

**Tempe City Council
Regular Council Meeting
Harry E. Mitchell Government Center
Tempe City Hall - City Council Chambers
31 East Fifth Street, Tempe, Arizona
Thursday, January 14, 2016
6:00 PM**

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

1. **INVOCATION - Councilmember Navarro**
2. **PLEDGE OF ALLEGIANCE**
3. **MINUTES - Councilmember Granville**
 - A. Approval of City Council Meeting Minutes
 1. Regular City Council Meeting - November 12, 2015 and December 3, 2015
 2. Executive Session - December 17, 2015
 - B. Acceptance of Board, Commission and Committee Meeting Minutes
 1. Development Review Commission - October 13, 2015 and October 27, 2015
 2. Development Review Commission Study Session - October 13, 2015 and October 27, 2015
 3. History Museum and Library Advisory Board - November 4, 2015
 4. Mayor's Youth Advisory Commission - December 1, 2015
 5. Municipal Arts Commission - November 18, 2015
 6. Parks, Recreation, Golf and Double Butte Cemetery Advisory Board - November 18, 2015
 7. Tempe Sustainability Commission - November 16, 2015
4. **REPORTS AND ANNOUNCEMENTS**
 - A. Mayor's Announcements
 1. **Kate Hanley Proclamation**
 - B. City Manager's Announcements
 1. **Water Conservation Program Update**
5. **CONSENT AGENDA**

All items listed on the Consent Agenda will be considered as a group and will be enacted with one motion by the City Council unless an item is removed for separate consideration. Members of the public may remove public hearing items for separate consideration. Public hearing items are designated by an asterisk (*). Councilmembers may remove any item for separate consideration.

A. Miscellaneous Items

- 5A1.** Approve the November 2015 Report of Claims Paid to be filed for audit.

Fiscal Impact: Total payments in November \$13,315,346.05.

- 5A2.** Authorize the City Manager to transfer up to \$300,000 from the General Fund Contingency budget to pay expenses associated with obtaining a Certificate of Necessity for 9-1-1 ground ambulance operations.

Fiscal Impact: This is the first proposed use of the \$1.5 million General Fund Contingency budget in fiscal year 2015-16. Expenditures paid with this transfer of contingency funds will be limited to \$300,000.

- 5A3.** Approve an Amended Subdivision Plat for ONE HUNDRED MILL, located at 100 South Mill Avenue. The applicant is Michael Brekka, Douglas Wilson Companies. (*This item was continued from the December 17, 2015 Regular Council Meeting*)

Fiscal Impact: There is no fiscal impact on City funds.

- 5A4.** Approve an Amended Subdivision Plat for AMENDED HARRY T. RESIDENCE, located at 1101 East Warner Road. The applicant is Harry Tahiliani.

Fiscal Impact: There is no fiscal impact on City funds.

- 5A5.** Approve the agreement between Arizona State University Department of Sun Devil Athletics, The Tempe Convention and Visitors Bureau, and the City of Tempe to host the National Kajikawa Softball Tournament.

Fiscal Impact: Tempe agrees to provide the facility, pre-tournament materials and services to support the Kajikawa Softball Tournament. Funds will come from Community Services cost center 2522 (General Fund) for \$3,700 in facility preparation expenditures. Funds will come from Public Works cost center 2559 (General Fund) for \$9,492 for facility preparation. In-kind City services total \$13,192 and are specific to improving the quality of the complex to NCAA Tournament expectations.

- 5A6.** ~~REMOVED/DELETED AT THE REQUEST OF STAFF~~ Approve and authorize the Mayor to execute a memorandum of understanding with Arizona State University to host an early voting site at Arizona State University's main campus for the City's March 8, 2016 General/Special Election.

Fiscal Impact: There is no fiscal impact to the City. The estimated cost for the early voting site workers is approximately \$2,500; however, Arizona State University (ASU) will reimburse the City for all costs associated with the early voting site.

- 5A7.** Authorize the Mayor to execute the Settlement Agreement and all related documents regarding the matter of City of Tempe v Trucks West.

Fiscal Impact: The City has received \$410,000 from the sale of two trucks and the City will receive proceeds from the sale of the third truck in any future transaction.

- 5A8. Approve a performance agreement with Childsplay, Inc., to provide 1,000 tickets per year for ten years and five months free of charge to Tempe elementary schools to make performance art accessible to youth. **Material added**

Fiscal Impact: The City will pay fees of \$200,000 (\$1,600 per month for the term of ten (10) years and five (5) months).

B. Award of Bids/Contracts

- 5B1. Approve the renewal of a one-year contract with AP Fire Protection, LLC for the inspection, servicing, repairing, and upgrading of fire alarms and fire extinguishers throughout the City.

Fiscal Impact: Total cost of this contract will not exceed \$85,000 during the one-year renewal period. Sufficient funds have been appropriated in the General Fund – cost center 3241 (Facilities Services) – for the anticipated expenditures in the current fiscal year.

- 5B2. Approve the renewal of a one-year contract with Fluoresco Services for area and path lighting maintenance and repairs.

Fiscal Impact: Total cost of this one-year contract renewal will not exceed \$150,000. Sufficient funds have been appropriated in the Transit Fund – cost center 3914 (Transit Operations) – and the General Fund – including cost centers 2550 (Park Maintenance) and 3240 (Facility Maintenance) – for the anticipated expenditures in the current fiscal year.

- 5B3. Approve one-year contract renewals with Foster Electric Motor Service, Inc., The Pump Company, and Weber Water Resources, LLC, to maintain and repair equipment and purchase parts for City-owned well facilities.

Fiscal Impact: Total combined cost of the two-year renewals will not exceed \$700,000. Sufficient funds have been appropriated in the General Fund – cost center 2554 (Parks Maintenance – Rio Salado), Golf Fund – cost center 2512 (Ken McDonald Golf Course), and Water/Wastewater Fund – cost centers 3016 (Water Field Facilities) and 3035 (Wastewater Field Facilities).

- 5B4. Award a contract to EBWC, Inc. dba CASM to purchase and install 18 replacement air conditioning units at the Westside Multi-Generational Center.

Fiscal Impact: Total cost of this one-year contract will not exceed \$110,000. Sufficient funds have been budgeted in the General Governmental CIP Fund – cost center 6873 (HVAC Equipment Replacement) – for the anticipated spending in the current fiscal year.

- 5B5. Award a one-year contract with four, one-year renewal options to North Star Destination Strategies, which will act as the consultant for the ‘Branding of Tempe’ project.

Fiscal Impact: Total cost of this one-year contract will not exceed \$100,000. Sufficient funds have been budgeted in the Restricted Revenue & Donations Fund – cost center 44106 (Tempe 11) – for the anticipated expenditure in the current fiscal year.

- 5B6.** Approve the award of one-year contracts with four, one-year renewal options to Border States Industries, Capital Electric Supply, Summit Electric Supply, and Wesco Distribution to purchase electrical supplies.

Fiscal Impact: Total cost of these four contracts will not exceed \$400,000 during the one-year contract period. Sufficient funds have been appropriated in multiple funds including the General, Water/Wastewater, Transit, Highway User, and Capital Improvement Projects.

- 5B7.** Award two-year contracts with three, one-year renewal options to Arizona Catering, Inc., Atlasta Catering Service, Inc., Santa Barbara Catering Company, The Herb Box, Fabulous Food, Heidi's Events and Catering, Inc., Dancing Chef Catering, and The Dhaba to provide catering services at the Tempe Center for the Arts.

Fiscal Impact: This is a no cost contract to the City. The City will receive commission revenues and annual listing fees from all awarded firms.

- 5B8.** Award job order no. 3 to Achen-Gardner Construction L.L.C. and a professional services consultant contract to CDM Smith Inc. for sewer replacement at Carver Ranch Estates, south of Carver Road between Rural and Kyrene Roads.

Fiscal Impact: The total job order amount is \$797,755.67, the professional services contract amount is \$56,955, and the project contingency amount is \$80,000. Funds to cover these contracts and related costs are appropriated for fiscal year 2015/16 in Capital Improvement Project No. 3299969, Collection System and Pump Station Replacement and Repair.

- 5B9.** Approve one-year contract renewals with Artistic Land Management and Somerset Landscape Maintenance for residential landscape services to be overseen by the Community Development Department.

Fiscal Impact: There is no fiscal impact to the City for these contracts. Costs for landscape services will be paid by the Tempe resident who agrees to utilize the service.

C. Resolutions

- 5C1.** Adopt a resolution adopting the APACHE CHARACTER AREA PLAN, dated December 2015; consisting of character area maps, placemaking principles, and an appendix. The applicant is the City of Tempe. (Resolution No. R2016.02)

Fiscal Impact: There is no fiscal impact on City funds.

- 5C2.** Adopt a resolution adopting the ALAMEDA CHARACTER AREA PLAN, dated December 2015; consisting of character area maps, placemaking principles, and an appendix. The applicant is the City of Tempe. (Resolution No. R2016.03)

Fiscal Impact: There is no fiscal impact on City funds.

- 5C3.** Adopt a resolution approving the City Manager's designation of Residential Permit Parking Area 18 to include a portion of Miller Road north of Curry Road. (Resolution No. R2016.04)

Fiscal Impact: N/A

- 5C4.** Adopt a resolution approving the City Manager's designation of Residential Permit Parking Area 16 to include portions of 14th Street, 15th Street, 16th Street, Wilson Street, and Farmer Avenue in the Clark Park neighborhood. (Resolution No. R2016.05)

Fiscal Impact: N/A

- 5C5.** Adopt a resolution to enter into an agreement between the City of Tempe and the Arizona State Parks Board to accept funds for continuation of the Tempe Historic Preservation Office intern program. (Resolution No. R2016.06)

Fiscal Impact: The amount of the grant award is \$20,000, with a \$10,000 participant match requirement that will be funded using previously received Native American gaming grants. Sufficient budget appropriation for expenditure of this grant is authorized in the Governmental Grants Fund (Fund 46) as part of the fiscal year 2015/16 adopted budget.

- 5C6.** Adopt a resolution authorizing the Mayor to execute an intergovernmental agreement with the Arizona Health Care Cost Containment System Administration to allow Hacienda HealthCare to receive federal matching funds from a tribal revenue-sharing grant; and an indemnity agreement with Hacienda HealthCare to address provisions under federal law. (Resolution No. R2016.07)

Fiscal Impact: There is no fiscal impact to the City of Tempe. Salt River Pima Maricopa Indian Community awarded Hacienda HealthCare \$135,000 from its annual 12% local revenue-sharing contribution for 2015. The City of Tempe is serving as a pass through for the entire awarded amount of \$135,000. Sufficient budget appropriation for expenditure of this grant was authorized in the Governmental Grants Fund (Fund 46) as part of the fiscal year 2015-16 adopted budget.

- 5C7.** Adopt a resolution supporting an application by Newtown Community Development Corporation for fiscal year 2016 federal HOME Funds. (Resolution No. R2016.08)

Fiscal Impact: Sufficient budget appropriation for staff time spent administering the contract has been appropriated in Housing Services HOME cost center 2855. No additional City funds are required.

- 5C8.** Adopt a resolution approving the Third Amendment to the Development and Disposition Agreement between Farmer Arts, LLC and the City of Tempe. (Resolution No. R2016.09)

Material added

Fiscal Impact: There is no fiscal impact to the City for the Third Amendment.

6. NON-CONSENT AGENDA

All items listed on the Non-Consent Agenda will be considered separately. Agenda items scheduled for Introduction and First Public Hearing will be heard, but will not be voted upon at this meeting. Agenda items scheduled for Second Public Hearing and Final Adoption will be voted upon tonight.

Quasi-judicial items are indicated by "q-j". The City Council sits as a quasi-judicial body when hearing variances. In this situation, the City Council must conduct itself as a court, not as a legislative body. Pre-meeting contact with the City Council on quasi-judicial matters is prohibited. Any materials or conversations concerning the item shall only be presented to the City Council at the scheduled public hearing.

A. Miscellaneous Items/Bids/Contracts/Resolutions

- 6A1.** Approve a change order and a storm drain and bridge repair allowance to a construction manager at risk construction contract with PCL Construction, Inc. for removal of the existing downstream and upstream rubber bladders at Tempe Town Lake and approve the transfer of budget appropriation from General Fund Contingency to cover the cost of this change order.

Fiscal Impact: The construction change order amount is \$1,020,056 and the storm drain and bridge repair allowance amount is \$250,000. Funding to cover this change order will be transferred from the fiscal year 2015/16 General Fund Contingency, appropriated in cost center 3580, to Capital Improvement Project No. 6504221, Town Lake Dam Replacement. Funding to cover the storm drain and bridge repair allowance is budgeted in the following Capital Improvement Projects: Community Facilities District (\$50,000), Storm Drain Improvements - 5899971 (\$100,000), and Bridge Maintenance - 5499891 (\$100,000).

This is one of two proposed uses of the \$1.5 million General Fund Contingency budget in fiscal year 2015/16. The other is authorization for the City Manager to use up to \$300,000 for the costs associated with the Fire Medical Rescue Department's application for a Certificate of Necessity.

- 6A2.** Award a construction manager at risk construction services contract to Hunter Contracting Co. and a professional services consultant contract to C. Williams Construction Engineering, Inc. for sewer replacement within the Maple Ash neighborhood and on 10th Street.

Fiscal Impact: The construction services contract amount is \$1,775,486.20, the professional services contract amount is \$62,400, and the project contingency amount is \$180,000. Funds to cover these contracts and related costs are appropriated for fiscal year 2015/16 in Capital Improvement Project No. 3299969, Collection System and Pump Station Replacement and Repair.

B. Ordinances and Items for Introduction and First Hearing

- *6B1.** Introduce and hold the first public hearing to adopt an ordinance authorizing the abandonment of certain storm drain easements in the vicinity of South Cedar Street and East Apache Boulevard to facilitate development of the project at 1221 East Apache Boulevard. The second and final public hearing is scheduled for January 28, 2016. (Ordinance No. O2016.04)

Fiscal Impact: N/A

- *6B2.** Introduce and hold the first public hearing to adopt an ordinance authorizing the abandonment of certain fire line easements in the vicinity of South Cedar Street and East Apache Boulevard to facilitate development of the project at 1221 East Apache Boulevard. The second and final public hearing is scheduled for January 28, 2016. (Ordinance No. O2016.05)

Fiscal Impact: N/A

- *6B3.** Introduce and hold the first public hearing to adopt an ordinance authorizing the abandonment of certain sewer line easements in the vicinity of South Cedar Street and East Apache Boulevard to facilitate development of the project at 1221 East Apache Boulevard. The second and final public hearing is scheduled for January 28, 2016. (Ordinance No. O2016.06)

Fiscal Impact: N/A

- *6B4.** Introduce and hold the first public hearing to adopt an ordinance for an Amended Planned Area Development Overlay, and a Development Plan Review consisting of a mixed-use development for THE PIER, located at 1190 East Vista del Lago Drive. The applicant is Darin Sender of Sender Associates. The second and final public hearing is scheduled for January 28, 2016. (Ordinance No. O2016.07)

Fiscal Impact: While this ordinance change does not directly impact revenue, the planned development will result in collection of the standard development fees, calculated according to the approved fee structure at the time of permit issuance.

C. Ordinances and Items for Second Hearing and Final Adoption

- *6C1.** Hold the second and final public hearing to adopt an ordinance authorizing the abandonment of a certain water line easement in the vicinity of South Cedar Street and East Apache Boulevard to facilitate development of the project at 1221 East Apache Boulevard. (Ordinance No. O2016.01)

Fiscal Impact: N/A

- *6C2.** Hold the second and final public hearing to amend Chapter 14 of the Tempe City Code, relating to Fire Prevention and Protection by adopting updated local amendments to the 2012 Edition of the International Fire Code. (Ordinance No. O2016.02)

Fiscal Impact: There is no fiscal impact on City funds.

- *6C3.** Hold a public hearing to adopt a resolution authorizing a General Plan Projected Density Map Amendment from Medium to High Density (up to 25 du/ac) to High Density-Urban Core (more than 65 du/ac); hold the second and final public hearing to adopt an ordinance for a Zoning Map Amendment from GID to MU-4 and a Planned Area Development Overlay; and, approve a development plan review for CRESCENT RIO consisting of a new mixed-use development containing 356 units and 5 live-work units, located at 700 West 1st Street. The applicant is Charles Huellmantel, Huellmantel & Affiliates. (Note, the General Plan Amendment requires an affirmative vote of at least two-thirds (2/3) of the City Council; therefore a Council vote of 5 of 7 is required for approval.) (Ordinance No. O2016.03; Resolution No. R2016.01) City Clerk's note: The applicant has requested that this item be continued to the January 28, 2016, Regular Council Meeting. Material revised/added

Fiscal Impact: While this ordinance change does not directly impact revenue, the planned development will result in collection of the standard development fees, calculated according to the approved fee structure at the time of permit issuance.

7. CURRENT EVENTS/COUNCIL ANNOUNCEMENTS/FUTURE AGENDA ITEMS

8. PUBLIC APPEARANCES

According to the Arizona Open Meeting Law, the City Council may only discuss matters listed on this agenda. Matters discussed by the public during public appearances cannot be discussed by the City Council unless they are specifically listed on this agenda. There is a three-minute time limit per speaker. Speaker's visual aids or recorded tapes are not allowed.

Members of the public shall refrain from making personal, impertinent or slanderous remarks and from becoming boisterous while addressing the City Council or while attending the meeting. Unauthorized remarks from the audience, clapping, stomping of feet, yelling or any similar demonstrations are also prohibited.

Violations of these rules may result in removal from the City Council meeting.

- A. Scheduled
- B. Unscheduled

Legal Advice: If necessary, the City Council may vote to adjourn to executive session for the purpose of obtaining legal advice from the Council's attorney on any matter listed on the agenda pursuant to A.R.S §38-431.03(A)(3).

The City of Tempe endeavors to make all public meetings accessible to persons with disabilities. With 72 hours advance notice, special assistance can also be provided for sight and/or hearing impaired persons at public meetings. Please call (480) 350-2905 (voice) or (480) 350-2750 (TDD) to request an accommodation to participate in the City Council meeting.

**Agendas are also available at <http://www.tempe.gov/clerk>.
Watch this meeting live on Cox cable channel 11 or www.tempe.gov/tempe11.
Video replay of this meeting is available the next day at www.tempe.gov/tempe11.**



Minutes Regular City Council Meeting November 12, 2015

Minutes of the Regular Council Meeting of Thursday, November 12, 2015, held at 6:00 p.m. in the Harry E. Mitchell Government Center, Tempe City Hall, City Council Chambers, 31 E. Fifth Street, Tempe, Arizona.

COUNCILMEMBERS PRESENT:

Mayor Mark W. Mitchell
Councilmember Robin Arredondo-Savage
Councilmember Lauren Kuby
Councilmember David Schapira

Vice Mayor Corey D. Woods
Councilmember Kolby Granville
Councilmember Joel Navarro

STAFF PRESENT:

Andrew Ching, City Manager
Ken Jones, Deputy City Manager – Chief Financial Officer
Steven Methvin, Deputy City Manager – Chief Operating Officer
Dave Nakagawara, Community Development Director
Various Department Heads or their representative

Judi Baumann, City Attorney
Brigitta M. Kuiper, City Clerk
John Rush, Assistant Police Chief
Ryan Levesque, Dep. Community Dev. Dir. – Planning

Mayor Mitchell called the meeting to order at 6:12 p.m.

1. Councilmember Schapira gave the invocation.
2. Mayor Mitchell led the audience in the **Pledge of Allegiance**.
3. **MINUTES**

A. Approval of City Council Meeting Minutes

Motion by Councilmember Kuby to approve agenda items 3A1 – 3A4; second by Councilmember Arredondo-Savage. Motion passed unanimously on a voice vote 7-0.

1. Regular City Council Meeting – August 27, 2015, September 10, 2015 and September 24, 2015
2. Executive Session – October 22, 2015
3. City Council Special Calendar Meeting – October 22, 2015
4. City Council Work Study Session – May 14, 2015

B. Acceptance of Board, Commission and Committee Meeting Minutes

Motion by Councilmember Kuby to accept items 3B1 – 3B8; second by Vice Mayor Woods. Motion passed unanimously on a voice vote 7-0.

1. Development Review Commission – August 11, 2015 and August 25, 2015
2. Development Review Commission Study Session – August 11, 2015 and August 25, 2015
3. Hearing Officer – October 6, 2015
4. Historic Preservation Commission – September 10, 2015
- *5. History Museum and Library Advisory Board – September 9, 2015 and October 7, 2015

6. Mayor's Youth Advisory Commission – September 29, 2015 and October 20, 2015
7. Mayor's Youth Advisory Commission Community Service Project Subcommittee – October 8, 2015 and October 27, 2015
8. Parks, Recreation, Golf and Double Butte Cemetery Advisory Board – September 23, 2015

**City Clerk's Note: The City Council's agenda packet did not include item 3B5, meeting minutes from the History Museum and Library Advisory Board meetings; therefore, those minutes were placed on the December 3, 2015 Regular Council Meeting agenda for Council's consideration.*

4. REPORTS AND ANNOUNCEMENTS

- A. Mayor's Announcements – None.
- B. City Manager's Announcements – None.

5. CONSENT AGENDA

All items listed on the Consent Agenda will be considered as a group and will be enacted with one motion by the City Council unless an item is removed for separate consideration. Members of the public may remove public hearing items for separate consideration. Public hearing items are designated by an asterisk (*). Councilmembers may remove any item for separate consideration.

Motion by Councilmember Arredondo-Savage to approve the consent agenda; second by Vice Mayor Woods. Motion passed unanimously on a roll call vote 7-0.

A. Miscellaneous Items

- 5A1. Approved the September 2015 Report of Claims Paid to be filed for audit.

Fiscal Impact: Total payments in September: \$15,554,630.02.

- 5A2. Approved a Capital Improvements Program budget appropriations transfer in fiscal year 2015/16 from Parks Grant Contingency to establish spending authority for the Escalante Park Improvements project in the Park Improvements/Recreation Program capital budget.

Fiscal Impact: The funding source for the project budget is entirely from grants. \$450,000 of the \$500,000 fiscal year 2015/16 appropriations will be transferred from Capital Improvement Project No. 6309863, Parks Grant Contingency, to Capital Improvement Project No. 6307921, Infrastructure Improvements – Escalante Park. Total Capital Improvement Program appropriations will not increase as a result of the transfer.

- 5A3. Approved a renewal of the management agreement between the City of Tempe and the Friends of the Tempe Public Library, a non-profit corporation, to manage and operate the Connections Café within the Tempe Public Library building. **(Contract #2006-65A)**

Fiscal Impact: There is no fiscal impact. The financial terms of the agreement will not change as a result of the renewal.

- *5A4. Held a public hearing and recommended the approval of a series 06 bar liquor license for Seven Thirteen Inc., dba Baseline Sports Bar, 201 East Baseline Road.

Fiscal Impact: N/A

- *5A5. Held a public hearing and recommended the approval of an acquisition of control of a series 12 restaurant liquor license for Thomas Brodie Inc., dba Cornish Pasty Co., 960 West University Drive, Suite 103.

Fiscal Impact: N/A

- *5A6. Held a public hearing and recommended the approval of a series 12 restaurant liquor license for Thomas Brodie Inc., dba Cornish Pasty, 425 South Mill Avenue, Suite 111.

Fiscal Impact: N/A

- *5A7. Held a public hearing and recommended the approval of a series 09 liquor store license for One Brother 1 Inc., dba Valero In The Zone, 1925 North Scottsdale Road.

Fiscal Impact: N/A

- *5A8. Held a public hearing and recommended the approval of a series 06 bar liquor license for True Country Enterprises LLC, dba Moonshine Whiskey Bar & Grill, 410 South Mill Avenue, Suite D101.

Fiscal Impact: N/A

- *5A9. Held a public hearing and recommended the approval of a series 12 restaurant liquor license for Chanpen, LLC, dba Chanpen Thai Cuisine, 2700 West Baseline Road, Suite 126.

Fiscal Impact: N/A

- *5A10. Held a public hearing and recommended the approval of a series 12 restaurant liquor license for Coffee House Holdings Inc., dba Starbucks Coffee #21646, 1741 East Warner Road.

Fiscal Impact: N/A

- 5A11. Authorized the Mayor to execute the Settlement Agreement regarding the matter of Ali v City of Tempe. (Contract #2015-246)

Fiscal Impact: The total amount of the settlement is \$237,500. Sufficient funds have been appropriated in Risk Management Fund cost center 2611 (Liability Claims/Risk).

B. Award of Bids/Contracts

- 5B1. Awarded a 20-month contract with five, one-year renewal options to mk Solutions, Inc. for the purchase and installation of a Radio Frequency Identification security system and an automated materials handling system for the Tempe Public Library. (Contract #2015-247)

Fiscal Impact: Total cost of this contract will not exceed \$324,786.45 during the initial 20-month contract period. Sufficient funds are available in General Fund cost centers 2440 (Library) and 2445 (Library Public Access Printing), and General Governmental Capital Improvement Project Fund cost center 670629 (Library Software Upgrade) for the anticipated expenditures.

- 5B2. Approved the utilization of one-year State of Arizona contracts with Logicalis Group and Premise One Inc. for data and telecommunications cabling, fiber optic installation and repair services in City buildings and streets.

Fiscal Impact: Total combined cost of these two contracts will not exceed \$200,000 during the one-year contract period. Sufficient funds have been appropriated in General Fund cost center 1993 (Information Technology – Network Engineering) and other City-wide cost centers as needed for the anticipated expenditures.

- 5B3. Approved an increase in the contract amount with Scutari and Company who acts as a funding consultant for the Tempe Streetcar Project.

Fiscal Impact: Total spending on this contract will not exceed \$75,000 and will increase the contract amount from \$49,999 to \$75,000. Sufficient funds have been appropriated in the Transit Fund – cost center 3921 (Light Rail Operation) – for the anticipated expenditures in the current fiscal year.

- 5B4. Approved the utilization of a one-year Western States Contracting Alliance cooperative contract with Verizon Wireless for the purchase of a wide variety of wireless devices and airtime services to include cellular phones, smart phones, tablets, laptops, and hotspot devices.

Fiscal Impact: Total cost of this contract shall not exceed \$760,000 for the one-year contract term. Sufficient funds have been appropriated in various City-wide cost centers for the anticipated expenditures during the current fiscal year in the General, Court Enhancement, Governmental Grants, Section 8 Housing, Highway User Revenue, Transit, Performing Arts, Solid Waste, and Water/Wastewater Funds. This contract is widely used throughout the City and is charged to approximately 60 different cost centers.

- 5B5. Approved a two-year contract renewal with Phoenix Pumps, Inc., for the maintenance, purchase, and repair of small to medium-sized water and chemical dosing pumps.

Fiscal Impact: Total cost of the two-year renewal will not exceed \$350,000. Sufficient funds have been appropriated in the Water/Wastewater Fund – cost centers 3013 (Johnny G. Martinez Plant), 3014 (South Tempe Water Plant), 3016 (Water Field Facilities), 3034 (Kyrene Water Reclamation Plant), and 3035 (Wastewater Field Facilities) for the anticipated expenditures.

- 5B6. Awarded a professional services consultant contract to Wilson Engineers, L.L.C. for design of a waterline replacement at Brentwood Manor and Tempe Royal Palms. **(Contract #2015-248)**

Fiscal Impact: The professional services consultant contract amount is \$211,170. Funds to cover this contract were approved and are appropriated for fiscal year 2015/16 in Capital Improvement Project No. 3204969, Water System Rehabilitation or Replacement of Aging Infrastructure.

C. Resolutions

- 5C1. Adopted **RESOLUTION NO. R2015.119** approving the Implementation Strategy for the Tempe Arts and Culture Plan.

Fiscal Impact: The financial impact will vary for portions of the plan and will depend on how each recommendation is developed. There is no financial request attached to this specific action, but as recommendations are reviewed with the appropriate stakeholders and staff, items will return to Council for discussion and direction, which will include fiscal impacts.

- 5C2. Adopted **RESOLUTION NO. R2015.120** authorizing the City Council to approve and the Mayor to execute the City of Tempe 2015 Federal Transit Administration Title VI Program Update relating to Environmental Justice in minority and low income populations.

Fiscal Impact: N/A

- 5C3. Adopted **RESOLUTION NO. R2015.121** authorizing the Mayor to execute an Intergovernmental Agreement between the Tempe Union High School District and the City of Tempe for the provision of school-based prevention programming services. **(Contract #2015-249)**

Fiscal Impact: The amount of the grant funding for these services is not to exceed \$35,000 payable before June 30, 2016. Sufficient budget appropriations for expenditure of this grant were authorized in the Governmental Grants and Donations Fund (Fund 46), as part of the fiscal year 2015-16 adopted budget.

- 5C4. Adopted **RESOLUTION NO. R2015.122** approving and authorizing the Mayor to execute an intergovernmental agreement with the City of Phoenix to enter into a two-year pilot program for the use of the City of Phoenix's campaign finance database. **(Contract #2015-250)**

Fiscal Impact: The cost to utilize the electronic filing system for a two-year pilot program is \$3,000, with an additional cost of \$19,556.38 to purchase the infrastructure and software needed for the system. Sufficient funds are budgeted in General Fund, Cost Center 1320 (Political Elections) for the cost to access the proposed system and a budget transfer of \$19,556.38 from Cost Center 3526 (Non-departmental) to Cost Center 1320 will accommodate the purchase of the necessary infrastructure and software. The projected excess budget in Cost Center 3526 is a result of reduced costs for City-sponsored events budgeted in the Non-departmental cost center.

6. NON-CONSENT AGENDA

All items listed on the Non-Consent Agenda will be considered separately. Agenda items scheduled for Introduction and First Public Hearing will be heard, but will not be voted upon at this meeting. Agenda items scheduled for Second Public Hearing and Final Adoption will be voted upon tonight.

A. Miscellaneous Items/Bids/Contracts/Resolutions

- 6A1. **Contract renewals with G4S Secure Solutions and Truly Every Assignment Matters, LLC to provide security officer services.**

Councilmember Granville stated that he supports agenda item 6A1. He discussed the difference in wage rates for private security personnel versus police department personnel, including overtime needed for special event police coverage. He requested that a police department representative discuss the possibility of expanding the use of private security in place of police officers for various activities, including special events, as long as it does not jeopardize public safety. The cost savings would remain in the Police Department budget, to be used in more effective ways.

John Rush, Assistant Police Chief, stated that the Police Department will explore the use of G4S security for special events on a case by case basis. The assessments will balance public safety needs with fiscal responsibility.

Councilmembers and Chief Rush discussed potential opportunities for expanding the use of private security to assist with police department activities. Councilmembers voiced support for having police officers, versus private security, at special events pay where the event organizer pays 100% of the security costs. Police officers are trained and have the authority to arrest or detain individuals; there could be potential legal ramifications with the use of private security. Councilmembers expressed support for being fiscally responsible. Private security should be considered in areas that provide cost savings to the City; cost savings could be added to police salaries or used for overtime. The use of private security resources in Escalante Park has been beneficial to the community. There is value in having the presence of City employees at special events; community interaction is important.

Councilmember Granville emphasized that private security resources could supplement police department resources; it is not intended that there be no police officers at events. He requested that Police Department staff provide information in a memorandum so that Councilmembers can review the information and determine whether or not this approach would be feasible.

Motion by Councilmember Granville to approve agenda item 6A1; second by Councilmember Schapira. Motion passed unanimously on a roll call vote 7-0.

- 6A1. Approved one-year contract renewals with G4S Secure Solutions and Truly Every Assignment Matters, LLC to provide armed and unarmed security officer services for various City departments.

Fiscal Impact: Total combined cost of these one-year renewals shall not exceed \$1,050,000. Sufficient funds have been appropriated in various funds and cost centers for the anticipated expenditure in the current fiscal year.

B. Ordinances and Items for Introduction and First Hearing

- *6B1. Ordinance amending the Tempe City Code, Chapter 19, Motor Vehicles and Traffic, relating to curb lane management for commercial loading/unloading and parking.

Mayor Mitchell introduced the ordinance and opened the public hearing. There was no discussion or public comment on agenda item 6B1.

- *6B1. Introduced and held the first public hearing to amend the Tempe City Code, Chapter 19, Motor Vehicles and Traffic, relating to curb lane management, which will provide new regulations for commercial loading/unloading and allow back-in angled parking where designated. The second and final public hearing was scheduled for December 3, 2015. (Ordinance No. O2015.52)

Fiscal Impact: There is no fiscal impact on City funds.

- *6B2. Ordinance approving an extension of the lease with W-Buttes, LLC, 48th Street and Broadway Road, an access easement, and related documents.

Mayor Mitchell introduced the ordinance and opened the public hearing. There was no discussion or public comment on agenda item 6B2.

- *6B2. Introduced and held the first public hearing to adopt an ordinance approving an extension of the term of the Lease with W-Buttes, LLC pertaining to certain City-owned land located at 48th Street and Broadway Road, and authorizing the Mayor to execute an amendment to the Lease, an access easement and related documents. The second and final public hearing was scheduled for December 3, 2015. (Ordinance No. O2015.53)

Fiscal Impact: The City will receive an upfront extension fee of \$3,000,000 on execution of the amendment. For Lease years beginning on or after January 1, 2016, and continuing through 2025, the percentage rent rate factor for Food and Beverage will increase from 1.0% to 1.5% and the percentage rent rate factor for Rooms will increase from 3.0% to 3.5%. Additional rate increases will occur in years 2025 and 2044. With certain exceptions, on each transfer of the Property, the City will receive a fee equal to the rent paid during the 12 months immediately preceding the date of the transfer.

- *6B3. Ordinance authorizing the dedication of land on the south side of Broadway Road near 55th Street for use as public right-of-way.

Mayor Mitchell introduced the ordinance and opened the public hearing. There was no discussion or public comment on agenda item 6B3.

- *6B3. Introduced and held the first public hearing to adopt an ordinance authorizing the dedication of certain City-owned land located on the south side of Broadway Road near 55th Street for use as a public right-of-way and authorizing the City Manager or his designee to execute a declaration memorializing such dedication and related documents. The second and final public hearing was scheduled for December 3, 2015. (Ordinance No. O2015.54)

Fiscal Impact: No impact on City funds.

- *6B4. **Ordinance for an Amended Planned Area Development and Development Plan Review for OPERATIONS CENTER, 1305 West 23rd Street.**

Mayor Mitchell introduced the ordinance and opened the public hearing. There was no discussion or public comment on agenda item 6B4.

- *6B4. Introduced and held the first public hearing to adopt an ordinance for an Amended Planned Area Development and Development Plan Review consisting of a new parking structure for OPERATIONS CENTER (PL150368), located at 1305 West 23rd Street. The applicant is Mesfin Samuel of The Samuel Group. The second and final public hearing was scheduled for December 3, 2015. (Ordinance No. O2015.55)

Fiscal Impact: While this ordinance change does not directly impact revenue, the planned development will result in collection of the standard development fees, calculated according to the approved fee structure at the time of permit issuance.

- *6B5. **Ordinance authorizing the abandonment of right-of-way for Gilbert Drive near the entry ramp to the 202 Freeway, approving the exchange of the abandoned right-of-way for the adjacent property, a development and disposition agreement, escrow agreement and related documents.**

Mayor Mitchell introduced the ordinance and opened the public hearing. There was no discussion or public comment on agenda item 6B5.

- *6B5. Introduced and held the first public hearing to adopt an ordinance authorizing the abandonment of a portion of the right-of-way for Gilbert Drive near the entry ramp to the 202 Freeway, approving the exchange of the abandoned right-of-way for adjacent property owned by Vintage Partners, LLC, and authorizing the Mayor to execute a development and disposition agreement, escrow agreement and related documents necessary to consummate the transaction. The second and final public hearing was scheduled for December 3, 2015. (Ordinance No. O2015.56)

Fiscal Impact: Prior to the exchange the developer will reconstruct Gilbert Drive and will then dedicate the newly-constructed street to the City in exchange for the current right-of-way. Developer will pay all costs associated with the relocation, construction, and dedication.

C. Ordinances and Items for Second Hearing and Final Adoption

- *6C1. Ordinance authorizing a subordinate parcel development agreement, a deed, a land and improvements lease, a memorandum of lease and additional documents with Jefferson Town Lake Apartments, L.L.C., 909 East Playa del Norte Drive.

Mayor Mitchell opened the public hearing. There was no public comment or discussion on agenda item 6C1. Mayor Mitchell closed the public hearing.

Motion by Vice Mayor Woods to approve agenda item 6C1; second by Councilmember Granville. Motion passed unanimously on a roll call vote 7-0.

- *6C1. Held the second and final public hearing and adopted **ORDINANCE NO. O2015.45** authorizing the Mayor to execute a subordinate parcel development agreement, a deed, a land and improvements lease, a memorandum of lease and additional documents with Jefferson Town Lake Apartments, L.L.C. with respect to the project to be constructed at 909 East Playa del Norte Drive. (**Contract #2015-251**)

Fiscal Impact: The Master Development Agreement for Playa del Norte (C2001-206C) (the "DDA"), executed in 2003, provides for an 8-year Government Property Lease with an 8-year abatement of the Government Property Lease Excise Tax. The DDA also provides for the sale of certain City-owned property at a specified price. The proceeds from the sale of Lot 3A will be \$50,686; which will be deposited into the City's General Fund. The subordinate parcel development agreement provides for the relocation of a 30-inch City waterline which Jefferson Town Lake Apartments, LLC will perform. Per the subordinate parcel development agreement, the City will reimburse Jefferson Town Lake Apartments, LLC for the costs of the waterline relocation which are anticipated to not exceed \$1.9 million. Sufficient fiscal year 2015-16 funding for reimbursement of the costs of the waterline relocation is appropriated in CIP project 3299989, Water System-Upgrades, Repairs and Replacement.

- *6C2. Ordinance amending Tempe City Code, Chapter 16A, by repealing Article II, relating to residential development tax, and adding a new Article II relating to development fees.

Mayor Mitchell opened the public hearing. There was no public comment or discussion on agenda item 6C2. Mayor Mitchell closed the public hearing.

Motion by Councilmember Kuby to approve agenda item 6C2; second by Councilmember Navarro. Motion passed unanimously on a roll call vote 7-0.

- *6C2. Held the second and final public hearing and adopted **ORDINANCE NO. O2015.47** amending Tempe City Code, Chapter 16A, by repealing Article II, relating to residential development tax, and adding a new Article II relating to development fees.

Fiscal Impact: This ordinance would conform the Tempe City Code to state law (A.R.S. § 9-463.05) regarding development fees. Development fees currently proposed to Council in accordance with state law and with this proposed ordinance would generate an estimated \$28 million in development fees over 10 years. This ordinance has no fiscal impact on the City.

***6C3. Ordinance for a Zoning and Development Code Text Amendment for MEDICAL MARIJUANA CULTIVATION that regulates location and operation requirements for cultivation facilities.**

Mayor Mitchell asked Dave Nakagawara, Community Development Director, to provide an overview of agenda items 6C3 and 6C4.

Dave Nakagawara, Community Development Director, stated that agenda item 6C3 involves medical marijuana cultivation facilities and has been brought forward by cultivation interests. Agenda item 6C4 has been brought forward by the property owner of a medical marijuana dispensary in Tempe. Both agenda items include requests for modifications to facility size limitations and requirements for security panels in entry and exit doors. The applicant for agenda item 6C3 is also requesting spacing requirements so that cultivation facilities are able to cluster or group together and be free from the ¼ mile spacing requirement, as is required for dispensaries.

Agenda item 6C4 involves medical marijuana dispensaries. The applicant is requesting that dispensaries be allowed to remain open until 10:00 p.m.; the Development Review Commission (DRC) approved dispensaries to remain open until 8:00 p.m. The applicant also requested that the current age restriction, allowing individuals age 21 years or older to be able to frequent or use a dispensary, be modified to 18 years of age. The original application for dispensaries included a limitation on the total number of dispensaries in Tempe to two. The DRC did not approve that provision. Ordinances for agenda items 6C3 and 6C4 are reflective of the DRC approval for both items.

Mayor Mitchell received clarification from the City Attorney that agenda items 6C3 and 6C4 should be voted on separately, as they were brought forward by separate applicants. Mayor Mitchell stated that discussion will be held on agenda item 6C3 at this time.

Bryan McLaren, Applicant, Zoned Properties, Inc., stated that the application submitted for agenda item 6C3 is regarding the development of real estate with a cultivation business operator.

Councilmembers and John Rush, Assistant Police Chief, discussed if the police department is concerned about illegal activity if cultivation facilities are allowed to be divided into several individual cultivation facilities, all located within one building. Assistant Chief Rush indicated that any concern would be more related to volume. When there is an increase in a particular product, there is more opportunity to target a location; however, from his perspective, a larger cultivation site would be easier to protect than multiple locations throughout the City.

Mayor Mitchell opened the public hearing.

Terry Decker, Mesa, discussed an e-mail he sent to the City Council, the non-profit organization that he operates, his role as an educator, and curriculum developed by the National Institute of Drug Abuse. He voiced concerns about the medical marijuana debate and the increased use of marijuana among adolescents, which is up to age 23. He discussed addiction rates and symptoms among adolescents, as well as impacts to intelligence. There is no treatment for marijuana addiction. By lowering the age from 21 to 18, it sends a message that marijuana is a benign drug, which it is not. He requested that the City Council deny any changes to both ordinances.

Martin Lynch, Tempe, stated that he belongs to several organizations that focus on protecting the safety and welfare of children. Arizona State University (ASU) has the largest student population in the country. He voiced concern about increasing the availability of a dangerous substance to young people without having adequate information about the substance; this is contrary to the best interests of the community.

In response to Councilmembers' questions regarding property value impacts, sustainability, and facility water usage compared to other businesses that would be housed in the same facility, Mr. McLaren stated that his background is in sustainable development, which is a main focus of Zoned Properties, Inc. The intent is to develop a sustainable business park using renewable energy and recycled water. The primary tenant at this property is an entertainment company, which uses more water than the cultivation facility at this location. Water usage depends on the style of growing within a facility. Zoned Properties, Inc., serves as the landlord and provides design and architecture services; the tenant operates the facility. Mr. Nakagawara stated that the City has not collected data recording the usage of resources, including power.

Councilmembers and Ryan Levesque, Deputy Community Development Director – Planning, discussed if there is any data that a cultivation facility in an industrial area lowers property values or impacts recruitment of new businesses to an area. Mr. Levesque stated that cultivation and dispensary operators work with property owners. The property owner determines if they are comfortable bringing a business to a given location and whether those facilities are compatible with existing businesses at that location. There could potentially be an odor emanating from the site. It is unknown if these facilities have a specific effect on surrounding properties.

In response to Councilmember questions, Mr. Lynch stated that medical marijuana laws and procurement of medical marijuana by 18 year olds depend on the geographic location. Many cities allow individuals 18 years and older access through caregiver relationships. Medicine is allowed for individuals 18 and older when authorized by a physician; it is important to make the medicine available. It can be challenging to get medicine to a patient when coordinating caregiver schedules, or when having to work with multiple people. Mr. McLaren then discussed the business acquisition process and building security. Representatives from Zoned Properties, Inc., work with neighbors to ensure that the proposed business operation improves an area. The facility at 422 South Madison has an empty storefront facade, security cameras monitor building exits and entrances, and ballasting on the external portion of the building. The intent is to secure the entire perimeter of the building, not just the location where the tenant is operating. In all jurisdictions where Zoned Properties, Inc., has such facilities, representatives work with the police department and city to understand what the community wants, in preparation for development.

Mayor Mitchell closed the public hearing.

Motion by Councilmember Navarro to approve agenda item 6C3; second by Councilmember Kuby. Motion passed unanimously on a roll call vote 7-0.

- *6C3. Held the second and final public hearing and adopted **ORDINANCE NO. O2015.48** for a Code Text Amendment for MEDICAL MARIJUANA CULTIVATION, consisting of changes within the Zoning and Development Code, Section 3-426, that regulate the location and operation requirements for cultivation facilities in Tempe. The applicant is Bryan McLaren, Zoned Properties, Inc.

Fiscal Impact: There is no fiscal impact on City funds.

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- *6C4. **Ordinance for a Zoning and Development Code Text Amendment for MEDICAL MARIJUANA DISPENSARIES that regulate operation requirements and total number of dispensaries.**

Mayor Mitchell asked Dave Nakagawara, Community Development Director, to provide an overview of agenda item 6C4.

Mr. Nakagawara outlined the originally submitted proposal, as follows: 1) limitation on exits/size of dispensary facilities; 2) security measures in the form of vision panels on doors; 3) change the City's minimum age to enter a dispensary from age 21 to 18; 4) change operating hours from 6:00 p.m. to 10:00 p.m.; and, 5) limit the number of dispensaries within Tempe to a maximum of two. Of the five requests, three were granted unmodified by the Development Review Commission (DRC); the DRC recommended modified hours of operation, closing facilities at 8:00 p.m., and did not approve limiting the number of dispensaries to two.

Councilmembers and Ryan Levesque, Deputy Community Development Director – Planning, discussed options regarding the number of dispensaries allowed in Tempe. Mr. Levesque discussed the DRC review of the proposal to limit the total number of dispensaries in Tempe to two. The DRC considered the State law that limits the total number of dispensaries in Arizona using a ratio of no more than one dispensary per ten pharmacies in the State. Tempe has 47 pharmacies, which would allow for up to four dispensaries. The DRC was concerned that the City's ordinance already has strict separation requirements that limit the total number of dispensaries allowed in Tempe, and did not feel comfortable limiting the number of dispensary facilities. However, the City Council does have the authority to limit the number of dispensaries in Tempe.

In response to Councilmembers' questions concerning the Tempe dispensary age restriction of 21 and older, Mr. Levesque stated that State law allows individuals ages 18 and older to enter into a dispensary. As indicated by the applicant, this is an opportunity to allow individuals ages 18-20 into a safe and secure environment to distribute product, rather than at a location that might not have security measures in place. Councilmembers noted that by allowing individuals ages 18 – 20 into dispensaries, it could provide more transparency and a safer environment for individuals purchasing a product that has been approved by voters.

Mayor Mitchell opened the public hearing.

Jessica Crozier, Scottsdale, voiced support of extending the hours for dispensaries to 8:00 p.m., or 10:00 p.m., and discussed how the product has helped her child. Harvest of Tempe provides support and the medicine her daughter uses. Allowing dispensaries to remain open until 10:00 p.m. will be beneficial to customers.

Logan Elia, Scottsdale, spoke in support of limiting the number of dispensaries in Tempe to two. He spoke in opposition to the DRC proposal to not limit the number of dispensaries and outlined the Arizona Medical Marijuana Act that created an initial distribution of dispensaries. Currently there are two dispensaries in Tempe. He discussed a Statewide initiative to legalize recreational marijuana that provides for licensed medical marijuana facilities to sell recreational marijuana. If there are two facilities in Tempe now and the ballot initiative passes, four facilities could locate in Tempe, if there is no limit placed on the number of facilities allowed in the City. Tempe is an attractive location for this type of business because of its proximity to ASU. Currently, there is no mechanism for Tempe to limit the number of dispensaries surrounding ASU. His understanding is that there are at least 15 locations that meet the facility separation requirements; there could be up to 15 medical marijuana facilities as well as 15 recreational marijuana facilities surrounding ASU. He then provided data from the Department of Health Services regarding the number of medical marijuana patients in Tempe, compared to the State. Since Tempe has only 4% of Arizona's medical marijuana patients, he believes that the existing facilities are meeting 100% of the demonstrated need. He requested that the City Council enact the amendment as proposed.

In response to Councilmembers' questions, Mr. Elia indicated that his law firm represents the owners of one of the dispensaries. He clarified that the medical marijuana needs in Tempe are being met, but the recreational marijuana desire is not being met. Should the ballot initiative pass, there could be a proliferation of recreational marijuana facilities around ASU. In response to any downside to allowing more than two dispensaries in Tempe, Mr. Logan stated that dispensaries are a benefit to the community; however, Tempe has no conditional use permits in place to restrict additional dispensaries.

Councilmembers discussed the differences in addressing issues at the local level versus state level. If a Statewide ballot initiative is placed on the November [2016] ballot, the community will be aware it. If the initiative passes, there is a time period before the law becomes effective. During that time, the City Council could address the number of recreational marijuana facilities allowed to locate in Tempe.

Mr. Levesque explained that the City has approximately 5-6 Critical Health Analysis Areas located adjacent to Tempe that the State of Arizona has determined that dispensaries may locate; current rules allow for a dispensary license to be relocated after three years. The maximum number of dispensary locations allowed in surrounding jurisdictions was discussed. Tempe's ordinance complies with the Arizona Department of Health policies.

Councilmembers discussed how a previous City Council passed a restrictive ordinance. This process provides the City Council an opportunity to evaluate and understand the issues, which is helpful during the decision making process. The City could limit the number of dispensaries for a trial period and revisit the issue after one year. If the initiative occurs, this issue will have to be addressed at that time.

In response to Councilmembers' questions, Mr. Levesque indicated that staff has received inquiries about potentially locating a dispensary in Tempe; the inquiries are related to fact finding about locations. No formal application has been received. Applicants can apply prior to the effective date of the ordinance.

Councilmembers, Mr. Elia, and Mr. Levesque discussed how the City Council makes changes and improvements to policy, when appropriate. Concern was raised about the potential of expanding the number of dispensaries due to the fact that Tempe is a college town with a lot of young people; potentially decreasing the number of dispensaries in place; creating a monopoly on facilities that impacts competition; and, creating scarcity to increase profits. Councilmember Granville noted that he participated on the DRC when this issue was initially considered. At that time, he requested that ASU be considered a school and be subject to the quarter mile distance requirements. Mr. Levesque explained that much of ASU operates on single-family or agricultural zoned property, which would already restrict the separation requirements in Zoning and Development Code. Currently, there is no property within the ASU limits or downtown limits that would allow for a medical marijuana dispensary to be located.

If additional restrictions are adopted, the item should be brought back to the City Council in one or two years for review. Discussion continued regarding the data Mr. Elia provided about the number of people that have marijuana cards in Tempe. The State does not set the prices on medical marijuana, and it is not anticipated that the State would set the prices on recreational marijuana if the initiative is enacted.

Mr. Elia noted that the Arizona Medical Marijuana Act contemplated two dispensaries in the two zones in Tempe. Separation requirements were not designed as a limit on the total number of dispensaries, instead separation requirements limit where dispensaries may be placed. Those are separate issues.

At the request of Councilmembers, Judi Baumann, City Attorney, clarified that the proposed Ordinance does not contain a number limitation or a time period to come back to the City Council for review. Both items would be considered a matter of substance that would require an additional hearing. The additional public hearing could be held on December 17, 2015.

Terry Decker suggested a compromise of allowing three dispensaries. Mr. Decker voiced concern about the increase in the number of doorways into the dispensary because of control issues and questioned if there are consequences to owners for having minors on the premises; there are also violence issues associated with drugs. He requested that the dispensary pay for an off-duty policeman, to avoid potential bribery of lower paid security personnel. He then recommended that dispensaries be eliminated.

Martin Lynch questioned if there is a percentage of people that purchase medical marijuana in cases where it is not necessary. Given the addictive nature of marijuana, his concern is changing the age from 21 to 18 years old; marijuana can cause long-term degenerative results in cognitive abilities up to age 23. This would disregard the safety and welfare of children.

Councilmembers voiced appreciation for Mr. Lynch's comments and acknowledged differences between the brain development for individuals between the ages of 21 and 18. Of concern is that medical marijuana was a statewide initiative and the voters voted for this law; their rule was 18 years of age. Councilmembers voiced support for changing the age from 21 to 18 years. It was questioned if doctors are doing their due diligence when issuing medical marijuana cards. Discussion continued regarding the scientific literature about the benefits of medical marijuana and assumptions about whether doctors over-prescribe typical pharmaceuticals and medical marijuana. Medical marijuana is medicine. A comparison was drawn between OxyContin being a more addictive and more valuable per ounce substance that is available in drug stores, versus how medical marijuana is viewed and treated. Requiring police to be stationed at dispensaries, while police are not required to be stationed at pharmacies which contain a lot of addictive substances, was questioned.

Mayor Mitchell closed the public hearing.

Motion by Councilmember Arredondo-Savage to approve agenda item 6C4, with the addition of a subsection E, with the dispensary limitation of a maximum number of medical marijuana dispensaries within the Tempe City limits shall be two, and to add a review within one year; second by Councilmember Granville.

Mayor Mitchell clarified that there is a motion to approve the item, as amended, with another hearing to be held on December 17, 2015. Ms. Baumann stated that the next Council meeting is December 3, 2015. Councilmember Arredondo-Savage clarified that the amendment is to limit the amount of dispensaries to two, with a review in a year.

Brigitta Kuiper, City Clerk, clarified that the motion stands as is with the exception of the approval of the item. Since the additions are substantive issues, the item will be brought back for approval with the recommended changes, if they are approved, on December 3, 2015.

Mayor Mitchell re-stated the motion, that agenda item 6C4 will be moved to the December 3, 2015, Regular Council Meeting agenda, with the modification to the medical marijuana dispensary code text amendment.

Ms. Kuiper confirmed that the motion was to add subsection E, which states the maximum number of medical marijuana dispensaries within the City limits shall be two, and to also add a one year review.

Vice Mayor Woods seconded the motion as re-stated by Mayor Mitchell. Motion passed unanimously on a roll call vote 7-0.

- *6C4. *Continued to the December 3, 2015, Regular Council Meeting* for a third and final public hearing on **ORDINANCE NO. O2015.49, as amended**, for a Code Text Amendment for MEDICAL MARIJUANA DISPENSARIES, consisting of changes within the Zoning and Development Code, Section 3-426 that regulate operation requirements and total number of dispensaries in Tempe. The applicant is Steve White, White Berberian PLC.

Fiscal Impact: There is no fiscal impact on City funds.

- *6C5. **Ordinance amending Chapter 13, Tempe City Code, relating to electronic filing for campaign finance.**

Mayor Mitchell opened the public hearing. There was no public comment or discussion on agenda item 6C5. Mayor Mitchell closed the public hearing.

Motion by Vice Mayor Woods to approve agenda item 6C5; second by Councilmember Kuby. Motion passed unanimously on a roll call vote 7-0.

- *6C5. Held the second and final public hearing and adopted **Ordinance No. O2015.50** amending Chapter 13, Tempe City Code, by adding a new Article II, entitled Campaign Finance, and section 13-100, relating to electronic filing for campaign finance.

Fiscal Impact: There is no fiscal impact associated with adopting this ordinance. The cost to utilize the electronic filing system for a two-year pilot program is \$3,000, with an additional cost of \$19,556.38 to purchase the infrastructure and software needed for the system. Sufficient funds are budgeted in General Fund, Cost Center 1320 (Political Elections) for the cost to access the proposed system and a budget transfer of \$19,556.38 from Cost Center 3526 (Non-departmental) to Cost Center 1320 will accommodate the purchase of the necessary infrastructure and software. The projected excess budget in Cost Center 3526 is a result of reduced costs for City-sponsored events budgeted in the Non-departmental cost center.

- *6C6. **Ordinance amending Tempe City Code, Chapter 13, City elections, relating to Candidate Campaign Finance Reform.**

Mayor Mitchell opened the public hearing. There was no public comment on agenda item 6C5. Mayor Mitchell closed the public hearing.

Councilmember Schapira noted that changes were made to the ordinance relating to the definitions of PC and PAC. Judi Baumann, City Attorney, confirmed that the impact of this language is that a political committee could include a candidate committee, referenced as a PAC. He requested clarification of contribution limits for PCs, PACs, and multi-candidate PACs combined, and whether the three entities are limited to \$10,000 in contributions. Ms. Baumann referenced Section 13-111(f) of the ordinance, as follows: no candidate for Mayor or Councilmember shall accept or receive aggregate campaign contributions of more than \$10,000 total from PACs and multi-candidate PACs during an election cycle. Councilmember Schapira stated that although political committees are not PACs, for the purpose of this ordinance, they are considered PACs and are included with PACs and multi-candidate PACs in the \$10,000 limit.

Councilmember Schapira stated that the contribution limits may be high; however, he voiced support for the ordinance and requested clarification that the ordinance limits political parties to a separate \$10,000, meaning if a candidate reaches its limit on its political committee, PAC, and multi-candidate PAC contributions, the candidate can obtain an additional \$10,000 from a political party or a subdivision of a political party. Ms. Baumann concurred and stated that political parties were handled separately by the working group for purposes of the candidates' acceptance of those monies.

Councilmember Kuby noted that the proposed ordinance is the result of the clean elections debate that has occurred over the past few months. She commended Vice Mayor Woods and Councilmember Schapira for their work on reducing the \$6,250 limit of a personal donation to \$500.

Motion by Councilmember Navarro to approve agenda item 6C6; second by Vice Mayor Woods. Motion passed unanimously on a roll call vote 7-0.

- *6C6. Held the second and final public hearing and adopted **ORDINANCE NO. O2015.51** amending Tempe City Code, Chapter 13, City elections, Article II relating to Candidate Campaign Finance Reform.

Fiscal Impact: No fiscal impact.

7. CURRENT EVENTS/COUNCIL ANNOUNCEMENTS/FUTURE AGENDA ITEMS

Councilmember Kuby

- Saturday, November 21, 2015 – Sustainability Circle meeting, Changing Hands Bookstore.
- Saturday, November 14, 2015 – Zero Waste Day event.
- Friday, November 20, 2015 – Eisendrath Center for Water Conservation fundraiser event, followed by an open house on Saturday and Sunday.

Vice Mayor Woods

- Thanked Tom Ryff, Police Chief, for his service and congratulated him on his retirement.

Councilmember Arredondo-Savage

- Saturday, November 14, 2015 – College Connect event.
- Friday, December 4, 2015 – The Family Fun Factory event, Tempe Community Complex.
- Thanked Tom Ryff, Police Chief, for his service and congratulated him on his retirement.

Councilmember Navarro

- Thanked Tom Ryff, Police Chief, for his service and his work on diversity initiatives, and congratulated him on his retirement.

Councilmember Granville

- Sunday, November 15, 2015 – Iron Man event.
- Legend City exhibit at the Tempe History Museum will be on display for several months.
- Thanked Tom Ryff, Police Chief, for his service and congratulated him on his retirement.

Mayor Mitchell

- Thanked Tom Ryff, Police Chief, for his service and congratulated him on his retirement.
- Legend City exhibit at the Tempe History Museum.
- Thanked City staff and volunteers for their work on the Veteran's Day Parade.
- ASU game and ASU Homecoming parade this weekend.
- Sunday, November 15, 2015 – Iron Man event.
- Tuesday, November 10, 2015 – Thanked those who attended his *State of the City* address.
- Saturday, November 14, 2015 – Corona del Sol, Marcos de Niza, and McClintock High Schools are competing in the State Band competition.

8. PUBLIC APPEARANCES

A. Scheduled – None.

B. Unscheduled

Kim Baker discussed the timing of when he last addressed the City Council in conjunction with the former City Manager, Charlie Meyer, being relieved of his position, and how that relates to a document that Mr. Baker provided to the City Council. He then discussed a case that the Arizona Court of Appeals is considering, Police Chief, Tom Ryff's retirement, Jhessye Shockley, and renaming segments of government.

The meeting adjourned at 7:44 p.m.

I, Brigitta M. Kuiper, the duly-appointed City Clerk of the City of Tempe, Maricopa County, Arizona, do hereby certify the above to be the minutes of the Regular City Council meeting of November 12, 2015, by the Tempe City Council, Tempe, Arizona.

ATTEST:

Mark W. Mitchell, Mayor

Brigitta M. Kuiper, City Clerk

Minutes Regular City Council Meeting December 3, 2015

Minutes of the Regular Council Meeting of Thursday, December 3, 2015, held at 6:00 p.m. in the Harry E. Mitchell Government Center, Tempe City Hall, City Council Chambers, 31 E. Fifth Street, Tempe, Arizona.

COUNCILMEMBERS PRESENT:

Mayor Mark W. Mitchell

Councilmember Robin Arredondo-Savage

Councilmember Lauren Kuby

Councilmember David Schapira

Vice Mayor Corey D. Woods

Councilmember Kolby Granville (*joined telephonically at 6:34 p.m.*)

Councilmember Joel Navarro

STAFF PRESENT:

Andrew Ching, City Manager

Ken Jones, Deputy City Manager – Chief Financial Officer

Steven Methvin, Deputy City Manager – Chief Operating Officer

Various Department Heads or their representatives

Judi Baumann, City Attorney

Brigitta M. Kuiper, City Clerk

Michael Greene, Central Services Manager

Mayor Mitchell called the meeting to order at 6:29 p.m.

1. Vice Mayor Woods gave the invocation.
2. Mayor Mitchell led the audience in the **Pledge of Allegiance**.

3. MINUTES

Motion by Councilmember Schapira to approve agenda items 3A1 – 3A4 and accept items 3B1 – 3B10; second by Vice Mayor Woods. Motion passed unanimously on a voice vote 6-0.

A. Approval of City Council Meeting Minutes

1. Regular City Council Meeting - October 15, 2015 and October 22, 2015
2. Executive Session - November 12, 2015
3. City Council Work Study Session - June 4, 2015
4. City Council and Arizona State Legislators Joint Meeting - October 23, 2015

B. Acceptance of Board, Commission and Committee Meeting Minutes

1. Aviation Commission - October 13, 2015
2. Enhanced Services Commission - October 13, 2015
3. History Museum and Library Advisory Board - September 9, 2015 and October 7, 2015
4. Human Relations Commission - September 8, 2015
5. Mayor's Youth Advisory Commission - November 3, 2015
6. Parks, Recreation, Golf and Double Butte Cemetery Advisory Board - October 21, 2015
7. Tempe Fire Public Safety Retirement System Personnel Board - September 3, 2015
8. Tempe Police Public Safety Retirement System Personnel Board - October 1, 2015
9. Tempe Sustainability Commission - October 19, 2015
10. Transportation Commission - October 13, 2015

4. REPORTS AND ANNOUNCEMENTS

A. Mayor's Announcements

Mayor Mitchell announced that Tempe has been designated as a Gold-Level Bicycle-Friendly Community by the League of American Bicyclists. He thanked City staff, Tempe residents, and non-profit organizations for their support and acknowledged individuals from the Tempe Bicycle Action Group, Arizona State University (ASU), ASU Cycling Club, Tempe Leadership Class XXX, Bike Saviours, and The Bike Cellar; and, thanked Jennifer and Ryan Guzy for their work on the Tour de Fat event.

B. City Manager's Announcements

Andrew Ching, City Manager, stated that former Police Chief, Tom Ryff was recently recognized for his 36 years of service to the City of Tempe; he wished Mr. Ryff well in his retirement. Mr. Ching noted that the City is in the process of selecting a successor to Chief Ryff.

5. CONSENT AGENDA

All items listed on the Consent Agenda will be considered as a group and will be enacted with one motion by the City Council unless an item is removed for separate consideration. Members of the public may remove public hearing items for separate consideration. Public hearing items are designated by an asterisk (*). Councilmembers may remove any item for separate consideration.

Motion by Councilmember Kuby to approve the consent agenda; second by Councilmember Schapira. Motion passed unanimously on a roll call vote 7-0.

A. Miscellaneous Items

*5A1. Held a public hearing and recommended the approval of a Bingo - Class A license for The Arc of Tempe, 1 East Continental Drive.

Fiscal Impact: N/A

5A2. Authorized the Mayor to execute Amendment No. 2 to Lease of Rubber Dam Bodies for Tempe Town Lake with Bridgestone Industrial Products America, Inc. ("BIP"). (Contract #2009-45C)

Fiscal Impact: Under the existing lease, the City could be responsible for an additional \$1,500,000 in rent if the bladders remain in place until June 1, 2016. The proposed amendment lowers the rent for that period to \$740,000; however, if the bladders are removed by June 1, 2016, the rental amount will be reduced further to \$240,000.

B. Award of Bids/Contracts

5B1. Approved the utilization of one-year City of Tucson contracts with Pioneer Distributing Company and Synergy Petroleum for the purchase of vehicle lubricants utilized for the maintenance of City vehicles.

Fiscal Impact: Total cost of this contract will not exceed \$75,000. Sufficient funds have been appropriated in the General Fund – cost centers 2363 (Fire; Apparatus Maintenance) and 3262 (Public Works; Fleet Maintenance) – for the anticipated expenditures in the current fiscal year.

5B2. Approved the utilization of a one-year State of Arizona contract with Wist Office Products Company for the purchase of Hewlett-Packard original equipment manufacturer and remanufactured ink and toner printer cartridges.

Fiscal Impact: Total cost of this contract will not exceed \$250,000 during the one-year contract period. Sufficient funds have been appropriated in various City-wide cost centers for the anticipated expenditures in the current fiscal year.

- 5B3. Approved the utilization of a ten-month City of Glendale contract with Badger Meter, Inc. for the purchase of 5/8" through 1" lead-free water meters, and replacement parts.

Fiscal Impact: Total cost of this contract will not exceed \$729,942 during the ten-month contract period. Sufficient funds have been appropriated in the Water/Wastewater Fund - cost centers 3085 (Water/Wastewater Inventory), Water/Wastewater Capital Improvement Project Fund - 3209319 (Small Meter Replacement 2" and Under), and 3299999 (Distribution System Fittings) for the anticipated expenditure.

- 5B4. Approved the renewal of one-year contracts with Trafficade Services, Inc. and Action Barricade Company for the rental of barricades and warning devices.

Fiscal Impact: The total combined cost of these two contracts shall not exceed \$100,000 during the one-year contract renewal period. Sufficient funds have been appropriated in various City-wide funds/cost centers and Capital Improvement Projects, where applicable, for the anticipated expenditures in the current fiscal year.

- 5B5. Approved the renewal of a one-year contract with Fabiani Painting and Decorating, Inc. for pole and fixture painting utilized in the maintenance of traffic poles, light poles, and bus shelters.

Fiscal Impact: Total cost of this one-year contract will not exceed \$85,000. Sufficient funds have been appropriated in the Highway User Revenue Fund (cost center 3824 – Street Light and Signals) and the Transit Fund (cost center 3917 – Bus Stop and Bikeway Maintenance) for the anticipated expenditures in the current fiscal year.

- 5B6. Approved the renewal of one-year contracts with Hambicki Trucks, Waste & Recycling Plastic Containers, Impact Plastics, and Rotational Molding for the purchase of refuse containers.

Fiscal Impact: Total cost of these four contracts shall not exceed \$200,000 during the one-year contract renewal period. Sufficient funds have been appropriated in the Solid Waste Fund – cost centers 3713 (Residential); 3714 (Commercial); and 3716 (Support Services) – for the anticipated expenditures in the current fiscal year.

- 5B7. Approved the one-year renewal of a contract with Precision Graphics for custom graphic designed t-shirts and sports program clothing for the Community Services Department.

Fiscal Impact: Total cost of this contract will not exceed \$113,000 during the one-year contract renewal period. Sufficient funds have been appropriated in General Fund cost centers 2525 (Adult Sports), 2526 (Youth Sports), and 2547 (Youth Athletic Programs) for the anticipated expenditures in the current fiscal year.

- 5B8. Approved a three-year sole source contract renewal for software maintenance and support services with Environmental Systems Research Institute for computer-based mapping software that is used City-wide through the Enterprise Geographic Information System.

Fiscal Impact: Total cost of this contract will not exceed \$551,310 during the three-year contract period. Sufficient funds have been appropriated in General Fund cost center 1991 (IT Administration) for the anticipated expenditures. The City will pay for software maintenance and support services on an annual basis.

- 5B9. Approved the renewal of one-year contracts with Kary Environmental Services, Stericycle Environmental Solutions (formerly PSC Environmental Services), and Heritage Environmental Services who provide for the classification, transportation, and disposal of hazardous substances.

Fiscal Impact: Total combined cost of these three contracts shall not exceed \$250,000 during the one-year contract renewal period. Sufficient funds have been appropriated in the Solid Waste Fund – cost center 3721 (Hazardous Material Safety) – for the anticipated expenditures in the current fiscal year.

- 5B10. Awarded two-year contracts with three, one-year renewal options to Paris Equipment Manufacturing Limited and Lacor Streetscape LLC for the supply of transit seating and trash receptacles for the Public Works Department. **(Contract #2015-258A-B)**

Fiscal Impact: Total cost of this contract will not exceed \$700,000 during the initial two-year contract term. Sufficient funds have been appropriated in the Transit Capital Improvement Project Fund cost center 6005239 (Bus Stop Capital Maintenance) for the anticipated expenditures in the current fiscal year.

- 5B11. Ratified the award of a one-year contract with four, one-year renewal options to Pro-Tech Sales for the purchase of less lethal launchers for the Police Department. **(Contract #2015-203B)**

Fiscal Impact: The total one-year cost of the contract will not exceed \$75,000. Sufficient funds have been appropriated in the Police Department RICO and Grants Fund – cost center 2286 (SB 1398 PD Safety Equipment) – for the anticipated expenditures in the current fiscal year.

C. Resolutions

- 5C1. Adopted **RESOLUTION NO. R2015.126** authorizing the City Council to approve and the Mayor to accept a grant from American Forests for the City of Tempe's Urban Forest and the designation of the City of Tempe as a Community ReLeaf City. **(Contract #2015-259)**

Fiscal Impact: The amount of the grant is approximately \$100,000 with no city matching funds required. Sufficient budget appropriation for expenditure of this grant is authorized in the Governmental Grants Fund (Fund 46) as part of the fiscal year 2015/16 adopted budget.

6. NON-CONSENT AGENDA

All items listed on the Non-Consent Agenda will be considered separately. Agenda items scheduled for Introduction and First Public Hearing will be heard, but will not be voted upon at this meeting. Agenda items scheduled for Second Public Hearing and Final Adoption will be voted upon tonight.

A. Miscellaneous Items/Bids/Contracts/Resolutions

- 6A1. **Contract with National Meter and Automation, Inc. for the purchase of water meters, meter registers, and replacement parts.**

Councilmember Granville voiced concern about being committed to a ten-year, sole source contract, and lack of market competition to compare whether or not the vendor's prices are competitive. The bidder is the only vendor that sells these products in Arizona. There are contract renewals for this item; contracts are typically renewed.

Vice Mayor Woods requested clarification from Michael Greene, Central Services Manager, regarding the contract terms. Mr. Greene confirmed that this is a two-year contract with two-year renewal options. In two years, staff can review the

vendor's performance to determine if the contract should be renewed; a review of the marketplace would also be done at that time. Mr. Greene noted that the standardization of meters has had a positive impact to the City.

Motion by Councilmember Kuby to approve agenda item 6A1; second by Vice Mayor Woods. Motion passed on a roll call vote 6-1 with Councilmember Granville voting no.

- 6A1.** Awarded a two-year contract with four, two-year renewal options to National Meter and Automation, Inc. for the purchase of 1.5" through 10" lead-free water meters, meter registers, and replacement parts. (Contract #2015-260)

Fiscal Impact: Total cost of this contract will not exceed \$2,096,514.19 during the two-year contract period. Sufficient funds have been appropriated in the Water/Wastewater Fund - cost centers 3085 (Water/Wastewater Inventory), Water/Wastewater Capital Improvement Project Fund - 3209319 (Small Meter Replacement 2" and Under), and 3299999 (Distribution System Fittings) for the anticipated expenditures.

B. Ordinances and Items for Introduction and First Hearing

- *6B1. Ordinance authorizing the abandonment of public utility easements in the vicinity of 2nd Street and Mill Avenue.**

Mayor Mitchell introduced the ordinance and opened the public hearing. There was no discussion or public comment on agenda item 6B1.

- *6B1.** Introduced and held the first public hearing to adopt an ordinance authorizing the abandonment of certain public utility easements in the vicinity of 2nd Street and Mill Avenue to facilitate development of the project at Mill Avenue and Rio Salado Parkway. The second and final public hearing was scheduled for December 17, 2015. (Ordinance No. O2015.57)

Fiscal Impact: N/A

- *6B2. Ordinance granting a Utility Easement to Arizona Public Service Company to serve the VELA at Town Lake, 555 North College Avenue.**

Mayor Mitchell introduced the ordinance and opened the public hearing. There was no discussion or public comment on agenda item 6B2.

- *6B2.** Introduced and held the first public hearing to adopt an ordinance granting a Utility Easement to Arizona Public Service Company over certain City-owned land to serve the VELA at Town Lake residential project located at 555 North College Avenue. The second and final public hearing was scheduled for December 17, 2015. (Ordinance No. O2015.58)

Fiscal Impact: N/A

- *6B3. Ordinance authorizing the abandonment of a non-exclusive easement for a traffic control device at Rio Salado Parkway west of Scottsdale Road.**

Mayor Mitchell introduced the ordinance and opened the public hearing. There was no discussion or public comment on agenda item 6B3.

- *6B3.** Introduced and held the first public hearing to adopt an ordinance authorizing the abandonment of a non-exclusive easement for a traffic control device located on Rio Salado Parkway west of Scottsdale Road. The second and final public hearing was scheduled for December 17, 2015. (Ordinance No. O2015.59)

Fiscal Impact: N/A

- *6B4. Zoning and Development Code Text Amendment for DOWNTOWN PARKING STANDARDS.**

Mayor Mitchell introduced the ordinance and opened the public hearing. There was no discussion or public comment on agenda item 6B4.

- *6B4.** Introduced and held the first public hearing to adopt an ordinance for a Zoning and Development Code Text Amendment for DOWNTOWN PARKING STANDARDS, consisting of changes to general parking ratios specific to properties with the zoning of City Center District, and establishing an alternate standard for parking requirements in the downtown. The applicant is the City of Tempe. The second and final public hearing was scheduled for December 17, 2015. (Ordinance No. O2015.60)

Fiscal Impact: There is no fiscal impact on City funds.

- *6B5. Resolution to execute the settlement agreement and related documents with Tempe Investors, LLC.**

Mayor Mitchell introduced the ordinance and noted that there is no fiscal impact to the City for agenda item 6B5.

Judi Baumann, City Attorney, stated that the fiscal impact noted on the meeting agenda for agenda item 6B5 is incorrect. Ms. Baumann clarified that the funds for landscaping improvements are for the corner of Baseline Road and Lakeshore Drive, and will be paid for by the property owner. The terms are outlined in the proposed documents.

Ms. Baumann indicated that legal counsels for both parties are present to answer questions that may arise.

Mayor Mitchell opened the public hearing.

Nori Muster, Tempe, stated that she is a resident of The Lakes and requested additional information regarding the front commercial portion of the project. Ms. Baumann stated that each of the parties' representatives can address that question during their presentations.

Jalma Hunsinger, Tempe, spoke in opposition to the settlement agreement and stated that he has attended two City-sponsored public meetings regarding this project. The developer has sued the City before. It is wrong for the City to approve a settlement, which compromises residents and the zoning process; a settlement could influence other developers to sue the City. He reviewed the litigation and the City's response, which was a proper response. There is a hearing scheduled for June 2016; there is no rush on this issue. The Planned Area Development (PAD) could be amended for the entire parcel, rather than what the settlement agreement proposes. The developer will invest \$125,000 to improve Lakeshore Drive. While City staff may have mistakenly indicated that this project was a minor amendment, the developer knew that this project was a major PAD amendment versus a minor PAD amendment. This is the wrong way for the City to zone property. A settlement would be a disservice to the City and would reward the developer.

Gary Birnbaum, Dickinson Wright PLLC, legal counsel representing the City of Tempe, clarified the pending litigation as follows: the City Council previously adopted land use regulations and restrictions for the Lake Country Village redevelopment project based on plans submitted by the developer that are inconsistent with plan the developer would now like to proceed with. In question is whether or not the regulations and actions taken by the City Council authorize the proposed project. The developer believes, and has written documentation from the City, that the project requires a minor amendment. From the City's perspective, the project requires a major amendment and additional City Council action. Both parties claim that there is evidence to support their positions.

While the City is prepared to proceed with litigation, if that is the decision of the City Council, Mr. Birnbaum stated that litigation will be costly in terms of time and money. As an alternative, the City Council is being asked to consider a mutually beneficial settlement offer, which includes a public input process. The settlement documents are available to the public. To date, there have been a series of meetings, with an additional meeting scheduled for December 17, 2015. The project has been presented to the City Council at least six times.

Mr. Birnbaum outlined the following key elements in the settlement proposal: eliminates the litigation and releases the City of liability and future claims, and includes agreed upon modifications to the land use plan for the required construction, design structure, landscaping, lighting, color scheme of a paseo, and residential and commercial requirements. Commercial requirements include buildings to be built along Baseline Road, and not set back. The paseo will have buildings along both sides of it and will run from Baseline Road through the project and exit onto Lakeshore Drive. The relocation and redesign of the Wendy's restaurant at that location is in progress. There are also aesthetics, landscape requirements, and six live/work units. To ensure continuity in the neighborhood, the City will pay for and re-landscape the City-owned medians along Lakeshore Drive. At an estimated cost of \$125,000 and with the cooperation of property owners, the developer will landscape the four corners at Lakeshore Drive and Baseline Road. There will also be a gated dog park located on the north end of project that will allow public access. Project illustrations and related documents are on file with the City.

Mr. Birnbaum stated that the City has requested that additional work be done on the color and composition of the paseo; it is anticipated that this could be completed by next week. Additional outstanding items include the City requiring that all damages against the City be waived; if an alleged breach by the City occurs in the future, the only remedy the developer has is to refer the matter to the court. Other than the winning party collecting attorney fees, no additional damages could be awarded. The additional terms are valuable additions to the agreement, as litigation is costly and uncertain.

Martin Aronson, applicant representative, stated that Tempe Investors has a residential portion of project currently under contract. There also is a term contract for the sale of a commercial portion of the project from LCV to LGE. He echoed Mr. Birnbaum's comments regarding all of the work that has been put into this Class A, mixed-use project. In a settlement situation, parties compromise. This will be a fully integrated, cohesively designed project with a paseo and roundabout.

Mr. Aronson stated that the commercial portion of the project is 5 acres, with residents within walking distance. A potential developer has the commercial acreage currently under contract; however, that is not a certainty. There are unanswered questions concerning contingencies, financing, and leases. This is an experienced commercial developer that has worked on projects in the Phoenix metropolitan area.

David Sellers, LGE Design Build representative, provided background information on the LGE firm and discussed examples of the types of projects LGE has developed in the Phoenix metropolitan area. LGE builds entertainment based, design driven developments. In Arizona, there are a limited amount of mixed-use and vertical mixed-use developments. Residential abutting retail/entertainment provides amenities for residents, which result in high rents and good demographics. The buildings will be placed along Baseline Road, close to the original layout of the property; the paseo has not moved. A boutique cinema has expressed interest on the eastern portion of the site, which would include dine-in movie and bar/restaurant components. There is an additional 18,000 square feet of retail and restaurant on the other side of the paseo.

Mayor Mitchell clarified that all of the documents related to this project, including its design, have been submitted to the City and are available for public inspection. The second public hearing is scheduled for the December 17, 2015, Regular Council meeting. He encouraged viewers to review the information and to contact City officials with any questions they may have.

- *6B5. Held the first public hearing to adopt a resolution to authorize the Mayor to execute the settlement agreement and all related documents between the City of Tempe and Tempe Investors, LLC, regarding the matter of *Tempe Investors, LLC, v. City of Tempe*. The second and final public hearing was scheduled for December 17, 2015. (Resolution No. R2015.127)

Fiscal Impact: No fiscal impact to the City.

C. Ordinances and Items for Second Hearing and Final Adoption

- *6C1. **Ordinance for a Zoning and Development Code Text Amendment for MEDICAL MARIJUANA DISPENSARIES that regulate operation requirements and total number of dispensaries.**

Mayor Mitchell opened the public hearing.

Logan Elia, Scottsdale, spoke in support of agenda item 6C1. All of the public comments submitted are in favor of the amended ordinance to limit the total number of dispensaries in Tempe to two. He urged Councilmembers to adopt the ordinance.

Councilmember Schapira stated that when an individual testifies to the City Council and they are representing an organization as a paid attorney, they should disclose that information. He asked Mr. Elia who he is representing. Mr. Elia stated that he is representing Columbia Care, a dispensary in Tempe; this information was disclosed at a previous meeting. Councilmember Schapira emphasized that this information should be disclosed each time an individual addresses the City Council.

Mayor Mitchell closed the public hearing.

Councilmember Navarro stated that this is a difficult subject. There has been representation on behalf of an individual that has somewhat of a monopoly on this type of business; however, this action allows the City Council an opportunity to review best practices and ordinance impacts after one year. He noted that there could potentially be an upcoming ballot question to legalize marijuana.

Motion by Councilmember Kuby to approve agenda item 6C1; second by Vice Mayor Woods. Motion passed unanimously on a roll call vote 7-0.

- *6C1. Held the third and final public hearing and adopted **ORDINANCE NO. O2015.49** for a Code Text Amendment for MEDICAL MARIJUANA DISPENSARIES, consisting of changes within the Zoning and Development Code, Section 3-426 that regulate operation requirements and total number of dispensaries in Tempe. The applicant is Steve White, White Berberian PLC.

Fiscal Impact: There is no fiscal impact on City funds.

- *6C2. **Ordinance amending the Tempe City Code, Chapter 19, Motor Vehicles and Traffic, relating to curb lane management for commercial loading/unloading and parking.**

Mayor Mitchell opened the public hearing. There was no discussion or public comment on agenda item 6C2. Mayor Mitchell closed the public hearing.

Motion by Councilmember Navarro to approve agenda item 6C2; second by Vice Mayor Woods. Motion passed unanimously on a roll call vote 7-0.

- *6C2. Held the second and final public hearing and adopted **ORDINANCE NO. O2015.52** to amend the Tempe City Code, Chapter 19, Motor Vehicles and Traffic, relating to curb lane management, which will provide new regulations for commercial loading/unloading and allow back-in angled parking where designated.

Fiscal Impact: There is no fiscal impact on City funds.

- *6C3. **Ordinance approving an extension of the lease with W-Buttes, LLC, 48th Street and Broadway Road, an access easement, and related documents.**

Mayor Mitchell opened the public hearing. There was no discussion or public comment on agenda item 6C3. Mayor Mitchell closed the public hearing.

Motion by Councilmember Schapira to approve agenda item 6C3; second by Vice Mayor Woods. Motion passed unanimously on a roll call vote 7-0.

- *6C3. Held the second and final public hearing and adopted **ORDINANCE NO. O2015.53** approving an extension of the term of the Lease with W-Buttes, LLC pertaining to certain City-owned land located at 48th Street and Broadway Road, and authorizing the Mayor to execute an amendment to the Lease (**Contract #86-105C**), an access easement (**Contract #86-105E**), and related documents. (**Contract #86-105D**)

Fiscal Impact: The City will receive an upfront extension fee of \$3,000,000 on execution of the amendment. For Lease years beginning on or after January 1, 2016, and continuing through 2025, the percentage rent rate factor for Food and Beverage will increase from 1.0% to 1.5% and the percentage rent rate factor for Rooms will increase from 3.0% to 3.5%. Additional rate increases will occur in years 2025 and 2044. With certain exceptions, on each transfer of the Property, the City will receive a fee equal to the rent paid during the 12 months immediately preceding the date of the transfer.

- *6C4. **Ordinance authorizing the dedication of land on the south side of Broadway Road near 55th Street for use as public right-of-way.**

Mayor Mitchell opened the public hearing. There was no discussion or public comment on agenda item 6C4. Mayor Mitchell closed the public hearing.

Motion by Vice Mayor Woods to approve agenda item 6C4; second by Councilmember Kuby. Motion passed unanimously on a roll call vote 7-0.

- *6C4. Held the second and final public hearing and adopted **ORDINANCE NO. O2015.54** authorizing the dedication of certain City-owned land located on the south side of Broadway Road near 55th Street for use as a public right-of-way and authorizing the City Manager or his designee to execute a declaration memorializing such dedication and related documents. (**Contract #2015-261**)

Fiscal Impact: No impact on City funds.

- *6C5. **Ordinance for an Amended Planned Area Development and Development Plan Review for OPERATIONS CENTER, 1305 West 23rd Street.**

Mayor Mitchell opened the public hearing. There was no discussion or public comment on agenda item 6C5. Mayor Mitchell closed the public hearing.

Motion by Vice Mayor Woods to approve agenda item 6C5; second by Councilmember Navarro. Motion passed unanimously on a roll call vote 7-0.

- *6C5. Held the second and final public hearing and adopted **ORDINANCE NO. O2015.55** for an Amended Planned Area Development and Development Plan Review consisting of a new parking structure for OPERATIONS CENTER, located at 1305 West 23rd Street. The applicant is Mesfin Samuel of The Samuel Group.

Fiscal Impact: While this ordinance change does not directly impact revenue, the planned development will result in collection of the standard development fees, calculated according to the approved fee structure at the time of permit issuance.

- *6C6. **Ordinance authorizing the abandonment of right-of-way for Gilbert Drive near the entry ramp to the 202 Freeway, approving the exchange of the abandoned right-of-way for the adjacent property, a development and disposition agreement, escrow agreement and related documents.**

Mayor Mitchell opened the public hearing. There was no public comment on agenda item 6C6. Mayor Mitchell closed the public hearing.

Councilmember Schapira voiced support for activating this land.

Motion by Councilmember Schapira to approve agenda item 6C6; second by Councilmember Navarro. Motion passed unanimously on a roll call vote 7-0.

- *6C6. Held the second and final public hearing and adopted **ORDINANCE NO. O2015.56** authorizing the abandonment of a portion of the right-of-way for Gilbert Drive near the entry ramp to the 202 Freeway, approving the exchange of the abandoned right-of-way for adjacent property owned by Vintage Partners, LLC, (**Contract #2015-262**) and authorizing the Mayor to execute a development and disposition agreement, escrow agreement (**Contract #2015-262A**) and related documents necessary to consummate the transaction.

Fiscal Impact: Prior to the exchange the developer will reconstruct Gilbert Drive and will then dedicate the newly-constructed street to the City in exchange for the current right-of-way. Developer will pay all costs associated with the relocation, construction, and dedication.

7. CURRENT EVENTS/COUNCIL ANNOUNCEMENTS/FUTURE AGENDA ITEMS

Councilmember Arredondo-Savage

- Saturday, December 12, 2015 – Fantasy of Lights Boat Parade at Tempe Town Lake.

Vice Mayor Woods

- The City offers free home water audits to Tempe homeowners and renters.

Councilmember Kuby

- Thanked Nush Restaurant owners for providing a free Thanksgiving meal for seniors. Thanked Mayor Mitchell and Vice Mayor Woods for serving the meal.
- Thanked former Police Chief, Tom Ryff, for his 36 years of service to the City of Tempe.

Councilmember Schapira

- Thanked former Police Chief, Tom Ryff, for his 36 years of service to the City of Tempe.
- Tempe operates a Kid Zone preschool program at Getz School. Of the 64 licensed preschools in Tempe, 4 scored 100% on a Department of Health Services inspection. Getz School Kid Zone preschool scored 100%.
- Sunday, December 6, 2015 – Menorah lighting event, Tempe Public Library. Thanked Diversity staff members and community members for partnering on this event.

Mayor Mitchell

- Sunday, December 6, 2015 – Menorah lighting event, Tempe Public Library.
- Saturday, December 12, 2015 – Festival of Lights Parade at the Tempe Town Lake. Thanked City staff, Downtown Tempe Authority, and Kiwanis Club of Tempe for their assistance with this event.
- Congratulated Arizona State University Sun Devils for their win against the University of Arizona.

8. PUBLIC APPEARANCES

A. Scheduled – None.

B. Unscheduled – None.

The meeting adjourned at 7:27 p.m.

I, Brigitta M. Kuiper, the duly-appointed City Clerk of the City of Tempe, Maricopa County, Arizona, do hereby certify the above to be the minutes of the Regular City Council meeting of December 3, 2015, by the Tempe City Council, Tempe, Arizona.

Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

Minutes of the Development Review Commission October 13, 2015

Minutes of the regular hearing of the Development Review Commission, of the City of Tempe, which was held at the Council Chambers, 31 East Fifth Street, Tempe, Arizona.

Present:

Trevor Barger- Vice Chair
Margaret Tinsley- Alt. Commissioner
Gerald Langston- Alt. Commissioner
Linda Spears- Commissioner
Thomas Brown- Commissioner
Andrew Johnson- Commissioner

City Staff Present:

Suparna Dasgupta, Principal Planner
Steve Abrahamson, Principal Planner
Karen Stovall, Senior Planner
Sarah Adame, Comm. Dev. Admin Assistant II+

Absent:

Paul Kent – Chair
Angela Thornton- Commissioner
David Lyon- Commissioner
Daniel Killoren- Alt. Commissioner

Guest Present: NONE

Number of Interested Citizens Present: 0

Hearing convened at 6:05 p.m. and was called to order by Vice Chair Trevor Barger.

Consideration of Meeting Minutes: 0 Items

Consent Agenda: 0 Items

THE BOARD DISCUSSED THE FOLLOWING CASE(S):

1. Request for a Development Plan Review consisting of a new 7,753 square-foot emergency medical clinic for **ARIZONA GENERAL HOSPITAL EMERGENCY ROOM (PL150272)**, located at 5125 South Rural Road. The applicant is Kimley-Horn.

Presentation by Staff, Karen Stovall

Presented project location and surrounding businesses in the area
Presented description of work to the site, streets, driveways, and sidewalks
Presented landscaping work and land coverage
Presented description of elevations, building materials, colors, canopies, and entrances
Recommends approval with agreed stipulations

Questions from Commission to Staff: None

Presentation from Applicant, Sterling Margarits, Kimley-Horn Associates and Bill Arsenaul, Mays & Company
Presentation of business, location, and propose.

Project is an emergency room that provides 24 hour care. Surgeries will not be performed and there are no overnight stays. The staff of this Emergency Room (ER) will stabilize patients and get them to a hospital. This facility is similar to a true hospital emergency room with all the equipment, a lab, and a pharmacy that would provide twenty four hour emergency care. There is a sister emergency room in Laveen. Currently, there are three buildings under construction and one more to start building this month. There will be a total of nine operating facilities.

Questions from the Commission:

Commissioner Tinsley asked the applicant what hospital this ER is associated with. The applicant responded that the ER is associated with Dignity Health Arizona General Hospital in Laveen. This facility will be able to transport to any hospital but it will be associated a Dignity Health Hospital located in Chandler/Gilbert area.

Commissioner Tinsley wanted to know how this emergency room project differs than from an urgent care center. The applicant advised that an urgent care center is not twenty four hours and there are limited services. This facility will be able to provide more services than an urgent care center such as a CT scan machine, an onsite lab, and a full pharmacy. The doctors are certified emergency physicians and they are affiliated with the hospital.

Commissioner Langston wanted to know how many people are anticipated to use this facility and if there would be regular day time appointments conducted. The applicant stated that this facility will function as an emergency room only. There will not be any follow-up appointments at this facility and patients would go to their regular doctors for follow-up appointments.

Commissioner Brown asked if the applicant anticipates the ability to support about sixty thousand people in the population of the surrounding demographic area of this facility and how many employees would be working at the facility. The applicant stated that he did not have specific details to explain how the facility would respond to support the needs of the surrounding demographics but a study was done for this facility regarding the ability of facility to support the population. The applicant also stated that there would be about seven employees working at this facility.

Vice Chair Barger asked the applicant how many parking spaces does the operation require onsite. The applicant responded the minimum would in the mid to high thirty spaces.

Vice Chair Barger asked the applicant if he would consider asking for a variance to reduce the amount of parking required on site to have a more landscape rather than more paving. The applicant replied that they have demonstrated that they can meet the requirements of the Zoning and Development Code and therefore, statutorily, would not be able to demonstrate hardship for a variance request. The second concern the applicant had was regarding the contractual obligations for this land and site plan approval. If the applicant has to go through another process for a variance that would take more time and jeopardize this project.

Commissioner Spears asked the applicant if they would be able to change the stucco color from yellow white to a greyish white to match the recently approved Dunkin Donuts project, North of Minton Drive. The applicant replied they would be willing to work with staff. The applicant also explained the tower glass is a color of Sedona Sunset and that's the logo of Dignity Health and it is important for the patients to have the identity and name recognition with the emergency room facility. Commissioner Spears then asked for the applicant where the signage would be displayed. The applicant showed the Commission an example from another location and explained on the front of the emergency room.

Vice Chair Barger asked about why there were windows built into an interior wall rather than interior space. The applicant explained that there are windows in the front of the examination rooms but the walls are designed to address privacy in the examination rooms.

Commissioner Brown asked if the tower could be about one module lower which is about four feet less in height. The applicant explained that the tower is thirty six feet high and at another location it could be as high as forty feet. The

applicant said he could discuss with the architect about changing the height but it is unlikely they would change it because it's Dignity's identifier.

Commissioner Brown confirmed with the applicant that the picture of the canopy is the actual design of it. The applicant explained that an ambulance entry is required to have a canopy that is made of a metal material. He added that some Dignity buildings will have some stone work to it.

Public Comments: NONE

Discussion from Commission Members:

Commissioner Tinsley expressed that she does not have a problem with the height of the tower. She thinks that going with the greyer stucco is a good idea. She likes that the Commission would prefer that there be more trees and less parking but she understands the applicant's concerns about going through another process would jeopardize their project. She supports the project.

Commissioner Spears expressed that she does not have a problem with the height of the tower and she thinks that the project is fine with the substitution of the color.

MOTION: Commissioner Tinsley made a motion to approve PL150272 with condition that the applicant work with staff to determine appropriate light grey color for the stucco.

Seconded by Commissioner Spears

VOTE: Approved 5-1 with Commissioner Brown in opposition.

DECISION: Request for a Development Plan Review consisting of a new 7,753 square-foot emergency medical clinic for **ARIZONA GENERAL HOSPITAL EMERGENCY ROOM (PL150272)**, located at 5125 South Rural Road is approved with one condition.

Staff Announcements:

Development Review Commission meeting, October 27, 2015:
Study Session will include a presentation of The Pier project.

Regular Meeting

AZPack Warehouse Addition

CVS Pharmacy #10928

Tempe Kia

Operations Center (WFB)

Development Review Commission meeting, November 10, 2015:

Regular Meeting:

Downtown Parking Standards

Crescent Rio

Hardy Townhomes

There being no further business the meeting adjourned at 6:30 pm.

Prepared by: Sarah Adame

Reviewed by: Suparna Dasgupta



Suparna Dasgupta, Principal Planner, Community Development Planning

Minutes of the Development Review Commission October 27, 2015

Minutes of the regular hearing of the Development Review Commission, of the City of Tempe, which was held at the Council Chambers, 31 East Fifth Street, Tempe, Arizona.

Present:

Paul Kent – Chair
Trevor Barger- Vice Chair
Linda Spears- Commissioner
Angela Thornton- Commissioner
David Lyon- Commissioner
Thomas Brown- Commissioner
Margaret Tinsley- Alt. Commissioner

City Staff Present:

Ryan Levesque, Dep. Comm. Dev. Dir. - Planning
Suparna Dasgupta, Principal Planner
Karen Stovall, Senior Planner
Obenia Kingsby, Planner I/II
Steve Abrahamson, Principal Planner
Sarah Adame, Comm. Dev. Admin Assistant II+

Absent:

Andrew Johnson- Commissioner
Daniel Killoren- Alt. Commissioner
Gerald Langston- Alt. Commissioner

Guest Present: NONE

Number of Interested Citizens Present: 0

Hearing convened at 6:05 p.m. and was called to order by Chair Paul Kent.

Consideration of Meeting Minutes: Study Session 09/22/2015
Regular Meeting 09/22/2015

Motion: Vice Chair Barger motion to approve Study Session and Regular Meeting minutes for 09/22/2015
Seconded by Commissioner Thornton

Vote: Approved 6-0 Tinsley abstained (absent 09/22/2015)

Consent Agenda made by Chair Kent

Motion: Commissioner Spears motioned to approve Consent Agenda
Seconded by Commissioner Tinsley

Vote: Approved by 7-0

The following items were approved

3. Request for a Development Plan Review consisting of a 37,102 square-foot addition to an existing 125,134 square-foot building for **AZPACK WAREHOUSE ADDITION (PL150373)**, located at 7255 South Kyrene Road. The applicant is Arizona Production and Packaging, LLC.

5. Request for a Development Plan Review consisting of a 27,485 square-foot of building additions for **TEMPE KIA (PL150352)**, located at 8005 South Autoplex Loop. The applicant is John Mahoney Architect, LLC.
6. Request for an Amended Planned Area Development and Development Plan Review consisting of a new parking structure for **OPERATIONS CENTER (PL150368)**, located at 1305 West 23rd Street. The applicant is Miesfin Samuel of The Samuel Group.

THE BOARD DISCUSSED THE FOLLOWING CASE(S):

4. Request for a Development Plan Review consisting of a new 16,013 square-foot building for **CVS PHARMACY #10928 (PL150374)**, located at 903 East Apache Boulevard. The applicant is Withey Morris PLC.

Presentation by Staff, Obenia Kingsby

Presented project location and surrounding businesses in the area
Presented description of work to the site, streets, driveways, and sidewalks
Presented landscaping work and land coverage
Presented description of elevations, building materials, colors, canopies, and entrances
Recommends approval with agreed stipulations

Questions from Commission to Staff: None

Presentation from Applicant, Jason Morris

Presentation of business, location, and propose.
Applicant advised that the Tempe Commerce is only relocating.
Applicant shared information on the shared parking with the hotel next to this project. He also pointed out there is a vacant driveway that would be eliminated and replaced with landscape that ties in the platform area for the street car.
Mr. Morris shared that this CVS will not have a drive thru which is a collaboration between CVS and staff. This CVS will be to better serve the pedestrian traffic and the back of the building will back up to a future street car stop. This CVS could service up to a three quarter mile radius at this location.

Questions from the Commission:

Chair Kent asked what the hours of operation for this CVS are. Mr. Morris replied that new stores open up on limited hours and then become twenty four hour stores based upon staffing and demand. Chair Kent asked what the mezzanine is for then Mr. Morris replied that it's for storage, not public space.

Presentation from Cory Newkirk, Architect, Jacobs Engineering:

Mr. Newkirk described all materials used for this project. He advised that there are three colors in variation to match the materials. There are steel canopy structures. Main entrance at the corner is very grand and has plenty of shade.

Commissioner Lyon asked the applicant what drives the color selection. Mr. Newkirk explained the traditional colors for CVS are but in discussions with the city staff, there were variations of the pallet that may better fit the character and the existing colors in the surrounding neighborhood. Commissioner Lyon asked if the Mohave brown and black tones are present in the nearby buildings. Mr. Newkirk answered, yes, and there is black paneling and dark greys in the area.

Commissioner Spears asked about the location of the main signage for the main building. Mr. Newkirk explained that part of this project has not been defined yet for CVS. However, it is possible that the signs will be placed over the east door and on the north side of the building above the main windows. Commissioner Spears indicated that the renderings that they have don't show signage at this time. Mr. Newkirk confirmed that it's correct.

Commissioner Spears raised concern that the signage in the light tower is not pedestrian orientated but more vehicular orientated.

The applicant explained that there are other design considerations that were made that contribute to the pedestrian oriented nature of this facility such as, a store without a drive through due to the proximity of the project to light rail and future street car even though the project is outside the Transportation Overlay District (TOD).

Commissioner Brown asked if Mr. Newkirk could clarify what the glass material is. Mr. Newkirk advised it is a low E that will not permit a lot of heat gain and is transparent. Commissioner Brown was concerned about the height of the tower.

Commissioner Lyon asked if Mr. Newkirk could describe the design concept for the tower. Mr. Newkirk stated the tower is designed to be the monumental entry to the store.

Commissioner Brown asked if this tower is open to view as you walk into the building. Mr. Newkirk advised it is not currently an open view. The canopy is a solid top and bottom creates a floor. Commissioner Brown confirmed that it is not continuous with air condition space. Mr. Newkirk agreed and said that there would be some cooling but not to the average comfort level.

Chair Kent inquired about the landscape and screening of the electrical equipment as proposed. Chair Kent voiced his concern about being presented with several different materials of colors at the meeting and which ones are to be approved as part of the agenda item. Mr. Kingsby clarified that the color pallet presented on the boards are the ones proposed for approval.

Chair Kent asked about the location of the refuse collection and Mr. Newkirk pointed out the location as shown in the landscape plan.

Applicant Mr. Morris discussed that the exhibits and color selections were given to the Commission to give the setting around the proposed CVS. The renderings were stripped down show the building design only without the landscaping as proposed. The landscape plan proposed is very extensive. He also stated that he does not have the information of where the Tempe Chamber of Commerce is relocating. Mr. Morris advised that there is a vast difference for day time and night time population that a CVS store such as this serves and the number can vary between 25,000 to 30,000 people.

Vice Chair Barger asked if the view of the back of the building is correct because if in reality the hotel is in the way of that actual view. Mr. Morris advised that that view is accurate.

Chair Kent wanted to know more from Mr. Morris about the shared parking model and how it would work if the CVS changed it's hours of operation to a 24-hour facility. The applicant explained that the traffic generated is very minimal even if the hours of operations change. Mr. Morris also explained that the hotel still maintains control of the shared parking and is comfortable with the proposal.

Chair Kent wanted to know the comparison the square footage of the building and how it compares to other CVS stores. Mr. Morris advised that it is slightly smaller, 13,100 square feet and a normal store would be about 2,000 or 3,000 bigger square feet.

Commissioner Thornton asked Mr. Morris if he could explain how the shared parking works, what type of agreement do they have, how that was done, and she commented that she would like the applicant to do something with dumpster part of the building. Mr. Morris explained that the applicant would like to work with the city staff for direction to build artistic gates in the back there. Mr. Morris explained that the parking is controlled by an agreement and that neither party can exclusively occupy the space or take spaces reserved for one another except for vital hotel operations. The agreement is set to protect the hotel and CVS has calculated the numbers of pedestrian and bike customers and are comfortable with this agreement.

Public Comments: NONE

Discussion from Commission Members:

Vice Chair Barger commented that he really likes the CVS. He likes the architecture, heavy trees and shade on the corner and he doesn't favor the rendering in the presentation. He does like how the building looks from the other rendering perspectives. He thinks it is hard to figure out what colors fit in because the hotel has a wide selection of colors and the surrounding buildings are very different in appearances of color schemes and glass windows. He is in support of the building and the shared parking and likes that there would be less parking downtown.

Commissioner Spears raised concerns about the commission being provided last minute changes on the night of the meeting for the Commission to consider. Commissioner Spears was also concerned about the tower feature and that it serves no purpose for it except for signage and shared parking model. She thinks it is not environmentally friendly. She doesn't have problem with the use and thinks that the Commission is relying on the transit overlay. Commissioner Spears commented that she would have preferred to have complete drawings to make a better decision. She would like to continue this case in order to have a chance to make a complete decision.

Commissioner Lyon commented that he likes the project in general such as the plan, landscape plan, pedestrian driven, and that it makes sense in that location. He thinks that there would be enough parking according to the parking analysis. However, he does have concerns with the elevations. He is not comfortable with the large lantern piece and feels that there is no justification to it architecturally. He made some recommendations regarding the color and design of the building.

Commissioner Brown commented that he doesn't see a problem with the limited parking. He stated that he understands that there was a lot of discussion with the back end of the building. He feels that the project is appropriate mix of this project and that he does agree that the glass tower is like a greenhouse of heat. He would suggest postponing the project or looking at having it to be lowered.

Commissioner Lyon agreed with Commissioner Brown and asked that the height of the lantern (tower feature) be reduced to bring it to a pedestrian scale.

Mr. Morris stated that he would like to work with staff for improvement if they could move forward. Also, perhaps make a public art piece.

Commissioner Thornton would like to know, how much he is willing to lower the lantern.

Commissioner Lyon included that the lantern is currently shown as eight feet taller than any other element.

Chair Kent commented that he would be comfortable with a stipulation to work with staff regarding the change in height.

Commissioner Thornton asked the Commission as to how much the Commission would like the lantern to be lowered.

Commissioner Thornton comments that she doesn't have a problem with the color pallet and she doesn't have a problem with parking. She thinks a great location for a CVS.

Vice Chair Barger commented that he does like the corner taller than the rest of the elements. He would be open to a stipulation to say that the tower would be six feet lower. He does like Commissioner Thornton and the applicant's suggestion of possible public art and for it to be visible when you approaching Rural Road and to the back side of the building to be screened by landscape. He did not have any concerns with the shared parking.

Commissioner Lyon commented that the applicant should work with staff so that the colors are lighter, the dark values should be made lighter of the brown and the black CMU should look at lighter color alternates so the contrast is not so strong.

Commissioner Tinsley Commented that she doesn't have a problem with the color pallet, parking, and suggested modifying the language to stipulation for "code ordinance requirements regarding refuse that they adding that the gate to the refuse structure shall be structured to an artistic element".

Vice Chair Barger provided a stipulation regarding the incorporation of public art.

Commissioner Spears commented that she is not going to support this project because of the current conversation of how to approve and stipulate to redesign the building based on what they think the colors are because they weren't given the correct information.

MOTION: Vice Chair Barger moves to the approval of PL150374 CVS with the amended condition number twelve, added stipulation to work with staff to lower the corner tower four to six feet in height, an additional stipulation to incorporate public art on the Southside of the building visible from Rural Road and to the gates to the refuse structure to the southwest corner of the site.

Seconded by Commissioner Thornton

VOTE: Approved 6-1 with Commissioner Spears in opposition.

MOTION: Vice Chair Barger moves a second motion of approval for PL150374 CVS to approve the colors as presented by the applicant.

Seconded by Commissioner Thornton

Discussion: Commissioner Brown commented that he noticed that there three different tone values. He would like the motion to clarify which of the three color schemes is being motioned for approval.

Vice Chair Barger responded that they approve all that is on the sample boards as the actual colors.

VOTE: Approved 5-2 with Commissioner Lyon and Commissioner Spears in opposition.

DECISION: Request for a Development Plan Review consisting of a new 16,013 square-foot building for CVS PHARMACY #10928 (PL150374), is approved with additional stipulations.

Staff Announcements:

Development Review Commission discussion about who is available for December 4th, 2015 for DRC Retreat. There are limited available Commissioners for that date. Chair Kent requested a Doodle Poll for possible future dates.

Upcoming Agendas:

November 10, 2015 Study Session will start at 5:00pm for a presentation of the Character Areas project by Hunter Hansen.

November 10, 2015 Regular Meeting agenda had Hardy Townhomes on it but it went to Hearing Officer and the variance hearing was denied. It will be presented for an appeal to the Board of Adjustments. They will come back to DRC for a Use Permit, Design, and Height change.

Currently there are two agenda items: Crescent Rio and Downtown Parking Standards.

December 8th, 2015 Regular Meeting agenda has four projects: Hardy Townhomes, The Pier, Smith Road Apartments, Howe Avenue Apartments, and The Valor on 8th.

There being no further business the meeting adjourned at 7:25 pm.

Prepared by: Sarah Adame

Reviewed by: Suparna Dasgupta



Suparna Dasgupta, Principal Planner, Community Development Planning

**Minutes
Development Review Commission
Study Session
October 13, 2015**

The Study Session of the Development Review Commission began at 5:35 p.m., in the Council Chambers
31 East Fifth Street, Tempe, Arizona.

Present:

Trevor Barger- Vice Chair
Margaret Tinsley- Alt. Commissioner
Gerald Langston- Alt. Commissioner
Linda Spears – Commissioner
Thomas Brown- Commissioner
Andrew Johnson- Commissioner

City Staff Present:

Suparna Dasgupta, Principal Planner
Steve Abrahamson, Principal Planner
Karen Stovall, Senior Planner
Sarah Adame, Comm. Dev. Administrative Assistant II

Absent:

Paul Kent – Chair
Angela Thornton- Commissioner
David Lyon- Commissioner
Daniel Killoren- Alt. Commissioner

Guests Present: NONE

Vice Chair Barger began the Study Session at 5:35 p.m.

Review of October 13, 2015 Regular Meeting Agenda

Item #1 – Arizona General Hospital Emergency Room (PL150272) – will be heard.

A request for a Development plan Review consisting of a new 7,753 square foot emergency medical clinic.
Commission has some concerns regarding parking spaces and type of services that will be provided.

Review of past and future applications with staff

October 27 Agenda – there are four items
AZPack Warehouse Addition (PL150373)
CVS Pharmacy #10928 (PL150374)
Tempe Kia (PL150352)
WFB Operations Center (PL150368)

Commission and Staff Announcements

DRC Retreat possibly for December 4th 2015

Pending date confirmation, location, and time.

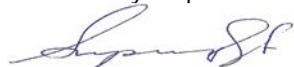
Study Session for October 27th 2015 there is a presentation by The Pier

Reviewed Agenda items for November 10th 2015 – three items on the agenda

The Study Session adjourned at 6:00 p.m.

Prepared by: Sarah Adame

Reviewed by: Suparna Dasgupta



Suparna Dasgupta, Principal Planner

**Minutes
Development Review Commission
Study Session
October 27, 2015**

The Study Session of the Development Review Commission began at 5:35 p.m., in the Council Chambers
31 East Fifth Street, Tempe, Arizona.

Present:

Paul Kent – Chair
Trevor Barger- Vice Chair
Linda Spears – Commissioner
Angela Thornton- Commissioner
David Lyon- Commissioner
Thomas Brown- Commissioner
Margaret Tinsley- Alt. Commissioner

City Staff Present:

Ryan Levesque, Dep. Com. Dev. Dir. - Planning
Suparna Dasgupta, Principal Planner
Karen Stovall, Senior Planner
Obenia Kingsby, Planner I/II
Steve Abrahamson, Principal Planner
Sarah Adame, Comm. Dev. Administrative Assistant II+

Absent:

Andrew Johnson- Commissioner
Daniel Killoren- Alt. Commissioner
Gerald Langston- Alt. Commissioner

Guests Present: NONE

Vice Chair Barger began the Study Session at 5:35 p.m.

Review of Minutes: To be reviewed for approval in Regular meeting

Item #1 Study Session 09/22/2015
Item #2 Regular Meeting 09/22/2015

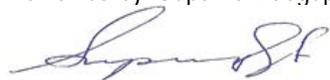
Review of October 27, 2015 Regular Meeting Agenda

Item #3 – AZPack Warehouse Addition (PL150373) – Consent Agenda
Item #4 – CVS Pharmacy #10928 (PL150374) – will be heard
Commission asked for an update on the Street Car Project from Staff
Staff advised information of progress on the project and it should be completed by 2019.
Discussion regarding the shared use parking and CVS signage behind the windows of interior space
Item #5 – Tempe Kia (PL150352) – Consent Agenda
Item #6 – Operations Center (PL150368) – Consent Agenda

Presentation: The Pier by John Kane of Architekton

The Study Session adjourned at 6:01 p.m.

Prepared by: Sarah Adame
Reviewed by: Suparna Dasgupta



Suparna Dasgupta, Principal Planner



Minutes
HISTORY MUSEUM AND LIBRARY ADVISORY BOARD
Wednesday, November 4, 2015

Minutes of the HISTORY MUSEUM AND LIBRARY ADVISORY BOARD recorded at 5:30 p.m. on Wednesday, November 4, 2015, within the Tempe History Museum Board Room, 809 E. Southern Ave., Tempe, AZ.

(MEMBERS) Present:

Jennifer Wagner (Chair)
Virginia (Ginny) Sylvester (Vice-Chair)
David Huizingh
John Linda (Arrived at 5:35 p.m.)
Margaret (Peggy) Moroney
Mary O'Grady
Gail Rathbun

(MEMBERS) Not Present:

Estevan (Steven) Saiz
Johnny Tse

City Staff Present:

Barbara Roberts, Deputy Director, Library and Cultural Services
Brenda Abney, Museum Manager, Library and Cultural Services Division
Amanda Martin, Administrative Assistant, Tempe History Museum

General Public Present:

Eduarda Yates, Tempe Historical Society Representative

Agenda Item 1 - Call to Order:

- Jennifer Wagner, History Museum and Library Advisory Board Chair, called the meeting to order at 5:32 p.m.

Agenda Item 2 - Call to the Audience:

- None.

Agenda Item 3 – Approval of the September 9, 2015 History Museum and Library Advisory Board Meeting Minutes - ACTION

- Jennifer Wagner asked the Board members to review the unapproved History Museum and Library Advisory Board Meeting Minutes document dated September 9, 2015.

-
- MOTION: Virginia (Ginny) Sylvester made a motion to approve the September 9, 2015 History Museum and Library Advisory Board Meeting Minutes as presented.
- SECOND: David Huizingh seconded.
- DECISION: The September 9, 2015 History Museum and Library Advisory Board Meeting Minutes were approved as presented.

Agenda Item 4 - Approval of the October 7, 2015 History Museum and Library Advisory Board Meeting Minutes – ACTION

- Jennifer Wagner asked the Board members to review the unapproved History Museum and Library Advisory Board Meeting Minutes document dated October 7, 2015.

- MOTION: Virginia (Ginny) Sylvester made a motion to approve the October 7, 2015 History Museum and Library Advisory Board Meeting Minutes as presented.
- SECOND: Gail Rathbun seconded.
- DECISION: The October 7, 2015 History Museum and Library Advisory Board Meeting Minutes were approved as presented.

Agenda Item 5 – Friends of the Tempe Public Library Report:

- None

Agenda Item 6 – Tempe Historical Society Report:

- Eduarda Yates reported on the following to the Board:
 - The Tempe Historical Society's Larry Campbell Tree of Lights celebration, with the participation of the Veterans History Project and the Friends of the Tempe Public Library, is scheduled to occur in early December. This program provides an opportunity to honor and remember friends, family and loved ones with commemorative ornaments placed on a tree within the Tempe History Museum's lobby, with proceeds used to support the Museum's Oral History Project.
 - Hayden Ferry Days will take place on March 18 and 19, 2016.
 - Festivities on March 18 include a dinner at the Hackett House. Events on March 19 include a car show at Kiwanis Park, a tour of downtown Tempe, and a festival at the Tempe Library Complex to include vendors, partner booths, indoor activities and more.
 - J. Wagner inquired about how the Tempe History Museum and Library Advisory Board can obtain a booth for Hayden Ferry Days.
 - Brenda Abney stated that partner and vendor application forms for the March 19 Hayden Ferry Days event are available through the Museum's website at www.Tempe.gov/Museum.
 - The Tempe Historical Society's Lunch Talk program kicked off on October 15. The first program of the series was well-attended and featured guest speaker, Dr. Grady Gammage, Jr.
 - The next Tempe Historical Society Lunch Talk is scheduled for Wednesday, November 11 and features speaker Marcie Gorman who will talk about the Elias-Rodriguez House.

Agenda Item 7 – Staff Reports:

- Library Report – Barbara Roberts reported on the following to the Board:

- The Tempe Public Library has been receiving public feedback on the recent two recent policy changes the Board approved:
 - The closure of the Library's north door (minimal concern)
 - Changes to the food policy in the Library's Code of Conduct. (Most comments center around providing a place to eat somewhere in the Library.)
 - Mary O'Grady inquired whether or not the Library's north door closure has impacted attendance at the Tempe History Museum.
 - B. Abney stated that the north door closure has not made a noticeable impact on Museum attendance.
 - B. Roberts noted that the Library's north doors can be opened to provide better access to the Library complex courtyard and the Tempe History Museum during special events.
 - Bike parking at the Library: consideration is being given to moving the bike racks from the now closed north entry door to a location closer to the Library's main entrance.
 - Strategic planning community engagement draft report is completed and the Board will see the final version next month.
 - The Library's annual "Food for Fines" program began November 1 and will continue through December 31. One can of food is equal to \$1 in fines waived. The Library's partner is Tempe Community Action Agency (TCAA).
 - The Library is in the process of recruiting for the last open Librarian position for Youth Services. The position will be focused on childhood literacy.
 - City Council will be considering a contract award to a radio frequency identification device (RFID) vendor at the November 12 City Council Meeting.
- Museum Report – Brenda Abney reported on the following to the Board:
 - Tempe History Museum staff is focusing most of their immediate efforts on the Legend City exhibit opening scheduled for Friday, November 6.
 - The Tempe History Museum's ReVamped Third Thursday program kicked off on October 15 and was well-attended.
 - The 2015-16 Third Thursday program relies on community hosts to create, plan and organize an event of their choosing within the series. Each Third Thursday program will provide free, quality baked goods and coffee from Cortez Coffee and Mind Over Batter or Whole Foods.
 - Upcoming events at the Museum include the Larry Campbell Tree of Lights, Tempe Historical Society Lunch Talks, a showing of the Polar Express in December, and Christmas at the Petersen House Museum on weekends in December.
 - The Tempe History Museum is continuing its relationship with the Museum of Danish America for consulting purposes at the Petersen House.
 - The Tempe History Museum is looking to decorate the home in a turn-of-the-century/early Tempe Christmas style rather than a strictly Danish Christmas décor.
 - B. Abney asked M. (Peggy) Moroney if she will be willing to lend her nisse collection to the Tempe History Museum for Christmas at the Petersen House. P. Moroney agreed to lend her nisse collection to the Museum for the holiday season.
 - The Tempe History Museum has begun offering its 5th Grade Tour program and has completed one tour to-date, with 13 more scheduled throughout November and December.
 - 4th Grade Tours at the Petersen House begin in January, 2016.

Agenda Item 8 – Museum Collections Committee Report

- Written report provided
- Brenda Abney reported to the Board:
 - There are no incoming provisional deposits or acquisitions at this time.
 - Loans are currently being processed for the Legend City exhibit.
 - There are currently 42 provisional deposits that need to be processed.
 - J. Wagner asked B. Abney if the Museum Collections Committee needs an additional committee member. B. Abney stated that she is unsure if an additional committee member is needed at this time.

Agenda Item 9 – Board Members' Announcements

- M. (Peggy) Moroney informed the Board that a fundraiser event commemorating the opening of the Eisendrath House is taking place on November 20, 2015. Tickets for the event are \$120 each and may be purchased online.
 - Starting in January, 2016, the Eisendrath House will be available for special event rentals.
 - Public viewing days at the house are scheduled from 10 a.m.-3:30 p.m. on November 21 and 22.
 - The property has been conserved and will house an education building for family-oriented programs. The property will function as a campus for sustainability, as well as a teaching instrument to help share the history of the Carl Hayden family.
- V. (Ginny) Sylvester reported to the Board that a video of a celebratory dinner for Carl Hayden held at the Westward Ho Hotel in 1961 is available through the ASU Digital Repository Library website at <http://repository.asu.edu/search?q=Hayden+Dinner>
 - The video features remarks by President John. F. Kennedy, Vice President Lynden B Johnson and prominent Arizona politicians.

Agenda Item 13 – Adjournment

- Chair Jennifer Wagner adjourned the meeting at 6:12 PM.

The next meeting date and location of the History Museum and Library Advisory Board is Wednesday, December 2, 2015 at 5:30 PM in the Tempe Public Library – 2nd Floor Board Room.

Prepared by: Amanda Martin

Reviewed by: Barbara Roberts and Brenda Abney

Approval signature: History Museum and Library Advisory Board Member



Minutes Mayor's Youth Advisory Commission December 1, 2015

Minutes of the Mayor's Youth Advisory Commission held on December 1, 2015 6:30 p.m., at the Tempe, Public Library Teen Center, 3500 S. Rural Road lower level, Tempe, Arizona.

MEMBERS Present: Daniel Bish, Alexis Blanc, Kevin Dunnahoo, Gabriel Edwards, Juliet Farr, Jason George, Sophia Gonzalez, Nicholas Hargis, Nandini Mishra, Chris Moffitt, Nomith Murari, Marissa Salazar, Carter Vierra, Ellie Young, Safiyah Zubair, and Elizabeth Zyriek.

MEMBERS Absent: Tiffanie Cappello-Lee, Hayden Eastwood, Ryan Emerson, Smita Gopalakrishnan, Aemelia Morris, and Jaren Savage.

City Staff Present: Lily Villa.

Guests Present: None.

Agenda Item 1 – Call Meeting To Order/Introductions

Chris Moffitt, MYAC Chair, called the meeting to order at 6:31pm.

Agenda Item 2 – Consideration of the Meeting Minutes: November 17, 2015

Alexis Blanc read the minutes from the November 17, 2015 meeting.

Motion: Daniel Bish, Youth Town Hall Chair motioned to approve the minutes.

Second: Gabriel Edwards seconded the motion.

Decision: Minutes were approved.

Agenda Item 3 – Treasurer's Report

Kevin Dunnahoo, MYAC Treasurer provided the Treasurer's Report.

Agenda Item 4 – Announcements

Chris and **Daniel** provided a rough draft of the MYAC Quarterly report which they will send to the Mayor and City Council for regular updates on MYAC activities, per Councilmember Granville's request. The report will be a newsletter with highlights of MYAC's accomplishments.

- MYAC will use the motto, "Tomorrow's leaders working with today's leaders."
- MYAC will add a community call to action or a "wish list."

Agenda Item 5 – 2016 Youth Town Hall Planning

- 1) **Nandini Mishra** provided a quote for sandwiches from her friend's Subway restaurant and after comparing the price of Dilly's Deli versus Subway, the MYAC members decided that it would be more cost-efficient to use the Dilly's Deli menu.
- 2) The Youth Town Hall planning teams broke up to finalize their group's discussion questions, write a materials lists for all of the discussion group presentations, and the hype team determined their materials and timeline for the day's fun activities.

Agenda Item 7 – Future Agenda Items

- 2016 Youth Town Hall Planning

The Commission's next meeting will be **January 5, 2016**.

Meeting adjourned at 7:32 p.m.

Prepared by: Nomith Murari

Reviewed by: Lily Villa

Chris Moffitt, Chair
Mayor's Youth Advisory Commission



Minutes
TEMPE MUNICIPAL ARTS COMMISSION
November 18, 2015

Minutes of the Tempe Municipal Arts Commission (TMAC) recorded at 5:02 p.m. on November 18, 2015, within the Tempe Center for the Arts, Barbara Carter Lounge, 700 W. Rio Salado Parkway Tempe, AZ 85281.

(MEMBERS) Present:

Susan Bendix
Celina Coleman – Vice Chair
Hilary Harp
Charlie Lee
Robert Moore
Gail Natale
Kelly Nelson – Chair
Celeste Plumlee

(MEMBERS) Absent:

Christine Cirillo-Ching
Anthony Johnson
Kiyomi Kurooka
David Lucier

City Staff Present:

Maja Aurora, Arts Coordinator – Arts Grants, Public Art, Art in Private Development
Julie Akerly, Arts Assistant

Guest(s) Present:

John Nelson, Artist; Wilson Art and Garden Neighborhood Grant
Joe Livingston, Neighborhood Representative; Wilson Art and Garden Neighborhood Association, Neighborhood Grant
Josh Meibos, Neighborhood Representative; Wilson Art and Garden Neighborhood Association, Neighborhood Grant
Celina Tchida, NEDCO; Mural at Liquor Express
Kyle Delly, Business Owner; Mural at Liquor Express
Kate Borders, Downtown Tempe Authority; Jackrabbits

Agenda Item 1 - Call to Order

- **Kelly Nelson**, TMAC Chair, called the TMAC meeting to order at 5:02 p.m.

Agenda Item 2 – Public Appearances

- None

Agenda Item 3 - Approval of the October 14, 2015 Commission Minutes

- **K. Nelson** asked the TMAC members to review an **unapproved TMAC minutes document** dated **October 14, 2015**.
- **MOTION:** **Susan Bendix** moved to approve the **October 14, 2015 Tempe Municipal Arts Commission Meeting Minutes document** as presented.
- **SECOND:** **Hillary Harp** seconded.
- **DECISION:** **Approved as presented, with an abstention for Gail Natale and C. Coleman.**

Agenda Item 4 – Chairperson’s Announcements

- None

Agenda Item 5 – Wilson Art and Garden Neighborhood Association, Neighborhood Grant

- **John Nelson, Artist and Neighborhood Representatives Joe Livingston and Josh Meibos** shared plans for two standpipe mosaics. The artist has experience creating mosaic and sculptural public art. The first standpipe will be built on the corner of S Farmer Avenue and W Howe Street and uses imagery of couples dancing. The other standpipe mosaic is on 1030 S Farmer Avenue and uses bicycle imagery. The neighborhood chose a mosaic for the project because it will require less maintenance overtime. Installation is slated for February 2016.
- TMAC feedback and comments include:
 - Liked the whimsical nature of the designs
 - The bicycle-related content fits with the culture of the neighborhood

Agenda Item 6 – Mural at Liquor Express, 1605 E Apache Blvd

- **Kyle Delly, Liquor Express Owner and Celina Tchida, NEDCO** shared plans for a mural to be painted on the west wall of Liquor Express. Four artists who live in the Hudson Manor neighborhood will paint individual murals on the wall to display the talent and diversity of the neighborhood. Installation will occur after the plan is approved by Community Development.
- TMAC feedback and comments include:
 - Appreciated the use of local artists in the community
 - Suggested finding a way to share that the artists live in neighborhood
- **H. Harp** requested a presentation about NEDCO in a future meeting.

Agenda Item 7 – Jackrabbits

- **Kate Borders, Executive Director of the Downtown Tempe Authority** presented her plan to place 13 bronze life size jackrabbits around Downtown Tempe. The jackrabbits will be designed and fabricated by Mark Rossi, the Arizona artist who created the *Three Blacktail Jackrabbits* at Centerpoint. K. Borders requested for the City of Tempe to sponsor one of the jackrabbits. Sponsors will receive recognition in marketing materials.
- TMAC feedback and comments include:
 - Impressed by the project and excited to see the jackrabbits installed
 - Appreciated the connection to a popular and iconic Art in Private Development Project that already exists downtown
 - Suggested involving community members in determining the location of the jackrabbits and writing stories for the jackrabbits
 - New developers could sponsor a jackrabbit as a part of their Art in Private Development requirement
- **MOTION: H. Harp moved to approve the request to use \$2,000 of Municipal Arts Funds to sponsor the project.**
SECOND: G. Natale seconded.
DECISION: Approved as presented.

Agenda Item 8 – WUD Well Site #1 Mural, Public Art

- **Maja Aurora, Arts Coordinator**, gave an overview of Jake Early’s design and presented updates about the WUD Well Site #1 Mural at Daily Park.

- The panel selected Jake Early's proposal because he was able to capture the identity of the neighborhood in his design.
 - Shirts will be created with images from the mural and will be available for pre-order before the opening event.
 - Project start date will be delayed due to working with Union Pacific on use of their right-of-way.
- **MOTION: H. Harp moved to approve Jake Early's WUD Well Site #1 Mural proposal as presented.**
SECOND: Celeste Plumlee seconded.
DECISION: Approved as presented.

Agenda Item 9 – Public Art Docents

- Public Art Docents are scheduled in the program for Tempe Festival of the Arts.
- Docents are still needed for one location on Friday, and three locations on Sunday, and will consider finding volunteers or asking the artists to fill docent positions.
- Docents will have Public Art Maps and magnets to hand out.
- **Robert Moore** will work with Downtown Tempe Authority to place their floating chalkboard near *Three Blacktail Jackrabbits* for the public to make comments about public art.

Agenda Item 10 – Annual Retreat

- **C. Coleman** is planning a half day TMAC retreat for early January. More information will be provided at the December meeting.

Agenda Item 11 – Broader Mandate & Specific Membership Qualifications

- **K. Nelson** shared a list of preferred membership qualifications for TMAC. The discussion will be continued at a future meeting.

Agenda Item 12 – Update; Public Art

- None

Agenda Item 13 – Commission Members' Announcements

- None

Agenda Item 14 - Adjournment

- The next Tempe Municipal Arts Commission (TMAC) meeting will be held at 6pm on December 9, 2015 at the Tempe Public Library Board Room, 3500 S. Rural Road Tempe, AZ 85282.
- **Meeting adjourned at 6:26 p.m.**

Prepared By: Julie Akerly

Reviewed By: Maja Aurora and Barbara Roberts

Minutes
Parks, Recreation, Golf and Double Butte Cemetery
Advisory Board
November 18, 2015

Minutes of the Parks, Recreation, Golf and Double Butte Cemetery Advisory Board meeting held on November 18, 2015, 6:00 p.m., Tempe Public Library – Library Program Room A, Lower Level, 3500 S. Rural Road, Tempe, AZ.

Members Present:

Sharon Doyle – Chair
Fred Wood – Vice Chair
Judy Aldrich
Mary Ann Dillon
Suzanne Durkin-Bighorn
Christina Hudson
Mary Larsen
Don Watkins

Members Absent:

Tiffany Beyer
Maureen DeCindis
John Vack

City Staff Present:

Charlie Bladine, Public Works Supervisor- Administration
Julie Hietter, Public Works Administration- Manager
Grace Kelly, Public Works Supervisor- Administration
Bobbi Lloyd, Management Assistant II- Field Operations
Dave McClure, Greenscapes/Park Renovation and Restoration
Oliver Ncube, Parks Manager
John Osgood, Public Works Manager- Renew Energy
Kelly Rafferty, Deputy Community Services Director- Recreation
Bonnie Richardson, Principal Planner

Upon the establishment of a quorum, meeting was called to order at 6:02 p.m. by Sharon Doyle.

Agenda Item 1 – Consideration of Meeting Minutes

a. **October 21, 2015**

Motion made by Judy Aldrich to approve meeting minutes of October 21, 2015 as submitted.

Seconded: Mary Larsen

Motion: Approved unanimously

Agenda Item 2 – Public Appearances

Darlene Tussing, north Tempe resident, expressed concern of equalization of parks being worked on. Provided board members map she put together on inspection completed of park assets.

Agenda Item 3 – Grant Project Update

- a. **Escalante Park-** Julie Hietter and Dave McClure provided an update on the progress of Escalante Park. Working collectively, neighbors and staff identified desired changes including installing a multi-use field in the area where there is currently a baseball field, creating a walking/jogging path, adding a volleyball court and adding rubberized surfacing and additional equipment to the play area. Funding for this project comes entirely from various grants. A groundbreaking event will be held on Tuesday, November 24, at 9 a.m.

Agenda Item 4 – Continue Discussion of Process for Review of Park Donations

Grace Kelly continued discussion with the board on the draft process for review of community construction projects in parks. Board provided feedback/comments which will be incorporated into the document and then will move forward to council which will be presented by chair and staff.

Agenda Item 5 – Singh Farm at Rio Salado Golf Course Update

John Osgood provided an update to the board on the status of Singh Farm at Rio Salado Golf Course. Members involved are currently working with Maricopa County Flood Control District and Army Core of Engineers on plan submittals. Some of the proposed ideas for the 60 acre space include; community gardens, walking paths, tree houses, Zen gardens and gathering areas all of which would be moveable since this site is in a flood zone. It is estimated that this project would take about three years which includes preparing the grounds and making the soil healthy to be able to grow on.

Agenda Item 6 – Urban Forest Masterplan Update

Bonnie Richardson presented to the board the Urban Forest Masterplan update. In 2012-13 the Global Sustainability Solutions Services at ASU's Global Institute of Sustainability was contracted to research and evaluate the extent of Tempe's tree canopy in relation to a number of factors including total public canopy coverage, coverage per character area, coverage relative to irrigation service, etc. With this information staff will craft an Urban Forest Master Plan that will:

1. Establish goals for trees and shade management over the next five to ten years including developing strategies and identifying barriers and solutions to meet those goals;
2. Research the impact of goals relative to achieving a 20 minute city as identified in the Tempe General Plan 2040 and related to increasing the urban forest asset value; and

-
3. Determine budget estimates to implement strategies, accounting for shade, water use, VOC emissions, etc.

The Urban Forest Masterplan presentation to Council will be on April 21, 2016. Additional resources and links regarding the masterplan can be found at:
<http://www.tempe.gov/city-hall/public-works/transportation/urban-forest>

Sharon Doyle noted there used to be a Parks Board member on the Redevelopment Review Board to ensure greenspaces/trees were included in the planning stages, now that is no longer in place and possibly being overlooked.

Agenda Item 7 – Double Butte Cemetery Quarterly Update

Oliver Ncube provided an update to the board regarding the maintenance of the cemetery. There is one city staff person that works at the cemetery and the rest of the maintenance is provided on a weekly basis by Maricopa County probationers.

Kelly Rafferty provided an update to the board regarding the business side of the cemetery. The cemetery was full prior to the 2007 expansion. Sales are handled by Cynthia Yanez. Tempe Double Butte Cemetery flyers and price sheets were provided to the board. Some of the board members were not aware that availability remained and suggested outreach be done to ensure residents are aware.

Agenda Item 8 – 2016/17 Capital Improvement Plan Process

Julie Hietter presented to the board the five year FY16/17 – FY20/21 Capital Improvement Process (CIP) which included the overview of calendar dates. Charlie Bladine added that staff is working with a consultant called FM Solutions and utilizing their Facilities Apps software which incorporated park assets into a program that projects replacement based on industry standard for life cycle by each asset. This asset inventory system is used for prioritizing and ranking data and used in part to help determine how park assets are prioritized in the CIP process. Julie will provide to the board an initial list of park CIP projects at the December meeting, provided it is permitted before council review.

Sharon Doyle noted the board wants enhancements in parks, not just replacements of existing assets. Julie confirmed that a CIP will be submitted for park enhancements and expansion based on the Play Value concept that was presented to the board in October.

Agenda Item 9 – Golf Quarterly Revenues Update

Quarterly update was provided in packet materials.

Agenda Item 10 – Current Events/Board Announcements/Future Agenda Items

- Watershed Management Group at future meeting
- Clark Park Neighborhood Association at future meeting
- Kiwanis Park historical materials shared with board
- Include map from Darlene in future packet if possible

Meeting adjourned at 7:36 p.m.

Prepared by: Bobbi Lloyd, Management Assistant II, (480) 350-8352

Reviewed by: Julie Hietter, Public Works Administration Manager (480) 350-8412

Minutes City of Tempe Sustainability Commission November 16, 2015

Minutes of the Tempe Sustainability Commission held on Monday, November 16, 2015, 4:30 p.m., at the Public Works Conference Room, 31 E. 5th Street, Garden Level, Tempe, Arizona.

(MEMBERS) Present:

John F. Kane (Chair)
Kendon Jung (Vice Chair)
Jessica Hauer (phone)
Carol Hu
Mary Ann Miller

Alix Monty
Aaron Redman
Arnim Wiek
Corey Hawkey

(MEMBERS) Absent:

Gretchen Reinhardt
Colin Tetreault

City Staff Present:

Don Bessler, Public Works Director
Carla Sidi, Public Works Executive Assistant
David Nakagawara, Development Services Director

Marilyn DeRosa, Public Works Deputies
Director Water Utilities

Guests Present:

Jake Savonei, ASU student
Cara Nassar, ASU student
Cody Tubey, ASU student

Sheina Hughes, Stantec Consulting
Maria Brady, Stantec Consulting

Chair John Kane called the meeting to order at 4:35 p.m.

Agenda Item 1 – Public Appearance

Chair John Kane introduced Jake Savonei, ASU student. Jake and his team are doing a preliminary study in urban resiliency. They are studying Tempe's systems. Chair Kane said he would like the commission to see the results when they become available.

Agenda Item 2 – Approval of Meeting Minutes

Chair Kane introduced the minutes of the October 19, 2015 meeting and asked for a motion. A motion was made to approve the minutes.

Motion: Commissioner Mary Ann Miller

Second: Commissioner Aaron Redman

Decision: Approved

Agenda Item 3 – Strategic Sustainability Goal - Review Compact of Mayors Program.

Don explained the context of the Compact of Mayors Program and the potential impact of the program to the Commission and to the city as an organization. For reference, Don explained some of the different goals the city has adopted like the Renewable Energy goal adopted by City Council. He gave an overview and explained the four fundamental levels of the Compact of Mayors Program.

Commissioner Redman said the program is very much in line with the next step the Commission needs to take and talked about an inventory assessment.

Discussion about how the program is aligned with the vision of the Commission and how it can be aligned with the city budget.

Commissioners discussed how the city can adopt the program and work collaboratively with the Commission. This program could help create a baseline, an inventory and engage the community at the individual, business and organization level.

Commissioner Miller talked about the distinctions between municipal and community sustainable impacts. She suggested using language in the letter with a statement encouraging voluntary instead of mandatory participation.

Suggestions for language in the letter should be sent to Carla and Chair Kane.

A motion was made to approve the Sustainability Commission Chair Kane to send a letter to the City Council on the Commission's behalf recommending City of Tempe to sign on to this program.

Motion: Commissioner Alix Monty

Second: Commissioner Aaron Redman

Decision: Approved.

Agenda Item 4 – Sustainability Initiatives

Don presented an overview of the City Sustainability Initiatives Program.

Commissioner Kendon Jung asked if there are opportunities for collaboration for other existing boards. Don confirmed that these types of collaborations are welcome and asked all boards' collaborations should go through the appropriate staff liaison.

Discussion about the different Public Works Sustainability Programs and their progress.

Agenda Item 5 – Sustainability Features- Water Utilities

Marilyn DeRosa, Deputy Public Works - Water Utilities, provided a PowerPoint presentation on the city's water conservation programs. She gave a brief summary of the initiatives, effectiveness, and how it gets measured. Discussion about customer behavior.

Marilyn explained the implementation of water usage audit program and its efficiency. The estimated average savings can be 60,000 gallons per year per customer and the target is at least 200 customers per year. She mentioned how the program was enhanced in the last year by bringing on three ASU Student Interns.

Commissioner Corey Hawkey mentioned that ASU would like to partner on this area.

Discussion continued amongst the Commissioners about the different programs and their impacts.

Agenda 6 – Greywater Initiatives

David Nakagawara, Development Services Director, provided the Commission an outline of the city's emerging greywater program.

Discussion about different uses of greywater. David suggested that the Sustainability Commission could consider working toward a strategy to help incentivize and promote the greywater program. Commission will look into best practices on how to deploy greywater at the neighborhood level.

Agenda 7 – Commission Retreat

Deferred to next meeting

Agenda Item 8- Housekeeping Items

Carla talked about agenda materials and calendar. Commissioners should send Carla all events and she will compile them into the calendar that will be sent out twice a month.

To promote a paperless meeting just agenda and minutes will be printed for the meetings. Carla is working with IT to create a SharePoint place for the Commission to share materials. All the materials part of the agenda will be sent out electronically. If a Commissioner would like a copy of a presentation given at a meeting, Carla will send it electronically.

Agenda Item 6 – Future Agenda Items

Chair Kane talked about future presentations. There will be two presentations per meeting to educate the Commission about city programs. The presentations will be divided into four categories:

Water - Water Conservation and others

Land - Waste Management, Parks, Household Hazardous Waste Material and Forestry

Air - Transportation, Transit

Energy - Solar projects

A motion was made to move the Monday, December 21st meeting to Monday, December 14 due to the holidays.

Motion: Commissioner Alix Monty

Second: Commissioner Aaron Redman

Decision: Approved.

The following future agenda items have been identified by the Commission or staff:

- Retreat and Land presentation (December)
- ASU Sustainability Organization Structure

Commissioner Miller made a motion to adjourn the meeting, Commissioner Jung seconded.

The Commission's next meeting is scheduled for December 14, 2015.

The meeting was adjourned at 6:41 p.m.

Prepared by: Carla Sidi

Reviewed by: Don Bessler

Memorandum

Public Works Department



Date: January 14, 2016

To: Mayor and Members of Council

From: Marilyn DeRosa, Public Works Deputy Director – Water Utilities

Through: Don Bessler, Public Works Director

Subject: Water Conservation Program Update

The following report provides program updates to Tempe’s current Water Conservation Program Initiatives. As you read through the information provided highlighted are a number of successes and noted are a few areas where improvements can be made. The Water Conservation staff has worked diligently to have all aspects of the programs successful with some aspects of the program being seasonal, for example, landscape rebate programs.

There are two program areas where expectations are being exceeded. The first is the Multi-Family Residential Low Flow Toilet Rebate Program. The annual goal for this program was 100 rebates. During this calendar year, 597 rebates have been provided. Specifically this program provides rebates up to \$75 for the installation of 1.28 gallons per flush ultra- low flow toilets in multi-family residential units.

The second program of note is the conversion of irrigation equipment in our city parks. Four parks were identified (Campbell, Rotary, Hudson, and SVOB) to have high efficiency sprinkler heads, flow sensors, and smart controllers installed. Initial water use reduction and savings is ranging between 25% - 35%. More data gathering is needed, but preliminary data indicates significant water savings.

Staff is in the process of collecting data for calendar year 2015 annual water use reports, where actual metered water use and savings will be calculated. If you have any questions or comments, please let us know. We thank you for your continued support.

Conservation Program Initiative	Program Description	Current Status
SINGLE-FAMILY RESIDENTIAL SECTOR		
<p>One-on-One Home Water Audits Goal (Jan-Dec)-250 Actual-193</p>	<p>Home visits by Conservation staff assisting residents in identifying leaks or inefficient water fixtures and providing information on additional ways to use water more efficiently.</p>	<p>This program has been successful and well received by residents. In calendar year 2015, 193 Home Water Audits have been performed. Student interns from ASU’s School of Sustainability have been instrumental in assisting with the audits. While we did not hit our goal of 250 audits, the worked performed was well received by the public and comments continue to be favorable about this program. This program was heavily marketed through the city’s website and social media.</p>

<p>Home Water Use Report (Planned Program)</p>	<p>Customized home water use report designed to provide individual information to increase awareness of daily and overall use of water by residents.</p>	<p>The customized home water use report will include three sections that will assist our residents in understanding their water use trends, water use comparisons to similar-sized properties in their neighborhood or zip code, and tips for saving water and using water more efficiently. The customized home water use reports will be sent out with utility billing statements three times a year (<i>sent to residential water customers within one of the four Tempe zip codes each month</i>). The three sections of the report will include:</p> <ol style="list-style-type: none"> 1. Customized four month chart of each property’s hourly/daily water use trends, showing metered water consumption at a greater level of detail made possible by Tempe’s conversion to Automated Meter Integration (AMI), or smart meters that record real-time water use trends. 2. Month to month comparison of the residential customer’s water use to the average of other similar single-family residential homes in the same Tempe zip code. Water use comparison charts will also include average monthly water use of similar Tempe homes that have low water use xeriscape plants vs. Tempe homes that have grass or more water intensive landscaping. 3. Practical tips and information for detecting home or irrigation system water leaks, saving water or using water more efficiently and promotion of Tempe’s personalized home water audits for residents. <p>In order to provide the best customized home water use reports possible to our residents this program will be implemented in tandem with the Tempe conversion to residential AMI metering in Fiscal year 2016/2017.</p>
<p>Low-Flow Toilet Rebates Goal (Jan-Dec)-550 Actual-553</p> 	<p>Rebates up to \$75 for installation of 1.28 gallons per flush ultra-low flow toilets.</p>	<p>This calendar year 553 rebates have been provided. This exceeded our target goal of 550.</p>

<p>Low Water Landscape Rebates Goal (Jan-Dec)-100 Actual-84</p> 	<p>Rebate of \$0.25/ft² for turf removal.</p>	<p>84 rebates were provided this calendar year. This program is most popular during the spring planting season, and during this period activity and interest is high.</p>
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<p>Greywater Harvesting Rebate and Rainwater Harvesting Education (New Program)</p> <p>2 classes held 55 attendees 3 rebate forms submitted</p>	<p>Rebates of 50% of incurred expense up to \$200 provided for Greywater system installation to include retrofit or new home install.</p>	<p>Classes are held twice per year in the spring and again in the fall. Information regarding greywater systems and rain harvesting is provided along with rebate forms. During the May 16, 2015 Greywater and Water Harvesting classes there were 27 attendees.</p> <p>During the November 21, 2015 classes there were 28 attendees.</p> <p>Three (3) rebate forms have been submitted from these workshops. It was anticipated we would receive as many as 25. Outreach will be evaluated to see if an increase in participation and additional submittals can be obtained in future classes.</p>
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MULTI-FAMILY RESIDENTIAL SECTOR

<p>Low Flow Toilet Rebates Goal (Jan-Dec)-100 Actual-597</p> 	<p>Rebates up to \$75 for installation of 1.28 gallons per flush ultra-low flow toilets with a cap of \$5,000 per property.</p>	<p>Low Flow Toilet Rebates in the Multi-Family Residential Sector were very popular. The target goal was 100, and during the year 597 rebates were provided.</p>
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<p>Multi-Family Landscape Rebate (New Program) Goal -11 Actual-0</p> 	<p>Rebate elements include: \$0.25/ft² for conversion of contiguous areas of high water use to desert landscaping up to a maximum of \$3,000; and \$1.00 per linear foot of turf grass strips removed and replaced up to a maximum of \$500.</p>	<p>Interest in the Multi-Family Landscape Rebate was not as high as anticipated.</p> <p>Funding became available in July and the goal for the fiscal year was to have 11 properties converted. Landscape rebate activity tends to occur during the spring planting season. While no properties have taken advantage of this rebate program as of yet, outreach continues with staff personally contacting property managers and owners.</p>
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COMMERCIAL/INDUSTRIAL SECTOR

<p>Water Utilities Business Liaison (NEW PROGRAM)</p> <p>Public Works is working with HR to establish new classification. Once the job class is created a recruitment will follow.</p>	<p>Full time staff member to support and serve our commercial, industrial, and educational customers.</p>	<p>Council approved funding for this position during the FY16 budget cycle. Public Works is working with Human Resources to create this new classification. Once the classification has been established a recruitment will be initiated.</p> <p>This position will provide a consistent point of contact for our Commercial, Industrial, and Educational customers and will reach out to these customers to ensure open dialogue and discussion related to water conservation, water and wastewater rates, customer service, planning for growth, wastewater pretreatment and other business related issues.</p>
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<p>Neighborhood Grant Program Goal-\$30,000/Yr Programmed-\$29,705</p> 	<p>This program provides matching monies to HOAs and Neighborhood Associations (NA) to invest in water conservation projects and landscape improvements.</p>	<p>Three of the four projects listed are scheduled to be completed by July 2016. The Butler Tempe project is completed and included putting in high efficiency sprinkler heads and a smart irrigation controller. The projects totaling \$29,705 include:</p> <ul style="list-style-type: none"> • Tempe Villages HOA \$10,000 • Warner Estates NA \$10,000 • Pecan Grove Estates \$7,933 • Butler Tempe HOA \$1,772
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NEIGHBORHOOD Handbook



<p>Business Grant Program Goal-2 Actual (July-Dec) - 0</p> 	<p>Grants are available for up to 50% of the project cost with a maximum grant award of \$20,000.</p>	<p>It is anticipated with the help of the Water Utilities Business Liaison this program will be marketed to large commercial/industrial customers. The target goal is to award two grants per year. Staff is currently working with several interested businesses and outreach efforts are continuing.</p>
<p>Commercial/Industrial Landscape Rebate (NEW PROGRAM) Goal-11 Actual (July –Dec) - 0</p> 	<p>Rebate elements include: \$0.25/ft² for conversion of contiguous areas of high water use to desert landscaping up to a maximum of \$3,000; and \$1.00 per linear foot of turf grass strips removed and replaced up to a maximum of \$500.</p>	<p>Funding for this program became available in July. Staff has contacted properties in Tempe’s Autoplex, and there is interest in converting grass strips to desert landscaping. This program offers rebates to customers who want to remove high water use plant material and install desert landscaping or change to a more efficient irrigation system. With a cap of \$3,000 per property and FY16 budget of \$35,000, the goal is to have 11 properties converted by the end of FY16.</p> <p>Conversion to desert landscaping and planting will need to be deferred until spring when planting is the most advantageous.</p>

MUNICIPAL SECTOR

<p>City Parks Irrigation System Efficiency</p> <p>4 Parks fitted with new irrigation equipment Work completed in August.</p>	<p>This program will evaluate the condition of our irrigation systems in our City parks and possible irrigation system improvements.</p>	<p>Four city parks were fitted with high efficiency sprinkler heads, flow sensors, and smart controls. Work was completed in August costing approximately \$40,000. Water use and savings ranging between 25% - 35% have been seen in the last four months with the new equipment. Further tracking will be needed to ensure this is an on-going trend, but at first review the water use and savings are noteworthy.</p> <p>Once a baseline is established and 12 months of data is collected verifying on-going water use reduction and savings additional parks can be identified for possible conversion.</p>
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RECLAIMED WATER REUSE AND WATER SUPPLY PROGRAMS

**Local Treatment,
Recharge and Reuse**

This program would require the re-establishment of flows to the Kyrene Water Reclamation Facility. Currently all wastewater flows are sent to the Sub-Regional Operating Group (SROG). Reclaimed water is an important component of our 100-year Assured Water Supply and was previously used at Ken McDonald Golf course, SRP's Kyrene Electric Generating Station, and for ground water aquifer recharge and storage.

Currently underway are updates to the City's Water and Wastewater Master Plans. In February 2015 Wilson Engineering started the plan updates and is on track to complete the updates by February 2016. Part of the Master Plan updates is to evaluate the re-establishment of flows to the Kyrene Water Reclamation Facility.

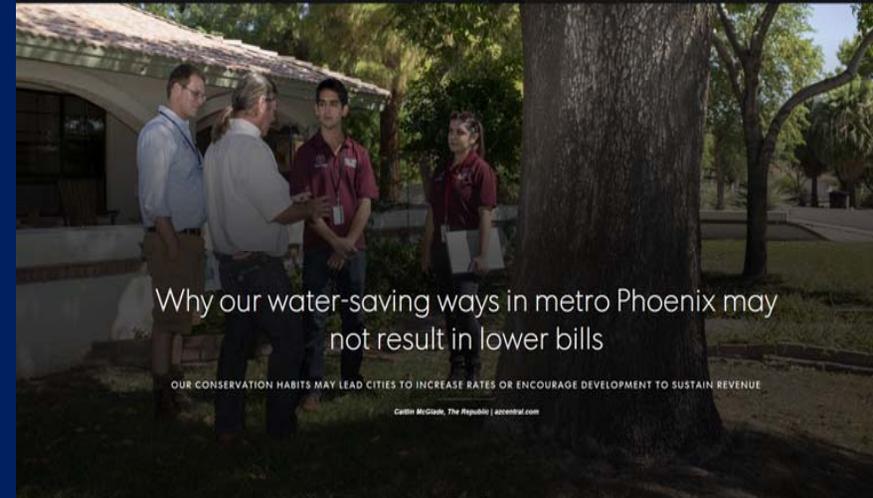
**TEMPE WATER CONSERVATION
PROGRAM INITIATIVES:
2015 YEAR-END UPDATE**



January, 2016

Municipal Sector Initiatives

- One-on-One Home Water Use Audits for Single-Family Residential Properties
 - 2015 Goal (Jan – Dec): Conduct **250** home water use audits for Tempe residents
 - 2015 Actual (Jan – Dec): Completed **193** home water audits for Tempe residents



From a recent Arizona Republic series on water conservation efforts in the valley, Tempe Water Conservation Program Interns from the ASU Global Institute of Sustainability receiving instruction on conducting a complete home water use audit.

Single Family Residential Initiatives

- Low Flow Toilet Rebates: Rebates of up to \$75 for installation of ultra low flush toilets – 1.28 gallons per flush or less

- 2015 Goal (Jan – Dec): **550** rebates
- 2015 Actual (Jan – Dec): **553** rebates provided



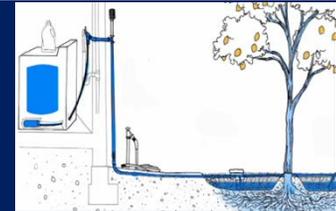
- Low Water Use Landscape Rebates: Rebates of \$0.25 per square foot for removal of turf or water intensive landscape and conversion to xeriscape

- 2015 Goal (Jan – Dec): **100** rebates
- 2015 Actual (Jan – Dec): **84** rebates provided



Single Family Residential Initiatives

- Other Tempe Water Conservation Initiatives for Single Family Residential:
 - Gray water reuse system rebates (*new program*) – up to \$200 rebate to install a gray water system in new or existing single-family homes – 3 applications submitted
 - Gray water system and rainwater harvesting classes (*new programs*) – instructional classes offered by Tempe in May and November, 55 attendees
 - Low water use xeriscape design classes and drip irrigation installation classes (*existing programs*) – offered by Tempe in the spring and fall



Multi-Family Residential Initiatives

- Low Flow Toilet Rebates: Rebates of up to \$75 for each installation of an ultra low flush toilets – 1.28 gallons per flush or less, with a cap of \$5,000 per multi-family residential property
 - 2015 Goal (Jan – Dec): **100** rebates
 - 2015 Actual (Jan – Dec): **597** rebates provided



Multi-Family Residential Initiatives

- Multi-Family Residential Landscape Rebate Program (new program). Rebate Elements Include:
 - \$0.25/ft² for conversion of contiguous areas of high water use landscape to desert landscaping up to a maximum of \$3,000
 - \$1.00 per linear foot of turf grass strips removed and replaced up to a maximum of \$500



Commercial/Industrial Sector Initiatives

- Commercial / Industrial Water Conservation Grant Program:

Water conservation business grants are currently available

- This grant program offers a funding opportunity to any commercial and industrial water customers in our community that can achieve a sustainable reduction of at least 15% of their total water usage
- Industrial Grants are available for up to 50% of the cost of the project, with a maximum grant of \$20,000.



Commercial/Industrial Sector Initiatives

□ Water Utilities Business Liaison

- Full time staff member to support and serve our commercial, industrial, and educational customers
- This position will reach out to these customers to ensure open dialogue and discussion related to water conservation, water and wastewater rates, customer service, planning for growth, wastewater pretreatment and other business related issues
- Position is being classified by HR, recruitment will occur in the first half of 2016

Neighborhood Grant Program Initiatives

- This program provides matching monies to HOAs and Neighborhood Associations (NA) to invest in water conservation projects and landscape improvements.
 - 2015 Goal: **\$30,000** in neighborhood water conservation grants
 - 2015 Programmed: **\$29,705** to four HOAs and NAs
 - *Tempe Villages HOA* \$10,000
 - *Warner Estates NA* \$10,000
 - *Pecan Grove Estates* \$7,933
 - *Butler Tempe HOA* \$1,772



Municipal Sector Initiatives

- ❑ City Parks Irrigation System Efficiency
 - Four city parks were fitted with high efficiency sprinkler heads, flow sensors, and smart controls
 - Work was completed in August costing approximately \$40,000:
 - Svob Park
 - Hudson Park
 - Rotary Park
 - Campbell Park
 - Moeur Park work was completed earlier
- ❑ Water use and savings ranging between 25% - 35% have been seen in the last four months with the new equipment



Campbell Park

Thank you for your continued support!

**TEMPE WATER CONSERVATION PROGRAM INITIATIVES:
2015 YEAR-END UPDATE**



January, 2016

**CITY OF TEMPE
REQUEST FOR COUNCIL ACTION**

**Council Meeting Date: 01/14/2016
Agenda Item: 5A1**

ACTION: Approve the November 2015 Report of Claims Paid to be filed for audit.

FISCAL IMPACT: Total payments in November \$13,315,346.05.

RECOMMENDATION: Staff recommends approval of the November 2015 Report of Claims Paid.

BACKGROUND INFORMATION: This report is a compilation of all payments made through the City's accounts payable system during November 2015 that will be subject to the City's external auditors.

ATTACHMENTS: November 2015 Report of Claims Paid

STAFF CONTACT(S): Natalie Winger, Financial Report Analysis Supervisor, (480) 350-2926

Department Director: Renie Broderick, Internal Services Director
Legal review by: David Park, Assistant City Attorney
Prepared by: Natalie Winger, Financial Report Analysis Supervisor

Account	Acct Descr	Vendor	Amount	Acct Total
0014	Petty Cash	LISA ELENA VALLEJO	-32.30	-32.30
0033	Utility Receipts Clearing	CITY OF TEMPE	100.00	100.00
0091	Fire Retirement Prepaid	PUBLIC SAFETY PERSONNEL RETIREMENT SYS.	39,427.30	39,427.30
1003	AP: Utility (CC+B) Refunds	ACE ASPHALT	200.28	
		B D M CUSTOMS	1,743.18	
		BECKMAN,ASHLEY	47.78	
		BLUE,MICHELLE	151.87	
		BOSTIC,GARTH	56.17	
		GAUDREAU,LISA	90.18	
		GRAHAM,LEE	46.66	
		GREGG,MICHAEL	113.22	
		HAND,LINDSAY	29.38	
		JMC IMPORT	900.23	
		JOSH LORENDEN	257.87	
		KRK REALTY	10.14	
		LOPEZ,THOMAS	18.73	
		LOWE,CATHERINE	151.42	
		MALVESTUTO,DOMENIC	186.73	
		MAMADALIYEVA,TATYANA	19.80	
		MATTAMY HOMES LCC	1,611.42	
		MID FIRST BANK	78.26	
		MODERN PAVING INC	89.04	
		NEWTOWN CDC	56.54	
		PCL CONSTRUCTION	175.18	
		PIZZICAROLI,JOSEPH J	96.38	
		REGENESIS	167.20	
		RICHARDS,FRANK	43.93	
		ROCK REALTY	53.33	
		RUNBECK ELECTION SERVICES INC	134.62	
		SALGADO,CHRISTOPHER	10.30	
		SPEEDY GONZALES CONSTRUCTION	204.64	
		STORAD,LAURIE	278.80	
		TELEMECO	189.20	
		TOP SPOKE,LLC	3,773.50	
		WHITING TURNER CONTRACTING	204.53	
				11,190.51
1007	PR:Fire Health Trust- Employee	UNITED AZ FIREFIGHTERS HEALTHCARE TRUST	7,350.00	7,350.00
1008	PR:Fire Health Trust- Employer	UNITED AZ FIREFIGHTERS HEALTHCARE TRUST	7,350.00	7,350.00
1107	PR: Firemen Retirement W/H	PUBLIC SAFETY PERSONNEL RETIREMENT SYS.	123,676.76	123,676.76
1108	PR: Police Retirement WH	PUBLIC SAFETY PERSONNEL RETIREMENT SYS.	269,391.49	269,391.49
1111	PR: United Way W/H	VALLEY OF THE SUN UNITED WAY	2,307.80	2,307.80
1115	PR: Deferred Comp W/H	NATIONWIDE RETIREMENT SOLUTIONS	463,944.55	463,944.55
1116	PR: Deferred Comp Loans	NATIONWIDE RETIREMENT SOLUTIONS	51,103.63	51,103.63
1118	PR: UAEA Union Dues	ARIZONA FEDERAL CREDIT UNION	3,830.00	3,830.00

Account	Acct Descr	Vendor	Amount	Acct Total
1120	PR: TSA Dues	ARIZONA FEDERAL CREDIT UNION	1,330.00	1,330.00
1122	PR: FSA FireFighter	UNITED AZ FIREFIGHTERS HEALTHCARE TRUST	1,994.32	1,994.32
1129	PR: Officials Retirement- City	ELECTED OFFICIAL'S RETIREMENT PLAN ELECTED OFFICIALS DEFINED CONTRIBUTION NATIONWIDE RETIREMENT SOLUTIONS	4,008.34 2.76 132.14	4,143.24
1130	PR: Officials Retirement W/H	ELECTED OFFICIAL'S RETIREMENT PLAN ELECTED OFFICIALS DEFINED CONTRIBUTION NATIONWIDE RETIREMENT SOLUTIONS	2,004.12 2.76 176.20	2,183.08
1131	Tax: State Use Tax	ARIZONA DEPT OF REVENUE	30,105.24	30,105.24
1132	Tax: Water Quality Assurance	ARIZONA DEPT OF REVENUE	8,234.66	8,234.66
1135	PR: Garnishments/Levies	ARIZONA FEDERAL CREDIT UNION CITIBANK (SOUTH DAKOTA) N A CLEARINGHOUSE ECMC FAMILY SUPPORT REGISTRY FIRSTMERIT BANK NA GREAT LAKES HIGHER EDUCATION GURSTEL CHARGO PA INTERNAL REVENUE SERVICE MIDLAND FUNDING LLC STATE DISBURSEMENT UNIT TEXAS STATE DISBURSEMENT UNIT U S DEPARTMENT OF EDUCATION VIAL FOTHERINGHAM LLP	720.17 421.56 52.51 384.86 480.00 117.40 410.34 331.14 189.48 3,331.85 767.08 203.08 859.27 602.60	8,871.34
1138	PR: IAFF Dues	ARIZONA FEDERAL CREDIT UNION	13,654.30	13,654.30
1139	PR: TOA Dues	ARIZONA FEDERAL CREDIT UNION	12,418.50	12,418.50
1140	PR: DC Employer Match Liab	NATIONWIDE RETIREMENT SOLUTIONS	68,309.40	68,309.40
1144	SS: Diversion Restitution	BEN LEU KYLE LILLIE NICOLE TURNOCK SABAH MATI SEDGWICK CLAIMS MANAGEMENT SERVICES INC	225.00 30.00 207.75 50.00 2,556.95	3,069.70
1148	Tax:Tax Credits/Refund Payable	ARMOR DESIGN BUILD LLC CITY OF PHOENIX COMPUTER PROCESSING UNLIMITED DAVID WALTON ELLUCIAN COMPANY LP GLOBAL KNOWLEDGE TRAINING LLC HILLARY FOR AMERICA IZOD STORE #909 JAIME GANGI MIKE A SCOTT MILT LAFLEN MJS CONSTRUCTION ROKA SPORTS INC	49.14 22,810.36 75.00 5.30 25.00 1,039.99 20.00 50.00 72.00 50.00 50.00 442.61 116.74	

Account Acct Descr	Vendor	Amount	Acct Total
	VWR INTERNATIONAL INC	18,219.87	
	WARDS TRACTOR WORKS INC	50.00	
		----->	43,076.01
1159 Tax: State Sales Tax	ARIZONA DEPT OF REVENUE	238,667.88	
		----->	238,667.88
1162 Tax: Guadalupe Sales Tax	ARIZONA DEPT OF REVENUE	2,192.63	
		----->	2,192.63
1163 Tax: County Sales Tax	ARIZONA DEPT OF REVENUE	933.03	
		----->	933.03
1178 DL: Miscellaneous	CALPAC CAPITAL ADVISORS	347.94	
		----->	347.94
1181 TMC: SB1398 \$4/citing agency	MARICOPA COUNTY TREASURER	32.62	
		----->	32.62
1210 TCA:ChildsPlay-Flex Tickets	CHILDSPLAY INC	9,577.25	
		----->	9,577.25
1211 TCA:Non-box office events	DONNA YOCHAM	665.30	
	ERIC MICHAEL FLAX	770.00	
		----->	1,435.30
1218 TCA:Tempe Comedy Series 15-16	ALISHIA LLC	435.33	
		----->	435.33
1227 TCA:Lakeshore Music 15-16	LAKESHORE MUSIC INC	2,357.68	
		----->	2,357.68
1230 TCA:Hayden's Ferry Chambr15-16	HAYDEN'S FERRY CHAMBER MUSIC SERIES	939.94	
		----->	939.94
1238 TCA:CP: Sideways Stories from	CHILDSPLAY INC	6,517.85	
		----->	6,517.85
1260 TMC: State Collections Payable	ARIZONA STATE TREASURER	309,609.33	
		----->	309,609.33
1261 TMC: County Collection Payable	MARICOPA COUNTY TREASURER	20,594.94	
		----->	20,594.94
1264 TMC: Restitution Payable	ACCESS 2 CARE FAMILY MEDICAL CENTER	2.44	
	ALAN VAN TONGEREN	200.00	
	AMANDA TOLIVER	30.00	
	ANTHONY THOMAS	75.00	
	ASHLEY MEDL	100.00	
	ATTN RISK MG CITY OF TEMPE	100.00	
	CAM PROPERTIES	50.00	
	CHRISTINE DI IORIO	100.00	
	CIRCLE K	20.75	
	CITY OF TEMPE	334.00	
	CVS PHARMACY	50.00	
	DAVID SIMARD	50.00	
	DAWN JACKSON	300.00	
	DERIRIE MEEKS	25.00	
	DOUGLAS PRIMM	500.00	
	EDUCATION AMERICA	30.00	
	ELIZABETH RAND	100.00	
	ERIC STANEK	17.01	
	EVER GIRON	100.00	
	FARMERS INSURANCE	241.28	
	FOOD CITY	35.00	
	FRANCIS KAGENVEAMA	105.78	
	GEICO INSURANCE - 0085368490101135	58.31	

Account Acct Descr	Vendor	Amount	Acct Total
	GREG DERIGE	100.00	
	GREGORY BREWER	50.00	
	GUS PIZZA	50.00	
	JAMI PETERSON	48.00	
	JOANN PICCININNI	75.00	
	JOSHUA SIPES	100.00	
	KEITH HAPPEL	415.96	
	LINDA RODRIGUEZ	50.00	
	LUCY L BOOTH	50.00	
	MANUEL TORRES SR	100.00	
	MARSHALL FAIRRES	200.00	
	MAUREEN LEONHARDT	200.00	
	NATIVE NEW YORKER	24.84	
	OFA VEHIKITE	99.00	
	OLGA FLORES	103.98	
	PARIS JOHNSON	72.56	
	PROGRESSIVE INSURANCE	19.22	
	RAG-O-RAMA	33.50	
	RAMSES ESQUER	100.00	
	ROBERT WININGER	450.00	
	ROCKY KELLY	100.00	
	ROSARIO HERNANDEZ FLOREZ	120.00	
	ROSE PEISTER	69.47	
	SAFEWAY	6.47	
	SALT RIVER PROJECT	50.00	
	SEAN ATEN	69.36	
	SRP	10.00	
	STATE FARM INSURANCE	100.00	
	SUPERIOR FAST FOOD INC	80.00	
	THOMAS RICHARD GRABAUSKAS	485.56	
	TRALISE WITHERSPOON	41.69	
	WAGE WORKS	50.00	
	WALMART	20.00	
	WALMART LOSS PREVENTION	198.00	
	WARNER VILLAGE OFFICE CONDOMINIUM ASS	58.72	
	WORKERS COMPENSATION CNA	32.99	
		----->	6,458.89
1267	TMC: Bonds Payable Other Jur		
	GILBERT CITY MAGIS CRT	750.00	
	GLENDALE CITY MAGIS CRT	350.00	
	MARICOPA CO JUST COURT ESTRELLA MT	879.00	
	MARICOPA CO JUST CRT UNIV LAKES/E TEM	730.00	
	MARICOPA CO JUST CRT, NW PHOENIX	352.00	
	MARICOPA CO JUST CRT, SO MT/SO PHX	600.00	
	MARICOPA CO SUP CRT,PHOENIX	1,000.00	
	PHOENIX MUNI CRT	830.26	
	PINAL CO JUST CRT #3,ELOY	339.00	
	PINAL CO JUST CRT #7,APACHE JUNCTION	510.00	
		----->	6,340.26
1270	TMC: Other Funds on Account		
	ADRIENNE LEE	0.92	
	AIMEE LEIGH CASTILLO	0.62	
	AMANDA ANGELICH	500.00	
	ANGELA J NUNEZ	500.00	
	ANTONIO VINCENT VASQUEZ	1,000.00	
	ASHLEIGH KOLEDA	325.00	
	AUSTIN JAMES PAINTER	190.50	
	BILTMORE ORAL IMPLANT SURGERY	1.00	
	BLAKE RUNYON	500.00	
	CALVIN J GUIDRY	1.00	
	CAROLE SPARKS	40.50	
	CATHERINE STANLEY	2,000.00	
	CESAR M BAHENA	500.00	
	CHARLES NUGENT ROBINSON	500.00	
	CHAZ KEE	300.00	
	CODY LEE KRAMER	150.00	
	DANO'S BAIL BONDS	1,000.00	

Account Acct Descr	Vendor	Amount	Acct Total
	DESIREE ANNE SERVIN	250.00	
	DEVAN JANNIELLE JACKSON	0.72	
	DONOVAN YOURA	0.96	
	DUSTIN LEE BROCKMAN	25.00	
	E TRAINING ASSOCIATES, LLC DBA TRAFFI	135.00	
	E-TRAINING ASSOCIATES, LLC #048	135.00	
	ELI MATTHEW ROUSH	125.00	
	FRANCISCA ALVAREZ	500.00	
	GLORIA COLTER	500.00	
	GONZALO GILBERT CAVAZOS	250.00	
	GREGORY P NOVAK	375.00	
	HUMANE SOCIETY ATTN: FIELD OPERATIONS	250.00	
	ISIDRO VILCHIS AYALA	1.00	
	JAMISON SMALL	150.00	
	JANICE MARIE YORK	150.00	
	JERED CLAY LEMIEUX	18.00	
	JEREMY DUTTON	500.00	
	JESSICA FILIO	350.00	
	JOSEPH MILLER	500.00	
	JULIA ANN DEMAR	500.00	
	KATHLEEN RUIZ	500.00	
	KEVIN M HENAULT	0.84	
	KONNEDR MAAS	300.00	
	LARRY JOE DAVIS	286.00	
	LISA MILFORD	500.00	
	LYNNETTE NAHLEE	0.56	
	MANUTH PUNG	1.00	
	MARIA RODRIGUEZ	500.00	
	NOEL LEVINE	500.00	
	OLADAPO ODUMOSU	150.00	
	PATRICE NOLEN	825.00	
	RAMIKA BOAZE	150.00	
	RAMON SANCHEZ	500.00	
	ROBERT DUDE	225.00	
	ROBERT TASSO	500.00	
	ROMAN APODACA	270.00	
	SHAVON CAMILLE REED	0.52	
	SHEILA DE LA TORRE	500.00	
	TARA B GESKE	1,047.25	
	TRACY FRANK	190.50	
	TROY LEWIS	250.00	
	ZACHARY V SALAZAR	150.00	
	ZIDIE GUO	1.00	
		----->	19,572.89
1342 CL: Refund Clearing	AMY DAY	260.00	
	ANDREA WILLIAMS	6.60	
	ASU INTERNATIONAL SCHOLARS	25.00	
	BARBARA VERONIN	20.00	
	BEVERLY REINHART	2.00	
	BRINA SAUER	3.34	
	CAROL WEST	10.00	
	CHOICE 4 CARE (EDUCATIONAL CARE, INC.	150.00	
	CHRIS WALKER	14.60	
	COMEDY SCHOOLS	18.50	
	CORAL VANHOOSER	0.50	
	DEBORAH SWEET	7.50	
	ELIZABETH REYNOSO	8.00	
	GEORGE KREBS	16.52	
	GRACE NUGENT	4.00	
	GREG SEETS	20.00	
	HENRIETTA AGUILAR	2.22	
	JACQUE CONKLIN	78.00	
	JALDEEP SINGH	8.00	
	JAMES MCHONE	20.00	
	JANE ADAMS-WAHLGREN	2.61	
	JASWINDER SINGH	6.00	

Account Acct Descr	Vendor	Amount	Acct Total
	JEFF GREEN	15.00	
	JESSICA SCOTT	6.60	
	JIM THOMPSON	24.00	
	JODY HERNANDEZ	37.50	
	JOSEPH YOUNGER	10.00	
	JUDY WILLITS	5.00	
	KATIE DICKINSON	56.00	
	KEN STRITTMATTER	0.35	
	KURT POPKINS	30.00	
	LACEY SCHAUWECKER	1.15	
	LANCE THOMAS	14.60	
	LE ZHANG	6.60	
	LINDA QUIHUIS	7.50	
	LISA ELENA VALLEJO	1.00	
	LOIS NEWTON	2.61	
	LYNN RYAN	1.00	
	MARGUERITE ANN DEERFIELD	2.22	
	MARIA TERESA CHAVARRIA	2.17	
	MERCEDES JIMENEZ	15.00	
	MIA TENORIO ORTEGA	40.00	
	MICHAELYN THOMPSON	2.22	
	MISTI WAGNER	3.00	
	PARK PREMIERE TOWNHOUSE ASSOCIATION	20.00	
	PAT BINKLEY	36.00	
	PATSY PERRY	2.89	
	PEYTON SCHAFFNER	6.50	
	PHOENIX CHAUTARI	5.00	
	POLISH GENEALOGICAL GROUP OF ARIZONA	9.00	
	QUEST HIGH SCHOOL	152.50	
	RACHAEL SUMMERS	3.34	
	RAMONA VALENZUELA	25.00	
	REV. WAYNE HOFFMAN STUDY GROUP	2.50	
	RICHARD POLLEY	2.25	
	RIGHT TO LIFE	1.00	
	ROSA PLETZKE	10.00	
	ROY UDA	23.00	
	RUTH VALDEZ	23.00	
	SABINA RAJASUNDARAM	4.00	
	SERDAR TUMAY	20.00	
	SHELBY ROBERSON	0.50	
	SHERRI WESTLAKE	9.00	
	SMART RECOVERY	7.50	
	SOUTHWEST BEHAVIORAL HEALTH	179.50	
	SPRINGDALE HOA	7.00	
	SULTAN WILLIAMS	0.50	
	TABITHA OLIVER	41.00	
	TAMEKIA NEWMAN	0.50	
	TEMPE ALUMANE - DELTA SIGMA THETA	40.00	
	TRAVEL CLUB - WORLD VENTURES	10.00	
	TRIPLE CROWN SPORTS	75.00	
	TROY AXTELL	9.00	
	VALLEY HOSPITAL	0.02	
	VENOM 00	10.00	
	VINA KLEEMANN	10.88	
	VIRGINIA KITTS	50.00	
	WALDO JARZABEK	16.10	
	WAYMAN WESTBROOKS	1.00	
	WINONA SHERMAN	39.00	
		----->	1,819.39
4011 Sales Tax Interest Refund	GLOBAL KNOWLEDGE TRAINING LLC	1.56	
	MJS CONSTRUCTION	0.30	
	ROKA SPORTS INC	0.04	
	VWR INTERNATIONAL INC	127.54	
		----->	129.44
4104 Building Permit Fee	M A SCHAEFER CONSTRUCTION COMPANY INC	655.00	

Account	Acct Descr	Vendor	Amount	Acct Total
		PIMA PLASTICS	2,624.24	
		SERGIO CARDENAS	645.00	
			----->	3,924.24
4117	Administrative Application Fee	ACTION SIGNS	372.00	
			----->	372.00
4304	Registration Fees	APLASTIC ANEMIA & MDS INTERNATIONAL	600.00	
			----->	600.00
4312	Library Fines + Fees	ANDREW E CZUPPA	80.40	
			----->	80.40
4625	False Alarm Fines	JAMES JOHNSON	0.50	
		RICHARD OR BRIDGET MUNCK	15.00	
			----->	15.50
4822	Water Service Charges	SCOTT LARSON	210.00	
			----->	210.00
4903	Proceeds on Sale of Assets	PUBLICSURPLUS	35.28	
			----->	35.28
4935	Cash Over/Short	LISA ELENA VALLEJO	-1.00	
			----->	-1.00
6011	Wages	AGUSTIN JAIME MARTINEZ	1,540.00	
			----->	1,540.00
6012	Overtime	ANTHONY MENNELLA JR	645.00	
		CHARLES E JACKSON	525.00	
		CHRISTOPHER A BROWN	525.00	
		CHRISTOPHER LEE MALAST	612.50	
		COLLIN GARRETT SEAGRAVES	645.00	
		DANNY J MCFARLAND	765.00	
		DAVID SHEETS	645.00	
		DUSTIN F LABENZ	645.00	
		DWIGHT GRAY	765.00	
		JEROME T HEPP	765.00	
		JOHN RAMSAY	645.00	
		KELLY BLANE LEONARD	645.00	
		KEVIN LOUIS CARR	645.00	
		LAW ENFORCEMENT SPECIALISTS INC	2,062.50	
		MARK RYAN LOPEZ	525.00	
		MICHAEL J COOGAN	525.00	
		MICHAEL S FINNEY	645.00	
		OSCAR PEREZ	645.00	
		ROBERT WORTH MERRITT	645.00	
		SEAN ROSS	645.00	
		STEVE HUGHES	525.00	
		STEVEN S GRAHAM	645.00	
		WESLEY W KUEFER	765.00	
			----->	16,100.00
6019	Off Duty	AARON COLOMBE	795.00	
		AARON LEVI	1,815.00	
		ADAM CORDOVA	1,365.00	
		AIMEE WILLCOXSON	1,277.50	
		ALAN AKEY	1,545.00	
		ALBERT RAMOS	600.00	
		ALEXANDER MORENO	3,225.00	
		AMY GALLAGHER	975.00	
		ANDRES MOLINA	300.00	
		ANGELENA PALMAIOLI	240.00	
		ANNA CANO	2,355.00	
		ANTHONY MILLER	1,890.00	
		ANTHONY NARDINI	1,230.00	

Account Acct Descr	Vendor	Amount	Acct Total
	ANTHONY TROW JR	420.00	
	BENJAMIN KLEPPE	390.00	
	BRANDON DESPAIN	285.00	
	BRETT SAUER	480.00	
	BRIAN ORNELAS	1,065.00	
	CHARLES CORNING	885.00	
	CHARLES PHEANIS	1,620.00	
	CHRISTIAN PHILLIPS	210.00	
	CHRISTOPHER MCCORMICK	1,560.00	
	CHRISTOPHER MILLER	1,905.00	
	DALE HOUBLER	7,322.50	
	DAMON DESPAIN	1,505.00	
	DANE GAY	495.00	
	DANIEL BENNETT	3,900.00	
	DANIEL BROWN	1,410.00	
	DANIEL WONG	1,170.00	
	DAVID HANSON	720.00	
	DAVID LARSON	795.00	
	DENISON DAWSON JR	720.00	
	DEREK JONES	990.00	
	EDGAR SANTANA	900.00	
	EDWARD HACHE	2,730.00	
	ELEUTERIO FRAGOSO	480.00	
	ELIZABETH LENZEN	855.00	
	EVAN FARNES	1,245.00	
	GABRIEL GOMEZ	1,350.00	
	GARY DUPLISSIS	1,605.00	
	GREGG MAYER	2,205.00	
	J SNELL	360.00	
	JAIME GARIBAY	2,805.00	
	JAIME GUZMAN	1,170.00	
	JAMES SMITH	2,115.00	
	JAMES SWEIG	1,200.00	
	JAMES WATTS	600.00	
	JAMES WELLING	1,065.00	
	JASON EMS	975.00	
	JASON PAPKE	300.00	
	JEFFREY CORDER	600.00	
	JEFFREY LANE	180.00	
	JEFFREY LOEWENHAGEN	2,310.00	
	JOHN AVALOS	2,025.00	
	JOHN MASCARENAS JR.	1,785.00	
	JOHN MOREL	240.00	
	JOHN THOMPSON	975.00	
	JONATHAN KING	1,965.00	
	JONATHAN SEAL	450.00	
	JOSEPH BRUDNOCK	787.50	
	JOSEPH JAEN	1,785.00	
	JOSEPH ROWAN	2,445.00	
	JOSHUA STOWELL	270.00	
	JOSIE MONTENEGRO	1,435.00	
	JUSTIN SHERIFF	630.00	
	KASEY MARSLAND	1,335.00	
	KELLI SCOTT	690.00	
	KELLY ANGEL	285.00	
	KENNETH SCHEFFNER JR.	1,190.00	
	KERBY RAPP	580.00	
	KEVIN RENWICK	472.50	
	KYLE GONYER	435.00	
	KYLE PETTENGELL	1,410.00	
	LARA CAMBERG	1,980.00	
	LARRY BAGGS	1,470.00	
	LEVI ADAMSON	930.00	
	LUKE TRADER	1,455.00	
	MARK LABELLE	1,605.00	
	MARK LUCAS	1,320.00	
	MARK REGESTER	1,605.00	

Account Acct Descr	Vendor	Amount	Acct Total
	MATTHEW JONES	525.00	
	MATTHEW MCFARLAND	1,950.00	
	MATTHEW MOERLAND	600.00	
	MATTHEW MURRAY	1,710.00	
	MEGAN ERWIN	915.00	
	MELISSA CAPONE	450.00	
	MICHAEL CURTIS	1,885.00	
	MICHAEL MCCORMICK	1,935.00	
	MICHAEL VICK	1,410.00	
	MICHELLE CALENDER	450.00	
	MICHELLE SOLMEN	180.00	
	OLNICK HULTSTRAND	1,020.00	
	OSCAR LOPEZ	1,380.00	
	PABLO GUZMAN	600.00	
	PAUL COLBORN	300.00	
	PAUL ELENIUS	690.00	
	PETER DEL RIO	435.00	
	RANDAL WILSON	840.00	
	RICARDO VASQUEZ	1,140.00	
	RICHARD FAIRCLOUGH	150.00	
	RICHARD HULL	450.00	
	ROBERT APPLGATE	720.00	
	ROBERT FERRARO	825.00	
	RYAN CONWAY	180.00	
	RYAN COOK	1,170.00	
	SCOTT WARREN	1,395.00	
	SEAN STILL	1,507.50	
	SHELLI MILLER	1,110.00	
	STEPHANIE RICHMOND	1,245.00	
	STEVE ROBERTSON II	525.00	
	STEVEN CARBAJAL	3,047.50	
	STEVEN TUCKER	240.00	
	THEODORE NOEL III	720.00	
	THOMAS HAUBOLD	1,275.00	
	THOMAS LUNDBERG	510.00	
	TIMOTHY BULSON	2,812.50	
	TIMOTHY PETERSEN	270.00	
	TODD BAILEY	1,875.00	
	TORIN WILLIAMS	705.00	
	TRAVIS SMITH	1,665.00	
	TRENTEN LUCKOW	1,812.50	
	VITTORIO BERMUDEZ	600.00	
	WAYNE JORDAN	570.00	
	WESLEY REEDER	1,515.00	
	WILLIAM WEHMEYER	1,245.00	
		----->	148,620.00
6124	Pub. Safety Retirement- Fire	PUBLIC SAFETY PERSONNEL RETIREMENT SYS.	-39,427.30
		----->	-39,427.30
6138	Defined Contribution- Ret HRA	GENESIS EMPLOYEE BENEFITS, INC.	1,937.50
		----->	1,937.50
6201	General Office Supplies	ADOBE *ACROBAT PRO	31.86
		AHWATUKEE FOOTHILLS NEWS	618.00
		ALBERTSONS #0940	10.67
		AMANDA CHAVEZ - PETTY CASH CUSTODIAN	27.63
		AMAZON MKTPLACE PMTS	281.88
		AMAZON.COM	675.61
		AMAZON.COM AMZN.COM/BI	35.07
		B&H PHOTO MOTO	315.19
		CENTERS FOR HABILIT	90.00
		CIRCUS SCHOOL OF ARIZONA	500.00
		CULLIGAN PHOENIX	37.57
		DIAMOND WIRELESS 3018	37.84
		DISPLAYS2GOCOM	343.33
		DOLRTREE 2814 00028142	25.95

Account Acct Descr	Vendor	Amount	Acct Total
	DS SERVICES STANDARD C	251.50	
	F2 INDUSTRIES, LLC	16,591.40	
	GPS INSIGHT LLC	167.70	
	IKEA TEMPE	485.37	
	INT*ARIZONA FUN SERVIC	70.27	
	KONICA MINOLTA BUSINES	152.63	
	KONICA MINOLTA BUSINESS	3.32	
	L2G*MC RECORDER TITLE	100.00	
	LOWES #03000*	66.54	
	MICHAELS STORES 5050	7.57	
	MICHAELS STORES 9972	-5.37	
	NCS*GED EXAM	30.00	
	OFFICEMAX/OFFICEDEPOT6	-1.08	
	OVERNIGHTPRINTS	85.28	
	PAPA JOHN'S #01507	68.41	
	PAUL'S ACE HARDWARE	54.03	
	PMT*ACCO	43.85	
	PRECISION GRAPHICS, INC.	2,768.53	
	READYREFRESH BY NESTLE	37.66	
	RUBBERSTAMPS NET	37.90	
	SAFEWAY STORE00007526	13.98	
	SAMS CLUB #6213	48.51	
	SHELF CLIPS COM	61.91	
	SIGNWORLD	235.32	
	SITMATIC	3,348.93	
	SOUTHWES 5260676743486	25.00	
	TARGET 00021766	42.49	
	TECHNOLOGY PROVIDERS	3,536.58	
	THE HOME DEPOT #0489	47.50	
	TJ MAXX #1052	10.77	
	VISUAL COMMUNICATIONS	41.90	
	VZWRLSS*ETMWPNOW211501	367.51	
	WAL-MART #6480	27.90	
	WALGREENS #7723	103.46	
	WALMART.COM	71.34	
	WASH WIZARD AUTO SPA	5.00	
	WIST SUPPLY EQUIPMENT	25,603.98	
	WM SUPERCENTER #1568	21.08	
	WM SUPERCENTER #2482	10.68	
		----->	57,669.95
6301	Film + Recording Supplies	FOTO FORUM	1,282.27
		----->	1,282.27
6302	Museum Exhibit Supplies	ALPHAGRAPHICS #4	106.85
		AMAZON MKTPLACE PMTS	56.28
		DOLRTREE 2814 00028142	0.27
		IMAGE CRAFT LTD	894.80
		MICHAELS STORES 5700	3.22
		MICHAELS STORES 7801	43.60
		PAUL'S ACE HARDWARE	99.44
		SMARTNFINAL48011604808	7.13
		THE BINDING SOURCE	310.46
		THE HOME DEPOT #0489	304.01
		WWWPROIMAGINGSUPPLIESC	356.19
		----->	2,182.25
6305	Uniform Allowance	AMAZON.COM	431.88
		AMAZON.COM AMZN.COM/BI	386.92
		AMERICAN SAFETY SHOE C	418.35
		APPAREL PRO	29.19
		ARIZONA UNIFORM AND APPAREL	2,141.02
		BC GRAPHICS	172.15
		BOOT BARN I/A (VT)	140.00
		CREATIVE COMM E BROAD	3,422.28
		ENTENMANN ROVIN CO	2,027.90
		ENTENMANN-ROVIN COMPAN	149.00

Account	Acct Descr	Vendor	Amount	Acct Total
		INDUST SHO OF AZ 14189	1,919.45	
		INDUSTRIAL SHOE CO	685.00	
		L N CURTIS & SONS	549.53	
		LAWMANBADGE	706.50	
		PRECISION GRAPHICS	438.28	
		PRECISION GRAPHICS, INC.	3,024.33	
		QUEENSBORO	266.65	
		RAINBOW GRAFFIX	862.66	
		RED WING SHOE #755	268.63	
		RED WING SHOE STORE	417.83	
		RED WING SHOE STORE	546.32	
		TEMPE BIG STITCH	227.01	
		TROPHY DEN	15.13	
		UNITED FIRE EQUIPMENT	24,789.62	
		UNIVERSAL POLICE SUP	292.69	
			----->	44,328.32
6306	Education Supplies	ORIENTAL TRADING CO	29.74	
			----->	29.74
6308	Misc Meeting Supplies	COSTCO *BUS CENTER 827	93.04	
		DS SERVICES STANDARD C	82.10	
		EINSTEIN BROS-ONLINE C	109.14	
		ORIENTAL TRADING CO	87.22	
		SQ *CONNECTIONS CAFE	99.80	
		WIST SUPPLY EQUIPMENT	42.19	
			----->	513.49
6309	Batteries	WIST SUPPLY EQUIPMENT	496.44	
			----->	496.44
6310	Chemical Supplies	ALLIED GASES & WELDING SUPPLIES INC	349.66	
		ALLIED GASES AND WELDI	82.05	
		ALPINE TECHNICAL SERVICES LLC	13,101.00	
		AQUATIC ENVIRONMENTAL SYSTEMS INC	6,039.30	
		CHEMSEARCH	434.00	
		CHEMTRADE CHEMICALS US LLC	20,893.01	
		CROP PRODUCTION SERVICES INC	20,036.82	
		EVOQUA WATER TECHNOLOGIES LLC	19,325.28	
		F2 INDUSTRIES, LLC	30,321.20	
		IN *SALTWORKS	6,247.50	
		JCE*TARGET SPECIALTY	116.40	
		PAUL'S ACE HARDWARE #3	3.66	
		POLYDYNE INC	10,169.50	
		RELIANT GASES	8,301.57	
		RYAN HERCO - MOTO	1,437.16	
		SIMPLOT PARTNERS	592.71	
		TARGET SPECIALTY PRODUCTS	138.84	
		UNITED LABORATORIES	501.13	
			----->	138,090.79
6312	Firing Range	AMAZON MKTPLACE PMTS	-111.72	
		BROWNELLS INC	1,275.36	
		DESERTKRAFT FAB/BILLY BULLETS	750.00	
		WWW.HANGERINK.COM	996.26	
			----->	2,909.90
6313	Lab Supplies	ABSOLUTE STANDARDS INC	120.00	
		ALLIED GASES & WELDING SUPPLIES INC	132.93	
		HARDY DIAGNOSTICS	171.39	
		IDEXX DISTRIBUTION INC	4,864.21	
		TFS*FISHER SCI ATL	48.14	
		TFS*FISHER SCI CHI	3,856.26	
		TFS*FISHER SCI HUS	2,572.15	
		VWR INTERNATIONAL INC	2,592.59	
		WASHINGTON CALIBRATION	135.00	
			----->	14,492.67

Account	Acct Descr	Vendor	Amount	Acct Total
6314	Diesel Fuel	SUPREME OIL COMPANY	26,953.74	26,953.74
6315	Landscaping Supplies	CROP PRODUCTION SERVICES INC DESERT TREE FARM DREAM WITH COLORS - SO LOWES #03000* PIONEER LANDSCAPING MATERIALS INC SIMPLOT PARTNERS WESTERN TREE COMPANY, INC.	11,366.97 1,729.48 1,343.79 748.48 592.90 170.26 1,093.83	17,045.71
6320	Rec + Playground Supplies	360 THRIFT 4IMPRINT 99 CENTS ONLY STORES # 99-CENTS-ONLY #0133 A BABY INC ACCUCUT, LLC ACTION GOLF CART RENTA ALL VOLLEYBALL INC AMAZON MKTPLACE PMTS AMAZON.COM AMAZON.COM AMZN.COM/BI AMZ*WEBSTRAURANTSTORE C BED BATH & BEYOND #116 BEST BUY 00011890 BIG 5 SPORTING GOODS 1 BRANDERS.COM CHEFSTORE TEMPE 8105 CIRCLE K 03398 CLAIM ADJ/QUALITY LOGO PR CLAIM ADJ/STAPLES 0 CLAIM ADJ/THE HOME DEPOT CLAIM ADJ/WAWA 8326 0 COST PLUS WLD #338 COSTCO *BUS CENTER 827 CUSTOMINK LLC CVS/PHARMACY #07078 DATA DOCTORS #101 DEBORAH MILLER DICKS SPORTING GOODS#3 DISCOUNT SCHOOL SUPPLY DISCOUNT SCHOOL SUPPLY DOLRTREE 2617 00026179 DOLRTREE 2650 00026500 DOLRTREE 2658 00026583 DOLRTREE 2814 00028142 DOLRTREE 3465 00034652 DOLRTREE 4366 00043661 DRI*PRINTING SERVICES DTV*DIRECTV SERVICE DURHAM COMMUNICATIONS EXTREMEGLOW FACTORY DIRECT CRAFT FASTSIGNS FLAGHOUSE INC FRYS-FOOD-DRG #062 FRYS-FOOD-DRG #124 FRYS-MKTPLACE #607 FRYS-MKTPLACE #624 FRYS-MKTPLACE #628 GIH*GLOBALINDUSTRIALEQ GIRL SCOUTS - AZ CACTUS PINE COUNCIL GOODWILL CENTRAL AZ 06 GOODWILL CENTRAL AZ 14 GOPHER SPORT	15.36 9,417.03 10.78 38.61 220.58 64.00 896.82 117.20 1,731.22 115.39 3,295.83 1,128.00 28.07 97.00 42.03 3,829.48 46.59 12.48 -3,878.70 -3,802.37 -521.86 -354.23 64.79 403.04 972.67 13.30 230.35 350.00 98.32 2,208.68 545.52 28.10 37.84 13.03 156.15 7.58 9.79 178.30 254.99 1,037.13 140.00 66.00 357.42 9,886.20 24.75 1,973.02 48.56 14.67 15.62 641.64 25.00 126.79 76.01 2,065.07	

Account Acct Descr	Vendor	Amount	Acct Total
	HONIG'S COLORADO	243.65	
	INT*ARIZONA FUN SERVIC	97.29	
	IRON MOUNTAIN	246.65	
	JO-ANN ETC #2137	81.20	
	JOANN ETC #1917	155.22	
	JOANN FABRIC #1404	76.03	
	LAKESHORE LEARNING MAT	881.49	
	LEARNING RESOURCES	76.51	
	LEARNING ZONEXPRESS	4,384.29	
	LIQUIDATORS DISCOUNT C	9.75	
	LOWES #01850*	9.18	
	LOWES #02582*	48.46	
	LOWES #03000*	238.42	
	MESA DI	14.75	
	MICHAELS STORES 2778	47.35	
	NEAT SOLUTIONS FOR HEA	668.83	
	NETFLIX.COM	38.89	
	OFFICESUPPLY.COM	17.55	
	OREILLY AUTO 00025494	26.99	
	ORIENTAL TRADING CO	1,977.44	
	PARTY CITY	252.85	
	PAYPAL *FCI	359.70	
	PITA JUNGLE TEMPE	462.13	
	PLAYINGCARDSANDMORE PL	106.89	
	PRECISION GRAPHICS	912.10	
	PROMOTIONS NOW	11,306.64	
	QT 441 05004411	18.20	
	QUALITY LOGO PRODUCTS	7,757.40	
	REDBOX *DVD RENTAL	8.11	
	REDBOX *DVDRESERVATION	1.62	
	S&S WORLDWIDE-ONLINE	280.40	
	SAFEWAY STORE00017178	25.95	
	SAMS CLUB #6213	1,187.46	
	SAMS INTERNET	139.71	
	SAMSCLUB #6213	44.60	
	SAMSCLUB #6605	23.96	
	SAYPLEASE.COM	3,604.09	
	SCHNEPF FARMS	2,940.00	
	SMARTNFINAL48011604808	809.21	
	SMARTSTOP SELF STORAGE	245.52	
	SP * SENSORYEDGE	219.99	
	SPROUTS FARMERS MARE	71.64	
	SPROUTS FARMERS MARK	74.54	
	STABILIZER SOLUTIONS I	606.48	
	STAPLES 00100354	1,862.99	
	STAPLES 00105668	1,939.38	
	STATEFOODSAFETY.COM	16.00	
	STEVESPANGLERSCI	100.94	
	TARGET 00003194	200.50	
	TARGET 00014290	142.33	
	TARGET 00019596	47.18	
	TARGET 00021766	966.36	
	TEMPE ELEMENTARY SCHOOL DIST NO 3	8,059.65	
	TEMPE TROPHY	424.83	
	THE HOME DEPOT #0489	783.58	
	THE HOME DEPOT #6862	12.54	
	THE HOME DEPOT 0977	521.86	
	THE HOME DEPOT 469	89.34	
	U-HAUL AT ELLIOT RD	198.81	
	UNISAFE INC GLOVES	163.40	
	VISTAPR*VISTAPRINT.COM	36.23	
	WAL-MART #1746	647.28	
	WAL-MART #2482	32.79	
	WAL-MART #3799	282.63	
	WAL-MART #5768	150.93	
	WALGREENS #11610	32.60	
	WALGREENS #1197	20.52	

Account	Acct Descr	Vendor	Amount	Acct Total
		WALMART.COM	1,760.64	
		WAWA 8326 00083261	354.23	
		WIST SUPPLY EQUIPMENT	7,880.09	
		WM SUPERCENTER #1746	150.69	
		WM SUPERCENTER #2482	85.36	
		WM SUPERCENTER #2768	26.65	
		WM SUPERCENTER #3799	42.87	
		WM SUPERCENTER #5768	464.27	
		WM SUPERCENTER #6480	19.36	
		WORLD WIDE TECHNOLOGY	8,451.01	
		WRISTBANDEXPRESSCOM	53.34	
		WWW.DICKSSPORTNGGOODS.	198.77	
			----->	111,638.72
6321	Cemetery Supplies	CORPORATE JOB BANK	3,348.80	
		EASTERN PRODUCTS FOUNDRY	122.72	
		SIGNARAMA TEMPE	287.70	
			----->	3,759.22
6330	Prisoner Supplies	BING'S BURGER	1,595.44	
		BOUND TREE MEDICAL LLC	150.78	
		WIST SUPPLY EQUIPMENT	129.91	
		WW GRAINGER	19.58	
			----->	1,895.71
6332	Crime Deterrent Supplies	SMARTNFINAL48011604808	45.05	
			----->	45.05
6333	Ammunition	ADAMSON POLICE PRODUCT	720.00	
		DIAMONDBACK SHOOTING S	1,279.56	
		LAW ENFORCEMENT TARGET	795.41	
		SAGE CONTROL ORDNANCE	1,262.50	
		SAN DIEGO POLICE EQUIP	6,274.18	
			----->	10,331.65
6334	Body Armor	FX TACTICAL, LLC	20,742.23	
		UNIVERSAL POLICE SUPPLY CO.	5,294.07	
			----->	26,036.30
6335	Intoxilyzers	CMI INC MOTO	662.25	
		LIFELOC TECHNOLOGIES I	132.74	
			----->	794.99
6339	Hazardous Material Supplies	BASCOM-TURNER INSTRUMENTS	730.00	
		WWW.NEWEGG.COM	266.20	
			----->	996.20
6340	Gasoline + Diesel Fuels	DIAMOND 1617 SHAMROC	65.00	
		QT 414 05004148	26.12	
		QT 417 05004171	34.62	
		QT 438 05004387	33.09	
		QT 443 05004437	38.72	
		QT 459 05004593	28.26	
		QT 461 05004619	27.56	
		QT 469 05004692	116.79	
			----->	370.16
6342	Oil + Lubricants	AMSOIL	114.03	
		BINGHAM EQUIPMENT C	54.85	
		TEMPE POWER EQUIPMENT	49.73	
			----->	218.61
6344	Propane Gas	LOWES #03000*	20.51	
			----->	20.51
6345	Fats, Oil + Grease	AAA AJAX PUMPING SERVI	10,928.50	
			----->	10,928.50

Account	Acct Descr	Vendor	Amount	Acct Total
6350	Hand Tools	AMAZON MKTPLACE PMTS	260.00	
		AMAZON.COM AMZN.COM/BI	37.80	
		AMERICAN F & E CORP -	365.84	
		BORDER STATES ELECTRIC	20.65	
		COPPER STATE - BDY	9.54	
		EWING IRRGTN PRDTS #95	134.11	
		FISHER'S TOOLS & HANDL	129.72	
		HOMEDEPOT.COM	248.61	
		LOWES #03000*	276.57	
		NAPA STORE 4718007	302.42	
		NAPA STORE 4718026	536.95	
		PAUL'S ACE HARDWARE #3	268.00	
		SUMMIT ELECTRIC SUPPLY	92.69	
		THE HOME DEPOT #0489	370.75	
		WW GRAINGER	725.47	
			----->	3,779.12
6351	Minor Equipment	AMERICAN FITNESS SERVICES	95.00	
		APL*APPLEONLINESTOREUS	52.97	
		B&H PHOTO, 800-606-696	116.95	
		BASS PRO SHOPS	82.50	
		BATTERY GIANT - CHANDL	221.62	
		BAVCO	269.00	
		CREATIVE DOCUMENT SYSTEMS	10,804.60	
		DIRECTED ELECTRONIC IN	211.19	
		GCI*MUSICIAN'S FRIEND	149.99	
		GOODMANS INC.	657.64	
		IN *BACKFLOW PREVENTIO	51.15	
		IN *BUILDING 42, LLC	3,734.60	
		LEE BAYS SUPPLY	2,652.24	
		LSH LIGHTS	13,779.38	
		LSH LIGHTS	87.17	
		PETCO 915 63509152	184.80	
		PHOENIX FENCE COMPANY	632.00	
		PROFESSIONAL MARKETING SERVICES INC	4,907.61	
		REI 25 TEMPE	20.54	
		REI 56 PHOENIX	46.14	
		TARGET 00021766	2.15	
		TEMPE POWER EQUIPMENT	2,140.32	
		THE HOME DEPOT #0489	294.66	
		VALLEY ACE HARDWARE TE	43.20	
		VESPOLI.COM	689.94	
		WALMART.COM	136.18	
		WEST MARINE #515	23.76	
		WM SUPERCENTER #5428	6.35	
		WW GRAINGER	201.84	
			----->	42,295.49
6356	Shop Supplies	ALLIED GASES & WELDING SUPPLIES INC	107.95	
		AMAZON MKTPLACE PMTS	722.64	
		AMAZON.COM AMZN.COM/BI	128.36	
		ARIZONA GLOVE AND SAFE	205.89	
		ARIZONA RUBBER CO	88.21	
		BROWNELLS INC	19.66	
		COPPER STATE - AR	37.65	
		EAGLE ONE PRODUCTS	2,696.07	
		FLEETPRIDE BILLS ONLIN	3.79	
		GOODWAY TECHNOLOGIES	4,330.00	
		HI-LINE, INC.	656.22	
		IN *COMPLETE INDUSTRIA	438.62	
		IN *YMC ENTERPRISE LLC	215.28	
		LAWSON PRODUCTS	561.81	
		LOWES #03000*	730.33	
		MICHAELS STORES 9972	15.05	
		MIGHTY AUTO PARTS OF ARIZONA	48.97	
		NAPA STORE 4718007	61.28	

