



City of Avondale
City Council Meeting
Monday, September 9, 2019

Mayor and Council

Kenn Weise, Mayor

Pat Dennis, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member
Veronica Malone, Council Member | Curtis Nielson, Council Member
Mike Pineda, Council Member

Administration

Charles A. Montoya, City Manager
Gina Montes, Assistant City Manager
Michael Wawro, City Attorney
Marcella Carrillo, City Clerk

City Council Chambers

11465 West Civic Center Drive
Avondale, AZ 85323



City Council Meeting
Agenda
Monday, September 9, 2019

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

WORK SESSION
6:00 PM

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. 2020 CENSUS UPDATE

City Council will receive an update from staff regarding the upcoming 2020 Census. This item is for information.

3. ASSESSMENT OF HOUSING AND SERVICES FOR PERSONS EXPERIENCING HOMELESSNESS

City Council will receive an update from staff regarding the assessment of housing and services for persons experiencing homelessness conducted by Sheila D. Harris Consulting Services. This item is for information only.

4. ADJOURNMENT

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

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 June 3, 2019 and June 17, 2019 City Council Meeting Minutes. The Council will take the appropriate action.

b. FISCAL YEAR 2018-2019 YEAR END BUDGET AMENDMENTS

City Council will consider a request to approve a budget amendment utilizing contingency for certain departments which exceeded the Fiscal Year (FY) 2018-2019 amended budget appropriation. The Council will take appropriate action.

c. USE OF GENERAL CONTINGENCY FOR CONTRACTED SERVICES TO COMPLETE THE HUD FIVE-YEAR CONSOLIDATED PLAN

City Council will consider a request to: (a) approve the use of General Fund contingency funds to cover the cost of contracted services with Western Environmental Services, LLC for the preparation of Avondale's Five-Year HUD Consolidated Plan; (b) authorize all necessary budget transfers; and (c) authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. FIRST AMENDMENT TO THE COOPERATIVE PURCHASING AGREEMENT WITH TRAFFICADE SERVICES, INC. FOR THE CYCLE AVONDALE SPECIAL EVENT

City Council will consider a request to: (a) approve the First Amendment to Cooperative Purchasing Agreement with Trafficade Services, Inc. in the amount of \$60,000 with an aggregate not-to-exceed amount of \$120,000 for the Cycle Avondale Special Event; (b) authorize expense of funds from the Economic Development Department, Economic Opportunities Fund; and (c) authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. DESIGN-BUILD AGREEMENT WITH HAYDON BUILDING CORP. FOR THE AVONDALE STREET & INFRASTRUCTURE PROJECT, PHASE 1

City Council will consider a request to: (a) approve a Design-Build Agreement with Haydon Building Corp. to provide design and pre-construction services for the Avondale Street and Utility Improvement Project Phase 1 in the amount of \$463,285.00; (b) authorize the necessary budget transfers; and (c) authorize the Mayor, or City Manager and City Clerk to execute the necessary documents and any future amendments. The Council will take appropriate action.

f. ORDINANCE 1702-919 DEDICATING AN IRRIGATION EASEMENT TO SALT RIVER PROJECT AT EL MIRAGE ROAD AND DURANGO STREET

City Council will consider a request to adopt Ordinance 1702-919 dedicating an Irrigation Easement to Salt River Project (SRP) at El Mirage Road and Durango Street and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. MINOR LAND DIVISION FOR GOMEZ, APPLICATION PL-19-0136

City Council will consider a request to approve application PL-19-0136, a request by Dejan Knezevic of Miller Land Surveying for approval of a Minor Land Division (MLD). The 0.37-acre subject property (Exhibits A, B, C) is located approximately 38 feet north of the northeast corner of 2nd Street and Davis Lane in Historic Avondale, approximately 637 feet east of Central Avenue and 1,317 feet south of Main Street. The proposed MLD will dedicate 25' of right-of-way along 2nd Street. The Council will take appropriate action.

h. RESOLUTION 3587-919 AND ORDINANCE 1704-919 AMENDING CITY CODE CHAPTER 2, PERTAINING TO EMPLOYEE GROUPS AND THE MEET AND CONFER PROCESS

City Council will consider a request to: (a) adopt Ordinance 1704-919 amending Chapter 2 of the Avondale City Code pertaining to Employee Groups and the Meet and Confer process; (b) adopt Resolution 3587-919 expressing the continued city commitment to an open door policy with its employees; and (c) authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

4. REGULAR AGENDA

a. PUBLIC HEARING - RESOLUTION 3584-919 GENERAL PLAN 2030 MINOR TEXT AMENDMENT AND RESOLUTION 3585-919 MINOR MAP AMENDMENT, THE BLVD SPECIFIC PLAN - APPLICATION PL-19-0151

City Council will hold a public hearing and consider a request to: (a) adopt Resolution 3584-919 approving a Minor General Plan Text Amendment; (b) adopt Resolution 3585-919 approving a Minor General Plan Land Use Map Amendment related to the City's The BLVD Specific Plan (formerly City Center Specific Plan); and (c) authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The proposed Text Amendment will amend the existing City Center land use categories that reflect the six new land use "Districts" proposed as part of The BLVD Specific Plan. The proposed Map Amendment will apply the new land use designations to approximately 356 acres generally bounded by the I-10 Freeway, Coldwater Springs Boulevard, 113th Avenue, and 117th Avenue. Additionally, the proposed Map Amendment will revise the land use designation of approximately 87.6 acres located at the northeast corner of 119th Avenue and Van Buren Street to Mixed Use; this portion of land is proposed to be removed from the City Center/The BLVD area as part of the accompanying update. The Council will take appropriate action.

b. PUBLIC HEARING - RESOLUTION 3586-919 - THE BLVD SPECIFIC PLAN (CITY CENTER SPECIFIC PLAN UPDATE) - APPLICATION PL-19-0075

City Council will hold a public hearing and consider a request to adopt Resolution 3586-919 approving The BLVD (The Boulevard) Specific Plan, previously named the City Center Specific Plan and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. This Plan is intended to reflect evolving conditions impacting the implementation of the adopted Vision for The BLVD. The intent of the update is to reflect the City's current level of expectation for a quality, unique, and pedestrian-friendly The BLVD area that will create a place of significance in Avondale. The Council will take appropriate action.

c. PUBLIC HEARING - ORDINANCE 1703-919 - ZONING ORDINANCE TEXT AMENDMENTS, AMENDING VARIOUS SECTIONS - APPLICATION PL-19-0156

City Council will hold a public hearing and consider a staff-initiated request to adopt Ordinance 1703-919 approving text amendments to the Zoning Ordinance and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The amendments to Avondale Zoning Ordinance Section 1 (Administration and Procedures), Section 2 (Residential Districts), Section 3 (Commercial Districts), Section 4 (Employment Districts), Section 5 (Special Districts; Overlays), Section 6 (Planned Area Development District), Section 7 (Supplementary Regulations), Section 8 (Parking), Section 9 (Signs), Section 11 (Required Public Art for New Planned Area Development (PAD), Commercial, Employment, and Municipal Construction), Section 12 (Landscape, Walls and Fences), and Section 13 (Medical Marijuana Uses) will allow for continued refinement of the Zoning Ordinance to reflect changes in policies and procedures, new development trends, address changes to industry standards, enhance the overall usability and accuracy, and allow for general housekeeping and clerical corrections. 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.

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

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

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

CITY COUNCIL REPORT

SUBJECT: 2020 Census Update

MEETING DATE: 9/9/2019

TO: Mayor and Council

FROM: Jessica Blazina, Intergovernmental Affairs Administrator, 623.333.1612

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

PURPOSE:

City Council will receive an update from staff regarding the upcoming 2020 Census. This item is for information.

BACKGROUND:

As mandated by the U.S. Constitution, the US Census Bureau conducts a count of the people every 10 years. The Census counts every resident in the United States. It is mandated by Article I, Section 2 of the Constitution and takes place every 10 years. The data collected by the decennial census determines the number of seats each state has in the U.S. House of Representatives (a process called apportionment) and is also used to distribute billions in federal funds to local communities. The US Constitution mandates that the government conduct a count of the people. Preparation for Census 2020 is underway.

DISCUSSION:

The next Census in 2020 will require counting an increasingly diverse and growing population of around 330 million people in more than 140 million housing units. To get an accurate count, the Census Bureau must build an accurate address list of every housing unit, maximize self-response to the census, and efficiently follow up with those who do not respond.

The information the Census collects helps determine how more than \$675 billion of federal funding is distributed to states and communities each year.

In Avondale, an accurate 2020 Census count represents approximately \$1,200 per person annually. This funding helps to provide vital resources, programs and services such as housing, transportation, education, public safety, and so much more.

BUDGET IMPACT:

There is no budgetary impact.

RECOMMENDATION:

This item is for information and discussion only.

CITY COUNCIL REPORT

SUBJECT: Assessment of Housing and Services for Persons Experiencing Homelessness

MEETING DATE: 9/9/2019

TO: Mayor and Council

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

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

PURPOSE:

City Council will receive an update from staff regarding the assessment of housing and services for persons experiencing homelessness conducted by Sheila D. Harris Consulting Services. This item is for information only.

BACKGROUND:

On September 17, 2018 staff from the Neighborhood and Family Services Department and the Avondale Police Department provided an update to City Council regarding the status of the homeless population in Avondale, the services being provided and recent efforts to enhance the coordination of outreach and engagement. Since then, staff have continued to evaluate gaps in service and identify opportunities to expand the network of programs and services available to the homeless and those at risk of becoming homeless. As a result of this effort, staff have developed a comprehensive set of resources and services to address the needs that are specific to Avondale. Some of the most notable new resources and services include:

Street Outreach Program - In coordination with the Avondale Police Department, the Neighborhood and Family Services department has established a partnership with Phoenix Rescue Mission (PRM) to pilot their Street Outreach Program for addressing the issue of homelessness and reducing its negative impact on individuals and communities. Program services are designed to remove barriers and create new life pathways for people experiencing homelessness. At the same time, community stakeholders are educated about how they can leverage PRM and other resources. The comprehensive service package engages people where they are and helps them navigate the often long, winding path toward their exit from homelessness.

Case Worker - Maricopa County will provide \$22,000 in funds to help fund a full-time case worker for the Avondale IHELP program. These funds will increase the case management available to clients that are being served in the IHELP program that is operated in the City of Avondale. These services should increase the positive exits from IHELP and decrease the length of stay, resulting in an increase to the number of people served through the IHELP program.

Avondale Homeless Support Specialist - Maricopa County will provide \$60,000 in funds for a full time Avondale Homeless Support Specialist for the City of Avondale. The specialist will coordinate services and resources for those experiencing homelessness in Avondale. The specialist will coordinate with the Avondale Police Department on coordinated outreach and provide support to the Police Department when they engage with those experiencing homelessness. The specialist will participate in applicable Continuum of Care (CoC) meetings and best practices. Maricopa County will assist the City of Avondale in obtaining HMIS (Homeless

Management Information System)access.

Homeless Navigation Services - Maricopa County will provide \$15,000 in funds to provide additional navigation services that are currently operated by Phoenix Rescue Mission (PRM). PRM currently operates 32 hours a month in Avondale and these funds will provide a dedicated Outreach Team for the city. PRM will support the Homeless Support Specialist through transportation of clients, entering VISPDAT scores into HMIS, connection to PRM resources, etc.

Homeless Emergency Rental Assistance - The City of Avondale will allocate \$55,829 in CDBG Community Development Block Grant funding to provide up to 3 months of rent and/or utility deposits or other financial assistance may be provided to qualified homeless individuals, families or un-related households. Approximately 18 households will benefit.

In addition to these new elements, Neighborhood and Family Services Department has secured professional consulting services from Harris Consulting to conduct an analysis and assist the City through the process of developing a multi-year, community-wide strategic plan to effectively address the issue of homelessness in Avondale. The plan is expected to include input and from a variety of stakeholders and consider local and regional data and trends.

DISCUSSION:

The City's goal is to make homelessness rare, brief and non-recurring by providing the leadership, coordination, planning and mobilization of resources. The Neighborhood and Family Services Department and Avondale Police Department work collaboratively with city, county, state and federal governmental entities and more than 60 human service providers to comprise Avondale's homeless service network. This network provides emergency shelter and services to people who are both experiencing homelessness and at imminent risk of homelessness.

The City of Avondale Neighborhood and Family Services Department has secured the professional consulting services of Harris Consulting to assist the City through the process of developing a community-wide strategic plan to address the issue of homelessness in our community.

The assessment and plan provided by Dr. Sheila Harris includes:

- Specific strategies and intended to guide the city for the next three years
- Ways to move the system toward a trauma-informed care approach and improvement to the emergency shelter component
- Options for maximizing, streamlining and targeting existing resources
- Potential funding and additional resources necessary to bridge any gaps in services
- Opportunities for increasing participation of homeless services providers and community stakeholders to coordinate efforts more effectively to prevent and reduce levels of homelessness
- Emphasis on right-sizing Avondale's homelessness strategy to reduce reliance on emergency shelter and increase prevention and permanent housing resources
- Data to support the potential strategies

BUDGET IMPACT:

Discussion only. No budgetary impact.

RECOMMENDATION:

This item is for information and discussion only

CITY OF AVONDALE
ASSESSMENT OF HOUSING AND SERVICES
FOR PERSONS
EXPERIENCING HOMELESSNESS

Prepared By:
Sheila D Harris Consulting Services
July, 2019

CITY OF AVONDALE ASSESSMENT OF HOUSING AND SERVICES FOR PERSONS EXPERIENCING HOMELESSNESS

The City of Avondale, contracted with Sheila D Harris Consulting Services, to provide an overview of services currently provided and needed for persons experiencing homelessness in the community. A series of interviews from a variety of providers, users, funders and concerned citizens were held during June and July, 2019. Additionally documents providing background and statistical information were reviewed and analyzed including the Status of Homelessness prepared by the City of Avondale, the Regional Plan to End Homelessness – Maricopa Regional Continuum of Care 2018, the 2019 Annual Action Plan – Maricopa County HOME Consortium - the Maricopa Urban County Draft Report and the Maricopa Regional Continuum of Care 2019 Point-in-Time (PIT) Count (Draft) Report. The focus of the data gathering was to examine the services provided, identify service delivery gaps and make recommendation for program and/or service changes. A listing of the documents used in this report is found at the end of the report.

City of Avondale staff were very helpful in providing documents, scheduling appointments and sharing of information. Specifically, Sherie Steele and Chris Lopez were of great assistance.

POINT IN TIME COUNTS

Annually, almost every community in the United States, speaks with, and documents persons experiencing homelessness in their community. The count happens nationwide on the same day. In 2019 the count was held on January 22nd. Throughout Maricopa County, 6,614 persons were identified as experiencing homelessness on that date according to the Maricopa Association of Governments (MAG) who oversaw the count.ⁱ

In 2018, 6,298 people were identified as experiencing homelessness and 2,618 of them were unsheltered. By 2019 the number of people experiencing homelessness in Maricopa County had increased to 6,614 (five percent) and the number of people unsheltered had grown to 3,188 (22 percent.) Nationally, the number of persons experiencing homelessness is declining, while the number of people who are unsheltered is increasing.ⁱⁱ Unfortunately, in Arizona, both of these trends are increasing.ⁱⁱⁱ

In the Southwest Valley, 35 people were identified who were experiencing homelessness were in Avondale, 22 in Goodyear and five in Tolleson.^{iv} Detailed information regarding the January PIT count was just released July 24th, and a draft of the 2019 Point-in-Time (PIT) Count Report was released and is included in Appendix J.^v

Point-In-Time (PIT) counts are conducted using the same methodology throughout the United States. However, many factors affect the accuracy of the information. Because the count is always in the winter, weather plays a major factor in the accuracy of the numbers. If it is very cold, or raining or some other adverse condition, people who are experiencing homelessness may not be identified because they have found shelter from the elements and may be harder to

locate. Also, if there is a change in the number of people collecting the information, or new data collectors, the data collection will be affected. If more data collectors are volunteering than in the previous year, then there is a greater likelihood that more people will be counted and some may be counted more than once. Details of the data are not available until approximately six months after the count. Yet, this is the best source of data we have and provides with an overall framework to develop approaches to addressing the issue.

PEOPLE CONTACTED FOR THIS STUDY

In addition to the above data used in this study, a variety of people have been contacted to provide input to the data collection aspect of the study. People contacted include:

Allen Carlson, Executive Director, Newtown Community Development Corporation, a Tempe based nonprofit corporation that produces single family homes using a land trust model.

Tina Conde, Councilmember, City of Avondale

Pat Dennis, Councilmember, City of Avondale

Scott Hall, Homeless Projects Program Manager, Maricopa County Human Services Department, who provides technical assistance and resources for programs to end homelessness.

Michelle Harrison, Case Manager, I-HELP Program and guests

Chris Lopez, Neighborhood and Family Services Director, City of Avondale.

Veronica Malone, Councilmember, City of Avondale

Gina Montes, Assistant City Manager, City of Avondale.

Christina Plante Panaitescu, Neighborhood Services Coordinator, City of Goodyear, who oversees services provided to persons experiencing homelessness in Goodyear.

Connie Phillips, President and CEO, Lutheran Social Services of the Southwest whose agency oversees the I-HELP (Interfaith Homeless Emergency Lodging Program) that provide shelter, food, clothing and case management in Avondale and other locations throughout the Valley.

Anne Scott, Human Services Planner for Maricopa Association of Governments and the lead staff member for completing the HUD Continuum of Care application for Maricopa County

Kathleen (Candee) Stanton, Independent Consultant, whose clients include the Arizona Department of Housing which is the entity responsible for the Balance of State Continuum of Care application.

Sheryl Steele, Family Services Manager, City of Avondale

Nichole Stevens, Homeless Solutions Supervisor, City of Tempe, who oversees services for people experiencing homelessness in Tempe.

Kricket Wetherington, Community Impact Director – Ending Homelessness, Valley of the Sun United Way oversees and evaluates programs administered by the Valley of the Sun United Way to end homelessness.

CURRENT PROGRAMS

There are several programs and services offered to persons experiencing homelessness in the Avondale area by city staff and nonprofit partners. Some of the services are provided daily, while others are provided monthly, seasonally, and annually based upon needs and resources.

It was most refreshing to witness the dignity and respect provided to persons who are experiencing homelessness provided by staff at the Care 1st Resource Center. This is quite rare and noteworthy. As the City is planning for the new Marie Lopez Rogers facility, special attention should be made to ensure this same culture is created in the new space. One of the benefits of services being provided at the Care 1st Resource Center is that people needing services see others that have service needs and no one is aware that they are “homeless.” Everyone who comes to the Center is treated with the same respect and dignity.

One of the great benefits of this culture is that it is uplifting to those seeking service. They are provided services in a caring environment that does not distinguish them from anyone else seeking services. It brings “normalcy” to a very stressful situation. Persons who are experiencing homelessness are interacting with the general public and are not limited to interacting only with others experiencing homelessness or service providers. This unstated, but deeply felt and communicated culture is extremely helpful in restoring a sense of self and encouragement for persons who are experiencing homelessness.

DAILY:

At the Care 1st Resource Center which is open Monday through Friday and one Saturday a month, persons in need can obtain many services at this site. In addition to the services provided by City staff, individuals and families can access information from over 60 agencies. Approximately 20 of the agencies are consistently staffed and have posted offices hours at the Center. A complete list of agencies and a matrix of the services provided is in the Appendix A of this report.

Via the Community Action Program (CAP) agency, eviction and utility shut off prevention services are provided. Services include crisis case management, financial assistance for utility and/or deposit payments, and rental and mortgage payment assistance.

Through the I-HELP program individuals who are experiencing homelessness receive shelter, meals, clothing and case management services. Five churches in the community open their doors one night a week to provide shelter and meals (dinner in the evening and breakfast the

following morning) to approximately 12 to 15 individuals on any given night. Some churches also provide laundry services. Intake, and pick-up and drop-off services are provided at the Care 1st Resource Center.

Case management for individuals experiencing homelessness is provided by Lutheran Social Services on a part-time basis. However, recently acquired resources from the Maricopa County Human Services Department, will allow the current part-time Case Manager the ability to provide services full-time and an additional Case Manager will be hired to address the unmet needs of those seeking assistance.

Phoenix Rescue Mission in association with the Avondale Police Department provides homeless outreach to those experiencing homelessness. Services provided include intake into the HMIS (Homeless Management Information System) transportation and shelter for individuals in a faith-based environment. Currently this program is limited to 32 hours per month. However, funds from Maricopa County will enable this part-time position to be fully funded for 40 hours per week, not the previous 32 hours per month. This is also a very welcome addition to the service delivery provided to persons experiencing homelessness.

The City of Avondale allocates general funds via the Contributions Assistance Program to support health and human services agencies that provide additional supportive services. Partner agencies that receive funds include: A New Leaf; Aqua Fria Food Bank; Community Bridges, Inc. (CBI) and Lutheran Social Services. A complete listing of all of the agencies who are funded and the amount of funds they receive is found in Appendix A.

MONTHLY:

Each month the West Valley Municipal Human Service Collaboration meets to discuss ways that cities and their Police Departments can work together collaborative to end homelessness in the area. Discussions focus on advocacy, collaboration and policy. This has the potential to be a robust platform for staff to discuss and collectively problem solve issues of persons experiencing homelessness in a broader geography.

SEASONALLY:

During the summer months, Avondale participates in the Heat Relief Network. In addition to collecting water bottles to keep persons experiencing homelessness hydrated, hydration stations are established across Maricopa County to aid in providing relief from high temperatures and prevent heat related deaths.

School Spirit Holiday Food Drive is an annual event that assists St. Mary's Food Bank, the first Food Bank in the country. Avondale schools collect canned and non-perishable food items and compete amongst themselves to see which school can donate the most food by weight. The Neighborhood and Family Services Department and the Avondale Youth Advisory Commission are sponsors of this effort.

ANNUALLY:

The City of Avondale participates in the annual Point-In-Time count to determine the number of persons experiencing homelessness in Avondale on the HUD designated day for the count. Both sheltered and un-sheltered persons are counted. Neighborhood and Family Services Department staff participate in the count by conducting surveys and collecting background information. They also provide blankets, hygiene items and snacks.

One day a year, Project Connect sponsored by the United Way provides comprehensive services from nonprofit organizations, government, and health care providers at the Avondale Baptist Church for persons experiencing homelessness. In addition to services normally provided at Care 1st Resource Center, showers and haircuts may also be provided. Also, State and Federal government agencies are also present to aid in obtaining benefits. Sometimes bicycle repairs provided.

OPPORTUNITIES

Currently the City of Avondale is focusing upon providing services and housing for single individuals who are experiencing homelessness and ending their homelessness in 90 to 120 days. Many services are needed to accomplish this task because everyone experiencing homelessness has a unique experience in how this situation has occurred. Therefore, many services are needed to end their homelessness. Some of these services may be expanded at little or no cost, but others will need additional resources to serve the increasing numbers of people needing services.

DATA IS YOUR FRIEND: Continue to keep intake records so you know who you have served. Annually review the data that is collected and determine if it should continue to be collected or alternative data points be added. Keep in mind that data that is collected should be useful in determining the effectiveness of your interventions.

Review data that has been collected every six months if possible, to not only collect statistics on who has been served, the services provided, where is that person now, but also examine what is missing from the services being provided. Data collection will help guide your decision making so you can determine the best place to spend your resources so you will have the greatest impact in reducing the number of people experiencing homelessness.

EXAMINE THE RELATIONSHIP OF CBI AND THE POLICE DEPARTMENT: Mental health providers and Police Departments working together can make a significant impact on the quality of life of the individual who is experiencing homelessness but also reduce the number and severity of calls that need to be answered by the Police Department. Persons who are having mental health challenges, need to be approached in a manner that de-escalates the encounter and the person obtains needed services. This requires both mental health providers and Police Department staff to learn to work together and develop protocols on how to interact and work

together. Maricopa County Human Services Department (Scott Hall) can be a resource to assist with this effort.

Initial information has been gleaned from the Police Department in Oceanside, California and has been incorporated in outreach efforts by Avondale. It is also recommended to contact the City of Tucson Police Department and become familiar with the program they have created with CODAC (Community Organization for Drug Abuse Control.)

INCREASE PARTICIPATION IN THE MARICOPA COUNTY CONTINUUM OF CARE: There are several committees and subcommittees that oversee the HUD Continuum of Care program that brings approximately \$28M to the County annually for services and housing for persons experiencing homelessness. Serving on committees will not only enable the City of Avondale to learn about other efforts to end homelessness in the County, but could result in partnerships with other entities bringing their services to the Southwest Valley. The City should consider if they would like to participate in the Maricopa County Continuum of Care Coordinated Entry process.

FOCUS ON DIVERSION: Diversion programs can be used to provide upfront assistance to people who have recently become homeless. Funds are used to reconnect persons experiencing homelessness with relatives or others who will provide housing and support for them. This action can stop homelessness before it begins. Reuniting people with family and friends at this critical time results in homelessness being averted. Preventing people from becoming homeless is the best intervention and the most cost effective.

This idea is often one that the general public can easily understand and could be a potential revenue source to fund this effort.

ENSURE INTAKE WORKERS ARE SOAR CERTIFIED: All case managers should receive training to be SOAR (SSI/SSDI Outreach, Access and Recovery) certified. One of the most common ways to obtain income for persons experiencing homelessness is to obtain Social Security Income or Social Security Disability Income. The process is lengthy and complicated and applicants need assistance in completing necessary paperwork and follow-up inquiries. Case managers who are trained in assisting with this process can expedite the review process and ensure applicants obtain services faster. There are on-line courses that are provided for free and local meetings to learn additional tricks of the trade and advocacy tips.

Currently, Michelle Harris of Lutheran Social Services is SOAR certified. It should also be noted that other benefit programs need navigators to complete required documentation to obtain food and utility assistance, Veteran, and other social services. If additional staff can provide these services, it will make it easier for persons in need to obtain services and perhaps prevent a return trip to the Care 1st Resource Center to complete paperwork.

Additional discussion of this topic is found in the “Opportunities” section of this report.

MAKE SURE THAT CASE WORKERS KNOW HOW TO INTERFACE WITH THE HMIS SYSTEM:

Knowledge of how to enter data of persons experiencing homelessness not only provides those individuals with a case record that other agencies can use to coordinate services, but also allow individuals to be a part of the “By Name” list that prioritizes housing opportunities. The “By Name” list is a Countywide listing of individuals and families who are experiencing homelessness and matches housing openings with those who are prioritized for service per the Maricopa County Continuum of Care guidelines.

AVENUES TO EXPLORE

Both service and housing units are needed to address the issues of homelessness in the Avondale community. Recommendations for exploration in both of these areas will be provided in this section.

SERVICE ENHANCEMENT

Providing services and the types of services provided are examined in this section. Additional funds may be needed, but resource coordination can also aid in furthering the provision of these services.

OUTREACH: Currently Avondale has two police officers that serve as Community Outreach Officers. They are responsible for responding to incidents where persons who are experiencing homelessness have been identified and need assistance. These officers are sometimes the initial source of contact. Frequently Police Officers are sometimes the initial point of contact with an individual or family that is experiencing homelessness.

Police Officers are not always aware of all of the services available to persons experiencing homelessness. Some communities such as Tempe and Tucson have developed special teams to respond to calls to aid persons experiencing homelessness. Police officers are joined by social service providers who work with persons experiencing homelessness on a daily basis. As a team they collectively respond to this situation.

Avondale is developing this working relationship with Phoenix Rescue Mission (PRM.) Phoenix Rescue Mission has been working with persons experiencing homelessness for many years and has been highly successful. They provide services in a religious setting. Not all persons experiencing homelessness desire to have a religious experience associated with service provision, so therefore not everyone contacted in this scenario receives services. Options should be explored with other shelter providers to reach people who are not inclined to receive services in a religious setting.

Additionally, the most effective teams include police officers, outreach specialists and city staff from human services departments who work together collectively with the person or persons experiencing homelessness and mutually determine a course of action. This methodology requires coordinated service provision with the individual and specific follow-up by appropriate

partners. By adding CBI to this team, outreach efforts could be more effective due to the addition of outreach staff trained in engaging persons with mental health issues to obtain services.

This process is time consuming. Not all people experiencing homelessness will agree to obtain services the first time they are approached. Quite frankly, it is rare that anyone will agree to services after only one encounter. Repeated contact is needed. Yes, it is time consuming, but is the most effective way to engage people to end their homelessness.

In addition to developing a team that works well together and can address most needs of persons experiencing homelessness is having all members of the team trained to provide the best outreach possible. Currently, most entities that provide outreach services use the process of Trauma Informed Care (TIC.) People who are experiencing homelessness have experience trauma prior to becoming homeless. The form of the trauma is as different as the individual who is experiencing homelessness. Someone could have become homeless because they lost their job, made poor financing decisions, is fleeing domestic violence or their family cannot support or condone their lifestyle choice (i.e. youth who reveal they are gay to their parents.) It is therefore not surprising that trusting someone whom they have never met, and deciding upon one encounter to accept assistance does not often occur. Learning to engage persons who are not trusting of others is aided by training in TIC techniques.^{vi}

TIC techniques include:

SAFETY: A safe environment is provided for the person that is culturally, emotionally and physically safe and awareness of the discomfort or unease of the person is addressed.

TRANSPARANCY AND TRUSTWORTHINESS: Explaining to the person experiencing homelessness of why they are being contacted, and what are possible outcomes of this contact.

CHOICE: Conversations need to recognize the dignity of the individual and approach and speak to them in a manner that honors them.

COLLABORATION AND MUTUALITY: Conversations also include that healing happens in partnerships and relationships that have shared decision making.

EMPOWERMENT: Recognition of the strengths of the individual and building upon those strengths is recognized and validated.

Training for Trauma Informed Care is provided by several entities in the Phoenix area and the best sources for recommendation will be found by speaking with communities that are currently providing this service. It is recommended to develop relationships with other local area Police Departments to learn and exchange information regarding how they provide these very needed and challenging services. The City of Tempe would be an excellent initial option. Sheryl Steele and I met with the Homeless Service Supervisor (Nichole Stevens) from the City of

Tempe and she indicated a willingness to assist in bringing the two cities together for this purpose.

HOMELESS SCHOOL LIAISON: Currently there are five Homeless School Liaisons that provide assistance for children attending school who are experiencing homelessness in Avondale. The City has a very good working relationship with one school, but working relationships have not been developed with all schools. It is recommended that the City of Avondale expand the working relationship to include all Homeless School Liaisons. By working together resources can be better coordinated better and more services can be provided.

MOBILE LAUNDRY AND SHOWERS: In the East Valley the I-HELP and Tumbleweed programs have expanded to include mobile showers and laundry. Trailers for each of these services have been created and travel among the I-HELP sites in the East Valley. Discussions with this group could lead to a way to replicate this effort in the southwest valley. A newspaper article providing further description of this service is found in Appendix B.

HOUSING OPTIONS

As you look forward and wish to examine additional housing opportunities to end homelessness in Avondale, the creation of affordable housing needs to be a part of that solution. Affordable housing is needed for a variety of income strata – not just persons exiting homelessness. A continuum of housing is needed. The continuum needs to include housing for a variety of incomes, and family sizes. Alternative housing developments are needed. Listed below are some possible options to explore.

A caveat to all of the housing options discussed in this section, great care needs to be taken that not all of the residents be formerly homeless individuals or families. A variety of incomes should be included whenever possible while developing housing options. Some housing finance requirements limit the degree to which this can be accomplished. For example, Low Income Housing Tax Credits (LIHTC) limits incomes to those earning 60 percent of Area Median Income (AMI) or less.

ADDITIONS TO THE CURRENT HOUSING STOCK

SINGLE RESIDENT OCCUPANCY (SRO): During the first part of the last century, our country had boarding houses or small apartment complexes that provided a room with space for a small kitchen, bath and living space. A few of these places still exist in Phoenix today. One is Horace Steele Commons. Horace Steele Commons is a converted Hi-Way House Hotel built by Del Webb in the 1960s. The units are small approximately 320 to 350 square feet and include a private bath, kitchen area and living space. There is a common living area that has a community room, offices for staff, community kitchen, mailboxes, laundry and security. Appendix C has an overview of this property that has been developed and operated by Arizona Housing Inc.

Conversion of older motel complexes or construction of new SRO housing types should be considered as an addition to the housing stock in the community. Avondale should consider adding SRO housing stock to the current inventory. Zoning codes and policies may need to be altered or expanded to include this housing type.

TINY HOMES/MICRO ESTATES: Tiny Homes/Micro Estates provide a housing option for those desire to eliminate the expense and upkeep of a traditional single-family dwelling. Tiny homes are similar in size to apartments and can also have common areas for washer and dryers, mail delivery and communal space.

Newtown Community Development Corporation (Newtown CDC) has been in the Valley for over 20 years and is currently developing Micro Estates in Tempe. The single-family homes will be 560 square feet in size and have a Common Room of approximately 900 square feet. The common room will include a laundry, community kitchen and an indoor gathering space. A brochure from Newtown detailing the Micro Estates is provided in the Appendix D.

In addition to building small homes which greatly reduces housing costs, Newtown is a Land Trust organization. They purchase land and then build improvements (houses) on the land, and then sells the improvements (houses) to individuals and families. They have built over 130 of homes using this financing method primarily in the East Valley. By individuals or families not having to purchase the land and the home both, housing costs are greatly reduced. The purchase by the homeowner is for the improvement (house) only. Newtown can also buy back the house from the family at a later date should the family need to move, relocate, grow out of their home or for other reasons negotiated between the two parties.

Current zoning codes and policies may need to be expanded or altered to include Tiny Home/Micro Estates as housing options.

ACCESSORY DWELLING UNITS (ADU): Adding a small (tiny) house to the backyard of an existing single-family home is a way to add density to a community without drastically changing the footprint of the community.^{vii} Small units can be rented to low-income individuals and the existing homeowner can obtain a supplemental income stream. Some communities are working with their local Public Housing Agency (in the case of Avondale, that is the Housing Authority of Maricopa County - HAMC) to obtain housing assistance (Section 8) for the renter. An additional benefit of adding an ADU to a current single-family dwelling would allow a low-income homeowner the ability to remain in their home longer because they have rental income from the ADU.

The addition of this building type would most likely necessitate changes in the current zoning policies. Large areas of the city have been designated as single family dwellings. The addition of an accessory unit would most likely not be compliant with that policy or code.

LOW INCOME HOUSING TAX CREDITS (LIHTC): The Low Income Housing Tax Credit (LIHTC) program is the funding source that consistently produces the most low-income housing units in

Arizona. Units for both individuals and families can be built using these funds. The application process is highly competitive. Unfortunately, in the last funding round, an application that was located in Avondale was submitted, but was not funded. The application was for 84 units of housing to be located at the northwest corner of Third Avenue and Western. The proposed developer does not appear to have developed LIHTC housing in Arizona previously. It is suggested that future applications with Avondale locations be with entities that have an established track record with this very specialized funding source. Also, to better meet the needs of the community, the City should establish criteria for proposed housing and develop a mechanism to reach out to potential developers.

RENTAL ASSISTANCE: The HAMC administers public housing programs that are located within the City of Avondale. It is suggested that the City discuss with Avondale alternatives methods to increase affordable housing in the community. Ideas to be examined can include innovative ways to use rental subsidies (i.e. Section 8 vouchers for ADUs,) co-developing affordable housing using LIHTC or other housing funds and how to better interface housing and supportive services being provided at the Care 1st Resource Center.

THREATS

INCREASING NUMBERS OF PEOPLE EXPERIENCING HOMELESSNESS: For the past five years, homelessness in Maricopa County has been increasing. One of the primary reasons, more people are unsheltered now is housing costs are consistently rising. According to HotPads, a Zillow owned group, who collects data on rental real estate in the United States, Phoenix was second in the nation for the largest rent increases for the past year. Rents rose 5.2 percent annually in the Phoenix metro area. Median rent in now \$1,545 per month. Nationally, median rents in the US rose 3.2 percent during this same period of time.^{viii} As housing units become scarce, rents rise and fewer people can obtain affordable housing. In short, more housing units are needed for very low and low-income individuals and families so rents do not rise due to scarcity.

HOUSE BILL 2358: Community Action Programs (CAP) agencies and other social service providers that provide eviction prevention services, may find it more difficult in helping families facing eviction. In the last session of the Legislature, a bill was passed that now enables landlords to reject as rental payments, funds from third party providers. CAP agencies and other providers have often given one-time funds to individuals and families to make a rental payment because of an unexpected expense, such as their car breaking down. Under the new law, funds from a third party, whether it be government or a nonprofit entity, do not have to be accepted by the landlord for rent. For example, St. Vincent de Paul has funds to help individuals and families during a period of crisis and have used their financial resources to help make rental payments. Under the new law, the landlord can refuse to accept the funds from St. Vincent de Paul or any other entity, resulting in insufficient funds for the monthly rent and the

family/individual being evicted for non-payment of rent. A copy of the new law is provided in Appendix E.

This may result in additional people becoming homeless or experiencing additional economic hardships. Collecting data of families and individuals adversely impacted by this law would be helpful in either reversing this law or altering it so it has less of a negative impact.

RECOMMENDATIONS AND NEXT STEPS

In this section of the report recommendations will be provided and a suggested timeframe for implementation will be provided. The Mayor, City Council and City Staff will need to review these suggested recommendations and timeframes for implementation to incorporate them with other activities of the City and evaluate resources needed for implementation. Given my limited knowledge of other activities and challenges facing the City of Avondale, this portion of the report has suggestions for action. It needs to be vetted by elected officials, staff and the public. The order of my suggestions are ones that can have the greatest and most immediate impact, while other recommendations will need longer periods to implement and require greater service and delivery coordination.

Any recommendation that is implemented will need a period of time to cure, so data can be collected and examined to determine effectiveness. New or altered programs should be given a minimum period of six months to determine their effectiveness. However, if the program or service is not providing the intended result, make alternations as needed, but do not make changes simply because the program/service is not having an immediate impact. Thoughtfulness is required. Some efforts may need more than six months to establish effectiveness, but an examination of program/services every six months is warranted to keep a watchful eye on progress.

DURING THE REMAINDER OF 2019:

EVICTON PREVENTION AND FAMILY REUNIFICATION: The first efforts to help reduce homelessness in communities is to ensure that the initial interview for assistance always be either how to keep someone housed or re-unite them with a family member or friend. Eviction prevention is one of the least costly ways to prevent homelessness. A few dollars can sometimes make the difference between being on the streets or remaining housed. The ability to remain housed while supportive services are provided can stabilize the individual or family in their current living situation and can be life altering. This may be more challenging because of the passage of HB2358, but it should always be the first course of action.

Along with eviction prevention strategy is family reunification. Initial intake efforts should also always address the question of is there someone can you can stay with now so you do not become homeless? This is a short-term strategy to keep someone off the streets. It can also become a long-term strategy because individuals and families may have lost contact with family

members and for the cost of a bus ticket or airfare families can be re-united and homelessness can be averted.

Not only are eviction prevention and family reunification strategies the lowest financial cost for helping individuals and families to prevent or end homelessness, it can be the least stressful and traumatic for the people experiencing homelessness.

EXPAND I-HELP SHELTER NIGHTS TO SEVEN NIGHTS: Currently, shelter services are provided consistently five nights a week with some weekend nights being provided but not in a consistent manner. This results in individuals not having shelter on weekends and heavy workloads for staff on Monday mornings as people who have not had shelter for the weekend come to the Care 1st Resource Center for assistance. Additional funding from Maricopa County to the I-HELP program should help expand the services provided and thereby allowing staff more time to find churches to provide this needed service. Individuals experiencing homelessness need constant shelter to aid in their recovery of ending their homelessness.

While the need for I-HELP shelter for every night of the week has been a challenge for the last couple of years, setting this goal as priority has not occurred. Making this a priority of the City of Avondale should be discussed with Lutheran Social Services and plans made to address this situation. Other alternatives such as using existing, and underutilized City owned buildings could be part of the solution. Another option could be that Community Service entities (Kiwanis, Rotary Clubs, etc.) could be approached to provide meals, laundry and support. It is further recommended that multiple groups be contacted to provide these services because they may not want to provide these services weekly, but rather bi-monthly or monthly. This change in the manner in which services are provided may result in securing shelter for the remaining two nights. This will require additional coordination and collaboration.

One of the services provided by I-HELP is inspection of housing units for persons exiting homelessness into housing. Currently, the person providing this assistance does not have training in this area, (HUD Housing Quality Standards certification) however the person doing the inspections is a Realtor and knows the basic items that need to be included in an inspection. This situation also provides an opportunity for city staff to be of assistance. Current Code Enforcement staff could assume this inspection duty and relieve the I-HELP Case Manager of this duty. Code Enforcement staff are trained to perform this function and at this point in time there is not a large number of housing units requiring inspection, so this additional duty should not place a burden upon them to perform this task. It will also increase the knowledge of City Staff regarding some of the challenges faced by people experiencing homelessness. It also makes them part of the team of ending homelessness in the community.

Because this one of the action steps that is a priority for implementation, an expanded description of the steps needed to accomplish this task is found in Appendix F.

ONE-TIME APPROPRIATION OF HOUSING TRUST FUND: The Arizona Department of Housing (ADOH) recently announced that they have received one-time funding of \$11.5M for housing and related programs and services targeted for persons experiencing homelessness. Funds are available on a first come, first served basis. Request these funds for a one-time, service/program supplement to current efforts. Funds could be used for renovation of a facility to provide shelter and supportive services for persons experiencing homelessness. The City could provide an unused or under-utilized facility that needs alternations for the provision of Shelter and related services and these funds could be used to make the necessary alterations of the site. This is just one example of a request for the usage of these one-time funds.

Another option for using Housing Trust Funds could be obtaining funds for eviction prevention and family reunification. The Mayor, Councilmembers and City staff could hold a brainstorming session to request these one-time funds that are to provided on a first-come, first-served basis.

ENSURE MULTIPLE STAFF MEMBERS CAN PROVIDE A VARIETY OF SERVICES: Currently Michelle Harrison, the Case Manager for I-HELP can provide a wide variety of intake services including helping clients obtain entitlement benefits SNAP (Supplemental Nutrition Assistance Program,) provide intake for the Continuum of Care homeless services via the administration of the VI-SPDAT (Vulnerability Index – Service Prioritization Decision Assistance Tool,) and SOAR (SSI/SSDI Outreach, Access and Recovery) as well as utility assistance and other benefit programs. Currently Michelle only works part-time but will soon be working full time as a Case Worker for I-HELP. This change will help in providing these very needed services for longer periods of time. However, the hours that the Care 1st Center are more than 40 hours a week.

If multiple staff are trained to provide these needed intake services, this will ensure better coverage and provision of these needed services. Also, it will help cover for days and times that Michelle is unable to physically be in the Care 1st Resource Center. The new Homeless Services Specialist should also receive training so he/she can provide these needed services for clients.

REVIEW CURRENT ACTIVITIES AND FUNDING RESOURCES: Included in Appendix A is a chart that shows current services provided at the Care 1st Resource Center and the funding sources for providing these services. An examination of all of these services and activities should be reviewed and examined to determine ways to improve or expand services.

The activities of the West Valley Municipal Human Service Collaborative is another avenue to use to identify areas of expanded collaboration and coordinated service delivery. Gaps identified in the above mentioned examination of services section would be very useful in engaging resources and assistance from nearby communities.

ACTIVITIES FOR 2020: As the City of Avondale looks to expand housing options for low- and moderate-income families and individuals, the following activities are recommended. Many of these activities should occur on an on-going basis to develop working relationships with developers, service providers and funders. The world of providing housing and related services

for persons who are experiencing homelessness, so people can move from homelessness to housing, and for low- and moderate-income individuals and families is constantly evolving and subject to economic conditions that impact their abilities to obtain housing that is affordable. As the community reacts to the positive growth of our economy, more housing is being developed at the upper ends of the income spectrum, and the population growth is demanding more housing, so rents and home prices are rising, further squeezing those with low- and moderate-incomes into higher priced housing or substandard housing because their incomes cannot keep pace with rising housing costs.

ATTEND THE ARIZONA DEPARTMENT OF HOUSING (ADOH) HOUSING FORUM: Generally, in August of every year ADOH conducts a Housing Forum. This is an excellent opportunity to meet and network with developers and service providers of low -income housing in Arizona and learn about new programs and policies for producing housing and related services for low- and moderate-income families and individuals. It is suggested to attend this conference every year to build and maintain relationships.

DEVELOP A STRATEGY TO OBTAIN LIHTC DEVELOPMENTS IN AVONDALE: During the annual conference and usually on the last day of the event, ADOH will present a Draft of the Qualified Allocation Plan (QAP) for the Low Income Housing Tax Credit (LIHTC) for the following year. This is the best time to provide feedback to the Department regarding how tax credits will be allocated in up-coming year and raise issues and concerns that might affect the City of Avondale. This is also an excellent opportunity to network with entities that use this tool to produce affordable housing throughout Arizona and is a great opportunity to meet with potential tax credit developers. Usually applications are due April 1st of each year.

It is suggested that prior to that meeting, the Mayor, City Council and City Staff strategize regarding how best to engage potential developers. LIHTC can be used to develop housing for persons whose income ranges from 30 to 60 percent Area Median Income. For example, in 2019 an individual earning 30 percent of Area Median Income (AMI) would earn an annual income of \$15,300 or less. The threshold for a family of four is \$25,750 at this same AMI level. The upper limits of income eligibility are approximately twice this amount.^{ix}

LIHTC is the best tool to provide permanent housing for low- and moderate-income families and individuals. It requires additional subsidies for construction as the tax credit program funds approximately 65-70 percent of the construction funds needed. Additional funds can be provided by other HUD sources, the Federal Home Loan Bank Affordable Housing Program, the Maricopa County Industrial Development Authority (IDA) and private philanthropies. To provide housing for those with very low incomes (i.e. 30 percent) often requires rental subsidies. These can be provided by housing authorities such as the HAMC.

I would encourage the City of Avondale to develop an RFP (Request for Proposal) for entities that are interested in providing LIHTC housing in Avondale. The RFP would specify the housing that you want developers provide, not what developers want to build. For example, the City

could specify that housing would be for individuals who have experienced homelessness. However, if only previously homeless individual or families live in the housing, access to on-site supportive services could be necessary. However, the RFP could specify that only a portion of the units (i.e. 10 percent) be for this population and the remainder of the units for anyone who qualifies for LIHTC housing. By not having 100 percent of the units for a formerly homeless population, a diversity of persons needing affordable housing will be tenants in the development and the need for supportive services will be reduced. This will allow for greater rental income to the property because higher rents can be charged to those with higher income and fewer supportive services will be needed. It will also provide greater financial stability for the property. No one living in a LIHTC property will be charged more than 30 percent of their income as rent.

Other ways the City can assist and garner support by developers to work with the City of Avondale is provide the land for this development. The “land” could be something controlled by the City and could include a structure to be redeveloped or demolished depending upon the condition of the building and suggest reuse. LIHTC funds cannot be used to purchase land, so the provision of the land by the City would be of great interest to developers. That is one less financial challenge for them to solve.

Please note that the lower the income families and individuals you serve the more subsidies are required and the more complicated the financing structure becomes.

In order to increase the odds of this very needed housing being developed in the City of Avondale, every year the City should work with developers to pursue this option. LIHTC funding is very competitive and only a third to a fourth of the applications received are funded, so the best application and strongest partnerships will be awarded LIHTC funds. The more prepared City staff are to discuss and outline specific housing to be developed, the more likely multiple developers will be interested in working with the City. The greater the interest from developers, the more likely the City will get additional competition to provide the housing and greater benefits for residents.

Also working and partnering with experienced LIHTC developers will increase the odds of tax credit housing being developed in Avondale. There are quality developers that are interested in working with the City of Avondale from both the nonprofit and for-profit sectors to help provide this needed resource.

CONSIDER DOING AN AVONDALE POINT-IN-TIME COUNT: Annually, Avondale participates in the HUD sponsored Point-In-Time count. On a day in January that is determined by HUD, volunteers seek out persons who are experiencing homelessness and collect data regarding their homelessness.

The City of Tempe conducted their own count in June, 2019 to collect data that is not a part of the HUD questionnaire to find out additional background information including where the

person was prior to being in Tempe and when was the last time they were there. The collection of data that the City of Avondale wants to know will provide a better basis for the City regarding where to allocate funds and determine which services to be provided.

It is recommended that this specialized count be repeated and occur approximately six months after the HUD national count. By conducting counts six months apart, the City of Avondale can chart if there is a difference in the people who are experiencing homelessness in the winter versus the summer and obtain more specific information. Also, by collecting your own data locally, it can be used quickly and provide better “real time” data.

It is suggested that this activity occur every year. A detailed work plan and current map of know locations of unsheltered persons is provided in Appendix G.

EXPLORE THE CREATION OF A SOUTHWEST VALLEY TASK FORCE TO END HOMELESSNESS:

Currently the number of people identified in the 2019 the Point-In-Time (PIT) counts indicate 62 people were experiencing homelessness in the Southwest Valley: 35 in Avondale, 22 in Goodyear, and 5 in Tolleson. While PIT counts are not the most accurate methodology to ascertain the true number of people experiencing homelessness in the Southwest Valley, they do provide a basis upon which to address the issue. This Task Force could be charged with overseeing the PIT count and identifying goals, roles and responsibilities of all participating communities in the area.

Strategies to be developed by this Task Force need to be multi-dimensional and be a regional approach. Ending homelessness is a long-term and expensive undertaking. Redirecting resources and funds to serve this needy population is part of the solution to this problem, but construction housing and obtaining long-term rental assistance are critical for success.

By creating a Southwest Valley Task Force, resources and costs can be shared amongst all of the cities. Also, this effort will provide an opportunity to define roles and responsibilities of each city to address this issue.

REVIEW CURRENT ZONING POLICIES AND CODES TO INCREASE HOUSING OPTIONS:

The addition of ADUs (Accessory Dwelling Units) and tiny homes in neighborhoods will need careful review and consideration before such a policy change could occur. Small steps of allowing ADUs and tiny homes in small amounts may be successful rather than a huge overhaul of all current zoning regulations. This is a topic that residents may not understand nor support. Community outreach and education will be needed for these ideas to receive serious consideration.

The lack of options for developing affordable housing is felt throughout the nation and communities of all sizes and locations are searching for ideas for how to solve this problem. It is not advocated that more drastic measures such as eliminating single-family zoning on a going forward basis that has been adopted by Minneapolis, Minnesota (See Appendix H) and a similar

measure for all communities in Oregon that have more than 10,000 people (Appendix I) be pursued in Avondale. Rather a focused solution that examines housing options for all residents be explored and adopted.

ADVOCATE FOR AFFORDABLE HOUSING AT THE STATE LEGISLATURE: This past session of the Arizona Legislature saw a significant increase in the number of bills dedicated to improving and increasing affordable housing funding and programs. Habitat for Humanity was successful in passing a bill that will be dedicated to their cause and will obtain some additional funding from a specialized car license plate. SB 1300 was passed and ensures that LIHTC developments that are developed by nonprofit organizations do not have to pay property taxes. This will help ensure that LIHTC housing will not face increasing expenses (taxes) over the lifetime of the housing which much remain affordable for at least 30 years and threaten the long-term financial viability of the development.

However, not all of the bills that were passed were helpful. As was mentioned previously, HB 2358 passed which limits the efforts of nonprofits and others from assisting low income families with partial rental payments. More voices are needed at the Legislature to hear how the affects of legislation can adversely affect communities. The City could consider joining the Arizona Housing Coalition, a nonprofit entity that advocates for affordable housing statewide and have your City legislative representative advocate for these issues.

ACTIVITIES FOR 2021 AND BEYOND: As activities previously mentioned are addressed, many of them should not be considered as completed and therefore resolved. As long as there are people on Earth, circumstances are going to arise resulting in people needing help. Providing help and reducing the duration of homelessness should be the goal.

Given the trends witnessed in Arizona for the past few years, the number of people experiencing homelessness, and the numbers of people without shelter and have been increasing for the past three years. Therefore, continued efforts to increase housing for low- and moderate-income individuals and families most likely will be an on-going and increasing need, but also a solution to the problem.

Another area that will need constant attention is the work with the Maricopa County Continuum of Care. This will be an effort that will have no end, until HUD decides to have a different strategy for the awarding of funds for homeless programs. It is important that the City of Avondale be a part of these discussions, because through them the City will know what other partners are doing and can learn about other efforts to end homelessness and develop partnerships to share resources to address the issues.

CONTINUE EFFORTS TO OBTAIN LIHTC IN AVONDALE AND THE SOUTHWEST VALLEY:

By adding a few units every year of LIHTC apartments dedicated to very low income individuals and families, obtaining a few housing vouchers from the Housing Authority of Maricopa County or working with them to increase the number of units set aside for formerly homeless

individuals and families and increasing prevention and reunification with family members, this situation can be addressed. Bear in mind that providing only units for persons who have recently experienced homelessness will not be the only solution needed to this problem. As one person becomes stable, soon another will take their place. Life can be unpredictable and many are only a paycheck away from being homeless. Therefore, as attention is paid to providing housing for those who were recently homeless, it is also necessary to provide “move-up” housing for those who are stable and have incomes that can pay more rent, leaving their unit for someone who has a smaller income.

CONDUCT A POINT-IN-TIME COUNT IN AVONDALE: Continue conducting an Avondale specific count in July of each year. Encourage surrounding communities to join in this effort and share results. Brainstorm based upon this information how to coordinate and collaborative in service delivery.

CONTINUE EFFORTS OF A SOUTHWEST VALLEY ENDING HOMELESSNESS TASK FORCE: Just as needs for service will always be with us, on-going discussions and examinations of services provided will be needed. Always keeping an eye on ways to better coordinate and collaboration will also be needed.

CONTINUE TO ADVOCATE FOR AFFORDABLE HOUSING AT THE STATE LEGISLATURE: The need for affordable housing will always be with us. Develop relationships with other cities and actively pursue the Arizona League of Cities and Towns to raise this as a Legislative priority. The more voices that are seeking help and assistance with this matter, the greater likelihood of success.

CONCLUSION

The City of Avondale should be commended for tackling this difficult and challenging issue facing every community in the United States and quite frankly throughout the world. The direct service staff provide a multitude of needed services and programs to those in need in a manner that denotes a caring and compassionate approach with dignity for all.

In this report are my personal observations based upon a 30 plus year career in providing housing and related services to low- and moderate-income families and individuals in Arizona. The opinions expressed in this report are mine and I have worked to balance the needs of Avondale with the options available to address housing needs of the broader community. I have provided an overview of current conditions, suggested possible avenues to explore and discussed possible options to be implemented.

The recommendations and timelines for implementation are suggestions and should be reviewed and discussed amongst the Mayor, Councilmembers and City Staff to identify specific action steps to be adopted. The more specific the actions are and dates by which they are to be accomplished, the greater likelihood for success. Subsequent to those discussions it would be appropriate to involve the community in discussing solutions to this on-going issue. Plans that

are devised need the input of all and will need review and revision over time. While homelessness has always been in our communities, how it is manifested changes over time and policies and procedures adopted to reduce it need to be reviewed and altered over time to address changing conditions.

Next steps will be for the Mayor, City Councilmembers and City Staff to review the ideas suggested in this plan and determine which to focus upon, and identify the necessary resources to address solutions. It is important that after a course of action is adopted, a period of time (at least six months) for implementation occur so program and service effectiveness can be determined.

I would like to thank the City of Avondale staff who have assisted in this effort including the Mayor, City Councilmembers, and staff. A special thanks to Chris Lopez and Sheryl Steele for their assistance.

ⁱ MAGAZine – The Maricopa Association of Governments Quarterly Newsletter, “Street Count Shows Continued Rise in Homelessness – Numbers reveal an alarming trend,” May-July, 2019, page 1.

ⁱⁱ “The State of the Nation’s Housing 2019,” Joint Center for Housing Studies of Harvard University, page 35.

ⁱⁱⁱ MAGAZine – The Maricopa Association of Governments Quarterly Newsletter, “Street Count Shows Continued Rise in Homelessness – Numbers reveal an alarming trend,” May-July, 2019, page 1.

^{iv} “Preliminary Results – Unsheltered Street Count by Municipality (2019): 2019 Point-In-Time Count, Maricopa Regional Continuum of Care, March 22, 2019.

^v 2019 Point-in-Time (PIT) Count Draft Report, Maricopa Regional Continuum of Care, July 24, 2019.

^{vi} Wisconsin Department of Health Services: <https://www.dhs.wisconsin.gov/tic/principles.htm>.

^{vii} “The ABCs of ADUs – A Guide to Accessory Dwelling Units and how they expand housing options for people of all ages,” AARP, 2019. <https://www.aarp.org/livable-communities/housing/info-2019/accessory-dwelling-units-guide-download.html>

^{viii} “Phoenix leads nation in fastest rising rents,” Heather Cumberledge, July 2, 2019, https://www.azfamily.com/news/phoenix-leads-nation-in-fastest-rising-rents/article_6f2a3b8a-9ce1-11e9-ae6b-c320b7a76151.html.

^{ix} 2019 Arizona Income Limits, Arizona Department of Housing, <https://housing.az.gov/sites/default/files/documents/files/2019-SHF-CDBG-Median-Income-Guidelines-Rev-6.5.19.pdf>

APPENDICIES

Appendix A – City of Avondale Care 1st Resource Center Partners

Appendix B – Tumbleweed offers new weekly mobile services to Mesa’s homeless youth

Appendix C – Arizona Housing Inc – Horace Steele Commons Fact Sheet

Appendix D – Newtown Micro Estates Fact Sheet

Appendix E – Arizona House Bill 2358 – Residential Landlord and Tenant Act

Appendix F – Detailed Work Plan – I-HELP Shelter Expansion to Seven Nights Per Week

Appendix G – Conduct an Avondale Specific Point-In-Time (PIT) Count and MAG 2019 - Unsheltered Homeless Sites

Appendix H – Minneapolis, Tackling Housing Crisis and Inequality, Votes to End Single-Family Zoning

Appendix I – Oregon close to becoming first U.S. state to ban single-family-only zoning

Appendix J – 2019 Point-in-Time (PIT) Count Report

Appendix K – 2019 Arizona Income Limits, Arizona Department of Housing

Program Name	Partner(s)	Description	Type	Funding
IHelp	Lutheran Social Services Several local churches	A partnership of local churches and the community to provide transitional housing for homeless adults in the West Valley. Intake and pick up take place at the Resource Center.	Homeless emergency lodging program	Lutheran Social Services
Contributions Assistance Program	Homeless Youth Connection \$4000 CASS (Central Arizona Shelter Services) \$5000 Lutheran Social Services \$9400 New Life Center \$3000 Community Bridges \$7500 St Mary's Food Bank \$7000 Agua Fria Food Bank \$6000 A New Leaf – Siemer Program \$6000	General fund dollars used to support health and human service programs through non-profit agencies that assist members of the Avondale community.	Case Management	FY20 IGA with Maricopa County
Project Connect	United Way First Southern Baptist Church	Employment services, medical care, affordable rental services, clothing, personal care items, spiritual support, family and legal services, behavioral health, substance abuse services, shelter providers, haircuts, food, showers, bicycle repair, Department of Economic Security (DES), Social Security, Veteran benefits and more.	Food Shelter Case Management through community partners	City of Avondale
Point-in-Time Homeless Street Count		The Point-in-Time (PIT) count is a count of sheltered and unsheltered homeless persons on a single night in January. HUD requires that Continuums of Care conduct an annual count of homeless persons who are sheltered in emergency shelter, transitional housing, and Safe Havens on a single night. NFS Staff conduct surveys, provide program info and items (snacks, blankets, hygiene items and socks)	Homeless services Outreach	Valley of the Sun United Way City of Avondale staff

Community Action Program	Maricopa County Human Services Department	Provides crisis case management and financial assistance for utility payments and/or deposit, rent or mortgage assistance	Utility shut off Prevention Eviction prevention	IGA-Maricopa County Human Services
West Valley Municipal Human Services Collaborative	West Valley city staff and Police Departments	Monthly meeting to discuss collaboration that will unite our efforts toward homeless services.	Advocacy Collaboration Policy	
School Spirit Holiday Food Drive	Avondale Elementary School District Littleton Elementary School District Pendergast Elementary School District Imagine Avondale Elementary E-Institute of Avondale Agua Fria High School District Tolleson Union High School District	The School Spirit Holiday Food Drive is an annual event benefiting St. Mary's Food Bank Alliance. Participating Avondale schools compete to see which school can collect the most non-perishable food donations. The winner is determined by the total weight of the amount of food they collect. The food drive is sponsored by the Neighborhood & Family Services Department and the Avondale Youth Advisory Commission.	Food	Volunteer based
Heat Relief Network	Maricopa Association of Governments	A network of providers offering water donation sites, hydration stations and refuge locations across Maricopa County to assist vulnerable people and help prevent heat-related deaths.	Support/prevention	MAG/City of Avondale
EFSP funding,	W.H.E.A.T.	Eviction prevention, federal funding	No award for FY 19-20	Non- profit Federal funding
Phoenix Rescue Mission	Phoenix Rescue Mission Avondale Police Department	Provides homeless outreach and support to Avondale residents experiencing homelessness. Per our contract, case workers assist COA Community Resource officers 32 hours per month.	Mobile unit provides intake into HMIS and transportation for homeless individuals seeking programs and services.	FY2019 10,00 COA FY20 IGA- Maricopa County FY 20,000

APPENDIX A

				IGA-Maricopa County
Homeless Consultant Services	Dr. Sheila Harris, Harris Consulting	Dr. Harris will assist the City of Avondale in the development of a multi-year strategic plan to make homelessness rare, brief, and non-recurring.	Homeless Consulting	City of Avondale 10,000
Shelter and Homelessness Services	Maricopa County Human Services Department	1.0 FTE Homeless Services specialist Additional funding for full time case worker IHELP, Avondale Additional funding for full time Phoenix Rescue Mission case worker	Short term shelter services and support including outreach and transportation	IGA Maricopa County 100,000 annually with an additional 2-year renewal
(WIC)	Adelante Healthcare	Nutrition program for expectant mothers and children birth-five years	Nutrition/Early childhood	Non-profit Federal funding

Domestic Violence Support	A New Life Center Sojourner Center	Support groups, provide referrals	Domestic Violence	Non-profit
Siemer Family Stability Project	A New Leaf	Grant funding for Avondale School District students and their families to provide financial assistance and eviction prevention services	Eviction prevention McKinney Vento program	Non -profit Grant funding to the school district
Arizona Autism United	Arizona Autism United	Support /case management for families with autistic children	Special needs program Family support Early childhood education	Non-profit
Arizona Priority Education and Counseling	First Things First	Parenting classes, instruction, Early Childhood programs and curriculum Two 1.0 FTE staff Program costs and materials Developmental, Hearing and Vision Screenings Care Seat education and installation AZ Science Center classes	Family Support Parent Education Early Childhood education Early Intervention	Grant funding, IGA with First Things First

Senior program/services	Benevilla	Provides transportation and household task assistance to home bound seniors in the West Valley	Senior Services	Non-profit
First Teeth First	First Things First	Provides dental screenings, dental education and fluoride varnishes to families with children birth to five years of age	Early Childhood Education Health/Dental services	Non-profit
Goodwill Career Services	Goodwill Industries of Arizona	Provides employment services, computers to job search and job fairs.	Employment services	Non-profit
AHCCCS enrollment, cash assistance, food stamps, kids care	Helping families in Need	Provides health care and benefit enrollment assistance to eligible individuals	Health care enrollment AHCCCS , state programs	Non-profit

Citizenship classes	International Rescue Committee	Classes for individuals seeking US Citizenship	Adult Education	Non-profit
Adult probation program/juvenile diversion program	Maricopa County	Officers provide probation services, family meetings and diversion classes	Legal services prevention services	Maricopa County, State funding
Adult English language instruction	Southwest Valley Literacy	One on one tutoring program, classes and instruction	Adult Education	Non-profit
Veterans Navigator Services	Arizona Coalition for Military Families	Resource and referral services for veterans and military families	Veteran Services	Non-profit First Things First funds used for staff/navigator

Public phone, computers, fax, printing services	City of Avondale	Technology provided at the Resource Center for public use to remove the barrier of lack of technology to access services.	Technology Services	City of Avondale
Farmers Market	Adelante WIC /City of Avondale	Local farmers provide fresh fruits, vegetables and baked items to the public. WIC vouchers can be used for these purchases.	Food Resources	Non- profit City of Avondale, in kind
Head Start/Early Head start programs	West Side Head Start	Enrollment, recruitment and referrals provided Early childhood programs and preschool for eligible families	Early childhood program Early intervention program	Non-profit
Adult Health Screenings	University of Arizona	Health and medical screenings provided on site for adults	Health services Early intervention program	University of Arizona received grant funding for this program

Volunteer Income Tax Assistance program	A New Leaf		Free income tax assistance program on site from January through April	Financial Assistance Adult Education	A New Leaf Non-profit
First Time Home Buyer Assistance	Trellis		One on one consultation, homebuyer education and classes	Adult Education Financial Assistance	Non-profit
Front Desk staff/Reception Services, Resource Center Coordinator	Care1st Health plan City of Avondale		Daily reception and customer service provided through the coordinator and the front desk staff at the Resource Center	Customer Service Community partnerships	Care1st Health plan, grant funding and in kind

APPENDIX A

Care1st Avondale Resource Center Partner List

A New Leaf
A New Life
Adelante Healthcare (WIC)
Agua Fria Food and Clothing Bank
Area Agency on Aging
Arizona @ Work
Arizona Autism United
Arizona Children's Association
Arizona Coalition for Military Families
Arizona Community Farmers Market
Arizona Priority Education and Counseling (APEC)
Arizona Science Center
Association for Supportive Child Care
Avondale Community Action Program
Avondale Elementary School District
Avondale Family Education & Resource Program (AFERP)
Avondale Family Health Center
Avondale Fire & Rescue
Avondale Senior Center
Benevilla
Building Bright Futures, Child and Family Resources
Catholic Charities Head Start
Community Bridges
Community Legal Services
DUET
Eve's Place
Expect More Arizona
Father Matters
Goodwill Inc
Helping Families in Need (HFIN)
Housing Authority of Maricopa County
International Rescue Committee of Phoenix (IRC)
Kids at Hope
Littleton Elementary School District
Luke Air Force Base
Lutheran Social Services
Maricopa County Adult Probation
Maricopa County Juvenile Probation
Maricopa County Public Health
MidFirst Bank
Mission of Mercy
New Direction Institute for Infant Brain Development
Pendergast Elementary School District
Phoenix Rescue Mission
Raising Special Kids

Read on Avondale
Rio Salado College
Salvation Army (SHARE Program)
Sojourner Center
Southwest Family Advocacy Center
Southwest Human Development
Southwest Valley Literacy Association (SVLA)
Take Charge America
Taking Turns Toybrary
Teenage Outreach & Pregnancy Services (TOPS)
The Readiness Basket
Touchstone Health Services
Trellis
University of Arizona
Valle Del Sol
Valley of the Sun United Way

Tumbleweed offers new weekly mobile services to Mesa's homeless youth

By **Kelly Mixer** - August 10, 2016



The Tumbleweed Mobile Youth Resource Center on Wheels is a fully equipped van accompanied by a truck-towed, 16-foot trailer that contains two showers, two toilets, two sinks and two washer/dryer combinations. The trailer is available to Mesa homeless youths, 18-25, from 9:30 a.m. to 1 p.m. every

Friday at the Mesa Family Advocacy Center, 225 E. 1st St. (Submitted photo)

Being a homeless youth is difficult enough, but being a homeless youth on the first day of school today in the Mesa heat adds an entire new dynamic to the struggle.

That's why the non-profit Tumbleweed Center for the Youth has launched a new expansion of its 16-foot mobile unit to include Mesa. What this means is the Mobile Youth Resource Center on wheels will travel to the Mesa Family Advocacy Center, 225 E. 1st St., on Fridays from 9:30 a.m. to 1 p.m.

"Once a week this will allow teens ages 18-25 to use showers, restrooms and laundry facilities, while being given a backpack filled with non-perishable food items, water, and toiletries," said Lisa Cardinale, spokesperson for Tumbleweed. "They are also provided with information about safe shelters to stay in and other counseling services provided by Tumbleweed at that time."

The Tumbleweed Mobile Youth Resource Center on Wheels is a unique service: a fully equipped van accompanied by a truck-towed, 16-foot trailer that contains two showers, two toilets, two sinks and two washer/dryer combinations. The trailer stows and carries off all wastewater that the service generates for proper disposal. The van carries Tumbleweed staff who offer case management services, backpacks with non-perishable food items, internet access, clothing and hygiene supplies.

"Kids can come here and get backpacks with bottled water, snacks, a clean pair of socks, a hygiene bag, and more," Cardinale continued. "It's a safe place for them to come take a shower and we even give them shower flip-flops."

After reviewing Mesa Public Schools homeless statistics Ken Lynch, chief communications officer for Tumbleweed, said his group decided to add the city of Mesa to its weekly route.

"We were told Mesa (Public Schools) has a very high number of homeless students so we said, 'Let's get service started so people in Mesa know we're around,'" he said. "We started talking and Mesa hooked us up with the Family Advocacy Center."

"We're trying to get them off the streets and address their immediate needs and then get them into resource centers," Lynch continued. "We are also trying to educate the community because trust is a big issue, so we have to build that relationship when dealing with these youths."

Rachelle Wayne, youth care worker for Tumbleweed, emphasized the importance of trust with these local homeless youths.

"We focus on youths because adults are more likely to reach out for services on their own," Wayne said. "Youths don't trust the system and we're just here to give the resources and to let them know about it."

Lynch emphasized: "Tumbleweed equals homeless youth and homeless youths are very different than homeless adults. These youths are not homeless by choice but would much rather be with their family even if they don't have the family support."

"They need to know that they have choices and that we're not here to break up families. Many of them suffer from abuse and neglect at home, often substance abuse on the parental level. Thirty-eight percent of these kids come from the LGBTQ (Lesbian, Gay, Bisexual, Transgender and Questioning) community and have been bullied and fear for their safety. They're unsure of their food supply. Eighty-two percent have said they have been a victim of crime since becoming homeless and 40 percent attempt to kill themselves."

The service represents the first major expansion of Tumbleweed services outside of the central Phoenix core in Tumbleweed's 40-year existence. They conducted a pilot with the city of Phoenix late last year and found that over a four-month period, 12 visits were conducted at three library branches, serving 53 unduplicated youth. In addition to receiving "triage" services such as backpacks, water, food and hygiene supplies: 23 youths were referred to the Tumbleweed's Youth Resource Centers to for advanced Case Management Services; one entered Tumbleweed's Emergency Housing Program, and four were referred for

shelter services. In addition, 43 individuals (not youths) received basic needs from the Mobile Center as they do not turn people away based on their age.

Tumbleweed officials say homelessness can mean: living in a vehicle with or without family, camping out, living in a shelter, or temporarily residing with friends.

A recent survey Tumbleweed conducted with Arizona State University shows the levels of trauma experienced by Arizona's homeless youth in the home environment, on the street, or both: 32.1 percent experienced childhood physical abuse; 45.9 percent experienced emotional abuse; 26.4 percent were raped/molested, age 12 or younger; 20.3 percent were raped/molested, age 13-17; 25.6 percent had a history of sex trafficking; 22.3 percent attempted suicide; 44.3 percent have a history of self-harm; 46.3 percent have medical conditions.

Of the 25.6 percent who reported a history of sex trafficking, the percentage of each of these experiences is higher. Approximately 36 percent reported being LGBTQ, and many said they were being rejected by their families due to their sexual orientation. The percentage of LGBTQ youth who report a history of sex trafficking is 38 percent.

For more information on this new Mesa program, visit:
<http://tumbleweed.org/mobile-youth-resource-center>.

– **Kelly Mixer is managing editor of MyNewsMesa.com. Reach her at kmixer@mynewsmesa.com.**

Share this:





Horace Steele Commons

1735 Grand Avenue
Phoenix, AZ 85007

A community of safe and affordable living, desirable amenities and conveniently located close to the I-17 and I-10 freeways, and major bus lines which connect residents to nearby employment, shopping, supportive services and recreational activities. Our community has 84 fully furnished studio apartments. The front office is staffed 24/7 and includes a business center, community kitchen, resident computer with internet access, library and TV room. On-site supportive services are available to assist residents with maintaining self-sufficiency and creating a healthy living environment.



Apartment Amenities:

- Microwave
- Refrigerator
- A/C & Heat

Property Features:

- 24 Hour Front Office Staffing
- On-Site Laundry Facilities
- Nearby Public Transportation
- Library
- TV Room
- Business Center
- Shaded Picnic Area & Charcoal Grills
- Farmer's Market
- Community Activities (such as Shopping Trips, Movie Nights, etc.)

On-site Supportive Services:

- Peer Support through the Resident Council
- Open AA Meetings
- Supportive Services through AHI
- Resident Service Coordinators
- Behavioral Health Services through Community Bridges
- Additional Behavioral Health Services through Maricopa County's Regional Behavioral Health Authority*

Eligibility Requirements:

- Complete Application (located in the front office)
- Valid ID and Social Security Card
- Referral by a Case Manager that can complete a verification of homelessness
- Proof of Income (four paycheck stubs/benefits award letter)
- Pass Background Check (Sex offenders, violent felons and person with outstanding warrants are not eligible)

**Additional program requirements may be required for addiction & behavioral/mental health services.*

Arizona Housing, Inc.

209 W. Jackson St, Suite 100
Phoenix, AZ 85003

Thirteen small homes create a courtyard community focused on creating a comfortable atmosphere with less impact on the environment. Designed for maximum flexibility in a small footprint, these affordable, one-bedroom homes contain the best of small-home living.



MICRO ESTATES
TEMPE



**COMMUNITY-FOCUSED, SMALL-HOME LIVING
IN THE HEART OF TEMPE** tempemicroestates.org

Tempe Micro Estates is designed as an 'intentional neighborhood,' where residents share the desire to interact with their neighbors. Each home is small and private, but the sense of community around it is big.

Innovative and affordable, these homes are part of a Community Land Trust, providing resident controlled homes on community-owned land. The site features a 900-square foot Common Room near the front of the property providing a place to gather, share meals, relax, and interact with neighbors and friends. Each home faces a central courtyard, featuring Sonoran Desert-friendly landscape design, including:

orchard and shade trees; native and edible plants; and, space for each resident to manage their own on-site kitchen garden for growing fresh, healthy foods.

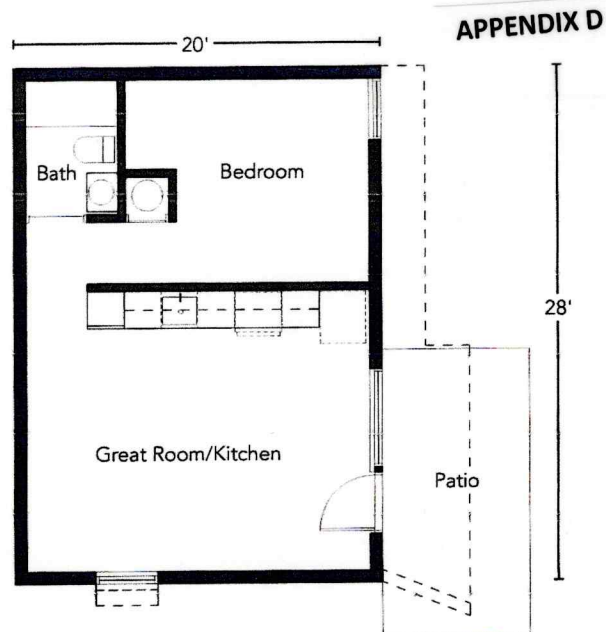
The Estates are conveniently located near light rail and the future Tempe Streetcar, and are close to employment, shopping, healthcare, and entertainment.

Visit tempemicroestates.org to learn how you can be part of this dynamic community.

Features and floor plan on back.



FRONT OF HOME – Color-Coordinated Unit with Side Entry



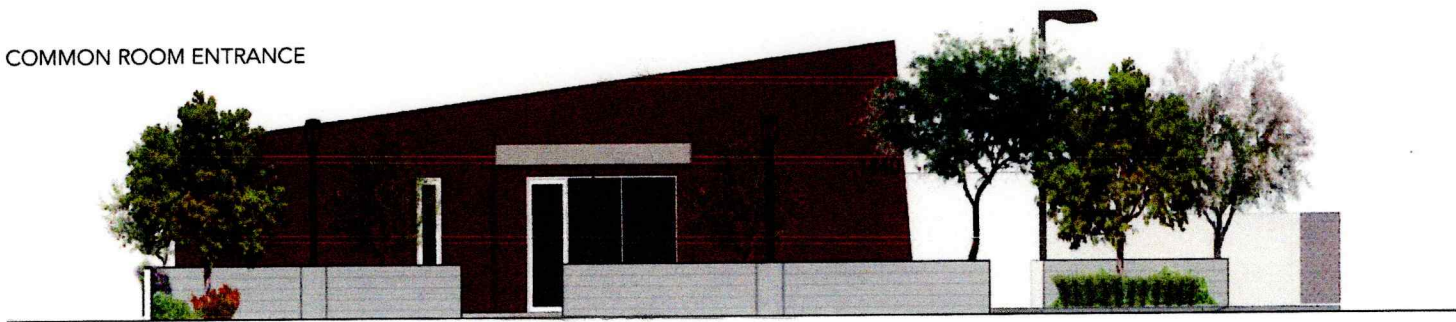
Unit Features

- 560 sq. ft. single-story homes with full-size appliances
- Personal patio to relax and enjoy coffee or tea
- Bright space with windows that open to take advantage of mild weather
- On-site, individual "kitchen gardens"
- Well-insulated and efficient systems designed to 'sip' A/C and heat
- Low embodied energy, small carbon footprint, and low-waste construction
- Locally-manufactured materials, as available
- Homes designed to meet or exceed ENERGY STAR® Home Performance Certification
- Low-ongoing ownership costs: easy maintenance, quality materials

Property Features

- Centrally located: easy to walk, bike, or take transit to every-day necessities
- Common Room: 900 sq. ft. community space
 - Provides indoor and outdoor gathering spaces
 - Encourages shared meals with community kitchen
 - Houses mailboxes, tool sharing, book and game library
 - Contains laundry facilities, with greywater feature that feeds landscaping and an option for line drying
 - Utilizes rainwater harvesting cistern with low-impact design to "plant the rain"
- Innovative landscaping: all on-site vegetation is edible or native flora to support a low-carbon lifestyle
- Secure, safe, and welcoming community
- Flexible open-space and on-site parking

COMMON ROOM ENTRANCE



Micro Estates are offered by Newtown CDC, a Tempe-based 501(c)(3) nonprofit organization. Our mission is to increase the supply of permanently affordable housing while developing and supporting homebuyers through innovative programs and partnerships. Visit our website to learn how our HUD-approved housing counseling agency can help you get ready to be a homeowner.



Community Development Corporation | Community Land Trust | HUD Approved Counseling Agency
 newtowncdc.org 511 W University Dr #4, Tempe, AZ 85281
 480.517.1589 phone TTY 877.243.2823 English 866.217.3362 Spanish



Bill Text: AZ HB2358 | 2019 | Fifty-fourth Legislature 1st Regular | Chaptered
Arizona House Bill 2358 (*Adjourned Sine Die*)

Bill Title: Landlord tenant; partial payment; assistance

Spectrum: Partisan Bill (Republican 9-0)

Status: (*Passed*) 2019-06-07 - Chapter 289 [HB2358 Detail]

Download: [Arizona-2019-HB2358-Chaptered.html](#)

Conference Engrossed

State of Arizona
House of Representatives
Fifty-fourth Legislature
First Regular Session
2019

CHAPTER 289

HOUSE BILL 2358

AN ACT

AMENDING SECTIONS 33-1310 AND 33-1371, ARIZONA REVISED STATUTES; RELATING TO THE ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT.

(TEXT OF BILL BEGINS ON NEXT PAGE)

Be it enacted by the Legislature of the State of Arizona:

Section 1. Section 33-1310, Arizona Revised Statutes, is amended to read:

33-1310. General definitions

Subject to additional definitions contained in subsequent articles of this chapter ~~which~~ **THAT** apply to specific articles ~~thereof~~ **OF THIS CHAPTER**, and unless the context otherwise requires, in this chapter:

1. "Action" includes recoupment, counterclaim, setoff, suit in equity and any other proceeding in which rights are determined, including an action for possession.
2. "Building and housing codes" ~~include~~ **INCLUDES** any law, ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any premises, or dwelling unit.
3. "Delivery of possession" means returning dwelling unit keys to the landlord and vacating the premises.
4. "Dwelling unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household. ~~"Dwelling unit" excludes~~ **DOES NOT INCLUDE** real property used to accommodate a mobile home, unless the mobile home is rented or leased by the landlord.
5. "Good faith" means honesty in fact in the conduct or transaction concerned.
6. **"HOUSING ASSISTANCE PAYMENT" MEANS ANY PAYMENT MADE TO THE LANDLORD BY A GOVERNMENT AGENCY, A PUBLIC HOUSING AUTHORITY OR ANY THIRD PARTY ON BEHALF OF A GOVERNMENT AGENCY, A PUBLIC HOUSING AUTHORITY OR ANY FOR-PROFIT ENTITY PURSUANT TO A SEPARATE WRITTEN RENTAL ASSISTANCE OR SUBSIDY CONTRACT BETWEEN THE LANDLORD AND THE GOVERNMENT AGENCY, PUBLIC HOUSING AUTHORITY OR THIRD PARTY ON BEHALF OF A GOVERNMENT AGENCY, PUBLIC HOUSING AUTHORITY OR FOR-PROFIT ENTITY. ♦ HOUSING ASSISTANCE PAYMENT DOES NOT INCLUDE ANY PAYMENT MADE BY A FAITH-BASED ORGANIZATION, A COMMUNITY ACTION AGENCY PROGRAM OR A NONPROFIT ENTITY.**

~~6~~ 7. "Landlord" means the owner, lessor or sublessor of the dwelling unit or the building of which it is a part, and it also means a manager of the premises who fails to disclose as required by section 33-1322.

~~7~~ 8. "Organization" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest and any other legal or commercial entity ~~which~~ THAT is a landlord, owner, manager or constructive agent pursuant to section 33-1322.

~~8~~ 9. "Owner" means one or more persons, jointly or severally, in whom is vested all or part of the legal title to property or all or part of the beneficial ownership and a right to present use and enjoyment of the premises. The term includes a mortgagee in possession.

~~9~~ 10. "Person" means an individual or organization.

~~10~~ 11. "Premises" means a dwelling unit and the structure of which it is a part and existing facilities and appurtenances therein, including furniture and utilities where applicable, and grounds, areas and existing facilities held out for the use of tenants generally or whose use is promised to the tenant.

~~11~~ 12. "Rent" means payments to be made to the landlord in full consideration for the rented premises.

~~12~~ 13. "Rental agreement" means all agreements, written, oral or implied by law, and valid rules and regulations adopted under section 33-1342 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.

~~13~~ 14. "Roomer" means a person occupying a dwelling unit that lacks a major bathroom or kitchen facility, in a structure where one or more major facilities are used in common by occupants of the dwelling unit and other dwelling units. Major facility in the case of a bathroom means toilet, or either a bath or shower, and in the case of a kitchen means refrigerator, stove or sink.

~~14~~ 15. "Security" means money or property given to assure payment or performance under a rental agreement. ~~"Security"~~ does not include a reasonable charge for redecorating or cleaning.

~~15~~ 16. "Single family residence" means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a single family residence if it has direct access to a street or thoroughfare and ~~shares neither~~ DOES NOT SHARE heating facilities, hot water equipment ~~nor~~ OR any other essential facility or service with any other dwelling unit.

~~16~~ 17. "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

~~17~~ 18. "Term of lease" means the initial term or any renewal or extension of the written rental agreement currently in effect not including any wrongful holdover period.

Sec. 2. Section 33-1371, Arizona Revised Statutes, is amended to read:

33-1371. Acceptance of partial payments; waiver of right to terminate; exception

A. A landlord is not required to accept a partial payment of rent or other charges. A landlord accepting a partial payment of rent or other charges retains the right to proceed against a tenant only if the tenant agrees in a contemporaneous writing to the terms and conditions of the partial payment with regard to continuation of the tenancy. The written agreement shall contain a date on which the balance of the rent is due. The landlord may proceed as provided in THIS article ~~4 of this chapter~~ and in title 12, chapter 8 against a tenant in breach of this agreement or any other breach of the original rental agreement. If the landlord has provided the tenant with a notice of failure to pay rent as specified in section 33-1368, subsection B ~~prior to~~ BEFORE the completion of the agreement for partial payment, no additional notice under section 33-1368, subsection B is required in case of a breach of the partial payment agreement.

B. FOR THE PURPOSES OF THIS SECTION, A LANDLORD'S ACCEPTANCE OF A HOUSING ASSISTANCE PAYMENT DOES NOT CONSTITUTE AN ACCEPTANCE OF A PARTIAL PAYMENT OF RENT OR A WAIVER OF A LANDLORD'S RIGHT TO TERMINATE THE RENTAL AGREEMENT FOR ANY BREACH BY THE TENANT.

~~B~~ C. Except as specified in ~~subsection~~ SUBSECTIONS A AND B of this section, acceptance of rent, or any portion ~~thereof~~ OF RENT, with knowledge of a default by THE tenant or acceptance of performance by the tenant that varied from the terms of the rental agreement or rules or regulations subsequently adopted by the landlord constitutes a waiver of the right to terminate the rental agreement for that breach.

APPENDIX E

APPROVED BY THE GOVERNOR JUNE 7, 2019.

FILED IN THE OFFICE OF THE SECRETARY OF STATE JUNE 7, 2019.

APPENDIX F

DETAILED WORK PLAN – I-HELP SHELTER EXPANSION TO SEVEN NIGHTS PER WEEK

Generally, there are five nights each week (Monday through Friday) that the current I-HELP program has consistent shelter beds and associated services. Occasionally, some weekend coverage is available. This results in clients not having shelter for two nights in a row (especially difficult during the hot summer months) and staff at the Care 1st facility being slammed every Monday morning for assistance.

In order to address this problem, the following work plan is suggested:

ACTION STEPS:

1. Find churches to provide shelter and services for the two remaining nights. Efforts have been made during the past two years to address this, but the work load of lead person at I-HELP have not allowed consistent time dedicated to meeting this need. Additional funding from Maricopa County will increase I-HELP staff and staff can be dedicated to achieve this task.
2. Meet with Lutheran Social Service staff to determine a specific action plan for identifying two additional churches to provide this service. Currently churches that provide shelter nights and associated services provide this service every week. This policy may make it too onerous to obtain additional churches to help with this effort. Explore the option of churches provide shelter and services one or two times per month, not every week.
3. Discuss with Lutheran Social Services the possibility of working with non-church groups to provide shelter and services. Non-church groups that are community service oriented (i.e. Kiwanis, etc.) might be able to provide assistance with this effort.
4. If a lack of facility to provide shelter and services prevents groups from participating in this program examine city facilities or other community sites that are not used on the weekends as possible shelter sites. A collective brainstorming session among the Mayor, City Councilmembers and City staff could be held to address this issue. City staff can provide the Mayor and Council with information regarding underutilized facilities and potential costs for the conversion to provide shelter and related services.
5. Consider holding a community summit to address this issue. Bring together interested or potentially interested parties to jointly problem solve how to find "Two More Nights." This will raise knowledge and interest in the community and result in more community interest to address this issue. Include in the discussion costs for the physical structure and needed improvements, as well as staffing, utilities and other operational costs.

Consider involving the communities of Goodyear and Tolleson in this discussion. When communities work together for a common goal the solution is more challenging and difficult but has longer term results.

Also include breaking down the tasks of operating a shelter into specific action items. The concept of providing shelter and associated services can be overwhelming to volunteers, but providing meals, bedding, staff, food and all of the related tasks by different individuals is not so overwhelming. This method will need greater oversight and coordination and will most likely result in City Staff having increased workloads. Most of these duties could be performed by the soon to be hired Homeless Services Specialist.

6. Include in the services provided data collection of the persons using the facility. The more information that is collected regarding the people needing services will aid in providing appropriate services and better matching resources provided with the needs that are presented. Information to be gathered should include, age (youth, elderly, etc.,) Veteran status, individuals or families and previous location before becoming homeless.

COSTS: The financial resources needed to address this issue will vary upon a variety of factors. If additional churches can be found to provide shelter sites, increased operational costs will be less than if city facilities are used. The more entities that are needed to provide services will increase the workload of the Homeless Services Specialist.

If the City were to decide to offer City facilities for the “Two More Nights” there will be costs associated with providing the physical space. Identifications of potential spaces that are unused on the weekends can be identified. Potential spaces for separate sleeping spaces for men and women, access to restrooms, space to have meals served and staff at a minimum will need to be found. Discussions with current I-HELP staff would be warranted to ensure that adequate space for all of the services currently provided can be accommodated.

When the new Marie Lopez Rogers facility is opened, the current Care1st facility might be one option to be explored for providing this service.

APPENDIX G

CONDUCT AN AVONDALE SPECIFIC POINT-IN-TIME (PIT) COUNT

By conducting a specific City of Avondale Point-In-Time (PIT) count data can be collected of specific interest to the City of Avondale, and not just the information required by HUD during the annual January count. It is suggested that the second count be approximately six months after the HUD count. By waiting six months, data can be gathered to see if weather or other conditions affect local counts.

The City of Tempe recently conducted their own PIT count. The results of that count are not yet available, but staff has indicated a willingness to share their survey, methodology and data. It is recommended that the City of Avondale take advantage of this opportunity.

Additionally, having PIT counts conducted twice a year, will help explain data anomalies and adjust resources as needed based upon data. Consider the information found in the chart below:

CITY OF AVONDALE PIT COUNTS

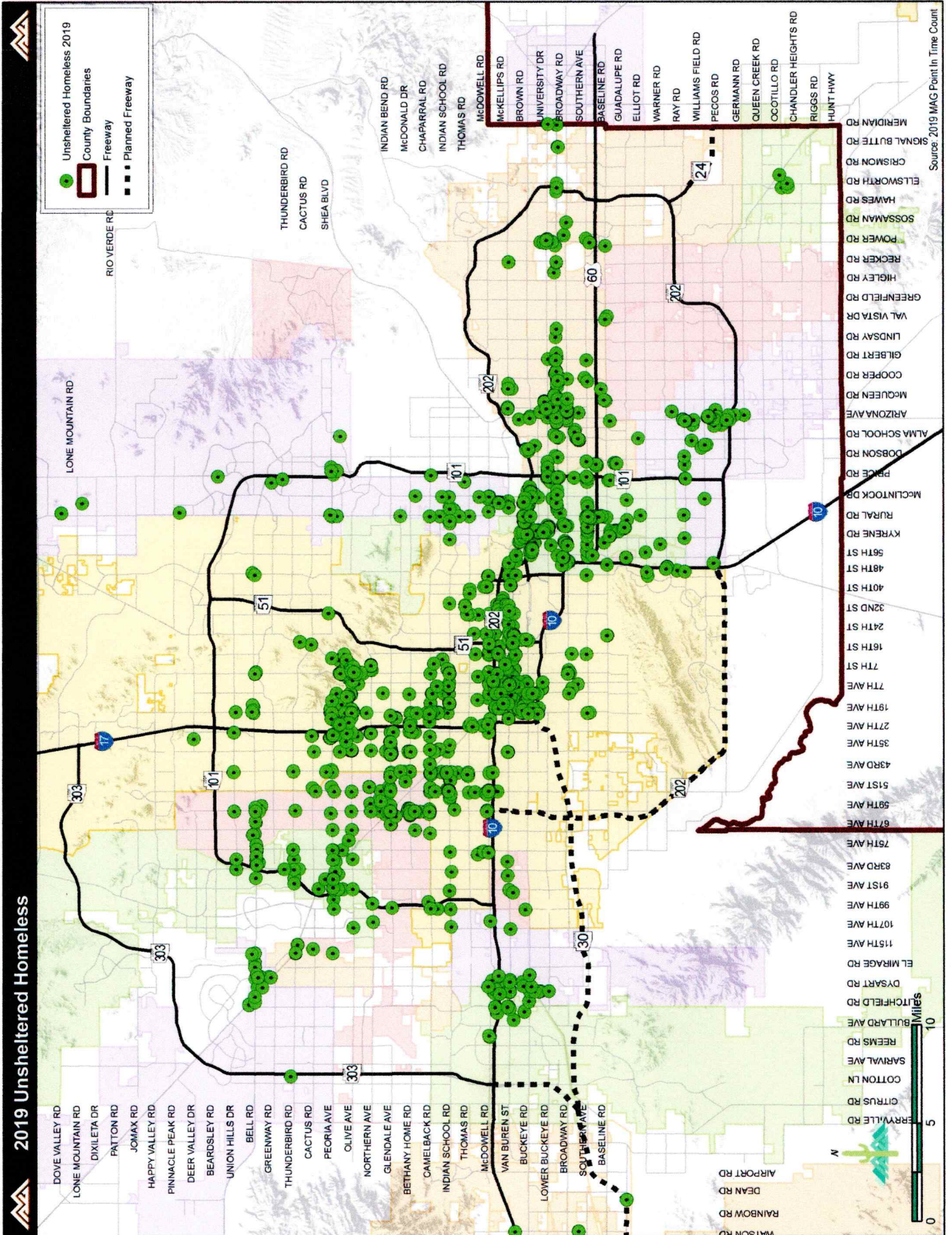
YEAR	PIT COUNT
2014	12
2015	20
2016	37
2017	27
2018	13
2019	35

This chart significant changes in the PIT count from year to year. No other community in the Southwest Valley experienced these same changes. The variances could be caused by weather, the number of people participating in data collection, lack of knowledge by interviewers where persons experiencing homelessness might be or other reasons.

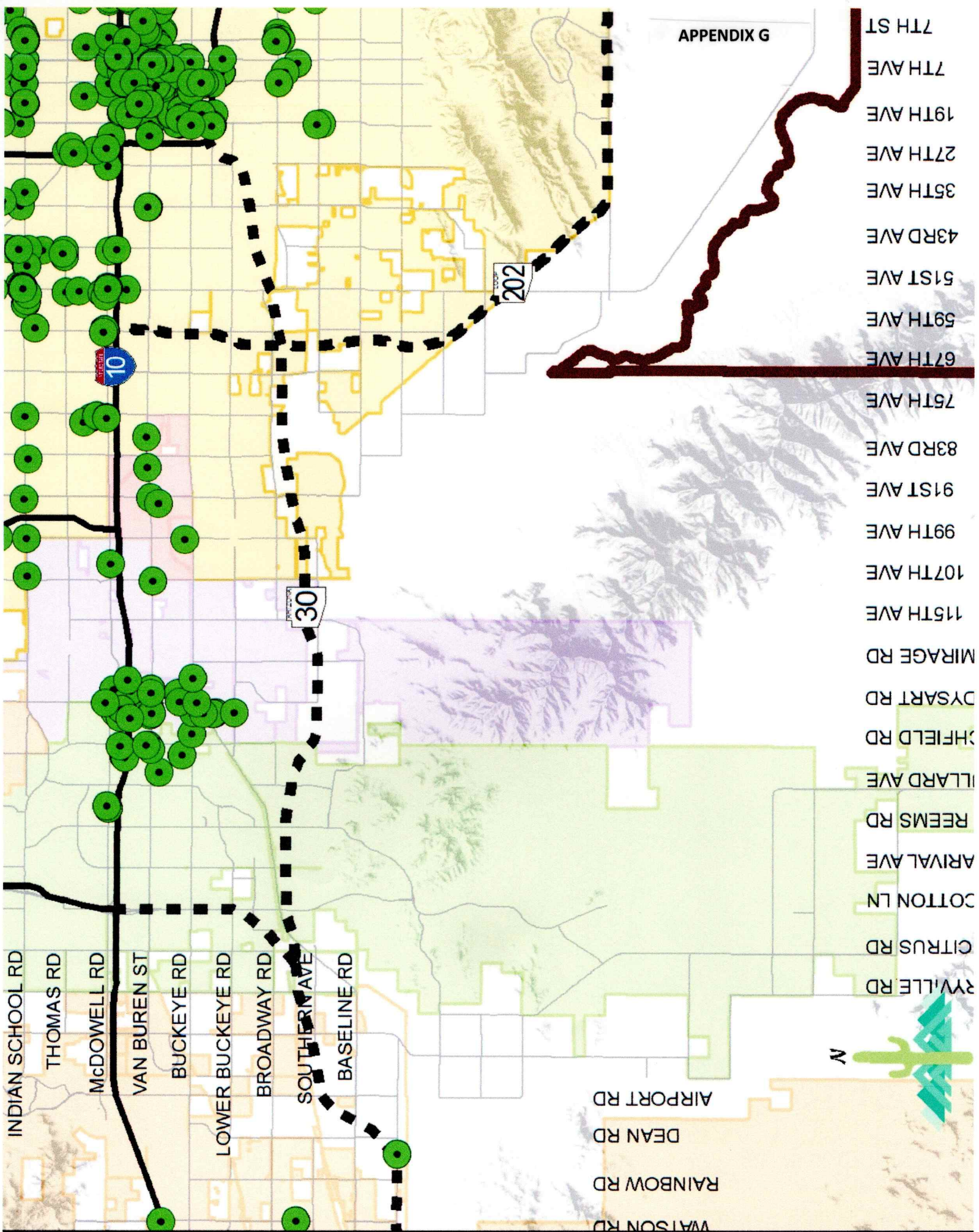
By adding specific questions and analysis of the data in real time, the City of Avondale can gather information that would help explain the data peaks and valleys. Further attention to data collection techniques is warranted to established a consistent data collection methodology. Issues to be address include:

1. Were the same number of people conducting the interviews year over year?
2. Were the people conducting the surveys adequately trained?
3. Where were the weather conditions?
4. Were the same locations for collecting data used every year? Were sites added or subtracted? Why?

Consistent data collection techniques will provide the City with better information upon which to make decisions regarding allocation of staff and other resources.



APPENDIX G



Minneapolis, Tackling Housing Crisis and Inequity, Votes to End Single-Family Zoning

By Sarah Mervosh

Dec. 13, 2018

In a bold move to address its affordable-housing crisis and confront a history of racist housing practices, Minneapolis has decided to eliminate single-family zoning, a classification that has long perpetuated segregation.

The Minneapolis City Council voted last Friday to get rid of the category and instead allow residential structures with up to three dwelling units — like duplexes and triplexes — in every neighborhood. Minneapolis is believed to be the first major city in the United States to approve such a change citywide.

Peggy Reinhardt, 75, an advocate who supported the decision, hopes the change will mean more housing options around her Uptown Minneapolis neighborhood. She sees young couples in apartments who cannot afford to scale up to \$400,000 houses, while elderly residents nearby are “house rich and cash poor” and have few options to downsize in their neighborhood.

“It’s that missing middle,” she said.

As cities across the country contend with an affordable-housing crisis that has led to gentrification and homelessness, few have been willing to take on single-family zoning, a way of living that is fiercely protected by neighborhood groups. Portland, Ore., is working on a plan to allow fourplexes in nearly all single-family

neighborhoods, and Seattle is considering rezoning 6 percent of its single-family neighborhoods to include more housing.

In Minneapolis, the decision came as part of a sweeping plan to propel the city into the future by addressing issues like housing, racial equity and climate change. The plan, called Minneapolis 2040, drew thousands of public comments, “Don’t Bulldoze Our Neighborhoods” yard signs and a last-minute lawsuit, but ultimately passed on a 12-to-1 vote.

It will now go to a regional planning agency for review. City officials expect the zoning changes to go into effect sometime next year.



A sign opposing the “Minneapolis 2040” plan outside a home in the Kenwood neighborhood in Minneapolis. Jenn Ackerman for The New York Times

Experts say adding density to single-family neighborhoods is a powerful tool to address housing affordability and chip away at segregation. While going so far as to eliminate single-family zoning may not be politically possible everywhere — the Minneapolis City Council is made up of 12 Democrats and one Green Party member — success there could offer one model of what is possible.

“Minneapolis is not alone in being a city with a history of intentional segregation,” Mayor Jacob Frey said in an interview this week. “I’m hopeful that we’re not alone in undoing it.”

How zoning is a proxy for race

Single-family neighborhoods rose to prominence across the country after the United States Supreme Court ruled in 1917 that zoning based on race was unconstitutional.

“Single-family zoning became basically the only option to try to maintain both race and class segregation,” said Jessica Trownstine, an associate professor of political science at the University of California, Merced, who has studied segregation.

In addition, generations of racial disparities in wealth accumulation, exacerbated by federally backed lending practices that discriminated against African-Americans, meant that most homeowners were white. “So if you make a particular part of the city homeowners only, then you essentially make that neighborhood restricted to whites,” Ms. Trownstine said.

Today, Minneapolis has a growing population of about 400,000 and is about 60 percent white, according to census statistics. The racial disparities are stark: Black and Native American babies in Minneapolis die at three to four times the rate of white babies. White residents, on average, make far more money than people of color. And nearly 60 percent of white households in Minneapolis own their home, while less than 25 percent of African-American, Native American and Hispanic households do, according to the city.

In its Minneapolis 2040 report, the city took the remarkable step of acknowledging — in writing — its own role in perpetuating that inequity.



Multiplex buildings stand alongside single-family homes in the Tangletown neighborhood in Minneapolis. Jenn Ackerman for The New York Times

Michael Lens, an associate professor of urban planning and public policy at the University of California, Los Angeles, said the city’s willingness to own up to the past was a necessary — but unusual — step in moving forward.

“It’s essential — and frequently not on the table,” said Mr. Lens, who is from Minneapolis’s twin city, St. Paul. “I think that’s great. ‘Minnesota nice’ in action.”

About 50 to 60 percent of Minneapolis is zoned as single-family only, according to city officials. In some cases, duplexes and triplexes have been grandfathered in and already exist in those neighborhoods.

Even still, “we don’t have enough homes for people who want to live here,” said Lisa Bender, the City Council president, who supported the plan. “Increasing our housing supply is part of the solution.”

That means allowing triplexes in every neighborhood and another key change: making it easier to build multifamily housing near transit corridors.

Janne Flisrand, a co-founder of the group Neighbors for More Neighbors, said that the zoning changes would help people like her: She bought her fourplex in Minneapolis in 1996 and has rented out three of the units to pay her mortgage. “I want to open the door for a Janne of 2018,” she said.

But many residents, particularly those who live near transit, fear they will “wake up one day” with a tall apartment building next door, said Lisa McDonald, a former City Council member who worked with the group Minneapolis for Everyone to oppose the plan.



A sign in support of the zoning changes in the front yard of a duplex in the Kenwood neighborhood of Minneapolis. Jenn Ackerman for The New York Times

She said she wanted the city to slow down — to prepare an environmental — impact statement and change zoning on a limited basis instead of citywide.

“We’ve tried very hard to work with the city to say, ‘Let’s find a rational approach to this,’” she said. “And instead, what the city has basically done is say, ‘If you’re not for this plan, you’re a racist and an elitist.’”

The city also faces a lawsuit over environmental concerns, which is pending.

What’s next?

“Sometimes,” he said, “the only thing people hate worse than the status quo is any change at all.” But he argued that solutions to the city’s problems should match the historical harm that was inflicted.

“Efforts to allow for a beautiful diversity of people throughout our city and in every neighborhood didn’t end with Brown v. Board of Education,” he said.

Mr. Lens, the U.C.L.A. professor, said it could take years to know whether the changes to single-family neighborhoods in Minneapolis have been successful.

But perhaps the best measure of the change, he said, would be no perceptible change at all.

“A lot of people that lived there for a long time and even some people that right now are upset about this kind of decision,” he said, “are going to look around their neighborhood and say: ‘This has been a good thing. This is still a great place to live.’”

Follow Sarah Mervosh on Twitter: [@smervosh](#).

A version of this article appears in print on Dec. 13, 2018, Section A, Page 12 of the New York edition with the headline: Minneapolis Ends Zoning That Became Proxy for Race

READ 210 COMMENTS

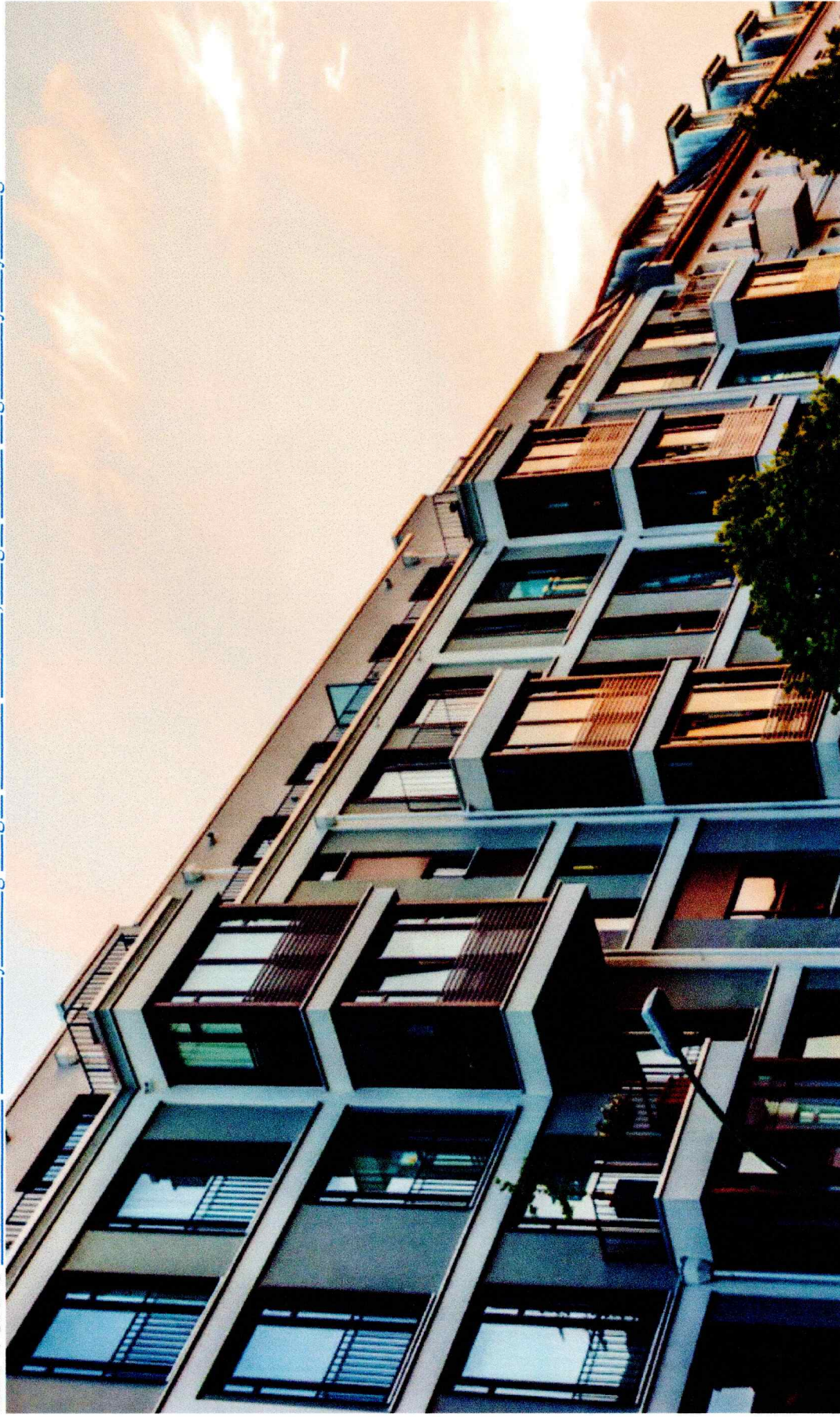
Oregon close to becoming first U.S. state to ban single-family-only zoning

Redfin claims House Bill 2001 could nearly triple for-sale housing in Portland

July 19, 2019

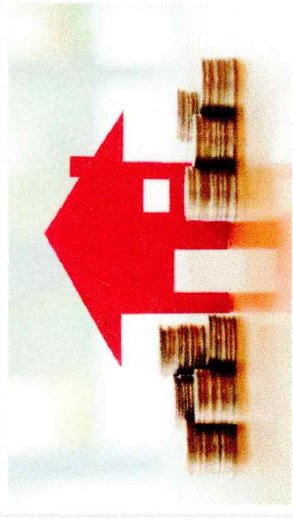
[Alcynna Lloyd](#)

KEYWORDS [House Bill 2001](#) [Multi-family housing](#) [Oregon](#) [Portland](#) [Portland, Oregon](#) [Redfin](#) [single-family-only zoning](#)



Earlier this month, Oregon's legislature passed [House Bill 2001](#), a measure that will require cities of more than 10,000 people to permit duplexes in areas currently zoned for single-family usage.

The bill, which received [bipartisan support](#), is set to go before Gov. Kate Brown, D-OR, who is expected to sign it, therefore positioning Oregon as the first state to ban single-family-only zoning.



Black Knight releases a mobile customer retention tool for servicers

Sponsored by **Black Knight**

If passed, the bill will also require cities of more than 25,000 people to allow 2-4 unit multifamily housing in areas formerly zoned for single-family usage only.

Additionally, House Bill 2001, which aims to provide more affordable housing options to Oregon residents, will apply to all cities within Portland's housing market.

According to a [recent analysis](#) from **Redfin**, the proposed single-family zoning ban could have a significant impact on Portland as the measure could nearly triple for-sale housing in its market.

"Hypothetically, the bill could help create 14,000 new homes—the equivalent of an entire spring's worth of new listings in the Portland metro, which would nearly triple the available housing supply in the area—if all the new homes were built at the same time," Redfin writes.

In order to determine this, the company calculated that there are roughly 500,000 single-family homes in the Portland metro area. Then they assigned each property a "redevelopment score" of 0 to 100, with 100 having the highest potential for redevelopment.

Redfin then decided that about 7,000 homes have redevelopment scores of 75 to 100, making them more likely to be either demolished or rebuilt.

"The homes that are likely to be redeveloped would be turned from single-family homes into duplexes, triplexes, fourplexes, townhomes or cottage clusters," Redfin writes. "We assumed that on average, one home on a lot with high redevelopment potential will be turned into three homes."

According to the company, there are currently around 8,000 homes for sale in the Portland metro. If 14,000 new units all came on the market at once, Redfin claims it could nearly triple the total available inventory.

"Portland has massive amounts of incoming residents, especially from Seattle and the Bay Area, and not enough new homes being built to keep up with demand. The homes that are being built are mostly unaffordable for the typical local," Redfin agent Matt Novak said. "Portland's housing market needs a workable way to increase housing density so new and existing residents can find affordable homes that aren't too far away from the city center."

Novak says adding duplexes, triplexes and townhomes, along with some backyard accessory dwelling units is one way to help keep the city's housing costs affordable for people who aren't able to spend more than a half-million dollars on an expensive home.

Note: In order to calculate Portland's market potential, Redfin created a model to determine which properties in Portland were most likely to be redeveloped.

2019 Point-in-Time (PIT) Count Report

Maricopa Regional Continuum of Care

APPENDIX J

What is the PIT Count?

The Point-in-Time (PIT) Homeless Count is an annual street and shelter count that determines the number of people experiencing homelessness in Maricopa County during a given point in time. Conducted on a single day in January, this project includes a brief survey to identify the needs and characteristics of those experiencing homelessness. Every Continuum of Care is required to submit PIT Count results to the U.S. Department of Housing and Urban Development (HUD) as part of a national effort to identify the extent of homelessness across the country.

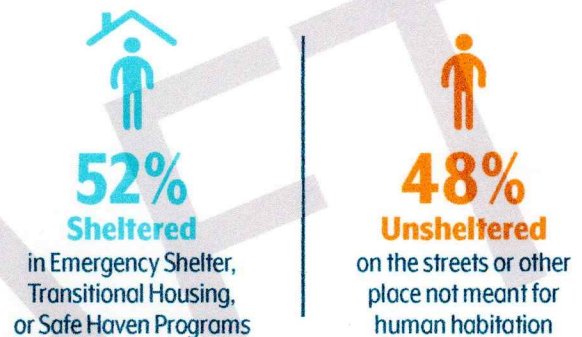
Why is it important?

The PIT Count is an important source of data on homelessness, and is reported to Congress as part of the Annual Homelessness Assessment Report (AHAR). The PIT Count is a primary source of unsheltered homeless numbers and helps to inform communities on the number of people who do not access services such as Emergency Shelters or Transitional Housing at any given point in time. As the unsheltered count in particular continues to rise across the region, increased regional efforts to address homelessness are necessary. Potential factors that may have contributed to the increase include: improvement in PIT Count volunteer training and recruitment, change in emergency shelter capacity, and rising housing costs in the region.

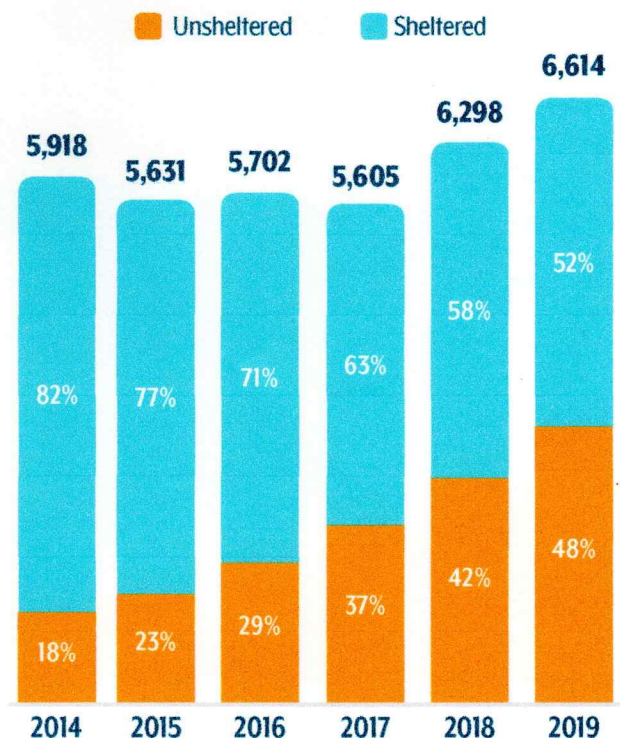
The PIT Count is a one-night snapshot of homelessness that is limited by weather conditions, number and training of volunteers, self-reported survey responses, and other factors. There are more people who experience homelessness over the course of the year than on any given single night. Every year, the Continuum of Care works towards improving the count's accuracy. The Maricopa Regional Continuum of Care is committed to using data from the PIT Count and the regional Homeless Management Information System (HMIS) to understand more about the population experiencing homelessness in the region and to provide solutions that will make homelessness rare, brief, and non-recurring.

2019 PIT Count Total

6,614
people experiencing homelessness
in Maricopa County on the night of
January 21, 2019



Total PIT Count, 2014-2019



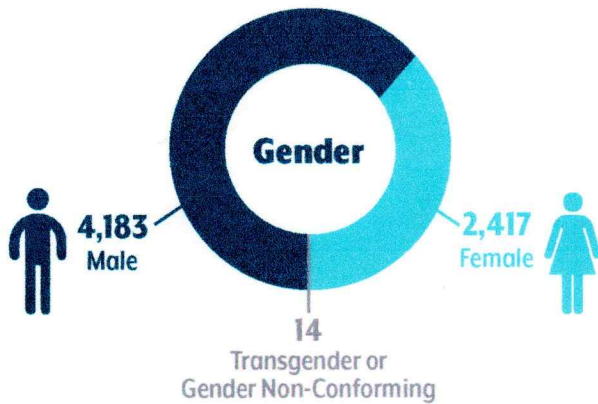
Source: Maricopa Regional Continuum of Care
PIT Count, 2014-2019

Growth Rate from 2018-2019

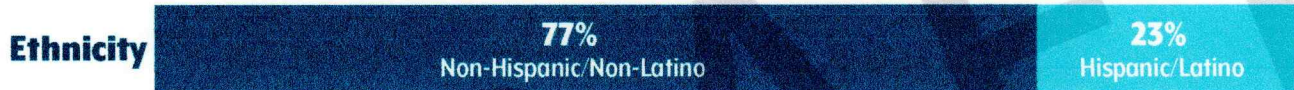
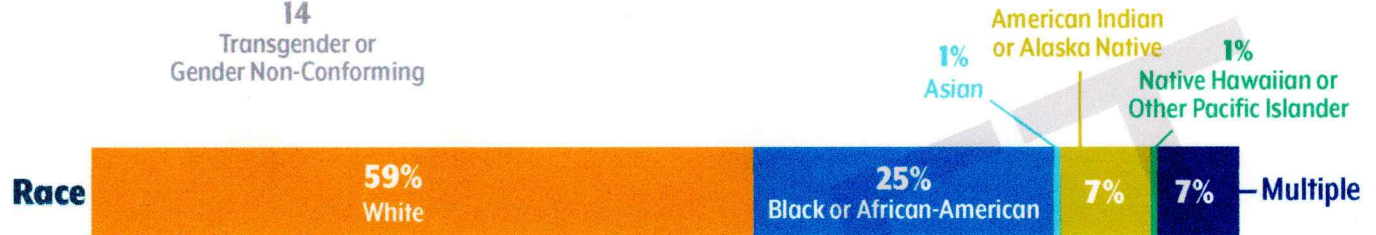


The unsheltered count increased at a **higher rate** than the overall PIT Count, while the sheltered count decreased.

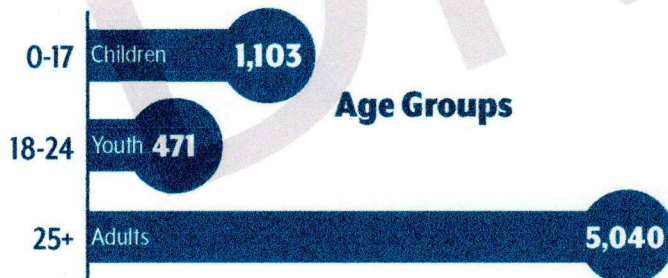
The demographics of the PIT Count have been fairly **consistent** over time. These charts show data from the 2019 PIT Count.



For the 2019 PIT Count, 63% of the population experiencing homelessness identified as male, 37% identified as female, and less than 1% identified as either transgender or gender non-conforming. The proportion of gender has remained the same for the PIT Count throughout the years. The PIT Count has a larger proportion of the population identifying as male than Maricopa County's average of 49% from the U.S. Census Bureau's 2018 Population Estimates.



Over the years, the ethnic breakdown of the PIT Count has remained the same with a significant majority identifying as Non-Hispanic or Non-Latino; by race there has been a slight decrease in the White population and slight increase in Multiple Races. The 2019 PIT Count reported a differing racial makeup than Maricopa County. Census estimates for Maricopa County are as follows: White (83%); Black or African American (6%); Asian (5%); American Indian or Alaskan Native (3%); Native Hawaiian or Other Pacific Islander (0%); and Multiple Races (3%). The PIT population also has a higher percentage of people identifying as Non-Hispanic or Non-Latino compared to Maricopa County population estimates (69%).

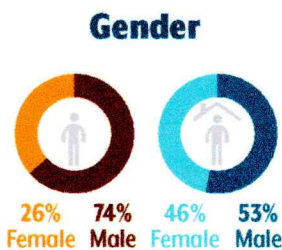


The largest age group from the PIT Count is adults (age 25+), which accounted for 76% of the 2019 PIT population. Children (age 0-17) make up 17% of the population, while youth (age 18-24) make up only 7% of the count. The percentage of adults identified from the PIT Count has been increasing throughout the years, while the percentages of children and youth have been decreasing. The PIT Count has a higher percentage of adults than population estimates for Maricopa County (67%).

Source: Charts show data from the 2019 PIT Count; Maricopa County demographics from the U.S. Census Bureau, 2018 Population Estimates

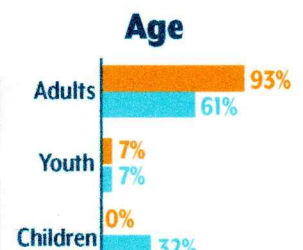
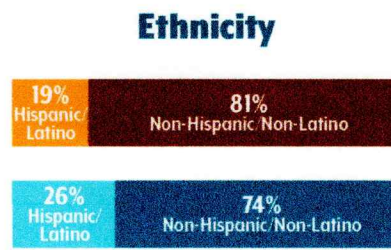
Comparison: Sheltered and Unsheltered Populations

Legend: Unsheltered (Orange), Sheltered (Blue)



Race	Unsheltered (%)	Sheltered (%)
White	71%	48%
Black	18%	32%
Asian	0%	1%
AI/AN ¹	9%	6%
NH/OPI ²	1%	1%
Multiple	2%	12%

¹American Indian or Alaska Native
²Native Hawaiian or Other Pacific Islander



Legend solid line Total --- Unsheltered - - - Sheltered

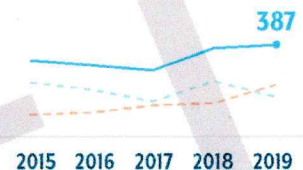
Families



From 2014 to 2019, the number of families has decreased by 43%. Families are defined in this report as households with at least one adult and one child. Almost all families identified from the PIT Count were in either emergency shelter or transitional housing, with only one unsheltered family reported in 2019. Families may be hard for volunteers to identify during the PIT Count due to tendencies to stay in vehicles or other hidden locations. This year's PIT Count took place on a particularly cold night, and it is possible that families were more likely to seek shelter that night.

Youth ages 18-24 are considered a vulnerable population, and the number has increased in the past few years. Efforts to specifically count the population of unaccompanied youth experiencing homelessness did not start until 2015. Youth are also a challenging subpopulation to identify during the PIT Count. To account for this, homeless youth service providers provided input on PIT Count strategies, including hosting magnet events at resource centers specifically for this subpopulation.

Unaccompanied Youth, Age 18-24



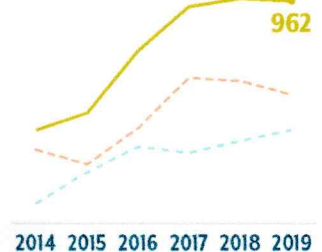
Veterans



The number of veterans experiencing homelessness has increased. After a slight decrease in 2018, the number of veterans identified during the PIT Count increased again in 2019. It is important to note that veteran status is self-reported for the PIT Count.

The number of people who meet the chronic homelessness definition has significantly increased over the years. From 2014 to 2019, the total number of chronically homeless has increased by 139%. Interestingly in the past two years, the chronic unsheltered number has decreased while the chronic sheltered number has increased. *The HUD definition of chronic homelessness is: (1) a person who lives in a place not meant for human habitation, Safe Haven, or Emergency Shelter, (2) has a disability, and (3) has been homeless continuously for one year OR four or more times homeless in the last three years, where the combined length of time homeless is at least 12 months. When a head of household meets this definition, all household members are counted as chronically homeless.*

Chronically Homeless



The PIT Count also collects information on other subpopulations based on self-reported, voluntary responses:

Additional Populations

	2014	2015	2016	2017	2018	2019
Mental Illness	586	523	931	866	903	966
Substance Abuse (Alcohol/Drug)	458	420	910	711	1,228	1,116
HIV/AIDS	75	13	68	60	80	117
Domestic Violence	581*	604*	1,177*	1,154*	425	805

*Prior to 2018, the PIT Count collected data on 'Survivors of Domestic Violence'; in 2018, this field changed to 'Fleeing Domestic Violence'.

