



City of Avondale

City Council Meeting

Monday, June 15, 2026

Mayor and Council

Mike Pineda, Mayor

Curtis Nielson, Vice Mayor

Tina Conde, Councilmember | Jeannette Garcia, Councilmember

Gloria Solorio, Councilmember | Shari Weise, Councilmember

Max White, Councilmember

Administration

Ron Corbin, City Manager

Dale Nannenga, Assistant City Manager | Jennifer Stein, Assistant City Manager

Andy Mesquita, Assistant City Manager | Nicholle Harris, City Attorney

Marcella Sarmiento, City Clerk

City Council Chamber

11465 West Civic Center Drive

Avondale, AZ 85323

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<https://www.youtube.com/@cityofavondaleaz>

Please note, the livestream will not be monitored by staff; therefore, anyone wishing to address the City Council shall appear in person to speak.



City Council Meeting
Notice & Agenda
Monday, June 15, 2026

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

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under "Unscheduled Public Appearance" should submit an Online Request to Speak form (www.AvondaleAZ.gov/RequestToSpeak) at least one hour prior to the start of the meeting. Paper Request to Speak cards are also available at the meeting and should be submitted to staff prior to the start of the meeting.

REGULAR MEETING

5:30 PM

Physical Access to the Council Chambers will be available 30 minutes prior to the meeting.

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

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS

a. PROCLAMATION—JUNETEENTH DAY OF OBSERVANCE

The City Council will present a Proclamation recognizing Juneteenth Day of Observance. This item is for Discussion only.

b. PROPERTY ALL-STAR CURB APPEAL AWARD PROGRAM

City Council will recognize property owners in Avondale that demonstrate community pride and maintain their properties to a higher standard. This item is for discussion only.

3. UNSCHEDULED PUBLIC APPEARANCES (Time is limited per person. Please state your name.)

4. CONSENT AGENDA

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

a. MINUTES

City Council will consider a request to approve the May 18, 2026, City Council meeting minutes. The Council will take appropriate action.

b. RESOLUTION 1042-0626 - ADOPTION OF PROPERTY TAX LEVIES FOR MAINTENANCE IMPROVEMENT DISTRICTS (MIDS)

City Council will consider a request to adopt Resolution 1042-0626, adopting property tax levies for Maintenance Improvement Districts (MIDs) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. RESOLUTION 1043-0626 AUTHORIZING GRANT ACCEPTANCE FROM ARIZONA DEPARTMENT OF ADMINISTRATION FOR THE LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM GRANT FUNDING

City Council will consider a request to: a) adopt Resolution 1043-0626, accepting grant funding from the Arizona Department of Administration for the Law Enforcement Records Management System in an amount not to exceed \$72,500 for the implementation, maintenance, and support of a Law Enforcement Records Management System; b) authorize and direct staff to take all steps necessary to cause the execution of documents related to the award and to take all steps necessary to carry out the purpose and intent of this Resolution; c) authorize the Finance Director to make all necessary budget transfers and adjustments to receive and expend grant funds in accordance with the terms of the award; and d) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTION 1044-0626 - INTERGOVERNMENTAL AGREEMENT WITH AVONDALE ELEMENTARY SCHOOL DISTRICT FOR RECYCLING SERVICES

City Council will consider a request to adopt Resolution 1044-0626 approving an Intergovernmental Agreement with Avondale Elementary School District for recycling services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 1045-0626 - INTERGOVERNMENTAL AGREEMENT WITH THE PENDERGAST ELEMENTARY SCHOOL DISTRICT FOR RECYCLING SERVICES

City Council will consider a request to adopt Resolution 1045-0626 approving an Intergovernmental Agreement with Pendergast Elementary School District for recycling services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 1046-0626 - INTERGOVERNMENTAL AGREEMENT WITH THE LITTLETON ELEMENTARY SCHOOL DISTRICT FOR RECYCLING SERVICES

City Council will consider a request to adopt Resolution 1046-0626 approving an Intergovernmental Agreement with Littleton Elementary School District for recycling services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 1047-0626 - INTERGOVERNMENTAL AGREEMENT WITH THE LITCHFIELD ELEMENTARY SCHOOL DISTRICT FOR RECYCLING SERVICES

City Council will consider a request to adopt Resolution 1047-0626 approving an Intergovernmental Agreement with Litchfield Elementary School District for recycling services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. RESOLUTION 1048-0626 - AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) – FY2027 TRANSIT SERVICES

City Council will consider a request to adopt Resolution 1048-0626 approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for Fiscal Year 2027 (Contract #106-75-2027-15-00) relating to public transportation services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. ORDINANCE 2018-0625 – MIAMI AVENUE RIGHT-OF-WAY DEANNEXATION AT SHADOW RIDGE

City Council will consider a request to adopt Ordinance 2018-0626 authorizing the deannexation of Miami Avenue right-of-way at Shadow Ridge and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. ORDINANCE 2019-0626 – AUTHORIZING THE SALE OF REAL PROPERTY LOCATED SOUTH OF 4TH STREET AND EAST OF 111TH AVENUE

City Council will consider a request to adopt Ordinance 2019-0626 authorizing the sale of real property generally located south of 4th Street and east of 111th Avenue and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. ORDINANCE 2020-0626 - AUTHORIZING THE ACQUISITION OF REAL PROPERTY FROM 545657, INC. LOCATED SOUTH OF ROOSEVELT ROAD AND EAST OF AVONDALE BOULEVARD

City Council will consider a request to adopt ordinance 2020-0626, authorizing the acquisition of real property from 545657, Inc located south of Roosevelt Road and east of Avondale Boulevard, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary city documents. The Council will take appropriate action.

l. LICENSE AGREEMENT AMENDMENT WITH THE UNITED STATES OF AMERICA DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION (WAPA)

City Council will consider a request to authorize a License Agreement with the Western Area Power Administration (WAPA) to allow the installation of street, curb, sidewalk, handrail, electrical, landscaping, irrigation, and storm drain facilities crossing beneath WAPA's Liberty to Westwing and Liberty to Rudd 230-kV Transmission Lines and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

m. APPROVAL OF AN INFRASTRUCTURE REIMBURSEMENT AGREEMENT WITH BROOKFIELD LAKIN, LLC FOR CONSTRUCTION OF A 16-INCH WATER LINE ALONG DYSART ROAD.

City Council will consider a request to approve an Infrastructure Reimbursement Agreement with Brookfield Lakin, LLC for the construction of a 16-inch water line extension along Dysart Road and authorize the City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. REGULAR AGENDA

a. RESOLUTION 1049-0626 - SETTING THE FISCAL YEAR 2027 PRIMARY AND SECONDARY PROPERTY TAX LEVY

City Council will consider a request to adopt Resolution 1049-0626, setting the primary and secondary property tax levy for the fiscal year ending June 30, 2027, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

6. SUMMARY OF CURRENT EVENTS FROM MAYOR, VICE MAYOR, AND COUNCILMEMBERS

(5 minutes)

7. ADJOURNMENT INTO EXECUTIVE SESSION

City Council will consider a request to adjourn the Regular Meeting and hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03(A)(1) and (A)(3) for: a) discussion of the evaluation and salary of the City Auditor; b) discussion of the evaluation and salary of the City Manager; and c) discussion or consultation with the City Attorney for legal advice on the evaluation and salary of the City Auditor and the City Manager.

Councilmembers of the City of Avondale will attend either in person or by telephone or video conference call. Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1000 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica o por vídeo. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o intérprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1000 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.

ITEM NUMBER: 2.a.

SUBJECT: Proclamation—Juneteenth Day of Observance

MEETING DATE: 6/15/2026

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

THROUGH: Dale Nannenga, Assistant City Manager, (623) 333-1017

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Innovative and Effective Government**

Avondale's elected leaders, employees, and strategic partners collaborate to serve as a model of innovation, efficiency, and responsive government.

PURPOSE:

The City Council will present a Proclamation recognizing Juneteenth Day of Observance. This item is for Discussion only.

BACKGROUND:

The City Council will present a Proclamation recognizing Juneteenth Day of Observance.

DISCUSSION:

June 19th was officially declared an Arizona State holiday when Governor Doug Ducey signed HB2226 into law on March 17th, 2016, and as a Federal holiday by President Joe Biden on June 18th, 2021.

Juneteenth was first recognized by enslaved Black Americans in Galveston, Texas, on June 19, 1865, as the date on which word was finally received that they were free from bondage, more than 2 years after President Lincoln signed the Emancipation Proclamation. As those who were formerly enslaved were recognized for the first time as citizens, Black Americans began commemorating Juneteenth with celebrations across the country, building new lives and a new tradition that we honor today. Juneteenth is a day that should be recognized by all Americans, Arizonans, and Avondale residents as a celebration of freedom.

On Juneteenth, we recommit ourselves to the work of equity, equality, and justice as we celebrate the centuries of struggle, courage, and hope that have brought us to this time of progress and possibility. That work has been led throughout our history by abolitionists and educators, civil rights advocates and lawyers, courageous activists and trade unionists, public officials, and everyday Americans who have helped make real the ideals of our founding documents for all. Recognizing Juneteenth as a holiday in Avondale is one significant step among many in our history that commits the City to eradicating racism.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

This item is for presentation only.

Contact person for document distribution:

Avondale

PROCLAMATION

JUNETEENTH

Whereas, on January 1, 1863, President Abraham Lincoln signed the Emancipation Proclamation granting freedom to all those who were enslaved; and

Whereas, the news of freedom did not become an immediate reality for the more than 250,000 enslaved Black people of Texas; and

Whereas, on June 19, 1865, over two years after President Lincoln signed the Emancipation Proclamation, enslaved Americans in Galveston, Texas, finally received word that they were free from bondage; and

Whereas, those who were formerly enslaved were recognized for the first time as citizens, and Black Americans came to commemorate June 19th, as Juneteenth with celebrations across the country, building new lives and a new tradition that we honor today; and

Whereas, on Juneteenth, we recommit ourselves to the work of equity, equality, and justice as we celebrate the centuries of struggle, courage, and hope that have brought us to this time of progress and possibility; and

Whereas, on March 17, 2016, Governor Doug Ducey signed HB2226, sponsored by Representative Reginald Bolding, recognizing June 19th, as Juneteenth Day in Arizona and making Arizona the 45th State to recognize Juneteenth as a State holiday; and

Whereas, Avondale officially recognized June 19th, as the Juneteenth holiday as of February 22, 2022, which represents one significant step amongst many in our 80-year history which commits the City to eradicate racism against the descendants of former enslaved Black Americans of African descent.

NOW, THEREFORE, on behalf of the Avondale City Council, the City of Avondale, Arizona, hereby proclaims June 19, 2026, as Juneteenth and encourage all Avondale residents to reflect upon the value of freedom and join in Juneteenth celebrations across the valley.

Proclaimed this 15TH day of June 2026.

Mayor

Attest: _____
City Clerk

ITEM NUMBER: 2.b.

SUBJECT: Property All-Star Curb Appeal Award Program

MEETING DATE: 6/15/2026

TO: Mayor and Council

FROM: Joshua Perez, Code Compliance Manager

THROUGH: Dale Nannenga, Assistant City Manager, (623) 333-1017

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness, promoting mental, physical, and emotional health so all can enjoy an enriching quality of life.

PURPOSE:

City Council will recognize property owners in Avondale that demonstrate community pride and maintain their properties to a higher standard. This item is for discussion only.

BACKGROUND:

The Avondale Code Compliance Division has developed a quarterly recognition program to identify and formally recognize property owners who demonstrate community pride by maintaining their properties to a higher standard than many other property owners may aspire to.

DISCUSSION:

Two Avondale property owners will be recognized for their community pride and exceptional maintenance of their properties.

BUDGET IMPACT:

There is no impact on the budget.

RECOMMENDATION:

This item is for information and discussion only.

Contact person for document distribution:

ITEM NUMBER: 4.a.

SUBJECT: Minutes

MEETING DATE: 6/15/2026

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

THROUGH: Jennifer Stein, Assistant City Manager, (623) 333-1014

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Connected & Engaged Community**

Avondale informs, prepares, and engages our community to ensure residents are connected to resources, the region, and each other.

PURPOSE:

City Council will consider a request to approve the May 18, 2026, City Council meeting minutes. The Council will take appropriate action.

BACKGROUND:

Pursuant to Arizona Revised Statute § 38-431.01(B), the City must provide written minutes of all City Council meetings.

DISCUSSION:

City Council held a meeting and the attached minutes have been prepared for approval.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the May 18, 2026 City Council meeting minutes.

Contact person for document distribution: Chris Pierson

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
May 18, 2026

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 5:30 p.m.

Mayor Mike Pineda led the Pledge of Allegiance, followed by a moment of silent reflection.

Members Present: Mayor Mike Pineda; Vice Mayor Curtis Nielson; Councilmembers Tina Conde, Jeannette Garcia, Gloria Solorio, Shari Weise, and Max White.

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Katie Gregory, Assistant City Manager; Dale Nannenga, Assistant City Manager; Nicholle Harris, City Attorney; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Barbara Coppage, City Auditor; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Julie Knoll; Deputy City Clerk; Corey Larriva, Parks and Recreation Director; Kimberly Moon, Engineering Director; Jodie Novak, Development Services Director; Larry Rooney, Fire Chief; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; Cheryl Covert, Interim Economic Development Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 30 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. PROCLAMATION – MENTAL HEALTH AWARENESS MONTH

City Council presented a proclamation recognizing May 2026 as Mental Health Awareness Month. This item was for discussion only.

b. PROCLAMATION – NATIONAL WATER SAFETY MONTH

City Council presented a proclamation recognizing May 2026 as Water Safety Month. This item was for discussion only.

c. PROCLAMATION – NATIONAL PUBLIC WORKS WEEK

City Council presented a proclamation recognizing May 17 through May 23, 2026, as Public Works Week. This item was for discussion only.

d. CITIZEN'S WATER ACADEMY RECOGNITION

The 2026 Avondale Citizen's Water Academy graduates were recognized for completion of the program. This item was for discussion only.

3. UNSCHEDULED PUBLIC APPEARANCES

- Natosha Edmonds, an Avondale resident, spoke regarding the April 17th child fatality. She stated that, according to ADOT, pedestrian deaths in Arizona have reached a five-year high, and MAG data identifies the stretch of Lower Buckeye Road as a danger zone. She campaigned for immediate action by honoring the child's life through improvement prioritizations.
- Joe Naylor, an Avondale resident, spoke regarding water conservation efforts and data center development. He shared that he has been attending meetings with the Avondale Public Works Department HOA Committee Water Conservation Group and supports the discussions around saving water. However, he said it is difficult to encourage residents in his neighborhood to conserve water when they see a data center across the street and hear that the City is providing large amounts of water to existing and future data centers. He referenced a Wisconsin city that passed a resolution opposing additional data center development due to water concerns and encouraged the Council to consider a similar resolution. Mr. Naylor also noted the need for a traffic signal at the intersection of Litchfield Road and Lower Buckeye Road.
- Ron Corbin, City Manager, recognized Assistant City Manager Katie Gregory for over 30 years of public service. He stated that since joining the City two years ago, Ms. Gregory has been generous and dedicated to serving the community. As this was her final City Council meeting with the City of Avondale, he publicly thanked her for her service and wished her success in her promotion and future endeavors.

4. CONSENT AGENDA

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

Mayor Pineda asked if any Councilmember wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Councilmember White, seconded by Councilmember Solorio, to approve the Consent Agenda.

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

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

a. MINUTES

City Council approved the April 20, 2026, City Council meeting minutes.

b. SERIES 7 (BEER AND WINE BAR) AND SERIES 12 (RESTAURANT) LIQUOR LICENSE — GAME-ON GOLF & LOUNGE

City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 7 (Beer and Wine Bar) and Series 12 (Restaurant) Liquor License submitted by Maher Nawfal Ghazool for the sale of alcohol at Game-On Golf & Lounge located at 645 N Avondale Blvd #100 in Avondale and authorized the City Clerk to execute the necessary documents.

c. SERIES 12 (RESTAURANT) LIQUOR LICENSE — THAI ORCHID GARDEN

City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Piya Rajcharoen for the sale of alcohol at Thai Orchid Garden located at 12725 W Indian School Rd A-104 in Avondale and authorized the City Clerk to execute the necessary documents.

d. SERIES 12 (RESTAURANT) LIQUOR LICENSE — GYROS AND MORE

City Council recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Luis Antonio Castillo for the sale of alcohol at Gyros and More located at 1467 N Dysart Rd #107 in Avondale and authorized the City Clerk to execute the necessary documents.

e. RESOLUTION 1031-0526 – INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR DESIGN, ROW ACQUISITIONS, CONSTRUCTION, AND MAINTENANCE OF A ROADWAY WIDENING PROJECT ON LOWER BUCKEYE ROAD, FROM LITCHFIELD ROAD TO 107TH AVENUE

City Council adopted Resolution 1031-0526, authorizing an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for the design, ROW acquisitions, construction, and maintenance of a roadway widening project on Lower Buckeye Road between Litchfield Road and 107th Avenue, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

f. RESOLUTION 1032-0526 – INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR THE PROCUREMENT AND INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEMS AT INTERSTATE 10 AND DYSART ROAD, INTERSTATE 10 AND 107TH AVENUE, AND INTERSTATE 10 AND 99TH AVENUE

City Council adopted Resolution 1032-0526, authorizing an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for the procurement and installation of Emergency Vehicle Preemption (EVP) systems at the Interstate 10 and Dysart Road, Interstate 10 and 107th Avenue, and Interstate 10 and 99th Avenue intersections, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

g. RESOLUTION 1033-0526 - AMENDED INTERGOVERNMENTAL AGREEMENT WITH VARIOUS AGENCIES FOR THE WEST VALLEY SEX TRAFFICKING TASKFORCE

City Council adopted Resolution 1033-0526, authorizing an amended Intergovernmental Agreement (IGA) with the partnering agencies of the Southwest Family Advocacy Center (SWFAC), which includes the City of Buckeye, the City of Goodyear, and the Maricopa County Sheriff's Office. The amended IGA provides a continuation of operations for the West Valley Sex Trafficking Task Force under the previously amended DEMA grant and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

h. RESOLUTION 1034-0526 - SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR WORKFORCE DEVELOPMENT SERVICES

City Council adopted Resolution 1034-0526, amending the Intergovernmental Agreement (IGA) with the Maricopa County Human Services Department, Workforce Development Division for the provision of workforce development services provided by the Workforce Development Coordinator and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

i. RESOLUTION 1035-0526 - AUTHORIZING GRANT ACCEPTANCE FROM MARICOPA ASSOCIATION OF GOVERNMENTS FOR PM-10 STREET SWEEPER GRANTS FUNDING

City Council: a) adopted Resolution 1035-0526, accepting grant funding from the Maricopa Association of Governments for the FY2026 PM-10 Certified Street Sweeper Program in an amount not to exceed \$840,276 for two replacement street sweepers; b) authorized and directed staff to take all steps necessary to cause the execution of documents related to the award and to take all steps necessary to carry out the purpose and intent of this Resolution; and c) authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

5. SUMMARY OF CURRENT EVENTS FROM MAYOR, VICE MAYOR, AND COUNCILMEMBERS

Councilmember White shared that she recently visited the West-MEC campus in Glendale, thanking the organization for the opportunity. On May 10th, she attended Dave & Buster's in Glendale, celebrating Mother's Day. On May 12th, she attended a Pre-K graduation at Vida Eterna Church. On May 13th, she attended the Gila River Forum. Lastly, she noted her attendance at the WestMARC Economic Development event, where she heard a presentation from Interim Economic Development Director Cheryl.

Councilmember Garcia shared that she attended the West Valley Regional Chamber event last week, where a local panaderia on Western Avenue was recognized for its contributions to the community. She announced that she graduated from Leadership West and expressed appreciation for the opportunity, stating it was a great experience learning from many different leaders. Lastly, she thanked Police Officers in recognition of National Police Week.

Vice Mayor Nielson spoke about attending the West Valley Regional Chamber event and enjoying the opportunity to learn more about regional activities and initiatives. He also attended the Gila River Forum and learned more about potential future opportunities for the City.

Mayor Pineda shared remarks from the Estrella Mountain Community College commencement ceremony held the previous week. While watching the student procession, he recognized Municipal Security Officer Carolyn Aguilar among the graduates. He stated that seeing a familiar face and witnessing her educational accomplishment was meaningful.

6. ADJOURNMENT

There being no further business before the Council, Councilmember Garcia moved to adjourn the Regular Meeting into Executive Session pursuant to Ariz. Rev. Stat. § 38--431.03(A)(1) for discussion of the evaluation and salary of the City Attorney; Councilmember Solorio seconded the motion.

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

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

The meeting was adjourned at 6:22 p.m.

Mike Pineda, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 18th day of May 2026. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Sarmiento, City Clerk

Date Approved by City Council

ITEM NUMBER: 4.b.

SUBJECT: Resolution 1042-0626 - Adoption of Property Tax Levies for Maintenance Improvement Districts (MIDs)

MEETING DATE: 6/15/2026

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

THROUGH: Ron Corbin, City Manager, (623) 333-1011

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

MIDs allow for the maintenance of landscaping and open spaces along neighborhood streets in the case a Homeowner's Association (HOA) is unable to meet its obligations.

PURPOSE:

City Council will consider a request to adopt Resolution 1042-0626, adopting property tax levies for Maintenance Improvement Districts (MIDs) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Under provisions of the City Code and Zoning Ordinance, developers are responsible for landscaping development projects prior to issuance of a Certificate of Occupancy. In particular, subdivisions are required to provide landscaping along certain arterial and collector streets and in other locations as provided in the zoning requirements, approval conditions, engineering requests or subdivision requirements.

The purpose of MIDs is to provide for the operations, maintenance, repair, and improvements to landscaping and open spaces adjacent to designated public roadways and parkways within the district that would normally be the obligation of a homeowner's association, in the event a homeowner's association fails. The city has 45 Maintenance Improvement Districts (MIDs).

DISCUSSION:

MIDs ensure that if a homeowner's association cannot meet its obligations to maintain landscaping along

designated roadways, the residents of Avondale outside that community do not have to cover those costs. Currently, there is no need for any of the MIDs to levy a property tax above \$0. Property tax levies for all taxing agencies must be adopted on or before the third Monday in August.

BUDGET IMPACT:

No budget impacts as the levy proposed for all the MIDs is \$0.

RECOMMENDATION:

Staff recommends Council adopt a Resolution, adopting Property Tax Levies for Maintenance Improvement Districts (MIDs), adopting a \$0 levy for the 45 MIDs in the City of Avondale.

Contact person for document distribution: Greg Luethje

RESOLUTION NO. 1042-0626

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICTS NOS. 1-45 SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH \$100.00 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET FOR EACH DISTRICT AND PROVIDING FUNDS FOR GENERAL DISTRICT EXPENSES; ALL FOR THE FISCAL YEAR ENDING JUNE 30, 2027.

WHEREAS, the Council of the City of Avondale (the “City Council”) is required by ARIZ. REV. STAT. §§ 42-17151 and 42-17253 and ARIZ. REV. STAT. §§48-574 C-D to adopt, by resolution, an annual tax levy based upon the rate to be assessed per each \$100.00 of valuation of property within the corporate limits of each maintenance improvement district (the “District”), as set forth on Exhibit A, and incorporated herein by reference; and

WHEREAS, by the provisions of State Law, the resolution levying taxes for fiscal year 2026-2027 is required to be finally adopted on or before the third Monday in August and not less than 14 days after a hearing thereon; and

WHEREAS, Maricopa County is the assessing and collecting authority for each District.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. There is hereby levied on each \$100.00 of the assessed value of all property, both real and personal, within the corporate limits of each district as set forth on Exhibit A, except such property as may be by law exempt from taxation, a primary property tax rate of \$0 (or such other amount as deemed necessary by the Maricopa County Treasurer to be sufficient to raise the sum of \$0), for the fiscal year ending on June 30, 2027.

SECTION 3. Failure by the officials of Maricopa County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment or sale by which the collection of the same may be enforced shall not affect the lien of the City upon such property for the delinquent taxes unpaid thereon, and no overcharge as to part of the taxes or of costs shall invalidate any proceedings for

the collection of taxes or the foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 4. The City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Maricopa County Board of Supervisors.

SECTION 5. If any provision of this Resolution is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 6. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 15, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1042-0626

[Assessed Property]

See following page.

Authority Name	Resolutions	Assigned Tax Authority #	FY2023 Levy
Avondale MID NO 1 Vista Del Verde	3300-216 3301-216	38236	\$0.00
Avondale MID NO 2 San Villagio	3357-1216 3358-1216	38241	\$0.00
Avondale MID NO 3 Del Rio Ranch	3448-518 3449-518	38238	\$0.00
Avondale MID NO 4 Vista Del Verde 1	3467-718 3468-718	38233	\$0.00
Avondale MID NO 5 Vista Del Verde 2	3469-718 3470-718	Pending	\$0.00
Avondale MID NO 6 Alamar Phase 1	3512-119 3513-119	38229	\$0.00
Avondale MID NO 7 Verde Trails Phase I Parcel 3	3531-519 3532-519	38226	\$0.00
Avondale MID NO 8 Verde Trails Phase I Parcel 11	3539-519 3540-519	38224	\$0.00
Avondale MID NO 9 Roosevelt Park Phase 1	3524-319 3525-319	38237	\$0.00
Avondale MID NO 10 Verde Trails Phase I Parcel 4	3533-519 3534-519	38227	\$0.00
Avondale MID NO 11 Verde Trails Phase I Parcel 7	3543-519 3544-519	38221	\$0.00
Avondale MID NO 12 Verde Trails Phase I Parcel 8	3535-519 3536-519	38222	\$0.00
Avondale MID NO 13 Verde Trails Phase I Parcel 9 & 10	3537-519 3538-519	38223	\$0.00
Avondale MID NO 14 Vista Del Verde 2	3545-519 3546-519	38230	\$0.00
Avondale MID NO 15 Verde Trails Unit 2	3550-519 3551-519	38225	\$0.00
Avondale MID NO 16 Vista Del Verde 3	1004-0120 1005-0120	38234	\$0.00
Avondale MID NO 17 Vista Del Verde 4	1006-0120 1007-0120	38235	\$0.00
Avondale MID NO 18 Marbella Park	3569-819 3570-819	38240	\$0.00
Avondale MID NO 19 Alamar 2	1013-0320 1014-0320	38220	\$0.00
Avondale MID NO 20 Roosevelt Park Phase 2	1030-0520 1031-0520	38215	\$0.00
Avondale MID NO 21 Verde Trails Phase I Parcel 1&2	1001-0121 1002-0121	38228	\$0.00
Avondale MID NO 22 Alamar 4	1009-0222 1010-0222	38260	\$0.00
Avondale MID NO 23 Roosevelt Park Phase 3	1021-0421 1022-0421	38231	\$0.00
Avondale MID NO 24 Fulton Homes Acclaim	1091-1121 1092-1121	38254	\$0.00
Avondale MID NO 25 Del Rio Ranch III Phase 2	1077-1021 1078-1021	Pending	\$0.00
Avondale MID NO 26 Del Rio Ranch III Phase 3	1079-1021 1080-1021	Pending	\$0.00
Avondale MID NO 27 Verde Trails Parcel 6	1085-1021 1086-1021	38270	\$0.00
Avondale MID NO 28 Parkside	1039-0623 1040-0623	Pending	\$0.00
Avondale MID NO 29 Roosevelt Park Phase 4	1071-0921 1072-0921	38255	\$0.00
Avondale MID NO 30 River Run	1026-0522 1028-0522	Pending	\$0.00
Avondale MID NO 31 Del Rio Ranch III Phase 4	1081-1021 1082-1021	Pending	\$0.00
Avondale MID NO 32 Del Rio Ranch III Phase 5	1083-1021 1084-1021	Pending	\$0.00
Avondale MID NO 33 Alamar 4	1022-0422 1023-0422	38273	\$0.00
Avondale MID NO 34 Alamar Phase 5	1018-0224 1019-0224	Pending	\$0.00
Avondale MID NO 35 Three Rivers Ranch Master Plat	1020-0224 1021-0224	Pending	\$0.00
Avondale MID NO 36 Three Rivers Ranch Parcel 1	1063-0624 1064-0624	Pending	\$0.00
Avondale MID NO 37 Three Rivers Ranch Parcel 2	1065-0624 1066-0624	Pending	\$0.00
Avondale MID NO 38 Three Rivers Ranch Parcel 3	1067-0624 1068-0624	Pending	\$0.00
Avondale MID NO 39 Three Rivers Ranch Parcel 4	1069-0624 1070-0624	Pending	\$0.00
Avondale MID NO 40 Three Rivers Ranch Parcel 5	1071-0624 1072-0624	Pending	\$0.00
Avondale MID NO 41 No record of this MID per City Clerks office			\$0.00
Avondale MID NO 42 Entrada Phase 1	1029-0324 1030-0324	Pending	\$0.00
Avondale MID NO 43 Entrada Phase 2	1033-0424 1034-0424	Pending	\$0.00
Avondale MID NO 44 Entrada Phase 3	1027-0525 1028-0525	Pending	\$0.00
Avondale MID NO 45 Entrada Phase 6	1046-0725 1047-0725	Pending	\$0.00

ITEM NUMBER: 4.c.

SUBJECT: Resolution 1043-0626 Authorizing Grant Acceptance from Arizona Department of Administration for the Law Enforcement Records Management System Grant Funding

MEETING DATE: 6/15/2026

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

THROUGH: Dale Nannenga, Assistant City Manager, (623) 333-1017

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being and Innovative and Effective Government**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

Avondale's elected leaders, employees, and strategic partners collaborate to serve as a model of innovation, efficiency, and responsive government.

PURPOSE:

City Council will consider a request to: a) adopt Resolution 1043-0626, accepting grant funding from the Arizona Department of Administration for the Law Enforcement Records Management System in an amount not to exceed \$72,500 for the implementation, maintenance, and support of a Law Enforcement Records Management System; b) authorize and direct staff to take all steps necessary to cause the execution of documents related to the award and to take all steps necessary to carry out the purpose and intent of this Resolution; c) authorize the Finance Director to make all necessary budget transfers and adjustments to receive and expend grant funds in accordance with the terms of the award; and d) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Arizona Department of Administration oversees state funding for law enforcement technology initiatives pursuant to Laws 2024, Ch. 209, Sec. 127 and Laws 2025, Ch. 233, Sec. 127. The program supports the implementation of a statewide Law Enforcement Records Management System pilot designed to connect records management and computer-aided dispatch systems across participating Arizona law enforcement agencies. In SFY26, the Arizona Legislature appropriated \$3,208,500.00 for the program statewide. From this appropriation, ADOA has allocated \$72,500.00 to the City of Avondale Police Department under Agreement

Number DBF2025SB1735-RMS14 for the period of July 1, 2025, through June 30, 2027.