Account Acct Descr	Vendor	Amount	Acct Total
	NAPA STORE 4718026	679.09	
	PAUL'S ACE HARDWARE	146.20	
	PAUL'S ACE HARDWARE #3	64.88	
	PPG PAINTS 8093	110.09	
	READYREFRESH BY NESTLE	60.73	
	SAMS CLUB #6213	210.47	
	SOLDOVIERI DISTRIBUTING CO	51.84	
	SPARKFUN ELECTRONICS	235.00	
	STICKER PLACE	27.03	
	THE HOME DEPOT #0489	23.98	
	THE LIGHTHOUSE	102.24	
	THERMO FLUIDS INC	50.00	
	TIFCO INDUSTRIES	258.47	
	UNITED LABORATORIES	180.72	
	VERIZON WRLS W2784-01	286.31	
	WIST SUPPLY EQUIPMENT	221.96	
	WM SUPERCENTER #5768	34.46	
	WOODWORKERS SOURCE	52.97	
	WW GRAINGER	885.75	
		----->	14,749.97
6357	Bike Squad Supplies		
	AMAZON MKTPLACE PMTS	126.61	
	BROWNELLS INC	187.69	
	EVIDENT INC	91.50	
	PERFORMANCE BIKE SHOP	1,180.73	
	SCUBACOMINC	56.38	
	THE BICYCLE CELLAR	5.51	
	VOLCANIC MANUFACTURING LLC	9,271.02	
		----->	10,919.44
6362	Street + Traffic Sign Material		
	3M	18,886.18	
	JOHNSON PLASTICS	557.13	
	TUBELITE COMPANY INC	999.41	
		----->	20,442.72
6364	Traffic Signal Materials		
	FISHER'S TOOLS & HANDLES, INC.	78.91	
	INDUSTRIAL METAL SUPPL	93.94	
	PAUL'S ACE HARDWARE #3	40.87	
	SITMATIC	565.24	
	SUMMIT ELECTRIC SUPPLY	42.66	
	THE HOME DEPOT #0489	100.97	
		----->	922.59
6366	Paint, Thinner, Etc.		
	EWING IRRGTN PRDTS #95	951.50	
	LOWES #00674*	23.87	
	LOWES #03000*	466.97	
	PAUL'S ACE HARDWARE #3	461.41	
		----->	1,903.75
6370	Printing + Copier Supplies		
	B&H PHOTO, 800-606-696	300.20	
	KONICA MINOLTA BUSINES	125.83	
	WIST SUPPLY EQUIPMENT	7,324.59	
		----->	7,750.62
6380	Recruit Kits		
	BC GRAPHICS	81.08	
	SQ *ARIZONA TACTICAL	2,828.80	
	WIST SUPPLY EQUIPMENT	290.78	
		----->	3,200.66
6401	Building Materials		
	APPLIANCE PARTS-TEMPE	38.83	
	ARIZONA PLBG & HTG PAR	1,020.32	
	C & I SHOW HARDWARE &	69.18	
	EAST VALLEY SHEET META	97.25	
	INDUSTRIAL METAL SUPPL	67.57	
	KCI DOORS & HARDWARE	470.56	
	LOWES #03000*	575.79	
	PARTITIONS & ACCESSORI	239.87	

Account Acct Descr	Vendor	Amount	Acct Total
	PAUL'S ACE HARDWARE #3	536.70	
	PROFESSIONAL PLASTICS,	88.95	
	THE HOME DEPOT #0489	897.38	
	VALLEY ACE HARDWARE TE	26.99	
	WINROC PHOENIX	391.96	
	WW GRAINGER	631.35	
		----->	5,152.70
6402 Park Electrical	AMAZON MKTPLACE PMTS	340.90	
	FLUORESCO SERVICES LLC	1,651.64	
	PAUL'S ACE HARDWARE #3	66.36	
	SPECTRA ELECTRICAL SERVICES INC	1,061.07	
	SUMMIT ELECTRIC SUPPLY	2,903.72	
	SUMMIT ELECTRIC SUPPLY	391.99	
	VOSS LIGHTING - PHOENI	0.00	
	WW GRAINGER	4.34	
		----->	6,420.02
6403 Plumbing Materials	ALLFAB ENGINEERING CO	146.21	
	ARIZONA PLBG & HTG PAR	376.94	
	BROWNS PARTSMASER	22.75	
	CANYON PIPE & SUPPLY	1,443.17	
	CENTRAL AZ SUPPLY	466.95	
	FERGUSON ENT #628	5,084.75	
	LOWES #03000*	122.69	
	MOST DEPENDABLE FOUNTA	1,340.85	
	PAUL'S ACE HARDWARE	16.52	
	PAUL'S ACE HARDWARE #3	302.29	
	RSD - PHOENIX #32	99.96	
	THE HOME DEPOT #0489	108.06	
	THE PLUMBER'S CHOICE I	466.90	
	VAN MARCKE TRADE SUPPL	21.16	
	WOLVERINE BRASS INC	947.40	
		----->	10,966.60
6404 Special Systems	ASI FUNDING	770.00	
	BATTERY GIANT - CHANDL	394.45	
	LOFTIN EQUIPMENT COMPA	962.35	
	LOWES #03000*	64.73	
	PIONEER EQUIPMENT INC	79.60	
	STANLEY CONVERGENT SECURITY SOLUTION INC	4,709.16	
	WW GRAINGER	58.96	
		----->	7,039.25
6405 Refrigeration Supplies	AIR COLD SUPPLY #1402	190.68	
	AMERICAN REFRIG SUPP #	4,529.84	
	ARIZONA CONTROL SPECIALISTS INC	2,623.32	
	CARRIER CORP - CML SVC	335.00	
	CERTIFIED LABORATORIES	323.22	
	CHEFSTORE TEMPE 8105	79.07	
	JOHNSTONE SUPPLY 86	193.46	
	KIT*KAMAN PHOENIX AZ	84.73	
	LOWES #03000*	15.42	
	THE HOME DEPOT #0489	86.51	
	TRU TEMP EQUIPMENT	303.24	
	US AIR CONDITIONING	479.97	
	WW GRAINGER	136.54	
		----->	9,381.00
6406 Electrical Supplies	8756 CAPITAL	945.37	
	A BREAKER CO INC	32.49	
	CERTIFIED LABORATORIES	471.36	
	SUMMIT ELECTRIC SUPPLY	5,455.95	
	SW ENERGY SYSTEMS LLC	247.00	
	THE HOME DEPOT #0489	151.41	
	THE HOME DEPOT #6862	9.58	
	VOSS LIGHTING - PHOENI	373.42	

Account Acct Descr	Vendor	Amount	Acct Total
	WEST LITE SUPPLY CO	321.81	
	WW GRAINGER	1,089.57	
		----->	9,097.96
6410 Motor Vehicle Parts	AAMP	44.90	
	AIRFLOW SYSTEMS	52.61	
	ALLIED ELECTRONICS INC	40.88	
	ARIZONA BRAKE & CLUTCH SUPPLY INC	871.40	
	AZ SPRAY EQUIPMENT	181.94	
	CHAPMAN CHEVROLET - ISUZU	63.93	
	DESERT RAT OFF ROAD #6	367.48	
	FLEETPRIDE BILLS ONLIN	486.49	
	FREIGHTLINER OF AZ-CHA	200.48	
	GHX INDUSTRIAL LLC	77.29	
	HOSE ADVANTAGE	212.98	
	MCFADDEN-DALE IND	69.56	
	NAPA STORE 4718026	28.48	
	OREILLY AUTO 00031419	1.01	
	POHLE NV CENTER	263.32	
	ROSENBAUER MINNESOTA LLC	361.67	
	SIMPSON NORTON CORP	3,571.04	
	SPARTAN CHASSIS INC	126.79	
	THE LIGHTHOUSE	645.35	
	TOMAR ELECTRONICS, INC.	151.53	
	WW GRAINGER	11.44	
		----->	7,830.57
6415 Communication Equip Part	AMAZON MKTPLACE PMTS	1,510.83	
	ANIXTER/CLARK/TRI-ED	275.08	
	BEST BUY 00011890	506.60	
	LOGICALIS INC	1,690.88	
	LSH LIGHTS	135.78	
	VZWRLSS*ETMWPNOW211501	244.56	
	WORLD WIDE TECHNOLOGY	6,307.69	
		----->	10,671.42
6416 Comm. Parts - Telephone	VERIZON WRLS W2784-01	432.36	
		----->	432.36
6420 Operating + Maint. Supplies	8756 CAPITAL	286.68	
	A-1 LOCKSMITH & SECURI	774.59	
	AIT SOUTHWEST INC	909.94	
	ALLIED GASES AND WELDI	64.57	
	AMAZON MKTPLACE PMTS	989.20	
	AMAZON.COM	449.83	
	AMAZON.COM AMZN.COM/BI	275.66	
	ANCON MARINE CORPORATION	354.00	
	APD POWER CENTER	37.84	
	AQUATIC ENVIRONMENTAL	235.09	
	ARAMSCO NEW JERSEY	174.45	
	ARIZONA BAG CO LLC	281.58	
	ARIZONA GLOVE AND SAFE	95.68	
	ARIZONA PROPANE	10.63	
	ARIZONA WATER WORKS SU	84.53	
	ARNOLD MACHINERY	1,003.11	
	ASU PARKING AND TR QPS	3.00	
	AZ WASTEWATER INDUSTRI	2,108.36	
	B & M COMPUTER/TYPEWRI	119.00	
	BALAR EQUIPMENT	2,795.49	
	BATTERY GIANT - CHANDL	106.73	
	BERTS PAINT	1,684.83	
	BESTBUYCOM704406034381	165.64	
	BORDER STATES ELECTRIC	1,937.33	
	BORDER STATES ELECTRIC SUPPLY	862.75	
	BOSTON MARKET 0426	57.20	
	BURGER KING #3634 Q07	35.41	
	C & I SHOW HARDWARE &	64.86	

Account Acct Descr	Vendor	Amount	Acct Total
	CARWASH SERVICES OF ARIZONA LLC	430.52	
	CENTURY FORMS, INC	1,549.38	
	CERTIFIED LABORATORIES	323.22	
	COPPER STATE BOLT AND NUT CO	1,850.67	
	COPPER STATE SUPPLY 2	51.34	
	DOLRTREE 2650 00026500	38.38	
	DS SERVICES STANDARD C	7.02	
	DUNKIN #352444 Q	10.26	
	EMLAB P&K LLC	851.34	
	EVIDENT INC	47.75	
	EXPRESS HOSE AND FIITT	37.57	
	FACEBOOK KM3XR8W4F2	23.15	
	FEDEX 774443688569	8.28	
	FEDEX 781487476126	66.81	
	FERGUSON ENT #3083	51.44	
	FERGUSON ENT #628	273.57	
	FILIBERTOS MEXICAN FOO	138.09	
	FISHER'S TOOLS & HANDL	68.92	
	FRY'S ELECTRONICS #17	2,048.23	
	FRYS-FOOD-DRG #124	23.76	
	FX TACTICAL	108.08	
	GIH*GLOBALINDUSTRIALEQ	1,108.70	
	GPS INSIGHT LLC	503.10	
	GRAFFITI SOLUTIONS INC	337.00	
	HACH COMPANY	2,132.87	
	HEALTHCARE MEDICAL WAS	73.50	
	HENNESY MECHANICAL SALES	4,799.22	
	HOOTSUITE MEDIA INC.	119.88	
	HORIZON DISTRIBUTOR-15	1,162.01	
	IMPACT PLASTICS INC	4,797.24	
	INDUSTRIAL AUTOMATION	5,408.52	
	INPRO CORPORATION	363.29	
	INTERMOUNTAIN LOCK AND	886.99	
	J2 ENGINEERING AND ENVIRONMENTAL DESIGN	1,571.87	
	JACK HARRINGTON	350.00	
	JERSEY TACTICAL CORP	14,299.56	
	K & F ELECTRIC INC	3,996.51	
	KFC D212048	37.80	
	LAPTOPKEY	7.63	
	LAWSON PRODUCTS	353.43	
	LESLIES POOL SPLY 739	56.17	
	LOWES #03000*	2,108.92	
	MARTHA MONTERO - PETTY CASH CUSTODIAN	74.48	
	MCDONALD'S F21151	28.45	
	MISSION LINEN	2,117.70	
	MOBILE MINI	191.20	
	MOTION INDUSTRIES AZ51	3,067.19	
	NAPA STORE 4718007	13.72	
	NAPA STORE 4718026	26.98	
	NATIONAL CONSTRUCTI	735.51	
	NATIONAL SHOOTING SPOR	105.00	
	OREILLY AUTO 00031856	4.10	
	PAUL'S ACE HARDWARE	14.03	
	PAUL'S ACE HARDWARE #3	135.65	
	PAYPAL *EMC MOBILES	11.17	
	PEAK MEDIA INC	9,408.85	
	PHOENIX PUMPS INC.	2,858.45	
	PIONEER LANDSCAPING MATERIALS INC	2,241.46	
	POOL WATER PRODUCTS #9	311.11	
	PTOUCHDIRECT	28.14	
	RADIOSHACK COR00134254	306.20	
	REDLINE ELECTRIC & SOLAR LLC	3,865.12	
	SCP DISTRIBUTORS - 235	17.38	
	SECURED ACCOUNT	30.89	
	SEFAR INC	3,248.73	
	SOUTHWEST LABORATORIES	102.40	
	SPRINGHILL STES TEMPE	270.33	

Account	Acct Descr	Vendor	Amount	Acct Total
		STANLEY CONVERGENT SECURITY SOLUTION INC	2,359.77	
		STORAGE & DISTRIBUTION	4,152.98	
		STOTZ EQUIPMENT	48.64	
		STREETEAGLE-GPS.COM	288.00	
		SUMMIT ELECTRIC SUPPLY	64,682.19	
		SUMMIT ELECTRIC SUPPLY	531.10	
		SUN WEST CONTAINER CO	3,034.89	
		SURVEYMONKEY.COM	204.00	
		TEMPE POWER EQUIPMENT	2,094.80	
		TFS*FISHER SCI CHI	884.97	
		TFS*FISHER SCI HUS	75.98	
		TFS*FISHERSCI ECOM HUS	1,921.33	
		THE HOME DEPOT #0489	294.72	
		THE HOME DEPOT 458	124.40	
		THE HOME DEPOT 470	372.32	
		ULINE *SHIP SUPPLIES	91.89	
		UNITED LABORATORIES	632.82	
		VALLEY FIRE CHIEFS ASSOCIATION	250.00	
		VALLEY PRIDE CAR WASH	135.00	
		VULCAN MATERIALS COMPANY	1,028.58	
		WASH WIZARD AUTO SPA	20.00	
		WAYFAIR*WAYFAIR	75.98	
		WEST LITE SUPPLY CO	316.19	
		WEST LITE SUPPLY CO INC	307.18	
		WIST SUPPLY EQUIPMENT	6,362.77	
		WM SUPERCENTER #5768	34.46	
		WORLD WIDE TECHNOLOGY	1,430.63	
		WW GRAINGER	2,701.86	
		WWW DOCKSUPPLIERS COM	501.00	
		WWW.NEWEGG.COM	237.80	
		XYLEM WATER SOLUTIONS	1,615.35	
		ZEE MEDICAL 00022012	269.19	
		ZEE MEDICAL, INC	269.19	
		ZORO TOOLS INC	-862.81	
			----->	194,151.38
6421	SCBA Parts + Supplies	UNITED FIRE EQUIPMENT	2,366.87	
			----->	2,366.87
6422	Fire Hose + Nozzle	UNITED FIRE EQUIPMENT	232.05	
			----->	232.05
6423	Emergency Preparedness	MHA CONSULTING INC	2,972.50	
			----->	2,972.50
6424	Technical Rescue Team Supplies	AMAZON.COM AMZN.COM/BI	38.90	
		WEST MARINE #515	21.61	
			----->	60.51
6425	Custodial Supplies	LOWES #03000*	60.53	
		UNITED LABORATORIES	792.47	
		US PLASTICS/NEATLY SMA	528.19	
		WAXIE SANITARY SUPPLY	1,862.40	
		WAXIE SANITARY SUPPLY	1,568.88	
			----->	4,812.47
6430	Street Repair Materials	COPPER STATE SUPPLY 2	1,014.94	
		SEALMASTER AZ	784.92	
		VULCAN MATERIALS COMPANY	1,046.54	
			----->	2,846.40
6433	Concrete Repair Materials	BORDER CONSTRUCTION SPECIALTIES	168.00	
		CALPORTLAND COMPANY	858.08	
			----->	1,026.08
6435	Strm Drn, Wtr + Irrig Supplies	CITY OF CHANDLER	25.63	
		EWING IRRGTN PRDTS #95	127.53	

Account Acct Descr	Vendor	Amount	Acct Total
	HORIZON	2,549.96	
	HORIZON DISTRIBUTOR-11	468.85	
	HORIZON DISTRIBUTOR-15	2,335.72	
	VAN MARCKE TRADE SUPPL	91.69	
		----->	5,599.38
6440 Golf Cart Supplies	CLAYTON HOLDINGS, LLC.	10,424.83	
	E-Z-GO DIVISON OF TEXTRON	871.61	
	IN *AQUA CHILL, INC #1	95.12	
		----->	11,391.56
6441 Driving Range Supplies	MALIBU COMMUNICATIONS LLC	127.50	
		----->	127.50
6505 Books + Publications	INT'L CODE COUNCIL INC	185.00	
	NFPA NATL FIRE PROTECT	113.45	
	THOMSON WEST*TCD	2,361.16	
		----->	2,659.61
6506 Library Materials	AMAZON.COM AMZN.COM/BI	73.35	
	BAKER-TAYLOR	1,088.49	
	DEMCO INC	1,080.52	
	MIDWEST TAPE LLC	92.98	
	OVERDRIVE DIST	9,189.62	
	REGENT BOOK COMPANY	17.01	
	REI*MATTHEW BENDER &CO	50.44	
	TCD*GALE	3,109.40	
		----->	14,701.81
6507 Library Processing Supplies	DEMCO INC	723.55	
		----->	723.55
6508 Children's Program Supplies	AMAZON.COM	79.32	
	AMAZON.COM AMZN.COM/BI	79.72	
	DHARMA TRADING CO.	178.21	
	HOBBY-LOBBY #483	67.90	
	ORIENTAL TRADING CO	201.49	
	WAL-MART #5186	28.14	
	WM SUPERCENTER #5768	17.53	
		----->	652.31
6509 Museum Collection Supplies	AMAZON.COM AMZN.COM/BI	76.57	
	BILLS CUSTOM FRAMING	464.83	
	DEMOULIN BROTHERS & CO	44.23	
	FRYS-FOOD-DRG #101	21.58	
	PAYPAL *ODDTOES	22.40	
	PAYPAL *SPYGLASSTRE	23.80	
		----->	653.41
6513 First Aid Supplies	ALPINE-PINNACLE INC.	610.86	
	AMAZON MKTPLACE PMTS	131.48	
	ARIZONA GLOVE AND SAFE	17.52	
	ARROW INTERNATIONAL	2,388.69	
	BOUND TREE MEDICAL LLC	86.72	
	TEMPE ST LUKES HOSPITAL	3,711.89	
	ZEE MEDICAL, INC	1,831.01	
		----->	8,778.17
6514 Awards + Recognition	ALBERTSONS #0940	100.00	
	BC GRAPHICS	424.35	
	HARKINS REEL DEALS	1,308.00	
	JACKSONS CAR WASH 8110	75.00	
	THE TROPHY DEN	132.58	
	WHOLEFDS TEM 10084	150.00	
		----->	2,189.93
6520 Event/Reimbursement- M + E	TRAFFICADE SERVICES, INC.	5,463.86	

Account Acct Descr	Vendor	Amount	Acct Total
		----->	5,463.86
6551 Misc Event Supplies	99-CENTS-ONLY #0133	7.57	
	ATLASTA CATERING INC	1,822.97	
	ESSENCE BAKERY CAFE	93.94	
	FRYS-FOOD-DRG #101	13.22	
	FRYS-FOOD-DRG #124	20.75	
	FRYS-MKTPLACE #624	80.79	
	MICHAELS STORES 7801	54.41	
	PRINTING SPECIALISTS	845.90	
	SAFEWAY STORE00026443	48.55	
	SAMSCLUB #6605	105.52	
	SMARTNFINAL48011604808	133.69	
	SPROUTS FARMERS MARK	97.95	
	THE HOME DEPOT #0489	36.32	
	THE HOME DEPOT 458	133.99	
	WIST SUPPLY EQUIPMENT	12.96	
	WM SUPERCENTER #5768	71.40	
	WW GRAINGER	548.20	
		----->	4,128.13
6552 Other Equipment + Supplies	AMAZON MKTPLACE PMTS	387.96	
	FRY'S ELECTRONICS #17	100.49	
	GUITAR CENTER #151	246.44	
	IKEA TEMPE	254.91	
	LOWES #03000*	90.27	
	PORTABLE COMPUTER SYSTEMS INC	1,736.95	
	SAMS CLUB #6213	48.49	
	SIGNSDIRECT	40.16	
	TEMPE POWER EQUIPMENT	229.67	
	WAL-MART #1746	171.88	
	WIST SUPPLY EQUIPMENT	39.28	
		----->	3,346.50
6599 Miscellaneous Supplies	4IMPRINT	1,396.87	
	99-CENTS-ONLY #0133	200.00	
	A TO Z EQUIPMENT RENTA	0.00	
	A-1 LOCKSMITH & SECURI	35.24	
	ALBERTSONS #0940	20.36	
	ALPHAGRAPHICS #436	393.64	
	AMAZON MKTPLACE PMTS	551.37	
	AMAZON.COM	244.16	
	AMAZON.COM AMZN.COM/BI	39.20	
	AMZ*TEMPEWATERANDICEST	15.00	
	APOLLO CLEANERS	86.40	
	BOB BARKER COMPANY INC	149.33	
	BOUND TREE MEDICAL LLC	16.55	
	CHILDREN`S DENTAL VILL	450.00	
	COSTCO *BUS CENTER 827	276.48	
	EB ATAP-AZ PRESENTS T	129.57	
	EINSTEIN BROS BAGELS12	23.76	
	EVIDENT INC	329.00	
	EXPRESS CLEANERS	10.50	
	FRYS FOOD & DRUG	14.64	
	FRYS-FOOD-DRG #101	400.00	
	FRYS-FOOD-DRG #124	37.72	
	FRYS-MKTPLACE #607	451.14	
	HDHAT VIDEO TOURS	99.95	
	JO-ANN ETC #2137	50.73	
	KONICA MINOLTA BUSINES	95.64	
	KONICA MINOLTA BUSINESS	275.94	
	L2G*MARICOPA ENV SVS	85.00	
	LILY VILLA - PETTY CASH CUSTODIAN	115.25	
	LISA ELENA VALLEJO	33.30	
	LITTLE CAESARS #3191	43.24	
	LOWES #01850*	0.00	
	MICHAELS STORES 7801	64.85	

Account Acct Descr	Vendor	Amount	Acct Total
	OFFICEMAX/OFFICEDEPOT6	61.76	
	PAUL'S ACE HARDWARE	31.30	
	PAYPAL *APEXLAMPS	339.00	
	PAYPAL *GIULIANA	-10.00	
	PAYPAL *ORIENTALTRA	0.00	
	QT 1404 91014043	17.05	
	QT 441 05004411	100.00	
	QT 467 05004676	0.80	
	SAFEWAY STORE00014878	187.98	
	SAMS CLUB #6213	51.81	
	SAMSCLUB #6213	29.83	
	SAS FABRICS	11.86	
	SMARTNFINAL48011604808	343.39	
	SMARTSIGN	31.78	
	STAPLES 00102624	202.11	
	STAPLES 00119628	97.28	
	STATE OF ARIZONA	75.00	
	TARGET 00003194	500.00	
	TARGET 00012096	51.70	
	TARGET 00021766	175.91	
	TARGET.COM *	25.91	
	THE HOME DEPOT #0489	316.78	
	THE HOME DEPOT 471	169.03	
	THE TROPHY DEN	92.65	
	USPS 03843808233807314	15.50	
	VENEZIA'S TEMPE	201.86	
	VZWRLSS*PREPAID PYMNT	49.01	
	WAL-MART #1746	427.98	
	WAL-MART #5768	218.24	
	WAXIE SANITARY SUPPLY	1,733.80	
	WIST SUPPLY EQUIPMENT	498.47	
	WM SUPERCENTER #1746	138.46	
	WW GRAINGER	11.61	
		----->	12,332.69
6601 Conservation Rebate	AMBER JOHNSON	75.00	
	BERNADETTE IVORY	975.00	
	DAVID TINOW	75.00	
	DON BESSLER	49.00	
	GREG LAUGHLIN	165.12	
	HUE BISHOP	148.50	
	JERRY GEIGER	75.00	
	JOAN DOUDNA	69.50	
	JOE MENDES	1,499.44	
	JOHN HIETT	496.75	
	KEITH WELLNITZ	75.00	
	KEN HALLORAN	75.00	
	LARRY DALTON	49.50	
	MARGARET JONES	75.00	
	MARK RACE	217.00	
	RALPH OR NANCY WHITE	1,375.00	
	ROSE HOLLON	98.00	
	SARA WALLACE	69.50	
	SARA ZERVOS	75.00	
	SHARON LOSEY	64.43	
	SHIRLEY VANEY	75.00	
	SONIA GOSZ	200.00	
	TERESA SANDOVAL	75.00	
	THOMAS CARROLL	250.00	
	WENDELL NEHLS	150.00	
		----->	6,551.74
6602 On-line Usage Fee	TICKETFORCE LLC	1,543.75	
		----->	1,543.75
6603 Off-line Usage Fee	TICKETFORCE LLC	885.20	
		----->	885.20

Account	Acct Descr	Vendor	Amount	Acct Total
6604	Electricity- Audit	SOLAR ENERGY OF AMERICA 1 LLC (SE1)	2,004.80	2,004.80
6606	Environmental Permits	MARICOPA COUNTY STATE OF ARIZONA	6,600.00 2,285.00	8,885.00
6616	CAP Water	CENTRAL ARIZONA PROJECT	58,783.42	58,783.42
6623	Travel Reduction Program	CITY OF PHOENIX	6,061.00	6,061.00
6625	Security	G4S SECURE SOLUTIONS (USA) INC	16,589.12	16,589.12
6628	Transit Store- Bus Ticket/Pass	CITY OF PHOENIX REGIONAL PUBLIC TRANSPORTATION AUTHORITY	14,597.00 336.00	14,933.00
6629	Events/Promotions	ACE HARDWARE & RENTAL ARIZONA FORWARD ASSOCI BARROS PIZZA - 121 BOSA DONUTS ON MILL CITY HARDWARE EARL OF SANDWICH EASLEYS FUN SHOP FRYS-FOOD-DRG #124 G4S SECURE SOLUTIONS (USA) INC L2G*MARICOPA ENV SVS MARRIOTT PHOENIX TEMPE PRIDE GROUP LLC REGATTACENTRAL REGIONAL PUBLIC TRANSPORTATION AUTHORITY TARGET.COM * THE BICYCLE CELLAR THE HOME DEPOT 477 THE ICE WAGON	87.11 100.00 362.02 9.74 35.57 296.26 64.54 26.63 680.68 85.00 5,000.00 28,996.95 245.00 2,098.80 -60.75 30.82 10.72 963.48	39,032.57
6631	Public Involvement	COMMUNITY ASSOCIATION FOR PARKE TEMPE DZ PAINT, INC JOHN RANDALL NELSON	311.39 5,000.00 5,000.00	10,311.39
6633	Bus Stop Maintenance	A MIND FOR DETAIL INC	36,050.00	36,050.00
6642	Bus Ticket/Pass- HS Bookstore	CITY OF PHOENIX	34,316.75	34,316.75
6650	Custodial Maintenance/Service	CORPORATE JOB BANK	1,479.26	1,479.26
6652	Appraisal, Record + Title	L2G*MC RECORDER TITLE	500.00	500.00
6653	On-line Information Svc	ENTERSECT LEXISNEXIS RISK DAT	225.00 374.25	599.25
6656	Consultants	A FOREIGN LANGUAGE SERVICE ADP INTERPRETING LLC ARCADIS US INC BELINDA BALOUGH BROWN & CALDWELL INC	250.00 130.00 99.40 500.00 160,338.27	

Account	Acct Descr	Vendor	Amount	Acct Total
		FELIX CONSTRUCTION COMPANY	6,881.95	
		HAYS COMPANIES OF ARIZONA	9,166.66	
		J2 ENGINEERING AND ENVIRONMENTAL DESIGN	6,924.51	
		LOGAN SIMPSON DESIGN, INC.	1,390.70	
		LSW ENGINEERS ARIZONA, INC.	1,248.00	
		PARSONS BRINCKERHOFF INC	1,124.84	
		PROFESSIONAL COURT INTERPRETING SERVICES	120.00	
		PROJECT ENGINEERING CONSULTANTS LTD	4,645.82	
		RYAN RAPP & UNDERWOOD PLC	200.00	
		SL-SERCO INC	14,635.06	
		STANLEY CONSULTANTS, INC	26,600.40	
		STRUCTURAL GRACE INC	43,125.00	
		TY LIN INTERNATIONAL	15,519.55	
		VAN SCOYOC ASSOCIATES INC	7,500.00	
		WILLIAM S KISER	400.00	
		WILSON ENGINEERS LLC	64,357.00	
			----->	365,157.16
6657	Survey + Staking	ARIZONA BLUE STAKE INC	1,666.50	
			----->	1,666.50
6658	Engineering Design	AQUA ENGINEERING INC	1,165.00	
		AYRES ASSOCIATES INC	8,635.66	
		BRECKENRIDGE GROUP INC	626.44	
		BURGESS & NIPLE INC	13,570.26	
		CDM SMITH INC	41,344.60	
		ENTELLUS INC	12,075.57	
		GANNETT FLEMING INC	289,280.33	
		LSW ENGINEERS ARIZONA, INC.	17,531.90	
		PROJECT ENGINEERING CONSULTANTS LTD	5,511.00	
		WILSON ENGINEERS LLC	1,260.00	
			----->	391,000.76
6659	Testing	AMAZON.COM AMZN.COM/BI	13.40	
		BEST BUY 00010025	54.04	
		BOULDER STOP	23.53	
		EINSTEIN BROS BAGELS12	7.76	
		EUROFINS EATON ANALYTICAL INC	200.00	
		EXXONMOBIL 96282728	72.85	
		KLEINFELDER WEST INC	456.15	
		LEGEND TECHNICAL SERVICES	8,826.00	
		NFPA NATL FIRE PROTECT	234.45	
		QDI*QUEST DIAGNOSTICS	181.50	
		RICKER ATKINSON MCBEE ET AL INC	525.00	
		SHELL OIL 57442815809	24.51	
		SHELL OIL 605412201QPS	24.14	
		SOUTHWEST LABORATORIES	40.30	
			----->	10,683.63
6660	Haz Waste Disposal City Bldgs	KARY ENVIRONMENTAL SERVICES INC	7,867.83	
			----->	7,867.83
6662	Recruitment	BT DILLYSDELIWUJN36C6	125.91	
		TEMPE MISSION PALM HTL	11.73	
		THE BLEND	11.75	
			----->	149.39
6664	Deferred Comp. Admin Fees	ANGELA HILL - PETTY CASH CUSTODIAN	6.07	
		ERBERT AND GERBERTS SA	77.85	
			----->	83.92
6667	Criminal Justice Program	MARICOPA COUNTY SHERIFF'S OFFICE	198,754.70	
		PATRICIA ANN TRACEY	1,845.00	
			----->	200,599.70
6668	Legal Fees	CORPORATE JOB BANK	807.30	
		GALLAGHER & KENNEDY PA	16,490.00	

Account Acct Descr	Vendor	Amount	Acct Total
	GUST ROSENFELD PLC	4,245.30	
	LAW OFFICES OF THOMAS D ROTH	1,777.80	
		----->	23,320.40
6669 Collection Fees	TRANS UNION LLC	16.94	
		----->	16.94
6670 Public Defender Fees	HERD LEGAL PLLC	3,750.00	
	LAW OFFICES OF ROBERT A BUTLER PLLC	6,250.00	
	SCOTT MCALISTER PC	6,250.00	
		----->	16,250.00
6671 Landscape Maint. Contract	ARTISTIC LAND MANAGEMENT INC	21,983.51	
	CLEAN AIR OF AZ LLC	541.00	
	CORPORATE JOB BANK	1,714.80	
	FOUR PEAKS LANDSCAPE MANAGEMENT, INC.	270.00	
	WEST COAST ARBORISTS, INC	300.00	
	WORLD WIDE TECHNOLOGY	2,705.69	
		----->	27,515.00
6672 Contracted Services	A P FIRE PROTECTION LLC	292.50	
	ACTION BARRICADE COMPANY LLC	1,970.12	
	ADVANCED CHEMICAL TECHNOLOGY, INC.	1,040.00	
	ALLIED GASES AND WELDI	520.76	
	AMERICAN MESSAGING	5.33	
	AMYS PLANTS AND FLOWERS LLC	89.95	
	ANCON MARINE CORPORATION	7,078.00	
	ANDREA CAHILL	540.00	
	ANDREW LEE BAHN	480.00	
	APACHE CONCRETE CUTTING INC	242.14	
	AQUATIC CONSULTING & TESTING	7,740.00	
	ARIZONA BLUE STAKE INC	1,365.04	
	ARIZONA BOUNCE AROUND	193.23	
	ARIZONA CONTROL SPECIALISTS INC	760.00	
	ARIZONA ELEVATOR SOLUTIONS	5,322.01	
	ARIZONA STATE UNIVERSITY	5,625.00	
	ARIZONA WIRE ROPE	433.62	
	ARTFUL FOCUS	120.00	
	B & F CONTRACTING	12,145.00	
	BAILEY OLIVAS	240.00	
	BLOOD ALCOHOL TESTING AND CONSULTING	625.00	
	BRIANA YOUNG	690.00	
	C B CONTRACTING INC	330.00	
	CARLEY CONDER	150.00	
	CATERINA D AGROSA	343.50	
	CELESTE TANG	75.00	
	CENTERS FOR HABILIT	400.00	
	CHAPMAN CHEVROLET - ISUZU	2,119.85	
	CHERYL HARTZLER	300.00	
	CITY OF MESA	15,000.00	
	CITY WIDE PEST CONTROL	1,228.00	
	CITY WIDE PEST CONTROL INC	591.00	
	COM SENSE INC	1,945.00	
	COMMONWEALTH ELECTRIC COMPANY OF MIDWEST	196.00	
	COPPER STATE SUPPLY 2	1,049.12	
	CORPORATE JOB BANK	104,580.89	
	COX*PHOENIX COMM SERV	532.99	
	CRAIGSLIST.ORG	35.00	
	CRAWFORD MECHANICAL SERVICES LLC	200.63	
	CRITTER TECH LLC	588.00	
	CUSTOM GLASS	185.00	
	DEVAU HUMAN RESOURCES	5,965.67	
	DICKENS CAROLERS INC	75.00	
	DNH*GODADDY.COM	182.04	
	DR JENI MCCUTCHEON PSYD PLLC	2,200.00	
	EARTHCARE CONSULTANTS LLC	2,392.02	
	EMPIRE SOUTHWEST	287.55	

Account Acct Descr	Vendor	Amount	Acct Total
	ENVIRONMENTAL CONSULTING SERVICES, INC	450.00	
	EVERBRITE WEST - FLUOR	3,546.50	
	EXPERIAN	237.46	
	FABIANI PAINTING AND DECORATING LLC	3,600.00	
	FEDEX 96404411	22.10	
	FEDEX 96408924	86.74	
	FISH WINDOW CLEANING#4	451.00	
	FLEETWASH INC	1,096.25	
	FLEMING TRAILERS IN	122.33	
	FLUORESCO SERVICES LLC	18,379.55	
	FOSTER ELECTRIC MOTOR SERVICE INC	1,814.75	
	FREIGHTLINER OF AZ-CHA	159.99	
	FRYS-FOOD-DRG #022	195.00	
	G4S SECURE SOLUTIONS (USA) INC	35,027.48	
	GAMETRUCK.COM	323.40	
	GARY MARSH	75.00	
	GOLD MEDAL GYMNASTICS	1,152.00	
	GPS INSIGHT LLC	335.40	
	HURRICANE AQUATICS	604.86	
	IN *AMERICAN INSPECTIO	870.00	
	INSTANDCONTROLS	102.00	
	INT*ARIZONA FUN SERVIC	242.15	
	INTELLIQUICK DELIVERY	283.20	
	IRON MOUNTAIN	721.05	
	IRON MOUNTAIN	972.01	
	JACK HARRINGTON	1,211.29	
	JAMES E HUDDLESTON PHD	185.00	
	JAN SANDWICH	250.00	
	JOANNE'S KITCHEN	90.00	
	JOHN B KELLY JR	480.00	
	JUAN FERNANDO MORENO	675.00	
	K R SALINE AND ASSOCIATES PLC	1,400.00	
	KATHERINE R KISNER	357.00	
	KELLER ELECTRICAL INDUSTRIES INC	9,185.69	
	KNOWLEDGE SERVICES	25,573.80	
	KONICA MINOLTA BUSINES	908.46	
	KONICA MINOLTA BUSINESS	190.29	
	LAW OFFICES OF ROBERT A BUTLER PLLC	83.60	
	LAWRENCE J ALLEN PHD	125.00	
	LEXISNEXIS RISK DAT	370.80	
	LINDA MARIE CODIER	120.00	
	LISA BERNAL BRETHOUR	1,550.00	
	METERING SERVICES INC	3,294.22	
	MICHAEL D KIKES	480.00	
	MILLERTIME ENTERPRISES INC	1,080.00	
	MOBILE MINI	134.69	
	MOBILE MINI, INC	134.69	
	MOODY'S QUICK INC	274.74	
	MUZAK DBA MOOD MEDIA	108.12	
	NANCY MCINTOSH	500.00	
	NATIONAL TREE SERVICE LLC	4,330.00	
	OCLC	52.98	
	ORKIN EXTERMINATING CO INC	400.00	
	OTTO LOGISTICS LLC	14,567.72	
	PAYPAL INC	5.75	
	PHILIPPA FRAME	540.00	
	PHOENIX PUMPS INC	2,599.45	
	PHOENIX ROCK GYM	60.00	
	PHOENIX ROTO-ROOTER NO 21	99.75	
	PLAY-WELL TEKNOLOGIES	150.00	
	PRECISION CLEANING SERVICES	1,925.00	
	PRESSURE EQUIPMENT SAL	85.20	
	PROVIDENCE ASSOCIATES LLC	2,499.50	
	QUICK DRAW PHLEBOTOMY	6,915.00	
	RICKER ATKINSON MCBEE ET AL INC	250.00	
	RIGHT AWAY DISPOSAL LLC	347.80	
	RKS PLUMBING AND MECHANICAL INC	4,526.09	

Account Acct Descr	Vendor	Amount	Acct Total
	ROBERT J JUDD	960.00	
	RONALD BILL LIRA MSW	700.00	
	ROTO-ROOTER #21	8,156.30	
	SAFELITE ONLINE PAYMEN	389.75	
	SALT RIVER PROJECT	101,956.33	
	SCHNEPF FARMS	52.00	
	SEAN DECKERT	891.00	
	SERVICE PROS PLUMBING HEATING AND COOL	5,958.18	
	SHUMAN'S AUTO CLINIC	367.50	
	SLATER SCULPTURE LTD	250.00	
	SOMERSET LANDSCAPE MAINTENANCE INC	2,716.25	
	SPANISH MEDIA & TRANSLATION SERVICES LLC	326.00	
	SPIKER SPORTS LLC	459.00	
	STAFFING SPECIALISTS	14,732.26	
	STANDARD PRINTING CO	737.78	
	STANLEY CONVERGENT SECURITY SOLUTION INC	6,466.39	
	STATE OF ARIZONA	1,813.05	
	STEVEN BENDER	200.00	
	SWAT HD LLC	270.00	
	TAMITHA L S RIDDER	300.00	
	TEMPE CAMERA REPAIR	13.46	
	TEMPE ELEMENTARY SCHOOL DIST NO 3	4,151.75	
	TEMPE UNION HIGH SCHOOL DIST	4,715.80	
	TEMPE/KYRENE COMMUNITIES IN SCHOOLS	17,929.78	
	THE SUGAR THIEVES	400.00	
	THEODORE G DECKER	100.00	
	THOMAS CLARK	960.00	
	TICKETFORCE LLC	75.80	
	TLO TRANSUNION	202.25	
	TRAFFIC RESEARCH & ANALYSIS, INC.	843.00	
	TRAFFICADE SERVICES, INC.	640.59	
	TRI-CITY TRUCKING INC	275.00	
	UTILITY SOLUTIONS PARTNERS LLC	40,670.43	
	VALLEYWIDE GENERATOR S	1,678.86	
	VIRTUAL PICTURES COMPANY	75.00	
	VST FUEL MANAGEMENT INC	967.35	
	W.W. WILLIAMS	11,625.82	
	WALTER H RICHARDSON II	500.00	
	WILLIAM CIOFFI	750.00	
	WW WILLIAMS	514.00	
		----->	582,247.49
6673	Landfill Usage Charges	JOHNSON STEWART MATERIALS LLC	180.00
		----->	180.00
6675	Software Purchases	ADOBE *CREATIVE CLOUD	106.28
		APL* ITUNES.COM/BILL	54.04
		BEST BUY 00010025	75.66
		ORION HEALTHCARE TECHN	3,419.00
		RFFLOW SOFTWARE	98.00
		TRIMBLE SKETCHUP	194.58
		WORLD WIDE TECHNOLOGY	1,061.34
		----->	5,008.90
6676	Training + Development	AMERICAN BACKFLOW PREV	75.00
		ARIZONA WATER ASSOCIAT	85.00
		BRYAN CAVE LLP	125.00
		CAFFE BOA	99.26
		ISC 2	85.00
		LANDMARK	375.00
		MADD (E-COMMERCE)	130.00
		MCCCD GLENDALE	317.00
		METROINSTITUTE CPPA	165.00
		NATIONAL TECHNOLOGY TF	1,399.00
		PAYPAL *ARIZONAPOLY	100.00
		PAYPAL *COMMISSIONS	90.00
		PAYPAL *NATIONALASS	396.00

Account	Acct Descr	Vendor	Amount	Acct Total
		SAFE KIDS WORLDWIDE	170.00	
		SNOOZE AN AM EATERY	44.56	
		SQ *ARIZONA IDENTIFICA	25.00	
		VUE*CISCO EXAN AT VUE	500.00	
		WAL-MART #1746	123.58	
		WM SUPERCENTER #3799	48.67	
			----->	4,353.07
6677	Hazardous Waste Disposal	BATTERY SOLUTIONS	415.40	
		EQ THE ENVIRONMENTAL QUALITY COMPANY	150.00	
		HEALTHCARE MEDICAL WASTE SERVICE	54.50	
		KARY ENVIRONMENTAL SERVICES INC	1,537.58	
		THE CENTER FOR HABILITATION	50.00	
			----->	2,207.48
6680	Industrial Medical Exp	YORK RISK SERVICES GROUP INC.	174,167.76	
			----->	174,167.76
6683	Software Maintenance	BIDDLE CONSULTING GROU	1,099.00	
		DNH*GODADDY.COM	917.97	
		GLOBAL TRAFFIC TECH	3,986.25	
		SHI INTERNATIONAL CORPORATION	9,864.13	
			----->	15,867.35
6684	PSPRS Board	MEZONA ORTHO GILBE	2,000.00	
			----->	2,000.00
6685	Bank Service Charges	ERAD GROUP INC	744.48	
		EXPRESS PARCEL SERVICE	165.66	
			----->	910.14
6688	Off-Site Storage	IRON MOUNTAIN	242.64	
		TASER INTERNATIONAL	116,845.08	
		THE CENTER FOR HABILITATION	40.00	
			----->	117,127.72
6690	Medical-Physical Exams	BANNER OCCUPATIONAL HEALTH SERVICES	1,010.00	
		CONCENTRA MEDICAL CENTERS	1,522.00	
		NATIONWIDE CORPORATE	819.94	
		SOUTHWEST LABORATORIES	2,051.90	
			----->	5,403.84
6691	Investigative Services	CENTURYLINK	910.65	
		IN *WATCH SYSTEMS LLC	2,487.94	
		INTEGRA TELECOM	20.20	
		KLAMATH CNTY TRL 08033	10.50	
		WASHINGTON CNTY TR CRT	6.25	
			----->	3,435.54
6693	Laundry Uniforms + Towel	MISSION LINEN	876.08	
		MISSION UNIFORM SERVICE	206.74	
			----->	1,082.82
6694	Interpreters	A FOREIGN LANGUAGE SERVICE	157.50	
		ARIZONA FREELANCE INTERPRETING SERVICES	1,275.00	
		KAJIA WEN	420.00	
		LANGUAGE LINE SERVICE	112.57	
		MEE SOOK KENDALL	70.00	
		SOMER MOSSA	787.50	
		ZAHRA OMAR	140.00	
			----->	2,962.57
6696	Equestrian Services	AMAZON MKTPLACE PMTS	25.80	
		AMAZON.COM	63.21	
		DALTON CURTIS	800.00	
		EQUINE MEDICINESURG	1,520.00	
		KEITH MAY	360.00	

Account	Acct Descr	Vendor	Amount	Acct Total
		MIKMAR BIT COMPANY	169.95	
		SHOPPERS SUPPLY #2	930.55	
		SORUM VETERINARY CLINI	1,274.00	
		UNITED VET EQUINE	76.94	
		WM SUPERCENTER #5329	9.64	
			----->	5,230.09
6697	Canine Services	ALLIED VETERINARY	837.74	
		AZ EXTERMINATING MES	94.00	
		CITY WIDE PEST CONTROL	374.00	
		ELITE K-9 INC.	452.76	
		HARKINS REEL DEALS	3,258.00	
		HAYDEN ROAD ANIMAL HOS	1,254.86	
		MCCLINTOCK ANIMAL CARE	585.05	
		PETCO 1157 63511570	181.00	
		PETCO 915 63509152	618.60	
		PETSMART INC 2256	336.75	
		TARGET 00013425	31.66	
		UNITED 01626055779191	75.00	
		UNIVERSITY ANIMAL HOSP	86.60	
			----->	8,186.02
6698	WW Plant-Regional Op Exp	CITY OF PHOENIX	51,172.83	
			----->	51,172.83
6701	Cell Phone Charges	AMAZON MKTPLACE PMTS	5.33	
		AMAZON.COM AMZN.COM/BI	13.26	
		APL* ITUNES.COM/BILL	4.31	
		OTTERBOX/LIFEPROOF	42.41	
		SPOK INC	31.20	
		SPRINT *WIRELESS	211.20	
		VERIZON WIRELESS 18358	216.19	
		VERIZON WRLS 0381201	216.19	
		VERIZON WRLS 18191-01	64.66	
		VERIZON WRLS 40000-50	-216.19	
		VZWRLSS*APOCC VISB	82,555.71	
		VZWRLSS*ETMWPNOW211501	1,226.57	
			----->	84,370.84
6702	Telecommunication Services	CENTURYLINK	18,372.87	
		COX*PHOENIX COMM SERV	6,433.03	
			----->	24,805.90
6703	Building + Structure Maint.	ADVANCED CHEMICAL TECHNOLOGY, INC.	310.00	
		AIRE FILTER PRODUCTS	1,558.51	
		CITY WIDE PEST CONTROL	193.00	
		CLEAN N FRESH CLEANING SERVICE LLC	2,100.00	
		HINES	2,918.69	
		INTERMOUNTAIN LOCK AND	32.75	
		PAUL'S ACE HARDWARE #3	27.53	
		PHOENIX ROTO-ROOTER NO 21	299.25	
		SUMMIT ELECTRIC SUPPLY	6.37	
			----->	7,446.10
6704	Postage	ANGELA HILL - PETTY CASH CUSTODIAN	24.47	
		FEDEX 18375868	126.13	
		FEDEX 18510791	53.68	
		FEDEX 408471734	78.73	
		FEDEX 408642078	166.94	
		FEDEX 652997158	45.62	
		FEDEX 781574837340	9.15	
		MOODY'S QUICK INC	64.86	
		TOP PRIORITY MESSENG	170.09	
		UPS*1Z3TW4370399028056	25.52	
		UPS*294951GI33Q	5.95	
			----->	771.14

Account Acct Descr	Vendor	Amount	Acct Total	
6705	Equipment Maintenance	CLEAN ENERGY DOEHRMAN COMPANY INC GILSON ENTERPRISES INC NATIONAL CAR WASH SYSTEMS INC	32,730.78 3,020.96 701.12 950.00 ----->	37,402.86
6709	Merit System Board	AVTRANZ	587.50 ----->	587.50
6710	Vehicle Data Cards	MARICOPA COUNTY LIBRARY COUNCIL	300.00 ----->	300.00
6711	Traffic Control Services	TRAFFICADE SERVICES, INC.	578.70 ----->	578.70
6712	Golf Management Fees	MILLENIUUM GOLF MANAGEMENT	1,224.00 ----->	1,224.00
6713	Postage - Exclusion	PITNEY BOWES INC STANDARD PRINTING COMPANY INC	268.18 3,967.25 ----->	4,235.43
6716	Membership + Subs	ADOBE *CREATIVE CLOUD AMER SOC CIVIL ENGINEE AMERICAN BAR ASSOCIATI AMERICAN PLANNING ASSOCIATION COX*PHOENIX COMM SERV CUMMINS ROCKY MTN FIRST DATA GOVT SOLUTI GAN*AZ REP SUB GOVERNMENT FINANCE OFF GPS INSIGHT LLC INT'L CODE COUNCIL INC INTERNATIONAL INSTITUT INTERNATIONAL TRANSACTION LEADSONLINE LLC MIRACOMM R-MAPS NENA NFPA NATL FIRE PROTECT NOBLE PAYPAL *ACEL PHONEIXBLACKCHAMBER.CO POLICE K-9 MAGAZINE LL PRODUCT STEWARDSHIP INSTITUTE INC (PSI) SOCIETY FOR HUMAN RESO STATE OF ARIZONA SWANA TEAMSNAP THE OFFICE OF LETTERS WOMENS TRANSPORTATION SEMINAR	53.14 665.00 1,180.00 431.00 17.85 816.00 12.30 91.14 300.00 335.40 87.50 195.00 0.12 16,878.00 14.95 137.00 165.00 205.00 51.80 390.00 19.95 1,200.00 190.00 225.00 257.00 17.99 4.84 1,500.00 ----->	25,440.98
6720	Freight, Moving + Towing	ALL CITY TOWING LLC ALL CTY TWNG-CORPORATE APACHE SANDS TOWING FEDEX 406187704 FEDEX 406938023 PHOENIX SHAMROCK TOWIN TOWING PROFESSIONALS OF ARIZONA INC	169.00 931.40 66.90 16.98 16.98 1,032.40 720.35 ----->	2,954.01
6724	Neighborhood Grants	BUTLER TEMPE HOA PECAN GROVE ESTATES II WARNER ESTATES NEIGHBORHOOD GROUP	492.10 4,000.00 10,000.00 ----->	14,492.10
6732	Adver-Information	FACEBOOK 4Z4LR864S2	2.50	

Account	Acct Descr	Vendor	Amount	Acct Total
		STARBUCKS #18890 TEMPE	4.96	
		WRANGLER NEWS	432.65	
			----->	440.11
6735	Transit Collateral/Signage	BEN FRANKLIN PRESS INC	170.79	
		SECRETARY OF STATE	15.00	
		UNITED PRINTING & MAILING	1,473.11	
			----->	1,658.90
6751	Advertising	ACTIVE MOMS LLC	150.00	
		ALPHAGRAPHS #436	140.53	
		AMERICAN PUBLIC WORKS	590.00	
		ARIZONA NEWS SERVICE L	7.46	
		ARIZONA REPUBLIC	255.00	
		AWWA.ORG	473.10	
		AZFAMILY.COM	1,251.05	
		BRIGHT BROTHERS STRATEGY GROUP	3,000.00	
		CBS OUTDOOR	1,892.86	
		CENTRO INC	692.05	
		CTC*CONSTANTCONTACT.CO	64.87	
		EVENTEACTIVE INC	31.25	
		EVENTS	442.73	
		FACEBOOK MQWML8ALV2	8.20	
		FACEBOOK VS78F8S8C2	21.95	
		GAN*AZ REP ADV	2,402.22	
		GAN*AZ REP CLASS	963.00	
		IN *HOLIDAY LIGHTING C	1,675.34	
		MAILCHIMP	105.00	
		PHOENIX NEW TIMES LLC	100.00	
		THE BEN FRANKLIN PRESS	1,670.89	
		THE COUNTRY REGISTER &	114.00	
		TIMES MEDIA GROUP	530.62	
		ULINE *SHIP SUPPLIES	140.36	
		YELPINC*BIZSERVICES	325.00	
			----->	17,047.48
6753	Outside Printing/Forms	ALPHAGRAPHS	968.35	
		BINGBANNERS	189.30	
		J PONTE GRAPHICS LLC	360.48	
		LIN-CUM INC	214.37	
		SMARTSIGN	310.72	
		SOUTHWESTERN BUSINESS	422.67	
		SOUTHWESTERN BUSINESS FORMS INC	750.01	
		STAPLES 00102624	127.50	
		THOMAS PRINTWORKS	39.45	
			----->	3,382.85
6755	Duplicating	KONICA MINOLTA BUSINESS	288.67	
		SPICERS PAPER INC	56.40	
			----->	345.07
6797	Construction Management	BO ARCH LLC	14,508.75	
		C WILLIAMS CONSTRUCTION INC	5,694.00	
		PARSONS BRINCKERHOFF INC	25,680.86	
		WATER WORKS ENGINEERS LLC	32,432.43	
			----->	78,316.04
6802	Property Insurance Premium	MARSH USA	68,584.00	
			----->	68,584.00
6810	General Liability Claims	CREDIT ADJUSTMENT	-0.40	
		DICKINSON WRIGHT PLLC	18,020.04	
		INTELLIQUICK DELIVERY	111.25	
		INVESTIGATIVE RESEARCH, INC	5,672.85	
		KENNETH R WALLENTINE	3,625.00	
		LA REPORTERS	1,561.00	
		SHULTZ & ROLLINS LTD	237,500.00	

Account Acct Descr	Vendor	Amount	Acct Total
			266,489.74
6811 General Property Claims	EAST VALLEY DISASTER SERVICES INC	614.67	
	EMMA BOOTZ	1,300.00	
	NATURAL STATE LANDSCAPING LLC	1,050.00	
	RAMADA TEMPE	2,546.00	
	RICHARD NEWHAUSER AND ANDREA NEWHAUSER	2,250.00	
			7,760.67
6814 Auto Property Claims	GEICO	579.34	
	NATURAL STATE LANDSCAPING LLC	2,275.00	
	ROBYN HUBER-KLINGERMAN	932.64	
	STATE FARM MUTUAL AUTOMOBILE INS CO	8,427.04	
			12,214.02
6840 Auto Collision Repair	AUTO BODY SPECIALISTS,	5,533.66	
			5,533.66
6852 Building + Structure Repair	1ST CHOICE SURFACES	2,814.43	
	8756 CAPITAL	11.30	
	AMERICAN REFRIG SUPP #	3,048.60	
	BORDER STATES ELECTRIC	161.94	
	CLIMATEC ENGINEERED HVAC SOLUTIONS	1,258.18	
	CRAWFORD MECHANICAL SERVICES LLC	6,315.41	
	CRITTER TECH OF ARIZONA	1,339.00	
	CROUT AND HELLER PAINTING SERVICES INC	2,483.00	
	DH PACE DOOR SERVICES	536.95	
	KYLE SWITCH PLATES	91.65	
	PARTITIONS AND ACCESSORIES	3,499.00	
	PAUL'S ACE HARDWARE #3	38.88	
	PAYPAL *WAYNE	585.00	
	PHOENIX FENCE COMPANY	1,138.97	
	SHADE 'N NET OF ARIZONA INC	1,642.13	
	STAR ROOFING	183.49	
	WW GRAINGER	280.34	
			25,428.27
6854 Car Wash	COBBLESTONE AUTO SPA	450.00	
	JACKSONS CAR WASH 8110	13.99	
	WASH WIZARD AUTO SPA	880.00	
			1,343.99
6856 Equipment + Machinery Repair	COMM FIT SERVICE ARIZO	70.00	
	CRAWFORD MECHANICAL SERVICES LLC	160.50	
	DOEHRMAN COMPANY	998.70	
	FEDEX 774547880653	14.04	
	FEDEX 781539223210	20.10	
	FEDEX 781539235864	20.10	
	GORILLA INDUSTRIAL COA	-150.00	
	KONECRANES INC	662.64	
	LOWES #03000*	6.90	
	MCMaster-CARR	77.20	
	MORGAN BIRGE AND ASSOCIATES	92.80	
	MR APPLIANCE SCOTTSDAL	247.03	
	NORIX GROUP INC	28.20	
	NS CORPORATION	1,321.25	
	PAUL'S ACE HARDWARE #3	14.43	
	PHOENIX FENCE COMPANY	958.00	
	RADIODETECTION CORPORA	1,348.59	
	ROLL-A-SHIELD	785.11	
	RYAN HERCO - MOTO	90.17	
	SEARS.COM 9300	58.34	
	SHAMROCK SUPPLY CO INC	90.99	
	THE HELMET CENTER	184.11	
	TITAN POWER INC	9,578.80	
	TRANSACT TECHNOLOGIES	118.02	
	UPS (800) 811-1648	42.29	

Account	Acct Descr	Vendor	Amount	Acct Total
		VAN MARCKE TRADE SUPPL	279.22	
		WAXIE SANITARY SUPPLY	406.65	
		WW GRAINGER	163.65	
			----->	17,687.83
6860	Lighting + Traff Signal Repair	FLUORESCO SERVICES LLC	2,038.09	
		TALIS CONSTRUCTION CORPORATION	317,688.75	
		WEST LITE SUPPLY CO	1,677.39	
			----->	321,404.23
6864	Storm Drain + Irrigat Repair	HORIZON DISTRIBUTOR-15	86.93	
		LOWES #03000*	66.35	
			----->	153.28
6870	Communication Equip Repair	MOTOROLA INC	2,096.69	
		STANLEY CONVERGENT SECURITY SOLUTION INC	4,762.50	
			----->	6,859.19
6902	Office Rental	BRICKYARD ON MILL CONDO ASSOC UNIT 303	4,256.00	
		SECURED SERVERS	5,442.39	
			----->	9,698.39
6906	Equipment + Machine Rental	A TO Z EQUIPMENT RENTA	866.40	
		ACTION BARRICADE COMPANY LLC	54.15	
		ACTION GOLF CART RENTA	650.47	
		ARIZONA OFFICE TECHNOLOGIES	301.68	
		DS SERVICES STANDARD C	38.90	
		KANSAS STATE BANK	19,049.10	
		KONICA MINOLTA BUSINES	3,985.67	
		KONICA MINOLTA BUSINESS	38,376.97	
		RIGHT AWAY DISPOSAL	803.45	
		SPOT COOLERS	2,918.70	
		SUNBELT RENTALS INC	3,867.18	
		SUNBELT RENTALS INC PC	3,698.12	
		SUNSTATE EQUIPMENT CORP.	887.64	
			----->	75,498.43
6911	Est. PC Lease (IKON)	KONICA MINOLTA BUSINES	67.34	
			----->	67.34
6912	Server Refresh	MSFT *MICROSOFTSTORE	172.92	
			----->	172.92
6913	Radio Refresh	AMAZON MKTPLACE PMTS	261.66	
		MOTOROLA INC	19,620.16	
			----->	19,881.82
6990	Taxes + Licenses	360 TRAINING(ECOMMERCE	50.95	
			----->	50.95
6996	Parking	ASU BRICKYARD PARKING	9,185.00	
			----->	9,185.00
6999	Misc. Fees + Services	A-1 LOCKSMITH & SEC. CNTR.,INC	4,817.14	
		ACT*CITY OF TEMPE	126.00	
		APL* ITUNES.COM/BILL	24.50	
		ARIZONA STATE UNIVERSITY	110.50	
		BT SPLSODTEMPEDMRRM2	43.96	
		CENTERS FOR HABILIT	30.00	
		COX*PHOENIX COMM SERV	24.68	
		CRAWFORD MECHANICAL SERVICES LLC	2,845.40	
		DESERT SUN COCA-COLA	173.52	
		DS SERVICES STANDARD C	151.77	
		EXPRESS CLEANERS	20.00	
		FACILITEC INC	3,146.79	
		FRY'S ELECTRONICS #17	270.24	
		GOVERNMENT FINANCE	690.00	

Account	Acct Descr	Vendor	Amount	Acct Total
		GTI CONTRACTORS LLC	16,604.25	
		IN *AQUA CHILL, INC #1	41.07	
		IRON MOUNTAIN	3,715.87	
		JASON LENDRUM	5.00	
		JIMMY JOHNS - 90042	69.44	
		JONATHAN N BRYANT	5.00	
		LILY VILLA - PETTY CASH CUSTODIAN	8.00	
		MARCOS DE NIZA	5,950.00	
		METERING SERVICES INC	9,334.50	
		NATIONAL CREDIT REPORTING	125.65	
		PRECISION GRAPHICS	75.61	
		PRINTING SPECIALISTS	86.76	
		REGATTACENTRAL	1,000.00	
		RESTHAVEN PARK MORTUAR	598.10	
		SPANISH MEDIA & TRANSLATION SERVICES LLC	50.00	
		SQ *CONNECTIONS CAFE	321.50	
		SURVEYMONKEY.COM	204.00	
		T-MOBILE LAW RELATIONS	16,300.00	
		TEMPE CHAMBER OF COMME	140.00	
		TRI-CITY TRUCKING INC	3,332.50	
		WHOLESALE FLOORS LLC	979.12	
		WPY*ONLINE EVENT BY CI	45.00	
		ZEE MEDICAL 00022012	51.38	
			----->	71,517.25
7006	Maricopa Animal Control	LOST OUR HOME PET FOUNDATION	130.00	
			----->	130.00
7020	Tourism + Convention Bureau	TEMPE CONVENTION & VISITORS BUREAU	181,833.33	
			----->	181,833.33
7063	National League of Cities	NATIONAL LEAGUE OF CITIES	10,610.00	
			----->	10,610.00
7111	Comm Assisted Mortgage Program	FIRST AMERICAN TITLE INS CO	30,000.00	
			----->	30,000.00
7122	Construction	TEMPE HOUSING LLC	205,000.00	
			----->	205,000.00
7124	Rehabilitation	DESERT WILLOW APARTMENTS LLC	128,057.00	
			----->	128,057.00
7195	Housing Assistance Payment	1317 EAST LEMON LLC	1,050.00	
		164 PROPERTIES LLC	1,216.00	
		1740 E LAGUNA DRIVE LLC	1,400.00	
		1855 E DON CARLOS LLC	2,116.00	
		1975 E APACHE DRIVE LLC	6,999.00	
		2014-1 IH BORROWER LP	2,165.00	
		330 SOUTH BECK LLC	1,062.00	
		374088 ALBERTA LTD	1,100.00	
		412 E COLGATE DRIVE LLC	1,193.00	
		6TH AND FARMER LLC	3,123.00	
		940 ACORN INVESTMENTS LLC	1,215.00	
		A JOINT INVESTMENT LLC	2,021.00	
		ABBA CORPORATION	3,359.00	
		ABC MAC LLC	1,248.00	
		ACORN PROPERTIES	678.00	
		AHO LLC	592.00	
		ALAN HORNBAKER	1,025.00	
		ALAN P PAINTER	844.00	
		ALFREDO ESCARCEGA	1,183.00	
		ALLEN RINGEL	2,452.00	
		ALPHA REALTY LLC	1,336.00	
		AMANDA MCLOONE	701.00	
		AMERICAN CENTRAL REAL ESTATE	1,391.00	
		AMFP III HUNTINGTON LLC	8,821.00	

Account Acct Descr	Vendor	Amount	Acct Total
	ANDREW S DELEON	721.00	
	ANGELLA PINKHASOVA	2,666.00	
	ANN GREGORY	1,221.00	
	ANNA M PHASLEY	1,250.00	
	ANTHONY E MILLKAMP	980.00	
	APACHE ASL TRAILS II LIMITED PARTNERSHIP	9,412.00	
	APARTMENT HUNTERS	1,013.00	
	ARBORS TEMPE APARTMENTS LP	1,371.00	
	ARBOUR PARK APARTMENTS	10,275.00	
	ARIZONA HOMES PLUS	1,124.00	
	ARIZONA PROPERTY RENTALS LLC	1,996.00	
	ARLENE ALVAREZ	835.00	
	ART GAUDETTE	506.00	
	ARTEM GRIGORYAN	1,163.00	
	ARTHUR CARRILLO	598.00	
	BAY AREA FAMILY HOMES LLC	2,543.00	
	BINH QUAN	1,069.00	
	BKM CENTER 2143 LLC	950.00	
	BO LU	666.00	
	BRADLEY G JARVIES	893.00	
	BRENDA ARMS APTS	1,344.00	
	BRIAN RUFFENTINE	932.00	
	BROOKHILL AP3 LLC	1,412.00	
	BRUCE BAKER	198.00	
	CANDACE WEIR	1,277.00	
	CAPE COD APARTMENTS	477.00	
	CARL E MORGAN	706.00	
	CARL GOLDBERG	617.00	
	CARLOS B RAMIREZ	536.00	
	CARMELITA R DELONG	771.00	
	CAROL YVONNE ROBERTS	2,975.00	
	CAROLYN J WEARY LANE	426.00	
	CAT ELLIS LLC	1,140.00	
	CENTURION INVESTMENTS INC	1,076.00	
	CHARLES D WRIGHT	1,054.00	
	CHEE MUN LEONG	1,357.00	
	CITY OF PHOENIX	39,607.46	
	COLLEGE PARK APTS	1,450.00	
	COLONY GROVE APARTMENTS	15,742.00	
	COMMUNITY HOUSING SERVICES DEPT.	5,107.80	
	CORONADO APARTMENTS	24,140.00	
	COUNTRY CLUB TEMPE LLC	1,378.00	
	CRAIG KOLB	658.00	
	CSS ENTERPRISES INC	929.00	
	CURT CHAPMAN	788.00	
	CYNTHIA A JARVIS	2,448.00	
	DANIEL VAN ECK	1,205.00	
	DANIELLE LYNN HIBERT	419.00	
	DANNY SLEIMAN	1,400.00	
	DARLIN GUTTERIDGE	496.00	
	DARREN ONG	1,400.00	
	DAVID A KOFKA	750.00	
	DAVID J FINN	1,142.00	
	DCL REALTY AND MANAGEMENT LLC	465.00	
	DEANNA BROOKE	776.00	
	DEBORAH N EDWARDS	1,330.00	
	DEVAN MANAGEMENT LLC	602.00	
	DIAMOND CONSULTING LLC	723.00	
	DJEKIC LLC	6,174.00	
	DMR INVESTMENT LLC	695.00	
	DOUGLAS S MAC ARTHUR	841.00	
	DOUGLAS W BUSCHE	366.00	
	DURO MUSA	1,185.00	
	EASTERN CAROLINA HUMAN SVCS AGENCY INC	437.80	
	ED JONES	2,990.00	
	EDWARD PUGNETTI	2,440.00	
	ELLERTSON, JOHN	477.00	

Account Acct Descr	Vendor	Amount	Acct Total
	ERNEST KLEIN TRUST	2,960.00	
	EZCURRA, ISABEL	1,280.00	
	FAITH M COMEAUX	2,300.00	
	FAITH REAL ESTATE & INVESTMENTS	1,135.00	
	FARNSWORTH REALTY	1,249.00	
	FRANK DAVID RICHARDS	722.00	
	FRANK LANDEROS JR	3,673.00	
	GAYLE L BEDICK	1,007.00	
	GECC ENTERPRISES INC	2,057.00	
	GELT BROADWAY HOLDINGS LLC	3,881.00	
	GENEVA 07 LLC	700.00	
	GENEVA MOSLEY	1,041.00	
	GERSON REALTY & MANAGEMENT CO INC	4,604.00	
	GFSG LLC	207.00	
	GOLDEN RESOURCES GROUP INC	950.00	
	GORENTER COM LLC	1,141.00	
	GRACIE'S VILLAGE LLC	488.00	
	GRANDES CORTES APTS	942.00	
	GREEN HOME RENTALS LLC	1,225.00	
	GREEN LEAF TEMPE LP	16,982.00	
	GREG JENDRYSINA	535.00	
	GUILLERMO MORALES	376.00	
	HANNAH STUHLMILLER	781.00	
	HARRY A VAN DAM	1,410.00	
	HASSAN ELSAAD	1,058.00	
	HAYDEN LANE APT	546.00	
	HAYDEN TERRACE 30 LLC	738.00	
	HEDY LI PLLC	1,100.00	
	HELEN LEWIS	1,049.00	
	HORIZON PROPERTY MANAGEMENT GROUP LLC	11,736.00	
	HOOR EANG LY	895.00	
	HOUSING AUTHORITY OF CITY OF CHARLOTTE	403.80	
	HOUSING AUTHORITY OF COCHISE COUNTY	1,668.44	
	HOUSING AUTHORITY OF THE CITY OF YUMA	203.80	
	HUA FENG CHEN	1,279.00	
	IAN AND JANICE BAXTER	2,050.00	
	IH2 PROPERTY PHOENIX LP	1,173.00	
	ILENE SCHOOLEY REVOCABLE TRUST	4,617.00	
	INVESTORS MANAGEMENT TRUST	34,164.00	
	INVITATION HOMES	3,332.00	
	IRFAN A KHOKHAR	1,115.00	
	ISONELIE RODRIGUEZ-TORRES	1,120.00	
	J & G STRATEGIC INVESTMENTS LLC	2,305.00	
	J JOHN LANG	275.00	
	JAIMIN SHAH	925.00	
	JAMES KOTTEN	1,071.00	
	JARY W SHIMER	615.00	
	JASON MOKBEL	734.00	
	JEANETTE DEFIORE	2,400.00	
	JEFFREY J GRILLO	2,122.00	
	JEFFREY MORROW	207.00	
	JEFFREY OURSLAND	622.00	
	JJ& CJ INC DBA AZ ONE REALTY	750.00	
	JO ANN L MARTINEZ	475.00	
	JOANN MOORE	381.00	
	JOEL DAVID VAN DAHM	3,126.00	
	JOEL S NIEVES	1,116.00	
	JOEL WATSON	1,246.00	
	JOHN C AND JANE E BENEDICT	1,373.00	
	JOHN ELTON FELTY	1,250.00	
	JOHN LIBERTORE	1,298.00	
	JTRP LLC	756.00	
	KACHINA INVESTEMENTS	498.00	
	KAREN KAYE BAKER	535.00	
	KAYLEANNE PLATT	1,117.00	
	KEITH K MOORE	4,742.00	
	KENNETH H ROSEN	3,200.00	

Account Acct Descr	Vendor	Amount	Acct Total
	KENNETH NORDSTROM	489.00	
	KENNY NORDSTROM	751.00	
	KEPPLE PLLC	1,292.00	
	KEVIN A WENTE	746.00	
	KEVIN FAY	2,202.00	
	KEVIN P CREIGHAN	574.00	
	KING COUNTY HOUSING AUTHORITY	5,377.20	
	KLUDY AND DANA LLC	464.00	
	KNUT SYVERSEN	713.00	
	LAMBARD, MARK	1,020.00	
	LBJ LANCELOT BOHNE	569.00	
	LENORA FLEMING	2,424.00	
	LINDA BERG	664.00	
	LISA ESTIPONA BUTTERS HOME SWEET HOME MG	2,465.00	
	LITTLETON HOUSING AUTHORITY	683.82	
	LIVE-LAUGH-LOVE HOMES LLC	563.00	
	LLJ STRATFORD DORADO LLC	3,931.00	
	LOGICAL ACQUISITIONS INC	1,937.00	
	LYDIA L SMALLEY	700.00	
	MANUEL BONGIOVANNI	1,009.00	
	MARIA G HERNANDEZ FLORES	788.00	
	MARIA LIPSTEIN	776.00	
	MARICOPA COUNTY HOUSING AUTHORITY	2,770.40	
	MARIE ZAWTOCKI	1,300.00	
	MARINER APARTMENTS	324.00	
	MARK E ZENER	514.00	
	MARK MCWHIRTER	1,592.00	
	MARKET EDGE REALTY LLC	599.00	
	MATTHEW MANOOGIAN	885.00	
	MCM RENTALS	1,198.00	
	MCM RENTALS AND PROP MGMT SEVEN LLC	1,315.00	
	MCM RENTALS AND PROPERTY MANAGEMENT	1,150.00	
	MCWHIRTER, BENEDICT T.	606.00	
	MEADE LONG	2,164.00	
	MEREDITH SILBAUGH	1,224.00	
	MICHAEL A MEANS	502.00	
	MICHAEL BOHLMAN	1,175.00	
	MICHAEL GOODMAN	1,200.00	
	MICHAEL L VALENTINE	1,152.00	
	MICHAEL SEDILLO	863.00	
	MICHELLE HARMAN	592.00	
	MIKE DUDLEY	891.00	
	MIKE SENFTNER	388.00	
	MINORI LLC	1,810.00	
	MOHAVE COUNTY HOUSING AUTHORITY	145.80	
	MONTY JAHASKE	1,096.00	
	MORRISON EKRE & BART MANAGEMENT SERVICES	466.00	
	MRI SADDLEHORN RIVIERA INVEST FUND LLC	5,208.00	
	MURAT GJONZENELI	588.00	
	NATHAN WICKE	1,300.00	
	NELSON E JOANNE GREER	640.00	
	NELSON R NEMETH	621.00	
	NEW HAVEN ROYALE LLC	444.00	
	NEYSA A DONATO	775.00	
	NINA ZHANG	8,696.00	
	NORMA IWAN	1,109.00	
	NORTHWEST FARM	1,644.00	
	OLSEN INVESTMENTS LTD PARTNERS	925.00	
	OMNI AGAVE LIMITED PARTNERSHIP	2,217.00	
	ORANGE COUNTY HOUSING AUTHORITY	3,555.60	
	ORVILLE INVESTMENTS LLC	1,658.00	
	PACITA PMJ YCO	2,013.00	
	PARKSIDE APARTMENTS	6,820.00	
	PAUL ADAMS PALMS LLC	598.00	
	PAUL EDWARD PRICE	2,270.00	
	PAUL ONG	112.00	
	PAUL TURNER	908.00	

Account Acct Descr	Vendor	Amount	Acct Total
	PAULA HAMMACK	2,456.00	
	PEAK COMMERCIAL PROPERTY SERVICES	592.00	
	PENNY LANE INVESTMENTS LLC	1,421.00	
	PETER CHAPIN	684.00	
	PHILIP DEVITO PLLC	1,150.00	
	PHILIP THOMPSON	598.00	
	PHX E BROADWAY 11B LLC	4,464.00	
	PM VILLATREE TEMPE LLC DBA	2,252.00	
	POINTER PROPERTIES LTD	559.00	
	POWER REALTY GROUP LLC	1,061.00	
	PROMINENT MANAGEMENT LLC	1,682.00	
	QUAIL CANYON LLC	4,345.00	
	RAIESH MISHRA	1,410.00	
	RAINTREE AZ LLLP	3,107.00	
	RALPH BREKAN AND ROSEMARY BREKAN	758.00	
	RALPH, THOMAS P	883.00	
	RANCHO MURIETTA APTS	20,607.00	
	REALTY EXECUTIVES	1,588.00	
	REALTY EXECUTIVES INC	2,164.00	
	REDHILL FLAGSTONE LLC	10,864.00	
	REDHILL PINNACLE GROVE	2,241.00	
	REESE WHITMAN REED	602.00	
	RESHWAT HAQUE	598.00	
	REVIVAL ON HAYDEN LANE LLC	1,566.00	
	REVIVAL ON ROOSEVELT LLLP	887.00	
	REX A ARTHUR	597.00	
	REYES PHILIP MONTOYA	740.00	
	RHETT LANDEN MARTINEAU	477.00	
	RICHARD J LOOMER	730.00	
	ROBERT A HARTMAN	822.00	
	ROBERT K KOSKEI	1,318.00	
	ROBERT KO	1,406.00	
	ROBERTA WELKER	1,131.00	
	RODNEY SALMI	859.00	
	RODRIQUEZ PROPERTIES	317.00	
	RON LEDERMAN	1,095.00	
	RON TAPSCOTT	1,165.00	
	ROSE PROPERTIES	3,404.00	
	ROSS HARRISON MCKINLEY	752.00	
	SAEED HOSSEINI	516.00	
	SAFFORD ESTATES LLC	3,954.00	
	SANTA FE LLC	1,147.00	
	SCOOTIE INVESTMENTS	1,234.00	
	SCOTT R SPONSLER	960.00	
	SEACHEL LLLP	472.00	
	SEQUOIA HOLDINGS LLC	1,243.00	
	SERGIO VEGA	280.00	
	SERVICE STAR REALTY LLC	963.00	
	SHAHRZAD MAROUFKHANI	617.00	
	SHAY AND SARA COHEN	768.00	
	SHELLY M AMBROSE	595.00	
	SHERI L PILGRAM	957.00	
	SIERRA PARK VENTURES LP	384.00	
	SILVER BAY OPERATING PARTNERSHIP LP	1,104.00	
	SILVER BAY REALTY TRUST CORP	1,349.00	
	SJMNM LLC	574.00	
	SKELLI INVESTMENTS	2,042.00	
	SLP REALTY LLC	2,620.00	
	SOHAIL A KHOKHAR	856.00	
	SONOMA PARK INVESTORS LLC	1,915.00	
	SOPHYA KHEIM	1,272.00	
	SORAL KARIM	1,057.00	
	SOUTHERN GARDENS APTS	788.00	
	SOUTHWEST REALTY AND PROPERTY MGMT LLC	850.00	
	STATE OF ARIZONA	1,215.40	
	STELLA CAIN	1,221.00	
	STEPHEN BRUNER	2,503.00	

Account Acct Descr	Vendor	Amount	Acct Total
	SUM DAY INVESTMENTS LLC	534.00	
	SUNNY DALE SENIOR CENTER	200.00	
	SUREWAY INC	1,750.00	
	SUSAN JOHANNES	1,216.00	
	T STONE PC	831.00	
	TALLMAN INVESTMENTS V LLC	350.00	
	TATIANA KONSTANTINOVA	791.00	
	TEMPE APARTMENTS	2,112.00	
	TEMPE PALMS	412.00	
	TEMPE PARK PLACE	6,703.00	
	TEMPE REALTY I LLC	1,773.00	
	TEMPE VISTA	3,121.00	
	TEODORO BRAT	1,027.00	
	THE GOLBA GROUP INC	259.00	
	THE PARK IN TEMPE 2	21,222.00	
	THINH DANG	613.00	
	THR PHOENIX LLC	1,008.00	
	THURMAN GILBERT	2,359.00	
	TIM WRIGHT	2,051.00	
	TIMOTHY D MELLBERG	1,075.00	
	TOM WHITELEY	940.00	
	TRANSCITY PROPERTY MANAGEMENT	1,262.00	
	TY LIEN	2,986.00	
	UNIFIED PROPERTIES OF THE VALLEY LLC	680.00	
	VALLEY EXECUTIVES PROP MGMT	514.00	
	VAUGHN DR LLC	922.00	
	VERONICA HERRERA	695.00	
	VINCENT FUMUSA	1,102.00	
	VINCENT NGOC THOR	1,199.00	
	VIRGINIA M MAYFIELD	934.00	
	VISTA MAGNOLIA COURT LLC	647.00	
	VOLUNTEERS OF AMERICA	5,005.00	
	WALTER FINLEY	2,842.00	
	WASHINGTON COUNTY HRA	1,237.80	
	WAYPOINT HOMES LLC	1,931.00	
	WE ARE RESIDENTIAL MGMT LLC	2,557.00	
	WEIJIA GAO	1,493.00	
	WEST WOOD REALTY & INVESTMENTS LLC	1,143.00	
	WIL COUNTS	875.00	
	WILLIAM GARCIA	147.00	
	WILLIAM HINTON	329.00	
	WILLIAM SMITH	1,140.00	
	WILLIAM TIERNEY - 2012 HOWE LLC	1,006.00	
	WINDSOR HILLS INVESTMENTS LLC	349.00	
	WINTER FOUR LLC	1,685.00	
	WYATT SIEGAL	1,225.00	
	XIAOFANG YANG	987.00	
	YIV LUONG	2,398.00	
	YOLANDA GRANILLO	790.00	
		----->	680,833.12
7197	Utility Reimbursement Payments		-----> 17,886.00
7201	PPO Medical Claims	ALLEGIANCE BENEFIT PLAN MANAGEMENT INC	824,251.94 -----> 824,251.94
7202	PPO Rx Claims	EXPRESS SCRIPTS	219,366.50 -----> 219,366.50
7204	Dental Premium	CIGNA HEALTH PLAN OF AZ (DENTAL) UNITED CONCORDIA COMPANIES INC	2,921.26 83,489.48 -----> 86,410.74
7205	Basic AD+D Premium	HARTFORD LIFE AND ACCIDENT INSURANCE CO	1,885.79 -----> 1,885.79

Account Acct Descr	Vendor	Amount	Acct Total	
7206	Voluntary AD+D Premium	HARTFORD LIFE AND ACCIDENT INSURANCE CO	1,991.39	1,991.39
7207	Excess Risk Premium	SYMETRA LIFE INSURANCE COMPANY	63,158.57	63,158.57
7208	Voluntary Life Premium	HARTFORD LIFE AND ACCIDENT INSURANCE CO	12,858.65	12,858.65
7209	Basic Life Premium	HARTFORD LIFE AND ACCIDENT INSURANCE CO	10,097.14	10,097.14
7210	TPA, PPO + Rx Admin Fees	ALLEGIANCE BENEFIT PLAN MANAGEMENT INC	35,713.88	35,713.88
7211	Vision Premium	COMBINED INSURANCE COMPANY OF AMERICA	15,296.00	15,296.00
7214	FSA: Admin Fees	ALLEGIANCE BENEFIT PLAN MANAGEMENT INC	932.75	932.75
7216	Wellness Program	CHC WELLNESS INC	5,100.00	5,100.00
7218	Medicare Premium	PACIFICARE OF ARIZONA UNITED HEALTHCARE INSURANCE COMPANY	12,353.24 176,812.64	189,165.88
7220	FIRE Medical	UNITED AZ FIREFIGHTERS HEALTHCARE TRUST	146,926.92	146,926.92
7401	Training + Seminars	AMERICAN LIBRARY ASSOC	350.00	
		ANGELA HILL - PETTY CASH CUSTODIAN	129.00	
		ANGELIQUE WATSON	6.00	
		APL* ITUNES.COM/BILL	224.00	
		ARIZONA FIRE CHIEFS AS	75.66	
		ARIZONA WATER ASSOCIAT	-475.00	
		ASU CONFERENCES CONT E	20.00	
		AWWA.ORG	1,690.00	
		AZ BUILDING OFFICIALS	775.00	
		BAUER COMPRESSORS INC	2,000.00	
		BT SPLSODTEMPEDMRRM2	425.00	
		BUDGET RENT-A-CAR	109.90	
		CITY OF CHANDLER	958.42	
		CITY OF PHOENIX	200.00	
		CRIME PREVENTION ASSOCIATION OF MICHIGAN	7,000.00	
		DALE HOOBLER	400.00	
		EB ATAP-AZ PRESENTS T	142.00	
		EINSTEIN BROS-ONLINE C	129.57	
		ESRI DOMESTIC EVENTS	97.23	
		EVENT TICKETING SERVIC	299.00	
		EXTENDEDSTAY #4063	54.82	
		EXXONMOBIL 97471148	406.77	
		FREE TECH SERVICE LTD	67.76	
		FUEL MART 64169010114	191.88	
		GOVERNMENT FINANCE OFF	51.28	
		HECK, DAVID L	30.00	
		HOTELS.COM125568631223	215.00	
		HYATT DENVER TECH CENT	112.00	
		HYATT HOTELS GRAND SFO	907.52	
		IAFCI	1,299.36	
		ICA - USA	160.00	
		IN *FBI NATIONAL ACADE	645.00	
		INTERNATIONAL TRANSACTION	594.00	
		INTERNAT`L DOWNTOWN AS	1.54	
		JAIME GARIBAY	95.00	
			142.00	

Account Acct Descr	Vendor	Amount	Acct Total
	JOHN RUSH	19.50	
	KIM D HALE	34.00	
	KRISTI GRIFFIN	270.00	
	LITTLE AMERICA HOTEL	3,089.80	
	LRP CONFERENCES LLC	1,325.00	
	MARTHA MONTERO - PETTY CASH CUSTODIAN	395.28	
	MCCCD MESA CC	888.00	
	MICHAEL HORN	222.00	
	NATIONAL SHOOTING SPOR	105.00	
	ORLEANS HOTEL & CASINO	0.00	
	OWW*ORBITZ.COM	0.00	
	PARK INN BY RADISSON	873.09	
	PAYPAL *ARIZONARECY	400.00	
	PAYPAL *MEAD HUNT	99.00	
	PAYPAL *TEMPECONVEN	100.00	
	SCOTT MOSLEY	268.00	
	SHELL OIL 57442815809	32.34	
	SHERATON HOTEL	101.72	
	SILVER ROSE ENTERPRISES, LLC	400.00	
	SO PT HOTEL AND CASINO	-63.00	
	SOUTHWES 5262147937928	1,074.00	
	SOUTHWES 5262148645961	273.01	
	SOUTHWES 5262151686519	279.00	
	SOUTHWES 5262153109502	126.98	
	SOUTHWES 5262153187109	565.95	
	SOUTHWES 5262153201625	145.98	
	SOUTHWES 5262153706742	199.96	
	SUPERSHUTTLE EXECUCARS	26.00	
	TEMPE CHAMBER OF COMME	75.00	
	THOMAS RYFF	15.15	
	UNITED 01624659249393	248.10	
	UNITED 01624659249404	248.10	
	UNITED 01624659249415	248.10	
	UNITED 01629273954943	903.30	
	VENETIAN/PALAZZO ROOM	815.36	
	VUE*CISCO EXAN AT VUE	250.00	
	WESTERN COALITION OF A	575.00	
		----->	34,158.43
7402	Employee Mileage Expense	MARTIN PEREZ	128.80
		----->	128.80
7403	Travel Expense	694 HILTON EL CONQUIST	453.60
		AMERICAN 00102611427610	41.60
		AMERICAN 00126009885980	40.00
		ANGELA HILL - PETTY CASH CUSTODIAN	4.00
		BARBARA JONES	177.50
		BILL AMATO	120.01
		COSANAVE TAXIS	292.80
		CROWNE PLAZA MTY APTO	153.25
		DEBI SCHAEFER	89.87
		HOTEL BURNHAM	1,094.20
		HOTEL HOTSSON QRO	872.23
		HYATT HOTELS DALLAS	1,514.52
		INTERNATIONAL TRANSACTION	15.28
		JAMES BASKO	276.00
		MARRIOTT 337F2 SAN FRA	-336.72
		MUSEO DEL ACERO I	51.56
		REST LOS FRESNOS APODA	124.96
		RIO SUITES FRONT DESK	635.04
		SKY HARBOR PARKING EE	44.00
		SOUTHWES 5262145859428	49.01
		SUPERSHUTTLE EXECUCARD	34.00
		SUPERSHUTTLE EXECUCARP	22.00
		TODD FOSTER	3,542.28
		WESTIN LONG BEACH	13.82
		----->	9,324.81

Account	Acct Descr	Vendor	Amount	Acct Total
7404	Local Meetings	AMANDA CHAVEZ - PETTY CASH CUSTODIAN	5.31	
		AMERICAN PUBLIC WORKS	25.00	
		ANGELA HILL - PETTY CASH CUSTODIAN	299.81	
		ASU FOUNDATION	1,000.00	
		BARROS PIZZA - 121	291.27	
		BED BATH & BEYOND #116	10.79	
		BT SPLSODTEMPEDMRRM2	263.76	
		CAFFE BOA	31.35	
		CARIBOU & EINSTEIN #36	62.66	
		CARNICERIA DONFILLO	27.63	
		CORNER BAKERY CAFE 161	277.55	
		COSTA VIDA TEMPE	489.73	
		CVS/PHARMACY #00033	18.90	
		EINSTEIN BROS-ONLINE C	158.81	
		FOOD CITY #041	53.52	
		FRYS-MKTPLACE #607	153.11	
		HAYDEN FERRY GARAGE	3.00	
		HUMMUS EXPRESS	130.67	
		ISM-ARIZONA	25.00	
		JIMMY JOHN'S # 90033 -	61.38	
		MOD PIZZA DISCOVERY BU	22.28	
		NUSH	169.08	
		PARTY CITY #369	-48.52	
		PAYPAL *TEMPECONVEN	150.00	
		PAYPAL *TEMPEPOLICE	50.00	
		PEI WEI #0091 QPS	265.86	
		RIGATONY'S ITALIAN	293.76	
		ROMANCING THE BEAN	400.95	
		SAFEWAY STORE00014878	250.31	
		SAFEWAY STORE00015354	39.24	
		SAMS INTERNET	62.68	
		SQ *CONNECTIONS CAFE	383.22	
		SQ *MUNCH A MANIA	53.51	
		STARBUCKS #05560 TEMPE	7.46	
		TEMPE CHAMBER OF COMME	410.00	
		THE MISSION AT MINDER	17.30	
		VALLEY PARTNER00 OF 00	60.00	
		VENEZIA'S TEMPE	111.82	
		WHICH WICH #336 CATER	216.20	
		WM SUPERCENTER #1746	9.12	
			----->	6,313.52
7410	Mayor	APL* ITUNES.COM/BILL	0.99	
		BT SPLSODTEMPEDMRRM2	21.98	
		PAYPAL *TEMPECONVEN	50.00	
		PAYPAL *TEMPEPOLICE	50.00	
		WIST SUPPLY EQUIPMENT	69.57	
			----->	192.54
7411	Councilmember 1	BT SPLSODTEMPEDMRRM2	21.98	
		PAYPAL *TEMPECONVEN	50.00	
		PAYPAL *TEMPEPOLICE	50.00	
		ROBIN ARREDONDO-SAVAGE	532.84	
		SHERATON NASHVILLE	266.42	
		SOUTHWES 5262145506035	394.00	
			----->	1,315.24
7412	Councilmember 2	AMERICAN LEGISLATIVE E	400.00	
		BB *RIO SALADO FOUNDAT	150.00	
		BT SPLSODTEMPEDMRRM2	21.98	
		PAYPAL *TEMPEPOLICE	50.00	
		PAYPAL *TEMPEPESISTER	80.00	
		SHERATON NASHVILLE	266.42	
			----->	968.40
7414	Councilmember 4	BT SPLSODTEMPEDMRRM2	21.98	

Account	Acct Descr	Vendor	Amount	Acct Total
		JOEL NAVARRO	208.22	
		NATIONAL LEAGUE OF CIT	65.00	
		PAYPAL *TEMPECOMMUN	100.00	
		SHERATON NASHVILLE	266.42	
			----->	661.62
7415	Councilmember 5	PAYPAL *TEMPECONVEN	50.00	
		SHERATON NASHVILLE	266.42	
			----->	316.42
7416	Councilmember 6	BB *CAA	85.00	
		BB *CHILDMUSEPHX	85.00	
		COREY WOODS	779.43	
		EB EAST VALLEY NAACP-	145.00	
		PAYPAL *TEMPECONVEN	50.00	
		PAYPAL *TEMPEPOLICE	50.00	
		SHERATON NASHVILLE	266.42	
		SOUTHWES 5262145523805	0.00	
			----->	1,460.85
7502	Buildings	FCI CONSTRUCTORS INC	161,722.01	
			----->	161,722.01
7504	Structure + Bldg Improvements	RK SANDERS, INC.	333,958.70	
		TNT CEMENT CONTRACTORS	16,044.50	
			----->	350,003.20
7505	Street Construction	NESBITT CONTRACTING CO., INC.	64,294.46	
		SUNLAND ASPHALT	217,593.65	
			----->	281,888.11
7506	Office Equipment	WIST OFFICE PRODUCTS COMPANY	1,809.60	
		WIST SUPPLY EQUIPMENT	637.66	
			----->	2,447.26
7507	Lawn + Turf Equipment	CLAYTON HOLDINGS, LLC.	8,173.07	
		SIMPSON NORTON CORPORATION	52,706.23	
			----->	60,879.30
7508	Motor Vehicles	BEAVER STRIPES	2,306.34	
		MIDWAY CHEVROLET	23,331.47	
			----->	25,637.81
7511	Other Equipment	ARIZONA TACTICAL OFFIC	2,400.00	
		BEST BUY 00010025	464.82	
		CONTINENTAL FLOORING CO	1,048.61	
		COVERT TRACK GROUP INC	2,261.56	
		GENERAL ACRYLICS INC	38,346.49	
		LP RENT-A-FENCE	1,116.15	
		MORPHOTRAK INC	36,907.07	
		PHYSIO-CONTROL INC	58,654.30	
		SILVERLINE SPORTS LLC	2,592.41	
		SIMPSON NORTON CORPORATION	22,508.40	
		SUMMIT ELECTRIC SUPPLY	23,955.17	
		TASER INTERNATIONAL	81,208.85	
			----->	271,463.83
7512	Photo, Video + Audio Equipment	AMAZON MKTPLACE PMTS	7,769.97	
			----->	7,769.97
7514	Water Mains + Fittings	B & F CONTRACTING	80,000.92	
		FERGUSON ENT #3083	3,315.32	
		KINKAID CIVIL CONSTRUCTION LLC	164,515.91	
		NATIONAL METER AND AUTOMATION	1,711.33	
			----->	249,543.48
7518	Computer Equipment	AMAZON MKTPLACE PMTS	108.84	

Account Acct Descr	Vendor	Amount	Acct Total
	AMAZON.COM	58.84	
	AMAZON.COM AMZN.COM/BI	75.62	
	NWN CORPORATION	25,673.75	
	WORLD WIDE TECHNOLOGY	13,038.81	
	WORLD WIDE TECHNOLOGY	7,952.47	
		----->	46,908.33
7520 Storm + Sanitary Sewers	B & F CONTRACTING	870,106.46	
		----->	870,106.46
7522 Construction	ACHEN-GARDNER CONSTRUCTION LLC	713,324.52	
	TALIS CONSTRUCTION CORPORATION	211,014.83	
	TUCSON BUSINESS INTERIORS INC	9,300.00	
		----->	933,639.35
7524 Bus Stop Improvements	FABIANI PAINTING AND DECORATING LLC	10,490.00	
		----->	10,490.00
8101 Office Supplies- Purchases	ARIZONA ENVELOPE COMPA	77.76	
	IN *CREATIVE DOCUMENT	48.93	
	PACIFIC OFFICE AUTOMAT	2,663.67	
	SOUTHLAND ENVELOPE	60.00	
	SPICERS PAPER INC	1,615.55	
		----->	4,465.91
8108 Duplicating Copier Lease Pmnt	DE LAGE LANDEN PUBLIC FINANCE	2,374.18	
		----->	2,374.18
8151 Fuel Purchase	SUPREME OIL COMPANY	115,862.56	
	WESTERN REFINING SOWE	2,274.24	
		----->	118,136.80
8171 W/WW Inventory Purchases	ANTON SPORT	950.64	
	ARIZONA FLAG COMPANY	1,028.20	
	ARIZONA GLOVE AND SAFE	250.56	
	COPPER STATE SUPPLY 2	3,544.69	
	FERGUSON ENT #3083	16,221.69	
	FERGUSON ENT #628	490.25	
	FERGUSON ENTERPRISES INC	27,438.58	
	LOWES #03000*	1,360.66	
	MSC	530.68	
	NATIONAL METER AND AUTOMATION	429,126.20	
	WAXIE SANITARY SUPPLY	3,908.14	
	WW GRAINGER	3,200.00	
		----->	488,050.29
8175 W/WW Inventory Freight	NEENAH FOUNDRY HQ	19.25	
		----->	19.25
8176 W/WW Inventory Sales Tax	ANTON SPORT	59.89	
	ARIZONA FLAG COMPANY	82.77	
	ARIZONA GLOVE AND SAFE	20.30	
	COPPER STATE SUPPLY 2	285.34	
	FERGUSON ENT #3083	1,346.40	
	FERGUSON ENT #628	39.70	
	FERGUSON ENTERPRISES INC	2,277.40	
	LOWES #03000*	108.59	
	MSC	41.40	
	NATIONAL METER AND AUTOMATION	34,759.23	
	WAXIE SANITARY SUPPLY	314.61	
	WW GRAINGER	265.60	
		----->	39,601.23
8251 Vehicle Parts-Purchases	A-1 LOCKSMITH & SECURI	14.92	
	AAPAK	1,915.03	
	AM EQUIPMENT	83.59	
	AMERICAN F & E CORP -	637.49	

Account Acct Descr	Vendor	Amount	Acct Total
	ARIZONA RV PARTS CENTE	40.55	
	AUTO SAFETY HOUSE	737.71	
	AZ CASTER EQUIP & WHEE	71.15	
	BASKO ENGINE SERVICE.	25.00	
	BATTERY SYSTEMS GARD	315.24	
	BEARING BELT AND CHAIN	72.54	
	BETTS TRUCK PARTS AND SERVICE	515.70	
	BRANCO MACHINERY CO	1,067.36	
	CHAPMAN FORD	83.77	
	COMMERCIAL RADIATOR SV	300.00	
	COURTESY CHEVROLET	2,158.72	
	CUMMINS ROCKY MOUNTAIN LLC	2,391.64	
	DRAKE EQUIPMENT	255.86	
	EAGLE INDUSTRIAL TRUCK	80.56	
	EARNHARDT'S CHRYSLER-JEEP-SUZUKI	26.01	
	FACTORY MOTOR PARTS CO	1,917.18	
	FLEETPRIDE BILLS ONLIN	2,457.36	
	FONTAINE MODIFICATION	321.58	
	FREIGHTLINER OF AZ-CHA	4,019.41	
	H&E EQUIPMENT SERVICES	840.41	
	HOSEPOWER USA	1,628.38	
	IN *IRON CACTUS REFUGE	3,443.94	
	IN *LAGUNA MANUFACTURI	93.70	
	IRON CACTUS REFUSE & MANUFACTURING LLC	615.14	
	JACOBSENWEST	890.69	
	MESA MUSTANG & UPHOLSTERY	398.48	
	NAPA STORE 4718026	20,560.58	
	NORWOOD EQUIPMENT	358.84	
	PA ARIZONA	899.04	
	PERFORMANCE PLUS BATTERIES	1,073.99	
	PIONEER DISTRIBUTING CO INC	516.90	
	RWC INTERNATIONAL	1,452.87	
	SIMPSON NORTON CORP	2,000.41	
	SOUTHWEST SWEEPER SALE	1,637.95	
	SPECTRAC SUSPENSION CT	450.27	
	STOTZ EQUIPMENT	500.94	
	TEMPE POWER EQUIPMENT	322.57	
	THE LIGHTHOUSE	559.64	
	W.W. WILLIAMS	124.00	
	WASTEBUILT SOUTHWEST L	8,823.73	
	WATKINS SPECIALISTS	5,514.49	
	WW GRAINGER	565.55	
	ZIERKEBUILT	68.17	
		----->	72,849.05
8263	Tire + Tube Purchases		
	64 PURCELL TIRE	12,926.50	
	AMERICAN TIRE DIST	4,084.51	
	DEALERS TIRE SUPPLY	2,239.10	
	REDBURN TIRE COMPANY	19,839.26	
		----->	39,089.37
	Grand Total		13,315,346.05

CITY OF TEMPE
REQUEST FOR COUNCIL ACTION**Council Meeting Date: 01/14/2016**
Agenda Item: 5A2

ACTION: Authorize the City Manager to transfer up to \$300,000 from the General Fund Contingency budget to pay expenses associated with obtaining a Certificate of Necessity for 9-1-1 ground ambulance operations.

FISCAL IMPACT: This is the first proposed use of the \$1.5 million General Fund Contingency budget in fiscal year 2015-16. Expenditures paid with this transfer of contingency funds will be limited to \$300,000.

RECOMMENDATION: Since there was no current-year budget anticipated to cover the legal and consulting costs associated with the Certificate of Necessity (CON) application, it is recommended that the General Fund Contingency budget be used for these costs.

BACKGROUND INFORMATION: The Federal Trade Commission has approved the merger and acquisition of Rural Metro by AMR. The City has re-established MOU discussions with AMR/Rural Metro leadership but, due to upcoming deadlines for the City's February CON hearing, staff is aggressively preparing to defend its application for a CON. Rural Metro is the only intervener in the hearing process and has not formally withdrawn its opposition to the City's CON. To date, the City has paid \$49,392.93 in legal and expert fees from the Fire Medical Rescue (FMR) budget. The transfer from the General Fund Contingency budget will be used to restore the FMR budget and pay related expenses going forward.

ATTACHMENTS: N/A

STAFF CONTACT(S): Ken Jones, Deputy City Manager – Chief Financial Officer (CFO), (480) 350-8504

Department Director: Andrew Ching, City Manager
Legal review by: Kara Stanek, Assistant City Attorney
Prepared by: Ken Jones, Deputy City Manager, CFO



**CITY OF TEMPE
REQUEST FOR COUNCIL ACTION**

REVISED

**Council Meeting Date: 01/14/2016
Agenda Item: 5A3**

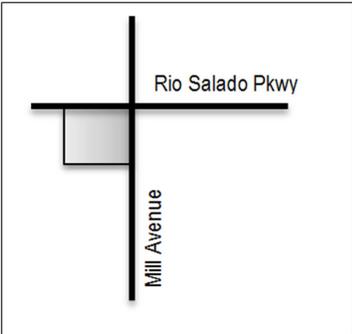
ACTION: Approve an Amended Subdivision Plat for ONE HUNDRED MILL, located at 100 South Mill Avenue. The applicant is Michael Brekka, Douglas Wilson Companies. *(This item was continued from the December 17, 2015 Regular Council Meeting)*

FISCAL IMPACT: There is no fiscal impact on City funds.

RECOMMENDATION: Staff – Approval, subject to conditions

BACKGROUND INFORMATION: ONE HUNDRED MILL (PL150315) site will consist of entitlements granted by City Council on May 7, 2015 for a Planned Area Development Overlay Amendment to establish development standards and a Development Plan Review for design of a 240 room hotel, office, retail and restaurant uses within approximately 900,000 square feet of new development, including the preservation of the Hayden House for a future phase restaurant (Ordinance No. O2015.16). **This item was continued from the December 17, 2015 City Council hearing to give additional time for the developer/representative to discuss the project with stakeholders, primarily those concerned with the historic nature of the site.**

- 1. Amended Subdivision Plat consisting of two (2) lots.



Property Owner	Hayden House Tempe, LLC
Developer	Douglas Wilson Companies
Applicant	Michael Brekka, Douglas Wilson Companies
Current Zoning District	CC (H) PAD TOD Station Area , (City Center, Historic Overlay, Planned Area Development, Transportation Overlay District-Station Area)
Lot 1	+/- 2.199 acres (95,785 SF)
Lot 2	+/- 0.310 acres (13,508 SF)

ATTACHMENTS: Development Project File

STAFF CONTACT(S): Ryan Levesque, Deputy Community Development Director – Planning, (480) 858-2393

Department Director: Dave Nakagawara, Community Development Director
Legal review by: Teresa Voss, Assistant City Attorney
Prepared by: Obenia Kingsby, Planner I

COMMENTS:

This site is located on the southwest corner of Mill Avenue and Rio Salado Parkway. The surrounding area includes the U.S. Airways corporate offices to the immediate west and the Union Pacific Railroad and Light Rail Line further west; the Gateway/Opus Center with Allstate offices to the south; the historic Hayden Flour Mill and Hayden Butte to the east; and the historic Tempe Beach Park and Tempe Town Lake to the north. The subject property is six parcels that were originally 15 lots that were lot tied. The property includes the Historic Hayden House in the north east corner of the site. The Hayden House, home of Tempe’s founder, Charles Trumbull Hayden, was originally built in 1873 and includes several later additions during use of the house as a restaurant. Monti’s La Casa Vieja Steakhouse closed November 17, 2014.

This plat will contain two (2) lots, formed from six (6) previous lots. Lot 1 of this plat is entitled for a new 900,000 square-foot development consisting of a 240 room hotel, retail, and offices (Phase 1 of entitlement); lot 2 of this plat will preserve the existing Historic-designated Hayden House and allow a future application for modifications to accommodate a restaurant, which must receive approval from the Historic Preservation Commission (Phase 2 of entitlement).

Conclusion

Based on the information provided, staff recommends approval of the requested Subdivision plat. The lots will have access to a public street and meet the technical standard of the Tempe City Code, Chapter 30, Subdivisions. This request will also conform to the conditions proposed.

CONDITIONS OF APPROVAL:

1. The Subdivision Plat shall be put into proper engineered format with appropriate signature blanks and recorded with the Maricopa County Recorder’s Office through the City of Tempe’s Community Development Department on or before January 14, 2017. Failure to record the plat on or before January 14, 2017, within one year of City Council approval, shall make the plat null and void.
2. All property corners shall be set and verified with staff upon final recordation of the subdivision plat, no later than three (3) months from the date of County recordation or as determined by staff.
3. Provide a legal description and exhibit for dedication of any new cross drainage agreement, if necessary.
4. Dedicate a cross access agreement between the new lots.

HISTORY & FACTS:

1873	Single-story Sonoran row house of adobe was built for Charles Trumbull Hayden and his family. The building was “L” shaped with 13 rooms, 80’ of frontage along Mill Avenue and 120’ of frontage along First Street (now Rio Salado Parkway).
1876-1883	A second story of adobe was built over the room at the north end of the house, and a west wing was added to make a “U” shaped residence.
1889	Hayden family moved from the adobe house, known at the time as La Casa Vieja (the old house) and was used by the Hayden family as a boarding house.
1893	A framed second story addition was added to the west wing, the property was operated as a boarding house for 35 years.
November 26, 1894	Tempe Township is established.

1924	The boarding house Hayden's daughters commissioned Robert T. Evans to restore the building to its original appearance. Evans removed the upper story and restored the plastered adobe walls. The Hayden sisters opened a tea house and restaurant in the refurbished landmark known as La Casa Vieja, or "the old house." A river rock fountain was installed in the courtyard, which was used for outdoor dining.
1954	Leonard Monti purchased the property to operate the restaurant, establishing the name Monti's La Casa Vieja. Later additions enlarged the facility to a total of 20,769 s.f. when the courtyard was enclosed to become the fountain room for the restaurant and a southern wing of non-adobe structure was added.
October 10, 1984	C.T. Hayden House is listed on the National Register of Historic places, building #84000173.
1990's	Interior renovations for safety and comfort included a fire suppression system.
August 20, 1999	Tempe Historic Preservation Office received a nomination and request from Michael Monti (son of Leonard Monti and owner of the property) for historic property designation and listing in the Tempe Historic Property Register for Monti's La Casa Vieja, located at 1 West Rio Salado Parkway. A survey of the property at this time noted several elements that were considered non-contributing to the historic structure, specifically the non-adobe additions, landscape, parking and the billboard were called out for future consideration of alterations or demolition work, to limit modifications to non-contributing elements.
October 14, 1999	Tempe Historic Preservation Commission recommends to Planning & Zoning Commission and City Council that Monti's La Casa Vieja be designated an historic property and listed in the Tempe Historic Property Register.
December 14, 1999	Tempe Planning & Zoning Commission recommends to City Council that Monti's La Casa Vieja be designated an historic property and listed in the Tempe Historic Property Register.
January 20, 2000	City Council designates the C.T. Hayden House Monti's La Casa Vieja 1871-73 /1924 / 2000 as Tempe Historic Property Register property #11.
2000's	New windows were added through an Arizona State Parks Heritage Fund grant.
April 6, 2006	The Central City Development Committee of the Whole accepted the Community Design Principles document which included a concept study for downtown building heights. The project area included the western side of this site, as part of the "Urban Center", suggesting a maximum height of 300 feet and the eastern side of this site as "Heritage Core" with a maximum building height of seventy five feet, with a fifteen foot step-back at fifty feet.
October 18, 2007	A request was made for a Planned Area Development and a hearing was held at the Historic Preservation Commission continued the request for modifications to the C.T. Hayden House, Tempe Historic Property Register #11.
November 8, 2007	The Historic Preservation Commission approved the request for modifications to the C.T. Hayden House, Tempe Historic Property Register #11, related to the development of the One Hundred Mill project.
November 13, 2007	The Development Review Commission recommended approval of the Planned Area Development Overlay for One Hundred Mill and continued a Use Permit to allow tandem parking, to be included with the development plan review.

January 10, 2008	City Council approved a Planned Area Development PAD07021.
November 17, 2014	Monti's Casa La Vieja closed. Up to this date, the Hayden House remained the oldest continuously occupied structure in Maricopa County, and the oldest adobe structure to remain in use in the Salt River Valley.
December 4, 2014	City Council approved a Development Agreement (C2014.226) for the development proposed on this site.
December 11, 2014	The Historic Preservation Commission heard the request for an amended Planned Area Development, reviewing the proposed development plans, and continued the hearing until further information could be provided.
January 8, 2015	The Historic Preservation Commission held a public meeting for a modified proposal for phase one, which removed the project from the Historic Preservation Overlay area; phase two would require HPC review and decision-making for modifications to the Hayden House.
March 24, 2015	Development Review Commission heard and recommended approval for an Amended Planned Area Development Overlay (PAD14012), a Development Plan Review (DPR14278) and approved a Use Permit for 84 hotel tandem valet parking spaces (ZUP14166).
April 7, 2015	Staff revised conditions to clarify intent and remove duplication in conditions. Changes included incorporation of former conditions 17, 19 and 22 into condition new 18 and incorporation of former conditions 18 and 24 into condition 20.
May 7, 2015	City Council approved a Planned Area Development and Development Plan Review.

ZONING AND DEVELOPMENT CODE REFERENCE:

Section 6-307, Subdivisions



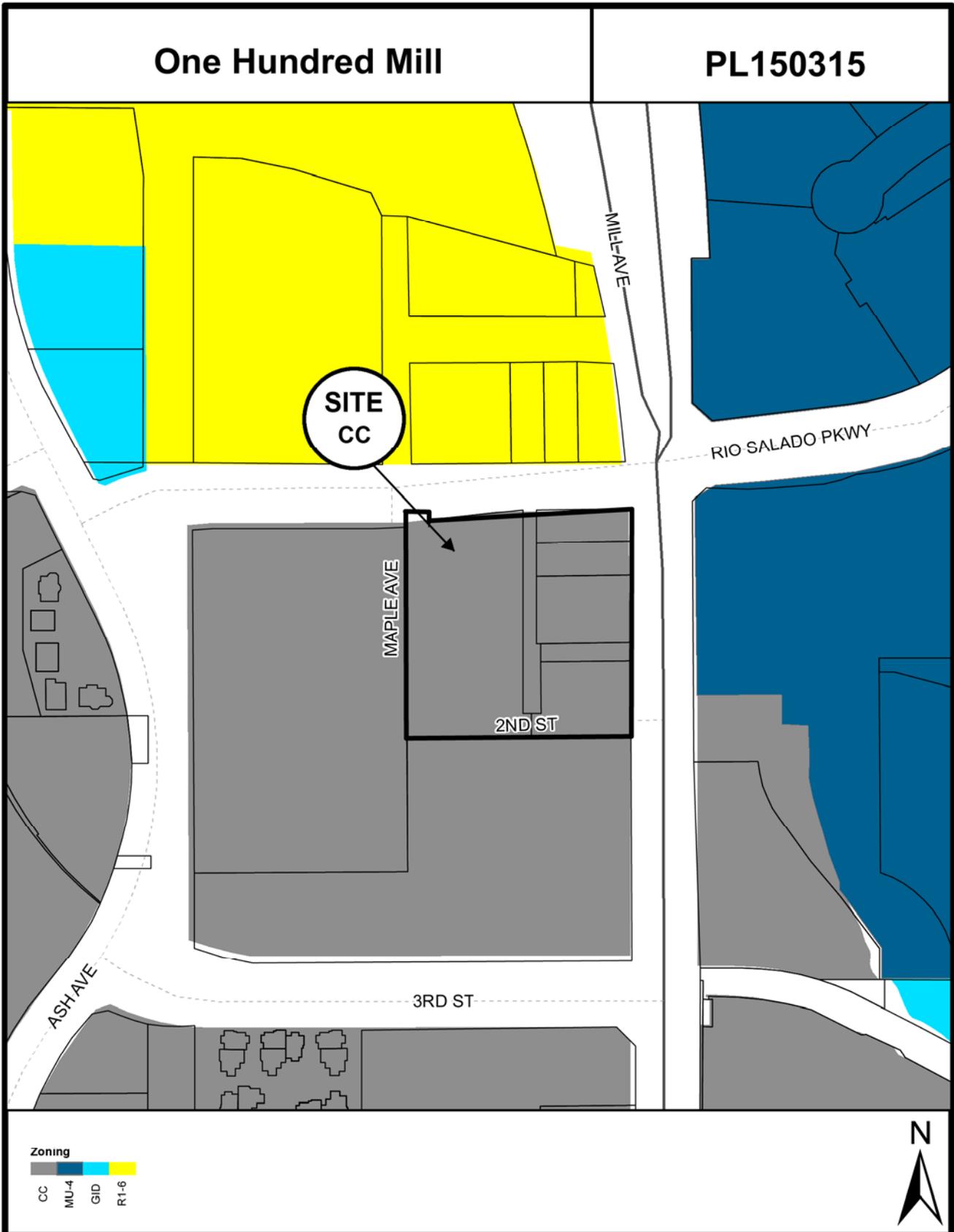
DEVELOPMENT PROJECT FILE

for

ONE HUNDRED MILL
(PL150315)

ATTACHMENTS:

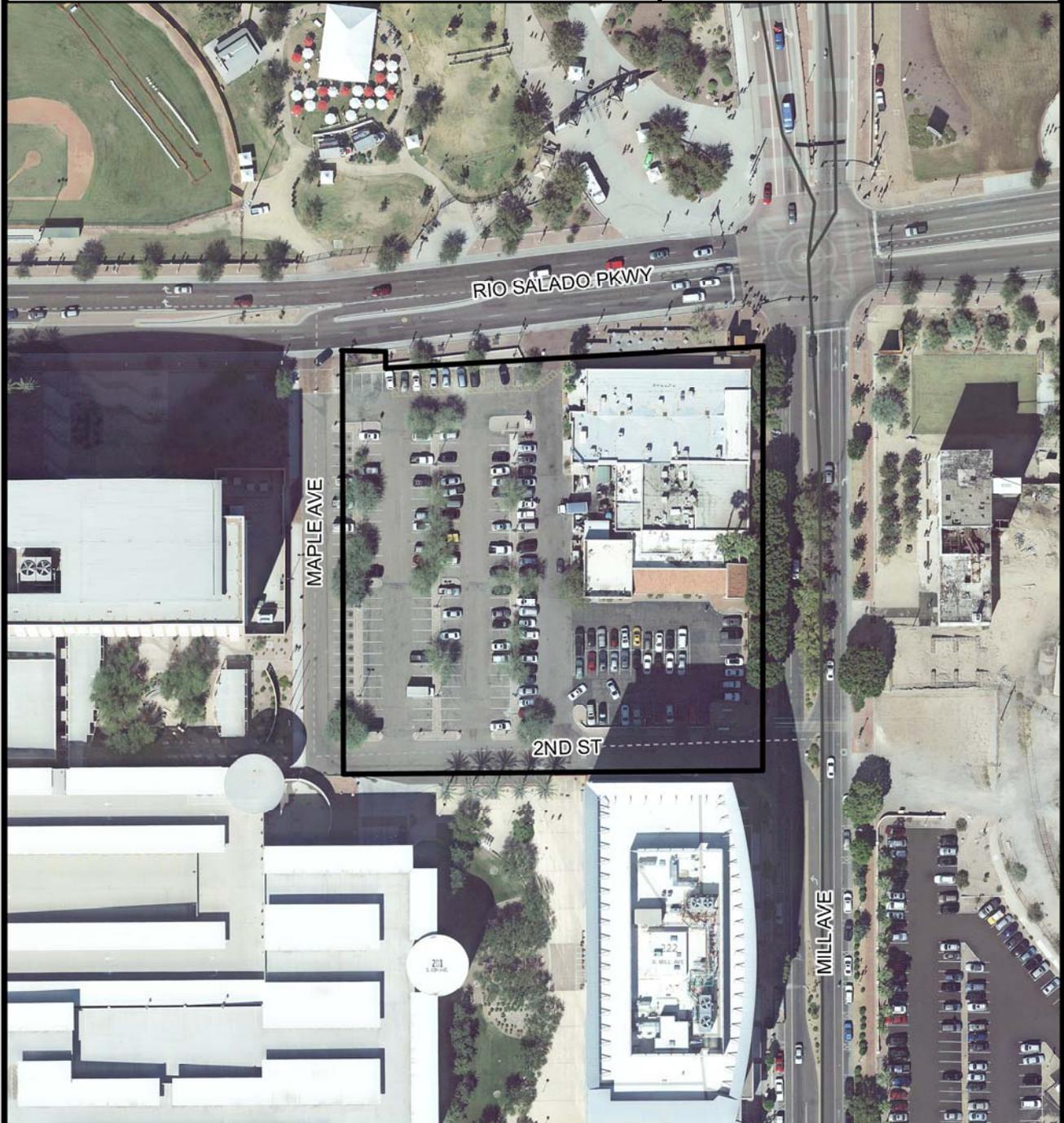
1. Location Map
2. Aerial Photo
3. Letter of Explanation
- 4-5. Subdivision Plat



Location Map

One Hundred Mill

PL150315



Aerial Map

One Hundred Mill Subdivision Plat Narrative

The One Hundred Mill Subdivision is a Replat of portions of Blocks 66 and 67 "Map of Tempe" as recorded in Book 2, Page 26 and as recorded in Book 8, Page 1, Maricopa County Recorder, also being a part of the northwest and the southwest quarters of Section 15, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, City of Tempe, County of Maricopa, Arizona.

The One Hundred Mill Subdivision Plat consists of two Lots for the One Hundred Mill mixed use development proposed at this location. The total acreage of the plat is 2.509 acres with Lot 1 containing 2.199 acres and Lot 2 containing 0.310 acres. The One Hundred Mill Subdivision has frontage along both Rio Salado Parkway and Mill Avenue.

A SUBDIVISION PLAT FOR
ONE HUNDRED MILL

A REPLAT OF PORTIONS OF BLOCKS 66 & 67 "MAP OF TEMPE" AS RECORDED IN BOOK 2, PAGE 26 AND AS RECORDED IN BOOK 8, PAGE 1, MARICOPA COUNTY RECORDER, ALSO BEING A PART OF THE NORTHWEST AND THE SOUTHWEST QUARTERS OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF TEMPE, COUNTY OF MARICOPA, ARIZONA

DEDICATION

HAYDEN HOUSE TEMPE LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS REPLATTED UNDER THE NAME OF "ONE HUNDRED MILL" THE PARCELS IN THE LEGAL DESCRIPTION SHOWN HEREON AND HEREBY PUBLISHES THIS PLAT OF "ONE HUNDRED MILL" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND EASEMENTS CONSTITUTING THE SAME AND THAT EACH LOT AND STREET ON SAID PLAT SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH, RESPECTIVELY, ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF TEMPE FOR PUBLIC USE SUCH STREETS AND EASEMENTS AS SHOWN ON SAID PLAT AND IS INCLUDED IN THE ABOVE-DESCRIBED PREMISES.

ACKNOWLEDGEMENT

HAYDEN HOUSE TEMPE LLC, A DELAWARE LIMITED LIABILITY COMPANY:

BY: _____ DATE: _____
DOUGLAS WILSON COMPANIES,
A CALIFORNIA CORPORATION, MANAGER

ON THIS _____ DAY OF _____, 2015 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HERUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____ DATE: _____
NOTARY PUBLIC MY COMMISSION EXPIRES

LEGAL DESCRIPTION (PRIOR TO SUBDIVISION)

PARCEL NO. 1:
LOTS 1 TO 11, INCLUSIVE AND LOTS 14 AND 15, PLAT OF BLOCK 67 AND SUBDIVISION OF BLOCK 66, TEMPE, ACCORDING TO BOOK 8 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA.

EXCEPT THAT PORTION AS CONVEYED TO THE CITY OF TEMPE, A MUNICIPAL CORPORATION IN WARRANTY DEED RECORDED AS 98-0649301 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS: THOSE PORTIONS OF LOT 11, BLOCK 66 AS SHOWN ON THE PLAT OF TEMPE RECORDED IN BOOK 2 OF MAPS, PAGE 26 AND AMENDED IN BOOK 8 OF MAPS, PAGE 1, AND THE ADJACENT ABANDONED RIGHT-OF-WAY OF MAPLE AVENUE AS RECORDED IN DOCKET 13428, PAGE 487, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY RIGHT-OF-WAY LINE OF FIRST STREET AT THE NORTHEAST CORNER OF OFFICE PLAZA 222 AS RECORDED IN BOOK 236 OF MAPS, PAGE 48, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 50 MINUTES 54 SECONDS EAST 142.31 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE;
THENCE SOUTH 83 DEGREES 16 MINUTES 56 SECONDS WEST 131.76 FEET TO A TANGENT CURVE; THENCE SOUTHWESTERLY 11.46 FEET ALONG THE ARC OF SAID CURVE, BEING CONCAVE NORTHWESTERLY, HAVING RADIUS OF 544.58 FEET, THROUGH A CENTRAL ANGLE OF 1 DEGREE 12 MINUTES 21 SECONDS TO THE EAST LINE OF SAID OFFICE PLAZA 222;

THENCE NORTH 0 DEGREES 13 MINUTES 59 SECONDS WEST 16.26 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

PARCEL NO. 2:
LOTS 12 AND 13, PLAT OF BLOCK 67 AND SUBDIVISION OF BLOCK 66 AND SUBDIVISION OF BLOCK 66, TEMPE, ACCORDING TO BOOK 8 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 3:
THE SOUTH 72 FEET OF THE EAST 137.5 FEET OF BLOCK 66, TEMPE, ACCORDING TO BOOK 2 OF MAPS, PAGE 26, RECORDS OF MARICOPA COUNTY, ARIZONA;
EXCEPT ALL OIL, GAS AND OTHER MINERAL RIGHTS IN OR UNDER SAID PROPERTY TOGETHER WITH THE EXCLUSIVE RIGHT TO USE SUCH PORTION OF SAID PROPERTY LYING MORE THAN 500 FEET BELOW THE SURFACE FOR THE EXTRACTION OF OIL, GAS AND MINERALS; HOWEVER, WITH NO RIGHTS OF SURFACE ENTRY WHATSOEVER AS RESERVED IN DEED RECORDED IN DOCKET 8063, PAGE 884, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 4:
THE NORTH 28 FEET OF THE SOUTH 100 FEET OF THE EAST 137.5 FEET OF BLOCK 66, TEMPE, ACCORDING TO BOOK 2 OF MAPS, PAGE 26, RECORDS OF MARICOPA COUNTY, ARIZONA;

LEGAL DESCRIPTION (CONTINUED)

EXCEPT ALL OIL, GAS AND OTHER MINERAL RIGHTS IN OR UNDER SAID PROPERTY TOGETHER WITH THE EXCLUSIVE RIGHT TO USE SUCH PORTION OF SAID PROPERTY LYING MORE THAN 500 FEET BELOW THE SURFACE FOR THE EXTRACTION OF OIL, GAS AND MINERALS; HOWEVER, WITH NO RIGHTS OF SURFACE ENTRY WHATSOEVER AS RESERVED IN DEED RECORDED IN DOCKET 8063, PAGE 884, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 5:
THOSE PORTIONS OF MAPLE AVENUE AND SECOND STREET ABANDONED BY ORDINANCE NO. 842 OF THE CITY OF TEMPE AND RECORDED IN DOCKET 13428, PAGE 487, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF MAPLE AVENUE LYING NORTH OF THE CENTERLINE OF SECOND STREET AND SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF FIRST STREET AS SHOWN ON MAP OF TEMPE, BOOK 2 OF MAPS, PAGE 26, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST HALF OF MAPLE AVENUE;
THAT PORTION OF SECOND STREET LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF MILL AVENUE AND EAST OF THE CENTERLINE OF MAPLE AVENUE;

EXCEPT THE SOUTH HALF OF SECOND STREET; AND EXCEPT THAT PORTION AS CONVEYED TO THE CITY OF TEMPE, A MUNICIPAL CORPORATION IN WARRANTY DEED RECORDED AS 98-0649301 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOT 11, BLOCK 66 AS SHOWN ON THE PLAT OF TEMPE AS RECORDED IN BOOK 2 OF MAPS, PAGE 26 AND AMENDED IN BOOK 8 MAPS, PAGE 1, AND THE ADJACENT ABANDONED RIGHT-OF-WAY OF MAPLE AVENUE AS RECORDED IN DOCKET 13428, PAGE 487, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, DESCRIBE AS FOLLOWS:

BEGINNING AT THE SOUTHERLY RIGHT-OF-WAY LINE OF FIRST STREET AT THE NORTHEAST CORNER OF OFFICE PLAZA 222 AS RECORDED IN BOOK 236 OF MAPS, PAGE 48, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 50 MINUTES 54 SECONDS EAST 142.31 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE;

THENCE SOUTH 83 DEGREES 16 MINUTES 56 SECONDS WEST 131.76 FEET TO A TANGENT CURVE; THENCE SOUTHWESTERLY 11.46 FEET ALONG THE ARC OF SAID CURVE, BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 544.58 FEET, THROUGH A CENTRAL ANGLE OF 1 DEGREE 12 MINUTES 21 SECONDS TO THE EAST LINE OF SAID OFFICE PLAZA 222;

THENCE NORTH 0 DEGREES 13 MINUTES 59 SECONDS WEST 16.26 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

PARCEL NO. 6:
THAT CERTAIN NORTH-SOUTH ALLEY IN BLOCK 66, TEMPE, ACCORDING TO BOOK 8 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA, AS ABANDONED BY ORDINANCE NO. 95.09 OF THE CITY OF TEMPE AND RECORDED IN DOCUMENT NO. 95-163670.

PARCEL NO. 7:
A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT RECORDED APRIL 30, 2009 AS DOCUMENT NO. 2009-0386761.

OWNER

HAYDEN HOUSE TEMPE LLC, A DELAWARE LIMITED LIABILITY COMPANY
1620 FIFTH AVENUE, SUITE 400
SAN DIEGO, CA 92101

DEVELOPER

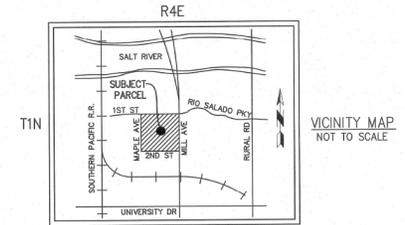
DOUGLAS WILSON COMPANIES
1620 FIFTH AVENUE, SUITE 400
SAN DIEGO, CA 92101

BENCHMARK

ALUMINUM CAP FOUND AT W1/4 COR. SEC. 15, T1N, R4E
TEMPE SURVEY CONTROL ELEVATION=1158.74'

BASIS OF BEARINGS

NORTH 00° 03' 17" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST, PER CITY OF TEMPE SURVEY CONTROL PLAT.



FLOODPLAIN CERTIFICATION

THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY LIES WITHIN ZONE "X" AS DESIGNATED ON THE FIRM FLOOD INSURANCE RATE MAP 04013C 2240 L, DATED OCTOBER 16, 2013. ZONE "X" IS DESIGNATED AS BEING AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

APPROVALS

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA ON THIS _____ DAY OF _____ 2015.

BY: _____ DATE _____
MAYOR

ATTEST: _____ DATE _____
CITY CLERK

BY: _____ DATE _____
CITY ENGINEER

BY: _____ DATE _____
COMMUNITY DEVELOPMENT

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTHS OF MAY AND JUNE, 2015; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THE POSITIONS ARE CORRECTLY SHOWN AND THE SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: *Christopher E. Aulerich* DATE: OCTOBER 26, 2015
CHRISTOPHER E. AUERICH, P.L.S. 19809

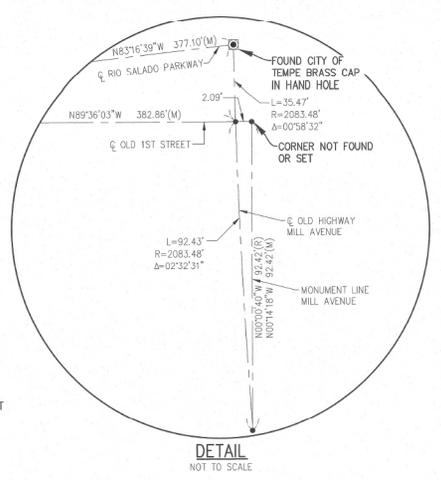
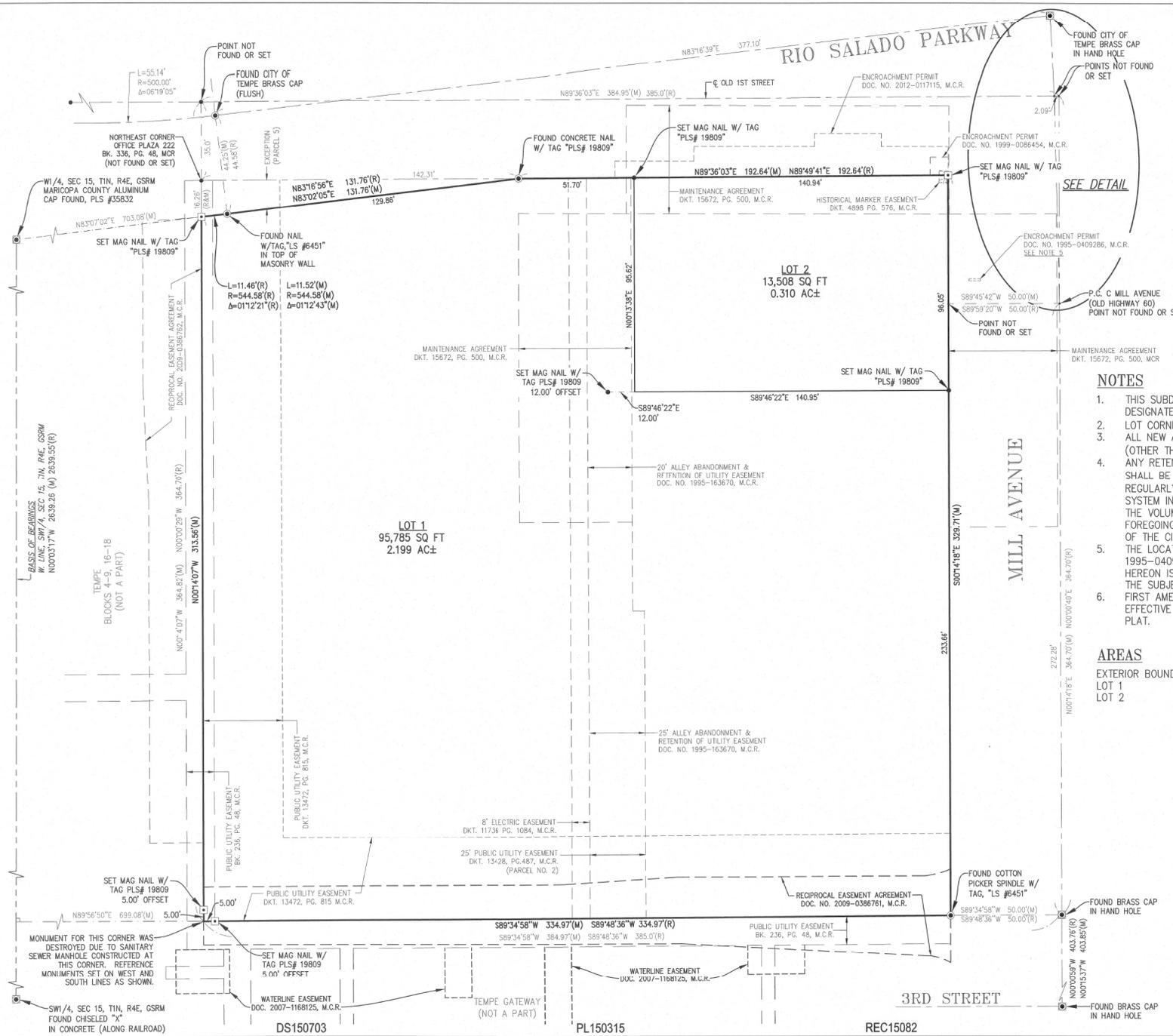
SHEET 1 OF 2

	Aulerich & Associates, Inc. Surveying & Engineering 1564 E. Stephens Dr. - Tempe, Arizona 85283 Phone (480) 838-0030 - Fax (480) 964-6299 CHRISTOPHER E. AUERICH, P.L.S.			
	SUBDIVISION PLAT FOR ONE HUNDRED MILL			
EXPIRES: 03/31/17	DATE: 10/26/2015	SCALE: AS NOTED	DRAWN: KJ/DLSO CHECKED: CEA	JOB NO.: 140302

DS150703

PL150315

REC15082



NOTES

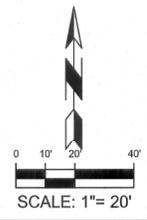
1. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF TEMPE AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
2. LOT CORNERS TO BE SET WITH 1/2" REBAR WITH TAG, "PLS 19809".
3. ALL NEW AND EXISTING, AS WELL AS ON-SITE AND OFF-SITE UTILITY LINES (OTHER THAN TRANSMISSION LINES) SHALL BE PLACED UNDERGROUND.
4. ANY RETENTION SYSTEM AS SHOWN ON THE GRADING AND DRAINAGE PLANS SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER TO: (1) REGULARLY INSPECT THE SYSTEM (AT LEAST ANNUALLY), AND (2) MAINTAIN THE SYSTEM IN A CONDITION THAT WILL ALLOW THE SYSTEM TO STORE AND DISSIPATE THE VOLUME OF STORM WATER AS SHOWN ON THE DESIGN PLANS. THE FOREGOING RESTRICTION CANNOT BE CHANGED WITHOUT PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.
5. THE LOCATIONS OF THE ENCROACHMENT PERMIT AREAS DESCRIBED IN DOC. 1995-0409286, MCR ARE NOT MATHEMATICALLY DEFINED. THE LOCATION SHOWN HEREON IS BASED UPON FIELD LOCATION OF THE TEMPE MONUMENT SIGN ON THE SUBJECT PARCEL.
6. FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. CS-699480-PHX1, EFFECTIVE DATE OF MAY 27, 2015, WAS USED FOR THE PREPARATION OF THIS PLAT.

AREAS

EXTERIOR BOUNDARY	109,293 SQ FT	OR	2.509 AC±
LOT 1	95,785 SQ FT	OR	2.199 AC±
LOT 2	13,508 SQ FT	OR	0.310 AC±

LEGEND

RIGHT-OF-WAY LINE	
PROPERTY LINE	
EASEMENT LINE	
MONUMENT LINE	
SUBDIVISION CORNER PIN TO BE SET	
FOUND BRASS CAP IN HANDHOLE	
PROPERTY CORNER PIN TO BE SET	
MONUMENT (AS DESCRIBED)	
MARICOPA COUNTY RECORDER	M.C.R.



SHEET 2 OF 2

Aulerich & Associates, Inc.
 Surveying & Engineering
 1564 E. Shephard Dr. - Tempe, Arizona 85282
 Phone (480) 838-4000 Fax (480) 345-8299
 CHRISTOPHER E. AUERSCH, P.L.C.

SUBDIVISION PLAT FOR ONE HUNDRED MILL				
DATE:	SCALE:	DRAWN:	CHECKED:	JOB NO.:
10/26/2015	1"=20'	KJDL/LSO	CEA	140302

REC15082
PL150315
DS150703



**CITY OF TEMPE
REQUEST FOR COUNCIL ACTION**

**Council Meeting Date: 01/14/2016
Agenda Item: 5A4**

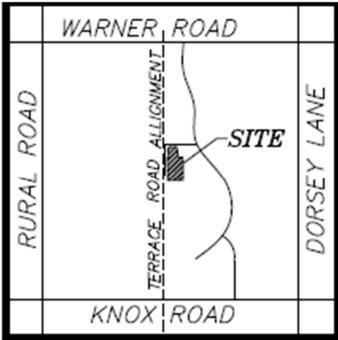
ACTION: Approve an Amended Subdivision Plat for AMENDED HARRY T. RESIDENCE, located at 1101 East Warner Road. The applicant is Harry Tahiliani.

FISCAL IMPACT: There is no fiscal impact on City funds.

RECOMMENDATION: Staff – Approval, subject to conditions

BACKGROUND INFORMATION: An Amended Subdivision Plat for AMENDED HARRY T. RESIDENCE (PL150436) consisting of an existing 2,682 square-foot single-family home on lot 1 and 7,826 square-foot single family home on lot 2. The applicant is seeking to subdivide the existing (2) lots into three (3) individual lots, two of which have existing homes and the third could remain as is or be used for future development. The request includes the following:

- 1. Amended Subdivision Plat consisting of three (3) lots.



Property Owner	Mission Bay Family Trust
Applicant	Harry Tahiliani
Current Zoning District	R1-15 and AG, Single-Family Residential District
Lot 1 (R1-15)	+/- 0.44 acres (19,278 SF)
Lot 2 (R1-15)	+/- 0.52 acres (22,657 SF)
Lot 3 (AG)	+/- 1.85 acres (80,486 SF)

ATTACHMENTS: Development Project File

STAFF CONTACT: Ryan Levesque, Deputy Community Development Director – Planning, (480) 858-2393

Department Director: Dave Nakagawara, Community Development Director
Legal review by: Teresa Voss, Assistant City Attorney
Prepared by: Obenia Kingsby, Planner I

COMMENTS:

These properties are located along Terrace Road, south of Warner Road, east of Rural Road, west of Dorsey Lane, north of Knox Road. Lots 1 and 2 of this plat are zoned R1-15 and have existing single family homes. Lot 3 served as an amenity area for the residences on lots 1 and 2 of this plat and consists of; a pool, basketball court, soccer field, batting cage, golf putting area, canopy and a fountain.

Conclusion

Based on the information provided, staff recommends approval of the requested Subdivision plat. The lots will have access to a public street and meet the technical standard of the Tempe City Code, Chapter 30, Subdivisions. This request will also conform to the conditions proposed.

CONDITIONS OF APPROVAL:

1. The Subdivision Plat shall be put into proper engineered format with appropriate signature blanks and recorded with the Maricopa County Recorder's Office through the City of Tempe's Community Development Department on or before January 14, 2017. Failure to record the plat on or before January 14, 2017, within one year of City Council approval, shall make the plat null and void.
2. All property corners shall be set and verified with staff upon final recordation of the subdivision plat, no later than three (3) months from the date of County recordation or as determined by staff.
3. Provide a legal description and exhibit for dedication of any new cross drainage agreement, if necessary.

HISTORY & FACTS:

- 1993 Existing home on lot 1 of this plat was constructed.
- 2001 Existing home on lot 2 of this plat was constructed.

ZONING AND DEVELOPMENT CODE REFERENCE:

Section 6-307, Subdivisions



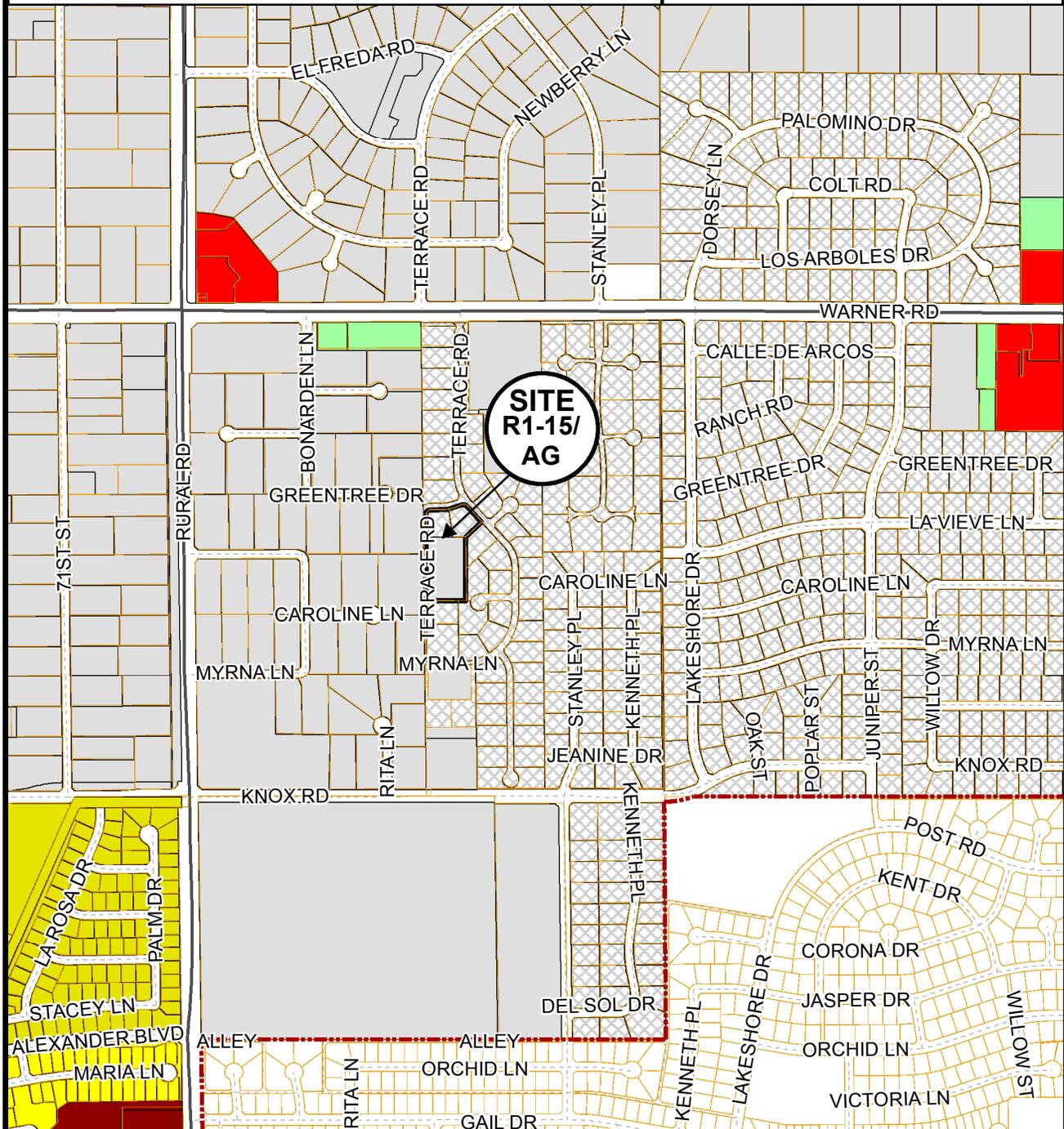
DEVELOPMENT PROJECT FILE
for
AMENDED HARRY T. RESIDENCE
(PL150436)

ATTACHMENTS:

1. Location Map
2. Aerial Photo
3. Letter of Explanation
- 4-5. Subdivision Plat

AMENDED HARRY T. RESIDENCE

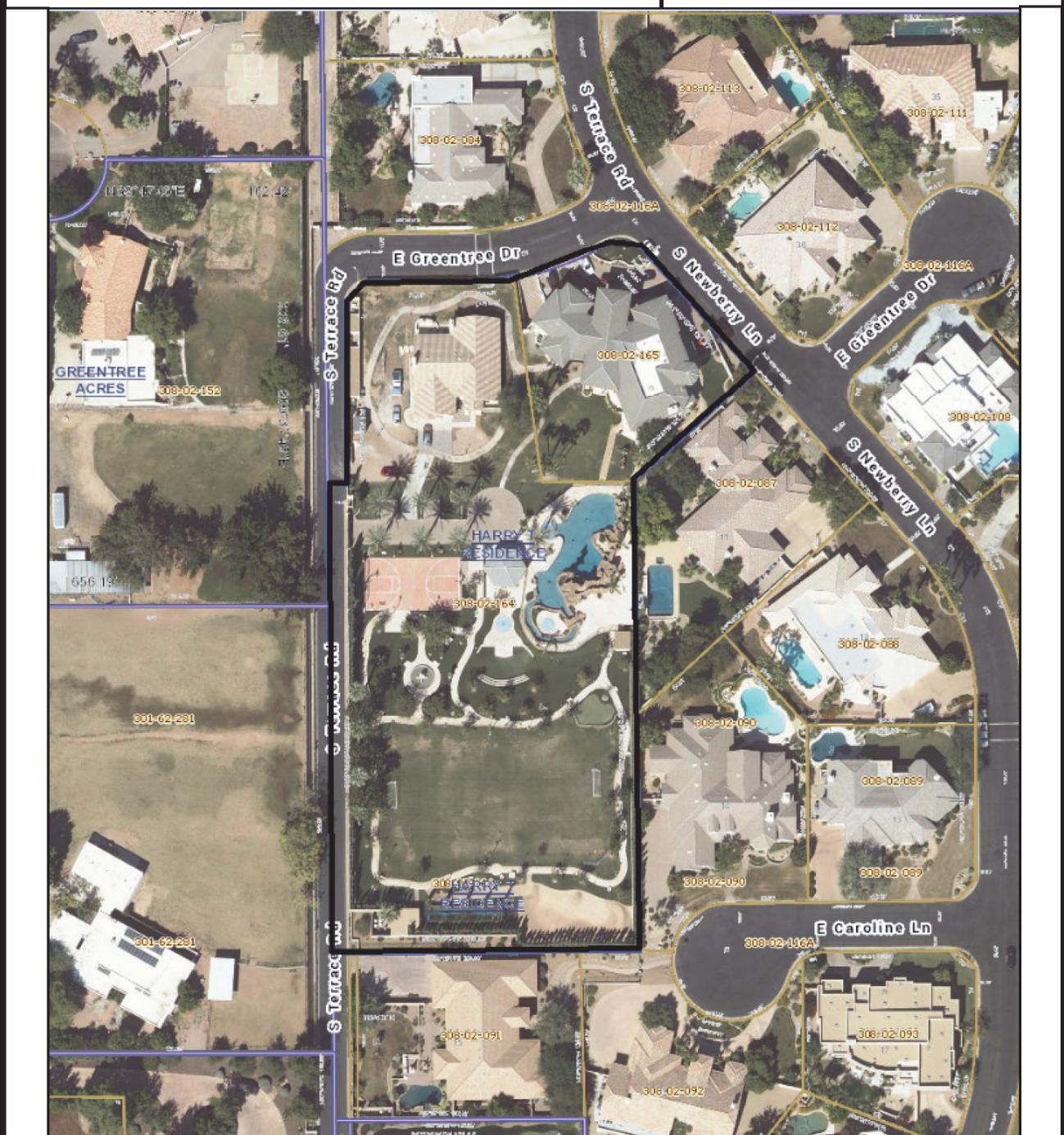
PL150436



Location Map

AMENDED HARRY T. RESIDENCE

PL150436



Aerial Map



**-2925 E. Riggs Rd Suite 8-191
Chandler, AZ 85249
480-656-7912 tel
480-718-7874 fax
RLS #28719**

December 28, 2015

**Client: Harry Tahilliani
1101 E Warner Rd #120
Tempe, AZ 85014
P - 602-999-5949
Harry@workaz.com**

Project: Amended plat of Book 1015, pg 127 MCR

The purpose of the amended plat is to split the parcel into 3 lots, this will effect both Lots 1 and 2 of the original plat.

Existing building square footage:

Lot 1- 2,682 sq ft.

Lot 2- 7,826 sq ft.

Prepared by:

**Jeff R Cook RLS
Western Geomatics Services, LLC**

A SUBDIVISION PLAT FOR "AMENDED HARRY T. RESIDENCE"

A REPLAT OF LOT 1 AND LOT 2 OF "HARRY T. RESIDENCE AS RECORDED IN BOOK 1015 OF MAPS, PAGE 17 M.C.R.
A PORTION OF THE NORTHWEST QUARTER OF SECTION 23
TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

DEDICATION

MISSION BAY FAMILY TRUST, AS OWNER, HAS REPLATTED UNDER THE NAME OF "AMEDED FINAL PLAT OF HARRY T. RESIDENCE", A REPLAT OF HARRY T. RESIDENCE, AS RECORDED IN BOOK 1015 OF MAPS, PAGE 17 M.C.R. AND PORTIONS OF THE NORTHWEST QUARTER OF SECTION 23 TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND HEREBY PUBLISHES THIS PLAT OF "HARRY T. RESIDENCE" AND DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS, AND EASEMENTS CONSTITUTING THE SAME AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF TEMPE FOR PUBLIC USE SUCH STREETS AND EASEMENTS AS SHOWN ON SAID PLAT AND IS INCLUDED IN THE ABOVE DESCRIBED PREMISES.

ACKNOWLEDGMENT

ON THIS _____ DAY OF _____, 2016 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED HARRY TAHILIANI, TRUSTEE, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY: _____ MY COMMISSION EXPIRES _____
NOTARY PUBLIC

BY: _____ DATE: _____

MISSION BAY FAMILY TRUST
ITS: TRUSTEE

LEGAL DESCRIPTION (PRIOR TO SUBDIVISION)

LOT 1 AND LOT 2 OF FINAL PLAT "HARRY T. RESIDENCE" AS RECORDED IN BOOK 1015, PAGE 17 OF THE MARICOPA COUNTY RECORDERS OFFICE.

OWNER/DEVELOPER

MISSION BAY FAMILY TRUST
1101 E WARNER RD #120
TEMPE, AZ 85284

BENCHMARK

FOUND BRASS CAP IN HAND HOLE BEING THE NORTHWEST CORNER OF SECTION 23, AT THE INTERSECTION OF WARNER AND RURAL ROADS ELEVATION= 1177.17' (CITY OF TEMPE DATUM C.O.T. #285)

BASIS OF BEARING

THE BEARING OF S00°47'58"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEARINGS SHOWN HEREON ARE BASED CITY OF TEMPE DATUM.

APPROVALS

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA ON THIS _____ DAY OF _____, 2016.

BY: _____ MAYOR _____ DATE _____

ATTEST: _____ CITY CLERK _____ DATE _____

BY: _____ CITY ENGINEER _____ DATE _____

BY: _____ COMMUNITY DEVELOPMENT _____ DATE _____

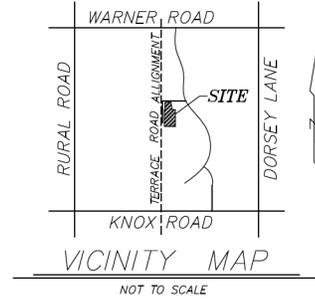
CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTIONS DURING THE MONTH OF OCTOBER 2015, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THE POSITIONS ARE CORRECTLY SHOWN AND THE SAID MONUMENTS ARE SUFFICIENTLY TO ENABLE THE SURVEY TO BE RETRACED.

BY: JEFF R. COOK 12/26/2015
JEFF R. COOK, RLS 28719 DATE



EXPIRES: 3/31/2016



NOT TO SCALE

LEGEND

---	RIGHT-OF-WAY LINE
---	PROPERTY LINE
---	EASEMENT LINE
---	MONUMENT LINE
□	SUBDIVISION CORNER PIN TO BE SET
●	FOUND MONUMENTATION AS DESCRIBED
•	PROPERTY CORNER TO BE SET
MCR	MARICOPA COUNTY RECORDER

NOTES

- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF TEMPE AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
- LOT CORNERS TO BE SET WITH 1/2" REBAR. RLS# 28719
- ALL NEW AND EXISTING, AS WELL AS ON-SITE AND OFF-SITE UTILITY LINES (OTHER THAN TRANSMISSION LINE) SHALL BE PLACED UNDERGROUND.
- ANY RETENTION SYSTEM AS SHOWN ON THE GRADING AND DRAINAGE PLANS SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER TO (1) REGULARLY INSPECT THE SYSTEM (AT LEAST ANNUALLY), AND (2) MAINTAIN THE SYSTEM IN A CONDITION THAT WILL ALLOW THE SYSTEM TO STORE AND DISSIPATE THE VOLUME OF STORM WATER AS SHOWN ON THE DESIGN PLANS. THE FOREGOING RESTRICTION CANNOT BE CHANGED WITHOUT PRIOR WRITTEN CONSENT OF THE CITY OF TEMPE ENGINEER.

FLOOD PLAIN INFORMATION

THIS IS TO CERTIFY THAT THE ABOVE SUBJECT PROPERTY LIES WITHIN ZONE "SHADED X" AS DESIGNATED ON THE FLOOD INSURANCE RATE MAP, MAP NUMBER 04013C 2710L, DATED OCTOBER 16, 2013. AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

SURVEYOR

	2	12/14/15	SUBMITTAL				
	1	11/22/15	SUBMITTAL	RR	DH	JC	
	0	10/20/15	REVIEW	RR	DH	JC	
	NO.	DATE	REVISIONS	BY	CHK	APP'D	
SCALE: AS SHOWN			SHEET 1 OF 2		WGS3721		

2925 E Riggs Rd
Chandler, AZ 85249
(480) 656-7912 office
(480) 718-7874 fax

DS1504941

PL150436

REC15134

REC15134

PL150436

DS150941

**CITY OF TEMPE
REQUEST FOR COUNCIL ACTION****Council Meeting Date: 01/14/2016
Agenda Item: 5A5**

ACTION: Approve the agreement between Arizona State University Department of Sun Devil Athletics, The Tempe Convention and Visitors Bureau, and the City of Tempe to host the National Kajikawa Softball Tournament.

FISCAL IMPACT: Tempe agrees to provide the facility, pre-tournament materials and services to support the Kajikawa Softball Tournament. Funds will come from Community Services cost center 2522 (General Fund) for \$3,700 in facility preparation expenditures. Funds will come from Public Works cost center 2559 (General Fund) for \$9,492 for facility preparation. In-kind City services total \$13,192 and are specific to improving the quality of the complex to NCAA Tournament expectations.

RECOMMENDATION: Approve the agreement.

BACKGROUND INFORMATION: Tempe has hosted the Kajikawa Classic tournament for over 10 years. The tournament brings in college teams from throughout the country. This past year, 31 teams took part in the tournament. This Agreement is for the tournament dates of February 11-14, 2016. The City of Tempe is obligated to prepare the Duane Dawson Fields at Tempe Sports Complex for the Kajikawa Softball Tournament. ASU is responsible for all direct tournament expenses. In addition, ASU will make reasonable efforts to ensure that the tournament generates a minimum of 600 hotel room night reservations in Tempe as outlined below:

If the minimum number of room nights is not met, ASU agrees to contribute to Tempe for a portion of the value of the City services provided during the Tournament using the following sliding scale model:

- If at least 600 room nights are generated, then ASU's contribution is zero.
- If 500-599 room nights are generated, then ASU's contribution will be \$2500.
- If 400-499 room nights are generated, ASU's contribution will be \$5000.
- If 300-399 room nights are generated, ASU's contribution will be \$7500.
- If less than 300 room nights are generated, ASU's contribution will be \$10,000

ATTACHMENTS: Agreement document and Exhibit A

STAFF CONTACT(S): Kelly Rafferty, Deputy Directory Community Services, (480) 350-5182

Department Director: Shelley Hearn, Community Services Director
Legal review by: Judi Baumann, City Attorney
Prepared by: Kelly Rafferty, Deputy Directory Community Services

**AGREEMENT BETWEEN THE CITY OF TEMPE
THE TEMPE CONVENTION AND VISITOR'S BUREAU
AND ARIZONA STATE UNIVERSITY SUN DEVIL ATHLETICS**

C2016-

THIS AGREEMENT ("Agreement") is made and entered into by and between the Arizona Board of Regents for and on behalf of Arizona State University and its Department of Sun Devil Athletics ("ASU"), the Tempe Convention and Visitors Bureau ("TCVB"), and the City of Tempe ("Tempe"), an Arizona municipal corporation.

- A. WHEREAS, ASU wishes to stage the Kajikawa Softball Tournament ("Tournament") in and around Tempe, Arizona, on February 11 - 14 2016 ("Tournament Date"); and
- B. WHEREAS, the TCVB and Tempe wish to have ASU stage the Tournament in and around Tempe, Arizona, upon the terms and conditions as provided for in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set forth, and intending to be legally bound, the parties agree as follows:

- 1. Term: This Agreement shall commence upon the date set out below and shall continue until the completion of the 2016 Tournament.
- 2. Dates of Tournament: The Tournament shall be staged on February 11, 12, 13 and 14, 2016.
- 3. The Parties' Mutual Obligations: ASU and Tempe have developed a spreadsheet, attached as Exhibit A, which outlines each party's responsibility with respect to "Pre-Tournament Prep Work" and "Game Day Tournament Expenses." Based on the success of Tournaments held in prior years, Tempe and ASU agree to be responsible for providing the materials or service(s) assigned to each party in Exhibit A.
- 4. Tempe's Obligations: In addition to the responsibilities outlined in Exhibit A, Tempe agrees as follows:
 - (a) Upon ASU's timely provision of the materials by mid-November, as outlined in Exhibit A, Tempe shall provide four (4) softball fields at the Tempe Sports Complex (located at Warner and Hardy roads in Tempe, Arizona) which shall be "play ready" by no later than February 1, 2016. In the event that ASU fails to provide such materials, Tempe may, at its option: i) purchase such materials and bill ASU for its costs (which shall be payable by ASU upon Tempe's presentation of an invoice); or ii) choose not to oversee or prepare fields for the Tournament play.
 - (b) "Play ready" shall include the services designated in Exhibit A to be provided by Tempe.

- (c) Tempe will prepare an accounting of the value of all Tempe resources/services provided during the Tournament for ASU no later than sixty (60) days after the Tournament's conclusion.

5. TCVB's Obligations:

- (a) Upon receiving ASU's list of selected hotels for use by Tournament participants, TCVB shall send a lead to those hotels requesting room blocks and pricing information. At the conclusion of the Tournament, TCVB will contact the hotels to request room night totals which can be attributed to the Tournament. TCVB will then compare the room night totals submitted by the hotels with the room night totals provided by ASU and provide that information to all parties.
- (b) At the request of ASU, TCVB will coordinate hotel site inspections for the ASU staff.
- (c) TCVB will support the Tournament with a \$2500 sponsorship, contingent upon ASU providing TCVB with the list of hotels ASU has selected. This list should be received by TCVB no later than December 31 of the year preceding the Tournament.

6. ASU's Obligations: In addition to the responsibilities outlined in Exhibit A, ASU agrees as follows:

- (a) By a mutually agreed upon date, ASU shall have performed all the "Pre-Tournament Prep Work" related to field preparation set forth in Exhibit A, including: scalp, verticut, sweep fields of grass clippings, removal of all grass from Tempe Sports Complex softball fields, and provide seed for overseeding of complex.
- (b) ASU will provide adequate grounds crew to maintain and prepare the fields for Tournament play prior to each game including, as necessary, watering and lining of the fields and maintenance of the batter's boxes and pitcher's mounds.
- (c) ASU will pay for Tempe Fire personnel (EMT) on site during all Tournament games.
- (d) ASU will make commercially reasonable efforts to ensure that the Tournament generates a minimum of 600 hotel room night reservations in Tempe as outlined below. Accordingly, ASU shall:
 - Prior to the Tournament, ASU shall provide to TCVB a list of hotels that ASU has selected for use by Tournament participants, and set up room blocks with individual hotels;
 - Within 15 days following the conclusion of the Tournament, ASU will contact hotels to request information on the total number of room nights attributed to the Tournament and will compile these room night totals and present them to the TCVB staff liaison;
 - ASU will present the room night totals to the TCVB Board of Directors at the April 2016 board meeting.

- (e) ASU's contribution to the expenses incurred by Tempe during the term of this Agreement for the services provided hereunder will be reduced in proportion to the number of hotel room nights attributable to that year's Tournament as follows:
- If at least 600 room nights are generated, then ASU's contribution will be zero.
 - If 500-599 room nights are generated, ASU's contribution will be \$2,500.
 - If 400-499 room nights are generated, then ASU's contribution will be \$5,000.
 - If 300-399 room nights are generated, then ASU's contribution will be \$7,500.
 - If less than 300 room nights are generated, ASU's contribution will be \$10,000.
- (f) The agreement and understanding of the parties hereunder is contingent on all participating hotels agreeing to do the following during the term of this Agreement:
- Not raise the rates above the normal (rack) season rates
 - Not require more than a 2 night minimum stay.
- (g) ASU's contributions pursuant to paragraph 6(e) of this Agreement shall be made no later than thirty (30) days after receipt of the final hotel room night reservation figures from the TCVB as set forth in paragraph 5.

7. Additional Event: The parties anticipate that during the term of this Agreement, ASU may have the opportunity to host an additional softball event (the "Additional Event") during the month of February, shortly after the conclusion of the Tournament. If ASU is able to host the Additional Event in February, the parties agree that all of the terms of this Agreement will apply and bind the parties with respect to the Additional Event, including the parties' obligations set forth in paragraphs 3, 4, 5, and 6 above.

8. Insurance: ASU, its officers, agents and employees are covered against liability, workers' compensation and property damage through the State of Arizona, Arizona Department of Administration, Risk Management Section's program of self-insurance for acts or omissions while acting in authorized governmental or proprietary capacities and in the course and scope of employment or authorization. Such coverage is provided in accordance with and subject to the provisions of A.R.S. Section 41-621 *et seq.*

ASU acknowledges and agrees that Tempe is self-insured.

9. Indemnification: Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless each other party and its respective officers, agents, employees and authorized volunteers (as "Indemnitee") from and against any and all claims, losses, liability, costs, damages or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") resulting from the conduct of the Indemnitor and its employees, authorized volunteers or agents with regard to the Tournament, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission,

negligence, misconduct, or other fault of the Indemnitor. The amount and type of insurance coverage required by section 8 does not limit the scope of the indemnity in this paragraph.

10. Conflict of Interest: This Agreement is subject to cancellation under the provisions of Arizona Revised Statutes § 38-511.

11. Compliance with Laws: Each party in the performance of its activities under this Agreement shall comply with all applicable laws, statutes, ordinances, permits, rules and regulations relating to those activities.

12. Default: If any party or parties should default in the performance of their respective obligations under this Agreement, the party or parties not in default shall provide written notice of the default and the party or parties in default shall have a reasonable time in which to cure the default. If a cure is not made, the party or parties not in default shall be entitled to remedy the default using any right or remedy at law or equity which would otherwise be available to such party or parties not in default, including bringing any suit or proceeding to enforce the provisions of this Agreement. The prevailing party or parties shall be entitled to their reasonable attorney fees and costs incurred in such action to the extent awarded by a court of competent jurisdiction.

13. Termination: Any party may terminate this Agreement in whole or in part upon mutual agreement of the parties or as provided for in paragraph 10.

14. Independent Contractor Relationship: The relationship between ASU, TCVB and Tempe is that of independent contractors and nothing contained in this Agreement shall be construed as establishing an employer/employee relationship, partnership or joint venture between ASU, the TCVB and Tempe.

15. Force Majeure: ASU, the TCVB and Tempe shall not be liable for any failure by them to conduct the Tournament by reason of fire, strike, war, insurrection, government restrictions, labor dispute, third party breach or other cause beyond their control.

16. Notices: All notices required or permitted hereunder shall be in writing and shall be either personally delivered, sent by registered or certified mail (return receipt requested) or sent by facsimile and in each case addressed as follows (or to such other address as the parties shall provide in writing to the other parties in accordance herewith):

If to ASU: Arizona State University
Sun Devil Athletics
P.O. Box 872505
Tempe, AZ 85287-2505
Attention: Athletic Director

If to TCVB: TCVB
51 West 3rd Street
Suite 105

Tempe, AZ 85281
Attention: Stephanie Nowack

If to Tempe: City of Tempe
31 East Fifth Street
Tempe, AZ 85281
Attention: City Manager

17. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same document.

18. Assignment: No party may assign this Agreement or any rights herein without the express written consent of the other parties.

19. Entire Agreement: This Agreement shall constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements whether written or oral and cannot be modified or amended unless by a written instrument signed by the parties.

20. Amendments: Any amendments or alternative or supplementary provisions to this Agreement must be made in writing and duly executed by an authorized representative or agent of each of the parties hereto.

21. Severability: The invalidity of any provision contained herein or portion of a provision shall not affect the validity of any other provision contained herein or the remaining portion of the applicable provision.

22. Successors and Assigns: This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. A waiver of any breach hereunder shall not be deemed a waiver of any subsequent breach.

23. Governing Law; Arbitration in Superior Court: This Agreement shall be governed by the laws of the State of Arizona and any litigation by or among the parties regarding this Agreement or the performance of any of the obligations contained in this Agreement shall be initiated in Maricopa County, Arizona. As required by A.R.S. § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to A.R.S. § 12-133.

24. Cooperation of the Parties: The parties agree to cooperate in good faith to reasonably complete the obligations set forth in this Agreement.

25. No Third Party Beneficiaries: This Agreement is solely for the benefit of the parties signing it and does not create nor shall it be construed to create rights in other parties. No parties outside of this Agreement may enforce the terms and conditions of this Agreement.

26. Adoption by Mayor and Council; Authority to Execute Minor Amendments: This Agreement is subject to adoption by Tempe's Mayor and City Council. Upon execution of this Agreement, the Mayor and Council authorize the Parks and Recreation Administrator of Tempe to sign other documents or amendments of this Agreement as may be necessary to effectuate this Agreement and further authorize the Administrator to act upon any other matters not presently contemplated but which may arise and require Tempe's action in order to effectuate the purpose of this Agreement.

27. Captions: The captions and headings of the various sections of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the contents of the respective sections.

28. Nondiscrimination: The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** Further, the City of Tempe Municipal Code prohibits discrimination against individuals on the basis of gender identity, sexual orientation, familial status or age.

29. Records: To the extent required by A.R.S. § 35-214, each party will retain all records relating to this Agreement. Each party will make those records available at all reasonable times for inspection and audit by the other parties or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five years after the completion of this Agreement. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to the other parties.

30. Failure of Legislature to appropriate: In accordance with A.R.S. § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to the other parties and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

31. Use of Names or Logos: No party will use any names, service marks, trademarks, trade names, logos or other identifying names, domain names or identifying marks of any other party ("Marks"), or the name of any representative or employee of any other party in any sales promotion work or advertising, or any form of publicity, without the prior written permission of the party that owns the Marks in each instance. Use of any party's Marks must comply with the

owning party's requirements, including using the "®" indication of a registered trademark where applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of _____, 2016.

THE ARIZONA BOARD OF REGENTS FOR ARIZONA STATE UNIVERSITY AND SUN DEVIL ATHLETICS

By: _____

Name: _____

Title: _____

TEMPE CONVENTION AND VISITORS BUREAU

By: _____

Stephanie Nowack
President and CEO

CITY OF TEMPE

By: _____

Mark W. Mitchell
Mayor

ATTEST:

Brigitta M. Kuiper
City Clerk

APPROVED AS TO FORM:

Judith R. Baumann
City Attorney

Exhibit A

Kajikawa Classic Softball Responsibilities Detail		
	Item/Service	Responsible Party
Pre - Tournament Labor	Equipment & Deliveries	City Labor
	Scalping & Sweeping	ASU
	Seeding & Topdress	ASU
	Tribune application	City of Tempe
	Plate & Peg work	City of Tempe
	Roll Infields	City of Tempe
	Sod cut edges	City of Tempe
	Topdress Infields w/ Turface	City of Tempe
	Infield Dragging	
	Tarp Installation & Removal	
	Foul line painting	
	Bull pens	
	Chemical Edge	
	Line Trim & Walker Mow	
	Stump & tree	
	Grate cleaning	
	Blow Parking Lot	
	Blow Deck Area	
	Power Washing	
	Fertilizer-iron & calcium	
	Mowing	
	irrigation inspect & repairs	
Pre - Tournament Supplies & Materials & Services	ASU provided Seed	ASU
	City provided seed	City of Tempe
	Lazor Level	
	Fertilizer 6-24-24	
	Truface Drying agent	
Batter's Box Clay & Repairs		
Tournament Direct Details provided by ASU	EMT	ASU
	Ice	
	Pro Drying Agent - Gm Day	
	Gypsum - Gm Day	
	Clay - Gm Day	
	Field Prep. & Lining - Gm Day	
	Bleacher Rental	
	Audio Equipment	
	Canopy/Tables/Chairs	
Crowd Pleaser - Porta Jons		

One Ton seed = approx.\$2,300
 Scalp/sweep = approx. \$6,000



CITY OF TEMPE
REQUEST FOR COUNCIL ACTION

Council Meeting Date: 01/14/2016
Agenda Item: 5A7

ACTION: Authorize the Mayor to execute the Settlement Agreement and all related documents regarding the matter of City of Tempe v Trucks West.

FISCAL IMPACT: The City has received \$410,000 from the sale of two trucks and the City will receive proceeds from the sale of the third truck in any future transaction.

RECOMMENDATION: Authorize the Mayor to execute the settlement agreement and all related documents.

BACKGROUND INFORMATION: Settlement in this matter is made in compromise of a disputed claim and lawsuit. In settling the lawsuit, the City of Tempe secures an Agreement wherein Wayne Industrial Holdings, LLC, d/b/a Wayne Engineering shall, at its sole expense and without charging a commission will facilitate the sale of three trucks to third party buyers. All proceeds from the sale(s) of the trucks will be remitted to Tempe. Tempe, which still holds the title to the trucks shall transfer title to the Buyer(s) directly. The trucks will be sold as is without any warranties, express or implied. (Superior Court No. CV2015-010552.)

ATTACHMENTS: Settlement Agreement

STAFF CONTACT(S): Judi Baumann, City Attorney, (480) 350-8779

Department Director: Judi Baumann, City Attorney
Legal review by: Judi Baumann, City Attorney
Prepared by: Michael R. Niederbaumer, Assistant City Attorney

MUTUAL SETTLEMENT AGREEMENT AND RELEASE

PARTIES

This Mutual Settlement Agreement and Release (the "Agreement") is made as of December ___, 2015 (the "Effective Date") by and between Wayne Industrial Holdings, LLC, a Nevada limited liability company d/b/a Wayne Engineering ("Wayne"), the City of Tempe, an Arizona municipal corporation ("Tempe"), and Trucks West of Phoenix, Inc., an Arizona corporation ("Trucks West"). The foregoing parties to this Agreement are collectively referred to as the "Settling Parties."

RECITALS

A. This Action stems from the 2012-2013 sale of three front-loading garbage trucks to Tempe (the "Trucks") pursuant to Tempe's RFP 13-006 (the "RFP").

B. Tempe accepted Trucks West's and Wayne's combined proposal for providing the Trucks (the "Contract").

C. Certain disputes arose wherein Tempe claimed about purported issues with the performance of the Trucks and allegations that the Trucks did not perform in accordance with the specifications under the RFP (the "Dispute").

D. On or about August 25, 2015, Tempe filed a complaint in the Maricopa County Superior Court, complaint number 2015-010352 (the "Complaint"), against Trucks West regarding the purported performance issues.

E. In addition, in an unrelated lawsuit between Wayne and Trucks West filed by Wayne in Maricopa County Superior Court, complaint number CV2015-052698 (the "Wayne Lawsuit"), Trucks West filed counterclaims against Wayne based on Tempe's claims against Trucks West in the Complaint (the "Counterclaims").

F. The Settling Parties have now reached a settlement on all claims in the Complaint. This Final Settlement Agreement sets forth the terms and conditions of that agreement.

NOW, THEREFORE, in consideration of the mutual releases and for other good and valuable consideration referred to herein, the Parties agree as follows:

SETTLEMENT TERMS

1. Sale of the Trucks. In anticipation of this Agreement, and as requested by Tempe and Trucks West, Wayne has previously taken delivery of the Trucks from Trucks West solely for the purposes of advertising the Trucks for sale. Wayne shall, at its sole expense and without charging a commission, facilitate the sale of the three Trucks to third party buyers (the "Buyers"). All proceeds from the sale(s) of the Trucks will be remitted to Tempe. Tempe, which still holds title to the Trucks, shall transfer title to the Trucks to the Buyer(s) directly. The Trucks will be sold as is without any warranties, express or implied. Tempe agrees to indemnify and hold harmless Wayne against any and all claims asserted by any Buyers of the Trucks with respect to the Trucks.

2. Dismissal of the Complaint. As no responsive pleading to the Complaint has yet been filed, Tempe, through counsel, shall within ten (10) business days of the Effective Date, voluntarily dismiss the Complaint, with prejudice, pursuant to Rule 41(a)(1)(A), Arizona Rules of

Civil Procedure.

3. Dismissal of the Counterclaims. Trucks West and Wayne, through their respective counsel, shall within ten (10) business days of the Effective Date, file a Stipulation for Dismissal and Order for dismissal of the Counterclaims filed by Trucks West in the Wayne Lawsuit, with prejudice; and, in connection therewith, Trucks West and Wayne shall each agree to bear their respective costs and attorneys' fees solely with respect to the Counterclaims.

4. Mutual Release by the Settling Parties. The Settling Parties acknowledge, agree and accept that the sale set forth above is a full compromise, settlement and satisfaction of, and the sole consideration for entering this Settlement Agreement. Upon the sale of the Trucks set forth above, the Settling Parties, on behalf of themselves, their agents, successors, heirs, and representatives, do hereby finally mutually release and discharge all claims, disputes, demands, warranties and causes of action, known and unknown, arising out of, connected with, or related to the RFP, the Contract, the Dispute, the Complaint, and the Counterclaims, including any and all claims disclosed in the Complaint and the Counterclaims. This waiver and release is effective as to the Settling Parties, all of Settling Parties' respective agents, employees, partners, officers, joint venturers, owners, parent corporations and affiliates, affiliated partnerships, insurers, subsidiaries, representatives, successors, retained consultants, subcontractors and attorneys. This is a General Release as to any and all claims, known and unknown related to the RFP, the Contract, the Dispute, the Complaint, and the Counterclaims. The Settling Parties understand that they are releasing all known and unknown claims against each other pertaining to any and all of the issues that have been disclosed, or could have been disclosed, in the Complaint and/or the Counterclaims. The Settling Parties waive all rights they have under any law or legal theory that is intended to prevent unknown claims from being released. There have been no findings of fault with respect to the claims in the Complaint and the Counterclaims. This release does not encompass Wayne's claims against Trucks West asserted in the Wayne Lawsuit.

5. Trucks West's Agreement to Forbear from filing Bankruptcy. For a period of time running from the Effective Date through ninety-one (91) days after the sale of the last Truck and the delivery of the proceeds therefrom to Tempe (the "Forbearance Period"), Trucks West covenants and agrees not to file a petition in the United States Bankruptcy Court for the District of Arizona seeking relief under the United States Bankruptcy Code (the "Code") seeking debtor relief under the Code under Chapter 7, Chapter 11 or any other provision of the Code, nor shall Trucks West seek appointment of a Receiver under any state insolvency statute. During the Forbearance Period, in the event that Wayne obtains a judgment against Trucks West in connection with the Wayne Lawsuit, Wayne agrees not to execute or enforce such judgment until the expiration of the Forbearance Period.

6. Non-Disparagement Provision. The Settling Parties agree to refrain from making any public or private statements, or providing any information, whether written or verbal, to the other Settling Parties or to others who are not parties to this Agreement that disparage any other Settling Party, or place any other Settling Party in an unflattering light (regardless of whether such statements or information are believed to be true or not).

7. Settling Parties' Warranty. Each of the Settling Parties warrants that it/she/he has standing to release the others from the respective claims that are to be released pursuant to this Agreement, and that these claims have not been, nor will they be in the future, assigned, transferred or hypothecated.

8. No Admission of Liability. It is agreed and understood that the Settling Parties deny

all allegations of liability relating to the causes of action asserted under the Complaint or the Counterclaims and agree to resolve this matter solely for the purpose of compromising and settling the Complaint and the Counterclaims. Such compromise and settlement does not constitute an admission of the truth or validity of the matters in controversy, nor shall it be construed as such.

9. Legal Capacity. Each of the undersigned warrants that he/she/it is of legal age, legally competent to execute this Agreement, and has the authority of the party for whom the undersigned is executing this Agreement.

10. Complete Defense. This Agreement may be asserted as a complete defense to any alleged claim and/or cause of action that may be brought relating to the Lawsuit, the Complaint and/or the Counterclaims.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Settling Parties and their respective successors and assigns.

12. Benefit of Counsel. Each of the Settling Parties warrants that he/she/it has read the entire Agreement, understands it and has received or had the opportunity to receive independent legal advice from counsel to the extent he/she/it considers it warranted as to the advisability of executing this Agreement and with respect to all matters contained herein.

13. Joint Product. This Agreement is the product of bargained-for arms-length negotiations between the Settling Parties and their counsel in good faith and without collusion, and shall not be construed for or against any Settling Party or its representative(s) as a result of any purported authorship thereof.

14. Arizona Law. This Agreement shall be construed according to the laws of the State of Arizona.

15. Counterparts. This Agreement may be executed in one or more counterparts and, when those counterparts are taken together, shall constitute one original Agreement. True photocopies and/or facsimile copies of signatures shall be deemed as effective as original signatures.

16. Attorneys' Fees. In the event of any breach of this Agreement and/or any action taken to enforce this Agreement or address a breach thereof, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and any costs incurred in connection therewith, including non-taxable costs and legal expenses.

17. Entire Agreement. This Agreement contains the entire agreement and understanding between the Settling Parties concerning its subject matter and integrates and supersedes all other agreements of any kind, whether verbal or in writing, relating to the subject matter of this Agreement. Each of the undersigned warrants: (1) that no promise or inducement has been offered to him/her/it by the parties released or their representatives, except as set forth herein; and (2) that this Agreement is executed without reliance upon any statement or representation by the parties released or their representatives concerning the nature and extent of injuries and/or damages and/or legal liability therefor.

WHEREFORE, the Settling Parties have executed this Agreement, intending to be legally bound by it, on the date affixed by their signature.

WAYNE INDUSTRIAL HOLDINGS, LLC, a Nevada limited liability company, d/b/a Wayne Engineering

By: _____
Its: _____
Dated: _____

[Handwritten Signature]
MANAGER
12/28/15

TRUCKS WEST OF PHOENIX, INC., an Arizona corporation

By: _____
Its: _____
Dated: _____

CITY OF TEMPE, an Arizona municipal corporation

By: _____
Its: _____
Dated: _____

WHEREFORE, the Settling Parties have executed this Agreement, intending to be legally bound by it, on the date affixed by their signature.

WAYNE INDUSTRIAL HOLDINGS, LLC, a Nevada limited liability company, d/b/a Wayne Engineering

By: _____
Its: _____
Dated: _____

TRUCKS WEST OF PHOENIX, INC., an Arizona corporation

By: 
Its: President
Dated: 12/28/15

CITY OF TEMPE, an Arizona municipal corporation

By: _____
Its: _____
Dated: _____

**CITY OF TEMPE
REQUEST FOR COUNCIL ACTION****Council Meeting Date: 01/14/2016
Agenda Item: 5A8**

ACTION: Approve a performance agreement with Childsplay, Inc., to provide 1,000 tickets per year for ten years and five months free of charge to Tempe elementary schools to make performance art accessible to youth.

FISCAL IMPACT: The City will pay fees of \$200,000 (\$1,600 per month for the term of ten (10) years and five (5) months).

RECOMMENDATION: Approve agreement.

BACKGROUND INFORMATION: October of 2015, Childsplay, Inc. approached the City of Tempe to request removal of the deed restrictions on the Mitchell School property known as the Sybil B. Harington Campus for imagination and Wonder, to allow Childsplay to acquire additional working capital. Instead, this performance agreement will provide working capital funds to Childsplay in exchange for additional performances for Tempe youth. The City of Tempe and Childsplay are committed to making the arts accessible to Tempe youth. This partnership will introduce youth-based performances to benefit Tempe elementary students and to encourage the arts in Tempe. The City will pay a fee to Childsplay, Inc., an Arizona non-profit corporation, to provide 1,000 tickets free to Tempe elementary schools for two performances per year for City of Tempe sponsored shows at the Tempe Center for the Arts. Childsplay plays a crucial role in promoting the arts in Tempe, and encourages significant benefits of performance-based art for the Tempe community and in particular, for the youth of the community.

ATTACHMENTS: Performance Agreement.

STAFF CONTACT(S): Shelley Hearn, Community Services Director (Ext. 8906)

Department Director: Shelley Hearn, Community Services Director
Legal Review by: Judi Baumann, City Attorney
Prepared by: Mari Yennie, Executive Assistant

**CITY OF TEMPE
CHILDSPLAY, INC. - PERFORMANCE AGREEMENT
Contract No. C2016-xx**

This Performance Agreement (“Agreement”) is entered into as of January 14, 2016 (the “Effective Date”), by and between Childsplay, Inc., an Arizona non-profit corporation, (“Childsplay”), and the City of Tempe, an Arizona municipal corporation (“City”). Childsplay and the City may be referred to jointly as the “Parties”, and each separately as a “Party”.

RECITALS

- A. The City and Childsplay are parties to certain agreements, including the Development and Disposition Agreement, dated March 2, 2006, as amended (C2006-20a, C2006-60C), and to a Settlement Agreement (C2006-60B);
- B. Childsplay is recognized as an integral component of the Tempe arts community and is committed to the cultivation of performance-based art for the benefit of young people in Tempe and the surrounding community, and is nationally renowned for contributing to the arts;
- C. The City of Tempe and Childsplay are committed to making the arts accessible to Tempe youth, to facilitating the provision of a variety of free or reduced-rate community arts events, to introducing new arts initiatives to benefit Tempe youth and the public, and to providing other public benefits to promote and encourage the arts in Tempe; and,
- D. In keeping with the Parties’ contributions toward performance arts programming, the Parties desire to enter into an Agreement for the provision of such programming for the students of Tempe schools, under the terms and for the consideration set forth herein.

AGREEMENT

1. Performances. Childsplay shall provide one thousand (1,000) free tickets for school performances in Tempe elementary schools each year, for ten (10) years and five (5) months. Tickets are valued at \$20 per student. Performances shall be scheduled at least two (2) times per year coordinated with the City and Childsplay. Childsplay hereby agrees to work with the City to coordinate dates that work for the Tempe Elementary schools.

2. Fee. In consideration for the provision of performance as set forth herein, the fee for the entire ten (10) year and five (5) months term is Two Hundred Thousand (\$200,000) dollars, which shall be payable by the City to Childsplay, immediately upon the effective date of this Agreement.

3. Term. The term of this Agreement will begin on the date indicated herein and end no later than June 30, 2026, at which time the obligation to provide the free tickets under this Agreement will automatically expire, unless otherwise agreed to by the Parties in writing. This Agreement may be terminated earlier by either Party upon thirty (30) days’ prior written notice to the other Party. In the event of termination by the City, Childsplay agrees to refund the fee for

the remaining term of the Agreement. Calculated on a pro-rata basis, with the total fee refunded to the City within one hundred twenty (120) days of the termination date.

4. Default. If either Party fails to comply with or observe any other provision of this Agreement, in addition to any other remedy that may be available to the non-defaulting Party, whether at law or in equity, either Party may terminate this Agreement upon providing writing notice to the other as set forth herein. The defaulting Party shall have thirty (30) days from receipt of such notice to cure any default. In the event of default on the part of Childsplay, the fee for the remaining Term of the Agreement shall be refunded to the City calculated on a pro-rata basis, as set forth in Section 4 herein, with the total fee refunded to the City within sixty (60) days of the termination date.

5. Interpretation. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement shall be governed by the laws of Arizona.

6. Authority. The individual signing below on behalf of City and Childsplay hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of City and Childsplay and that this Agreement is binding upon City and Childsplay in accordance with its terms.

7. Miscellaneous Provisions.

- (a) Nondiscrimination. The Parties agree to comply with all applicable city, state and federal laws, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the American Disabilities Act, as amended from time to time, and agree to fully abide by the Tempe City Code, Sec. 2-600, *et seq.*, Human Relations.
- (b) Conflict of Interest. This Agreement may be cancelled pursuant to the provisions of A.R.S. § 38-511.
- (c) Notice. All notices given or to be given under this Agreement shall be in writing, by certified mail return receipt requested, and shall be addressed to each Party at the address provided herein or as amended. Notices shall be addressed as follows:

If to Childsplay:
Childsplay, Inc.
Attn: Managing Director
900 S. Mitchell Drive
Tempe, Arizona 85281

If to City:

City of Tempe
Attn: City Manager
31 East 5th Street
Tempe, Arizona 85281

IN WITNESS WHEREOF, Childsplay and City have executed this Agreement as of the date first above written.

CHILDSPLAY, Inc., an Arizona non-profit corporation

Signature: _____

Printed Name: _____

Title: _____

CITY OF TEMPE, an Arizona municipal corporation

Signature: _____

Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

CITY OF TEMPE
REQUEST FOR COUNCIL ACTION

Council Meeting Date: 01/14/2016
Agenda Item: 5B1

ACTION: Approve the renewal of a one-year contract with AP Fire Protection, LLC for the inspection, servicing, repairing, and upgrading of fire alarms and fire extinguishers throughout the City.

FISCAL IMPACT: Total cost of this contract will not exceed \$85,000 during the one-year renewal period. Sufficient funds have been appropriated in the General Fund – cost center 3241 (Facilities Services) – for the anticipated expenditures in the current fiscal year.

RECOMMENDATION: Approve the renewal of the contract.

BACKGROUND INFORMATION: (T14-078) City Council originally approved the award of a contract to AP Fire Protection, LLC on February 13, 2014 for an initial one-year period with four, one-year renewal options, for the inspection, servicing, repairing, and upgrading of fire alarms and fire extinguishers throughout the City. This renewal request is for the second of four available renewal options.

The City has 45 buildings/facilities with fire monitoring equipment and fire extinguishers which require periodic service that is covered by this contract.

Fire codes require that alarm panels, fire system components and fire extinguishers be certified at least annually to insure proper operation. This contract also covers required servicing, repairing and upgrading of components as needed to insure proper operations in emergencies and compliance with fire code.

Contractor Performance

The performance of AP Fire Protection was rated by the Internal Services Department on the following criteria:

Criteria	Score
Personnel are responsive, cooperative and available	A
Overall quality of products or services delivered	A
Timeliness of performance	A
Quality of follow-up in resolving complaints or problems	A
Firm's promptness in submitting accurate invoices	A

A = Exceeds standards; B = Meets standards; C = Below standards

Renewal Cost

There is no cost increase associated with the renewal.

ATTACHMENTS: None

STAFF CONTACT(S): Jennifer Adams, Facility Maintenance Manager, (480) 350-8835

Department Director: Renie Broderick, Internal Services Director
Legal review by: David Park, Assistant City Attorney
Prepared by: Tony Allen, CPPB, Procurement Officer

CITY OF TEMPE
REQUEST FOR COUNCIL ACTION

Council Meeting Date: 01/14/2016
Agenda Item: 5B2

ACTION: Approve the renewal of a one-year contract with Fluoresco Services for area and path lighting maintenance and repairs.

FISCAL IMPACT: Total cost of this one-year contract renewal will not exceed \$150,000. Sufficient funds have been appropriated in the Transit Fund – cost center 3914 (Transit Operations) – and the General Fund – including cost centers 2550 (Park Maintenance) and 3240 (Facility Maintenance) – for the anticipated expenditures in the current fiscal year.

RECOMMENDATION: Approve the renewal of the contract.

BACKGROUND INFORMATION: (RFP 14-084) City Council originally approved the award of a contract for area and path lighting maintenance on February 13, 2014 for an initial one-year period with four one-year renewal options. This renewal request is the second of four available renewal options.

Work under this contract includes repair, maintenance and upgrading of lighting systems on multi-use paths, outdoor lighting at Transit Facilities, outdoor lot lighting, ballfield lighting, sports court lighting, bus shelter lighting and any similar fixtures.

Contractor Performance

The performance of the company was rated as follows:

Criteria	Grade
Personnel are responsive, cooperative and available	A
Overall quality of products or services delivered	A
Timeliness of performance	C
Quality of follow-up in resolving complaints or problems	A
Firm's promptness in submitting accurate invoices	C

A = Exceeds Standards; B = Meets Standards; C = Below Standards

The issues relating to timeliness and promptness of submitting invoices have been discussed with Fluoresco Services. The utilizing departments will closely monitor performance in this category to insure contract compliance.

Renewal Cost

The company agreed to renew with no change in pricing.

ATTACHMENTS: None

STAFF CONTACT(S): Shelly Seyler, Deputy Public Works Director – Transit/Traffic Engineering, (480) 350-8854
Jennifer Adams, Facility Maintenance Manager, (480) 350-8835
Julie Hietter, Public Works – Administration Manager, (480) 350-8412

Department Director: Renie Broderick, Internal Services Director
Legal review by: David Park, Assistant City Attorney
Prepared by: Tony Allen, CPPB, Procurement Officer

**CITY OF TEMPE
REQUEST FOR COUNCIL ACTION**
**Council Meeting Date: 01/14/2016
Agenda Item: 5B3**

ACTION: Approve one-year contract renewals with Foster Electric Motor Service, Inc., The Pump Company, and Weber Water Resources, LLC, to maintain and repair equipment and purchase parts for City-owned well facilities.

FISCAL IMPACT: Total combined cost of the two-year renewals will not exceed \$700,000. Sufficient funds have been appropriated in the General Fund – cost center 2554 (Parks Maintenance – Rio Salado), Golf Fund – cost center 2512 (Ken McDonald Golf Course), and Water/Wastewater Fund – cost centers 3016 (Water Field Facilities) and 3035 (Wastewater Field Facilities).

RECOMMENDATION: Approve the contract renewals.

BACKGROUND INFORMATION: (Contracts WUD14-034-01, 02, and 03) City Council originally approved the award of these contracts on January 9, 2014 (with an effective date of February 1, 2014) for an initial one-year period with four, one-year renewal options. This renewal request is the second of four available renewal options.

These contracts are utilized by Public Works Field Operations and Water Utilities to maintain and repair water and wastewater well equipment.

There are currently 19 water wells located throughout the City. The water pumped from the wells is used to supplement production within the drinking water distribution and irrigation systems (Ken McDonald Golf Course) and for filling of ponds (Rio Salado Indian Bend Habitat). The water well pumps that may be serviced or replaced under these contracts generally range in cost from \$20,000 to \$80,000

Contractor Performance

The performance of the contractors was rated by City staff as follows:

Criteria	Foster Electric Motor Services, Inc.	The Pump Company*	Weber Water Resources, LLC
Personnel are responsive, cooperative, and available	B	N/A	B
Overall quality of products or services delivered	B	N/A	B
Timeliness of performance	B	N/A	B
Quality of follow-up in resolving complaints or problems	B	N/A	B
Firm's promptness in submitting accurate invoices	B	N/A	B

(Grading Scale: A = Exceeds Standards, B = Meets Standards, and C = Below Standards)

*The Pump Company has not been utilized to date under the scope of this contract.

Renewal Pricing

All firms agreed to renew with no increase in pricing.

ATTACHMENTS: N/A

STAFF CONTACT(S): Marilyn DeRosa, Deputy Public Works Director - Water Utilities, (480) 350-2660

Department Director: Renie Broderick, Internal Services Director
 Legal review by: David Park, Assistant City Attorney
 Prepared by: Ted Stallings, CPPB, Procurement Officer

**CITY OF TEMPE
REQUEST FOR COUNCIL ACTION**

**Council Meeting Date: 01/14/2016
Agenda Item: 5B4**

ACTION: Award a contract to EBWC, Inc. dba CASM to purchase and install 18 replacement air conditioning units at the Westside Multi-Generational Center.

FISCAL IMPACT: Total cost of this one-year contract will not exceed \$110,000. Sufficient funds have been budgeted in the General Governmental CIP Fund – cost center 6873 (HVAC Equipment Replacement) – for the anticipated spending in the current fiscal year.

RECOMMENDATION: Award the contract.

BACKGROUND INFORMATION: (RFP 16-092) The City of Tempe issued a Request for Proposal (RFP) to establish a contract to purchase and install eighteen air conditioner units replacing units at the Westside Multi-Generational Center that have reached the end of their useful life.

Evaluation Process

Eight proposals were received and evaluated by a review committee made up of Internal Services staff.

The offers were reviewed and evaluated on the following criteria:

Criteria		Weight
Cost		6 (35%)
Equipment offered		6 (35%)
	Meets requirement of RFP	
	Warranty	
Firm		4 (24%)
	Qualifications	
	Compliance	
	Timeline	
	References	
Overall response to RFP		1 (6%)
	Quality, composition & completeness	
	Acceptance of terms and conditions	

Scoring

Firm	Score	Cost
EBWC, Inc. dba CASM	163.80	\$109,874
Service Pros Plumbing, Heating & Cooling, Inc.	161.27	\$111,786
O'Neill Mechanical Services, Inc.	157.79	\$119,885
365 Mechanical, LLC	155.86	\$113,548
Noble Air	150.33	\$122,005
Pueblo Mechanical and Controls	145.69	\$146,886
Innovative Mechanical Systems	143.38	\$127,800
Delta BAP, Inc.	132.69	\$111,945

It is the recommendation of the review committee that a contract be offered to CASM who has scored highest and submitted the lowest cost.

ATTACHMENTS: Vendor offer page.

STAFF CONTACT(S): Jennifer Adams, Facility Maintenance Manager, (480) 350-8835

Department Director: Renie Broderick, Internal Services Director

Legal review by: David Park, Assistant City Attorney

Prepared by: Tony Allen, CPPB, Procurement Officer

Vendor's Offer

"Return this Section with your Response"

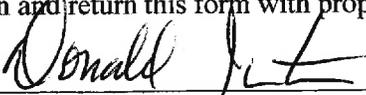
Offeror must complete, sign and submit an original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below.

Company Name: <u>EBWC INC, DBA CASM</u>	
Company Purchase Order Mailing Address:	
Street Address: <u>219 S. WILLIAM DILLARD DR BLDG1 SUITE 101</u>	
City, State, Zip: <u>GILBERT, AZ 85233</u>	
Contact Person: <u>DONALD JOESTEN</u>	Phone Number: <u>480-600-9905</u>
E-mail Address: <u>DON@CASM-INC.COM</u>	Cell Number: _____
<u>Remit To Information</u>	
Company Name (as it appears on invoice): <u>SAME</u>	
Company Payment Remit To Address :	
Street Address: <u>SAME</u>	
City, State, Zip: _____	
<u>Company Tax Information</u>	
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.:	<u>28451</u>
<u>Payment Options</u>	
Will your company accept the City's Master Card for payment?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

	<u>11-9-2015</u>
Signature of Authorized Offeror	Date
<u>DONALD JOESTEN</u>	<u>VP</u>
Print or Type Name of Authorized Individual	Title of Authorized Individual

**CITY OF TEMPE
REQUEST FOR COUNCIL ACTION**

**Council Meeting Date: 01/14/2016
Agenda Item: 5B5**

ACTION: Award a one-year contract with four, one-year renewal options to North Star Destination Strategies, which will act as the consultant for the 'Branding of Tempe' project.

FISCAL IMPACT: Total cost of this one-year contract will not exceed \$100,000. Sufficient funds have been budgeted in the Restricted Revenue & Donations Fund – cost center 44106 (Tempe 11) – for the anticipated expenditure in the current fiscal year.

RECOMMENDATION: Award the contract.

BACKGROUND INFORMATION: (RFP 15-148) The City of Tempe issued a Request for Proposal (RFP) to establish a contract to secure the services of a qualified consultant to assist with the 'Branding of Tempe' project.

A brand is the emotionally felt, motivating character of a product, or, in this case, a place. Tempe's character is already felt in various ways by stakeholders, including residents, businesses and visitors. The branding process is about uncovering those individual feelings and solidifying/unifying them in order to create and maintain a preference for Tempe as a place to live, do business and visit. The end product will guide City communication activities for years since the essence of what is appealing and motivating about Tempe is not fleeting, only the specific tactics needed to communicate that essence may change.

Work would begin in early 2016 and take roughly 6 months to complete. The development of the Tempe brand would include; meetings with stakeholders (both inside and outside of the community), meetings with Council, statistically significant surveys, research, brainstorming sessions and more. The recommended brand for Tempe will be the result of solid research and strategy developed with the consultant.

Four renewal options have been incorporated into the contract to allow for future potential assistance as the branding program is implemented.

Evaluation Process

Twenty proposals were received and evaluated by a review committee made up of individuals from; City of Tempe, Arizona State University, Tempe Chamber of Commerce, Tempe Tourism Office and Downtown Tempe Authority. A multi-step process was utilized which has taken approximately 6 months to complete.

The offers were reviewed and evaluated on the following criteria:

Criteria	Weight
Cost	6 (38%)
Project development	
Hourly rate	
Firm	5 (31%)
Qualifications	
Experience with similar projects	
References	
Project Approach	4 (25%)
Understanding of scope of services	
Proposed methodology	
Timeline for development	
Overall response to RFP	1 (6%)
Quality, composition & completeness	
Acceptance of terms and conditions	
Interview – if held	100 points

Step 1

Each individual committee member separately scored the firms based on submitted proposals. The table below contains the result of that process:

Firm Name	Score	Submitted Cost
Cubic	132.19	\$48,000
North Star Destination Strategies	130.22	\$82,200
Esser Design	129.95	\$38,000
Lucid Agency	125.97	\$39,990
Strategic Advisory Group	125.61	\$48,000
Awe Collective	117.89	\$32,225
Kitchen Sink Studios	114.44	\$48,000
Owens Harkey Advertising	111.11	\$95,700
HAPI	110.73	\$75,000
Six Degrees	109.26	\$99,300
Sitewire	105.23	\$78,000
Marketing QuarterBack Consulting	102.17	\$32,355
BJC Public Relations	101.34	\$98,000
On Advertising	98.23	\$86,465
The Research Associates	96.62	\$78,000
Addison Whitney	79.51	\$171,000
Allison & Partners	78.54	\$163,000
AMF Media Group	75.47	\$165,000
New England Consulting Group	72.78	\$575,000
Licensing Brands	70.51	\$164,227

Step 2

After a committee discussion of the individual committee members scoring, where individuals introduced observations and opinions related to the submittals, the top 10 scoring firms were further evaluated based on discussion information. Only factors related to qualification and suitability of proposals were reevaluated. The table below contains the result of that process:

Firm Name	Score	Submitted Cost
Cubic	139.84	\$48,000
North Star Destination Strategies	134.22	\$82,200
Strategic Advisory Group	123.37	\$48,000
Owens Harkey Advertising	115.90	\$95,700
Lucid Agency	114.38	\$39,990
Esser Design	113.79	\$38,000
Six Degrees	110.38	\$99,300
Kitchen Sink Studios	109.82	\$48,000
Awe Collective	107.96	\$32,225
HAPI	101.75	\$75,000

Step 3

The top seven scoring firms were invited to participate in one-hour interviews in which the firms were given the opportunity to describe their process, highlight their expertise and answer questions from the committee. The table below contains the result of that process:

Firm Name	Interview Score	Step 2 Score	Total	Submitted Cost
North Star Destination Strategies	100.00	134.22	234.22	\$82,200
Cubic	85.00	139.84	224.84	\$48,000
Strategic Advisory Group	80.00	123.37	203.37	\$48,000
Owens Harkey Advertising	80.00	115.90	195.90	\$95,700
Six Degrees	70.00	110.38	180.38	\$99,300
Lucid Agency	50.00	114.38	164.38	\$39,990
Esser Design	50.00	113.79	163.79	\$38,000

Recommendation

The committee believes that some of the submitting firms, while well qualified as ad agencies or website designers, did not have the expertise necessary to craft a successful 'branding' campaign as requested by the Request for Proposal. While pricing is an important consideration in any evaluation, the qualifications and experience of a firm are more critical elements when a contract of this nature is considered.