Regional Trends

APPENDIX J

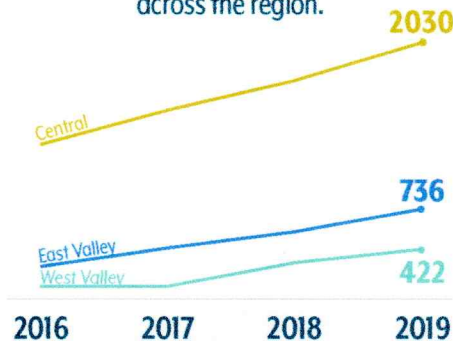
Unsheltered Count

The overall unsheltered count for the Maricopa County region has been steadily increasing at an average of 25% each year. The number of people experiencing unsheltered homelessness in each subregion has also been increasing annually, with the majority of the unsheltered population concentrated in central Phoenix.

Subregions: West Valley Central East Valley

Unsheltered Count by Subregion

Unsheltered homelessness is rising across the region.

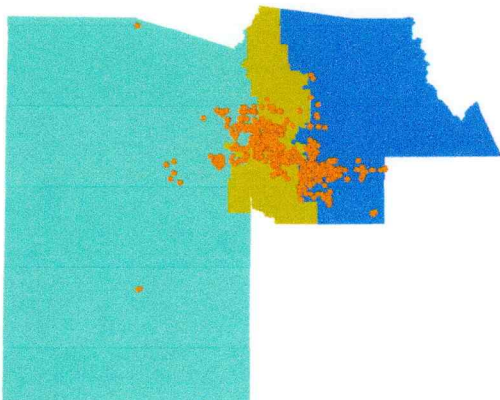


Subregion	2016	2017	2018	2019
Central	1,235	1,508	1,735	2,030
East Valley	276	412	560	736
West Valley	135	139	323	422

Unsheltered PIT Count Growth Rate

From 2016 to 2019, unsheltered homelessness in the Maricopa County region increased by **94%**. In the Central subregion (Phoenix), the growth rate in unsheltered homelessness was **64%**. In the East Valley, unsheltered homelessness increased by **167%** and in the West Valley, it went up by **213%**.

Locations of 2019 Unsheltered Surveys, Maricopa County



A more detailed map of the Unsheltered PIT Count is available online at:
<https://www.azmag.gov/Programs/Homelessness/Point-In-Time-Homeless-Count>

Unsheltered Count by Municipality

Municipality	2016	2017	2018	2019
Avondale	37	27	13	35
Buckeye	0	0	22	24
El Mirage	0	0	2	7
Gila Bend	9	7	8	4
Glendale	44	57	164	194
Goodyear	7	7	22	22
Litchfield Park	0	0	0	0
Peoria	31	22	38	78
Surprise	6	16	39	33
Tolleson	0	0	9	5
Wickenburg	0	1	2	2
Youngtown	1	2	4	18
Phoenix	1,235	1,508	1,735	2,030
Carefree	0	0	0	0
Cave Creek	2	0	1	0
Chandler	14	27	54	54
Fountain Hills	0	0	0	0
Gilbert	1	2	4	2
Guadalupe	8	0	9	21
Mesa	95	130	144	206
Paradise Valley	0	0	0	0
Queen Creek	1	1	5	4
Scottsdale	67	50	67	76
Tempe	88	202	276	373
Total	1,646	2,059	2,618	3,188

New Survey Questions

This year, two questions were added to the unsheltered count interview survey:

Where were you this time last year?



88% Maricopa County
7% Another State
5% Another County in AZ

2018

Number of Pets?



182

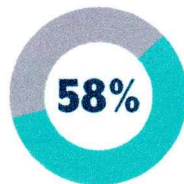
(including 10 service animals)

Source: Unsheltered PIT Count interview surveys

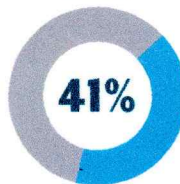
Sheltered Count

Most people experiencing sheltered homelessness during the 2019 PIT Count were in **Emergency Shelters**.

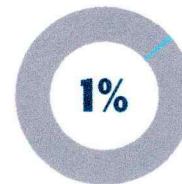
Emergency Shelter
(1,975)



Transitional Housing
(1,406)



Safe Haven*
(45)



Sheltered Count by Subregion

Subregion	2016	2017	2018	2019
Central	3,182	2,871	2,827	2,548
East Valley	663	486	704	672
West Valley	211	189	149	206
Total	4,056	3,546	3,680	3,426

The majority of Emergency Shelter, Transitional Housing, and Safe Haven* programs are located in Phoenix. In recent years, two major emergency shelter programs closed, which likely impacted the decrease in the sheltered count. As the homeless population continues to grow, there is an insufficient number of beds available in shelter programs.

* Note: Maricopa County no longer has "Safe Haven" projects, however, certain veteran Grant Per Diem beds are required by HUD to be reported as Safe Haven for the PIT Count.

Maricopa County

Maricopa County is the fastest growing region in the nation. The annual population growth rate has remained steady at 2% since 2012 (*U.S. Census Bureau, Population Estimates*). The PIT Count increased by 12% from 2017 to 2018, and 5% from 2018 to 2019.



Housing costs are high in the region.
Maricopa County is the second most expensive county in Arizona.

Hourly Wage Needed to Afford a One-Bedroom Apartment at Fair Market Rent

\$16.69

Maricopa County

>

\$15.56

Arizona

Source: National Low Income Housing Coalition, *Out of Reach* 2019

Methodology

This year, approximately 750 volunteers, staff, and outreach workers participated in the PIT Count across the Maricopa County region. The unsheltered count relies on interview and observation survey responses. All cities and towns except for Phoenix do a direct census count. The City of Phoenix uses an extrapolation method that identifies high and low density grids. High density grids are counted via complete census, while a random sample of low density grids are counted and extrapolated. PIT Count volunteers used either paper survey forms or a

mobile app to submit electronic surveys for each person they encountered. The mobile app was able to accurately record geographic coordinates for mapping purposes, and due to its ease of use, volunteers were often able to complete more surveys. The sheltered count comes from the region's HMIS and service provider surveys to verify the number of beds and occupancy rates for each program.



Special thanks to the 2019 PIT Count Municipal Coordinators, volunteers, staff, and outreach teams that put in the time and effort to make this a successful count; Crisis Response Network for collecting and verifying provider data for the Housing Inventory Chart and Sheltered Count; and the Maricopa Regional Continuum of Care Board, Committee, and Data Subcommittee for their input and support of this annual count.

For more information, visit <http://azmag.gov/Programs/Homelessness/Point-In-Time-Homeless-Count>

MARICOPA
ASSOCIATION OF
GOVERNMENTS
Prepared by the
Maricopa Association of Governments (MAG)
(602) 254-6300 www.azmag.gov

2019 ARIZONA INCOME LIMITS

State of Arizona -- State Housing Fund and CDBG Programs HOME, HOPWA, State HTF, NSP and CDBG Program Income Limits

ARIZONA COUNTIES

Effective 6/28/2019

		1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON	+
Flagstaff, AZ Coconino County MEDIAN HOUSEHOLD	30%	16050	18350	20650	22900	24750	26600	28400	30250	
	50% (Very Low-Income)	26750	30600	34400	38200	41300	44350	47400	50450	
	60%	32100	36720	41280	45840	49560	53220	56880	60540	
	80% (Low-Income)	42800	48900	55000	61100	66000	70900	75800	80700	
Lake Havasu City-Kingman, AZ Mohave County MEDIAN HOUSEHOLD	30%	11450	13100	14750	16350	17700	19000	20300	21600	
	50% (Very Low-Income)	19100	21800	24550	27250	29450	31650	33800	36000	
	60%	22920	26160	29460	32700	35340	37980	40560	43200	
	80% (Low-Income)	30550	34900	39250	43600	47100	50600	54100	57600	
Phoenix-Mesa-Glendale, AZ Maricopa - Pinal Counties MEDIAN HOUSEHOLD	30%	15300	17500	19700	21850	23600	25350	27100	28850	
	50% (Very Low-Income)	25550	29200	32850	36450	39400	42300	45200	48150	
	60%	30660	35040	39420	43740	47280	50760	54240	57780	
	80% (Low-Income)	40850	46650	52500	58300	63000	67650	72300	77000	
Prescott, AZ Yavapai County MEDIAN HOUSEHOLD	30%	13900	15900	17900	19850	21450	23050	24650	26250	
	50% (Very Low-Income)	23150	26450	29750	33050	35700	38350	41000	43650	
	60%	27780	31740	35700	39660	42840	46020	49200	52380	
	80% (Low-Income)	37050	42350	47650	52900	57150	61400	65600	69850	
Sierra Vista-Douglas AZ Cochise County MEDIAN HOUSEHOLD	30%	11700	13350	15000	16650	18000	19350	20650	22000	
	50% (Very Low-Income)	19450	22200	25000	27750	30000	32200	34450	36650	
	60%	23340	26640	30000	33300	36000	38640	41340	43980	
	80% (Low-Income)	31100	35550	40000	44400	48000	51550	55100	58650	
Tucson, AZ Pima County MEDIAN HOUSEHOLD	30%	13450	15350	17250	19150	20700	22250	23750	25300	
	50% (Very Low-Income)	22400	25600	28800	31950	34550	37100	39650	42200	
	60%	26880	30720	34560	38340	41460	44520	47580	50640	
	80% (Low-Income)	35800	40900	46000	51100	55200	59300	63400	67500	
Yuma, AZ Yuma County MEDIAN HOUSEHOLD	30%	10700	12200	13750	15250	16500	17700	18950	20150	
	50% (Very Low-Income)	17850	20400	22950	25450	27500	29550	31600	33600	
	60%	21420	24480	27540	30540	33000	35460	37920	40320	
	80% (Low-Income)	28500	32600	36650	40700	44000	47250	50500	53700	
: Apache County MEDIAN HOUSEHOLD	30%	10400	11900	13400	14850	16050	17250	18450	19650	
	50% (Very Low-Income)	17350	19800	22300	24750	26750	28750	30700	32700	
	60%	20820	23760	26760	29700	32100	34500	36840	39240	
	80% (Low-Income)	27750	31700	35650	39600	42800	45950	49150	52300	

2019 ARIZONA INCOME LIMITS

ARIZONA COUNTIES

Effective 6/28/2019

State of Arizona -- State Housing Fund and CDBG Programs HOME, HOPWA, State HTF, NSP and CDBG Program Income Limits

		1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON +
: Gila County MEDIAN HOUSEHOLD	30%	10900	12450	14000	15550	16800	18050	19300	20550
	50% (Very Low-Income)	18150	20750	23350	25900	28000	30050	32150	34200
	60%	21780	24900	28020	31080	33600	36060	38580	41040
	80% (Low-Income)	29050	33200	37350	41450	44800	48100	51400	54750
: Graham County MEDIAN HOUSEHOLD	30%	12900	14750	16600	18400	19900	21350	22850	24300
	50% (Very Low-Income)	21500	24550	27600	30650	33150	35600	38050	40500
	60%	25800	29460	33120	36780	39780	42720	45660	48600
	80% (Low-Income)	34350	39250	44150	49050	53000	56900	60850	64750
: Greenlee County MEDIAN HOUSEHOLD	30%	12900	14750	16600	18400	19900	21350	22850	24300
	50% (Very Low-Income)	21500	24550	27600	30650	33150	35600	38050	40500
	60%	25800	29460	33120	36780	39780	42720	45660	48600
	80% (Low-Income)	34350	39250	44150	49050	53000	56900	60850	64750
: La Paz County MEDIAN HOUSEHOLD	30%	10400	11900	13400	14850	16050	17250	18450	19650
	50% (Very Low-Income)	17350	19800	22300	24750	26750	28750	30700	32700
	60%	20820	23760	26760	29700	32100	34500	36840	39240
	80% (Low-Income)	27750	31700	35650	39600	42800	45950	49150	52300
: Navajo County MEDIAN HOUSEHOLD	30%	10450	11950	13450	14900	16100	17300	18500	19700
	50% (Very Low-Income)	17400	19900	22400	24850	26850	28850	30850	32850
	60%	20880	23880	26880	29820	32220	34620	37020	39420
	80% (Low-Income)	27850	31800	35800	39750	42950	46150	49300	52500
: Santa Cruz County MEDIAN HOUSEHOLD	30%	10450	11950	13450	14900	16100	17300	18500	19700
	50% (Very Low-Income)	17400	19900	22400	24850	26850	28850	30850	32850
	60%	20880	23880	26880	29820	32220	34620	37020	39420
	80% (Low-Income)	27850	31800	35800	39750	42950	46150	49300	52500

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 9/9/2019

TO: Mayor and Council

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

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

PURPOSE:

City Council will consider a request to approve the June 3, 2019 and June 17, 2019 City Council Meeting Minutes. The Council will take the appropriate action.

BACKGROUND:

n/a

DISCUSSION:

n/a

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approval of the June 3, 2019 and June 17, 2019 City Council Meeting minutes.

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
June 3, 2019

A **Work Session** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 6:07 p.m.

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

Members Absent: Mayor Kenn Weise and Council Member Curtis Nielson.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Cindy Blackmore, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Dan Davis, Economic Development Services Director; Lindsey Duncan, Finance and Budget Director; Kirk Haines, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Police Chief ; Cherlene Penilla, Human Resources Director; Larry Rooney, Acting Fire Chief; Tracy Stevens, Development & Engineering Services Director; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Community Relations and Public Affairs Director.

Audience: Approximately ten members of the public were present.

1 ROLL CALL BY THE CITY CLERK

2. SPECIAL EVENTS CALENDAR FISCAL YEAR 2019-2020

Kirk Haines, Parks and Recreation Director, presented a recap of the Fiscal Year 2018-2019 Special Events, and requested City Council feedback regarding the 2019-2020 special events program.

Presentation by Mr. Haines included:

- Acknowledged the Police, Fire, Community Relations, and Public Works departments for their team efforts in special event programs.
- Recognized employees of the department:
 - Danielle Smith, Recreation Specialist, who will assist in overseeing event activities and is a significant part in organizing special activities.
 - Christina Underhill, Assistant Director, who is a driving force behind events and programs.
- Types of special events:
 - Signature events are larger events that are managed by a contract service provider, Goosebump Marketing and Events.

- Specialty events are events within the neighborhoods. These events include movie nights in the parks, events at the American Sports Centers, and events at the Boys and Girls Clubs.
 - Affiliated events involve partnering with other agencies through resources, funding, and in-kind contributions.
- Over the past year, over 40,000 individuals participated in six signature events and sixteen specialty events, with an investment of nearly \$450,000 and approximately \$85,000 received in revenue from sponsorships.
- Signature Events:
 - In October, Billy Moore Days was held to include a carnival, a parade, water barrel wars, and stage entertainment.
 - In December, Winterfest was held at City Hall and included holiday lighting at the City Hall campus.
 - Culture Pop was very well organized but a cold night which resulted in limited participation. Next year the event will be held later in the year for better weather.
 - Tres Rios Nature Festival was a two-day festival near ISM Raceway. The event is a very popular event with outdoor activity and growing sponsorships.
 - KidFest was held at Friendship Park in early April and is close to maxing out the parking lot space but am looking at other transportation to bring people to the event.
 - Fiesta Avondale is a Cinco de Mayo festival held on Western Avenue.
- Specialty Events:
 - Veteran's Day Ceremony Event
 - Memorial Day Event
 - Avondale Cup Golf Tournament Fundraiser
 - New Year's Eve Festival with fireworks show
 - Waterpalooza on July 4th
- Affiliated Events:
 - Dio De Los Muertos with Ballet Folklorico Esperanza at Goodyear Farms Cemetery
 - Black History Month at Estrella Mountain Community College
- Next year's calendar includes the continuance of Billy Moore Days, the six signature events, and two new specialty events.
- Half-metric bike ride to occur in the fall. Staff are looking at partnering with the medical corridor and provide healthy activities. The event will be in city limits and are looking at partnering with ISM and using the racetrack in the course. The event will start and end at Friendship Park.
- The grand opening of the Festival Fields park is anticipated around Thanksgiving.
- The remaining events consist of additional movie nights in the parks and other opportunities as they arise.
- The contract amendment with Goosebump will be brought forward in July to cover the next few years. The organization has been a very good partner to the City of Avondale. The organization spends many hours planning, organizing, funding, and working with special interest groups.

Council Member Pineda expressed his appreciation for the information and commended Mr. Haines and his staff for their efforts. He stated his family looks forward to the upcoming events.

Council Member Malone thanked Mr. Haines for the report and expressed appreciation to the staff for coordinating the events. She inquired if Goosebump, the event coordinator, seeks community input with respect to the events. Mr. Haines stated that they do some organizing on some of the events and work with merchants in the historic area, which include routine monthly planning meetings. He added that based on feedback received from the community and merchants last year, some changes were made. Signature events were also streamlined. Council Member Malone inquired if businesses who are located outside of the fencing have been contacted, encouraging them to participate within the event. Mr. Haines said that approaching those vendors is a good idea and staff will conduct those conversations. He explained the fencing was originally placed for alcohol use control.

Council Member Conde also thanked Mr. Haines and inquired if the ice-skating rink would be continued at the upcoming Winterfest, as 2019 was the first year to have the ice-skating rink. Mr. Haines stated that the continuance of the ice-skating rink has not been discussed yet, but it seemed to be a popular and successful event. Council Member Conde commented on the success of the canoeing and paddle boarding at the Tres Rios Nature Festival. Additionally, she commented on the successful egg hunt at the KidFest event and suggested two different time frames for the egg hunt to manage the traffic safety. Mr. Haines agreed, noting that several people were frustrated with the traffic and missed the egg hunt. He said that other opportunities to address the issue would be explored. In response to Council Member Conde's question regarding the New Year's Eve event, Mr. Haines stated that the Festival Fields grand opening event would replace the New Year's Eve event. Council Member Conde expressed her appreciation for the Winterfest light show, mentioning how it brought the community together.

Council Member Kilgore thanked Mr. Haines for the wonderful presentation and commented on how residents are very happy to attend the events and never hears of complaints. He commented on the weather during Culture Pop, although it was cold, it was still a wonderful event. Council Member Kilgore also commended staff for their contribution to Black History Month and allocating funds for the event. He commented on risk management of the ice-skating rink and inquired if participants would be required to complete a liability form for future events. Mr. Haines clarified that participants were required to sign forms prior to participating in the activity and staff will look at the safety aspects of the activity. Council Member Kilgore noted the importance of risk management and commended staff for their quick response to an incident mentioned by Mr. Haines. He also commented that Phillip Cundiff, Risk Manager, would appreciate their risk management efforts. Council Member Kilgore noted on residents who have been driving by the Festival Fields Park, who are eager and excited for the grand opening.

Vice Mayor Dennis asked staff do appropriate coordination with respect to moving the date of Culture Pop as the event is normally held with the Community College, in honor of Black History Month. Mr. Haines stated the Black History Month event and the

naturalization ceremony are separate events which staff had concerns with overlapping in the past. These issues will no longer occur with the change in the date. Vice Mayor Dennis inquired on the transportation for the KidFest event. Mr. Haines stated that participants were bussed in from the elementary schools which was a successful coordinated effort to alleviate the parking issues. Vice Mayor Dennis suggested using similar type of resources for other events as they grow larger. Lastly, she thanked Mr. Haines and his staff for the programs that are brought to the community.

Council Member Conde thanked staff for being mindful and reaching out to HOAs for the neighborhood movie night events.

3. CIVIC CENTER OFFICE BUILDINGS

Dan Davis, Economic Development Services Director, presented information on an opportunity to develop office buildings on the Civic Center campus.

Presentation by Mr. Davis included:

- There is approximately one million square feet of office space available with a 2.7% vacancy rate, which is common for communities in the west valley.
- The rates within the Phoenix metro area are in the high teens with more space allowed within the older communities in Phoenix.
- A few months ago, staff began researching ways to change the dynamics of the environment. As a result, two PAD locations were located on Avondale Boulevard in front of City Hall.
- History of the locations:
 - When Civic Center was built in 2003/2004, the City bought the entire parcel and then sold three PAD locations and the scenic view corridor to Sun Construction. Sun construction, working with partners, developed the 31,000 square foot city-owned office building that currently houses ISM Raceway, three other businesses and the city emergency operations.
 - The two PAD sites are 1.54 acres and 2.9 acre along Avondale Boulevard.
 - A purchase agreement included a provision that allowed the city to purchase the two PAD sites back at a pre-determined price of \$3/foot, if development was not accomplished within eight years. The sites are currently owned by Sun Construction and the eight years has passed.
- Opportunities for development are to encourage the private sector and gain additional office square footage for business attraction purposes.
- Consulted with LEA Architects, LLC to create preliminary conceptional drawings to see how buildings for office space could fit in the space, to include parking and building orientation.
- The conceptional drawings included the following:
 - One office building at 20,000 square feet
 - One office building at 40,000 square feet
- Staff are working to identify who would occupy the buildings. Initially, the private sector was considered but was then later identified for possible city purposes.

- The city could use the 20,000 square foot building for additional city-use and use the 40,000 square foot building for therapeutic recreation and physical therapy for University of Medical Sciences (UMS).
- This would allow USM to stay in the city rather than look elsewhere for a new home, allowing for business retention.
- Staff have worked regionally with partners through Westmark and other west valley cities to hold events to encourage private business investments.

Council Member Malone commented on the 2.7% office vacancy rate, inquiring how the city is encouraging businesses to move into the city. Specifically, she mentioned the green retail section on Van Buren. Mr. Davis stated that the current vacancy rate is consistently analyzed. He stated that the retail vacancy rate in the area of Elisio Felix Jr. Way and Van Buren Street has a higher vacancy rate at 5% but across the city, the vacancy rate is healthy and there would always be a churn rate. Staff work with the property owners to encourage occupancy.

Council Member Malone inquired on the land at ISM that Mr. Davis mentioned. To clarify, Mr. Davis explained UMS is located within the ISM building on the Civic Center complex. He also mentioned that through dialogue with UMS, it was brought to staff's attention that UMS loved their current location and did not express interest in moving to the new medical corridor.

In response to Council Member Conde's question about the current market price per square foot, Mr. Davis stated it is around \$6 or \$6.50 per square foot.

Council Member Pineda commented that the building looked nice the way it was situated. Additionally, he commented on the additional parking being a positive for future events at City Hall.

Vice Mayor Dennis asked if staff are moving one way or another with respect to using the building for city use or leasing the building to a business. Mr. Montoya stated staff are going to work more into the details, conduct an RFP, and bring the information back to City Hall with hard data. Vice Mayor Dennis suggested the city get out of the business of leasing space. Mr. Montoya agreed, the city does not want to compete with the marketplace in leasing their buildings and noted that the space would be well used for additional City staff.

Vice Mayor Dennis asked more information on possible utilization for Lot A.

Council Member Conde and Council Member Pineda were both in favor of utilizing the building for the future needs of the city.

4. RESOURCE CENTER SCHEMATIC DESIGN

Chris Lopez, Neighborhood and Family Services Director, presented the revised schematic design for the new Resource Center.

Presentation by Mr. Lopez included:

- Core values have been influential in decision making with respect to the layout of building and staff's priorities.
 - Create a welcoming and connected environment for individuals entering the facility, providing for a pronounce and grand presence.
 - Create a safe environment, including traffic within the parking lot and access throughout the building.
 - Facilitate the idea of community within the facility, to include interaction between seniors and youth.
 - Foster collaboration to be effective in delivering services to the community.
 - Flexible uses for senior services and the resource center needs. Supporting different size events and group meetings.

Rick Carr, Abacus Project Management, provided highlights of the master plan:

- The master plan for the full development is located between 9th Street and 10th Street and between Riley Drive and Western Avenue.
- The plan provided for additional expansion on the south side of the building.
- Additional parking between the Resource Center and the facilities to the south which will create a buffer zone.
- Proposed facilities to the south include fire station, police substation, and a detention facility.
- The proposed facilities were strategically moved to the west to ensure the view to the southeast was maximized.

Council Member Malone inquired on the mentioned proposed facilities. Charles Montoya, City Manager, responded that, as previously mentioned to City Council, the expansion of the site would include the additional detention facility and removing the facility from Western Avenue. The current detention facility will need significant repairs in the near future and the city will need to plan for the growth of the facility. The site can be used for any other purpose that City Council desires, but the detention facility was one of the items that was brought up to staff.

In response to a follow-up question by Council Member Malone, Mr. Montoya explained the additional site to the south is not within the CIP and is being presented as a conceptual design only at this time. At the time, staff are looking to use the site for the detention center only, but the additional facilities have been added to the design to provide for possible future uses of the space.

Mr. Lopez continued with the following presentation:

- A specified bus stop for the Zoom bus route.
- A vehicle speed table has been designed in front of the facility as a mechanism to ensure pedestrians can safely travel from the parking lot to the resource center. This area will be elevated to help draw drivers' attention to the area, enhancing safety.
- A loading zone for seniors was added to the right of the speed table in the front of the building.

- After feedback from Council, staff reworked the service yard area to minimize traffic through the parking lot. The service yard will provide access for meal deliveries off 110th Street, with parking spots for the delivery vehicles.
- A barbeque area, a denoted large garden area, and a walking path have been added to the design.
- Pedestrian access was presented through diagrams.
 - A pedestrian corridor, with possible seating and shade, was added as a safe way for pedestrians to enter the building.
 - Two major paths are being anticipated for pedestrians, one north of the facility and one along the sidewalk on 9th Street.
 - The Zoom Bus route was moved out of the parking lot and placed on Riley Drive to enhance the reliability of the bus and to minimize the traffic within the parking lot.
 - Staff reviewed how the senior buses will pick up and drop off passengers. Just prior to opening, the seniors will be delivered at the front of the building, minimizing the distance they are required to walk.
 - Food delivery area will be located off 10th Street with the semis parking on 10th Street and the meal delivery vehicles inside the service yard.
 - Adequate public parking in the front parking lot will be used daily and staff parking on the west side of the building. The staff parking will be a gated area, with the gates open during the day.
 - Trash will be collected on the north side of the parking lot, well before the center opens for the day.
 - The staff parking to the west of the building will be locked at night, securing city-owned and AAA vehicles.
- Program zones included the senior center, resource center, city program staff, community rooms, main lobby, and a shared break room for city staff and partners.
- Senior center utilizes the indoor/outdoor space with the patio area and barbeque.
- Senior dining area is connected to a classroom with a movable partition to enlarge the classroom space.
- A movable partition is planned for the two large classrooms to the south side of the building to host large group events.
- The building is designed for growth:
 - The partner workstations expanded from 15 to 32.
 - The staff workstations expanded from 11 to 16, providing for future growth.
 - The classroom space expanded from 2 to 5, providing for 10 to 150-person capacity.
 - Kitchen expanded from 750 square feet to 1250 square feet which will make the preparation of meals much more efficient.
- Best views of the Estrella Mountains are indicated in the plan.
 - View A. is the view from the dining room in the senior center which includes a clear view, with no future construction to the south.
 - View B. and view C. are views from the large classrooms / conference room.
- Next steps:
 - Currently asking for approval of the Construction Manager at Risk contract.
 - Design completion by December of 2019.
 - Begin construction in January of 2020.

- Project completion in the fall of 2020.
- Designs and updates will be presented through the process.

Council Members Conde thanked Mr. Lopez for the presentation and expressed her appreciation for staff being mindful of Council's concerns, especially the traffic flow concerns presented by Council Member Malone. She looks forward to seeing the larger kitchen, the larger gathering spaces, and the end result.

Council Member Kilgore gave accolades to Mr. Lopez for the excellent presentation and commented that he was unable to give previous input due to being absent at the last City Council meeting. Council Member Kilgore remarked that this project has been a long time coming and he remembers discussions of combining both facilities prior to the current Council. He commented that Mr. Lopez now has the reins, as previously held by Stephanie Smalls, and the project looks very good. He stated the input that has been given on the building is phenomenal. Council Member Kilgore stated he is happy that a location has finally been identified that is feasible for the city. He stated he is glad staff listened to prior and current Council on bringing the facility to fruition.

Council Member Kilgore commented positively on the following items:

- Vehicle speed table
- Loading zone, utilizing 10th street
- Service yard
- Barbecue
- Walking path, although he preferred it indoors, he is glad one was added
- Designed for growth, extra workspaces for the classrooms
- Kitchen space, which will help during Thanksgiving and for the Tamales event
- Views

Council Member Kilgore inquired if the monument sign would be a digital sign. Mr. Lopez stated that staff are still working on the monument sign as they want to ensure it draws the attention to the front of the facility, making it special. He stated staff will bring concepts back to Council at a future date. Council Member Kilgore suggested the sign be digital to allow advertisings of city events, services at the resource center, businesses within Historic Avondale, and sports clubs. Lastly, Council Member Kilgore stated he liked the overall design and concept of the building.

Council Member Pineda thanked Mr. Lopez and his team for listening to the comments and suggested that were provided. Council Member Pineda inquired on the type of amenities that would be provided within the kids play area. Mr. Lopez explained the play area would be similar to the play area at the Care1st Resource Center to include play tables (Lego play table) and interactive tools that promote gross and fine motor skills. Mr. Lopez explained the kids play area will be center seating area to ensure it is in the heart of the building and a highly visible space for parent supervision. Council Member Pineda voiced concern that the kids play area may be too busy for the selected space. He recommended moving the play area away to minimize conflicts with the center's other users. Mr. Lopez explained that the floor plan presented was a result of similar discussions and modified the kids play area, moving it deeper into the resource center,

incorporating past comments from City Council. Although not depicted within the plan, there will be additional seating near the main entrance to provide a quieter seating area. Council Member Pineda recommended putting in a curved wall at the kids play area to separate the children's activity from people moving through the center.

Council Member Malone expressed her appreciation for adding the speed table, ensuring the safety of the visitors. To piggyback off Council Member Pineda's comments, Council Member Malone stated the kids play area welcomes a lot of activity within the central area of the facility. She suggested restructuring the area with the computers, providing for a quieter space for computer users. Council Member Malone inquired on the location of the conference room that will be utilized by the partners. Mr. Lopez explained one of the designated offices within the pink area is a smaller conference room that can be utilized by the partners, ideal for family discussions. He noted that partners would have access to all other conference rooms within the facility. In response to a question by Council Member Malone, Mr. Lopez explained growth was factored within the plan of the building, which includes city growth. Council Member Malone suggested there be a designated conference room for City staff and for the partners. Mr. Lopez stated staff would explore designating a conference room to the partners.

Vice Mayor Dennis inquired if trash pick-up could be facilitated through 10th Street, instead of through the parking lot, hiding the trash containers from public view. Mr. Carr stated they would look at the details again to ensure it is visually appealing, explaining that coming off 10th Street had not initially been considered but they will look at that option. Vice Mayor Dennis stated she liked Council Member Kilgore's suggestion regarding the digital sign as it is a great opportunity to advertise events and services. She inquired about flipping the senior center to the back of the building. Mr. Lopez stated that flipping the senior center did not provide the best accessibility for the seniors as well as provide the best views. Vice Mayor Dennis inquired on the programming within the senior center, such as pottery, wood working. Mr. Lopez stated that staff are excited for the building as it will provide more opportunities with the programming. The large classroom adjacent to the dining room would accommodate a variety of uses, such as the sewing club and arts and craft. The fitness and gaming room would include fitness equipment and be used for activities such as Wii bowling, as well as low-impact fitness classes, such as Zumba. He noted on the opportunity for teen programming at the facility. Vice Mayor Dennis voiced concern that the rooms might be overbooked and are not available for the senior programs.

Vice Mayor Dennis thanked staff for their time and hard work on this project. Council Member Kilgore expressed his excitement for the project, commenting on the time he has spent at both facilities, even prior to being elected. He noted that the plans are designed based on what staff see daily, with different needs at each location. He expressed his appreciation to the staff for including the stakeholders.

5 ADJOURNMENT

Motion was made by Council Member Pineda, seconded by Council Member Kilgore, to adjourn the work session meeting.

Upon vote, the motion carried unanimously 5 to 0.

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

Meeting adjourned at 7:36 p.m.

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 7:46 p.m.

Vice Mayor Dennis led the Pledge of Allegiance followed by a moment of silent reflection in remembrance of the families and responders of the City of Virginia Beach shooting.

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

Members Absent: Mayor Kenn Weise and Council Member Curtis Nielson.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Cindy Blackmore, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Dan Davis, Economic Development Services Director; Lindsey Duncan, Finance and Budget Director; Craig Jennings, Judge; Kirk Haines, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Police Chief ; Cherlene Penilla, Human Resources Director; Larry Rooney, Acting Fire Chief; Tracy Stevens, Development and Engineering Services Director; and Jeffrey Scheetz, Chief Information Officer.

Audience: Approximately fifteen members of the public were present.

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 PRESENTATION ITEMS

a. AGUA FRIA HIGH SCHOOL'S STOP THE BLEED PROGRAM

Ms. Crystal Mowbray, Sports Medicine Instructor and Advisor for Agua Fria High School, presented the Stop the Bleed Program to City Council. Ms. Mowbray introduced Alicia Casanova who was also present to assist with the presentation.

Ms. Mowbray's presentation included:

- Brand-new program that was developed after the 2012 Sandy Hook school shooting.

- After the shooting, it was identified that about one-third of the individuals who could have survived perished due to the lack of knowledge on how to stop bleeding or use a tourniquet.
- The program was created to teach individuals how to recognize excessive bleeding and trauma, how to immediately respond to trauma, and the appropriate steps to save a life.
- In most shootings, professionals cannot get in fast enough, so the public are often required to take the appropriate steps.

Ms. Casanova's presentation included:

- The training is needed because tragedy can occur anywhere, and the overall goal of the program is to prevent casualties.
- The primary principles of immediate response include the A-B-Cs of bleeding:
 - **A**lert: Call 9-1-1
 - **B**leeding: Find the bleeding/injury
 - **C**ompress: Apply pressure by use of tourniquets

Ms. Mowbray's presentation continued:

- Local Elks will be assisting with a grant in order to create trauma kits for each of the lockdown buckets at the Agua Fria campus, with a bucket in each classroom.
- The Agua Fria Chapter will be training all staff members, including custodians, maintenance, and security staff.
- There will be on-going training for students through breakout sessions throughout the year.
- The Agua Fria Chapter would like to extend assistance for the Stop the Bleed training, if the city identifies a need for the training for employees.

Council Member Malone thanked Ms. Mowbray for bringing the issue to her attention. She commended Agua Fria School for their work on the program.

Council Member Kilgore gave accolades to Ms. Mowbray for the excellent presentation and expressed his appreciation for Ms. Mowbray previously reaching out to him. Council Member Kilgore was able to get Ms. Mowbray in contact with city staff to which he stated he was glad she was able to present to City Council. He mentioned a previous event that Ms. Mowbray held that Council Member Kilgore's daughter participated in. He stated it was a wonderful event that his daughter learned a lot from. Lastly, Council Member Kilgore expressed his appreciation for the initiative on bringing the information to the schools as well as the community.

Ms. Mowbray gave a brief update on the event Council Member Kilgore referenced. The event was a large healthcare event held at 35th Avenue and Bethany Home with an attendance of approximately 250 people, where a translator was available for the training.

Council Member Conde inquired on the lockdown buckets. Ms. Mowbray explained the buckets were developed with the idea that when a lockdown occurred, students would be able to use the bucket for bathroom uses. The buckets were donated by Home Depot and are supplied within every classroom in the Agua Fria school district. She noted additional

training and supplies are included within the buckets. Council Member Conde inquired on the frequency of the training. Ms. Mowbray explained the training is a three-to four-hour training. Council Member Conde commended those who worked on the program and for providing the training to all staff.

Council Member Pineda agreed with Ms. Mowbray that a shooting could happen anywhere. He commented that having the information and know-how makes individuals prepared, which is exactly what educators are doing. He stated he is glad to see them promoting the education, despite the topic.

Vice Mayor Dennis expressed her appreciation for the school on stepping up and addressing the needs based on issues around the country; and commented that it might be advisable to look at this information for the City and residents.

Council Member Malone inquired if Ms. Mowbray has reached out to neighboring school district. Ms. Mowbray stated that the elementary schools were also considered in the program, but at this point, she did not want to overwhelm the children, so reaching out to them was in the future.

3. RECOGNITION ITEMS

a. NEW EMPLOYEE INTRODUCTIONS - FINANCE AND BUDGET

Finance and Budget Director, Lindsey Duncan, introduced new employees of the Finance and Budget Department. Ms. Duncan provided a brief background of each of the following new employees:

- James Alcantar, Finance and Budget Assistant Director
- Rob Baer, Budget Manager
- Kevin Custer, Procurement Manager

Vice Mayor Dennis welcomed the new employees to the City of Avondale.

4 UNSCHEDULED PUBLIC APPEARANCES

None.

5 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.

Vice Mayor Dennis 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 Kilgore, seconded by Council Member Malone, to approve the Consent Agenda.

Upon vote, the motion carried unanimously 5 to 0.

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

a. PENSION FUNDING POLICY

City Council approved the Pension Funding Policy and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

b. PROFESSIONAL SERVICE AGREEMENT WITH E-Z TOWING & RECOVERY, LLC FOR TOWING SERVICES

City Council approved a Professional Services Agreement with E-Z Towing & Recovery, LLC for towing services, which include but not limited to, police requested tows, private tows and city tows and authorized the Mayor, or City Manager and the City Clerk to execute the appropriate documents.

c. COOPERATIVE PURCHASING AGREEMENT WITH SOUTHWEST WATERWORKS CONTRACTORS, INC. FOR WATER AND WASTEWATER EQUIPMENT MAINTENANCE AND REPAIR

City Council approved a Cooperative Purchasing Agreement with Southwest Waterworks Contractors, Inc. to provide water and wastewater equipment repair and maintenance services in an annual amount not to exceed \$200,000 and a maximum aggregate amount not to exceed \$600,000 over the term of the contract and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

d. FIRST AMENDMENT TO THE COOPERATIVE PURCHASING AGREEMENT WITH TITAN MACHINERY INC. FOR FLEET EQUIPMENT

City Council approved a First Amendment to the Cooperative Purchasing Agreement with Titan Machinery Inc. to purchase fleet equipment extending the contract term and increasing the maximum aggregate over the term of the contract from \$206,000 to \$606,000 and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

e. CONSTRUCTION CONTRACT WITH TALIS CONSTRUCTION CORPORATION FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT MARICOPA STREET AND AVONDALE BOULEVARD

City Council approved a Construction Contract with Talis Construction Corporation to provide construction services for the Maricopa Street and Avondale Boulevard Traffic Signal Project in the amount of \$426,997.00, and authorized the Mayor, or City Manager and City Clerk, to execute the necessary documents.

f. CONSTRUCTION MANAGER AT RISK AGREEMENT WITH CORE CONSTRUCTION, INC. FOR THE POLICE PROPERTY AND EVIDENCE ROOM EXPANSION PROJECT

City Council awarded a Construction Manager at Risk contract to Core Construction, Inc. for construction of the Police Property and Evidence Room expansion project, authorized payment in the amount of \$77,968 for pre-construction services, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

g. CONSTRUCTION MANAGER AT RISK AGREEMENT WITH HAYDON BUILDING CORP. FOR THE RESOURCE AND SENIOR CENTER

City Council awarded a Construction Manager at Risk contract to Haydon Building Corp. for the construction of the co-located Resource and Senior Center, authorize payment in the amount of \$101,981 for pre-construction services, and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

h. RESOLUTION 3556-619 - AMENDMENT NO. TWO TO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA THROUGH THE DEPARTMENT OF TRANSPORTATION FOR THE AGUA FRIA MULTI-USE PATH

City Council adopted Resolution 3556-619 approving Amendment No. Two to the Intergovernmental Agreement with the State of Arizona through the Department of Transportation to designate the state as the City's agent to obtain federal funds for the construction of the Agua Fria Multi-Use Path, and authorized the Mayor, or City Manager and City Clerk to execute the appropriate documents.

6 REGULAR AGENDA

a. PUBLIC HEARING - FISCAL YEAR 2019-2020 BUDGET AND PROPERTY TAX LEVY

Lindsey Duncan, Finance and Budget Director, presented the property tax levy and final budget for fiscal year 2019-2020 (FY2020) in the amount of \$236,699,250.

Ms. Duncan presented the following:

- There have been a few minor changes to the budget which will only change money between departments and not the total number for the budget overall or its funding.
 - Moved all of the technology budgets from other departments to the Information Technology Budget.
 - Incorporated three Police Department over-hire positions that are relying on vacancy savings to help the chief achieve full staffing.
 - Third and final change is a change to move the Glendale Regional Public Safety Training Center from the Fire and Medical Department to the Police Department for their participation in the training.
- Property tax levy and rate:
 - The property tax levy will be established at \$1.7618 cents per \$100 of assessed valuation, comprised of \$.7318 cents for the primary tax and \$1.03 cents for the secondary property tax.
 - The secondary property tax is used to pay for principal and interest on bonds.
 - This is a decrease from fiscal year 2019 to fiscal year 2020.
- Fees and rates:

- Departments review fees annually and changes are adopted through the fiscal year budget process.
 - A 60-day notice was required, as required on the City's website.
 - Modest changes have been included, which most are technical in nature and have minimal increases within the budget.
 - There is an anticipated revenue increase of \$6,000 to \$8,000 for Development Services.
 - There is an anticipated revenue increase of \$3,000 to \$5,000 for Parks and Recreation.
 - Will perform a full cost study during the next fiscal year and provide further recommendations based on the study.
- Financial policies:
 - Staff has chosen to adopt the policy changes for this fiscal year within the budget adoption.
 - Previously, policy changes were presented to Council in a report compiled after the budget was adopted.
 - Making slight changes to the budget within the financial policies that are mostly technical in nature to include eliminating the Municipal Development Corporation, as it is no longer needed.
- Staff recommends that City Council hold a public hearing to receive comments on both the property tax levy and the final budget for fiscal year 2020.
- After the public hearing, City Council will conclude and convene into a special meeting to adopt the budget.
- On June 17, 2019 the property tax levy will be presented for adoption.

Vice Mayor Dennis opened the public hearing. Having no comments from the public, Vice Mayor Dennis closed the public hearing.

Council Member Malone clarified that the property tax levy rate would drop for the fiscal year of 2020 to \$0.7 for the primary and \$0.9 for the secondary, for a total of \$1.65, and Ms. Duncan noted that was correct and the rates would go into effect on July 1, 2019.

Vice Mayor Dennis noted there would be no action on this item until the Special Session.

7 ADJOURNMENT

Motion was made by Council Member Kilgore, seconded by Council Member Malone, to adjourn the regular meeting.

Upon vote, the motion carried unanimously 5 to 0.

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

Meeting adjourned at 8:10 p.m.

A **Special Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 8:10 p.m.

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

Members Absent: Mayor Kenn Weise and Council Member Curtis Nielson.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Cindy Blackmore, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Dan Davis, Economic Development Services Director; Lindsey Duncan, Finance and Budget Director; Craig Jennings, Judge; Kirk Haines, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Police Chief ; Cherlene Penilla, Human Resources Director; Larry Rooney, Acting Fire Chief; Tracy Stevens, Development & Engineering Services Director; and Jeffrey Scheetz, Chief Information Officer.

Audience: Approximately five members of the public were present.

1 ROLL CALL NOTED BY THE CITY CLERK

2. RESOLUTION 3557-619 - SETTING FORTH THE FINAL BUDGET, FEE SCHEDULE, AND FINANCIAL POLICIES FOR FISCAL YEAR 2019-2020

Lindsey Duncan, Finance and Budget Director, explained this item is the adoption of the final budget, annual fee schedule, and financial policies as previously presented.

Motion was made by Council Member Pineda to adopt Resolution 3557-619 approving the annual fee schedule, financial policies and final budget for fiscal year 2019-2020 in the amount of \$236,699,250; seconded by Council Member Kilgore.

Upon vote, the motion carried unanimously 5 to 0.

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

3 ADJOURNMENT

Motion was made by Council Member Kilgore, seconded by Council Member Pineda, to adjourn the regular meeting.

Upon vote, the motion carried unanimously 5 to 0.

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

Meeting adjourned at 8:12 p.m.

Mayor Kenn Weise

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session, Regular Meeting and Special Meeting of the Council of the City of Avondale held on the 3rd day of June 2019. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo, CMC
City Clerk

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
June 17, 2019

A **Work Session** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 6:06 p.m.

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

Note: Vice Mayor Pat Dennis participated by telephone.

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Cindy Blackmore, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Dan Davis, Economic Development Services Director; Lindsey Duncan, Finance and Budget Director; Craig Jennings, Judge; Kirk Haines, Parks, Recreation and Libraries Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Police Chief; Cherlene Penilla, Human Resources Director; Larry Rooney, Acting Fire Chief; Tracy Stevens, Development and Engineering Services Director; and Jeffrey Scheetz, Chief Information Officer.

Audience: No members of the public were present.

1 ROLL CALL BY THE CITY CLERK

2. COMMERCIAL AND INDUSTRIAL DESIGN MANUAL UPDAT

Jodie Novak, Planning Manager, presented the design manual for Commercial and Industrial development.

Presentation by Ms. Novak included:

- The plan was adopted in 2008 to help clarify the City's expectations for architecture on buildings and site layouts for commercial and industrial development.
- The manual included commercial and industrial as well as multi-family residential design guidelines which have now been separated.
- Over the past eleven years, design has evolved throughout the valley and throughout the City of Avondale.
- Since Avondale is a growing city, there is a need to set a current level of design expectation to shape the look and feel of Avondale.
- The updated manual promotes healthy active initiatives and it is relevant to current industry standards.
- The manual includes:

- Sustainability and the environment
 - Healthy design
 - Low-impact development
 - Green building
 - Commercial site and building design standards
 - Industrial site and building design standards
 - Circulation
 - Crime prevention through environmental design.
- Sustainable and healthy design includes:
 - Promotion of sustainable development.
 - Physical activity and health through inclusion of outdoor spaces, gathering areas, and plazas for both employees and customers.
 - Designed to retain water and using LID (low impact design) stormwater design, including bioretention facilities, swales, and rain harvesting.
 - Site drainage will be functional and appealing. Engineering staff will be consulted about options for permeable pavement, recyclable pavements, and other forms of engineering to capture rainwater.
- The goal is to promote a sense of place.
- Promote pedestrian activity and bicycle activity.
- Promote themed projects, through architecture, landscaping, and site amenities.
- Buildings will be appropriately scaled, creative, usable, and compatible with what is existing in surrounding areas.
- Developers to utilize sustainable building materials and a variety of colors, materials, and forms to create high-quality appearance.
- Incorporated employee refuge areas with patios and covered spaces.
- Master site design projects will consider how phasing will occur, including both traffic, pedestrian, and bicycle connectivity.
- Multimodal infrastructure will be encouraged to focus on bicycle areas, storage, and rental facilities.
- Input was been sought through public outreach. A draft was provided to developers, posted on aVOICE, and submitted to Valley Partnership for review.
- No comments were received.
- Next steps:
 - Receive City Council feedback
 - Adoption by the Planning Commission in July 2019
 - Adoption by the City Council in August 2019.
- Manual is relevant to all development citywide.

Council Member Nielson asked that the information within the Sustainability Manual be incorporated within the Commercial and Industrial Design Manual. Ms. Novak explained that she is partnering with the Environmental and Sustainability Program manager, Hether Krause, who is implementing LID standards that staff will be trained on, resulting in the incorporation of the standards for new developments.

Vice Mayor Dennis stated that the information on the WIFA Green Project Reserve section include encouragement and suggestions but do not outline requirements. She

also commented on the allowable amount of the façade treatments, requesting the number be increased. She also inquired on the enforcement ability on behalf of the city. Ms. Novak explained that the document serves as a guideline to encourage developers to provide high-quality design and is not a specific code like the Zoning Ordinance. She explained staff negotiates and advises developers on projects to create designs that are in the best interest of Avondale. In reference to the façade treatment guidelines, Ms. Novak explained the requirement could be increased by two in each category.

Vice Mayor Dennis inquired on the current requirements for providing public art. Ms. Novak explained that the public art requirement can be met in a variety of ways, such as custom piece placed on the building, a design on benches, or decorative pavement. Since it is in the code to incorporate public art, the developers can either submit proposals that are reviewed by staff and then it moves forward to the Art Committee or they pay a fee in lieu of installing the art as part of their project. Vice Mayor Dennis inquired about how the document impacts existing development's aesthetics. Ms. Novak explained that the design manual is intended to address new development that is coming in. Existing development would be encouraged to follow the manual if doing site renovations. Vice Mayor Dennis requested staff encourage the inclusion of four-sided architecture considerations for added amenities such as neighborhood connectivity and seating areas where appropriate. Ms. Novak agreed, explaining planners learn from experience as projects are being designed and implement best practices to address lean design and functionality of projects.

Mayor Weise asked what types of best practice information is shared between Valley cities. Ms. Novak said that it depends on the individual planner. Some planners are interested in what is going on in other communities and some focus within the city. She explained the planning team of Avondale are made aware through several avenues by use of news articles, postings online, or through colleagues. The planning team strives to be aware of current trends. Mayor Weise recommended City Council drive around to see the development designs of the other communities.

Council Member Pineda expressed his appreciation that the Commercial and Industrial Design Manual is a guideline rather than a requirement, providing flexibility for a design that both parties can agree with.

Mayor Weise agreed with Council Member Pineda, commenting that the manual will provide flexibility and character, especially for the development in the City Center.

3. AVONDALE STREET AND UTILITY IMPROVEMENT PROJECTS

Dave Janover, City Engineer, presented the Avondale Street and Utility Improvement Program.

Presentation by Mr. Janover included:

- Details on first three years of the Avondale street and utility improvement program, including schedule, scope, and costs.
- Three phases are to be completed in the first three years.

- Phase 1 includes:
 - Historic Avondale area roads and utilities off 3rd Avenue and Holly Lane, Argonne Lane, Ely Lane, and Rhodes Avenue.
 - Design build contracts were solicited on June 5th, 2019.
 - Proposals are anticipated to be submitted no later than June 26th, 2019.
 - City Council is anticipated to award a contract in August 2019.
 - Design, utility coordination, and right-of-way acquisition will take place from August 2019 through October of 2020.
 - Construction is expected to begin in November of 2020.
 - Project completion in August of 2021.
- Phase 2 includes:
 - Area north of Phase 1 which consists of Dooley Drive, Goold Boulevard, Riley Drive, Kinderman Drive, Hill Drive, Madden Drive, 1st Avenue, 2nd Place, 3rd Avenue, and 3rd Place.
 - Design build proposals are expected to be received no later than May of 2020.
 - City Council is anticipated to award a contract in July of 2020.
 - Design, utility coordination, and right-of-way acquisition will take place from July 2020 through November of 2021.
 - Construction is expected to begin in December of 2021.
 - Project completion in September of 2022.
- Phase 3 includes:
 - Cashion area in the east part of the city which consists of Joblanca Road, Yuma Street, Cocopah Street, Mohave Street, Apache Street, Hopi Street, 111th Drive, 112th Avenue, and 112th Drive.
 - Design build proposals are expected to be received no later than May of 2021.
 - City Council is anticipated to award a contract in July of 2021.
 - Design, utility coordination, and right-of-way acquisition will take place from July of 2021 through November of 2022.
 - Construction is expected to begin in December of 2022.
 - Project completion in September of 2023.
- The scope of all phases will be similar to include:
 - Replacement of asphalt roadways.
 - Sidewalk improvements to meet ADA guidelines, including the relocation of utility poles.
 - Streetlight adjustments in areas that do not meet the streetlight specifications.
 - Upgrading water lines to match the 8-inch diameter minimums.
 - Fire hydrant replacements.
 - Sewer line replacements.
- Project Schedule and Funding 2019 through 2027:
 - Phase 1 - design cost of \$313,750 and construction cost of \$2.7 million
 - Phase 2 - design cost of \$481,500 and construction cost of \$4.35 million
 - Phase 3 - design cost of \$895,000 and construction costs is outside of the three-year window being considered at this time.
- Currently within the procurement process for a design-build vendor for phase 1 and requesting City Council approval of a contract award in August.

Council Member Malone inquired on the timeline in communicating this information to the residents and businesses. Mr. Janover assured that residents will have ongoing notice of construction closures through a variety of notification methods during the process. He explained the projects will be completed in sections to avoid roadway closures. Charles Montoya, City Manager, explained staff will over-communicate by placing notices within water bills and the RAVE magazine.

Council Member Malone inquired on communications with the utility companies regarding the relocation of the powerlines. Mr. Janover explained as soon as the design-build contract is complete, the consultation will be in contact with the utility companies to have them relocate the utilities.

Vice Mayor Dennis inquired on the type of utility poles to be added if not placed underground. Mr. Janover explained the intent is not to have the utilities underground but relocated as needed. He explained if a different type of pole is selected, it may look out-of-place. Vice Mayor Dennis requested that a report on options be provided to Council during the decision-making period so that each neighborhood can be considered individually. Vice Mayor Dennis referenced a parking facility that utilizes the parking lot for sidewalk uses near Madden Drive off Central Avenue and asked if that would be addressed within the projects. Mr. Janover stated that was something they could look at and explained staff will be cognitive of the aesthetics during each project, while staying cognitive of the scope and budget. Vice Mayor Dennis requested the projects be addressed each year to allow for additional projects to be added through the scope of work.

Council Member Nielson inquired if the 8-inch water lines would be connected to individual homes. Mr. Janover explained that the process will include all new water services, which will require new lines to each affected home. Council Member Nielson inquired if there were any natural gas lines in the area. Mr. Janover answered yes, Southwest Gas is within the area. Council Member Nielson inquired if there were any septic tanks within the area. Mr. Janover explained there is sewer in the roadway and any sewer lines will be repaired as needed.

Council Member Kilgore thanked Mr. Janover and staff for taking the time to listen to the community and Council to address the issues. He stated he liked the timeline and phases and that staff will try to work with the budget. Council Member Kilgore suggested staff ensure they have good clean maps of what is surveyed. Mr. Janover explained that mapping will be included as part of the scope, explaining that they will have an excellent record of what is underground. Mr. Janover said that ongoing updates to the utility maps will be made during the process and a complete map of all utility lines will be available once the project is completed.

Piggy backing off Council Member Kilgore's comment, Mayor Weise commenting that there will likely be items underground that staff does not expect to find. He stated a better idea of where staff are at with the project will be determined once they get started.

4. 2019 LEGISLATIVE WRAP UP

Jessica Blazina, Intergovernmental Affairs Administrator, provided a legislative wrap up of key bills heard during the 2019 Legislative Wrap Up.

Presentation by Ms. Blazina included:

- Highlights of the legislative session:
 - More than 1,300 bills were introduced.
 - 331 bills were passed by the legislature and sent to the Governor.
 - Governor Ducey signed 320 bills into law and vetoed 11.
 - Legislature adjourned sine die on Sunday, May 28, 2019 at 12:58 a.m. after 134 days in session.
 - Legislation that was passed will go into effect on August 27, 2019, unless there was an emergency clause affiliated.
- Highlights of the state budget:
 - \$11.8 billion budget was signed on June 6, 2019.
 - The budget provides \$18 million to be divided equally among all cities and towns for infrastructure improvements, which is approximately \$198 thousand each.
 - The League of Cities and Towns is working with the Department of Revenue to determine the method in which those funds will be released.
 - The highway safety \$32 fee will begin to be phased out in fiscal year 2022. Funding to the Department of Public Safety will revert to General Fund funding.
 - \$15 million provided to the water quality assurance revolving fund.
- Defeated legislation:
 - HB2638 - tax exemption on food to prevent municipalities from taxing food for home consumption.
 - HB2201 - requirement for candidates for city or town office to announce a party affiliation.
 - SB1147 - strike everything bill related to tobacco and vapor products. The bill would have restricted municipalities from regulating the location of those businesses.
- Vetoed legislation:
 - SB1558 - per diem increase for the legislators, which would allow the legislature to increase their per diem mileage rate, providing for a pay raise without approval of the voters. This bill could come back for discussion during the next legislative session.
 - HB2473 - state liquor board membership, which was a league resolution to give cities and towns a seat on the state liquor board. As part of his veto message, Governor Ducey noted that he was not vetoing because he opposed having a municipal representative serving on the board, but because the legislation included an appointment process that was burdensome and unnecessary.
- Signed legislation:
 - HB2319 - wireless communication device prohibition (texting while driving) bill provides for an education component of one year before the bill is effective. This bill gives law enforcement officers the ability to pull over individual who are

- texting or using the phone while driving. Bluetooth devices and hand-free devices are permitted.
- HB2027 - online lodging marketplace local taxation bill allows the Department of Revenue to administer, collect, enforce, and distribute taxes levied by a city/town or other jurisdiction on an online lodging marketplace.
- HB2672 - vacation rentals/short-term rental regulation bill allows municipalities to regulate and requires properties to have a single point of contact for purposes of levying fines for repeated infractions.
- HB2757 - tax provisions omnibus bill got resolved at the end of the session.
- SB1227 - Colorado River drought contingency amendment bill.
- SB1154 - primary election date moved to the first Tuesday in August.
- SB1451 - statewide ballot measures, circulators procedures bill requires that a candidate for office file a statement of interest, including the name of the person running, and name of office being sought.
- The Arizona League of Cities and Towns annual conference will be held August 20 through 23rd at JW Marriot Starr Pass Resort in Tucson.
- The Resolutions Committee will meet during the conference on August 20th.

Mayor Weise inquired if SB1451 is for statewide office only. Ms. Blazina explained this bill impacts local officials.

Vice Mayor Dennis requested a presentation on Phoenix's Prop 105 that is going to the voters to address funding for light rail and boundaries and how that might affect other cities as well as a transit update.

Mayor Weise noted that he attended a West Valley City Managers and Mayors meeting last week where Mayor Gallego spoke passionately about Phoenix propositions affecting pensions of future councils and how Prop 105 would affect Phoenix's ability to support a Prop 400 extension. Mayor Weise said that he has asked staff to communicate with other cities to put together a letter in support of Phoenix in its opposition to Prop 105. Mayor Weise asked Ms. Blazina on a timeline on sending a requested letter of support. Ms. Blazina replied, within the next couple of weeks.

Vice Chair Dennis requested an update on transportation in relation to Valley Metro and the future Prop 400 extension. Mr. Montoya stated an update will be brought forward within the next 45 days.

Council Member Conde inquired on HB2319. Ms. Blazina explained that police officers now have the ability to pull a driver over if they are seen driving distracted while texting. Police will be issuing warnings at this point and an education piece was included within the bill.

5 ADJOURNMENT

Motion was made by Council Member Malone, seconded by Council Member Nielson, to adjourn the Work Session meeting.

Upon vote, the motion carried unanimously 7 to 0.

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

Meeting adjourned at 7:02 p.m.

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 7:11 p.m.

Mayor Weise led the Pledge of Allegiance followed by a moment of silent reflection for a member of the Avondale family who was involved in an incident the previous Friday.

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

Note: Vice Mayor Pat Dennis participated by telephone.

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Cindy Blackmore, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Dan Davis, Economic Development Services Director; Lindsey Duncan, Finance and Budget Director; Craig Jennings, Judge; Kirk Haines, Parks, Recreation and Libraries Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Police Chief; Cherlene Penilla, Human Resources Director; Larry Rooney, Acting Fire Chief; Tracy Stevens, Development and Engineering Services Director; and Jeffrey Scheetz, Chief Information Officer.

Audience: Approximately five members of the public were present.

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 RECOGNITION ITEMS

a. RECOGNITION OF DR. ERNEST LARA, OUTGOING PRESIDENT OF ESTRELLA MOUNTAIN COMMUNITY COLLEGE

Dan Davis, Economic Development Services Director, introduced Dr. Ernest Lara.

Mayor Weise read a proclamation by the City of Avondale Arizona honoring Dr. Ernest "Ernie" Lara for his years of leadership and dedicated service to Estrella Mountain Community College:

"Proclamation Honoring Dr. Ernest "Ernie" Lara

A proclamation of the council of the City of Avondale, Arizona, honoring Dr. Ernest "Ernie" Lara for his years of leadership and dedicated service to Estrella Mountain Community College.

Whereas, Dr. Ernest "Ernie" Lara answered the call to public service, serving in the capacity of President of Estrella Mountain Community College (EMCC) after being appointed in July of 2007; and

Whereas, he has served the Southwest Valley with exceptional leadership in higher education for more than 37 years; and

Whereas, Dr. Lara served as a strong advocate of education and served the Southwest Valley in a number of ways in addition to serving as EMCC President such as a High School Counselor, College Faculty Member, Dean of Students, Student Services Director and Division Chair; and

Whereas, he served with honor and integrity, not only as president of EMCC but also on various boards such as the West Valley Hospital, Estrella Rotary, West Valley Think Tank and Valle Del Sol; and

Whereas, he has remained dedicated to the community and served on the Hispanic Leadership Forum del Oeste Advisory Board, Leadership West and the Luke Air Force – Honorary Commandeers Program; and

Whereas, under Dr. Lara's leadership, EMCC has been nominated 4 times for the Aspen Prize for Community College Excellence; and

Now, therefore, be it resolved by the Council of the City of Avondale, Arizona, that the City of Avondale hereby wishes to express its sincere gratitude and appreciation to Dr. Ernest "Ernie" Lara for his years of leadership and dedication to education and the Southwest Valley and congratulates him on the occasion of his retirement."

Dr. Lara thanked the City of Avondale for the privilege of serving in the community. He introduced the incoming president, Dr. Rey Rivera, and assured the community that there will be a seamless transition.

b. NEW EMPLOYEE INTRODUCTIONS - CITY ATTORNEY'S OFFICE

City Attorney, Michael Wawro, introduced new employees of the City Attorney's Office:

- Nicholle Harris, Deputy City Attorney
- Stephen (Steve) Kemp, Assistant City Attorney

- Ben Ganados, Legal Services Supervisor/Paralegal
- Bobbie Colvin, Legal Support Specialist

City Attorney Wawro introduced each department member and reviewed their credentials.

City Council welcomed the City Attorney's Office employees to the Avondale family.

3 UNSCHEDULED PUBLIC APPEARANCES

None.

4 CONSENT AGENDA

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

Mayor Weise asked if any Council Member wished to have an item removed from the Consent Agenda. Having no requests from Council, Mayor Weise made a comment on agenda item 4s. Resolution 3562-619 Intergovernmental Agreement with the Gila River Indian Community to purchase property south of Estrella mountains. He stated that the item will change the direction for the City of Avondale, providing for future access to the planning area to the south of the mountains. He noted how rare this type of agreement is between the Gila River Indian Community and expressed his excitement for the partnership.

Motion was made by Council Member Nielson, seconded by Council Member Malone, to approve the Consent Agenda.

Upon vote, the motion carried unanimously 7 to 0.

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

a. MINUTES - RATIFICATION OF PAST MINUTES

City Council approved the May 3, 2018 City Council Meeting - Ratification of Past Minutes.

b. APPOINTMENT OF JUDGES PRO TEMPORE

City Council appointed four new judges pro tempore to two-year terms expiring on June 1, 2021 and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

c. ADJUSTMENTS TO FISCAL YEAR 2019 FUND TRANSFERS

City Council approved a request to modify the approved interfund transfers for Fiscal Year 2018-19 (FY2019) budget.

d. AUTHORIZATION TO THE RISK MANAGER TO PURCHASE VARIOUS INSURANCES

City Council authorized the Risk Manager to purchase Property, Auto, Liability, Crime, Environmental, Cyber and Workers' Compensation insurance for fiscal year 2019-2020 in the amount of \$879,172.80 and authorized the Mayor, City Manager and City Clerk to execute the necessary documents.

e. SERIES 12 (RESTAURANT) LIQUOR LICENSE - MOTOR CITY CONEY

City Council approved an application for a Series 12 (Restaurant) Liquor License submitted by Gregory Lee Dunn to sell all spirituous liquors at Motor City Coney located at 1473 N Dysart Road, #103, in Avondale and authorized the Mayor and City Clerk to execute the necessary documents.

f. SERIES 12 (RESTAURANT) LIQUOR LICENSE - CLAIM JUMPER RESTAURANT

City Council approved an application for a Series 12 (Restaurant) Liquor License submitted by Amy S. Nations to sell all spirituous liquors at Claim Jumper Restaurant located at 10125 W McDowell Road in Avondale and authorized the Mayor and City Clerk to execute the necessary documents.

g. PROFESSIONAL SERVICES AGREEMENT WITH ABACUS PROJECT MANAGEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR THE SENIOR AND RESOURCE CENTER AND THE POLICE EXPANSION PROJECTS

City Council approved a Professional Services Agreement with Abacus Project Management for Professional Consulting Services for the Senior and Resource Center and the Police Expansion Projects in an amount not to exceed \$288,697.41, and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents and amendments.

h. FIFTH AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH PCL CONSTRUCTION, INC. FOR A GUARANTEED MAXIMUM PRICE NO. 3 FOR THE WATER RECLAMATION FACILITY

City Council approved Contract Amendment No. 5 to the Construction Manager at Risk Agreement with PCL Construction, Inc., to establish the Guaranteed Maximum Price (GMP) No. 3 for the Water Reclamation Facility improvement project for \$527,679.77 and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

i. THIRD AMENDMENT TO CONSTRUCTION CONTRACT WITH STANDARD CONSTRUCTION COMPANY INC. FOR CDBG STREET AND SIDEWALK IMPROVEMENT

City Council approved a Third Amendment to the CDBG Streets and Sidewalk Improvement Project construction contract with Standard Construction Company, Inc. in

the amount of \$503,044.56, authorized the necessary budget transfers, and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

j. FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT WITH BOUND TREE MEDICAL, LLC FOR MEDICAL SUPPLIES

City Council approved a Cooperative Purchasing Agreement with Bound Tree Medical, LLC valid until January 31, 2020 for the purchase of emergency medical supplies for a maximum amount not to exceed \$150,000 over the term of the agreement and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

k. COOPERATIVE PURCHASING AGREEMENT WITH EMERGENCY VEHICLE GROUP, INC., FOR A FIRE SERVICE APPARATUS

City Council approved a Cooperative Purchasing Agreement through the Houston Galveston Area Council (HGAC) with Emergency Vehicle Group, Inc. for the purchase of a Fire Department Technical Support Vehicle and specified technical rescue equipment for a maximum amount not to exceed \$750,000 and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

l. COOPERATIVE PURCHASING AGREEMENT WITH A TO Z EQUIPMENT RENTALS FOR HEAVY EQUIPMENT AND TOOL RENTAL

City Council approved a Cooperative Purchasing Agreement with A to Z Equipment Rental & Sales to provide heavy equipment rental in a maximum annual amount not to exceed \$45,000 and a maximum aggregate amount not to exceed \$225,000 over the five-year contract term and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

m. COOPERATIVE PURCHASING AGREEMENT WITH BANK OF AMERICA FOR PURCHASING CARD (P-CARD) PROGRAM

City Council approved a Cooperative Purchasing Agreement (CPA) with Bank of America to provide purchasing card services and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

n. CONTRACT FOR SERVICES, LEASE AGREEMENT, AND ITEMIZED BUDGET - AREA AGENCY ON AGING FISCAL YEAR 2019-2020

City Council approved: (a) a contract with Area Agency on Aging (AAA) for fiscal year 2019-2020 in the amount of \$335,500; (b) a Vehicle Lease Agreement in the amount of \$4; and (c) adopt an itemized budget for Senior Center Program and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

o. RESOLUTION 3558-619 - AMENDMENT NUMBER 1 TO INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE VAN BUREN MULTI-USE PATH PROJECT

City Council adopted Resolution 3558-619 authorizing Amendment Number 1 to Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) to allow ADOT to oversee the construction of the Van Buren Multi-Use Path Project and authorized the Mayor, or City Manager and City Clerk, to execute the necessary documents.

p. RESOLUTION 3559-619 - THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY ADMINISTERED BY THE HUMAN SERVICES DEPARTMENT

City Council will consider a request to adopt Resolution 3559-619 approving the third amendment to an Intergovernmental Agreement with the Maricopa County Human Services Board for a grant in the amount of \$79,744 for the provision of the Community Action Program (CAP) services, and authorized the Mayor, City Manager and City Clerk to execute the necessary documents.

q. RESOLUTION 3560-619 - INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF REVENUE FOR THE UNIFORM ADMINISTRATION OF THE CITY'S TRANSACTION PRIVILEGE TAX

City Council adopted Resolution 3560-619 approving an updated intergovernmental agreement with the State of Arizona Department of Revenue regarding the uniform administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise tax, and rental occupancy tax imposed by the State or City and authorized the Mayor or City Manager and City Clerk to execute all necessary documents.

r. RESOLUTION 3561-619 - GRANT AGREEMENT WITH FIRST THINGS FIRST SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL

City Council adopted Resolution 3561-619 authorizing the grant agreement with the First Things First Southwest Maricopa Regional Partnership Council to receive \$200,000 in funding and authorized the Mayor, City Manager and City Clerk to execute the necessary documents.

s. RESOLUTION 3562-619 - INTERGOVERNMENTAL AGREEMENT WITH THE GILA RIVER INDIAN COMMUNITY TO PURCHASE PROPERTY SOUTH OF ESTRELLA MOUNTAINS

City Council adopted Resolution 3562-619 approving an Intergovernmental Agreement (IGA) with the Gila River Indian Community (GRIC) for the purpose of acquiring approximately 17.97 acres of land for future use as right-of-way and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

t. RESOLUTION 3564-619 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT FOR SHELTER AND HOMELESS SUPPORT SERVICES

City Council adopted Resolution 3564-619, approving an intergovernmental agreement with the Maricopa County Human Services Department for a grant in the amount of \$100,000 for the provision of emergency shelter services, outreach, and case management to people experiencing homelessness in Avondale, and authorized the Mayor, City Manager and City Clerk to execute the necessary documents.

u. RESOLUTION 3555-619 - CABLE TELEVISION SYSTEMS - UNIFORM VIDEO SERVICE LICENSE AGREEMENTS

City Council adopted Resolution 3555-619, declaring the City's adoption of the Uniform License Agreement, Application, and Affidavit to comply with Arizona State law governing

Video Service License Agreements by providing for a uniform license agreement and a standard form of application and affidavit and declare an emergency.

v. FINAL PLAT OF PARK 10 PHASE 2 (APPLICATION PL-19-0034)

City Council approved a request by Mr. Jeff D. Behrana, Optimus Design Group, for approval of a Final Plat of Park 10 Phase 2. The proposed Final Plat will divide an existing 11.6-acre parcel (Lot 5 of Park 10 Phase 1) into three lots, dedicate right-of-way for a new deceleration lane, and dedicate a water easement to accommodate water meters for the Portillo's Hot Dogs building and Shops B building currently under construction. The site is located west of the southwest corner of McDowell Road and 103rd Avenue.

w. MY PLACE HOTELS RE-PLAT OF LOT A, AVONDALE CITY CENTER PHASE 3 (APPLICATION PL-18-0166)

City Council approved a request by Mr. David Gustafson, Second Place, LLC., for approval of a Re-Plat of Lot A, Avondale City Center Phase 3 located at the northeast corner of Avondale Boulevard and Dale Earnhardt Drive. The proposed Re-Plat will subdivide 5.54-acres into two (2) lots, dedicate 315 square feet of public right-of-way, and a 30-foot shared access easement for development of the My Place Hotels site.

5 REGULAR AGENDA

a. RESOLUTION 3563-619 - SETTING THE FISCAL YEAR 2019-2020 PRIMARY AND SECONDARY PROPERTY TAX LEVY

Lindsey Duncan, Finance and Budget Director, presented a request to adopt Resolution 3563-619 setting the primary and secondary property tax levy for the fiscal year ending June 30, 2020.

Presentation by Ms. Duncan included the following:

- The item is required by City Charter and State Statute.
- The adoption of the recommended budget, the tentative budget, as well as the public notices for both the budget adoption and the truth in taxation as required in state statutes have been completed.
- Final budget adoption and the truth and taxation hearings were held on June 3, 2019.
- The property tax rate is decreasing from \$1.7618 to \$1.6543 overall, with the primary and secondary combined.
- Staff recommends adoption of the levies through a roll call vote, as required by State Statute.

Mayor Weise expressed his appreciation to Vice Mayor Dennis for taking the lead on this item as he was out-of-town during the previous meeting. He expressed his appreciation to City Council for clarifying that the new tax levy decreases the amount residents are taxed. Mayor Wiese explained how current and past councils have always weighed the needs of the city to the needs of the residents. He thanked staff for their diligence in achieving a decrease in the property tax rate.

Vice Mayor Dennis stated the decrease in the tax rate shows the amount of work that staff has put into the item, the direction of City Council, and having a positive economy.

Motion was made by Mayor Weise, seconded by Council Member Pineda, to adopt Resolution 3563-619 setting the primary and secondary property tax levy for the fiscal year ending June 30, 2020.

Upon roll call vote, the motion carried unanimously 7 to 0.

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

6 ADJOURNMENT

Motion was made by Council Member Kilgore, seconded by Council Member Malone, to adjourn the regular meeting.

Upon roll call vote, the motion carried unanimously 7 to 0.

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

Meeting adjourned at 7:34 p.m.

Mayor Kenn Weise

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session and Regular Meeting of the Council of the City of Avondale held on the 17th day of June 2019. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo, CMC
City Clerk

CITY COUNCIL REPORT**SUBJECT:** Fiscal Year 2018-2019 Year End Budget Amendments**MEETING DATE:** 9/9/2019**TO:** Mayor and Council**FROM:** Lindsey Duncan, Finance & Budget Director, (623) 333-2011**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016**PURPOSE:**

City Council will consider a request to approve a budget amendment utilizing contingency for certain departments which exceeded the Fiscal Year (FY) 2018-2019 amended budget appropriation. The Council will take appropriate action.

BACKGROUND:

The adopted Financial Policies of the City indicate that transfer of general fund contingency appropriation requires City Council approval. Additionally, transfer of appropriation between functional groups requires City Council approval.

There are a few payroll related items the City does not budget for during the budget process due to the difficulty in forecasting and predicting on a department level. These payroll related items include annual payouts of vacation and comp time, special assignments, and payouts of accumulated leave related to employees separating from the City. These payroll related items are covered typically by vacancy savings overall in the City, but individual departments may not have enough savings to cover these unbudgeted costs. In total, the City had \$990,652 in personal services savings across all funds and \$427,806 in the General Fund.

DISCUSSION:

The table below shows the Current Amended Budget for FY 2018-19, Expenses for FY 2018-19 posted through August 27, 2019, and the transfer of contingency capacity staff is recommending. The expenses covered by this contingency request have posted in FY 2018-19.

Fund	Department	FY 2018-19 Amended Budget	FY 2018-19 Expenses	Contingency Needed
General Fund	City Administration	1,254,738	1,293,034	38,297
General Fund	Fire & Medical	11,080,532	11,085,597	5,065
Public Safety Sales Tax	Police	4,968,292	4,973,285	4,994
Totals		17,303,562	17,351,917	48,356

BUDGET IMPACT:

This request will lower the budget capacity available in general fund contingency by \$48,356 and increase the various department budgets. As of today September 9, 2019, the only expenses that can post to FY 2018-19 are accounting adjustments. As these expenses that necessitate this budget contingency have already posted, there are no additional costs associated with this item.

RECOMMENDATION:

It is recommended that City Council approve the transfer of \$48,356 in budget appropriation from the General Fund Contingency Fund to various department budgets to cover areas that exceeded their previously approved budget appropriation.

CITY COUNCIL REPORT

SUBJECT: Use of General Contingency for Contracted Services to Complete the HUD Five-Year Consolidated Plan

MEETING DATE: 9/9/2019

TO: Mayor and Council

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

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

PURPOSE:

City Council will consider a request to: (a) approve the use of General Fund contingency funds to cover the cost of contracted services with Western Environmental Services, LLC for the preparation of Avondale's Five-Year HUD Consolidated Plan; (b) authorize all necessary budget transfers; and (c) authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In accordance with the federal regulations, the City of Avondale is required to prepare and submit a Five-Year Consolidated Plan to HUD for city's community development and housing programs. The Consolidated Plan allows for identifying funding priorities for the Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and other local agency funding programs. These funds must meet HUD National Objective of benefiting low- to moderate-income persons in the City of Avondale. The City of Avondale became a CDBG entitlement city and received approval of its first Consolidated Plan in May 2006.

The primary objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, for low and moderate income persons. Consistent with this objective, the City of Avondale's CDBG funding shall be targeted to activities which benefit persons of low and moderate incomes and, geographically, to the City's low to moderate income neighborhoods.

The U.S. Department of Housing and Urban Development (HUD) provides the City of Avondale with an annual allocation of between \$500,000 and \$600,000 in Community Development Block Grant (CDBG) funds. The City may use these funds to undertake a variety of community development activities, including: rehabilitation of housing and commercial spaces, assistance to first-time homebuyers, construction of public infrastructure and facilities, demolition of unsafe structures, economic development and assistance to public service providers. Prior to commitment of funding to specific activities, the City must complete a Consolidated Plan to assess the community development needs of low and moderate-income residents and neighborhoods. Updated every five years, this needs assessment establishes general community development goals that the City will pursue during this period. Within this five-year cycle, the City also prepares Annual Action Plans that identify and fund specific activities in furtherance of the Consolidated Plan. Development of both Plans is a highly participatory process, involving substantial input from the public. This plan begins during federal fiscal year 2020. The Annual Action Plan defines how CDBG and HOME resources will be allocated over the next fiscal year. HUD requires that local governments involve the public in completing their Consolidated Plans and

Annual Action Plans. Data gathered from the public participation provided the basis for the goals and strategies established.

DISCUSSION:

To receive its annual CDBG entitlement grant, a grantee must develop and submit to HUD its Consolidated Plan. In its Consolidated Plan, the jurisdiction must identify goals within all of the applicable HUD programs. The goals serve as the criteria against which HUD evaluates a jurisdiction's program performance. The Consolidated Plan must include several required elements, including that the grantee will affirmatively further fair housing. HUD requires the Consolidated Plan to be consistent with the purposes of the National Affordable Housing Act and substantially complete. Citizen Participation is a time consuming and critical element of the planning process. A grantee must develop and follow a detailed public participation plan which emphasizes participation by persons of low- or moderate income, particularly residents of predominantly low- and moderate-income neighborhoods, slum or blighted areas, and areas in which the grantee proposes to use CDBG funds. The Annual Action Plan is completed prior to budget adoption. It specifies how CDBG funds will be used and must conform with the Consolidated Plan.

The complexity and nature of the HUD Five-Year Consolidated Planning process requires a considerable time commitment from city staff. A staff vacancy within the Neighborhood and Family Services Department has eliminated the department's capacity to complete the process in-house. Since we are in the last year of the current Consolidated Plan, and the process will take multiple months, the planning process must begin in the next month. Only CDBG Administrative funds may be used for this service, and there are not adequate admin funds available.

BUDGET IMPACT:

Staff is requesting that Council approve a one-time transfer of \$29,650 from General Fund contingency (101-5300-00-9900).

RECOMMENDATION:

Staff recommends that City Council the request for the use of General Fund contingency for professional services to complete the HUD Five-Year Consolidated Plan. Council will take appropriate action.

CITY COUNCIL REPORT

SUBJECT: First Amendment to the Cooperative Purchasing Agreement with Trafficade Services, Inc. for the Cycle Avondale Special Event

MEETING DATE: 9/9/2019

TO: Mayor and Council

FROM: Kirk Haines, Parks and Recreation Director, (623) 333-2411

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

PURPOSE:

City Council will consider a request to: (a) approve the First Amendment to Cooperative Purchasing Agreement with Trafficade Services, Inc. in the amount of \$60,000 with an aggregate not-to-exceed amount of \$120,000 for the Cycle Avondale Special Event; (b) authorize expense of funds from the Economic Development Department, Economic Opportunities Fund; and (c) 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 entered into a Cooperative Purchase Agreement with Trafficade Services, Inc. on September 12, 2016 based on their contract with the City of Tempe to provide barricades and warning devices in street and traffic areas. The City of Avondale has extended this contract with Trafficade over the past two years because of their response and quality services.

Trafficade Services, Inc. provided numerous examples of providing barricade and warning sign services for various bicycle events throughout the region and are familiar with safety requirements according to all local and state traffic laws. They are prepared and familiar with our community and well suited to provide this service for the Cycle Avondale special event.

DISCUSSION:

A new special event is in the final planning stages to provide a bicycle ride within Avondale. Titled Cycle Avondale Half Metric Century Bicycle Ride, this 31 mile bike ride is entirely within the city's boundaries and will take place on Sunday, October 6 at 7:00 A.M., starting and finishing at Friendship Park. The route will weave through the Garden Lakes and Crystal Gardens subdivisions before traveling south toward the ISM Raceway. In partnership with ISM, the ride will include 10 laps on the race track before exiting ISM and returning to Friendship Park.

The emphasis of the Avondale bike ride is to bring recognition to our health care service providers and businesses that are located in Avondale, while at the same time offering a physical and healthy experience within Avondale. Safety of this bicycle ride is paramount. Based on the planned bicycle route, the city will be able to close one lane of traffic on our Avondale streets in most circumstances. In order to accomplish that goal, the traffic control services from Trafficade is necessary to manage that objective.

A proposal was provided by Trafficade several months ago to determine whether this new special event would

be possible. Total costs budgeted for this special event ranges between \$60,000 and \$85,000 with the most expensive item being the barricade services. This does not include staff costs for public safety and event management. While staff is actively seeking sponsorships for this special event, the remaining program expenses are planned to be covered through participant entry fees and revenue from our sponsors.

BUDGET IMPACT:

Funds are available in the Economic Development Department, Economic Opportunities Fund, Account No. 101-6700-00-6180 for this contract amendment expense. All other events cost are planned to be offset by program and sponsorship revenues and absorbed in Park's and Recreation's Special Events budget.

RECOMMENDATION:

Staff is recommending that City Council approve a Contract Amendment with Trafficade Services, Inc. in the amount of \$60,000 and an aggregate not-to-exceed of \$120,000, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents, and charge this expense to the Economic Development Department, Economic Opportunities Fund, Account 101-6700-00-6180.

**FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
TRAFFICADE SERVICE, INC.**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "First Amendment") is entered into as of the last dated signature below, 2019, between the City of Avondale, an Arizona municipal corporation (the "City"), and Trafficade Service, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Tempe ("Tempe") entered into Contract No. T15-069-01, dated January 13, 2015 (the "Tempe Contract") with the Contractor for the Contractor to provide barricades and warning devices.

B. The City and the Contractor entered into Cooperative Purchasing Agreement No. 14388C, dated September 12, 2016 (the "Agreement"), based upon the Tempe Contract, for the Contractor to provide the City with barricades and warning devices (the "Materials and Services"). All capitalized terms not otherwise defined in this First Amendment have the same meanings as set forth in the Agreement.

C. The City has determined that additional materials and services by the Contractor are necessary (the "Additional Materials and Services").

D. The City and the Contractor desire to enter into this First Amendment to (i) provide for the increase in compensation to the Contractor for the Additional Materials and Services.

AGREEMENT

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

1. Compensation. The City shall increase the compensation to Contractor by \$60,000.00 for the Additional Materials and Services at the rates set forth in the Tempe Contract, resulting in an aggregate not-to-exceed compensation of \$120,000.00.

3. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

5. Conflict of Interest. This First Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

"City"

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

"Contractor"

TRAFFICADE SERVICE, INC.
an Arizona corporation

By: _____

Date: 8/20/19

Name: _____

DAVID Taylor

Title: _____

Contract Administrator



www.trafficade.com

WE PROVIDE:

BARRICADES

TRAFFIC CONTROL

TRAFFIC PLANS

PLATES & SHORING

PAVEMENT MILLING

SAWING & CORING

BARRIER WALL

SAFETY SUPPLIES

CUSTOM SIGNS

SIGN INSTALLATIONS

ASPHALT PAVING

Locations:

Phoenix
2533 W. Holly St.

Phoenix, AZ 85009
(602) 431-0911

Chandler
17046 S. Weber Dr.
Chandler, AZ 85226
(602) 431-0911

Tucson
2802 N. Flowing Wells
Tucson, AZ 85705
(520) 624-0465

Prescott
11580 E. Santa Fe Loop
Dewey, AZ 86327
(928) 759-0094

Flagstaff
5301 E. Commerce Ave.
Flagstaff, AZ 86004
(928) 759-0094

Yuma
3178 33rd Place, Suite A
Yuma, AZ 85365
(928) 503-3385

SPECIAL EVENT

City of Avondale Half Century Metric Ride

Atte: Kirk Haines (623) 333-2411

12300 W. McDowell Rd. (Friendship Park)

Event Date: October 6th, 2019.

Bid Date: 8/15/2019

01A

TRAFFIC CONTROL ESTIMATED COST

- Provide necessary traffic control equipment and labor for the event consisting of a single lane closure with cones for the entire 20 mile route to separate bicyclists and thru traffic per the attached map provided to Trafficade on April 17th, 2019. All lane closures will be installed by 0700 Am and will be removed by 1130 Am. Trafficade's crews will remain on site during the event to maintain and pick up the closures behind the last bicyclists. All signs will be preset prior to the event day but the cones will be set up on the day the day of the event.
- Provide (10) message boards and channelizing devices around each unit for public notification starting (7) days prior to the event, including labor for delivery and pick up of all units. Any additional message boards and rental days will be billed accordingly.

ESTIMATED COST FOR THE ABOVE PORTION OF THE EVENT IS - \$41,000.00*.

- Additionally, Trafficade will provide temporary static advanced warning signs (Flagman Ahead, Be Prepared To Stop, Bike Symbol) At (27) intersections to warn traffic of police presence and bicyclists approaching the intersections. Including labor for installation and removal of the before mentioned equipment.

ESTIMATED COST FOR THE ABOVE MENTIONED SIGNS IS - \$9,000.00*.

Note: Any additional equipment and labor not stipulated in the above scope of work will be billed accordingly based on the attached unit price list.

EXCLUSIONS:

Additional Message Boards, Municipal Plan Review Fee, Permit Fees, Shadow Truck, Additional Standby Time, Specialty / Notification Signs, Pedestrian Fencing, Concrete or Water Filled Barrier Wall, Flaggers and Police Officers.

*TERMS / CONDITIONS:

1. Invoices will be based off the actual ticketed equipment and / or labor delivered to the job.
2. Sales tax is NOT included and will be added to all billings. Tax rate subject to change if the prevailing rate changes.
3. This quote is valid for 60 days. If work starts after 60 days, then Trafficade reserve the right to nullify this quote and re-quote at its own discretion.
4. Net 30 days with approved credit.
5. 0% Retention

Trafficade Estimator: Abel Duenez 602-431-0911

abel@trafficade.com

TRAFFICADE SERVICE, INC.

Phoenix:

2533 W. Holly St.,
Phoenix, AZ 85009
(602) 431-0911

Chandler:

17046 S. Weber Dr.
Chandler, AZ 85226
(602) 431-0911

Tucson:

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Prescott:

11580 E. Santa Fe Loop
Dewey, AZ 86327
(928) 759-0094

Flagstaff:

5301 E. Commerce Ave.
Flagstaff, AZ 86004
(928) 759-0094

Yuma:

3178 33rd Pl. Suite A
Yuma, AZ 85365
(928) 344-5046

OPERATING DIVISIONS:

Trafficade Work Zone Services
-Traffic Control
-Barricades
-Traffic Plans

Trafficade Work Zone Shoring
-Road Plates
-Trench Shoring
-Confined Space Equip.
-Concrete Barrier

Work Zone Services

-Trench Paving
-Patch Paving
-Pavement Milling
-Sawing & Coring

Trafficade Signs & Sales, Inc.

-Traffic Signs
-Custom Signs
-Banners
-Safety Supplies
-Vehicle Warning Lights
-Traffic Paint
-Sign Installations
-ITS Solutions



Confidential Traffic Control Rate Sheet

City of Avondale
Half Century Metric Ride Event
Bid Date: 8/15/2019

BARRICADES

Type I or II

only	0.42 per day
w/flasher	0.60 per day
w/steady-burn	0.90 per day

Type III

only	1.10 per day
w/2 flashers	1.50 per day

Vertical Panel

only	0.40 per day
w/flasher	0.60 per day
w/steady-burn	0.90 per day

Traffic Cone

28" standard	0.42 per day
28" reflectorized cone	1.00 per day

LABOR

1 barr. setter, 1 truck	60.00 per hour
2 barr. setters, 1 truck	98.00 per hour

attenuator truck only	52.00 per hour
attenuator truck driver	52.00 per hour

traffic plan	60.00 per sheet
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Terms & Conditions:

Rates will be in effect until further notice.

Transaction Privilege Tax (Sales Tax) will be charged to items specified by Dept. of Revenue.

Payment Terms: as specified in Customer Credit Agreement

Items not listed on this schedule will be quoted upon request.

Labor charges are hourly port-to-port.

Equipment covered under this rate sheet will meet City of Phoenix & MAG Specifications.

SIGNS (STD. INT.)

<10 sq. ft.	0.75 per day
10 to 16 sq. ft.	0.90 per day
>16 sq. ft.	1.10 per day

SIGN STANDS

4' or 6' vert. stand only	0.60 per day
4' or 6' vert. stand w/flasher	0.80 per day
large stand only	1.25 per day
large stand w/flasher	1.45 per day
large stand w/2 flashers	1.65 per day
spring stand	2.30 per day
spring stand w/flasher	2.50 per day
spring stand w/B flasher	4.50 per day
u-channel	0.75 per day
u-channel w/flasher	0.95 per day

HIGH LEVEL DEVICES

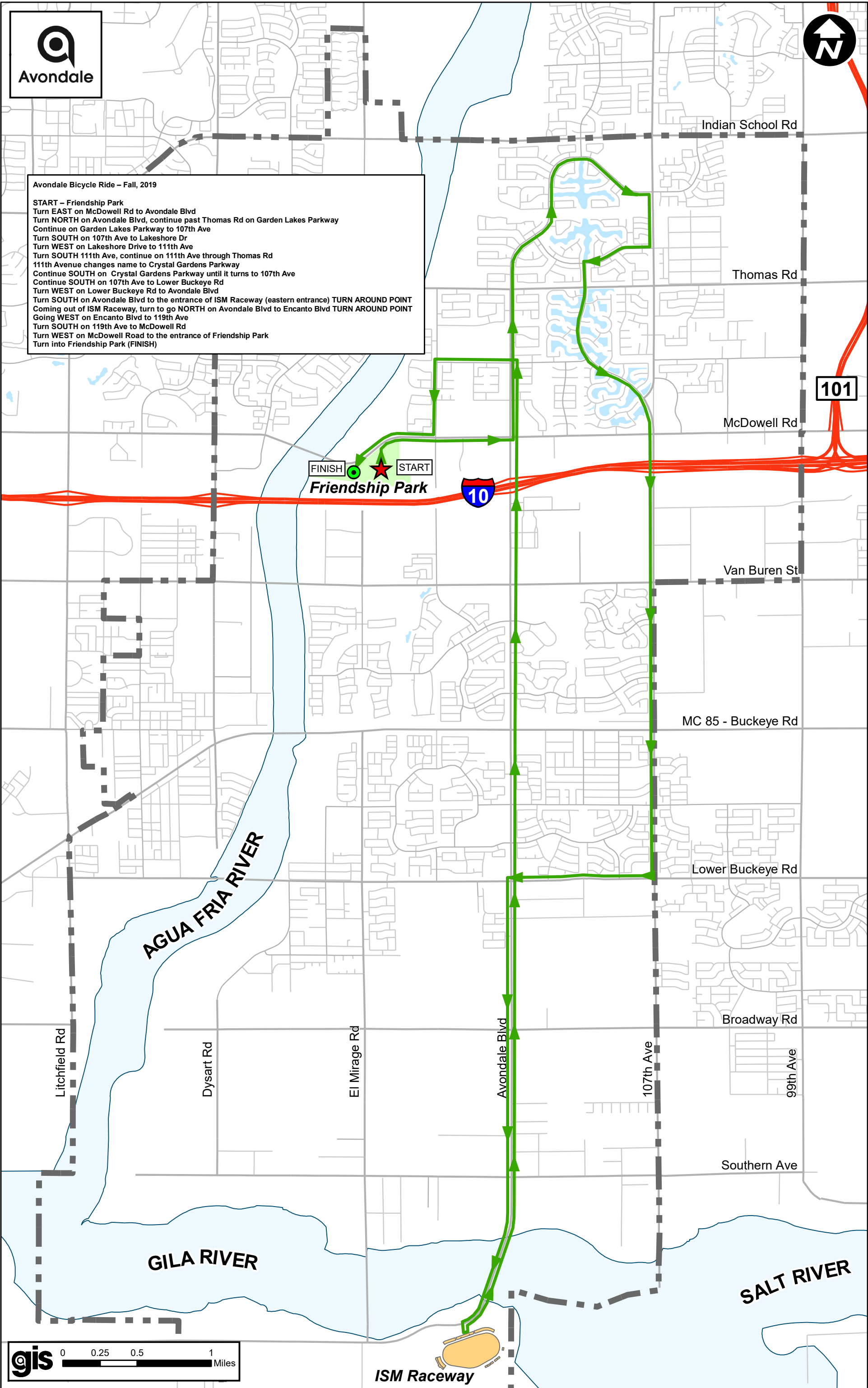
flag stand only	0.85 per day
flag stand w/A flasher	1.10 per day
flag stand w/B flasher	3.15 per day

TRAILERS

arrow board	48.00 per day
changeable message sign	75.00 per day
light tower	125.00 per day

SALE ITEMS

flag w/dowel	3.00 each
sandbag (filled)	1.25 each
sandbag (filled) w/stick	1.50 each
temp. no parking sign	4.00 each
perimeter flagging 50'	5.50 each
caution/caution 1000'	20.00 each



CITY COUNCIL REPORT

SUBJECT: Design-Build Agreement with Haydon Building Corp. for the Avondale Street & Infrastructure Project, Phase 1

MEETING DATE: 9/9/2019

TO: Mayor and Council

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

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

PURPOSE:

City Council will consider a request to: (a) approve a Design-Build Agreement with Haydon Building Corp. to provide design and pre-construction services for the Avondale Street and Utility Improvement Project Phase 1 in the amount of \$463,285.00; (b) authorize the necessary budget transfers; and (c) authorize the Mayor, or City Manager and City Clerk to execute the necessary documents and any future amendments. The Council will take appropriate action.

BACKGROUND:

On February 4, 2019, City Council was presented with an overview of the Historic Avondale Street and Utility Improvement Program. There are six (6) project areas, located in Historic Avondale, Cashion and Las Ligas, each requiring design, utility coordination and construction. The overall timeframe from design of the first project to completion of construction of the final project is from July 2019 through December 2026. The Six (6) project areas include:

- Phase 1 - 3rd Avenue to Central Avenue, Western to MC 85
- Phase 2 - 3rd Ave/3rd PI to Central, Western to Dooley
- Phase 3 - Cashion, 113th to 111th Avenue, Durango to MC 85
- Phase 4 - Central to 4th St, Elm to Harrison
- Phase 5 - 1st St to Central, Whyman to MC 85 & Greenleaf, and 4th St to 7th St, Pacific to Western
- Phase 6 – Las Ligas, 127th Ave to 125th Ave, Elwood to Illini

The first phase of the Historic Avondale, Cashion and Las Ligas Infrastructure Program will take place from 3rd Avenue to Central Avenue, Western to MC 85. This project will set the stage for the remaining projects in the program. Staff decided to utilize an alternate method of project delivery, known as design-build, where the City solicits the services of a design team that will be a true project partner with the City, comprised of design and construction professionals. This type of contract allows for design to commence with the input of the construction team from the onset.

DISCUSSION:

In accordance with the City's Procurement Policy, the City published a formal Request for Statements of Qualifications and Haydon Building Corp. was selected as the most qualified firm to provide design-build services for this project. Staff requested, received and negotiated a proposal from Haydon Building Corp. for design and pre-construction services for this project in the amount of \$463,285.00.

SCHEDULE

Notice to Proceed - August, 2019

Design, Utility Coordination and Land Acquisition - August 2019 - October 2020

Guaranteed Maximum to City Council - January, 2020

Begin Construction - March 2021

Completion of Construction - November 2021

Strategic Plan Alignment

Initiative

Foster Sustainable Community Development

Goal

Maintain and Expand Quality Infrastructure and Improve Connectivity to City Amenities

Objective

Address older sections of the City by removal and replacement of asphalt pavement and the repair/upgrade of utilities

BUDGET IMPACT:

The design and construction of the Phase 1 Project will transcend multiple fiscal years. It is proposed that \$101,283 be transferred from CIP line item 304-1437-00-8410, Traffic Signal- 137th Ave & Thomas Road, to 304-1500-00-8420, Historic Avondale, Cashion and Las Ligas Improvements Program. It is also proposed that \$48,252 be transferred from line item 514-1343-00-8520, Water System Line Replacement & Expansions Project to 514-1501-00-8520, Historic Avondale, Cashion and Las Ligas Improvements Program

Following these transfers, the funding available in the Streets Construction and Water Development funds for Phase 1 during the project timeline are as follows:

Account Number	FY20	FY21	Total
304-1500-00-8420 Street Improvements	\$313,783	\$1,475,000	\$1,788,783
514-1501-00-8520 Water Development	\$149,502	\$1,125,000	\$1,274,502
513-1501-00-8620 Sewer Development		\$100,000	\$100,000
Total	\$463,285	\$2,700,000	\$3,163,285

RECOMMENDATION:

Staff recommends that the City Council approve a design-build Agreement with Haydon Building Corp. to provide design and construction services for the Historic Avondale Street and Utility Improvement Project Phase 1 in the amount of \$463,285.00, authorize the necessary budget transfers, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**DESIGN – BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORP.**

THIS DESIGN - BUILD AGREEMENT (this “Agreement”) is made as of the date of the last signature below, by and between the City of Avondale, an Arizona municipal corporation (the “City”), and Haydon Building Corp., a/n Arizona corporation (the “Contractor”), for complete design and construction services related to Historic Avondale Phase 1 Improvements project, located at South 3rd Avenue between Western Avenue and its southerly terminus, and along West Holly Lane, West Aragon Lane, West Ely Lane and West Rhodes Avenue between South 3rd Avenue and Central Avenue (the “Project”). The City and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

**ARTICLE 1
GENERAL**

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

1.2 Phased Agreement. The Services contemplated by this Agreement shall be carried out in several distinct phases. The initial Services shall be to provide Pre-Construction Services including (A) such environmental investigation services as applicable pursuant to Section 2.1 below, (B) creating all design documents including the Construction Documents pursuant to Section 2.2 below, (C) the Pre-Construction Phase General Services, pursuant to Section 2.3 below (the “Pre-Construction Phase General Services”), and (D) the Post-Construction General Services. The Contractor shall be compensated on an hourly basis, at the agreed-upon hourly rates and a stipulated not-to-exceed total fee, for the Pre-Construction Services as set forth in Section 7.1 below, provided that such services may extend through the construction phase for various components of the Project. At the point in the Pre-Construction Services as determined by the City, the City may, in its sole discretion, request that the Contractor submit a proposal for a guaranteed maximum price (“GMP”) for construction of the Project, which may be submitted as a single GMP or as multiple GMPs at the City’s sole discretion. The Contractor shall prepare and submit the GMP Proposals pursuant to Article 3 below. If the City and the Contractor agree upon the respective GMP Proposals, the Contractor shall furnish, with respect to each GMP Proposal (A) such environmental investigation services as applicable pursuant to Section 2.1 below and (B) the Construction Services set forth in Article 4 below. If the City and the Contractor cannot, after good faith efforts, agree on the GMP, the City may, in its sole discretion, terminate this Agreement (subject to the terms and conditions set forth in Section 12.2 below).

1.3 Definitions.

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

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

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

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

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

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

G. “Construction Fee” means the portion of Contractor’s compensation not related to Direct Construction Costs, as set forth in Subsection 3.4 below.

H. “Contract Documents” means all of the following:

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

2. This Agreement.

3. The Construction Documents.

4. The Contractor’s Guaranteed Maximum Price Proposals (the “GMP Proposals”), attached hereto as Exhibit C and incorporated herein by reference, including but not limited to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Asbestos or asbestos-containing materials.

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

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

T. “Final Completion” means completion of the Project, including Punch List items, by the Contractor in accordance with the Contract Documents, certified to the City by the Contractor.

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

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

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

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

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

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

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

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

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

X. “Master Schedule” is defined as set forth in subsection 2.3(C) below.

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

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

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

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

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

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

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

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

AG. The “Work” means, collectively, the (1) environmental investigation set forth in Section 2.1 below, (2) Creating all design documents, including the Construction Documents and design remedies set forth in Section 2.2 below, (3) Pre-construction Phase General Services set forth in Section 2.3 below, (4) Construction Services provided in accordance with Article 4 below, if applicable, (5) Post-Construction Services, (6) Additional Services that may be provided pursuant to an approved Change Directive or Change Order in accordance with Article 8 below and (7) other services that are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

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

1.5 City Representations.

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

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

C. No Third Party Relationships. The Contractor assumes responsibility to City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any level of Subcontractor, including but not limited to any third-party beneficiary rights. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City or the Contractor.

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

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

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

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

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

1.6 Contractor Representations.

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

B. Subcontractor Selection Program. In conjunction with its response to the City's RFQ, the Contractor submitted to the City a written procedure in conformance with ARIZ. REV. STAT. § 34-601 *et seq.*, as amended, for qualifications-based selection of Subcontractors to be utilized in completion of the Project (the "Subcontractor Selection Program"), which is attached hereto as Exhibit G and incorporated herein by reference. The Contractor shall conduct a telephone and correspondence campaign to attempt to create interest among Subcontractors. The Contractor shall develop and coordinate procedures to provide answers to Subcontractors' questions. The Contractor shall use best efforts to utilize minority business enterprises, woman business enterprises and local contractors or suppliers. The Contractor shall ensure that each Subcontractor has secured the required business licenses, permits, insurance and bonds. The Contractor shall be solely responsible for ensuring (1) the Subcontractor Selection Program is in conformance with Applicable Law and (2) all Subcontractors are selected in accordance with the Subcontractor Selection Program. The Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for, from and against all claims, damages, losses and expenses (including, but not limited to, attorney fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the Contractor's failure to appropriately select its Subcontractors. Additionally, as part of the Contractor's submittal of any GMP Proposal under this Agreement, the Contractor shall utilize the Subcontractor Selection Program to meet its requirements under Section 3.7 below.

C. Key Personnel. The Contractor shall provide to the City a list of the proposed key project personnel of the Contractor and its Subcontractors to be assigned to the Project. This list shall include such information on the professional background of each of the assigned individuals as may be requested by the City. Such key personnel and consultants shall

be satisfactory to the City and shall not be changed except with the consent of the City. The Contractor will maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the Services described in this Agreement. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor will take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel with qualifications acceptable to the City. Additionally, the City shall have the right to request that the Contractor personnel be removed from the Project if, in the City's sole discretion, such personnel are detrimental to the Project delivery process. Upon receipt of such request, the Contractor shall remove such personnel unless the Contractor can provide the City with sufficient documentation to prove it is commercially impractical to replace the personnel with similarly qualified personnel. The City's approval of substituted personnel shall not be unreasonably withheld.

D. Project Designers. The Contractor shall provide or procure architecture, landscape and engineering services as necessary to complete the services. Architecture, landscape and engineering services shall be (i) procured from licensed, independent design professionals retained by the Contractor or (ii) furnished by licensed employees of the Contractor and such services shall be provided as required or as permitted by the laws of the state of Arizona. The persons or entities providing architecture, landscape and engineering services shall be referred to as the "Project Designers." If the Project Designers are independent design professionals, the architectural and engineering services shall be procured pursuant to a separate agreement between the Contractor and the Project Designers.

E. Site Conditions. The Contractor represents that it has taken steps reasonably necessary to ascertain the nature and location of the Work related to the Project, and that it has investigated and satisfied itself as to the general and local conditions and constraints that are applicable to the Work such as (1) conditions bearing on transportation, disposal, handling and storage of materials, (2) the availability of labor, water, power and roads, (3) normal weather conditions, (4) observable physical conditions at the Site, (5) the surface conditions of the ground and (6) the character of equipment and facilities needed prior to and during the performance of the Work. To the extent the Contractor encounters subsurface or concealed conditions that differ materially from those which could reasonably have been determined from a Site surface investigation by the Contractor on the date of this Agreement or from those ordinarily found to exist and generally recognized as inherent in the activities of the character provided in the Contract Documents, then the Contractor shall give notice to the City promptly before conditions are disturbed and in no event later than seven Days after the first observance of the conditions if a Change Order is contemplated by the Contractor due to such conditions. Such materially different conditions, if discovered after a GMP is approved, may entitle the Contractor to an equitable adjustment in the applicable GMP or schedule pursuant to the Change Order provisions set forth in Article 8 below.

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

1.8 Data Confidentiality.

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

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

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

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

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

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

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

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

F. Contractor Responsible. The Contractor assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or

Subcontractors. For the purposes of seeking injunctive relief, it is agreed that a breach of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court.

ARTICLE 2

PRE-CONSTRUCTION SERVICES

2.1 Environmental Investigation.

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

B. Assessment; Remediation Analysis. The Environmental Contracts shall provide that the Environmental Engineers shall prepare such reports, feasibility studies and remedial plans in accordance with applicable local, state, and federal rules, regulations, and laws, including the federal "all appropriate inquiry" Standard and American Society for Testing and Materials, ASTM E1527-13 ("Environmental Assessments") as may be reasonably necessary in order to identify and explain the quantity, scope and nature of the Environmental Conditions found to exist at the Site. The Environmental Assessments shall contain a detailed analysis of the Environmental Conditions discovered, and the actions ("Remedial Actions") required for the response, removal, cleanup or remediation of such Environmental Conditions (1) that are required by Environmental Requirements, or (2) that are reasonably necessary to mitigate Environmental Damages.

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

D. Notice; Permitting. The Environmental Contracts shall require the Environmental Engineers to (1) give notice to the City of the presence of Environmental Conditions, (2) only upon the written consent of the City, give any necessary notice to the Federal

government and the State of Arizona or other agencies of the presence of any Environmental Conditions, (3) assist the City in negotiations with Federal and Arizona agencies concerning preparation and approval of a plan for clean-up to the extent required and (3) obtain all necessary permits to perform any Remedial Actions.

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

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

G. Payment for Remediation. The City will make all payments due under the Environmental Contracts and the Remediation Contracts directly to the Environmental Engineers and the Remediation Contractors. Such payments will be based on requisitions, which requisitions shall be approved by the Contractor prior to submission to the City. All payments due under the Environmental Contracts, the Remediation Contracts and for Environmental Damages, shall not be a part of the applicable GMP, and shall be the sole responsibility of the City, except as expressly provided otherwise.

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

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

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

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

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

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

2.2 Construction Documents; Design Remedies.

A. Program Evaluation. The Contractor will provide to the City a written evaluation of the City's proposed Project and Project budget, with recommendations as to the appropriateness of each, and an analysis as to how each contribute to successfully achieving the City's goal for the Project.

B. Project Design Standards.

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

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

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

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

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

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

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

1. The Project design must meet all applicable (i) Maricopa Association of Government (MAG) Uniform Standard Technical Specifications and Uniform Standard Details and Drawings, latest revision; (ii) the City of Avondale Supplements (latest revision) to the MAG Uniform Standard Technical Specifications, Details and Drawings; (iii) all City building standards, and shall include all special provisions provided by the City. Variances from the standards and guidelines must be identified in writing by the Contractor and approved by the City. Approval of variances or resolution of conflicts shall not be considered to transfer any design liability to the City.

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

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

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

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

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

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

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

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

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

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

D. Design Document Review. The Contractor shall assist the City in reviewing the Construction Documents for clarity, consistency, constructability and coordination among the various contractors. The Contractor's first review of the Construction Documents shall occur not later than the 30% stage of the design by Project Designer for each component of the Project as designated by the City and shall be ongoing until 100% plans are final and complete for all phases of the Project. If the Contractor recognizes that portions of the Construction Documents are (1) in violation of Applicable Law or (2) in any way inadequate to achieve the intended result of the Project, the Contractor shall immediately notify the City in writing, describing the apparent violation or inadequacy.

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

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

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

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

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

2. Bidability Review. The Contractor will check cross-references and complementary Project drawings and sections within the Construction Documents and evaluate whether (a) the plans and Specifications are sufficiently clear and detailed to

minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) the design provides as-built data, (d) Specifications include alternatives in the event a requirement cannot be met in the field, (e) and the Project is likely to be subject to Differing Site Conditions considering the data on subsurface conditions, physical conditions of existing surface and subsurface facilities and physical conditions of underground utilities made available by the design or resulting from conditions inherent to work similar to the Work.

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

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

E. Value Analysis. The Contractor shall make recommendations to the City and the Project Designers with respect to constructability, construction cost, sequence of construction, construction duration, possible means and methods of construction, time for construction and separation of the Project into contracts for various categories of the Work. Contractor shall evaluate all design options to provide value analysis services and cost savings recommendations to the City. The Contractor shall consider options most effective in first costs as well as long term operational costs and life cycle costs when evaluating each design option. The Contractor shall submit to the City and Project Designers (1) written cost studies, (2) cost-benefit evaluations of each cost studies, (3) a formal report to the design team, (4) a final written analysis study document and (5) a tracking report for the increases or decreases in Project cost due to value engineering or scope changes. The City will decide which alternatives will be incorporated into the Project. The Contractor will have full responsibility for the incorporation of the alternatives into the Contract Documents. The Contractor will include the cost of the alternatives into the Cost Model and any GMP Proposals.

F. Certification. At the completion of its review of the Construction Documents for each phase of the Project, the Contractor shall certify that the Construction Documents are sufficient and complete to build the respective portion of the Project within (1) the time available before the respective Substantial Completion date and (2) the Project budget. Nothing in this Subsection shall relieve the Project Designers of their respective responsibility for the Construction Documents.

2.3 Pre-Construction Phase General Services.

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

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

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

B. Construction Management Plan.

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

2. Maintaining Plan. The Contract Manager shall keep the Management Plan current throughout the pre-construction services phase so that the Management Plan is ready for implementation at the start of the construction phase. The update/revisions will take into account: (a) revisions in Construction Documents; (b) the Contractor's examination of the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the City, Project Designers or the Contractor; (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and

rights-of-way; (d) the fast-tracking (if any) of the construction, or other chosen construction delivery methods; (e) the requisite number of separate bidding documents to be advertised; (f) the status of the procurement of long-lead time equipment and/or materials; and (g) funding issues identified by the City.

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

1. Each Project team member is responsible for its compliance with the Master Schedule requirements. The Contractor will update and maintain the Master Schedule on behalf of and to be used by the Project team based on input from other team members. The Master Schedule will be consistent with the most recent revised/updated Management Plan. The Master Schedule will be presented in graphical and tabular reports as agreed upon by the Project team. The Master Schedule will include all tasks and deliverables required by each member of the Project team to identify long lead items, real property transactions, utility relocation activity, permitting requirements, etc. If Project phasing as described below is required, the Master Schedule will indicate milestone dates for the phases. The Master Schedule’s activities will directly correlate with the Schedule of Values (as defined in Subsection 2.3(D)(4) below). The Master Schedule shall include resource loading for manpower and cash flow. The manpower loading shall include the daily manpower required to complete the task as shown on the Master Schedule.

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

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

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

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

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

2. After receipt of the Project Designers' most current documents from certain specified design milestones, the Contractor will provide a detailed written report to the Project team regarding the impact of and changes to the Cost Model based on the

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

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

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

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

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

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

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

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

ARTICLE 3 GUARANTEED MAXIMUM PRICE PROPOSAL

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

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

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

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

D. Reports; Subsurface Conditions. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Contract Documents for the construction phase. Contractor acknowledges that such new reports may not be complete for Contractor's purposes. Contractor acknowledges that City does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents for the construction phase with respect to underground facilities at or contiguous to the Site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this GMP Proposal for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents for the construction phase.

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

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

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

H. No Improper Actions. The proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity

with any agreement or rules of any group, association, organization or corporation; Contractor has not directly or indirectly induced or solicited any person, firm or corporation to refrain from proposing; and Contractor has not sought collusion to obtain for itself any advantage over any other contractor or over the City.

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

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

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

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

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

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

4. Costs of materials, supplies, temporary facilities, equipment, and hand tools (except those customarily owned by construction workers), supplied to the Site by Contractor, if such items are fully consumed in the construction of the Work and are included in the list of Allowable General Conditions Cost Line Items set forth in Exhibit I. Cost for used items shall be based on fair market value and may include transportation, installation, and minor maintenance costs, and removal costs. If an item is not fully consumed in the construction of the Work, its recoverable cost under this Contract shall be based on the original cost of the item less its fair market salvage value.

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

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

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

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

Payment Bonds shall be reimbursed at 0.76% of the applicable GMP amount. All amounts shall be identified as separate line items within the applicable GMP.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Costs related to the Contractor's safety program related to the Project.

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

1. Any professional fees paid by the City to consultants retained directly by the City.

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

3. Any additional service costs as defined herein.

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

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

D. Contractor's Contingency.

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

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

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

E. Calculation Methods; Audits.

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

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

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

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

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

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

C. Overhead. Any and all overhead, labor or general expenses of any kind unless specifically allowed under General Conditions. These costs include, but are not limited to: costs for the purchase, lease, rental, allowance or maintenance of vehicles, radios/communication equipment, jobsite computers, copiers and other business equipment, specialized telephone systems and cellular/digital phones; home office operations and support staff (i.e. accounting, purchasing); trade or professional association dues; costs for hiring and/or relocation of any of the Contractor's personnel; and travel, per diem and subsistence expense of Contractor, its officers or employees except as specifically allowed under General Conditions, which shall not exceed 5.0% of the total applicable GMP amount, excluding Contractor's Contingency.

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

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

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

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

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

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

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

3.5 Competitive Bidding and Sub-Bids.

A. Subcontractor Selection. The Contractor will develop Subcontractor interest, submit the names of a minimum of three qualified Subcontractors for each trade in the Project for approval by the City and solicit bids for the various Work categories. If there are not three qualified Subcontractors available for a specific trade, the Contractor will request approval by the City's Project Manager to submit less than three names. No change in the City approved Subcontractors will be allowed without prior written approval by the City.

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

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

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

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

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

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

construction phase; (4) resolve possible time frames for the commencement date of the Contract Time for the construction phase Work; (5) schedule the pre-construction conference; and (6) discuss other matters as necessary.

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

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

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

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

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

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

F. Alternate Prices. A schedule of applicable alternate prices.

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

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

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

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

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

B. GMP Exceeding Independent Estimate. If the Contractor's GMP Proposal is greater than the independent third party's estimate, the City may require the Contractor to reconfirm its GMP Proposal. The Contractor will accept the independent third party's estimate

for the Cost of the Work as part of its GMP or present a written request, within seven Days of receiving the estimates, to the City identifying, explaining and substantiating the differences. The Contractor may be requested to, or at its own discretion may, submit a revised GMP Proposal for consideration by the City. At that time the City may do one of the following.

1. Accept the Contractor's original or revised GMP Proposal, if within the City's budget, without comment.
2. Accept the Contractor's original or revised GMP Proposal that exceeds the City's budget, and indicate in writing to the Contractor that the Project budget has been increased to fund the differences.
3. Reject the Contractor's original or revised GMP Proposal because it exceeds either or both the City's budget and the independent third party's estimate, in which event, the City may terminate this Agreement.

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

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

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

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

3.11 Failure to Agree Upon GMP. If the City and the Contractor do not agree to any provisions of the GMP Proposal, including the designated Default Neutral Arbitrator, all references in this Agreement to the GMP shall not be applicable, and the Parties shall proceed on the basis of reimbursement as provided in Article 7 below.

ARTICLE 4 CONSTRUCTION SERVICES

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

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

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

4.4 Construction Phase General Services. The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the construction of the Project, and to completely and totally construct the same and install the material therein for the City. All Work will be performed in a good and workmanlike and substantial manner according to the standards set forth in Subsection 1.6(A) above. The Work shall be to the satisfaction of the City and strictly pursuant to and in conformity with the Project's Contract Documents, as modified and agreed to by the City. Contractor's Representative shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Work. Contractor's Representative shall communicate regularly with City but not less than once each week and shall be vested with the authority to act on behalf of Contractor. Contractor's Representative may be replaced only with the written consent of City.

A. Government Approvals and Permits.

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

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

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

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

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

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

B. Pre-construction Activities.

1. Prior to the commencement of any Work, the City's Representative will schedule a pre-construction conference. The purpose of this conference is to establish a working relationship between the Contractor, utility firms, various City agencies and other entities as may be appropriate or beneficial. The agenda will include critical elements of the Work and Master Schedule, submittal schedule, cost breakdown of major lump sum items, payment requests and processing, coordination with the involved utility firms, the level of Project Record Documents required and emergency telephone numbers for all

representatives involved in the course of construction. Minimum attendance at the preconstruction conference shall be the Contractor's Representative, the job superintendent, the Contractor's safety officer and the individuals deemed necessary by the City.

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

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

C. Project Management.

1. The Contractor shall refine the Management Plan for the Project. In refining the Management Plan, the Contractor shall consider the City's schedule, cost and design requirements for the Project. The Contractor shall then develop various alternatives for the sequencing and management of the Project and shall make recommendations to the City. The Management Plan shall also include a description of the various proposal packages recommended for the Project. The Management Plan shall be presented to the City for acceptance.

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

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

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

D. Reports.

1. The Contractor shall prepare and distribute design phase change reports monthly to the City that shall list all City-approved Change Directives and Change

Orders as of the date of the report and shall state the effect of the Change Directives and Change Orders on the Project budget and the Master Schedule.

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

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

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

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

4.5 Work Management.

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

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

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

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

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

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

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

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

G. Grades, Lines, Levels and Bench Marks. The Contractor shall establish and maintain all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a civil engineer or surveyor licensed as such in the State of Arizona.

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

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

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

K. Subcontractor Meetings. Periodically, the Contractor shall conduct meetings at the Site with each Subcontractor. The Contractor shall conduct coordination meetings

with all Subcontractors. The Contractor shall record, transcribe and distribute minutes to all attendees, the City and the Project Designers.

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

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

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

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

P. Quality Control. The Contractor shall establish and implement a program to monitor the quality of construction by itself and by Subcontractors. The purpose of the program shall be to protect the City against defects and deficiency in the Work of the Contractor or the Subcontractors. The Contractor shall reject the Work and transmit to the Subcontractor a notice of nonconforming work when the Contractor believes the Work does not conform to the

requirements of the Contract Documents. Except for minor variations as stated herein, the Contractor is not authorized as part of this service to change, enlarge, relax, alter, or release any requirement of the Contract Documents or to approve or accept any portion of the Work not performed in accordance with the Contract Documents.

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

R. Traffic Control. All traffic affected by the Work under this Agreement shall be regulated in accordance with the most recent revision of the United States Department of Transportation *Manual on Uniform Traffic Control Devices* (the "MUTCD") and the City of Phoenix Traffic Barricade Manual (the "Barricade Manual") (the MUTCD and the Barricade Manual are collectively referred to herein as the "Traffic Control Requirements"), which are incorporated herein by reference; provided, however, that this Agreement shall govern in a conflict with the terms of the MUTCD or the Barricade Manual. At the time of the pre-construction conference, each Subcontractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures, as necessary. At the same time the Contractor will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the Work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents. The Contractor shall ensure that Subcontractors adhere to the following:

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

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

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

4. The Subcontractor shall ensure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Subcontractor shall notify the City at least 48 hours in advance for City personnel to temporarily relocate said signs. The City will direct the Subcontractor

as to the correct positions to re-set all traffic and street name signs to permanent locations when notified by the Subcontractor that construction is complete.

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

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

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

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

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

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

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

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

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

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

4.6 Control of the Work Site.

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

B. Dust Control. Contractor shall take whatever steps, procedures or means necessary to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City and in accordance with the requirements of Applicable law and such other Specifications as the Parties may agree to in writing.

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

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

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

4.7 Time Management.

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

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

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

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

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

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

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

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

- a. Description of problem tasks (referenced to field instructions and requests for information), as appropriate.
- b. Current and anticipated delays including:
 - i. Cause of the delay.

- ii. Corrective action and schedule adjustments to correct the delay.
 - iii. Known or potential impact of the delay on other activities, milestones, and the Substantial Completion date.
- c. Changes in construction sequence.
- d. Pending items and status thereof including but not limited to:
 - i. Time Extension requests.
 - ii. Other items.
- e. Substantial Completion date status:
 - i. If ahead of schedule, the number of Days ahead.
 - ii. If behind schedule, the number of Days behind.
- f. Other project or scheduling concerns.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.8 Cost Management.

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

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

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

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

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

4.9 Shop Drawings, Product Data and Samples.

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

B. Review. The Contractor shall review, approve, verify, and submit to the Project Designers five copies of each Shop Drawing, product data, sample, and similar submittal required by the Contract Documents as to cause no delay in the Work or in the activities of the

City or of separate contractors. Submittals made by the Contractor that are not required by the Contract Documents may be returned without action.

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

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

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

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

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

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

4.10 Quality Control, Testing and Inspection.

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

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

C. Test Methods. The procedures and methods used to sample and test material will be determined by the Project Designers. Unless otherwise specified, samples and

tests shall be made in accordance with MAG 700 Series and the standard methods of AASHTO or ASTM as referenced in the MAG 700 Series.

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

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

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

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

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

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

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

4.11 Trade Names and Substitutions.

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

1. The substitution shall be submitted by Contractor in writing to the City, including sufficient detail to properly analyze the request.

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

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

4. The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution,

including cost of design, license fees, royalties, and testing. Also, the submittal shall include any request for adjustment in the Contract Time created by the substitution.

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

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

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

4.12 Project Record Documents.

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

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

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.
- Depths of foundations below first floor.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order or Change Directive.

- Details not on original Contract Documents.
 - Similar deviations, variations and modifications.
2. Mark completely and accurately Project Record Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents.
 3. Mark Project Record Document sets with red erasable colored pencil.
 4. Note Change Order or Change Directive numbers, as required to identify the source of the change to the Construction Documents.
 5. As a condition of Substantial Completion, submit Project Record Documents and Shop Drawings to the City Representative for review and comment.

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

1. A complete set of electronic Project Record Documents prepared in AutoCAD format compatible with City CADD technology. The Contractor shall cause the Project Designers to revise and update the electronic drawing files. Each drawing shall be clearly marked with “As-Built Document.”
2. The original copy of the Project Record Documents (including all redline mark-ups).