DISCUSSION:

A Law Enforcement Records Management System is a critical component of modern public safety operations and regional law enforcement data sharing. Implementing an integrated RMS improves operational reliability, supports real-time data access across agencies, and enhances the Avondale Police Department's ability to manage, deduplicate, and share law enforcement records securely.

The awarded funding will offset costs associated with technology implementation already planned within the FY2027 Budget. Acceptance of the grant will allow the City to utilize outside funding and preserve previously planned local resources for other operational needs.

BUDGET IMPACT:

The cost of the Law Enforcement Records Management System is included in a supplemental budget request for SFY27. Acceptance of this grant will allow the City to utilize grant funding in place of locally requested funds. Staff is requesting authority for the Finance and Budget to make all necessary budget transfers and adjustments to receive and expend grant funds in accordance with the terms of the award.

RECOMMENDATION:

Staff recommends that City Council: a) adopt Resolution 1043-0626, accepting grant funding from the Arizona Department of Administration for the Law Enforcement Records Management System in an amount not to exceed \$72,500 for the implementation, maintenance, and support of a Law Enforcement Records Management System; b) authorize and direct staff to take all steps necessary to cause the execution of documents related to the award and to take all steps necessary to carry out the purpose and intent of this Resolution; c) authorize the Finance Director to make all necessary budget transfers and adjustments to receive and expend grant funds in accordance with the terms of the award; and d) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Angela Destin, Tori Osmundson, Veronica Martinez

RESOLUTION NO. 1043-0626

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE ARIZONA DEPARTMENT OF ADMINISTRATION FOR THE LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM.

WHEREAS, the Arizona Department of Administration (“ADOA”) has awarded the City of Avondale (the “City”) grant funding in the amount of \$72,500.00 for the implementation, maintenance, and support of a Law Enforcement Records Management System (the “Grant Agreement”); and

WHEREAS, the Mayor and Council of the City of Avondale (“City Council”) desire to accept the Grant Agreement awarding grant funding in the amount of \$72,500.00 for the project.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant Agreement awarding grant funding in an amount not to exceed \$72,500.00; and (ii) the execution of the Grant Agreement with ADOA relating to the acceptance and administration of the grant funding in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit the Grant Agreement and any other necessary or desirable instruments in connection with the Grant Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
June 15, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1043-0626

[Grant Agreement]

See following pages.

Katie Hobbs
Governor



Elizabeth Alvarado-
Thorson
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

DIVISION OF BUSINESS AND FINANCE
100 NORTH FIFTEENTH AVENUE • SUITE 302
PHOENIX, ARIZONA 85007
(602) 625-8325

ADOA Agreement Number DBF2025SB1735-RMS14

This Agreement is entered into by and between the **Avondale Police Department** and the **Arizona Department of Administration** (hereinafter referred to as "ADOA") and shall be effective as indicated in Section 1 - Term of Agreement.

A. **Avondale Police Department** and ADOA enter into this Agreement pursuant to Laws 2025, Ch. 233, Sec. 127 of the First Regular Session. Whereas \$3,208,500.00 was appropriated for the Law Enforcement Records Management System, established under Laws 2024, Ch. 209, Sec. 127, for fiscal year 2025-2026. From this appropriation, the ADOA shall allocate \$ 72,500.00 to **Avondale Police Department**.

B. Pursuant to A.R.S. § 41-703(7), the ADOA Director can contract with or assist other departments, agencies and institutions of the state, local and federal governments in the furtherance of the department's purposes, objectives and programs.

C. Pursuant to A.R.S. § 41-703(8), the ADOA Director can accept and disburse grants, gifts, donations, matching monies and direct payments from public or private agencies for the conduct of programs that are consistent with the overall purposes and objectives of the department.

D. The **Avondale Police Department** has those duties set out in Laws 2024, Ch. 209, Sec. 127, including contracting for those services necessary or desirable to enable the Avondale Police Department to adequately perform its duties.

For and in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. Term of Agreement

This Agreement shall be effective from **July 1, 2025** and shall remain in effect until **June 30, 2027**.

2. Scope of Services

The **Avondale Police Department** agrees to provide services related to the implementation, maintenance, and support of a Law Enforcement Records Management System, as described in Laws 2024, Ch. 209, Sec. 127. The services will include the following:

A pilot program to connect the records management systems and computer aided dispatch systems of four agencies, including the Pinal County sheriff's office. The software for the pilot project must do all of the following:

- (a) Be able to integrate data from common law enforcement systems such as computer aided dispatch and records management systems on a real-time basis.

- (b) Provide capabilities to deduplicate redundant records in law enforcement systems.
- (c) Provide advanced configurable search, analytics and visualization capabilities to support common law enforcement mission needs.
- (d) Provide granular access controls that allow law enforcement agencies to appropriately restrict access to information by data type, organization, roles, responsibilities, individual investigations and other parameters.
- (e) Allow for secure, permission-controlled data integration and sharing between any participating Arizona law enforcement agencies.
- (f) Be accessible on a wide variety of common law enforcement agency devices such as desktops, laptops, in-car computers and mobile devices.
- (g) Have a demonstrated track record of meeting or exceeding similar mission needs and the ability to reach full operational capability within ninety days of initiation.
- (h) Allow for integration with existing law enforcement agency identify and access management solutions, such as single-sign-on and multi-factor authentication.
- (i) Be hosted in a secure, criminal justice information services compliant cloud environment that can scale to accommodate the increasing volume and velocity of Arizona law enforcement data needs.
- (j) Meet or exceed all federal bureau of investigation criminal justice information services security standards.
- (k) Provide granular audit logging for all user interactions with data.
- (l) Provide a fully open, interoperable architecture and business terms that ensure that Arizona law enforcement agencies retain full and total rights to agency data at all times.

3. Changes to Scope of Services

Either party may request changes to the Scope of Services provided. Such a request by a party must be in writing to the other party, and the change to the Scope of Services must be approved in writing by Avondale Police Department and **ADOA**. Any additional services provided by **ADOA** shall be subject to then-current established **ADOA** billing rates and paid for in accordance with Section 5.

4. Reporting Requirements

The **Avondale Police Department** shall submit a financial report on or before September 30th of each year to the **ADOA** of all expenditures made for the Law Enforcement Record Management System in the preceding fiscal year.

The **Avondale Police Department** shall submit a program report on or before September 30th of each year to the **ADOA** of a summary of the program activities for the Law Enforcement Record Management System in the preceding fiscal year.

5. Manner of Financing

The Arizona Department of Administration shall distribute the sum of \$72,500.00 to Avondale Police Department to establish and maintain a Law Enforcement Records Management System, established under Laws 2024, Ch. 209, Sec. 127. This distribution is based on the appropriated amount from Laws 2025, Ch.233, Sec. 127, subject to the availability of funds and compliance

with all applicable laws and regulations.

Avondale Police Department acknowledges that these funds are intended to be used exclusively for the implementation, maintenance, and support of the Law Enforcement Records Management System program, and that any use of the funds for purposes other than those authorized under this agreement may result in the termination of the agreement and forfeiture of the remaining funds. The parties agree to maintain accurate records of all expenditures related to the Law Enforcement Records Management System.

6. Termination

Either party may terminate this Agreement upon thirty (30) calendar days written notice to the other party.

In the event the parties determine the Scope of Services requires the acquisition of capital equipment necessary for the business functions of the **Avondale Police Department** and determine to amortize the cost of such equipment over several years, the **Avondale Police Department** shall reimburse **ADOA** for such unamortized amounts on or before the date the contract is terminated.

In the event resources other than capital equipment have been specifically acquired for the **Avondale Police Department** business function and upon the determination by **Avondale Police Department** to terminate this Agreement prior to **ADOA**'s recovery of the cost of these resources, **Avondale Police Department** shall be responsible to reimburse **ADOA** for the unrecovered cost of these resources, on or before the date the contract is terminated.

UNIFORM TERMS AND CONDITIONS

7. Administration and Operation

- **Records.** Under A.R.S. § 35-214 and § 35-215, Avondale Police Department shall retain any and 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 award. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Avondale Police Department shall produce a legible copy of any or all such records.
- **Non-Discrimination.** The Avondale Police Department shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- **Audit.** Pursuant to A.R.S. § 35-214, at any time during the term of this Agreement and five (5) years thereafter, the Avondale Police Department's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Agreement.
- **Facilities Inspection and Materials Testing.** The Avondale Police Department agrees to permit access to its facilities, and the Avondale Police Department's processes or services, at reasonable times for inspection of the facilities or Materials covered under this award. The State shall also have the right to test, at its own cost, the Materials to be supplied under this award. Neither inspection of the Avondale Police Departments facilities nor Materials testing shall constitute final acceptance of the Materials or Services.
- **Advertising, Publishing and Promotion of Award.** The Avondale Police Department shall not use, advertise or promote information for commercial benefit concerning this award without the prior written approval of ADOA.

8. Federal Immigration and Nationality Act. Avondale Police Department shall comply with

all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the award. The State shall retain the right to perform random audits of Avondale Police Department records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Avondale Police Department be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the award for default and suspension.

9. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Avondale Police Department warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

10. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

- Accept a decrease in award offered to the Avondale Police Department;
- Cancel the award; or
- Cancel the award and re-solicit the requirements.

11. Personnel. Avondale Police Department warrants that its personnel will perform their duties under the Agreement in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the award. Avondale Police Department further warrants that its key personnel will maintain any and all certifications relevant to their work, and Avondale Police Department shall provide individual evidence of certification to State's authorized representatives upon request.

12. Agreement Termination

- **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the State may cancel this Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State 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 shall be effective when the Avondale Police Department receives written notice of the cancellation unless the notice specifies a later time. If the Avondale Police Department is a political subdivision of the State, it may also cancel this award as provided in A.R.S. § 38-511.

- **Termination for Convenience.** The State reserves the right to terminate the Agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Avondale Police Department shall stop all work, as directed in the notice, notify all contractors of the effective date of the termination and minimize all further costs to the State. The Avondale Police Department shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

13. Arbitration. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

14. This Agreement does not imply authority to perform any tasks or accept any responsibility

not expressly stated in this Agreement.

- 15.** This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
- 16.** This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.
- 17.** Any change, modification, or extension of this Agreement must be submitted to the ADOA in writing or email.
- 18.** This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
- 19.** The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
- 20.** The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
- 21.** Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Avondale Police Department expressly state that this Agreement does not create any third-party rights of enforcement.
- 22.** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
- 23.** If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
- 24.** Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
- 25.** Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this agreement.
- 26.** All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

Avondale Police Department:	ADOA:
City of Avondale	Arizona Department of Administration
Police Department	Division of Business and Finance
11485 W. Civic Center Drive	100 N. 15 th Avenue
	Suite 302
Avondale, Arizona 85323	Phoenix, AZ 85007
ATTN: Ron Corbin	ATTN: Michael Gurr
City Manager	Deputy Assistant Director
Phone Number: 623-333-1011	Phone Number: 602.625.8325
Email: rcorbin@avondaleaz.gov	Email: mike.gurr@azdoa.gov

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE UNDERSTANDING BETWEEN THE PARTIES, AND IT SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER DOCUMENTS OR COMMUNICATIONS BETWEEN THE PARTIES RELATIVE TO THE SUBJECT MATTER HEREIN COVERED, UNLESS SUCH DOCUMENTS OR COMMUNICATIONS ARE SPECIFICALLY INCLUDED BY REFERENCE.

IN WITNESS WHEREOF, the parties have executed this Agreement:

Avondale Police Department:

ADOA:

Arizona Department of Administration

By: _____
Ron Corbin, City Manager

By: _____
Elizabeth Alvarado-Thorson
Director

Date: _____

Date: _____

ITEM NUMBER: 4.d.

SUBJECT: Resolution 1044-0626 - Intergovernmental Agreement with Avondale Elementary School District for Recycling Services

MEETING DATE: 6/15/2026

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

THROUGH: Andrew Mesquita, Assistant City Manager, (623) 333-2211

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:

City Council will consider a request to adopt Resolution 1044-0626 approving an Intergovernmental Agreement with Avondale Elementary School District for recycling services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Since the inception of the City's recycling program, the City of Avondale Public Works Department Solid Waste Division has provided recycling collection services at no-cost to school districts located within the City's boundaries. At the time the program was established, revenues generated from the sale of recyclable commodities were sufficient to offset operational costs associated with the program.

This funding model changed significantly in 2017 following implementation of China's National Sword Policy, which restricted the import of recyclable materials from other countries. As China had previously been the largest international purchaser of recyclable commodities from the United States, the policy resulted in a substantial decline in commodity values and a significant disruption to recycling markets nationwide. Consequently, the cost to process recyclable materials increased considerably and has remained volatile over the past decade. Despite these challenges, the City continued to support the local school districts in their waste diversion and environmental sustainability initiatives through no-cost recycling services. However, as solid waste and recycling costs continue to increase overall, it is time for the City and the school districts to discontinue the no-cost recycling service and begin charging school districts for their recycling service as customers that pay their proportional share of the program costs.

DISCUSSION:

In coordination with the Finance and Budget Department, a service rate was developed to recover the operational costs associated with the collection and processing of recyclable materials. The Public Works Department Solid Waste Division contacted school districts and informed each district that it will be charged for recycling service beginning July 1, 2026. School districts were provided with the options to enter into an Intergovernmental Agreement with the City to continue and pay for recycling services at the cost-recovery rate, or to seek recycling services from other commercial trash and recycling service providers, or to discontinue their recycling programs in their entirety. The Public Works Department Solid Waste Division has worked collaboratively with Avondale Elementary School District to transition toward a cost-recovery model for recycling collection services as defined in the proposed Intergovernmental Agreement.

The proposed Intergovernmental Agreement will allow recycling services to continue at participating school sites, with the school district contributing its proportional share of program costs based on the established rate structure. This ensures that other solid waste rate payers are not subsidizing no-cost services to schools and ensures that the City and school district have complied with State of Arizona law requiring competition for commercial solid waste services.

BUDGET IMPACT:

The proposed agreement will have no additional fiscal impact on the Public Works Department Solid Waste Division, as the Division currently provides these recycling collection services as part of its existing operations.

RECOMMENDATION:

Staff recommends City Council adopt Resolution 1044-0626 approving the Intergovernmental Agreement with the Avondale Elementary School District for recycling services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Harold Siguenza, Simon Lara, Suzie Hunter

RESOLUTION NO. 1044-0626

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF AVONDALE AND THE AVONDALE ELEMENTARY SCHOOL DISTRICT RELATING TO RECYCLING SERVICES.

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

SECTION 1. The Intergovernmental Agreement with the City of Avondale and the Avondale Elementary School District relating to recycling services for fiscal year 2026-2027 (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 15, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1044-0626

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
AVONDALE
ELEMENTARY
SCHOOL DISTRICT

City Contract No. _____

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into as of July 1, 2026, by and between the City of Avondale, an Arizona municipal corporation (“Avondale”) and the Avondale Elementary School District, an Arizona public school district organized under Title 15, Arizona Revised Statutes (“School”) (collectively, the “Parties”).

RECITALS

A. Arizona Revised Statutes (A.R.S.), Sections 11-951 through 11-954 provide that public agencies may enter into intergovernmental agreements for the provision of services or for joint or cooperative action. The Parties hereto acknowledge that this Agreement constitutes an Intergovernmental Agreement within the meaning of A.R.S. § 11-952.

B. Avondale is empowered by Chapter II, Section 2 of the Avondale Charter to enter into this Agreement and has, by City Council Action on June 15, 2026, authorized the undersigned to execute this Agreement on behalf of Avondale.

C. School is empowered to enter into this Agreement by Title 15 and Title 11, Arizona Revised Statutes, and has, by School Board Action on _____, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of School.

D. School desires to enter into this Agreement with Avondale whereby Avondale will collect recyclable materials from School and deliver them to a processing facility. School agrees to pay Avondale the applicable fees for collection services as set forth in this Agreement.

E. Avondale and School believe it would serve the public interest for Avondale to collect recyclables from School to enhance recycling efforts within the community. The purpose of this Agreement is to set forth the Parties’ respective rights and obligations with respect to Avondale’s acceptance of School’s recyclables.

Now, therefore, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

DEFINITIONS

“Collection Fee” means the amount of the fee paid on a monthly basis by School to City for collection of School’s recyclable materials and delivery to a processing facility, as set

forth in Exhibit C. The Collection Fee will be charged regardless if a container does or not does have recyclable material.

“Recyclable” means post-consumer residential and commercial/business materials as accepted in the Avondale Recycles program, having residual value and suitable for use in other products. The list of acceptable materials may be modified by Avondale, with reasonable notice to the [School], at any time at the sole discretion of Avondale.

AGREEMENT

1. Term. The term of this Agreement shall be for a period of 12 months, beginning on July 1, 2026, and ending on June 30, 2027. This Agreement may be renewed in one (1) year increments for a total of four (4) renewal years upon written mutual agreement of the City of Avondale City Manager and the School Superintendent, or designee
2. Avondale’s Acceptance. Avondale will provide collection services to each school based on the fees in Exhibit A. Monthly and annual estimates based on current levels of service for each school is provided in Exhibit B.
3. Service Schedule and Location. Recycling service will occur once per week in accordance with Avondale’s standard solid waste service schedule. Avondale will notify School of its assigned collection day and work with the School to determine the collection location. Location of containers will be determined by Avondale in coordination with the school.
4. Quality of recyclables. Material quality will be inspected by School staff and will adhere to guidelines of the “Avondale Recycles” program of what is and is not acceptable recyclable materials, as set forth in **Exhibit C**, attached hereto, and as amended from time to time in accordance with the notice provisions hereof.
5. Termination of Agreement. Either Party may terminate this Agreement with or without cause by giving the other Party one hundred and twenty (120) days prior written notice.
6. Billing. School is required to pay Avondale for recycling services, as set forth in Exhibit A. School will be billed for service through their City of Avondale Utility Account. If School does not have an existing Utility Account, one will be created.
7. 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 fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any personal (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.

8. Miscellaneous.

8.1. Assignment. This Agreement shall not be assignable by either Party without the prior written consent of the other Party.

8.2. Applicable Law. The laws of the State of Arizona shall govern the

interpretation and enforcement of this Agreement. Any lawsuits pertaining to this Agreement will be brought only in Federal or State Courts in Maricopa County, State of Arizona.

8.3. Notices. All notices, demands and other writings provided to be given, made or sent by any Party hereto to other Parties shall be deemed to have been fully given, made or sent when made in writing and personally delivered or received by United States postpaid registered or certified mail and addressed as follows:

To Avondale: City of Avondale
 Attn: Rob Corbin
 11465 W. Civic Center Dr
 Avondale, AZ 85323

To School: Avondale Elementary School District
 Attn: Dr. Eric Dueppen
 295 W. Western Avenue
 Avondale, AZ 85323

The address to which any notice, demand or other writing may be given, made or sent may be changed by written notice given by such Party as above provided.

8.4. Conflict of Interest. No official, officer or employee of either Party shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. The Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

8.5. Cancellation for Nonappropriations. The Parties recognize that this Agreement depends upon appropriation of funds by the Avondale City Council and School Governing Body. If either fails to appropriate the necessary funds, or if the appropriation for this Agreement is reduced, either Party may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. Each Party agrees to notify the other Party as soon as reasonably possible after the Party knows of the loss of funds.

8.6. Right of Parties. Nothing in this Agreement, whether express or implied, is intended to confer a right or remedy under or by reason of this Agreement on persons other than the Parties to this Agreement and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of a person who is not a Party to this Agreement, nor will provisions hereof give a person not a Party to this Agreement a right of subrogation or action over or against either Party to this Agreement.

8.7. Force Majeure. In addition to specific provisions of this Agreement, non-performance by any Party hereto shall not be deemed to be a default where such non-performance is due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation related to the Material Recovery Facility, or unusually severe weather.

8.8. No Waiver. Except as otherwise expressly provided in this Agreement, any

failure or delay by any Party in asserting any of its rights or remedies as to any breach or default shall not operate as a waiver of any breach or default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

8.9. Modification. Any amendment or modification of this Agreement shall be in writing and shall be effective only after signature by both Parties.

8.10. Severability. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8.11. Representations and Warranties.

- School hereby represents and warrants to Avondale as follows: (1) School has the full power and authority to execute and deliver this Agreement to Avondale and carry out the transactions contemplated hereby; (2) School has taken all necessary action to execute, deliver, and perform this Agreement; and (3) neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor School's compliance with any of the terms and provisions hereof does or will contravene any existing law, judgment, governmental rule, regulation, or order applicable to or binding on it or any of its properties which, if violated, would have material adverse effect on School's obligations under this Agreement. Upon execution and delivery of this Agreement by School, it will constitute a legal, valid, and binding obligation of School enforceable against it in accordance with the terms hereof.

- Avondale hereby represents and warrants to School as follows: (1) Avondale has the full power and authority to execute and deliver this Agreement to School and carry out the transactions contemplated hereby; (2) Avondale has taken all necessary action to execute, deliver, and perform this Agreement; and (3) neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor Avondale's compliance with any of the terms and provisions hereof does or will contravene any existing law, judgment, governmental rule, regulation, or order applicable to or binding on it or any of its properties which, if violated, would have material adverse effect on Avondale's obligations under this Agreement. Upon execution and delivery of this Agreement by Avondale, it will constitute a legal, valid, and binding obligation of Avondale enforceable against it in accordance with the terms hereof.

8.12. Definitions, Exhibits, and Recitals. The definitions, exhibits, and recitals attached to this Agreement are hereby incorporated into this Agreement by this reference, as and to the same effect as if recited at length in the body of this Agreement.

8.13. Audit. The Parties agree to retain all books, accounts, reports, files and other records relating to the Agreement and to make such records available at all reasonable times for inspection and audit by the other party or the Auditor General of the State of Arizona, or their agents, during the term of and for a period of 5 years after the

completion of the Agreement.

8.14. E-Verify. To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). Failure by any Party to comply with such warranty shall be deemed a material breach of this agreement and may result in the termination of this Agreement. To the extent authorized under A.R.S. § 41-4401, each Party shall have the right to inspect the papers of each of the others, their subcontractors, or any employee of either who performs work hereunder for the purpose of ensuring that the other Party or subcontractor is in compliance with the warranty set forth in this provision.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed by their duly authorized officers and agents on the day and year first written above.

CITY OF AVONDALE, a municipal corporation

AVONDALE ELEMENTARY SCHOOL DISTRICT, a political subdivision of the State of Arizona

Ron Corbin, City Manager

_____, (Title)

ATTEST:

ATTEST:

Marcella Sarmiento, City Clerk

(Title)

In accordance with A.R.S. § 11-952 this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

In accordance with A.R.S. § 11-952 this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the School District under the laws of the State of Arizona.

Nicholle Harris, City Attorney

Attorney

_____ Date

_____ Date

Exhibit A

Fees

On-Going Fees

Fee Description	Per 300-Gallon Container
Monthly Rate	\$8.32

One-Time Fees

Fee Description	Per 300-Gallon Container
Initial Setup	\$400
Container Replacement Fee	\$400

Guidelines for Avondale's Recycling Program

The following chart shows the materials that are acceptable and unacceptable in the recycle container:

Materials	Acceptable	Unacceptable
Paper	Office paper, mail, newspaper, magazines, catalogs, magazines, telephone books, milk/juice cartons, juice boxes, paper towel and toilet paper tubes	Tissue paper, toilet paper, paper towels, napkins, hardback or paperback books, padded envelopes, photographs
Plastic	Jugs, bottles, jars, cups, containers, coffee cup lids, flower pots and trays, plates, clamshells	Plastic kitchen bags, plastic shopping bags, soft or film plastics, Styrofoam, candy wrappers, chip bags, dog food bags
Metal	Steel/tin food cans, aluminum beverage cans, party trays, aluminum foil, clean aluminum pie plates/trays	Metal sheets, electronics, car parts, batteries, propane tanks
Cardboard	Boxes (packages and food boxes)- broken down, clean pizza boxes	Greasy pizza boxes
Glass	Bottles, jars	Light bulbs, ceramics, sheets of glass, mirrors, window panes, dishes
Miscellaneous		Clothing, textiles, any bagged materials

Tips by category:

Paper

Paper products should be clean and removed from binders, folders and bindings. Paper products like tissue, napkins and paper towels are not recyclable because their fibers are too short.

Plastic

Keep lids on all plastic bottles. Lids are too small to be recycled separately. No plastic bags of any kind (even if they have a recycle symbol on them). This includes plastic kitchen bags, plastic shopping bags, sandwich bags and bubble wrap, etc. These items get wrapped around the machinery and are not accepted in the recycle container.

Metal

Place metal lids inside of cans

Cardboard

Cardboard is acceptable in the blue container, but greasy pizza boxes are not. Salvage the non-greasy parts of the pizza box for recycling.

Glass

Due to magnet strength for sorting iron metal objects, it is important to remove metal lids from glass jars and place both separately in your blue recycling container.

General Recycling Protocol

All recyclable material must be relatively clean, dry, empty and uncrushed. No need to excessively wash recyclables, a quick rinse is sufficient.

Do NOT bag, box or tie recyclables. Keep all recyclables loose. Keep items separate, do not nest.

ITEM NUMBER: 4.e.

SUBJECT: Resolution 1045-0626 - Intergovernmental Agreement with the Pendergast Elementary School District for Recycling Services

MEETING DATE: 6/15/2026

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

THROUGH: Andrew Mesquita, Assistant City Manager, (623) 333-2211

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:

City Council will consider a request to adopt Resolution 1045-0626 approving an Intergovernmental Agreement with Pendergast Elementary School District for recycling services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Since the inception of the City's recycling program, the City of Avondale Public Works Department Solid Waste Division has provided recycling collection services at no-cost to school districts located within the City's boundaries. At the time the program was established, revenues generated from the sale of recyclable commodities were sufficient to offset operational costs associated with the program.

This funding model changed significantly in 2017 following implementation of China's National Sword Policy, which restricted the import of recyclable materials from other countries. As China had previously been the largest international purchaser of recyclable commodities from the United States, the policy resulted in a substantial decline in commodity values and a significant disruption to recycling markets nationwide. Consequently, the cost to process recyclable materials increased considerably and has remained volatile over the past decade. Despite these challenges, the City continued to support the local school districts in their waste diversion and environmental sustainability initiatives through no-cost recycling services. However, as solid waste and recycling costs continue to increase overall, it is time for the City and the school districts to discontinue the no-cost recycling service and begin charging school districts for their recycling service as customers that pay their proportional share of the program costs.

DISCUSSION:

In coordination with the Finance and Budget Department, a service rate was developed to recover the operational costs associated with the collection and processing of recyclable materials. The Public Works Department Solid Waste Division contacted school districts and informed each district that it will be charged for recycling service beginning July 1, 2026. School districts were provided with the options to enter into an Intergovernmental Agreement with the City to continue and pay for recycling services at the cost-recovery rate, or to seek recycling services from other commercial trash and recycling service providers, or to discontinue their recycling programs in their entirety. The Public Works Department Solid Waste Division has worked collaboratively with Pendergast Elementary School District to transition toward a cost-recovery model for recycling collection services as defined in the proposed Intergovernmental Agreement.

The proposed Intergovernmental Agreement will allow recycling services to continue at participating school sites, with the school district contributing its proportional share of program costs based on the established rate structure. This ensures that other solid waste rate payers are not subsidizing no-cost services to schools and ensures that the City and school district have complied with State of Arizona law requiring competition for commercial solid waste services.

BUDGET IMPACT:

The proposed agreement will have no additional fiscal impact on the Public Works Department Solid Waste Division, as the Division currently provides these recycling collection services as part of its existing operations.

RECOMMENDATION:

Staff recommends City Council adopt Resolution 1045-0626 approving the Intergovernmental Agreement with the Pendergast Elementary School District for recycling services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Harold Siguenza, Simon Lara, Suzie Hunter

RESOLUTION NO. 1045-0626

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF AVONDALE AND PENDERGAST ELEMENTARY SCHOOL DISTRICT RELATING TO RECYCLING SERVICES.

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

SECTION 1. The Intergovernmental Agreement with the City of Avondale and Pendergast Elementary School District relating to recycling services for fiscal year 2026-2027 (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 15, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1045-0626

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
PENDERGAST
ELEMENTARY
SCHOOL DISTRICT

City Contract No. _____

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into as of July 1, 2026, by and between the City of Avondale, an Arizona municipal corporation (“Avondale”) and the Pendergast Elementary School District, an Arizona public school district organized under Title 15, Arizona Revised Statutes (“School”) (collectively, the “Parties”).

RECITALS

A. Arizona Revised Statutes (A.R.S.), Sections 11-951 through 11-954 provide that public agencies may enter into intergovernmental agreements for the provision of services or for joint or cooperative action. The Parties hereto acknowledge that this Agreement constitutes an Intergovernmental Agreement within the meaning of A.R.S. § 11-952.

B. Avondale is empowered by Chapter II, Section 2 of the Avondale Charter to enter into this Agreement and has, by City Council Action on June 15, 2026, authorized the undersigned to execute this Agreement on behalf of Avondale.

C. School is empowered to enter into this Agreement by Title 15 and Title 11, Arizona Revised Statutes, and has, by School Board Action on _____, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of School.

D. School desires to enter into this Agreement with Avondale whereby Avondale will collect recyclable materials from School and deliver them to a processing facility. School agrees to pay Avondale the applicable fees for collection services as set forth in this Agreement.

E. Avondale and School believe it would serve the public interest for Avondale to collect recyclables from School to enhance recycling efforts within the community. The purpose of this Agreement is to set forth the Parties’ respective rights and obligations with respect to Avondale’s acceptance of School’s recyclables.

Now, therefore, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

DEFINITIONS

“Collection Fee” means the amount of the fee paid on a monthly basis by School to City for collection of School’s recyclable materials and delivery to a processing facility, as set

forth in Exhibit C. The Collection Fee will be charged regardless if a container does or not does have recyclable material.

“Recyclable” means post-consumer residential and commercial/business materials as accepted in the Avondale Recycles program, having residual value and suitable for use in other products. The list of acceptable materials may be modified by Avondale, with reasonable notice to the [School], at any time at the sole discretion of Avondale.