North Star Destinations Strategies, who has assisted with the successful branding campaigns of a multitude of cities including; Providence, Columbus and Fargo, to name a few, possesses the highest qualifications and experience of the submitting firms.

It is the unanimous recommendation of the review committee to award a contract to North Star Destination Strategies.

ATTACHMENTS: Vendor offer page.

STAFF CONTACT(S): Nikki Ripley, Communication and Media Relations Manager, (480) 350-8846

Department Director: Renie Broderick, Internal Services Director

Legal review by: David Park, Assistant City Attorney

Prepared by: Tony Allen, CPPB, Procurement Officer

Vendor's Offer

"Return this Section with your Response"

Offeror must complete, sign and submit an original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below.

Company Name: NORTH STAR DESTINATION STRATEGIES

Company Purchase Order Mailing Address:

Street Address: 209 DANYACREST DRIVE

City, State, Zip: NASHVILLE, TN 37211

Contact Person: DON MCEACHERN Phone Number: 615-232-2103 X 26

E-mail Address: DON@NORTHSTARIDEAS.COM Cell Number: 615- 943-9450

Remit To Information

Company Name (as it appears on invoice): NORTH STAR DESTINATION STRATEGIES

Company Payment Remit To Address :

Street Address: 209 DANYACREST DRIVE

City, State, Zip: NASHVILLE, TN 37211

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: N/A - WILL OBTAIN IF NEEDED

Payment Options

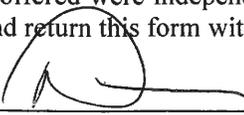
Will your company accept the City's Master Card for payment? Yes No

Will your company accept Payment via ACH (Automated Clearing House) for payment? Yes No

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.



Signature of Authorized Offeror

7.27.15

Date

DON MCEACHERN

Print or Type Name of Authorized Individual

PRESIDENT & CEO

Title of Authorized Individual

**CITY OF TEMPE
REQUEST FOR COUNCIL ACTION**

**Council Meeting Date: 01/14/2016
Agenda Item: 5B6**

ACTION: Approve the award of one-year contracts with four, one-year renewal options to Border States Industries, Capital Electric Supply, Summit Electric Supply, and Wesco Distribution to purchase electrical supplies.

FISCAL IMPACT: Total cost of these four contracts will not exceed \$400,000 during the one-year contract period. Sufficient funds have been appropriated in multiple funds including the General, Water/Wastewater, Transit, Highway User, and Capital Improvement Projects.

RECOMMENDATION: Approve the award of the contracts.

BACKGROUND INFORMATION: (16-101) The City of Tempe issued a Request for Proposal (RFP) to establish contracts to purchase electrical supplies used in the routine repair, maintenance and upgrading of electrical systems throughout the City.

Evaluation Process

Four proposals were received and scored based on the following criteria:

Criteria		Weight
Cost		6 (38%)
	Laundry list*	
	Discounts offered	
Inventory levels and location of facility		5 (31%)
	Available product lines	
	Local and backup inventory	
	Delivery time	
	Proximity to Tempe for part pickup	
Firm		4 (25%)
	Experience of firm	
	References	
Overall response to RFP		1 (6%)
	Quality, composition & completeness	
	Acceptance of terms and conditions	

* A 'Laundry list' of 60 items commonly purchased by the City was used to evaluate the pricing of submitting firms.

Scoring

Firm	Score	Cost for Laundry Basket
Capital Electric Supply	157.03	\$37,803
Summit Electric Supply	155.78	\$38,755
Wesco Distribution	152.95	\$35,726
Border States Industries	150.53	\$38,178

Scoring and pricing between submitting firms was equivalent. Since it is critical to minimize downtime of City infrastructure and facilities, it is recommended that contracts be awarded to all four submitting firms creating a pool from which repair parts can be purchased.

Utilization of firms will be monitored and if data indicates that a pool of four suppliers is unnecessary, adjustments will be made at contract renewal periods.

ATTACHMENTS: Vendor offer pages

STAFF CONTACT(S): Jennifer Adams, Facility Maintenance Manager, (480) 350-8835
Marilyn DeRosa, Deputy Public Works Director – Water Utilities, (480) 350-2660
Shelly Seyler, Deputy Public Works Director – Transit/Traffic Engineering, (480) 350-8854

Department Director: Renie Broderick, Internal Services Director

Legal review by: David Park, Assistant City Attorney

Prepared by: Tony Allen, CPPB, Procurement Officer

Vendor's Offer

"Return this Section with your Response"

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Company Name:	Border States Industries, Inc.		
Company Purchase Order Mailing Address:			
Street Address:	5519 E Washington St		
City, State, Zip:	Phoenix, AZ 85034		
Contact Person:	Rick Carroll	Phone Number:	(602) 797-4715
E-mail Address:	rcarroll@borderstates.com	Cell Number:	(480) 862-0302
<u>Remit To Information</u>			
Company Name (as it appears on invoice):	Border States Electric Supply		
Company Payment Remit To Address :			
Street Address:	PO Box 52516		
City, State, Zip:	Phoenix, AZ 85072-2516		
<u>Company Tax Information</u>			
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.:			
<u>Payment Options</u>			
Will your company accept the City's Master Card for payment?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

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Signature of Authorized Offeror

12-14-15
Date

Jim McFadden
Print or Type Name of Authorized Individual

Branch Manager
Title of Authorized Individual

Vendor's Offer

"Return this Section with your Response"

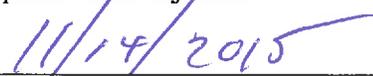
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Company Name:	Capital Electric Supply		
Company Purchase Order Mailing Address:			
Street Address:	2405 W Geneva		
City, State, Zip:	Tempe AZ 85282		
Contact Person:	Jim Dunn	Phone Number:	480-968-9341
E-mail Address:	jdunn@capitaltempe.com	Cell Number:	602-680-0896
<u>Remit To Information</u>			
Company Name (as it appears on invoice):	CED - Phoenix		
Company Payment Remit To Address :			
Street Address:	P. O. Box 15367		
City, State, Zip:	Scottsdale, AZ 85267		
<u>Company Tax Information</u>			
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.:	64359		
<u>Payment Options</u>			
Will your company accept the City's Master Card for payment?	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>

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Signature of Authorized Offeror	Date
	
Print or Type Name of Authorized Individual	Title of Authorized Individual

Vendor's Offer

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Company Name:	SUMMIT ELECTRIC SUPPLY				
Company Purchase Order Mailing Address:					
Street Address:	205 South 29 th Street				
City, State, Zip:	Phoenix, AZ 85034				
Contact Person:	Jerimiah Rhoden	Phone Number:	602-267-1000 EXT 4228		
E-mail Address:	Jerimiah.rhoden@summit.com	Cell Number:	602-980-3852		
<u>Remit To Information</u>					
Company Name (as it appears on invoice):	SUMMIT ELECTRIC SUPPLY				
Company Payment Remit To Address :					
Street Address:	PO BOX 848345				
City, State, Zip:	Dallas, TX 75284				
<u>Company Tax Information</u>					
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.:	N/A				
<u>Payment Options</u>					
Will your company accept the City's Master Card for payment?	***Not for AR***	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Will your company accept Payment via ACH (Automated Clearing House) for payment?		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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 Signature of Authorized Offeror	12/16/17 Date
Jerimiah Rhoden Print or Type Name of Authorized Individual	Account Manager Title of Authorized Individual

Vendor's Offer

“Return this Section with your Response”

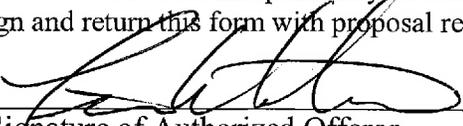
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Company Name: <u>WESCO Distribution</u>	
Company Purchase Order Mailing Address:	
Street Address: <u>3425 E. Van Buren St. Suite 140</u>	
City, State, Zip: <u>Phoenix, AZ 85008</u>	
Contact Person: <u>Kristen Stone</u>	Phone Number: <u>480-233-5545</u>
E-mail Address: <u>kstone@wesco.com</u>	Cell Number: <u>480-233-5545</u>
<u>Remit To Information</u>	
Company Name (as it appears on invoice): <u>WESCO Distribution, Inc.</u>	
Company Payment Remit To Address :	
Street Address: <u>3425 E. Van Buren St. Suite 140</u>	
City, State, Zip: <u>Phoenix, AZ 85008</u>	
<u>Company Tax Information</u>	
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: <u>n/a</u>	
<u>Payment Options</u>	
Will your company accept the City’s Master Card for payment?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

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 <hr/> Signature of Authorized Offeror	<u>12/16/2015</u> <hr/> Date
<u>Tim Wheaton</u> <hr/> Print or Type Name of Authorized Individual	<u>District Sales Manager</u> <hr/> Title of Authorized Individual

CITY OF TEMPE
REQUEST FOR COUNCIL ACTION**Council Meeting Date: 01/14/2016**
Agenda Item: 5B7

ACTION: Award two-year contracts with three, one-year renewal options to Arizona Catering, Inc., Atlasta Catering Service, Inc., Santa Barbara Catering Company, The Herb Box, Fabulous Food, Heidi's Events and Catering, Inc., Dancing Chef Catering, and The Dhaba to provide catering services at the Tempe Center for the Arts.

FISCAL IMPACT: This is a no cost contract to the City. The City will receive commission revenues and annual listing fees from all awarded firms.

RECOMMENDATION: Award the contracts.

BACKGROUND INFORMATION: (RFP #16-081) The City of Tempe issued a Request for Proposal (RFP) to establish a "Preferred Vendors" list to provide catering services at the Tempe Center for the Arts (TCA). Listed vendors are granted the opportunity to bid on contracts with TCA clients for one or more of the following categories:

- Category 1 – Full spectrum catering service including drop-off service
- Category 2 – Small scale food provision with limited service only

Category 1 vendors will have the flexibility to offer a variety of appealing menu options at several different price points for a full spectrum of catered events including, but not limited to, large scale events with guest counts up to 600 and small scale drop-off catering with limited services. Events may include, but not be limited to, weddings, bar/bat mitzvahs, dinners, receptions and fund-raising events requiring hot and cold foods, buffets, plated dinners with table service, passed hors d'oeuvres, similar full service options, and all options listed in Category 2 below, if desired.

Category 2 vendors will offer a variety of appealing lighter fare menu items in a broad range of pricing including, but not limited to, sandwiches and sandwich trays, salads, box lunches, cookie trays, coffee/tea/water service, continental breakfast items and snacks, and providing drop-off with limited service for small events typically serving 10 to 150 guests. Category 2 events may include, but not be limited to, meetings, small receptions, business meeting coffee breaks, backstage food service needs, and similar events.

Evaluation Process

The City received nine proposals that were evaluated by a committee comprised of Community Services and Financial Services Staff. The following firms responded:

- Arizona Catering, Inc.
- Fabulous Food
- Atlasta Catering Service, Inc.
- Santa Barbara Catering Company
- Heidi's Events and Catering, Inc.
- The Herb Box
- Dancing Chef Catering
- The Dhaba
- My Big Fat Greek Restaurant

The proposals were scored using the following criteria:

Criteria	Weight
Experience of Offeror in providing catering services applicable to the category selected	30%
Variety of proposed menus, quality, and pricing	30%
Quality and thoroughness of work plan and experience of key personnel	20%
References	15%
Quality and completeness of proposal and acceptance of terms and conditions	5%
Additional Criteria for Category 1 offers only: Financial capability of Offeror	20%

My Big Fat Greek Restaurant's proposal was determined to be non-responsive because it was incomplete and lacked a majority of the required information contained within the Request for Proposal document.

Results of Scoring

The following tables show the evaluation committee scores for each Category proposed. All firms are listed in rank order.

Category 1 – Full Spectrum Catering Service including Drop-off Service

Offeror	Score
Arizona Catering, Inc.	1,200
Fabulous Food	1,170
Atlasta Catering Service, Inc.	1,160
Santa Barbara Catering Company	1,155
Heidi's Events and Catering, Inc.	1,115
The Herb Box	875

Category 2 – Small Scale Food Provision with Limited Service Only

Offeror	Score
Dancing Chef Catering	1,000
The Dhaba	855

Recommendation

The evaluation committee recommends awarding the Categories as follows:

Category 1 – Full Spectrum Catering Service

Offeror	Annual Listing Fee	Commission Rates
Arizona Catering, Inc.	\$2,500	14%
Fabulous Food	\$2,500	14%
Atlasta Catering Service, Inc.	\$2,500	14%
Santa Barbara Catering Company	\$2,500	14%
Heidi's Events and Catering, Inc.	\$2,500	14%
The Herb Box	\$2,500	14%

Category 2 – Small Scale Food Provision with Limited Service

Offeror	Annual Listing Fee	Commission Rates
Dancing Chef Catering	\$375	10%
The Dhaba	\$375	10%

By awarding multiple firms for each Category, clients of the TCA will have a preferred list of several catering firms from which to select the one that best meets their needs. The recommended caterers represent a variety of food options and price points that have been in demand for the TCA.

ATTACHMENTS: Proposal Offer Forms

STAFF CONTACT(S): Shelley Hearn, Community Services Director, (480) 350-8906

Department Director: Renie Broderick, Internal Services Director

Legal review by: David Park, Assistant City Attorney

Prepared by: Lisa Goodman, Procurement Officer

Vendor's Offer

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Company Name: <u>Arizona Catering, Inc.</u>	
Company Purchase Order Mailing Address:	
Street Address: <u>1716 West Main Street</u>	
City, State, Zip: <u>Mesa AZ 85201</u>	
Contact Person: <u>Jeannia Smith</u>	Phone Number: <u>480-898-8848</u>
E-mail Address: <u>jeannia@arizonacatering.com</u>	Cell Number: <u>480-709-6532</u>
<u>Remit To Information</u>	
Company Name (as it appears on invoice): <u>Arizona Catering</u>	
Company Payment Remit To Address :	
Street Address: <u>1716 West Main Street</u>	
City, State, Zip: <u>Mesa AZ 85201</u>	
<u>Company Tax Information</u>	
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____	
<u>Payment Options</u>	
Will your company accept the City's Master Card for payment?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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<u>Jeannia Smith</u>	<u>12-15-15</u>
Signature of Authorized Offeror	Date
<u>Jeannia Smith</u>	<u>Vice President of Marketing</u>
Print or Type Name of Authorized Individual	Title of Authorized Individual

Vendor's Offer

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Company Name:	<u>What's the Occasion? Catering, Inc. dba fabulous food</u>		
Company Purchase Order Mailing Address:			
Street Address:	<u>120 S. 26th Street</u>		
City, State, Zip:	<u>Phoenix Az 85034</u>		
Contact Person:	<u>Chantal Hause</u>	Phone Number:	<u>602-267-1818</u>
E-mail Address:	<u>Chause@fabulousfoodaz.com</u>	Cell Number:	<u>602-501-0540</u>
<u>Remit To Information</u>			
Company Name (as it appears on invoice):	<u>Fabulous Food Fine Catering and Events</u>		
Company Payment Remit To Address :			
Street Address:	<u>120 S. 26th Street</u>		
City, State, Zip:	<u>Phoenix, Az 85034</u>		
<u>Company Tax Information</u>			
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.:	_____		
<u>Payment Options</u>			
Will your company accept the City's Master Card for payment?	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>

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<u>Chantal Hause</u>	<u>11/23/15</u>
Signature of Authorized Offeror	Date
<u>Chantal Hause</u>	<u>Secretary / Treasurer</u>
Print or Type Name of Authorized Individual	Title of Authorized Individual

Vendor's Offer

"Return this Section with your Response"

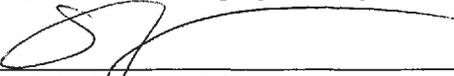
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Company Name:	<u>Atlanta Catering Service, Inc</u>		
Company Purchase Order Mailing Address:			
Street Address:	<u>428 E. Thunderbird Road PMB 146</u>		
City, State, Zip:	<u>Phx, AZ 85022</u>		
Contact Person:	<u>Steve Short</u>	Phone Number:	<u>602-242-8185</u>
E-mail Address:	<u>steve@atlatacatering.com</u>	Cell Number:	<u>602-721-9557</u>
<u>Remit To Information</u>			
Company Name (as it appears on invoice):	<u>Atlanta Catering</u>		
Company Payment Remit To Address :			
Street Address:	<u>same as above</u>		
City, State, Zip:			
<u>Company Tax Information</u>			
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.:	<u>71979</u>		
<u>Payment Options</u>			
Will your company accept the City's Master Card for payment?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	

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	<u>12.15.15</u>
Signature of Authorized Offeror	Date
<u>Steven L. Short</u>	<u>President/CEO</u>
Print or Type Name of Authorized Individual	Title of Authorized Individual

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Company Name:	<u>Santa Barbara Catering Company</u>		
Company Purchase Order Mailing Address:			
Street Address:	<u>1090 W. 5th Street</u>		
City, State, Zip:	<u>Tempe</u>	<u>AZ</u>	<u>85281</u>
Contact Person:	<u>Patricia Christofolo</u>	Phone Number:	<u>480/921-3150</u>
E-mail Address:	<u>pate@sbcc.com</u>	Cell Number:	<u>602/430-0760</u>
<u>Remit To Information</u>			
Company Name (as it appears on invoice):	<u>Santa Barbara Catering Company</u>		
Company Payment Remit To Address :			
Street Address:	<u>1090 W 5th Street</u>		
City, State, Zip:	<u>Tempe</u>	<u>AZ</u>	<u>85281</u>
<u>Company Tax Information</u>			
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.:	<u>43563</u>		
<u>Payment Options</u>			
Will your company accept the City's Master Card for payment?	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>

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Patricia Christofolo
Signature of Authorized Offeror

11.30.15
Date

Patricia Christofolo
Print or Type Name of Authorized Individual

President
Title of Authorized Individual

Vendor's Offer

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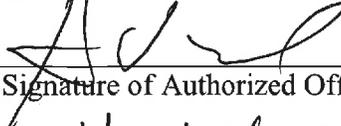
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Company Name:	<u>Heidis Events & Catering</u>		
Company Purchase Order Mailing Address:			
Street Address:	<u>2095 W. 15th St</u>		
City, State, Zip:	<u>Tempe, AZ 85281</u>		
Contact Person:	<u>Heidi Vail</u>	Phone Number:	<u>480-491-5254</u>
E-mail Address:	<u>Heidi@HeidisEvents.com</u>	Cell Number:	<u>480-734-0701</u>
<u>Remit To Information</u>			
Company Name (as it appears on invoice):	<u>Heidi's Events & Catering, Inc.</u>		
Company Payment Remit To Address :			
Street Address:	<u>2095 W. 15th St</u>		
City, State, Zip:	<u>Tempe, AZ 85281</u>		
<u>Company Tax Information</u>			
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.:	<u>90-0825020</u>		
<u>Payment Options</u>			
Will your company accept the City's Master Card for payment?	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes	<input type="checkbox"/>	No <input type="checkbox"/>

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 Signature of Authorized Offeror	<u>12.15.15</u> Date
<u>Heidi Vail</u> Print or Type Name of Authorized Individual	<u>C.E.O.</u> Title of Authorized Individual

Vendor's Offer

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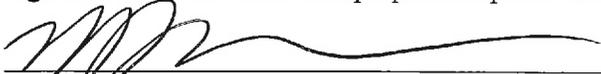
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Company Name: <u>The Herb Box Catering + Events</u>	
Company Purchase Order Mailing Address:	
Street Address: <u>7051 E. 5th Ave., Suite W</u>	
City, State, Zip: <u>Scottsdale, AZ 85251</u>	
Contact Person: <u>Michael S. Mazocco</u>	Phone Number: <u>480.289.6166</u>
E-mail Address: <u>MichaelM@herbboxcatering.com</u>	Cell Number: <u>480.292.4859</u>
<u>Remit To Information</u>	
Company Name (as it appears on invoice): <u>The Herb Box Catering Company</u>	
Company Payment Remit To Address :	
Street Address: <u>7051 E. 5th Ave., Suite W</u>	
City, State, Zip: <u>Scottsdale, AZ 85251</u>	
<u>Company Tax Information</u>	
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____	
<u>Payment Options</u>	
Will your company accept the City's Master Card for payment?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

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 12.16.15
Signature of Authorized Offeror Date

Michael S. Mazocco President
Print or Type Name of Authorized Individual Title of Authorized Individual

Vendor's Offer

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Company Name: <u>Mark Vanek dba Dancing Chef Catering</u>	
Company Purchase Order Mailing Address:	
Street Address: <u>109 E. Vista Del Cerro</u>	
City, State, Zip: <u>Tempe, AZ 85281</u>	
Contact Person: <u>Mark Vanek</u>	Phone Number: <u>480.276.4341</u>
E-mail Address: <u>thedancingchef@me.com</u>	Cell Number: <u>480.276.4341</u>
<u>Remit To Information</u>	
Company Name (as it appears on invoice): <u>Dancing Chef Catering</u>	
Company Payment Remit To Address :	
Street Address: <u>109 E. Vista Del Cerro</u>	
City, State, Zip: <u>Tempe, AZ 85281</u>	
<u>Company Tax Information</u>	
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: <u>124399</u>	
<u>Payment Options</u>	
Will your company accept the City's Master Card for payment?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

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X Mark Vanek
Signature of Authorized Offeror

December 16, 2015
Date

Mark Vanek
Print or Type Name of Authorized Individual

Owner/Operator
Title of Authorized Individual

Vendor's Offer

"Return this Section with your Response"

Offeror must complete, sign and submit an original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below.

Company Name: <u>The Dhaba</u>	
Company Purchase Order Mailing Address:	
Street Address: <u>1874 E Apache Blvd</u>	
City, State, Zip: <u>Tempe, AZ 85281</u>	
Contact Person: <u>Raveen Arora</u>	Phone Number: <u>(480) 557-8800</u>
E-mail Address: <u>raveen@the-dhaba.com</u>	Cell Number: <u>(480) 446-2824</u>
<u>Remit To Information</u>	
Company Name (as it appears on invoice): <u>The Dhaba</u>	
Company Payment Remit To Address :	
Street Address: <u>1874 E Apache Blvd</u>	
City, State, Zip: <u>Tempe, AZ 85281</u>	
<u>Company Tax Information</u>	
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: <u>122962</u>	
<u>Payment Options</u>	
Will your company accept the City's Master Card for payment?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

[Signature]
Signature of Authorized Offeror

RAVEEN ARORA
Print or Type Name of Authorized Individual

11/16/15
Date

President
Title of Authorized Individual



CITY OF TEMPE
REQUEST FOR COUNCIL ACTION

Council Meeting Date: 01/14/2016
Agenda Item: 5B8

ACTION: Award job order no. 3 to Achen-Gardner Construction L.L.C. and a professional services consultant contract to CDM Smith Inc. for sewer replacement at Carver Ranch Estates, south of Carver Road between Rural and Kyrene Roads.

FISCAL IMPACT: The total job order amount is \$797,755.67, the professional services contract amount is \$56,955, and the project contingency amount is \$80,000. Funds to cover these contracts and related costs are appropriated for fiscal year 2015/16 in Capital Improvement Project No. 3299969, Collection System and Pump Station Replacement and Repair.

RECOMMENDATION: Award job order no. 3 to Achen-Gardner Construction L.L.C. through existing job order contract no. C2015-239 and professional services contract to CDM Smith Inc.

BACKGROUND INFORMATION:

Contract Type: Construction Job Order.

Procurement Method:

Due to the project location, within a privately owned, gated community, and the complexity of the project, due to the condition of the existing sewer, it was determined that a JOC highly experienced in sewer systems would be the most appropriate delivery method for this project.

Achen-Gardner Construction L.L.C. was previously selected through a qualifications based process consistent with Arizona Revised Statutes. § 34-601 through 611 for job order contracting. The qualifications based selection process for job order contracting includes evaluating each contractor's statement of qualifications, in response to our request for qualifications (RFQ), and holding selection panel interviews with qualified firms based on the following criteria:

- 5% General description of the professional skills, experience and ability of the proposed firm;
- 15% Relevant experience and qualifications of the proposed firm;
- 15% Relevant experience of key personnel;
- 15% Understanding of and approach to performing required services;
- 5% Description of the firm's past project performance and available resources;
- 35% In depth discussion through question and answer session of the proposed firm's expertise, knowledge and qualifications of key personnel, and;
- 10% Overall evaluation of the proposed firm and its ability to provide the required services.

Once interviews are held, a final list of up to three qualified firms is established to negotiate and enter into contracts with. Once job order contracts are awarded, work is performed as a series of individual job orders. Scope, schedule and price are established for each individual job order, which is recommended to Mayor and Council for award if the job order exceeds \$50,000. For this work, staff has reviewed the proposal from Achen-Gardner Construction L.L.C. and found it to be reasonable for the scope of services.

Contract Type: Professional services consultant contract.

Procurement Method – On-call Consultant Short List:

CDM Smith Inc. was selected from the Engineering Division's On-call Consultant Short List based on the scope of work for this project, their familiarity with the project, and the specific expertise required for successful completion of this work. The Short List is established using a qualifications based selection process, pursuant to Arizona Revised Statutes (ARS) § 34-103. This selection process includes evaluation of the firms who apply for each discipline based on the following selection criteria and relative weights (ARS prohibits the use of pricing as a criterion for this qualifications based process):

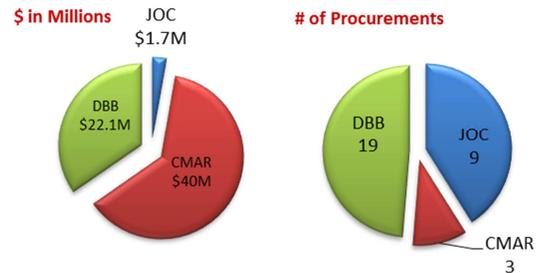
- 30% Overall capability and qualifications of the firm;
- 30% Relevant municipal project experience of the firm;

- 25% Qualifications and experience of the firm's key local staff, and;
- 15% Overall evaluation of the firm and its familiarity of local regulations.

Once CDM Smith Inc. was selected from the Short List, staff worked with them to finalize the scope of work and negotiate the design fee. The proposed labor rates submitted by CDM Smith Inc. were reviewed by staff and are consistent with industry standards.

Staff is providing a snapshot of the City's current CIP construction activity by procurement method:

- CMAR – Construction Manager at Risk
- DBB – Design, Bid, Build (low-bid)
- JOC – Job Order Contract



Project History:

This construction project is located within Carver Ranch Estates, a privately owned, secured/gated community in south Tempe. Nearly 100% of the new public sanitary sewer construction shall take place within the community's private streets which are designated as the public utility easement. The replacement sewer system will be connected to the existing sewer main near the entrance of the community on East Carver Road. Since this is a private community, which was developed nearly 40 years ago there may be many existing underground utilities and unknowns to contend with during construction. The existing sewer system in this community is very old and has been problematic for several years due to significant structural defects of the existing pipeline. The system has experienced localized pipe failures requiring partial reconstruction and continued maintenance over the past years. In addition, community residents have expressed their concerns regarding sewer odors due to the condition of the existing manholes and sewer lines. Maintaining operation of the existing fragile sewer system while constructing and connecting the new system will require a high degree of coordination and a well-qualified construction contractor. Project phasing and sequencing will be crucial in order to effectively create connections between the existing system and new system; and there may also be a need for sewer bypass pumping. This JOC contractor has extensive experience and expert knowledge on connection sequencing in order to reduce lengthy sewer disruptions and environmental hazards while providing odor mitigation during construction; and reducing or eliminating the need for sewer bypass pumping.

Scope of Work – Job Order Contract:

The scope of work for the JOC contractor is as follows:

- Installation of approximately 2,600 linear feet of new 8" sewer pipe, 11 manholes, and 36 service connections.
- Pavement restoration will be accomplished with a slurry seal and will also include restriping of speed humps.
- Restoration of existing neighborhood features and landscaping.
- Coordination with residents/property owners on sewer disruptions.
- Maintaining the current operation of the existing fragile sewer system while constructing and connecting the new system.
- Temporary sewer bypass pumping may be required and may consist of above ground bypass piping along the streets.

The project contingency has been established at \$80,000, approximately ten percent (10%) of the construction contract amount, to cover possible unforeseen conditions during construction.

Scope of Work – Professional Services Consultant Contract:

CDM Smith Inc. will provide construction administration and inspection services including attendance at pre-construction meeting, review of contractor's schedule and work plan, coordination of project permitting, construction site visits and inspections, review of monthly construction pay requests, and facilitating the development of as-built record drawings.

ATTACHMENTS: Job order construction contract and professional services contract.

STAFF CONTACT(S): Andy Goh, Deputy Public Works Director/City Engineer, (480) 350-8896

Department Director: Don Bessler, Public Works Director
 Legal review by: Judi Baumann, City Attorney
 Prepared by: Donna Rygiel, Engineering Contract Supervisor

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

JOB ORDER NO. 3 TO ACHEN-GARDNER CONSTRUCTION, L.L.C.
THROUGH EXISTING CONTRACT NO. C2015-239

SEWER REPLACEMENT – CARVER RANCH ESTATES

PROJECT NO. 3207401

This **JOB ORDER NO. 3** is entered into on this 14th day of January, 2016, by and between the **City of Tempe**, an Arizona municipal corporation (“City”) and **Achen-Gardner Construction, L.L.C.**, an Arizona corporation (“JOC”), through the existing Contract made and entered into by and between the parties on October 22, 2015, (Contract No. C2015-239).

SECTION 1 – JOB ORDER PRICE AND WORK LOCATION: JOC shall furnish any and all plant, materials, labor, construction equipment, services and transportation (all applicable taxes included) required for performing all work for the construction of Sewer Replacement – Carver Estates, (Project No. 3207401) (“Project”) for the sum of Seven Hundred Ninety Seven Thousand Seven Hundred Fifty Five and 67/100 Dollars (\$797,755.67), as detailed in the Proposal (Exhibit “A”) attached hereto and incorporated herein by this reference, and the work as described in the Technical Specifications (Exhibit “B”), and to completely and totally construct the same and install the materials therein for the Project, in a good and workmanlike and substantial manner and to the satisfaction of City or its properly authorized agents and strictly pursuant to and in conformity with the Specifications and Plans for the Project and other documents that may be requested by City through its Engineer or other properly authorized agents, as provided herein. The full street or physical address of the construction work location (“Work Location”) is 8200-8284 S. Pecan Grove Circle, Tempe, Arizona. JOC shall list the Work Location in any subcontract related to this job order at any level and each subcontractor shall likewise include the Work Location in any of its subcontracts.

SECTION 2 – REQUIRED SUBMITTALS: JOC shall submit the completed forms referenced in the Forms Appendix (Exhibit “B”) attached hereto to City for approval prior to receipt of a Notice to Proceed issued by City for the Project.

SECTION 3 – AMENDMENT: City of Tempe Contract No. C2015-239, the terms and conditions contained therein and all exhibits attached to the Contract and to this Job Order No. 3, are by reference incorporated into this Job Order No. 3. All provisions of the underlying Contract where not inconsistent with this Job Order No. 3 shall remain binding on the parties.

SECTION 4 – JOB ORDER TERM: Work shall start as soon as practicable, and in no case later than seven (7) calendar days after the Notice to Proceed is issued by City, and shall be completed within one hundred six (106) calendar days thereafter.

JOC further agrees to include the provisions of this Section in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

[SIGNATURE PAGE TO FOLLOW]

Sewer Replacement – Carver Ranch Estates
Project No. 3207401

DATED this 14th day of January, 2016.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Director

ATTEST:

Recommended by:

City Clerk

Deputy PW Director/City Engineer

APPROVED AS TO FORM:

City Attorney

JOC warrants that the person who is signing this Job Order on behalf of the JOC is authorized to do so and to execute all other documents necessary to carry out the terms of this Job Order.

ACHEN-GARDNER CONSTRUCTION, LLC.

By: _____
Signature

Printed Name

Its: _____
Title

Federal I.D. No./Social Security No.

EXHIBIT C

FORMS APPENDIX

The following forms shall be completed and submitted with each Job Order.

LIST OF SUBCONTRACTORSSB-1

STATUTORY PERFORMANCE BONDPB-1

STATUTORY PAYMENT BONDPB-3

STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34,
CHAPTER 6, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That _____ (“Principal”) and _____,
a corporation organized and existing under the laws of the State of _____, with
its principal office in the City of _____ (“Surety”), are held and firmly bound
unto _____ (“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 14th day of January, 2016, to complete Project No. 3207401, 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
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.

STATUTORY PAYMENT BOND
PURSUANT TO TITLE 34,
CHAPTER 6, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That _____ (“Principal”) and _____,
a corporation organized and existing under the laws of the State of _____,
with its principal office in the City of _____ (“Surety”), as held and firmly
bound unto _____ (“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 14th day of January, 2016, to complete Project No. 3207401, 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.

**CITY OF TEMPE DEPARTMENT OF PUBLIC WORKS
UNCONDITIONAL WAIVER AND RELEASE
FOR CONTRACTOR'S PAYMENT
AND SETTLEMENT OF CLAIMS**

Upon receipt of payment from the City of Tempe, the undersigned:

Contractor's Name: _____

Contractor's Address: _____

The undersigned has been paid and acknowledges having received final payment from the City of Tempe in the amount of \$_____ [state dollar amount for final, total contract amount] for full and final payment of all work, services, equipment, labor, skill and material furnished, delivered and performed by the undersigned for the city or anyone in the construction [or other services] for SEWER REPLACEMENT – CARVER RANCH ESTATES and PROJECT NO. 3207401 at the location of 8200-8284 S. Pecan Grove Circle; and does hereby waive and release any and all rights to mechanic's liens, any state or federal statutory bond right, any private bond right, any claim for payment and any and all rights under any applicable federal, state or local laws related to claim or payment rights for persons in the undersigned's position held on the above-referenced project against the City of Tempe, for this value received. The undersigned further agrees to defend, indemnify and hold harmless the City of Tempe against any and all liens, claims, suits, actions, damages, charges and expenses whatsoever, which the City may incur arising out of the failure or the undersigned to pay in full for all work, services, equipment, labor, skill and material furnished with regard to the project.

The undersigned, in consideration of the payment acknowledged, hereby warrants that he has already paid or will pay using the monies received from this final payment to promptly pay in full all of his contractors, subcontractors, laborers, materialmen and suppliers for all work, materials, equipment or services provided to the above-referenced project.

Contractor Signature

Date

By (Print Name and Title)

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if signed, even if you have not been paid. If you have not been paid in full, use a conditional release form.

[NOTARY SEAL TO FOLLOW]

STATE OF ARIZONA)
COUNTY OF MARICOPA)

On ____ day of _____, 2016, _____ personally appeared before me, and proved by lawful identification documents to be the person who signed the preceding document in my presence, and who affirmed to me that the contents therein are truthful and accurate to the best of his/her knowledge and belief.

Notary Seal

Notary Public

Printed Name

My Commission Expires:

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on the 14th day of January, 2016, by and between the City of Tempe, an Arizona municipal corporation (“City”), and **CDM Smith, Inc.**, a Massachusetts corporation (“Consultant”).

City engages Consultant to perform professional services for a project known and described as **Sewer Replacement – Carver Ranch Estates**, Project No. **3207401** (“Project”).

1. SERVICES OF CONSULTANT

Consultant shall perform the following professional services to City in conformance with applicable professional standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions:

- 1.1. Consultant shall provide construction management services, as described in Exhibit “A” attached.
- 1.2. Consultant has assigned Misti Burkman as the project manager for this Contract. Prior written approval by City is required in the event Consultant needs to change the project manager. Consultant shall submit the qualifications of the proposed substituted personnel to City for approval prior to any substitution or change.
- 1.3. Consultant shall obtain all necessary permits and licenses required for the performance of its work. Failure of Consultant to obtain said permits prior to the commencement of its work shall constitute a breach of this Contract.
- 1.4. Consultant shall perform the work in a manner and at times which do not impede or delay City’s operations and/or functions.
- 1.5. Consultant shall be solely responsible for any repair, replacement, remediation and/or clean-up of any damage done by Consultant including any impairment of access to City or other lawful invitees, by such work performed on this Project.

2. TERM OF CONTRACT

Consultant shall complete all services by June 10, 2016. In the event delays are experienced beyond the control of Consultant, the schedule may be revised as determined by City in its sole discretion, and pursuant to Section 3, Consultant’s Compensation.

3. CONSULTANT’S COMPENSATION

3.1. The method of payment for this Contract is payment by installments. Total compensation for the services performed shall not exceed \$56,955.00, unless otherwise authorized by City.

3.2. Payment for this Contract shall be based on the following Budget Schedule:

<u>Task Description</u>	<u>Method</u>	<u>Amount</u>
Construction Management Services	Hourly, Not to Exceed	\$56,955.00
Total Compensation Not to Exceed:		\$56,955.00

3.3. City shall pay Consultant by installments, each installment based upon monthly progress reports and related, detailed invoices submitted by Consultant. Submittals shall be based on the Budget Schedule and shall include supporting documentation for all Allowances. If Budget Schedule includes an Allowance for reimbursable expenses, in no event will payment exceed actual cost. Invoices shall include job titles and hourly rates when applicable. Hourly rates are established in the attached Exhibit “A” incorporated hereby by this reference and are in effect for the entire Contract term unless City provides written authorization for an hourly rate increase. Consultant shall not exceed any of the specified budget amounts for any Task or Allowance without prior written authorization from City. City may provide written authorization for the transfer of budget amounts between any of the Tasks or Allowances provided the total Contract amount does not exceed the amount indicated in Section 3.1.

3.4. If detailed invoice(s) and progress report(s) are approved by City, installment payments will be made within thirty (30) days after City’s approval.

3.5. Consultant acknowledges and agrees that invoices shall be submitted to City for review and approval no more than sixty (60) days after work or services have been performed. City reserves the right to deny in whole or in part, payment to Consultant, including but not limited to, fees and expenses contained in any invoice not received by the City within sixty (60) days of the date such work or services were performed. This in no way shall be construed to waive or diminish City’s rights and remedies for otherwise withholding funds under Arizona law.

4. CITY’S RESPONSIBILITIES

4.1. City shall designate a project manager during the term of this Contract. The project manager has the authority to administer this Contract and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by City on any aspect of the work shall be directed to the project manager.

- 4.2. City shall review requests for information related to the Project by Consultant and will endeavor to provide a prompt response to minimize delay in the progress of Consultant's work. City will also endeavor to keep Consultant advised concerning the progress of City's review of the work. Consultant agrees that City's inspection, review, acceptance or approval of Consultant's work shall not relieve Consultant of its responsibility for errors or omissions of Consultant or its subconsultant(s).
- 4.3. Unless included in Consultant's services as identified in Section 1, City may furnish with or without charge, upon Consultant's reasonable request, the following information to the extent it is within City's possession or control:
 - 4.3.1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, Consultant shall be solely responsible for searching the records and requesting specific drawings or information and independently verifying said information.
 - 4.3.2. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.
 - 4.3.3. When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

5. TERMINATION AND DEFAULT

- 5.1. City shall be entitled to terminate this Contract at any time, in its discretion. In addition, City may terminate this Contract for default, non-performance, breach or convenience, or abandon any portion of the Project for which services have not been fully or properly performed by Consultant. Termination shall be commenced by delivery of written notice delivered to Consultant, personally or by certified mail at 4835 E. Cactus Road, Suite 360, Phoenix, Arizona 85254. Termination shall be effective upon fourteen (14) days of delivery of notice to Consultant. In addition, this Contract may be terminated pursuant to A.R.S. § 38-511.
- 5.2. Upon the occurrence of Consultant's default, non-performance or breach of the Contract, City may recover any and all damages permitted by law or in equity against Consultant, in addition to termination of the Contract, including but not limited to compensatory damages, together with all costs and expenses as set forth in Section 12 herein.
- 5.3. In the event of Consultant's default, non-performance or breach, City agrees to, before exercising any right or remedy available to it, give Consultant written notice of the default, non-performance or breach. For the thirty (30) days following such notice, Consultant shall have the right to cure such default, non-

performance or breach.

- 5.4. If Consultant fails to cure, immediately after receiving notice of termination from City, Consultant shall discontinue performance under this Contract and proceed to close said operations under this Contract. Consultant shall submit a detailed breakdown of completed work to City for evaluation. City shall have the right to inspect Consultant's work to analyze the services completed. Payment to Consultant shall be determined by City upon approval or disapproval of the services completed as of the date of delivery of notice of termination, and pursuant to Section 5.9.
- 5.5. Within ten (10) days of receipt of notice of termination as set forth herein, Consultant shall deliver to City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by Consultant under the Contract, entirely or partially completed, together with all unused materials supplied by City.
- 5.6. In the event of such termination or abandonment, Consultant shall be paid only for those services performed in a good and workmanlike manner, in accordance with all plans, specifications and governmental requirements completed prior to receipt of said notice of termination, subject to approval by City. To the extent permitted by this Contract, such payment may include reimbursable expenses then incurred by Consultant, in City's sole discretion.
- 5.7. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by Consultant as determined and approved by City based upon the scope of work set forth in Exhibit "A." However, in no event shall the fee exceed that set forth in Section 3 of this Contract.
- 5.8. City shall make a determination as to approval or denial of any requested final payment within sixty (60) days after Consultant has delivered the last of the completed items and the final appraisal has been submitted to City.
- 5.9. The parties agree that in the event of any damages suffered by City as a result of any inexcusable delay, default, non-performance or breach by Consultant, Consultant agrees to reimburse City ten percent (10%) of the Contract amount per Section 3.1 for damages caused by its delay. This sum may be deducted from Consultant's payment or anticipated payment for failure to deliver and/or perform as specified. No premium will be awarded to Consultant for delivery and/or performance within the Contract term. Waiver by City of any of the provisions contained in this Section 5.9, or by way of the extension of the Contract term, shall in no way be deemed to waive or diminish City's rights available by law or in equity under the Contract.

6. INSURANCE

Without limiting any obligations or liabilities, Consultant, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from City.

6.1. General Clauses

- 6.1.1. Additional Insured. The insurance coverage, except workers' compensation and professional liability, required by this Contract, shall name City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by City or its employees shall be excess coverage, and not contributory coverage to that provided by Consultant. This provision and the naming of the City as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
- 6.1.2. Coverage Term. All insurance required herein shall be maintained in full force and effect until services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so shall constitute a material breach of this Contract.
- 6.1.3. Primary Coverage. Consultant's insurance shall be primary insurance as respects City, and any insurance or self insurance maintained by City shall be in excess of Consultant's insurance and shall not contribute to it.
- 6.1.4. Claim Reporting. Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.
- 6.1.5. Waiver. The policies for workers' compensation and general liability shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of Consultant.
- 6.1.6. Deductible/Retention. The policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Consultant shall be solely responsible for deductible or self-insured retentions and City may require Consultant to secure the payment of such deductible or self-insured retentions by a

surety bond or an irrevocable and unconditional letter of credit.

- 6.1.7. Policies and Endorsements. City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.
- 6.1.8. Certificates of Insurance. Prior to commencing services under this Contract, Consultant shall furnish City with certificates of insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract by referencing the Project number and/or Project name and shall provide for not less than thirty (30) days advance written notice by certified mail to City of cancellation or termination of insurance.
- 6.1.9. Subconsultants/Contractors. Consultant shall include all subconsultants and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant and subcontractor.
- 6.2. Workers' Compensation. Consultant shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- In case services under this Contract are subcontracted, Consultant shall require all subconsultant(s) to provide workers' compensation and employer's liability to at least the same extent as provided by Consultant.
- 6.3. Automobile Liability. Consultant shall carry commercial/business automobile liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of Consultant services. Coverage will be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.
- 6.4. Commercial General Liability. Consultant shall carry commercial general liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a “severability of interests” provision (also known as “cross liability” and “separation of insured”).

- 6.5. Professional Liability. Consultant retained by City to provide the engineering services required by the Contract will maintain professional liability insurance covering errors and omissions arising out of the services performed by Consultant or any person employed by it, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims, or 10% of the construction budget, whichever is larger. In the event the insurance policy is written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of services as evidenced by annual certificates of insurance.
- 6.6. Property Coverage – Valuable Papers. Consultant shall carry property coverage on all-risk, replacement cost, agreed amount form with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of Consultant used in the completion of this Contract.

7. HEALTH INSURANCE REQUIREMENTS

- 7.1. Consultant must certify that it has or will offer health insurance to all eligible employees working on services set forth in this Contract prior to the performance of any work or services. An affidavit certifying such offering must be signed in a form approved by City. All required health insurance must be maintained during the entire time of the Contract with City. Health insurance pursuant to this Section 7 is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.
- 7.2. The health insurance requirements herein shall apply to all of Consultant’s eligible employees directly involved with the services set forth in this Contract, including support and administrative personnel.
- 7.3. Any and all complaints concerning violations of the health insurance requirements shall be filed, in writing, with the City’s Public Works Department, within thirty (30) days from discovery of a potential violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

- 7.4. Penalties for failing to comply with this Section 7 include, but are not limited to the following: Consultant may be barred from bidding on, or entering into any Public Works contract with City for a period of three (3) years from the execution of the Contract.
- 7.5. All Consultants subject to the health insurance requirements shall post in English, notice of the health insurance requirements at their office and at the job site.

8. WORK FOR HIRE AND OWNERSHIP OF DELIVERABLES

- 8.1. Consultant shall ensure that all the results and proceeds of Consultant's and any and all work on the Project and any related projects, including that of all agents, employees, officers, and contractors, shall be owned by City, including the copyright thereto, as work for hire. In the event, for any reason, such results and proceeds are not deemed work for hire, Consultant shall be deemed hereby to have assigned to City all of its right, title and interest in such results and proceeds and content to City, without limitation.
- 8.2. All work products (electronically or manually generated), including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract, are the property of City and are to be delivered to City on the particular type of storage media on which they are stored (e.g. CD, thumb drive, etc.) before the final payment is made to Consultant. City shall retain ownership of these original works. If approved in writing by City, Consultant may retain the originals and supply City with reproducible copies of the work.

9. CONFLICT OF INTEREST

- 9.1. Consultant agrees to promptly disclose any and all financial and/or economic interest in the property, or any property affected by the work, or the Project itself other than as set forth herein, existing prior to the execution of this Contract. Further, Consultant agrees to promptly disclose any financial or economic interest in the Project property or any property affected by the work, if Consultant gains such interest during the course of this Contract.
- 9.2. If Consultant gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of City.
- 9.3. Consultant shall not engage the services on this Contract of any present or former City employee who was involved as a decision-maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for

this Contract.

- 9.4. Consultant agrees that it shall not perform services on this Project for any other contractor, subcontractor, or any supplier, other than City. In addition, Consultant shall not negotiate, contract, or make any agreement with a contractor, subcontractor, or any supplier with regard to any of the work under this Contract, or any services, equipment or facilities to be used on this Project other than with City.

10. COVENANT AGAINST CONTINGENT FEES

Consultant affirms that it has not employed or retained any company or person, other than a bona fide employee working for Consultant to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

11. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its agents, officers, officials, and employees from and against all claims, damages, losses, liability and/or expenses, relating to, or arising out of, the negligent acts, errors, mistakes or omissions in the work, services, or professional services of Consultant, its agents, employees, or any other person for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services Consultant may be deemed legally liable in the performance of this Contract, or any breach of the Contract. Consultant's duty herein shall arise in connection with any and all claims for damage, loss, liability and/or expenses attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of any person or property including loss of use resulting therefrom. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. DISPUTE RESOLUTION

In the event of a dispute concerning or in any way connected to the Contract or subject Project, the parties agree that the unsuccessful party shall pay to the prevailing party a reasonable sum for attorneys' fees, including taxable and non-taxable costs, fees, costs and disbursements of experts, professionals, paralegals, whether at trial, appeal and/or in bankruptcy court, all of which will be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. In addition, should City retain and/or utilize legal counsel as a result of a breach by Consultant of any term, covenant or provision of this Contract, in addition to paying any recovery owed to City and/or performing any obligation remaining to be performed, in order to fully cure such breach or default, Consultant shall reimburse City for

reasonable attorneys' fees, taxable and non-taxable costs and disbursements, incurred by City in enforcing Consultant's obligations, whether or not a legal action is commenced, including but not limited to the cost of preparing and presenting default notices, demand letters and similar non-judicial enforcement activities.

13. ADDITIONAL SERVICES

Additional services which are outside the scope of basic services contained in this Contract shall not be performed by Consultant without prior written authorization from City, at City's sole discretion. Additional services, when authorized by an executed contract or an amendment to this Contract shall be compensated for by a fee mutually agreed upon between City and Consultant.

14. PROHIBITION ON ASSIGNMENT

This Contract and all duties and obligations of Consultant set forth in this Contract shall not be assignable except by prior written consent of City, and such prohibition shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of Consultant.

15. MISCELLANEOUS PROVISIONS

- 15.1. Lawful Presence in the United States. Pursuant to A.R.S. §1-502, any individual/sole proprietor who applies for local public benefits by signing this Contract shall also sign a sworn affidavit (Exhibit B) and present one of the documents listed on the affidavit to verify lawful presence in the United States. This Contract shall not be fully executed by the City if the individual/sole proprietor fails to sign the affidavit and present one of the listed documents.
- 15.2. Equal Opportunity. City is an equal opportunity, affirmative action employer. Consultant hereby covenants for itself, its employees, agents, assigns and all persons claiming under or through it, that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, creed, religion, ancestry, national origin, physical or mental disability, age, sex, gender, sexual orientation, gender identity, marital status, or veteran status with regard to discharging obligations under this Contract. Consultant covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity. Consultant agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this clause.
- 15.3. Antidiscrimination. Consultant shall not refuse to hire or employ or bar or

discharge from employment any person, or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Consultant shall provide a copy of its antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance (Exhibit C).

- 15.4. Legal Compliance. Consultant agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Consultant acknowledges that a breach of this warranty is a material breach of this Contract and Consultant is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all consultants, subconsultants and sub-subconsultants performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Consultant. Consultant hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
- 15.5. Specially Designated Nationals and Blocked Persons List. Consultant represents and warrants to City that neither Consultant nor any affiliate or representative of Consultant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 (“Order”); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

Consultant further agrees to include the provisions set forth in Sections 15.1 through 15.4 in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

- 15.6. Effective Date. This Contract shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona and when executed by the duly authorized City officials and the duly authorized agent of Consultant.

- 15.7. Governing Law. This Contract shall be governed and interpreted by the laws of the State of Arizona.
- 15.8. Exhibits. All exhibits attached to this Contract are made a part of and are incorporated into, this Contract. If any inconsistencies exist between this Contract and any exhibit hereto, the terms of this Contract shall govern.
- 15.9. Force Majeure. Any prevention, delay or stoppage of this Project for a cause beyond the reasonable control of Consultant due to acts of God, acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant, for a period equal to such prevention, delay or stoppage. For purposes of this Section 15.9, a cause shall not be deemed beyond a party's control if it is within the control of such party's agents, employees, assigns, contractors or subcontractors.
- 15.10. Entire Agreement. This Contract contains all of the agreements of the parties with respect to the Project and related matters, and no prior agreement, negotiations, postings, offerings, or understanding pertaining to any such matter shall be effective for any purpose unless expressly contained herein.
- 15.11. Consultant's Good Standing. Consultant hereby warrants and represents that it is a Massachusetts corporation, licensed to do business in the state of Arizona and currently in good standing, and that it is not now in violation of any agreement, instrument, contract, law, rule or regulation by which Consultant is bound.
- 15.12. Independent Contractor. Nothing contained in this Contract shall be deemed or construed by the parties hereto or otherwise, to create the relationship of principal and agent, partnership, joint venturer, employer and employee, or any association between City and Consultant. Consultant is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to Consultant hereunder or for any and all services or materials provided by or rendered to Consultant hereunder in connection with the work set forth in this Contract.
- 15.13. Severability. If any provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and every other term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 15.14. Time is of the Essence. Time is of the essence in this Contract and each and every provision herein, except as may expressly be provided in writing by City.
- 15.15. No Waiver. No breach or default hereunder shall be deemed to have been waived

City, except by a writing to that effect signed on behalf of City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after written notice thereof and demand by City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of City.

- 15.16. Survival. Any and all representations, obligations, indemnities, warranties, covenants, conditions and agreements contained in this Contract which are expressed as surviving the expiration or earlier termination of this Contract, or by their nature, are to be performed, observed or survive, in whole or in part, after the termination or expiration of this Contract term, shall survive the termination or expiration of this Contract.
- 15.17. Retention of Records. City, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Contract. Consultant will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or five (5) years following termination of this Contract.
- 15.18. Antitrust Violations. City and Consultant recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by City. Therefore, Consultant assigns to City any and all claims for such overcharges. Consultant in all subcontracts shall require all subcontractors to likewise assign all claims for overcharges to City.
- 15.19. Headings. The heading use in this Contract is for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 15.20. No Construction Against Drafting Party. Each party acknowledges that it has had an opportunity to review the Contract with counsel, and such documents shall not be construed against any party that is determined to have been the drafter of the documents.
- 15.21. Notices to Parties:

All notices pursuant to this Contract shall be made in writing and delivered or mailed by certified mail to the parties at the following addresses:

CITY:

Andy Goh, City Engineer
City of Tempe
Public Works/Engineering Dept.
P.O. Box 5002
Tempe, AZ 85280

CONSULTANT:

(Printed Name of Signatory)
CDM Smith, Inc.
4835 E. Cactus Road, Suite 360
Phoenix, AZ 85254

15.22. Non-Appropriation of Funds. If funds appropriated by the City Council or otherwise allocated to perform the work becomes unavailable for payment by City under this Contract, City may delay the work for a period up to six (6) months, after which date if no funds are legally available, City may terminate the Contract at City's sole option. In case of any such delay by City, Consultant may suspend performance of work or services as applicable. However, nothing herein shall be construed to allow termination of the Contract by Consultant for such delay.

15.23. GIS Data Disclaimer. THE CITY OF TEMPE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, OR CURRENCY OF THE GIS DATA PROVIDED UNDER THIS CONTRACT. AREAS DEPICTED BY GIS DATA ARE APPROXIMATE, AND NOT GUARANTEED TO BE ACCURATE TO STANDARDS FOR MAPPING, SURVEYING OR ENGINEERING. THIS DATA IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR SITE-SPECIFIC PURPOSES. THE DATA HEREIN IS SUBJECT TO CONSTANT CHANGE AND MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE. THE CITY OF TEMPE IN NO WAY ASSUMES LIABILITY OR RESPONSIBILITY FOR ANY INCORRECT DATA OR ANY INFORMATION PROVIDED HEREIN. THE CONSULTANT ACKNOWLEDGES AND AGREES THAT THE CITY OF TEMPE ASSUMES NO LIABILITY FOR DAMAGES INCURRED DIRECTLY OR INDIRECTLY RESULTING FROM INCOMPLETE, INCORRECT OR MISSING INFORMATION; INCLUDING ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. **BY WAY OF THE SIGNATURE ON THIS CONTRACT, THE CONSULTANT ASSUMES ALL LIABILITY FOR ANY AND ALL DEPENDENCE AND/OR RELIANCE UPON THIS INFORMATION AND ASSUMES ALL RESPONSIBILITY RELATING THERETO. ANY AND ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE ARE SPECIFICALLY AND EXPRESSLY DISCLAIMED.** CONSULTANT SHOULD NOT RELY UPON THE GIS DATA WITHOUT PROPER FIELD VERIFICATION FOR ANY PURPOSE.

[SIGNATURE PAGE TO FOLLOW]

**Sewer Replacement – Carver Ranch Estates
Project No. 3207401**

DATED this 14th day of January, 2016.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Director

ATTEST:

Recommended By:

City Clerk

 _____
Deputy PW Director/City Engineer

APPROVED AS TO FORM:

City Attorney

Consultant warrants that the person who is signing this Contract on behalf of Consultant is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.

CONSULTANT
CDM Smith, Inc.

Signature

Printed Name

Title

Federal I.D. No./Social Security No.



4835 E. Cactus Road
Suite 360
Phoenix, AZ 85254
Tel: 602-281-7900
Fax: 602-867-5960

EXHIBIT A

December 17, 2015

Ken Halloran, P.E.
City of Tempe
31 E. Fifth Street
Tempe, AZ 85281

Subject: Carver Ranch Estates Sewer Replacement
Construction Coordination and Inspection Services Proposal
Tempe Project Number 3207401

Dear Mr. Halloran:

CDM Smith Inc. (CDM Smith) is pleased to submit this letter proposal to provide construction coordination and inspection services for the Carver Ranch Estates Sewer Replacement. We have also reviewed final plans and specifications for the project.

Scope of Services

Task 1 - Submittals

CDM Smith personnel will perform the following tasks:

1. Receive submittals from Contractor and forward to Design Engineer and City's Construction Manager.
2. Prepare and maintain submittal log including: description, date received, date returned and status.
3. Receive Requests for Information (RFIs) from the Contractor and forward to Design Engineer and City's Construction Manager.
4. Prepare and maintain RFI log including: description, date received, date returned, response and status.
5. Prepare field directives in consultation with City's Construction Manager.
6. Prepare and maintain field directive log including: description, date received and status.

HN



Task 2 - Construction Progress/Quality Control

CDM Smith personnel will perform the following tasks:

1. Attend a preconstruction meeting. Prepare agenda and minutes for the meeting.
2. Lead weekly progress meetings. A total of thirteen (13) progress meetings are anticipated. Prepare agendas and minutes for each weekly meeting. Each progress meeting will include discussion of project safety.
3. Submit electronic file documents i.e., reports, logs, and correspondence, on a weekly basis with the weekly progress meeting.
4. Monitor contractor construct progress weekly and make recommendation for corrections, as necessary.
5. Require Contractor to maintain current project redline drawings in the field office. Redlines will be checked for accuracy and kept current as a prerequisite to Contractor's submission of monthly pay applications.
6. Attend one (1) neighborhood meeting with the home owner's association.

Task 3 - Construction Inspection

CDM Smith personnel will perform the following tasks:

1. Perform field inspections daily or as needed to assure compliance with plans, specs and City of Tempe standards.
2. Take still photos of the work in progress and maintain photo log with dates and captions.
3. Submit inspection reports daily or weekly as requested by the Engineering Department.

Task 4 - Project Completion and Close-out

CDM Smith personnel will perform the following tasks:

1. Develop punch lists and track through completion and acceptance.
2. Determine Substantial Completion and Final Completion dates. Determine plant establishment periods and monitor plant maintenance through completion.
3. Review redlines prepared by the Contractor for accuracy and completeness.
4. Review digital videos of the new sewer line and provide feedback.



5. Perform Final Inspections, prepare punch lists and require completion prior to releasing final pay application and retention.
6. Provide Engineering Certificate of Completion and apply for Maricopa County Environmental Services Department (MCESD) Approval of Construction (AOC). Permit fees are not included.

Project Fee

CDM Smith proposes to complete the services defined on an hourly basis for a not to exceed amount presented in Table 1. This proposal does not include any design work.

The construction duration per the Contractor is estimated to be 13 weeks (mobilization to demobilization). The construction manager is anticipated to be present at the site up to 25 hours/week during the normal Monday through Friday work week and does not include overtime hours. Attached is the estimated Contractor schedule that was used to estimate hours. The neighborhood meeting is anticipated to occur prior to the start of construction.

Table 1 - Construction Management and Inspection Fee			
Scope	\$/hour	Hours	Fee
Principal	\$220	1	\$ 220
Project Manager	\$165	20	\$ 3,300
Construction Manager/Inspector	\$155	325	\$ 50,375
Document Control	\$90	22	\$ 1,980
Contract Admin	\$90	12	\$ 1,080
Total		380	\$ 56,955

Ken Halloran
December 17, 2015
Page 4

Please feel free to contact Dusan Stanisic at 602-281-7921 or Misti Burkman at 602-281-7884, should you have any questions. We would be happy to meet with you to review our proposal in detail.

Very truly yours,



Dusan Stanisic PE
Principal
CDM Smith Inc.



Misti Burkman PE, BCEE
Project Manager
CDM Smith Inc.

Attachments:

1. Contractor's Preliminary Schedule



EXHIBIT B
AFFIDAVIT DEMONSTRATING LAWFUL
PRESENCE IN THE UNITED STATES

ARS §§1-501 and 502 require completion of the form to apply to the City for a local public benefit (defined as a grant, contract or loan). You must demonstrate through the presentation of one of the following documents that you are lawfully present in the United States.

LAWFUL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY
PRESENTATION OF ONE (1) OF THE DOCUMENTS LISTED BELOW.

Please present the document indicated below to the City. If mailing the document, attach a copy of the document to this Affidavit. (If the document may not be copied, present the document in person to the City for review and signing of the affidavit.)

- _____ 1. An Arizona driver license issued after 1996.
Print first 4 numbers/letters from license: _____
- _____ 2. An Arizona non-operating identification License.
Print first 4 numbers/letters: _____
- _____ 3. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
Year of birth: _____: Place of birth: _____
- _____ 4. A United States Certificate of Birth abroad.
Year of birth: _____: Place of birth: _____
- _____ 5. A United States passport.
Print first 4 numbers/letters on Passport: _____
- _____ 6. A foreign passport with a United States Visa.
Print first 4 numbers/letters on Passport _____
Print first 4 numbers/letters on Visa _____
- _____ 7. An I-94 form with a photograph.
Print first 4 numbers on I-94: _____
- _____ 8. **A United States Citizenship and Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____
- _____ 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____
- _____ 10. **A United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____
- _____ 11. **A United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____
- _____ 12. **A tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____
- _____ 13. **A tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

I DO SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT I AM LAWFULLY PRESENT IN THE UNITED STATES AND THAT THE DOCUMENT I PRESENTED ABOVE AS VERIFICATION IS TRUE.

Signature

Business/Company (if applicable)

Print Name

Address

Date: _____

City, State, Zip Code

OFFICE USE ONLY: EMPLOYEE NAME: _____
EMPLOYEE NUMBER: _____

ALL VIOLATIONS OF FEDERAL IMMIGRATION LAW SHALL BE REPORTED TO 1-866-347-2423.



EXHIBIT C
AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE
CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

Current copy of antidiscrimination policy attached

OR

I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Signature

Date: _____

Print Name

Title

Company

**CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS**

**AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE**

_____, Arizona

Date _____

**Sewer Replacement – Carver Ranch Estates
Project No. 3207401**

I hereby certify that _____ (name of company) currently has, and all of its major subcontractors/sub-consultants, defined as doing work in excess of \$30,000.00, will have, during the course of this contract, health insurance for all employees working on this project and will offer health insurance coverage to eligible dependents of such employees, as defined in the accompanying Guidelines. The company's health insurance is as follows:

Name of Insurance Company: _____

Type of Insurance (PPO, HMO, POS, INDEMNITY): _____

Policy No.: _____

Policy Effective Date (MM/DD/YY): _____

Policy Expiration Date (MM/DD/YY): _____

Signed and dated at _____, this _____ day of _____, 2015.

General Contractor/Prime Consultant

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2015.

Notary Public

My commission expires:

City of Tempe Guidelines for Implementation of Health Insurance

These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependents, as determined at the start of each project. Questions regarding these guidelines should be directed to the City of Tempe Engineering Division at (480) 350-8200.

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major subconsultants or subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120th day of contract signing. Temporary employees will be covered to the same extent as the City of Tempe covers temporary employees as determined at the start of each project.
3. If a contractor is a "Union" shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, the Contractor may so note on the required affidavit.
4. The health insurance requirements herein apply to all employees that are directly involved with the City of Tempe project including support and administrative personnel.
5. Health insurance coverage must be maintained during the entire time of the contract, including any warranty periods, with the City.
6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Director, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Director may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.
7. In the event of a finding by the City of a violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any public works contract with the City for a minimum period of three (3) years.

8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City.

These "Guidelines for Implementation of Health Insurance", issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.

CITY OF TEMPE
REQUEST FOR COUNCIL ACTION**Council Meeting Date: 01/14/2016**
Agenda Item: 5B9

ACTION: Approve one-year contract renewals with Artistic Land Management and Somerset Landscape Maintenance for residential landscape services to be overseen by the Community Development Department.

FISCAL IMPACT: There is no fiscal impact to the City for these contracts. Costs for landscape services will be paid by the Tempe resident who agrees to utilize the service.

RECOMMENDATION: Approve the contract renewals.

BACKGROUND INFORMATION: (15-064-01 and 03) City Council approved the award of contracts on January 29, 2015 for an initial one-year period with four one-year renewal options. This renewal request is the first of four available renewal options that will extend the contracts through January 28, 2017. The purpose of this contracting program is to provide a short list of qualified companies to provide residential landscape services that are made available to any Tempe resident for assistance in maintaining a home's front and rear landscaping areas.

Although primarily targeted to those residences that are in danger of a yard-related Nuisance Code violation, the contracts may be utilized by any Tempe resident. Any use of these contracts and selection of companies is at the sole discretion of the resident. The selected landscape company invoices the resident directly for any and all applicable charges. The City is nearing completion of the initial one-year Pilot Program which established the following goals:

- Establishment of a competitive pricing schedule for residents
- Establishment of a qualified and skilled group of landscape suppliers
- Improvement of property and neighborhood appearance
- Reduction of code enforcement complaints and citations
- Provide a reasonable alternative for those residents who are not able to self-perform landscape work
- Provide landscape services that are provided on a planned maintenance schedule that allows for on-going and continuous upkeep

Staff believes the initial Pilot Program has been successful in meeting the above goals and as a result is recommending that a one-year extension be approved. One of the companies approved by Council last year, J.A. Desert Greens Custom Lawn Care, has declined to renew. The remaining two firms, Artistic Land Management and Somerset Landscape Maintenance, have agreed to accept renewal options. Staff is confident that these companies can easily handle the current and expected increase in account growth.

Program Work Scope

Landscape services under this program are limited to basic upkeep to include mowing/edging of turf, removal or spraying of weeds, and raking/blowing and removal of landscape debris/leaves/trash from the property. Residents can elect to utilize service for either the front and/or backyard. It is important to note that one of the key goals of this pilot program is to establish a reoccurring and consistent landscape service that occurs over a scheduled period of time. As a result, the resident shall agree to a series of visits by the landscaper over a one-year period as shown below:

- Mow and trim turf, once monthly for the months of November, December, January and February
- Mow and trim turf twice monthly for the months of March, April, May, June, July, August, September, and October
- Rake, blow, and/or vacuum to remove all plant debris and trash at each visit
- Pull and/or spray weeds in desert/natural landscaped areas once per month

Additional landscape treatments such as tree and shrub trimming, tree removal, irrigation service, fertilization, etc., are excluded from the core services described above but may be included separately as negotiated between the contractor and resident.

Program Pricing

The table below displays the current pricing for the various landscape service options. If the renewal is approved, the City will adjust pricing for the second year in accordance with the Consumer Price Index (CPI) using the All Urban Consumer Index- West Region (once December is finalized). Based on current information, staff estimates a 1.9% increase to the rates shown below. The pricing shown below is common to both companies and once adjusted will be held firm through the renewal term.

Table 1 – Current Pricing for Residential Landscape Services – Monthly Fees

Service Coverage	Monthly Flat Rate Up to 10,000 SF lot		Monthly Flat Rate 10,001 to 15,000 SF lot		Monthly Flat Rate 15,001 to 22,000 SF lot		Hourly Crew Rate
Desert Front	\$35		\$45		\$50		\$22 per man hour
Turf Front	Nov/Dec/Jan/Feb	Mar/Apr/May/June Jul/Aug/Sept/Oct	Nov/Dec/Jan/Feb	Mar/Apr/May/June Jul/Aug/Sept/Oct	Nov/Dec/Jan/Feb	Mar/Apr/May/June Jul/Aug/Sept/Oct	\$22 per man hour
	\$35	\$70	\$45	\$90	\$50	\$100	
Desert/Turf Front Combination	Nov/Dec/Jan/Feb	Mar/Apr/May/June Jul/Aug/Sept/Oct	Nov/Dec/Jan/Feb	Mar/Apr/May/June Jul/Aug/Sept/Oct	Nov/Dec/Jan/Feb	Mar/Apr/May/June Jul/Aug/Sept/Oct	\$22 per man hour
	\$35	\$70	\$45	\$90	\$50	\$100	

- All of the prices shown above are monthly flat rates with the exception of the Hourly Crew Rate;
- The Hourly Crew Rate is utilized as a one-time “catch-up” provision for yards in significant neglect that require additional resources to bring the yard up to a maintainable standard;
- Desert landscape services are performed one time per month;
- Turf landscape services are performed one time a month during November, December, January and February and twice a month for March through October;
- If the resident elects to have both the front and rear maintained then the above monthly rates would double;

Current Program Status

City staff met with representatives from each of the originally awarded firms to get their input on how the program was working. J.A. Desert Greens Custom Lawn Care had the most challenges during the first year and cited difficulty in hiring and retaining qualified employees. This firm’s residential account balance swung dramatically over the year hitting a high of 60 before settling at a current level of 15. As mentioned earlier, this company has declined to renew for the second year. Artistic Land Management has had the most success in the program, currently maintaining 38 accounts. This firm had a high of 45 accounts earlier in the year and noted their desire to gain at least 60 homes in order to consider the program economically viable. Somerset Landscape currently serves 18 accounts and had a high of 25 accounts earlier in the year. This company feels the program is working and is interested in continuing the contract with the hope of increasing the total number of accounts. Between the three firms a total of 71 residences are currently being served under this program.

All of the firms noted the positive effects of the public relations outreach conducted by the City in generating calls and interest in the program (especially the water bill statement) and encourage those efforts to continue in the second year. Jeff Tamulevich, Code Enforcement Manager, has evaluated the program and although he acknowledges there is room for improvement, he believes the initial year was an overall net plus in helping to improve property appearances within the City.

Based on the above, staff recommends that the contracts with Artistic Land Management and Somerset Landscape be renewed for one additional year.

ATTACHMENTS: None

STAFF CONTACT(S): Jeff Tamulevich, Code Enforcement Manager, (480) 350-8441

Department Director: Renie Broderick, Internal Services Director
 Legal review by: David Park, Assistant City Attorney
 Prepared by: Michael Greene, C.P.M. Procurement Administrator



CITY OF TEMPE
REQUEST FOR COUNCIL ACTION

Council Meeting Date: 01/14/2016
Agenda Item: 5C1

ACTION: Adopt a resolution adopting the APACHE CHARACTER AREA PLAN, dated December 2015; consisting of character area maps, placemaking principles, and an appendix. The applicant is the City of Tempe. (Resolution No. R2016.02)

FISCAL IMPACT: There is no fiscal impact on City funds.

RECOMMENDATION: Adopt Resolution No. R2016.02
Development Review Commission – Approval (7-0 vote) [see DRC Summary]

BACKGROUND INFORMATION: APACHE CHARACTER AREA PLAN (PL150466) consists of the area generally bound by the Loop 202 south to the Union Pacific Railroad, and from Dorsey Lane east to the Tempe Canal / Tempe municipal border. Apache is a community-driven plan for one of eight Character Areas within Tempe. Character Area Plans provide additional policy refinement and direction for community design, development activities, and public or private enhancements desired by stakeholders within each area. The Apache Character Area Plan was developed through a 12-month process of public input to create this guidance document to work in conjunction with, and to refine *Tempe General Plan 2040*. The *General Plan 2040* Community Design Element identifies how Character Area Plans may be developed:

CHARACTER AREA PLANNING

Community design principles are typically applied as development occurs on a project-by-project basis. However, greater specificity of the design character, along with land uses, can be developed for smaller areas of the city. Character Areas recognize areas or groups of neighborhoods that contain common design, land use and commercial characteristics distinct from neighboring areas. Similarities in age of housing, styles of architecture, patterns of development, materials, land use or street patterns, lot size, landscape elements, landmarks, social magnets, and/or physical barriers form some of the recognizable differences. Creating this General Plan refinement would take place through development of Character Area Plans for specific areas of Tempe.

ATTACHMENTS: Resolution, Attachment A

STAFF CONTACT(S): Ryan Levesque, Deputy Community Development Director – Planning, (480) 858-2393

Department Director: Dave Nakagawara, Community Development Director
Legal review by: Teresa Voss, Assistant City Attorney
Prepared by: Hunter Hansen, Project Management Coordinator

DEVELOPMENT REVIEW COMMISSION SUMMARY:

December 8, 2015 presentation by Hunter Hansen, Project Management Coordinator, City of Tempe

Hunter Hansen gave a brief description of minor changes since the recent presentation of the year-end review. The draft dated December 4, 2015 is the version which is requested for DRC's recommendation of approval to Council. Staff, Ryan Levesque stated that there have been public comments but only for the Alameda (Area 5) Character Area Plan.

Chairman Kent asked if there were any updates to the removal of the color palettes in the draft plans. Hansen replied they have been removed from both of the draft plans. The palettes were originally included at the request of the community to create continuity and cohesive placemaking / design influences for both character areas, rather than being a prescriptive requirement. Hansen goes on to advise that the Character Area Plan is driven by *General Plan 2040*. There are principals in a Character Area Plan specific to each area.

Commissioner Brown asked if the city is offering incentives to developers if they adhere to the descriptive options for that Character Area Plan. Mr. Hansen replied there are design guidelines and all the Character Area Plans are exact design guidelines. However, they are not legal requirements such as zoning ordinance.

Chairman Kent asked if the compatibility check list is something that a neighborhood can use with a development to show if a "meet" level. Mr. Hansen advised that the Character Area Plan can be used by HOA / NA's, City Staff, Boards and Commissions, or the public to assess a proposed project's compatibility with area goals and priorities. These design guidelines serve to create a dialog and keep staff, developers, and Commission members on the same page.

Commissioner Lyon expressed that he loves the Character Area Plans and how it was presented. He likes having these guidelines available for developers.

Vice Chairman Barger advised that he talked to staff about the removal of the mobile homes on the mapping in the reports for the Character Area Plans.

Mr. Levesque replies that staff is currently working on updating the mapping prior to the adoption of the design guidelines.

Public Comment: 0

MOTION: Vice Chairman Barger motion to approve **Apache (Area 5) Character Area Plan (PL150466)**
Seconded by Commissioner Thornton

VOTE: Approved 7-0

DECISION: The request for review and recommendation of the **APACHE (Area 4) CHARACTER AREA PLAN (PL150466)** dated December 2015; consisting of a character area map and place making principles for the area generally bound by the Loop 202 south to the Union Pacific Railroad, and from Dorsey Lane east to the Tempe Canal / Tempe municipal border is recommended for approval.

INTRODUCTION:

In December 2013, City Staff identified and City Council approved a public involvement for Character Area Planning. Staff initiated the first of the Character Area Plans for Corona/South Tempe and Kiwanis/The Lakes in January 2014. A public involvement process throughout 2014 brought stakeholders together to discuss the amenities and gaps, character and vision, priorities and strategies for their Character Area.

In December 2014, Tempe City Council gave direction to staff to develop Character Area Plans for both Character Area 4 (Apache), and Character Area 5 (Alameda) following a similar timeline and public outreach process throughout 2015, as the two pilot projects underwent throughout 2014.

On October 21, 2015, the draft Apache Character Area Plan was presented to the public and distributed online for public review and comment. From October 21 to November 12, 2015 comments were collected on the draft plan. The draft plan was also presented to the Development Review Commission at the Study Session on November 10, 2015. These comments, in combination with comments received from the public at large, were used to further refine the December 4, 2015 draft.

The Apache Area encompasses 1,705.69 acres (or 4.76% of 25,784.42 acres citywide); contains approximately 7,544 households (2014); 19,855 persons living; and 11,735 employees (2013). Approximately 40% of area residents self-identify as "Hispanic Origin" according to 2010 U.S. Census Bureau data. The median age is 25.4 years old.

COMMENTS:

No changes to zoning or land use will occur from adoption of the Apache Character Area Plan, but requested changes (including future land use actions such as General Plan Amendments, Planned Area Development applications, requests for zoning changes, and/or Site Plan Review) will consider the Plan's character-defining elements, the Apache Placemaking Principles + Design Guidelines, area priorities, photo images and sketches used illustrate the concepts of the plan. Existing entitlements for development on all properties within the city will remain in effect.

PUBLIC ENGAGEMENT:

- A formal Public Involvement Plan (PIP) was prepared for the development of Character Area Plans and was approved by City Council on December 3, 2013
- The PIP called for multiple methods and tools to enhance public involvement
- A video was produced and posted on YouTube, Tempe Channel 11, and the City's webpage explaining the role of Character Area planning and soliciting public involvement: <https://www.youtube.com/watch?v=o-HASautdw0>
- The Character Areas website was updated to further define the background, vision, and scope of work for long-range Character Area Planning, in addition to an area-wide electronic survey conducted at the beginning of public outreach process: www.tempe.gov/Characterareas
- Radio interview was conducted in August 2015 on "The Show with Mark Brodie" (KJZZ 91.5 FM), titled "Tempe Giving Residents a Chance to Describe their Neighborhood Character": <http://theshow.kjzz.org/node/180005>
- An article was published in November 2015 in the *East Valley Tribune* by Eric Smith, titled "Tempe Uses Resident Input to Help Plan City" promoting Tempe's Character Area Planning Process: http://www.eastvalleytribune.com/local/article_8867e8b6-7feb-11e5-b418-0b239973a808.html
- Community Meetings and Workshops were held to invite input and comment on the Apache Area in February 2015 at the Tempe History Museum; in April at the Tempe Public Library; and in August and October at the Senior Center in the Escalante Community Center
- Throughout the summer of 2015, casual Meetups were held in locally-owned businesses throughout the area (Infusion Coffee + Tea at Espresso Italia, The Dhaba Restaurant, and The Mission @ Minder Binder) to broaden outreach and to engage the local business community and build the Placemaking campaign
- Distribution of over 12,000 door hangers (in both Spanish and English) were provided to each household, apartment and business in the area to publicize the 2015 Placemaking Community Workshop series
- Delivery of over 1100 postcards to single-family homes prior to each 2015 Placemaking Community Workshop
- A staff contact for supplemental information in Spanish was created and incorporated into marketing and outreach

- The Tempe Neighborhood Advisory Commission and Tempe Historic Preservation Commission were briefed on the progress of the plan throughout the year
- A Study Session briefing was provided on Tuesday, November 10, 2015 to the DRC

PROJECT ANALYSIS:

Character Area Plan

The Apache Character Area Plan addresses a number of important local issues for design, activities and development for this area of the city. The Apache Character Area Plan, dated December 4, 2015 is comprised of a character area map, Placemaking Principles + Design Guidelines, character elements, area priorities, and an appendix. All plan components reflect a distillation and refinement of the community's input. This Character Area Plan is consistent with and facilitates implementation of *Tempe General Plan 2040*.

Conclusion

Based on the information provided and the above analysis, staff recommends adoption of the Apache Character Area Plan.



RESOLUTION NO. R2016.02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, TO ADOPT THE 2015 APACHE CHARACTER AREA PLAN TO FURTHER THE GOALS AND OBJECTIVES OF TEMPE GENERAL PLAN 2040, LAND USE AND DEVELOPMENT CHAPTER, COMMUNITY DESIGN ELEMENT, CHARACTER AREA PLANNING SECTION; AND TO PROVIDE AN ENHANCED POLICY FRAMEWORK TO GUIDE AREA PLANNING PROCESSES AND LAND USE DECISIONS THROUGHOUT THE APACHE AREA AS DESCRIBED HEREIN.

WHEREAS, the Federal Standards in Planning Act and Standards in Zoning Act of 1928 enables local jurisdictions with planning authority for their communities; and

WHEREAS, Arizona Revised Statutes (A.R.S.) § 9-461.05 Chapter 204, requires each city to adopt a comprehensive, long-range General Plan to guide the physical development of the community; and

WHEREAS, the Tempe City Council adopted *Tempe General Plan 2040* on December 12, 2013; and

WHEREAS, the Tempe voters ratified *Tempe General Plan 2040* in the May 20, 2014 Special Election (effective June 3, 2014; Resolution No. R2014.77); and

WHEREAS, the *Tempe General Plan 2040* Land Use and Development Chapter, Community Design Element, Character Area Planning Section states:

CHARACTER AREA PLANNING

Community design principles are typically applied as development occurs on a project-by-project basis. However, greater specificity of the design character, along with land uses, can be developed for smaller areas of the city. Character Areas recognize areas or groups of neighborhoods that contain common design, land use and commercial characteristics distinct from neighboring areas. Similarities in age of housing, styles of architecture, patterns of development, materials, land use or street patterns, lot size, landscaping, landmarks, social magnets, and/or physical barriers form some of the recognizable differences. Creating this General Plan refinement would take place through development of Character Area Plans for specific areas of Tempe.

WHEREAS, an extensive public process throughout 2015 developed the *Apache Character Area Plan - Placemaking Principles and Design Guidelines*.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

The City Council authorizes the amendment of *Tempe General Plan 2040*, on file with the City Clerk's office, by incorporation of the aforementioned *Apache Character Area Plan - Placemaking Principles and Design Guidelines, 2015*.

ATTACHMENTS:

A. *Apache Character Area Plan - Placemaking Principles and Design Guidelines, 2015*

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this _____ day of _____, 2016.

Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

ATTACHMENT A

APACHE



Placemaking Principles + Design Guidelines

Character Area Plan City of Tempe, Arizona



Place Matters



A huge debt of gratitude to the community members and stakeholders who are engaged in Apache, and continue the Placemaking campaign...



“Our character area has the potential to have it all -- **historic preservation, adaptive reuse, multi-modal transportation options**, lush, diverse **neighborhoods** next to thriving **businesses** creating a new road map for historic Apache Boulevard.” - Phil Amorosi

“It is essential for our future to preserve our historic homes and flood irrigation.” - Chuck Buss

“Art makes a space memorable, which creates destination.”

- Gretchen Reinhardt



“Imagine how much fun everyone would have creating temporary art!”
- Beth Tom



“Canals are awesome! Use canals more.”
- Marilyn Murphy



“Color schemes, graphics and style should be unique to each area, so they look like part of a cohesive plan.”
- Elizabeth Reilley + Steve Borick

“Our neighborhood involvement is not just limited to a ‘feel good factor’, but for the uplifting for all residents and persons surrounding our restaurant and marketplace.” - Raveen Arora, India Plaza / The Dhaba



“These areas reflect how we want to live. Spaces for **cycling** and **alternative transportation** improve our lives and make our neighborhoods a reflection of who we are as a community.”
- Scott Walters, Tempe Bicycle Action Group



“The built environment is the single biggest driver for any neighborhood’s prosperity and personal happiness. We all have a stake in it.” - Matt Salenger

“It’s AZ. We always need shade.”
- Kevin Brown



“The light rail brings + demands walking, thus, walkability is central to everything.”
- Celina Tchida. Neighborhood Economic Development Corporation [NEDCO]

Apache Placemaking Principles + Design Guidelines

Character Area Plan - December 2015

City of Tempe, Arizona

Mark Mitchell, Mayor

Corey Woods, Vice Mayor

Robin Arredondo-Savage, Councilmember

Kolby Granville, Councilmember

Lauren Kuby, Councilmember

Joel Navarro, Councilmember

David Schapira, Councilmember

Andrew Ching, City Manager

Dave Nakagawara, Community Development Director

Ryan Levesque, Deputy Director / Planning

Hunter Hansen, Project Management Coordinator



Apache at a Glance

The 2015 Apache Community Placemaking public series which included area residents, students, stakeholders, and the business community has led to the creation of the Apache Principles contained in this Character Area Plan. Tempe City Council adopted this plan [Resolution No. R2015.xx] to further the goals and objectives of the *Tempe General Plan 2040*, Land Use and Development Chapter, Community Design Element, Character Area Planning Section; and to provide an enhanced policy framework to guide area planning processes and land use decisions throughout the Apache area. It is intended to be used by the following audiences to guide the vision, design, development, preservation, plan review, and public feedback processes:

- ✓ Area Stakeholders [Residents, Schools, Students, Non-profit Agencies, etc.]
- ✓ Tempe City Council / Boards + Commissions / City Staff
- ✓ The Business Community
- ✓ The Design + Development Community

By way of summary, the following elements serve as a framework to the *Apache Character Area Plan – Placemaking Principles + Design Guidelines*:

- The rich **Mexican-American legacy** of this area has deep roots which meaningfully inform local place names [see *Placemaking Neighborhood Connections* section: La Victoria, Escalante, Sotelo, Esquer, Don Carlos, Elias-Rodriguez, etc.] while providing authenticity to local placemaking.
- Apache Boulevard is one of the most **authentic, unique, and diverse** areas of Tempe. As the light rail corridor continues to grow and evolve, maintaining this palpable authenticity will be central to the identity and vitality of this area.
- **Public Art** plays an essential and prominent role, key to placemaking and Apache's area identity. Public art projects need to be supported and encouraged to flourish through organic, grassroots methods. Feedback throughout the year-long Planning process continually reinforced the knowledge that art is inextricably woven into the cultural DNA and urban fabric of the Apache area.
- **Preservation of Apache's core neighborhoods** [Carlson Park, Tomlinson Estates, Borden Homes, Hudson Manor, Alegre, Escalante, Victory Acres] is a key Planning goal to balance future growth along the light rail / mixed-use corridor. Transitions between these areas must be well-designed.
- The **role of streets + alleyways as open space** to engage the pedestrian experience and activate the ground floor [especially along Apache Boulevard, Old 8th Street, and University Drive] is essential to the economic success and livability of this area.
- A **seamless patchwork of destinations** supported by a healthy and vibrant mixed-use corridor / Light Rail Station Areas with a walkable ground floor is the central vision for the Apache Character Area.

Historic Preservation – Promote the preservation of certain existing buildings, structures, and flood-irrigated neighborhoods of post-war subdivisions which express the best of our past. Showcase Tempe’s history. Connections to the past are key to informing Placemaking.

1

- 1.1 Work to ensure continuing preservation and maintenance of existing Historic + Cultural Resources [see map]
- 1.2 Identify potentially eligible Historic Properties + Districts; work with Historic Preservation Officer + Commission for formal local + national listing
- 1.3 Focus designation efforts on the Hudson Manor, Alegre, Escalante and La Victoria [Victory Acres] neighborhoods for inventory + consideration
- 1.4 Collaborate with Salt River Project [SRP] to add historic cottonwoods / shade trees / interpretive elements along Historic Kirkland-McKinney Ditch
- 1.5 Collaborate with SRP to increase access, amenities, and public awareness of canals [see Principle 18]



Borden Homes Historic District



Elias-Rodriguez House



Borden Creamery Complex



E.M. White Dairy Barn [Tempe Tavern]



Kirkland-McKinney Ditch

Landscape Treatments – The Sonoran Desert has a unique landscape which serves as a community differentiator, rich with rare textures and forms. Embrace non-invasive, drought-tolerant plant palette to promote water conservation and Placemaking, except in historic or flood-irrigated neighborhoods.

2

- 2.1 Use the *Historic Plant Palette* as a resource to inform plant selections in appropriate areas [Historic Districts, post-war / flood-irrigated subdivisions]
- 2.2 Promote biodiversity throughout landscapes to help prevent single-specie die-off, disease, pest infestations, etc. and promote sustainable crop pollination, nutrient cycling, healthy soils, as well as bird and insect diversity
- 2.3 Support a consistent plant palette with flowering trees, shrubs, and ground covers to foster community identity within the Apache area
- 2.4 Promote a maintenance plan that does not over-groom or over-prune arid plants, which causes shock and reduces flowering / pollination
- 2.5 Support trees which are high enough to provide habitat to birds of prey [hawks, owls, etc.] as part of a healthy and balanced urban forestry program
- 2.6 Encourage the use of permeable paving treatments to reduce surface run-off and urban heat island temperatures [see Principle 12]



Lantana montevidensis,
Lantana



Setcreasea pallida,
Purple Heart



Leucophyllum frutescens,
Texas Sage



Jacaranda mimosifolia,
Jacaranda



Pennisetum setaceum 'Rubrum',
Purple fountain grass



Opuntia macrocentra,
Purple pricklypear

Shade [Natural + Structural] – Shade of all types and textures everywhere. Set goals, track progress, expedite development of Tempe’s Urban Forest and Shade Canopy coverage to promote community health and reduce urban heat island effect in Tempe as evaluated criteria for Planned Area Developments [PAD].

3

- 3.1 Use the framework of Tempe City Council’s *Resolution for a Walkable Community* as an overarching goal for shade
- 3.2 Develop and foster Tempe’s Urban Forest program, including methods to record, monitor, and report
- 3.3 Establish a contiguous shade canopy along street frontages within the Transportation Overlay District [light rail station areas, safe routes to schools]
- 3.4 Support and encourage covered sidewalks along Apache Blvd. through structural projections with encroachment into the public rights-of-way
- 3.5 Require shading of exterior windows to mitigate heat and energy demand

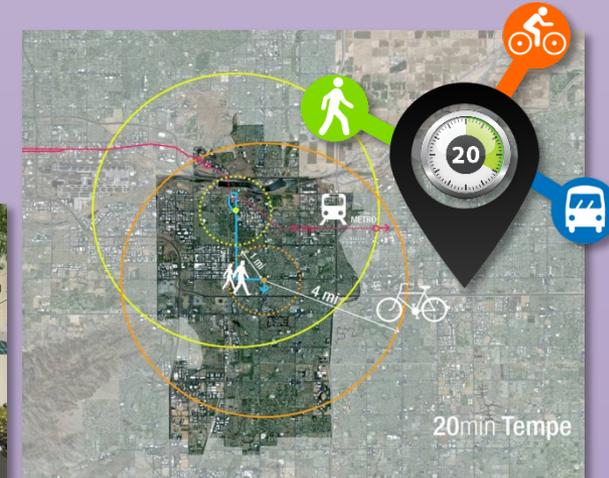


Hudson Park splash playground

Mobility: Tempe’s Vision as a 20-minute City – Design and maintain a network of “Complete Streets” which are safe, accessible, convenient, and comfortable for all ages, abilities, and transportation modes at all times.

4

- 4.1 Connecting people to their places of employment, education, recreation, healthcare, worship, etc. in a variety of multi-modal options (walk, bike, Orbit, regional bus, light rail, drive) defines “mobility”
- 4.2 Work to implement the GP2040 vision ratified by Tempe voters in 2014, including the objectives and strategies outlined in the “Circulation” chapter, “Seeking the 20-minute City”
- 4.3 Work to implement the projects outlined in the *Tempe Transportation Master Plan* [2015]
- 4.3 Tempe residents have cited mobility as essential and key to being able to age-in-place
- 4.4 Coordinate local and regional land use and transportation decisions to create a more balanced, multi-modal transportation system to reduce reliance on the automobile
- 4.5 Utilize technology to improve accessibility and mobility



20min Tempe

The Living City: Triple Bottom Line Mission – A systemic approach to Planning and (re)development which fosters a community that can successfully thrive incorporating a “Do Less Harm” ethic. A community balanced in three parts: social [health + safety], environmental [ecological], and economic [financial performance]; the 3 Ps: People, Planet, Profit, or the “Three Pillars of Sustainability”.

5

- 5.1 Consider life-cycle costs for buildings, new construction, and redevelopment projects
- 5.2 Balance/off-set net heat gains to the built environment [reflective heat, paved surfaces, rooftops] with organic roofs, coatings [white paint, etc.], and/or permeable paving to reduce urban heat island effect and allow for nighttime heat loss while minimizing daytime heat gain
- 5.3 Cultivate native and drought-tolerant landscape treatments [see Principle 2] except in Historic Districts / flood-irrigated areas
- 5.3 Encourage photovoltaic canopies for parking areas, rooftops, and shade structures
- 5.4 Implement Urban Forestry program to promote walkability, human health, and biodiversity
- 5.5 Support Escalante and other community gardens through school programs and public outreach



Thew Elementary School



Escalante Community Garden



Permeable paving treatment



White roof treatment

100-Year Buildings + Adaptive Reuse – Sustainability and resource efficiency informs building design and sense of place. Foster adaptability and use materials which create a sense of investment, permanence, and will stand the test of time.

6

- 6.1 Work with property owner of Marlatt’s Garage to incorporate the 1922 building at 1249 E. 8th St. into a site-specific redevelopment project
- 6.2 Work with the property owner to restore Watson’s Flowers historic neon roadway sign
- 6.3 Partner with the property owner of Baker’s Acre to incorporate existing buildings into redevelopment project, celebrating the last remaining example of the early Americana-style motor lodges along the Boulevard
- 6.4 Promote active engagement and participation in Tempe’s Adaptive Reuse, Storefront Improvement, and Home Improvement Planning Programs



Marlatt’s Garage



Infusion Coffee + Tea



Baker’s Acre



Watson’s Flowers

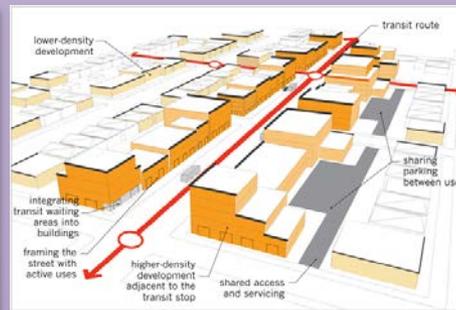
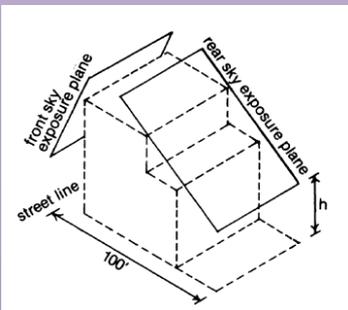
7. Streetscapes: Streets as Open Space – Embrace “Streets as Open Space” concept to balance existing open space as Tempe grows. Embellish with abundant shade, trees, landscape elements, street furniture, engaging storefronts, art, etc.

- 7.1 Enhance streets to maximize safe and efficient use by all users such as pedestrians, bicyclists, transit riders, and motorists following the principles of balanced streets
- 7.2 As density, restaurant, and retail options increase -- the need for open space becomes more important; encourage use of landscaped courtyards, street/sidewalk pocket parks, curb extensions, outdoor seating areas, and patios to increase activation of open space opportunities
- 7.3 Sidewalk zones along University Drive, Old Eighth Street, and Apache Boulevard should provide for a variety of active and social functions, including outdoor seating, café tables, pocket gardens, dog runs, etc.



8. Transitions – Design setbacks and step-downs to maintain integrity of single-family neighborhoods near mixed-use/multi-family developments. Maintain pedestrian-scaled building frontages. Use landscape treatments and art to soften transitions.

- 8.1 The Apache area is primarily characterized by denser, transit-oriented development surrounded by established historic districts [Tomlinson Estates Historic District, Borden Homes Historic District], post-war subdivisions [Carlson Park, Hudson Manor, Hudson Park], and areas with a rich Mexican American legacy [La Victoria/Victory Acres, Escalante]
- 8.2 Scale multi-family and mixed-use developments to meet the character of adjacent single-family areas where proximity occurs
- 8.3 Create healthy transitions along the Apache Boulevard where mixed-use parcels at LRT Station Areas are adjacent to single-family neighborhoods
- 8.4 Encourage active use and treatment of alleyways as an effective buffer/transition tool



9

Crossings: Safe, Convenient, Comfortable – Enhance safe routes to school, Universal Design [ADA], Union Pacific Railroad pedestrian/bike crossings, neighborhood access, shade at intersections, signalized crossings [HAWKS] where appropriate, bulb-outs, signal timing.

- 9.1 Partner with Union Pacific Railroad to create safe north-south crossings from Apache to Alameda areas to improve circulation and connectivity [focus on Smith Rd. area alignment; half-way between McClintock Drive and Price Road]
- 9.2 Partner with ADOT to enhance pedestrian crossings over the Loop 101 at Rio Salado Parkway, University Drive, and Apache Boulevard
- 9.3 Create strong north-south pedestrian connection on Smith Road from Town Lake/Tempe Marketplace to Smith-Martin LRT Station

10

Live / Work / Innovate: The Creative, Entrepreneurial City – Retain brains. Foster access to innovation/enterprise districts. Encourage collaborative work spaces and small business/start-up incubators in tandem with neighborhood-based goods/services, live-work options.

- 10.1 Partner with Arizona State University, Tempe Chamber of Commerce, private-sector developers, and local business community to create culture of innovative and creative live-work environments. These areas must be a walkable, transit-oriented, and neighborhood-scaled point of departure which stands out as different from the widespread suburban environment
- 10.2 Focus attention along the Apache Blvd. Light Rail Corridor, as well as the NE Industrial Area [see map] immediately south of Tempe Marketplace [see *GP 2040* for Projected Residential Density classifications]
- 10.3 The vision for the NE Industrial Area is vertical mixed-use redevelopment with a light industrial theme; this unique area benefits from its strategic location at Loops 101 + 102, which is currently projected with a mix of land uses as identified in *GP2040* which allows for residential
- 10.4 Work with Economic Development staff to create incentives for property owners who maintain light industrial uses on the ground-floor and loft-style residential/office/flex spaces above; it is essential for the City to maintain industrial land uses in its portfolio of property types
- 10.5 The NE Industrial Area has a well-established shade infrastructure and street patterns, has many buildings approaching 50 years old, and is walking/biking distance to Tempe Marketplace, the LRT line, and ASU-Main Campus
- 10.6 Mixed-use projects in the NE Industrial Area must be in an industrial/modern typology to create an authentic identity and point of departure from the pervasive stucco suburban environment; a destination where innovation can flourish
- 10.7 Construction materials throughout the Apache Area must be “honest” in nature, exposing their raw characteristics [glass, steel, metal, copper, rammed earth, concrete, concrete block, brick, wood, stone, masonry, terrazzo, wire rope/cables]; while limiting building materials with add-on surface treatments such as stucco, paint, laminents, veneers, “faux” materials, etc.
- 10.8 Landscape treatments must be Sonoran-appropriate and modern in design, avoiding treatments such as stucco screening walls, pink decomposed granite, and yellow lantana
- 10.9 Implement objectives and strategies outlined in the *GP2040* “101/202 Interchange Growth Area Goal” section



The Circuit Tempe



Vertical Mixed-Use; screened parking



Raw / exposed building materials



Modern / Industrial typology

Pedestrian Scale – Foster Apache as a premier pedestrian environment and destination. Provide human-scaled experiences by layering interests and maintaining a walkable rhythm of building entries. Superblocks contradict a walkable pedestrian scale.

11

- 11.1 Encourage on-street parking to support viable ground-floor leases and immediate short-term parking in strategic locations where appropriate, based on daily vehicle counts [for example, between Smith Rd. and the Tempe Canal]
- 11.2 Encourage flexibility in meeting the requirements for uses within mixed-use areas [office, restaurant, retail, etc.] to energize ground floor activity
- 11.3 Promote uses that balance over a 24-hour daily cycle to energize street activity and create vitality
- 11.4 Encourage walk-up residential units with landscaped areas along street frontages at the ground-floor
- 11.5 Support existing grid/single-block street pattern to prevent superblock development
- 11.6 Along main arterials/streetfronts, provide contiguous shade at building entrances, patios, and sidewalks with overhangs and/or covered sidewalks
[see Principle 3]



Building overhang covering building entrance



Building overhang covering patio



Building overhang covering sidewalk



Tempe Police Station

Green Infrastructure – Utilize the efficiency of natural systems where possible. These include rainwater harvesting, permeable paving, stormwater redirects to landscaped areas, solar shade, cool roofs, green roofs, etc.

12

- 12.1 Require rainwater harvesting, permeable paving, stormwater redirects to landscaped areas, solar shade, cool roofs, green roofs, and/or other green infrastructure applications in exchange for requests for Planned Area Development [PAD] overlays or other planning requests
- 12.2 Set-up water management goals to provide environmental and community benefits while increasing community resiliency to climate variations



Permeable paving



Bark / mulch helps soil retain water



Curb cut / redirect



Stormwater redirect

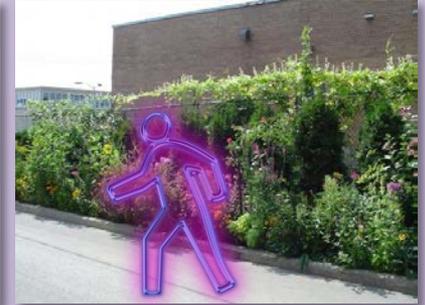


Rainwater harvesting / urban farming

Connectivity / Green Alleys – Connect people “to and through” neighborhoods and development projects. Repurpose alleyways as public trails to expand connectivity. Encourage active use of alleys through safe design.

13

- 13.1 As redevelopment happens along the arterials, work with developers to ensure frontages along alleyways are designed as well as other elevations
- 13.2 Focus on alleyways along the north side of Apache Blvd [adjacent to University Heights, Alegre, and Escalante neighborhoods] to improve existing conditions, safety, and activate use
- 13.3 Rethink existing alleyways as public open spaces to connect people to neighborhood-based places and destinations



Walkable Commercial / Foster Active Living – Foster human health, community wealth, and resource efficiency by establishing walkable corridors to increase local revenue and affordable aging-in-place options while lessening the necessity for driving.

14

- 14.1 Use the Health Impact Assessment [HIA] framework as a tool to study future plans, projects, and policies before projects get built or plans are put into place to help decision-makers understand how people’s health and quality of life is affected [physical activity, location affordability, access to employment / education / healthcare facilities, traffic / pedestrian safety, access to healthy food options]
- 14.2 Encourage collaboration among government entities so that regulations and funding priorities for housing, transportation, public health, and environmental issues create more livable communities
- 14.3 Implement “Complete Streets” identified in *Transportation Master Plan* with standards that balance all transportation modes and ensure equity among all Tempe residents
- 14.4 Support developments which contribute quality open space amenities [in exchange for density] as a means to promote healthy living
- 14.5 Support Canal-Oriented Development [see Principle 18] as a means to promote a healthy community
- 14.6 Implement objectives and strategies outlined in the *GP2040* “101/202 Interchange Growth Area Goal” section



Transit-oriented vertical mixed-use



Tempe Metro



Complete Street – Apache concept



Tempe Marketplace

Neighborhood Identity: Authentic Character – Celebrate neighborhood identity by promoting historic and cultural resources; encourage neighborhood differentiation. This serves as the foundation for authentic Placemaking for the Apache Area.

15

- 15.1 Celebrate rich Mexican American legacy through promotion of local place names, oral histories and traditions [see Character vignettes]
- 15.2 Promote *Old Eighth Street* [from Rural Rd. to McClintock Dr.] as a heritage tourism location linking the Historic Elias-Rodriguez House, Marlatt’s Garage, the Borden Creamery Complex [Four Peaks Brewing Co.], and the Kirkland-McKinney Ditch
- 15.3 Add gateways [at Rural Road and McClintock Drive], interpretive elements [self-guided walking tour], and signage along *Old Eighth Street* to showcase its unique history as Tempe’s last remnant section of America’s Bankhead [Ocean-to-Ocean] Highway
- 15.4 Encourage grant applications for the City of Tempe’s Maryanne Corder Neighborhood Grants, State Historic Preservation Office / federal-pass through grants, SRP-MIC Gaming Grants, and others for area projects which focus on neighborhood signage, identity, placemaking, etc.
- 15.5 Create active street banner program along Apache Blvd and *Old Eighth Street* to promote area identity, events, etc.
- 15.6 Promote the role of outdoor art throughout the area to keep Apache funky, cool, creative and engaging



Dorsey LRT Station



Inez Elias



Cabana on McClintock



Flora Thew



Apache Boulevard art mural



Artist-designed bike racks

Pocket Parks + Parklets – Enhance sense of place by reclaiming and dedicating public spaces for people. Improve quality of open space and levels of service as Tempe grows. Enhance outdoor business options and their environments by establishing active spaces.

16

- 16.1 Encourage parklets for outdoor dining, additional bike parking, public events and functions in areas where appropriate as a character-defining Placemaking tool
- 16.2 Encourage quality design in the public/private spaces between buildings to create much-desired pocket parks throughout the area



Public / Private Art: Neighborhood Identity + Expression – Promote outdoor art as community infrastructure in transportation, neighborhoods, parks, and commercial / office / mixed-use projects.

17

- 17.1 Work with Arts staff to expand the Art in Private Development [AIPD] Ordinance which excludes multi-family, mixed-use, and some industrial projects
- 17.2 Encourage grant applications for the City of Tempe’s Maryanne Corder Neighborhood Grants, State Historic Preservation Office / federal pass-through grants, SRP-MIC Gaming Grants, and others for area projects which focus on neighborhood signage, identity, placemaking, etc.
- 17.3 Triangulate uses in projects and places to create different user groups [young + old] during different times of the day and week



Hudson Park, labyrinth



Hudson Manor, mosaic



Esquer Park, skatepark



Hudson Park, skatepark



Borden Homes, mosaic

Canal-Oriented Development: Respect + Reclaim our Canals – Canals are a connection to the region and its history, essential for human civilization in the desert. The 181 miles of canals Valley-wide are also a major recreational asset benefitting human health.

18

- 18.1 Draft Canal-Oriented Development [COD] design guidelines for adoption by Mayor + Council
- 18.2 Implement COD format from City of Phoenix and City of Scottsdale to set consistent development standards/expectations for the region
- 18.3 Include hierarchy of layers for COD including regional destinations, intersection treatments, main arterial crossings, and interstitial spaces complete with meeting spots, intermittent shade respites, canalscape/landscape treatments, public art components, historic interpretation, maps / wayfinding / distance markers, as well as public outreach and education related to canals
- 18.4 Partner with Salt River Project to promote active use of public art and events in and around canals throughout Tempe



Western Canal



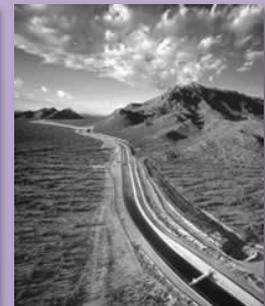
Canal-Oriented Development



Canal-Oriented Development



Canal multi-use path amenities



Central Arizona Project Canal

storyboard vision

APACHE

design influences

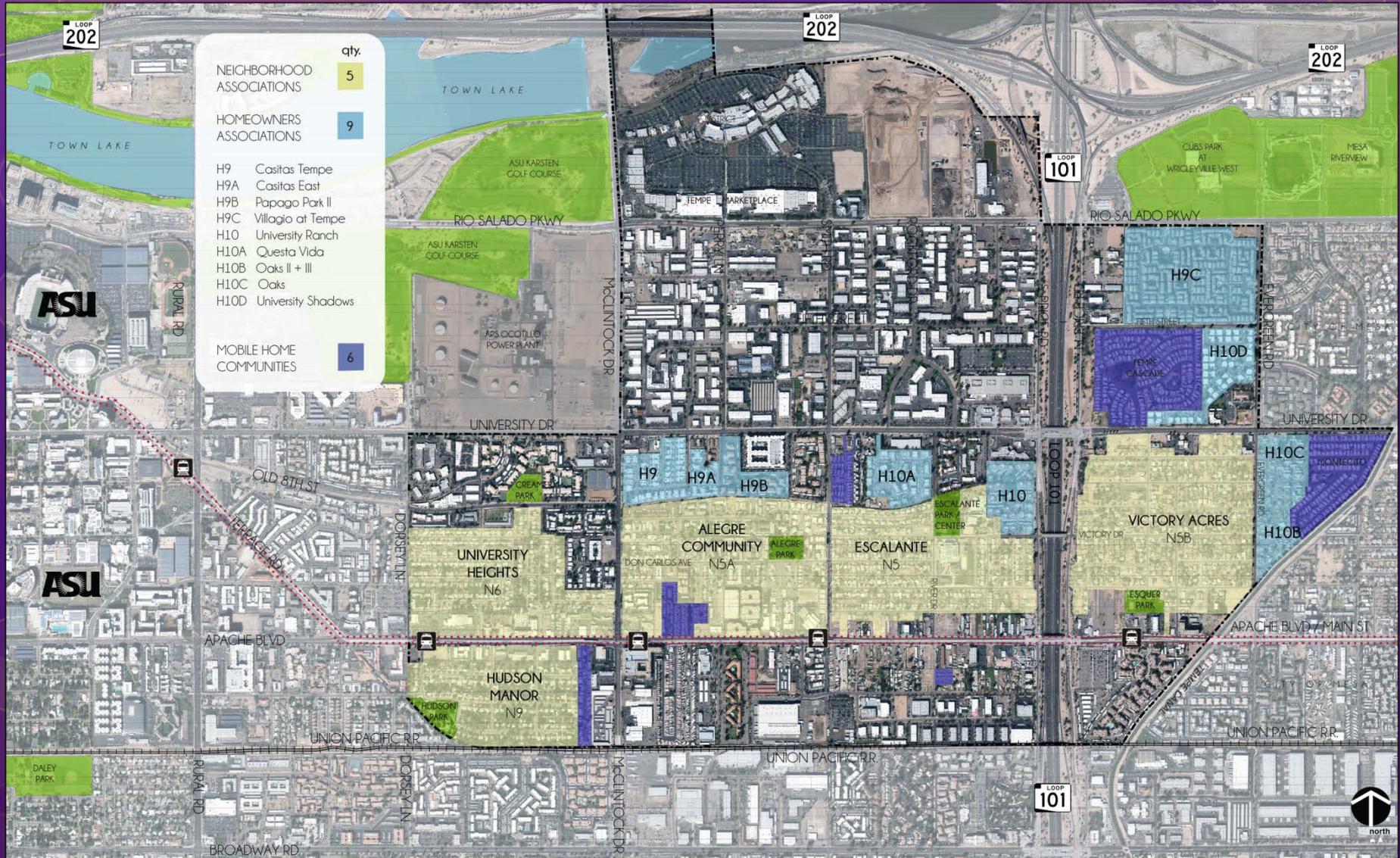


storyboard vision

APACHE

design influences







Residential Flood Irrigation in Tempe 1909-1958

Irrigation has been a part of Tempe's culture and landscape since the town's founding. When the first subdivisions were carved out of farms, developers simply dug more ditches to bring irrigation water to individual lots. The open ditches were gradually replaced by buried pipes beginning in the 1930s. As a strategy for beautifying the city, the residential irrigation network was a success, as it allowed Tempe's new neighborhoods to quickly acquire lawns and much-needed shade trees. As a self-supporting utility service, however, it is very costly to maintain. By 1958, new subdivisions in Tempe no longer offered flood irrigation.

The contextual basis of Residential Flood Irrigation involves the premise that historic sites include landscape features as integral components of their identity. Historic landscapes are representative of the time and era when they were originally established. When reflecting on Tempe's many historic neighborhoods, residents often think of lush landscape scenes. This context recognizes that preserving the integrity of flood-irrigated neighborhoods requires protection of historically-appropriate landscapes that contribute to the social and cultural significance of Tempe neighborhoods.

Conservation of water and energy are important aspects of sustainable desert living. From the onset, development of Tempe's irrigated neighborhoods was linked to flood irrigation from Valley canals. The shade trees and lush vegetation create a microclimate effect in these neighborhoods by shading structures and grounds. Ultimately, this can cool neighborhoods by as much as ten degrees, thereby decreasing energy demand overall. Shade also decreases the evapotranspiration rate, allowing vital ground water to stay where it is needed instead of being pulled from the ground by the desert sun.



TREES



<i>Acacia farnesiana</i>	Sweet Acacia
<i>Callistemon viminalis</i>	Weeping Bottlebrush
<i>Carya illinoensis</i>	Pecan
<i>Citrus species</i>	Citrus (various)
<i>Eriobotrya japonica</i>	Japanese Loquat
<i>Fraxinus velutina</i>	Arizona Ash
<i>Morus Alba</i>	Kingan Mulberry (fruitless)
<i>Pinus halepensis</i>	Aleppo Pine
<i>Punica granatum</i>	Pomegranate
<i>Ulmus parvifolia</i>	Chinese Evergreen Elm
<i>Vitex agnus-castus</i>	Chaste Tree

VINES

<i>Antigonon leptopus</i>	Queen's Wreath
<i>Campsis radicans</i>	Trumpet Vine
<i>Dipogon lignosus</i>	Australian Pea Vine
<i>Hedera helix</i>	English Ivy
<i>Lablab purpureus</i>	Hyacinth Bean
<i>Lagenaria species</i>	Gourds
<i>Lathurus odoratus</i>	Sweet Pea
<i>Marah gilensis</i>	Wild Cucumber
<i>Parthenocissus sp.</i>	Hacienda Creeper
<i>Tropaeolum species</i>	Nasturtiums
<i>Wisteria frutescens</i>	Wisteria



Chaste Tree



Aleppo Pine



Citrus Tree



Grape Myrtle

SHRUBS

<i>Agave species</i>	Agave
<i>Bougainvillea species</i>	Bougainvillea
<i>Buxux japonica</i>	Boxwood
<i>Jasminum mesnyi</i>	Primrose Jasmine
<i>Juniperus deppeana</i>	Chinese Juniper
<i>Lagerstroemia indica</i>	Crape Myrtle
<i>Leucophyllum frutescens</i>	Texas Sage
<i>Liguistrum japonicum</i>	Japanese Privet
<i>Liguistrum lucidum</i>	Wax Leaf Privet
<i>Myrtus communis compacta</i>	Dwarf Myrtle
<i>Nandina domestica</i>	Heavenly Bamboo
<i>Nerium oleander</i>	Oleander
<i>Pyracantha species</i>	Pyracantha
<i>Rosa species</i>	Roses
<i>Rosmarinus officinalis</i>	Rosemary
<i>Thuja orientalis</i>	Arborvitae
<i>Yucca species</i>	Yucca

ANNUALS

<i>Antirrhinum species</i>	Snapdragons
<i>Bellis perennis</i>	Daisies
<i>Calendula</i>	Pot Marigold
<i>Camellia species</i>	Camellia
<i>Chrysanthemum spp.</i>	Chrysanthemum
<i>Delphinium spp.</i>	Larkspur
<i>Dianthus caryophyllus</i>	Carnations
<i>Gardenia spp.</i>	Gardenia
<i>Geranium spp.</i>	Geranium
<i>Hemerocallis spp.</i>	Daylily
<i>Iris spp.</i>	Iris
<i>Lobularia maritima</i>	Sweet Alyssum
<i>Petunia spp.</i>	Petunias
<i>Tagetes spp.</i>	Marigolds
<i>Verbena spp.</i>	Verbena
<i>Viola spp.</i>	Violets
<i>Zinnias spp.</i>	Zinnia



Queen's Wreath



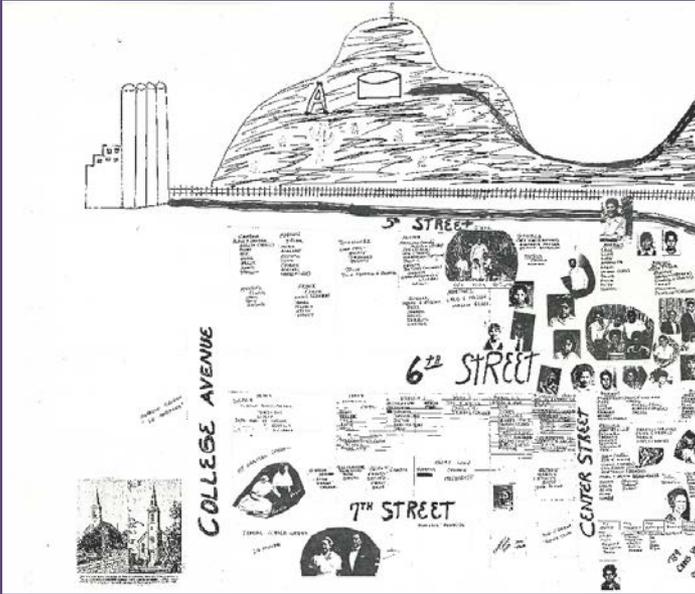
Wisteria



Verbena



Texas Sage



LA VICTORIA [VICTORY ACRES]

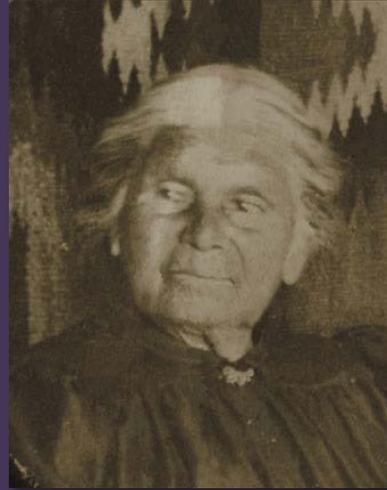
Victory Acres holds a great amount of history and distinction from other barrios in the state. Originally, residents lived in the **San Pablo** community up until the late 1950s, forced to relocate to the area now known as **Victory Acres** since then the neighborhood has developed unique character.

During its first fifteen years of existence, **Victory Acres** was not an incorporated portion of Tempe. Far removed from either Tempe or Mesa, neither municipality was particularly interested in annexing the development and having to provide utilities and other services in return for low tax base. During this period of relative isolation, the neighborhood was essentially self-sufficient, leading to the development of its strong sense of identity.

ESCALANTE

Escalante, a Spanish name meaning “climber”, is found on the east side of Tempe between University Drive and Apache Boulevard. History of the Escalante family can be found throughout the area, an example being the Escalante Recreation Community Center.

The neighborhood and senior center honors the name of the pioneer **Escalante** family, which has played a significant role in Tempe’s history. Its patriarch, **Manuel Escalante**, came to town in the early 1890s. His descendants have been active in Tempe affairs ever since. The recreation center especially honors three members of the family who gave their lives in World War II.



SOTELO

To the left, **Manuela** and **Maria Sotelo**, two admirable women of Mexican descent who helped shape what Tempe has become today. The **Sotelo** family owned much farm land in the area and as a result of that came the **Sotelo Addition Plat**.

The **Pedro Escalante House** was one of the homes built as part of the Sotelo Addition Plat in 1890, which reflected Tempe’s Mexican-American history. The old adobe home was demolished during the construction of the El Adobe Apartments.

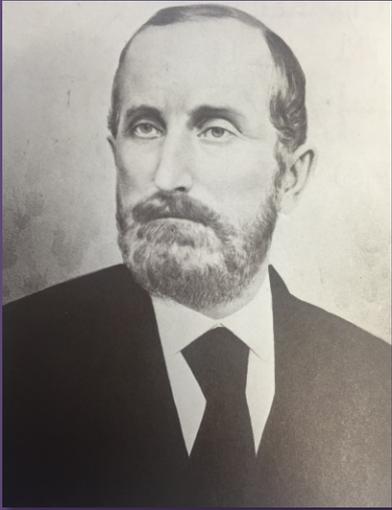


ESQUER

Eduardo and **Rita Esquer** were two migrants from Mexico who moved to Tucson, Arizona in the 1900s. Due to health complications, the **Esquer** family took the opportunity for work in Tempe, Arizona in 1941. Their daughter Mary was the first to buy property in **La Victoria**, followed by the rest of the siblings. Their family continues to be involved in the community, with several family members living in or near **La Victoria**. The newly renovated **Esquer Park** was built in the family's honor.



DON CARLOS

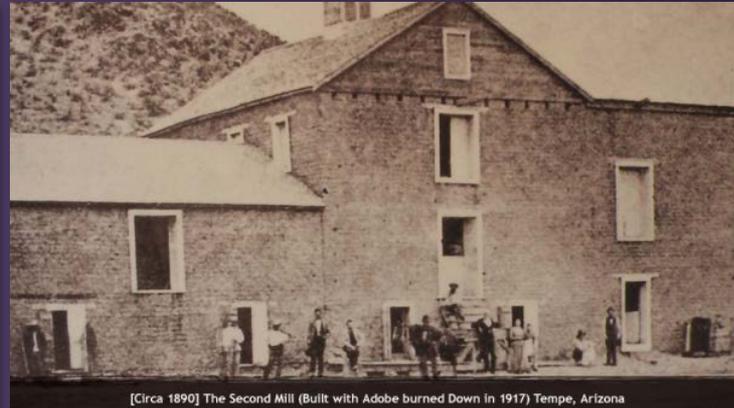


Along with his many contributions to the city of Tempe what **"Don Carlos", Charles Trumbull Hayden**, is best known for being the first to set grounds for commerce and industry. Having discovered Tempe's potential on his trip's delay to Prescott, in the late 1800s **"Don Carlos"** returned with a notion to create a flour mill powered by water from a canal.

La Casa Vieja [Hayden House], one of the most historic buildings in the Valley, was home of the Hayden family until around 1889, when the family moved to **Hayden Ranch**.



Hayden Ranch, located on the corner of McClintock Drive and University Drive, was also a home to **"Don Carlos"**. After his passing in 1900, **Hayden Ranch** was used to house professors, writers, and "any educated person with limited means". The house burned down in 1970.



[Circa 1890] The Second Mill (Built with Adobe burned Down in 1917) Tempe, Arizona





One of the oldest homes that remains in the City of Tempe is the **Elias-Rodriguez House**. In **1890 Vicente R. Elias** and his wife **Inez Moreno Elias** arrived in Tempe with their family. After working as a laborer, **Elias** was able to purchase property in the **Sotelo Addition** on which he constructed two adobe homes, the **Elias-Rodriguez** being one of them.



Inez Elias taken on north side of main house, 1917. Marcie McLarney Gorman collection.

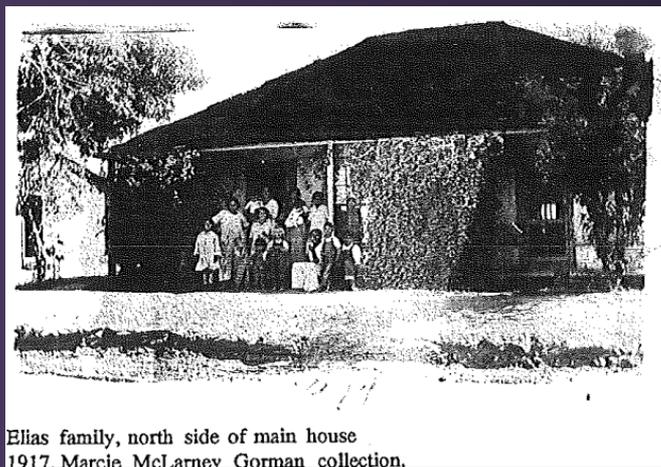


FLORA THEW

Flora Thew is remembered for her dedication to the students of Tempe. After 48 years of teaching first-graders, the **Tempe Elementary School District** recognized her by naming **Thew Elementary School** in her honor.



Vicente R. Elias and Inez Elias on rear deck of second house, main house in background, 1925. Marcie McLarney Gorman collection.



Elias family, north side of main house 1917. Marcie McLarney Gorman collection.



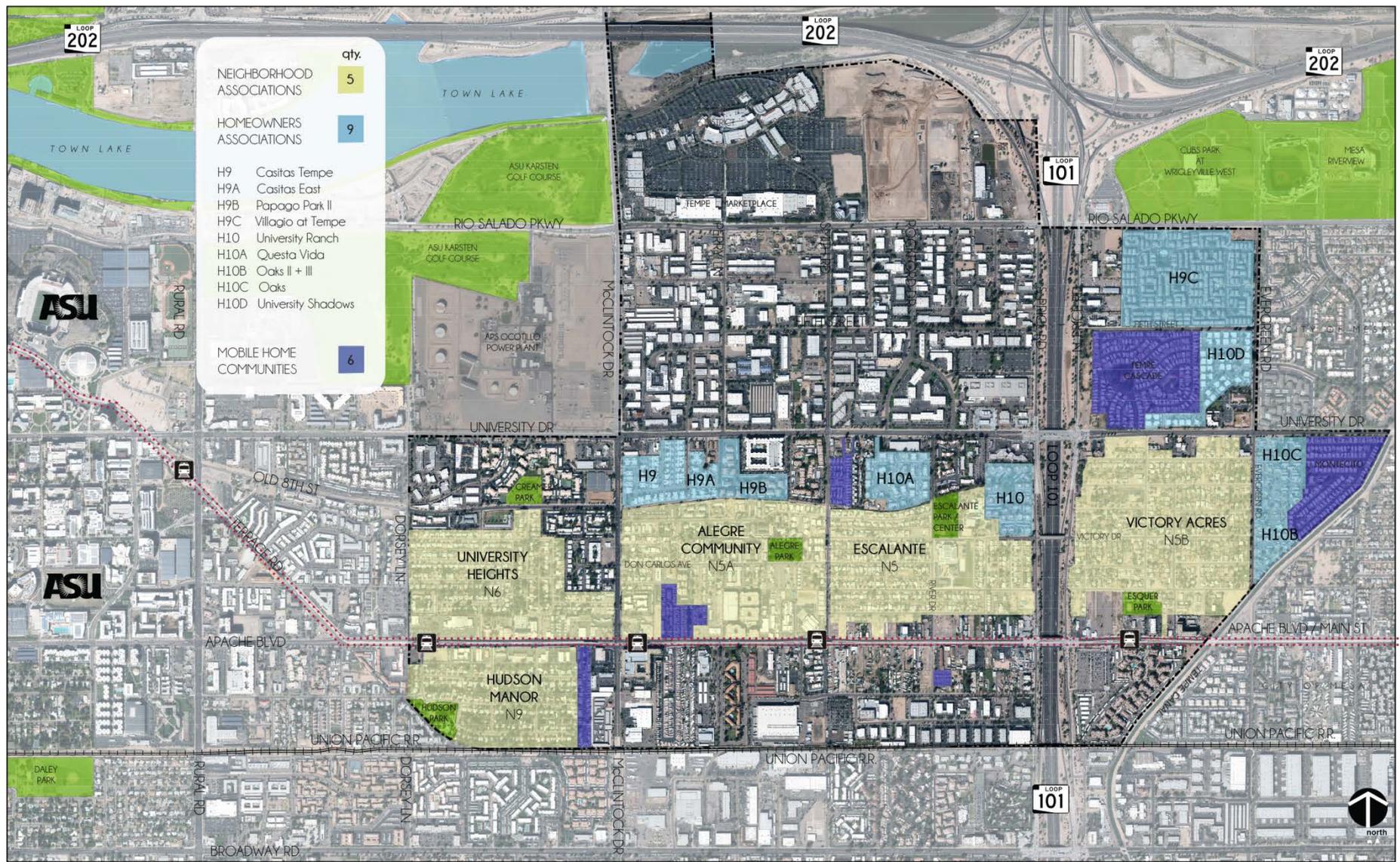
APACHE

Appendix



Character Area Plan - Appendix

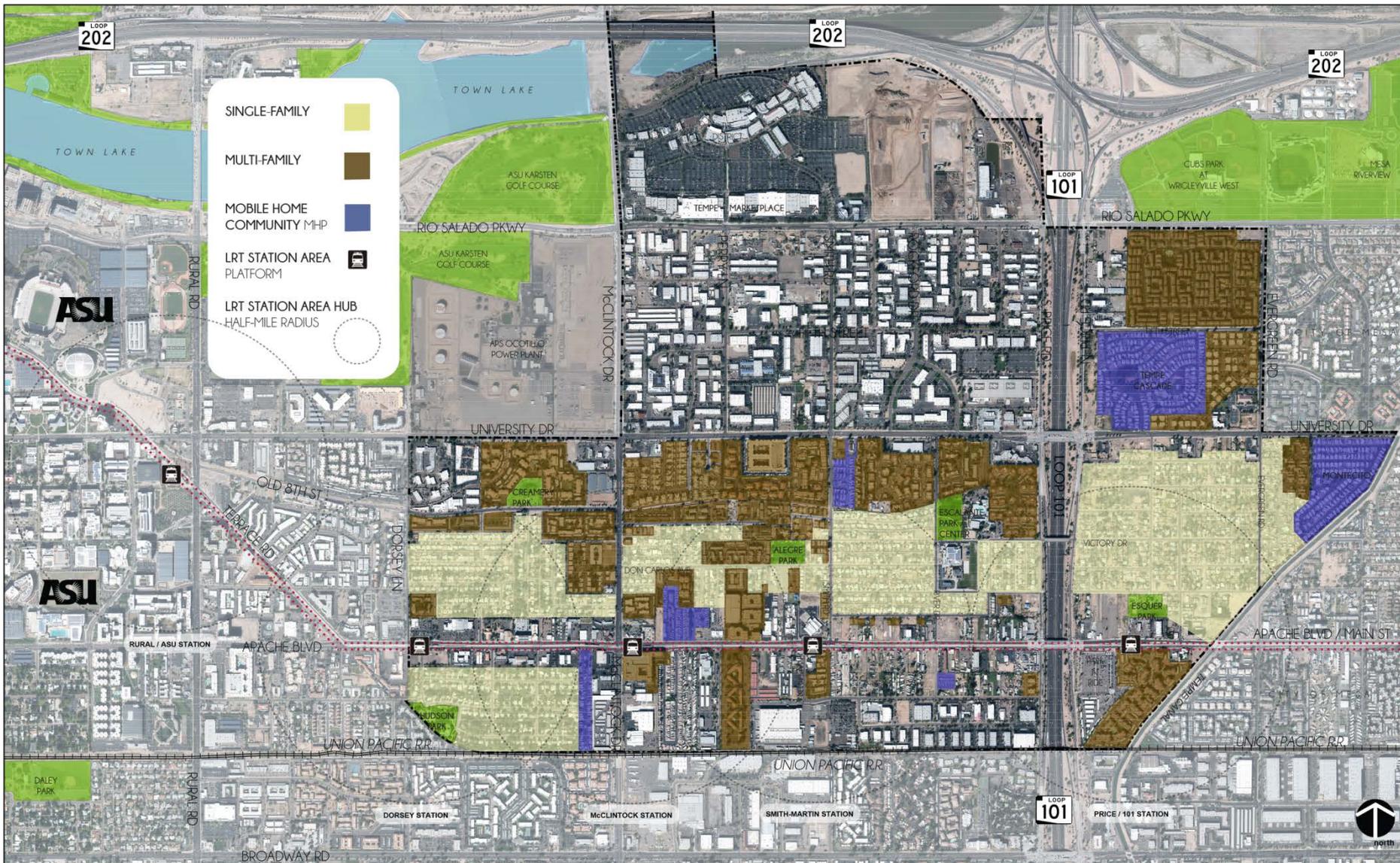
Maps, Architecture + Design, Historic + Cultural Resources, Commercial Inventory, and Support Documents





HOUSING SINGLE-FAMILY / MULTI-FAMILY

APACHE



HISTORIC PRESERVATION IN TEMPE

Tempe is a unique and vibrant community that embraces its past while looking toward its future. Historic preservation is a vital tool in this effort to identify and retain Tempe's distinctive character. The Tempe Historic Preservation Office works to ensure that our significant historic and cultural resources – whether a prehistoric archaeological site, a Territorial era adobe building, or our 1970 glass-and-steel inverted pyramid Tempe Municipal Building – receive due consideration in the planning and development process.

PRESERVATION GOALS

Historic preservation contributes to a number of goals identified as important to Tempeans. In addition to maintaining a varied architectural environment that is often imitated but never replicated, historic preservation supports sustainability by encouraging the adaptive reuse of commercial buildings, assists economic development efforts by retaining a sense of place valued by employers and potential new residents, and promotes tourism by highlighting the diverse range of historic and cultural resources found in Tempe.

NEIGHBORHOOD PRESERVATION + STABILIZATION

Preservation of our historic neighborhoods is a key priority of the Tempe Historic Preservation Office. Far from merely recognizing the stately homes of affluent early residents, our historic preservation program has reinforced a strong sense of community in neighborhoods spanning from the early-twentieth-century homes of Maple-Ash to the mid-to-late 1950s homes of Date Palm Manor. Historic designation, whether applied to an individual home or an entire neighborhood, has been shown to be of great value to all citizens – not just those residing in historic homes. Multiple studies indicate a positive correlation between historic designation and owner occupancy rates, increased property values, reduced calls for police service, and a stronger sense of identity. Neighborhood design guidelines, developed in conjunction with residents of historic districts following listing in the *Tempe Historic Property Register*, serve as a roadmap for maintaining a neighborhood's historic aesthetic. Historic Preservation Commission review of proposals to alter or redevelop designated homes assures that changes are carried out in a manner that is sensitive to the important character defining features identified by residents. These protections, which do not change a property's underlying zoning or otherwise impact private property rights, allow for the preservation and stabilization of Tempe's many historic neighborhoods.

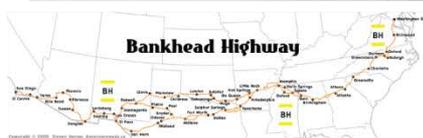
HISTORIC APACHE AREA CONTEXT

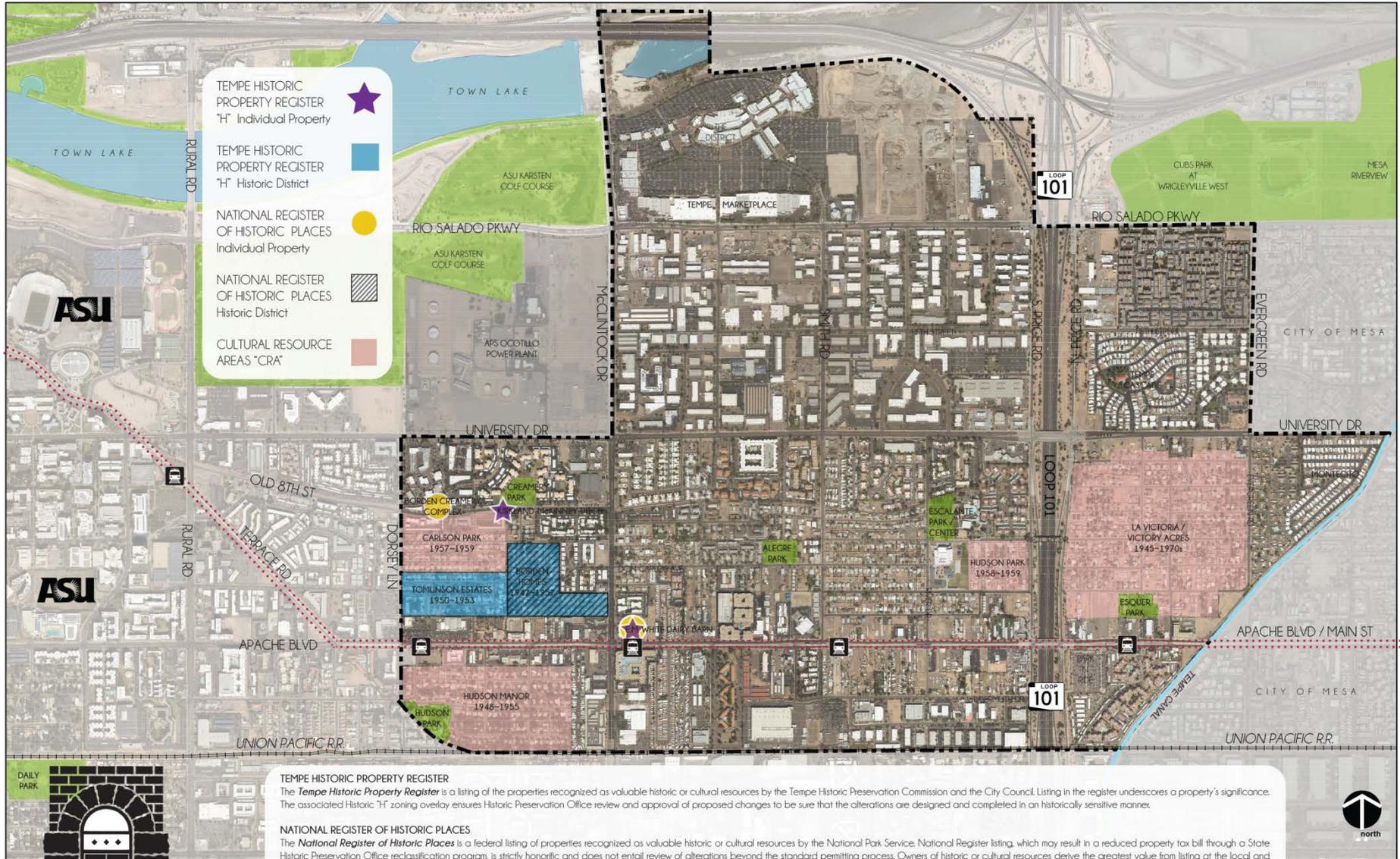
Apache has long been a primary transportation corridor for both Tempe and the Valley at large. Native American traders traveled through La Plaza, a thriving prehistoric Hohokam village located largely within **Apache's** boundaries. The presence of Tempe Butte [‘A’ Mountain] and the Papago Buttes created a hard bottom river crossing used by ancient travelers and nineteenth-century pioneers alike, many of them passing through what is now **Apache** on their way to the Salt River and points beyond. Early Hispanic and Anglo settlers revitalized prehistoric canals and dug new waterways to move irrigation water to **Apache's** once-fertile agricultural fields. The advent of the twentieth century saw laborers and adventure-seeking motorists traversing the area on their way to the **Apache Trail** and the Roosevelt Dam construction camp. The Ocean-to-Ocean Highway, one of America's first transcontinental auto trails, ran through Apache. Later, the Bankhead Highway auto trail bisected the **Apache** Character Area. Later still, present-day **Apache Boulevard** served as U.S. Routes 60, 70, 80, and 89 and State Route 93, carrying travelers to and from the Mill Avenue bridge.

Spanning southward from Loop 202 to the Union Pacific Railroad tracks and encompassing stretches of the Valley Metro light rail route and Loop 101, **Apache** remains a heavily-traveled transportation corridor. Transit of one form or another helped shape the area's development and has left an enduring physical legacy reflected throughout Apache. Old Eighth Street, the former Bankhead Highway alignment, is home to Marlatt's Garage, an Historic Eligible 1922 filling station, and Four Peaks Brewing Company, an adaptive reuse of the Historic Eligible and National Register-listed 1892 Borden Creamery Complex. Abandoned railroad tracks and an open section of the Tempe Historic Property Register-listed 1871 Kirkland-McKinney Ditch add to **Apache's** identity as a corridor of movement and activity. Amidst the din of light rail, auto, and pedestrian traffic that is **Apache Boulevard**, further clues as to the importance of transportation emerge. The busy roadway still boasts many of the former auto courts erected to house weary travelers and remains a hub of restaurants – including Tempe Tavern, an adaptive reuse of the circa 1919 cobblestone E.M. White Dairy Barn.

Apache's earliest residential developments, including the Hudson Manor Cultural Resource Area and the locally designated Tomlinson Estates Historic District, speak to the construction of post-World War II housing on former agricultural land conveniently located along a major thoroughfare. Mobile home communities along **Apache Boulevard** represent the economic impact of vacationers, retirees, and snowbirds, while the numerous industrial ventures near the railroad tracks highlight the role of rail transport in Tempe's growth.

Today, the light rail line and its associated Transit-Oriented Development [“TOD”] overlay zoning have kickstarted the process of revitalizing **Apache Boulevard** as a retail destination and redrawing the boulevard's skyline with large mixed-use developments. Thus, transportation – the primary driver of **Apache's** past development – remains a motive force in **Apache's** present-day and future stories.





TEMPE HISTORIC PROPERTY REGISTER

The *Tempe Historic Property Register* is a listing of the properties recognized as valuable historic or cultural resources by the Tempe Historic Preservation Commission and the City Council. Listing in the register underscores a property's significance. The associated Historic "H" zoning overlay ensures Historic Preservation Office review and approval of proposed changes to be sure that the alterations are designed and completed in an historically sensitive manner.

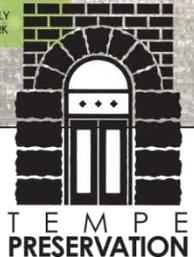
NATIONAL REGISTER OF HISTORIC PLACES

The *National Register of Historic Places* is a federal listing of properties recognized as valuable historic or cultural resources by the National Park Service. National Register listing, which may result in a reduced property tax bill through a State Historic Preservation Office reclassification program, is strictly honorific and does not entail review of alterations beyond the standard permitting process. Owners of historic or cultural resources derive the greatest value from listing at the local and national level, thereby ensuring that changes to the property are made in an historically sensitive manner while potentially reducing their tax burden.

TEMPE CULTURAL RESOURCE AREAS "CRA"

Cultural Resource Areas are residential areas identified on the density map that are considered culturally significant to the character of Tempe, based upon the 2001 Post-World War II Subdivision Study. It is desirable to maintain the character of these areas. The underlying zoning should remain appropriate for these areas, with a protected density and intensity to conform with the zoning standards in place in 2003.

NOTE: For a complete listing and historic background on *Post-WWII Subdivisions* please see *Tempe Post-World War II Context Study*, Scott Soliday, 2001.



ARCHITECTURE + DESIGN IN TEMPE



ARCHITECTURE + DESIGN IN TEMPE

As stated in the Community Design Element of Tempe's *General Plan 2040*, distinctive design has long been a factor in shaping the community's built form. Tempe has been recognized for integration of design review, sign control, dark sky protection, landscape treatments, public art, transit-oriented design and downtown revitalization. The community continues to enhance its sense of place and pride through the refinement, development and support of programs and policies resulting in standards of the highest quality for design in the built environment. Limited in expansion by finite municipal boundaries, the future of Tempe's built form will be determined not by planned sprawl, but by principled infill, redevelopment, rehabilitation and preservation. The foundation of community design in Tempe is its distinctive character and sense of place, as informed by context and guided by the principles of Integration, Innovation, Definition and Articulation.

DESIGN GOALS

Attainment of goals identified in *General Plan 2040*, such as enhanced quality of life and preservation of neighborhood character, increased economic vitality, sustained mobility / greater accessibility, and sustainability / environmental stewardship, will be related to, if not a direct result of, quality design in the built environment.

Tempe's *Zoning and Development Code* sets forth certain criteria to ensure that buildings and their surroundings are functional, safe, accessible and attractive - designed with contextually aesthetic values, defensible space and crime preventative features, as well as accessibility for pedestrians and those with disabilities.

General Plan 2040 articulates this vision: Streets, walks and paths, typically based on the street grid emanating from Tempe's original town site, make connections between spaces and places within and beyond the surrounding community. These connections are enhanced, rather than hindered, by development. Appropriate variations in character and scale are expected and encouraged. Interactive encroachments, such as large shade trees and seating near bus stops, sidewalk dining and display areas, together with shade overhangs and permeable building facades that invite activity, are promoted. On-street parking is used as a streetscape element, where appropriate. Shading is used to minimize solar heat gain and heat island effect, while responding to environmental conditions. Open space provides the connecting tissue to integrate neighborhoods with parks by preserving paths, lakes and canals, as well as the basis for enhancing interaction and providing residents opportunities to lead an active and healthy lifestyle.

APACHE AREA ARCHITECTURE + DESIGN

APACHE AREA ARCHITECTURE + DESIGN

Architectural design within Character Area 4: **Apache** is as diverse and expressive as its population. Individual structures evoking the aspirations of their builders from days gone by intermingle with contemporary commercial and residential complexes, all united by a sense of movement reverberating from the earliest periods of construction in the area. From its beginning as the trail leading eastward to the Superstition Mountains and the Roosevelt Dam construction site, through the heyday of the automobile era and **Apache Boulevard's** designation as multiple state and national highway routes, to the coming of the 101 and 202 freeways and, ultimately, light rail, the character of development throughout the **Apache** corridor has long been influenced by transportation-related factors.

Prominent features of the **Apache** Area include:

- **Old 8th Street / Bankhead Highway [Ocean-to-Ocean Highway] / Borden Creamery [Four Peaks Brewery] / Kirkland-McKinney Ditch**
- **Southern [Union] Pacific Railroad**
- Mexican-American heritage in neighborhoods such as **Victory Acres, Escalante** and **Allegre**
- Post-War / flood-irrigated subdivisions, such as **Borden Homes, Tomlinson Estates** and **Hudson Manor**
- Mobile home communities
- **Price [101]** and **Red Mountain [202] Freeways**
- **Thew Elementary School** and **Allegre, Creamery, Escalante, Esquer, Hudson,** and **Victory Parks**

- **"Roadside Americana"** as can still be seen in motor lodges and auto courts such as **Baker's Acre** [and was once seen at the **Wigwam Village, Harmon's Red Barn, Sambo's Restaurant, A&W Drive-In,** etc.]
- Northeast Industrial Area, including **Rockford Fosgate** and **The Circuit Tempe**, as well as the recently rehabilitated **Mission at Minder Binder's**
- City reinvestment projects, beginning with residential redevelopment in **Victory Acres**, followed by the **William J. Ream Senior Complex, Fire Station No. 1, Apache Police Substation, Escalante Community Center / Community Garden** and **Tempe Marketplace**
- **Metro Light Rail**, including two Park-n-Rides and four LRT Station Areas

ARCHITECTURAL STYLES

Architectural styles are widely varied and include the Mission Revival [Borden Creamery / Four Peaks] and Commercial Vernacular [White Dairy Barn / Tempe Tavern] of the late 19th/early 20th century; the widespread Utilitarian and Vernacular of the Great Depression / World War II era; and the National Folk [Victory Acres, Baker's Acre], early Ranch [Borden Homes / Tomlinson Estates, Hudson Manor] and Mid-century Modern [Watson's Flowers] of the Post-War period. Late 20th century and early Post-Millennial buildings include the vaguely Post-Modern [Arbor Park Apartments] and enduringly ubiquitous Spanish Colonial Revival [many examples]; Contemporary / mildly Modern [Apache Police Substation, Thew School, U.S. Post Office, Gracie's Village, Grigio Metro, the Domain, etc.]; and even Territorial Revival [Fire Station #1].



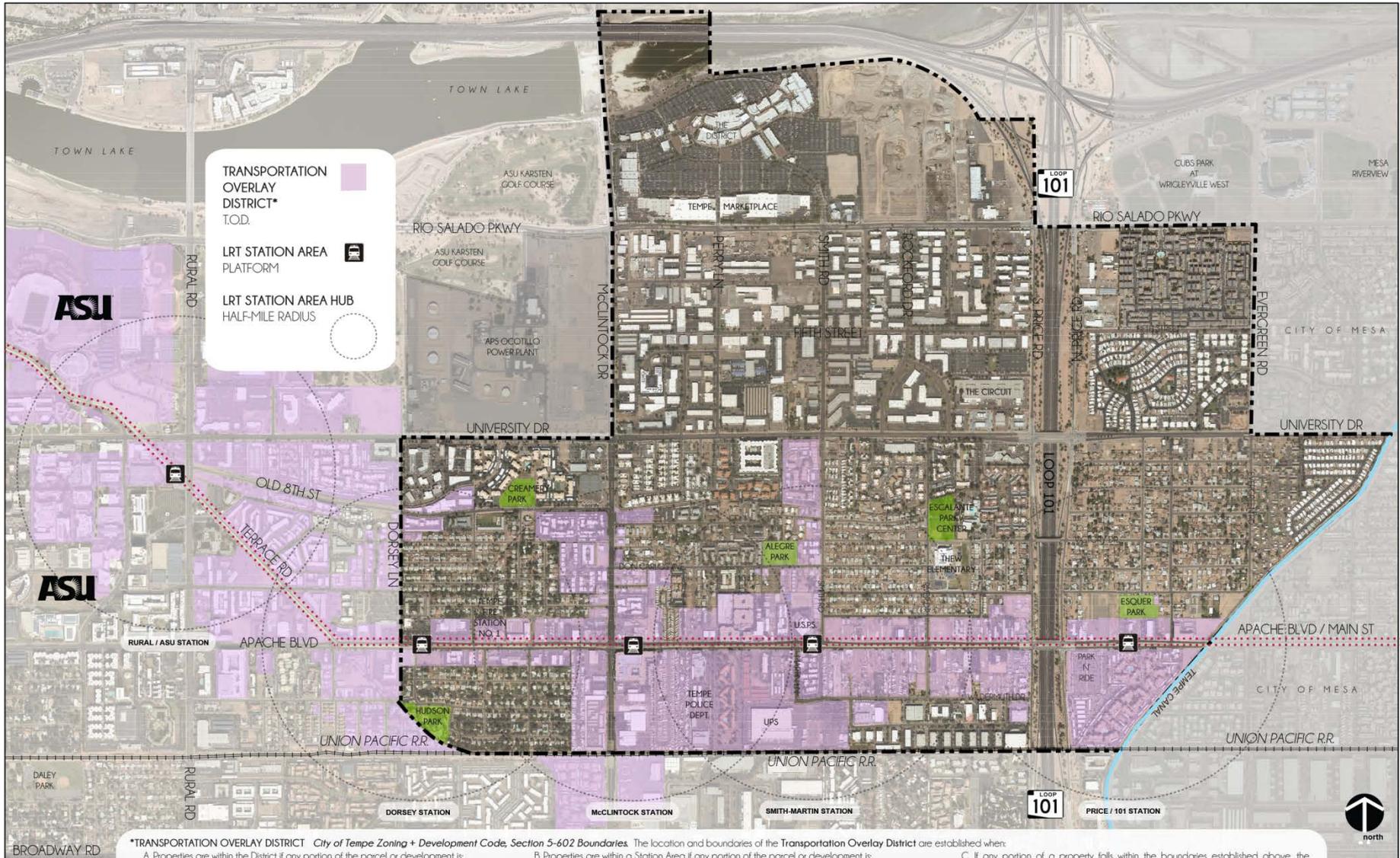


"CALLE OCHO" OLD 8TH STREET

Architectural design within Character Area 4: **Apache** is as diverse and expressive as its population. Individual structures evoking the aspirations of their builders from days gone by intermingle with contemporary commercial and residential complexes, all united by a sense of movement reverberating from the earliest periods of construction in the area. From its beginning as the trail leading eastward to the Superstition Mountains and the Roosevelt Dam construction site, through the heyday of the automobile era and **Apache Boulevard's** designation as multiple state and national highway routes, to the coming of the 101 and 202 freeways and, ultimately, light rail, the character of development throughout the **Apache** corridor has long been influenced by transportation-related factors.

BANKHEAD "OCEAN-TO-OCEAN" HIGHWAY

Architectural design within Character Area 4: **Apache** is as diverse and expressive as its population. Individual structures evoking the aspirations of their builders from days gone by intermingle with contemporary commercial and residential complexes, all united by a sense of movement reverberating from the earliest periods of construction in the area. From its beginning as the trail leading eastward to the Superstition Mountains and the Roosevelt Dam construction site, through the heyday of the automobile era and **Apache Boulevard's** designation as multiple state and national highway routes, to the coming of the 101 and 202 freeways and, ultimately, light rail, the character of development throughout the **Apache** corridor has long been influenced by transportation-related factors.



***TRANSPORTATION OVERLAY DISTRICT** City of Tempe Zoning + Development Code, Section 5-602 Boundaries. The location and boundaries of the Transportation Overlay District are established when:

A. Properties are within the District if any portion of the parcel or development is:

1. Adjacent to a public right-of-way located within 1,950 linear feet from the center of a light rail station platform, measured along the center of the public right-of-way; or
2. Along a corridor ranging in width up to 800 feet, centered on the light rail line.

B. Properties are within a Station Area if any portion of the parcel or development is:

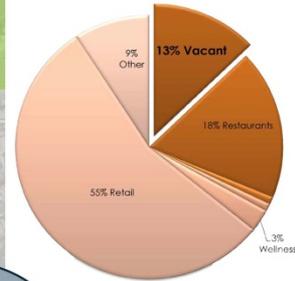
1. Adjacent to a public right-of-way located within 800 linear feet of a light rail station platform, measured along the center of any public right of way and including only properties adjacent to the public right-of-way.

C. If any portion of a property falls within the boundaries established above, the balance of the property shall comply with these standards. For the purposes of determining development standards within the District, any property not within a Station Area is referred to as being in the Corridor.



COMMERCIAL CORRIDORS

APACHE RIO SALADO CORRIDOR

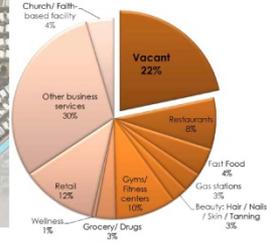
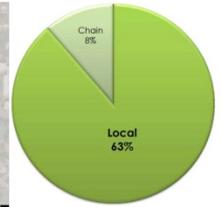
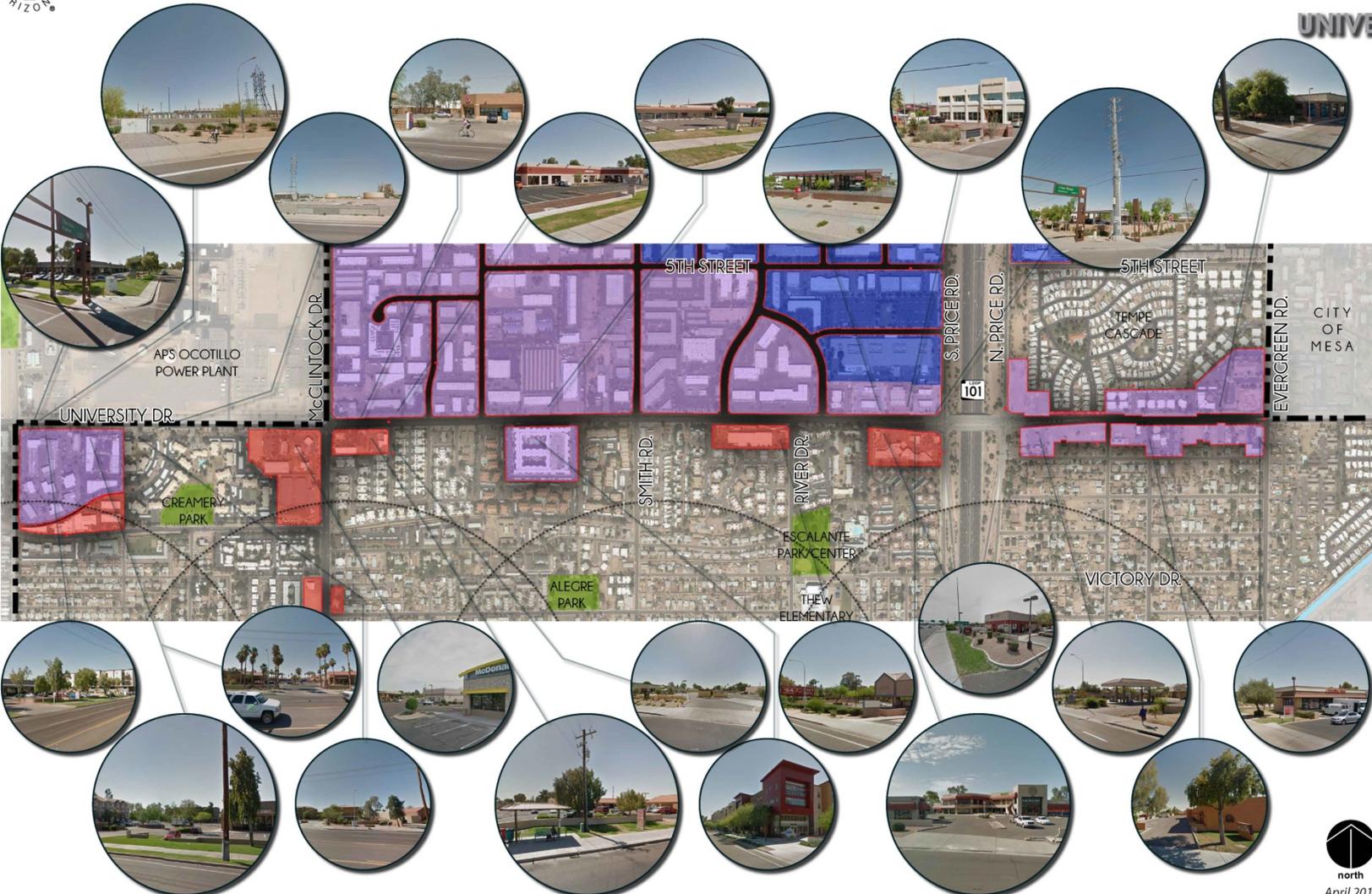


April 2015



COMMERCIAL CORRIDORS

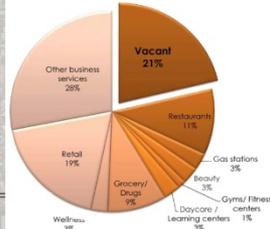
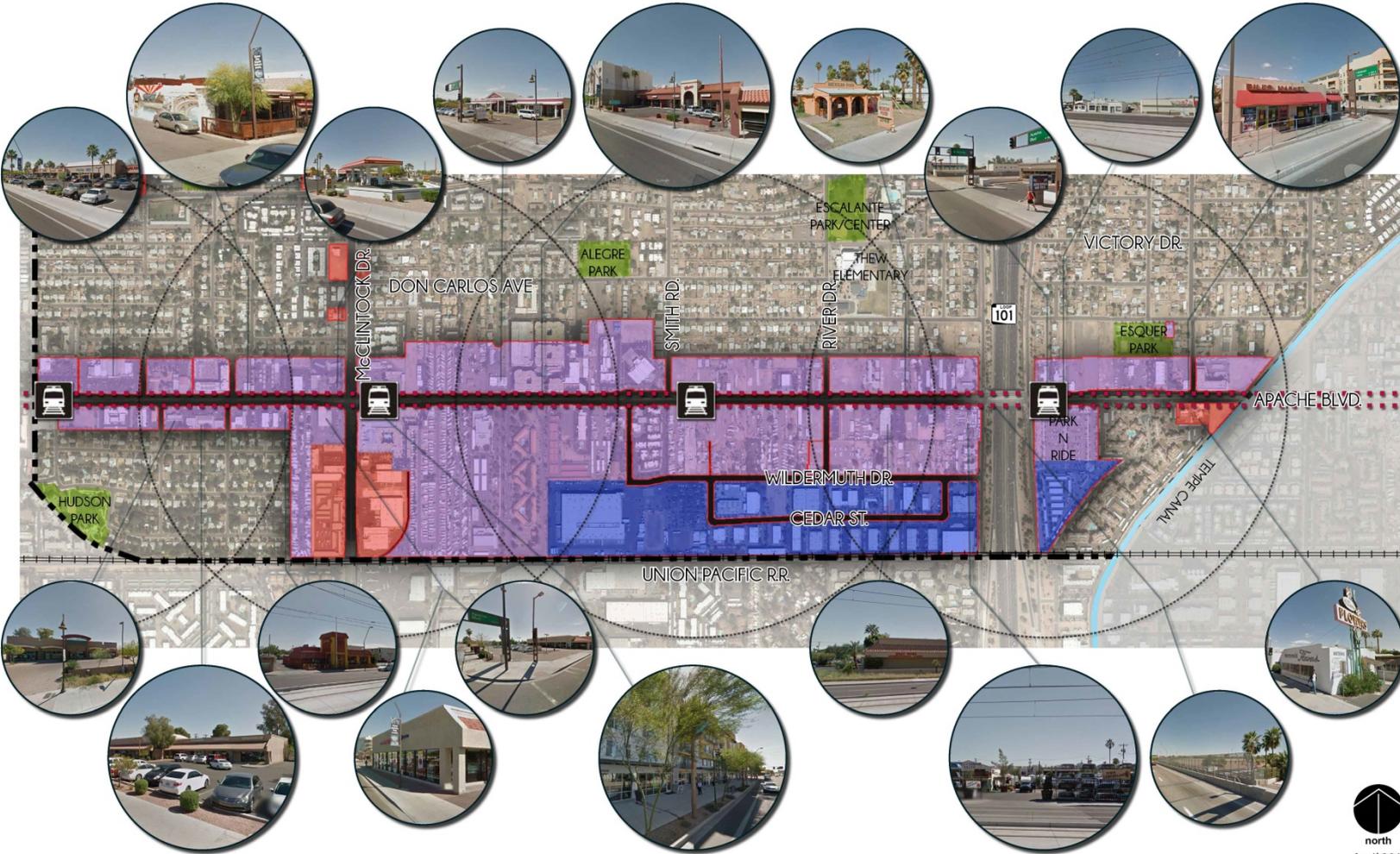
APACHE UNIVERSITY CORRIDOR





COMMERCIAL CORRIDORS

APACHE APACHE CORRIDOR





CITY OF TEMPE
REQUEST FOR COUNCIL ACTION

Council Meeting Date: 01/14/2016
Agenda Item: 5C2

ACTION: Adopt a resolution adopting the ALAMEDA CHARACTER AREA PLAN, dated December 2015; consisting of character area maps, placemaking principles, and an appendix. The applicant is the City of Tempe. (Resolution No. R2016.03)

FISCAL IMPACT: There is no fiscal impact on City funds.

RECOMMENDATION: Adopt Resolution No. R2016.03
Development Review Commission – Approval (7-0 vote) subject to conditions
[see DRC Summary]

BACKGROUND INFORMATION: ALAMEDA CHARACTER AREA PLAN (PL150461) consists of a planning area generally bound by the Union Pacific Railroad south to the US-60, and Priest Drive east to the Tempe Canal / Tempe municipal border. Alameda is a community-driven plan for one of eight Character Areas within Tempe. Character Area Plans provide additional policy refinement and direction for community design, development activities, and public or private enhancements desired by stakeholders within each area. The Alameda Character Area Plan was developed through a 12-month process of public input to create this guidance document to work in conjunction with, and to refine *Tempe General Plan 2040*. The *GP2040* Community Design Element identifies how Character Area Plans may be developed:

CHARACTER AREA PLANNING

Community design principles are typically applied as development occurs on a project-by-project basis. However, greater specificity of the design character, along with land uses, can be developed for smaller areas of the city. Character Areas recognize areas or groups of neighborhoods that contain common design, land use and commercial characteristics distinct from neighboring areas. Similarities in age of housing, styles of architecture, patterns of development, materials, land use or street patterns, lot size, landscape elements, landmarks, social magnets, and/or physical barriers form some of the recognizable differences. Creating this General Plan refinement would take place through development of Character Area Plans for specific areas of Tempe.

ATTACHMENTS: Resolution, Attachment A

STAFF CONTACT(S): Ryan Levesque, Deputy Community Development Director – Planning, (480) 858-2393

Department Director: Dave Nakagawara, Community Development Director
Legal review by: Teresa Voss, Assistant City Attorney
Prepared by: Hunter Hansen, Project Management Coordinator

DEVELOPMENT REVIEW COMMISSION SUMMARY:

December 8, 2015 presentation by Hunter Hansen, Project Management Coordinator, City of Tempe

Vice-Chair Barger express that he would like to be more aware of landscape plans. He also stated that he loves all the pictures in the presentation of Alameda Character Area Plan. He likes the lushness of the trees and plants.

Vice-Chair Barger commented on the public email that has been received and asked Mr. Hansen to expand on the course of conversation in the email. Mr. Hansen replied “yes”, and advised that the person who wrote it is here tonight to speak. The email is from the leader of the College Avenue Corridor group. This group would like to be identified as their own group within Alameda.

Vice-Chair Barger asked how that could be expressed in the Character Area Plans. Mr. Hansen replied that the Character Area is mapped for the entire city, and that staff has added a *College Avenue Corridor Hub* as a group in the main citywide map. Mr. Hansen stated that staff has been very accommodating with public request. The Character Plan is inclusive of how people want to identify themselves. The boundaries of College Avenue Corridor extends through both CA3 - Downtown / Town Lake / ASU (which includes neighborhoods south of ASU campus to Broadway), as well as CA5 - Alameda (south along College Avenue from Broadway to the US-60).

Public Comment: 1

Mr. Paul Hubble, Tempe resident, stated that he is representing the College Avenue Corridor Leadership Group. It consists of Chairman and Vice-Chairman of five different Neighborhood Associations and two Home Owners Associations. He is present to request two different wording changes to the Alameda Character Area Plan. The changes are related to the use of the allies. Changing the interface between new multi-family developments and existing single-family neighborhoods in regards to privacy and the usage of the alley in the single-family neighborhoods. There are neighborhoods concerns of recent burglaries and the access gained from the backyards by way of the allies and casual traffic.

Chairman Kent asked Mr. Hubble for examples of the kind of activities that occur in the allies and also, an example of how to repurpose the alleyways. Chairman Kent also asked what is an “arterial alleyway”. Mr. Hubble responded that “arterial alleys” are alleys that are parallel to major roads and adjoin commercial or multi-use properties on the arteries themselves.

Commissioner Brown asked Mr. Hubble if he could provide an example of any multi-family housing backing up to an alley and where a setback is affected. Mr. Hubble said the Dorsey Lane development on Broadway Road and Dorsey Lane has three-story condos right up against the alley wall, immediately adjacent to single-family homes. There is no privacy in backyards or windows of the homes. Commissioner Brown then asked about use of alleys as green space, Mr. Hubble asking for no commercial businesses in the alley and he thinks that any improvement to the alley is greatly appreciated. Mr. Hubble responded that he is not advocating using the alleys as a trail or bikeway.

Staff, Mr. Levesque expressed that staff is looking at the language of the alleyways and defining the alleys which are adjacent and in close proximity to major crossroads.

Vice-Chair Barger clarified that Mr. Hubble is requesting to not have anything other than trash, and not to encourage trails or pedestrian use or other things in alleys that are in all single-family neighborhoods (only appropriate treatments for arterial alleys). Mr. Hubble agreed and also thinks that security of the alleys could be improved. Vice-Chair Barger clarified the suggestion to be harmonious with single-family neighbors across the alley, but not saying that there would be single-family homes not backing up to single-family homes where there could be a lower building (but not three stories high).

Commissioner Johnson asked staff, if there would be community involvement if an alleyway would be improved. Staff, Mr. Levesque agreed that staff would still follow protocol that public works has adopted with public outreach participate if there are proposed changes to public alleys.

Discussion from the Commission:

Commissioner Spears is not sure that everyone in the Character Area of Alameda supports the wording in this plan. She is not opposed to “wordsmithing” to address some of these issues, but she does an issue with it being pre-scripted rather than descriptive.

Chairman Kent agrees to working on the wording of defining what is built behind single-family homes, but is still confused about the request for the alleyways.

Commissioner Brown express that he thinks everyone on the commission agrees that this is a case-by-case situation, and it is possible that a developer can use an alleyway in a beautiful way to “activate” the alley and make it safer and cleaner.

Motion: Vice-Chair Barger motions to approval **Alameda Character Area Plan (PL150461)** with recommendation to have staff work on the language on 18.3 such that it encourages an appropriate buffer between single-family residential and adjacent and more intent uses; and that it discourage use of the alleys other than utilitarian purposes and all residential neighborhoods and neighborhoods which are all single-family residential. He would like to take out the wording that the document can deny developments from happening since this document is not capable of doing that and wouldn't suggest that if it does.

Seconded by Commissioner Brown

Call to question:

Commission Thornton asked if the motion is specific to the whole Alameda Character Area not just the College Avenue Corridor leadership group. Vice-Chair Barger agreed. Commissioner Thornton said that she likes the idea of using the alleyways for other purposes beside only the garbage. She is requesting to amend the motion to be only for the College Avenue Core leadership group.

Vice-Chair Barger asked staff, if they can show on the map where the College Avenue Corridor leadership group is located, and if element principals can only be intended for one area of Alameda.

Staff, Mr. Levesque answered that “yes”, they can work on some language regarding some of the differences between those areas.

Amending Motion #1: Vice Chairman Barger motions to approval **Alameda Character Area Plan (PL150461)** with an amendment to 18.3 that the staff work on the language to encourage and strengthen the buffer between single-family residential and other more intense uses especially when they occur across an alley but remove language that somehow suggest that this document could be restrictive or prescriptive in its nature since we cannot do that with this document and would like to continue with a further motion after that.

Seconded by Commissioner Thornton

Vote: Approved 7-0

Amending Motion #2: Vice-Chair Barger motions to approval **Alameda Character Area Plan (PL150461)** with further amendment to Alameda Principle 5 - “Connectivity / Green Alleys” for staff to continue to work on the language to discourage casual use of allies other than utilitarian purposes in neighborhoods that are all single-family in the College Avenue Corridor leadership group.

Seconded by Commissioner Thornton

Vote: Denied 2-4

DECISION: Request for review and recommendation of the **ALAMEDA (Area 5) CHARACTER AREA PLAN (PL150461)** dated December 2015; consisting of a character area map and place making principles for the area generally bound by the Union Pacific Railroad south to the US-60, and Priest Drive east to the Tempe Canal / Tempe municipal border is recommended approval with additional conditions.

INTRODUCTION:

In December 2013, City Staff identified and City Council approved a public involvement for Character Area Planning. Staff initiated the first of the Character Area Plans for Corona/South Tempe and Kiwanis/The Lakes in January 2014. A public involvement process throughout 2014 brought stakeholders together to discuss the amenities and gaps, character and vision, priorities and strategies for their Character Area.

In December 2014, Tempe City Council gave direction to staff to develop Character Area Plans for both Character Area 4 (Apache), and Character Area 5 (Alameda; formerly known as "Central City") following a similar timeline and public outreach process throughout 2015, as the two pilot projects underwent throughout 2014.

On October 28, 2015, the draft Alameda Character Area Plan was presented to the public and distributed online for public review and comment. From October 28 to November 18, 2015 comments were collected on the draft plan. The draft plan was also presented to the Development Review Commission at the Study Session on November 10, 2015. These comments, in combination with comments received from the public at large, were used to further refine the December 4, 2015 draft.

The Alameda Area encompasses 4,004.73 acres (or 15.53% of the 25,784.42 acres citywide); contains approximately 15,591 households (2014); 35,300 persons living; and 18,091 employees (2013). Approximately 23% of area residents are age 55 or older, according to 2010 U.S. Census Bureau data. The median age is 31.2 years old.

COMMENTS:

No changes to zoning or land use will occur from adoption of the Alameda Character Area Plan, but requested changes (including future land use actions such as General Plan Amendments, Planned Area Development applications, requests for zoning changes, and/or Site Plan Review) will consider the Plan's character-defining elements, the Alameda Placemaking Principles + Design Guidelines, area priorities, photo images and sketches used illustrate the concepts of the plan. Existing entitlements for development on all properties within the city will remain in effect.

PUBLIC ENGAGEMENT:

- A formal Public Involvement Plan (PIP) was prepared for the development of Character Area Plans and was approved by City Council on December 3, 2013
- The PIP called for multiple methods and tools to enhance public involvement
- A video was produced and posted on YouTube, Tempe Channel 11, and the City's webpage explaining the role of Character Area planning and soliciting public involvement: <https://www.youtube.com/watch?v=o-HASautdw0>
- The Character Areas website was updated to further define the background, vision, and scope of work for long-range Character Area Planning, in addition to an area-wide electronic survey conducted at the beginning of public outreach process which had over 100 responses: www.tempe.gov/Characterareas
- Radio interview was conducted in August 2015 on "The Show with Mark Brodie" (KJZZ 91.5 FM), titled "Tempe Giving Residents a Chance to Describe their Neighborhood Character": <http://theshow.kjzz.org/node/180005>
- An article was published in November 2015 in the *East Valley Tribune* by Eric Smith, titled "Tempe Uses Resident Input to Help Plan City" promoting Tempe's Character Area Planning Process: http://www.eastvalleytribune.com/local/article_8867e8b6-7feb-11e5-b418-0b239973a808.html
- Community Meetings and Placemaking Workshops were held to invite input and comment on the Alameda Area in February 2015 at the Tempe History Museum; and in April, August and October at the Tempe Public Library
- Throughout the summer of 2015, casual Meetups were held in locally-owned businesses throughout the area (Xtreme Bean Coffee Co., Nello's Pizza, Connections Café at the Tempe Public Library, Nourish Café at the Southwest College of Naturopathic Medicine, and a Senior Wisdom focus group at Friendship Village) to broaden outreach and to engage the local business community and build the Placemaking campaign
- Distribution of over 15,000 door hangers were provided to each household, apartment and business in the area to publicize the 2015 Placemaking Community Workshop series
- Delivery of over 5,800 postcards to every single-family home prior to each 2015 Placemaking Community Workshop
- The Tempe Neighborhood Advisory Commission and Tempe Historic Preservation Commission were briefed on the

- progress of the plan throughout the year
- A Study Session briefing was provided on Tuesday, November 10, 2015 to the DRC

PROJECT ANALYSIS:

Character Area Plan

The **Alameda Character Area Plan** addresses a number of important local issues for design, activities and development for this area of the city. The **Alameda Character Area Plan**, dated December 4, 2015 is comprised of a character area map, Placemaking Principles + Design Guidelines, character elements and area priorities. All plan components reflect a distillation and refinement of the community's input. This Character Area Plan is consistent with and facilitates implementation of *Tempe General Plan 2040*.

Conclusion

Based on the information provided and the above analysis, staff recommends adoption of the (December 4, 2015) **Alameda Character Area Plan**, with the following language change to Alameda Principle 18.3:

Existing Draft Language:

Alameda Principle 18 – Transitions

18.3 Encourage active use and treatment of alleyways as an effective buffer / transition tool between single-family and multi-family areas

CONDITIONS OF APPROVAL:

Proposed New Language (in **bold**):

Alameda Principle 18 – Transitions

*18.3 Encourage active use and treatment of alleyways as an effective **privacy** buffer / transition tool between single-family and multi-family areas, **emphasizing the importance for proposed multi-family developments to maintain the Zoning Ordinance landscape setback [avoiding modifications, reductions and encroachments into this setback] in order to preserve quality of life of residents in the single-family homes and their neighborhoods***



RESOLUTION NO. R2016.03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, TO ADOPT THE 2015 ALAMEDA CHARACTER AREA PLAN TO FURTHER THE GOALS AND OBJECTIVES OF TEMPE GENERAL PLAN 2040, LAND USE AND DEVELOPMENT CHAPTER, COMMUNITY DESIGN ELEMENT, CHARACTER AREA PLANNING SECTION; AND TO PROVIDE AN ENHANCED POLICY FRAMEWORK TO GUIDE AREA PLANNING PROCESSES AND LAND USE DECISIONS THROUGHOUT THE ALAMEDA AREA AS DESCRIBED HEREIN.

WHEREAS, the Federal Standards in Planning Act and Standards in Zoning Act of 1928 enables local jurisdictions with planning authority for their communities; and

WHEREAS, Arizona Revised Statutes (A.R.S.) § 9-461.05 Chapter 204, requires each city to adopt a comprehensive, long-range General Plan to guide the physical development of the community; and

WHEREAS, the Tempe City Council adopted *Tempe General Plan 2040* on December 12, 2013; and

WHEREAS, the Tempe voters ratified *Tempe General Plan 2040* in the May 20, 2014 Special Election (effective June 3, 2014; Resolution No. R2014.77); and

WHEREAS, the *Tempe General Plan 2040* Land Use and Development Chapter, Community Design Element, Character Area Planning Section states:

CHARACTER AREA PLANNING

Community design principles are typically applied as development occurs on a project-by-project basis. However, greater specificity of the design character, along with land uses, can be developed for smaller areas of the city. Character Areas recognize areas or groups of neighborhoods that contain common design, land use and commercial characteristics distinct from neighboring areas. Similarities in age of housing, styles of architecture, patterns of development, materials, land use or street patterns, lot size, landscaping, landmarks, social magnets, and/or physical barriers form some of the recognizable differences. Creating this General Plan refinement would take place through development of Character Area Plans for specific areas of Tempe.

WHEREAS, an extensive public process throughout 2015 developed the *Alameda Character Area Plan - Placemaking Principles and Design Guidelines*.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

The City Council authorizes the amendment of *Tempe General Plan 2040*, on file with the City Clerk's office, by incorporation of the aforementioned *Alameda Character Area Plan - Placemaking Principles and Design Guidelines, 2015*.

ATTACHMENTS:

A. *Alameda Character Area Plan - Placemaking Principles and Design Guidelines, 2015*

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this _____ day of _____, 2016.

Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

ATTACHMENT A



Character Area Plan

Placemaking Principles + Design Guidelines



Alameda Placemaking Principles + Design Guidelines

Character Area Plan • December 2015

City of Tempe, Arizona



Mark Mitchell, Mayor

Corey Woods, Vice Mayor

Robin Arredondo-Savage, Councilmember

Kolby Granville, Councilmember

Lauren Kuby, Councilmember

Joel Navarro, Councilmember

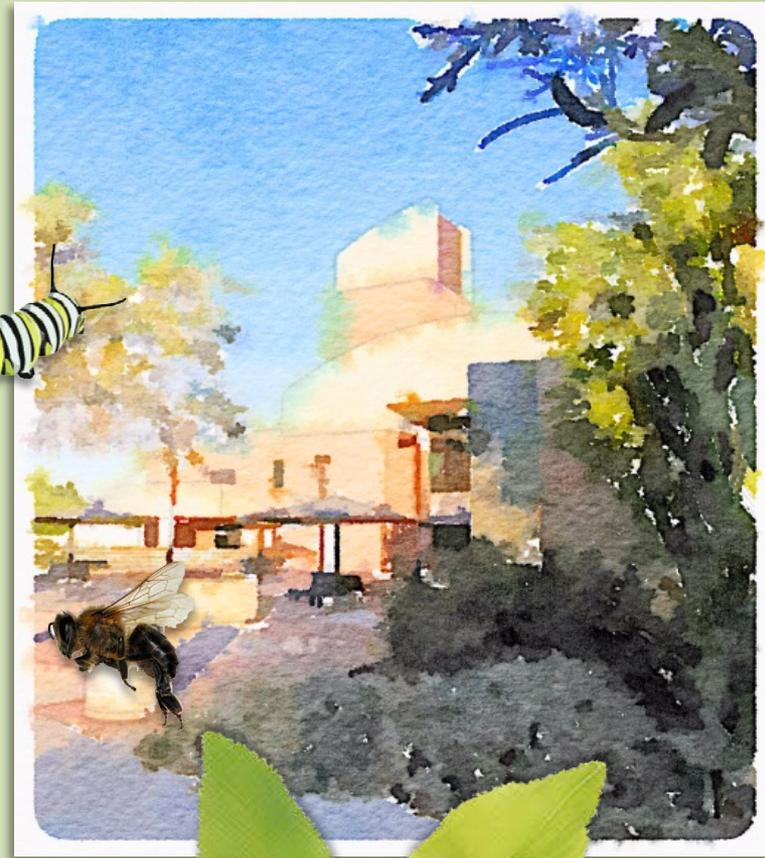
David Schapira, Councilmember

Andrew Ching, City Manager

Dave Nakagawara, Community Development Director

Ryan Levesque, Deputy Director / Planning

Hunter Hansen, Project Management Coordinator



Alameda at a Glance



The 2015 Alameda Community Placemaking public series which included area residents, students, stakeholders, and the business community has led to the creation of the Alameda Principles contained in this Character Area Plan. Tempe City Council adopted this plan [Resolution No. R2016.xx] to further the goals and objectives of the *Tempe General Plan 2040*, Land Use and Development Chapter, Community Design Element, Character Area Planning Section; and to provide an enhanced policy framework to guide area planning processes and land use decisions throughout the Alameda area. It is intended to be used by the following audiences to guide the vision, design, development, preservation, plan review, and public feedback processes:

- ✓ Area Stakeholders [Residents, Schools, Students, Non-profit Agencies, etc.]
- ✓ Tempe City Council / Boards + Commissions / City Staff
- ✓ The Business Community
- ✓ The Design + Development Community

By way of summary, the following elements serve as a framework to the *Alameda Character Area Plan - Placemaking Principles + Design Guidelines*:

- **Preservation of Alameda's core, Mid-Century, Post-War neighborhoods** is the central Placemaking and Planning goal to balance future growth. Transitions between single-family and multi-family / mixed-use areas must be thoughtfully conceived and well-designed.
- Livability comes down to being able to **age in place**, which means designing communities with **places for all ages**.
- The **role of shaded streets + alleyways as open space** is essential to improve connectivity, bikeability, and walkability along Alameda's main corridors, neighborhood collector streets, parks, schools, and commercial corners.
- **Activating commercial corners** [especially along Broadway Road and Southern Avenue] as vibrant neighborhood destinations is vital to the economic success and ultimately the quality of life throughout the Alameda Character Area.



Sallah Park



Shalimar



Dunn Edwards

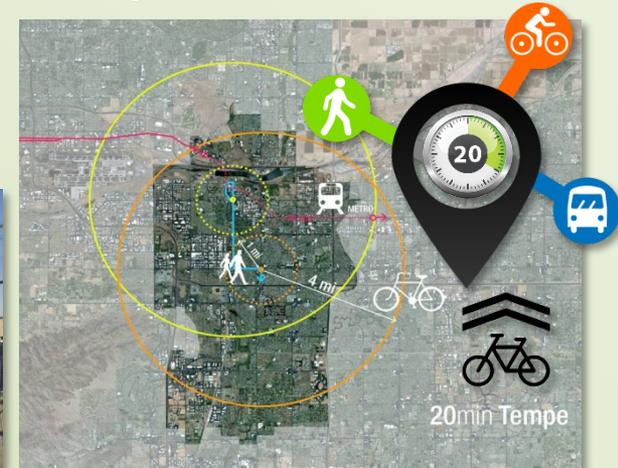


Meyer Park

Mobility: Tempe’s Vision as a 20-minute City – Design and maintain a network of “Complete Streets” which are safe, accessible, convenient, and comfortable for all ages, abilities, and transportation modes at all times

1

- 1.1 Connecting people to their places of employment, education, recreation, healthcare, worship, etc. in a variety of multi-modal options [walk, bike, Orbit, regional bus, light rail, drive] defines “mobility”
- 1.2 Work to implement the GP2040 vision ratified by Tempe voters in 2013, including the objectives and strategies outlined in the “Circulation” chapter, “Seeking the **20-minute City**”
- 1.3 Support implementation of area projects outlined in *Tempe Transportation Master Plan* [2015]
- 1.4 Tempe residents have claimed mobility is essential and key to being able to age-in-place
- 1.5 Coordinate local and regional land use and transportation decisions to create a more balanced, multi-modal transportation system to reduce reliance on the automobile



Aging in Place / A Place for All Ages – Livable communities allow people to age in place with a sense of freedom, autonomy, and a high quality of life at every stage. Design for active living at all ages.

2

- 2.1 Foster options in transitional housing, design, and transportation for adults who would prefer to age in place—that is, remain in their home of choice as long as possible [90% of adults age 65+ report that they would prefer to stay in their current residence as they age]
- 2.2 Support technology as an enabler for aging in place—there are four categories of technology that act as enablers: Communication + Engagement, Health + Wellness, Learning + Contribution, and Safety + Security
- 2.3 Support implementation of area projects outlined in *Tempe Transportation Master Plan* [2015] to improve mobility and aging in place options
- 2.4 Provide staff and commission support for proposed projects / applications which have high quality of design, shade, and walkability



Friendship Village



Southwest College of Naturopathic Medicine + Health Sciences



McClintock High School

3

Shade [Natural + Structural] – Shade of all types and textures everywhere. Set goals, track progress, expedite development of Tempe’s Urban Forest and Shade Canopy coverage to promote community health and reduce urban heat island in Tempe

- 3.1 Use the framework of Tempe City Council’s *Resolution for a Walkable Community* as an overarching goal for shade
- 3.2 Develop and foster Tempe’s Urban Forest program, including methods to record, monitor, and report levels of shade throughout area
- 3.3 Establish a contiguous shade canopy along street frontages, throughout commercial corners, and along safe routes to schools
- 3.4 Support and encourage covered sidewalks at and around entrances to commercial buildings, commercial corners, and activity nodes
- 3.5 Partner with Salt River Project to create shade and water stations along multi-use canal paths, paying special attention to the Tempe Canal which serves as the eastern boundary for the Alameda Character Area, as well as the City of Tempe



Streetscapes: Streets as Open Space – Embrace “Streets as Open Space” concept to balance existing open space as Tempe grows. Embellish with abundant shade, trees, landscape elements, street furniture, engaging storefronts, art, etc.

4

- 4.1 Enhance streets to maximize safe and efficient use by pedestrians, bicyclists, transit riders, and motorists following the principles of balanced streets
- 4.2 As density, restaurant, and retail options increase, the need for open space becomes more important -- encourage use of landscaped courtyards, street/sidewalk pocket parks, curb extensions, outdoor seating areas, and patios to increase opportunities for activation of open spaces
- 4.3 Sidewalk zones along Broadway Road, Southern Avenue, Rural Road, and McClintock Drive should provide for a variety of active and social functions including: contiguous shade, outdoor seating, café tables, pocket parks, publically accessible private open spaces, dog areas, etc.
- 4.4 Plan for future opportunities to separate sidewalks from the street curb [especially along north and east sides of arterials] to accommodate additional landscape and shade elements
- 4.5 Promote use of pocket parks and parklets [see Principle 10] to promote healthy corridors, commercial spaces, and Placemaking



Connectivity / Green Alleys – Connect people “to and through” neighborhoods and development projects. Repurpose alleyways as public trails to expand connectivity. Encourage active use of alleys through safe design.

- 5.1 As redevelopment happens along the arterials, work with developers to ensure frontages along alleyways are designed as well as other elevations
- 5.2 Focus design + planning efforts on alleyways where single-family areas meet multi-family developments
- 5.3 Encourage active use and treatment of alleyways as an effective buffer/transition tool between single-family and multi-family areas

5



Crossings: Safe, Convenient, Comfortable – Enhance safe routes to school, Universal Design [ADA], Union Pacific Railroad pedestrian/bike crossings, neighborhood access, shade at intersections, signalized crossings [HAWKS] where appropriate, bulb-outs, and signal timing.

- 6.1 Partner with Union Pacific Railroad to create safe north-south crossings from Alameda area to the north to improve circulation and connectivity [focus on crossings within the Transportation Overlay District north of Broadway Road to improve access to Light Rail Station Areas]
- 6.2 Partner with ADOT to enhance pedestrian crossings over the Loop 101 at Broadway Road and Southern Avenue
- 6.3 Promote active use of College Avenue and Country Club Way corridors as recreational and pedestrian/bike commute corridors

6



Shade for pedestrians

College Avenue Corridor

Safe crossing

Bikability

Country Club Way / US-60 bridge

Pedestrian Scale – Foster Alameda as a premier pedestrian environment and destination. Provide human-scaled experiences by layering interests and maintaining a walkable rhythm of building entries. Superblocks contradict a walkable pedestrian scale.

7

- 7.1 Encourage on-street parking to support viable ground-floor leases and immediate short-term parking in strategic locations where appropriate
- 7.2 Encourage flexibility in meeting the requirements for uses within mixed-use areas [office, restaurant, retail, etc.] to energize ground floor activity
- 7.3 Promote uses that balance over a 24-hour daily cycle to energize street activity and create vitality
- 7.4 Encourage walk-up residential units with landscaped areas along street frontages at the ground-floor along main arterials where appropriate
- 7.5 Support existing grid/single-block street pattern to prevent superblock development
- 7.6 Along main arterials/streetfronts, provide contiguous shade at building entrances, patios, and sidewalks with overhangs and/or covered sidewalks



Building overhang covering building entrance



Building overhang covering patio



Building overhang covering sidewalk



Arterial treatment

Landscapе Treatments – The Sonoran Desert has a unique landscape which serves as a community differentiator, rich with rare textures and forms. Embrace non-invasive, drought-tolerant plant palette to promote water conservation and Placemaking.

8

- 8.1 Use the *Historic Plant Palette* as a resource to inform plant selections in appropriate areas [Historic Districts, post-war/flood-irrigated subdivisions]
- 8.2 Promote biodiversity throughout landscapes to help prevent single-specie die-off, disease, pest infestations, etc., and promote sustainable crop pollination, nutrient cycling, and healthy soils, and bird/insect diversity
- 8.3 Promote a maintenance plan that does not over-grow or over-prune arid plants, which causes shock and reduces flowering/pollination
- 8.4 Support trees which are high enough to provide habitat to birds of prey [hawks, owls, etc.] as part of a healthy and balanced urban forestry program



Rose



Date Palms



Orchid and citrus



Sonoran plant palette



Classic myrtle

Green Infrastructure – Utilize the efficiency of natural systems where possible. These include rainwater harvesting, permeable paving, stormwater redirects to landscaped areas, solar shade, cool roofs, green roofs, etc.

9

- 9.1 When an application request is made for a Planned Area Development [PAD] or other Planning applications from the City of Tempe – require green infrastructure applications in exchange [rainwater harvesting, permeable paving, stormwater redirects to landscaped areas, solar shade, cool “white” roofs, organic/green roofs, and/or other green technologies]
- 9.2 Set-up water management goals to provide environmental and community benefits while increasing community resiliency to climate variations
- 9.3 Support local farmer’s markets, especially under the new photovoltaic event canopy between the Tempe History Museum and the Pyle Center



Permeable paving



Bark / mulch helps soil retain water



Curb cut / redirect



Stormwater redirect



Rainwater harvesting / urban farming

Pocket Parks + Parklets – Enhance sense of place by reclaiming and dedicating public spaces for people. Improve quality of open space and levels of service as Tempe grows. Enhance outdoor business options and their environments by establishing active spaces.

10

- 10.1 Encourage parklets for outdoor dining, additional bike parking, and public events/functions in areas where appropriate as a character-defining Placemaking tool
- 10.2 Encourage quality design in the public/private spaces between buildings to create much-desired pocket parks throughout the area
- 10.3 Ensure that redevelopment of commercial corners, including Danelle Plaza, includes outdoor open spaces to enhance experience and marketability
- 10.4 Promote parklet options throughout the Library Complex to foster Placemaking -- including book, plant, or art-themed spaces



Historic Preservation – Promote the preservation of existing buildings, structures, and flood-irrigated post-war subdivisions. Showcase Tempe’s history. Connections to the past are key to informing Placemaking.

11

- 11.1 Work to ensure continuing preservation and maintenance of existing Historic + Cultural Resources [see map]
- 11.2 Advocate for existing flood irrigation program to ensure flood-irrigated post-war subdivisions retain historic setting and association [see map]
- 11.3 Promote active maintenance of flood-irrigated and historic landscapes using the *Historic Plant Palette* [see attached]
- 11.4 Focus preservation planning efforts on eligible buildings, multi-family housing, and post-war subdivision survey and inventory
- 11.5 Identify potentially eligible Historic Properties + Districts; work with Historic Preservation Officer + Commission for formal listing
- 11.6 Collaborate with Salt River Project to increase access, amenities, and public awareness of canals [see Principle 18]



Historic D.J. Frankenberg House



Date Palm Manor Historic District



Historic Morrow-Hudson House



Post-War / Mid-Century properties

Public / Private Art: Neighborhood Identity + Expression – Promote outdoor art as community infrastructure in transportation, neighborhoods, parks, and commercial / office / mixed-use projects.

12

- 12.1 Work with Arts staff to close existing loophole in Art in Private Development [AIPD] Ordinance which excludes multi-family, mixed-use, and industrial projects
- 12.2 Encourage grant applications for the City of Tempe’s Maryanne Corder Neighborhood Grants, State Historic Preservation Office / federal pass-through grants, SRP-MIC Gaming Grants, and others for area projects which focus on neighborhood signage, identity, placemaking, etc.
- 12.3 Use art and neighborhood identity to triangulate uses which create different user groups [young + old] during different times of the day and week, as well as for special events [canal-based events, Library Complex events, farmers’ markets, etc.]





Neighborhood Identity: Authentic Character – Celebrate neighborhood identity by promoting historic and cultural resources; encourage neighborhood differentiation. This serves as the foundation for authentic Placemaking for the Alameda Area.

13

- 13.1 Incorporate tree themes throughout Placemaking efforts to celebrate the meaning of the word “Alameda” [tree-lined street or avenue]
- 13.2 Incorporate garden themes [garden tools, insects, etc.] throughout Placemaking efforts to showcase the history of Alameda’s post-war / mid-century subdivisions which were part of an era that promoted having your “oasis in the desert” and “city in the garden”
- 13.3 Encourage grant applications for the City of Tempe’s Maryanne Corder Neighborhood Grants, State Historic Preservation Office / federal-pass through grants, SRP-MIC Gaming Grants, and others for area projects which focus on neighborhood signage, identity, placemaking, etc.
- 13.4 Foster active street banner program around Library Complex to promote area identity, events, etc.
- 13.5 Promote the role of local-based art throughout the area to promote local Placemaking in Alameda



Canal-Oriented Development: Respect + Reclaim our Canals – Canals are a connection to the region and its history, essential for human civilization in the desert. The 181 miles of canals Valley-wide are also a major recreational asset benefitting human health.

14

- 14.1 Draft Canal-Oriented Development [COD] design guidelines for adoption by Mayor + Council
- 14.2 Implement COD format from City of Phoenix and City of Scottsdale to set consistent development standards/expectations for the region
- 14.3 Include hierarchy of layers for COD including regional destinations, intersection treatments, main arterial crossings, and interstitial spaces complete with meeting spots, intermittent shade respites, canalscape/landscape treatments, public art components, historic interpretation, maps / wayfinding / distance markers, as well as public outreach and education related to canals
- 14.4 Partner with Salt River Project to promote active use of public art and events in and around canals throughout Tempe
- 14.5 Partner with Friendship Village to actively program Ehrhardt Park at the Tempe Canal edge for a community garden/urban farming space



Canal-Oriented Development



Canal-Oriented Development



Canal-Oriented Development



Canal multi-use path

15

Vibrant Corridors: Heathy, Engaging, Viable – Foster health, wealth, and resource efficiency; create walkable commercial corridors for better local revenue generation and retention; mitigate need for a personal automobile.

- 15.1 Integrate work of Transportation, Economic Development, and Planning teams to promote a vision for the Broadway Road and Southern Avenue corridors as a healthy mix of neighborhood-based tenants with well-designed, pedestrian-scaled ground-floors and commercial corners
- 15.2 Focus redevelopment efforts on Danelle Plaza to create a successful, walkable, vertical mixed-use project which integrates existing Southern Avenue frontage [Yucca Taproom, etc.] into a new project with actively engaged streetscape and private/public spaces
- 15.3 Work with Economic Development to identify commercial/strip centers in need of rehabilitation, adaptive reuse, and/or storefront improvement, and actively work to promote a healthy mix of tenants throughout each center [individually], as well as the corridor [as a whole]



Tempe City Center, NWC Southern + McClintock



The Center, 201 E. Southern Avenue



Walkability = shade + multi-modal options



Danelle Plaza, SWC Southern + Mill Avenue

The Living City: Triple Bottom Line Mission – A systemic approach to Planning and (re)development which fosters a community that can successfully thrive incorporating a “Do Less Harm” ethic. A community balanced in three parts: social [health + safety], environmental [ecological], and economic [financial performance]; the 3 Ps: People, Planet, Profit, or the “Three Pillars of Sustainability”.

- 16.1 Consider life-cycle costs for buildings, new construction, and redevelopment projects
- 16.2 Balance/off-set net heat gains to the built environment [reflective heat, paved surfaces, rooftops] with organic materials to reduce urban heat island effect and allow for nighttime heat loss while minimizing daytime heat gain
- 16.3 Cultivate native and drought-tolerant landscape treatments [see Principle 8]
- 16.3 Encourage photovoltaic canopies for parking areas, rooftops, and shade structures
- 16.4 Implement Urban Forestry program to promote walkability, human health, and biodiversity
- 16.5 Support farmer’s markets and community gardens through school programs and public outreach

16



Live / Work / Innovate: The Creative, Entrepreneurial City – Retain brains. Foster access to innovation/enterprise districts. Encourage collaborative work spaces and small business/start-up incubators in tandem with neighborhood-based goods/services, live-work options.

- 17.1 Support the *GP 2040* goals and strategies for the “Mill + Southern” and “Southern + Rural” Land Use Hubs
- 17.2 Implement objectives and strategies outlined in the *GP2040* “Rail Corridor Growth Area” and “I-60 Corridor Revitalization Area” sections
- 17.3 Construction materials throughout the Alameda Area must be “honest” in nature, exposing their raw characteristics [glass, steel, metal, copper, rammed earth, concrete, concrete block, brick, wood, stone, masonry, terrazzo, wire rope/cables]; while limiting building materials with add-on surface treatments such as stucco, paint, laminates, veneers, “faux” materials, etc.
- 17.4 Windows on commercial buildings, schools, public facilities, and multi-family housing must be shaded/screened to reduce heat gain/energy costs
- 17.5 Avoid landscape treatments such as stucco screening walls, pink decomposed granite, and yellow lantana

17



Tempe City Center, NWC Southern + McClintock



Raw / exposed building materials



Broadmor Elementary, School District No. 3

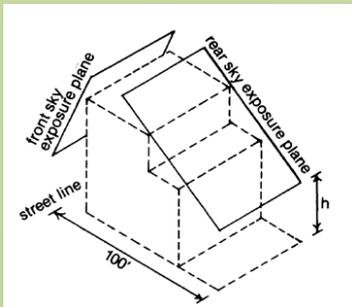


SW College of Naturopathic Medicine

Transitions – Design setbacks and step-downs to maintain integrity of single-family neighborhoods near mixed-use/multi-family areas. Maintain pedestrian-scaled building frontages. Use landscape treatments and art to soften transitions.