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

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

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

C. Daily Inspections. The safety representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Contractor’s personnel,

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

D. Legal Requirements. Contractor and Subcontractors shall comply with Applicable Law relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate Applicable Law. If Contractor believes a City-specific requirement violates Applicable Law, the Contractor shall notify the City of such violation within 24 hours of discovery.

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

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

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

4.15 Final Completion. The City shall determine when the Project and the Contractor's Work has reached Final Completion. Final Completion must occur not later than 60 Days after the Substantial Completion date, subject to modification by changes in the Contract Time in

Article 6 below. Final Completion shall be achieved only upon the City's written acceptance of (A) the construction, (B) all testing, (C) demonstration by the Contractor that the Work functions as required by the Contract Documents and meets all Contract Document requirements, (D) resolution of all outstanding system deficiencies and Punch List items, if any, (E) delivery of all as-built documentation, drawings, completed Project Record Documents (with revisions made after Substantial Completion), annotated submittals and design document deliverables, (F) submittal, acceptance, and delivery of the 100% complete O&M manuals, (G) delivery of warranties, inspection certificates, bonds and all other required documents, (H) all pre-requisites for final payment and (I) submittal of Contractor's request for final payment and acceptance enclosing all required documentation. Upon Final Completion the City shall issue a Certificate of Final Completion to the Contractor on behalf of the City. Following receipt of payment from the City, the Contractor shall make all payments due to the Subcontractors.

4.16 Correction of Defective Work.

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

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

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

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

E. No Effect on Limitations Period. The two-year period referenced in Subsection 5.6(A) below applies only to Contractor's obligation to correct nonconforming Work as provided in this Section and is not intended to constitute a period of limitations for any other

rights or remedies the City may have regarding Contractor's obligations under the Contract Documents or as may be allowed by law.

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

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

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

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

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

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

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

G. Additional Travel. Providing Additional Services and costs necessitated by out-of-town travel required of and approved in writing by the City other than visits to the Project and other than for travel required to accomplish the Work.

H. Unrelated Services. Providing any other services not otherwise included in this Agreement, not reasonably inferred by this Agreement or not customarily furnished in accordance with generally accepted contractual practices consistent with the term of this Agreement.

I. Replacement Work. Providing consultation concerning replacement of Work damaged by fire or other causes and not due in whole or in part to Contractor's action or inaction during construction, or furnishing services required in connection with the replacement of such work.

J. Special Studies. Providing additional special surveys, environmental studies, and submissions required for approvals of governmental authorities or others having jurisdiction over the Project, other than as required or reasonably inferred in this Article 4.

K. O&M Analysis. Providing analyses of operating and maintenance costs other than as required for value analysis in Subsection 2.2(E) above, unless provided for in the Scope.

L. Assisting with City-Performed Work. Designing, and providing other services supporting the procurement of materials to be obtained, or work, if any, to be performed by the City, that are not a part of the Work.

ARTICLE 5

POST-CONSTRUCTION PHASE

5.1 Final Accounting and Close-out. At the conclusion of the Project, the Contractor shall prepare final Project accounting and close-out reports.

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

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

5.4 Manufacturer Manuals and Warranties. The Contractor shall require the Subcontractors to provide manufacturers' operations and maintenance manuals, warranties and guarantees for materials and equipment installed in the Project. Prior to Final Completion of the Project, the Contractor shall compile such manuals, warranties and guarantees, bind same in an organized manner and deliver the bound materials to the City; the City shall not be required to issue the final payment to the Contractor pursuant to Section 9.6 below until after the compiled manuals, warranties and guarantees have been delivered to the City. At the discretion of the City, electronic records may be substituted for the bound materials required in this section.

5.5 Inspection and Testing. With the assistance of the City's maintenance personnel, the Contractor shall direct the inspection of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing.

5.6 Warranties.

A. Warranty for the Work. Contractor or its assignee shall give to the City a two-year warranty against deficiencies in material and workmanship for all Work on the Project or other such warranty as required by the City Engineer, which warranty shall begin on the Substantial Completion date. Any material deficiencies in material or workmanship identified by City staff during the two-year warranty period shall be brought to the attention of the Contractor and its assignee that provided the warranty, which both shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the City Engineer. Continuing material deficiencies in a particular portion of the Work shall be sufficient grounds for the City to require (1) an extension of the warranty for an additional two-year period and (2) the proper repair of or the removal and reinstallation of, that portion of the Work that is subject to such continuing deficiencies. Regardless of whether the applicable warranty period has expired, the Contractor agrees to repair any damage to the Work caused by construction activities on the Site. Nothing contained herein shall prevent the City or the Contractor from seeking recourse against any other third party for damage to the Work caused by such third party.

B. New Materials. The Contractor warrants that all materials and equipment furnished under construction phase(s) of this Agreement are (1) new unless otherwise specified and approved by the City, (2) of good quality, (3) in conformance with the Contract Documents and (4) free from defective workmanship, defective materials and Hazardous Materials. Warranties shall commence on the date of Substantial Completion of the Work or of a designated portion if the warranted items are fully installed, operational and available for use and if not, at such time after the date of Substantial Completion as they are fully installed, operational and available for use.

C. Actions by Others. Contractor's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Contractor or anyone for whose acts Contractor may be responsible and/or liable.

D. No Limitation on Other Warranties. Nothing in this warranty is intended to limit any manufacturer's warranty that provides City with greater warranty rights than set forth in this Section or the Contract Documents.

E. No Limitation on Legal Remedies. Nothing in this warranty is intended to limit any other remedy at law that may be available to the City.

ARTICLE 6 CONTRACT TIME

6.1 Progress and Completion. The City and the Contractor agree the time limits stated in the Contract Documents, as the same may be amended and updated by the Parties, are of the essence of this Agreement.

6.2 Commencement of the Work. The Work, except for the (A) environmental investigation services set forth in Section 2.1 above, (B) review of Construction Documents and design remedies services set forth in Section 2.2 above, and (C) Pre-Construction Phase General Services set forth in Section 2.3 above, shall commence on the Notice to Proceed date of the applicable GMP Amendment, and shall proceed in general accordance with the Schedule for the Work set forth therein. Each GMP Amendment shall establish a separate Notice to Proceed date, Substantial Completion date and portion of the Contract Time applicable to that GMP. The Substantial Completion dates may be sequential or may run consecutively.

6.3 Prosecution of the Work. The Contractor shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Master Schedule. If the delay is an Inexcusable Delay, as defined below, the Contractor shall prepare a recovery schedule for the City's review and approval, showing how the Contractor will compensate for the delays and achieve Substantial Completion by the date shown on the Master Schedule. If the Contractor is unable to demonstrate how it will overcome Inexcusable Delays, the City may order the Contractor to employ such extraordinary measures as are necessary to bring the Work into conformity with the date of Substantial Completion set forth therein, the costs of which shall be included as part of the Cost of the Work. If the delay is an Excusable Delay, as defined below, the City shall either (A) authorize an equitable extension in the Master Schedule to account for such delay, and equitably adjust the GMP on account of such delay or (B) request that the Contractor prepare a recovery schedule showing how (if possible) the Contractor can achieve Substantial Completion by the date shown on the Master Schedule, and equitably adjust the applicable GMP in accordance with the Change Order provisions of this Agreement related to any extraordinary activities required of the Contractor on account of such recovery schedule.

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

6.5 Construction Activities. At such time as the Construction Documents, or any portion thereof, are complete, the Contractor shall submit a revised Master Schedule to the City for incorporation into the Contract Documents, which will expand the Master Schedule approved to date, but which will not, in and of itself, change the Substantial Completion date for the Project. This revised Master Schedule shall be based upon a CPM and shall show in complete detail starting and completion time of detail activities, the sequence of the Work and all significant activities.

6.6 Extensions of Time.

A. Limited to Excusable Delay. An extension in the scheduled Substantial Completion date will only be granted in the event of Excusable Delays affecting Work activities on the Critical Path. The Contractor shall be entitled to general condition costs and extra costs related to the Excusable Delay for idle labor, equipment inefficiency and lost productivity of the performance of the Work; however, the Contractor must submit evidence reasonably satisfactory to the City substantiating such costs. Such adjustment to the contract sum and Substantial Completion date shall be issued in an amendment to this Agreement.

B. Excusable Delays. To the extent any of the following events results in an actual delay in the Work affecting activities on the Critical Path, such shall constitute an “Excusable Delay” (to the extent not set forth below, a delay will be considered an “Inexcusable Delay”):

1. Delays resulting from Force Majeure events. The term “*Force Majeure*” means an occurrence that is beyond the control of the Party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions-intervention-acts or failures or refusals to act by government authority, and other similar occurrences beyond the control of the Party declaring Force Majeure which such Party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the Party declaring Force Majeure notifies the other Party, in accordance with Subsection 14.6, of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the Party from resuming performance in accordance with this Agreement. Force Majeure shall not include: (a) late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences, or (b) late performance by a Subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Subsection 6.6(B). Any delay or failure in performance by either Party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other Party in writing. The time of Substantial Completion or Final Completion shall be extended by written amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed Party from performing in accordance with this Agreement.

2. Differing, unusual or concealed Site conditions that could not reasonably have been anticipated by the Contractor in preparing the Master Schedule, including, without limitation, archaeological finds and unusual soil conditions (including rock or other geological conditions), underground foundations, abandoned or not properly identified utility lines and water conditions.

3. Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the Site by or on behalf of the Contractor.

4. Delays resulting from changes in Applicable Law occurring after the date of execution of this Agreement.

5. Delays occurring due to the acts or omissions of the City and those within the control of the City.

6. Delays occurring due to the acts or omissions of a utility, so long as Contractor has coordinated with the utility causing the delay and the delay occurs despite reasonable steps taken by Contractor to avoid the delay.

7. Delays resulting from weather conditions that make it unreasonable to perform the Work in accordance with the Master Schedule.

C. Process for Requesting Extension of Time. In order to obtain an extension of time due to an Excusable Delay, the Contractor must comply with the following requirements: The Contractor shall notify the City of the Excusable Delay as soon as practicable, but in no event more than seven Days after the Contractor becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days the Contractor expects to be delayed. After the cessation of the Excusable Delay, the Contractor shall notify the City of the number of Days the Contractor believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a Change Order request by the City, the request for an extension of time contained in the resulting Change Order proposal or amendment to this Agreement, as applicable, shall be deemed sufficient for purposes of this Subsection.

D. City Determination. Within 10 Days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the Parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the Parties as to the then-current status of Excusable Delays and Inexcusable Delays, the City will provide the Contractor with written notice of City's determination of the number of Days of Excusable Delay and/or Inexcusable Delay within 10 Days after receipt by the City of the Contractor's written request for such determination. The Contractor shall not, however, deem an issuance by the City of such a determination to be a concurrence with any matters set forth in the Contractor's request. The Contractor may invoke the dispute resolution procedures set forth in Article 13 below with respect to such determination.

6.7 Concurrent Delays. To the extent the Contractor may be entitled to an extension of time due to an Excusable Delay, but the performance of the Work would have been suspended, delayed or interrupted by the fault or neglect of the Contractor or by an Inexcusable Delay, the Contractor shall not be entitled to any additional costs for the period of such concurrency.

6.8 Weather Delays. The Contractor shall include and clearly identify an appropriate number of Days of weather-related delays within (A) the aggregate Master Schedule for the Work and within the portions of the Master Schedule submitted with each GMP Proposal relating to any phase of the Project and (B) each GMP Amendment. If the Contractor experiences additional weather-related delays beyond the number of Days set forth in the Master Schedule and the GMP

Amendment, the Contractor shall be entitled to commensurate extension of time and reimbursement of costs associated with such delay; provided such requests for extensions of time are submitted and approved according to the process set forth in Section 6.6 above. If the Contractor fails to include an appropriate number of Days of weather-related delays within the applicable GMP Proposal for any portion of the Project, the Contractor shall not be eligible for any extension of time or reimbursement of costs related to otherwise Excusable Delays relating to weather for the applicable GMP Proposal.

6.9 Liquidated Damages.

A. Established. The Contractor and the City acknowledge that in the event that the Contractor fails to achieve Substantial Completion or Final Completion of the Project by the dates established therefore in the applicable GMP Amendment, as adjusted, the City will incur substantial damages and the extent of such damages shall be incapable of accurate measurement. Nonetheless, the Parties acknowledge that on the date of this Agreement, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that the City would incur as a result of late Substantial Completion or Final Completion of the Project. Such liquidated damages shall be the sole and exclusive remedy of the City for late completion of the Project, and the City hereby waives all other remedies available at law or in equity with respect to losses resulting from late completion. The amount of the liquidated damages calculated hereunder does not include any penalty.

B. Amount of Liquidated Damages.

1. If the Contractor fails to achieve Substantial Completion of for that portion of the Work applicable to a particular GMP Proposal on or before the Substantial Completion date set forth in the applicable GMP Proposal, as adjusted, for any reason other than Excusable Delays, the Contractor shall pay to the City liquidated damages in the amount per Day as determined by the Maricopa Association of Governments specifications existing on the date this Agreement is approved by the City Council (the “MAG Specifications”) for each Day Substantial Completion is delayed beyond the Substantial Completion date set forth in the applicable GMP Amendment.

2. If the Contractor fails to achieve Final Completion of for that portion of the Work applicable to a particular GMP Proposal on or before the Final Completion date, as adjusted, for any reason other than Excusable Delays, the Contractor shall pay to the City liquidated damages in the amount per Day as determined by MAG Specifications for each Day Final Completion is delayed beyond the Final Completion date established according to the applicable GMP Amendment.

3. In no case may the amount of liquidated damages due under this Subsection 6.9(B) for any single Day of delay exceed the highest amount, as determined according to MAG Specifications, that would be charged for any single Inexcusable Delay existing on such Day.

4. Payment of liquidated damages is to be made contemporaneously with any required payment to the Contractor, and such payments may be offset against each other.

ARTICLE 7 CONTRACT PRICE

7.1 Pre-construction Phase Compensation.

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

B. Amount. The City shall pay the Contractor an amount not to exceed \$463,285.00 for services performed during the Pre-construction Phase, as set forth in Article 2 above, and as more particularly described in the Pre-Construction cost summary, attached hereto as Exhibit J and incorporated herein by reference, including all cost items, allowances and reimbursable expenses.

C. Equitable Adjustment. Compensation of Pre-construction Services shall be equitably adjusted if such services extend beyond February 1, 2020, for reasons beyond the reasonable control and not the fault or partial fault of the Contractor or as provided in Section 8.2 below. For changes in Pre-construction Services, compensation shall be adjusted as mutually agreed upon by the City and the Contractor at the time of such extended services.

D. Payments. Payments for Pre-construction Services shall be due and payable within 30 Days following approval of the Contractor's monthly invoice by the City. Payments due the Contractor that are unpaid for more than 30 Days from the due date of the invoice shall bear interest at the statutory rate.

7.2 Construction Phase Compensation. The portion of Contract Price applicable to the Construction Services shall be the aggregate of all approved GMP Amendments.

A. GMP. The Guaranteed Maximum Price is composed of the Direct Construction Costs and the Construction Fee. The Contractor is at risk to cover any additional Project costs. To the extent the combined total of the Direct Construction Costs and the Construction Fee at the conclusion of the Project is less than the GMP, the difference shall be retained by the City.

B. GMP Adjustment. If a GMP requires an adjustment due to changes in the Work, the cost of such changes is determined subject to Article 8. The markups permitted on such changes shall be no greater than the markups delineated in the approved GMP.

C. City's Contingency. City's Contingency funds are to be used at the discretion of the City to cover any increases in Project costs that result from City-directed changes or unforeseen Site conditions. City's Contingency will be approved in conjunction with the applicable GMP Amendment but will not be included in the full Contract Price. Markups for

Construction Fee and taxes will be applied by the Contractor at the time that City's Contingency is used. The amount of contingency for each GMP amendment will be negotiated separately.

D. Payment Data. The Contractor shall submit to the City, upon request, all payrolls, reports, estimates, records and any other data concerning the Work performed or to be performed or concerning materials supplied or to be supplied, as well as Subcontractor or Consultant payment applications or invoices and such Subcontractor's or Consultant progress payment checks. The requirements of this Section shall be included in all contracts between the Contractor and its Subcontractors and Consultants. The City may exercise its rights under this Section as often as reasonably necessary in the City's sole judgment to ensure the City has a complete and accurate understanding of all Project costs.

7.3 Adjustment in the Contract Price. Adjustment to the respective components of the Contract Price shall be made as follows:

A. Changes in the Work. For changes in the Work as provided in Article 8 below, the applicable Contract Price shall be adjusted as mutually agreed by the Parties, in writing, prior to commencement of any work pursuant to such changes.

B. Delays in the Work. For delays in the Work not caused, in whole or in part, by the Contractor, Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, there will be an equitable adjustment in the Contract Price to compensate the Contractor for increased expenses due to unforeseeable circumstances, according to the requirements of Article 6 above.

C. Replacement Work. If the Contractor is placed in charge of managing the replacement of an insured or uninsured loss not caused by or the fault of the Contractor or other parties identified in Subsection 7.3(B) above, the Contractor shall be paid an additional fee in the same proportion that the applicable portion of the Contract Price bears to the estimated applicable Cost of the Work, or as otherwise agreed to by the Parties.

ARTICLE 8 CHANGES IN THE WORK

8.1 Prescribed Methods for Changes. Changes in Contractor's Services shall only be made by a written Change Directive or Change Order to this Agreement signed by the City and the Contractor. Changes involving (A) a change in the lump sum for the Pre-Construction Services set forth in Section 7.1 above or (B) a change in any GMP, shall be considered a Change Order and must be approved as an amendment to this Agreement and executed by the City and the Contractor. The Contractor shall not (A) perform any additional Services or (B) eliminate any duties included in the Services until a written amendment addressing the Change Order has been properly approved and executed by both Parties. The Contractor shall proceed to perform the Services required by the Change Order only after receiving written notice from the City directing the Contractor to proceed.

8.2 Change Control System. The Contractor shall establish and implement a change control system. All proposed changes shall first be described in detail in writing by the requesting

party. The requesting party shall submit detailed information to the Contractor for evaluation concerning the costs and time adjustments, if any, necessary to perform the proposed changed work. The Contractor shall discuss the proposed change with the appropriate Subcontractor and endeavor to determine the Subcontractor's basis for the cost to perform the work and the effect, if any, on the applicable GMP. The Contractor shall make a recommendation to the City pursuant to this Article 8 prior to the City's acceptance of all change requests.

8.3 Change Directives; Change Orders; GMP Adjustments. Changes in the Work that are within the general scope of this Agreement may be accomplished by Change Directive without invalidating this Agreement; provided, however, that any change in the Work that will result in an increase to a GMP or extension of the Substantial Completion date shall be pursuant to a Change Order approved by a written amendment to this Agreement clearly delineating the amounts attributable to compensation for the General Conditions Costs, the Construction Fee and other Cost of the Work.

8.4 Determination of Cost. An increase or decrease in a GMP resulting from a change in the Work shall be determined by one or more of the following methods:

- A. Unit prices set forth in this Agreement or as subsequently agreed.
- B. Mutually accepted, itemized lump sum.
- C. Costs determined as defined in Article 3 above.

D. If an increase or decrease cannot be agreed to as set forth in Subsections 8.4(A) and (B) and the City issues a written order for the Contractor to proceed with the change, the cost of the change in the Work shall be determined by the reasonable expense or savings of the performance of the Work resulting from the change.

8.5 No Obligation to Perform. The Contractor shall not be obligated to perform changed Work until a Change Directive or a Change Order/amendment to this Agreement, as applicable, has been executed by the City and the Contractor, except as provided in Subsection 8.4(D) above.

8.6 Adjustment of Unit Prices. If a proposed change alters original quantities to a degree that application of previously agreed to unit prices would be inequitable to either the City or the Contractor, the unit prices shall be equitably adjusted and, if the result is an increase to a GMP, an amendment to this Agreement shall be executed.

8.7 Unknown Conditions. If, in the performance of the Work, the Contractor or its Subcontractor finds latent, concealed or subsurface physical conditions that (A) differ from the conditions the Contractor or its Subcontractor should have reasonably anticipated, (B) differ substantially from available soils reports or (C) differ substantially and materially from those normally encountered and generally recognized as inherent in the kind of work provided for in this Agreement at this location (occurrence of shifting and expansive soils, including clay soils and sandstone expressly noted as commonly occurring in the Project area), then the applicable GMP compensation and/or the Substantial Completion date may be equitably adjusted only if the

Contractor notifies the City within seven Days after the conditions are first observed in accordance with Article 6 above.

8.8 Emergencies. In any emergency affecting the safety of persons and/or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in a GMP, compensation for Pre-construction Services, the Contract Price and/or extension of the Substantial Completion date on account of emergency work shall be determined as provided in this Agreement.

ARTICLE 9 PAYMENT

9.1 Progress Payments.

A. Submittal Process. On or before the 15th day of each month after the construction phase has commenced, the Contractor shall submit to the City an “Application for Payment” consisting of the Cost of the Work performed up to the end of the prior month, including the cost of material stored on the Site or at other locations approved by the City, along with a proportionate share of the Construction Fee. For the purpose of audit, prior to submission of the next Application for Payment, the Contractor shall make available at the request of the City a statement accounting for the disbursement of funds received under the previous Application. The form and extent of such statement shall be as agreed upon between the City and Contractor.

B. City’s Payment. Within seven Days after approval of each monthly Application for Payment, the City shall pay directly to the Contractor the appropriate amount for which Application for Payment is made, less amounts (1) previously paid by the City, (2) sufficient to pay expenses the City reasonably expects to incur in correcting deficiencies that are set forth in writing and provided to the Contractor and (3) any retainage as set forth in Section 9.2 below.

C. No Liens. The Contractor warrants and guarantees that the title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the City upon receipt of such payment by the Contractor free and clear of all liens, claims, security interests or encumbrances.

D. Non-Conforming Work. The City’s progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed as acceptance of any Work not conforming to the requirements of this Agreement or the Contract Documents.

E. Unfinished Items. Upon Substantial Completion of the Work, the City shall pay the Contractor the unpaid balance of the Cost of the Work, General Conditions Costs and the Construction Fee, less a sum equal to the Contractor’s estimated cost of completing any unfinished items as agreed to between the City and the Contractor as to extent and time for completion. The City thereafter shall pay the Contractor monthly the amount retained for unfinished items as each item is completed.

9.2 Retainage.

A. Exceptions to Retainage Requirement. No retainage shall be withheld with respect to gross receipts tax and premiums for bonds and insurance.

B. Amount Retained. With respect to the Work, the City shall retain 10% of the amount of each estimate until Final Completion and acceptance of all material, equipment and work covered by the Contract Documents.

1. Any securities submitted by Contractor in lieu of retainage as may be allowed by law, shall be deposited in an escrow account by the City. The City shall be listed as payee or multiple payee with Contractor on all such securities.

2. When the Work is 50% completed, one-half of the amount retained including any securities substituted pursuant to Subsection 9.2(B)(1) shall be paid to the Contractor upon the Contractor's request, provided the Contractor is making satisfactory progress on the Work and there is no specific cause or claim requiring a greater amount to be retained. After the construction Work is 50% completed, no more than 5% of the amount of any subsequent progress payments made under the Contract Documents may be retained, provided the Contractor is making satisfactory progress on the Project. If, at any time, the City determines satisfactory progress is not being made, 10% retention shall be reinstated for all progress payments made under the Contract Documents after the determination.

9.3 Payment for On-site and Off-site Stored Materials. Payment shall be made on account of materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. Payment may similarly be made for materials and equipment suitably stored off the Site, conditioned upon the Contractor furnishing evidence to the Owner that (A) title to the materials and equipment will pass to the City upon payment therefore, (B) the materials and equipment are adequately insured and (C) such other matters as the City may reasonably request in order to protect its interests.

9.4 Title to Construction Work. The Contractor warrants that title to all Work covered by an Application for Payment shall pass to the City no later than the time of payment. The Contractor further warrants that, upon submittal of an Application for Payment, all Work for which Applications for Payment have been previously issued and payments received from the City shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.5 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset against any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset against any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

9.6 Final Payment.

A. Fully Completed Work. Final payment, consisting of the unpaid balance of (1) the Cost of the Work, (2) compensation for Pre-Construction Services and (3) the Construction Fee, shall be due and payable when the Work is fully completed and accepted by the City. Before issuance of final payment, the City may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied.

B. Waiver of Claims. In making final payment, the City waives all claims against the Contractor except for:

1. Outstanding liens.
2. Improper workmanship or defective materials.
3. Work not in conformance with the Contract Documents or work not completed.
4. Terms of any special warranties required by the Contract Documents.
5. Delivery to City of all warranties, operation and maintenance manuals, record drawings and other documents as required by the Contract Documents.
6. Right to audit Contractor records for a period of three years.
7. Claims previously made in writing that remain unsettled.

C. Acceptance as Waiver. Acceptance of final payment by the Contractor shall constitute a waiver of affirmative claims by the Contractor against the City, its employees, elected officials and agents, except those previously made in writing and identified as unsettled at the time of final payment.

9.7 Payments to Subcontractors.

A. The Contractor shall pay its Subcontractors or suppliers within seven Days of receipt of each progress payment from the City and as required by Arizona law. The Contractor shall pay for the amount of Work performed or materials supplied by each Subcontractor or Supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to the Contractor shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. The Contractor shall pay Subcontractors or suppliers the reduced retention within 14 Days of the payment of the reduction of the retention to the Contractor. No Contract between the Contractor and its Subcontractors and

suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein or by Arizona law.

B. Failure to Timely Pay. The Contractor agrees that if it fails to make payments in accordance with these provisions, the City may take any one or more of the following actions:

1. Hold the Contractor in default under this Agreement.
2. Withhold future payments, including retention, until proper payment has been made to Subcontractors or suppliers in accordance with these provisions.
3. Reject all future offers to perform work for the City from the Contractor for a period not to exceed one year from Substantial Completion date of this Project.
4. Terminate this Agreement.
5. Make a claim against the bonds required pursuant to Article 11.

C. No Waiver. Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

D. Inclusion in Subcontracts. The Contractor shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

9.8 Record Keeping and Finance Controls.

A. Retention Requirement. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and the Contractor shall be kept on a generally recognized accounting basis and shall be available for three years after Final Completion of the Project.

B. Audit Rights. The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the Contractor's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders.

C. Pricing Data Inaccuracies. The City reserves the right to decrease Contract Price and/or payments made on this Agreement, in an amount determined by the City in its sole discretion, if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data.

D. Inclusion in Subcontracts. The Contractor shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

E. City Remedies. The City reserves the right to decrease Contract Price and/or payments made under this Agreement, in an amount determined by the City in its sole discretion, if the above provision is not included in Subconsultant's and Subcontractor's contracts, and one or more Subconsultants and/or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

ARTICLE 10 INSURANCE AND INDEMNITY

10.1 Insurance Representations and Requirements.

A. General.

1. Insurer Qualifications. Without limiting any obligations or liabilities of the Contractor, the Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

2. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

3. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

4. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms

of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

5. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

6. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

7. Waiver. All policies, excluding Professional Liability but including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

8. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

9. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth below and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

10. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations

of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 Days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

i. Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

ii. Auto Liability – Under ISO Form CA 20 48 or equivalent.

iii. Excess Liability – Follow Form to underlying insurance.

b. Contractor's insurance shall be primary insurance with respect to performance of this Agreement.

c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

d. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Article.

B. Required Insurance Coverage.

1. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-

completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

2. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

3. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

4. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. Builder's Risk Insurance. Unless expressly waived by the City in a written amendment to this Agreement, the Contractor shall be responsible for purchasing and maintaining insurance to protect the Project from perils of physical loss. The insurance shall provide for the full cost of replacement for the entire Project at the time of any loss. The insurance shall include as named insureds the City, the Contractor, and the Contractor's Subcontractors and shall insure against loss from the perils of fire and all-risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief,

transit, flood, earthquake, testing, resulting loss arising from defective design, negligent workmanship or defective material. The Contractor shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

C. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 Days' prior written notice to the City.

10.2 Indemnity. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

ARTICLE 11 BONDS

11.1 Performance Bond. After the City and the Contractor have agreed to a GMP but prior to commencing the Construction Services attributable to such GMP, the Contractor shall be required to furnish the City with an irrevocable security binding the Contractor to provide faithful performance of the Agreement in the amount of 100% of the percentage of the GMP attributable to the Construction Services, payable to the City and shall not include the cost of any design services, preconstruction services, finance services, maintenance services, operations services or any other related services. Performance security shall be in the form of a performance bond, certified check or cashier's check. If the Contractor fails to execute the security document as required, the Contractor may be found in material default of this Agreement, permitting the City to terminate this Agreement for cause as set forth in Section 12 below. In case of default the City reserves all rights. All performance bonds shall be executed on the form attached hereto as Exhibit K, duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority issued by the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

11.2 Payment Bond. After the City and the Contractor have agreed to a GMP but prior to commencing the Construction Services attributable to such GMP, the Contractor shall be required to furnish the City with an irrevocable security for the protection of all claimants supplying labor or materials to the Contractor or any Subcontractor in the prosecution of the construction and not for the protection of persons providing any design services, preconstruction services, finance services, maintenance services, operations services or other related services related to the Agreement. Payment security shall be in the amount of 100% of the portion of the

GMP attributable to the Construction Services and be payable to the City. Payment security shall be in the form of a payment bond, certified check or cashier's check. If the Contractor fails to execute the security document as required, the Contractor may be found in material default of this Agreement, permitting the City to terminate this Agreement for cause as set forth in Section 12 below. All payment bonds shall be executed on a the form attached hereto as Exhibit L, duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority issued by the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

ARTICLE 12 TERMINATION AND SUSPENSION

12.1 Termination by the Contractor.

A. Procedure. Upon 30 Days' written notice to the City of one of the reasons set forth below, and if the City fails to cure or initiate reasonable action to cure within 30 Days of receipt of said notice, the Contractor may terminate this Agreement for any of the following:

1. If the Work has been stopped for a 60-Day period:
 - a. Under court order or order of other governmental authorities having jurisdiction; or
 - b. As a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Contractor, materials are not available.
2. If the Work is suspended by the City for more than 60 Days.
3. If the City materially delays the Contractor in the performance of the Work.
4. If the City otherwise materially breaches this Agreement.

B. Payment to Contractor. Upon termination by the Contractor in accordance with Subsection 12.1(A) above, the Contractor shall be entitled to recover from the City payment for all Work completed to the date of termination plus reasonable demobilization costs, subcontract and purchase order termination costs, reasonable overhead, extended general conditions and profit on the Work performed. The City may subtract reasonable estimates of costs for deficient work from the payments noted above.

12.2 Termination by the City for Cause.

A. Contractor Default. If the Contractor refuses or fails, except in cases for which extension of time is provided, to supply sufficient properly skilled staff or proper materials, or disregards laws, ordinances, rules, regulations, or orders of any public authority jurisdiction, or otherwise substantially violates or materially breaches any term or provision of this Agreement, and such nonperformance or violation continues without cure for 15 Days after the Contractor receives written notice of such nonperformance or violation from the City, then the City may, without prejudice to any right or remedy otherwise available to the City, terminate this Agreement.

B. Contractor Insolvency. Upon the appointment of a receiver for the Contractor, or if the Contractor makes a general assignment for the benefit of creditors, the City may terminate this Agreement, without prejudice to any right or remedy otherwise available to the City, upon giving three Days' written notice to the Contractor. If an order for relief is entered under the bankruptcy code with respect to the Contractor, the City may terminate this Agreement by giving three Days' written notice to the Contractor unless the Contractor or the trustee does all of the following:

1. Promptly cures all breaches within such three-Day period.
2. Provides adequate assurances of future performance.
3. Compensates the City for actual pecuniary loss resulting from such breach(es).
4. Assumes the obligations of the Contractor within the established time limits.

C. Failure to Agree on a GMP. If the City and the Contractor fail, after good faith efforts, to agree upon a GMP, this Agreement may be terminated upon 15 Days' notice from either Party to the other. In the event of a termination for failure to agree on a GMP, the Contractor's sole and exclusive right and remedy shall be to be paid for all Work performed and to receive equitable adjustment for all Work performed through the date of termination plus reasonable demobilization costs, subcontract and purchase order termination costs, reasonable overhead and profit on the Work performed. The Contractor shall not be entitled to be paid any amount as profit for unperformed Work or Services or consideration for the termination under this Subsection.

12.3 Termination by the City for Convenience. The City may, upon 30 Days' written notice to the Contractor, terminate this Agreement, in whole or in part, for the convenience of the City, without prejudice to any right or remedy otherwise available to the City. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected unless such notice directs otherwise. In the event of a termination for convenience of the City, the Contractor's sole and exclusive right and remedy shall be to be paid for all Work performed and to receive equitable adjustment for all Work performed through the date of termination plus reasonable demobilization costs, subcontract and purchase order termination costs, reasonable overhead and profit on the Work performed. The Contractor shall not be entitled to be paid any amount as profit for unperformed Work or Services or consideration for the termination of convenience by the City.

12.4 Set Off. Upon termination of this Agreement by the City, the City shall be entitled to furnish or have furnished the Services to be performed hereunder by the Contractor by whatever method the City may deem expedient. Also, in such case, the Contractor shall not be entitled to receive any further payment until completion of the Work and the total compensation to the Contractor under this Agreement shall be the amount that is equitable under the circumstances. If the City and the Contractor are unable to agree on the amount to be paid under the foregoing sentence, the City shall fix an amount, if any, that it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly. The Contractor may dispute the City's assessment of the termination amount by the method of dispute resolution under Article 13 of this Agreement.

12.5 Suspension by the City for Convenience.

A. Procedure. The City may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the City may determine to be appropriate for its convenience, but not in abrogation of the rights given Contractor in Section 12.1 above.

B. Adjustments to GMP and Schedule. Adjustments caused by suspension, delay or interruption shall be made for increases in the applicable GMP and/or the applicable Substantial Completion date. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

ARTICLE 13 DISPUTE RESOLUTION

13.1 Scope. Notwithstanding anything to the contrary provided elsewhere in the Contract Documents, except for Subsection 13.4 (G) below, the alternative dispute resolution ("ADR") process provided for herein shall be the exclusive means for resolution of claims or disputes arising under, relating to or touching upon the Agreement, the interpretation thereof or the performance or breach by any party thereto, including but not limited to original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to agreements containing this ADR provision.

13.2 Neutral Evaluator, Arbitrators. The City will select a Neutral Evaluator to serve as set forth in this ADR process. The City and Contractor shall each select an arbitrator to serve as set forth in this ADR process. Each arbitrator selected shall be a member of the State Bar of the State of Arizona and shall have experience in the field of construction law. None of the arbitrators nor any of the arbitrator's firms shall have presently, or in the past, represented any party to the arbitration.

13.3 Neutral Evaluation Process. If the Parties have been unable to resolve the disputes after discussions and partnering, the following neutral evaluation process shall be used to resolve any such dispute.

A. Notification of Dispute. The City shall notify the Neutral Evaluator in writing of the existence of a dispute within 10 Days of the City or the Contractor declaring need to commence the neutral evaluation process.

B. Non-Binding Informal Hearing. The Neutral Evaluator shall schedule a non-binding informal hearing of the matter to be held within seven Days from receipt of notification of the existence of a dispute. The Neutral Evaluator may conduct the hearing in such manner as he deems appropriate and shall notify each party of the hearing and of its opportunity to present evidence it believes will resolve the dispute. Each party to the dispute shall be notified by the Neutral Evaluator that it shall submit a written outline of the issues and evidence intended to be introduced at the hearing and the proposed resolution of the dispute to the Neutral Evaluator before the hearing commences. Arbitrators shall not participate in such informal hearing or proceedings process. The Neutral Evaluator is not bound by the rules of evidence when admitting evidence in the hearing and may limit the length of the hearing, the number of witnesses or any evidence introduced to the extent deemed relevant and efficient.

C. Non-Binding Decision. The Neutral Evaluator shall render a non-binding written decision as soon as possible, but not later than five Days after the hearing.

13.4 Binding Arbitration Procedure. The following binding arbitration procedure, except as provided in Subsection 13.4(G) below, shall serve as the exclusive method to resolve a dispute if any party chooses not to accept the decision of the Neutral Evaluator. The party requesting binding arbitration shall notify the Neutral Evaluator in writing within three Days of receipt of the Neutral Evaluator's decision of a request for arbitration. If the Contractor requests arbitration it shall post a cash bond with the Neutral Evaluator in an amount agreed upon by the Parties or, in the event of no agreement, the Neutral Evaluator shall establish the amount of the cash bond to defray the cost of the arbitration as set forth in Subsection 13.4(M) and the proceeds from the bond shall be allocated in accordance with Subsection 13.4(M) by the Arbitration Panel.

A. Arbitration Panel. The Arbitration Panel shall consist of three arbitrators: the City's appointed arbitrator, the Contractor's appointed arbitrator and a third arbitrator (or "Neutral Arbitrator") who shall be selected by the Parties' arbitrators as set forth in Subsection 13.4(B) below. If one or more Subcontractor(s) is (are) involved in a dispute, the Subcontractors shall agree on an appointee to serve as arbitrator on behalf of all such Subcontractors. The Neutral Evaluator shall not participate in the proceedings.

B. Selection of Neutral Arbitrator. The Parties' arbitrators shall choose the Neutral Arbitrator within five Days of receipt of notification of a dispute from the Neutral Evaluator. The Neutral Arbitrator shall have the same qualifications as those of the arbitrators set forth in Section 13.2 above. In the event that the selected arbitrators cannot agree on the Neutral Arbitrator as set forth above, the Neutral Arbitrator shall be the "Default Neutral Arbitrator." The Default Neutral Arbitrator shall be selected as follows: the City and the Contractor shall each submit two names to the presiding judge of the Maricopa County Superior Court, who shall select one person to serve as the Default Neutral Arbitrator.

C. Expedited Hearing. The Parties have structured this procedure with the goal of providing for the prompt, efficient and final resolution of all disputes falling within the purview

of this ADR process. To that end, any Party can petition the Neutral Evaluator to set an expedited hearing. If the Neutral Evaluator determines that the circumstances justify it, the Neutral Evaluator shall contact the selected Arbitration Panel and arrange for scheduling of the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical but in no event later than 20 Days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the Parties to the dispute, or by decision of the Arbitration Panel upon a showing of emergency circumstances.

D. Procedure. The Arbitration Panel will select a chairman and will conduct the hearing in such a manner that will resolve disputes in a prompt, cost-effective manner giving regard to the rights of all parties. Each Party shall supply to the Arbitration Panel a written pre-hearing statement which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitration Panel shall review and consider the Neutral Evaluator decision. The chairman shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with deadlines provided herein, and the Parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of any materials or information for which a privilege is recognized by Arizona law. The chairman, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any Party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to confirm such orders of the chairman.

E. Hearing Days. In order to effectuate Parties' goals, the hearing once commenced, will proceed from Day to Day until concluded, absent a showing of emergency circumstances.

F. Award. The Arbitration Panel shall, within 10 Days from the conclusion of any hearing, by majority vote issue its award. The award shall include an allocation of fees and costs pursuant to Subsection 13.4(M) below. The award is to be rendered in accordance with this Agreement and the laws of the State of Arizona.

G. Scope of Award. The Arbitration Panel shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitration Panel shall be without any authority to issue an award against any individual Party in excess of 20% of the original Agreement amount, but in no event shall any award exceed \$2,000,000, exclusive of interest, arbitration fees, costs and attorneys' fees. If an award is made against any individual Party in excess of \$100,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and a statement as to how damages were calculated. Any claim in excess of 20% of the original Agreement amount or in excess \$2,000,000 shall be subject to the jurisdiction of the Superior Court of Arizona, Maricopa County. Any Party may contest the validity of the amount claimed if an action is filed in the Superior Court.

H. Jurisdiction. The Arbitration Panel shall not be bound for jurisdictional purposes by the amount asserted in any Party's claim, but shall conduct a preliminary hearing into

the question of jurisdiction upon application of any Party at the earliest convenient time, but not later than the commencement of the arbitration hearing.

I. Entry of Judgment. Any Party can make application to the Maricopa County Superior Court for confirmation of an award, and for entry of judgment on it.

J. Severance and Joinder. To reduce the possibility of inconsistent adjudications, the Neutral Evaluator or the Arbitration Panel, may: (1) at the request of any Party, join and/or sever Parties, and/or claims arising under other contracts containing this ADR provision and (2) the Neutral Evaluator, on his own authority, or the Arbitration Panel may, on its own authority, join or sever Parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the Parties' goal of the prompt and efficient resolution of disputes; provided, however, that the Contractor, the Project Designers and other Project professionals shall not be joined as a Party to any claim made by a Subcontractor. Nothing herein shall create the right by any Party to assert claims against another Party not germane to the Agreement or not recognized under the substantive law applicable to the dispute. Neither the Neutral Evaluator nor the Arbitration Panel is authorized to join to the proceeding Parties not in privity with the City. The Contractor cannot be joined to any pending arbitration proceeding, without the Contractor's express written consent, unless the Contractor is given the opportunity to participate in the selection of the non-City appointed arbitrator.

K. Appeal. Any party may appeal (1) errors of law by the Arbitration Panel if, but only if, the errors arise in an award in excess of \$100,000, (2) the exercise by the chairman or Arbitration Panel of any powers contrary to or inconsistent with this Agreement or (3) on the basis of any of the grounds provided in ARIZ. REV. STAT. § 12-1512. Appeals shall be to the Maricopa County Superior Court within 15 Days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this Section, but not to conduct a trial, entertain the introduction of new evidence or conduct a hearing *de novo*.

L. Uniform Arbitration Act. Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as codified in Arizona in ARIZ. REV. STAT. § 12-1501, *et seq.*

M. Fees and Costs. Each Party shall bear its own fees and costs in connection with any informal hearing before the Neutral Evaluator. All fees and costs associated with any arbitration before the Arbitration Panel, including without limitation the Arbitration Panelists' fees, and the prevailing Party's reasonable attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing Party, except as provided for herein. In no event shall any Arbitrator's hourly fees be awarded in an amount in excess of \$200 per hour and (1) costs shall not include any travel expenses in excess of mileage at the rate paid by the City, not to exceed a one way trip of 150 miles, and (2) all travel expenses, including meals, shall be reimbursed pursuant to the travel policy of the City in effect at the time of the hearing. The determination of prevailing and non-prevailing Parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitration Panel. Fees for the Neutral Evaluator shall be paid by the City.

N. Confidentiality. Any proceeding initiated under ADR shall be deemed confidential to the maximum extent allowed by Arizona law and no Party shall, except for disclosures to a Party's attorneys or accountants, make any disclosure related to the disputed matter or to the outcome of any proceeding except to the extent required by law, or to seek interim equitable relief, or to enforce an agreement reached by the Parties or an award made hereunder.

O. Equitable Litigation. Notwithstanding any other provision of ADR to the contrary, any Party can petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a Party or to the Project pending resolution of a dispute pursuant to ADR provided herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order entered by the Arbitration Panel. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.

P. Change Order. Any award in favor of the Contractor against the City or in favor of the City against the Contractor shall be reduced to a Change Order amendment to this Agreement and executed by the Parties in accordance with the award and the provisions of this Agreement.

Q. Merger and Bar. Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of the Agreement performance period which reasonably should have or could have been brought against any Party that was or could have been brought into this ADR process, with respect to the subject claim. The Arbitration Panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any Party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error, or omission.

R. Inclusion in Other Contracts. The Contractor shall cooperate with the City in efforts to include this ADR provision in all other Project subcontracts. The Contractor agrees that any modification to this ADR provision that is included in the construction or other subcontracts shall also apply to the Contractor. It is the intent of the Parties that any changes to this ADR provision in later contracts will be evolutionary and designed to incorporate the terms of this ADR provision without material changes to the substance or procedure of this ADR provision.

ARTICLE 14 ADDITIONAL PROVISIONS

14.1 Confidentiality. The Contractor shall not disclose or permit the disclosure of any confidential information except to its agents, employees and Subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement.

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

securing loans without approval of the City. Nothing contained in this Section shall prevent the Contractor from employing such consultants, associates or Subcontractors as the Contractor may deem appropriate to assist in performance of the Services hereunder.

14.3 Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Nothing contained in this Agreement is intended to benefit any third party. Subcontractors, if any, and the Project Designers are not intended third-party beneficiaries of this Agreement.

14.4 Severability. If any provision of this Agreement is held as a matter of law to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be enforceable without such provision.

14.5 Meaning of Terms. References made in the singular shall include the plural and the masculine shall include the feminine or neuter.

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

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Charles A. Montoya, City Manager
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With copies to:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Tiffany Copp, RFQ Administrator Attn: Michael Wawro, City Attorney
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If to Contractor:	Haydon Building Corp. 4640 East Cotton Gin Loop Phoenix, Arizona 85040 Attn: Mark Eklund
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or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above

governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.7 Governing Law. This Agreement shall be governed by the laws of the State of Arizona and venue shall be in Maricopa County.

14.8 No Waiver of Performance. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition right with respect to further performance.

14.9 Headings. The headings given to any of the provisions of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.10 Asbestos Free Materials. The Project is to be constructed by the Contractor with asbestos free materials. A written, notarized statement on company letterhead shall be submitted to the City by the Contractor with the final payment request certifying that the Contractor has incorporated no asbestos material into the Project. Final payment shall be withheld until such statement is submitted. The Contractor shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract Documents, the Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the City notwithstanding any statute of limitations or other legal bar to any claim by the City.

14.11 Cancellation. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

14.12 Survival of Representations and Warranties. Notwithstanding any other provision of this Agreement, the representations, warranties and covenants herein shall survive termination of this Agreement.

14.13 Endangered Hardwoods Prohibited. Contractor shall ensure that products containing endangered wood species shall not be utilized in the construction of the Project unless exempted pursuant to ARIZ. REV. STAT. § 34-201(J), as amended.

14.14 Records and Audit Rights. Contractor's and its Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its Subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its Subcontractors are complying with the warranty under Subsection 14.15 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B)

evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in Subsection 14.15 below. To the extent necessary for the City to audit Records as set forth in this Subsection, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its Subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Subsection. The City shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this Subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.15 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its Subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

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

14.17 Independent Contractor. The Contractor is and will be an independent contractor and whatever measure of control the City exercises over the work or deliverable pursuant to the Contract will be as to the results of the work only. No provision in this Agreement will give or be construed to give the City the right to direct the Contractor as to the details of accomplishing the work or deliverable. These results will comply with all applicable laws and ordinances.

14.18 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then-current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City Council elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City Council shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this Section.

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

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

Date

ATTEST:

Marcella Carrillo, City Clerk

Date

“Contractor”

HAYDON BUILDING CORP.,
a(n) Arizona corporation

By: _____

Name: Mark D Eklund

Title: VP

Date: 8/29/19

EXHIBIT A
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORP.

[Construction Documents]

See following pages.

EXHIBIT B
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORP.

[Amendments]

See following pages.

EXHIBIT C
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORP.

[GMP Proposals]

See following pages.

EXHIBIT D
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORP.

[Master Schedule]

See following pages.

EXHIBIT E
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORP.

[The City's RFQ]

See following pages.

**REQUEST FOR
STATEMENTS OF QUALIFICATIONS**

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	EN19-186
Solicitation Title:	Historic Avondale Phase 1 Improvements Design/Build
CIP Project Number:	ST1500, WA1501, SW1502
Release Date:	June 05, 2019
NON-MANDATORY Pre-Submittal Conference:	June 13, 2019 09:00 a.m. (local time, Phoenix, Arizona) Avondale Civic Center Mojave Conference Room 11465 West Civic Center Drive Avondale, Arizona 85323
Final Date for Inquiries:	June 17, 2019
SOQ Due Date and Time:	June 26, 2019 5:00 p.m. (local time, Phoenix, Arizona)
Letters to Final Listed Firms:	July 10, 2019 (anticipated)
Oral Interviews (if necessary):	July 16, 2019 (morning)
Target City Council Award Date:	August 12, 2019
Anticipated Agreement Start Date:	August 19, 2019
RFQ Administrator:	Tiffany Copp tcopp@avondaleaz.gov 623-333-4213

* If a Vendor cannot be selected based solely on SOQ submitted, oral interviews may be conducted at the City's sole discretion.

** The City of Avondale reserves the right to amend the solicitation schedule as necessary.

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PART I. RFQ PROCESS; AWARD OF AGREEMENT

1.1 Purpose; Scope of Work. The City of Avondale (the “City”) is issuing this Request For Qualifications (this “RFQ”) seeking statements of qualifications (“SOQ”) from qualified, licensed firms (“Vendors”) interested in providing professional design/build services for the Historic Avondale Phase 1 Improvements Project (the “Services”), as more particularly described in the attached Scope of Work. In accordance with the City’s Procurement Code, the City will accept sealed SOQ for the Services specified in the Scope of Work, attached hereto as Exhibit A.

1.2 Preparation/Submission of SOQ. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

A. Irregular or Non-responsive SOQ. The City may consider as “irregular” or “non-responsive” and reject any SOQ not prepared and submitted in accordance with this RFQ, or any SOQ lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions may be cause for rejection. An SOQ may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City, any of the following are true:

- (1) Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Service.
- (2) Vendor has a past record of failing to fully perform or fulfill contractual obligations.
- (3) Vendor cannot demonstrate financial stability.
- (4) Vendor’s SOQ contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the SOQ.

B. Submittal Quantities. Interested Vendors must submit **one hardcopy original** and **one PDF copy** of the SOQ on a CD-ROM or similar electronic storage device. The PDF file must be one file. Failure to adhere to the submittal quantity criteria shall result in the Proposal being determined non-responsive.

C. Required Submittal. The SOQ shall be a maximum of **12** pages to address the SOQ criteria (excluding cover letter, resumes and the Vendor Information Form, but including the materials necessary to address Project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2” x 11”) with criteria information shall be counted. However, one page may be substituted with an 11” x 17” sheet of paper, folded to 8 1/2” x 11”, showing a proposed Project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or SOQ criteria responses. Vendors are encouraged to utilized recyclable materials and endeavor to be

considerate of the environment in preparation of the SOQ. The minimum allowable font for the SOQ is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria and shall result in the SOQ being determined non-responsive. Each SOQ shall be submitted with the following documents:

- (1) Cover letter with an **original ink signature** by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor may be determined non-responsive.
- (2) Vendor Information Form, with **original ink signature**.
- (3) References.
- (4) Project Schedule.
- (5) Resumes, Licenses and Certifications (if any).
- (6) Acknowledgment page, with an **original ink signature**, for any Addendum received.

D. Vendor Responsibilities. All Vendors shall (1) examine the entire RFQ, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting an SOQ and (4) submit the entire SOQ by the official SOQ Due Date and Time. A late SOQ will not be accepted. A Vendor submitting a late SOQ shall be so notified. Negligence in preparing an SOQ shall not be good cause for withdrawal after the SOQ Due Date and Time.

E. Sealed Submittals. All SOQ shall be sealed and clearly marked with the SOQ number and abbreviated title, **(EN 19-186) Historic Avondale Phase 1**, on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed SOQ. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any SOQ not properly addressed or identified.

F. Address. All SOQ shall be directed to the following address: Tiffany Copp c/o City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323. Proposals must be received in the City Clerk's office by the SOQ Due Date and Time indicated on the cover page of this RFQ. Telegraphic (facsimile), electronic (e-mail) or mailgram SOQ will not be considered.

G. Amendment/Withdrawal of SOQ. At any time prior to the specified SOQ Due Date and Time, a Vendor (or designated representative) may amend or withdraw its SOQ. Any erasures, interlineations, or other modifications in the SOQ shall be initialed in **original ink** by the authorized person signing the SOQ. Facsimile, electronic (e-mail) or mailgram SOQ amendments or withdrawals will not be considered. No SOQ shall be altered, amended or withdrawn after the specified SOQ Due Date and Time.

1.3 Cost of SOQ Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. A SOQ submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the City and will not be returned.

1.4 Inquiries.

A. Written/Verbal Inquiries. Any question related to the RFQ shall be directed to the RFQ Administrator whose name appears on the cover page of this RFQ. Questions shall be submitted in writing, via e-mail or hard copy, by the close of business on the Final Date for Inquiries indicated on the cover page of this RFQ. Any inquiries related to this RFQ shall refer to the title and number, page and paragraph. However, the Respondent should not place the RFQ number and title on the outside of any envelope containing questions, because such an envelope may be identified as a Submittal and may not be opened until after the RFQ Deadline. Any Vendor found to be communicating with any member of City staff about this solicitation shall be prohibited from submitting a SOQ, or if a SOQ is received, such SOQ shall be deemed non-responsive.

B. Inquiries Answered. All inquiries must be directed to the RFQ Administrator. Verbal telephone inquiries **will not be answered** and Vendors attempting to do so will be directed to submit written inquiries. The RFQ Administrator shall provide a compilation of all questions received in writing with official answers that will be made available on the City's website at <https://www.avondaleaz.gov/procurement>. The RFQ Administrator shall endeavor to post the compilation not later than five days after the inquiry deadline.

C. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFQ. If the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's SOQ non-responsive. Vendors are strongly encouraged to attend the Pre-Submittal Conference, even if designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFQ in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFQ or any apparent omission or discrepancy should be presented to the City at this conference. The City may issue a written amendment or addendum to this RFQ. Oral statements or instructions are provided for informational purposes only and do not become a part of this RFQ. Any change to the RFQ shall be made in the form of an addendum.

1.5 Addenda. Any addendum issued as a result of any change in this RFQ shall become part of the RFQ and must be acknowledged in the SOQ submittal. Failure to indicate receipt of the addendum may result in the SOQ being rejected as non-responsive. It shall be the Vendor's responsibility to check for addenda issued to this RFQ. Any addendum issued by the City with respect to this RFQ will be available on the City of Avondale procurement website at:

www.avondaleaz.gov/procurement

1.6 Public Record. All SOQ shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

1.7 Confidential Information. If a Vendor believes that a SOQ or protest contains information that should be withheld from the public record, a statement advising the RFQ Administrator of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor as confidential shall not be disclosed until the City Manager, or authorized designee, makes a written determination. The City Manager or authorized designee shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the RFQ Administrator shall inform the Vendor in writing of such determination.

1.8 Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Vendor Registration Packet on file with the City Finance and Budget Department. The Vendor shall provide licensure information with the SOQ. Corporations and limited liability companies shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.9 Certification. By submitting an SOQ, the Vendor certifies:

A. No Collusion. The submission of the SOQ did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted SOQ. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All inquiries must be addressed to the City's RFQ Administrator. Any attempt to influence the selection process by any means shall void the submitted SOQ and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the SOQ and the Vendor Information Form is genuine, and the person signing has the authority to bind the Vendor. Failure to sign the cover letter and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted SOQ and any resulting Agreement.

F. Design-Build Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Design-Build Agreement and agrees to be bound by its terms.

1.10 Award of Agreement.

A. Evaluation; Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule on the cover page of this RFQ. The Selection Committee will create a final ranking of the Vendors based upon its evaluation of (1) the SOQ, (2) information provided by references and (3) criteria outlined in this RFQ. The Selection Committee may select up to three finalists that will be invited for oral interviews with the Selection Committee. The City will conduct the oral interviews with the selected Vendors and upon completion of the final tabulation of points for scored components, will create a final list, in order of preference, of the three most qualified Vendors. The RFQ Administrator will enter negotiations with the highest scoring Vendor from the final list.

B. Form of Agreement. The selected Vendor will be required to execute the City's standard Design-Build Agreement in a form acceptable to the City Attorney. A sample of the Design-Build Agreement is included with this RFQ. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

C. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all SOQ or portions thereof and (3) cancel or reissue an RFQ.

D. Protests. Any Vendor may protest this RFQ, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

1.11 Offer. An SOQ submittal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFQ and the Vendor's responsive SOQ, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a Design-Build Agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Design-Build Agreement is included herein.

PART II. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

2.1 Evaluation Process. Each submittal will be reviewed for compliance with the submittal requirements and scored by the Selection Committee. The Selection Committee shall determine if the selection can be made on the basis of the written materials only, or if oral interviews are necessary with up to three of the highest ranked Vendors based upon the SOQ submittal scoring.

2.2 Proposal Format and Scoring. The SOQ shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the SOQ is non-responsive. Additionally, the Selection Committee will evaluate and award points to each SOQ based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criterion and not the minimum number that the Selection Committee may award.

A. General Information - 10 pts.

(1) One-page cover letter as described in Subsection 1.2(C) (Required Submittal).

(2) Provide Vendor identification information. Explain the Vendor's legal organization including the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the SOQ.

(3) Identify the location of the Vendor's principal office and the local work office, if different from the principal office. Include any documentation that supports the Vendor's authority to provide services in Arizona.

(4) Provide a general description of the Vendor that is proposing to provide the Services, including years in business.

(5) Identify any contract or subcontract held by the Vendor or officers of the Vendor that has been terminated within the last five years. Briefly describe the circumstances and the outcome.

SECTION A

(6) Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

(7) Provide the Arizona professional and contractor license numbers held by the Vendor and the key personnel who will be assigned to this Project; indicating if the individual or the firm holds the license.

(8) Vendor Information Form, with an **original ink signature** (may be attached as separate appendix).

(9) Vendors selected as finalists for this Project will be required to provide a statement from a surety company licensed to do business in Arizona with an A.M. Best rating of not less than A- to verify the Vendor's bonding capacity.

B. Experience and Qualifications - 20 pts.

(1) Vendor must demonstrate successful completion of at least three similar design/build projects. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this project in size, nature and scope. Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information:

- (a) Project description,
- (b) Name of company or organization.
- (b) Contact name, address, phone number and email for the project owner.
- (c) The roles of each team member on the project.
- (d) The project's contracted and final construction cost.
- (e) The project's original anticipated completion date and actual completion date.

These references will be checked, and it is Vendor's responsibility to ensure that all information is accurate and current. Vendor authorizes the City's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the City to verify references may result in the SOQ being considered non-responsive.

(2) List all Arizona projects, whether completed, ongoing, or selected but not yet under contract, where the Vendor/team provided services in a design/build project, construction manager at risk, or general construction services in the last three years.

(3) The City's representative may conduct any investigation deemed necessary to determine the Vendor's ability to perform the project. Vendors may be

SECTION A

requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

C. Key Design Positions - 20 pts.

(1) Provide an organizational chart identifying each key personnel member that will render services to the City including title and relevant experience required, including the proposed project manager and project staff.

(2) Identify the home office location of key personnel, length of time with the firm, and the percent of work to be completed locally,

(3) If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

(4) Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this Project. Résumés should be attached together as a single appendix at the end of the SOQ and will not count toward the SOQ page limit. However, each resume shall not exceed two pages in length.

D. Project Approach - 40 pts.

(1) Discuss your understanding of the project, identify any major issues and how to address those, and describe the Vendor's approach to performing the required Services in the Scope of Work described in the Scope of Work, including the following processes:

- (a) Designing,
- (b) Planning.
- (c) Estimating.
- (d) Scheduling.
- (e) Cost controls.
- (f) Project management and team organization.
- (g) Bid package management.
- (h) Management of overhead costs.
- (i) Management of subcontractors.
- (j) Quality control.
- (k) Safety.
- (l) Dispute resolution.

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

E. Project Schedule - 10 pts.

Provide a project schedule showing key project milestones and deliverables. The schedule shall demonstrate Vendor's ability to meet the designated milestones as listed below. Assumptions used in developing the schedule shall be identified and at a minimum the proposed schedule shall include the following dates:

- (1) Anticipated Contract Award Date: August 12, 2019
- (2) Design Notice to Proceed Date: August 19, 2019
- (3) Proposed Kick-Off Meeting:
- (4) Design at 30%, 60%, 90% and Final:
- (5) Construction Coordination:
- (6) Proposed Design Completion:
- (7) Construction Notice to Proceed
- (8) Proposed Construction Completion:

Total Possible Points for SOQ Submittal:	100
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PART III. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the SOQ submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFQ and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews.

Oral Interview

- | | |
|------------|---|
| 10 | Experience and Qualifications of the Vendor |
| 40 | Key Positions |
| <u>50</u> | Project Approach |
| 100 | Total Possible Points for Oral Interview |

Total Points Possible for this RFQ (if interviews conducted):	200
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SECTION A

CITY OF AVONDALE
DEVELOPMENT AND ENGINEERING SERVICES DEAPRTMENT
EN19-186

PART IV. VENDOR INFORMATION FORM

By submitting a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Design-Build Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

VENDOR SUBMITTING SOQ

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

E-MAIL ADDRESS: _____

ARIZONA CORPORATION COMMISSION FILE NO. _____

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- _____ Small Business Enterprise (SBE)
- _____ Minority Business Enterprise (MBE)
- _____ Disadvantaged Business Enterprise (DBE)
- _____ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

EXHIBIT A
TO
REQUEST FOR STATEMENTS OF QUALIFICATIONS
FOR
HISTORIC AVONDALE PHASE 1 IMPROVEMENTS DESIGN/BUILD

[Scope of Work]

See following pages.

SCOPE OF WORK

Historic Avondale Phase I Improvements EN19-186

1. Introduction. Consultant will work with the City Staff to design and construct infrastructure improvements within the Historic Avondale Phase I project area, located along South 3rd Avenue between Western Avenue and its southerly terminus, and along West Holly Lane, West Aragon Lane, West Ely Lane and West Rhodes Avenue between South 3rd Avenue and Central Avenue in Avondale Arizona.
2. Background This project is the first in a 6-phase, multi-year program intended to address the reconstruction of roads and upgrades to water and sewer facilities in the following neighborhoods: Historic Avondale, Cashion and Las Ligas. Each of these neighborhood projects will include the removal and replacement of asphalt pavement, the installation of sidewalk, ramp and driveway improvements as necessary to conform to ADA guidelines, the relocation of existing utility poles in conflict with sidewalk and the upgrade of water and sewer facilities.
3. Scope of Work. The project scope shall include the design, preconstruction services, general conditions, construction and construction administration services related to the following:
 - 3.1 Right of Way Improvements.
 - A. Design and construction of waterline, roadway and streetlight improvements within the project area.
 - B. The preparation of a drainage report/ memorandum, legal descriptions and exhibits for right-of-way acquisition (if needed), final construction documents and construction administration services.
 - C. Consultant will obtain new topographic mapping and conduct geotechnical analysis to support the preparation of the construction documents.
 - D. The design will include new waterlines, roadway, relocation of utilities (as needed), streetlighting (as needed) and right-of-way.
 - E. Consultant will coordinate with the City and other stakeholders, including utility companies and property owners.
 - 3.2 Project Management and Coordination.
 - A. Lead project coordination meetings, stakeholder meetings, public meetings, presentations to the City Council, and participate in a Value Analysis session.
 - B. Attend and prepare meeting minutes.

- C. Prepare schedule for design tasks, including due dates for submittals (plans and reports).
- D. Include a summary of tasks performed on monthly invoices
- E. Provide support for permits and applications, as needed including, APS design and relocation, and other utility conflicts.

3.3 Survey.

- A. Prepare a ground control survey.
- B. Conduct a field survey to obtain topography.
- C. Locate and plot existing utilities based on field survey and record information.
- D. Review title reports and record information and prepare a base map with record right-of-way and parcel lines tied to the ground control survey.
- E. Prepare proposed right-of-way line work, exhibits, maps and legal description for right-of-way acquisition including fee, permanent easements, and temporary construction easements.

3.4 Geotechnical.

- A. Conduct field testing within the project limits.
- B. Perform analysis of test samples.
- C. Prepare a draft and final report of test results.
- D. Recommend design parameters for design of structures, pavement, erosion control and other required elements.

3.5 Right-of-Way Documents.

- A. Review title reports and record information.
- B. Prepare rights-of-entry documents for testing and survey locations.
- C. Prepare exhibits illustrating project improvements and right-of-way (permanent and temporary) requirements based on construction design.
- D. Prepare maps and legal descriptions for acquisition of right-of-way (if necessary).

3.6 Environmental. Provide reports (if needed):

- A. Phase I Environmental Report for new right-of-way areas (if needed).

3.7 Utility Coordination.

- A. Coordinate with each utility company.

- B. Identify conflicts and resolutions
- C. Obtain Clearance letters

3.8 Construction Documents.

- A. Plans shall include:
 - 1. General construction notes and details.
 - 2. Geometric control.
 - 3. Bid quantities itemized by sheet.
 - 4. Typical sections and special details.
 - 5. Plan and profile.
 - 6. Grading and drainage.
 - 7. Intersection grading design.
 - 8. Storm water Pollution Prevention Plans (SWPPP).
 - 9. Traffic control (major detours).
 - 10. Water, sewer and other utility relocations by contractor or by others.
 - 11. Review comments for each milestone shall be resolved and incorporated into the subsequent submittal.
- B. Provide project specifications and Guaranteed Maximum Price:
 - 1. Bid tabulation.
 - 2. Supplementary general conditions and special provision coordinated with the site plans.
 - 3. Provide Guaranteed Maximum Price of construction.

3.9 Post-Design Construction Administration Services.

- A. Prior to construction, obtain all required permits.
- B. During construction, attend construction site meeting as requested by the construction manager and/or the City.
- C. Provide quality assurance field surveys.
- D. Provide geotechnical services for materials testing.
- E. Prepare revised sheets for changes in design due to field conditions or owner request.
- F. Prepare as-built plans.

- G. Provide direction and design regarding phasing of the project to keep the project within budget.

END SCOPE OF WORK.

EXHIBIT F
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORP.

[Contractor's Response to the RFQ]

See following pages.



STATEMENT OF
QUALIFICATIONS
**HISTORIC
AVONDALE
PHASE 1
IMPROVEMENTS
DESIGN/BUILD**



ORIGINAL

Solicitation Number: EN19-186
CIP Project Number: ST1500,
WA1501, SW1502

A GENERAL INFORMATION

1 | COVER LETTER

July 2, 2019

City of Avondale
Tiffany Copp
c/o City Clerk
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323



HAYDON

Kimley»Horn

Re: Solicitation Number EN19-186, Request for Statements of Qualifications, Historic Avondale Phase 1 Improvements Design/Build

Dear Ms. Copp,

On behalf of Haydon Building Corp (Haydon) and Kimley-Horn and Associates, Inc. (Kimley-Horn), we would like to thank you for the opportunity to submit our response to your Request for Qualifications. We are eager to continue our relationship with the City of Avondale and become a member of this project team. Your Historic Avondale Phase 1 Improvements project is an excellent fit for the Haydon / Kimley-Horn team we have proposed.

Experience with Design/Build and CMAR Projects: Haydon has provided pre-construction and construction services for over 220 Alternative Project Delivery Method (APDM) projects with similar scopes, and Kimley-Horn has provided design services for over 200 APDM projects with roadway, wet utilities, and ADA upgrade components over the last five years. Our collective experience in the APDM environment has made us leaders in adding value by solving our clients most difficult challenges.

Experience Working as a Team: One of the key elements of a good Design/Build team is their ability to work together and to be a cohesive, productive project team. Haydon and Kimley-Horn have that key experience working together. As a team, we have successfully completed 15 projects together, including the recent / similar Gilbert Road Improvements project for the Town of Gilbert. Haydon and Kimley-Horn are also currently working together on the Glendale Avenue Roadway improvements project for the City of Glendale and the Town of Gilbert's Lindsay Road Utility improvements Project.

Self-Performed Civil Construction Experience: The Haydon / Kimley-Horn team offers an unparalleled portfolio of APDM improvement projects, which showcases the leadership experience of the team members we have proposed for your project. Our Heavy Civil Division performs approximately 75% of all horizontal construction work, with the ability and experience to self-perform the following services: demolition, removals, waterlines, gravity sewer lines, sewer force mains, storm drain systems, sewer lift stations, earthwork, grading, paving, concrete channel lining, concrete structures, structural concrete repairs, concrete flatwork, and landscaping.

We appreciate your time and consideration. For further information about this Statement of Qualifications, please contact me at (602) 296-1496 or via e-mail at meklund@haydonbc.com. Upon request, Haydon can provide a Certificate of Good Standing from the Arizona Corporation Commission. Haydon's Vendor License Information can be found on **page 1** of this submittal. We acknowledge receipt of all amendments and notifications for this project.

Sincerely,

HAYDON BUILDING CORP

Mark Eklund, Vice President (Authorized to Bind)

2. VENDOR IDENTIFICATION INFORMATION

Legal Organization: Haydon Building Corp (Haydon) has operated from Phoenix as an “S” Corporation since its inception in 1991. Haydon’s senior management team is comprised of its four principals of the company, who play an active role in the company’s day-to-day operations.

Address: 4640 E. Cotton Gin Loop
Phoenix, AZ 85040

Identification Number:

- 86-0782387 (Federal Tax ID Number)
- 07-495029W (Arizona Tax ID Number)

Legal Form of Vendor: Corporation

Joint Venture: Not applicable

Limited Liability Company: Not applicable

Wholly Owned Subsidiary: Not applicable

Nonprofit Corporation: Not applicable

Point of Contact: Mark Eklund, Vice President
4640 E. Cotton Gin Loop, Phoenix, AZ 85040; (602) 296-1496

3. OFFICE LOCATION

Haydon’s principal office and the home office location of key staff is located at 4640 E. Cotton Gin Loop, Phoenix, AZ 85040.

100% of the work will be done locally. Haydon is a State of Arizona Licensed Contractor - as documentation of our authority to provide services in Arizona, please see the **chart to the right** (Question 7) for a list of our license numbers. Hard copies of these licenses can be provided upon request, as well as a Certificate of Good Standing from the Arizona Corporation Commission.

4. GENERAL DESCRIPTION

Haydon Building Corp provides Design/Build, Construction Management at Risk (CMAR), and General Contracting services. We are unique in that we are a General Building Contractor for vertical construction as well as a Civil Construction Contractor with the ability to self-perform horizontal work. Our team also includes Earthscapes, a Haydon wholly-owned subsidiary, which can provide expertise in all facets of turf management and landscape elements. Haydon has been in business for 26 years.

We are pleased to partner with **Kimley-Horn** for this exciting project. Established in 1967, Kimley-Horn is an employee-owned corporation offering comprehensive and innovative engineering, design, and environmental consulting services to clients in Arizona, throughout the West, and across the nation. Our local resources include transportation planners, transportation engineers, traffic engineers, structural engineers, drainage engineers, environmental planners, landscape architects, electrical engineers, W/ WW engineers, analysts, CADD designers, and accounting/administration support. **Kimley-Horn has completed over 40 projects for the City, and our design lead Kim Carroll has completed 44 City projects with Kimley-Horn and previous firms.**

5 / 6. TERMINATED CONTRACTS / CLAIMS

No contracts or subcontracts held by either firm, or firm officers from either firm, have been terminated within the last five years. No claims have resulted in litigation or arbitration within the last five years.

7. LICENSES

Haydon is a State of Arizona licensed contractor. Our team’s list of professional and contractor licenses include:

- Avondale Vendor License Number 10097 (Haydon - Firm)
- AZ General Commercial Contracting, Class B-1, License #ROC108085 (Haydon - Firm)
- AZ General Engineering, Class A-1, License #ROC108937 (Haydon - Firm)
- AZ Registered Professional Engineer, #34570 and Professional Traffic Operations Engineer, #1452 (Individual - Kim Carroll)
- AZ Registered Professional Engineer, #59967 (Individual - Jason Fenner)
- AZ Registered Professional Engineer, #38007 (Individual - Robert Lyons)
- AZ Registered Professional Engineer, #50959 (Individual - Zach Schmidt)

8. VENDOR INFORMATION FORM

Please find the completed Vendor Information Form in the Appendix tab in this submittal.

9. BONDING CAPACITY

Haydon has a bonding capacity for single projects of \$150,000,000 with an aggregate program of \$550,000,000. Upon request, a letter from Travelers Casualty and Surety Company of America, who holds an *A++ A.M. Best* rating, can be provided.

B EXPERIENCE AND QUALIFICATIONS

1. COMPARABLE PROJECTS



a. Project Description: This project included 21,000 LF of 8" and 12" water line replacement in the heart of Gilbert's Heritage District and adjacent residential areas. Over 30 businesses and 150 residents received new water service as a part of this stakeholder sensitive project. These water lines replaced existing antiquated pipelines addressing increased water demand, system redundancy and fire flow for area residential businesses.

b. Company / Organization: Town of Gilbert

b. Project Owner: Ryan Blair, Project Supervisor, Town of Gilbert; 90 E. Civic Center Drive, Gilbert, AZ 85296; (480) 503-6906; ryan.blair@gilbertaz.gov

c. Team Member Roles: David Laughlin (Pre-Construction Director); Mark Eklund (Estimating Manager); Kasey Crook (Pipe Superintendent)

d. Contracted / Final Cost: \$7.8M / \$7.8M (Completed on Budget)

e. Original / Actual Completion Dates: 12/2017 - 08/2018 (Completed on Schedule)

Similar Features:

■ CMAR	■ Downtown District
■ Waterline Replacement	■ Residential Neighborhood
■ ADA Concrete Upgrades	■ Minimized Traffic Impacts



a. Project Description: Scope includes 51,000 LF of 6", 8", and 12" waterline replacements throughout neighborhoods and four high-volume arterial streets. Scope also includes service connections, fire hydrants, other water appurtenances, sidewalks, curbs, gutters, driveways, and pavement replacement. Alternative pipe materials, such as high-density polyethylene (HDPE) were considered and evaluated during the design phase.

b. Company / Organization: City of Tempe

b. Project Owner: Cliff Williams, Owner's Representative, Williams Engineering; 3116 S. Amble Pass, Apache Junction, AZ 85118; (602) 677-4351; cliff@cwceinc.com

c. Team Member Roles: David Laughlin (Pre-Construction Director); Mark Eklund (Estimating Manager); Kasey Crook (Pipe Superintendent)

d. Contracted / Final Cost: \$20.4M / Currently on Budget

e. Original / Actual Completion Dates: 02/2019 - 05/2020 (Currently on Schedule)

Similar Features:

■ CMAR	■ Downtown District
■ Waterline Replacement	■ Residential Neighborhood
■ ADA Concrete Upgrades	■ Minimized Traffic Impacts



a. Project Description: This 1-mile project includes major re-construction of deteriorated asphalt pavement (major gateway to downtown district), updates to the pedestrian ramps and driveways for ADA compliance, addition of bike lanes and medians, and 4700 LF of 16" DIP waterline.

b. Company / Organization: Town of Gilbert

b. Project Owner: Ryan Blair, Project Supervisor, Town of Gilbert; 90 E. Civic Center Drive, Gilbert, AZ 85296; (480) 503-6906; ryan.blair@gilbertaz.gov

c. Team Member Roles: Joe Malone (Project Director); David Laughlin (Pre-Construction Director); Mark Eklund (Estimating Manager)

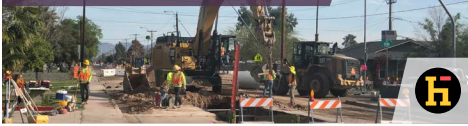
d. Contracted / Final Cost: \$6.5M / \$6.5M (Completed on Budget)

e. Original / Actual Completion Dates: 12/2018 - 07/2019 (Completed on Schedule)

Similar Features:

■ CMAR	■ Downtown District
■ Waterline Replacement	■ Residential Neighborhood
■ ADA Concrete Upgrades	■ Minimized Traffic Impacts

EXPERIENCE AND QUALIFICATIONS

Horne Utility CMAR

improvements (42" storm drain), overhead to underground 12kv conversion, and all associated roadway work.

b. Organization / Project Owner: City of Mesa, Rob Kidder, City Engineer; (719) 209-3957; rob.kidder@mesaaz.gov

c. Team Member Roles: Joe Malone (Project Director); David Laughlin (Pre-Con Director); Mark Eklund (Est. Mgr.); Mike Jones, Jr. (Pipe Super)

d. Original / Final Cost: \$6.3M / \$6.3M (Completed on Budget)

e. Original / Final Dates: 12/2018 - 07/2019 (Completed on Schedule)

Similar Features:

- | | |
|--------------------------|-----------------------------|
| ■ CMAR | ■ ADA Concrete Upgrades |
| ■ Adjacent School Coord. | ■ Residential Neighborhood |
| ■ Waterline Replacement | ■ Minimized Traffic Impacts |

McDowell Road Imp.

a. Project Description: Design / construction documents (MAG standards with Avondale supplements) from the Agua Fria Bridge to Avondale Blvd. Scope

included widening to provide buffered bike lanes, new ADA ramps and sidewalk, multi-use path, pavement rehab, raised landscape medians, roadway geometrics, wet utilities, installation of ITS infrastructure, signing / pavement marking, and storm drainage improvements.

b. Organization / Project Owner: City of Avondale, Chris Hamilton, Engineering Project Manager; 11465 W. Civic Center Drive, Avondale, AZ 85323; (623) 333-4218; chamilton@avondale.org

c. Team Member Roles: Kim Carroll (Project Engineer)

d. Contracted / Final Cost: \$2.8M / \$2.8M (Completed on Budget)

e. Original / Actual Completion Dates: 12/2015 - 10/2016 (Design)

Similar Features:

- | | |
|--------------------|-----------------------------|
| ■ Avondale Project | ■ ADA Concrete Upgrades |
| ■ Wet Utilities | ■ Minimized Traffic Impacts |

Additional Project Experience:**Recent H & Kimley»Horn Projects**

Lindsay Rd/ SR202 Loop Utilities
Cottonwood Schools Parking Lots
Doubletree Ranch Rd
Glendale Ave Pavement Rehab

Relevant D/B Projects

Festival Fields Phase II
Ocotillo Rd (Higley to Recker)
Higley Road over EMF

Kimley-Horn Avondale Projects

107th Ave & McDowell Rd Int.
PIR Waterline
4th Street Improvements
City Center Area Plan
Cycle 2 Safe Routes to School

Sidewalk and Street Imp.
Legacy & Newport Water Imp.
Bowling Alley Water Relocates
Avalon Street Lighting
On-Call Traffic Plan & Review

2. ARIZONA PROJECTS

Below is a partial list of Arizona projects for which the vendor/team has provided Design/Build, CMAR, or general construction services in the last three years, either completed, ongoing, or for which our firms have been selected.

Haydon Ongoing

Mesa Drive Phase II
Lindsay Road Utilities
Glendale Ballpark Blvd
Glendale Ave
Festival Fields Phase II
Gilbert Regional Park
Tempe Waterline Replacement

Haydon Completed

Gilbert Road
Horne Drive
Heritage District Waterline
ADOT 75th Ave Intersections
Deer Valley Road
Queen Creek MCO Park
Kingman Stockton Waterline

Kimley Ongoing

107th Ave and McDowell Road
Queen Creek Rittenhouse Road
Goodyear Sarival Rd & Yuma Rd
Peoria Jomax Rd

Kimley Completed

Avondale McDowell Road
Goodyear Van Buren St
Glendale 95th Avenue
Peoria Pinnacle Peak Road

C KEY DESIGN POSITIONS

1. ORGANIZATIONAL CHART

Please see our organizational chart below highlighting requested key personnel. Please find each key person's relevant experience in the individual resumes in the Appendix tab.

2. HOME OFFICE LOCATION, LENGTH OF TIME WITH FIRM, AND LOCAL PERCENTAGES

The home offices for all key personnel are located in Phoenix, Arizona. The length of time with each individual's respective firms can be found in the resumes in the Appendix tab.

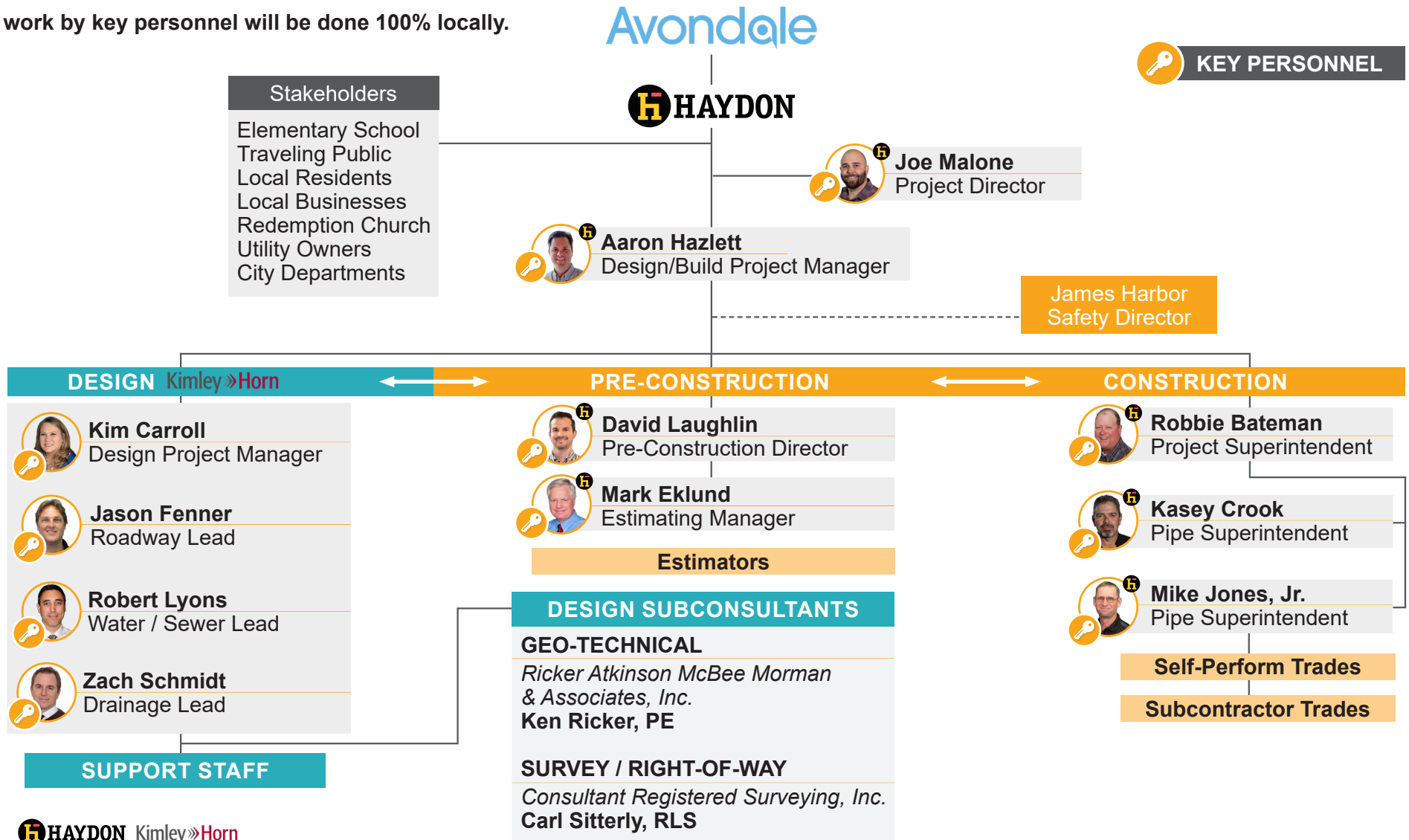
All work by key personnel will be done 100% locally.

3. SUBCONTRACTORS

The Haydon / Kimley-Horn team does not propose any subcontractors at this time.

4. KEY PERSONNEL RESUMES

Please find individual resumes for key personnel in the Appendix tab at the end of this submittal.



1. PROJECT UNDERSTANDING AND MAJOR ISSUES

Our team defines an 'issue' as any impactful aspect of the project that requires a specific management approach to account for or provide resolution. On your project, we have identified and detailed the following issues:

1. **Pavement Rehabilitation**
2. **Right-of-Way (ROW) and Easements**
3. **Water and Sewer Considerations**
4. **Concrete Curb, Sidewalk, Driveway, and ADA Ramp Design**
5. **Utility Locating and Coordination**
6. **Program Budget**
7. **Project Phasing, Traffic Management, Driveway Access, and Pedestrian Pathways**

! ISSUE #1: Pavement Rehabilitation - The existing pavement on 3rd Avenue, Holly Lane, Aragon Lane, Ely Lane, and Rhodes Avenue are showing visible signs of deterioration, including transverse and longitudinal cracking as well as "alligator" fatigue cracking. The pavement cracking is indicative of older pavement and may be worsened by an insufficient pavement structural section to support the traffic loads and / or weaken subgrade. Based upon our previous experience working in Avondale, many of the streets may not have adequate crown to drain water properly to the gutter line, thus creating ponding and subsequent pavement failure.

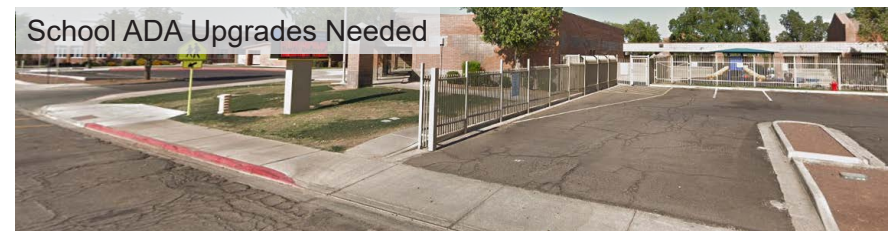
Avondale's standard for pavement structural section (PSS) is 3" of asphalt concrete (AC) on 8" of aggregate base course (ABC) for local typical section, and 3.5" of AC on 10" of ABC for collector streets. In older sections of Avondale such as this one, the existing PSS is frequently insufficient and requires significant rehabilitation.

In order to minimize impacts to residents during construction, save construction time, and minimize cost, we propose to conduct a thorough geotechnical investigation early during design to evaluate existing pavement and determine the depth of the existing asphalt and base courses. Doing this will allow us to identify areas where the existing base course and subgrade are in sufficient condition to be can be re-used in place, avoiding the need for full reconstruction, or to identify segments where the existing materials are in good enough condition to be reused and recycled as new base course.

In areas requiring full reconstruction, we anticipate removing the pavement between the existing curb and gutters, re-working the subgrade, and then re-paving between the existing curb and gutters. Design will consider the re-installation of speed humps and reconstruction of the streets and adding a crown to correct drainage issues. Existing sidewalks and curb and gutters will not be reconstructed and will remain in place as-is, unless it is determined the existing curb / gutter is damaged.

! ISSUE #2: Right-of-Way (ROW) and Easements - We do not anticipate any new ROW for this project. The Haydon / Kimley-Horn team has already obtained and reviewed the existing ROW for these streets from the latest County assessor's maps. Holly Lane, Aragon Lane, Ely Lane, and Rhodes Avenue currently have 50' full ROW. 3rd Avenue has a 70' full ROW width. Special attention will need to be given to the curb returns on each street that intersect with 3rd Avenue and Central Avenue. At each of these locations, the ramps are not ADA complaint, and ROW follows the radius return. To avoid ROW needs, the Haydon / Kimley-Horn team will provide a parallel ADA ramp and sidewalk design to achieve ADA compliance while staying within the limits of existing ROW and avoiding fence replacement. In some locations along 3rd Avenue near the elementary school, the existing sidewalk meanders outside of the existing ROW. We will work with the City to determine if any easements are needed to retain the full sidewalk width.

Temporary construction easements (TCE's) may be necessary at the southwest corner of Western and 3rd Avenues, other locations where curb ramp reconstruction may be restricted by existing ROW, areas where existing driveways are at a steep slope and reconstruction may require tie-ins beyond existing ROW, and at existing locations along 3rd Avenue near the elementary school where new sidewalk connections need to be made to existing sidewalk outside the ROW.



D PROJECT APPROACH

 **ISSUE #3: Water and Sewer Considerations** - The work associated with this project includes replacing existing waterline from 6" to 8" as well as new fire hydrants. Several issues need to be addressed with the waterline, including:

- Identifying existing service connections to each parcel
- Identifying location of new fire hydrants and establishing the area and easements necessary for City to install, utilize, and maintain
- Minimizing service outages during connections
- Analyzing proposed waterline alignments with construction phasing to minimize traffic restrictions.

Key strategies our team will utilize are provided below, which have been used in recent projects involving waterline replacements:

MOPO: A successful strategy our team uses in projects requiring waterline replacement is the development of a detailed **maintenance of plant operation (MOPO)**. The MOPO will document what valves, sections of pipe, and services will need to be shut down, when, and for how long. This development of the MOPO will be coordinated with City and provide a roadmap for the overall construction of the waterline improvements while minimizing impacts to residents. This approach also allows City staff to exercise the valves in advance of construction to confirm if they are operational and can be utilized for shut downs or if insertion valves may need to be installed.

Detailed Review of Existing Conditions: Review of existing field conditions shows parcel water valves within sidewalk or immediately behind sidewalk where room is available between property walls and back of walk. Sewer connections appear to be coming from alleyways within these project limits. Haydon / Kimley-Horn will review the record drawings to establish the location of the existing lines within the project and will field verify the above ground appurtenance (sewer manholes, water valves, existing water meters and boxes, and sewer cleanouts) associated with these facilities. We will gather this information during the topographic survey of the project area. In addition, Haydon / Kimley-Horn will work with the City to locate sewer service connections, by either field review with City staff, or through video inspection to locate the service connections. This information will then be added to the topographic survey. This detailed approach to understanding and documenting the existing utility conditions has been extremely valuable on past projects that have allowed utility work to be constructed with little to no unforeseen conditions occurring during construction.

Special attention will need to be given to these locations to minimize private property impacts, including private fences, landscaping and irrigation, and driveways. The construction documents, both plans and specifications, will need to identify the extents of disturbance and include provisions for restoring private property to its original condition. The construction estimate will reflect the impacts in order to accurately estimate construction costs.

We will work with the City to develop a strategy for constructing the new connections that minimizes project costs and disturbance to the residents. A strategy we have used is to develop individual exhibits for each property that indicate what improvements will be made on each. The exhibit is also used during the public communication process to gain input and consensus from the property owners.

 **ISSUE #4: Concrete Curb, Sidewalk, Driveway, and ADA Ramp Design** - The existing roadway consists of mountable curb with sidewalk attached to the back of curb. Sidewalk varies between 4' and 5' in width. Avondale standard details call for 5' sidewalk. Many of the residential parcels have either a block wall or fencing at the back of sidewalk, leaving little to no room for widening sidewalk. Each of the walls and fences have varying aesthetics. The Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, also known as the Public Rights-of-Way Accessibility Guideline (PROWAG), says allows a minimum 4' sidewalk is required, as long as a 5' by 5' passing is provided every 200'. PROWAG also says that where there are vertical objects (like curbing or wall), a 5' minimum sidewalk is required. When reviewing pedestrian access through the project, some of the issues encountered are as follows:

- Widening sidewalk to the City minimum 5' width in locations where block walls / fencing restrict additional sidewalk width could significantly drive up the project cost due to needing to relocate the fence or block wall
- Slopes of existing driveways may exceed 2%, which would violate PROWAG's requirement for a 2% maximum cross slope of a pedestrian access route

Kimley-Horn recently faced similar constraints on the Youngtown Sidewalks project, which required the construction of new sidewalk in a residential neighborhood with varying landscaping and hardscaping features that needed to be addressed. We developed an approach to that project that we believe can be successfully applied to your project. First, Haydon / Kimley-Horn will develop a detailed existing conditions base file that outlines all the existing constraints (including ROW, utilities, driveways, walls / fences, and damages or uprooting sidewalk / curbing) combining both the topographic survey and a detailed supplemental field review. The objective of this field review will be to observe and document the various non-standard yard features (walls, fences, landscape planters, trees, drainage features, etc.) that will be encountered, as well as field measure the existing driveway and curb ramp slopes to determine existing ADA compliance. Once this is complete, Haydon / Kimley-Horn will develop an existing conditions table, documenting existing features and ADA issues organized by each property that can be delivered to the City for their review. This approach enables the Haydon / Kimley-Horn team to work with the City to determine design options specific to each property, avoiding cookie-cutter design applications that often lead to costly and time-consuming changes in the field during construction.

Based on our initial assessment, possible options to mitigate / reduce impacts include:

- Widening existing 4' sidewalk to 5' to comply with City minimums where feasible
- Where widening to 5' is not feasible due to existing constraints, maintaining 4' wide sidewalks while utilizing driveways to satisfy the PROWAG-required 5' by 5' passing spaces. **This satisfies PROWAG requirements while avoiding costly block wall relocations**
- Upgrading all driveways to provide PROWAG-compliant cross slopes
- Specifically designing new curb ramps at corners with existing walls and fences built directly behind existing ramps to avoid impacts and minimize the need for easements

We will also analyze the pedestrian walkway between the elementary school and the subdivision to confirm that a safe, accessible pathway is being provided. We will work with the City to identify improvements that could be added to enhance the safety of this connection.



ISSUE #5: Utility Locating and Coordination - In older downtown areas and neighborhoods, we frequently find that accurate mapping and location information may not be available for all existing underground utilities. However, locating and mitigating impacts to as many existing utilities as possible is key to avoiding impacts to schedule and budget. We believe that **Subsurface Utility Engineering (SUE) Level B** utility locating may be a cost-effective way to address this issue. By performing both utility map research, strategic potholing, and utility designation, we will have a much better understanding of what existing utilities are in the area and how to mitigate conflicts with them. We believe this service, while costing additional upfront, saves the City time and money during construction and will allow for a smoother, more efficient construction schedule that minimizes impacts to residents.

An innovative tool we use to assist with locations is our Utility Drone Blue-stake Map. On recent projects, upon fresh blue-stake marks, we would drone the entire project (see sample in **Figure 1 to the right**). Kimley-Horn would then overlay the existing and proposed CAD line work onto the stitched drone image to look for discrepancies between the blue-stake marks, as-built line work, and points of conflicts. Finding this information in the design phase has made our construction phases more successful.

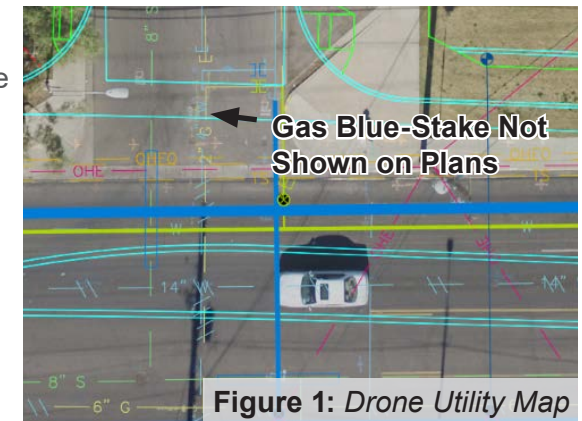


Figure 1: Drone Utility Map



ISSUE #6: Program Budget - One of the early activities we believe is important to the six-year program is to analyze the overall budget for the full six-phase project. Haydon / Kimley-Horn will take the lead on this exercise to ensure the scope is clearly defined and then assign the respective design / construction costs per the current market conditions. The results of this process will allow our team to be more effective in our design and constructability approach to make sure we are aligned with the City's budget. There could be the need to re-balance funding within the six-year program; knowing this early on will be critical to the overall success of the project.

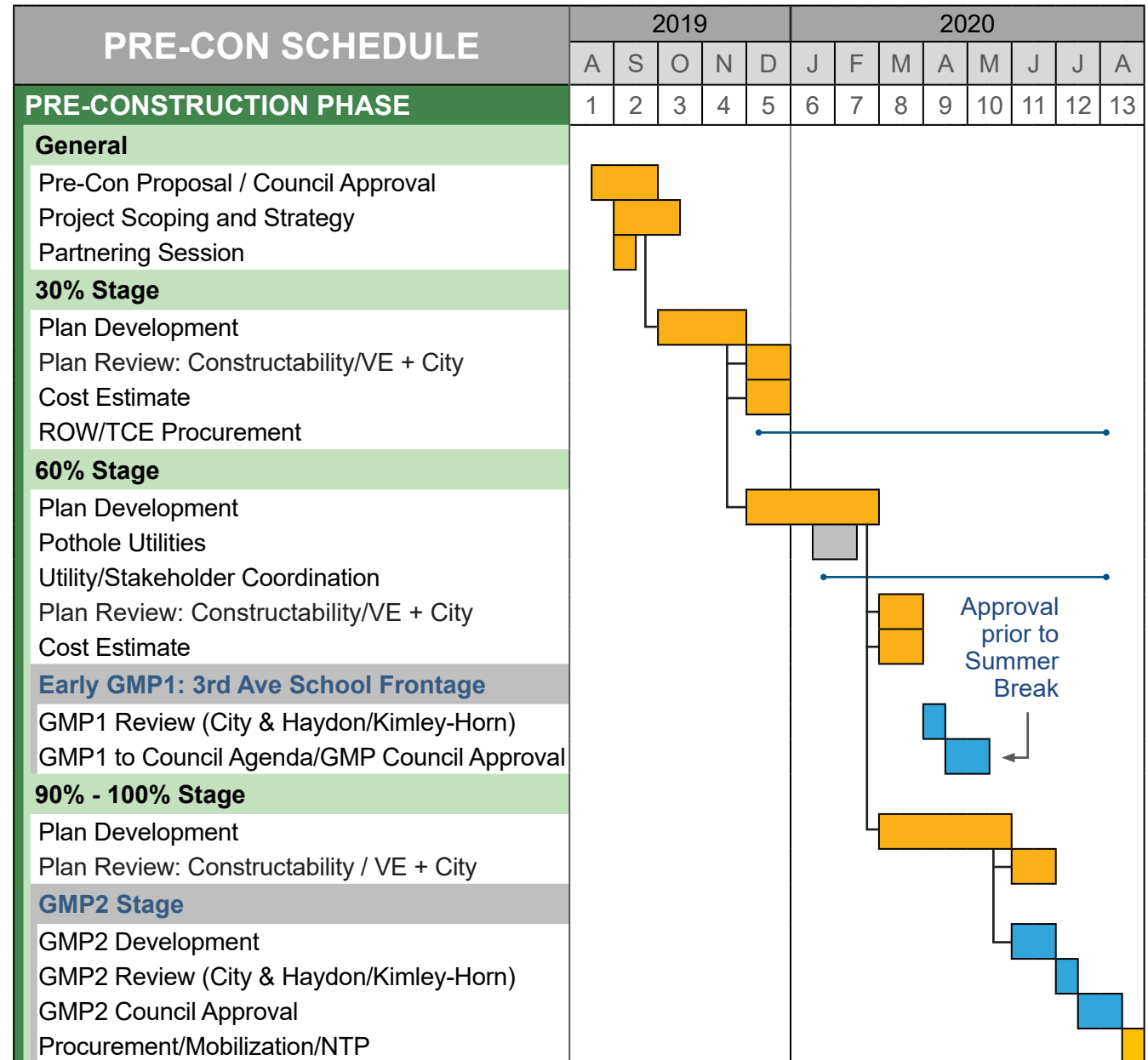
D PROJECT APPROACH

ISSUE #7: Project Phasing, Traffic Management, Driveway Access, and Pedestrian Pathways

- In analyzing this project, it is critical that we phase construction in a manner that minimizes impacts to the traveling public, local residents, and the local businesses / stakeholders. **One of the major stakeholders on this project is Michael Anderson Elementary School / Star Academy.** Throughout the school year, there is a significant amount of vehicular and bus ingress / egress traffic related to the school. Therefore, based on completing similar projects along school frontages, **we propose to take advantage of the school's summer break to complete the scope from Western Avenue to Holly Lane (May 22nd to August 3rd, 2020 - Utilize early GMP).** Doing so would provide for full access at all times from Western Avenue, 3rd Avenue, and Central Avenue, which we believe provides great value to the school and overall project. With this key milestone in mind, this allows us to back into our pre-construction schedule approach (please see **Figure 2 to the right**).

More specifically, some of the highlights of our pre-construction schedule include an upfront scoping / strategy session for Phase 1 (and through Phase 6 if possible), an initial partnering session to establish the most effective team, minimizing / eliminating ROW needs, and breaking the project into two GMPs to take advantage of the school summer break.

Figure 2: Proposed Pre-Construction Schedule



PROJECT APPROACH D

For construction, please see **Figures 3 and 4 below**. We have strategically phased this project to minimize impacts to the public. As discussed in the pre-construction section, we propose to complete the 3rd Avenue school frontage section during the summer break, and then complete the remainder of the 3rd Avenue (from Holly Lane south to the dead end) immediately following. As this work is completed, we will then move into the residential streets and work concurrently on Holly and Ely first (stagger streets to increase traffic volume), and then move into Aragon and Rhodes. There are many considerations while constructing each of these streets, including roadway widths / phasing limitations, pedestrian access, driveway access, special events, detour routes, and communication to the public. **The Haydon / Kimley-Horn team is experienced in designing and constructing intrusive scopes of work while minimizing impacts.** Our focus for both design and construction will be to develop approaches that make this a priority for the community.

For example, 3rd Avenue is 50' wide from curb to curb. This provides enough room to push traffic (one lane in each direction) onto one side of the roadway while constructing the other half. However, for the interior streets such as Holly Lane, this is only 35' wide from curb to curb. To complete this scope, we propose to maintain only one lane of traffic (whichever direction the City determines is the best at the time) while we construct the other half of the roadway. Residents would always be able to access their driveway (both vehicular and pedestrian) via the use of temporary ABC or AC millings for the short duration it takes to construct this phase. When installing a water / sewer line in front of a driveway, we will coordinate directly with the resident in advance to ensure they are fully aware of the operation. Typically, we coordinate the timing of a resident leaving for work or needing driveway access and then complete the excavation / install / backfill operation in about 1.5 hours. This approach has worked successfully in many similar residential neighborhoods.

Figure 3: Proposed Construction Schedule

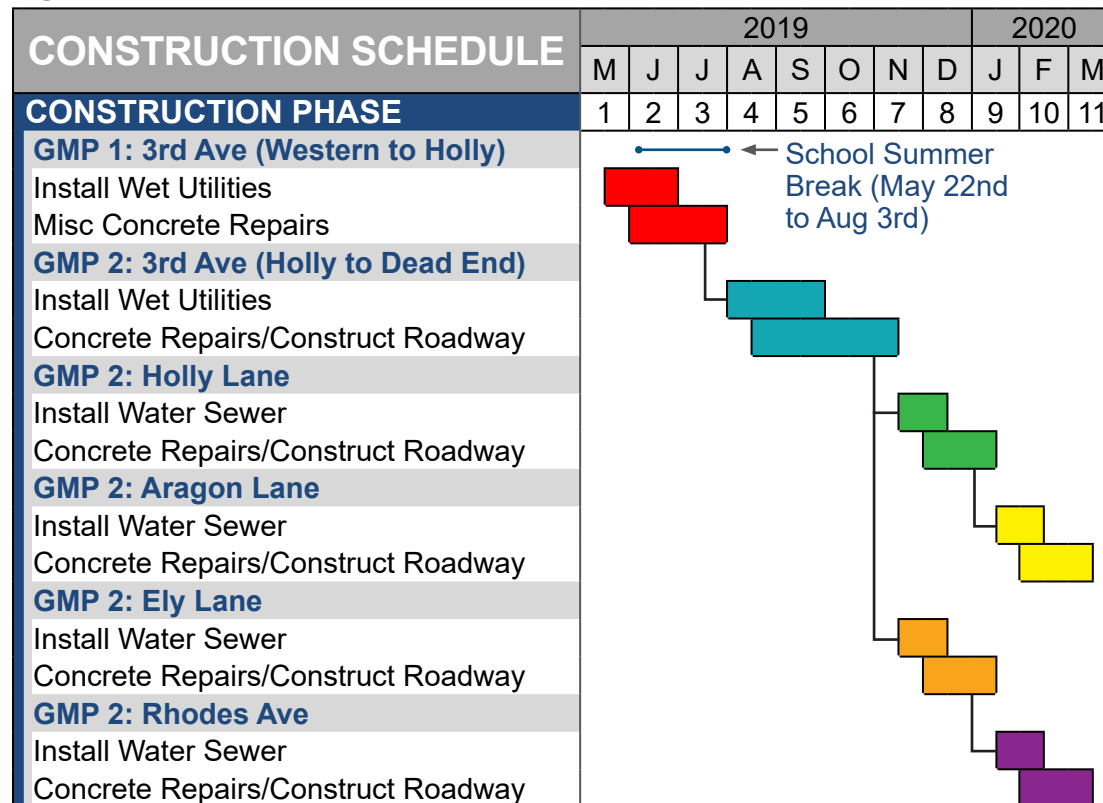


Figure 4: Phasing Map



D PROJECT APPROACH

APPROACH TO REQUIRED SERVICES

a. Designing: Kimley-Horn's design process is based on collaboration, technical understanding, and a drive for a high-quality design. We have experience working with both the City and Haydon. We will use that experience to help create a collaborative design that is based on input from all parties and stakeholders. **We have a thorough technical understanding this project and bring experience working on recent projects with very similar challenges and constraints.** Finally, our design project manager Kim Carroll has a reputation for high quality deliverables that reduce the chance for costly changes in the field.

Kimley-Horn has extensive experience working projects in similar nature and understands the steps involved with delivering this project to the City. We have provided our issues and approach. Below we laid out a design process that looks for opportunity to reduce design cost and duration of design schedule:

INVESTIGATION AND DATA COLLECTION

Geotechnical Investigation (identify potential for re-use of existing base or recycling materials)

Topographic Survey with detailed elevation shots that will assist with ADA slope evaluations

Right-of-Way mapping and investigation

Record drawing review

Field review, including utility service connections, ADA ramp, sidewalk, and curbing

UTILITY LOCATION AND POT HOLE DATA

Mapping

Pot hole to establish depths

Utility designation (SUE Level B)

30% DESIGN STAGE

Evaluate ADA compliance and needs

Evaluate waterline relocations and new

Pavement structural section evaluation

30% DESIGN STAGE (CONTINUED)

Meeting with City staff/Haydon to resolve design considerations. This meeting will include design roll plots for detailed discussion purposes and decision making and will pave the way to early construction activities.

Meeting with utilities to identify conflicts, clearance requirements, and establish agreements/scheduling to build into construction activities.

Prepare 30% plans and estimates that can be utilized with City and Haydon to make decisions on project segments to be constructed early, TCE needs, and evaluate projects costs.

60% DESIGN

With the level of research performed during the investigation and 30% design stage, it may be possible to skip the 60% submittal, saving the City on design funds and allowing an expedited construction start date.

95% DESIGN

Finalize utility coordination and obtain clearance letters

Finalize design input from City and Haydon

Incorporate changes from public involvement

FINAL SUBMITTAL

b. Planning / d. Scheduling: Through collaborative efforts led by Design/Build Project Manager Aaron Hazlett, our team will produce a master **Critical Path Method (CPM) schedule (Primavera P6 software)** encompassing the design and construction phases. This schedule will be updated weekly and submitted on a monthly basis. During construction, Haydon utilizes formal planning tools such as **Job Hazard Analysis, Work Plans, Pre-Activity Meetings, and "3-Week Look-Ahead Schedules"** for the project team, work crews, and subcontractors.

c. Estimating: Led by Estimating Manager Mark Eklund, our team will implement an open book cost control system for your project using **HCSS Estimating Software**. During design and pre-construction, we will work closely with City staff to establish a qualified baseline budget, ensuing cost models and the final GMP. All estimates and subcontractor bids are tabulated and compared to the project budget to qualify scope.

PROJECT APPROACH D

d. Scheduling: Please see our planning / scheduling processes outlined in Question 1b on **page 10**.

e. Cost Controls: Once construction commences, Haydon will utilize **Viewpoint** as our Project Management and Accounting Software to track each work activity (phase code) and contract pay item within the established budget. Some specific tools used to control cost inside of Viewpoint include formal Work Plans, which are developed before the start of any major activity, and 3-Week Look-Ahead Schedules. These tools account for crew size, equipment type, rates, material types, ingress/egress, traffic control, sequencing, and subcontractor involvement. We believe that proper planning and subsequent execution is the secret to controlling our construction costs.

f. Project Management / Team Organization: The process of planning and constructing your project will be the culmination of Haydon's comprehensive and integrated pre-construction and construction services. Our project management approach is based upon team consistency and commitment. Haydon's philosophy ensures that the team proposed to perform your project will be the same team that works with you throughout all project stages, and will remain with you until project close-out.



Joe Malone (Project Director) will oversee team efforts from project inception as team leader. His management of the entire program will ensure seamless integration of design, pre-construction, and construction efforts.



Aaron Hazlett (Design/Build Project Manager) will be responsible for managing, directing, and coordinating design / construction activities. As the primary point of contact, he will work with the Owner and the entire team to ensure work is completed on schedule and in accordance with requirements.



David Laughlin (Pre-Construction Director) will oversee Haydon's efforts in the area of design review, constructability, value engineering, and preparation for phasing and sequencing. He will assist and work under Aaron Hazlett.



Mark Eklund (Estimating Manager) will manage all cost models, GMPs, and the subcontractor selection process.



Kim Carroll, PE, PTOE (Design Project Manager) will serve as design project manager and overseeing the project design team.



Jason Fenner (Roadway Lead) will serve as the project engineer responsible for roadway improvements.



Robert Lyons (Water / Sewer Lead) will be water/sewer lead and responsible for utility coordination.



Zach Schmidt (Drainage Lead) will lead the drainage analysis and the drainage study.



Robbie Bateman (Project Superintendent) will run daily onsite operations, including monitoring other Haydon foremen, subcontractors, safety, and quality management.



Kasey Crook (Pipe Superintendent) will run a main line pipe crew and daily onsite operations, including other Haydon foremen, subcontractors, safety, and quality management.



Mike Jones, Jr. (Pipe Superintendent) will run a main line pipe crew and daily onsite operations, including other Haydon foremen, subcontractors, safety, and quality management.

g. Bid Package Management: Many of the alternative delivery projects that our team members have completed included multiple bid packages and phased GMPs. On this project, we could have an early GMP for 3rd Avenue from Western to Holly to take advantage of the school summer break as previously discussed. This will be well vetted during pre-construction to provide the best value for the project. In addition, we will work with the team to establish a schedule of values that not only represents the scope of work, but also aligns with City's funding buckets and internal accounting needs.

h. Management of Overhead Costs: Based upon our team's extensive experience with this type of project, we understand that project demands on day one are quite different from those on the final day of close-out. Based on this experience, we evaluate the project's demands and requirements, and staff the project appropriately as work progresses through pre-construction and construction. We will put an office onsite to oversee field staff and add or subtract resources as the project progresses to efficiently and properly manage the work. Our approach balances the staffing needs for the project with the best overall value for the owner.

D PROJECT APPROACH

i. Managing Subcontractors: While bringing on the right subcontractor is vital, it is our job to manage them properly. Through careful scheduling and close coordination, Haydon assures its subcontractors that they will have adequate access and opportunity to perform their work correctly, efficiently, and with quality. Each of our subcontractors will work under a well-defined scope, with a set schedule, and a thorough understanding of the quality, safety, and performance goals expected.

j. Quality Control: At each project step, we will establish a well-defined set of objectives to meet. Our service quality will be measured against those objectives. During design, Design/Build Project Manager Aaron Hazlett will work with Haydon's project team in establishing and maintaining the quality of our service. During construction, Project Superintendent Robbie Bateman and Aaron Hazlett will be responsible for all onsite quality, assuring the work in place is continuously inspected and verified against the standard of quality established.

k. Safety: Haydon demands the highest of safety standards within our organization. Our full-time corporate Safety Director, James Harbor, leads the safety department. His responsibilities include: developing a site-specific safety program, mentoring / educating subs, maintaining a safe work site, proactive public relations, and safe access for the public at all times. Our Safety Program has been developed to assure compliance with all Federal, State, and local regulations, with particular emphasis on the Occupational Health Act of 1970 (OSHA), and the OSHA requirements that apply to our construction operations. Haydon maintains an excellent E-MOD factor of 0.89.

l. Dispute Resolution: Haydon is structured to handle project issues before they become disputes. In the unlikely event that an issue becomes a dispute, we will utilize a formal dispute resolution plan that we create during pre-construction. Also, Mark Eklund, Haydon Principal and key team member, is authorized to make all decisions on behalf of Haydon.

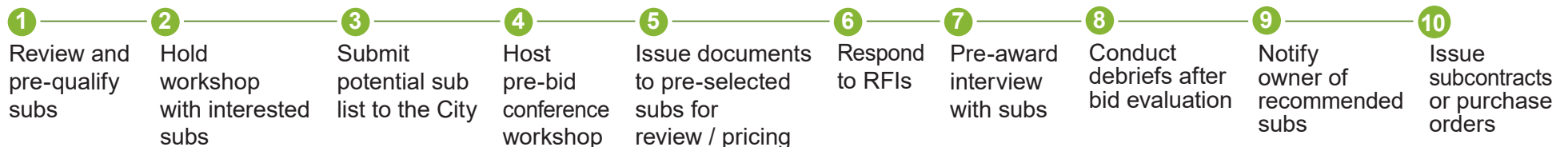
2. SUBCONTRACTOR SELECTION PLAN

We believe that the best way to achieve balance between cost and quality is to partner with the most proven subcontractors for the project. We understand that a large part of project success will depend on the selection and management of our subcontractors and vendors.

Accordingly, our subcontractors will be selected through a qualifications and pricing competition, in accordance with Ariz. Rev. Stat. § 34-601 et seq. requirements. Due to the complex nature of this project, we may recommend that some major or specialized subcontractors be selected early in design. **The benefit of this approach is two-fold:** 1) the input of key subcontractors can be invaluable in producing an efficient and well-coordinated design, and 2) the early selection of some key trades can expedite the project by facilitating preparation of shop drawings and early procurement of long-lead items. Please see **Figure 5 below** for our ten-step subcontractor selection process.

Figure 5: Subcontractor Selection Plan

↓ The flow chart below illustrates our subcontractor selection process from solicitation to award of contract.



E PROJECT SCHEDULE

Please see the Pre-Construction and Construction schedules within **Figures 2 and 3 on pages 8 and 9** as well as the schedule narrative within **Issue #7 on pages 8 and 9**.

PART IV. VENDOR INFORMATION FORM

By submitting a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Design-Build Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Haydon Building Corp
VENDOR SUBMITTING SOQ

86-0782387
FEDERAL TAX ID NUMBER

Mark Eklund, Vice President
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

4640 East Cotton Gin Loop
ADDRESS

(602) 296-1496 (602) 297-6972
TELEPHONE FAX #

Phoenix, AZ 85040
CITY STATE ZIP

July 2, 2019
DATE

WEB SITE: www.haydonbc.com

E-MAIL ADDRESS: meklund@haydonbc.com

ARIZONA CORPORATION COMMISSION FILE NO. 07407946

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- ☐ Small Business Enterprise (SBE)
☐ Minority Business Enterprise (MBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? No

If yes, please provide details and documentation of the certification.



JOE MALONE PROJECT DIRECTOR

SELECT PROJECT EXPERIENCE AS PROJECT MANAGER / DIRECTOR

Gilbert Road Improvements, Baseline to Guadalupe CMAR - Gilbert, AZ

Major reconstruction of deteriorated asphalt pavement, updates to the pedestrian ramps and driveways for ADA compliance, addition of bike lanes and medians, and 4700 lf of 16" DIP waterline. \$6.5M

Horne Utility and Drainage Improvements CMAR - Mesa, AZ

Modification and relocation of aging water and gas infrastructure, a new sewer chemical feed line, major storm drain improvements (42" storm drain pipe over 20' depth), overhead to underground 12kv conversion, and all associated roadway work. \$6.3M

Southern Avenue Improvements Phase 2 CMAR - Mesa, AZ

Visually iconic corridor, installation of custom bus shelters, custom median monuments, waterline installation, gasline installation, AC stamping, concrete paving, installation of custom street lighting, and storm drain improvements. \$10.0M

Higley Road Improvements & Bridge Widening over the EMF D/B - Gilbert, AZ

Bridge widening, new median landscape, curb and gutter, roadway section improvements, grading, paving, reclaim waterline, re-establishment of right-of-way property lines, and RWCD bridge improvements. \$7.4M

Gilbert Road Force Main & Sewer CMAR - Gilbert, AZ

15,500 LF of 12" sewer force main and 5,000 LF of 24" gravity sewer in downtown Gilbert; two 300' pipe ramming installations below Warner Road and the SRP Consolidated Canal bridge and modification of the Gilbert Commons Lift Station. \$8.0M

Buckeye Industrial Park Force Main CMAR - Buckeye, AZ

180-acre mixed use site for retail, office and industrial usage included 13,000 LF of 8" force main sewer, 1,500' of 12" water line, 280' of jack and bore, 210' of jack and bore, 2000' of 30" RID irrigation pipe. \$10.9M

Gila Bend Highway Sewer Interceptor CMAR - Casa Grande, AZ

Project included the construction of approximately 4,550 LF of 21" gravity sewer pipeline. \$2.4M

Cooper & Warner Intersection Improvements CMAR - Gilbert, AZ

Intersection improvements and widening with curb, sidewalk, pavement, sewer laterals, extensive water line, landscape, traffic signals, street lights, 18" -54" SRP irrigation, irrigation cast-in-place junction structure, grading, and drainage. \$4.1M

YEARS OF EXPERIENCE

14 Years at Haydon /
14 Years Total Experience

EDUCATION & CERTIFICATIONS

BS, Construction Management
Arizona State University

OSHA 30-Hour Training

Erosion Control Coordinator
Certification

Construction Quality
Management Certification

APPENDIX



AARON HAZLETT

DESIGN/BUILD PROJECT MANAGER



SELECT PROJECT EXPERIENCE AS PROJECT MANAGER / ENGINEER

Southern Avenue Improvements Phase 1, Dobson to Alma School CMAR - Mesa, AZ

Streetscapes, monument signage, water, sewer, storm drain, grading, paving, architecturally finished concrete, and stamped asphalt. \$9.8M

Ocotillo Road Improvements, Higley Road to Recker Road D/B - Gilbert, AZ

This project entailed one mile new arterial roadway, 13' striped median, curb, gutter, meandering sidewalk and bike lanes, intersection improvements, new waterlines, sewer line, and water and sewer stub outs. \$9.6M

Higley Road Improvements & Bridge Widening over the EMF D/B - Gilbert, AZ

Bridge widening, new median landscape, curb and gutter, roadway section improvements, grading, paving, reclaim waterline, re-establishment of right-of-way property lines, and RWCD bridge improvements. \$7.4M

Power Road Improvements, Pecos Road to Santan Freeway CMAR - Mesa, AZ

3 miles of new roadway and re-construction, 4 bridges, box culverts, and major intersection construction. \$30.3M

Cooper & Warner Intersection Improvements CMAR - Gilbert, AZ

Intersection improvements and widening with curb, sidewalk, pavement, sewer laterals, extensive water line, landscape, traffic signals, street lights, 18"-54" SRP irrigation, irrigation cast-in-place junction structure, grading, and drainage. \$4.1M

Gilbert Road Force Main & Sewer CMAR - Gilbert, AZ

15,500 LF of 12" sewer force main and 5,000 LF of 24" gravity sewer in downtown Gilbert; two 300' pipe ramming installations below Warner Road and the SRP Consolidated Canal bridge and modification of the Gilbert Commons Lift Station. \$8.0M

Greenfield Road (Baseline Road to Southern Avenue) CMAR - Mesa, AZ

Widening of existing bridge to accommodate new road improvements. The project consists of widening the roadway to include 3 through lanes, raised median, dual left turn lanes and right turn lanes at the intersections, walls, signals, lighting and landscaping. \$6.8M

Price Road Improvements, Germann Road to Loop 202 CMAR - Chandler, AZ

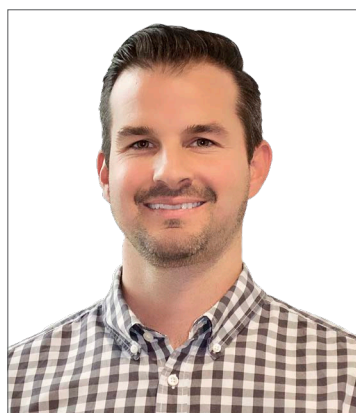
1 mile of new roadway and utilities built to full arterial standards. Project includes road construction, concrete, asphalt, water, sewer, storm drain, street lighting, signing & striping. \$7.9M

YEARS OF EXPERIENCE

14 Years at Haydon /
14 Years Total Experience

EDUCATION & CERTIFICATIONS

BS, Construction Management
Arizona State University



DAVID LAUGHLIN

PRE-CONSTRUCTION DIRECTOR

SELECT PROJECT EXPERIENCE AS PRE-CONSTRUCTION MANAGER / DIRECTOR

Heritage District Waterline CMAR - Gilbert, AZ

Installation of two 12" water lines parallel to Gilbert Road through the Heritage District to supply new 8" water distribution pipelines. \$7.8M

Tempe Waterline Replacement Improvements CMAR - Tempe, AZ

Seven miles of 6", 8", and 12" waterline replacements throughout neighborhoods and three miles of 12", 14", and 24" waterline and transmission mains along four high volume arterial streets. Trenchless technology is being considered for the 12" water mains. \$20.4M

Gilbert Road Improvements, Baseline to Guadalupe CMAR - Gilbert, AZ

Major reconstruction of deteriorated asphalt pavement, updates to the pedestrian ramps and driveways for ADA compliance, addition of bike lanes and medians, and 4700 lf of 16" DIP waterline. \$6.5M

Horne Utility and Drainage Improvements CMAR - Mesa, AZ

Modification and relocation of aging water and gas infrastructure, a new sewer chemical feed line, major storm drain improvements (42" storm drain pipe over 20' depth), overhead to underground 12kv conversion, and all associated roadway work. \$6.3M

Lindsay Road / SR202L Traffic Interchange CMAR - Gilbert, AZ

Utility relocations in preparation for the new Lindsay and Loop 202 Traffic Interchange project. \$10.0M

Mesa Drive Improvements Phase II CMAR - Mesa, AZ

Reconstruction of existing traffic through-lanes and installation of raised landscaped medians connecting to Mesa Drive south of 8th Avenue and the proposed Light Rail improvements. \$14.0M

Power Road Improvements, Pecos Road to Santan Freeway CMAR - Mesa, AZ

3 miles of new roadway and re-construction, 4 bridges, box culverts, and major intersection construction. \$30.3M

Cooper & Warner Intersection Improvements CMAR - Gilbert, AZ

Intersection improvements and widening with curb, sidewalk, pavement, sewer laterals, extensive water line, landscape, traffic signals, street lights, 18"-54" SRP irrigation, irrigation cast-in-place junction structure, grading, and drainage. \$4.1M

YEARS OF EXPERIENCE

18 Years at Haydon /
18 Years Total Experience

EDUCATION & CERTIFICATIONS

MBA, Eller School
of Business
University of Arizona

BS, Construction Management
Arizona State University

APPENDIX



MARK EKLUND

ESTIMATING MANAGER



SELECT PROJECT EXPERIENCE AS ESTIMATING MANAGER

Heritage District Waterline CMAR - Gilbert, AZ

Installation of two 12" water lines parallel to Gilbert Road through the Heritage District to supply new 8" water distribution pipelines. \$7.8M

Tempe Waterline Replacement Improvements CMAR - Tempe, AZ

Seven miles of 6", 8", and 12" waterline replacements throughout neighborhoods and three miles of 12", 14", and 24" waterline and transmission mains along four high volume arterial streets. Trenchless technology is being considered for the 12" water mains. \$20.4M

Gilbert Road Improvements, Baseline to Guadalupe CMAR - Gilbert, AZ

Major reconstruction of deteriorated asphalt pavement, updates to the pedestrian ramps and driveways for ADA compliance, addition of bike lanes and medians, and 4700 lf of 16" DIP waterline. \$6.5M

Horne Utility and Drainage Improvements CMAR - Mesa, AZ

Modification and relocation of aging water and gas infrastructure, a new sewer chemical feed line, major storm drain improvements (42" storm drain pipe over 20' depth), overhead to underground 12kv conversion, and all associated roadway work. \$6.3M

Lindsay Road / SR202L Traffic Interchange CMAR - Gilbert, AZ

Utility relocations in preparation for the new Lindsay and Loop 202 Traffic Interchange project. \$10.0M

Southern Avenue Improvements Phase 1, Dobson to Alma School CMAR - Mesa, AZ

Streetscapes, monument signage, water, sewer, storm drain, grading, paving, architecturally finished concrete, and stamped asphalt. \$9.8M

Ocotillo Road Improvements, Higley Road to Recker Road D/B - Gilbert, AZ

This project entailed one mile new arterial roadway, 13' striped median, curb, gutter, meandering sidewalk and bike lanes, intersection improvements, new waterlines, sewer line, and water and sewer stub outs. \$9.6M

Higley Road Improvements & Bridge Widening over the EMF D/B - Gilbert, AZ

Bridge widening, new median landscape, curb and gutter, roadway section improvements, grading, paving, reclaim waterline, re-establishment of right-of-way property lines, and RWCD bridge improvements. \$7.4M

YEARS OF EXPERIENCE

21 Years at Haydon /
41 Years Total Experience

EDUCATION & CERTIFICATIONS

BS, Construction (Specialized in
Heavy Construction)
Arizona State University

University of Northern Iowa



KIM CARROLL, PE, PTOE

DESIGN PROJECT MANAGER

SELECT PROJECT EXPERIENCE AS PROJECT MANAGER

YEARS OF EXPERIENCE

5 Years at Kimley-Horn /
26 Years Total Experience

EDUCATION & CERTIFICATIONS

BS, Civil Engineering
University of Arizona

Professional Engineer in AZ
(#34570), LA, and UT

Professional Traffic Operations
Engineer (#1452)

McDowell Road Improvements - Avondale, AZ

Kimley-Horn completed design and construction documents for McDowell Road from the Agua Fria Bridge (west) to Avondale Boulevard (east). Design included widening McDowell Road to provide buffered bike lanes, new ADA ramps and sidewalk, signal design using Trombone signal equipment, pavement rehabilitation, and raised landscape medians. Additional work included roadway geometrics, utilities, installation of ITS infrastructure, signing and pavement marking, storm drainage improvements, LED roadway and intersection lighting, intersection improvements at Friendship Park, landscape, and irrigation. The project was delivered using a design-bid-build (low bid) delivery method. Work included preparation of plans, specifications, and estimates in accordance with MAG standard details and specifications and the Avondale supplement to the MAG standards.