AGREEMENT

1. Term. The term of this Agreement shall be for a period of 12 months, beginning on July 1, 2026, and ending on June 30, 2027. This Agreement may be renewed in one (1) year increments for a total of four (4) renewal years upon written mutual agreement of the City of Avondale City Manager and the School Superintendent, or designee
2. Avondale’s Acceptance. Avondale will provide collection services to each school based on the fees in Exhibit A. Monthly and annual estimates based on current levels of service for each school is provided in Exhibit B.
3. Service Schedule and Location. Recycling service will occur once per week in accordance with Avondale’s standard solid waste service schedule. Avondale will notify School of its assigned collection day and work with the School to determine the collection location. Location of containers will be determined by Avondale in coordination with the school.
4. Quality of recyclables. Material quality will be inspected by School staff and will adhere to guidelines of the “Avondale Recycles” program of what is and is not acceptable recyclable materials, as set forth in **Exhibit C**, attached hereto, and as amended from time to time in accordance with the notice provisions hereof.
5. Termination of Agreement. Either Party may terminate this Agreement with or without cause by giving the other Party one hundred and twenty (120) days prior written notice.
6. Billing. School is required to pay Avondale for recycling services, as set forth in Exhibit A. School will be billed for service through their City of Avondale Utility Account. If School does not have an existing Utility Account, one will be created.
7. 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 fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any personal (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.
8. Miscellaneous.
 - 8.1. Assignment. This Agreement shall not be assignable by either Party without the prior written consent of the other Party.
 - 8.2. Applicable Law. The laws of the State of Arizona shall govern the

interpretation and enforcement of this Agreement. Any lawsuits pertaining to this Agreement will be brought only in Federal or State Courts in Maricopa County, State of Arizona.

8.3. Notices. All notices, demands and other writings provided to be given, made or sent by any Party hereto to other Parties shall be deemed to have been fully given, made or sent when made in writing and personally delivered or received by United States postpaid registered or certified mail and addressed as follows:

To Avondale: City of Avondale
 Attn: Ron Corbin
 11465 W. Civic Center Dr.
 Avondale, AZ 85323

To School: Pendergast Elementary School District
 Attn: Dr. Jennifer Cruz
 3802 N. 91st Ave
 Phoenix, AZ 85037

The address to which any notice, demand or other writing may be given, made or sent may be changed by written notice given by such Party as above provided.

8.4. Conflict of Interest. No official, officer or employee of either Party shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. The Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

8.5. Cancellation for Nonappropriations. The Parties recognize that this Agreement depends upon appropriation of funds by the Avondale City Council and School Governing Body. If either fails to appropriate the necessary funds, or if the appropriation for this Agreement is reduced, either Party may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. Each Party agrees to notify the other Party as soon as reasonably possible after the Party knows of the loss of funds.

8.6. Right of Parties. Nothing in this Agreement, whether express or implied, is intended to confer a right or remedy under or by reason of this Agreement on persons other than the Parties to this Agreement and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of a person who is not a Party to this Agreement, nor will provisions hereof give a person not a Party to this Agreement a right of subrogation or action over or against either Party to this Agreement.

8.7. Force Majeure. In addition to specific provisions of this Agreement, non-performance by any Party hereto shall not be deemed to be a default where such non-performance is due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation related to the Material Recovery Facility, or unusually severe weather.

8.8. No Waiver. Except as otherwise expressly provided in this Agreement, any

failure or delay by any Party in asserting any of its rights or remedies as to any breach or default shall not operate as a waiver of any breach or default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

8.9. Modification. Any amendment or modification of this Agreement shall be in writing and shall be effective only after signature by both Parties.

8.10. Severability. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8.11. Representations and Warranties.

- School hereby represents and warrants to Avondale as follows: (1) School has the full power and authority to execute and deliver this Agreement to Avondale and carry out the transactions contemplated hereby; (2) School has taken all necessary action to execute, deliver, and perform this Agreement; and (3) neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor School's compliance with any of the terms and provisions hereof does or will contravene any existing law, judgment, governmental rule, regulation, or order applicable to or binding on it or any of its properties which, if violated, would have material adverse effect on School's obligations under this Agreement. Upon execution and delivery of this Agreement by School, it will constitute a legal, valid, and binding obligation of School enforceable against it in accordance with the terms hereof.

- Avondale hereby represents and warrants to School as follows: (1) Avondale has the full power and authority to execute and deliver this Agreement to School and carry out the transactions contemplated hereby; (2) Avondale has taken all necessary action to execute, deliver, and perform this Agreement; and (3) neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor Avondale's compliance with any of the terms and provisions hereof does or will contravene any existing law, judgment, governmental rule, regulation, or order applicable to or binding on it or any of its properties which, if violated, would have material adverse effect on Avondale's obligations under this Agreement. Upon execution and delivery of this Agreement by Avondale, it will constitute a legal, valid, and binding obligation of Avondale enforceable against it in accordance with the terms hereof.

8.12. Definitions, Exhibits, and Recitals. The definitions, exhibits, and recitals attached to this Agreement are hereby incorporated into this Agreement by this reference, as and to the same effect as if recited at length in the body of this Agreement.

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completion of the Agreement.

8.14. E-Verify. To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). Failure by any Party to comply with such warranty shall be deemed a material breach of this agreement and may result in the termination of this Agreement. To the extent authorized under A.R.S. § 41-4401, each Party shall have the right to inspect the papers of each of the others, their subcontractors, or any employee of either who performs work hereunder for the purpose of ensuring that the other Party or subcontractor is in compliance with the warranty set forth in this provision.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed by their duly authorized officers and agents on the day and year first written above.

CITY OF AVONDALE, a municipal corporation

PENDERGAST ELEMENTARY SCHOOL DISTRICT, a political subdivision of the State of Arizona

Ron Corbin, City Manager

_____, (Title)

ATTEST:

ATTEST:

Marcella Sarmiento, City Clerk

(Title)

In accordance with A.R.S. § 11-952 this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

In accordance with A.R.S. § 11-952 this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the School District under the laws of the State of Arizona.

Nicholle Harris, City Attorney

Attorney

_____ Date

_____ Date

Exhibit A

Fees

On-Going Fees

Fee Description	Per 300-Gallon Container
Monthly Rate	\$8.32

One-Time Fees

Fee Description	Per 300-Gallon Container
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Container Replacement Fee	\$400

Guidelines for Avondale's Recycling Program

The following chart shows the materials that are acceptable and unacceptable in the recycle container:

Materials	Acceptable	Unacceptable
Paper	Office paper, mail, newspaper, magazines, catalogs, magazines, telephone books, milk/juice cartons, juice boxes, paper towel and toilet paper tubes	Tissue paper, toilet paper, paper towels, napkins, hardback or paperback books, padded envelopes, photographs
Plastic	Jugs, bottles, jars, cups, containers, coffee cup lids, flower pots and trays, plates, clamshells	Plastic kitchen bags, plastic shopping bags, soft or film plastics, Styrofoam, candy wrappers, chip bags, dog food bags
Metal	Steel/tin food cans, aluminum beverage cans, party trays, aluminum foil, clean aluminum pie plates/trays	Metal sheets, electronics, car parts, batteries, propane tanks
Cardboard	Boxes (packages and food boxes)- broken down, clean pizza boxes	Greasy pizza boxes
Glass	Bottles, jars	Light bulbs, ceramics, sheets of glass, mirrors, window panes, dishes
Miscellaneous		Clothing, textiles, any bagged materials

Tips by category:

Paper

Paper products should be clean and removed from binders, folders and bindings. Paper products like tissue, napkins and paper towels are not recyclable because their fibers are too short.

Plastic

Keep lids on all plastic bottles. Lids are too small to be recycled separately. No plastic bags of any kind (even if they have a recycle symbol on them). This includes plastic kitchen bags, plastic shopping bags, sandwich bags and bubble wrap, etc. These items get wrapped around the machinery and are not accepted in the recycle container.

Metal

Place metal lids inside of cans

Cardboard

Cardboard is acceptable in the blue container, but greasy pizza boxes are not. Salvage the non-greasy parts of the pizza box for recycling.

Glass

Due to magnet strength for sorting iron metal objects, it is important to remove metal lids from glass jars and place both separately in your blue recycling container.

General Recycling Protocol

All recyclable material must be relatively clean, dry, empty and uncrushed. No need to excessively wash recyclables, a quick rinse is sufficient.

Do NOT bag, box or tie recyclables. Keep all recyclables loose. Keep items separate, do not nest.

ITEM NUMBER: 4.f.

SUBJECT: Resolution 1046-0626 - Intergovernmental Agreement with the Littleton Elementary School District for Recycling Services

MEETING DATE: 6/15/2026

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

THROUGH: Andrew Mesquita, Assistant City Manager, (623) 333-2211

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:

City Council will consider a request to adopt Resolution 1046-0626 approving an Intergovernmental Agreement with Littleton Elementary School District for recycling services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Since the inception of the City's recycling program, the City of Avondale Public Works Department Solid Waste Division has provided recycling collection services at no-cost to school districts located within the City's boundaries. At the time the program was established, revenues generated from the sale of recyclable commodities were sufficient to offset operational costs associated with the program.

This funding model changed significantly in 2017 following implementation of China's National Sword Policy, which restricted the import of recyclable materials from other countries. As China had previously been the largest international purchaser of recyclable commodities from the United States, the policy resulted in a substantial decline in commodity values and a significant disruption to recycling markets nationwide. Consequently, the cost to process recyclable materials increased considerably and has remained volatile over the past decade. Despite these challenges, the City continued to support the local school districts in their waste diversion and environmental sustainability initiatives through no-cost recycling services. However, as solid waste and recycling costs continue to increase overall, it is time for the City and the school districts to discontinue the no-cost recycling service and begin charging school districts for their recycling service as customers that pay their proportional share of the program costs.

DISCUSSION:

In coordination with the Finance and Budget Department, a service rate was developed to recover the operational costs associated with the collection and processing of recyclable materials. The Public Works Department Solid Waste Division contacted school districts and informed each district that it will be charged for recycling service beginning July 1, 2026. School districts were provided with the options to enter into an Intergovernmental Agreement with the City to continue and pay for recycling services at the cost-recovery rate, or to seek recycling services from other commercial trash and recycling service providers, or to discontinue their recycling programs in their entirety. The Public Works Department Solid Waste Division has worked collaboratively with Littleton Elementary School District to transition toward a cost-recovery model for recycling collection services as defined in the proposed Intergovernmental Agreement.

The proposed Intergovernmental Agreement will allow recycling services to continue at participating school sites, with the school district contributing its proportional share of program costs based on the established rate structure. This ensures that other solid waste rate payers are not subsidizing no-cost services to schools and ensures that the City and school district have complied with State of Arizona law requiring competition for commercial solid waste services.

BUDGET IMPACT:

The proposed agreement will have no additional fiscal impact on the Public Works Department Solid Waste Division, as the Division currently provides these recycling collection services as part of its existing operations.

RECOMMENDATION:

Staff recommends City Council adopt Resolution 1046-0626 approving the Intergovernmental Agreement with the Littleton Elementary School District for recycling services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Harold Siguenza, Simon Lara, Suzie Hunter

RESOLUTION NO. 1046-0626

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF AVONDALE AND LITTLETON ELEMENTARY SCHOOL DISTRICT RELATING TO RECYCLING SERVICES.

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

SECTION 1. The Intergovernmental Agreement with the City of Avondale and Littleton Elementary School District relating to recycling services for fiscal year 2026-2027 (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 15, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1046-0626

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
LITTLETON
ELEMENTARY
SCHOOL DISTRICT

City Contract No. _____

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into as of July 1, 2026, by and between the City of Avondale, an Arizona municipal corporation (“Avondale”) and the Littleton Elementary School District, an Arizona public school district organized under Title 15, Arizona Revised Statutes (“School”) (collectively, the “Parties”).

RECITALS

A. Arizona Revised Statutes (A.R.S.), Sections 11-951 through 11-954 provide that public agencies may enter into intergovernmental agreements for the provision of services or for joint or cooperative action. The Parties hereto acknowledge that this Agreement constitutes an Intergovernmental Agreement within the meaning of A.R.S. § 11-952.

B. Avondale is empowered by Chapter II, Section 2 of the Avondale Charter to enter into this Agreement and has, by City Council Action on June 15, 2026, authorized the undersigned to execute this Agreement on behalf of Avondale.

C. School is empowered to enter into this Agreement by Title 15 and Title 11, Arizona Revised Statutes, and has, by School Board Action on _____, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of School.

D. School desires to enter into this Agreement with Avondale whereby Avondale will collect recyclable materials from School and deliver them to a processing facility. School agrees to pay Avondale the applicable fees for collection services as set forth in this Agreement.

E. Avondale and School believe it would serve the public interest for Avondale to collect recyclables from School to enhance recycling efforts within the community. The purpose of this Agreement is to set forth the Parties’ respective rights and obligations with respect to Avondale’s acceptance of School’s recyclables.

Now, therefore, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

DEFINITIONS

“Collection Fee” means the amount of the fee paid on a monthly basis by School to City for collection of School’s recyclable materials and delivery to a processing facility, as set forth in Exhibit C. The Collection Fee will be charged regardless if a container does or not

does have recyclable material.

“Recyclable” means post-consumer residential and commercial/business materials as accepted in the Avondale Recycles program, having residual value and suitable for use in other products. The list of acceptable materials may be modified by Avondale, with reasonable notice to the [School], at any time at the sole discretion of Avondale.

AGREEMENT

1. Term. The term of this Agreement shall be for a period of 12 months, beginning on July 1, 2026, and ending on June 30, 2027. This Agreement may be renewed in one (1) year increments for a total of four (4) renewal years upon written mutual agreement of the City of Avondale City Manager and the School Superintendent, or designee
2. Avondale’s Acceptance. Avondale will provide collection services to each school based on the fees in Exhibit A. Monthly and annual estimates based on current levels of service for each school is provided in Exhibit B.
3. Service Schedule and Location. Recycling service will occur once per week in accordance with Avondale’s standard solid waste service schedule. Avondale will notify School of its assigned collection day and work with the School to determine the collection location. Location of containers will be determined by Avondale in coordination with the school.
4. Quality of recyclables. Material quality will be inspected by School staff and will adhere to guidelines of the “Avondale Recycles” program of what is and is not acceptable recyclable materials, as set forth in **Exhibit C**, attached hereto, and as amended from time to time in accordance with the notice provisions hereof.
5. Termination of Agreement. Either Party may terminate this Agreement with or without cause by giving the other Party one hundred and twenty (120) days prior written notice.
6. Billing. School is required to pay Avondale for recycling services, as set forth in Exhibit A. School will be billed for service through their City of Avondale Utility Account. If School does not have an existing Utility Account, one will be created.
7. 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 fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any personal (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.
8. Miscellaneous.
 - 8.1. Assignment. This Agreement shall not be assignable by either Party without the prior written consent of the other Party.
 - 8.2. Applicable Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. Any lawsuits pertaining to this

Agreement will be brought only in Federal or State Courts in Maricopa County, State of Arizona.

8.3. Notices. All notices, demands and other writings provided to be given, made or sent by any Party hereto to other Parties shall be deemed to have been fully given, made or sent when made in writing and personally delivered or received by United States postpaid registered or certified mail and addressed as follows:

To Avondale: City of Avondale
 Attn: Ron Corbin
 11465 W. Civic Center Dr
 Avondale, AZ 85323

To School: Littleton Elementary School District
 Attn: Dr. Louis Laffitte Jr.
 1600 S. 107th Ave
 Avondale, AZ 85323

The address to which any notice, demand or other writing may be given, made or sent may be changed by written notice given by such Party as above provided.

8.4. Conflict of Interest. No official, officer or employee of either Party shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. The Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

8.5. Cancellation for Nonappropriations. The Parties recognize that this Agreement depends upon appropriation of funds by the Avondale City Council and School Governing Body. If either fails to appropriate the necessary funds, or if the appropriation for this Agreement is reduced, either Party may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. Each Party agrees to notify the other Party as soon as reasonably possible after the Party knows of the loss of funds.

8.6. Right of Parties. Nothing in this Agreement, whether express or implied, is intended to confer a right or remedy under or by reason of this Agreement on persons other than the Parties to this Agreement and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of a person who is not a Party to this Agreement, nor will provisions hereof give a person not a Party to this Agreement a right of subrogation or action over or against either Party to this Agreement.

8.7. Force Majeure. In addition to specific provisions of this Agreement, non-performance by any Party hereto shall not be deemed to be a default where such non-performance is due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation related to the Material Recovery Facility, or unusually severe weather.

8.8. No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any breach or

default shall not operate as a waiver of any breach or default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

8.9. Modification. Any amendment or modification of this Agreement shall be in writing and shall be effective only after signature by both Parties.

8.10. Severability. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8.11. Representations and Warranties.

- School hereby represents and warrants to Avondale as follows:
(1) School has the full power and authority to execute and deliver this Agreement to Avondale and carry out the transactions contemplated hereby; (2) School has taken all necessary action to execute, deliver, and perform this Agreement; and (3) neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor School's compliance with any of the terms and provisions hereof does or will contravene any existing law, judgment, governmental rule, regulation, or order applicable to or binding on it or any of its properties which, if violated, would have material adverse effect on School's obligations under this Agreement. Upon execution and delivery of this Agreement by School, it will constitute a legal, valid, and binding obligation of School enforceable against it in accordance with the terms hereof.

- Avondale hereby represents and warrants to School as follows:
(1) Avondale has the full power and authority to execute and deliver this Agreement to School and carry out the transactions contemplated hereby; (2) Avondale has taken all necessary action to execute, deliver, and perform this Agreement; and (3) neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor Avondale's compliance with any of the terms and provisions hereof does or will contravene any existing law, judgment, governmental rule, regulation, or order applicable to or binding on it or any of its properties which, if violated, would have material adverse effect on Avondale's obligations under this Agreement. Upon execution and delivery of this Agreement by Avondale, it will constitute a legal, valid, and binding obligation of Avondale enforceable against it in accordance with the terms hereof.

8.12. Definitions, Exhibits, and Recitals. The definitions, exhibits, and recitals attached to this Agreement are hereby incorporated into this Agreement by this reference, as and to the same effect as if recited at length in the body of this Agreement.

8.13. Audit. The Parties agree to retain all books, accounts, reports, files and other records relating to the Agreement and to make such records available at all reasonable times for inspection and audit by the other party or the Auditor General of the State of Arizona, or their agents, during the term of and for a period of 5 years after the completion of the Agreement.

8.14. E-Verify. To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). Failure by any Party to comply with such warranty shall be deemed a material breach of this agreement and may result in the termination of this Agreement. To the extent authorized under A.R.S. § 41-4401, each Party shall have the right to inspect the papers of each of the others, their subcontractors, or any employee of either who performs work hereunder for the purpose of ensuring that the other Party or subcontractor is in compliance with the warranty set forth in this provision.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed by their duly authorized officers and agents on the day and year first written above.

CITY OF AVONDALE, a municipal corporation

LITTLETON ELEMENTARY SCHOOL DISTRICT, a political subdivision of the State of Arizona

Ron Corbin, City Manager

_____, (Title)

ATTEST:

ATTEST:

Marcella Sarmiento, City Clerk

(Title)

In accordance with A.R.S. § 11-952 this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

In accordance with A.R.S. § 11-952 this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the School District under the laws of the State of Arizona.

Nicholle Harris, City Attorney

Attorney

Date

Date

Exhibit A

Fees

On-Going Fees

Fee Description	Per 300-Gallon Container
Monthly Rate	\$8.32

One-Time Fees

Fee Description	Per 300-Gallon Container
Initial Setup	\$400
Container Replacement Fee	\$400

Guidelines for Avondale's Recycling Program

The following chart shows the materials that are acceptable and unacceptable in the recycle container:

Materials	Acceptable	Unacceptable
Paper	Office paper, mail, newspaper, magazines, catalogs, magazines, telephone books, milk/juice cartons, juice boxes, paper towel and toilet paper tubes	Tissue paper, toilet paper, paper towels, napkins, hardback or paperback books, padded envelopes, photographs
Plastic	Jugs, bottles, jars, cups, containers, coffee cup lids, flower pots and trays, plates, clamshells	Plastic kitchen bags, plastic shopping bags, soft or film plastics, Styrofoam, candy wrappers, chip bags, dog food bags
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Cardboard	Boxes (packages and food boxes)- broken down, clean pizza boxes	Greasy pizza boxes
Glass	Bottles, jars	Light bulbs, ceramics, sheets of glass, mirrors, window panes, dishes
Miscellaneous		Clothing, textiles, any bagged materials

Tips by category:

Paper

Paper products should be clean and removed from binders, folders and bindings. Paper products like tissue, napkins and paper towels are not recyclable because their fibers are too short.

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Keep lids on all plastic bottles. Lids are too small to be recycled separately. No plastic bags of any kind (even if they have a recycle symbol on them). This includes plastic kitchen bags, plastic shopping bags, sandwich bags and bubble wrap, etc. These items get wrapped around the machinery and are not accepted in the recycle container.

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Place metal lids inside of cans

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Cardboard is acceptable in the blue container, but greasy pizza boxes are not. Salvage the non-greasy parts of the pizza box for recycling.

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Due to magnet strength for sorting iron metal objects, it is important to remove metal lids from glass jars and place both separately in your blue recycling container.

General Recycling Protocol

All recyclable material must be relatively clean, dry, empty and uncrushed. No need to excessively wash recyclables, a quick rinse is sufficient.

Do NOT bag, box or tie recyclables. Keep all recyclables loose. Keep items separate, do not nest.

ITEM NUMBER: 4.g.

SUBJECT: Resolution 1047-0626 - Intergovernmental Agreement with the Litchfield Elementary School District for Recycling Services

MEETING DATE: 6/15/2026

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

THROUGH: Andrew Mesquita, Assistant City Manager, (623) 333-2211

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:

City Council will consider a request to adopt Resolution 1047-0626 approving an Intergovernmental Agreement with Litchfield Elementary School District for recycling services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Since the inception of the City's recycling program, the City of Avondale Public Works Department Solid Waste Division has provided recycling collection services at no-cost to school districts located within the City's boundaries. At the time the program was established, revenues generated from the sale of recyclable commodities were sufficient to offset operational costs associated with the program.

This funding model changed significantly in 2017 following implementation of China's National Sword Policy, which restricted the import of recyclable materials from other countries. As China had previously been the largest international purchaser of recyclable commodities from the United States, the policy resulted in a substantial decline in commodity values and a significant disruption to recycling markets nationwide. Consequently, the cost to process recyclable materials increased considerably and has remained volatile over the past decade. Despite these challenges, the City continued to support the local school districts in their waste diversion and environmental sustainability initiatives through no-cost recycling services. However, as solid waste and recycling costs continue to increase overall, it is time for the City and the school districts to discontinue the no-cost recycling service and begin charging school districts for their recycling service as customers that pay their proportional share of the program costs.

DISCUSSION:

In coordination with the Finance and Budget Department, a service rate was developed to recover the operational costs associated with the collection and processing of recyclable materials. The Public Works Department Solid Waste Division contacted school districts and informed each district that it will be charged for recycling service beginning July 1, 2026. School districts were provided with the options to enter into an Intergovernmental Agreement with the City to continue and pay for recycling services at the cost-recovery rate, or to seek recycling services from other commercial trash and recycling service providers, or to discontinue their recycling programs in their entirety. The Public Works Department Solid Waste Division has worked collaboratively with Litchfield Elementary School District to transition toward a cost-recovery model for recycling collection services as defined in the proposed Intergovernmental Agreement.

The proposed Intergovernmental Agreement will allow recycling services to continue at participating school sites, with the school district contributing its proportional share of program costs based on the established rate structure. This ensures that other solid waste rate payers are not subsidizing no-cost services to schools and ensures that the City and school district have complied with State of Arizona law requiring competition for commercial solid waste services.

BUDGET IMPACT:

The proposed agreement will have no additional fiscal impact on the Public Works Department Solid Waste Division, as the Division currently provides these recycling collection services as part of its existing operations.

RECOMMENDATION:

Staff recommends City Council adopt Resolution 1047-0626 approving the Intergovernmental Agreement with the Litchfield Elementary School District for recycling services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Harold Siguenza, Simon Lara, Suzie Hunter

RESOLUTION NO. 1047-0626

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF AVONDALE AND LITCHFIELD ELEMENTARY SCHOOL DISTRICT RELATING TO RECYCLING SERVICES.

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

SECTION 1. The Intergovernmental Agreement with the City of Avondale and Litchfield Elementary School District relating to recycling services for fiscal year 2026-2027 (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 15, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1047-0626

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
LITCHFIELD
ELEMENTARY
SCHOOL DISTRICT

City Contract No. _____

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into as of July 1, 2026, by and between the City of Avondale, an Arizona municipal corporation (“Avondale”) and the Litchfield Elementary School District, an Arizona public school district organized under Title 15, Arizona Revised Statutes (“School”) (collectively, the “Parties”).

RECITALS

A. Arizona Revised Statutes (A.R.S.), Sections 11-951 through 11-954 provide that public agencies may enter into intergovernmental agreements for the provision of services or for joint or cooperative action. The Parties hereto acknowledge that this Agreement constitutes an Intergovernmental Agreement within the meaning of A.R.S. § 11-952.

B. Avondale is empowered by Chapter II, Section 2 of the Avondale Charter to enter into this Agreement and has, by City Council Action on June 15, 2026, authorized the undersigned to execute this Agreement on behalf of Avondale.

C. School is empowered to enter into this Agreement by Title 15 and Title 11, Arizona Revised Statutes, and has, by School Board Action on _____, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of School.

D. School desires to enter into this Agreement with Avondale whereby Avondale will collect recyclable materials from School and deliver them to a processing facility. School agrees to pay Avondale the applicable fees for collection services as set forth in this Agreement.

E. Avondale and School believe it would serve the public interest for Avondale to collect recyclables from School to enhance recycling efforts within the community. The purpose of this Agreement is to set forth the Parties’ respective rights and obligations with respect to Avondale’s acceptance of School’s recyclables.

Now, therefore, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

DEFINITIONS

“Collection Fee” means the amount of the fee paid on a monthly basis by School to City for collection of School’s recyclable materials and delivery to a processing facility, as set

forth in Exhibit C. The Collection Fee will be charged regardless if a container does or not does have recyclable material.

“Recyclable” means post-consumer residential and commercial/business materials as accepted in the Avondale Recycles program, having residual value and suitable for use in other products. The list of acceptable materials may be modified by Avondale, with reasonable notice to the [School], at any time at the sole discretion of Avondale.

AGREEMENT

1. Term. The term of this Agreement shall be for a period of 12 months, beginning on July 1, 2026, and ending on June 30, 2027. This Agreement may be renewed in one (1) year increments for a total of four (4) renewal years upon written mutual agreement of the City of Avondale City Manager and the School Superintendent, or designee
2. Avondale’s Acceptance. Avondale will provide collection services to each school based on the fees in Exhibit A. Monthly and annual estimates based on current levels of service for each school is provided in Exhibit B.
3. Service Schedule and Location. Recycling service will occur once per week in accordance with Avondale’s standard solid waste service schedule. Avondale will notify School of its assigned collection day and work with the School to determine the collection location. Location of containers will be determined by Avondale in coordination with the school.
4. Quality of recyclables. Material quality will be inspected by School staff and will adhere to guidelines of the “Avondale Recycles” program of what is and is not acceptable recyclable materials, as set forth in **Exhibit C**, attached hereto, and as amended from time to time in accordance with the notice provisions hereof.
5. Termination of Agreement. Either Party may terminate this Agreement with or without cause by giving the other Party one hundred and twenty (120) days prior written notice.
6. Billing. School is required to pay Avondale for recycling services, as set forth in Exhibit A. School will be billed for service through their City of Avondale Utility Account. If School does not have an existing Utility Account, one will be created.
7. 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 fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any personal (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.
8. Miscellaneous.
 - 8.1. Assignment. This Agreement shall not be assignable by either Party without the prior written consent of the other Party.
 - 8.2. Applicable Law. The laws of the State of Arizona shall govern the

interpretation and enforcement of this Agreement. Any lawsuits pertaining to this Agreement will be brought only in Federal or State Courts in Maricopa County, State of Arizona.

8.3. Notices. All notices, demands and other writings provided to be given, made or sent by any Party hereto to other Parties shall be deemed to have been fully given, made or sent when made in writing and personally delivered or received by United States postpaid registered or certified mail and addressed as follows:

To Avondale: City of Avondale
 Attn: Ron Corbin
 11465 W. Civic Center Dr
 Avondale, AZ 85323

To School: Litchfield Elementary School District
 Attn: Carter Davidison
 272 E. Sagebrush Street
 Litchfield Park, AZ 85340

The address to which any notice, demand or other writing may be given, made or sent may be changed by written notice given by such Party as above provided.

8.4. Conflict of Interest. No official, officer or employee of either Party shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. The Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

8.5. Cancellation for Nonappropriations. The Parties recognize that this Agreement depends upon appropriation of funds by the Avondale City Council and School Governing Body. If either fails to appropriate the necessary funds, or if the appropriation for this Agreement is reduced, either Party may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. Each Party agrees to notify the other Party as soon as reasonably possible after the Party knows of the loss of funds.

8.6. Right of Parties. Nothing in this Agreement, whether express or implied, is intended to confer a right or remedy under or by reason of this Agreement on persons other than the Parties to this Agreement and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of a person who is not a Party to this Agreement, nor will provisions hereof give a person not a Party to this Agreement a right of subrogation or action over or against either Party to this Agreement.

8.7. Force Majeure. In addition to specific provisions of this Agreement, non-performance by any Party hereto shall not be deemed to be a default where such non-performance is due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation related to the Material Recovery Facility, or unusually severe weather.

8.8. No Waiver. Except as otherwise expressly provided in this Agreement, any

failure or delay by any Party in asserting any of its rights or remedies as to any breach or default shall not operate as a waiver of any breach or default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

8.9. Modification. Any amendment or modification of this Agreement shall be in writing and shall be effective only after signature by both Parties.

8.10. Severability. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8.11. Representations and Warranties.

- School hereby represents and warrants to Avondale as follows: (1) School has the full power and authority to execute and deliver this Agreement to Avondale and carry out the transactions contemplated hereby; (2) School has taken all necessary action to execute, deliver, and perform this Agreement; and (3) neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor School's compliance with any of the terms and provisions hereof does or will contravene any existing law, judgment, governmental rule, regulation, or order applicable to or binding on it or any of its properties which, if violated, would have material adverse effect on School's obligations under this Agreement. Upon execution and delivery of this Agreement by School, it will constitute a legal, valid, and binding obligation of School enforceable against it in accordance with the terms hereof.