- 18.1 Scale multi-family and mixed-use developments to meet the character of adjacent single-family areas where proximity occurs
- 18.2 Focus on commercial corners and the Broadway Road corridor where mixed-use/multi-family parcels are adjacent to single-family parcels
- 18.3 Encourage active use and treatment of alleyways as an effective privacy buffer/transition tool between single-family and multi-family areas, emphasizing the importance for proposed multi-family developments to maintain the Zoning Ordinance landscape setback [avoiding modifications, reductions and encroachments into this setback] in order to preserve quality of life of residents in the single-family homes and their neighborhoods
- 18.4 Create design standards for reverse-frontage walls along major arterials throughout the area

18



Step-down



Step-down from multi-family to single-family



Use of alleyway as buffer/transition



Uniform reverse-frontage wall along Rural Road

storyboard vision

ALAMEDA

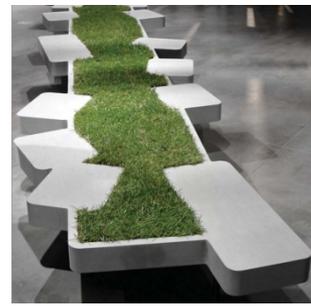
design influences



storyboard vision

ALAMEDA

design influences



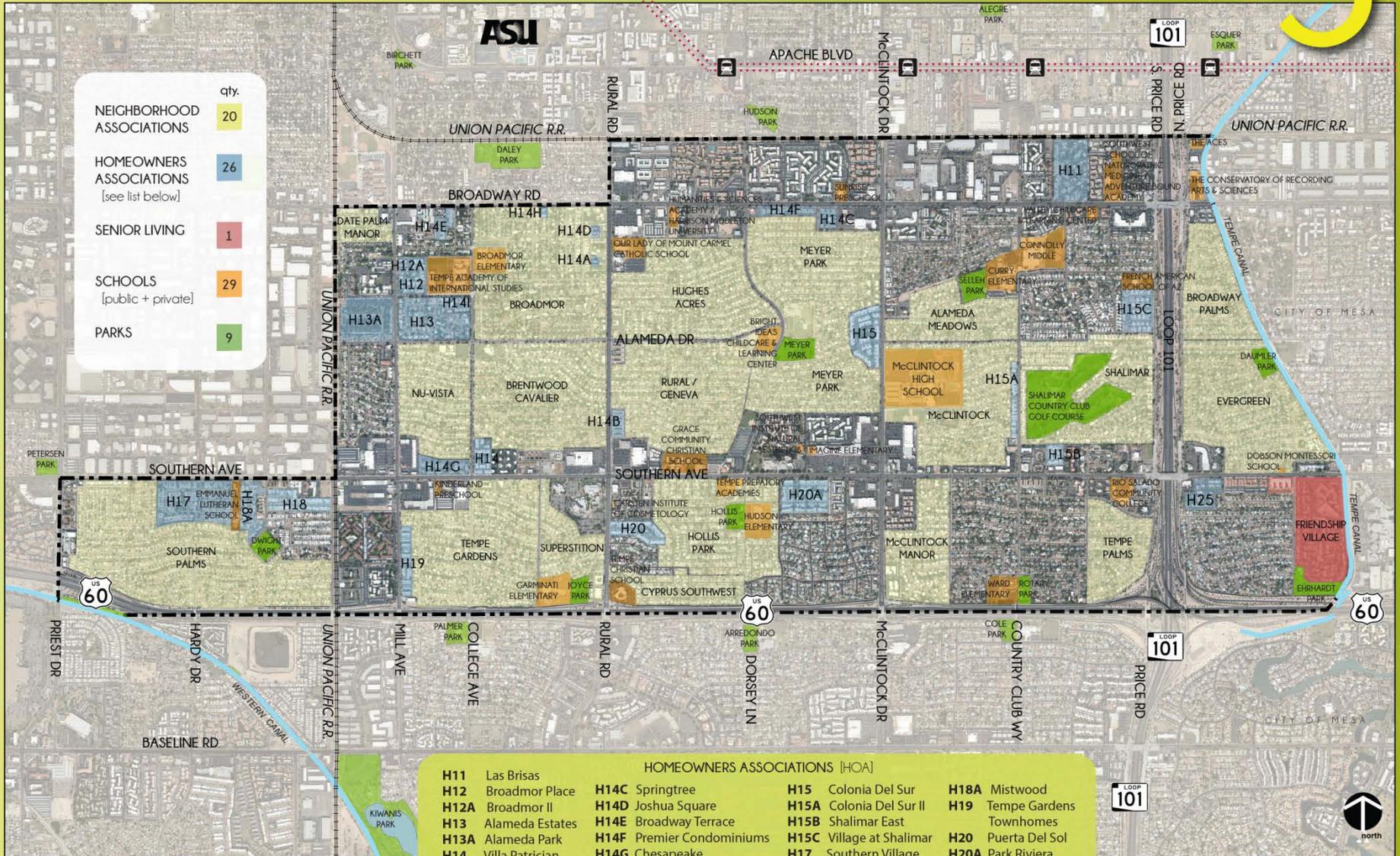
storyboard vision



ALAMEDA

design influences





NEIGHBORHOOD ASSOCIATIONS	20
HOMEOWNERS ASSOCIATIONS <small>[see list below]</small>	26
SENIOR LIVING	1
SCHOOLS <small>[public + private]</small>	29
PARKS	9

HOMEOWNERS ASSOCIATIONS [HOA]

H11 Las Brisas	H14C Springtree	H15 Colonia Del Sur	H18A Mistwood
H12 Broadmor Place	H14D Joshua Square	H15A Colonia Del Sur II	H19 Tempe Gardens
H12A Broadmor II	H14E Broadway Terrace	H15B Shalimar East	Townhomes
H13 Alameda Estates	H14F Premier Condominiums	H15C Village at Shalimar	H20 Puerta Del Sol
H13A Alameda Park	H14G Chesapeake	H17 Southern Village	Park Riviera
H14 Villa Patricia	H14H Broadway Townhomes	Estates	Townhouses
H14A La Sombra	H14I Presidential Estates	H18 Laguna Estates	H25 Hudson Trace
H14B Brentview			

ALAMEDA



ALAMEDA

AT A GLANCE



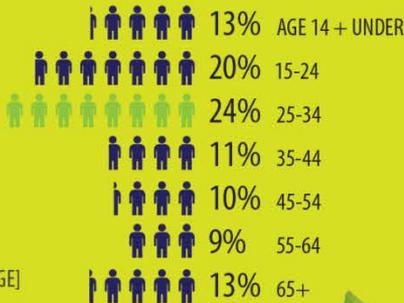
PEOPLE

35,300
POPULATION
OR 21% OF TEMPE POPULATION
168,429 [2014]



31.2

AREA MEDIAN AGE
[28.1 = TEMPE MEDIAN AGE]



RESIDENTIAL/HOUSEHOLDS



26 HOMEOWNER ASSOC. [HOA]
20 NEIGHBORHOOD ASSOC. [NA]

15,591
HOUSEHOLDS

38%
OWNER-OCCUPIED
[41% CITY WIDE]

66%
SINGLE,
DIVORCED, OR
WIDOWED



2.25 PERSONS
AVERAGE
HOUSEHOLD SIZE

42%
4+ YEARS OF
COLLEGE EDUCATION

21%
HOUSEHOLDS
WITH CHILDREN

NON-RESIDENTIAL LAND USES

13% INDUSTRIAL

60% COMMERCIAL

27% MIXED-USE

AREA AMENITIES



6
GROCERY
STORES



29
SCHOOLS
[public + private]



9
CITY
PARKS



800,000
LIBRARY / MUSEUM
COMPLEX
ANNUAL VISITORS

“Alameda” word origin [noun.]

1. Chiefly Southwestern U.S. a **public walk shaded with trees**.
2. A street, avenue, boulevard, park, or public garden with such a walk.



For supplemental info, maps + more, please visit:

tempe.gov/characterareas



FLOOD IRRIGATION SERVICE AREAS



Irrigation Scenes - Arizona Canal, Arizona Falls



Lining and undergrounding of canals 1950's

IRRIGATION WATER DELIVERY DISTRICTS (IWDD)

An IWDD is a group of adjacent landowners who enter into a cooperative relationship to handle the operation and maintenance of their neighborhood system. IWDDs are provided for under Arizona law.

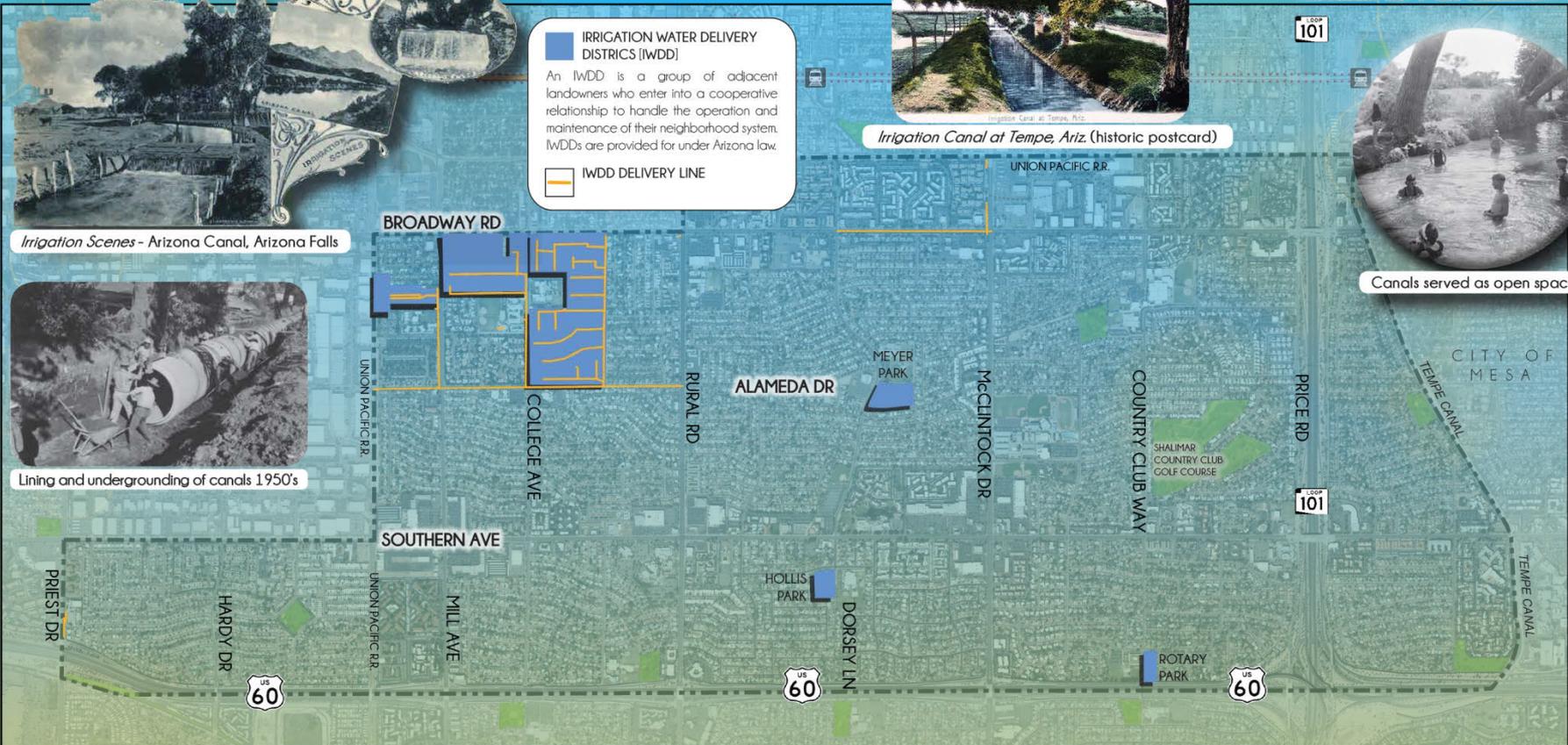
IWDD DELIVERY LINE



Irrigation Canal at Tempe, Ariz. (historic postcard)



Canals served as open space



Residential Flood Irrigation in Tempe 1909-1958

Irrigation has been a part of Tempe's culture and landscape since the town's founding. When the first subdivisions were carved out of farms, developers simply dug more ditches to bring irrigation water to individual lots. The open ditches were gradually replaced by buried pipes beginning in the 1930s. As a strategy for beautifying the city, the residential irrigation network was a success, as it allowed Tempe's new neighborhoods to quickly acquire lawns and much-needed shade trees. As a self-supporting utility service, however, it was very expensive to maintain, and by 1958 subdivisions in Tempe were no longer being built with flood irrigation.

The contextual basis of Residential Flood Irrigation involves the premise that historic sites include landscape features as integral components of their identity. Historic landscapes are representative of the time and era when they were originally established, and when reflecting on Tempe's historic neighborhoods, residents often think of lush, flood-irrigated scenes. This context recognizes that preservation of the integrity of flood-irrigated neighborhoods requires protection of historically-accurate landscapes that contribute to the social and cultural significance of Tempe neighborhoods.

Conservation of water and energy are important aspects of sustainable desert living. From the onset, development of Tempe's irrigated neighborhoods was linked to flood irrigation from Valley canals. The shade trees and mesic vegetation create a microclimate effect in these neighborhoods by shading structures and grounds. Ultimately, this can cool neighborhoods by as much as ten degrees, thereby decreasing energy demand for air conditioning. Shade also decreases the evapotranspiration rate, allowing vital ground water to stay where it is needed instead of being pulled from the ground by the desert sun.



HISTORIC PLANT PALETTE



TREES



<i>Phoenix dactylifera</i>	Phoenix Date Palm
<i>Acacia farnesiana</i>	Sweet Acacia
<i>Carya illinoensis</i>	Pecan
<i>Citrus species</i>	Citrus (various)
<i>Eriobotrya japonica</i>	Japanese Loquat
<i>Fraxinus velutina</i>	Arizona Ash
<i>Morus Alba</i>	Kingan Mulberry (fruitless)
<i>Pinus halepensis</i>	Aleppo Pine
<i>Punica granatum</i>	Pomegranate
<i>Ulmus parvifolia</i>	Chinese Evergreen Elm
<i>Vitex agnus-castus</i>	Chaste Tree

VINES

<i>Antigonon leptopus</i>	Queen's Wreath
<i>Campsis radicans</i>	Trumpet Vine
<i>Dipogon lignosus</i>	Australian Pea Vine
<i>Hedera helix</i>	English Ivy
<i>Lablab purpureus</i>	Hyacinth Bean
<i>Lagenaria species</i>	Gourds
<i>Lathurus odoratus</i>	Sweet Pea
<i>Marah gilensis</i>	Wild Cucumber
<i>Parthenocissus sp.</i>	Hacienda Creeper
<i>Tropaeolum species</i>	Nasturtiums
<i>Wisteria frutescens</i>	Wisteria

SHRUBS

<i>Agave species</i>	Agave
<i>Bougainvillea species</i>	Bougainvillea
<i>Buxux japonica</i>	Boxwood
<i>Jasminum mesnyi</i>	Primrose Jasmine
<i>Juniperus deppeana</i>	Chinese Juniper
<i>Lagerstroemia indica</i>	Crape Myrtle
<i>Leucophyllum frutescens</i>	Texas Sage
<i>Liguistrum japonicum</i>	Japanese Privet
<i>Liguistrum lucidum</i>	Wax Leaf Privet
<i>Myrtus communis compacta</i>	Dwarf Myrtle
<i>Nandina domestica</i>	Heavenly Bamboo
<i>Nerium oleander</i>	Oleander
<i>Pyracantha species</i>	Pyracantha
<i>Rosa species</i>	Roses
<i>Rosmarinus officinalis</i>	Rosemary
<i>Thuja orientalis</i>	Arborvitae
<i>Yucca species</i>	Yucca

ANNUALS

<i>Antirrhinum species</i>	Snapdragons
<i>Bellis perennis</i>	Daisies
<i>Calendula</i>	Pot Marigold
<i>Camellia species</i>	Camellia
<i>Chrysanthemum spp.</i>	Chrysanthemum
<i>Delphinium spp.</i>	Larkspur
<i>Dianthus caryophyllus</i>	Carnations
<i>Gardenia spp.</i>	Gardenia
<i>Geranium spp.</i>	Geranium
<i>Hemerocallis spp.</i>	Daylily
<i>Iris spp.</i>	Iris
<i>Lobularia maritima</i>	Sweet Alyssum
<i>Petunia spp.</i>	Petunias
<i>Tagetes spp.</i>	Marigolds
<i>Verbena spp.</i>	Verbena
<i>Viola spp.</i>	Violets
<i>Zinnias spp.</i>	Zinnia



Citrus Tree



Date Palm



Yucca



Oleander



Wild Cucumber



Sweet Acacia



Rose

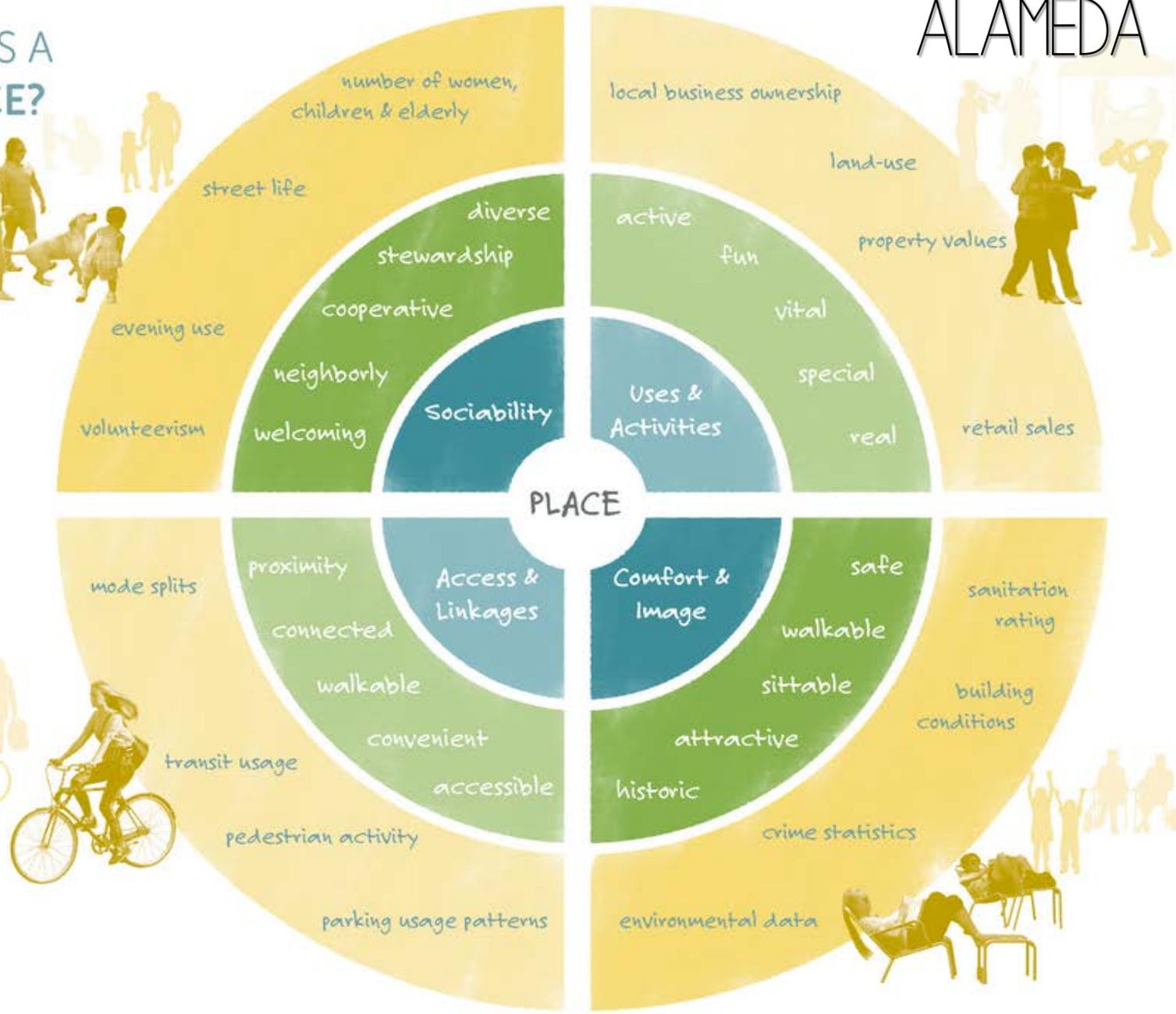


Rosemary



WHAT MAKES A GREAT PLACE?

- KEY ATTRIBUTES
- INTANGIBLES
- MEASUREMENTS





Appendix

Character Area Plan - Appendix

Maps, Architecture + Design, Historic + Cultural Resources, Commercial Inventory, and Support Documents





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H13A	Alameda Park	H14G	Chesapeake
H14	Villa Patrician	H14H	Broadway Townhomes
H14A	La Sombra	H14I	Presidential Estates
H14B	Brentview	H15	Colonia Del Sur
		H15A	Colonia Del Sur II
		H15B	Shalimar East
		H15C	Village at Shalimar
		H17	Southern Village Estates
		H18	Laguna Estates
		H18A	Mistwood
		H19	Tempe Gardens Townhomes
		H20	Puerta Del Sol
		H20A	Park Riviera Townhouses
		H25	Hudson Trace



5

Most Common Tapestry Segments

ALAMEDA



EMERALD CITY 19.2%

Emerald City residents live in lower-density neighborhoods of urban areas. Young and mobile, they are more likely to rent. Well-educated and well-employed, half have a college degree and a professional occupation. Their median age is 36.6 and median income is \$52,000. Single person and non-family types make up over half of all households. This group is highly connected, using the Internet for entertainment and making environmentally-friendly purchases. Cell phones and text messaging are a huge part of everyday life. Long hours on the internet are balanced with time at the gym. They utilize home cleaning services so there's time for yoga. Many **Emerald City** residents embrace the "foodie" culture and enjoy cooking adventurous meals using local and organic foods. They shop at Trader Joe's and Whole Foods. They place importance on learning new things to keep life fresh and variable. Music and art are major sources of enjoyment. They travel frequently, both personally and for business.

BRIGHT YOUNG PROFESSIONALS 14.2%

Bright Young Professionals is a large market, primarily located in urban outskirts of large metropolitan areas. The communities are home to young, educated, working professionals. One out of three householders is under the age of 35. The median age is 32.2. **Bright Young Professionals** show diversity greater than the US average; with 67% White, 16% Black, 5.6% Asian, and 10.3% identify as other or multiple races. 16.6% are Hispanic. Approximately 56% of the households rent and 44% own their homes. Their median household income is \$50,000. Labor force participation is high, generally white-collar work, with a mix of food service and part-time jobs (among college students). Residents in this group are physically active and up on the latest technology. They own newer computers, iPods, and 2+ TVs. They use cell phones to text, redeem mobile coupons, listen to music, and check for news and financial information. They find leisure going to bars/clubs, attending concerts, going to the zoo and viewing DVDs or Netflix. **Bright Young Professionals** read sports magazines and participate in a variety of sports, including backpacking, basketball, football, bowling, Pilates, weight lifting, and yoga. Their concern about the environment impacts their purchasing decisions.

IN STYLE 11.8%

In Style denizens embrace an urban lifestyle that includes support of the arts, travel, and extensive reading. They are connected and make full use of the advantages of mobile devices. Professional couples or single households without children, they have time to focus on their homes and their interests. Their median age is 41.1. **In Style** residents are city dwellers of large metropolitan areas, comprised of married couples (primarily with no children) or single households; with an average household size of 2.23. Housing is a mix of primarily single-family homes in older neighborhoods, with a mix of townhomes and smaller apartment buildings. Median home value is \$213,500. **In Style** residents are college educated: 46% are graduates with 75% having some college education. They have low unemployment at 5.6% and a higher labor force participation rate at 68% with proportionately more 2-worker households. Occupations for this group include management, healthcare practitioners, technical, office, and administrative support, education and training, and sales-related professions. A median income of \$65,600 reveals an affluent market with income supported by investments and substantial net worth. When purchasing, they are attentive to price, they use coupons -- especially mobile coupons. They prefer organic foods, including growing their own vegetables. Meticulous planners, they are both well-insured and well-invested in retirement savings. They are generous with support of various charities and causes, and they actively support the arts, theater, concerts, and museums.

OLD AND NEWCOMERS 9.3%

Old and Newcomers is composed of neighborhoods in transition, populated by renters who are just beginning their careers or retiring. The median age is 38.4. Some are still in college; some are taking adult education classes. The focus is more on convenience than consumerism, economy over acquisition. They support environmental causes and Starbucks. Twenty-eight percent have a college degree, 33% have some college education and 10% are still enrolled in college. Age is not always obvious from their choices. **Old and Newcomers** are predominately single households, a mix of married couples (no children). The average household size is 2.11. 54% of dwellings are renter occupied, of which 45% of the housing units are single-family dwellings and 44% are multi-unit buildings in older neighborhoods, built before 1980. Labor force participation rate is 62.6%, despite the increasing number of retired workers. Office and administrative support, sales, management, education, and food preparation comprise the occupations with the highest number of workers. Consumers are price aware and coupon clippers, but open to impulse buys. **Old and Newcomers** prefer cell phones to landlines. Entertainment features the Internet (dating and games), movies at home, country music, and newspapers. They are more comfortable with the latest technology than buying a car; vehicles are basically just a means of transportation. They do banking as likely in person as online.

DORMS TO DIPLOMAS 9.2%

On their own for the first time, **Dorms to Diplomas** residents are just learning about finance and cooking. With a median age of 21.5, **Dorms to Diplomas** residents are college students who are the youngest of the Tapestry segments. Seventy-nine percent of the residents are enrolled in a college or university. Ethnic diversity is slightly lower in this segment compared to the United States. They live alone or with roommates; average household size is 2.2. Ninety-one percent of **Dorms to Diplomas** are renters, and 80% of the housing is provided in multi-unit apartments. With limited parking on campus, many walk, bike, or carpool to class. Vehicles are just a means of transportation -- economy and environmental impact factors in purchases; used or imported subcompact cars are a popular choice. Shopping trips are sporadic, and preferences for products are still being established. Median household income is \$17,000. Many carry a balance on their credit card so they can buy what they want now. Although school and part-time work take up many hours of the day, the remainder is usually filled with socializing and having fun with friends. They're very active, participating in many sports, especially yoga. They are looking to learn life lessons inside and outside the classroom. This is the first online generation, having had lifelong use of computers, the Internet, cell phones, and MP3 players.

SOURCE

ESRI Tapestry Segmentation, 2012 esri.com/tapestry
ESRI's Tapestry Segmentation divides US residential areas into 65 distinct segments based on socioeconomic and demographic characteristics to provide accurate, detailed descriptions of U.S. neighborhoods.



ALAMEDA

The City in the Garden, The Garden in the City

ARCHITECTURE + DESIGN



PERIODS OF SIGNIFICANCE / BUILD-OUT

Development in the area began in earnest with the planning and subsequent annexation of **The Lakes** in the early 1970's, although single-family residential construction in the area dates to the 1963 **Tempe Gardens 3** tract in the northwest. Ensuing neighborhoods, such as Continental East and later phases of **Tempe Gardens**, were established to the north and northeast, as well as **University Royal 1 + 2** and **Tempe Gardens 16**, to the southwest, throughout the late sixties and very early seventies. These were followed by neighborhoods such as **The Lakes** in the center, **Tempe Royal Palms 12 + 13** and **Bradley Manor** [and **Place**] to the south and **Optimist Park** to the east in the early seventies, culminating with **Camelot Village** and **Round Valley Estates** in the southeast in the mid-to-late seventies. Several single story duplexes, tri- and four-plex units were also developed in the mid-seventies.

Schools and community facilities, as is typical, followed residents, with construction of **Evans Elementary School** leading the way in 1966, followed by **Marcos de Niza High School** in 1969, **Arredondo** and **Bustoz Elementary Schools** in 1975, **Rover Elementary** and **Fees Middle Schools** in 1978 and **Aguilar**, **Fuller** and **Kyrene del Norte** in the mid-eighties [Aguilar underwent a major renovation in 2010]. The **Kiwanis Park and Recreation Center** was built in 1984.

Most commercial development occurred from the mid-1970's to the mid-1990's, although newer buildings are sprinkled throughout the area. The "garden" and "professional" office building types, in particular, enjoyed popularity at this time through much of the area, beginning in **The Lakes** vicinity in the late seventies, spreading east along Baseline, then south along Rural and McClintock and, finally, west and east along Guadalupe. Major retail centers, in addition to **The Lakes** [which was only intended to serve the surrounding master-planned community], included **College Park Center** [Alpha Beta, now **Whole Foods**] and **Lakeshore Village** in the mid-to-late seventies, **Marcos de Niza Plaza** [Rural + Guadalupe] and **Tempe Square** and **Pueblo Anozira** at McClintock and Guadalupe, all in 1988.

"Big Box" retail arrived with construction of **Target** at McClintock and Baseline in 1991, followed by an expansion of the **Fry's** [originally **Smitty's**] across the street into **Fry's Marketplace** and the recent **Lowe's** and associated development on the former Earnhardt Ford site at Rural and Baseline. Office development consisted mostly of garden and professional office buildings, many located along Lakeshore Drive, as well as some along Guadalupe. The area even features one of the first two mid-rise office buildings in the entire city, the 6-story **DHS Building** at the southeast corner of Rural and Lakeshore Drive.

ALAMEDA

ARCHITECTURE + DESIGN

ARCHITECTURAL CHARACTER + STYLES

With build-out of the area occurring primarily from the early seventies through the mid-nineties, variations of several architectural styles are seen, from late “mid-century” modern [**Baseline Medical-Dental**], to the “California Contemporary” of **The Lakes** and modernized versions of Pueblo [**Pueblo Anozira Center**] and Spanish Colonial Revivals, including the recent **Lowes Plaza**.

Most single-family residential architecture [although very little was actually designed by architects] throughout the area is a variant of the ranch style. Popularized in California in the late thirties by designer Cliff May and *Sunset Magazine*, the casual simplicity of the ranch house lent itself to southwestern living and large-scale post-war tract development. **Tempe Gardens 3** contains the earliest examples in the character area, with traces of Polynesian and other variations. Later examples throughout the area tend more toward late Ranch, with fewer “eccentricities.”

POINTS OF DISTINCTION / SOURCES OF IDENTITY

Located near the geographical center of the character area, **The Lakes** represented a large-scale master planned and themed development, compete with major infrastructure improvements, theretofore unseen in Tempe.

As such, it established a character and identity for single and multi-family residential, as well as commercial architecture, in the area which remains strong some 40 years later. The “California Contemporary” style, introduced and adapted to Arizona by architect and professor Calvin Straub, FAIA, and adopted by **The Lakes** and surrounding developments, was promulgated by Tempe’s fledgling Design Review program, proving both enduring and endearing.

Another significant architectural statement was made in 1988 with the construction of the **Pueblo Anozira Center**, designed by the firm of architect and professor George Christensen, FAIA, in a contemporized version of the Pueblo Revival style. The flat walls, covered in earth-toned shades of smooth-troweled stucco, culminating in undulating parapets and skirted by porticos of peeled-log columns and distressed heavy timber beams supporting clay tile roofs, established a character that would permeate the vicinity for the next several years. Although also built in 1988, Tempe Square [across McClintock from **Pueblo Anozira**], was not as distinctive until undergoing substantial renovation in the mid-nineties, coincident with the addition of tenants such as **Changing Hands Bookstore** and **Wildflower Bread Company**, at which point it blossomed into one of the primary visual focal points and destinations of the character area.



HISTORIC + CULTURAL RESOURCES

HISTORIC PRESERVATION IN TEMPE

Tempe is a unique and vibrant community that embraces its past while looking toward its future. Historic preservation is a vital tool in this effort to identify and retain Tempe's distinctive character. The Tempe Historic Preservation Office works to ensure that our significant historic and cultural resources – whether a prehistoric archaeological site, a Territorial era adobe building, or our 1970 glass-and-steel inverted pyramid Tempe Municipal Building – receive due consideration in the planning and development process.

PRESERVATION GOALS

Historic preservation contributes to a number of goals identified as important to Tempeans. In addition to maintaining a varied architectural environment that is often imitated but never replicated, historic preservation supports sustainability by encouraging the adaptive reuse of commercial buildings, assists economic development efforts by retaining a sense of place valued by employers and potential new residents, and promotes tourism by highlighting the diverse range of historic and cultural resources found in Tempe.

NEIGHBORHOOD PRESERVATION + STABILIZATION

Preservation of our historic neighborhoods is a key priority of the Tempe Historic Preservation Office. Far from merely recognizing the stately homes of affluent early residents, our historic preservation program has reinforced a strong sense of community in neighborhoods spanning from the early-twentieth-century homes of Maple-Ash to the mid-to-late 1950s homes of Date Palm Manor. Historic designation, whether applied to an individual home or an entire neighborhood, has been shown to be of great value to all citizens – not just those residing in historic homes. Multiple studies indicate a positive correlation between historic designation and owner occupancy rates, increased property values, reduced calls for police service, and a stronger sense of identity. Neighborhood design guidelines, developed in conjunction with residents of historic districts following listing in the Tempe Historic Property Register, serve as a roadmap for maintaining a neighborhood's historic aesthetic. Historic Preservation Commission review of proposals to alter or redevelop designated homes assures that changes are carried out in a manner that is sensitive to the important character defining features identified by residents. These protections, which do not change a property's underlying zoning or otherwise impact private property rights, allow for the preservation and stabilization of Tempe's many historic neighborhoods.

HISTORIC AREA CONTEXT

The **Western Canal** and **Tempe Canal** bookend this planning area, cluing us in to its agricultural past. Early settlers and archaeologists noted evidence of **Hohokam** canals running through this area, indicating prehistoric usage of **Salt River** water to bring its fertile soil to life. Late nineteenth-century farmers found the land ideal for growing long staple cotton and dates, in-demand crops that brought great wealth to many in the Valley. In the mid-twentieth-century, bulldozers replaced tractors as the area transitioned from farms to homes – many of which were constructed in developments given botanically-inspired names and watered using the irrigation infrastructure once used to grow cotton and dates.

Although the area has undergone tremendous change within the span of the last century, it remains firmly tied to its past. Evidence of prehistoric civilizations, largely hidden, still exists underground. The *Tempe Historic Property Register* and National Register-listed **D. J. Frankenberg**, as well as the National Register-listed and Historic Eligible **Morrow-Hudson House** – both old farmhouses – serve as visual reminders of the area's late nineteenth and early twentieth-century agricultural roots. **Date Palm Manor**, a 1950s *Tempe Historic Property Register*-listed subdivision, boasts stately rows of date palms that once yielded a sizeable commercial crop. **Shalimar's** homes and lush golf course sit on a former cotton field, as does the **Hughes Acres** development, a Tempe Cultural Resource Area. Mid-century homebuilders maintained the area's longstanding bucolic aesthetic by erecting well-landscaped homes in subdivisions with names such as **Tempe Gardens**, **Evergreen**, **Southern Palms**, **Tempe Palms**, and **Alameda Meadows**.

Today, a handful of farmhouses still stand proudly within a vibrant and verdant community. The nearby canals and irrigation pipes once used to coax fertility from the dry desert now water the lawns and mature vegetation that define the area. The area's many schools and parks nurture its crop of children, while U. S. 60 and Loop 101 now export its labor force to points elsewhere, just as the rail line that defines the area's northern boundary once carried its harvest to market.

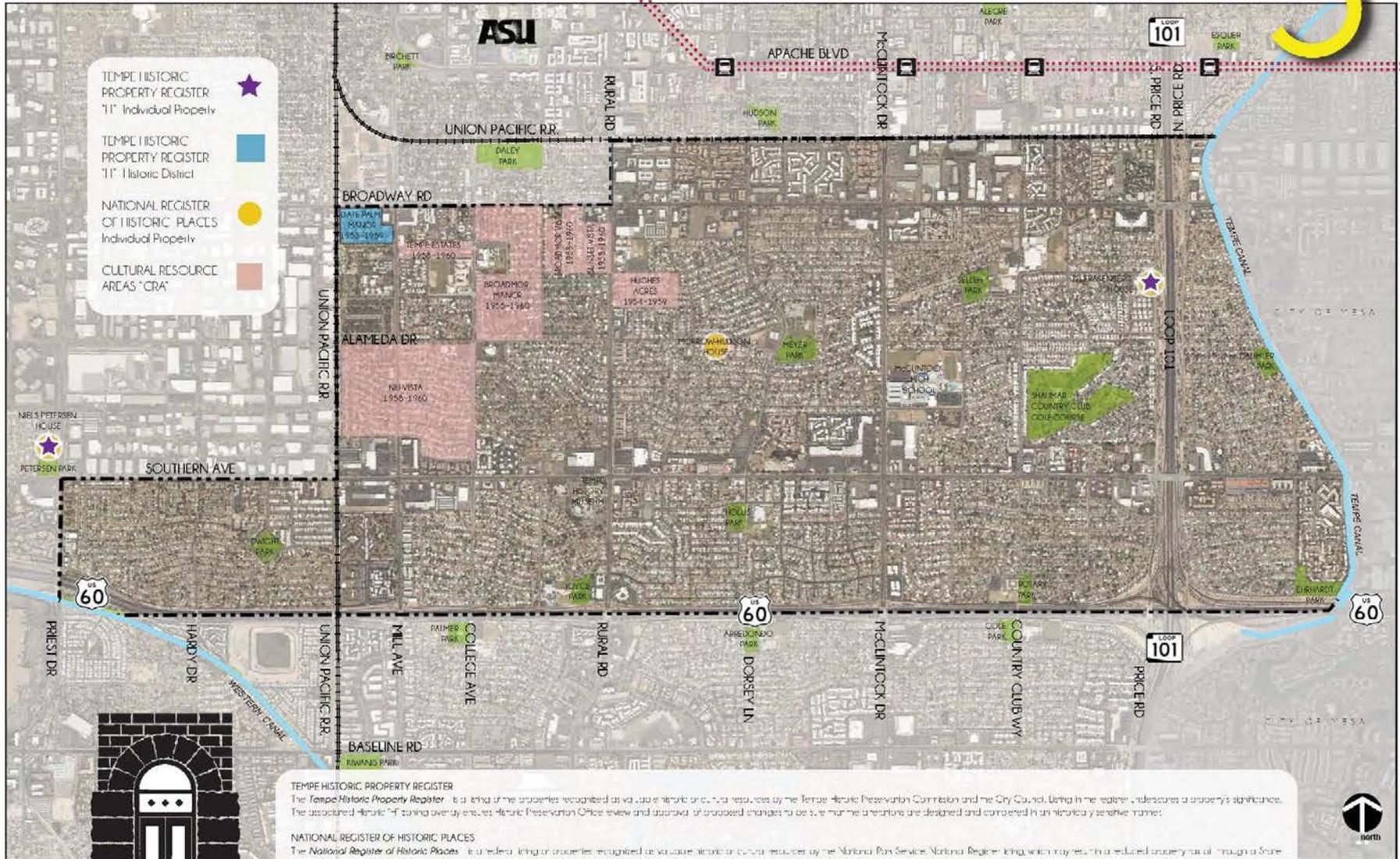




HISTORIC + CULTURAL RESOURCES

ALAMEDA

5



- 
 TEMPE HISTORIC PROPERTY REGISTER
 "I" Individual Property
- 
 TEMPE HISTORIC PROPERTY REGISTER
 "H" Historic District
- 
 NATIONAL REGISTER OF HISTORIC PLACES
 Individual Property
- 
 CULTURAL RESOURCE AREAS "CRA"



TEMPE PRESERVATION

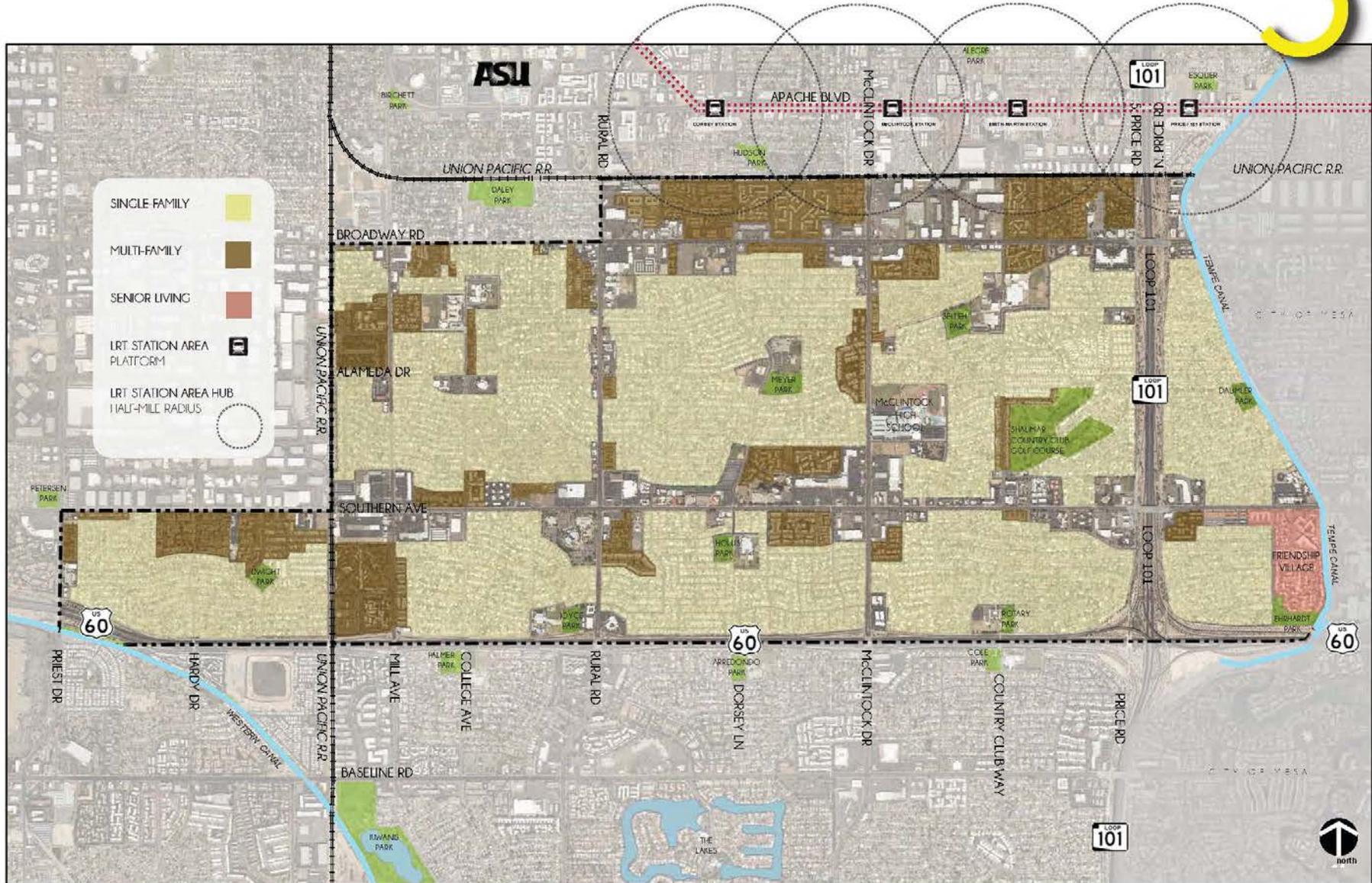
TEMPE HISTORIC PROPERTY REGISTER
 The *Tempe Historic Property Register* is a listing of the properties recognized as valuable historic or cultural resources by the Tempe Historic Preservation Commission and the City Council. Listing in the register underscores a property's significance. The associated Historic "H" zoning overlay ensures Historic Preservation Office review and approval of proposed changes to be sure that the alterations are designed and constructed in an historically sensitive manner.

NATIONAL REGISTER OF HISTORIC PLACES
 The *National Register of Historic Places* is a federal listing of properties recognized as valuable historic or cultural resources by the National Park Service. National Register listing, which may result in a reduced property tax (through a State Historic Preservation Office reclassification program), is highly honorable and does not entail review of a petition beyond the standard permitting process. Owners of historic or cultural resources derive the greatest value from listing at the local and national level, thereby ensuring that changes to the property are made in an historically sensitive manner while also maintaining their tax status.

TEMPE CULTURAL RESOURCE AREAS "CRA"
Cultural Resource Areas are residential areas identified on the density map that are considered culturally significant to the character of Tempe, based on the 2001 Post-World War II Subdivision Study. The objective is to maintain the character of these areas. The underlying zoning should remain appropriate for these areas, with a protected density and formality to conform with the zoning standards in place in 2003.



April 2015

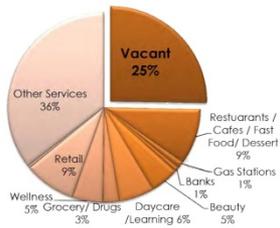
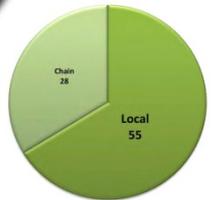


ALAMEDA

COMMERCIAL CORNERS

CHARACTER AREA 5

BROADWAY CORRIDOR

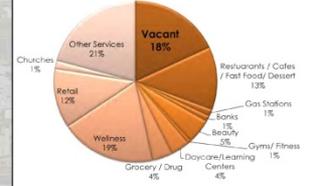


ALAMEDA

COMMERCIAL CORNERS

CHARACTER AREA 5

SOUTHERN CORRIDOR



April 2015

CITY OF TEMPE
REQUEST FOR COUNCIL ACTION**Council Meeting Date: 01/14/2016**
Agenda Item: 5C3

ACTION: Adopt a resolution approving the City Manager's designation of Residential Permit Parking Area 18 to include a portion of Miller Road north of Curry Road. (Resolution No. R2016.04)

FISCAL IMPACT: N/A

RECOMMENDATION: Adopt Resolution No. R2016.04.

BACKGROUND INFORMATION: In accordance with Tempe City Code §§ 19-111 through 115, the City Manager may designate, subject to approval by the City Council, a residential area or areas consisting of streets or portions of streets on which the parking of motor vehicles may be restricted in whole or in part to motor vehicles bearing a valid parking permit issued pursuant to these provisions to residents of the area so designated. (Ord. No. 86.45, 7-10-86)

Residents of Miller Road petitioned the city to study the area for Residential Permit Parking (RPP). One location was identified as potential Area 18. The location is the section of Miller Road between Curry Road and Tempe Drive. A study of the area showed that there was considerable commercial parking generated by the nearby businesses. According to residents, the parking problem occurs on weekdays between the hours of 7 a.m. and 7 p.m., which is consistent with business hours of the surrounding commercial developments.

The residents of properties along Miller Road were sent questionnaires to determine if they wanted to participate in a Residential Permit Parking Program. The percentages shown are based on the response from each household. Each household was allowed a single response.

Of the five homes sent questionnaires, three homes responded. Of the three responses, all three homes support implementing RPP. A summary of the questionnaire responses can be found in Attachment 2. It's recommended that permit parking be installed along the west side of Miller Road between Tempe Drive and Curry Road. Permits will be issued to residents on the west side of the street. The study area for this request in Attachment 3 includes those properties within the solid black boundaries and the properties being recommended for RPP are shown with dashed lines along their frontage.

ATTACHMENTS: Resolution, Questionnaire Responses Map, and Map of Residential Permit Parking Area.

STAFF CONTACT(S): Julian Dresang, Traffic Engineer, (480) 350-8025

Department Director: Don Bessler, Public Works Director
Legal review by: Teresa Voss, Assistant City Attorney
Prepared by: German Piedrahita, Senior Civil Engineer

RESOLUTION NO. R2016.04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, APPROVING THE CITY MANAGER'S DESIGNATION OF RESIDENTIAL PERMIT PARKING AREA 18 TO INCLUDE A PORTION OF MILLER ROAD NORTH OF CURRY ROAD.

WHEREAS, the city of Tempe strives to preserve neighborhood vitality; and

WHEREAS, requests may be made by representatives of the neighborhood association or by individual residents of the affected area. City staff will request preliminary petitions prior to consideration of an area request in order to insure that public support exists in favor of the parking restrictions; and

WHEREAS, pursuant to Tempe City Code Section 19-111, in designated residential permit parking areas, every vehicle parked on the street during posted time periods must have a valid parking permit.; and

WHEREAS, an area must be several continuous blocks which provide a logical shape with defined boundaries; and

WHEREAS, the City Traffic Engineer conducts a parking survey to determine if the area qualifies for the permit program. An area would qualify for the permit program if 75 percent or more of the total legal parking spaces are occupied and nonresident vehicles occupy more than 25 percent of the occupied spaces.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, that:

The City Council hereby approves the City Manager's designation to implement Residential Permit Parking Area 18 to include portions of Miller Road north of Curry Road.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, THIS 14th day of January, 2016.

Mark W. Mitchell, Mayor

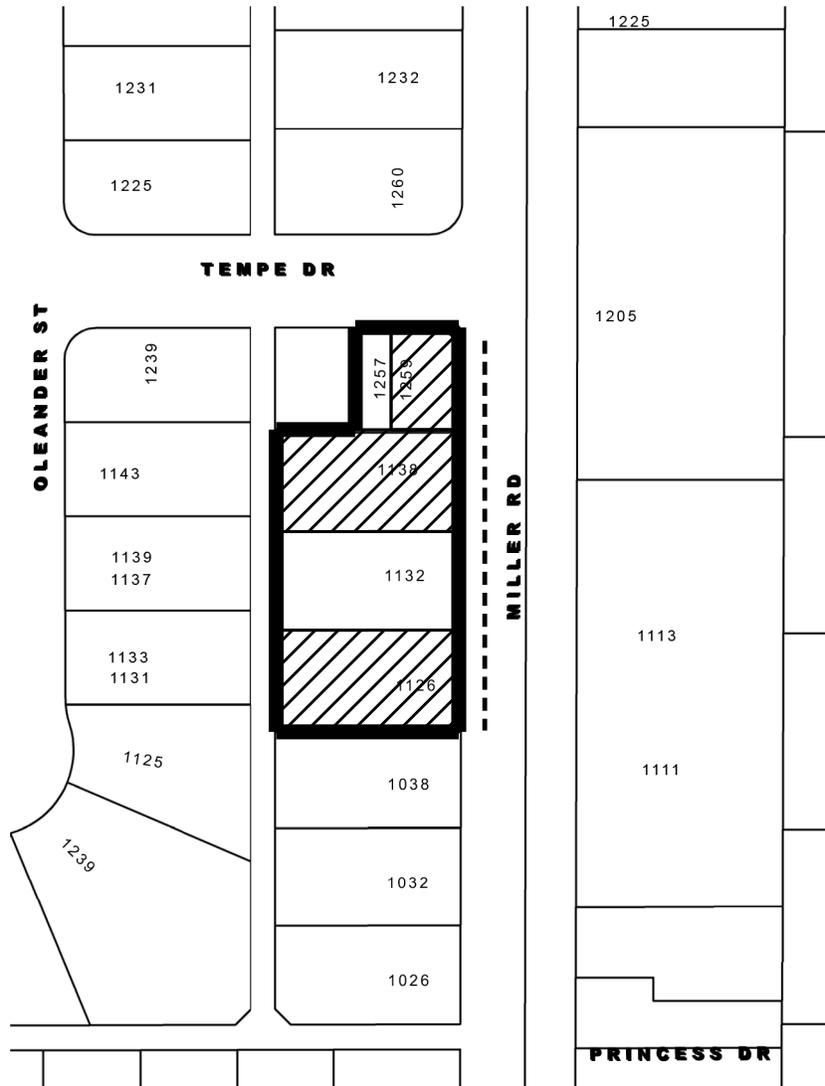
ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

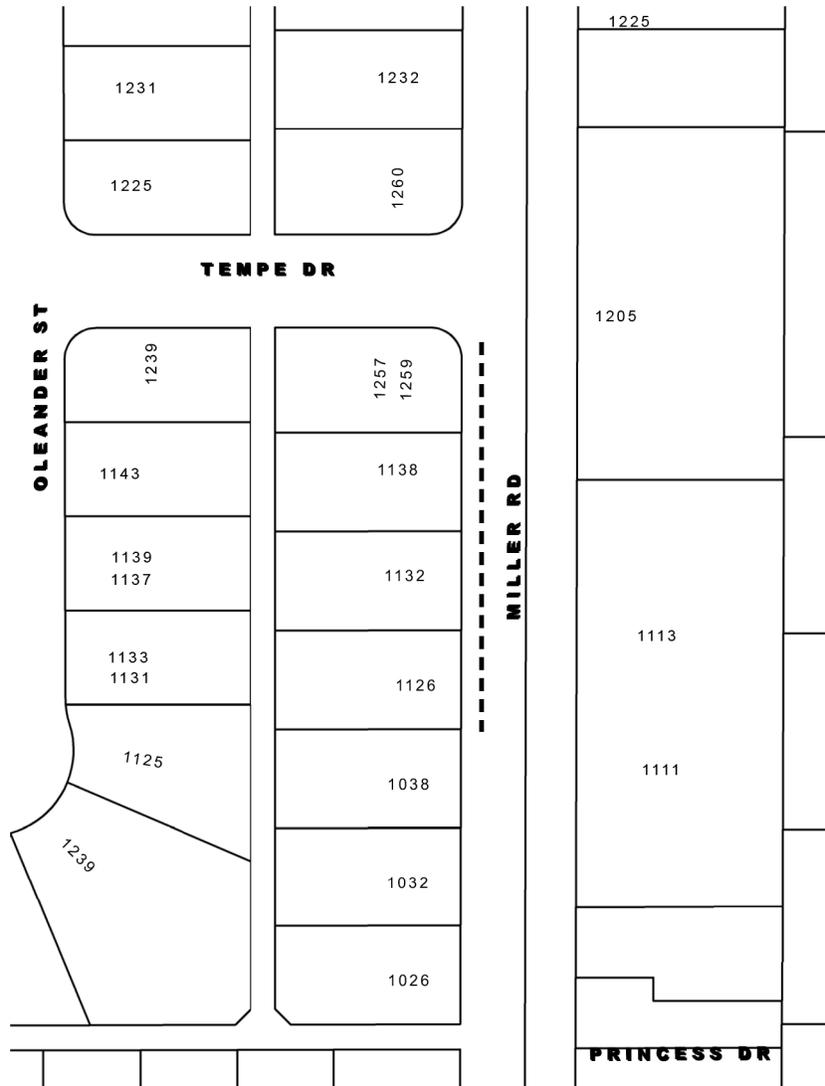
RESIDENTIAL PERMIT PARKING NEIGHBORHOOD REQUEST FOR NEW AREA



	PROPOSED NEW RESIDENTIAL PERMIT PARKING
	NEW RESIDENTIAL PERMIT PARKING RESTRICTIONS
	YES
	NO
	VACANT



RESIDENTIAL PERMIT PARKING NEIGHBORHOOD REQUEST FOR NEW AREA



**NEW RESIDENTIAL PERMIT PARKING
RESTRICTIONS**



CITY OF TEMPE
REQUEST FOR COUNCIL ACTION**Council Meeting Date: 01/14/2016**
Agenda Item: 5C4

ACTION: Adopt a resolution approving the City Manager's designation of Residential Permit Parking Area 16 to include portions of 14th Street, 15th Street, 16th Street, Wilson Street, and Farmer Avenue in the Clark Park neighborhood. (Resolution No. R2016.05)

FISCAL IMPACT: N/A

RECOMMENDATION: Adopt Resolution No. R2016.05.

BACKGROUND INFORMATION: In accordance with Tempe City Code §§ 19-111 through 115, the City Manager may designate, subject to approval by the City Council, a residential area or areas consisting of streets or portions of streets on which the parking of motor vehicles may be restricted in whole or in part to motor vehicles bearing a valid parking permit issued pursuant to these provisions to residents of the area so designated. (Ord. No. 86.45, 7-10-86)

Residents of the Clark Park neighborhood petitioned the city to study the area for Residential Permit Parking (RPP). Six locations were identified as potential Area 16. The first location is the section of Farmer Avenue between 14th Street and Parkway Boulevard. The second location is the section of 14th Street between Roosevelt Street and Farmer Avenue. The third location is the section of Parkway Boulevard between Wilson Street and Farmer Avenue. The fourth location is the section of 15th Street between Roosevelt and Wilson streets. The fifth location is the section of 16th Street between Roosevelt and Wilson streets. The sixth location is the section of Wilson Street between 16th Street and Parkway Boulevard. A study of the area showed that there was considerable out-of-area parking generated by Arizona State University (ASU). According to residents, the parking problem occurs on weekdays between the hours of 8 a.m. and 5 p.m., which is consistent with class scheduling and employment hours at ASU.

The residents of properties in the Clark Park neighborhood were sent questionnaires to determine if they wanted to participate in a Residential Permit Parking Program. The percentages shown are based on the response from each household. Each household was allowed a single response.

Of the 131 homes sent the questionnaire, 76 homes responded. Of the 76 responses, 49 homes support implementing RPP. A summary of the questionnaire responses can be found in Attachment 3. It's recommended that permit parking be installed along:

- the south side of 14th Street,
- the west side of Farmer Avenue,
- both sides of Wilson Street,
- the southwest and northwest corner of the intersection of Parkway Boulevard and Farmer Avenue,
- the south side of 15th Street, and
- the north side of 16th Street.

Permits will be issued to residents on both sides of the street. The study area for this request in Attachment 4 includes those properties within the solid black boundaries and the properties being recommended for RPP are shown with dashed lines along their frontage.

ATTACHMENTS: Resolution, Questionnaire Responses Map, and Map of Residential Permit Parking Area.

STAFF CONTACT(S): Julian Dresang, Traffic Engineer, (480) 350-8025

RESOLUTION NO. R2016.05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, APPROVING THE CITY MANAGER'S DESIGNATION OF RESIDENTIAL PERMIT PARKING AREA 16 TO INCLUDE PORTIONS OF 14TH STREET, 15TH STREET, 16TH STREET, WILSON STREET AND FARMER AVENUE IN THE CLARK PARK NEIGHBORHOOD.

WHEREAS, the city of Tempe strives to preserve neighborhood vitality; and

WHEREAS, requests may be made by representatives of the neighborhood association or by individual residents of the affected area. City staff will request preliminary petitions prior to consideration of an area request in order to insure that public support exists in favor of the parking restrictions; and

WHEREAS, pursuant to Tempe City Code Section 19-111, in designated residential permit parking areas, every vehicle parked on the street during posted time periods must have a valid parking permit.; and

WHEREAS, an area must be several continuous blocks which provide a logical shape with defined boundaries; and

WHEREAS, the City Traffic Engineer conducts a parking survey to determine if the area qualifies for the permit program. An area would qualify for the permit program if 75 percent or more of the total legal parking spaces are occupied and nonresident vehicles occupy more than 25 percent of the occupied spaces.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, that:

The City Council hereby approves the City Manager's designation to implement Residential Permit Parking Area 16 to include portions of 14th Street, 15th Street, 16th Street, Wilson Street and Farmer Avenue in the Clark Park neighborhood.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, THIS 14th day of January, 2016.

Mark W. Mitchell, Mayor

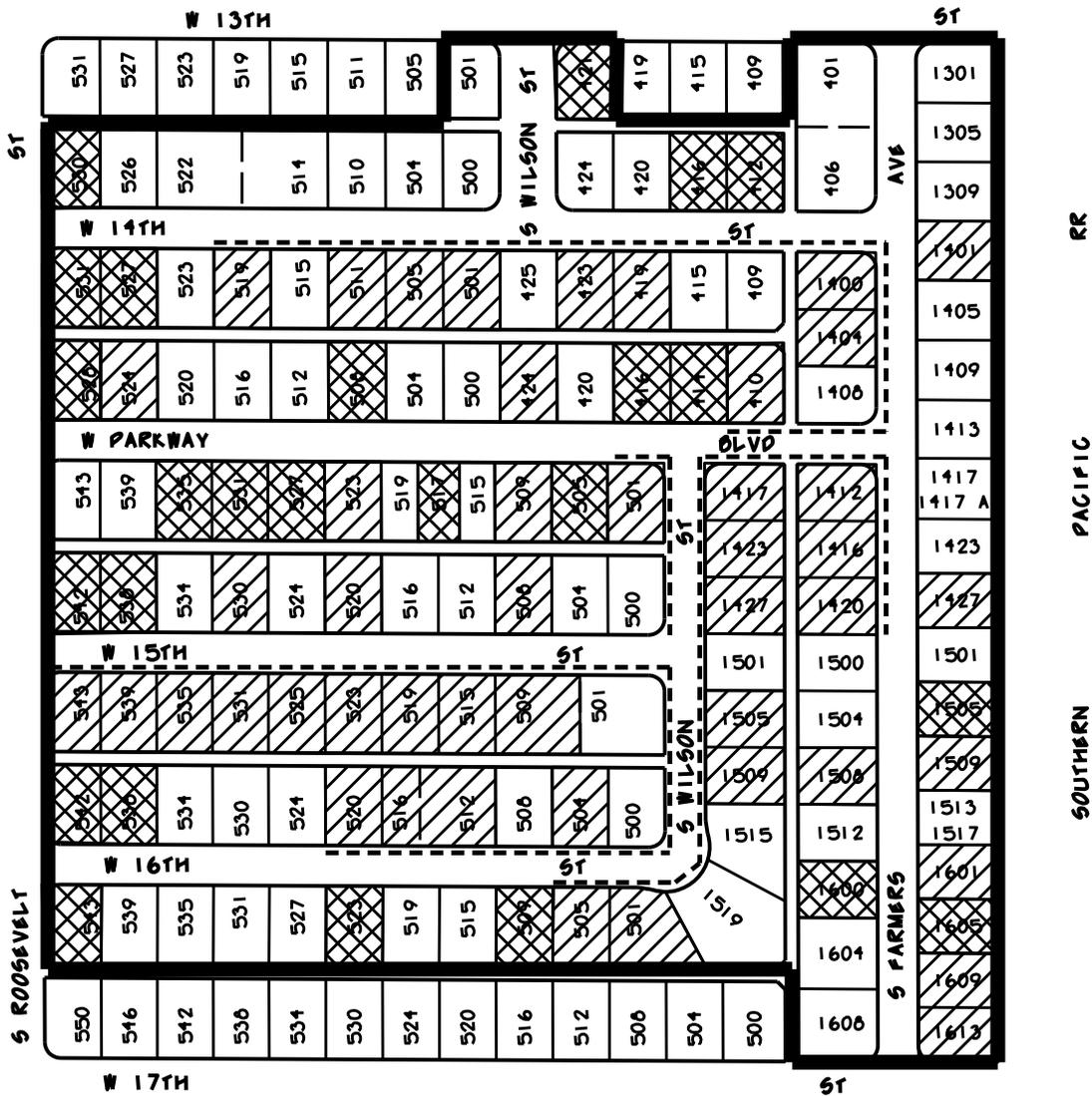
ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

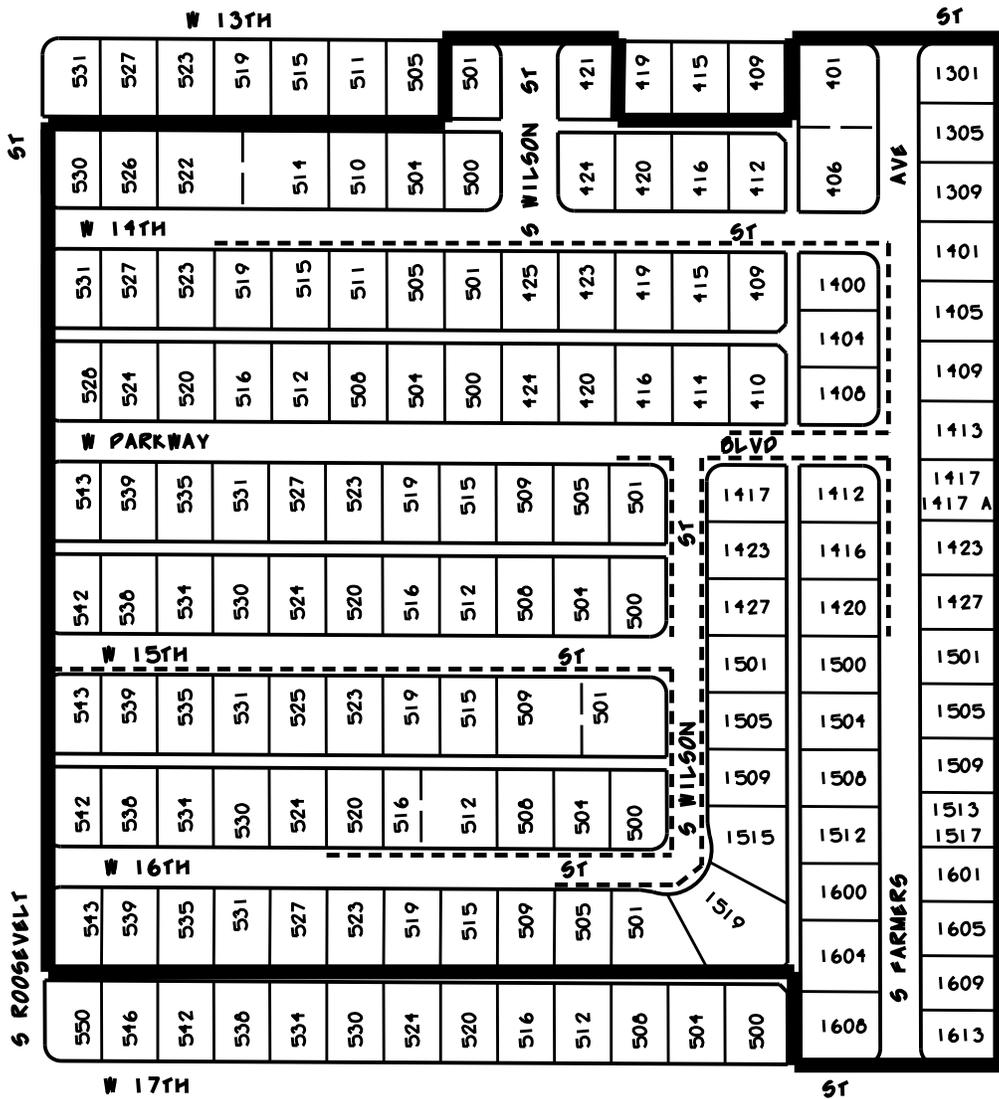
RESIDENTIAL PERMIT PARKING NEIGHBORHOOD REQUEST FOR NEW AREA



-  PROPOSED NEW RESIDENTIAL PERMIT PARKING
-  NEW RESIDENTIAL PERMIT PARKING RESTRICTIONS
-  YES
-  NO
-  VACANT



RESIDENTIAL PERMIT PARKING NEIGHBORHOOD REQUEST FOR NEW AREA



NEW RESIDENTIAL PERMIT PARKING
RESTRICTIONS





CITY OF TEMPE
REQUEST FOR COUNCIL ACTION

Council Meeting Date: 01/14/2016
Agenda Item: 5C5

ACTION: Adopt a resolution authorizing the Mayor to enter into an agreement between the City of Tempe and the Arizona State Parks Board to accept funds for continuation of the Tempe Historic Preservation Office intern program. (Resolution No. R2016.06)

FISCAL IMPACT: The amount of the grant award is \$20,000, with a \$10,000 participant match requirement that will be funded using previously received Native American gaming grants. Sufficient budget appropriation for expenditure of this grant is authorized in the Governmental Grants Fund (Fund 46) as part of the fiscal year 2015/16 adopted budget.

RECOMMENDATION: Adopt Resolution No. R2016.06

BACKGROUND INFORMATION: This grant is awarded using funds from the Federal Historic Preservation Fund Certified Local Government Pass-Through program and will allow the Tempe Historic Preservation Office to continue its intern program.

ATTACHMENTS: Resolution and Federal Pass-Through Participant Agreement.

STAFF CONTACT: John Larsen Southard, Historic Preservation Officer, (480) 350-8870

Department Director: Dave Nakagawara, Community Development Director
Legal review by: Teresa Voss, Assistant City Attorney
Prepared by: John Larsen Southard, Historic Preservation Officer

RESOLUTION NO. R2016.06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE A FEDERAL PASS-THROUGH PARTICIPANT AGREEMENT WITH THE ARIZONA STATE PARKS BOARD TO ACCEPT GRANT FUNDS FOR THE TEMPE HISTORIC PRESERVATION OFFICE INTERN PROGRAM.

WHEREAS, the City of Tempe Community Development Department ("CD") has been notified of the availability of grant funding through the Certified Local Government Historic Preservation Pass-Through program;

WHEREAS, an award of \$20,000 (the "Grant") is available for the period from October 1, 2015 through September 30, 2016, and will be used to fund the Tempe Historic Preservation Office intern program; and

WHEREAS, to accept the Grant, the City will enter into a Federal Pass-Through Participant Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, HEREBY:

Section 1. That the request to apply for, accept, and spend a Certified Local Government Historic Preservation Pass-Through grant in the amount of \$20,000 is hereby approved.

Section 2. That the Mayor is authorized to sign the Participant Agreement that is on file with the City Clerk's Office.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this 14th day of January, 2016.

Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney



State Historic Preservation Office
 1300 West Washington, Phoenix, Arizona 85007
FEDERAL PASS-THROUGH PARTICIPANT AGREEMENT



This Agreement is entered into by and between the **Arizona State Parks Board** and the **City of Tempe** and becomes effective on the date of signature by the authorized representative of Arizona State Parks.

PROGRAM: Federal Historic Preservation Fund Certified Local Government Pass-Through

PROJECT TITLE: Tempe Historic Preservation Intern Program

PROJECT TYPE: Nomination Preparation

STATE PROJECT NUMBER: 441516 **FEDERAL PROJECT NUMBER:** AZ-15-016

FFY OF REVENUE: 2015

NPS/HPF GRANT #: P13AF00142 **CDFA NUMBER:** 15-904

PROJECT PERIOD: Upon full execution through end of Federal Fiscal Year, September 30, 2016.

FEDERAL FUNDS:	\$20,000.00	66%
PARTICIPANT MATCH:	\$10,000.00	34%
TOTAL PROJECT COST:	\$30,000.00	100%

APPROVED SCOPE OF WORK AND SPECIAL CONDITIONS: Attachment A

AUTHORITIES TO ENTER INTO THIS AGREEMENT: (statute, resolution, minutes, etc.)
 STATE: A.R.S. §§ 41-511.04 (A) (8), 41-511.04 (D) (1) & 41-511.05 (2) and Resolution 11/2000.
 FEDERAL: 36 CFR 61.7 (a)

AWARDING OFFICIALS ON BEHALF OF THE NATIONAL PARK SERVICE AND THE ARIZONA STATE PARKS BOARD:

 Signature Date
James W. Garrison
State Historic Preservation Officer

 Signature Date
James Keegan
Assistant Director, Arizona State Parks

ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE PARTICIPANT'S SIGNATURE BELOW.

PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND AS BEING WITHIN THE AUTHORITY OF THE PARTICIPANT.

 Participant's Signature
 Mark W. Mitchell

 Name (Typed)
Mayor, City of Tempe 01/14/2016

 Title Date

 Attorney's Signature
 Judith Baumann

 Name (Typed)
Tempe City Attorney 01/14/2016

 Title Date



State Historic Preservation Office
1300 West Washington, Phoenix, Arizona 85007
FEDERAL PASS-THROUGH PARTICIPANT AGREEMENT



ATTACHMENT A
Approved Project Scope and Special Conditions

PARTICIPANT: Tempe

PROJECT TITLE: Tempe Historic Preservation Intern Program

PROJECT TYPE: Nomination Preparation

STATE PROJECT NUMBER: 441516
FEDERAL PROJECT NUMBER: AZ-1-016

STATE PLAN OBJECTIVES: Maximized Funding
Proactive Partnerships
Integrated Preservation Planning

APPROVED PROJECT SCOPE:

1. Utilizing interns to work on projects for the Tempe HP Office
- 2.
- 3.
- 4.
- 5.

SPECIAL CONDITIONS:

CITY OF TEMPE
REQUEST FOR COUNCIL ACTION**Council Meeting Date: 01/14/2016**
Agenda Item: 5C6

ACTION: Adopt a resolution authorizing the Mayor to execute an intergovernmental agreement with the Arizona Health Care Cost Containment System Administration to allow Hacienda HealthCare to receive federal matching funds from a tribal revenue-sharing grant; and an indemnity agreement with Hacienda HealthCare to address provisions under federal law. (Resolution No. R2016.07)

FISCAL IMPACT: There is no fiscal impact to the City of Tempe. Salt River Pima-Maricopa Indian Community awarded Hacienda HealthCare \$135,000 from its annual 12% local revenue-sharing contribution for 2015. The City of Tempe is serving as a pass through for the entire awarded amount of \$135,000. Sufficient budget appropriation for expenditure of this grant was authorized in the Governmental Grants Fund (Fund 46) as part of the fiscal year 2015-16 adopted budget.

RECOMMENDATION: Adopt Resolution No. R2016.07.

BACKGROUND INFORMATION: On October 15, 2015, the City of Tempe and Salt River Pima-Maricopa Indian Community entered into an intergovernmental agreement (C2015-228) for the disbursement of a portion of Salt River Pima-Maricopa Indian Community's annual 12% revenue-sharing contribution. Pursuant to the intergovernmental agreement, Salt River Pima-Maricopa Indian Community awarded Hacienda HealthCare Inc. \$135,000.

Hacienda HealthCare Inc. approached the City of Tempe to ascertain if the awarded Salt River Pima-Maricopa Indian Community 12% revenue-sharing contribution could be delivered to the Arizona Health Care Cost Containment System Administration. This method of disbursement would provide an opportunity for Hacienda HealthCare Inc. to receive supplemental payments from the federal government. The supplemental payments would not be provided without the grant award being passed through to the Arizona Health Care Cost Containment System Administration. The Salt River Pima-Maricopa Indian Community supports the proposed pass-through method to garner matching federal funding for Hacienda HealthCare.

In order to deliver the awarded Salt River Pima-Maricopa Indian Community 12% revenue-sharing contribution via Arizona Health Care Cost Containment System Administration, the City of Tempe needs to enter into an intergovernmental agreement with Arizona Health Care Cost Containment System Administration. The City of Tempe is also entering into an Indemnity Agreement with Hacienda HealthCare to address provisions under federal law.

ATTACHMENTS: Resolution and Intergovernmental Agreement, and Indemnity Agreement

STAFF CONTACT(S): Marge Zylla, Government Relations Officer, (480) 350-8922

Department Director: Andrew B. Ching, City Manager
Legal review by: Teresa Voss, Assistant City Attorney
Prepared by: Erin Fillmore, Executive Assistant to the City Manager

RESOLUTION NO. R2016.07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM ADMINISTRATION TO ALLOW HACIENDA HEALTHCARE TO RECEIVE FEDERAL MATCHING FUNDS FROM A TRIBAL REVENUE SHARING GAMING GRANT; AND AN INDEMNITY AGREEMENT WITH HACIENDA HEALTHCARE TO ADDRESS PROVISIONS UNDER FEDERAL LAW.

WHEREAS, Arizona Revised Statutes (A.R.S.) § 11-951 through § 11-954 empowers the City of Tempe (“Tempe”) and A.R.S. § 36-2903.01(O) and (P) authorizes Arizona Health Care Cost Containment System Administration (“AHCCCS”) to enter into this intergovernmental agreement

WHEREAS, in 2015, the Salt River Pima-Maricopa Indian Community (“SRPMIC”) granted a tribal revenue sharing gaming grant to Hacienda Healthcare for the City of Tempe acts as a funding pass-through

WHEREAS, Hacienda Healthcare can participate in a federal matching funds program and would like to use these grant monies to qualify for a federal match; and SRPMIC supports the use of the awarded grant to draw down matching federal funds

WHEREAS, Tempe and AHCCCS wish to enter into this Agreement in order to permit Tempe to pass through the grant monies to AHCCCS on behalf of Hacienda HealthCare Inc. to achieve federal matching funds; and

WHEREAS, Tempe and Hacienda HealthCare Inc. wish to enter into an indemnity agreement to address provisions under federal law

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

Section 1: The City Council authorizes the Mayor to execute the Intergovernmental Agreement between AHCCCS and Tempe, on file with the City Clerk’s office; and

Section 2: The City Council authorizes the Mayor to execute the Indemnity Agreement between the Hacienda HealthCare Inc. and Tempe and with respect to certain provisions contained in the Intergovernmental Agreement.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE,
ARIZONA, this _____ day of _____, 2016.**

Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

INTERGOVERNMENTAL AGREEMENT

BETWEEN
ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM ADMINISTRATION
("AHCCCS")

And
CITY OF TEMPE
("Public Entity")

For
Supplemental Payments to Disproportionate Share Hospitals

For services provided between
October 1, 2013 and September 30, 2014

WHEREAS, A.R.S. § 36-2903.01(P), permits the Public Entity, as a political subdivision of the State of Arizona, a tribal government, or university under the jurisdiction of the Arizona Board of Regents, to contribute public funds to be used as the Non-Federal share of supplemental Medicaid payments to disproportionate share hospitals ("DSH payments"), contingent upon the approval by AHCCCS and the Centers for Medicare and Medicaid Services; and

WHEREAS, A.R.S. § 5-601.02(H)(4)(a), permits the Public Entity to receive funding from the Salt River Pima-Maricopa Indian Community as set forth in A.R.S. § 5-601.02(I)(4)(I) and provide such funding on behalf of the Salt River Pima-Maricopa Indian Community to beneficiaries in connection with the distribution of "12% funds" provided for that purpose, which funds the Public Entity may provide to AHCCCS on behalf of such beneficiaries; and

WHEREAS, AHCCCS is authorized to make DSH payments under A.R.S. § 36-2903.01(O) and (P); and

WHEREAS, AHCCCS and the Public Entity are authorized by A.R.S. § 11-951 et seq., as well as A.R.S. § 36-2903.01(P), to enter into Intergovernmental Agreements to jointly exercise powers common to the parties or for cooperative action pertaining to reimbursement or advancements of public funds for services performed; and

WHEREAS, the Public Entity and AHCCCS wish to enter into this Agreement in order to permit the Public Entity to provide the Non-Federal Share of DSH payments.

NOW, THEREFORE, the Public Entity and AHCCCS (collectively, the "Parties"), pursuant to the above and in consideration of the matters hereinafter set forth, do mutually agree as follows:

1. DEFINITIONS: Unless otherwise defined in this Agreement, all terms have the same meaning as set forth in Title 36 of the Arizona Revised Statutes or Title 9, Chapter 22, of the Arizona Administrative Code (A.A.C.) as appropriate.
 - 1.1. Agreement: This document, together with any and all attachments, appendices, exhibits, schedules and future amendments as agreed to by the Parties. The term "Agreement" is synonymous with "Intergovernmental Agreement."
 - 1.2. AHCCCS: Arizona Health Care Cost Containment System Administration, an agency of the State, which administers the Medicaid program under Title XIX of the Social Security Act in Arizona.
 - 1.3. CFR: Code of Federal Regulations – the official compilation of Federal rules and requirements.

- 1.4. Public Entity: City of Tempe, a political subdivision of the State of Arizona.
 - 1.5. CMS: The Centers for Medicare and Medicaid Services, a Federal agency within the U.S. Department of Health and Human Services.
 - 1.6. Day: A calendar day, unless specified otherwise.
 - 1.7. Disproportionate Share Hospital (DSH): a hospital meeting the requirements set forth in 42 U.S.C. § 1396r-4 and the Special Terms and Conditions of Arizona's Demonstration Project for Medicaid as approved by the Secretary of the United States Department of Health and Human Services under the authority of 42 U.S.C. § 1315.
 - 1.8. DSH Payments: a supplemental payment by AHCCCS pursuant to the Special Terms and Conditions of Arizona's Demonstration Project for Medicaid to a Disproportionate Share Hospital.
 - 1.9. Eligible Hospital(s): Hospitals that AHCCCS has determined meet the requirements of and qualify as a Disproportionate Share Hospital and that are listed in Attachment A to this Agreement.
 - 1.10. FFP or Federal Financial Participation: the federal monies that AHCCCS claims from CMS for the Federal share of AHCCCS expenditures for the administration of and services paid for through the Medicaid Program, Title XIX of the Social Security Act.
 - 1.11. State: The State of Arizona.
 - 1.12. Non-Federal Share: The portion of AHCCCS expenditures for the administration of and services paid for through the Medicaid Program, Title XIX of the Social Security Act, that are not FFP and which meet the requirements of 42 C.F.R. Part 433, Subpart B.
2. PURPOSE: The purpose of this Agreement is to set forth the procedures under which the Public Entity will, at its discretion and contingent upon AHCCCS and CMS approval, transfer public funds for use as the Non-federal Share of DSH Payments under this Agreement for hospital services rendered from October 1, 2013 through September 30, 2014. It is the intent of the parties that the procedures herein fully comply with Federal and State laws, rules and regulations.
 3. ELIGIBILITY REQUIREMENTS. Monies transferred by the Public Entity and claimed by AHCCCS as the non-federal share of Medicaid expenditures under this Agreement may only be used for permissible DSH Payments and distributed to Eligible Hospitals. AHCCCS will determine which Eligible Hospitals are eligible for DSH Payments for hospital services from October 1, 2013 through September 30, 2014 and the amount of any distribution. Eligibility and distribution amount determinations for DSH Payments will be consistent with applicable Federal and State statutes, regulations, rules and the Special Terms and Conditions of Arizona's Medicaid Demonstration Project as approved by CMS under 42 U.S.C. § 1315.
 4. AHCCCS RIGHTS AND OBLIGATIONS.
 - 4.1. Receipt and Distribution of Funds. Consistent with the Special Terms and Conditions of Arizona's Medicaid Demonstration Project as approved by CMS under 42 U.S.C. § 1315, and state and federal laws and regulations, AHCCCS will use the funds transferred by the Public Entity to claim FFP and distribute an amount equal to the sum of the Non-Federal Share transferred by the Public Entity under this Agreement and the corresponding FFP to Eligible Hospitals as DSH Payments for hospital services provided from October 1, 2013 through September 30, 2014 in the amounts shown on Attachment A to this Agreement. Both the Non-Federal Share and the FFP under this Agreement may only be used for DSH payments to Eligible Hospitals.

- 4.2. AHCCCS Payment Recoupment from Eligible Hospital. AHCCCS, upon prior written notice to the Eligible Hospitals, will require Eligible Hospitals receiving DSH payments as a result of this Agreement, to reimburse AHCCCS upon demand and, if not reimbursed upon demand, AHCCCS will deduct from any future payments from AHCCCS otherwise due to the Eligible Hospital(s) any amount:
 - 4.2.1. Received by the Eligible Hospital from AHCCCS as DSH Payments that were based on inaccurate information provided by the Public Entity or the Eligible Hospital, that are found to be for an excluded expense, or that otherwise result in an inaccurate payment;
 - 4.2.2. Paid by AHCCCS for which an Eligible Hospital's books, records, and other documents are not sufficient to clearly confirm that the Eligible Hospital was entitled to the DSH payments;
 - 4.2.3. Paid by AHCCCS for which the Public Entity's books, records, and other documents are not sufficient to clearly confirm that the funds transferred to AHCCCS are public funds which meet the requirements of 42 C.F.R. Part 433, Subpart B;
 - 4.2.4. Identified as a payments that may not be claimed for FFP as the result of a CMS financial management review, deferral, disallowance, or audit.
 - 4.3. AHCCCS is responsible for satisfying CMS requirements regarding reporting, adjusting claims for or reimbursing FFP, as necessitated by a recoupment as noted in Paragraphs 4.1 and 4.2 of this Agreement, or applicable Federal laws, rules and regulations. This provision does not relieve the Public Entity or an Eligible Hospital from their obligations under Paragraph 4.2.1 or the obligations of under Paragraphs 6.2 and 6.3.
 - 4.4. In the event AHCCCS recoups DSH Payments from an Eligible Hospital, AHCCCS will promptly return to the Public Entity, without demand, that portion of the recoupment representing the Non-Federal Share contributed by the Public Entity under this Agreement.
 - 4.5. Eligible Hospitals will receive and retain one hundred percent (100%) of all DSH payments and, except as provided in this Agreement or as required by federal law or regulatory authority, Eligible Hospitals are not required to return any portion of the DSH payment to the State, AHCCCS, or the Public Entity.
 - 4.6. As a condition of making DSH payments, AHCCCS will require Eligible Hospitals receiving payments as a result of this Agreement to enter into a separate written agreement (Attachment B, the Agreement to Reimburse Impermissible Disproportionate Share Hospital Payments) with regard to the requirements in the event of a disallowance based on the permissibility of the transferred funds.
5. THE PUBLIC ENTITY'S RIGHTS AND OBLIGATIONS.
- 5.1. The Public Entity will transfer to AHCCCS the amount identified in Attachment A to this Agreement which amount shall be used pursuant to Section 4.1 above. The Public Entity warrants that the Non-Federal Share transferred by the Public Entity to AHCCCS is derived from the public sources identified in Attachment A to this Agreement.
 - 5.2. Within fifteen (15) business days of AHCCCS receiving the funds transferred by the Public Entity under this Agreement, AHCCCS will make DSH Payments to the Eligible Hospitals in the amounts shown on Attachment A to this Agreement pursuant to Section 4.1 hereof without any deductions or set offs.

5.3. Within fifteen (15) days after the date of distribution of the DSH payments to the Eligible Hospitals, AHCCCS will provide the Public Entity a report showing the actual distribution of funds to the Eligible Hospitals.

6. COMPLIANCE WITH ADMINISTRATIVE REQUIREMENTS FOR STATE FINANCIAL PARTICIPATION

6.1. Public Entity warrants that, consistent with 42 C.F.R. Part 433, Subpart B, no portion of the funds transferred to AHCCCS are derived from (1) direct or indirect provider-related donations (in cash or in kind), other than bona fide provider-related donations or (2) health care-related taxes other than as permitted in Subpart B.

6.2. Public Entity agrees to provide AHCCCS with supporting documentation that provides a detailed description (including but not limited to the amount, source, and uses) and the legal basis for (1) each direct or indirect provider-related donation (in cash or in kind) received by the Public Entity including all bona fide and presumed-to-be bona fide donations, and (2) all taxes collected and transferred by the Public Entity to AHCCCS under this Agreement.

6.3. If Public Entity fails to provide supporting documentation required in section 6.2 of this Agreement, or if any funds transferred by Public Entity are determined to be derived from provider-related donations or health care-related taxes such that CMS adjusts future grant awards to AHCCCS or defers or disallows any expenditures claimed by AHCCCS, then Public Entity agrees to reimburse AHCCCS immediately, upon demand by AHCCCS, in the amount of the adjustment or disallowance that is attributable to the impermissible provider-related donation and/or health care-related tax. Immediate payment by the Public Entity does not relieve AHCCCS of its authority under section 4.2 of this Agreement to pursue recoupment from the Eligible Hospitals or its obligation under section 4.4 to return to the Public Entity the Non-Federal portion of amounts recouped from the Eligible Hospitals.

6.4. Public Entity certifies that, consistent with 42 C.F.R. § 433.51(c), the funds transferred to AHCCCS under this Agreement are not federal funds or are federal funds authorized by federal law to be used to match federal funds. If any funds transferred to AHCCCS under this Agreement are determined to be federal funds such that the Center for Medicare and Medicaid adjusts future grant awards to AHCCCS or defers or disallows any expenditures claimed by AHCCCS, then Public Entity agrees to reimburse AHCCCS, upon demand by AHCCCS, in the amount of the adjustment or disallowance that is attributable to the transfer of federal funds. Immediate payment by the Public Entity does not relieve AHCCCS of its authority under section 4.2 of this Agreement to pursue recoupment from the Eligible Hospitals or its obligation under section 4.4 to return to the Public Entity the Non-Federal portion of amounts recouped from the Eligible Hospitals.

6.5. Public Entity certifies that the funds transferred to AHCCCS as described in this Agreement are made voluntarily and that neither the State nor AHCCCS has through statute, rule, or otherwise required the Public Entity to provide the funding.

7. GENERAL PROVISIONS.

7.1. Entire Agreement. This document, its attachments and appendices, including any approved subcontracts, amendments and modifications made thereto, shall constitute the entire Agreement between the Parties, and supersedes all other understandings, oral or written.

7.2. Exercise of Rights. Failure to exercise any right, power or privilege under this Agreement will not operate as a waiver thereof, nor will a single or partial exercise thereof preclude any other or further exercise of that or any other right, power, or privilege.

- 7.3. Contract Term. Notwithstanding the facts that certain AHCCCS or Public Entity obligations under this Agreement occur after the Term hereof, the parties agree that the Term of this Agreement commences when signed by both parties and continues through the the later of conclusion of: (1) any payment reconciliations required by the Special Terms and Conditions of Arizona's Medicaid Demonstration Project as approved by CMS under 42 U.S.C. § 1315 applicable to DSH Payments or (2) and audits of DSH payments as required by 42 CFR Part 447, Subpart E.
- 7.4. Compliance with Laws, Rules and Regulations. AHCCCS, the Public Entity, Eligible Hospitals, and their subcontractors must comply with all applicable Federal and state laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement.
- 7.4.1. Non-Discrimination. The parties shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this Agreement. The Parties shall comply with the provisions of Arizona Executive Order 2009-09, incorporated into this Agreement by reference, as if set forth in full herein.
- 7.4.2. ADA. The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101336, 42 U.S.C. 1210112213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 7.5. Choice of Law. The laws and regulations, of the State of Arizona govern the rights of the Parties, the performance of this Agreement, and any disputes arising from the Agreement.
- 7.6. Compulsory Arbitration. Any action relating to this Agreement must be brought by arbitration to the extent required by A.R.S. § 12-1518 or in an appropriate court. Any arbitration award will be enforced in an appropriate court.
- 7.7. Amendments. This Agreement, including its term, may be modified only through a duly authorized written amendment, executed with the same formality as the Agreement.
- 7.8. Notice. Any notice required by the terms of the Agreement and any questions regarding the duties and obligations of this contract shall be directed to:

7.8.1. For AHCCCS:

AHCCCS
701 E. Jefferson, MD 5700
Phoenix, AZ 85034
Phone: 602-417-4538
Fax: 602-417-5957
Email: Margaret.Harley@azahcccs.gov

7.8.2. For the Public Entity:

City of Tempe, an Arizona municipal corporation
31 East 5th Street
Tempe, Arizona 85281

With a copy to: Tempe City Attorney's Office
21 E. Sixth Street, Suite 201
Tempe, Arizona 85281

- 7.8.3. Notwithstanding section 7.7 of this Agreement, AHCCCS and the Public Entity will give notice by regular mail or any other means reasonably anticipated to provide actual notice to the other party of any change of the address, telephone number, name of the authorized signatory or designee; or name and/or address of the person to whom notices are to be sent.
- 7.9. Termination. Pursuant to A.R.S. § 38-511, either party to this Agreement may terminate this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement is or becomes at any time while the Agreement or an extension of the Agreement is in effect an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation will be effective when AHCCCS or the Public Entity receives written notice of the cancellation unless the notice specifies a later time.
- 7.10. Records. The Parties, including Eligible Hospitals, agree to retain all financial books, records, and other documents and will contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All records are subject to inspection and audit by the Parties at reasonable times. Upon request, the Parties will produce a legible copy of any or all such records.
- 7.11. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held by a court to be invalid or unenforceable, the remaining provisions continue to be valid and enforceable to the full extent permitted by law.
- 7.12. Indemnification. Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- 7.13. No Third Party Beneficiaries. Nothing in the provisions of this Agreement is intended to (1) create duties or obligations to or rights in Eligible Hospitals or any other persons or entities not parties to this Agreement or (2) effect the legal liability of either party to the Agreement with respect to Eligible Hospitals or any other persons or entities not parties to this Agreement.
- 7.14. No Joint Venture. Nothing in this Agreement is intended to create a joint venture between or among the Parties, including the Eligible Hospitals, and it will not be so construed. Neither AHCCCS' nor the Public Entity's employees will be considered officers, agents or employees of the other or be entitled to receive any employment related fringe benefits from the other.

NOW THEREFORE, AHCCCS and the Public Entity agree to abide by the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year specified below.

City of Tempe
Public Entity ("Public Entity")

Arizona Health Care Cost Containment System
("AHCCCS")

By: Mark W. Mitchell, Mayor

By: Meggan Harley, Procurement and
Contracts Manager

Date: _____ Date: _____

In accordance with A.R.S. § 11-952, undersigned counsel have determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona, including but not limited to A.R.S. §§ 36-2903 et seq.

Counsel for Public Entity

Counsel for AHCCCS

Date: _____

Date: _____

ATTACHMENT A

To The Intergovernmental Agreement
Between
The Arizona Health Care Cost Containment System Administration
And
City of Tempe
(the "Public Entity")

Pursuant to the Agreement: (1) the Public Entity has designated the hospitals listed below as Eligible Hospitals, (2) the Public Entity has agreed to transfer public funds in the amount specified below as the Non-Federal Share of DSH Payments to each Eligible Hospital; and AHCCCS has agreed to use the transferred funds to make the DSH Payments specified below:

Eligible Hospital	Non-Federal Share	DSH Payment
Los Niños Hospital, an affiliate of Hacienda HealthCare	\$135,000.00	\$411,962.16
Totals:	\$135,000.00	\$411,962.16

Pursuant to the Agreement, the Public Entity warrants that the amounts transferred under the Agreement are derived from the following sources:

Source	Amount
Salt River Pima-Maricopa Indian Community 12%	\$135,000.00
Total:	\$135,000.00

ATTACHMENT B

AGREEMENT TO REIMBURSE IMPERMISSIBLE DISPROPORTIONATE SHARE HOSPITAL PAYMENTS

As a condition of receiving Disproportionate Share Hospital (DSH) Payments from AHCCCS under A.R.S. § 36-2903.01(P), the undersigned Hospital agrees that in the event CMS issues a disallowance of FFP based on a determination that the source of the funds transferred by any governmental entity in support of DSH payments to the Hospital are either federal funds, provider donations, or health care-related taxes that are not permissible under 42 C.F.R. Part 433, Subpart B, the Hospital will, upon final exhaustion of any administrative appeal related to such disallowance,:

(1) refund to AHCCCS within 30 days of written demand an amount of the DSH payments made to the Hospital equal to the total computable amount associated with such disallowance, including any interest incurred as a result of an appeal; and/or

(2) permit AHCCCS to offset the amount referenced in (1), to the extent it is not refunded, from any amounts otherwise due to the Hospital.

DEFINITIONS. As used in this Agreement, the following terms have the following meanings:

AHCCCS: Arizona Health Care Cost Containment System, an agency of the State, which administers the Medicaid program under Title XIX and the Children's Health Insurance Program (CHIP) under Title XXI of the Social Security Act in Arizona.

CMS: Centers for Medicare and Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

FFP: Federal financial participation.

Governmental Entity: local, county or tribal governments, universities under the jurisdiction of the Arizona board of regents or other governmental entities that are legally qualified to participate in funding program expenditures pursuant to A.R.S. § 36-2903.01(P) and that have transferred funds to AHCCCS under that authority.

Hospital: the undersigned Hospital, including the hospital and its employed physicians.

Agreed to this ____ day of January, 2016, by:

Name: William J. Timmons

Title: President & CEO

On behalf of: Los Niños Hospital, an affiliate of Hacienda HealthCare

INDEMNITY AGREEMENT (“Indemnity”)
BETWEEN
HACIENDA HEALTHCARE
ON BEHALF OF LOS NIÑOS HOSPITAL, AN AFFILIATE OF HACIENDA HEALTHCARE
 (“Hacienda”)
And
CITY OF TEMPE
 (“Public Entity”)

WHEREAS, A.R.S. § 5-601.02(H)(4)(a), permits the Public Entity to receive funding from the Salt River Pima-Maricopa Indian Community in connection with the distribution of “12% funds” provided for that purpose as set forth in A.R.S. § 5-601.02(I)(4)(l), which Public Entity has done with respect to Hacienda (the “Funds”); and

WHEREAS, A.R.S. § 36-2903.01(P), permits the Public Entity, as a political subdivision of the State of Arizona, to contribute public funds to be used as the Non-Federal share of supplemental Medicaid payments to disproportionate share hospitals (“DSH payments”), contingent upon the approval by the Arizona Health Care Cost Containment System (“AHCCCS”) and the Centers for Medicare and Medicaid Services; and

WHEREAS, Public Entity seeks to provide the Funds on behalf of the Salt River Pima-Maricopa Indian Community to AHCCCS for the benefit of Hacienda; and

WHEREAS, AHCCCS is authorized to make DSH payments under A.R.S. § 36-2903.01(O) and (P); and

WHEREAS, AHCCCS and the Public Entity are authorized by A.R.S. § 11-951 et seq., as well as A.R.S. § 36-2903.01(P), to enter into Intergovernmental Agreements jointly to exercise powers common to the parties or for cooperative action pertaining to reimbursement or advancements of public funds for services performed (an “IGA”); and

WHEREAS, the Public Entity and AHCCCS intend to enter such and IGA to permit the Public Entity to provide the Funds to AHCCCS as a Non-Federal Share of DSH payments for Hacienda, but before it will do so, the Public Entity requires Hacienda to indemnify it with respect to certain provisions contained in the IGA.

NOW, THEREFORE, the Public Entity and Hacienda (collectively, the “Parties”), pursuant to the above and in consideration of the matters hereinafter set forth, seek to enter into this Indemnity, and so agree as follows:

1. **Public Entity’s Warranty to AHCCCS.** By entering the IGA, Public Entity is required to undertake the following (the “IGA Requirements”):

a. Under Section 6.1 of the IGA, warrant that, consistent with 42 C.F.R. Part 433, Subpart B, no portion of the Funds transferred to AHCCCS are derived from (1) direct or

indirect provider-related donations (in cash or in kind), other than bona fide provider-related donations or (2) health care-related taxes other than as permitted in Subpart B.

b. Under Section 6.2 of the IGA, provide AHCCCS with supporting documentation that provides a detailed description (including but not limited to the amount, source, and uses) and the legal basis for (1) each direct or indirect provider-related donation (in cash or in kind) received by the Public Entity including all bona fide and presumed-to-be bona fide donations, and (2) all taxes collected and transferred by the Public Entity to AHCCCS under the IGA.

c. Under Section 6.3 of the IGA, if Public Entity fails to provide supporting documentation required in section 6.2 of the IGA, or if any funds transferred by Public Entity are determined to be derived from provider-related donations or health care-related taxes such that CMS adjusts future grant awards to AHCCCS or defers or disallows any expenditures claimed by AHCCCS, then Public Entity agrees to reimburse AHCCCS immediately, upon demand by AHCCCS, in the amount of the adjustment or disallowance that is attributable to the impermissible provider-related donation and/or health care-related tax.

d. Under Section 6.4 of the IGA, Public Entity certifies that, consistent with 42 C.F.R. § 433.51(c), the funds transferred to AHCCCS under the IGA are not federal funds or are federal funds authorized by federal law to be used to match federal funds, and that, if any funds transferred to AHCCCS under the IGA are determined to be federal funds such that the Center for Medicare and Medicaid adjusts future grant awards to AHCCCS or defers or disallows any expenditures claimed by AHCCCS, then Public Entity agrees to reimburse AHCCCS, upon demand by AHCCCS, in the amount of the adjustment or disallowance that is attributable to the transfer of federal funds.

2. **Indemnity by Hacienda.** In consideration of the Public Entity agreeing to and entering into the IGA and, thereby, undertaking the IGA Requirements, Hacienda hereby indemnifies and agrees to hold Public Entity harmless from and against any and all obligations to AHCCCS under Sections 6.1 to 6.4 of the IGA, and specifically for any and all obligations with respect to the IGA Requirements.

3. **Notice of Indemnification Request and Opportunity to Defend.** Consistent with Section 2 of this Indemnity, Public Entity shall provide Hacienda with prompt written notice of any claim that would be subject to the provisions of Section 2 of this Indemnity and permit Hacienda to control the defense, settlement, adjustment or compromise of such claim, including the incursion of any related costs or expenses, all of which Hacienda will undertake at its sole cost and expense. Public Entity may employ separate counsel at its own expense to assist it with respect to any such claim.

4. **General Provisions.**

a. **Entire Agreement.** This Indemnity shall constitute the entire agreement between the Parties, and supersedes all other understandings, oral or written with respect to its scope and purpose.

b. Exercise of Rights. Failure to exercise any right, power or privilege under this Indemnity will not operate as a waiver thereof, nor will a single or partial exercise thereof preclude any other or further exercise of that or any other right, power, or privilege.

c. Contract Term. Notwithstanding the facts that certain AHCCCS or Public Entity obligations under the IGA occur after the term of the IGA, the Parties agree that the term of this Indemnity commences when signed by both Parties and continues through the later of conclusion of: (1) any payment reconciliations required by the Special Terms and Conditions of Arizona's Medicaid Demonstration Project as approved by CMS under 42 U.S.C. § 1315 applicable to DSH Payments or (2) and audits of DSH payments as required by 42 CFR Part 447, Subpart E.

d. Non-Discrimination. The Parties shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this Indemnity. The Parties shall comply with the provisions of Arizona Executive Order 2009-09, incorporated into this Indemnity by reference, as if set forth in full herein.

e. Choice of Law. The laws and regulations, of the State of Arizona govern the rights of the Parties, the performance of this Indemnity, and any disputes arising from the Indemnity.

f. Amendments. This Indemnity, including its term, may be modified only through a duly authorized written amendment, executed with the same formality as this Indemnity.

g. Notice. Any notice required by this Indemnity and any questions regarding the duties and obligations of this Indemnity shall be directed to:

For the Public Entity: City of Tempe, an Arizona municipal corporation
31 East 5th Street
Tempe, Arizona 85281

With a copy to: Tempe City Attorney's Office
21 Sixth Street, Suite 201
Tempe, Arizona 85281

For Hacienda: Hacienda HealthCare
1402 E South Mountain Avenue
Phoenix, AZ 85042

Notwithstanding anything else in this Indemnity, the Public Entity and Hacienda will give notice by regular mail or any other means reasonably anticipated to provide actual notice to the other Party of any change of the address, telephone number, and name of the authorized signatory.

h. Severability. The provisions of this Indemnity are severable. If any provision of this Indemnity is held by a court to be invalid or unenforceable, the remaining provisions continue to be valid and enforceable to the full extent permitted by law.

i. No Third Party Beneficiaries. Nothing in the provisions of this Indemnity is intended to (1) create duties or obligations to or rights in any other persons or entities not parties to this Indemnity or (2) effect the legal liability of either Party to this Indemnity with respect to any other persons or entities not parties to this Indemnity.

j. No Joint Venture. Nothing in this Indemnity is intended to create a joint venture between or among the Parties, and it will not be so construed. Neither Hacienda’s nor the Public Entity’s employees will be considered officers, agents or employees of the other or be entitled to receive any employment related fringe benefits from the other.

NOW THEREFORE, Hacienda and the Public Entity agree to abide by the terms and conditions set forth in this Indemnity.

IN WITNESS WHEREOF, the parties hereto have executed this Indemnity on the date and year specified below.

PUBLIC ENTITY
City of Tempe

HACIENDA
Hacienda HealthCare

By: Mark W. Mitchell, Mayor
Date: _____

By: William J. Timmons, President/CEO
Date: _____

In accordance with A.R.S. § 11-952, undersigned counsel have determined that this Indemnity is in proper form and is within the powers and authority granted under the laws of the State of Arizona, including but not limited to A.R.S. §§ 36-2903 et seq.

Judith R. Baumann, Counsel for Public Entity
Date: _____

**CITY OF TEMPE
REQUEST FOR COUNCIL ACTION****Council Meeting Date: 01/14/2016
Agenda Item: 5C7**

ACTION: Adopt a resolution supporting an application by Newtown Community Development Corporation for fiscal year 2016 federal HOME Funds. (Resolution No. R2016.08)

FISCAL IMPACT: Sufficient budget appropriation for staff time spent administering the contract has been appropriated in Housing Services HOME cost center 2855. No additional City funds are required.

RECOMMENDATION: Adopt Resolution No. R2016.08.

BACKGROUND INFORMATION: Newtown Community Development Corporation "Newtown", a non-profit Community Housing Development Organization (CHDO), has applied to the Maricopa HOME Consortium for federal HOME program funding for the acquisition and rehabilitation of single family units in the jurisdiction of the City of Tempe.

Adoption of this Resolution would certify compliance with the City of Tempe's Consolidated Plan and confirm that Newtown's proposed activities are consistent with the City's strategic plan, and the locations of the proposed activities are consistent with the geographic areas specified in the plan. The City of Tempe submits the Consolidated Plan every five years and annual updates to the US Department of Housing & Urban Development. The Consolidated Plan contains projections for Tempe's housing and community development needs. The City of Tempe is willing to administer the contract in support of Newtown's application for federal HOME funds to the Maricopa County Consortium, if Newtown is funded.

ATTACHMENTS: Resolution

STAFF CONTACT(S): Naomi Farrell, Human Services Director, (480) 350-5428

Department Director: Naomi Farrell, Human Services Director
Legal review by: Theresa Voss, Assistant City Attorney
Prepared by: Craig Hittie, Housing and Revitalization Manager

RESOLUTION NO. R2016.08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE ARIZONA SUPPORTING AN APPLICATION FOR FEDERAL HOME FUNDS BY NEWTOWN COMMUNITY DEVELOPMENT CORPORATION TO THE MARICOPA HOME CONSORTIUM FOR FISCAL YEAR 2016-2017 FEDERAL HOME FUNDS.

WHEREAS, Newtown Community Development Corporation ("Newtown") is a non-profit Community Housing Development Organization (CHDO), with a history of community service in Tempe, and has among its purposes the provision of affordable housing for low and moderate income households; and

WHEREAS, Newtown Community Development Corporation has applied to the Maricopa HOME Consortium for federal HOME Investment Partnerships Program (HOME) funding for fiscal year 2016-2017; and

WHEREAS, if funded the activity supported with HOME funds would be located within the City's jurisdictional boundaries, and the City would be the administrator of the contract between Newtown and the Maricopa HOME Consortium; and

WHEREAS, the City of Tempe submits the Consolidated Plan to the Department of Housing and Urban Development (HUD) every five years with annual updates; and

WHEREAS, the Consolidated Plan contains projections for Tempe's housing and community development needs; and

WHEREAS, the activity that Newtown proposes meets the priorities identified in the City of Tempe's Consolidated Plan as approved by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

Section 1: That the City of Tempe, Arizona, supports Newtown in its application to the Maricopa HOME Consortium for federal HOME funding for fiscal year 2016-2017, and acknowledges that the intended use of such funds complies with the City's Consolidated Plan.

Section 2: That the Human Services Department is authorized to take such actions as are necessary and appropriate to administer any contract between Maricopa County and Newtown if the application is funded, including without limitation, execution of or acceptance of assignments of related loan agreements, deeds of trust, promissory notes, restrictive covenants and other documents executed in connection with the funded activities.

PASSED AND ADOPTED by the City Council of the City of Tempe, Arizona this _____ day of _____, 2016.

Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney



CITY OF TEMPE
REQUEST FOR COUNCIL ACTION

Council Meeting Date: 1/14/2016
Agenda Item: 5C8

ACTION: Adopt a Resolution approving the Third Amendment to the Development and Disposition Agreement between Farmer Arts, LLC and the City of Tempe. (Resolution No. R2016.09)

FISCAL IMPACT: There is no fiscal impact to the City for the Third Amendment.

RECOMMENDATION: Adopt Resolution No. R2016.09.

BACKGROUND INFORMATION: The Third Amendment to the Development and Disposition Agreement further details the direction from the City Council concerning the Farmer Arts parcels on Farmer Avenue, including: the public amenities associated with the project (office space or such other use agreed upon by the parties, parking, and a pedestrian pathway); responsibilities for the purchase of smaller development parcels; the location of public amenities; and, the schedule of performance requiring the issuance of building permits on parcel 1 within five (5) years of the effective date of the Amendment.

ATTACHMENTS: Resolution and Third Amendment to Development and Disposition Agreement.

STAFF CONTACT: David Nakagawara, Community Development Director, (480) 350-8023

Department Director: David Nakagawara, Community Development Director
Legal review by: Judi Baumann, City Attorney
Prepared by: Mari Yennie, Executive Assistant

RESOLUTION NO. R2016.09

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF TEMPE, ARIZONA,
AUTHORIZING THE MAYOR TO EXECUTE
A THIRD AMENDMENT TO THE
DEVELOPMENT AND DISPOSITION
AGREEMENT WITH FARMER ARTS, LLC.**

WHEREAS, City and Farmer Arts, LLC., are parties to that certain Development and Disposition Agreement dated May 31, 2007 (C2007-98) and recorded June 25, 2007, as document No. 2007-0727441, Official Records of Maricopa County, Arizona, (“Development Agreement”), amended on November 4, 2010 (C2007-98a), with respect to the development of certain real property owned by the City, and described in the Development Agreement;

WHEREAS, the Parties now desire to further amend the Development Agreement in certain respects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE ARIZONA, as follows:

Section 1: That the Mayor is authorized to execute the Third Amendment to the Development and Disposition Agreement and all attendant documents, and any other related documents referenced therein or attached as exhibits thereto, substantially in the forms of such documents on file with the City Clerk’s office; and

Section 2: The Mayor or his designee is authorized to take such further actions and execute such additional documents as are reasonably necessary or appropriate to implement the intent of this Resolution and the Third Amendment to the Development Agreement, including but not limited to any Notice and Consent under the Development Agreement, and to effectuate the transactions contemplated therein.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this _____ day of _____, 2016.

Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

WHEN RECORDED, RETURN TO:

City of Tempe Basket

**THIRD AMENDMENT TO
DEVELOPMENT AND DISPOSITION AGREEMENT
(Fifth and Farmer)**

Resolution No. _____
C2007-98C

THIS THIRD AMENDMENT TO DEVELOPMENT AND DISPOSITION AGREEMENT (this “**Amendment**”) is made and entered into as of the ____ day of January, 2016, by and between the CITY OF TEMPE, an Arizona municipal corporation (“**City**”), FARMER ARTS, LLC, an Arizona limited liability company (“**Developer**”).

RECITALS

A. City and Developer are parties to that certain Development and Disposition Agreement dated May 31, 2007 (C2007-98) (the “**Original DDA**”), as amended by that First Amendment to Development and Disposition Agreement dated November 19, 2009 (C2007-98A) (the “**First Amendment**”), and that Second Amendment to Development and Disposition Agreement dated November 4, 2010 (C2007-98B) (the “**Second Amendment**”). The Original DDA, First Amendment and Second Amendment are referred to collectively as the “**DDA**.” Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the DDA.

B. Pursuant to Section 2.8.1 of the Second Amendment, Developer recorded a plat entitled “Farmer Arts District - Parcel 1” on November 12, 2010 at Book 1070, page 15, Official Records of Maricopa County, Arizona (the “**Parcel 1 Plat**”), whereby Parcel 1 was subdivided into four (4) Development Parcels identified as Lot 1 of the Parcel 1 Plat (“**Development Parcel 1**”), Lot 2 of the Parcel 1 Plat (“**Development Parcel 2**”), Lot 3 of the Parcel 1 Plat (“**Development Parcel 3**”) and Lot 4 of the Parcel 1 Plat (“**Development Parcel 4**”), and a common area tract identified as Tract A of the Parcel 1 Plat (“**Tract A**”). The foregoing four (4) Development Parcels within the Parcel 1 Plat, and Parcel 2, comprise all of the Development Parcels within the Property.

C. Prior to the date hereof, Developer has acquired Development Parcels 2, 3 and 4 and Tract A pursuant to the terms and conditions of the DDA. Developer has not yet acquired Development Parcel 1 or Parcel 2.

D. Developer has formed Farmer Property Owners Association, an Arizona nonprofit corporation (“**Farmer Property Owners Association**”) and established that certain Declaration of Covenants, Conditions and Restrictions for Farmer Arts District dated April 18, 2011 and recorded as Document No. 2011-0326910, Official Records of Maricopa County, Arizona (as may be amended from time to time, the “**CCRs**”). The Farmer Property Owners Association constitutes the owners association, and the CCRs constitute the covenants, conditions and restrictions, which have been created to serve the Project as contemplated under the Original DDA and Second Amendment.

E. Developer intends to develop Development Parcel 1 with a joint venture partner (a “**DP 1 JV Partner**”), and Developer intends to develop Parcel 2 with a joint venture partner (the “**P2 JV Partner**”).

F. Developer has requested certain updates and clarifications to the DDA so as to separately allocate and confirm the rights and obligations under the DDA that pertain to Development Parcel 1 and Parcel 2, respectively. Developer also desires to clarify and confirm those post-closing rights and obligations that pertain to the Development Parcels previously acquired by Developer.

G. City and Developer also desire to amend and update the DDA in certain other respects, all as more particularly provided in this Amendment. The DDA (as amended by this Amendment) is a development agreement pursuant to the provisions of A.R.S. § 9-500.05.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

A G R E E M E N T

1. Definitions. The following select definitions set forth in Section 1 of the Original DDA (as previously amended by Section 1 of the Second Amendment), are hereby amended and replaced in their entirety to read as follows:

1.7 “**Escrow Agent**” shall mean Lawyer’s Title, a Division of Commonwealth Land Title Insurance Company (Attention: Debra Nation); 2398 E. Camelback Road, Suite 350, Phoenix, Arizona; Telephone No.: (602) 287-3530; Facsimile No.: (602) 263-0433; E-Mail Address: debranation@ltic.com.

1.16 “**Public Amenities**” shall mean the following items having an aggregate value of not less than \$6,150,000 determined in accordance with Section 2.10: (a) 16,000 square feet of office space (finished to the standards specified in Exhibit “F”) which shall be conveyed to City for use as office space or for such other use agreed upon by Developer and City; (b) a pedestrian pathway containing those elements identified on Exhibit “F” for public use along the eastern boundary of the Property; (c) an enhanced streetscape in the areas detailed in Exhibit “F” and containing those elements more conceptually depicted in Exhibit “F”; (d) enhanced on-street parking in the areas detailed

in Exhibit “F”; and (e) perpetual maintenance of items (b), (c) and (d) above, at the same level as originally constructed. Developer shall have the right to assign the maintenance obligation for the Public Amenities for Parcel 1 and Parcel 2 to the Farmer Property Owners Association.

2. Exhibits. Exhibit “C,” Exhibit “F” and Schedule 2.10 of the DDA (as previously amended) are hereby further amended and restated in their entirety and replaced with those Exhibits and Schedule attached hereto.

3. Amendment of Section 2.9.2. Notwithstanding anything to the contrary in Section 2.9.2 of DDA, the requirement that Developer provide not less than 100 underground parking spaces is hereby relocated to Development Parcel 1.

4. Amendment of Section 3.4. Section 3.4 of the DDA is hereby amended and replaced in its entirety to read as follows:

3.4 Parking. As part of the Public Amenities Developer shall execute and deliver to City a deed or bill of sale conveying to City title to, or if title to such spaces cannot be separately conveyed, the perpetual right to use, 20 full size parking spaces within the parking spaces to be constructed by Developer on Parcel 2, which conveyance shall be made at no cost to City and for which City shall not be obligated to pay any assessments for maintenance or other operating costs pursuant to any covenants, conditions or restrictions affecting such spaces or otherwise, it being the intent of the parties that the 20 parking spaces shall become part of the Public Amenities which Developer (or its permitted successors in ownership) is obligated to maintain. The parties agree that it is in the best interest of the Project that the parking requirement for any Affordable Housing provided within the Project shall be equal to one space for each dwelling unit and one bicycle rack for every 4 dwelling units.

5. Development Parcel 1. Notwithstanding anything to the contrary in the DDA, Developer and City confirm and agree to the following terms as they relate only to Development Parcel 1 of the Project:

- a. Public Amenities. The Public Amenities and schedule of values attributed to Development Parcel 1 have been modified, as set forth on the revised Exhibit “F” and Schedule 2.10 attached hereto. The modifications to Public Amenities attributed to Development Parcel 1 include, without limitation, deleting all references in the DDA to the “library.”
- b. Development Parcel 1 Ownership. After the conveyance of Development Parcel 1 to Developer, Developer may, without City’s further written consent required, transfer or convey ownership of Development Parcel 1 to Farmer Arts Lot 1, LLC. In addition, Developer and DP 1 JV Partner intend to form a single purpose entity to hold title to Development Parcel 1 (the “**DP 1 Ownership Entity**”). After the DP 1 Ownership Entity has been formed, and provided that Developer has furnished reasonably satisfactory evidence of

construction financing or the financial wherewithal of the DP 1 JV Partner in compliance with Section 2.7(a) of the DDA, then upon written request from Developer, City agrees to consent to the conveyance of ownership of Development Parcel 1 from Farmer Arts Lot 1, LLC to the DP 1 Ownership Entity, and to execute, deliver and record a Notice and Consent in the form attached hereto as Attachment 1 (the “**Notice and Consent**”).

- c. Financial Assurances for Development Parcel 1. Developer acknowledges the obligation in Section 2.2 of the DDA to execute, acknowledge and cause to be recorded the Deed of Trust applicable to Development Parcel 1 at the Closing of Development Parcel 1. Notwithstanding the terms of Section 2.2 of the DDA (as amended) to the contrary, at such time that construction is ready to commence for the Public Amenities for Development Parcel 1, Developer shall have the right to substitute and replace the Deed of Trust with a construction bond, escrowed funds, letter of credit or such other financial assurances as may be mutually agreed to by City and Developer (in each case, the “**Development Parcel 1 Alternative Financial Assurances**”). Promptly upon the posting of any such Development Parcel 1 Alternative Financial Assurances, City shall cause the Deed of Trust recorded against Development Parcel 1 to be fully released. Any such Development Parcel 1 Alternative Financial Assurances shall be in the amount of the credit provided to the Developer for the Public Amenities attributed to Development Parcel 1, and shall be released upon the satisfaction of either (i) the obligation to complete the Public Amenities for Development Parcel 1, or (ii) the repayment to the City of the amount of the credit for the Public Amenities attributed to Development Parcel 1.

- d. GPLET as to Development Parcel 1. Section 7 of the Original DDA (as amended by Section 20 of the Second Amendment) provides that all or portions of the Project are eligible for GPLET. In furtherance of Section 7 of the Original DDA (as amended in part by Section 20 of the Second Amendment), provided that Development Parcel 1 is then in compliance with Exhibit “C” attached hereto, City acknowledges and confirms that Development Parcel 1 remains eligible for GPLET, and that Development Parcel 1 may be subject to a separate Land and Improvements Lease that is applicable only to Development Parcel 1. In the event Developer elects to participate in GPLET for Development Parcel 1, then the rights and obligations under the DDA pertaining to the GPLET for Development Parcel 1 (including but not limited to the obligation in Section 20 of the Second Amendment to pay the annual in-lieu payment to the City, up to \$10,000) shall be treated independently for Development Parcel 1 (and not tied to or conditioned upon any GPLET participation by any one or more other Development Parcels). Furthermore, the participation in GPLET by Development Parcel 1 shall not preclude any other Development Parcel(s) from participating in GPLET from time to time.

- e. Construction Financing for Development Parcel 1. Developer will provide reasonably satisfactory evidence in compliance with Section 2.7(a) of the DDA (as amended) that Developer has either obtained construction financing or reasonably demonstrated the financial wherewithal of the DP 1 JV Partner for the Improvements and Public Amenities to be constructed on Development Parcel 1.
- f. Conditions Precedent to Closing of Development Parcel 1. In furtherance of Section 2.8 of the Original DDA (as previously amended by the Second Amendment), City acknowledges and agrees as follows with respect to the conditions precedent to the Closing of Development Parcel 1:
 - a. Section 2.8.1 (Subdividing Parcel 1). The condition precedent set forth in Section 2.8.1 of the Original DDA (as previously amended) has been satisfied prior to the date of this Amendment.
 - b. Section 2.8.2 (Leases). City covenants and agrees to satisfy the condition precedent set forth in Section 2.8.2 of the Original DDA (as previously amended) as it relates to any leases affecting Development Parcel 1 prior to the Closing of Development Parcel 1.
 - c. Section 2.8.2 (Closing of Parcels 3 and 4 and Tract A). The condition precedent set forth in Section 2.8.2 of the Original DDA (as previously amended) as it relates to Parcels 3 and 4 and Tract A has been satisfied prior to the date of this Amendment.
 - d. Section 2.8.3 (No Default). The condition precedent in Section 2.8.3 of the Original DDA (as previously amended) remains in effect until the Closing of Development Parcel 1; provided that City confirms, as of the date of this Amendment, that Developer is not in default under the DDA and City is not aware of any condition that, with the passage of time or giving of notice, would constitute a default by Developer.
 - e. Section 2.8.4 (CCRs). The condition precedent set forth in Section 2.8.4 of the Original DDA (as previously amended) as it relates to CCRs has been satisfied prior to the date of this Amendment; provided that Developer covenants and agrees to annex and subject Development Parcel 1 to the CCRs contemporaneously with the Closing of Development Parcel 1.

6. Parcel 2. Notwithstanding anything to the contrary in the DDA, Developer and City confirm and agree to the following terms as they relate only to Parcel 2 of the Project:

- a. Public Amenities. The Public Amenities and schedule of values attributed to Parcel 2 have been modified, as set forth on the revised Exhibit "F" and Schedule 2.10 attached hereto. The modifications to Public Amenities

attributed to Parcel 2 include, without limitation, adding reference to a 16,000 sf office space to be built on Parcel 2.

- b. Parcel 2 Ownership. After the conveyance of Parcel 2 to Developer, Developer may, without City's further written consent required, (i) transfer or convey ownership of Parcel 2 to Farmer Arts Parcel 2, LLC, and (ii) after Parcel 2 is subdivided pursuant to a final plat, further transfer or convey ownership of the common area tract within Parcel 2 to Farmer Property Owners Association. In addition, Developer and P2 JV Partner intend to form a single purpose entity to hold title to the balance of Parcel 2 (the "**Parcel 2 Ownership Entity**"). After the Parcel 2 Ownership Entity has been formed, and provided that Developer has furnished reasonably satisfactory evidence of construction financing or the financial wherewithal of the P2 JV Partner in compliance with Section 2.7(a) of the DDA, then upon written request from Developer, City agrees to consent to the conveyance of ownership of the balance of Parcel 2 from Farmer Arts Parcel 2, LLC to the Parcel 2 Ownership Entity, and to execute, deliver and record a Notice and Consent in the form attached hereto as Attachment 1 (the "**Notice and Consent**").

- c. Financial Assurances for Parcel 2. Developer acknowledges the obligation in Section 2.2 of the DDA to execute, acknowledge and cause to be recorded the Deed of Trust applicable to Parcel 2 at the Closing of Parcel 2. Notwithstanding the terms of Section 2.2 of the DDA (as amended) to the contrary, at such time that construction is ready to commence for the Public Amenities for Parcel 2, Developer shall have the right to substitute and replace the Deed of Trust with a construction bond, escrowed funds, letter of credit or such other financial assurances as may be mutually agreed to by City and Developer (in each case, the "**Parcel 2 Alternative Financial Assurances**"). Promptly upon the posting of any such Parcel 2 Alternative Financial Assurances, City shall cause the Deed of Trust recorded against Parcel 2 to be fully released. Any such Parcel 2 Alternative Financial Assurances shall be in the amount of the credit provided to the Developer for the Public Amenities attributed to Parcel 2, and shall be released upon the satisfaction of either (i) the obligation to complete the Public Amenities for Parcel 2, or (ii) the repayment to the City of the amount of the credit for the Public Amenities attributed to Parcel 2.

- d. GPLET as to Parcel 2. Section 7 of the Original DDA (as amended by Section 20 of the Second Amendment) provides that all or portions of the Project are eligible for GPLET. In furtherance of Section 7 of the Original DDA (as amended in part by Section 20 of the Second Amendment), provided that Parcel 2 is then in compliance with Exhibit "C" attached hereto, City acknowledges and confirms that Parcel 2 remains eligible for GPLET, and that Parcel 2 may be subject to a separate Land and Improvements Lease that is applicable only to Parcel 2. In the event Developer elects to participate in GPLET for Parcel 2, then the rights and obligations under the DDA pertaining

to the GPLET for Parcel 2 (including but not limited to the obligation in Section 20 of the Second Amendment to pay the annual in-lieu payment to the City, up to \$10,000) shall be treated independently for Parcel 2 (and not tied to or conditioned upon any GPLET participation by any one or more other Development Parcels). Furthermore, the participation in GPLET by Parcel 2 shall not preclude any other Development Parcel(s) from participating in GPLET from time to time.

- e. Construction Financing for Parcel 2. Developer will provide reasonably satisfactory evidence in compliance with Section 2.7(a) of the DDA (as amended) that Developer has either obtained construction financing or reasonably demonstrated the financial wherewithal of the P2 JV Partner for the Improvements and Public Amenities to be constructed on Parcel 2.
- f. Conditions Precedent to Closing of Parcel 2. In furtherance of Section 2.9 of the Original DDA (as previously amended by the Second Amendment), City acknowledges and agrees as follows with respect to the conditions precedent to the Closing of Parcel 2:
 - a. Section 2.9.1 (No Default). The condition precedent in Section 2.9.1 of the Original DDA (as previously amended) remains in effect until the Closing of Parcel 2; provided that City confirms, as of the date of this Amendment, that Developer is not in default under the DDA and City is not aware of any condition that, with the passage of time or giving of notice, would constitute a default by Developer.
 - b. Section 2.9.2 (Parking). The condition precedent set forth in Section 2.9.2 of the Original DDA (as previously amended) is no longer applicable and is hereby deleted.
 - c. Section 2.9.3 (Leases). City covenants and agrees to satisfy the condition precedent set forth in Section 2.9.3 of the Original DDA (as previously amended) as it relates to any leases affecting Parcel 2 prior to the Closing of Parcel 2.
 - d. Section 2.9.4 (Commencement of Construction on Parcel 1). The condition precedent set forth in Section 2.9.4 of the Original DDA (as previously amended) has been satisfied prior to the date of this Amendment.

7. Relinquishment of Certain Rights by Developer. Developer hereby waives and relinquishes its right to receive “Deferred Development Fees” pursuant to Section 5.2 of the Original DDA (as amended by the Second Amendment).

8. Reservation of Reimbursement Rights to Developer. Any rights and obligations under the DDA (as amended hereby) not otherwise allocated to Development Parcel 1 or Parcel

2 shall remain with Developer. Without limiting the foregoing, the reimbursement rights and benefits up to the maximum aggregate amount set forth in Section 4 of the DDA are specifically allocated to the original named Developer, Farmer Arts, LLC. Any such reimbursement rights and benefits shall remain with Developer and shall not be allocated or assigned to any permitted successor or assign of Development Parcel 1, Parcel 2 or any other Development Parcel(s).

9. Incorporation. The recitals set forth above and all exhibits attached to this Amendment are incorporated herein and made a part hereof. Capitalized terms not otherwise defined in this Amendment shall have the meanings given to such terms in the DDA.

10. Effect of Amendment. Except as amended hereby the DDA is ratified and shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned have caused this Third Amendment to Development and Disposition Agreement to be executed as of the day and year first above written.

ATTEST:

CITY OF TEMPE, an Arizona municipal corporation

Brigitta M. Kuiper, City Clerk

By: _____
Mark W. Mitchell, Mayor

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

FARMER ARTS, LLC, an Arizona limited liability company

By _____

Name _____

Title _____

List of Amended Exhibits

Exhibit “C”	Schedule of Performance
Exhibit “F”	Map and Depiction of Public Amenities
Schedule 2.10	
Attachment 1	Form of Notice and Consent

**Exhibit “C”
Schedule of Performance**

This Schedule of Performance is attached to and made a part of that certain Third Amendment to Development and Disposition Agreement (Fifth and Farmer) (C2007-98C) (the “Amendment”)

1. The Closing of Development Parcel 1 shall have occurred, and Developer agrees to initiate the development of Development Parcel 1, on or before the date that expires five (5) years after the date of the Amendment. For purposes of this paragraph, initiating development of Development Parcel 1 shall be evidenced by the issuance of building permits for the Improvements to be constructed thereon.

2. The Closing of Parcel 2 shall have occurred, and Developer agrees to initiate the development of Parcel 2, on or before the date that expires five (5) years after the date of the Amendment. For purposes of this paragraph, initiating development of Parcel 2 shall be evidenced by the issuance of building permits for the Improvements to be constructed thereon.

3. Commence Construction of the Improvements on each Development Parcel within 180 days after City's issuance of building permits for the Improvements to be constructed thereon.

Exhibit “F”
1 of 2
Depiction of Public Amenities

Office

The Office is physically and programmatically integrated into the Farmer Avenue side of the structured parking at the north end of Parcel 2. This location is immediately adjacent to the Yard at Farmer Arts District. The development program is +/-16,000 sf of street level space. The design and development of the Office space will be delivered in a Gray Shell format further defined below. The Furniture, Fixture and Equipment package is not assumed or provided.

Gray Shell includes the building structure, envelope, circulation, public spaces, mechanical system support space(s), and site improvements. Specifically:

- Site improvements adequate to comply with life safety, building code and zoning regulations. Building structure including; foundation, beams, columns, floor slabs, and roof structure.
- Building envelope including; insulated exterior walls, exterior glazing, and roof.
- Building standard finished ceiling and ambient lighting.
- Common corridor stud walls, if any, including GWB on public sides.
- Two sets of restrooms. Each set shall contain one restroom for men and one for women. Fixture count shall be established to meet minimum code requirements except that each restroom shall have one shower (for a total of four showers) for use by the Office tenants. One set of bathrooms shall be located towards the north end of the 16,000 sf space and the other set shall be located towards the south end to allow for divisibility of the office space. Bathroom finish shall include toilets, tile, mirrors, sinks, faucets and ready to add toiletries for use.
- Electrical and mechanical systems including; heating, ventilation and air conditioning systems, building automation system, and emergency lighting for egress.
- Combination fire standpipe/sprinkler system and fire alarm system.
- Building utility distribution system including; potable domestic water, sanitary and storm drain systems, sanitary vent, electrical power distribution panels and circuit breakers in an electrical closet, designated connection point to the central fire alarm system, and a distribution backboard within a wire closet. All services provide for connections to the tenant functions.

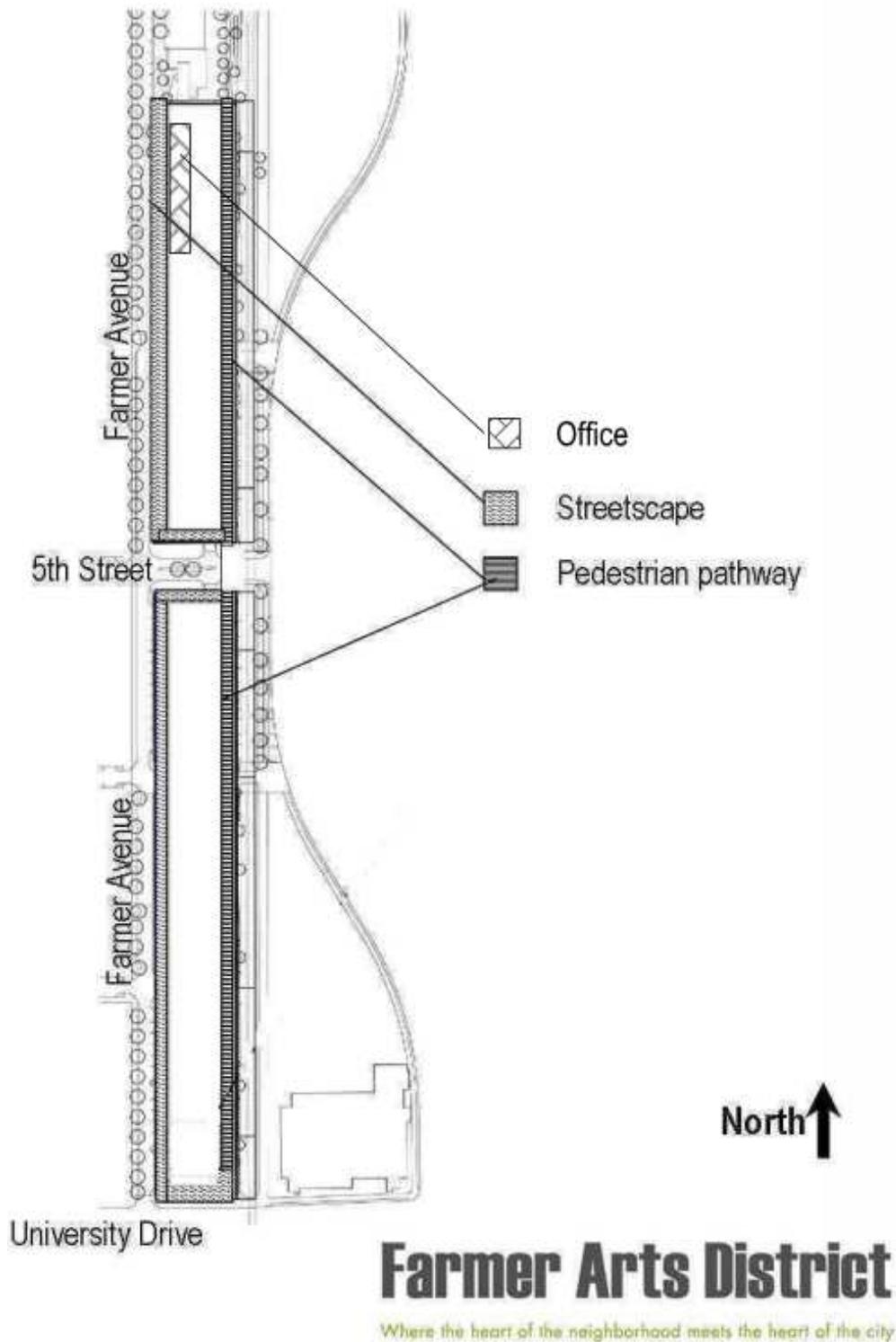
Linear Park (pedestrian pathway)

Providing a dedicated north/south public access way of 15 to 20 feet on average, the linear park serves as a boardwalk connecting the four neighborhoods to important City amenities and resources. The design provides for an accessible path compliant with ADA standards, shade, park furnishings and appropriate lighting. Upon completion, an access easement or dedication will be provided to the City ensuring continued enjoyment for future generations.

Streetscape

The current industrial streetscape that is Farmer Avenue has been redefined to include an integrated pedestrian oriented sidewalk and a design that establishing the vision for tree lined streets, appropriate lighting and vibrant urban neighborhood uses.

Exhibit "F"
2 of 2
Map of Public Amenities
Schedule 2.10



Schedule 2.10

Development Parcel ("DP")	Plat	Purchase Price	Public Amenities	Public Amenities Purchase Price
Parcel 1				
DP1	Lot 1	\$ 981,732	Enhanced Streetscape Pedestrian Pathway Parking (\$400,000)	\$ 981,732
DP2	Lot 2	\$ 197,419	Enhanced Streetscape Pedestrian Pathway	\$ 197,419
DP3	Lot 3 Tract A	\$ 300,658	Enhanced Streetscape Pedestrian Pathway	\$ 275,658
DP4	Lot 4	\$ 525,518	Enhanced Streetscape Pedestrian Pathway	\$ 525,518
Parcel 2				
		\$ 3,707,468	16,000 sf office space Enhanced Streetscape Pedestrian Pathway	\$ 3,682,468
		\$ 487,205	Amenities Perpetual O/M	\$ 487,205
	Total	\$ 6,200,000		\$ 6,150,000

Conveyance notes:

- 1 DP3 (Lot 3 along with Tract A) to be conveyed in initial closing. Public Amenities will be constructed on Lot 2 (Enhanced Streetscape \$126,751) and Lot 4 (Pedestrian Pathway \$149,661) concurrent with the construction of Public Amenities on Lot 3.
- 2 Cash to be paid at Closing of DP3 and Parcel 2

ATTACHMENT 1

[Template to use with each of DP1 and Parcel 2, as and when applicable]

WHEN RECORDED, RETURN TO:

Zwillinger Greek & Knecht PC
2425 East Camelback Road, Suite 600
Phoenix, Arizona 85016
Attention: Jim Gibson

**NOTICE AND CONSENT
UNDER
DEVELOPMENT AND DISPOSITION AGREEMENT
([Development Parcel ____] - Fifth and Farmer)**

C2007-98

THIS NOTICE AND CONSENT UNDER DEVELOPMENT AND DISPOSITION AGREEMENT (this “**Notice**”) is made and entered into as of the ____ day of _____, 20____, by the CITY OF TEMPE, an Arizona municipal corporation (“**City**”).

RECITALS

A. City and Farmer Arts, LLC, an Arizona limited liability company (“**Developer**”) are parties to that certain Development and Disposition Agreement (Fifth and Farmer) (C2007-98) dated May 31, 2007 and recorded in Document No. 2007-0727441, Maricopa County Recorder; and that certain First Amendment to Development and Disposition Agreement (Fifth and Farmer) dated November 19, 2009 and recorded in Document No. 2010-0077487, Maricopa County Recorder; and that certain Second Amendment to Development and Disposition Agreement dated November 4, 2010 and recorded in Document No. 2010-0991120, Maricopa County Recorder; and that certain Third Amendment to Development and Disposition Agreement dated January _____, 2016 and recorded in Document No. 2016-_____, Maricopa County Recorder (collectively, the “**DDA**”). Capitalized terms not otherwise defined herein shall have the meanings given them in the DDA.

B. The DDA pertains to certain real property located in the City of Tempe, Maricopa County, Arizona (the “**Property**”) including, but not limited to, [Development Parcel ____] of Farmer Arts District – Parcel [____], according to Book ____ of Maps, page _____, records of Maricopa County, Arizona (the “**Development Parcel**”).

C. As of the recordation of this Notice, Developer has closed escrow on the Development Parcel in accordance with the terms of the DDA, and Developer has conveyed

ownership of the Development Parcel to [Farmer Arts _____, LLC] (the “**Interim Ownership Entity**”) as permitted pursuant to the DDA.

D. [Name of JV Entity _____, LLC] (the “**Ownership Entity**”) has been formed to hold title to the Development Parcel. Interim Ownership Entity now intends to transfer and convey ownership of the Development Parcel to the Ownership Entity (the “**Transfer**”).

D. Pursuant to Section 11.2 of the DDA, Developer is required to obtain the City’s prior written approval, which approval shall not be unreasonably withheld, before Developer sells, assigns, conveys, alienates or otherwise transfers the Property or any portion of the Property subject to the DDA.

E. City has agreed to enter into this Notice to evidence City’s acknowledgement, consent and approval of such Transfer, if and to the extent such City consent and approval is required under Section 11.2 of the DDA, and to set forth the rights, obligations, terms and conditions under the DDA as they pertain to the Development Parcel.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, City hereby agrees as follows:

1. Incorporation of Recitals. The above Recitals are incorporated herein and made a part hereof.

2. Transfer. City has consented to the conveyance of ownership of the Development Parcel from Developer to the Interim Ownership Entity, and from the Interim Ownership Entity the Ownership Entity.

3. Acknowledgement of Rights and Obligations Pertaining to Development Parcel.

(a) The rights, obligations, terms and conditions under the DDA that are allocated to the Development Parcel shall be severed from (and independent from) any rights, obligations, terms and conditions under the DDA pertaining to any one or more other portions of the Property.

(b) City agrees that the following general duties and obligations under the DDA are allocated to the Development Parcel on a non-exclusive basis, but in each case only as it relates to the Development Parcel and no other portion of the Property: (i) the duties relating to the Development Parcel as provided in Section 3.7 of DDA, and (ii) the duty of indemnification for matters pertaining to the Development Parcel (as provided in Section 9 of the DDA). The duties and obligations attributed to the Development Parcel are the several (and not joint) duties and obligations of the Development Parcel. In no event shall the Development Parcel or the Ownership Entity have any responsibility to any other development parcel within the Project or any other party under the DDA.

(c) The Development Parcel and the Ownership Entity are subject to those rights, remedies and limitations set forth in Section 11 of the DDA, including but not limited to the duty to submit to mediation pursuant to Section 11.4 of the DDA, but only as it relates to the Development Parcel and no other development parcel within the Project. In the event of any default or alleged default pertaining to the Development Parcel, City's rights and remedies shall be limited to the Development Parcel, the Developer and the Ownership Entity. Similarly, a default or alleged default pertaining to one or more other development parcels within the Project shall not constitute a default by the Development Parcel or Ownership Entity.

4. General Terms. All terms, covenants, conditions and provisions of the DDA are hereby reinstated, ratified, affirmed and remain in full force and effect, subject to the terms of this Notice. This Notice may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

[SIGNATURES FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Notice to be executed as of the day and year first above written.

CITY OF TEMPE, an Arizona municipal corporation

By: _____
Mark W. Mitchell, Mayor

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, the _____ of the City of Tempe, an Arizona municipal corporation.

Notary Public

My commission expires:

**CITY OF TEMPE
REQUEST FOR COUNCIL ACTION****Council Meeting Date: 01/14/2016
Agenda Item: 6A1**

ACTION: Approve a change order and a storm drain and bridge repair allowance to a construction manager at risk construction contract with PCL Construction, Inc. for removal of the existing downstream and upstream rubber bladders at Tempe Town Lake and approve the transfer of budget appropriation from General Fund Contingency to cover the cost of this change order.

FISCAL IMPACT: The construction change order amount is \$1,020,056 and the storm drain and bridge repair allowance amount is \$250,000. Funding to cover this change order will be transferred from the fiscal year 2015/16 General Fund Contingency, appropriated in cost center 3580, to Capital Improvement Project No. 6504221, Town Lake Dam Replacement. Funding to cover the storm drain and bridge repair allowance is budgeted in the following Capital Improvement Projects: Community Facilities District (\$50,000), Storm Drain Improvements - 5899971 (\$100,000), and Bridge Maintenance - 5499891 (\$100,000).

This is one of two proposed uses of the \$1.5 million General Fund Contingency budget in fiscal year 2015/16. The other is authorization for the City Manager to use up to \$300,000 for the costs associated with the Fire Medical Rescue Department's application for a Certificate of Necessity.

RECOMMENDATION: Approve a change order and a storm drain and bridge repair allowance to a construction manager at risk construction contract and authorize the transfer of budget appropriation from the General Fund Contingency.

BACKGROUND INFORMATION: Per the lease agreement signed on April 21, 2009, between the City of Tempe and Bridgestone, the existing downstream rubber bladders shall be decommissioned and removed at the City's sole expense by the end of the leasing term. The subsequent amendment to the lease, approved by the City Council on December 3, 2015, clarified that the lease term will end June 1, 2016.

This change order to the construction contract will cover lake water diversion to the Salt River Project (SRP) canal (\$305,435), downstream rubber bladder decommissioning and removal (\$517,023), and upstream rubber bladder decommissioning and removal (\$197,598). This change order does not include any weather related delays or damages as a result of either major storm events or water releases that adversely impact the water pumping and diversion operations or the rubber bladder removal operation. Weather-related costs in excess of this transfer of General Fund Contingency budget would require transfers of budget authority from other approved capital projects. The storm drain and bridge repair allowance of \$250,000 is budgeted in various Capital Improvement Projects as outlined in the fiscal note above as a planned asset management resource to inspect the lake bottom, seawall, several bridges and drainage structures during the lake dry-up period and to conduct any repairs that might be required as a result of the inspection. It is most cost effective to remove the upstream rubber bladder while Tempe Town Lake is dry.

Water diverted from the Tempe Town Lake into the SRP canal system will be delivered to SRP shareholders and water users downstream along the Grand Canal. Water from the Tempe Town Lake delivered to SRP will create water exchange "credits" for Tempe pursuant to the SRP/Tempe Water Delivery and Use Agreement. SRP will request reimbursement for expenditures related to canal improvement and monitoring costs to receive the water into their system.

After water is diverted to the SRP canal, the remaining lake water will be released downstream; while precautions will be taken to control the release, there could be impacts to the new construction site which are not accounted for in this change order. The existing downstream and upstream rubber bladders will be removed from the river bottom and disposed of. The upstream four rubber bladders are the original bladders that were installed during the lake construction in 1999 and are not currently used. It is advantageous to remove them at the same time as the lake is drained for downstream rubber bladder removal so they do not potentially obstruct river flows and/or cause safety issues in the Town Lake.

Staff has reviewed the proposal and negotiated the price for this change order based on comparable unit pricing and the conditions identified in the guaranteed maximum price (GMP).

ATTACHMENTS: Construction Change Order (attachments on file in Engineering office).

STAFF CONTACT(S): Andy Goh, Deputy Public Works Director/City Engineer, (480) 350-8896

Department Director: Don Bessler, Public Works Director

Legal review by: Judi Baumann, City Attorney

Prepared by: Donna Rygiel, Engineering Contract Supervisor



Lake Pumping and Upstream and Downstream Bladder Removal GMP

1. The bladder removal and lake pumping cost model is based on the Final –For Permit Approval drawings for the Downstream Bladder Removal dated January 2015.
2. This cost model is based on a lake pumping start on February 9, 2016 through March 8, 2016 and a bladder removal start on March 28, 2016.
3. This cost model assumes lake pumping as outline in the estimate and attached quote from Watermovers. This price only includes monitoring of the pumping system twice daily, seven (7) days per week throughout the pumping duration (1 MO). Pricing includes additional 1800’ of 18” HDPE discharge piping into SRP concrete channel.
4. This pricing does not include costs for SRP channel protection or vegetation removal.
5. This costs model assumes control building piping demolition as shown in the attached drawings. This will be the minimum piping necessary to grout the 8” air supply and 2” return lines.
6. Pricing includes the following allowances:
 - Crane Standby Allowance of \$28,610 for standby costs based on the date when the crane is complete with contractual work. ✓
 - Electrical/ Control Building Allowance of \$30,000 for costs associated with lockout/ tag out, MOV removals, pedestrian bridge lighting removals, control room electrical gear removals and leak detection. ✓
 - Channel Repair Allowance of \$5,000 for emergency repairs to the SRP channel as needed. ✓
 - Collector channel and access ramp cleanup allowance of \$10,000. ✓
 - Grouting allowance for upstream dam piping of \$20,368. ✓
 - Grouting allowance for downstream dam piping of \$20,368. ✓
7. This cost model assumes that grouting the 8” supply, 4” pressure sensing and 8” level sensing piping only. The 2” condensate lines will be capped only. Price also includes slurry for the level sensing vaults.
8. This costs model assumes one (1) 8’ wide temporary bridge, which will meet ADA requirements for the north multiuse path (pipe crossing). This temporary bridge will not be traffic rated. PCL will cover the two (2) ea, 18” diameter HDPE piping with soil to maintain pedestrian access north of the 202 freeway. An additional dirt access ramp will be installed south of the 202L freeway for FCD vehicle access.
9. This cost model assumes that no equipment can travel over the gates per Steel Fab’s recommendations.
10. This cost model includes costs for cleaning of the collector channel. The entire collect collector needed to be cleaned since it contained large amounts of organic material, which would create compaction issues. Since it was most cost effective to do this cleaning while we were locating the peizometers, PCL performed the work while they were in the area.
11. Costs for purchasing and placing sandbags across the dam foundation during the bladder removal are included in this estimate. This is the most cost effective solution to prevent water from entering the work area and creating an electrical hazard and allows for the upstream side of the dam to collect water for gate wet testing.
12. This cost model does not include any costs for permitting.



CONSTRUCTION LEADERS

City of Tempe

Lake Pumping and Upstream and Downstream Bladder Removal GMP

13. The cost model excludes all costs associated with the materials testing and inspections.
14. This cost model does not include costs for the remediation of hazardous waste materials.
15. This cost model assumes that adequate electrical service will be available at the control building for construction and electrical consumption costs will be paid by the City of Tempe at no cost to the project.
16. This cost model assumes that construction water will be available at no cost to the contractor.
17. This cost model assumes that night and weekend work is acceptable throughout the course of the project.
18. This cost model is based on a 6 day, 60 hour work week. PCL will commit additional overtime as necessary to complete the downstream bladder removal within the two (2) week removal window.
19. Pricing assumes that this work will be a change order to the existing contract, which will be executed by December 20, 2015 in order to plan and procure materials necessary to complete the work in a timely manner. Please be advised that PCL will need to be reimbursed for all flow related events that create rework or delays to the schedule. The cost model does not include costs for managing storm flows.
20. Price model assumes no demolished materials will be salvaged. No costs for trucking, loading and offloading of materials have been included in this estimate.
21. In the event that the pumping duration is cut short due to weather or other reasons, PCL will negotiate a credit from Water Movers for reduced pump rental time. In addition, PCL will credit for fuel not used at an approximate rate of 7gals/ hour per pump.

Tempe Town Lake Dam Replacement

Temporary Pumping work Plan

- **Purpose:** The purpose of this work plan is to outline the work associated with the temporary pumping required to pump water from the Town Lake to the existing SRP canal located north of the 202 freeway.
- **Overview:** The City of Tempe (COT) has proposed to reallocate water from the Town Lake for removal of the upstream and downstream rubber dam bladders. Please see attachment "A" for the estimated schedule. During the pumping process, the flows will be tracked utilizing two (2) flow meters, which will be attached to the discharge piping. The gallons pumped into the SRP canal will be credited for re-filling the lake once the rubber bladder decommissioning is complete.
- **Work Plan:** The following outlines the specific work required for the temporary pumping operation.
 - Please refer to attachment "B". Water Movers will install the pumps and fuel storage tanks directly west of the exiting boat ramp located on the north bank of the Town Lake approximately 500' west of the Tempe Marina. The fuel tanks and pumps will sit directly on spill containment pads.
 - 6' tall fencing will be installed around the pumps and fuel storage tanks. Gates will be installed for fueling access.
 - Four (4) 12" HDPE suction pipes and two (2) 18" HDPE discharge will be installed from the lake to the discharge point located on the SRP canal. The discharge pipes will be poly wrapped as attached from the pumps to the discharge point Attachment "C".
 - Temporary vehicular and pedestrian ramps will be installed at the multiuse path to facilitate pedestrian and vehicular traffic throughout the duration of the pumping operation Attachment "E". In addition, dirt fill will be installed over the HDPE piping north of the 202 freeway to maintain pedestrian access to this trail.
 - Once the pumping operation is complete, all materials will be removed and the site will be restored to its original condition.
- **Monitoring:** Water Movers, PCL and SRP will all have the responsibility to monitor this system throughout the pumping duration as outlined below:
 - Water Movers will checkout the system twice daily, seven days a week throughout the pumping duration. They will provide emergency repairs to the piping and pump system as needed.
 - PCL will check the fuel levels, monitor the system and take flow meter readings at least one daily, six days a week throughout the pumping duration.
 - SRP will monitor the system and canal continuously throughout the entire pumping duration. They will also take flow meter readings daily.



- **Emergency Contacts:** The following personnel will be emergency contacts throughout the pumping duration:
 - Tom Bussell- PCL Construction Superintendent- tsbussell@pcl.com 602-402-2707
 - Eric Popple- PCL Construction Asst. Superintendent- epopple@pcl.com 602-680-9765
 - Adam Gordon- PCL Construction Project Manager- ajgordon@pcl.com 602-717-7231
 - Tim Weber- Gannet Fleming Construction Manager- tweber@gfnet.com 412-418-3747
 - Chris Kabala- City of Tempe Senior Civil Engineer- chris_kabala@tempe.gov 480-204-5278
 - Greg Valdez- Water Movers Sales- gvaldez@watermovers.com 602-725-8528
 - Jim Duncan- SRP- jim.duncan@srpnet.com 602-499-6566

Upstream and Downstream Bladder Removal Work Plan

- **Purpose:** The purpose of this work plan is specific to the abandonment of the four (4) each 8" fill vent pipes, four (4) each 2" pressure sensing pipes, four (4) each 2" condensation drain lines and one (1) each 8" lake level lines.
- **Overview:** As a part of the upstream and downstream rubber bladder decommissioning, existing fill vent, pressure sensing and lake level pipes will need to be abandoned to meet Arizona Department of Water Resources and Flood Control District permit guidelines. The existing 2" condensation drain lines will capped only since they do not penetrate the levees.
- **Work Plan:** The following outlines the specific work required to abandon the lines from the control building to the bladders on the upstream and downstream dam:
 - Water is reallocated to the SRP canal. Remaining water, if any, is released through the downstream dam.
 - Bladder are removed in their entirety.
 - Please see attachment "F" and "G". Piping as shown is removed in this area to facilitate the grouting operation. A line pump will pump grout through the 8" supply and 2" return lines from this location.
 - Please refer to the attached Tempe Town Lake Downstream Dam Facilities drawings, sheet D-03. All lines will be capped as shown with a 304 stainless steel cover. On the 8" fill and 2" pressure sensing lines, the cover plates with NTP threaded ball valves will be added for air removal during the grouting process. This will also be used to confirm that grout has traveled to the end of the pipe. The 2" condensate drain line will be capped only.
 - The 8" lake level line will be capped at the north levee and a ball valve will be added to facilitate air removal during grouting.
 - Grout will be pumped from the control building to fill the above referenced lines. The ball valves will be open during the initial phase until it is confirmed that all of the air is released. The ball valves will be removed after the grout has made its initial set.





CITY OF TEMPE
REQUEST FOR COUNCIL ACTION

Council Meeting Date: 01/14/2016
Agenda Item: 6A2

ACTION: Award a construction manager at risk construction services contract to Hunter Contracting Co. and a professional services consultant contract to C. Williams Construction Engineering, Inc. for sewer replacement within the Maple Ash neighborhood and on 10th Street.

FISCAL IMPACT: The construction services contract amount is \$1,775,486.20, the professional services contract amount is \$62,400, and the project contingency amount is \$180,000. Funds to cover these contracts and related costs are appropriated for fiscal year 2015/16 in Capital Improvement Project No. 3299969, Collection System and Pump Station Replacement and Repair.

RECOMMENDATION: Award construction manager at risk construction services contract and professional services contract.

BACKGROUND INFORMATION:

Contract Type: Construction Manager at Risk Construction Services Contract.

Procurement Method:

Hunter Contracting Co. was selected by a review committee as the most qualified firm for these services using a process pursuant to Arizona Revised Statutes § 34-603. The qualifications based selection process includes evaluation of each firm's statement of qualifications in response to the City's request for qualifications (RFQ); holding selection panel interviews with at least three firms based on selection criteria and relative weight of selection criteria as outlined in the RFQ, including evaluation of the contractor's expertise, qualifications of key personnel and project experience; selecting the final list of contractors in order of preference; and negotiating the guaranteed maximum price (GMP). Staff has negotiated the GMP construction manager at risk construction services fee with Hunter Contracting Co. and considers it reasonable for the scope of services.

Contract Type: Professional services consultant contract.

Procurement Method – On-call Consultant Short List:

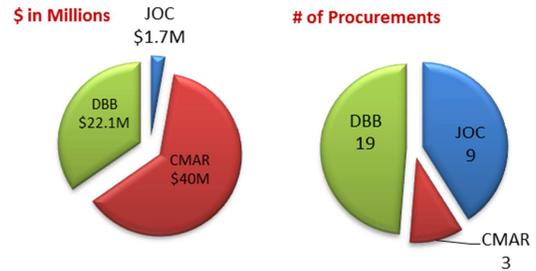
C. Williams Construction Engineering, Inc. was selected from the Engineering Division's On-call Consultant Short List based on the scope of work for this project, their familiarity with the project, and the specific expertise required for successful completion of this work. The Short List is established using a qualifications based selection process, pursuant to Arizona Revised Statutes (ARS) § 34-103. This selection process includes evaluation of the firms who apply for each discipline based on the following selection criteria and relative weights (ARS prohibits the use of pricing as a criterion for this qualifications based process):

- 30% Overall capability and qualifications of the firm;
- 30% Relevant municipal project experience of the firm;
- 25% Qualifications and experience of the firm's key local staff, and;
- 15% Overall evaluation of the firm and its familiarity of local regulations.

Once C. Williams Construction Engineering, Inc. was selected from the Short List, staff worked with them to finalize the scope of work and negotiate the design fee. The proposed labor rates submitted by C. Williams Construction Engineering, Inc. were reviewed by staff and are consistent with industry standards.

Staff is providing a snapshot of the City's current CIP construction activity by procurement method:

CMAR – Construction Manager at Risk
DBB – Design, Bid, Build (low-bid)
JOC – Job Order Contract



Project History:

This construction project is located in an aging yet vibrant section of Tempe where most of the original homes still stand, many of which were built in the 1920's to 1950's. The area is bound by Mill Avenue to Maple Avenue, University Drive to 10th Street, and 10th Street from Roosevelt Street to Farmer Avenue. This is a well-established community and there are many old underground utilities and unknown factors to contend with during construction, which will likely result in extensive neighborhood disruption. Maintaining operation of the existing fragile sewer systems while constructing and connecting the new systems requires a high degree of complexity and coordination by a well-qualified, highly skilled contractor. Project phasing and sequencing will be crucial in order to effectively create connections between the existing systems and new systems and successfully use sewer bypass pumping. This work will require extensive experience and expert knowledge on sewer bypass pumping and connection sequencing in order to avoid lengthy sewer disruptions and environmental hazards while providing odor mitigation during construction.

Scope of Work - Construction Manager at Risk Construction Services:

The scope of work is as follows:

- Installation of approximately 4,000 linear feet of new sewer pipe, 20 manholes, and 74 service connections.
- Pavement restoration will be accomplished with a slurry seal and will also include restriping of the roadways.
- Coordination with residents/property owners on sewer disruptions.
- Temporary sewer bypass pumping will be required and will consist of above ground bypass piping along the streets and alleys; and will require temporary underground piping to pass underneath driveways, intersections, and other points of access.
- Removal and replacement of a section of the delicate existing flood irrigation system within this community. This will also require coordination efforts for dry-ups of the flood irrigation system.
- Several crossings of the existing storm drain system including a significant impact where a section of sewer line crosses a 72" storm drain.
- Sewer line installation will be constructed within older, narrow streets and alleys and may impact existing neighborhood art features; some restoration of art features may be needed.

The project contingency has been established at \$180,000, approximately ten (10%) of the contract amount, to cover possible unforeseen conditions during construction.

Scope of Work – Professional Services Consultant Contract:

C. Williams Construction Engineering, Inc. will provide construction administration and inspection services including attendance at pre-construction meeting, review of contractor's schedule and work plan, coordination of project permitting, construction site visits and inspections, review of shop drawings and test results, response to contractor's requests for information, review of monthly construction pay requests, and facilitating the development of as-built record drawings.

ATTACHMENTS: Construction services contract (Exhibit A on file in Engineering office) and professional services contract with Exhibit A included.

STAFF CONTACT(S): Andy Goh, Deputy Public Works Director/City Engineer, (480) 350-8896

Department Director: Don Bessler, Public Works Director
Legal review by: Judi Baumann, City Attorney
Prepared by: Donna Rygiel, Engineering Contract Supervisor



**CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

CONTRACT DOCUMENTS

FOR

SEWER REPLACEMENT – MAPLE ASH NEIGHBORHOOD AND 10TH STREET

PROJECT NO. 3205471

**(for Contract General Conditions
and Special Provisions)**

**CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES**

APPROVED BY:

Andrew H.Y. Goh, P.E.
Deputy Public Works Director/City Engineer

**CITY COUNCIL MEMBERS
Mayor – Mark W. Mitchell**

Corey Woods
David Schapira
Joel Navarro

Kolby Granville
Lauren Kuby
Robin Arredondo-Savage

**CITY MANAGER
Andrew B. Ching**

2016

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BINDING AGREEMENTS1**

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**CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING**

**CONTRACT FOR CONSTRUCTION MANAGER AT RISK
CONSTRUCTION MANAGEMENT**

This Contract is made and entered into this 14th day of January, 2016, by and between the City of Tempe, an Arizona municipal corporation (“City” or “Owner”) and **Hunter Contracting Company**, an Arizona corporation (“Construction Manager at Risk”, “CM@Risk” or “Contractor”).

A. WHEREAS, City desires to construct Sewer Replacement – Maple Ash Neighborhood and 10th Street in Tempe, Arizona, Maricopa County, Arizona, more particularly described herein;

B. WHEREAS, City and CM@Risk have reached an agreement, memorialized in this Contract, whereby CM@Risk will perform construction services for said improvements for payment by the City as set forth herein;

C. WHEREAS, City engages CM@Risk to perform professional construction management services and construct the Project known and described as **Sewer Replacement – Maple Ash Neighborhood and 10th Street, Project No. 3205471** (“Project”).

NOW, THEREFORE, City and CM@Risk, in consideration of the mutual representations and covenants set forth herein, and for other good and valuable consideration, do mutually agree as follows:

1. TERMS AND DEFINITIONS

For purposes of this Contract, the following definitions apply:

- 1.1. **“Addendum”** means a document issued by City prior to City Council award of this Contract that modifies or supersedes portions of the Contract as to additional specifications, forms or other information.
- 1.2. **“Alternate Systems Evaluations”** means alternatives for design, means and methods or other scope considerations that are evaluated by City using value engineering principles for a potential reduction of construction costs of a quality and functional Project per City requirements.
- 1.3. **“Allowances”** means unforeseen expenses incurred by CM@Risk that are difficult to quantify at the outset of the Contract. Such Allowances shall be determined by City in City’s sole discretion, upon submission for approval of such Allowances by CM@Risk. This provision in no way obligates City to pay for or assume responsibility for unforeseen expenses incurred by CM@Risk.
- 1.4. **“Amendment”** means a written modification of the terms and conditions of this Contract signed by the parties of the Contract.

- 1.5. **“Business Day”** means any calendar day except Saturdays, Sundays and holidays observed by City.
- 1.6. **“Calendar Day”** means every day shown on the calendar including Saturdays, Sundays and holidays.
- 1.7. **“Change Order”** means a written agreement entered into after the award of CM@Risk that alters or amends the Contract.
- 1.8. **“Construction Fee”** means CM@Risk’s total administrative costs, including home office overhead if any, and profit, whether at CM@Risk’s principal or branch offices.
- 1.9. **“Construction Manager Professional”** means the person, firm or corporation having a Contract with the City to provide construction management services for this Project.
- 1.10. **“CM@Risk” (“Construction Manager at Risk” or “Contractor”)** means the person, firm, corporation or other approved legal entity with whom City has contracted with to provide design services or construction services.
- 1.11. **“Contingency”** means a fund to cover non-general conditions cost growth during the Project used by CM@Risk with City approval, for charges in material costs or availability, resource availability, production capacity or unforeseen Project circumstances. The amount of CM@Risk’s Contingency will be negotiated as a separate line item in each GMP Proposal.
- 1.12. **“City’s Contingency”** means a fund to cover cost growth during the Project used at the sole discretion of City for costs resulting from City directed changes to the Work to be performed under the Contract or unforeseen site conditions. The amount of City’s contingency will be set solely by City.
- 1.13. **“Contract”** means this written document, including all addenda, exhibits, attachments and schedules attached thereto, signed by City and CM@Risk covering the construction phase of the Project. The Contract collectively represents the entire agreement between City and CM@Risk, and which supersedes any prior negotiations, representations or agreements, either written or oral.
- 1.14. **“Contract Time(s)”** means the number of days or dates related to the construction phase, as stated in construction documents that apply to achievement of substantial completion and/or full completion of the Work.
- 1.15. **“Cost of the Work”** means the direct costs necessarily incurred by CM@Risk in the proper performance of the Work. Cost of the Work may include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed Work, costs of other materials and equipment, temporary facilities, building permit fees, materials testing, and related items. Cost of the Work shall

not include CM@Risk's Construction Fee, general conditions fee, taxes, bonds, or insurance costs.

- 1.16. **"Cost Model"** means a breakdown of the scope of the Project that is initially developed by CM@Risk during the conceptual design phase and based on information from the Project Team and CM@Risk's records of similar Projects. The model will evolve as the design progresses and be maintained by CM@Risk throughout the design phase and will include any assumptions and clarifications made by CM@Risk. Cost Model will support any cost estimates, Alternate Systems Evaluations and eventually any GMP, when required by the Project Team. Cost Model is subject to approval by City in its sole discretion.
- 1.17. **"Data"** means all information, whether written, electronic or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by CM@Risk in the performance of this Contract.
- 1.18. **"Day(s)"** means Calendar Day(s) unless otherwise expressly stated herein.
- 1.19. **"Deliverables"** means the Work products prepared by CM@Risk in performing the scope of Work described in the Contract. Some of the major Deliverables to be prepared and provided by CM@Risk during the design phase include but are not limited to: construction management plan, Cost Model, Project schedule of values, Alternative System Evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP, Subcontractor procurement plan, Subcontractor Contracts, Subcontractor bid packages, Supplier Contracts, and others as indicated in this Contract or required by the Project Team.
- 1.20. **"Design Professional"** means the person, firm or corporation having a Contract with City to furnish design services for this Project.
- 1.21. **"Drawings"** means documents which visually represent the scope, extent and character of the Work and which have been prepared or approved by Design Professional and City. Drawings include such documents that have reached a sufficient stage of completion and are released by the Engineer solely for the purposes of review and/or use in performing constructability or biddability reviews and in preparing cost estimates. (E.g., conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100%, but excluding Shop Drawings and those marked "NOT FOR CONSTRUCTION").
- 1.22. **"Effective Date of this Contract"** means the date specified in this Contract on which the Contract becomes effective, but if no such date is specified, the date on which the last of the parties signs this Contract.
- 1.23. **"Engineer"** means City Engineer acting directly or through its duly authorized representative.

- 1.24. **“Final Acceptance”** means a written final acceptance of the Work prepared by the Engineer, after all Work has been completed in accordance with the Contract and after inspection is completed by City.
- 1.25. **“General Conditions Costs”** means other than expressly limited or excluded herein, the costs of CM@Risk during the construction phase, including but not limited to: payroll costs for the Project manager or construction manager (but not both) for Work conducted at the Site; payroll costs for the superintendent and full-time general foremen; payroll costs for management personnel resident and working on the Site; workers not included as direct labor costs engaged in support functions (*e.g.*, loading/unloading, clean-up); costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the Site; costs of consultants not in the direct employ of CM@Risk or Subcontractors; and fees for permits and licenses.
- 1.26. **“Guaranteed Maximum Price (GMP)”** means the offer of a proposal detailing the qualifications, assumptions, exclusions, value engineering and any and all other requirements set forth in the scope of Work for the construction phase.
- 1.27. **“Laws and Regulations; Laws or Regulations”** means any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all federal, state, and local governmental bodies, agencies, authorities and courts having jurisdiction over the subject Project, site and/or any Work for this Contract.
- 1.28. **“MAG Specifications”** means the Maricopa Association of Governments Uniform Standard Specifications, Maricopa Association of Governments Standard Details for Public Works Construction, latest edition, and City of Tempe Supplement thereto. The definitions set forth in MAG Specifications shall govern unless expressly defined herein.
- 1.29. **“Notice to Proceed”** means written notification from City to CM@Risk establishing the date on which performance of CM@Risk’s obligations under this Contract shall begin.
- 1.30. **“Progress Payment”** means the form accepted by City and used by CM@Risk in requesting progress payments or final payment for Work performed under this Contract, which includes supporting documentation as required by the Contract or City.
- 1.31. **“Project”** means the total design and construction of improvements or services and/or Work to be performed by CM@Risk.
- 1.32. **“Project Manager”** means Engineer or Construction Manager Professional.
- 1.33. **“Project Team”** means a construction services unit consisting of a Design Professional, CM@Risk, Engineer, Construction Manager Professional and other persons who are responsible for making decisions regarding the Project, as

approved by Engineer. Any other persons to be included in the Project Team shall be identified in the preconstruction conference, and are subject to approval by Engineer.

- 1.34. **“Samples”** means physical examples of materials, equipment or workmanship representative of a part of the construction phase establishing the standards by which that portion of the construction phase Work will be evaluated.
- 1.35. **“Shop Drawings”** means all Drawings, diagrams, illustrations, schedules and other Data or information specifically prepared or assembled by or for CM@Risk and submitted by CM@Risk to illustrate some portion of the Work.
- 1.36. **“Specifications”** means the technical specifications for the construction phase of this Project consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and administrative details applicable thereto.
- 1.37. **“Subcontractor”** means an individual, firm, entity or corporation other than CM@Risk’s employees, having a contract with CM@Risk to undertake to perform a part or portion of the design phase services or construction phase Work at the site for which CM@Risk is responsible. Subcontractors shall be selected through the Subcontractor bid process described in Section 12 of this Contract.
- 1.38. **“Substantial Completion”** means when the Work, or when a portion of the Work, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes. Substantial Completion shall be determined by City in its sole discretion.
- 1.39. **“Supplier”** means a manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contact with CM@Risk or with any Subcontractor to furnish materials or equipment.
- 1.40. **“Total Float”** means number of Calendar Days by which the design phase services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent schedule milestone in the Project schedule, as determined by City.
- 1.41. **“Work”** means any or all of the improvements as required by the Contract, and the construction, demolition, reconstruction and/or repair of all or any portion of such improvements, and all labor, services, incidental expenses, and material necessary or incidental thereto.

2. SERVICES OF CM@RISK

- 2.1. CM@Risk shall perform in accordance with the degree of care, skill and judgment that a professional construction manager in Arizona would exercise under similar conditions. CM@Risk will, at all times, perform the required services consistent with sound and generally accepted construction, construction management and design services practices.

- 2.2. CM@Risk has assigned **Erik Paulson** as its representative for this Contract. Prior written approval by the City is required in the event CM@Risk requests a personnel substitution. CM@Risk shall submit the qualifications of any proposed substituted personnel to City for approval.
- 2.3. CM@Risk shall provide construction administration services for this Project as described in Exhibit "A". Where applicable, the services being provided under this Contract include the following:
 - 2.3.1. CM@Risk shall furnish any and all plant, materials, labor, construction equipment, services and transportation (all applicable taxes included) required for performing all Work for the installation of the Project.
 - 2.3.2. The full street or physical address of the construction Work location is various locations bound by Mill Avenue to Maple Avenue, University Drive to 10th Street and 10th Street from Roosevelt Street to Farmer Avenue in Tempe, Arizona. CM@Risk Contractor shall list each Work location in any and all contracts with each Subcontractor at any level and each Subcontractor shall include each Work location in any and all contracts with its Subcontractors at any level.

3. **TERM**

CM@Risk shall complete all services per the terms of the Contract, free and clear from any and all claims, liens and changes whatsoever, within **one hundred twenty five (125)** calendar days of the Notice to Proceed date issued by the City. In the event delays are experienced beyond the control of CM@Risk, the schedule may be revised as determined by City in its sole discretion.

4. **CM@RISK'S COMPENSATION**

- 4.1. Total compensation for the services performed shall be the sum of **\$1,775,486.20**, which is the Guaranteed Maximum Price (GMP), as established in the attached Exhibit "A" attached hereto and incorporated herein by this reference.
- 4.2. City will pay CM@Risk installments based on approval of monthly progress reports and detailed invoices submitted by CM@Risk. Such payments will be made pursuant to A.R.S. § 34-607.

5. **CITY'S RESPONSIBILITIES**

- 5.1. City may designate a Construction Manager Professional for the term of this Contract. When designated, the Construction Manager Professional has authority to administer this Contract and will monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by City on any aspect of the Work will be directed to the Construction Manager Professional.
- 5.2. City will review Deliverables by CM@Risk, provide prompt responses to

questions and render decisions to minimize delay in the progress of CM@Risk Work. City will keep CM@Risk advised concerning the progress of the City's review of the Work. CM@Risk agrees that City's inspection, review, acceptance and/or approval of CM@Risk's Work shall not relieve CM@Risk's responsibility for errors or omissions of CM@Risk or any of its Subcontractors.

5.3. Unless included in CM@Risk's services as identified herein, City may furnish with or without charge the following to the extent it is within City's possession or control:

5.3.1. One copy of its maps, records, laboratory tests, survey ties and benchmarks, or other Data in its possession pertinent to the services. However, CM@Risk shall be solely responsible for researching the records, requesting specific Drawings or information, and independently verifying all Data.

5.3.2. Available City Data on policies, regulations, standards, criteria and studies relevant to the Project.

5.4. City additionally may:

5.4.1. Contract separately with one or more Design Professionals to provide architectural and/or engineering design services for the Project. The scope of the services for the Design Professional will be provided to CM@Risk. CM@Risk shall have no right to limit or restrict any changes of such services that are otherwise mutually acceptable to City.

5.4.2. Supply all necessary copies of programs and reports reasonably required by CM@Risk.

5.4.3. Provide CM@Risk with adequate information regarding the City's requirements for the Project.

5.4.4. Give prompt written notice to CM@Risk in the event City becomes aware of any default or defect in the Project or nonconformance with the Drawings and/or Specifications.

5.4.5. Notify CM@Risk of changes concerning or affecting budget allocations.

5.4.6. Authorize the Project Manager to approve the Project budget and Project schedule, render decisions and furnish information to CM@Risk.

6. GENERAL SCOPE OF SERVICES

6.1. CM@Risk Requirements and Conditions.

6.1.1. Licenses and Permits. All Subcontractors must carry the appropriate State of Arizona Contractor's license for the proposed Work at the time of bid. If the Subcontractor does not have the appropriate license, the City

reserves the right to reject its bid and to have the award made to the lowest bidder who has the appropriate license. Prior to execution of this Contract, CM@Risk must possess a valid City of Tempe transaction privilege license and shall provide the permit number of such for validation and must carry the appropriate State of Arizona Contractor License.

6.2. Uniform Standard Specifications

6.2.1. Unless otherwise specified herein, all Work performed under this Contract shall be accomplished in accordance with the MAG Specifications as defined in Section 1.27.

6.2.2. In the case of a discrepancy or conflict, the order in which the Contract sections govern is as follows from the highest to lowest: special terms and conditions, technical specifications, plans, general terms and conditions, City of Tempe Supplement, MAG Specifications, and MAG Details.

6.2.3. All bids shall be made in accordance with the General Conditions of the MAG Specifications.

6.3. Examination of Premises.

6.3.1. CM@Risk shall visit the site of the Project and shall fully acquaint itself with the conditions as they exist, so that it may fully understand the facility, difficulties and restrictions attending the execution of the Work.

6.3.2. Subcontractor bidders shall also thoroughly examine and be familiar with the Specifications and other Contract requirements. The failure of CM@Risk to obtain, receive or examine any addenda to the proposed Contract, or to visit the site and acquaint itself with the conditions there existing, shall not relieve it from any obligation with respect to its proposal.

6.3.3. By submitting a proposal, CM@Risk agrees that it has examined the site, Specifications and the Contract and accepts, without recourse, all site conditions and the proposed Contract, except for conditions that could not have been reasonably foreseen or discovered upon examination of the site, specifications and the Contract.

6.4. Project Meetings. CM@Risk shall attend Project Team meetings and all other meetings as directed by City.

6.5. CM@Risk shall perform any and all services described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. CM@Risk will promptly notify City in writing in the event that CM@Risk determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work.

- 6.6. Description of Work. CM@Risk shall provide services for this Project as described in Section 7 through Section 13 herein.
- 6.7. Traffic Control.
- 6.7.1. All traffic shall be regulated in accordance with MAG Standard Specifications and MAG Standard Details; the City of Phoenix Barricade Manual, latest edition, with City of Tempe revisions, available through the City of Tempe Transportation Division (Transportation) at 480-350-8219; the Manual on Uniform Traffic Control Devices (MUTCD); and any special provisions included herein.
- 6.7.2. At the time of the pre-construction conference, CM@Risk shall designate an American Traffic Safety Services Association (ATSSA) certified individual 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 to insure 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. At the same time, City shall designate a representative who will be responsible to see that all traffic control and traffic control alterations are implemented per these traffic control specifications.
- 6.7.3. CM@Risk shall have the full responsibility and liability for traffic control for this Project. CM@Risk shall submit a Traffic Control Plan to the Transportation Division for approval one week prior to beginning Work under this Contract. It shall be noted that traffic under this Contract shall include all motor vehicles, bicyclists, and pedestrians.
- 6.7.4. During construction it may be necessary to alter traffic control as approved by the Transportation Division. Alterations to traffic control shall be in accordance with the latest edition of Part VI of the Manual on Uniform Traffic Control Devices: "Traffic Control for Streets and Highway Construction and Maintenance Operations"; the latest edition of the ADOT Traffic Control Manual; or the City of Phoenix Barricade Manual, latest edition, with City of Tempe revisions. The most restrictive manual shall apply.
- 6.7.5. No measurement or payment will be made for traffic control unless otherwise expressly set forth herein. The cost thereof shall be included in the GMP Proposal for the construction or installation of the items to which such traffic control is incidental or appurtenant.
- 6.7.6. In the event CM@Risk damages any traffic signal equipment, traffic signal conduit, and/or circuits, it shall have them repaired immediately at its expense by an electrical contractor that has had traffic signal experience which is pre-approved by the City. Any damage repaired by the City will be billed to CM@Risk at twice the City's cost.

- 6.7.7. CM@Risk shall notify all adjacent or affected residents or businesses at least forty-eight (48) hours in advance of any street, alley, sidewalk, and driveway closures and make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area.
- 6.7.8. Pedestrian access shall be maintained along the length of the Project at all times per the requirements of the Americans with Disabilities Act, and as approved by the City Transportation Division.
- 6.7.9. Speed limits shall be strictly enforced.
- 6.7.10. For more information, please contact the City Transportation Division at 480-350-8219.
- 6.8. Dust Prevention. Contractor shall take all necessary steps to ensure dust-free conditions on property within the City to the satisfaction of the City Engineer, and fully comply with A.R.S. §49-474.06 and Maricopa County Air Pollution Control Rules and Regulations Rule 200 §305-306, concerning dust-generating operations as defined by Maricopa County Rule 310. In any operation where more than one-tenth of an acre of surface area is disturbed and/or when unpaved onsite haul roads are used, Contractor shall obtain a Maricopa County dust control permit. Contractor shall provide assurance that subcontractors used on the dust generating portion of the Project are registered with the Maricopa County Air Quality Department and that only certified PM-10 efficient street sweepers shall be used to sweep City streets as required by Tempe City Code Sec. 26A-25. Contractor shall provide its subcontractor(s)' registration number and dust control plan, if applicable, to the City Engineer prior to engaging in any dust-generating activities. Project related hauling activities to and/or from storage located on property owned by City shall be listed on the approved dust control permit and be subject to control measures in the approved dust control plan. When hauling fill or excavation materials exceeding five thousand (5,000) cubic yards or when the duration of the haul is more than ten (10) working days, Contractor shall obtain a City haul permit before the hauling operation begins. Prior to receiving a haul permit, Contractor must submit the required certificate of insurance, a plan showing the proposed haul routes and a complete schedule of the hauling operation to the City Engineer.
- All costs associated with the submittal, approval and implementation of the permit and dust control plan as approved by Maricopa County Air Quality Department shall be borne solely by the Contractor. Failure to fully comply with this provision shall be considered a material breach of the Contract, and subject the Contract to termination by the City, in addition to other legal remedies.
- 6.9. Clean-Up. CM@Risk shall, upon completion of the Work, remove all temporary construction facilities, debris, and unused materials provided for in the Work, and put the site of the Work and public right-of-way in a neat and clean condition. No special payment will be made for this item.
- 6.10. Alteration of Work.

6.10.1. In the event that significant changes in the scope of the Work, and/or changes in the quantities due to contingencies of construction become necessary, such changes shall be made in accordance with Section 104.2 of General Conditions in the MAG Specifications.

6.10.2. The costs associated with any extra Work as authorized by the contracting agency must be approved prior to the start of Work. Extra Work performed on an actual cost basis shall be submitted for approval within twenty-one (21) days after the completion of such Work. The final costs for additional Work shall also include any and all charges associated with extended general conditions or Contract acceleration.

6.11. Subsidiary Work. All Work called for in the Plans and Specifications shall be performed by CM@Risk and unless a specific bid item is provided for the Work, then such portion of the Work will be considered subsidiary to other Work for which payment is provided.

7. CONTROL OF WORK

7.1. Interpretations of Drawing and Documents. If any Subcontractor submitting a bid for the proposed Work or any part thereof is in doubt as to the true meaning of part of the Contract, or finds discrepancies in or omissions from the Contract, such Subcontractor may submit to the Engineer a written request for an interpretation or correction thereof. Subcontractor submitting the request will be responsible for its prompt delivery. Any interpretations or corrections of the proposed documents will be made by Addendum duly issued, and a copy of each addendum will be mailed or delivered to CM@Risk who shall distribute the addendum to the appropriate Subcontractor(s). City will not be responsible for any other explanation or interpretations of the documents.

7.2. CM@Risk's Representative. CM@Risk shall at all times be present at the Work in person or represented by a foreman or other properly designated agent. Instructions and information given to CM@Risk's foreman or agent on the Work shall be considered as having been given to CM@Risk.

7.3. Relocation of Utilities. All utilities in conflict with the new Work will be relocated by the utility company except as otherwise provided in the Plans and Specifications.

7.4. Supervision by CM@Risk. CM@Risk will supervise and direct the Work. It will be solely responsible for the means, methods, techniques, sequences and procedures of construction. CM@Risk will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by CM@Risk as CM@Risk's representative at the site. The supervisor shall have full authority to act on behalf of CM@Risk and all communications given to the supervisor shall be as binding as if given to CM@Risk. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

- 7.5. Construction Staking. Construction staking shall be provided by CM@Risk. Repair or replacement of construction stakes that have been knocked out due to CM@Risk's Work or lack of Work, weather conditions, traffic or vandalism will be performed at CM@Risk's sole expense.
- 7.6. Survey Control Points. Existing survey monuments shall be protected by CM@Risk or removed and replaced under the direct supervision of the Engineer. Prior to construction, it is the responsibility of CM@Risk to notify the Engineer of any survey monuments which need to be referenced off of the monument. Any monuments which are lost and have not been referenced off due to CM@Risk's negligence and/or lack of notification to the Engineer shall be replaced at CM@Risk's expense. Lot corners shall not be disturbed without knowledge and consent of the property owner and only after such corner has been properly referenced for replacement.
- 7.7. Authority of the Construction Manager Professional. Construction Manager Professional shall act as the Engineer's designated representative during the construction period. Construction Manager Professional shall advise on questions concerning coordination with the City, public safety, and quality and acceptability of materials and Work performed. Construction Manager Professional or Construction Manager Professional's assigned inspector shall interpret the intent of the Contract in an unbiased manner.

Construction Manager Professional or Construction Manager Professional's assigned inspector shall be present on the site at times during construction to monitor the Work and to maintain records for Contract management. Construction Manager Professional shall promptly make decisions relative to the interpretation of the Contract so as to minimize delays in construction. Construction Manager Professional will not be responsible for directing construction, control, techniques, sequence, or procedures, or for directing job safety.

- 7.8. Shop Drawings, Schedules & Samples.
- 7.8.1. In time for each to serve its proper purpose and function, CM@Risk shall submit to Engineer such schedules, reports, drawings, lists, literature samples, instruction, directions, and guarantees as are specified or reasonably required for construction, operation, and maintenance of the facilities to be built and/or furnished under this Contract.
- 7.8.2. Shop drawings and Data shall be submitted to the Engineer in such number of copies as will allow Engineer to retain four (4) copies of each submittal. The submittal shall clearly indicate the specific area of the Contract for which the submittal is made. The additional copies received will be returned to CM@Risk's representative at the job site. Engineer's notations of the action taken will be noted on one (1) of these returned copies.
- 7.8.3. The above drawings, lists, prints, samples, and other Data shall become a part of the Contract and a copy of the same shall be kept with the jobsite

Contract, and the fabrications furnished shall be in conformance with the same. However, Engineer's review of the above drawings, lists, prints, specifications, samples, or other Data shall not release CM@Risk from its responsibility for the proper fulfillment of the requirements of this Contract nor for fulfilling the purpose of the installation nor from its liability to replace the same, should it prove defective or fail to meet the specified requirements.

- 7.9. As-Built Plans. CM@Risk shall provide and maintain accurate field Data on a redlined set of Project plans, which are to be kept current and submitted as complete at the conclusion of the construction. All redlined plans shall be subject to acceptance and approval by City. Upon City's approval, these redlined plans will be used as documentation for progress payments, and upon Project completion, for the preparation of as-built file plans by Design Professional. CM@Risk shall have a Design Professional certify the as-built plans prior to submission to City. Final payment will not be issued to CM@Risk until all record plans and as-builts are submitted by CM@Risk and certified to be complete and accurate by Design Professional of record.
- 7.10. Underground Utilities. Underground utilities indicated on the plans are in accordance with maps furnished by City and by each utility company. The locations are only approximate and require verification prior to construction as mandated by City requirements for underground street crossings and potholing.
- 7.11. Inspection. CM@Risk is responsible for complying with the Specifications and is hereby forewarned that final approval of any Work will not be given until the entire Project is completed and accepted. Prior to "final inspection" on any City facilities requiring a building permit, CM@Risk must call for final inspections from the Development Services and Public Works Departments of City. The final inspection must be completed prior to final acceptance and payment by Engineer.
- 7.12. Substantial Completion. Upon Substantial Completion of the Work or, if applicable, any portion of the Work, City shall release to CM@Risk all retained amounts relating, as applicable, to the Work or completed portion of the Work, less an amount up to two and one half times (2.5) the reasonable value of all remaining or incomplete items of Work as noted in a certificate of Substantial Completion.
- 7.13. Beneficial Occupancy. "Beneficial occupancy" is use of a facility or Project, in whole or in part, by the owner for its intended purpose. This may occur even though some Work of the Contract remains undone. Prior to such use or occupancy, City will provide notice to the CM@Risk and complete a partial acceptance inspection.
- 7.14. Completion of the Work. Completion of the Work is full completion of all construction associated with this Contract, including, but not limited to punch list items, close out documentation, operation and maintenance manuals, warranties, and record plans as certified by Design Professional.

- 7.15. Final Acceptance and Guarantee. “Final Acceptance” shall mean a written final acceptance of the Work as defined in Section 1.23.
- 7.16. Warranty. CM@Risk acknowledges and agrees that CM@Risk’s Warranty as set forth in Section 13 shall begin at the time of beneficial occupancy by City of any portion of the Project, and shall continue for a period of one (1) year upon the Final Acceptance of the entire Work as expressly stated in Section 13 of the Contract. This provision shall in no way be construed to limit or restrict the Warranty period expressly stated in the Contract.
- 7.17. Emergencies. In any emergency affecting the safety of persons and/or property, CM@Risk shall act, at its discretion, to prevent threatened damage, injury or loss. MAG Specification 107.5 applies to this provision.

8. CONTROL OF MATERIALS

- 8.1. Excess Materials. Excess or unsuitable material, broken asphaltic concrete and broken portland concrete shall be disposed of by CM@Risk. CM@Risk shall, prior to commencement of the Work, submit a letter to the Engineer stating the location of disposal site(s) for all excess material and certifying that it has obtained the property owner’s permission for the disposal of all surplus material.
- 8.2. Quality Control.
- 8.2.1. All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted. All Work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from this Contract; and it shall be the duty of CM@Risk to call the Engineer’s attention to apparent errors or omissions and request instruction before proceeding with the Work.
- 8.2.2. Engineer may, through appropriate instruction, correct errors and supply omissions, which instructions shall be as binding upon CM@Risk as though contained in the original Contract.
- 8.2.3. At the option of Engineer, materials to be supplied under this Contract will be tested and/or inspected either at its place of origin or at the site of the Work. CM@Risk shall give Engineer written notification well in advance of actual readiness of materials to be tested and/or inspected at point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the material nor shall it preclude retesting or reinspection at the site of the Work.

9. ENVIRONMENTAL REQUIREMENTS

- 9.1. CM@Risk shall comply with all federal, state, and municipal regulations, laws, and policies relating to air, ground water quality, and water conservation. In addition, the following requirements are applicable for City construction projects.

- 9.1.1. Non-pick up sweepers will not be allowed except as required to make joints during chip sealing operations.
- 9.1.2. Water flooding of trenches with potable water will not be permitted.
- 9.1.3. All paints applied by sprayers shall be of a water-based type.
- 9.1.4. Provisions shall be made to prevent the discharge of construction silt, mud, and debris into City storm drains or streets.
- 9.1.5. Spills of oil, gas, chemical, or any other hazardous materials must be reported and removed by approved procedures. Mitigation measures shall be taken to prevent contamination of construction storage sites.
- 9.1.6. Concrete waste must be disposed of in an approved location and at least twenty-five (25) feet from established landscaping.
- 9.1.7. City refuse roll-off containers shall be used on City projects. Please contact the Sanitation Supervisor, at 480-350-8268 with any questions.
- 9.1.8. Hazardous wastes shall not be discharged into the City's sanitary sewers or storm drainage system. All waste products shall be disposed of in accordance with applicable regulations.
- 9.1.9. The discovery of archeological ruins or artifacts must be reported immediately, and excavation shall not resume in the identified area until approved by the Engineer.
- 9.1.10. All materials supplied by CM@Risk shall be one hundred percent (100%) asbestos free unless otherwise approved by the City.
- 9.2. No additional payment will be made for compliance with the above items.
- 9.3. In addition to the above, the use of new products made with reclaimed material and meeting Project Specifications is encouraged.

10. SAFETY REQUIREMENTS

CM@Risk shall comply with all applicable federal, state and local health and safety laws, regulations, ordinances, and requirements. In addition, the following requirements are applicable for City construction projects.

10.1. Pre-Contract Requirements.

- 10.1.1. CM@Risk shall submit current loss history information from all its insurance carriers before this Contract is executed. The information specific to workers' compensation insurance carriers must include a three (3) year history of both its Experience Modification Factor (EMOD) and its loss ratio.

- 10.1.2. CM@Risk shall provide upon request a copy of its written health and safety program and any required employee training records or certificates.
- 10.1.3. CM@Risk shall provide certificates of insurance and meet indemnification criteria.
- 10.2. Contract Requirements. CM@Risk will be required to attend a City safety briefing. The safety briefing session shall address the following issues:
- 10.2.1. City Safety Rules and Expectations.
- 10.2.2. Contractor Tailgates. CM@Risk shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.
- 10.2.3. Accident/Injury/Illness Procedures. Engineer and the Risk Management Division shall be contacted any time an accident, injury or illness occurs on the Project.
- 10.2.4. Unsafe Acts. CM@Risk employees shall be empowered to stop an unsafe act or condition at City facilities.
- 10.2.5. Safety Audits. City reserves the right to conduct safety audits at the job site at any time. In addition, City shall be notified should an OSHA inspection occur at a City job site.
- 10.2.6. Job and Site Specific Requirements. Site specific requirements such as lockout/tagout rules and evacuation plans shall be covered during the safety briefing as indicated by the Project exposures.
- 10.2.7. CM@Risk may have the following additional safety requirements based on the exposures of the Project:
- a. CM@Risk shall implement a permit-required confined space program as required under federal and state statutes and/or regulations, and amendments thereto, for all Work that encompasses a space that (1) is large enough and so configured that an employee can bodily enter and perform assigned Work; (2) has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and (3) is not designed for continuous employee occupancy.
 - b. As a part of CM@Risk implementing a confined space program, it is the responsibility of CM@Risk to provide trained attendant(s) and all intrinsically safe confined space entry related equipment (for example, ladders, gas detectors, safety harnesses, safety tripods, and electrical devices) as needed for safe entry of a confined space.

- c. When any City employee is required to enter a confined space during the construction phase of a Project, such as for the purpose of inspection, it is the responsibility of CM@Risk to provide a trained attendant and all necessary equipment required for safe entry of City employee.
- d. Safety will be a part of the agenda for the weekly construction meetings. Items of discussion will be outstanding safety and health issues, current safety meeting topics, environmental issues and any accidents or injuries on the job. City reserves the right to request the agendas, minutes of the meetings, and documentation of any safety tailgate meetings held on the job site.

10.3. Temporary Barricades.

10.3.1. Temporary barricades shall be regulated in accordance with the City of Phoenix Traffic Control and Barricade Manual, latest edition, with City of Tempe revisions available through the City of Tempe Transportation Division at 480-350-8219.

10.3.2. No additional payment will be made for temporary barricades. Temporary barricades will be considered subsidiary items to those items for which payment is made.

10.4. Protection of Finished or Partially Finished Work.

10.4.1. CM@Risk shall properly guard and protect all finished or partially finished Work, and shall be responsible for the same until that phase is completed and accepted by the Engineer.

10.4.2. Estimate or partial payment of Work so completed shall not release CM@Risk from such responsibility but he shall turn over the entire Work in full accordance with these Specifications before final payment can be made.

10.5. Blue Stake. CM@Risk is required to notify Blue Stake at 602-263-1100 prior to the excavation of any material in accordance with A.R.S. §§ 40-360.22-24, as amended from time to time. CM@Risk shall directly contact City for the marking of electrical underground apparatus for traffic signals, sprinkler and irrigation facilities.

10.6. Salt River Project Construction Clearance Agreement. Salt River Project requires all contractors who will be working on its facilities to sign a standard form "Construction Clearance Agreement" prior to issuance of a license. This agreement sets forth the requirements to complete the proposed Work in an allotted time frame or to pay full costs for others to complete. It also obligates the contractor to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including, but not limited to, the OSHA Permit Required Confined Space rules, as amended. CM@Risk is responsible for

executing a "Construction Clearance Agreement" with Salt River Project, if required, and furnishing a copy to City prior to proceeding with any construction on Salt River Project facilities.

- 10.7. Notification of Property Owners. All property owners that may be affected by the proposed construction activities shall be notified of scope and duration of the construction activities by CM@Risk prior to start of construction. CM@Risk shall submit all notifications to City Engineer for approval prior to distributing such notifications to property owners.
- 10.8. Access. Access shall be maintained to adjacent businesses at all times during construction. Where property has more than one point of access, no more than one access shall be restricted or closed at any one time. If only one driveway exists, then access shall be maintained to at least one-half of the driveway at a time. Access to adjacent private driveways shall be maintained during all non-working hours.
- 10.9. Protection of Existing Facilities. CM@Risk is to protect all existing facilities during construction. Utility poles that may be affected by the construction activities shall be protected and/or braced by CM@Risk. CM@Risk shall notify the appropriate utility company or agency of any construction that may affect its facilities and state the course of action which will be taken to protect same.
- 10.10. Storm Water Pollution Prevention Plan and AZPDES Permit.
 - 10.10.1. This Project is subject to Arizona Pollutant Discharge Elimination System (AZPDES) General Permit requirements for discharge from construction activities to waters of the United States. Under provisions of that permit, CM@Risk shall be designated as permittee, and shall be responsible for providing necessary material and taking appropriate measures to assure that all discharges authorized by the General Permit shall be consistent with the terms and conditions of the General Permit. The AZPDES Construction General Permit requirements for construction and Storm Water Pollution Prevention Plan can be viewed at the City of Tempe Engineering Division or downloaded from www.adeq.state.az.us/enviro/water/permits/links.html.
 - 10.10.2. CM@Risk shall complete and submit the following:
 - a. Notice of Intent (NOI) for Coverage under AZPDES Permit No. AZG2003-001 for Construction Activity Discharges to Waters of the United States, including certification of the signature.
 - b. Storm Water Pollution Prevention Plan (SWPPP) for the Project.
 - c. Notice of Termination (NOT) of coverage under the AZPDES Construction General Permit.

- 10.10.3. All Subcontractors shall comply with all requirements of the AZPDES Construction General Permit and the Project SWPPP. The SWPPP shall be kept on the Project site at all times, and shall be retained by the permittee for three (3) years following Project completion.
- 10.10.4. CM@Risk shall submit completed and signed NOI forms **PRIOR TO THE PROJECT PRECONSTRUCTION CONFERENCE** to the following address: Stormwater Program – Water Permits Section/NOI, Arizona Department of Environmental Quality, 1110 West Washington, Phoenix 5415B-3, Arizona 85007. Copies shall be transmitted to the Engineer at the time of the preconstruction meeting. CM@Risk shall prepare a final SWPPP and submit it at the preconstruction meeting for discussion and approval.
- 10.10.5. Failure by CM@Risk (or any of its appropriate Subcontractors) to submit the NOI forms within this time frame (or to promptly make revisions to those forms as requested by the City) which prevents submittal of the forms to the Arizona Department of Environmental Quality within the mandated deadline of forty-eight (48) hours prior to start of construction will result in delay of the start of construction. CM@Risk will not be entitled to any claim for additional compensation for additional costs resulting from such a delay in the construction start date. The NOI shall be posted on the construction site along with the SWPPP.
- 10.10.6. It is CM@Risk's responsibility to perform inspections of all storm water pollution prevention control devices on the Project on a monthly basis, and following each significant rainfall (0.50 inches or more). CM@Risk is responsible for maintaining those devices in proper working order, including cleaning and/ or repair.
- 10.10.7. All SWPPP reports required under this Contract shall be available to the public in accordance with the requirements of the AZPDES Construction General Permit No. AZG2003-001. CM@Risk, as the permittee of construction activities with storm water discharges covered by the AZPDES Construction General Permit, shall make plans available to the public upon request through the Arizona Department of Environmental Quality.
- 10.10.8. No condition of the AZPDES Construction General Permit as well as the SWPPP shall release CM@Risk from any responsibilities or requirements under other environmental statutes or regulations.
- 10.10.9. Upon total Project completion, acceptance, and de-mobilization, CM@Risk shall submit its completed, signed Notice of Termination (NOT) form to Stormwater Program – Water Permits Section/NOT, Arizona Department of Environmental Quality, 1110 West Washington 5415B-3, Phoenix, Arizona 85007 with a copy to the City's construction Project manager thereby terminating all AZPDES Construction General

Permit coverage for the Project.

10.10.10. The unit prices for the proposal items shall include all material, labor, and other incidental costs relating to the preparation and submittal of all AZPDES Construction General Permit related forms to Arizona Department of Environmental Quality; preparation, revision and maintenance of the SWPPP; and provision, installation, operation, and maintenance of all pollution control devices. The cost of the activities and items within this provision as provided by CM@Risk is considered incidental to other items and no extra payment will be made for these incidental costs. Such incidental costs shall include CM@Risk costs in order to assure proper operation of the pollution control devices installed, including all maintenance, cleaning, and disposal costs associated with clean-up and repair following storm events or other runoff or releases on the Project.

11. COMMENCEMENT, PROSECUTION AND PROGRESS

11.1. Start of Work. Work shall start as soon as practical, and in no case later than seven (7) calendar days after the Notice to Proceed is issued by City.

11.2. Contract Completion Date. The date established in the Notice to Proceed is for completion of all or specified portions of the Work. This includes items of Work to be completed under an owner allowance or as part of a contingency item. The stated Contract completion date will include weather conditions that are not unusually severe for the area and time of year. This date may be expressed as a calendar date or a number of calendar days after issuance of the Notice to Proceed.

11.3. CM@Risk's Construction Schedule. Prior to the start of Work, a construction progress schedule shall be required and shall comply with the requirements of MAG Specification 108.4. In addition, a schedule update comparing actual progress with scheduled progress will be required with the submission of each monthly pay request.

11.4. Hindrances and Delays.

11.4.1. Except as provided in Section 22, no charge shall be made by CM@Risk for hindrances or delays from any cause during the progress of any portion of the Work embraced in this Contract; but such delays, if due to no fault or neglect of CM@Risk, may entitle CM@Risk to a time extension sufficient to compensate for the delays. The amount of the delay shall be determined by the Engineer provided CM@Risk gives Engineer immediate notice in writing of the cause of such delay.

11.4.2. The parties agree to negotiate for the recovery of actual costs related to expenses incurred by CM@Risk for a delay under the following circumstance:

- a. If City is solely responsible for the delay which is unreasonable under the circumstances,
- b. Which delay was not within the contemplation of the parties to the Contract at the time the Contract was entered into, and
- c. CM@Risk can show the impact of the delay on the critical path of the construction activity as indicated in an approved Construction Progress Management schedule.

11.4.3. Unless specifically provided for or otherwise stated herein, the maximum compensation for delays, shall not exceed CM@Risk's actual cost.

11.4.4. This section shall not be construed to void any provisions of this Contract, which require notice of delays, which provide for alternative dispute resolution or other procedures for settlement or which provide for liquidated damages.

11.5. Liquidated Damages. Unless otherwise specified, liquidated damages will be applied in accordance with MAG Specification 108.9. Completion of the Work as stated in this Contract is the same as completion of the Work as stated in MAG Specification 108.9. Damages will be applied at the amounts specified in Table 108.1.

12. SUBCONTRACTOR AND SUPPLIER SELECTIONS

- 12.1. CM@Risk shall select Subcontractors as set forth in A.R.S. § 34-603. CM@Risk hereby warrants that it has complied with the applicable provisions of A.R.S. § 34-603 in its selection of any Subcontractor and agrees to hold harmless and indemnify City for any statutory noncompliance.
- 12.2. If City objects to any nominated Subcontractor or supplier or to any self-performed Work for good reason, CM@Risk will nominate a substitute Subcontractor or supplier. This provision shall in no way be deemed to diminish CM@Risk's responsibility for Subcontractor or impose liability upon City for contracting with any Subcontractor.
- 12.3. All Subcontractors doing Work in excess of Thirty Thousand Dollars (\$30,000.00) shall maintain, during the course of the Contract, health insurance for all employees working on this Project and will offer health insurance coverage to eligible dependents of such employees as required by the City of Tempe Guidelines for Implementation of Health Insurance, and Resolution No. 2000.73.
- 12.4. CM@Risk will distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors.
- 12.5. City reserves the right to request a completed bid tabulation from CM@Risk within a reasonable time after the closing of the bid opening proceedings.

- 12.6. If after award of Subcontractors or suppliers, City objects to any nominated Subcontractor or supplier, or to any self-performed Work for good cause, CM@Risk will nominate a substitute Subcontractor or supplier, preferably if such option is still available, from those who submitted bids for the Work identified.
- 12.7. CM@Risk, upon opening of bids for Subcontractors 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 bidder. CM@Risk will resolve any bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.
- 12.8. Within fifteen (15) days after Subcontractor bid opening, CM@Risk will deliver to City a written notice of intent to award, itemizing the Subcontractors and suppliers selected by CM@Risk. The notice of intent to award will detail: (a) for each Subcontractor agreement, the amount of the bid and the corresponding Subcontractor or supplier; (b) the sum of bids received for all intended Subcontractor agreements; and (c) trade work that CM@Risk intends to self-perform, if any.

13. WARRANTY

CM@Risk warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Specifications and Contract, of good quality, in conformance with the Specifications and the other CM@Risk Contract and free of defects in materials and workmanship. CM@Risk's warranty obligation excludes defects caused by abuse, alterations or unreasonable failure to maintain the construction by persons other than CM@Risk, Subcontractors or others under CM@Risk control. Nothing in this warranty shall limit any manufacturer's warranty which provides City with greater warranty rights than set forth in herein or in the Contract. CM@Risk will provide City with all manufacturers' warranties and operation and maintenance manuals upon substantial completion of the Work. CM@Risk's warranty shall be for one (1) year and will commence for all portions of the Work upon Final Acceptance of the entire Work as determined by City under the Contract. All statutory or other warranties, express or implied, related to latent defects will remain in force and are not limited by this provision.