107th Avenue and McDowell Road - Avondale, AZ

Kimley-Horn is completing the design and construction documents for the intersection of McDowell Road and 107th Avenue. Design includes widening the intersection McDowell Road to provide three through lanes in each direction on McDowell Road, two through lanes in each direction on 107th Avenue, raised landscaped medians, exclusive right turn lane, dual left turn lanes, and bike lanes. Services include roadway design, ADA ramps and sidewalk, traffic signal design (Trombone Style), pavement rehabilitation, private irrigation and well relocation, drainage retention basins, landscape and irrigation, street lighting, new 16" waterline, right-of-way acquisition, and Phase 1 environmental. The project include significant utility coordination and relocations including SRP Irrigation USA fee and title, SRP distribution relocations, SRP Transmission clearances, and SRP substation access improvements. The project was delivered using a design-bid-build (low bid) delivery method. Work included preparation of plans, specifications, and estimates in accordance with MAG standard details and specifications and the Avondale supplement to the MAG standards.

Rittenhouse Road - Queen Creek, AZ

Project improvements consisted of widening approximately three miles of Rittenhouse Road, from south of Ocotillo Road to Riggs Road, to accommodate four-lane arterial roadway with raised medians and bike lanes. The project parallels Union Pacific Railroad (UPRR) and requires widening the roadway at the Alliance Lumber spur track. Design services include roadway, storm drainage design, 12-inch waterline, private irrigation relocation, traffic signal improvements at three locations, ITS design, signing/marketing design, private spur track design, sidewalk, new ADA sidewalk ramps, new street lighting, landscape/irrigation, right-of-way acquisition, and SRP electrical conversion. Stakeholder coordination consisted of private owners, UPRR, and ACC.

APPENDIX



JASON FENNER, PE

ROADWAY LEAD

Kimley»Horn

SELECT PROJECT EXPERIENCE AS ROADWAY LEAD / PROJECT ENGINEER

McDowell Road Waterline - Goodyear, AZ

Kimley-Horn designed approximately one mile of new waterline between Citrus Road and Cotton Lane. A major challenge was that the traffic interchange was outside the City of Goodyear's water service area. Through a master service agreement between the water company and the City of Goodyear, the waterline was designed and constructed by the City of Goodyear, but will ultimately be owned by the water company, EPCOR.

107th Avenue and McDowell Road - Avondale, AZ

Kimley-Horn is completing the design and construction documents for the intersection of McDowell Road and 107th Avenue. Design includes widening the intersection McDowell Road to provide three through lanes in each direction on McDowell Road, two through lanes in each direction on 107th Avenue, raised landscaped medians, exclusive right turn lane, dual left turn lanes, and bike lanes. Services include roadway design, ADA ramps and sidewalk, traffic signal design (Trombone Style), pavement rehabilitation, private irrigation and well relocation, drainage retention basins, landscape and irrigation, street lighting, new 16" waterline, right-of-way acquisition, and Phase 1 environmental. The project include significant utility coordination and relocations including SRP Irrigation USA fee and title, SRP distribution relocations, SRP Transmission clearances, and SRP substation access improvements. The project was delivered using a design-bid-build (low bid) delivery method. Work included preparation of plans, specifications, and estimates in accordance with MAG standard details and specifications and the Avondale supplement to the MAG standards.

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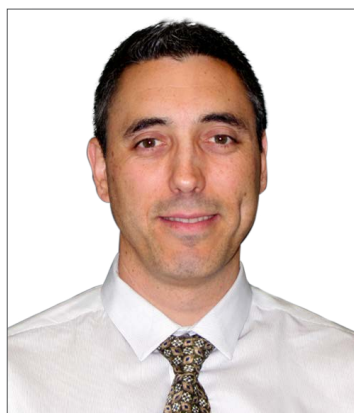
YEARS OF EXPERIENCE

6 Years at Kimley-Horn /
15 Years Total Experience

EDUCATION & CERTIFICATIONS

BS, Mechanical Engineering
University of Arizona

Professional Engineer in AZ
(#59967)



ROBERT LYONS, PE

WATER / SEWER LEAD

SELECT PROJECT EXPERIENCE AS PROJECT ENGINEER / MANAGER / UTILITY LEAD

YEARS OF EXPERIENCE

6 Years at Kimley-Horn /
22 Years Total Experience

EDUCATION & CERTIFICATIONS

BS, Civil Engineering
California Polytechnic University

Professional Engineer in AZ
(#38007)

107th Avenue and McDowell Road - Avondale, AZ

Kimley-Horn is completing the design and construction documents for the intersection of McDowell Road and 107th Avenue. Design includes widening the intersection McDowell Road to provide three through lanes in each direction on McDowell Road, two through lanes in each direction on 107th Avenue, raised landscaped medians, exclusive right turn lane, dual left turn lanes, and bike lanes. Services include roadway design, ADA ramps and sidewalk, traffic signal design (Trombone Style), pavement rehabilitation, private irrigation and well relocation, drainage retention basins, landscape and irrigation, street lighting, new 16" waterline, right-of-way acquisition, and Phase 1 environmental. The project include significant utility coordination and relocations including SRP Irrigation USA fee and title, SRP distribution relocations, SRP Transmission clearances, and SRP substation access improvements. The project was delivered using a design-bid-build (low bid) delivery method. Work included preparation of plans, specifications, and estimates in accordance with MAG standard details and specifications and the Avondale supplement to the MAG standards.

Legacy & Newport Apartments and Bowling Alley, Waterline Relocations - Avondale, AZ

Kimley-Horn provided significant CADD services, plan production, and design support for local neighborhood waterline improvements. The project included adding and upgrading existing water distribution lines, backflow preventers, meter and valve vaults, service tie-in details, fire hydrant relocations, and landscape restorations.

Fort Mojave Tribal Utility Authority Municipal Booster Station and Storage Reservoir - Fort Mojave, AZ

Kimley-Horn was retained by the Fort Mojave Tribal Utilities Authority (FMTUA) to hydraulically evaluate the existing water and sewer systems and determine required improvements to meet the increased demands from the upcoming Municipal Center developments, which will include a wellness center, entertainment center, municipal area, multi-family residential, duplex residential lots, senior center, K-6 school, cultural center, administration building, fire department, and judicial center. As part of the evaluation, a new 2,400 gallons per minute booster station with a 500,000-gallon tank was recommended to meet the increased domestic and fire demands. Kimley-Horn is preparing final design plans, specifications, and associated construction administration services as part of a Construction Manager at Risk (CMAR) project delivery for the new booster station and tank providing sufficient domestic and fire flow capacity.

New River Booster Station Rehabilitation - Peoria, AZ

Kimley-Horn prepared a condition assessment report, preliminary design, and final design for three existing well sites owned by the City of Peoria in order to get these sites in compliance with City standards. Kimley-Horn provided detailed specifications and all design services including piping, control valves, electrical, controls, security upgrades, tank rehabilitation, SCADA system integration, and chlorination. We also provided testing for eight different booster pumps and compared results with manufacturer pump curves.

APPENDIX



ZACH SCHMIDT, PE, CFM

DRAINAGE LEAD

Kimley»Horn

SELECT PROJECT EXPERIENCE AS DRAINAGE ENGINEER / PROJECT MANAGER

YEARS OF EXPERIENCE

12 Years at Kimley-Horn /
13 Years Total Experience

EDUCATION & CERTIFICATIONS

BS, Civil Engineering
Michigan Technological
University

Professional Engineer in AZ
(#50959) and UT

Certified Floodplain Manager
(CFM), #US-07-02739

107th Avenue and McDowell Road - Avondale, AZ

Kimley-Horn is completing the design and construction documents for the intersection of McDowell Road and 107th Avenue. Design includes widening the intersection McDowell Road to provide three through lanes in each direction on McDowell Road, two through lanes in each direction on 107th Avenue, raised landscaped medians, exclusive right turn lane, dual left turn lanes, and bike lanes. Services include roadway design, ADA ramps and sidewalk, traffic signal design (Trombone Style), pavement rehabilitation, private irrigation and well relocation, drainage retention basins, landscape and irrigation, street lighting, new 16" waterline, right-of-way acquisition, and Phase 1 environmental. The project include significant utility coordination and relocations including SRP Irrigation USA fee and title, SRP distribution relocations, SRP Transmission clearances, and SRP substation access improvements.

City of Goodyear Van Buren Street, Sarival Avenue to Estrella Parkway - Goodyear, AZ

Zach prepared drainage designs for the design of 1½ miles of street improvements to Van Buren Street from Sarival Avenue to Estrella Parkway for the City of Goodyear. This scalloped street project consists of widening 2,350 feet of roadway in two segments, a pavement evaluation with recommended rehabilitation options for Van Buren Street, a new traffic signal at the Van Buren Street/158th Avenue intersection, and 2,400 feet of new sidewalk. Additional services included ROW and easement acquisition, landscape and irrigation improvements, drainage design, signing and marking design, street lighting design, and utility coordination.

Rittenhouse Road, Sossaman Road to Ellsworth Loop Road - Queen Creek, AZ

Kimley-Horn provided design services for improvements to Rittenhouse Road from Sossaman Road to Ellsworth Loop Road. The project consisted of widening an existing two-lane rural roadway to a five-lane urban section. Kimley-Horn was also responsible for ADA improvements, roadway widening, catch basin and retention basin improvements, a new traffic signal, 2,000 feet of new waterline, 3,500 feet of new sewer pipeline, ROW/easement acquisition, and utility coordination.

Rittenhouse Road, Sossaman Road to Ellsworth Loop Road - Queen Creek, AZ

Kimley-Horn provided design services for improvements to Rittenhouse Road from Sossaman Road to Ellsworth Loop Road. The project consisted of widening an existing two-lane rural roadway to a five-lane urban section. Kimley-Horn was also responsible for ADA improvements, roadway widening, catch basin and retention basin improvements, a new traffic signal, 2,000 feet of new waterline, 3,500 feet of new sewer pipeline, ROW/easement acquisition, and utility coordination.



ROBBIE BATEMAN

PROJECT SUPERINTENDENT

SELECT PROJECT EXPERIENCE AS PROJECT SUPERINTENDENT

Ocotillo Road Improvements, Higley Road to Recker Road D/B - Gilbert, AZ

This project entailed one mile new arterial roadway, 13' striped median, curb, gutter, meandering sidewalk and bike lanes, intersection improvements, new waterlines, sewer line, and water and sewer stub outs. \$9.6M

Higley Road Improvements & Bridge Widening over the EMF D/B - Gilbert, AZ

Bridge widening, new median landscape, curb and gutter, roadway section improvements, grading, paving, reclaim waterline, re-establishment of right-of-way property lines, and RWCD bridge improvements. \$7.4M

83rd Avenue & Beardsley Road to SR101L Frontage Road - Peoria, AZ

This project involves widening Beardsley Road and Lake Pleasant Parkway, constructing a new roundabout at 81st Avenue, extending Beardsley Road east of 81st Avenue to SR101L Frontage Road, constructing a new bridge over New River, and constructing a raised median on 83rd Avenue. \$6.4M

Power Road Improvements, Pecos Road to Santan Freeway CMAR - Mesa, AZ

Three miles of new roadway and re-construction, four bridges, box culverts and major intersection construction. \$30.3M

Greenfield Road (Baseline Road to Southern Avenue) CMAR - Mesa, AZ

Widening of existing bridge to accommodate new road improvements. The project consists of widening the roadway to include 3 through lanes, raised median, dual left turn lanes and right turn lanes at the intersections, walls, signals, lighting, and landscaping. \$6.8M

Camino A Lago South (Lake Pleasant Parkway Phase II) - Peoria, AZ

Demolition of existing improvements, construct storm drain pipe with concrete structures, waterline, sewer line, curb and gutter, paving, striping, signing, traffic signals, and barrier wall. \$23.4M

Agua Fria Freeway (SR101L) SR101L, Beardsley Rd/Union Hills - Phoenix, AZ

The project includes the construction of a new frontage road on the west side of SR 101L, a U-turn bridge across SR 101L just north of the Union Hills Drive traffic interchange, on and off-ramps, and widening of the Union Hills Drive traffic interchange. \$16.4M

US-60 (Grand Avenue) / SR303L Interim Traffic Interchange CMAR - Phoenix, AZ

2 miles in length along SR303L, extending from Mountain View Road to one mile north of the US-60, including adding three general purpose lanes to SR303L, widening US-60 to three lanes in each direction, installing new ramps to provide connectivity between SR303L and US-60, and widening a bridge on SR303L that crosses the BNSF railroad. \$46.0M

Historic Avondale Phase 1 Improvements Design/Build - Solicitation No. EN19-186

YEARS OF EXPERIENCE

15 Years at Haydon /
33 Years Total Experience

EDUCATION & CERTIFICATIONS

Cactus High School

OSHA 30 Hour Training

APPENDIX



KASEY CROOK

PIPE SUPERINTENDENT



SELECT PROJECT EXPERIENCE AS PROJECT / PIPE SUPERINTENDENT

Heritage District Waterline CMAR - Gilbert, AZ

Installation of two 12" water lines parallel to Gilbert Road through the Heritage District to supply new 8" water distribution pipelines. \$7.8M

Tempe Waterline Replacement Improvements CMAR - Tempe, AZ

Seven miles of 6", 8", and 12" waterline replacements throughout neighborhoods and three miles of 12", 14", and 24" waterline and transmission mains along four high volume arterial streets. Trenchless technology is being considered for the 12" water mains. \$20.4M

Southern Avenue Improvements Phase 1, Dobson to Alma School CMAR - Mesa, AZ

Streetscapes, monument signage, water, sewer, storm drain, grading, paving, architecturally finished concrete, and stamped asphalt. \$9.8M

Southern Avenue Improvements Phase 2 CMAR - Mesa, AZ

Visually iconic corridor, installation of custom bus shelters, custom median monuments, waterline installation, gasline installation, AC stamping, concrete paving, installation of custom street lighting, and storm drain improvements. \$10.0M

Gilbert & Guadalupe Intersection Improvements CMAR - Gilbert, AZ

Includes 1 mile of roadway and intersection improvements, widening dual left turn lanes in all four directions, through and right turn lanes, drainage improvements, traffic signals, street lighting modifications, and relocate SRP irrigation. \$6.4M

Gila Bend Highway Sewer Interceptor CMAR - Casa Grande, AZ

Project included the construction of approximately 4,550 LF of 21" gravity sewer pipeline. It was installed within a proposed easement in the south side of the Gila Bend Highway from the existing 36" sewer in Burris Road East to Adams Avenue. \$2.4M

Continuum Business Park Infrastructure - Chandler, AZ

Project scope included new utilities, roads, a roundabout, lakes, and landscaping in support of future technology companies leasing space. Work for this 58-acre phase includes mass earthwork, lake excavation, new sewer, reclaimed water, domestic water, storm drain, street lights, and all dry utilities including SRP power, AT&T fiber, CenturyLink, and Southwest Gas lines. \$9.1M

YEARS OF EXPERIENCE

7 Years at Haydon /
34 Years Total Experience

EDUCATION & CERTIFICATIONS

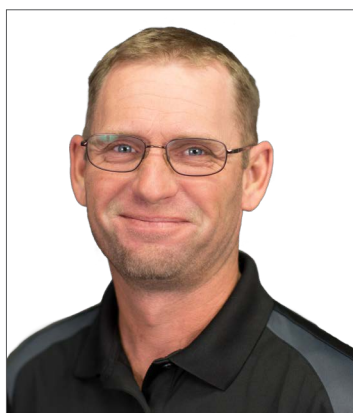
OSHA 30-Hour Certified

Dust Control

First Aid

Confined Space

Competent Person



MIKE JONES, JR. PIPE SUPERINTENDENT

SELECT PROJECT EXPERIENCE AS PIPE SUPERINTENDENT

Horne Utility and Drainage Improvements CMAR - Mesa, AZ

Modification and relocation of aging water and gas infrastructure, a new sewer chemical feed line, major storm drain improvements (42" storm drain pipe over 20' depth), overhead to underground 12kv conversion, and all associated roadway work. \$6.3M

Horne Road Drainage and Utility Pre-Construction CMAR - Mesa, AZ

Pre-construction for the utility and drainage improvements on Horne Avenue between Southern Avenue and 6th Avenue. Scope includes 42" storm drain (at 20' depth), installation of a new 16" water line, new 4" gas line, and a new chemical feed line that will be installed on the existing sewer main to provide increased corrosion control.*

Broadway Road Sewer Main Improvements CMAR - Phoenix, AZ

This project included installation of 12,000 LF of a new 30" sewer main within the public right-of-way, water line relocation, removal and replacement of existing sewer pipe and manholes, storm drains, catch basins, new manhole construction and lateral tie-ins, excess material haul off, and temporary waste water bypass systems.*

Light Rail Northwest Extension CMAR - Phoenix, AZ

This project took place in a busy area with high volume of both vehicular and pedestrian traffic. Significant elements of work included the installation of 16,000 LF of 6"-30" sewer line, 105 manholes, installation of 14"-36" steel casing, and the installation of sewer by-pass pumping system. Additional items included manhole rehabilitation, utility crossings, asphalt paving, subgrade preparation, ABC placement, concrete flatwork, and public relations and communication.*

Eastmark Phase III Roadway Improvements - Mesa, AZ

This project featured 6,000 LF of 18" sewer line, 8" water line, and storm drain. Additional scope included 5,000 LF of full street improvements on Crismon Road and Eastmark Boulevard consisting of asphalt paving, curb and gutter, meandering sidewalk, catch basins, driveways, fencing, electrical, street lighting, traffic signals, traffic control, and landscaping.*

Ray Road and Hawes Road Street Improvements - Mesa, AZ

This project included installation of 40,000 LF of 8"-30" sanitary sewer, water line, and storm drain, inclusive of 3 miles of roadway construction. Additional scope included subgrade preparation, asphalt paving, new curb and sidewalk installation, AC Pavement, traffic signals, lighting, signage, and landscaping.*

**Performed prior to employment with Haydon Building Corp*

YEARS OF EXPERIENCE

1 Year at Haydon /
25 Years Total Experience

EDUCATION & CERTIFICATIONS

OSHA 30-Hour

40-Hour Asbestos Abatement
Certification

Trench Safety

Confined Space Entry

Maricopa County Air Quality
#310

First Aid/CPR Certification

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR HISTORIC AVONDALE PHASE 1 IMPROVEMENTS DESIGN/BUILD

Addendum No. 1

Date: June 18, 2019

From: Tiffany Copp, RFQ Administrator

Subject: Addendum No. 1 to Solicitation No. EN 19-186

SOQ Deadline: July 2, 2019 at 5:00 p.m. (local time, Phoenix, Arizona)

This Addendum No. 1 consists of the Questions and Answers (attached) and modifications to the solicitation document and project schedule as follows:

- 1. The SOQ Due Date and Time is hereby stricken and replaced with:
July 2, 2019, 5:00 pm.**
- 2. Part II, Section B(1) (page A-7), the sentence "Vendor must demonstrate successful completion of at least three similar design/build projects" is hereby stricken and replaced with:
Vendor must demonstrate successful completion of at least three similar design/build or CMAR projects.**

Haydon Building Corp, affirms that ADDENDUM No. 1 has been
(Name of Vendor/Designee)
received and that the information contained in ADDENDUM No. 1 has been incorporated in
formulating the Vendor's Offer.

[Redacted Signature], July 2, 2019
Signed Date

Mark Eklund, Vice President
Print Name/ Title

Haydon Building Corp
Company Name

4640 East Cotton Gin Loop
Address

Phoenix, AZ 85040
City, State, Zip Code

EXHIBIT G
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORP.

[Subcontractor Selection Program]

See following pages.

EXHIBIT H
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORP.

[Traffic Control/Construction Sequencing]

See following pages.

EXHIBIT I
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORP.

[Allowable General Conditions Cost Line Items]

See following pages.

ALLOWABLE GENERAL CONDITIONS COST LINE ITEMS

On-Site Project Management Staff
Safety Coordinator/Assistant(s)
Project Executive
Office Engineer(s)
Project Expeditor(s)
Assistant Superintendent(s)

CPM Scheduler
Superintendent(s)
Project Manager(s)
Project Support Staff
Out-of-State Project Specific Travel*

Bonds and Insurance
Builder's Risk Insurance
General Liability Insurance
Payment and Performance Bonds
Other Project Insurance as Required by Contract

Temporary Project Utilities
Non-LEED Recycling Dumpsters
Project Electricity
Monthly Telephone / Internet Service
Street Rental and Barricades
Fencing and Covered Walkways
Site Erosion Control (BMP) and Project Entrance(s)

Temporary Toilets
Temporary Fire Protection
Telephone / Internet System Installation
Temporary Water Distribution and Meters
Temporary Electrical Distribution and Meters
Project Water, Ice and Supplements to Prevent Dehydration

Field Offices & Office Supplies
Partnering Costs
Job Photos/Videos
Project Specific Signage
Postage/Special Shipping
Project/As-Built (Record) Drawings
Project Milestone Event(s)*
Move-In/Out and Office Setup
Employee Identification System
Small Tools and Storage Trailers
Monthly Office Trailer Rental Costs
Mobilization and Demobilization (Equipment Only)

First Aid Supplies
Reproduction Services
Monthly Office Supplies
Remote Parking Expenses
Project Reference Manuals
Security System/Watchman
Safety Material and Equipment
Drinking Water and Accessories (Including Ice)
Office Clean-Up/Janitorial Services
Field Engineering

* Specific justification and all estimated costs shall be submitted and approved by the City prior to any travel or event.

EXHIBIT J
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORP.

[Pre-Construction Cost Summary]

See following pages.

July 31, 2019



Mr. David A. Janover, P.E., F.NSPE, CFM
City Engineer
City of Avondale
11465 W. Civic Center Drive
Suite 120
Avondale, AZ 85323

Re: ST1500, WA1501, SW1502 – Historic Avondale Phase 1 Improvements Design-Build

Dear Mr. Janover:

In accordance with your request for a proposal for design and preconstruction services for the Historic Avondale Phase 1 Improvements project, we are pleased to present the following:

Haydon Building Corp will be responsible for the complete planning, design, budget control and scheduling of the proposed improvements as required to meet the City's program and financial goals as described in the RFQ for the project dated June 5th, 2019. The following pre-construction and design services (in the amount of \$463,285) will be provided by Haydon and its consultants to insure a well-designed, functional, and cost-effective improvements project.

The project is generally described as pavement rehabilitation for each of the roadways (see limits below); upgrade existing sidewalk, driveways, and curb ramps to satisfy ADA compliance, new 8" waterline and service connections; and sewer manhole adjustments. The project limits include the following below and show in the Project Limits Map on page 26:

- 3rd Ave, from Western Ave to southern terminus
- Holly Ln, from 3rd Ave to Central Ave
- Aragon Ln, from 3rd Ave to Central Ave
- Ely Ln, from 3rd Ave to Central Ave
- Rhodes Ave, from 3rd Ave to Central Ave

The Design and Preconstruction services that Haydon will provide are as follows:

Design Services

- Provide preconstruction and design services for the Historic Avondale Phase 1 Improvements as outlined below and further detailed in the proposal for design services prepared by Kimley-Horn dated 7/30/2019 (attached).
- Provide geotechnical report as required for design of waterline and pavement rehabilitation.
- Provide site investigations and potholing based on an allowance of \$45,000

Design Coordination

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

July 31, 2019

- Manage permit submittal and review process.

Team Coordination

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

Site Investigations

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

Project Meetings

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

Estimating

- Provide program budget validation at the 30% roll-plot stage
- Provide detailed project estimates at the following stages for each project element:
 - 60% design documents
 - Prepare a detailed basis and explanation for each estimate.
- Develop the Guaranteed Maximum Price at the 90% to 100% design stage.

Design Assistance / Constructability Reviews

- Work with design partners to develop a design that meets functional and budgetary goals of the project.
- Evaluate and recommend systems that maximize functionality and value.
- Work with design partners to develop construction approaches that assure quality, safety and schedule conformance.
- Conduct plan reviews at each step of the plan development process to assure a well-coordinated and readily constructible project.
- Work with the design partners to provide utility coordination. This will include a utility designation allowance of \$8,000 and potholing allowance of \$45,000.

Budget Control / Value Engineering

- Evaluate each component of the estimates to identify budget variances and to assure optimal use of city resources.
- Evaluate each estimate update to assure conformance with the project budget.

July 31, 2019

- Provide value engineering evaluations of proposed systems and approaches to construction.
- Make recommendations of changes or alternate approaches as required to keep the project within the allocated budget.

Subcontractor Bidding

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

Scheduling

- Produce and maintain an overall program schedule which details all activities of the design and pre-construction process.
- Identify key milestone dates for required deliverables, information or reviews from all parties.
- Notify all parties of key milestone dates.
- Provide regular updates of the program schedule.
- Identify potential long lead items and make recommendations for early procurement.
- Prepare project phasing/sequencing plans and construction schedule.

Construction Planning

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

Construction Administration

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

Design Exclusions (in addition to those outlined on Kimley-Horn's quote):

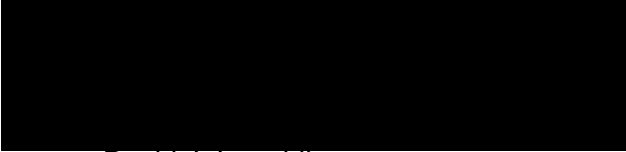
- No permit fees are covered in this proposal. Any City or outside agency permits fees are assumed to be covered by the City of Avondale.
- Does not include any Right-of-Way land acquisition.
- Temporary Construction Easements (TCE's) are expected to be necessary. Title reports are not included and assumed not necessary for TCE's. Individual parcel descriptions are not included. TCE's will be prepared in map format for each strip of roadway.
- Does not include sewer design other than manhole adjustments.
- Does not include Stormwater Pollution Prevention Plans.
- Does not include Signing plans.
- Does not include environmental services.

Accompanying this letter, you will find a complete detail of our proposed fee for the design phase services and information on the basis for the fees. Construction Administration fees for Kimley-Horn are shown within their quote but have not been incorporated into this proposal.

July 31, 2019

It is our hope that you agree that the proposed fees are fair and equitable. If you have any comments, please feel free to contact me. Again, we appreciate the opportunity and look forward to a successful relationship with the City of Avondale.

Sincerely,
Haydon Building Corp



David J. Laughlin
Pre-Construction Director

Haydon Building Corp
City of Avondale D/B
Historic Avondale Phase 1 Improvements Design-Build
Project No. ST1500, WA1501, SW1502



Pre-Construction and Design Services Proposal
Summary Sheet

Pre-Construction Services	Item Costs	Subtotal
Haydon (Pre-Con Services)	\$ 76,840	
Haydon (Plan Reproduction)	\$ 3,000	
Safesite (Utility Potholing) (<i>Allowance</i>)	\$ 45,000	
Public Outreach (Makpro) (<i>Allowance</i>)	\$ 5,000	
Safesite (Utility Designation) (<i>Allowance</i>)	\$ 8,000	
Total Pre-Construction Services		\$ 137,840
Design Services		
Kimley-Horn (Design Fee)	\$ 271,195	
Kimley-Horn (Direct Expenses)	\$ 2,400	
RLF Consulting (Topo Survey) (<i>Allowance</i>)	\$ 12,250	
RLF Consulting (TCE's) (<i>Allowance</i>)	\$ 9,200	
RAMM (Geotech) (<i>Allowance</i>)	\$ 5,400	
Total Design Services		\$ 300,445
Contingency		
Owner's Contingency	\$ 25,000	
Total Contingency		\$ 25,000
Total Design Phase Professional Services		\$ 463,285

Haydon Building Corp
City of Avondale D/B
Historic Avondale Phase 1 Improvements Design-Build
Project No. ST1500, WA1501, SW1502



Pre-Construction Proposal

SCHEDULE OF HOURLY RATES

Estimating Manager	\$130 /hr
Pre-Con Manager	\$130 /hr
Project Manager	\$124 /hr
Estimator	\$122 /hr
Safety Manager	\$106 /hr
Project Superintendent	\$112 /hr
Project Engineer	\$95 /hr
Agtek- (includes Takeoff engineers)	\$125 /hr
GPS/Drone Crew	\$133 /hr

Pre-Construction Services

	Item Costs	Subtotal
30% Roll Plot Stage	\$ 6,424	
60% Stage	\$ 29,716	
90% Stage	\$ 23,444	
Contract Docs	\$ 17,256	
Total Pre-Construction Services		\$ 76,840

Plan Reproduction Costs

30% Roll Plot Stage	\$ -	
60% Stage	\$ 750	
90% Stage	\$ 750	
Contract Docs	\$ 1,500	
Total Design Services		\$ 3,000

Allowances

Utility Designation (Safesite)	\$ 8,000	
Utility Potholing (Safesite)	\$ 45,000	
Public Outreach (MakPro)	\$ 5,000	
Total Design Services		\$ 58,000

Total Pre-Construction Services	\$ 137,840
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**City of Avondale - Historic Avondale Phase 1 Improvements Design-Build
SCHEDULE OF PRE-CONSTRUCTION SERVICES / MANPOWER LOADING**

Activity and Resource		Unit Rate	Hours				Costs			
			30% Rollplot	60%	90%	Contract Docs	30% Rollplot	60%	90%	Contract Docs
Project Kickoff Meeting										
	Project Manager	\$ 124	2				\$248	\$0	\$0	\$0
	Pre-Con Manager	\$ 130	2				\$260	\$0	\$0	\$0
	Estimating Manager	\$ 130	2				\$260	\$0	\$0	\$0
	Project Superintendent	\$ 112					\$0	\$0	\$0	\$0
	Project Engineer	\$ 95					\$0	\$0	\$0	\$0
Preparation of the Master Schedule										
	Project Manager	\$ 124		8			\$0	\$992	\$0	\$0
	Estimating Manager	\$ 130					\$0	\$0	\$0	\$0
	Pre-Con Manager	\$ 130		8			\$0	\$1,040	\$0	\$0
	Project Superintendent	\$ 112		4			\$0	\$448	\$0	\$0
	Project Engineer	\$ 95					\$0	\$0	\$0	\$0
Preparation of the Construction Management/Phasing Plan										
	Project Manager	\$ 124				8	\$0	\$0	\$0	\$992
	Pre-Con Manager	\$ 130				4	\$0	\$0	\$0	\$520
	Project Engineer	\$ 95					\$0	\$0	\$0	\$0
Regular Project Meetings			2 Hrs Each	2 Hrs Each	2 Hrs Each	2 Hrs Each				
	Project Manager	\$ 124	5	5	5	5	\$620	\$620	\$620	\$620
	Precon Manager	\$ 130	5	5	5	5	\$650	\$650	\$650	\$650
	Project Engineer	\$ 95					\$0	\$0	\$0	\$0
	Estimating Manager	\$ 130	5	5	5	5	\$650	\$650	\$650	\$650
	Estimator	\$ 122					\$0	\$0	\$0	\$0
	Project Superintendent	\$ 112		2	2		\$0	\$224	\$224	\$0
Special Project/Utility/Design and Cost Review Mtgs			2 Hrs Each	2 Hrs Each	2 Hrs Each					
	Project Manager	\$ 124	2	2	2	2	\$248	\$248	\$248	\$248
	Precon Manager	\$ 130	2	2	2	2	\$260	\$260	\$260	\$260
	Estimating Manager	\$ 130	2	2	2	2	\$260	\$260	\$260	\$260
	Estimator	\$ 122		2	2		\$0	\$244	\$244	\$0
	Project Engineer	\$ 95					\$0	\$0	\$0	\$0
	Project Superintendent	\$ 112		2	2		\$0	\$224	\$224	\$0
Consultant Coordination										
	Project Manager	\$ 124	4	12	12	12	\$496	\$1,488	\$1,488	\$1,488
	Precon Manager	\$ 130	4	12	12	12	\$520	\$1,560	\$1,560	\$1,560
		\$ 95					\$0	\$0	\$0	\$0
Public Town Meetings										
	Project Manager	\$ 124		2			\$0	\$248	\$0	\$0
	Precon Manager	\$ 130		2			\$0	\$260	\$0	\$0
	Project Engineer	\$ 95					\$0	\$0	\$0	\$0
Site Investigation										
	Project Manager	\$ 130		8			\$0	\$1,040	\$0	\$0
	Precon Manager	\$ 130		4			\$0	\$520	\$0	\$0
	Project Engineer	\$ 95		4			\$0	\$380	\$0	\$0
	GPS/DRONE Crew	\$ 133					\$0	\$0	\$0	\$0
	Project Superintendent	\$ 112		8			\$0	\$896	\$0	\$0
Prepare Project Estimates / GMP						Reconcile				
	Project Manager	\$ 124		8	8	4	\$0	\$992	\$992	\$496
	Estimating Manager	\$ 130		24	24	8	\$0	\$3,120	\$3,120	\$1,040
	Agtek Takeoff Department	\$ 125		16	16	8	\$0	\$2,000	\$2,000	\$1,000
	Estimator	\$ 122		48	48	8	\$0	\$5,856	\$5,856	\$976
	Precon Manager	\$ 130		16	16	4	\$0	\$2,080	\$2,080	\$520
Constructability/VE Review Evaluations										
	Project Manager	\$ 124	4	8	4		\$496	\$992	\$496	\$0
	Estimator	\$ 122	4	4	4		\$488	\$488	\$488	\$0

**City of Avondale - Historic Avondale Phase 1 Improvements Design-Build
SCHEDULE OF PRE-CONSTRUCTION SERVICES / MANPOWER LOADING**

Activity and Resource		Unit Rate	Hours				Costs			
			30% Rollplot	60%	90%	Contract Docs	30% Rollplot	60%	90%	Contract Docs
	Precon Manager	\$ 130	4	8	4		\$520	\$1,040	\$520	\$0
	Project Superintendent	\$ 112	4	8	4		\$448	\$896	\$448	\$0
Update Schedule										
	Project Manager	\$ 124			4	4	\$0	\$0	\$496	\$496
	Precon Manager	\$ 130			4	4	\$0	\$0	\$520	\$520
	Project Engineer	\$ 95					\$0	\$0	\$0	\$0
Qualify, Bid and Award Sub-Contracts										
	Estimating Manager	\$ 130				8	\$0	\$0	\$0	\$1,040
	Project Manager	\$ 124				8	\$0	\$0	\$0	\$992
	Estimator	\$ 122				24	\$0	\$0	\$0	\$2,928
TOTAL PRE-CONSTRUCTION SERVICES							\$6,424	\$29,716	\$23,444	\$17,256

SCHEDULE OF PLAN REPRODUCTION BUDGET

		30% Rollplot	60%	90%	Contract Docs	30% Rollplot	60%	90%	Contract Docs
Estimating, Bidding, and GMP documents									
Bidding Sets	\$ 150		5	5	10	\$0	\$750	\$750	\$1,500
TOTAL ESTIMATED PRECON PLAN COST						\$0	\$750	\$750	\$1,500

SCHEDULE OF PRE-CONSTRUCTION INVESTIGATIONS

		30% Rollplot	60%	90%	Contract Docs	30% Rollplot	60%	90%	Contract Docs
Utility Locating Efforts									
Allowance	Utility Designation \$ 8,000	1	0		0	\$8,000	\$0	\$0	\$0
Allowance	Utility Potholing \$45,000		1			\$0	\$45,000		\$0
TOTAL ESTIMATED INVESTIGATION COST						\$8,000	\$45,000		\$0

SCHEDULE OF PUBLIC OUTREACH

		30% Rollplot	60%	90%	Contract Docs	30% Rollplot	60%	90%	Contract Docs
Community Outreach (If Necessary)									
Allowance	Public Outreach Consultant \$ 5,000	0	0.5	0.5	0	\$0	\$2,500	\$2,500	\$0
TOTAL ESTIMATED EARLY MATERIAL PROCUREMENT						\$0	\$2,500	\$2,500	\$0



July 30, 2019

Mr. David Laughlin
Haydon Building Corp
4640 E. Cotton Gin Loop
Phoenix, AZ 85040

Re: Professional Services Agreement
Historic Avondale Phase 1 Improvements Design/Build

Dear Mr. Laughlin,

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this letter agreement (the "Agreement") to the Haydon Building Corp (Haydon) for providing professional engineering service improvements associated with the City of Avondale (City) Historic Avondale Phase 1 Improvements, which include the following limits:

- 3rd Ave, from Western Ave to southern terminus
- Holly Ln, from 3rd Ave to Central Ave
- Aragon Ln, from 3rd Ave to Central Ave
- Ely Ln, from 3rd Ave to Central Ave
- Rhodes Ave, from 3rd Ave to Central Ave.

PROJECT UNDERSTANDING

The work is generally described as pavement rehabilitation for each of the roadways; upgrade existing sidewalk, driveways, and curb ramps to satisfy ADA compliance; new 8" inch waterline and service connections; and sewer manhole adjustments. This project will be delivered as design-build with Haydon being the prime contractor. The project is funded by the City's Capital Improvement Program (CIP). Based on our meeting held with City staff on July 16, 2019, we have summarized scoping items detailed in the following pages:

- Project priority is to meet and satisfy ADA requirements for the sidewalks, driveways, and ramps. Sidewalk widening and driveways on Holly Ln, Aragon Ln, Ely Ln, and Rhodes Ave are not expected to be necessary. Sidewalk improvements will consist of removals due to removal of obstructions in the sidewalk. There are driveways on 3rd Ave that will require improvements to meet ADA. Curb ramps will be improvements to provide ADA compliant ramps. Curb line and widening is not necessary.
- Public involvement will be provided by Haydon and consist of coordination with City public information. Public open house/hearings are not necessary. Communication on impacts through flyers and social media. Flyers and communications need to be bi-lingual. Social media by City staff. If there are comments from property owners on the social media, City will handle or will relay information.
- Individual communication and exhibits for property owners to understand what improvements will be done on their property will be provided by Kimley-Horn.
- Right-of-Way dedication is not expected to be necessary. Temporary Construction Easements (TCE's) are expected. Title reports are not necessary for TCE's.
- Utility coordination meetings are necessary for major submittals plus extra one-on-one communication with private utilities. Pothole data will be provided by Haydon with Kimley-Horn providing the list of data requested. Utility conversions include undergrounding 12kV where they are obstructions in the sidewalks and ramps. Project team will look for opportunities to avoid relocation through detaching/meandering sidewalk, if possible.
- City would like to evaluate street lighting and infill dark areas within project limits.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below:

TASK 1: PROJECT MANAGEMENT AND MEETINGS

Kimley-Horn project management includes contract management, invoicing, and Quality Control/Quality Assurance.

Kimley-Horn will prepare for and attend project meetings in person or by teleconference. In person and teleconference meetings as part of this project are described as follows:

- Kick Off Meeting (in person)
- Plan Review Meetings (5 in person meetings) (One meeting per submittal and two additional meetings)
- Monthly progress meetings by teleconference (7 teleconference meetings)

Kimley-Horn will be responsible for preparing design meeting agendas, exhibits, and notes. Any meetings beyond those listed above will be considered additional services.

Kimley-Horn will prepare a summary of comments received following each submittal. These comments will be addressed, and responses will be provided.

TASK 2: DATA COLLECTION/FIELD REVIEW

Kimley-Horn will obtain existing as-built plans from the City. The City will furnish digital copies of the latest quarter section maps (water, sewer, right-of-way, storm drain and aerials) and roadway/utility as-builts that are available for the project limits. All data will be logged and scanned for our records and use during the design process.

Kimley-Horn will conduct field reviews of the project site to document conditions and conflicts.

TASK 3: UTILITY COORDINATION

Kimley-Horn will be responsible for contacting and coordinating with utility companies in the area and informing them of the design plans for the project. Kimley-Horn will obtain utility maps showing existing facilities within the project limits.

Haydon/Kimley-Horn will contact Arizona Blue Stake to identify which utilities are located within the project limits. The utility designating will be complete by Haydon which will include marking all the utilities within the project limits. Kimley-Horn's surveyor will survey the marked lines and will develop a utility base map based on review of the as-builts and the surveyed locations of the utility designation markings.

Kimley-Horn will prepare utility clearance letters to send to the utility companies in the area. Signed clearance letters will be obtained and provided to the City if requested.

Kimley-Horn will work with the utility companies to identify any potential utility conflicts and will communicate these conflicts with the City. Known utility relocations include relocations of 12KV overhead power where they are obstructions in the sidewalk or ramps. No additional conflicts and associated coordination are anticipated for this project.

Kimley-Horn will prepare for and attend three (3) utility coordination meetings, which will be scheduled after each plan submittal (30%, 60%, and 90%) plus and three (3) individual utility meetings.

Haydon will be responsible for providing Kimley-Horn pothole data for use during the design. Kimley-Horn will prepare the proposed pothole list for Haydon's use to perform the potholing work.

TASK 4: SURVEY AND RIGHT-OF-WAY

Kimley-Horn's subconsultant RLF Consulting (RLF) will perform the control and topographic survey and land documents. RLF's scope of services includes an ortho-rectified aerial image of the parcels. RLF's scope of services is summarized and attached to this fee proposal.

Right-of-Way land acquisition is not expected to be necessary and is not included in this proposal.

Temporary Construction Easements (TCE's) are expected to be necessary. Title reports are not included and not necessary for TCE's. Individual parcels descriptions are not included. TCE's will be prepared in map format for each strip of roadway.

TASK 5: GEOTECHNICAL INVESTIGATIONS

Kimley-Horn's subconsultant Ricker Atkinson McBee Morman & Associates, Inc (RAMM) will perform the geotechnical investigations for this project. Generally, RAMM's scope includes:

- Nine (9) test borings (3-foot depth) to determine subsurface conditions for laboratory analyses
- Laboratory analysis
- Geotechnical recommendations and documentation

RAMM's scope of services is attached to this fee proposal.

TASK 6: ROADWAY DESIGN AND PLANS

Kimley-Horn will design pavement rehabilitation for 3rd Ave, from Western Ave to southern terminus; Holly Ln, from 3rd Ave to Central Ave; Aragon Ln, from 3rd Ave to Central Ave; Ely Ln, from 3rd Ave to Central Ave; and Rhodes Ave, from 3rd Ave to Central Ave. Pavement rehabilitation will be identified in the project paving plans. Pavement rehabilitation include re-establishing speed humps at the existing locations along Holly Ln, Aragon Ln, Ely Ln, and Rhodes Ave.

Kimley-Horn will evaluate the existing sidewalk, ramps, and driveways for ADA compliance with PROWAG. Deficient locations will be identified in design roll plot for coordination with City Staff. Sidewalk and ramp design retrofits will be identified in the project paving plans. Curb returns, driveways, and ramp design will be done to avoid impacts to right-of-way. Separate plans sheets will be provided for ramp and driveway details.

Kimley-Horn's design includes spot sidewalk improvements where necessary to satisfy ADA compliance and where removal of utilities is expected to be necessary. New sidewalk will be installed on east side of 3rd Ave from the Field Lining Systems, Inc driveway to the southern terminus of 3rd Ave. Curb widening is not necessary. Curb improvements is limited to replacing where damaged or as part of the curb return/ramp improvements. Improvements will be identified on the paving plans.

Kimley-Horn's design includes spot fence improvements where fencing is impacted by ramp improvements, relocation or installation of new utilities within public right-of-way.

Kimley-Horn will develop a 30% alignment on roll plots. Roll plots will be utilized to illustrate the initial design. This roll plot will be utilized in a meeting with City staff and project team to resolve design conflicts. Based on the comments and resolution from the project team, Kimley-Horn will prepare roadway construction documents. A total of three (3) roll plots will be developed and summarized as:

- 3rd Ave, from Western Ave to southern terminus
- Holly Ln and Aragon Ln, from Western Ave to Central Ave
- Ely Ln and Rhodes Ave, from Western Ave to Central Ave

Kimley-Horn will prepare roadway paving plans at a 20-scale. Formal plan submittals include 60%, 90%, and final plans. The following sheet list is anticipated for the final construction documents:

- Cover Sheet (1 Sheet)

- General Notes and Legend (1 Sheet)
- Key Map (1 Sheets)
- Typical Sections (1 Sheet)
- Geometric Sheet (1 Sheet)
- Paving Plans (7 Sheets)
 - 3rd Ave, Western Ave to Southern Terminus (3 Sheets) (Double Stacked)
 - Holly Ln, Western Ave to Central Ave (1 Sheet) (Double Stacked)
 - Aragon Ln, Western Ave to Central Ave (1 Sheet) (Double Stacked)
 - Ely Ln, Western Ave to Central Ave (1 Sheet) (Double Stacked)
 - Rhodes Ave, Western Ave to Central Ave (1 Sheet) (Double Stacked)
- Ramp and Driveway Details (12 Sheets)
- Miscellaneous Roadway Details (2 Sheets) (i.e. speed humps, fencing)

TASK 7: WATER AND SEWER DESIGN AND PLANS

Kimley-Horn will provide plans for approximately 6,100 linear feet of 8" potable water pipeline for 3rd Ave (2500 LF), Holly Ln (900 LF), Aragon Ln (900 LF), Ely Ln (900 LF), and Rhodes Ave (900 LF). Waterline will be designed in accordance with the City requirements. Preliminary waterline alignment and design will be provided in the 30% roll plot for review and comment resolution with the project team.

Adjustment of manholes will be shown on the paving plans and will be completed per MAG details.

Kimley-Horn will design includes removal of existing valve meter boxes and moving meter/service behind sidewalk. The work associated with this task includes coordination with property owners, including the preparation of parcel exhibits to illustrate impacts and proposed improvements. Parcel exhibits will be developed using the aerial survey collected as part of Task 4 and will illustrate the proposed improvements and impacts to parcel.

Kimley-Horn will coordinate with Haydon for the development of a maintenance of plant operation (MOPO) that will document how waterline shut downs will be made, their duration, what valves will need to be closed, and which property owners will be impacted during the various phases of work. This will also allow the City to exercise various valves that will need to be closed to isolate various segments of pipe in advance of construction.

Kimley-Horn's design consist of replacing existing fire hydrants and installation of new fire hydrants. Placement of fire hydrants will be done to minimize impact to property owners.

Kimley-Horn will prepare waterline plan and profile sheets at 20 scale. Waterline plan sheets will be included with the project improvement plans. Plan sheets will include:

- Waterline Notes and Legend (1 Sheet)
- Waterline Plan and Profile (13 Sheets) (20 scale)
- Stub Plan and Profile (4 Sheets at four profiles per sheet) (20 scale)
- Waterline Details Sheets (1 Sheet) (trench section, tie-ins, and misc. details)

Kimley-Horn will submittal of plans and preparation of application for the MCESD Approval to Construct (ATC).

Because it is not known if private property improvements will be impacted, this scope does not include detailed design to restore impacted private property improvements. The plans will include general direction as to the existing improvements and whether the existing improvements need to be replaced in kind. Details associated with private property restoration are assumed to be coordinated with Haydon and not require detailed plans or coordination by Kimley-Horn.

TASK 8: STREET LIGHTING

Kimley-Horn's design consists of evaluating existing street lighting to define dark spots and infill street lighting with new lighting. Through discussion with City staff, existing lighting is owned by City with underground by SRP. Existing lighting that conflicts/obstructed pedestrian paths will be relocated outside the sidewalk. New street lighting will be installed per City LED lighting standards. It is assumed that new lighting will be unmetered and all electrical design (conduit, conductors, transformers, etc.) will be completed by the electrical utility company.

Kimley-Horn will evaluate existing lighting through photometric analysis using the City approved light fixture. High Pressure Sodium (HPS) exists within the project limits. For the purposes of this proposal, it is assumed the City will be replacing existing HPS to LED. Preliminary evaluation and in-fill lighting will be identified in the 30% roll plot to be identify conflicts and coordination with City staff.

Kimley-Horn will include street lighting design in the paving plan sheets. Separate lighting sheets will not be provided.

Kimley-Horn will coordinate with the power service provider for power drop locations.

Kimley-Horn will coordinate with the City on the types of lighting fixtures to ensure uniformity with the general characteristics of the project area.

TASK 9: PAVEMENT MARKING PLANS

Kimley-Horn's design and plans consist of replacing the pavement marking removed as part of the pavement rehabilitation on 3rd Ave, from Western Ave to southern access to Michael Anderson School. Pavement marking design and plans are NOT necessary for the residential streets (Holly Ln, Aragon Ln, Ely Ln, and Rhodes Ave).

Kimley-Horn will prepare permanent pavement marking plans. Design will be done in conformance with the MUTCD, ADOT adopted edition, and City standard details. Plans will be prepared at 1" = 40' scale and will be submitted with 60%, 90%, and final. Pavement marking sheets include:

- General Notes and Legend and Detail (1 Sheet)
- 3rd Ave Pavement Marking Plan (1 Sheets)

TASK 10: CONTRACTOR / DESIGN TEAM COORDINATION

Kimley-Horn will coordinate with project design team and with Haydon. This task includes:

- Coordination with the Haydon over the course of the project schedule (12-month duration)
- Internal design team meetings
- Quantity of items for Haydon's in developing costs estimates
- Public Involvement support includes providing Haydon with exhibits for their use in communicating with public.

TASK 11: TECHNICAL SPECIFICATIONS

Kimley-Horn will prepare a Technical Specifications to supplement Maricopa Association of Governments (MAG) standard details and specifications and the City's Supplement to MAG.

This task allows for up to two submittals (90% and Final) of the Technical Specifications. Kimley-Horn will respond to comments received from the Haydon and City on the first submittal. These comments will be addressed prior to the second submittal. More than two submittals and/or more than one round of comments will be considered additional services.

TASK 12: POST DESIGN SERVICES

Kimley-Horn will post design services include:

Not included in this proposal. To be included in Construction GMP

- Preparation of as-built plans. Field notes will be provided by Haydon for Kimley-Horn staff to produce record drawings.
- Shop drawing reviews
- Responding to RFIs
- MCESD AOC Construction Observation - As part of the permitting requirements, MCESD requires the Engineer of Record provide construction observation of the permitted facilities for the Approval of Construction (AOC) that will be needed by the City prior to operating the new waterline. Kimley-Horn will provide construction observations up to four times during waterline construction.
- Attending up to ten (10) construction meetings

Not included in this proposal. To be included in Construction GMP

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Traffic control plans (By Haydon)
- Stormwater Pollution Prevention plans
- Signing plans
- Drainage report and design
- Utility locating
- Right-of-way plans
- Pot Hole Data (By Haydon)
- Public involvement (By Haydon)
- Environmental services
- Construction phasing plans (By Haydon)
- Cost Estimating (By Haydon)
- Permitting (By Haydon)
- Attending any meetings in addition to those specifically listed above

DELIVERABLES

Kimley-Horn will provide two full size and two half size hard copies of the project plans for review and comment at 60% and 90%. Final submittal shall consist of PDF format.

SCHEDULE

Kimley-Horn will provide our services as expeditiously as practicable with the goal of meeting the design schedule. For the purposes of this proposal, 12-month design duration is estimated.

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 – 12 for the total lump sum fee of **\$343,515**, which includes \$26,850 and \$2,400 for subconsultant and direct expense allowance, respectively. See attached spreadsheet for breakdown of labor hours and fee by stage. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Kimberly Carroll, P.E., P.T.O.E
Senior Project Manager

Summary of Consultant's Compensation



7/30/2019

Project Name Historic Avondale Phase 1 Improvements
Project No. Design/Build

7740 N. 16th Street
Suite 300
Phoenix, AZ 85020
602.944.5500

CONTRACT LABOR		ESTIMATED HOURS PER PROJECT STAGE					Total Hrs	Total Labor Cost
Classification	Billable Rates	30%	60%	90%	Final Docs	Post-Design		
Senior Project Manager	\$ 210.00	50	58	42	17	58	225	\$ 47,250.00
Sr. Professional	\$ 180.00	70	82	58	23	58	291	\$ 52,380.00
Professional or Project Engineer	\$ 160.00	122	142	102	41	66	473	\$ 75,680.00
Analyst	\$ 135.00	199	232	166	66	0	663	\$ 89,505.00
Designer Technican	\$ 115.00	85	99	31	69	70	354	\$ 40,710.00
Admin	\$ 75.00	28	32	23	9	20	112	\$ 8,400.00
Total Hours		554	645	422	225	272	2118	
Design Labor Fee Subtotal		\$ 81,360.00	\$ 94,765.00	\$ 63,280.00	\$ 31,790.00			\$ 271,195.00
Post-Design Labor Fee Subtotal						\$ 42,730.00		\$ 42,730.00
							Total Labor Fee	\$ 313,925.00

DIRECT AND OUTSIDE EXPENSES		
General Expenses		
Reproduction		\$ 400.00
MCESD ATC Expense		\$ 1,200.00
Mileage (Field review/mtgs)		\$ 800.00
Subtotal Direct & Outside Expenses		\$ 2,400.00

Not included in this proposal. To be included in Construction GMP

SUBCONSULTANT ALLOWANCES		
Subconsultant	Task	Fee
RLF Consulting (Topo Survey)	Topographic Survey	\$ 12,250.00
RLF Consulting (TCE's)	Temporary Construction Easement	\$ 9,200.00
RAMM (Geotech)	Geotechnical Investigation	\$ 5,400.00
Subtotal Subconsultant Allowances		\$ 26,850.00

TOTALS

Total Labor Fee	\$ 313,925.00
Subtotal Direct & Outside Expenses	\$ 2,400.00
Subtotal Contract Fee	\$ 316,325.00
Subtotal Subconsultant Allowances	\$ 26,850.00
Subtotal Allowances	\$ 26,850.00
Total Contract Fee & Allowances	\$ 343,175.00



Survey and Mapping Quote

18 July 2019

Project: **P19094, Historic Avondale Mapping**
Reference: **Topographic Survey & Aerial Mapping**

Kimberly Carroll, P.E., PTOE
Kimley-Horn | 7740 North 16th Street, Suite 300, Phoenix, Arizona 85020
Direct: 602.906.1122 | Mobile: 602.525.9098

RLF Consulting is pleased to submit this proposal for Land Surveying Services in support of the design improvements for Avondale Historic Streets Phase 1 RFQ

Our scope and fee are based on the following assumptions:

- The project mapping includes right-of-way to right-of-way plus an additional 25 feet beyond
- Control survey to be performed first Per City of Avondale requirements
- Mapping will hold until Utility locations have been marked
- The Horizontal Datum will be based on the Arizona Coordinate System, 1983, Central Zone per Avondale control
- The Vertical Datum will be based on NAVD 88 per Avondale Control
- No Boundary survey work is included in this proposal, right-of-way will be based on record information only with sufficient ties to local monumentation at section corners and centerline monuments in place at the time of the survey
- This proposal allows for the re-setting of any centerline monuments that were located at the time of the survey prior to construction. The contractor shall be responsible for placement of the monuments based on RLF's location and ties, RLF will stamp any replacement monuments and record a record of survey for those monuments only
- This proposal does not allow for detailed property surveys and or right-of-way acquisition documents
- Title Reports if needed are to be supplied by the client

Task 001 – Topographic Survey and Mapping

Survey Requirements-

- Verify horizontal and vertical control as provided by the client.
- The limits of topographic survey are defined by exhibit A provided by the client and consist of the following streets
 - 3rd Avenue from Western to its southern terminus at the railroad right-of-way
 - Holly Lane from 3rd Ave to Central Ave
 - Aragon Lane from 3rd Ave to Central Ave
 - Ely Lane from 3rd Ave to Central Ave
 - Rhodes Ave from 3rd Ave to Central Ave
- Provide site topography within the limits of the corridor to include contours at 1-foot intervals, with additional spot elevations at critical locations (i.e. high points, low points, at top and bottom of curb line, edge of pavement, etc.).



- Locate existing planimetric features and visible utilities to include sewer manholes, water valves, grates, inlets, road signs and other features as delineated on the aerial exhibit.
- Identify structures within the calculated right-of-way's
- RLF will use traditional survey methodology along with UAS obtained close range photogrammetric data to produce high precision 3D models to produce topographic mapping.
- RLF will produce a geo-referenced ortho-rectified aerial image of the parcel with a GSD (Ground Sampling Distance) of 0.70 inch/pixel.

Task 002 – Right of Way Services

- Prepare survey Base map based on record plat information with sufficient ties to local monumentation at section corners and centerline monuments in place at the time of the survey
- Review and include separate deeds for parcel mapping as needed
- Allow for the re-setting of any centerline monuments that were located at the time of the survey prior to construction. The contractor shall be responsible for placement of the monuments based on RLF's location and ties, RLF will stamp any replacement monuments and record a record of survey for those monuments only
- No individual Property Surveys or location of monumentation for said properties are included in this work
- Prepare Temporary Construction Exhibits in map format. No individual descriptions for parcels are anticipated in this scope

Project deliverables-

- 2D/3D CAD Basemap in Civil 3D format.
- DTM Surface in Civil 3D format.
- Project Control & Meta Data.
- Georeferenced Ortho Image ASCII Point Files.
- Record of Survey as needed for monument replacement

Proposed Fee

Task 001 – Topographic Survey.....	\$12,250.00
Task 002 – Right of Way Services	\$9,200.00
Total Fee.....	\$21,450.00

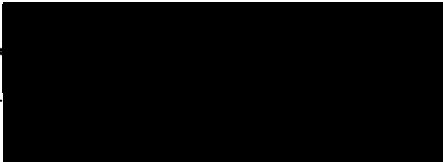


NOTES:

- 1. The following services, if required, will be provided upon separate written authorization by the Client.
 - a. Title reports and/or mapping of additional documents.
 - b. Legal Descriptions and exhibits.
 - c. Additional Boundary services for the reestablishment of missing Centerline Monumentation and or individual Property Corners

Sincerely,

RLF CONSULTING, LLC

By: 

ACCEPTED BY:

Printed Name and Title

Date



R·A·M·M

RICKER • ATKINSON • McBEE • MORMAN & ASSOCIATES, INC.
Geotechnical Engineering • Construction Materials Testing

Kimley-Horn & Associates, Inc.
7740 North 16th Street, Suite 300
Phoenix, Arizona 85020

July 17, 2019

Attention: Kimberly Carroll, P.E., PTOE

Re: Proposal for Geotechnical Engineering Services
Historic Avondale Road Improvement Project
3rd Ave, Holly Ln, Aragon Ln, Ely Ln, & Rhodes Ave
Avondale, Arizona

RAMM Proposal No. PG19391

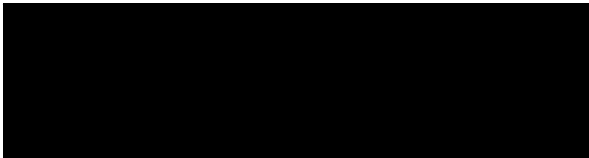
Ricker, Atkinson, McBee, Morman & Associates, Inc. is pleased to submit this proposal to conduct Geotechnical Engineering Services for the above-referenced project.

If this proposal meets with your approval, please sign, date and return one copy of the enclosed Attachment "A", which outlines project description, our scope of services, completion time and fee to perform services.

If there are any questions regarding the proposed scope of work, please call. Thank you for considering our firm for this project.

Respectfully submitted,

RICKER • ATKINSON • McBEE • MORMAN & ASSOCIATES, INC.



Kenneth L. Ricker, P.E.

/kes

RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.

ATTACHMENT "A" Proposal for Geotechnical Engineering Services

For: Historic Avondale Road Improvement Project

RAMM Proposal No. PG19391

PROJECT: Historic Avondale Road Improvement Project
3rd Ave, Holly Ln, Aragon Ln, Ely Ln, and Rhodes Ave
Avondale, Arizona

DESCRIPTION:

The existing project streets are in very poor condition and contain excessive alligator cracking, some potholes and some patches. We anticipate that the existing streets will require reconstruction. The existing aggregate base below the bad asphalt concrete surface will be measured and sampled and the moisture content of the underlying subgrade will be determined.

SCOPE OF SERVICES:

1. Test borings will be performed to determine subsurface conditions and obtain representative samples for laboratory analyses. Nine test borings 3 feet in depth are proposed for the existing paved areas. Test boring will be Blue Staked and a private utility locator will be used. A permit will be obtained from the City of Avondale.
2. Laboratory analyses of representative samples will include:
 - Moisture Content and Dry Density
 - Swell
 - Minus No. 200 Sieve and Plasticity Index
 - Standard Proctor
3. The field and laboratory data will be used in engineering evaluation and analyses to formulate our geotechnical recommendations.
4. An Engineer's report will be provided presenting the results of the field and laboratory testing and recommendations for site grading and preparation procedures and thickness of replacement pavements.

RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.

ATTACHMENT "A" Proposal for Geotechnical Engineering Services

For: Historic Avondale Road Improvement Project

RAMM Proposal No. PG19391

PROJECT: Historic Avondale Road Improvement Project
3rd Ave, Holly Ln, Aragon Ln, Ely Ln, and Rhodes Ave
Avondale, Arizona

COMPLETION TIME:

Final report approximately 4 to 6 weeks after authorized to proceed.

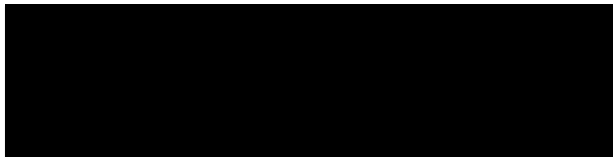
Completion time is contingent upon utility clearance and field exploration coordination.

FEE: \$ 5,400.00

The undersigned agrees to the forgoing Scope and Fee.

RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.

By:



Kenneth L. Ricker, P.E., Project Engineer

Client: _____

By: _____

Date: _____



7623 N 73rd Drive
Glendale, AZ 85303
O: 602.606.8882
F: 602.391.2934
www.safesitellc.com

July 26, 2019

Proposal No. 907292

David Laughlin
Haydon Building Corp
4640 E Cotton Gin Loop
Phoenix, AZ 85040

Re: Utility Designation and Test Hole Services for Historic Avondale Phase 1 Improvements located in Avondale, AZ

Dear David:

Safe Site Utility Services, LLC (Safe Site) is pleased to provide **Haydon Building Corporation** (Client) this proposal for utility locating and potholing services at the above-referenced site. Based on the information received, we are offering this proposal.

Scope of Work

PHASE I - Quality Level B Subsurface Utility Investigation and Designation

1. Perform Subsurface Utility Investigation (SUI) to determine presence of site utilities in order to designate and map their horizontal locations in 2D (X and Y coordinates).
2. Utilize the following approaches to designation (segregated by ASCE 38-02 quality level standards)
 - a. Quality Level B – Electromagnetic locating of metallic/conductive utilities. This would also include non-conductive utilities that have companion locate wire or are open pipe that can be accessed to insert locatable rod.
 - b. Quality Level C – Identifying existing utilities that are not electromagnetically locatable (non-conductive) through use of utility maps and visible surface indicators in order to designate the approximate location for purposes of mapping. Other technologies may be used to enhance this effort including ground penetrating radar and acoustic devices. These utilities will be labeled as QL-C on maps and it is highly recommended that vacuum excavation test holes (Quality Level A) be performed to confirm exact locations.

3. After designation, the utility horizontal locations would be captured using mapping grade GPS data collector(s) in AZ State Plane NAD83 datum. A CAD layer will be created in “2D” (no elevation information) in order to be incorporated into project design maps.
4. Work with Client to determine potential connection points and/or construction conflict locations in order to create a Test Hole Exhibit to be used for potholing in Phase 2.

PHASE II - Quality Level A Subsurface Utility Test Holes

1. Safe Site will supply a vacuum excavation crew on the project site for the purpose of investigating, digging test holes and documenting utility locations.
2. Upon exposure of a target utility, Safe Site will record utility type, size, material and depth of cover of each.
3. Safe Site will provide survey by a Registered Land Surveyor to document the locations and elevations of potholed utilities.
4. Safe Site will provide a Test Hole Summary Report detailing this information.
5. Safe Site will indicate the locations of utilities by marking the ground surface using PK nails or stake chasers (nylon brushes).
6. Safe Site anticipates approximately 9-10 workdays to complete this project from the time of start and expects work to begin within 15 business days of notice to proceed.

Terms and Conditions

1. Client will perform the utility records research and provide all available utility location maps and other pertinent information for use during the designation phase.
2. Client will provide project datum and benchmark information to Safe Site for use as survey control.
3. A “Test Hole” will be considered one excavation up to 6 feet deep with lateral “belling” of the hole up to a width of 4 feet.
4. Test Holes will be backfilled and compacted with native soil. Asphalt pavement surfaces will be restored with “Perma-Patch” permanent pavement repair material <http://www.permapatch.com/info.php>. Should Client or Owner desire, asphalt coring and reinstatement per MAG Spec Section 355/Detail 212-B can be utilized per cost indicated in Potential Contingencies section.
5. Pricing assumes test hole locations are accessible within 20’ with vacuum truck. Further distances, such as rear of lots, will be considered out of scope and billed at hourly rate.
6. Should caliche, tree roots, concrete, rocks in excess of 6” diameter, or other materials be encountered that encumber vacuum excavation, work will be considered Out of Scope and client will be contacted for approval to continue at hourly rate.
7. Traffic control costs are included.
8. Expected Permitting/Bonding costs have been included in this proposal. Any out of ordinary costs incurred due to governing agency requirements will be presented to Client for approval to add to the project fee.
9. Payment terms are Net 30 days unless other arrangements have been made.

Project Fee

Phase I Utility Designation & Mapping

Designation	\$ 4,450.00
GPS Mapping & CAD Services	\$ 2,380.00
TOTAL PHASE I	\$ 6,830.00

Phase II – Test Hole Excavation

Excavating <u>50</u> Test Holes up to 6' in Depth @ \$508.00 each	\$ 25,400.00
Ancillary Costs (permit/bonding fees, back fill, traffic control, etc.)	\$ 10,626.00
TOTAL PHASE II	\$ 36,026.00

TOTAL PROJECT FEE	\$ 42,856.00
--------------------------	---------------------

Potential Contingencies:

<u>40</u> Test Holes-Core/Reinstate per MAG Spec 212-B @ \$195 Each	\$ 7,800.00
Additional Test Holes While On Site IN Roadway	\$ 875.00
Additional Test Holes While On Site OFF Road	\$ 725.00
Hourly Rate for Out of Scope Work	\$ 275.00
Additional Charge per Test Hole 6' to 12' depth*	\$ 195.00

**Potholes exceeding 12 foot in depth will be considered Out of Scope.*

We appreciate the opportunity to provide this proposal and look forward to hearing back from you. If you have any questions or would like to further discuss this proposal please do not hesitate to contact me at tim@safesitellc.com or 623-444-2194.

Respectfully,



Tim Story
Principal Partner & COO

ACCEPTANCE STATEMENT AND AUTHORIZATION TO PROCEED

Proposal # 907292

This Acceptance becomes a part of the Proposal Letter dated July 26, 2019.

The Proposal is hereby accepted according to the Scope of Work and Terms and Conditions contained therein. Safe Site Utility Services, LLC is authorized to proceed with the work described therein. Payment will be made according to the payment terms specified in the Proposal. Any unpaid balance remaining beyond the due date will be subject to interest at an annual rate of 18% (1.5% per month).

Please fax completed form back us @ 602-391-2934 or scan and email to bids@safesitellc.com .

Client Name: _____

By:

Signature

Date

Printed Name

Title

Proposal submitted by:

Safe Site Utility Services, LLC
7623 N 73rd Drive
Glendale, AZ 85303
O: 602-606-8882
F: 602-391-2934
www.safesitellc.com

Arizona – ROC211956 | Nevada NSCB-0078575

PROJECT LIMITS MAP

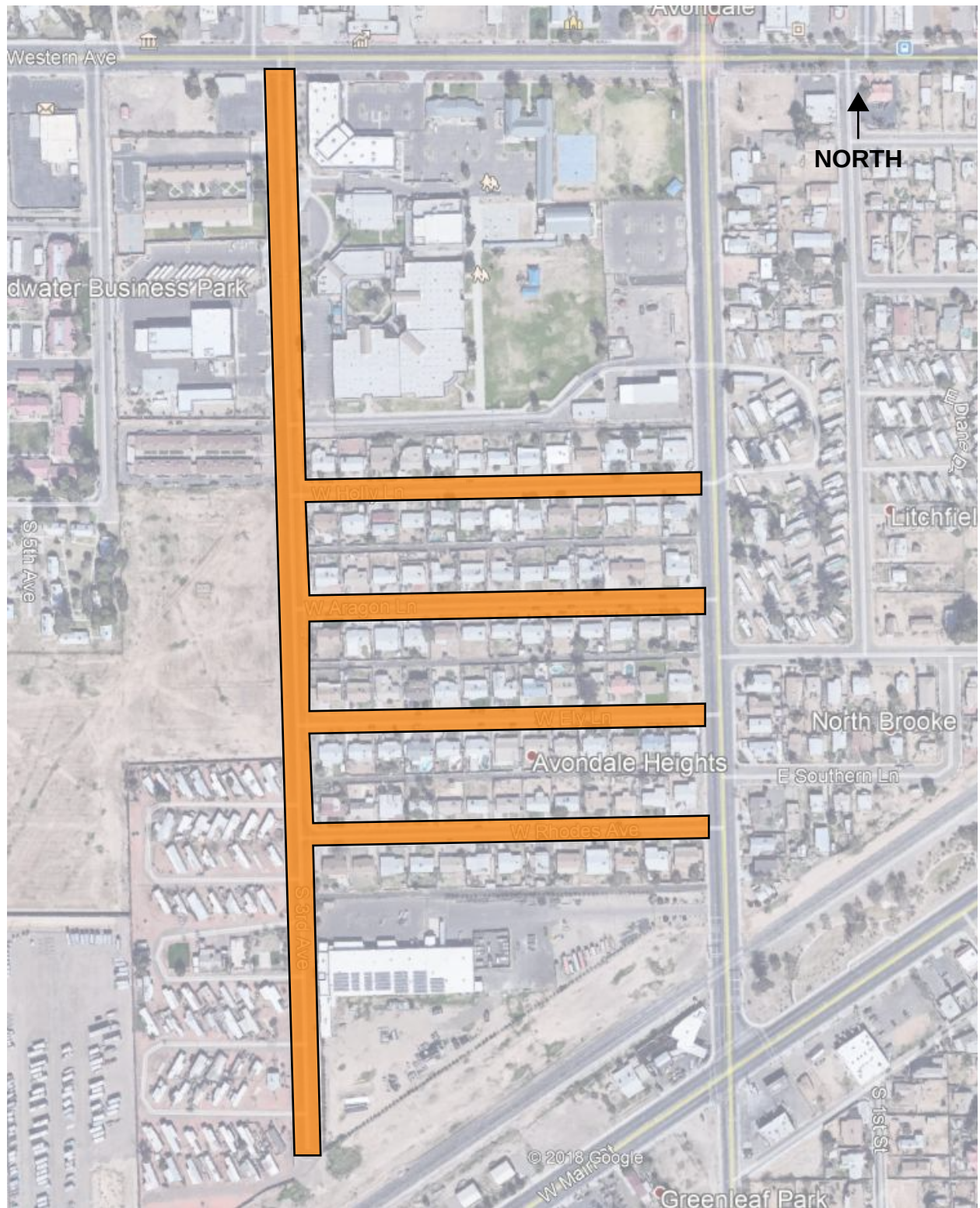


EXHIBIT K
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORP.

[Performance Bond]

See following page.

PERFORMANCE BOND

HISTORIC AVONDALE PHASE 1 IMPROVEMENTS
EN 19-186

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Avondale (hereinafter called the Obligee) in the amount of _____ (Dollars) (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____ 20____, for the material, service or construction described as _____ is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20____.

Principal Seal

By: _____

Surety Seal

By: _____

Agency of Record

EXHIBIT L
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDIGN CORP.

[Payment Bond]

See following page.

PAYMENT BOND

HISTORIC AVONDALE PHASE 1 IMPROVEMENTS
EN 19-186

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Avondale (hereinafter called the Obligee) in the amount of _____ (Dollars) (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, for the material, service or construction described as _____ which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's Subcontractors in the prosecution of the Work provided for in the Contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 20____.

Principal Seal

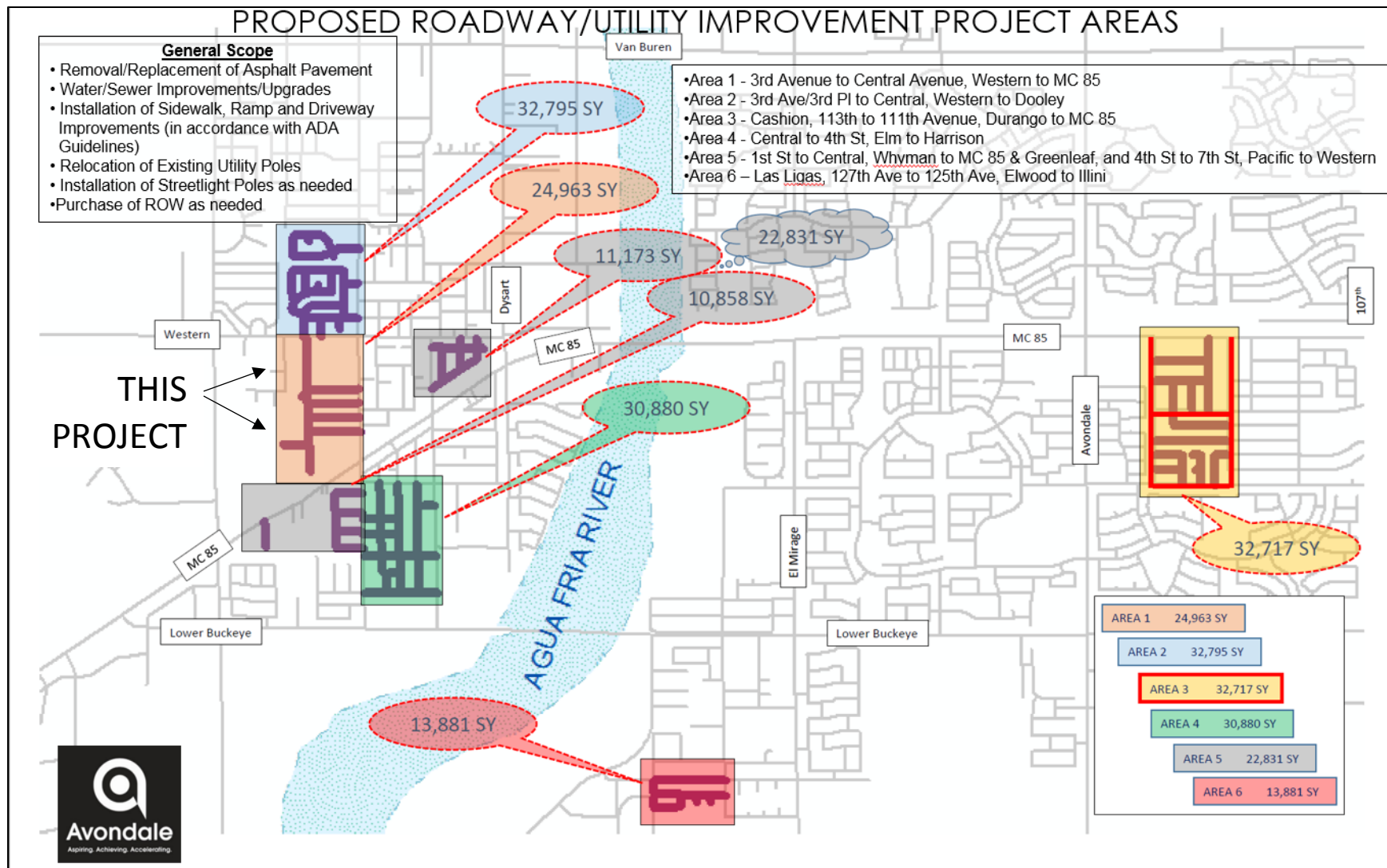
By: _____

Surety Seal

By: _____

Agency of Record

Avondale Street & Infrastructure Project, Phase I – Project Location Map



CITY COUNCIL REPORT

SUBJECT: Ordinance 1702-919 Dedicating an Irrigation Easement to Salt River Project at El Mirage Road and Durango Street

MEETING DATE: 9/9/2019

TO: Mayor and Council

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

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

PURPOSE:

City Council will consider a request to adopt Ordinance 1702-919 dedicating an Irrigation Easement to Salt River Project (SRP) at El Mirage Road and Durango Street and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Beazer Homes Holdings, LLC, is developing a new residential subdivision at the southwest corner of El Mirage Road and Durango Street. As a part of this project, a new SRP irrigation structure and associated underground piping must be constructed outside of the proposed Durango Street roadway improvements.

DISCUSSION:

The dedication of the irrigation easement to SRP is necessary so Beazer Homes can construct a new irrigation structure and install underground irrigation pipes tying the new structure to existing SRP irrigation pipes located in the intersection. The new structure and piping fall outside the existing SRP irrigation easement. The new easement is located within existing public rights-of-way (see attached exhibit).

STRATEGIC PLAN ALIGNMENT:

INITIATIVE - Foster Sustainable Community Development

GOAL - Maintain and Expand Quality Infrastructure

BUDGET IMPACT:

The proposed dedication of the Irrigation Easement to SRP will have no budgetary impact on the City.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance dedicating an Irrigation Easement to Salt River Project (SRP) at El Mirage Road and Durango Street and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents.

ORDINANCE NO. 1702-919

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 attached hereto as Exhibit 1 and incorporated herein by reference, through, over, under and across certain real property, generally located west of El Mirage Road, south of Durango Street, as described and depicted in the easement form attached hereto as part of Exhibit 1.

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

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

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 1702-919

[SRP Irrigation Easement]

See following pages.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

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

IRRIGATION EASEMENT

Maricopa County
Parcel # Durango and El Mirage
SE ¼, SEC. 14, T01N, R01W

R/W # 1115 Agt. PAR
Job # LJ71846 / 1700920
W PAR C _____

KNOW ALL MEN BY THESE PRESENTS:

That

CITY OF AVONDALE, ("Grantor"),
an Arizona municipal corporation

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, for itself and on behalf of the United States of America and as manager of the federal Salt River Reclamation Project, the right, easement and privilege to construct, reconstruct, operate and maintain an irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities through, over, under and across the following described property:

Exhibit "A" attached hereto and made by reference a part hereof.

Grantor shall not convey any easements or grant any permits within the easement areas in which the facilities do not comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said rights of way, which do not comply with said Exhibit B.

Grantee shall have the right, but not the obligation, to erect, maintain and use gates in all fences which now cross said rights of way and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

Grantor and Grantee acknowledge that from time to time Grantee may find it necessary to construct, reconstruct, operate and maintain irrigation facilities and appurtenant conveniences lying within the easement areas.

Grantor shall pay Grantee all costs and expenses of any relocation of the irrigation facilities requested by Grantor, including but not limited to, the relocation of the facilities into the easement area described above.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the Grantors, their heirs or assigns.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines and street lighting on the surface of the easement areas.
2. Grantor reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the easement areas subject to compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.
3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.
4. Grantor shall warrant and defend the rights, easements and privileges hereby granted and the priority of this easement against all persons whomsoever.

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

THE CITY OF AVONDALE,
an Arizona municipal corporation

By: _____

Its: _____

APPROVED AS TO FORM:

City Attorney for the
City of Avondale

STATE OF _____)
_____) SS.
COUNTY OF _____)

On this _____ day of _____, _____, before me, the undersigned, personally appeared _____, the _____, of **THE CITY OF AVONDALE**, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

Notary Public

My Commission Expires:

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).

EXHIBIT "A"
LEGAL DESCRIPTION

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

ASSESSOR PARCEL NUMBERS:

PREPARED BY: ADRIAN BURCHAM

HUBBARD ENGINEERING JOB NUMBER: 16178

DATE: JULY 25, 2019

(ASSESSOR PARCEL NUMBER: PORTIONS OF EL MIRAGE ROAD AND DURANGO STREET RIGHT-OF-WAY)

AN EASEMENT ACROSS A PORTION OF EL MIRAGE ROAD AND DURANGO STREET RIGHT-OF-WAY, AS SHOWN IN "DEL RIO III PHASE 1," A FINAL PLAT, RECORDED IN BOOK 1426, PAGE 40, MARICOPA COUNTY RECORDS (M.C.R.) AND LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (E. 1/4) CORNER OF SAID SECTION 14, BEING MONUMENTED BY A BRASS CAP FLUSH, FROM WHICH THE SOUTHEAST (SE) CORNER OF SAID SECTION 14, BEING MONUMENTED BY A BRASS CAP IN HANDHOLE, BEARS SOUTH 00 DEGREES 10 MINUTES 17 SECONDS WEST, 2666.82 FEET (**BASIS OF BEARING**);

THENCE SOUTH 00 DEGREES 10 MINUTES 17 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4), 24.39 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 00 DEGREES 10 MINUTES 17 SECONDS WEST, 25.98 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 49 MINUTES 43 SECONDS WEST, 43.59 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 17 SECONDS WEST, 6.64 FEET;

THENCE NORTH 89 DEGREES 49 MINUTES 43 SECONDS WEST, 18.44 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID DURANGO STREET;

THENCE NORTH 44 DEGREES 22 MINUTES 55 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, 25.61 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 88 DEGREES 56 MINUTES 07 SECONDS EAST, 47.00 FEET

THENCE NORTH 00 DEGREES 10 MINUTES 17 SECONDS EAST, 15.10 FEET;

THENCE SOUTH 89 DEGREES 49 MINUTES 43 SECONDS EAST, 33.00 FEET TO THE **POINT OF BEGINNING**.

SAID **IRRIGATION EASEMENT** CONTAINS 1,464 SQUARE FEET OR 0.0336 ACRES, MORE OR LESS.

END OF DESCRIPTION

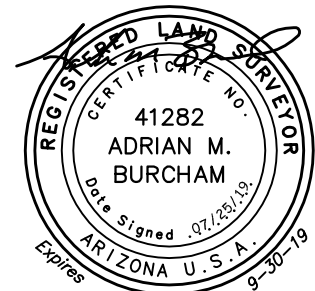


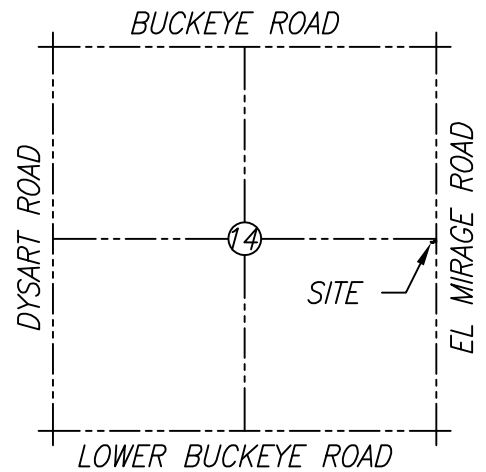
EXHIBIT 'A'

LEGEND

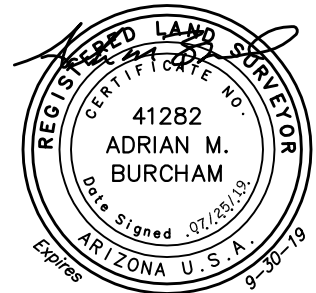
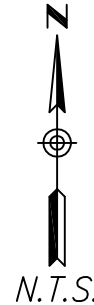
- — — — — = SECTION LINE
 = EASEMENT BOUNDARY
 — — — — — = EXISTING PARCEL LINES
 — — — — — = EXISTING R/W
 = SECTION CORNER AS NOTED

ABBREVIATION TABLE

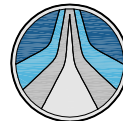
- BCF = BRASS CAP FLUSH
 BCHH = BRASS CAP HANDHOLE
 BK = BOOK
 FND. = FOUND
 M.C.R. = MARICOPA COUNTY RECORDS
 N-S = NORTH-SOUTH
 PG = PAGE
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCING
 R/W = RIGHT-OF-WAY



VICINITY MAP (NTS)
SEC. 14, T1N, R1W
G&SRM



HE# 16178



HUBBARD
ENGINEERING
www.hubbardengineering.com

1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313

IRRIGATION EASEMENT CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

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.

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SRP LDWR NUMBER:	SCALE: NTS
I.O. NUMBER:	SHEET: 2 OF 3
AGENT:	SHEET SIZE: 8.5" X 11"
DRAWN: RGM	REVISION:
CHECKED BY: AMB	CREW CHIEF:
DATE: 07/25/19	FIELD DATE:

CITY OF AVONDALE
Section 14, T.1N, R.1W

CENTER SECTION,
SEC. 14, T1N, R1W,
FND. REBAR AFFIXED
CAP LS# 41282

P.O.C.
E. 1/4 CORNER,
SEC. 14, T1N, R1W,
FND. BCF

DURANGO STREET

N-S MID-SECTION LINE, SEC. 14, T1N, R1W
S88°56'07"E 2619.75'

127TH AVENUE (ALIGNMENT)

40.00' R/W
BK. 1426,
PG. 40,
M.C.R.

IRRIGATION ESMT. PER
DOC. 97-827493, M.C.R.

N0°10'17"E

15.10'

S88°56'07"E

47.00'

N44°22'55"W
25.61'

24.39'

S89°49'43"E

33.00'

25.98'

2616.45'

2666.82'

S0°10'17"W

6.64'

N89°49'43"W

18.44'

43.59'

S0°10'17"W

6.64'

N89°49'43"W

18.44'

DEL RIO III - PHASE I
TRACT I
BK. 1426, PG. 40, M.C.R.

55.00' R/W
BK. 1426,
PG. 40, M.C.R.

P.O.B.

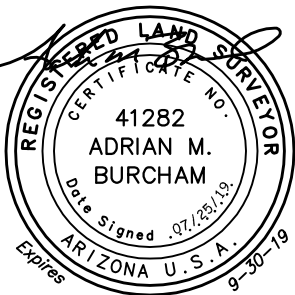
(BASIS OF BEARING)

E. LINE, SE 1/4, SEC. 14, T1N, R1W

EL MIRAGE ROAD

LOWER BUCKEYE ROAD

SE CORNER,
SEC. 14, T1N, R1W,
FND. BCHH



0 30
scale feet
1"=30'

HE# 16178



SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SRP LDWR NUMBER:	SCALE: 1"=30'
I.O. NUMBER:	SHEET: 3 OF 3
AGENT:	SHEET SIZE: 8.5" X 11"
DRAWN: RGM	REVISION:
CHECKED BY: AMB	CREW CHIEF:
DATE: 07/25/19	FIELD DATE:

CITY OF AVONDALE
Section 14, T.1N, R.1W

EXHIBIT B

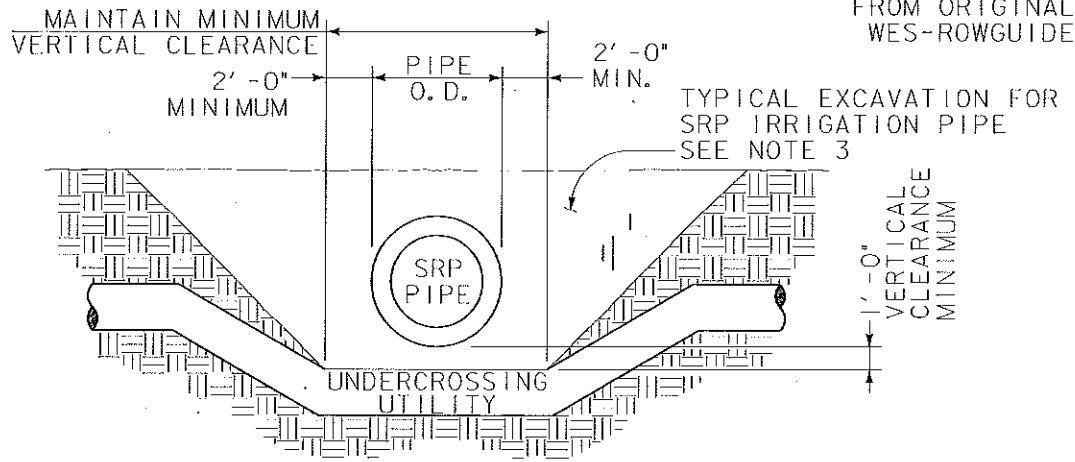
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REV
NO.

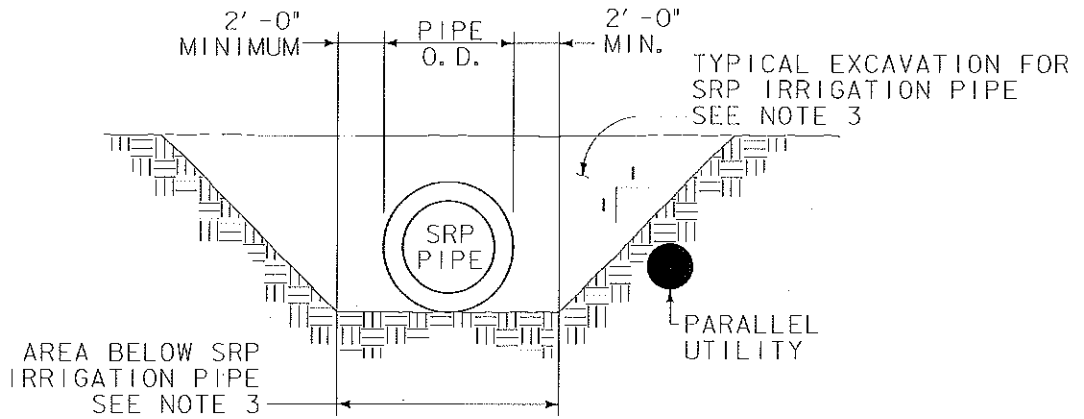
DATE

5 06/08/11

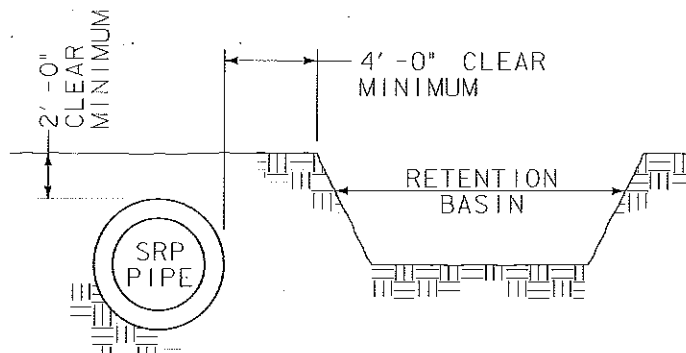
DWG REFERENCED
FROM ORIGINAL
WES-ROWGUIDE



PIPELINE - UTILITY CROSSING



PIPELINE - PARALLEL UTILITY



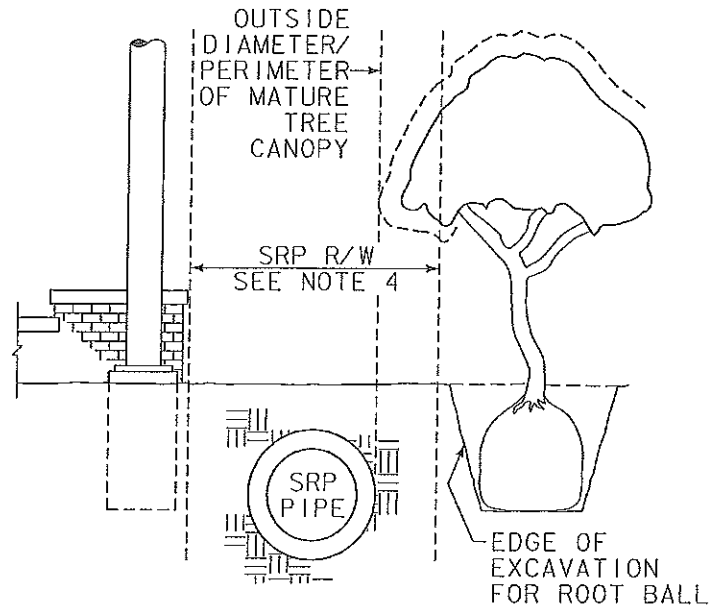
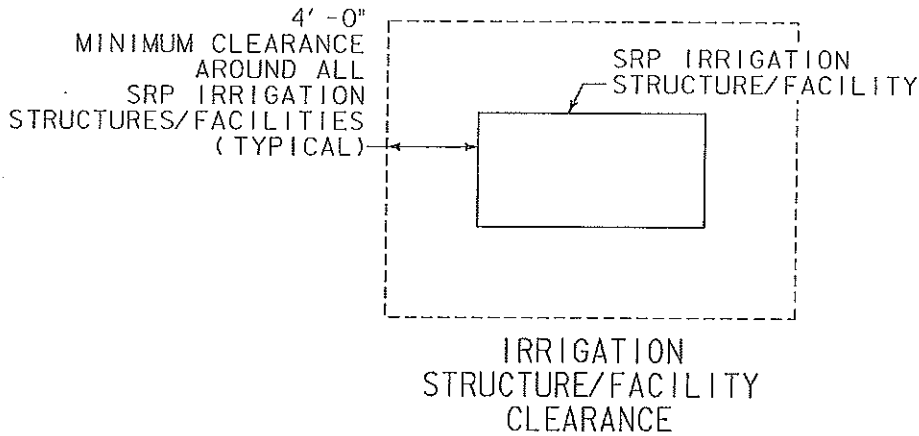
PIPELINES - RETENTION BASIN

EXHIBIT B

(PAGE 2 OF 2)

REV NO.	DATE
5	06/08/11

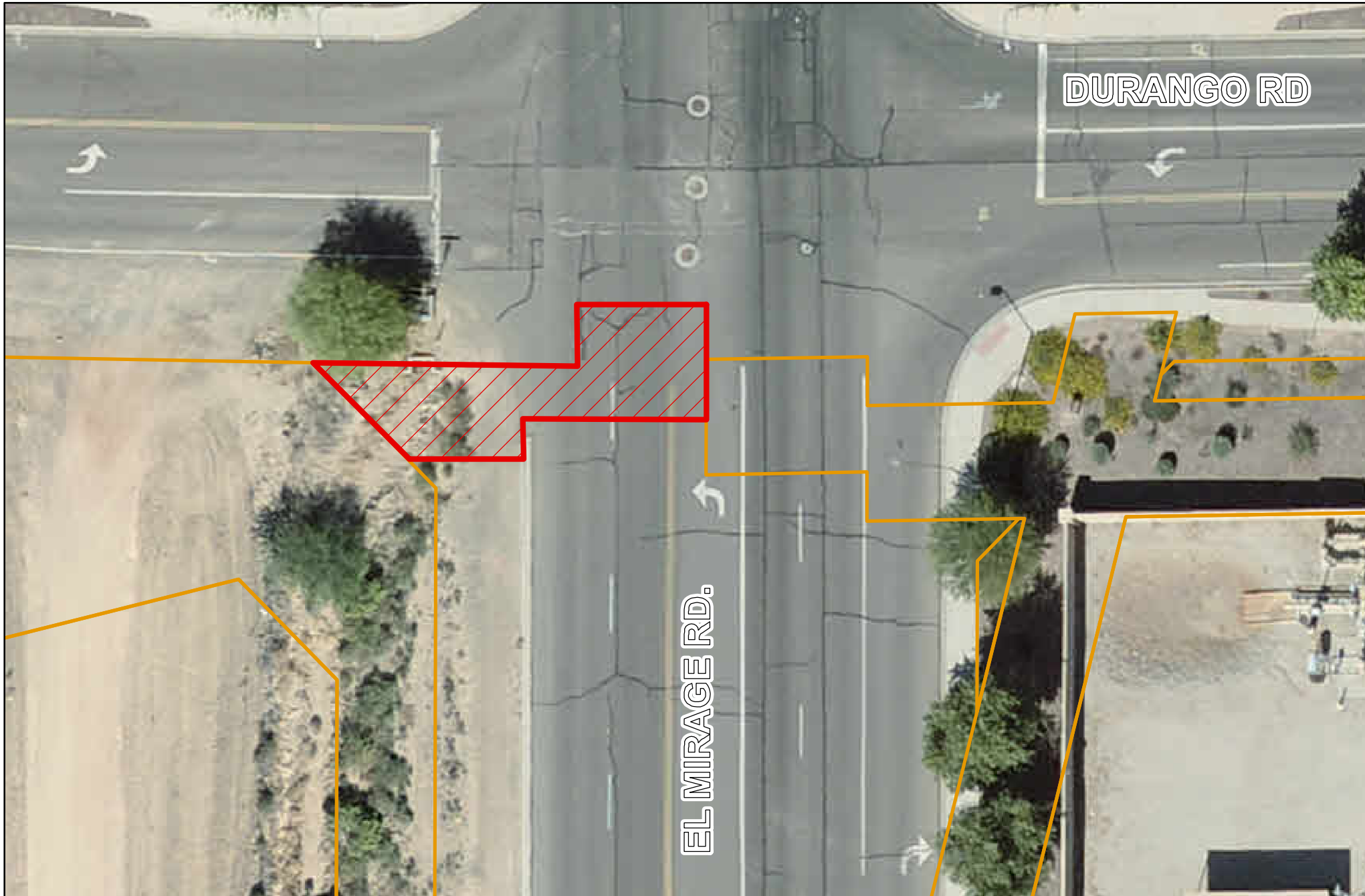
DWG REFERENCED
FROM ORIGINAL
WES-ROWGUIDE



PIPELINES - LANDSCAPING

NOTES

1. THESE GUIDELINES ARE PROVIDED AS A GENERAL AID TO PLANNING. ACTUAL SRP REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC CONDITIONS, OPERATIONAL CONSIDERATIONS, ETC.
2. AN SRP LICENSE IS REQUIRED FOR UTILITIES CROSSING/PARALLEL TO SRP IRRIGATION PIPE IN SRP RIGHT-OF-WAY. SRP REQUIRES ENGINEER DESIGNED UTILITY CROSSING/LOCATION AND EXCAVATION PLAN.
3. OTHER UTILITIES ARE NOT PERMITTED IN THESE AREAS.
4. SRP MAY LICENSE LIMITED USES OF ITS RIGHT-OF-WAY SUCH AS PARKING, SIDEWALK, LAWN, ETC. POLES, STRUCTURES AND TREES ARE TYPICALLY NOT PERMITTED IN SRP RIGHT-OF-WAY. INCLUDE DESIGN DRAWINGS FOR PROPOSED USE WHEN SUBMITTING REQUEST TO SRP FOR LICENSE.
5. REQUESTS FOR SRP LICENSES ARE HANDLED ON A CASE-BY-CASE BASIS. CONTACT SRP AT 602-236-5799 REGARDING LICENSES FOR SITES LOCATED NORTH AND SOUTH OF THE SALT RIVER.



CITY COUNCIL REPORT

SUBJECT: Minor Land Division for Gomez, Application PL-19-0136

MEETING DATE: 9/9/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development & Engineering Services Department Director

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

PURPOSE:

City Council will consider a request to approve application PL-19-0136, a request by Dejan Knezevic of Miller Land Surveying for approval of a Minor Land Division (MLD). The 0.37-acre subject property (Exhibits A, B, C) is located approximately 38 feet north of the northeast corner of 2nd Street and Davis Lane in Historic Avondale, approximately 637 feet east of Central Avenue and 1,317 feet south of Main Street. The proposed MLD will dedicate 25' of right-of-way along 2nd Street. The Council will take appropriate action.

BACKGROUND:

The subject property was annexed into the City of Avondale corporate limits on December 16, 1946. The site is vacant, except for remnants of a previous home's foundation.

The property is zoned R-3 (Multi-Family Residential), (Exhibit B). The R-3 zoning district allows for multi-family or single-family residential uses.

The property is designated as Medium Density Residential by the General Plan 2030 Land Use Map (Exhibit C). This designation provides for a suburban lifestyle with planned, detached single-family residential communities with larger setbacks and neighborhood facilities at a density of 2.5 to 4.0 dwelling unit/acre.

Surrounding uses and zoning include:

- **North** - Single-family residences zoned R-3 (Multi-Family Residential)
- **East** - Single-family residences zoned R-3 (Multi-Family Residential)
- **South** - Single-family residences zoned R-3 (Multi-Family Residential)
- **West** - Single-family residences and two duplexes zoned R-3 (Multi-Family Residential)

The 25' dedication of public right-of-way brings this section of 2nd street along the subject lot into compliance with current engineering standards for local streets, relocating the right-of-way line so that the sidewalk and utilities are within public right-of-way and no longer on private property.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Minor Land Division (Exhibit D). The proposed MLD dedicates 25' of right-of-way to the City of Avondale along 2nd Street totaling 98.04' in length. The boundary of the subject property extends to the centerline of 2nd Street. The MLD is required before the City will issue a permit for the owner to construct a single-family home.

PUBLIC PARTICIPATION:

Public notification is not required for Minor Land Division applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Minor Land Division applications.

ANALYSIS:

- The proposed Minor Land Division 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 Minor Land Division is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
- The proposed Minor Land Division dedicates 25' of right-of-way as part of local street standard.

DISCUSSION:

1. The proposed Minor Land Division is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
2. The conditions of approval are reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** application PL-19-0136.

PROPOSED MOTION:

I move that City Council **APPROVE** application PL-19-0136, a request for approval of a Minor Land Division for property located approximately 38 feet north of the northeast corner of 2nd Street and Davis Lane.

ATTACHMENTS:

- Exhibit A – Aerial Photograph
- Exhibit B – Zoning Vicinity Map
- Exhibit C – General Plan Land Use Map
- Exhibit D – Minor Land Division

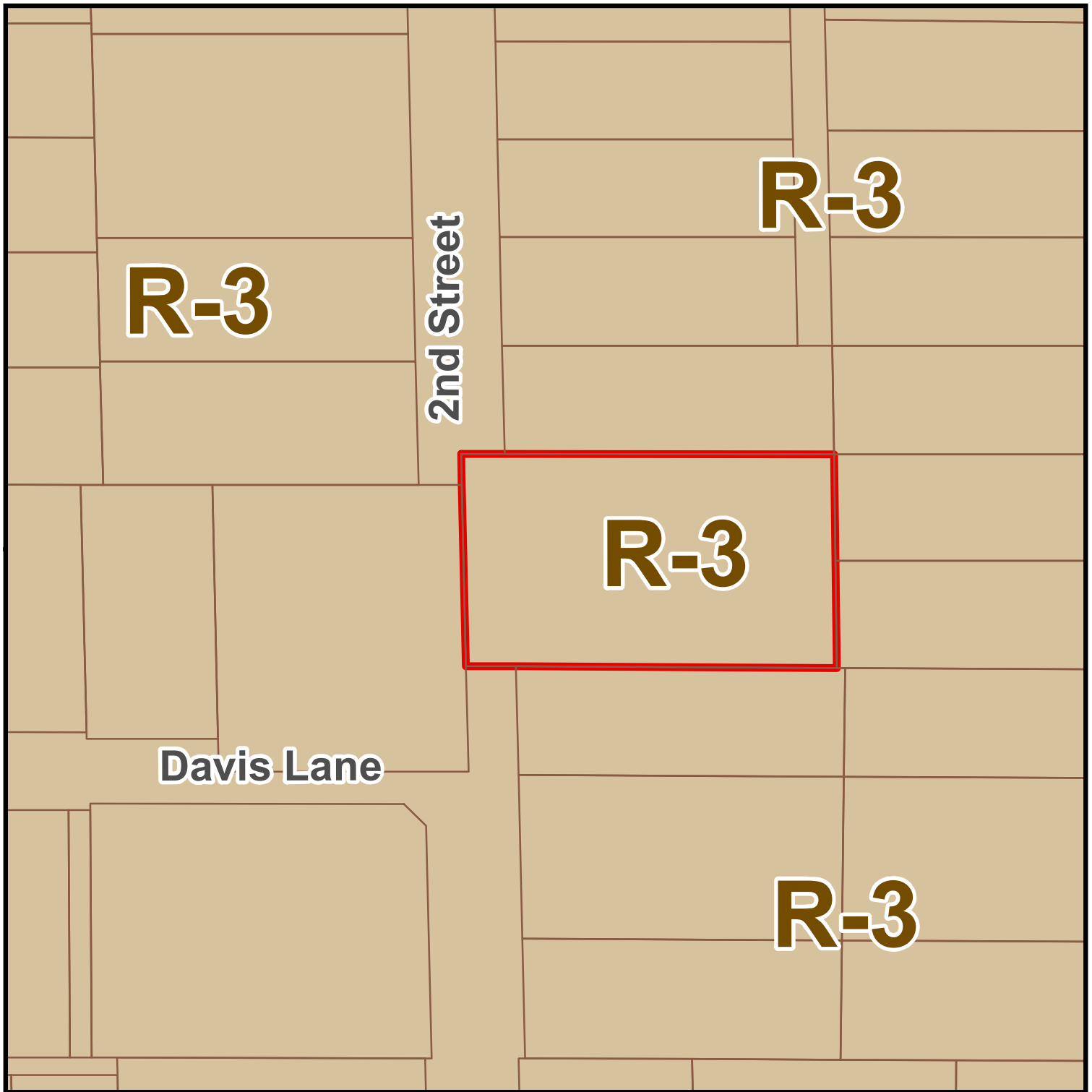


Aerial Photograph



Project Location



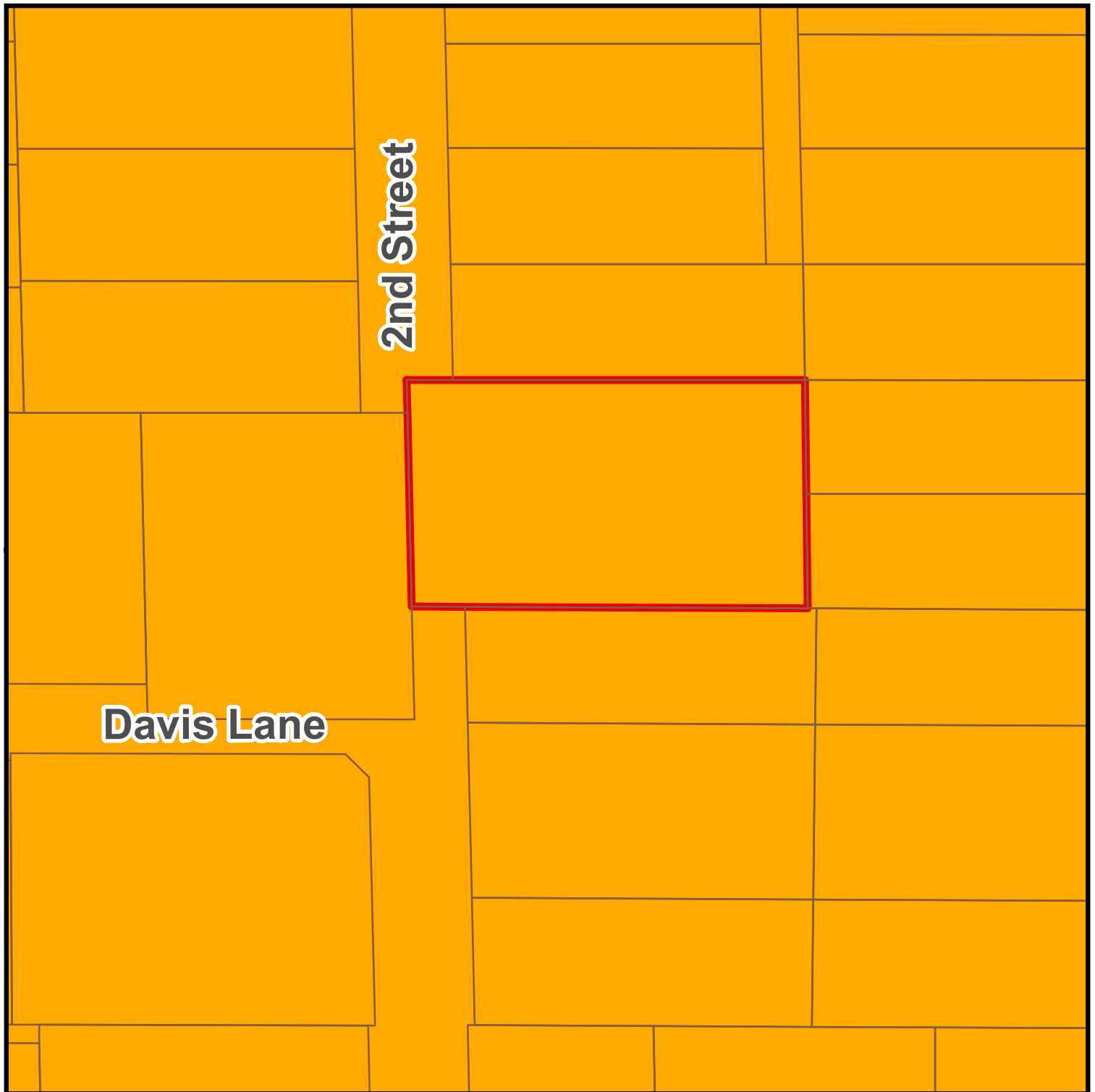


Zoning Vicinity Map



Project Location





General Plan Land Use Map



Project Location



Medium Density Residential



MINOR LAND DIVISION
LOT SPLIT FOR JUAN C. FERNANDEZ GOMEZ
743 S. 2ND ST., AVONDALE, AZ 85353
A PORTION OF THE NORTHWEST QUARTER OF SECTION 15,
TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND
SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION:

STATE OF ARIZONA)
JCS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT JUAN C. FERNANDEZ GOMEZ, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME "LOT SPLIT FOR JUAN C. FERNANDEZ GOMEZ" LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "LOT SPLIT FOR JUAN C. FERNANDEZ GOMEZ", A MINOR LAND DIVISION, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOT AND STREET CONSTITUTING THE SAME AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. JUAN C. FERNANDEZ GOMEZ, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, AS OWNER, HEREBY DEDICATE IN FEE ALL RIGHTS TITLE AND INTEREST TO THE CITY FOR USE AS SUCH, THE STREET RIGHT OF WAYS AS SHOWN ON SAID MAP AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

IN WITNESS WHEREOF: JUAN C. FERNANDEZ GOMEZ, AN MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, AS OWNER, HAS HEREUNTO CAUSED HIS NAME TO BE AFFIXED THIS _____ DAY OF _____ 2019.

BY: _____ OWNER

ACKNOWLEDGEMENT:

STATE OF ARIZONA)
JCS
COUNTY OF MARICOPA)

BEFORE ME THIS _____ DAY OF _____, 2019, JUAN C. FERNANDEZ GOMEZ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC WHO ACKNOWLEDGES HIMSELF TO BE THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT HE AS OWNER, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC EXPIRES

APPROVALS AND ACCEPTANCE OF DEDICATION

MLD APPROVED AND DEDICATED RIGHT-OF-WAY AND EASEMENTS ACCEPTED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, THIS _____ DAY OF _____, 2019.

MAYOR DATE

ATTEST, CITY CLERK DATE

CITY ENGINEER DATE

OWNER:

JUAN C. FERNANDEZ GOMEZ
PHONE: (480) 257-0073

300 W. LOWER BUCKEYE RD.
#141
AVONDALE, AZ 85323

PROPERTY ADDRESS:

743 S. 2ND ST.
AVONDALE, AZ 85323

PARENT PARCEL LEGAL DESCRIPTION:

(PER DEED AS RECORDED IN DOCUMENT No. 2019-0294656, M.C.R.)

THE SOUTH 98.00 FEET OF THE NORTH 610.00 FEET OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 WEST OF GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THAT PORTION ALONG THE WEST SIDE DEDICATED FOR SOUTH 2ND STREET IN THE CITY OF AVONDALE, ARIZONA.

NEW LEGAL DESCRIPTION:

THE SOUTH 98.00 FEET OF THE NORTH 610.00 FEET OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 WEST OF GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 25.00 FEET THEREOF.

ZONE INFORMATION

PARCEL CURRENTLY ZONED R-3

MIN. NET SITE AREA:
1 UNIT FOR EVERY 3,630 SQ. FT.

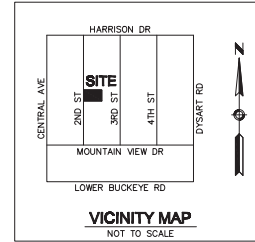
MIN. LOT SIZE: 50' WIDE X 100' DEEP

MAX. BUILDING COVERAGE: 45%

SETBACKS: 25' FRONT, 15' REAR, 20' STREET SIDE,
15' SIDE FOR LOTS WITH NO COMMON WALLS, 0' SIDE
FOR LOTS WITH COMMON WALLS.

MAX. HEIGHT: 30'

NOTE:
SINGLE-FAMILY DETACHED RESIDENTIAL HOMES
CONSTRUCTED WITHIN THE MULTI-FAMILY DISTRICTS
SHALL COMPLY WITH THE R1-6 DEVELOPMENT
STANDARDS OF THE ZONING ORDINANCE.



BASIS OF BEARING:

THE MONUMENT LINE OF 2ND STREET BETWEEN MOUNTAIN VIEW DRIVE AND HARRIZON DRIVE, BEING THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 WEST.
SAID BEARING BEING NORTH 01°22'24" EAST (MEASURED).

BENCHMARK:

NATIONAL GEODETIC SURVEY CONTROL POINT "LBUCK 127".
PUBLISHED ELEVATION = 957.40 (NAVD 1988 DATUM).

REFERENCE DOCUMENTS:

- DEED AS RECORDED IN DOCUMENT No. 2019-0294656, M.C.R. (PARENT PARCEL)
- MINOR LAND DIVISION AS RECORDED IN BOOK 1315 OF MAPS, PAGE 21, M.C.R.

SURVEYOR'S NOTES:

- ALL DIMENSIONS ARE AS MEASURED ON THE GROUND UNLESS INDICATED OTHERWISE.
- THIS SURVEY WAS PERFORMED USING GPS AND TERRESTRIAL EQUIPMENT.
- PROPERTY HAS ACCESS TO 2ND STREET.
- ZONING INFORMATION PER CITY OF AVONDALE ZONING ORDINANCE.

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF MAY, 2019, THAT THE PLAT IS CORRECT AND ACCURATE, THAT THE MONUMENTS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED AND THE LOT CORNERS PERMANENTLY SET.

REGISTERED LAND SURVEYOR

07/29/19
DATE



MILLER LAND SURVEYING
131 S. 20TH ST.
PHOENIX, AZ 85034
602.243.7103

JUAN C. FERNANDEZ GOMEZ
LOT SPLIT FOR JUAN C. FERNANDEZ GOMEZ
MINOR LAND DIVISION

05/31/19
07/29/19
SHEET NUMBER
1 OF 2
PROJECT NUMBER
19130

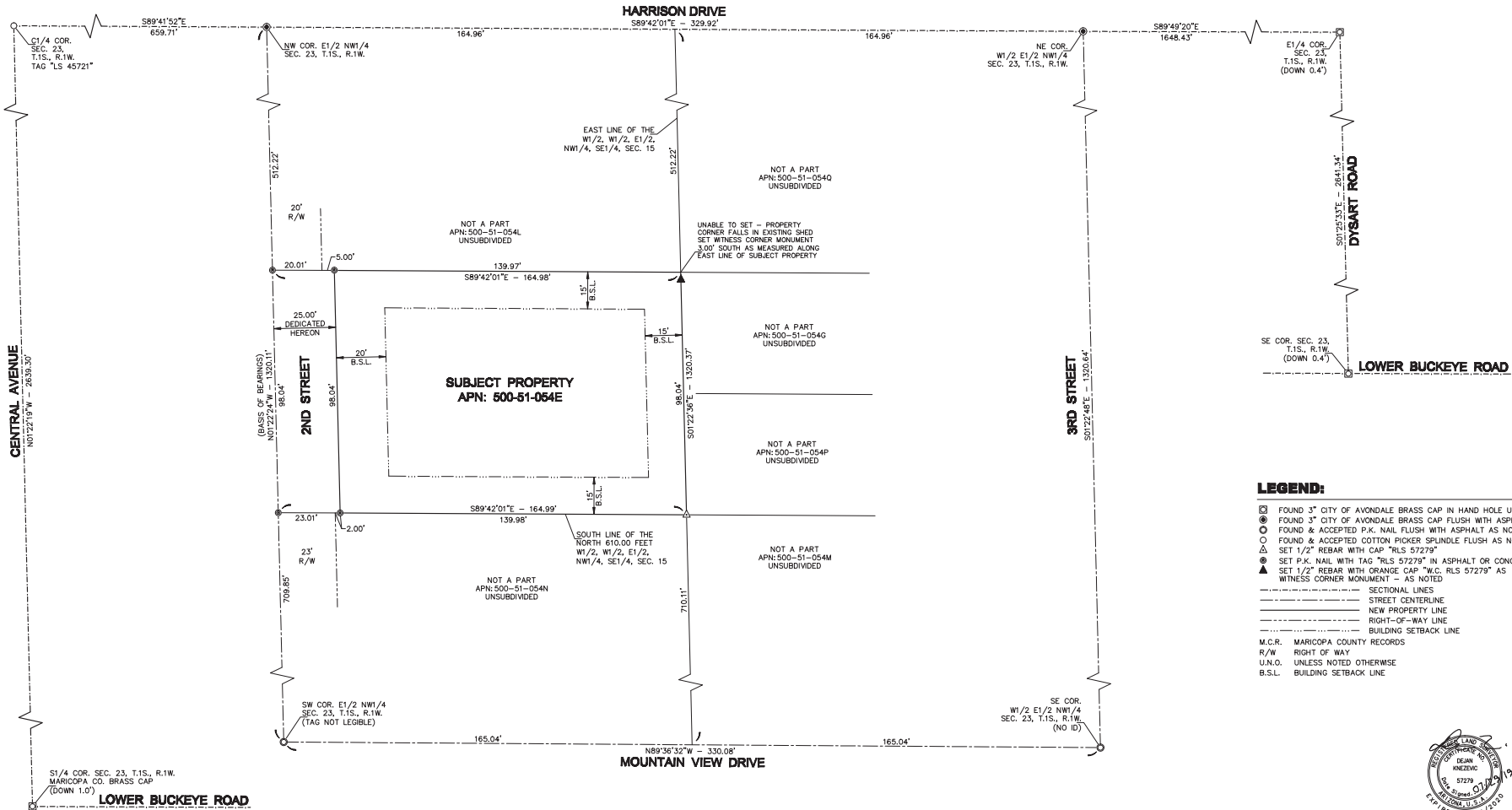
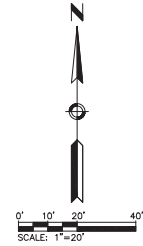
MINOR LAND DIVISION
LOT SPLIT FOR JUAN C. FERNANDEZ GOMEZ
743 S. 2ND ST., AVONDALE, AZ 85353
A PORTION OF THE NORTHWEST QUARTER OF SECTION 15,
TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND
SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA

AREAS:

PARENT PARCEL TOTAL AREA:
±16,169 SQ. FT. / ±0.37119 ACRES

NEW LOT TOTAL AREA:
±13,718 SQ. FT. / ±0.31492 ACRES

DEDICATION TOTAL AREA:
±2,451 SQ. FT. / ±0.05627 ACRES



LEGEND:

- ⊠ FOUND 3" CITY OF AVONDALE BRASS CAP IN HAND HOLE U.N.O.
- ⊙ FOUND 3" CITY OF AVONDALE BRASS CAP FLUSH WITH ASPHALT
- FOUND & ACCEPTED P.K. NAIL FLUSH WITH ASPHALT AS NOTED
- FOUND & ACCEPTED COTTON PICKER SPLINDLE FLUSH AS NOTED
- △ SET 1/2" REBAR WITH CAP "RLS 57279"
- SET P.K. NAIL WITH TAG "RLS 57279" IN ASPHALT OR CONCRETE
- ▲ SET 1/2" REBAR WITH ORANGE CAP "W.C. RLS 57279" AS WITNESS CORNER MONUMENT - AS NOTED
- SECTIONAL LINES
- STREET CENTERLINE
- NEW PROPERTY LINE
- RIGHT-OF-WAY LINE
- BUILDING SETBACK LINE
- M.C.R. MARICOPA COUNTY RECORDS
- R/W RIGHT OF WAY
- U.N.O. UNLESS NOTED OTHERWISE
- B.S.L. BUILDING SETBACK LINE



MILLER LAND SURVEYING
131 S. 20TH ST.
PHOENIX, AZ 85034
602.243.7193

JUAN C. FERNANDEZ GOMEZ
LOT SPLIT FOR JUAN C. FERNANDEZ GOMEZ
MINOR LAND DIVISION

05/31/19
07/29/19
SHEET NUMBER
2 OF 2
PROJECT NUMBER
19130

CITY COUNCIL REPORT

SUBJECT: Resolution 3587-919 and Ordinance 1704-919 Amending City Code Chapter 2, Pertaining to Employee Groups and the Meet and Confer Process

MEETING DATE: 9/9/2019

TO: Mayor and Council

FROM: Gina Montes, Assistant City Manager, (623) 333-1000

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

PURPOSE:

City Council will consider a request to: (a) adopt Ordinance 1704-919 amending Chapter 2 of the Avondale City Code pertaining to Employee Groups and the Meet and Confer process; (b) adopt Resolution 3587-919 expressing the continued city commitment to an open door policy with its employees; and (c) authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale has established an open door policy to facilitate communication between city employees and city management. This policy adopted by the council is designed to facilitate cooperative working relationships that benefit Avondale residents. A part of this policy is the City code provisions recognizing certain employee organizations as the representative of employee groups. The proposed ordinance modifies the City Code to recognize an employee organization as representing an employee group in the Fire and Medical Department.