- Avondale hereby represents and warrants to School as follows: (1) Avondale has the full power and authority to execute and deliver this Agreement to School and carry out the transactions contemplated hereby; (2) Avondale has taken all necessary action to execute, deliver, and perform this Agreement; and (3) neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor Avondale's compliance with any of the terms and provisions hereof does or will contravene any existing law, judgment, governmental rule, regulation, or order applicable to or binding on it or any of its properties which, if violated, would have material adverse effect on Avondale's obligations under this Agreement. Upon execution and delivery of this Agreement by Avondale, it will constitute a legal, valid, and binding obligation of Avondale enforceable against it in accordance with the terms hereof.

8.12. Definitions, Exhibits, and Recitals. The definitions, exhibits, and recitals attached to this Agreement are hereby incorporated into this Agreement by this reference, as and to the same effect as if recited at length in the body of this Agreement.

8.13. Audit. The Parties agree to retain all books, accounts, reports, files and other records relating to the Agreement and to make such records available at all reasonable times for inspection and audit by the other party or the Auditor General of the State of Arizona, or their agents, during the term of and for a period of 5 years after the

completion of the Agreement.

8.14. E-Verify. To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). Failure by any Party to comply with such warranty shall be deemed a material breach of this agreement and may result in the termination of this Agreement. To the extent authorized under A.R.S. § 41-4401, each Party shall have the right to inspect the papers of each of the others, their subcontractors, or any employee of either who performs work hereunder for the purpose of ensuring that the other Party or subcontractor is in compliance with the warranty set forth in this provision.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed by their duly authorized officers and agents on the day and year first written above.

CITY OF AVONDALE, a municipal corporation

LITCHFIELD ELEMENTARY SCHOOL DISTRICT, a political subdivision of the State of Arizona

Ron Corbin, City Manager

_____, (Title)

ATTEST:

ATTEST:

Marcella Sarmiento, City Clerk

(Title)

In accordance with A.R.S. § 11-952 this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

In accordance with A.R.S. § 11-952 this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the School District under the laws of the State of Arizona.

Nicholle Harris, City Attorney

Attorney

_____ Date

_____ Date

Exhibit A

Fees

On-Going Fees

Fee Description	Per 300-Gallon Container
Monthly Rate	\$8.32

One-Time Fees

Fee Description	Per 300-Gallon Container
Initial Setup	\$400
Container Replacement Fee	\$400

Guidelines for Avondale's Recycling Program

The following chart shows the materials that are acceptable and unacceptable in the recycle container:

Materials	Acceptable	Unacceptable
Paper	Office paper, mail, newspaper, magazines, catalogs, magazines, telephone books, milk/juice cartons, juice boxes, paper towel and toilet paper tubes	Tissue paper, toilet paper, paper towels, napkins, hardback or paperback books, padded envelopes, photographs
Plastic	Jugs, bottles, jars, cups, containers, coffee cup lids, flower pots and trays, plates, clamshells	Plastic kitchen bags, plastic shopping bags, soft or film plastics, Styrofoam, candy wrappers, chip bags, dog food bags
Metal	Steel/tin food cans, aluminum beverage cans, party trays, aluminum foil, clean aluminum pie plates/trays	Metal sheets, electronics, car parts, batteries, propane tanks
Cardboard	Boxes (packages and food boxes)- broken down, clean pizza boxes	Greasy pizza boxes
Glass	Bottles, jars	Light bulbs, ceramics, sheets of glass, mirrors, window panes, dishes
Miscellaneous		Clothing, textiles, any bagged materials

Tips by category:

Paper

Paper products should be clean and removed from binders, folders and bindings. Paper products like tissue, napkins and paper towels are not recyclable because their fibers are too short.

Plastic

Keep lids on all plastic bottles. Lids are too small to be recycled separately. No plastic bags of any kind (even if they have a recycle symbol on them). This includes plastic kitchen bags, plastic shopping bags, sandwich bags and bubble wrap, etc. These items get wrapped around the machinery and are not accepted in the recycle container.

Metal

Place metal lids inside of cans

Cardboard

Cardboard is acceptable in the blue container, but greasy pizza boxes are not. Salvage the non-greasy parts of the pizza box for recycling.

Glass

Due to magnet strength for sorting iron metal objects, it is important to remove metal lids from glass jars and place both separately in your blue recycling container.

General Recycling Protocol

All recyclable material must be relatively clean, dry, empty and uncrushed. No need to excessively wash recyclables, a quick rinse is sufficient.

Do NOT bag, box or tie recyclables. Keep all recyclables loose. Keep items separate, do not nest.

ITEM NUMBER: 4.h.

SUBJECT: Resolution 1048-0626 - Amendment to Intergovernmental Agreement with the Regional Public Transportation Authority (RPTA) – FY2027 Transit Services

MEETING DATE: 6/15/2026

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

THROUGH: Andrew Mesquita, Assistant City Manager, (623) 333-2211

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Resilient Infrastructure & Transportation**

Avondale invests in safe and sustainable infrastructure, including water, roads, and utilities, and actively participates in regional planning and development.

PURPOSE:

City Council will consider a request to adopt Resolution 1048-0626 approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for Fiscal Year 2027 (Contract #106-75-2027-15-00) relating to public transportation services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Transit Service Agreement

In July 2013, the City of Avondale (City) and the Regional Public Transportation Authority (RPTA) entered into a Transit Services Agreement to provide: Fixed Regional Route and Express Route Bus Service; Paratransit Service (a.k.a. Dial-a-Ride); RideChoice Transportation Services; and other considered transit-related services. This Transit Services Agreement has been amended annually through 2026 to accommodate service cost adjustments and route modifications.

Regional Public Transportation Authority and Maricopa County Association of Governments

The Regional Public Transportation Authority (RPTA) was legislatively mandated under Proposition 400 to implement the transit element of the Regional Transportation Plan developed by the Maricopa Association of Governments (MAG), which encompassed bus operations and capital, and rail capital. With the expiration of Proposition 400 on December 31, 2025, that legislative mandate has been transferred to MAG under Proposition 479, the regional half-cent transportation tax passed by voters in November 2024 that will continue for the next 20 years beginning January 2026. Under this transition, MAG has assumed oversight and implementation responsibility for the Transit Life Cycle Program (TLCP), the regional framework governing how transit operating assistance funds are allocated to member cities. City representation continues through

Council membership on the Valley Metro/RPTA Board of Directors, while staff participates in ongoing operational and policy meetings coordinated by both Valley Metro and MAG.

As the region transitions from Proposition 400 to Proposition 479, the TLCP is undergoing a structural review to address the long-term sustainability of regional transit funding. In recognition of the complexity of this transition, regional stakeholders have taken a conservative approach in FY2027 to maintain existing funding structures and service commitments while MAG and its member cities work toward longer-term solutions. It is anticipated that future transit service agreements may reflect adjustments to the regional funding structure as those policy decisions are finalized, and staff will return to Council as cost implications for Avondale become clearer.

DISCUSSION:

This amendment dated July 1, 2026, details the total operational costs for regional public transportation services and the City's financial responsibility for Fiscal Year 2027.

Express Service

The Valley Metro 563 Express bus connects the park-and-ride facility at The BLVD with downtown Phoenix, with stops in Buckeye and Avondale. Avondale residents can also utilize the Valley Metro 562 Express bus serving the Goodyear Park-and-Ride. These express routes are administered by RPTA through contracted transportation providers. The Express Service net cost included in Schedule A totals \$548,055 after accounting for fares, preventative maintenance, and federal operating assistance. The City's cost share for Express Service will remain at \$0 with regional funding paying the entire cost of these two express routes.

Regional Routes

Routes 3 (Van Buren) and 17 (McDowell) serve the City of Avondale and are managed by the City of Phoenix through contracted transportation providers. The Regional Route net cost included in Schedule A totals \$896,941 after accounting for fares, preventative maintenance, and operating assistance. The City's cost share for Regional Routes will remain at \$0 with regional funding paying the entire cost of these bus routes.

Regional Paratransit Service (Dial-a-Ride)

Valley Metro's regional Dial-a-Ride service provides essential door-to-door transportation for ADA-certified residents who face challenges using fixed-route transit within $\frac{3}{4}$ of a mile from these bus routes. The regional paratransit service cost included in Schedule C totals \$92,121 after accounting for fares and operating assistance. The City's cost for regional paratransit service will be \$0 with regional funds paying the entire cost of the service. This amount may fluctuate based on actual service utilization and will be reconciled at the end of the fiscal year if additional funding is needed.

RideChoice

RideChoice offers ADA-certified riders throughout Avondale a non-shared transportation alternative with monthly ride limitations. The RideChoice service cost included in Schedule D totals \$257,757 after accounting for fares and operating assistance. The City's cost for RideChoice service will be \$0 with regional funds paying the entire cost of the service. Just like regional paratransit service, this cost could increase or decrease depending on resident demand and will be reconciled at the end of the fiscal year if additional funding is needed.

While the City's out-of-pocket cost remains zero for FY2027, RideChoice currently serves approximately 48 Avondale residents at a total program cost exceeding half a million dollars without regional and federal funding offsets. Most of these trips are fulfilled through transportation network companies such as Uber and Lyft.

Americans with Disabilities Act (ADA) Public Transportation Funds

For FY2027, Schedule E indicates that \$136,636 in Public Transportation Funds (PTF) from the regional transportation tax (Prop. 400/Prop. 479) will be available to support ADA-mandated transportation services in Avondale like regional paratransit and RideChoice services. This funding will cover eligible ADA trip costs for these two programs.

BUDGET IMPACT:

The total estimated cost to the City of Avondale for Fiscal Year 2027 Valley Metro services is \$0.

RECOMMENDATION:

Staff recommends City Council adopt Resolution 1048-0626 approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for Fiscal Year 2027 (Contract #106-75-2027-15-00) relating to public transportation services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Harold Siguenza, Matthew Dudley

RESOLUTION NO. 1048-0626

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY RELATING TO PUBLIC TRANSPORTATION SERVICES.

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

SECTION 1. The Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority relating to public transportation services, Contract No. 106-75-2027-15-00 (the “Amendment”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 15, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1048-0626

[Amendment]

See following pages.

TRANSIT SERVICES AMENDMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # 106-75-2027-15-00

THIS AMENDMENT dated July 1, 2026, amends the following items of the Transit Services Agreement Contract #106-75-2026 entered into between the City of Avondale and the Regional Public Transportation Authority, dated the 1st day of July 2013, as amended by that certain Amendment dated July 1, 2014, as amended by that certain Amendment dated July 1, 2015, as amended by that certain Amendment dated July 1, 2016, as amended by that certain Amendment dated July 1, 2017, as amended by that certain Amendment July 1, 2018, as amended by that certain Amendment March 19, 2019, as amended by that certain Amendment July 1, 2019, as amended by that certain Amendment August 28, 2019, as amended by that certain Amendment dated July 1, 2020, and as amended by that certain Amendment date July 1, 2021, and as amended by that certain Amendment dated July 1, 2022, and as amended by that certain Amendment dated July 1, 2023, and as amended by that certain Amendment dated July 1, 2024, and as amended by that certain Amendment dated July 1, 2025, (collectively, the “Agreement”).

The following Schedules replace and supersede those Schedules of the Agreement entered into July 1, 2025.

The attached Schedule A replaces and supersedes Schedule A entered into July 1, 2025.

The attached Schedule C replaces and supersedes Schedule C entered into July 1, 2025.

The attached Schedule D replaces and supersedes Schedule D entered into July 1, 2025.

The attached Schedule E replaces and supersedes Schedule E entered into July 1, 2025.

All other terms of the Transit Services Agreement dated July 1, 2013 remain unchanged and in full force and effect.

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

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____
Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Michael Wawro, Chief Legal Officer

CITY OF AVONDALE

By: _____
Mike Pineda, Mayor

By: _____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

By: _____
Nicholle Harris, City Attorney

SCHEDULE "A" - REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

Regionally Funded Fixed Route Bus Service **\$1,444,996.00** (including express)

The above line represents the value of transit service paid for by RPTA to the benefit of Member. The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

FY27 Fixed Route Bus Estimate

RPTA Operated in the City of Avondale
PTF Funded

Funding	PTF						
Hastus	Avon						
Route	Level	Annual Mile:	Gross Cost	Fares	PM	Oper Assist	Net Cost
562	W	6,995	\$229,104	(\$5,527)	(\$4,162)	(\$109,708)	\$109,708
563	W	27,473	899,815	(6,774)	(16,345)	(438,348)	438,348
Grand Total		34,468	\$1,128,918	(\$12,301)	(\$20,507)	(\$548,055)	\$548,055

FY27 Fixed Route Bus Estimate

Phoenix Operated in the City of Avondale
PTF Funded

Funding	PTF						
Route	Level	Annual Mile:	Gross Cost	Fares	PM	Oper Assist	Net (PTF) Cost
3*	W	77,232	\$1,006,241	(\$21,329)	(63,301)	(460,806)	\$460,806
3*	S	7,875	102,597	(2,527)	(6,454)	(46,808)	\$46,808
17*	W	61,220	797,627	(35,030)	(50,178)	(356,210)	\$356,210
17*	S	5,826	75,905	(4,894)	(4,775)	(33,118)	\$33,118
Grand Total		152,152	1,982,370	(63,780)	(124,708)	(896,941)	896,941

* Service operated by Phoenix. All information related to mileage, costs, fares, and federal revenues (PM) are provided by City of Phoenix. Operating Assistance subject to fund availability.

SCHEDULE “C” – ADA MANDATED PARATRANSIT SERVICES COST ESTIMATE

For the period from July 1, 2026, through June 30, 2027, Member will pay RPTA a total of **\$0.00** for the provision of paratransit services. This payment will be broken into monthly installments of **0.00**, which shall be due and payable within thirty (30) calendar days of the receipt of an invoice from RPTA. IGA billings will be processed for the full fiscal year based on the above referenced installments. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

**FY27 Paratransit Service
Funded by City of Avondale**

	<u>Paratransit</u>
Trips	
Paratransit ADA Trips	2,212
Paratransit Non-ADA Trips	-
<u>Total</u>	<u>2,212</u>
Cost:	
Contractor Transportation Cost	\$178,173
RPTA Salaries, Fringes & OHD	\$14,881
<u>Total Gross Program Cost</u>	<u>\$193,054</u>
Total Fare Revenue	(\$8,812)
Federal Operating Assistance	(\$92,121)
<u>Total Net Program Cost Before PTF</u>	<u>\$92,121</u>
Cost for ADA Service	\$92,121
Cost for Non-ADA Service	\$0
PTF Applied	\$92,121
Member City Contributions:	
Paratransit Service	\$0
<u>Total Member City Contribution</u>	<u>\$0</u>

SCHEDULE “D” – RIDE CHOICE TRANSPORTATION SERVICES COST ESTIMATE

For the period from July 1, 2026 through June 30, 2027, Member will pay RPTA a total of **\$213,242.00**, for the provision of ridechoice services. This payment will be broken into monthly installments of **\$17,770.17**, which shall be due and payable within thirty (30) calendar days of the receipt of an invoice from RPTA. IGA billings will be processed for the full fiscal year based on the above referenced installments. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

**FY27 RideChoice Service
Funded by City of Avondale**

	<u>RideChoice</u>
Trips:	
RideChoice ADA Trips	2,780
RideChoice Non-ADA Trips	10,656
<u>Total Trips</u>	<u>13,436</u>
 Cost:	
Contractor Transportation Cost	\$529,226
RPTA Salaries, Fringes & OHD	\$28,633
<u>Total Gross Program Cost</u>	<u>\$557,859</u>
 Total Fare Revenue	 (\$42,345)
Federal Operating Assistance	(\$257,757)
<u>Total Net Program Cost before PTF</u>	<u>\$257,757</u>
 Cost for ADA Service	 \$44,515
Cost for Non-ADA Service	\$213,242
 PTF Applied	 \$44,515
 Member City Contributions:	
Ride Choice Service	\$213,242
<u>Total Member City Contribution</u>	<u>\$213,242</u>

**SCHEDULE “E” – AMERICANS WITH DISABILITIES ACT (ADA)
PUBLIC TRANSPORTATION FUNDS (PTF) AVAILABILITY**

For the period July 1, 2026 to June 30, 2027, the estimated amount of Public Transportation Funds (“PTF”) available to Member is **\$136,636.00**. This amount is applicable to ADA-certified riders and non-ADA-certified riders. Prop 479 PTF will pay actual costs for FTA-mandated ADA trips for paratransit and RideChoice service made by ADA-certified riders. Non-FTA-mandated ADA costs are the responsibility of Member, but Member may utilize any available Prop 400 PTF for non-FTA-mandated paratransit and RideChoice service costs. A final reconciliation after fiscal year-end will be performed and adjustments, if necessary, will be made.

Estimated amount (may be increased if eligible trips or expenses are higher than estimated):

\$136,636.00.

ITEM NUMBER: 4.i.

SUBJECT: Ordinance 2018-0625 – Miami Avenue Right-of-Way Deannexation at Shadow Ridge

MEETING DATE: 6/15/2026

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

THROUGH: Jennifer Stein, Assistant City Manager, (623) 333-1014

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Resilient Infrastructure & Transportation**

Avondale invests in safe and sustainable infrastructure, including water, roads, and utilities, and actively participates in regional planning and development.

PURPOSE:

City Council will consider a request to adopt Ordinance 2018-0626 authorizing the deannexation of Miami Avenue right-of-way at Shadow Ridge and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On January 23, 2022, City Council adopted Ordinance 2004-0122 annexing approximately 115 acres of vacant land generally located at the southeast corner of Avondale Boulevard and Miami Avenue into the City's corporate limits. Subsequently, City Council adopted Ordinance 2005-0122 rezoning the property from Urban Residential (R1-6) to a Planned Area Development (PAD) Zoning District as part of the Shadow Ridge Master Plan.

The Shadow Ridge development is located adjacent to and west of property owned by the Littleton Elementary School District (District), identified as Assessor's Parcel Number (APN) 101-21-003H.

On December 15, 2025, the City Engineer approved the "Final Plat for Shadow Ridge – Phase I", recorded in Book of Maps 1893, Page 44 in the Maricopa County Recorder's Office.

On January 15, 2026, the City Engineer approved the "Final Plat for Shadow Ridge – Phase 2", recorded in Book of Maps 1898, Page 13 in the Maricopa County Recorder's Office. As part of the Phase 2 plat, Shadow Ridge dedicated seven (7) feet of right-of-way to the City along the south side of Miami Avenue, approximately 2,465.78 feet east of Avondale Boulevard. The dedicated right-of-way is adjacent to the existing 33-foot half-street right-of-way currently owned by Maricopa County.

DISCUSSION:

Maricopa County currently maintains the existing Miami Avenue street improvements along the Shadow Ridge frontage.

Although the Littleton Elementary School District does not currently have plans to develop APN 101-21-003H, the District coordinated with the Shadow Ridge development to dedicate additional right-of-way along its frontage to satisfy the required seven (7) feet of right-of-way for Miami Avenue. This dedication was completed through the "Map of Dedication for Miami Avenue", approved by the City Engineer and recorded in Book of Maps 1902, Page 34 in the Maricopa County Recorder's Office.

As a condition of development, Maricopa County is requiring Shadow Ridge to construct additional half-street improvements along Miami Avenue adjacent to the development to bring the roadway improvements into compliance with County standards.

In order for Maricopa County to accept ownership and assume maintenance responsibilities for the new Miami Avenue improvements, the City must deannex and transfer to the County the seven (7) feet of right-of-way dedicated through the Shadow Ridge Phase 2 plat and the District's Map of Dedication for Miami Avenue. Upon completion of the deannexation process, the Maricopa County Board of Supervisors will accept the right-of-way as County-owned roadway property.

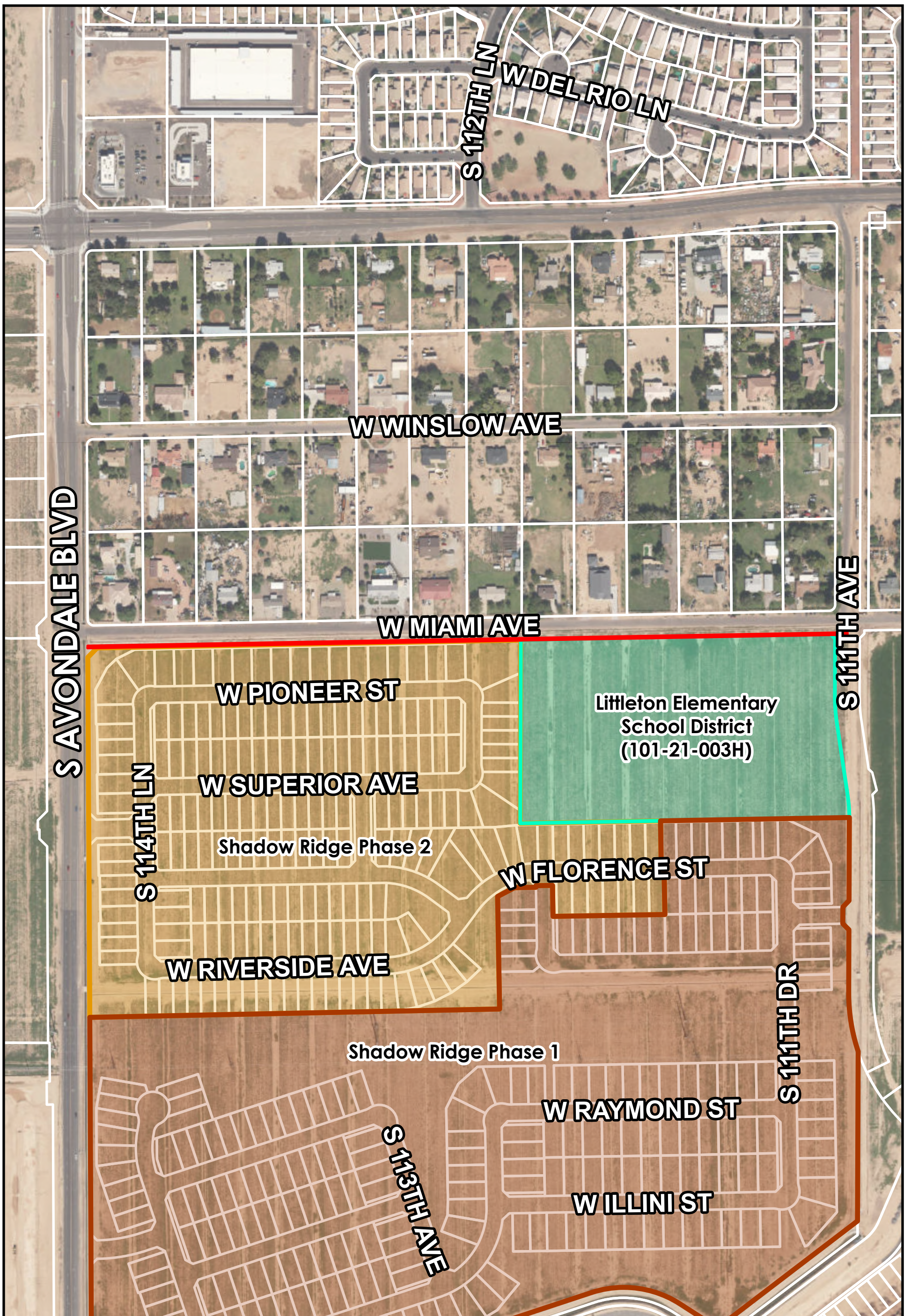
BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the deannexation of Miami Avenue right-of-way and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore



Miami Avenue Right-of-Way Deannexation



— Right-of-Way to be Deannexed

Not to Scale



ORDINANCE NO. 2018-0626

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECREASING THE CORPORATE LIMITS OF THE CITY OF AVONDALE BY DEANNEXING A PORTION OF RIGHT-OF-WAY, GENERALLY LOCATED ALONG MIAMI AVENUE, EAST OF AVONDALE BOULEVARD AND WEST OF 111TH AVENUE.

WHEREAS, ARIZ. REV. STAT. § 9-471.03(B) provides a method for deannexation and severance of public right-of-way that is partially located within a city and partially located within the unincorporated area of a county; and

WHEREAS, Deannexation pursuant to ARIZ. REV. STAT. § 9-471.03(B) results in the return of the deannexed public right-of-way to the jurisdiction of Maricopa County, Arizona (the “County”).

WHEREAS, it is the desire of the City of Avondale (“Avondale”) to deannex to the County a portion of right-of-way within Avondale’s corporate limits, generally located along Miami Avenue, east of Avondale Boulevard and west of 111th Avenue, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the “Deannexation Area”); and

WHEREAS, said Deannexation Area is contiguous to the corporate limits of Maricopa County; and

WHEREAS, the Deannexation Area is comprised entirely of right-of-way, with no adjacent owners of real property subject to taxation, such that the notice referenced by ARIZ. REV. STAT. § 9-471.03(F) is unnecessary.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Deannexation Area is hereby deannexed from the corporate boundaries of Avondale, contingent upon the fulfillment of the conditions of ARIZ. REV. STAT. § 9-471.03.

SECTION 3. The City Clerk is hereby authorized and directed to file a copy of this Ordinance with the Maricopa County Board of Supervisors with a request that the Board of Supervisors set a hearing date as set forth in ARIZ. REV. STAT. § 9-471.03.

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 15, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2018-0626

[Legal Description and Map of Deannexation Area]

See following pages.

**SHADOW RIDGE
MIAMI AVENUE RIGHT OF WAY
LEGAL DESCRIPTION**

A parcel of land situate within a portion of the Northwest Quarter of Section 19, Township 1 North, Range 1 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 19, monumented by a Maricopa County Department of Transportation brass cap in a hand hole, RLS 26411, from which the Northwest Corner of said Section 19, monumented by a City of Avondale brass cap in a hand hole bears, as the Basis of Bearings, North 00°15'47" West, 2644.48 feet;

Thence North 00°15'47" West, along the westerly line of said Northwest Quarter, 1282.24 feet to a line parallel with and 7.00 feet southerly of the southerly right of way line of Miami Avenue as recorded in Book 2 of Road Maps, Page 46, Maricopa County Recorder's Office, Maricopa County, Arizona;

Thence North 88°59'26" East along said parallel line, 70.01 feet to a point on a line parallel with and 70.00 feet easterly of said westerly line, being the **POINT OF BEGINNING**;

Thence North 00°15'47" West, 7.00 feet to the southerly right of way line of Miami Avenue;

Thence North 88°59'26" East along said southerly line, 2465.78 feet;

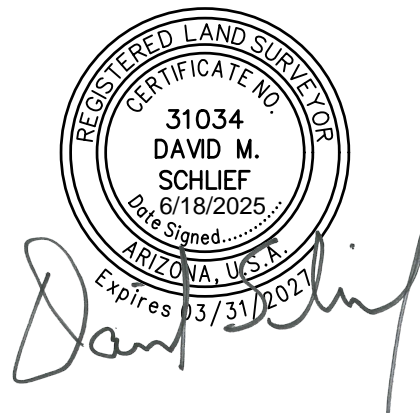
Thence South 00°13'01" West, 7.00 feet to a line parallel with and 7.00 feet southerly of the southerly right of way line of Miami Avenue;

Thence South 88°59'26" West along said parallel line, 2465.72 feet to the **POINT OF BEGINNING**.

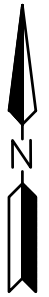
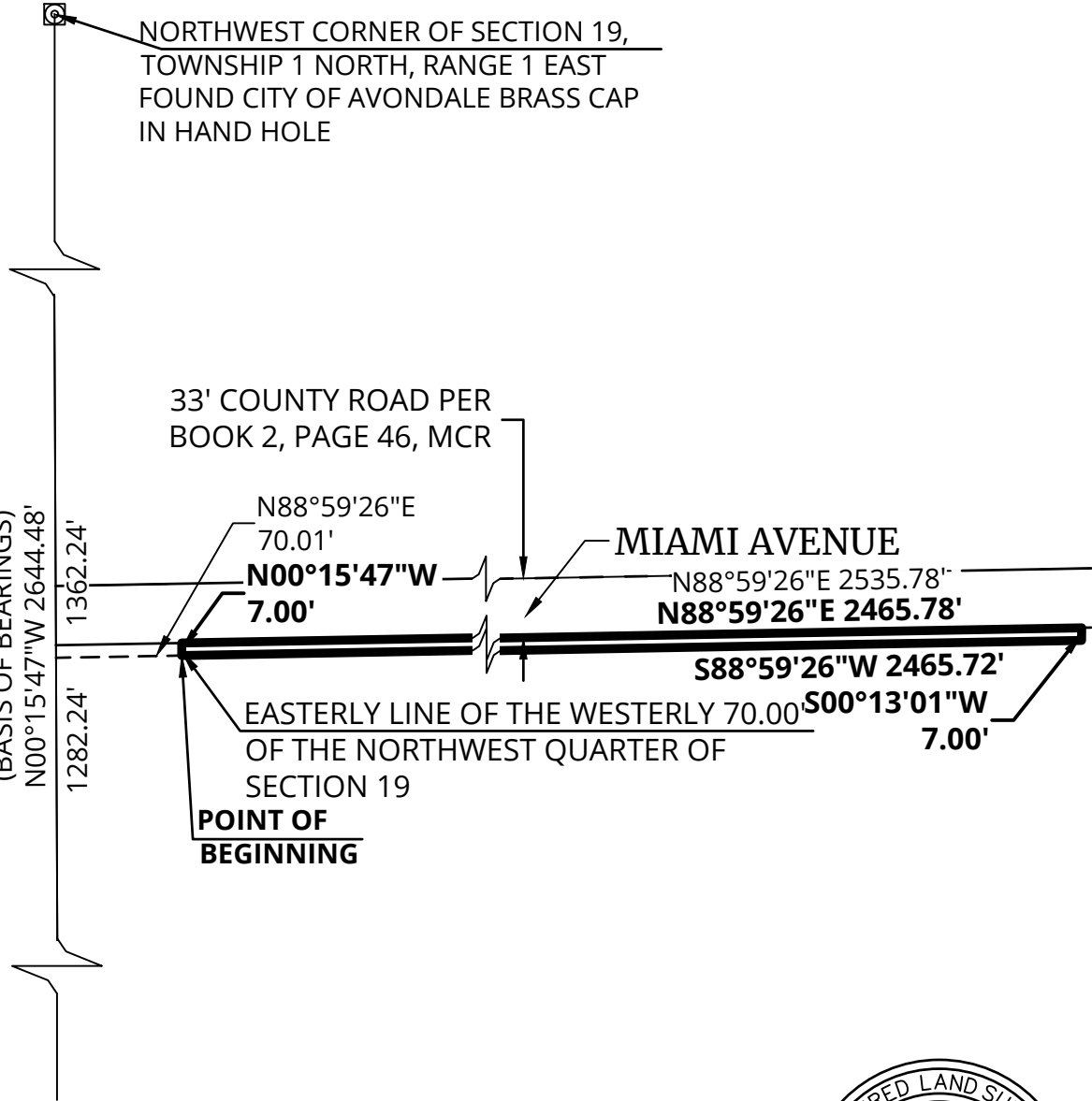
The above described parcel contains a computed area of 17,260 square feet (0.3962 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: Colliers Engineering and Design
4742 North 24th Street, Suite 270
Phoenix, AZ 85016
Project No. 2500168 (2297)
Date: June 2025



AVONDALE BOULEVARD
(BASIS OF BEARINGS)
N00°15'47"W 2644.48'



WEST QUARTER CORNER OF SECTION 19,
TOWNSHIP 1 NORTH, RANGE 1 EAST
FOUND MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION
BRASS CAP IN HAND HOLE, RLS 26411
POINT OF COMMENCEMENT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
31034
DAVID M.
SCHLIEF
Date Signed... 6/18/2025...
ARIZONA, U.S.A.
Expires 03/31/2027

David M. Schlief

Formerly **HILGARTWILSON**

PROJ.NO.:	25000168 (2297)
DATE:	JUNE 2025
SCALE:	1" = 20'
DRAWN BY:	MJB
CHECKED BY:	DMS

SHADOW RIDGE
MIAMI AVENUE ROW
AVONDALE, ARIZONA
EXHIBIT

Colliers Engineering & Design
4742 N 24th Street, Suite 270
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

ITEM NUMBER: 4.j.