14. INSURANCE

14.1. Without limiting any of their obligations or liabilities, CM@Risk, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from City.

14.2. General Clauses.

14.2.1. Additional Insured. This insurance coverage, except for workers compensation and professional liability coverage, required by this

Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. This provision and the naming of the City as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

- 14.2.2. Coverage Term. All insurance required herein shall be maintained in full force and effect until the services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of City.
- 14.2.3. Primary Coverage. CM@Risk's insurance shall be primary insurance as respects City and any insurance or self insurance maintained by City shall be in excess of CM@Risk's insurance and shall not contribute to it.
- 14.2.4. Claim Reporting. CM@Risk shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.
- 14.2.5. Waiver. The policies for workers' compensation and general liability shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the Work of CM@Risk.
- 14.2.6. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. CM@Risk shall be solely responsible for deductible or self-insured retentions and City may require CM@Risk to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 14.2.7. Policies and Endorsements. City reserves the right to request and to receive, within ten (10) Business Days, information on any or all of the above policies or endorsements.
- 14.2.8. Certificates of Insurance. Prior to commencing services under this Contract, CM@Risk shall furnish City with Certificates of Insurance or formal endorsements as required by the Contract issued by CM@Risk's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and shall provide for not less than thirty (30) days advance written notice by certified mail of cancellation or termination.

14.2.9. Subcontractors. CM@Risk shall include all Subcontractors as insured under its policies or shall maintain separate certificates and endorsements from each Subcontractor.

14.3. Workers' Compensation.

14.3.1. CM@Risk shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CM@Risk employees engaged in the performance of the services and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease coverage for each employee, and \$500,000 disease policy limits.

14.3.2. In case services are subcontracted, CM@Risk will require the Subcontractor to provide workers' compensation and employer's liability to at least the same extent as provided by CM@Risk.

14.4. Automobile Liability.

CM@Risk shall carry commercial/business automobile liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000, each occurrence, regarding any owned, hired and non-owned vehicles assigned to or used in performance of CM@Risk's services. Coverage will be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.

14.5. Commercial General Liability.

14.5.1. CM@Risk shall carry commercial general liability insurance with unimpaired limit of not less than \$1,000,000 for each claim with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the Services under this Contract or the general aggregate shall be twice the required per claim limit. The policy shall be primary and include coverage for bodily injury including death, property damage, personal injury, products, completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage shall be at least as broad as Insurance Service Office policy form CG 0001 7/98 or any replacement thereof.

14.5.2. In the event the general liability insurance policy is written on a claims made basis, coverage shall extend for two (2) years past Final Acceptance of the services as evidenced by annual certificates of insurance.

14.5.3. Such policy shall contain a severability of interest provision (also known as cross-liability and separation of insured).

- 14.6. Property Coverage - Valuable Papers. CM@Risk shall carry property coverage on all-risk, replacement cost, agreed amount form with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports or other similar Data relating to the services of CM@Risk used in the completion of this Contract.
- 14.7. Health Insurance Requirements.
- 14.7.1. All Contractors who enter into a Public Works Contract in excess of Thirty Thousand Dollars (\$30,000.00) with City, after January 1, 2001, must certify that they have, and all of their major Subcontractors will have, health insurance for all employees. Health insurance must be offered to eligible dependents of all such employees. An affidavit must be signed in the form included herein (AFF-3). Major Subcontractors are defined as entities doing Work in excess of Thirty Thousand Dollars (\$30,000.00) as determined at the start of each Project. All required health insurance must be maintained during the entire time of the Contract with City.
- 14.7.2. Health insurance is required for all consultant and major Subcontractors employees who work more than one hundred and twenty (120) days in any calendar year. A “work day” consists of any time within a twenty-four (24) hour period, regardless of number of hours that the individual is paid. At this time, health insurance is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.
- 14.7.3. The health insurance requirements shall apply to all employees directly involved with this Project including support and administrative personnel.
- 14.7.4. All complaints concerning violations of the health insurance requirements shall be filed, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.
- 14.7.5. In the event of a finding of violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any Public Works Contract with the City for a period of three (3) years from the execution of the Contract.
- 14.7.6. All Contractors subject to the health insurance requirements shall post, in English, notice of the health insurance requirements at their office and at

the job site. Signs for posting will be provided by City at the pre-construction conference for CM@Risk and sent with the executed Contract for contractors.

14.7.7. Each insurance policy required by this Contract shall be endorsed to state that the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

15. BONDS

15.1. CM@Risk shall execute a bond for any and all Work or services performed hereto, in accordance with A.R.S. § 34-211. Personal or individual bonds are not acceptable. Bonding companies and liability and excess insurance carriers shall be “Best Rated A-VII” or better as currently listed in the most recent “Best’s Key Rating Guide (Property/Casualty)” published by the A.M. Best Company.

15.2. Each such bond shall be executed by a surety company or companies duly licensed to do business in the State of Arizona. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State and the bonds shall have attached thereto a certified copy of power of attorney of the signing official.

15.3. Prior to execution of the Contract, CM@Risk shall provide a performance bond and a payment bond, each in an amount equal to the full amount (100%) of the Contract amount. Each bond shall meet the requirements of Arizona Revised Statutes.

16. MEASUREMENTS AND PAYMENTS

16.1. Contract Price Adjustments. The increase or decrease in Contract price resulting from a change in City requested change in Work shall be determined by one or more of the following methods:

16.1.1. Unit prices set forth in the Contract or as subsequently agreed to between the parties;

16.1.2. A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating Data to permit evaluation by City; and

16.1.3. Costs, fees and any other markups.

16.2. The markups that shall be allowed on such changes shall be no greater than the markups delineated in the approved GMP as shown on Exhibit “A”.

16.3. If an increase or decrease cannot be agreed to as set forth in items 16.1.1 through 16.1.3, above, and City issues a change order, the cost of the change of the Work

shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Contract. CM@Risk shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

- 16.4. If unit prices are set forth in the Contract or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to City or CM@Risk because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be adjusted, in City's discretion.
- 16.5. If City and CM@Risk disagree upon whether CM@Risk is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of Work or proposed changes to the Work, City and CM@Risk shall resolve the disagreement pursuant to MAG Specification 110.
- 16.6. As part of the negotiation process, CM@Risk shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City's interpretations.
- 16.7. If the parties are unable to agree and City expects CM@Risk to perform the services in accordance with City's interpretations, CM@Risk shall proceed to perform the disputed services, conditioned upon City issuing a written order to CM@Risk (i) directing CM@Risk to proceed and (ii) specifying City's interpretation of the services that are to be performed.

17. RECORD KEEPING AND FINANCE CONTROLS

- 17.1. Records of CM@Risk's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CM@Risk shall be kept on a generally accepted accounting basis.
- 17.2. City, its authorized representative, and/or the appropriate federal agency, reserve(s) the right to audit CM@Risk's records to verify the accuracy and appropriateness of all pricing Data, including Data used to negotiate Contract and any change orders.
- 17.3. City reserves the right to decrease Contract price and/or payments made on this Contract if, upon audit of CM@Risk's records, the audit discloses CM@Risk has provided false, misleading, or inaccurate cost and pricing Data.
- 17.4. CM@Risk shall include a similar provision in all of its contracts with subconsultants and Subcontractors providing services under the Contract to ensure City, its authorized representative, and/or the appropriate federal agency, has/have access to the subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing Data.
- 17.5. City reserves the right to decrease Contract Price and/or payments made on this

Contract 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 City to audit its records to verify the accuracy and appropriateness of pricing Data.

18. MISCELLANEOUS REMOVAL AND RELOCATIONS

Miscellaneous removals and relocations shall be construed to mean the removal of all unsuitable materials whether designated or implied by the Plans and Specifications, and shall include but not be limited to the removal of such items as pipes, concrete, asphalt, block, brick, rock, metal, and other comparable items of every nature and description, unless such items are specifically designated in a separate bid item. Also, certain items require temporary removal and reinstallation such as mail box stands, sign posts, survey monument frames and covers, and other comparable items, and are included in this category.

19. APPROXIMATE QUANTITIES

19.1. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Work to be done and material to be furnished under this Contract, which have been estimated, as stated in the Proposal, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the proposals offered for the Work under this Contract. CM@Risk further agrees that City will not be held responsible if any claim for damages or for loss of profits is made due to a difference between the quantities of the various classes of Work herein estimated and the Work actually performed.

19.2. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or release CM@Risk from the execution and completion of the whole or any part of the Work in accordance with the Plans and Specifications herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse CM@Risk from any of the obligations or liabilities hereunder, or entitle CM@Risk to any damages or compensation except as may be provided for in this Contract.

20. MISCELLANEOUS WORK AND ALLOWANCES

20.1. Unless previously approved by the City in writing, the following items are considered to be included in the Work and CM@Risk's Compensation as set forth herein, with no direct or additional payment allowed. Payment for the following shall be included in the payment for other items for which direct payment is made.

20.1.1. CM@Risk's expenses for, but not limited to: mobilization, job site office, storage facilities, traffic control and public safety devices, sanitary facilities, utilities and telephone.

20.1.2. Cleanup including day-to-day cleanup.

- 20.1.3. Notification to residents adjacent to this Project prior to start of construction which would affect them.
- 20.1.4. Water required for compaction or dust control.
- 20.1.5. Miscellaneous removals and relocations not otherwise specified in the technical specifications.
- 20.1.6. Power pole bracing.
- 20.1.7. Removal of trees twelve inches (12") or less in diameter.
- 20.1.8. Removal, relocation and/or modification of existing walls and fences.
- 20.1.9. Trimming of trees and bushes.
- 20.1.10. Replacement of plant material and repair of irrigation equipment to meet or exceed conditions existing prior to CM@Risk beginning Work.

21. SPECIAL PROVISIONS

21.1. Permits.

CM@Risk shall be required to obtain all permits and licenses for the Project and pay all applicable fees. City may charge for any of the necessary City of Tempe permits and inspections. CM@Risk shall abide by all stipulations of all license and permits issued for this Project.

21.2. Key Contacts.

City of Tempe Engineering (Project Manager)	Ken Halloran	480-350-8855
Blue Stake	602-263-1100	

21.3. Uniformed Police Officers.

During the course of construction, City may require a uniformed police officer present to facilitate traffic control per the Tempe Barricade Manual and the Traffic Engineer's direction. Uniformed police officers will be paid for by City.

21.4. Open Trenching and Steel Plates.

The maximum amount of open trench in any state of trenching or backfilling shall be limited to five hundred feet (500'). All trenches shall be completely backfilled or covered using steel plates at the end of each working day. The use of steel plates shall not exceed seventy-two (72) hours between completion of Work in trench and final patch. Steel plates are to be installed according to Detail T-450 of the Tempe Supplement to the MAG Details. All steel plates installed will be recessed into the existing pavement by milling until the top of the plate is flush with the top of the pavement.

21.5. Confidentiality of Plans and Specifications.

21.5.1. Any Plans or Specifications CM@Risk receives regarding this Project are for official use only. CM@Risk may not share them with others except as required to fulfill the obligations of its Contract with City.

21.5.2. All record documents, Shop Drawings and other plans or drawings prepared or submitted by CM@Risk shall include the following language: "Per City of Tempe Guidelines, these Plans are official use only and may not be shared with others except as required to fulfill the obligations of CM@Risk's Contract with the City of Tempe".

21.6. Irrigation and Landscape Repair.

CM@Risk shall repair all sprinkler and irrigation systems that are disturbed in the course of the Work. There will be no separate payment for irrigation and landscape repair, the cost of which will be incidental to other bid items. It is highly recommended that CM@Risk meet with owner(s) of irrigation systems prior to construction and note existing operating systems to minimize impact and repair costs.

21.7. Sequence of Construction.

CM@Risk shall submit a Project sequencing schedule to the Engineer for review at the pre-construction conference. CM@Risk is on notice that City will review the proposed schedule to insure limited community impact.

21.8. Coordination with Other Contractors.

21.8.1. Other projects located on or near the site of Work may be under construction during the Contract period. Coordination between contractors may be required.

21.8.2. Should CM@Risk cause damage to the Work or property of any separate contractor at the site, or should any claim arising out of or resulting from CM@Risk's performance of the Work at the site be made by any separate contractor against CM@Risk, Design Professional, or Construction Manager Professional or any other person, CM@Risk shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by mediation, arbitration, or at law.

21.8.3. CM@Risk shall, to the fullest extent permitted by laws and regulations, indemnify and hold City, Design Professional and Construction Manager Professional and the officers, directors, employees, agents and other consultants of each and any of them harmless from and against all claims, costs, losses and damages, (including, but not limited to, all fees and charges of engineers, architects, attorneys and other professionals, and all court arbitration or other dispute resolution costs) arising directly, indirectly or consequentially out of or resulting from any action, legal or

equitable, brought by a separate contractor against City, Design Professional or Construction Manager Professional of the officers, directors, employees, agents or other consultants of each and any of them to the extent based on a claim caused by, arising out of, or resulting from CM@Risk's performance of the Work.

21.8.4. Should a separate contractor cause damage to the Work or property of CM@Risk or should the performance of Work by any separate contractor at the site give rise to any other claim, CM@Risk shall not institute any action, legal or equitable against City, Design Professional, or Construction Manager Professional or the officers, directors, employees, agents, or other consultants of each and any of them or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any mediator or arbitrator which seeks to impose liability on or to recover damages from City, Design Professional, or Construction Manager Professional or the officers, directors, employees, agents, or other consultants of each and any of them on account of such damage or claim.

21.8.5. If CM@Risk is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and City and CM@Risk are unable to agree as to the extent of any adjustment in completion time attributed thereto, CM@Risk may make a claim for an extension of time. An extension of the completion time shall be CM@Risk's exclusive remedy with respect to City, Design Professional, or Construction Manager Professional or the officers, directors, employees, agents, or other consultants of each and any of them for activities that are its respective responsibilities.

21.8.6. Cooperation between contractors shall be in accordance with MAG Specification 105.7.

22. CORRECTION OF DEFECTIVE WORK

22.1. If any portion of the Work is covered over contrary to the request of City or as required by the Contract or the applicable building standards, it must be uncovered for observation at CM@Risk's expense if requested by City in writing.

22.2. If any portion of the Work, other than those portions required to be inspected or observed by City or others, prior to being covered, has been covered over, City may request that it be uncovered for inspection or observation, as applicable. If such portion is found to be in accordance with the requirements of the Specifications and other Contract, the cost of uncovering it shall be charged to the City as a change order. If such portion is found not to be in accordance with the requirements of the Specifications and other CM@Risk Contract, CM@Risk shall bear such costs.

22.3. CM@Risk agrees to promptly correct any Work that is found not to be in conformance with the Specifications and other CM@Risk Contract, whether

previously inspected or observed by City's representatives or not unless a specific written waiver of such nonconformance has been provided to CM@Risk by City. This obligation shall continue for a period of one (1) year from the date of Final Acceptance of the entire Work. Nothing in this Section 22 shall waive any rights that City may have under Arizona law or under Section 13 herein.

- 22.4. CM@Risk, upon receipt of written notice from City that the Work is not in conformance with the Specifications or other Contract provisions, shall, within seven (7) days (except in the case of an emergency or item on the schedule critical path, which will require immediate response) commence correction of such nonconforming Work, including, without limitation, the other parts of the Work affected by the nonconforming Work. If CM@Risk fails to commence the necessary steps within seven (7) days, City, in addition to any other remedies provided under the Contract, may at the end of the seven (7) day period provide CM@Risk with notice that City will commence to correct such nonconforming Work with its own or other forces. CM@Risk shall be responsible for all costs and expenses that City incurs in remedying any Work not in conformance with the Specifications or the other Contract, including, without limitation, at the City's sole discretion any of City's own staff time costs and all fees incurred by City. City will notify CM@Risk of its intent to make such corrections at or before the commencement of the corrective Work.
- 22.5. The one (1) year warranty period referenced in Section 13 applies only to CM@Risk's obligation to correct Work not in conformance with the Contract and shall not constitute a period of limitations with respect to any other rights or remedies the City may have with respect to CM@Risk's other obligations under the Contract or under applicable law.

23. WITHHOLDING PAYMENT

City may withhold payment from any Progress Payment Application to the extent necessary to protect City from loss because of:

- 23.1. Unsatisfactory job progress as determined by City;
- 23.2. Disputed Work or materials;
- 23.3. Defective Work not remedied;
- 23.4. Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors;
- 23.5. Failure of CM@Risk to make payment to any Subcontractors within seven (7) days after receipt of each progress payment;
- 23.6. CM@Risk's failure to perform any of its contractual obligations under the Contract or any other agreement with City;

- 23.7. Deficiencies or claims asserted by City against CM@Risk arising from any other project;
- 23.8. Damage to City or a separate CM@Risk caused by the fault or neglect of CM@Risk or any Subcontractor to the extent not covered by insurance;
- 23.9. Reasonable evidence that the entire Work or portion of the Work that City has agreed to accept separately will not be substantially complete within the Contract time(s) due to delay for which CM@Risk is responsible, or that the unpaid balance of the Guaranteed Maximum Price will not be adequate to cover completion of the entire Work and liquidated damages for any anticipated unexcused delay for which CM@Risk is responsible; or
- 23.10. Any other reason which in City's reasonable judgment disqualified CM@Risk from receiving the full amount of the application for payment.
- 23.11. City, pursuant to and in accordance with A.R.S. § 34-601 *et seq.*, reserves the right to withhold funds from the CM@Risk's progress payments up to the amount equal to resolve claims City may have against CM@Risk, until such time as the settlement on those claims is reached.

If the above basis for withholding payment is remedied, payment shall be made within fourteen (14) days for amounts previously withheld. Prior to any withholding pursuant to this section, City shall meet with CM@Risk to discuss potential withholding and attempt in good faith to resolve such issue without the need for withholding.

24. TERMINATION

- 24.1. In addition to MAG Specifications 108.11 and A.R.S. § 38-511, City, at its sole discretion, may terminate this Contract for convenience or abandon any portion of the Project for which services have not been performed by the CM@Risk.
- 24.2. In the event of such termination or abandonment, CM@Risk shall deliver to City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CM@Risk under the Contract, entirely or partially completed, together with all unused materials supplied by City.
- 24.3. If City terminates or abandons the Contract, City shall make final payment within sixty (60) days after CM@Risk has delivered the last of the completed items and City has approved and determined the final fee.
- 24.4. In no event shall the City be obligated, liable or responsible for performance of the obligations set forth herein, any provision of this Contract, or any expenses incurred by Contractor in securing this Contract (including but not limited to purchasing insurance coverage, performance bonds or other security), at any time, including prior to or following City Council's approval of this Contract, should funds not be appropriated by the City through its Council or staff, in order to complete the Project. In the event that funds are not appropriated to meet or

complete this Contract, then City shall immediately provide notice to Contractor of such non-allocation and terminate the Contract. City shall incur no resulting liabilities or penalties for termination under this Section.

25. PROJECT DOCUMENTS AND COPYRIGHTS

- 25.1. City Ownership of Project Documents. All Work products (electronically or manually generated) prepared in the performance of this Contract including but not limited to, plans, drawings, specifications, cost estimates, tracings, studies, design, analysis, CADD files and related products, are the property of City and are to be delivered to City before the final payment is made to CM@Risk.
- 25.2. Documents to Bear Seal. When applicable and as required by law, CM@Risk and its Subcontractors will endorse by professional seal all plans, works, and Deliverables prepared by them for this Contract.

26. CONFLICT OF INTEREST

- 26.1. CM@Risk agrees to disclose any financial or economic interest in the Project property, or any property affected by the Project, existing prior to the execution of this Contract. Further, CM@Risk agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, if CM@Risk gains such interest during the course of this Contract. Only if previously approved in writing by City, CM@Risk may retain originals and supply City with reproducible mylar copies of the Work.
- 26.2. If CM@Risk gains financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of City.
- 26.3. CM@Risk shall not engage the services on this Contract of any present or former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or Contract modifications for this Contract.
- 26.4. To evaluate and avoid potential conflicts of interest, CM@Risk will provide written notice to the City, as set forth in this section, of any Work or services performed by CM@Risk for third parties that may involve or be associated with any real property or personal property owned or leased by City.
- 26.5. Actions considered to be adverse to City under this Contract include but are not limited to:
- 26.5.1. Using Data as defined in the Contract, acquired in connection with this Contract, to assist a third party pursuing administrative or judicial action against City.
- 26.5.2. Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City.

26.5.3. Using Data to produce income for CM@Risk or its employees independently of performing the services under this Contract, without the prior written consent of City.

26.6. CM@Risk represents that except for those persons, entities and Projects previously identified in writing to City, the services to be performed by CM@Risk under this Contract are not expected to create an interest with any person, entity or third party Project that is or may be adverse to the interests of the City.

26.7. CM@Risk's failure to provide a written notice and disclosure of the information as set forth in this section will constitute a material breach of this Contract.

27. COVENANT AGAINST CONTINGENT FEES

CM@Risk affirms that it has not employed or retained any company or person, other than a bona fide employee working for CM@Risk, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, City shall terminate this Contract or in its discretion may deduct from the Contract price or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift or contingent fee from CM@Risk.

28. INDEMNIFICATION

To the fullest extent permitted by law, CM@Risk shall defend, indemnify and hold harmless City, its agents, officers, officials, and employees from and against all claims, damages, losses, liability and/or expenses, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions in the Work, services, or professional services of CM@Risk, its agents, employees, or any other person for whose negligent acts, errors, mistakes or omissions in the Work, services, or professional services CM@Risk may be legally liable in the performance of or any breach of this Contract, including failure to comply with applicable laws. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. This provision shall survive the term of the Contract.

29. DISPUTE RESOLUTION

In the event of a dispute between the parties to this Contract regarding any provision of this Contract, a party's performance of its obligations as stated in this Contract or any other matter governed by the terms of this Contract, the parties will meet in good faith to attempt to resolve the dispute. If the parties fail to resolve the dispute, then the City may pursue any and all remedies provided by law or in equity. The exercise of any one of City's remedies shall not preclude subsequent or concurrent exercise of further or additional remedies.

30. ADDITIONAL SERVICES

Additional services which are outside the scope of basic services contained in this Contract shall not be performed by CM@Risk without prior written authorization from City. Additional services, when authorized by an agreement or an amendment to this Contract shall be compensated for by a fee mutually agreed upon between City and CM@Risk.

31. ALTERATION IN CHARACTER OF WORK

In the event an alteration or modification in the character of Work or Deliverable results in a substantial change in this Contract, thereby materially increasing or decreasing the scope of services, costs of performance or Project schedule, the Work or Deliverable will nonetheless be performed as directed by City. However, before any altered or modified Work begins, a Change Order or Amendment must be approved and executed by the City, and executed by CM@Risk. Such Change Order or Amendment will not be effective unless approved by the City. Additions to, modifications or deletions from the Project provided herein may be made, and the compensation to be paid to CM@Risk may be adjusted accordingly solely at the discretion of City. No claim for extra Work done or materials furnished by CM@Risk will be allowed by City except as provided herein, nor will CM@Risk do any Work or furnish any material(s) not covered by this Contract unless such Work or material is previously authorized in writing by City. Work or material(s) furnished by CM@Risk without such prior written authorization shall be at CM@Risk's sole jeopardy, cost and expense, and CM@Risk hereby agrees that without prior written authorization no claim for compensation for such Work or materials furnished will be made.

32. SUCCESSORS AND ASSIGNS

This Contract shall not be assignable except by the prior written approval of City, and it shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

33. COMPLETENESS AND ACCURACY OF CM@RISK'S WORK

CM@Risk is solely responsible for the completeness and accuracy of all reviews, reports, supporting Data and other design phase Deliverables prepared or compiled pursuant to its obligations under this Contract, and will at its sole expense correct its Work or Deliverables. Acceptance or approval of CM@Risk's Work or Deliverables by the City does not relieve or diminish CM@Risk's responsibilities under the Contract nor does this requirement to correct the Work or Deliverable constitute a waiver of any claims or damages otherwise available by law or in equity to City.

34. DISSEMINATION OF DATA

34.1. The parties agree that all Data, including originals, images and reproductions prepared by, obtained by or transmitted to CM@Risk in connection with CM@Risk's performance of this Contract is the sole property of City.

- 34.2. CM@Risk shall not divulge Data to any third party without prior written consent of City. CM@Risk will not use the Data for any purposes except to perform the services required under this Contract. However, these prohibitions do not apply to the following Data, provided CM@Risk first provides the required notice to City:
- 34.2.1. Data which was known to CM@Risk prior to its performance under this Contract unless such Data was acquired in connection with Work performed for City;
 - 34.2.2. Data which was acquired by CM@Risk in its performance under this Contract and which was disclosed to CM@Risk by a third party, who to the best of CM@Risk's knowledge and belief had the legal right to make such disclosure and CM@Risk is not otherwise required to hold such Data in confidence; or
 - 34.2.3. Data which is required to be disclosed by CM@Risk by law, regulation or court order.
- 34.3. In the event a third party requires or requests CM@Risk to disclose Data or any other information to which CM@Risk became privy as a result of any other Contract with City, CM@Risk will first notify City as set forth in this section of the request or demand for such Data. CM@Risk will timely give City sufficient facts such that City has a meaningful opportunity to either first give its consent or take such action that City may deem appropriate to protect such Data from disclosure.
- 34.4. CM@Risk, unless prohibited by law, within ten (10) days after completion of services for a third party on real or personal property owned or leased by City, will promptly deliver, as set forth in this section, a copy of all work products and Data to the City. All Data will continue to be subject to the provisions of this section.
- 34.5. CM@Risk assumes all liability for maintaining the Data in its possession and agrees to compensate and indemnify City if any of the provisions of this section are violated by CM@Risk, its employees, agents, authorized assigns, subconsultants or Subcontractors. A breach of this section shall be deemed to cause irreparable harm to City that justifies injunctive relief.
- 34.6. THE CITY OF TEMPE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, OR CURRENCY OF THE GIS DATA PROVIDED UNDER THIS CONTRACT. AREAS DEPICTED BY GIS DATA ARE APPROXIMATE, AND NOT GUARANTEED TO BE ACCURATE TO STANDARDS FOR MAPPING, SURVEYING OR ENGINEERING. THIS DATA IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR SITE-SPECIFIC PURPOSES. THE DATA HEREIN IS SUBJECT TO CONSTANT CHANGE AND MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE. THE CITY OF TEMPE IN NO WAY ASSUMES LIABILITY OR

RESPONSIBILITY FOR ANY INCORRECT DATA OR ANY INFORMATION PROVIDED HEREIN. THE CM@RISK ACKNOWLEDGES AND AGREES THAT THE CITY OF TEMPE ASSUMES NO LIABILITY FOR DAMAGES INCURRED DIRECTLY OR INDIRECTLY RESULTING FROM INCOMPLETE, INCORRECT OR MISSING INFORMATION; INCLUDING ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. BY WAY OF THE SIGNATURE ON THIS CONTRACT, THE CM@RISK ASSUMES ALL LIABILITY FOR ANY AND ALL DEPENDENCE AND/OR RELIANCE UPON THIS INFORMATION AND ASSUMES ALL RESPONSIBILITY RELATING THERETO. ANY AND ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE ARE SPECIFICALLY AND EXPRESSLY DISCLAIMED. CM@RISK SHOULD NOT RELY UPON THE GIS DATA WITHOUT PROPER FIELD VERIFICATION FOR ANY PURPOSE.

35. PROJECT STAFFING

35.1. CM@Risk will maintain an adequate number of competent and qualified persons, to ensure acceptable and timely completion of the scope of Services described in this Contract throughout the period of those services. If City objects, with reasonable cause, to any of CM@Risk's staff, CM@Risk will take prompt corrective action and, if required, remove such personnel from the Project and replace with other personnel.

36. INDEPENDENT CONTRACTOR

CM@Risk is and shall be an independent contractor and whatever measure of control 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 Contract will give or be construed as establishing an employer/employee relationship, partnership or joint venture, between City and CM@Risk, or cause City to be responsible in any way for the debts or obligations of CM@Risk. CM@Risk is to comply with all applicable laws and ordinances pertaining thereto.

37. SUBCONTRACTORS

Prior to beginning any Work or Deliverables, CM@Risk will furnish to City the names of all Subcontractors to be used on this Project. This provision shall in no way be deemed to diminish CM@Risk's responsibility for Subcontractor or impose liability upon City for the contracting with any Subcontractor.

38. LABOR

CM@Risk agrees and covenants to use only licensed Subcontractors in the making and/or installation of any and all repairs, alterations, improvements or other Work of CM@Risk on the Project. CM@Risk shall be liable to City for any losses and liabilities associated with any violation of this provision, and the Contract shall immediately be

terminated upon any violation hereof by CM@Risk.

39. RECORDS/AUDIT

39.1 Records of CM@Risk's direct personnel payroll and reimbursable expenses pertaining to this Project and records of accounts between City and CM@Risk will be kept following generally accepted accounting principles, or other and recognized accounting methods at City's sole discretion. City, its authorized representative and/or the appropriate federal agency, reserve the right to audit CM@Risk's records to verify the accuracy and appropriateness of all pricing Data, including Data used to negotiate this Contract and any attendant change orders. City reserves the right to decrease Contract amount and/or payments made on this Contract if, *inter alia*, upon audit of CM@Risk's records, the audit discloses that CM@Risk has provided false, misleading or inaccurate cost and/or pricing Data.

39.2 CM@Risk will include a provision in all of its agreements with subconsultants, Subcontractors and Suppliers providing services under this Contract to ensure City, its authorized representative and/or the appropriate governmental agency, has access to the subconsultants', Subcontractors' and Suppliers' records. City reserves the right to decrease Contract amount and/or payments made on this Contract if the above provision is not included in subconsultant, Subcontractor and Supplier contracts and one or more of those parties do not allow City to audit their records to verify the accuracy and appropriateness of pricing Data.

40. NOTICES

Unless otherwise provided herein, notices and/or demands under this Contract shall be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid, and properly addressed as follows:

To City:	Andy Goh, P.E. Deputy Public Works Manager/City Engineer City of Tempe Public Works Engineering Division 31 E. 5 th Street Tempe, Arizona 85281
To CM@Risk:	<hr/> (Printed Name of Signatory) Hunter Contracting Company 701 N. Cooper Road Gilbert, AZ 85233

41. COMPLIANCE WITH STATE AND FEDERAL LAWS

- 41.1. Lawful Presence in the United States. Pursuant to A.R.S. §1-502, any individual/sole proprietor who applies for local public benefits by signing this Contract shall also sign a sworn affidavit (Page LP-1) and present one of the documents listed on the affidavit to verify lawful presence in the United States. This Contract shall not be fully executed by the City if the individual/sole proprietor fails to sign the affidavit and present one of the listed documents.
- 41.2. Specially Designated Nationals and Blocked Persons List. CM@Risk represents and warrants to City that neither CM@Risk nor any affiliate or representative of CM@Risk (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 (“Order”); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
- 41.3. Antidiscrimination. CM@Risk shall not refuse to hire or employ or bar or discharge from employment any person, or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. CM@Risk shall provide a copy of its antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance (Page AD-1).
- 41.4. Employment Laws. CM@Risk agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the Work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Arizona Fair and Legal Employment Act, and any amendments thereto, along with all attendant laws, rules and regulations. CM@Risk acknowledges that a breach of this warranty is a material breach of this Contract and CM@Risk is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, Subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of CM@Risk. CM@Risk hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
- 41.5. Equal Opportunity. City is an equal opportunity, affirmative action employer. CM@Risk hereby covenants that it shall not discriminate unlawfully against any

employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, national origin, physical or mental disability, age, gender or veteran status. CM@Risk covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity. CMAR agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this clause.

CM@Risk further agrees to include the provisions of this section in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

42. CONTRACTOR'S LICENSE AND PRIVILEGE TAX LICENSE

Prior to award of the Contract, CM@Risk must provide to the City's Public Works/ Engineering Department, its Contractor's license classification and number, its City of Tempe privilege tax license number and its federal tax I.D. number.

43. FORCE MAJEURE

If either party is delayed or prevented from the performance of any service, in whole or part, required under this Contract by reason of acts of God or other cause beyond the control and without fault of that party, financial inability excepted, performance of that act may be excused at City's discretion, but only for the period of the delay. The time for performance of the act will be extended for a period equivalent to the period of delay.

44. NON-WAIVER PROVISION

The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions of this Contract shall not be construed as a waiver of such provisions nor will it affect the validity of this Contract or any part thereof or the right of either party to thereafter enforce each and every provision.

45. JURISDICTION

This Contract is made under and will be construed in accordance with and governed by the laws of the State of Arizona, without regard to the conflicts or choice of law provisions thereof. An action to enforce any provision of this Contract or to obtain any remedy with respect hereto will be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

46. ATTORNEYS' FEES AND COSTS

In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in such

legal action or proceeding, and such fees and costs shall be included in any judgment rendered as determined by the Court. In addition, if any person should institute a claim or action against CM@Risk in which City is made a party defendant, CM@Risk shall indemnify, defend and hold City harmless for, from and against all liability by reason thereof, including reasonable attorney's fees and all costs incurred by City in such action.

47. SURVIVAL

All warranties, representations and indemnifications by CM@Risk will survive the completion or termination of this Contract.

48. MODIFICATION

No supplement, modification or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provisions of this Contract except as expressly provided herein to the contrary,

49. SEVERABILITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

50. INTEGRATION

This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

51. TIME IS OF THE ESSENCE

Time of each of the terms, covenants and conditions of this Contract is hereby expressly made of the essence.

52. THIRD PARTY BENEFICIARY

This Contract will not be construed to give any rights or benefits in the Contract to anyone other than City and CM@Risk. All duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of City and CM@Risk and not for the benefit of any other party.

53. COOPERATION AND FURTHER DOCUMENTATION

CM@Risk agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Contract.

54. EXHIBITS

The parties agree that all references to this Contract include all exhibits designated in and attached to this Contract, such exhibits being incorporated into and made an integral part of this Contract for all purposes.

55. CONFLICT IN LANGUAGE

All Work and Deliverables will conform to all applicable City codes, ordinances and requirements. If there is a conflict in interpretation between provisions in this Contract and any exhibits thereto, the provisions in this Contract will prevail.

56. HEADINGS

The headings used in the Contract are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

57. NON-APPROPRIATION

If funds either appropriated by City Council or otherwise allocated to perform the Work become unavailable for payment by City under this the Contract, City may delay the Work for a period up to six (6) months, after which date if no funds are legally available, the Contract then in effect may be terminated by City at its option. In case of any such delay by City, CM@Risk may suspend performing the design phase services or Work, as applicable. CM@Risk may not terminate the Contract.

58. ASSIGNMENT OF CLAIMS

City and CM@Risk recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by City. Therefore, CM@Risk hereby assigns City any and all claims for such overcharges. CM@Risk in all subcontracts shall require all Subcontractors to likewise assign all claims for overcharges to the City.

59. DISPUTES

Any failure of City to make a decision within the time limit set forth shall not be construed as acquiescence in all or any part of any CM@Risk claim for relief.

60. SEXUAL HARASSMENT

CM@Risk shall comply with the City's current policy regarding sexual harassment. City prohibits sexual harassment by any person on City's premises or at any City affiliated functions.

61. AMENDMENTS

The Contract may not be changed, altered, or amended in any way except in writing signed by duly authorized representatives of CM@Risk and City.

62. CM@RISK RECORDS

CM@Risk agrees to retain all records relating to the Contract pursuant to A.R.S. § 35-214, as amended from time to time. CM@Risk agrees to make those records available at all reasonable times for inspection and audit by City during the term of the Contract and for a period of five (5) years after the completion of the Contract. The records shall be provided at City Public Works Department, Engineering Division, Tempe, Arizona, or another location designated by City upon reasonable notice to CM@Risk.

63. NO CONSTRUCTION AGAINST DRAFTING PARTY

Each party acknowledges that it has had an opportunity to review the Contract with counsel, and such documents shall not be construed against any party that is determined to have been the drafter of the documents.

64. INTERPRETATION OF CONTRACT DOCUMENTS

64.1. In the event of omissions in the Contract documents, the following shall apply.

64.1.1. If the Contract is not complete as to any minor detail of a required construction system or with regard to the manner of combining or installing of parts, materials, or equipment, but there exists an accepted trade standard for good and skillful construction, pursuant to MAG Specifications or otherwise, such detail shall be deemed to be an implied requirement of the Contract in accordance with such accepted trade standard.

64.1.2. The quality and quantity of parts or materials supplied shall conform to trade standards and be compatible with the type, composition, strength, size and profile of the parts of materials otherwise specified in the Contract documents.

65. FORMS

LIST OF SUBCONTRACTORS..... SB-1

STATUTORY PERFORMANCE BOND..... PB-1

STATUTORY PAYMENT BOND PB-2

CERTIFICATION BY THE CONTRACTOR AUTHORIZING
EMPLOYEES TO SIGN BINDING AGREEMENT.....C-1

CONTRACTOR’S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMSAFF-1

AFFIDAVIT OF GENERAL CONTRACTOR/PRIME CONSULTANT
REGARDING HEALTH INSURANCEAFF-2

CITY OF TEMPE GUIDELINES FOR IMPLEMENTATION
OF HEALTH INSURANCE.....AFF-3

AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE
IN THE UNITED STATESLP-1

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE
ON ANTIDISCRIMINATION AD-1

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Contract this 14th day of January, 2016.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Manager

ATTEST:

City Clerk

Recommended By:

Deputy PW Director/City Engineer

APPROVED AS TO FORM:

City Attorney

CM@Risk warrants that the person who is signing this Contract on behalf of CM@Risk is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.

Hunter Contracting Company

Name

Title

Federal I.D. No./Social Security No.

City Transaction Privilege License
(Sales Tax) Permit No.

STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34,
CHAPTER 6, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That _____ (“Principal”) and _____,
a corporation organized and existing under the laws of the State of _____, with
its principal office in the City of _____ (“Surety”), are held and firmly bound
unto _____ (“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 14th day of January, 2016, to complete Project No. 3205471, 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 said
Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions
and agreements of said Contract during the original term of said Contract and any extension
thereof, with or without notice to the Surety, and during the life of any guaranty required under
the Contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions,
and agreements of any and all duly authorized modifications of said Contract that may hereafter
be made, notice of which modifications to the Surety being hereby waived; then the above
obligation shall be void, otherwise to remain in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 6, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by the Court. The performance under this bond is limited to the construction to be performed under this Contract and does not include any design services, preconstruction services, finance services, maintenance services, operations services or any other related services included in the Contract.

DATED this ____ day of _____, 2016.

PRINCIPAL SEAL

BY: _____

**

SURETY SEAL

BY: _____

AGENCY ADDRESS

** Surety hereby acknowledges they are licensed to do business in the State of Arizona **

STATUTORY PAYMENT BOND
PURSUANT TO TITLE 34,
CHAPTER 6, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That _____ (“Principal”) and _____,
a corporation organized and existing under the laws of the State of _____,
with its principal office in the City of _____ (“Surety”), as held and firmly
bound unto _____ (“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 14th day of January, 2016, to complete Project No. 3205471, 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 said
Principal shall promptly pay all monies due to all persons supplying labor or materials to the
Principal or the Principal’s Subcontractors in the prosecution of the construction provided for the
Contract, then this obligation shall be void, otherwise to remain in full force and effect;

Provided, however, that this bond is executed pursuant to Title 34, Chapter 6,
Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with
the provisions, conditions and limitations of said Title and Chapter to the same extent as if it
were copied at length in this Contract.

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 the Court.

DATED this ____ day of _____, 2016.

PRINCIPAL SEAL

BY: _____

**

SURETY SEAL

BY: _____

AGENCY ADDRESS

** Surety hereby acknowledges they are licensed to do business in the State of Arizona **

**CERTIFICATION BY THE CONTRACTOR AUTHORIZING
EMPLOYEES TO SIGN BINDING AGREEMENTS**

**Sewer Replacement – Maple Ash Neighborhood and 10th Street
Project No. 3205471**

The following employees in our organization are duly authorized to sign binding agreements for and on behalf of the owner, partner, or principal of the corporation, or the manager or member of the limited liability company including, but not limited to, pay requests, change orders, required certifications, etc.:

Type or Print Name

Signature

Contractor Name:

Signed By:

Printed Name:

Title:

Date:

**CITY OF TEMPE DEPARTMENT OF PUBLIC WORKS
UNCONDITIONAL WAIVER AND RELEASE
FOR CONTRACTOR'S PAYMENT
AND SETTLEMENT OF CLAIMS**

Upon receipt of payment from the City of Tempe, the undersigned:

Contractor's Name: _____

Contractor's Address: _____

The undersigned has been paid and acknowledges having received final payment from the City of Tempe in the amount of \$ _____ [state dollar amount for final, total contract amount] for full and final payment of all work, services, equipment, labor, skill and material furnished, delivered and performed by the undersigned for the city or anyone in the construction [or other services] for SEWER REPLACEMENT – MAPLE ASH NEIGHBORHOOD AND 10TH STREET and PROJECT NO. 3205471 at the various locations bound by Mill Avenue to Maple Avenue, University Drive to 10th Street and 10th Street from Roosevelt Street to Farmer Avenue; and does hereby waive and release any and all rights to mechanic's liens, any state or federal statutory bond right, any private bond right, any claim for payment and any and all rights under any applicable federal, state or local laws related to claim or payment rights for persons in the undersigned's position held on the above-referenced project against the City of Tempe, for this value received. The undersigned further agrees to defend, indemnify and hold harmless the City of Tempe against any and all liens, claims, suits, actions, damages, charges and expenses whatsoever, which the City may incur arising out of the failure or the undersigned to pay in full for all work, services, equipment, labor, skill and material furnished with regard to the project.

The undersigned, in consideration of the payment acknowledged, hereby warrants that he has already paid or will pay using the monies received from this final payment to promptly pay in full all of his contractors, subcontractors, laborers, materialmen and suppliers for all work, materials, equipment or services provided to the above-referenced project.

Contractor Signature

Date

By (Print Name and Title)

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if signed, even if you have not been paid. If you have not been paid in full, use a conditional release form.

[NOTARY SEAL TO FOLLOW]

STATE OF ARIZONA)
COUNTY OF MARICOPA)

On ____ day of _____, 2016, _____ personally appeared before me, and proved by lawful identification documents to be the person who signed the preceding document in my presence, and who affirmed to me that the contents therein are truthful and accurate to the best of his/her knowledge and belief.

Notary Seal

Notary Public

Printed Name

My Commission Expires:

**CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS**

AFFIDAVIT OF GENERAL CONTRACTOR/PRIME CONSULTANT

**REGARDING
HEALTH INSURANCE**

_____, Arizona

Date _____

**SEWER REPLACEMENT – MAPLE ASH NEIGHBORHOOD AND 10TH STREET
PROJECT NO. 3205471**

I hereby certify that _____ (name of company) currently has, and all of its major Subcontractors/subconsultants, defined as doing work in excess of \$30,000.00, will have, during the course of this Contract, health insurance for all employees working on this Project and will offer health insurance coverage to eligible dependents of such employees, as defined in the accompanying Guidelines. The company's health insurance is as follows:

Name of Insurance Company: _____

Type of Insurance (PPO, HMO, POS, INDEMNITY): _____

Policy No.: _____

Policy Effective Date (MM/DD/YY): _____

Policy Expiration Date (MM/DD/YY): _____

Signed and dated at _____, this _____ day of _____, 2016.

General Contractor/Prime Consultant

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2016.

Notary Public

[Notary Seal]

CITY OF TEMPE
GUIDELINES FOR IMPLEMENTATION OF HEALTH INSURANCE

These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major Subconsultants and Subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the start of each project. Questions regarding these guidelines should be directed to the City of Tempe Engineering Division at 480-350-8200.

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major Subconsultants or Subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four (24) hour period, regardless of number of hours that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120th day of contract signing. Temporary employees will be covered to the same extent as the City of Tempe covers temporary employees as determined at the start of each project.
3. If a contractor is a "Union" shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, the Contractor may so note on the required affidavit.
4. The health insurance requirements herein apply to all employees that are directly involved with the City Project including support and administrative personnel.
5. Health insurance coverage must be maintained during the entire time of the Contract, including any warranty periods, with the City.
6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Director, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Director may be made within ten (10) days of the date of the decision by filing a notice

of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

7. In the event of a finding by the City of a violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any public works contract with the City for a minimum period of three (3) years.
8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at its office and at the job site. Signs for posting will be provided by the City.

These "Guidelines for Implementation of Health Insurance", issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.

**AFFIDAVIT DEMONSTRATING LAWFUL
PRESENCE IN THE UNITED STATES**

ARS §§1-501 and 502 require completion of the form to apply to the City for a local public benefit (defined as a grant, contract or loan). You must demonstrate through the presentation of one of the following documents that you are lawfully present in the United States.

**LAWFUL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY
PRESENTATION OF ONE (1) OF THE DOCUMENTS LISTED BELOW.**

Please present the document indicated below to the City. If mailing the document, attach a copy of the document to this Affidavit. (If the document may not be copied, present the document in person to the City for review and signing of the affidavit.)

- _____ 1. An Arizona driver license issued after 1996.
Print first 4 numbers/letters from license: _____
- _____ 2. An Arizona non-operating identification License.
Print first 4 numbers/letters: _____
- _____ 3. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
Year of birth: _____; Place of birth: _____
- _____ 4. A United States Certificate of Birth abroad.
Year of birth: _____; Place of birth: _____
- _____ 5. A United States passport.
Print first 4 numbers/letters on Passport: _____
- _____ 6. A foreign passport with a United States Visa.
Print first 4 numbers/letters on Passport _____
Print first 4 numbers/letters on Visa _____
- _____ 7. An I-94 form with a photograph.
Print first 4 numbers on I-94: _____
- _____ 8. **A United States Citizenship and Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____
- _____ 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____
- _____ 10. **A United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____
- _____ 11. **A United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____
- _____ 12. **A tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____
- _____ 13. **A tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

I DO SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT I AM LAWFULLY PRESENT IN THE UNITED STATES AND THAT THE DOCUMENT I PRESENTED ABOVE AS VERIFICATION IS TRUE.

Signature

Business/Company (if applicable)

Print Name

Address

Date: _____

City, State, Zip Code

OFFICE USE ONLY: EMPLOYEE NAME: _____
EMPLOYEE NUMBER: _____

ALL VIOLATIONS OF FEDERAL IMMIGRATION LAW SHALL BE REPORTED TO 1-866-347-2423



**AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE
CHAPTER 2 ARTICLE VIII SECTION 2-603(5)**

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

_____ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Signature

Date: _____

Print Name

Title

Company

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on the 14th day of January, 2016, by and between the City of Tempe, an Arizona municipal corporation (“City”), and **C. Williams Construction Engineering, Inc.**, an Arizona corporation (“Consultant”).

City engages Consultant to perform professional services for a project known and described as **Sewer Replacement – Maple Ash Neighborhood and 10th Street**, Project No. **3205471** (“Project”).

1. SERVICES OF CONSULTANT

Consultant shall perform the following professional services to City in conformance with applicable professional standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions:

- 1.1. Consultant shall provide construction management services, as described in Exhibit “A” attached.
- 1.2. Consultant has assigned Cliff Williams as the project manager for this Contract. Prior written approval by City is required in the event Consultant needs to change the project manager. Consultant shall submit the qualifications of the proposed substituted personnel to City for approval prior to any substitution or change.
- 1.3. Consultant shall obtain all necessary permits and licenses required for the performance of its work. Failure of Consultant to obtain said permits prior to the commencement of its work shall constitute a breach of this Contract.
- 1.4. Consultant shall perform the work in a manner and at times which do not impede or delay City’s operations and/or functions.
- 1.5. Consultant shall be solely responsible for any repair, replacement, remediation and/or clean-up of any damage done by Consultant including any impairment of access to City or other lawful invitees, by such work performed on this Project.

2. TERM OF CONTRACT

Consultant shall complete all services by May 31, 2016. In the event delays are experienced beyond the control of Consultant, the schedule may be revised as determined by City in its sole discretion, and pursuant to Section 3, Consultant’s Compensation.

3. CONSULTANT’S COMPENSATION

3.1. The method of payment for this Contract is payment by installments. ~~Total compensation for the services performed shall not exceed \$62,400.00, unless otherwise authorized by City.~~

3.2. Payment for this Contract shall be based on the following Budget Schedule:

<u>Task Description</u>	<u>Method</u>	<u>Amount</u>
Construction Management Services	Hourly, Not to Exceed	\$62,400.00
Subtotal Task Amount:		\$62,400.00
Total Compensation Not to Exceed:		\$62,400.00

3.3. City shall pay Consultant by installments, each installment based upon monthly progress reports and related, detailed invoices submitted by Consultant. Submittals shall be based on the Budget Schedule and shall include supporting documentation for all Allowances. If Budget Schedule includes an Allowance for reimbursable expenses, in no event will payment exceed actual cost. Invoices shall include job titles and hourly rates when applicable. Hourly rates are established in the attached Exhibit “A” incorporated hereby by this reference and are in effect for the entire Contract term unless City provides written authorization for an hourly rate increase. Consultant shall not exceed any of the specified budget amounts for any Task or Allowance without prior written authorization from City. City may provide written authorization for the transfer of budget amounts between any of the Tasks or Allowances provided the total Contract amount does not exceed the amount indicated in Section 3.1.

3.4. If detailed invoice(s) and progress report(s) are approved by City, installment payments will be made within thirty (30) days after City’s approval.

3.5. Consultant acknowledges and agrees that invoices shall be submitted to City for review and approval no more than sixty (60) days after work or services have been performed. City reserves the right to deny in whole or in part, payment to Consultant, including but not limited to, fees and expenses contained in any invoice not received by the City within sixty (60) days of the date such work or services were performed. This in no way shall be construed to waive or diminish City’s rights and remedies for otherwise withholding funds under Arizona law.

4. CITY’S RESPONSIBILITIES

4.1. City shall designate a project manager during the term of this Contract. The project manager has the authority to administer this Contract and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by City on any aspect of the work shall be directed

to the project manager.

- 4.2. City shall review requests for information related to the Project by Consultant and will endeavor to provide a prompt response to minimize delay in the progress of Consultant's work. City will also endeavor to keep Consultant advised concerning the progress of City's review of the work. Consultant agrees that City's inspection, review, acceptance or approval of Consultant's work shall not relieve Consultant of its responsibility for errors or omissions of Consultant or its subconsultant(s).
- 4.3. Unless included in Consultant's services as identified in Section 1, City may furnish with or without charge, upon Consultant's reasonable request, the following information to the extent it is within City's possession or control:
 - 4.3.1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, Consultant shall be solely responsible for searching the records and requesting specific drawings or information and independently verifying said information.
 - 4.3.2. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.
 - 4.3.3. When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

5. TERMINATION AND DEFAULT

- 5.1. City shall be entitled to terminate this Contract at any time, in its discretion. In addition, City may terminate this Contract for default, non-performance, breach or convenience, or abandon any portion of the Project for which services have not been fully or properly performed by Consultant. Termination shall be commenced by delivery of written notice delivered to Consultant, personally or by certified mail at 3116 S. Amble Pass, Gold Canyon, Arizona 85118. Termination shall be effective upon fourteen (14) days of delivery of notice to Consultant. In addition, this Contract may be terminated pursuant to A.R.S. § 38-511.
- 5.2. Upon the occurrence of Consultant's default, non-performance or breach of the Contract, City may recover any and all damages permitted by law or in equity against Consultant, in addition to termination of the Contract, including but not limited to compensatory damages, together with all costs and expenses as set forth in Section 12 herein.
- 5.3. In the event of Consultant's default, non-performance or breach, City agrees to, before exercising any right or remedy available to it, give Consultant written

notice of the default, non-performance or breach. For the thirty (30) days following such notice, Consultant shall have the right to cure such default, non-performance or breach.

- 5.4. If Consultant fails to cure, immediately after receiving notice of termination from City, Consultant shall discontinue performance under this Contract and proceed to close said operations under this Contract. Consultant shall submit a detailed breakdown of completed work to City for evaluation. City shall have the right to inspect Consultant's work to analyze the services completed. Payment to Consultant shall be determined by City upon approval or disapproval of the services completed as of the date of delivery of notice of termination, and pursuant to Section 5.9.
- 5.5. Within ten (10) days of receipt of notice of termination as set forth herein, Consultant shall deliver to City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by Consultant under the Contract, entirely or partially completed, together with all unused materials supplied by City.
- 5.6. In the event of such termination or abandonment, Consultant shall be paid only for those services performed in a good and workmanlike manner, in accordance with all plans, specifications and governmental requirements completed prior to receipt of said notice of termination, subject to approval by City. To the extent permitted by this Contract, such payment may include reimbursable expenses then incurred by Consultant, in City's sole discretion.
- 5.7. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by Consultant as determined and approved by City based upon the scope of work set forth in Exhibit "A." However, in no event shall the fee exceed that set forth in Section 3 of this Contract.
- 5.8. City shall make a determination as to approval or denial of any requested final payment within sixty (60) days after Consultant has delivered the last of the completed items and the final appraisal has been submitted to City.
- 5.9. The parties agree that in the event of any damages suffered by City as a result of any inexcusable delay, default, non-performance or breach by Consultant, Consultant agrees to reimburse City ten percent (10%) of the Contract amount per Section 3.1 for damages caused by its delay. This sum may be deducted from Consultant's payment or anticipated payment for failure to deliver and/or perform as specified. No premium will be awarded to Consultant for delivery and/or performance within the Contract term. Waiver by City of any of the provisions contained in this Section 5.9, or by way of the extension of the Contract term, shall in no way be deemed to waive or diminish City's rights available by law or in equity under the Contract.

6. INSURANCE

Without limiting any obligations or liabilities, Consultant, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from City.

6.1. General Clauses

- 6.1.1. Additional Insured. The insurance coverage, except workers' compensation and professional liability, required by this Contract, shall name City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by City or its employees shall be excess coverage, and not contributory coverage to that provided by Consultant. This provision and the naming of the City as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
- 6.1.2. Coverage Term. All insurance required herein shall be maintained in full force and effect until services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so shall constitute a material breach of this Contract.
- 6.1.3. Primary Coverage. Consultant's insurance shall be primary insurance as respects City, and any insurance or self insurance maintained by City shall be in excess of Consultant's insurance and shall not contribute to it.
- 6.1.4. Claim Reporting. Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.
- 6.1.5. Waiver. The policies for workers' compensation and general liability shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of Consultant.
- 6.1.6. Deductible/Retention. The policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Consultant shall be solely responsible for deductible or self-insured retentions and City may require Consultant to secure the payment of such deductible or self-insured retentions by a

surety bond or an irrevocable and unconditional letter of credit.

6.1.7. Policies and Endorsements. City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

6.1.8. Certificates of Insurance. Prior to commencing services under this Contract, Consultant shall furnish City with certificates of insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract by referencing the Project number and/or Project name and shall provide for not less than thirty (30) days advance written notice by certified mail to City of cancellation or termination of insurance.

6.1.9. Subconsultants/Contractors. Consultant shall include all subconsultants and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant and subcontractor.

6.2. Workers' Compensation. Consultant shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case services under this Contract are subcontracted, Consultant shall require all subconsultant(s) to provide workers' compensation and employer's liability to at least the same extent as provided by Consultant.

6.3. Automobile Liability. Consultant shall carry commercial/business automobile liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of Consultant services. Coverage will be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.

6.4. Commercial General Liability. Consultant shall carry commercial general liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a “severability of interests” provision (also known as “cross liability” and “separation of insured”).

- 6.5. Professional Liability. Consultant retained by City to provide the engineering services required by the Contract will maintain professional liability insurance covering errors and omissions arising out of the services performed by Consultant or any person employed by it, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims, or 10% of the construction budget, whichever is larger. In the event the insurance policy is written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of services as evidenced by annual certificates of insurance.
- 6.6. Property Coverage – Valuable Papers. Consultant shall carry property coverage on all-risk, replacement cost, agreed amount form with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of Consultant used in the completion of this Contract.

7. HEALTH INSURANCE REQUIREMENTS

- 7.1. Consultant must certify that it has or will offer health insurance to all eligible employees working on services set forth in this Contract prior to the performance of any work or services. An affidavit certifying such offering must be signed in a form approved by City. All required health insurance must be maintained during the entire time of the Contract with City. Health insurance pursuant to this Section 7 is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.
- 7.2. The health insurance requirements herein shall apply to all of Consultant’s eligible employees directly involved with the services set forth in this Contract, including support and administrative personnel.
- 7.3. Any and all complaints concerning violations of the health insurance requirements shall be filed, in writing, with the City’s Public Works Department, within thirty (30) days from discovery of a potential violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

- 7.4. Penalties for failing to comply with this Section 7 include, but are not limited to the following: Consultant may be barred from bidding on, or entering into any Public Works contract with City for a period of three (3) years from the execution of the Contract.
- 7.5. All Consultants subject to the health insurance requirements shall post in English, notice of the health insurance requirements at their office and at the job site.

8. WORK FOR HIRE AND OWNERSHIP OF DELIVERABLES

- 8.1. Consultant shall ensure that all the results and proceeds of Consultant's and any and all work on the Project and any related projects, including that of all agents, employees, officers, and contractors, shall be owned by City, including the copyright thereto, as work for hire. In the event, for any reason, such results and proceeds are not deemed work for hire, Consultant shall be deemed hereby to have assigned to City all of its right, title and interest in such results and proceeds and content to City, without limitation.
- 8.2. All work products (electronically or manually generated), including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract, are the property of City and are to be delivered to City on the particular type of storage media on which they are stored (e.g. CD, thumb drive, etc.) before the final payment is made to Consultant. City shall retain ownership of these original works. If approved in writing by City, Consultant may retain the originals and supply City with reproducible copies of the work.

9. CONFLICT OF INTEREST

- 9.1. Consultant agrees to promptly disclose any and all financial and/or economic interest in the property, or any property affected by the work, or the Project itself other than as set forth herein, existing prior to the execution of this Contract. Further, Consultant agrees to promptly disclose any financial or economic interest in the Project property or any property affected by the work, if Consultant gains such interest during the course of this Contract.
- 9.2. If Consultant gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of City.
- 9.3. Consultant shall not engage the services on this Contract of any present or former City employee who was involved as a decision-maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.

- 9.4. Consultant agrees that it shall not perform services on this Project for any other contractor, subcontractor, or any supplier, other than City. In addition, Consultant shall not negotiate, contract, or make any agreement with a contractor, subcontractor, or any supplier with regard to any of the work under this Contract, or any services, equipment or facilities to be used on this Project other than with City.

10. COVENANT AGAINST CONTINGENT FEES

Consultant affirms that it has not employed or retained any company or person, other than a bona fide employee working for Consultant to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

11. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its agents, officers, officials, and employees from and against all claims, damages, losses, liability and/or expenses, relating to, or arising out of, the negligent acts, errors, mistakes or omissions in the work, services, or professional services of Consultant, its agents, employees, or any other person for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services Consultant may be deemed legally liable in the performance of this Contract, or any breach of the Contract. Consultant's duty herein shall arise in connection with any and all claims for damage, loss, liability and/or expenses attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of any person or property including loss of use resulting therefrom. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. DISPUTE RESOLUTION

In the event of a dispute concerning or in any way connected to the Contract or subject Project, the parties agree that the unsuccessful party shall pay to the prevailing party a reasonable sum for attorneys' fees, including taxable and non-taxable costs, fees, costs and disbursements of experts, professionals, paralegals, whether at trial, appeal and/or in bankruptcy court, all of which will be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. In addition, should City retain and/or utilize legal counsel as a result of a breach by Consultant of any term, covenant or provision of this Contract, in addition to paying any recovery owed to City and/or performing any obligation remaining to be performed, in order to fully cure such breach or default, Consultant shall reimburse City for reasonable attorneys' fees, taxable and non-taxable costs and disbursements, incurred by City in enforcing Consultant's obligations, whether or not a legal action is commenced, including but

not limited to the cost of preparing and presenting default notices, demand letters and similar non-judicial enforcement activities.

13. ADDITIONAL SERVICES

Additional services which are outside the scope of basic services contained in this Contract shall not be performed by Consultant without prior written authorization from City, at City's sole discretion. Additional services, when authorized by an executed contract or an amendment to this Contract shall be compensated for by a fee mutually agreed upon between City and Consultant.

14. PROHIBITION ON ASSIGNMENT

This Contract and all duties and obligations of Consultant set forth in this Contract shall not be assignable except by prior written consent of City, and such prohibition shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of Consultant.

15. MISCELLANEOUS PROVISIONS

- 15.1. Lawful Presence in the United States. Pursuant to A.R.S. §1-502, any individual/sole proprietor who applies for local public benefits by signing this Contract shall also sign a sworn affidavit (Exhibit B) and present one of the documents listed on the affidavit to verify lawful presence in the United States. This Contract shall not be fully executed by the City if the individual/sole proprietor fails to sign the affidavit and present one of the listed documents.
- 15.2. Equal Opportunity. City is an equal opportunity, affirmative action employer. Consultant hereby covenants for itself, its employees, agents, assigns and all persons claiming under or through it, that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, creed, religion, ancestry, national origin, physical or mental disability, age, sex, gender, sexual orientation, gender identity, marital status, or veteran status with regard to discharging obligations under this Contract. Consultant covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity. Consultant agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this clause.
- 15.3. Antidiscrimination. Consultant shall not refuse to hire or employ or bar or discharge from employment any person, or discriminate against such person in compensation, conditions, or privileges of employment because of race, color,

gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Consultant shall provide a copy of its antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance (Exhibit C).

15.4. Legal Compliance. Consultant agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Consultant acknowledges that a breach of this warranty is a material breach of this Contract and Consultant is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all consultants, subconsultants and sub-subconsultants performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Consultant. Consultant hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

15.5. Specially Designated Nationals and Blocked Persons List. Consultant represents and warrants to City that neither Consultant nor any affiliate or representative of Consultant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 (“Order”); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

Consultant further agrees to include the provisions set forth in Sections 15.1 through 15.4 in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

15.6. Effective Date. This Contract shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona and when executed by the duly authorized City officials and the duly authorized agent of Consultant.

15.7. Governing Law. This Contract shall be governed and interpreted by the laws of the State of Arizona.

- 15.8. Exhibits. All exhibits attached to this Contract are made a part of and are incorporated into, this Contract. If any inconsistencies exist between this Contract and any exhibit hereto, the terms of this Contract shall govern.
- 15.9. Force Majeure. Any prevention, delay or stoppage of this Project for a cause beyond the reasonable control of Consultant due to acts of God, acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant, for a period equal to such prevention, delay or stoppage. For purposes of this Section 15.9, a cause shall not be deemed beyond a party's control if it is within the control of such party's agents, employees, assigns, contractors or subcontractors.
- 15.10. Entire Agreement. This Contract contains all of the agreements of the parties with respect to the Project and related matters, and no prior agreement, negotiations, postings, offerings, or understanding pertaining to any such matter shall be effective for any purpose unless expressly contained herein.
- 15.11. Consultant's Good Standing. Consultant hereby warrants and represents that it is an Arizona corporation, licensed to do business in the state of Arizona and currently in good standing, and that it is not now in violation of any agreement, instrument, contract, law, rule or regulation by which Consultant is bound.
- 15.12. Independent Contractor. Nothing contained in this Contract shall be deemed or construed by the parties hereto or otherwise, to create the relationship of principal and agent, partnership, joint venturer, employer and employee, or any association between City and Consultant. Consultant is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to Consultant hereunder or for any and all services or materials provided by or rendered to Consultant hereunder in connection with the work set forth in this Contract.
- 15.13. Severability. If any provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and every other term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 15.14. Time is of the Essence. Time is of the essence in this Contract and each and every provision herein, except as may expressly be provided in writing by City.
- 15.15. No Waiver. No breach or default hereunder shall be deemed to have been waived City, except by a writing to that effect signed on behalf of City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or

preceding breach or default or as a waiver of that breach or default after written notice thereof and demand by City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of City.

- 15.16. Survival. Any and all representations, obligations, indemnities, warranties, covenants, conditions and agreements contained in this Contract which are expressed as surviving the expiration or earlier termination of this Contract, or by their nature, are to be performed, observed or survive, in whole or in part, after the termination or expiration of this Contract term, shall survive the termination or expiration of this Contract.
- 15.17. Retention of Records. City, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Contract. Consultant will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or five (5) years following termination of this Contract.
- 15.18. Antitrust Violations. City and Consultant recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by City. Therefore, Consultant assigns to City any and all claims for such overcharges. Consultant in all subcontracts shall require all subcontractors to likewise assign all claims for overcharges to City.
- 15.19. Headings. The heading use in this Contract is for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 15.20. No Construction Against Drafting Party. Each party acknowledges that it has had an opportunity to review the Contract with counsel, and such documents shall not be construed against any party that is determined to have been the drafter of the documents.
- 15.21. Notices to Parties:

All notices pursuant to this Contract shall be made in writing and delivered or mailed by certified mail to the parties at the following addresses:

CITY:

Andy Goh, City Engineer
City of Tempe
Public Works/Engineering Dept.
P.O. Box 5002
Tempe, AZ 85280

CONSULTANT:

Cliff Williams
(Printed Name of Signatory)
C. Williams Construction
Engineering, Inc.
3116 S. Amble Pass
Gold Canyon, AZ 85118

15.22. Non-Appropriation of Funds. If funds appropriated by the City Council or otherwise allocated to perform the work becomes unavailable for payment by City under this Contract, City may delay the work for a period up to six (6) months, after which date if no funds are legally available, City may terminate the Contract at City's sole option. In case of any such delay by City, Consultant may suspend performance of work or services as applicable. However, nothing herein shall be construed to allow termination of the Contract by Consultant for such delay.

15.23. GIS Data Disclaimer. THE CITY OF TEMPE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, OR CURRENCY OF THE GIS DATA PROVIDED UNDER THIS CONTRACT. AREAS DEPICTED BY GIS DATA ARE APPROXIMATE, AND NOT GUARANTEED TO BE ACCURATE TO STANDARDS FOR MAPPING, SURVEYING OR ENGINEERING. THIS DATA IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR SITE-SPECIFIC PURPOSES. THE DATA HEREIN IS SUBJECT TO CONSTANT CHANGE AND MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE. THE CITY OF TEMPE IN NO WAY ASSUMES LIABILITY OR RESPONSIBILITY FOR ANY INCORRECT DATA OR ANY INFORMATION PROVIDED HEREIN. THE CONSULTANT ACKNOWLEDGES AND AGREES THAT THE CITY OF TEMPE ASSUMES NO LIABILITY FOR DAMAGES INCURRED DIRECTLY OR INDIRECTLY RESULTING FROM INCOMPLETE, INCORRECT OR MISSING INFORMATION; INCLUDING ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. **BY WAY OF THE SIGNATURE ON THIS CONTRACT, THE CONSULTANT ASSUMES ALL LIABILITY FOR ANY AND ALL DEPENDENCE AND/OR RELIANCE UPON THIS INFORMATION AND ASSUMES ALL RESPONSIBILITY RELATING THERETO. ANY AND ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE ARE SPECIFICALLY AND EXPRESSLY DISCLAIMED.** CONSULTANT SHOULD NOT RELY UPON THE GIS DATA WITHOUT PROPER FIELD VERIFICATION FOR ANY PURPOSE.

[SIGNATURE PAGE TO FOLLOW]

**Sewer Replacement – Maple Ash Neighborhood and 10th Street
Project No. 3205471**

DATED this _____ day of _____, 2016.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Director

ATTEST:

Recommended By:

City Clerk

Ar *Ardge*

Deputy PW Director/City Engineer

APPROVED AS TO FORM:

City Attorney

Consultant warrants that the person who is signing this Contract on behalf of Consultant is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.

CONSULTANT
C. Williams Construction Engineering, Inc.

Cliff Williams

Signature

Cliff Williams

Printed Name

President

Title

27-0015308

Federal I.D. No./Social Security No.



December 11, 2015

EXHIBIT A

Mr. Ken Halloran, P.E.
City of Tempe
Public Works Department
Engineering Division
31 E. Fifth St.
Tempe, AZ 85281

Reference: Maple/Ash-10th St Sewer [3205471]

CM and inspection services: Project No. 3205471

Dear Mr. Halloran,

As requested, we have reviewed the plans and specs and are pleased to submit the following proposal to provide CM and inspection services for the above referenced project.

Scope of Services:

CONSTRUCTION PHASE

- Establish lines of communications with City Engineering Department representative.
- Perform field inspections daily or as needed to assure compliance with plans, specs and City of Tempe standards.
- Take still photos of the work in progress and maintain photo log with dates and captions.
- Submit inspection reports daily or weekly as requested by the Engineering Department.
- Coordinate and schedule Special Inspections as required by contract documents.
- Coordinate materials testing and sampling as required by contract documents.
- Coordinate construction activity as needed with City departments such as Water/Wastewater, Parks, Streets, etc.

Submittals

- Receive submittals from contractor. Review submittals for compliance with contract documents. Forward to design engineer or City departments if necessary for final approval.

- Prepare and maintain submittal log showing description, date received, returned and status.
- Receive RFI's from the contractor. Answer timely or forward to design engineer or City department for final response if necessary.
- Prepare and maintain RFI log showing description, date received, response and status.
- Prepare and maintain field directive log showing description, dates and status.

Quality Control/ Construction progress

- Prepare agendas and hold weekly progress meetings and distribute minutes.
- Discuss project safety weekly in the progress meetings. Require the contractor to hold weekly tailgate meetings and submit minutes of the meetings and sign in sheets. Keep the safety meeting minutes in the project file and deliver at the end of the project.
- Monitor contractor construct progress weekly and make recommendation for corrections if necessary.
- Review time extensions or claims for extra compensation and provide recommendation to the City representative.
- Submit electronic file documents i.e., reports, logs, correspondence etc. monthly or as requested by the City representative.
- Require contractor to keep current project redline drawings in the field office. Redlines will be checked for accuracy and kept current as a prerequisite to submitting monthly pay applications.

Administration:

- Review Contractor Pay applications to verify field-measured quantities. Sign pay applications and provide recommendation to the City representative for payment if approved. Inventory stored materials for payment and compliance with project specification.
- Receive contractor requests for change orders. Review for entitlement and accuracy. Review cost of the change order and compare with industry standard and make recommendations to the City representative.
- Prepare change order cover sheet showing original contract, contingency if available, previous change orders and new contract amount. Provide a reason and description for the changes and a cost analysis. Sign the change order and submit to the City representative for Engineering review and signatures.
- Write project correspondence, memorandums and field directions to contractor as necessary and copy the City representative.
- Keep records of all documents and correspondence specifically as related to possible future claims.
- Perform employee and DBE interviews and submit forms in compliance with Federal aid participation requirements.



Project Completion and Close out

- Develop punch lists and track through completion and acceptance.
- Determine Substantial Completion and Final Completion dates. Determine plant establishment periods and monitor plant maintenance through completion.
- As Built drawings: Review redlines prepared by the contractor for accuracy and completeness. Submit redlines to the design engineer for transfer to mylar originals. Review final mylar originals for accuracy then submit to the City.
- Perform Final Inspections, prepare punch lists and require completion prior to releasing final pay application and retention.
- Compliance to and Submittal of all required agency close out information: City, County, State, Federal, and Utility-Other as required.

These and other services per your direction will be provided through the duration of the project.

Cost Proposal:

Cliff Williams, P.E., Construction Manager: \$78.00 per hour

10 hours per week for 20 weeks. 200 hrs @ \$78/ hr = \$15,600.00

Rick Johnson, Chief Inspector: \$78.00 per hour

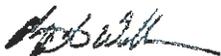
30 hours per week for 20 weeks. 600 hrs @ \$78/ hr = \$46,800.00

Total Fee: Hourly Not to Exceed \$62,400.00

The hourly rate includes all costs such as printing, materials, and vehicle expenses. There are no additional charges for overtime, nighttime or weekend work.

Thank you for this opportunity to propose on the work. If you need further information or wish to discuss the projected hours and personnel, don't hesitate to call.

Sincerely,



Clifford A. Williams, P.E.

EXHIBIT B
AFFIDAVIT DEMONSTRATING LAWFUL
PRESENCE IN THE UNITED STATES

ARS §§1-501 and 502 require completion of the form to apply to the City for a local public benefit (defined as a grant, contract or loan). You must demonstrate through the presentation of one of the following documents that you are lawfully present in the United States.

LAWFUL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY
PRESENTATION OF ONE (1) OF THE DOCUMENTS LISTED BELOW.

Please present the document indicated below to the City. If mailing the document, attach a copy of the document to this Affidavit. (If the document may not be copied, present the document in person to the City for review and signing of the affidavit.)

- _____ 1. An Arizona driver license issued after 1996.
Print first 4 numbers/letters from license: _____
- _____ 2. An Arizona non-operating identification License.
Print first 4 numbers/letters: _____
- _____ 3. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
Year of birth: _____: Place of birth: _____
- _____ 4. A United States Certificate of Birth abroad.
Year of birth: _____: Place of birth: _____
- _____ 5. A United States passport.
Print first 4 numbers/letters on Passport: _____
- _____ 6. A foreign passport with a United States Visa.
Print first 4 numbers/letters on Passport _____
Print first 4 numbers/letters on Visa _____
- _____ 7. An I-94 form with a photograph.
Print first 4 numbers on I-94: _____
- _____ 8. **A United States Citizenship and Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____
- _____ 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____
- _____ 10. **A United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____
- _____ 11. **A United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____
- _____ 12. **A tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____
- _____ 13. **A tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

I DO SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT I AM LAWFULLY PRESENT IN THE UNITED STATES AND THAT THE DOCUMENT I PRESENTED ABOVE AS VERIFICATION IS TRUE.

Signature

Business/Company (if applicable)

Print Name

Address

Date:

City, State, Zip Code

OFFICE USE ONLY: EMPLOYEE NAME: _____
EMPLOYEE NUMBER: _____

ALL VIOLATIONS OF FEDERAL IMMIGRATION LAW SHALL BE REPORTED TO 1-866-347-2423.



EXHIBIT C
AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE
CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

 Current copy of antidiscrimination policy attached

OR

 I hereby certify C. Williams Const. Eng, Inc. (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Cliff Williams
 Signature

Date: 12-18-15

Cliff Williams
 Print Name

President
 Title

C. Williams Const. Eng, Inc.
 Company

CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE

Tempe, Arizona

Date 12-18-15

**Sewer Replacement – Maple Ash Neighborhood and 10th Street
Project No. 3205471**

I hereby certify that C. Williams Const. Eng. Inc. (name of company) currently has, and all of its major subcontractors/sub-consultants, defined as doing work in excess of \$30,000.00, will have, during the course of this contract, health insurance for all employees working on this project and will offer health insurance coverage to eligible dependents of such employees, as defined in the accompanying Guidelines. The company's health insurance is as follows:

Name of Insurance Company: HCC Life

Type of Insurance (PPO, HMO, POS, INDEMNITY): PPO

Policy No.: AZL1508570

Policy Effective Date (MM/DD/YY): 12-14-15

Policy Expiration Date (MM/DD/YY): 12-14-16

Signed and dated at 12-18-15, this 18th day of December, 2015.

C. of Tempe AZ

C. Williams Const. Eng. Inc.
General Contractor/Prime Consultant

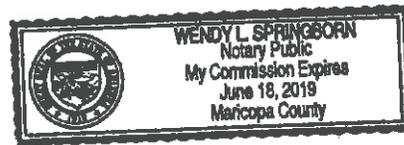
By: [Signature]

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this 18th day of December, 2015.

[Signature]
Notary Public

My commission expires:
6-18-2019



City of Tempe

Guidelines for Implementation of Health Insurance

These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the start of each project. Questions regarding these guidelines should be directed to the City of Tempe Engineering Division at (480) 350-8200.

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major subconsultants or subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120th day of contract signing. Temporary employees will be covered to the same extent as the City of Tempe covers temporary employees as determined at the start of each project.
3. If a contractor is a "Union" shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, the Contractor may so note on the required affidavit.
4. The health insurance requirements herein apply to all employees that are directly involved with the City of Tempe project including support and administrative personnel.
5. Health insurance coverage must be maintained during the entire time of the contract, including any warranty periods, with the City.
6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Director, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Director may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.
7. In the event of a finding by the City of a violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any public works contract with the City for a minimum period of three (3) years.

8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City.

These "Guidelines for Implementation of Health Insurance", issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.

**CITY OF TEMPE
REQUEST FOR COUNCIL ACTION****Council Meeting Date: 01/14/2016
Agenda Item: 6B1**

ACTION: Introduce and hold the first public hearing to adopt an ordinance authorizing the abandonment of certain storm drain easements in the vicinity of South Cedar Street and East Apache Boulevard to facilitate development of the project at 1221 East Apache Boulevard. The second and final public hearing is scheduled for January 28, 2016. (Ordinance No. O2016.04)

FISCAL IMPACT: N/A

RECOMMENDATION: Adopt Ordinance No. O2016.04.

BACKGROUND INFORMATION: The owner of the property at 1221 East Apache Boulevard is proposing to construct a mixed-use project containing residential and commercial uses, as well as associated site infrastructure. To facilitate the proposed development, it will be necessary to abandon all or part of certain storm drain easement serving the property. If new easements are required, they will be granted during the course of approval of the development.

ATTACHMENTS: Ordinance, Exhibit

STAFF CONTACT(S): Larry Schmalz, Principal Planner, (480) 350-8924

Department Director: Dave Nakagawara, Community Development Director
Legal review by: Cynthia McCoy, Assistant City Attorney
Prepared by: Larry Schmalz, Principal Planner

ORDINANCE NO. O2016.04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE ABANDONMENT OF CERTAIN STORM DRAIN EASEMENTS IN THE VICINITY OF SOUTH CEDAR STREET AND EAST APACHE BOULEVARD TO FACILITATE DEVELOPMENT OF THE PROJECT AT 1221 EAST APACHE BOULEVARD.

WHEREAS, it has been determined by the City Council that the City no longer requires a portion of the storm drain easements created by instruments recorded in Docket 7463, Pages 385 and 386, Official Records of the Maricopa County Recorder, more particularly described or depicted on Exhibit "A" attached hereto.

WHEREAS, it would appear to be in the best interest of the City of Tempe to abandon the storm drain easements.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1. That the Community Development Director is hereby authorized to take such actions as are necessary, at the sole cost and expense of the applicant, to abandon, relinquish and vacate the storm drain easements. Such abandonment shall be completed in accordance with the usual and customary procedures of the Community Development Department, including, without limitation, satisfactory relocation of any facilities located within the easements so abandoned, the granting or acceptance of new easements for such facilities, notification of affected utilities and payment by the applicant of all applicable costs, fees, and expenses associated with the relocation or abandonment of any existing facilities located within said easements.

Section 2. That all rights of the City with regard to the storm drain easements so abandoned shall vest in the record owner(s) of the adjacent property and shall be subject to the same encumbrances, liens, limitations, restrictions, easements, and estates as exist on the land of which the storm drain easements are a part.

Section 3. That the Community Development Director or designee is hereby authorized to execute any documents that may be necessary to carry out the provisions of this Ordinance. Pursuant to the City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA this _____ day of _____, 2016.

Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

EXHIBIT "A"

Wood, Patel & Associates, Inc.
(480) 834-3300
www.woodpatel.com

Revised November 4, 2015
April 24, 2015
WP# 134125
Page 1 of 2

PARCEL DESCRIPTION
The Motley
Drainage Easement Abandonment

A portion of that certain Drainage Easement described in Docket 7463, page 385, Maricopa County Records (M.C.R.), lying within the southwest quarter of Section 23, Township 1 North, Range 4 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the south quarter corner of said Section 23, a 3-inch City of Tempe brass cap in handhole, from which the southwest corner of said section, a 3½ -inch City of Tempe brass cap in handhole, bears North 89°59'38" West (basis of bearing), a distance of 2618.47 feet;

THENCE along the north-south mid-section line of said section, North 00°01'16" East, a distance of 1979.82 feet, to the southeast corner of said Drainage Easement and the easterly prolongation of the south line of that certain parcel of land described in Document No. 2005-0005204, M.C.R.;

THENCE leaving said north-south mid-section line, along the south line of said Drainage Easement and said prolongation, North 89°58'26" West, a distance of 2.00 feet, to the southeast corner of said certain parcel of land and the **POINT OF BEGINNING**;

THENCE along the south line of said certain parcel of land, continuing North 89°58'26" West, a distance of 8.00 feet, to the southwest corner of said Drainage Easement;

THENCE leaving said south lines, along the west line of said Drainage Easement, North 00°01'16" East, a distance of 169.44 feet, to the northerly line of said certain parcel of land and the northwest corner of said Drainage Easement;

THENCE leaving said west line, along said northerly line and the north line of said Drainage Easement, South 89°58'20" East, a distance of 8.00 feet;

THENCE leaving said northerly line and said north line, South 00°01'16" West, a distance of 169.44 feet to the **POINT OF BEGINNING**.

Containing 1,356 square feet or 0.0311 acres, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of January, 2014 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

X:\Y-Drive\WP\Parcel Descriptions\2013 Parcel Descriptions\134125 The Motley Drainage Easement Abandonment L04R01 11-04-15.docx



DAY AND SAM INC
 APN: 133-09-092G

SPRATLEY JAMES KEITH/
 TERRY YVETTE TR
 APN: 133-08-037

DRAINAGE EASEMENT
 ABANDONMENT

TERNYIK MICHAEL/KELLY
 A OTLEY
 APN: 133-08-036

SONORAN APACHE LLC
 APN: 133-09-096C

ATHENSON JULIE ANN
 APN: 133-08-035

L1

POINT OF BEGINNING
 SPENCE AVENUE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°58'26"W	2.00'

SOUTHWEST CORNER OF
 SECTION 23, T.1N., R.4E.
 3 1/2" CITY OF TEMPE
 BRASS CAP IN HANDHOLE

N00°01'16"E 1979.82'

SOUTH 1/4 CORNER OF
 SECTION 23, T.1N., R.4E.
 3" CITY OF TEMPE
 BRASS CAP IN HANDHOLE
 POINT OF COMMENCEMENT

N89°59'38"W 2618.47'
 E. BROADWAY ROAD

WOOD/PATEL
 MISSION: CLIENT SERVICE™
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 WWW.WOODPATEL.COM
 PHOENIX - MESA - TUCSON



EXHIBIT "A"

THE MOTLEY
 DRAINAGE EASEMENT ABANDONMENT
 REVISED 11/04/15
 WP# 134125
 PAGE 2 OF 2
 NOT TO SCALE

N:\2013\134025\Survey\Legal\4125L04R01.dwg

EXPIRES 12-31-17

**CITY OF TEMPE
REQUEST FOR COUNCIL ACTION****Council Meeting Date: 01/14/2016
Agenda Item: 6B2**

ACTION: Introduce and hold the first public hearing to adopt an ordinance authorizing the abandonment of certain fire line easements in the vicinity of South Cedar Street and East Apache Boulevard to facilitate development of the project at 1221 East Apache Boulevard. The second and final public hearing is scheduled for January 28, 2016. (Ordinance No. O2016.05)

FISCAL IMPACT: N/A

RECOMMENDATION: Adopt Ordinance No. O2016.05.

BACKGROUND INFORMATION: The owner of the property at 1221 East Apache Boulevard is proposing to construct a mixed-use project containing residential and commercial uses, as well as associated site infrastructure. To facilitate the proposed development, it will be necessary to abandon all or part of certain fire line easements serving the property. If new easements are required, they will be granted during the course of approval of the development.

ATTACHMENTS: Ordinance, Exhibit

STAFF CONTACT(S): Larry Schmalz, Principal Planner, (480) 350-8924

Department Director: Dave Nakagawara, Community Development Director
Legal review by: Cynthia McCoy, Assistant City Attorney
Prepared by: Larry Schmalz, Principal Planner

ORDINANCE NO. O2016.05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE ABANDONMENT OF CERTAIN FIRE LINE EASEMENTS IN THE VICINITY OF SOUTH CEDAR STREET AND EAST APACHE BOULEVARD TO FACILITATE DEVELOPMENT OF THE PROJECT AT 1221 EAST APACHE BOULEVARD.

WHEREAS, it has been determined by the City Council that the City no longer requires a portion of the fire line easements created by instruments recorded at Document No. 83-463048, 83-463049 and 83-463050, Official Records of the Maricopa County Recorder, more particularly described or depicted on Exhibit "A" attached hereto.

WHEREAS, it would appear to be in the best interest of the City of Tempe to abandon the fire line easements.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1. That the Community Development Director is hereby authorized to take such actions as are necessary, at the sole cost and expense of the applicant, to abandon, relinquish and vacate the fire line easements. Such abandonment shall be completed in accordance with the usual and customary procedures of the Community Development Department, including, without limitation, satisfactory relocation of any facilities located within the easements so abandoned, the granting or acceptance of new easements for such facilities, notification of affected utilities and payment by the applicant of all applicable costs, fees, and expenses associated with the relocation or abandonment of any existing facilities located within said easements.

Section 2. That all rights of the City with regard to the fire line easements so abandoned shall vest in the record owner(s) of the adjacent property and shall be subject to the same encumbrances, liens, limitations, restrictions, easements, and estates as exist on the land of which the fire line easements are a part.

Section 3. That the Community Development Director or designee is hereby authorized to execute any documents that may be necessary to carry out the provisions of this Ordinance. Pursuant to the City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA this _____ day of _____, 2016.

Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

Wood, Patel & Associates, Inc.
(480) 834-3300
www.woodpatel.com

April 23, 2015
WP# 134125
Page 1 of 3
See Exhibit "A"

PARCEL DESCRIPTION
The Motley
Fire Line Easement Abandonment

That certain Fire Line Easement described in Document No. 1983-0463048, Maricopa County Records (M.C.R.), Document No. 1983-0463049, M.C.R. and Document No. 1983-0463050, M.C.R., lying within the southwest quarter of Section 23, Township 1 North, Range 4 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the west quarter corner of said Section 23, a 3-inch City of Tempe brass cap in handhole, from which the southwest corner of said section, a 3 1/2-inch City of Tempe brass cap in handhole, bears South 00°04'50" East (basis of bearing), a distance of 2641.10 feet;

THENCE along the east-west mid-section line of said section, South 89°59'50" East, a distance of 2197.14 feet;

THENCE leaving said east-west mid-section line, South 00°00'10" West, a distance of 55.00 feet, to the south line of the north 55 feet of said southwest quarter of said section, the northwest corner of said Fire Line Easement, and the **POINT OF BEGINNING**;

THENCE along said south line, and the north line of said Fire Line Easement, South 89°59'50" East, a distance of 12.00 feet, to the northeast corner of said Fire Line Easement;

THENCE leaving said south line and said north line, along the easterly line of said Fire Line Easement, South 00°01'09" West, a distance of 139.77 feet;

THENCE South 89°58'51" East, a distance of 8.00 feet;

THENCE South 00°01'09" West, a distance of 12.00 feet;

THENCE North 89°58'51" West, a distance of 8.00 feet;

THENCE South 00°01'09" West, a distance of 64.00 feet;

THENCE South 89°58'51" East, a distance of 8.00 feet;

THENCE South 00°01'09" West, a distance of 12.00 feet;

THENCE North 89°58'51" West, a distance of 8.00 feet;

THENCE South 00°01'09" West, a distance of 95.00 feet;

THENCE South 43°02'36" East, a distance of 2.00 feet;

THENCE North 46°57'24" East, a distance of 18.00 feet;

THENCE South 43°02'36" East, a distance of 12.00 feet;

THENCE South 46°57'24" West, a distance of 18.00 feet;

THENCE South 43°02'36" East, a distance of 242.02 feet;

THENCE South 89°58'22" East, a distance of 23.00 feet;

THENCE North 00°01'38" East, a distance of 6.00 feet;

THENCE South 89°58'22" East, a distance of 12.00 feet;

THENCE South 00°01'38" West, a distance of 6.00 feet;

THENCE South 89°58'22" East, a distance of 115.19 feet;

Parcel Description
The Motley
Fire Line Easement Abandonment

April 23, 2015
WP# 134125
Page 2 of 3
See Exhibit "A"

THENCE South 00°01'09" West, a distance of 96.46 feet, to the southeast corner of said Fire Line Easement and the south line of that certain parcel of land described in Document No. 2005-0005204, M.C.R.;

THENCE leaving said easterly line, along said south line and the south line of said Fire Line Easement, North 89°59'26" West, a distance of 12.00 feet, to the southwest corner of said Fire Line Easement;

THENCE leaving said southerly lines, along the westerly line of said Fire Line Easement, North 00°01'09" East, a distance of 84.46 feet;

THENCE North 89°58'22" West, a distance of 143.40 feet;

THENCE North 43°02'36" West, a distance of 77.96 feet;

THENCE South 46°57'24" West, a distance of 12.00 feet;

THENCE North 43°02'36" West, a distance of 12.00 feet;

THENCE North 46°57'24" East, a distance of 12.00 feet;

THENCE North 43°02'36" West, a distance of 176.00 feet;

THENCE North 00°01'09" East, a distance of 327.50 feet to the **POINT OF BEGINNING**.

Containing 0.2411 acres, or 10,503 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of January, 2014 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

X:\Y-Drive\WP\Parcel Descriptions\2013 Parcel Descriptions\134125 The Motley Fire Line Easement Abandonment L02 04-23-15.Docx



WEST 1/4 CORNER OF
SECTION 23, T.1N., R.4E.
3" CITY OF TEMPE
BRASS CAP IN HANDHOLE
POINT OF COMMENCEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°00'10"W	55.00'

S89°59'50"E 2197.14'

E. APACHE BOULEVARD

POINT OF BEGINNING

FIRE LINE EASEMENT
ABANDONMENT

SONORAN APACHE LLC
APN: 133-09-096C

DAY AND SAM INC
APN: 133-09-092G

S00°04'50"E 2641.10'
S. RURAL ROAD

SOUTHWEST CORNER OF
SECTION 23, T.1N., R.4E.
3 1/2" CITY OF TEMPE
BRASS CAP IN HANDHOLE

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EXHIBIT "A"

THE MOTLEY
FIRE LINE EASEMENT ABANDONMENT
04/23/15
WP# 134125
PAGE 3 OF 3
NOT TO SCALE

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**CITY OF TEMPE
REQUEST FOR COUNCIL ACTION****Council Meeting Date: 01/14/2016
Agenda Item: 6B3**

ACTION: Introduce and hold the first public hearing to adopt an ordinance authorizing the abandonment of certain sewer line easements in the vicinity of South Cedar Street and East Apache Boulevard to facilitate development of the project at 1221 East Apache Boulevard. The second and final public hearing is scheduled for January 28, 2016. (Ordinance No. O2016.06)

FISCAL IMPACT: N/A

RECOMMENDATION: Adopt Ordinance No. O2016.06.

BACKGROUND INFORMATION: The owner of the property at 1221 East Apache Boulevard is proposing to construct a mixed-use project containing residential and commercial uses, as well as associated site infrastructure. To facilitate the proposed development, it will be necessary to abandon all or part of certain sewer line easements serving the property. If new easements are required, they will be granted during the course of approval of the development.

ATTACHMENTS: Ordinance, Exhibit

STAFF CONTACT(S): Larry Schmalz, Principal Planner, (480) 350-8924

Department Director: Dave Nakagawara, Community Development Director
Legal review by: Cynthia McCoy, Assistant City Attorney
Prepared by: Larry Schmalz, Principal Planner

ORDINANCE NO. O2016.06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE ABANDONMENT OF CERTAIN SEWER LINE EASEMENTS IN THE VICINITY OF SOUTH CEDAR STREET AND EAST APACHE BOULEVARD TO FACILITATE DEVELOPMENT OF THE PROJECT AT 1221 EAST APACHE BOULEVARD.

WHEREAS, it has been determined by the City Council that the City no longer requires a portion of the sewer line easements created by instruments recorded at Document No. 84-022868, 84-022869, 84-022870 and 84-407624, Official Records of the Maricopa County Recorder, more particularly described or depicted on Exhibit "A" attached hereto.

WHEREAS, it would appear to be in the best interest of the City of Tempe to abandon the sewer line easements.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1. That the Community Development Director is hereby authorized to take such actions as are necessary, at the sole cost and expense of the applicant, to abandon, relinquish and vacate the sewer line easements. Such abandonment shall be completed in accordance with the usual and customary procedures of the Community Development Department, including, without limitation, satisfactory relocation of any facilities located within the easements so abandoned, the granting or acceptance of new easements for such facilities, notification of affected utilities and payment by the applicant of all applicable costs, fees, and expenses associated with the relocation or abandonment of any existing facilities located within said easements.

Section 2. That all rights of the City with regard to the sewer line easements so abandoned shall vest in the record owner(s) of the adjacent property and shall be subject to the same encumbrances, liens, limitations, restrictions, easements, and estates as exist on the land of which the sewer line easements are a part.

Section 3. That the Community Development Director or designee is hereby authorized to execute any documents that may be necessary to carry out the provisions of this Ordinance. Pursuant to the City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA
this _____ day of _____, 2016.

Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

EXHIBIT "A"

Wood, Patel & Associates, Inc.
(480) 834-3300
www.woodpatel.com

Revised November 4, 2015
April 24, 2015
WP# 134125
Page 1 of 3

PARCEL DESCRIPTION
The Motley
Sewer Easement Abandonment

That certain Sewer Easement described in Document No. 1984-0407624, Maricopa County Records (M.C.R.), Document No. 1984-0407625, M.C.R., Document No. 1984-0407626, M.C.R., Document No. 1984-0022868, M.C.R., Document No. 1984-0022869, M.C.R. and Document No. 1984-0022870, M.C.R., lying within the southwest quarter of Section 23, Township 1 North, Range 4 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the south quarter corner of said Section 23, a 3-inch City of Tempe brass cap in handhole, from which the southwest corner of said section, a 3 1/2-inch City of Tempe brass cap in handhole, bears North 89°59'38" West (basis of bearing), a distance of 2618.47 feet;

THENCE along the north-south mid-section line of said section, North 00°01'16" East, a distance of 1979.82 feet, to the easterly prolongation of the southerly line of that certain parcel of land described in Document No. 2005-0005204, M.C.R.;

THENCE leaving said north-south mid-section line, along said prolongation and said southerly line, North 89°58'26" West, a distance of 73.57 feet, to the southeast corner of said Sewer Easement and the **POINT OF BEGINNING**;

THENCE along the southerly line of said Sewer Easement, continuing North 89°58'26" West, a distance of 16.43 feet, to the southwest corner of said Sewer Easement;

THENCE leaving said southerly lines, along the southwesterly line of said Sewer Easement, North 43°02'42" West, a distance of 138.17 feet;

THENCE North 89°58'28" West, a distance of 63.00 feet;

THENCE North 43°02'42" West, a distance of 209.60 feet, to the westerly most corner of said Sewer Easement;

THENCE leaving said southwesterly line, along the northwesterly line of said Sewer Easement, North 46°57'18" East, a distance of 12.00 feet;

THENCE South 43°02'42" East, a distance of 7.70 feet;

THENCE North 46°57'18" East, a distance of 49.92 feet, to the northerly most corner of said Sewer Easement and the easterly line of said certain parcel of land;

THENCE leaving said northwesterly line, along said easterly line and the northeasterly line of said Sewer Easement, South 43°02'34" East, a distance of 12.00 feet;

THENCE leaving said easterly line, South 46°57'18" West, a distance of 49.92 feet;

THENCE South 43°02'42" East, a distance of 184.70 feet;

THENCE South 89°58'28" East, a distance of 63.00 feet;

Parcel Description
The Motley
Sewer Easement Abandonment

Revised November 4, 2015
April 24, 2015
WP# 134125
Page 2 of 3

THENCE South 43°02'42" East, a distance of 154.60 feet to the **POINT OF BEGINNING**.

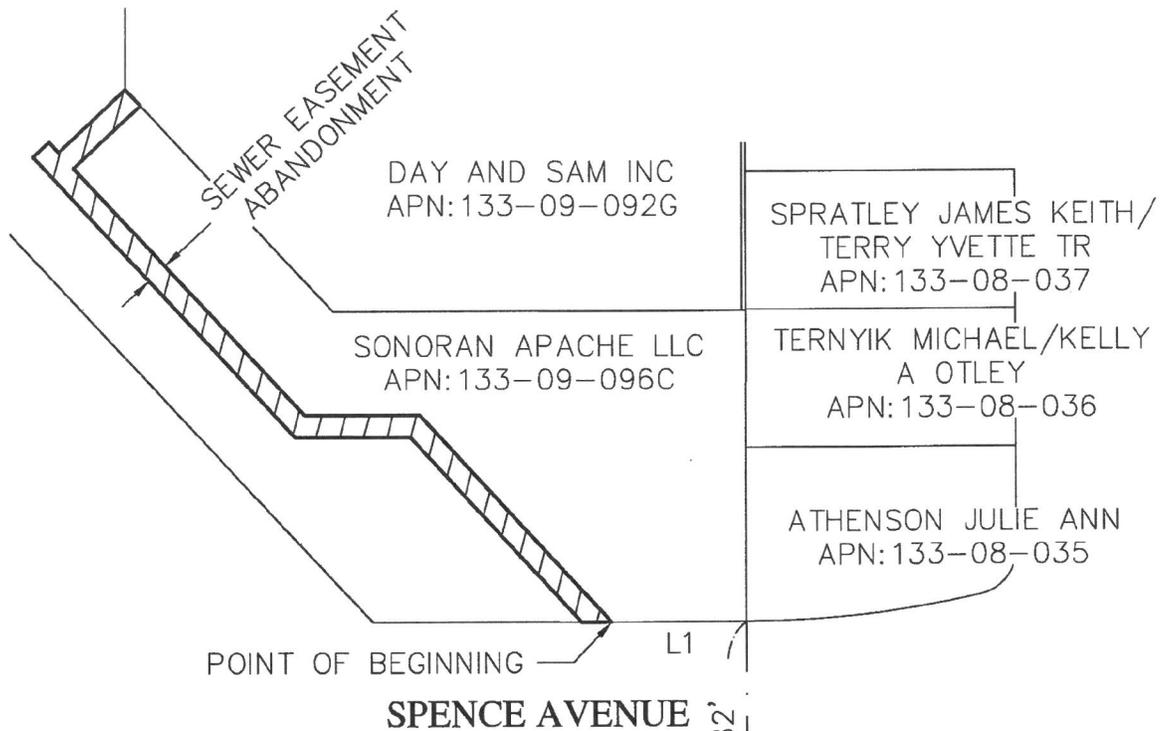
Containing 5,596 square feet or 0.1285 acres, more or less.

Subject to existing rights-of-way and easements.

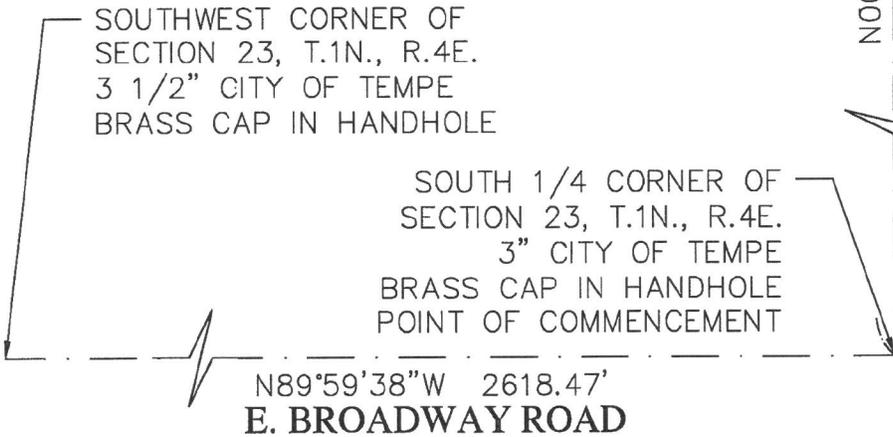
This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of January, 2014 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

X:\Y-Drive\WP\Parcel Descriptions\2013 Parcel Descriptions\134125 The Motley Sewer Easement Abandonment L05R01 11-04-15.docx





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°58'26"W	73.57'



WOOD/PATEL
 MISSION: CLIENT SERVICE™
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EXHIBIT "A"
 THE MOTLEY
 SEWER EASEMENT ABANDONMENT
 REVISED 11/04/15
 WP# 134125
 PAGE 3 OF 3
 NOT TO SCALE



**CITY OF TEMPE
REQUEST FOR COUNCIL ACTION**

**Council Meeting Date: 01/14/2016
Agenda Item: 6B4**

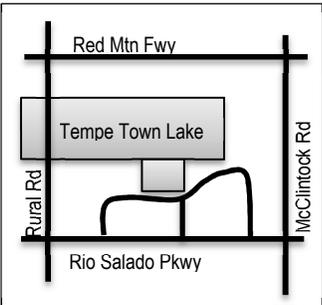
ACTION: Introduce and hold the first public hearing to adopt an ordinance for an Amended Planned Area Development Overlay, and a Development Plan Review consisting of a mixed-use development for THE PIER, located at 1190 East Vista del Lago Drive. The applicant is Darin Sender of Sender Associates. The second and final public hearing is scheduled for January 28, 2016. (Ordinance No. O2016.07)

FISCAL IMPACT: While this ordinance change does not directly impact revenue, the planned development will result in collection of the standard development fees, calculated according to the approved fee structure at the time of permit issuance.

RECOMMENDATION: Adopt Ordinance No. O2016.07
Staff – Approval subject to conditions
Development Review Commission – to be determined on January 12, 2016.

BACKGROUND INFORMATION: THE PIER (PL150426) is located on the south side of Tempe Town Lake, west of Tempe Marketplace, east of Arizona State University within an existing Planned Area Development approved in 2007. The development was subdivided and street improvements installed; the lots have remained undeveloped. Lot 5 of the development was originally proposed for a hotel use. The proposed project would amend the site plan and development standards of the existing PAD to accommodate a new mixed-use development of residential, retail and restaurant uses along the lakefront. A pedestrian tract to the east would be developed by the owner of the lot to the east, and the shared access drive on the west adjoins with a lot owned by the City of Tempe. The proposed building would contain four levels of underground structured parking under the entire footprint of the site, and 22 floors of market rate apartments over first floor retail and restaurant uses. The request includes the following:

1. Planned Area Development Overlay Amendment for 551 apartments, 17,309 s.f. of retail, 8,245 s.f. of restaurant and 3,959 s.f. of outdoor dining, 1,106 parking spaces, development standards for 293 foot maximum building height, 208 dwelling units per acre density, 31' front setback, 15' side setback and 18' rear setback on 2.6 acres.
2. Development Plan Review including site plan, building elevations, and landscape plan



Property Owner	Rob Fransway, Springbrook Development
Applicant	Darin Sender, Sender Associates
Zoning District	MU-4, Rio Salado Overlay District, Pier PAD
Gross/Net site area	2.624 acres (115,395)
Density	208 du/ac
Total Building Area	1,345,926 s.f.
Lot Coverage	61.48% (70,947 s.f.) (61.15% maximum allowed existing PAD)
Building Height	293 ft (251'8" maximum allowed existing PAD)
Building Setbacks	31' front, 28' west side, 15' east side, 18' rear (no standards determined in existing PAD)
Landscape area	12.26% (14,156 s.f.)
Vehicle Parking	1106 spaces, including 90 tandem and 26 compact (1197 code required, tandem allowed by use permit, compact not included) (existing PAD required 433, provided 565 including 78 tandem)
Bicycle Parking	626 spaces (548 code required)

ATTACHMENTS: Ordinance, Development Project File

STAFF CONTACT(S): Ryan Levesque, Deputy Community Development Director – Planning, (480) 858-2393

Department Director: Dave Nakagawara, Community Development Director
Legal Review by: Teresa Voss, Assistant City Attorney
Prepared by: Diana Kaminski, Senior Planner

COMMENTS:

Lot 5 is bordered by Tempe Town Lake on the north side, Vista Del Lago Drive on the south side, a City owned parcel to the west and a privately owned tract dedicated for a pedestrian plaza on the east. The property is within the existing Pier 202 Subdivision east of Rural Road, west of McClintock Drive, and north of Rio Salado Parkway. Nearby uses include Tempe Marketplace to the east, Karsten Golf Course to the south, ASU to the southeast, and State Farm offices to the west. The area is located within an existing 2007 Planned Area Development of nine lots ranging in height from 187 to 310 feet within the Rio Salado Overlay District. The proposed building consists of two 23 story towers, each approximately 293 feet in height to the top of the mechanical equipment screening, connected at levels 3 through 6 by a bridge of units and an amenity deck. The building is oriented with the towers on the east and west sides of the lot, with the center of the structure shaded by the towers and allowing views through to the Town Lake. The first floor includes entrance to the garage centered on the lot, restaurant and retail uses wrapping the interior first floor court yard amenity area that is publicly accessible between the street and Town Lake. The project is proposed to be phased, with the first phase being the 4 levels of underground parking, the podium level and the eastern tower. Phase two would be the second tower.

This request includes the following:

1. Amended Planned Area Development to modify the standards for density, lot coverage, landscape area, building height, setbacks and vehicle parking.
2. Development Plan Review which includes: a 23 story building with proposed uses that include residential apartments, restaurant and retail with below grade parking, within 1,345,926 s.f. of building area on 2.6 net acres.

The Development Review Commission heard the request, including a request for a use permit for 90 tandem parking spaces on January 12, 2016. The applicant is requesting the City Council take action on the items listed above. As a result of this development request the applicant will seek to abandon a portion of City right of way along Vista Del Lago for future purchase of such property by City Council. The applicant wishes to incorporate street parking on site, and obtain full use of the land underground for a parking structure, extending the four levels of garage below to the southernmost property boundary. Conditions of approval have been included to address this request.

PRELIMINARY SITE PLAN REVIEW

8/5/2015 first review comments:

- Staff referred applicant to existing PAD for site circulation, public open space and existing development standards.
- Parking spaces in right of way were shown on private property, proposing abandonment of ROW for on-street parking spaces to be incorporated onto private property.
- Provide access drive on-site on east side to provide refuse access, delivery to restaurant and resident move-in off street, from a drive on applicant's property not in pedestrian plaza tract.
- Reminder about Federal Aviation Administration Review, Flood Control District Review, Encroachment Permit and Public Utility Easement requirements and other technical details.

9/16/2015 second review comments:

- Direction for west side circulation shared with city parcel and desire for a pedestrian connection to the lake levee with shade trees along west side was later addressed.
- Direction for removal of reference to east tract design unless authorization of property owner is provided, the proposed landscape design was later removed.
- Direction that an on-site refuse circulation plan be utilized on the east side of the site, to provide safe drive access into the refuse room, as well as a service corridor for the restaurant deliveries and resident move-in needs.
- Public Utility Easement on south side of lot needs to be maintained and hydrants must be on site, this was later addressed.
- Compact parking spaces not recognized by city code, and tandem spaces require a use permit; a parking study was provided and the use permit for tandem was requested.
- Provide shade trees along south and west side of site, and where possible along the north side; trees were provided in planter pots.
- Referred applicant to existing landscape masterplan for plants along lakefront, pedestrian corridors and street front.
- The number of residential units increased from 523 to 551.

10/28/15 third review comments:

- Refuse circulation and access not resolved.
- Public utility easement on south side not resolved.
- Fire command room locations not resolved.
- Demonstrate compliance with the building code requirements for building setbacks needed for open balconies and non-rated walls.
- Recommendation to shift building 20+ feet to the west to accommodate a drive access on the east side to serve solid waste collection, restaurant deliveries and move-in needs.
- All trees had been removed from the landscape plan on the south side, new comment to add street trees and landscape islands at ends of 2 parking rows along street front. 14 trees originally proposed/approved in Pier 202.
- Required street trees or landscape island trees could not be palm trees.
- Recommendation to remove south row of tandem spaces on first subterranean level of garage, to accommodate required public utility easement and street trees.

11/9/15 revised submittal response to Site Plan Review Comments

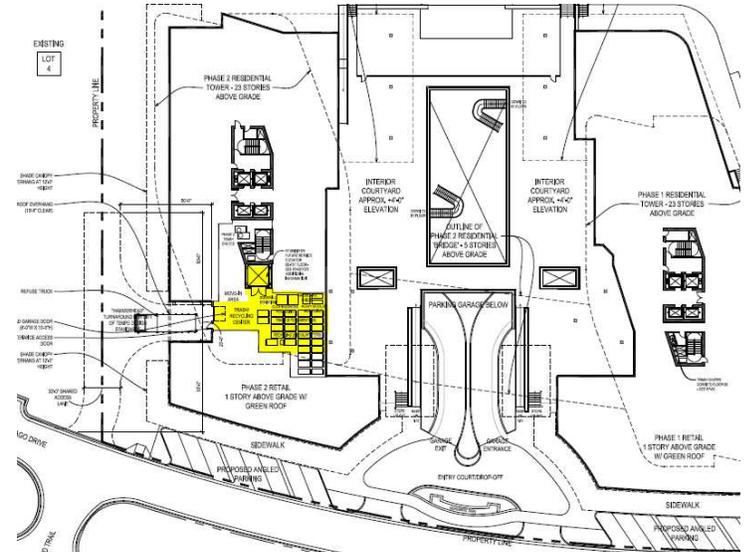
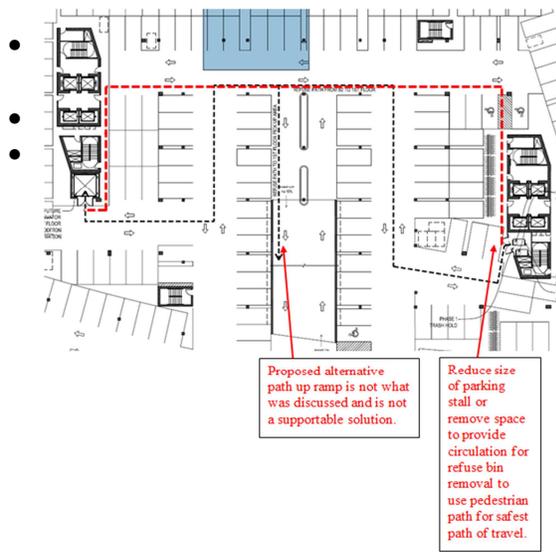
- Applicant does not want to shift building to the west to accommodate a drive access along the eastern side, to service refuse collection, move-in traffic and restaurant service vehicles.
- Building Safety Code requires separation adjacent to property lines; this had not been addressed and resulted in the east side setback of 5' being too close to allow patios and glass window walls.
- The public utility easement was proposed to be located inside the garage for dry utilities.
- Comments related to water/sewer/stormwater and utilities had not yet been addressed.
- Landscape trees were directed to be put in soil, not in pots, and to be Ash Trees to match the existing PAD masterplan for the overall development. The Ash tree was a condition of approval on the adjacent site.
- Water meters were shown on north side of site, water utilities staff required them be located on the south side.
- Staff provided the design guidelines for the Pier 202 masterplan as well as the Rio Salado landscape masterplan, and requested a landscape design inclusive of the levee portion in front of this project.
- Regarding elevations, staff indicated the 75% light reflectance limit, requested more variation in materials at the pedestrian level (which is largely storefront glazing).
- Staff requested a change to the finish of the mechanical equipment, which is shown as painted white metal, to be a natural metal material, not painted white.

11/18/15 revised submittal

- The building shifted west to comply with building code setback requirements to allow the building elevation design to remain with full glazing, unlimited openings and patios.
- Public Utility Easement was proposed to be located inside the garage for dry utilities. This solution was reviewed by Development Services staff and determined potentially feasible although less than ideal. This concept will require review and written approval by all public dry utility providers. Staff has provided analysis of the project in terms of impacts if permission is not granted and the PUE must be maintained in soil, outside of the parking garage.
- Storm water conveyance was shown within the street, triggering additional engineering requirements for paving.
- Water meters shown on north side of site, not south side as indicated by water utilities department comments, this was revised by a later submittal.
- The landscape plan included 2 forms of fountain grass and turf along the levee, but no additional vegetation. Although the levee is restricted in allowed plant material by the U.S. Army Corps of Engineers and Flood Control District of Maricopa County, staff will be conditioning that further plant material be incorporated into the public park area. Staff forwarded the landscape plans to Flood Control District of Maricopa County for review of the proposed levee improvements and has not yet received comments on the proposed design.
- Street trees and landscape island trees are provided in planters that are 2' above grade and 2' below grade, providing a 4' soil depth to meet street tree requirements. A few of the proposed street trees remained palm species, not shade trees as required.
- A solid waste solution was proposed that Solid Waste Services agreed to but did not consider an ideal solution. The applicant does not wish to use compactors, a standard mechanism for refuse collection in larger scale buildings. All

refuse collection for tower 1 (east side) will be delivered by chute to the basement (parking level) to a 3 yard recycle bin and a 3 yard refuse bin. Refuse bins from Tower 1 will be hand pushed to the service elevator in tower 2, and be taken up to the ground floor storage room for solid waste service collection from the drive on west side. Restaurant food service delivery will use same west drive entrance and same service elevator down to the parking garage and back up into Tower 1 to access east side. All residents will move in and out using the west side drive and service elevator in each tower.

- Sanitation services has accepted the proposed plan, with the modification to sheet RP-02: refuse is not to be wheeled up the center drive aisle to the first floor, it is all to follow the shortest, safest path of travel within the garage to the elevator per earlier conversations. Due to the proposed refuse solution, a condition has been added that requires the service elevator and refuse storage room portion of phase two tower to be constructed as part of phase one. The refuse transport and storage solution cannot be left unresolved until a future phase of development. If phase two does not occur, then the service core will need to be designed aesthetically and functionally without the second tower.



Another condition has been added that phase one be designed with infrastructure and space to accommodate a compactor, in the event that after operations commence refuse collection warrants a different solution. Staff consulted with Maricopa County Health Department Environmental Services Division regarding the proposed refuse transport, storage and removal solution with the use of one service elevator for all solid waste on site and the deliveries of restaurant food. The County staff strongly advised that “the owner/developer of the premises/project provide a separate/alternative service entrance/ means for the proposed restaurant in order to accommodate all operational food and beverage deliveries, proper refuse removal, and thereby minimizing potential health concerns and the creation of hazards and nuisances.” Based on this advice a condition has been added to design the building to accommodate separate food delivery for the restaurant.

PUBLIC INPUT

- Neighborhood meeting required
- Neighborhood meeting held: November 4, 2015 from 6:00 p.m. to 7:00 p.m. at 464 S Farmer Ave #101, Tempe
- No members of the public attended. Three members of the applicant development team attended.
- Community Development staff attended.
- At the completion of this report, there has been one public request for information regarding the project, but no public inquiries or comments regarding the project.

PROJECT ANALYSIS

RIO SALADO MASTERPLAN

The land surrounding the Town Lake is part of the Rio Salado Overlay District and part of a multi-decade master plan for improvements to the area. The goals of the master plan are to:

- provide flood control
- encourage development
- promote recreation
- utilize sensitive environmental planning
- improve regional quality of life
- provide educational opportunities
- maintain regional and historical context
- attain the best economic and social benefits for citizens.

These goals drive all projects within the area. Flood Control District of Maricopa County, and the U.S. Army Corps of Engineers have final approval of any landscape within the flood channel on the banks of the Town Lake. This impacts the potential for shade and use of vegetation. This site was originally planned for a Peabody Hotel and mixed uses surrounding the project in 1998. Subsequent economic events resulted in multiple entitlements without development being realized. As a long range project covering some of the last vacant property in Tempe, the development that occurs is intended to be long-standing rather than short-lived in nature. The use of appropriate landscape material, including non-invasive plants, native species, and vegetation that provides habitat value is encouraged. Shade, public access, open space, and opportunities for different forms of recreation, entertainment, amenities and education are encouraged. The proposed project helps energize the east end of the lake, respective of flood control requirements, appropriate development in terms of scale and intensity for the location, uniquely landscaped, with a sustainable operation plan that provides opportunities to educate residents and guests about environmentally sensitive lifestyles. The proposed project substantially meets the goals of the Rio Salado Masterplan, and would set the design standard within the Pier development.

PLANNED AREA DEVELOPMENT

The existing Planned Area Development consists of 9 individually platted lots around existing public street infrastructure, existing light fixtures, hydrants and street tree designations. The site was originally identified as Lot 4A in Pier 202, a 285 room hotel lot. The property is now identified as Lot 5, proposed for 551 apartments. The applicant is proposing to modify the standards to maximize underground parking to the edge of the property lines and increasing building height, parking demand and density. The result of these changes would be a phased 551-unit apartment community within two 23-story towers wrapped on the lower level by a large restaurant tenant and retail/commercial uses surrounding the ground floor. The change in density is required since this lot previously had no density designation. The increase in height is within the limits of the tallest building proposed within the existing PAD, but may not have been necessary if the applicant had not increased the unit count. The applicant has provided a letter of intent explaining the need for the modifications to the existing development standards. The slight modifications to lot coverage and setbacks are not significant. The reduction of landscape area, increase in density and overall intensification of the site are significant. The traffic impact statement has been updated and reviewed and accepted by traffic engineering staff. A summary of the prior traffic generation to the projected traffic generation is provided below from the November 11, 2015 Traffic Impact Study:

Table 3: Trip Generation Comparison

Land Use	Weekday Generated Trips						
	Daily Total	AM Peak Hour			PM Peak Hour		
		Enter	Exit	Total	Enter	Exit	Total
Pier 202 Lot 4	4,736	134	76	210	211	182	393
The Pier Development	4,182	44	154	198	213	136	349
Difference	-554	-90	+78	-12	+2	-46	-44

The purpose of the Planned Area Development is to facilitate development of a project and design that could not be built with the existing development standards, either the standards within the Zoning and Development Code, or within the PAD. Lot 5 is a relatively square property, with a public plaza planned to the east. The original site was designed with standards to accommodate a 251 foot tall 285 room hotel with a 15, 000 s.f. spa, 19,000 s.f. of restaurant space, 7,000 s.f. of retail space and a 20,000 s.f. conference center. This site had a significant parking reduction that appeared to rely on the overall parking scheme of the Pier 202 masterplan to meet parking demand. Although building mass and form and some of the on-site amenities may be similar, the parking demands and site functions vary with the change of use from hotel to residential. The proposed plan also takes into account that there is no guaranteed reliance on adjacent sites for parking provision or customer cross-over, since there are no existing developments within Pier 202. Although other projects have been entitled, like the Peabody Hotel (a 1,000 room 315 foot tall building with 2,269 parking spaces) proposed in 1998, none of these have been built. The proposed development assumes a long-term investment that anticipates development without assuming a timeframe for built capacity. It is designed to be self-reliant but fit within the larger programmed vision of Pier 202. A summary of existing and proposed development standards is provided:

THE PIER – PAD Overlay				
Standard	EXISTING MU-4 PAD (most flexible standard per lot)	EXISTING MU-4 PAD for LOT 5	PROPOSED MU-4 (PAD)	Change Compared to Lot 5
Residential Density (du/ac)	107 du/ac Lot 9	0	210	Increase
Residential Units / Hotel Rooms	384 Lot 9	0 / 285 rooms	551	Increase
Building Height Maximum	309' 6" Lot 9	251' 8"	293	Increase
Maximum Lot Coverage (% of net site area)	71.6% Lot 9	61%	60%	Decrease
Minimum Landscape Area (% of net site area)	28.4% Lot 1	39%	11%	Decrease
Setbacks (feet)				
Front (south)	Varied w/ lot location	21'6"	31'6"	Increase
Side (west side)		30'11"	28'9"	Decrease
Side (east side)		18'10"	15'3"	Decrease
Rear (north, lakefront)		34'3"	18'5"	Decrease
Vehicle Parking Required/Provided Tandem Parking	Varied Per Lot / All but Lot 5 provided more parking than required by code	806 required / 565 provided	1,197 spaces required/ 1,106 spaces provided	Decrease in provided parking
Compact Spaces	108 tandem Lot 1	39 tandem	90 Tandem	Increase in Tandem
	72 compact Lot 9	0	26 Compact	
Motorcycle/Scooter Parking Bicycle Parking Required/Provided	Not identified Not Identified	Not identified Not identified	33 spaces 548 required / 626 provided	Increase
Breakout of Uses:	Varied per Lot	Total Building Area for Hotel, Conference Center, Spa, Restaurant, Bar: 327,500 s.f.	17,309 s.f. 8,245 s.f. 3,959 s.f. 88 studio 247 1-bdrm 208 2-bdrm 8 3-bdrm	Total Building Area for Retail, Restaurant, Residential: 1,345,926 s.f.

PARKING REDUCTION

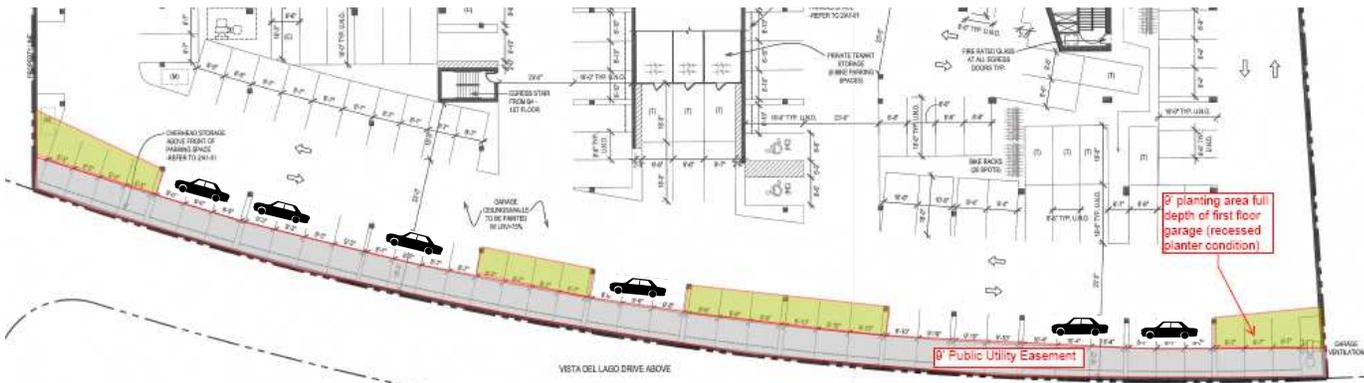
The parking demand, both required and provided, are almost one third of the entire Pier 202 parking provisions for all nine lots. The applicant is proposing a parking reduction as a part of the requested Planned Area Development. The required parking is 1,197 spaces; the proposed parking is 1,106 spaces, inclusive of 45 tandem and 26 compact stalls. This reduction excludes the 17 proposed on-street parking spaces to be maintained by the owner for public use. The project also proposes 33 motorcycle/scooter spaces on site and 626 bicycle parking spaces (548 bicycle spaces are required by code). On the next page is a comparison of projects within the area.

COMPARISON OF UNIT MIX, PARKING RATIOS AND COMMERCIAL COMPONENTS OF ENTITLED DEVELOPMENTS WITHIN THE RIO SALADO OVERLAY AREA.

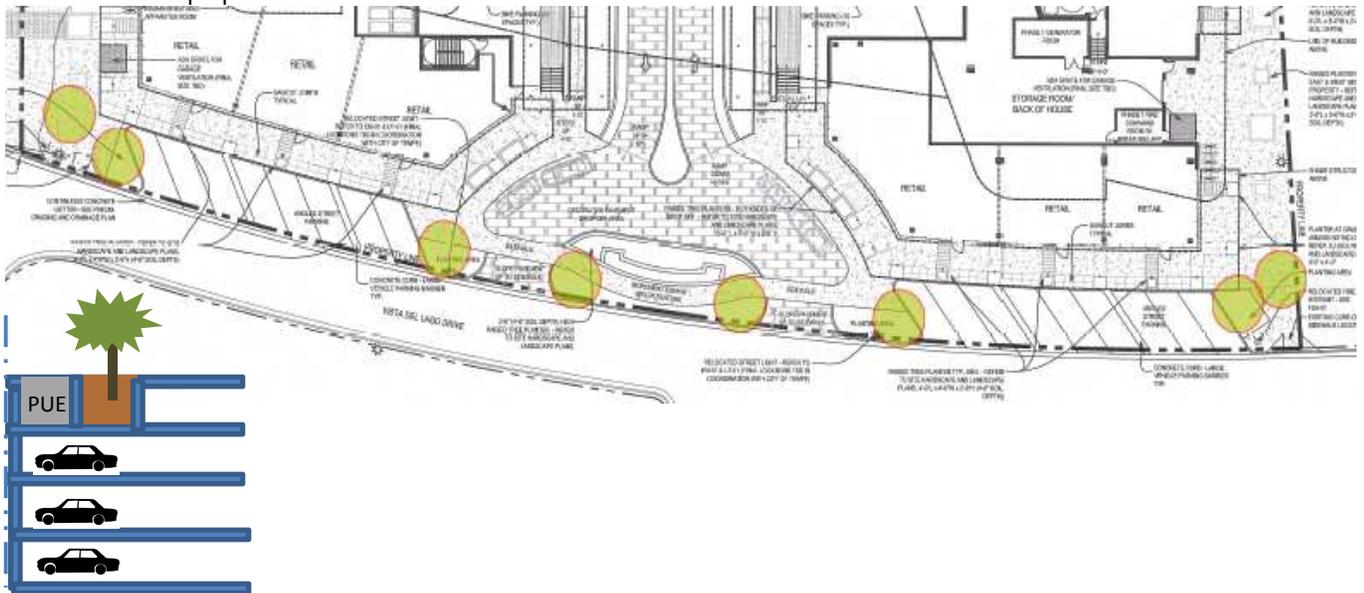
Project	# of Live/Work	# of Studio	# of 1 bedroom	# of 2 bedroom	# of 3 bedroom	Total unit #	Parking Required by Code	Parking Provided by Entitlement	Parking Ratio/Unit	Square Footage of Commercial	Parking Required by Code for Commercial Uses	Parking Allowed IF Site were in TOD	Parking Allowed IF Site were in Downtown Parking Standards	TOTAL PARKING REQUIRED ON SITE	TOTAL PARKING PROVIDED ON SITE
Regatta Point	10	11	73	68	0	162	307	275	.85 per bedroom	5828 s.f. (commercial portion only of the live work units)	included as guest parking	212	122	288	275
Riverwalk (Trillium)	0	86	152	164	64	466	895	892 (+ 23 RV)	1.91	NOT MIXED USE	N/A	662	341	882	903
Sotello Lofts	0		36	98	36	170	357	365	.93 per bedroom	NOT MIXED USE	N/A	289	148		
Archstone	0		97	116	21	234	477	432	.9 per bedroom	NOT MIXED USE	N/A	341	183	479	432
Argo	9	32	135	136	16	328	631	564 (guest parked at .2 per unit)	1.16 per bedroom	7,172 sf retail/restaurant/office + 6,068 s.f. live work = 13,240 s.f.	456 (7,172 sq ft counted as retail)	24	250	631	564
Tempe Townlake Residential	3	40	171	76	0	290	534	420 (guest parked at .1 per bedroom)	1.1 per bedroom	4,490 s.f.	15	358	203	549	410
The Pier Lot 1		Information not itemized in PAD				105	184	194	1.85	17,000 s.f. Retail and 7,000 s.f. Restaurant and 230,000 Office	916	879 + residential		1,100	1,124 garage 54 tandem
The Pier Lot 9		Information not itemized in PAD				384	672	710	1.85	13,000 s.f. Retail and 15,000 s.f. Restaurant and	243	183 + residential		915	1,077 garage 42 tandem 72 compact
The Pier Lot 6		Information not itemized in PAD				302	529	559	1.85	15,000 s.f. Retail and 5,000 s.f. Restaurant and	118	87.5 + residential		647	680 Garage 50 tandem
The Pier Lot 4		Information not itemized in PAD				79	138	146	1.85	NOT MIXED USE	N/A			138	146 garage 10 tandem
The Pier Lot 5	0	88	247	208	8	551	1005	914 (880 for residents, 34 for guests)	1.17 per bedroom	17,309 s.f. Retail and 8,245 s.f. Restaurant and 3,959 Outdoor Dining	192 spaces	817 spaces	435	1197 spaces	945 standard spaces 45 tandem spaces 26 compact spaces for a total of 1,106 spaces.

The applicant has provided a parking study to justify a 91 space reduction from 1,197 spaces to 1,106 spaces inclusive of 45 tandem and 26 compact spaces. Staff has reviewed the parking study and is in support of the proposed reduction. However, staff has a condition of approval which would potentially impact 37 spaces located on the south side of Level B-1 in the garage, potentially reducing the parking to 1,069 spaces. These spaces are proposed to be located in an existing Public Utility Easement (PUE) intended to serve public utilities to this site and adjacent properties. The PUE is required to include the first 9' from the property line north, across the front of the lot, and be located in soil of a minimum depth of 9' to allow separation between potential utilities. The proposed design solution builds the underground parking structure to the property line, with water and sewer utilities in the street (backflow preventer and meter must be on site); dry utilities would be on site, in conduit provided in airspace inside the garage. The applicant has indicated that this solution has been done in other places. This solution would require written approval of all public utility providers prior to submittal of construction documents. If permission is not granted to relinquish the existing in-soil PUE staff has proposed a solution, then another design solution must accommodate the 9' PUE outside of the garage within the first level of parking.

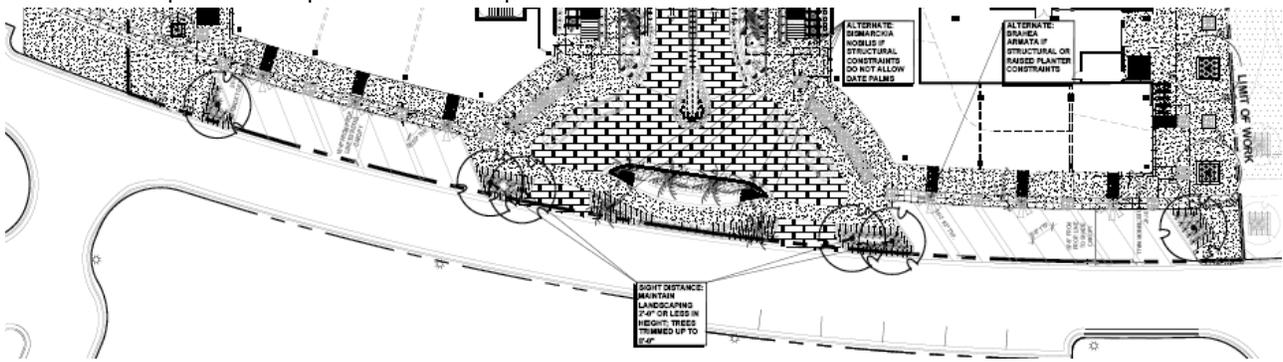
On the next page is an illustration of the approximate underground basement level impacts to parking with the PUE shown in the first 9' as grey. The green areas are proposed to address requisite street tree planting areas as described below the image. This solution would allow limited parallel parking spaces on the first floor garage; subsequent lower floors would retain full use of the area for parking as proposed. Other design solutions may be feasible; therefore the condition supports other solutions that may not have been considered, as long as the public utility easement is maintained in a manner that functions for requisite utilities.



There is a requirement for street trees outside of the PUE and 20' from water utilities and hydrants. The proposed underground garage leaves limited surface soil on site for trees. The original approved Planned Area Development had 39% landscape area and 14 street trees lining the north side of Vista Del Lago Drive. With the current layout, the 11% landscape area has all trees on site in containers, limiting their size, structural stability and longevity. Staff identified 8 tree locations as a compromise to the approved 14, which would require removal of parking spaces on the first floor, for a recessed (in ground) planter of a size large enough to meet the minimum square footage area to sustain required trees. Below is a sketch of the location of proposed trees.



The applicant has provided a design solution for the street trees, which places them in 4' deep soil beds, recessed 2' into the ground. The landscape plan has six Chinese Pistache and four Palm Trees. The street tree within Pier 202 is Velvet Ash. A condition has been added to conform to the Pier 202 street tree palette unless the entire plant landscape plan is reviewed and revised as part of a comprehensive masterplan.



The waterline and sewer line at the south end of the property and any connections to these lines must be kept external to the garage and under earth cover. The water meters currently proposed on the north side of the site need to be located on the south side of the site, along with the backflow preventer, outside of the right of way. The storm water drainage system must also be outside of the garage and connect to the existing system within the street right of way. Regarding any other utilities, the applicant will have to obtain separate approval from each utility and also meet any building code requirements prior to submittal of construction documents for permit review. The condition of approval requires that if the public utilities do not provide written approval of the proposed in-garage design solution for the PUE prior to submittal of construction documents, the parking spaces shall be removed from the PUE and provided in soil. With regard to the potential 31-37 parking space reduction, the following analysis supports the parking reduction if determined to be necessary for construction to proceed in a timely manner:

- The project was originally proposed for 523 residences, 18,055 s.f. of retail, 8,245 s.f. of restaurant with 3,028 s.f. of outdoor dining. The formal submittal *increased to 551 residences*, decreased to 17,309 s.f. of retail, and remained the same 8,245 s.f. of restaurant with a larger 3,959 s.f. outdoor dining area. The increase in residences also increased the requirement for parking.
- By comparison to other projects around the lake, the parking ratio for resident parking is appropriate, and a reduction by shared parking for the guest and commercial uses is appropriate, however a larger parking ratio reduction could be taken for the project as indicated within the parking study, which cited the 4th Edition Institute of Transportation Engineers (ITE) Parking model for high-rise apartments of this site to be 1.52 vehicles per dwelling unit or 838 parking spaces needed for the 85th percentile peak demand period. The 914 spaces provides 76 more spaces than what the ITE indicated peak demand would be; supporting a further reduction by 37 spaces and still providing 39 spaces more than the cited model.

Section 6-305 D. Approval criteria for P.A.D. (*in italics*):

1. *The development fulfills certain goals and objectives in the General Plan and the principles and guidelines of other area policy plans. Performance considerations are established to fulfill those objectives.*
2. *Standards requested through the PAD Overlay district shall take into consideration the location and context for the site for which the project is proposed.*
3. *The development appropriately mitigates transitional impacts on the immediate surroundings.*

DEVELOPMENT PLAN REVIEW

Site Plan

Lot 5 is located in the middle of the existing street infrastructure of Pier 202. The site layout is oriented to maximize views of the lake both to residents on site and to adjacent properties. The footprint is a podium structure over four subterranean floors of parking. The east and west sides of the site vary from 322' to 257' deep, the north side is 308' wide along the lake front, and the south side street front is approximately 402' in a slight curve along Vista Del Lago Drive. The applicant would like the opportunity to work with the adjacent property owner to the east to design and develop the pedestrian plaza area facing the eastern side of the proposed building, which is lined with retail shops and a large restaurant space at the north east corner. At this time there is an existing conceptual design for this area, but no changes are proposed with this request. A separate Development Plan Review would be necessary with the adjacent property owner to modify the eastern tract. The north side has outdoor dining, a zero edge swimming pool with water feature overlooking the lakefront promenade. One challenge with this site is that due to the underground parking structure proposed at the property lines, and the existing utility restrictions and the levee location, there is no room on site for in-ground trees. All trees are contained within planter boxes either above ground or partially recessed. There is a bank of large transformers in an existing utility easement at the north east corner of the site. The applicant is proposing to reduce the size of the easement, and utilize the area to landscape and screen the existing transformers in place. The existing levee serves as a part of a required fire access lane around the development and lake. A portion of the fire access easement is on site, also restricting where trees can be planted. The west side is adjacent to a property owned by the City of Tempe, planned for future development. The applicant is proposing a shared access drive to allow refuse and delivery access to the site as well as fire access. This drive would be developed as part of phase one of the project, and would terminate approximately half way up the west side of the sites. The remainder of the west side would be pedestrian plaza space. The existing parallel parking spaces on the street front are being proposed to be redesigned as

angled parking to accommodate more on-street public parking. These spaces are currently within the right of way. The applicant is proposing to purchase the land for incorporation into Lot Five, through an amended Subdivision Plat. This agreement would require that the parking be built and maintained by the property owner but accessible to the public and managed by the City of Tempe, not included in the parking calculation for this site. The circulation to the site is from one public entry between the two towers, overlooking a pedestrian courtyard and leading to a glass enclosed amenity space below on the first floor parking level. The towers are off-set to maximize views, and provide sunlight between the towers. The first floor of the parking garage has a landscaped courtyard that serves as a light well to the garage, the courtyard has a reflecting pool, outdoor lounge and seating area with fire pit and a fountain surrounded by curtain walls of glazing looking into the fitness center, club room, lounge, and leasing office. Behind this amenity area is a bicycle storage and repair room. This activation of the first floor parking area is a unique design feature that increases security with staff, guests and residents having surveillance of the garage. From the street front, the public can walk along the east and west sides where retail lines the first floor under a shaded awning. The south side street front has retail flanking the main drive entry, and is set back with a trellised canopy shading a 12 foot sidewalk along the south side. Entering the site between the towers leads to a raised podium level that passes under an upper level bridge between the towers. The bridge is lined with plants and creates a pedestrian scale between the towers before opening up to the vista of the lake, and looking down into the courtyard below on the parking level. This courtyard includes a swimming pool and hot tub secured for residents, large outdoor lounge areas with seating, grills and fire pits, reflecting pools and fountains. It does not appear that accommodations were provided for residents to store boats or have access to boats on site. Bike parking is in open hoops in the garage, rather than in storage rooms for residents; providing secured bike storage rooms would encourage bicycle use. Pedestrians can access the restaurant or pass through to the Town Lake path system. The restaurant includes a large outdoor seating area overlooking the lake. At the third floor level, the bridge connection adds residences between the towers for the next three floors. The retail space along the street front has high ceiling storefront in a single story, with rooftop gardens above. Plants can be viewed from the street front, from the public plaza level, and from the residences above. Additional rooftop gardens with amenities are located on the fifth floor on the north side. The site has unique building form and a complex three dimensionality, crossing layers between floors, both above and below ground. The site is designed to maximize sustainability, with unique features such as proposed rooftop solar panels, edible landscape on terraced rooftop gardens, and balcony-level integrated hanging gardens internally irrigated through a proposed greywater system that would recycle water from the towers. A proposed on-site recycling program is proposed to collect items to be recycled or donated to reduce landfill material. The lease agreement includes resident education for sustainable living. The operational functions of the proposed development are a unique element that impacts every part of the site and building design.

Building Elevations

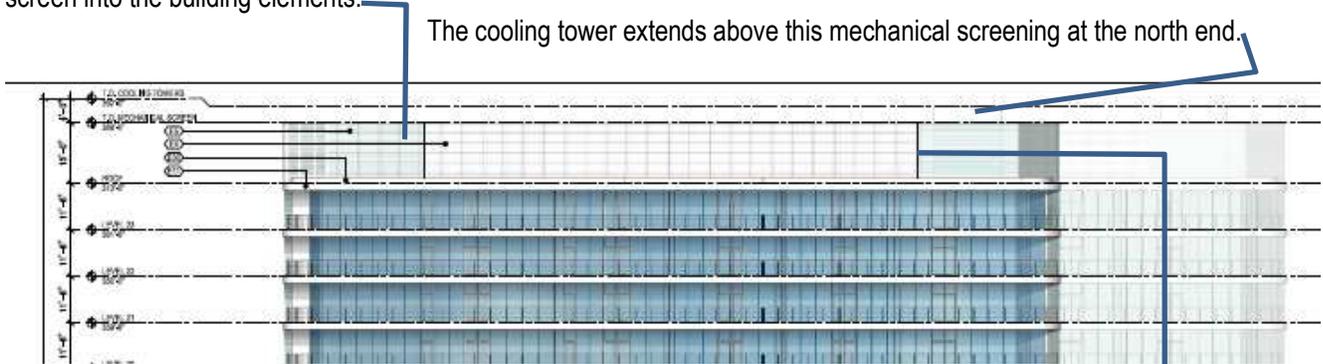
The building form and construction type define the architectural skin of the structure. Designed as a 23-story podium building split into two juxtaposed towers and connected by a bridge of residences between the third through fifth floors on the south end, the building uses solar controlled low-e glazing in a light green as the primary building material, floating between structural floors that surface as an exterior stucco system painted white. The angles of the building will reflect the sunlight and sky colors differently off of the panes of glass, changing throughout the day. The balconies wrap all four sides of the building, shading the glass while allowing panoramic views in all directions. Each unit has an outdoor balcony, separated from adjacent apartments by a translucent wall of glass to provide privacy while letting light transmit through the space within the 8' deep recesses of the patios. The elevations use a combination of green low-e glazing, fritted glass and translucent glass. The soft curved lines of the building respect the Rio Salado Masterplan design intent for curvilinear forms reflective of wind and water patterns along the lake and nautical references with rounded forms. The Pier embraces the unique locality to project as an iconic image visible from the sky, the freeway, the streets and the lakefront which creates a sense of place. Staff had recommended providing more architectural interest with base building materials at the pedestrian level, which is largely storefront glazing. The use of fritted glass (reference key note E-5 on architectural elevations) is used at the top of the retail storefronts and could be used at the wainscot level of the restaurant seating area for privacy under table tops rather than floor to ceiling glazing. The applicant is proposing two balcony design options on sheet A4—03. Staff prefers alternate 2, which provides a unique curvilinear form to the balcony, reinforcing the fluid movement of the structure in a unique design solution. The specified key note E-7 in the conditions remains open to either proposed design solution. The simplicity of the building materials forms the backdrop for the landscape on site.

The Rio Salado color scheme, as built in Hayden Ferry Lakeside, includes greys, blues, greens, cool tones in character with a waterfront image. The proposed building is off-white, a neutral tone toward the warm spectrum, similar to limestone. The

proposed building materials would have a light reflectivity is 77%, which is greater than the standard 75% light reflectance value allowed. However, the addition of plants lining the balconies and hanging from the floor level will shade the bands of white between floors and add color and texture to the clean simple lines of the structure. The material was not specified for the plant facing panels, only that the color would be white. Staff has conditioned that this white be no greater than the 77% shown on the materials board.

The original Pier 202 proposed a warm color palette of copper and earth tones, which did not necessarily reflect the original color scheme within Rio Salado but was more in character with the Papago Park area, which was intended for warm earth tones reflective of the buttes and natural desert. The first floor of The Pier uses a honed sandstone block in a copper tone that ties into the Pier 202 color palette. The stone is used as a monumental base to the building, and breaks into smaller bands floated in front of glass to allow light to penetrate the masonry units. The material adds a warmth, texture and interest to the reflective glass and stark white of the structure above, grounding the building in a tone similar to Papago Park.

Staff requested that the mechanical screening at the rooftop not be painted in the high reflective white, which will not be screened with plants, and will stand out in the sunlight, drawing attention to the structure visible from the freeway, the butte, the golf course and offices to the west. The applicant has chosen to keep the painted metal screening material as an extension of the design expression of the building accentuating the building and adding architectural interest to the rooftop. The north and south views are narrow portions of the mechanical screen and are fritted glass, architecturally integrating the screen into the building elements.



The material of concern is the east and west elevations, the lengthwise view of the tower top, which is white. Staff is conditioning that the mechanical screening element be natural aluminum finish, which, although reflective, will blend more with the colors in the sky, drawing less attention to the building roof equipment room, which is not an architectural feature but a functional necessity.

The trellis structures added on the south elevation storefront are proposed to be painted white. Staff is conditioning that the trellis either be painted to match the color of the stone panel system, or patina rust finished and clear sealed for a more natural material finish. The white painted metal will detract from the warm tones of the ground level stone.

Landscape Plan

The landscape palette for The Pier is a unique combination of plants used to address eco-system conditions within the site. The applicant is proposing Chinese Pistache as the street tree for Vista Del Lago; however, the existing plant masterplan specifies Arizona Ash, in deference to the Rio Salado Masterplan and an attempt to restore native plants along the lakefront as a transitional riparian zone. If the Pier 202 masterplan is changed to supplant the current street tree species, the Chinese Pistache is an ideal tree for shade, fall color, and winter sun, allowing bare branches to be lighted for the holiday season. The Ash tree has similar properties and a slightly different form, but may not aesthetically endure over time, when they may look rangy. Ficus Nitida is proposed for the eastern edge of the site, typically used as a houseplant, this variety requires a sheltered environment with afternoon shade. The applicant is proposing Cordia boissieri on the north and west sides as small patio trees. A variety of palm trees are used in the interior courtyard, and the upper levels of roof gardens add edible plants such as Clementine orange, Medjool date palm, Natal plum, Chives, Tarragon, Rosemary, Lemongrass, Malabar spinach, Barbados cherry, Prickly Pear cactus, Sweet potato, Kale, Pansy flower, Passion vine, Marjoram, Nasturtium and Strawberry Guava. Loofa vine is also proposed. The Jabuticaba tree is related to the myrtle plant, and comes from Brazil. It is a slow-growing small evergreen tree with simple leaves similar to a Ficus. The flowers bloom from the trunk, where large black thick-

skinned berries resembling grapes or olives grow from the trunk. The fruit is eaten from the tree or used to make jelly. Malunggay a fast-growing, drought-resistant tree, native to the southern foothills of the Himalayas in northwestern India. The bi-pinnate leaf structure and thin trunk give it a delicate airy look. It is cultivated in tropical and subtropical areas where its young seed pods and leaves are used as vegetables. Due to the exotic origin and fast growth pattern of this plant, a condition has been added to maintain the tree to prevent the spread of seed within the Town Lake, to protect the waterway from potentially invasive species. Ground covers, shrubs and vines are used extensively around the terraced gardens, courtyards and within the balcony planter boxes. The balconies have a combination of vertical growing and draping plants that cascade below to the next level. The planter boxes are also designed with plants that thrive in the sun located on the south and west exposures, and shade tolerant plants within the courtyard and north and east elevations. Each area was considered for the specific site condition to assure a healthy landscape design with color, texture and movement to accent the building form as it curves around corners. The variety of plants may also provide needed habitat value for butterflies, bees, and birds in an area that is currently devoid of flowering plants or vegetation other than turf at the lakefront. The combination of native and exotic plants is a unique palette.

Section 6-306 D Approval criteria for Development Plan Review (*in italics*):

1. *Placement, form, and articulation of buildings and structures provide variety in the streetscape*; the building is set back 31 feet from the street front, with a 12 foot landscaped trellis in front, and steps back after the first level to reduce the visual impact of the tower at the street level. The building is placed to maximize use of the site, maintain views to the lake and to provide pedestrian movement in and around the site. The changes of elevation plane, turns at the corners the bridged residences on three floors and projected balconies provide variety.
2. *Building design and orientation, together with landscape, combine to mitigate heat gain/retention while providing shade for energy conservation and human comfort*; the area has a natural westward wind in the morning and eastward wind at night along the lakefront, the building towers are staggered on the upper floors to capture air currents as they circulate around the building and balconies and through the courtyard and rooftop gardens. The combined building height an orientation, use of light colors, heavy shade overhangs, shade trellises and extensive landscape material, will mitigate heat gain on site and provide ample pedestrian shade and energy conservation to residents within the apartments. Extensive design detail was given to addressing the environmental conditions of the site and the building design.
3. *Materials are of a superior quality, providing detail appropriate with their location and function while complementing the surroundings*; the proposed material palette is simple yet meets the design threshold of development around the Town Lake. Stucco is minimized and the structural members are clad in planter boxes that are integrally irrigated from the floor structure of the building. Different forms of glazing are used for privacy, transparency, screening and visual variation. The metaquartzite stone is superior to other quartz based Sandstones for the purposes of exterior façade systems due to the durability of the product. The dense honed surface of silica-bonded quartz holds up to extreme temperatures without the erosion of conventional sandstone.
4. *Buildings, structures, and landscape elements are appropriately scaled, relative to the site and surroundings*; the building uses setbacks, overhangs, and a bridge element to de-emphasize the height of the building at the pedestrian level, landscape is appropriately scaled and utilized on every floor level.
5. *Large building masses are sufficiently articulated so as to relieve monotony and create a sense of movement, resulting in a well-defined base and top, featuring an enhanced pedestrian experience at and near street level*; the building is broken up by planting containers, balconies, stairs and ramps, changes in materials from solid stone to suspended stone panels over glass, the use of light and shadow, the use of different forms of glass, the curved corners of the structure and the repetitive patterning of the balconies and planters create a strong base and creates a sense of movement and procession through and around the site.
6. *Building facades provide architectural detail and interest overall with visibility at street level (in particular, special treatment of windows, entries and walkways with particular attention to proportionality, scale, materials, rhythm, etc.) while responding to varying climatic and contextual conditions*; the building facades at the street level are primarily storefront window systems, but fritted glass and introductions of sandstone provide a change in material.

7. *Plans take into account pleasant and convenient access to multi-modal transportation options and support the potential for transit patronage;* the site is limited on access to alternative modes of transportation due to location and lack of surrounding development. The site is designed to provide ideal pedestrian connectivity from the lake to Rio Salado Parkway, where bus and eventual street car service will be available. The on-site experience is designed for pedestrian use, however bicycle facilities are not secured rooms but open racks and no boat storage accommodations have been made for residents.
8. *Vehicular circulation is designed to minimize conflicts with pedestrian access and circulation, and with surrounding residential uses;* the site is designed to deemphasize vehicle use by restricting it to a small ramp into the lower garage where drop off occurs out of site adjacent to a lightwell courtyard. All service vehicles enter from the west side of the site, into a small entry in the building, reducing conflicts with pedestrians during busy move-in periods, food and commercial delivery times, and refuse collection.
9. *Plans appropriately integrate Crime Prevention Through Environmental Design principles such as territoriality, natural surveillance, access control, activity support, and maintenance;* the site provides visibility in a well-lit, highly activated site plan, including the first level of the parking garage into the primary design experience with enhanced surveillance provided by the uses on this lower level.
10. *Landscape accents and provides delineation from parking, buildings, driveways and pathways;* the landscape provides shade to pedestrians, creates small micro-climates within different nodes of the building and promotes an interactive landscape experience with edible and sensorial plants to enhance the environment.
11. *Signs have design, scale, proportion, location and color compatible with the design, colors, orientation and materials of the building or site on which they are located;* Not applicable to this request, signage to be handled by separate process.
12. *Lighting is compatible with the proposed building(s) and adjoining buildings and uses, and does not create negative effects.* The site design will meet code requirements for safety while providing a light level appropriate to the surrounding area while utilizing technology to provide creative architectural enhancements to the site.

Conclusion

Based on the information provided and the above analysis, staff recommends approval of the Planned Area Development and Development Plan Review. This request meets the required criteria and will conform to the conditions.

REASONS FOR APPROVAL:

1. The project meets the General Plan Projected Land Use and Projected Residential Density for this site.
2. The project will meet the development standards required under the Zoning and Development Code.
3. The PAD overlay process was specifically created to allow for greater flexibility resulting in a unique project that would otherwise not be feasible with conventional zoning codes.
4. The proposed project meets the approval criteria for a Use Permit and for a Development Plan Review.

ZONING AMENDMENT AND PLANNED AREA DEVELOPMENT CONDITIONS OF APPROVAL:

EACH NUMBERED ITEM IS A CONDITION OF APPROVAL. THE DECISION-MAKING BODY MAY MODIFY, DELETE OR ADD TO THESE CONDITIONS.

General

1. A building permit application shall be made within two years of the date of City Council approval or the zoning of the property may revert to that in place at the time of application. Any reversion is subject to a public hearing process as a zoning map amendment.
2. The property owner shall sign a waiver of rights and remedies form. By signing the form, the Owner voluntarily waives any right to claim compensation for diminution of Property value under A.R.S. §12-1134 that may now or in the future exist, as a result of the City's approval of this Application, including any conditions, stipulations and/or modifications

imposed as a condition of approval. The signed form shall be submitted to the Community Development Department no later than 30 days from the date of City Council approval, or the PAD approval shall be null and void.

3. The Planned Area Development Overlay for The Pier shall be put into proper engineered format with appropriate signature blanks and kept on file with the City of Tempe's Community Development Department within sixty (60) days of the date of City Council approval.
4. New construction shall be sound mitigated resulting with indoor noise levels not to exceed a day night-level (DNL) of 45 decibels.
5. The applicant shall apply for the abandonment of the existing Vista Del Lago right-of-way currently used for public parking. The abandonment will be completed in accordance with its usual procedures, for the sale of the abandoned ROW to the developer to be incorporated into Lot 5 via an amendment to the existing plat, before building permits may be issued.
6. Parking spaces on the south side street-front are to be maintained as public parking spaces, not restricted. A permanent recorded public access easement and maintenance agreement for these parking spaces shall be recorded concurrently with the deed conveying title to the right of way.
7. The developer shall provide the City with a performance bond guaranteeing the completion of the parking spaces referenced in condition #7 concurrently with recording of the deed to the ROW.
8. Should the applicant be unable to secure written approval from all utility providers for the proposed Public Utility Easement to be located within the airspace of the garage, or reach an alternative solution acceptable to Engineering Staff, prior to submittal of plans for construction document review, the existing Public Utility Easement will be separated physically from the garage within soil within the first 9' from the property line north with a soil depth to be determined by Engineering staff but no greater than the depth of one basement parking floor level. This solution, or any other design solution approved by Engineering Staff, may remove up to 40 parking spaces on the south side of the lot, as needed to meet the PUE requirements, thereby reducing the overall required parking.
9. The proposed service elevator and refuse storage room portion of phase two tower shall be constructed as part of phase one. If phase two does not occur, the service core will need to be designed aesthetically and functionally without the second tower.
10. Phase one structure shall be designed with infrastructure and space to accommodate a solid waste compactor, in the event that after operations commence waste collection warrants a different solution.
11. An amended Subdivision Plat is required for this development and shall be recorded prior to issuance of building permits.
12. The Subdivision Plat shall be put into proper engineered format with appropriate signature blanks and recorded with the Maricopa County Recorder's Office through the City of Tempe's Community Development Department no later than one year from the date of City Council approval. Failure to record the plat within one year of City Council approval shall make the plat null and void.
13. All property corners shall be set and verified with staff upon final recordation of the subdivision plat, no later than three (3) months from the date of County recordation or as determined by staff.
14. A parking affidavit shall be filed with the Community Development Department for the use of shared parking supported by the parking analysis. If any proposed change or intensification of uses requires additional parking greater than proposed, a revised parking model shall be submitted.

15. The property owner, at the completion of the development construction, shall bear the cost of any necessary street pavement improvements resulting from construction traffic in the area.

DEVELOPMENT PLAN REVIEW CONDITIONS OF APPROVAL:

General

1. Except as modified by conditions, development shall be in substantial conformance with the site plan and building elevations and landscape plans dated November 16, 2015. Minor modifications may be reviewed through the plan check process of construction documents; major modifications will require submittal of a Development Plan Review.

Site Plan

2. Provide service yard and mechanical yard walls that are at least the height of the equipment being enclosed, whichever is greater. Verify height of equipment and mounting base to ensure that wall height is adequate to fully screen the equipment.
3. Provide gates of steel vertical picket, steel mesh, steel panel or similar construction. Where a gate has a screen function and is completely opaque, provide vision portals for visual surveillance. Provide gates of height that match that of the adjacent enclosure walls. Review gate hardware with Building Safety and Fire staff and design gate to resolve lock and emergency ingress/egress features that may be required.
4. Provide upgraded paving at each driveway consisting of integral colored unit paving. Extend this paving in the driveway from the right-of-way line to 20'-0" on site and from curb to curb at the drive edges. From sidewalk to right-of-way line, extend concrete paving to match sidewalk.
5. Provide public sidewalks along roadways consistent with the improvement district plans for the Pier, and as required by Traffic Engineering Design Criteria and Standard Details. Standard concrete detail shall be maintained through the sidewalk easement areas.
6. Utility equipment boxes for this development shall be finished in a neutral color or in a decorative design that compliments the coloring of the buildings, subject to utility provider and Community Development Department approval.
7. Place exterior, freestanding reduced pressure and double check backflow assemblies in pre-manufactured, pre-finished, lockable cages (one assembly per cage). If backflow prevention or similar device is for a 3" or greater water line, delete cage and provide a masonry or concrete screen wall following the requirements of Standard Detail T-214.

Floor Plans

8. Provide a separate/alternative service entrance for the proposed restaurant in order to accommodate all operational food and beverage deliveries separate from proper refuse removal to minimize potential health hazards and nuisances.
9. Exit Security:
 - a. Provide visual surveillance by means of fire-rated glazing assemblies from stair towers into adjacent circulation spaces.
 - b. In instances where an elevator or stair exit is within 21'-0" of an alcove, corner or other potential hiding place, position a refracting mirror to allow someone in the exit doorway to observe in the mirror the area around the corner or within the alcove that is adjacent to the doorway.
10. Public Restroom Security:
 - a. Lights in restrooms:
 - 1) Provide 50% night lights
 - 2) Activate by automatic sensors, key or remote control mechanism
 - b. Single user restroom door hardware:
 - 3) Provide a key bypass on the exterior side

11. Garage Security:
 - a. Minimize interior partitions or convert these to semi-opaque screens to inhibit hiding behind these features.
 - b. Provide exit stairs that are open to the exterior as indicated.
 - c. Paint interior wall and overhead surfaces in garage floor levels with a highly reflective white color, minimum LRV of 75 percent.
 - d. Maximize openness at the elevator entrances and stair landings to facilitate visual surveillance from these pedestrian circulation areas to the adjacent parking level.

12. Parking Garage:
 - a. Minimum required parking dimensions shall be clear of any obstructions.
 - b. At the ends of dead-end drive aisles, provide a designated turn-around space, minimum 8'-6" clear in width (locate on left side if available), including 3'-0" vehicular maneuvering area for exiting. Turn-around area shall be clearly demarcated.
 - c. Provide a minimum 2'-0" of additional width for parking spaces when adjacent to a continuous wall.
 - d. Provide a striped pedestrian walkway between the service elevators of the towers on the second (B2) subterranean level of parking to increase pedestrian visibility when transporting refuse, restaurant deliveries and unit furnishings through the parking circulation area.

Building Elevations

13. The materials and colors are approved as presented and annotated on the plans dated November 16, 2015:
 - E-1 Primary Building Material – Low-E glazed window system with butt-glazed joints, light blue color
 - E-2 Planter Box Facing Panels – material not specified, white color to match material E26, synthetic stucco system.
 - E-3 Swimming Pool waterfall edge with integrated decorative illumination approved with this request. Any lettering or signage shall be submitted separately for sign review and approval
 - E-4 Mechanical screening – metal grating on steel frame finished in a natural metal (aluminum/silver), not white
 - E-5 Screened building sections, upper portion of retail windows and mechanical screening – fritted glass window system with butt-glazed joints
 - E-6 Full-lite aluminum swinging terrace door with clear anodized aluminum frame and fixed transom window
 - E-7 Horizontal guard rail system on balconies – either option in a natural metal finish
 - E-8 Translucent glass balcony divider with lockable operable portion for balcony planter box maintenance.
 - E-9 Green roof called out on elevations, planting details in landscape plans
 - E-10 Optional rooftop pool terrace over bridge portion of structure - if the pool is omitted from the plan, submit revised landscape and roof plan to staff for a rooftop garden. Vegetation may be xeric material, but shall include plants visible from the street front either in vertical or hanging form.
 - E-11 Slab edge facing to match balcony planter box facing material.
 - E-12 Colored cast in place concrete, color to match material E-13 (copper sandstone)
 - E-13 Wall panels joining to align with window system mullions - Meta-Quartzite Stone – desert blend honed finish, copper/brick color
 - E-14 Aluminum frame attachment system over obscure glazing - Meta-Quartzite Stone – desert blend honed finish, copper/brick color (keynote reference to Sheet A4-3 detail should be Sheet A402 detail 2 storefront section)
 - E-15 Steel framed canopy system trellis either be painted to match the color of the stone panel system, or patina rust finished and clear sealed for a more natural material finish.
 - E-16 2" high stone cap with drip edge – no material specification provided – product shall match color of adjacent material
 - E-17 Anodized aluminum frame and polycarbonate overhead garage door system with semi-transparent white panels
 - E-18 Cast in place concrete column – specified to be painted – shall not be painted, retain natural concrete color, or stain or sand blast finish
 - E-19 Sandstone clad planter box with stone cap to match
 - E-20 Tempered glass fence with aluminum framed access gates (finish per plan)
 - E-21 Cast in place colored concrete steps and ramp, broom finished, color to resemble E-13, desert blend (copper/brick)
 - E-22 Signs are not approved with this request, submit separate sign package for sign approval

- E-23 Signs are not approved with this request, submit separate sign package for sign approval
- E-24 Steel header painted white
- E-25 10' high side folding glass partitions clear anodized aluminum frame
- E-26 Synthetic finish stucco system – painted Dunn Edwards Frostbite DE6274 (off-white) No greater than 77% LRV – finish either Limestone texture (smooth) or Sand texture per material board (not specified in key note)
- E-27 Mechanical cooling towers identified on elevations to be fully screened
- E-28 Full-lite clear glass swinging storefront door in clear anodized aluminum window system.
- E-29 Exterior horizontal louver system finished anodized aluminum
- E-30 Roof parapet to conceal photovoltaic panels to match planter boxes E-2 material and color
- E-31 Signs are not approved with this request, submit separate sign package for sign approval
- E-32 FDC equipment note not a part, to be approved by fire department in construction document review
- E-33 Siamese fire stand pipe note not a part, to be approved by fire department in construction document review
- E-34 Cabana typical – no details or specifications provided – all building code and fire code standards apply, fabric to be linen color unless otherwise reviewed by planning staff during construction document review.
- E-35 Fritted tempered glass fence with aluminum framed access gates
- E-36 Anodized aluminum finish generator exhaust louvre

Provide primary building colors and materials with a light reflectance value of 77 percent or less. Specific colors and materials exhibited on the materials sample board are approved by planning staff. Additions or modifications may be submitted for review during building plan check process.

14. Provide secure roof access from the interior of the building. Do not expose roof access to public view.
15. Conceal roof drainage system within the interior of the building.
16. Incorporate lighting, address signs, and incidental equipment attachments (alarm klaxons, security cameras, etc.) where exposed into the design of the building elevations. Exposed conduit, piping, or related materials is not permitted.
17. Locate the electrical service entrance section (S.E.S.) inside the building or inside a secure yard that is concealed from public view.
18. Upper/lower divided glazing panels in exterior windows at grade level, where lower glass panes are part of a divided pane glass curtain-wall system, shall be permitted only if laminated glazing at these locations is provided.

Lighting

19. This project shall follow requirements of ZDC Part 4, Chapter 8, Lighting, unless otherwise conditioned.
20. Illuminate building entrances and underside of open stair landings from dusk to dawn to assist with visual surveillance at these locations.

Landscape

21. The plant palette is approved as proposed and specified on the landscape plan. Any additions or modifications may be submitted for review during building plan check process.
22. Exotic species within the plant palette shall be maintained to prevent the spread of seeds transferring to the Town Lake (either by wind or bird) by removal of seeds before maturation. This condition is for the protection of the surrounding park and downstream habitat from potentially invasive non-native species.
23. Street trees shall be located in ground on the south side of the development along Vista del Lago Drive. These street trees shall be a minimum of 36" box specimens and a minimum of 1 ½" caliper trunk.
24. Street trees shall be Fraxinus velutina, Arizona Ash, unless the comprehensive Pier 202 landscape masterplan is approved with a revised plant palette incorporating the proposed Chinese Pistache.

25. Irrigation notes:
 - a. Provide dedicated landscape water meter.
 - b. Provide pipe distribution system of buried rigid (polyvinylchloride), not flexible (polyethylene). Use of schedule 40 PVC mainline and class 315 PVC 1/2" feeder line is acceptable. Class 200 PVC feeder line may be used for sizes greater than 1/2". Provide details of water distribution system.
 - c. Locate valve controller in a vandal resistant housing.
 - d. Hardwire power source to controller (a receptacle connection is not allowed).
 - e. Controller valve wire conduit may be exposed if the controller remains in the mechanical yard.
 - f. Repair existing irrigation system (on site or in the adjacent public right of ways) where damaged by work of this project. Provide temporary irrigation to existing landscape (on site or in these frontages) for period of time that irrigation system is out of repair. Design irrigation so (existing plants on site or in frontages) is irrigated as part of the reconfigured system at the conclusion of this construction.

26. Include requirement to de-compact soil in planting areas on site and in public right of way and remove construction debris from planting areas prior to landscape installation.

27. Top dress planting areas with a rock or decomposed granite application. Provide rock or decomposed granite of 2" uniform thickness. Provide pre-emergence weed control application and do not underlay rock or decomposed granite application with plastic.

28. Trees shall be planted a minimum of 20'-0" from any existing or proposed public water or sewer lines. The tree planting separation requirements may be reduced from the waterline upon the installation of a linear root barrier, a minimum of 6'-0" parallel from the waterline, or around the tree. The root barrier shall be a continuous material, a minimum of 0.08" thick, installed 0'-2" above finish grade to a depth of 8'-0" below grade. Final approval subject to determination by the Public Works, Water Utilities Division.

Signage

29. Provide address sign(s) on the building elevation facing the street to which the property is identified.
 - a. Conform to the following for building address signs:
 - 1) Provide street number only, not the street name
 - 2) Compose of 12" high, individual mount, metal reverse pan channel characters.
 - 3) Self-illuminated or dedicated light source.
 - 4) Coordinate address signs with trees, vines, or other landscaping, to avoid any potential visual obstruction.
 - 5) Do not affix number or letter to elevation that might be mistaken for the address.
 - b. Utility meters shall utilize a minimum 1" number height in accordance with the applicable electrical code and utility company standards.
 - c. Provide one address sign on the roof of the building. Orient sign to be read from the south.
 - 1) Include street address number in 6'-0" high characters on one line and street name in 3'-0" high characters on a second line immediately below the first.
 - 2) Provide high contrast sign, either black characters on a light surface or white characters on a black field that is painted on a horizontal plane on the roof. Coordinate roof sign with roof membrane so membrane is not compromised.
 - 3) Do not illuminate roof address.

CODE/ORDINANCE REQUIREMENTS:

THE BULLETED ITEMS REFER TO EXISTING CODE OR ORDINANCES THAT PLANNING STAFF OBSERVES ARE PERTINENT TO THIS CASE. THE BULLET ITEMS ARE INCLUDED TO ALERT THE DESIGN TEAM AND ASSIST IN OBTAINING A BUILDING PERMIT AND ARE NOT AN EXHAUSTIVE LIST.

- Development plan approval shall be void if the development is not commenced or if an application for a building permit has not been submitted, whichever is applicable, within twelve (12) months after the approval is granted or within the time stipulated by the decision-making body. The period of approval is extended upon the time review limitations set

forth for building permit applications, pursuant to Tempe Building Safety Administrative Code, Section 8-104.15. An expiration of the building permit application will result in expiration of the development plan.

- Specific requirements of the **Zoning and Development Code** (ZDC) are not listed as a condition of approval, but will apply to any application. To avoid unnecessary review time and reduce the potential for multiple plan check submittals, become familiar with the ZDC. Access the ZDC through www.tempe.gov/zoning or purchase from Community Development.
- **SITE PLAN REVIEW:** Verify all comments by the Public Works Department, Community Development Department, and Fire Department given on the Preliminary Site Plan Review. If questions arise related to specific comments, they should be directed to the appropriate department, and any necessary modifications coordinated with all concerned parties, prior to application for building permit. Construction Documents submitted to the Building Safety Division will be reviewed by planning staff to ensure consistency with this Design Review approval prior to issuance of building permits.
- **STANDARD DETAILS:**
 - Access to Tempe Supplement to the M.A.G. Uniform Standard Details and Specifications for Public Works Construction, at this link: <http://www.tempe.gov/city-hall/public-works/engineering/standards-details> or purchase book from the Public Works Engineering Division.
 - Access to refuse enclosure details and all other Development Services forms at this link: <http://www.tempe.gov/city-hall/community-development/building-safety/applications-forms>. The enclosure details are under Civil Engineering & Right of Way.
- **BASIS OF BUILDING HEIGHT:** Measure height of buildings from top of curb at a point adjacent to the center of the front property line.
- **COMMUNICATIONS:**
 - Provide emergency radio amplification for the combined building and garage area in excess of 50,000 sf. Amplification will allow Police and Fire personnel to communicate in the buildings during a catastrophe. Refer to this link: www.tempe.gov/index.aspx?page=949. Contact the Information Technology Division to discuss size and materials of the buildings and to verify radio amplification requirements.
 - For building height in excess of 50'-0", design top of building and parapet to allow cellular communications providers to incorporate antenna within the building architecture so future installations may be concealed with little or no building elevation modification.
- **WATER CONSERVATION:** Under an agreement between the City of Tempe and the State of Arizona, Water Conservation Reports are required for landscape and domestic water use for the non-residential components of this project. Have the landscape architect and mechanical engineer prepare reports and submit them with the construction drawings during the building plan check process. Report example is contained in Office Procedure Directive # 59. Refer to this link: www.tempe.gov/modules/showdocument.aspx?documentid=5327. Contact Public Works Department, Water Conservation Division with questions regarding the purpose or content of the water conservation reports.
- **HISTORIC PRESERVATION:** State and federal laws apply to the discovery of features or artifacts during site excavation (typically, the discovery of human or associated funerary remains). Contact the Historic Preservation Officer with general questions. Where a discovery is made, contact the Arizona State Historical Museum for removal and repatriation of the items.
- **SECURITY REQUIREMENTS:**
 - Design building entrance(s) to maximize visual surveillance of vicinity. Limit height of walls or landscape materials, and design columns or corners to discourage opportunity for ambush opportunity. Maintain distances of 20'-0" or greater between a pedestrian path of travel and any hidden area to allow for increased reaction time and safety.
 - Follow the design guidelines listed under appendix A of the Zoning and Development Code. In particular, reference the CPTED principal listed under A-II Building Design Guidelines (C) as it relates to the location of pedestrian environments and places of concealment.

- Provide method of override access for Police Department (punch pad or similar) to controlled access areas including pool, clubhouse or other gated common areas.
 - The Owner is required to prepare a security plan for the project with the Police Department. The architect should be involved to verify any modification that would require design revisions. To avoid revisions to permitted construction documents, initial meetings with the Police Department regarding the security plan are recommended before building permits are issued. At a minimum, the Owner shall contact the Police Department to begin security plan process approximately eight weeks prior to receipt of certificate of occupancy.
 - In conjunction with the security plan, Crime Free Multi-Housing status for this property may be required.
 - Provide a security vision panel at service and exit doors (except to rarely accessed equipment rooms) with a 3" wide high strength plastic or laminated glass window, located between 43" and 66" from the bottom edge of the door.
- FIRE:
 - Clearly define the fire lanes. Ensure that there is at least a 20'-0" horizontal width, and a 14'-0" vertical clearance from the fire lane surface to the underside of tree canopies or overhead structures. Layout and details of fire lanes are subject to Fire Department approval.
 - Provide a fire command room on the ground floor of the phase one tower, facing the front (Vista Del Lago). Verify size and location with Fire Department.
- ENGINEERING:
 - The water meters along the north side of the project are required to be installed along the site frontage of Vista del Lago Drive; they will need to be in an exclusive water line easement.
 - Runoff generated onsite along the frontage of the site must be retained or collected on site and not drained to the city right of way
 - The two existing storm drain laterals to the site not being used and 3 new manholes and laterals being installed. If this is being requested the entire Vista del Lago street pavement along the site frontage will be required to be removed and replaced.
 - New 10" sewer taps to main will require a 5' diameter manhole at the right of way line on property for each connection.
 - Underground utilities except high-voltage transmission line unless project inserts a structure under the transmission line.
 - Coordinate site layout with Utility provider(s) to provide adequate access easement(s).
 - Clearly indicate property lines, the dimensional relation of the buildings to the property lines and the separation of the buildings from each other.
 - Verify location of any easements, or property restrictions, to ensure no conflict exists with the site layout or foundation design.
 - The site is within an Alternative Retention Criteria Area. Verify specific design considerations with the Engineering Department.
- REFUSE:
 - Refuse enclosures and circulation to be fully contained within the building.
 - Sheet RP-02 Refuse Diagram plan shows a refuse path up the center ramp for pick up on first floor, this is not an approved refuse collection solution. All refuse shall be collected in bins and transported to the service elevator in tower 2 for collection at the service entrance to the building.
 - Contact Public Works Sanitation Division to verify that vehicle maneuvering and access to the enclosure is adequate.
 - Develop strategy for recycling collection and pick-up from site with Sanitation.
 - Bay doors for the refuse staging area are required; the property manager must arrange for doors to be open from 6:00am to 4:30pm on collection days.
- DRIVEWAYS:
 - Construct driveways in public right of way in conformance with Standard Detail T-320.
 - Correctly indicate clear vision triangles at both driveways on the site and landscape plans. Identify speed limits for

adjacent streets at the site frontages. Begin sight triangle in driveways at point 15'-0" in back of face of curb. Consult Intersection Sight Distance memo, available from Traffic Engineering if needed www.tempe.gov/index.aspx?page=801. Do not locate site furnishings, screen walls or other visual obstructions over 2'-0" tall (except canopy trees are allowed) within each clear vision triangle.

- **PARKING SPACES:**
 - Verify conformance of accessible vehicle parking to the Americans with Disabilities Act and the Code of Federal Regulations Implementing the Act. Refer to Building Safety ADA Accessible Parking Spaces Marking/Signage on Private Development details.
 - At parking areas, provide demarcated accessible aisle for disabled parking.
 - Distribute bike parking areas nearest to main entrance(s). Provide parking loop/rack per standard detail T-578. Provide 2'-0" by 6'-0" individual bicycle parking spaces. One loop may be used to separate two bike parking spaces. Provide clearance between bike spaces and adjacent walkway to allow bike maneuvering in and out of space without interfering with pedestrians, landscape materials or vehicles nearby.
- **LIGHTING:**
 - Design site security light in accordance with requirements of ZDC Part 4 Chapter 8 (Lighting) and ZDC Appendix E (Photometric Plan).
 - Indicate the location of all exterior light fixtures on the site, landscape and photometric plans. Avoid conflicts between lights and trees or other site features in order to maintain illumination levels for exterior lighting.
- **LANDSCAPE:**
 - Prepare an existing plant inventory for the site and adjacent street frontages. The inventory may be prepared by the Landscape Architect or a plant salvage specialist. Note original locations and species of native and "protected" trees and other plants on site. Move, preserve in place, or demolish native or "protected" trees and plants per State of Arizona Agricultural Department standards. File Notice of Intent to Clear Land with the Agricultural Department. Notice of Intent to Clear Land form is available at www.azda.gov/ESD/nativeplants.htm. Follow the link to "applications to move a native plant" to "notice of intent to clear land".
- **SIGNS:** Separate Development Plan Review process is required for signs in accordance with requirements of ZDC Part 4 Chapter 9 (Signs). Obtain sign permit for identification signs. Directional signs (if proposed) may not require a sign permit. Directional signs are subject to review by planning staff during plan check process.

HISTORY & FACTS:

September 10, 1998	City Council approved the request for CIUDAD DEL LAGO-RIO EAST for a Final Planned Area Development consisting of the Peabody Hotel, located at 1200 East Rio Salado Parkway. The project included Phase 1 on 20.83 acres, 315' building height, 1,000 room hotel, 120,000 sf. conference center, 9,300 s.f. restaurants, 1,600 s.f. bar, outdoor dining for 80 seats, 9,200 hotel office, 6,000 hotel retail, 9,000 hotel spa, within 285,000 s.f. within 32.3% lot coverage, and providing 2,269 parking spaces. Phase 2 was 4.88 acres, 50' building height, with 85,000 s.f. of retail, 10,000 sf. of restaurant, 5,000 s.f. bar, 80 seats of outdoor dining and 581 parking spaces.
May 17, 2007	City Council approved the request of an Amended Planned Area Development Overlay for PIER 202 (PL060548) consisting of nine (9) new buildings up to 310 feet in height for commercial, 285 room hotel and 1,484 residential units on +/-27.4 acres, located at 1200 East Rio Salado Parkway, in the MU-4, Mixed-Use High Density District.
August 14, 2007	Development Review Commission approved a Preliminary Subdivision Plat and a Development Plan Review consisting of a landscape plan for street frontage, requested by PIER 202 located at 1200 East Rio Salado Parkway.
May 8, 2012	Development Review Commission approved the request for VILLAS AT SOUTH BANK (PL120046) (City of Tempe, property owner; MDT Development Partners LLC, applicant)

consisting of 262 units within a 17-story senior living facility (including assisted living and memory care components) and a 2-story commercial building, totaling 367,896 sf. in building area on 2.23 net acres, located at 1122 East Vista del Lago Drive in the MU-4 (PAD), Mixed-Use High Density District with a Planned Area Development Overlay and the Rio Salado Overlay District. The request includes the following:

ZUP12025 – Use Permit to allow tandem parking.

DPR12032 – Development Plan Review for site plan, building elevations and landscape plan.

June 14, 2012

City Council approved the request for VILLAS AT SOUTH BANK (PL120046) (City of Tempe, property owner; MDT Development Partners LLC, applicant) consisting of 262 units within a 17-story senior living facility (including assisted living and memory care components) and a 2-story commercial building, totaling 367,896 sf. in building area on 2.23 net acres, located at 1122 East Vista del Lago Drive. The request includes the following:

PAD12002 (Ordinance No. 2012.23) – An Amended Planned Area Development Overlay to establish development standards of 118 dwelling units per acre; a maximum building height of 211'-0"; reduce the required vehicle parking from 458 to 187 spaces, and reduce the required bicycle parking from 182 to 53 spaces.

January 12, 2016

The Development Review Commission heard a request to amend the Planned Area Development for Lot 5 and establish development standards for 551 apartments, 17,309 s.f. of retail, 8,245 s.f. of restaurant and 3,959 s.f. of outdoor dining, 1,106 parking spaces, development standards for 293 foot maximum building height, 210 dwelling units per acre density, 31' front setback, 15' side setback and 18' rear setback on 2.6 acres. The request also included Use Permit to allow tandem parking spaces within a parking structure and a Development Plan Review including site plan, building elevations, and landscape plan, and a Subdivision Plat to relocate the south property line to include public on street parking on site.

January 14, 2016

An introduction and first City Council public hearing is scheduled for the requested amendment to the Planned Area Development for Lot 5 and to establish development standards for 551 apartments, 17,309 s.f. of retail, 8,245 s.f. of restaurant and 3,959 s.f. of outdoor dining, 1,106 parking spaces, development standards for 293 foot maximum building height, 210 dwelling units per acre density, 31' front setback, 15' side setback and 18' rear setback on 2.6 acres.

January 28, 2016

This request is scheduled for the second City Council public hearing.

ZONING AND DEVELOPMENT CODE REFERENCE:

Section 6-305, Planned Area Development (PAD) Overlay districts

Section 6-306, Development Plan Review

ORDINANCE NO. O2016.07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AMENDING THE CITY OF TEMPE ZONING MAP, PURSUANT TO THE PROVISIONS OF ZONING AND DEVELOPMENT CODE PART 2, CHAPTER 1, SECTION 2-106 AND 2-107, RELATING TO THE LOCATION AND BOUNDARIES OF DISTRICTS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

Section 1. That the City of Tempe Zoning Map is hereby amended, pursuant to the provisions of Zoning and Development Code, Part 2, Chapter 1, Sections 2-106 and 2-107, amending the Planned Area Development Overlay (PAD) for Pier 202, as described for Lot 5 property on 2.64 acres.

LEGAL DESCRIPTION

Lot 5 Pier 202 Amended, According to Book 1052 at Page 15, Records of Maricopa County Arizona.

TOTAL AREA IS 2.64 GROSS ACRES.

Section 2. Further, those conditions of approval imposed by the City Council as part of **Case # PL150424** are hereby expressly incorporated into and adopted as part of this ordinance as follows:

PLANNED AREA DEVELOPMENT CONDITIONS OF APPROVAL:

General

1. A building permit application shall be made within two years of the date of City Council approval or the zoning of the property may revert to that in place at the time of application. Any reversion is subject to a public hearing process as a zoning map amendment.
2. The property owner shall sign a waiver of rights and remedies form. By signing the form, the Owner voluntarily waives any right to claim compensation for diminution of Property value under A.R.S. §12-1134 that may now or in the future exist, as a result of the City's approval of this Application, including any conditions, stipulations and/or modifications imposed as a condition of approval. The signed form shall be submitted to the Community Development Department no later than 30 days from the date of City Council approval, or the PAD approval shall be null and void.
3. The Planned Area Development Overlay for The Pier shall be put into proper engineered format with appropriate signature blanks and kept on file with the City of Tempe's Community Development Department within sixty (60) days of the date of City Council approval.
4. New construction shall be sound mitigated resulting with indoor noise levels not to exceed a day night-level (DNL) of 45 decibels.

5. The applicant shall apply for the abandonment of the existing Vista Del Lago right-of-way currently used for public parking. The abandonment will be completed in accordance with its usual procedures, for the sale of the abandoned ROW to the developer to be incorporated into Lot 5 via an amendment to the existing plat, before building permits may be issued.
6. Parking spaces on the south side street-front are to be maintained as public parking spaces, not restricted. A permanent recorded public access easement and maintenance agreement for these parking spaces shall be recorded concurrently with the deed conveying title to the right of way.
7. The developer shall provide the City with a performance bond guaranteeing the completion of the parking spaces referenced in condition #7 concurrently with recording of the deed to the ROW.
8. Should the applicant be unable to secure written approval from all utility providers for the proposed Public Utility Easement to be located within the airspace of the garage, or reach an alternative solution acceptable to Engineering Staff, prior to submittal of plans for construction document review, the existing Public Utility Easement will be separated physically from the garage within soil within the first 9' from the property line north with a soil depth to be determined by Engineering staff but no greater than the depth of one basement parking floor level. This solution, or any other design solution approved by Engineering Staff, may remove up to 40 parking spaces on the south side of the lot, as needed to meet the PUE requirements, thereby reducing the overall required parking.
9. The proposed service elevator and refuse storage room portion of phase two tower shall be constructed as part of phase one. If phase two does not occur, the service core will need to be designed aesthetically and functionally without the second tower.
10. Phase one structure shall be designed with infrastructure and space to accommodate a solid waste compactor, in the event that after operations commence waste collection warrants a different solution.
11. An amended Subdivision Plat is required for this development and shall be recorded prior to issuance of building permits.
12. The Subdivision Plat shall be put into proper engineered format with appropriate signature blanks and recorded with the Maricopa County Recorder's Office through the City of Tempe's Community Development Department no later than one year from the date of City Council approval. Failure to record the plat within one year of City Council approval shall make the plat null and void.
13. All property corners shall be set and verified with staff upon final recordation of the subdivision plat, no later than three (3) months from the date of County recordation or as determined by staff.
14. A parking affidavit shall be filed with the Community Development Department for the use of shared parking supported by the parking analysis. If any proposed change or intensification of uses requires additional parking greater than proposed, a revised parking model shall be submitted.
15. The property owner, at the completion of the development construction, shall bear the cost of any necessary street pavement improvements resulting from construction traffic in the area.

Section 3. Pursuant to City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this
_____ day of _____, 2016.

Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

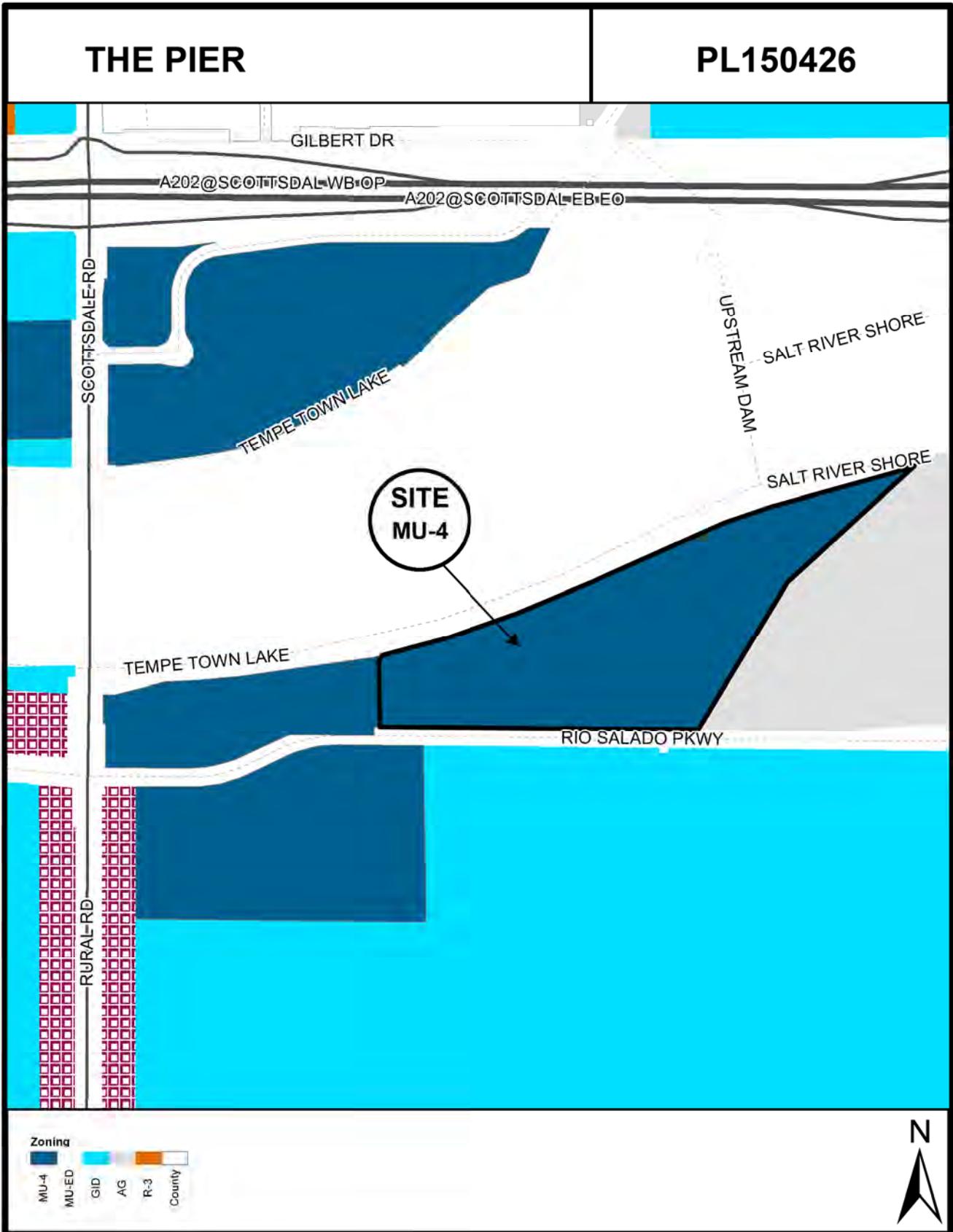


DEVELOPMENT PROJECT FILE

for
THE PIER
(PL150426)

ATTACHMENTS:

1. Location Map
2. Aerial
- 3-38. Letter of Explanation
39. Planned Area Development Cover Sheet T1-01
40. Site Plan Sheet T1-02
41. Pier 202 Lot Diagram Sheet EX-01
- 42-43. Site Refuse Diagram and Basement Level Refuse transport plan Sheets RP-01 & RP-02
44. Easement Modification Diagram Sheet EM-01
45. Fire Site Access Diagram Sheet FDA-01
46. Concept Site Plan Showing Hardscape Sheet A1-00
- 47-50. Below Grade Parking Garage Floor Plans Sheets A1-01-04 (ordered from B4 lowest level up to B1 first level below street level)
51. First Floor Plan Sheet A1-05
52. Second Floor Plan Sheet A1-06
53. Third-Fifth Floor Plans Sheet A1-07
54. Sixth Floor Plan Sheet A1-08
55. Seventh-Twenty-Third Floor Plans Sheet A1-09
- 56-57. Roof Plans Sheets A1-10 and A1-11
- 58-64. Landscape Plans Sheets L1.1 through L1.7
- 65-71. Colored Elevations Sheets A3-01 through A3-07
- 72-78. Black and White Elevations Sheets A3-08 through A3-14
- 79-80. Color Elevations of storefront pedestrian level Sheets A3-15 and A3-16
81. Building Section Sheet A4-01
- 82-83. Building Sections and Details Sheets A4-02 and A4-03
- 84-87. Neighborhood Meeting Summary and Notification
- 88-89. Waiver of Rights and Remedies



Location Map

THE PIER	PL150426
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Aerial Map

THE PIER
ENTITLEMENT APPLICATION
PAD, DPR, & USE PERMIT

PREPARED FOR:
SPRINGBROOK DEVELOPMENT, L.L.C.
ROBERT FRANSWAY
MEMBER

LOT 5, PIER 202
E OF NEC RIO SALADO PKWY & RURAL RD.
TEMPE, ARIZONA

APPLICANT:
SENDER ASSOCIATES, CHARTERED
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DARIN@SENDERLAW.COM JEN@SENDERLAW.COM

OCTOBER 19, 2015 (REVISED 11/16/15)

SPRINGBROOK

DEVELOPMENT, LLC



THE PIER PROJECT NARRATIVE

I. INTRODUCTION

Springbrook Development, LLC respectfully submits the following entitlement request for The Pier, a true mixed-use high-rise development proposed to occupy Lot 5 within the Pier 202 Masterplan east of the northeast corner of Rio Salado Parkway and Rural Road (the "Site").

Located within the iconic Pier 202 Masterplan, The Pier includes a mix of retail, restaurant, luxury residential, and underground parking in two slender towers, within two phases. Focusing on the pedestrian experience and Town Lake access, The Pier features four-sided retail, a Lakefront restaurant, and an internal walkable arcade providing direct access to the Lake's southern Linear Park.

With over 30,000 square feet of retail and restaurant, The Pier integrates seamlessly into the Pier 202 Masterplan envisioned and approved by the city in 2007. That Masterplan included nine separate lots (now ten lots) intended to develop together as a "...compact urban community by creating a distinctive district, defined by a system of streets and neighborhood blocks promoting pedestrian access and waterfront views." Further, the vision of the Masterplan's urban neighborhood concept "...will allow people to walk, shop and work within steps of where they live."



One very important quality of the Pier 202 Masterplan is its connection to the Town Lake waterfront. "Pier 202 presents an opportunity to integrate water and utilize Arizona's unique arid land quality to craft an iconic sense of place." It is that iconic sense of place that The Pier seeks to catalyze. Physical adjacency was as

important to the Masterplan as emotional reaction to a sense of place. "Recreational elements such as interactive fountains, boating attractions, and local artisan displays will energize a more creative festive gathering place for shopping and dining at the project central water plaza."

The Pier was designed to maximize environmental efficiencies and includes a multitude of sustainable best practices such as a green roof-ecosystem, and agriscaping throughout the project.

Springbrook envisions The Pier as a signature development on Tempe Town Lake, a catalyst for the Pier 202 Masterplan's vision, and an example of successful sustainable design.



A. REQUEST OVERVIEW – ENTITLEMENTS

Springbrook seeks a Planned Area Development overlay (PAD) amendment to modify the existing approved PAD; a Development Plan Review (DPR) for the new buildings, landscaping, and site plan; and a Use Permit for 90 tandem parking spaces (90 standard spaces with 90 tandem spaces attached).

B. PROJECT LOCATION, GENERAL PLAN, AND ZONING

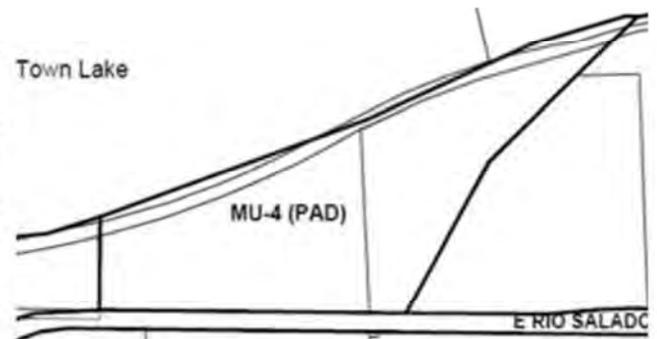


The 2.624 acre Site comprises Lot 5 of the Pier 202 PAD Masterplan approved on May 17, 2007. The Masterplan fronts Tempe Town Lake and is located east of Rural Road, north of Rio Salado Parkway adjacent to ASU's Karsten Golf Course. The Site and the entire Masterplan are currently vacant, although significant public improvements including streetscape and utilities have been completed within the Masterplan area, and at least one exciting project is scheduled to begin construction soon.

The General Plan Projected Land Use designation for the Masterplan area is Mixed-Use, reflecting the nature of this Masterplan as a "Live, Work, Play" destination area. During the recent General Plan 2040 update, the General Plan Projected Residential Density designation for the Site and Masterplan was upgraded from "High-Density >25dua" to "Mixed-Use High Density Urban Core (>65dua)."

The Masterplan is also located within the General Plan's Rio Salado Growth Area - the Goal of which is to "[d]evelop a regional destination for employment, residents, cultural amenities and recreational opportunities." The Pier embodies that Goal by catalyzing development on the Town Lake within a Masterplan designed to blend employment, housing, cultural amenities, and recreation.

The entire Masterplan area is zoned MU-4 for high-intensity mixed-use development. Zoning surrounding the Masterplan includes General Industrial ("GID") and Agricultural ("AG") within the Karsten Golf Course to the south and east, and MU-4 to the west. The Site and entire Masterplan is also located within the Rio Salado Overlay District ("RSOD"). This District's purpose is "...to provide an opportunity for a smooth transition to adjacent land uses..." by encouraging a mix of land uses, recreational facilities, and combining flood control with environmental design.



Adjacency to Site	Zoning	Current Use	GP Projected Land Use	GP Projected Residential Density
SITE	MU-4 PAD RSOD	Vacant	Mixed-Use	High Density-Urban Core (> 65 du/ac)
North	Town Lake	Recreation	Public Open Space	-N/A-
Northeast	Town Lake	Recreation	Public Open Space	-N/A-
East	MU-4 PAD RSOD	Vacant	Mixed-Use	High Density-Urban Core (> 65 du/ac)
Southeast	MU-4 PAD RSOD	Vacant	Educational	High Density (up to 65 du/ac)
South	MU-4 PAD RSOD	Vacant	Mixed-Use	High Density (up to 65 du/ac)
Southwest	MU-4 PAD RSOD	Vacant	Mixed-Use	High Density (up to 65 du/ac)
West	MU-4 PAD RSOD	Vacant	Mixed-Use	High Density-Urban Core (> 65 du/ac)
Northwest	Town Lake	Recreation	Public Open Space	-N/A-

Table 1.1 – Surrounding Zoning, General Plan Designations, and Uses

C. OVERVIEW – THE SPRINGBROOK DEVELOPMENT AND DESIGN TEAM

1) Springbrook Development 

Springbrook Development, LLC was founded 30 years ago in 1984 by Robert Fransway to purchase land, design, construct, and manage commercial property owned long term for their own account primarily in Wisconsin. Two years ago, the Fransway Family relocated to Scottsdale, Arizona and acquired 240 units in Chandler, Arizona.

The Pier will be their first new construction in their new home state of Arizona. They have long owned and operated approximately 1,000 apartment units at a conservative debt level. They manage all construction and self-perform a significant portion of the construction allowing us to build a significantly better product than would otherwise be possible. Springbrook embraces long-term resident sustainability and overbuild projects for maximum livability so very little long-term marketing is needed to maintain full occupancy. The company possesses the depth of knowledge, experience, skills and long-term personnel to superbly develop this special residential project in Tempe.

2) Rinka|Chung 

Rinka Chung Architecture Inc. is an award-winning full service architecture firm existing to serve progressive and visionary clients. They maintain a broad based architectural practice, intentionally avoiding project categorizations or narrow areas of expertise. They specialize in complex, collaborative projects that require a unique approach, thoughtful design, and creative problem solving. This approach allows them to devise tailored design solutions to each project rather than applying off the shelf techniques. Their clients are also trusted friends and partners—they share a joint interest and responsibility for each project’s success.

3) Architekton 

Architekton is known for award-winning, creative solutions to complex projects that balance functionality with aesthetics, and for the firm’s ability to manage strict budgets and produce high quality

architecture. In the 26 years since its founding, the firm has completed projects that have not only been deemed a success by users and the surrounding communities, but have gained critical acclaim through publication and awards. The firm's partners' never-ending passion to be creative and innovative has resulted in more than 125 local, regional, and national citations for design excellence.

4) Agriscaping Technologies, Inc.



Agriscaping Technologies, is a national leader in improving local food access and resource sustainability. Their locally Certified Agriscaping Professionals transform landscapes into elegant, productive gardens that integrate innovations in micro-climate technologies, grey-water recycling, and local market demands to produce beautiful landscapes that can literally pay for themselves and greatly reduce landfill waste.

5) The Design Element



Delivering inspired, memorable, and functional landscape architecture on time and on budget for a wide range of forward thinking clients. The Design Element reveres the art of practicing landscape architecture. Beginning as design partners at Arizona State University, the studio mates evolved into a partnership that has collaborated on many project types including business environments, urban infill, and higher education for more than two decades. Partners Jeff Anderson and Marc Beyer chose their profession because they have a passion for design and a desire to make a difference.

D. THE PIER DEVELOPMENT CONCEPT

1) Design Elements

Through remarkable vision and foresight, the City of Tempe has created one of the nation's most extraordinary urban assets in Tempe Town Lake. It is an unprecedented jewel that encourages tourism and is an inducement for some of the highest quality development in the State of Arizona.

The Pier 202 Masterplan is now at a critical juncture. Following the devastating recession of 2008, Pier 202 lost the protection of its master developer. This Masterplan needs continued protection from lower cost land uses that can mobilize more quickly and easily but will destroy the beginning of a cohesive, well connected Lakefront mixed use district.

The Pier is specially designed to be an award winning iconic catalyst to set the tone and bar for this new Lakefront mixed use district. Protecting and improving the surrounding land values and uses is mission critical for the Pier 202 area. Continuous ground floor retail/mixed use is vital to enable pedestrian traffic to the waterfront boardwalk and create a vibrant Lakefront district.

The Pier is designed to be developed in two phases. Phase 1 will include the underground parking garage, the majority of the pedestrian level; the south and east retail, restaurant, and patio; the vehicular entry to the parking garage; Vista del Lago streetscape including the on-street parking; the amenity areas including the pool and outdoor lounges; and the east tower. Phase 2 will include the west tower and the remaining western pedestrian areas, retail, and amenities.

2) Project Design

The Pier is designed to be an iconic development deserving of its prime waterfront location that will strive to achieve the most vital contemporary architecture in the Southwest. Soft, elegant curves with heavily planted terraces create an inviting environment that will attract a range of discerning residents. The Pier's design is a clean, modern aesthetic combining deeply shaded balconies, glass exterior walls and lush landscapes for a unique living atmosphere. Flex use, all glass ground floor spaces have 18' tall ceilings and are fronting on all four sides of the project to provide cohesive public interaction with the rest of the district.



The building massing is two slender towers juxtaposed at the east and west boundaries of the Site. The east tower is pushed to the southeast corner of the Site to act as a prominent presence upon the main vehicular entry at Pier Drive. The form subtly folds away as it approaches the Town Lake to open up sightlines to the water. The east tower will be constructed in Phase I of the development. The west tower is positioned toward the northwest corner of the property and becomes a visual anchor on the Lake. Both towers have a plinth of residential units that add a low-rise scale to the Site

perimeter. The plinth units have wrap around balconies with plantings and green roofs as viewed from above. A 3-story bridge paralleling Vista del Lago Drive connects Phase I and II of the development and acts as a gateway to the residential courtyard.

The development is committed to maintaining an urban density and mix of uses originally envisioned for the Pier 202 Masterplan to promote a vibrant, walkable community. Two retail spaces address Vista del Lago Drive as ground floor anchors to the Phase I and Phase II structures. A signature restaurant space is planned for the northeast ground floor corner that will enjoy prime views of the waterfront and ideal solar shading for an afternoon or evening dining. Large, shaded outdoor terrace spaces and operable glass walls create an indoor/outdoor connection that will activate the boardwalk and future Tract B promenade. Retail spaces at the north and west sides of the Site will provide ground floor activation at this corner.



3) Conceptual Building Materials

The exterior material composition is one of simple sophistication with a limited palette of high quality materials. Glass is the main building material, forming horizontal bands set into the continuous wrapping balconies. Glass options have been carefully studied for aesthetics and performance. The proposed glazing is a performing low-E double pane unit with a slight blue hue, yet mostly clear to provide unencumbered sightlines.

The building base is accented with an earthy tone stone panel, grounding the building and giving a high-quality, tactile experience to the pedestrian level realm. Balcony undersides will be a synthetic stucco in a sand finish, complementing the planter box facing. Other accent materials include anodized aluminum

door / window frames, stainless steel railings, white painted steel trellis, frosted glass balcony dividers, and a signature fritted glass vertical element on the north and south faces of each tower.

The planter boxes will provide the a continuous exacting edge of the floor plate perimeter, and as such, the planter box and railing details are of paramount importance and will continue to be studied closely by the design team. The planter box facing material will be a permanent, crisp edge that performs well under sun drenched, damp conditions. The design team will test the options in the construction phase to determine the best look. Current cladding options under final consideration include back painted glass, white honed nano glass, composite metal panel, synthetic stucco, and glass fiber reinforced concrete, all in a white/off-white shade.

Railing systems will be 48" tall and will consist of horizontal guard rails compliant with code mandated spacing requirements. The horizontal guards will allow easy access to maintain the planting beds by reaching through the cable openings. To maximize safety, the rails are pushed outward beyond the balcony edge and are centered inside of the planting beds. This cantilevering of the railing aids maintenance access to the plants, and allows for a resident garden area inside of the railing. An alternate railing option, as shown in the drawing submittal, will be considered for its flowing design and safety advantages.

4) Site Circulation

Consideration is given to both pedestrian and vehicular routes with the intent to create a lush, serene core to the residential units. The vehicular entrance drive graciously draws traffic to the underground level that is interconnected with the ground floor plaza through several light-well floor openings. A drop-off loop centered on the Site off of Vista del Lago connects vehicular traffic with the courtyard entrances to the residential towers and the restaurant. The lower level courtyard is lined with common amenities, connected by stairs, and is cooled and calmed by shading and the sounds of water features. The upper level terrace is a lush common amenity, landscaped with outdoor lounge spaces, reflecting pools, planting beds, and an outdoor pool terrace overlooking the Town Lake.



All four sides of The Pier are designed to be experienced and enjoyed by pedestrians - there is no "back side" to the development. The Vista del Lago approach is continuously lined with retail, breaking in the center for the grand courtyard entrance and vehicular drop off. A generous sidewalk directs pedestrians along the retail storefront under the shade cover of a planted trellis. The west side at the termination of Newberry Lane is an extension of this trellis-shaded promenade with continuous flex retail spaces wrapping to the north side along the South Linear Park.

Building service areas are discretely tucked into the façade, removed from the most prominent building exposures. On the north side, the Southern Linear Park is lined with retail, a lower pool with waterfall edge, entries to the upper courtyard, and a signature restaurant terrace with tiered outdoor seating fronting the Linear Park. This outdoor dining continues along the east edge and morphs into a shaded trellis walkway over retail fronting on Tract B approaching Vista del Lago. The Pier's perimeter is a continuous pedestrian experience, almost entirely accessible to the public.



A distinguishing feature of the development is a multi-level grand courtyard that connects ground floor retail, common amenities, apartment entrance lobbies, and parking levels while providing views of the Town Lake beyond. Pedestrian passageways, shaded walkways and arbors permeate The Pier's spatial voids. From all elevations and views, light, and the sounds of water and life will filter in. The building is slightly elevated to allow ground floor sightlines to the water. The 3-D modeling to be submitted will accurately reflect the true sightlines to the water.

5) Sustainability Strategies

The buildings feature a green roof ecosystem providing the following significant benefits: reduction of noise transmission into the building, increased energy efficiency, protection of the roof from heat and ultraviolet light, storm water load management, cleansing of toxins from rainwater, and mitigation of urban heat island effect. Greywater building irrigation is being explored to the extent currently allowed by code. If approvals are not feasible, a greywater system will be stubbed-in and utilized at a future date.

A defining feature of the residential towers is the continuous planter boxes lining the balcony perimeter. A detail of the planter box has been included. Great consideration has been given to the planter box design. To provide absolute durability, the boxes are continuous heavy steel providing a secondary means of water catchment and evaporation for any water that bypasses the UV stabilized PVC interconnected liners. Soil depth is nearly double that of typical elevated planters for improved plant capacity and growth. Plantings will be specific to the elevation exposure, contain productive agricultural plants, and cascade over the planter box edge to provide additional glass shading to the floor below.

II. APPLICATION REQUESTS

The purpose of this Application is to amend the existing PAD overlay to accommodate the new development vision for the Site. The PAD modifications will allow The Pier to establish new development standards that will accommodate the current development proposal. The DPR request reflects the new site, building, and landscape designs specific to The Pier. Finally, a use permit for 90 tandem parking spaces is also requested.

A. PLANNED AREA DEVELOPMENT OVERLAY AMENDMENT

The PAD Overlay for Pier 202 allows the project to accommodate, encourage, and promote innovatively designed developments, recognizing that adherence to a traditional pattern of development standards (i.e. height, setback, lot coverage) would preclude the application and are therefore replaced by performance considerations providing a high quality development.

1) History

a. Rio East – Ciudad del Lago

The Site is Lot 5 within the Pier 202 Masterplan (also known as The Pier at Town Lake and Southbank) - a proposed mixed-use development east of Rural Road on the north side of Rio Salado Parkway adjacent to Tempe Town Lake. The Pier 202 Masterplan was the result of the city's broader vision for future development along the Town Lake. In 1982 the Tempe Rio Salado Plan was passed by the City Council (Resolution No. 1751) to encourage optimum development along the banks of the Rio Salado within the city.

In 1995, the city issued a request for submittal of qualifications of developers for a mixed-use development known as Rio East, and selected Ciudad del Lago as developer of 100 acres within the Rio Salado Project. The subsequent development agreement included approximately 40.6 acres for Rio East – Ciudad del Lago Phases I, II, and III on the northeast corner of Rio Salado Parkway and Rural Road, including the Site. Rio East included city owned property (approximately 28 acres, Phases I and II) and ASU owned property (approximately 13.5 acres, Phase III).

In 1997, the City Council approved rezoning requests submitted by Ciudad del Lago (Phases I and II) and ASU (Phase III) to rezone the 40.6 acres from AG to MG (now MU-4 in the current Zoning and Development Code) with Preliminary PAD approval. The Preliminary PAD approval included over 1,000,000 square feet of mixed-use building area in three phases of high-rise buildings over structured parking.

In 1998, that development agreement was modified and a Final PAD for Rio East – Phase I was approved for the Peabody Hotel. The Final PAD encompassed 21.92 net acres, including the Site, and consisted of hotel, conference area, restaurants, bar/lounge, retail, and office uses with structured parking and building heights up to 28-stories. The Peabody Hotel development plan was situated on land that is now a part of Lot 5 (The Pier Site) and Lot 4 of the Pier 202 Masterplan.

b. 2007 Pier 202 Masterplan

In 2006, with Rio East still undeveloped, the City entered into a new development agreement with Pier 202, LLC for exclusive development rights of the approximately 27 acres in Rio East Phases I and II. An Amended PAD for Pier 202 was subsequently approved in 2007.

The PAD approval included 3,693,400 square feet of building area in 9 buildings ranging in height from 187' to 310' on 8 (now 10) separate parcels. The mix of uses included a 285-key hotel, 1,484 residential units, commercial (retail, restaurant, spa), and open space.





The overriding theme of the previous proposals and approvals was to replicate the successful urban mixed-use and pedestrian oriented development context present in downtown Tempe and continue it east along Rio Salado to the Pier 202 Masterplan area. The 10 lots that comprise the 28-acre Pier 202 Masterplan are vacant, although many infrastructure improvements have been made to common areas. The City of Tempe owns 6 of the 10 lots within the Masterplan area and has a significant interest in seeing its urban mixed-use vision move forward.

In 2012, the Villas at South Bank was approved for a 262-unit senior living facility in a 17-story structure with a 2-story commercial structure on Lot 3. That project is a welcome addition to the Pier 202 Masterplan and is slated to begin construction soon.

2) Requested Modifications

The existing Pier 202 Masterplan PAD set many development standards for The Pier, and left some standards to be determined later by a subsequent PAD amendment. The Pier development proposes to modify five PAD standards, and set several others that were not specifically defined by the prior PAD.

a. Modifications to the Pier 202 PAD

- i. The Pier seeks to introduce 551 residential units to the mix of uses proposed for the Site. These units are in lieu of the prior approved 285 hotel rooms. Therefore, the PAD must be amended to eliminate the hotel rooms and include 551 residential units.
- ii. The addition of 551 residential units equates to a residential density of 210dua. The Pier 202 PAD did not include any residential density, so the PAD must be amended to include this density.

This density is highly compatible with the vision of the Pier 202 PAD Masterplan that anticipated high-rise, high-density, mixed-use development, and complies with the Site's General Plan 2040 Projected Residential Density designation of "High Density Urban Core (> 65 dua)."

- iii. The building height is proposed to be increased by about 40' from $\pm 252'$ to $\pm 292'-6''$ (to top of mechanical). The increase is mainly due to the increased floor to ceiling heights Springbrook is using. 10' ceiling heights in the residential units are more in line with the current luxury residential trends. Therefore, the PAD must be amended to show this minor height increase.

It is somewhat unclear whether the Pier 202 PAD measured the building height from the roof deck, top of parapet, or the more recent measurement used by the city, from the top of the mechanical units on the roof. For purposes of this application, we are taking the most conservative approach and assuming the prior PAD height was measured to the top of mechanical equipment so we can compare apples to apples.

This building height is similarly compatible with the Pier 202 PAD Masterplan of an approved maximum building height of 310', and its vision that anticipated high-rise, high-density, mixed-use developments.

- iv. The Pier proposes to slightly increase the lot coverage from 57% to 59.8%. This small increase in lot coverage is offset by the significant amount of landscaping proposed throughout the site, (both vertically and horizontally,) as well as the substantial ground floor pedestrian integration and connectivity. The PAD must be amended to include this small change in lot coverage.
- v. The Pier PAD amendment will establish new standards for required parking based on its updated mix of uses. The Pier 202 PAD required 433 parking spaces pursuant to a parking study prepared specifically for a hotel use. Using the zoning ordinance required parking ratios, The Pier currently requires 1,197 parking spaces. The parking study has indicated that 1,106 spaces (see below for calculation) is appropriate for this project. Therefore, the PAD must be amended to reflect this new project's parking requirements.

This parking study is specific to The Pier's own mix of uses and addresses the unique qualities of the project such as its location along the South Linear Park of the Town Lake, its location within a larger mixed-use area, and its inherent shared use potential between the residents and retail/restaurant amenities.

b. Standards to be set by The Pier PAD amendment

Other development standards to be set by this PAD that were not addressed or determined in the Pier 202 PAD for this Site include landscape coverage, setbacks, and bicycle parking. (See table below).

c. PAD Proposed Development Standards Table

PAD PROJECT DATA COMPARISON			
DEVELOPMENT STANDARD	EXISTING PAD APPROVAL (LOT 5 (old Lot 4A))	PAD PROPOSED (LOT 5)	CHANGE REQUESTED
GENERAL PLAN LAND USE	MIXED-USE	MIXED-USE	<i>No change</i>
GENERAL PLAN DENSITY	HIGH DENSITY - URBAN CORE (>65dua)	HIGH DENSITY - URBAN CORE (>65dua)	<i>No change</i>
SITE AREA	121,096.80 S.F. (2.78 AC)	114,311 S.F. (2.624 AC)	<i>(due to prior replat)</i>
DWELLING QUANTITY	-N/A-	551 units	+551 units
DENSITY	0.00	209.98 DUA (551/2.624 AC)	+209.98 DUA
BUILDING HEIGHT	252'	±273'-0" (roof deck)	+21'
		±288'-0" (mechanical screen)	+36'

		±292'-6" (mechanical)	+40'-6"
BUILDING LOT COVERAGE	57%	59.8% (floor 1 & Podium)	+2.8%
SITE LANDSCAPE COVERAGE	NO STANDARD	11% (114,311 S.F. / 12,643 S.F.)	<i>Standard Set</i>
BUILDING SETBACKS			
FRONT (Vista del Lago)	NO STANDARD	31'-6"	<i>Standard Set</i>
SIDE (E & W)	NO STANDARD	28'-9" (W), 15'-3 1/2" (E)	<i>Standard Set</i>
REVERSE FRONT (Lake)	NO STANDARD	18'-5"	<i>Standard Set</i>
VEHICLE PARKING			
Retail	(Per parking study)	Retail 57.69 (17,309 S.F./300)	<i>Standard Set</i>
Restaurant	(Per parking study)	Restaurant 109.93 (8,245 S.F./75)	<i>Standard Set</i>
Dining Patio	-N/A-	Dining Patio 24.39 ((3,959 S.F.-300)/150)	<i>Standard Set</i>
Studio	-N/A-	Studio 88.00 (88 * 1/unit)	<i>Standard Set</i>
1-Br	-N/A-	1-Br 370.50 (247 * 1.5/unit)	<i>Standard Set</i>
2-Br	-N/A-	2-Br 416.00 (208 * 2/unit)	<i>Standard Set</i>
3-Br	-N/A-	3-Br 20.00 (8 * 2.5/unit)	<i>Standard Set</i>
Guest	-N/A-	Guest 110.20 (551 * 0.2/unit)	<i>Standard Set</i>
Hotel Keys	(Per parking study)	-N/A-	
Hotel Meeting	(Per parking study)	-N/A-	
Hotel Spa	(Per parking study)	-N/A-	
TOTAL PARKING REQUIRED	433	1197	+764 spaces
TOTAL PARKING PROVIDED	565	1106 (per parking study)	+541 spaces
	<i>78 tandem</i>	<i>90 tandem</i>	
		<i>26 compact</i>	
		<i>23 on-street</i>	
BICYCLE PARKING **			
Retail	NO STANDARD	Retail 4.00 (18,083 S.F./7,500)	<i>Standard Set</i>
Restaurant	NO STANDARD	Restaurant 16.49 (8,245 S.F./500)	<i>Standard Set</i>
Dining Patio	NO STANDARD	Dining Patio 1.98 (3,959 S.F./2,000)	<i>Standard Set</i>
Studio	NO STANDARD	Studio 66.00 (88 * 0.75/unit)	<i>Standard Set</i>
1-Br	NO STANDARD	1-Br 185.25 (247 * 0.75/unit)	<i>Standard Set</i>
2-Br	NO STANDARD	2-Br 156.00 (208 * 0.75/unit)	<i>Standard Set</i>
3-Br	NO STANDARD	3-Br 8.00 (8 * 1/unit)	<i>Standard Set</i>
Guest	NO STANDARD	Guest 110.20 (551 * 0.2/unit)	<i>Standard Set</i>
Hotel Keys	NO STANDARD	-N/A-	
Hotel Meeting	NO STANDARD	-N/A-	
Hotel Spa	NO STANDARD	-N/A-	
TOTAL BIKE PARKING REQ.	NO STANDARD	548	<i>Standard Set</i>
TOTAL BIKE PARKING PROV.	NO STANDARD	626	<i>Standard Set</i>
** Bicycle Commute Area			

Table 2.1 – PAD Development Standards Table

3) City of Tempe PAD approval criteria

- a. The development fulfills certain goals and objectives in the General Plan, and the principles and guidelines of other area policy plans. Performance considerations are established to fulfill those objectives.**

As discussed in more detail below, the proposed development fulfills many of the goals and objectives found in the General Plan as well as principles and guidelines of the Community Design Principles for the Downtown/Mill Avenue District, the Tempe Rio Salado Development Plan, and the Urban Open Space Plan. The PAD development standards are set to maximize the Site's development potential, implementing a vision for development of the Tempe Rio Salado corridor that has been years in the making.

i. Tempe Rio Salado Development Plan

In 1982, Tempe passed Resolution 1751 adopting the Tempe Rio Salado Plan. to "encourage the optimum development of land along the Salt River within Tempe. The City then appointed a Rio Salado Advisory Commission and adopted the Rio Salado Overlay ("RSOD") Zoning district to accomplish the goals of the plan. The Site is within the RSOD boundaries.

After a referendum for a Valley-wide Rio Salado project failed, the Tempe City Council resolved to move forward with Tempe's vision for Rio Salado. The 1982 Rio Salado Plan was subsequently updated in the 1993 Rio Salado Development Plan. The 1993 Rio Salado Development Plan was created to achieve the goals, objectives, and policies of the General Plan pertaining to the Salt River area and guide development along the Rio Salado planning area.

The Pier meets the overriding goals and objectives found in both the 1982 Tempe Rio Salado Development Plan and the 1993 update. The primary goal of both plans is to "Encourage the Optimum Development of Land Along the Salt River." Objectives that support this goal include encouraging commercial investment to generate revenues that offset the cost of improvements in the area, and establishing a harmonious relationship between existing and future development on adjacent lands. The Pier will provide residential and commercial development that will produce a return on the city's investment in improvements to Tempe Town Lake. The intensity of the development and mix of uses is in line with previous proposals for the Site, which were the result of the City's request for development proposals for the Pier 202 Master Plan area after identifying it as a point of interest for potential development in the Rio Salado Plan.

ii. Community Design Principles - Downtown/Mill Avenue District

The Site is also within the Community Design Principles Downtown/Mill Avenue District - a community design plan accepted by the City Council's Central City Development Committee of the Whole on April 6, 2006. The District stretches from Priest Drive to McClintock Drive along the Town Lake, and includes Downtown Tempe and ASU in its boundaries. The Pier meets the vision and many of the principles set

forth in these Community Design Principles adopted to ensure that the area's essential qualities and distinctive characteristics were included as a point of reference for envisioning future development.



Many of the principles indicated in the Community Design Principles are applicable to The Pier. Tempe Town Lake is identified as the “crown jewel” of Tempe’s Rio Salado Project and a focal point that shall remain accessible. Ground floor building uses should include public spaces while overall building massing should provide Lake views. The Pier development embraces the vision for Town Lake and the principles found throughout the design plan.

- “One essential ingredient for being an original in the day of copies is courageous vision.”

The Pier exemplifies the vision of what Tempe can become. Courageous in its desire to span skyward and implement the vision established in the city’s design principles and PADs approved for Southbank, The Pier will set the bar for future reinvestment along the Lakefront and in Downtown Tempe. Understanding that the Town Lake is the “crown jewel” of Tempe’s Rio Salado Project that deserves one-of-a-kind development, Springbrook is committed to developing a world-class product designed specifically for this Site.

- Limited in horizontal expansion by finite municipal boundaries, the future of Tempe’s built environment will be determined not by planned sprawl, but by principled infill, redevelopment, rehabilitation and preservation.

The Pier reflects the ultimate in infill development - improvement of a vacant lot adjacent to the City’s premier amenity.

- This core area is a vibrant pedestrian realm with an authentic sense of place, defined by buildings and spaces with character and connections, punctuated by slender, elegant towers forming an interesting and dynamic skyline.

As part of Tempe’s core, Tempe Town Lake is a vibrant destination that embodies a unique sense of place. The Pier development will extend that vibrant sense of place further east along the Lake. The project’s ground-level retail, shaded outdoor terrace spaces, and pedestrian promenades will activate pedestrian realm.

The Pier incorporates many aspects of integration, innovation, articulation and definition – community, character, streets/spaces, function, planning, urban design, architecture and visualization.

The development maintains the intensity and mix of uses envisioned for Pier 202 while establishing a pedestrian experience at the ground level to maintain a human-scale environment. Interactive encroachments, such as sidewalk dining areas, terraces, planted trellises, pedestrian promenades, operable glass walls, windows, and building entries occur throughout the Site, accommodating access and defining function.

The building design incorporates green infrastructure and a palette of high quality materials reflecting the Lakefront context while creating a unique identity for the Site.

iii. Urban Open Space Plan - Town Lake Anchor and Pier 202 Building Block

The Urban Open Space Plan, initiated in the fall of 2006, was created to nurture and build on Tempe's unique downtown experience. For more than a year, the City worked with residents and stakeholders to explore options for creating a great public space environment that attracts residents, businesses, and students for decades into the future. In December 2007, the Urban Open Space Plan was adopted. The plan includes strategies to implement and operationalize a system of great, active public spaces, including recommendations for the city to manage, maintain, and finance them.



The Site is also within this Plan which includes basically the same land area as the Community Design Principles Downtown/Mill Avenue District. A key goal of the Urban Open Space Plan is that private development should make a greater contribution to the public realm. Recommendations in the Plan include making improvements for pedestrians and cyclists in building block areas and along major arterials; enhancing shared walking routes with tree cover or other shade; and adding shaded pathways. Springbrook agrees with these goals and recommendations envisioning a project that brings vibrancy and activity to the Site.

The Plan identifies three elements that will develop the vision for Downtown public spaces: anchors, building blocks, and neighborhood spaces. The Site is located in an area identified as a "building block" in the Urban Open Space Plan. Building blocks are areas that will reinforce the identity of and access to the anchors. In this case, the building block is the Pier 202 Masterplan area and the nearby anchor is Tempe Town Lake. Tempe Town Lake is one of the most recognizable public attractions in Arizona, with over 2 million visitors per year.

Pier 202 presents opportunities for development that increases access to the Lakefront. Key elements called for include outdoor plazas, public amenities, and paths. The goal for development within Pier 202 is permeability and accessibility. The Pier meets this goal as a highly permeable and accessible development incorporating open spaces, paths, and an outdoor plaza to create a vibrant, urban development providing access to the Lake. Ground floor retail, outdoor dining, and urban open spaces increase the permeability of the Site and provide urban open spaces to implement the Plan's vision.

The Urban Open Space Plan also identifies "Green Streets" as an important concept. The reasons for striving to implement Green Streets include creating an environmentally sustainable city, making the city more pedestrian and bicycle friendly, reducing heat islands, adding higher level amenities for pedestrians, and providing better accommodations for bicycles and transit. Rio Salado is identified as an essential "Green Street" due to the high potential for run-off pollution to the Lake. While not directly on Rio Salado Parkway, the importance of incorporating Green Street characteristics in The Pier is greater because the project is closer to the Lake. The Pier will improve the streetscape along its frontage to incorporate the Green Street characteristics, such as wider sidewalks, street trees and landscaping,

shade and shelter, pedestrian scale lighting, seating, and street furnishings. The end result is a development that is environmentally sensitive, active, and accessible to the public.

iv. General Plan Goals and Objectives

The General Plan sets forth Tempe's desire to develop as a leader in urban living. The plan's guiding principles – balanced land use, enhanced quality of life, increased economic vitality, greater accessibility, and sustainability and environmental stewardship - are crafted to take advantage of Tempe's enviable location and amenities to make Tempe the best urban city in Arizona for residents to live, work, learn, and play. The Pier development embraces these same principles to create a dynamic, sustainable, mixed-use project with identifiable character along Tempe Town Lake.

The requested PAD Overlay will allow the Pier to fulfill a number of the goals and objectives found throughout the General Plan and create a project that embodies the plan's guiding principles. The project conforms with the Site's Mixed-Use High-Density Urban Core (>65dua) Projected Land Use and Projected Residential Density.

The Pier provides infill development of a prime waterfront location in the Rio Salado Growth Area that will promote the City's vision for vibrant, urban development in the first-tier Town Lake/Downtown/ASU/Stadium District Hub. The Pier's mix of uses, elegant architecture, and unique landscape cultivate an elevated quality of life for potential residents. The Site enjoys prime access to Tempe's multi-modal transportation network, retail and employment opportunities, and Town Lake amenities, making it highly accessible for users. The project design utilizes a number of sustainable strategies to maximize environmental efficiency.

1. Land Use Element and Projected Land Use

Goal: *Foster quality development through land use that provides sustainable growth and enhances the quality of life where people live, learn, work and play.*

Objectives:

- Establish development of multiple hubs with higher density cores serving the surrounding neighborhoods as its mixed-use urban activity center
- Promote land use patterns that encourage long-term sustainability
- Encourage a balanced community with a diversity of uses and employment opportunities
- Promote compact, efficient infill development

The Site's Projected Land Use Designation and Projected Residential Density is Mixed-Use High-Density Urban Core >65 dua. The Pier's mix of high density residential, retail, and restaurant uses fulfills these projected land use and residential densities, and promotes the activity and connections envisioned for first-tier hubs in the city. This type of compact, urban development is an essential component of sustainable land use patterns and will ensure that Tempe enjoys continued growth in appropriate geographic locations. The Pier's integration within the broader Pier 202 Masterplan provides a catalyst for development of this urban Lakeside core. A true mixed-use urban development, the Masterplan proposes to integrate residential, retail, commercial, and many other land uses in one entertainment/public gathering space on the Lake in a compact, efficient, and sustainable manner. The Pier will help the Masterplan's vision become a reality.

2. Community Design Element

Goal: *Community Design - Promote design and development standards that improve the community's visual quality, urban form, and functionality to enhance the quality of life for future generations.*

Objectives:

- Create recognizable and usable “places”
- Provide focal points
- Encourage and enhance pedestrian movement
- Respond to climatic factors and human comfort
- Provide opportunities for interaction and observation
- Encourage mixed-use design
- Encourage architecture that will withstand changes in style and economy, enabling adaptive re-uses in the future
- Promote sustainable design concepts

The Pier is positioned to be a landmark development on the Lake. The slender towers, contemporary architecture, and high-quality materials create an iconic form and focal point in Tempe's growing skyline. The unique design maximizes accessibility and comfort with a comfortable, human-scaled environment that promotes ample opportunities for interaction and observation. The Site's perimeter is a continuous pedestrian experience with trellis-shaded pedestrian promenades, flex retail space, and outdoor dining. A multi-level grand courtyard adds a unique amenity that connects uses within the development. Lush landscaping throughout the project is a defining feature of the project that adds to the character and enhances the user experience.

3. Redevelopment Element

Goal: *Sustain or maximize the efficiency of land uses within areas of stagnation or decline by promoting the greatest economic, social and cultural potential.*

Objectives:

- Encourage reinvestment, rehabilitation, redevelopment or reuse
- Prevent and eliminate slum and blight
- Stimulate private investment
- Attract new development that adds to urban livability

The Pier is a substantial investment in the Site and the Pier 202 Masterplan. Springbrook is committed to providing a high-quality development that maintains the vision of a unique, vibrant, walkable community set forth in the Pier 202 Masterplan. This significant investment continues Tempe's recent success in its Downtown and other Town Lake developments, and sets a tone for future private investment. The Site has been vacant for years and is in need of development to bring Pier 202 to life and activate an underutilized section of Tempe's premier Lake amenity.

4. Housing Element

Goal: *Provide diverse housing opportunities for current and future residents, for all income levels and household types, with specific focus on providing affordable housing to help those in greatest need.*

Tempe is a richly diverse community and requires a housing portfolio that will attract current and future residents and businesses to support continued diversity. Urban housing options in mixed-use communities are an essential component of that housing stock. The Pier will provide a unique living atmosphere to fill growing market demand for luxury, urban housing.

5. Economic Development Element

Goal: *Stimulate a sustainable, diversified and vibrant economy and job force.*

Objectives:

- Develop an increased tax base
- Promote a sustained improvement in the standard of living and quality of life for all residents
- Attract businesses and employers that provide jobs paying wages at or above the regional average
- Maintain and attract a highly trained workforce

The Pier will be an economic driver for Tempe, contributing to the financial, economic, and cultural diversity of the community. The development will add luxury residential units, retail jobs, and construction, all of which will contribute to the city's tax base. The mix of uses and unique atmosphere provided in the development will help attract and maintain a highly trained workforce seeking options about where to live, work, learn, and play. The end result is increased quality of life for all residents of Tempe.

6. Growth Area Element

Goals: Rio Salado Growth Area

- *Develop a regional destination for employment, residents, cultural amenities and recreational opportunities.*
- *Continue investment in improvements to make the Downtown a financial, civic, cultural and professional hub of the region.*
- *Encourage reinvestment and establish compact, desirable and walkable urban neighborhoods.*

Objectives:

- Attract distinct development to Rio Salado
- Position Town Lake to obtain a maximum return on investment and be fiscally sustainable for the City of Tempe.
- Establish Town Lake as a regional centerpiece and national destination for recreation and culture.
- Utilize sensitive environmental planning
- Develop and use Rio Salado to improve regional quality of life.

The Pier will support Tempe's significant financial investments in the Rio Salado Growth Area, Tempe Town Lake, the Light Rail, and Downtown by creating an iconic development on the waterfront that attracts and sets a tone for future development in the Pier 202 Masterplan Area. Tempe has seen a return on its investment in the Town Lake with increased use of recreational elements and visionary developments such as Hayden Ferry, Marina Heights, and Vela at Town Lake. The Pier will add to the dynamic Lake environment by providing residents and active uses to support the Lake's amenities. This influx of development and activity will attract future investment in nearby properties positioned for improvement.

7. Pedestrian Network, Bikeways, and Transit Element

Goal: Pedestrian Network – *Develop safe, comfortable walking environments and pedestrian connections to encourage pedestrian travel.*

Goal: Bikeways – *Expand and enhance bicycle travel within the City.*

Goal: Transit - *Coordinate and produce efficient, safe, convenient and interconnected transit options to increase ridership.*

Objectives:

- Increase awareness that pedestrians are a priority in Tempe, and that pedestrian travel is an important part of the overall transportation system
- Provide convenient and safe pedestrian access to destinations to promote neighborhood safety
- Ensure pedestrian accessibility for all
- Increase pedestrian accessibility and enhanced the pedestrian environment with engaging and interesting experiences for pedestrians
- Increase transit modes and services that support ridership increases and an expanded transit

Tempe's ability to meet future travel demands requires community support for multi-modal transportation systems. To achieve the goals and objectives of these elements, development must facilitate access to transit, encourage bicycle usage, and create safe pedestrian environments. The Pier will bring an essential mix of uses and density to the Town Lake/Downtown/ASU/Stadium District Hub, an area of Tempe that is highly connected with transit options. This influx of activity and people on the Site will help increase ridership on transit systems, thereby supporting Tempe's investment in the transit system and commitment to becoming a 20-minute city. Increased density in the Town Lake/Downtown/ASU/Stadium District Hub catalyzed by The Pier may also help obtain federal funding for the Modern Streetcar.

The design of The Pier is highly pedestrian-oriented and incorporates recreational elements, landscaping, and pedestrian arcades to create a safe and comfortable pedestrian experience. Placing great emphasis on the pedestrian and bicycle elements ensures the project promotes a balance of all modes of transportation available to the Site including bicycles, vehicles, bus, and walking.

8. Environmental Planning Element

Goal: Ambient Temperature – *Minimize heat island impacts to maintain a comfortable year-round outdoor environment and reduce energy consumption.*

Objectives:

- Consider ambient temperature reduction within development, energy and water resources policies and programs

The Pier will incorporate a number of sustainable strategies in its design to minimize the development's impact on the environment by reducing energy consumption and heat island impacts. (Please see section 1.D.5) "Sustainability Strategies" above). The buildings will feature a green roof ecosystem that boasts a multitude of significant environmental benefits. Greywater options are being explored and will be

utilized either immediately or at a future date depending on code allowances. Continuous planter boxes line the residential towers to provide agriscaping opportunities that will provide local food access and reduce landfill waste. Other innovative strategies will also be considered as the development progresses.

b. Standards requested through the PAD overlay district shall take into consideration the location and context for the Site for which the project is proposed.

The standards previously approved for the Pier 202 PAD took into consideration the special location and context of the area on Tempe Town Lake and the south Linear Park. The Pier seeks to modify only five of those approved standards. These modifications, and The Pier development itself, fit well into the Pier 202 Masterplan that anticipates a live, work, play environment.

c. The development appropriately mitigates transitional impacts on the immediate surroundings.

The Pier has been designed to ensure a compatible development that appropriately mitigates any impacts on the immediate surroundings. The design details create an aesthetically pleasing development that will enhance the surrounding area. Most importantly, at the street level, the building is recessed from the property line in varied locations to create a usable and active pedestrian environment. The design incorporates pedestrian plazas, public/private spaces, permeable pedestrian accessibility, and generous landscaping to enhance the pedestrian realm, improve walkability, and create connectivity to the Town Lake and surrounding development.

B. DEVELOPMENT PLAN REVIEW

1) Project Design Overview

The Pier is designed to be an iconic development deserving of its prime waterfront location that will strive to achieve the most vital contemporary architecture in the Southwest. Soft, elegant curves along with heavily planted terraces create an inviting environment that will attract a range of discerning residents. The Pier's design is a clean, modern aesthetic combining deeply shaded balconies, glass exterior walls, and lush landscapes for a unique living atmosphere. Flex use, all glass ground floor spaces have 18' tall ceilings and are fronting on all four sides of the project to provide cohesive public interaction with the rest of the district.

The building massing is two slender tower forms juxtaposed at the east and west boundaries of the Site. The east tower is pushed to the southeast corner of the site to act as a prominent presence upon the main vehicular entry at Pier Drive. The form subtly folds away as it approaches the Town Lake to open up sightlines to the water. The east tower will be constructed in Phase I of the development. The west tower is positioned toward the northwest corner of the Site and becomes a visual anchor on the Lake. Both towers have a plinth of residential units that add a low-rise scale to the site perimeter. The plinth units have wrap around balconies with plantings and green roofs as viewed from above. A 3-story bridge paralleling Vista del Lago Drive connects Phase I and II of the development and acts as a gateway to the residential courtyard.

2) City DPR Approval Criteria

Development Plan approval shall be based on consideration of the following criteria:

a. Placement, form, and articulation of buildings and structures provide variety in the streetscape.

The building massing is two slender tower forms juxtaposed at the southeast and northwest boundaries of the site. This positioning creates a prominent tower presence on both the Vista del Lago street frontage with the east tower and on the Town Lake Linear Park with the west tower. Both towers have a plinth of residential units that add a low-rise urban scale to the Site perimeter.



A near continuous Site perimeter of ground floor retail creates a continuous pedestrian experience, almost entirely accessible to the public and under shade cover of a planted trellis. A 3-story bridge paralleling Vista del Lago Drive connects phase I and II of the development and acts as a gateway to the residential courtyard.

b. Building design and orientation, together with landscape, combine to mitigate heat gain/retention while providing shade for energy conservation and human comfort.

The apartment units are shaded by a deep, wrap-around balcony on all four sides of the building. The tower orientation was carefully studied through sun path modeling to take maximum advantage of the balcony shading and minimize sun exposure to the glass. A defining feature of the residential towers is the continuous planter boxes lining the balcony perimeter. Plantings will be specific to the elevation exposure, contain productive agricultural plants, and cascade over the planter box edge to provide additional glass shading to the floor below.



A multi-level grand courtyard connects ground floor retail, common amenities, apartment entrance lobbies, and parking levels while providing views of the Town Lake beyond. The upper level terrace is a lush common amenity, landscaped with outdoor lounge spaces, reflecting pools, planting beds, and an outdoor pool terrace overlooking the Town Lake.

The buildings feature a green roof ecosystem providing the following significant benefits: reduction of noise transmission into the building, increased energy efficiency, protection of the roof from heat and ultraviolet light, storm water load management, cleansing of toxins from rainwater, and mitigation of urban heat island effect.

c. Materials are of a superior quality, providing detail appropriate with their location and function while complementing the surroundings.

The exterior material composition is one of simple sophistication with a palette of high quality materials. Glass is the main building material, forming horizontal bands set into the continuous wrapping balconies.

Glass options have been carefully studied for aesthetics and performance. The proposed glazing is a performing low-E double pane unit with a slight blue hue, yet mostly clear to provide unencumbered sightlines. The building base is accented with an earthy tone stone panel, grounding the building and giving it a high-quality, tactile experience at the pedestrian level. Balcony undersides will be a synthetic stucco in a sand finish, complementing the planter box facing. Other accent materials include anodized aluminum door/window frames, stainless steel railings, white painted steel trellis, frosted glass balcony dividers, and a signature fritted glass vertical element on the north and south faces of each tower.

d. Buildings, structures, and landscape elements are appropriately scaled, relative to the site and surroundings.

Through remarkable vision and foresight, the City of Tempe has created one of the nation's most extraordinary urban assets in Tempe Town Lake. It is an unprecedented jewel that encourages tourism and is an inducement for some of the highest quality development in the State of Arizona. The Pier is designed to be an iconic development deserving of its prime waterfront location that will strive to achieve the most vital contemporary architecture in the Southwest.

All four sides of The Pier are designed to be experienced and enjoyed by pedestrians - there is no "back side" to the development. A shaded trellis walkway over the retail storefronts, covered outdoor dining, and pedestrian promenades on both sides connecting Vista del Lago to the Lake all contribute to the refined pedestrian scale of the development. The Pier's site perimeter is a continuous pedestrian experience, almost entirely accessible to the public.



e. Large building masses are sufficiently articulated so as to relieve monotony and create a sense of movement, resulting in a well-defined base and top, featuring an enhanced pedestrian experience at and near street level.

Soft, elegant curves along with heavily planted terraces create an inviting environment that will attract a range of discerning residents. The Pier's design is a clean, modern aesthetic combining deeply shaded balconies, glass exterior walls and lush landscapes for a unique living atmosphere. The building forms subtly fold with sinuous balconies paired with a faceted glass enclosure to create both shade and interest on the façade.

The building base is accented with an earthy tone stone panel, grounding the building and providing a high-quality, tactile pedestrian experience. Full glass storefronts shaded with a continuous planted trellis enhance the pedestrian zone and create an intimate scale at the Site's perimeter.

The building top is articulated with a central screen wall that acts as a vertical extension of the north façade and south façade glass walls, and serves to screen the rooftop mechanical equipment.

f. Building facades provide architectural detail and interest overall with visibility at street level (in particular, special treatment of windows, entries and walkways with particular attention to proportionality, scale, materials, rhythm, etc). while responding to varying climatic and contextual conditions.

The street level facades combine a variety of materials and details to create an active pedestrian zone. All glass storefronts for maximum transparency are paired with aluminum framed entry doors, fritted glass banding, and stone panel accents. This rhythm, combined with the light steel planter trellis shade structure, create an intimate, lively ground floor experience.

g. Plans take into account pleasant and convenient access to multi-modal transportation options and support the potential for transit patronage.

The Site is located near many transportation options. Valley Metro Route 48 (48th St/Rio Salado) runs along Rio Salado just south of the Site. Route 48 provides direct connection to Downtown Tempe and a multitude of transportation options such as: the Tempe Transportation Center on 5th Street, Light Rail at Rural Road and University, the FLASH bus network at Packard Drive, and the future Urban Streetcar route. Bicycle access is provided along the South Linear Park Multi-Use Path along the Town Lake as well as from Rural Road and Rio Salado Parkway, each with dedicated bike lanes. The Linear Park provides access to Downtown Tempe and beyond, and connects to Scottsdale's Indian Bend Wash Greenbelt - an 11 mile greenbelt running through the heart of Scottsdale.

h. Vehicular circulation is designed to minimize conflicts with pedestrian access and circulation, and with surrounding residential uses.

Vehicles enter the Pier 202 Masterplan area from Rio Salado Parkway via one of four main entrances. The Pier Site is positioned within the Masterplan just south of Rio Salado Pkwy. and west of the main Boulevard, Pier Drive. The Pier is also directly adjacent to the primary pedestrian boardwalk access to the Town Lake.

Vehicles enters The Pier development via a vehicular entrance drive in the center of the Site along Vista del Lago heading to the underground level. A drop-off loop at this location connects vehicular traffic with the courtyard entrances to the residential towers and the restaurant. The single vehicular access point concentrates traffic to the central location and minimizes pedestrian conflicts through clearly defined, narrow crosswalks. Vehicular traffic is directed away from the Site corners and perimeter pedestrian routes.

Angled on-street parking is proposed along Vista del Lago to energize the retail businesses.

i. Plans appropriately integrate Crime Prevention Through Environmental Design principles, such as territoriality, natural surveillance, access control, activity support, and maintenance.

To promote safety of the community and suppress crime, The Pier incorporates Crime Prevention Through Environmental Design (CPTED) principles.

Territoriality: Each apartment has a dedicated balcony space that is secured from other apartments with a full height glass closure. Apartment common amenity areas will be maintained and monitored by on-site personnel. The interior courtyard is a raised plinth, creating a clear public / semi-private separation.

Natural Surveillance: The Site is designed to encourage pedestrian traffic and has residential unit windows overlooking the Site perimeter and interior court. Additionally, a CCTV security system will be utilized to supplement surveillance. Large areas of clear glass walls promote visual transparency and reduce areas not visible to residents.

Access Control: Each apartment tower has a single, clearly defined entry point to the residential lobby, adequately covered by natural surveillance. The interior courtyard is a raised plinth, creating a clear public/semi-private separation. The pool area is secured through a transparent fence and gate enclosure.

Activity Support: The first floor is dedicated to retail, restaurant, and building common / amenity spaces. The activities in these spaces will increase the natural surveillance on-site.

Maintenance: On-site building and landscape maintenance will ensure a well-kept environment with fully operational equipment. As a high-end residential property, pride in the site grounds, building, and lighting will be evident.

The Site and its features will be properly maintained to ensure that the development thrives as a safe environment.

j. Landscape accents and provides delineation from parking, buildings, driveways and pathways.

As an urban block development with a single street frontage, The Pier minimizes vehicle/pedestrian interface and supports a lush landscaped environment, both at the perimeter and in the internal courtyard. The south street parking is separated from the sidewalk and retail by a trellis structure with dense plantings growing both vertically and horizontally on the trellis structure. The other 3 sides of the development are heavily landscaped and shaded pedestrian zones. The internal courtyard feels more like pathways through a garden rather than intermittent plantings surrounded by hardscape, including a lush double height courtyard with trees in the basement level growing up through an open-to-below space. All floor openings to the basement level and edges of floor slabs above are planted with a continuous planter box, adding to the lush, green atmosphere.

k. Signs have design, scale, proportion, location and color compatible with the design, colors, orientation and materials of the building or site on which they are located.

The Pier signage is concentrated at the two entry points to the internal courtyard space as shown in the 3D views, both at the Vista del Lago entrance and the pedestrian Linear Park entrance, and is designed as bold monument signs for street/Linear Park level visibility. Signs are artfully detailed as letters in the water features, recalling the development's namesake. Retail signage is integrated into the overhead trellis for visibility on Vista del Lago, and as perpendicular signage along the sidewalk as an element of pedestrian engagement.

l. Lighting is compatible with the proposed buildings and adjoining buildings and uses, and does not create negative effects.

The Site lighting strategy combines building soffit downlights, wall pathway lights, trellis up/down lighting, and landscape accent lights to provide ample pathway illumination through mostly concealed / minimal lighting fixtures. The lighting follows the building design intent of clean lines and simple sophistication, providing a range of environments from intimate gathering spaces in the courtyard to well-lit sidewalks in the retail areas.

C. USE PERMIT TO ALLOW TANDEM PARKING

Tandem parking is requested for 90 tandem residential parking stalls located throughout each level of the parking structure. Tandem parking is allowed in non-single family residential zoning districts subject to an approved Use Permit (ZDC 4-602.D.1). The requested tandem stalls will account for a total of 180 total residential parking spaces (90 standard spaces with 90 tandem spaces in front).

Parking per household will be reserved for every single vehicle. All stalls will be numbered and reserved with the exception of open visitor and retail parking. A proprietary software program will assign residential tandem stalls based on specific requests and sizes of units. Level B1 of the garage will be designated for the retail and guest parking.

The approved Pier 202 PAD permitted a total of 390 tandem parking spaces (780 spaces) throughout the Masterplan, and 78 tandem spaces (156 spaces) were approved on this Site. The approved PAD anticipated the broad use of tandem spaces through approval of this use permit.

1) City Use Permit Approval Criteria

The following factors shall be considered in approval of a use permit:

a. Any Significant increase in vehicular or pedestrian traffic.

The proposed tandem parking will not cause an increase in vehicular or pedestrian traffic. The parking configuration will be internal to the Site and will allow the development to maximize the parking available for the residential component of the project. The Parking Study submitted on November 12, 2015 takes into account these tandem spaces in its conclusions.

b. Nuisance arising from the emission of odor, dust, gas, noise, vibration, smoke, heat, or glare at a level exceeding that of ambient conditions.

There will be no nuisance arising from the emission of odor, dust, gas, noise, vibration, smoke, heat, or glare at a level exceeding that of ambient conditions. The proposed tandem parking will be located within the parking structure for the development and will not significantly increase the odor, dust, gas, noise, vibration, smoke, heat, or glare over what, if any, will be generated by the rest of the parking garage.

c. Contribution to the deterioration or to the downgrading of property values which, is in conflict with the goals, objectives or policies for rehabilitation, redevelopment or conservation as set forth in the city's adopted plans or General Plan.

The proposed tandem parking will not contribute to the deterioration of the neighborhood or to the downgrading of property values. The tandem parking will provide flexibility in the garage design to maximize residential parking opportunities for the development.

d. Compatibility with existing surrounding structures and uses.

The tandem parking will be included in the proposed parking structure and screened from the surrounding structures and uses. The parking garage is an essential component of the development that will exist whether or not tandem parking is included. The tandem parking configuration is limited within the structure and will not be visible from the surrounding structures and uses.

e. Adequate control of disruptive behavior both inside and outside the premises, which may create a nuisance to the surrounding area or general public.

Tandem parking will not lead to disruptive behavior either inside or outside the premises.

III. CONCLUSION

For the reasons discussed above, Springbrook respectfully requests approval of these entitlements to allow this exciting Lakefront development to move forward. Springbrook looks forward to helping Tempe become an even more exciting city in which to live, learn, work, and play by bringing The Pier to the Town Lake.

EXHIBIT - LOCATION MAPS

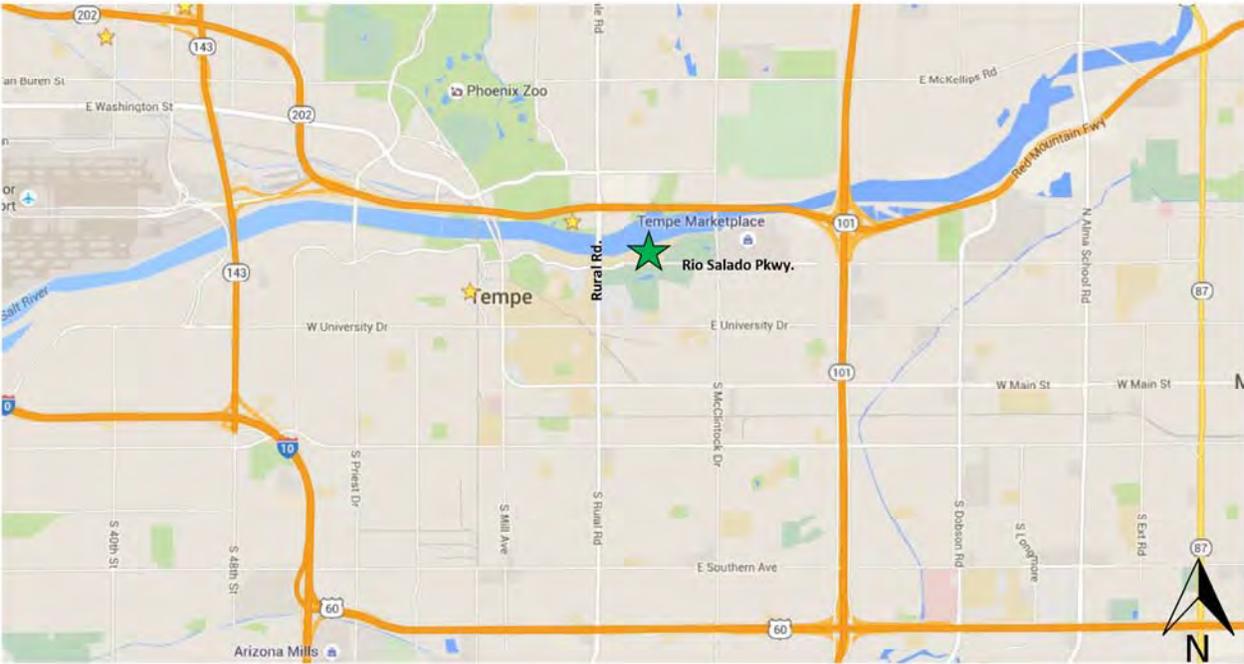




EXHIBIT - GENERAL PLAN MAPS

General Plan 2040 Projected Land Use Map



General Plan 2040 Projected Residential Density Map

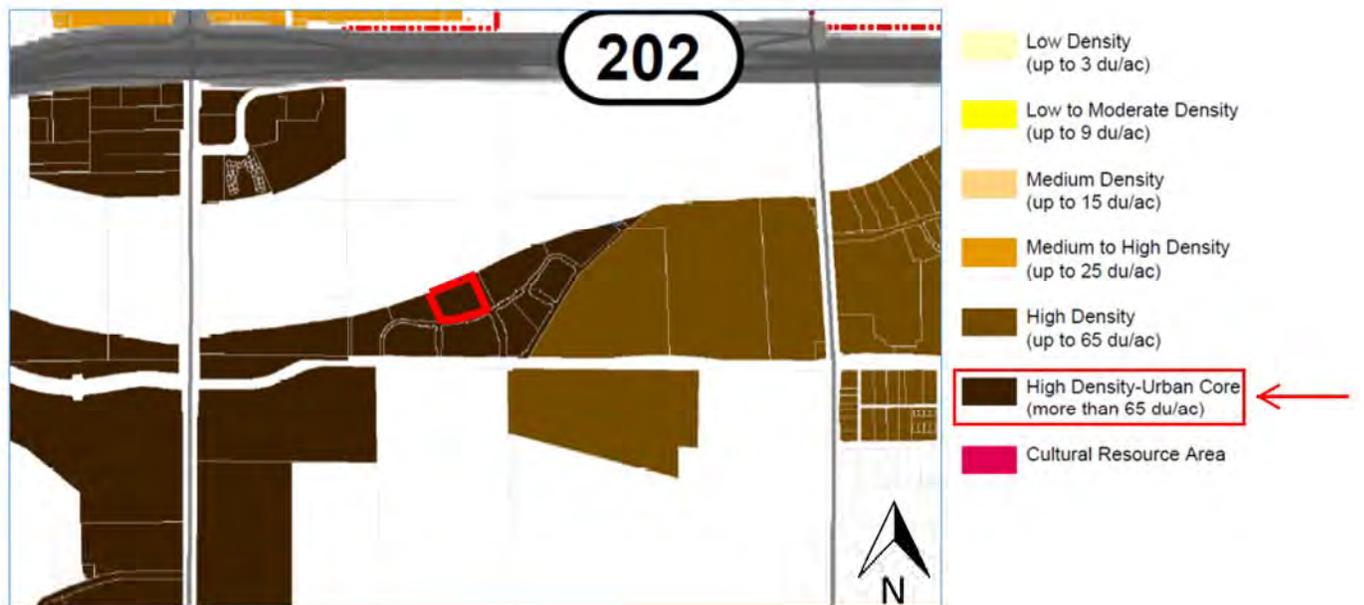


EXHIBIT - DOWNTOWN/MILL AVE DISTRICT COMMUNITY DESIGN PRINCIPLES

Downtown / Mill Avenue District Community Design Principles (4/6/6)



EXHIBIT - URBAN OPEN SPACE PLAN - (ANCHOR: TEMPE TOWN LAKE)

BUILDING BLOCK: PIER 202



EXHIBIT - RIO SALADO GROWTH AREA (12/12/13)

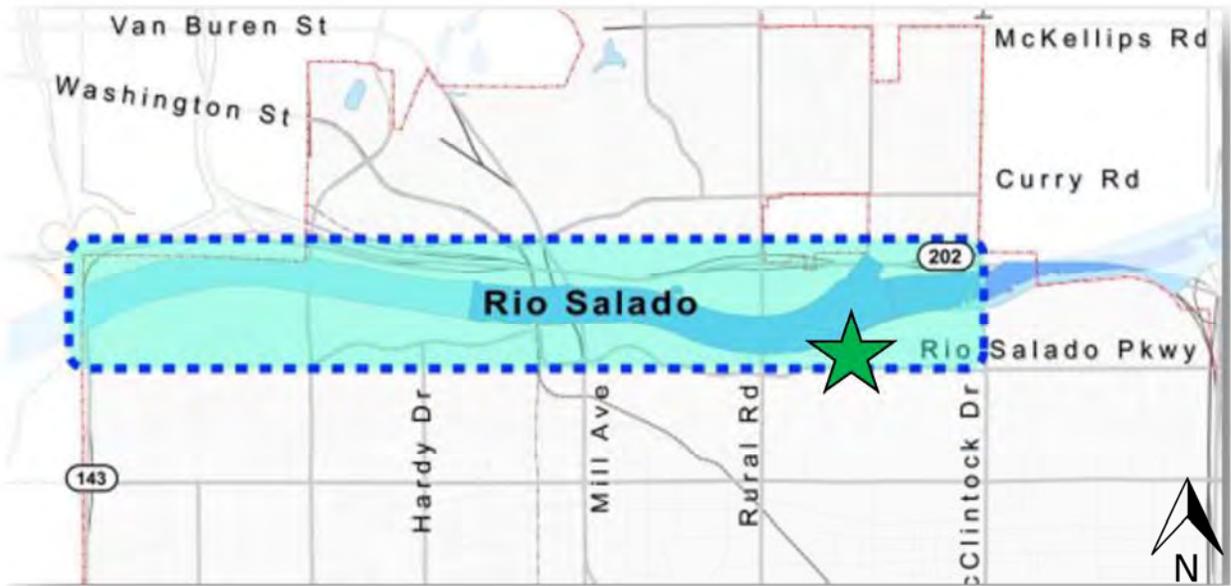


EXHIBIT - ZONING MAP

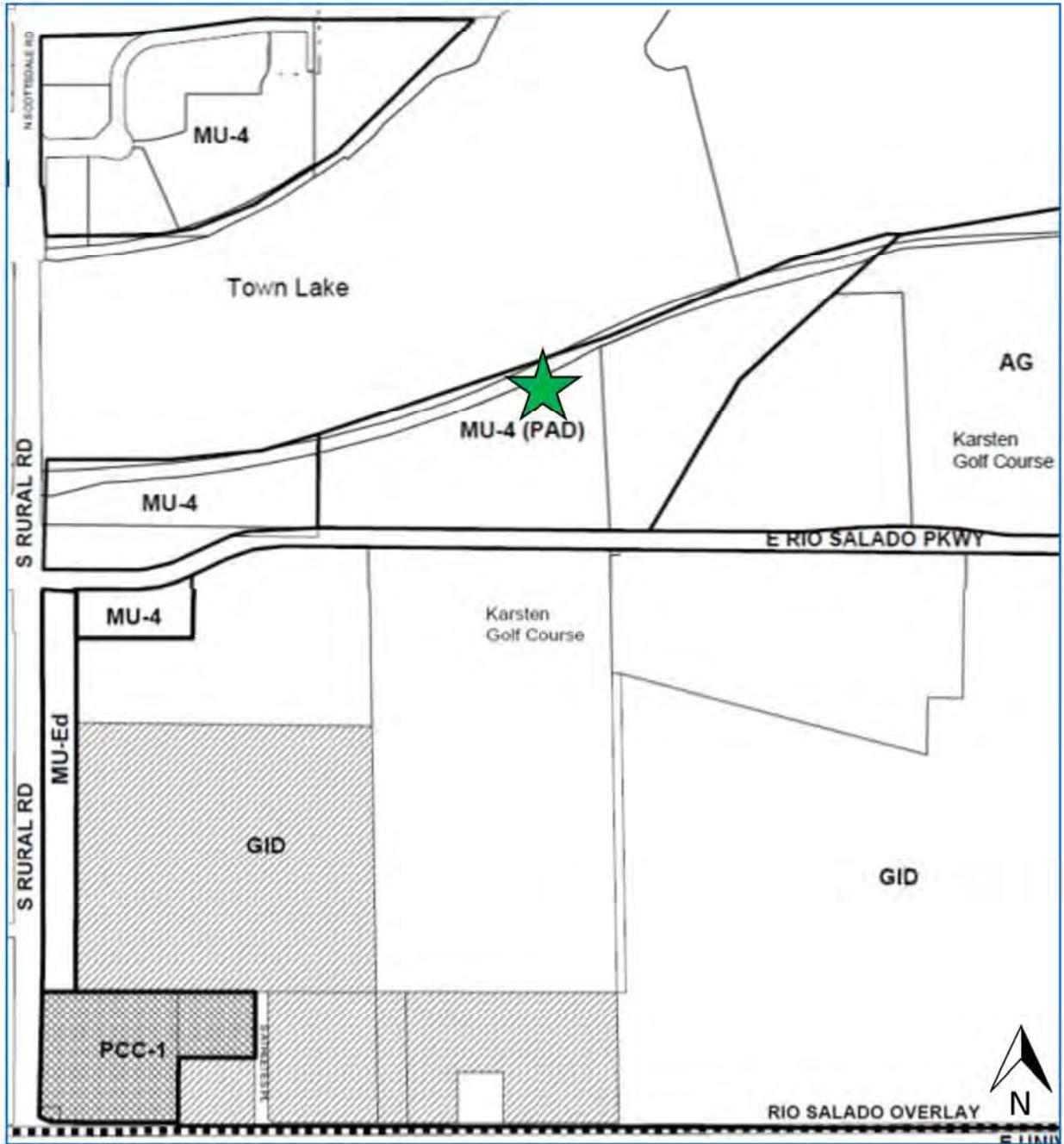


EXHIBIT - PAD SITE DATA

PAD PROJECT DATA COMPARISON

DEVELOPMENT STANDARD	EXISTING PAD APPROVAL (LOT 5 (old Lot 4A))	PAD PROPOSED (LOT 5)	CHANGE REQUESTED
GENERAL PLAN LAND USE	MIXED-USE	MIXED-USE	<i>No change</i>
GENERAL PLAN DENSITY	HIGH DENSITY - URBAN CORE (>65dua)	HIGH DENSITY - URBAN CORE (>65dua)	<i>No change</i>
SITE AREA	121,096.80 S.F. (2.78 AC)	114,311 S.F. (2.624 AC)	<i>(due to prior replat)</i>
DWELLING QUANTITY	-N/A-	551 units	+551 units
DENSITY	0.00	209.98 DUA (551/2.624 AC)	+209.98 DUA
BUILDING HEIGHT	252'	±273'-0" (roof deck)	+20'
		±288'-0" (mechanical screen)	+36'
		±292'-6" (mechanical)	+39'-6"
BUILDING LOT COVERAGE	57%	59.8% (floor 1 & Podium)	+2.8%
SITE LANDSCAPE COVERAGE	NO STANDARD	11% (114,311 S.F. / 12,643 S.F.)	<i>Standard Set</i>
BUILDING SETBACKS			
FRONT (Vista del Lago)	NO STANDARD	31'-6"	<i>Standard Set</i>
SIDE (E & W)	NO STANDARD	28'-9" (W), 15'-3 1/2" (E)	<i>Standard Set</i>
REVERSE FRONT (Lake)	NO STANDARD	18'-5"	<i>Standard Set</i>
VEHICLE PARKING			
Retail	(Per parking study)	Retail 57.69 (17,309 S.F./300)	<i>Standard Set</i>
Restaurant	(Per parking study)	Restaurant 109.93 (8,245 S.F./75)	<i>Standard Set</i>
Dining Patio	-N/A-	Dining Patio 24.39 ((3,959 S.F.-300)/150)	<i>Standard Set</i>
Studio	-N/A-	Studio 88.00 (88 * 1/unit)	<i>Standard Set</i>
1-Br	-N/A-	1-Br 370.50 (247 * 1.5/unit)	<i>Standard Set</i>
2-Br	-N/A-	2-Br 416.00 (208 * 2/unit)	<i>Standard Set</i>
3-Br	-N/A-	3-Br 20.00 (8 * 2.5/unit)	<i>Standard Set</i>
Guest	-N/A-	Guest 110.20 (551 * 0.2/unit)	<i>Standard Set</i>
Hotel Keys	(Per parking study)	-N/A-	
Hotel Meeting	(Per parking study)	-N/A-	
Hotel Spa	(Per parking study)	-N/A-	
TOTAL PARKING REQUIRED	433	1197	+764 spaces
TOTAL PARKING PROVIDED	565	1106 (per parking study)	+541 spaces
	<i>78 tandem</i>	<i>90 tandem</i>	
		<i>26 compact</i>	
		<i>23 on-street</i>	

BICYCLE PARKING **			
Retail	NO STANDARD	Retail 4.00 (18,083 S.F./7,500)	<i>Standard Set</i>
Restaurant	NO STANDARD	Restaurant 16.49 (8,245 S.F./500)	<i>Standard Set</i>
Dining Patio	NO STANDARD	Dining Patio 1.98 (3,959 S.F./2,000)	<i>Standard Set</i>
Studio	NO STANDARD	Studio 66.00 (88 * 0.75/unit)	<i>Standard Set</i>
1-Br	NO STANDARD	1-Br 185.25 (247 * 0.75/unit)	<i>Standard Set</i>
2-Br	NO STANDARD	2-Br 156.00 (208 * 0.75/unit)	<i>Standard Set</i>
3-Br	NO STANDARD	3-Br 8.00 (8 * 1/unit)	<i>Standard Set</i>
Guest	NO STANDARD	Guest 110.20 (551 * 0.2/unit)	<i>Standard Set</i>
Hotel Keys	NO STANDARD	-N/A-	
Hotel Meeting	NO STANDARD	-N/A-	
Hotel Spa	NO STANDARD	-N/A-	
TOTAL BIKE PARKING REQ.	NO STANDARD	548	<i>Standard Set</i>
TOTAL BIKE PARKING PROV.	NO STANDARD	626	<i>Standard Set</i>
** Bicycle Commute Area			

EXHIBIT - RIO SALADO OVERLAY

Figure 5-102. Rio Salado Overlay District Boundary Map



PLANNED AREA DEVELOPMENT OVERLAY FOR THE PIER

BEING A PORTION OF THE SOUTH HALF OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 4 EAST OF
THE GILA AND SALT RIVER MERIDIAN, CITY OF PHOENIX, COUNTY OF MARICOPA, ARIZONA

ACKNOWLEDGEMENT

ON THIS _____ DAY OF _____ 20____ BEFORE ME, THE
UNDERSIGNED, PERSONALLY APPEARED ROBERT FRANSWAY OWNER, WHO
ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED
TO THE INSTRUMENT WITHIN AND WHO EXECUTED THE FOREGOING
INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL

BY: _____ DATE _____
OWNER DATE

OWNER/DEVELOPER

SPRINGBROOK DEVELOPMENT, LLC, 1111 N MISSION PARK BLVD.
CHANDLER, AZ 85224

CONTACT: ROBERT FRANSWAY
(414) 788-6125
ROFRANSWAY@GMAIL.COM

PROJECT DATA

GENERAL PLAN LAND USE	PAD PROVIDED
GENERAL PLAN DENSITY	MIXED-USE
	HIGH DENSITY - URBAN CORE (>65du/ac)
SITE AREA	114,311 S.F. (2.624 AC)
DWELLING QUANTITY	551
DENSITY	209 98 DUA (551/2.624 AC)
BUILDING HEIGHT	±292'-6" (Top of Mechanicals)
BUILDING LOT COVERAGE	59.8% (Footprint at 1st floor & Podium)
SITE LANDSCAPE COVERAGE	11% (114,311 S.F. / 12,643 S.F.)
BUILDING SETBACKS	
FRONT (Vista del Lago)	31'-6" to retail storefront
SIDE EAST	15'-3-1/2" to lower balcony
SIDE WEST	18'-0" to lower balcony
REVERSE FRONT (Lake frontage)	18'-5" to raised courtyard
VEHICLE PARKING QUANTITY	
TOTAL PARKING REQUIRED	
Retail (17,309 S.F./500)	57.69
Restaurant (8,245 S.F./75)	109.93
Dining Patio (3,959 S.F./300/150)	24.39
Studio (88' x 11unit)	88.00
1-BR (207' x 1.5unit)	370.50
2-BR (208' x 2unit)	416.00
3-BR (8' x 2.5unit)	20.00
Guest (551' x 0.2unit)	110.20
TOTAL PARKING REQUIRED	1,197
TOTAL PARKING PROVIDED	
Standard Parking Stall (Min. 8'-8" W x 18'-0" D)	945
Tandem Parking Stall	90
Compact Parking Stall	28
Handicap Accessible Parking Stall (Includes Van Accessible)	22
Drop-off Stall	6
Street Angle Parking Stall	17
TOTAL PARKING PROVIDED	1,106
MOTORCYCLE/SCOOTER PARKING	
TOTAL PROVIDED	33
BICYCLE PARKING QUANTITY**	
Retail (17,309 S.F./2,500, 4 MIN)	4.00
Restaurant (8,245 S.F./500)	16.49
Dining Patio (3,959 S.F./2,000)	1.98
Studio (88' x 0.75unit)	66.00
1-BR (207' x 0.75unit)	183.25
2-BR (208' x 0.75unit)	156.00
3-BR (8' x 1unit)	8.00
Guest (551' x 0.2unit)	110.20
TOTAL BIKE PARKING REQ.	548
TOTAL BIKE PARKING PROV.	626
** Bicycle Commute Area	
USES	
Retail (17,309 S.F.)	
Restaurant (8,245 S.F.)	
Dining Patio (3,959 S.F.)	
Residential (551 units)	
Use Permit Required	(90) tandem parking spaces for residential and/or restaurant valet (TBD)

SITE VICINITY MAP



CONDITIONS FOR APPROVAL: PL150426

LEGAL DESCRIPTION

LOT 5, PIER 202-2ND AMENDED, ACCORDING TO BOOK 1052 AT PAGE 16,
RECORDS OF MARICOPA COUNTY ARIZONA

DS150687

PL150426

REC00000

REC00000

PL150426

DS150687

CONCEPTUAL - NOT FOR CONSTRUCTION

RINKA|CHUNG ARCHITECTURE, INC.
754 North Central Expressway, Suite 1000
Phoenix, Arizona 85004
Telephone: (480) 963-8301

RINKA|CHUNG
RINKA|CHUNG ARCHITECTURE, INC.

FORMAL SITE PLAN REVIEW SUBMITTAL

The PIER

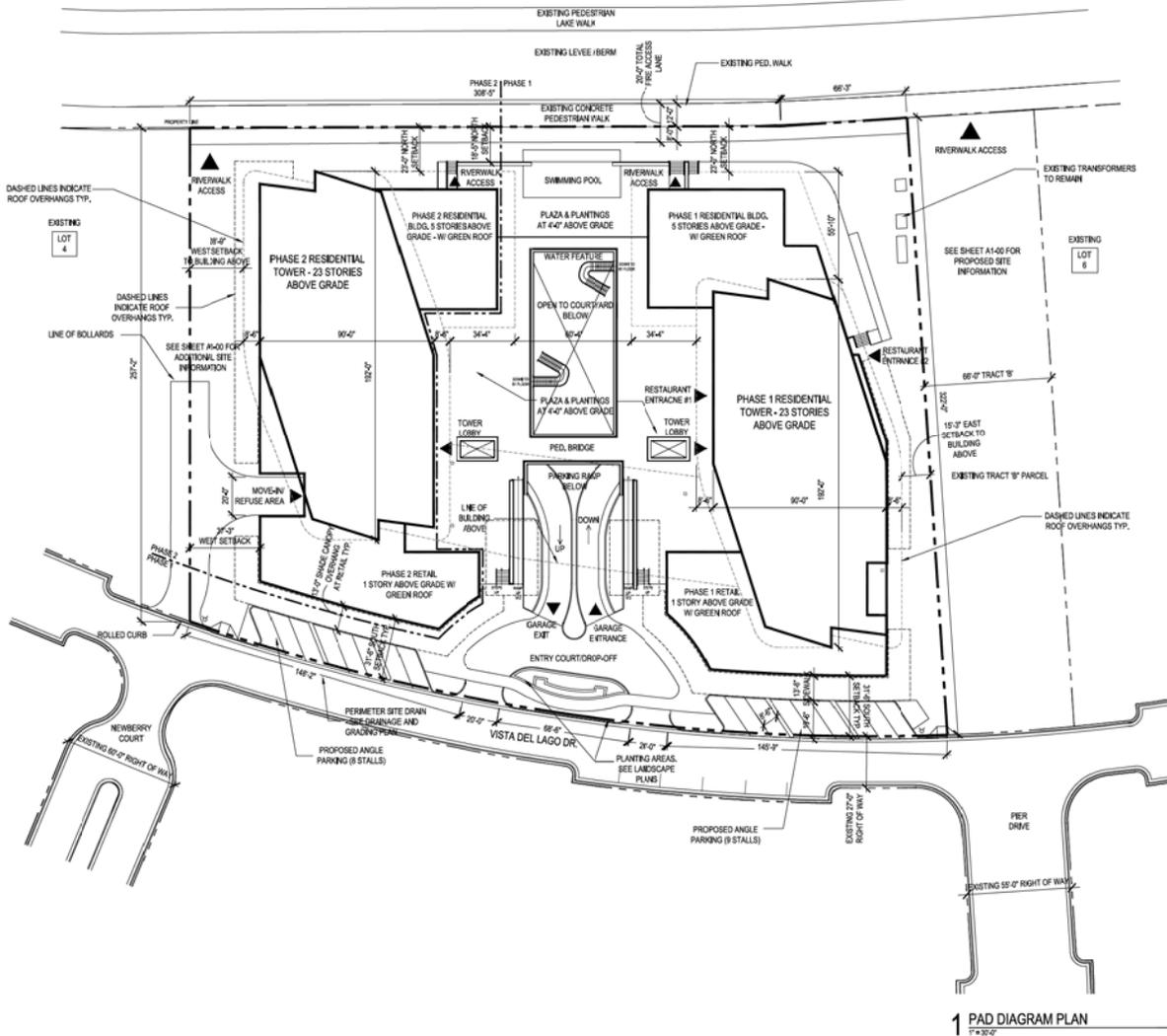
RCA Project No. 150407.01
Sheet Title

**TITLE SHEET
& PROJECT DATA**

LOT 5,
PIER 202-2ND AMENDED,
TEMPE, ARIZONA, 85281
Issue Date: OCTOBER 19, 2015

Sheet No. **T1-01**

PLANNED AREA DEVELOPMENT OVERLAY FOR THE PIER



PROJECT DATA

	ZDC MU-4 STANDARDS	EXISTING PAD (LOT 4A - LOT 6)	PAD PROPOSED (LOT 9)
GENERAL PLAN LAND USE	N/A	N/A	MIXED-USE
GENERAL PLAN DENSITY	N/A	N/A	HIGH DENSITY - URBAN CORE (1-65 du/ac)
SITE AREA	N/A	121,096.80 S.F. (2.78 AC)	114,311 S.F. (2.624 AC)
DWELLING QUANTITY	N/A	N/A	551
DENSITY	NO STANDARD	0.00	209.9t DU/A (551/2.624 AC)
BUILDING HEIGHT	NO STANDARD	251'-0"	±292'-0" (Top of Mechanicals)
BUILDING LOT COVERAGE	NO STANDARD	57%	59.8% (Footprint at 1st floor & Podium)
SITE LANDSCAPE COVERAGE	NO STANDARD	39%	11% (14,311 S.F. / 12,643 S.F.)
BUILDING SETBACKS			
FRONT (Vista del Lago)	NO STANDARD	20'-0"	31'-6"
SIDE (W & E)	NO STANDARD	30'-11" (W), 18'-10" (E)	28'-9" (W), 15'-3-1/2" (E)
REVERSE FRONT (Lake frontage)	NO STANDARD	34'-3"	18'-5"
VEHICLE PARKING QUANTITY			
Retail	1:300	(Per parking study)	Retail 17.69 (17,309 S.F./300)
Restaurant	1:75	(Per parking study)	Restaurant 109.93 (8,245 S.F./75)
Dining Patio	1:150 (minus first 300 S.F.)	N/A	Dining/Patio 24.39 (3,959 S.F./150)
Studio	1:50 UNIT	N/A	Studios 50.00 (88' * 11unit)
1-Br	1:50 UNIT	N/A	1-Br 370.50 (247' * 1.5unit)
2-Br	2:50 UNIT	N/A	2-Br 416.00 (208' * 2unit)
3-Br	2:50 UNIT	N/A	3-Br 24.00 (8' * 2.5unit)
Guest	2:20 UNIT	N/A	Guest 110.20 (55' * 0.2unit)
Hotel Keys	1:KEY	(Per parking study)	N/A
Hotel Meeting	1:300	(Per parking study)	N/A
Hotel Spa	1:125	(Per parking study)	N/A
TOTAL PARKING REQUIRED	453		1,197
TOTAL PARKING PROVIDED		565 (incl. 78 tandem stalls)	1,106
Standard Parking Stall			845
Tandem Parking Stall			60
Compact Parking Stall			29
Handicap Accessible Stall			22
Drop-Off Stall			9
Street Angle Parking Stall			17
TOTAL PARKING PROVIDED			1,106
BICYCLE PARKING QUANTITY**			
Retail	1:7,500 (4 min.)	NO STANDARD	Retail 4.00 (17,309 S.F./7,500 4 MIN)
Restaurant	1:500	NO STANDARD	Restaurant 16.49 (8,245 S.F./500)
Dining Patio	1:2,000	NO STANDARD	Dining/Patio 1.98 (3,959 S.F./2,000)
Studio	0.75/UNIT	NO STANDARD	Studios 66.67 (88' * 0.75unit)
1-Br	0.75/UNIT	NO STANDARD	1-Br 185.25 (247' * 0.75unit)
2-Br	0.75/UNIT	NO STANDARD	2-Br 166.00 (208' * 0.75unit)
3-Br	1:0 UNIT	NO STANDARD	3-Br 6.00 (8' * 1unit)
Guest	0.2:UNIT	NO STANDARD	Guest 110.20 (55' * 0.2unit)
Hotel Keys	1:20 KEYS	NO STANDARD	N/A
Hotel Meeting	1:20 KEYS	NO STANDARD	N/A
Hotel Spa	1:20 KEYS	NO STANDARD	N/A
TOTAL BIKE PARKING REQ.		NO STANDARD	548
TOTAL BIKE PARKING PROV.		NO STANDARD	626
** Bicycle Commute Area			
USES			
	N/A	Retail (7,000 S.F.)	Retail (17,309 S.F.)
	N/A	Restaurant (17,000 S.F.)	Restaurant (8,245 S.F.)
	N/A	Hotel Keys (255)	Dining/Patio (3,959 S.F.)
	N/A	Hotel Meeting (20,000 S.F.)	Residential (551 units)
	N/A	Hotel Spa (15,000 S.F.)	
Use Permit Required	N/A	N/A	90 tandem parking

DS150687

PL150426

REC00000

REC00000

PL150426

DS150687

CONCEPTUAL - NOT FOR CONSTRUCTION

FORMAL SITE PLAN REVIEW SUBMITTAL

The PIER

RCA Project No. 150407.01
Sheet Title

PROJECT DATA & PAD DIAGRAM

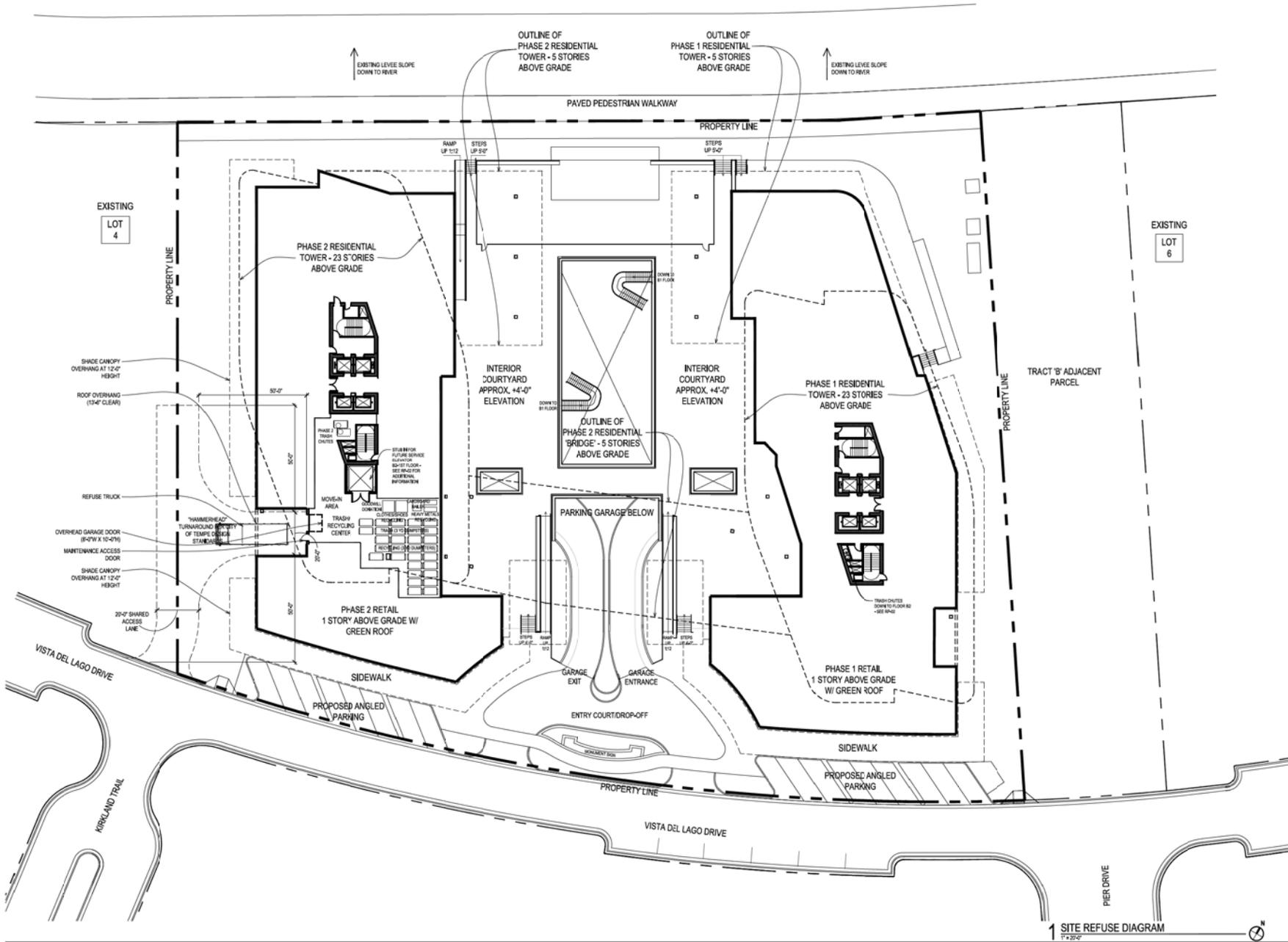
Sheet No.

T1-02

RINKA|CHUNG ARCHITECTURE INC.
754 North Central Expressway, Suite 200
Mesa, Arizona 85201
Phone: 480.933.1000

RINKA|CHUNG ARCHITECTURE INC.

LOT 5
APN: 319-32-019
TEMPE, ARIZONA, 85281
Issue Date: OCTOBER 19, 2015



1 SITE REFUSE DIAGRAM

CONCEPTUAL - NOT FOR CONSTRUCTION

RINKA | CHUNG ARCHITECTURE INC.
 754 North Central Expressway, Suite 200
 Tempe, Arizona 85281
 Telephone: 480.833.8701
RINKA | CHUNG
 RINKA | CHUNG ARCHITECTURE, INC.

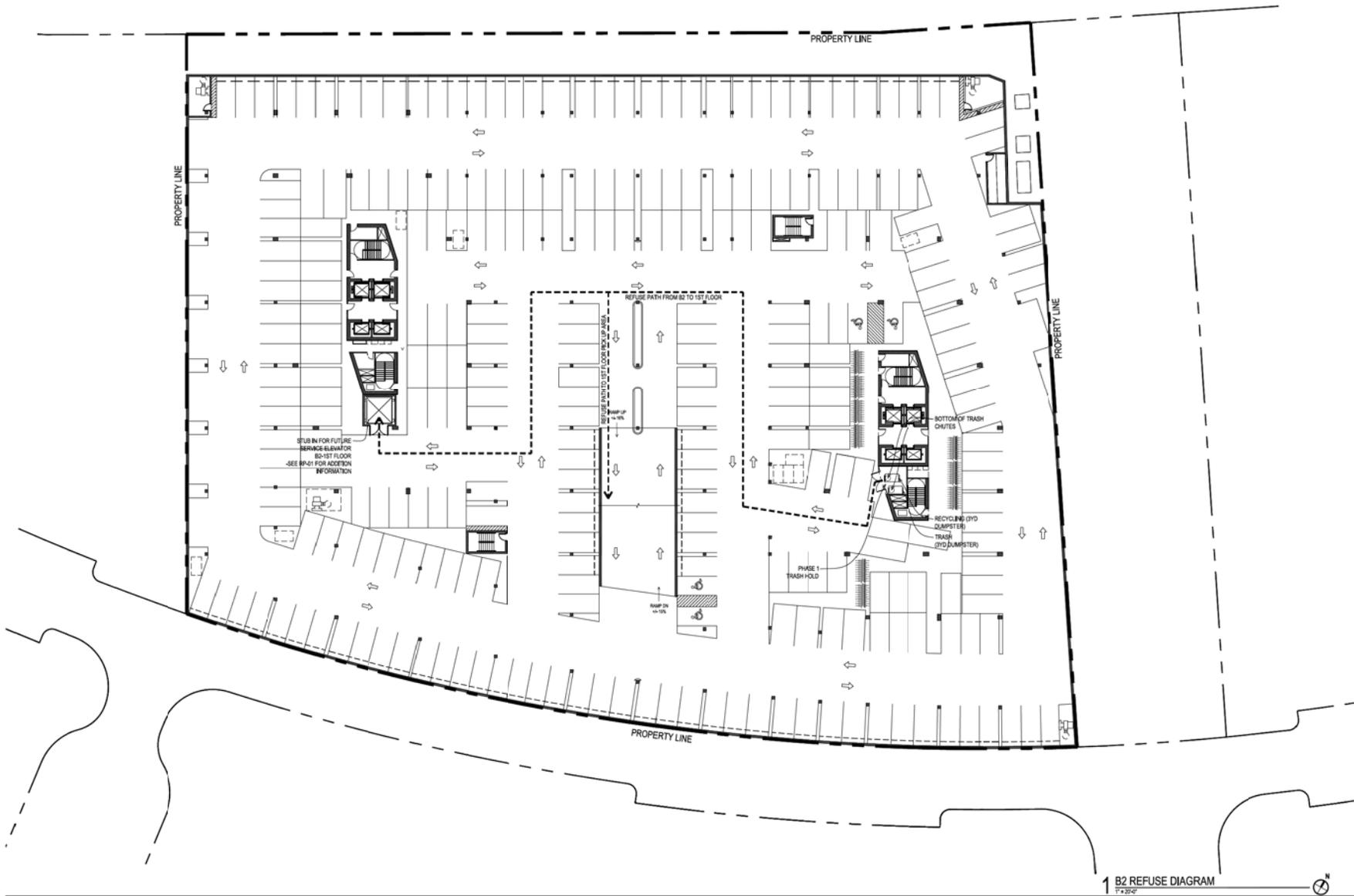
FORMAL SITE PLAN REVIEW SUBMITTAL

The PIER

LOT 5
 APN: 319-32-019
 TEMPE, ARIZONA, 85281
 Issue Date: OCTOBER 19, 2015

RCA Project No. 150407.01
 Sheet Title
SITE REFUSE DIAGRAM

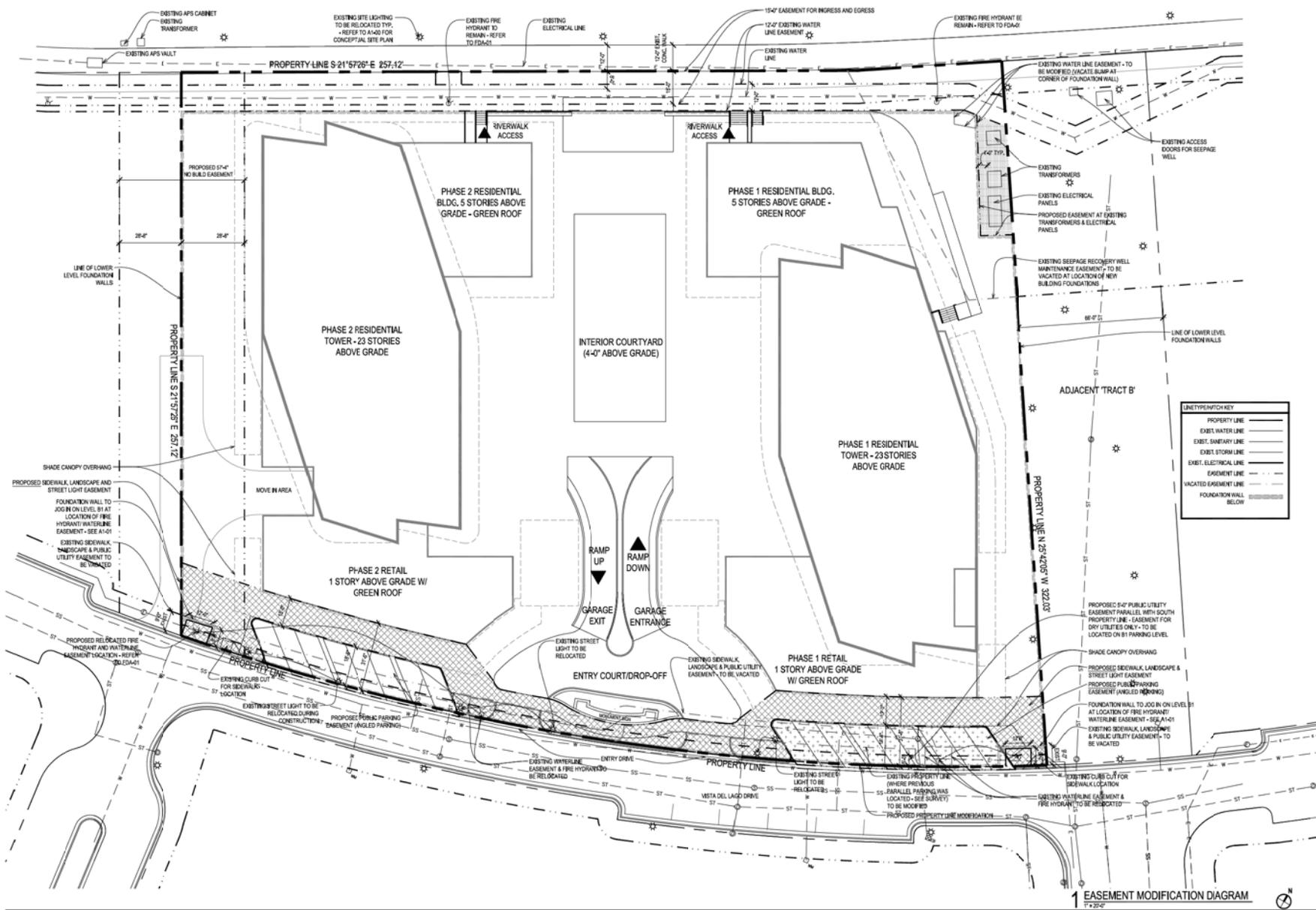
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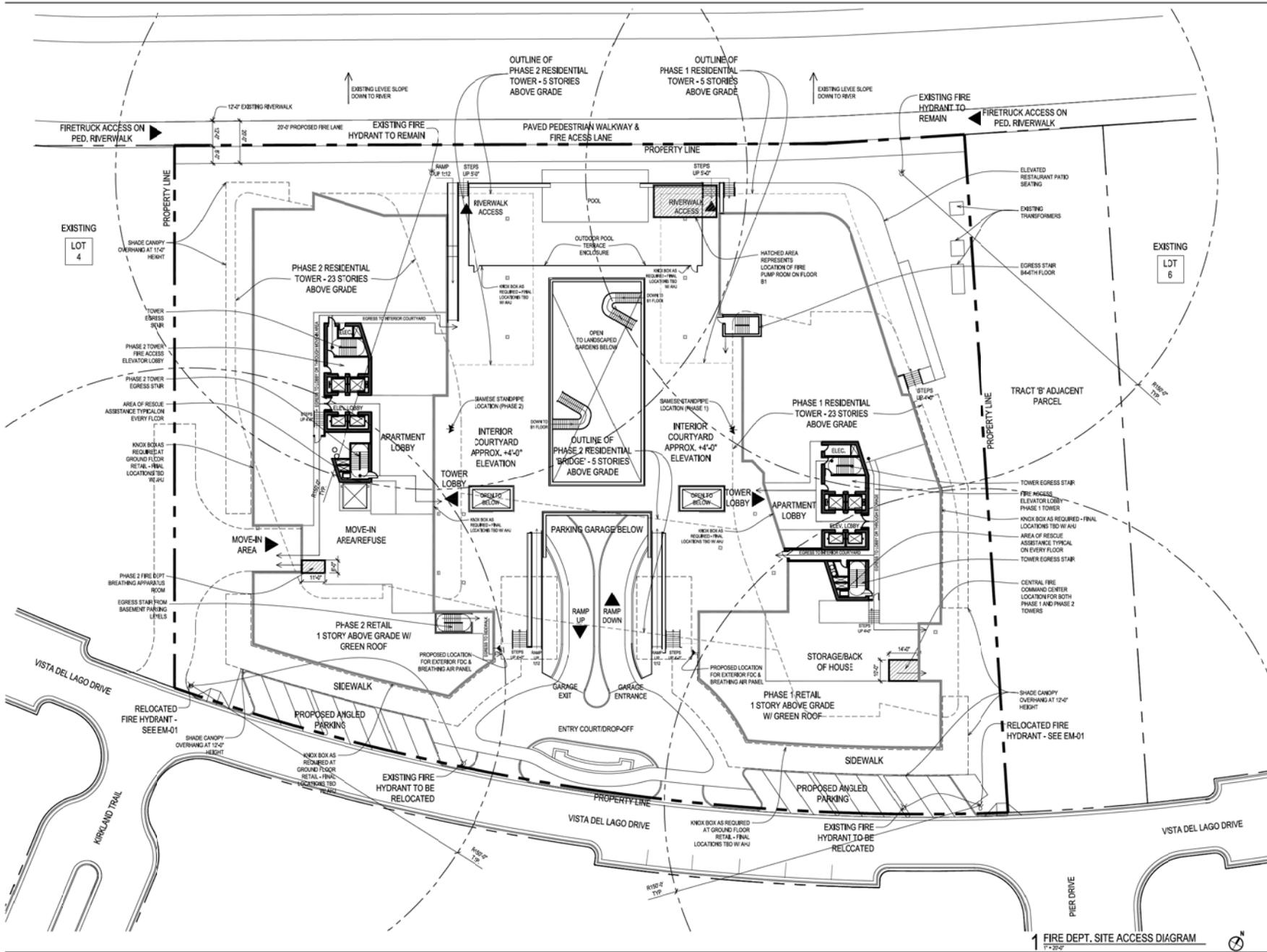


1 B2 REFUSE DIAGRAM
11 x 20"

CONCEPTUAL - NOT FOR CONSTRUCTION

RCA Project No. 150407.01 Sheet Title B2 REFUSE DIAGRAM	The PIER LOT 5 APN: 319-32-019 TEMPE ARIZONA, 85281 Issue Date OCTOBER 19, 2015	FORMAL SITE PLAN REVIEW SUBMITTAL	RINKA CHUNG RINKA CHUNG ARCHITECTURE, INC. <small>754 NORTH WASHINGTON AVENUE PHOENIX, ARIZONA 85001 PHOENIX, ARIZONA 480.433.8701</small>
--	--	-----------------------------------	--





CONCEPTUAL - NOT FOR CONSTRUCTION

RINKA|CHUNG ARCHITECTURE INC.
 754 NORTH CENTRAL AVENUE
 MESA, ARIZONA 85201
 PHONE: 480.961.3322
 FAX: 480.961.3321

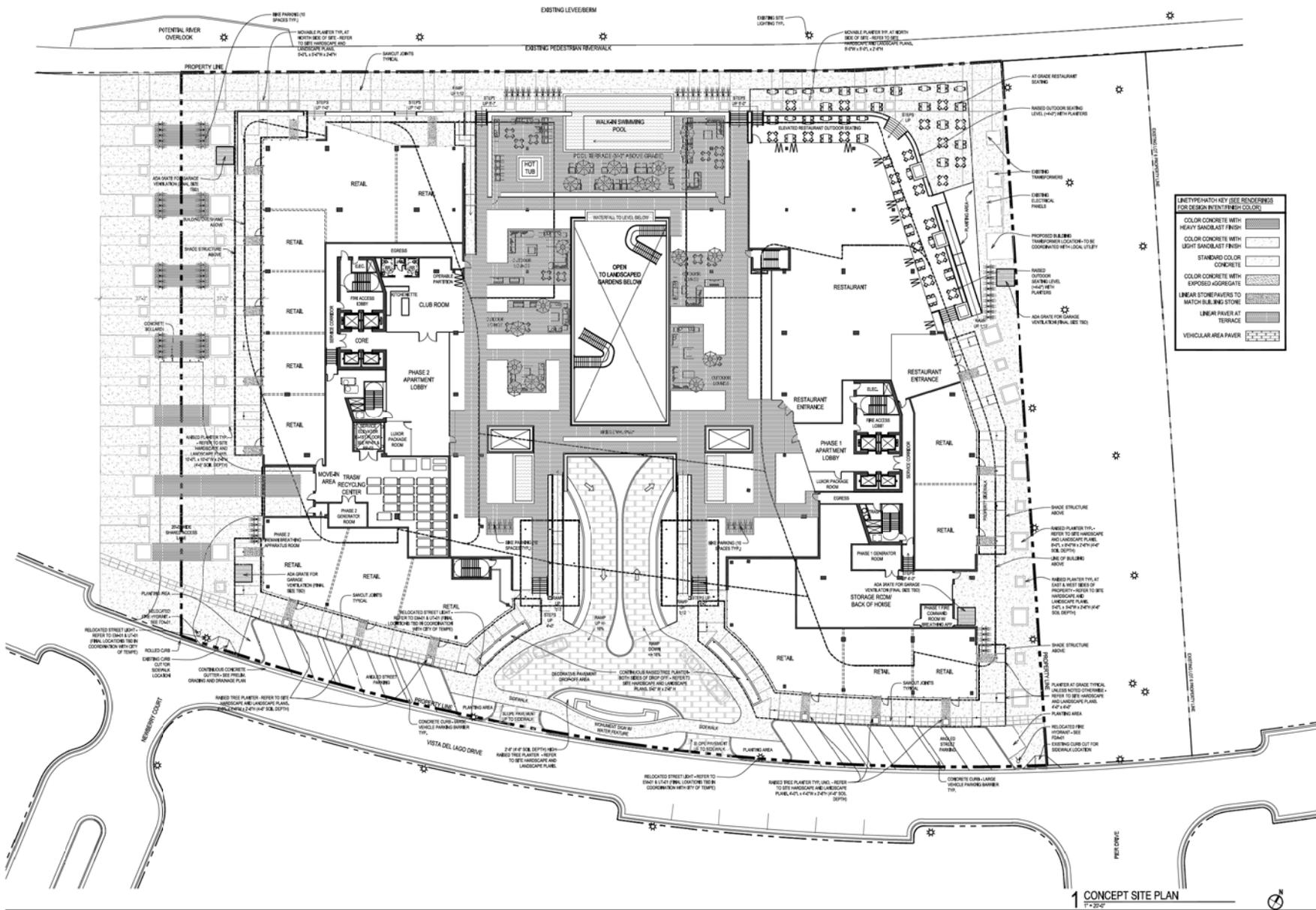
RINKA|CHUNG
 RINKA|CHUNG ARCHITECTURE INC.

FORMAL SITE PLAN REVIEW SUBMITTAL

The PIER

LOT 5
 APRIL 3, 2015
 TEMPE, ARIZONA, 85281
 Issue Date: OCTOBER 19, 2015

RCA Project No. 150407.01
 Sheet Title
FIRE DEPT. SITE ACCESS DIAGRAM
 Sheet No. **FDA-01**



LINE TYPE/KEY (SEE RENDERINGS FOR DESIGN INTENT/FINISH/COLOR)

[Pattern]	COLOR CONCRETE WITH HEAVY SANDBLAST FINISH
[Pattern]	COLOR CONCRETE WITH LIGHT SANDBLAST FINISH
[Pattern]	STANDARD COLOR CONCRETE
[Pattern]	COLOR CONCRETE WITH EXPOSURE AGGREGATE
[Pattern]	LINEAR STONEPAVERS TO MATCH BUILDING STONE
[Pattern]	LINEAR PAVEMENT AT TERRACE
[Pattern]	VEHICULAR AREA PAVEMENT

1 CONCEPT SITE PLAN
17-200

CONCEPTUAL - NOT FOR CONSTRUCTION

RINKA|CHUNG
RINKA|CHUNG ARCHITECTURE, INC.
754 NORTH CENTRAL AVENUE, SUITE 100
MESA, ARIZONA 85201
PH: 480.964.1100
WWW.RINKACHUNG.COM

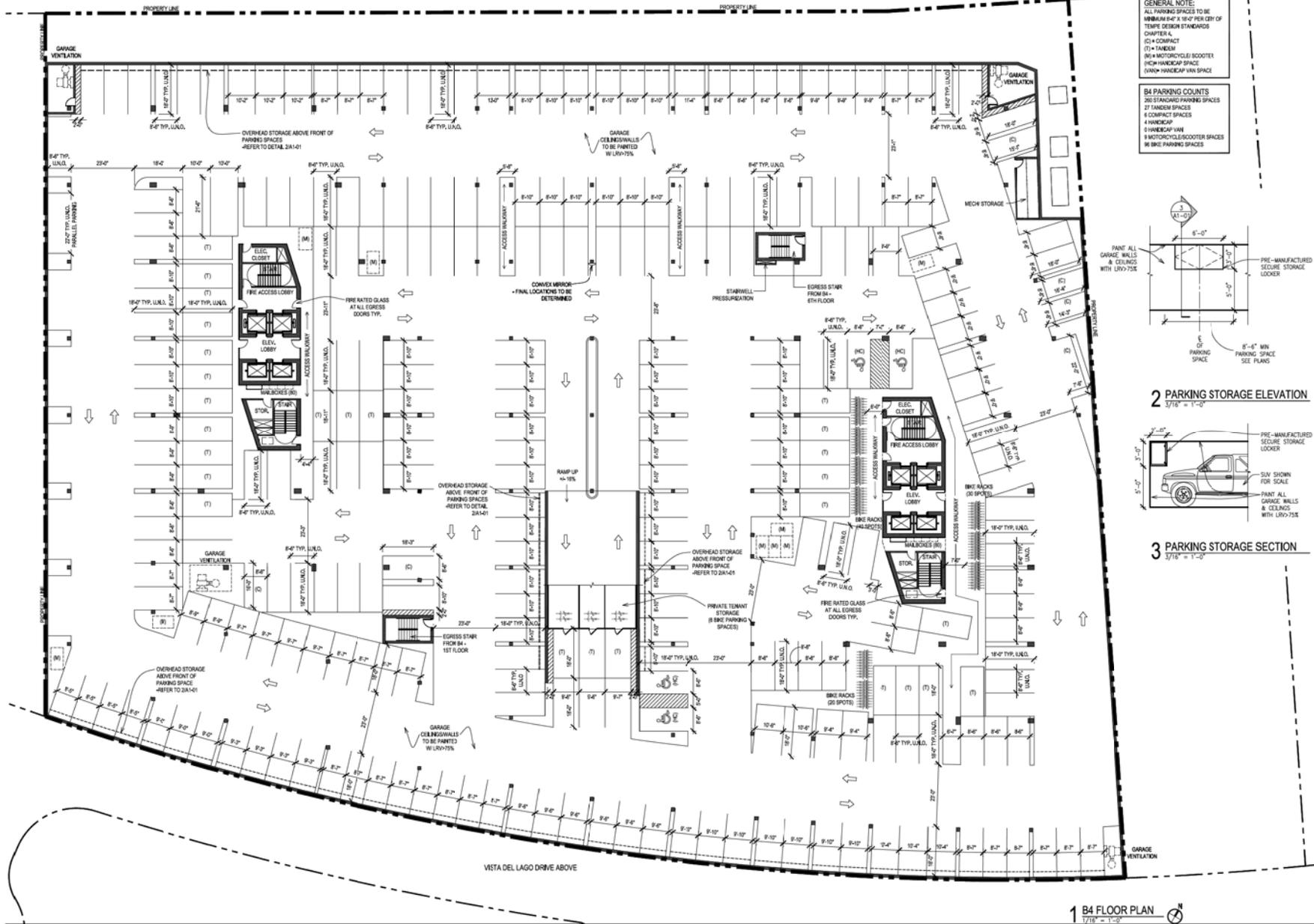
FORMAL SITE PLAN REVIEW SUBMITTAL

The PIER

RCA Project No. 150407.01
Sheet Title
CONCEPT SITE PLAN

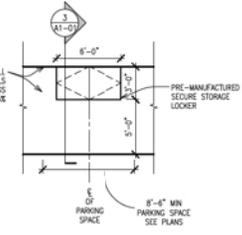
LOT 5
APN: 319-32-019
TEMPE, ARIZONA, 85281
Issue Date: OCTOBER 19, 2015

Sheet No. **A1-00**

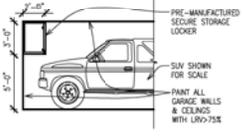


GENERAL NOTE:
 ALL PARKING SPACES TO BE MINIMUM 8'4" X 18'4" PER CITY OF TEMPE DESIGN STANDARDS CHAPTER 4.
 (C) = COMPACT
 (T) = TRUCKS
 (M) = MOTORCYCLE SCOOTER
 (H) = HANDICAP SPACE
 (V) = VAN / HANDICAP VAN SPACE
 (B) = BIKE PARKING SPACES

B4 PARKING COUNTS
 200 STANDING PARKING SPACES
 27 HANDICAP SPACES
 8 COMPACT SPACES
 4 HANDICAP VAN
 5 HANDICAP VAN
 9 MOTORCYCLE/SCOOTER SPACES
 86 BIKE PARKING SPACES



2 PARKING STORAGE ELEVATION
 3/16" = 1'-0"



3 PARKING STORAGE SECTION
 3/16" = 1'-0"

1 B4 FLOOR PLAN
 1/16" = 1'-0"

CONCEPTUAL - NOT FOR CONSTRUCTION

FORMAL SITE PLAN REVIEW SUBMITTAL

The PIER

RCA Project No. 150407.01
 Sheet Title

B4 FLOOR PLAN

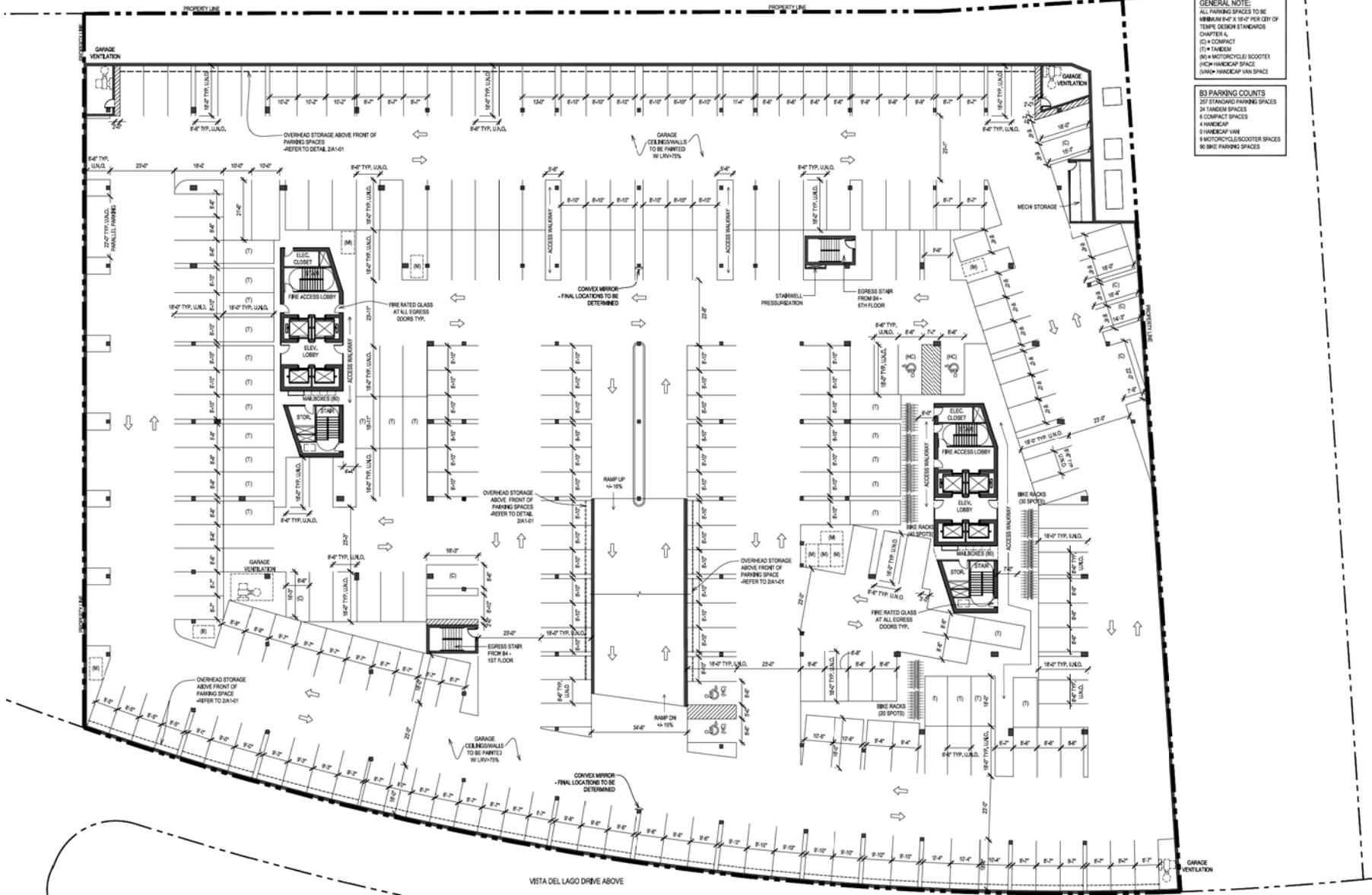
Sheet No.

A1-01

LOT 5
 APRN 3 192-32-019
 TEMPE ARIZONA, 85281
 Issue Date OCTOBER 19, 2015

RINKA|CHUNG ARCHITECTURE INC.
 754 NORTH CENTRAL AVENUE, SUITE 100
 MESA, ARIZONA 85201
 Telephone: (480) 831-0301

RINKA|CHUNG
 RINKA|CHUNG ARCHITECTURE INC.



GENERAL NOTE:
 ALL PARKING SPACES TO BE MINIMUM 8'-0" X 18'-0" PER CITY OF TEMPE DESIGN STANDARDS CHAPTER 4.1.
 (C) = COMPACT
 (T) = TRUCKS
 (M) = MOTORCYCLE/SCOOTER
 (H) = HANDICAP SPACE
 (V) = VAN/HANDICAP VAN SPACE

B3 PARKING COUNTS
 237 STANDING PARKING SPACES
 24 TRUCK SPACES
 8 COMPACT SPACES
 4 HANDICAP
 5 HANDICAP VAN
 9 MOTORCYCLE/SCOOTER SPACES
 50 BIKE PARKING SPACES

1 B3 FLOOR PLAN
 1/18 - 1/19

CONCEPTUAL - NOT FOR CONSTRUCTION

RINKA|CHUNG ARCHITECTURE INC.
 754 NORTH CENTRAL AVENUE, SUITE 100
 MESA, ARIZONA 85201
 Telephone: 480.633.8321
RINKA|CHUNG
 RINKA|CHUNG ARCHITECTURE INC.

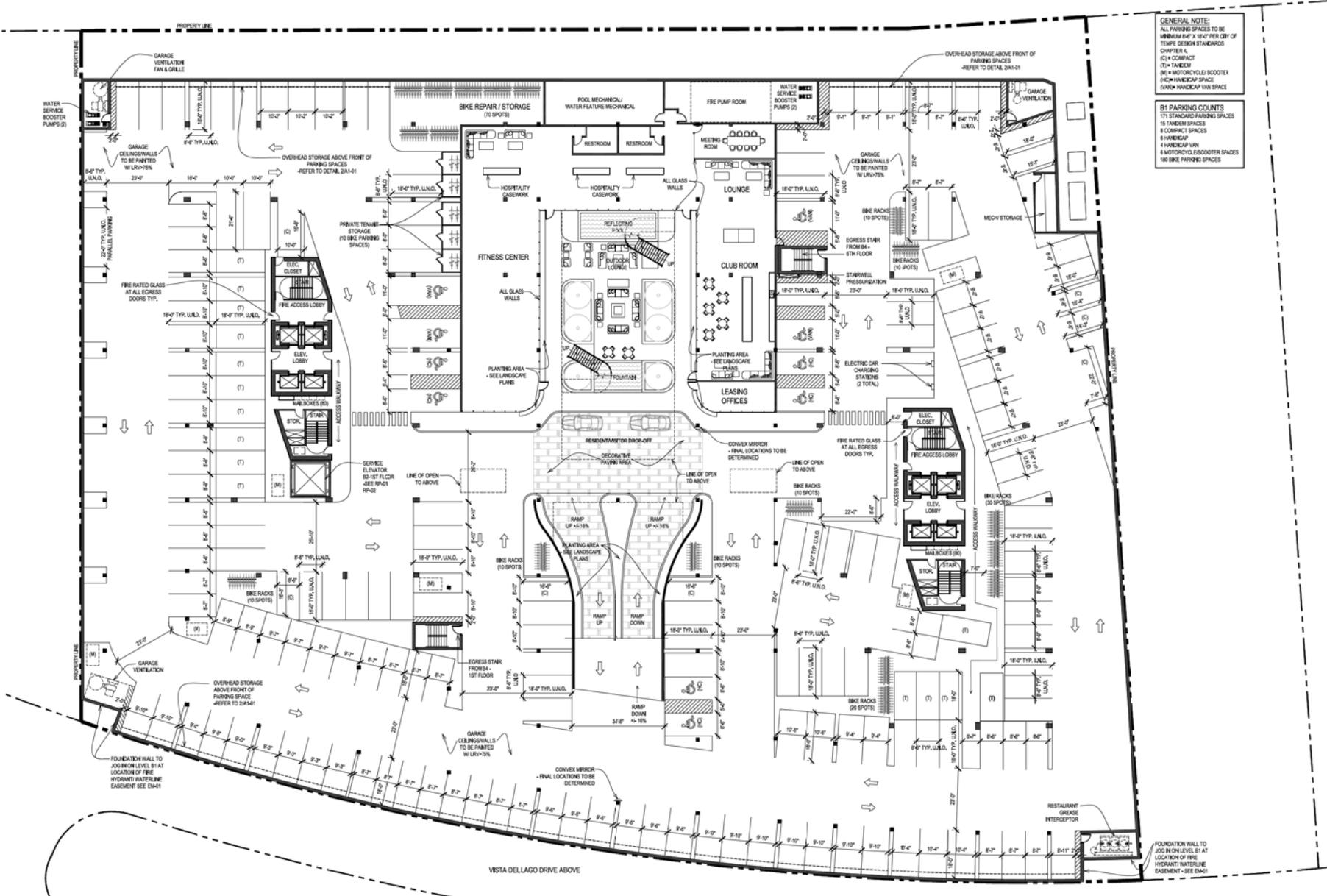
FORMAL SITE PLAN REVIEW SUBMITTAL

The PIER

LOT 5
 APN: 319-32-019
 TEMPE, ARIZONA, 85281
 Issue Date: OCTOBER 19, 2015

RCA Project No. 150407.01
 Sheet Title
B3 FLOOR PLAN

Sheet No. **A1-02**



GENERAL NOTE:
 ALL PARKING SPACES TO BE MINIMUM 8'-0" X 18'-0" PER CITY OF TEMPE DESIGN STANDARDS CHAPTER 4.
 (C) = COMPACT
 (T) = TRUCK
 (M) = MOTORCYCLE SCOOTER
 (H) = HANDICAP SPACE
 (V) = HANDICAP VAN SPACE
 (B) = BIKE PARKING SPACES

B1 PARKING COUNTS
 171 STANDING PARKING SPACES
 15 TRUCK SPACES
 8 COMPACT SPACES
 4 HANDICAP
 4 HANDICAP VAN
 4 MOTORCYCLE/SCOOTER SPACES
 10 BIKE PARKING SPACES

1 B1 FLOOR PLAN
 1/16" = 1'-0"

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RINKA|CHUNG ARCHITECTURE INC.
 754 NORTH CENTRAL AVENUE, SUITE 200
 MESA, ARIZONA 85201
 Telephone: (480) 831-3321

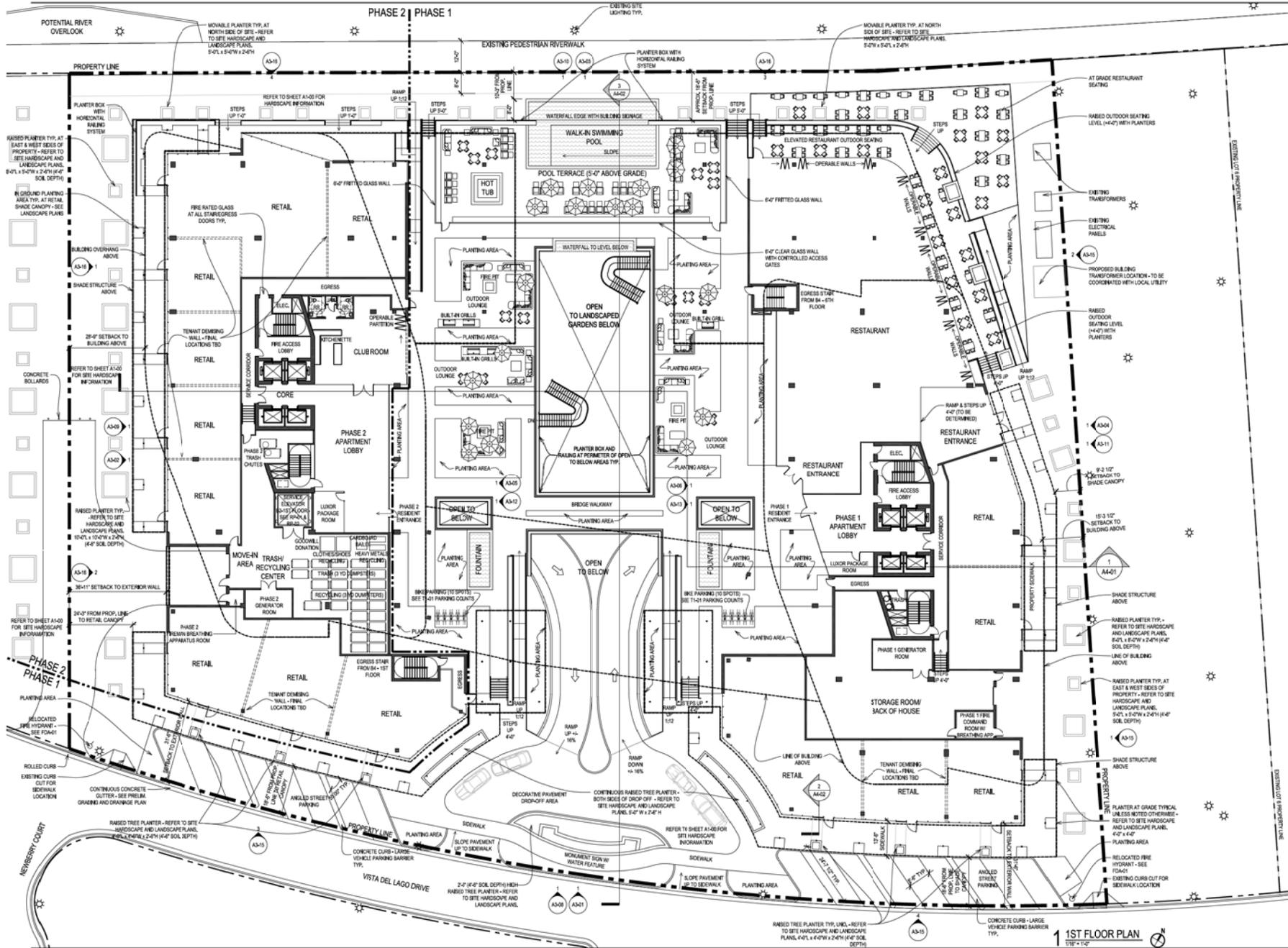
FORMAL SITE PLAN REVIEW SUBMITTAL

The PIER

RCA Project No. 150407.01
 Sheet Title
B1 FLOOR PLAN

LOT 5
 APRN 3 132-32-019
 TEMPE, ARIZONA, 85281
 Issue Date: OCTOBER 19, 2015

Sheet No. **A1-04**



1ST FLOOR PLAN
1/8" = 1'-0"

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RINKA/CHUNG ARCHITECTURE INC.
754 NORTH CENTRAL AVENUE
MESA, ARIZONA 85201
PH: 480.944.1100
FAX: 480.944.1101

RINKA/CHUNG
RINKA/CHUNG ARCHITECTURE INC.

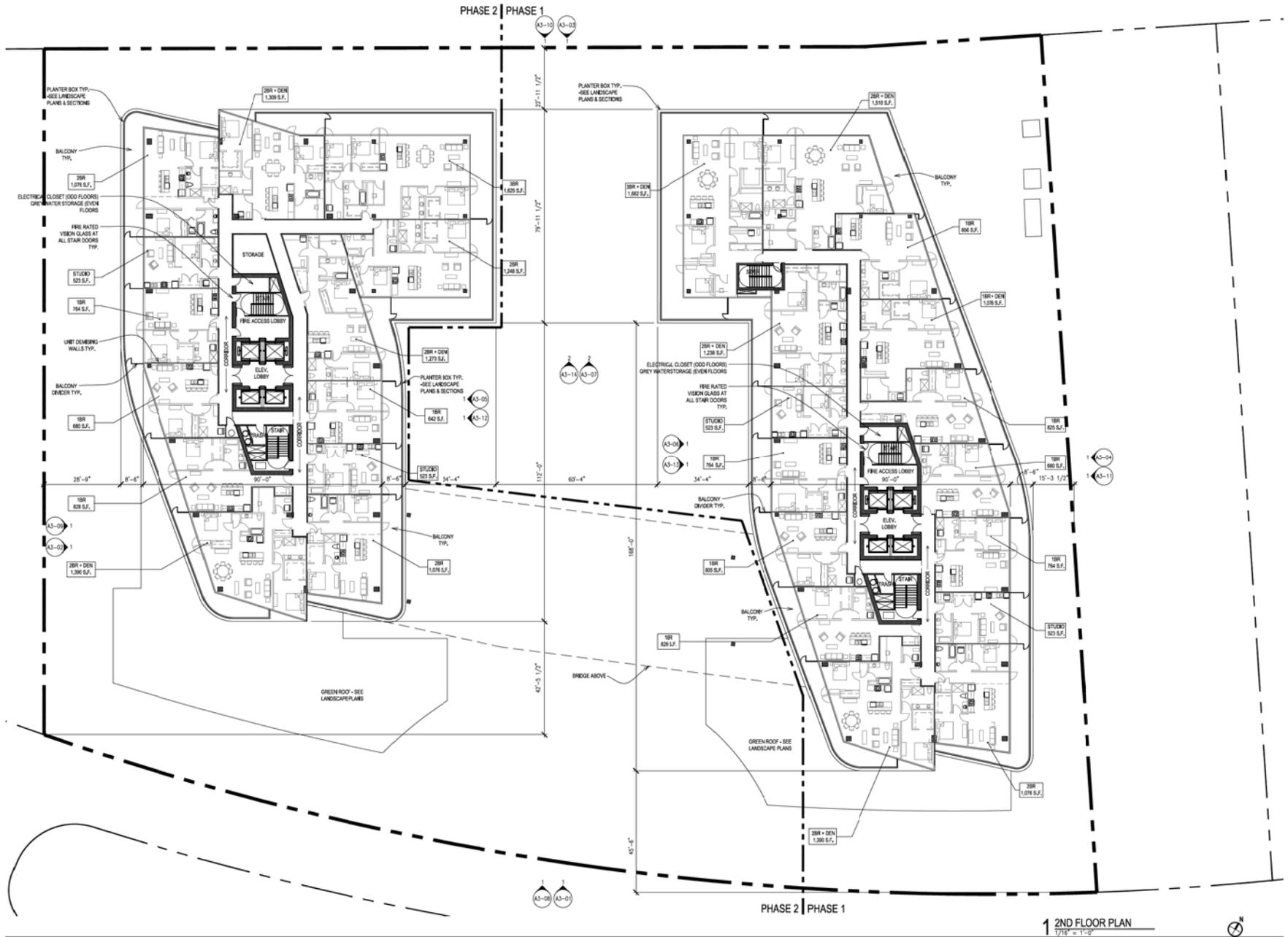
FORMAL SITE PLAN REVIEW SUBMITTAL

The PIER

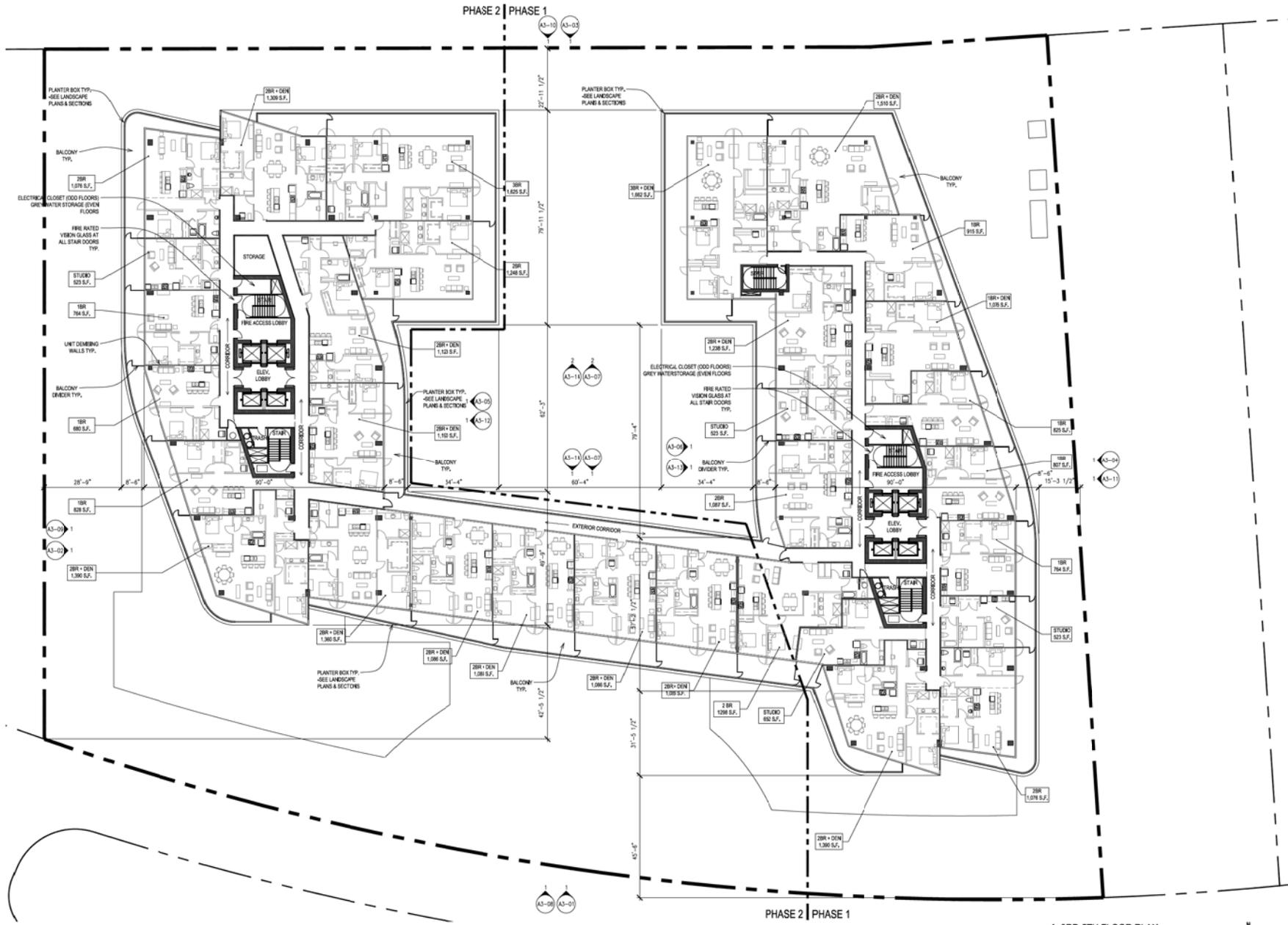
RCA Project No. 150407.01
Sheet Title
1ST FLOOR PLAN

LOT 5
APN: 319-32-019
TEMPE, ARIZONA, 85281
Issue Date: OCTOBER 19, 2015

Sheet No. **A1-05**

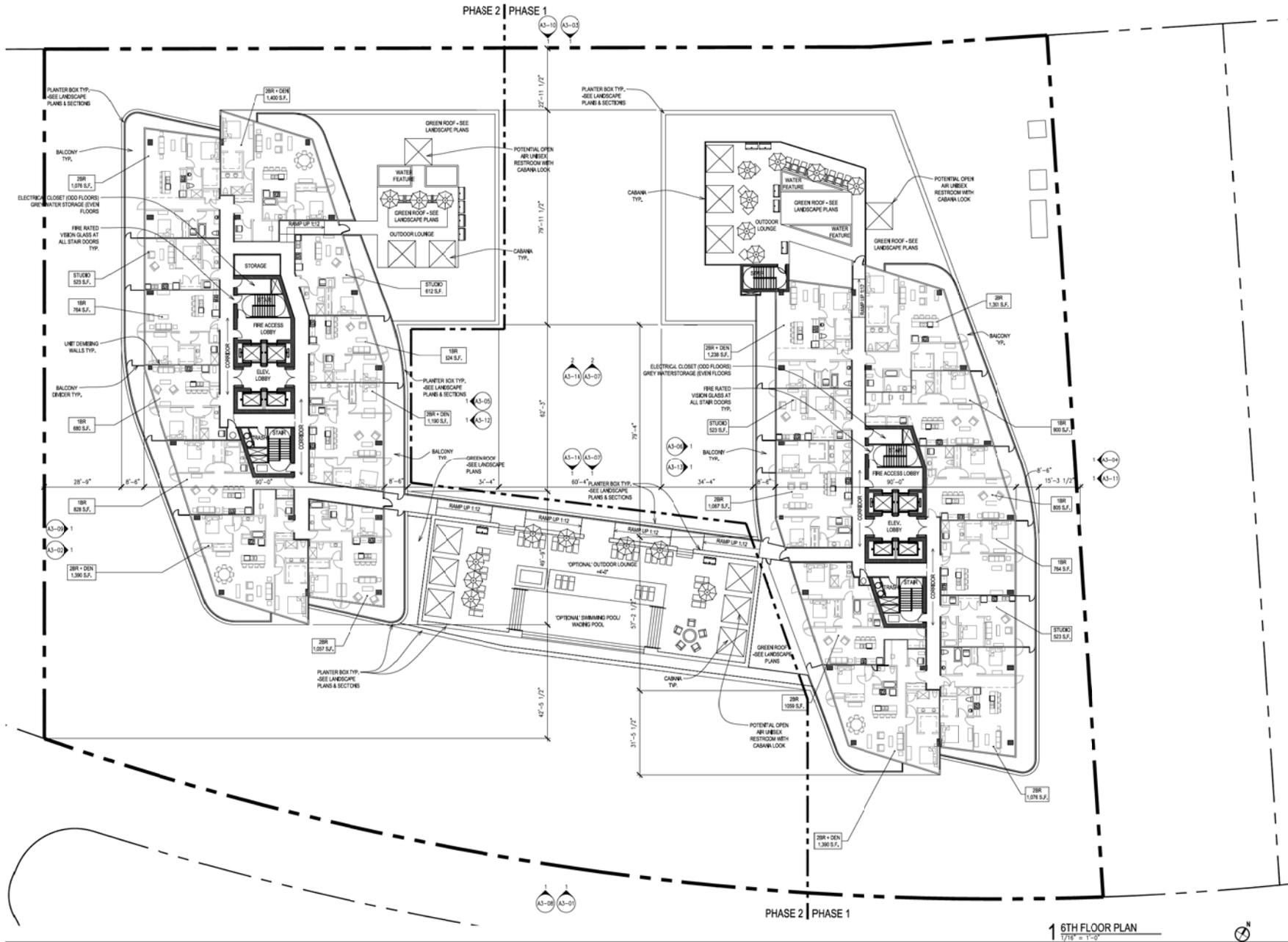


CONCEPTUAL - NOT FOR CONSTRUCTION



CONCEPTUAL - NOT FOR CONSTRUCTION

<p>RCA Project No. 150407.01 Sheet Title 3RD-5TH FLOOR PLAN</p>		<p>FORMAL SITE PLAN REVIEW SUBMITTAL</p>
<p>The PIER</p>		<p>LOT 5 APN: 3132-32-019 TEMPE ARIZONA, 85281 Issue Date OCTOBER 19, 2015</p>
<p>Sheet No. A1-07</p>		<p>RINKA CHUNG ARCHITECTURE INC. 754 NORTH WASHINGTON AVENUE MESA, ARIZONA 85201 Telephone: 480.633.8331</p>

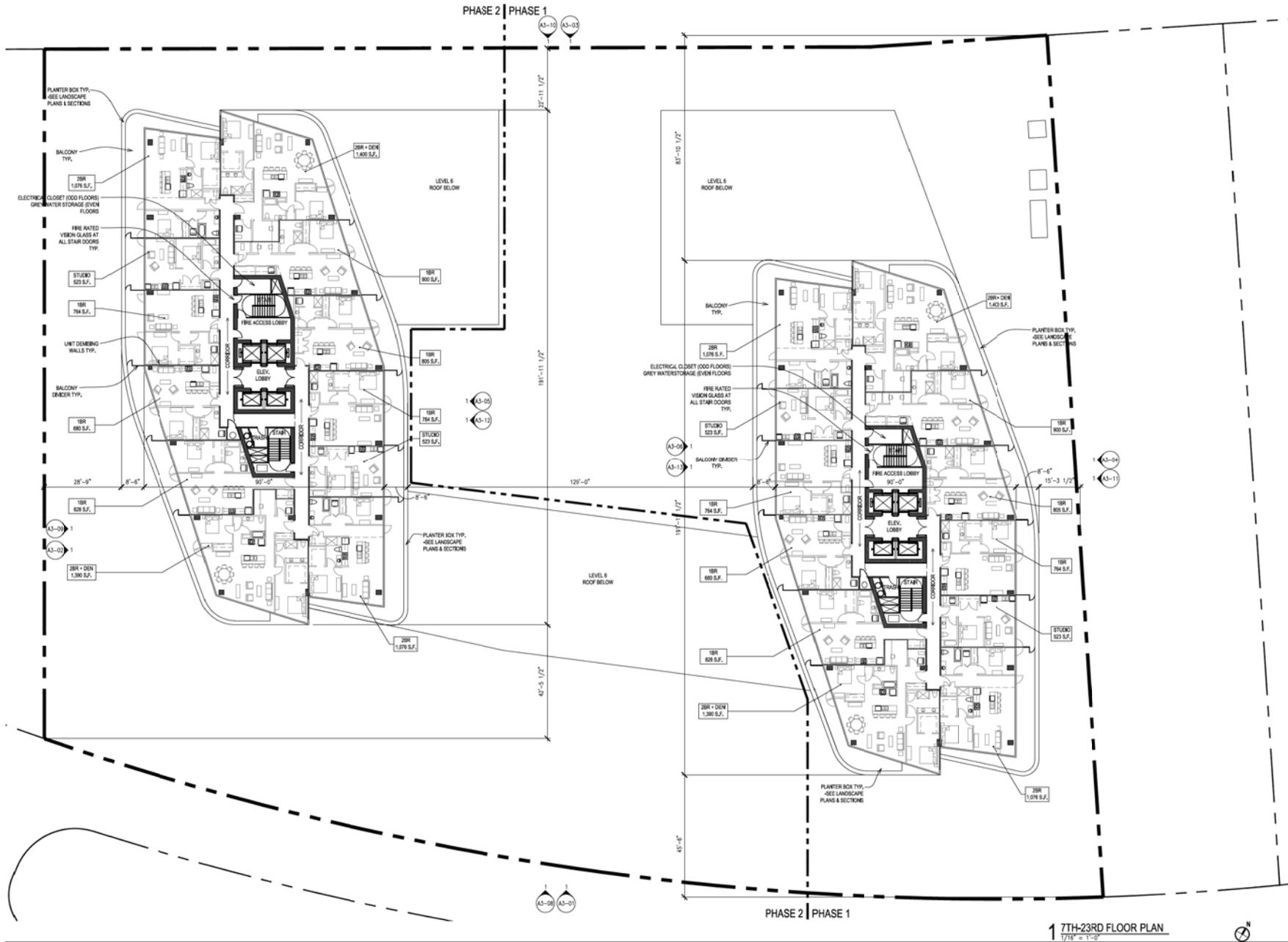


PHASE 2 | PHASE 1

1 6TH FLOOR PLAN
1/16" = 1'-0"

CONCEPTUAL - NOT FOR CONSTRUCTION

RCA Project No. 150407.01 Sheet Title 6TH FLOOR PLAN Sheet No. A1-08	The PIER	FORMAL SITE PLAN REVIEW SUBMITTAL	RINKA CHUNG ARCHITECTURE INC. RINKA CHUNG ARCHITECTURE INC. 754 NORTH CENTRAL AVENUE, SUITE 200 MESA, ARIZONA 85201 Telephone: 480.931.8300
		LOT 5 APN: 3132-32-019 TEMPE, ARIZONA, 85281 Issue Date: OCTOBER 19, 2015	



CONCEPTUAL - NOT FOR CONSTRUCTION

1 7TH-23RD FLOOR PLAN
1/16" = 1'-0"

<p>RCA Project No. 150407.01 Sheet Title 7TH-23RD FLOOR PLAN</p>		<p>FORMAL SITE PLAN REVIEW SUBMITTAL</p>	
<p>The PIER</p>		<p>LOT 5 APN: 3132-32-019 TEMPE ARIZONA, 85281 Issue Date OCTOBER 19, 2015</p>	
<p>Sheet No. A1-09</p>		<p>RINKA CHUNG RINKA CHUNG ARCHITECTURE, INC. 754 NORTH CENTRAL AVENUE, SUITE 200 MESA, ARIZONA 85201 Telephone: 480.621.0101</p>	

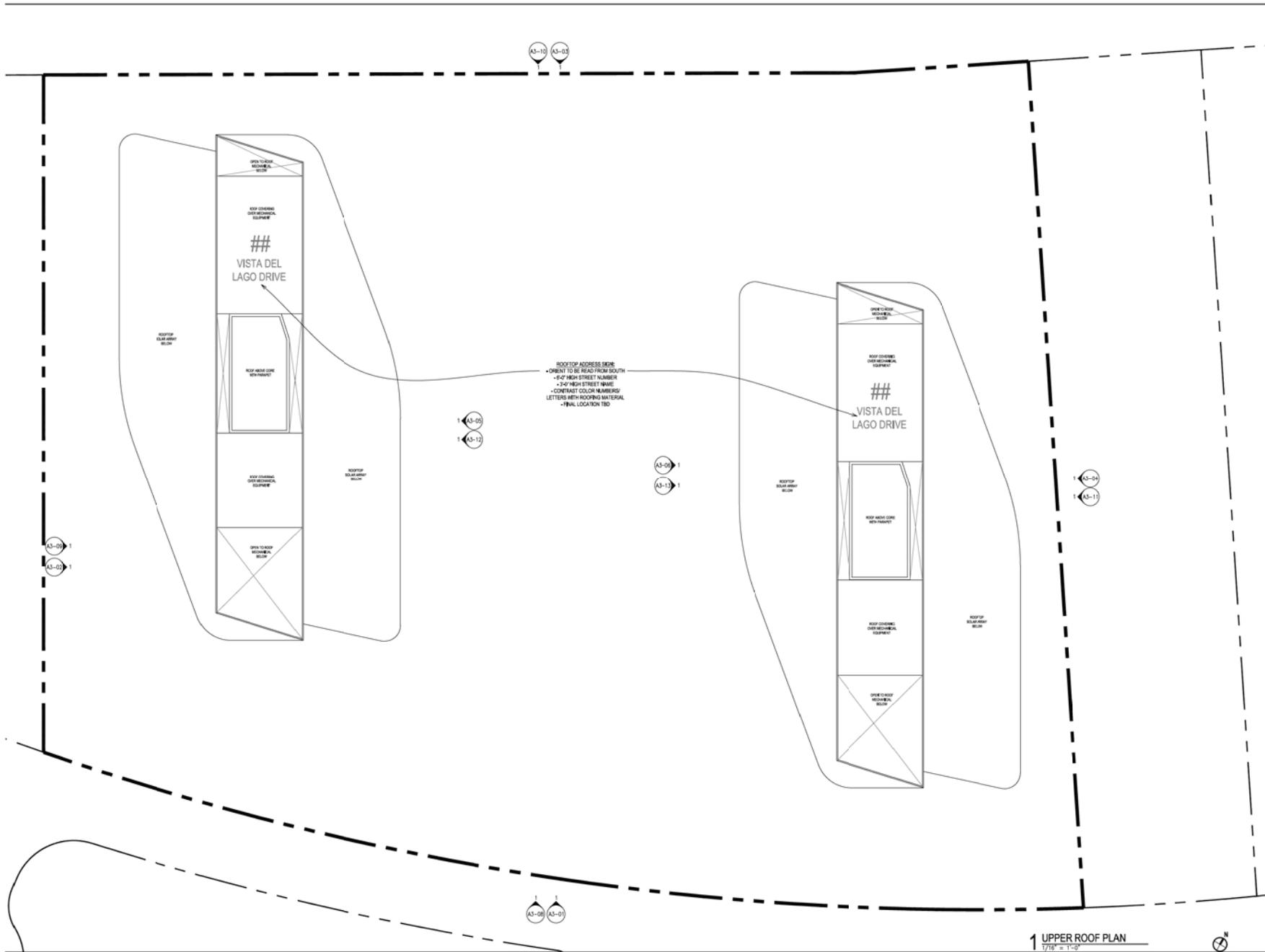


1 ROOF PLAN
1/7/16 = 1"=1'-0"



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RINKA CHUNG RINKA CHUNG ARCHITECTURE, INC. 754 NORTH CENTRAL AVENUE, SUITE 200 MESA, ARIZONA 85201 Telephone: 480.633.8331
FORMAL SITE PLAN REVIEW SUBMITTAL
The PIER
LOT 5 APN: 3132-32-019 TEMPE, ARIZONA, 85281 Issue Date: OCTOBER 19, 2015
RCA Project No. 150407.01 Sheet Title ROOF PLAN
Sheet No. A1-10



1 UPPER ROOF PLAN
1/7/16 = 1/16"



CONCEPTUAL - NOT FOR CONSTRUCTION

RCA Project No. 150407.01 Sheet Title UPPER ROOF PLAN	The PIER LOT 5 APN: 319-32-019 TEMPE, ARIZONA, 85281 Issue Date OCTOBER 19, 2015	FORMAL SITE PLAN REVIEW SUBMITTAL	RINKA CHUNG ARCHITECTURE, INC. 754 North Central Expressway, Suite 200 Tempe, Arizona 85281 Telephone: 480.833.8701
Sheet No. A1-11	RINKA CHUNG RINKA CHUNG ARCHITECTURE, INC.		

TEMPE TOWN LAKE

EXISTING D.G. BOARDWALK TO REMAIN

EXISTING EXISTING CONCRETE TO REMAIN

STEEL HEADER D.G. COLOR CHANGE

TOP OF LEVEE / FIRE LANE
COMPACTED D.G.

LIMIT OF WORK

LIMIT OF WORK

TRACT B
PROPOSED
DESIGN FENCING
APPROVAL FROM
OWNER

LIMIT OF WORK

ALTERNATE
BRINCKIA
NOBILIS IF
STRUCTURAL
CONSTRAINTS
DO NOT ALLOW
DATE PALMS

ALTERNATE
BRINCKIA
ARMATA IF
STRUCTURAL OR
RAISED PLANTER
CONSTRAINTS

SIGHT DISTANCE
SANITARY
LANDSCAPING
2'-0" OR LESS IN
HEIGHT; TREES
TRIMMED UP TO
6'-0"

1ST FLOOR LANDSCAPE LEGEND SEE L1.7 FOR MASTER LANDSCAPE LEGEND

BOTANICAL NAME COMMON NAME SIZE QTY.

TREES			
	RISTADIA RED PUS	RED PUS	4" BOX 9
	FICUS BENAMINA	WEeping FIG	24" BOX 16
	PROSOPIS VELUTNA	NATIVE MESQUITE	24" BOX 3
	CORDIA BOISSIERI	TEXAS OLIVE	24" BOX 26
	TRACHYCARPUS FORTUNEI	WINDMILL PALM	24" BOX 3
	PHOENIX DACTYLIFERA MEDJOO'	MEDJOO' HYBRID DATE PALM	18" CLR APICAL MERI STEM 24" BOX 10 AL: BRINCKIA NOBILIS WHITE NOTED ON PLANS
	CYCAS REVOLUTA	SAGO PALM	24" BOX 74
	SYAGRUS ROMANZOFFIANUM	QUEEN PALM	12" CLR APICAL MERI STEM 10 AL: BRINCKIA ARMATA WHITE NOTED ON PLANS

GROUNDCOVERS AND SHRUBS (MAX. 2'-0" @ MATURITY)

	ALOE VERA	1 GALLON	539
	ASPARAGUS DENSIFLORUS	1 GALLON	169
	ARTEMISIA LUDOVICIANA	1 GALLON	122
	ARTEMISIA GRACILIFLORA	1 GALLON	25
	CARISSA GRANDIFLORA	1 GALLON	131
	CARISSA GRANDIFLORA BEAUTY	1 GALLON	159
	CARISSA GRANDIFLORA GREEN CARPET	1 GALLON	121
	CURPEA HYSSOPIFOLIA	1 GALLON	21
	LYCOORIS RADATA	1 GALLON	134
	PORTULACARIA AFRA	1 GALLON	90
	VIOLA ODORATA	1 GALLON	314
	WEDELIA BIFLORA	1 GALLON	21
	ZEPHYRANTHES CANDIDA	1 GALLON	125

SHRUBS (MAX. 3'-0" @ MATURITY)

	CYMBOPOGON CITRATUS	LEMONGRASS	1 GALLON	200
	YUCCA WHIPPLEI	OUR LORD'S CANDLE	1 GALLON	46

LARGE SHRUBS (+3'-0')

	BABELIA ALBA	MALABAR SPIRACH	1 GALLON	22
	HESPERALOE PARVIFLORA	RED YUCCA	1 GALLON	68
	PHYLLOSTACHYS AUREA	GOLDEN BAMBOO	1 GALLON	30
	PLINIA CAULIFLORA	JABUTICABA	1 GALLON	13

VINES

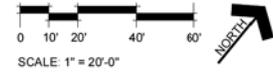
	BOUGAINVILLEA SPP.	BOUGAINVILLEA	1 GALLON	26
	JASMINUM OFFICINALE	JASMINE	1 GALLON	25
	TRACHELOSPERUM	STAR JASMINE	1 GALLON	14
	JASMINODES	LADY BANKS ROSE	1 GALLON	40
	ROSA BANKSAE			

ANNUALS

	TAGETES ERECTA	AMERICAN MARIGOLD	1 GALLON	696.53 S.F.
	VIOLA TRICOLOR SUBSP. TRICOLOR	PANSY	1 GALLON	

TOWN LAKE LEGEND

BOTANICAL NAME	COMMON NAME	SIZE	QTY.
	MUHLENBERGIA CAPILLARIS	REGAL MIST	5 GALLON 4,378.02 S.F. / 486
	MUHLENBERGIA RIGIDA	NASHVILLE	5 GALLON 4,096.0 S.F. / 1,520
	TURF - AS SPECIFIED BY PARKS AND REC.		500 8,035.14 S.F.



RINKA CHUNG
RINKA CHUNG ARCHITECTURE INC.

the design element
landscape architecture
the design element, plc
2111 east highland avenue
suite 100
phoenix, arizona 85016
ph 602.244.1970
fax 602.244.1971
www.thedesignelement.com

PROFESSIONAL LANDSCAPE ARCHITECTURE
318A
4277
ANDREWS
AVENUE
PHOENIX, ARIZONA 85018
EXPIRES: 09/30/2017

PRELIMINARY SITE PLAN SUBMITTAL

CONCEPTUAL - NOT FOR CONSTRUCTION

The PIER

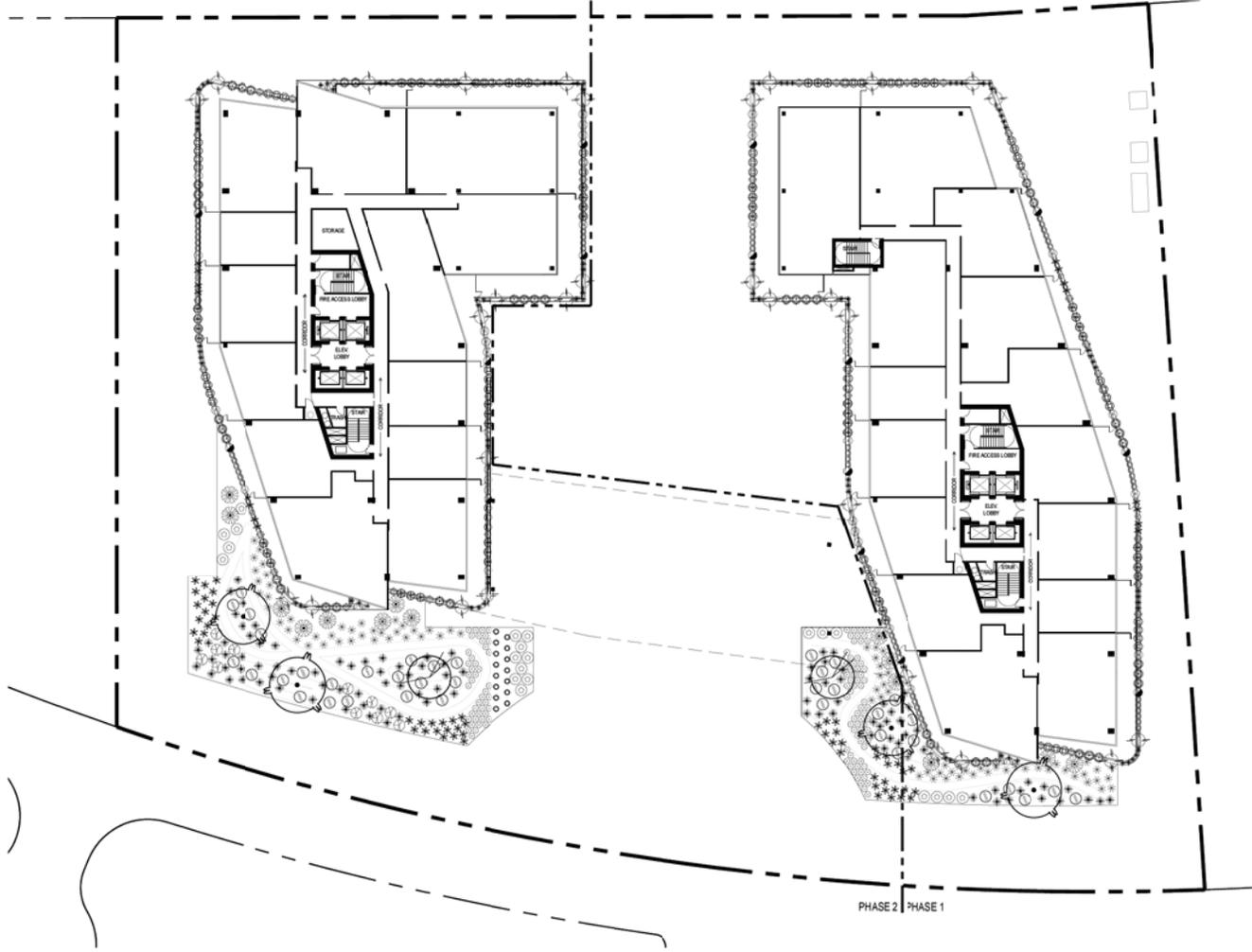
PRELIMINARY LANDSCAPE PLAN
1ST FLOOR

IFTS No. 15030
RCA Project No. 15030
Sheet Title

Sheet No.

L1.1

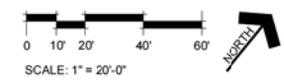
LOT 5
APN: 132-32-019
TEMPE, ARIZONA, 85281
Issue Date: SEPT. 8TH, 2015



PHASE 2 PHASE 1

2ND FLOOR LANDSCAPE LEGEND SEE L17 FOR MASTER LANDSCAPE LEGEND

BOTANICAL NAME	COMMON NAME	SIZE	QTY.
TREES			
EBENOPSIS EBAYO	TEXAS EBONY	24"Ø BOX	2
PARKINSONIA FLORIDA	BLUE PALM VERDE	24"Ø BOX	4
GROUNDCOVERS AND SHRUBS (MAX. 2'-0" @ MATURITY)			
ARTEMESIA LUDDOVICIANA	WHITE SAGE	1 GALLON	56
CARISSA GRANDIFLORA	NATAL PLUM FANCY	1 GALLON	18
CUTHEA HYSSOPIFOLIA	MEXICAN HEATHER	1 GALLON	52
DALEA GREGGII	TRAILING REDDO BUSH	1 GALLON	38
LANTANA MORTEVIDENSIS	PURPLE LANTANA	1 GALLON	16
PORTULACARIA AFRA	ELEPHANT FOOT	1 GALLON	28
ROSMARINUS OFFICINALIS	CREEPING ROSEMARY	1 GALLON	15
PROSTRATUS			
WEDELIA BIFLORA	MELANTHERA	1 GALLON	72
SHRUBS (MAX. 3'-0" @ MATURITY)			
AGAVE PARRYII	PARRY'S AGAVE	1 GALLON	187
CYBISPOON CITRATUS	LEMONGRASS	1 GALLON	51
ECHINOCACTUS GRUSONI	GOLDEN BARREL	1 GALLON	109
MULHBERGIA RIGIDA	NASHVILLE	1 GALLON	82
YUCCA WHIPPLEI	OUR LORDS CANDLE	1 GALLON	75
LARGE SHRUBS (+3'-0")			
DASYLIRION WHEELERI	DESERT SPOON	1 GALLON	41
EPILOBUM DANUM	CALIFORNIA FUCHSIA	1 GALLON	21
FEROCACTUS WISLIZENI	FISHHOOK BARREL	1 GALLON	15
OPUNTIA FICUS-INDICA	PRICKLY PEAR CACTUS	1 GALLON	14
VINES			
BOUGHNVILLEA SPP.	BOUGHNVILLEA	1 GALLON	30



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PRELIMINARY SITE PLAN SUBMITTAL

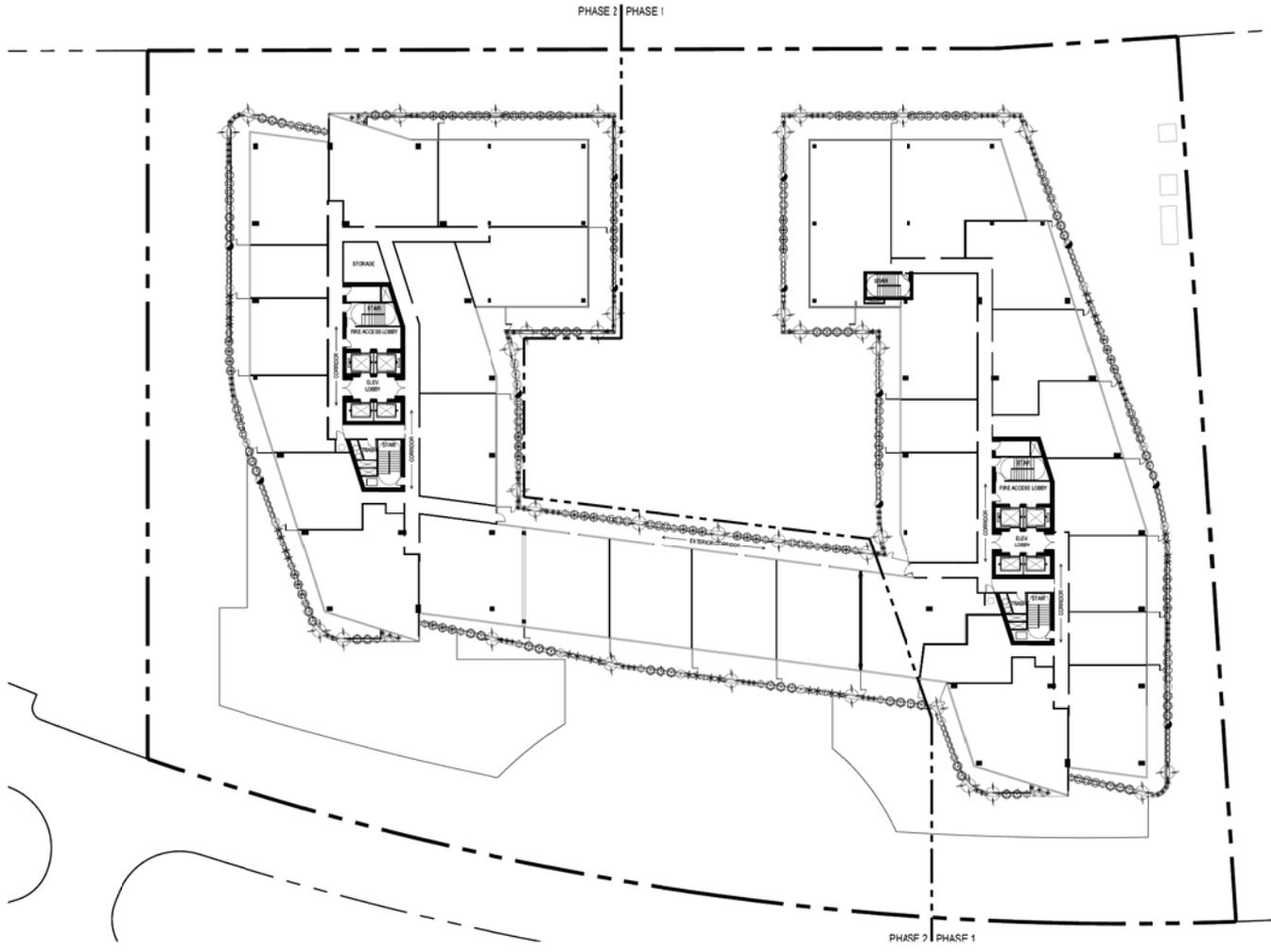
The PIER
 LOT 5
 APN: 132-32-019
 TEMPE, ARIZONA, 85281
 Issue Date: SEPT. 8TH, 2015

PFS NO. 15030
 RICA Project No.
 Sheet Title

PRELIMINARY LANDSCAPE PLAN
2ND FLOOR

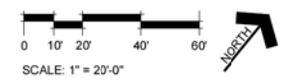
Sheet No. **L13**

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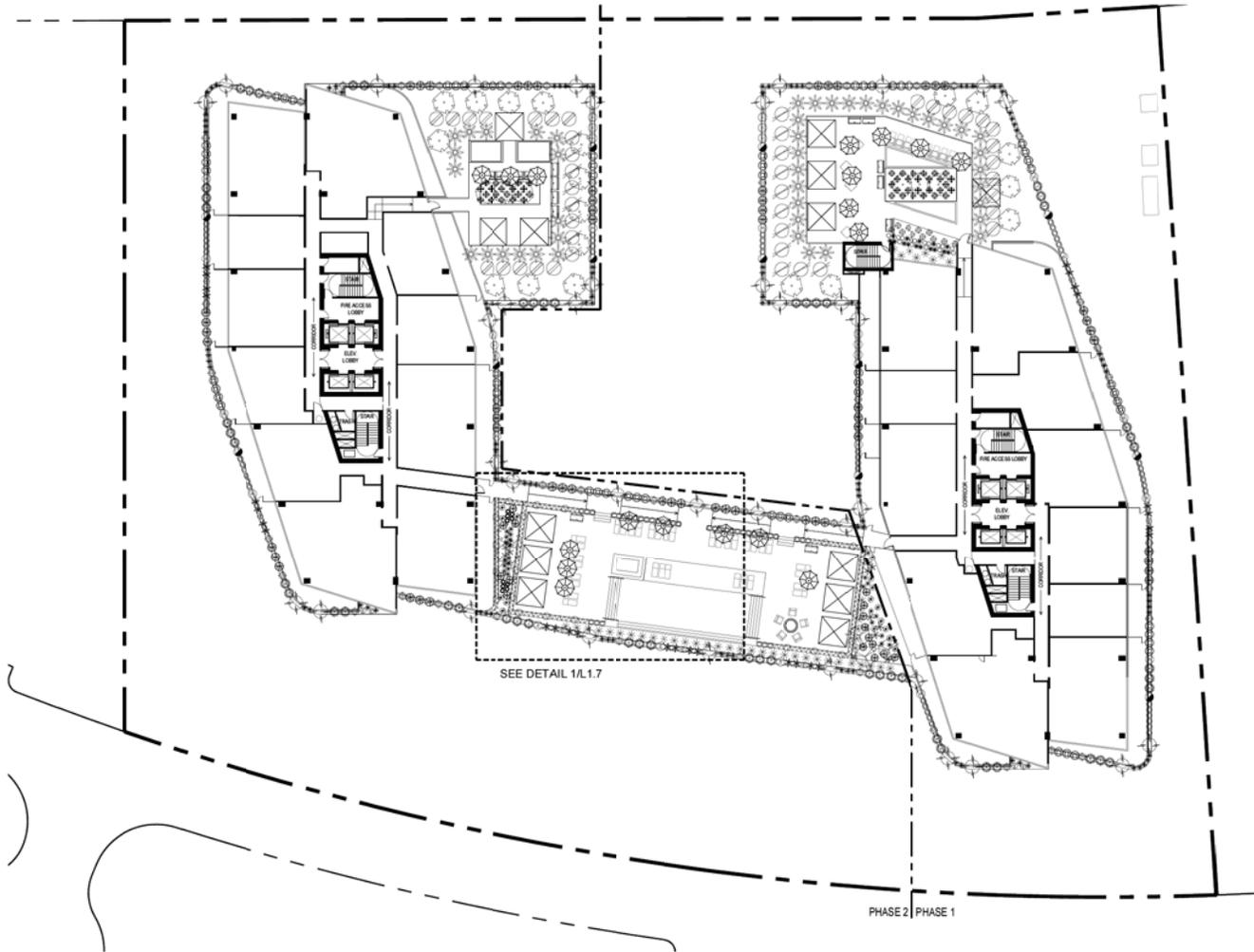


3RD-5TH FLOOR LANDSCAPE LEGEND SEE L17 FOR MASTER LANDSCAPE LEGEND

BOTANICAL NAME	COMMON NAME	SIZE	QTY.
GROUNDCOVERS AND SHRUBS (MAX. 2'-0" @ MATURITY)			
⊕ ARTEMISA LUDOVICIANA	WHITE SAGE	1 GALLON	59
⊕ CARISSA GRANDIFLORA	NATAL PLUM FANCY	1 GALLON	12
⊕ CUPHEA HYSSOPOLIA	MEXICAN HEATHER	1 GALLON	57
⊕ LANTANA MONTEVIDENSIS	PURPLE LANTANA	1 GALLON	17
⊕ FORTULACARIA AFRA	ELEPHANT FOOT	1 GALLON	12
⊕ ROSMARRINUS OFFICINALIS	CREEPING ROSEMARY	1 GALLON	12
⊕ PROSTRATUS			
⊕ WEDELIA BIFLORA	MELANTHERA	1 GALLON	44
SHRUBS (MAX. 3'-0" @ MATURITY)			
⊕ AGAVE PARRYI	PARRY'S AGAVE	1 GALLON	103
⊕ CYMBOPOGON CITRATUS	LEMONGRASS	1 GALLON	47
⊕ YUCCA WHIPPLEI	OUR LORD'S CANDLE	1 GALLON	28
LARGE SHRUBS (+3'-0")			
⊕ DASYLIRION WHEELERI	DESERT SPOON	1 GALLON	54
VINES			
⊕ BOUGHAINVILLEA SPP.	BOUGHVILLEA	1 GALLON	37

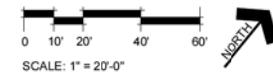


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6TH FLOOR LANDSCAPE LEGEND SEE L17 FOR MASTER LANDSCAPE LEGEND

BOTANICAL NAME	COMMON NAME	SIZE	QTY.
GROUNDCOVERS AND SHRUBS (MAX. 2'-0" @ MATURITY)			
☼	ALOE VERA	ALOE VERA	1 GALLON 21
⊕	ARTEMESIA LUDOVICIANA	WHITE SAGE	1 GALLON 99
⊕	CARISSA GRANDIFLORA	NATAL PLUM 'FANCY'	1 GALLON 12
⊕	CUPHEA HYSSOPIOLIA	MEXICAN HEATHER	1 GALLON 73
⊕	LANTANA MONTEVIDENSIS	PURPLE LANTANA	1 GALLON 17
⊕	LYCORSIS RADATA	SPIRDER LULLY	1 GALLON 15
⊕	PORTULACARIA AFRA	ELEPHANT FOOT	1 GALLON 12
⊕	ROSMARINUS OFFICINALIS	CREEPING ROSEMARY	1 GALLON 12
⊕	TRICOSTRATIS	SWEET VIOLA	1 GALLON 57
⊕	VIOLA ODORATA	WEDELIA BIFLORA	1 GALLON 44
SHRUBS (MAX. 3'-0" @ MATURITY)			
☼	AGAVE PARRYI	PARRYI'S AGAVE	1 GALLON 121
☼	CYMBOPOGON CITRATUS	LEMONGRASS	1 GALLON 85
☼	MUNLEBERGIA RIGIDA	NASHVILLE	1 GALLON 48
☼	TARGETES LUCIDA	MEXICAN TARRAGON	1 GALLON 10
☼	YUCCA WHIPPLEI	OUR LORD'S CANDLE	1 GALLON 37
LARGE SHRUBS (+3'-0")			
☼	BASELLA ALBA	MALABAR SPINACH	1 GALLON 48
☼	DASYLIRION WHEELERI	DESERT SPOON	1 GALLON 54
☼	LYCULUM BARBARUM	WOLFBERRY	1 GALLON 3
☼	MALPIGHIA EMARGINATA	BARBADOS CHERRY	1 GALLON 19
☼	PIEPIUM CATTLESLANIM	STRAWBERRY GUAVA	1 GALLON 28
☼	PLINA CAULIFLORA	JABUTICABA	1 GALLON 21
VINES			
☼	BOUGHAINVILLEA SPP.	BOUGHAINVILLEA	1 GALLON 37
ANNUALS			
☼	IPOMOEA BATATAS	SWEET POTATO VINE	1 GALLON 23
☼	PENTUNA X HYBRIDA	WAVE PETUNIA	1 GALLON 1
☼	PORTULACA OLERACEA	PURSLANE	1 GALLON 10



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PRELIMINARY SITE PLAN SUBMITTAL

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Sheet No. 15330

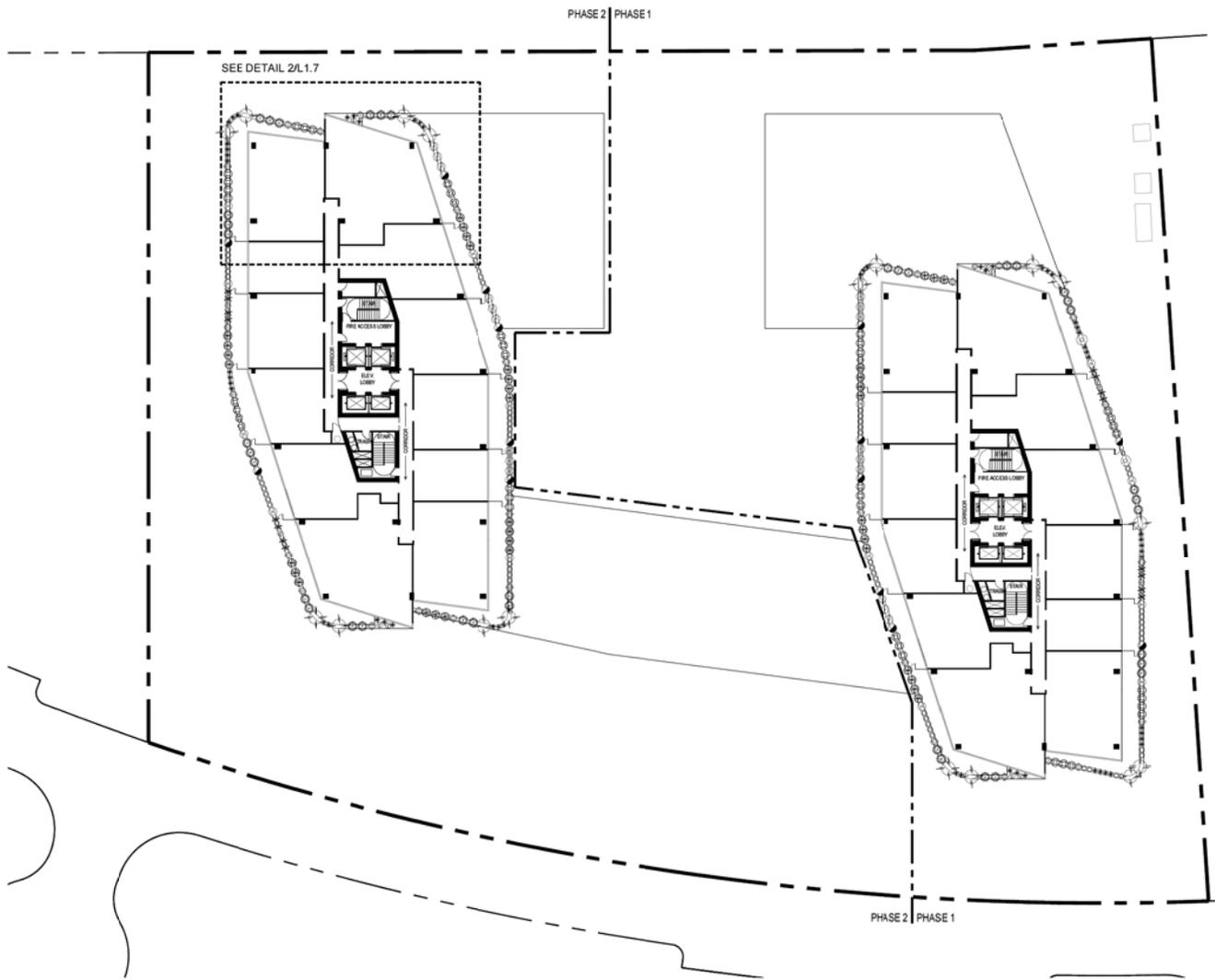
PRELIMINARY LANDSCAPE PLAN
6TH FLOOR

LOT 5
APN: 132-32-019
TEMPE, ARIZONA, 85281
Issue Date: SEPT. 8TH, 2015



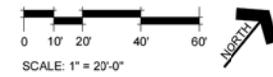
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7TH - 22ND FLOOR LANDSCAPE LEGEND SEE L17 FOR MASTER LANDSCAPE LEGEND

BOTANICAL NAME	COMMON NAME	SIZE	QTY.
GROUNDCOVERS AND SHRUBS (MAX. 2'-0" @ MATURITY)			
① ARTEMESIA LUDOUICIANA	WHITE SAGE	1 GALLON	40
① CARISSA GRANDIFLORA	NATAL PLUM 'FANCY'	1 GALLON	18
① CARISSA GRANDIFLORA	NATAL PLUM 'GREEN CARPET'	1 GALLON	2
① CUPHEA HYSSOROLIA	MEXICAN HEATHER	1 GALLON	37
① LANTANA MONTEVIDENSIS	PURPLE LANTANA	1 GALLON	14
① FORTULICARIA AFRA	ELEPHANT FOOT	1 GALLON	12
① ROSMARINUS OFFICINALIS 'PROSTRATUS'	CREeping ROSEMARY	1 GALLON	14
① WEDDIA BIFLORA	MELANTHERA	1 GALLON	30
SHRUBS (MAX. 3'-0" @ MATURITY)			
① AGAVE PARURI	PARRY'S AGAVE	1 GALLON	58
① CIMBOPHOON CITRATUS	LEMONGRASS	1 GALLON	57
① YUCCA WHIPPLEI	OUR LORD'S CANDLE	1 GALLON	16
LARGE SHRUBS (4'-0")			
① DASYLIRON WHEELERI	DESERT SPOON	1 GALLON	38
VINES			
① BOUGAINVILLEA SPP.	BOUGAINVILLEA	1 GALLON	17



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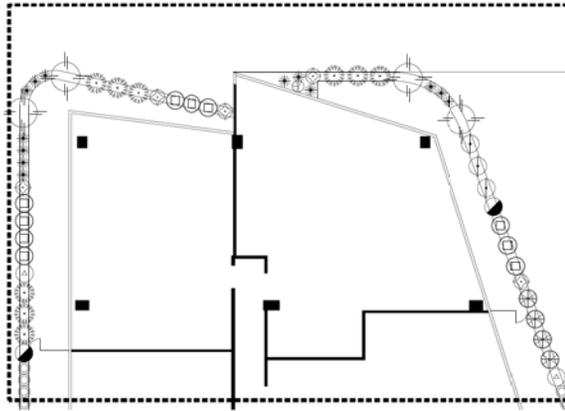
LOT 5
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RCA Project No. 15330
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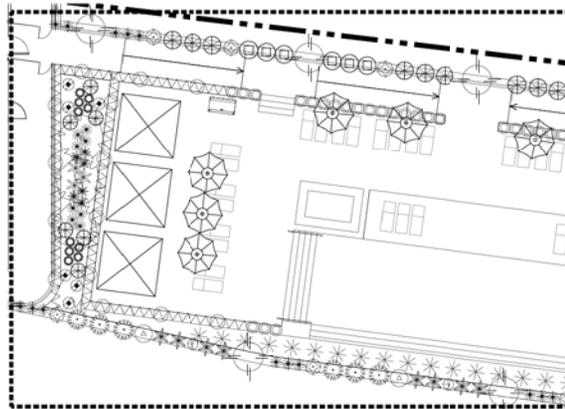
**PRELIMINARY LANDSCAPE PLAN
7TH-22ND FLOOR**

Sheet No. **L1.6**

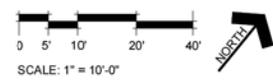
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2 ENLARGE TYP. PLANTER AT 7TH FLOOR
SCALE: 1" = 12'



1 ENLARGE TYP. PLANTER AT 6TH FLOOR
SCALE: 1" = 12'



MASTER LANDSCAPE LEGEND

BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES			
BALHINA LUNARIOIDES (B. CONGESTA)	ANACACHO ORCHID	24" BOX	-
RSTACIA RED PUSH	RED PUSH	48" BOX	9
CITRUS RETICULATA 'CLEMENTINE'	MANDARIN ORANGE	24" BOX	-
EBENOPSIS EBANO	TEXAS EBONY	24" BOX	2
FIGUS MICROCARPA NITIDA	INDIAN LAMBLE FIG	24" BOX	-
MORINGA OLEIFERA LAMK	MALUNGGAY	24" BOX	-
FIGUS BENIAMINA	WEeping FIG	24" BOX	15
PROSOPIS VELUTINA	NATIVE MESQUITE	24" BOX	3
CORDIA BOSSIERI	TEXAS OLIVE	24" BOX	25
TRACHYCARPUS FORTUNEI	WINDMILL PALM	24" BOX	3
PHENIX DACTYLIFERA MEDJOL	DATE PALM	18" CLR	10
CYCAS REVOLUTA	SAGO PALM	24" BOX	109
SYAGRUS ROMANOFFIANUM	QUEEN PALM	12" CLR	10
GROUNDCOVERS AND SHRUBS (MAX. 2'-0" @ MATURITY)			
ALLIUM SCHONOPRASMUM	CYRUS	1 GALLON	-
ALOE VERA	ALOE VERA	1 GALLON	405
ASPARAGUS DENSIFLORUS	MYERS ASPARAGUS	1 GALLON	203
ARTEMESIA LUDOLVICIANA	WHITE SAGE	1 GALLON	319
ARTEMESIA GRACILICULAS	FRENCH TARRAGON	1 GALLON	25
CARISSA GRANDIFLORA	NATAL PLUM 'BOXWOOD BEAUTY'	1 GALLON	131
CARISSA GRANDIFLORA	NATAL PLUM 'FANCY'	1 GALLON	202
CARISSA GRANDIFLORA	NATAL PLUM	1 GALLON	-
CARISSA GRANDIFLORA	NATAL PLUM 'GREEN GYNET'	1 GALLON	123
CURPEA HYSSORHOLA	MEXICAN HEATHER	1 GALLON	240
DALEA GREGGII	TRAILING INDIGO BUSH	1 GALLON	38
EROGONUM FASCIOLATUM	FLATTOP BUCKWEAT	1 GALLON	-
HEMERICALLIS	DAYLILY	1 GALLON	-
HIBISCUS DENIGATUS	PALEFACE ROSE MALLOW	1 GALLON	-
HIBISCUS ROSA-SINENSIS	HYBISCUS	1 GALLON	-
IRIS HYBRIDA	BEARDED IRIS	1 GALLON	134
LANTANA MONTEVIDENSIS	PURPLE LANTANA	1 GALLON	64
LYCORIS RADATA	SPIDER LILY	1 GALLON	99
PORTULACARIA AFRA	ELEPHANTFOOD	1 GALLON	34
ROSEMARYS OFFICINALIS 'PROSTRATUS'	CREW PINOCCHIO	1 GALLON	53
VIOLA COORATA	SWEET WOLA	1 GALLON	144
WEDELIA BIFLORA	MELANTHERA	1 GALLON	258
ZEPHYRANTHES CANDIDA	RAIN LILY	1 GALLON	45
SHRUBS (MAX. 3'-0" @ MATURITY)			
AGAVE PARRYI	PARRYYS AGAVE	1 GALLON	409
CARISSA MACROCARPA	NATAL PLUM 'TOMLISON'	1 GALLON	-
CARISSA MACROCARPA	NATAL PLUM 'TURTLE'	1 GALLON	-
CYMOPOGON CITRATUS	LEMONGRASS	1 GALLON	434
DALEA FRUTESCENS	SIERRA NEGRA	1 GALLON	-
ECHINOCACTUS GRUSONI	GOLDEN BARRREL	1 GALLON	109
LONCERIS X HEDYOTTII	FLAME KETCHUPKLE	1 GALLON	-
MUNLENBERGIA RIGIDA	NASHVILLE	1 GALLON	130
TAGETES ERRECTA	AMERICAN MARI GOLD	1 GALLON	-
TAGETES LUCIDA	MEXICAN MRRAGON	1 GALLON	10
SPHAERALCEA AMBIGUA	DESERT MALLOW	1 GALLON	-
YUCCA WHIPPLEI	OUR LORDS CANDLE	1 GALLON	132
LARGE SHRUBS (+3'-0")			
BASELIA ALBA	MALABAR SPINACH	1 GALLON	70
CAESALPINA MEXICANA	MEXICAN BRD OF PARADISE	1 GALLON	-
DASYLIRION WHEELERI	DESERT SPOON	1 GALLON	157
EPILOBUM CANUM	CALIFORNIA FUCHSIA	1 GALLON	21
FEROCACTUS WILDENI	FISHHOOK BARRREL	1 GALLON	15
GARDENIA JASMINOIDES	GARDENIA	1 GALLON	-
HESPERALOE PARVIFLORA	RED YUCCA	1 GALLON	39
LYCUM BARBARUM	LYCBERRY	1 GALLON	3
MALPIGHIA EMARGINATA	BARBADOS CHERRY	1 GALLON	19
OPUNTHA FIGUS-INDICA	PRICKLY PEAR CATUS	1 GALLON	14
PHYLLISTACHYS ALBERA	GOLDEN BAMBOO	1 GALLON	44
PLUNIA CALIFLORA	JABUTICABA	1 GALLON	13
PSIDUM CATTLEIANUM	STRAWBERRY QUAVA	1 GALLON	25
VINES			
BOUGAINVILLEA SPP.	BOUGAINVILLEA	1 GALLON	147
JASMINUM OFFICINALE	JASMINE	1 GALLON	102
TRACHELOSPERMUM	STAR JASMINE	1 GALLON	13
JASMINOIDES	LADY BANKS ROSE	1 GALLON	40
ROSA BANKSIAE	LADY BANKS ROSE	1 GALLON	40
ANNUALS			
IPOMOEA BATATAS	SWEET POTATO VINE	1 GALLON	23
PENTINIA X HYBRIDA	WAVE PETJINA	1 GALLON	23
PORTULACA OLERACEA	PURSLANE	1 GALLON	10
TAGETES ERRECTA	AMERICAN MARI GOLD	1 GALLON	109.08 S.F.
VIOLA TRICOLOR SUBSP. TRICOLOR	PANSY	1 GALLON	-
ANTIRRHINUM	SNAKEDRAGON	1 GALLON	-
BAJA PASSION VINE	PASSIFLORA FOETIDA V. LONGIPEDUNCULATA	1 GALLON	-
BRASSICA OLERACEA	KALE	1 GALLON	-
CALENDULA OFFICINALIS	CALENDULA	1 GALLON	-
COREOPSIS LANCEOLATA	COREOPSIS	1 GALLON	-
LUFFA AEDYPTACA	LOOFAH	1 GALLON	-
MONARDA DIDYMA	SCHALLET BEEBALM	1 GALLON	-
ORIGANUM MAJORANA	MARJORAM	1 GALLON	-
TROPAEOLUM MINOR	NASTURTIUM TRAILING	1 GALLON	-

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PRELIMINARY SITE PLAN SUBMITTAL

The PIER

15030
Sheet Title

PRELIMINARY LANDSCAPE PLAN ENLARGEMENTS

Issue Date: SEPT. 8TH, 2015

LOT 5
APN: 132-32-019
TEMPE, ARIZONA, 85281

Sheet No. **L1.7**

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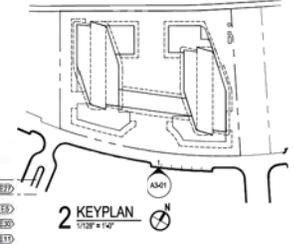
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THE PIER
15030
SHEET
L1.7
RINKA CHUNG ARCHITECTURE INC
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EXPIRES: 09/30/2017

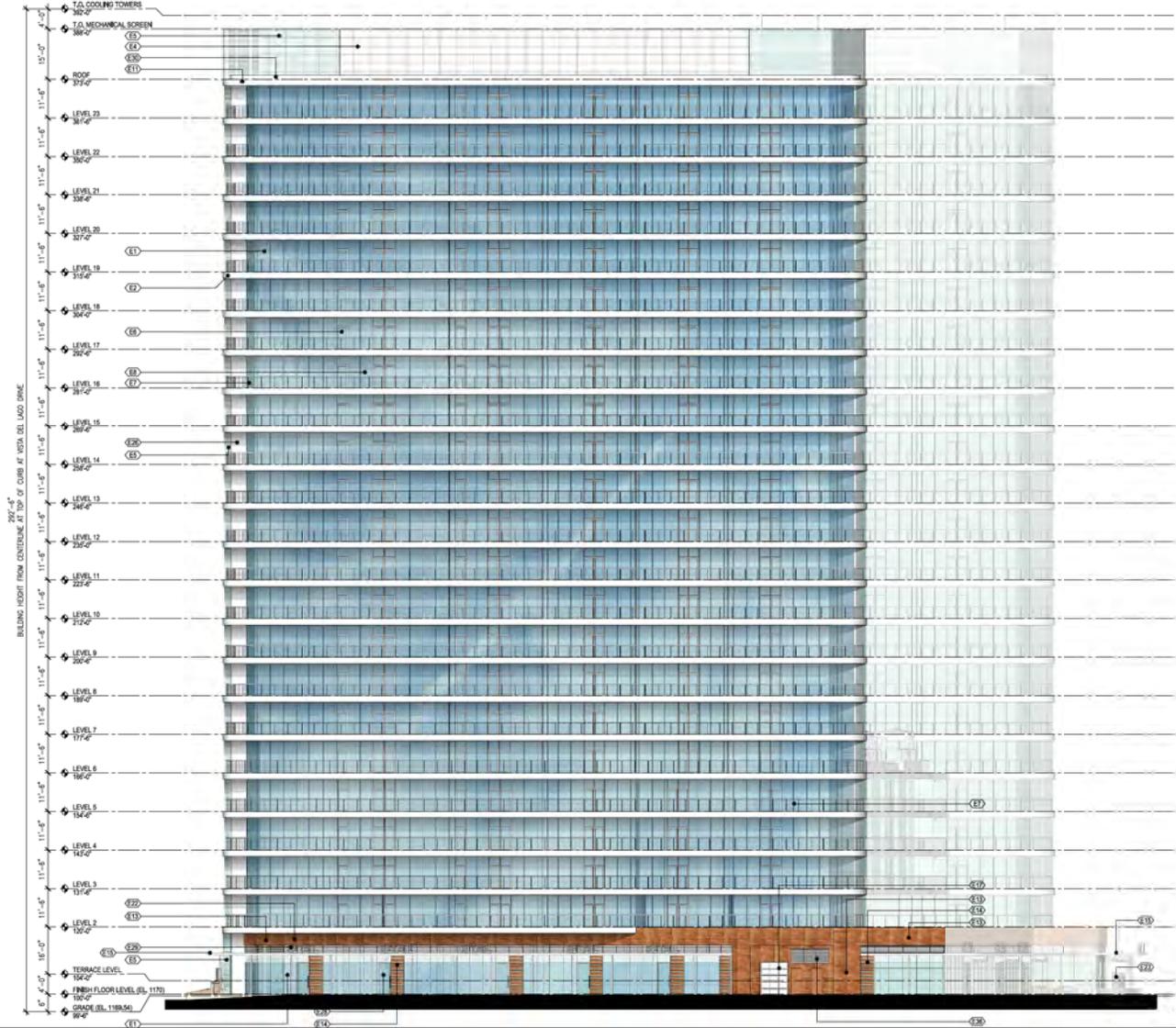
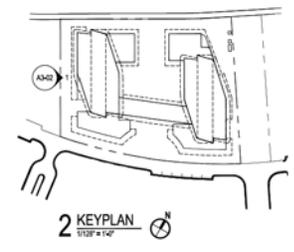
EXTERIOR KEY NOTES:

- E1 WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH LOW-E GLAZING
- E2 PLANTER BOX FACING PANELS (TBD, REFER TO BALCONY SECTION A403 (FINISH COLOR - WHITE))
- E3 SWIMMING POOL, WATERFALL EDGE WITH INTEGRATED ILLUMINATED LETTERING.
- E4 METAL GRATING MECHANICAL SCREEN ON STEEL FRAMING (FINISH: WHITE PAINTED)
- E5 WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH FRITTED GLASS
- E6 FULL-LIFE ALUMINUM SWINGING TERRACE DOOR IN ALUMINUM FRAME WITH FIXED TRANSOM WINDOW ABOVE. (FINISH: CLEAR ANODIZED)
- E7 HORIZONTAL QUADRANT SYSTEM (REFER TO SECTION)
- E8 TRANSLUCENT GLASS BALCONY ENDS WITH LOCKABLE OPERABLE PORTION FOR BALCONY PLANTER BOX MAINTENANCE
- E9 GREEN ROOF
- E10 OPTIONAL ROOFTOP POOL TERRACE
- E11 SLAB EDGE FACING TO MATCH BALCONY PLANTER BOX FACING MATERIAL (FINISH COLOR: WHITE)
- E12 COLORED CAST IN PLACE CONCRETE - COLOR TO MATCH MATERIAL E13
- E13 SANDSTONE WALL PANELS - JOINTING TO ALIGN WITH WINDOW SYSTEM MULLIONS
- E14 SANDSTONE WALL PANELS ON ALUMINUM ATTACHMENT SYSTEM COVER OBSCURE GLAZING. SEE SECTION ON SHEET A403
- E15 STEEL FRAMED CANOPY SYSTEM (FINISH: PAINTED WHITE)
- E16 2" HIGH STONE CAP WITH DRIP EDGE
- E17 ALUMINUM FRAME & POLYCARBONATE OVERHEAD GARAGE DOOR (FINISH: ANODIZED ALUMINUM)
- E18 CAST IN PLACE CONCRETE COLUMN (FINISH: PAINT)
- E19 SANDSTONE CLAD PLANTER BOX WITH STONE CAP.
- E20 TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: POLY PLAN)
- E21 CAST IN PLACE COLORED CONCRETE STEPS / RAMP (FINISH: BROOK COLOR TO RESSEMBLE MATERIAL E13)
- E22 30" HIGH ILLUMINATED RETAIL LETTERING - TBD
- E23 MONUMENT SIGN WITH 4" HIGH ILLUMINATED LETTERING
- E24 STEEL HEADER (FINISH: PAINTED WHITE)
- E25 10x4" HIGH SIDE FOLDING GLASS PARTITIONS (FRAME FINISH: CLEAR ANODIZED ALUMINUM)
- E26 SYNTHETIC STUCCO FINISH SYSTEM
- E27 MECHANICAL COOLING TOWERS
- E28 FULL-LIFE ALUMINUM SWINGING STOREFRONT DOOR IN ALUMINUM WINDOW SYSTEM FRAME. (FINISH: CLEAR ANODIZED)
- E29 EXTERIOR HORIZONTAL LOUVER SYSTEM (FINISH: ANODIZED ALUMINUM)
- E30 ROOF PARAPET TO CONCEAL PV PANELS TO MATCH MATERIAL E2
- E31 BLADE RETAIL SIGN
- E32 FCC & BREATHING AIR REFILL PANEL LOCATION, SEE SHEET F04-01
- E33 EXTERIOR SWAIVE STANDPIPE CONNECTION, SEE SHEET F04-01
- E34 CASABA TYP.
- E35 FRITTED TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: POLY PLAN)
- E36 PROPOSED LOCATION OF GENERATOR EXHAUST LOUVER - (FINISH: ANODIZED ALUMINUM)



EXTERIOR KEY NOTES:

- (E1) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH LOW-E GLAZING
- (E2) PLANTER BOX FACING PANELS (TBD, REFER TO BALCONY SECTION A403 (FINISH COLOR - WHITE))
- (E3) SWIMMING POOL WATERFALL EDGE WITH INTEGRATED ILLUMINATED LETTERING.
- (E4) METAL GRATING MECHANICAL SCREEN ON STEEL FRAMING (FINISH: WHITE PAINTED)
- (E5) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH FRITTED GLASS
- (E6) FULL-GLAZED ALUMINUM TERRACE DOOR IN ALUMINUM FRAME WITH FIXED TRANSOM WINDOW ABOVE. (FINISH: CLEAR ANODIZED)
- (E7) HORIZONTAL GUARDRAIL SYSTEM (REFER TO SECTION)
- (E8) TRANSLUCENT GLASS BALCONY ENCASED WITH LOCKABLE OPERABLE PORTION FOR BALCONY PLANTER BOX MAINTENANCE
- (E9) GREEN ROOF
- (E10) OPTIONAL ROOFTOP POOL, TERRACE
- (E11) SLAB EDGE FACING TO MATCH BALCONY PLANTER BOX FACING MATERIAL (FINISH COLOR: WHITE)
- (E12) COLORED CAST-IN PLACE CONCRETE - COLOR TO MATCH MATERIAL E10
- (E13) SANDSTONE WALL PANELS - JOINTING TO ALIGN WITH WINDOW SYSTEM MULLIONS
- (E14) SANDSTONE WALL PANELS ON ALUMINUM ATTACHMENT SYSTEM COVER OCCURRED GLAZING. SEE SECTION ON SHEET A403.
- (E15) STEEL FRAMED CANOPY SYSTEM (FINISH: PAINTED WHITE)
- (E16) 2" HIGH STONE CAP WITH DRIP EDGE
- (E17) ALUMINUM FRAME & POLYCARBONATE OVERHEAD GARAGE DOOR (FINISH: ANODIZED ALUMINUM)
- (E18) CAST-IN PLACE CONCRETE COLUMN (FINISH: PAINT)
- (E19) SANDSTONE CLAD PLANTER BOX WITH STONE CAP.
- (E20) TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PER PLAN)
- (E21) CAST-IN PLACE COLORED CONCRETE STEPS / RAMP (FINISH: BROOK COLOR TO RESSEMBLE NATURAL E10)
- (E22) 30" HIGH ILLUMINATED RETAIL LETTERING - TBD
- (E23) MONUMENT SIGN WITH 4" HIGH ILLUMINATED LETTERING
- (E24) STEEL HEADER (FINISH: PAINTED WHITE)
- (E25) 10'-0" HIGH SIDE FOLDING GLASS PARTITIONS (FRAME FINISH: CLEAR ANODIZED)
- (E26) SYNTHETIC STUCCO FINISH SYSTEM
- (E27) MECHANICAL COOLING TOWERS
- (E28) FULL-GLAZED ALUMINUM SWINGING STOREFRONT DOOR IN ALUMINUM WINDOW SYSTEM FRAME. (FINISH: CLEAR ANODIZED)
- (E29) EXTERIOR HORIZONTAL LOUVER SYSTEM (FINISH: ANODIZED ALUMINUM)
- (E30) ROOF PARAPET TO CONCEAL PV PANELS TO MATCH MATERIAL E2
- (E31) BLADE RETAIL SIGN
- (E32) FCC & BREATHING AIR RETAIL PANEL LOCATION. SEE SHEET FDA01
- (E33) EXTERIOR SHAWNEE STANDPIPE CONNECTION. SEE SHEET FDA01
- (E34) CABANA TYP.
- (E35) FRITTED TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PER PLAN)
- (E36) PROPOSED LOCATION OF GENERATOR EXHAUST LOUVER. (FINISH: ANODIZED ALUMINUM)



1 WEST ELEVATION - PHASE 2 TOWER
1/8" = 1'-0"

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FORMAL SITE PLAN REVIEW SUBMITTAL

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RCA Project No. 150407.01
Sheet Title

COLOR EXTERIOR ELEVATIONS

Sheet No.

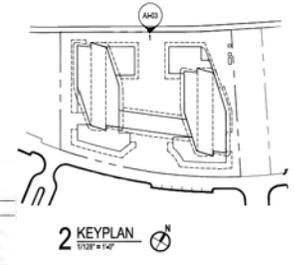
A3-02

LOT 5
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TEMPE ARIZONA, 85281
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Telephone: 480.432.8200

EXTERIOR KEY NOTES:

- (E1) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH LOW-E GLAZING
- (E2) PLANTER BOX FACING PANELS (TBD, REFER TO BALCONY SECTION A403 (FINISH COLOR - WHITE))
- (E3) SWIMMING POOL WATERFALL EDGE WITH INTEGRATED ILLUMINATED LETTERING
- (E4) METAL GRATING MECHANICAL SCREEN ON STEEL FRAMING (FINISH: WHITE PAINT)
- (E5) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH FRITTED GLASS
- (E6) FULL-HEIGHT ALUMINUM SWINGING TERRACE DOOR IN ALUMINUM FRAME WITH FIXED TRANSOM WINDOW ABOVE. (FINISH: CLEAR ANODIZED)
- (E7) HORIZONTAL GLAZING SYSTEM (REFER TO SECTION)
- (E8) TRANSLUCENT GLASS BALCONY ENDESK WITH LOCKABLE OPERABLE PORTION FOR BALCONY PLANTER BOX MAINTENANCE
- (E9) GREEN ROOF
- (E10) OPTIONAL ROOFTOP POOL TERRACE
- (E11) SLAB EDGE FACING TO MATCH BALCONY PLANTER BOX FACING MATERIAL (FINISH COLOR: WHITE)
- (E12) COLORED CAST-IN PLACE CONCRETE - COLOR TO MATCH MATERIAL EYE
- (E13) SANDSTONE WALL PANELS - JOINTING TO ALIGN WITH WINDOW SYSTEM MULLIONS
- (E14) SANDSTONE WALL PANELS ON ALUMINUM ATTACHMENT SYSTEM COVER DRIPPING GLAZING. SEE SECTION ON SHEET A403
- (E15) STEEL FRAMED CANOPY SYSTEM (FINISH: PAINTED WHITE)
- (E16) 2" HIGH STONE CAP WITH DRIP EDGE
- (E17) ALUMINUM FRAME & POLYCARBONATE OVERHEAD GARAGE DOOR (FINISH: ANODIZED ALUMINUM)
- (E18) CAST-IN PLACE CONCRETE COLUMN (FINISH: PAINT)
- (E19) SANDSTONE CLAD PLANTER BOX WITH STONE CAP
- (E20) TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: POLY-PLANE)
- (E21) CAST-IN PLACE COLORED CONCRETE STEPS / RAMP (FINISH: BROOK COLOR TO RESSEMBLE MATERIAL E1)
- (E22) 30" HIGH ILLUMINATED RETAIL LETTERING - TBD
- (E23) MONUMENT SIGN WITH 4" HIGH ILLUMINATED LETTERING
- (E24) STEEL HEADER (FINISH: PAINTED WHITE)
- (E25) 10'-0" HIGH SIDE FOLDING GLASS PARTITIONS (FRAME FINISH: CLEAR ANODIZED)
- (E26) SYNTHETIC STUCCO FINISH SYSTEM
- (E27) MECHANICAL COOLING TOWERS
- (E28) FULL-HEIGHT ALUMINUM SWINGING STOREFRONT DOOR IN ALUMINUM WINDOW SYSTEM FRAME. (FINISH: CLEAR ANODIZED)
- (E29) EXTERIOR HORIZONTAL LOUVER SYSTEM (FINISH: ANODIZED ALUMINUM)
- (E30) ROOF PARAPET TO CONCEAL PV PANELS TO MATCH MATERIAL E2
- (E31) BLADE RETAIL SIGN
- (E32) FCC & BREATHING AIR REFILL PANEL LOCATION. SEE SHEET F0A01
- (E33) EXTERIOR SAWTOOTH STANDPIPE CONNECTION. SEE SHEET F0A01
- (E34) CABANA TYP.
- (E35) FRITTED TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: POLY-PLANE)
- (E36) PROPOSED LOCATION OF GENERATOR EXHAUST LOUVER. (FINISH: ANODIZED ALUMINUM)



CONCEPTUAL - NOT FOR CONSTRUCTION

FORMAL SITE PLAN REVIEW SUBMITTAL

The PIER

RCA Project No. 150407.01
Sheet Title

COLOR EXTERIOR ELEVATIONS

Sheet No.

A3-03

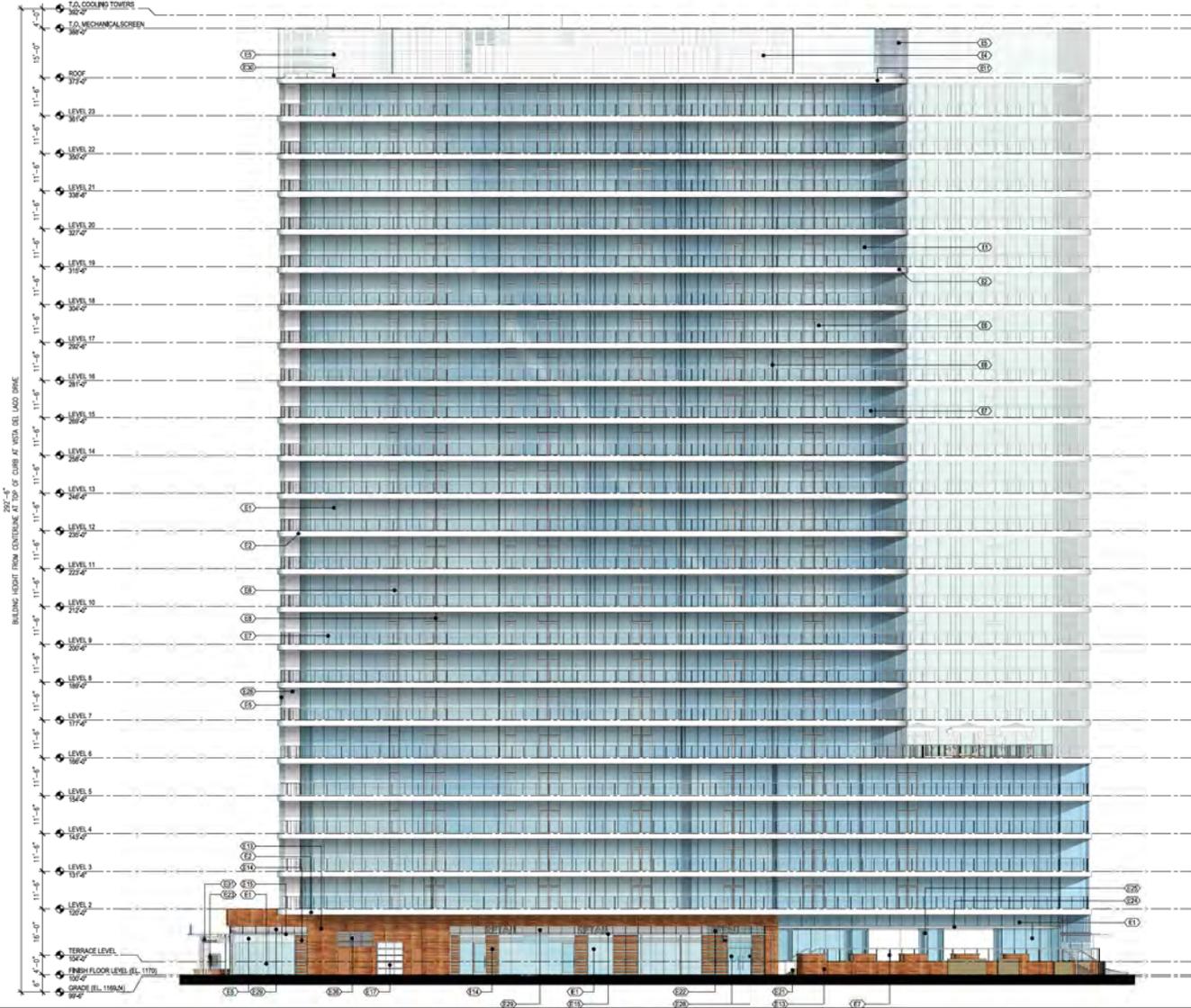
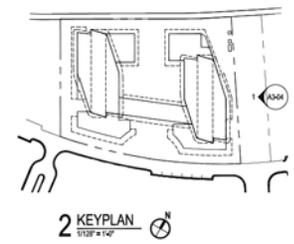
LOT 5
APN: 319-32-019
TEMPE, ARIZONA, 85281
Issue Date: OCTOBER 19, 2015

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EXTERIOR KEY NOTES:

- (E1) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH LOW-E GLAZING
- (E2) PLANTER BOX FACING PANELS (TYP), REFER TO BALCONY SECTION A403 (FINISH COLOR - WHITE)
- (E3) SWIMMING POOL WATERFALL EDGE WITH INTEGRATED ILLUMINATED LETTERING
- (E4) METAL GRATING MECHANICAL SCREEN ON STEEL FRAMING (FINISH: WHITE PAINTED)
- (E5) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH FRITTED GLASS
- (E6) FULL-GLAZED ALUMINUM TERRACE DOOR IN ALUMINUM FRAME WITH FIXED TRANSOM WINDOW ABOVE (FINISH: CLEAR ANODIZED)
- (E7) HORIZONTAL GUARDRAIL SYSTEM (REFER TO SECTION)
- (E8) TRANSLUCENT GLASS BALCONY ENDELS WITH LOCKABLE OPERABLE PORTION FOR BALCONY/PLANTER BOX MAINTENANCE
- (E9) GREEN ROOF
- (E10) OPTIONAL ROOFTOP POOL TERRACE
- (E11) SLAB EDGE FACING TO MATCH BALCONY PLANTER BOX FACING MATERIAL (FINISH COLOR - WHITE)
- (E12) COLORED CAST-IN PLACE CONCRETE - COLOR TO MATCH MATERIAL E10
- (E13) SANDSTONE WALL PANELS - JOINTING TO ALIGN WITH WINDOW SYSTEM MULLIONS
- (E14) SANDSTONE WALL PANELS ON ALUMINUM ATTACHMENT SYSTEM COVER OCCURED GLAZING. SEE SECTION ON SHEET A410
- (E15) STEEL FRAMED CANOPY SYSTEM (FINISH: PAINTED WHITE)
- (E16) 2" HIGH STONE CAP WITH DRIP EDGE
- (E17) ALUMINUM FRAME & POLYCARBONATE OVERHEAD GARAGE DOOR (FINISH: ANODIZED ALUMINUM)
- (E18) CAST-IN PLACE CONCRETE COLUMN (FINISH: PAINT)
- (E19) SANDSTONE CLAD PLANTER BOX WITH STONE CAP
- (E20) TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PER PLAN)
- (E21) CAST-IN PLACE COLORED CONCRETE STEPS / RAMP (FINISH: BROOK COLOR TO RESOLVE ON TYPICAL E10)
- (E22) 30" HIGH ILLUMINATED RETAIL LETTERING - T10
- (E23) MONUMENT SIGN WITH 4" HIGH ILLUMINATED LETTERING
- (E24) STEEL HEADER (FINISH: PAINTED WHITE)
- (E25) 10'-0" HIGH SIDE FOLDING GLASS PARTITIONS (FRAME FINISH: CLEAR ANODIZED ALUMINUM)
- (E26) SYNTHETIC STUCCO FINISH SYSTEM
- (E27) MECHANICAL COOLING TOWERS
- (E28) FULL-GLAZED ALUMINUM SWINGING STOREFRONT DOOR IN ALUMINUM WINDOW SYSTEM FRAME (FINISH: CLEAR ANODIZED)
- (E29) EXTERIOR HORIZONTAL LOUVER SYSTEM (FINISH: ANODIZED ALUMINUM)
- (E30) ROOF PARAPET TO CONCEAL PV PANELS TO MATCH MATERIAL E2
- (E31) BLADE RETAIL SIGN
- (E32) FCC & BREATHING AIR REFILL PANEL LOCATION. SEE SHEET F0A41
- (E33) EXTERIOR SWAGE STANDPIPE CONNECTION. SEE SHEET F0A41
- (E34) CABANA TYP.
- (E35) FRITTED TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PER PLAN)
- (E36) PROPOSED LOCATION OF GENERATOR EXHAUST LOUVER (FINISH: ANODIZED ALUMINUM)



1 EAST ELEVATION - PHASE 1 TOWER
1/8" = 1'-0"

CONCEPTUAL - NOT FOR CONSTRUCTION

FORMAL SITE PLAN REVIEW SUBMITTAL

The PIER

RCA Project No. 150407.01
Sheet Title

COLOR EXTERIOR ELEVATIONS

Sheet No.

A3-04

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TEMPE ARIZONA, 85281
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Sheet No.

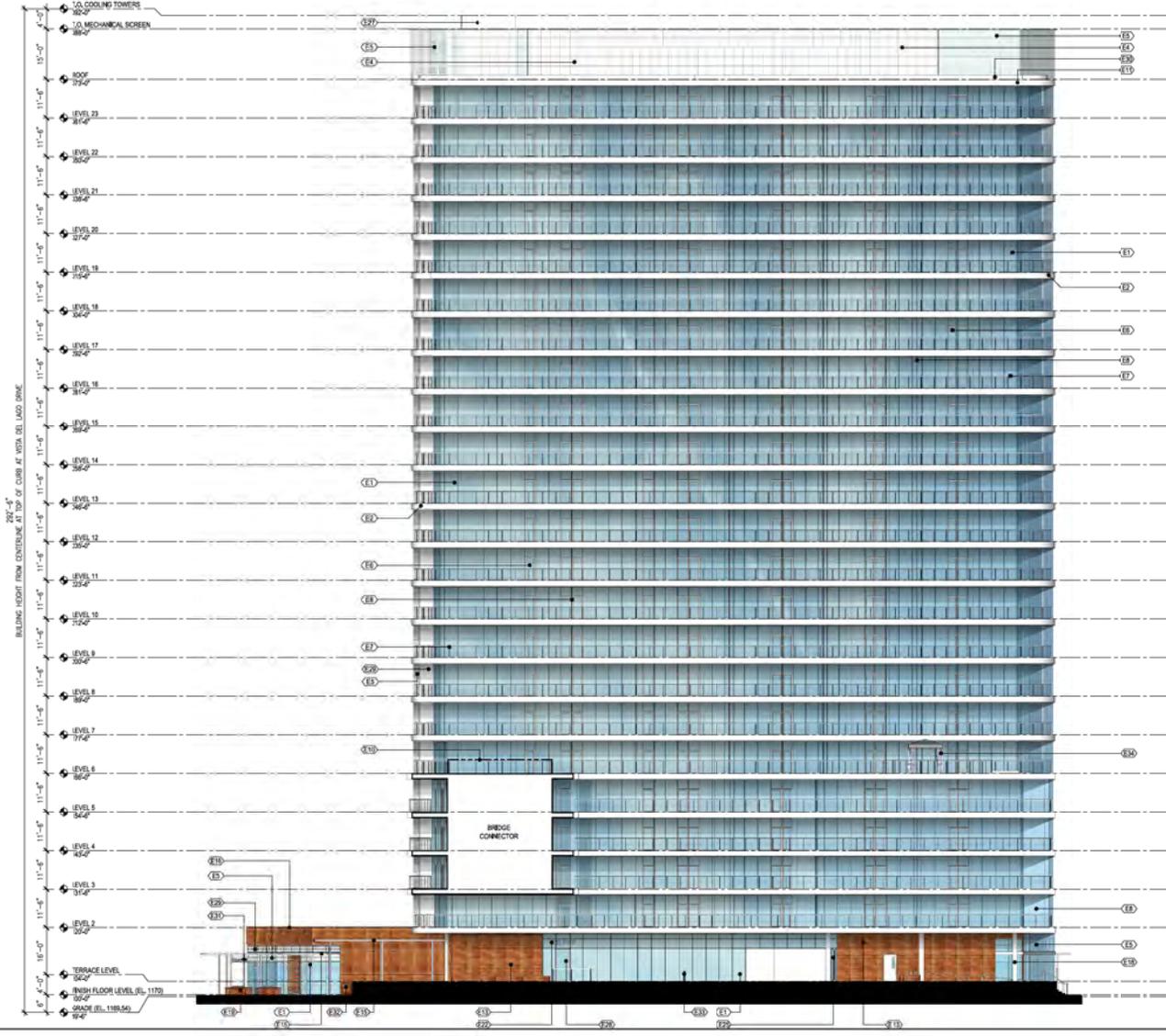
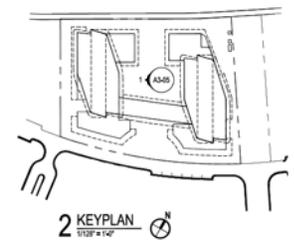
A3-04

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EXTERIOR KEY NOTES:

- (E1) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH LOW-E GLAZING
- (E2) PLANTER BOX FACING PANELS (TDS), REFER TO BALCONY SECTION A403 (FINISH COLOR - WHITE)
- (E3) SWIMMING POOL WATERFALL EDGE WITH INTEGRATED ILLUMINATED LETTERING
- (E4) METAL GRATING MECHANICAL SCREEN ON STEEL FRAMING (FINISH: WHITE PAINTED)
- (E5) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH FRITTED GLASS
- (E6) FULL-LEAF ALUMINUM SWINGING TERRACE DOOR IN ALUMINUM FRAME WITH FIXED TRANSOM WINDOW ABOVE. (FINISH: CLEAR ANODIZED)
- (E7) HORIZONTAL GUARDRAIL SYSTEM (REFER TO SECTIONS)
- (E8) TRAVEL-EDGE GLASS BALCONY ENDESK WITH LOCKABLE OPERABLE PORTION FOR BALCONY PLANTER BOX MAINTENANCE
- (E9) GREEN ROOF
- (E10) OPTIONAL ROOFTOP POOL TERRACE
- (E11) SLAB EDGE FACING TO MATCH BALCONY PLANTER BOX FACING MATERIAL (FINISH COLOR: WHITE)
- (E12) COLORED CAST-IN PLACE CONCRETE - COLOR TO MATCH MATERIALS LIST
- (E13) SANDSTONE WALL PANELS - JOINTING TO ALIGN WITH WINDOW SYSTEM MULLION
- (E14) SANDSTONE WALL PANELS ON ALUMINUM ATTACHMENT SYSTEM COVER DRIVERS GLAZING. SEE SECTION ON SHEET A403
- (E15) STEEL FRAMED CANOPY SYSTEM (FINISH: PAINTED WHITE)
- (E16) 2" HIGH STONE CAP WITH DRIP EDGE
- (E17) ALUMINUM FRAME & POLYCARBONATE OVER-HEAD GARAGE DOOR (FINISH: ANODIZED ALUMINUM)
- (E18) CAST-IN PLACE CONCRETE COLUMN (FINISH: PAINT)
- (E19) SANDSTONE CLAD PLANTER BOX WITH STONE CAP
- (E20) TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PINK PLUM)
- (E21) CAST-IN PLACE COLORED CONCRETE STEPS / RAMP (FINISH: BROOK COLOR TO RESSEMBLE MATERIAL E1)
- (E22) 30" HIGH ILLUMINATED RETAIL LETTERING - T80
- (E23) MONUMENT SIGN WITH 4" HIGH ILLUMINATED LETTERING
- (E24) STEEL HEADER (FINISH: PAINTED WHITE)
- (E25) 10'-0" HIGH SIDE FOLDING GLASS PARTITIONS (FRAME FINISH: CLEAR ANODIZED)
- (E26) SYNTHETIC STUCCO FINISH SYSTEM
- (E27) MECHANICAL COOLING TOWERS
- (E28) FULL-LEAF ALUMINUM SWINGING STOREFRONT DOOR #1 IN ALUMINUM WINDOW SYSTEM FRAME (FINISH: CLEAR ANODIZED)
- (E29) EXTERIOR HORIZONTAL LOUVER SYSTEM (FINISH: ANODIZED ALUMINUM)
- (E30) ROOF PARAPET TO CONCEAL PV PANELS TO MATCH MATERIAL E2
- (E31) BLADE RETAIL SIGN
- (E32) FCC & BREATHING AIR REFILL PANEL LOCATION, SEE SHEET FDA01
- (E33) EXTERIOR SNAKE STANDPIPE CONNECTION, SEE SHEET FDA01
- (E34) CASABA TYP.
- (E35) FRITTED TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PINK PLUM)
- (E36) PROPOSED LOCATION OF GENERATOR EXHAUST LOUVER - (FINISH: ANODIZED ALUMINUM)



1 EAST ELEVATION - PHASE 2 TOWER
1/8" = 1'-0"

CONCEPTUAL - NOT FOR CONSTRUCTION

FORMAL SITE PLAN REVIEW SUBMITTAL

The PIER

RCA Project No. 150407.01
Sheet Title

COLOR EXTERIOR ELEVATIONS

Sheet No.

A3-05

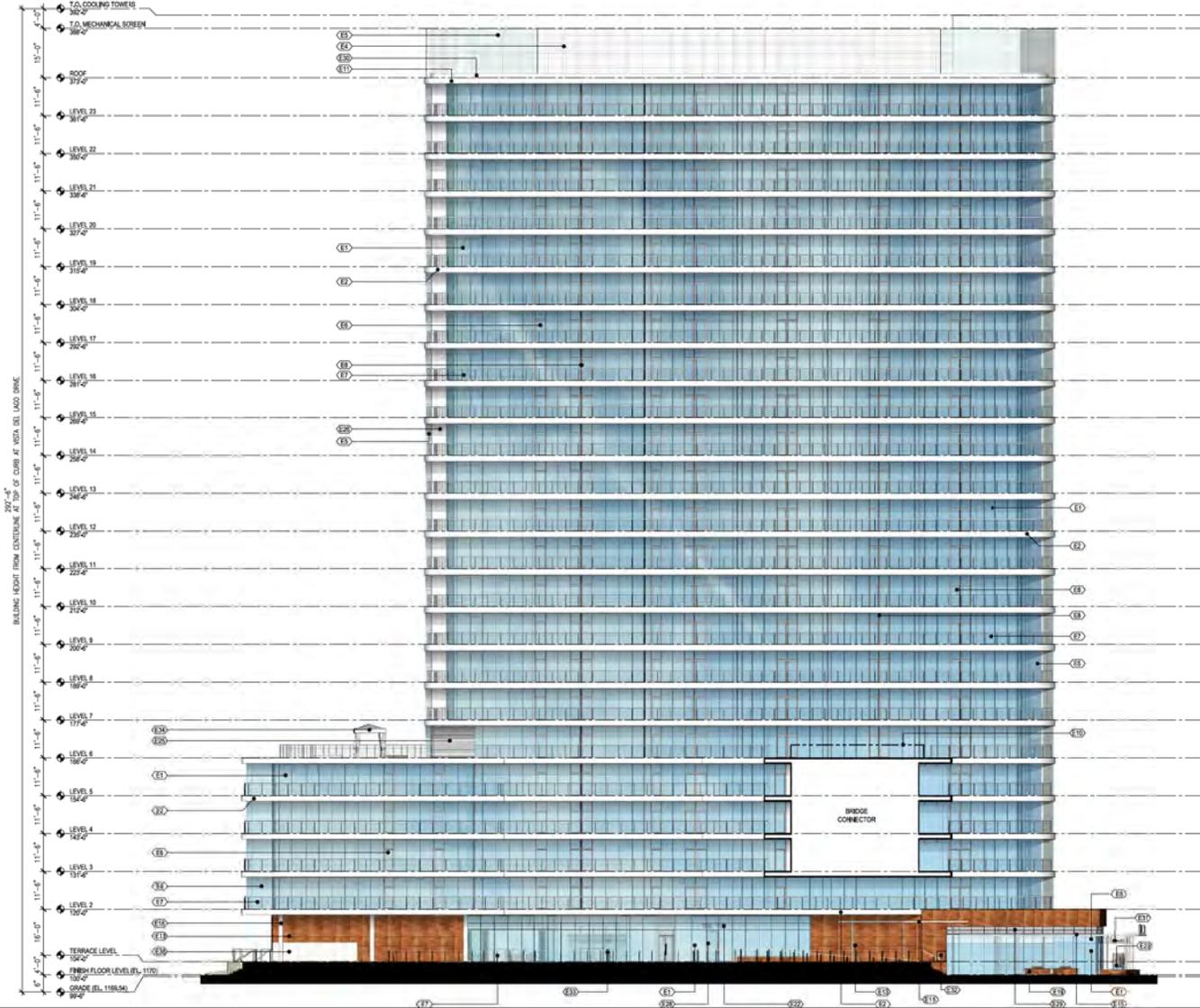
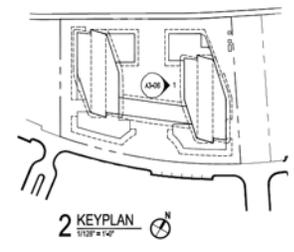
LOT 5
APN: 319-32-019
TEMPE ARIZONA, 85281
Issue Date OCTOBER 19, 2015

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RINKA|CHUNG ARCHITECTURE, INC.

EXTERIOR KEY NOTES:

- (E1) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH LOW-E GLAZING
- (E2) PLANTER BOX FACING PANELS (TDS, REFER TO BALCONY SECTION A403 (FINISH COLOR - WHITE))
- (E3) SWIMMING POOL WATERFALL EDGE WITH INTEGRATED ILLUMINATED LETTERING
- (E4) METAL GRATING MECHANICAL SCREEN ON STEEL FRAMING (FINISH: WHITE PAINT)
- (E5) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH FRITTED GLASS
- (E6) FULL-DEPTH ALUMINUM SWINGING TERRACE DOOR IN ALUMINUM FRAME WITH FIXED TRANSOM WINDOW ABOVE. (FINISH: CLEAR ANODIZED)
- (E7) HORIZONTAL GUARDRAIL SYSTEM (REFER TO SECTION)
- (E8) TRANSLUCENT GLASS BALCONY ENDELS WITH LOCKABLE OPERABLE PORTION FOR BALCONY PLANTER BOX MAINTENANCE
- (E9) GREEN ROOF
- (E10) OPTIONAL ROOFTOP POOL TERRACE
- (E11) SLAB EDGE FACING TO MATCH BALCONY PLANTER BOX FACING MATERIAL (FINISH COLOR: WHITE)
- (E12) COLORED CAST-IN PLACE CONCRETE - COLOR TO MATCH MATERIAL E12
- (E13) SANDSTONE WALL PANELS - JOINTING TO ALIGN WITH WINDOW SYSTEM MULLION
- (E14) SANDSTONE WALL PANELS ON ALUMINUM ATTACHMENT SYSTEM COVER OBSOLETE GLAZING. SEE SECTION ON SHEET A443
- (E15) STEEL FRAMED CANOPY SYSTEM (FINISH: PAINTED WHITE)
- (E16) 2" HIGH STONE CAP WITH DRIP EDGE
- (E17) ALUMINUM FRAME & POLYCARBONATE OVERHEAD GARAGE DOOR (FINISH: ANODIZED ALUMINUM)
- (E18) CAST-IN PLACE CONCRETE COLUMN (FINISH: PAINT)
- (E19) SANDSTONE CLAD PLANTER BOX WITH STONE CAP
- (E20) TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: POLYURETHANE)
- (E21) CAST-IN PLACE COLORED CONCRETE STEPS / RAMP (FINISH: BROOK COLOR TO RESSEMBLE NATURAL E13)
- (E22) 30" HIGH ILLUMINATED RETAIL LETTERING - T190
- (E23) MONUMENT SIGN WITH 2" HIGH ILLUMINATED LETTERING
- (E24) STEEL HEADER (FINISH: PAINTED WHITE)
- (E25) 10'-0" HIGH SIDE FOLDING GLASS PARTITIONS (FRAME FINISH: CLEAR ANODIZED)
- (E26) SYNTHETIC STUCCO FINISH SYSTEM
- (E27) MECHANICAL COOLING TOWERS
- (E28) FULL-DEPTH ALUMINUM SWINGING STOREFRONT DOOR IN ALUMINUM WINDOW SYSTEM FRAME. (FINISH: CLEAR ANODIZED)
- (E29) EXTERIOR HORIZONTAL LOUVER SYSTEM (FINISH: ANODIZED ALUMINUM)
- (E30) ROOF PARAPET TO CONCEAL PV PANELS TO MATCH MATERIAL E2
- (E31) BLADE RETAIL SIGN
- (E32) FCC & BREATHING AIR REFILL PANEL LOCATION. SEE SHEET F0A-01
- (E33) EXTERIOR SERVICE STANDPIPE CONNECTION. SEE SHEET F0A-01
- (E34) CABANA TYP.
- (E35) FRITTED TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: POLYURETHANE)
- (E36) PROPOSED LOCATION OF GENERATOR EXHAUST LOUVER. (FINISH: ANODIZED ALUMINUM)



1 WEST ELEVATION - PHASE 1 TOWER
1/8" = 1'-0"

CONCEPTUAL - NOT FOR CONSTRUCTION

FORMAL SITE PLAN REVIEW SUBMITTAL

The PIER

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Sheet Title

COLOR EXTERIOR ELEVATIONS

Sheet No.

A3-06

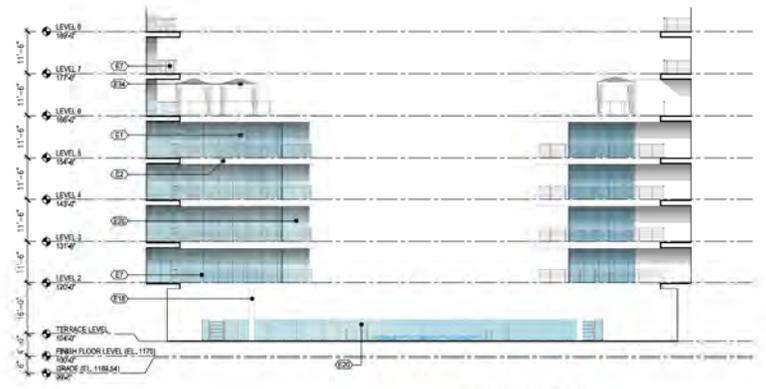
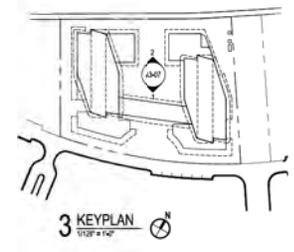
LOT 5
APN: 319-32-019
TEMPE ARIZONA, 85281
Issue Date OCTOBER 19, 2015

RINKA|CHUNG ARCHITECTURE INC.
754 North Hayden Avenue, Suite 100
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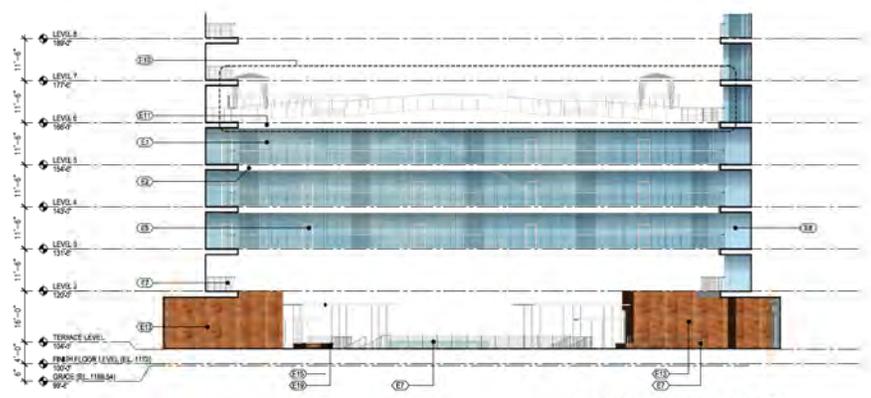
RINKA|CHUNG
RINKA|CHUNG ARCHITECTURE INC.

EXTERIOR KEY NOTES:

- (E1) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH LOW-E GLAZING
- (E2) PLANTER BOX FACING PANELS (TBD, REFER TO BALCONY SECTION A403 (FINISH COLOR - WHITE))
- (E3) SWIMMING POOL WATERFALL EDGE WITH INTEGRATED ILLUMINATED LETTERING
- (E4) METAL GRATING MECHANICAL SCREEN ON STEEL FRAMING (FINISH: WHITE PAINTED)
- (E5) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH FRITTED GLASS
- (E6) FULL-LEAF ALUMINUM SWINGING TERRACE DOOR IN ALUMINUM FRAME WITH FIXED TRANSOM WINDOW ABOVE. (FINISH: CLEAR ANODIZED)
- (E7) HORIZONTAL GUARDRAIL SYSTEM (REFER TO SECTION)
- (E8) TRANSLUCENT GLASS BALCONY ENDESK WITH LOCKABLE OPERABLE PORTION FOR BALCONY/PLANTER BOX MAINTENANCE
- (E9) GREEN ROOF
- (E10) OPTIONAL ROOFTOP POOL TERRACE
- (E11) SLAB EDGE FACING TO MATCH BALCONY PLANTER BOX FACING MATERIAL (FINISH COLOR: WHITE)
- (E12) COLORED CAST IN PLACE CONCRETE - COLOR TO MATCH MATERIAL E13
- (E13) SANDSTONE WALL PANELS - JOINTING TO ALIGN WITH WINDOW SYSTEM MULLIONS
- (E14) SANDSTONE WALL PANELS ON ALUMINUM ATTACHMENT SYSTEM COVER OCCURE GLAZING. SEE SECTION ON SHEET A403
- (E15) STEEL FRAMED CANOPY SYSTEM (FINISH: PAINTED WHITE)
- (E16) 2" HIGH STONE CAP WITH DRIP EDGE
- (E17) ALUMINUM FRAME & POLYCARBONATE OVERHEAD GARAGE DOOR (FINISH: ANODIZED ALUMINUM)
- (E18) CAST IN PLACE CONCRETE COLUMN (FINISH: PAINT)
- (E19) SANDSTONE CLAD PLANTER BOX WITH STONE CAP
- (E20) TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PUR PLAN)
- (E21) CAST IN PLACE COLORED CONCRETE STEPS / RAMP (FINISH: BROOK COLOR TO RESSEMBLE MATERIAL E13)
- (E22) 30" HIGH ILLUMINATED RETAIL LETTERING - TBD
- (E23) MONUMENT SIGN WITH 4" HIGH ILLUMINATED LETTERING
- (E24) STEEL HEADER (FINISH: PAINTED WHITE)
- (E25) 10x2" HIGH SIDE FOLDING GLASS PARTITIONS FRAME (FINISH: CLEAR ANODIZED)
- (E26) SYNTHETIC STUCCO FINISH SYSTEM
- (E27) MECHANICAL COOLING TOWERS
- (E28) FULL-LEAF ALUMINUM SWINGING STOREFRONT DOOR #1 IN ALUMINUM WINDOW SYSTEM FRAME. (FINISH: CLEAR ANODIZED)
- (E29) EXTERIOR HORIZONTAL LOUVER SYSTEM (FINISH: ANODIZED ALUMINUM)
- (E30) ROOF PARAPET TO CONCEAL PV PANELS TO MATCH MATERIAL E2
- (E31) BLAZE RETAIL SIGN
- (E32) FDC & BREATHING AIR REFILL PANEL LOCATION. SEE SHEET F0A41
- (E33) EXTERIOR BARREL STANDPIPE CONNECTION. SEE SHEET F0A41
- (E34) CABINA TTY
- (E35) FRITTED TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PUR PLAN)
- (E36) PROPOSED LOCATION OF GENERATOR EXHAUST LOUVER. (FINISH: ANODIZED ALUMINUM)



2 SOUTH ELEVATION
1/8" = 1'-0"



1 BRIDGE ELEVATION - PHASE 2
1/8" = 1'-0"

CONCEPTUAL - NOT FOR CONSTRUCTION

FORMAL SITE PLAN REVIEW SUBMITTAL

The PIER

RCA Project No. 150407.01
Sheet Title

COLOR EXTERIOR ELEVATIONS

Sheet No.

A3-07

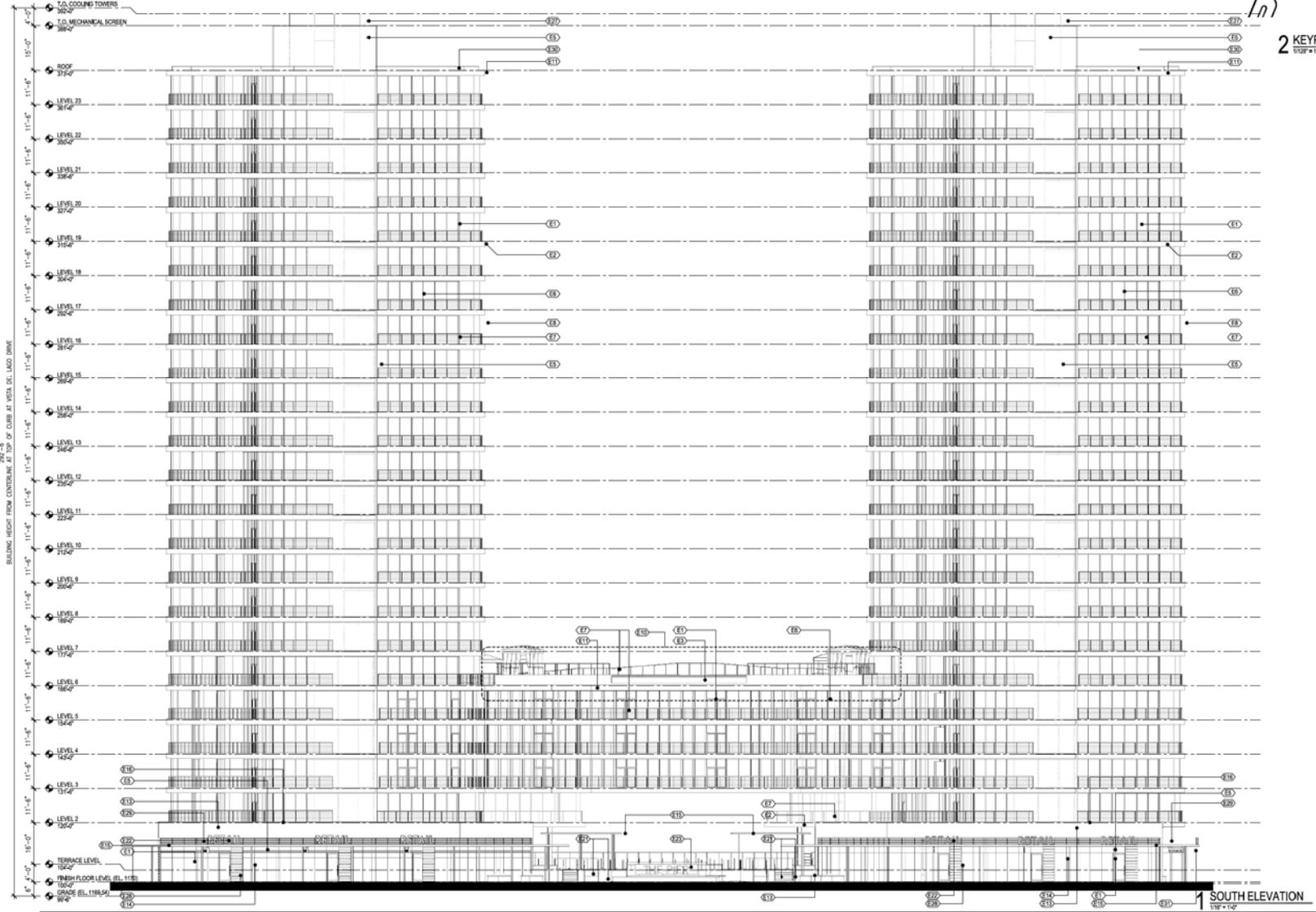
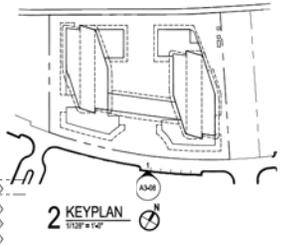
LOT 5
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RINKA|CHUNG
RINKA|CHUNG ARCHITECTURE INC.

EXTERIOR KEY NOTES:

- E1 WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH LOW-E GLAZING
- E2 PLANTER BOX FACING PANELS (T&O, REFER TO BALCONY SECTION A403 (FINISH COLOR - WHITE))
- E3 SWIMMING POOL WATERFALL EDGE WITH INTEGRATED ILLUMINATED LETTERING
- E4 METAL GRATING MECHANICAL SCREEN ON STEEL FRAMING (FINISH: WHITE PAINTED)
- E5 WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH FRITTED GLASS
- E6 FULL-GLAZED ALUMINUM SWINGING TERRACE DOOR IN ALUMINUM FRAME WITH FIXED TRANSOM WINDOW ABOVE. (FINISH: CLEAR ANODIZED)
- E7 HORIZONTAL GUARDRAIL SYSTEM (REFER TO SECTION)
- E8 TRANSLUCENT GLASS BALCONY ENDESK WITH LOCKABLE OPERABLE PORTION FOR BALCONY/PLANTER BOX MAINTENANCE
- E9 GREEN ROOF
- E10 OPTIONAL ROOFTOP POOL TERRACE
- E11 SLAB EDGE FACING TO MATCH BALCONY PLANTER BOX FACING MATERIAL (FINISH COLOR: WHITE)
- E12 COLORED CAST-IN PLACE CONCRETE - COLOR TO MATCH MATERIAL E13
- E13 SANDSTONE WALL PANELS - JOINING TO ALIGN WITH WINDOW SYSTEM MULLIONS
- E14 SANDSTONE WALL PANELS ON ALUMINUM ATTACHMENT SYSTEM COVER OBLIQUE GLAZING. SEE SECTION ON SHEET A410
- E15 STEEL FRAMED CANOPY SYSTEM (FINISH: PAINTED WHITE)
- E16 2" HIGH STONE CAP WITH DRIP EDGE
- E17 ALUMINUM FRAME & POLYCARBONATE OVERHEAD GARAGE DOOR (FINISH: ANODIZED ALUMINUM)
- E18 CAST-IN PLACE CONCRETE COLUMN (FINISH: PAINT)
- E19 SANDSTONE CLAD PLANTER BOX WITH STONE CAP
- E20 TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PER PLAN)
- E21 CAST-IN PLACE COLORED CONCRETE STEPS / RAMP (FINISH: BROOK COLOR TO RESOLVE MATERIAL E13)
- E22 30" HIGH ILLUMINATED RETAIL LETTERING - T&O
- E23 MONUMENT SIGN WITH 4" HIGH ILLUMINATED LETTERING
- E24 STEEL HEADER (FINISH: PAINTED WHITE)
- E25 10'-0" HIGH SIDE FOLDING GLASS PARTITIONS (FRAME FINISH: CLEAR ANODIZED)
- E26 SYNTHETIC STUCCO FINISH SYSTEM
- E27 MECHANICAL COOLING TOWERS
- E28 FULL-GLAZED ALUMINUM SWINGING STOREFRONT DOOR IN ALUMINUM WINDOW SYSTEM FRAME. (FINISH: CLEAR ANODIZED)
- E29 EXTERIOR HORIZONTAL LOUVER SYSTEM (FINISH: ANODIZED ALUMINUM)
- E30 ROOF PARAPET TO CONCEAL PV PANELS TO MATCH MATERIAL E2
- E31 BLADE RETAIL SIGN
- E32 FCC & BREATHING AIR REFILL PANEL LOCATION. SEE SHEET F0A-1
- E33 EXTERIOR SHAMISE STANDPIPE CONNECTION. SEE SHEET F0A-1
- E34 CASANA TYP.
- E35 FRITTED TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PER PLAN)
- E36 PROPOSED LOCATION OF GENERATOR EXHAUST LOUVER - (FINISH: ANODIZED ALUMINUM)



CONCEPTUAL - NOT FOR CONSTRUCTION

FORMAL SITE PLAN REVIEW SUBMITTAL

The PIER

RCA Project No. 150407.01
Sheet Title

**BLACK AND WHITE
EXTERIOR
ELEVATIONS**

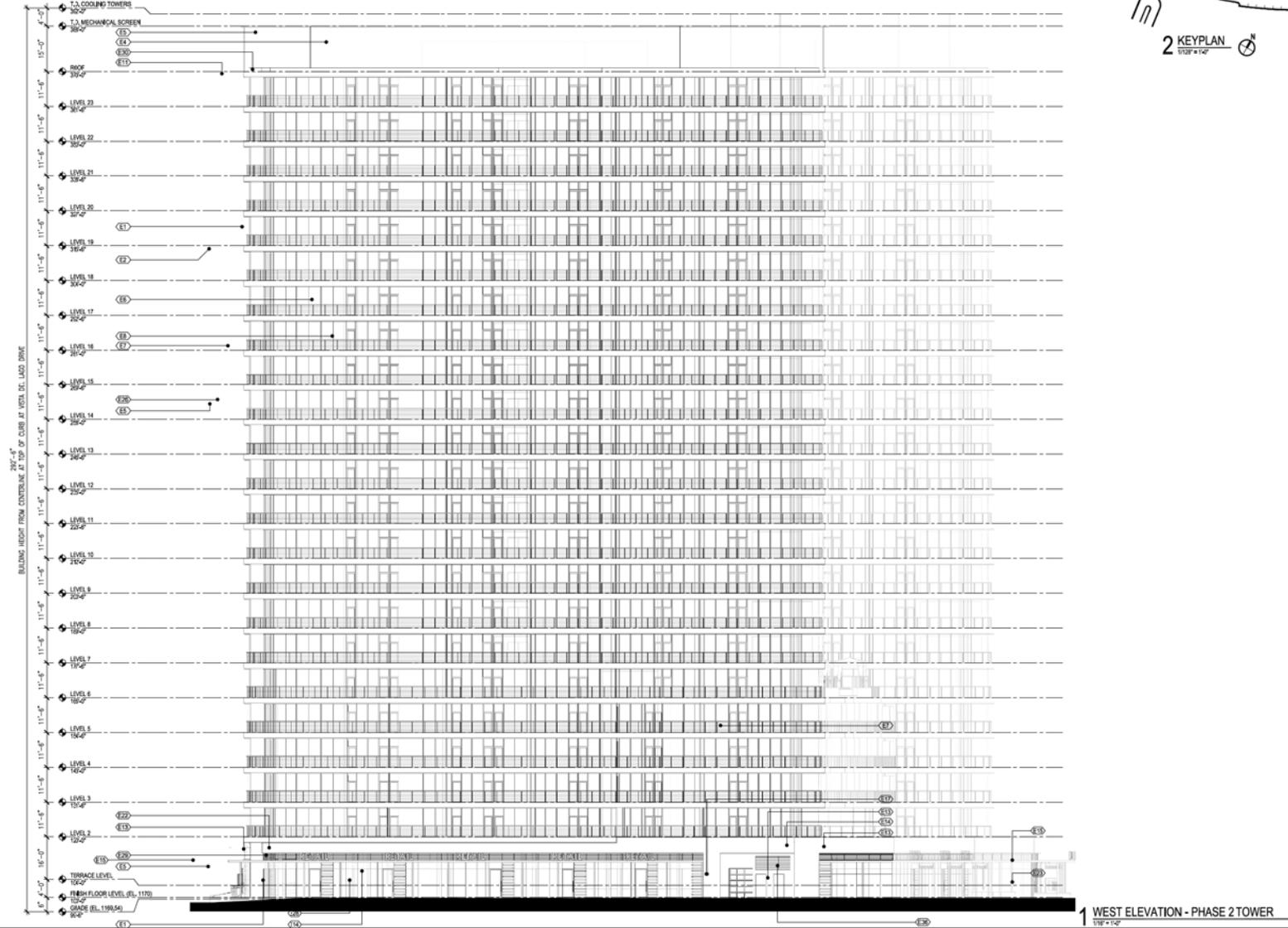
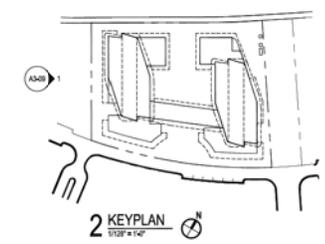
Sheet No. **A3-08**

LOT 5
APN: 319-32-019
TEMPE, ARIZONA, 85281
Issue Date OCTOBER 19, 2015

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EXTERIOR KEY NOTES:

- (E1) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH LOW-E GLAZING
- (E2) PLANTER BOX FACING PANELS (7/8" REF. TO BALCONY SECTION A40) (FINISH COLOR - WHITE)
- (E3) SWIMMING POOL WATERFALL EDGE WITH INTEGRATED ILLUMINATED LETTERING
- (E4) METAL GRATING MECHANICAL SCREEN ON STEEL FRAMING (FINISH: WHITE PAINTED)
- (E5) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH FRITTED GLASS
- (E6) FULL-GLAZED TERRACE DOOR IN ALUMINUM FRAME WITH FIXED TRANSOM WINDOW ABOVE. (FINISH: CLEAR ANODIZED)
- (E7) HORIZONTAL GUARDRAIL SYSTEM (REFER TO SECTIONS)
- (E8) TRANSLUCENT GLASS BALCONY ENDESK WITH LOCKABLE OPERABLE PORTION FOR BALCONY/PLANTER BOX MAINTENANCE
- (E9) GREEN ROOF
- (E10) OPTIONAL ROOFTOP POOL TERRACE
- (E11) SLAB EDGE FACING TO MATCH BALCONY/PLANTER BOX FACING MATERIAL (FINISH COLOR: WHITE)
- (E12) COLORED CAST-IN PLACE CONCRETE - COLOR TO MATCH MATERIAL E10
- (E13) SANDSTONE WALL PANELS - JOINTING TO ALIGN WITH WINDOW SYSTEM MULLIONS
- (E14) SANDSTONE WALL PANELS ON ALUMINUM ATTACHMENT SYSTEM COVER OCCURE GLAZING. SEE SECTION ON SHEET A40.
- (E15) STEEL FRAMED CANOPY SYSTEM (FINISH: PAINTED WHITE)
- (E16) 2" HIGH STONE CAP WITH DRIP EDGE
- (E17) ALUMINUM FRAME & POLYCARBONATE OVERHEAD GARAGE DOOR (FINISH: ANODIZED ALUMINUM)
- (E18) CAST-IN PLACE CONCRETE COLUMN (FINISH: PAINT)
- (E19) SANDSTONE CLAD PLANTER BOX WITH STONE CAP
- (E20) TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PUR PLAIN)
- (E21) CAST-IN PLACE COLORED CONCRETE STEPS / RAMP (FINISH: BROOK COLOR TO RESSEMBLE MATERIAL E10)
- (E22) 30" HIGH ILLUMINATED RETAIL LETTERING - T80
- (E23) MONUMENT SIGN WITH 4" HIGH ILLUMINATED LETTERING
- (E24) STEEL HEADER (FINISH: PAINTED WHITE)
- (E25) 10'-0" HIGH SIDE FOLDING GLASS PARTITIONS (FRAME FINISH: CLEAR ANODIZED)
- (E26) SYNTHETIC STUCCO FINISH SYSTEM
- (E27) MECHANICAL COOLING TOWERS
- (E28) FULL-GLAZED ALUMINUM SWINGING STOREFRONT DOOR #1 IN ALUMINUM WINDOW SYSTEM FRAME. (FINISH: CLEAR ANODIZED)
- (E29) EXTERIOR HORIZONTAL LOUVER SYSTEM (FINISH: ANODIZED ALUMINUM)
- (E30) ROOF PARAPET TO CONCEAL PV PANELS TO MATCH MATERIAL E2
- (E31) BLADE RETAIL SIGN
- (E32) FCC & BREATHING AIR RETAIL PANEL LOCATION. SEE SHEET FDA-01
- (E33) EXTERIOR SWAGGE STANDPIPE CONNECTION. SEE SHEET FDA-01
- (E34) CASANA TYP.
- (E35) FRITTED TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PUR PLAIN)
- (E36) PROPOSED LOCATION OF GENERATOR EXHAUST LOUVER - (FINISH: ANODIZED ALUMINUM)



WEST ELEVATION - PHASE 2 TOWER

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LOT 5
 APN: 319-32-019
 TEMPE, ARIZONA, 85281
 Issue Date: OCTOBER 19, 2015

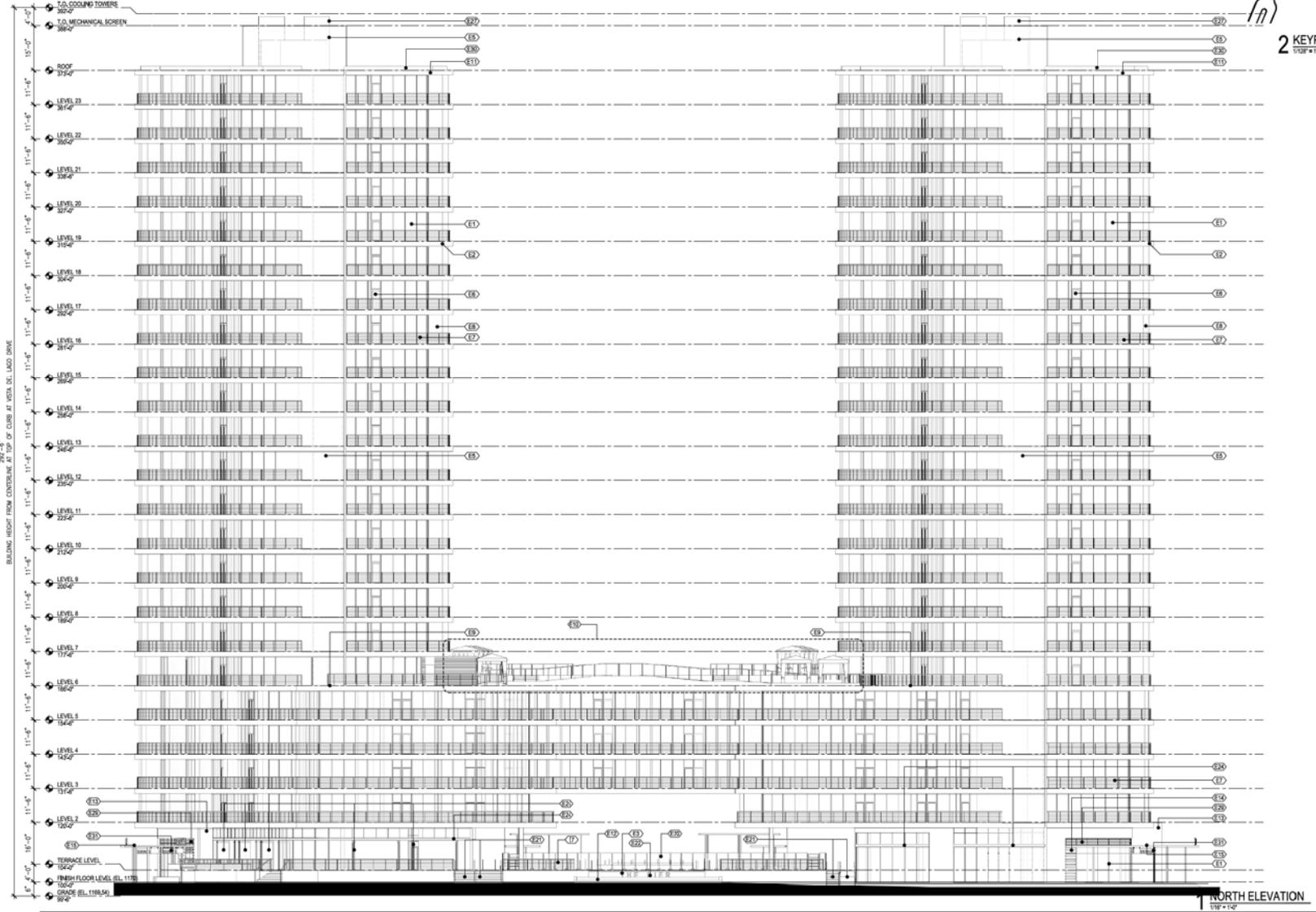
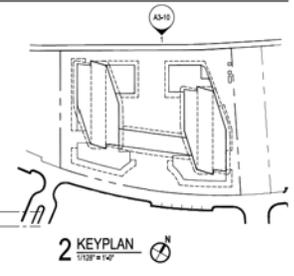
CONCEPTUAL - NOT FOR CONSTRUCTION

RCA Project No. 150407.01
 Sheet Title
**BLACK AND WHITE
 EXTERIOR
 ELEVATIONS**

Sheet No. **A3-09**

EXTERIOR KEY NOTES:

- (E1) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH LOW-E GLAZING
- (E2) PLANTER BOX FACING PANELS (TBD, REFER TO BALCONY SECTION A403 (FINISH COLOR - WHITE))
- (E3) SWIMMING POOL WATERFALL EDGE WITH INTEGRATED ILLUMINATED LETTERING.
- (E4) METAL COATING MECHANICAL SCREEN ON STEEL FRAMING (FINISH: WHITE PAINTED)
- (E5) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH FRITTED GLASS
- (E6) FULL-LEAF ALUMINUM SWINGING TERRACE DOOR IN ALUMINUM FRAME WITH FIXED TRANSOM WINDOW ABOVE. (FINISH: CLEAR ANODIZED)
- (E7) HORIZONTAL GUARDRAIL SYSTEM (REFER TO SECTION)
- (E8) TRANSLUCENT GLASS BALCONY ENDELS WITH LOCKABLE OPERABLE PORTION FOR BALCONY PLANTER BOX MAINTENANCE
- (E9) GREEN ROOF
- (E10) OPTIONAL ROOFTOP POOL TERRACE
- (E11) SLAB EDGE FACING TO MATCH BALCONY PLANTER BOX FACING MATERIAL (FINISH COLOR: WHITE)
- (E12) COLORED CAST-IN PLACE CONCRETE - COLOR TO MATCH MATERIAL E13
- (E13) SANDSTONE WALL PANELS - JOINTING TO ALIGN WITH WINDOW SYSTEM MULLIONS
- (E14) SANDSTONE WALL PANELS ON ALUMINUM ATTACHMENT SYSTEM COVER OCCURE GLAZING. SEE SECTION ON SHEET A403.
- (E15) STEEL FRAMED CANOPY SYSTEM (FINISH: PAINTED WHITE)
- (E16) 2" HIGH STONE CAP WITH DRIP EDGE
- (E17) ALUMINUM FRAME & POLYCARBONATE OVERHEAD GARAGE DOOR (FINISH: ANODIZED ALUMINUM)
- (E18) CAST-IN PLACE CONCRETE COLUMN (FINISH: PAINT)
- (E19) SANDSTONE CLAD PLANTER BOX WITH STONE CAP.
- (E20) TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PUR PLAIN)
- (E21) CAST-IN PLACE COLORED CONCRETE STEPS / RAMP (FINISH: BROOK COLOR TO RESSEMBLE MATERIAL E13)
- (E22) 30" HIGH ILLUMINATED RETAIL LETTERING - TBD
- (E23) MONUMENT SIGN WITH 4" HIGH ILLUMINATED LETTERING
- (E24) STEEL HEADER (FINISH: PAINTED WHITE)
- (E25) 10'-0" HIGH SIDE FOLDING GLASS PARTITIONS (FRAME FINISH: CLEAR ANODIZED)
- (E26) SYNTHETIC STUCCO FINISH SYSTEM
- (E27) MECHANICAL COOLING TOWERS
- (E28) FULL-LEAF ALUMINUM SWINGING STOREFRONT DOOR IN ALUMINUM WINDOW SYSTEM FRAME. (FINISH: CLEAR ANODIZED)
- (E29) EXTERIOR HORIZONTAL LOUVER SYSTEM (FINISH: ANODIZED ALUMINUM)
- (E30) ROOF PARAPET TO CONCEAL PV PANELS TO MATCH MATERIAL E2
- (E31) BLADE RETAIL SIGN
- (E32) FCC & BREATHING AIR REFILL PANEL LOCATION, SEE SHEET FDA-1
- (E33) EXTERIOR SWAGEE STANDPIPE CONNECTION, SEE SHEET FDA-1
- (E34) CASANA TYP.
- (E35) FRITTED TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PUR PLAIN)
- (E36) PROPOSED LOCATION OF GENERATOR EXHAUST LOUVER - (FINISH: ANODIZED ALUMINUM)



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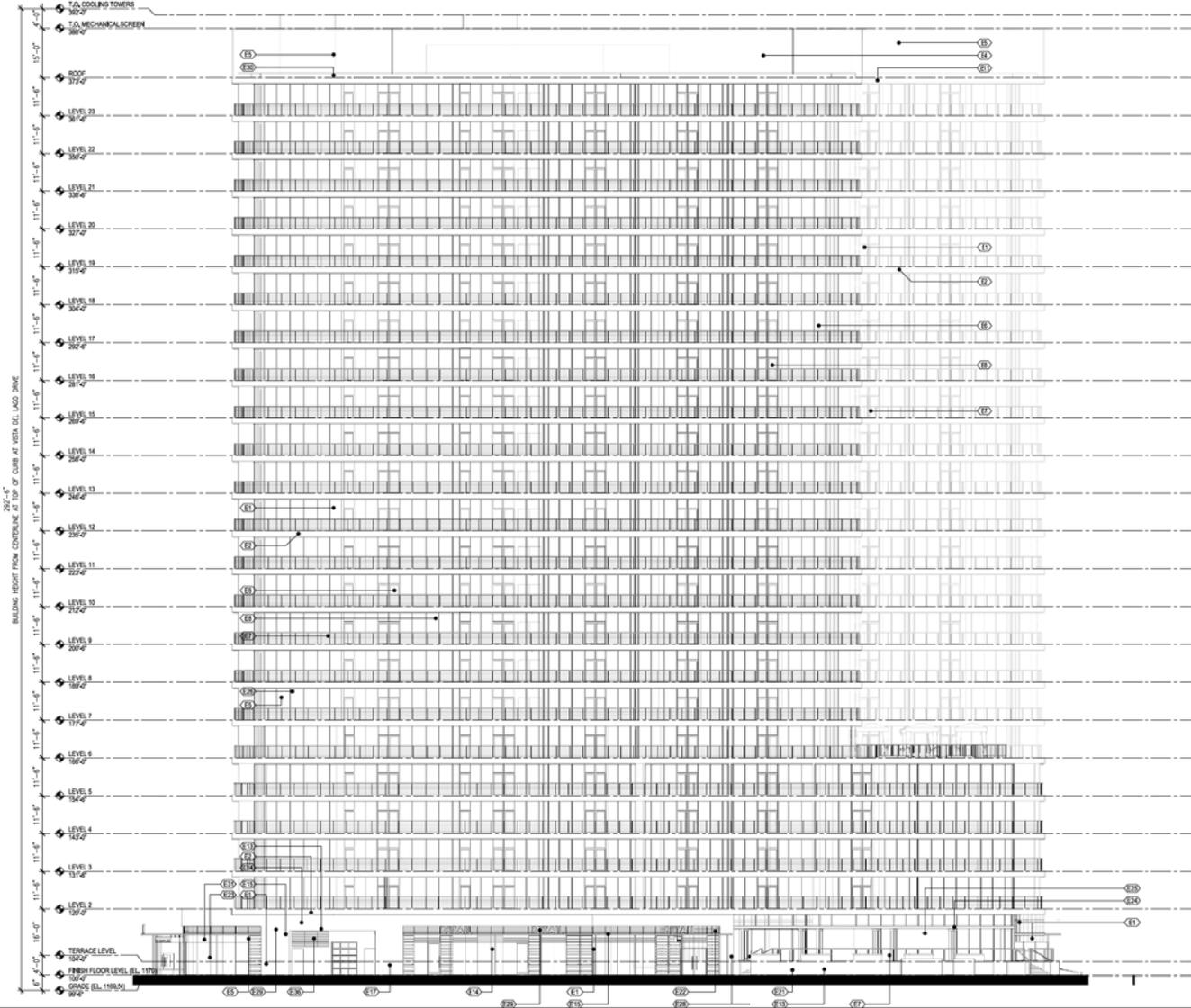
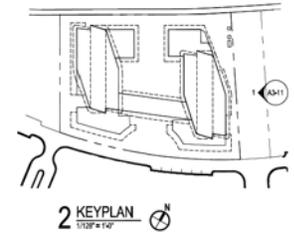
The PIER
 LOT 5
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 TEMPE, ARIZONA, 85281
 Issue Date: OCTOBER 19, 2015

RCA Project No. 150407.01
 Sheet Title
**BLACK AND WHITE
 EXTERIOR
 ELEVATIONS**

Sheet No. **A3-10**

EXTERIOR KEY NOTES:

- (E1) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH LOW GLAZING
- (E2) PLANTER BOX FACING PANELS (TDS), REFER TO BALCONY SECTION A403 (FINISH COLOR - WHITE)
- (E3) SWIMMING POOL WATERFALL EDGE WITH INTEGRATED ILLUMINATED LETTERING
- (E4) METAL SKATING MECHANICAL SCREEN ON STEEL FRAMING (FINISH: WHITE PAINTED)
- (E5) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH FRITTED GLASS
- (E6) FULL-GLASS ALUMINUM SWINGING TERRACE DOOR IN ALUMINUM FRAME WITH FIXED TRANSOM WINDOW ABOVE. (FINISH: CLEAR ANODIZED)
- (E7) HORIZONTAL CURTAIN SYSTEM (REFER TO SECTION)
- (E8) TRANSLUCENT GLASS BALCONY ENDELS WITH LOCKABLE OPERABLE PORTION FOR BALCONY PLANTER BOX MAINTENANCE
- (E9) GREEN ROOF
- (E10) OPTIONAL ROOFTOP POOL TERRACE
- (E11) SLAB EDGE FACING TO MATCH BALCONY PLANTER BOX FACING MATERIAL (FINISH COLOR: WHITE)
- (E12) COLORED CAST IN PLACE CONCRETE - COLOR TO MATCH MATERIAL E10
- (E13) SANDSTONE WALL PANELS - JOINING TO ALIGN WITH WINDOW SYSTEM MULLIONS
- (E14) SANDSTONE WALL PANELS ON ALUMINUM ATTACHMENT SYSTEM COVER OCCUREGULAR. SEE SECTION ON SHEET A443
- (E15) STEEL FRAMED CANOPY SYSTEM (FINISH: PAINTED WHITE)
- (E16) 2" HIGH STONE CAP WITH DRIP EDGE
- (E17) ALUMINUM FRAME & POLYCARBONATE OVERHEAD GARAGE DOOR (FINISH: ANODIZED ALUMINUM)
- (E18) CAST IN PLACE CONCRETE COLUMN (FINISH: PAINT)
- (E19) SANDSTONE CLAD PLANTER BOX WITH STONE CAP
- (E20) TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PER PLAN)
- (E21) CAST IN PLACE COLORED CONCRETE STEPS / RAMP (FINISH: BROOK COLOR TO RESSEMBLE MATERIAL E10)
- (E22) 30" HIGH ILLUMINATED RETAIL LETTERING - TBD
- (E23) MONUMENT SIGN WITH 4" HIGH ILLUMINATED LETTERING
- (E24) STEEL HEADER (FINISH: PAINTED WHITE)
- (E25) 10'-0" HIGH SIDE FOLDING GLASS PARTITIONS (FRAME FINISH: CLEAR ANODIZED)
- (E26) SYNTHETIC STUCCO FINISH SYSTEM
- (E27) MECHANICAL COOLING TOWERS
- (E28) FULL-GLASS ALUMINUM SWINGING STOREFRONT DOOR IN ALUMINUM WINDOW SYSTEM FRAME. (FINISH: CLEAR ANODIZED)
- (E29) EXTERIOR HORIZONTAL LOUVER SYSTEM (FINISH: ANODIZED ALUMINUM)
- (E30) ROOF PARAPET TO CONCEAL PV PANELS TO MATCH MATERIAL E2
- (E31) BLADE RETAIL SIGN
- (E32) FCC & BREATHING AIR RETAIL PANEL LOCATION, SEE SHEET FDA-01
- (E33) EXTERIOR SWAGEE STANDPIPE CONNECTION, SEE SHEET FDA-01
- (E34) CABANA TYP.
- (E35) FRITTED TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PER PLAN)
- (E36) PROPOSED LOCATION OF GENERATOR EXHAUST LOUVER - (FINISH: ANODIZED ALUMINUM)



1 EAST ELEVATION - PHASE 1 TOWER
1/8" = 1'-0"

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RCA Project No. 150407.01
Sheet Title

**BLACK AND WHITE
EXTERIOR
ELEVATIONS**

Sheet No.

A3-11

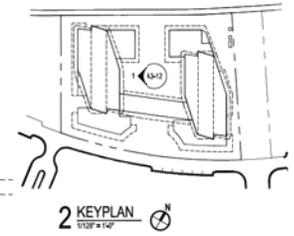
LOT 5
APN: 319-32-019
TEMPE ARIZONA, 85281
Issue Date OCTOBER 19, 2015

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EXTERIOR KEY NOTES:

- (E1) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH LOW-G GLAZING
- (E2) PLANTER BOX FACING PANELS (TBO, REFER TO BALCONY SECTION A40) (FINISH COLOR - WHITE)
- (E3) SWIMMING POOL WATERFALL EDGE WITH INTEGRATED ILLUMINATED LETTERING.
- (E4) METAL GRATING MECHANICAL SCREEN ON STEEL FRAMING (FINISH: WHITE PAINTED)
- (E5) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH FRITTED GLASS
- (E6) FULL-GLAZED ALUMINUM SWINGING TERRACE DOOR IN ALUMINUM FRAME WITH FIXED TRANSOM WINDOW ABOVE. (FINISH: CLEAR ANODIZED)
- (E7) HORIZONTAL GUARDRAIL SYSTEM (REFER TO SECTION)
- (E8) TRANSLUCENT GLASS BALCONY ENDESK WITH LOCKABLE OPERABLE PORTION FOR BALCONY PLANTER BOX MAINTENANCE
- (E9) GREEN ROOF
- (E10) OPTIONAL ROOFTOP POOL TERRACE
- (E11) SLAB EDGE FACING TO MATCH BALCONY PLANTER BOX FACING MATERIAL (FINISH COLOR: WHITE)
- (E12) COLORED CAST IN PLACE CONCRETE - COLOR TO MATCH MATERIAL E10
- (E13) SANDSTONE WALL PANELS - JOINING TO ALIGN WITH WINDOW SYSTEM MULLIONS
- (E14) SANDSTONE WALL PANELS ON ALUMINUM ATTACHMENT SYSTEM COVER OCCURRENCE PANEL. SEE SECTION ON SHEET A40.
- (E15) STEEL FRAMED CANOPY SYSTEM. (FINISH: PAINTED WHITE)
- (E16) 2" HIGH STONE CAP WITH DRIP EDGE
- (E17) ALUMINUM FRAME & POLYCARBONATE OVERHEAD GARAGE DOOR (FINISH: ANODIZED ALUMINUM)
- (E18) CAST IN PLACE CONCRETE COLUMN (FINISH: PAINT)
- (E19) SANDSTONE CLAD PLANTER BOX WITH STONE CAP.
- (E20) TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PER PLAN)
- (E21) CAST IN PLACE COLORED CONCRETE STEPS / RAMP (FINISH: BROOM COLOR TO RESSEMBLE MATERIAL E10)
- (E22) 30" HIGH ILLUMINATED METAL LETTERING - TBO
- (E23) MONUMENT SIGN WITH 4" HIGH ILLUMINATED LETTERING
- (E24) STEEL HEADER (FINISH: PAINTED WHITE)
- (E25) 10'-0" HIGH SIDE FOLDING GLASS PARTITIONS (FRAME FINISH: CLEAR ANODIZED)
- (E26) SYNTHETIC STUCCO FINISH SYSTEM
- (E27) MECHANICAL COOLING TOWERS
- (E28) FULL-GLAZED ALUMINUM SWINGING STOREFRONT DOOR IN ALUMINUM WINDOW SYSTEM FRAME. (FINISH: CLEAR ANODIZED)
- (E29) EXTERIOR HORIZONTAL LOUVER SYSTEM (FINISH: ANODIZED ALUMINUM)
- (E30) ROOF PARAPET TO CONCEAL PV PANELS TO MATCH MATERIAL E2
- (E31) BLADE RETAIL SIGN
- (E32) FCC & BREATHING AIR RETELL PANEL LOCATION, SEE SHEET FDA-1
- (E33) EXTERIOR SWAGGE STANDPIPE CONNECTION, SEE SHEET FDA-1
- (E34) CABANA TYP.
- (E35) FRITTED TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PER PLAN)
- (E36) PROPOSED LOCATION OF GENERATOR EXHAUST LOUVER - (FINISH: ANODIZED ALUMINUM)



1 EAST ELEVATION - PHASE 2 TOWER
1/8\"/>

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The PIER

RCA Project No. 150407.01
Sheet Title

**BLACK AND WHITE
EXTERIOR
ELEVATIONS**

Sheet No.

A3-12

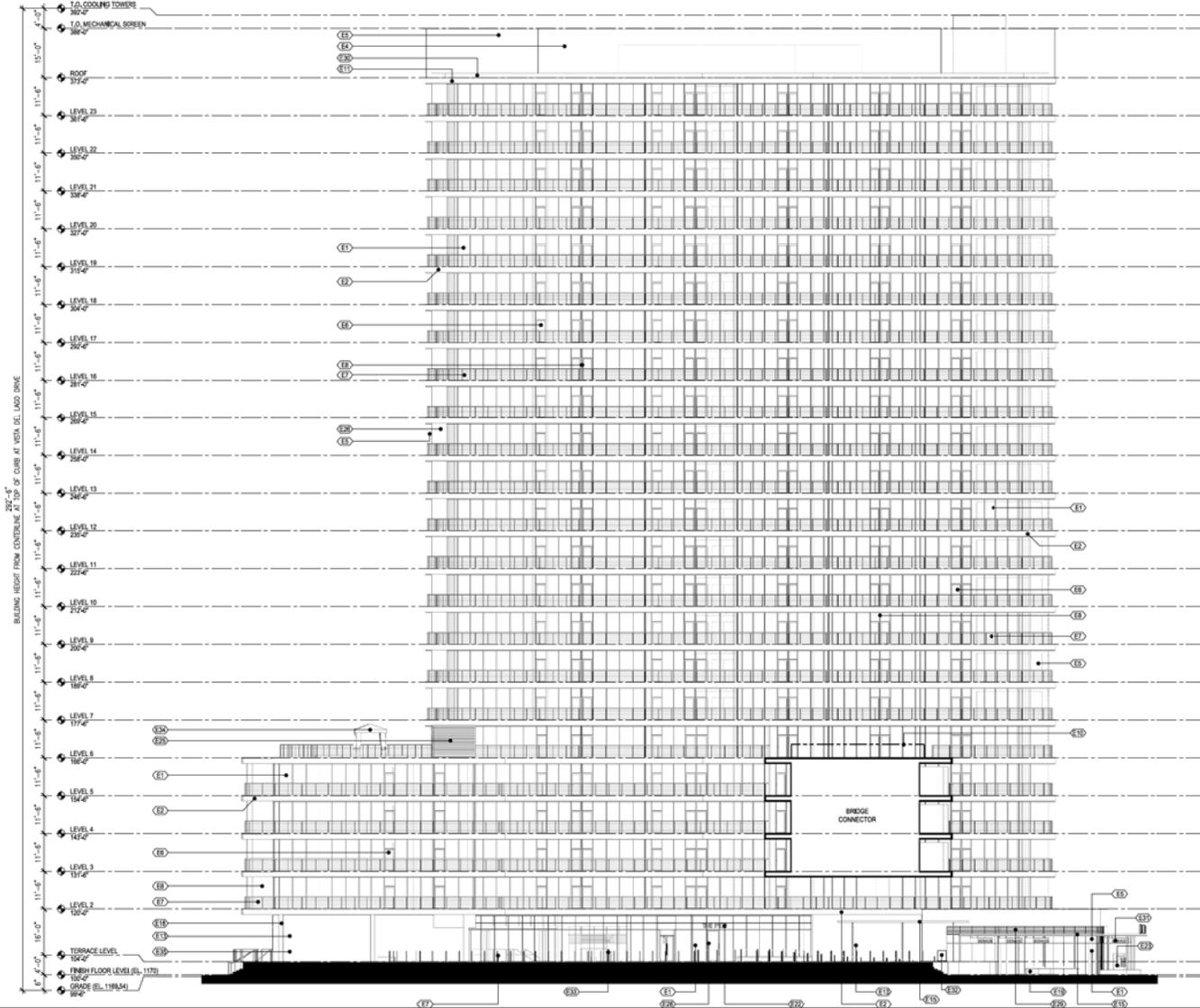
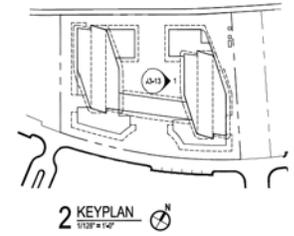
LOT 5
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EXTERIOR KEY NOTES:

- (E1) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH LOW-E GLAZING
- (E2) PLANTER BOX FACING PANELS (TPO, REFER TO BALCONY SECTION A40) (FINISH COLOR - WHITE)
- (E3) SWIMMING POOL WATERFALL EDGE WITH INTEGRATED ILLUMINATED LETTERING.
- (E4) METAL COATING MECHANICAL SCREEN ON STEEL FRAMING (FINISH: WHITE PAINTS)
- (E5) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH FRITTED GLASS
- (E6) FULL-GLAZED ALUMINUM TERRACE DOOR IN ALUMINUM FRAME WITH FRID TRANSOM WINDOW ABOVE. (FINISH: CLEAR ANODIZED)
- (E7) HORIZONTAL QUARZAL SYSTEM (REFER TO SECTION)
- (E8) TRANSLUCENT GLASS BALCONY ENCLOSURE WITH LOCKABLE OPERABLE PORTION FOR BALCONY PLANTER BOX MAINTENANCE
- (E9) GREEN ROOF
- (E10) OPTIONAL ROOFTOP POOL TERRACE
- (E11) SLAB EDGE FACING TO MATCH BALCONY PLANTER BOX FACING MATERIAL (FINISH COLOR: WHITE)
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- (E18) CAST IN PLACE CONCRETE COLUMN (FINISH: PAINT)
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- (E20) TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PUR PLAN)
- (E21) CAST IN PLACE COLORED CONCRETE STEPS / RAMP (FINISH: BROOK COLOR TO RESEMBLE MATERIAL E13)
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- (E26) SYNTHETIC STUCCO FINISH SYSTEM
- (E27) MECHANICAL COOLING TOWERS
- (E28) FULL-GLAZED ALUMINUM SWINGING STOREFRONT DOOR #1 ALUMINUM WINDOW SYSTEM FRAME. (FINISH: CLEAR ANODIZED)
- (E29) EXTERIOR HORIZONTAL LOUVER SYSTEM (FINISH: ANODIZED ALUMINUM)
- (E30) ROOF PARAPET TO CONCEAL PV PANELS TO MATCH MATERIAL E2
- (E31) BLADE RETAIL SIGN
- (E32) FCC & BREATHING AIR REFILL PANEL LOCATION. SEE SHEET F0A-1
- (E33) EXTERIOR SHAWEE STANDPIPE CONNECTION. SEE SHEET F0A-1
- (E34) CABANA TYP.
- (E35) FRITTED TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PUR PLAN)
- (E36) PROPOSED LOCATION OF GENERATOR EXHAUST LOUVER - (FINISH: ANODIZED ALUMINUM)



1 WEST ELEVATION - PHASE 1 TOWER
1/8" = 1'-0"

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LOT 5
 APN: 3132-32-019
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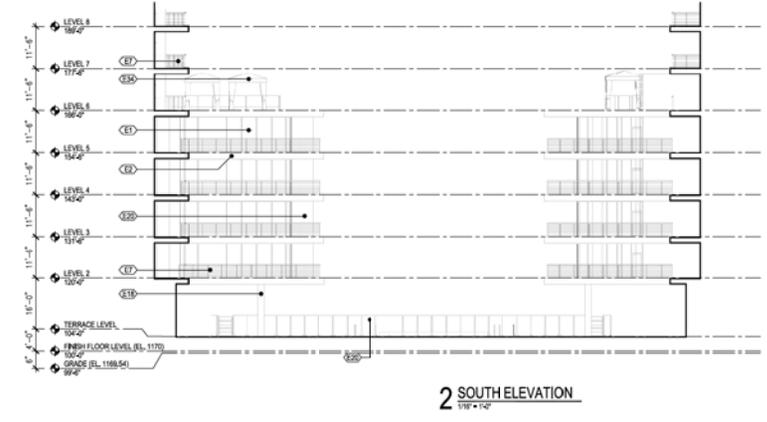
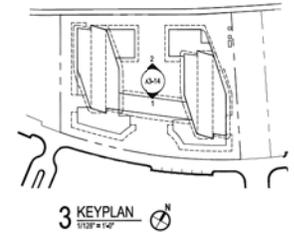
CONCEPTUAL - NOT FOR CONSTRUCTION

RCA Project No. 150407.01
 Sheet Title
**BLACK AND WHITE
 EXTERIOR
 ELEVATIONS**

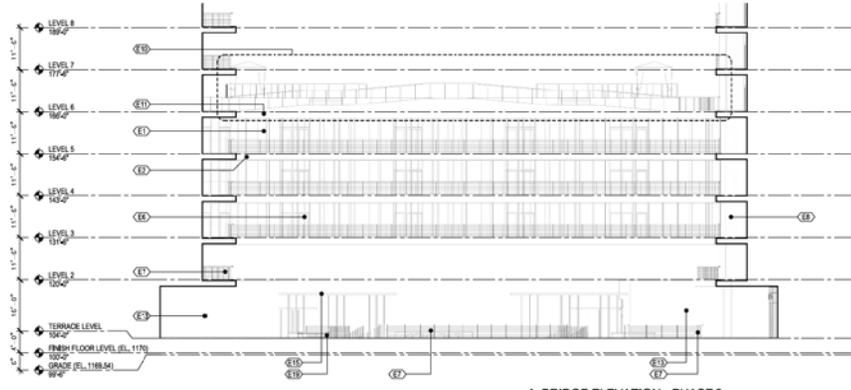
Sheet No. **A3-13**

EXTERIOR KEY NOTES:

- (E1) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH LOW-E GLAZING
- (E2) PLANTER BOX FACING PANELS (TBD, REFER TO BALCONY SECTION A403 (FINISH COLOR - WHITE))
- (E3) SWIMMING POOL WATERFALL EDGE WITH INTEGRATED ILLUMINATED LETTERING.
- (E4) METAL COATING MECHANICAL SCREEN ON STEEL FRAMING (FINISH: WHITE PAINTED)
- (E5) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH FRITTED GLASS
- (E6) FULL-GLUE ALUMINUM SWINGING TERRACE DOOR IN ALUMINUM FRAME WITH FRID TRANSOM WINDOW ABOVE. (FINISH: CLEAR ANODIZED)
- (E7) HORIZONTAL GUARDRAIL SYSTEM (REFER TO SECTION)
- (E8) TRANSLUCENT GLASS BALCONY SCREEN WITH LOCKABLE OPERABLE PORTION FOR BALCONY PLANTER BOX MAINTENANCE
- (E9) GREEN ROOF
- (E10) OPTIONAL ROOFTOP POOL TERRACE
- (E11) SLAB EDGE FACING TO MATCH BALCONY PLANTER BOX FACING MATERIAL (FINISH COLOR: WHITE)
- (E12) COLORED CAST IN PLACE CONCRETE - COLOR TO MATCH MATERIAL E13
- (E13) SANDSTONE WALL PANELS - JOINTING TO ALIGN WITH WINDOW SYSTEM MULLIONS
- (E14) SANDSTONE WALL PANELS ON ALUMINUM ATTACHMENT SYSTEM COVER OCCURE CLASHING. SEE SECTION ON SHEET A403.
- (E15) STEEL FRAMED CANOPY SYSTEM. (FINISH: PAINTED WHITE)
- (E16) 2" HIGH STONE CAP WITH DRIP EDGE
- (E17) ALUMINUM FRAME & POLYCARBONATE OVERHEAD GARAGE DOOR (FINISH: ANODIZED ALUMINUM)
- (E18) CAST IN PLACE CONCRETE COLUMN (FINISH: PAINT)
- (E19) SANDSTONE CLAD PLANTER BOX WITH STONE CAP.
- (E20) TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PUR PLAN)
- (E21) CAST IN PLACE COLORED CONCRETE STEPS / RAMP (FINISH: BROOK COLOR TO RESEMBLE MATERIAL E13)
- (E22) 30" HIGH ILLUMINATED RETAIL LETTERING - TBD
- (E23) MONUMENT SIGN WITH 4" HIGH ILLUMINATED LETTERING
- (E24) STEEL HEADER (FINISH: PAINTED WHITE)
- (E25) 10'-0" HIGH SIDE FOLDING GLASS PARTITIONS (FRAME FINISH: CLEAR ANODIZED)
- (E26) SYNTHETIC STUCCO FINISH SYSTEM
- (E27) MECHANICAL COOLING TOWERS
- (E28) FULL-GLUE ALUMINUM SWINGING STOREFRONT DOOR IN ALUMINUM WINDOW SYSTEM FRAME. (FINISH: CLEAR ANODIZED)
- (E29) EXTERIOR HORIZONTAL LOUVER SYSTEM (FINISH: ANODIZED ALUMINUM)
- (E30) ROOF PARAPET TO CONCEAL PV PANELS TO MATCH MATERIAL E2
- (E31) BLADE RETAIL SIGN
- (E32) FCC & BREATHING AIR REFILL PANEL LOCATION. SEE SHEET FDA-01
- (E33) EXTERIOR SWAPSE STANDPIPE CONNECTION. SEE SHEET FDA-01
- (E34) CASINA TYP.
- (E35) FRITTED TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PUR PLAN)
- (E36) PROPOSED LOCATION OF GENERATOR EXHAUST LOUVER - (FINISH: ANODIZED ALUMINUM)



2 SOUTH ELEVATION
1/8" = 1'-0"



1 BRIDGE ELEVATION - PHASE 2
1/8" = 1'-0"

RINKA|CHUNG ARCHITECTURE INC.
754 North Central Avenue, Suite 200
Phoenix, AZ 85004
Telephone: 602.433.3331

RINKA|CHUNG
RINKA|CHUNG ARCHITECTURE INC.

FORMAL SITE PLAN REVIEW SUBMITTAL

The PIER

LOT 5
APN: 3132-32-019
TEMPE, ARIZONA, 85281
Issue Date: OCTOBER 19, 2015

RCA Project No. 150407.01
Sheet Title

**BLACK AND WHITE
EXTERIOR
ELEVATIONS**

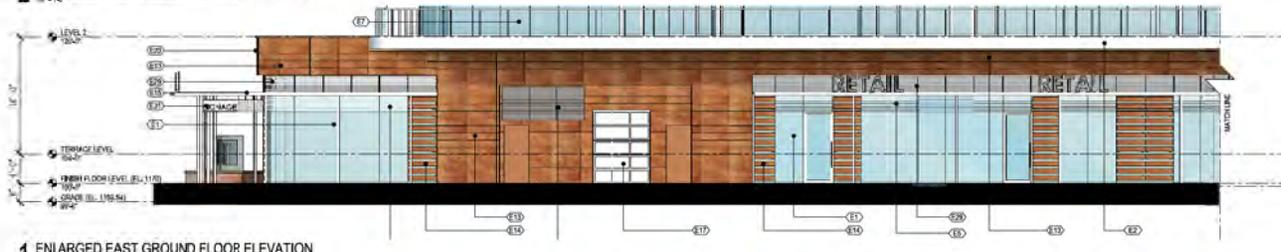
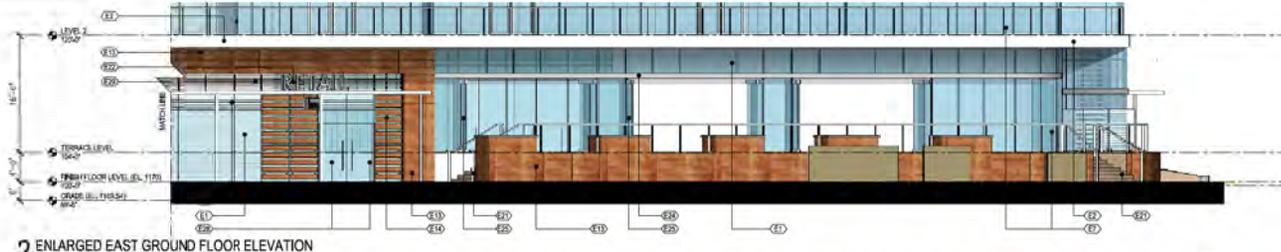
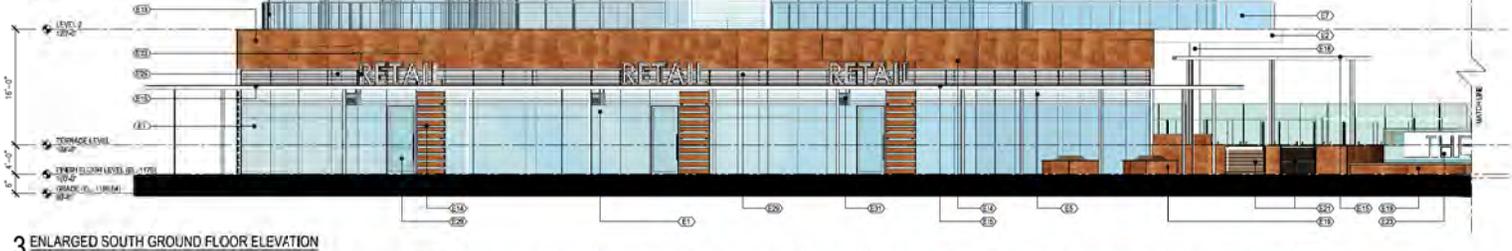
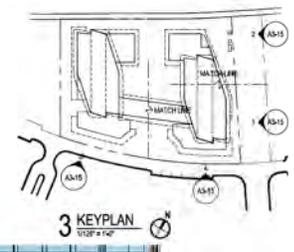
Sheet No.

A3-14

CONCEPTUAL - NOT FOR CONSTRUCTION

EXTERIOR KEY NOTES:

- (E1) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH LOUVE (ALUMN)
- (E2) PLASTER BOU-FACING PANELS (TBD, REFER TO BALCONY SECTION A-A4) (FINISH COLOR - WHITE)
- (E3) SWIMMING POOL WATERFALL EDGE WITH INTEGRATED ILLUMINATED LETTERING.
- (E4) METAL GRATING MECHANICAL SCREEN ON STEEL FRAMING (FINISH: WHITE PAINTED)
- (E5) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH FINISH GLASS
- (E6) FULL-DEPTH ALUMINUM FINISHING TERRACE DOOR IN ALUMINUM FRAME WITH FINISH TRAVERTINE WINDOW ABOVE. (FINISH: CLEAR ANODIZED)
- (E7) HORIZONTAL GUARDRAIL SYSTEM (REFER TO SECTION)
- (E8) TRANSPARENT GLASS BALCONY FINISH WITH LOCKABLE OPERABLE PORTION FOR BALCONY PLASTER BOU MAINTENANCE
- (E9) GREEN ROOF
- (E10) OPTIONAL ROOFTOP POOL TERRACE
- (E11) SLAB EDGE FINISH TO MATCH BALCONY PLASTER BOU-FACING MATERIAL (FINISH COLOR: WHITE)
- (E12) COLORED GRAY IN PLACE CONCRETE - COLOR TO MATCH MATERIAL E13
- (E13) SANDSTONE WALL PANELS - JOINTING TO ALIGN WITH WINDOW SYSTEM MULLIONS
- (E14) SANDSTONE WALL PANELS ON ALUMINUM ATTACHMENT SYSTEM COVER ORANGE GLAZING. SEE SECTION ON SHEET A-A2
- (E15) STEEL FRAMED CANOPY SYSTEM (FINISH: PAINTED WHITE)
- (E16) 2" HIGH STONE CAP WITH DRIP EDGE
- (E17) ALUMINUM FRAME & POLYCARBONATE OVERHEAD GARAGE DOOR (FINISH: ANODIZED ALUMINUM)
- (E18) CAST IN PLACE CONCRETE COLUMN (FINISH PAINT)
- (E19) SANDSTONE CLAD PLANTER BOX WITH STONE CAP
- (E20) TEMPLERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PUR-PLUM)
- (E21) CAST IN PLACE COLORED CONCRETE STEPS / RAMP (FINISH: BROOK COLOR TO MATCH MATERIAL E13)
- (E22) 30" HIGH ILLUMINATED RETAIL LETTERING - TBD
- (E23) MONUMENT SIGN WITH 4" HIGH ILLUMINATED LETTERING
- (E24) STEEL HEADER (FINISH: PAINTED WHITE)
- (E25) 10x7" HIGH SIDE FOLDING GLASS PARTITIONS (FRAME FINISH: CLEAR ANODIZED ALUMINUM)
- (E26) SYNTHETIC STUCCO FINISH SYSTEM
- (E27) MECHANICAL COOLING TOWERS
- (E28) FULL-DEPTH ALUMINUM SWINGING STOREFRONT DOOR IN ALUMINUM WINDOW SYSTEM FRAME. (FINISH: CLEAR ANODIZED)
- (E29) EXTERIOR HORIZONTAL LOUVE SYSTEM (FINISH: ANODIZED ALUMINUM)
- (E30) ROOF PARAPET TO CONCEAL PV PANELS TO MATCH MATERIAL E2
- (E31) BLADE RETAIL SIGN
- (E32) FOC & BREATHING AIR RETAIL PANEL LOCATION. SEE SHEET F0A-01
- (E33) EXTERIOR SANGRE STANDPIPE CONNECTION. SEE SHEET F0A-01
- (E34) CABANA TYP.
- (E35) FINISH TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PUR-PLUM)
- (E36) PROPOSED LOCATION OF GENERATOR EXHAUST LOUVE - (FINISH: ANODIZED ALUMINUM)



CONCEPTUAL - NOT FOR CONSTRUCTION

FORMAL SITE PLAN REVIEW SUBMITTAL

The PIER

RCA Project No. 150407.01
Sheet Title

ENLARGED COLOR
EXTERIOR
ELEVATIONS

Sheet No.

A3-15

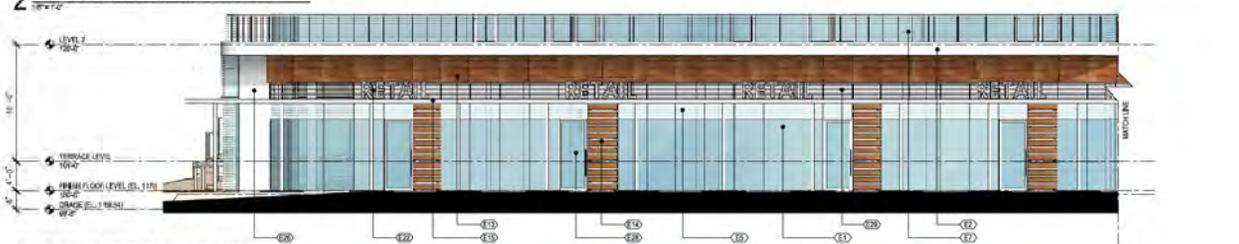
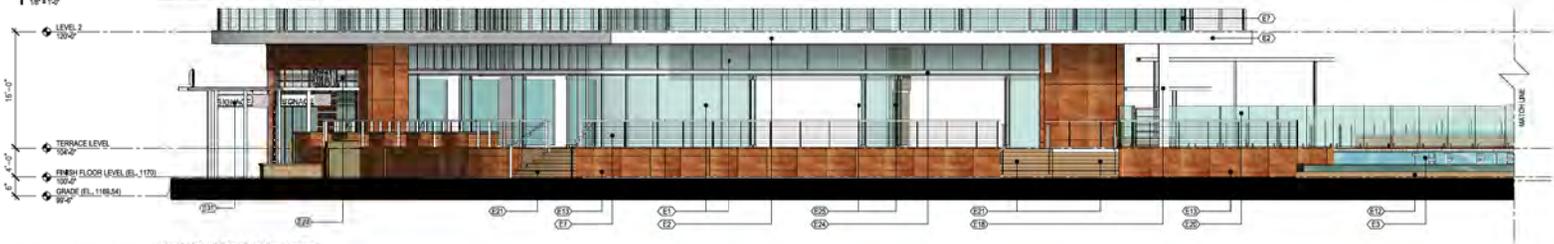
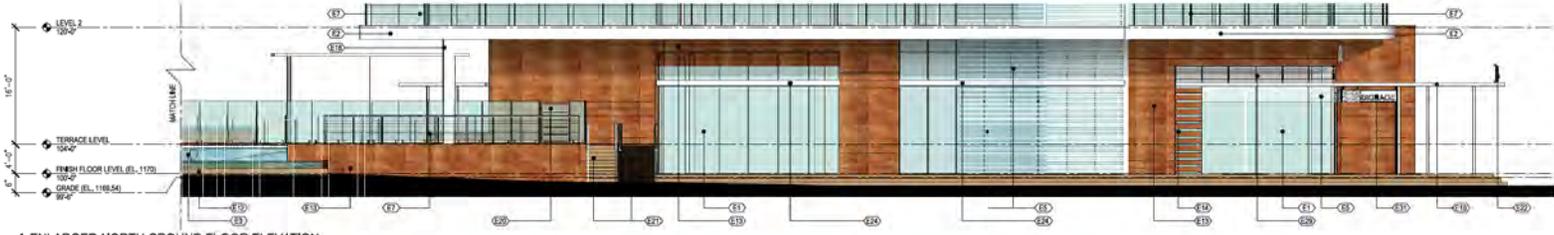
LOT 5
APN: 319-32-019
TEMPE ARIZONA, 85281
Issue Date OCTOBER 19, 2015

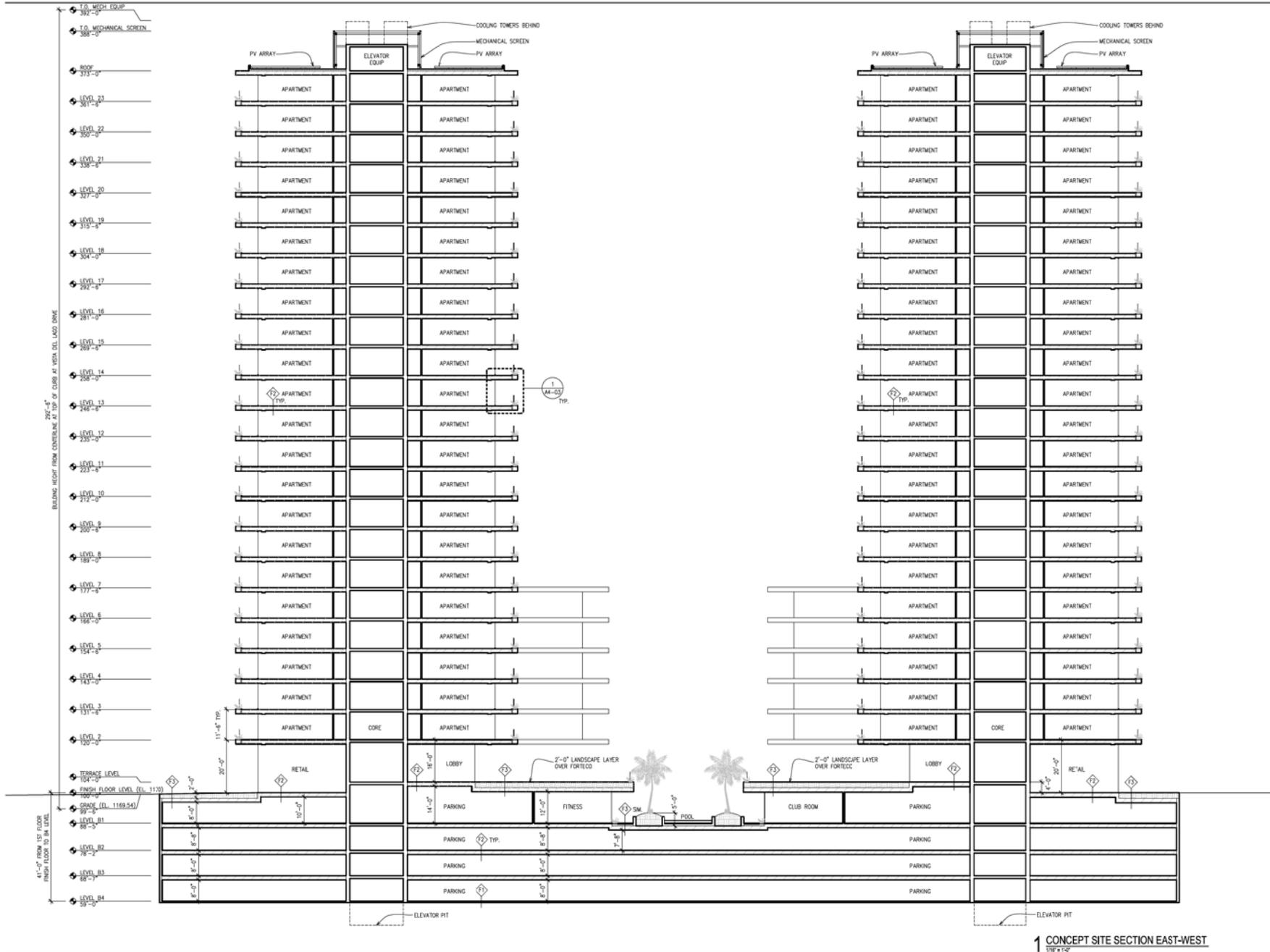
RINKA|CHUNG ARCHITECTURE INC.
754 North Central Expressway, Suite 200
Tempe, Arizona 85281
Telephone: 480.833.8301

RINKA|CHUNG
RINKA|CHUNG ARCHITECTURE INC.

EXTERIOR KEY NOTES:

- (E1) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH LOW-E GLAZING
- (E2) PLANTER BOX FACING PANELS (T&O, REFER TO BALCONY SECTION A403 (FINISH COLOR - WHITE))
- (E3) SWIMMING POOL WATERFALL EDGE WITH INTEGRATED ILLUMINATED LETTERING
- (E4) METAL GRATING MECHANICAL SCREEN ON STEEL FRAMING (FINISH: WHITE PAINTED)
- (E5) WINDOW SYSTEM WITH BUTT-GLAZED JOINTS WITH FRITTED GLASS
- (E6) FULL-DEPTH ALUMINUM FINISHING TERRACE DOOR IN ALUMINUM FRAME WITH FIXED TRANSOM WINDOW ABOVE. (FINISH: CLEAR ANODIZED)
- (E7) HORIZONTAL GUARDRAIL SYSTEM (REFER TO SECTION)
- (E8) TRANSLUCENT GLASS BALCONY FINISH WITH LOCKABLE OPERABLE PORTION FOR BALCONY/PLANTER BOX MAINTENANCE
- (E9) GREEN ROOF
- (E10) OPTIONAL ROOFTOP POOL TERRACE
- (E11) SLAB EDGE FACING TO MATCH BALCONY PLANTER BOX FACING MATERIAL (FINISH COLOR: WHITE)
- (E12) COLORED CAST-IN PLACE CONCRETE - COLOR TO MATCH MATERIAL E12
- (E13) SANDSTONE WALL PANELS - JOINTING TO ALIGN WITH WINDOW SYSTEM MULLIONS
- (E14) SANDSTONE WALL PANELS ON ALUMINUM ATTACHMENT SYSTEM COVER OCCURED GLAZING. SEE SECTION ON SHEET A403
- (E15) STEEL FRAMED CANOPY SYSTEM (FINISH: PAINTED WHITE)
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- (E20) TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PUR PLAIN)
- (E21) CAST-IN PLACE COLORED CONCRETE STEPS / RAMP (FINISH: BROOK COLOR TO RESSEMBLE NATURAL E1)
- (E22) 30" HIGH ILLUMINATED RETAIL LETTERING - T&O
- (E23) MONUMENT SIGN WITH 4" HIGH ILLUMINATED LETTERING
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- (E30) ROOF PARAPET TO CONCEAL PV PANELS TO MATCH MATERIAL E2
- (E31) BLADE RETAIL SIGN
- (E32) FCC & BREATHING AIR REFRILL PANEL LOCATION. SEE SHEET F04-01
- (E33) EXTERIOR SERVICE STANDPIPE CONNECTION. SEE SHEET F04-01
- (E34) CASIANA TYP.
- (E35) FRITTED TEMPERED GLASS FENCE WITH ALUMINUM FRAMED ACCESS GATES (FINISH: PUR PLAIN)
- (E36) PROPOSED LOCATION OF GENERATOR EXHAUST LOUVER - (FINISH: ANODIZED ALUMINUM)





1 CONCEPT SITE SECTION EAST-WEST
1/8" = 1'-0"

CONCEPTUAL - NOT FOR CONSTRUCTION

RINKA | CHUNG
 RINKA | CHUNG ARCHITECTURE, INC.
 754 NORTH WASHINGTON AVENUE, SUITE 200
 MESA, ARIZONA 85201
 Telephone: 480.433.8201

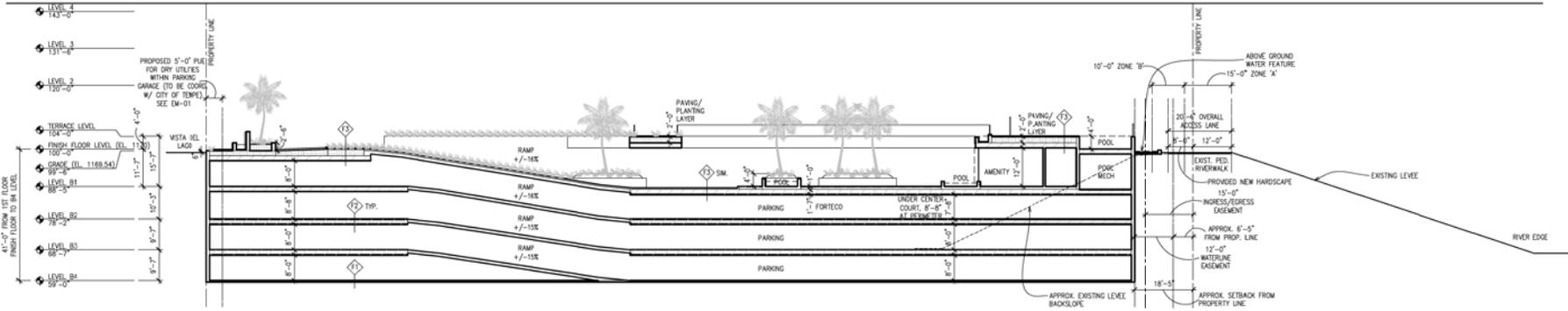
FORMAL SITE PLAN REVIEW SUBMITTAL

The PIER

BUILDING SECTIONS

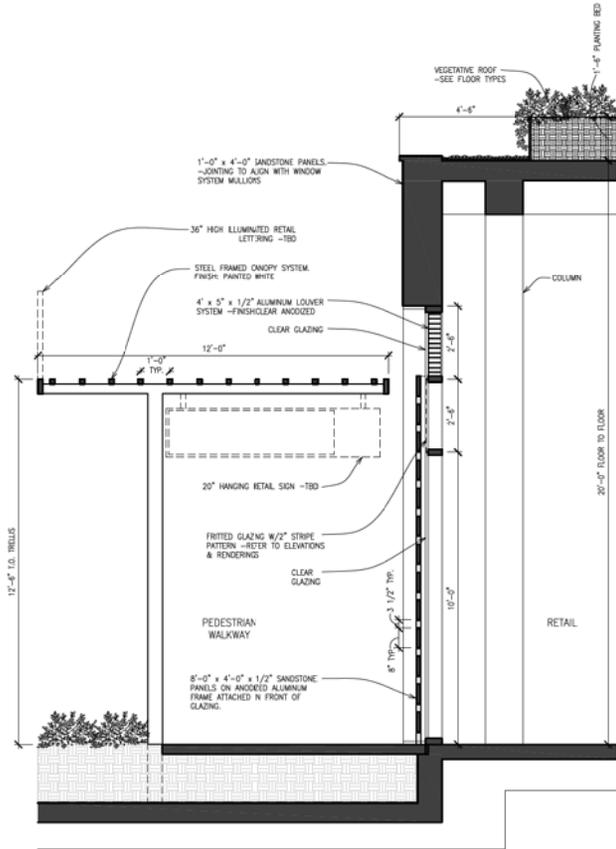
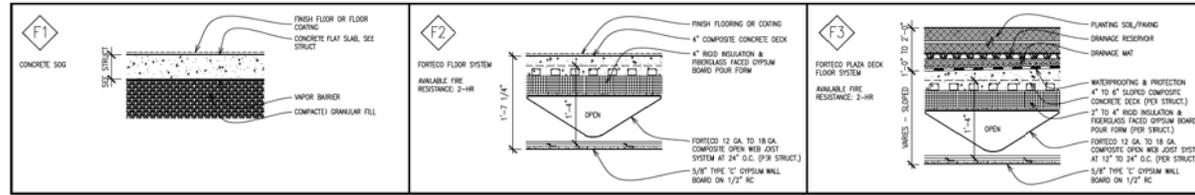
RCA Project No. 150407.01
 Sheet Title
 LOT 5
 APN: 3192-32-019
 TEMPE, ARIZONA, 85281
 Issue Date: OCTOBER 19, 2015

Sheet No. **A4-01**

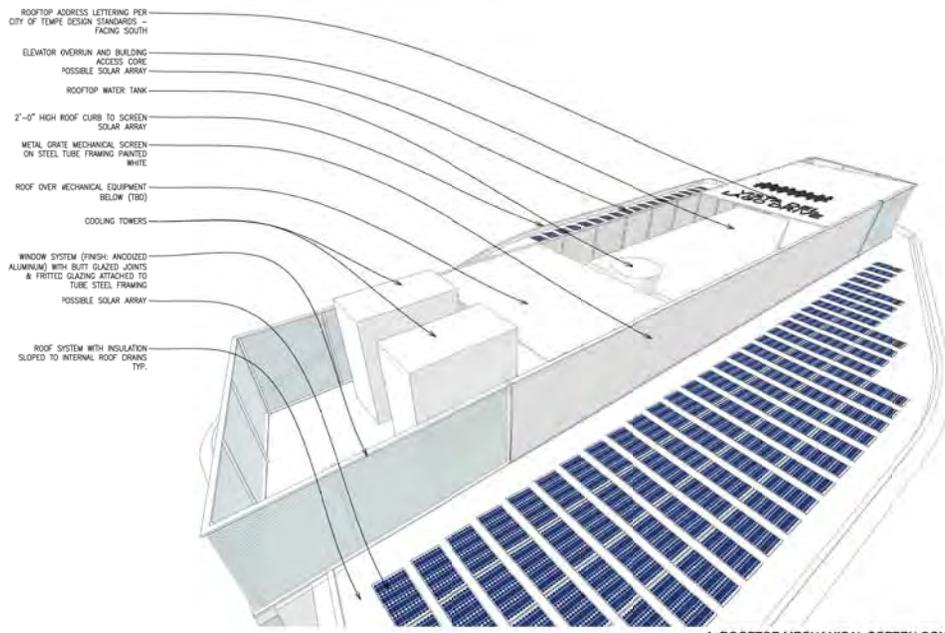


3 CONCEPT SITE SECTION NORTH-SOUTH
TYP. 1/4\"/>

FLOOR TYPES



2 TYPICAL RETAIL STOREFRONT SECTION
1/8\"/>

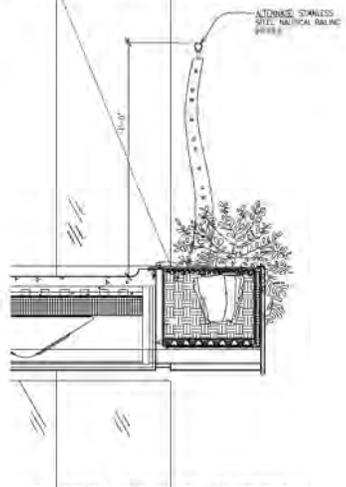


1 ROOFTOP MECHANICAL SCREEN CONCEPT VIEW
1/8\"/>

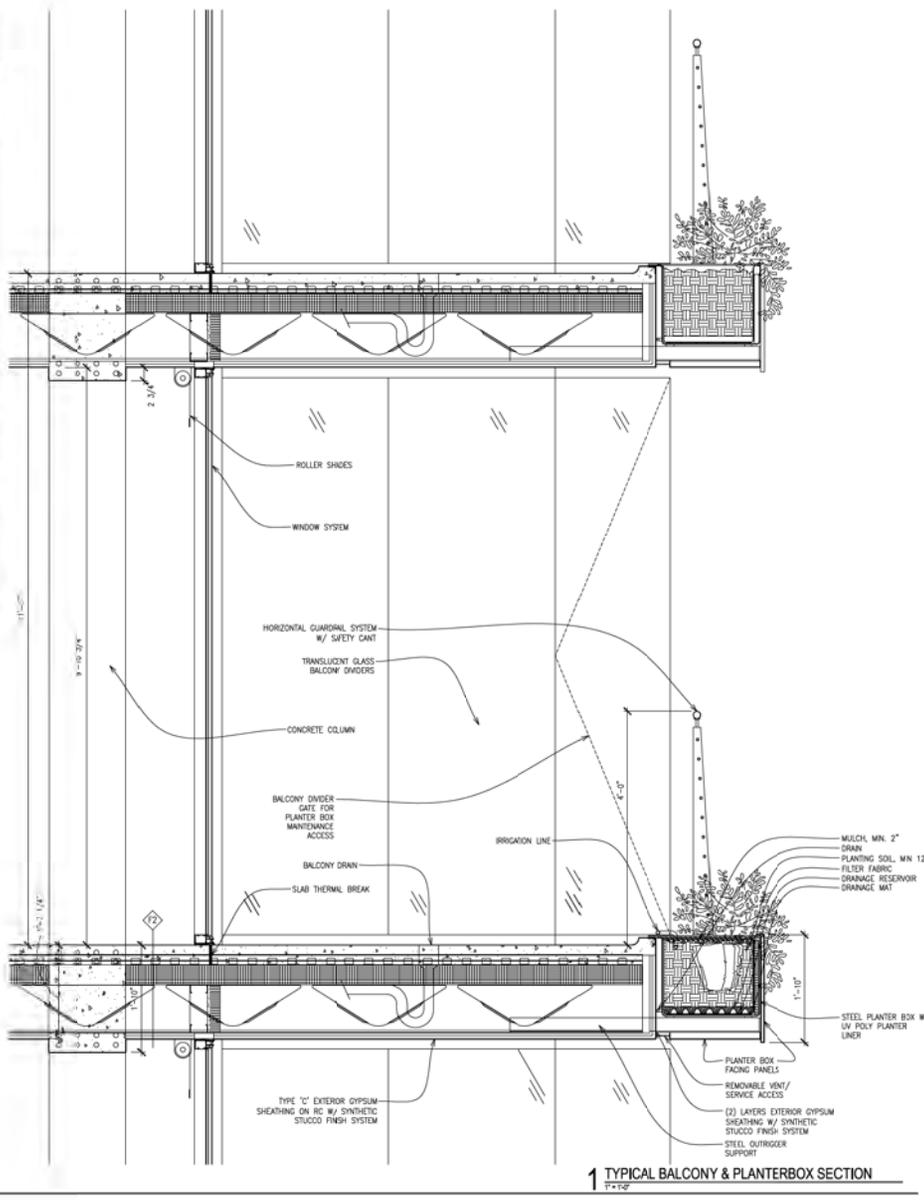


TRANSLUCENT GLASS BALCONY FINISH DIVIDER WITH MAINTENANCE ACCESS PANEL
 PLANTING MATERIAL - REFER TO LANDSCAPE PLANS FOR EXACT PLANT SPECIES AND LOCATIONS
 48" HIGH HORIZONTAL GUARDRAIL SYSTEM W/ SAFETY CANT
 SYNTHETIC STUCCO FINISH SYSTEM AT UNDERSIDE OF BALCONIES TYP.

3 AXONOMETRIC - TYPICAL APARTMENT BALCONY



2 ALTERNATE BALCONY RAILING PROFILE



1 TYPICAL BALCONY & PLANTERBOX SECTION

CONCEPTUAL - NOT FOR CONSTRUCTION

RINKA | CHUNG
 RINKA | CHUNG ARCHITECTURE, INC.
 754 NORTH WASHINGTON, SUITE 200
 PHOENIX, ARIZONA 85001
 Telephone: 602.433.8331

FORMAL SITE PLAN REVIEW SUBMITTAL

The PIER

LOT 5
 APN: 3132-32-019
 TEMPE, ARIZONA, 85281
 Issue Date: OCTOBER 19, 2015

RCA Project No. 150407.01
 Sheet Title
BUILDING SECTIONS & DETAILS

Sheet No. **A4-03**

LAW OFFICES OF
SENDER ASSOCIATES, CHARTERED

DARIN A. SENDER, ESQ.

JENNIFER K. BOBLICK, ESQ.

November 11, 2015

VIA EMAIL (DIANA_KAMINSKI@TEMPE.GOV) ONLY

Diana Kaminski
City of Tempe
Senior Planner
31 East 5th Street
Tempe, Arizona 85281

RE: Public Information Plan / Neighborhood Meeting Summary Per §6-401(F)

Dear Mrs. Kaminski,

Please accept this Neighborhood Meeting Summary from the required neighborhood meeting held on November 4, 2015 at 6:00 PM per the City of Tempe Zoning and Development Code §6-401(F).

Neighborhood Notification:

Section 6-401(F) of the Zoning and Development Code requires all property owners within 600' and registered Community and Neighborhood Associations within ¼ mile be notified by First Class US Mail. Approximately 7 property owners were notified. No registered Community/Neighborhood Associations are located within ¼ mile of the Site and therefore none were notified.

Responses from Neighborhood Notification:

We have not received any responses after sending the notification letters.

Neighborhood Meeting:

The meeting began at 6:00 PM and ended at 7:00 PM. No neighbors, association representatives, or other interested parties attended the meeting. Three Pier representatives were present from 5:30 PM to 7:15 PM to ensure that any late or early arrivals would be greeted and engaged.

Follow Up:

We will continue to utilize involvement techniques and communication approaches outlined in the Public Involvement Plan to ensure that any interested parties are engaged throughout the entitlement process.

November 12, 2015
Diana Kaminski
City of Tempe
Page 2 of 2

Sincerely,

A handwritten signature in blue ink, consisting of the letters 'DAS' followed by a long horizontal line extending to the right.

Darin A. Sender

cc:

Enclosures: Notification List
Meeting Sign-In Sheet

DAS:jkb

October 19, 2015

NEIGHBORHOOD MEETING NOTICE

THE PIER
LOT 5, SOUTHBANK
(EAST OF THE NEC RIO SALADO PKWY & RURAL RD)

Dear Neighbor,

This letter is being sent to all property owners of record within 600' and all registered neighborhood associations and homeowner associations within 1,320' of the property located east of the northeast corner of Rio Salado Parkway and Rural Road (Lot 5, Pier 202, the "Site") to invite you to a Neighborhood Meeting. This meeting is sponsored by Springbrook Development, LLC. ("Springbrook") to gather input regarding its proposed development of the Site.

Springbrook is proposing to develop The Pier, a signature, mixed-use development, on the currently vacant site. The project includes a mix of luxury residential, retail, restaurant, and structured parking on the 2.78 acre infill Site. With approximately 30,000 square feet of retail and restaurant and a ±523-unit Class-A+ luxury apartment community, the Pier will be a distinctive waterfront development. To fulfill this vision, Springbrook wishes to modify a previously approved PAD to accommodate the new development proposal.

The requests for The Pier include: a PAD amendment to modify existing development standards; a Development Plan Review ("DPR") for the new buildings, site plan, landscaping, and signage, and a Use Permit for tandem parking spaces.

A Neighborhood Meeting to review and discuss this proposal has been scheduled for November 4th at 6:00 PM at Architekton's Downtown Tempe office. You are invited to attend this meeting to learn more about this project and provide your feedback regarding this request.

NEIGHBORHOOD MEETING

Wednesday, November 4, 2015
6:00 pm to 7:00 pm
Architekton
464 South Farmer Avenue, Suite 101

If you cannot attend, please feel free to contact the Springbrook representative:
Ms. Darin A. Sender at (480) 966-6735 or via e-mail: [**darin@senderlaw.com**](mailto:darin@senderlaw.com).

We look forward to meeting you and thank you for your time and consideration!



WHEN RECORDED RETURN TO:
City of Tempe
Community Development Department
31 E. 5th Street
Tempe, AZ. 85281

**WAIVER OF RIGHTS AND REMEDIES
UNDER A.R.S. §12-1134**

This Waiver of Rights and Remedies under A.R.S. § 12-1134 (Waiver) is made in favor of the City of Tempe (City) by Springbrook Development(Owner).

Owner acknowledges that A.R.S. § 12-1134 provides that in some cases a city must pay just compensation to a land owner if the city approves a land use law that reduces the fair market value of the owner's property (Private Property Rights Protection Act).

Owner further acknowledges that the Private Property Rights Protection Act authorizes a private property owner to enter an agreement waiving any claim for diminution in value of the property in connection with any action requested by the property owner.

Owner has submitted Application No. PL150426 – **THE PIER** to the City requesting that the City approve the following:

- GENERAL PLAN AMENDMENT
- ZONING MAP AMENDMENT
- PAD OVERLAY
- HISTORIC PRESERVATION DESIGNATION/OVERLAY
- USE PERMIT
- VARIANCE
- DEVELOPMENT PLAN REVIEW
- SUBDIVISION PLAT/CONDOMINIUM PLAT
- OTHER _____

(Identify Action Requested))

for development of the following real property (Property):

1190 E Vista Del Lago Drive, Tempe AZ

Parcel No.: 132-32-019, Lot 5

**CITY OF TEMPE
REQUEST FOR COUNCIL ACTION****Council Meeting Date: 01/14/2016
Agenda Item: 6C1**

ACTION: Hold the second and final public hearing to adopt an ordinance authorizing the abandonment of a certain water line easement in the vicinity of South Cedar Street and East Apache Boulevard to facilitate development of the project at 1221 East Apache Boulevard. (Ordinance No. O2016.01)

FISCAL IMPACT: N/A

RECOMMENDATION: Adopt Ordinance No. O2016.01.

BACKGROUND INFORMATION: The owner of the property at 1221 East Apache Boulevard is proposing to construct a mixed-use project containing residential and commercial uses, as well as associated site infrastructure. To facilitate the proposed development, it will be necessary to abandon all or part of a certain water line easement serving the property. If new easements are required, they will be granted during the course of approval of the development.

ATTACHMENTS: Ordinance, Exhibit

STAFF CONTACT(S): Larry Schmalz, Principal Planner , (480) 350-8924

Department Director: Dave Nakagawara, Community Development Director
Legal review by: Cynthia McCoy, Assistant City Attorney
Prepared by: Larry Schmalz, Principal Planner

ORDINANCE NO. O2016.01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE ABANDONMENT OF A CERTAIN WATER LINE EASEMENT IN THE VICINITY OF SOUTH CEDAR STREET AND EAST APACHE BOULEVARD TO FACILITATE DEVELOPMENT OF THE PROJECT AT 1221 EAST APACHE BOULEVARD.

WHEREAS, it has been determined by the City Council that the City no longer requires a portion of the water line easement created by instrument recorded in Docket 10719, Page 308, Official Records of the Maricopa County Recorder, more particularly described or depicted on Exhibit "A" attached hereto.

WHEREAS, it would appear to be in the best interest of the City of Tempe to abandon the water line easement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1. That the Community Development Director is hereby authorized to take such actions as are necessary, at the sole cost and expense of the applicant, to abandon, relinquish and vacate the water line easement. Such abandonment shall be completed in accordance with the usual and customary procedures of the Community Development Department, including, without limitation, satisfactory relocation of any facilities located within the easement so abandoned, the granting or acceptance of new easements for such facilities, notification of affected utilities and payment by the applicant of all applicable costs, fees, and expenses associated with the relocation or abandonment of any existing facilities located within said easement.

Section 2. That all rights of the City with regard to the water line easement so abandoned shall vest in the record owner(s) of the adjacent property and shall be subject to the same encumbrances, liens, limitations, restrictions, easements, and estates as exist on the land of which the water line easement is a part.

Section 3. That the Community Development Director or designee is hereby authorized to execute any documents that may be necessary to carry out the provisions of this Ordinance. Pursuant to the City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
TEMPE, ARIZONA this _____ day of _____, 2016.

Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

Wood, Patel & Associates, Inc.
(480) 834-3300
www.woodpatel.com

April 23, 2015
WP#134125
Page 1 of 2
See Exhibit "A"

PARCEL DESCRIPTION
The Motley
Water Easement Abandonment

That certain Water Easement described in Docket 10719, page 308, Maricopa County Records (M.C.R.), lying within the southwest quarter of Section 23, Township 1 North, Range 4 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the west quarter corner of said Section 23, a 3-inch City of Tempe brass cap in handhole, from which the southwest corner of said section, a 3 1/2-inch City of Tempe brass cap in handhole, bears South 00°04'50" East (basis of bearing), a distance of 2641.10 feet;
THENCE along the east-west mid-section line of said section, South 89°59'50" East, a distance of 2290.14 feet;
THENCE leaving said east-west mid-section line, South 00°00'10" West, a distance of 49.92 feet, to the northwest corner of said Water Easement and the **POINT OF BEGINNING**;
THENCE along the north line of said Water Easement, South 89°58'44" East, a distance of 6.00 feet, to the northeast corner of said Water Easement;
THENCE leaving said north line, along the easterly line of said Water Easement, South 00°01'16" West, a distance of 301.76 feet;
THENCE South 89°58'59" East, a distance of 50.00 feet;
THENCE South 00°01'01" West, a distance of 6.00 feet, to the southeast corner of said Water Easement;
THENCE leaving said easterly line, along the southerly line of said Water Easement, North 89°58'59" West, a distance of 56.00 feet, to the southwest corner of said Water Easement;
THENCE leaving said southerly line, along the westerly line of said Water Easement, North 00°01'16" East, a distance of 307.76 feet to the **POINT OF BEGINNING**.

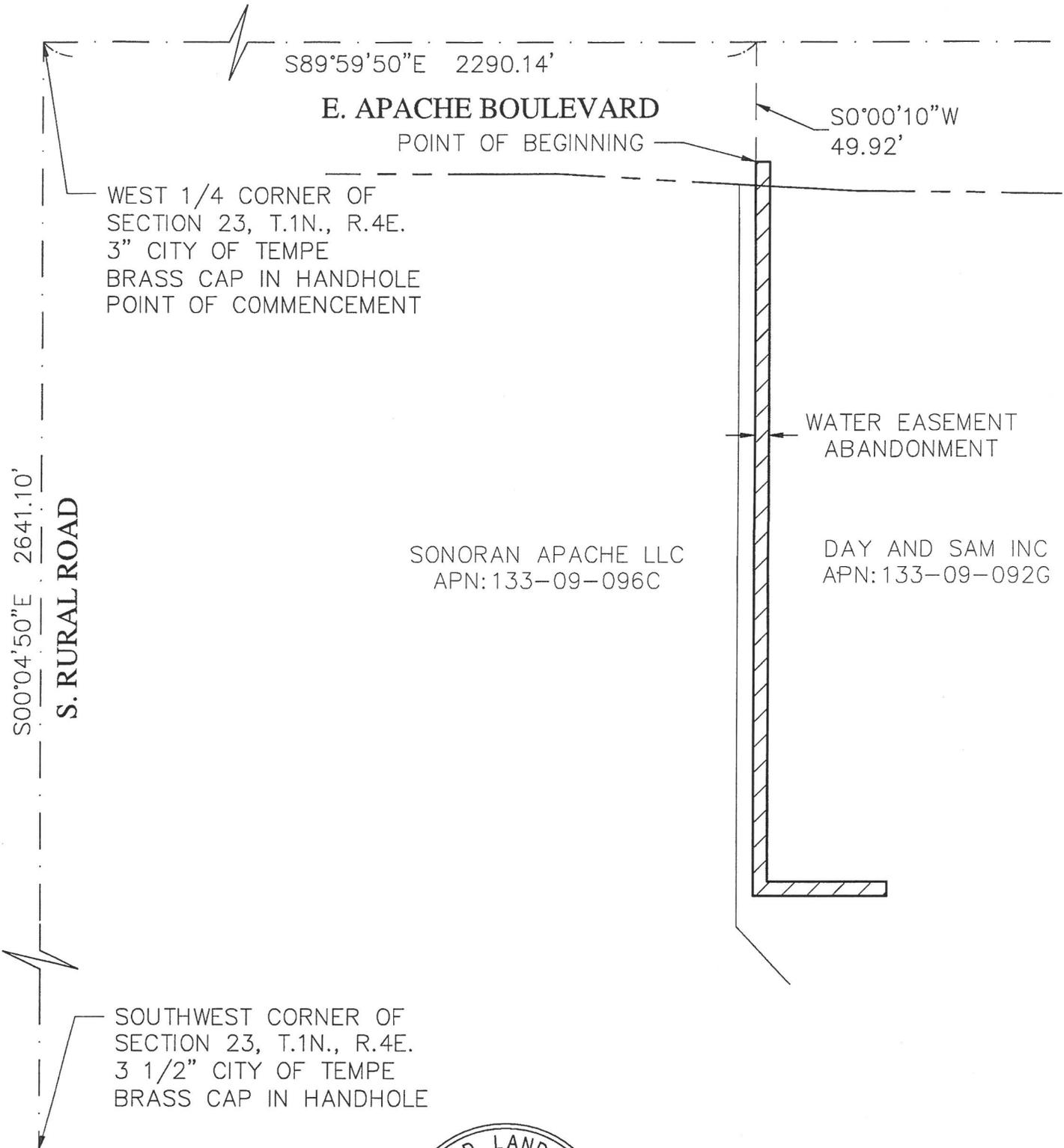
Containing 2,147 square feet or 0.0493 acres, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of January, 2014 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

X:\Y-Drive\WP\Parcel Descriptions\2013 Parcel Descriptions\134125 The Motley Water Easement Abandonment L03 04-23-15.Doc





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EXHIBIT "A"
 THE MOTLEY
 WATER EASEMENT ABANDONMENT
 04/23/15
 WP# 134125
 PAGE 2 OF 2
 NOT TO SCALE



CITY OF TEMPE
REQUEST FOR COUNCIL ACTION

Council Meeting Date: 01/14/2016
Agenda Item: 6C2

ACTION: Hold the second and final public hearing to amend Chapter 14 of the Tempe City Code, relating to Fire Prevention and Protection by adopting updated local amendments to the 2012 Edition of the International Fire Code. (Ordinance No. O2016.02)

FISCAL IMPACT: There is no fiscal impact on City funds.

RECOMMENDATION: Adopt Ordinance No. O2016.02.

BACKGROUND INFORMATION: This ordinance amends Chapter 14 of the Tempe City Code, relating to Fire Prevention and Protection by adopting local updated amendments to the 2012 International Fire Code. This amendment to Chapter 14 updates the local amendments of the 2012 IFC that due to a scrivener's error resulted in some unintended consequences related to that code. The new ordinance substantively addresses all outstanding issues.

ATTACHMENTS: Ordinance

STAFF CONTACT(S): Deems Shepard, Acting Fire Marshal, (480) 858-7238

Department Director: Greg Ruiz, Fire Medical Rescue Department Chief
Legal review by: Kara Stanek, Assistant City Attorney
Prepared by: Deems Shepard, Acting Fire Marshal

ORDINANCE NO. O2016.02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AMENDING CHAPTER 14, DIVISION 2 OF THE TEMPE CITY CODE, RELATING TO FIRE PREVENTION AND PROTECTION CODE TO CLARIFY THE LANGUAGE TO REFLECT THE INTENT OF THE 2012 INTERNATIONAL FIRE CODE AND THE LOCAL AMENDMENTS THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

Section 1. That Chapter 14, Division 2 of the Tempe City Code is hereby amended as follows:

DIVISION 2. FIRE CODE AMENDMENTS

Sec. 14-41. Legal status.

The provisions of this division are amendments to the International Fire Code as now or hereafter adopted in § 14-16. All sections, chapters, etc., in this division other than this section shall be considered to be both a part of this code and a part of the International Fire Code.

Sec. 105. Permits.

Section 105.1.1 is hereby amended as follows:

105.1.1. Permits required. The fire code official may require permits as provided for in Section 105. Permit fees, if any, shall be paid prior to issuance of the permit. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire code official.

Section 105.2.3 is hereby amended as follows:

105.2.3. Time limitation of application. An application for a permit for any purposed work or operation shall be deemed to have been abandoned one year after the date of filing. The fire code official is not authorized to grant any extension of time.

EXCEPTIONS:

1. Prior to the date of expiration of any application that has not been approved for the issuance of permits, an applicant may submit a written request for one time extension of a ninety (90) days. The request must explain the justifiable cause for the delay and include a proposed plan submittal schedule for completion of the plan review process. If the request for extension is approved, the applicant must submit a new project submittal application form along with a renewal fee equal to thirty-five percent (35%) of the original calculated fire permit fee. The renewal fee must be paid no later than thirty (30) business days after the original expiration date or the original application shall expire. Additionally all permits must be issued and permit fees paid prior to the end of the ninety (90) day extension date.

2. Prior to the date of expiration of any application that has been approved for the issuance of permits, but for which a permit has not been issued, the applicant may request a one time extension of one-hundred eighty (180) days. The request must explain the justifiable cause for the delay. If the request for extension is approved, the applicant must submit a new project submittal application along with a renewal fee equal to ten percent (10%) of the original calculated fire permit fee. The renewal fee must be paid no later than thirty (30) business days after the original expiration date or the original application shall expire. Additionally, all permits must be issued and permit fees paid prior to the end of the one-hundred eighty (180) day extension date.

(FPN): Exceptions one and two above may not be combined.

Section 105.6.47 is hereby added as follows:

105.6.47. Fraternity and sorority houses. An operational permit is required to occupy/operate a fraternity or sorority house.

Section 105.6.48 is hereby added as follows:

105.6.48. Institutional and care facilities. An operational permit is required to operate an I-1, I-2, I-4, R-3 care facility and R-4 occupancy.

Section 105.7.16 is amended as follows:

EXCEPTIONS:

3. Tents open without sidewalls or drops on 75 percent or more of the perimeter which comply with all of the following:

3.1. Individual tents having a maximum size greater than 900 square feet (84m²).

3.2. The aggregate area of multiple tents placed side by side without a fire break clearance of 12 feet (3658 mm), not exceeding 900 square feet (84m²) total.

Sec. 108. Board of appeals. [Repealed]

Section 108 is hereby repealed.

Sec. 109. Violations.

Section 109.4 is hereby amended as follows:

109.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a class 1 misdemeanor punishable by a fine of not more than two thousand five hundred dollars (\$2,500.00) or by imprisonment not exceeding ninety (90) days or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Sec. 111. Stop work order.

Section 111.4 is hereby amended as follows:

111.4. Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to the violation penalties specified in Section 109.4.

Sec. 202. General definitions.

Section 202 is hereby amended by adding the following definitions:

ASSISTED LIVING FACILITY. A residential care institution, including adult foster care, that provides or contracts to provide supervisory care services, personal care services or directed care services on a continuing basis.

ASSISTED LIVING HOME. An assisted living facility that provides resident rooms to ten or fewer residents.

DIRECTED CARE SERVICE. Care of residents, including personal care services, who are incapable of recognizing danger, summoning assistance, expressing need, or making basic care decisions.

FRATERNITY AND SORORITY HOUSES. Any building used in whole or in part as a dwelling consisting of five or more dwelling units or sleeping rooms with more than fifty (50%) percent of the dwelling units or sleeping rooms occupied by and maintained exclusively or primarily for college, university or professional school students who are affiliated with a social, honorary or professional organization recognized currently or in the past by a college, university or professional school.

FIREFIGHTER BREATHING AIR SYSTEM. A firefighter breathing air system is a complete, self-contained high pressure breathing air replenishment system consisting of a fire department air connection panel, remote air fill panels and high pressure interconnected piping, permanently installed within a structure which allows fire medical rescue department personnel to replenish empty self-contained breathing apparatus cylinders at, or within close proximity to, the location of an emergency incident, thus reducing the amount of travel distance, time and support personnel needed at the location.

OCCUPANCY CLASSIFICATION, Factory Industrial F-1 Moderate-Hazard Occupancy is hereby amended IN PART as follows:

Food processing and commercial kitchens not associated with restaurants, fast food take-out, cafeterias and similar dining facilities.

Woodworking (cabinet) (establishments with more than three (3) woodworking appliances.)

OCCUPANCY CLASSIFICATION, Group I-1 is hereby amended as follows:

Group I-1. This occupancy shall include buildings, structures or parts thereof housing more than ten (10) persons, who reside on a 24-hour basis in a supervised environment and receive personal care, supervisory care or custodial care. The persons receiving care are capable of self-preservation without physical assistance from staff. This group shall include, but not be limited to, the following:

- Residential board and custodial care facilities
- Alcohol and Drug abuse treatment centers
- Assisted living facilities
- Halfway houses
- Group homes
- Congregate care facilities
- Social rehabilitation facilities
- Convalescent facilities
- Directed care service

A facility such as the above with five (5) or fewer persons, excluding staff, shall be classified as Group R-3 and shall comply with the International Residential Code in accordance with Tempe ~~Building Safety~~ Administrative Code, Section 101.4.2. A facility such as the above housing at least six (6) but not more than ten (10) persons, excluding staff, shall be classified as a Group R-4, and shall comply with the International Residential Code in accordance with Tempe ~~Building Safety~~ Administrative Code, Section 101.4.2. and with the International Building Code, Section 424.

OCCUPANCY CLASSIFICATION, Group I-2 is hereby amended as follows:

Group I-2. This occupancy shall include buildings and structures used for medical, custodial, or directed care on a twenty-four (24) hour basis of persons who are incapable of self-preservation by responding to an emergency situation without physical assistance from staff. This group shall include, but not be limited to, the following:

- Hospitals
- Nursing facilities (both intermediate-care facilities and skilled nursing facilities)
- Psychiatric facilities
- Detoxification facilities
- Foster care facilities

OCCUPANCY CLASSIFICATION, Residential Group R is hereby amended as follows:

R-1 Residential occupancies containing sleeping units where the occupants are primarily transient in nature, including:

- Boarding houses (transient) with more than 5 occupants
- Congregate living facilities (transient) with more than 5 occupants
- Hotels
- Motels

R-2 Residential occupancies containing sleeping units or more than two (2) dwelling units where the occupants are primarily permanent in nature, including:

- Apartment houses
- Boarding houses (non-transient) with more than 5 occupants
- Congregate living facilities (non-transient) with more than 5 occupants
- Convents
- Dormitories
- Fraternities and sororities
- Monasteries
- Vacation timeshare properties
- Live/work units

R-3 Residential occupancies where the occupants are primarily permanent in nature and not classified as R-1, R-2, R-4 or I including:

1. Buildings that do not contain more than two dwelling units as applicable in Tempe ~~Building Safety~~ Administrative Code, Section 101.4.2.
2. Boarding houses with 5 or fewer occupants subject to the conditions in the Tempe Zoning and Development Code
3. Care facilities that provide accommodation for five or fewer persons, of any age, receiving care.
4. Congregate living facilities with 5 or fewer occupants subject to the conditions in the Tempe Zoning and Development Code

CARE FACILITIES. Care facilities for five or fewer persons, excluding staff, receiving care that are within a single-family dwelling are permitted to comply with the International Residential Code in accordance with Tempe ~~Building Safety~~ Administrative Code, Section 101.4.2.

RESIDENTIAL GROUP R-4. This occupancy shall include buildings, structures or portions thereof for more than 5 but not more than 10 occupants, excluding staff, who reside on a 24 hour basis in a supervised residential environment and receive custodial care. The persons receiving care are capable of self-preservation. This group shall include, but not be limited to, the following:

- Alcohol and drug centers
- Assisted living facilities
- Assisted living homes
- Congregate care facilities
- Convalescent facilities
- Group homes
- Halfway houses
- Residential board and custodial care facilities
- Social rehabilitation facilities

Group R-4 Occupancies shall meet the requirements for construction as defined for Group R-3 except as otherwise provided for in this code or shall comply with the International Residential Code in accordance with Tempe ~~Building Safety~~ Administrative Code, Section 101.4.2 and with International Building Code Section 424.

Sec. 308. Open flames.

Section 308.1.4 is hereby amended as follows:

308.1.4 Open-flame cooking devices. Charcoal burners and other open-flame devices shall not be operated on balconies/patios or within ten (10) feet (3048 mm) of combustible construction in Group R-1 or R-2 occupancies.

~~Section 308.3.1.1 is hereby repealed.~~

Sec. 505. Premises identification.

Section 505.1 is hereby amended as follows:

505.1. Address numbers. Approved numbers or addresses shall be provided for new and existing buildings in accordance with the Tempe Zoning and Development Code, Section 4-903 A and Tempe ~~Building Safety~~ Administrative Code, Section 112. Address numbers shall be maintained.

Sec. 803. Interior wall and ceiling finish and trim in existing buildings.

Section 803.4 is amended as follows:

803.4. Fire-retardant coatings. The required flame spread or smoke-developed classification of surfaces shall be permitted to be achieved by application of approved fire-retardant coatings, paints or solutions to surfaces having a flame spread rating exceeding that permitted. Such applications shall comply with NFPA 703 and the required fire-retardant properties shall be maintained or renewed in accordance with the manufacturer's instructions. Fire retardant coatings, paints or solutions shall be applied by personnel approved by the fire code official.

Sec. 901. General.

Section 901.6 is hereby amended as follows:

901.6. Inspection, testing and maintenance. Fire detection, alarm, firefighter breathing air and extinguishing systems, mechanical smoke exhaust systems and smoke and heat vents shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Non-required fire protection systems and equipment shall be inspected, tested and maintained or removed.

Sec. 903. Automatic sprinkler systems.

Section 903.2 is hereby amended as follows:

903.2. Where required. Approved automatic sprinkler systems in new buildings, structures, and other locations shall be provided in the locations described in Sections 903.2.1 through 903.2.12.

EXCEPTION: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with International Building Code, Section 707 or not less than 2-hour horizontal assemblies constructed in accordance with International Building Code, Section 711, or both.

~~Section 903.2.1 is hereby amended as follows:~~

903.2.1. New buildings or structures. All areas of new buildings or structures, and other locations required by this Chapter, shall be provided with an automatic fire sprinkler system complying with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3 as applicable.

EXCEPTIONS: Unless the use of the facility otherwise requires automatic fire sprinkler protection, fire sprinkler systems shall not be required for the following:

1. Group R-3 occupancies of 5,000 square feet or less and other occupancies, buildings or structures accessory to R-3 occupancies constructed using this code or the International Building Code, or the International Residential Code.

2. Individual Group R-3 townhouse units of 5,000 square feet or less and other occupancies accessory to R-3 townhouse when constructed and separated in compliance with the International Residential Code, or separated with a fire wall and in compliance with this code.

3. Detached non-combustible carports of 5,000 square feet or less in roof area in accordance with the International Building Code, Section 406.3.6.

4. In other than H occupancies, detached non-residential buildings of 1,000 square feet or less in floor area.

5. Detached non-combustible canopies less than 5,000 square feet in roof area used exclusively for vehicle fuel dispensing stations provided the fire separation distance required by the International Building Code, Table 602 is maintained from property lines or other buildings.

6. Non-combustible (columns, beams and roof members) shade canopies less than 5,000 square feet; not closer than 5 feet to any building, property line or other shade canopy; and shading one of the following: vehicles for sale at a dealership, vehicle washing or drying facilities, playground equipment, or outdoor eating areas without cooking.

7. Shade canopies less than 2000 square feet; not closer than 5 feet to any property line or other shade canopy; with a non-combustible frame and a membrane roof meeting the fire propagation performance criteria of NFPA 701 or has a flame spread index not greater than 25 when tested in accordance with ASTM E 84 or UL 723; shading one of the following: vehicles for sale at a dealership, vehicle washing or drying facilities, playground equipment, outdoor eating areas without cooking or similar uses.

8. Combustible shade canopies less than 1,000 square feet; not closer than 10 feet to any building, property line or other shade canopy; and shading one of the following: vehicles for sale at a dealership, vehicle washing or drying facilities, playground equipment, or outdoor eating areas without cooking.

9. Shipping containers used for non-hazardous storage purposes and not closer than 5 feet to any building, property line or other container.

10. Exterior roof overhangs or awnings of Type I, II OR III construction with no combustible storage beneath.

11. Exterior covered/enclosed walkways of Type I, II OR III construction with enclosing walls that are at least 50 percent open and complying with the International Building Code, and Section 3104 of this code.

12. Temporary covered walkways for the protection of pedestrians during construction, remodeling and demolition activities.

13. Factory built buildings utilized as temporary sales offices or construction offices.

14. Shade structures (attached or detached) located no closer than 5 feet to a property line and constructed of steel columns, beams and roof members where the roof is at least 75% open to the sky with roof members that are evenly spaced across the entire area of the structure.

15. DETACHED NONCOMBUSTIBLE SOLAR VOLTAIC POWER SYSTEMS INCLUDING PARKING SHADE STRUCTURES, CAR PORTS, SOLAR TRELLISES AND SIMILAR STRUCTURES NOT CLOSER THAN 5 FEET TO ANY BUILDING, STRUCTURE OR PROPERTY LINE.

Section 903.2.2. Group H-5 occupancies. An automatic sprinkler system shall be installed throughout buildings containing Group H-5 occupancies. The design of the sprinkler system shall not be less than that required by this code for the occupancy hazard classifications in accordance with Table 903.2.2. Where the design area of the sprinkler system consists of a corridor protected by one row of sprinklers, the maximum number of sprinklers required to be calculated is 13.

**TABLE 903.2.2
GROUP H-5 SPRINKLER DESIGN CRITERIA**

Location	Occupancy Hazard Classification
Fabrication areas	Ordinary Hazard Group 2
Service corridors	Ordinary Hazard Group 2
Storage rooms without dispensing	Ordinary Hazard Group 2
Storage rooms with dispensing	Extra Hazard Group 2
Corridors	Ordinary Hazard Group 2

~~Section 903.2.3. is hereby amended as follows:~~

903.2.3. Change of occupancy. An automatic sprinkler system complying with Section 903.3 shall be provided for an existing building or portion thereof undergoing a change of occupancy as follows, based upon the relative hazard levels indicated in Table 903.2.3:

1. When a change of occupancy is made to a higher level as shown in Table 903.2.3, the area or building shall be provided with an automatic fire sprinkler system.
2. When a change of occupancy is made within hazard level 1 as shown in Table 903.2.3, the area or building shall be provided with an automatic fire sprinkler system.
3. Any change of occupancy of a building or area of more than five thousand (5,000) square feet shall be retrofit with a fire sprinkler system.

**TABLE 903.2.3
EXISTING BUILDING HAZARD LEVELS**

Hazard Level	Building Occupancy Type
1 (highest)	H, I, R-1, R-2, R-4
2	A-2, A-5
3	A-1, A-3, A-4, E
4	B, F-1, M, S-1
5 (lowest)	F-2, S-2, U, R-3

Notes: Occupancies are as defined in this code.

When a change of occupancy of five thousand (5,000) square feet or less is made to a lower hazard level or within a hazard level (except hazard level 1), as shown in Table 903.2.3, the building is not required to be provided with an automatic fire sprinkler system.

This section is not intended to indicate all instances or circumstances where fire sprinkler systems are required; refer to this chapter and the Tempe Fire Code for other requirements.

~~Section 903.2.4. is hereby amended as follows:~~

903.2.4. Additions. All additions to existing buildings or structures and all buildings or structures that are expanded by an addition(s) shall be provided with an automatic fire protection system complying with Section 903.3 as applicable.

EXCEPTIONS:

1. An existing non-sprinklered building or structure and additions to such existing building, provided the occupancy of the existing building is not changed, the addition is the same occupancy, and the total area of all such additions to the building do not exceed one thousand (1,000) square feet.
2. Additions to existing non-sprinklered group R-3 occupancy or other buildings or structures accessory to R-3 occupancies provided the total building area is 5000 square feet or less.

The above exceptions do not supersede other requirements of the Tempe Fire Code.

Section 903.2.5. Rubbish and linen chutes. An automatic sprinkler system shall be installed at the top of rubbish and linen chutes and in their terminal rooms. Chutes extending through three (3) or more floors shall have additional sprinkler heads installed within such chutes at alternate floors. Chute sprinklers shall be accessible for servicing.

~~Section 903.2.6. is hereby amended as follows:~~

903.2.6. During construction. Automatic sprinkler systems required during construction, alteration and demolition operations shall be provided in accordance with the International Building Code Section 3313.

903.2.7. Ducts conveying hazardous exhausts. Where required by the Tempe Mechanical Code, automatic sprinklers shall be provided in ducts conveying hazardous exhaust, or flammable or combustible materials.

EXCEPTION: Ducts in which the largest cross-sectional diameter of the duct is less than ten (10) inches (254 mm).

903.2.8. Commercial cooking operations. An automatic sprinkler system shall be installed in commercial kitchen exhaust hood and duct system where an automatic sprinkler system is used to comply with Section 904.

~~Section 903.2.9. is hereby amended as follows:~~

903.2.9. Other required suppression systems. In addition to the requirements of Section 903.2, the provisions indicated in Table 903.2.9 and the International Building Code Table 903.2.11.6 also require the installation of a suppression system for certain buildings and areas.

**TABLE 903.2.9
ADDITIONAL REQUIRED FIRE SUPPRESSION SYSTEMS**

SECTION	SUBJECT
914.2.1	Covered and open mall buildings
914.3.1	High rise buildings
914.4.1	Atriums
914.5.1	Underground structures
914.6.1	Stages
914.7.1	Special amusement buildings
914.8.2, 914.8.5	Aircraft hangars
914.9	Flammable finishes
914.10	Drying rooms
914.11.1	Ambulatory care facilities
1028.6.2.3	Smoke protected assembly seating

SECTION	SUBJECT
1103.4.2	Existing Group I-2 occupancies
1103.4.1	Pyroxylin plastic storage in existing buildings
2703.10	HPM facilities
2703.10.1.1	HPM work station exhaust
2703.10.2	HPM gas cabinets and exhausted enclosures
2703.10.3	HPM exit access corridor
2703.10.4	HPM exhaust ducts
2703.10.4.1	HPM noncombustible ducts
2703.10.4.2	HPM combustible ducts
2807.3	Lumber production conveyor enclosures
2808.7	Recycling facility conveyor enclosures
3006.1	Class A and B ovens
3006.2	Class C and D ovens
Table 3206.2	Storage fire protection
3206.4	Storage
5003.8.4.1	Gas rooms
5003.8.5.3	Exhausted enclosures
5004.5	Indoor storage of hazardous materials
5005.1.8	Indoor dispensing of hazardous materials
5104.4.1	Aerosol warehouses
5106.3.2	Aerosol display and merchandising areas
5204.5	Storage of more than 1,000 cubic feet of loose combustible fibers
5306.2.1	Exterior medical gas storage room
5306.2.2	Interior medical gas storage room
5306.2.3	Medical gas storage cabinet
5606.5.2.1	Storage of smokeless propellant
5606.5.2.3	Storage of small arms primers
5704.3.7.5.1	Flammable and combustible liquid storage rooms
5704.3.8.4	Flammable and combustible liquid storage warehouses
5705.3.7.3	Flammable and combustible liquid Group H-2 or H-3 areas
6004.1.2	Gas cabinets for highly toxic and toxic gas
6004.1.3	Exhausted enclosures for highly toxic and toxic gas
6004.2.2.6	Gas rooms for highly toxic and toxic gas
6004.3.3	Outdoor storage for highly toxic and toxic gas

SECTION	SUBJECT
6504.1.1	Pyroxylin plastic storage cabinets
6504.1.3	Pyroxylin plastic storage vaults
6504.2	Pyroxylin plastic storage and manufacturing

SECTION	SUBJECT
914.2.1	Covered and open mall buildings
914.3.1	High rise buildings
914.4.1	Atriums
914.5.1	Underground structures
914.6.1	Stages
914.7.1	Special amusement buildings
914.8.2, 914.8.5	Aircraft hangars
914.9	Flammable finishes
914.10	Drying rooms
914.11.1	Ambulatory care facilities
1028.6.2.3	Smoke-protected assembly seating
1103.4.1	Pyroxylin plastic storage in existing buildings
1103.4.2	Existing Group I-2 occupancies
2108.2	Dry cleaning plants
2108.3	Dry cleaning machines
2309.3.2.6.2	Hydrogen motor fuel-dispensing area canopies
2404.2	Spray finishing in Group A, E, I or R
2404.4	Spray booths and spray rooms
2405.2	Dip-tank rooms in Group A, I or R
2405.4.1	Dip tanks
2405.9.4	Hardening and tempering tanks
2703.10	HPM facilities
2703.10.1.1	HPM work station exhaust
2703.10.2	HPM gas cabinets and exhausted enclosures
2703.10.3	HPM exit access corridor
2703.10.4	HPM exhaust ducts
2703.10.4.1	HPM noncombustible ducts
2703.10.4.2	HPM combustible ducts
2807.3	Lumber production conveyor enclosures
2808.7	Recycling facility conveyor enclosures
3006.1	Class A and B ovens
3006.2	Class C and D ovens
Table 3206.2	Storage fire protection
3206.4	Storage
5003.8.4.1	Gas rooms
5003.8.5.3	Exhausted enclosures
5004.5	Indoor storage of hazardous materials
5005.1.8	Indoor dispensing of hazardous materials

5104.4.1	Aerosol warehouses
5106.3.2	Aerosol display and merchandising areas
5204.5	Storage of more than 1,000 cubic feet of loose combustibile fibers
5306.2.1	Exterior medical gas storage room
5306.2.2	Interior medical gas storage room
5306.2.3	Medical gas storage cabinet
5606.5.2.1	Storage of smokeless propellant
5606.5.2.3	Storage of small arms primers
5704.3.7.5.1	Flammable and combustibile liquid storage rooms
5704.3.8.4	Flammable and combustibile liquid storage warehouses
5705.3.7.3	Flammable and combustibile liquid Group H-2 or H-3 areas
6004.1.2	Gas cabinets for highly toxic and toxic gas
6004.1.3	Exhausted enclosures for highly toxic and toxic gas
6004.2.2.6	Gas rooms for highly toxic and toxic gas
6004.3.3	Outdoor storage of highly toxic and toxic gas
6504.1.1	Pyroxylin plastic storage cabinets
6504.1.3	Pyroxylin plastic storage vaults
6504.2	Pyroxylin plastic storage and manufacturing

~~Section 903.2.10. is hereby amended as follows:~~

903.2.10. New shell buildings with unknown occupancy type or hazard classification. In new shell buildings constructed with an interior ceiling/deck height exceeding twenty (20) feet and the occupancy or hazard classification is unknown, the minimum fire sprinkler design criteria shall be .495/2000 sq. ft.

~~Section 903.2.11. is hereby amended as follows:~~

903.2.11. Existing fraternity and sorority houses. Any building used as a fraternity or sorority house as defined in this code, Section 202, shall be equipped with an approved automatic fire sprinkler system and shall come into compliance as determined by the fire code official.

~~Section 903.3.1.2 is hereby amended as follows:~~

903.3.1.2. NFPA 13R sprinkler systems. Where allowed in multi-family buildings, and Group R, Division 4 occupancies, automatic sprinkler systems shall be installed throughout in accordance with NFPA 13R, provided there are no deletions of sprinklers in bathrooms, closets (including those containing mechanical or electrical equipment), foyers, garages, carports, PATIOS, accessible areas under interior stairs and landings used for storage or living purposes.

~~Section 903.3.1.3 is hereby amended as follows:~~

903.3.1.3. NFPA 13D sprinkler systems. Where allowed, automatic sprinkler systems in one- and two- family dwellings shall be installed throughout in accordance with NFPA 13D, provided there are no deletions of sprinklers in bathrooms, closets (including those containing mechanical or electrical equipment), foyers, garages, carports, PATIOS, accessible areas under

interior stairs and landings used for storage or living purposes.

~~Section 903.3.6 is hereby repealed.~~

~~Section 903.3.7 is hereby repealed.~~

Sec. 905. Standpipe systems.

Section 905.4 Number 5 is hereby amended as follows:

Section 905.4 Location of Class I standpipe hose connections.

5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), a hose connection shall be located to serve the roof at the highest landing of stairways with stairway access to a roof, and on the roof where stairways do not access the roof. An additional hose connection shall be provided at the top of the most hydraulically remote standpipe for testing purposes.

~~Sec. 906. Portable fire extinguishers. [Repealed]~~

~~Section 906 is hereby repealed.~~

Sec. 907. Fire alarm and detection systems.

~~Section 907.2.10.1.2.1 is hereby repealed.~~

Section 907.2.11.5 is hereby added as follows:

907.2.11.5 Alterations, repairs and additions. When alterations, repairs or additions requiring a building permit occur, or when one or more sleeping rooms are added or created in existing dwellings, the individual dwelling unit shall be equipped with smoke alarms located as required for new dwellings.

EXCEPTIONS:

1. Work involving the exterior surfaces of dwellings, such as the replacement of roofing or siding, or the addition or replacement of windows or doors, or the addition of a porch or deck, are exempt from the requirements of this section.
2. Installation, alteration or repairs of plumbing or mechanical systems are exempt from the requirements of this section.

~~Section 907.3 is hereby repealed.~~

~~Section 907.3.1.1 is hereby repealed.~~

~~Section 907.3.1.5 is hereby repealed.~~

~~Section 907.3.1.7 is hereby repealed.~~

~~Section 907.3.1.8 is hereby repealed.~~

Sec. 915. Firefighter breathing air systems.

Section 915 is hereby added as follows:

915.1. Scope. The design, installation, and maintenance of firefighter breathing air systems shall be in accordance with this section.

915.2. Required installations. A firefighter breathing air system shall be installed in the following buildings:

1. Buildings classified as high-rise in accordance with the Building Code.
2. Underground buildings and structures, or components thereof, totaling ten thousand (10,000) square feet or more that is either more than two (2) floors below grade or more than thirty (30) feet below grade.

915.3. Permits and construction documents.

915.3.1. Permits. A fire permit is required to install, repair or modify a firefighter breathing air system.

915.3.2. Construction documents. Prior to the installation of a firefighter breathing air system, a minimum of two (2) sets of construction documents shall be submitted to the community development department for review and approval. Construction documents, special inspection forms, calculations, and other data shall be submitted in two (2) complete sets with each application for a permit. The construction documents shall be prepared by a design professional registered in Arizona. Construction documents shall be dimensioned and drawn upon suitable material. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the fire code official.

The plans submittal shall also include specifications for the tubing, fittings, and manufacturer data sheets for valves, pressure regulators, pressure relief devices, gauges, RIC universal air connections and cylinder filling hoses.

915.4. Contractor qualification. The firefighter breathing air system shall be installed by Arizona state licensed contractors. Proof of licensure shall be provided at the first inspection.

~~Section 914.5 is hereby amended as follows:~~

915.5. Design criteria.

~~Section 914.5.1 is hereby amended as follows:~~

915.5.1 The system shall be designed to at least one hundred twenty-five percent (125%) operating pressure.

~~Section 914.5.2 is hereby amended as follows:~~

915.5.2. The system shall be designed to fill, at each interior cylinder filling panel, one sixty-six (66) standard cubic foot compressed breathing air cylinder to a maximum pressure of four thousand five hundred (4,500) pounds per square inch gauge (psig).

915.5.3. The filling operation shall be completed in not more than two (2) minutes upon connection of the cylinder to the fill hose.

915.5.4. The minimum design flow of the breathing air piping system shall be calculated using two (2) interior cylinder filling panels operating simultaneously and located at the highest level above the fire department access.

915.6. *Operating pressure.* All components used in the system shall be rated to operate at a minimum pressure of five thousand (5,000) psig at seventy degrees (70° F).

915.7. *Marking.* System piping, gauges, valves and air outlets shall be clearly marked by means of steel or plastic labels or tags indicating their function. Markings used for piping systems shall consist of the content's name and include a direction of flow arrow. Markings shall be provided at each valve; at wall, floor or ceiling penetrations; at each change of direction; and at a minimum of every twenty (20) feet or fraction thereof throughout the piping system.

915.8. *Exterior fire department connection panel and enclosure.*

915.8.1. *Location.* A fire department connection panel shall be attached to the building or on a remote monument at the exterior of the building, at a location approved by the fire code official. The panel shall be secured inside of a weather resistant enclosure. The panel shall be within fifty (50) feet of an approved roadway or driveway, or other location approved by the fire code official. The enclosure shall be visible and accessible on approach to the building.

915.8.2. *Construction.* The fire department connection panel shall be installed in a cabinet constructed of minimum eighteen (18) gauge carbon steel, and shall be provided with coating to protect the cabinet from corrosion.

915.8.3. *Vehicle protection.* When the panel is located in an area subject to vehicle traffic, impact protection shall be provided in accordance with this code.

915.8.4. *Enclosure marking.* The front of the enclosure shall be marked "FIREFIGHTER AIR SYSTEM" on securely attached steel, plastic engraved or painted plate. The lettering shall be in a color that contrasts with the enclosure front and in letters that are a minimum of two (2) inches high with three-eighths (3/8) inch brush stroke. The marking of the enclosure shall be

visible.

915.8.5. Enclosure components. The enclosure shall house a fire department connection panel containing the following components:

1. One male rapid intervention crew/company universal air connection (RIC UAC) fitting. When connected to a female fitting, the assembled UAC shall meet the construction, performance and dimensional requirements of NFPA 1981, Standard on Open-Circuit Self-Contained Breathing Apparatus for Fire and Emergency Services 2007 Edition.
2. Two (2) pressure gauges. The face of the pressure gauge shall be a minimum of two and one-half (2.5) inch diameter. The gauge shall have a pressure range of zero to ten thousand (0-10,000) psig and indicating units shall not be less than one hundred (100) psig or greater than two hundred fifty (250) psig increments. One pressure gauge shall be provided and marked to indicate the fill pressure. One pressure gauge shall be provided and marked to indicate the system pressure.
3. One pressure regulator. One pressure regulator shall be installed between the RIC UAC fitting and the safety relief valve. The set pressure of the regulator shall not exceed the inlet pressure specified for the male RIC UAC fitting.
4. One spring-loaded safety relief valve. A spring-loaded safety relief valve shall be installed downstream of the pressure regulator inlet. The relief valve shall meet the requirements of the ASME Boiler and Pressure Vessel Code, Section VIII, Unfired Pressure Vessels, and shall not be field adjustable. The relief valve shall have a set-to-open pressure not exceeding 1.1 times the design pressure of the system.
5. One shutoff valve. The shutoff valve shall be installed upstream of the male RIC UAC connection and check valve.
6. One check valve. The check valve shall be installed between the male RIC UAC connection and the shutoff valve.
7. Instructions. Instructions explaining how to operate the shutoff valve shall be posted.
8. Tubing, fittings, adapters and supports. As required.

915.8.6. Security. To prevent unauthorized access to or tampering with the system, the fire department connection panel enclosure shall be maintained locked by an approved means.

915.8.7. Fire department key box. A fire department key box shall be provided adjacent to the fire department connection panel and enclosure. A key for the enclosure shall be provided in the key box.

915.9. Interior cylinder fill panels and enclosure.

915.9.1. Location. The panel shall be located a minimum of thirty-six (36) inches but not more than sixty (60) inches above the finished floor. Cylinder fill panels shall be installed in the interior of buildings as follows:

1. High rise buildings. An interior cylinder fill panel and enclosure shall be installed at an approved central location on floors of high rise buildings commencing on the third floor above grade and every third floor thereafter. In addition, if basements exist greater than two (2) floors below grade, the fill panels will commence on the grade level and every third below grade level thereafter.
2. Underground structures as defined by Section 915.2 An interior cylinder fill panel and enclosure shall be installed in approved locations on the grade level and every third below grade level thereafter.

915.9.2. Cabinet requirements. Each cylinder fill panel shall be installed in a cabinet constructed of minimum eighteen (18) gauge carbon steel. The depth of the cabinet shall not create an exit obstruction. With the exception of the shutoff valve, pressure gauges, fill hoses and ancillary components, no system components shall be visible and shall be contained behind a minimum eighteen (18) gauge interior panel.

915.9.3. Door. Hinges for the cabinet door shall be located inside of the cabinet. The door shall be arranged such that when the door is open, it does not reduce the required exit width or create an obstruction in the path of egress.

915.9.4. Cabinet marking. The front of each cylinder fill panel shall be marked "FIREFIGHTER AIR SYSTEM." The lettering shall be in a color that contrasts with the cabinet front and in letters that are a minimum of two (2) inches high with three-eighths (3/8) inch brush stroke. The marking of the cabinet shall be visible to emergency response personnel.

915.9.5. Cabinet components. The cabinet shall be of sufficient size to allow for the installation of the following components:

1. One shutoff valve. Shutoff valve to be located between the cylinder fill panel and the main compressed air riser. It is permissible to locate this shutoff valve outside of the cylinder fill panel.
2. Two (2) pressure gauges. The face of each pressure gauge shall be a minimum two and one-half (2.5) inch diameter. The gauge shall have a pressure range of zero to ten thousand (0-10,000) psig and indicating units shall not be less than one hundred (100) psig or greater than two hundred fifty (250) psig increments. One pressure gauge shall be provided and marked to indicate the fill pressure on the four thousand five hundred (4,500) psig connections.
3. One pressure regulator. One regulator shall be installed between the safety relief valve and the four thousand five hundred (4,500) psig fill connection. The set pressure of the regulator shall not exceed the discharge pressure specified for the RIC

UAC fitting.

4. One spring-loaded safety relief valve. A spring-loaded safety relief valve shall be installed downstream of the four thousand five hundred (4,500) psig pressure regulator inlet. The relief valve shall meet the requirements of the ASME Boiler and Pressure Vessel Code, Section VIII, Unfired Pressure Vessels, and shall not be field adjustable. The relief valve shall have a set to open pressure not exceeding 1.1 times the design pressure of the system.
5. Four (4) four thousand five hundred (4,500) psig self-contained breathing apparatus (SCBA) fill hoses with RIC UAC fittings. When protective caps are provided, they shall be equipped with a retainer so the cap cannot be disconnected from the hose.
6. Tubing, fittings, adapters and supports. As required.

915.9.6. Cylinder filling hose. The design of the cabinet shall provide a means for storing the hose to prevent kinking. When the hose is coiled, the brackets shall be installed so that the hose bend radius is maintained at four (4) inches or greater. The discharge outlet of each cylinder filling hose shall have a female RIC UAC. The female fitting shall be designed to connect to a male RIC UAC. The assembled RIC UAC shall meet the construction, performance and dimensional requirements of NFPA 1981, Standard on Open Circuit Self-Contained Apparatus for Fire and Emergency Services, 2002 Edition, Section 6.4.

915.9.7. Security. To prevent unauthorized access to or tampering with the system, each panel cover shall be maintained locked by an approved means.

915.10. Installation of components.

915.10.1. Pressure monitoring switch. An electric low pressure monitoring switch shall be installed in the piping system to monitor the air pressure. The pressure switch shall be connected to the building's fire alarm system. The pressure switch shall transmit a supervisory signal when the pressure of the breathing air system is less than three thousand (3,000) psig at seventy degrees (70° F) plus one hundred (100) psig. If the building is not equipped with a fire alarm system, activation of the pressure switch shall activate an audible alarm located at the building's main entrance. A weather resistant sign shall be provided adjacent to the audible alarm stating "FIREFIGHTER AIR SYSTEM – LOW AIR PRESSURE ALARM." The lettering shall be in a contrasting color and the letters shall be a minimum of two (2) inches high with three-eighths (3/8) inch brush stroke.

915.10.2. Tubing. Piping shall be constructed of stainless steel or other approved materials that are compatible with breathing air. The use of nonmetallic materials shall be compatible with breathing air. When stainless steel tubing is used, it shall meet ASTM A-269, Grade 316 or an equal standard. Stainless steel fitting shall be a minimum .375 outside diameter x .065 wall 316 fully annealed seamless. Stainless steel fittings shall be at least Grade 316 and meet the requirements of ASTM A-479 or equal. Routing of tubing and bends shall be such as to protect the tubing from mechanical damage. When piping must pass through a fire-rated assembly or other solid material, the piping shall be protected by a schedule 40 steel sleeve that is at least three (3) times the pipe diameter extending at twelve (12) inches past the assembly. Both ends of

the sleeve shall be filled with an approved non-intumescent fire stop material.

915.10.3. Support. Piping shall be supported at maximum intervals of five (5) feet. Individual tubing clamps and mounting components shall be mechanically secured to the building support-members in accordance with manufacturers specifications.

915.10.4. Fittings. Fittings shall be constructed of stainless steel or other approved materials that are compatible with breathing air. The use of nonmetallic materials shall be compatible with breathing air. Stainless steel fittings shall be at least Grade 316 and meet the requirements of ASTM A-479 or an equal standard.

915.10.5. Prohibition. The use of carbon steel, iron pipe, malleable iron, high strength gray iron, or alloy steel is prohibited.

915.11. System assembly requirements. The system shall be an all welded system except where the tubing joints are readily accessible and at the individual air fill panels. When mechanical high-pressure tube fittings are used, they shall be approved for the type of materials to be joined and rated for the maximum pressure of the system. Welding procedures shall meet nationally recognized standards of good practice. Prior to and during the welding of sections of tubing, a continuous, regulated dry nitrogen or argon purge at three (3) psig shall be maintained to eliminate contamination with products of the oxidation or welding flux. The purge shall commence a minimum of two (2) minutes prior to welding operations and continue until the welded joint is at an ambient temperature of sixty degrees (60° F) to eighty degrees (80° F).

915.12. Prevention of contamination. The installing contractor shall ensure that, at all times, the system components are not exposed to contaminants, including but not limited to, oils, solvents, dirt and construction materials. When contamination of system components has occurred, the affected component shall not be installed in the system.

915.13. Testing and inspection.

915.13.1. Testing. Following the initial fabrication, assembly, and installation of the piping distribution system, exterior connection panel and interior cylinder fill panels, the fire medical rescue department shall witness the pneumatic testing of the complete system at a minimum test pressure of five thousand five hundred (5,500) psi using oil free dry air, nitrogen or argon. A minimum twenty-four (24) hour pneumatic or hydrostatic test shall be performed. During this test, all fittings, joints and system components shall be inspected for leaks. A solution compatible with the system component materials shall be used on each joint and fitting. Any defects in the system or leaks detected shall be documented on an inspection report, repaired or replaced. A test of the low pressure monitoring switch shall be performed. Each air fill panel shall be tested for compatibility with the fire medical rescue department's SCBA RIC UAC. The pipe or tubing manufacturer mill report shall be provided to the fire medical rescue department.

915.13.2. A minimum of two (2) samples shall be taken from separate air fill panels and submitted to an independent certified gas analysis laboratory to verify the system's cleanliness and that the air is certified as breathing air. The laboratory shall submit a written report of the analysis to the fire medical rescue department documenting that the breathing air complies with this section.

915.13.3. During the period of air quality analysis, the air fill panel inlet shall be secured so that no air can be introduced into the system and each air fill panel shall be provided with a sign stating "AIR QUALITY ANALYSIS IN PROGRESS, DO NOT FILL OR USE ANY AIR FROM THIS SYSTEM." This sign shall be a minimum of eight and one half (8-1/2) inches by eleven (11) inches with minimum of one inch lettering.

915.13.4. *Special inspection.* Prior to the final acceptance of the firefighter breathing air system, the building owner shall provide for the special inspection, testing and certification of the system. Special inspections shall be administered as required by Section 1704 of the International Building Code. At a minimum, the inspections shall include verifying the system's compatibility with the fire medical rescue department's SCBA apparatus, the system's ability to maintain five thousand (5,000) psi working pressure, the operability of the low pressure monitoring switch and that the system's air quality complies with the requirements of Section 915.12. Prior to final acceptance, the building owner shall provide the fire medical rescue department with written verification of a testing and certification contract. Upon satisfactory completion of all city fire code inspections, special inspection, tests, and verification of air quality, the system shall be considered complete.

915.14. *Annual maintenance inspections.* The breathing air within the system shall be inspected at least annually in accordance with this section. As part of the inspection, one air sample shall be taken and certified as breathing air in accordance with this section. The laboratory test results shall be maintained onsite and readily available for review by the fire medical rescue department.

~~Sec. 1007. Accessible means of egress. [Repealed]~~

~~Section 1007 is hereby repealed.~~

Sec. 1008. Doors, gates and turnstiles.

Section 1008.1.4 is hereby amended as follows:

1008.1.5. *Floor elevation.* There shall be a floor or landing on each side of a door. Such floor or landing shall be at the same elevation on each side of the door. Landings shall be level except for exterior landings, which are permitted to have a slope not to exceed 0.25 unit vertical in twelve (12) units horizontal (two percent (2 %) slope).

EXCEPTIONS:

1. Exterior decks, patios or balconies that are part of Type B dwelling units, have impervious surfaces and that are not more than four (4) inches (102 mm) below the finished floor level of the adjacent interior space of the dwelling unit, provided the door, other than an exterior storm or screen door, does not swing over the landing.

~~Section 1008.1.8.3 is hereby repealed.~~

~~Section 1008.1.9 is hereby repealed.~~

~~Section 1015 is hereby added as follows:~~

Sec. 1015. Exit and exit access doorways.

Section 1015.2.2 is hereby added as follows:

1015.2.2. Three or more exits or exit access doorways. Where access to three or more exits is required, at least two exit doors or exit access doorways shall be arranged in accordance with the provisions of Section 1015.2.1. Additional required exit doors or exit access doorways shall be spaced so a minimum distance of one fourth of the length of the maximum overall diagonal dimension of the area served is maintained between any other required exit door or exit access doorway.

~~Sec. 1019. Number of exits and continuity.~~

~~Section 1019.2 is hereby repealed.~~

Section 1021 is hereby amended as follows:

Sec. 1021 Number of exits and exit configuration

Table 1021.2.2 is hereby amended as follows:

**TABLE 1021.2.2
STORIES WITH ONE EXIT OR ACCESS TO ONE
EXIT FOR OTHER OCCUPANCIES**

Story	Occupancy	Maximum Occupants per Story	Maximum Exit Access Travel Distance
First Story or Basement	A, B ^B , E, F ^B , M, U, S ^B	49 Occupants	75 Feet
	H-2, H-3	3 Occupants	25 Feet
	H-4, H-5, I ^D , R-1 ^D , R-2 ^{A,C} , R-4 ^D	10 Occupants	75 Feet
	S ^A	29 Occupants	100 Feet
Second Story	B ^B , F, M, S ^A	29 Occupants	75 Feet
Third Story	NP	NA	NA

FOR SI: 1 FOOT = 304.8 MM.

NP – Not permitted
NA – Not applicable

A. Buildings classified as Group R-2 equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2 and provided with emergency escape and rescue openings in accordance with Section 1029.

B. Group B, F and S occupancies in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 shall have a maximum travel distance of 100 feet.

C. This table is used for R-2 occupancies consisting of sleeping units. For R-2 occupancies consisting of dwelling units, use table 1021.2(1).

D. R-4 and I-1 occupancies for adult or child care facilities are not permitted to have only one exit.

~~Sec. 1024. Exit discharge. [Repealed]~~

~~Section 1024. Exit Discharge is hereby repealed.~~

~~Section 1024 is hereby added as follows:~~

Sec. 1024. Luminous egress path markings.

Section 1024.1 is hereby added as follows:

1024.1. General. Approved luminous egress path markings delineating the exit path shall be provided in high-rise building occupancies in accordance with Sections 1024.1 through 1024.5.

EXCEPTIONS: Luminous egress path markings shall not be required on the level of exit discharge in lobbies that serve as part of the exit path in accordance with Section 1027.1, Exception 1.

~~Section 1103 is hereby added as follows:~~

Sec. 1103. Fire safety requirements for existing buildings.

Section 1103.8.2 is hereby amended as follows:

1103.8.2. Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling or sleeping unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are

installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

EXCEPTIONS:

1. Interconnection is not required in buildings that are not undergoing *alterations*, repairs or construction of any kind except R-3 care facilities and R-4 occupancies.
2. Smoke alarms in existing areas are not required to be interconnected except R-3 care facilities and R-4 occupancies where *alterations* or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available which could provide access for interconnection without the removal of interior finishes.

~~Sec. 2403. Temporary tents, canopies and membrane structures. [Repealed]~~

~~—Section 2403 is hereby repealed.~~

Sec. 3103. Temporary tents and membrane structures.

Section 3103.2 is hereby amended as follows:

EXCEPTIONS:

2. Tents open without sidewalls or drops on 75 percent or more of the perimeter which comply with all of the following:
 - 2.1. Individual tents having a maximum size greater than 900 square feet (84m²).
 - 2.2. The aggregate area of multiple tents placed side by side without a fire break clearance of 12 feet (3658 mm), not exceeding 900 square feet (84m²) total.

~~Sec. 3308. Fireworks display.~~

~~—Section 3308 is hereby amended as follows:~~

Sec. 5608. Fireworks display.

Section ~~3308.1~~ 5608.1 is hereby amended as follows:

5608.1. General. The display of fireworks, including proximate audience displays and pyrotechnic special effects in motion picture, television, theatrical, and group entertainment productions, shall comply with this chapter and NFPA 1123 or NFPA 1126. The indoor use of fireworks and pyrotechnic special-effect materials shall be prohibited.

~~Chapter 45. Referenced standards. [Repealed]~~

~~—Chapter 45 is hereby repealed.~~

Secs. 14-42—14-49. Reserved.

Section 2. Pursuant to City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this ____ day of _____, 2016.

Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

REVISED



**CITY OF TEMPE
REQUEST FOR COUNCIL ACTION**

**Council Meeting Date: 01/14/2016
Agenda Item: 6C3**

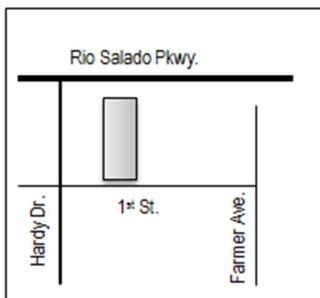
ACTION: Hold a public hearing to adopt a resolution authorizing a General Plan Projected Density Map Amendment from Medium to High Density (up to 25 du/ac) to High Density-Urban Core (more than 65 du/ac); hold the second and final public hearing to adopt an ordinance for a Zoning Map Amendment from GID to MU-4 and a Planned Area Development Overlay; and, approve a development plan review for CRESCENT RIO consisting of a new mixed-use development containing 356 units and 5 live-work units, located at 700 West 1st Street. The applicant is Charles Huellmantel, Huellmantel & Affiliates. (Note, the General Plan Amendment requires an affirmative vote of at least two-thirds (2/3) of the City Council; therefore a Council vote of 5 of 7 is required for approval.) (Ordinance No. O2016.03; Resolution No. R2016.01) **City Clerk's note: The applicant has requested that this item be continued to the January 28, 2016, Regular Council Meeting.**

FISCAL IMPACT: While this ordinance change does not directly impact revenue, the planned development will result in collection of the standard development fees, calculated according to the approved fee structure at the time of permit issuance.

RECOMMENDATION: Denial Resolution No. R2016.01 and Ordinance No. O2016.03
Staff – Denial of Development Plan Review, if an affirmative action is taken subject to conditions
Development Review Commission – ~~scheduled to be heard December 8, 2015~~ **Approval (6-1 vote)**

BACKGROUND INFORMATION: CRESCENT RIO (PL150283) is a proposed 90'-0" high, mixed-use building containing 356 dwelling units and 5 live-work units. **AN AFFIRMATIVE VOTE BY AT LEAST TWO-THIRDS (2/3) OF THE CITY COUNCIL IS REQUIRED TO APPROVE THE GENERAL PLAN DENSITY MAP AMENDMENT.** The request includes the following:

1. General Plan Projected Density Map Amendment from Medium to High Density (up to 25 du/ac) to High Density-Urban Core (more than 65 du/ac). (5 of 7 votes required)
2. Zoning Map Amendment from GID RSOD (General Industrial District, Rio Salado Overlay District) to MU-4 (Mixed-Use, High Density-Urban Core) RSOD
3. Planned Area Development Overlay to establish development standards for a new mixed-use project with a density of 112 du/ac, a maximum 90'-0" building height, 74% lot coverage, and 14% landscape area, with defined setbacks and parking ratios.
4. Development Plan Review including site plan, building elevations, and landscape plan.



Existing Property Owner	Spagnuolo Investments, LLC
Future Owner	City of Tempe
Applicant	Crescent Communities
Zoning District(current/proposed)	Charles Huellmantel, Huellmantel and Affiliates
Gross/Net site area	GID RSOD / MU-4 PAD RSOD
Density	3.165 acres
Unit Types	112 du/ac, 356 units (no standard) (GID, n/a)
	56 studio
	201 one bedroom
	94 two bedroom
	5 live-work
Lot Coverage	74% (no standard) (GID, no standard)
Building Height	90'-0" (no standard) (GID, 35'-0")
Building Setbacks	0' front (Rio Salado), 12' side (west), 7' side (east)
	9' rear (1st Street) / (GID 25', 0', 0', 0')
Landscape area	14% (no standard) (GID, 10%)
Vehicle Parking	629 spaces (629 minimum required)
Bicycle Parking	340 spaces (340 min. required)

ATTACHMENTS: Ordinance, Resolution, Development Project File, Letter from Applicant, and Public Comment

STAFF CONTACT(S): Ryan Levesque, Deputy Community Development Director – Planning, (480) 858-2393

Department Director: Dave Nakagawara, Community Development Director

Legal review by: Teresa Voss, Assistant City Attorney

Prepared by: Obenia Kingsby II, Planner I

COMMENTS

This site is located on the north side of 1st Street and on the south of Lakeside Drive (south of Rio Salado Parkway). It is east of Hardy Drive and west of Farmer Avenue. The property is currently zoned GID and is within the Rio Salado Overlay district. It is located approximately 1,320 feet west of the Transportation Overlay District Corridor Area and approximately 2,600 feet from the nearest light rail station.

The site currently contains office, manufacturing, and industrial buildings. To the east and west are properties consisting of industrial uses. The far north portion of the site, along Rio Salado Parkway, is identified to be developed with a sidewalk and parking spaces. The land north of the proposed property line, to the public right of way, identified on the plan is owned by the City of Tempe; the city has authorized the applicant to obtain an easement for access and development of the parking spaces.

This request includes the following:

1. General Plan Projected Density Map Amendment from Medium to High Density (up to 25 du/ac) to High Density-Urban Core (more than 65 du/ac).
2. Zoning Map Amendment from GID RSOD (General Industrial District, Rio Salado Overlay District) to MU-4 (Mixed-Use, High Density-Urban Core) RSOD
3. Planned Area Development Overlay to establish development standards for a new mixed-use project with a density of 112 du/ac, a maximum 90'-0" building height, 74% lot coverage, and 14% landscape area, with defined setbacks and parking ratios.
4. Development Plan Review including site plan, building elevations, and landscape plan for a 90'-0" mixed-use development, containing 356 dwelling units and 5 live-work units.

For further processing, the applicant will need approval for a Subdivision Plat.

PRELIMINARY SITE PLAN REVIEW

- July 16, 2015: Preliminary Site Plan Review was completed. Primary comments were to reduce the density of project to high density which is up to 65 du/ac, clearly identify commercial component of project, recommendation to add commercial to portion that fronts on Rio Salado and work with staff to determine required acquisition of City of Tempe property. Staff requested that a second preliminary submittal is needed based on lack of information and details not being provided on plans, including concerns about depicting property of the project and key project data.
- August 24, 2015: Formal application was submitted (2nd Review). Comments made by staff included: reducing the density to no more than 65 du/ac, applicant provide amount of city land that will need to be obtained for the project, provide material samples, work with City of Phoenix to determine the parameters needed to be set for building in close proximity to the Val Vista Water Line Easement.
- September 4, 2015: Applicant provided Transportation Impact Statement a Traffic Impact Study. Staff comments were provided to the applicant.
- September 18, 2015: 3rd Review comments were provided. Primary comment was to provide building elevations with better details and resolution. Elevations were not a good representation of the physical materials provided, staff wanted

to see the actual materials being proposed be reflected on the elevations.

- October 15, 2014 2015: 4th Review comments were provided. Primary comments included; applicant provide staff with a site plan that indicates what the finalized property line will be so that density and other project data would be accurate, provide an updated letter of explanation once proposed property line was determined and other project data and informed applicant that the unit types proposed showed two 1 bedroom design being classified as studios and that parking requirements will need to be adjusted to make this change.

NOTE: During the time all of these reviews took place staff and applicant had meetings between submittal dates and staff expressed concerns to the applicant in regards to density, and building height, and mass proposed for project. Staff urged applicant to reduce density to no more than 65 du/ac and to decrease the height of project to be consistent with other multi-family/mixed-use development in the near vicinity.

PUBLIC INPUT

- A neighborhood meeting was held on September 28, 2015. In addition to the applicant's team members, approximately two individuals were in attendance. The applicant's meeting summary is attached.
- November 16, 2015: Staff received concerns via email regarding this project. Please see the public input attachment.

DEVELOPMENT REVIEW COMMISSION

~~On November 12, 2015 Crescent Rio was scheduled to be heard by the Development Review Commission. The applicant formally addressed the Commission requesting a continuance to December 8, 2015, so they can work with staff regarding concerns about the project. The commission granted the continuance and provided input on aspects of the project that were concerning and request additional information; the applicant agreed to address those concerns and provide the requested items. Their input and requests consisted of; scaling down the south elevation, adding turf to 1st Street end of project and providing a perspective that demonstrates the scaling of this proposal to other mixed use and residential developments along 1st Street.~~

~~The applicant submitted revised plans on November 20, 2015 to staff. Upon review of these plans the applicant has made an attempt to accommodate the commission and staff's concerns. The south elevation has been scaled down by removing the 7th level and mezzanine facing 1st Street, changes in vertical/horizontal planes to create a more pedestrian environment along 1st Street and provide a building height step back effect with appropriate massing. The updated landscape plans show turf on the project. The proposed turf areas will need to be modified; removing portions from the right of way, which is restricted by code.~~

~~Staff is in general support of the changes being made subject to the conditions. Staff's initial direction was to remove the height to 5 stories w a 6th level mezzanines for variation in building height. If acceptable by commission, modifications to condition #7 for the Zoning Amendment and Planned Area Development Overlay would be necessary.~~

~~This request was heard at the December 8, 2015 Development Review Commission hearing. A summary of that hearing will be provided for the second City Council hearing on January 14, 2016.~~

~~At the Development Review Commission hearing on December 8, 2015, there were no individuals from the public commented on this project. The applicant provided a list of requested revisions to the staff's conditions; the commission modified those conditions.~~

PROJECT ANALYSIS

GENERAL PLAN

The General Plan 2040 projects this property as "Mixed-Use, Medium to High Density" (up to 25 du/ac). The applicant proposes to modify the Projected Density map from "Medium to High Density" (up to 25 du/ac) to "High Density-Urban Core" (more than 65 du/ac).

Surrounding governmental agencies and utilities have been notified by the City of Tempe of this proposed General Plan Amendment. As of the completion of this report, there have been no responses.

The project complies with the existing Mixed-Use projected land use of the General Plan 2040. This category encourages creatively designed developments which create a living environment, reflective of a village concept, in which there is the opportunity to live, work and recreate in the same development or within the area. The MU-4 zoning district allows the mix of uses being proposed. This request complies with the projected land use with the integration of a small co-work office space.

The existing General Plan projected residential density for this site is Medium to High Density (up to 25 du/ac). See the existing General Plan 2040 Projected Density Map of the area below.

Existing General Plan 2040 Project Density Map:



The requested density of 112 du/ac would require an amendment to the High Density-Urban Core category (more than 65 du/ac). The Projected Density map identifies areas intended for High Density-Urban Core development as generally south of the Loop 202, north of Apache Boulevard, east of the railroad tracks, and west of Dorsey Lane. These areas are along the Light Rail Transit corridor and within a Land Use Hub that includes the Town Lake District, Downtown/Mill Avenue District, and ASU/Stadium District. See Attachment 3 for General Plan 2040 Figure 3 Land Use Hubs.

The proposed density is not aligned with the General Plan objectives. Land Use Goal Objective LU1 is to “Establish development of multiple hubs with higher density cores serving the surrounding neighborhoods as its mixed-use urban activity center.” The first strategy of this objective is to “Intensify higher density mixed-use redevelopment within hubs.” The request ignores the intent of the land use hubs to encourage that the highest density developments be concentrated in the downtown. Objective LU3 is “seek balance and compatibility of new land use development with established residential neighborhoods.” There are no developments along 1st Street and west of Ash Avenue are designated as more than 65 du/ac. The majority of properties on the north and south sides of 1st Street are designated as up to either 15 du/ac or 25 du/ac. Developments along 1st Street, between Farmer Avenue and Hardy Drive are the 525 Town Lake Condominiums and Regatta Pointe Condominiums, both with a density category of up to Medium to High Density (up to 25 du/ac). The only exceptions along 1st Street are Skywater at Town Lake (formerly Argo at Town Lake) and recently approved Broadstone Lakeside, with density categories of up to 65 du/ac. Though all sites are reviewed on a case-by-case basis, approval of a development on 1st Street with a density of more than 65 du/ac could encourage higher density developments in the future and lose track of the intended mid-range residential density planned for this neighborhood.

In order to redevelop the site with a density that is compatible with the established residential neighborhood, staff recommends denial of the requested High Density-Urban Core (more than 65 du/ac) and approval of High Density (up to 65 du/ac). This would require a decrease of the proposed density from 112 du/ac to a maximum of 65 du/ac for a total of 156 fewer units (356 down to 205).

Section 6-303 D. Approval criteria for General Plan amendment (*in italics*):

1. *Appropriate short and long term public benefits.* While the General Plan 2040 encourages redevelopment of this

site as mixed-use that includes a residential component, the proposed density is out of character with the expected density of the neighborhood. Approval of a lower density will allow redevelopment of the site while maintaining the desired character.

2. *Mitigates impacts on land use, water infrastructure or transportation.* The development will intensify the use of water infrastructure and transportation, but this is expected in this corridor and the intensification is within design limits.
3. *Helps the city attain applicable objectives of the General Plan.* Development of the site at the recommended density (up to 65 du/ac) will help attain several objectives of the General Plan, including: seeking balance and compatibility of new land use development within established neighborhoods and promoting compact, efficient infill development.
4. *Provides rights-of-way, transit facilities, open space, recreational amenities or public art.* The proposed project does not require additional rights-of-way or transit facilities.
5. *Potentially negative influences are mitigated and deemed acceptable by the City Council.* The recommended density will be the highest along 1st Street in the immediate vicinity; it will set a precedence of more than 65 du/ac. The density will result in a development which is significantly different in character than the adjacent properties. The requested height of 90' will consist of seven (7) above grade levels; two (2) garage, five (5) residential and one (1) mezzanine. Building height along 1st Street will be scaled down to 85' with highest portion of building being need for the elevator shaft; to top of parapet will be 73'.
6. *Judgment of the appropriateness of the amendment with regard to market demands, and impacts on surrounding area, service, fiscal, traffic, historic properties, utilities and public facilities.* The request meets the demand for increased multi-family housing in an area close to the downtown. The applicant will bear all costs related to a need for increased infrastructure capacity adjacent to the site.

ZONING

The proposed Zoning Map Amendment from GID to a mixed use district conforms to the existing General Plan Projected Land Use category of Mixed-Use. The zoning is appropriate to other site along 1st Street, which are zoned mixed-use. While the applicant could request the MU-3 district, which permits a density up to 25 du/ac, a density of up to 63 du/ac was approved for the Skywater development to the east and most recently Broadstone Lakeside with a density of up to 65 du/ac. This neighborhood is adjacent to the downtown and within reasonable proximity to a light rail corridor, where an increased number of residents would have access to employment, services, and transit.

Section 6-304 C.2. Approval criteria for Zoning amendment (*in italics*):

1. *The proposed zoning amendment is in the public interest,* because it will eliminate the existing industrial uses in an area intended for mixed-use development and enhance the street frontage along 1st Street.
2. *The proposed zoning amendment conforms with and facilitates implementation of the General Plan,* as it is necessary to implement the existing Land Use category.

PLANNED AREA DEVELOPMENT

The applicant requests a Planned Area Development (PAD) Overlay consisting of 356 dwelling units and 5 live-work units within a 90'-0" high building. The table below shows a comparison of the development standards for the GID zoning district and the proposed MU-4 zoning with PAD Overlay.

CRESCENT RIO – PAD Overlay			
Standard	GID	PROPOSED MU-4 PAD	Change
Residential Density (du/ac)	n/a	356	Increase
Building Height (feet) [Exceptions, see Section 4-205(A)]			
Building Height Maximum	35'	90'	Increase

Building Height Step-Back Required Adjacent to SF or MF District [Section 4-404, Building Height Step-Back]	Yes	Yes	n/a
Maximum Lot Coverage (% of net site area)	40%	74%	Increase
Minimum Landscape Area (% of net site area)	10%	14%	Increase
Setbacks (feet) (a) [Exceptions, see Section 4-205(B)]			
Front (north, Rio Salado Parkway)	25'	0'	Decrease
West Side	0'	12'	Increase
East Side	0'	7'	Increase
Rear (south, 1 st Street)	0'	9'	Increase

The table below is a comparison of other PADs approved along 1st Street:

PAD Overlay Comparison				
Standard	Regatta Pointe Condominiums (2001)	Residences at Town Lake Condominiums (2005)	Skywater (Argo) Apartments (2012)	Broadstone Lakeside (2015)
Zoning	MG (prior to MU)	MU-2	MU-4	MU-4
Acres	5.49 acres	3.3 acres	5.72 acres	2.40
Number of Units	136	67	328	150
Residential Density	25 du/ac	20 du/ac	63 du/ac	62.5 du/ac
Building Height (feet)				
Building Height Maximum	64'(3-4 stories over garages)	35' (3 stories)	90' (70' T.O. parapet)	60'
Maximum Lot Coverage (% of net site area)	20%	26%	75%	55%
Minimum Landscape Area (% of net site area)	25%	49%	43% (including podium amenity deck)	20%
Setbacks (feet) (a) [Exceptions, see Section 4-205(B)]				
South (1 st Street)	10'	20'	0'	11'-1"
Side (east side)	Approx. 12' (not specified in PAD)	12'	34'	6'-8"
Side (west side)	Approx. 8' garage, 40' units (not specified in PAD)	19'	34'	6'-10"
Rear (north)	Approx. 27' (not specified in PAD)	25'	0'	11'-9"
Studio	0	0	32	32
1 Bedroom	22	0	135	63
2 Bedroom	106	60	136	71
3 Bedroom	0	0	16	2
Live Work	8	7	9	

Commercial space	0	0	2,647 s.f.	2,053 s.f.
Vehicle Parking Required	307	148	664	269
Vehicle Parking Provided	277	148	559	314
Bicycle Parking Required	162	34	250	160
Bicycle Parking Provided	148	79 (1 per garage + 12 in racks)	250	148

The recommendation to deny a General Plan Projected Density Map Amendment leads to a recommendation to reduce the proposed PAD density from 112 du/ac to no greater than 65 du/ac.

A building height of 90' is not consistent with other developments on the north side of 1st Street. The 525 Town Lake Condominiums are 35' high (three stories), and the Regatta Pointe Condominiums are 64' high (two to four stories). Skywater at Town Lake is 90' high to top of sails on north side of building which is 20' higher than the parapet (six stories) and Broadstone Lakeside is 60' high (four stories).

The lot coverage of 74% is consistent with typical multi-family coverage maximums and with other developments in the area. On-site landscape area is 14%, which is below average for a mid-range multi-family project (typically minimum of 25%).

The Zoning and Development Code (ZDC) requires a building height step-back when adjacent to a single-family or multi-family zoning district. This would require an additional one-foot building setback for each one-foot of building height over 30'. The developments to the west and east are zoned GID, so no step-back is required.

The table below summarizes the required and proposed *vehicle* parking for the project.

Unit Type	Unit Quantity	Ratio	Parking Required per ZDC
Studio	56	1 space per unit	56
1 bedroom	201	1.5 space per unit	301.5
2 bedroom	94	2 spaces per unit	188
3 bedroom		2.5 spaces per unit	
Guest	356	.2	71.2
Office	3360 s.f.	1/300 s.f.	11.2
TOTAL	356		628 (629 provided)

A traffic impact statement was provided by the applicant (see attached), and the Public Works Department has provided comments regarding this draft. Public Works has stated that the transportation infrastructure can support the proposed increase of residential units and can, therefore, support the request.

Section 6-305 D. Approval criteria for P.A.D. (*in italics*):

1. *The development fulfills certain goals and objectives in the General Plan and the principles and guidelines of other area policy plans. Performance considerations are established to fulfill those objectives. With the reduced density recommended by staff, the development will fulfill the goals of the General Plan by creating a mixed-use project on a parcel identified as mixed-use on the Projected Land Use Map. The recommended density will be more consistent with other projects in the area and will encourage higher density developments to occur where identified as preferred locations in the General Plan.*

2. *Standards requested through the PAD Overlay district shall take into consideration the location and context for the site for which the project is proposed. Setbacks proposed are appropriate for this project.*
3. *The development appropriately mitigates transitional impacts on the immediate surroundings. The detached sidewalk concept proposed on 1st Street will create a better pedestrian experience.*

DEVELOPMENT PLAN REVIEW

Site Plan

The property is 3.165 acres and is rectangular in shape. The project is designed as a “U” shaped building, with an elevated podium courtyard/amenity decks on the third level. A new detached side walk is being proposed along Rio Salado Parkway, which will connect with the existing sidewalks to the west and east. There is vehicular access to the garage is provided on both Rio Salado Parkway and 1st Street; and designed so that traffic cannot use site to cut through development.

Building Elevations

The design is contemporary with flat roofs and parapets to screen rooftop mechanical equipment. The materials used to finish the building are well distributed; with the exception of applying stained wood siding/soffit to the northwest corner of building which will help identify an amenity area and the leasing office. Other materials consist of painted stucco, decorative stone veneers, ribbed metal panels painted white (condition that metal panels should be powder coated), welded wire mesh / perforated metal panels for guardrails and welded wire mesh / fiber cement panel for garage screening.

The proposed building will step-back in height along 1st Street to be more compatible with the scaling of other developments in the area and create a more pedestrian oriented vibrancy. The height point along the 1st Street (south) building façade is the elevator core which is intended to be design element by incorporating a wood wall panels to the exterior, which mirrors the location of the elevator core and is applied only on this façade of the building.

Landscape Plan

On-site landscaping totals 14%. The design incorporates a comfortable pedestrian environment along. Landscaping along both side property lines is significant and is a variation of the Desert Willow, Desert Museum Palo Verde, Foothills Palo Verde, Honey Mesquite and Rio Salado Mesquite. Date Palms will be implemented in the driveway median on site off of Rio Salado Parkway to create a sense of arrival. There will also be pedestrian pathways on the sides of property that connect both ends of the site.

Section 6-306 D Approval criteria for Development Plan Review (*in italics*):

1. *Placement, form, and articulation of buildings and structures provide variety in the streetscape; the building is designed with variation in materials, colors, fenestration, and wall planes. The design provides variety in the streetscape.*
2. *Building design and orientation, together with landscape, combine to mitigate heat gain/retention while providing shade for energy conservation and human comfort; Shade trees planted along all building sides will mitigate heat retention.*
3. *Materials are of a superior quality, providing detail appropriate with their location and function while complementing the surroundings; materials provide detail appropriate with their location and function. A condition will be included to address the longevity of the proposed wood siding/soffits and that ribbed metal panels be powder coated white.*
4. *Buildings, structures, and landscape elements are appropriately scaled, relative to the site and surroundings; The street frontage and landscape elements are designed appropriately to encourage a better pedestrian environment along 1st Street and Rio Salado.*
5. *Large building masses are sufficiently articulated so as to relieve monotony and create a sense of movement, resulting in a well-defined base and top, featuring an enhanced pedestrian experience at and near street level; variation is provided in wall planes, materials, and building height to relieve monotony. Use of materials along the street frontages varies from stone veneer and wood panels at the base to stucco at the top.*

6. *Building facades provide architectural detail and interest overall with visibility at street level (in particular, special treatment of windows, entries and walkways with particular attention to proportionality, scale, materials, rhythm, etc.) while responding to varying climatic and contextual conditions; design elements at the street level include stone veneers, wood siding/soffits, and a significant amount of glazing to create interest. Architectural details also shade windows and entrances.*
7. *Plans take into account pleasant and convenient access to multi-modal transportation options and support the potential for transit patronage; the project provides clear pedestrian access from the site to sidewalks on the north and south ends of the project.*
8. *Vehicular circulation is designed to minimize conflicts with pedestrian access and circulation, and with surrounding residential uses; vehicular circulation is clearly delineated and separated from pedestrian pathways.*
9. *Plans appropriately integrate Crime Prevention Through Environmental Design (CPTED) principles such as territoriality, natural surveillance, access control, activity support, and maintenance; the parking garage will also be gated, restricting access to resident-only parking spaces. Building access will be restricted by key, and mailboxes will be provided interior to the building. The height of proposed landscaping adjacent to pedestrian paths and lighting requirements both outside and within the parking garage will comply with CPTED principles.*
10. *Landscape accents and provides delineation from parking, buildings, driveways and pathways; landscaping along the building perimeter will accent the development and is used to delineate pedestrian areas and pathways.*
11. *Signs have design, scale, proportion, location and color compatible with the design, colors, orientation and materials of the building or site on which they are located; signs are subject to separate development plan review.*
12. *Lighting is compatible with the proposed building(s) and adjoining buildings and uses, and does not create negative effects. Lighting will comply with current code requirements to meet the minimum illumination levels and be non-intrusive to adjacent properties.*

Conclusion

Due to the proposed building height and density being significantly higher than other developments along 1st Street, staff recommends denial of the General Plan Projected Density Map Amendment, Zoning Map Amendment, Planned Area Development Overlay and Development Plan Review. Should an affirmative action be taken on this request, the following conditions of approval shall apply, but may be amended by the decision-making body.

REASONS FOR DENIAL OF A GENERAL PLAN PROJECTED DENSITY MAP AMENDMENT, ZONING MAP AMENDMENT, PLANNED AREA DEVELOPMENT OVERLAY, AND DEVELOPMENT PLAN REVIEW:

1. The project does not fulfill the goals and objectives of the General Plan.
2. The project does not comply with the General Plan 2040 Projected Density Map. Planned Area Development (PAD) Overlay to establish development standards for a mixed use project is proposed with a density of 112 du/ac when the maximum density allowed for PADs along 1st Street is 63 du/ac for Skywater (formerly Argo).
3. PAD overlay to establish the development standards for the residential portion is proposed with the height of 90'-0" top of parapet when the maximum parapet height for approved mixed-use development along 1st Street is approximately 70' for Skywater (formerly Argo), with the highest point of building being the sail design features only on the north side of property.
4. Reducing the density and scale along 1st street will provide more compatible redevelopment of the site while maintaining the desired characteristics of this area of the city.

GENERAL PLAN AMENDMENT

CONDITIONS OF APPROVAL:

1. The General Plan Projected Density Map Amendment request from Medium to High Density (up to 25 du/ac) to High Density-Urban Core (more than 65 du/ac) is denied; instead an amendment to High Density (up to 65 du/ac) is approved. (MODIFIED BY COMMISSION)

ZONING AMENDMENT AND PLANNED AREA DEVELOPMENT OVERLAY

CONDITIONS OF APPROVAL:

EACH NUMBERED ITEM IS A CONDITION OF APPROVAL. THE DECISION-MAKING BODY MAY MODIFY, DELETE OR ADD TO THESE CONDITIONS.

1. A building permit application shall be made on or before two years from the date of City Council approval, or the zoning of the property may revert to that in place at the time of application. Any reversion is subject to a public hearing process as a zoning map amendment.
2. The property owner(s) shall sign a waiver of rights and remedies form. By signing the form, the Owner(s) voluntarily waive(s) any right to claim compensation for diminution of Property value under A.R.S. §12-1134 that may now or in the future exist, as a result of the City's approval of this Application, including any conditions, stipulations and/or modifications imposed as a condition of approval. The signed form shall be submitted to the Community Development Department no later than 30 days from date of City Council approval, or the General Plan Map Amendment, Zoning Map Amendment, and Planned Area Development approval shall be null and void.
3. An amended Subdivision Plat is required for this development to consolidate the existing parcels, which includes the proposed city property for the purpose of developable land and density. The plat shall be recorded prior to issuance of building permits.
4. An easement on the remaining parcel(s) owned by the City of Tempe must be obtained from the City prior to submittal of construction documents for a building permit. The easement shall include a driveway to provide ingress and egress, parking, sidewalks, landscaping, irrigation and related maintenance.
5. The Planned Area Development Overlay for Crescent Rio shall be put into proper engineered format with appropriate signature blanks and kept on file with the City of Tempe's Community Development Department prior to issuance of building permits.
6. The maximum density for this project shall not exceed 65 **113** du/ac. **The maximum density shall also be limited to 460 bedrooms.** (MODIFIED BY COMMISSION)
7. Building height to top of parapet shall be **not exceed the height defined in the "Building Height Roof Plan" dated December 1, 2015** higher than 70'-0" and no more than 90'-0" to top of top for any decorative architectural feature. (MODIFIED BY COMMISSION)

DEVELOPMENT PLAN REVIEW CONDITIONS OF APPROVAL:

General

1. Except as modified by conditions, development shall be in substantial conformance with the site plan and building elevations and landscape plan dated November 20, 2015. Minor modifications may be reviewed through the plan check process of construction documents; major modifications will require submittal of a Development Plan Review.

2. The developer must receive approval of the final Traffic Impact Study from the Traffic Engineering prior to issuance of a building permit.
3. Guest access to parking garage shall be limited to the Rio Salado entry. Garage access on 1st Street shall be exit only or limited to residents only. There shall be a minimum of 62 parking spaces allocated to guests in the garage. These spaces may be within the controlled parking area and in this circumstance shall be demarcated for guest parking only, by a sign above the parking stall.
4. Applicant shall provide the City of Tempe with a letter from the City of Phoenix, indicating that the proposed building plans do not violate the parameters set forth for developing in close proximity the Val Vista Waterline Easement, before building permits are issued.

Site Plan

5. Provide acceptable ground cover within the 20'-0" fire access, as approved by the Planning Division and Fire Department.
6. Utility equipment boxes for this development shall be finished in a neutral color (subject to utility provider approval) that compliments the coloring of the buildings.
7. Place exterior, freestanding reduced pressure and double check backflow assemblies in pre-manufactured, pre-finished, lockable cages (one assembly per cage). If backflow prevention or similar device is for a 3" or greater water line, delete cage and provide a masonry or concrete screen wall following the requirements of Standard Detail T-214.

Floor Plans

8. Exit Security:
 - a. Provide visual surveillance by means of fire-rated glazing assemblies from stair towers into adjacent circulation spaces.
9. Garage Security:
 - a. Minimize interior partitions or convert these to semi-opaque screens to inhibit hiding behind these features.
 - b. Paint interior wall and overhead surfaces in garage floor levels with a highly reflective white color, minimum LRV of 75 percent.
 - c. Maximize openness at the elevator entrances and stair landings to facilitate visual surveillance from these pedestrian circulation areas to the adjacent parking level.
10. Parking Garage:
 - a. Minimum required parking dimensions shall be clear of any obstructions.
 - b. At the ends of dead-end drive aisles, provide a designated turn-around space, minimum 8'-6" clear in width (locate on left side if available), including 3'-0" vehicular maneuvering area for exiting. Turn-around area shall be clearly demarcated.
 - c. Provide a minimum 2'-0" of additional width for parking spaces when adjacent to a continuous wall.
 - d. Dead-end drive aisles are permitted in areas reserved exclusively for resident parking so long as the applicant provides signage at the entrance to reserved areas indicating "Resident Parking Only"

Building Elevations

11. The materials and colors are approved as presented:

Stucco building colors – Sherwin Williams – Respite SW 6514
Commodore SW 6524
Magnetic Gray SW 7058

Grizzle Gray SW 7068
Incredible White SW 7028
Gray Matters SW 7066

Stone veneer – Belden – Sienna Blend
Wood Siding – Grey stain
Wood Wall Panel – Nichiha – Vintage Wood Cedar
Ribbed Metal Panel – Centria (CS-660) - (paint manufacturer and color name not specified)
Window, door frames, and storefront system – anodized aluminum – clear

Provide primary building colors and materials with a light reflectance value of 75 percent or less. Specific colors and materials exhibited on the materials sample board are approved by planning staff. Additions or modifications may be submitted for review during building plan check process.

12. The property owner shall replace the wood siding/soffit on north and west elevation when weathering occurs. Replacement shall be like-for-like, or with approval of a Development Plan Review for another approved material.
13. Application of paint for ribbed metal panels shall be done by powder coating the material or a finish which is factory-applied using a polyvinylidene fluoride resin or equivalent.
14. Provide secure roof access from the interior of the building. Do not expose roof access to public view.
15. Conceal roof drainage system within the interior of the building or the drainage system shall be architecturally integrated into the building as shown on the elevations dated November 20, 2015.
16. Incorporate lighting, address signs, and incidental equipment attachments (alarm klaxons, security cameras, etc.) where exposed into the design of the building elevations. Exposed conduit, piping, or related materials is not permitted.
17. Locate the electrical service entrance section (S.E.S.) inside the building or inside a secure yard that is concealed from public view.
18. Upper/lower divided glazing panels in exterior windows at grade level, where lower glass panes are part of a divided pane glass curtain-wall system, shall be permitted only if laminated glazing at these locations is provided.

Lighting

19. This project shall follow requirements of ZDC Part 4, Chapter 8, Lighting, unless otherwise conditioned.
20. Illuminate building entrances and underside of open stair landings from dusk to dawn to assist with visual surveillance at these locations.

Landscape

21. Arterial street trees along Rio Salado Parkway shall be a minimum of 36" box specimens and a minimum of 1 ½" caliper trunk.
22. Collector street trees shall be a minimum of 24" box specimens and a minimum of 1 ½" caliper trunk.
23. ~~Grass shall not be placed within the right-of-way.~~ Provide ground cover of xeric plants with a minimum of 60-80 % surface coverage along 1st Street. Grass shall only be located in areas within site property lines. Grass can be placed in landscape areas in front of the five (5) live-work units along 1st Street and is not limited to only this portion of site. (MODIFIED BY COMMISSION)
24. Irrigation notes:
 - a. Provide dedicated landscape water meter.
 - b. Provide pipe distribution system of buried rigid (polyvinylchloride), not flexible (polyethylene). Use of schedule 40 PVC mainline and class 315 PVC ½" feeder line is acceptable. Class 200 PVC feeder line may be used for sizes greater than ½". Provide details of water distribution system.
 - c. Locate valve controller in a vandal resistant housing.

- d. Hardwire power source to controller (a receptacle connection is not allowed).
 - e. Controller valve wire conduit may be exposed if the controller remains in the mechanical yard.
25. Include requirement to de-compact soil in planting areas on site and in public right of way and remove construction debris from planting areas prior to landscape installation.
 26. Top dress planting areas with a rock or decomposed granite application. Provide rock or decomposed granite of 2" uniform thickness. Provide pre-emergence weed control application and do not underlay rock or decomposed granite application with plastic.
 27. Trees shall be planted a minimum of 20'-0" from any existing or proposed public water or sewer lines. The tree planting separation requirements may be reduced from the waterline upon the installation of a linear root barrier, a minimum of 6'-0" parallel from the waterline, or around the tree. The root barrier shall be a continuous material, a minimum of 0.08" thick, installed 0'-2" above finish grade to a depth of 8'-0" below grade. Final approval subject to determination by the Public Works, Water Utilities Division.

Signage

28. Provide address sign(s) on the building elevation facing the street to which the property is identified.
 - a. Conform to the following for building address signs:
 - 1) Provide street number only, not the street name
 - 2) Compose of 12" high, individual mount, metal reverse pan channel characters.
 - 3) Self-illuminated or dedicated light source.
 - 4) Coordinate address signs with trees, vines, or other landscaping, to avoid any potential visual obstruction.
 - 5) Do not affix number or letter to elevation that might be mistaken for the address.
 - b. Utility meters shall utilize a minimum 1" number height in accordance with the applicable electrical code and utility company standards.

CODE/ORDINANCE REQUIREMENTS:

THE BULLETED ITEMS REFER TO EXISTING CODE OR ORDINANCES THAT PLANNING STAFF OBSERVES ARE PERTINENT TO THIS CASE. THE BULLET ITEMS ARE INCLUDED TO ALERT THE DESIGN TEAM AND ASSIST IN OBTAINING A BUILDING PERMIT AND ARE NOT AN EXHAUSTIVE LIST.

- Development plan approval shall be void if the development is not commenced or if an application for a building permit has not been submitted, whichever is applicable, within twelve (12) months after the approval is granted or within the time stipulated by the decision-making body. The period of approval is extended upon the time review limitations set forth for building permit applications, pursuant to Tempe Building Safety Administrative Code, Section 8-104.15. An expiration of the building permit application will result in expiration of the development plan.
- Specific requirements of the **Zoning and Development Code (ZDC)** are not listed as a condition of approval, but will apply to any application. To avoid unnecessary review time and reduce the potential for multiple plan check submittals, become familiar with the ZDC. Access the ZDC through www.tempe.gov/zoning or purchase from Community Development.
- **SITE PLAN REVIEW:** Verify all comments by the Public Works Department, Community Development Department, and Fire Department given on the Preliminary Site Plan Review. If questions arise related to specific comments, they should be directed to the appropriate department, and any necessary modifications coordinated with all concerned parties, prior to application for building permit. Construction Documents submitted to the Building Safety Division will be reviewed by planning staff to ensure consistency with this Design Review approval prior to issuance of building permits.
- **STANDARD DETAILS:**
 - Access to Tempe Supplement to the M.A.G. Uniform Standard Details and Specifications for Public Works Construction, at this link: <http://www.tempe.gov/city-hall/public-works/engineering/standards-details> or purchase

book from the Public Works Engineering Division.

- Access to refuse enclosure details and all other Development Services forms at this link: <http://www.tempe.gov/city-hall/community-development/building-safety/applications-forms>. The enclosure details are under Civil Engineering & Right of Way.
- BASIS OF BUILDING HEIGHT: Measure height of buildings from top of curb at a point adjacent to the center of the front property line.
- COMMUNICATIONS:
 - Provide emergency radio amplification for the combined building and garage area in excess of 50,000 sf. Amplification will allow Police and Fire personnel to communicate in the buildings during a catastrophe. Refer to this link: www.tempe.gov/index.aspx?page=949. Contact the Information Technology Division to discuss size and materials of the buildings and to verify radio amplification requirements.
 - For building height in excess of 50'-0", design top of building and parapet to allow cellular communications providers to incorporate antenna within the building architecture so future installations may be concealed with little or no building elevation modification.
- WATER CONSERVATION: Under an agreement between the City of Tempe and the State of Arizona, Water Conservation Reports are required for landscape and domestic water use for the non-residential components of this project. Have the landscape architect and mechanical engineer prepare reports and submit them with the construction drawings during the building plan check process. Report example is contained in Office Procedure Directive # 59. Refer to this link: www.tempe.gov/modules/showdocument.aspx?documentid=5327. Contact Public Works Department, Water Conservation Division with questions regarding the purpose or content of the water conservation reports.
- HISTORIC PRESERVATION: State and federal laws apply to the discovery of features or artifacts during site excavation (typically, the discovery of human or associated funerary remains). Contact the Historic Preservation Officer with general questions. Where a discovery is made, contact the Arizona State Historical Museum for removal and repatriation of the items.
- SECURITY REQUIREMENTS:
 - Design building entrance(s) to maximize visual surveillance of vicinity. Limit height of walls or landscape materials, and design columns or corners to discourage opportunity for ambush. Maintain distances of 20'-0" or greater between a pedestrian path of travel and any hidden area to allow for increased reaction time and safety.
 - Follow the design guidelines listed under appendix A of the Zoning and Development Code. In particular, reference the CPTED principle listed under A-II Building Design Guidelines (C) as it relates to the location of pedestrian environments and places of concealment.
 - Provide method of override access for Police Department (punch pad or similar) to controlled access areas including pool, clubhouse or other gated common areas.
 - Provide a security vision panel at service and exit doors (except to rarely accessed equipment rooms) with a 3" wide high strength plastic or laminated glass window, located between 43" and 66" from the bottom edge of the door.
- FIRE:
 - Clearly define the fire lanes. Ensure that there is at least a 20'-0" horizontal width, and a 14'-0" vertical clearance from the fire lane surface to the underside of tree canopies or overhead structures. Layout and details of fire lanes are subject to Fire Department approval.
 - Provide a fire command room(s) on the ground floor of the building(s). Verify size and location with Fire Department.
- ENGINEERING:
 - Underground utilities except high-voltage transmission line unless project inserts a structure under the transmission line.
 - Coordinate site layout with Utility provider(s) to provide adequate access easement(s).
 - Clearly indicate property lines, the dimensional relation of the buildings to the property lines and the separation of

the buildings from each other.

- Verify location of any easements, or property restrictions, to ensure no conflict exists with the site layout or foundation design.
- 100 year onsite retention required for this property, coordinate design with requirements of the Engineering Department.

- REFUSE:
 - Enclosure indicated on site plan is exclusively for refuse. Construct walls, pad and bollards in conformance with standard detail DS-118.
 - Contact Public Works Sanitation Division to verify that vehicle maneuvering and access to the enclosure is adequate.
 - Develop strategy for recycling collection and pick-up from site with Sanitation. Roll-outs may be allowed for recycled materials. Coordinate storage area for recycling containers with overall site and landscape layout.
 - Gates for refuse enclosure(s) are not required, unless visible from the street. If gates are provided, the property manager must arrange for gates to be open from 6:00am to 4:30pm on collection days.

- DRIVEWAYS:
 - Construct driveways in public right of way in conformance with Standard Detail T-320. Alternatively, the installation of driveways with return type curbs as indicated, similar to Standard Detail T-319, requires permission of Public Works, Traffic Engineering.
 - Correctly indicate clear vision triangles at both driveways on the site and landscape plans. Identify speed limits for adjacent streets at the site frontages. Begin sight triangle in driveways at point 15'-0" in back of face of curb. Consult Intersection Sight Distance memo, available from Traffic Engineering if needed www.tempe.gov/index.aspx?page=801 . Do not locate site furnishings, screen walls or other visual obstructions over 2'-0" tall (except canopy trees are allowed) within each clear vision triangle.

- PARKING SPACES:
 - Verify conformance of accessible vehicle parking to the Americans with Disabilities Act and the Code of Federal Regulations Implementing the Act. Refer to Building Safety ADA Accessible Parking Spaces Marking/Signage on Private Development details.
 - At parking areas, provide demarcated accessible aisle for disabled parking.
 - Distribute bike parking areas nearest to main entrance(s). Provide parking loop/rack per standard detail T-578. Provide 2'-0" by 6'-0" individual bicycle parking spaces. One loop may be used to separate two bike parking spaces. Provide clearance between bike spaces and adjacent walkway to allow bike maneuvering in and out of space without interfering with pedestrians, landscape materials or vehicles nearby.

- LIGHTING:
 - Design site security light in accordance with requirements of ZDC Part 4 Chapter 8 (Lighting) and ZDC Appendix E (Photometric Plan).
 - Indicate the location of all exterior light fixtures on the site, landscape and photometric plans. Avoid conflicts between lights and trees or other site features in order to maintain illumination levels for exterior lighting.

- LANDSCAPE:
 - Prepare an existing plant inventory for the site and adjacent street frontages. The inventory may be prepared by the Landscape Architect or a plant salvage specialist. Note original locations and species of native and "protected" trees and other plants on site. Move, preserve in place, or demolish native or "protected" trees and plants per State of Arizona Agricultural Department standards. File Notice of Intent to Clear Land with the Agricultural Department. Notice of Intent to Clear Land form is available at www.azda.gov/ESD/nativeplants.htm . Follow the link to "applications to move a native plant" to "notice of intent to clear land".

- SIGNS: Separate Development Plan Review process is required for signs in accordance with requirements of ZDC Part 4 Chapter 9 (Signs). Obtain sign permit for identification signs. Directional signs (if proposed) may not require a sign

permit. Directional signs are subject to review by planning staff during plan check process.

HISTORY & FACTS:

700 West 1st Street

- May 2, 1984 Design Review Board approved building elevations, site and landscape plans for Office/Warehouse, located at 700 W. 1st Street.
- November 7, 1984 Certificate of Occupancy granted for Office/Warehouse at 700 W. 1st Street.
- January 21, 1998 Design Review Board approved the addition for Warehouse Expansion located at 700 W. 1st Street.
- February 2, 1999 Certificate of Occupancy granted for Warehouse at 700 W. 1st Street.
- October 8, 1997 Hearing Officer approved a variance for SDB Warehouse, located at 700 W. 1st Street, to reduce the required off-street parking from 30 to 26 spaces and to waive the required landscape islands at the end of handicap stalls at the rear of site.

810 & 812 West 1st Street

- September 17, 1986 Design Review Board approved building elevations, site and landscape plans for Tempe Riverview Industrial Park, located at 812 W. 1st Street.
- April 4, 1989 Design Review Board approved building elevations, site and landscape plans for MGC Office Buildings, located at 812 W. 1st Street.
- November 17, 1994 Design Review Board approved building elevations, site plan and landscape plan for Office/Warehouse for SDB, Inc. located at 810 & 812 W. 1st Street.
- March 16, 1995 Design Review Board approved building elevations, site plan and a landscape plan for the SDB Center, located at 810 & 812 W 1st Street.
- June 6, 1995 Hearing Officer approved a variance, to increase the maximum allowable building height from 35' to 42' for SDB Center, located at 810 & 812 W. 1st Street.
- March 21, 1996 Certificate of Occupancy granted for office/warehouse at 810 W. 1st Street.
- November 15, 2010 Certificate of Occupancy granted for office/warehouse at 810 W. 1st Street.
- November 10, 2015 This request is scheduled for the Development Review Commission public hearing.
- December 17, 2015 This request is scheduled for the first City Council public hearing.
- January 14, 2016 This request is scheduled for the second City Council public hearing.

ZONING AND DEVELOPMENT CODE REFERENCE:

- Section 6-302, General Plan Amendment
- Section 6-304, Zoning Map Amendment
- Section 6-305, Planned Area Development (PAD) Overlay districts
- PL150283 – CRESCENT RIO

RESOLUTION NO. R2016.01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AMENDING THE GENERAL PLAN 2040 FOR APPROXIMATELY 3.165 ACRES LOCATED AT 700 WEST 1st STREET AND OWNED BY SPAGNUOLO INVESTMENTS, LLC AND CITY OF TEMPE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, that the General Plan 2040 Projected Residential Density Map is hereby amended for approximately 3.165 acres from Medium to High Density (up to 25 du/ac) to High Density Urban Core (more than 65 du/ac), located at 700 West 1st Street.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this _____ day of _____, 2016.

Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

REVISED

ORDINANCE NO. O2016.03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AMENDING THE CITY OF TEMPE ZONING MAP, PURSUANT TO THE PROVISIONS OF ZONING AND DEVELOPMENT CODE PART 2, CHAPTER 1, SECTION 2-106 AND 2-107, RELATING TO THE LOCATION AND BOUNDARIES OF DISTRICTS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

Section 1. That the City of Tempe Zoning Map is hereby amended, pursuant to the provisions of Zoning and Development Code, Part 2, Chapter 1, Sections 2-106 and 2-107, by removing the below described property from the GID, General Industrial District and designating it as MU-4, Mixed Use District and adding a Planned Area Development Overlay (PAD) on 3.165 acres.

LEGAL DESCRIPTION

LOTS 13E AND 14E, STATE PLAT 12 AMENDED, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 69 OF MAPS, PAGE 38.

EXCEPT ONE-SIXTEENTH OF ALL GAS, OIL, METAL AND MINERAL RIGHTS RESERVED IN PATENT BY THE STATE OF ARIZONA.

TOGETHER WITH A PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA WHICH LIES BETWEEN THE NORTHERLY PROPERTY LINES OF LOTS 13E AND 14E OF STATE PLAT NO. 12 AMENDED, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 69 OF MAPS, PAGE 38 AND SOUTHERLY OF THE EXISTING RIGHT OF WAY OF RIO SALADO PARKWAY AND WHICH ALSO LIES BETWEEN THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID LOT 13E AND THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT 14E OF SAID STATE PLAT NO. 12 AMENDED.

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILS, FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 16, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 16 BEARS NORTH 89 DEGREES 41 MINUTES 33 SECONDS EAST, A DISTANCE OF 2674.61 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 33 SECONDS EAST, ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 505.32 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 27 SECONDS WEST, DEPARTING THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 40.00 FEET TO THE NORTHERLY RIGHT OF WAY OF 1ST STREET AND THE SOUTHWEST CORNER OF LOT 15E OF STATE PLAT NO. 12 AMENDED RECORDED IN BOOK 69 OF MAPS, PAGE 34, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 41 MINUTES 33 SECONDS EAST, ON THE NORTHERLY RIGHT OF WAY OF 1ST STREET AND THE SOUTHERLY LINE OF LOT 15E OF SAID STATE PLAT NO. 12 AMENDED, A DISTANCE OF 100.11 FEET TO THE SOUTHWEST CORNER OF LOT 14E OF SAID STATE PLAT NO. 12 AMENDED AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 00 DEGREES 49 MINUTES 31 SECONDS WEST, DEPARTING THE NORTHERLY RIGHT OF WAY OF 1ST STREET AND ON THE WESTERLY LINE OF LOT 14E OF SAID STATE PLAT NO. 12 AMENDED, A DISTANCE OF 406.49 FEET TO THE NORTHWEST CORNER OF LOT 14E OF SAID STATE PLAT NO. 12 AMENDED;

THENCE CONTINUING NORTH 00 DEGREES 49 MINUTES 31 SECONDS WEST, ON THE NORTHERLY EXTENSION OF WESTERLY LINE OF LOT 14E, A DISTANCE OF 40.40 FEET;

THENCE SOUTH 82 DEGREES 47 MINUTES 31 SECONDS EAST, DEPARTING THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF LOT 14E OF SAID STATE PLAT NO. 12 AMENDED, A DISTANCE OF 18.81 FEET;

THENCE NORTH 00 DEGREES 48 MINUTES 32 SECONDS WEST, A DISTANCE OF 20.28 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 262.70 FEET;

THENCE SOUTH 00 DEGREES 48 MINUTES 32 SECONDS WEST, A DISTANCE OF 53.18 FEET;

THENCE SOUTH 82 DEGREES 47 MINUTES 31 SECONDS EAST, A DISTANCE OF 19.12 FEET TO THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF LOT 13E OF SAID STATE PLAT NO. 12 AMENDED;

THENCE SOUTH 00 DEGREES 50 MINUTES 29 SECONDS EAST, ON THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF LOT 13E OF SAID STATE PLAT NO. 12 AMENDED, A DISTANCE OF 57.01 FEET TO THE NORTHEAST CORNER OF LOT 13E OF SAID STATE PLAT NO. 12 AMENDED;

THENCE SOUTH 00 DEGREES 50 MINUTES 29 SECONDS EAST, ON THE EASTERLY LINE OF LOT 13E OF SAID STATE PLAT NO. 12 AMENDED A DISTANCE OF 366.84 FEET TO THE SOUTHEAST

CORNER OF LOT 13E OF SAID STATE PLAT NO. 12 AMENDED AND THE NORTHERLY RIGHT OF WAY OF 1ST STREET;

THENCE SOUTH 89 DEGREES 41 MINUTES 33 SECONDS WEST, ON THE SOUTHERLY LINE OF SAID STATE PLAT NO. 12 AMENDED AND THE NORTHERLY RIGHT OF WAY OF 1ST STREET, A DISTANCE OF 300.34 FEET TO THE SOUTHWEST CORNER OF LOT 14E OF SAID STATE PLAT NO. 12 AMENDED AND THE TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 137,879 SQUARE FEET OR 3.165 ACRES, MORE OR LESS.

TOTAL AREA IS 3.165 GROSS ACRES.

Section 2. Further, those conditions of approval imposed by the City Council as part of **Case # PL150283** are hereby expressly incorporated into and adopted as part of this ordinance as follows:

1. A building permit application shall be made on or before two years from the date of City Council approval, or the zoning of the property may revert to that in place at the time of application. Any reversion is subject to a public hearing process as a zoning map amendment.
2. The property owner(s) shall sign a waiver of rights and remedies form. By signing the form, the Owner(s) voluntarily waive(s) any right to claim compensation for diminution of Property value under A.R.S. §12-1134 that may now or in the future exist, as a result of the City's approval of this Application, including any conditions, stipulations and/or modifications imposed as a condition of approval. The signed form shall be submitted to the Community Development Department no later than 30 days from date of City Council approval, or the General Plan Map Amendment, Zoning Map Amendment, and Planned Area Development approval shall be null and void.
3. An amended Subdivision Plat is required for this development to consolidate the existing parcels, which includes the proposed city property for the purpose of developable land and density. The plat shall be recorded prior to issuance of building permits.
4. An easement on the remaining parcel(s) owned by the City of Tempe must be obtained from the City prior to submittal of construction documents for a building permit. The easement shall include a driveway to provide ingress and egress, parking, sidewalks, landscaping, irrigation and related maintenance.
5. The Planned Area Development Overlay for Crescent Rio shall be put into proper engineered format with appropriate signature blanks and kept on file with the City of Tempe's Community Development Department prior to issuance of building permits.
6. The maximum density for this project shall not exceed ~~65~~ 113 du/ac. The maximum density also be limited to 460 bedrooms. (MODIFIED BY COMMISSION)

7. Building height to top of parapet shall be not exceed the height defined in the "Building Height Roof Plan" dated December 1, 2015 higher than 70' 0" and no more than 90' 0" to top of top for any decorative architectural feature. (MODIFIED BY COMMISION)

Section 3. Pursuant to City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this _____ day of _____, 2016.

Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

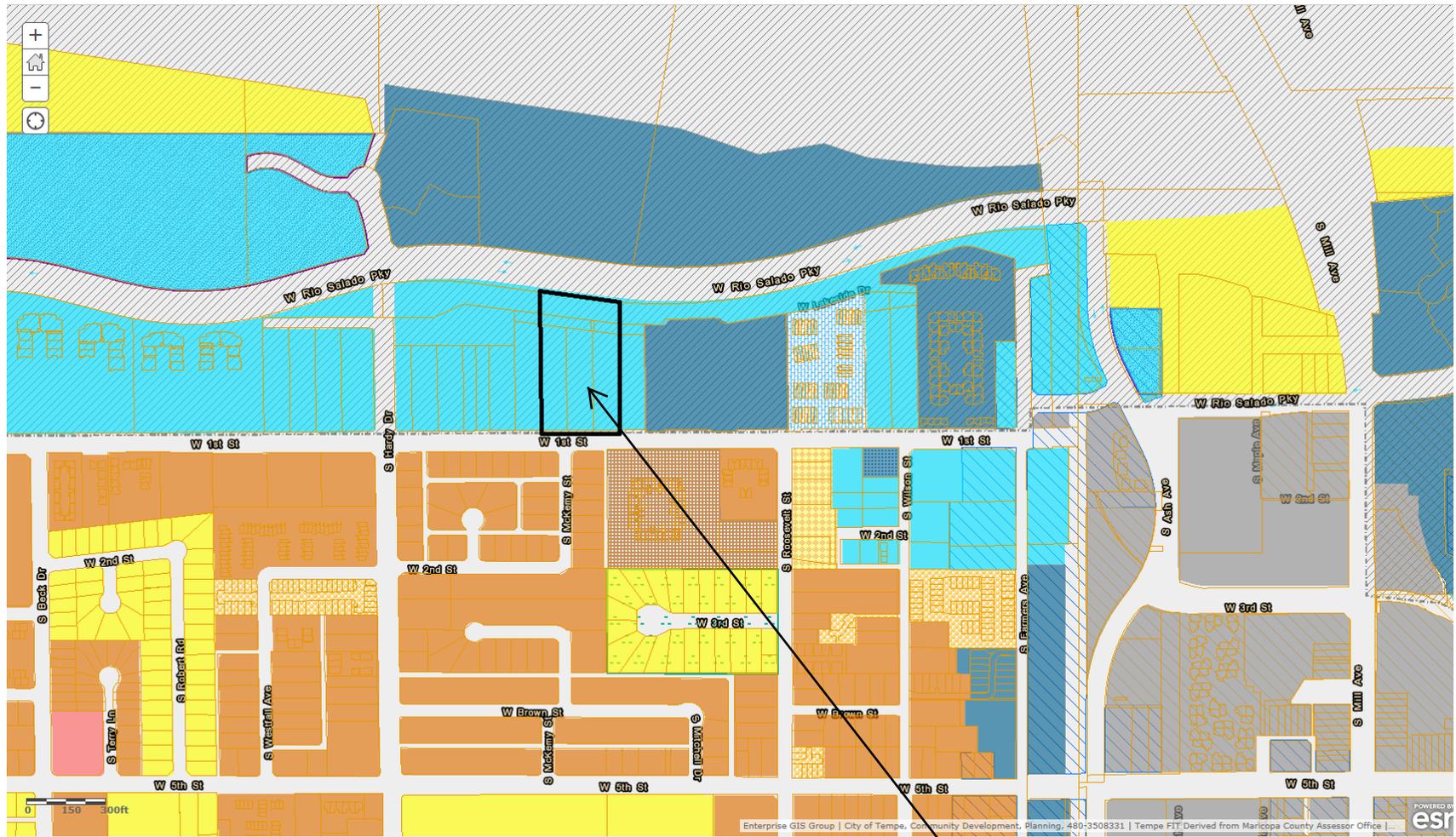


DEVELOPMENT PROJECT FILE
for
CRESCENT RIO
(PL150283)

ATTACHMENTS:

1. Location Map
2. Aerial
3. General Plan 2040 Figure 3 Land Use Hubs
- 4-25. Letter of Explanation
- 26-33. Site Photos
- 34-35. Proposed PAD Cover Sheet and Site Plan for Crescent Rio
36. Site Plan
- 37-40. Black & White Building Elevations
41. Colored South Elevation from 11/12/15 DRC Staff Report
- 42-45. Colored Elevations
46. Building Sections
- 47-49. Landscape Planting Plan
50. Illustrative Landscape Plan
- 51-54. Floor Plans

- 55-57. Unit Plans
- 58. 1st Street Perspective from 11/12/15 DRC Staff Report
- 59-64. Perspectives
- 65-66. Summary of Neighborhood Meeting
- 67-68. Traffic Statement
- 69-70. City of Phoenix Input Letter
- 71-74. Public Input
- 75. Building Height Roof Plan Exhibit for Zoning Amendment and Planned Area Development Overlay Conditions of Approval, Item #7



GID / RSOD

LOCATION MAP



AERIAL MAP

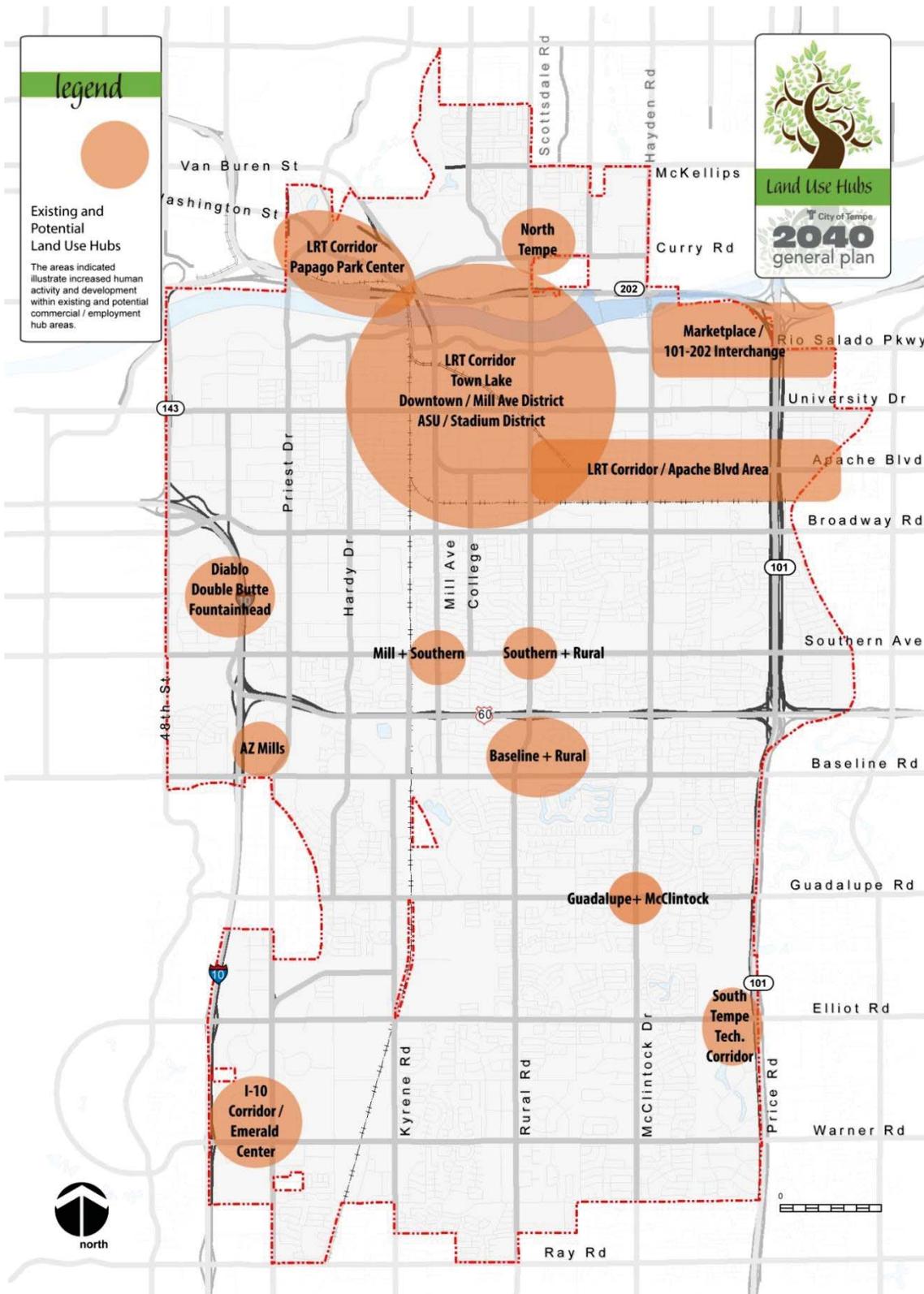


Figure 3 Land Use Hubs



CRESCENT RIO

700 WEST 1ST STREET

UPDATED LETTER OF EXPLANATION AND REQUEST FOR GENERAL PLAN AMENDMENT, ZONING MAP AMENDMENT, PAD OVERLAY AND DEVELOPMENT PLAN REVIEW



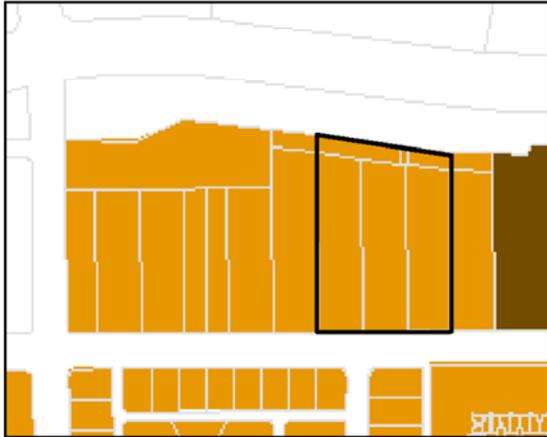
HUELLMANTEL
AFFILIATES

P.O. Box 1833 - Tempe, Arizona 85280-1833 – 480.921.2800 - charles@huellmantel.com

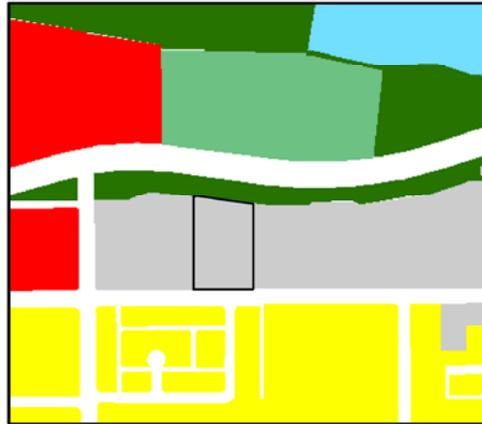
SUMMARY

Our goal is to turn an industrial area along First Street into a pedestrian friendly mixed-use community. Crescent Communities would like to re-develop 3.165 acres (3.63 acres to right-of-way) on parcels 124-24-018A, 124-24-018B, 124-24-017, 124-24-247, 124-24-244, 124-24-246 and 124-24-027K into a multi-family residential project. The site is on the south side of Lakeside Drive and the north side of 1st Street, east of Hardy Drive at 700 West 1st Street. Currently, the parcels are zoned General Industrial (GID) with a General Plan 2040 Projected Density of Medium-High (up to 25 dwelling units per acre) and has a General Plan 2040 Projected Use of Mixed-Use.

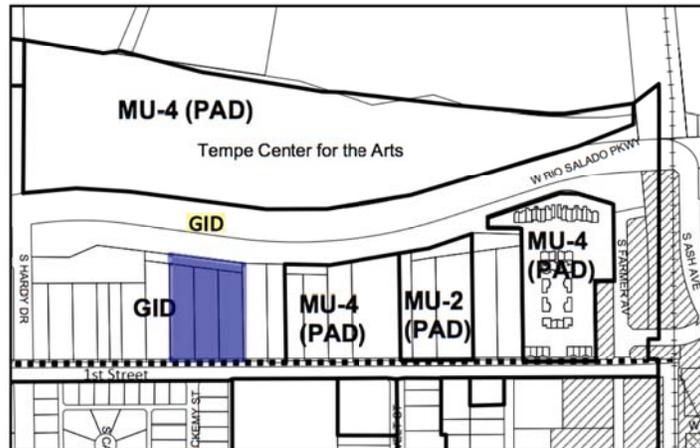
**General Plan 2040 Density:
Medium-High**



**General Plan 2040 Use:
Mixed-Use**



**Zoning:
GID**



The site will require a General Plan Projected Density amendment from Medium-High to Urban Core High and a rezoning from GID to High Density Mixed-Use (MU-4). The site will also require a PAD Overlay and a Development Plan Review.

Crescent Communities' Crescent Rio is proposed to be a 5-story multi-family residential project consisting of 5 levels of residential dwelling with a mezzanine level in some areas to help define the roofline and three floors of parking – one below grade and two above grade. The scale will be

reduced along 1st Street. The street-level of the project will include a pool, fitness center, clubhouse, leasing office and live/work units, which have been designed to add activation to First Street. The development will be approximately 90' in height along Rio Salado and 68' in height along 1st Street. The project is mostly one and two bedroom units. A mix of three and four bedroom units would lower the density of the project but also lower the quality of the environment for the target audience of young professionals and empty nesters. Crescent Communities is proposing to provide 626 vehicular parking spaces, a reduction of only 3 from the required vehicular parking spaces.

	Required	Proposed
Vehicular Parking	629	626
Bicycle Parking	340	340

As stated above, the Tempe Zoning and Development Code definition of “density” is not an accurate measurement of the Crescent Communities Rio development. We argue that unit density is not an accurate measurement. As the project is now, Rio will have 56 studio units, 201 one-bedroom units, 94 two-bedroom units and 5 live/work/townhouse units. In short, the project is designed to provide small units with a strong amenity package. This is an unusual unit mix but we think it serves an important niche as Tempe continues to develop office buildings filled with young high tech workers. The approximate number of people living in the development (as it is currently proposed) – calculating one person per studio and one-bedrooms and two people per two-bedroom unit totals 450 people. If Crescent were to replace the existing unit mix with four-bedroom units, keeping the building size and structure and footprint the same, there would be approximately 206 dwelling units and 823 people (bedrooms) living at Crescent Rio. The unit density would be the smaller but the density of people would be much higher.

	DU/Acre	# of People	Bedrooms/Acre
Current Unit Mix	112	450	145
4-Bedroom Unit Mix	65	823	260

REVISIONS BASED ON DRC COMMENTS

When we arrived at our first scheduled DRC hearing on November 10, we told you that we were not ready to proceed. We were responding to concerns from Staff and DRC Commissioners so by the time we arrived at that scheduled hearing, we were already modifying the southern elevation of the building. At the time of our November 10 hearing, our team had been working hard to create an attractive revision but we simply didn't have a redesign we were proud of. Accordingly, we requested that you not vote but instead give us more time. We worked feverishly since then to address concerns with the southern face of the building. Our goal in the redesign was to recreate the southern face of the building to be in line with the residential scale and mass of 1st Street while keeping the important contemporary character. These comments, while challenging to address in a short period of time, have created a better project and a better 1st Street pedestrian place. As you can see below, the changes have resulted in an exciting pedestrian scale 1st Street:



The revised southern face now has the bulk of its mass and street edge at 68 feet, with intentional architectural articulation undulation at 73 feet to provide a varied roofline (wisely requested by staff). In addition, the elevator core has been converted into a design element. Of course, elevator cores are always taller and that is true in this case as well. The mass on this portion of the building in the previous elevation was at 85 feet (or 17 feet taller).



The new massing is in line with the existing projects on the street, such as Lennar to our east, which is 70 feet along 1st Street. They have accents going up to 90 feet.

These modifications in scale come by removing two levels from the building along First Street (the top level of units and the mezzanine level attached to it). The proposed modification added horizontal and vertical articulation and relate architecturally to the adjacent neighborhood through the introduction of another material, a wood-like material designed to withstand the Arizona sun. Removing the units that were included in the top level and mezzanine reduced the total number of units (and corresponding density) on site slightly – from 361 to 356 units and changed the unit mix. The impact of these changes to the First Street elevation is significant. Additionally, we added grass/turf to the landscaping at the DRC Commissions request.

GENERAL PLAN AMENDMENT

1. Written justification for the amendment should consider long-term and short-term public benefit and how the amendment, considering Land Use Principles, will help the city attain applicable objectives of the General Plan.

Although the site is outside of the Mill Avenue Hub, the site is very close to public transportation, ASU, Tempe Town Lake and the newly revitalized Farmer Arts District. This area is experiencing an unprecedented growth spurt along Rio Salado Parkway across from Tempe Town Lake that calls for greater density regulations for appropriate mixed-use projects. The addition of residents and live/work units due to the proposed Crescent Communities project – only possible with a General Plan 2040 Density amendment to High Density Urban Core - will benefit the surrounding area now and in the future, boosting the economy and bringing a much needed young professional population to the region.

In addition, the measurement of density prescribed by the City of Tempe is not accurate for the Crescent Rio project. As described, the units will be composed of studios, one- and two-bedrooms, which reduce the actual number of people moving to the area, especially when compared with a four-bedroom unit mix. The proposed Crescent Rio development should house approximately 450 people with a 112 du/ac density on the Crescent owned lots and a density of 98 if the parcels to the Right-of-Way are counted. If Crescent Communities changed the unit mix to only 4-bedroom units, the number of people would equal approximately 823 people, but hit the 65 du/ac density calculations.

2. If the proposed amendment is only to the General Plan's text, there should be objective discussion of the amendment's long-term and short-term public benefit and the larger issue of its impact on the city attaining applicable objectives of the General Plan.

Because the amendment does not regard the General Plan text, just the General Plan 2040 Projected Density map, this question does not apply. The reclassification of the site, though, will benefit the City of Tempe as a whole as the increased density in the area will help revive the underutilized current GID area and help make it part of the vibrant, downtown core. Because the proposed Tempe Streetcar will be constructed in such close proximity to the proposed site, the increase in potential ridership will benefit the Tempe Streetcar, Valley Metro light rail and all of the businesses on Mill Avenue and the Farmer Arts District as well as the Lake District, Tempe Center for the Arts and ASU.

3. If the proposed amendment impacts the General Plan's Projected Land Use Map only, there should be objective discussion of the amendment's impact on the projected land use within a minimum of a half-mile of the property.

The proposed amendment for the construction of the Crescent Communities Rio project will not affect the General Plan Projected Land Use Map. We are requesting an amendment to the General Plan 2040 Projected Density Map – to change the site from Medium to High Density to High Density Urban Core. The projected increase in density, when considering the unit mix will consist of studios, one- and two-bedroom units and the fact that the project is not aimed at students but at a more mature audience, will bring new residents to an up and coming neighborhood. Crescent Communities will build a project that reflects and compliments the surrounding neighborhood and brings needed live/work space to 1st Street. The increase in density will benefit the surrounding area, not hurt it. The Crescent Rio project will help complete the 1st Street streetscape by increasing the amount of pedestrian oriented retail/commercial. This will increase the amount of pedestrian and bicycle traffic in the area and the additional residents will help boost the commercial customer base.

4. With a proposed amendment to the General Plan Projected Land Use Map, the applicant/developer's written discussion on the proposed amendment should respond to the Land Use Principles in the Land Use Element of the General Plan. The principles are presented below, in a generalized request/response format:

a. Describe the public benefit of the proposed amendment in terms of increase/decrease in intensity and its impact on adjacent land uses versus the impact of the present land use designation

The proposed density amendment will benefit the surrounding area by creating a more dense population near important retail and entertainment destinations. The site has a General Plan Projected Land Use of Mixed-Use so the General Plan Amendment to a higher density and Zoning Map Amendment to Mixed-Use High Density will help create a project that is appropriate for the area. The character of the surrounding neighborhood has changed with the development of newer apartment complexes and the creating of the Farmer Arts District.

b. Describe the public benefit of the proposed amendment in terms of impact on the city's infrastructure (i.e. water, sewer, utilities, streets, in terms of anticipated traffic generation, projected carrying capacity, projected volume, availability of transit, need for additional access, or city services such as fire and police staffing and response times, etc.) versus the impact of the present land use designation

As the City of Tempe is constructing of the Tempe Streetcar along Rio Salado Parkway, the proposed Crescent Rio project will not impact the infrastructure (with regards to traffic) and any way that is unprecedented or unusual. The site has a General Plan 2040 Land Use of Mixed-Use with implies that the City planned for redevelopment of the site. The increase in public transit and the increase in retail/entertainment services in the neighborhood will also help cater to the needs of the additional residents the Crescent Rio project will generate.

c. Describe the proposed development quality of life in terms of how its components reflect unique site design, building design, landscaping and parking; integrate or provide access between varied uses; deal creatively with multi-modal transportation; and reduce/eliminate physical barriers, as well as provide residential, employment, shopping and local services
Crescent Communities is known for their high quality design with all of their projects. The Crescent Rio development will draw inspiration from the surrounding urban area, Tempe Town Lake, Tempe Center for the Arts and Mill Avenue. The proposed landscaping is desert in nature without being scarce and the implementation of the pedestrian and bicycle passageway will help with circulation and public transportation access and eliminate physical barriers. The mixed-use nature of the Crescent Rio development will provide residential, employment, local services and shopping for the neighborhood.

d. Describe the use of open space, parks or green belts, and how the development separates, as well as links, residential and nonresidential components, if the proposed development incorporates a residential component. If applicable, describe how the proposed development impacts existing parks

The development will link Rio Salado Parkway with 1st Street by implementing the pedestrian and bicycle passageway. Crescent Rio will also positively impact Tempe Beach Park and Tempe Town Lake by bringing new residents into close proximity. The Crescent Rio project itself will provide amenities for residents including pool, BBQ and lounge areas that will lighten the load on the surrounding parks.

e. Describe the proposed development in terms of supporting regional and local transit objectives for arterial streets; implementing the goals and objectives of the transit plan;

describe the internal street system in terms of supporting the above goals and objectives and incorporating uniquely designed transit facilities along the arterial streets

The Crescent Rio project will support local regional transportation such as the Valley Metro light rail and the proposed Tempe Streetcar. The addition of residents in the area will build ridership and the addition of the live/work components along 1st Street will bolster the destination vibe of 1st Street. The construction of the pedestrian and bicycle passageway will also help increase ridership and use of alternative modes of transportation. To help mitigate the impact of development, Crescent Communities will bear all costs related to a need for increased infrastructure capacity adjacent to the site.

f. Describe the proposed amendment in terms of effects on the school districts (enrollments and facilities)

The amendment will not have any negative effect on the Tempe School District.

g. Identify additional quality of life components of the proposal to justify an Amendment

The quality of life for Tempe residents will increase greatly with the construction of the Crescent Rio project. Many recent graduates from Arizona State University want to stay in Tempe but are limited in housing options. To help retain recent graduates, Crescent Rio will provide a sophisticated, non-student housing option for young professionals. Retaining the graduate class from ASU by providing non-student housing options near entertainment and retail destinations will improve the quality of life for all Tempe residents by boosting the tax base and increasing economic development.

ZONING MAP AMENDMENT

Crescent Communities would like to rezone the subject site from General Industrial to High Density Mixed-Use (MU-4) based on a finding of consistency and conformance with the General Plan Goals and Objectives. The Vision of Tempe includes a city that is, “visually attractive and accessible by multiple modes of transportation,” is “comprised of and defined by vibrant mixed-use hubs” and is “a city with homes of distinctive quality and varied density.” Crescent Rio will implement the Elements of the General Plan 2040 as follows:

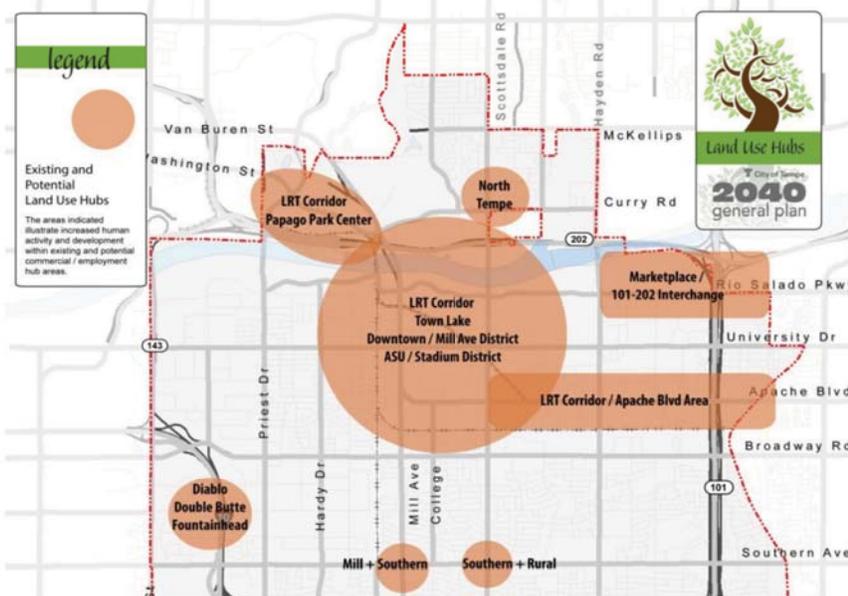
Land Use Element

The proposed rezone of the Crescent Rio project is in conformance with the General Plan 2040 Proposed Land Use of Mixed-Use for the site. The rezone from General Industrial (GID) to High-Density Mixed-Use (MU-4) will create cohesion between the General Plan and the Zoning Code. The MU-4 zoning district has No Standard for density – the General Plan Amendment for density from Medium-High to High Density Urban Core help further unify the site for both the General Plan 2040 and the City of Tempe Zoning and Development Code.

In addition to the cohesion of the General Plan 2040 to the zoning code, rezoning the Crescent Rio site helps the city meet the following Land Use Goals:

LU₁ – “Establish development of multiple hubs with higher density cores serving the surrounding neighborhoods as its mixed-use urban activity center.”

The new development will fit in with the other existing and planned high-density developments and uses near the Farmer Arts District and Mill Avenue. The project will be located in the LRT Corridor, Town Lake, Downtown/Mill Avenue District and ASU/Stadium District. The increased need for employees due to the State Farm project, Stadium District and new Mill Avenue development creates a need for employee housing that Crescent Communities Rio will fill.



LU₂ – “Promote land use patterns that encourage long-term sustainability”

Crescent Rio will bring high-density housing close to the urban core of downtown Tempe. The location of the project, within walking distance of the Valley Metro light rail, proposed Tempe Streetcar, ASU, Mill Avenue and Tempe Town Lake reduces the need for cars and promotes sustainable transportation options.

LU₆ – “Promote compact, efficient infill development”

A high-density multifamily, mixed-use housing development will promote the compact, efficient infill development the City of Tempe has described in the General Plan 2040.

Community Design Element

The Crescent Rio project can be considered “infill development” or “redevelopment.” Rezoning the site from General Industrial to Mixed-Use, High Density will allow for integration of a mixed-use project into a residential and entertainment/park and recreation district will help build the character area and integrate more residential life into the Tempe Town Lake area. Rio will integrate art into their proposed bicycle parking that will help define the character area with regards to Tempe Center for the Arts and Tempe Town Lake.

The project will ‘Integrate’ the site into 1st Street – Crescent will construct a pedestrian and bicycle passageway along the west side of the project for residents and non-residents for biking, walking and transit access. The site will create ‘Articulation’ by utilizing beautiful, interesting building façade with perforated metal, corrugated metal, brick masonry, stone masonry, metal louver, storefront glazing, metal sunshades and a decorative metal rollup door. These specific design innovations add human interest, quality, creativity and identity to the project. The rezoning of Crescent Rio will help Tempe reach the following Community Design Goals:

CD₁ – “Create recognizable and usable “places”.”

The Crescent Rio development will be a notable building with creative landscaping, building façade and accessibility that would not be possible if the site remained zoned GID.

CD₂ – “Provide focal points”

Crescent Rio’s design and elevation materials will provide many points of interest for pedestrians on both Rio Salado Parkway and 1st Street. The building entrance will be well defined by using the podium structure and ground floor lighting for an interesting, well-articulated development.

CD₄ – “Encourage and enhance pedestrian movement”

Crescent Communities plans on developing a pedestrian and bicycle passageway along the east side of the development that will allow for access between Rio Salado Parkway and 1st Street. This pedestrian access way does not currently exist but the rezoning of the site and development of the project will allow for the enhanced pedestrian movement.

CD₇ – “Encourage mixed-use designs”

Crescent Rio, after the rezoning of the parcel from General Industrial to High Density Mixed-Use will allow for the City to reach this design goal. The mixed-use component of the Crescent Rio project, along 1st Street, will contain four live/work units that will promote economic development in the area.

CD₉ - “Promote sustainable design concepts”

The site, as it currently sits, is mostly asphalt and parking. The north side of the site (City of Tempe parcels) is only asphalt with no landscaping. The rezoned, redeveloped site will include desert landscaping with indigenous plants that will help the site achieve a more sustainable footprint in Tempe.

CD₁₂ – “Utilize the built environment to promote a healthy community and encourage active lifestyles”

Redeveloping the site will help activate 1st Street and the construction of the pedestrian and bicycle passageway will help the city meet this goal. A passageway will promote walking, biking and public transit use, which can contribute to the healthy community.

AE₃ – “Where possible, create multi-user access”

By rezoning the site from an under utilized General Industrial district with industrial uses that do not benefit a large population of the City to MU-4, Crescent can further activate the site and in

addition to building the Rio project, will also construct a multi-user (pedestrian and bicycle) path that will allow for access between Rio Salado Parkway and 1st Street.

Historic Preservation Element

Rezoning the subject site from GID to MU-4 will not affect the Historic Preservation Element of the General Plan 2040.

Neighborhood Preservation and Revitalization Element

The Lakeshore Drive and 1st Street neighborhood has been established as a high-density residential area with the construction of Regatta Point and Pulte 525 on the east and west sides of the subject parcels. Including more residents and a mixed-use component into this established neighborhood will help boost the surrounding economies while respecting the small amount of single family housing across the street. Rezoning the site from General Industrial to High Density Mixed-Use will reach the following objective:

NP₃ – “Promote a healthy and safe neighborhood environment”

Rezoning the site, which will allow for the construction of Crescent Rio, will redevelop and revitalize the area. The site promotes alternative modes of transportation with the proximity to the light rail and potential Tempe Streetcar and other necessary daily activities such as ASU, Tempe Town Lake and the Farmer Arts District.

Redevelopment Element

The Redevelopment Element goal is to “Sustain or maximize the efficiency of land uses within areas of stagnation or decline by promoting the greatest economic, social and cultural potential.”

Rezoning and redeveloping the site, currently a large parking area for industrial uses to a mixed-use residential and live/work development will maximize the efficiency of use for the land by providing an inviting live/work atmosphere near Tempe Town Lake, close to Mill Avenue and the Farmer Arts District. Rezoning the site will facilitate the following goals:

RED₁ – “Encourage reinvestment, rehabilitation, redevelopment or reuse”

Rezoning the Crescent Rio site will allow for reinvestment and redevelopment of the site. The GID zoning category is no longer appropriate for the site with the construction of the Valley Metro Light Rail and the proposed Tempe Streetcar – the site should be mixed-use and Crescent Rio will help redevelop the area.

Housing Element

As stated in the General Plan 2040, “Approximately 58 percent of the land in Tempe is developed with or targeted for single family housing,” and only “...nine percent of the residential land in Tempe...” is midrise or high-rise multi-family housing. In order to provide a variety of choices for Tempe residents, Crescent Communities would like to rezone the site to build a 6-story (midrise) development. This will fulfill the following objectives:

H₁ – “Support housing development that meets the needs of the disabled, those with special needs, older adults and those aging in place”

The Crescent Rio project will build according to ADA standards and will include accessibility features throughout the entire development.

H₁₀ – “Encourage development of needed housing in close proximity to transit, employment and services”

The site’s proximity to public transportation and recreational/entertainment/educational facilities will help fulfill this objective. The high-density housing component will put people close to where they need to go and close to convenient modes of transportation.

General Plan Amendment (note the criteria)

Please see the General Plan Amendment section above.

Economic Development Element

The rezoning of the site and the development of the Crescent Rio project will create jobs by allowing for a live/work component in a high-density project. The new project and the redevelopment of the site will help reach the following objectives:

ED₂ – “Develop an increased tax base”

The rezoning from an underutilized industrial site to a high-density, mixed-use development will increase the tax base, attract more residents to Tempe and increase the property value.

ED₃ – “Promote a sustained improvement in the standard of living and quality of life for all residents”

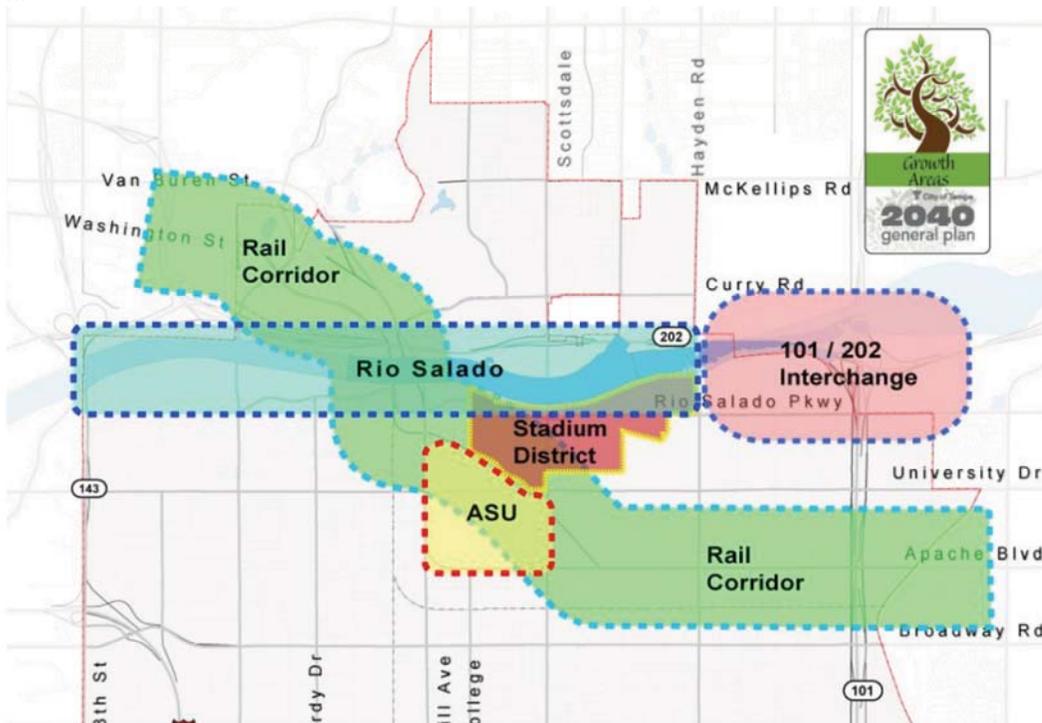
The increase in residents in this area, close to Tempe Town Lake, Mill Avenue and Farmer Arts District will help draw in business and tax dollars to the area. Giving people who work in Tempe the option to also live in Tempe and therefore, spend their tax dollars in Tempe will boost economic development.

ED₅ – “Attract businesses and employers that provide jobs paying wages at or above the regional average”

Rezoning the site from GID to MU-4 will allow for Crescent to redevelop the site. The increase is attractive, new, creative living space will help draw in higher end employers to the City of Tempe. Providing an attractive housing option such as Crescent Rio with close proximity to public transportation options and the surrounding amenities will help keep graduating ASU students in Tempe and contributing to the workforce.

Growth Area Element

The proposed site is located in *both* the Rail Corridor Growth Area and the Rio Salado Growth Area:



Rezoning the site from GID to MU-4 will help the City of Tempe reach their goal to build the area as an employment, retail and high-density residential hub. According to the General Plan 2040, “Between 2010 and 2040, an estimated 55,000 persons will be added to Tempe...” yet, “Housing units within Tempe are projected to reach 91,000 units by 2040, an increase of more than 18,000 units over 30 years.” There will be a deficit of approximately 30,000 housing units per jobs created in Tempe. Rezoning the site from GID and redeveloping the parking lot dominated business on 1st Street at the site will allow for Crescent Rio to provide some of the housing that the City projects will be necessary to accommodate projected job growth. The unique location of the site in both the Rio Salado Growth Area and the Rail Corridor Growth Area makes the site a prime candidate for redevelopment and mixed-use development.

RS₅ – “Develop and use Rio Salado to improve regional quality of life”

The Crescent Rio proposed project and new pedestrian and bicycle passageway along the east side of the project will promote public accessibility and expand bike and walking paths in an appropriate location (linking Rio Salado Parkway to 1st Street).

RC₁ – “Focus mixed use development near rail investments to support reduced transportation costs for residents and, in turn, produce increased transit ridership”

Rezoning the Crescent Rio site from General Industrial to High-Density Mixed-Use will allow for this site to reach this objective. The live/work component of Crescent Rio near the Valley Metro light rail and the proposed Tempe Streetcar will reduce transportation costs for residents and will also increase public transportation ridership.

RC₂ – “Create a walkable community enhanced by rail transit”

The Crescent Rio development will have live/work units on the ground floor that will help activate the area and create a pedestrian friendly environment. In addition, Crescent will build a pedestrian and bicycle passageway from Rio Salado Parkway to 1st Street – available to all Tempe residents. This passageway will provide more than adequate desert landscaping and shade trees to make the area walkable.

RC₆ – “Maintain high design standards in landscape and building treatments”

The Crescent Rio project will include high quality building materials and landscaping. The site will feature a mixture of metal, stucco, brick and stone and the landscaping will consist of Desert Willow, Foothills Palo Verde, Date Palms and Rio Salado Mesquite trees.

RC₈ – “Sustain the Mill Avenue District as a regional destination”

The development of the site for Rio Crescent and the rezoning of the site from GID to MU-4 will facilitate the implementation of the Tempe Streetcar by providing increased ridership numbers along Rio Salado. The project will also provide for additional Streetcar destinations with the completion of the live/work units.

RC₁₂ – “Continue investment consistent with the public investment in transit and reflective of transit-oriented design and development”

The requested rezoning of the site will increase the utilization of the underdeveloped GID parcels on the arterial street of Rio Salado Parkway with the high-density transit oriented Crescent Rio. Including the live/work mixed-use component will give future residents and business owners business options and create a desirable walkable urban neighborhood.

RC₁₃ – “Enhance area quality of life for existing and future residents”

The construction of Crescent Rio will improve the quality of life for Tempe residents – the site will underground utility lines, be aesthetically pleasing and have a welcoming pedestrian front and improve bicycle and pedestrian flow with the inclusion of the passageway along the east side of the project. Crescent Rio will provide former ASU students and those who can not afford to purchase a home with a housing option that will allow them a greater quality of life than living in student housing.

RC₁₄ – “Promote desirable reuse of land”

One of the strategies to meet this objective is to increase residential and transit development – the Crescent Rio project will not only redevelop a GID site but it will also increase residential uses in Tempe and support both the Valley Metro light rail and the Tempe Streetcar.

Cost of Development Element

The development of the Crescent Rio project will not put any excess stress on the existing infrastructure that will not be covered by development taxes. The area is highly accessible by an arterial street – Rio Salado Parkway – and many different public transportation opportunities that will lessen the impact of new residents on the infrastructure.

Pedestrian and Bicycle Element

Crescent Rio will be mixed-use and high density near the Tempe urban core. The proximity to many different public transportation options will embrace the objectives of the General Plan 2040, such as improving the pedestrian network by providing live/work opportunities on the ground floor on 1st Street and encouraging bicycle and pedestrian traffic near, through, to and from the development with the construction of the pedestrian and bicycle passageway providing access from 1st Street to Rio Salado Parkway.

PN₂ – “Provide convenient and safe pedestrian access to destinations to promote neighborhood sustainability”

The Crescent Rio project will help add to the Pedestrian and Bicycle Network by providing safe travel options near residents’ homes, work and recreational destinations. The shaded passageway leading from 1st Street to Rio Salado Parkway, combined with the proposed bike racks along 1st Street near the live/work units will help keep Tempe a 20-minute city and will encourage biking, walking and public transit use. The pedestrian and bicycle passageway will connect two streets with bike paths/lanes (including 1st Street, which is classified as a Green Street) and help Tempe increase accessibility.

PN₄ – “Increase pedestrian accessibility and enhance the pedestrian environment with engaging and interesting experiences for pedestrians”

Rezoning the Crescent Rio site will allow Crescent Communities to build their mixed-use development and it will also allow for the construction of the pedestrian and bicycle passageway which will create an accessible environment for Tempe residents to move from Rio Salado Parkway to 1st Street. This will improve the shaded pedestrian network.

B₁ – “Provide safe and convenient access between neighborhoods and schools, parks, shopping, transit, employment, and other destinations”

The rezoning of the site will create a diversity of land use with the implementation of the live/work units on 1st Street in Crescent Rio. The connection of the pedestrian and bicycle passageway will also help meet this objective by “Ensuring walkable and bikeable connecting streets and paths that contribute to a healthy lifestyle.”

B₄ – “Improve the bikeways network”

Rezoning the Crescent Rio site will allow for Crescent Communities to help Tempe improve the bike network. The pedestrian and bicycle passageway will reduce barriers to bike travel and create an additional passageway connecting two important Tempe streets. This will fill the a gap in the bikeways system.

Transit Element

The proposed project is located near the Potential Commuter Station where the future Streetcar and existing light rail will meet and is serviced by the Orbit buses, and local Valley Metro buses. This site is near a valuable transportation and should be rezoned from General Industrial to High Density Mixed-Use (MU-4) to take advantage of the transportation opportunities. The Crescent Rio site is

located on both the local bus route, in the local transit (Orbit) zone, near the Valley Metro light rail and near the future Tempe Streetcar proposed route:



Travelways Element

The proposed site will back an arterial street – Rio Salado Parkway and front a collector street – 1st Street. The Crescent Rio site is also very close to the Freeway 202 and Sky Harbor Airport. There are multiple transportation options for the traffic drawn to the live/work element of the Crescent Rio project.

Parking and Access Management

The site will be adequately parked for residents and customers of the live/work units. Crescent Rio will provide the pedestrian and bicycle access way to help mitigate vehicular traffic issues along Rio Salado Parkway and 1st Street.

Aviation Element

The proposed Crescent Rio will be in close proximity to Phoenix Sky Harbor Airport and the key location will provide residents many different options for public transportation to the airport. The site is less than half a mile from the Valley Metro light rail which provides direct transit to the airport. A rezoning is appropriate for the Crescent Rio project as it is a prime area that would benefit from a high-density transit oriented development.

A₁ – “Encourage regional approaches to aviation transportation, while recognizing the regional role of Phoenix Sky Harbor International Airport”

Rezoning the existing GID site to a MU-4 use and density will help promote the proximity to the Sky Harbor Airport and give Tempe residents the option to live in an easily accessible public transit area for airport travel. The residential element of Crescent Rio will help Tempe meet this objective by reducing vehicular travel to the airport and instead promote public transit to the airport – through the Valley Metro light rail – which will reduce the environmental impact of the airport.

Conservation Element

All of Crescent Communities developments are built and designed to be Bronze Certified NGBS Green.

ER₄ – “Encourage energy and resource conservation as part of all development”

The Crescent Rio development will implement the following to reach energy and resource conservation goals:

- A construction waste plan implemented with a goal to recycle or salvaging a minimum of 50% by weight of construction waste.
- High-efficacy lighting – A minimum of 50% of the total hard-wired lighting fixtures or bulbs in those fixtures, qualify as high efficacy or equivalent.
- Roofing material will be highly reflective white, TPO membrane to reduce heat load on the building.
- Windows and Exterior doors will meet or exceed a U-Factor of .65 and a SHGC rating of .30
- All air conditioner and heat pump unit will exceed a cooling efficiency of 14 SEER
- Refrigerator, dishwasher and the washing machine will be Energy Star rated.
- 3rd party onsite inspection will be conducted to verify
 - Ducts are installed in accordance with ICC, IRC or IMA and all ducts are sealed
 - Building envelope air sealing is installed
 - Insulation is installed according to Grade 2 standards
 - Windows and doors are flashed, caulked and sealed in accordance with manufacturer’s instructions an NGBS specs.
- Showerheads shall be limited to 1.5 – 2.5 GPM, water closets shall be limited to 1.28 gallons per flush.
- Drip irrigation will be installed for all planting beds.
- Evapotranspiration based irrigation controller with a rain sensor or soil moisture sensor will control all irrigation.
- Fireplaces will not be installed in any units.
- All composite wood used in wood cabinets will be CARB Composite Wood Air Toxic Contaminant Measure Standard or equivalent as certified by a 3rd party.
- Exhaust Fans will be Energy Start certified

Land Element

The Crescent Rio development site is not in a Brownfield site. Crescent Communities promotes recycling for all of their residential developments. The Crescent Rio project will include recycling options for all residents.

SWR₁ – “Reduce the amount of solid and hazardous waste sent to landfills”

In addition to implementing a recycling program on the site for residents, during construction a plan will be applied to recycle or salvage a minimum of 50% by weight of the construction waste.

Environmental Planning Element

The proposed Crescent Rio project will help Tempe meet their Environmental Planning Element goal by utilizing objective two – to reduce the number of vehicle miles traveled locally and regionally. The location of the site near downtown Tempe, Farmer Arts District, Tempe Town Lake, the light rail and ASU will help residents choose environmentally friendly transit options, such as walking, biking and public transit. This will improve air quality through the following strategies and objectives:

AQ₂ – “Reduce the number of vehicle miles traveled locally and regionally”

By including the live/work component in the rezoned project, Crescent Rio will help reduce the number of miles residents travel. The site will be more appropriately used as a residential project than an industrial site considering the proximity of the site to the Valley Metro light rail, the

proposed Tempe Streetcar, Farmer Arts District (including the Madison Improvement Club, Over Easy, Culinary Dropout, and The Lodge). The reduced number of trips and distance traveled by residents to reach daily necessities is a key factor in the rezoning of the site and the construction of the Crescent Rio project. To further reach this objective, Crescent Rio plans to construct a pedestrian and bicycle passageway connecting Rio Salado Parkway and 1st Street.

AQ₄ – “Promote pollen sensitive landscape treatment”

The landscaping on the Crescent Rio site will be appropriate, water sensitive desert landscaping and approved by the City of Tempe. Crescent Rio will utilize many different desert trees and conserve water, provide shade and reduce pollen such as Desert Willow, Foothills Palo Verde, Date Palm and Rio Salado Mesquite – these trees will help also reduce ambient temperature. The increase in landscaping on the site from the current parking lot and asphalt dominated General Industrial use will help reduce the ambient temperatures in the area. In addition, the rezoning of this parcel from GID to MU-4 will also help control the ambient temperature of the site. The increased landscaping percentage and covered ground level parking (podium) will help ease the urban heat island effect.

AT₁ – “Consider ambient temperature reduction within development, energy and water resources policies and programs”

The roofing material will be highly reflective white and TPO membrane, which will reduce the heat load of the building and to further reduce the amount of heat produced and used by the building, fireplaces will not be installed in any units. Water resources will be conserved with an environmentally conscious landscape palette.

Water Resources Element

The Crescent Rio site will include xeriscaping land water sensitive plants such as Desert Willow, Foothills Palo Verde, Date Palm and Rio Salado Mesquite trees. At this time, Crescent Rio will not be utilizing stormwater saving.

Open Space Element

The Crescent Rio rezoning will not negatively affect the amount of public or private open space in Tempe.

Recreation Element

Crescent Communities provides recreation for residents in the form of a swimming pool, fitness center, indoor and outdoor lounge areas and access to entertainment areas that will alleviate additional stress on the Tempe public parks with the increase of residents in the area. In addition, the Crescent Rio site is directly across from Tempe Town Lake and will bring new residents and awareness to the public services Tempe provides its residents.

Public Art and Cultural Amenities Element

The live/work component to the Crescent Rio site could potentially be used as artistic space or galleries. The proximity to the Tempe Center for the Arts will help highlight the events Tempe promotes for residents and could bring business to Tempe and the Tempe Center for the Arts.

Public Buildings and Facilities Element

Not applicable to the Crescent Communities Rio rezoning.

Public Services Element

Not applicable to the Crescent Communities Rio rezoning.

Municipal Court Element

Not applicable to the Crescent Communities Rio rezoning.

Safety Element

The new development will be in conformance with Fire Code, Building Codes and Tempe Safety Codes.

PLANNED AREA DEVELOPMENT OVERLAY

A. Identify and provide justification for the specific modification(s) to the general development standards;
 The development standards for the MU-4 district are mostly undefined in the City of Tempe Zoning and Development Code. The proposed rezone from GID to MU-4 requires a PAD Overlay. For this overlay, we have included a chart below detailing the proposed standards.

The proposed project seeks MU-4 zoning which does not have standards. Instead, we are proposing standards for the Crescent Rio site.

B. Explain how the PAD Overlay District accommodates, encourages, and promotes innovatively designed developments involving residential and/or nonresidential land uses, which form an attractive and harmonious unit of the community;

These proposed PAD Overlay standards are appropriate for the site given the urban context along 1st Street and the lakefront proximity in an industrial neighbored by a residential district. Crescent Communities will not build a student housing development but seeks to focus on the young professional and empty-nester population. Accordingly, the dwelling unit per acre measure of density is not representative of our actual density as the majority of our dwelling units will be one-bedroom units.

Please keep in mind that if the Crescent Rio project were to replace the studio, one- and two-bedroom units entirely with four-bedroom units, the same size building would have **940 bedrooms**. As the project is proposed, Crescent Rio will only have **463** bedrooms. If each bedroom contained one person, the density of people in Crescent Rio, with a lower density of du/acre would be increased dramatically.

C. Describe how the PAD Overlay District is deemed appropriate or necessary, and traditional zoning regulations are replaced by performance considerations to fulfill the objectives of the General Plan.

This PAD District Overlay is not replacing any zoning standards for the MU-4 zoning district – the MU-4 zoning district (as shown below) mostly states “No Standard” and requires the PAD Overlay. With the amendment of the General Plan for Projected Density and our rezone from a GID to MU-4 zoning district, the proposed standards are appropriate and necessary for Crescent Communities to deliver the best product possible and include the design standards they are known for.

	GID Standards	MU-4 Standards	PAD Overlay Standards
Density (du/acre)	No Standard	No Standard	112 du/acre
# of Bedrooms	--	--	450
Building Height	35 feet	No Standard	90 feet
Maximum Lot Coverage	No Standard	No Standard	74%
Minimum Landscape Area	10%	No Standard	14%
Front Setback (Rio Salado)	25 feet	No Standard	0 feet

Front Parking Setback	20 feet	20 feet	17 feet 7 inches
Side Building Wall Setback (West)	0 feet	No Standard	12 feet
Side Building Wall Setback (East)	25 feet	No Standard	7 feet
Side Street Parking Setback	20 feet	20 feet	NA
Rear Building Wall Setback (1 st Street)	0 feet	No Standard	9 feet

DEVELOPMENT PLAN REVIEW

1. Placement, form, and articulation of buildings and structures provide variety in the streetscape;

The placement of the building and the structure of the building will provide great variety on both streetscapes (Rio Salado Parkway and 1st Street). The building will feature podium style parking, varied heights in the building façade, varying materials at the ground floor, visual separation between parking area and living space above. Additionally, the frontage on 1st Street will feature the live/work component which will be pedestrian level, inviting and will hopefully bring in pedestrian and bicycle traffic to that area.

2. Building design and orientation, together with landscape, combine to mitigate heat gain/retention while providing shade for energy conservation and human comfort;

The Crescent Rio development will be built to be NGBS Bronze certified. This includes a construction waste recycling and salvage program, heat-resistant roofing, energy efficient doors and windows and Energy Star rated appliances. The desert-landscaping palette will not only reduce water use but also will help mitigate heat and heat absorption into the building. Almost all of the site parking will be located under the building, which will further reduce glare and heat gain.

3. Materials are of a superior quality, providing detail appropriate with their location and function while complementing the surroundings;

The building materials are of superior quality and are varied in a way that will provide an interesting, detailed community. The materials were drawn from inspiration of the surrounding Tempe area, including the Tempe Center for the Arts and include perforated metal, finished stucco, metal panels, brick and stone masonry, metal louver, metal sun shading and a decorative metal rollup door.

4. Buildings, structures, and landscape elements are appropriately scaled, relative to the site and surroundings;

The building and the landscaping will be properly scaled. The building frontage along 1st Street will be pedestrian in design as Crescent Rio intends to attract business to the live/work units that along 1st Street.

5. Large building masses are sufficiently articulated so as to relieve monotony and create a sense of movement, resulting in a well-defined base and top, featuring an enhanced pedestrian experience at and near street level;

Crescent Communities prides themselves in being creative and innovative when designing buildings. The building will reflect the surrounding area – including Tempe Town Lake and the Tempe Center for the Arts – and the detailed finishes on the building will relieve monotony. The building will also feature a mezzanine level that will bring the eye to the top of the structure and present an iconic view of the area from the 202 Freeway.

6. Building facades provide architectural detail and interest overall with visibility at street level (in particular, special treatment of windows, entries and walkways with particular attention to proportionality, scale, materials, rhythm, etc.) while responding to varying climatic and contextual conditions;

The building façades Crescent Communities has planned for Crescent Rio will completely reflect the urban environment of Tempe while keeping in mind the necessary street level interest for pedestrians accessing the development and live/work component from 1st Street. The live/work units on 1st Street will feature storefront glazing and metal canopies to help reduce sun exposure. Each proposed live/work unit will have a separate walkway leading to the storefront with inviting shade landscaping. The project will be an appropriate pedestrian scale from 1st Street and of appropriate vehicular traffic scale from Rio Salado Parkway.

7. Plans take into account pleasant and convenient access to multi-modal transportation options and support the potential for transit patronage;

Crescent Communities would like to use the eastern portion of the property to construct a pedestrian and bicycle passageway to give Crescent Rio and City of Tempe resident access from Rio Salado Parkway to 1st Street. The passageway will include shade trees and desert landscaping that will create a pleasant and convenient access way to reach public transportation options and recreational and entertainment options in the Farmer Arts District.

8. Vehicular circulation is designed to minimize conflicts with pedestrian access and circulation, and with surrounding residential uses;

The vehicular circulation plans will minimize conflicts with pedestrians. The resident parking will be located inside of a parking garage and mostly underground which will reduce vehicular contact with pedestrians and bicycles. The surrounding residential uses and the Crescent Rio residents will benefit from the proposed bicycle and pedestrian passageway that will be located to the east of the project. This passageway will further reduce bicycle and pedestrian conflicts and help with circulation.

9. Plans appropriately integrate Crime Prevention Through Environmental Design principles such as territoriality, natural surveillance, access control, activity support, and maintenance;

The Crescent Rio development will appropriately integrate Crime Prevention Through Environmental Design principles as suggested in the City of Tempe Zoning and Development Code.

10. Landscape accents and provides delineation from parking, buildings, driveways and pathways;

The appropriate desert landscaping planting scheme will create a pedestrian/bicycle barrier from vehicles on the project. The landscaping in the center island of the entry way and the landscaping outlining the pedestrian path from Rio Salado Parkway to the leasing office and building entrance will help protect residents from vehicular contact. The south side of Crescent Rio will have shade landscaping near the bike racks for live/work customers and clients and the reduction of access ways to one vehicular ingress/egress into Crescent Rio from 1st Street will help minimize pedestrian exposure to vehicles.

11. Signs have design, scale, proportion, location and color compatible with the design, colors, orientation and materials of the building or site on which they are located; and

Crescent Rio will follow City of Tempe guidelines with regards to monument and building signs.

12. Lighting is compatible with the proposed building(s) and adjoining buildings and uses, and does not create negative effects.

The proposed lighting will be compatible with the surrounding neighborhood, buildings and uses. The lighting will adequately light Crescent Rio to create a safe environment without creating a nuisance or disturbance.

















PLANNED AREA DEVELOPMENT OVERLAY FOR CRESCENT RIO

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDAN, MARICOPA COUNTY, ARIZONA

REC15105



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ktgy.com
949 851 2133

KTGY Project No: 20150390

Project Contact: Mark Oberholzer
Email: moberholzer@ktgy.com

Principal: David Senden
Project Designer: Hector Gonzalez

Developer

Crescent Communities

6400 S Fiddlers Green Circle,
Suite 1000
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720.360.3685
crescentcommunities.com

Project Name

PL150283

CRESCENT RIO

RIO SALADO PKWY
TEMPE, AZ 85281



Drawing Name

PAD COVER
SHEET

PAD Submittal November 20, 2015

A0.01

DS150629

OWNER/DEVELOPER

CRESCENT COMMUNITIES
6400 S FIDDLERS GREEN CIRCLE, SUITE 1600
GREENWOOD VILLAGE, CO 80111
CONTACT: SCOTT MAKEE
PHONE: 720.360.3682
EMAIL: SMAKEE@CRESCENTCOMMUNITIES.COM
CRESCENTCOMMUNITIES.COM

PROJECT DATA

ZONING DISTRICT	PAD PROVIDED	MU4(PAD)(ROSD)
TABLE 4-204 G(DI)ROSD)		
GENERAL PLAN PROJECTED LAND USE	MIXED USE	
GENERAL PLAN 2040 DENSITY	HIGH DENSITY URBAN CORE	
SITE AREA	137,878 SF or 3.165 ACRES	
SITE ARE TO R.O.W.	158,334 SF or 3.63 ACRES	
DWELLING QUANTITY	356 DWELLING UNITS	
	56 - Studios 201 - 1 Bedroom / 1 Bathroom 84 - 2 Bedrooms / 2 Bathroom 5 - Live/Work Townhouse Units	
DENSITY	312 DU/AC	
DENSITY TO R.O.W.	98 DU/AC	
BUILDING HEIGHT	90' FEET	
	Building height measured per IRC is 84'-10" Building height of 90' is measured from curb to top of parapet	
BUILDING LOT COVERAGE	102,400 SF (74%)	
BUILDING LOT CVRG TO R.O.W.	102,400 SF (65%)	
SITE LANDSCAPE COVERAGE	14%	
BUILDING SETBACKS		
FRONT (North Property Line)	0'	
SIDE WEST (Adjacent Parcel)	12'	
SIDE EAST (Adjacent Parcel)	7'	
REAR (First Street)	9'	
VEHICLE PARKING QUANTITY	629 SPACES	
	Total Parking Provided: 626 Accessible Parking Calculation: Resident: 2% of 546=11 spaces (9 + 2 van) Guest: 2% of 71 = 2 (1 + 1 van) Retail (Live/Work): 2% of 12 = 1; Minimum 5 space = 5 van space Accessible Parking Provided: Resident: 9 + 2 van spaces Guest: 1 + 1 van space Retail(Live/Work): 1 + 1 van space	
BICYCLE PARKING QUANTITY	340 SPACES	
	First Street Bike Rack Spaces: 6 Rio Salado Bike Rack Spaces: 2 Enclosed common bike storage room: 117 Live/Work Storage Closets (Unit Plan 1-3): 97 Unit Bike Storage Racks: Unit Plan 1-3: 11 and 1-1: 116 Total Bicycle Parking Provided: 340	

ACKNOWLEDGEMENT

ON THIS _____ DAY OF _____, 2015 BEFORE ME,
THE UNDERSIGNED, PERSONALLY APPEARED _____
WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS
RECORDED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE
FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL

BY: _____ NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

CRESCENT COMMUNITIES

BY: _____ OWNER _____ DATE _____

LEGAL DESCRIPTION

LOTS 13E AND 14E, STATE PLAT 12 AMENDED, ACCORDING TO THE PLAT OF RECORD IN
BOOK 69 OF MAPS, PAGE 38 MARICOPA COUNTY RECORDER, AND A PORTION OF APN
124-24-246, APN 124-24-246, APN 124-24-247, AND APN 124-24-027K, ALL BEING A PORTION
OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 4 EAST OF
THE GILA AND SALT RIVER BASE AND MERIDAN, MARICOPA COUNTY, ARIZONA

APPROVAL

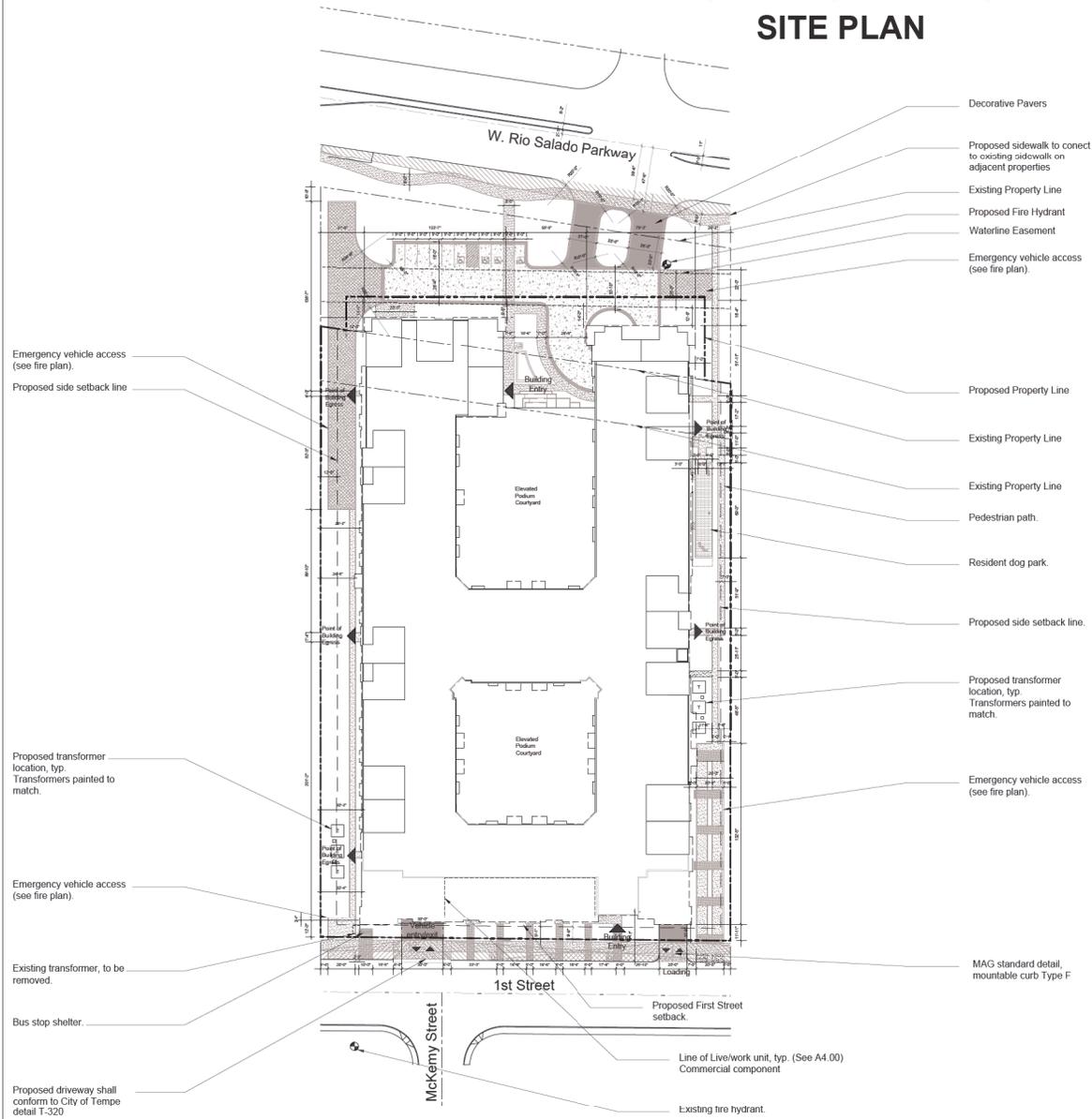
APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPE ON THIS _____ DAY OF _____, 2015.

DS150629

PL150283

REC15105

PLANNED AREA DEVELOPMENT OVERLAY FOR CRESCENT RIO SITE PLAN



The proposed site plan modifies the existing entitlements for this site with a proposed new Planned Area Development on the design presented within this plan dated November 20, 2015.

FORMING DISTRICT TABLE 4-204 (S/D/ROSD)	ZDC STANDARDS FOR DISTRICT	PAD PROVIDED	MU4(PAD)(ROSD)
GENERAL PLAN PROJECTED LAND USE	MIXED USE	MIXED USE	
GENERAL PLAN 2040 DENSITY	MEDIUM HIGH	HIGH DENSITY URBAN CORE	
SITE AREA	137,878 SF or 3.165 ACRES	137,878 SF or 3.165 ACRES	
SITE ARE TO R.O.W.	158,334 SF or 3.63 ACRES	158,334 SF or 3.63 ACRES	
DWELLING QUANTITY	NS (NO STANDARD)	356 DWELLING UNITS	
		56 - Studios 201 - 1 Bedroom / 1 Bathroom 94 - 2 Bedroom / 2 Bathroom 5 - Live/Work Townhouse Units	
DENSITY	NS	112 DU/AC	
DENSITY TO R.O.W.		98 DU/AC	
BUILDING HEIGHT	35'	90' FEET Building height measured per IRC is 84'-10" Roaming height of 90' is measured from curb to top of parapet	
BUILDING LOT COVERAGE	NS	102,400 SF (74%)	
BUILDING LOT CVRG TO R.O.W.		102,400 SF (65%)	
SITE LANDSCAPE COVERAGE	10% MINIMUM	14%	
BUILDING SETBACKS			
FRONT (Platth Property Line)	25'	0'	
SIDE WEST (Adjacent Parcel)	0'	12'	
SIDE EAST (Adjacent Parcel)	0'	7'	
REAR (rear street)	0'	9'	
VEHICLE PARKING QUANTITY	629 SPACES	629 SPACES	629
	Land/Work Parking Requirement: 5 two-story units @ 1135 of Total ground level of 3380 of 3380 @ 25.0 ft per car = 12 parking spaces	Total Parking Provided Accessible Parking Calculation: Resident: 2% of 549-111 spaces (10 + 2 van) Guest: 2% of 71 = 1 (1 van) Retail (Live/Work): 2% of 12 = 1; Minimum 1 space = 1 van space Accessible Parking Provided: Resident: 9 + 2 van spaces Guest: 1 = 1 van space Retail (Live/Work): 1 = 1 van space	
BICYCLE PARKING QUANTITY	340 SPACES	340 SPACES	
	Land/Work Parking Requirement: 5 units @ 672 of = 3380 of 5 spaces per 4000 of or min. 4 spaces = 4 Residential Parking Requirement: Studios: 56 units @ .75 per unit = 42 1 Bed / 1 Bath: 201 units @ .75 per unit = 151 2 Bed / 2 Bath: 94 units @ .75 per unit = 71 Guest Parking @ 0.2 spaces per unit = 71 Total Bicycle Parking Required: 340	First Street Bike Rack Spaces: 6 Rio Salado Bike Rack Spaces: 2 Enclosed common bike storage rooms: 117 Unit Bike Storage Racks (Unit Plan 1-2): 97 Unit Bike Storage Racks: (Unit Plan 0-2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12): 118 Total Bicycle Parking Provided: 340	

REC15105

PL150263

DS150629



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KTGY Project No: 20150390

Project Contact: Mark Oberholzer
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Principal: David Senden
Project Designer: Hector Gonzalez

Developer

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crescentcommunities.com

Project Name

CRESCENT RIO
RIO SALADO PKWY
TEMPE, AZ 85281



Drawing Name

PAD SITE PLAN

PAD Submittal November 20, 2015

A0.02

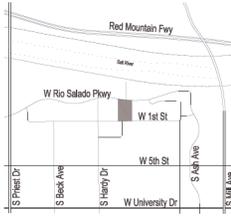
DS150629

PL150283

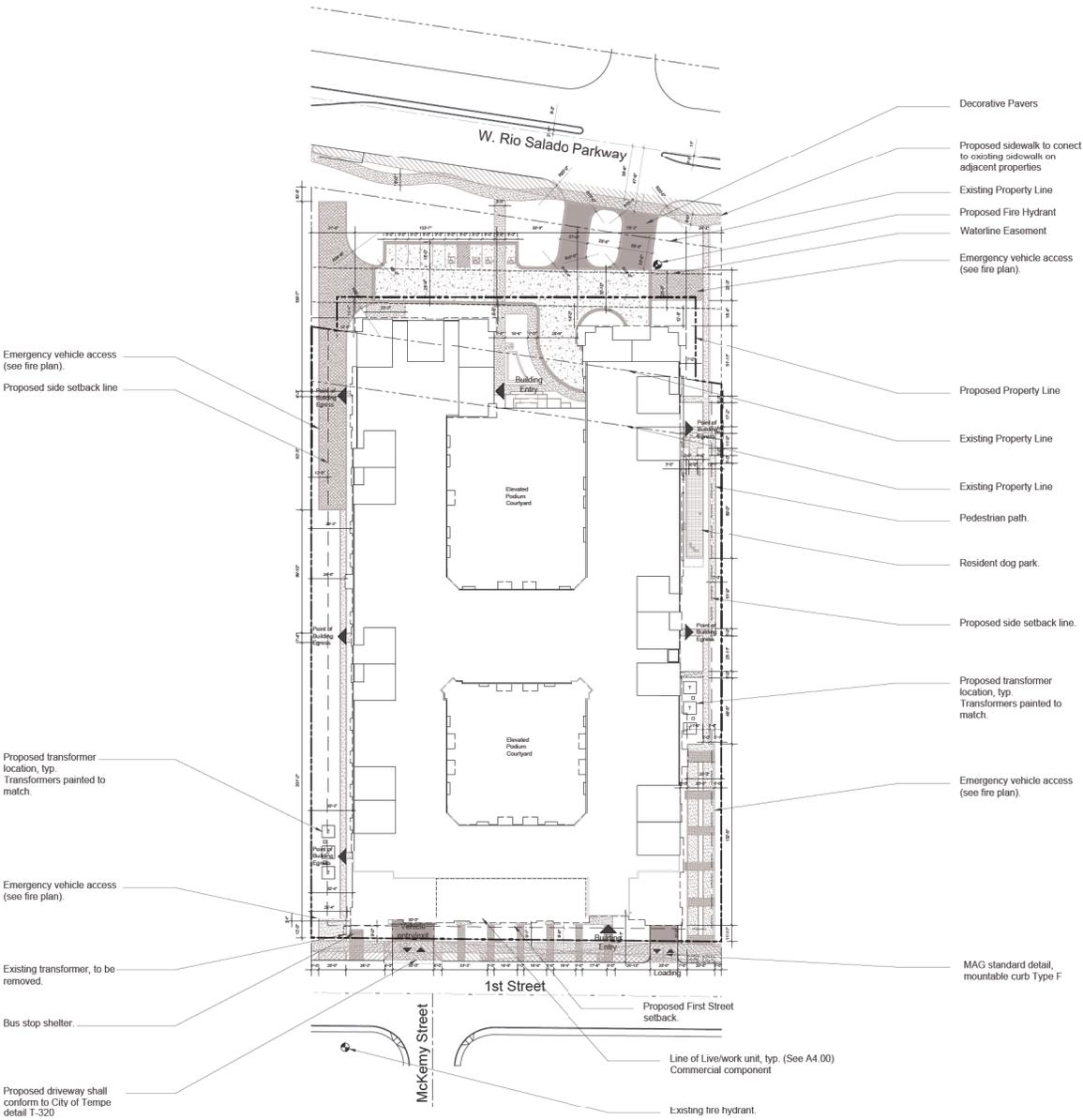
REC15105



SITE VICINITY MAP



PROJECT ADDRESS:
W RIO SALADO PKWY
TEMPE, AZ 85281



- Decorative Pavers
- Proposed sidewalk to connect to existing sidewalk on adjacent properties
- Existing Property Line
- Proposed Fire Hydrant
- Waterline Easement
- Emergency vehicle access (see fire plan)
- Proposed Property Line
- Existing Property Line
- Existing Property Line
- Pedestrian path.
- Resident dog park.
- Proposed side setback line.
- Proposed transformer location, typ. Transformers painted to match.
- Emergency vehicle access (see fire plan).
- MAG standard detail, mountable curb Type F
- Proposed driveway shall conform to City of Tempe detail T-320
- Proposed side setback line
- Emergency vehicle access (see fire plan)
- Proposed transformer location, typ. Transformers painted to match.
- Emergency vehicle access (see fire plan)
- Existing transformer, to be removed.
- Bus stop shelter.
- Proposed driveway shall conform to City of Tempe detail T-320
- Proposed First Street setback.
- Line of Live/work unit, typ. (See A4.00) Commercial component
- Existing fire hydrant.



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Project Name

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RIO SALADO PKWY
TEMPE, AZ 85281



Drawing Name

SITE PLAN

PAD Submittal November 20, 2015

A1.00



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CRESCENT RIO

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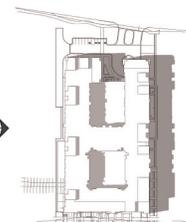


Drawing Name

**BLACK & WHITE
 ELEVATIONS**

PAD Submittal November 20, 2015

A2.05



Key Map N.T.S.

ELEVATION KEYNOTES

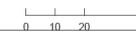
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| 5 | Stucco Finish 2 | Color: SW 7028 |
| 6 | Stucco Finish 2 | Color: SW 7066 |
| 7 | Brick Masonry | Belden "Sienna Blend"; size: 3 5/8" X 15 5/8" |
| 8 | Metal Cladding | Ribbed White Metal Panel |
| 9 | Wood Wall Panel | Nichilva Vintage Wood Cedar, horizontal |
| 10 | Metal Guardrail 1 | Welded Wire Mesh |
| 11 | Metal Guardrail 2 | Perforated Metal Panel |
| 12 | Unit Window | Clear Anodized Aluminum Finish |
| 13 | Storefront Window | Clear Anodized Aluminum Finish |
| 14 | Open Garage Screening | Welded Wire Mesh |
| 15 | Closed Garage Screening | Fiber Cement Panel - Color: SW 7068 |
| 16 | Metal Sunshade | |
| 17 | | Not used this sheet |
| 18 | | Not used this sheet |
| 19 | | Decorative Metal Rollup Door |



1. South Elevation (First Street Elevation)



2. East Elevation





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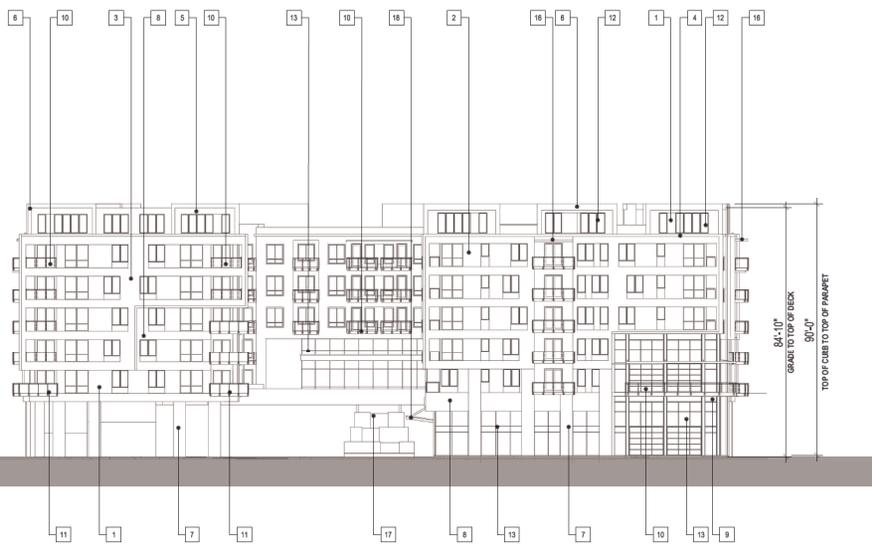
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Key Map N.T.S.

ELEVATION KEYNOTES

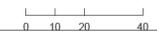
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| 7 Brick Masonry | Brick: "Sienna Blend", size 3 5/8" X 15 5/8" |
| 8 Metal Cladding | Ribbed White Metal Panel |
| 9 Wood Siding/Soffit | Grey stain |
| 10 Metal Guardrail 1 | Welded Wire Mesh |
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| 12 Unit Window | Clear Anodized Aluminum Finish |
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| 14 Open Garage Screening | Welded Wire Mesh |
| 15 Closed Garage Screening | Fiber Cement Panel - Color: SW 7068 |
| 16 Metal Sunshade | |
| 17 Water Feature re: Landscape | |
| 18 Metal Canopy | |
| 19 | Not used this sheet |



1. North Elevation (Rio Salado Parkway Elevation)



2. West Elevation



CRESCENT RIO

RIO SALADO PKWY
 TEMPE, AZ 85281



Drawing Name

BLACK & WHITE ELEVATIONS

PAD Submittal November 20, 2015

A2.04



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Project Name

CRESCENT RIO

RIO SALADO PKWY
 TEMPE, AZ 85281

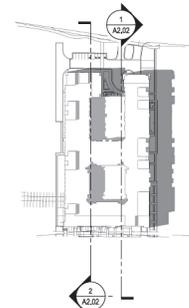


Drawing Name

**BLACK & WHITE
 ELEVATIONS**

PAD Submittal November 20, 2015

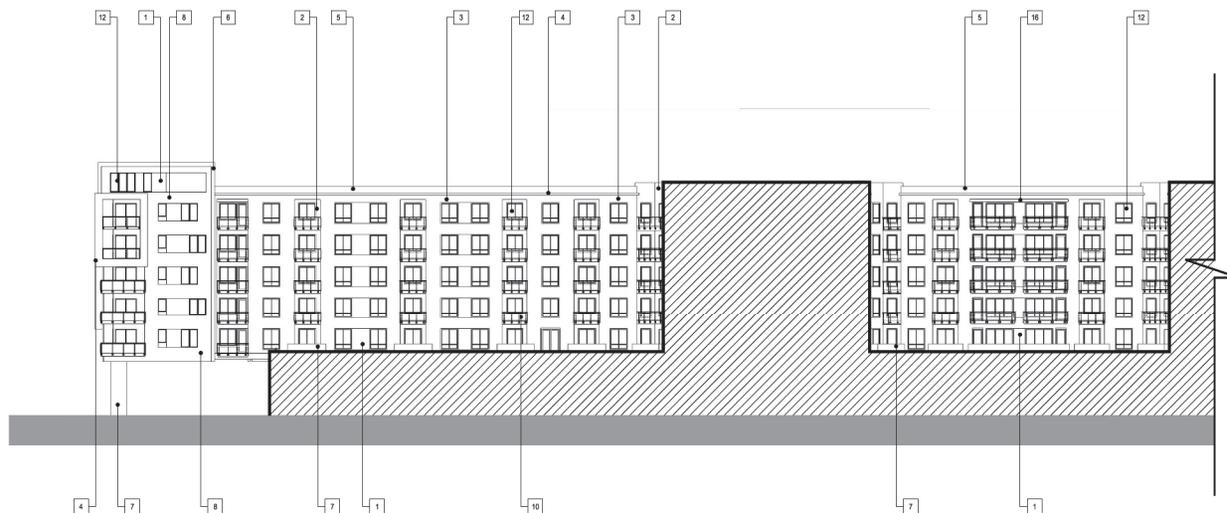
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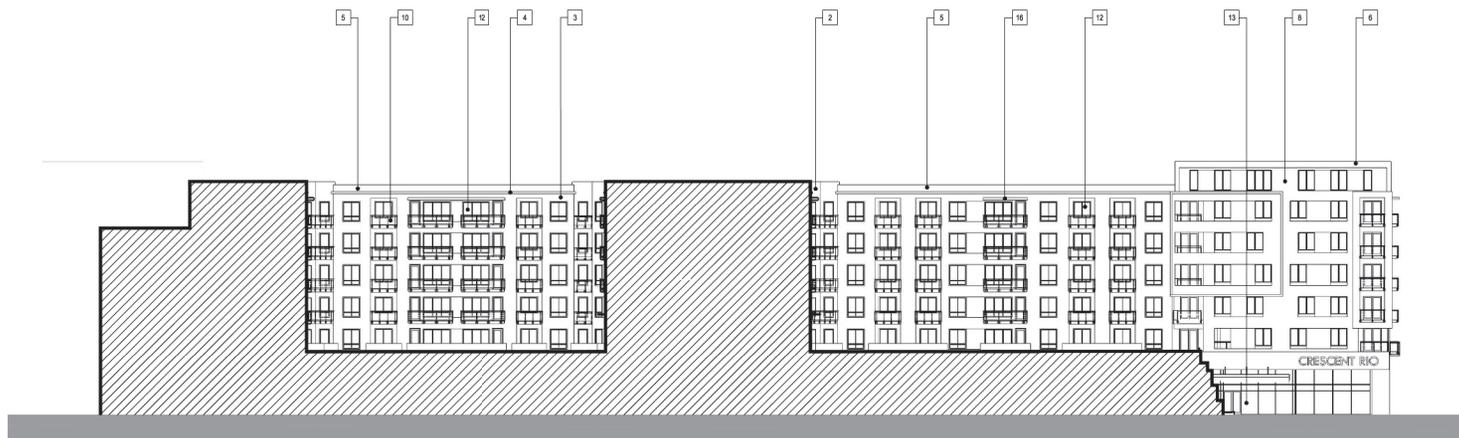
Key Map N.T.S.

ELEVATION KEYNOTES

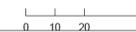
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| 8 | Metal Cladding | Ribbed White Metal Panel |
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| 10 | Metal Guardrail 1 | Welded Wire Mesh |
| 11 | Not used this sheet | |
| 12 | Unit Window | Clear Anodized Aluminum Finish |
| 13 | Storefront Window | Clear Anodized Aluminum Finish |
| 14 | Not used this sheet | |
| 15 | Not used this sheet | |
| 16 | Metal Sunshade | |
| 17 | Not used this sheet | |
| 18 | Not used this sheet | |
| 19 | Not used this sheet | |



1. West Interior Elevation (Courtyard Elevation)



2. East Interior Elevation (Courtyard Elevation)





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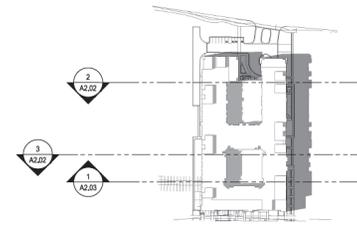
Principal: David Senden
 Project Designer: Hector Gonzalez

Developer

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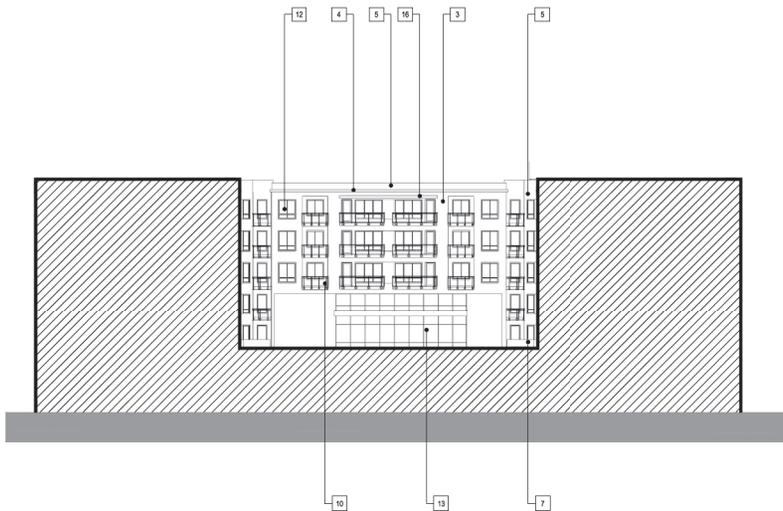
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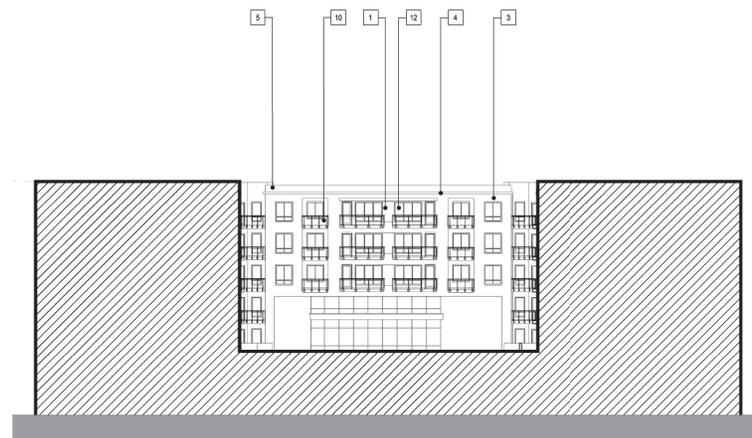
Key Map N.T.S.

ELEVATION KEYNOTES

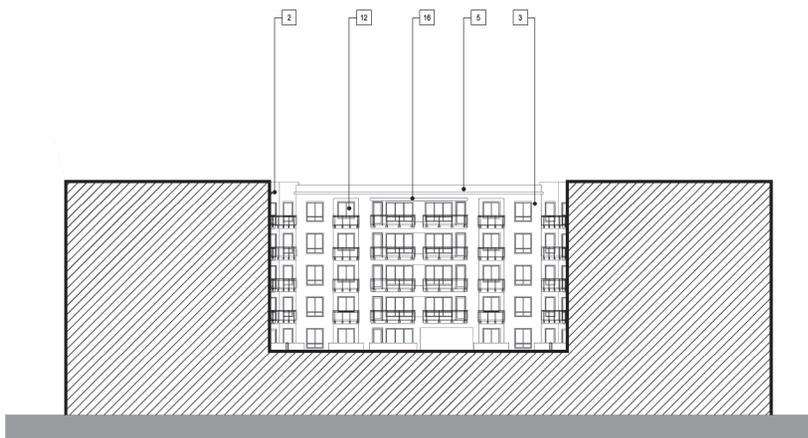
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| 7 | Brick Masonry | Belden "Sienna Blend"; size 3 5/8" X 15 5/8" |
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| 11 | Not used this sheet | |
| 12 | Unit Window | Clear Anodized Aluminum Finish |
| 13 | Storefront Window | Clear Anodized Aluminum Finish |
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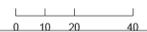
1. South Interior Elevation (Courtyard Elevation)



2. North Interior Elevation 1 (Courtyard Elevation)



3. North Interior Elevation 2 (Courtyard Elevation)



CRESCENT RIO
 RIO SALADO PKWY
 TEMPE, AZ 85281



Drawing Name

**BLACK & WHITE
 ELEVATIONS**

PAD Submittal November 20, 2015

A2.07

South color elevation from the 11/12/15 DRC Staff Report, updated/proposed elevation is the next attachment.



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Project Name

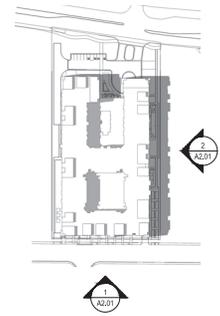
CRESCENT RIO
 RIO SALADO PKWY
 TEMPE, AZ 85281



Drawing Name
 ELEVATIONS

PAD Submittal October 21, 2015

A2.01



Key Map N.T.S.

ELEVATION KEYNOTES

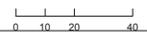
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7	Brick Masonry	Beliden "Sienna Blend", size 3 5/8" X 15 5/8"
8	Metal Cladding	Ribbed White Metal Panel
9	Not used this sheet	
10	Metal Guardrail 1	Welded Wire Mesh
11	Metal Guardrail 2	Perforated Metal Panel
12	Unit Window	Clear Anodized Aluminum Finish
13	Storefront Window	Clear Anodized Aluminum Finish
14	Open Garage Screening	Welded Wire Mesh
15	Closed Garage Screening	Fiber Cement Panel - Color: SW 7068
16	Metal Sunshade	
17	Not used this sheet	
18	Not used this sheet	
19	Decorative Metal Rollup Door	



1. South Elevation (First Street Elevation)



2. East Elevation





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 Email: moberholzer@ktgy.com

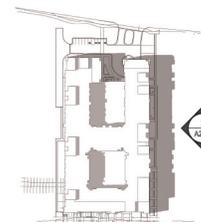
Principal: David Senden
 Project Designer: Hector Gonzalez

Developer

Crescent Communities

6400 S Fiddlers Green Circle,
 Suite 1000
 Greenwood Village, CO 80111
 720.360.3685
 crescentcommunities.com

Project Name



Key Map N.T.S.

ELEVATION KEYNOTES

- | | | |
|----|------------------------------|--|
| 1 | Stucco Finish 1 | Color: SW 6514 |
| 2 | Stucco Finish 1 | Color: SW 6524 |
| 3 | Stucco Finish 1 | Color: SW 7058 |
| 4 | Stucco Finish 1 | Color: SW 7068 |
| 5 | Stucco Finish 2 | Color: SW 7028 |
| 6 | Stucco Finish 2 | Color: SW 7066 |
| 7 | Brick Masonry | Brick: "Sienna Blend", size 3 5/8" X 15 5/8" |
| 8 | Metal Cladding | Ribbed White Metal Panel |
| 9 | Wood Wall Panel | Nichia Vintage Wood Cedar, horizontal |
| 10 | Metal Guardrail 1 | Welded Wire Mesh |
| 11 | Metal Guardrail 2 | Perforated Metal Panel |
| 12 | Unit Window | Clear Anodized Aluminum Finish |
| 13 | Storefront Window | Clear Anodized Aluminum Finish |
| 14 | Open Garage Screening | Welded Wire Mesh |
| 15 | Closed Garage Screening | Fiber Cement Panel - Color: SW 7068 |
| 16 | Metal Sunshade | |
| 17 | Not used this sheet | |
| 18 | Not used this sheet | |
| 19 | Decorative Metal Rollup Door | |



1. South Elevation (First Street Elevation)



2. East Elevation

CRESCENT RIO

RIO SALADO PKWY
 TEMPE, AZ 85281

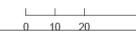


Drawing Name

ELEVATIONS

PAD Submittal November 20, 2015

A2.01





KTGY Group, Inc.
 17922 Fitch
 Irvine, California 92614
 ktgy.com
 949 851 2133

KTGY Project No: 20150390

Project Contact: Mark Oberholzer
 Email: moberholzer@ktgy.com

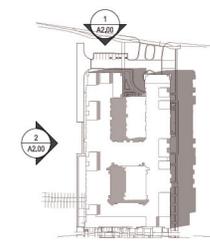
Principal: David Senden
 Project Designer: Hector Gonzalez

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Crescent Communities

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 crescentcommunities.com

Project Name



Key Map N.T.S.

ELEVATION KEYNOTES

- | | |
|-----------------------------------|--|
| 1 Stucco Finish 1 | Color: SW 6514 |
| 2 Stucco Finish 1 | Color: SW 6534 |
| 3 Stucco Finish 1 | Color: SW 7058 |
| 4 Stucco Finish 1 | Color: SW 7068 |
| 5 Stucco Finish 2 | Color: SW 7028 |
| 6 Stucco Finish 2 | Color: SW 7066 |
| 7 Brick Masonry | Builder: "Sienna Blend"; size 3 5/8" X 15 5/8" |
| 8 Metal Cladding | Ribbed White Metal Panel |
| 9 Wood Siding/Soffit | Grey stain |
| 10 Metal Guardrail 1 | Welded Wire Mesh |
| 11 Metal Guardrail 2 | Perforated Metal Panel |
| 12 Unit Window | Clear Anodized Aluminum Finish |
| 13 Storefront Window | Clear Anodized Aluminum Finish |
| 14 Open Garage Screening | Welded Wire Mesh |
| 15 Closed Garage Screening | Fiber Cement Panel - Color: SW 7068 |
| 16 Metal Sunshade | |
| 17 Water Feature (c): Laminiscape | |
| 18 Metal Canopy | |
| 19 | Not used this sheet |



1. North Elevation (Rio Salado Parkway Elevation)



2. West Elevation

CRESCENT RIO

RIO SALADO PKWY
 TEMPE, AZ 85281

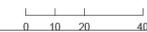


Drawing Name

ELEVATIONS

PAD Submittal November 20, 2015

A2.00





KTGY Group, Inc.
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KTGY Project No: 20150390

Project Contact: Mark Oberholzer
 Email: moberholzer@ktgy.com

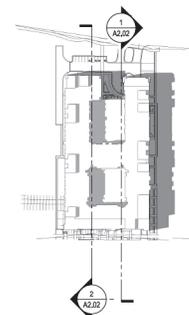
Principal: David Senden
 Project Designer: Hector Gonzalez

Developer

Crescent Communities

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 crescentcommunities.com

Project Name



Key Map N.T.S.

ELEVATION KEYNOTES

- | | | |
|----|---------------------|--|
| 1 | Stucco Finish 1 | Color: SW 6514 |
| 2 | Stucco Finish 1 | Color: SW 6524 |
| 3 | Stucco Finish 1 | Color: SW 7068 |
| 4 | Stucco Finish 1 | Color: SW 7068 |
| 5 | Stucco Finish 2 | Color: SW 7028 |
| 6 | Stucco Finish 2 | Color: SW 7006 |
| 7 | Brick Masonry | Field: "Sienna Blend", size 3 5/8" X 15 5/8" |
| 8 | Metal Cladding | Ribbed White Metal Panel |
| 9 | Not used this sheet | |
| 10 | Metal Guardrail 1 | Welded Wire Mesh |
| 11 | Not used this sheet | |
| 12 | Unit Window | Clear Anodized Aluminum Finish |
| 13 | Storefront Window | Clear Anodized Aluminum Finish |
| 14 | Not used this sheet | |
| 15 | Not used this sheet | |
| 16 | Metal Sunshade | |
| 17 | Not used this sheet | |
| 18 | Not used this sheet | |
| 19 | Not used this sheet | |



1. West Interior Elevation (Courtyard Elevation)



2. East Interior Elevation (Courtyard Elevation)



CRESCENT RIO

RIO SALADO PKWY
 TEMPE, AZ 85281



Drawing Name

ELEVATIONS

PAD Submittal November 20, 2015

A2.02



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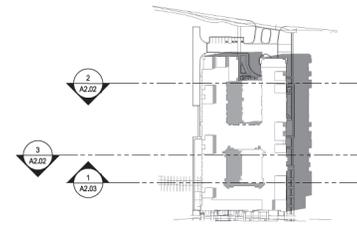
Principal: David Senden
 Project Designer: Hector Gonzalez

Developer

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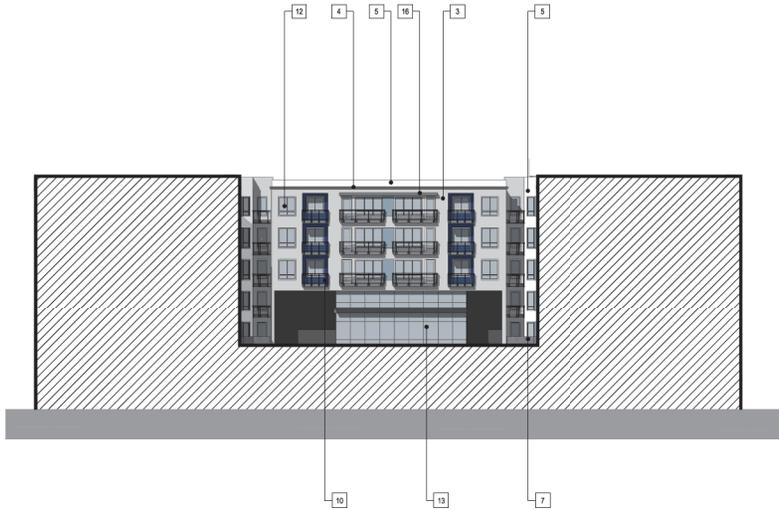
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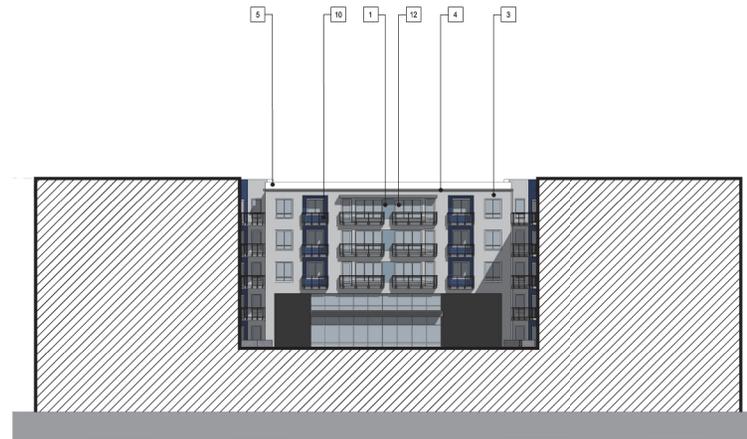
Key Map N.T.S.

ELEVATION KEYNOTES

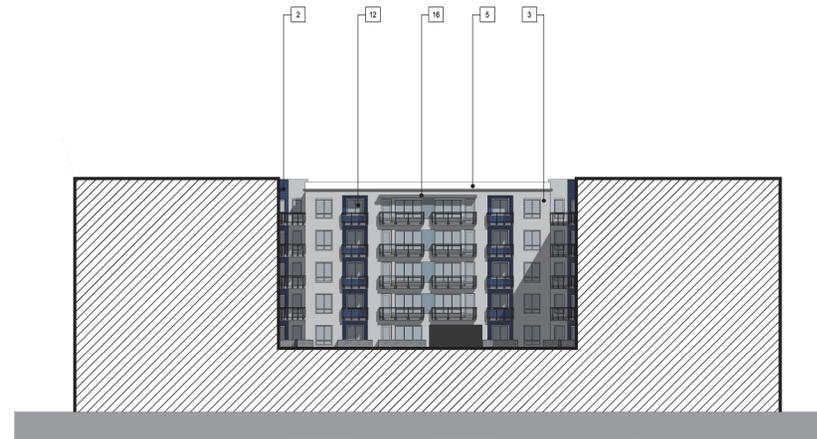
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2	Stucco Finish 1	Color: SW 6534
3	Stucco Finish 1	Color: SW 7058
4	Stucco Finish 1	Color: SW 7068
5	Stucco Finish 2	Color: SW 7028
6	Not used this sheet	
7	Brick Masonry	Belden "Sienna Blend"; size 3 5/8" X 15 5/8"
8	Not used this sheet	
9	Not used this sheet	
10	Metal Guardrail 1	Welded Wire Mesh
11	Not used this sheet	
12	Unit Window	Clear Anodized Aluminum Finish
13	Storefront Window	Clear Anodized Aluminum Finish
14	Not used this sheet	
15	Not used this sheet	
16	Metal Sunshade	
17	Not used this sheet	
18	Not used this sheet	
19	Not used this sheet	



1. South Interior Elevation (Courtyard Elevation)



2. North Interior Elevation 1 (Courtyard Elevation)



3. North Interior Elevation 2 (Courtyard Elevation)



CRESCENT RIO
 RIO SALADO PKWY
 TEMPE, AZ 85281

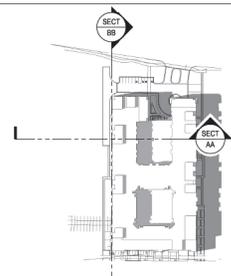


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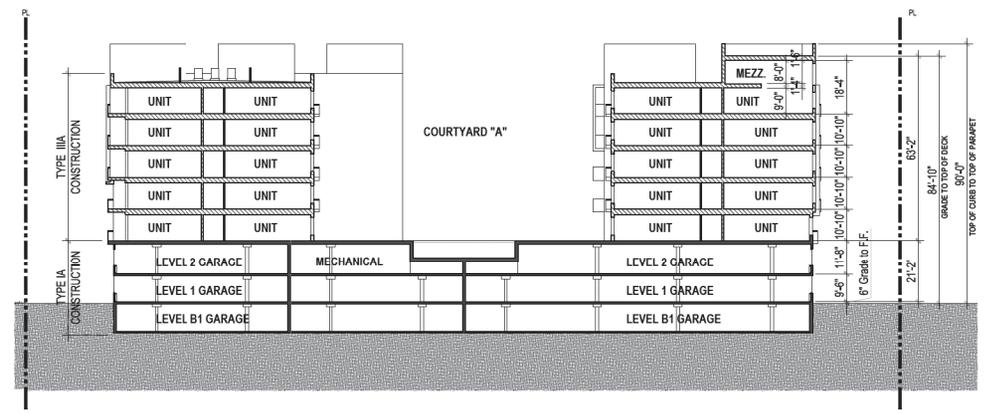
ELEVATIONS

PAD Submittal November 20, 2015

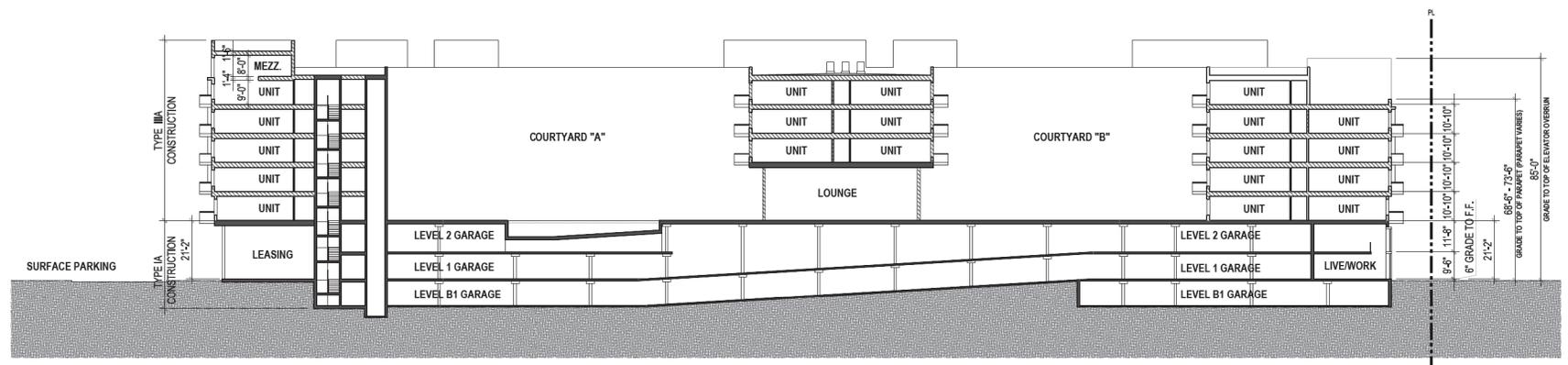
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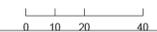
Key Map N.T.S.



Section AA



Section BB



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KTGY Project No: 20150390

Project Contact: Mark Oberholzer
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Principal: David Senden
 Project Designer: Hector Gonzalez

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Project Name

CRESCENT RIO
 RIO SALADO PKWY
 TEMPE, AZ 85281



Drawing Name

BUILDING SECTIONS

PAD Submittal November 20, 2015

A3.00

GENERAL LANDSCAPE NOTES

1. THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLAN AS CLOSELY AS POSSIBLE. ANY DISCREPANCY IN THE PLAN VS. THE FIELD CONDITIONS SHALL BE REPORTED TO THE CITY REPRESENTATIVE IMMEDIATELY.
2. IN THE EVENT THAT POTTED TREES NEED TO BE REMOVED IN ORDER TO PROVIDE ACCESS FOR UTILITY MAINTENANCE, REPLACEMENT OF SUCH TREES SHALL BE AT THE DEVELOPERS EXPENSE.
3. LOCATION OF ALL ELEMENTS ON THIS PLAN SHALL BE APPROVED BY THE PROJECT REPRESENTATIVE, PRIOR TO INSTALLATION.
4. MAINTENANCE: ALL LANDSCAPING AND IRRIGATION SYSTEMS SHALL BE MAINTAINED TO ACHIEVE PERMANENT, SAFE, AND SUCCESSFUL LANDSCAPING.
5. ALL DISTURBED, GRUBBED, GRADED OR BLADED AREAS NOT OTHERWISE IMPROVED SHALL BE LANDSCAPED, RESEED, OR TREATED WITH AN INORGANIC OR ORGANIC GROUND COVER.
6. THE SCHEDULE FOR PLANTING OF TREES AND SHRUBS SHALL BE AT THE DISCRETION OF THE CONTRACTOR. PLANTING DURING EXTREMELY COLD, HOT, OR WINDY PERIODS SHALL BE PERFORMED AT THE CONTRACTOR'S RISK. PLANTS WHICH ARE DAMAGED OR DIE PRIOR TO FINAL ACCEPTANCE AS A RESULT OF EXTREME WEATHER CONDITIONS SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
7. PLANT SIZE, LOCATION AND SPACING:
 - 7.A. TREES AND SHRUBS ARE TO BE LOCATED SO THAT, AT MATURITY, THEY DO NOT INTERFERE WITH EXISTING ON-SITE OR OFF-SITE UTILITY SERVICE LINES OR UTILITY EASEMENTS OR WITH SOLAR ACCESS TO AN ADJACENT PROPERTY.
 - 7.B. ALL SHRUBS AND GROUND COVERS TO BE A MINIMUM OF 2' FROM BACK OF CURB OR BACK OF SIDEWALK.
8. PLANT PLACEMENT TO BE FIELD ADJUSTED AS NEEDED TO AVOID PROPOSED UTILITIES, EXISTING PRESERVED VEGETATION, AND OTHER FIELD CONDITIONS. CONTACT THE PROJECT REPRESENTATIVE FOR RELOCATION OF PLANTS IN QUESTIONABLE AREAS.
9. ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE REVEGETATED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE PROJECT REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK.
10. THE CONTRACTOR SHALL WARRANTY THE PLANT MATERIAL, IRRIGATION SYSTEM AND WORKMANSHIP FOR A MINIMUM PERIOD OF ONE YEAR.
11. IN THE EVENT OF ANY DISPUTE BETWEEN THESE PLANS AND THE STANDARD SPECIFICATION, THE STANDARD SPECIFICATION SHALL PREVAIL.
12. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES.
13. IT IS THE OWNERS RESPONSIBILITY TO KEEP THE SIGHT VISIBILITY TRIANGLES (SVT), AND THE PEDESTRIAN ACCESS AREA, MUST PROVIDE A WINDOW OF VISIBILITY FROM 30' TO 72' ABOVE GRADE.
14. FINAL PLANT LOCATIONS MUST BE IN COMPLIANCE WITH ALL UTILITY SETBACK REQUIREMENTS.
15. REMOVE ALL EXISTING LANDSCAPE WITHIN THE LANDSCAPE LIMITS SHOWN ON LANDSCAPE PLAN, WITH THE EXCEPTION OF PLANTS IDENTIFIED AS PROTECT IN PLACE OR AS DIRECTED BY THE OWNERS REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT. COORDINATE A SITE VISIT PRIOR TO DEMOLITION.
16. LANDSCAPE UPLIGHTS WILL BE LOCATED AT SPECIMEN TREES.
17. LANDSCAPE ARCHITECT TO SELECT AND TAG TREES PRIOR TO INSTALLATION.

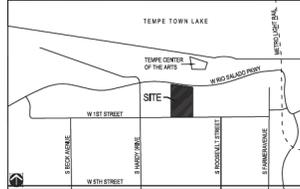
CITY OF TEMPE LANDSCAPE NOTES

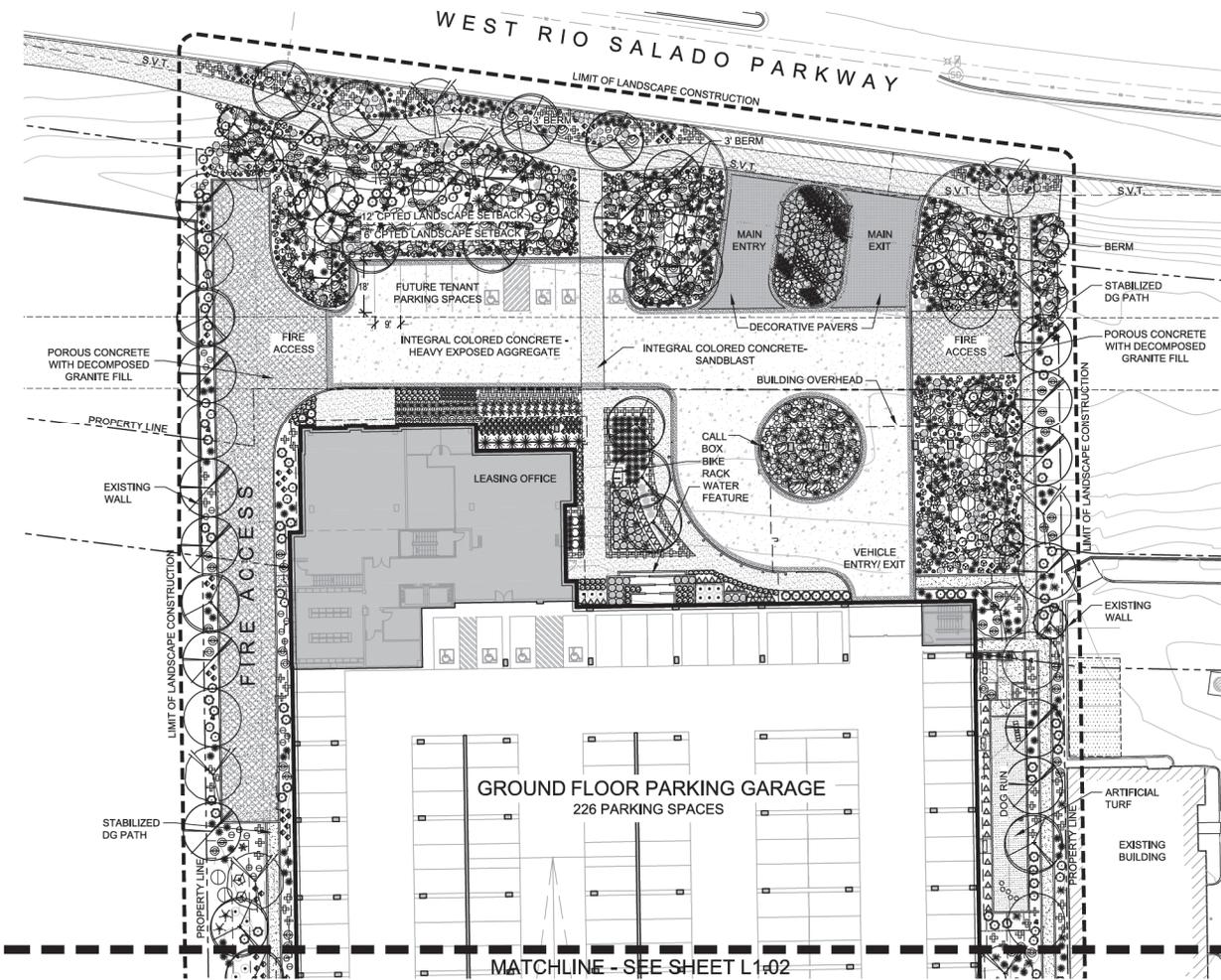
1. ANY RIVER ROCK MATERIAL MUST BE EMBEDDED IN CONCRETE TO A DEPTH OF TWO-THIRDS (2/3) THE DIMENSION OF THE ROCK TO PREVENT ITS REMOVAL OR RELOCATION.
2. ALL TREES SHALL BE A MINIMUM OF ONE AND ONE-HALF (1 1/2) INCH CALIPER AND SHALL BE PLANTED AND STAKED IN ACCORDANCE WITH THE 'STANDARD TREE PLANTING DETAIL.'
3. STREET TREES ARE REQUIRED ALONG ALL STREET FRONTAGES, PUBLIC AND PRIVATE; AND A MINIMUM OF ONE (1) TREE SHALL BE PROVIDED FOR EVERY THIRTY (30) FEET OF LINEAR STREET FRONTAGE. TREE LOCATION AND SPACING SHALL BE ESTABLISHED THROUGH DEVELOPMENT PLAN REVIEW.
4. PARKING LOTS SHALL HAVE LANDSCAPE TREATMENTS THAT PROVIDE SHADE AND ALLOW FOR NATURAL SURVEILLANCE.
5. EACH LANDSCAPE ISLAND SHALL INCLUDE, AT THE TIME OF INSTALLATION, A MINIMUM OF ONE (1) TREE WITH A MINIMUM CALIPER OF ONE AND ONE-HALF (1 1/2) INCHES AND FIVE (5) GROUND COVERS OF ONE (1) GALLON SIZE FOR EACH PARKING SPACE LENGTH. ALL GROUND COVERS IN PARKING LOT LANDSCAPE ISLANDS SHALL NOT EXCEED TWO (2) FEET IN HEIGHT.
6. TREE TRUNKS SHALL NOT BE PLACED CLOSER THAN TWENTY (20) FEET, MEASURED HORIZONTALLY, FROM A LIGHT SOURCE. TREES AND LIGHTING SHALL BE LOCATED TO AVOID CONFLICTS WITH ONE ANOTHER AND TO AVOID CONFLICTS WITH EXISTING AND PROPOSED STRUCTURES.
7. ALL LANDSCAPE AND WALLS SHALL BE INSTALLED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
8. ANY WALLS TO BE LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE DEVELOPMENT PLAN APPROVAL AND/OR PRIOR APPROVAL BY THE PUBLIC WORKS DEPARTMENT, AND RECEIVE AN ENCROACHMENT PERMIT.
9. THE MAXIMUM HEIGHT OF ANY FREESTANDING WALL OR FENCE SHALL BE MEASURED FROM THE HIGHEST ADJACENT FINISHED SURFACE OF THE GROUND, PAVING, OR SIDEWALK WITHIN TWENTY (20) FEET UNLESS OTHERWISE NOTED.
10. INCLUDE REQUIREMENT TO DE-COMPACT SOIL IN PLANTING AREAS ON SITE AND IN PUBLIC RIGHT OF WAY AND REMOVE CONSTRUCTION DEBRIS FROM PLANTING AREAS PRIOR TO LANDSCAPE INSTALLATION.

SHEET INDEX

SHEET #	DESCRIPTION	PLANTING INCLUDED FOR: (CHECK ONE)
L1.00	LANDSCAPE COVER	X
L1.01	LANDSCAPE PLAN	X
L1.02	LANDSCAPE PLAN	X
L2.01	LANDSCAPE DETAILS	X
L2.02	LANDSCAPE DETAILS	X
L3.01	ILLUSTRATIVE LANDSCAPE PLAN	X
L4.01	ILLUSTRATIVE STREET SECTION	X
L5.01	ILLUSTRATIVE ENTRY WATER FEATURE	X
L6.01	ILLUSTRATIVE STREET SECTION	X

VICINITY MAP

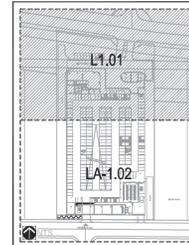




LANDSCAPE PLAN - GROUND LEVEL



KEY MAP - GROUND LEVEL



PLANT SCHEDULE

SYM.	BOTANICAL NAME COMMON NAME	SIZE CALIPER
TREES		
	<i>Chilopsis linearis</i> Desert Willow	36" BOX MULTI-MIN. 1.5" CALIPER
	<i>Parkinsonia 'Desert Museum'</i> Desert Museum Palo Verde	48" BOX MULTI-MIN. 1.5" CALIPER
	<i>Parkinsonia microphylla</i> Foothills Palo Verde	36" BOX MULTI-MIN. 1.5" CALIPER
	<i>Phoenix dactyloides</i> Date Palm	16" CLEAR TRUNK
	<i>Prosopis glandulosa</i> Honey Mesquite	48" BOX MULTI-MIN. 1.5" CALIPER
	<i>Prosopis sp. 'Rio Salado'</i> Rio Salado Mesquite	48" BOX MULTI-MIN. 1.5" CALIPER
SHRUBS		
	<i>Artemisia frigida</i> Fringed Wormwood	5 GAL
	<i>Bougainvillea 'La Juma'</i> Bougainvillea Bush	15 GAL
	<i>Calliandra californica</i> Baja Fairy Duster	5 GAL
	<i>Conoclinium tenax</i> Winter Fat	5 GAL
	<i>Eriocameria laetifolia</i> Turquoise Bush	5 GAL
	<i>Gaura brachymeris</i> Siskiyou Pink	5 GAL
	<i>Justicia spaldingera</i> Mexican Ironweeds	5 GAL
	<i>Lemna hirsutella</i> Creosote Bush	5 GAL
	<i>Leucophyllum zygophyllum</i> Chisosan (blue ranger)	5 GAL
	<i>Ruella brittoniana</i> Katie Ruella	5 GAL
	<i>Ruella peruviana</i> Baja Ruella	15 GAL
	<i>Russelia equisetiformis</i> Firecracker Bush	15 GAL
	<i>Thamnosma montana</i> Turquoise Broom	5 GAL
ACCENTS		
	<i>Agave angustifolia</i> Sisal Agave	5 GAL
	<i>Agave colorata</i> Mesca Concha	5 GAL
	<i>Agave murpheyi</i> Hohokam Agave	5 GAL
	<i>Agave ochotl</i> Anechillo	5 GAL
	<i>Agave toumeyana</i> Toumey Agave	1 GAL
	<i>Agave utahensis nevadensis</i> Utah Agave	5 GAL
	<i>Aloe barbadensis</i> Barbados Aloe	5 GAL
	<i>Aloe saponaria</i> Soap Aloe	5 GAL
	<i>Dasylirion wheeleri</i> Desert Spoon	5 GAL
	<i>Euphorbia antisyriatica</i> Candelilla	6 GAL
	<i>Paeleanthus macrocarpus</i> Lady Slipper	5 GAL
	<i>Penstemon ambiguus</i> Pink Plains	5 GAL
	<i>Penstemon esotoni</i> Firecracker	5 GAL
	<i>Yucca whipplei</i> Our Lord's Candle	5 GAL
GROUND COVER		
	<i>Ballya multiflora</i> Desert Matrigid	1 GAL
	<i>Chrysothrix mexicana</i> Damenita	1 GAL
	<i>Eriogonum fasciculatum</i> Flattop Buckwheat	5 GAL
	<i>Eriogonum wrightii</i> Wright Buckwheat	5 GAL
	<i>Lantana montevidensis</i> New Gold	5 GAL
	<i>Tetraeneus acaulis</i> Angelita Daley	5 GAL
GRASSES		
	<i>Muhlenbergia dumosa</i> Bamboo Nulley	5 GAL
	<i>Muhlenbergia rigens</i> Deer Grass	5 GAL
TOPDRESS		
	Decomposed Granite Mix 60% 3/4" Minus/40% Desert Pavement. Color: Express Gold.	2" Depth Min.
	Decomposed Granite 3/4" Minus, Color: Express Gold.	2" Depth Min.
BOULDERS		
	24" Boulder	By Astec Boulders. Phone: 623.581.9111
	36" Boulder	
	44" Boulder	



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Principal: David Senden
Project Designer: Hector Gonzalez

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Project Name

CRESCENT RIO

RIO SALADO PKWY
TEMPE, AZ 85281



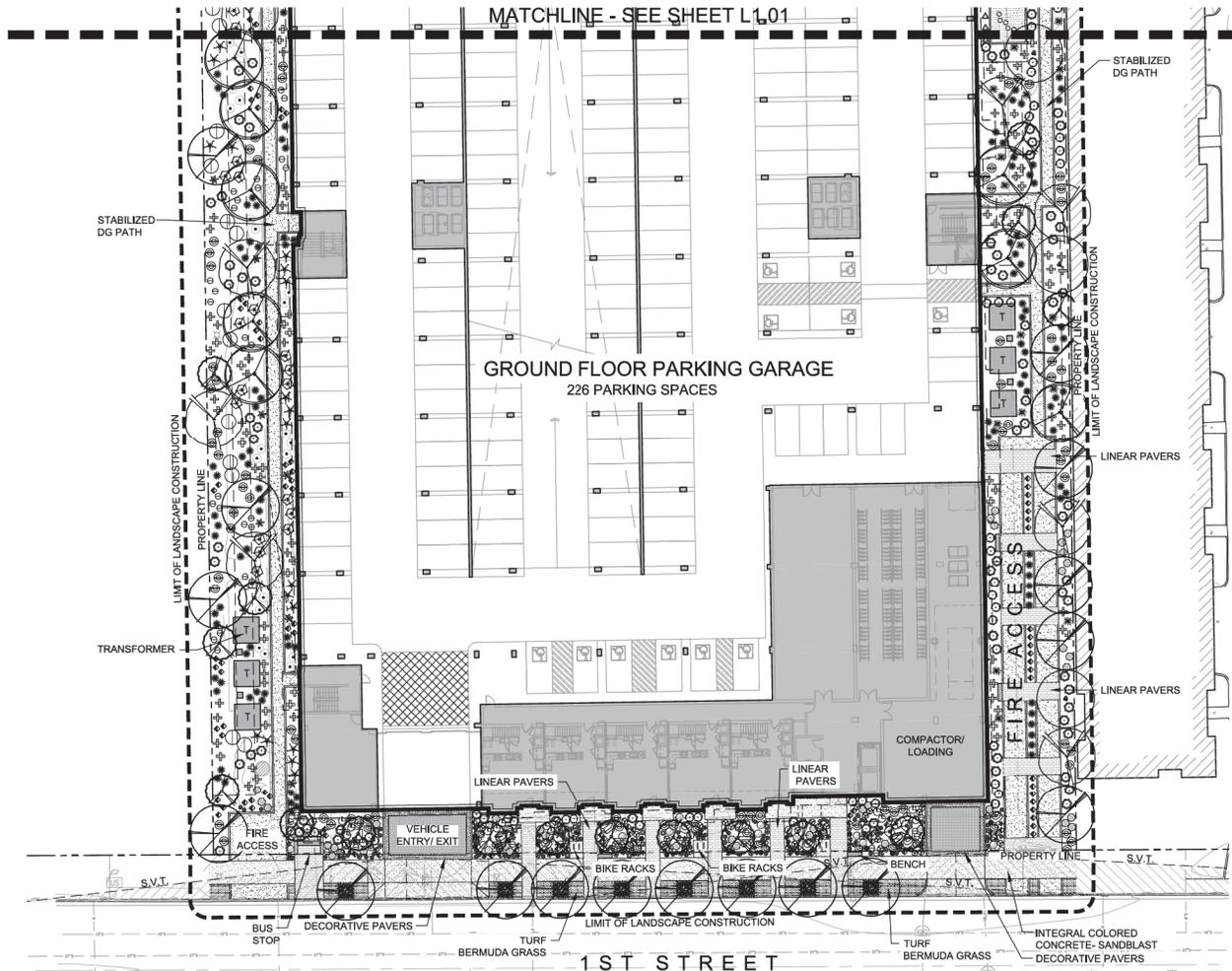
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LANDSCAPE PLAN

November 20, 2015

L1.01

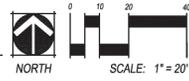




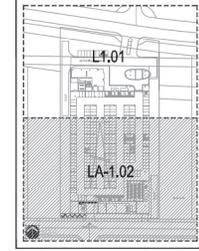
PLANT SCHEDULE

SYM.	BOTANICAL NAME COMMON NAME	SIZE CALIPER
TREES		
	<i>Chilopsis linearis</i> Desert Willow	36" BOX MULTI - MIN. 1.5" CALIPER
	<i>Parkinsonia</i> 'Desert Museum' Desert Museum Palo Verde	48" BOX MULTI - MIN. 1.5" CALIPER
	<i>Parkinsonia microphylla</i> Foothills Palo Verde	36" BOX MULTI - MIN. 1.5" CALIPER
	<i>Phoenix dactylifera</i> Date Palm	16" CLEAR TRUNK
	<i>Prosopis glandulosa</i> Honey Mesquite	48" BOX MULTI - MIN. 1.5" CALIPER
	<i>Prosopis</i> sp. 'Rio Salado' Rio Salado Mesquite	48" BOX MULTI - MIN. 1.5" CALIPER
SHRUBS		
	<i>Artemisia frigida</i> Fringed Wormwood	5 GAL
	<i>Bougainvillea</i> 'La Jolla' Bougainvillea Bush	15 GAL
	<i>Calliandra callionica</i> Baja Fairy Duster	5 GAL
	<i>Centrodia lanata</i> Winter Fat	5 GAL
	<i>Ericameria larckifolia</i> Turpentine Bush	5 GAL
	<i>Guara linchheimeri</i> Siskiyou Pink	5 GAL
	<i>Justida spigera</i> Mexican Honeycuckle	5 GAL
	<i>Larrea tridentata</i> Creosote Bush	5 GAL
	<i>Leucophyllum zygophyllum</i> Cismaron (Red ranger)	5 GAL
	<i>Ruella brittoniana</i> Katie Ruella	5 GAL
	<i>Ruella peninsularis</i> Baja Ruella	15 GAL
	<i>Russetia equisetiformis</i> Firecracker Bush	15 GAL
	<i>Thamnosma montana</i> Turpentine Shoom	5 GAL
ACCENTS		
	<i>Agave angustifolia</i> Sisal Agave	5 GAL
	<i>Agave colorata</i> Mescal Centia	5 GAL
	<i>Agave murpheyi</i> Hohokam Agave	5 GAL
	<i>Agave ocahual</i> Amallo	5 GAL
	<i>Agave toumeyana</i> Toumey Agave	1 GAL
	<i>Agave utahensis nevadensis</i> Utah Agave	5 GAL
	<i>Aloe barbadensis</i> Barbados Aloe	5 GAL
	<i>Aloe spinnarum</i> Spoon Aloe	5 GAL
	<i>Dasylirion wheeleri</i> Desert Spoon	5 GAL
	<i>Euphorbia antisyphillitica</i> Carrizillo	5 GAL
	<i>Pedicularis macrocarpus</i> Lady Slipper	5 GAL
	<i>Penstemon ambiguus</i> Pink Plains	5 GAL
	<i>Penstemon eastonii</i> Firecracker	5 GAL
	<i>Yucca whipplei</i> Our Lord's Candle	5 GAL
GROUND COVER		
	<i>Baileya multiradiata</i> Desert Muskgold	1 GAL
	<i>Chrysantha mexicana</i> Dartflanta	1 GAL
	<i>Eriogonum fraxiculatum</i> Flattop Buckwheat	5 GAL
	<i>Eriogonum wrightii</i> Wright Buckwheat	5 GAL
	<i>Lantana montevidensis</i> New Gold	5 GAL
	<i>Tetraeneis acutis</i> Angelita Daley	5 GAL
GRASSES		
	<i>Muhlenbergia dumosa</i> Bamboo Muhly	5 GAL
	<i>Muhlenbergia rigens</i> Deer Grass	5 GAL
TOPDRESS		
	Decomposed Granite Mix 80% 3/4" Minus/40% Desert Pavement. Color: Express Gold.	2" Depth Min.
	Decomposed Granite 3/4" Minus, Color: Express Gold.	2" Depth Min.
BOULDERS		
	24" Boulder	By Aztec Boulders. Phone: 623.581.9111
	36" Boulder	
	44" Boulder	

LANDSCAPE PLAN - GROUND LEVEL



KEY MAP - GROUND LEVEL



KTGY Group, Inc.
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949 851 2133

KTGY Project No: 20150390

Project Contact: Mark Oberholzer
Email: moberholzer@ktgy.com

Principal: David Senden
Project Designer: Hector Gonzalez

Developer

Crecent Communities

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Suite 1800
Greenwood Village, CO 80111
720.360.3685
crecentcommunities.com

Project Name

CRESCENT RIO
RIO SALADO PKWY
TEMPE, AZ 85281



Drawing Name

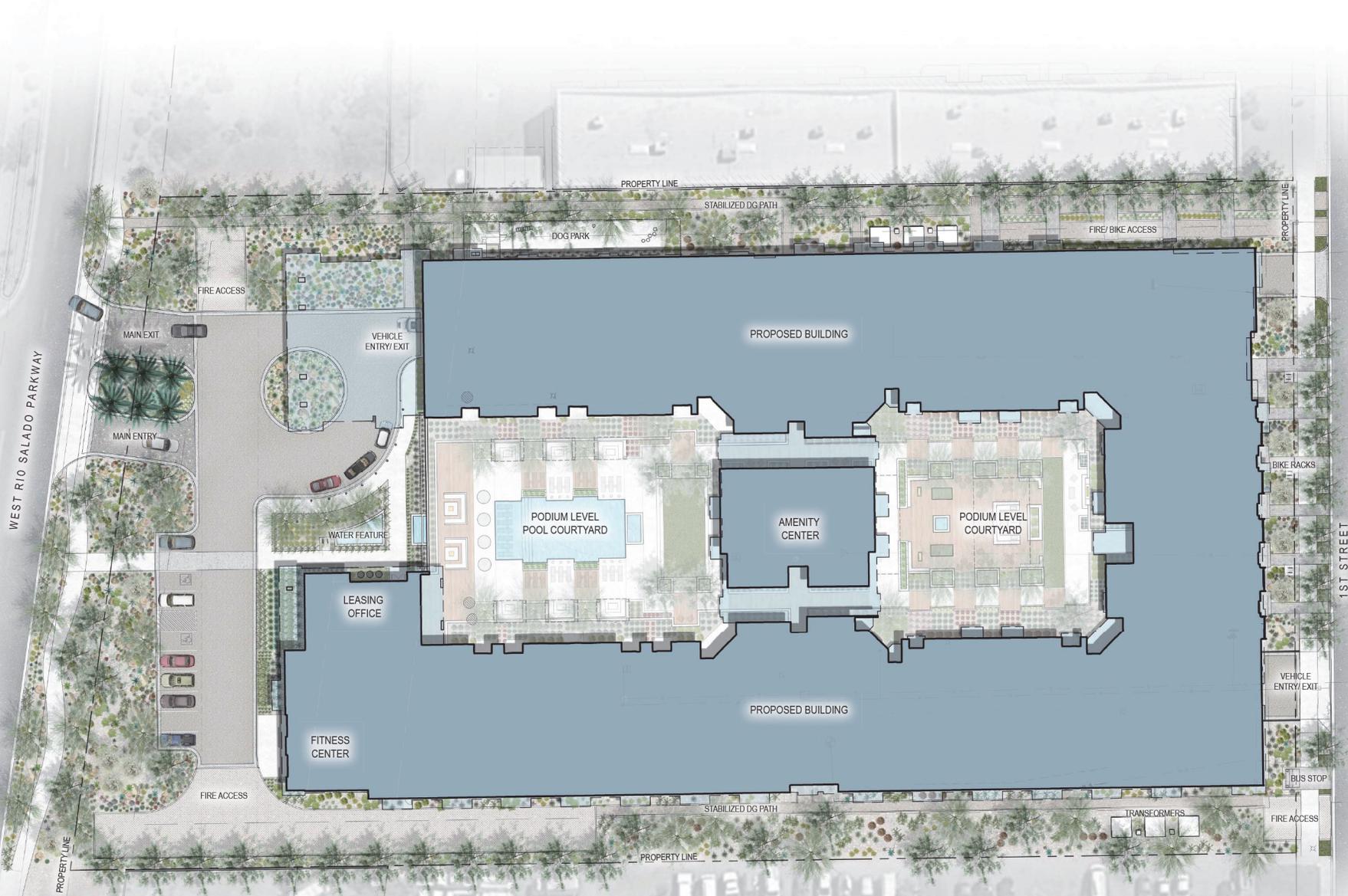
LANDSCAPE PLAN

November 20, 2015

L1.02



NORRIS DESIGN
Planning + Landscape Architecture
4450 North 12th St., north-design.com
Suite 239 P: 602 254 9800
Phoenix, AZ 85014 F: 303 892 1166



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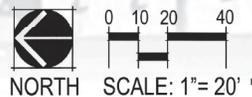


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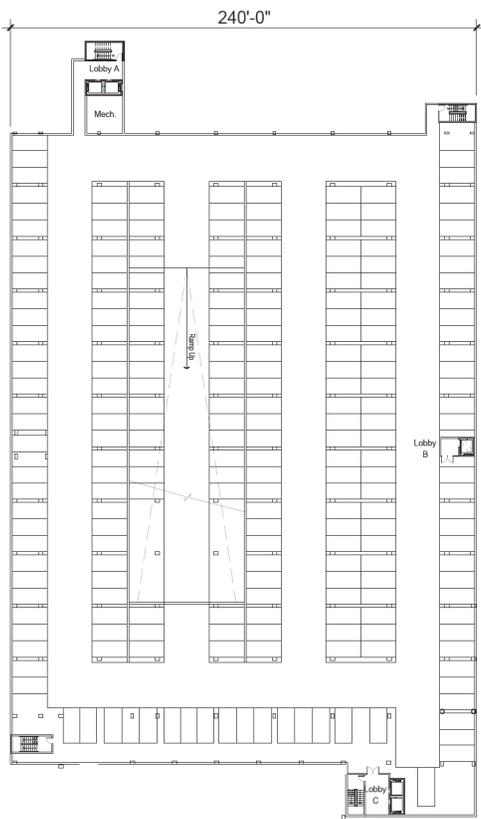
**ILLUSTRATIVE
 LANDSCAPE PLAN**

November 20, 2015

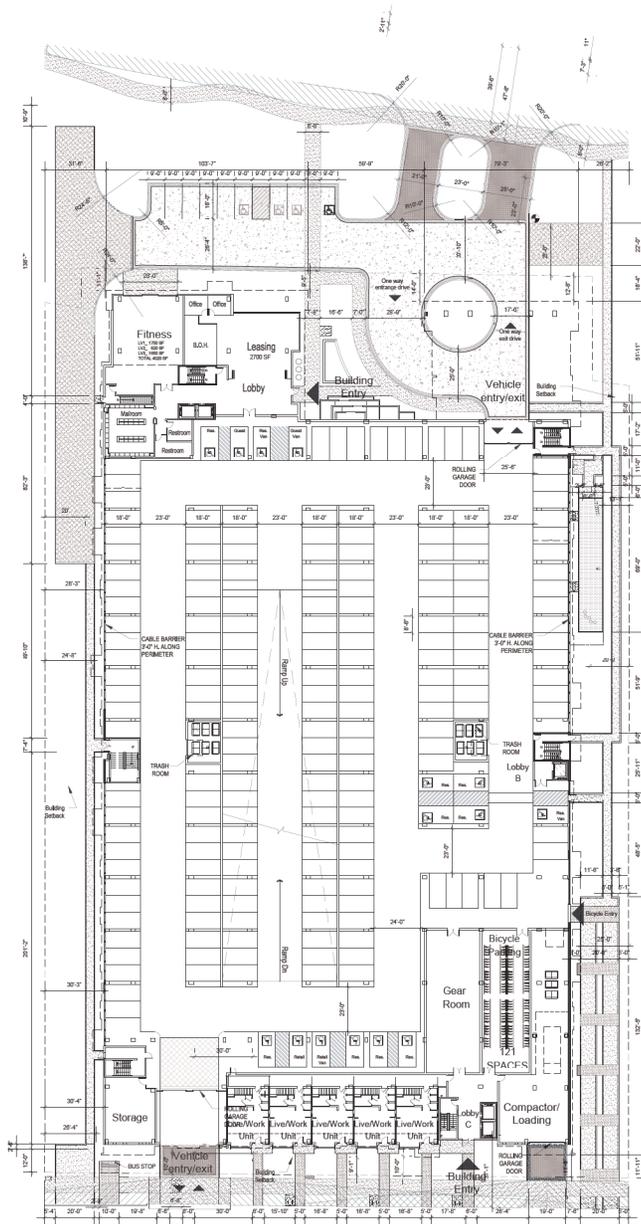
L3.01



NORRIS DESIGN
 Planning + Landscape Architecture
 4140 North 120th St., norris@ndesign.com
 Suite 230 Phoenix, AZ 85024 P: 602 254 9900
 F: 602 952 1186



SUB-TERRANEAN GARAGE



GROUND LEVEL



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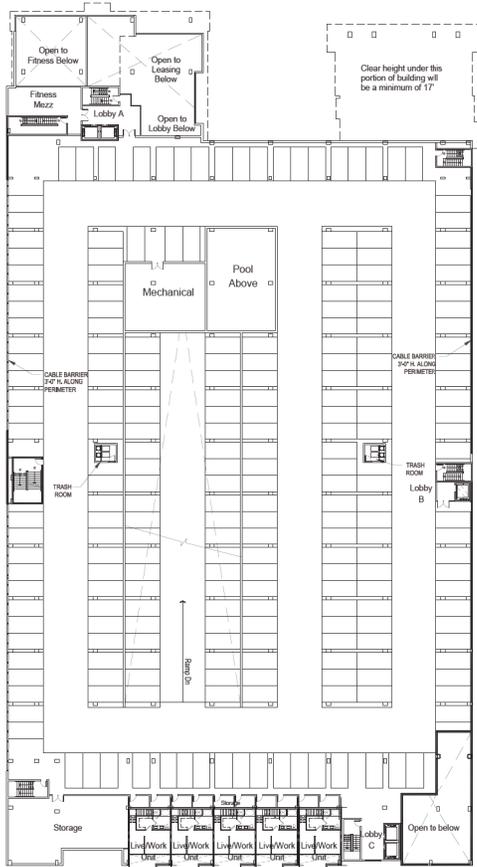


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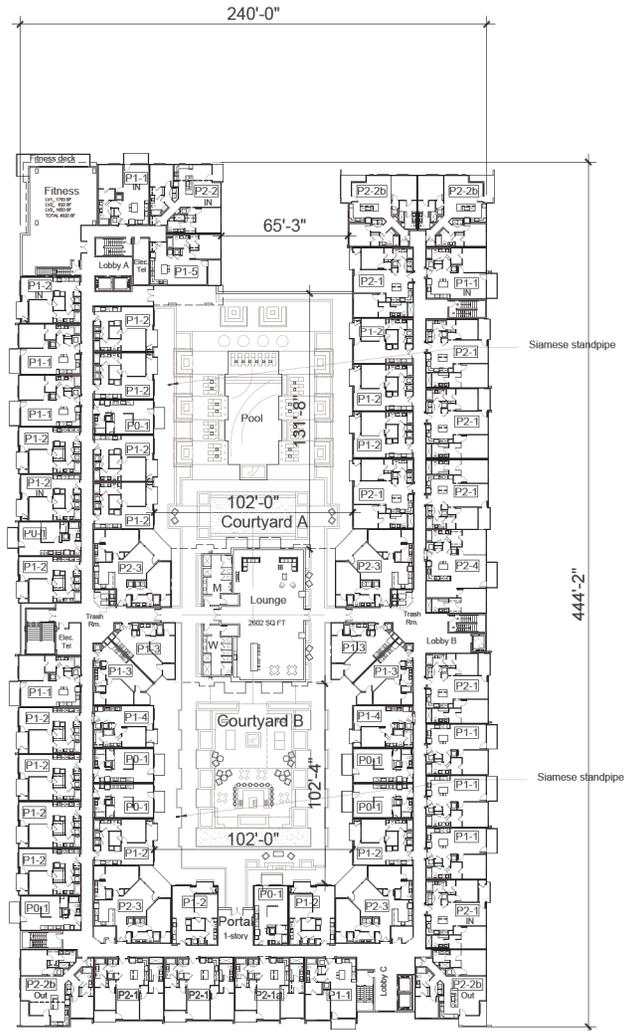
**FLOOR PLANS
 SUB-T GARAGE
 AND GROUND**

PAD Submittal November 20, 2015

A4.00



LEVEL 2



LEVEL 3 - COURTYARD LEVEL



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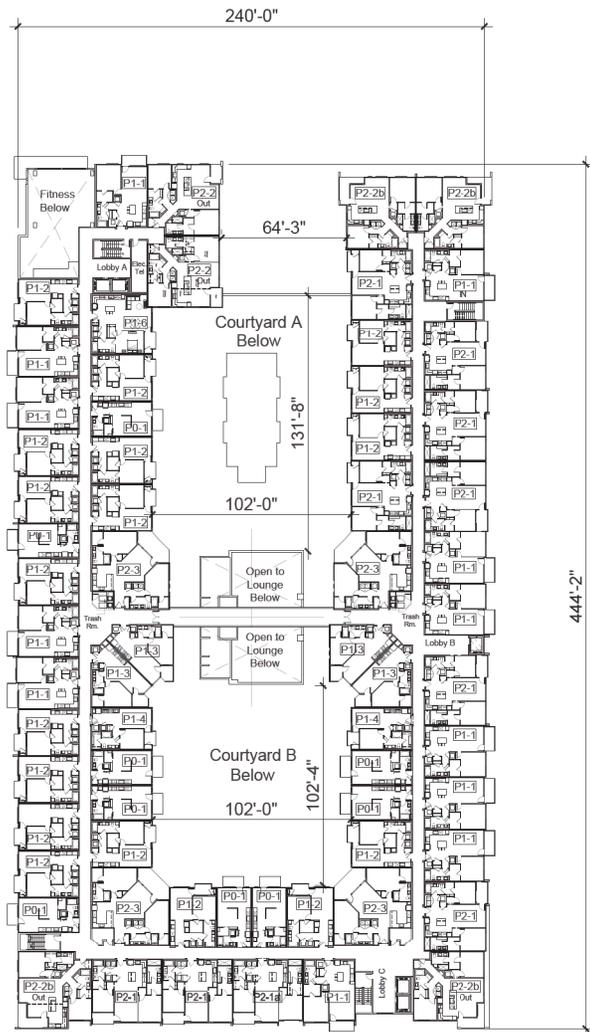


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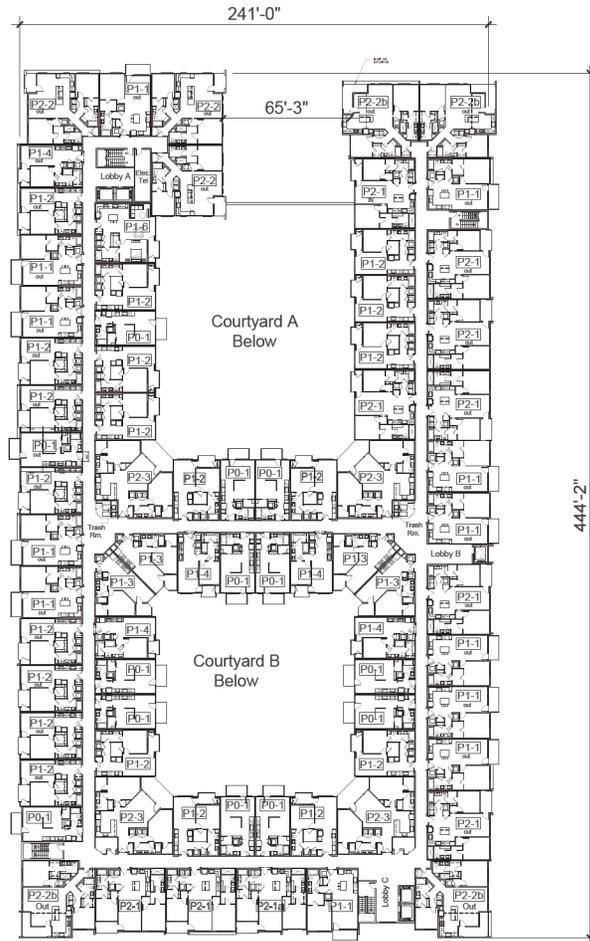
FLOOR PLANS
 LEVEL 2 AND
 LEVEL 3

PAD Submittal November 20, 2015

A4.01



LEVEL 4



LEVELS 5-6



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Drawing Name

FLOOR PLANS
 LEVELS 4-5-6

PAD Submittal November 20, 2015

A4.02



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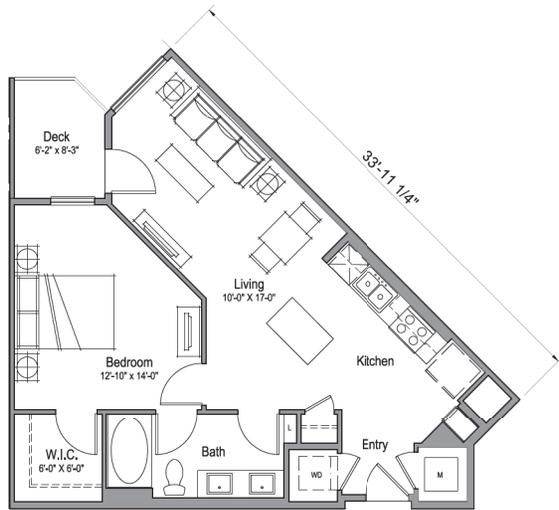
Drawing Name

UNIT PLANS

PAD Submittal November 20, 2015

A5.01

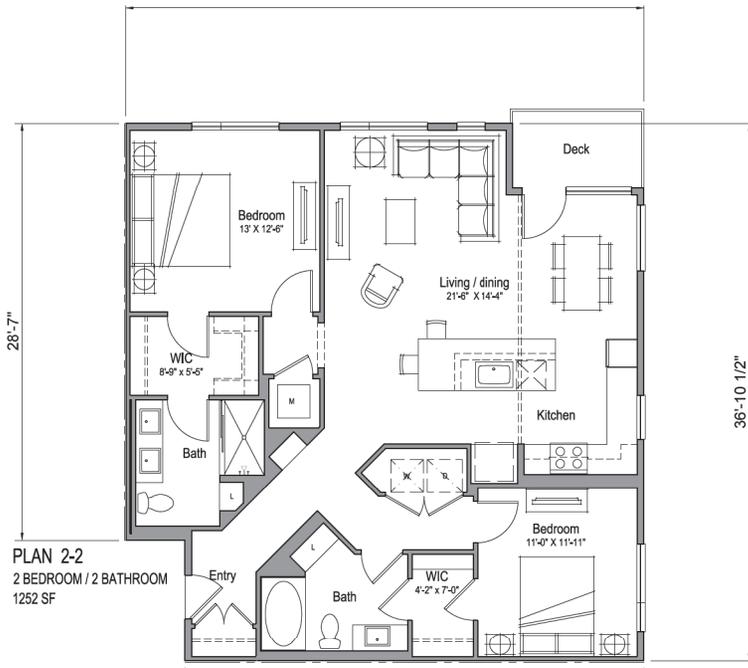




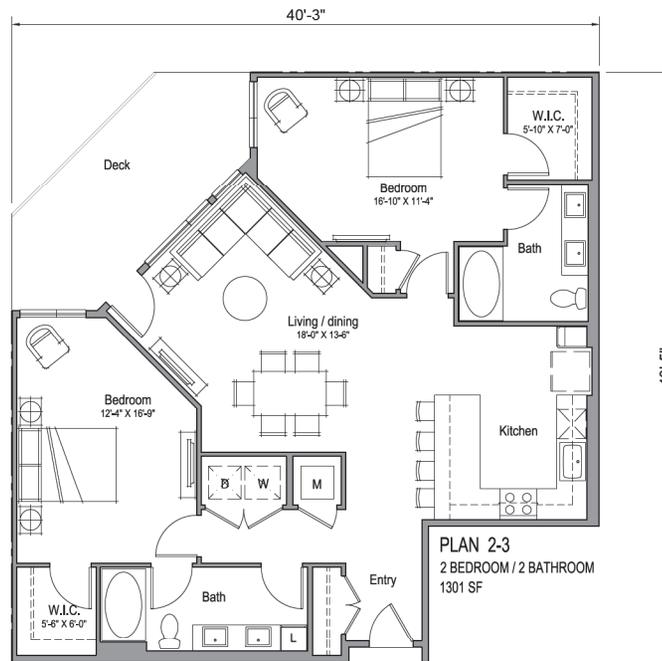
PLAN 1-3
1 BEDROOM / 1 BATHROOM
/14 SF



PLAN 2-1
2 BEDROOM / 2 BATHROOM
1113 SF



PLAN 2-2
2 BEDROOM / 2 BATHROOM
1252 SF



PLAN 2-3
2 BEDROOM / 2 BATHROOM
1301 SF



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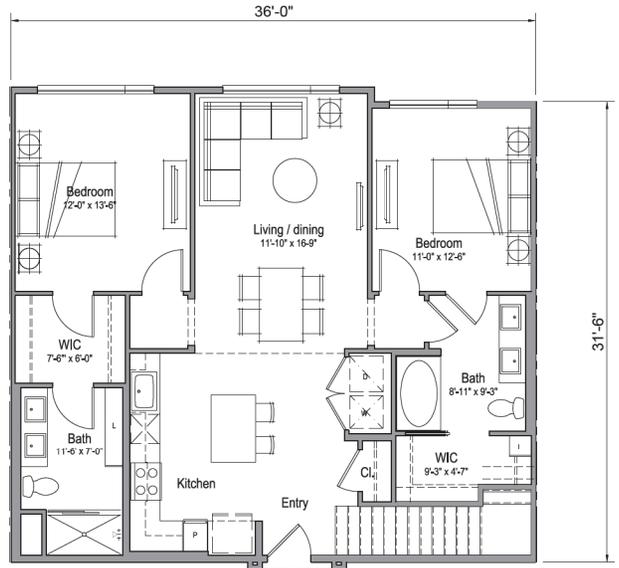


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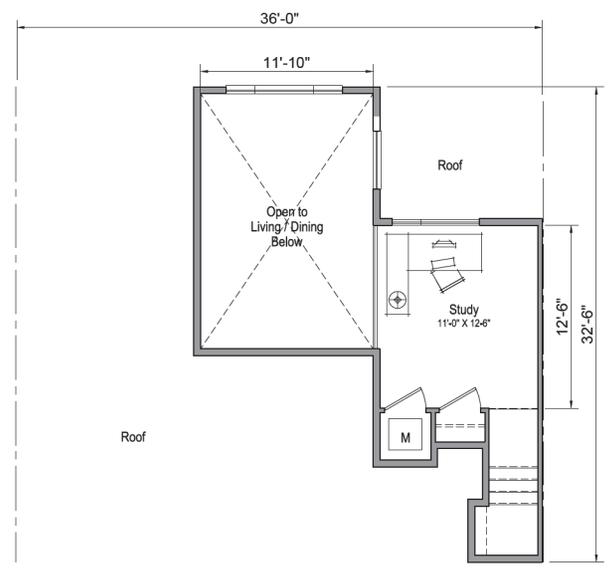
UNIT PLANS

PAD Submittal November 20, 2015

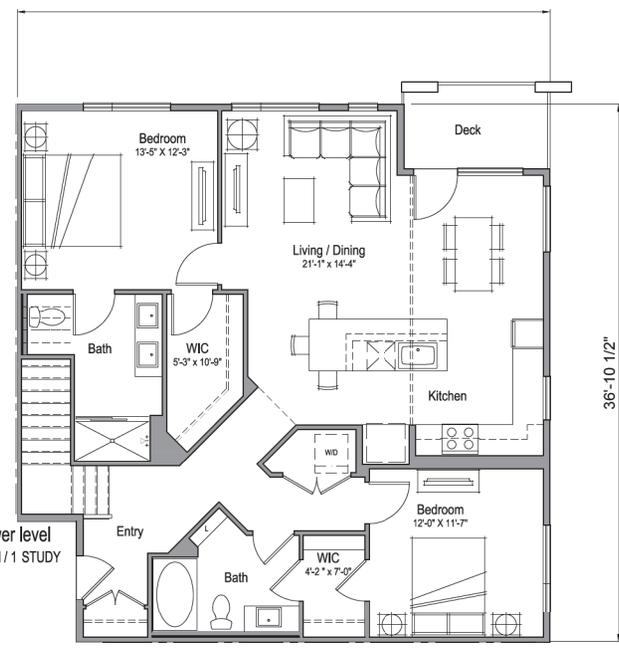
A5.02



PLAN 2-1 LOFT - Lower level
 2 BEDROOM / 2 BATHROOM / 1 STUDY
 1134 SF + 186 SF = 1320 SF

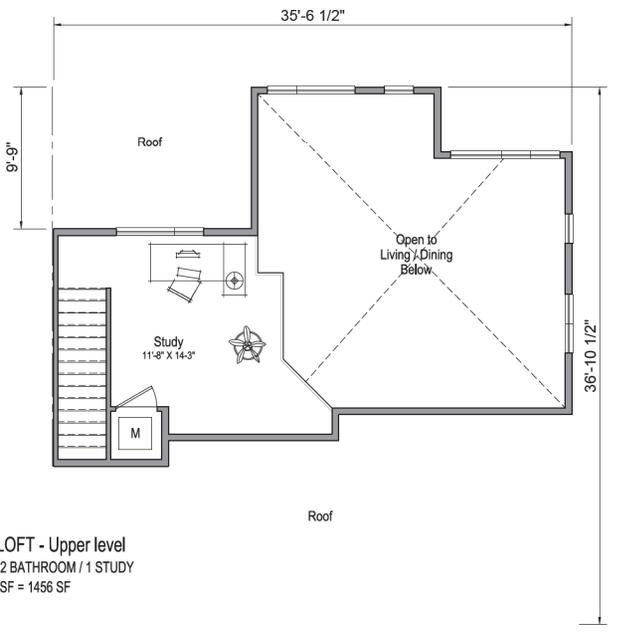


PLAN 2-1 LOFT - Upper level
 2 BEDROOM / 2 BATHROOM / 1 STUDY
 1134 SF + 186 SF = 1320 SF



PLAN 2-2 LOFT - Lower level
 2 BEDROOM / 2 BATHROOM / 1 STUDY
 1249 SF + 200 SF = 1449 SF

PLAN 2-2 LOFT - Upper level
 2 BEDROOM / 2 BATHROOM / 1 STUDY
 1249 SF + 207 SF = 1456 SF



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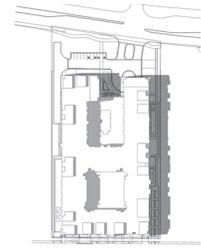
Drawing Name

UNIT PLANS

PAD Submittal November 20, 2015

A5.03

1st Street perspective from the 11/12/15 DRC Staff Report, updated perspective is the next attachment.



Key Map N.T.S.



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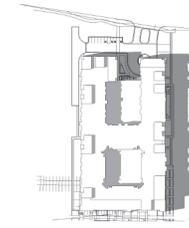
Drawing Name

PERSPECTIVES

PAD Submittal October 21, 2015

A6.01

1. View from First Street



Key Map N.T.S.



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Drawing Name

PERSPECTIVES

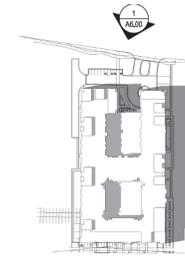
PAD Submittal November 20, 2015

A6.01

1. View from First Street



1. Perspective View from Rio Salado Parkway



Key Map N.T.S.



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Drawing Name

PERSPECTIVE

PAD Submittal November 20, 2015

A6.00



EXISTING STREET

5'-6" TURF

8'-0" SIDEWALK

12'-0" LANDSCAPE AREA/
BENCH/ BIKE RACK

30'-0"

1 1ST STREET SECTION

SCALE: 1"=5'



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Drawing Name

ILLUSTRATIVE
STREET SECTION

November 20, 2015

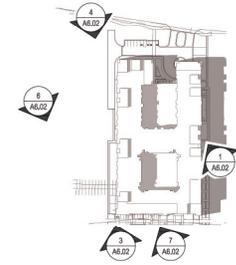
L6.01



1. East perspective



2. Leasing lobby entry



Key Map N.T.S.



3. View of live/work units from First Street



4. Fitness view from Rio Salado



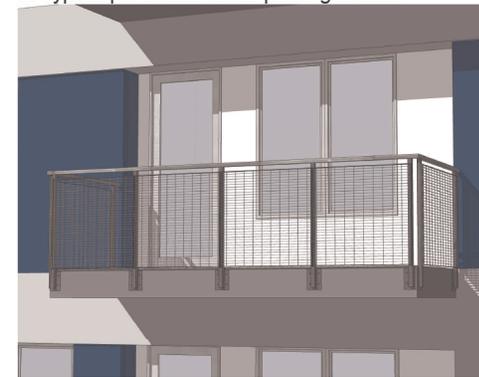
5. Typical perforated metal panel guardrail



6. West perspective



7. Loading door view from First Street



8. Typical mesh metal panel guardrail



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Drawing Name

PERSPECTIVES

PAD Submittal November 20, 2015

A6.02



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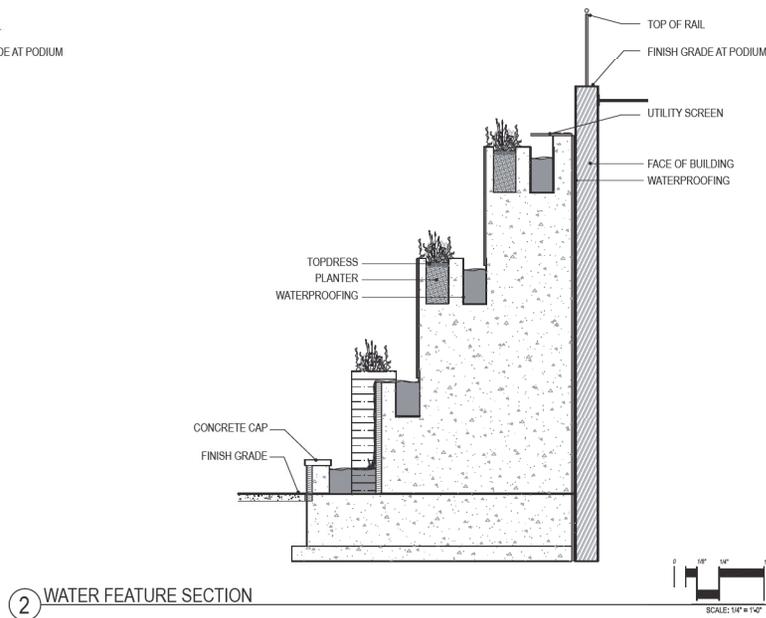


Drawing Name

**ILLUSTRATIVE
 ENTRY WATER
 FEATURE**

November 20, 2015

L5.01





1 RIO SALADO PARKWAY AND PARKING LOT SECTION

SCALE: 1"=5'



INTEGRAL COLORED CONCRETE
FINISH: HEAVY EXPOSED AGGREGATE



INTEGRAL COLORED CONCRETE
FINISH: MEDIUM EXPOSED AGGREGATE



INTEGRAL COLORED CONCRETE
FINISH: SANDBLAST



POROUS CONCRETE
DECOMPOSED GRANITE FILL



DECORATIVE PAVERS



LINEAR PAVERS



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ILLUSTRATIVE
STREET SECTION

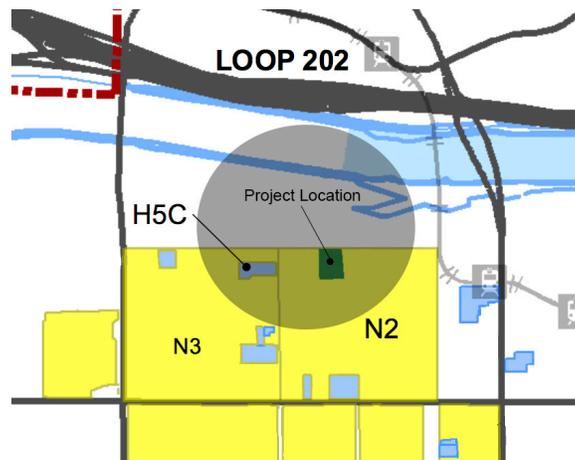
November 20, 2015

L4.01



FINAL REPORT

Huellmantel & Affiliates mailed out the neighborhood notification letters on Saturday, September 12, 2015. Dynamite Signs posted the notification sign on Friday, September 11, 2015. The letters were mailed out to the property owners within 600 feet of the proposed project as well as the four neighborhood representatives of the three registered neighborhood associations – Hacienda del Rio, Riverside and Sunset – within ¼ mile of the proposed site. The registered Homeowners Associations and Neighborhood Associations were determined from the July 2014 City of Tempe Neighborhood Directory, sent to Huellmantel & Affiliates by planners Ryan Levesque and Larry Tom as indicated below:



On Monday, September 28, 2015, the neighborhood meeting for Crescent Rio occurred as scheduled at Hatton Hall in downtown Tempe. The neighborhood meeting was held in an open house style format to accommodate the various arrival times of neighbors. Huellmantel & Affiliates representatives as well as Scott Makee from Crescent Communities arrived at 4:45 p.m., approximately 45 minutes prior to the official start of the meeting time to set up presentation boards at various stations within the building. The open house-style format allows each person to receive personalized attention and have individual questions answered as opposed to starting a formal presentation at a specified time.

Only two members of the public attended (in addition to Obenia Kingsby II and Suparna Dasgupt from the City of Tempe), both to support the project. Bob Kawa, a longtime Tempe resident arrived first. Nate Stum from Lennar Multifamily Communities arrived later. Lennar owns and operates the SkyWater mixed-use project directly to the east of the project. Both attendees expressed strong support of the project and commented on the impressive aesthetics of the design. No other members of the public attended and the meeting concluded at 6:15 p.m. Representatives from Huellmantel & Affiliates remained at Hatton Hall until approximately 6:30 p.m.

NEIGHBORHOOD MEETING SIGN IN SHEET

EXECUTIVE SUMMARY

This report documents a traffic impact study prepared for the proposed Crescent Rio Salado residential development on 1st Street, east of Hardy Drive in Tempe, Arizona. The north side of the site fronts Rio Salado Parkway. Crescent Rio will redevelop three parcels at 700, 810, and 812 West 1st Street. Access to the development will be via Rio Salado Parkway and 1st Street.

CivTech Inc. has been retained to complete a traffic impact study for the proposed development during the planning process.

The purpose of this study is to address traffic and transportation impacts of the proposed development on the surrounding streets and intersections. This was prepared to standard criteria set forth by the City of Tempe in their *Guide for the preparation of Transportation Impact Studies, updated 05/2014*. The specific objectives of the study are:

1. Evaluate lane requirements on all existing roadways and at all existing intersections within the study area.
2. Determine future level of service for all proposed major intersections within the study area and recommend any capacity related improvements.
3. Determine necessary lane configurations at all major intersections within the proposed development to provide acceptable future levels of service.
4. Evaluate the need for future traffic control changes within the proposed study area.
5. Evaluate the need for auxiliary lanes at stop and signal controlled intersections.

The proposed Crescent Rio Salado is proposed as a multi-story, multi-family building with 363 units. This study evaluates three (3) horizon years, the existing year (2015), the build-out year (2017) and the build-out year plus 5 years (2022). For purposes of this study, it was assumed that full build-out of the proposed development will occur in 2017.

The following conclusions and recommendations have been documented in this study:

- The proposed Crescent Rio Salado development is anticipated to generate 2,050 external daily trips with 158 trips occurring during the AM peak hour and 192 trips occurring during the PM peak hour. Due to the availability of alternate modes of transportation and the site's close proximity to downtown Tempe and ASU, a fifteen (15) percent reduction was applied to account for non-vehicle modes of transportation.
- All existing study intersections experience an acceptable level of service (LOS D or better) with existing traffic volumes and the existing lane configuration and stop controls as depicted in **Figure 2**.
- In horizon years 2017 and 2022, all study intersections are expected to operate at acceptable levels of service (LOS D or better) with full build-out of the proposed

development and the existing lane configurations and stop control. Based on this analysis, no mitigation measures are recommended off-site.

- Access A on Rio Salado Parkway is proposed to align with an existing driveway that serves an industry and the Tempe Center of the Arts. A full median opening already exists at this location, and the intersection will be controlled by two-way stop with the driveways stopping for Rio Salado Parkway. The median needs to be modified to provide for a westbound left-turn lane for vehicles turning into Access A. The recommended minimum storage length for this left-turn lane is 75 feet.
- Access B on 1st Street is proposed as a full access driveway controlled by a stop sign with the driveway stopping for 1st Street. The parcel being redeveloped has an existing driveway at this location.
- The posted speed limit on 1st Street and Rio Salado Parkway in the vicinity of the site is 35 mph. The eastbound right-turn volume on Rio Salado Parkway into the site is anticipated to be 9 vph in the AM peak hour and 37 vph in the PM peak hour. The westbound right-turn volume on 1st Street into the site is anticipated to be 4 vph in the AM peak hour and 17 vph in the PM peak hour. The anticipated site traffic does not warrant an eastbound right-turn deceleration lane at Access A on Rio Salado Parkway nor does it warrant a westbound right-turn deceleration lane at Access B on 1st Street.
- The driveways should be designed per the City of Tempe's Detail T-320.



City Of Phoenix
Water Services Department
Water Resources & Development Planning Division
Infrastructure Record Services Section

September 15, 2015

Obenia Kingsby
City of Tempe, Community Development Department
31 E. 5th Street Tempe, AZ 85281

RE: 72-Inch Transmission Main – (Crescent Rio) – QS# 8-42

Dear Mr. Kingsby,

There is a 25-foot City of Phoenix Water Easement with a 72-Inch Transmission Water Main that is located within the construction area of the Crescent Rio (700 W. 1st Street Tempe, AZ) Development. The line is sensitive and critical to the majority of water delivered to the City Of Phoenix. The following are a list of requirements for digging near/around our pipe.

- Show the vertical and horizontal locations of the water main within the easement on the development plan. A copy of asbuilts with proper security clearance can be requested from:
City of Phoenix, Water Services Department
200 West Washington Street, 8th Floor
Phoenix, AZ 85003
- Show proposed final grade over the waterline and identify any cuts or fill to the existing soil.
- The entire Water Easement must have 24-hour maintenance access subject to the following standard stipulations:
 1. No structure of any kind shall be constructed or placed within the easement except wood or wire fencing and/or paving. No planting except grass and/or approved ground cover shall be placed within the easement.
 2. It shall be further understood that the City of Phoenix shall not be required to replace any obstructions, paving or planting that must be removed during the course of required maintenance, construction and/or reconstruction.
- To avoid placing additional burden on the pipe, no heavy construction equipment or material staging will be allowed within Water Easement
- A shoring plan must be reviewed for any underground structures
- Buildings, building slabs or structures proposed outside of the easement but parallel to a water main within 12 feet, shall be required to submit structural and soil calculations signed and sealed by an Arizona Registered Professional Engineer. This report shall verify integrity of the proposed structure under the condition of a water main failure.

- An emergency response document is required and will be prepared for the purpose of defining a protocol in the event of a water main failure. The notification protocol will be discussed at the scheduled preconstruction meeting by your contractor.
- Provide the development construction schedule. A contact person will be designated at the pre-construction meeting to assist in the coordination.
- Provide development asbuilts to the City of Phoenix Water Services Department.

City of Phoenix, Water Services Department
200 West Washington Street, 8th Floor
Phoenix, AZ 85003

If you have any questions regarding these requirements, please call me at 602-256-4296.

Sincerely,



Ariene Torres Guevara
Water Services Department
Infrastructure Record Services

cc: Aimee D. Conroy, PE
Mario L. Brown, PE
Nazario Prieto, PE

From: [DeArrastia, Kara](#)
To: [Dasgupta, Suparna](#); [Adame, Sarah](#); [Aurora, Maja](#); [Roberts, Barbara](#)
Subject: FW: Development Committee Feedback
Date: Monday, November 16, 2015 10:45:04 AM

Good morning,

This email was sent to the City Clerk inbox.

Thank you,

*Kara DeArrastia, Executive Assistant
Tempe City Clerk's Office
Tempe City Hall
31 E. Fifth Street, Second Floor
Tempe, AZ 85281
Direct: (480) 350-8242
Main: (480) 350-8241
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From: [REDACTED]
Sent: Monday, November 16, 2015 10:15 AM
To: Clerk
Subject: Development Committee Feedback

Hello,

I doubt this message will make its way to the Development Review Committee or Arts Committee, but if you could please forward it as appropriate, I would appreciate it.

These are comments/concerns regarding the following projects:

PL150283 - Crescent Rio

PL150303 - Chase Centerpoint Garage Addition

Along with more general feedback spurred from review of the Arts Master Plan.

Thank you,

In reviewing staff comments regarding the recent Crescent Rio project review, I noticed several things that concerned me and think they point to some bigger problems the City has in terms of its planning process. In summary, I wish to address:

1. The inconsistencies in applying standards - official via zoning or the general plan, or unofficial via oft-stated goals and visions for areas of the city - to projects. For example, Southbank (1 and 6), more than a mile from downtown and in an area under-served by mass

transit, faced consistent opposition because of its lack of: height, architectural distinction, and mix of uses; however, SALT, AC Marriott, Hayden Ferry III, Jefferson Town Lake, and Hanover are examples of single-use, lowrise projects that are all within downtown or adjacent to the lake, and have similar - if not the same or more - design flaws. Why is a project at McClintock/Rio Salado held to such a higher standard than one on Mill/Rio Salado?

2. The inconsistencies in interpreting these standards. This is most evident in the flexibility given to the terms 'mixed use' and 'commercial space.' The appropriateness of these elements is a separate issue, but assuming that staff has determined 1st Street best serves its neighborhood with active commercial space, I find it unfortunate that 4 live/work units in Crescent Rio, or what is essentially a resident business center disguised as "co-working offices" at Broadstone Lakeside, seem to meet the same criteria as that of the original Argo (which had a dozen or so live/work space along 1st Street and commercial along Rio Salado). What constitutes commercial space and thus, defines a project as mixed use rather than residential, needs to be discussed, clarified, and applied.

3. The lack of a cohesive and comprehensive plan for Tempe - more specifically, downtown Tempe in relation to ASU, Town Lake, Tempe Streetcar, and surrounding neighborhoods. As a land-locked city, Tempe has been forced to become a model for smart urban growth in the Valley; however, that same logic is not being applied to the planning for what is a downtown that is extremely limited in growth by physical (lake, Butte), institutional (ASU), and economic (available land/redevelopment properties) barriers. Beyond vague statements like "connecting Mill to College," there is almost no actionable blueprint for how downtown should be approached to maximize its economic and cultural potential within the context of those barriers.

PLANNING NEEDED

All 3 issues are related to each other and combine to create major challenges to development in Tempe as it experiences growth throughout the city. I don't understand how projects can be judged when there are so many variables not taken into account.

a) ASU. ASU has had several, vastly different plans for large amounts of property in the form of USA Place and the Stadium District, for example, yet Tempe's official vision has never been updated to reflect the impacts of these projects. The amount of residential/retail/office/hotel space proposed in any of these developments greatly affects the demand for additional supply downtown, and there should be a focus on ensuring that the campus edges connect well into downtown. One example of a failure to do this is along Rio Salado. The Stadium District will bring a huge amount of activity centered on Rural Road, yet this activity will be largely exclusive from downtown due to the design of HFL, SALT, and Marriott AC.

b) Primary and Secondary Corridors. The fact that Hanover, with 0 ground-level activation, was approved for the heart of downtown and along 1 of the only connections between College and Farmer, while projects on 1st Street are being asked to incorporate retail, is concerning. Mill Ave - for example - is not the appropriate place for an office tower with nothing more than an expansive lobby. Other primary corridors need to be defined so that retail can be concentrated and successful without dead zones and other barriers. These streets should require active retail on the ground level. Along with Mill, 5th Street would have been the most obvious choice because it is the major connective roadway through downtown. Secondary streets could incorporate retail, but also apartment walk-ups, live/work offices, etc.

Farmer, 7th Street, Forest, and Myrtle are good examples of Secondary corridors. Without formalizing this framework, you end up with a street like 1st Street that is completely isolated from other retail centers.

c) Tempe Streetcar. Though I believe the route chosen will ultimately do little more than cannibalize LRT and bus ridership that already serves the area, it seems this is a done deal. As such, form-based recommendations for the land along the route are essential. I was shocked to see the Chase Garage expansion had been approved and entitled. Ash Ave is very limited in the amount of developable properties along the streetcar route. The curves of the road and rail tracks have created irregular plots of land. The current built environment is almost exclusively parking- something that will prevent the streetcar from contributing to any sort of urbanized environment. The Chase garages sit in prime locations; their lots are optimal for TOD development, and they are near University and the entrance to downtown. At the very least, additional floors could have been approved on the condition that the ground level was turned into shell commercial space. As it stands, I don't see any potential in Ash Ave being transformed and serving as another block of activity west of Mill.

d) Farmer Arts District/TCA. Within the Arts Master Plan, it was noted that the Farmer Arts District has turned into "a hub of retail and restaurants." The widespread misuse of the Farmer Arts District by developers, city staff, and residents needs to be addressed. There is NO "arts district" proposed or planned; FAD was simply a poorly chosen name for a mixed-income apartment/condo project planned for Farmer and 5th Street. It's clear from the commercial developing in the area that this name has had consequences on land use downtown. In reality, as noted in the Arts Plan, there is no artist district selected within the city, but their recommendations for locations far-removed from downtown, mass transit, etc. are not ideal. Somewhere along the way, the original plans for Rio Salado adjacent to TCA evolved and what's formed is a major arterial roadway with absolutely no pedestrian comfort or street-level activation. Buildings on the south are oriented toward 1st Street and elevated above Rio Salado via Lakeshore Drive. This pattern of development removed this portion of downtown from becoming a true extension of the urban environment. Regardless, there are still obvious synergies between the TCA and an adjoining artist district as originally planned. This location certainly makes more sense than Miller Road.

SUGGESTIONS:

I think it would be prudent for the city to invest in:

1) Design guidelines for Ash Avenue and Rio Salado to encourage TOD on empty lots and smart design updates to anti-urban buildings to create a more pedestrian-friendly environment.

2) Partner with ASU in understanding how the Stadium District - and any future projects - will impact the demand for downtown development and identify ways to improve connectivity. I think a full master plan for Block 12 on College is extremely important. This was once planned to be a much taller midrise mixed use building and a potential residential component, and is now a poorly designed lowrise (the only true retail component - the wine bar - was placed on the 2nd floor, leaving dead zones on the ground level. For downtown to truly connect to College, the remaining portion of this project must provide active retail along College and 6th Street (and, possibly Forrest).

3) Expand the scope of the 5th Street Streetscape project to incorporate short- and long-term plans to transform the built environment into an active urban connection from E-W. Possible ideas:

1. Identify office space that could support Cox's operations at the corner of 5th/Maple so that the City can purchase that horrible building, and RFP the land.
2. Facilitate adaptive reuse of the building across from Cox.

3. Work with ASU to renovate or redevelop the Towers apartments, which are outdated in style and function. Large setbacks along each street waste prime real estate directly across from the TCC. A new ground floor with something like a TargetExpress and a couple of destination dining spots would create a great energy with the retail at the City garage and in the TCC.
4. Consider the amount of land dedicated to City operations and see if it is feasible to consolidate these functions into a single tower and earning revenue through the sale of the remaining land.
5. Strongly opposed an artist district outside of walking distance from downtown, with preference for the area near TCA or the faux Farmer Arts District.
6. Move ~3 historic homes (such as the one on Ash/6th Street and next to College Ave Commons) to Towne Square and create a larger park that is more like Heritage Square in Phoenix, with bars, restaurants, and culture vs. office space. It's a shame to see these houses hidden behind contemporary development and underutilized.



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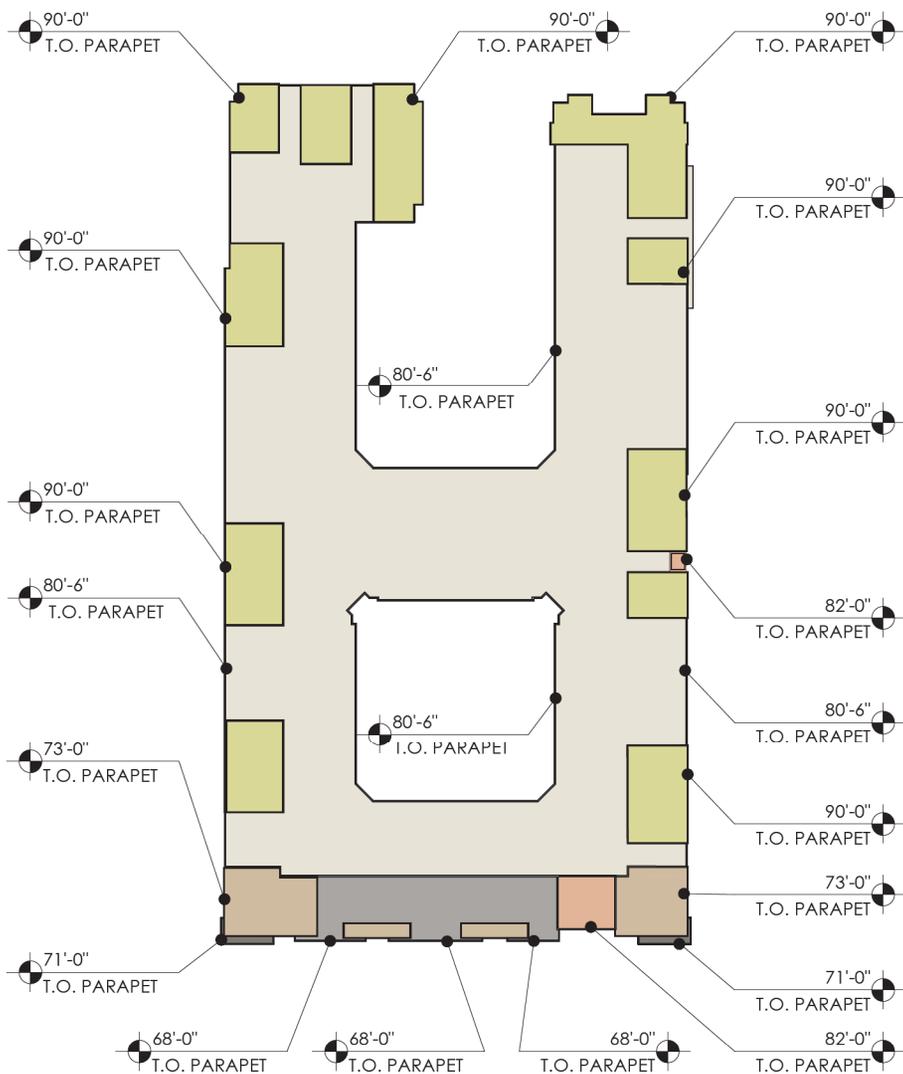


Drawing Name

BUILDING HEIGHT
 ROOF PLAN

December 01, 2015

A7.04



BUILDING HEIGHT ROOF PLAN

Scale: N.T.S.



HUELLMANTEL
AFFILIATES

January 8, 2016

Obenia Kingsby II
Planner I
City of Tempe – Community Development Department
31 E. 5th Street
Tempe, Arizona 85281

RE: Crescent Rio (PL150283) – Continuance request

Obenia:

Please consider this letter our formal request to have Crescent Rio's (PL150283) request for a Zoning Map Amendment, Planned Area Development Overlay, Development Plan Review and General Plan amendment to the Projected Density map continued from the January 14, 2016, City Council agenda to the next regular hearing on January 28, 2016. If you have any questions, I can be reached at (480) 921-2800 or charles@huellmantel.com. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. Huellmantel', with a stylized flourish at the end.

Charles Huellmantel

From: [James Skinner](#)
To: [Tempe City Clerk](#)
Subject: The Maxwell Tempe
Date: Tuesday, January 12, 2016 12:44:31 PM

Hi,

I am sure the agenda will be updated as soon as it can, but I was intrigued by the DRC description of the Maxwell Tempe project. Are there any documents available for review at this time? Thanks either way.

Also, I had a question regarding the process for public input. So many times, agendas are posted with projects listed and no link to further details... by the time something is posted, the documents mention public comment - which is not surprisingly very rare unless a neighborhood is notified. Am I missing a step in the process where projects are available for review and comment? Thanks!

Lastly, it may be too late per the above, but there have been many comments regarding the likely decision to deny the Crescent Rio project, and if comments are still allowed, I'd like to add that I - and many others following the development downtown/lake - feel this is a terrible, short-sighted decision over a few feet and bedrooms. Crescent Bay is a highly regarded developer who would be a huge asset if they were to continue investing in downtown, their project's design is one of the highest-quality buildings I have seen proposed, and denying its request is completely contradictory to the other decisions made long 1st Street. By approving Argo and Broadstone - and requiring both, as well as Crescent, to include commercial space - the precedent for a dense 1st Street was made (seemingly) clear. What a shame if such a great project is tossed away for the existing blight.

That's all. :)
- James