DISCUSSION:

The proposed ordinance modifies the City Code to recognize an employee organization as representing an employee group within the Fire and Medical Department. The proposed resolution recognizes the City's commitment to an open door environment and provides that nothing forecloses recognizing an organization as representing the Police Department employee group. Additionally, the Council cannot delegate its legislative powers. Current city code provisions mandate two tiers of alternative dispute resolution as part of the meet and confer process which can result in a binding arbitration. The proposed ordinance modifies the code to simplify the alternative dispute resolution process into a single mediation and gives council the final decision making authority in accordance with the Arizona Constitution.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommend that City Council adopt Ordinance No. 1704-919 amending Chapter 2 of the Avondale City Code pertaining to Employee Groups and Memorandum of Understanding and adopt Resolution No. 3587-919 expressing the continued city commitment to an open door policy with its employees.

RESOLUTION NO. 3587-919

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, IN LIGHT OF RECENT CHANGES TO THE MEET AND CONFER PROCESS IN THE CITY CODE, REAFFIRMING THE CITY'S INTEREST IN THE DEVELOPMENT OF AN "OPEN DOOR" POLICY, AND HARMONIOUS AND COOPERATIVE RELATIONS BETWEEN CITY MANAGEMENT, ELECTED OFFICIALS, ADMINISTRATORS AND THE EMPLOYEES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, it is the policy of the City to promote harmonious and cooperative relationships between City management and City employees; and

WHEREAS, it is the policy of the City that City management will have an "open door" to hearing employee concerns; and

WHEREAS, the City values its employees as partners in the City's mission to provide quality services to its citizens; and

WHEREAS, the City has created a structure providing that employee groups as legislatively established by the Council may select an employee organization to represent their interest in bring employee concerns to City Management; and

WHEREAS, it is the City's policy not to interfere in the internal affairs of an employee organization. Further when employee organizations have internal disputes such matters must be resolved by such organization, subject to the City's needs to provide prompt, efficient and quality services to its citizens; and

WHEREAS, the City through its management will maintain a harmonious and cooperative relationship with all of its employees regardless of whether they have an employee organization to represent them; and

WHEREAS, nothing in any council action shall be construed to preclude a legitimate group of employees to establish an organization of their own choice and to seek a legislative determination from the City Council that such group of employees should be recognized and to have their organization recognized as their representative; and

WHEREAS, it is the decision of employees to establish an employee organization and to seek to have the organization recognized by the city council as the legitimate representative of an employee group.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE AS FOLLOWS:

SECTION 1. The City recognizes the rights of its public safety employees to join employee organizations and to have freedom to present proposals and testimony to the City Manager.

SECTION 2. It is a violation of City policy for a person to be discharged, disciplined or discriminated against because of the exercise of these rights.

SECTION 3. The City has elected to recognize employee groups who have internally selected an employee organization to represent them in meeting and discussing or meeting and conferring with the City.

SECTION 4. Nothing in any Council action shall be construed to preclude future recognition of employee groups by the Council that desire to establish an employee organization to represent their interests.

SECTION 5. As a matter of public policy the City will continue to have an open door to employee concerns and work together with our employees to provide quality services to our stakeholders, the citizens and residents of Avondale.

SECTION 6. The Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

SECTION 7: If any section, subsection, sentence, clause, phrase or portion of this resolution 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.

PASSED, AND ADOPTED by the Council of the City of Avondale, September 9, 2019.

[SIGNATURES ON FOLLOWING PAGES]

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

ORDINANCE NO. 1704-919

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING CHAPTER 2 OF THE AVONDALE CITY CODE BY AMENDING SECTION 2-54 PERTAINING TO DEFINITIONS; AND AMENDING SECTION 2-55 PERTAINING TO EMPLOYEE GROUPS; AND AMENDING SECTION 2-65 PERTAINING TO MEMORANDUM OF UNDERSTANDING; AND PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, the City has enacted Section 2-50 of the City Code providing that the citizens of Avondale have a fundamental interest in the development of harmonious and cooperative relations between city management, elected officials, administrators and the employees of the City of Avondale; and

WHEREAS, the City has enacted Section 2-60 of the City Code providing in part that:

1. The City's and City Manager's rights are not subjugated or diminished in any way by an express or implied duty or obligation to "meet and discuss" or "meet and confer".
2. The City has, and will continue to retain whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services. The authority of the City shall not be modified or limited by inference or implication; and

WHEREAS, nothing in this ordinance shall be interpreted to preclude the City from enacting legislation in the future designating employee groups; and

WHEREAS, the designation of an employee group is the City acting through its City Council in a legislative function; and

WHEREAS, that the City, its City Council and City Manager are committed to having harmonious and cooperative relationships with its employees; and

WHEREAS, that the City, its City Council and City Manager value the employees of the City as we work together to provide the best services to our community; and

WHEREAS, that the City, its City Council and City Manager will continue to abide by and implement the Council adopted open door policy and to seek employee input on matters of interest to employees.

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. Chapter 2 of the Avondale City Code is amended by amending Section 2-54 pertaining to Definitions and which shall read as follows:

2-54 - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. All other words shall have the meaning ascribed to them by Chapter 1, Article 1-5 of this Code.

"Budget year" means the twelve-month period of time, beginning July 1 and ending June 30, for which the city council appropriates city funds during its budget process.

"Certification" means the designation by the city manager of an employee organization as the exclusive representative of an employee group for the purpose of meeting with the city manager as specified in this division.

"Confidential employee" means any employee, as determined by the city manager, who has access to financial or other information regarding relations between the city and its recognized employee groups including, but not limited to, information relating to city employment relations issues or who is otherwise in a confidential relationship with city management. The term "confidential employee" also includes any employee who has the opportunity to, or who actually does, influence or advise the city with regard to issues subject to this division.

"Decertification" means the removal of an employee organization designation as the exclusive representative of an employee group.

"Day" means calendar day, unless otherwise stated.

"Employee group" means a defined set of employees, ~~as set forth in section 2-43 below,~~ who are regularly assigned to one (1) department, or group of related functions, of the city and are specifically designated by this division as an employee group.

"Employee organization" means an organization in which city employees within an employee group participate and which exists for the purpose, in whole or in part, of meeting with the city manager as specified in this division.

"Fiscal crisis" means a loss of revenues or change in legal requirements that necessitates a budget change during the fiscal year outside the normal budget process which results in (i) a significant reduction in services to the city; (ii) a reduction in force affecting one (1) or more of the employee groups established by this division; or (iii) enacts a general decrease in salary or material reduction in employee benefits affecting one (1) or more of the employee groups established by this division.

"FMCS" means Federal Mediation and Conciliation Service.

"Non-exempt employee" means employees who, due to the nature of their employment with the city, are eligible for overtime compensation as defined and governed by the Fair Labor Standards Act.

"Non-supervisory employee" means any city employee who does not write performance appraisals, or have authority to recommend the hire, discharge, transfer, suspend, layoff, or discipline other employees, with the exception of fire captains and police sergeants.

"Probationary employee" means an employee in their "original probationary period" as defined by the City of Avondale Policy and Procedures manual.

SECTION 3. Chapter 2 of the Avondale City Code is amended by amending Section 2-55 pertaining to Employee Groups and which shall read as follows:

2-55 - Employee groups.

(a) The following personnel are ineligible for representation under this division:

- (1) Regular, non-probationary city firefighters above the rank of captain.
- (2) Regular, non-probationary city police officers above the rank of sergeant.
- (3) Probationary, temporary, or reserve city firefighters and police officers.

(b) There may be, at the city's discretion, one (1) employee groups within the City of Avondale as limited by subsection (a) of this Section. They shall include:

- (1) Fire employee group - Regular, non-probationary, city firefighters, in all classifications up to and including the rank of captain.

SECTION 4. Chapter 2 of the Avondale City Code is amended by amending Section 2-65 pertaining to Memorandum of understanding and which shall read as follows:

2-65 - Memorandum of understanding.

(a) Nothing in this section shall be construed as to require an employee group to negotiate a memorandum of understanding. However, should they choose to do so, the memorandum of understanding shall be negotiated as provided for in this section.

(b) The term of a memorandum of understanding shall begin on July 1 and shall not exceed two (2) budget years.

(c) In the event of a specific conflict between (1) the City of Avondale Policy and Procedures Manual, city manager's directives, administrative directives, departmental rules and regulations, or work place practices and (2) a memorandum of understanding that results from the process established by this division, the memorandum of understanding will prevail.

(d) The employee organization may submit proposals regarding those items within the scope of the meet and confer process, as defined in section 2-64, that affect the employee group it represents to the city manager. All proposals submitted to the city manager by the employee organization must be in writing and shall specifically delineate the issues that will be discussed in the meet and confer process. Proposals shall be submitted no earlier than September 15 or later than October 15 for the following budget year.

(e) Upon receiving a proposal from an employee organization, the city manager will submit a written response to the employee organization, generally within thirty (30) days.

(f) Generally within ten (10) days from the receipt of the city manager's response, representatives of the employee organization and the city manager will begin "meeting and conferring" in a private session at mutually agreed upon times and places within the city, for the purpose of entering into a written memorandum of understanding relating to the proposals. A meet and confer meeting may not exceed three (3) hours in length unless otherwise mutually agreed. Only those issues identified in the employee organization's initial proposal and those raised in the city manager's response shall be discussed during the meet and confer process, unless otherwise mutually agreed. Meeting ground rules shall be mutually agreed upon and will be adhered to while meeting and conferring.

(g) It is the intent of this section that negotiations occur between city management and full-time city employees who are members of the employee organization. As such, outside negotiators will not be permitted to participate in any meet and confer sessions. On-duty team members from the employee organization shall be released from duty with pay for the duration of the meeting.

(h) The meet and confer process shall involve two (2) negotiating teams, with one (1) team consisting of no more than five (5) members appointed by the city manager, including the city manager or one of his/her assistant city managers, and a second team consisting of no more than five (5) members selected by the employee organization. The minimum number of members necessary to conduct discussions shall be three (3) members from each team. Either negotiating team may have such advisors present as they deem necessary and appropriate. Advisors may observe and provide input but may not actively participate in the negotiation process.

(i) City management and the employee organization are expected to participate in a good faith effort to come to agreement on all issues presented during the meet and confer process.

(j) During the meet and confer process the members and representatives of the employee organization are prohibited from discussing with city elected officials or the news media any information, bargaining strategy, term(s), or issue(s) which are the subject of the meet and confer process between the city and the employee organization. Members and representatives of the employee organization are also prohibited from negotiating or discussing the terms of any memorandum of understanding or agreement independent of the negotiating team with respect to any matter that is the subject of the meet and confer process.

(k) During the meet and confer process city elected officials and management employees are prohibited from discussing with employees or the news media any information, bargaining strategy, term(s) or issue(s) which are the subject of the meet and confer process between the city and the employee group. City elected officials and management employees are also prohibited from negotiating the terms of any agreement and from making any commitment or promise whatsoever to employees independent of the city manager or his/her designee with respect to any matter that is the subject of the meet and confer process.

(l) Unless otherwise provided in this division, during the meet and confer process, all proposals submitted by the employee organization and all counter-proposals submitted by the city manager will remain confidential, to the extent permitted by law, except that they will be available to the city manager, the employee organization representatives, the employees within the employee group, department management personnel, and others upon mutual agreement.

(m) It is the intent of this section that all meeting and conferring occur only between the parties' respective representatives at the times and places specifically agreed to for that purpose.

(n) The city manager and the employee group representative shall reduce all areas of agreement to writing in one or more tentative agreements that shall be signed by both parties. Those areas not in agreement may be withdrawn or shall be outlined as areas in dispute. If agreement on all issues has not been reached by February either the Employee Organization or the City Manager may initiate a request in writing to the other party to engage in mediation.

(o) The mediator shall be selected by mutual agreement of the parties. The cost for the services of the mediator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the City and the Employee Organization. The mediator will control the procedural aspects of the mediation. There will be no direct communication between the parties without the concurrence of the mediator. The mediator will be free to meet and communicate separately or jointly with each party. The mediation will continue until: (1) a settlement is reached; or (2) one of the parties withdraws from the process; or (3) the mediator concludes and informs the parties that further attempts at resolution will not be useful.

(p) If the parties fail to develop mutually acceptable settlement terms on or after March 1, the mediator may, before terminating the procedure, submit to the parties a recommended settlement proposal. The parties agree in good faith to consider such proposal and discuss the same. In the event the settlement recommendations of the mediator are not acceptable to both parties, the issues in dispute shall be submitted to the City Council.

(q) No later than March 31, the City Council shall conduct a meeting to address those items provided by the Employee Organization and public employer pursuant to subsection (n) where agreement was not reached. At that meeting the City Council will provide an opportunity for the Employee Organization and public employer to present their positions on those items. Following presentations, the City Council shall provide direction concerning the items in dispute. The City Council's directions on the disputed items, together with the tentative agreements, shall serve as a proposed memorandum of understanding ("Proposed MOU").

(r) Following a City Council meeting described in Subsection (q), the City shall provide the Proposed MOU to the Employee Organization for ratification. If the Employee Organization ratifies the Proposed MOU, the Proposed MOU will be presented to the City Council for consideration at the next regularly scheduled City Council meeting. If the Employee Organization does not ratify the Proposed MOU, the City Council shall take such action as it deems in the public interest, including the interest of the employees involved. Such City Council action may include adopting a resolution prescribing work rules, compensation, and other meet and confer items. If a mediator has submitted recommendations to the City Council pursuant to Subsection (p), the City Council may reject, accept or modify any recommendations of the mediator.

SECTION 5. If any section, subsection, sentence, clause or phrase 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 of this Ordinance.

SECTION 6. This Ordinance shall become effective in the manner provided by law.

SECTION 7. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, September 9, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

CITY COUNCIL REPORT

SUBJECT: Public hearing - Resolution 3584-919 General Plan 2030 Minor Text Amendment and Resolution 3585-919 Minor Map Amendment, The BLVD Specific Plan - Application PL-19-0151

MEETING DATE: 9/9/2019

TO: Mayor and Council

FROM: Tracy Stevens, Deputy City Manager

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

PURPOSE:

City Council will hold a public hearing and consider a request to: (a) adopt Resolution 3584-919 approving a Minor General Plan Text Amendment; (b) adopt Resolution 3585-919 approving a Minor General Plan Land Use Map Amendment related to the City's The BLVD Specific Plan (formerly City Center Specific Plan); and (c) authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The proposed Text Amendment will amend the existing City Center land use categories that reflect the six new land use "Districts" proposed as part of The BLVD Specific Plan. The proposed Map Amendment will apply the new land use designations to approximately 356 acres generally bounded by the I-10 Freeway, Coldwater Springs Boulevard, 113th Avenue, and 117th Avenue. Additionally, the proposed Map Amendment will revise the land use designation of approximately 87.6 acres located at the northeast corner of 119th Avenue and Van Buren Street to Mixed Use; this portion of land is proposed to be removed from the City Center/The BLVD area as part of the accompanying update. The Council will take appropriate action.

BACKGROUND:

The Avondale General Plan 2030 (GP2030) was approved by City Council in April 2012 and ratified by Avondale voters in August of that same year. Since ratification, the GP2030 has helped to further Avondale's aspiration of becoming a "Healthy, Sustainable Community".

Adopted in 2008, the City Center Specific Plan (CCSP) establishes a framework of streets, land uses, parks, and building form intended to create an active area with a variety of residential unit types, employment centers, and various active pedestrian-oriented uses for an approximate 402-acre area roughly bounded by the I-10 Freeway on the north, Coldwater Springs Boulevard on the south, 113th Avenue on the east, and 119th Avenue on the west. Correspondingly, GP2030 includes a "City Center" land use intended to accommodate development in accordance with the vision outlined in the current CCSP. Likewise, the GP2030 Land Use Map applies the City Center land use category, with sub-categories corresponding to the CCSP's Land Use Map, to the properties within the current CCSP boundaries.

In November 2018, the City Council provided direction to update and amend the CCSP and provide a more flexible framework that will assist in attracting development to the area. With this direction, Staff is processing an update to the CCSP, to be heard by City Council as a separate agenda item this evening. The proposed update, if approved, will reduce the plan area boundary to 356 acres, reevaluate land uses within the plan area, create new "sub-districts" reflective of the updated vision, and rename the area from the City Center to

“The BLVD (The Boulevard)”.

Upon approval of the new The BLVD Specific Plan ("The BSP"), the GP2030's City Center land use category and the application of the City Center land use designation to the original 402-acre area will no longer be in conformance with the adopted vision for the area. To rectify this issue and bring the General Plan into direct conformance with the new The BSP, a General Plan Text Amendment, to create a new "The BLVD" land use category and related sub-categories, and a General Plan Land Use Map Amendment, to apply the new category to the land within the revised Specific Plan boundary, are required.

SUMMARY OF REQUEST:

The proposed request involves two components, a Minor Text Amendment to GP2030 and a corresponding Minor Land Use Map Amendment.

Proposed Text Amendment

As noted previously, upon adoption of the new The BLVD Specific Plan, the GP2030's City Center land use category will no longer reflect the vision of City Council for development in the plan area. As such, a Text Amendment to delete the City Center category and replace it with a new The BLVD category is necessary. The proposed new The BLVD category (Exhibit A) includes six sub-categories, or sub-districts, that directly reflect the vision as established in the updated specific plan.

The BLVD land use is designed to accommodate development of an active, pedestrian-friendly urban environment with a mix of uses and varying scales of density and intensity. Expected uses, levels of intensity, and density vary depending on the six sub-districts. A brief description of each sub-district follows:

- **Gateway District:** This category is intended to accommodate development of commercial uses that will act as catalysts and spur demand for development in the remainder of The BLVD. Commercial uses that would typically be classified as development catalysts include, but may not be limited to, post-secondary education campuses, medical campuses and/or hospitals, resort hotels, or 4-story or greater class-A corporate headquarters. In addition to catalyst type uses, large urban form residential developments (target density of a minimum 22 dwelling units per acre) that serve to increase population in The BLVD, 2 to 4 story mid-rise offices, and urban form retail and restaurant uses are appropriate in this land use.
- **Village District:** This category is intended to accommodate more conventional retail, restaurant, office, employment, and urban-form multi-family residential uses (target density of a minimum 18 dwelling units per acre), all with a strong pedestrian-oriented emphasis and contemporary urban design that interfaces with and creates a presence on adjacent streets. Development in the Village District will generate a diversity of activity to attract people to the area and support The BLVD as a whole. Convenience uses that cater more to automobiles than pedestrians, for example drive-through restaurants, are limited in this land use.
- **Park Avenue District:** This category will accommodate development of The BLVD's core. The Park Avenue District will be centered around a large gathering area to accommodate and function as the place for local casual or formal events and activities that will bring people to The BLVD, create a vibrant, active street scene, and in turn, support local business. Land uses within the Park Avenue District are to include a mix of hotel, retail, restaurant, sports, entertainment, theater, cultural, multi-family residential (target density of a minimum 22 dwelling units per acre), studio, office, and education, all designed to interface with adjacent streets in an urban manner and feature modern, contemporary design. Retail and restaurant uses should be designed immediately adjacent to well-connected open spaces to create an active destination. Convenience uses such as drive-through

restaurants are to be limited in this land use.

- **Residential District:** This category is intended to accommodate development of higher density, urban form housing in proximity the Park Avenue District, The BLVD's core. Development within this district can include a broad range of housing types including attached single-family (e.g. townhomes), apartments, and condominiums. Housing should take the form of both for-ownership and for-rent product types to appeal to various lifestyle choices. "Garden apartments" and other inwardly focused residential types are discouraged in favor of urban rowhomes, townhomes, and other residential types that strongly interface with adjacent streets and contribute to the overall sense of community within the The BLVD. The target density is a minimum of 18 dwelling units per acre, though product types under 18 DU/acre can be supported if they are part of a larger development that, overall, meets the minimum target density. Adjacent to existing single-family residential areas, residential uses in this land use should provide a transition of density and scale.
- **Neighborhood District:** This category is intended to accommodate development of detached single-family residences and attached townhomes within a target density range of 4 to 12 dwelling units per acre. Housing in this land use will provide families with an opportunity to reside in close proximity to an active, urban area, but in a more suburban-style home.
- **Promenade District:** This category will accommodate suburban-style retail, restaurant, services, and office development serving residents of The BLVD and surrounding neighborhoods. The character and form of development in this land use will be more suburban than in the other The BLVD districts, but with a pedestrian-oriented focus.

Proposed Land Use Map Amendment

A General Plan Land Use Map Amendment is needed to apply the proposed new The BLVD land use category to the properties located within the boundary of The BSP, replacing the existing City Center designation on those properties. Application of The BLVD category and corresponding sub-categories conforms directly to the land use map contained within the proposed Specific Plan.

Additionally, as noted previously, a reduction in the overall The BLVD land area is proposed as part of the update to The BSP. Specifically, removal of the approximate 87.6 acres of land located north of Van Buren Street, south of I-10, west of 117th Avenue and east of 119th Avenue is recommended in The BSP. Accordingly, this Land Use Map Amendment will revise the designation of the excluded property from City Center to Mixed Use, allowing for future development of a proportionate mixture of commercial and residential uses, serving as a transition to the more intense, more urban vision for The BLVD area.

PUBLIC PARTICIPATION:

City Staff held a neighborhood meeting to discuss the proposed GP2030 Text and Map Amendments at 6:00 P.M. on Tuesday, August 13, 2019. The meeting was held in the Mojave Conference Room in Avondale City Hall. The meeting was advertised in the July 24, 2019 edition of the Arizona Republic. Four notification signs, which include information on the request along with details of the neighborhood meeting date, time, and location, were erected throughout The BLVD area on July 24, 2019. Additionally, all property owners within The BLVD and within 1,000 feet of the perimeter boundary were notified of the neighborhood meeting via postcards sent on July 17, 2019. Except for Staff, no persons attended the Neighborhood Meeting.

One person, a resident in the Coldwater Springs community, phoned Staff concerning the request. The resident had general questions and did not indicate support for or opposition to the request.

No comments related to the proposal have been posted on the City's aVOICE digital forum. Nine persons have viewed the information about the request on that site.

All required notifications for this hearing have been completed. All property owners within The BLVD as well as those within 1,000 feet of the perimeter boundary were notified of the time, date, and location of this meeting via postcards sent on July 23, 2019. The four meeting notification signs located throughout The BLVD area were posted with the time, date, and location of this meeting on July 24, 2019. Lastly, the meeting was advertised in the Wednesday, July 31, 2019 edition of the Arizona Republic.

PLANNING COMMISSION ACTION:

Planning Commission conducted a public hearing on August 15, 2019 and voted 5-0 to recommend **APPROVAL** of the proposed Minor General Plan Text and Map Amendments. The Commission had no questions or comments on the General Plan Amendment requests. One person submitted a speaker card in support of the request; no members of the audience spoke on the item.

ANALYSIS:

With adoption of the new The BLVD Specific Plan, the GP2030 will, for a short time, be out of conformance with the Specific Plan. Approval of the proposed Text and Map Amendments is necessary to re-establish General Plan conformance with the Plan and to ensure that the General Plan reflects the City's most current vision for development of The BLVD Specific Plan.

The proposed new The BLVD land use category and six related sub-categories are in direct conformance with the proposed Specific Plan in regard to land uses, desired development form, and desired density/intensity of development. Likewise, the proposed Map Amendment is in direct conformance with the land use map contained within the proposed The BSP.

Approval of these Amendments will ensure that two of the three Planning documents governing development of property in The BLVD area are uniform and consistent. The third, the City Center zoning district (CCD), is also being revised to reflect The BSP and will be presented for recommendation as part of the City's comprehensive Zoning Ordinance update at this evening's meeting.

Conclusion:

Staff recommends approval of the proposed GP2030 Text Amendment and Land Use Map Amendment.

DISCUSSION:

- The proposed Amendments are in direct conformance with The BLVD Specific Plan as proposed and are necessary to maintain the General Plan's conformance with The BSP.
- The proposed Amendments are an improvement to the General Plan 2030 and are not solely for the good or benefit of a particular landowner(s).
- The proposed Amendments will not adversely impact the community as a whole or any portion of the community.
- The proposed Amendments are consistent with the overall intent of the General Plan and other adopted plans, codes, and ordinances.

STRATEGIC PLAN:

INITIATIVE: Foster sustainable community development

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

INITIATIVE: Create and support diverse recreation & education opportunities

- STRATEGIC GOAL: Pursue private development of sports, entertainment and hospitality amenities.

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

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

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

City Council should conduct a public hearing and **ADOPT** the Resolution approving Application PL-19-0151, a City-initiated request for a Minor Text Amendment and Minor Land Use Map Amendment to General Plan 2030 related to the City's The BLVD Specific Plan update.

PROPOSED MOTION:

I move that City Council accept the findings and **ADOPT** the Resolution approving application PL-19-0151, a City-initiated request for a Minor Text Amendment and Minor Land Use Map Amendment to General Plan 2030 related to the City's The BLVD Specific Plan update.

RESOLUTION NO. 3584-919

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE GENERAL PLAN BY APPROVING A MINOR TEXT AMENDMENT RELATING TO THE COMMERCIAL LAND USE CATEGORIES.

WHEREAS, the City of Avondale General Plan (the “2012 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 (the “City”) on August 28, 2012; and

WHEREAS, the 2012 Plan establishes the authority and procedures for various amendments to the 2012 Plan; and

WHEREAS, the City Council desires to adopt a minor amendment to the 2012 Plan relating to the commercial land use categories (the “Minor Text Amendment”); and

WHEREAS, pursuant to the General Plan, the proposed change does not conflict with the goals and policies of the City Center Specific Plan; and

WHEREAS, on July 22, 2019 the City Council approved a name change for the Avondale City Center to The BLVD (The Boulevard); and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the 2012 Plan, the City has given notice to and provided all neighboring cities, Maricopa County, the Maricopa Association of Governments, the Arizona Department of Commerce, all local school districts and the Gila River Indian Community the opportunity for comment on the Minor Text Amendment; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the 2012 Plan, the City has consulted with, advised and provided the opportunity for public comment on the Minor Text Amendment; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the 2012 Plan, the City Planning Commission (i) held a public hearing on the proposed Minor Text Amendment on August 15, 2019, and (ii) provided notice of such hearing by publication on July 31, 2019, after which public hearing the City Planning Commission recommended approval of the Minor Text Amendment; and

WHEREAS, pursuant to the 2012 Plan, the City Council (i) held a public hearing on the proposed Minor Text Amendment on September 9, 2019, and (ii) provided notice of such hearing by publication on July 31, 2019; and

WHEREAS, the City Council finds and determines that (i) proper notice of the proposed amendment has been given in a manner required by ARIZ. REV. STAT. § 9-461 *et seq.*, and (ii) each of the required publications have been made.

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 by modifying the Commercial (Economic Vitality) land-use categories (p. 46) as follows:

. . .

➤ ~~City Center~~ **THE BOULEVARD (THE BLVD)**

Land use category TO ACCOMMODATE DEVELOPMENT OF AN ACTIVE, PEDESTRIAN-FRIENDLY URBAN ENVIRONMENT WITH A MIX OF USES AND VARYING SCALES OF DENSITY AND INTENSITY. EXPECTED USES, LEVELS OF INTENSITY, AND DENSITY VARY BY “DISTRICTS” WITHIN THE BLVD. SIX DISTRICTS, EACH WHICH IS FURTHER DEFINED IN THE BLVD SPECIFIC PLAN, ARE INCLUDED: ~~to accommodate the more intense use of the I-10 Freeway and Avondale Boulevard. This category is planned as a pedestrian-oriented district with tree-lined streets, shops on the ground floor, and small plazas and parks. Land uses include Gateway Employment, Employment Mixed Use, Residential Mixed Use, Neighborhood Commercial, and Townhouse Residential further defined in the City Center Specific Plan.~~

- **GATEWAY** - DISTRICT TO ACCOMMODATE DEVELOPMENT OF COMMERCIAL USES THAT WILL ACT AS CATALYSTS AND SPUR DEMAND FOR DEVELOPMENT IN THE REMAINDER OF THE BLVD. COMMERCIAL USES THAT WOULD TYPICALLY BE CLASSIFIED AS DEVELOPMENT CATALYSTS INCLUDE, BUT MAY NOT BE LIMITED TO, POST-SECONDARY EDUCATION CAMPUSES, MEDICAL CAMPUSES AND/OR HOSPITAL, RESORT HOTELS, OR 4-STORY OR GREATER CLASS-A CORPORATE HEADQUARTERS. IN ADDITION TO CATALYST TYPE USES, LARGE URBAN FORM RESIDENTIAL DEVELOPMENTS (TARGET DENSITY OF A MINIMUM 22 DU/ACRE) THAT INCREASE POPULATION IN THE BLVD, 2 TO 4-STORY MID-RISE OFFICES, AND URBAN FORM RETAIL/RESTAURANT USES ARE APPROPRIATE IN THE GATEWAY DISTRICT.
- **VILLAGE** - DISTRICT TO ACCOMMODATE MORE CONVENTIONAL RETAIL, RESTAURANT, OFFICE, EMPLOYMENT AND URBAN-FORM MULTI-FAMILY RESIDENTIAL USES (TARGET DENSITY OF A

MINIMUM 18 DU/ACRE), ALL WITH A STRONG PEDESTRIAN-ORIENTED EMPHASIS ON PEDESTRIAN-ORIENTATION AND CONTEMPORARY URBAN DESIGN THAT INTERFACES WITH AND CREATES A PRESENCE ON ADJACENT STREETS. DEVELOPMENT IN THE VILLAGE DISTRICT WILL GENERATE A DIVERSITY OF ACTIVITY TO ATTRACT PEOPLE TO THE AREA AND SUPPORT THE BLVD AS A WHOLE. CONVENIENCE USES THAT CATER MORE TO AUTOMOBILES THAN TO PEDESTRIANS, FOR EXAMPLE DRIVE-THROUGH RESTAURANTS, ARE LIMITED IN THIS DISTRICT.

- **PARK AVENUE** - DISTRICT TO ACCOMMODATE DEVELOPMENT OF THE CORE OF THE BLVD AREA. THE PARK AVENUE DISTRICT WILL BE CENTERED AROUND A LARGE GATHERING AREA TO ACCOMMODATE AND FUNCTION AS THE PLACE FOR LOCAL CASUAL OR FORMAL EVENTS AND ACTIVITIES THAT WILL BRING PEOPLE TO THE BLVD, CREATE A VIBRANT, ACTIVE STREET SCENE, AND, IN TURN, SUPPORT LOCAL BUSINESS. LAND USES WITHIN THE PARK AVENUE DISTRICT ARE TO INCLUDE A MIX OF HOTEL, RETAIL, RESTAURANTS, SPORTS, ENTERTAINMENT, THEATER, CULTURAL, MULTI-FAMILY RESIDENTIAL (TARGET DENSITY OF A MINIMUM 22 DU/AC), STUDIOS, OFFICE, AND EDUCATION THAT IS ALL DESIGNED TO INTERFACE WITH ADJACENT STREETS IN AN URBAN MANNER AND FEATURING MODERN, CONTEMPORARY DESIGN. RETAIL AND RESTAURANT USE SHOULD BE DESIGNED IMMEDIATELY ADJACENT TO OPEN SPACE TO PROMOTE PEDESTRIAN REFUGE AREAS, CREATE A DESTINATION, AND MINIMIZE PARKING IMMEDIATELY ADJACENT TO THE SPACE. THE SPACE SHALL BE WELL-CONNECTED TO STREETS, PEDESTRIAN TRAILS, AND BIKEWAYS. CONVENIENCE USES THAT CATER MORE TO AUTOMOBILES THAN TO PEDESTRIANS, FOR EXAMPLE DRIVE-THROUGH RESTAURANTS, ARE LIMITED IN THIS DISTRICT.
- **RESIDENTIAL** - DISTRICT TO ACCOMMODATE DEVELOPMENT OF HIGHER DENSITY HOUSING IN PROXIMITY TO THE PARK AVENUE DISTRICT CORE. DEVELOPMENT WITHIN THE RESIDENTIAL DISTRICT CAN INCLUDE A BROAD RANGE OF OPTIONS TO INCLUDE ATTACHED SINGLE-FAMILY, APARTMENTS, TOWNHOMES, AND/OR CONDOMINIUMS. HOUSING MAY TAKE THE FORM OF BOTH FOR-OWNERSHIP AND FOR-RENT PRODUCT TO APPEAL TO VARIOUS LIFESTYLE CHOICES. THE EXPECTATION FOR THIS AREA IS TO INCLUDE HIGHLY-AMENITIZED LUXURY LIVING, URBAN FORM RESIDENTIAL THAT FITS WITHIN AN URBAN, ENTERTAINMENT DISTRICT. “GARDEN APARTMENTS” AND OTHER INWARDLY FOCUSED RESIDENTIAL TYPES MORE COMMON IN SUBURBAN

SETTINGS SHOULD BE DISCOURAGED IN FAVOR OF URBAN ROWHOMES, TOWNHOMES, OR OTHER RESIDENTIAL TYPES THAT ARE OUTWARDLY FOCUSED, MORE STRONGLY INTERFACED WITH THE STREET, AND CONTRIBUTE TO AN OVERALL SENSE OF COMMUNITY WITHIN THE BLVD AT LARGE. THE TARGET DENSITY SHOULD BE A MINIMUM OF 18 DU/AC. PRODUCT TYPES UNDER 18 DU/AC CAN OCCUR AS PART OF A LARGER MIXED DENSITY/HEIGHT RESIDENTIAL DEVELOPMENT THAT MEETS THE OVERALL TARGET DENSITY. ADJACENT TO THE EXISTING HOMES SOUTH OF THE RESIDENTIAL DISTRICT, THE RESIDENTIAL USES SHOULD PROVIDE A TRANSITION OF DENSITY AND SCALE. SMALL LOT SINGLE-FAMILY RESIDENTIAL ATTACHED HOMES MAY BE APPROPRIATE AS A TRANSITIONAL DENSITY IN THE RESIDENTIAL DISTRICT.

- **NEIGHBORHOOD** - DISTRICT TO ACCOMMODATE DETACHED SINGLE-FAMILY RESIDENTIAL AND ATTACHED TOWNHOMES WITH A TARGET DENSITY RANGING FROM 4 TO 12 DWELLING UNITS, PROVIDING FAMILIES WITH AN OPPORTUNITY TO RESIDE IN CLOSE PROXIMITY TO AN ACTIVE URBAN AREA, BUT IN A MORE SUBURBAN-STYLE HOME.
- **PROMENADE** - DISTRICT TO ACCOMMODATE SUBURBAN-STYLE RETAIL, RESTAURANT, SERVICES, AND OFFICE DEVELOPMENT FOR RESIDENTS IN THE BLVD AND SURROUNDING AREA. THE CHARACTER AND FORM OF DEVELOPMENT IN THE PROMENADE DISTRICT WILL BE MORE SUBURBAN THAN IN THE OTHER BLVD DISTRICTS, WITH A PEDESTRIAN-ORIENTED FOCUS. DRIVE-THROUGH USES SUCH AS RESTAURANTS, BANKS, PHARMACIES, AND SIMILAR ARE APPROPRIATE IN THE PROMENADE DISTRICT.

. . .

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.

[SIGNATURES ON FOLLOWING PAGE]

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

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

RESOLUTION NO. 3585-919

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE GENERAL PLAN TO RENAME THE CITY CENTER DISTRICT AND CHANGE THE LAND-USE DESIGNATION FOR THE CITY CENTER DISTRICT.

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, on July 22, 2019 the City Council approved a name change for the Avondale City Center to The BLVD (The Boulevard); and

WHEREAS, the City Council desires to amend the General Plan to (i) change the name of the Avondale City Center to The BLVD (The Boulevard) and (ii) change the land-use designation for The Boulevard, from a combination of Employment Mixed Use, Residential Mixed Use, Gateway Employment, Townhouse Residential and Neighborhood Commercial to a combination of new land-use designations Gateway District, Village District, Park Avenue District, Neighborhood District, Residential District, Promenade District and Mixed Use (the “General Plan Amendment”); and

WHEREAS, pursuant to the General Plan, the proposed change does not conflict with the goals and policies of the City Center Specific Plan; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City of Avondale (the “City”) has consulted with, advised and provided the opportunity for public comment on the General Plan Amendment; and

WHEREAS, all due and proper notice of the public hearings on the General Plan Amendment held before the City of Avondale Planning Commission (the “Commission”) and the City Council was given in the time, form and substance required 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 August 15, 2019, 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 September 9, 2019.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The General Plan is hereby amended to (i) change the name of the City Center to The BLVD (The Boulevard) and (ii) change the land-use designation for The Boulevard, as more particularly depicted on Exhibit A, attached hereto and incorporated herein by reference, from a combination of Employment Mixed Use, Residential Mixed Use, Gateway Employment, Townhouse Residential and Neighborhood Commercial to a combination of new land-use designations Gateway District, Village District, Park Avenue District, Neighborhood District, Residential District, Promenade District and Mixed Use.

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, September 9, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

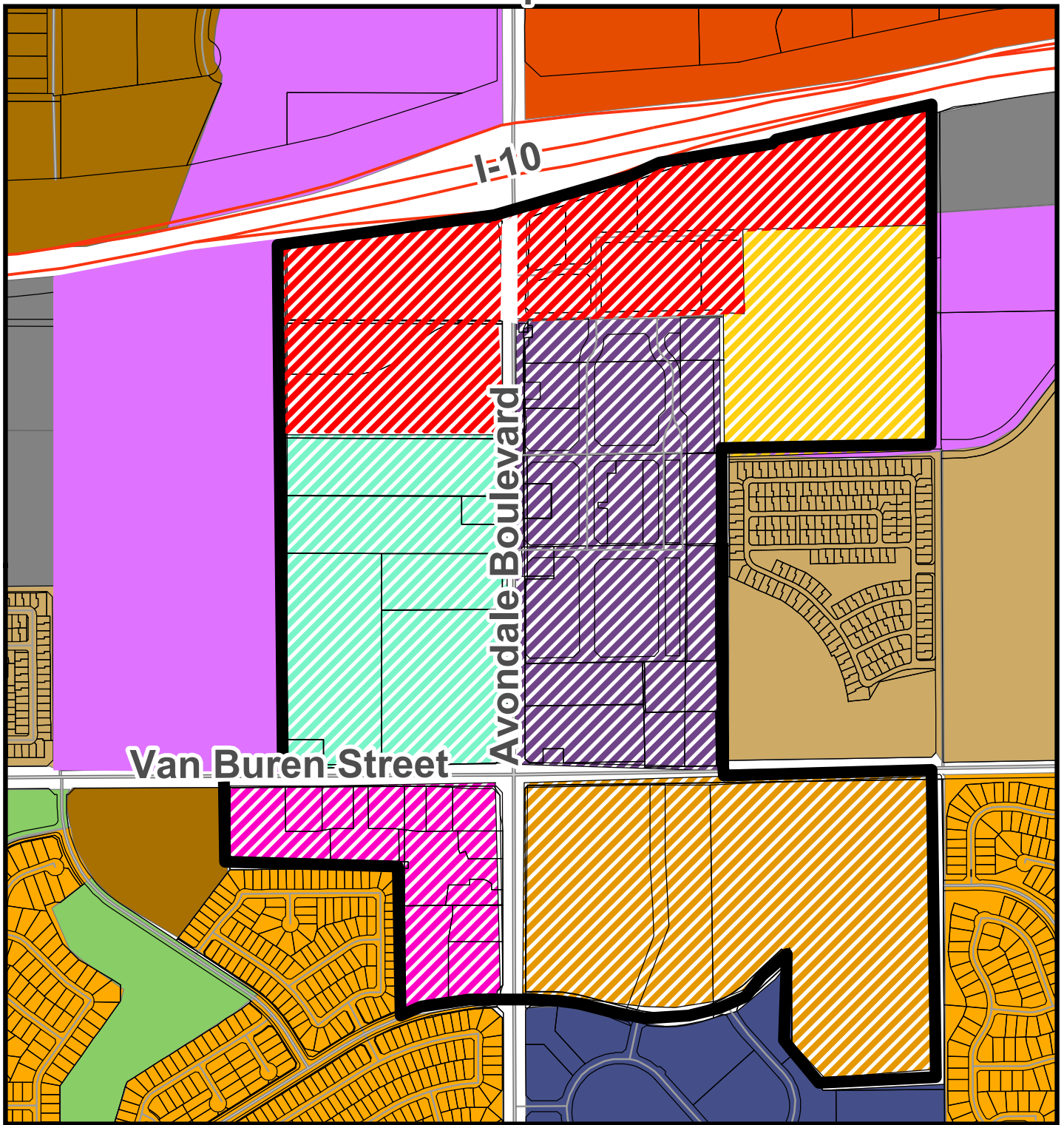
Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3585-919

[General Plan Amendment Map]

See following page.

The BLVD Specific Plan



Proposed General Plan Land Use Map

- | | |
|--|---|
|  Gateway District |  Neighborhood District |
|  Village District |  Residential District |
|  Park Avenue District |  Promenade District |
| |  Mixed Use |

 Plan Boundary



Exhibit A

Proposed General Plan Text Amendment

Page 46: 2012 Plan Map Land Use Categories, Commercial (Economic Vitality)

Proposed General Plan Text Amendment – Draft

2012 PLAN MAP LAND USE CATEGORIES

Commercial (Economic Vitality)

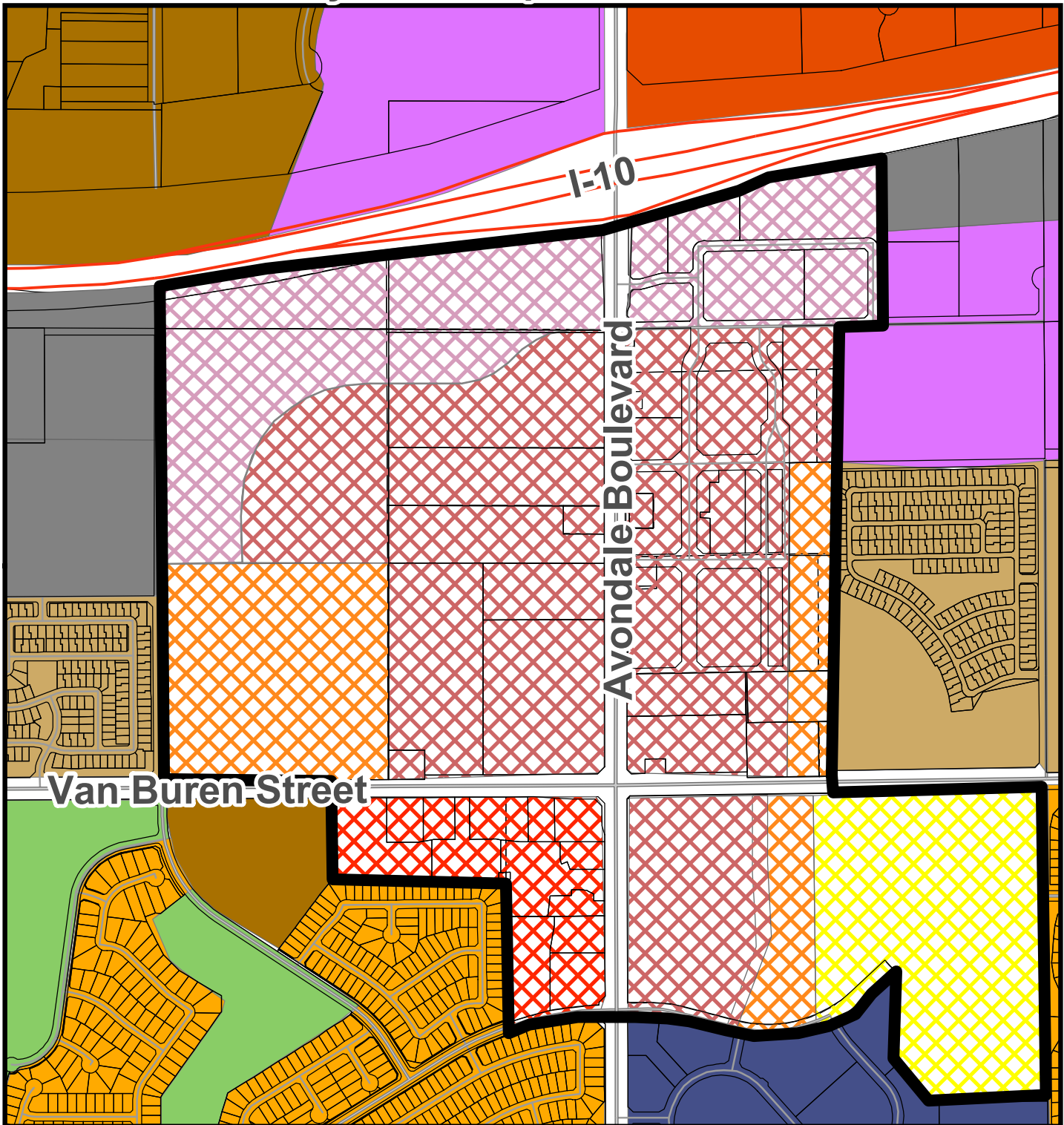
➤ THE BOULEVARD (THE BLVD) ~~City Center~~

Land use category TO ACCOMMODATE DEVELOPMENT OF AN ACTIVE, PEDESTRIAN-FRIENDLY URBAN ENVIRONMENT WITH A MIX OF USES AND VARYING SCALES OF DENSITY AND INTENSITY. EXPECTED USES, LEVELS OF INTENSITY, AND DENSITY VARY BY “DISTRICTS” WITHIN THE BLVD. SIX DISTRICTS, EACH WHICH IS FURTHER DEFINED IN THE BLVD SPECIFIC PLAN (THE BSP), ARE INCLUDED: ~~to-a-accommodate-the-more-intense-use-of-the-I-10-Freeway-and-Avondale Boulevard. This category is planned as a pedestrian-oriented district with tree-lined streets, shops on the ground floor, and small plazas and parks. Land uses include Gateway Employment, Employment Mixed Use, Residential Mixed Use, Neighborhood Commercial, and Townhouse Residential further defined in the City Center Specific Plan.~~

- GATEWAY – DISTRICT TO ACCOMMODATE DEVELOPMENT OF COMMERCIAL USES THAT WILL ACT AS CATALYSTS AND SPUR DEMAND FOR DEVELOPMENT IN THE REMAINDER OF THE BLVD. COMMERCIAL USES THAT WOULD TYPICALLY BE CLASSIFIED AS DEVELOPMENT CATALYSTS INCLUDE, BUT MAY NOT BE LIMITED TO, POST-SECONDARY EDUCATION CAMPUSES, MEDICAL CAMPUSES AND/OR HOSPITAL, RESORT HOTELS, OR 4-STORY OR GREATER CLASS-A CORPORATE HEADQUARTERS. IN ADDITION TO CATALYST TYPE USES, LARGE URBAN FORM RESIDENTIAL DEVELOPMENTS (TARGET DENSITY OF A MINIMUM 22 DU/ACRE) THAT INCREASE POPULATION IN THE BLVD, 2 TO 4-STORY MID-RISE OFFICES, AND URBAN FORM RETAIL/RESTAURANT USES ARE APPROPRIATE IN THE GATEWAY DISTRICT.
- VILLAGE – DISTRICT TO ACCOMMODATE MORE CONVENTIONAL RETAIL, RESTAURANT, OFFICE, EMPLOYMENT AND URBAN-FORM MULTI-FAMILY RESIDENTIAL USES (TARGET DENSITY OF A MINIMUM 18 DU/ACRE), ALL WITH A STRONG PEDESTRIAN-ORIENTED EMPHASIS ON PEDESTRIAN-ORIENTATION AND CONTEMPORARY URBAN DESIGN THAT INTERFACES WITH AND CREATES A PRESENCE ON ADJACENT STREETS. DEVELOPMENT IN THE VILLAGE DISTRICT WILL GENERATE A DIVERSITY OF ACTIVITY TO ATTRACT PEOPLE TO THE AREA AND SUPPORT THE BLVD AS A WHOLE. CONVENIENCE USES THAT CATER MORE TO AUTOMOBILES THAN TO PEDESTRIANS, FOR EXAMPLE DRIVE-THROUGH RESTAURANTS, ARE LIMITED IN THIS DISTRICT.
- PARK AVENUE - DISTRICT TO ACCOMMODATE DEVELOPMENT OF THE CORE OF THE BLVD. THE PARK AVENUE DISTRICT WILL BE CENTERED AROUND A LARGE GATHERING AREA TO ACCOMMODATE AND FUNCTION AS THE PLACE FOR LOCAL CASUAL OR FORMAL EVENTS AND ACTIVITIES THAT WILL BRING PEOPLE TO THE BLVD, CREATE A VIBRANT, ACTIVE STREET SCENE, AND, IN TURN, SUPPORT LOCAL BUSINESS. LAND USES WITHIN THE PARK AVENUE DISTRICT ARE TO INCLUDE A MIX OF HOTEL, RETAIL, RESTAURANTS, SPORTS, ENTERTAINMENT, THEATER, CULTURAL, MULTI-FAMILY

RESIDENTIAL (TARGET DENSITY OF A MINIMUM 22 DU/AC), STUDIOS, OFFICE, AND EDUCATION THAT IS ALL DESIGNED TO INTERFACE WITH ADJACENT STREETS IN AN URBAN MANNER AND FEATURING MODERN, CONTEMPORARY DESIGN. RETAIL AND RESTAURANT USE SHOULD BE DESIGNED IMMEDIATELY ADJACENT TO OPEN SPACE TO PROMOTE PEDESTRIAN REFUGE AREAS, CREATE A DESTINATION, AND MINIMIZE PARKING IMMEDIATELY ADJACENT TO THE SPACE. THE SPACE SHALL BE WELL-CONNECTED TO STREETS, PEDESTRIAN TRAILS, AND BIKEWAYS. CONVENIENCE USES THAT CATER MORE TO AUTOMOBILES THAN TO PEDESTRIANS, FOR EXAMPLE DRIVE-THROUGH RESTAURANTS, ARE LIMITED IN THIS DISTRICT.

- RESIDENTIAL – DISTRICT TO ACCOMMODATE DEVELOPMENT OF HIGHER DENSITY HOUSING IN PROXIMITY TO THE PARK AVENUE DISTRICT CORE. DEVELOPMENT WITHIN THE RESIDENTIAL DISTRICT CAN INCLUDE A BROAD RANGE OF OPTIONS TO INCLUDE ATTACHED SINGLE-FAMILY, APARTMENTS, TOWNHOMES, AND/OR CONDOMINIUMS. HOUSING MAY TAKE THE FORM OF BOTH FOR-OWNERSHIP AND FOR-RENT PRODUCT TO APPEAL TO VARIOUS LIFESTYLE CHOICES. THE EXPECTATION FOR THIS AREA IS TO INCLUDE HIGHLY-AMENITIZED LUXURY LIVING, URBAN FORM RESIDENTIAL THAT FITS WITHIN AN URBAN, ENTERTAINMENT DISTRICT. “GARDEN APARTMENTS” AND OTHER INWARDLY FOCUSED RESIDENTIAL TYPES MORE COMMON IN SUBURBAN SETTINGS SHOULD BE DISCOURAGED IN FAVOR OF URBAN ROWHOMES, TOWNHOMES, OR OTHER RESIDENTIAL TYPES THAT ARE OUTWARDLY FOCUSED, MORE STRONGLY INTERFACED WITH THE STREET, AND CONTRIBUTE TO AN OVERALL SENSE OF COMMUNITY WITHIN THE BLVD AT LARGE. THE TARGET DENSITY SHOULD BE A MINIMUM OF 18 DU/AC. PRODUCT TYPES UNDER 18 DU/AC CAN OCCUR AS PART OF A LARGER MIXED DENSITY/HEIGHT RESIDENTIAL DEVELOPMENT THAT MEETS THE OVERALL TARGET DENSITY. ADJACENT TO THE EXISTING HOMES SOUTH OF THE RESIDENTIAL DISTRICT, THE RESIDENTIAL USES SHOULD PROVIDE A TRANSITION OF DENSITY AND SCALE. SMALL LOT SINGLE-FAMILY RESIDENTIAL ATTACHED HOMES MAY BE APPROPRIATE AS A TRANSITIONAL DENSITY IN THE RESIDENTIAL DISTRICT.
- NEIGHBORHOOD - DISTRICT TO ACCOMMODATE DETACHED SINGLE-FAMILY RESIDENTIAL AND ATTACHED TOWNHOMES WITH A TARGET DENSITY RANGING FROM 4 TO 12 DWELLING UNITS, PROVIDING FAMILIES WITH AN OPPORTUNITY TO RESIDE IN CLOSE PROXIMITY TO AN ACTIVE URBAN AREA, BUT IN A MORE SUBURBAN-STYLE HOME.
- PROMENADE – DISTRICT TO ACCOMMODATE SUBURBAN-STYLE RETAIL, RESTAURANT, SERVICES, AND OFFICE DEVELOPMENT FOR RESIDENTS IN THE BLVD AND SURROUNDING AREA. THE CHARACTER AND FORM OF DEVELOPMENT IN THE PROMENADE DISTRICT WILL BE MORE SUBURBAN THAN IN THE OTHER BLVD DISTRICTS, WITH A PEDESTRIAN-ORIENTED FOCUS. DRIVE-THROUGH USES SUCH AS RESTAURANTS, BANKS, PHARMACIES, AND SIMILAR ARE APPROPRIATE IN THE PROMENADE DISTRICT.

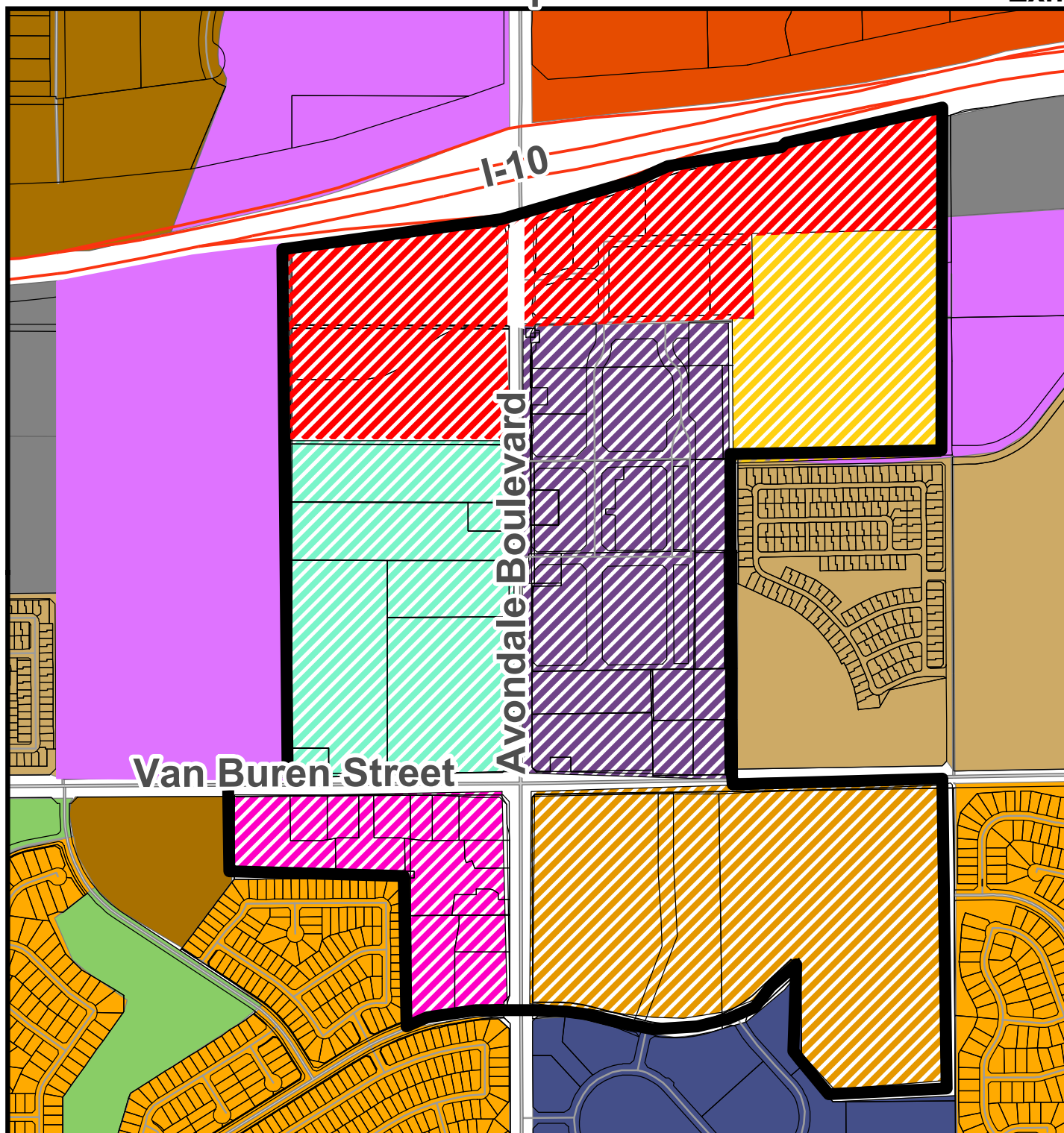


Current General Plan Land Use Map

- | | |
|---|---|
|  Employment Mixed Use |  Townhouse Residential |
|  Residential Mixed Use |  Neighborhood Commercial |
|  Gateway Employment | |

 Plan Boundary





Proposed General Plan Land Use Map

- | | |
|--|---|
|  Gateway District |  Neighborhood District |
|  Village District |  Residential District |
|  Park Avenue District |  Promenade District |
| |  Mixed Use |

 Plan Boundary



CITY COUNCIL REPORT

SUBJECT: Public hearing - Resolution 3586-919 - The BLVD Specific Plan (City Center Specific Plan Update) - Application PL-19-0075

MEETING DATE: 9/9/2019

TO: Mayor and Council

FROM: Tracy Stevens, Deputy City Manager

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

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Resolution 3586-919 approving The BLVD (The Boulevard) Specific Plan, previously named the City Center Specific Plan and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. This Plan is intended to reflect evolving conditions impacting the implementation of the adopted Vision for The BLVD. The intent of the update is to reflect the City's current level of expectation for a quality, unique, and pedestrian-friendly The BLVD area that will create a place of significance in Avondale. The Council will take appropriate action.

BACKGROUND:

Adopted in 2008, the City Center Specific Plan (CCSP) is comprised of 402 acres along Avondale Boulevard between Interstate 10 (I-10) and Van Buren Street. The Specific Plan establishes a framework of streets, land uses, parks, and building form intended to create an active area with a variety of residential unit types, employment centers, and various active pedestrian-oriented uses. The City Council re-established the vision for the plan in 2012 and was successful in the development of the American Sports Center and transit center.

In November 2018, the City Council provided direction to update the plan and provide a more flexible framework that will assist in attracting development to the area. The City Council's vision remains strong to see the City Center develop as a prominent entertainment destination with a strong sense of place based on current and future market conditions.

The purpose of the Specific Plan update is to provide guidance for and create a unique, iconic, and pedestrian-friendly destination within the core of Avondale. The intent of the update is to reflect the City's current level of expectation for a high-quality destination that will create a place of significance in Avondale. It is understood that the overriding goal of the Plan and supporting documents is to create a vibrant entertainment district that lends itself to family-oriented activities, shopping, dining, professional offices, and mid to high density housing.

The proposed plan, recently named The BLVD (The Boulevard) Specific Plan, includes a mix of uses with housing options from higher density urban form apartments and townhouses to detached single-family residential; land use districts and a core to make this area a destination and an experience; gathering spaces, pedestrian and bike path linkages, access to the Van Buren multi-use path, and a central open space for gatherings and events; a day-to-night concept with a live/work/play environment; six distinct land use districts which provide individual function while also relating to one another; and pedestrian access to and from both

sides of Avondale Boulevard.

A City Council Work Session was held on May 6, 2019, in which Council provided guidance on the Specific Plan update. Staff revised the document to reflect the requested changes to form the proposed The BLVD Specific Plan. In response to Council's comments, the Plan focuses on several innovative ideas to drive the design framework for placemaking in City Center including: Get people out of their cars and into the space while ensuring sufficient parking is provided today and well into the future; Locate the primary gathering place interior to the core; Establish a visual connection from the edge to the core; Providing complementary land use outside of the core District; and allow for future intensification. The Specific Plan is designed with urban form (particularly on the east side of the planning area) in mind in order to attract the people and events that make a place special. The desired type of development is encouraged to be an average height of 2-story buildings or taller with a mix of uses provided horizontally or vertically on individual developments throughout the district boundary. Hotels should be designed with a minimum of 4 stories and outdoor dining options with patios that are sited onto open space. The BLVD is designed to take advantage of market desires today with a plan for intensification in the future, while minimizing the drive through type uses to certain areas.

The most important district that should be developed with more intense uses is the Park Avenue District, the area's core. Planning in this area should reflect the potential for street and pedestrian connectivity in the future, parking provided at lower rates per 1,000 square feet of use to respond to increased alternative transportation options, residential wrapped parking garages, or office over structured parking and a completed framework of open spaces and plazas. Commercial and residential components should interact to provide safe, comfortable, and inviting connections from the residences to the commercial businesses which is key for the success of the area.

In addition, artwork is essential for The BLVD. Artistic walks or placement of art along the linear park and open space areas will create a vibrant experience which is further identified in the City of Avondale Art Master Plan. In the Park Avenue District, areas where patrons and residents can gather for a leisurely stroll, play a game of ping pong, run through a splash pad, listen to music, study, socialize, or engage in a friendly competition of Jenga or Cornhole is the vision for the area. Prominent pedestrian-oriented retail nodes area also planned at the main entries into the districts and adjacent to the intersections of Van Buren Street, Corporate Drive, Roosevelt Street, City Center Drive, and Avondale Boulevard.

A City Council Work Session was held on July 22, 2019, in which Council reviewed the draft Plan and decided on a new name, The BLVD Specific Plan. Council commented on providing pedestrian access to and from the west and east sides of Avondale Boulevard and ideas for the central plaza/open space area.

In conjunction with The BLVD Specific Plan, a General Plan amendment is being processed to amend land uses and the land use map to align with the new Specific Plan. Also, the City's Zoning Ordinance will be revised creating a new Opt-In zoning process while also keeping the current City Center (CCD) zoning district in the Zoning Ordinance. Individual properties will be eligible to be rezoned to the new district or may choose to keep the existing CCD zoning. All projects are subject to approval by the City Council and in accordance with the updated Specific Plan's district concepts, circulation, open space, and development form. This will allow individual properties more flexibility with customized zoning. The 80 acres immediately to the west of the proposed City Center boundary has been removed from the planning area a new application for a General Plan amendment and rezoning will be submitted separately.

The BLVD Specific Plan, General Plan amendment, and Zoning Ordinance Text Amendment are scheduled this evening for City Council's adoption.

PUBLIC PARTICIPATION:

A neighborhood meeting was held on May 7, 2019. There were six attendees. Four people represented the Allison Trust property which surrounds the City's corner property at Avondale Boulevard and Van Buren

Street. The representatives liked the intent of the plan's revisions and are interested in marketing the land for development. A man who lives in Roosevelt Park attended to gather information and learn about what is planned for the area. A woman attended who resides in the nearby area and would like to see the area develop. Staff was asked questions regarding when will the land develop, what uses are allowed, is the new plan less restrictive, where will parking be provided, and will the plan develop as shown or can that change. All attendees seemed supportive of the plan update and seeing the area develop.

In addition, Staff has met with some individual property owners who have taken an interest in the plan update. Some owners are actively discussing development options. Two Ad-Hoc meetings were also conducted with area property owners who provided valuable input into the shaping of the revised plan.

The complete The BLVD Specific Plan draft has been placed on the department webpage and was provided to City Council and property owners for review.

PLANNING COMMISSION ACTION:

Planning Commission conducted a public hearing on August 15, 2019 and voted 5-0 to recommend **APPROVAL** of the proposed The BLVD Specific Plan update. Commission asked Staff if The BLVD would develop with a single developer or multiple developers. Staff responded that the area would develop with individual developers. Commission asked Staff about the market analysis asking who was the market consultant, have developers provided input, and will The BLVD have Class A office development. Staff responded that Elliott D. Pollack & Company prepared the market analysis, property owners, brokers, and developers provided input on the Plan, and the City is actively marketing The BLVD and would like to see Class A office develop. Commission asked Staff if each development will come back to them for review. Staff responded that individual property rezoning will be completed through a new Opt-In process administratively; however, the site plan will come back to Commission and Council. One person submitted a speaker card in support of the request; no members of the audience spoke on the item.

DISCUSSION:

During the City Council Work Session in May, the need for flexibility in how The BLVD develops, allowing individuality amongst projects, developing parcel by parcel, and incorporating usable amenities within the Park Avenue District was discussed. The BLVD Specific Plan provides flexibility with development proposals allowing for various uses in each land use district and development form guidelines encouraging a walkable, pedestrian-friendly area. The plan includes major land uses desired including residential, retail, hospitality, and office. The new land use districts include the Gateway District, Village District, Residential District, Neighborhood District, Park Avenue District, and Promenade District. The Park Avenue District is centrally-located and includes City-owned property and buildings. A marketing plan is under development to being marketing these properties to potential developers.

The land use categories reflect development opportunities in conjunction with the market analysis. The proposed new land uses, if approved, would replace the existing land uses as well as serve as a rebranding of the area. The proposed land use plan identifies districts that define appropriate use locations to build a successful project.

In addition, an illustrative conceptual plan has been prepared to identify potential building placement, open space, circulation, and density along the east side of the specific plan area proposed as the Park Avenue District. This is only a concept and ultimate building placement and open space design will occur comprehensively as each parcel develops. Staff is also working with potential developers on both sides of the proposed planning area. During this Specific Plan update, City Staff has been contacted by prospective retail and residential developers and has been working with the existing property owners to launch preliminary concepts upon the plan's update and completion. This Plan will take into consideration the recent text amendment changes to the previously named CCSP for the property on the northwest corner of Avondale Boulevard and Van Buren Street. These projects would fit well within the proposed land use plan.

Staff recommends the Plan's overall land area be reduced from 402 acres to approximately 356 acres removing the western 80 acres which is under one landowner. The recommendation is also to include additional property, approximately 34 acres, to the east along Roosevelt Street for a future residential development. A new name, brand, marketing program, and implementation steps will occur for the proposed area. In addition, new sections in the plan include District Concepts, Circulation, Development Form, and Implementation Strategies.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

City Council should conduct a public hearing and **ADOPT** the Resolution approving Application PL-19-0075 The BLVD Specific Plan (City Center Specific Plan Update).

PROPOSED MOTION:

I move that City Council **ADOPT** the Resolution approving Application PL-19-0075 The BLVD Specific Plan (City Center Specific Plan Update).

RESOLUTION NO. 3586-919

**A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, AMENDING THE CITY CENTER SPECIFIC PLAN.**

WHEREAS, the City Center Specific Plan (the “CCSP”) was adopted by Council of the City of Avondale (the “City Council”) on August 11, 2008, as amended, covering the 402 acres of land along Avondale Boulevard between Interstate 10 and Van Buren Street (the “City Center”); and

WHEREAS, the City of Avondale (the “City”) retained consultants to assist in undertaking an extensive process to update the plan and provide a more flexible framework that will assist in attracting development to City Center (the “CCSP Update”) and to set forth land use and design guidelines consistent with the City Council’s vision for the area; and

WHEREAS, the Zoning Administrator has determined that the CCSP Update does not conflict with the goals and policies of the CCSP and the City of Avondale General Plan; and

WHEREAS, the City Council held work sessions to receive input and review the CCSP Update on May 6, 2019 and July 22, 2019; and

WHEREAS, on July 22, 2019, the City Council approved a name change for the City Center to The BLVD (Boulevard); and

WHEREAS, all due and proper notices of the public hearings held by the City of Avondale Planning Commission (the “Commission”) and by the City Council were given in the time, form and substance required by ARIZ. REV. STAT. § 9-461.09; and

WHEREAS, on August 15, 2019, the Commission held a public hearing on the CCSP Update, after which hearing the Commission recommended approval; and

WHEREAS, the City Council held a public hearing on the CCSP Update on September 9, 2019; and

WHEREAS, the City Council desires to amend the City Center Specific Plan by adopting the CCSP Update.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The City Center Specific plan is hereby amended and renamed The BLVD (The Boulevard) Specific Plan as forth in the CCSP Update attached hereto as Exhibit A.

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, September 9, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3586-919

[CCSP Update]

See following pages.

CCSP UPDATE

SEPTEMBER 9, 2019



The BLVD Specific Plan

(The Boulevard)

The BLVD Specific Plan (The Boulevard) - Table of Contents

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- Vision
- Planning Context and Character
- Surrounding Land Uses
- Existing Development within The BLVD Planning Area

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1.2 Administration

- Plan Organization
- A Policy Plan
- Development Review Process

2.0 The BLVD Specific Plan Districts

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- Circulation
 - Multimodal Street Components
 - Proposed Street Network
 - Cross-sections

2.1 Development Form

- Site Planning
- Building Placement
- Open Space and Art
- Landscaping and Drainage
- Parking
- Buildings

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3.1 Development Goals and Strategies

3.2 Funding Strategies

- Development Financing Opportunities
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- Avondale City Center Market Analysis (The BLVD)

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- Figure 2-3 Avondale Boulevard Street Cross-section 1
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- Figure 2-5 Roosevelt Street – Avondale Boulevard to 117th Avenue Cross-section 3
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- Figure 2-7 Park Avenue Cross-section 5
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- Figure 2-10 Open Space Connectivity

TABLES

- Table 2-1 Permitted Use Types
- Table 3-1 Development Goals and Strategies

RESOLUTION NO. 3586-919

(To Be Inserted)

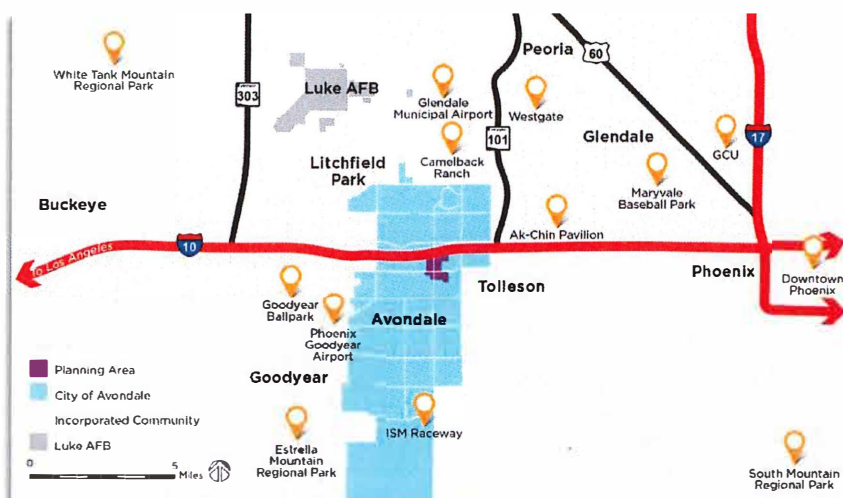


1.0 Introduction

Overview

The City of Avondale is located 15 miles west of downtown Phoenix with access to two major freeways (Interstate 10 and State Highway Loop 101). With several hundred acres of accessible and developable greenfield land, the City of Avondale is situated to become a thriving, “18-hour edge city”.

Figure 1-1 Regional Area



According to the Urban Land Institute's, 'Emerging Trends in Real Estate', the "24-hour City" concept is maturing to include urban environments that are not open in the early morning hours and instead provide an "18-hour" environment supported by a mix of jobs, shops, restaurants, and entertainment. This emerging environment has begun to spur investment in well-positioned edge cities that support the urban core.

The BLVD Specific Plan (The Boulevard herein as The BSP), "the Plan", is a specific area that implements the General Plan by providing development and design guidance for new development within the planning area. The Plan is comprised of six sub-districts that make up the total planning area of approximately 356 acres and is intended to encourage land use integration that supports the development of an active, economically thriving and vibrant, mixed-use destination. Through a coordinated public and private effort, the Plan relies on four guiding principles to develop the Plan. These principles are:

- Encourage well-placed, well-designed higher density residential developments
- Create a walkable, livable, 18-hour city environment
- Encourage a broad mix of residential, office, retail, and entertainment
- Foster high-quality development reflective of present-day market conditions while preserving the opportunity for the area to intensify in the future

Through these principles, the Plan focuses on uses that will stimulate growth and establish a live, work, play environment by creating the appropriate balance of retail shops, unique restaurants, entertainment uses, expanded hotel offerings, employment opportunities, and residential uses. In short, The BLVD is intended to be the heart of a thriving and vibrant core of Avondale.

Purpose

The purpose of The BSP is to assist in the creation of a unique, iconic, and pedestrian-friendly destination within the core of Avondale. This will be accomplished not only through sound planning guidance, but by the efforts of both public and private investment. The BSP planning area has seen public investment through the expansion of transportation and utility infrastructure as well as the development of Avondale Sports Center (ASC). This investment has spurred some limited private development investment with the emerging hospitality and supportive retail core. Additional short and long-term, public/private investment will be necessary to realize the vision of the Plan.



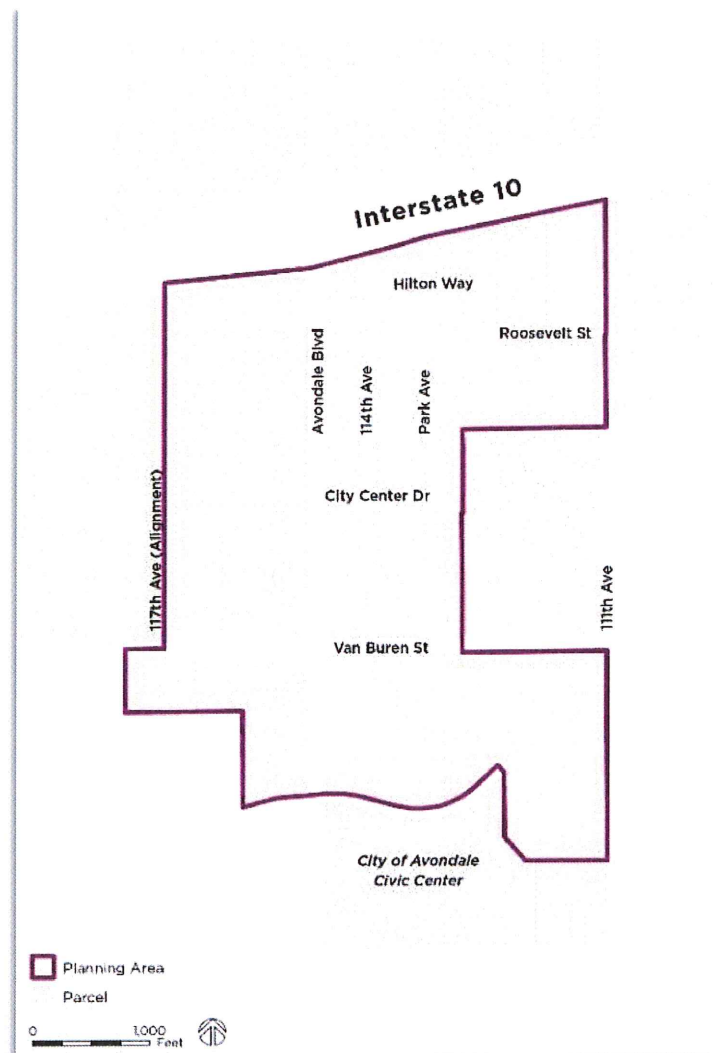
Vision

Through a coordinated public and stakeholder engagement effort, a vision for the Plan was established. The BSP is the “heart” of the Avondale community. A pedestrian-oriented district with generous landscaping, shops on the ground floor, small plazas, and parks that can provide Avondale’s growing population with an exciting mixed-use environment featuring meeting places, shopping, dining, residential office, and sports uses. Residential neighborhoods are planned where people can live in townhouses or apartments and walk to shopping and restaurants. Businesses will be attracted to the area because it provides a unique employment district where workers can walk to eat lunch, do errands, or go to meetings.

Planning Context and Character

The Plan comprises approximately 356 acres along Avondale Boulevard in a highly visible and easily accessible location within the City and the region (see Figure 1-2). The BSP has an existing arterial street system with Avondale Boulevard and Van Buren Street. Avondale Boulevard is a major thoroughfare for ISM Raceway traffic in south Avondale.

Figure 1-2 The BSP Planning Area



Develop the BLVD Specific Plan in order to implement the Council’s vision for Avondale Boulevard as a premier destination for shopping, restaurants, and entertainment, with exciting mixed- use development to include hotels, quality higher density housing, professional office space, an atmosphere that is fun, pedestrian-friendly and conducive to daytime and nighttime activities.

Surrounding Land Uses

Surrounding land uses to The BSP include:

NORTH

The northern boundary of the planning area is formed by Interstate 10.

SOUTH

The Avondale Civic Center exists to the south of the planning area. The municipal complex includes City buildings, Council Chambers, a library, and an outdoor amphitheater. Also, the campus includes City buildings for public and private office space.

EAST

Land uses adjacent to the eastern boundary include vacant land, agricultural land, multi-family, and single-family residential development.

WEST

Land uses adjacent to the western boundary include vacant land, agricultural land, multi-family, and single-family residential development.

Existing Development within The BLVD Planning Area

Existing development within The BSP planning area include the following:

RANDALL MCDANIEL SPORTS COMPLEX. American Sports Centers is the current tenant of the city-owned facility on the east side of Avondale Boulevard. ASC is the largest indoor multi-sport facility in Arizona and hosts a variety of tournaments, leagues, classes, and clinics for athletes of all ages. The ASC facility includes 6 volleyball courts, 4 basketball courts, 2 indoor soccer fields, and a 4,000 square foot multi-purpose room for special events. In addition, there are two proposed outdoor sand volleyball courts on the east side of the sports center.

AVONDALE TRANSIT CENTER. The City of Avondale completed the Avondale Transit Center, located north of the American Sports Centers, which includes 380 parking stalls, bus stops, and pedestrian-oriented amenities. Transit services available from the transit center include fixed-route bus service, park and ride, Phoenix Dial-A-Ride, and ADA Service.

RETAIL. Additionally, approximately 25,000 square feet of retail space is positioned directly in front of the sports center with anchors such as a fitness tenants, gourmet popcorn, and a restaurant.

COLDWATER SPRINGS PROMENADE This retail shopping center is located at the southwest corner of the planning area and is approximately 50% developed with retail and restaurant tenants including a retail pharmacy and a fitness center.

RESTAURANTS. One restaurant (Culver's) exist at the northeast corner of Avondale Boulevard and Roosevelt Street in proximity to the hotel uses north of Roosevelt Street.



HOTEL ACCOMMODATIONS. Two hotels exist within the planning area including the Hilton Garden Inn and Homewood Suites by Hilton. Additional hotels are planned or under construction to support The BSP area providing visitors and locals hotel accommodations.

1.1 General Plan

A concurrent Text and Map Amendment to the Avondale General Plan 2030 is being processed so that the General Plan 2030 reflects the uses and vision for The BLVD as identified in this Plan.

1.2 Administration

Plan Organization

The BSP lays out detailed provisions for land use, circulation, open space, and urban design, along with an implementation plan. The Plan is organized as follows:

Chapter 1 of this document, background Information, summarizes the major conclusions determined during the team's initial research about the site context and existing conditions.

Chapter 2 presents the urban design framework by establishing the land use categories/District concepts. This framework is designed to foster pedestrian-oriented mixed-use development consisting of a distinct mix of retail, restaurant, office, residential, full-service hotels, and entertainment uses.

In *Chapter 3*, the Implementation guidelines are presented.

A Policy Plan

The BSP is a policy plan. The provisions are guidelines which will serve as a guide for evaluating proposed developments. The quantitative provisions of the Plan establish targets and provide a basis for project review, but they are not mandatory standards. The primary goal of the Plan is to ensure that the overall desired character and intensity of development is achieved in The BLVD as projects are built over time. Applicants may submit projects that meet the overall intent of the Plan but do not comply with all the development guidelines. Any project application should include an explanation of how the project meets the overall objectives and guidelines of the Specific Plan, and a justification for any departures from the Plan.

Development Review Process

Most of the future development within The BSP area will require one or more of the following types of applications, as described below:

- **Annexation.** Any properties that are not currently within the City limits must apply for annexation and be accepted according to the City's standard procedures.
- **Zoning.** All properties require proper zoning prior to development. The City will create a new Opt-In zoning process while also keeping the current City Center (CCD) zoning district in the Zoning Ordinance. Individual properties will be eligible to be rezoned to the new district, The BLVD District (The BLVDD), or may choose to keep the existing CCD zoning.
- **Design Review.** An application for Site Plan and Architectural Review must be submitted and approved by the City Council prior to approval of any construction plans for new development. The site plans, building elevations, building sections, landscape plans, and other components of this application will need to be consistent with The BSP and comply with all zoning requirements.





2.0 The BLVD Specific Plan Districts

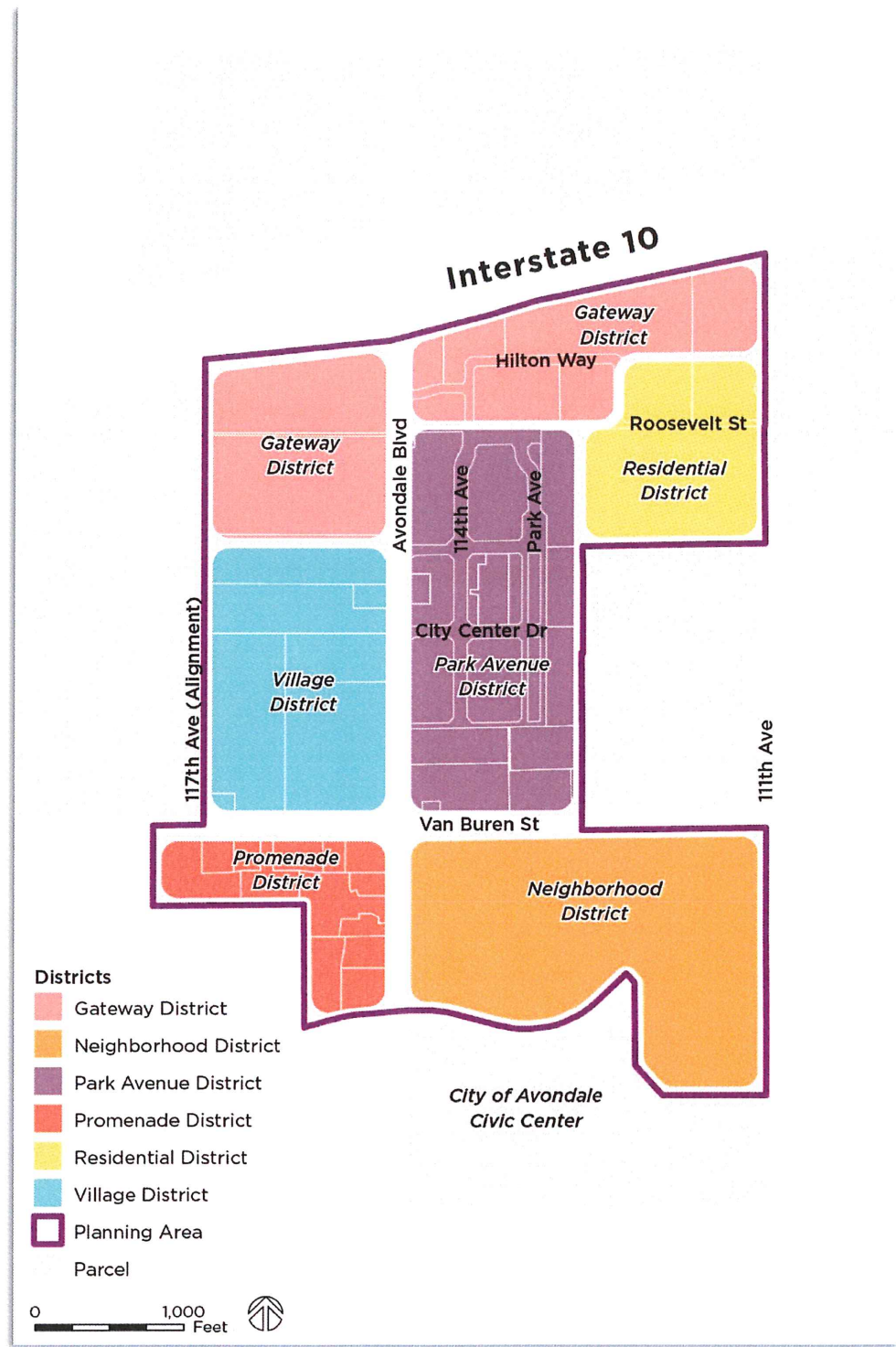
The overarching goal of the BSP is to create an active, pedestrian-friendly urban environment with a mix of uses and varying scales of density and intensity. This will be implemented using the 'Districts' concept, which is an interconnected grouping of like parcels. The six District land use categories, the definitions, and locations are identified in Figure 2-1.

District Concepts

The District concept consists of recommended land uses for the six identified Districts within the Plan. This framework is designed to foster pedestrian-oriented mixed-use development consisting of a distinct mix of retail, restaurant, office, residential, full-service hotels, and entertainment uses.

The following section provides a summary of appropriate land uses for each District. These land uses are intended to work together over time to implement the vision of the Plan. Each land use has related location criteria; factors that are considered ideal for successful implementation of the Plan. Specific land uses consistent with the implementation of this Plan are identified in Table 2-1.

Figure 2-1 Districts Plan



Gateway District

The Gateway District provides the first point of entry for most visitors to the BSP. As such, a distinctive ‘catalyst’ type use that can set the tone for the BSP and dramatically shorten the time frame for implementation of the vision should be encouraged to locate within this area. Catalyst projects are planned and designed to cause a corresponding and complementary development reaction on surrounding properties. These are projects that provide an opportunity for public and private investment to receive a reasonable return. Such land uses are single large users with very specific criteria such as high visibility, ease of access, and multimodal access opportunity. This District provides for a range of housing opportunities in excess of 22 du/ac, including lifestyle amenities to attract residents and employees to the area. A catalyst land use should increase employment and population in the target demographic area to support the development of the BSP. Examples of catalyst land uses would include, but may not be limited to, post-secondary education campuses, medical campuses and/or hospital, resort hotels, or 4-story or greater Class-A corporate headquarters. In addition to catalyst type uses, large urban form residential developments, 2 to 4-story mid-rise offices, and retail/restaurant uses are appropriate in the Gateway District.

Village District

The Village District transitions from the more intense catalyst uses in the Gateway District, allowing opportunities for more conventional retail, office, employment, and multi-family residential uses but with a pedestrian-oriented focus and contemporary urban design that interfaces with and creates a presence on adjacent streets. The intent of this district is to generate a diversity of activity to attract as many people to the area as possible and to provide amenities that support the desired adjacent land uses. Drive-through restaurants should be minimized to only one on Van Buren Street and one on Avondale Boulevard. Residential uses should target a minimum of 18 du/ac and front directly onto Corporate Drive.



The BSP reserves pedestrian-scale plaza spaces at the intersections of Avondale Boulevard with Van Buren Street, Corporate Drive, and Roosevelt Street to identify the Village District along with preserved visual sight lines into the central gathering space. The corner plaza spaces may anchor adjacent food and beverage full-service type restaurants and the visual corridors double as pedestrian and bike linkages guiding people into the heart of the Village District.

Park Avenue District

Central to the success of the BSP is the Park Avenue District which is considered the core area of the Plan. This area is planned to be centered around a large gathering area that can accommodate events and activities as well as open-play space surrounded by retail, restaurant, food court, and other uses. Land uses within the Park Avenue District are to include a mix of hotel, retail, restaurants, sports, entertainment, theater, cultural, multi-family residential, studios, office, and education that is all designed to interface with adjacent streets in an urban manner and featuring modern, contemporary design. Retail users should offer goods and services that create a destination. Curated shopping along with food and beverage, for example, a brewery or gastropub, should be protected from competition to aid in their business survival. This allows the BSP to capture those users in a more conventional retail setting while preserving the unique quality of the Core District. Residential uses should target a minimum of 22 du/ac. Drive-through restaurants are minimized to only one stand-alone building on Avondale Boulevard and Van Buren Street, or be part of a multi-tenant building. NASCAR-themed uses such as restaurants, gift shops, or museum could also be an integral part of the synergy planned for this district.

As part of a shopping and entertainment destination, events are intended to occur that will bring local and regional residents to the BSP. The central gathering area will include a splash pad as well as other pedestrian amenities. In addition, this district offers the opportunity for bicycle and pedestrian direct access to the adjacent single-family residential subdivision Waterford Square and the Van Buren multi-use path. A live, work, shop concept is envisioned for this district.

The Park Avenue District concept includes a large central event space along with small open space gathering areas where casual and formal events could be hosted. Such events could include live music, farmer's markets, food truck events, movie nights, yoga in the park, and community gatherings.

The Central Park gathering area will serve as the social heart of the BSP and functions as the place for local casual or formal events. It is not intended to be a large space hosting large amphitheater crowds, but instead a smaller intimate space for the core area. The space should be centrally-located in the core to maximize the positive impacts of activity on adjacent uses and reduce the negative impacts of major arterial streets on events. Retail and restaurant use should be designed immediately adjacent to open space to promote pedestrian refuge areas and minimize parking immediately adjacent to the space. The area activity will serve to energize food and beverage and retail uses. The space should be well-connected by streets, pedestrian trails, and bikeways to provide a full range of mobility options.

To bring energy into this core area and to protect events from the negative impacts of high traffic volumes on Avondale Boulevard, the gathering place is located one retail block east of the main entrance to the BSP. It is important that the design of this space accommodate various events and the people they will attract in a comfortable space that works well for both large and small crowds.



Residential District

The most efficient method to activate the BSP with people is to provide higher density housing in proximity to the core. This is the intent of the Residential District which can include a broad range of options to include attached single-family, apartments, townhomes, and/or condominiums. Housing should take the form of both for-ownership and for-rent product to appeal to various lifestyle choices. The expectation for this area is to include highly-amenitized luxury living, urban form residential that fits within an urban, entertainment district. Residential options should be targeted to meet the needs of professionals that are willing to trade square footage for the BSP amenities within walking distance.

“Garden apartments” and other inwardly focused residential types more common in suburban settings should be discouraged in favor of urban rowhomes, townhomes, or other residential types that are outwardly focused, more strongly interfaced with the street, and contribute to an overall sense of community within the BSP at large. The desired demographic will enjoy the social activity of the area and the ability to “lock and leave”. The target density should be a minimum of 18 du/ac. Product types under 18 du/ac can occur as part of a larger mixed density/height residential development that meets the overall target density. Adjacent to the existing homes south of the Residential District, the residential uses should provide a transition of density and scale. Small lot single-family residential attached homes may be appropriate as a transitional density in this location.

Neighborhood District

The Neighborhood District will provide an opportunity for families looking to live “in close proximity” to an active urban area. The Neighborhood District will support the development of residential uses of detached single-family residential and attached townhomes with a density ranging from 4 to 12 dwelling units.

Promenade District

This commercial land use is designed to accommodate suburban-style retail, restaurant, services, and office development for residents in the BSP and the surrounding area. The focus for all uses should be pedestrian-oriented and support the overall vision for the BSP while also allowing limited development of drive-through restaurants, banks, pharmacies, and similar.

Table 2-1. Permitted Use Types

The BLVD District	Use Types
Gateway	Post-secondary education campus (with housing, multi-family, and townhomes); Medical campus/Hospital; Large urban form residential/apartment; Lifestyle amenities; Full-service hotel/Resort hotel; 2-3 story mid-rise office; Retail/Restaurant.
Village	Retail; Office employment; Urban multi-family; Restaurants; Education campus
Park Avenue	Central gathering area for events; Indoor sports, cultural, and entertainment (ASC, Theatre/Performing Arts Center), Mixed-use, Main Street retail, Restaurants); Urban form multi-family; Office; Hotel, Education Campus
Residential	Single-family attached residential; Multi-family
Neighborhood	Single-family detached; Attached townhomes
Promenade	Community retail; Retail pad development; Transitional retail; Office

Legend

Gateway District

- Education campus (housing, multi-family & townhomes)
- Medical campus/hospital
- Large urban form residential/apartment
- Lifestyle amenities (see open space & amenities plan)
- Hotel
- Office
- Retail / restaurant

Neighborhood District

- Single-family detached
- Attached townhomes
- Limited commercial

Village District

- Retail
- Office employment
- Urban multi-family
- Restaurants
- Education campus

Park Avenue District

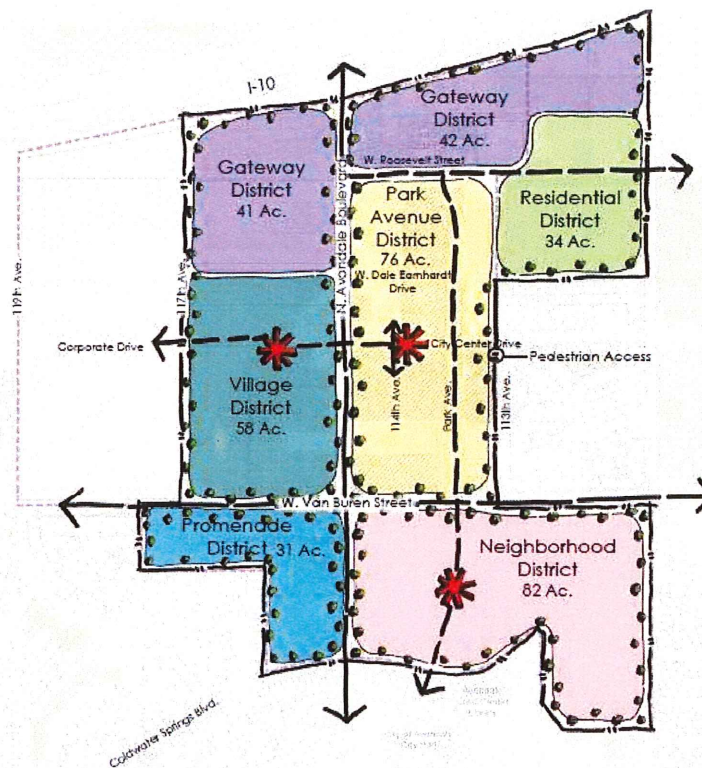
- Central gathering area for community-wide events
- Large scale sports & entertainment
 - ASC
 - Theatre/Performing Arts Center
 - Mixed-use
- Boutique mixed-use/Main Street retail
- Restaurants
- Urban form multi-family
- Office
- Education Campus

Residential District

- Single-family attached residential
- Multi-family

Promenade District

- Community retail
- Pad development
- Transitional retail
- Office



N.T.S. 

Circulation

Connectivity within the Plan and between the Districts is important in encouraging safe, efficient, and convenient vehicular, pedestrian, and bicycle access to all users within the BSP. The intent of the proposed street network is to allow for a variety of mobility options within the BSP.

Avondale Boulevard is the main thoroughfare for visitors to the City especially during the NASCAR events twice a year at ISM Raceway. This street should provide a high level of beautification, promotional opportunities, quality vegetation, and wayfinding signs to welcome visitors to the City.



Multimodal Street Components

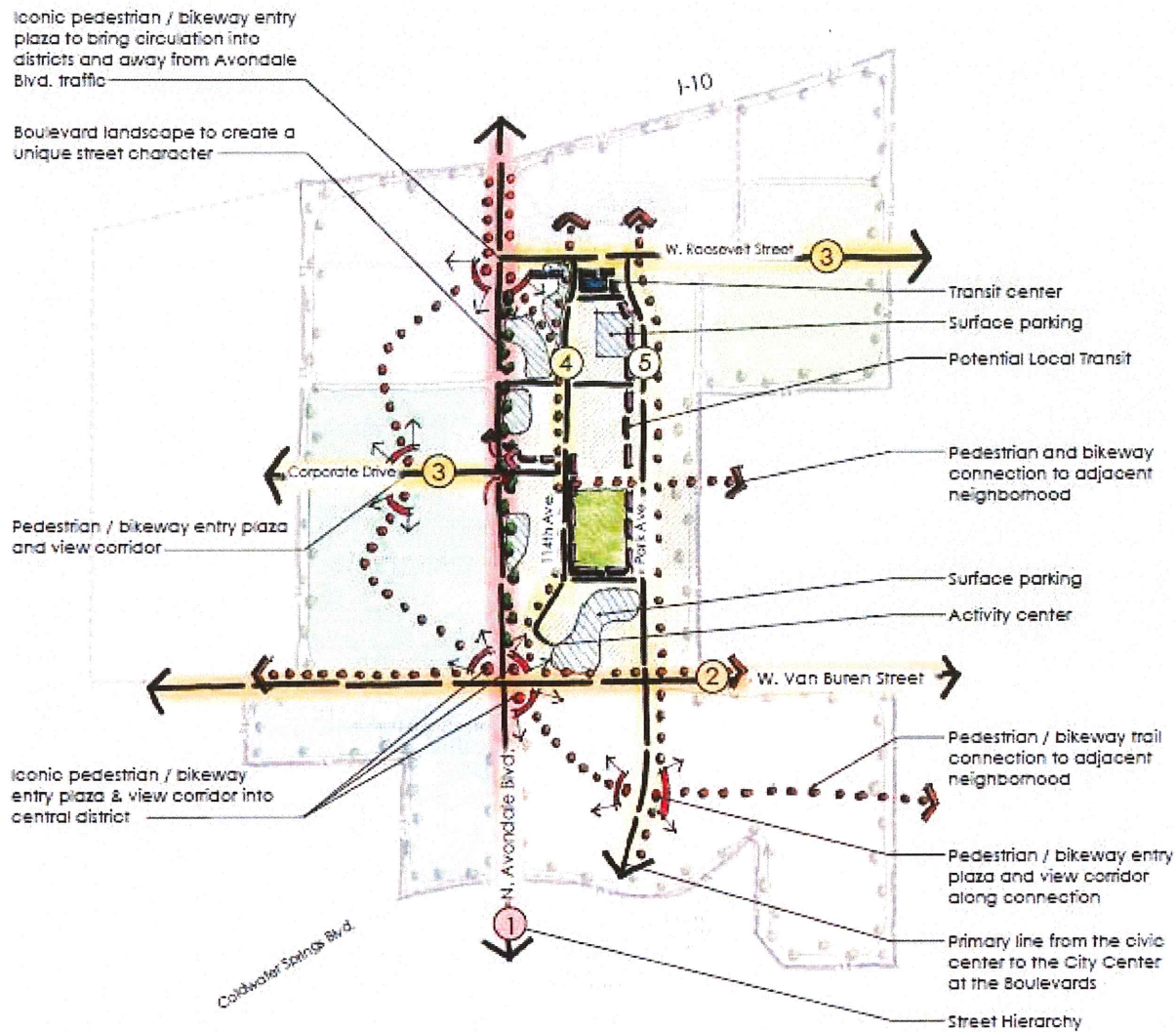
To implement a multimodal street design within the BSP, the plan considers the multimodal street components depicted in Figures 2-3 and 2-4. As illustrated in Figure 2-3, a standard roadway is divided into three elements: the travel way (including vehicles and on-street bicycles), the pedestrian realm (including pedestrians, off-street bicycles, and other mobility-assistance devices), and the development realm (including the adjacent land use characteristics). The width of the overall design as well as the width of each element is dependent on the purpose of the street, whether it is for high or low volumes and high or low speeds.

Proposed Street Network

The BSP is supported by a multimodal street network intended to support local and through traffic within the area. The street network includes an arterial, collector, and local street cross-sections. The street network concept is shown in Figure 2-2 and cross-section are illustrated in Figures 2-3 to 2-8. Collector roadways will also provide options for on-street/parallel parking where needed.

In addition, it will be critical during the build-out of the BSP districts to identify a safe pedestrian crossing at a mid-block location along Avondale Boulevard and Van Buren Street to provide a safe connection for increased pedestrian traffic and residents walking to the area. A High Intensity Activated CrossWalk (HAWK) or pedestrian bridge may be considered during the build-out stage of the planned area.

Figure 2-2 Street Network Concept



N.T.S.

Cross-sections

Six roadway cross-section details are illustrated below.

Figure 2-3 Avondale Boulevard Street Cross-section 1

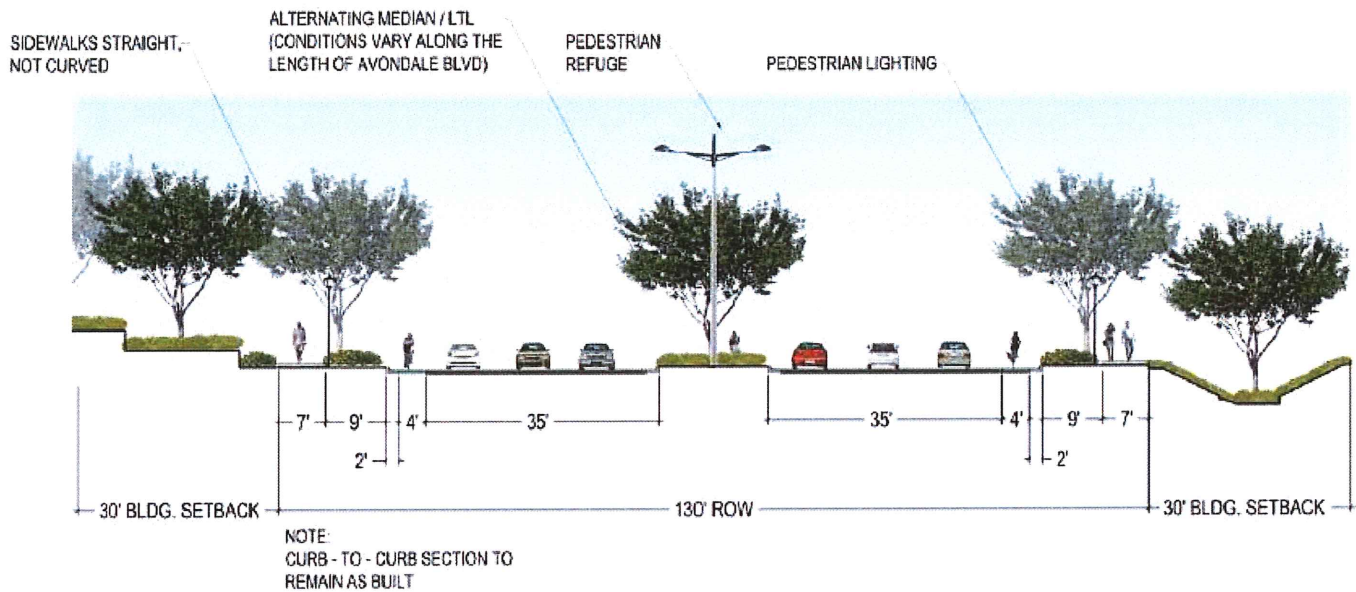


Figure 2-4 Van Buren Street Cross-section 2

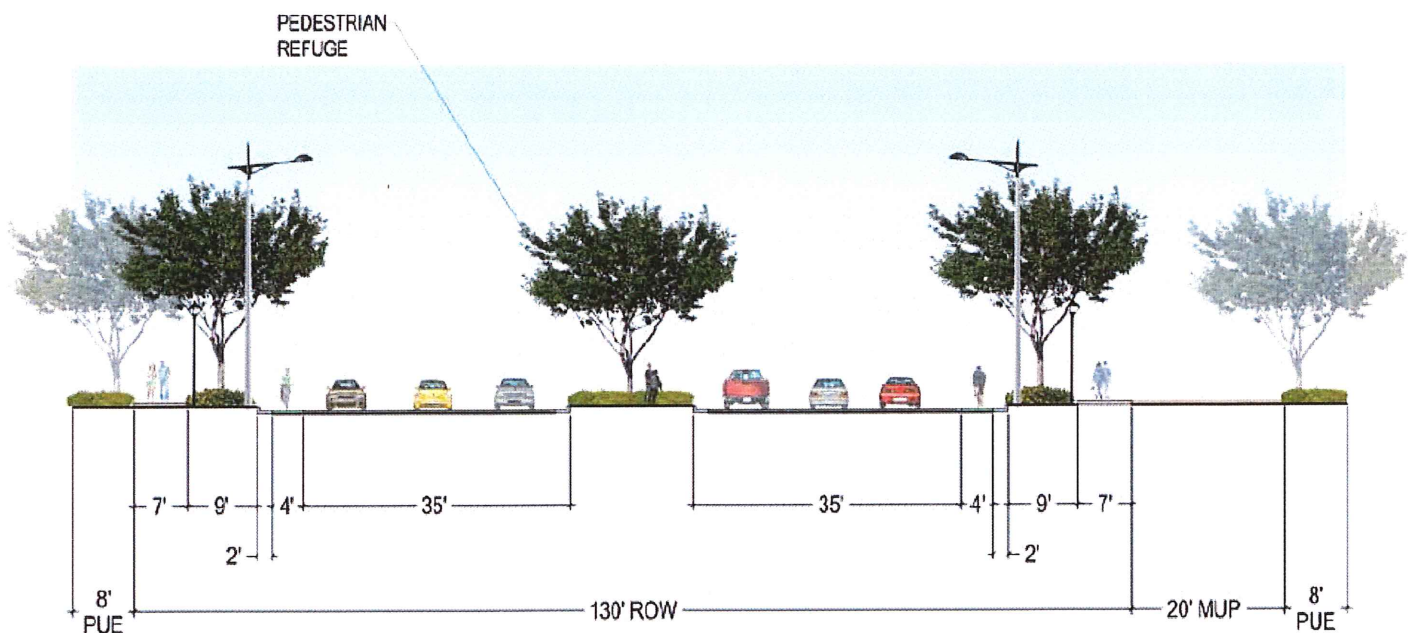


Figure 2-5 Roosevelt Street – Avondale Boulevard to 117th Avenue Cross-section 3

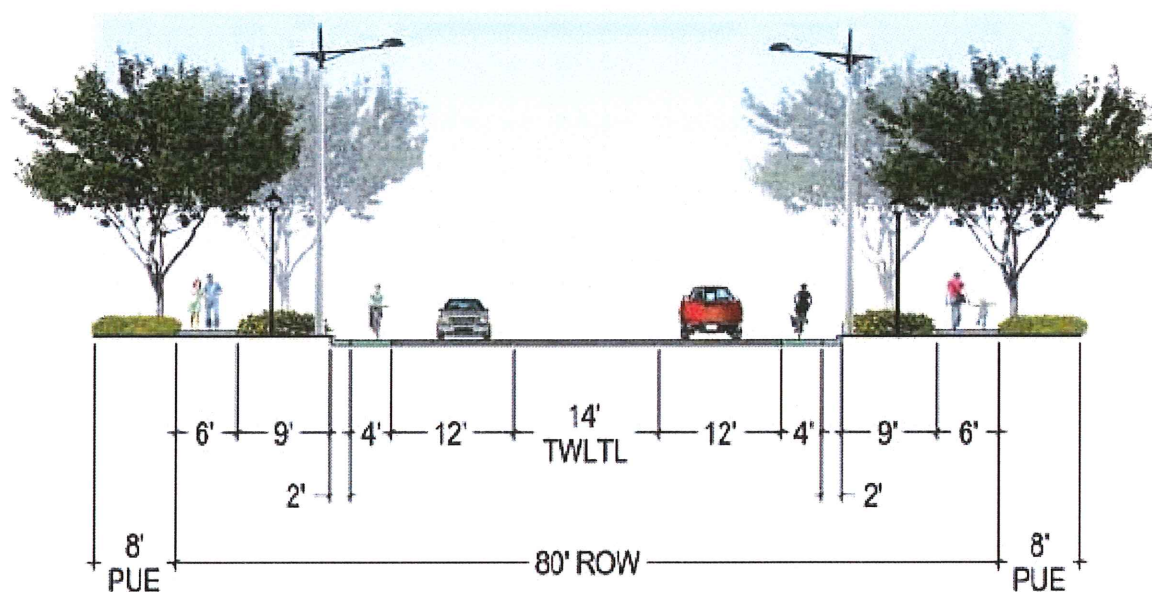


Figure 2-6 Roosevelt Street – Avondale Boulevard to 113th Avenue Cross-section 4

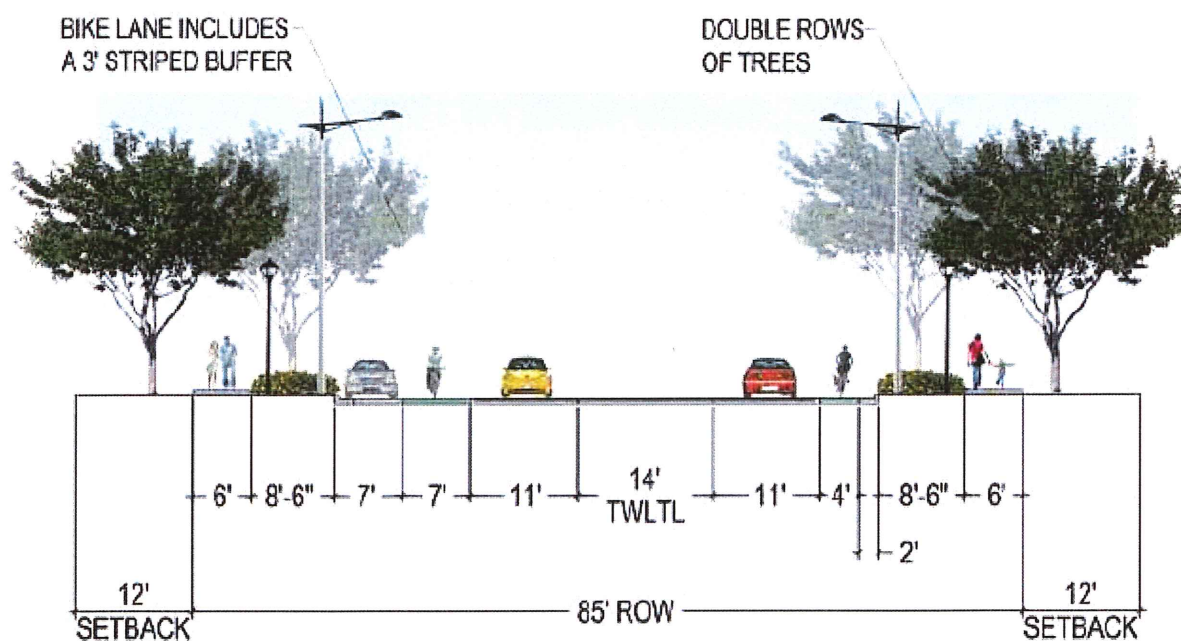


Figure 2-7 Park Avenue Cross-section 5

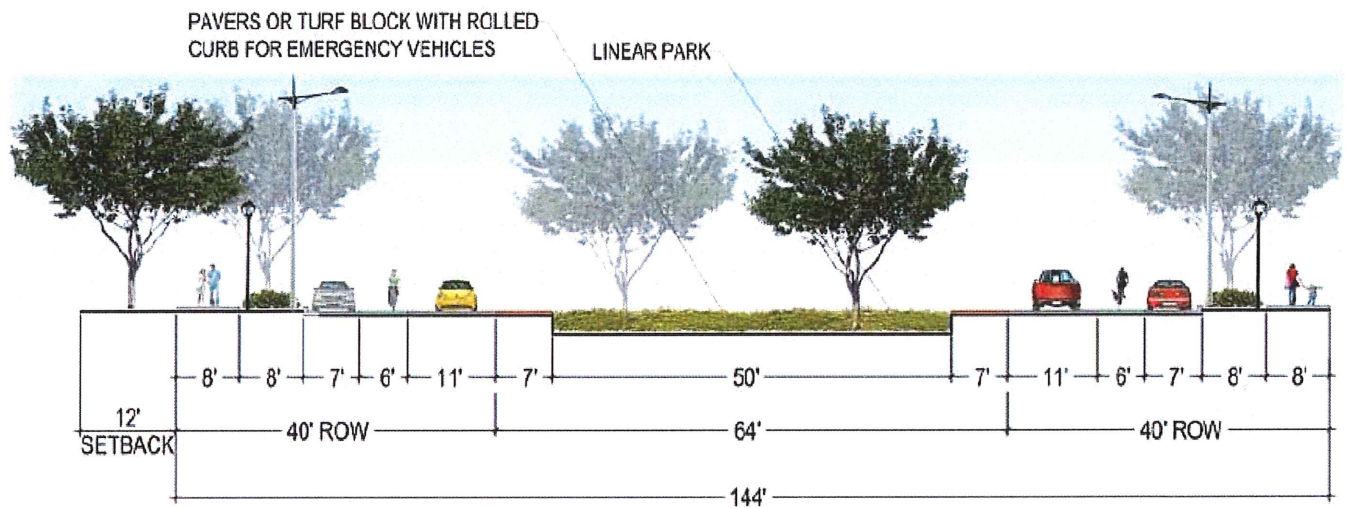
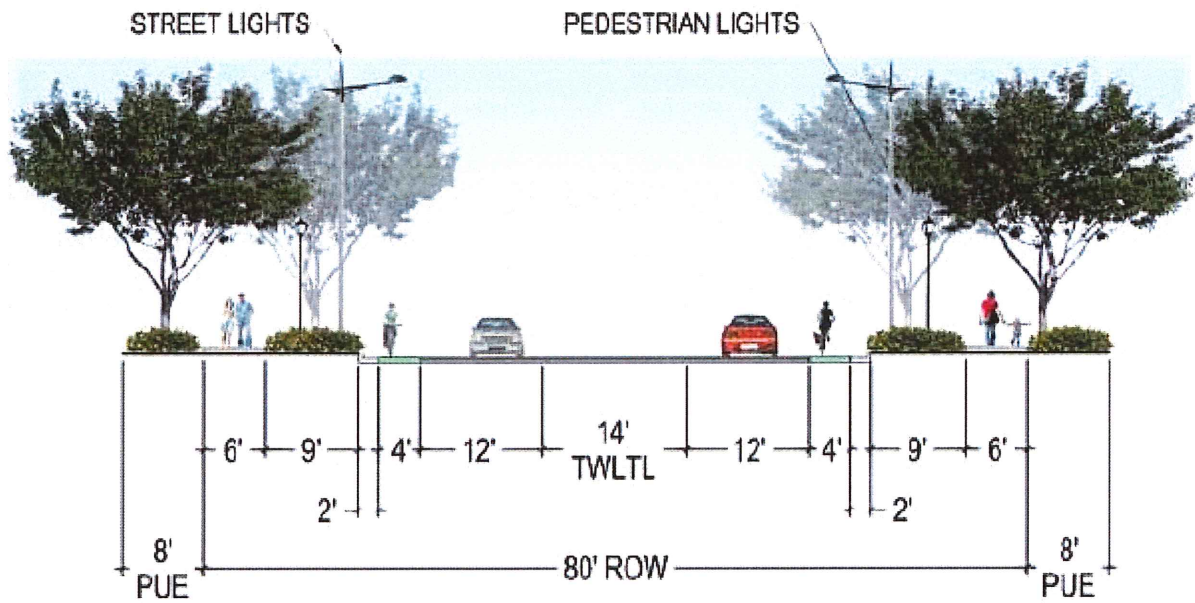


Figure 2-8 Corporate Drive Cross-section 6



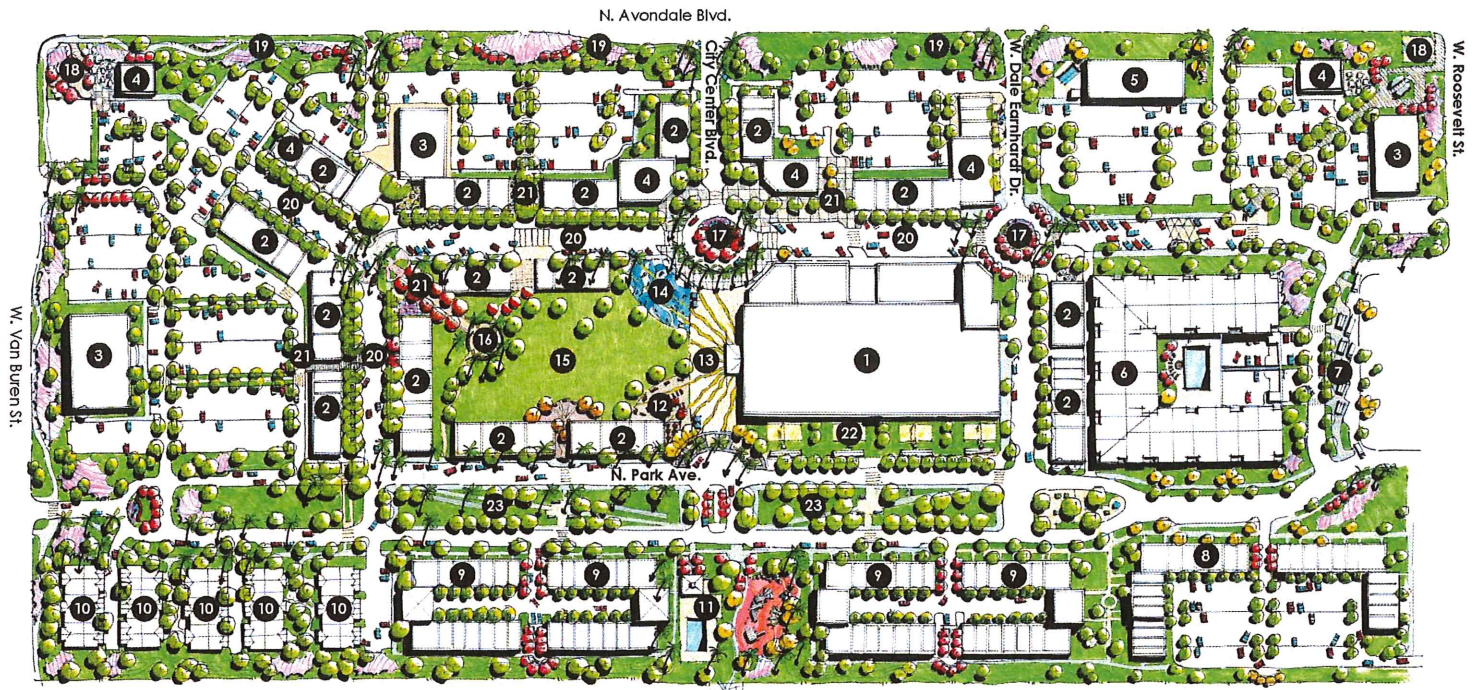
2.1 Development Form

Site Planning

Knowing that placemaking is key to success and that physical space creates the places for the events in people's lives, it is necessary to establish a framework that can be built over time and provide a level of flexibility for a phased approach. The Design Concept for the BSP is that framework. Several "big ideas" drive the design of the framework.

1. **Get people out of their cars and into the space.** Dispersing smaller parking areas adjacent to existing arterial streets facilitates easy access into the core area. There is the added benefit of placing people near pedestrian-oriented spaces and encourages pedestrian movement throughout the core. This movement increases the opportunity to support retail, food, and beverage uses. Smaller parking areas are visually less intrusive, both internally and externally, and add to the safety of the pedestrian zones.
2. **Locate the primary gathering place interior to the core.** The negative impacts of traffic volume and noise outweighed the benefit of visibility of the core adjacent to Avondale Boulevard. It would diminish the variety of events that could be held in that location and impact the safety of users. Locating the gathering place internal to the core results in the energy and activity of the gathering place having a positive impact on more of the core uses.
3. **Establish a visual connection from the edge to the core.** Moving the core to the interior requires that the plan establish a connection from Avondale Boulevard to the central gathering place. This connection can be made visually by aligning a pedestrian street from the intersections of Avondale Boulevard with Van Buren Street and Roosevelt Street diagonally to the center. A small pedestrian plaza at the intersection will help brand the BSP and can provide an open space amenity for active retail ideally food and beverage use. The corner plaza spaces also act as pedestrian and bike entries into the core area from the north-south access along Avondale Boulevard.
4. **Providing complementary land uses outside of the core District.** It is important that the remaining land area with the BSP compliment and not compete with the vision of the core area. Additional higher density residential, office employment, and the potential for a catalyst use, such as an education campus, would further the objectives for this area. On the east, adjacent to the existing residential community transitional residential densities are appropriate. A residential option may include for-sale townhomes.
5. **Allow for future intensification.** Given current market conditions and anticipated growth, the vision for the BSP will need to take form over time. This may necessitate a strategy that allows for land uses today, retail with surface parking, and higher density residential and employment in the future. For example, as depicted in Figure 2-9, number 6 is shown as future apartments over a parking garage where the existing transit center is located.

Figure 2-9 Park Avenue District Concept Plan



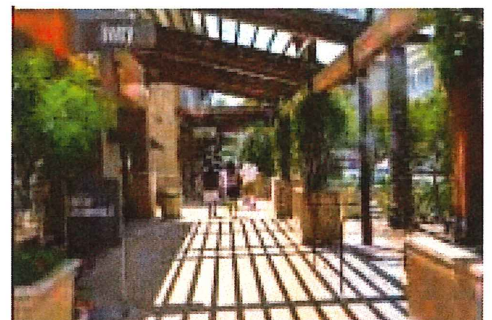
Legend

- | | | |
|--|------------------------------|---|
| 1. Avondale Sports Center | 9. Multi-Family-Garage Under | 17. Entry Features |
| 2. In-Line Retail | 10. Townhomes | 18. Activated Corner Plaza |
| 3. Office | 11. Multi-Family Amenity | 19. Landscape Screening of Parking Area |
| 4. Restaurant | 12. Relaxation Plaza | 20. Primary Pedestrian Retail Street |
| 5. Hotel | 13. Event Space | 21. Pedestrian Portal |
| 6. Future apartments over parking garage | 14. Splash Pad | 22. Sand Volleyball |
| 7. Transit Facility | 15. Great Lawn | 23. Linear Park |
| 8. Multi-Family Surface Parking | 16. Fountain Focal | |

Building Placement

Urban Form

The Vision for the BSP is one of an urban form lifestyle center and incorporates high quality dining options and exciting entertainment experiences. It is important to clearly define this area as a social and economic hub for the community and to create a synergy of uses that make the BSP a destination. Without an urban form, too often this vision becomes another “shopping center in the suburbs”. With the urban form comes a certain intensity of use in order to attract the people and events that make a place special. The desired type of development is encouraged to be an average height of 2-story buildings or taller with a mix of uses provided horizontally or vertically on individual developments throughout the district boundary. Hotels should be designed with a minimum of 4 stories and outdoor dining options with patios that are sited onto open space.