SUBJECT: Ordinance 2019-0626 – Authorizing the Sale of Real Property located South of 4th Street and East of 111th Avenue

MEETING DATE: 6/15/2026

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

THROUGH: Jennifer Stein, Assistant City Manager, (623) 333-1014

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Resilient Infrastructure & Transportation**

Avondale invests in safe and sustainable infrastructure, including water, roads, and utilities, and actively participates in regional planning and development.

PURPOSE:

City Council will consider a request to adopt Ordinance 2019-0626 authorizing the sale of real property generally located south of 4th Street and east of 111th Avenue and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On May 5, 1989, the City acquired the subject property from the City of Phoenix, as recorded in Document No. 19890212783 of the Maricopa County Recorder's Office. The property consists of a vacant residential lot located within the Cashion Park subdivision and is identified as Assessor's Parcel Number (APN) 101-17-162. The site contains approximately 6,382 square feet and has an address of 11043 W. 4th Street.

DISCUSSION:

The City previously considered acquiring the property located at 11044 W. Cocopah Street, directly south of the City-owned parcel, for the development of a pocket park. However, restrictive covenants within the Cashion Park subdivision limit the use of the lots to single-family residential dwellings, preventing development of the proposed park use. As an alternative, the City intends to sell and/or donate the property to a non-profit organization for the development of affordable housing.

To facilitate conveyance of the property, the City will abandon a portion of the 111th Avenue right-of-way to increase the overall lot area.

Additionally, improvements associated with the adjacent property located at 11037 W. 4th Street, owned by Nelson Vail of Vail Construction Enterprises, LLC (Vail), encroach approximately one foot onto the City-owned

parcel. To minimize impacts associated with removal of the encroaching improvements, the City proposes to sell a portion of the property to Vail.

The proposed sale area consists of approximately 99 square feet.

BUDGET IMPACT:

The sale of the property is based on comparable sales and an offer of \$100 was presented and accepted by the property owner. Funding for real estate closing activities is included in the FY2026 Capital Improvement Plan (CIP) program in the Cashion Land for Single Family Home project (P0331) budget.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the sale of real property generally located south of 4th Street and east of 111th Avenue and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore



Proposed Sale

ORDINANCE NO. 2019-0626

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SALE OF REAL PROPERTY GENERALLY LOCATED SOUTH OF 4TH STREET AND EAST OF 111TH AVENUE IN AVONDALE, ARIZONA.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to sell real property when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, the City Council desires to authorize the sale of certain real property generally located south of 4th Street and east of 111th Avenue in Avondale, Arizona.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The sale of real property totaling ± 99.05 square feet, generally located south of 4th Street and east of 111th Avenue, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, is hereby authorized.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
June 15, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2019-0626

[Legal Description and Map]

See following pages.

EXHIBIT "A"
Description of Real Estate
IN MARICOPA COUNTY, STATE OF ARIZONA

A Parcel of Land in the Northeast Quarter (NE 1/4) of Section Eighteen (18), Township One (1) North, Range One (1) East, of the Gila & Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at a found brass cap in hand hole at the intersection of 111th Avenue and Durango Street also being the Center of Section 18 from which a found brass cap in a hand hole at the North Quarter of said Section 6, at the intersection of Buckeye Road and 111th Avenue, bears North 00°08'57" West, a distance of 2,660.48 feet;

THENCE, North 00 degrees 08 minutes 57 seconds West, a distance of 1,203.40 feet to a point on 111th Avenue;

THENCE departing said line North 89 degrees 51 minutes 03 seconds East, a distance of 129.25 feet to a point on the south property line of APN 101-17-162 also being the **Point of Beginning**;

Thence North 00 degrees 08 minutes 57 seconds West a distance of 99.05 feet to the South Right of Way line of 4th Street;

THENCE continuing along said line South 89 degrees 47 minutes 44 seconds East a distance of 1.00 feet;

THENCE Departing said line South 00 degrees 08 minutes 57 seconds East a distance of 99.05 feet along the existing east property line of APN 101-17-162 to the south property line;

THENCE along said line North 89 degrees 47 minutes 57 seconds West a distance of 1.00 feet to the **Point of Beginning**;

Containing 99 sqft or 0.00 acres more or less

Prepared by:
Thomas Lavalette, RLS.
AZ # 37258
Engineering Alliance, Inc.
1423 S. Higley Rd., Suite 121, Building 9
Mesa, Arizona 85206
Phone: (602) 757-6032 Email: tlavalette@eaincglobal.com



ITEM NUMBER: 4.k.

SUBJECT: Ordinance 2020-0626 - Authorizing the Acquisition of Real Property from 545657, Inc. located south of Roosevelt Road and East of Avondale Boulevard

MEETING DATE: 6/15/2026

TO: Mayor and Council

FROM: Cheryl Covert, Interim Economic Development Director

THROUGH: Jennifer Stein, Assistant City Manager, (623) 333-1014

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Economic Growth and Prosperity**

Avondale supports a thriving local economy by fostering and supporting business growth, job creation, and workforce development. The City advances economic development, attracts high-quality entertainment and full-service amenities, and promotes a variety of attainable housing opportunities that strengthen the City's vitality.

PURPOSE:

City Council will consider a request to adopt ordinance 2020-0626, authorizing the acquisition of real property from 545657, Inc located south of Roosevelt Road and east of Avondale Boulevard, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary city documents. The Council will take appropriate action.

BACKGROUND:

The subject property is approximately 3.81 acres of real property located at the south-east corner of Avondale Boulevard and Roosevelt Road with Arizona Parcel Number (APN) 102-57-260. The property is located in The BLVD Park Avenue district and is just west of the future Embassy Suites hotel and north of the Sonesta Hotel. This property represents a strategic acquisition opportunity within The BLVD's Park Avenue District. The site is prominently positioned adjacent to the future Embassy Suites hotel development and is identified as a key parcel for attracting high-quality retail, restaurant, and mixed-use investment that supports the City's long-term vision for The BLVD.

DISCUSSION:

The proposed acquisition supports multiple City Council priorities, including economic development, redevelopment, placemaking, environmental stewardship, and long-term revenue generation.

The need for additional public parking has been consistently identified through The BLVD's planning efforts and stakeholder engagement as a critical component to supporting existing businesses, future development,

special events, and increased visitor activity. Approximately one-half of the property will be dedicated to public parking to address the current shortage and accommodate future growth. By maintaining ownership of these parking assets, the City can ensure the long-term availability of strategically located public parking while enhancing the accessibility, functionality, and overall success of The BLVD as a premier destination for residents and visitors.

Staff believes the acquisition represents a prudent investment that will generate significant long-term economic and community benefits, advance the City's vision for The BLVD and the Park Avenue District, and create a sustainable framework for public infrastructure improvements.

BUDGET IMPACT:

Funding for the acquisition of the property in the amount of \$3,250,000 is accounted for in the forecast, but not yet appropriated. Appropriations will be transferred from General Fund Contingency to accommodate the purchase.

RECOMMENDATION:

Staff recommends approval for authorizing the purchase of property located at the southeast corner of Roosevelt Road and Avondale Boulevard for \$3,250,000; authorization for the City Manager to execute all documents necessary to complete the transaction; and transfer of appropriations to the New BLVD Parking Lot project (B0515) to accommodate the purchase of the property.

Contact person for document distribution: Cheryl Covert, Interim Economic Development Director

ORDINANCE NO. 2020-0626

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FROM 545657, INC.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest or estate, inside or outside its corporate limits, for any City purpose as the City’s interests may require; and

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to authorize the acquisition of certain real property generally located at the southeast corner of Avondale Boulevard and Roosevelt Road in Avondale, Arizona and assigned Maricopa County Assessor’s Parcel Number 102-57-260 from 545657, Inc.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The acquisition, by purchase, condemnation or dedication of real property from 545657 Inc., generally located at the southeast corner of Avondale Boulevard and Roosevelt Road, in Avondale, Arizona, consisting of ± 3.81 acres, and assigned Maricopa County Assessor’s Parcel Number 102-57-260 as more particularly depicted and described on Exhibit A, and as attached hereto and incorporated herein by reference, is hereby authorized.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
June 15, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2020-0626

[Legal Description and Map]

See following pages.

EXHIBIT "A"
Description of Real Estate
IN MARICOPA COUNTY, STATE OF ARIZONA

A Parcel of Land in the Southwest Quarter (SW 1/4) of Section Six (6), Township One (1) North, Range One (1) East, of the Gila & Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at a found brass cap in hand hole at the intersection of Avondale Boulevard and Roosevelt Street also being the West Quarter Corner (W1/4) of section 6 from which a found brass cap in a hand hole at the Southwest corner of said Section 6, at the intersection of Van Buren Street and Avondale Boulevard, bears South 00°02'17" East, a distance of 2,626.71 feet;

THENCE East along the centerline of Roosevelt Street, North 88 degrees 59 minutes 14 seconds East, a distance of 83.01 feet to the **Point of Beginning**;

THENCE continuing along said line North 88 degrees 59 minutes 14 seconds East, a distance of 350.14 feet to a point on the West Right of Way Line of 114th Avenue;

THENCE continuing along said right of way South 00 degrees 00 minutes 56 seconds West a distance of 79.46 feet to the beginning of a tangent curve, concaving Northeasterly, having a Radius of 106.00 feet and whose Center bears North 89 degrees 59 minutes 04 seconds West from the last described point;

THENCE Southwesterly along the arc of said Curve, through a Central Angle of 34 degrees 36 minutes 16 seconds, With an Arc Length of 64.02 feet to the point of a non-tangent reverse curve, concaving Southeasterly, having a radius of 194.00 feet and whose Center bears South 55 degrees 27 minutes 42 seconds East from the last described point;

THENCE Southwesterly along the arc of said Curve, through a Central Angle of 34 degrees 34 minutes 01 seconds, With an Arc Length of 117.04 feet;

THENCE South 00 degrees 02 minutes 47 seconds East a distance of 266.88 feet;

THENCE departing right of way South 89 degrees 57 minutes 29 seconds West a distance of 307.00 feet to a point on the East right of way line for Avondale Boulevard;

THENCE continue along said right of way North 00 degrees 05 minutes 16 seconds West a distance of 15.00 feet;

THENCE South 89 degrees 57 minutes 29 seconds West a distance of 7.97 feet;

THENCE North 00 degrees 02 minutes 17 seconds West a distance of 393.33 feet;

THENCE North 88 degrees 59 minutes 14 seconds East a distance of 43.50 feet;

THENCE North 00 degrees 02 minutes 17 seconds West a distance of 70.01 feet;

THENCE South 88 degrees 59 minutes 14 seconds West a distance of 25.50 feet;

THENCE North 00 degrees 02 minutes 17 seconds West a distance of 32.00 feet to the **Point of Beginning**;

Containing 166,069.47 sqft or 3.81 acres more or less

Prepared by:
Thomas Lavalette, RLS.
AZ # 37258
Engineering Alliance, Inc.
1423 S. Higley Rd., Suite 121, Building 9
Mesa, Arizona 85206
Phone: (602) 757-6032
Email: tlavalette@eaincglobal.com

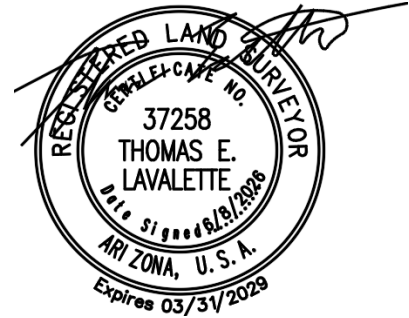
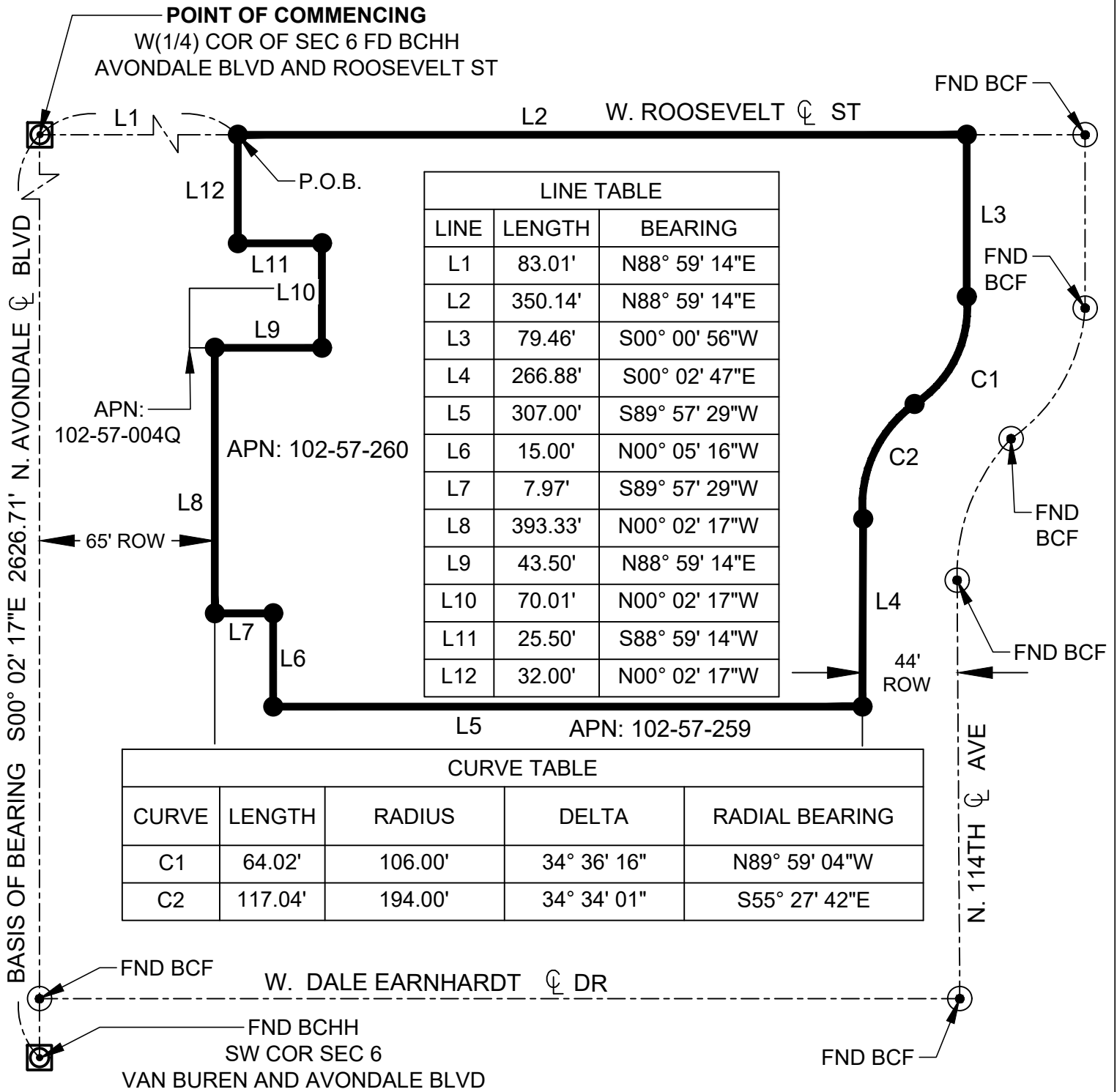
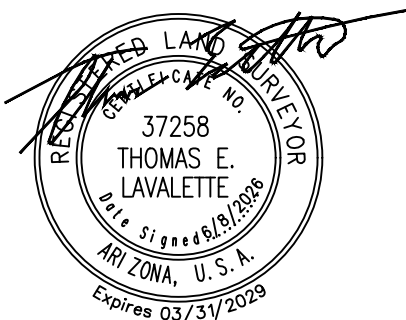


EXHIBIT "A"



SCALE:
NTS

T1N R1E SEC 6



PROJECT: 2026-M-022	
DATE: 6-8-2026	CHKD BY: TL
DRN BY: BL	SCALE: N.T.S.
TITLE:	
SUBJECT PROPERTY APN: 102-57-260	
SHEET NO: 1 OF 1	

ITEM NUMBER: 4.1.

SUBJECT: License Agreement Amendment with The United States of America Department of Energy Western Area Power Administration (WAPA)

MEETING DATE: 6/15/2026

TO: Mayor and Council

FROM: Kimberly Moon, Engineering Director

THROUGH: Jennifer Stein, Assistant City Manager, (623) 333-1014

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Resilient Infrastructure & Transportation**

Avondale invests in safe and sustainable infrastructure, including water, roads, and utilities, and actively participates in regional planning and development.

PURPOSE:

City Council will consider a request to authorize a License Agreement with the Western Area Power Administration (WAPA) to allow the installation of street, curb, sidewalk, handrail, electrical, landscaping, irrigation, and storm drain facilities crossing beneath WAPA's Liberty to Westwing and Liberty to Rudd 230-kV Transmission Lines and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The United States Department of Energy, Western Area Power Administration (WAPA), has issued a License Agreement to the City of Avondale for the construction and maintenance of public infrastructure improvements within WAPA's transmission line right-of-way in Maricopa County, Arizona. The project is located within portions of Section 26 and Section 27, Township 1 North, Range 1 West, Gila and Salt River Meridian, in the vicinity of transmission structures 9-3 to 9-4 along the Liberty to Westwing and Liberty to Rudd 230-kV transmission lines.

The License Agreement authorizes the City to construct street, curb, sidewalk, handrail, electrical, landscaping, irrigation, and storm drain improvements beneath the existing transmission lines. The agreement is issued for a term of fifty (50) years and is renewable, provided the City complies with all terms and conditions outlined by WAPA.

The agreement does not convey any property rights and requires the City to obtain any necessary permissions

from underlying landowners. All improvements must be constructed and maintained in accordance with approved plans and must not interfere with WAPA's operations. The City is responsible for ensuring compliance with all applicable federal, state, and local regulations, including safety standards such as the National Electric Safety Code (NESC) and OSHA requirements.

Additionally, the City must coordinate with WAPA prior to construction, maintain required safety clearances, allow for ongoing access to the transmission corridor, and accommodate any future modifications to WAPA facilities at no cost to the agency. The City also assumes responsibility for indemnification and for ensuring safe design and operation of improvements within the high-voltage transmission environment.

This agreement enables the City to proceed with critical infrastructure improvements while ensuring the continued safe operation and maintenance of WAPA's transmission system.

DISCUSSION:

The proposed License Agreement with the Western Area Power Administration (WAPA) authorizes the City of Avondale to construct street, curb, sidewalk, handrail, electrical, landscaping, irrigation, and storm drain improvements beneath the Liberty to Westwing and Liberty to Rudd 230-kV transmission lines, in compliance with federal and WAPA requirements. WAPA revised portions of the original agreement language prior to final execution, and the updated agreement reflects those changes.

These improvements support transportation connectivity, public safety, and future development in the area. The agreement ensures that construction and long-term maintenance activities will not interfere with WAPA's operations while preserving required access to the transmission corridor. Approval of this agreement will allow the City to proceed with the project while maintaining compliance with federal standards and supporting the City's infrastructure and growth objectives.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends that the City Council approve a License Agreement with the Western Area Power Administration (WAPA) to allow the construction of street, curb, sidewalk, handrail, electrical, landscaping, irrigation, and storm drain improvements within WAPA's transmission line right-of-way. Staff further recommends authorizing the Mayor or City Manager, City Attorney, and City Clerk to execute all necessary documents to finalize the agreement.

Contact person for document distribution: Jonathan Almanza, Kimberly Moon

THE UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

**Liberty to Westwing 230-kV Transmission Line
AND
Liberty to Rudd 230-kV Transmission Line**

SE¹/₄NE¹/₄, Section 27, Township 1 North, Range 1 West,
Gila & Salt River Meridian, Maricopa County, State of Arizona
AND

SW¹/₄NW¹/₄, Section 26, Township 1 North, Range 1 West,
Gila & Salt River Meridian, Maricopa County, State of Arizona

Vicinity of Structure(s): 9-3 to 9-4

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this _____ day of _____, 2026, between CITY OF AVONDALE (LICENSEE), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration (WAPA), represented by the officer executing this License Agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

WITNESSETH:

WAPA concurs that the construction of the street, curb, sidewalk, handrail, electrical lines, landscaping, irrigation, and storm drain (FACILITY) crossing under Liberty to Westwing 230-kV and Liberty to Rudd 230-kV Transmission Lines, proposed by the LICENSEE, will not interfere with the operation and maintenance of the Liberty to Westwing 230-kV and Liberty to Rudd 230-kV Transmission Lines, if constructed in the manner and at the locations shown on Exhibits A-1 to A-8, attached hereto and made a part hereof.

In consideration of WAPA's concurrence, the LICENSEE agrees to the following:

- a) This License Agreement does not grant any right, privilege, or interest in the land. The LICENSEE is responsible for obtaining any necessary land rights from the underlying landowner.

- b) This License Agreement is only valid provided the FACILITY is constructed, operated, and maintained in conformance with the attached drawings and/or exhibits. Any relocations, changes, or upgrades require additional concurrence by WAPA. LICENSEE agrees to alter or relocate its FACILITY, at no cost to WAPA, to accommodate future modifications of WAPA's facilities, including but not limited to, upgrades of the transmission line.
- c) LICENSEE shall notify WAPA at least thirty (30) business days prior to commencing maintenance or installation of the FACILITY to permit inspection by WAPA. WAPA's Point of Contact: Terry Kugler, Foreman III at 602-428-5235 (o) or (602) 376-7482 (c) (Monday thru Thursday 6:00 AM-4:30 PM) or email at kugler@wapa.gov.
- d) To abide by and comply with all applicable Federal, State, and local laws as well as building and safety codes including the latest edition of the National Electric Safety Code (NEC) and Occupational Safety and Health Administration standards (OSHA) applicable to the design and construction of the aforesaid FACILITY.
- e) In accordance with the National Electric Safety Code (NEC), a clearance of 18.4 feet from transmission line conductors to the top of the handrail must be maintained. Additionally, all equipment used within the easement area shall maintain a minimum clearance of 15 feet, from the transmission line conductors, including backhoes, front-end loaders, cranes, or other equipment.
- f) Induced voltages and currents may occur on the FACILITY constructed or placed under or near high voltage transmission lines. The LICENSEE shall be responsible for the protection of personnel and equipment in their design, construction, operation, and maintenance of the FACILITY described in this License Agreement. If heavy equipment is used during construction, signs shall be posted saying, "Caution – Overhead High Voltage Transmission Lines".
- g) Fences, gates, handrails, or walls across the easement must have a 16-foot-wide gate installed at each end of the easement. Metal fencing must be adequately and properly grounded, as per the National Electric Code (NEC) Section 250.
- h) WAPA always requires unimpeded access to its easement. WAPA uses vehicles that have a 42-kip (42,000 pounds) axle load and is not liable for any damage caused to the FACILITY when patrolling, performing maintenance, or reconstructing the transmission line.
- i) No appreciable change shall be made to the character of the existing topography. Safe conductor phase-to-ground clearance must be maintained. Steep sloping, which will impede heavy line equipment and vehicles from traversing the lands within the transmission line easement shall not be allowed. The gradient must not be steeper than 6:1 run to rise.

- i) LICENSEE shall limit any landscaping on easements to low growing vegetation that will not exceed 10 feet at maximum mature height. Existing trees and vegetation within the easement must be kept at a maximum height of 10 feet and 50 feet away from towers or poles. Planting new vegetation within the easement should have WAPA's concurrence.
- j) Upon completion of the project, the Licensee will submit a copy of the as-builts and/or photographs of the FACILITY to WAPA Lands (P.O. Box 6457, Phoenix, AZ 85005-6457).
- k) This License Agreement shall be binding on the successors or assigns of the LICENSEE and WAPA.
- l) LICENSEE agrees to indemnify and hold harmless WAPA, its employees, or agents, from any loss or damage and from any liability on account of personal injury, death, or property damage arising out of LICENSEE's, its agents, contractors, or subcontractors use of the land covered by this License Agreement, except to the extent any such loss, damage or liability is caused by the negligence or willful misconduct of WAPA, its employees, or agents.

CITY OF AVONDALE

THE UNITED STATES OF AMERICA
Western Area Power Administration
Desert Southwest Region

Signature

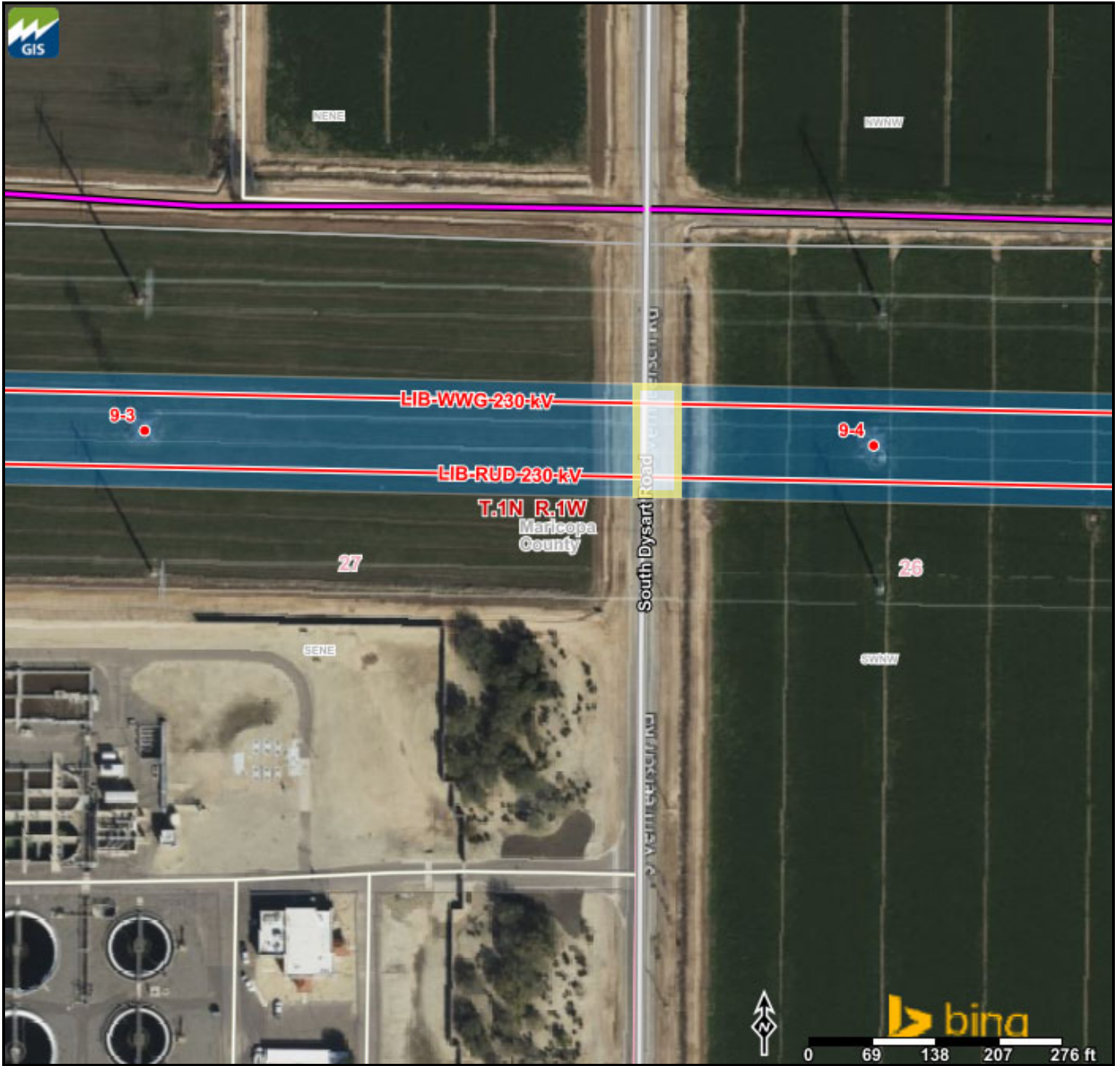
Richard M. Duarte
Natural Resources Manager

Print Name

Title

Exhibit A-1

Desert Southwest Region



Legend

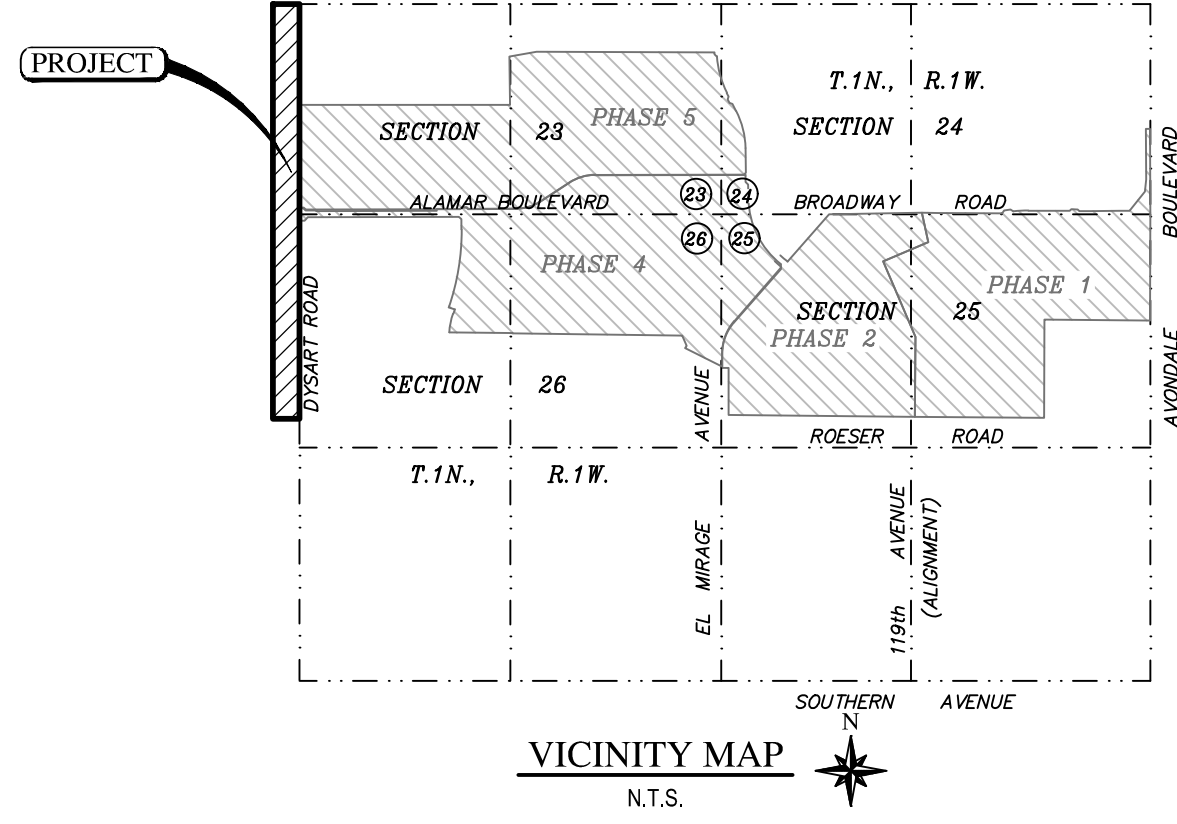
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Western Area Power Administration
An agency of the U.S. Department of Energy

This map and data are the property of WAPA/DOE and are intended for planning and analysis only. No reproduction or copying of this product is allowed without the sole consent of WAPA/DOE. To contact WAPA about this map, please call 1-800-336-7288.