History has shown that the intensity is the result of an evolution of uses over time. The BSP is designed to take advantage of market desires today with a plan for intensification in the future. This suggests that specific targeted Districts need to create development plans that can transition more quickly and economically in the future. This relates to circulation, utility services, site planning, and building design.

The most important district that should be developed with more intense uses is the Park Avenue District. Planning in this area should reflect the potential for street and pedestrian connectivity in the future, parking provided at lower rates per 1,000 square feet of use to respond to increased alternative transportation options, residential wrapped parking garages, or office over structured parking and a completed framework of open spaces and plazas. Strengthening the urban feel of the development from the perspective of Avondale Boulevard and the internal collector streets will be ideal. Accomplishing the street presence will require bringing buildings to the setback line and ensure circulation patterns mitigate any traffic congestion. Significantly enhancing the interplay between the commercial and residential components to provide safe, comfortable, and inviting connections from the residences to the commercial businesses is key for the success of the area.

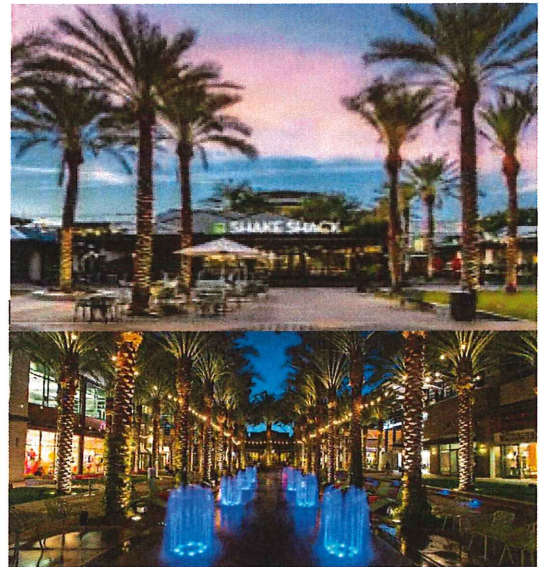
Open Space and Art

An open space and amenities framework are essential to attract complimentary land uses to the area. The Park Avenue linear park provides direct access from Roosevelt Street to Van Buren Street. Both connections service the overall development and create a sense of place for the Park Avenue District.

The amenities framework when strategically located will help define the area, character, and image. Artistic walks or placement of art along the linear park and open space areas are essential to create a vibrant experience which is further identified in the City of Avondale Art Master Plan.

An amenities framework provides a balance of space with the higher intensity of uses that generate the necessary energy at the core. It promotes connectivity between the uses creating a synergy of activity. Areas where patrons and residents can gather for a leisurely stroll, play a game of ping pong, run through a splash pad, listen to music, study, socialize, or engage in a friendly competition of Jenga or cornhole is the vision for the area.

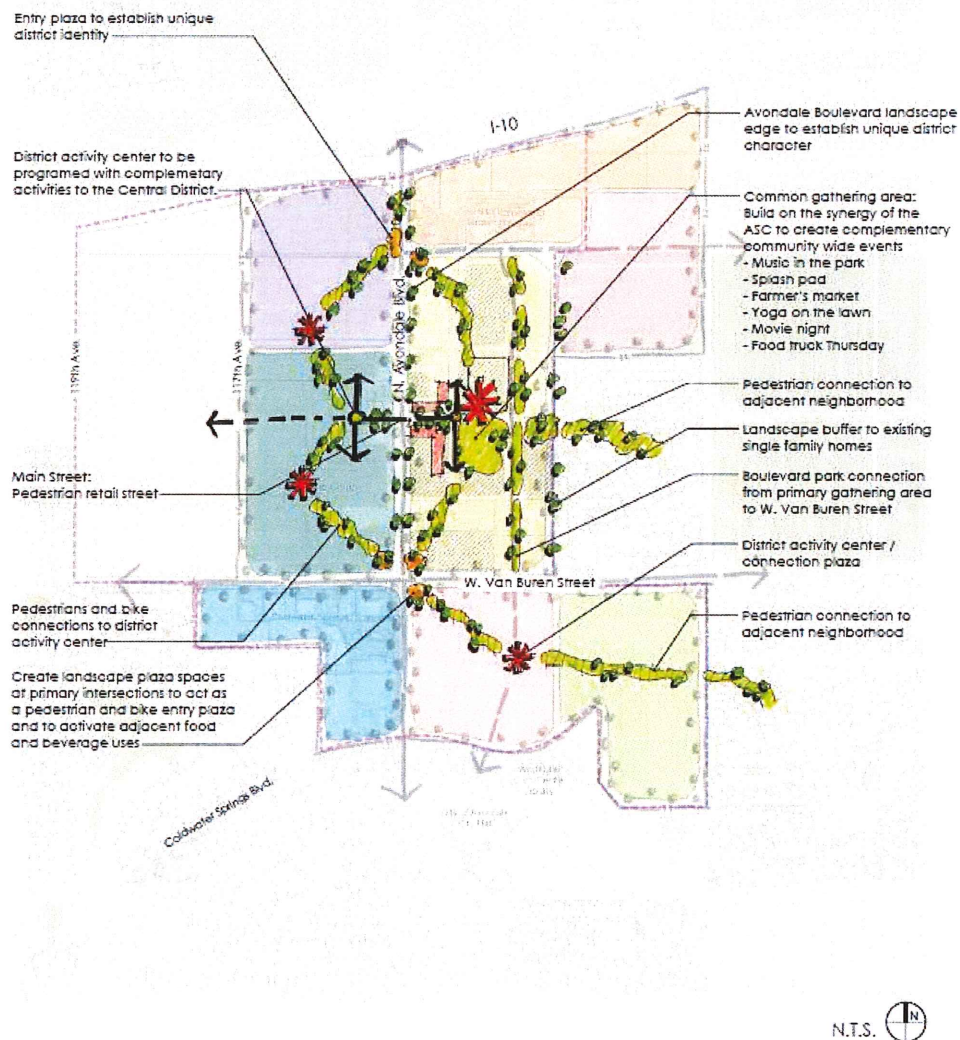
Prominent pedestrian-oriented retail nodes area also planned at the main entries into the districts and adjacent to the intersections of Van Buren Street, Corporate Drive, Roosevelt Street, City Center Drive, and Avondale Boulevard.



The BLVD Specific Plan

Figure 2-10 Open Space Connectivity

Note: The diagram illustrates a concept only. Final form and location of open space and amenities to be proposed by parcel developers.



Landscaping and Drainage

Site landscaping is critical to development projects because it provides recreation areas, incorporates nature into higher density development, and provides areas for stormwater drainage and retention. When carefully landscaped, the setbacks, recessed areas, and pathways within a project site plan contribute significantly to the overall project design.

On-site landscaping includes landscaped setback areas, landscaped storm drainage areas, pedestrian paths through landscaped areas, courtyards, swimming pools, and other passive or active recreation areas. It does not include areas that are enclosed and assigned for exclusive private use of an individual unit or tenant.

For all landscape and parking areas Low-Impact Development (LID) design and construction should be considered throughout the BSP to ensure the Avondale maintains its sustainable practices. The City Street Tree Master Plan identifies specific tree species along the arterial and collector rights-of-way throughout the BSP, as well as identifies main entry/gateways to further accentuate with dramatic landscape features.

In addition, stormwater retention should be provided in locations that allow for the retention areas to function as walking/jogging paths that will connect to the surrounding area as they develop. Direct connections to the Van Buren multi-use path should also be identified during site design to provide a safe entry into the development for walkers, joggers, and bicyclists.

Parking

Surface parking lots are sited within the BSP core to provide the most appropriate access to businesses. As the BSP intensifies, surface parking lots may be considered for replacement with parking structures to serve the parking demand needed for the BSP.

The strategy of creating multiple, smaller parking areas enhances the visually quality of the area, disperses the concentration of traffic to multiple points easing ingress and egress and allows users closer pedestrian access to their destination. Smaller lots also work well for future intensification as the lots can be converted to parking garages with office above or a residential wrap on the edges depending on market demand. In this scenario, the first-generation retail would remain as a retail wrap on the lower level of the parking garage.

Strengthening the urban feel of the development from Avondale Boulevard and Van Buren Street can be accomplished through street presence. Bringing buildings to the setback line will reduce the parking visibility as well as siting longer linear buildings on the frontage in lieu of individual pad sites.

Allowing people to park in proximity to their destination will result in more people walking along the internal streets and will reduce internal vehicular traffic. This will provide a valuable pedestrian and bicycle link through the site. The plaza spaces at the primary corners of Avondale Boulevard allow for easy access into the core area. The pedestrian and bikeway can be linked to adjacent neighborhoods allowing even more pedestrian and bike traffic into the central gathering area, especially from the Van Buren multi-use path.

Buildings

Buildings within the BSP need to be designed to be attractive and present contemporary and modern style architectural designs using materials appropriate for this style of architecture. Natural materials, vertical and horizontal elements, unique forms, and vibrant colors are encouraged. Building design needs to conform to the City's adopted Commercial and Industrial Design Manual and the Multi-Family Residential Design Manual.

Orientation

- Buildings should be oriented to face public streets. Building frontages should be parallel to streets, and the primary building entrances should be located on a public street. Where public streets are not provided, developments should treat private primary drive aisles in a similar fashion, fronting buildings upon these primary aisles, establishing a pedestrian-friendly "main street" environment.
- Facades facing streets, plazas, and courtyards should be lined with windows. Where blank walls are necessary, they should be architecturally enhanced and should be on side or interior facades not facing streets.
- All building facades facing streets, parks, or public open space should be designed with a unified palette of materials and architectural details, and incorporate shade elements.

Massing and Articulation

- Buildings should be well articulated with changes in roof heights and vertical planes to reduce the appearance of massing and create interesting building silhouettes.
- Buildings should provide contemporary architecture which utilizes a diverse color palette and a wide range of materials and colors that provide visual interest at a pedestrian scale that create a very distinct and unique area in the City not like any other.
- Building massing should include features that add depth, shadow, and architectural interest such as balconies, recesses, cornices, and bay windows.
- Window recesses, doorways, columns, overhangs, and other architectural elements should be substantial in depth to create shadow and architectural relief. Projections and recesses should be incorporated throughout the façade design with minimum depths of four to twelve inches.
- All building facades should have a well-defined base that incorporates design strategies such as thick walls, special materials such as form-lined concrete, richly textured materials, or deep window recesses.
- Buildings should have a recognizable roofline and parapet design that employs design strategies such as: Step-backs on upper floors, cornice treatments, roof overhangs, roof brackets, stepped parapets, special materials, or mechanical equipment screens designed as sculptural elements. For buildings over 6 stories tall, the “top” should include a minimum of the top habitable floor and the penthouse for mechanical and other equipment.
- Building design should be respectful of adjacent buildings and create transitions of appropriate height and scale.

3.0 Implementation Strategies

This Plan acts as a guidebook to foster development of the BSP by expanding on its assets and providing implementable actions to enhance the overall sense of place and create a thriving, innovative, live-work-play environment. This is accomplished by establishing proactive goals and strategies to encourage new and expanded investment consistent with the Vision Statement and supported by a funding strategy. These goals and strategies originate from the feedback and issues identified through the public outreach efforts, stakeholder interviews, and input from staff, appointed and elected officials.

3.1 Development Goals and Strategies

The goals and strategies established for the BSP help resolve the identified issues as stated above. Goals represent an ideal end state of the BSP as reflected in the Vision, and strategies are implementable actions that assist in achieving the associated goal. Each strategy identifies the type, estimated cost, and timeframe for completion.

- Capital Improvement (CI). Capital Improvement strategies are infrastructure improvement projects and/or other city capital investments.
- Program (P). Program strategies are new, or expanded existing programs, that can be implemented within the BSP to help facilitate development.
- Regulatory (R). Regulatory strategies include modifications and/or amendments to existing City regulations, plans, guidelines, and similar to encourage development.
- Incentive (I). Incentive strategies include mutually beneficial partnership opportunities that encourage and attract new investment consistent with the Vision of this Plan.
- Marketing (M). Marketing strategies address approaches to promote the BSP to generate new investment.
- Assessment (A). Assessment strategies include areas and features where additional studies will help better inform development requirements.

The timeframe for completion is divided into three categories:

- 1-3 years: Housing and fill existing retail liner space
- 4-5 years: New retail development, more housing
- 5-7 years: Other users, perhaps office

Table 3-1. Development Goals and Strategies

Goal #	Strategy	Type	Timeframe	Order of Magnitude Cost
G1	Create a district that is a vibrant, inclusive, day-night community attracting businesses, residents, and tourists from across the region			
1a	Amend the City's General Plan, creating new land use designations based on the six districts and applying them to the Land Use Map	P	Short-Term	\$10K-\$20K Planning
1b	Amend the Zoning Ordinance to create an "Opt-In" replacement zoning district to the existing CCD zoning	P	Short-Term	\$10K-\$25K Planning
1c	Work closely with the surrounding local business and community leaders to develop a targeted marketing strategy for the BSP	CI	Short-Term	\$5K-\$15K Planning
1d	Design unique branding, wayfinding, and pedestrian amenities for the BSP that reflects the District's character and identity	CI	Mid-Term	\$50K-\$100K Planning
1e	Allow for and promote mixed housing within the the BSP, offering a variety of housing options for all ages	R	Long-Term	No cost
1f	Coordinate with local business and community leaders to hold regular events within the BSP area	P	Short-Term	\$15K per event
G2	Attract new and expanding businesses to the BSP that help drive development			
2a	Attend ICSC and other trade shows, hold meetings with local brokers, conduct site tours, and partner on business development strategies with retail tenants.	I	Short-Term	\$25-\$50K Plan and program identification
2b	Identify infrastructure improvements along key corridors, and secure funds for improvements	CI	Short-Term	\$5 mil
2c	Partner with a post-secondary education institution to locate a campus	M	Long-Term	ED Incentives
2d	Organize job and business training classes through a regional program featuring financial tips, local assistance programs, and other important information to encourage local entrepreneurship in the BSP	P	Short-Term	\$5K per year
G3	Create an attractive, safe, and well-connected district that fosters walkability			

Goal #	Strategy	Type	Timeframe	Order of Magnitude Cost
3a	Ensure ADA compliant sidewalks are along all roadways with no obstacles impairing movement	CI	Long-Term	\$25,000 per year
3b	Develop mid-block crossings along segments of major arterials that are over 450 feet in length between signalized street crossings to safely allow pedestrians to cross	CI	Long-Term	\$500K-\$1M per crossing
3c	Upgrade the Avondale Boulevard landscape median to beautify the City's roadway and enhance infrastructure on all collectors	CI, P	Mid-Term	\$100K+ Planning and Design \$500K-\$1M Construction Per mile
3d	Encourage public and private investment into public art	P	Short-Term	Varies
3e	Amend the Citywide wayfinding sign plan and tenant sign design criteria to help navigate people to and through the BSP	CI	Short-Term	\$50K+ Planning and Design \$100K-\$500K Construction Per mile
3f	Identify short and long term parking lot locations to include future parking garage needs.	CI	Long -Term	\$5K-\$25K
3g	Develop artistic entry gateways into the BSP and relocate the existing well site at the corner of Roosevelt Street and Avondale Boulevard	CI	Mid-Term	\$50K+ Planning and Design \$500K - \$1M Construction
3h	Support the establishment of a Commercial Owners Association in the Park Avenue District to ensure long-term upkeep and maintenance of the core area	CI	Mid-Term	\$50K+ Planning and Design \$100K Construction
G4	Enhance infrastructure to meet needs of 21st century businesses			
4a	Study water and sewer infrastructure demands and capacities to identify potential deficiencies and areas of improvement to support expanded needs	A	Mid-Term	\$100-\$150K
4b	Ensure roadways support multimodal transportation, including walking and biking	CI	Long-Term	\$2M-\$5M
4c	Restrict truck routes through the BSP	R	Short-Term	No Cost

Goal #	Strategy	Type	Timeframe	Order of Magnitude Cost
4d	Expand the potential of wireless networks to meet the developing technology needs, including expanding fiber optics connections throughout the BSP to provide high-speed internet capabilities	CI	Long-Term	\$10M+
G5	Facilitate development of mixed-use projects within the BSP to create a live, work, play environment			
5a	Develop a marketing strategy to inform investors of the assets and opportunities with highlighted available properties within the BSP	M	Short-Term	\$10K
5b	Support the development of obsolete sites within the core area to incorporate a mix of uses, including residential, commercial, and employment by expediting development reviews and reduced fees on a case by case basis	I	Short-Term	\$100K hard and soft costs per site
5c	Establish an incentive program to encourage property owners to strategically consolidate lots to help foster mixed-use development, with priority given to properties within the BSP core area	I	Short-Term	\$100K hard and soft costs per site
5d	Market city owned property, offer incentives, and individual development agreements for specific projects that meet the intent of the Park Avenue District.	MI	Short-Term	\$250,000 per yr
5e	Offer marketing of businesses on billboards and City owned monument signs in the BSP.	MI	Short-Term	No Cost
5f	Conduct an RFP proposal for a P3 or other partnerships in the Park Avenue District.	MI	Short-Term	No Cost
G6	Ensure safe and low crime environment as the BSP develops			
6a	Encourage large developments to incorporate police/security kiosks to help patrol local areas	CI	Short-Term	\$50K-\$100K
6b	Incorporate Crime Prevention Through Environmental Design (CPTED) standards for both public and private development in the BSP	R	Short-Term	No Cost

Goal #	Strategy	Type	Timeframe	Order of Magnitude Cost
6c	Implement a community crime prevention program through education and close communication with residents to help keep their neighborhoods safe	P	Short-Term	\$50K per yr. per ½ FTE
G7	Increase homeownership rates			
7a	Encourage a wide range of housing opportunities for all ages and income levels, including move-up housing and multigenerational housing.	R	Long-Term	No cost
7b	Offer new multi-family developers a 15% impact fee reduction for projects that meet the intent of the district.	P	Short-Term	\$250,000 per yr

Table Notes:

CI – Capital Improvement

P – Program

R – Regulatory

I – Incentive

M – Marketing

A - Assessment

3.2 Funding Strategies

Implementing a specific plan over a large area, such as the BSP, is likely to require a substantial investment of capital. While some of these facility upgrades and expansions could be funded through direct investment of the property owners, some owners may require some form of financial incentive to encourage development. In addition, the City of Avondale may determine that some level of public investment is desirable to encourage development in targeted areas. This investment by the City could be in the form of utility upgrades; public amenities such as parks, sidewalks or traffic improvements; or through a development partnership to create new development on properties currently owned by the City.

This section provides an overview of some of the programs that could be used to help promote and encourage development. This section is intended to provide an overview of a selection of available programs that could be considered by the City and is not meant to be an exhaustive list of available programs.

Development Financing Opportunities

In general, financing incentives for redevelopment are typically focused on local and state programs such as improvement districts, zoning/density incentives, investment funds, economic development investments, and public financing through bonds.

Arizona Special Taxing Districts

Title 48 of the Arizona Revised Statutes authorizes a variety of special taxing districts. Specifically, Chapter 4 of Title 48 authorizes Municipal Improvement Districts for:

- Article 1 – Opening, Widening, and Closing Public Ways;
- Article 2 – General Public Improvements and Improvement Bonds;
- Article 3 – General Improvement Fund and Investment Bonds;
- Article 4 – Refunding Municipal Improvement Districts Bonds for Savings;
- Article 5 – Street and Highway Improvement Bonds; and

Among the taxing districts that could be used to support redevelopment are Articles 2 and 3.

Article 2. General Public Improvements and Improvement Bonds

This Article can be used to widen or pave streets; construct or repair conduit; construct or repair sidewalks, railroads, manholes, culverts, parking, curbs, gutters, and pipes; construct or repair sewers, drains and collection systems for sanitary and drainage purposes; construct or repair waterworks, ditches, channels and associated systems for carrying stormwater or water; construction or repair of lighting, plants, poles, wires, conduits, lamps or standards; grading, paving or other improvements to off-street parking and related entrances.

Article 3. General Improvement Fund and Investment Bonds

Article 3 allows municipalities to incur bonded indebtedness to fund a “general improvement fund”.

Government Property Lease Excise Tax Program (GPLET)

One of Arizona’s available redevelopment tools is the GPLET Program. The goal of the program is to help reduce the operating costs of a redevelopment project by replacing the real property tax with an excise tax. The program can be used for up to twenty-five year, requires that the land and buildings be transferred to a government entity, and leased back for private use. However, under current legislation, the land and the improvements must be conveyed back to the lessee after eight years. GPLET excise taxes are computed on a per square foot basis, based on the property use type.

APPENDIX - AVONDALE CITY CENTER MARKET ANALYSIS (The BLVD)

MEMORANDUM

To: Matrix Design Group, Inc.

From: Elliott D. Pollack & Company

Date: March 28, 2019

Re: Development Opportunities for Avondale City Center (The BLVD)

Elliott D. Pollack & Company was retained to assess the market area surrounding the Avondale City Center and report the City Center's potential opportunities to develop residential and commercial projects in the short and long term. The following assessment outlines a market-driven outlook for each major land use.

Residential

With close proximity to the I-10 freeway, residential products with medium to high density would be suitable residential products within the City Center master plan and help support additional commercial development. Development types that would have appeal to developers in today's market include multi-family, single-family rental communities, condominiums, townhomes, and clustered, small-lot single family residential. However, the sites located within the City Center are still competing with other West Valley sites as well as the broader metropolitan region. There are many sites considered superior to the City Center that will likely develop first. But the City Center is most certainly in the path of eventual residential development.

For example, apartment construction has been concentrated in the urban areas of Metro Phoenix. Of the 155 complexes built in Maricopa County since 2014, the majority (93 complexes) have been built in Phoenix, Scottsdale and Tempe. These cities also command the highest rents with complexes in the remaining suburban cities having rents generally much lower. Most of the construction activity has also occurred in either Phoenix (primarily the central city) or the East Valley. Only 18 communities (11%) have been completed in the West Valley. Two of those were in Avondale. These historical capture rates are important to understand both the potential and limitations for opportunities moving forward.

There have been positive trends in apartment development for the suburban areas of the Valley, especially for sites with freeway access. Just a few years ago, there were no active apartment projects west of the I-17. Today, there are several projects that have been built, under construction, or in the planning stages. Close proximity to the freeway is a common site selection factor for these suburban apartment projects. The recently completed 400-unit Avalon apartment community

Elliott D. Pollack & company

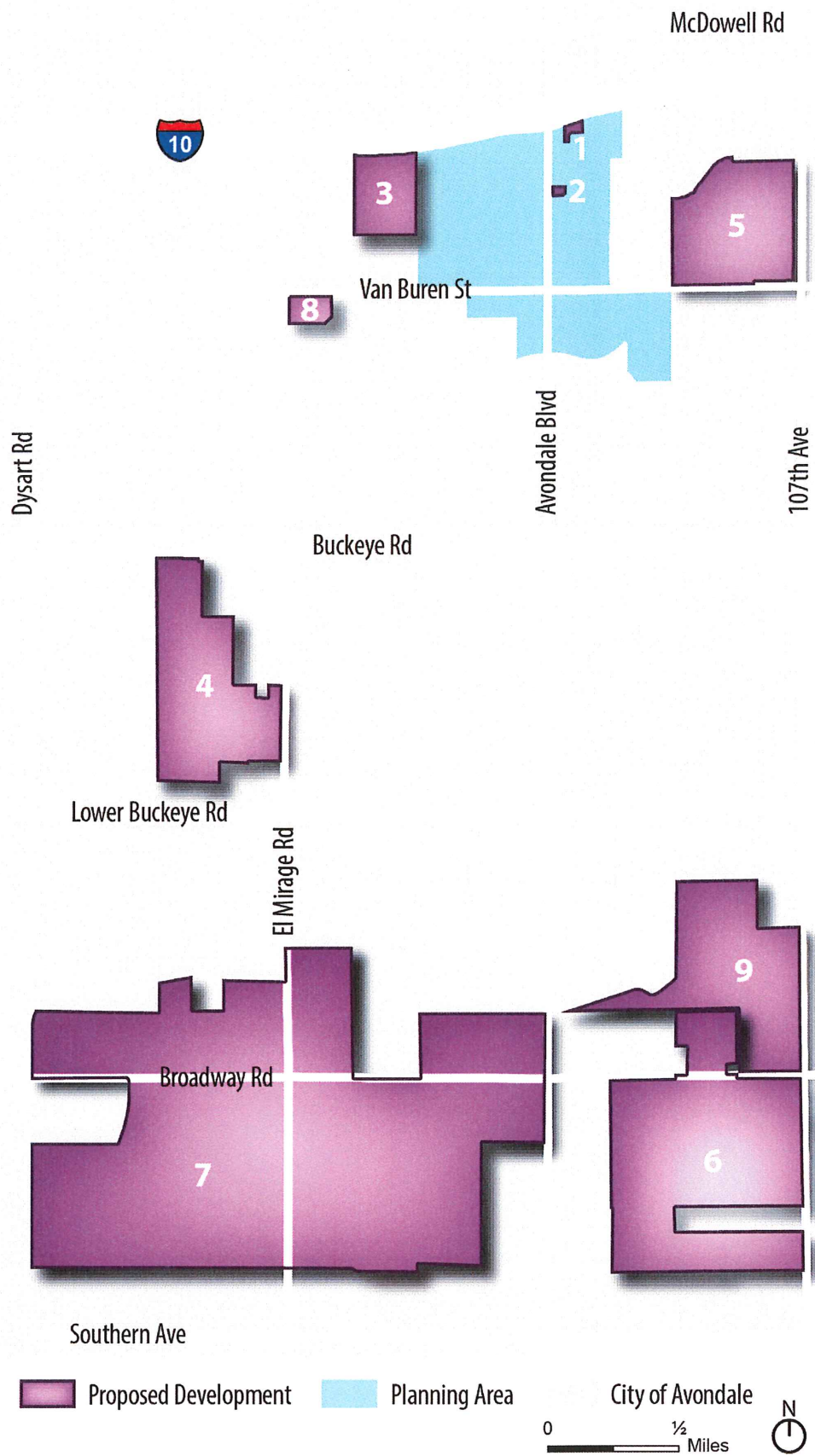
(located north of McDowell on 103rd Avenue, north of the Harkins and Costco anchored Gateway Pavilions shopping center) is one example of that positive trend for continued suburban and West Valley multi-family development. The absorption activity at Avalon over the next 12 to 18 months will help to prove the market for additional apartment communities in Avondale.

As of the latest projections from the Maricopa Association of Governments (MAG), modest growth in residential development is anticipated in and immediately surrounding the City Center. By 2030, MAG is projecting 300 to 350 new dwelling units in the zones that encompass the City Center. Beyond 2030, MAG expects the City Center region to experience much more robust growth, especially in the northwest area. These projections report nearly 1,350 new residential units between 2030 and 2040 and an additional 1,100 units in the decade following (2040-2050). This equates to approximately 1,000 new residents in and around City Center by 2030 (6,300 total residents) and nearly 3,600 new residents between 2030 and 2040 (9,900 total residents). By 2050, the City Center area is expected to have 12,800 residents.

The planned opening in 2019 of the first phase of Mattamy Homes' Roosevelt Park II, with 233 homes (607 total homes at build out) at the northwest corner of 107th Avenue and Van Buren will allow the immediate area to exceed MAG's initial projection for the 2020-2030 period. Additionally, proposed residential projects such as Fairway Townhomes (161 units at the SEC of Fairway and Van Buren) and further south such as Del Rio Ranch Phase III (491 homes), Verde Trails (over 1,000 homes), Alamar (3,695 homes) and Entrada (estimated 600 homes) are all positive trends for the continued growth in the southern region of Avondale.

South Avondale Development Pipeline						
Map	Project	Location	Type	Size		Status
Commercial						
1	Residence Inn by Marriott	E of SEC Avondale Blvd & I-10	Hotel	102 rooms		U/C
2	My Place Hotel	NEC Avondale Blvd & Dale Earnhardt	Hotel	63 rooms		U/C
3	Avondale 50	N of NWC 119th Ave & Van Buren	Bus. Park	49 acres		Proposed
Residential						
4	Del Rio Ranch Phase III	W of El Mirage Rd S of Buckeye Rd	SFR	491 homes		Planned 2019
5	Roosevelt Park Phase II	NWC 107th Ave & Van Buren	SFR	607 homes		Planned 2019
6	Verde Trails I & II	SWC 107th Ave & Broadway	SFR	675 homes		Planned 2019
7	Alamar Phase I	SWC Avondale Blvd & Broadway	SFR	461 homes		Planned 2020
8	Fairway Townhomes	SEC Fairway Dr & Van Buren	TH	161 homes		Proposed
9	Entrada	NWC 107th Ave & Broadway	SFR	600 homes		Proposed





It is our opinion that interest could be generated for residential projects at various City Center sites over the next several years. We recommend that the City be proactive in engaging developers and consider development agreements that may help induce development to the City Center over competing West Valley locations, especially if community benefits such as workforce housing can be incorporated. With public investment, the development timeline projected above could be accelerated, which would then accelerate the feasibility of commercial elements.

Retail

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

- **Domination:** The market has become dominated by big box retailers and power/community shopping centers. The Avondale market area illustrates a similar trend. There are numerous power centers and anchored shopping centers along I-10 from 99th Avenue to Pebble Creek Parkway, with nearly every retail and restaurant segment and brand found within these centers.
- **Obsolescence:** Retailing is constantly changing resulting in some companies going out of business as others are entering the marketplace. Currently, restaurants and value-oriented retail are the most viable in the market and actively expanding.
- **Greater Phoenix is Over-Retailed:** Because of the region's tremendous history of growth, virtually all national retail chains want to be here, resulting in more retail space than is demanded by the population.
- **Consolidation:** As retail market conditions change, consolidation of companies within the industry occurs. This trend is particularly evident in the grocery store sector.
- **Internet or E-Commerce Sales:** A long term threat to brick and mortar retailing.

Within the last 15 years, the market has seen seismic shifts in the manner in which people purchase retail goods and services. Clearly e-commerce has had a significant impact on brick-and-mortar retailers. However, the public has also shown a strong preference for purchasing goods and services at big box retailers, many of whom have transitioned into modified grocery outlets.

The Greater Phoenix retail market had a relatively healthy 2018, with both reduced vacancy and continued absorption, albeit more modest than in 2017. With the local economy remaining healthy and the housing market continuing on its path of development, expanding retailers will sustain the momentum in the market, particularly among restaurants and other small-space users that thrive when household incomes increase.

There will continue to be competition for retail tenants in the trade area surrounding Avondale City Center. In the West/Southwest submarket, there is 1.2 million square feet of retail space planned in existing and future shopping centers.

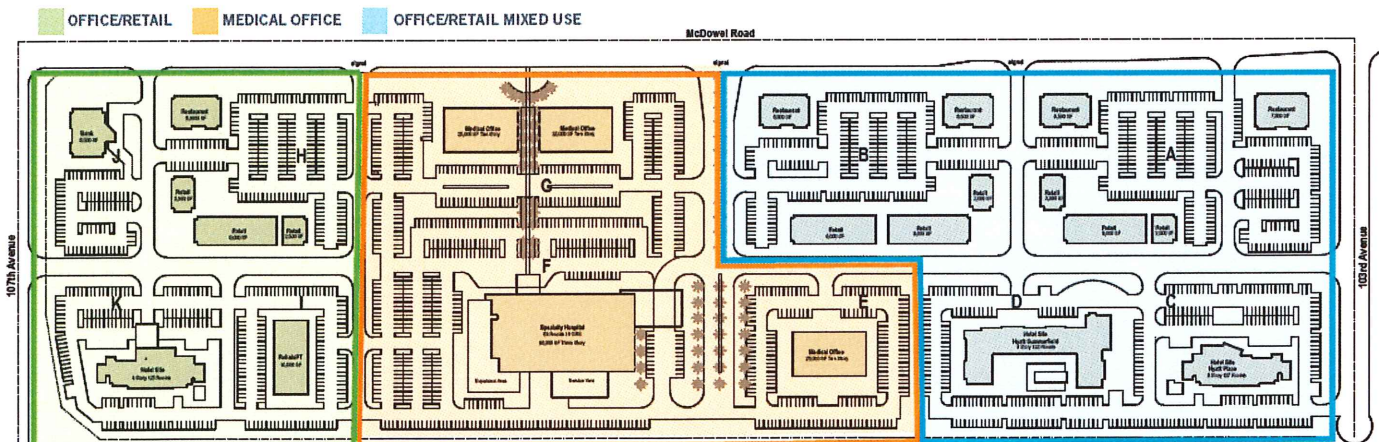


Retail Construction Phases Under Construction & Planned Q3 2018

Property Name Address	Total SF Year Built	Existing	Under Construction	Planned	Development Type
ALDI Laveen Center SE Baseline Rd/59th Ave	52,900 2019			52,900	Neighborhood Center
Canyon Trails Towne Center NE Yuma Rd Cotton Ln	700,000 2008	389,271		139,300	Power Center
EoS Fitness NE Encanto Ave/75th Ave	81,000 2018	35,000		46,000	Neighborhood Center
Estrella Commons SEC I-10/Estrella Pkwy	190,400 2019			190,400	Neighborhood Center
Laveen Park Place SW Baseline Rd/59th Ave	273,763 2018			273,763	Power Center
Maya Cinemas SW McDowell Rd/67th Ave	83,076 2019			83,076	Neighborhood Center
Park 10 SE McDowell Rd/107th Ave	146,305 2016	69,665		76,640	Retail/Office
Pebblecreek Village SW McDowell Rd Pebble Creek Pkwy	176,420 2018			176,420	Neighborhood Center
Sundance Marketplace SE Yuma Rd Watson Rd	64,151 2018			64,151	Community Center
Village Grove at Verrado NW Indian Schl Rd Jackrabbit Trl	173,557 2018			140,270	Neighborhood Center
Properties: 10	1,941,572	493,936		1,242,920	
Source: CBRE					

Centers closest to City Center include:

Park 10, a 43-acre mixed use project at the northeast corner of I-10 and 107th Avenue which is available for retail, medical and office uses. Nearly 70,000 square feet has been developed at the eastern edge of the property.

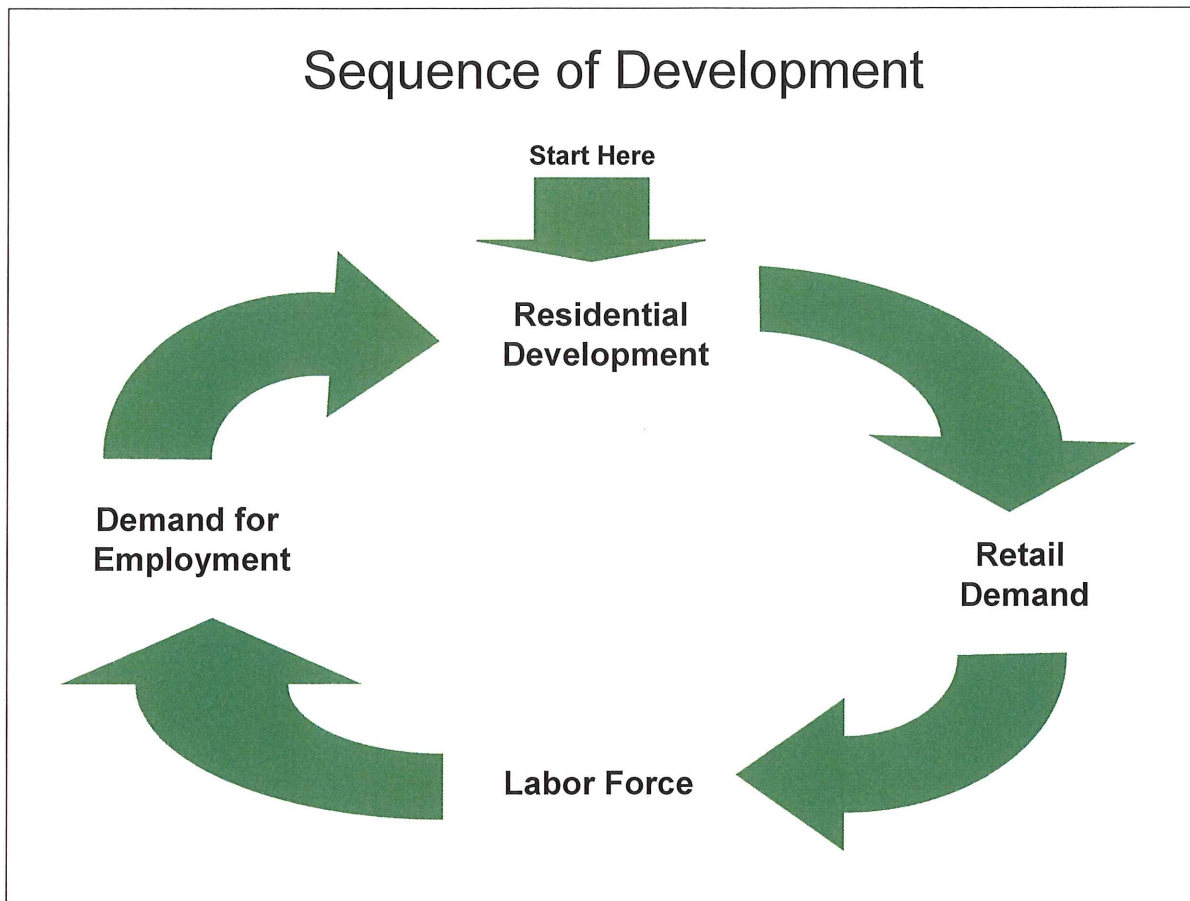


Estrella Commons, at the southeast corner of I-10 and Estrella Parkway. This is a mixed-use plan including two hotel sites, nearly 170,000 square feet of commercial space including a grocery store and theater, single family subdivisions totaling 430 homes, an apartment community and a 290-unit single family rental community.



Continued residential development in all forms within and surrounding the Avondale City Center will be critical to the eventual success of the City Center vision. As the following graphic helps to illustrate, local residents will be the main source of retail demand and also provide a local workforce for eventual office development. This residential development must come first, eventually building to a critical mass of residents to attract additional retailers.





According to ESRI demographics, there is generally a surplus of retail in the surrounding market area compared to local resident demand. However, retail gaps were identified in the immediate 1-mile radius surrounding the City Center. The 1-mile area around City Center is currently underserved in nearly every retail category, though many of these needs can be found within two miles of City Center and do not necessarily represent an opportunity for additional retail development.

The largest underserved retail categories that would have potential opportunities at City Center include food and beverage stores, food services and drinking places, and general merchandise stores. by just over 52,000 square feet. This amount of calculated space does not justify additional retail development in regard to general merchandise or food and beverage stores. However, it does indicate that there may be opportunities today for new restaurant, fast food, coffee shop, or other food away from home options, which would serve the local population, hotel guests, and patrons of the sports complex. ESRI reports a \$6.9 million leakage of restaurant demand, equating to between 13,000 and 20,000 square feet of potential restaurant development.



Retail MarketPlace Profile

Avondale City Center - 1 Mile Radius

Summary Demographics

2018 Population	8,710
2018 Households	3,003
2018 Median Disposable Income	\$44,958
2018 Per Capita Income	\$22,226

2017 Industry Group	Demand (Retail Potential)	Supply (Retail Sales)	Retail Gap
Motor Vehicle & Parts Dealers	\$18,042,388	\$86,681,105	-\$68,638,717
Furniture & Home Furnishings Stores	\$2,821,052	\$0	\$2,821,052
Electronics & Appliance Stores	\$2,849,598	\$0	\$2,849,598
Bldg Materials, Garden Equip. & Supply Stores	\$5,304,237	\$1,431,123	\$3,873,114
Food & Beverage Stores	\$14,412,872	\$936,852	\$13,476,020
Health & Personal Care Stores	\$5,008,756	\$9,378,501	-\$4,369,745
Gasoline Stations	\$8,206,636	\$9,735,744	-\$1,529,108
Clothing & Clothing Accessories Stores	\$3,972,461	\$0	\$3,972,461
Sporting Goods, Hobby, Book & Music Stores	\$2,382,426	\$0	\$2,382,426
General Merchandise Stores	\$16,422,645	\$0	\$16,422,645
Miscellaneous Store Retailers	\$3,306,935	\$223,324	\$3,083,611
Nonstore Retailers	\$803,539	\$69,666	\$733,873
Food Services & Drinking Places	\$9,369,856	\$2,516,042	\$6,853,814

Source: Esri and Infogroup. Esri 2018 Updated Demographics. Esri 2017 Retail MarketPlace. Copyright 2018 Esri. Copyright 2017 Infogroup, Inc. All rights reserved.

Some of the most actively developed retail types in today's market include restaurants, value-oriented retail, and local services. These users may be located within shops or freestanding pads. The uses that could be marketed for the City Center include fast food restaurants, fast casual restaurants, coffee shops, fitness/pilates/yoga studios, dry cleaners, hair salons, and nail salons.

Going forward, according to MAG's projection of population in the immediate area, new population will create retail demand for approximately 27,000 square feet of space over the next decade (2020-2030). This amount of space again denotes opportunities that are limited to freestanding pads or small shops in an unanchored development.

Based on our review of residential projects in the pipeline and the opportunity to attract additional residential development within and immediately surrounding City Center, it is our opinion that the area could reasonably experience twice as much residential growth as originally forecasted by MAG over the next 10 years, equating to demand for over 63,000 square feet of retail space, or the equivalent of a small neighborhood center.

In the longer term (2030-2050), a more substantial amount of retail will be warranted due to the expected population growth in the immediate and surrounding area. The anticipated growth in population in these later years should reach a critical mass of new residents to attract an anchored



neighborhood center and other retail development in excess of 100,000 square feet of commercial space. This could include a major anchor tenant such as a grocery store or family entertainment center. With the extensive residential master planned subdivisions located further south near Broadway Road planned to begin opening in 2019 and 2020, a larger retail anchor with a draw of 3 to 5 miles may be possible at City Center.

Hospitality

Similar to residents, hotel development provides an influx of disposable income spending by visitors in categories such as transportation, restaurants, retail, personal services, and entertainment. These tourists act as a base industry sector by bringing dollars from outside the region into Avondale to spend while creating minimal need for City services. More importantly, as each new hotel project is constructed and achieves stabilized occupancy, they will incrementally create additional demand for nearby retail and restaurants. This supplements the demand from permanent residents.

Avondale has done a tremendous job leveraging its I-10 freeway access and visibility to attract hotel development. With the existing hotels of Hilton Garden Inn and Homewood Suites by Hilton and the two new hotel projects (Residence Inn by Marriott – 102 rooms, My Place Hotel – 63 rooms), the City Center is experiencing success in developing a hospitality core. Continued hotel development should be encouraged as the market grows or for differentiated hotel segments that do not cannibalize the existing hotels' market share.

Office

Typically, the office market is one of the last commercial real estate sectors to enter a suburban city. By comparison, retail development is usually the first commercial sector to enter a community after housing/residential development and when population growth reaches a critical mass. In this southern area of Avondale, a critical mass of population is still developing, and Avondale will begin to see office development only after continued significant growth in residential and retail development.

Office developers prefer to cluster office buildings in high traffic, accessible locations, preferably near amenities. Approximately 87% of all speculative office space in Maricopa County is located in three cities – Phoenix, Scottsdale and Tempe. Absorption in suburban areas is typically modest and the Avondale office market will in all likelihood experience slow growth. Given the amount of office land available along the I-10 and Loop 101, Avondale City Center will be challenged to compete with other potential office sites.

The demand for mid-rise office buildings along Avondale Boulevard is most likely still decades into the future. Based on the current demographic characteristics of the population surrounding the City Center area, competition from other West Valley communities that have similar, if not better, assets to attract office employers (including the Westgate area in Glendale along the Loop 101), and employment growth that will still take some time to mature as the West Valley shifts from blue collar employment to management and professional jobs, office development at City Center will take quite some time.



The most likely interim office/employment development opportunities for the City Center in the near term will be local serving office users that can locate in unanchored retail centers or neighborhood centers often anchored by a grocery store or other major tenant with regional name recognition. Service oriented office tenants are ideal for smaller centers. These users prefer to be located close to a population base and can include personal and medical services. These office users are well suited to occupy a modest amount of space that can be located within an in-line shop or as a freestanding pad. The most marketable users today could include:

Medical

- Dental/Orthodontic offices
- Physical Therapy
- Chiropractor
- Primary Care Physician
- Dermatology, Esthetician, Weight Loss or Other Specialization

Local Services

- Insurance Providers
- Financial Advisors
- Tax Accountants
- Real Estate Agency
- Banking

Modified SWOT Analysis**Weaknesses and Threats**

1. At 402 acres in size the City Center Plan is likely too large. Downtowns of most moderately-sized cities are much smaller in size. For instance, Downtown Tempe is roughly 90 acres in area. Lifestyle centers similar to Kierland Commons or the Scottsdale Quarter are no more than 40 acres in size. The plan for the Avondale City Center has attempted to address an area that is too large in area with many divergent uses.
2. The fractured ownership of the City Center area makes it difficult to implement an overall plan of development. Projects that have endorsed many of the design objectives of the City Center Plan have been developed under a single unified ownership. This allows for creation of a lively street scene, outdoor cafes, walkability, open spaces, and other amenities. It also allows for unified planning, marketing, and phasing of the project.
3. The market area is impacted by the extent of non-residential uses, typically industrial uses, located to the east and west of Avondale Boulevard. This reduces the support for retail and other uses in the City Center.
4. To date, the City Center has developed in a haphazard manner and uses that might have benefited the City Center have developed in other locations. As a result, apart from the sports facility, the current City Center development does not have a focus or center of activity/attraction for residents. For instance, the Akos Medical Campus that is locating on McDowell Road could have served as an anchor for the City Center. Likewise, the City Hall campus that could serve as a partial anchor for the City Center is located outside of its boundaries. Making connections from City Hall to the City Center could help to mitigate this somewhat and help drive more traffic to the site.



5. The retail market surrounding the City Center is very mature and most major retailers have already located within the market area. Retail development has largely passed over Avondale Boulevard in favor of 99th Avenue, Litchfield Road, Dysart Road, and sites farther west in Goodyear. The opportunity to capture a major retail anchor appears limited. Future retail development in the City Center will likely be neighborhood serving – grocery stores, personal services, small office users (dentists, insurance, etc.), and similar uses.
6. The surrounding trade area is limited in size with moderate incomes. According to the American Community Survey 2013-2017 5-Year estimates, there are 22,758 persons in 7,128 households within one mile of the intersection of Avondale Boulevard and Van Buren. Household incomes are moderate at approximately \$49,000. By comparison, the median income in Maricopa County is \$58,580. In the near term, the limited population levels near the City Center will impede development.

Strengths and Opportunities

In spite of the above weaknesses, the longer-term opportunities for development of the City Center appear very positive.

1. The population of the market area that will support development in the City Center should grow rapidly. Some of the nearby residential subdivisions include Roosevelt Park II with 607 homes, Verde Trails with more than 1,000 homes and Alamar with nearly 3,700 homes. The Fairway Townhomes project of 161 units is also proposed on Van Buren Street and Fairway Drive.
2. The City Center area is an infill location that over time will become more valued as a potential site for mixed-use development.
3. High density residential development is key to the success of the City Center. The plan appears to have significant areas designated for such uses.
4. The City Center Plan can be designed as a phased plan that will allow for an increase in the intensity of uses over time as the market demands. The parking lots of today can be converted to structured parking to support office development in the future. The plan needs to establish implementation measures for the near-term, so development can proceed incrementally under a vision for the area that will allow for transition to more intensive uses over time.

Conclusions

While the above weaknesses are impediments to future development in the City Center, the City has recognized that some changes are needed. The amendments to the design standards for the Empire property west of Avondale Boulevard will serve to encourage near-term development in the City Center. However, the City should still promote the development of a neighborhood-serving retail center that stands out from others and provides for walkability, outdoor uses, and other design objectives. This development could jumpstart other projects as well.

An example of a traditional retail center that stands out from others is the 92,000 square foot Paseo Village in McCormick Ranch in Scottsdale. The center is now 25 years old and has



undergone changes in tenants over the years, losing a grocery store which is now occupied with a fitness center. The complex has lush landscaping and walkways within the parking lot. A gas station is even included at the northern end of the center. Adjacent to the center to the right, a church is being redeveloped into office and restaurant space.



Initial phases of commercial development at the City Center will be constrained by a limited market. It is recommended that development proposals be allowed flexibility to address these market constraints while maintaining an eye on the long-term City Center vision. This will require a collaborative effort on the part of the City leadership, staff, property owners and the development community.

Long term redevelopment of properties over time – whether as individual buildings undergoing expansion or remodels, future conversion of surface parking lots into parking structures, or adaptive reuse of buildings including possibly tear downs of buildings from early phase of



development— has a legitimate role in the long-term development of the City Center Plan over time. Redevelopment as a strategy to respond to changing market conditions over time is consistently used in city centers within communities throughout the Valley.

The City's vision for this area as an important employment center capable of accommodating retail, hotels, office buildings and high-density residential uses can be achieved in the long term. However, the implementation process must be tempered with the realities of the real estate market and the site relative to competing areas. The vision can be achieved over the long term if the underlying planning standards, guidelines and zoning are set in place to permit interim development of property in the short and intermediate terms which will benefit the City as well as property owners, and ultimate development of property at higher density and intensity as the real estate market in the West Valley matures and demand for employment expands.

From an economic perspective, the key to a successful Avondale City Center is phased development of property over the long term, much like what has occurred in other parts of the Valley where redevelopment activities are underway due to strong demand for retail or office uses. The City Center Plan must be designed to accommodate land uses based on current demand as well as future demand.

Adopting planning standards and guidelines that permit phased or staged development of retail and office sites along Avondale Boulevard will bring significant benefits to the City as well as to property owners. Conversely, forcing the area to lie fallow until demand for intensive retail or office development surfaces in the future will produce few, if any, benefits.

There are two main recommendations that could help to accelerate market demand for all types of development:

- 1. Identification of incentives and public/private partnerships that may become available to promote development of the City Center.**

Public investment by the City can help induce development on a project by project basis or by engaging a master developer for certain sites within City Center. Careful construction of development agreements, verified to be a fiscally sound investment for Avondale, can help attract development and move a project beyond past hurdles that may have been related to the cost of infrastructure, design standards, or simply the market rents compared to expected development costs.

- 2. Identification of “catalysts” that will help promote or kick-start development of the City Center.**

As the Specific Plan identifies, a major user could land in the northwest area of City Center and could include a corporate campus for a major employer, a post-secondary institution, or a major healthcare center. While expectations should be tempered (attracting a major user should be considered a low probability event), it still worth pursuing and planning efforts to make a site development ready and marketed to regional economic development agencies should be next steps.



CITY COUNCIL REPORT

SUBJECT: Public Hearing - Ordinance 1703-919 - Zoning Ordinance Text Amendments, Amending Various Sections - Application PL-19-0156

MEETING DATE: 9/9/2019

TO: Mayor and Council

FROM: Tracy Stevens, Deputy City Manager

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

PURPOSE:

City Council will hold a public hearing and consider a staff-initiated request to adopt Ordinance 1703-919 approving text amendments to the Zoning Ordinance and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The amendments to Avondale Zoning Ordinance Section 1 (Administration and Procedures), Section 2 (Residential Districts), Section 3 (Commercial Districts), Section 4 (Employment Districts), Section 5 (Special Districts; Overlays), Section 6 (Planned Area Development District), Section 7 (Supplementary Regulations), Section 8 (Parking), Section 9 (Signs), Section 11 (Required Public Art for New Planned Area Development (PAD), Commercial, Employment, and Municipal Construction), Section 12 (Landscape, Walls and Fences), and Section 13 (Medical Marijuana Uses) will allow for continued refinement of the Zoning Ordinance to reflect changes in policies and procedures, new development trends, address changes to industry standards, enhance the overall usability and accuracy, and allow for general housekeeping and clerical corrections. The Council will take appropriate action.

BACKGROUND:

The Avondale Zoning Ordinance was first adopted in 1951 and has been updated numerous times. The last update occurred in January 2018.

SUMMARY OF REQUEST:

The following is a summary of the proposed amendments to the Zoning Ordinance referenced by section number. The specific proposed text for each of these sections may be found in the attached document.

- Update titles of Design Manuals throughout the Ordinance due to title changes with two City of Avondale Design Manuals in 2019.

Section 1 Administration and Procedures

- 106 Site Plan and Design Review

o Revise notification process to exclude Limited Design Review applications. The Limited Design Review applications are minor in nature (e.g. changes to façade, exterior color changes) and are completed administratively. There would be a budget savings by not having to mail postcards to property owners within 1,000 feet of a property applying for Limited Design Review requests.

- 107 Administrative Relief

o Update the requirements for administrative relief to not allow a reduction in parking stall sizes or required parking spaces. This is to ensure parking areas are safe, efficient, and convenient. Reduction in parking may still be proposed with a Parking Demand Study in accordance with Section 808 in the Zoning Ordinance.

- 115 Definitions

- o Remove the definition for caliper related to landscaping. This is due to a proposed change in how trees will be measured.
- o Remove the definition of landscape maintenance due to a duplicate definition under “maintenance, landscaping.”
- o Add a definition of mobile food vendor. This is in response to State legislation regarding mobile food vendors.
- o Revise the definition for permeable paving.
- o Add a definition for yard sign.

Section 2 Residential Districts

- 203 Uses Permitted With Conditions

- o Revise home occupation regulations:
 1. Remove the restriction that a home occupation be limited to 25 percent of the floor area of a dwelling unit due to the difficulty in regulating the percentage of a dwelling used for such use.
 2. Add regulation that the use of required garages are prohibited.
 3. Add a provision prohibiting exterior parking of vehicles containing signs larger than six (6) square feet.
 4. Change the number of off-street parking spaces permitted to one (1) instead of the Zoning Administrator determining the amount.
 5. Clarify regulations pertaining to deliveries.
 6. Clarify that one (1) business-related vehicle up to 10,000 pounds is permitted to be parked or stored on the property.
 7. Rephrase regulation regarding customers visiting home occupations to purchase goods.
 8. Add a regulation that no customers can visit a home occupation for certain service type uses.
 9. Allow customers to visit homes for barber shops/beauty salons and add regulations for that use.
 10. Clarify that employees who do not reside in the home are prohibited.
 11. Clarify that home occupations cannot not generate vehicular or pedestrian traffic beyond what is normal in its district.

- 207 Manufactured Home (MH) District

- o Remove the minimum width requirement for manufactured homes. The State regulates the size of manufactured homes.

Section 3 Commercial Districts

- 303 Land Use Matrix

- o Add mobile food vendor to the land use matrix in response to State legislation regarding mobile food vendors.
- o Remove rehabilitation facilities and hospitals, excluding facilities for substance abuse and detoxification, under Education, Religious & Institutional Uses heading because it is listed under the Medical heading as well.

- 307 Old Town Avondale Business District (OTAB)

- o Change the authority to approve a sidewalk café from the City Attorney to the Zoning Administrator.
- o Remove allowance of sidewalk vendors.

Section 4 Employment Districts

- Section 402 Land Use Matrix

- o Add mobile food vendor to land use matrix and allow in Commerce Park and General Industrial zoning

districts.

Section 5 Special Districts; Overlays

- 501 City Center District
 - o Add The BLVD Specific Plan and The Boulevard District (The BLVD). The purpose of The BLVD Specific Plan (“The BSP”) is to implement the City Council’s vision of creating a vibrant, urban, mixed use environment that will become a premier destination for shopping, dining, entertainment, employment, and various types of residential uses for the area of Avondale located between the Avondale Civic Center and Interstate 10. The BLVD Zoning District (The BLVD District, or “BLVDD”) is intended to complete the vision expressed in The BSP by prescribing building form, site design, and architectural standards for The BLVD area.
- 503 Special Use Overlay
 - o Remove the requirement for the City Attorney to review applications for sand and gravel extractions and sanity landfills.

Section 6 Planned Area Development District

- 602 General Provisions
 - o Remove the requirement for the City Attorney to determine the amount of financial assurances needed for construction of infrastructure improvements in the right-of-way.
- 603 Establishment of a PAD District
 - o Revise the process for the expiration of PAD zoning.

Section 7 Supplementary Regulations

- 702 General Requirements
 - o Add eaves to list of features that may project into required front or rear yards not more than five (5) feet.
 - o Add eaves to list of features that may project into side yards not more than three (3) feet.
 - o Prohibit mobile food vendors from operating in an area zoned for residential use or within 250 feet of an area zoned for residential use, except with a City-approved special event permit. This is in response to recent State legislation regarding mobile food vendors.
- 705 Seasonal Sales and Special Events
 - o Change requirement from a maximum of 60 days per applicant for seasonal sales permits to a maximum of 60 days per calendar year per site. This will allow for easier tracking of a specific site rather than an applicant/person.
 - o Add a provision exempting fireworks vendors from the requirement to obtain a seasonal sales permit during the dates specified by State statute.
- 708 Towers and Antennae
 - o Updated regulations for wireless facilities:
 1. Change the process for wireless facilities over 35 feet from a Conditional Use Permit (CUP) process to an administrative Site Plan process.
 2. Add requirement for applicant to provide a written statement listing property owners consulted with for locating a Wireless Facility and rationale for not choosing an alternate site.
 3. Add a minimum 600-foot distance requirement for a wireless facility from a residential zoned property, residential use, or property with a residential General Plan designation.
 4. Add a requirement that the maximum height for Freestanding Monopole Wireless Facilities shall be 65 feet to top of palm fronds and branches, for monopalms and monopines.
 5. Change palm tree to monopalms, change pine tree to monopine, change saguaro cactus to monocactus.
 6. Remove allowance for lattice tower and guyed tower designs to be permitted without Alternative Structure designs. The Zoning Ordinance restricts new lattice tower and guyed towers from being constructed in Section 7.708.B.1.

Section 8 Parking

- 805 Parking and Access Standards

- o Add a requirement for single-family dwellings that one (1) visitor parking space per unit is required to be provided where on-street parking or driveway parking is not provided.
- o Add an allowance for vehicle overhang over landscape tracts and private sidewalks of a certain width to count towards minimum parking space dimensions.

Section 9 Signs

- 907 Permanent Sign Design, Illumination, and Construction

- o Remove all references to the Design Manual for Commercial, Industrial, and Multi-Family Residential Development due to signage requirements being removed from the Design Manuals.
- o Add requirements that were previously contained within the Design Manuals to the Zoning Ordinance for wall-mounted signs.

- 913 Signs Authorized With Permits

- o Increase maximum size of A-Frame signs from four (4) to six (6) square feet, which is a standard size for A-Frames signs.
- o Add allowances for off-premise model home signs.

Section 11 Required Public Art for New Planned Area Developments (PAD), Commercial, Office, Employment, and Municipal Construction

- 1105 Public Art on Site

- o Remove the City Attorney or authorized designee of the City Manager as reviewers of security (i.e. bond, letter of credit) to guarantee installation of a Public Art piece and change to Zoning Administrator.

Section 12 Landscape, Walls, and Fences

- 1203 General Landscape Provisions

- o Revise the method used to evaluate tree size from caliper to box size due to industry standards and plant size availability.
- o Clarify that shrubs and trees are not to be planted in the first two (2) feet of a landscape planter directly in front of a parking space to allow for vehicle overhang.
- o Increase the width of landscape medians from five (5) to six (6) feet for double rows of parking. This is due to the proposed allowance of vehicle overhang to count towards parking space size.
- o Increase the minimum number of live trees that must be planted near stealth wireless facilities from two (2) to four (4).

Section 13 Medical Marijuana Uses

- 1303 Requirements

- o Change hours of medical marijuana dispensaries from 6:00 p.m. to 8:00 p.m. to align with typical dispensary business hours which are open similar to retail establishments.

ANALYSIS:

The Zoning Ordinance Text Amendments are not anticipated to result in any adverse impacts on the community. The amendments will address market trends and address inconsistencies that have arisen during the review process.

PUBLIC PARTICIPATION:

All required notifications for this meeting have been completed. Staff has not received any feedback on the proposal by phone or email. No comments related to the proposal have been posted on the City's aVOICE digital forum. Two (2) persons have viewed the information about the text amendments.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on August 15, 2019 and voted 5-0 to recommend **APPROVAL** of the proposed Zoning Ordinance Text Amendments.

There were several questions and comments from the Planning Commission, and one person submitted a speaker card and spoke before the Planning Commission.

- Commissioner Thompson asked about exterior parking of vehicles containing signs larger than six (6) square feet for home occupations and if this would allow vehicles with advertising wraps. Staff explained the intent of a home-based business is to not be apparent from outside the home, and the sign size limitation is consistent with other communities. Staff clarified a vehicle's advertising wrap is permitted if parked in the residence's garage.
- Commissioner Warren asked about the 25 percent floor area restriction for a home occupation being removed. Staff advised the provision is being removed due to difficulty in enforcement. For instance, a property owner may state the business would operate only in one area of the house but expand to an additional room without the City's knowledge.
- Commissioner Amos asked about the restriction on the use of garages for home occupations. Staff advised the regulation prevents home occupations from being conducted in a garage, preserving the use of the garage for vehicle parking.
- Commissioner Warren asked if residents can convert a garage into a bedroom. Staff stated this is unrelated to home occupation regulations; however, in order to do that, building codes must be followed and two (2) covered parking spaces must be added elsewhere on the property to meet the requirements in the Zoning Ordinance.
- Commissioner Van Leuven asked why the proposed closing time of medical marijuana dispensaries is changing to 8 p.m. since the Commission already heard this request last year and did not recommend the change. Staff conveyed the proposed hours are consistent with hours of other retail-oriented uses and this business has been open several years without known concerns from nearby property owners. From a land use perspective, the expanded hours are not anticipated to cause any negative impacts. Commissioner Van Leuven asked if that would affect future dispensaries. Staff replied that any dispensaries, existing or future, would be subject to the proposed hours of operation.

Carolyn Oberholtzer, representing Rexco LLC, 7GV Investment, and SIM LLC, spoke on this item during the public hearing. Ms. Oberholtzer indicated a concern with the proposed amendment to regulations concerning the validity, expiration, and extension of Planning Area Development (PAD) zoning. Ms. Oberholtzer conveyed that, under current regulations, PADs are valid for four (4) years and multiple extensions can be requested. She suggested that Council should have the ability to extend PADs that are 80 acres or larger in size, since there are valid reasons why a development may not finish within the proposed timing including the time it takes to complete processes like pre-plats and final plats, and working with review times of outside agencies like the Maricopa County Department of Transportation and the Flood Control District of Maricopa County. Commissioner Amos commented that it is hard for the City to balance small developments with large ones, especially when a project is dealing with multiple agencies. She also understands the community does not want a project sitting for a long time either. Commissioner Iwanski agreed with Commissioner Amos and stated that when a developer wants to invest in the City of Avondale, we should be doing everything we can to encourage that.

DISCUSSION:**STRATEGIC PLAN:**

INITIATIVE: Encourage & Support Creative Innovation in Development & Service Delivery

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

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** application PL-19-0156.

PROPOSED MOTION:

I move that City Council accept the findings and **ADOPT** the Ordinance approving Application PL-19-0156, a request for text amendments to the City of Avondale Zoning Ordinance.

ORDINANCE NO. 1703-919

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE ZONING ORDINANCE, SECTION 1, ADMINISTRATION AND PROCEDURES, SUBSECTION 101, PERTAINING TO TITLE, AUTHORITY, JURISDICTION AND PURPOSE, SUBSECTION 106 PERTAINING TO SITE PLAN AND DESIGN REVIEW, SUBSECTION 107 PERTAINING TO ADMINISTRATIVE RELIEF AND, SUBSECTION 115 PERTAINING TO DEFINITIONS; SECTION 2, RESIDENTIAL DISTRICTS, SECTION 203 PERTAINING TO USES PERMITTED WITH CONDITIONS, SUBSECTION 206 PERTAINING TO DESIGN STANDARDS, AND SUBSECTION 207 PERTAINING TO MANUFACTURED HOME PARK (MH) DISTRICT; SECTION 3, COMMERCIAL DISTRICTS, SUBSECTION 303 PERTAINING TO LAND USE MATRIX, AND SUBSECTION 307 PERTAINING TO OLD TOWN AVONDALE BUSINESS DISTRICT (OTAB); SECTION 4, EMPLOYMENT DISTRICTS, SUBSECTION 402 PERTAINING TO LAND USE MATRIX; SECTION 5, SPECIAL DISTRICTS, OVERLAYS, SUBSECTION 501 PERTAINING TO CITY CENTER DISTRICT, AND SUBSECTION 503 PERTAINING TO SPECIAL USE OVERLAY; SECTION 6, PLANNED AREA DEVELOPMENT DISTRICT, SUBSECTION 602 PERTAINING TO GENERAL PROVISIONS, AND SUBSECTION 603 PERTAINING TO ESTABLISHMENT OF PAD DISTRICT, AND SUBSECTION 604 PERTAINING TO PAD NARRATIVE AND DEVELOPMENT PLAN; SECTION 7, SUPPLEMENTARY REGULATIONS, SUBSECTION 702 PERTAINING TO GENERAL REQUIREMENTS, SUBSECTION 705 PERTAINING TO SEASONAL SALES AND SPECIAL EVENTS, SUBSECTION 708 PERTAINING TO TOWERS ANTENNAE, AND SUBSECTION 709 PERTAINING TO DESIGN REQUIREMENTS FOR NON-RESIDENTIAL DISTRICTS; SECTION 8, PARKING, SUBSECTION 804 PERTAINING TO REQUIRED PARKING, AND SUBSECTION 805 PERTAINING TO PARKING ACCESS STANDARDS; AMENDING SECTION 9, SIGNS, SUBSECTION 907 PERTAINING TO PERMANENT SIGN DESIGN, ILLUMINATION, AND CONSTRUCTION, AND SUBSECTION 913 PERTAINING TO SIGNS AUTHORIZED WITH PERMITS; SECTION 11, PUBLIC ART, SUBSECTION 1105 PERTAINING TO PUBLIC ART ON SITE, AND SUBSECTION 1108 PERTAINING TO PROCEDURE FOR PUBLIC ART ON SITE; SECTION 12, LANDSCAPE, WALLS AND FENCES,

SUBSECTION 1203 PERTAINING TO GENERAL LANDSCAPE PROVISIONS, SUBSECTION 1204 PERTAINING TO LANDSCAPE DESIGN STANDARDS, AND SUBSECTION 1207 PERTAINING TO WALLS AND FENCES; SECTION 13, MEDICAL MARIJUANA USES, SUBSECTION 1303 PERTAINING TO REQUIREMENTS.

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-462.04, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Ordinance (the "Zoning Ordinance"), Section 1, (Administration and Procedures), Subsection 101 (Title, Authority, Jurisdiction and Purpose), Subsection 106 (Site Plan and Design Review), Subsection 107 (Administrative Relief) and Subsection 115 (Definitions); Section 2 (Residential Districts), Subsection 203 (Use Permitted with Conditions), Subsection 206 (Design Standards) and Subsection 207 (Manufactured Home Park (MH) District); Section 3 (Commercial Districts), Subsection 303 (Land Use Matrix) and Subsection 307 (Old Town Avondale Business District (OTBA)); Section 4 (Employment Districts), Subsection 402 (Land Use Matrix); Section 5 (Special Districts; Overlays), Subsection 501 (City Center District) and Subsection 503 (Special Use Overlay); Section 6 (Planned Area Development District), Subsection 602 (General Provisions) Subsection 603 (Establishment of a PAD District) and Subsection 604 (PAD Narrative and Development Plan); Section 7 (Supplementary Regulations), Subsection 702 (General Requirements), Subsection 705 (Seasonal Sales and Special Events), Subsection 708 (Towers and Antennae) and Subsection 709 (Design Requirements for Non-Residential Districts); Section 8 (Parking), Subsection 804 (Required Parking) and Subsection 805 (Parking and Access Standards); Section 9 (Signs), Subsection 907 (Permanent Sign Design, Illumination, and Construction) and Subsection 913 (Signs Authorized with Permits); Section 11 (Required Public Art for New Planned Area Development (PAD), Commercial, Office, Employment, and Municipal Construction), Subsection 1105 (Public Art on Site) and Subsection 1108 (Procedure for Public Art on Site); Section 12 (Landscape, Walls and Fences), Subsection 1203 (General Landscape Provision), Subsection 1204 (Landscape Design Standards) and Subsection 1207 (Walls and Fences); and Section 13 (Medical Marijuana Uses), Subsection 1303 (Requirements)(collectively, the "Text Amendment"); and

WHEREAS, all due and proper notices of the public hearings on the Text Amendment held by the City of Avondale Planning Commission (the "Commission") and by the City Council were given in the time, form and substance required by Ariz. Rev. Stat. § 9-462.04; and

WHEREAS, on August 15, 2019, the Commission held a public hearing on the Text Amendment, after which hearing the Commission recommended approval; and

WHEREAS, the City Council held a public hearing on the Text Amendment on September 9, 2019; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the City Council has considered the individual property rights and personal liberties of the

residents of the City before adopting this Ordinance

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE AS FOLLOWS:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Zoning Ordinance, Section 1 (Administration and Procedures), Subsection 101 (Title, Authority, Jurisdiction and Purpose), Paragraph C (Relationship to General Plan, Subdivision Regulations, Design Manuals, and General Engineering Requirements Manual) is hereby amended as follows:

- C. Relationship to General Plan, Subdivision Regulations, Design Manuals, and General Engineering Requirements Manual.

This Ordinance and any amendments hereto shall be in conformance with the adopted General Plan and Specific Plans of the City of Avondale. The Zoning Ordinance, along with other regulations of the City of Avondale, including the adopted Subdivision Regulations, ~~Design Manual for Commercial, Industrial, and Multi-Family Development, Design Manual for Single-Family Residential Development,~~ City of Avondale Design Manuals, and General Engineering Requirements Manual, as amended, are tools used to further the goals of the Avondale General Plan by regulating future development or redevelopment within the City of Avondale. Adherence to these documents shall be required.

SECTION 3. The Zoning Ordinance, Section 1 (Administration and Procedures), Subsection 106 (Site Plan and Design Review), Paragraph D (Notification) and Paragraph G (Approval), subparagraph 1(a) are hereby amended as follows:

- D. Notification

The applicant shall include with the application the names and addresses in electronic format for all property owners within one thousand (1,000) feet of the property. The Planning Division shall be responsible for mailing notice of the site plan and design review within five (5) business days of the receipt of the application using postcards to each owner of property situated wholly or partly within one thousand (1,000) feet of the property to which the site plan relates. This does not apply to Limited Design Review.

- G. Approval

- 1. When the Development Review Committee has completed its review:
 - a. Any site plan and design review applications for properties zoned CCD (City Center District) or The BLVD shall be forwarded to the Planning Commission for its review and recommendation, and then to the City Council for its review and decision. The Development Review Committee shall include a

recommendation of approval, approval subject to stipulations, or denial for the site plan and design review.

SECTION 4. The Zoning Ordinance, Section 1 (Administration and Procedures), Subsection 107 (Administrative Relief) is hereby amended as follows:

107 Administrative Relief

The Zoning Administrator or authorized designee may authorize relief of up to ten (10) percent of any development standard. For projects located within a revitalization area, the Zoning Administrator or authorized designee may authorize relief up to thirty (30) percent of any development standard and may also waive specific non-quantitative development requirements. Notwithstanding the foregoing, the Zoning Administrator or designee shall not grant relief for any increase or reduction in allowable numbers of stories in a building ~~or for~~, any increase or reduction in permitted uses, reduction in parking stall size requirements, or required parking. Any relief authorized will be documented with findings consistent with all of the requirements below and filed with the building permit records, subdivision case file or other Planning Division records:

...

SECTION 5. The Zoning Ordinance, Section 1 (Administration and Procedures), Subsection 115 (Definitions) is hereby amended to add, delete and/or revise the following definitions:

Caliper: ~~—A standard measurement for trees based on the diameter of a tree trunk as measured a specific distance above the ground based on the type of tree.~~

Design Manuals: ~~The adopted Avondale Design Manual for Commercial, Industrial, and Multi-Family Residential Development Commercial and Industrial Design Manual, and Avondale Design Manual for Single-Family Residential Development Single Family Residential Design Manual, and Multi-Family Design Manual as amended.~~

Landscape Maintenance: ~~—The process of keeping a landscape healthy, clean, safe and attractive by landscape irrigation management and general care of landscape areas, including, but not limited to, weeding, erosion control and re-vegetation, turf care maintenance, ornamental pest control, seasonal flower color programs, professional tree care and water feature maintenance.~~

Mobile Food Vendor: A food establishment that is readily movable and that dispenses food or beverages for immediate service and consumption from any vehicle.

Permeable Paving: ~~A range of sustainable materials and techniques with a base and sub-base that allow the movement of storm water through the surface. A specific type of pavement with high porosity that allows rainwater to pass through it and into the ground~~

below. Permeable pavement shall be in the form of pervious concrete, plastic grids, permeable interlocking concrete pavers, permeable clay brick pavers, resin bound decorative paving, and bound recycled glass porous pavement.

Sign, Yard: A type of temporary sign that is typically six (6) square feet or less in area and is supported by one or more stakes or metal wires inserted into the ground. The sign face is typically made of a semi-rigid material such as corrugated plastic, sheet metal, foam board, cardboard or placard. Yard signs may also be referred to by other names including lawn signs, road signs, bandit signs, or placard signs.

SECTION 6. The Zoning Ordinance, Section 2 (Residential Districts), Subsection 203 (Uses Permitted with Conditions), Paragraph G is hereby amended as follows:

- G. Home Occupations are allowed in certain residential Zoning Districts, provided that in addition to all of the use limitations applicable in the Zoning District in which the home occupation is located, no home occupation shall be permitted unless it complies with the following restrictions:
- ~~1.~~ No more than twenty-five (25) percent or four hundred (400) square feet of the floor area of the dwelling unit, whichever is less, shall be devoted to the home occupation.
 - ~~2.1.~~ The home occupation shall be conducted entirely within the principal dwelling unit or in a permitted accessory building thereto, and in no event shall such use be apparent from any public way. Use of required garages shall not occur.
 - ~~3.2.~~ There shall be no signs, no exterior display, no exterior storage of materials, no exterior parking of vehicles containing signs larger than six (6) square feet, and no other indication of the home occupation or variation from the residential character of the principal building.
 - ~~4.3.~~ No mechanical, electrical or other equipment that produces noise, electrical or magnetic ~~interference~~, vibration, heat, glare or other nuisance outside the residential or accessory structure shall be used.
 - ~~5.4.~~ No home occupation shall be permitted that is noxious, offensive or hazardous by reason of vehicular traffic, generation or emission of noise, vibration, smoke, dust or other particulate matter, odorous matter, heat, humidity, glare, refuse, radiation or other objectionable emissions.
 - ~~6.5.~~ Any need for parking generated by the home occupation shall be off-street. The Zoning Administrator shall determine the number of parking spaces—required based on the parking provisions of this Section. One (1) off-street parking space is permitted for the home occupation.

- ~~7.6.~~ No business vehicle shall be used in connection with the home occupation for delivery of goods to or from the premises. This provision does not preclude the delivery of mail or packages by the Postal Service or other private delivery service. No pick-up or delivery by business-related vehicles which exceed 20,000 pounds gross vehicle weight (except USPS and standard UPS/FedEx sized delivery trucks) is permitted.
- ~~8.7.~~ A maximum of one (1) vehicle used in conjunction with the home occupation is permitted to be kept, garaged, or stored at the residence. Only one business-related vehicle with a manufacturer's gross vehicle weight rating (GVWR) of not more than ten-thousand (10,000) pounds used for the home occupation may be parked or stored at the property.
- ~~9.8.~~ There shall be no merchandise or commodity sold upon the premises. Customers shall not visit the home occupation to purchase goods or services, excluding barber shops/beauty salons. Barber shops/beauty salons shall not occupy more than 200 square feet of the floor area, a maximum of one (1) washing station, and a maximum of two (2) customers per day.
- Prohibited services include massage parlors, restaurants, veterinary hospitals, veterinary offices, commercial kennels, dog grooming, vehicle services, and like services.
- ~~10.9.~~ If the home occupation employs persons other than the family members residing in the dwelling used for the home occupation, such other employees shall not work in the dwelling used for the home occupation. Employees who do not reside in the home are prohibited.
- ~~11.10.~~ Such occupation shall not require internal or external alterations or construction features or equipment or machinery not customary in residential areas.
- ~~12.11.~~ The activity shall not generate vehicular or pedestrian traffic beyond that which is normal in its district.

SECTION 7. The Zoning Ordinance, Section 2 (Residential Districts), Subsection 206 (Design Standards), Paragraph B (Multi-Family Districts), Subparagraph 2 (Open Space) is hereby amended as follows:

2. Open Space.

Open Space that is attractive shall be an integral part of a multiple family development. Open Space shall be provided in an amount comparable to the size of the development, subject to the Multi-Family design manual applicable Design Manual.

- a. Open Space areas shall be the central focus of the development. Open space should link recreation facilities with the dwellings and be uninterrupted by vehicular circulation or parking areas.
- b. Regulations for provision of Open Space shall be provided by Section 6 of this Zoning Ordinance.
- c. Storm water detention basins shall not occupy more than fifty (50) percent of any landscaped area front on a public street if maximum basin depth exceeds three (3) feet below grade. Where maximum basin depth is less than or equal to three (3) feet and exceptional design is exhibited through contouring and landscaping, as determined by the Zoning Administrator or designee, a greater use of the frontage landscaped area may be allowed.
- d. Required yards and landscaped setback areas fronting on a public street shall be entirely landscaped except for necessary driveways and walkways. Parking is not permitted within the required setback area.
- e. Private outdoor space shall be provided in the form of patios or balconies with a minimum size of eighty (80) square feet per unit.

SECTION 8. The Zoning Ordinance, Section 2 (Residential Districts), Subsection 207 (Manufactured Home Park (MH) District), Paragraph C (Development Standards), Subparagraph 13 is hereby amended as follows:

13. No manufactured home or single-family unit shall be located closer than fifteen (15) feet to the perimeter of the park or subdivision. Where the perimeter of the park adjoins a public street, the setback shall be twenty-five (25) feet. Within this setback area, trees with a minimum height of eight (8) feet and a ~~caliper of two (2) inches measured at four (4) feet above abutting grade~~ minimum box size of 24" shall be planted every twenty (20) feet on center.

SECTION 9. The Zoning Ordinance, Section 2 (Residential Districts), Subsection 207 (Manufactured Home Park (MH) District), Paragraph E (Single-Family Home Requirements), Subparagraph 2 is hereby amended as follows:

2. ~~Must be 26'8" wide or wider, at least three hundred twenty (320) square feet in size, and conform to the U.S. Housing and Urban Development Manufactured Home Construction and Safety Standards.~~

SECTION 10. The Zoning Ordinance, Section 3 (Commercial Districts), Subsection 303 (Land Use Matrix) is hereby amended by modifying the Land Use Matrix by deleting and/or inserting new or modified entries as follows:

LAND USE MATRIX	R-O	C-O	C-1	C-2	C-3
Administrative & Financial Uses					

Banks and financial institutions without drive-through, excluding non-chartered financial institutions	-	PC	P	P	P
Banks and financial institutions with drive through, excluding non-chartered financial institutions	-	-	PC	PC	PC
Non-chartered financial services	-	-	-	C	-
Professional offices	P	P	P	P	P
Automobile Related Uses					
Automobile rental facility with no on-site storage	P	P	P	P	P
Automobile rental facility with on-site storage	-	-	-	PC	PC
Automobile service and diagnostic facility	-	-	-	PC	PC
Automobile, boat, recreational vehicle, or motorcycle, sales and/or leasing	-	-	-	PC	PC
Car wash, accessory to gas station	-	-	-	A	A
Car wash, self-service	-	-	-	C	-
Car wash, full-service	-	-	-	C	C
Gas station with or without convenience store and/or car wash	-	-	-	C	C
Tire sales, repair and mounting	-	-	-	PC	PC
Truck stop, including wash	-	-	-	-	C
Truck, trailer and equipment rental	-	-	-	C	P
Eating & Drinking Establishments					
Bar	-	-	-	PC	PC
Brewery, ancillary to a bar or restaurant	-	-	-	P	P
LAND USE MATRIX	R-O	C-O	C-1	C-2	C-3
Liquor stores	-	-	-	C	-
Outdoor dining	-	-	A	A	A
Restaurant, with drive through	-	-	PC	PC	PC
Restaurant, without drive-through	-	C	P	P	P
Sidewalk café	-	-	A	A	A
Wine bar	-	-	-	PC	PC
<u>Mobile Food Vendor</u>	<u>-</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Education, Religious & Institutional Uses					
Adult daycare	PC	PC	PC	PC	-
Assisted living facility	PC	PC	-	-	-
Child care center	-	C	C	C	C
College or university	-	-	-	-	PC
Community garden, one acre or less	P	-	P	P	-
Employment agencies- Excluding day labor	-	P	P	P	P
Libraries	-	-	P	P	P
Museums and cultural centers	-	-	-	P	P

Places of worship	P	P	P	P	P
Preschools and similar uses	-	-	C	C	-
Public service and non-profit community use	-	C	C	C	-
Public Uses	P	P	P	P	P
Public utility buildings, structures, uses, facilities and equipment	PC	PC	PC	PC	PC
Rehabilitation facilities and hospitals, excluding facilities for substance abuse and detoxification	-	-	-	P	P
School businesses, technical or vocational	-	P	-	-	-
Substance abuse treatment	-	C	-	-	-
Substance abuse detoxification	-	C	-	-	-
Entertainment and Recreation Uses					
Amusement parks, outdoor	-	-	-	-	C
Aquarium	-	-	-	-	C
Art gallery	P	-	-	P	P
Bingo hall	-	-	-	-	P
Bowling alley	-	-	-	P	P
Commercial race track, outdoor	-	-	-	-	C
Commercial sporting complexes	-	-	-	-	C
Concert facilities, outdoor	-	-	-	-	C
Convention centers and exhibit halls	-	-	-	-	P
Health and exercise center	-	-	PC	P	P
Ice or roller skating rink, indoor	-	-	-	P	P
Indoor commercial recreation/ entertainment uses not otherwise listed	-	-	-	P	P
Movie theater, indoor	-	-	-	P	P
Night club	-	-	-	C	PC
Outdoor commercial recreation/ entertainment uses not otherwise listed	-	-	-	-	C
Reception centers	-	-	-	C	P
LAND USE MATRIX	R-O	C-O	C-1	C-2	C-3
Rodeo grounds, outdoor	-	-	-	-	C
Shooting range	-	-	-	C	C
Social/ private clubs	-	-	PC	PC	PC
Stadiums	-	-	-	-	C
Swimming club	-	-	-	-	C
Theater, excluding movie theater	-	-	C	P	P
Video arcade, game room	-	-	-	P	P
Zoo	-	-	-	-	C
General & Intense Retail Uses					
Antique store	-	-	P	P	P
Business support services – photocopy, office	-	-	P	P	P

supply stores, and package delivery services					
Cigar bar/ tobacco lounge / smoke shop	-	-	-	C	C
Consignment shops	-	-	P	P	P
Equipment sales and rentals	-	-	-	-	P
Mini-storage warehouses and personal storage	-	-	-	C	-
Non-consignment secondhand retail store	-	-	P	P	-
Pawn shop	-	-	-	C	-
Plant nursery	-	-	-	-	P
Retail sales of new merchandise within closed buildings, excluding liquor stores	-	-	P	P	P
Retail/ wholesale sales of lumber, landscaping and building materials, excluding outdoor storage	-	-	-	-	PC
Specialty retail, indoor, excluding liquor stores	-	-	P	P	P
Surplus store	-	-	-	P	-
Thrift store	-	-	PC	PC	-
Lodging					
Hotel, excluding Extended Stay Hotels	-	-	-	P	P
Resorts	-	-	-	P	P
Caretaker quarters, including overnight security	A	A	A	A	A
Medical					
Emergency medical care facility	-	P	P	P	P
Funeral home	PC	-	-	P	P
Hospitals	-	-	-	P	P
Massage therapy (medical)	P	P	P	P	P
Medical, dental or health offices, clinics and laboratories, excluding plasma centers and medical marijuana uses	P	P	P	P	P
Plasma centers	-	-	-	C	-
Rehabilitation facilities and hospitals, excluding facilities for substance abuse and detoxification	-	-	-	P	P
Veterinary hospital, offices and clinics, excluding animal boarding	-	-	PC	PC	PC
Mixed Use					
Residential, upper floor	P	C	P	P	P
LAND USE MATRIX	R-O	C-O	C-1	C-2	C-3
Personal Services					
Appliance service and repair	-	-	-	P	-
Art studio	P	-	P	P	P
Barber shop/Beauty Salon	-	-	P	P	P
Body piercing studio	-	-	-	P	-
Clothing alteration, custom dressmaking or tailor shop	-	-	P	P	P
Dance studio	-	-	P	P	P
Dry cleaning and laundry establishment, pick-up	-	-	P	P	P

and drop-off only					
Laundromat, self-service	-	-	P	P	-
Massage or day spa	-	-	P	P	P
Music studio	-	-	P	P	P
Nail salon	-	-	P	P	P
Pet boarding and daycare facility	-	-	-	PC	PC
Real estate office	P	P	P	P	P
Specialty services	-	P	P	P	P
Tanning salon	-	-	P	P	P
Tattoo parlor	-	-	-	P	-
Ticket and travel agency	P	P	P	P	P

SECTION 10. The Zoning Ordinance, Section 3 (Commercial Districts), Subsection 307 (Old Town Avondale Business District (OTAB)), Paragraph D (OTAB Land Use Matrix) is hereby amended by modifying the OTAB Land Use Matrix by deleting and/or inserting new or modified entries as follows:

LAND USE	HERITAGE SUB-DISTRICT	NEIGHBORHOOD SUB-DISTRICT
<i>Assembly Uses</i>		
Funeral homes	C	-
Movie and performing arts theaters, indoor	P	-
Places of worship	P	-
Reception centers	C	-
Social/Private club	P	-
<i>Commercial Service Uses</i>		
Banks and financial institutions, excluding non-chartered financial services	P	-
Barber shops	P	PC
Beauty salons	P	PC
Child care centers	C	-
Clothing alteration, custom dressmaking, or tailor shop	P	PC
Health and exercise center	P	-
Massage or day spas	P	PC
Nail salons	P	PC
Pet grooming	P	-
Shoe repair shops	P	PC
Ticket, travel, and recreational activity agencies	P	P
<i>Dining and Entertainment Uses</i>		
Bakeries	P	PC
Bars	C	-
Coffee shops	P	PC
Juice bars	P	PC

LAND USE	HERITAGE SUB-DISTRICT	NEIGHBORHOOD SUB-DISTRICT
Outdoor dining	A	PC
Restaurants, without drive-through	PC	PC
Sidewalk cafes	PC	PC
Sidewalk vendors	PC	-
Video arcades or game rooms	P	-
<i>Educational, Institutional, and Office Uses</i>		
Art schools	P	-
Art studios, without retail sales	P	P
Dance studios	P	-
Medical, dental, or health offices, excluding plasma centers and medical marijuana uses.	P	PC
Museums, libraries, and cultural centers	P	-
Music studios	P	P
Professional offices	P	PC
Public schools	P	P
<i>Hospitality Uses</i>		
Bed and breakfast inns	C	PC
Hotels	P	-
<i>Miscellaneous Uses</i>		
Community gardens, one acre or less	P	P
Public parking facilities, including parking structures, surface lots and park-and-rides.	PC	PC
Public uses, including utility buildings, structures, uses, facilities and equipment	PC	PC
Uses that are customary and incidental to the principal permitted use of the property	A	-
<i>Pedestrian-Oriented Retail Uses</i>		
Antique and collectible shops	P	PC
Art, craft and photography studios, including retail sales	P	P
Art galleries	P	PC
Consignment shops	P	PC
Farmers markets, indoor or outdoor	P	-
Florists	P	PC
Liquor Stores	C	-
Outdoor sales and display	PC	-
Specialty retail shops, excluding liquor stores	P	-
Grocery Store	P	PC
Pharmacy	P	-
<i>Residential Uses</i>		

LAND USE	HERITAGE SUB-DISTRICT	NEIGHBORHOOD SUB-DISTRICT
Caretaker's Quarters	-	PC
Dwelling units on the second/third stories of a commercial building	P	-
Multi-Family dwelling	P	PC
Single-Family attached dwelling	-	PC
Single-Family detached dwelling	-	PC

SECTION 11. The Zoning Ordinance, Section 3 (Commercial Districts), Subsection 307 (Old Town Avondale Business District (OTAB)), Paragraph E (OTAB Uses Permitted with Conditions), Subparagraphs 11 and 12 are hereby amended as follows:

11. Sidewalk cafés are allowed in the Heritage Sub-District provided that:

- a. Sidewalk cafés shall be located directly adjacent to and abutting an indoor restaurant and cannot extend beyond the frontage of the operating indoor restaurant.
- b. A sidewalk café shall be allowed only where the sidewalk or porch is wide enough to adequately accommodate both pedestrian traffic in the area and the operation of the proposed café. There shall be a minimum of forty-eight (48) inches clear distance free of all obstructions in order to allow adequate pedestrian movement.
- c. All outdoor dining furniture, including tables, chairs, umbrellas and planters, shall be moveable. Umbrellas must be secured with a minimum base of not less than sixty (60) pounds. All furniture used in the operation of the café, including any barriers required as a condition of a liquor license must be removed from the sidewalk and stored indoors whenever the restaurant is closed.
- d. If determined necessary, by the City Engineer or authorized designee, for public safety, in conjunction with a license issued pursuant to subsection 307(E)(11)(i) below, a moveable decorative barrier separating café seating from pedestrian traffic shall be provided. The designs must reflect the architecture of the restaurant building façade. The barrier must be removed from the sidewalk and stored indoors whenever the restaurant is closed.
- e. A sidewalk café shall only serve food and beverages prepared or stocked for sale at the adjoining indoor restaurant, provided that an extension of premises for the service of alcoholic beverages for on-site consumption has been authorized by the City of Avondale and the State of Arizona.
- f. Hours of operation for a sidewalk café shall be the same as those of the adjoining indoor restaurant, or less, but in no event shall the sidewalk café be

open when the main restaurant is not.

- g. The City shall have the right to prohibit the operation of the sidewalk café at any time because of anticipated or actual problems or conflicts in the use of the public sidewalk. Such problems and conflicts may arise from, but are not limited to, scheduled festivals and similar events, parades, repairs to the street or sidewalk or emergencies occurring in the area. To the extent possible, the business will be given prior written notice of any time period during which the operation of the sidewalk café will be prohibited by the City.
- h. The sidewalk café shall not require the provision of additional parking.
- i. A sidewalk café shall require a license, or other authorization as determined acceptable by the Zoning Administrator ~~City Attorney~~, prior to utilizing any portion of the public right-of-way. Plans detailing the specific location and dimensions of the sidewalk café, as well as the specifications of the proposed site furniture and barrier, shall be approved by the Department prior to approval of the sidewalk café.

12. ~~Sidewalk vendors are allowed in the Heritage Sub-District provided that:~~

~~a. Licensing:~~

- ~~i. Selling, or offering for sale, any food, beverage, or merchandise on any property within Old Town shall comply with the City of Avondale Municipal Code business licensing requirements. Licenses to vend within the OTAB District shall be reviewed and approved by the Director or authorized designee in conjunction with the City Finance and Budget Department. The application for a vendor's license shall be signed by the applicant and include:~~
 - ~~1) The name, home and business address of applicant, and the name and address of the owner, if other than applicant, of the vending stand to be used in the operation of the vending business.~~
 - ~~2) An itemized list and description of the food, drinks and/or merchandise to be sold.~~
 - ~~3) A description and a depiction (including signage and colors), and specifications of any stand to be used in the operation of the business.~~
 - ~~4) A site plan (to scale) depicting the exact proposed location of the vending stand.~~
 - ~~5) Proof of an insurance policy, issued by an insurance company licensed to do business in the State of Arizona, protecting the~~

~~licensee and the City from all claims for damages to property and bodily injury, including death, which may arise from operations under or in connection with the license. Such insurance shall name as additional insured the City and shall provide that the policy shall not terminate or be canceled prior to the expiration date without thirty (30) days advance written notice to the City.~~

- ~~ii. Vending locations shall be approved only if the site is determined to safely accommodate the use.~~
- ~~iii. All licenses shall be displayed in a visible and conspicuous location at all times during the operation of the vending business.~~
- ~~iv. The Zoning Administrator may recommend to the Finance and Budget Office that any license may be denied, suspended or revoked in accordance with the procedures in the Municipal Code for any of the following causes:~~
 - ~~1) Fraud or misrepresentation contained in the application for license.~~
 - ~~2) Fraud or misrepresentation made in the course of operating the vending business.~~
 - ~~3) Conduct of the licensed business in such a manner as to create a public nuisance, or constitute a danger to the public health, safety, or welfare.~~
 - ~~4) Any conduct contrary to the vending cart regulations contained within this subsection 307(E)(12).~~
- ~~b. Sidewalk vendors shall not sell food, beverages or merchandise that is not listed on their license applications, nor sell anything that is sold by an indoor restaurant or retail business within a three hundred (300) foot radius from the approved vending location.~~
- ~~c. Vendors within Old Town may operate only between the hours of 8:00 a.m. and 10:00 p.m. except in association with a City approved special event.~~
- ~~d. No vending stand shall exceed four (4) feet in width, eight (8) feet in length, and eight (8) feet in height.~~
- ~~e. All food or drink sold must be for immediate consumption.~~
- ~~f. Trash receptacles shall be provided for use by patrons. Trash and refuse generated by the vending cart shall not be disposed of in public trash receptacles. All trash must be removed and disposed of by the vendor at the conclusion of each business day, or more frequently as necessary.~~

- ~~g. All items relating to the vending business shall be confined to the stand itself. Seating, tables or other furniture may not be provided in association with the vending operation.~~
- ~~h. A vending stand shall not be left unattended while in operation or left outdoors overnight.~~
- ~~i. Vendors shall not solicit or conduct business with persons in motor vehicles.~~
- ~~j. Vendors shall not sound any device that produces a loud and raucous noise, or use or operate any loudspeaker, public address system, radio, sound amplifier or similar device to attract the attention of the public.~~
- ~~k. No advertising shall be permitted on any stand, except to identify prices and/or the name of the product or vendor.~~
- ~~l. All vending stands shall comply with the following safety requirements:~~
 - ~~i. All equipment shall be secured in order to prevent movement during transit and to prevent detachment in the event of a collision or overturn. A safety knife holder shall be provided to avoid the loose storage of knives.~~
 - ~~ii. All mechanical instruments used in the operation of the stand shall be installed so as to be hidden from view to the extent possible while remaining accessible.~~

SECTION 12. The Zoning Ordinance, Section 4 (Employment Districts), Subsection 402 (Land Use Matrix) is hereby amended by modifying the Land Use Matrix by deleting and/or inserting new or modified entries as follows:

Land Use Matrix

Permitted Use	P
Permitted Use with Conditions	PC
Conditional Use Permit	C
Accessory Use	A
Not Permitted	-

LAND USE	CP	A-1
Ambulance dispatch facility	P	P
Animal shelter	-	C
Auto body and engine repair, upholstery, painting facilities, and similar uses for trucks, automobiles, boats, motorcycles, recreational vehicles, and similar	-	P

LAND USE	CP	A-1
Aviation related business, including aircraft repair, sales and service	-	C
Banks and chartered financial institutions	P	-
Business support services - photocopy centers, office supply stores, and package delivery services.	P	C
Catering	P	P
Child care center	C	-
Clinic for dental and medical	P	-
Contractor's materials storage yard	-	P
Data and call centers	P	P
Day laborers hiring center	-	C
Design centers	P	P
Distribution of products manufactured or assembled onsite	A	A
Dry cleaning drop-off establishment	P	-
Dry cleaning plant	-	P
Employment agency	P	-
Emissions testing facility	-	P
Extraction of rock, sand, gravel, etc. operations	-	C
Garages for repair of trucks, buses and heavy equipment	-	P
Government offices and facilities - federal, state, county and city.	P	P
Health and exercise centers, intended to serve the surrounding employment uses (maximum 10,000 square feet gross building area)	P	-
Hospital and urgent-care facility	P	-
Hotel and conference center	P	-
Impound lot	-	C
Laboratories for product development, testing, experimenting and investigating - bio-science, medical, dental, pharmaceutical, electronic and similar uses.	P	P
Landscaping and agricultural supplies and equipment, wholesaling, and storage	-	P
Manufacturing and assembly, light	P	P
Manufacturing and assembly, heavy	-	P
Manufacturing of hazardous materials (explosives, chemicals, dry ice, gases, gasoline, petroleum, paints, varnishes, and other similar) manufacturing or processing	-	C
Medical, dental, or health offices, excluding plasma centers and medical marijuana uses	P	-
Medical Marijuana Dispensary	-	PC
Medical Marijuana Cultivation Location	-	PC
Mini-storage warehouse, excluding outdoor storage of vehicles or trailers	C	C
Mining or drilling operations	-	C
Mixing plant for cement or paving	-	C

LAND USE	CP	A-1
<u>Mobile Food Vendor</u>	<u>P</u>	<u>P</u>
Motion picture productions (studio)	C	P
Motor vehicle assembly	-	P
Outdoor storage associated with an on-site primary use, excluding vehicles	C	PC
Pharmacy, when integral to a multi-tenant building (no drive-through)	P	-
Processing of meats, fats or oils	-	C
Professional offices	P	P
Public utility facilities	P	P
Recycling facility, metals collecting and crushing	-	C
Restaurant, Full Service (no drive-through)	P	-
Retail sales that primarily support the businesses and employees of the commerce park and not the general population	C	C
Sale of products manufactured or assembled on-site	A	A
Schools, vocational, business, trade, college, university	P	-
Sexually oriented businesses, subject to the requirements of Section 10 of the Zoning Ordinance	-	PC
Signs and monuments, including sales, manufacturing and assembly of signs or sign components	P	P
Transmitting and receiving towers	C	C
Truck and trailer fueling, dispatch and weighing stations	-	C
Veterinary hospital, clinic	P	-
Vehicle storage facility, excluding dead vehicle storage	-	P
Warehousing	A	P
Wholesaling	-	P

SECTION 13. The Zoning Ordinance, Section 5 (Special Districts, Overlays), Subsection 501 (City Center District) is hereby deleted in its entirety and replaced with the following:

501 The BLVD District

A. Purpose

The BLVD Specific Plan (“The BSP”) was created to implement the City Council’s vision of creating a vibrant, urban, mixed use environment that will become a premier destination for shopping, dining, entertainment, employment and various types of residential uses for the area of Avondale located between the Avondale Civic Center and Interstate Highway 10. The BLVD Zoning District (The BLVD District, or “The BLVDD”) is intended to complete the vision expressed in The BSP by prescribing building form, site design and

architectural standards for The BLVD area.

The BLVDD consists of two (2) components approved by the City Council: (A) a legislatively approved base zone, the boundaries of which are consistent with Figure 2-1 of The BSP, containing the basic performance standards and regulations for the respective Sub-Districts shown on Figure 2-1 of The BSP and (B) an administratively approved (by the City Council), individualized Development Plan that selects the land uses from those allowed in the applicable Sub-District and organizes such uses into a form-based Development Plan specific to a site. Accordingly, the Sub-District categories set forth in Section 501.C below are intended to directly relate to and implement the provisions set forth in Section 2.0 of The BSP for the corresponding Sub-District category. The BLVDD is intended to be flexible to allow for a parcel of land to be entitled in a single step by combining the Development Plan with the base zone approval, much like a typical PAD rezoning, or to allow for the base zone to precede the Development Plan.

B. Applicability

1. Only properties within The BSP boundary will be permitted to rezone to The BLVDD.

The development regulations related to each Sub-District and the boundaries thereof shall correspond to the descriptions of the Sub-Districts of the same name in Section 2.0 of The BSP and the boundaries and locations of the Sub-Districts as shown on Figure 2-1 of The BSP.

C. Sub-Districts

The BSP is divided into six (6) Sub-Districts. Properties within each Sub-District shall comply with the Land Uses and Development Standards set forth in this Section in accordance with the standards in The BSP for each such Sub-District. The six (6) Sub-Districts are described below:

1. Gateway District

The Gateway District, which features direct frontage on I-10 and offers significant visibility, is designed to accommodate development of commercial uses that will act as catalysts and spur demand for development in the remainder of The BLVD area. Commercial uses that would typically be classified as development catalysts include, but may not be limited to, post-secondary education campuses, medical campuses and/or hospital(s), resort hotels, and/or 4-story or greater Class-A corporate headquarters. In addition to catalyst type uses, dense urban form residential developments (minimum 22 dwelling units per acre), 2-3 story mid-rise office, and urban form retail/restaurant uses are appropriate. Industrial uses, such as manufacturing and warehousing, are inappropriate in this District. All uses may be served by surface and/or structured parking. Building heights shall not exceed ten (10) stories. However, a building may be built up to sixteen (16) stories with City Council approval as part of the Development Plan process.

2. Village District

The Village District, located west of Avondale Boulevard and north of Van Buren Street, is designed to accommodate more conventional retail, restaurant, office, employment, and urban-form multi-family uses (minimum 18 dwelling units per acre), all with a strong emphasis on pedestrian-orientation and contemporary, urban design that interfaces with and creates a presence on adjacent streets. Developments within the Village District should generate a diversity of activity to attract people to the area and support The BLVD area as a whole. Convenience uses that cater to automobiles, for example drive-through restaurants, are restricted in regards to quantity and feature design requirements intended to ensure they do not hinder walkability. Building heights shall not exceed ten (10) stories. However, a building may be built up to sixteen (16) stories as part of the Development Plan process.

3. Park Avenue District

The Park Avenue District, located east of Avondale Boulevard, north of Van Buren Street, is the planned core of The BLVD. Development within this District will be centered around a public gathering area that will accommodate events and activities that bring people into The BLVD, creating a vibrant, active street scene and, in turn, support local businesses. Permitted uses within the Park Avenue District include a mix of hotel, retail, restaurants, sports, entertainment, theater, cultural, multi-family residential (minimum 22 dwelling units per acre), studios, offices, and post-secondary education, all of which must be designed to interface with adjacent streets in an urban manner and feature modern, contemporary design. Uses must also be designed immediately adjacent to usable open spaces, such as plazas, outdoor dining areas, and the like, with the intent of creating an active outdoor environment. Convenience uses that cater to automobiles, for example drive-through restaurants, are restricted in regards quantity and feature design requirements intended to ensure they do not hinder walkability. Building heights shall not exceed ten (10) stories. However, a building may be built up to sixteen (16) stories as part of the Development Plan process.

4. Residential District

The Residential District, located in the northwest quadrant of The BLVD, is designed to accommodate development of high-density housing in close proximity to the Park Avenue District core. A broad range of residential uses are permitted in this District to appeal to various lifestyle choices, including attached single-family, apartments, townhomes, and condominiums. In addition, small lot, single-family detached homes may be appropriate as a transitional use where the Residential District abuts existing single-family residential. All residential development will provide highly-amenitized luxury living in an urban form. Development standards for this District are designed to prevent development of “garden apartments” and other inwardly focused, suburban residential types and encourage development of urban rowhomes, townhomes, or other residential types that are more outwardly focused, strongly

interfaced with adjacent streets, and that contribute to an overall sense of community within The BLVD at-large. The minimum required density in this District is 18 dwelling units per acre, though product types under the minimum density may occur as part of a master residential development that, as a whole, meets the minimum density requirement. Limited commercial uses are permitted if located on the ground floor of a multi-story building with residential uses above. Building heights shall not exceed six (6) stories; within 300 feet of single-family residential uses, building heights shall not exceed three (3) stories.

5. Neighborhood District

The Neighborhood District, located east of Avondale Boulevard, south of Van Buren Street and north of the Civic Center complex, is designed to accommodate development of detached single-family residential homes and/or attached townhomes with a density between 4 and 12 dwelling units per acre. Urban form development is not required, but is encouraged, in the Neighborhood District. Building heights shall not exceed two (2) stories or 30 feet.

6. Promenade District

The Promenade District, located south of Van Buren Street west of Avondale Boulevard, allows for a variety of retail, restaurant, service and office uses which will support the daily needs for goods and services of residents of The BLVD and surrounding neighborhoods. The character and form of development in the Promenade District will be noticeably more suburban than in other portions of The BLVD, though pedestrian-orientation is still a priority. Auto-oriented uses that are heavily restricted in other Districts, such as drive-throughs, are appropriate in the Promenade District. Building heights shall not exceed two (2) stories or 30 feet.

D. Administration

1. Establishment

The BLVDD base zoning may be established on property within The BLVD area, as defined by The BSP Figure 2-1, according to the procedures outlined in Section 110 of this Zoning Ordinance.

2. Opt-In

Owners of property located within the boundaries of the The BSP will retain the existing City Center District (CCD) as the active zoning district until such time as a property owner chooses to Opt-In to The BLVDD. All requirements of the existing CCD zoning (See Section 501.K) remain in effect until a property owner elects to Opt-In to The BLVDD.

- a. A property owner may Opt-In to The BLVDD by signing before a notary public a “The BLVDD Opt-In” form prepared by the Zoning Administrator.
- b. Such form shall state, at a minimum, that:
 - i. The BLVDD standards are in effect for the identified parcel(s) as of the signature date of the Opt-In form,
 - ii. The requirements of the previous CCD are no longer applicable for that site, and
 - iii. Any future development shall adhere to the requirements of The BLVDD, including submittal of a Development Plan to be approved by the City Council.
- c. Once an Opt-In form is signed and notarized, in no case may any subsequent development on the site be based upon the standards of the existing CCD, nor may the site be developed using a mixed set of standards of both the former CCD zone and The BLVDD zone at the same time.
- d. Once signed, the City shall maintain an official record of the agreement in the files of the Planning Division and shall update the Official Zoning Map of the City to reflect the change to the property’s zoning district from CCD to The BLVDD.

3. Required Development Plan.

In addition to the approved The BLVDD base zoning, a City Council-approved Development Plan is required prior to any application for a development permit within The BLVD.

- a. Development Plans may be filed for all or part of the property zoned or to be zoned The BLVDD. Development Plans shall be submitted in accordance with Section 106, Site Plan and Design Review; provided, however that the Planning Commission shall review, and City Council shall review and approve, all Development Plans for properties zoned The BLVDD.
- b. The ordinance approving the rezoning of a property to The BLVDD shall indicate, both by narrative text and a map, the location and boundaries of the Sub-Districts that are included in the area to be rezoned.

4. Amendment.

The Zoning Administrator or designee shall determine whether a proposed amendment to an approved Development Plan is a Major or Minor Amendment. Major Amendments shall require City Council approval with a recommendation of the Planning Commission. Minor Amendments shall require administrative

approval by the Zoning Administrator or designee only.

- a. Major Amendment: Any one (1) of the following shall be considered a Major Amendment of a Development Plan:
 - i. A significant change in boundary lines of the development. Minor and technical adjustments to the boundary lines within the Development Plan are permitted without a Major Amendment so long as (i) the area affected by the boundary change does not exceed fifteen (15) percent of the total area subject to the Development Plan, (ii) the adjustments do not significantly alter the traffic or pedestrian circulation system for the Development Plan and (iii) in the reasonable opinion of the Zoning Administrator, the overall character of the Development Plan, if modified, will remain in substantial conformance with The BSP and the Development Plan as originally approved. Any expansion or relocation of a boundary line not within the scope of this exception shall be considered a major amendment of the Development Plan. Such boundary line changes may also require an amendment to The BSP prior to any City Council consideration of the change to the Development Plan.
 - ii. Any change that could have significant negative impact on uses adjoining the development.
 - iii. Any change that could have a significant impact on roadways adjacent or external to the development.
 - iv. Any change that could have a significant negative impact on the amount of parking required or provided by the development.
 - v. Any change to a phasing plan that could have a significant negative impact on adjacent or surrounding developments.
- b. Minor Amendment: All amendments to a Development Plan not determined by the Zoning Administrator to be Major Amendments according to the criteria set forth in subsection (a) above shall be Minor Amendments.

E. Land Uses

Land uses for each Sub-District shall comply with the Land Use Matrix set forth below. Uses not listed as a permitted, permitted with conditions, or conditional use shall be prohibited from the applicable zoning district. In the event a particular use is not listed in this Section and such use is not otherwise prohibited by law, the Zoning Administrator or designee shall determine whether such use is analogous to other listed uses; the determination shall be made pursuant to Section 105 of this Ordinance.

G = Gateway District

V = Village District

PA = Park Avenue District
N = Neighborhood District

R = Residential District
P = Promenade District

P = Permitted

A = Accessory

C = Conditional Use

FF = First Floor w/ Residential Above

PC = Permitted with Conditions

- = Not Allowed

<u>LAND USE</u>	<u>THE BLVD SUB-DISTRICTS</u>					
	<u>G</u>	<u>V</u>	<u>PA</u>	<u>R</u>	<u>N</u>	<u>P</u>
<u>Amusement parks, outdoor</u>	<u>C</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Antique Store</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Aquarium</u>	<u>C</u>	<u>-</u>	<u>C</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Art gallery</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Art studio</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Automobile rental facility with no on-site storage</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>P</u>
<u>Banks and financial institutions without drive-through, excluding non-chartered financial institutions</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Bar</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>FF</u>	<u>-</u>	<u>PC</u>
<u>Barber/Beauty shop</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Bowling alley</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Brewery, ancillary to a bar or restaurant</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Bus terminals</u>	<u>-</u>	<u>-</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Business Support Services</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Child care center</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>-</u>	<u>-</u>	<u>C</u>
<u>Child care, in-home, as an accessory use to the primary residential use of a dwelling</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>-</u>
<u>Cigar Bar or tobacco lounge</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Clothing alteration, custom dressmaking or tailor shop</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>College or university</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>P</u>
<u>Commercial sporting complexes</u>	<u>C</u>	<u>-</u>	<u>C</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Concert facilities, outdoor</u>	<u>C</u>	<u>-</u>	<u>C</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Consignment shops</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Convention centers and exhibition halls</u>	<u>C</u>	<u>-</u>	<u>C</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Dance studio</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Drive-through uses, including restaurants and financial institutions</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>-</u>	<u>-</u>	<u>PC</u>
<u>Dry cleaning and laundry establishment, pick-up and drop-off only</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>-</u>
<u>Emergency medical care facility</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>P</u>
<u>Employment agencies excluding day labor</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>P</u>
<u>Extended stay hotel</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>LAND USE</u>	<u>THE BLVD SUB-DISTRICTS</u>					
	<u>G</u>	<u>V</u>	<u>PA</u>	<u>R</u>	<u>N</u>	<u>P</u>
<u>Farming</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
<u>Gas station (allowed only as an accessory use to a grocery store)</u>	<u>-</u>	<u>C</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>C</u>
<u>Grocery stores up to 36,000 square feet in floor area</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Grocery stores exceeding 36,000 square feet in floor area</u>	<u>-</u>	<u>C</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>C</u>
<u>Health and exercise center</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>A</u>	<u>-</u>	<u>-</u>
<u>Home Occupations, as an accessory to the primary residential use of a dwelling</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>-</u>
<u>Hospitals</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Hotel, excluding extended stay hotel</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>P</u>
<u>Ice skating rink, indoor</u>	<u>P</u>	<u>-</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Indoor commercial recreation/entertainment uses not otherwise listed</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>P</u>
<u>Laboratory for bio-science, dental, medical and research & development</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>P</u>
<u>Libraries</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Liquor stores</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>-</u>	<u>-</u>	<u>C</u>
<u>Massage therapy (medical)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Massage or day spa</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Medical, dental or health offices, clinics and laboratories, excluding plasma centers</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Museum and cultural centers</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Movie theater, indoor</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Music studio</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Nail salon</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Night Club</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Outdoor Dining, ancillary to a restaurant</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>-</u>	<u>A</u>
<u>Parking Lot, surface</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>Parking Structure</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>-</u>	<u>A</u>
<u>Pet boarding and day care facility</u>	<u>-</u>	<u>PC</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>PC</u>
<u>Places of worship</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Pre-schools and similar uses</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C/ FF</u>	<u>-</u>	<u>C</u>
<u>Professional offices</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Public uses</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Public utility buildings, structures, uses, facilities and equipment</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
<u>Real Estate office</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>

<u>LAND USE</u>	<u>THE BLVD SUB-DISTRICTS</u>					
	<u>G</u>	<u>V</u>	<u>PA</u>	<u>R</u>	<u>N</u>	<u>P</u>
<u>Reception centers</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Residential, Multi-Family</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>-</u>	<u>-</u>
<u>Residential, Single-Family Attached</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>-</u>
<u>Residential, Single-Family Detached</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>PC</u>	<u>PC</u>	<u>-</u>
<u>Resorts</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Restaurants, without drive-through</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>-</u>
<u>Retail sales of new merchandise within enclosed buildings, up to 50,000 square feet in floor area, excluding liquor stores, discount stores, and grocery stores</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Retail sales of new merchandise within enclosed buildings, exceeding 50,000 square feet in floor area, excluding liquor stores, discount stores, and grocery stores.</u>	<u>P</u>	<u>C</u>	<u>C</u>	<u>-</u>	<u>-</u>	<u>C</u>
<u>Roller rink, indoor</u>	<u>-</u>	<u>-</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Sidewalk Café</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Social/private clubs</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Specialty retail/sales, indoor (excluding liquor stores, thrift stores and surplus stores)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Specialty services</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Stadiums</u>	<u>C</u>	<u>-</u>	<u>C</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Tanning salon</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Theater, excluding movie theaters</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>P</u>
<u>Ticket and travel agency</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Veterinary hospital, offices and clinics, excluding animal boarding</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>-</u>	<u>-</u>	<u>PC</u>
<u>Video arcade or game room</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>
<u>Wine Bar</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>	<u>P</u>

F. Use-Specific Conditions

Land uses listed in the land use matrix above as Permitted with Conditions are permitted by right only if the conditions listed below for the individual uses are met. Land uses listed as Conditional Uses require City Council approval of a Conditional Use Permit in accordance with Section 108 of this Ordinance. Based on Development Plan review, Staff may add additional conditions of approval deemed necessary to protect the health, safety and public welfare.

1. Bars are allowed in the Gateway, Village, Park Avenue, Residential (first-floor below residential only), and Promenade Sub-Districts; provided, however, that (1) the exterior building wall of a bar shall not be located within one thousand three hundred twenty

- (1,320) feet of the exterior property lines of a public or private school, or church and (2) closing time for dance floors or other accessory uses to a bar shall coincide with the closing time for the bar.
2. In-home child care is permitted as an accessory use to the primary residential use of a dwelling in the Gateway, Village, Park Avenue, Residential, and Neighborhood Sub-Districts. The in-home child care shall not provide care for five (5) or more children not related to the residents at any point in time.
 3. Drive-through uses, including restaurants and financial institutions, are allowed in the Gateway, Village, Park Avenue and Promenade Sub-Districts subject to the following limitations:
 - a. Within the Gateway Sub-District, no stand-alone drive-through uses shall be permitted.
 - b. Within the Park Avenue Sub-District, a maximum of one (1) stand-alone drive-through, limited to a coffee shop only, shall be permitted, set back at least 200 feet east of Avondale Boulevard.
 - c. Within the Village Sub-District, a maximum of two (2) stand-alone drive-through uses shall be permitted, limited to one (1) coffee shop and one (1) restaurant, set back at least 200 feet west of Avondale Boulevard.
 - d. Within the Promenade Sub-District, there shall be no limitation on the maximum number of drive-through uses permitted.
 - e. The limitations set forth in subsections 501(F)(1)(a), (b), and (c) above shall not apply to drive-through uses incorporated into the design of multi-tenant inline shop buildings.
 4. Extended stay hotels are allowed in the Gateway, Village, and Park Avenue Sub-Districts only pursuant to a Development Agreement approved by the City Council in its sole and absolute discretion.
 5. Farming is allowed in all Sub-Districts for a period not to exceed five (5) years from the date of rezoning; provided, however, that farming is limited to the cultivation and harvesting of crops and that no agricultural uses which utilize livestock (i.e. dairy farming), plant nurseries, or greenhouses shall be allowed. Farming and agricultural uses legally occurring on the property prior to rezoning to The BLVDD shall not be subject to this provision. After the initial time five (5) year time period has elapsed, such use may only continue under a Conditional Use Permit.
 6. Gas stations are allowed in the Village and Promenade Sub-Districts subject to approval of a Conditional Use Permit if and only if the gas station is an accessory to a grocery use. A maximum of one (1) such gas station shall be permitted subject to

CUP approval in each Sub-District. Any such gas station must front onto Van Buren Street and may not front on Avondale Boulevard or Corporate Drive.

7. Grocery stores exceeding 36,000 square feet in floor area are allowed in the Village and Promenade Sub-Districts subject to approval of a Conditional Use Permit, provided they include all of the following components:
 - a. Indoor eateries
 - b. Specialty beverage staff (such as a sommelier or cicerone) and/or a wine and/or craft beer bar
 - c. Juice bar and/or coffee shop
 - d. Specialty food counters, such as imported cheeses, a sushi bar, a salad bar, or similar products
8. Home occupations are permitted as an accessory use to the primary residential use of a dwelling in the Gateway, Village, Park Avenue, Residential, and Neighborhood Sub-Districts, subject to the requirements and restrictions listed in Section 203 (G) of this Ordinance.
9. Liquor stores are allowed in the Gateway, Village, Park Avenue, and Promenade Sub-Districts subject to approval of a Conditional Use Permit, provided that there are no other liquor stores located within one thousand three hundred twenty (1,320) feet of another liquor store, measured in a straight line from the nearest property line of each property.
10. Night clubs are allowed in the Gateway, Village, and Park Avenue Sub-Districts; provided, however, that (a) the exterior building wall of a night club shall not be located within one thousand three hundred twenty (1,320) feet of the exterior property lines of a public or private school, or church, (2) closing time for dance floors or other accessory uses to a night club shall coincide with the closing time for the night club and (3) with respect to the Gateway and Village Sub-Districts only, exits and entrances to a night club shall not be located within three hundred (300) feet of a residence, excluding residences on upper floors above ground floor commercial.
11. Pet boarding and day care facilities are allowed in the Village and Promenade Sub-Districts subject to the requirements and restrictions listed in Section 304 of this Ordinance.
12. Public utility buildings, structures, uses, facilities and equipment are permitted in all Sub-Districts subject to the requirements and restrictions listed in Section 304 of this Ordinance.

13. Single-Family attached residences, such as townhomes and condominiums, are allowed in the Gateway, Village, Park Avenue, Residential, and Neighborhood Sub-Districts subject to the following:
 - a. Within the Gateway and Park Avenue Sub-Districts, a minimum density of 22 dwelling units per acre must be provided.
 - b. Within the Village and Residential Sub-Districts, a minimum density of 18 dwelling units per acre must be provided. Within the Residential Sub-District only, densities under 18 dwelling units per acre may be provided if the attached residences are part of a multi-faceted residential development that, as a whole, achieves a minimum density of 18 dwelling units per acre.
 - c. Within the Neighborhood Sub-District, density shall be within a range of four (4) to twelve (12) dwelling units per acre.
 - d. Developments shall provide usable open space in the amount of 15 percent of the net site area. Indoor spaces for use by residents, such as clubhouses, gyms, movie theaters, and the like, shall be considered usable open space.
14. Single-Family detached residences are allowed in the Residential and Neighborhood Sub-Districts subject to the following:
 - a. Within the Residential Sub-Districts, a minimum density of 18 dwelling units per acre must be provided, however, densities under 18 dwelling units per acre may be provided if the detached residences are part of a multi-faceted residential development that, as a whole, achieves a minimum density of 18 dwelling units per acre.
 - b. Within the Neighborhood Sub-District, density shall be within a range of four (4) to twelve (12) dwelling units per acre.
 - c. Developments shall provide usable open space in the amount of 15 percent of the net site area. Indoor spaces for use by residents, such as clubhouses, gyms, movie theaters, and the like, shall be considered usable open space.
15. Multi-family residences are allowed in the Gateway, Village, Park Avenue, and Residential Sub-Districts subject to the following:
 - a. Within the Gateway and Park Avenue Sub-Districts, a minimum density of 22 dwelling units per acre must be provided.
 - b. Within the Village and Residential Sub-Districts, a minimum density of 18 dwelling units per acre must be provided. Within the Residential Sub-District only, densities under 18 dwelling units per acre may be provided if the multi-family

residences are part of a multi-faceted residential development that, as a whole, achieves a minimum density of 18 dwelling units per acre.

- c. Developments shall provide usable open space in the amount of 15 percent of the net site area. Indoor spaces for use by residents, such as clubhouses, gyms, movie theaters, and the like, shall be considered usable open space.

16. Veterinary hospitals, offices and clinics, excluding animal boarding, is allowed in the Gateway, Village, Park Avenue and Promenade Sub-Districts subject to the requirements and restrictions listed in Section 304 of this Ordinance.

G. Development Standards

The following development standards shall apply to all development within The BLVDD:

1. Outdoor storage of goods and materials is prohibited.
2. Warehousing or indoor storage of goods or material beyond that normally incidental to permitted uses is prohibited.
3. Front porches, stoops, balconies, and bay windows may extend into required street setbacks in the Gateway, Village, Park Avenue, Residential and Promenade Sub-Districts.
4. The following table outlines the minimum development standards within each Sub-District. Standards in excess of these minimums may be required in accordance with the conditions required of Conditional Use Permits or uses permitted with conditions.

-	<u>Gateway</u>	<u>Village</u>	<u>Park Avenue</u>	<u>Residential</u>	<u>Neighborhood</u>	<u>Promenade</u>
<u>Minimum Lot Width</u>	None					
<u>Minimum Lot Depth</u>	None					
<u>Maximum Lot Coverage</u>	None					
<u>Maximum Building Height</u>	<u>10 stories/ 110 feet (a)</u>			<u>6 stories/ 70 feet (b)</u>	<u>2 stories/30 feet</u>	
<u>Minimum Building Setbacks</u>	-					
<u>from Avondale Boulevard</u>	<u>15'</u>			<u>Not Applicable</u>	<u>15'</u>	
<u>from Van Buren Street</u>	<u>Not Applicable</u>	<u>15'</u>		<u>Not Applicable</u>	<u>15'</u>	
<u>from Collector streets</u>	<u>15'</u>					

<u>from Local streets</u>	<u>None</u>			<u>18'</u>	<u>None</u>
<u>from side property line</u>	<u>None</u>		<u>0 feet (c)</u>	<u>5 feet (d)</u>	<u>None</u>
<u>from rear property line</u>	<u>None</u>		<u>None (e)</u>	<u>15'</u>	<u>None</u>
<u>from adjacent non-BLVD single-family residential property lines</u>	<u>Not Applicable</u>	<u>30'</u>		<u>15' (f)</u>	<u>30'</u>
<u>Minimum Parking Setbacks</u>	-				
<u>from Avondale Boulevard</u>	<u>40'</u>		<u>Not Applicable</u>	<u>40'</u>	
<u>from Van Buren Street</u>	<u>Not Applicable</u>	<u>30'</u>	<u>Not Applicable</u>	<u>30'</u>	
<u>from Collector streets</u>	<u>30'</u>				
<u>from Local streets</u>	<u>15'</u>				
<u>Maximum Building Setbacks</u>	-				
<u>from Avondale Boulevard</u>	<u>40'</u>		<u>Not Applicable</u>	<u>40'</u>	
<u>from Van Buren Street</u>	<u>Not Applicable</u>	<u>30'</u>	<u>Not Applicable</u>	<u>30'</u>	
<u>from Collector streets</u>	<u>20'</u>				
<u>from Local streets</u>	<u>None</u>	<u>15'</u>	<u>None</u>		
<u>Minimum percentage of linear site frontage with buildings located at or inside of maximum setback:</u>	-				
<u>Avondale Boulevard frontage</u>	<u>50%</u>	<u>60%</u>	<u>70%</u>	<u>Not Applicable</u>	<u>None</u>
<u>Van Buren Street frontage</u>	<u>Not Applicable</u>	<u>30%</u>	<u>35%</u>	<u>Not Applicable</u>	<u>None</u>
<u>Collector street frontage</u>	<u>50%</u>	<u>60%</u>	<u>70%</u>		<u>None</u>
<u>Local street frontage</u>	<u>None</u>		<u>70%</u>	<u>None</u>	
<u>Minimum Usable Open Space (Residential), percent of net site area</u>	<u>15%</u>				<u>Not Applicable</u>
<u>Minimum Plaza/Gathering/Outdoor Dining Area (Non-Residential), percent of net site area</u>	<u>10%</u>	<u>15%</u>	<u>Not Applicable</u>		<u>5%</u>

<u>(a) 11 to 16 stores (maximum 170 feet) may be permitted by the City Council through the Development Plan approval process</u>		
<u>(b) Height may not exceed 3 stories or 40' within 300 feet of single-family residential property located outside of the BSP boundary</u>		
<u>(c) A 5' side setback is required for detached single-family residential product types</u>	-	-
<u>(d) 0' side setback is permitted for attached single-family residential product types</u>	-	-
<u>(e) A 15' rear setback is required for detached single-family residential product types</u>	-	-
<u>(f) A minimum 30' rear setback is for attached single-family residential product types</u>	-	-

H. Design

1. All developments shall comply with the Development Form Design Guidelines listed in Section 2.1 of The BSP. Any design issues not addressed in The BSP or in this Zoning Ordinance shall be subject to the design guidelines listed in the Single Family Residential Design Manual, Multi-Family Residential Design Manual, or Commercial and Industrial Design Manual, whichever Manual applies to the type of use proposed. While specific architectural themes, color palettes, and material palettes are not dictated by The BSP or this Zoning Ordinance, individual buildings shall feature contemporary design and be designed to complement, but not match, other buildings within The BLVD area.
2. All developments shall comply with the applicable street sections within The BSP (Figures 2-1 through 2-8, inclusive).
3. Exceptions and departures to the Design Form guidelines (The BSP Section 2.1) or street sections (The BSP Figures 2-1 through 2-8, inclusive) within a Development Plan may be forwarded to the Planning Commission for review and recommendation, and approved by the City Council, which approval may be granted only if the City Council finds in its sole and absolute discretion, that the project still achieves the overall intent, objectives, and guidelines of The BSP and the project design meets the basic requirements for traffic circulation, pedestrian orientation, shade, and design continuity.

I. Parking

Parking for each land use shall be provided by a combination of on-street parking, off-street surface parking and parking structures. The amount of required parking, parking dimensions, and other parking lot design requirements shall be governed by Section 8 of this Ordinance, except that:

1. The amount of required parking may be reduced by up to fifty (50) percent where it can be determined that the peak requirements of the several occupancies occur at different times and where a shared parking operations plan, approved by the Zoning Administrator or designee, shows that this reduction in parking will not cause conflicts among nearby uses. Such a shared parking analysis may be based on:
 - a. Intermittent non-conflicting uses. When required parking reductions are predicted as a result of sharing between intermittent uses with non-conflicting parking demands (e.g. a nightclub and a bank), then the reduction can be considered.
 - b. Parking occupancy rates. When the parking reduction has been shown to be feasible by using the demand calculations as determined by an analysis of typical local parking demand.
 - c. Existing parking surveys. When a study of existing parking shows parking occupancy rates of morning, afternoon and evening peaks on all seven (7) days of the week. The seven (7) days of observation may take place over the span of two (2) consecutive, typical weeks. A combination of similar circumstances may be necessary to cover all the proposed land uses. The approximate square footages of the various land uses of the specimen projects shall be compared to the proposed project to allow the ratios of uses to be rated accordingly.
2. On-street parking and/or City-owned and operated off-street surface parking lots and/or parking structures counted towards the required parking must be located within four hundred (400) feet of the use, measured from the exterior wall of the use to the closest perimeter of the on-street parking, surface parking, or parking structure.

J. Necessary Amendments

In the event that any of the provisions of The BSP referred to herein are amended, the Zoning Administrator shall concurrently give notice of and process an amendment to this Section 5, in accordance with the procedures outlined in Section 109 of this Zoning Ordinance.

K. City Center District

The City Center District (CCD) and the City Center Specific Plan (CCSP) were the precursors to The BLVDD and The BSP, respectively. Until all property owners within The BLVD Opt-In to The BLVDD District in accordance with the procedures outlined in 501.D.2 of this Ordinance, the CCD regulations must be maintained. No new rezonings to CCD shall be considered. At such time that there are no properties zoned CCD, this Subsection K will be deleted from the Ordinance in accordance with the procedures outlined in Section 109 of this Zoning Ordinance.

1. Purpose

The Avondale City Center Specific Plan, as amended (the “CCSP”) was created to implement the City Council’s vision of creating a high-density, mixed use environment that will become a premier destination for shopping, dining, entertainment, employment and various types of residential uses for the area of Avondale located between the Avondale Civic Center and Interstate Highway 10, commonly referred to as the City Center. The City Center Zoning District (the “CCD”) is intended to complete the vision expressed in the CCSP by prescribing building form, site design and architectural standards for the City Center. The CCD consists of two (2) components approved by the City Council: (A) a legislatively approved base zone, the boundaries of which are consistent with Figure 3-1 of the CCSP, containing the basic performance standards and regulations for the respective Sub-Districts shown on Figure 3-1 of the CCSP and (B) an administratively approved (by the City Council), individualized Development Plan that selects the land uses from those allowed in the base zone sub districts and organizes such uses into a form-based Development Plan specific to a site. Accordingly, the Sub-District categories set forth in Section 501.K.3 below are intended to directly relate to and implement the provisions set forth in Section 3.2 of the CCSP for the corresponding Sub-District category. The CCD is intended to be flexible to allow for a parcel of land to be entitled in a single step by combining the Development Plan with the base zone approval, much like a typical PAD rezoning, or to allow for the base zone to precede the Development Plan.

2. Applicability

- a. Only properties within the City Center boundary will be permitted to rezone to the CCD
- b. The development regulations related to each Sub-District and the boundaries thereof shall correspond to the descriptions of the Land Use Categories of the same name in Section 3.2 of the CCSP and the boundaries and locations of the Land Use Categories as shown on Figure 3-1 of the CCSP.

3. Sub-Districts

The CCD is divided into six (6) Sub-Districts. Properties within each Sub-District shall comply with the Land Uses and Development Standards set forth in this Section in accordance with the standards in the CCSP for each such Sub-District. The six (6) Sub-Districts are described below:

a. Gateway Employment.

The Gateway Employment (GE) Sub-District is designed to place primary land uses close to the freeway, to maximize opportunities for business exposure to the freeway and to ensure that residential uses are not located within six hundred (600) feet of freeway traffic. Primary uses in Gateway Employment Sub-District include retail, office, and hotel. In this Sub-District, residential, industrial, manufacturing, and warehouse uses are not permitted. Uses may be served by surface and/or

structured parking. Building heights shall not exceed ten (10) stories. However, a building may be built up to sixteen (16) stories with City Council approval as part of the Development Plan process. A variety of Mid-rise and high-rise office, pedestrian-oriented retail, large floor plate uses and big box uses are permitted in the Gateway Employment Sub-District, subject to an appropriate Development Plan.

b. Employment Mixed-Use.

The Employment Mixed-Use (EMU) Sub-District is designed to emphasize employment uses, including retail, professional office, hotel, and personal service uses. Residential units may be built on upper floors throughout the Employment Mixed-Use Sub-District if built in conjunction with employment uses; provided, however, that residential units fronting on and/or adjacent to Park Avenue or 117th Avenue may be built on the ground floor. The minimum ratio is one (1) square foot of employment use for every two (2) square feet of residential development, except for those properties fronting Park Avenue or 117th Avenue south of Corporate Drive, which may be exclusively residential. The mix of uses may be provided horizontally or vertically, and may be distributed across multiple properties, subject to Development Plan approval. Residential units may be incorporated throughout the first floor when it can be shown that such units support and heighten the purpose of the district.

The Employment Mixed-Use Sub-District is intended to include mid-rise and high-rise buildings of three (3) to ten (10) stories, predominantly served by structured parking. For a development project east of Avondale Boulevard, containing multiple buildings, the minimum average height shall be two (2) stories and the minimum floor area ratio shall be 0.5 at build out of all uses approved as part of the Development Plan, provided that the target floor area ratio should be 0.75 – 1.0. For a development project west of Avondale Boulevard containing multiple buildings, the average height shall be two (2) stories measured across multiple properties within a Development Plan, and the minimum floor area ratio shall be 0.25 at build out of all uses approved as part of the Development Plan, unless otherwise approved by the City Council. Building heights shall not exceed ten (10) stories. However, a building may be built up to sixteen (16) stories along Avondale Boulevard north of Van Buren Street with City Council approval as part of the Development Plan process.

c. Pedestrian Retail.

The Pedestrian Retail (PR) Sub-District includes all properties with frontage along pedestrian retail streets, as shown on Figure 3-1 of the CCSP. The land uses on the ground floor of buildings in the Pedestrian Retail Sub-District shall be restricted to those types of active uses that create a lively street environment. Professional offices and residential uses are not permitted in these ground floor locations, but are permitted on upper floors; provided, however, that residential uses fronting Park

Avenue are permitted on the ground floor.

The form of development shall be compact building footprints, with small street setbacks and wide sidewalks designed to facilitate pedestrian activity. Buildings with first floor restaurants shall include outdoor seating areas that do not conflict with pedestrian areas. For a development project containing multiple buildings, the minimum average height shall be two (2) stories and the minimum floor area ratio shall be 0.5 at build out of all uses approved as part of the Development Plan, provided that the target floor area ratio should be 0.75 – 1.0

d. Neighborhood Commercial.

The Neighborhood Commercial (NC) Sub-District is designed to allow for a suburban-type of development on the fringe of the City Center area, while still contributing to the intent of the look and feel of the City Center. Buildings along arterial streets shall conform to specific setbacks to provide the intended streetscape for the City Center area, while buildings at the interior of a site may have larger street setbacks. Uses allowed in the Neighborhood Commercial Sub-District are retail, restaurant, office, and personal service. Residential is appropriate on upper floors of multi-story buildings and may be approved as part of a development project containing multiple buildings.

e. Residential Mixed-Use.

The Residential Mixed-Use (RMU) Sub-District is designed to provide a transition between the Employment Mixed Use areas and residential neighborhoods. While residential is the primary land use, small office, retail, and personal service uses may be located on the ground floor of multi-story buildings. Non-residential uses such as small office buildings or boutique hotels may be permitted. Such non-residential uses shall be compatible in scale with nearby residential development and shall not adversely impact the quiet enjoyment of residential uses. Parking shall be located underneath or behind the units. Residential uses shall be developed at a minimum of fifteen (15) units per acre, and a maximum of forty-five (45) units per acre. Building heights shall range from two (2) to five (5) stories.

f. Townhouse Residential.

The Townhouse Residential (TR) Sub-District is designed to provide a transition between the Residential Mixed-Use Sub-District and neighboring Single-Family Residential development. Townhouse residential units shall be attached units with separate individual entrances fronting a public street and private open space attached to the individual unit in the form of patios or balconies. Parking shall be either attached or located on the same lot. Townhouse residential development may include interlocking units but may not include buildings with common stairways serving multiple units. The minimum density shall be twelve (12) units per acre and the maximum density shall not exceed twenty (20) units per acre.

Building heights are two (2) to three (3) stories.

4. Administration.

a. Establishment.

CCD base zoning may be established on property within the City Center according to the procedures outlined in Section 110 of this Zoning Ordinance. In addition to the approved CCD base zoning, a City Council-approved Development Plan is required prior to any application for a development permit within the City Center area.

1. Development Plans may be filed for all or part of the property zoned or to be zoned CCD. Development Plans shall be submitted in accordance with Section 106, Site Plan and Design Review; provided, however that the Planning Commission shall review, and City Council shall review and approve, all Development Plans for properties zoned CCD.
2. The ordinance approving the rezoning of a property to CCD shall indicate, both by narrative text and a map, the location and boundaries of the Sub-Districts that are included in the area to be rezoned.

b. Amendment.

The Zoning Administrator or designee shall determine whether a proposed amendment to an approved Development Plan is a Major or Minor Amendment. Major Amendments shall require City Council approval with a recommendation of the Planning Commission. Minor Amendments shall require administrative approval by the Zoning Administrator or designee only.

1. Major Amendment: Any one (1) of the following shall be considered a Major Amendment of a Development Plan:
 - i. A significant change in boundary lines of the development. Minor and technical adjustments to the boundary lines within the Development Plan are permitted without a Major Amendment so long as (i) the adjustments do not divide zoning Sub-Districts, (ii) the area affected by the boundary change does not exceed fifteen (15) percent of the total area subject to the Development Plan, (iii) the adjustments do not significantly alter the traffic or pedestrian circulation system for the Development Plan and (iv) in the reasonable opinion of the Zoning Administrator, the overall character of the Development Plan, if modified, will remain in substantial conformance with the CCSP and the Development Plan as originally approved. Any expansion or relocation of a boundary line not within the scope of this exception shall be considered a major amendment of the Development Plan. Such boundary line changes may also require an amendment to the CCSP

prior to any City Council consideration of the change to the Development Plan.

- ii. Any change that could have significant negative impact on uses adjoining the development.
- iii. Any change that could have a significant impact on roadways adjacent or external to the development.
- iv. Any change that could have a significant negative impact on the amount of parking required or provided by the development.
- v. Any change to a phasing plan that could have a significant negative impact on adjacent or surrounding developments.

2. Minor Amendment: All amendments to a Development Plan not determined by the Zoning Administrator to be Major Amendments according to the criteria set forth in subsection (a) above shall be Minor Amendments.

5. Land Uses

Land uses for each Sub-District shall comply with the Land Use Matrix set forth below. Uses not listed as a permitted, permitted with conditions, or conditional use shall be prohibited from the applicable zoning district. In the event a particular use is not listed in this Section and such use is not otherwise prohibited by law, the Zoning Administrator or designee shall determine whether such use is analogous to other listed uses; the determination shall be made pursuant to Section 105 of this Ordinance.

P = Permitted

C = Conditional Use

PC = Permitted with Conditions

FF = First Floor Only

A = Accessory

- = Not Allowed

<u>LAND USE</u>	<u>CITY CENTER SUB-DISTRICTS</u>					
	<u>GE</u>	<u>EMU</u>	<u>PR</u>	<u>NC</u>	<u>RMU</u>	<u>TR</u>
<u>Amusement parks, outdoor</u>	<u>C</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Antique Store</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Aquarium</u>	<u>C</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Art gallery</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Art studio</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Automobile rental facility with no on-site storage</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Banks and financial institutions without drive-through, excluding non-chartered financial institutions</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Bar</u>	<u>PC</u>	<u>PC</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Barber/Beauty shop</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Bingo Hall</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>LAND USE</u>	<u>CITY CENTER SUB-DISTRICTS</u>					
	<u>GE</u>	<u>EMU</u>	<u>PR</u>	<u>NC</u>	<u>RMU</u>	<u>TR</u>
<u>Bowling alley</u>	<u>P</u>	-	-	-	-	-
<u>Brewery, ancillary to a bar or restaurant</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	-
<u>Bus terminals</u>	<u>P</u>	-	-	-	-	-
<u>Business Support Services</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	-
<u>Business, technical, or vocational school</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	-	-
<u>Caretakers quarters</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	-	-
<u>Child care center</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Cigar Bar or tobacco lounge</u>	<u>P</u>	<u>P</u>	<u>P</u>	-	-	-
<u>Clothing alteration, custom dressmaking or tailor shop</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	-
<u>College or university</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>PC</u>	<u>PC</u>
<u>Commercial sporting complexes</u>	<u>C</u>	-	-	-	-	-
<u>Concert facilities, outdoor</u>	<u>C</u>	-	-	-	-	-
<u>Consignment shops</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	-	-
<u>Convention centers and exhibition halls</u>	<u>P</u>	-	-	-	-	-
<u>Dance studio</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	-
<u>Drive-through uses, including restaurants and financial institutions</u>	<u>P</u>	<u>PC</u>	-	<u>P</u>	-	-
<u>Dry cleaning and laundry establishment, pick-up and drop-off only</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	-
<u>Emergency medical care facility</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	-
<u>Employment agencies excluding day labor</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	-
<u>Extended stay hotel</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	-	-
<u>Farming</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
<u>Funeral Home</u>	<u>P</u>	-	-	-	-	-
<u>Gas station (allowed only as an accessory use to a grocery store)</u>	-	<u>PC</u>	-	<u>PC</u>	-	-
<u>Grocery stores up to 36,000 square feet in floor area</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	-
<u>Grocery stores exceeding 36,000 square feet in floor area</u>	<u>C</u>	<u>C</u>	-	<u>C</u>	<u>C</u>	-
<u>Health and exercise center</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	-
<u>Hospitals</u>	<u>P</u>	-	-	-	-	-
<u>Hotel, excluding extended stay hotel</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>PC</u>	<u>PC</u>
<u>Ice skating rink, indoor</u>	<u>P</u>	-	-	-	-	-
<u>Indoor commercial recreation/entertainment uses not otherwise listed</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	-	-
<u>Laboratory for bio-science, dental, medical and research & development</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	-	-
<u>Libraries</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	-
<u>Liquor stores</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	-	-
<u>Massage therapy (medical)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	-

<u>LAND USE</u>	<u>CITY CENTER SUB-DISTRICTS</u>					
	<u>GE</u>	<u>EMU</u>	<u>PR</u>	<u>NC</u>	<u>RMU</u>	<u>TR</u>
<u>Massage or day spa</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Medical, dental or health offices, clinics and laboratories, excluding plasma centers</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>PC</u>	<u>-</u>
<u>Museum and cultural centers</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Movie theater, indoor</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>
<u>Music studio</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Nail salon</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Night Club</u>	<u>PC</u>	<u>PC</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Outdoor Dining, ancillary to a restaurant</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>-</u>
<u>Parking Lot, surface</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>Parking Structure</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>Pet boarding and day care facility</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>-</u>	<u>-</u>
<u>Places of worship</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Pre-schools and similar uses</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Professional offices</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>PC</u>	<u>-</u>
<u>Public uses</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Public utility buildings, structures, uses, facilities and equipment</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
<u>Real Estate office</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Reception centers</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Residential</u>	<u>-</u>	<u>PC</u>	<u>PC</u>	<u>-</u>	<u>P</u>	<u>P</u>
<u>Resorts</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Restaurants, without drive-through</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Retail sales of new merchandise within enclosed buildings, up to 50,000 square feet in floor area, excluding liquor stores, discount stores, and grocery stores</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Retail sales of new merchandise within enclosed buildings, exceeding 50,000 square feet in floor area, excluding liquor stores, discount stores, and grocery stores.</u>						
<u>Roller rink, indoor</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Sidewalk Café</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Social/private clubs</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Specialty retail, indoor, excluding liquor stores</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Specialty sales (e.g. used books or used records, excluding thrift stores and surplus stores)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Specialty services</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Stadiums</u>	<u>C</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>LAND USE</u>	<u>CITY CENTER SUB-DISTRICTS</u>					
	<u>GE</u>	<u>EMU</u>	<u>PR</u>	<u>NC</u>	<u>RMU</u>	<u>TR</u>
<u>Swimming club, outdoor</u>	<u>C</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Tanning salon</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Telecommunication Tower</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
<u>Theater, excluding movie theaters</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>
<u>Ticket and travel agency</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Veterinary hospital, offices and clinics, excluding animal boarding</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>-</u>	<u>-</u>
<u>Video arcade or game room</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Wine Bar</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Zoo</u>	<u>C</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

6. Land uses listed in the land use matrix above as Permitted with Conditions are permitted by right only if the conditions listed below for the individual uses are met. Based on Development Plan review, staff may add additional conditions of approval deemed necessary to protect the health, safety and public welfare.
 1. A college or university is allowed in all CCD Sub-Districts provided that, in RMU and TR Sub-Districts, colleges and universities shall only be permitted if the buildings (1) are in scale with nearby residential development and (2) do not adversely impact current or future residential uses.
 2. Drive-through uses, including restaurants and financial institutions, are allowed in GE, NC and EMU Sub-Districts. However, in EMU Sub-Districts, drive-through uses are subject to the following limitations:
 - a. East of Avondale Boulevard, a maximum of one (1) stand-alone drive-through coffee shop use shall be permitted, set back at least 200 feet east of Avondale Boulevard.
 - b. West of Avondale Boulevard, a maximum of two (2) stand-alone drive-through uses shall be permitted, limited to one (1) coffee shop and one (1) restaurant, set back at least 200 feet of Avondale Boulevard and within a Development Plan of 30 acres or more.
 - c. The limitations set forth in subsections 501(K)(7)(b)(1) and (2) above shall not apply to drive-through uses incorporated into the design of multi-tenant inline shop buildings.
 3. A hotel, other than an extended stay hotel, is allowed in all CCD Sub-Districts; provided, however, that in RMU and TR, hotels shall be limited to a maximum of fifty (50) rooms and shall be constructed so that the buildings are in scale with nearby residential development and do not adversely impact current or future residential uses. An extended stay hotel is allowed in all CCD Sub-Districts only

pursuant to a Development Agreement approved by the City Council in its sole and absolute discretion.

4. Medical, dental or health offices, clinics and laboratories, excluding plasma centers, are allowed in the RMU Sub-District; provided, however, that unless located entirely on the first floor of a mixed use building, medical office buildings shall be constructed so that the buildings are in scale with nearby residential development and do not adversely impact current or future residential uses.
5. A professional office is allowed in the RMU Sub-District; provided, however, that unless located entirely on the first floor of a mixed use building, professional office buildings shall be constructed so that the buildings are in scale with nearby residential development and do not adversely impact current or future residential uses.
6. Bars are allowed in the GE and EMU Sub-Districts; provided, however, that (1) the exterior building wall of a bar shall not be located within one thousand three hundred twenty (1,320) feet of the exterior property lines of a public or private school, church, other bar or night club, (2) closing time for dance floors or other accessory uses to a bar shall coincide with the closing time for the bar and (3) with respect to GE Sub-Districts only, exits and entrances to a bar shall not be located within three hundred (300) feet of a residential district.
7. Night clubs are allowed in the GE and EMU Sub-Districts; provided, however, that (a) the exterior building wall of a night club shall not be located within one thousand three hundred twenty (1,320) feet of the exterior property lines of a public or private school, church, bar or other night club, (2) closing time for dance floors or other accessory uses to a night club shall coincide with the closing time for the night club and (3) with respect to GE Sub-Districts only, exits and entrances to a night club shall not be located within three hundred (300) feet of a residential district.
8. Residential Uses are allowed in EMU and PR Sub-Districts as part of a mixed-use development that provides a minimum ratio of one (1) square foot of employment use for every two (2) square feet of residential use; provided, however, that, except for residential uses fronting on and/or adjacent to Park Avenue and 117th Avenue south of Corporate Drive, such residential uses are only permitted on the upper floors. Construction of horizontally-integrated mixed use development does not need to occur in a single phase; vertically-integrated mixed use development must be completed in a single phase.
9. Farming is allowed in all CCD Sub-Districts for a period not to exceed five (5) years from the date of rezoning; provided, however, that farming is limited to the cultivation and harvesting of crops and that no agricultural uses which utilize livestock (i.e. dairy farming), plant nurseries, or greenhouses shall be allowed. Farming and agricultural uses legally occurring on the property prior to rezoning to

CCD shall not be subject to this provision. After the initial time five (5) year time period has elapsed, such use may only continue under a Conditional Use Permit.

10. Gas stations are permitted by a Conditional Use Permit in the EMU Sub-District west of Avondale Boulevard where they are an accessory to a grocery use; provided, however, that such gas stations must front onto Van Buren Street and may not front on Avondale Boulevard or Corporate Drive.
11. Grocery stores exceeding 36,000 square feet in floor area are permitted by a conditional use permit in the GE, EMU, NC, and RMU Sub-Districts, provided they include all of the following components:
 - a. Indoor eateries
 - b. Specialty beverage staff (such as a sommelier or cicerone) and/or a wine and/or craft beer bar
 - c. Juice bar and/or coffee shop
 - d. Specialty food counters, such as imported cheeses, a sushi bar, a salad bar, or similar products

7. Development Guidelines

1. Properties within the Gateway Employment, Employment Mixed-Use, Residential Mixed-Use, and Townhouse Residential Sub-Districts shall comply with the Development Guidelines as listed in Table 5-1 of the CCSP. The Pedestrian Retail Sub-District shall comply with the Development Guidelines as listed for the Employment Mixed-Use Sub-District, except to the extent such guidelines are determined by the Zoning Administrator to be inapplicable.
2. Properties within the Neighborhood Commercial Sub-District shall comply with the Development Guidelines listed for the Gateway Employment Sub-District, except as follows: (1) maximum building height: five (5) stories; (2) setbacks on Van Buren Street: minimum twenty (20) feet to buildings, thirty (30) feet to parking (maximum forty (40) feet); and (3) setbacks on Avondale Boulevard: minimum thirty (30) feet to building, forty (40) feet to parking (maximum sixty (60) feet).
3. Properties within the EMU Sub-District west of Avondale Boulevard shall comply with the development guidelines listed in table 5-1 of the CCSP; however, exceptions and departures to the development guidelines within a development plan may be forwarded to the Planning Commission for review and recommendation, and approved by City Council, which approval may be granted only if the City Council finds, in its sole and absolute discretion, that the project still achieves the overall intent, objectives, and guidelines of the CCSP, provides equal or greater

design quality and public benefits than would be achieved under the guidelines, and does not cause greater adverse impact on adjoining properties.

8. Design Guidelines

- a. Unless specifically modified herein, all CCD developments shall comply with the Design Guidelines listed in Section 5.4 of the CCSP and the Streetscape Design Guidelines listed in Section 4.2 of the CCSP. Any design issues not addressed in the CCSP or in this Zoning Ordinance shall be subject to the design guidelines listed in the Commercial/Industrial/Multi-Family Design Manual. While specific architectural themes, color palettes, and material palettes are not dictated by the CCSP or this Zoning Ordinance, individual buildings shall be designed to complement other buildings within a block or Sub-District.
- b. Properties within the EMU Sub-District west of Avondale Boulevard shall comply with the Design Guidelines listed in Sections 4.2 and 5.4 of the CCSP; however, exceptions and departures to the Design Guidelines within a Development Plan may be forwarded to the Planning Commission for review and recommendation, and approved by the City Council, which approval may be granted only if the City Council finds in its sole and absolute discretion, that the project still achieves the overall intent, objectives, and guidelines of the CCSP and the project design meets the basic requirements for traffic circulation, pedestrian orientation, shade, and design continuity.

9. Parking

Parking for each land use shall be provided by a combination of on-street parking, off-street surface parking and parking structures based on the following:

1. A parking demand analysis prepared by a qualified parking or traffic consultant, a licensed architect, or civil engineer shall be submitted with each Development Plan. The parking demand analysis, as approved by the Zoning Administrator or designee, shall determine the number of parking spaces required for each use within the Development Plan.
2. The parking demand analysis shall analyze the needs of every proposed use in the Development Plan, using the Required Parking Schedule in Section 8 of the Zoning Ordinance as a starting point.
 - a. Provided parking shall not exceed the one hundred ten (110) percent of the number listed in the Parking Schedule.
 - b. Provided parking for a single use may be up to twenty (20) percent less than the amount required by the Parking Schedule based on the parking analysis.

3. The amount of required parking may be reduced by up to fifty (50) percent where it can be determined that the peak requirements of the several occupancies occur at different times and where a shared parking operations plan, approved by the Zoning Administrator or designee, shows that this reduction in parking will not cause conflicts among nearby uses. Such a shared parking analysis may be based on:
 - a. Intermittent non-conflicting uses. When required parking reductions are predicted as a result of sharing between intermittent uses with non-conflicting parking demands (e.g. a nightclub and a bank), then the reduction can be considered.
 - b. Parking occupancy rates. When the parking reduction has been shown to be feasible by using the demand calculations as determined by an analysis of typical local parking demand.
 - c. Existing parking surveys. When a study of existing parking shows parking occupancy rates of morning, afternoon and evening peaks on all seven (7) days of the week. The seven (7) days of observation may take place over the span of two (2) consecutive, typical weeks. A combination of similar circumstances may be necessary to cover all the proposed land uses. The approximate square footages of the various land uses of the specimen projects shall be compared to the proposed project to allow the ratios of uses to be rated accordingly.
 4. Off-street surface parking and parking structures counted towards the required parking shall be within four hundred (400) feet of the use, measured from the exterior wall of the use to the closest perimeter of the surface parking or parking structure.
 5. On-street parking counted towards the required parking shall be adjacent to the property for which the parking is intended.
 6. The EMU Sub-District west of Avondale Boulevard may include reduced parking space dimensions with a minimum size of nine and one-half (9.5) x eighteen (18) feet; additionally, a two (2) foot overhang may be counted towards the minimum parking space dimension if the overhang occurs over a landscape area with a depth of at least six (6) feet and if the overhang does not occur over a pedestrian sidewalk.
10. Necessary Amendments

In the event that any of the provisions of the CCSP referred to herein are amended, the Zoning Administrator shall concurrently give notice of and process an amendment to this Section 5, in accordance with the procedures outlined in Section 109 of this Zoning Ordinance.

SECTION 14. The Zoning Ordinance, Section 5 (Special Districts, Overlays), Subsection

503 (Special Use Overlay), Paragraph D (Application Requirements), Subparagraph 6 is hereby amended as follows:

6. Applications for sand and gravel extraction and sanitary landfills shall include a re-use plan, a closure plan and a financial guarantee.
 - a. The re-use plan shall include a conceptual plan for post-mining land use for excavated areas intended to be established upon abandonment of the site or cessation of the operation.
 - b. The closure plan shall indicate the time frame and methods to carry out the closure requirements upon cessation of the operation or the abandonment of the site. The proposed measures shall meet all standards required by the Maricopa County Flood Control District and the Arizona Revised Statutes for aggregate mining reclamation.
 - c. A financial security shall be provided prior to the effective date of the overlay zoning to ensure that operators abide by the closure plan and the proposed re-use plan. The form and amount of the security shall be reviewed by the Finance Director, ~~the City Attorney~~, the City Engineer and the Zoning Administrator prior to City Council approval of the overlay zoning.

SECTION 15. The Zoning Ordinance, Section 6 (Planned Area Development District), Subsection 602 (General Provisions), Paragraph F (Phasing), Subparagraph 3 is hereby amended as follows:

F. Phasing

The PAD may provide for certain on-site and off-site infrastructure to be constructed in phases, subject to the following limitations:

1. The first phase infrastructure improvements shall commence prior to expiration of the PAD zoning as set forth in subsection 603(D) below.
2. Complete construction of all public infrastructure improvements within the public right-of-way on the exterior of the PAD site shall be included within the first phase of development, unless the City Council, in its sole discretion, allows for an alternate infrastructure improvement schedule as part of a phasing plan included in the PAD.
3. Prior to commencement of the first phase infrastructure improvements, the owner/applicant shall provide financial assurances in the amount determined by the City Engineer ~~and in the form approved by the City Attorney~~, for construction of such portions of the infrastructure improvements located within the public right-of-way on the exterior of the PAD.

SECTION 16. The Zoning Ordinance, Section 6 (Planned Area Development District),

Subsection 603 (Establishment of PAD District), Paragraph D (Expiration) is hereby amended as follows:

D. Expiration

The PAD zoning shall be conditioned on commencement of horizontal construction for the project beginning within two (2) years from the date of City Council approval. Prior to the expiration of the two (2) year time condition, the property owner or authorized representative may submit an application for a one (1) time, one (1) year extension to the City, which the Zoning Administrator shall submit to the City Council for consideration. In the event the project's Site Plan or Preliminary Plat has not been approved within the applicable two (2) year time period and no request for a time extension has been received, the Zoning Administrator may submit the PAD to the City Council for consideration of reversion to the property's prior zoning classification at a public hearing according to Section 1.110.

~~Approval of any PAD zoning is conditioned on development of the first phase of the project commencing within four (4) years of the effective date of the ordinance approving the PAD zoning on the property.~~

- ~~1. Prior to the expiration of the four (4) year time condition, the property owner or authorized representative may submit an application for an extension to the City. A submittal of an application for extension of the four (4) year time condition does not toll the running of the time condition.—~~

~~Should the four (4) year time condition expire between the submittal of an application for a time extension and the public hearing on the requested extension, the PAD shall be subject to reversion as set forth in subsection 603(D)(3) below. Upon receipt of a request for extension, the Zoning Administrator shall submit the request to the City Council for consideration at a public hearing held pursuant to subsection 603(D)(2) below.~~

- ~~2. The City Council shall, after notices via certified mail to the property owner and authorized representative have been provided at least fifteen (15) days prior to the date of the scheduled hearing, hold a public hearing on the extension request. The City Council may, in its sole discretion, grant an extension of the time condition, subject to the limitation on the number of extensions set forth in subsection 603(D)(5) below. If the public hearing is held after expiration of the time condition, the City Council may also, at that public hearing, take action to revert the zoning on the property to its prior zoning classification.~~
- ~~3. In the event the project's first phase has not commenced within the four (4) year time period and no request for time extension has been received as provided in subsection 603(D)(1) above, the Zoning Administrator may submit the PAD to the City Council for consideration of reversion, pursuant to the hearing procedure set forth in~~

subsection 603(D)(4) below.

- ~~4. The Zoning Administrator shall notify the property owner and authorized representative by certified mail of the City Council's intention to hold a hearing to determine compliance with the four (4) year time condition, and to revert the zoning on the property to its former classification if the condition is determined by the City Council to have not been met. All such notices shall be made at least fifteen (15) days prior to the date of the scheduled hearing. The City Council may, in its sole discretion, either grant an extension of the time condition, subject to the limitation on the number of extensions set forth in subsection 603(D)(5) below, or revert the zoning on the property to its prior zoning classification.~~
- ~~5. The City Council may, in its sole and absolute discretion, grant up to three (3) two (2) year extensions of the time condition. The City Council may include conditions on any extension as it deems appropriate in its sole and absolute discretion.~~
- ~~6. Following the commencement of the first phase of the project, the Zoning Administrator shall monitor the project to ensure compliance with the approved PAD phasing schedule. Upon the Zoning Administrator's initial determination that the phasing schedule is not being met, no further review or approval of any project site plan or plat shall occur until it is determined that good cause exists for delay in the construction of the project. Should the project fail to proceed as scheduled, a public hearing shall be held by the City Council to determine the cause of the delay. At the public hearing on the matter, if the City Council determines that there is not good cause for the delay, it may impose additional conditions on the PAD to ensure compliance with the phasing schedule. If such additional conditions and the phasing schedule are not met, the Zoning Administrator may set the matter for public hearing, according to the process set forth in subsection 603(D)(4) above, on a possible reversion of the PAD zoning. If the City Council determines that good cause exists, it may amend the PAD development phasing schedule.~~
- ~~7. For purposes of this Section, the terms "commence," "commencing" and "commencement" shall mean (a) for a PAD smaller than five (5) acres, physical vertical construction activity in accordance with a valid building permit issued by the City and (b) for a PAD five (5) acres and larger, beginning of construction of off-site infrastructure including streets, sidewalks, water and wastewater, so long as such infrastructure is completed prior to expiration of the City-issued development permit issued therefore.~~
- ~~8. The provisions of this subsection 603(D) shall apply to all PADs approved prior to April 2, 2009, except that such provisions shall not apply to any previously approved PAD for which the time condition thereon has expired prior to February 1, 2009.~~

SECTION 17. The Zoning Ordinance, Section 6 (Planned Area Development District),

Subsection 604 (PAD Narrative and Development Plan), Paragraph F (Architectural Design) is hereby amended as follows:

F. Architectural Design

Architectural design shall conform to the applicable Design Manual. In areas with mixed uses, ~~both the Single-Family Residential Design Manual and Commercial/Industrial/Multi-Family Design Manual~~ all the applicable Design Manual standards must be met and, in the case of a conflict, the more stringent standard governs.

SECTION 18. The Zoning Ordinance, Section 7 (Supplementary Regulations), Subsection 702 (General Requirements) is hereby amended by (i) amending Paragraph F, Subparagraphs 1 and 2; and (ii) adding a new Paragraph N as follows:

1. Front and Rear Yards.

- a. Accessory buildings in the rear yard of a single-family residence shall be allowed according to the requirements of Section 703 below.
- b. The ordinary projections of eaves, skylights, window sills, belt courses, cornices, chimneys, flues, balconies, and other ornamental features may project into a required front or rear yard not more than five (5) feet.
- c. Bay windows, including their cornices and eaves, may project into a required front or rear yard not more than three (3) feet; provided, however, that the sum of such projections on any wall does not exceed one-third (1/3) the length of said wall.

2. Side Yards.

- a. The ordinary projections of eaves, skylights, window sills, belt courses, cornices, chimneys, flues, balconies and other ornamental features may project into a required side yard not more than three (3) feet.
- b. Bay windows, including their cornices and eaves, may project into a required side yard not more than three (3) feet; provided, however, that the sum of such projections on any wall does not exceed one-third (1/3) the length of said wall.
- c. In no instance shall any projection into a required side yards be allowed if said projection is determined to interfere with vehicular access to a garage located in the rear yard.
- d. A minimum clearance of five (5) feet shall be maintained on the gated side of lots separated by party walls. In no instance shall any projection be allowed within that required clearance.

N. Mobile food vendors are prohibited from operating on property zoned for residential use

and within two-hundred fifty (250) feet of a property zoned for residential use, except with a City approved special event permit.

SECTION 19. The Zoning Ordinance, Section 7 (Supplementary Regulations), Subsection 705 (Seasonal Sales and Special Events), Paragraph A (General regulations for Seasonal Sales) is hereby amended as follows:

A. General regulations for Seasonal Sales

1. Every seasonal sales use shall require a permit granted pursuant to the procedures outlined in this Section.
2. Upon cessation of the use or expiration of the permit, whichever occurs first, the premises will be promptly cleaned and restored to substantially the same condition existing prior to commencement of such use. The applicant shall provide, at the time of application, written authorization from the property owner specifically (a) acknowledging that the cleaning/restoration obligation is ultimately the Owner's responsibility and (b) ensuring that if the applicant does not promptly clean and restore the property, the Owner will complete the cleaning and restoration work.
3. Written authorization of the use by the owner of the property on which the use is to be located shall be required.
4. In no event shall a Seasonal Sales Permit be granted for a period longer than two (2) months. ~~Multiple permits may be granted to the same applicant(s), provided the combined seasonal sales activities may not exceed a period of sixty (60) days within a calendar year.~~ Seasonal sales activities are limited to sixty (60) days a calendar year, per site. No two (2) permits shall be granted in different calendar years such that more than two (2) continuous months of operation are permitted. A permit shall only be issued for sales events occurring on consecutive dates and separate permits, with all applicable fees, will be required if events are non-consecutive. For instance, if a seasonal sales activity occurs on the first Friday of each month, separate permits would be required for each Friday.
5. Seasonal sales are permitted in any non-residential district.
6. Firework vendors are exempted from obtaining a Seasonal Sales Permit during the dates specified in the Arizona Revised Statute for the sale of consumer fireworks.

SECTION 20. The Zoning Ordinance, Section 7 (Supplementary Regulations), Subsection 708 (Towers Antennae), Paragraph B (Wireless Facilities), Subparagraph 1 is hereby amended as follows:

1. Freestanding Wireless Facilities.

- a. ~~Freestanding Monopole Wireless Facilities less than thirty-five (35) feet in height~~ are permitted in all Zoning Districts subject to administrative Site Plan approval; ~~no new Lattice Wireless Facilities or Guyed Wireless Facilities shall be permitted.~~ ~~Freestanding Monopole Wireless Facilities thirty-five (35) feet or greater in height are permitted in all Zoning Districts subject to conditional use permit approval.~~
- b. No new Lattice Wireless Facilities or Guyed Wireless Facilities shall be permitted.
- ~~b.c.~~ No Wireless Facilities are allowed in the public right-of-way, except for Small Wireless Facilities permitted according to Subsection 708 (B)(3)(6) below.
- ~~e.d.~~ Prior to approval, the applicant must demonstrate an inability, or technical rationale, for not co-locating the Wireless Facilities on an existing vertical element, and on other available sites. The applicant must provide the following information for City review:
 - i. A comprehensive list of all existing vertical elements of within a one-half (1/2) mile radius of the proposed site which are: (a) of sufficient height to be used for Wireless Facility co-location and (b) eligible for co-location under City requirements.
 - ii. A written narrative statement explaining why co-location on the existing vertical elements identified according to subsection 708(B)(1)(b)(1) above was not pursued, or is not a viable alternative to the proposed site.
 - iii. Map exhibits displaying: (a) the existing gap in signal coverage the new Wireless Facility will remediate and, (b) the projected signal coverage of the new Wireless Facility.
 - iv. A written statement listing property owners consulted with for locating the Wireless Facility and the reasoning an alternate site was not chosen.
- ~~d.e.~~ Freestanding Monopole Wireless Facilities shall be set back from all non-residential property lines a minimum distance of one (1) foot for each one (1) foot of the Monopole Wireless Facilities height above finished grade except that freestanding Monopole Wireless Facilities located within electrical substations, receiving stations, or government facilities shall be exempt from setback requirements.
- ~~e.f.~~ Freestanding Monopole Wireless Facilities shall be setback 600 feet from the property lines of any residential zoned property, residential use, and/or property with a residential General Plan designation.
- ~~f.g.~~ The maximum height for Freestanding Monopole Wireless Facilities shall be

65 feet to top of palm fronds and branches, for monopalms and monopines.

- e.h. Freestanding Monopole Wireless Facilities shall be Alternative Structure designs, (otherwise referred to as “stealth designs”) in character with the surrounding area (i.e., a flagpole at a public building, a ~~palm-tree~~ monopalm in an area with mature palm trees, a ~~pine-tree~~ monopine in an area with mature evergreen trees, a spire or steeple at a religious institution, an architectural tower element associated with a building, or a ~~saguaro-cactus~~ monocactus in an area with other, mature saguaro cacti); provided, however, that a monopole; lattice tower or guyed tower designs may be permitted without Alternative Structure designs, if the applicant provides the Zoning Administrator with such information as necessary to determine that the Wireless Facilities will only be visible from permanently unoccupied areas or that the character of the proposed tower will blend in with the surrounding area (i.e. within the confines of an electrical substation containing other structures of similar height).

SECTION 21. The Zoning Ordinance, Section 7 (Supplementary Regulations), Subsection 709 (Design Requirements for Non-Residential Districts), Paragraph C (General Site Design Requirements), Subparagraph 1 and Paragraph D, Subparagraph 1 are hereby amended as follows:

C. General Site Design Requirements

1. Site design shall conform to the site design components in the City's applicable Design Manual for Commercial, Industrial, and Multi-Family Residential Development.

D. General Building Design

1. Building architecture is expected to conform to the building design components in the ~~Design Manual for Commercial, Industrial and Multi-Family Residential Development~~ the applicable Design Manual.

SECTION 22. The Zoning Ordinance, Section 8 (Parking), Subsection 804 (Required Parking) is hereby amended by modifying the Required Parking Schedule by deleting and/or inserting new or modified entries as follows:

A. Required Parking Schedule

Use	Minimum Spaces Required
<i>Assembly Uses</i>	
Auditoriums, theaters, stadiums, racetracks, or other indoor or outdoor commercial places of assembly	1 space/160 SF of assembly area or 1 space/4 seats, whichever is greater

Church (Assembly Area)	1 space/100 SF of assembly area, or 1 space/4 seats, whichever is greater
Convention Center/Reception Hall	1 space/250 SF of assembly area
Funeral Homes	1 space/4 seats in main assembly area or 1 space/300 SF, whichever is greater
Private clubs & lodges (w/ no overnight accommodations)	1 space/200 SF or 1 space/5 seats in main assembly, whichever is greater.
<i>Commercial Service Uses</i>	
Adult and Child Day Care Centers, Pre-schools	4 spaces plus 1 space per 10 children/adults that the center is licensed to accommodate
Auto Service & Diagnostic Facilities	1 space/400 SF
Banks/Financial Institutions	1 space/150 SF
Car wash (Full Service)	1 space/employee
Car wash (Self Service)	1 space/maximum number of employees on site at any given time & 1 additional ADA accessible space
Pet boarding and day care facilities	1 space/10 animals boarded
Service Uses (Unless otherwise specified)	1 space/250 SF
<i>Educational Uses</i>	
Elementary, Middle Schools & Junior High Schools	1 space/classroom & 1 space/200 SF of office area
High Schools, Trade/Business Schools, Colleges, & Universities	1 space/200 SF

<i>Employment/Industrial Uses</i>	
Auto/Truck Repair	1 space/500 SF
Manufacturing/Industrial Uses (unless otherwise specified)	1 space/400 SF MAXIMUM spaces allowed: 0 – 150,000 SF – 1 space/750 SF 150,001 – 500,000 SF – 1 space/1,500 SF 500,001 SF or greater – 1 space/1,750 SF
Movie and Recording Studios	1 space/300 SF for the first 10,000 SF plus 1 space/1,000 SF for the remaining floor area
Warehousing & Storage	1 space/500 SF for the first 10,000 SF plus 1 space/5,000 SF for the remaining floor area MAXIMUM spaces allowed – 1 space/300 SF for first 10,000 SF plus 1 space/3,000 SF for the remaining floor area
Wholesaling and Large Merchandise Sales	1 space/500 SF
<i>Institutional and Office Uses</i>	
Assisted Living Facility	1.5 spaces/unit, plus 1 space/200 SF of office area; Minimum 10 percent of required spaces shall be covered
Convalescent Home	1 space/3 beds; Minimum 10 percent of required spaces shall be covered
General/Professional Offices up to 50,000 SF	1 space/250 SF; Minimum 10 percent of required spaces shall be covered
General/Professional Offices 50,001 SF or greater	1 space/250 SF; Minimum 10 percent of required spaces shall be covered MAXIMUM spaces allowed – 1 space/140 SF

Government Offices	1 space/200 SF; Minimum 10 percent of required spaces shall be covered
Hospitals	1 space/200 SF; Minimum 10 percent of required spaces shall be covered
Medical/Dental Offices & Clinics	1 space/200 SF. Minimum 10 percent of required spaces shall be covered
<i>Miscellaneous Uses</i>	
Hotels	1.3 spaces/sleeping room
Wireless Facilities, excluding small wireless facilities	1 parking space/Wireless Facility location
<i>Recreational Uses</i>	
Batting Cages	1 space/individual cage
Bowling Alleys	4 spaces/lane
Golf Course	1 space/200 SF in clubhouse plus 4 spaces/hole
Golf Driving Range	1 space/individual tee
Indoor Recreational Uses (Unless otherwise specified)	1 space/200 SF
Tennis/Handball Courts	3 spaces/court

<i>Residential Uses</i>	
Dwelling, Manufactured Home Park	2 spaces/unit (Minimum 1 covered space)
Dwelling, Multi-Family	Studio: 1.5 spaces/unit 1 Bedroom: 1.5 spaces/unit 2 Bedroom: 1.75 spaces/unit 3 Bedroom: 2 spaces/unit Townhome: 2 spaces/unit PLUS: One (1) visitor space per ten (10) units must be provided; and At least one (1) space per multi-family unit must be covered and assigned to a unit.
Dwelling, Single-Family	An enclosed garage with two (2) interior spaces is required (See subsection 804(G) for exceptions) <u>One (1) visitor parking space per unit must be provided where on-street parking or driveway parking is not provided.</u>
Dwelling, Duplex/Triplex	2 spaces/unit (Minimum 1 covered space)
<i>Retail Uses</i>	
Auto Sales	1 space/500 SF of indoor showroom and 1 space/1,000 SF of outdoor display area
Gas Station	1 space/300 SF of interior area
Restaurants and Bars	1 space/50 SF of indoor public area and 1 space/200 SF of outdoor area
Retail Establishments, including those not specified, with up to 50,000 SF of gross building area	1 space/300 SF floor area
Retail Establishments or Centers greater than 50,001 SF of gross building area	1 space/300 SF floor area MAXIMUM spaces allowed: 1 space/250 SF

SECTION 23. The Zoning Ordinance, Section 8 (Parking), Subsection 805 (Parking and Access Standards), Paragraph A (Parking Space Sizes), Subparagraph 5 is hereby amended as

follows:

5. Vehicle overhang over curb, sidewalk or landscape areas shall not count towards minimum parking space dimensions- except:
 - a. Up to 2 feet (24 inches) of overhang may be counted towards the minimum depth of a parking space if the overhang occurs over a landscape area with a minimum depth of 10 feet.
 - b. Up to 2 feet (24 inches) of overhang may be counted towards the minimum depth of a parking space if the overhang occurs over a private sidewalk with a minimum width of 6'.

SECTION 24. The Zoning Ordinance, Section 9 (Signs), Subsection 907 (Permanent Sign Design, Illumination, and Construction), Paragraph A (General), Subparagraph 1 and Paragraph C (Wall and Building Mounted Signs), Subparagraph 1 are hereby amended as follows:

A. General

1. ~~All permanent signs shall be designed to conform to the standards set forth in the applicable Design Manual for Commercial, Industrial, and Multi-Family Residential Development. In addition, S~~signage for projects within the Old Town Avondale Business (OTAB) Zoning District shall adhere to the Old Town Avondale Business District Design Guidelines and signage for projects within the City Center (CC) Zoning District shall adhere to Design Manual for the City Center.

C. Wall- and Building-Mounted Signs

1. ~~Wall mounted box cabinet signs greater than six (6) square feet in area shall be prohibited. Wall mounted custom cabinet signs over six (6) square feet are permitted in accordance with the custom cabinet sign specifications contained within the Design Manual for Commercial, Industrial, and Multi-Family Residential Development. Wall-mounted signage shall be dimensional pan channel, reverse pan channel, box cabinets up to six (6) square feet in area, or custom cabinets, except if otherwise permitted herein. Custom cabinets shall be designed and fabricated with multi-level planes for lettering or graphics to create depth and interest and be internally illuminated or indirectly halo illuminated.~~

SECTION 25. The Zoning Ordinance, Section 9 (Signs), Subsection 913 (Signs Authorized With Permits) is hereby amended by amending (i) Paragraph F (Temporary Signs), Subparagraph 5(b) (Business Identification A-Frame Signs); and (ii) Paragraphs G, H, I, J and K as follows:

- b. A-Frame signs shall not exceed six (6) ~~four (4)~~ square feet and not taller than three (3) feet in height.

G. Future Development Signs

- ~~1.a.~~ Future development signs are allowed on undeveloped parcels in all Zoning Districts subject to obtaining a sign permit. One (1) sign shall be allowed per development on each street frontage. The sign must pertain to the property on which it is located.
- ~~2.b.~~ A sign permit for a future development sign shall not be issued prior to site plan approval or preliminary plat approval.
- ~~3.c.~~ On parcels less than one (1) acre, the sign shall have a maximum area of six (6) square feet and a maximum height of five (5) feet. On parcels one (1) acre or larger, the sign shall have a maximum area of thirty-two (32) square feet and a maximum height of eight (8) feet.
- ~~4.d.~~ The sign shall be removed if building permits have not been issued within one (1) year from the date the sign permit is issued.
- ~~5.e.~~ The sign shall be removed prior to or concurrent with the placement of a construction sign on the site.

H. Temporary Subdivision Signs

- ~~1.a.~~ Temporary subdivision identification signs are allowed in all Single-Family Residential Zoning Districts subject to obtaining a sign permit. One (1) sign shall be allowed at each arterial entry to the subdivision. The sign must pertain only to the subdivision in which it is located.
- ~~2.b.~~ A sign permit shall not be issued prior to the issuance of construction permits for homes within the subdivision.
- ~~3.c.~~ The maximum sign area shall be forty-eight (48) square feet and the maximum height shall be twelve (12) feet.
- ~~4.d.~~ The edges of the sign shall be boxed.
- ~~5.e.~~ All signs shall be removed when the models for the subdivision close or when ninety-five (95) percent of the lots have been sold if there are no models.

I. Model Home Signs

a. On-Premise Model Home Signs

- 1- i. ~~On-premise m~~Model home signs are permitted in all residential districts subject to obtaining a sign permit. One (1) sign shall be allowed at each model home complex within the subdivision.
- 2- ii. A sign permit shall not be issued prior to the issuance of building permits for the model homes.
- 3- iii. The maximum sign area shall be forty-eight (48) square feet and the maximum height shall be twelve (12) feet.
- 4- iv. The edges of the sign shall be boxed.
- 5- v. The sign shall be removed when the model home complex closes.

b. Off-Premise Model Home Signs

- i. Off-premise model home signs are permitted in all residential districts subject to obtaining a sign permit. Each model home complex may have up to ten (10) A-Frames and a maximum of ten (10) yard signs extending one (1) mile distance from said property.
- ii. The A-Frames shall not exceed six (6) square feet in area or three (3) in height.
- iii. Yard signs shall not exceed six (6) square feet in area or four (4) in height.
- iv. Signs may be located within the public right-of-way; however, said signs must be placed at least one (1) foot behind the sidewalk when adjacent to a public street. If no sidewalk exists, the sign shall be placed at least five (5) feet behind the back of curb line. If no sidewalk or curb exists, then the sign shall be placed at least five (5) feet behind the edge of pavement.

J. Model Home Pennants

- 1-a. Model home pennants are permitted in all residential districts subject to obtaining a sign permit. A maximum of ten (10) pennants shall be allowed per model home complex.
- 2-b. The maximum pennant size shall be six (6) square feet and the maximum height at which they are flown shall be twenty (20) feet.
- 3-c. The minimum spacing between poles shall be ten (10) feet.
- 4-d. Pennants shall be removed when the model home complex closes.

K. Street Banners

- ~~1.a.~~ Street banners for community special events are permitted in all Zoning Districts subject to obtaining a right-of-way permit.
- ~~2.b.~~ Street banners shall require the approval of the City's Public Information Officer and the City Engineer.
- ~~3.c.~~ All banners must further the interests of the community.
- ~~4.d.~~ Street banners shall only be hung from approved street light poles or other structures on brackets that meet City engineering standards.

SECTION 26. The Zoning Ordinance, Section 11 (Public Art), Subsection 1105 (Public Art on Site), Paragraph D (Installation) is hereby amended as follows:

- D. Installation. Except as otherwise provided in this Section, no Certificate of Occupancy shall be issued for the subject property until the required Public Art piece has been installed on the property. If such installation prior to the anticipated date of occupancy is impractical, the Zoning Administrator ~~City Manager or authorized designee~~ may allow occupancy of the building or portion thereof prior to installation of the Public Art piece, provided that the applicant has filed adequate security with the City to guarantee installation of the Public Art piece as required in the form of a bond, letter of credit, cash deposit, or similar security instrument, along with an agreement to install the required Public Art piece, in such amount and form as is acceptable to the Zoning Administrator ~~City Manager or authorized designee and the City Attorney~~. Such security may be drawn upon or liquidated and the funds transferred to the Public Art Fund if after one (1) year the Public Art is not installed.

SECTION 27. The Zoning Ordinance, Section 11 (Public Art), Subsection 1108 (Procedure for Public Art on Site), Paragraph B (Application) is hereby amended as follows:

- B. Application. Prior to submittal of an application, a pre-application conference with the Department as outlined in Section ~~107~~ 104 is required to become familiar with the requirements of this Section 11 and City procedures. The application materials will be provided to the applicant at this time. The Public Art application shall be submitted as part of the development Site Plan and Design Review application to ensure that the Public Art is well integrated within the overall site plan. It shall include all of the following:

SECTION 28. The Zoning Ordinance, Section 12 (Landscape, Walls and Fences), Subsection 1203 (General Landscape Provisions), Paragraph A (Planting Criteria), subparagraph 6 (Tree Size Minimum Standards) is hereby amended as follows:

6. Tree Size Minimum Standards.

- ~~a. All single-trunk be two (2) inch caliper average size. Tree calipers for single-~~

~~trunk trees shall be measured at twelve (12) inches above the ground. All trees required on-site shall have a minimum box size of 24" inch.~~

- ~~b. 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.~~
- ~~b.e. All trees shall be specified in the schedule of plant material (required as part of the Preliminary Landscape Plan and the Final Landscape Plan) by caliper, height, width and by any other relevant information which defines the exact specifications of the plant material being proposed. Trees specified by nursery container sizes only shall not be accepted.~~
- ~~c.d. All palm trees (fan palms, date palms, and queen palms) shall have a minimum twelve (12) foot trunk height measured from the base of the trunk to the base of the fronds.~~

SECTION 29. The Zoning Ordinance, Section 12 (Landscape, Walls and Fences), Subsection 1204 (Landscape Design Standards), Paragraph A (General), subparagraph 1 is hereby amended as follows:

A. General

1. Design Manuals.

- a. All landscaping for Single-Family Residential development shall meet or exceed the guidelines for landscaping as set forth in the City's Single-Family Residential Design Manual.
- b. All landscaping for commercial, employment and/or multi-family Zoning Districts shall meet or exceed the guidelines for landscaping as set forth in the City's ~~Commercial/Industrial/Multi-Family Design Manual~~ the applicable Design Manual.
- c. All landscaping in the public right-of-way shall meet or exceed the guidelines contained in the City of Avondale Street Tree Master Plan.

SECTION 30. The Zoning Ordinance, Section 12 (Landscape, Walls and Fences), Subsection 1204 (Landscape Design Standards), Paragraph C (Required Landscape Areas), subparagraphs 6 and 10 are hereby amended as follows:

6. Parking Lot Landscaping and Parking Structures.

- a. Parking lots shall have landscape treatments that provide shade and allow for line-of-sight surveillance. Except as otherwise provided in this Section, a minimum of fifteen (15) percent of all parking lot areas shall be landscaped. This requirement is exclusive of any on-site landscape area requirement as set forth herein.
- b. Parking islands shall be installed at least every eight (8) consecutive parking spaces and located at the ends of each row of parking spaces. Such islands shall be a minimum of five (5) feet wide interior dimension measured from inside curb to inside curb, and a length equal to the adjacent parking stall length. Diamond-shaped parking islands are prohibited.
- c. Parking islands shall be planted with at least one single-trunk shade tree compliant with the specifications in Section (A)(6) of this chapter. Tree species selection shall be made to provide maximum shade canopy and avoid excessive litter.
- d. Landscaped medians shall be provided for all double rows of parking that exceed thirty (30) total spaces. Each median shall be a minimum width of six (6) ~~five (5)~~ feet exclusive of a two (2) foot parking overhang on both sides. Curb breaks may be provided to accommodate drainage flows. A deviation or alternative to this requirement may be considered by the Zoning Administrator or designee provided the intent of the landscape median is satisfied.
- e. Parking areas shall include a minimum of twenty (20) foot wide landscaped medians to divide large parking fields into smaller areas of one hundred fifty (150) parking spaces or less. Medians must be oriented for pedestrian use and navigation and must include a minimum of five (5) foot wide sidewalks. The Zoning Administrator or authorized designee may waive this requirement for any project where buildings or pedestrian plazas serve to break the parking field into areas of one hundred fifty (150) spaces or less.
- f. Each parking island shall contain a minimum of one (1) tree and five (5) shrubs, exclusive of perimeter landscaping and street trees. ~~Shrubs and trees in parking islands shall not be planted within the two (2) foot overhang at the head of a parking stall.~~ All shrubs in parking islands shall not exceed three (3) feet in height at maturity and be of a species that will not interfere with line-of-sight surveillance of the area. Groundcover plants may be used in the parking islands if approved by the Zoning Administrator or authorized designee.
- g. The overhang area of two (2) feet in front of a parking stall shall not contain any trees or shrubs.
- ~~g-h.~~ Trees and lighting shall be located to avoid conflicts with each other and with existing and proposed structures.

- ~~h.i.~~ Parking lot light poles shall be placed within a landscaped area.
 - ~~i.j.~~ Parking structures shall have perimeter landscaping consistent with building setbacks and designed to provide partial screening of walls and vehicle lights, shade along sidewalks and line-of-sight surveillance into parking structures.
- 10. All plant material utilized for screening of trash enclosures and service and utility areas, including Wireless Facility equipment enclosures, shall be a minimum five (5) gallon can size at a maximum four (4) feet on-center spacing. At Wireless Facility or Transmitting Tower locations, provide a minimum of ~~two~~ four (4) live thirty-five (35) foot tall trees at locations where “stealth” structures are proposed (i.e., palm trees at location of a “monopalm”).

SECTION 31. The Zoning Ordinance, Section 12 (Landscape, Walls and Fences), Subsection 1207 (Walls and Fences), Paragraph B (General Wall and Fence Design Standards), subparagraph 2 is hereby amended as follows:

- 2. All walls and fences for Commercial, Employment and/or Multi-Family development projects shall meet or exceed the guidelines set forth in the ~~Design Manual for Commercial/Industrial/Multi-Family for the City of Avondale~~ the applicable Design Manual.

SECTION 32. The Zoning Ordinance, Section 13 (Medical Marijuana Uses), Subsection 1303 (Requirements), Paragraph B is hereby amended as follows:

- B. A medical marijuana dispensary shall have operating hours not earlier than 9:00 a.m. and not later than ~~6:00 p.m.~~ 8:00 p.m.

SECTION 33. The Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

SECTION 34. This Ordinance shall become effective in the manner provided by law.

SECTION 35: If any section, subsection, sentence, clause, phrase or portion of this resolution 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.

[SIGNATURES ON FOLLOWING PAGE]

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

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

Exhibit A

Zoning Ordinance Text Amendments

CITY OF AVONDALE ZONING ORDINANCE

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- k. To establish standards for performance, aesthetics and design.
- l. To establish procedures for zoning changes, use permits, variances, site plans and other permits and required approvals.
- m. To prescribe penalties of violation of said ordinances.

C. Relationship to General Plan, Subdivision Regulations, Design Manuals, and General Engineering Requirements Manual

This Ordinance and any amendments hereto shall be in conformance with the adopted General Plan and Specific Plans of the City of Avondale. The Zoning Ordinance, along with other regulations of the City of Avondale, including the adopted Subdivision Regulations, ~~Design Manual for Commercial, Industrial, and Multi-Family Development, Design Manual for Single-Family Residential Development,~~ [City of Avondale Design Manuals](#), and General Engineering Requirements Manual, as amended, are tools used to further the goals of the Avondale General Plan by regulating future development or redevelopment within the City of Avondale. Adherence to these documents shall be required.

D. Repeal and Severability

- 1. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- 2. Should any Section or provision of this Ordinance be decided by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so decided to be unconstitutional or invalid.

E. Establishment of Zoning Districts

In order to promote the orderly development of the City and carry out the provisions of this Ordinance and in order to classify, regulate, restrict, and separate the use of land, buildings and structures, the land within the City is hereby divided into the following Zoning Districts, as may be amended by the City Council:

- 1. Residential Zoning Districts.
 - a. Agricultural (AG)
 - b. Rural Residential-43 (RR-43)
 - c. Rural Residential-18 (RR-18)
 - d. Suburban Residential-35 (R1-35)
 - e. Suburban Residential-15 (R1-15)
 - f. Suburban Residential-10 (R1-10)
 - g. Suburban Residential-8 (R1-8)
 - h. Urban Residential-7 (R1-7)
 - i. Urban Residential-6 (R1-6)
 - j. Urban Residential-5 (R1-5)
 - k. Multi-Family Residential-2 (R-2)
 - l. Multi-Family Residential-3 (R-3)

(5) business days of the receipt of the application using postcards to each owner of property situated wholly or partly within one thousand (1,000) feet of the property to which the site plan relates. [This does not apply to Limited Design Review.](#)

E. Review

1. The Planning Division shall refer the site plan, design review, and/or comprehensive sign plan to the Development Review Committee to determine compliance with this Ordinance and any other applicable codes, plans and standards.
2. The Development Review Committee shall have the authority to request modifications to the site plan and design review and may approve conditions consistent with this Ordinance and any other applicable codes, plans and standards deemed necessary to protect the public health, safety and welfare.

F. Required Findings

1. The proposal is in conformance with all requirements of this Ordinance and any other applicable codes, plans and standards in place at the time the site plan and design review application is submitted.
2. The proposal is of high quality and furthers the City's aesthetic vision.
3. Adequate conditions of approval are imposed to ensure compatibility with the current or planned use of surrounding properties.

G. Approval

1. When the Development Review Committee has completed its review:
 - a. Any site plan and design review applications for properties zoned CCD (City Center District) [or The BLVD](#) shall be forwarded to the Planning Commission for its review and recommendation, and then to the City Council for its review and decision. The Development Review Committee shall include a recommendation of approval, approval subject to stipulations, or denial for the site plan and design review.
 - b. Any site plan and design review not requiring Planning Commission and City Council consideration specified in subsection 107(G)(1)(a) above shall be either: approved, approved with stipulations, or denied by the Development Review Committee.
 - c. Deviations proposed in a comprehensive sign plan from allowable sign requirements as specified in Section 904 of this Ordinance shall be approved as follows:
 - i. Modifications greater than twenty-five (25) percent shall be forwarded to the City Council for its review and decision. The Development Review

Zoning Administrator shall schedule the appeal hearing for regularly scheduled Planning Commission. The Planning Commission shall review the site plan and design review application and make a decision as to whether the required findings have been met and approve, approve with stipulations, or deny the appeal. A majority vote of the Planning Commission shall be necessary to make a finding on the appeal.

107 Administrative Relief

The Zoning Administrator or authorized designee may authorize relief of up to ten (10) percent of any development standard. For projects located within a revitalization area, the Zoning Administrator or authorized designee may authorize relief up to thirty (30) percent of any development standard and may also waive specific non-quantitative development requirements. Notwithstanding the foregoing, the Zoning Administrator or designee shall not grant relief for any increase or reduction in allowable numbers of stories in a building ~~or for~~, any increase or reduction in permitted uses, reduction in parking stall size requirements, or required parking. Any relief authorized will be documented with findings consistent with all of the requirements below and filed with the building permit records, subdivision case file or other Planning Division records:

- A. An application by the property or on behalf of the owner was submitted on a form prescribed by the Zoning Administrator or authorized representative, and any applicable fees were paid.
- B. Notice, by first-class mail, postmarked at least five (5) days prior to the determination, was given to adjacent property owners determined by the Zoning Administrator or authorized designee as potentially affected by the request.
- C. The proposed improvement requiring relief will not be detrimental to the property requesting relief, any adjacent property or the City as a whole.
- D. The relief requested is needed due to the unusually small size or irregular shape of the parcel.
- E. The relief granted is the minimum required to meet the needs of the proposed improvement.
- F. The relief shall not be contrary to the purpose and intent of this Ordinance.

108 Conditional Use Permit

Some uses that are not permitted by right in a Zoning District may be acceptable as conditional uses. A site-specific review is required to determine if the location, design, scale and operation of the use is appropriate at given location. A Conditional Use Permit may only be granted for the conditional uses listed in each zoning category according to the procedure set forth below.

- A. Process and Procedure
 - 1. The designation of a use as a conditional use in a Zoning District does not convey a right or constitute an assurance that the use will be approved. Each application will be evaluated for compliance with the required findings set forth below. The burden of proof for satisfying these findings rests with the applicant.

Building Coverage: That portion of a lot occupied by any building or structure, including those buildings or structures not intended for human occupancy, calculated by dividing the total building ground floor area by the net site area. Open carports within parking lots in multi-family, commercial, and employment districts shall not count toward the building coverage calculation.

Building Façade: The exterior elevation of a building structure excluding any porches, overhangs, covered walkways, drive through covers or similar appendages.

Building Footprint: The outline of the total area covered by a building's perimeter at the ground level.

Building Ground Floor Area: The total area of the largest floor under roof, measured from the exterior faces of exterior walls, and not including the sum of the several floors of a multi-story building. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof or floor above.

Building Height: The vertical distance measured from the adjacent grade level to the highest level of the roof surface of flat roofs, to the deck line of mansard roofs or to the mean height between eaves and ridge for gable, gambrel or hip roofs.

Building, Main: A building, or buildings, in which is conducted the principal use of the lot on which it is situated. In any residential district, the primary dwelling shall be deemed to be the main building of the lot on which the same is situated.

Building Permit: A permit issued by the duly designated building official authorizing the erection, construction, reconstruction, alteration, repair, conversion or maintenance of any building, structure or portion thereof, where required by the City's adopted building codes.

Cacti: Any family of plants that have fleshy stems and branches with scales or spines instead of leaves and that is capable of storing water and requiring no supplemental irrigation.

~~**Caliper:** A standard measurement for trees based on the diameter of a tree trunk as measured a specific distance above the ground based on the type of tree.~~

Caretaker's Quarters: An accessory dwelling on non-residential premises that is occupied by the person who oversees the nonresidential operation twenty-four (24) hours per day, and his or her family.

Carport: A covered parking space open on one (1) or more sides that is intended and available for use at an automobile shelter.

Carwash, Self-Service: A facility for cleaning the exterior and interior of motor vehicles. Self-service means that the owner/operator either uses equipment such as a wash wand to wash the vehicle manually or remains in the vehicle while automated equipment in a tunnel design washes the exterior of the vehicle. In both types of self-service, the owner/operator of the vehicle cleans the interior of the vehicle and no employees of the facility touch the vehicle except potentially to pre-scrub the exterior prior to its entering the wash tunnel.

is sold, but shall not include stores selling consigned vehicles, auto parts, scrap or waste. Consignment shops are distinct from thrift stores, pawn shops and non-consignment secondhand retail stores.

Convalescent Home: A facility served by a common kitchen that provides living quarters and medical care to non-elderly residents recovering from non-chronic illness or injury, and which is licensed by the State of Arizona as a nursing home.

Corral: A fenced area or enclosure intended for the confinement of livestock for feeding, shelter, or other purposes, not to be confused with a pasture used for the grazing of livestock.

Crown: The branches, twigs and leaves that make up the foliage portion of the tree.

Curb Line: The line at the face of the curb nearest the street or roadway. In the absence of a curb, the curb line shall be established by the City Engineer.

Day Labor Hiring Center: A for-profit or non-profit facility at which job seekers congregate to be hired by the day or by the job for short periods of time by third parties.

Day Spa: A business establishment that provides professionally administered personal care treatments such as manicures, pedicures, massages and facials.

Density: The number of dwelling units permitted per net acre of land.

Department: The City of Avondale Development and Engineering Services Department.

Design Guidelines: See Design Manuals.

Design Manuals: The adopted Avondale ~~Design Manual for Commercial, Industrial, and Multi-Family Residential Development~~ [Commercial and Industrial Design Manual](#), and Avondale ~~Design Manual for Single-Family Residential Development~~ [Single Family Residential Design Manual](#), and [Multi-Family Design Manual](#) as amended.

Development Review Committee: See Section 105 above.

Director: The person designated by the Avondale City Manager to oversee the Department.

Disability: The term “disability” means, with respect to an individual: (A) a physical or mental impairment that substantially limits one (1) or more major life activities of such individual; (B) a record of such an impairment or (C) being regarded as having such an impairment. For purposes of this definition, a qualified individual with a disability shall not include an individual who is currently engaging in the illegal use of drugs, when the covered entity acts on the basis of such use, except as provided in 42 U.S.C. § 12210. The term “illegal use of drugs” means the use of drugs, the possession or distribution of which is unlawful under the Controlled Substances Act, 21 U.S.C. § 812. Such term does not include the use of a drug taken under supervision by a licensed health care professional, or other uses authorized by the Controlled Substances Act or other provisions of Federal law. The term, disability, shall be interpreted in a manner consistent with the definition of disability in the Americans with Disabilities Amendment Act of 2008.

Distribution: See “Warehousing”.

Laboratory: A building, or portion thereof, used or intended to be used for scientific experimentation, observation, testing or analysis.

Landscape Architect: A person registered to practice landscape architecture in the State of Arizona.

~~**Landscape Maintenance:** The process of keeping a landscape healthy, clean, safe and attractive by landscape irrigation management and general care of landscape areas, including, but not limited to, weeding, erosion control and re-vegetation, turf care maintenance, ornamental pest control, seasonal flower color programs, professional tree care and water feature maintenance.~~

Landscape Maintenance Schedule: A submitted and approved document describing the planting and irrigation protection plan that will cover a planting installation's short term and long term maintenance requirements.

Landscape Material: Any materials, vegetative and non-vegetative, used for the purpose of landscape improvements which may include, but shall not be limited to, the following: trees, shrubs, groundcovers, turfs, vines, berms, non-vegetative groundcover materials, irrigation equipment, fences and walls.

Landscape Plan: A graphic representation of the development site depicting the locations of all existing and proposed landscape improvements to be present on the site at the completion of project construction.

Landscaping: An exterior improvement of property in accordance with an approved landscape plan and utilizing approved landscape materials.

Licensee: With respect to Section 10 only, a person in whose name a license to operate a sexually oriented business has been issued, as well as the individual listed as an applicant on the application for a license; and in the case of an employee, a person in whose name a license has been issued authorizing employment in a sexually oriented business.

Livestock: Cattle, horses, sheep, goats and similar animals, excluding swine.

Lot: A parcel of land created legally through a minor land division or plat, or two (2) or more contiguous parcels legally created to be used as a unit under the provisions of this Ordinance, as shown in the records of the Maricopa County Recorder's Office, and having its principal frontage on a street. In any district where a half-street has been dedicated not less than twenty-five (25) feet in width, lots facing on such half-street shall be deemed to have frontage on a street.

Lot, Corner: A lot located at the intersection of two (2) or more streets. A corner lot shall be considered to be on the block that the lot fronts.

Lot, Interior: A lot having only one (1) side on a street.

Lot, Internal: A lot within a planned shopping center having no street frontage but accessible to public streets through private infrastructure and access easements.

Lot, Key: An interior lot, one (1) side of which is contiguous to the rear line of a corner lot.

Lot Length: The length (or depth) of a lot shall be determined as follows:

qualifying patient (as defined in ARIZ. REV. STAT. § 36-2801, as amended) for a qualifying patient’s medical use or (D) a facility that incorporates or processes medical marijuana into a consumable or edible product.

Medical Marijuana Dispensary: A nonprofit medical marijuana dispensary (as defined in ARIZ. REV. STAT. § 36-2801, as amended) duly registered and certified pursuant to ARIZ. REV. STAT. § 36-2804, as amended.

Medical Office: A room or group of rooms used exclusively by physicians, dentists or similar personnel for the treatment and examination of patients solely on an outpatient basis.

Mini-Storage Warehouse: A facility that leases space to individuals or to small businesses wherein the rented spaces, known as “units”, are secured by the tenant’s own lock and key.

Mobile Food Vendor: A food establishment that is readily movable and that dispenses food or beverages for immediate service and consumption from any vehicle.

Mobile Home: A structure at least eight (8) feet in width and thirty-two (32) feet in length, built on a permanent chassis and designed to be used as a dwelling unit.

Motor Vehicle: Defined as set forth in ARIZ. REV. STAT. § 28-101, as amended.

Multiple-Trunk Tree: A tree with more than one (1) main trunk. To be considered a multiple - trunk tree, additional trunks should originate either from the soil line or no higher than twelve (12) inches above ground. Any tree that has additional trunks (scaffold branches) higher than twelve (12) inches is not considered a multiple-trunk tree.

Multi-Tenant Non-Residential Development: A development site for a shopping center, office park or commerce park whereupon a number of separate commercial and/or employment activities are located and in which there are appurtenant shared facilities, such as parking and pedestrian walkways. Distinguishing characteristics of a multi-tenant non-residential development may, but need not, include common ownership of the real property upon which the development is located, common wall construction, and multiple-occupant commercial use of a single structure.

Mural: A non-commercial message, picture, scene, or diagram exhibited on the outside wall of a building or structure through application of paint, canvas, tile, panels or similar materials such that the wall becomes the background surface or platform for the mural. A mural shall be considered a wall sign or commercial message if it contains words, logos, trademarks or graphic representations of any person, product or service for the purpose of advertising or identifying a business. Explanatory wording relative to the artwork may be incorporated into the mural.

Natural Vegetative Screen: A solid visual barrier designed and installed with long-lived plant material to conceal areas used for refuse, mechanical equipment, parking, and service and loading bays from street and public views and to separate potential incompatible land uses.

Net Floor Area: The total square footage of interior floor areas, interior courtyards, outdoor storage areas, and outdoor dining areas, exterior walkways, parking areas and landscaped areas, excluding the thickness of exterior walls.

Outdoor Dining: An accessory to a restaurant use that is located on private property and used exclusively for dining, drinking and pedestrian circulation.

Parapet: The portion of a wall that extends above the roof line.

Parcel: A lot or a contiguous group of lots under common ownership and/or control that are considered a single development site.

Palm Tree: A vertical palm that can reach twenty (20) feet or greater in height upon maturity.

Park Tree: Any tree, shrub, bush and all other woody vegetation in public parks and all other public lands owned by the City, or to which the public has free access as a park.

Parking Lot: A parcel of land upon which members of the general public may park their vehicles at no cost for the purpose of utilizing a use or facility.

Parking Lot Aisle: The areas immediately adjacent to parking stalls that permit maneuvering of cars entering and leaving the parking stalls, and which connect the parking stalls to the driveway or drive aisle.

Parking Lot, Commercial: A parcel of land upon which members of the general public may park a vehicle by paying a charge or fee for said usage to the landowner or his agent.

Patio Home: An attached or detached single-family dwelling constructed with no side yard on one (1) or more sides of the lot.

Paved Surface: A surface of masonry, concrete (including stamped/colored concrete) or asphalt. Properly compacted decomposed granite so as to provide an all-weather surface may be an acceptable paved surface for storage uses only.

Pawn Shop: An establishment where money is loaned on security of personal property left in pawn and pledged as collateral, and where the pledged property may be sold to the public if not redeemed by the pledgor within a fixed amount of time.

Permeable Paving: ~~A range of sustainable materials and techniques with a base and sub-base that allow the movement of storm water through the surface.~~ A specific type of pavement with high porosity that allows rainwater to pass through it and into the ground below. Permeable pavement shall be in the form of pervious concrete, plastic grids, permeable interlocking concrete pavers, permeable clay brick pavers, resin bound decorative paving, and bound recycled glass porous pavement.

Person: An individual, proprietorship, partnership, corporation, association or other legal entity.

Pet Boarding and Day Care Facility: A commercial establishment where domestic pets are temporarily housed within separate indoor units. This does not include the breeding, raising, or sale of animals. Pet grooming, training, veterinary care, or the sale of pet products may occur as accessory uses.

Place of Worship: A permanently located building wherein persons regularly assemble for religious worship and which is maintained and controlled by a religious body to sustain public worship and related uses.

likenesses, attention-attracting media and devices, and other inanimate non-merchandise displays. Search lights may also be considered Special Promotion Signs.

Sign, Stroke Width: The width of the major lines comprising a letterform.

Sign Structure: The supports, uprights, braces and framework of a sign.

Sign, Subdivision Identification: A sign, by means of symbol or name, that identifies a residential community, but which does not include information used for a commercial purpose, including leasing rates, phone numbers or similar information.

Sign, Temporary: A sign not intended or designed for permanent display.

Sign, Theater: A variable message sign used by motion picture and performing arts theaters to announce current attractions, show times and on-site events.

Sign, Variable Message: A sign or portion of a sign designed to allow the immediate and frequent change of copy by manual, mechanical or electronic means.

Sign, Vehicle: A sign mounted, pasted, painted or drawn on any vehicle, whether motorized or drawn, that is placed, parked, or maintained at one (1) particular location for the express purpose and intent of promotion or conveying an advertising message.

Sign Walker: A person, who wears, holds or balances a commercial sign for the explicit purpose of promoting a business.

Sign, Wall-Mounted: A sign mounted to the wall of a building or structure.

Sign, Way-Finding: An off-premise sign that is part of a City-sponsored and coordinated program for the purpose of facilitating vehicular tourist transit to local destinations as designated by the way-finding sign program.

Sign, Window: A sign affixed to the interior or exterior of a window, or any sign located inside a building within six (6) feet of the interior side of the window and displayed so as to attract the attention of persons outside the building.

Sign, Yard: A type of temporary sign that is typically six (6) square feet or less in area and is supported by one or more stakes or metal wires inserted into the ground. The sign face is typically made of a semi-rigid material such as corrugated plastic, sheet metal, foam board, cardboard or placard. Yard signs may also be referred to by other names including lawn signs, road signs, bandit signs, or placard signs.

Single-User Development: Any lot and single-tenant building that is not part of a master planned development or multi-tenant non-residential development.

Site Area, Gross: The total ground area located within the property lines of a site, including any proposed portions to be dedicated for public use as streets, alleys, easements, or other.

Site Area, Net: The remaining ground area of the gross site area after deleting all portions for proposed perimeter right-of-ways and alleys.

- d. Farm animals under the age of six (6) months shall not be limited to an animal per square footage ratio.
- E. Feed Lot for cattle is allowed in certain residential Zoning Districts provided that the minimum site is forty (40) acres.
- F. Guest House is allowed in certain residential Zoning Districts provided that:
 - 1. A guest house shall not be rented, leased or sold separately from the principal residence or otherwise used for compensation.
 - 2. A separate address, water meter, utility meter, driveway or parking area shall not be provided for the guest house.
 - 3. The materials, colors and architectural style of the guest house shall be similar to the principal residence.
 - 4. The livable floor area of the guest house shall not exceed fifty (50) percent of the livable floor area of the principal residence.
 - 5. A detached guest house shall meet the location, height and setback requirements in Section 7 of this Zoning Ordinance.
 - 6. The Department shall maintain an administrative record that includes a site plan and a floor plan for each guest house with approved construction plans. The separate Design Review process outlined in Section 1 of this Zoning Ordinance is not required for guest houses.
- G. Home Occupations are allowed in certain residential Zoning Districts, provided that in addition to all of the use limitations applicable in the Zoning District in which the home occupation is located, no home occupation shall be permitted unless it complies with the following restrictions:
 - ~~1. No more than twenty-five (25) percent or four hundred (400) square feet of the floor area of the dwelling unit, whichever is less, shall be devoted to the home occupation.~~
 - ~~2.~~1. The home occupation shall be conducted entirely within the principal dwelling unit or in a permitted accessory building thereto, and in no event shall such use be apparent from any public way. Use of required garages shall not occur.
 - ~~3.~~2. There shall be no signs, no exterior display, no exterior storage of materials, no exterior parking of vehicles containing signs larger than six (6) square feet, and no other indication of the home occupation or variation from the residential character of the principal building.
 - ~~4.~~3. No mechanical, electrical or other equipment that produces noise, electrical or magnetic interference, vibration, heat, glare or other nuisance outside the residential or accessory structure shall be used.

- ~~5.4.~~ No home occupation shall be permitted that is noxious, offensive or hazardous by reason of vehicular traffic, generation or emission of noise, vibration, smoke, dust or other particulate matter, odorous matter, heat, humidity, glare, refuse, radiation or other objectionable emissions.
- ~~6.5.~~ Any need for parking generated by the home occupation shall be off-street. ~~The Zoning Administrator shall determine the number of parking spaces required based on the parking provisions of this Section.~~ One (1) off-street parking space is permitted for the home occupation.
- ~~7.6.~~ ~~No business vehicle shall be used in connection with the home occupation for delivery of goods to or from the premises. This provision does not preclude the delivery of mail or packages by the Postal Service or other private delivery service.~~ No pick-up or delivery by business-related vehicles which exceed 20,000 pounds gross vehicle weight (except USPS and standard UPS/FedEx sized delivery trucks) is permitted.
- ~~8.7.~~ ~~A maximum of one (1) vehicle used in conjunction with the home occupation is permitted to be kept, garaged, or stored at the residence.~~ Only one business-related vehicle with a manufacturer's gross vehicle weight rating (GVWR) of not more than ten-thousand (10,000) pounds used for the home occupation may be parked or stored at the property.
- ~~9.8.~~ ~~There shall be no merchandise or commodity sold upon the premises.~~ Customers shall not visit the home occupation to purchase goods or services, excluding barber shops/beauty salons. Barber shops/beauty salons shall not occupy more than 200 square feet of the floor area, a maximum of one (1) washing station, and a maximum of two (2) customers per day.
- Prohibited services include massage parlors, restaurants, veterinary hospitals, veterinary offices, commercial kennels, dog grooming, vehicle services, and like services.
- ~~10.9.~~ ~~If the home occupation employs persons other than the family members residing in the dwelling used for the home occupation, such other employees shall not work in the dwelling used for the home occupation.~~ Employees who do not reside in the home are prohibited.
- ~~11.10.~~ Such occupation shall not require internal or external alterations or construction features or equipment or machinery not customary in residential areas.
- ~~12.11.~~ The activity shall not generate vehicular or pedestrian traffic beyond that which is normal in its district.

- H. Places of Worship shall be located on an arterial street or at the intersection of two (2) collector streets.
- I. Public utility facility required for local service is allowed in certain residential Zoning Districts provided that:
1. It is required for local service.

1. The Design Manuals adopted by City Council and maintained by the Zoning Administrator or designee shall serve as guidelines for site and architectural design in all districts.
2. A variety of lot sizes is encouraged to be provided in developments of more than eighty (80) lots. In subdivision of more than eighty (80) lots, a minimum of twenty-five (25) percent of the lots shall be a different size.
3. Creation of neighborhoods by lot layout, shared development standards, shared architectural themes, open space, walls and landscaping is required.
4. No adjacent home or home directly across the street shall have the same elevation or roofline. The roofline may be changed by the following options:
 - a. Alternating the ridgeline from parallel to perpendicular, or vice versa, to the street.
 - b. Alternating the roof type between gable and hip.
 - c. Alternating the roofline pitch by a minimum of 3 units vertical (i.e. 3:12 to 6:12).
 - d. Alternating between one (1) and two (2) story homes.
5. The percentage of net area that shall be devoted to open space and amenities is:
 - a. A minimum of fifteen (15) percent for subdivisions with an average lot size up to fifteen thousand (15,000) square feet.
 - b. Ten (10) percent for subdivisions with an average lot size of over fifteen thousand (15,000) to thirty-five thousand (35,000) square feet.
 - c. For lot sizes over thirty-five thousand (35,000) square feet, no minimum percentage shall apply, but multi-use trails are required that meet minimum standards established by the American Association of State Highway and Transportation Officials (ASSHTO) Guidelines.

B.. Multi-Family Districts

1. Design Manuals.

The Design Manuals adopted by City Council and maintained by the Zoning Administrator or designee shall serve as guidelines for site and architectural design in all districts.

2. Open Space.

Open Space that is attractive shall be an integral part of a multiple family development. Open Space shall be provided in an amount comparable to the size of the development; subject to the ~~Multi-Family design manual~~ applicable Design Manual.

2. Site-built, single-family dwelling units shall not be allowed within a manufactured home park.
3. The maximum number of manufactured home spaces or units or dwelling units per acre shall be seven (7).
4. The minimum width of manufactured home rental spaces shall be fifty (50) feet with a minimum length of seventy (70) feet. The minimum width of single-family dwelling unit lots shall be forty (40) feet with a minimum length of seventy (70) feet.
5. The minimum width of private driveways or access ways within the park or subdivision shall be twenty-six (26) feet. Each unit or lot shall have access to a private driveway or access way connected to a public street.
6. The minimum space between manufactured homes shall be twenty (20) feet. This dimension may be reduced to ten (10) feet between awnings or canopies.
7. The minimum distance between single-family attached and detached units shall be ten (10) feet. Minimum side setbacks shall be five (5) feet.
8. No manufactured home or single-family dwelling unit shall be closer than eight (8) feet to a private drive aisle. Garages for single-family dwelling units must be setback eighteen (18) feet from a residential street or private drive aisle.
9. A minimum of fifteen (15) percent of the site shall be devoted to open space for all residents, exclusive of streets and private driveways, parking and storage areas or required setbacks at the exterior boundaries of the site.
10. The maximum building coverage for single-family attached and detached units shall be sixty (60) percent.
11. The maximum height of any building, manufactured home, or single-family unit shall be thirty (30) feet.
12. All electric power lines, telephone lines, cable TV lines and similar utilities shall be placed underground.
13. No manufactured home or single-family unit shall be located closer than fifteen (15) feet to the perimeter of the park or subdivision. Where the perimeter of the park adjoins a public street, the setback shall be twenty-five (25) feet. Within this setback area, trees with a minimum height of eight (8) feet and a ~~caliper of two (2) inches measured at four (4) feet above abutting grade~~ minimum box size of 24" shall be planted every twenty (20) feet on center.
14. A minimum six (6) foot and maximum eight (8) foot decorative wall shall be constructed around the perimeter of the park or subdivision in accordance with the Section 1207 (Walls and Fences) below.

15. Any part of the manufactured home park or subdivision fronting on a public street shall meet the screening and landscaping requirements for single-family residential subdivisions.
16. All new manufactured home parks or expansions of existing manufactured home parks shall be subject to Site Plan Review in accordance with Section 1 of the Zoning Ordinance.
17. All new single-family subdivisions in an MH district shall be subject to the Preliminary/Final Plat process in accordance with the City of Avondale Subdivision Regulations.

D. Design Standards.

1. All areas not covered by structures or paving shall be landscaped.
2. Each manufactured home shall be skirted to screen wheels and undercarriage.

E. Single-Family Home Requirements. A manufactured home shall be considered a single-family residence if it meets the following conditions:

1. The manufactured home to be installed shall be manufactured or constructed to meet Federal Manufactured Home Construction and Safety Standards (42 U.S.C. Sec. 5403).
2. Must ~~be 26'8" wide or wider, at least three hundred twenty (320) square feet in size, and~~ conform to the U.S. Housing and Urban Development Manufactured Home Construction and Safety Standards.
3. The exterior shall have wood siding or stucco finish.
4. The roof shall be shingle or tile with an overhang of at least six (6) inches.
5. Shall be installed on a permanent block foundation or utilizing stabilizing devices, defined as any part of the anchoring or support system, such as piers, footings, ties, anchoring equipment, anchoring assemblies, or any other equipment materials, and methods of construction that support and secure the manufactured home to the ground. The mounting system must be concealed such that the home's appearance most closely resembles a site-built home.
6. The driveway shall be paved or surfaced with Permeable Paving materials.
7. Site layout shall meet the setback requirements of the Zoning District.
8. The parking requirements applicable to single-family homes contained in Zoning Ordinance Section 8 have been met.

2. To create an environment for uses that generally can produce amounts of noise, traffic, and other adverse effects and are of a size that are not compatible with residential development or less intense office and commercial development.
3. Encourage commercial centers that are planned, developed and managed as integrated complexes with individual users.
4. Include users with a building square footage in the range greater than two hundred thousand (200,000) gross square feet.
5. Encourage development that is consistent with the policies and the guidelines established in any specific plan and the General Plan.

303 Land Use Matrix

The following land use matrix shows the uses, which are permitted outright (P), permitted with a conditional use permit (C), permitted with conditions (PC), permitted as accessory uses (A) or prohibited (-) in specific commercial Zoning Districts in the City of Avondale. The land use matrix is intended to serve as a guide for the convenience of the user of this Zoning Ordinance. Where the text of this Zoning Ordinance differs from the land use matrix, the text shall prevail.

LAND USE MATRIX	R-O	C-O	C-1	C-2	C-3
Administrative & Financial Uses					
Banks and financial institutions without drive-through, excluding non-chartered financial institutions	-	PC	P	P	P
Banks and financial institutions with drive through, excluding non-chartered financial institutions	-	-	PC	PC	PC
Non-chartered financial services	-	-	-	C	-
Professional offices	P	P	P	P	P
Automobile Related Uses					
Automobile rental facility with no on-site storage	P	P	P	P	P
Automobile rental facility with on-site storage	-	-	-	PC	PC
Automobile service and diagnostic facility	-	-	-	PC	PC
Automobile, boat, recreational vehicle, or motorcycle, sales and/or leasing	-	-	-	PC	PC
Car wash, accessory to gas station	-	-	-	A	A
Car wash, self-service	-	-	-	C	-
Car wash, full-service	-	-	-	C	C
Gas station with or without convenience store and/or car wash	-	-	-	C	C
Tire sales, repair and mounting	-	-	-	PC	PC
Truck stop, including wash	-	-	-	-	C
Truck, trailer and equipment rental	-	-	-	C	P
Eating & Drinking Establishments					
Bar	-	-	-	PC	PC
Brewery, ancillary to a bar or restaurant	-	-	-	P	P

LAND USE MATRIX	R-O	C-O	C-1	C-2	C-3
Liquor stores	-	-	-	C	-
Outdoor dining	-	-	A	A	A
Restaurant, with drive through	-	-	PC	PC	PC
Restaurant, without drive-through	-	C	P	P	P
Sidewalk café	-	-	A	A	A
Wine bar	-	-	-	PC	PC
Mobile Food Vendor		P	P	P	P
Education, Religious & Institutional Uses					
Adult daycare	PC	PC	PC	PC	-
Assisted living facility	PC	PC	-	-	-
Child care center	-	C	C	C	C
College or university	-	-	-	-	PC
Community garden, one acre or less	P	-	P	P	-
Employment agencies- Excluding day labor	-	P	P	P	P
Libraries	-	-	P	P	P
Museums and cultural centers	-	-	-	P	P
Places of worship	P	P	P	P	P
Preschools and similar uses	-	-	C	C	-
Public service and non-profit community use	-	C	C	C	-
Public Uses	P	P	P	P	P
Public utility buildings, structures, uses, facilities and equipment	PC	PC	PC	PC	PC
Rehabilitation facilities and hospitals, excluding facilities for substance abuse and detoxification	-	-	-	P	P
School businesses, technical or vocational	-	P	-	-	-
Substance abuse treatment	-	C	-	-	-
Substance abuse detoxification	-	C	-	-	-
Entertainment and Recreation Uses					
Amusement parks, outdoor	-	-	-	-	C
Aquarium	-	-	-	-	C
Art gallery	P	-	-	P	P
Bingo hall	-	-	-	-	P
Bowling alley	-	-	-	P	P
Commercial race track, outdoor	-	-	-	-	C
Commercial sporting complexes	-	-	-	-	C
Concert facilities, outdoor	-	-	-	-	C
Convention centers and exhibit halls	-	-	-	-	P
Health and exercise center	-	-	PC	P	P
Ice or roller skating rink, indoor	-	-	-	P	P
Indoor commercial recreation/ entertainment uses not otherwise listed	-	-	-	P	P
Movie theater, indoor	-	-	-	P	P
Night club	-	-	-	C	PC
Outdoor commercial recreation/ entertainment uses not otherwise listed	-	-	-	-	C

LAND USE	HERITAGE SUB-DISTRICT	NEIGHBORHOOD SUB-DISTRICT
Outdoor dining	A	PC
Restaurants, without drive-through	PC	PC
Sidewalk cafes	PC	PC
Sidewalk vendors	PC	-
Video arcades or game rooms	P	-
<i>Educational, Institutional, and Office Uses</i>		
Art schools	P	-
Art studios, without retail sales	P	P
Dance studios	P	-
Medical, dental, or health offices, excluding plasma centers and medical marijuana uses.	P	PC
Museums, libraries, and cultural centers	P	-
Music studios	P	P
Professional offices	P	PC
Public schools	P	P
<i>Hospitality Uses</i>		
Bed and breakfast inns	C	PC
Hotels	P	-
<i>Miscellaneous Uses</i>		
Community gardens, one acre or less	P	P
Public parking facilities, including parking structures, surface lots and park-and-rides.	PC	PC
Public uses, including utility buildings, structures, uses, facilities and equipment	PC	PC
Uses that are customary and incidental to the principal permitted use of the property	A	-
<i>Pedestrian-Oriented Retail Uses</i>		
Antique and collectible shops	P	PC
Art, craft and photography studios, including retail sales	P	P
Art galleries	P	PC
Consignment shops	P	PC
Farmers markets, indoor or outdoor	P	-
Florists	P	PC
Liquor Stores	C	-
Outdoor sales and display	PC	-
Specialty retail shops, excluding liquor stores	P	-
Grocery Store	P	PC
Pharmacy	P	-
<i>Residential Uses</i>		
Caretaker's Quarters	-	PC
Dwelling units on the second/third stories of a commercial building	P	-
Multi-Family dwelling	P	PC

- a. Sidewalk cafés shall be located directly adjacent to and abutting an indoor restaurant and cannot extend beyond the frontage of the operating indoor restaurant.
- b. A sidewalk café shall be allowed only where the sidewalk or porch is wide enough to adequately accommodate both pedestrian traffic in the area and the operation of the proposed café. There shall be a minimum of forty-eight (48) inches clear distance free of all obstructions in order to allow adequate pedestrian movement.
- c. All outdoor dining furniture, including tables, chairs, umbrellas and planters, shall be moveable. Umbrellas must be secured with a minimum base of not less than sixty (60) pounds. All furniture used in the operation of the café, including any barriers required as a condition of a liquor license must be removed from the sidewalk and stored indoors whenever the restaurant is closed.
- d. If determined necessary, by the City Engineer or authorized designee, for public safety, in conjunction with a license issued pursuant to subsection 307(E)(11)(i) below, a moveable decorative barrier separating café seating from pedestrian traffic shall be provided. The designs must reflect the architecture of the restaurant building façade. The barrier must be removed from the sidewalk and stored indoors whenever the restaurant is closed.
- e. A sidewalk café shall only serve food and beverages prepared or stocked for sale at the adjoining indoor restaurant, provided that an extension of premises for the service of alcoholic beverages for on-site consumption has been authorized by the City of Avondale and the State of Arizona.
- f. Hours of operation for a sidewalk café shall be the same as those of the adjoining indoor restaurant, or less, but in no event shall the sidewalk café be open when the main restaurant is not.
- g. The City shall have the right to prohibit the operation of the sidewalk café at any time because of anticipated or actual problems or conflicts in the use of the public sidewalk. Such problems and conflicts may arise from, but are not limited to, scheduled festivals and similar events, parades, repairs to the street or sidewalk or emergencies occurring in the area. To the extent possible, the business will be given prior written notice of any time period during which the operation of the sidewalk café will be prohibited by the City.
- h. The sidewalk café shall not require the provision of additional parking.
- i. A sidewalk café shall require a license, or other authorization as determined acceptable by the Zoning Administrator ~~City Attorney~~, prior to utilizing any portion of the public right-of-way. Plans detailing the specific location and dimensions of the sidewalk café, as well as the specifications of the proposed site furniture and barrier, shall be approved by the Department prior to approval of the sidewalk café.

~~12. Sidewalk vendors are allowed in the Heritage Sub-District provided that:~~

~~a. Licensing:~~

- ~~i. Selling, or offering for sale, any food, beverage, or merchandise on any property within Old Town shall comply with the City of Avondale Municipal Code business licensing requirements. Licenses to vend within the OTAB District shall be reviewed and approved by the Director or authorized designee in conjunction with the City Finance and Budget Department. The application for a vendor's license shall be signed by the applicant and include:
 - ~~1) The name, home and business address of applicant, and the name and address of the owner, if other than applicant, of the vending stand to be used in the operation of the vending business.~~
 - ~~2) An itemized list and description of the food, drinks and/or merchandise to be sold.~~
 - ~~3) A description and a depiction (including signage and colors), and specifications of any stand to be used in the operation of the business.~~
 - ~~4) A site plan (to scale) depicting the exact proposed location of the vending stand.~~
 - ~~5) Proof of an insurance policy, issued by an insurance company licensed to do business in the State of Arizona, protecting the licensee and the City from all claims for damages to property and bodily injury, including death, which may arise from operations under or in connection with the license. Such insurance shall name as additional insured the City and shall provide that the policy shall not terminate or be canceled prior to the expiration date without thirty (30) days advance written notice to the City.~~~~
- ~~ii. Vending locations shall be approved only if the site is determined to safely accommodate the use.~~
- ~~iii. All licenses shall be displayed in a visible and conspicuous location at all times during the operation of the vending business.~~
- ~~iv. The Zoning Administrator may recommend to the Finance and Budget Office that any license may be denied, suspended or revoked in accordance with the procedures in the Municipal Code for any of the following causes:
 - ~~1) Fraud or misrepresentation contained in the application for license.~~
 - ~~2) Fraud or misrepresentation made in the course of operating the vending business.~~
 - ~~3) Conduct of the licensed business in such a manner as to create a public nuisance, or constitute a danger to the public health, safety, or welfare.~~
 - ~~4) Any conduct contrary to the vending cart regulations contained within this subsection 307(E)(12).~~~~

- ~~b. Sidewalk vendors shall not sell food, beverages or merchandise that is not listed on their license applications, nor sell anything that is sold by an indoor restaurant or retail business within a three hundred (300) foot radius from the approved vending location.~~
 - ~~c. Vendors within Old Town may operate only between the hours of 8:00 a.m. and 10:00 p.m. except in association with a City-approved special event.~~
 - ~~d. No vending stand shall exceed four (4) feet in width, eight (8) feet in length, and eight (8) feet in height.~~
 - ~~e. All food or drink sold must be for immediate consumption.~~
 - ~~f. Trash receptacles shall be provided for use by patrons. Trash and refuse generated by the vending cart shall not be disposed of in public trash receptacles. All trash must be removed and disposed of by the vendor at the conclusion of each business day, or more frequently as necessary.~~
 - ~~g. All items relating to the vending business shall be confined to the stand itself. Seating, tables or other furniture may not be provided in association with the vending operation.~~
 - ~~h. A vending stand shall not be left unattended while in operation or left outdoors overnight.~~
 - ~~i. Vendors shall not solicit or conduct business with persons in motor vehicles.~~
 - ~~j. Vendors shall not sound any device that produces a loud and raucous noise, or use or operate any loudspeaker, public address system, radio, sound amplifier or similar device to attract the attention of the public.~~
 - ~~k. No advertising shall be permitted on any stand, except to identify prices and/or the name of the product or vendor.~~
 - ~~l. All vending stands shall comply with the following safety requirements:
 - ~~i. All equipment shall be secured in order to prevent movement during transit and to prevent detachment in the event of a collision or overturn. A safety knife holder shall be provided to avoid the loose storage of knives.~~
 - ~~ii. All mechanical instruments used in the operation of the stand shall be installed so as to be hidden from view to the extent possible while remaining accessible.~~~~
13. Single-Family attached dwellings are allowed in the Neighborhood Sub-District, provided that new single-family attached dwellings and additions to existing single-family attached dwellings shall comply with the development standards, accessory use standards, and design standards (including landscaping and signage requirements) of the R-2 (Multi-Family Residential) Zoning District.
14. Single-Family detached dwellings are allowed in the Neighborhood Sub-District, provided that new dwellings and additions to existing dwellings shall comply with the development

LAND USE	CP	A-1
Manufacturing of hazardous materials (explosives, chemicals, dry ice, gases, gasoline, petroleum, paints, varnishes, and other similar) manufacturing or processing	-	C
Medical, dental, or health offices, excluding plasma centers and medical marijuana uses	P	-
Medical Marijuana Dispensary	-	PC
Medical Marijuana Cultivation Location	-	PC
Mini-storage warehouse, excluding outdoor storage of vehicles or trailers	C	C
Mining or drilling operations	-	C
Mixing plant for cement or paving	-	C
Mobile Food Vendor	P	P
Motion picture productions (studio)	C	P
Motor vehicle assembly	-	P
Outdoor storage associated with an on-site primary use, excluding vehicles	C	PC
Pharmacy, when integral to a multi-tenant building (no drive-through)	P	-
Processing of meats, fats or oils	-	C
Professional offices	P	P
Public utility facilities	P	P
Recycling facility, metals collecting and crushing	-	C
Restaurant, Full Service (no drive-through)	P	-
Retail sales that primarily support the businesses and employees of the commerce park and not the general population	C	C
Sale of products manufactured or assembled on-site	A	A
Schools, vocational, business, trade, college, university	P	-
Sexually oriented businesses, subject to the requirements of Section 10 of the Zoning Ordinance	-	PC
Signs and monuments, including sales, manufacturing and assembly of signs or sign components	P	P
Transmitting and receiving towers	C	C
Truck and trailer fueling, dispatch and weighing stations	-	C
Veterinary hospital, clinic	P	-
Vehicle storage facility, excluding dead vehicle storage	-	P
Warehousing	A	P
Wholesaling	-	P

403 Uses Permitted With Conditions

Based upon site plan review, land uses listed in the land use matrix as “Permitted with Conditions” may be subject to additional conditions of approval if deemed necessary to protect the health, safety, and public welfare.

- A. In addition to, and in no way limiting the general nature of this Section 403, medical marijuana dispensaries and medical marijuana cultivation locations are allowed in certain general industrial

Section 5 Special Districts

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SECTION 5 SPECIAL DISTRICTS; OVERLAYS

501 The BLVD District

A. Purpose

The BLVD Specific Plan (“The BSP”) was created to implement the City Council’s vision of creating a vibrant, urban, mixed use environment that will become a premier destination for shopping, dining, entertainment, employment and various types of residential uses for the area of Avondale located between the Avondale Civic Center and Interstate Highway 10. The BLVD Zoning District (The BLVD District, or “The BLVDD”) is intended to complete the vision expressed in The BSP by prescribing building form, site design and architectural standards for The BLVD area.

The BLVDD consists of two (2) components approved by the City Council: (A) a legislatively approved base zone, the boundaries of which are consistent with Figure 2-1 of The BSP, containing the basic performance standards and regulations for the respective Sub-Districts shown on Figure 2-1 of The BSP and (B) an administratively approved (by the City Council), individualized Development Plan that selects the land uses from those allowed in the applicable Sub-District and organizes such uses into a form-based Development Plan specific to a site. Accordingly, the Sub-District categories set forth in Section 501.C below are intended to directly relate to and implement the provisions set forth in Section 2.0 of The BSP for the corresponding Sub-District category. The BLVDD is intended to be flexible to allow for a parcel of land to be entitled in a single step by combining the Development Plan with the base zone approval, much like a typical PAD rezoning, or to allow for the base zone to precede the Development Plan.

B. Applicability

1. Only properties within The BSP boundary will be permitted to rezone to The BLVDD.

The development regulations related to each Sub-District and the boundaries thereof shall correspond to the descriptions of the Sub-Districts of the same name in Section 2.0 of The BSP and the boundaries and locations of the Sub-Districts as shown on Figure 2-1 of The BSP.

C. Sub-Districts

The BSP is divided into six (6) Sub-Districts. Properties within each Sub-District shall comply with the Land Uses and Development Standards set forth in this Section in accordance with the standards in The BSP for each such Sub-District. The six (6) Sub-Districts are described below:

1. Gateway District

The Gateway District, which features direct frontage on I-10 and offers significant visibility, is designed to accommodate development of commercial uses that will act as catalysts and spur demand for development in the remainder of The BLVD area. Commercial uses that would typically be classified as development catalysts include, but may not be limited to, post-secondary education campuses, medical campuses and/or hospital(s), resort hotels, and/or 4-story or greater Class-A corporate headquarters. In addition to catalyst type uses, dense urban

form residential developments (minimum 22 dwelling units per acre), 2-3 story mid-rise office, and urban form retail/restaurant uses are appropriate. Industrial uses, such as manufacturing and warehousing, are inappropriate in this District. All uses may be served by surface and/or structured parking. Building heights shall not exceed ten (10) stories. However, a building may be built up to sixteen (16) stories with City Council approval as part of the Development Plan process.

2. Village District

The Village District, located west of Avondale Boulevard and north of Van Buren Street, is designed to accommodate more conventional retail, restaurant, office, employment, and urban-form multi-family uses (minimum 18 dwelling units per acre), all with a strong emphasis on pedestrian-orientation and contemporary, urban design that interfaces with and creates a presence on adjacent streets. Developments within the Village District should generate a diversity of activity to attract people to the area and support The BLVD area as a whole. Convenience uses that cater to automobiles, for example drive-through restaurants, are restricted in regards to quantity and feature design requirements intended to ensure they do not hinder walkability. Building heights shall not exceed ten (10) stories. However, a building may be built up to sixteen (16) stories as part of the Development Plan process.

3. Park Avenue District

The Park Avenue District, located east of Avondale Boulevard, north of Van Buren Street, is the planned core of The BLVD. Development within this District will be centered around a public gathering area that will accommodate events and activities that bring people into The BLVD, creating a vibrant, active street scene and, in turn, support local businesses. Permitted uses within the Park Avenue District include a mix of hotel, retail, restaurants, sports, entertainment, theater, cultural, multi-family residential (minimum 22 dwelling units per acre), studios, offices, and post-secondary education, all of which must be designed to interface with adjacent streets in an urban manner and feature modern, contemporary design. Uses must also be designed immediately adjacent to usable open spaces, such as plazas, outdoor dining areas, and the like, with the intent of creating an active outdoor environment. Convenience uses that cater to automobiles, for example drive-through restaurants, are restricted in regards to quantity and feature design requirements intended to ensure they do not hinder walkability. Building heights shall not exceed ten (10) stories. However, a building may be built up to sixteen (16) stories as part of the Development Plan process.

4. Residential District

The Residential District, located in the northwest quadrant of The BLVD, is designed to accommodate development of high-density housing in close proximity to the Park Avenue District core. A broad range of residential uses are permitted in this District to appeal to various lifestyle choices, including attached single-family, apartments, townhomes, and condominiums. In addition, small lot, single-family detached homes may be appropriate as a transitional use where the Residential District abuts existing single-family residential. All residential development will provide highly-amenitized luxury living in an urban form. Development standards for this District are designed to prevent development of “garden apartments” and other inwardly focused, suburban residential types and encourage

development of urban rowhomes, townhomes, or other residential types that are more outwardly focused, strongly interfaced with adjacent streets, and that contribute to an overall sense of community within The BLVD at-large. The minimum required density in this District is 18 dwelling units per acre, though product types under the minimum density may occur as part of a master residential development that, as a whole, meets the minimum density requirement. Limited commercial uses are permitted if located on the ground floor of a multi-story building with residential uses above. Building heights shall not exceed six (6) stories; within 300 feet of single-family residential uses, building heights shall not exceed three (3) stories.

5. Neighborhood District

The Neighborhood District, located east of Avondale Boulevard, south of Van Buren Street and north of the Civic Center complex, is designed to accommodate development of detached single-family residential homes and/or attached townhomes with a density between 4 and 12 dwelling units per acre. Urban form development is not required, but is encouraged, in the Neighborhood District. Building heights shall not exceed two (2) stories or 30 feet.

6. Promenade District

The Promenade District, located south of Van Buren Street west of Avondale Boulevard, allows for a variety of retail, restaurant, service and office uses which will support the daily needs for goods and services of residents of The BLVD and surrounding neighborhoods. The character and form of development in the Promenade District will be noticeably more suburban than in other portions of The BLVD, though pedestrian-orientation is still a priority. Auto-oriented uses that are heavily restricted in other Districts, such as drive-throughs, are appropriate in the Promenade District. Building heights shall not exceed two (2) stories or 30 feet.

D. Administration

1. Establishment.

The BLVDD base zoning may be established on property within The BLVD area, as defined by The BSP Figure 2-1, according to the procedures outlined in Section 110 of this Zoning Ordinance.

2. Opt-In

Owners of property located within the boundaries of the The BSP will retain the existing City Center District (CCD) as the active zoning district until such time as a property owner chooses to Opt-In to The BLVDD. All requirements of the existing CCD zoning (See Section 501.K) remain in effect until a property owner elects to Opt-In to The BLVDD.

- a. A property owner may Opt-In to The BLVDD by signing before a notary public a “The BLVDD Opt-In” form prepared by the Zoning Administrator.
- b. Such form shall state, at a minimum, that:

- i. The BLVDD standards are in effect for the identified parcel(s) as of the signature date of the Opt-In form,
- ii. The requirements of the previous CCD are no longer applicable for that site, and
- iii. Any future development shall adhere to the requirements of The BLVDD, including submittal of a Development Plan to be approved by the City Council.
- c. Once an Opt-In form is signed and notarized, in no case may any subsequent development on the site be based upon the standards of the existing CCD, nor may the site be developed using a mixed set of standards of both the former CCD zone and The BLVDD zone at the same time.
- d. Once signed, the City shall maintain an official record of the agreement in the files of the Planning Division and shall update the Official Zoning Map of the City to reflect the change to the property's zoning district from CCD to The BLVDD.

3. Required Development Plan.

In addition to the approved The BLVDD base zoning, a City Council-approved Development Plan is required prior to any application for a development permit within The BLVD.

- a. Development Plans may be filed for all or part of the property zoned or to be zoned The BLVDD. Development Plans shall be submitted in accordance with Section 106, Site Plan and Design Review; provided, however that the Planning Commission shall review, and City Council shall review and approve, all Development Plans for properties zoned The BLVDD.
- b. The ordinance approving the rezoning of a property to The BLVDD shall indicate, both by narrative text and a map, the location and boundaries of the Sub-Districts that are included in the area to be rezoned.

4. Amendment.

The Zoning Administrator or designee shall determine whether a proposed amendment to an approved Development Plan is a Major or Minor Amendment. Major Amendments shall require City Council approval with a recommendation of the Planning Commission. Minor Amendments shall require administrative approval by the Zoning Administrator or designee only.

- a. Major Amendment: Any one (1) of the following shall be considered a Major Amendment of a Development Plan:
 - i. A significant change in boundary lines of the development. Minor and technical adjustments to the boundary lines within the Development Plan are permitted without a Major Amendment so long as (i) the area affected by the boundary

change does not exceed fifteen (15) percent of the total area subject to the Development Plan, (ii) the adjustments do not significantly alter the traffic or pedestrian circulation system for the Development Plan and (iii) in the reasonable opinion of the Zoning Administrator, the overall character of the Development Plan, if modified, will remain in substantial conformance with The BSP and the Development Plan as originally approved. Any expansion or relocation of a boundary line not within the scope of this exception shall be considered a major amendment of the Development Plan. Such boundary line changes may also require an amendment to The BSP prior to any City Council consideration of the change to the Development Plan.

- ii. Any change that could have significant negative impact on uses adjoining the development.
- iii. Any change that could have a significant impact on roadways adjacent or external to the development.
- iv. Any change that could have a significant negative impact on the amount of parking required or provided by the development.
- v. Any change to a phasing plan that could have a significant negative impact on adjacent or surrounding developments.
- b. Minor Amendment: All amendments to a Development Plan not determined by the Zoning Administrator to be Major Amendments according to the criteria set forth in subsection (a) above shall be Minor Amendments.

E. Land Uses

Land uses for each Sub-District shall comply with the Land Use Matrix set forth below. Uses not listed as a permitted, permitted with conditions, or conditional use shall be prohibited from the applicable zoning district. In the event a particular use is not listed in this Section and such use is not otherwise prohibited by law, the Zoning Administrator or designee shall determine whether such use is analogous to other listed uses; the determination shall be made pursuant to Section 105 of this Ordinance.

G = Gateway District
PA = Park Avenue District
N = Neighborhood District

V = Village District
R = Residential District
P = Promenade District

P = Permitted
C = Conditional Use
PC = Permitted with Conditions

A = Accessory
FF = First Floor w/ Residential Above
- = Not Allowed

<u>LAND USE</u>	<u>THE BLVD SUB-DISTRICTS</u>					
	<u>G</u>	<u>V</u>	<u>PA</u>	<u>R</u>	<u>N</u>	<u>P</u>
<u>Amusement parks, outdoor</u>	<u>C</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>
<u>Antique Store</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>=</u>	<u>P</u>

<u>LAND USE</u>	<u>THE BLVD SUB-DISTRICTS</u>					
	<u>G</u>	<u>V</u>	<u>PA</u>	<u>R</u>	<u>N</u>	<u>P</u>
<u>Aquarium</u>	<u>C</u>	=	<u>C</u>	=	=	=
<u>Art gallery</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	=	<u>P</u>
<u>Art studio</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	=	<u>P</u>
<u>Automobile rental facility with no on-site storage</u>	<u>P</u>	<u>P</u>	<u>P</u>	=	=	<u>P</u>
<u>Banks and financial institutions without drive-through, excluding non-chartered financial institutions</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	=	<u>P</u>
<u>Bar</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>FF</u>	=	<u>PC</u>
<u>Barber/Beauty shop</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	=	<u>P</u>
<u>Bowling alley</u>	<u>P</u>	<u>P</u>	<u>P</u>	=	=	=
<u>Brewery, ancillary to a bar or restaurant</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	=	<u>P</u>
<u>Bus terminals</u>	=	=	<u>P</u>	=	=	=
<u>Business Support Services</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	=	<u>P</u>
<u>Child care center</u>	<u>C</u>	<u>C</u>	<u>C</u>	=	=	<u>C</u>
<u>Child care, in-home, as an accessory use to the primary residential use of a dwelling</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	=
<u>Cigar Bar or tobacco lounge</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	=	<u>P</u>
<u>Clothing alteration, custom dressmaking or tailor shop</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	=	<u>P</u>
<u>College or university</u>	<u>P</u>	<u>P</u>	<u>P</u>	=	=	<u>P</u>
<u>Commercial sporting complexes</u>	<u>C</u>	=	<u>C</u>	=	=	=
<u>Concert facilities, outdoor</u>	<u>C</u>	=	<u>C</u>	=	=	=
<u>Consignment shops</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	=	<u>P</u>
<u>Convention centers and exhibition halls</u>	<u>C</u>	=	<u>C</u>	=	=	=
<u>Dance studio</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	=	<u>P</u>
<u>Drive-through uses, including restaurants and financial institutions</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	=	=	<u>PC</u>
<u>Dry cleaning and laundry establishment, pick-up and drop-off only</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	=	=
<u>Emergency medical care facility</u>	<u>P</u>	<u>P</u>	<u>P</u>	=	=	<u>P</u>
<u>Employment agencies excluding day labor</u>	<u>P</u>	<u>P</u>	<u>P</u>	=	=	<u>P</u>
<u>Extended stay hotel</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	=	=	=
<u>Farming</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
<u>Gas station (allowed only as an accessory use to a grocery store)</u>	=	<u>C</u>	=	=	=	<u>C</u>
<u>Grocery stores up to 36,000 square feet in floor area</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	=	<u>P</u>
<u>Grocery stores exceeding 36,000 square feet in floor area</u>	=	<u>C</u>	=	=	=	<u>C</u>
<u>Health and exercise center</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>A</u>	=	=
<u>Home Occupations, as an accessory to the primary residential use of a dwelling</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	=
<u>Hospitals</u>	<u>P</u>	<u>P</u>	<u>P</u>	=	=	=
<u>Hotel, excluding extended stay hotel</u>	<u>P</u>	<u>P</u>	<u>P</u>	=	=	<u>P</u>
<u>Ice skating rink, indoor</u>	<u>P</u>	=	<u>P</u>	=	=	=

<u>LAND USE</u>	<u>THE BLVD SUB-DISTRICTS</u>					
	<u>G</u>	<u>V</u>	<u>PA</u>	<u>R</u>	<u>N</u>	<u>P</u>
<u>Indoor commercial recreation/entertainment uses not otherwise listed</u>	<u>P</u>	<u>P</u>	<u>P</u>	=	=	<u>P</u>
<u>Laboratory for bio-science, dental, medical and research & development</u>	<u>P</u>	<u>P</u>	<u>P</u>	=	=	<u>P</u>
<u>Libraries</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Liquor stores</u>	<u>C</u>	<u>C</u>	<u>C</u>	=	=	<u>C</u>
<u>Massage therapy (medical)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	=	<u>P</u>
<u>Massage or day spa</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	=	<u>P</u>
<u>Medical, dental or health offices, clinics and laboratories, excluding plasma centers</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	=	<u>P</u>
<u>Museum and cultural centers</u>	<u>P</u>	<u>P</u>	<u>P</u>	=	=	=
<u>Movie theater, indoor</u>	<u>P</u>	<u>P</u>	<u>P</u>	=	=	=
<u>Music studio</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	=	<u>P</u>
<u>Nail salon</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	=	<u>P</u>
<u>Night Club</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	=	=	=
<u>Outdoor Dining, ancillary to a restaurant</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	=	<u>A</u>
<u>Parking Lot, surface</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>Parking Structure</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	=	<u>A</u>
<u>Pet boarding and day care facility</u>	=	<u>PC</u>	=	=	=	<u>PC</u>
<u>Places of worship</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Pre-schools and similar uses</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C/FF</u>	=	<u>C</u>
<u>Professional offices</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	=	<u>P</u>
<u>Public uses</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Public utility buildings, structures, uses, facilities and equipment</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
<u>Real Estate office</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	=	<u>P</u>
<u>Reception centers</u>	<u>P</u>	<u>P</u>	=	=	=	=
<u>Residential, Multi-Family</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	=	=
<u>Residential, Single-Family Attached</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	=
<u>Residential, Single-Family Detached</u>	=	=	=	<u>PC</u>	<u>PC</u>	=
<u>Resorts</u>	<u>P</u>	<u>P</u>	=	=	=	=
<u>Restaurants, without drive-through</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	=	=
<u>Retail sales of new merchandise within enclosed buildings, up to 50,000 square feet in floor area, excluding liquor stores, discount stores, and grocery stores</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	=	<u>P</u>
<u>Retail sales of new merchandise within enclosed buildings, exceeding 50,000 square feet in floor area, excluding liquor stores, discount stores, and grocery stores.</u>	<u>P</u>	<u>C</u>	<u>C</u>	=	=	<u>C</u>
<u>Roller rink, indoor</u>	=	=	<u>P</u>	=	=	=

<u>LAND USE</u>	<u>THE BLVD SUB-DISTRICTS</u>					
	<u>G</u>	<u>V</u>	<u>PA</u>	<u>R</u>	<u>N</u>	<u>P</u>
<u>Sidewalk Café</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>=</u>	<u>P</u>
<u>Social/private clubs</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>=</u>	<u>P</u>
<u>Specialty retail/sales, indoor (excluding liquor stores, thrift stores and surplus stores)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>=</u>	<u>P</u>
<u>Specialty services</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>=</u>	<u>P</u>
<u>Stadiums</u>	<u>C</u>	<u>=</u>	<u>C</u>	<u>=</u>	<u>=</u>	<u>=</u>
<u>Tanning salon</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>=</u>	<u>P</u>
<u>Theater, excluding movie theaters</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>=</u>	<u>=</u>	<u>P</u>
<u>Ticket and travel agency</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>=</u>	<u>P</u>
<u>Veterinary hospital, offices and clinics, excluding animal boarding</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>=</u>	<u>=</u>	<u>PC</u>
<u>Video arcade or game room</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>=</u>	<u>P</u>
<u>Wine Bar</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>=</u>	<u>P</u>

F. Use-Specific Conditions

Land uses listed in the land use matrix above as Permitted with Conditions are permitted by right only if the conditions listed below for the individual uses are met. Land uses listed as Conditional Uses require City Council approval of a Conditional Use Permit in accordance with Section 108 of this Ordinance. Based on Development Plan review, Staff may add additional conditions of approval deemed necessary to protect the health, safety and public welfare.