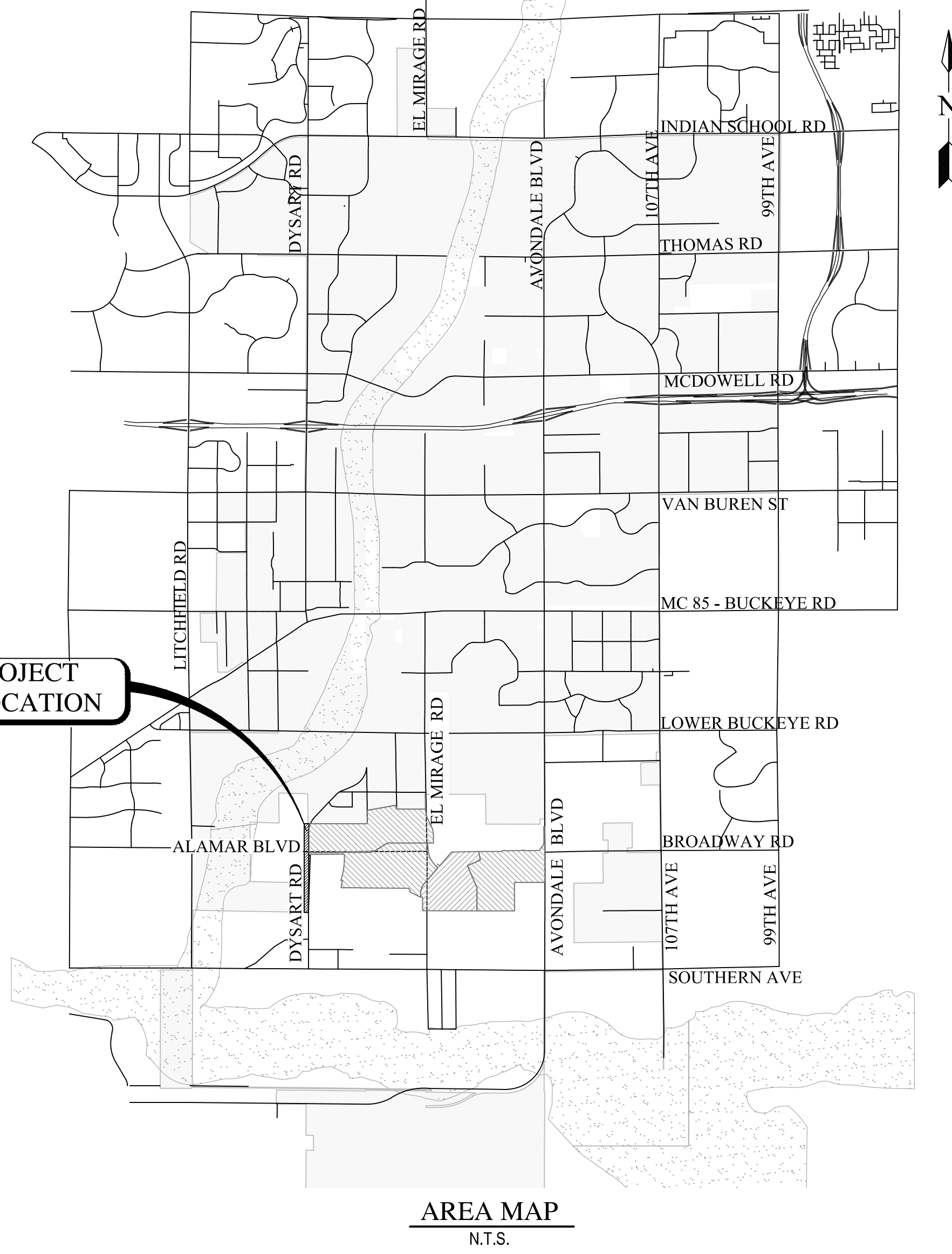


DYSART ROAD PAVING, STORM DRAIN, SIGNING AND PAVEMENT MARKING PLAN



ALAMAR - PHASE 5

PROPOSED SUBDIVISION OF A PORTION OF SECTIONS 23, 24, AND 26
TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA



QUANTITIES (PHASE 5 CFD)				
FLAT CONCRETE	ON-SITE	UNIT	OFF-SITE	UNIT
SIDEWALK	N/A	SF	7934	SF
CURB AND GUTTER/SINGLE CURB/RIBBON	N/A	LF	1361	LF
VALLEY GUTTER AND APRON	N/A	SF	N/A	SF
BUS BAY, RT. TURN LANE	N/A	SF	N/A	SF
RETURN TYPE DRIVEWAY	N/A	SF	N/A	SF
DRIVEWAY (NON-RETURN TYPE)	N/A	EA	N/A	EA
SIDEWALK RAMP	N/A	EA	2	EA
PAVING				
NEW CONC/ASPHALT PAVING	N/A	SY	5356	SY
ASPHALT/CONC OVERLAY	N/A	SY	N/A	SY
SLURRY SEAL/MICRO SEAL	N/A	SY	N/A	SY
UTILITY ADJUSTMENT (IN R/W STREET)	N/A	EA	5	EA
SURVEY MONUMENT	N/A	EA	3	EA
STREET SIGN	N/A	EA	7	EA
BARRICADE/GUARDRAIL	N/A	LF	N/A	LF
STRIPING (4" EQUIV.)	N/A	LS	1	LS
ASPHALT/CONC REPLACEMENT	N/A	SY	N/A	SY
STREET LIGHTS	N/A	EA	7	EA
TRAFFIC SIGNAL	N/A	EA	N/A	EA

QUANTITIES (TUHSD ADJACENT WAY)				
FLAT CONCRETE	ON-SITE	UNIT	OFF-SITE	UNIT
SIDEWALK	N/A	SF	15,911	SF
CURB AND GUTTER/SINGLE CURB/RIBBON	N/A	LF	1805	LF
VALLEY GUTTER AND APRON	N/A	SF	1688	SF
BUS BAY, RT. TURN LANE	N/A	SF	N/A	SF
RETURN TYPE DRIVEWAY	N/A	SF	N/A	SF
DRIVEWAY (NON-RETURN TYPE)	N/A	EA	N/A	EA
SIDEWALK RAMP	N/A	EA	4	EA
PAVING				
NEW CONC/ASPHALT PAVING	N/A	SY	8960	SY
ASPHALT/CONC OVERLAY	N/A	SY	N/A	SY
SLURRY SEAL/MICRO SEAL	N/A	SY	8960	SY
UTILITY ADJUSTMENT (IN R/W STREET)	N/A	EA	15	EA
SURVEY MONUMENT	N/A	EA	N/A	EA
STREET SIGN	N/A	EA	9	EA
BARRICADE/GUARDRAIL	N/A	LF	N/A	LF
STRIPING (4" EQUIV.)	N/A	LS	1	LS
ASPHALT/CONC REPLACEMENT	N/A	SY	N/A	SY
STREET LIGHTS	N/A	EA	7	EA
TRAFFIC SIGNAL	N/A	EA	N/A	EA

QUANTITIES (THREE RIVERS RANCH)				
FLAT CONCRETE	ON-SITE	UNIT	OFF-SITE	UNIT
SIDEWALK	N/A	SF	12254	SF
CURB AND GUTTER/SINGLE CURB/RIBBON	N/A	LF	2230	LF
VALLEY GUTTER AND APRON	N/A	SF	N/A	SF
BUS BAY, RT. TURN LANE	N/A	SF	N/A	SF
RETURN TYPE DRIVEWAY	N/A	SF	N/A	SF
DRIVEWAY (NON-RETURN TYPE)	N/A	EA	N/A	EA
SIDEWALK RAMP	N/A	EA	8	EA
PAVING				
NEW CONC/ASPHALT PAVING	N/A	SY	11867	SY
ASPHALT/CONC OVERLAY	N/A	SY	N/A	SY
SLURRY SEAL/MICRO SEAL	N/A	SY	11867	SY
UTILITY ADJUSTMENT (IN R/W STREET)	N/A	EA	16	EA
SURVEY MONUMENT	N/A	EA	2	EA
STREET SIGN	N/A	EA	9	EA
BARRICADE/GUARDRAIL	N/A	LF	N/A	LF
STRIPING (4" EQUIV.)	N/A	LS	1	LS
ASPHALT/CONC REPLACEMENT	N/A	SY	N/A	SY
STREET LIGHTS	N/A	EA	14	EA
TRAFFIC SIGNAL	N/A	EA	N/A	EA

UTILITY CONFLICT NOTIFICATION BLOCK

THESE PLANS HAVE BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES. WHERE THE WORK TO BE DONE CONFLICTS WITH ANY OF THESE UTILITIES, THE CONFLICTS SHALL BE RESOLVED AS SPECIFIED IN THE SPECIAL NOTES AND/OR AS OTHERWISE NOTED ON THESE PLANS. CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORESEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

SALT RIVER POWER DISTRICT	CHRISTY BALTRUST COMPANY REPRESENTATIVE	4/29/25 DATE
ARIZONA PUBLIC SERVICE	TRACY WIECZOREK COMPANY REPRESENTATIVE	4/29/25 DATE
CENTURY LINK (LUMEN)	KEVIN WAGNER COMPANY REPRESENTATIVE	4/29/25 DATE
COX COMMUNICATIONS	GARETTE GOLDING COMPANY REPRESENTATIVE	4/29/25 DATE
SOUTHWEST GAS COMPANY REPRESENTATIVE DATE
SALT RIVER IRRIGATION DISTRICT COMPANY REPRESENTATIVE DATE
ROOSEVELT IRRIGATION DISTRICT	KEN CRAIG COMPANY REPRESENTATIVE	4/29/25 DATE
EL PASO NATURAL GAS	STEVE WEATHERHEAD COMPANY REPRESENTATIVE	4/29/25 DATE

SHEET INDEX:

- 1 - COVER
 - 2 - NOTES AND LEGEND
 - 3 - INDEX MAP
 - 4-13 - PAVING PLAN
 - 14 - DETAILS
 - 15 - STORM DRAIN PLAN
 - 16-18 - SIGNING & MARKING PLAN
- TOTAL SHEETS - 18

OWNER/ DEVELOPER

BROOKFIELD LAKIN, LLC
14648 N. SCOTTSDALE ROAD, SUITE 290
SCOTTSDALE, ARIZONA 85254
PHONE: (602) 903-7489
CONTACT: CHRISTINA CHRISTIAN

ENGINEER & SURVEYOR

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
CONTACT: FRANK KOO, P.E.

BENCHMARK

NATIONAL GEODETIC SURVEY CONTROL POINT H 395, PID DV0444, LOCATED AT THE NORTHWEST CORNER OF EL MIRAGE ROAD AND BROADWAY ROAD, HAVING AN ELEVATION OF 939.03', NAVD 88 DATUM.

PUBLIC UTILITIES

WATER	CITY OF AVONDALE
SEWER	CITY OF AVONDALE
ELECTRIC	SALT RIVER PROJECT
TELEPHONE	LUMEN
GAS	SOUTHWEST GAS
CABLE TV	COX COMMUNICATIONS
WASTE DISPOSAL	REPUBLIC SERVICES

BASIS OF BEARING

GEODETIC "NORTH" BASED ON: MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (MCDOT) GEODETIC DENSIFICATION AND CADASTRAL SURVEY (GDACS) WEBSITE
WWW.MCDOT.MARICOPA.GOV, UNDER THE SURVEY INFORMATION LINK ON MARCH 1, 2017.
PROJECTION: CENTRAL ZONE, NAD 83, (EPOCH 2010) DATUM: GRS-80
UNITS: INTERNATIONAL FEET
GEOID MODEL: GEOID 2012A
NATIONAL GEODETIC SURVEY CONTROL POINT: H 395
PID: DV0444
LATITUDE: 33°24'22.55252"N
LONGITUDE: 112°19'25.08998"W
ELLIPSOID HEIGHT: 255.899 (METERS)
DESCRIPTION: BRASS DISK IN CONCRETE SLEEVE
MODIFIED TO GROUND AT (GRID) N: 875587.531, E: 575808.124, USING A SCALE FACTOR OF 1.0001224277.
HORIZONTAL ADJUSTMENT: NONE
HORIZONTAL ROTATION: NONE

CITY OF AVONDALE

MAYOR

MIKE PINEDA

VICE MAYOR

CURTIS NIELSON

CITY MANAGER

RON CORBIN

COUNCIL MEMBERS

SHARI WEISE MAX WHITE
GLORIA SOLORIO TINA CONDE
JEANNETTE GARCIA

CITY CLERK

MARCELLA SARMIENTO

CITY OF AVONDALE APPROVAL

<p>Accla Project Number ENG-24-0708</p> <p>Avondale</p> <p>APPROVED WITH COMMENTS</p> <p>THE CITY APPROVES THIS DOCUMENT FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR DESIGN, ERRORS, OR OMISSIONS.</p> <p>By: Veanette Hanson Date: 12/18/2025</p>	<p>Accla Project Number ENG-24-0708</p> <p>Avondale</p> <p>APPROVED</p> <p>THE CITY APPROVES THIS DOCUMENT FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR DESIGN, ERRORS, OR OMISSIONS.</p> <p>By: Veanette Hanson Date: 1/7/2026</p>
--	--

"AS-BUILT CERTIFICATION"

I HEREBY CERTIFY THAT THE "AS-BUILT" INFORMATION SHOWN HEREON WAS OBTAINED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF

REGISTERED LAND SURVEYOR/ENGINEER

REGISTRATION NUMBER: _____ DATE: _____
COMPANY NAME: _____
ADDRESS: _____
PHONE NUMBER: _____

NOTE:

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE CITY OF AVONDALE'S SUPPLEMENT TO THE M.A.G. SPECIFICATIONS AND STANDARD DETAILS CURRENTLY ON FILE AND AVAILABLE AT THE CITY OF AVONDALE'S ENGINEERING DEPARTMENT OR ONLINE AT THE CITY OF AVONDALE'S WEBSITE.

SCALE (HORZ.)	N/A
SCALE (VERT.)	N/A



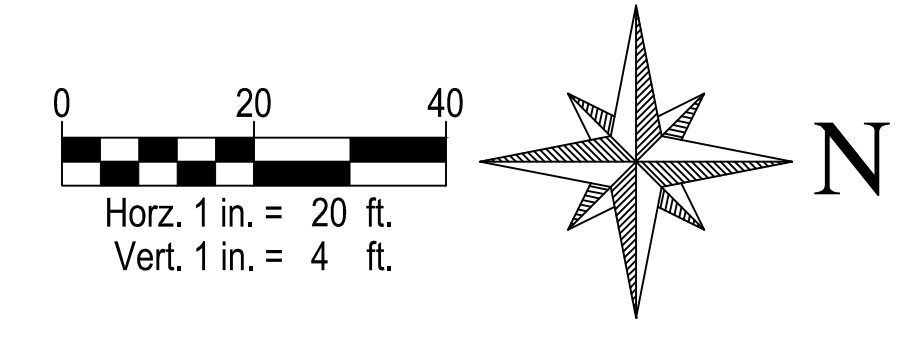
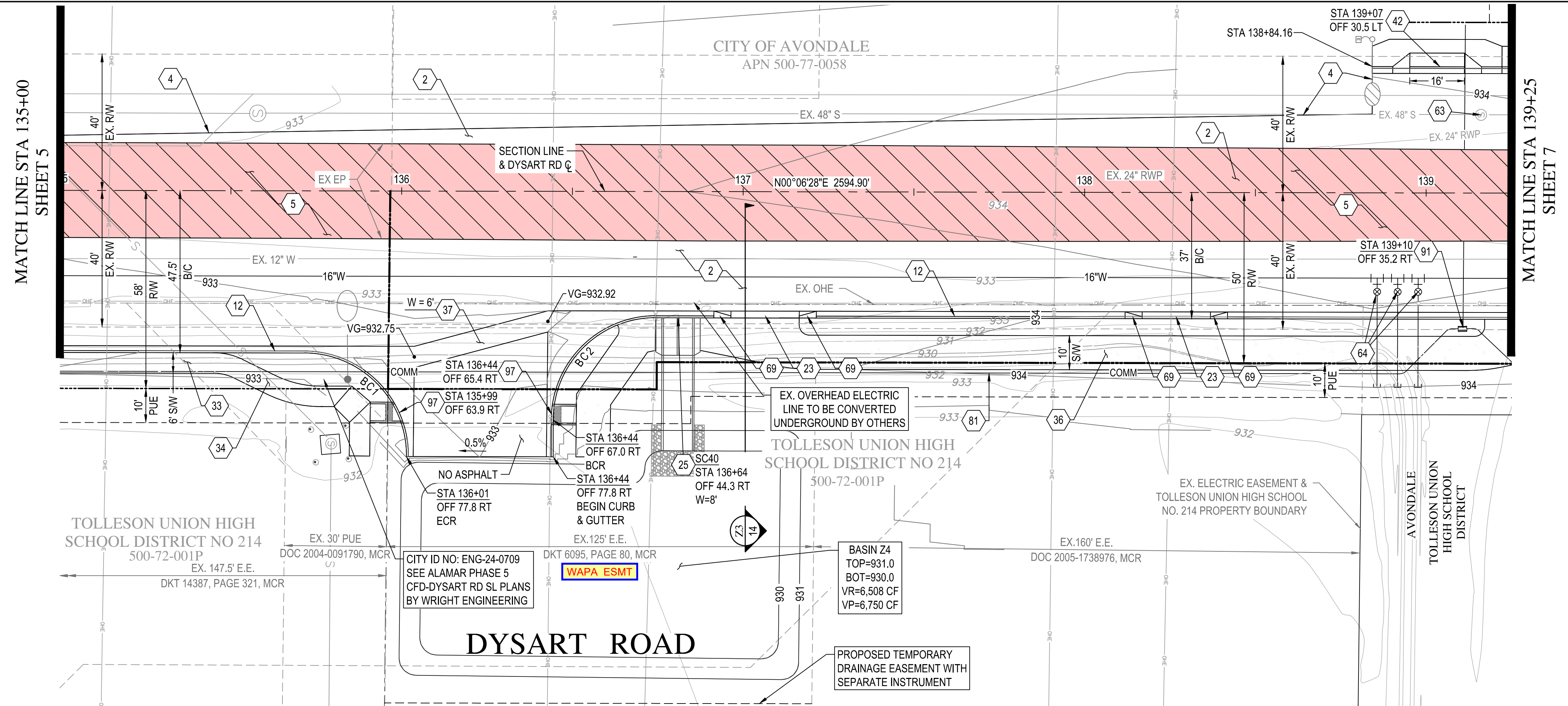
Wood, Patel & Associates, Inc.
Civil Engineering
Water Resources
Land Survey
Construction Management
602.335.8500
www.woodpatel.com



BROOKFIELD LAKIN, LLC
PROJECT NAME
DYSART ROAD PAVING, SIGNING AND PAVEMENT MARKING PLAN
PLAN TYPE
COVER SHEET



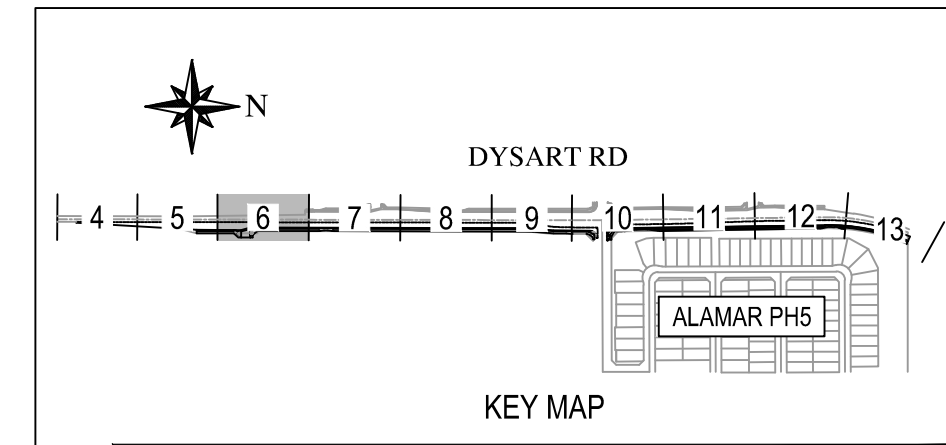
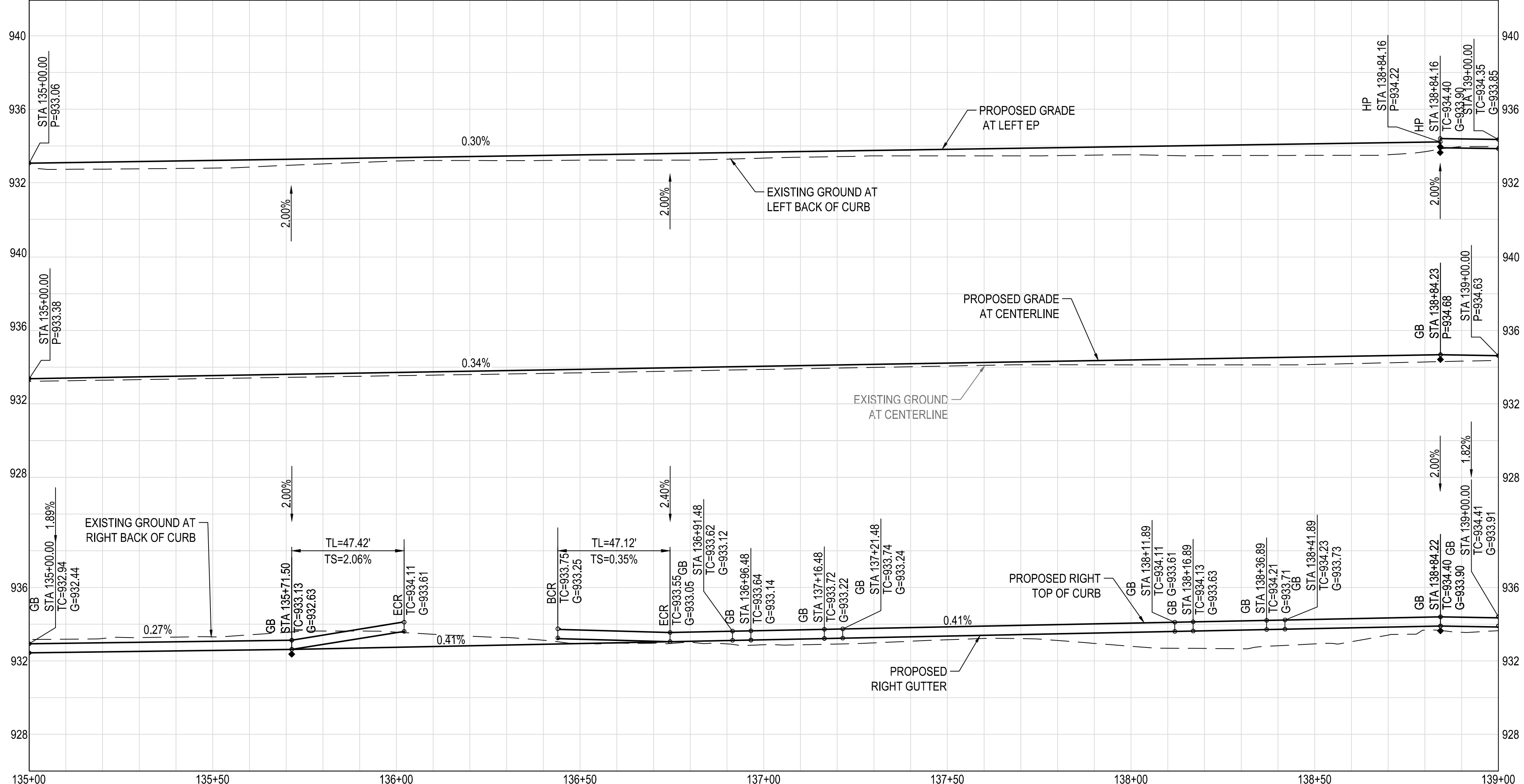
PLAN DATE	11/18/2025
LATEST REVISION DATE	
SHEET NUMBER	1 OF 18
PROJECT NUMBER	174612.11



- PAVING NOTES**
- 2 CONSTRUCT STREET SECTION PER MAG SPEC SECTIONS 310 AND 321. SEE PAVEMENT SECTION ON DETAIL SHEET 14.
 - 4 CONSTRUCT ASPHALT PAVEMENT EDGE PER MAG STD DTL 201, SAFETY EDGE.
 - 5 SAW CUT, REMOVE AND REPLACE EXISTING PAVEMENT PER MAG SPECIFICATIONS SECTION 310 AND 321 AND PAVEMENT SECTION PER DTL ON DTL SHEET 14.
 - 12 CONSTRUCT 6-IN VERTICAL CURB & GUTTER PER MAG STD DTL 220-1, TYPE 'A'
 - 23 CONSTRUCT MOUNTABLE CURB & GUTTER PER MAG STD DTL 220-2, TYPE 'E'
 - 25 CONSTRUCT SCUPPER PER MAG STD DTL 206-1, 206-2 & 206-3 (CURB OPENING PER PLAN) HAND RAIL PER MAG STD DTL 145 TYPE 1. SEE DETAIL SHEET 33 FOR RIPRAP PROTECTION.
 - 33 CONSTRUCT CONCRETE 6-FT ATTACHED SIDEWALK PER MAG STD DTL 230
 - 34 CONSTRUCT CONCRETE 6-FT DETACHED SIDEWALK PER MAG STD DTL 230
 - 36 CONSTRUCT CONCRETE 10-FT DETACHED SIDEWALK PER MAG STD DTL 230
 - 37 CONSTRUCT VALLEY GUTTER PER MAG STD DTL 240, WIDTH PER PLAN.
 - 42 CONSTRUCT DRIVEWAY PER COA STD DTL A1250-2 WIDTH = 16'
 - 63 ADJUST MANHOLE RIM TO FINISHED GRADE PER COA STD DTL 1422
 - 64 ADJUST VALVE FRAME & COVER PER COA STD DTL A1391
 - 69 CONSTRUCT 5-FT CURB TRANSITION PER MAG STD DTL 220-2 TYPE 'A' TO TYPE 'E'
 - 81 7-WAY DUCT FOR ITS INTERCONNECT. DURALINE 16/13 7-WAY DUCT OR APPROVAED EQUAL. INSTALLATION PER COA STD DTL A1720-1.
 - 91 INSTALL FIBER SPLICING VAULT PER OLDCASTLE PRECAST UTILITY VAULT 444-LA. DRAWING NO. V17L1-1. WITH SINGLE TORSION COVER AND FRAME WITH 'COA FIBER OPTIC' LETTERS ON COVER.
 - 97 CONSTRUCT CURB RAMP COA STD DTL 1235-2.

BACK OF CURB CURVE TABLE

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD
BC1	90°33'58"	30.00'	47.42'	30.30	42.64
BC2	90°00'00"	30.00'	47.12'	30.00	42.43

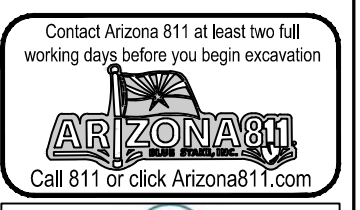


NOTE:
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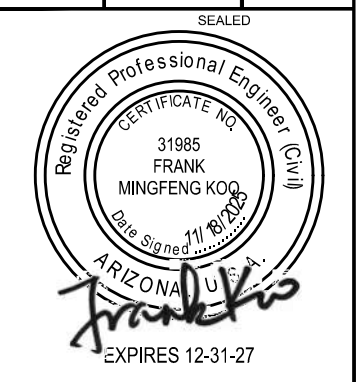
SCALE (HORZ.)	1" = 20'
SCALE (VERT.)	1" = 4'



Wood, Patel & Associates, Inc.
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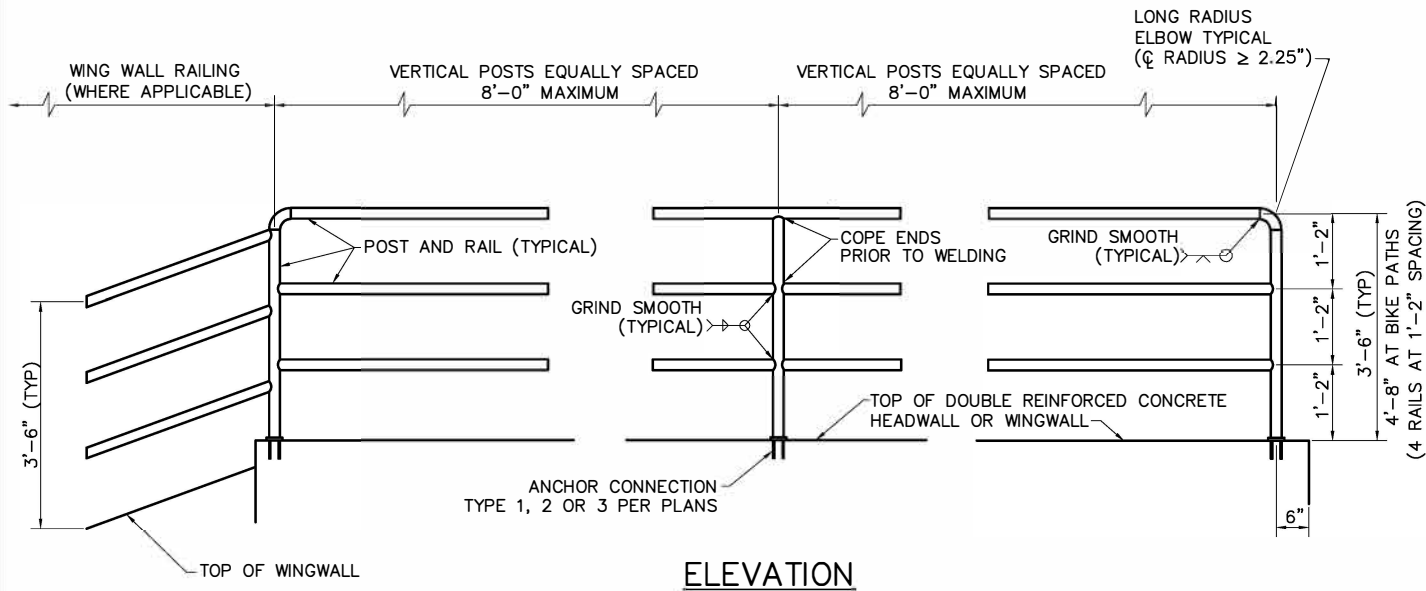


DEVELOPER/BROOKFIELD LAKIN, LLC
 PROJECT NAME: DYSART ROAD PAVING, SIGNING AND PAVEMENT MARKING PLAN
 PLAN TYPE: OFFSITE INFRASTRUCTURE - PAVING PLAN



PLAN DATE: 11/18/2025
 LATEST REVISION DATE:
 SHEET NUMBER: 6 OF 18
 PROJECT NUMBER: 174612.11

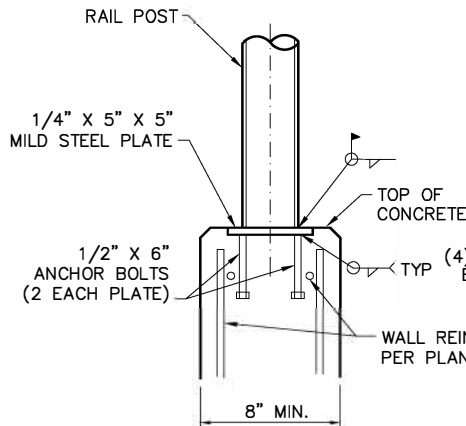
Exhibit A-4



ELEVATION

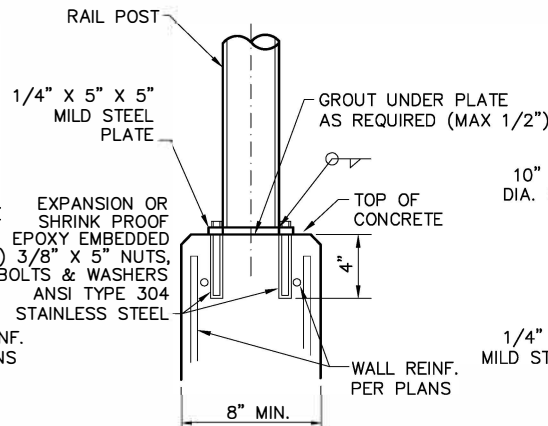
NOTES:

1. POSTS AND RAILS SHALL BE 1.90 INCH OUTSIDE DIAMETER, HIGH STRENGTH HEAVY INDUSTRIAL STEEL PIPE CONFORMING TO ASTM F1043 MATERIAL GROUP IA-2 (2.72 LB/FT, MINIMUM YIELD STRENGTH=50 KSI) OR MATERIAL GROUP IC GALVANIZED AFTER FORMING (2.28 LB/FT, MINIMUM YIELD STRENGTH=50 KSI)
2. PAINT RAIL PER MAG SPECIFICATIONS SECTION 530 WHEN REQUIRED BY PLANS, SHOP PRIME WITH RUST INHIBITING PRIMER (FIELD REPAIR PRIMER AS NEEDED). COLOR PER PLANS.
3. VERTICAL POSTS TO BE EVENLY SPACED.
4. REMOVE ALL SHARP EDGES.
5. INSTALL SAFETY RAIL AS REQUIRED BY PLANS OR SPECIFICATIONS.
6. THE EMBEDMENT FOR ANCHOR TYPES 1, 2, AND 3 SHALL BE LOCATED INSIDE THE WALL REINFORCEMENT CAGE.
7. SAFETY RAIL IS NOT TO BE USED AS A PEDESTRIAN BRIDGE RAIL.
8. FOR SAFETY RAIL ON 8" BLOCK (CMU) WALLS, THE TOP COURSE SHALL BE A BOND BEAM WITH 2-#4 LONGITUDINAL REBAR AND GROUT.



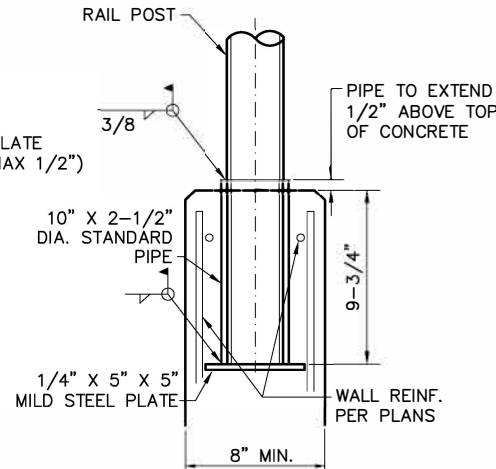
TYPE 1

ANCHOR PLATE DETAIL



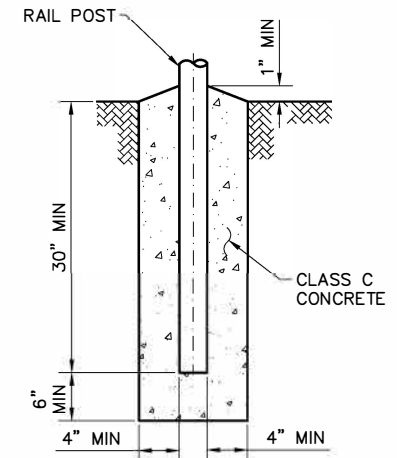
TYPE 2

EXPANSION BOLT DETAIL



TYPE 3

PIPE SLEEVE DETAIL



TYPE 4

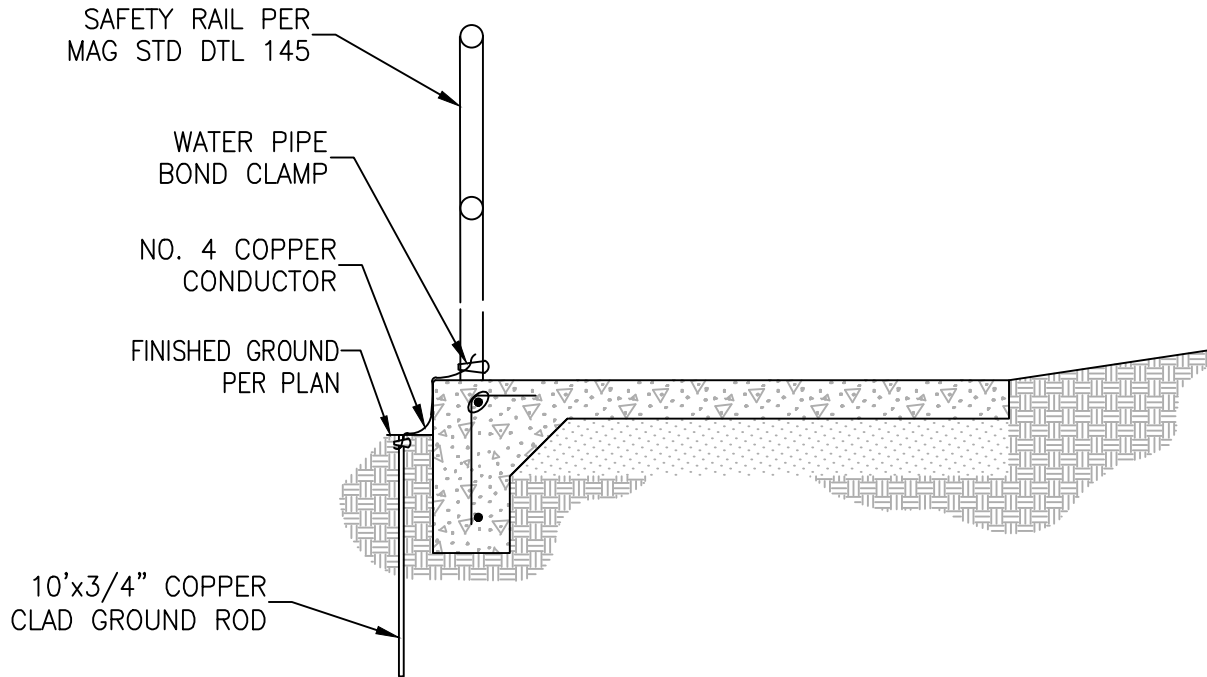
GROUND INSTALLATION DETAIL

NOTE: SEE PLANS FOR ANCHORAGE DETAILS FOR ATTACHMENT TO SINGULARLY REINFORCED AND NON-REINFORCED WALLS.

DETAIL NO. 145	MARICOPA ASSOCIATION of GOVERNMENTS	STANDARD DETAIL ENGLISH	SAFETY RAIL	REVISED 01-01-2020	DETAIL NO. 145
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ALAMAR PHASE 5 - DYSART RD

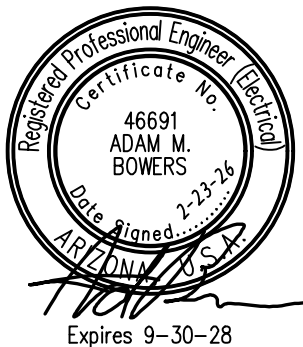
AVONDALE, AZ



HANDRAIL GROUNDING DETAIL

NOTE:

1. INSTALL ONE GROUND ROD ON EACH END FOR HANDRAILS ADJACENT TO SCUPPERS.
2. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATIONS OF ALL EXISTING UTILITIES AND AVOIDING DAMAGE TO SAME. CONTRACTOR TO CALL 811 FOR BLUE STAKE. FOR ALL MUNICIPAL OR PRIVATELY OWNED UTILITIES EXISTING WITHIN LIMITS OF WORK OF PROJECT, CONTRACTOR TO PRIVATELY LOCATE UTILITIES. IRRIGATION LINES LESS THAN 2" WILL NOT TYPICALLY BE MARKED AND CAUTION SHOULD BE USED TO AVOID DAMAGE. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ALL UTILITIES CAUSED AS A RESULT OF CONTRACT WORK, ALL DAMAGES TO BE REPAIRED IN KIND.

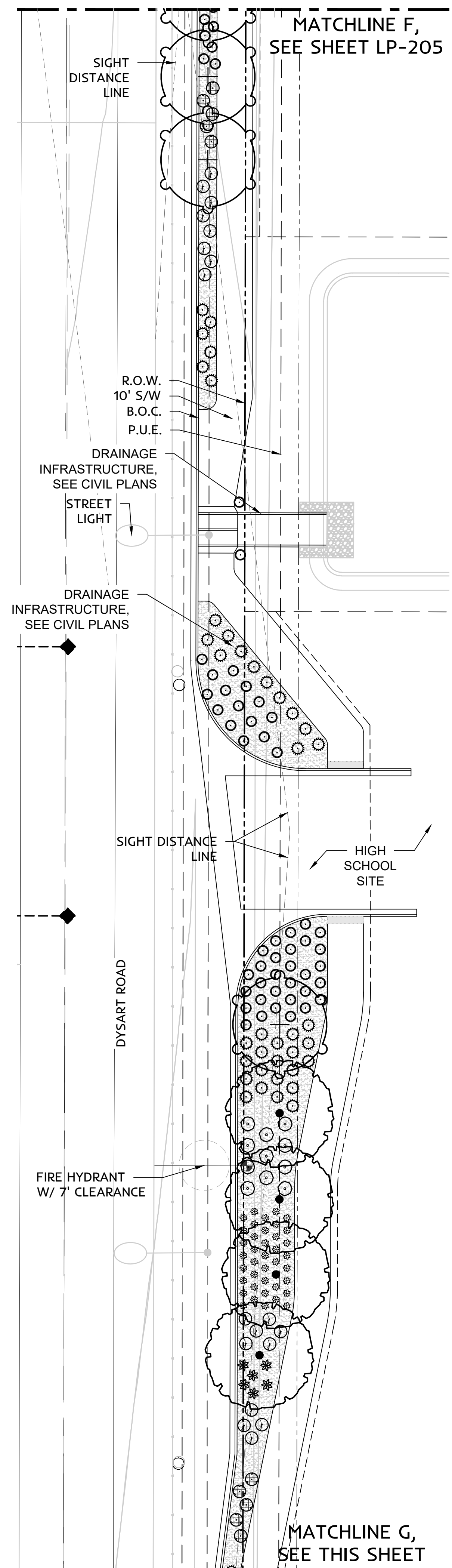


WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN

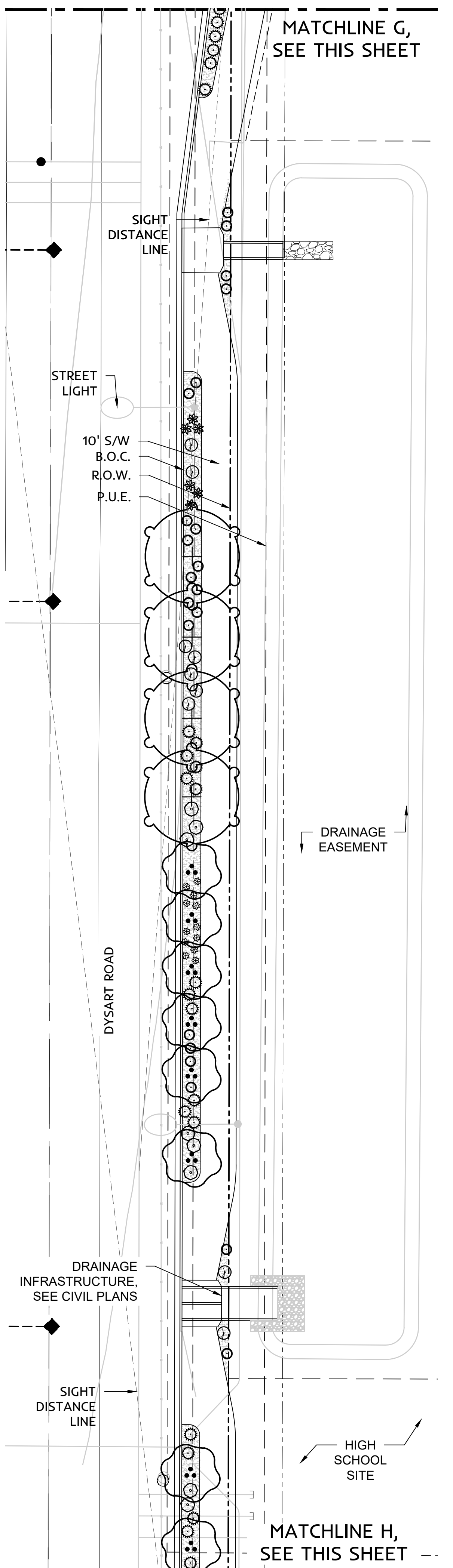
165 EAST CHILTON DRIVE
CHANDLER, ARIZONA 85225
PHONE: 480.497.5829
FAX: 480.497.5807
www.wrightengineering.us

Wright Project # 23093

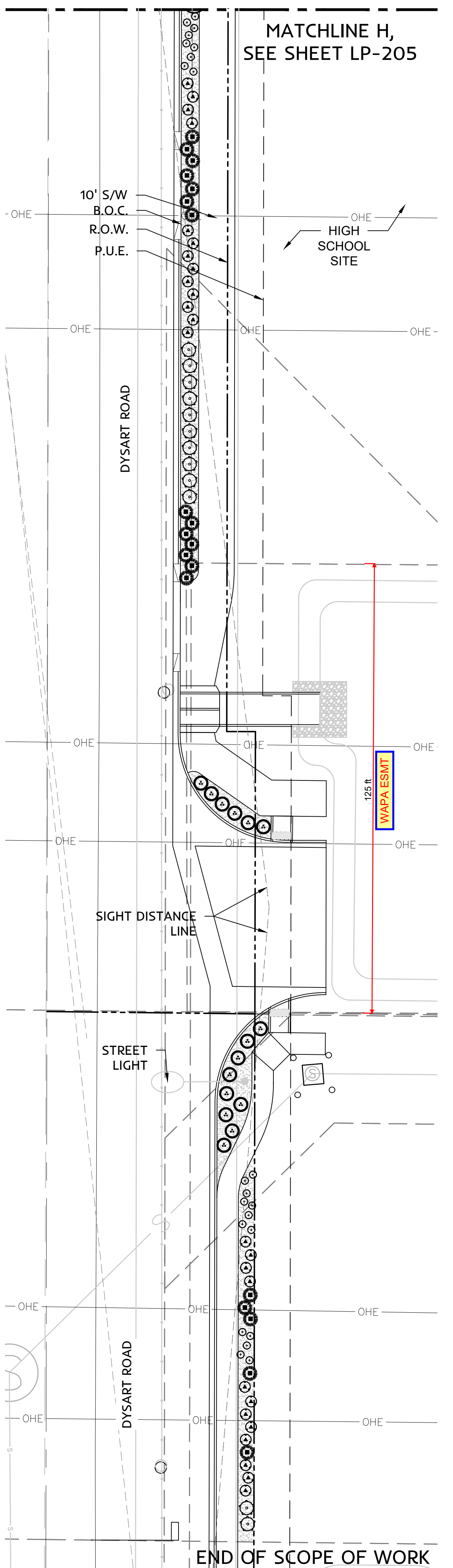
Expires 9-30-28



A7 PLANTING PLAN
SCALE: 1"=20'-0"



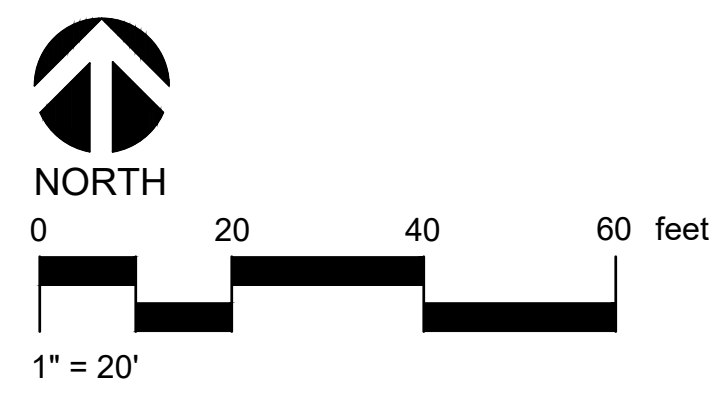
A8 PLANTING PLAN
SCALE: 1"=20'-0"



A9 PLANTING PLAN
SCALE: 1"=20'-0"

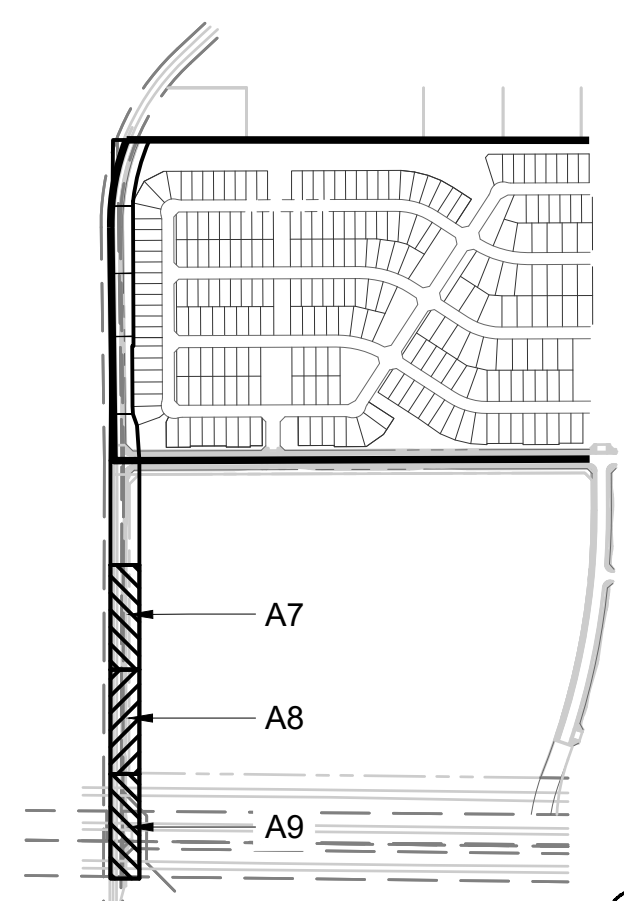
SYMBOL	BOTANICAL / COMMON NAME
TREES	
	Caesalpinia cocalaco 'Smoothie' TM Cascalote
	Chilopsis linearis 'Arts Seedless' Desert Willow
	Parkinsonia x 'Desert Museum' Desert Museum Palo Verde
	Prosopis x 'Phoenix' TM Hybrid Mesquite
	Quercus 'Joan Lionetti' Joan Lionetti Live Oak
	Ulmus parvifolia 'Allee' Allee Lacebark Elm

SEE LP-100, OVERALL PLANTING PLAN, FOR TOTAL QUANTITIES AND CONTAINER SIZES.



SYMBOL	BOTANICAL / COMMON NAME
SHRUBS	
	Acacia redolens Bank Catclaw
	Agave murpheyi 'Rodney' Variegated Murphey's Agave
	Aloe x 'Blue Elf' Aloe
	Ambrosia deltoidea Triangle Bur Ragweed
	Bougainvillea x 'La Jolla' Bougainvillea
	Bougainvillea x 'Rosenka' Bougainvillea
	Caesalpinia pulcherrima Red Bird Of Paradise
	Convolvulus cneorum Bush Morning Glory
	Dalea greggii Trailing Indigo Bush
	Dasyliroon wheeleri Grey Desert Spoon
	Dodonaea viscosa 'Green' Green Hopseed Bush
	Encelia farinosa Brittle Bush
	Eremophila glabra 'Kalgoorlie' Kalgoorlie Emu Bush
	Eremophila glabra 'Mingenew Gold' Emu Bush
	Eremophila maculata 'Outback Sunrise' Outback Sunrise Emu Bush
	Hesperaloe funifera Giant Yucca
	Hesperaloe parviflora 'Brakelights' TM Brakelights Red Yucca
	Lantana camara 'Dallas Red' Dallas Red Lantana
	Lantana montevidensis Trailing Lantana
	Lantana x 'New Gold' New Gold Lantana
	Leucophyllum langmaniae 'Lynn's Legacy' Lynn's Legacy Langman's Sage
	Muhlenbergia rigida 'Nashville' TM Nashville Muhly Grass
	Nerium oleander 'Petite Pink' Petite Pink Oleander
	Rosmarinus officinalis 'Prostratus' Dwarf Rosemary
	Ruellia brittoniana Blue Bells
	Tecoma x 'Crimson Flare' Red Yellow Bells
	Tecoma x 'Orange Jubilee' Orange Jubilee Yellow Bells
	Vauquelinia californica Arizona Rosewood

REFERENCE NOTES SCHEDULE	
SYMBOL	DESCRIPTION
	INERT MATERIAL
	NATURAL DESERT PAVEMENT
	3"-Minus - Painted Desert by Rock Pros USA



CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

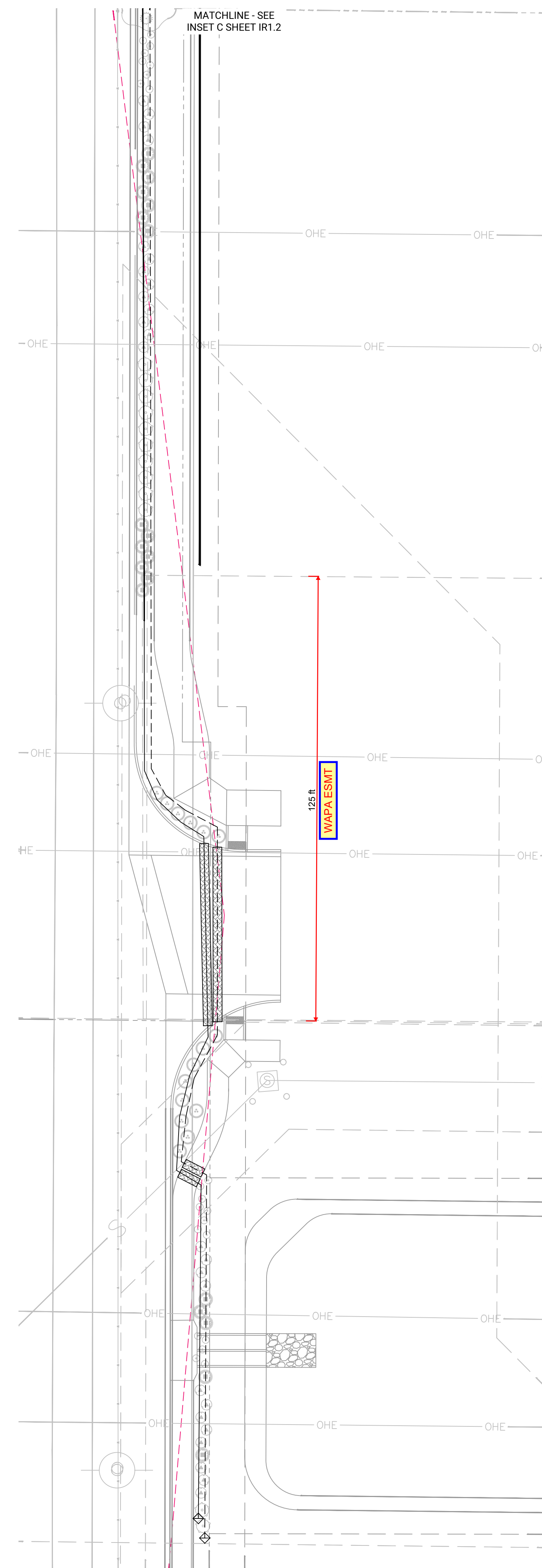


PROJECT PHASE	
	PRELIMINARY PLAT
	CONSTRUCTION DOCUMENTS
	ISSUE FOR BID SET
	ISSUE FOR CONSTRUCTION

REVISIONS		
NO.	DESCRIPTION	DATE
1	SCHOOL SITE ADDITION	1/17/25

ALAMAR
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PHASE 5 INFRASTRUCTURE DYSART ROAD LANDSCAPE
PLANTING PLAN

DRAWN	TH/CM
CHECKED	TH
DATE	11/19/2025
SCALE	AS NOTED
JOB NO.	2141
MILESTONE	---
SHEET	---
LP-206	
9 OF 10 SHEETS	



IRRIGATION LEGEND

- SLEEVES: CLASS 200 PVC
 - POINT-OF-CONNECTION ASSEMBLY
 - MAINLINE PIPE: CLASS 200 PVC
1 1/2-INCH SIZE UNLESS OTHERWISE INDICATED
 - LATERAL PIPE TO SHRUB EMITTERS: CLASS 315 PVC
3/4-INCH SIZE UNLESS OTHERWISE INDICATED
 - LATERAL PIPE TO TREE EMITTERS: CLASS 315 PVC
3/4-INCH SIZE UNLESS OTHERWISE INDICATED
 - UNCONNECTED PIPE CROSSING
 - REMOTE CONTROL DRIP VALVE ASSEMBLY: RAIN BIRD XCZ-100-PRB-COM
 - QUICK COUPLING VALVE ASSEMBLY: RAIN BIRD 5RC
 - ISOLATION GATE VALVE ASSEMBLY: MATCO 514
 - FLOW SENSOR ASSEMBLY: FLOMEC QS200 ULTRASONIC
 - BACKFLOW PREVENTION ASSEMBLY: FEBCO 825YA
 - WATER METER AND CURB STOP ASSEMBLY: BY OTHERS
 - MASTER VALVE ASSEMBLY: RAIN BIRD PESB
 - FLUSH CAP ASSEMBLY WITH DRIP INDICATOR
-
- INDICATES CONTROLLER AND STATION NUMBER
 - INDICATES LATERAL DISCHARGE (GPM)
 - INDICATES VALVE SIZE (INCHES)
 - INDICATES LANDSCAPE APPLICATION
-
- IRRIGATION CONTROLLER UNIT WITH RAIN BIRD WR2-48 RAIN/FREEZE SENSOR IQ4 MODULE
CONTROLLER A: RAIN BIRD ESP-LXD
 - GROUNDING AND SURGE ARRESTOR ASSEMBLY: RAIN BIRD LSP-1TURF

CONSTRUCTION NOTES

- 1 THE IRRIGATION SYSTEM POINT-OF-CONNECTION (POC) SHALL BE DOWNSTREAM OF THE IRRIGATION WATER TAP AND METER INSTALLED BY OTHERS AT THE APPROXIMATE LOCATION SHOWN. INSTALL BACKFLOW PREVENTION UNIT AND MASTER VALVE ASSEMBLY AS INDICATED, SAME SIZE AS POC. VERIFY EXACT LOCATION OF POC WITH OWNER'S REPRESENTATIVE.
- 2 PEDESTAL MOUNT THE IRRIGATION CONTROLLER AT THE APPROXIMATE LOCATION SHOWN. COORDINATE ELECTRICAL POWER TO THE CONTROLLER WITH THE OWNER'S REPRESENTATIVE. CARE SHOULD BE TAKEN TO INSTALL THE IRRIGATION CONTROLLER IN A LOCATION THAT IS ACCESSIBLE FOR MAINTENANCE, AND SCREENED FROM VIEW EITHER BEHIND ENTRY WALLS, NEXT TO BUILDINGS, OR BEHIND PLANT MATERIAL. FINAL LOCATION TO BE APPROVED BY OWNER'S REPRESENTATIVE.