1. Bars are allowed in the Gateway, Village, Park Avenue, Residential (first-floor below residential only), and Promenade Sub-Districts; provided, however, that (1) the exterior building wall of a bar shall not be located within one thousand three hundred twenty (1,320) feet of the exterior property lines of a public or private school, or church and (2) closing time for dance floors or other accessory uses to a bar shall coincide with the closing time for the bar.
2. In-home child care is permitted as an accessory use to the primary residential use of a dwelling in the Gateway, Village, Park Avenue, Residential, and Neighborhood Sub-Districts. The in-home child care shall not provide care for five (5) or more children not related to the residents at any point in time.
3. Drive-through uses, including restaurants and financial institutions, are allowed in the Gateway, Village, Park Avenue and Promenade Sub-Districts subject to the following limitations:
 - a. Within the Gateway Sub-District, no stand-alone drive-through uses shall be permitted.
 - b. Within the Park Avenue Sub-District, a maximum of one (1) stand-alone drive-through, limited to a coffee shop only, shall be permitted, set back at least 200 feet east of Avondale Boulevard.

- c. Within the Village Sub-District, a maximum of two (2) stand-alone drive-through uses shall be permitted, limited to one (1) coffee shop and one (1) restaurant, set back at least 200 feet west of Avondale Boulevard.
- d. Within the Promenade Sub-District, there shall be no limitation on the maximum number of drive-through uses permitted.
- e. The limitations set forth in subsections 501(F)(1)(a), (b), and (c) above shall not apply to drive-through uses incorporated into the design of multi-tenant inline shop buildings.
- 4. Extended stay hotels are allowed in the Gateway, Village, and Park Avenue Sub-Districts only pursuant to a Development Agreement approved by the City Council in its sole and absolute discretion.
- 5. Farming is allowed in all Sub-Districts for a period not to exceed five (5) years from the date of rezoning; provided, however, that farming is limited to the cultivation and harvesting of crops and that no agricultural uses which utilize livestock (i.e. dairy farming), plant nurseries, or greenhouses shall be allowed. Farming and agricultural uses legally occurring on the property prior to rezoning to The BLVDD shall not be subject to this provision. After the initial time five (5) year time period has elapsed, such use may only continue under a Conditional Use Permit.
- 6. Gas stations are allowed in the Village and Promenade Sub-Districts subject to approval of a Conditional Use Permit if and only if the gas station is an accessory to a grocery use. A maximum of one (1) such gas station shall be permitted subject to CUP approval in each Sub-District. Any such gas station must front onto Van Buren Street and may not front on Avondale Boulevard or Corporate Drive.
- 7. Grocery stores exceeding 36,000 square feet in floor area are allowed in the Village and Promenade Sub-Districts subject to approval of a Conditional Use Permit, provided they include all of the following components:
 - a. Indoor eateries
 - b. Specialty beverage staff (such as a sommelier or cicerone) and/or a wine and/or craft beer bar
 - c. Juice bar and/or coffee shop
 - d. Specialty food counters, such as imported cheeses, a sushi bar, a salad bar, or similar products
- 8. Home occupations are permitted as an accessory use to the primary residential use of a dwelling in the Gateway, Village, Park Avenue, Residential, and Neighborhood Sub-Districts, subject to the requirements and restrictions listed in Section 203 (G) of this Ordinance.
- 9. Liquor stores are allowed in the Gateway, Village, Park Avenue, and Promenade Sub-Districts subject to approval of a Conditional Use Permit, provided that there are no other liquor stores

located within one thousand three hundred twenty (1,320) feet of another liquor store, measured in a straight line from the nearest property line of each property.

10. Night clubs are allowed in the Gateway, Village, and Park Avenue Sub-Districts; provided, however, that (a) the exterior building wall of a night club shall not be located within one thousand three hundred twenty (1,320) feet of the exterior property lines of a public or private school, or church, (2) closing time for dance floors or other accessory uses to a night club shall coincide with the closing time for the night club and (3) with respect to the Gateway and Village Sub-Districts only, exits and entrances to a night club shall not be located within three hundred (300) feet of a residence, excluding residences on upper floors above ground floor commercial.
11. Pet boarding and day care facilities are allowed in the Village and Promenade Sub-Districts subject to the requirements and restrictions listed in Section 304 of this Ordinance.
12. Public utility buildings, structures, uses, facilities and equipment are permitted in all Sub-Districts subject to the requirements and restrictions listed in Section 304 of this Ordinance.
13. Single-Family attached residences, such as townhomes and condominiums, are allowed in the Gateway, Village, Park Avenue, Residential, and Neighborhood Sub-Districts subject to the following:
 - a. Within the Gateway and Park Avenue Sub-Districts, a minimum density of 22 dwelling units per acre must be provided.
 - b. Within the Village and Residential Sub-Districts, a minimum density of 18 dwelling units per acre must be provided. Within the Residential Sub-District only, densities under 18 dwelling units per acre may be provided if the attached residences are part of a multi-faceted residential development that, as a whole, achieves a minimum density of 18 dwelling units per acre.
 - c. Within the Neighborhood Sub-District, density shall be within a range of four (4) to twelve (12) dwelling units per acre.
 - d. Developments shall provide usable open space in the amount of 15 percent of the net site area. Indoor spaces for use by residents, such as clubhouses, gyms, movie theaters, and the like, shall be considered usable open space.
14. Single-Family detached residences are allowed in the Residential and Neighborhood Sub-Districts subject to the following:
 - a. Within the Residential Sub-Districts, a minimum density of 18 dwelling units per acre must be provided, however, densities under 18 dwelling units per acre may be provided if the detached residences are part of a multi-faceted residential development that, as a whole, achieves a minimum density of 18 dwelling units per acre.
 - b. Within the Neighborhood Sub-District, density shall be within a range of four (4) to twelve (12) dwelling units per acre.

- c. Developments shall provide usable open space in the amount of 15 percent of the net site area. Indoor spaces for use by residents, such as clubhouses, gyms, movie theaters, and the like, shall be considered usable open space.
- 15. Multi-family residences are allowed in the Gateway, Village, Park Avenue, and Residential Sub-Districts subject to the following:
 - a. Within the Gateway and Park Avenue Sub-Districts, a minimum density of 22 dwelling units per acre must be provided.
 - b. Within the Village and Residential Sub-Districts, a minimum density of 18 dwelling units per acre must be provided. Within the Residential Sub-District only, densities under 18 dwelling units per acre may be provided if the multi-family residences are part of a multi-faceted residential development that, as a whole, achieves a minimum density of 18 dwelling units per acre.
 - c. Developments shall provide usable open space in the amount of 15 percent of the net site area. Indoor spaces for use by residents, such as clubhouses, gyms, movie theaters, and the like, shall be considered usable open space.
- 16. Veterinary hospitals, offices and clinics, excluding animal boarding, is allowed in the Gateway, Village, Park Avenue and Promenade Sub-Districts subject to the requirements and restrictions listed in Section 304 of this Ordinance.

G. Development Standards

The following development standards shall apply to all development within The BLVDD:

- 1. Outdoor storage of goods and materials is prohibited.
- 2. Warehousing or indoor storage of goods or material beyond that normally incidental to permitted uses is prohibited.
- 3. Front porches, stoops, balconies, and bay windows may extend into required street setbacks in the Gateway, Village, Park Avenue, Residential and Promenade Sub-Districts.
- 4. The following table outlines the minimum development standards within each Sub-District. Standards in excess of these minimums may be required in accordance with the conditions required of Conditional Use Permits or uses permitted with conditions.

	<u>Gateway</u>	<u>Village</u>	<u>Park Avenue</u>	<u>Residential</u>	<u>Neighborhood</u>	<u>Promenade</u>
<u>Minimum Lot Width</u>	<u>None</u>					
<u>Minimum Lot Depth</u>	<u>None</u>					
<u>Maximum Lot Coverage</u>	<u>None</u>					
<u>Maximum Building Height</u>	<u>10 stories/ 110 feet (a)</u>			<u>6 stories/ 70 feet (b)</u>	<u>2 stories/30 feet</u>	

<u>Minimum Building Setbacks</u>	-				
<i>from Avondale Boulevard</i>	<u>15'</u>		<u>Not Applicable</u>	<u>15'</u>	
<i>from Van Buren Street</i>	<u>Not Applicable</u>	<u>15'</u>	<u>Not Applicable</u>	<u>15'</u>	
<i>from Collector streets</i>	<u>15'</u>				
<i>from Local streets</i>	<u>None</u>			<u>18'</u>	<u>None</u>
<i>from side property line</i>	<u>None</u>		<u>0 feet (c)</u>	<u>5 feet (d)</u>	<u>None</u>
<i>from rear property line</i>	<u>None</u>		<u>None (e)</u>	<u>15'</u>	<u>None</u>
<i>from adjacent non-BLVD single-family residential property lines</i>	<u>Not Applicable</u>	<u>30'</u>		<u>15' (f)</u>	<u>30'</u>
<u>Minimum Parking Setbacks</u>	-				
<i>from Avondale Boulevard</i>	<u>40'</u>		<u>Not Applicable</u>	<u>40'</u>	
<i>from Van Buren Street</i>	<u>Not Applicable</u>	<u>30'</u>	<u>Not Applicable</u>	<u>30'</u>	
<i>from Collector streets</i>	<u>30'</u>				
<i>from Local streets</i>	<u>15'</u>				
<u>Maximum Building Setbacks</u>	-				
<i>from Avondale Boulevard</i>	<u>40'</u>		<u>Not Applicable</u>	<u>40'</u>	
<i>from Van Buren Street</i>	<u>Not Applicable</u>	<u>30'</u>	<u>Not Applicable</u>	<u>30'</u>	
<i>from Collector streets</i>	<u>20'</u>				
<i>from Local streets</i>	<u>None</u>	<u>15'</u>	<u>None</u>		
<u>Minimum percentage of linear site frontage with buildings located at or inside of maximum setback:</u>	-				
<i>Avondale Boulevard frontage</i>	<u>50%</u>	<u>60%</u>	<u>70%</u>	<u>Not Applicable</u>	<u>None</u>
<i>Van Buren Street frontage</i>	<u>Not Applicable</u>	<u>30%</u>	<u>35%</u>	<u>Not Applicable</u>	<u>None</u>
<i>Collector street frontage</i>	<u>50%</u>	<u>60%</u>	<u>70%</u>		<u>None</u>
<i>Local street frontage</i>	<u>None</u>		<u>70%</u>	<u>None</u>	
<u>Minimum Usable Open Space (Residential), percent of net site area</u>	<u>15%</u>				<u>Not Applicable</u>
<u>Minimum Plaza/Gathering/Outdoor Dining Area (Non-</u>	<u>10%</u>	<u>15%</u>	<u>Not Applicable</u>		<u>5%</u>

<u>Residential), percent of net site area</u>		
<u>(a) 11 to 16 stores (maximum 170 feet) may be permitted by the City Council through the Development Plan approval process</u>		
<u>(b) Height may not exceed 3 stories or 40' within 300 feet of single-family residential property located outside of the BSP boundary</u>		
<u>(c) A 5' side setback is required for detached single-family residential product types</u>	-	-
<u>(d) 0' side setback is permitted for attached single-family residential product types</u>	-	-
<u>(e) A 15' rear setback is required for detached single-family residential product types</u>	-	-
<u>(f) A minimum 30' rear setback is for attached single-family residential product types</u>	-	-

H. Design

1. All developments shall comply with the Development Form Design Guidelines listed in Section 2.1 of The BSP. Any design issues not addressed in The BSP or in this Zoning Ordinance shall be subject to the design guidelines listed in the Single Family Residential Design Manual, Multi-Family Residential Design Manual, or Commercial and Industrial Design Manual, whichever Manual applies to the type of use proposed. While specific architectural themes, color palettes, and material palettes are not dictated by The BSP or this Zoning Ordinance, individual buildings shall feature contemporary design and be designed to complement, but not match, other buildings within The BLVD area.
2. All developments shall comply with the applicable street sections within The BSP (Figures 2-1 through 2-8, inclusive).
3. Exceptions and departures to the Design Form guidelines (The BSP Section 2.1) or street sections (The BSP Figures 2-1 through 2-8, inclusive) within a Development Plan may be forwarded to the Planning Commission for review and recommendation, and approved by the City Council, which approval may be granted only if the City Council finds in its sole and absolute discretion, that the project still achieves the overall intent, objectives, and guidelines of The BSP and the project design meets the basic requirements for traffic circulation, pedestrian orientation, shade, and design continuity.

I. Parking

Parking for each land use shall be provided by a combination of on-street parking, off-street surface parking and parking structures. The amount of required parking, parking dimensions, and other parking lot design requirements shall be governed by Section 8 of this Ordinance, except that:

1. The amount of required parking may be reduced by up to fifty (50) percent where it can be determined that the peak requirements of the several occupancies occur at different times and where a shared parking operations plan, approved by the Zoning Administrator or designee, shows that this reduction in parking will not cause conflicts among nearby uses. Such a shared parking analysis may be based on:
 - a. Intermittent non-conflicting uses. When required parking reductions are predicted as a result of sharing between intermittent uses with non-conflicting parking demands (e.g. a nightclub and a bank), then the reduction can be considered.

- b. Parking occupancy rates. When the parking reduction has been shown to be feasible by using the demand calculations as determined by an analysis of typical local parking demand.
 - c. Existing parking surveys. When a study of existing parking shows parking occupancy rates of morning, afternoon and evening peaks on all seven (7) days of the week. The seven (7) days of observation may take place over the span of two (2) consecutive, typical weeks. A combination of similar circumstances may be necessary to cover all the proposed land uses. The approximate square footages of the various land uses of the specimen projects shall be compared to the proposed project to allow the ratios of uses to be rated accordingly.
2. On-street parking and/or City-owned and operated off-street surface parking lots and/or parking structures counted towards the required parking must be located within four hundred (400) feet of the use, measured from the exterior wall of the use to the closest perimeter of the on-street parking, surface parking, or parking structure.

J. Necessary Amendments

In the event that any of the provisions of The BSP referred to herein are amended, the Zoning Administrator shall concurrently give notice of and process an amendment to this Section 5, in accordance with the procedures outlined in Section 109 of this Zoning Ordinance.

K. City Center District

The City Center District (CCD) and the City Center Specific Plan (CCSP) were the precursors to The BLVDD and The BSP, respectively. Until all property owners within The BLVD Opt-In to The BLVDD District in accordance with the procedures outlined in 501.D.2 of this Ordinance, the CCD regulations must be maintained. No new rezonings to CCD shall be considered. At such time that there are no properties zoned CCD, this Subsection K will be deleted from the Ordinance in accordance with the procedures outlined in Section 109 of this Zoning Ordinance.

1. Purpose

The Avondale City Center Specific Plan, as amended (the “CCSP”) was created to implement the City Council’s vision of creating a high-density, mixed use environment that will become a premier destination for shopping, dining, entertainment, employment and various types of residential uses for the area of Avondale located between the Avondale Civic Center and Interstate Highway 10, commonly referred to as the City Center. The City Center Zoning District (the “CCD”) is intended to complete the vision expressed in the CCSP by prescribing building form, site design and architectural standards for the City Center. The CCD consists of two (2) components approved by the City Council: (A) a legislatively approved base zone, the boundaries of which are consistent with Figure 3-1 of the CCSP, containing the basic performance standards and regulations for the respective Sub-Districts shown on Figure 3-1 of the CCSP and (B) an administratively approved (by the City Council), individualized Development Plan that selects the land uses from those allowed in the base zone sub districts and organizes such uses into a form-based Development Plan specific to a site. Accordingly, the Sub-District categories set forth in Section 501.K.3 below are intended to directly relate to

and implement the provisions set forth in Section 3.2 of the CCSP for the corresponding Sub-District category. The CCD is intended to be flexible to allow for a parcel of land to be entitled in a single step by combining the Development Plan with the base zone approval, much like a typical PAD rezoning, or to allow for the base zone to precede the Development Plan.

2. Applicability

- a. Only properties within the City Center boundary will be permitted to rezone to the CCD
- b. The development regulations related to each Sub-District and the boundaries thereof shall correspond to the descriptions of the Land Use Categories of the same name in Section 3.2 of the CCSP and the boundaries and locations of the Land Use Categories as shown on Figure 3-1 of the CCSP.

3. Sub-Districts

The CCD is divided into six (6) Sub-Districts. Properties within each Sub-District shall comply with the Land Uses and Development Standards set forth in this Section in accordance with the standards in the CCSP for each such Sub-District. The six (6) Sub-Districts are described below:

a. Gateway Employment.

The Gateway Employment (GE) Sub-District is designed to place primary land uses close to the freeway, to maximize opportunities for business exposure to the freeway and to ensure that residential uses are not located within six hundred (600) feet of freeway traffic. Primary uses in Gateway Employment Sub-District include retail, office, and hotel. In this Sub-District, residential, industrial, manufacturing, and warehouse uses are not permitted. Uses may be served by surface and/or structured parking. Building heights shall not exceed ten (10) stories. However, a building may be built up to sixteen (16) stories with City Council approval as part of the Development Plan process. A variety of Mid-rise and high-rise office, pedestrian-oriented retail, large floor plate uses and big box uses are permitted in the Gateway Employment Sub-District, subject to an appropriate Development Plan.

b. Employment Mixed-Use.

The Employment Mixed-Use (EMU) Sub-District is designed to emphasize employment uses, including retail, professional office, hotel, and personal service uses. Residential units may be built on upper floors throughout the Employment Mixed-Use Sub-District if built in conjunction with employment uses; provided, however, that residential units fronting on and/or adjacent to Park Avenue or 117th Avenue may be built on the ground floor. The minimum ratio is one (1) square foot of employment use for every two (2) square feet of residential development, except for those properties fronting Park Avenue or 117th Avenue south of Corporate Drive, which may be exclusively residential. The mix of uses may be provided horizontally or vertically, and may be distributed across multiple properties, subject to Development Plan approval. Residential units may be incorporated throughout the first floor when it can be shown that such units support and heighten the purpose of the district.

The Employment Mixed-Use Sub-District is intended to include mid-rise and high-rise buildings of three (3) to ten (10) stories, predominantly served by structured parking. For a development project east of Avondale Boulevard, containing multiple buildings, the minimum average height shall be two (2) stories and the minimum floor area ratio shall be 0.5 at build out of all uses approved as part of the Development Plan, provided that the target floor area ratio should be 0.75 – 1.0. For a development project west of Avondale Boulevard containing multiple buildings, the average height shall be two (2) stories measured across multiple properties within a Development Plan, and the minimum floor area ratio shall be 0.25 at build out of all uses approved as part of the Development Plan, unless otherwise approved by the City Council. Building heights shall not exceed ten (10) stories. However, a building may be built up to sixteen (16) stories along Avondale Boulevard north of Van Buren Street with City Council approval as part of the Development Plan process.

c. Pedestrian Retail.

The Pedestrian Retail (PR) Sub-District includes all properties with frontage along pedestrian retail streets, as shown on Figure 3-1 of the CCSP. The land uses on the ground floor of buildings in the Pedestrian Retail Sub-District shall be restricted to those types of active uses that create a lively street environment. Professional offices and residential uses are not permitted in these ground floor locations, but are permitted on upper floors; provided, however, that residential uses fronting Park Avenue are permitted on the ground floor.

The form of development shall be compact building footprints, with small street setbacks and wide sidewalks designed to facilitate pedestrian activity. Buildings with first floor restaurants shall include outdoor seating areas that do not conflict with pedestrian areas. For a development project containing multiple buildings, the minimum average height shall be two (2) stories and the minimum floor area ratio shall be 0.5 at build out of all uses approved as part of the Development Plan, provided that the target floor area ratio should be 0.75 – 1.0

d. Neighborhood Commercial.

The Neighborhood Commercial (NC) Sub-District is designed to allow for a suburban-type of development on the fringe of the City Center area, while still contributing to the intent of the look and feel of the City Center. Buildings along arterial streets shall conform to specific setbacks to provide the intended streetscape for the City Center area, while buildings at the interior of a site may have larger street setbacks. Uses allowed in the Neighborhood Commercial Sub-District are retail, restaurant, office, and personal service. Residential is appropriate on upper floors of multi-story buildings and may be approved as part of a development project containing multiple buildings.

e. Residential Mixed-Use.

The Residential Mixed-Use (RMU) Sub-District is designed to provide a transition between the Employment Mixed Use areas and residential neighborhoods. While residential is the primary land use, small office, retail, and personal service uses may be located on the ground floor of multi-story buildings. Non-residential uses such as small office buildings or

boutique hotels may be permitted. Such non-residential uses shall be compatible in scale with nearby residential development and shall not adversely impact the quiet enjoyment of residential uses. Parking shall be located underneath or behind the units. Residential uses shall be developed at a minimum of fifteen (15) units per acre, and a maximum of forty-five (45) units per acre. Building heights shall range from two (2) to five (5) stories.

f. Townhouse Residential.

The Townhouse Residential (TR) Sub-District is designed to provide a transition between the Residential Mixed-Use Sub-District and neighboring Single-Family Residential development. Townhouse residential units shall be attached units with separate individual entrances fronting a public street and private open space attached to the individual unit in the form of patios or balconies. Parking shall be either attached or located on the same lot. Townhouse residential development may include interlocking units but may not include buildings with common stairways serving multiple units. The minimum density shall be twelve (12) units per acre and the maximum density shall not exceed twenty (20) units per acre. Building heights are two (2) to three (3) stories.

4. Administration.

a. Establishment.

CCD base zoning may be established on property within the City Center according to the procedures outlined in Section 110 of this Zoning Ordinance. In addition to the approved CCD base zoning, a City Council-approved Development Plan is required prior to any application for a development permit within the City Center area.

1. Development Plans may be filed for all or part of the property zoned or to be zoned CCD. Development Plans shall be submitted in accordance with Section 106, Site Plan and Design Review; provided, however that the Planning Commission shall review, and City Council shall review and approve, all Development Plans for properties zoned CCD.
2. The ordinance approving the rezoning of a property to CCD shall indicate, both by narrative text and a map, the location and boundaries of the Sub-Districts that are included in the area to be rezoned.

b. Amendment.

The Zoning Administrator or designee shall determine whether a proposed amendment to an approved Development Plan is a Major or Minor Amendment. Major Amendments shall require City Council approval with a recommendation of the Planning Commission. Minor Amendments shall require administrative approval by the Zoning Administrator or designee only.

1. Major Amendment: Any one (1) of the following shall be considered a Major Amendment of a Development Plan:

- i. A significant change in boundary lines of the development. Minor and technical adjustments to the boundary lines within the Development Plan are permitted without a Major Amendment so long as (i) the adjustments do not divide zoning Sub-Districts, (ii) the area affected by the boundary change does not exceed fifteen (15) percent of the total area subject to the Development Plan, (iii) the adjustments do not significantly alter the traffic or pedestrian circulation system for the Development Plan and (iv) in the reasonable opinion of the Zoning Administrator, the overall character of the Development Plan, if modified, will remain in substantial conformance with the CCSP and the Development Plan as originally approved. Any expansion or relocation of a boundary line not within the scope of this exception shall be considered a major amendment of the Development Plan. Such boundary line changes may also require an amendment to the CCSP prior to any City Council consideration of the change to the Development Plan.
 - ii. Any change that could have significant negative impact on uses adjoining the development.
 - iii. Any change that could have a significant impact on roadways adjacent or external to the development.
 - iv. Any change that could have a significant negative impact on the amount of parking required or provided by the development.
 - v. Any change to a phasing plan that could have a significant negative impact on adjacent or surrounding developments.
2. Minor Amendment: All amendments to a Development Plan not determined by the Zoning Administrator to be Major Amendments according to the criteria set forth in subsection (a) above shall be Minor Amendments.

5. Land Uses

Land uses for each Sub-District shall comply with the Land Use Matrix set forth below. Uses not listed as a permitted, permitted with conditions, or conditional use shall be prohibited from the applicable zoning district. In the event a particular use is not listed in this Section and such use is not otherwise prohibited by law, the Zoning Administrator or designee shall determine whether such use is analogous to other listed uses; the determination shall be made pursuant to Section 105 of this Ordinance.

P = Permitted

C = Conditional Use

PC = Permitted with Conditions

FF = First Floor Only

A = Accessory

- = Not Allowed

<u>LAND USE</u>	<u>CITY CENTER SUB-DISTRICTS</u>					
	<u>GE</u>	<u>EMU</u>	<u>PR</u>	<u>NC</u>	<u>RMU</u>	<u>TR</u>
<u>Amusement parks, outdoor</u>	<u>C</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Antique Store</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Aquarium</u>	<u>C</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

<u>LAND USE</u>	<u>CITY CENTER SUB-DISTRICTS</u>					
	<u>GE</u>	<u>EMU</u>	<u>PR</u>	<u>NC</u>	<u>RMU</u>	<u>TR</u>
<u>Art gallery</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Art studio</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Automobile rental facility with no on-site storage</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Banks and financial institutions without drive-through, excluding non-chartered financial institutions</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Bar</u>	<u>PC</u>	<u>PC</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Barber/Beauty shop</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Bingo Hall</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Bowling alley</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Brewery, ancillary to a bar or restaurant</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Bus terminals</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Business Support Services</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Business, technical, or vocational school</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>
<u>Caretakers quarters</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>-</u>	<u>-</u>
<u>Child care center</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Cigar Bar or tobacco lounge</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Clothing alteration, custom dressmaking or tailor shop</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>College or university</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>PC</u>	<u>PC</u>
<u>Commercial sporting complexes</u>	<u>C</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Concert facilities, outdoor</u>	<u>C</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Consignment shops</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>
<u>Convention centers and exhibition halls</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Dance studio</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Drive-through uses, including restaurants and financial institutions</u>	<u>P</u>	<u>PC</u>	<u>-</u>	<u>P</u>	<u>-</u>	<u>-</u>
<u>Dry cleaning and laundry establishment, pick-up and drop-off only</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Emergency medical care facility</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Employment agencies excluding day labor</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Extended stay hotel</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>-</u>	<u>-</u>
<u>Farming</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
<u>Funeral Home</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Gas station (allowed only as an accessory use to a grocery store)</u>	<u>-</u>	<u>PC</u>	<u>-</u>	<u>PC</u>	<u>-</u>	<u>-</u>
<u>Grocery stores up to 36,000 square feet in floor area</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Grocery stores exceeding 36,000 square feet in floor area</u>	<u>C</u>	<u>C</u>	<u>-</u>	<u>C</u>	<u>C</u>	<u>-</u>
<u>Health and exercise center</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Hospitals</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Hotel, excluding extended stay hotel</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>PC</u>	<u>PC</u>
<u>Ice skating rink, indoor</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Indoor commercial recreation/entertainment uses not otherwise listed</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>

<u>LAND USE</u>	<u>CITY CENTER SUB-DISTRICTS</u>					
	<u>GE</u>	<u>EMU</u>	<u>PR</u>	<u>NC</u>	<u>RMU</u>	<u>TR</u>
<u>Laboratory for bio-science, dental, medical and research & development</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>
<u>Libraries</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Liquor stores</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>-</u>	<u>-</u>
<u>Massage therapy (medical)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Massage or day spa</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Medical, dental or health offices, clinics and laboratories, excluding plasma centers</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>PC</u>	<u>-</u>
<u>Museum and cultural centers</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Movie theater, indoor</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>
<u>Music studio</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Nail salon</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Night Club</u>	<u>PC</u>	<u>PC</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Outdoor Dining, ancillary to a restaurant</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>-</u>
<u>Parking Lot, surface</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>Parking Structure</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>Pet boarding and day care facility</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>-</u>	<u>-</u>
<u>Places of worship</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Pre-schools and similar uses</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Professional offices</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>PC</u>	<u>-</u>
<u>Public uses</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Public utility buildings, structures, uses, facilities and equipment</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
<u>Real Estate office</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Reception centers</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Residential</u>	<u>-</u>	<u>PC</u>	<u>PC</u>	<u>-</u>	<u>P</u>	<u>P</u>
<u>Resorts</u>	<u>P</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Restaurants, without drive-through</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Retail sales of new merchandise within enclosed buildings, up to 50,000 square feet in floor area, excluding liquor stores, discount stores, and grocery stores</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Retail sales of new merchandise within enclosed buildings, exceeding 50,000 square feet in floor area, excluding liquor stores, discount stores, and grocery stores.</u>						
<u>Roller rink, indoor</u>	<u>P</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Sidewalk Café</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Social/private clubs</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>
<u>Specialty retail, indoor, excluding liquor stores</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>-</u>

<u>LAND USE</u>	<u>CITY CENTER SUB-DISTRICTS</u>					
	<u>GE</u>	<u>EMU</u>	<u>PR</u>	<u>NC</u>	<u>RMU</u>	<u>TR</u>
<u>Specialty sales (e.g. used books or used records, excluding thrift stores and surplus stores)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>=</u>
<u>Specialty services</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>=</u>
<u>Stadiums</u>	<u>C</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>
<u>Swimming club, outdoor</u>	<u>C</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>
<u>Tanning salon</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>=</u>
<u>Telecommunication Tower</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>
<u>Theater, excluding movie theaters</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>=</u>	<u>=</u>
<u>Ticket and travel agency</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>=</u>
<u>Veterinary hospital, offices and clinics, excluding animal boarding</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>=</u>	<u>=</u>
<u>Video arcade or game room</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>=</u>
<u>Wine Bar</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>FF</u>	<u>=</u>
<u>Zoo</u>	<u>C</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>

6. Land uses listed in the land use matrix above as Permitted with Conditions are permitted by right only if the conditions listed below for the individual uses are met. Based on Development Plan review, staff may add additional conditions of approval deemed necessary to protect the health, safety and public welfare.
1. A college or university is allowed in all CCD Sub-Districts provided that, in RMU and TR Sub-Districts, colleges and universities shall only be permitted if the buildings (1) are in scale with nearby residential development and (2) do not adversely impact current or future residential uses.
 2. Drive-through uses, including restaurants and financial institutions, are allowed in GE, NC and EMU Sub-Districts. However, in EMU Sub-Districts, drive-through uses are subject to the following limitations:
 - a. East of Avondale Boulevard, a maximum of one (1) stand-alone drive-through coffee shop use shall be permitted, set back at least 200 feet east of Avondale Boulevard.
 - b. West of Avondale Boulevard, a maximum of two (2) stand-alone drive-through uses shall be permitted, limited to one (1) coffee shop and one (1) restaurant, set back at least 200 feet of Avondale Boulevard and within a Development Plan of 30 acres or more.
 - c. The limitations set forth in subsections 501(K)(7)(b)(1) and (2) above shall not apply to drive-through uses incorporated into the design of multi-tenant inline shop buildings.
 3. A hotel, other than an extended stay hotel, is allowed in all CCD Sub-Districts; provided, however, that in RMU and TR, hotels shall be limited to a maximum of fifty (50) rooms and shall be constructed so that the buildings are in scale with nearby residential development and do not adversely impact current or future residential uses. An extended stay hotel is

allowed in all CCD Sub-Districts only pursuant to a Development Agreement approved by the City Council in its sole and absolute discretion.

4. Medical, dental or health offices, clinics and laboratories, excluding plasma centers, are allowed in the RMU Sub-District; provided, however, that unless located entirely on the first floor of a mixed use building, medical office buildings shall be constructed so that the buildings are in scale with nearby residential development and do not adversely impact current or future residential uses.
5. A professional office is allowed in the RMU Sub-District; provided, however, that unless located entirely on the first floor of a mixed use building, professional office buildings shall be constructed so that the buildings are in scale with nearby residential development and do not adversely impact current or future residential uses.
6. Bars are allowed in the GE and EMU Sub-Districts; provided, however, that (1) the exterior building wall of a bar shall not be located within one thousand three hundred twenty (1,320) feet of the exterior property lines of a public or private school, church, other bar or night club, (2) closing time for dance floors or other accessory uses to a bar shall coincide with the closing time for the bar and (3) with respect to GE Sub-Districts only, exits and entrances to a bar shall not be located within three hundred (300) feet of a residential district.
7. Night clubs are allowed in the GE and EMU Sub-Districts; provided, however, that (a) the exterior building wall of a night club shall not be located within one thousand three hundred twenty (1,320) feet of the exterior property lines of a public or private school, church, bar or other night club, (2) closing time for dance floors or other accessory uses to a night club shall coincide with the closing time for the night club and (3) with respect to GE Sub-Districts only, exits and entrances to a night club shall not be located within three hundred (300) feet of a residential district.
8. Residential Uses are allowed in EMU and PR Sub-Districts as part of a mixed-use development that provides a minimum ratio of one (1) square foot of employment use for every two (2) square feet of residential use; provided, however, that, except for residential uses fronting on and/or adjacent to Park Avenue and 117th Avenue south of Corporate Drive, such residential uses are only permitted on the upper floors. Construction of horizontally-integrated mixed use development does not need to occur in a single phase; vertically-integrated mixed use development must be completed in a single phase.
9. Farming is allowed in all CCD Sub-Districts for a period not to exceed five (5) years from the date of rezoning; provided, however, that farming is limited to the cultivation and harvesting of crops and that no agricultural uses which utilize livestock (i.e. dairy farming), plant nurseries, or greenhouses shall be allowed. Farming and agricultural uses legally occurring on the property prior to rezoning to CCD shall not be subject to this provision. After the initial time five (5) year time period has elapsed, such use may only continue under a Conditional Use Permit.
10. Gas stations are permitted by a Conditional Use Permit in the EMU Sub-District west of Avondale Boulevard where they are an accessory to a grocery use; provided, however, that

such gas stations must front onto Van Buren Street and may not front on Avondale Boulevard or Corporate Drive.

11. Grocery stores exceeding 36,000 square feet in floor area are permitted by a conditional use permit in the GE, EMU, NC, and RMU Sub-Districts, provided they include all of the following components:
 - a. Indoor eateries
 - b. Specialty beverage staff (such as a sommelier or cicerone) and/or a wine and/or craft beer bar
 - c. Juice bar and/or coffee shop
 - d. Specialty food counters, such as imported cheeses, a sushi bar, a salad bar, or similar products
7. Development Guidelines
 1. Properties within the Gateway Employment, Employment Mixed-Use, Residential Mixed-Use, and Townhouse Residential Sub-Districts shall comply with the Development Guidelines as listed in Table 5-1 of the CCSP. The Pedestrian Retail Sub-District shall comply with the Development Guidelines as listed for the Employment Mixed-Use Sub-District, except to the extent such guidelines are determined by the Zoning Administrator to be inapplicable.
 2. Properties within the Neighborhood Commercial Sub-District shall comply with the Development Guidelines listed for the Gateway Employment Sub-District, except as follows: (1) maximum building height: five (5) stories; (2) setbacks on Van Buren Street: minimum twenty (20) feet to buildings, thirty (30) feet to parking (maximum forty (40) feet); and (3) setbacks on Avondale Boulevard: minimum thirty (30) feet to building, forty (40) feet to parking (maximum sixty (60) feet).
 3. Properties within the EMU Sub-District west of Avondale Boulevard shall comply with the development guidelines listed in table 5-1 of the CCSP; however, exceptions and departures to the development guidelines within a development plan may be forwarded to the Planning Commission for review and recommendation, and approved by City Council, which approval may be granted only if the City Council finds, in its sole and absolute discretion, that the project still achieves the overall intent, objectives, and guidelines of the CCSP, provides equal or greater design quality and public benefits than would be achieved under the guidelines, and does not cause greater adverse impact on adjoining properties.
8. Design Guidelines
 - a. Unless specifically modified herein, all CCD developments shall comply with the Design Guidelines listed in Section 5.4 of the CCSP and the Streetscape Design Guidelines listed in Section 4.2 of the CCSP. Any design issues not addressed in the CCSP or in this Zoning Ordinance shall be subject to the design guidelines listed in the Commercial/Industrial/Multi-Family Design Manual. While specific architectural themes,

color palettes, and material palettes are not dictated by the CCSP or this Zoning Ordinance, individual buildings shall be designed to complement other buildings within a block or Sub-District.

- b. Properties within the EMU Sub-District west of Avondale Boulevard shall comply with the Design Guidelines listed in Sections 4.2 and 5.4 of the CCSP; however, exceptions and departures to the Design Guidelines within a Development Plan may be forwarded to the Planning Commission for review and recommendation, and approved by the City Council, which approval may be granted only if the City Council finds in its sole and absolute discretion, that the project still achieves the overall intent, objectives, and guidelines of the CCSP and the project design meets the basic requirements for traffic circulation, pedestrian orientation, shade, and design continuity.

9. Parking

Parking for each land use shall be provided by a combination of on-street parking, off-street surface parking and parking structures based on the following:

1. A parking demand analysis prepared by a qualified parking or traffic consultant, a licensed architect, or civil engineer shall be submitted with each Development Plan. The parking demand analysis, as approved by the Zoning Administrator or designee, shall determine the number of parking spaces required for each use within the Development Plan.
2. The parking demand analysis shall analyze the needs of every proposed use in the Development Plan, using the Required Parking Schedule in Section 8 of the Zoning Ordinance as a starting point.
 - a. Provided parking shall not exceed the one hundred ten (110) percent of the number listed in the Parking Schedule.
 - b. Provided parking for a single use may be up to twenty (20) percent less than the amount required by the Parking Schedule based on the parking analysis.
3. The amount of required parking may be reduced by up to fifty (50) percent where it can be determined that the peak requirements of the several occupancies occur at different times and where a shared parking operations plan, approved by the Zoning Administrator or designee, shows that this reduction in parking will not cause conflicts among nearby uses. Such a shared parking analysis may be based on:
 - a. Intermittent non-conflicting uses. When required parking reductions are predicted as a result of sharing between intermittent uses with non-conflicting parking demands (e.g. a nightclub and a bank), then the reduction can be considered.
 - b. Parking occupancy rates. When the parking reduction has been shown to be feasible by using the demand calculations as determined by an analysis of typical local parking demand.
 - c. Existing parking surveys. When a study of existing parking shows parking occupancy rates of morning, afternoon and evening peaks on all seven (7) days of the week. The

seven (7) days of observation may take place over the span of two (2) consecutive, typical weeks. A combination of similar circumstances may be necessary to cover all the proposed land uses. The approximate square footages of the various land uses of the specimen projects shall be compared to the proposed project to allow the ratios of uses to be rated accordingly.

4. Off-street surface parking and parking structures counted towards the required parking shall be within four hundred (400) feet of the use, measured from the exterior wall of the use to the closest perimeter of the surface parking or parking structure.
5. On-street parking counted towards the required parking shall be adjacent to the property for which the parking is intended.
6. The EMU Sub-District west of Avondale Boulevard may include reduced parking space dimensions with a minimum size of nine and one-half (9.5) x eighteen (18) feet; additionally, a two (2) foot overhang may be counted towards the minimum parking space dimension if the overhang occurs over a landscape area with a depth of at least six (6) feet and if the overhang does not occur over a pedestrian sidewalk.

10. Necessary Amendments

In the event that any of the provisions of the CCSP referred to herein are amended, the Zoning Administrator shall concurrently give notice of and process an amendment to this Section 5, in accordance with the procedures outlined in Section 109 of this Zoning Ordinance.

501—City Center District

A.—Purpose

~~The Avondale City Center Specific Plan, as amended (the “CCSP”) was created to implement the City Council’s vision of creating a high density, mixed-use environment that will become a premier destination for shopping, dining, entertainment, employment and various types of residential uses for the area of Avondale located between the Avondale Civic Center and Interstate Highway 10, commonly referred to as the City Center. The City Center Zoning District (the “CCD”) is intended to complete the vision expressed in the CCSP by prescribing building form, site design and architectural standards for the City Center. The CCD consists of two (2) components approved by the City Council: (A) a legislatively approved base zone, the boundaries of which are consistent with Figure 3-1 of the CCSP, containing the basic performance standards and regulations for the respective Sub-Districts shown on Figure 3-1 of the CCSP and (B) an administratively approved (by the City Council), individualized Development Plan that selects the land uses from those allowed in the base zone sub-districts and organizes such uses into a form-based Development Plan specific to a site. Accordingly, the Sub-District categories set forth in Section 503 below are intended to directly relate to and implement the provisions set forth in Section 3.2 of the CCSP for the corresponding Sub-District category. The CCD is intended to be flexible to allow for a parcel of land to be entitled in a single step by combining the Development Plan with the base zone approval, much like a typical PAD rezoning, or to allow for the base zone to precede the Development Plan.~~

~~B. Applicability~~

- ~~2. Only properties within the City Center boundary will be permitted to rezone to the CCD.~~
- ~~3. The development regulations related to each Sub-District and the boundaries thereof shall correspond to the descriptions of the Land Use Categories of the same name in Section 3.2 of the CCSP and the boundaries and locations of the Land Use Categories as shown on Figure 3-4 of the CCSP.~~

~~C. Sub-Districts~~

~~The CCD is divided into six (6) Sub-Districts. Properties within each Sub-District shall comply with the Land Uses and Development Standards set forth in this Section in accordance with the standards in the CCSP for each such Sub-District. The six (6) Sub-Districts are described below:~~

~~11. Gateway Employment.~~

~~The Gateway Employment (GE) Sub-District is designed to place primary land uses close to the freeway, to maximize opportunities for business exposure to the freeway and to ensure that residential uses are not located within six hundred (600) feet of freeway traffic. Primary uses in Gateway Employment Sub-District include retail, office, and hotel. In this Sub-District, residential, industrial, manufacturing, and warehouse uses are not permitted. Uses may be served by surface and/or structured parking. Building heights shall not exceed ten (10) stories. However, a building may be built up to sixteen (16) stories with City Council approval as part of the Development Plan process. A variety of Mid-rise and high-rise office, pedestrian-oriented retail, large floor plate uses and big box uses are permitted in the Gateway Employment Sub-District, subject to an appropriate Development Plan.~~

~~12. Employment Mixed Use.~~

~~The Employment Mixed Use (EMU) Sub-District is designed to emphasize employment uses, including retail, professional office, hotel, and personal service uses. Residential units may be built on upper floors throughout the Employment Mixed Use Sub-District if built in conjunction with employment uses; provided, however, that residential units fronting on Park Avenue may be built on the ground floor. The minimum ratio is one (1) square foot of employment use for every two (2) square feet of residential development, except for those properties fronting Park Avenue which may be exclusively residential. The mix of uses may be provided horizontally or vertically, and may be distributed across multiple properties, subject to Development Plan approval. Residential units may be incorporated throughout the first floor when it can be shown that such units support and heighten the purpose of the district.~~

~~The Employment Mixed Use Sub-District is intended to include mid-rise and high-rise buildings of three (3) to ten (10) stories, predominantly served by structured parking. For a development project containing multiple buildings, the minimum average height shall be two (2) stories and the minimum floor area ratio shall be 0.5 at build out of all uses approved as part of the Development Plan, provided that the target floor area ratio should be 0.75–1.0. Building heights shall not exceed ten (10) stories. However, a building may be built up to~~

~~sixteen (16) stories along Avondale Boulevard north of Van Buren Street with City Council approval as part of the Development Plan process.~~

~~13.—Pedestrian Retail:~~

~~The Pedestrian Retail (PR) Sub-District includes all properties with frontage along pedestrian retail streets, as shown on Figure 3-1 of the CCSP. The land uses on the ground floor of buildings in the Pedestrian Retail Sub-District shall be restricted to those types of active uses that create a lively street environment. Professional offices and residential uses are not permitted in these ground floor locations, but are permitted on upper floors; provided, however, that residential uses fronting Park Avenue are permitted on the ground floor.~~

~~The form of development shall be compact building footprints, with small street setbacks and wide sidewalks designed to facilitate pedestrian activity. Buildings with first floor restaurants shall include outdoor seating areas that do not conflict with pedestrian areas. For a development project containing multiple buildings, the minimum average height shall be two (2) stories and the minimum floor area ratio shall be 0.5 at build out of all uses approved as part of the Development Plan, provided that the target floor area ratio should be 0.75—1.0.~~

~~14.—Neighborhood Commercial:~~

~~The Neighborhood Commercial (NC) Sub-District is designed to allow for a suburban type of development on the fringe of the City Center area, while still contributing to the intent of the look and feel of the City Center. Buildings along arterial streets shall conform to specific setbacks to provide the intended streetscape for the City Center area, while buildings at the interior of a site may have larger street setbacks. Uses allowed in the Neighborhood Commercial Sub-District are retail, restaurant, office, and personal service. Residential is appropriate on upper floors of multi-story buildings and may be approved as part of a development project containing multiple buildings.~~

~~15.—Residential Mixed Use:~~

~~The Residential Mixed Use (RMU) Sub-District is designed to provide a transition between the Employment Mixed Use areas and residential neighborhoods. While residential is the primary land use, small office, retail, and personal service uses may be located on the ground floor of multi-story buildings. Non-residential uses such as small office buildings or boutique hotels may be permitted. Such non-residential uses shall be compatible in scale with nearby residential development and shall not adversely impact the quiet enjoyment of residential uses. Parking shall be located underneath or behind the units. Residential uses shall be developed at a minimum of fifteen (15) units per acre, and a maximum of forty-five (45) units per acre. Building heights shall range from two (2) to five (5) stories.~~

~~16.—Townhouse Residential:~~

~~The Townhouse Residential (TR) Sub-District is designed to provide a transition between the Residential Mixed Use Sub-District and neighboring Single Family Residential development. Townhouse residential units shall be attached units with separate individual entrances fronting a public street and private open space attached to the individual unit in the form of patios or balconies. Parking shall be either attached or located on the same lot. Townhouse residential~~

~~development may include interlocking units, but may not include buildings with common stairways serving multiple units. The minimum density shall be twelve (12) units per acre and the maximum density shall not exceed twenty (20) units per acre. Building heights are two (2) to three (3) stories.~~

~~D. Administration~~

~~5. Establishment:~~

~~CCD base zoning may be established on property within the City Center according to the procedures outlined in Section 111 of this Zoning Ordinance. In addition to the approved CCD base zoning, a City Council-approved Development Plan is required prior to any application for a development permit within the City Center area.~~

~~c. Development Plans may be filed for all or part of the property zoned or to be zoned CCD. Development Plans shall be submitted in accordance with Section 107, Site Plan Review; provided, however that the Planning Commission shall review, and City Council shall review and approve, all Development Plans for properties zoned CCD.~~

~~d. The ordinance approving the rezoning of a property to CCD shall indicate, both by narrative text and a map, the location and boundaries of the Sub-Districts that are included in the area to be rezoned.~~

~~6. Amendment:~~

~~The Zoning Administrator or designee shall determine whether a proposed amendment to an approved Development Plan is a Major or Minor Amendment. Major Amendments shall require City Council approval with a recommendation of the Planning Commission. Minor Amendments shall require administrative approval by the Zoning Administrator or designee only.~~

~~c. Major Amendment: Any one (1) of the following shall be considered a Major Amendment of a Development Plan:~~

~~i. A significant change in boundary lines of the development. Minor and technical adjustments to the boundary lines within the Development Plan are permitted without a Major Amendment so long as (i) the adjustments do not divide zoning Sub-Districts, (ii) the area affected by the boundary change does not exceed fifteen (15) percent of the total area subject to the Development Plan, (iii) the adjustments do not significantly alter the traffic or pedestrian circulation system for the Development Plan and (iv) in the reasonable opinion of the Zoning Administrator, the overall character of the Development Plan, if modified, will remain in substantial conformance with the CCSP and the Development Plan as originally approved. Any expansion or relocation of a boundary line not within the scope of this exception shall be considered a major amendment of the Development Plan. Such boundary line changes may also require an amendment to the CCSP prior to any City Council consideration of the change to the Development Plan.~~

- ~~vi. Any change that could have significant negative impact on uses adjoining the development.~~
- ~~vii. Any change that could have a significant impact on roadways adjacent or external to the development.~~
- ~~viii. Any change that could have a significant negative impact on the amount of parking required or provided by the development.~~
- ~~ix. Any change to a phasing plan that could have a significant negative impact on adjacent or surrounding developments.~~
- ~~d. Minor Amendment: All amendments to a Development Plan not determined by the Zoning Administrator to be Major Amendments according to the criteria set forth in subsection (1) above shall be Minor Amendments.~~

~~E. Land Uses~~

~~Land uses for each Sub-District shall comply with the Land Use Matrix set forth below. Uses not listed as a permitted, permitted with conditions, or conditional use shall be prohibited from the applicable zoning district. In the event a particular use is not listed in this Section and such use is not otherwise prohibited by law, the Zoning Administrator or designee shall determine whether such use is analogous to other listed uses; the determination shall be made pursuant to Section 105 of this Ordinance.~~

~~P = Permitted~~

~~C = Conditional Use~~

~~PC = Permitted with Conditions~~

~~FF = First Floor Only~~

~~A = Accessory~~

~~— = Not Allowed~~

LAND USE	CITY CENTER SUB-DISTRICTS					
	GE	EMU	PR	NC	RMU	TR
Amusement parks, outdoor	C	-	-	-	-	-
Antique Store	P	P	P	P	FF	-
Aquarium	C	-	-	-	-	-
Art gallery	P	P	P	P	FF	-
Art studio	P	P	P	P	FF	-
Automobile rental facility with no on-site storage	P	P	P	P	FF	-
Banks and financial institutions without drive-through, excluding non-chartered financial institutions	P	P	P	P	FF	-
Bar	PC	PC	P	-	-	-
Barber/Beauty shop	P	P	P	P	FF	-
Bingo Hall	P	-	-	-	-	-
Bowling alley	P	-	-	-	-	-
Brewery, ancillary to a bar or restaurant	P	P	P	P	FF	-
Bus terminals	P	-	-	-	-	-
Business Support Services	P	P	P	P	FF	-

LAND USE	CITY CENTER SUB-DISTRICTS					
	GE	EMU	PR	NC	RMU	TR
Business, technical, or vocational school	P	P	P	P	-	-
Caretakers quarters	A	A	A	A	-	-
Child care center	C	C	C	C	C	C
Cigar Bar or tobacco lounge	P	P	P	-	-	-
Clothing alteration, custom dressmaking or tailor shop	P	P	P	P	FF	-
College or university	P	P	P	P	PC	PC
Commercial sporting complexes	C	-	-	-	-	-
Concert facilities, outdoor	C	-	-	-	-	-
Consignment shops	P	P	P	P	-	-
Convention centers and exhibition halls	P	-	-	-	-	-
Dance studio	P	P	P	P	FF	-
Drive-through uses, including restaurants and financial institutions	P	PC	-	P	-	-
Dry cleaning and laundry establishment, pick-up and drop-off only	P	P	P	P	FF	-
Emergency medical care facility	P	P	P	P	FF	-
Employment agencies excluding day labor	P	P	P	P	FF	-
Farming	PC	PC	PC	PC	PC	PC
Funeral Home	P	-	-	-	-	-
Health and exercise center	P	P	P	P	FF	-
Hospitals	P	-	-	-	-	-
Hotel	P	P	P	P	PC	PC
Ice skating rink, indoor	P	-	-	-	-	-
Indoor commercial recreation/entertainment uses not otherwise listed	P	P	P	P	-	-
Laboratory for bio-science, dental, medical and research & development	P	P	P	P	-	-
Libraries	P	P	P	P	FF	-
Liquor stores	C	C	C	C	-	-
Massage therapy (medical)	P	P	P	P	FF	-
Massage or day spa	P	P	P	P	FF	-
Medical, dental or health offices, clinics and laboratories, excluding plasma centers	P	P	P	P	PC	-
Museum and cultural centers	P	P	P	P	FF	-
Movie theater, indoor	P	P	P	P	-	-
Music studio	P	P	P	P	FF	-
Nail salon	P	P	P	P	FF	-
Night Club	PC	PC	P	-	-	-
Outdoor Dining, ancillary to a restaurant	A	A	A	A	A	-
Parking Lot, surface	A	A	A	A	A	A
Parking Structure	A	A	A	A	A	A
Pet boarding and day care facility	PC	PC	PC	PC	-	-

LAND-USE	CITY-CENTER-SUB-DISTRICTS					
	GE	EMU	PR	NC	RMU	TR
Places of worship	P	P	P	P	P	P
Pre-schools and similar uses	C	C	C	C	C	C
Professional offices	P	P	P	P	PC	-
Public uses	P	P	P	P	P	P
Public utility buildings, structures, uses, facilities and equipment	PC	PC	PC	PC	PC	PC
Real Estate office	P	P	P	P	FF	-
Reception centers	P	-	-	-	-	-
Residential	-	PC	PC	-	P	P
Resorts	P	P	-	-	-	-
Restaurants, without drive-through	P	P	P	P	FF	-
Retail sales of new merchandise within enclosed buildings, excluding liquor stores	P	P	P	P	FF	-
Roller rink, indoor	P	-	-	-	-	-
Sidewalk Café	P	P	P	P	FF	-
Social/private clubs	P	P	P	P	FF	-
Specialty retail, indoor, excluding liquor stores	P	P	P	P	FF	-
Specialty sales (e.g. used books or used records, excluding thrift stores and surplus stores)	P	P	P	P	FF	-
Specialty services	P	P	P	P	FF	-
Stadiums	C	-	-	-	-	-
Swimming club, outdoor	C	-	-	-	-	-
Tanning salon	P	P	P	P	FF	-
Telecommunication Tower	PC	PC	PC	PC	PC	PC
Theater, excluding movie theaters	P	P	P	P	-	-
Ticket and travel agency	P	P	P	P	FF	-
Veterinary hospital, offices and clinics, excluding animal boarding	PC	PC	PC	PC	-	-
Video arcade or game room	P	P	P	P	FF	-
Wine Bar	P	P	P	P	FF	-
Zoo	C	-	-	-	-	-

F. ~~Land uses listed in the land use matrix above as Permitted with Conditions are permitted by right only if the conditions listed below for the individual uses are met. Based on Development Plan review, staff may add additional conditions of approval deemed necessary to protect the health, safety and public welfare.~~

12. ~~A college or university is allowed in all CCD Sub-Districts provided that, in RMU and TR Sub-Districts, colleges and universities shall only be permitted if the buildings (1) are in scale with nearby residential development and (2) do not adversely impact current or future residential uses.~~

- ~~13. Drive-through uses, including restaurants and financial institutions, are allowed in GE, NC and EMU Sub-Districts. However, in EMU Sub-Districts, stand-alone drive-through uses shall be prohibited; Drive-through uses in such EMU Sub-Districts shall only be permitted as part of multi-use buildings.~~
- ~~14. A hotel is allowed in all CCD Sub-Districts; provided, however, that in RMU and TR, hotels shall be limited to a maximum of fifty (50) rooms and shall be constructed so that the buildings are in scale with nearby residential development and do not adversely impact current or future residential uses.~~
- ~~15. Medical, dental or health offices, clinics and laboratories, excluding plasma centers, are allowed in the RMU Sub-District; provided, however, that unless located entirely on the first floor of a mixed use building, medical office buildings shall be constructed so that the buildings are in scale with nearby residential development and do not adversely impact current or future residential uses.~~
- ~~16. A professional office is allowed in the RMU Sub-District; provided, however, that unless located entirely on the first floor of a mixed use building, professional office buildings shall be constructed so that the buildings are in scale with nearby residential development and do not adversely impact current or future residential uses.~~
- ~~17. Bars are allowed in the GE and EMU Sub-Districts; provided, however, that (1) the exterior building wall of a bar shall not be located within one thousand three hundred twenty (1,320) feet of the exterior property lines of a public or private school, church, other bar or night club, (2) closing time for dance floors or other accessory uses to a bar shall coincide with the closing time for the bar and (3) with respect to GE Sub-Districts only, exits and entrances to a bar shall not be located within three hundred (300) feet of a residential district.~~
- ~~18. Night clubs are allowed in the GE and EMU Sub-Districts; provided, however, that (a) the exterior building wall of a night club shall not be located within one thousand three hundred twenty (1,320) feet of the exterior property lines of a public or private school, church, bar or other night club, (2) closing time for dance floors or other accessory uses to a night club shall coincide with the closing time for the night club and (3) with respect to GE Sub-Districts only, exits and entrances to a night club shall not be located within three hundred (300) feet of a residential district.~~
- ~~19. Residential Uses are allowed in EMU and PR Sub-Districts; provided, however, that, except for residential uses fronting on Park Avenue, such residential uses are only permitted on the upper floors.~~
- ~~20. Farming is allowed in all CCD Sub-Districts for a period not to exceed five (5) years from the date of rezoning; provided, however, that farming is limited to the cultivation and harvesting of crops and that no agricultural uses which utilize livestock (i.e. dairy farming), plant nurseries, or greenhouses shall be allowed. Farming and agricultural uses legally occurring on the property prior to rezoning to CCD shall not be subject to this provision. After the initial time five (5) year time period has elapsed, such use may only continue under a Conditional Use Permit.~~

~~G. Development Guidelines~~

- ~~4. Properties within the Gateway Employment, Employment Mixed-Use, Residential Mixed-Use, and Townhouse Residential Sub-Districts shall comply with the Development Guidelines as listed in Table 5-1 of the CCSP. The Pedestrian Retail Sub-District shall comply with the Development Guidelines as listed for the Employment Mixed-Use Sub-District, except to the extent such guidelines are determined by the Zoning Administrator to be inapplicable.~~
- ~~5. Properties within the Neighborhood Commercial Sub-District shall comply with the Development Guidelines listed for the Gateway Employment Sub-District, except as follows: (1) maximum building height: five (5) stories; (2) setbacks on Van Buren Street: minimum twenty (20) feet to buildings, thirty (30) feet to parking (maximum forty (40) feet); and (3) setbacks on Avondale Boulevard: minimum thirty (30) feet to building, forty (40) feet to parking (maximum sixty (60) feet).~~

~~H. Design Guidelines~~

~~Unless specifically modified herein, all CCD developments shall comply with the Design Guidelines listed in Section 5.4 of the CCSP and the Streetscape Design Guidelines listed in Section 4.2 of the CCSP. Any design issues not addressed in the CCSP or in this Zoning Ordinance shall be subject to the design guidelines listed in the Commercial/Industrial/Multi-Family Design Manual. While specific architectural themes, color palettes, and material palettes are not dictated by the CCSP or this Zoning Ordinance, individual buildings shall be designed to complement other buildings within a block or Sub-District.~~

~~I. Parking~~

~~Parking for each land use shall be provided by a combination of on-street parking, off-street surface parking and parking structures based on the following:~~

- ~~7. A parking demand analysis prepared by a qualified parking or traffic consultant, a licensed architect, or civil engineer shall be submitted with each Development Plan. The parking demand analysis, as approved by the Zoning Administrator or designee, shall determine the number of parking spaces required for each use within the Development Plan.~~
- ~~8. The parking demand analysis shall analyze the needs of every proposed use in the Development Plan, using the Required Parking Schedule in Section 8 of the Zoning Ordinance as a starting point.~~
 - ~~c. Provided parking shall not exceed the one hundred ten (110) percent of the number listed in the Parking Schedule.~~
 - ~~d. Provided parking for a single use may be up to twenty (20) percent less than the amount required by the Parking Schedule based on the parking analysis.~~
- ~~9. The amount of required parking may be reduced by up to fifty (50) percent where it can be determined that the peak requirements of the several occupancies occur at different times and where a shared parking operations plan, approved by the Zoning Administrator or designee,~~

~~shows that this reduction in parking will not cause conflicts among nearby uses. Such a shared parking analysis may be based on:~~

- ~~d. Intermittent non-conflicting uses. When required parking reductions are predicted as a result of sharing between intermittent uses with non-conflicting parking demands (e.g. a nightclub and a bank), then the reduction can be considered.~~
- ~~e. Parking occupancy rates. When the parking reduction has been shown to be feasible by using the demand calculations as determined by an analysis of typical local parking demand.~~
- ~~f. Existing parking surveys. When a study of existing parking shows parking occupancy rates of morning, afternoon and evening peaks on all seven (7) days of the week. The seven (7) days of observation may take place over the span of two (2) consecutive, typical weeks. A combination of similar circumstances may be necessary to cover all the proposed land uses. The approximate square footages of the various land uses of the specimen projects shall be compared to the proposed project to allow the ratios of uses to be rated accordingly.~~

~~10. Off-street surface parking and parking structures counted towards the required parking shall be within four hundred (400) feet of the use, measured from the exterior wall of the use to the closest perimeter of the surface parking or parking structure.~~

~~11. On-street parking counted towards the required parking shall be adjacent to the property for which the parking is intended.~~

~~J. Necessary Amendments~~

~~In the event that any of the provisions of the CCSP referred to herein are amended, the Zoning Administrator shall concurrently give notice of and process an amendment to this Section 5, in accordance with the procedures outlined in Section 111 of this Zoning Ordinance.~~

502 Major Sports and Entertainment District

A. Purpose

The purpose of the Major Sports and Entertainment District (MSED) is to provide an appropriate Zoning District to accommodate the unique demands and impacts of (1) facilities used to conduct major sports and/or entertainment events and (2) mixed-use and/or destination entertainment developments related to and operated in conjunction with a major sports/entertainment venue. Due to the unique characteristics, form, and impact of these types of these large scale facilities, deviation from traditional zoning standards is necessary in this district.

B. Applicability

1. MSED zoning may be established on property where a major sports and entertainment venue is located and directly abutting parcels, subject to the procedures outlined in Section 1 of this Zoning Ordinance. The district may also be established on non-abutting parcels if those properties are located within one-quarter (1/4) mile of a MSED zoned parcel and if said parcel

- b. The closure plan shall indicate the time frame and methods to carry out the closure requirements upon cessation of the operation or the abandonment of the site. The proposed measures shall meet all standards required by the Maricopa County Flood Control District and the Arizona Revised Statutes for aggregate mining reclamation.
- c. A financial security shall be provided prior to the effective date of the overlay zoning to ensure that operators abide by the closure plan and the proposed re-use plan. The form and amount of the security shall be reviewed by the Finance Director, ~~the City Attorney~~, the City Engineer and the Zoning Administrator prior to City Council approval of the overlay zoning.

E. Review Procedures

- 1. A request for a Special Use Overlay Development Plan approval shall be submitted to the Planning Division on a form prescribed by the Planning Division with the required fee. A Special Use Overlay Development Plan approval may be requested by the property owner of land proposed to be benefitted by the overlay or by the Planning Division, the Zoning Administrator, the Planning Commission or by the City Council.
- 2. The applicant shall conduct a neighborhood meeting in accordance with Section 112, above, and complete notifications in accordance with Section 113, above.
- 3. A request for a Special Use Overlay Development Plan approval shall first be heard by the Planning Commission, which shall hold a public hearing and transmit a recommendation to the City Council containing reasons for such recommendation. Notifications must be completed pursuant to Section 113, above.
- 4. The City Council shall hold a public hearing and approve, approve with conditions, or deny the request for the amendment. Notifications must be completed pursuant to Section 113, above.
- 5. In the event an application is denied by the City Council or withdrawn after the Planning Commission hearing, the City Council shall have the authority to refuse to accept another application for any amendment on the same property or part thereof, for a period of one (1) year from the date of denial.
- 6. The recommendation of approval of any amendment by the Planning Commission shall be void if the amendment has not been adopted by the City Council within one (1) year of the Planning Commission action.
- 7. Major amendments to the development plan shall be processed in the same manner as the original application. Major amendment shall include any (a) change in the use or the intensity of the use or (b) significant increase in the off-site impacts of the use.
- 8. Minor amendments to the development plan, such as minor changes to the site layout or the site use characteristics that do not significantly change the nature or intensity of the use and will not adversely affect adjacent or nearby properties, may be approved by the Zoning Administrator.

provides substantial evidence indicating that the modifications will produce an environment superior to that which could have been produced by strict application of existing standards for comparable Zoning Districts.

C. Coordination with Subdivision Regulations

It is the intent of these PAD regulations that the review of the requirements of the City of Avondale Subdivision Regulations be carried out simultaneously with the review of the PAD.

D. Conformance

All approved plans, documents and permits shall conform to the approved PAD Narrative.

E. Design Standards

Site layout, architecture and landscaping shall be consistent with the Design Manuals as maintained by the Zoning Administrator or authorized designee.

F. Phasing

The PAD may provide for certain on-site and off-site infrastructure to be constructed in phases, subject to the following limitations:

1. The first phase infrastructure improvements shall commence prior to expiration of the PAD zoning as set forth in subsection 603(D) below.
2. Complete construction of all public infrastructure improvements within the public right-of-way on the exterior of the PAD site shall be included within the first phase of development, unless the City Council, in its sole discretion, allows for an alternate infrastructure improvement schedule as part of a phasing plan included in the PAD.
3. Prior to commencement of the first phase infrastructure improvements, the owner/applicant shall provide financial assurances in the amount determined by the City Engineer ~~and in the form approved by the City Attorney,~~ for construction of such portions of the infrastructure improvements located within the public right-of-way on the exterior of the PAD.

603 Establishment of a PAD District

A. Approvals; Required Findings

The applicant shall address each of the required findings (set forth below) individually, and shall demonstrate with sufficient, objective information, how the proposed PAD complies with each. The City Council, following a recommendation from the Planning Commission, may approve an amendment of the Zoning Map of the City of Avondale to reflect establishment of the PAD on the subject property upon determining that all of the following findings have been met:

1. The proposed PAD is in conformance with the General Plan and applicable specific plan(s).

2. The proposed PAD meets the PAD requirements of the Zoning Ordinance, Subdivision Regulations, Design Manuals and other applicable regulations and requirements, unless otherwise modified by the PAD Narrative.
3. That adequate public infrastructure and services exist to serve the proposed development or all necessary public infrastructure and services to serve the proposed development will be completed in connection with development within the PAD.
4. The proposed PAD will result in compatible land use relationships within the proposed development and with adjacent properties.
5. The development standards of the proposed PAD are consistent with or exceed the desired character of development for the area.

B. Conditions and Stipulations of Approval

The City Council may, in its sole discretion, approve a PAD subject to conditions or stipulations. Conditions and stipulations included in the City Council action establishing a PAD District shall become part of the regulations governing the use and development of the PAD.

C. PAD Regulations

The PAD Narrative, site plan, design standards and any other documents, exhibits or plans associated with the PAD, in the form approved by the City, shall become part of the regulations governing the use and development of the PAD and the Zoning Map shall be amended to reflect adoption of the PAD and the related documents and plans.

D. Expiration

The PAD zoning shall be conditioned on commencement of horizontal construction for the project beginning within two (2) years from the date of City Council approval. Prior to the expiration of the two (2) year time condition, the property owner or authorized representative may submit an application for a one (1) time, one (1) year extension to the City, which the Zoning Administrator shall submit to the City Council for consideration. In the event the project's Site Plan or Preliminary Plat has not been approved within the applicable two (2) year time period and no request for a time extension has been received, the Zoning Administrator may submit the PAD to the City Council for consideration of reversion to the property's prior zoning classification at a public hearing according to Section 1.110.

~~Approval of any PAD zoning is conditioned on development of the first phase of the project commencing within four (4) years of the effective date of the ordinance approving the PAD zoning on the property.~~

- ~~1. Prior to the expiration of the four (4) year time condition, the property owner or authorized representative may submit an application for an extension to the City. A submittal of an application for extension of the four (4) year time condition does not toll the running of the time condition.~~

- ~~Should the four (4) year time condition expire between the submittal of an application for a time extension and the public hearing on the requested extension, the PAD shall be subject to reversion as set forth in subsection 603(D)(3) below. Upon receipt of a request for extension, the Zoning Administrator shall submit the request to the City Council for consideration at a public hearing held pursuant to subsection 603(D)(2) below.~~
- ~~2.—The City Council shall, after notices via certified mail to the property owner and authorized representative have been provided at least fifteen (15) days prior to the date of the scheduled hearing, hold a public hearing on the extension request. The City Council may, in its sole discretion, grant an extension of the time condition, subject to the limitation on the number of extensions set forth in subsection 603(D)(5) below. If the public hearing is held after expiration of the time condition, the City Council may also, at that public hearing, take action to revert the zoning on the property to its prior zoning classification.~~
 - ~~3.—In the event the project's first phase has not commenced within the four (4) year time period and no request for time extension has been received as provided in subsection 603(D)(1) above, the Zoning Administrator may submit the PAD to the City Council for consideration of reversion, pursuant to the hearing procedure set forth in subsection 603(D)(4) below.~~
 - ~~4.—The Zoning Administrator shall notify the property owner and authorized representative by certified mail of the City Council's intention to hold a hearing to determine compliance with the four (4) year time condition, and to revert the zoning on the property to its former classification if the condition is determined by the City Council to have not been met. All such notices shall be made at least fifteen (15) days prior to the date of the scheduled hearing. The City Council may, in its sole discretion, either grant an extension of the time condition, subject to the limitation on the number of extensions set forth in subsection 603(D)(5) below, or revert the zoning on the property to its prior zoning classification.~~
 - ~~5.—The City Council may, in its sole and absolute discretion, grant up to three (3) two (2) year extensions of the time condition. The City Council may include conditions on any extension as it deems appropriate in its sole and absolute discretion.~~
 - ~~6.—Following the commencement of the first phase of the project, the Zoning Administrator shall monitor the project to ensure compliance with the approved PAD phasing schedule. Upon the Zoning Administrator's initial determination that the phasing schedule is not being met, no further review or approval of any project site plan or plat shall occur until it is determined that good cause exists for delay in the construction of the project. Should the project fail to proceed as scheduled, a public hearing shall be held by the City Council to determine the cause of the delay. At the public hearing on the matter, if the City Council determines that there is not good cause for the delay, it may impose additional conditions on the PAD to ensure compliance with the phasing schedule. If such additional conditions and the phasing schedule are not met, the Zoning Administrator may set the matter for public hearing, according to the process set forth in subsection 603(D)(4) above, on a possible reversion of the PAD zoning. If the City Council determines that good cause exists, it may amend the PAD development phasing schedule.~~

- ~~7. For purposes of this Section, the terms “commence,” “commencing” and “commencement” shall mean (a) for a PAD smaller than five (5) acres, physical vertical construction activity in accordance with a valid building permit issued by the City and (b) for a PAD five (5) acres and larger, beginning of construction of off-site infrastructure including streets, sidewalks, water and wastewater, so long as such infrastructure is completed prior to expiration of the City-issued development permit issued therefore.~~
- ~~8. The provisions of this subsection 603(D) shall apply to all PADs approved prior to April 2, 2009, except that such provisions shall not apply to any previously approved PAD for which the time condition thereon has expired prior to February 1, 2009.~~

E. Amendment

The Zoning Administrator or designee shall determine whether a proposed deviation from the approved PAD District is a Major or Minor Amendment. Major Amendments shall require City Council approval with the advice and recommendation of the Planning Commission. Minor Amendments shall require administrative approval by the Zoning Administrator or designee only. No amendment to a PAD will be approved without concurrent revision of its development plan.

1. Major Amendment. Any one (1) of the following shall be considered a Major Amendment of a PAD:
 - a. A ten (10) percent or more increase in the number of dwelling units or in the acreages devoted to commercial or industrial uses.
 - b. A significant change in boundary lines of development units.
 - c. Any change that could have significant impact on areas adjoining the PAD.
 - d. Any change that could have a significant traffic impact on roadways adjacent or external to the PAD.
 - e. Amending the uses allowed by adding a permitted use, a use permitted with conditions or a use requiring a Conditional Use Permit, unless the Zoning Administrator has determined that the use to be added is analogous to a permitted use.
 - f. Changes to, or addition of, phasing for a PAD when such changes impact twenty-five (25) percent or more of the land area contained within the PAD district.
2. Minor Amendment. All amendments of a PAD District not determined by the Zoning Administrator to be a Major Amendment shall be a Minor Amendment.

604 PAD Narrative and Development Plan

The narrative text shall provide uses and development standards for the PAD District. The PAD Narrative shall be both prescriptive and concise. The PAD Narrative shall conform in formatting and organization

2. Commercial/Industrial/Multi-Family Residential Open Space

- a. Open Space shall be provided in amounts and in the manner set forth in the applicable Design Manual.
- b. Open Space shall be provided in the form of pedestrian refuge areas with shaded seating, landscaped and hardscape plaza areas and public art features when appropriate.

F. Architectural Design

Architectural design shall conform to the applicable Design Manual. In areas with mixed uses, ~~both the Single-Family Residential Design Manual and Commercial/Industrial/Multi-Family Design Manual~~ all the applicable Design Manual standards must be met and, in the case of a conflict, the more stringent standard governs.

G. Landscaping

Landscaping provided along street frontages, around the property perimeter, internal to the site and in parking areas shall conform to the standards set forth in the applicable Design Manual for the most closely comparable Zoning District.

H. Perimeter and Internal Walls, Gates & Entry Feature Designs and Materials

All perimeter and internal walls, gates and entry feature designs and materials shall conform to the applicable Design Manual. In areas with mixed uses, both the Single-Family Residential Design Manual and Commercial/Industrial/Multi-Family Design Manual standards must be met and, in the case of a conflict, the more stringent standard governs.

I. Signage

Unless signage is approved as part of a comprehensive sign package, signage shall conform to the comparable zoning category.

J. Maintenance of Common Areas and Adjacent Rights-of-Way

1. Open Space areas shall be identified and reserved as tracts or parcels on a plat, or as easements when no plat is necessary. Maintenance of these areas shall be provided for by an Owners' Association.
2. A statement shall also be placed on the approved site plan or plat, as appropriate, stating that landscaping in adjacent rights-of-way areas shall be maintained by the Owners' Association.

K. Justification and Mitigation

Substantial justification and mitigation is required for proposed PAD standards that do not meet the standards of the comparable Zoning District.

SECTION 7 SUPPLEMENTARY REGULATIONS

701 Purpose and Applicability

The purpose of the regulations set forth in this Section is to supplement the zoning regulations appearing elsewhere in this Zoning Ordinance. Unless specifically set forth herein or elsewhere in this Zoning Ordinance, the following general regulations shall apply to all property within the corporate limits of the City.

702 General Requirements

- A. No person, firm or corporation shall strip, excavate or otherwise remove topsoil, rock, sand, gravel or other natural earth materials for use on another premises, except in connection with the construction or alteration of a structure on such premises and excavation or grading incidental thereto, or as part of an approved sand and gravel extraction or mining facility.
- B. Every dwelling shall be located and maintained on a “lot” as defined in Section 1 of this Zoning Ordinance.
- C. No land required to meet the width, depth, yard, area, coverage, parking or other requirements of this Ordinance for a lot or building may be sold or leased away from such lot or building.
- D. No parcel of land may be subdivided from a larger parcel of land unless the resulting parcels all meet the minimum width and area requirements for the zone in which they are located.
- E. No residentially zoned lot shall be divided in such a way that the division results in a lot that contains more dwelling units than are permitted by the zoning regulations of the district in which such lot is located.
- F. Every part of a required yard shall be open to the sky and unobstructed, with the following exceptions:
 - 1. Front and Rear Yards.
 - a. Accessory buildings in the rear yard of a single-family residence shall be allowed according to the requirements of Section 703 below.
 - b. The ordinary projections of eaves, skylights, window sills, belt courses, cornices, chimneys, flues, balconies, and other ornamental features may project into a required front or rear yard not more than five (5) feet.
 - c. Bay windows, including their cornices and eaves, may project into a required front or rear yard not more than three (3) feet; provided, however, that the sum of such projections on any wall does not exceed one-third (1/3) the length of said wall.

2. Side Yards.
 - a. The ordinary projections of eaves, skylights, window sills, belt courses, cornices, chimneys, flues, balconies and other ornamental features may project into a required side yard not more than three (3) feet.
 - b. Bay windows, including their cornices and eaves, may project into a required side yard not more than three (3) feet; provided, however, that the sum of such projections on any wall does not exceed one-third (1/3) the length of said wall.
 - c. In no instance shall any projection into a required side yards be allowed if said projection is determined to interfere with vehicular access to a garage located in the rear yard.
 - d. A minimum clearance of five (5) feet shall be maintained on the gated side of lots separated by party walls. In no instance shall any projection be allowed within that required clearance.
- G. Any enclosed porch or patio cover, or one capable of being enclosed shall be considered a part of the main building in the determination of the size of yard or lot coverage.
- H. A mobile home, recreational vehicle, or similar vehicle shall not be considered a dwelling unit, nor occupied as such, unless located in a recreational vehicle or mobile home park or as part of an authorized Seasonal Sales Permit.
- I. A mobile home, recreational vehicle, or similar vehicle shall be prohibited as a facility for any non-residential use permitted in this Ordinance, except for any of the following:
 1. Use as a construction trailer and/or construction office while construction is on-going on a site pursuant to a valid building permit.
 2. Use as a sales office for a Single-Family Residential development prior to completion of a model home complex.
 3. Use as a hiring, leasing, or training office for a commercial or industrial development prior to completion of the building or tenant space that the office is serving.
 4. Use as a sales office in conjunction with an approved Seasonal Sales Permit.
 5. Use as a temporary clubhouse for a golf course while construction of a permanent clubhouse is on-going pursuant to a valid building permit.
 6. Use in conjunction with any Special Event approved by the City Clerk's Department.
- J. Garage/yard sales in excess of sixty (60) consecutive hours or in excess of four (4) times per year are prohibited.

- K. No obstruction to view in excess of two (2) feet in height shall be placed in any sight visibility triangle or within sight distance lines (as defined and measured in the City of Avondale General Engineering Requirements Manual) except for the following:
1. Trees, if the lowest portion of the canopy is pruned to a minimum height of seven (7) feet above grade.
 2. Official signs, signals, devices and other equipment used for governmental purposes by the State of Arizona, the City of Avondale, or other authorized public entity with specific authorization to locate equipment at that location.
- L. Mechanical equipment, including, but not limited to, heating/cooling equipment, pool pumps, electrical equipment and motors directly related to the primary use of the property, shall be restricted from use in the front yard.
- M. Within Residential zones, no preheat, tempering or holding water tanks shall be located on the roof or side the structure. Heating/air conditioning units shall be ground mounted on a concrete pad. All wiring and piping for solar water heaters and air conditioning units shall be installed as to not be visible from neighboring properties or the street.
- N. [Mobile food vendors are prohibited from operating on property zoned for residential use and within two-hundred fifty \(250\) feet of a property zoned for residential use, except with a City approved special event permit.](#)

703 Detached Accessory Buildings

In all Single-Family Residential Districts, detached accessory buildings shall conform to the following restrictions concerning their locations on a lot.

- A. Detached accessory buildings shall not be permitted within a front yard, as defined in Section 1 of this Zoning Ordinance.
- B. Any detached accessory building not located in the rear one-half (1/2) of a lot shall maintain such yards as are required for a dwelling unit on the same lot.
- C. Detached accessory buildings placed in the rear one-half (1/2) of a lot may encroach into the required rear and side yard setbacks subject to the following conditions:
1. On a through lot, an accessory building shall not be located closer to the rear property line than the distance required for front yard setback.
 2. On a corner lot contiguous to a key lot, no detached accessory building shall be erected or altered so as to come closer to a street side of the corner lot than the front yard required on the key lot. In no instance, however, shall a setback greater than twenty-five (25) feet be required.
 3. On any other corner lot, an accessory building shall not be located closer than ten (10) feet from the property line.

1. Every seasonal sales use shall require a permit granted pursuant to the procedures outlined in this Section.
2. Upon cessation of the use or expiration of the permit, whichever occurs first, the premises will be promptly cleaned and restored to substantially the same condition existing prior to commencement of such use. The applicant shall provide, at the time of application, written authorization from the property owner specifically (a) acknowledging that the cleaning/restoration obligation is ultimately the Owner's responsibility and (b) ensuring that if the applicant does not promptly clean and restore the property, the Owner will complete the cleaning and restoration work.
3. Written authorization of the use by the owner of the property on which the use is to be located shall be required.
4. In no event shall a Seasonal Sales Permit be granted for a period longer than two (2) months. ~~Multiple permits may be granted to the same applicant(s), provided the combined seasonal sales activities may not exceed a period of sixty (60) days within a calendar year.~~ Seasonal sales activities are limited to sixty (60) days a calendar year, per site. No two (2) permits shall be granted in different calendar years such that more than two (2) continuous months of operation are permitted. A permit shall only be issued for sales events occurring on consecutive dates and separate permits, with all applicable fees, will be required if events are non-consecutive. For instance, if a seasonal sales activity occurs on the first Friday of each month, separate permits would be required for each Friday.
5. Seasonal sales are permitted in any non-residential district.
6. Firework vendors are exempted from obtaining a Seasonal Sales Permit during the dates specified in the Arizona Revised Statute for the sale of consumer fireworks.

B. Permitted Seasonal Sales Uses

1. Christmas tree sales, or similar seasonal or holiday related on-site or off-site sales events.
2. Off-site sales of souvenirs, gifts and food incidental to a sporting event.
3. Any non-permanent outdoor use that is not specifically set forth in subsection 705(B)(1) or (2) above, including, but not limited to, carnivals, concerts and off-site commercial sales, shall be considered a Special Event and be subject to the application and review procedures set forth by the City Clerk's Department.

C. Application, Review, and Approval Process

Requests for a Seasonal Sales permit shall be made on forms obtained from the City and a filing fee shall be charged and collected at the time of application submittal.

1. Applications shall be reviewed by the Department. The request shall be administratively approved, conditionally approved, or disapproved no later than ten (10) working days from the date of submittal.

B. Wireless Facilities

1. Freestanding Wireless Facilities.

- a. Freestanding Monopole Wireless Facilities ~~less than thirty-five (35) feet in height~~ are permitted in all Zoning Districts subject to administrative Site Plan approval. ~~no new Lattice Wireless Facilities or Guyed Wireless Facilities shall be permitted. Freestanding Monopole Wireless Facilities thirty-five (35) feet or greater in height are permitted in all Zoning Districts subject to conditional use permit approval.~~
- b. No new Lattice Wireless Facilities or Guyed Wireless Facilities shall be permitted.
- c. No Wireless Facilities are allowed in the public right-of-way, except for Small Wireless Facilities permitted according to Subsection 708 (B)(3)(6) below.
- d. Prior to approval, the applicant must demonstrate an inability, or technical rationale, for not co-locating the Wireless Facilities on an existing vertical element, and on other available sites. The applicant must provide the following information for City review:
 - i. A comprehensive list of all existing vertical elements of within a one-half (1/2) mile radius of the proposed site which are: (a) of sufficient height to be used for Wireless Facility co-location and (b) eligible for co-location under City requirements.
 - ii. A written narrative statement explaining why co-location on the existing vertical elements identified according to subsection 708(B)(1)(b)(1) above was not pursued, or is not a viable alternative to the proposed site.
 - iii. Map exhibits displaying: (a) the existing gap in signal coverage the new Wireless Facility will remediate and, (b) the projected signal coverage of the new Wireless Facility.
 - iv. A written statement listing property owners consulted with for locating the Wireless Facility and the reasoning an alternate site was not chosen.
- e. Freestanding Monopole Wireless Facilities shall be set back from all non-residential property lines a minimum distance of one (1) foot for each one (1) foot of the Monopole Wireless Facilities height above finished grade except that freestanding Monopole Wireless Facilities located within electrical substations, receiving stations, or government facilities shall be exempt from setback requirements.
- f. Freestanding Monopole Wireless Facilities shall be setback a minimum of 600 feet from the property lines of any residential zoned property, residential use, and/or property with a residential General Plan designation.
- g. The maximum height for Freestanding Monopole Wireless Facilities shall be 65 feet to top of palm fronds and branches, for monopalms and monopalms.

- e.h. Freestanding Monopole Wireless Facilities shall be Alternative Structure designs, (otherwise referred to as “stealth designs”) in character with the surrounding area (i.e., a flagpole at a public building, a ~~palm-tree~~ monopalm in an area with mature palm trees, a ~~pine-tree~~ monopine in an area with mature evergreen trees, a spire or steeple at a religious institution, an architectural tower element associated with a building, or a ~~saguaro-cactus~~ monocactus in an area with other, mature saguaro cacti); provided, however, that a monopole; ~~lattice-tower or guyed-tower~~ designs may be permitted without Alternative Structure designs, if the applicant provides the Zoning Administrator with such information as necessary to determine that the Wireless Facilities will only be visible from permanently unoccupied areas or that the character of the proposed tower will blend in with the surrounding area (i.e. within the confines of an electrical substation containing other structures of similar height).
- 2. Structure-Mounted Wireless Facilities.
 - a. Wireless Facilities mounted on buildings are permitted in all Zoning Districts subject to administrative approval.
 - b. Wireless Facilities mounted on buildings shall be alternative structures integrated into the design of the building as an integral architectural element or roof mounted and completely screened by the height of the parapet. All wireless communications equipment, including associated ground equipment, shall be completely concealed from view.
 - c. Architectural features used to conceal Wireless Facilities mounted on buildings shall not extend above the roof more than twice the height of the building. For example, a building with a height of thirty (30) feet may incorporate a Wireless Facility within a thirty (30) foot bell tower (for a total height from finished grade of sixty (60) feet) if all other conditions of this Zoning Ordinance are met.
- 3. Location of Wireless Facilities on existing or planned vertical elements.
 - a. Wireless Facilities may be mounted on the following existing or planned vertical elements subject to administrative approval:
 - i. Utility provider electrical poles.
 - ii. Athletic field light towers.
 - iii. Other existing or planned vertical elements on which the mounting of antennas will not significantly alter the function and character of the structure as determined by the Zoning Administrator.
 - iv. Wireless Facilities, except Small Wireless Facilities, may be mounted on vertical elements in the public right-of-way, at the City’s sole and absolute discretion, subject to City Council approval of a license or lease agreement.

B. Applicability

The standards outlined in this Section 709 shall apply to the following buildings and uses in all commercial and employment districts:

1. All buildings and uses of land constructed or developed after March 21, 2008.
2. Existing properties when a change in the distinguishing characteristics or primary features of the use of a building or land occurs after March 21, 2008. Such changes may include an increase in the size of a building or use, or remodeling of an existing building. The criteria used to establish applicability may include, but are not limited to, an increase in parking requirements, a change in occupancy designation, a change in outside storage or other similar changes to the building or land.

C. General Site Design Requirements

1. Site design shall conform to the site design components in the ~~City's applicable Design Manual for Commercial, Industrial, and Multi-Family Residential Development.~~ [City's applicable Design Manual](#).
2. Commercial equipment, including, but not limited to, water sales kiosks, vending machines and ice machines, shall be located inside an enclosed building. Equipment that must be located outside for safety reasons, such as propane tank racks, shall be placed in an area designed for their use and screened from street view to the extent allowed by the Fire Department. ATMs may be located outside.
3. Outside display of cars, boats, trailers, trucks and other vehicles in conjunction with vehicle sales or rental operations shall not be required to screen vehicles with parking lot screen walls; provided, however that other landscaping requirements shall apply.
4. Dismantling, servicing, repairing, etc. of vehicles and/or equipment shall occur only within completely enclosed buildings.
5. Service bays for automobile-related uses, including car wash bays, shall not face residential properties or public streets unless entirely screened in a method acceptable to the Zoning Administrator or authorized designee.
6. Loading docks, delivery and service areas shall not front onto a public street unless entirely screened in a method acceptable to the Zoning Administrator or authorized designee. In A-1 zones, service bays must be screened only from arterial streets.
7. Where permitted, the outside storage of materials, equipment, inoperable vehicles, or other items within an enclosed area shall be located so as not be visible from adjoining streets or properties.

D. General Building Design

1. Building architecture is expected to conform to the building design components in the ~~Design Manual for Commercial, Industrial and Multi-Family Residential Development~~ [the applicable Design Manual](#).

Dwelling, Single-Family	An enclosed garage with two (2) interior spaces is required (See subsection 804(G) for exceptions) <u>One (1) visitor parking space per unit must be provided where on-street parking or driveway parking is not provided.</u>
Dwelling, Duplex/Triplex	2 spaces/unit (Minimum 1 covered space)
<i>Retail Uses</i>	
Auto Sales	1 space/500 SF of indoor showroom and 1 space/1,000 SF of outdoor display area
Gas Station	1 space/300 SF of interior area
Restaurants and Bars	1 space/50 SF of indoor public area and 1 space/200 SF of outdoor area
Retail Establishments, including those not specified, with up to 50,000 SF of gross building area	1 space/300 SF floor area
Retail Establishments or Centers greater than 50,001 SF of gross building area	1 space/300 SF floor area MAXIMUM spaces allowed: 1 space/250 SF

- B. In the instance where a use is not listed in the preceding parking schedule and where no direct comparison can be made to a use listed above, the Zoning Administrator shall determine the minimum and maximum (if applicable) parking required/allowed.
- C. In the case where a business includes floor area devoted to a mix of the uses listed above, the total requirement for off-street parking spaces shall be the sum of the requirements of the various uses computed separately as specified in this Section.
- D. Cumulative parking space requirements may be reduced below minimum requirements where it can be demonstrated that the peak requirements of a user are less than the City's minimum prescribed limits. Said exceptions shall be considered administratively if supported by a parking demand study in accordance with subsection 808 below.
- E. Cumulative parking space requirements may be increased above maximum limits where it can be demonstrated that a use or user generates a need for parking in excess of the maximum prescribed limits. Said exceptions shall be considered administratively if supported by a parking demand study in accordance with subsection 808 below.
- F. Bicycle parking or bicycle racks shall be required to be provided at the minimum rate of one (1) space for every fifty (50) vehicle parking spaces for all new commercial and employment development. Sites with less than forty (40) vehicle spaces shall not be required to provide

bicycle parking but are encouraged to do so. All bicycle rack designs that deviate from the City standard detail shall be reviewed by the City Engineer to ensure substantial conformance with the General Engineering Requirements (GER) manual.

G. Exceptions to Single-Family Residential parking requirements.

1. Carports are permitted in place of enclosed garages for any home (a) that was not originally built with an enclosed garage or (b) that is located in a neighborhood of homes with carports. The carport shall be integrated to appear as a continuation of the existing residence, must share materials, colors and architectural forms with the existing residence and must meet all Zoning Ordinance development standards, including setback and lot coverage requirements.
2. Existing carports may be enclosed as long as all on-site parking requirements are met.

805 Parking and Access Standards

A. Parking Space Sizes

1. The standard parking space shall be a minimum of nine and one-half (9-1/2) feet wide by twenty (20) feet long.
2. Compact parking spaces shall be a minimum of eight (8) feet wide by eighteen (18) feet long. Compact parking shall not exceed fifteen (15) percent of the total required spaces. Projects providing parking in excess of the minimum required number of spaces may utilize any combination of compact and standard spaces for excess parking areas.
3. Parallel parking spaces shall be a minimum of ten (10) feet wide by twenty (20) feet long.
4. The Zoning Administrator may at his/her discretion require the provision of oversized parking spaces for recreational vehicles at the time of Design Review for any commercial development that will cater to a traveling clientele. Spaces shall be seventeen (17) feet wide by forty-five (45) feet long. The use of these spaces shall be in accordance with subsection 802(F) above.
5. Vehicle overhang over curb, sidewalk or landscape areas shall not count towards minimum parking space dimensions- except:
 - a. Up to 2 feet (24 inches) of overhang may be counted towards the minimum depth of a parking space if the overhang occurs over a landscape area with a minimum depth of 10 feet.
 - b. Up to 2 feet (24 inches) of overhang may be counted towards the minimum depth of a parking space if the overhang occurs over a private sidewalk with a minimum width of 6'.

- C. The necessary supports or uprights on which any freestanding sign is placed shall be excluded from a sign area calculation.
- D. Only one (1) face of a double-faced sign shall be considered in determining its sign area, except that both sides shall be counted in instances where the distance between faces exceeds six (6) feet.
- E. Where permitted by this Section 9, multi-tenant monument signs may consist of more than one (1) sign panel provided all such sign panels are attached to one (1) common integrated sign structure. The calculation of area of a multi-tenant sign shall include all tenant panels and project identification information, excluding the portion(s) of a sign dedicated to providing the street number and/or address of the development site; provided, however, that this exclusion for the street number or address shall not apply to street numbers used as part of the business name.
- F. Where signs are of a three-dimensional, round, or other solid shape, the largest cross-section viewed as a flat projection shall be used for the purpose of determining the sign area. Signs visible from more than one (1) direction or without clearly defined sign faces shall be considered as having two (2) faces and each face calculated in the total allowable area.

907 Permanent Sign Design, Illumination, and Construction

A. General

- 1. ~~All permanent signs shall be designed to conform to the standards set forth in the applicable Design Manual for Commercial, Industrial, and Multi-Family Residential Development. In addition, S~~ignage for projects within the Old Town Avondale Business (OTAB) Zoning District shall adhere to the Old Town Avondale Business District Design Guidelines and signage for projects within the City Center (CC) Zoning District shall adhere to Design Manual for the City Center.
- 2. The lighting source of a directly illuminated sign shall not be visible to any residential district adjacent to the lot or parcel on which said sign is located.
- 3. The use of reflective material is prohibited.

B. Freestanding Signs

- 1. All permanent freestanding signs shall be situated perpendicular to the street, excluding low-profile wall identification signs that may be situated parallel to a street.
- 2. All permanent freestanding signs shall be monument style only and shall complement the site architecture.
- 3. Landscaping shall be provided at the base of all permanent freestanding signage at a rate of four (4) square feet of landscaping for each one (1) square foot of sign area. A minimum of seventy-five (75) percent of the required landscape area shall be covered with vegetative plant material.

4. The width of the top of the sign structure shall be no more than one hundred twenty (120) percent the width of the base. The design of monument signs shall complement the architecture of the buildings on the site. In addition to tenant information, each monument sign shall contain the address(es) of the building(s) it supports.

C. Wall- and Building-Mounted Signs

1. ~~Wall mounted box cabinet signs greater than six (6) square feet in area shall be prohibited. Wall mounted custom cabinet signs over six (6) square feet are permitted in accordance with the custom cabinet sign specifications contained within the Design Manual for Commercial, Industrial, and Multi-Family Residential Development.~~ Wall-mounted signage shall be dimensional pan channel, reverse pan channel, box cabinets up to six (6) square feet in area, or custom cabinets, except if otherwise permitted herein. Custom cabinets shall be designed and fabricated with multi-level planes for lettering or graphics to create depth and interest and be internally illuminated or indirectly halo illuminated.
2. Signs mounted to wall mounted exposed raceways are prohibited unless structural limitations make other mounting alternatives infeasible, as determined by the Director or authorized designee.
3. No sign shall be painted directly onto building façades or walls, except within the City Center (CC) and Old Town Avondale Business (OTAB) Zoning Districts, where graphic logos painted directly on façades may be permitted if the Director or authorized designee can determine that the proposed painted sign will be of a professional, artistic caliber. No text shall be painted on a building wall for the purposes of advertising a business or product except as an integral part of an approved graphic logo.
4. No sign shall be painted on, mounted to, or affixed in any way to an awning and/or canopy, except within the City Center (CC) and Old Town Avondale Business (OTAB) Zoning Districts. Interior illuminated awning signs are prohibited in all districts.

D. Variable Message Signs

1. Variable message signs using replaceable lettering shall have a secured, clear plastic cover, or equivalent.
2. Variable message signs shall have static displays. Video, animation, and special effects such as traveling, scrolling, fading, dissolving, and bursting shall not be permitted. Static message displays shall not change more than once every eight (8) seconds.
3. Variable message signs that incorporate electronic message displays shall not increase the brightness level by more than 0.3 foot-candles over ambient brightness levels, to be measured as follows:
 - a. With the sign off or displaying black copy, a foot candle meter shall be used to record the ambient light reading for an area. Said measurement shall occur at least thirty (30) minutes after sunset, from a distance which varies based upon the size of the sign, as follows:

search lights, character or product likenesses, attention attracting media and devices and other non-merchandise displays.

b. Commercial/Employment Developments

- i. Grand opening signs are allowed for a maximum of thirty (30) consecutive days when a new business opens, the business name changes or there is a change in business ownership. There shall be a minimum of one hundred eighty (180) days between displays.
- ii. Temporary signs may be used to advertise special promotions for a maximum of thirty (30) days each calendar year.
- iii. Lighter-than-air balloons shall not exceed twice the allowed building height or one hundred (100) feet, whichever is less.

c. Residential Developments

- i. Permits issued for temporary signs to advertise the residential grand opening of a model home complex, apartment complex, or residential condominium development or the conversion of an apartment complex to condominiums shall be for a maximum period of thirty (30) consecutive days.
- ii. Temporary signs may be used to advertise special promotions, such as rent specials, for a maximum period of thirty (30) consecutive days no more than three (3) times per calendar year, with a minimum period of thirty (30) days between each display.
- iii. Lighter-than-air balloons shall not exceed twice the allowed building height or one hundred (100) feet, whichever is less.

5. Business Identification A-Frame Signs.

- a. A-Frame signs may be used for on-site business identification and advertising in all commercial and industrial Zoning Districts subject to obtaining a sign permit. The sign permit shall be valid for a period of one (1) year, but may be renewed annually subject to City review and approval.
- b. A-Frame signs shall not exceed six (6) ~~four (4)~~ square feet and not taller than three (3) feet in height.
- c. One A-Frame sign shall be allowed for each business.
- d. A-Frame signs shall not be located:
 - i. On a public street or public sidewalk.
 - ii. Closer than thirty (30) feet to the edge of an access drive or street intersection right-of-way.

- b. Way-finding signs shall be a maximum of eight (8) feet in height and shall not exceed two (2) feet in width.
- c. Way-finding signs shall not be A-Frame type signs.
- d. Way-finding signs shall be subject to the following locational restrictions:
 - i. Way-finding signs may be located within the public right-of-way and may be affixed to light poles, traffic signals, benches, street signs, fencing, or bike racks, subject to City Engineer approval.
 - ii. Way-finding signs located on sidewalks must be situated to allow for a minimum six (6) foot wide clear pedestrian pathway to and from all building entrances and exits.
 - iii. Signs for courtyard entries shall be limited to one (1) sign for all businesses located in the courtyard that utilize the same common entry. Multiple businesses may co-locate signage on the same sign structure. Signs shall be located within ten (10) feet of the courtyard entrance.

G. Future Development Signs

- ~~4~~.a. Future development signs are allowed on undeveloped parcels in all Zoning Districts subject to obtaining a sign permit. One (1) sign shall be allowed per development on each street frontage. The sign must pertain to the property on which it is located.
- ~~2~~.b. A sign permit for a future development sign shall not be issued prior to site plan approval or preliminary plat approval.
- ~~3~~.c. On parcels less than one (1) acre, the sign shall have a maximum area of six (6) square feet and a maximum height of five (5) feet. On parcels one (1) acre or larger, the sign shall have a maximum area of thirty-two (32) square feet and a maximum height of eight (8) feet.
- ~~4~~.d. The sign shall be removed if building permits have not been issued within one (1) year from the date the sign permit is issued.
- ~~5~~.e. The sign shall be removed prior to or concurrent with the placement of a construction sign on the site.

H. Temporary Subdivision Signs

- ~~4~~.a. Temporary subdivision identification signs are allowed in all Single-Family Residential Zoning Districts subject to obtaining a sign permit. One (1) sign shall be allowed at each arterial entry to the subdivision. The sign must pertain only to the subdivision in which it is located.
- ~~2~~.b. A sign permit shall not be issued prior to the issuance of construction permits for homes within the subdivision.

- ~~3.c.~~ The maximum sign area shall be forty-eight (48) square feet and the maximum height shall be twelve (12) feet.
- ~~4.d.~~ The edges of the sign shall be boxed.
- ~~5.e.~~ All signs shall be removed when the models for the subdivision close or when ninety-five (95) percent of the lots have been sold if there are no models.

I. Model Home Signs

a. On-Premise Model Home Signs

- ~~1.~~ i. On-premise mModel home signs are permitted in all residential districts subject to obtaining a sign permit. One (1) sign shall be allowed at each model home complex within the subdivision.
- ~~2.~~ ii. A sign permit shall not be issued prior to the issuance of building permits for the model homes.
- ~~3.~~ iii. The maximum sign area shall be forty-eight (48) square feet and the maximum height shall be twelve (12) feet.
- ~~4.~~ iv. The edges of the sign shall be boxed.
- ~~5.~~ v. The sign shall be removed when the model home complex closes.

b. Off-Premise Model Home Signs

- i. Off-premise model home signs are permitted in all residential districts subject to obtaining a sign permit. Each model home complex may have up to ten (10) A-Frames and a maximum of ten (10) yard signs extending one (1) mile distance from said property.
- ii. The A-Frames shall not exceed six (6) square feet in area or three (3) in height.
- iii. Yard signs shall not exceed six (6) square feet in area or four (4) in height.
- iv. Signs may be located within the public right-of-way; however, said signs must be placed at least one (1) foot behind the sidewalk when adjacent to a public street. If no sidewalk exists, the sign shall be placed at least five (5) feet behind the back of curb line. If no sidewalk or curb exists, then the sign shall be placed at least five (5) feet behind the edge of pavement.

J. Model Home Pennants

- ~~1.~~a. Model home pennants are permitted in all residential districts subject to obtaining a sign permit. A maximum of ten (10) pennants shall be allowed per model home complex.
- ~~2.~~b. The maximum pennant size shall be six (6) square feet and the maximum height at which they are flown shall be twenty (20) feet.

~~3.c.~~ The minimum spacing between poles shall be ten (10) feet.

~~4.d.~~ Pennants shall be removed when the model home complex closes.

K. Street Banners

~~4.a.~~ Street banners for community special events are permitted in all Zoning Districts subject to obtaining a right-of-way permit.

~~2.b.~~ Street banners shall require the approval of the City's Public Information Officer and the City Engineer.

~~3.c.~~ All banners must further the interests of the community.

~~4.d.~~ Street banners shall only be hung from approved street light poles or other structures on brackets that meet City engineering standards.

914 Sign Permitting

A. General

1. No sign shall hereafter be erected, re-erected, constructed or altered except as provided by this Section 9. Where sign permits are required, a separate permit shall be requested for a sign or signs for each business entity, and/or separate permit shall be required for each group of signs on a single supporting structure. Where signs are illuminated electrically, a separate electrical permit shall be obtained as required by the City's adopted electrical code.
2. Nothing contained herein shall prevent the erection, construction, and maintenance of official traffic, fire and police signs, signals, devices, and markings of the State of Arizona and the City of Avondale, or other public authorities, or the posting of notices required by law.

B. Permit Application and Expiration

1. Except as otherwise noted in this Section 9, it shall be unlawful for any persons to erect, alter, construct, or relocate any sign within the City without first obtaining a permit. In addition, electrical permits are required for electrical signs.
2. A sign permit application shall be submitted to the Department. The application shall contain the location by street and number of the proposed sign, as well as the name, address and signature of the property owner, business owner and sign contractor. Three (3) copies of plans and specifications shall be submitted with the application for each sign; one (1) copy being returned to the applicant at the time the permit is issued. All plans shall show complete details, to include size, materials, colors, method of support or attachment, name and address of the persons or firm designing said sign, and a plot plan showing location of sign on the premises.

trash receptacles, provided that each item has been commissioned by a visual artist or public context designer.

7. Other Items: Any other form of Public Art determined by the Avondale Municipal Art Committee or City Council to satisfy the intent of this Section. Applicants are strongly encouraged to utilize local visual artists or public context designers; however, all visual artists or public context designers must be able to provide a portfolio of accomplished Public Art projects showcasing their experience.
- C. Identification. Each Public Art piece shall be identified by a plaque stating the visual artist or public context designer's name, Public Art piece title, and date the work was dedicated. The plaque will be placed in an appropriate location near the Public Art piece that can be easily accessed by pedestrians.
- D. Installation. Except as otherwise provided in this Section, no Certificate of Occupancy shall be issued for the subject property until the required Public Art piece has been installed on the property. If such installation prior to the anticipated date of occupancy is impractical, the Zoning Administrator ~~City Manager or authorized designee~~ may allow occupancy of the building or portion thereof prior to installation of the Public Art piece, provided that the applicant has filed adequate security with the City to guarantee installation of the Public Art piece as required in the form of a bond, letter of credit, cash deposit, or similar security instrument, along with an agreement to install the required Public Art piece, in such amount and form as is acceptable to the Zoning Administrator ~~City Manager or authorized designee and the City Attorney~~. Such security may be drawn upon or liquidated and the funds transferred to the Public Art Fund if after one (1) year the Public Art is not installed.

1106 Public Art Valuation

- A. All Public Art required by this Section shall have a minimum valuation equal to one-quarter (0.25) percent of the valuation of the new construction, remodeling or replacement (hereinafter "Art Valuation"), subject to the following maximum investment caps based upon the net floor area of the development:
1. For projects of fifty thousand (50,000) to two hundred fifty thousand (250,000) square feet, a cap of one hundred thousand dollars (\$100,000).
 2. For projects of two hundred fifty thousand one (250,001) to three hundred thousand (350,000) square feet, a cap of one hundred twenty five thousand dollars (\$125,000).
 3. For projects of three hundred fifty thousand one (350,001) and greater square feet, a cap of one hundred fifty thousand dollars (\$150,000).
- B. The building valuation shall be based on the cost of construction established by the City's Building Division for purposes of calculating the building permit fees. The Art Valuation is determined when the applicant submits an application for a building permit. If the building valuation increases or decreases by ten (10) percent or more due to project modifications, additions or deletions, the Art Valuation shall be revised to reflect the increased or decreased building valuation as determined by the Building Division.

1. To provide Public Art in public places, including permanent and temporary exhibits, to further the intent and purpose of the Public Art Master Plan.
 2. To hold pooled monies for later purchase of Public Art.
- D. Distribution of Funds. The Avondale Municipal Art Committee shall make recommendations to the City Council regarding the use of monies collected in the Public Art Fund in keeping with the parameters of Sections 1108 and 1109.

1108 Procedure for Public Art on Site

- A. Selection. Developers who elect to provide a Public Art piece within the development may utilize the Avondale Municipal Art Committee catalog as a resource in selecting a visual artist or public context designer to ensure that the proposed piece (i) is in alignment with the Public Art Master Plan and other guidelines, and (ii) is appropriate to the site. However, the developer may also choose a visual artist or public context designer who is not represented in the catalog. Criteria to be considered in the selection of Public Art shall include the following:
1. Quality: The Public Art piece demonstrates originality, artistic excellence, and quality.
 2. Media: All visual forms and media may be considered as outlined in subsection 1105(B), subject to the approval of the Avondale Municipal Art Committee.
 3. Style: Public Art of all schools, styles, and tastes should be considered.
 4. Response to Site: Public Art and art places should be appropriate in scale, material, form, content, and value for the immediate, general, social, and physical environments with which they are to relate.
 5. Team Approach: Encourage the early involvement of the visual artist or public context designer as a member of the project design team.
 6. Durability: Consideration should be given to structural and surface integrity, permanence, and protection against theft, vandalism, weathering, excessive maintenance, and repair costs.
 7. Elements of Design: Consider that public art, in addition to meeting aesthetic requirements, may also serve to establish focal points, terminate areas, modify, enhance, or define specific spaces, or establish identity.
 8. Public Liability: Public Art and art places should be examined for unsafe conditions or factors that may bear on public liability.
 9. Diversity: Strive for diversity of style, scale, media, designers, community values, forms of expression, and equitable distribution of Public Art throughout the City.
- B. Application. Prior to submittal of an application, a pre-application conference with the Department as outlined in Section ~~107~~ 104 is required to become familiar with the requirements of this Section 11 and City procedures. The application materials will be provided to the applicant at this time. The Public Art application shall be submitted as part

- (Pennisetum ciliare), Fountain Grass (Pennisetum setaceum), African Sumac (Rhus lancea), Russian Olive (Elaeagnus angustifolia) and Tree of Heaven (Ailanthus altissima).
- b. Mulberry Trees (Morus sp.).
 - c. Olive Trees (Olea europaea) with the exception of the Swan Hill™ and Wilson™ Olive varieties.
5. Plant material that meets the planting criteria as set forth herein, but which is not found on the current ADWR Low Water Use/Drought Tolerant Plant List may be found acceptable for areas outside of street rights-of-way, subject to approval of the Zoning Administrator or authorized designee. Any material considered an invasive species shall not be permitted.
6. Tree Size Minimum Standards.
- a. ~~All single-trunk be two (2) inch caliper average size. Tree calipers for single-trunk trees shall be measured at twelve (12) inches above the ground.~~ All trees required on-site shall have a minimum box size of 24" inch.
 - b. ~~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.~~
 - c. All trees shall be specified in the schedule of plant material (required as part of the Preliminary Landscape Plan and the Final Landscape Plan) by ~~caliper~~, height, width and by any other relevant information which defines the exact specifications of the plant material being proposed. Trees specified by nursery container sizes only shall not be accepted.
 - d. All palm trees (fan palms, date palms, and queen palms) shall have a minimum twelve (12) foot trunk height measured from the base of the trunk to the base of the fronds.
7. All plants shall have full crowns, be fully rooted in their containers without being root-bound, and meet the criteria as specified on the drawings and meet or exceed industry standards.
8. Shrub and Vegetative Groundcover Minimum Criteria.
- a. All shrubs shall be no less than one (1) gallon in size. A minimum of seventy-five (75) percent of the required number of shrubs shall be at least five (5) gallons in size.
 - b. All groundcover plants shall be no less than one (1) gallon in size.

C. Irrigation

1. All landscaping shall be serviced with a permanent underground automated irrigation system designed in compliance with the “Minimum Standards for Landscape Irrigation” as published by the Arizona Chapter of the American Society of Irrigation Consultants. A backflow prevention assembly shall be provided and caged according to standard details adopted by the City. All irrigation systems and landscaped areas shall be designed, constructed and maintained so as to promote water conservation and prevent water overflow or seepage.
2. Any areas requiring native re-vegetation or restoration shall be irrigated with an underground automated irrigation system until all plants have been established as determined by the Zoning Administrator or authorized designee.

1204 Landscape Design Standards

A. General

1. Design Manuals.
 - a. All landscaping for Single-Family Residential development shall meet or exceed the guidelines for landscaping as set forth in the City’s Single-Family Residential Design Manual.
 - b. All landscaping for commercial, employment and/or multi-family Zoning Districts shall meet or exceed the guidelines for landscaping as set forth in the City’s ~~Commercial/Industrial/Multi-Family Design Manual~~ [the applicable Design Manual](#).
 - c. All landscaping in the public right-of-way shall meet or exceed the guidelines contained in the City of Avondale Street Tree Master Plan.
2. All development projects shall provide landscaping in all portions of the development site not required for buildings, structures and loading and vehicular access ways in accordance with the required landscape improvements as set forth herein.
3. Plant material shall be utilized to aid screening of parking, dumpster enclosures, outdoor storage areas, alleys, infrastructure such as utility cabinets, transformers, Wireless Facility or a Transmitting Tower equipment enclosures, backflow preventers, and service and utility areas. The property owner shall coordinate this screening requirement with the appropriate utility authorities to avoid access conflicts.
4. Plants and trees that have a mature width and/or height capable of interfering with overhead utility lines shall be located a minimum of ten (10) feet from the utility line alignment or at such other distance as required by the utility provider.
5. When the primary entrance of a building is more than one hundred fifty (150) feet from the nearest point of a public sidewalk, and the entrance is accessed by a pathway traversing a parking lot, an overhead shade structure or tree canopy is required along the

- ii. Twenty-five (25) feet where any Employment Zoning District or use abuts a Multi-Family Residential Zoning District or use.
 - c. No landscape buffers shall be required for Multi-Family residential uses contiguous with other Multi-Family Zoning Districts or uses.
 - c. The landscape buffer areas as set forth herein shall provide a vegetative screen improved with a minimum of one (1) tree and three (3) shrubs for every fifteen (15) lineal feet of the property boundary being screened.
 - d. Parking and maneuvering areas shall not be permitted in the landscape buffer.
6. Parking Lot Landscaping and Parking Structures.
- a. Parking lots shall have landscape treatments that provide shade and allow for line-of-sight surveillance. Except as otherwise provided in this Section, a minimum of fifteen (15) percent of all parking lot areas shall be landscaped. This requirement is exclusive of any on-site landscape area requirement as set forth herein.
 - b. Parking islands shall be installed at least every eight (8) consecutive parking spaces and located at the ends of each row of parking spaces. Such islands shall be a minimum of five (5) feet wide interior dimension measured from inside curb to inside curb, and a length equal to the adjacent parking stall length. Diamond-shaped parking islands are prohibited.
 - c. Parking islands shall be planted with at least one single-trunk shade tree compliant with the specifications in Section (A)(6) of this chapter. Tree species selection shall be made to provide maximum shade canopy and avoid excessive litter.
 - d. Landscaped medians shall be provided for all double rows of parking that exceed thirty (30) total spaces. Each median shall be a minimum width of ~~five (5)~~ six (6) feet exclusive of a two (2) foot parking overhang on both sides. Curb breaks may be provided to accommodate drainage flows. A deviation or alternative to this requirement may be considered by the Zoning Administrator or designee provided the intent of the landscape median is satisfied.
 - e. Parking areas shall include a minimum of twenty (20) foot wide landscaped medians to divide large parking fields into smaller areas of one hundred fifty (150) parking spaces or less. Medians must be oriented for pedestrian use and navigation and must include a minimum of five (5) foot wide sidewalks. The Zoning Administrator or authorized designee may waive this requirement for any project where buildings or pedestrian plazas serve to break the parking field into areas of one hundred fifty (150) spaces or less.
 - f. Each parking island shall contain a minimum of one (1) tree and five (5) shrubs, exclusive of perimeter landscaping and street trees. ~~Shrubs and trees in parking islands shall not be planted within the two (2) foot overhang at the head of a parking stall.~~ All shrubs in parking islands shall not exceed three (3) feet in height at maturity and be of a species that will not interfere with line-of-sight surveillance

of the area. Groundcover plants may be used in the parking islands if approved by the Zoning Administrator or authorized designee.

~~g.~~ The overhang area of two (2) feet in front of a parking stall shall not contain any trees or shrubs.

~~g.h.~~ Trees and lighting shall be located to avoid conflicts with each other and with existing and proposed structures.

~~h.i.~~ Parking lot light poles shall be placed within a landscaped area.

~~i.j.~~ Parking structures shall have perimeter landscaping consistent with building setbacks and designed to provide partial screening of walls and vehicle lights, shade along sidewalks and line-of-sight surveillance into parking structures.

7. Retention Basins.

- a. All on-site drainage retention areas, other than paved surfaces, shall be entirely landscaped. Storm water retention basins with maximum basin depth exceeding three (3) feet below grade shall not occupy more than fifty (50) percent of the on-site street frontage landscape setback area. Where maximum basin depth is less than or equal to three (3) feet and exceptional design is exhibited through contouring and landscaping, as determined by the Zoning Administrator or designee, a greater use of the frontage for retention purposes may be allowed.
- b. Retention basin slopes shall not exceed a four to one (4:1) ratio when planted, and shall not exceed a five to one (5:1) ratio in turf areas.
- c. Retention basins shall be designed to provide varying side slopes and natural contouring by meandering the top and toe of slopes. Rectilinear and geometric basin shapes shall only be allowed if approved by the Zoning Administrator or authorized designee.
- d. Retention basins, including basin bottoms, shall meet the landscape criteria set forth herein for street frontages.

8. Building Frontage.

- a. Foundation planting shall be required adjacent to buildings fronting on streets or drive aisles. A minimum of fifty (50) percent of the building frontage shall be landscaped as set forth herein.
- b. The minimum width for a foundation planter shall be five (5) feet, measured from the foundation to the nearest curb, sidewalk, or parking lot. The foundation planting area shall include, at a minimum, shrubs and groundcover. Trees shall be included when a foundation planter is adjacent to a sidewalk or pedestrian area.
- c. A deviation or alternative to the building frontage requirements, including but not limited to, raised planter with seatwalls and potted trees or shrubs, may be

considered by Zoning Administrator or authorized designee as long as the intent of the requirement is met.

9. Sight-Visibility Easements. All landscaping and plant materials installed within City of Avondale sight distance lines and/or within an Arizona Department of Transportation sight distance triangle shall be installed and maintained so that no shrub or groundcover shall exceed two (2) feet in height above the top of curb at maturity and all trees shall be limbed up to seven (7) feet of clearance.
10. All plant material utilized for screening of trash enclosures and service and utility areas, including Wireless Facility equipment enclosures, shall be a minimum five (5) gallon can size at a maximum four (4) feet on-center spacing. At Wireless Facility or Transmitting Tower locations, provide a minimum of ~~two~~ four (4) live thirty-five (35) foot tall trees at locations where “stealth” structures are proposed (i.e., palm trees at location of a “monopalm”).
11. Single-Family - New Residential Subdivision Developments: A landscaping package for each lot shall be provided by the builder/developer consisting of a minimum of two (2) trees per unit, as specified herein, to be planted adjacent to the street frontage.
12. Multi-Family: Common and open space areas adjacent to street frontages shall receive special landscaping treatment to provide an enhanced aesthetic setting for both the residents of the project and the general public. Special entry features, including architectural and vegetative treatments, shall be provided at major entrances into the development that reflects the unique identification of the community.

1205 Landscape Plans

- A. General Landscape Plan Requirements. Landscape plan submittals consisting of a preliminary landscape plan, a final landscape plan and a landscape maintenance schedule shall be prepared, submitted and approved for all applicable development projects in accordance with the procedures and requirements set forth herein and as required under Section 1 of this Zoning Ordinance. All plans shall be stamped and signed by a registered Landscape Architect licensed in the State of Arizona.
- B. Preliminary Landscape Plan. The Preliminary Landscape Plan shall illustrate the site layout, site amenities, plant material and plant locations. The Preliminary Landscape Plan shall include the following information:
 1. Proposed locations for all landscape material, organic and inorganic.
 2. A preliminary landscape materials schedule identifying each plant’s common and botanical name, plant sizes and quantities, and the specification, size, and color of any inert materials.
 3. Preliminary landscape details and construction notes, including the required City of Avondale notes.

2. All walls and fences for Commercial, Employment and/or Multi-Family development projects shall meet or exceed the guidelines set forth in the ~~Design Manual for Commercial/Industrial/Multi-Family for the City of Avondale~~ the applicable Design Manual.
3. All walls and fences shall meet all current building code material and construction standards. Minimum finished wall thickness shall be no less than six (6) inches.
4. All walls shall be articulated to create visual interest by means such as, but not limited to, a change in plane and/or height, an integration of curves, material and color accents, pillars, or sculptural insets.
 - a. All walls along arterial or collector streets, with a continuous length greater than one hundred fifty (150) feet shall use a horizontal undulating pattern or offset at minimum intervals of fifty (50) feet to provide variety and visual interest. The undulation/offset depth parallel to the street line shall be a minimum of three (3) feet.
 - b. A minimum of two (2) different types of materials or treatments is required for every wall on site. Wall materials shall be six (6) or eight (8) inches wide, cast-in-place concrete, precast concrete block, natural stone, or a similar solid, durable, equal or better quality material and shall conform to the following:
 - i. Wall materials shall complement the primary on-site building materials and colors.
 - ii. Color and texture variations may constitute a change in materials, however. A change in materials shall not exceed two (2) types of materials. More than two (2) types of material changes must be approved by the Zoning Administrator or authorized designee.
 - iii. Material accents, sculptural insets and other aesthetic wall treatments shall be considered a separate material use as approved by the Zoning Administrator or authorized designee.
 - iv. Walls that are completely veneered with stone, brick, or other similar quality materials may be excluded from this requirement if approved by the Zoning Administrator or authorized designee.
 - v. The color and texture of stucco walls shall complement the primary on-site building materials and colors.
 - vi. Split-faced, scored, or similar decorative types of block shall not be stuccoed.
 - vii. Proposed wall materials, colors, and textures, as well as the proposed aesthetic treatments shall be submitted with the Preliminary Site Plan.
5. Walls shall be opaque and linear when separating different land uses. All masonry unit walls shall have a decorative cap not to exceed the maximum wall height allowed.

- B. A medical marijuana dispensary shall have operating hours not earlier than 9:00 a.m. and not later than ~~6:00 p.m.~~ 8:00 p.m.
- C. A medical marijuana dispensary or medical marijuana cultivation location shall:
1. Be located in a permanent building and may not be located in a trailer, cargo container, mobile or modular unit, mobile home, recreational vehicle or other mobile vehicle.
 2. Not have drive-through service.
 3. Not emit dust, fumes, vapors or odors into the environment.
 4. Not provide off-site delivery of medical marijuana.
 5. Prohibit consumption of marijuana on the premises.
 6. Not have outdoor seating areas, but shall have adequate indoor seating to prevent outside loitering.
 7. Display a current City of Avondale business license and a State of Arizona tax identification number.
 8. Install lighting to illuminate the exterior and interior of the building and all entrances and exits to the facility. Exterior lighting shall be at least five (5) foot candles, measured at ground level, and shall remain on during all hours between sunset and sunrise each day. Twenty-four (24) hours each day, the medical marijuana dispensary or medical marijuana cultivation location shall illuminate the entire interior of the building, with particular emphasis on the locations of any counter, safe, storage area and any location where people are prone to congregate. The lighting must be of sufficient brightness to ensure that the interior is readily visible from the exterior of the building from a distance of one hundred (100) feet.
 9. Provide security guards at the main entrances and exits during all hours of operation. For the purposes of this Section, “security guard” shall mean licensed and duly bonded security personnel registered pursuant to ARIZ. REV. STAT. § 32-2601 *et seq.* Prior to opening for business, the medical marijuana dispensary or medical marijuana cultivation location shall provide all property owners within a five hundred (500) foot radius of the medical marijuana dispensary or medical marijuana cultivation location with written notification via first class U.S. Mail of the security company responsible for providing its security services.
 10. Have an exterior appearance compatible with commercial structures already constructed or under construction within the immediate neighborhood to insure against blight, deterioration, or substantial diminishment or impairment of property values in the vicinity.
 11. Allow unrestricted access by City code enforcement officers, police officers or other agents or employees of the City requesting admission for the purpose of determining compliance with these standards.