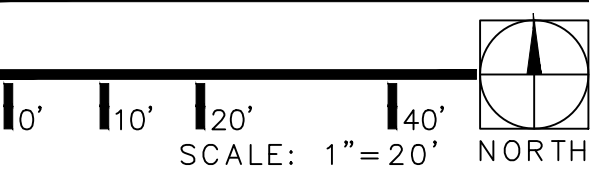


SITE WATER ENGINEERING SERVICES
323 W. DRAKE RD, SUITE 204
FORT COLLINS, COLORADO 80526
Telephone: 970.282.1800
Web: www.hinesinc.com

Project: ALAMAR - PHASE 5
 Location: CITY OF AVONDALE
 MARIKOPIA COUNTY, ARIZONA
 Client: BROOKFIELD PROPERTIES
 Client Address:

Designed: MT/JZ
Drafted: MT/JZ
Reviewed: MT
Date Issued:
02.15.2022



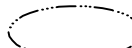



Revision	Title	Date
1	90%CD	12/20/21
2	100%CD	2/15/22
3	100%CD REV	1/17/25
4	100%CD REV2	9/12/25
5	100%CD REV3	12/03/25
6		
7		



Sheet Title: IRRIGATION PLAN ENLARGEMENT

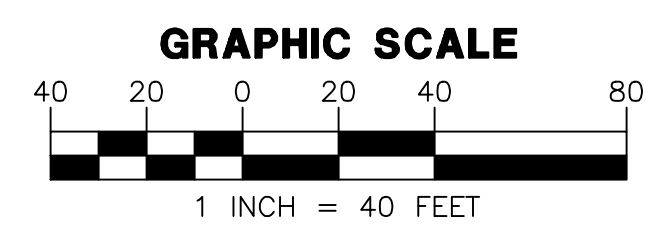
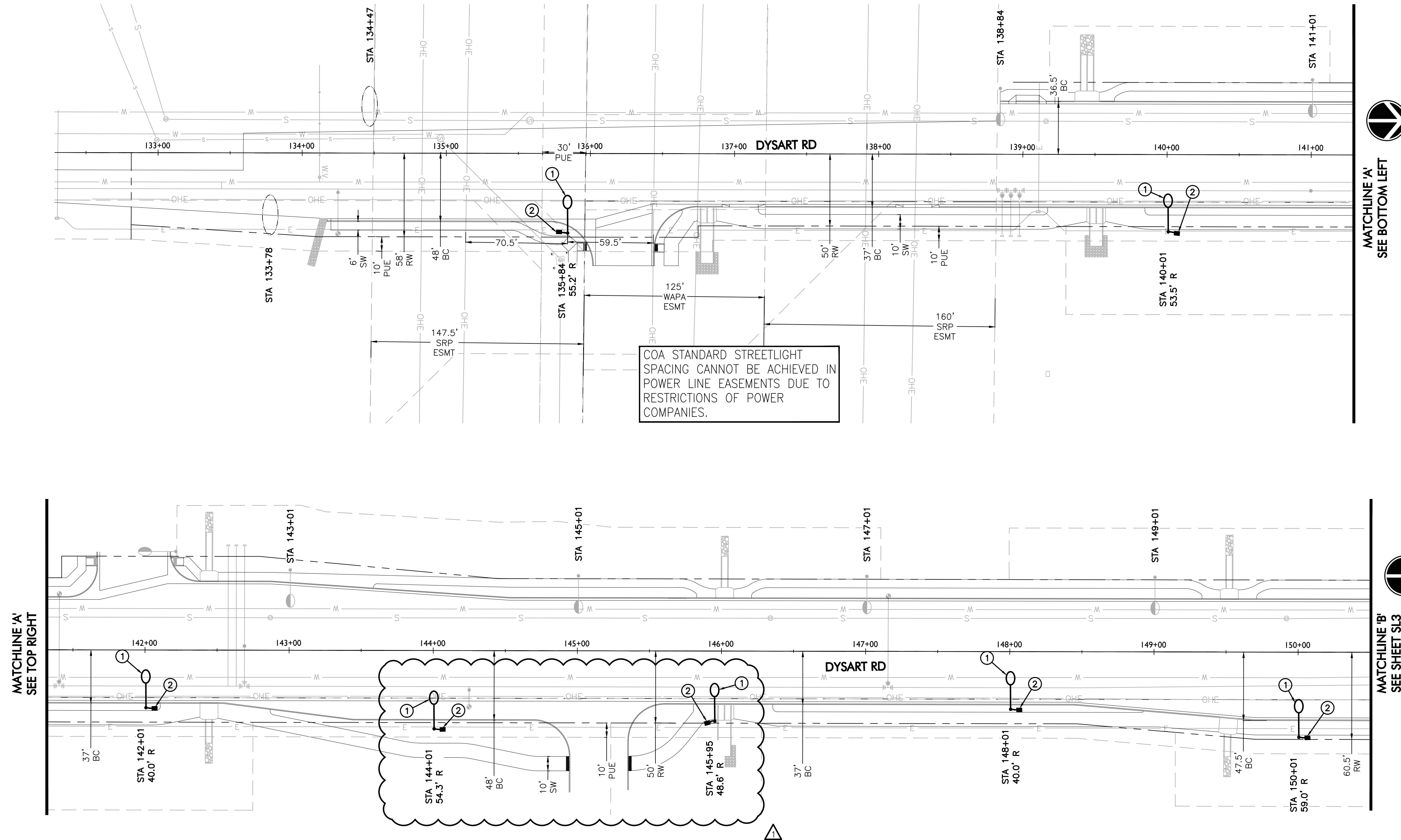
Sheet Number: IR1.3

LEGEND

-  118W LED STREET LIGHT, 40' MOUNTING HEIGHT
-  PROPOSED LIGHT BY THREE RIVERS PROJECT
-  FUTURE STREET LIGHT
-  NEW STREET LIGHT CONDUIT
-  PULL BOX
-  FIRE HYDRANT

CONSTRUCTION NOTES

- 1 118W LED 15,500 LUMEN LUMINAIRE (SEE LUMINAIRE SCHEDULE), 7-PRONG PECR, 32'-0" POLE (DETAIL A1784-1, A1784-2), 8'x8' MAST ARM (DETAIL A1784-3). CENTER POLE PER OFFSET ON PLAN. INSTALL 2-#12 AWG TYPE THHN/THWN CONDUCTORS & 1-#12 BOND FROM FUSE HOLDER IN PULL BOX TO LUMINAIRE (DETAIL A1791). DETAILS ON SHEET SL4.
- 2 PULL BOX PER UTILITY REQUIREMENTS DETAIL A1790 ON SHEET SL4. 1" PVC SCH 40 CONDUIT WITH 2-#12 AWG TYPE THHN/THWN CONDUCTORS & 1-#12 COPPER BOND, & 1-#6 COPPER BOND (FOR GROUNDING) FROM PULL BOX TO POLE HAND HOLE, PER UTILITY REQUIREMENTS. USE ONLY MATERIAL SUITABLE FOR TERMINATING ALUMINUM AND COPPER WIRING WHERE APPLICABLE.

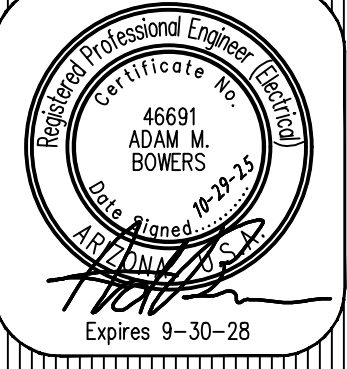


WRIGHT ENGINEERING
PROJECT NO:
21429
DESIGN BY: JBM
DRAWN BY: JBM
CHECKED BY: AMB

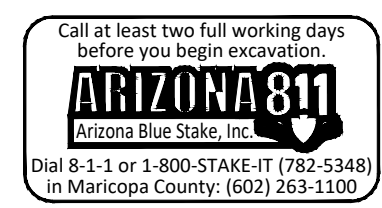
WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:
**AVONDALE, ARIZONA
ALAMAR PHASE 5
DYSART RD
STREET LIGHT PLAN**

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	OCT 2025	DECEL-LANE ADDED. STREET LIGHTS SHIFTED TO AVOID CONFLICT WITH CURB/SIDEWALK UPDATES.



DRAWING NO:
SL2
OF 8



THESE DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR MODIFIED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.
H:\2021\21429-Alamar Phase 5\21429-SL-09file.dwg

ITEM NUMBER: 4.m.

SUBJECT: Approval of an Infrastructure Reimbursement Agreement with Brookfield Lakin, LLC for Construction of a 16-Inch Water Line Along Dysart Road.

MEETING DATE: 6/15/2026

TO: Mayor and Council

FROM: Kimberly Moon, Engineering Director

THROUGH: Jennifer Stein, Assistant City Manager, (623) 333-1014

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Resilient Infrastructure & Transportation**

Avondale invests in safe and sustainable infrastructure, including water, roads, and utilities, and actively participates in regional planning and development.

PURPOSE:

City Council will consider a request to approve an Infrastructure Reimbursement Agreement with Brookfield Lakin, LLC for the construction of a 16-inch water line extension along Dysart Road and authorize the City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Brookfield Lakin, LLC is developing property within the City and, as part of the development improvements, will construct an extension of the 16-inch water line along Dysart Road. The proposed water line extension is necessary to support current and future water system demands in the area and will enhance overall system reliability and capacity. The Infrastructure Reimbursement Agreement establishes the terms and conditions under which Brookfield Lakin, LLC will design and construct the water line improvements and outlines the City's reimbursement obligations for eligible oversized infrastructure costs that provide broader public benefit beyond the developer's immediate project needs. The proposed improvement will expand water infrastructure capacity within the corridor and support future development consistent with the City's water master planning efforts.

DISCUSSION:

The proposed Infrastructure Reimbursement Agreement with Brookfield Lakin, LLC authorizes the construction of a 16-inch water line extension along Dysart Road to support current and future water infrastructure needs within the area. The water line improvement will enhance system reliability, increase water delivery capacity, and support planned growth and development along the corridor. The agreement establishes the terms and conditions under which Brookfield Lakin, LLC will design and construct the water line improvements, including

provisions for reimbursement of eligible oversized infrastructure costs that provide a broader public benefit beyond the immediate development. Approval of this agreement will allow the project to proceed in coordination with the City's water system planning objectives while supporting long-term infrastructure capacity and future development opportunities within the surrounding area.

The City will reimburse Brookfield Lakin, LLC for actual, documented, out-of-pocket costs attributable solely to the public improvements in accordance with the terms of the Infrastructure Reimbursement Agreement. The City's maximum reimbursement obligation under the agreement shall not exceed Seven Hundred Thirteen Thousand, Seven Hundred Sixty-One Dollars and Eighty-Six Cents (\$713,761.86), except as otherwise provided within the agreement. If the Developer's actual eligible costs are less than the maximum reimbursement amount, reimbursement shall be limited to the actual eligible costs incurred. Eligible costs include design and construction expenses associated solely with the public improvements, including contractor labor, materials, and directly attributable construction services as identified in the project Cost Summary.

Other than as provided in the agreement, the City will have no obligation to pay for the acquisition or financing of the public improvements.

BUDGET IMPACT:

Funding for this infrastructure reimbursement agreement is included in the FY2027 budget for Dysart Road Water Line project (U0485).

RECOMMENDATION:

Staff recommends that the City Council approve an Infrastructure Reimbursement Agreement with Brookfield Lakin, LLC for the construction of a 16-inch water line extension along Dysart Road. Staff further recommends authorizing the City Manager, City Attorney, and City Clerk to execute all necessary documents to finalize the agreement.

Contact person for document distribution: Jonathan Almanza, Kimberly Moon

**INFRASTRUCTURE REIMBURSEMENT
AGREEMENT**

This Infrastructure Reimbursement Agreement, made this _____ day of _____, 2026 (“Agreement”), by and between the **CITY OF AVONDALE**, a municipal corporation organized under the laws of the State of Arizona (the “City”) and **BROOKFIELD LAKIN, LLC**, a Delaware limited liability company, authorized to do business and doing business in Arizona (the “Developer”).

RECITALS

- A. Under Chapter 21 of the Avondale City Code, the City is empowered to acquire rights of way and to construct streets and related appurtenant facilities.
- B. The City has the authority to construct streets and related infrastructure including water lines and sewer lines and related ancillary facilities, and the City may pay for and accept public infrastructure constructed by private parties and reimburse such parties for the City’s actual and legitimate costs.
- C. Developer is developing certain real property generally located along the Dysart Road alignment south of Lower Buckeye Road and north of Southern Avenue, hereinafter referred to as the “Subject Development.”
- D. As part of the Subject Development, Developer is constructing a 16-inch water line along Dysart Road. A portion of the water line extends beyond the limits necessary to serve the Subject Development and provides a broader public benefit by connecting to existing City water infrastructure. As part of the Subject Development the Developer will construct an extension of the 16-inch water line along Dysart Road as described more fully below.
- E. The City has determined that the Public Improvements (defined below) constitute a general public benefit and now wishes to reimburse the Developer for the cost of constructing that portion of the 16-inch water line identified in Exhibit A, subject to the terms of this Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

**ARTICLE I
DEFINITIONS**

The foregoing Recitals are hereby made a part of this Agreement.

The following terms have the meanings as set forth herein, unless the context otherwise requires:

“*Agreement*” means this Infrastructure Reimbursement Agreement between the City of Avondale and Brookfield Lakin, LLC, including all exhibits and any amendment or supplement thereto that requires the Developer to construct certain Public Improvements as defined in this agreement.

“*Cost Summary*” means the table attached hereto as Exhibit B, which sets forth the actual bid costs, unit prices and quantities required for the Public Improvements. The sum of the items on the Cost Summary equals Seven Hundred Thirteen Thousand, Seven Hundred and Sixty-One Dollars and Eighty-Six Cents (\$713,761.86).

“*Developer*” means Brookfield Lakin, LLC and its related entities.

“*MCESD*” means the Maricopa County Environmental Services Department.

“*Payment*” means reimbursement in an amount equal to Developer’s actual, documented, out-of-pocket costs attributable solely to the Public Improvements, not to exceed Seven Hundred Thirteen Thousand, Seven Hundred and Sixty-One Dollars and Eighty-Six Cents (\$713,761.86), except as expressly provided in in Section 3.2(b) of this Agreement.

“*Plans*” means the plan set dated August 4, 2025, stamped and submitted by Wood Patel and approved by the City on November 20, 2025, attached hereto as Exhibit C.

“*Public Improvements*” means the design, installation and construction of a portion of the 16-inch water line and the roadway facilities required in order to construct the Dysart Road Infrastructure Water Plan (Alamar – Phase 5) identified in the Plans. Page two of the Plans shows the portion of the 16-inch water line included as the Public Improvements for which the City will reimburse the Developer. An excerpt from the Plans showing the Public Improvements is attached hereto as Exhibit A. The Public Improvements are a part of the larger Dysart Road Infrastructure Water Plan.

ARTICLE II AUTHORITY

Under the laws of the State of Arizona, the City has the authority to build and otherwise improve streets (ARIZ. REV. STAT. Sections 9-240B.3 and 9-500.13) and the City of Avondale code and the City has the authority to reimburse property owners and developers for the design and construction of municipal infrastructure including streets and appurtenant traffic control facilities which constitute a general benefit to the public and not a specific benefit to a parcel of property. The City and the Developer are entering into this Agreement to cooperate in the design and construction of the Public Improvements contemplated in the Agreement.

ARTICLE III REIMBURSEMENT FOR THE PUBLIC IMPROVEMENTS

3.1 *Reimbursement.* The City will reimburse Developer for Developer’s actual, documented, out-of-pocket costs attributable solely to the Public Improvements pursuant to the terms of this Agreement. The Payment represents the maximum reimbursement obligation of the City. Under no circumstances shall the City be obligated to reimburse the Developer in excess of Seven Hundred Thirteen Thousand, Seven Hundred and Sixty-One Dollars and Eighty-Six Cents (\$713,761.86) except as expressly provided in Section 3.2(b) of this Agreement. If the

Developer's actual eligible costs are less than the Payment, reimbursement shall be limited to the actual eligible costs incurred. Eligible costs shall include design and construction costs associated solely with the Public Improvements, including contractor labor, materials, and directly attributable construction services. The anticipated eligible costs are listed on the Cost Summary. Other than as provided in this Agreement, the City will have no obligation to pay for the acquisition or financing of the Public Improvements.

As a condition of reimbursement, Developer shall submit an updated and finalized Cost Summary signed by its authorized representative, contractor pay applications and invoices, proof of payments, lien waivers and such additional documentation reasonably requested by the City. Developer shall maintain all cost records for a period of three (3) years following reimbursement and shall make such records available to the City for audit upon reasonable notice.

3.2 Public Improvements.

- a. The Public Improvements shall be constructed in accordance with design criteria approved by the City, City standards and specifications, applicable MAG standards, all required permits, and ADEQ, MCESD and other regulatory requirements (the "Governing Requirements").
- b. The cost of the Public Improvements subject to reimbursement shall not exceed the sum of (a) Seven Hundred Thirteen Thousand, Seven Hundred and Sixty-One Dollars and Eighty-Six Cents (\$713,761.86), and (b) the actual, documented, out-of-pocket additional costs attributable to change orders required to the Plans as a result of (i) changes to the Governing Requirements, (ii) changes requested by the City after the date of this Agreement, (iii) changes necessitated by latent or concealed conditions that could not have been reasonably discovered by Developer or City prior to execution of this Agreement, or (iv) any combination of the foregoing.
- c. Upon completion of the Public Improvements by Developer, the City shall have thirty (30) days to inspect the Public Improvements for compliance with the Plans and the Governing Requirements. Upon completion of the inspection, City will deliver written notice to the Developer either: (1) approving construction and agreeing to accept conveyance of the Public Improvements; or (2) identifying the specific punch list of items that are not in accordance with the Plans or the Governing Requirements and that are to be corrected by Developer. It shall be the sole responsibility and cost of Developer to remedy any failures to comply with the Plans and the Governing Requirements. Upon certification by City's engineer that the Public Improvements meet the City standards and specifications, the City Engineer shall provide Developer with a copy of that certification.
- d. Upon receipt of the City Engineer's letter, Developer shall convey, or cause to be conveyed, the Public Improvements, shall assign, or cause to be assigned, all construction warranties relating to the Public Improvements, and shall deliver as-built drawings of the Public Improvements in City-approved format to the City. Developer shall also provide a copy of the completed Approval of Construction certification from MCESD, and an engineer's certification of completion for the Public Improvements. The City will accept

the Public Infrastructure within thirty (30) days after all punch list items have been completed.

- e. Ownership of the Public Improvements shall transfer upon written acceptance by the City. City shall make full payment of the Payment to Developer within thirty (30) days of such acceptance.
- f. Developer will give to City a one-year warranty for the Public Improvements against defects in workmanship and materials for a period of one (1) year from the date of City acceptance as provided in this Section 3.2. Developer shall repair or replace, at its sole cost, any defects discovered during the warranty period within thirty (30) days of written notice from the City. Nothing contained herein will prevent City or Developer from seeking recourse against any other third party for damage to the Public Infrastructure caused by such third party.

Article IV Insurance and Indemnification

4.1 *Insurance.* Prior to construction, Developer shall maintain and require its contractors to maintain commercial general liability insurance, automobile liability insurance, and workers' compensation insurance. Policies shall name the City as an additional insured for ongoing and completed operations. Certificates of insurance shall be provided to the City prior to construction.

4.2 *Indemnification.* To the fullest extent permitted by law, Developer shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all third-party claims, damages, losses, liabilities, and expenses arising out of or resulting from the construction of the Public Improvements, except to the extent caused by the negligence or willful misconduct of the City or the breach of this agreement by the City. Developer's obligation in this Section 4.2 shall extend beyond the termination of this Agreement until the date that is two (2) years after the City's acceptance of the Public Improvements and then terminate; provided, however, that any claims tendered to Developer during such period shall survive until finally resolved.

ARTICLE V DURATION

This Agreement shall commence on the above date indicated and shall terminate, along with all obligations hereunder that do not expressly survive such termination, upon expiration of the warranty period applicable to the Public Improvements and resolution of any outstanding claims.

ARTICLE VI MISCELLANEOUS

6.1 *Amendment.* No modification of this Agreement shall be deemed effective unless in writing and signed by both parties.

6.2. *Severability.* City and Developer each believe that this Agreement was executed, delivered and performed in compliance with all applicable laws. However, in the unlikely event that any phrase, clause, sentence, paragraph, section, article, or other portion of this Agreement is declared void or unenforceable by a court of competent jurisdiction (or is construed as requiring City to do any act in violation of any applicable laws, constitutional provision, law, regulation, or City Code), such provision will be deemed severed from this Agreement and this Agreement will otherwise remain in full force and effect; provided that this Agreement will retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic or otherwise) to the parties as if such severance and reformation were not required. The parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

6.3. *Governing Law.* This Agreement is to be governed by and interpreted in accordance with the laws of the State of Arizona.

6.4. *Time of the Essence.* Time is of the essence in this Agreement.

6.5. *Execution in Multiple Counterparts.* This Agreement may be executed in multiple counterparts, each of which constitutes a completed document.

6.6. *Effective Date.* This Agreement takes effect on its execution by the City and the Developer.

6.7. *Terms.* Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person may in the context require.

6.8. *Descriptive Headings.* The descriptive headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

6.9. *Third Party Beneficiary.* None of the terms or provisions of this Agreement shall be deemed or construed to create any third party beneficiary rights to any person who is not a party hereto unless expressly otherwise provided.

6.10. *Notice.* Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (3) given to a recognized and reputable overnight delivery service, to the address set forth below or (4) delivered by facsimile transmission to the number set forth below:

If to the City: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Facsimile: (623) 333-0100

Attn: Ronald Corbin, City Manager

With copy to: Office of the City Attorney
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Nicholle Harris, City Attorney.

If to Developer: Brookfield Lakin LLC
c/o Brookfield Residential (Arizona)
14648 N. Scottsdale Road, Suite 290
Scottsdale, Arizona 85254
Attn: Eric Tune

With copy to: Biskind Hunt & Semro, PLC
8901 East Pima Center Pkwy., Suite 225
Scottsdale, Arizona 85258
Attn: Neil D. Biskind and Jonathan D. Loe

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, registered or certified, properly addressed, with sufficient postage, (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (4) when received by facsimile transmission during the normal business hours of the recipient. All copies to the applicable persons or entity(ies) designated above to receive copies shall be given in the same manner as the original notice, and such giving shall be a prerequisite to the effectiveness of any notice.

6.11. *Attorneys' Fees.* In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, to recover its costs and expenses, including without limitation, reasonable attorneys' fees, expert witness fees and investigators' fees, which shall be determined by the court if the matter is litigated or otherwise in a separate action brought for that purpose.

6.12. *Public Funds Law.* Nothing herein shall be construed or enforced in a manner that violates applicable Arizona law regarding public funds.

6.13. *Cancellation.* This Agreement may be cancelled by the city pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ARE ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Developer and the City Manager on behalf of the City of Avondale have each executed this Infrastructure Reimbursement Agreement.

CITY OF AVONDALE

By: Ronald Corbin
Its: City Manager

Approved as to Form

Nicholle Harris, City Attorney

BROOKFIELD LAKIN, LLC “Developer”

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2026,
by _____, as _____ of BROOKFIELD LAKIN,
LLC, a Delaware limited liability company, on behalf of the Developer.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2026,
by _____, as _____ of BROOKFIELD LAKIN,
LLC, a Delaware limited liability company, on behalf of the Developer.

Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
 TO INFRASTRUCTURE REIMBURSEMENT AGREEMENT
 BETWEEN THE CITY OF AVONDALE AND
 BROOKFIELD LAKIN, LLC

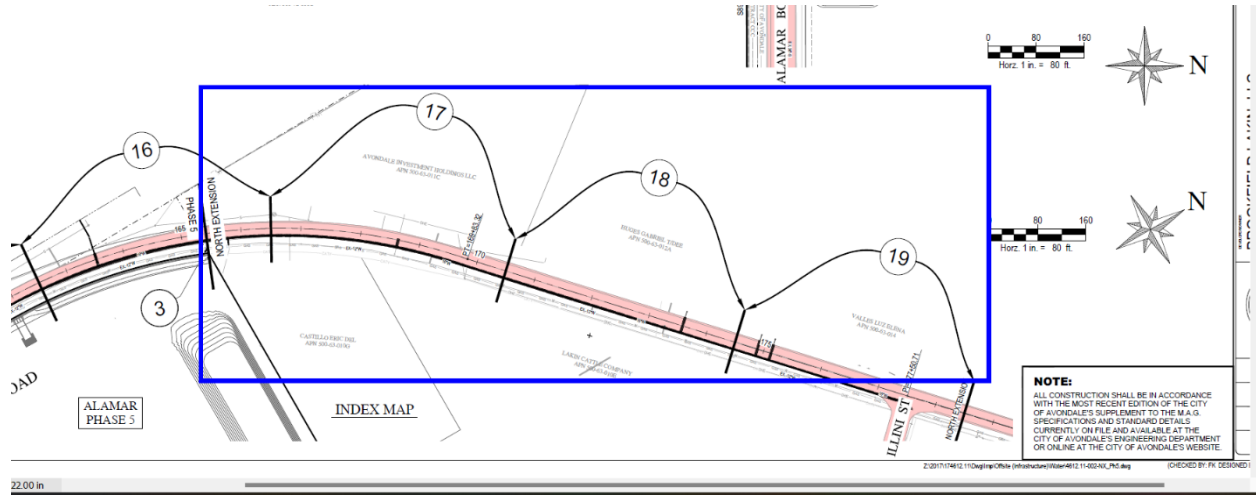


EXHIBIT B
TO INFRASTRUCTURE REIMBURSEMENT AGREEMENT
BETWEEN THE CITY OF AVONDALE AND
BROOKFIELD LAKIN, LLC

[Cost Summary]

EXHIBIT C
TO INFRASTRUCTURE REIMBURSEMENT AGREEMENT
BETWEEN THE CITY OF AVONDALE AND
BROOKFIELD LAKIN, LLC

[Approved Plans]

ITEM NUMBER: 5.a.

SUBJECT: Resolution 1049-0626 - Setting the Fiscal Year 2027 Primary and Secondary Property Tax Levy

MEETING DATE: 6/15/2026

TO: Mayor and Council

FROM: Renee Weatherless, Finance & Budget Director

THROUGH: Ron Corbin, City Manager, (623) 333-1011

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

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

PURPOSE:

City Council will consider a request to adopt Resolution 1049-0626, setting the primary and secondary property tax levy for the fiscal year ending June 30, 2027, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

As required by City Charter, Article VI, Section 6 and A.R.S §42-17151, the Council must fix, levy and assess the amount to be raised by property taxes as proposed in the annual budget by the third Monday in August. In compliance with A.R.S. §42-17104, a public hearing was held on June 1, 2026 to solicit public input on the final budget and proposed tax levy.

DISCUSSION:

Based on the amounts presented in the final adopted budget, the City will not levy the maximum allowable primary property tax levy for the fiscal year ending June 30, 2027. The primary property tax levy will be utilized to fund general government operations as allowed by State Law. The maximum primary property tax levy is \$4,617,815. However, the City chose not to increase the primary property tax levy and was not required to hold a Truth in Taxation hearing. The City will levy \$4,527,130 in primary property taxes. Based on the assessed valuation provided by Maricopa County, the primary property tax rate is \$0.5813 per \$100 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation.

The secondary tax levy will be utilized for the retirement of principal and payment of interest on general obligation bonds of the City as allowed by State Law. The secondary property tax levy is fixed at \$6,837,490. The secondary property tax rate is \$0.8779 per \$100 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation.

The total estimated tax rate for FY2027 is \$1.4592 per \$100 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation. The total tax levy is \$11,364,620.

BUDGET IMPACT:

The primary and secondary tax levies provide necessary resources needed to fund operations and pay debt service. The adoption of the primary and secondary tax levies is the final step in adopting the FY2027 budget.

RECOMMENDATION:

Staff is requesting that Council adopt a resolution setting the primary property tax levy in the amount of \$4,527,130 and the secondary property tax levy in the amount of \$6,837,490 for the fiscal year ending June 30, 2027.

Contact person for document distribution: Greg Luethje and Irma Gonzalez

RESOLUTION NO. 1049-0626

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF AVONDALE SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH \$100.00 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS; AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING JUNE 30, 2027; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Council of the City of Avondale (the “City Council”) is required by ARIZ. REV. STAT. §§ 42-17151 and 42-17253 to adopt, by resolution, an annual tax levy based upon the rate to be assessed per each \$100.00 of valuation of property within the corporate limits of the City of Avondale (the “City”); and

WHEREAS, the property taxpayers of the City have been notified of an increase in the primary property tax levy as required by ARIZ. REV. STAT. § 42-17107; and

WHEREAS, by the provisions of State Law, the resolution levying taxes for fiscal year 2026-2027 is required to be finally adopted on or before the third Monday in August and not less than 14 days after a hearing thereon; and

WHEREAS, the required hearing was held and the City’s annual budget was adopted by Resolution No. 1041-0626 at a meeting of the City Council held on June 1, 2026, at least 14 days prior to adoption of this Resolution No. XXXX-0626; and

WHEREAS, Maricopa County is the assessing and collecting authority for the City.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. There is hereby levied on each \$100.00 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a primary property tax rate of \$0.5813 (or such other amount as deemed necessary by the Maricopa County Treasurer to be sufficient to raise the sum of \$4,527,130), the

maximum levy allowed by law for the fiscal year ending on June 30, 2027.

SECTION 3. In addition to the rate set in Section 2 hereof, there is hereby levied on each \$100.00 of assessed valuation of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a secondary property tax rate of \$0.8779 (or such other amount as deemed necessary by the Maricopa County Treasurer to be sufficient to raise the sum of \$6,837,490) for the purpose of providing bond interest and redemption funds for General Obligation Bond debt service for the fiscal year ending June 30, 2027.

SECTION 4. Failure by the officials of Maricopa County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment or sale by which the collection of the same may be enforced shall not affect the lien of the City upon such property for the delinquent taxes unpaid thereon, and no overcharge as to part of the taxes or of costs shall invalidate any proceedings for the collection of taxes or the foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 5. The City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Maricopa County Board of Supervisors.

SECTION 6. If any provision of this Resolution is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 7. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
June 15, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney