



City of Avondale
City Council Meeting
Tuesday, February 18, 2020

Mayor and Council

Kenn Weise, Mayor

Pat Dennis, Vice Mayor

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

Administration

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

City Council Chambers

11465 West Civic Center Drive
Avondale, AZ 85323



City Council Meeting
Agenda
Tuesday, February 18, 2020

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

WORK SESSION
6:00 PM

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. APS UPDATE ON NEW TRANSMISSION LINES

A representative from Arizona Public Service (APS) will provide an update to City Council on potential alignments of new transmission lines.

3. OPERATING BUDGET DISCUSSION

This presentation will give a general overview of the City's operating budget as part of the FY2021 budget preparation process.

4. ADJOURNMENT

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

REGULAR MEETING

7:00 PM

CALL TO ORDER BY MAYOR PLEDGE OF ALLEGIANCE MOMENT OF REFLECTION

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

2. UNSCHEDULED PUBLIC APPEARANCES

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

3. CONSENT AGENDA

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

a. MINUTES

City Council will consider a request to approve the December 9, 2019 and December 16, 2019 City Council Meeting Minutes. The Council will take the appropriate action.

b. SERIES 04 (WHOLESALE) LIQUOR LICENSE - ORVO VODKA

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 04 (Wholesale) License submitted by Jami Richard Van Swearingen to store the brand's vodka upon transport from California inside a fifty (50) square foot unit in the Storage Solutions mini-storage located at 1429 North Eliseo C. Felix Jr. Way, in Avondale and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. RESOLUTION NO. 1010-0220 - APPROVAL OF 2021 - 2023 HOME CONSORTIUM FUNDING INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY

City Council will consider a request to adopt Resolution 1010-0220 authorizing the City to enter into an Intergovernmental Agreement with Maricopa County and other municipalities in the Valley relating to the Home Investment Partnership Program, and authorize the City Manager, the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTION NO. 1011-0220 - AMENDMENT NUMBER TWO TO AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE VAN BUREN MULTI-USE PATH PROJECT

City Council will consider a request to adopt Resolution No. 1011-0220 authorizing Amendment Number 2 to the Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) to allow ADOT to oversee the construction of the Van Buren Multi-Use Path Project, authorize the necessary budget transfers and authorize the Mayor, or City Manager and City Clerk, to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION NO. 1012-0220 - AMENDMENT NO. THREE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA THROUGH THE DEPARTMENT OF TRANSPORTATION FOR THE AGUA FRIA MULTI-USE PATH

City Council will consider a request to adopt Resolution No. 1012-0220 approving Amendment No. Three to the Intergovernmental Agreement with the State of Arizona, through the Department of Transportation, to designate the State as the City's agent to obtain federal funds for the construction of the Agua Fria Multi-Use Path, and authorize the Mayor, or City Manager and City Clerk to execute the appropriate documents. The Council will take appropriate action.

4. REGULAR AGENDA

a. PUBLIC HEARING - COSTCO #691 FUEL FACILITY - CONDITIONAL USE PERMIT - APPLICATION PL-19-0199

City Council will hold a public hearing and consider a request by Charles Moseley, Barghausen Consulting Engineers Inc., for approval of a Conditional Use Permit (CUP) to allow a gas station in the Gateway Pavilions Planned Area Development (PAD) zoning district. The gas station use is proposed on a 17.9 gross acre site, currently developed with a Costco gas station, retail store, and parking lot located approximately 440 feet north of the northwest corner of 99th Avenue and McDowell Road. The subject property is zoned Gateway Pavilions PAD, which allows for use of the subject property in accordance with the permitted uses in the City's C-2 (Community Commercial) zoning district; City Council approval of a Conditional Use Permit is required for a gas station in the C-2 district. The Council will take appropriate action.

b. PUBLIC HEARING - OLD BASELINE ROAD ALIGNMENT/ARIZONA STATE TRUST LAND ANNEXATION - APPLICATION PL-19-0276

City Council will hold a public hearing for the proposed annexation of approximately 9.55 acres of Arizona State Trust Land generally located along the Old Baseline Road alignment and Indian Springs Road, from El Mirage Road to Avondale Boulevard. The Council will conduct a public hearing, no vote will be taken at this time.

5. ADJOURNMENT INTO EXECUTIVE SESSION

The Council to consider a request to adjourn the Regular Meeting and hold an executive session pursuant to: (a) Ariz. Rev. Stat. § 38-431.03(A)(3) for discussion or consultation for legal advice with the City Attorney; and (b) Ariz. Rev. Stat. § 38-431.03(A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding the public body's position regarding potential litigation.

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

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

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

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

CITY COUNCIL REPORT

SUBJECT: APS update on new transmission lines

MEETING DATE: 2/18/2020

TO: Mayor and Council

FROM: Jessica Blazina, Intergovernmental Affairs Administrator, 623.333.1612

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

PURPOSE:

A representative from Arizona Public Service (APS) will provide an update to City Council on potential alignments of new transmission lines.

BACKGROUND:

Arizona Public Service met with City of Avondale Staff to provide information regarding the need to site two separate 230,000 volt (230 kV) power line corridors in order to serve a future data center in Goodyear and overall growth in the west valley. APS has met with local jurisdictions and other stakeholders within the study area to discuss the purpose and need of the project and to acquire the feedback and support.

DISCUSSION:

New 230kV power lines will be routed from an existing 230kV power line located along the Agua Fria River in Avondale, approximately 3-5 miles (depending on final location) to the project site in Goodyear. Engineering & environmental studies to determine appropriate power line routes are underway, and an important component of the siting process is to receive input from residents, business and property owners, and community stakeholders within the study area. Newsletters will be mailed to property owners within the study area to introduce the project and invite them to attend one of the public open houses, to be held February 19th at the Collier Elementary School in Avondale, and February 20th at the Centerra Mirage STEM Academy in Goodyear. Attendees will have the opportunity have one-on-one discussions with APS representatives to learn more about the project and provide feedback regarding the aspects of the project. A second round of open houses may be required later in 2020, prior to selecting the preferred route options. The selected route alternatives will then go through a public hearing process (estimated for Fall 2020) in order to obtain authorization from the Arizona Corporation Commission (ACC). Additional information and opportunity for comments are available on the Three Rivers 230kV Power Line Project website at www.aps.com/siting. APS will continue to provide updates to the Avondale City Council and city leadership as the project develops.

BUDGET IMPACT:

There is no budgetary impact.

RECOMMENDATION:

This item is for information and discussion only.

CITY COUNCIL REPORT

SUBJECT: Operating Budget Discussion

MEETING DATE: 2/18/2020

TO: Mayor and Council

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

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

PURPOSE:

This presentation will give a general overview of the City's operating budget as part of the FY2021 budget preparation process.

BACKGROUND:

This is the third in a series of presentations regarding the development of the fiscal year (FY) 2021 budget. This presentation will give a general overview of the City's operating budget. Emphasis will be placed on the general fund and other funds primarily used to fund the delivery of services.

DISCUSSION:

The information presented will lead to future discussions around the FY2021 budget. These discussions will assist the Mayor and Council in making informed decisions about the City's operations.

BUDGET IMPACT:

The information presented is intended to encourage discussions which will lead the development of the FY2021 budget.

RECOMMENDATION:

This item is for information and discussion only

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 2/18/2020

TO: Mayor and Council

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

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

PURPOSE:

City Council will consider a request to approve the December 9, 2019 and December 16, 2019 City Council Meeting Minutes. The Council will take the appropriate action.

BACKGROUND:

n/a

DISCUSSION:

n/a

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the December 9, 2019 and December 16, 2019 City Council Meeting Minutes.

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
December 9, 2019

A **Work Session** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 6:02 p.m.

Members Present: Mayor Kenn Weise and Council Members Tina Conde, Veronica Malone, Curtis Nielson, and Mike Pineda.

Members Absent: Vice Mayor Pat Dennis and Council Member Bryan Kilgore.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Tracy Stevens, Deputy City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Cindy Blackmore, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Jeff Case, Fire Chief; Lindsey Duncan, Finance and Budget Director; Kirk Haines, Parks and Recreation Director; Dale Nannenga, Police Chief; Cherlene Penilla, Human Resources Director; and Jeffrey Scheetz, Chief Information Officer.

Audience: Approximately five members of the public were present.

1 ROLL CALL BY THE CITY CLERK

2. HISTORIC AVONDALE MARKET ANALYSIS FOR THE PROPOSED HISTORIC AVONDALE SPECIFIC PLAN

Aaron White, Employment and Business Professional with the Economic Development Department, presented an update and request feedback from City Council on the Historic Avondale Market Analysis. Presentation by Mr. White included the following:

The market analysis is the first step in the specific planning process. The Specific Plan will study the areas of Historic Avondale, Cashion, Las Ligas and Rio Vista. This will include a branding component and marketing strategy. Substantial investment has occurred in Historic Avondale neighborhoods in the last 20 years, including more than \$50 million in capital programs and infrastructure. Implemented policies and programs include Infill Overlay Zoning District, Infill Incentive District, Cashion Business District, New Markets Tax Credits and Small Business Improvement Programs. The Mayor and City Council have made CDBG Residential Investments a priority to remediate blighted properties.

A number of public engagement strategies have been employed. In September, a broker and investor tour was hosted with approximately 12 individuals in attendance. In October, a residents and business tour was held. Staff in Neighborhood and Family Services have conducted survey outreach with area stakeholders. The City contracted with Elliott Pollack to perform a market analysis of the revitalization areas.

In terms of the results of public engagement to date, brokers and investors were very complimentary of City staff and processes. They emphasized the need for patience and

long-term planning for the area. Ongoing marketing of the area is needed. There have been a number of successes, including Bridgewater Assisted Living, Carolina's and new industrial development. In Cashion, the recommendation is to look at the area north of MC 85 to pursue possible annexation along the railroad track. In Las Ligas and Rio Vista, there is potential market support for a grocery-anchored development at Lower Buckeye and Avondale Boulevard. In Historic Avondale, it was noted that there are great restaurants and destinations, however, they are spread out for such a large area. There needs to be more of a clustering and synergy in a smaller geographic area. Other recommendations include the continued emphasis on Western Avenue as the hub with more multifamily development.

For the business and resident tour, there were similar comments. Recommendations included ongoing marketing and branding of the area. Specific recommendations included having signage that co-brands the Historic Neighborhood with the City of Avondale. They recommended a park or small retail development on the city-owned property located at 111th and Pima. In Las Ligas and Rio Vista, the recommendation was for additional townhomes, single family homes and residential development. In Historic Avondale, they continued to stress the need for public safety presence as well as more residential development.

The market analysis from Elliott Pollack made the following recommendations:

- Encourage high density residential and enhance neighborhoods with infill and renovation.
- Conduct more public events.
- Identify Western Avenue as the key investment area for restaurants and retail.
- Look towards Dysart Road between Western and Riley as a potential gateway to Western Avenue.
- Encourage pride of ownership and attract smaller neighborhood retail.
- Identify and obtain key vacant parcels for future development.

Market analysis considerations including the following:

- Maintaining patience and having a density increase in the 3 to 5-mile radius for new development.
- Addition of the entertainment district at the BLVD could be a competing factor.

The market analysis included case studies for both Gilbert and Chandler as success stories in the region that can be looked to as examples. Both included aggressive economic development strategies with city land acquisition. In 1989, the Heritage District Redevelopment area was designated in Gilbert. In Chandler, the redevelopment area was designated in 1995. There has been success taking off in these two historic areas over the last five years.

The question for consideration in terms of Avondale is: What type of development does City Council envision in this specific planning area? Some options include: high Density/Multi-family throughout, small, Arizona-owned restaurants and retail shops, and single-family homes.

Next steps in the process include:

- January: Ad-Hoc meeting with stakeholders
- March: Community meeting
- March: Neighborhood and Family Services Commission
- April/May: Work sessions – Planning Commission/City Council
- June: City Council Specific Plan Adoption

Mr. White asked what type of development City Council envisions in the Specific Plan area.

Mayor Weise stated that for as long as he has been on City Council, the discussion has focused on at what point City investment yields to private investment. Public dollars can only go so far. He stated public dollars have been invested in libraries, streets, sewers sidewalks, beautification of areas, and installing key public facilities. The three districts are very different, and their approach is very different. There must be a complete buy-in from the private community. He noted the Make a Difference Day and stated there needs to be more of that for the community in the area. He noted Downtown Gilbert as an example of a successful historic area for a similar municipality. He asked other Council Members to consider what the City has done well in the past and what they anticipate the City doing well with in the future, specifically to Council Members Malone and Pineda who have grown up in Avondale.

Council Member Pineda stated that he has seen a positive change on Western Avenue in that although there are not true entertainment-type destination points, the new restaurants are helping to create it as a destination point to a certain extent. This is a good starting point and there is potential going forward. One important strategy will be wayfinding and signage. He also expressed belief that there is capacity for many different destination points. He stated the importance of having a starting point similar to the marketing efforts made for the BLVD and at 99th Avenue and McDowell.

Mayor Weise opinioned that the people living and investing in Historic Avondale area should decide what the area will be, instead of City Council. He agreed with Council Member Pineda that the wayfinding signs are important.

Council Member Malone agreed with the need for wayfinding signage, especially coming off Festival Fields Park. Continued code enforcement to beautify the properties and increased lighting in the area is important. She stated that she had spent eight hours on one occasion walking down Western Avenue talking with residents and business owners. They expressed three main areas of focus: 1) caring about the City as a whole; 1) helping to beautify the area via code enforcement; and 3) a police presence. The change must come from the community as organic growth and development. It is also important to leverage the success of restaurants such as Laura's Burgers, which has been featured in four magazines in the last year and listed as 14th best burger in the nation and number one in Arizona. For the Las Ligas area, she would like to see a business adjacent to Family Dollar. A major challenge for the area is in housing. Having branding signage welcoming visitors to Cashion would also be helpful.

Mayor Weise noted there has been discussion for many years regarding having lights on Western Avenue as well as a monument sign. He posed the question to Council Members about how the City makes this a destination point.

Council Member Conde noted the importance of culture. The community members themselves must have buy-in. In thinking outside the box, restaurants in the area could host events for tamale and tortilla making. A food and beverage crawl would also bring awareness to the area. Another possibility is a First Friday event, as held in other cities. When high schools and students become involved, attendance multiplies. There is a sense of pride in the area, however the residents just need some guidance. She suggested finding people within the community who would like to become park ambassadors. The ambassador could assume some accountability for community engagement. Lastly, she expressed interest in a museum to honor historic residents.

Mayor Weise commented that a museum in the area does not have to include a huge building but rather tell the Avondale story with signage. He suggested working with residents in the area to see if they would be interested in putting their items on display.

Council Member Malone mentioned an active food market in the area and suggested the city help promote events like that. She also suggested including the business owners in community events instead of adding the fencing where they are outside of the events.

Council Member Nielson agreed with the need for signage. He noted that there are parks in these areas and that movie nights could be held. Overall, community outreach is a high priority and the residents already have the pride of their community.

Mayor Weise summarized the suggestions, stating signage is important as well as lighting along Western Avenue.

Charles Montoya, City Manager, stated that staff can return in January to provide general ideas towards accomplishing these specific goals. He stressed the importance of engagement of business owners and residents in the area.

3 ADJOURNMENT

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

Upon vote, the motion was carried unanimously 5 to 0.

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Mayor Weise	Aye

Meeting adjourned at 6:40 p.m.

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 6:40 p.m.

Mayor Kenn Weise led the Pledge of Allegiance followed by a moment of silent reflection in remembrance of the military personnel wounded at the shooting in Florida this week.

Members Present: Mayor Kenn Weise and Council Members Tina Conde, Veronica Malone, Curtis Nielson, and Mike Pineda.

Members Absent: Vice Mayor Pat Dennis and Council Member Bryan Kilgore.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Tracy Stevens, Deputy City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Cindy Blackmore, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Jeff Case, Fire Chief; Lindsey Duncan, Finance and Budget Director; Kirk Haines, Parks and Recreation Director; Dale Nannenga, Police Chief; Cherlene Penilla, Human Resources Director; and Jeffrey Scheetz, Chief Information Officer.

Audience: Approximately 15 members of the public were present.

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

2. UNSCHEDULED PUBLIC APPEARANCES

Mr. Jeff Uber, local resident, requested a Council Meeting be hosted at the Sam Garcia Western Avenue Library. In response to a question from Mayor Wiese, Mr. Montoya stated staff intends on bring City Council meetings to different venues in the upcoming months.

3. CONSENT AGENDA

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

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

Upon vote, the motion carried unanimously 5 to 0.

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Mayor Weise	Aye

a. MINUTES

City Council approved the November 12, 2019 City Council Meeting Minutes.

b. PLANNING COMMISSION MEETING SCHEDULE CHANGE

City Council approved a request to move the monthly Planning Commission meeting from the third Thursday each month to the third Wednesday of each month.

c. ESTABLISHMENT OF AN AD HOC CITIZENS QUALITY OF LIFE COMMITTEE

City Council approved a request to establish an Ad Hoc Citizens Quality of Life Committee to prepare for the upcoming local elections and explore solutions to enhance the quality of life to the residents of the City of Avondale and authorize the City Clerk to make appointment recommendations to City Council.

d. RESOLUTION 3598-1219 - BYLAWS OF THE NEIGHBORHOOD AND FAMILY SERVICES COMMISSION

City Council adopted Resolution 3598-1219 amending the bylaws of the Neighborhood and Family Services Commission, adding the library division and providing for several administrative changes and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

e. USE OF CONTINGENCY FUNDS FOR CIVIC CENTER ANNEX BUILDING CONSTRUCTION MANAGER AT RISK SERVICES

City Council approved a budget amendment for expenditure authority from the Grant Contingency Fund in the amount of \$119,938 to establish a new CIP project, the Civic Center Annex Building, authorizing the complete design, construction and project management services for a new 20,000 S.F two story office building on the Civic Center campus and authorized the City Manager and City Clerk to execute the necessary documents, including a Construction Manager At Risk Agreement with Haydon Building Corporation for pre-construction services.

f. USE OF CONTINGENCY FUNDS FOR CIVIC CENTER ANNEX OFFICE BUILDING DESIGN SERVICES

City Council approved the transfer of expenditure authority from the Grant Contingency Fund in the amount of \$1,205,500 to establish a new CIP project, the Civic Center Annex Building, authorizing the complete design services for a new 20,000 S.F two story office building on the Civic Center campus and authorized the City Manager and City Clerk to execute the necessary documents, including a Professional Services Agreement with Architekton, Inc.

g. CONTRACT AWARD WITH RUMMEL CONSTRUCTION FOR MCDOWELL RECHARGE BASIN SEDIMENTATION REMOVAL

City Council approved a Contract with Rummel Construction, Inc. for McDowell Recharge Basin Sedimentation and Berm Removal in the amount of \$175,442; approved a budget amendment in the amount of \$41,591; and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

h. ORDINANCE 1711-1219 107TH AVENUE (VERDE TRAILS) DEANNEXATION

City Council adopted Ordinance 1711-1219 de-annexing 32 feet of City right-of-way previously dedicated to the City by the Master Plat for Verde Trails Unit I Phase I and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents. The approximately 1.84-acre property is a segment of right-of-way along 107th Avenue south of Broadway Road, about 150 feet north of Roeser Road.

i. ORDINANCE 1714-1219 DEDICATING A WATER LINE AND ACCESS EASEMENT TO THE CITY OF GOODYEAR IN AVONDALE BOULEVARD, ELWOOD STREET AND ON CITY OWNED PROPERTY SOUTH OF FESTIVAL FIELDS.

City Council adopted Ordinance 1714-1219 dedicating a Water Line and Access Easement to the City of Goodyear in Avondale Boulevard, Elwood Street and on City owned property south of Festival Fields and authorized the Mayor or City Manager, and the City Clerk to execute the necessary documents.

j. RE-PLAT OF VERDE TRAILS UNIT I, PARCEL 3 - APPLICATION PL-19-0242

City Council approved a request by Mr. Paul Haas, HILGARTWILSON, LLC, for approval of a Re-Plat of Verde Trails Unit I, Parcel 3, approximately 27.26 gross acres located west of the southwest corner of 107th Avenue and Broadway Road. The proposed Re-Plat eliminates an unneeded 20'x176' sewer easement in Tract M. Except for elimination of the sewer easement, no other modifications are proposed to the Parcel 3 Final Plat approved by City Council in May 2019.

k. RE-PLAT OF VERDE TRAILS UNIT I, PARCEL 4 - APPLICATION PL-19-0243

City Council approved a request by Mr. Paul Haas, HILGARTWILSON, LLC, for approval of a Re-Plat of Verde Trails Unit I, Parcel 4, approximately 25.82 gross acres located west of the southwest corner of 107th Avenue and Broadway Road. The proposed Re-Plat eliminates an unneeded 20'x149' sewer easement in Tract A. Except for elimination of the sewer easement, no other modifications are proposed to the Parcel 4 Final Plat approved by City Council in May 2019.

l. RE-PLAT OF "99TH & ENCANTO" FOR AVONDALE STATION (FORMERLY VIRTUA99) - APPLICATION PL-19-0230

City Council approved a request by Mr. Shaine Alleman, Tiffany & Bosco, P.A., for approval of a Re-Plat of "99th & Encanto" for Avondale Station (formerly Virtua99), approximately 59.77 gross acres located north of the northwest corner of 99th Avenue and McDowell Road. In conformance with the approved Avondale Station/Virtua99 Planned Area Development (PAD), the proposed Re-Plat divides the subject property into seven lots, dedicates 99th Avenue half-street right-of-way, and dedicates tracts for private streets and public and private easements to serve the future development.

m. RE-PLAT OF CITY OF AVONDALE "RILEY PROPERTY" - AVONDALE RESOURCE CENTER

City Council approved a City initiated request for approval of a Re-Plat of the "Riley Property", approximately 9.94 acres of City-owned land located at the southwest corner of Riley Drive and 10th Street. The proposed Re-Plat will reconfigure three existing lots into two lots, one for development of the City's new Resource Center, and the second for future

development. The proposed Re-Plat also dedicates right-of-way triangles at the southwest corner of Riley Drive and 10th Street and the northwest corner of Western Avenue and 10th Street.

Note: The order in which the Regular Agenda items appear in the minutes is not the order in which they were discussed in the meeting.

Note: The City Council took a recess at 6:52 p.m. and reconvened at 7:00 p.m.

4 REGULAR AGENDA

a. PUBLIC HEARING AND RESOLUTION 3596-1219 - MINOR GENERAL PLAN LAND USE MAP AMENDMENT FOR AVONDALE 50 - APPLICATION PL-19-0159

City Council held a public hearing and considered a request by Mr. Shaine Alleman, Tiffany & Bosco, P.A., to adopt Resolution 3596-1219 approving a Minor Amendment to the Avondale General Plan 2030 Land Use Map for Avondale 50, a proposed 50.56 gross acre planned commerce park development at the northwest corner of 119th Avenue and Corporate Drive. The proposed Minor General Plan Amendment, if approved, will amend the General Plan 2030 Land Use Map designation for the property from High Intensity Office to Business Park. The requested Business Park category accommodates development of campuses for light manufacturing, corporate commerce, office, research and development, limited warehouse and distribution uses, and other similar light industrial uses.

Ken Galica, Division Lead Planner, described the property size and characteristics. Surrounding land uses are predominantly undeveloped property, with the exception of Desert Springs Village to the south. The property has frontage on I-10 and Corporate Drive. It was annexed in 1978 and rezoned from AG to PAD Avondale Spectrum in 2008. It was reverted from PAD to AG in 2011. The current designation is High Intensity Office. The proposed General Plan designation is Business Park, which allows for a range of office and lighter industrial.

Mr. Galica reviewed the proposed Avondale 50 PAD, consisting of three buildings, A, B and C. The Proposed GPA allows for a few heavier uses, such as warehousing and distribution only in Building B and up to 50 percent of Building A. Due to proximity to residential, Building C will be limited to lighter industrial enclosed uses. The building presentation is higher upscale office appearance. The architect has incorporated colored blocks into the design which will be illuminated to project Avondale's four bright colors to those driving by. The design will incorporate a series of trails as well as outdoor dining and pedestrian nodes, where employees may have their lunch.

All developers are required to complete offsite improvements adjacent to their properties, which would entail 119th Avenue and Corporate Drive at the location. Because there will be truck traffic, it was determined that a secondary point of access would be warranted directly to Fairway Drive. The developer will construct the north half of Corporate Drive to Fairway Drive. Staff believes that the proposed General Plan amendment will result in development that is compatible with existing single-family residential use to the south as well as the BLVD development and other area uses. It furthers the General Plan and Freeway Corridor-

specific plan goals related to job creation in the Freeway Corridor. All development standards, building setbacks and landscape requirements exceed zoning ordinance requirements.

The required notifications were complete for all meetings in the process. A neighborhood meeting on October 10th was unattended. There were six viewers to the aVOICE digital commenting tool, but no comments. There was one call from the treasurer of the Desert Springs Village HOA, who was concerned with potential truck traffic. However, she was not aware that Corporate Drive is to be extended; this information alleviated much of her concern. The Planning Commission recommended unanimous approval of the GPA and rezoning on November 21st.

Mayor Weise opened the public hearing and received no requests to speak from the public. Mayor Weise closed the public hearing and opened the floor for comments from Council.

Mayor Weise expressed his appreciation to the applicant for creating a buffer for the housing community. He likes the design of the building and notes that the developer listened to the comments from City staff and City Council in terms of buffering the warehousing from I-10. He also stated he liked the lights and block features on the building.

In response to a question from Council Member Nielson, Mr. Galica confirmed that Corporate Drive will be extended to the west to meet up with Fairway.

Council Member Conde expressed appreciation for the development's aesthetics as well as the healthy lifestyle for the employees in terms of open space and trails.

Council Member Nielson moved to adopt Resolution 3596-1219, approving Application PL-19-0159 Avondale 50, a request for a Minor Amendment to the General Plan 2030 Land Use Map changing the Land Use designation of the subject property to Business Park; Council Member Conde seconded the motion.

Upon vote, the motion was carried unanimously 5 to 0.

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Mayor Weise	Aye

b. PUBLIC HEARING AND ORDINANCE 1713-1219 - REZONING FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) FOR AVONDALE 50 – APPLICATION PL-19-0160

City Council held a public hearing and considered a request by Mr. Shaine Alleman, Tiffany & Bosco, P.A., to adopt Ordinance 1713-1219 rezoning 50.56 gross acres located at the northwest corner of 119th Avenue and Corporate Drive from Agricultural (AG) to Planned Area Development (PAD). The proposed Avondale 50 PAD will allow a mix of light industrial and commercial uses based on the City's Commerce Park (CP) zoning district, with

allowances for heavier uses such as warehousing and distribution on portions of the site where those uses will have the least impacts on surrounding properties. Development will take the form of a campus, featuring multiple buildings of varying sizes. A request to change the General Plan 2030 Land Use Map designation of the property from High Intensity Office to Business Park will be considered separately.

The presentation for this item was included under Agenda Item 4A.

Mayor Weise opened the public hearing and received no requests to speak from the public. Mayor Weise closed the public hearing and opened the floor for comments from Council. There were no comments from Council.

Council Member Conde moved to accept the findings and adopt Ordinance 1713-1219, approving Application PL-19-0160 Avondale 50, a request to rezone approximately 50.56-acre from Agricultural (AG) to Planned Area Development (PAD), subject to thirteen (13) recommended conditions of approval as listed in the staff report; Council Member Malone seconded the motion.

Upon vote, the motion was carried unanimously 5 to 0.

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Mayor Weise	Aye

c. PUBLIC HEARING AND ORDINANCE 1712-1219 – MAJOR PLANNED AREA DEVELOPMENT (PAD) AMENDMENT FOR ROOSEVELT PARK II – APPLICATION PL-19-0245

City Council held a public hearing and considered a request by Ms. Jordan Rose, Rose Law Group PC, to adopt Ordinance 1712-1219 approving a Major Amendment to the 144.9-acre Roosevelt Park II Planned Area Development (PAD) located at the northwest corner of Van Buren Street and 107th Avenue. The proposed Major PAD Amendment reorders the project's phasing, including modifications to the phasing of required off-site infrastructure improvements.

Ken Galica, Division Lead Planner, provided an overview of the property specifications as well as existing development in the area. Phase I is currently under construction. Phase II is slightly less than 27 acres. The site was annexed and rezoned to PAD in 2001, subsequently amended twice by City Council in July 2005 and April 2018. The site has medium high-density General Plan designation, allowing for between four and twelve dwelling units per acre, higher density single family.

The proposed PAD amendment is strictly related to phasing of the development. Phase II is currently slated to be 107th Avenue (northeast quadrant) north of the commercial property. The developer would like to move Phase II to the remainder of the frontage on Van Buren

and do Phase III (northwest quadrant in the same order as originally contemplated). Phase IV would then be what is currently slated as Phase II.

Staff has no concerns with the revised phasing requests. There are requests for offsite infrastructure change in schedule, due to the revised phasing to include 107th Avenue Improvements. The City has requested that the developer complete the curb, gutter and right-of-way landscaping adjacent to the residential portion. Phase II would include the completion of 111th Avenue by the developer for the full length of the property. Roosevelt Street will be deferred to Phase III. The developer will contribute to new signals at Roosevelt Parkway and Van Buren and 111th Avenue and Van Buren and Pierce Street. The signal at 107th would be funded partially by the developer. The Preliminary Plat is for the revised Phase II and is approximately 27 acres, consisting of 147 lots, (three different lot sizes) ranging from 4,275 square feet to 5,700 square feet. Access would be through Phase I gated entrance with no new access and the 111th Avenue street would have an exit only at King Street.

Mr. Galica stated that 22.7 percent open space is provided (inclusive of Phase I). Phase I includes the large primary central park with future pool and clubhouse. There will be additional open space in this phase, including 1.2-acre neighborhood park with a tot lot, trail system, benches and ramadas. Lighted trail connections will be provided throughout, connecting to the future Van Buren Street trail.

The scope of the amendment to the PAD is limited to phasing with no impact to General Plan conformance. The preliminary plat meets all City required findings and conforms with subdivision regulations, zoning ordinance and design manuals. The open space and amenities exceed requirements, inclusive of Phase I with consisting theming and design.

Only the PAD amendment requires the public process. All meetings were advertised, and a neighborhood meeting was held November 19th with no attendees. There were five viewers to the aVOICE site with no written or phone correspondence. The Planning Commission recommended approval of both the PAD amendment and preliminary plat on November 21st. Staff recommends approval of the PAD amendment, subject to 15 recommended conditions as well as the preliminary plat, subject to four conditions as listed in the staff report.

Mayor Weise opened the public hearing and received no requests to speak from the public. Mayor Weise closed the public hearing and opened the floor for comments from Council.

The applicant, Cameron Carter, Rose Law Group, representing Mattamy Homes, addressed one of the conditions for approval. He acknowledged the importance of 107th Avenue and 111th Avenue in terms of improvements, regardless to the phasing changes proposed. Mattamy Homes is agreeable to make the improvements both to 111th Avenue (adjacent to Phase II) as well as 107th Avenue, which is not adjacent to Phase II and is adjacent to what will be Phase IV. However, they request a slight modification of Condition 4. He quoted the first sentence, "Pavement, curb, gutter and sidewalk improvements along 107th Avenue from Pierce Street to the southern edge of Roosevelt Street right-of-way shall be constructed by the developer with Phase II of the project." The developer proposes a change to strike the word "with" and say, "Those improvements shall be constructed by the developer prior

to the issuance of the certificate of occupancy for the final dwelling unit within Phase II of the project.”

Mr. Montoya explained staff would not recommend this proposal as it means that offsite improvements would not be completed until after the last house is built and sold. Staff recommends that the improvements be made at the same time as the development.

Council Member Malone concurred, noting that 111th Avenue is one way in and one way out. There are already constraints on the neighborhood.

Mr. Carter stated that 111th Avenue will be started immediately, to be built with Phase II. Both the improvements to 111th Avenue and 107th Avenue will be completed prior to the final home in Phase II being completed and certificate of occupancy issued. There is a right-of-way running along 107th Avenue and it will take significant time to coordinate with SRP on the release of the easement. Even though there are no actual SRP irrigation improvements within the easement, the developer fears building permits or certificates of occupancy within Phase II could be held up if the improvements are not complete.

Mayor Weise asked whether the switch from Phase II to Phase VI relates to the SRP easement. Mr. Carter stated that the phase changes result from market conditions.

Mayor Weise asked staff about a middle ground consideration. He stressed the importance of completing 111th Avenue as well as the Van Buren frontage. He asked about the down side on 107th. Mr. Montoya noted additional construction coming in the future on 107th. He explained it is important for work to be completed ahead of time so that the City can stay on track with its own construction schedule. The stipulation was intentionally written by staff to ensure that improvements were made timely.

Mayor Weise asked about the timeline for bringing Phase II online. Mr. Carter said they would like to proceed as soon as they can get the final plats. He noted that for approval tonight include preliminary plats as well as a change in the phasing. He commented that their intent is not to change the timing of the improvements but rather timing of the SRP release of the easement.

Mayor Weise asked Mr. Montoya about a timeline he would be comfortable with. Mr. Montoya stated that the CIP includes an extension lane on 107th Avenue, which increases the necessity for all improvements to be complete in a timely fashion.

Mr. Carter commented that the City will not be able to move any faster than the developer, due to the issue of the SRP easement release. Mr. Montoya stated that the City will work with the developer and SRP on this.

Note: The City Council took a recess at 7:35 p.m. and reconvened at 7:41 p.m.

Council Member Conde moved to accept the findings and adopt Ordinance 1712-1219, approving Application PL-19-0245 Roosevelt Park, a request for a Major Amendment to the Roosevelt Park II Planned Area Development (PAD), subject to fourteen (14) recommended

conditions of approval as listed in the staff report; Council Member Malone seconded the motion.

Upon vote, the motion was carried unanimously 5 to 0.

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Mayor Weise	Aye

d. PRELIMINARY PLAT FOR ROOSEVELT PARK II PHASE 2 – APPLICATION PL-19-0232

City Council considered a request by Mr. Joe Petrucci, EPS Group, Inc., for approval of a Preliminary Plat for Roosevelt Park II Phase 2, a proposed 147-lot single family subdivision on approximately 26.80 gross acres at the northeast corner of Van Buren Street and 111th Avenue.

Discussion on this item was included under Agenda Item 4C.

Council Member Pineda moved to accept the findings and approve Application PL-19-0232 Roosevelt Park II Phase 2, a Preliminary Plat for the proposed 147-lot Roosevelt Park II Phase 2 community, subject to four (4) recommended conditions of approval as listed in the staff report; Council Member Nielson seconded the motion.

Upon vote, the motion was carried unanimously 5 to 0.

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Mayor Weise	Aye

e. PUBLIC HEARING AND RESOLUTION 3597-1219 - MAJOR GENERAL PLAN AMENDMENT FOR ENTRADA – APPLICATION PL-19-0054

City Council held a public hearing and considered a request by Ms. Toni Bonar, AICP, HILGARTWILSON, LLC, to adopt Resolution 3597-1219, approving a Major Amendment to the Avondale General Plan 2030 Land Use Map for Entrada, a proposed 191 gross acre planned development at the northwest corner of 107th Avenue and Broadway Road. The proposed Major General Plan Amendment, if approved, will amend the General Plan 2030 Land Use Map designations for the property from 166 acres of Estate Low Density Residential, 13 acres of Medium Density Residential, 9 acres of Local Commercial, and 3 acres of High Density Residential to 181 acres of Medium Density Residential and 10 acres of Local Commercial.

Ken Galica, Division Lead Planner, discussed the property details, stating the property is currently within the jurisdiction of Maricopa County. There is a current annexation application and rezoning application for the property to bring it within the City of Avondale for

development. Surrounding land uses are largely rural which future development will change this. Verde Trails is located to the south of the Entrada property with Alamar to the west. A request for Major General Plan amendment is the first step in development of the property. Currently, the property has four General Plan designations, the most predominant of which is Estate Low Density Residential (ELDR), followed by Medium Density Residential (MDR). At 107th Avenue and Broadway Road, nine acres are designated for local commercial and at four acres are designated High Density Residential (HDR) at the far tip of the property. The proposal is to designate the majority of the property (181 acres) as MDR. Ten acres of local commercial will be provided. The other designations would be removed from the property. There is currently very low inventory in the City for unentitled MDR. This amendment would provide the land to accommodate future communities. There are significant encumbrances on the property that the developer will be required to mitigate, including large irrigation canals to be undergrounded, powerline corridors and the Durango Regional Channel Corridor. The PAD will be used to provide adequate transitions to rural uses.

All required public notifications have been completed, including a 60-day interagency review requirement. The proposal will be sent to all relevant state, local and county jurisdictions for input and concerns. There was a response from the Flood Control District of Maricopa County as well as the City of Goodyear. The City of Goodyear was in support of the amendment and the Flood Control District raised awareness regarding the regional drainage corridor. The City has received certificates of adequate school facilities from Tolleson Union Head Start director, however Littleton indicated that they do not currently have adequate capacity. The applicant noted they are working with the district to adopt an agreement.

The first Planning Commission hearing occurred on October 17th, 2019. One member of the public was present who alerted the developer to some concerns. The neighborhood meeting was held October 22nd, 2019. There were approximately five attendees with no major concerns. The Planning Commission held its second public hearing on November 21, 2019 and forwarded recommendation of approval to Council on November 21st. Staff recommends approval of the Major General Plan request for Entrada.

Mayor Weise opened the public hearing and received no requests to speak from the public. Mayor Weise closed the public hearing and opened the floor for comments from Council.

Mayor Weise stated that it has been a goal of Council to have executive-style lots, looking to the southern part of the City to achieve the goal. The future freeway, SR-30, changes this strategy by pushing the plan to a different area. These lots are typically far away from freeway corridors.

Council Member Pineda moved to adopt Resolution 3597-1219 approving Application PL-19-0054 Entrada, a request for a Major Amendment to the General Plan 2030 Land Use Map changing the Land Use designations of the subject property to Medium Density Residential (181 acres) and Local Commercial (10 acres); Council Member Nielson seconded the motion.

Upon vote, the motion was carried unanimously 5 to 0.

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Mayor Weise	Aye

f. PRELIMINARY PLAT FOR PARKSIDE – APPLICATION PL-19-0197

City Council considered a request by Mr. Troy Wahlberg, William Lyon Homes, for approval of a Preliminary Plat for Parkside (formerly Parkside Village), a proposed 662-lot single family subdivision on approximately 128.5 acres located one-quarter mile west of the southwest corner of 99th Avenue and Indian School Road.

Ken Galica, Division Lead Planner, stated that the property is 128-acres, located at 99th Avenue and Indian School Road and is zoned Planned Area Development (PAD). The proposed preliminary plat is in conformance with the PAD that City Council reviewed a couple of months ago. There are 128.5-acres for the residential portion with four different lot types totaling 662 single family residential lots, with four lot types and four access points.

The proposal includes 21 percent open space to include a 6.3-acre central park, community pool, sport courts, secondary parks, outdoor movie theater, and lighted trails. All open space amenities will be HOA owned and maintained. The theme is modern character with a classic design.

The preliminary plat is identical to what was included in the PAD approved by Council. It is conformance with the zoning ordinance, subdivision regulations and design manual. Wall and monument design will establish a sense of place. The Planning Commission recommended approval on November 21st, 2019. Staff recommends approval of the preliminary plat subject to four recommended conditions as listed in the staff report.

Mayor Weise described this as an exciting project as a gateway to the City. The developer has promised that the quality level of construction would highlight Avondale.

Council Member Malone moved to accept the findings and approve Application PL-19-0197 Parkside, a Preliminary Plat for the proposed 662-lot Parkside community, subject to four (4) recommended conditions of approval as listed in the staff report; Council Member Conde seconded the motion.

Upon vote, the motion was carried unanimously 5 to 0.

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Mayor Weise	Aye

**g. PUBLIC HEARING - CONDITIONAL USE PERMIT FOR BIOLIFE PLASMA SERVICES
– APPLICATION PL-19-0187**

City Council held a public hearing and considered a request by Mr. Paul E. Gilbert, Beus Gilbert PLLC, for approval of a Conditional Use Permit (CUP) to allow a plasma center use in the Planned Area Development (PAD) zoning district. The use is proposed on 2.95 gross acres of vacant/undeveloped land located approximately 220 feet north of the northeast corner of McDowell Road and 107th Avenue. The subject property is zoned Harbor Shores PAD, which allows for use of the subject property in accordance with the permitted uses in the City's C-2 (Community Commercial) zoning district; City Council approval of a Conditional Use Permit is required for a plasma center use in the C-2 district. The Council will take appropriate action.

Ken Galica, Division Lead Planner, discussed the property attributes and surrounding land uses. The site was annexed in 1985 and given a local commercial General Plan land use designation. The Local Commercial General Plan designation is intended to serve neighbors in the vicinity of the project. The PAD for Harbor Shores was approved by City Council in 1985 and designed the commercial areas to be developed for C-2 community commercial uses. The site is in the North Avondale Specific Plan Boundary as well as within the Economic Development Department's Avondale Health Tech Corridor Initiative.

The BioLife Plasma Center will collect plasma from donors for a small donation. The proposed facility will be single story, 14,662 square feet with an upscale design. There will be a reception area and exam rooms, donor floor and employee areas. Parking will be provided in excess of City requirements. There will be direct access to 107th Avenue as well as through the property to the south, connecting to McDowell Road. The BioLife facility will have 50 employees (12 to 15 on site at a time) with 150 to 250 donors per day, typically coming from a seven-mile radius. The hours of operation would be 6:00 a.m. to 7:00 p.m., consistent with other area medical facilities. Donors receive payment in the form of prepaid debit cards. Donors are required to have an appointment; however, walk-ins are accepted based on availability. Donors must wait inside the lobby, with no loitering permitted. Donors are required to show proof of residency, pass a physical exam and pass random drug screenings.

Staff believes that the request meets all five requirements for a conditional use permit. The use is consistent with the General Plan land use map designation of local commercial. It is a service that will cater to local residents. It furthers the objective for development in the North Avondale and Health Tech Corridor. BioLife has a good reputation in the industry. The proposed site plan meets all city requirements, including parking, landscaping, building design with appropriate access.

All public notice items were completed, including a neighborhood meeting a City Hall in November. There were seven attendees and concerns were initially expressed but most concerns were alleviated by the applicant's presentation. Vice Mayor Dennis and Council Member Nielson were also in attendance. There were no comments via aVOICE. The applicant did submit 100 signatures in support of the proposal. The Planning Commission recommended approval on November 21st. Staff does recommend approval subject to three recommended conditions.

Mayor Weise opened the public hearing and received no requests to speak from the public. Mayor Weise closed the public hearing and opened the floor for comments from Council.

Mayor Weise stated that he visited BioLife's Glendale facility, finding it to be clean and professional. He noted that initially there was pushback from the community due to the location. He asked Mr. Montoya to refresh Council regarding the location issue. Mr. Montoya stated that the applicant originally proposed the location as the old Fresh & Easy building across from the plaza. Staff worked with the applicant and his attorney to find a more appropriate location on the Health Tech Corridor. Mayor Weise commented that it does fit in the Health Tech Corridor as a medical facility.

Council Member Nielson commented that he was impressed with the applicant's presentation and was impressed with the building after driving by the Glendale facility.

Council Member Malone stated she received an invitation to visit the Glendale facility but did not have the opportunity to go.

Council Member Conde stated that she was originally concerned due to living in the area. However, after discussion with her family members about the business model and purpose, her concerns were alleviated. She was also impressed that the developer gathered signatures in support of the business, as.

Council Member Conde moved to approve Application PL-19-0187 BioLife Plasma Services, a request for a Conditional Use Permit to allow a plasma center in the Harbor Shores Planned Area Development (PAD) zoning district, subject to three (3) recommended conditions of approval as listed in the staff report; Council Member Nielson seconded the motion.

Upon vote, the motion was carried unanimously 5 to 0.

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Mayor Weise	Aye

h. PUBLIC HEARING - EXTENDING THE LOCALLY CONTROLLED ALTERNATIVE EXPENDITURE LIMITATION - HOME RULE OPTION

City Council held the first of two required public hearings on the alternative expenditure limitation (home rule option).

Lindsey Duncan, Finance and Budget Director, presented on the following:

- The Home Rule item is regulated through the Arizona Constitution and State law.
- State law implies the adoption of a balanced budget, estimated resources should be greater than or equal to appropriated expenditures.

- It also imposed an expenditure limitation for all cities and towns, based on a number set forth in FY 1980, adjusted for population growth and inflation.
- It includes an expenditure limitation alternative that may be used after approval at local election when the base limit is insufficient.
- Expenditure limitation alternatives include:
 - Home Rule: The City maintains local control of the annual budget and determines the annual expenditure limitation with the annual adoption of the budget. This rule is effective for the next four fiscal years.
 - Permanent Base adjustment: Allows the City to permanently adjust the expenditure base to a level other than the FY 1980 amount. This would be in effect until the limit is reached, after which time it would have to be revisited as a permanent base adjustment, Home Rule or other option.
 - One-Time Override: Allows the City to exceed the State imposed expenditure for one fiscal year.

There are sanctions for exceeding the limitation and the Auditor General is responsible for determining whether a city has exceeded the expenditure limitation. If they have been determined to do so, a portion of the allocation of the State share of income tax is withheld. State shared revenues represent approximately one-third of the General Fund. If the City were to exceed the expenditure limitation by less than five percent, the penalty would be equal to the amount of the excess. If exceeded by more than five percent, but less than ten percent, the penalty would be three times the excess amount. If exceeded by more than ten percent, the penalty is five times the excess or one-third of the State income tax, whichever is less.

Avondale has had Home Rule elections during several years, having been successful on several occasions. The 2016 Home Rule election passed by 86 percent approval. For this reason and based on the public familiarization and support of the Home Rule election, it is recommended that the City pursue this again next fiscal year.

The State-imposed expenditure limitation is adjusted for growth and inflation. Fortunately, locally approved funds are not taken into consideration. This includes dedicated sales tax, public safety sales tax and Proposition 400 regional transportation improvements. Unfortunately, excluding these from the expenditure limitation does not bring the City within the currently calculated limits. If the City were to proceed without renewal of the Home Rule, the expenditure limitation that would have been in effect would have required the City to reduce the current fiscal year budget by approximately \$139 million, or more than one-third of the current budget. If the State limitation had been exceeded by more than ten percent, the penalty would have been \$3.7 million.

If the City were to move forward with the recommended Home Rule Election, it may be referred to the voters by a two-thirds vote of the City Council and would be placed on the ballot for a regularly scheduled election for nomination or election of Council Members. If approved, it applies to the four succeeding fiscal years, with 2020 approval applying to fiscal years 2022 through 2025.

Next steps in the Home Rule process are as follows:

- December 9, 2019: First Public Hearing
- January 6, 2020: Second Public Hearing and consideration of Home Rule Resolution
- January 10, 2020: Publish note of vote on the Home Rule Resolution
- August 4, 2020: Potential election day

Mayor Weise opened the public hearing and received no requests to speak from the public. Mayor Weise closed the public hearing and opened the floor for comments from Council.

Mayor Weise noted that the public is very aware of Home Rule. The 86 to 14 approval provides notice that the voters have confidence in the way the City is being run. There was consensus among Council for agreement in terms of the proposed schedule going forward.

5 ADJOURNMENT INTO EXECUTIVE SESSION

There being no further business before the Council, Council Member Pineda moved to adjourn the Regular Meeting and hold an executive session pursuant to Ariz. Rev. Stat. § 38--431.03(A)(5) for the purpose of discussions or consultations with designated representatives of the public body and/or legal counsel in order to consider its position and instruct its representatives regarding labor negotiations with the Avondale Professional Firefighters Association, International Association of Fire Fighters, Local 3924; Council Member Malone seconded the motion.

Upon vote, the motion was carried unanimously 5 to 0.

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Mayor Weise	Aye

Meeting adjourned at 8:14 p.m.

Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session and Regular Meeting of the Council of the City of Avondale held on the 9th day of December 2019. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo, City Clerk

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
SONORAN CONFERENCE ROOM
December 16, 2019

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 6:00 p.m.

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

Note: All members participated by telephone.

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Tracy Stevens, Deputy City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Cindy Blackmore, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Jeff Case, Fire Chief; Dan Davis, Economic Development Services Director; Lindsey Duncan, Finance and Budget Director; and Jeffrey Scheetz, Chief Information Officer.

Audience: One member of the public was present.

1. ROLL CALL BY THE CITY CLERK

2. CONSENT AGENDA

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

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

Upon vote, the motion carried unanimously 7 to 0.

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

a. APPOINTMENT OF CHAIR AND VICE CHAIR TO THE PLANNING COMMISSION AND THE BOARD OF ADJUSTMENT

City Council approved the appointment of the Chair and Vice Chair of the Planning Commission and the Board of Adjustment for the calendar year 2020.

b. APPOINTMENT OF MEMBERS TO THE CITY'S BOARDS, COMMISSIONS AND COMMITTEES

City Council approved the Council Subcommittee on Boards, Commissions and Committees's recommendations for the appointment of members of the City's Boards, Commissions and Committees.

c. RESOLUTION 3599-1219 - CANVASS OF ELECTION, PUBLIC SAFETY LOCAL BOARD ELECTIONS

City Council adopted Resolution 3599-1219, declaring and adopting the results of the Local Board Elections held on November 18, 2019 and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

d. RESOLUTION 3600-1219 - FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR CONTRACTING WITH OVERDRIVE, INC. FOR DIGITAL LIBRARY RESERVE APPLICATION SERVICES

City Council adopted Resolution 3600-1219 approving the First Amendment to an Intergovernmental Agreement ("IGA") with the Arizona municipalities of Buckeye, Parker, Quartzsite and Tolleson, modifying the administrative responsibilities and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

e. PROFESSIONAL SERVICE AGREEMENTS FOR CERTIFIED COURT INTERPRETING AND TRANSLATION SERVICES

City Council approved three Professional Service Agreements for certified court interpreting and translation services to the following firms: (a) Professional Court Interpreting and Translation Service; (b) A Foreign Language Service, and (c) AZ Language Solutions in the amount of \$53,760 annually, and a cumulative amount of \$268,800 for a five year period and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

f. BUDGET AMENDMENT

City Council (a) approved a budget amendment of \$49,000 from General Fund contingency for a fire-medical response analysis and station location study and authorizing a contract with ORH Research Firm; (b) authorized three new full time equivalent (FTE) positions to include an Internal Auditor and two Business Attraction Program Manager positions for Economic Development, and a budget amendment from General Fund contingency to fund the positions; (c) approved a budget amendment transferring appropriations and one FTE from the Finance and Budget Department to the City Manager's Office for the Management Analyst in the City Manager's Office; and (d) authorized the Mayor or City Manager, City Clerk, and Finance and Budget Director to execute the necessary documents.

g. AGREEMENT WITH THE MARICOPA ASSOCIATION OF GOVERNMENTS FOR AVONDALE GOODYEAR TRANSIT FEASIBILITY STUDY

City Council approved an agreement with the Maricopa Association of Governments to participate in the Avondale-Goodyear Transit Feasibility Study and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

3. ADJOURNMENT

There being no further business before the Council, Council Member Nielson moved to adjourn the Regular Meeting; Council Member Vice Mayor seconded the motion.

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

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

Meeting adjourned at 6:03 p.m.

Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 16th day of December 2019. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo, City Clerk

CITY COUNCIL REPORT

SUBJECT: Series 04 (Wholesaler) Liquor License - Orvo Vodka

MEETING DATE: 2/18/2020

TO: Mayor and Council

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

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

PURPOSE:

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 04 (Wholesaler) License submitted by Jami Richard Van Swearingen to store the brand's vodka upon transport from California inside a fifty (50) square foot unit in the Storage Solutions mini-storage located at 1429 North Eliseo C. Felix Jr. Way, in Avondale and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Orvo Organic Vodka is a brand of vodka distilled and packaged in California and distributed to Arizona bars, restaurants, and retail establishments by a company based in Waddell, Arizona. Per State of Arizona liquor regulations, a liquor distributor is required to transport out-of-state spirits to an amalgamated wholesale warehouse before it can be distributed to Phoenix-area bars, restaurants, and retailers. In accordance with this requirement, the company has applied for a Series 04 Wholesaler license to store the brand's vodka upon transport from California inside a fifty (50) square foot unit in the Storage Solutions mini-storage facility located south of the southeast corner of Van Buren Street and Eliseo C. Felix Jr. Way, from which point it will then be distributed to area establishments. Only temporary storage of the vodka will occur at this location; distilling, packaging, sale, and consumption of the vodka will all occur elsewhere.

Wholesaler licenses are not required to meet State of Arizona separation requirements.

The General Plan designates the Storage Solutions property as "Industrial" and the property is zoned C-2 (Community Commercial). Storage of merchandise by individuals or small businesses within approved mini-storage facilities is permitted in both the Industrial General Plan designation and C-2 zoning.

DISCUSSION:

Staff has received an application from Jami Richard Van Swearingen for a Series 04 (Wholesaler) Liquor License to store the brand's vodka upon transport from California inside a fifty (50) square foot unit in the Storage Solutions mini-storage facility located at 1429 North Eliseo C. Felix Jr. Way, in Avondale.

As required by state law and city ordinance, the application was posted for the required period of time at 1429 North Eliseo C Felix Jr. Way, beginning on January 22, 2020.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. The Police, Fire, Development Services and Finance Departments have reviewed the application and are

recommending approval. Their comments are attached.

BUDGET IMPACT:

The fees in the amount of \$750 have not been paid as of February 10, 2020 but the applicant has been in contact with the City Clerk's Office regarding their pending payment.

RECOMMENDATION:

Staff is recommending approval to the Arizona Department of Liquor License and Control of an application for a Series 04 (Wholesaler) License submitted by Jami Richard Van Swearingen to store the brand's vodka upon transport from California inside a fifty (50) square foot unit in the Storage Solutions mini-storage located at 1429 North Eliseo C. Felix Jr. Way, in Avondale.

State of Arizona
Department of Liquor Licenses and Control

Created 12/30/2019 @ 03:56:50 PM

Local Governing Body Report

LICENSE

Number:		Type:	004 WHOLESALER
Name:	ORVO VODKA		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1429 N ELISEO FELIX JR. WAY AVONDALE, AZ 85323 USA		
Mailing Address:	[REDACTED] USA		
Phone:	(252)675-3072		
Alt. Phone:			
Email:	VANS406@GMAIL.COM		

AGENT

Name:	JAMI RICHARD VAN SWEARINGEN
Gender:	Male
Correspondence Address:	[REDACTED] USA
Phone:	(252)675-3072
Alt. Phone:	
Email:	VANS406@GMAIL.COM

OWNER

Name:	ORVO ORGANIC VODKA LLC		
Contact Name:	JAMI RICHARD VAN SWEARINGEN		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	L19962489	State of Incorporation:	AZ
Incorporation Date:	04/21/2015		
Correspondence Address:	[REDACTED] USA		
Phone:	(252)675-3072		
Alt. Phone:			
Email:	VANS406@GMAIL.COM		

Officers / Stockholders

Name:	Title:	% Interest:
-------	--------	-------------

JAMI RICHARD VAN SWEARINGEN

Manager

100.00

ORVO ORGANIC VODKA LLC - Manager

Name: JAMI RICHARD VAN SWEARINGEN

Gender: Male

Correspondence Address:

USA

Phone: (252)675-3072

Alt. Phone:

Email: VANS406@GMAIL.COM

MANAGERS

Name: JAMI RICHARD VAN SWEARINGEN

Gender: Male

Correspondence Address:

USA

Phone: (252)675-3072

Alt. Phone:

Email: VANS406@GMAIL.COM

APPLICATION INFORMATION

Application Number: 90439
Application Type: New Application
Created Date: 12/30/2019

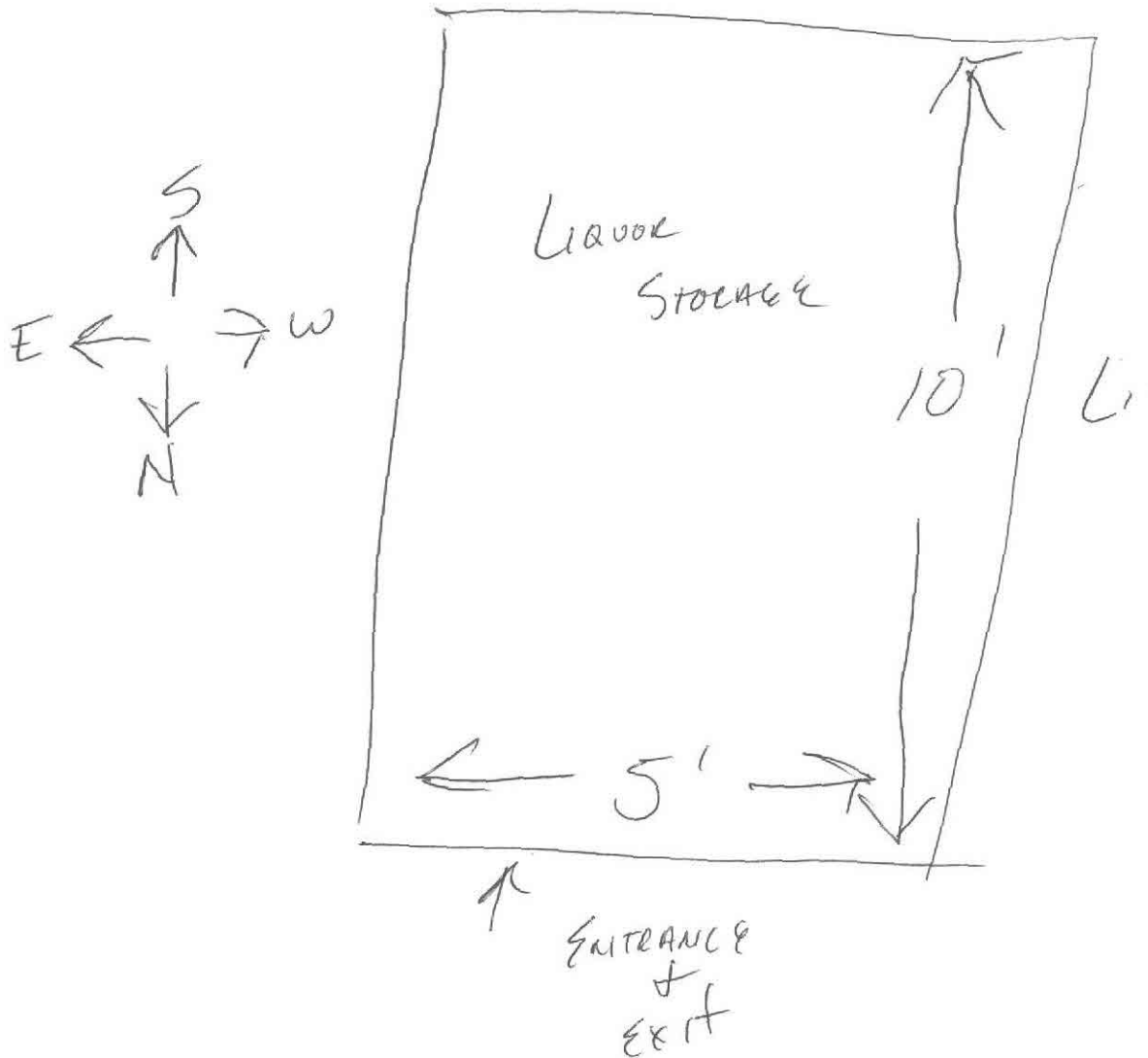
QUESTIONS & ANSWERS

004 Wholesaler

- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
No
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
Yes
- 3) Are you a tenant? (A person who holds the lease of a property; a lessee)
Yes
A Document of type LEASE is required.
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No
- 6) Are you the owner?
No
- 7) Are you a purchaser?
No
- 8) Are you a management company?
No
- 9) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 10) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
0
- 11) Have you provided a diagram of your premises?
Yes
- 12) Is there a drive through window on the premises?
No
- 13) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NO PATIO
- 14) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

Unit 635

19 DEC 30 117. Lic. PM 4 104





Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

to current 5/31/19

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 90439

1. Check the
Appropriate
Box →

☒ Controlling Person

☒ Agent

☐ Premises Manager
(complete all questions except #12)

2. Name: Van Swearingen, Jami Richard Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: Arizona

4. Place of birth: Helena, MT USA Height: 5 Weight: 160 Eyes: Blu Hair: Bro
City State COUNTRY (not county)

5. Name of current/most recent spouse: _____ Birth Date: ____/____/____
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 2006 (AT)

7. Daytime telephone number: 252-672-3072 (AT) E-mail address: vans406@gmail.com

8. Business Name: ORVO Organic Vodka LLC Business Phone: 252, 675, 3072

9. Business Location Address: [REDACTED]

Unit 635 1429 N. ELISEO Felix Jr Way Avondale, AZ 85323
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
03/2011	CURRENT	Valley Radiologists/Site Manager	13555 W. McDowell Rd. Suite 106 Goodyear AZ 85395

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(L)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
12/2006	CURRENT	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☒ Yes ☐ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☒ Yes ☐ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Jami Richard Van Swearingen hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature

[REDACTED]

State of

Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on:

2-12-2020

17 Day of December, 2019

Day

Month

Year



The Licensee has authorized the person named on this questionnaire to act as manager for the above license.

PRINT NAME: Jami Richard Van Swearingen SIGNATURE: [REDACTED]

LICENSE REVIEW FORM

Type of License	Series 04 - Wholesaler
Applicant's Name	Jami Richard Van Swearingen
Business Name	Orvo Vodka
Business Address	1429 N Eliseo Felix Jr. Way
Department Comments	
☒ Police Department ☐ Development Services	☐ Fire Department ☐ Finance Department
☒ Approved	☐ Denied
<u>Jonathon Martin</u> E-Signature <u>Jonathon Martin</u> Name	<u>Lieutenant</u> Title <u>01-07-20</u> Date

This license is scheduled for the City Council Meeting on: **February 3, 2020**

Please email form back to the City Clerk's Office by: **January 8th, 2020**

LICENSE REVIEW FORM

Type of License	Series 04 - Wholesaler
Applicant's Name	Jami Richard Van Swearingen
Business Name	Orvo Vodka
Business Address	1429 N Eliseo Felix Jr. Way
Department Comments	
No comments.	
☐ Police Department ☒ Fire Department	
☐ Development Services ☐ Finance Department	
☒ Approved ☐ Denied	
<i>Jason Napier</i> E-Signature Jason Napier Name	Fire Marshal Title 1-14-2020 Date

This license is scheduled for the City Council Meeting on: **February 3, 2020**

Please email form back to the City Clerk's Office by: **January 8th, 2020**

LICENSE REVIEW FORM

Type of License	Series 04 - Wholesaler
Applicant's Name	Jami Richard Van Swearingen
Business Name	Orvo Vodka
Business Address	1429 N Eliseo Felix Jr. Way
Department Comments	
No concerns.	
☐ Police Department	☐ Fire Department
☐ Development Services	☒ Finance Department
☒ Approved	☐ Denied
<u>Daniel Vazquez</u> E-Signature	<u>Privilege Tax Auditor</u> Title
<u>Daniel Vazquez</u> Name	<u>1/15/2020</u> Date

This license is scheduled for the City Council Meeting on: **February 3, 2020**

Please email form back to the City Clerk's Office by: **January 8th, 2020**

LICENSE REVIEW FORM

Type of License	Series 04 - Wholesaler
Applicant's Name	Jami Richard Van Swearingen
Business Name	Orvo Vodka
Business Address	1429 N Eliseo Felix Jr. Way
Department Comments	
See attached memorandum.	
☐ Police Department	☐ Fire Department
☒ Development Services	☐ Finance Department
☒ Approved	☐ Denied
<i>Ken Galica</i> _____ E-Signature Ken Galica _____ Name	Division Lead Planner _____ Title December 31, 2019 _____ Date

This license is scheduled for the City Council Meeting on: **February 3, 2020**

Please email form back to the City Clerk's Office by: **January 8th, 2020**



Development Services & Engineering Department

DATE: December 31, 2019

TO: Marcella Carrillo, City Clerk

PREPARED BY: Ken Galica, Division Lead Planner (623) 333-4019

SUBJECT: Series 04 (Wholesaler) Liquor License
Orvo Organic Vodka
1429 North Eliseo C. Felix Jr. Way, Unit 635

Orvo Organic Vodka is a brand of vodka distilled and packaged in California and distributed to Arizona bars, restaurants, and retail establishments by a company based in Waddell, Arizona. Per State of Arizona liquor regulations, a liquor distributor is required to transport out-of-state spirits to an amalgamated wholesale warehouse before it can be distributed to Phoenix-area bars, restaurants, and retailers. In accordance with this requirement, the company has applied for a Series 04 Wholesaler license to store the brand's vodka upon transport from California inside a fifty (50) square foot unit in the Storage Solutions mini-storage facility located south of the southeast corner of Van Buren Street and Eliseo C. Felix Jr. Way, from which point it will then be distributed to area establishments. Only temporary storage of the vodka will occur at this location; distilling, packaging, sale, and consumption of the vodka will all occur elsewhere.

Wholesaler licenses are not required to meet State of Arizona separation requirements.

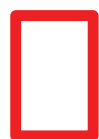
The General Plan designates the Storage Solutions property as "Industrial" and the property is zoned C-2 (Community Commercial). Storage of merchandise by individuals or small businesses within approved mini-storage facilities is permitted in both the Industrial General Plan designation and C-2 zoning.

Staff recommends approval of this request.

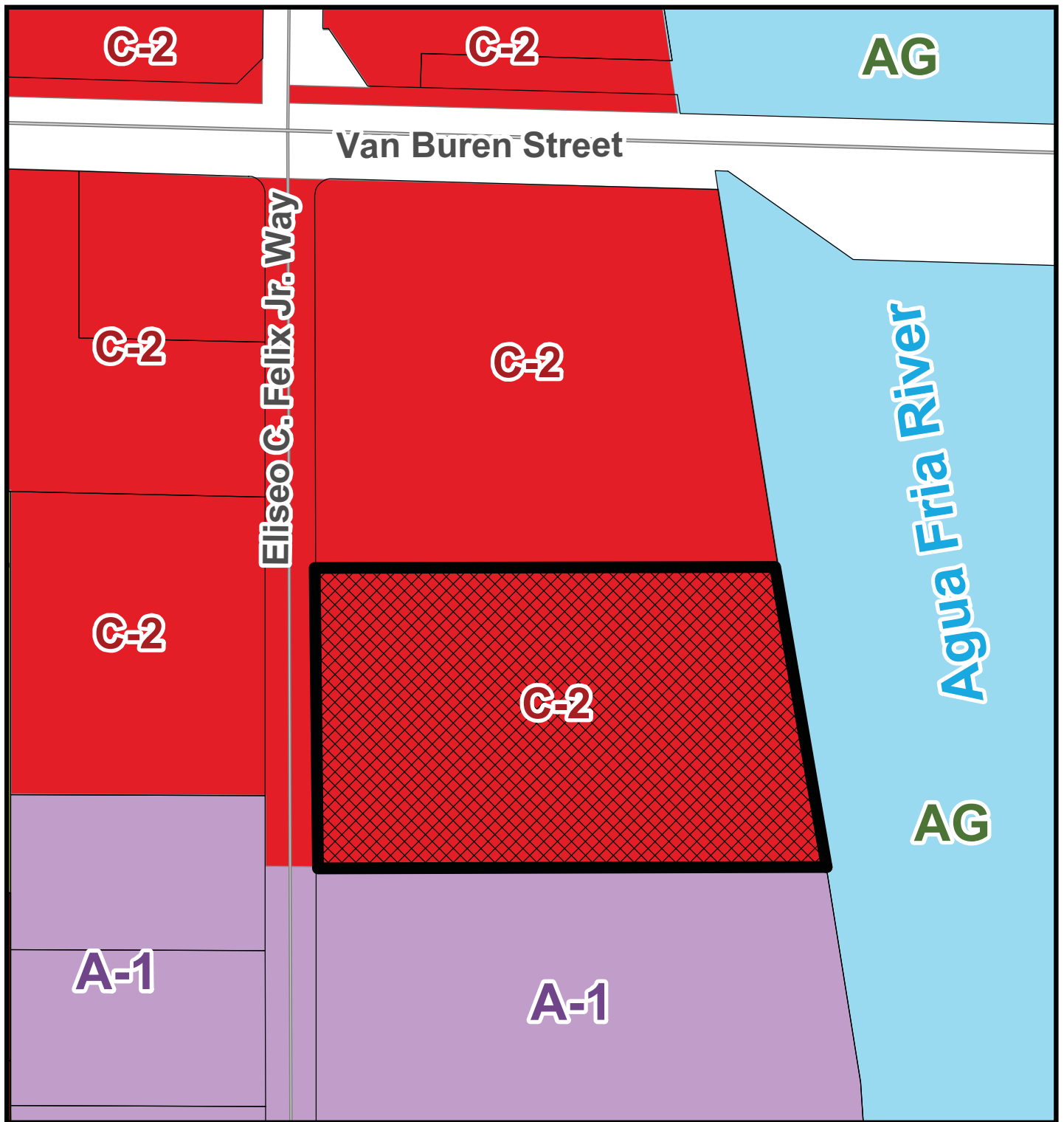
Attachment: Aerial Photograph
Zoning Vicinity Map



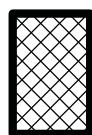
Aerial Photograph



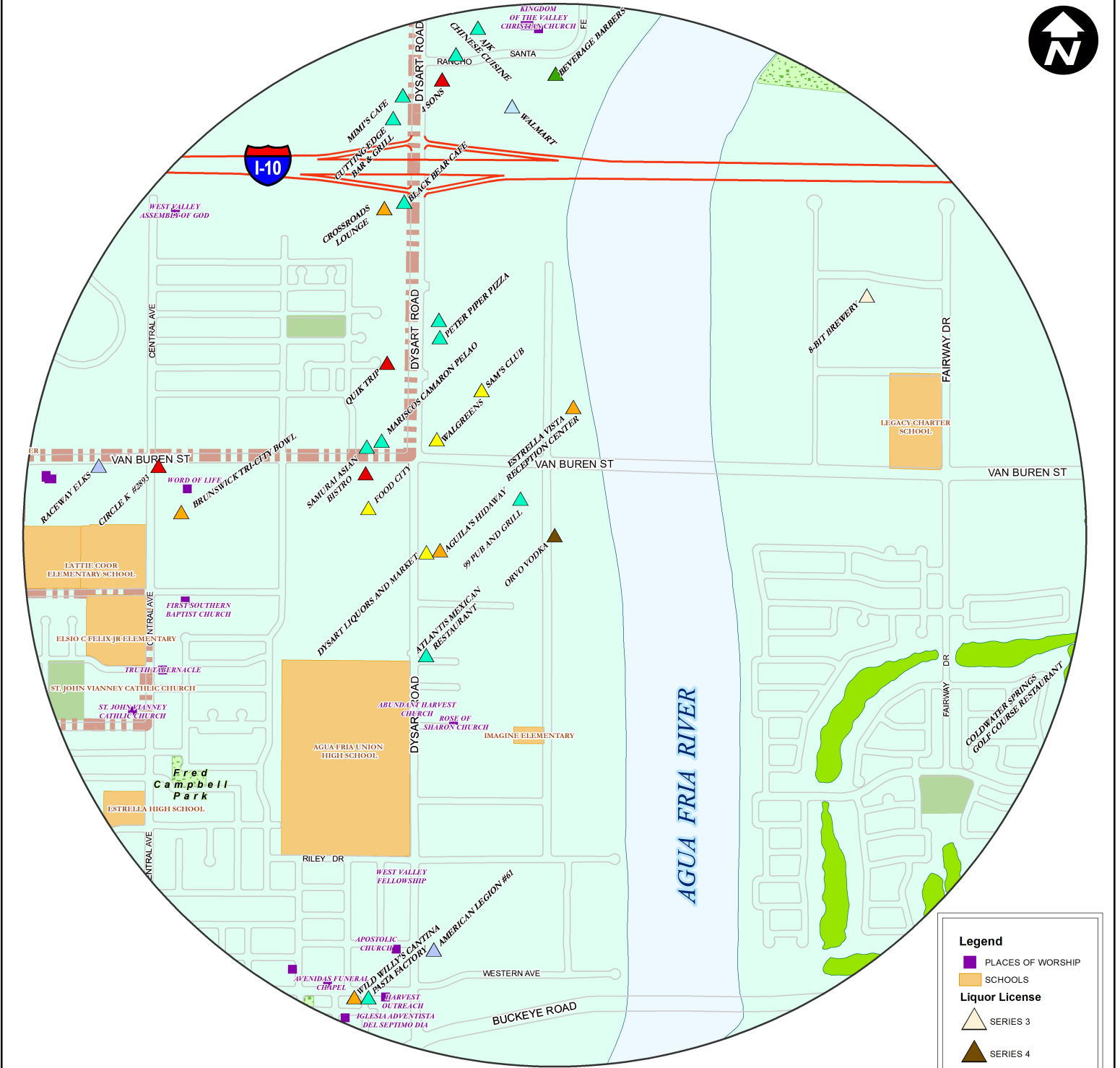
Business Location



Zoning Vicinity Map



Subject Property



ORVO VODKA
1429 N ELISEO FELIX JR. WAY
1 Mile Buffer

Legend

PLACES OF WORSHIP

SCHOOLS

Liquor License

SERIES 3

SERIES 4

SERIES 5

SERIES 6

SERIES 7

SERIES 9

SERIES 9S

SERIES 10

SERIES 11

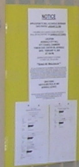
SERIES 12

SERIES 14

SERIES 15

SERIES 16

**WE
SELL
BOXES**



Professionally Managed by
SD SOLUTIONS
602-252-1388



OFFICE HOURS
MONDAY-SATURDAY
8:30am-5:30pm
SUNDAY
10:00am-4:00pm

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: JANUARY 22, 2020

A HEARING ON A LIQUOR LICENSE APPLICATION
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL

LOCATION:

AVONDALE CITY HALL
CITY COUNCIL CHAMBERS
11465 W CIVIC CENTER DR, AVONDALE
DATE: FEBRUARY 18, 2020
AT 7:00 PM.

(HEARING DATES SUBJECT TO CHANGE,
TO VERIFY CALL: 623-333-1200)

****SERIES 04: WHOLESALER ****

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING

ORVO VODKA
1429 N ELISEO FELIX JR. WAY
AVONDALE, AZ 85323

THIS APPLICATION, CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH
FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT: (602) 542-9789
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE
CITY CLERK AT: 623-333-1200.

[illegible]

Name: [REDACTED]
 Title: [REDACTED]
 Organization: [REDACTED]
 Address: [REDACTED]
 City: [REDACTED]
 State: [REDACTED]
 Zip: [REDACTED]
 E-mail: [REDACTED]
 Phone: [REDACTED]
 Fax: [REDACTED]
 E-mail: [REDACTED]
 Phone: [REDACTED]
 Fax: [REDACTED]

MANAGERS
 Name: [REDACTED]
 Title: [REDACTED]
 Organization: [REDACTED]
 Address: [REDACTED]
 City: [REDACTED]
 State: [REDACTED]
 Zip: [REDACTED]
 E-mail: [REDACTED]
 Phone: [REDACTED]
 Fax: [REDACTED]

Page 7 of 7

CITY COUNCIL REPORT

SUBJECT: Resolution No. 1010-0220 - Approval of 2021 - 2023 HOME Consortium Funding Intergovernmental Agreement with Maricopa County

MEETING DATE: 2/18/2020

TO: Mayor and Council

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

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

PURPOSE:

City Council will consider a request to adopt Resolution 1010-0220 authorizing the City to enter into an Intergovernmental Agreement with Maricopa County and other municipalities in the Valley relating to the Home Investment Partnership Program, and authorize the City Manager, the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The National Affording Housing Act provides that units of local government that are geographically contiguous may form a consortium for the purposes of receiving an allocation to participate in the HOME Investment Partnerships Program ("HOME") which is funded by the United States Department of Housing and Urban Development ("HUD"). The City of Avondale has participated in the HOME Consortium since 2005. The current IGA will expire in 2021 and this agreement will continue this funding source for the City of Avondale as well as the partnerships with the referenced Valley cities.

DISCUSSION:

This funding source has provided approximately \$200,000 on average over the recent three fiscal years. This funding is a critical addition to other Community Development Block Grant funds received and has been utilized to assist first-time homebuyers with down payment costs as well as substantial rehabilitation projects. These two programs are key programs that are outlined in the current five-year Consolidated Plan and current Annual Action Plan to meet our objectives. Home ownership provides stability in the community as well as in the families purchasing homes and substantial rehabilitation projects support the livability of the existing housing stock in Avondale.

BUDGET IMPACT:

There is no budget impact at this time. The funding for each pertaining year will be recognized by an amendment to this agreement and presented to Council during each year. The Annual Action Plan each year will identify the funding amount for the coming fiscal year and at that time, the budget for the pertaining year will be requested for the required 25% match.

RECOMMENDATION:

Staff recommends that the City Council adopt the Resolution authorizing an intergovernmental agreement with Maricopa County and other Valley cities to allow the City to receive an allocation of federal funding under the

HOME Investment Partnership Act and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

RESOLUTION NO. 1010-0220

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY, THE CITIES OF CHANDLER, GLENDALE, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND THE TOWN OF GILBERT RELATING TO THE HOME INVESTMENT PARTNERSHIP PROGRAM.

WHEREAS, the National Affordable Housing Act provides that units of local government that are geographically contiguous may form a consortium for the purposes of receiving an allocation from the federally funded HOME Investment Partnerships Program (the "Program") for undertaking affordable housing assistance activities; and

WHEREAS, the City of Avondale (the "City"), Maricopa County, the Cities of Chandler, Glendale, Mesa, Peoria, Scottsdale, Surprise and Tempe and the Town of Gilbert desire to enter into a consortium (the "Consortium") to become eligible participants in the Program; and

WHEREAS, 24 CFR Part 92.101 requires that the Consortium enter a cooperation agreement among its members authorizing one member unit of general local government to act in a representative capacity for all member units and providing that the representative member assumes overall responsibility for ensuring that the Consortium's Program is carried out in compliance with federal requirements.

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

SECTION 1. The Maricopa Home Consortium Intergovernmental Agreement (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, February 18, 2020.

[SIGNATURES ON FOLLOWING PAGE]

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1010-0220

[Agreement]

See following pages.

**MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT**

(C#_____)

This Intergovernmental Agreement (“Agreement”) is between the Cities of Avondale, Chandler, Glendale, Peoria, Scottsdale, Surprise, and Tempe, the Town of Gilbert; and, the County of Maricopa through its Human Services Department, (the “County”) (collectively, the “Consortium,” or the “Maricopa HOME Consortium,” or the “Parties”; and, individually, “Consortium Member” or “Party”).

WHEREAS, the National Affordable Housing Act provides that units of local government that are geographically contiguous may form a consortium for the purposes of receiving an allocation to participate in the HOME Investment Partnerships Program (hereinafter “HOME Program”) to be funded by the United States Department of Housing and Urban Development (“HUD”); and,

WHEREAS, the proposed level of federal funding is unlikely to provide grants to individual municipalities, but by cooperating in consortium they may as a group become eligible participants in the HOME Program; and,

WHEREAS, the consortium of geographically contiguous local governments has notified HUD of their intention to participate in the HOME Program by March 1, 2020; and,

WHEREAS, one local government entity must be designated to act as a representative for all member local governments for the HOME Program; and,

WHEREAS, this Agreement constitutes an Intergovernmental Agreement (“IGA”) under Arizona law, meets the criteria pursuant to 24 CFR 92.101, and the Consortium Members are authorized to enter into this Agreement by A.R.S. §11-951 *et seq.* and adopt this Agreement by their respective legislative bodies;

NOW, THEREFORE, be it resolved that the Parties hereby enter into a consortium for the purposes of receiving an allocation from the HOME Program and agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME Program. This Consortium shall be known as the Maricopa HOME Consortium (“Consortium”). The County shall be designated as Lead Agency of the Maricopa HOME Consortium. It is further resolved that:

1. This Agreement is for funding HOME Program activities for the federal fiscal years 2021 through 2023. The initial term of this Agreement is from July 1, 2021 to June 30, 2023, or until the HOME program funds from each of the federal fiscal years of the qualification period are closed out pursuant to 24 CFR 92.507, whichever is later. This Agreement shall automatically be renewed for the Consortium’s participation in successive qualification periods of three federal fiscal years. No later than the date specified by HUD’s Consortia designation notice, the County shall notify each Party in writing of its right to decide not to participate in the Consortium for the next qualification period and the County

MARICOPA HOME CONSORTIUM INTERGOVERNMENTAL AGREEMENT

shall send a copy of each notification to the HUD Field Office.

- (a) The Lead Agency will notify each Consortium Member in writing at least 180 days prior to the renewal date of its right to not participate in the successive three-year Agreement period by the date specified in HUD's Consortia designation notices. The Lead Agency will forward a copy of the written notifications to the HUD Field Office prior to the renewal effective date. The automatic renewal provision will be void if the County fails to notify a Party of its right not to participate for the next qualification period or the County fails to submit a copy of each amendment to the Agreement as required.
 - (b) The Consortium Members may amend this Agreement upon the approval of the undersigned current Consortium Members. Any amendments to the Agreement must be adopted and submitted to HUD prior to the automatic renewal effective date.
 - (c) Before the beginning of each renewal date, the County will submit to the HUD Field Office a statement of whether or not any amendments have been made to this Agreement, a copy of each amendment to the Agreement, and if the Consortium's membership has changed, the state certification required under 24 CFR 92.101(a)(2)(i).
- 2. Except as provided by law, no Consortium Member may withdraw from the Consortium while the Agreement remains in effect. If a Consortium Member elects to withdraw from the Consortium, written notification will be provided to the Consortium prior to the renewal date. The Lead Agency will notify HUD of the Consortium Member's withdrawal from the Agreement/Consortium. The Consortium Member shall be withdrawn effective on the first business day of the renewal period.
- 3. New members may be added to the Consortium upon consent of a simple majority of the Consortium Members. When a new member is added, the Agreement will be amended accordingly; and the Parties agree to execute such further instruments as may be reasonably required to effect such amendment. The Agreement will be amended in the federal fiscal year before the year in which the new member is to be added.
- 4. Each Consortium Member (i.e., the governing body or its designee) shall designate an individual to act as Consortium staff on its behalf. Consortium staff shall have voting authority. An alternate shall be designated by the Consortium Member if the designated individual is unable to attend a Consortium meeting. Consortium staff shall act on behalf of and in an advisory capacity to their respective jurisdictions. Each Consortium Member shall have one (1) vote on all issues. All actions of the Consortium will be determined by a simple majority of votes cast.

**MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT**

5. In accordance with section 91.402 of the Consolidated Plan (“CP”) rule, all units of general government that are Consortium Members are on the same program year that starts on each July 1st for Community Development Block Grants (“CDBG”), HOME Investment Partnerships Program and Emergency Solutions Grants (“ESG”).
6. This Consortium shall submit to HUD a single, unified CP, which describes the Consortium’s five-year strategy for addressing housing, homeless and supportive housing needs and Citizen Participation Plan. The Consortium shall also submit to HUD Annual Action Plans, Consolidated Annual Performance and Evaluation Reports (“CAPERs”) and other reports, as required by HUD. Per regulation, all Consortium plans and reports shall contain goals and accomplishments for the Consortium. At the discretion of the Consortium, individual Consortium Member goals and accomplishments may be reported.
7. The Consortium Members shall receive their pro rata share of available HOME Program funds from the Consortium. This share will be calculated based on the annual Consortium Members’ collective annual CDBG allocation. These funds shall be allocated to individual Consortium Members in direct proportion to each Consortium Member’s annual CDBG entitlement compared to the sum of all Consortium Members CDBG entitlements received in a program year.
 - (a) If a member opts not to accept its annual pro rata share of available HOME Program funds, it must provide written notification to the County prior to January 1 of the upcoming program year. The allocation will be redistributed amongst all remaining HOME Consortium members per their pro rata share.
 - (b) If a member notifies the County of its intent to return HOME Program funds after January 1 of the upcoming program year, proposals for the funds will be accepted by the Consortium Members. A subcommittee of Consortium Members will review and make a recommendation for the reallocation of funds to an existing contract.
 - (c) A Consortium Member that returns its allocation remains a voting member of the Consortium.
8. Each Consortium Member will be responsible for providing its pro-rata share of matching non-federal funds not previously used each time it makes a draw against its allocation of federal funds from the HOME Program.
9. Each Consortium Member agrees to affirmatively further fair housing as required by 24 CFR 91.425(a)(1)(i) and agrees to participate in any HUD-required analysis of fair housing or assessment of fair housing. The Parties agree to comply with Arizona Executive Order 2009-09 and to comply with all applicable state and federal laws, rules, and regulations regarding equal opportunity, equal access, non-discrimination, and affirmative action.

**MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT**

10. To the extent permitted by law, a Consortium Member (including its employees, agents, elected officials and volunteers) whose act, omission, negligence, misconduct or other fault gives rise to any claim, loss, liability, cost or expense, including, but not limited to, reasonable attorneys' fees, court costs, penalties, claims for reimbursement and sanctions (hereinafter collectively referred to as "claims"), made by HUD or any third party shall defend and hold harmless the other Consortium Members from and against any and all such claims. In the event of a dispute regarding whether such indemnification is due under this Agreement, the Parties agree to use arbitration to the extent required by A.R.S. §12-133.
11. The Consortium shall comply with Arizona open meeting, public records, and ethics laws. An agenda shall be posted and minutes shall be kept on each meeting of the Maricopa HOME Consortium.
12. The Consortium Members hereby authorize the Lead Agency to act on its behalf in any way required to comply with federal statute or regulation and this Agreement, except to make legislative commitments on behalf of Consortium Members.
13. The County, as Lead Agency, shall ensure that the Consortium's HOME Program is carried out in compliance with HUD rules and regulations and the requirements of the HOME Program. These requirements include a CP in accordance with HUD regulations 24 CFR Parts 91 and 92 and the requirements of 24 CFR 92.350 and all related regulations and notices required by HUD for administration. As Lead Agency, the County shall be responsible for the administration of the Consortium HOME funds. As such, the County has been designated the Participating Jurisdiction ("PJ") by HUD in the HOME Program.
14. As reimbursement for its administrative duties under this IGA, the Lead Agency will receive administrative funds from other Consortium Members in the amount of five percent (5%) of each Consortium Member's pro-rata share of HOME Program grant allocations for each year. This percentage will be calculated on the Consortium's annual HOME Program allocation.
15. The Lead Agency agrees to:
 - (a) Prepare the Consortium's Five-Year Consolidated Plan and Annual Action Plans.
 - (b) Prepare the Consortium's CAPER.
 - (c) Prepare application and contract template for Community Housing Development Organizations ("CHDO"). Publish Public Notices on CHDO funds.
 - (d) Monitor Consortium Members and CHDOs and prepare monitoring tools.
 - (e) Coordinate/chair Consortium meetings, and prepare, maintain and disseminate agendas, minutes, and records.
 - (f) Coordinate/chair public hearings and publish notices.

MARICOPA HOME CONSORTIUM INTERGOVERNMENTAL AGREEMENT

- (g) Process all agenda items (i.e., plans, intergovernmental agreements, contracts) through the Maricopa County Board of Supervisors ("BOS").
- (h) Submit Requests for Release of Funds documents to HUD on behalf of Consortium Members. Transmit Authority to Use Grant Funds documents from HUD to Consortium Members.
- (i) Process project setups, revisions, and completion reports.
- (j) Process reimbursement requests from County funds and process drawdowns from HUD.
- (k) Prepare monthly Consortium financial reports and reconcile with HUD's financial data.
- (l) Calculate annual Consortium allocation.
- (m) Coordinate reallocation of funds when necessary.
- (n) Provide technical assistance to Consortium Members as required.
- (o) Facilitate audits and/or monitorings with HUD and State Auditor General.
- (p) Maintain all applicable Maricopa HOME Consortium application, implementation, and financial files for CHDO activities. In addition, the Lead Agency will maintain all files associated with monitoring and reporting to HUD. The Lead Agency will maintain these administrative and programmatic files according to the current applicable State and Federal record retention schedule and regulations.
- (q) Procure and contract with shared consultant/services.
- (r) Maintain a Programmatic Agreement with the State Historic Preservation Office ("SHPO") for Section 106 reviews per Part 58, contingent upon SHPO approval.
- (s) Perform market study to determine annual HOME homeownership value limits and submit to HUD for approval.
- (t) Serve as the "Certifying Officer" with respect to environmental matters on all Consortium-funded projects.

16. Consortium Members agree to:

- (a) Administer all activities funded from the pro-rata share of the non-CHDO HOME funds in respective Consortium Member jurisdictions. Each Consortium Member will develop criteria for project selection and guidelines for implementation within HUD statutes and regulations. Administration includes, but is not limited to: negotiation and execution of the contract; completion of Part 58 environmental reviews including consultation with SHPO and tribal entities as necessary; completion of required reports for project set-up and completion; processing Deeds of Trust; review and approval of reimbursement requests; submission of reimbursement requests to the Lead Agency for payment; initiation of recommendations for any contractual changes where feasible and consistent with the Consortium's Citizen Participation Plan and needs identified in the CP; and general project oversight. The Consortium Member shall be named as the beneficiary in the Deed of Trust and shall

MARICOPA HOME CONSORTIUM INTERGOVERNMENTAL AGREEMENT

- be responsible for monitoring and enforcing HUD requirements during the period of affordability.
- (b) Provide information and data for the CP, Annual Action Plans, CAPERs and other reports as required by HUD by the date and in the format specified by the Lead Agency.
 - (c) Attend Consortium meetings and public hearings whenever possible. One representative with voting authority should be at each meeting, telephonic attendance is acceptable.
 - (d) Serve on Consortium committees for policies and procedures, and CHDO selection as necessary.
 - (e) Represent the Consortium in training, seminars, conventions, etc., and share resulting information with the full Consortium.
 - (f) Participate in Consortium training sessions for subrecipients as necessary.
 - (g) Conduct appropriate environmental reviews for all projects in accordance with Part 58. Complete appropriate environmental clearance documents for all projects, including CHDO projects, administered by the Consortium Member. Publish notices when appropriate. Consortium Members will submit any Request for Release of Funds documents to the Lead Agency for forwarding to HUD.
 - (h) Submit all financial reimbursements and project set-ups, revisions, and completion reports to the Lead Agency. Each Consortium Member is responsible for educating each of their subrecipients as to the procedures and time involved for processing activity reimbursement approvals, draws, and payments. Each Consortium Member shall request drawdowns of funds from the Lead Agency for all activities in its jurisdiction with proper documentation including proof of payment and updated match log. The Consortium Members shall process reimbursement requests in a timely manner and forward them to the County to help facilitate reimbursement by the County.
 - (i) Report, retain, account for, and expend program income generated in their jurisdictions per federal regulations.
 - (j) Maintain all applicable application, implementation, financial, and CHDO files. The Consortium Member will maintain these administrative and programmatic files according to the current applicable State and Federal record retention schedule and regulations.
 - (k) Monitor rental properties in respective jurisdictions at the specified intervals throughout the period of affordability and submit monitoring reports to the Lead Agency.
 - (l) Carry out activities in compliance with HUD rules and regulations and the requirements of the HOME Program including the provisions of 24 CFR 92.504(c)(2).
 - (m) Notify the Lead Agency of their willingness to participate in a Programmatic Agreement with SHPO for the Maricopa HOME Consortium.

**MARICOPA HOME CONSORTIUM
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- (n) Oversee and make recommendations for the fifteen percent (15%) CHDO set-aside funding as defined within the HOME Program regulations according to the following guidelines:
- i. These funds shall be awarded to CHDOs on a competitive Consortium-wide basis.
 - ii. Requests will be submitted by CHDOs through an application process and rated through a ranking system as set forth in the CHDO application for funding.
 - iii. CHDO applicants will coordinate applications with the Consortium Member in whose jurisdiction the HOME Program activity is proposed. The CHDO applicant shall secure a formal resolution of support including agreement to administer the contract from this Consortium Member. The Consortium Member in which the CHDO activities occur will be named the Contract Administrator in the CHDO contract and will administer the executed contract on behalf of the Consortium. Administration includes, but is not limited to: negotiation of the CHDO contract; completion of environmental reviews, completion of required reports for project set-up and completion; Deed of Trust processing; review and approval of reimbursement requests; submission of reimbursement requests to the Lead Agency for payment; actively participate with the County in monitoring of activities; initiation of recommendations for any contractual changes where feasible and consistent with the Consortium's Citizen Participation Plan and needs identified in the CP; and general project oversight. The Contract Administrator shall be named as the Beneficiary in the Deed of Trust and shall be responsible for monitoring and enforcing HUD requirements during the period of affordability.
 - iv. CHDOs funded in a Consortium Member's jurisdiction with the 15% set-aside funds will enter into a tri-party agreement with the County and the Consortium member, with the Consortium member named as the Contract Administrator.
 - v. CHDOs that are funded in the Urban County with the 15% set-aside funds will enter into contracts with the County. The County will be the Contract Administrator for all Urban County funded CHDOs.
 - vi. The Contract Administrator shall require CHDOs to invoice the Consortium by submitting the invoice to the Contract Administrator who will review the reimbursement request and upon authorizing reimbursement shall forward to the Lead Agency for payment. Payment shall not be made until the Contract Administrator authorizes and certifies payment.
 - vii. The Contract Administrator and the Lead Agency will work cooperatively to ensure that federal and local requirements are met under the CHDO guidelines.

MARICOPA HOME CONSORTIUM INTERGOVERNMENTAL AGREEMENT

- viii. To comply with the provisions of 24 CFR 92.204, CHDO funds must be encumbered within 24 months after HUD approves the HOME Program action plan. Encumbrance means that a legally binding agreement has been executed for the use of the HOME Program funds.
 - ix. The Contract Administrator will be responsible for maintaining all CHDO contracts, implementation records, and financial files during the life of a CHDO contract for the applicable retention period.
 - x. Upon the completion of a CHDO contract, the Contract Administrator will be responsible for maintaining all additional monitoring and other applicable files during the period of affordability.
 - xi. The Contract Administrator will participate in Consortium training sessions regarding CHDOs as necessary.
17. Pursuant to 2 CFR 200, *et seq.*, if a Consortium Member fails to comply with any term(s) outlined in paragraph 16 of this Agreement, the Lead Agency may take remedial action against the Member after providing 45 (forty-five) days' written notice to the noncompliant Consortium Member. After one instance of noncompliance, and the Consortium Member's failure to cure same, remedial action may consist of the imposition of additional conditions on the Member up to suspending the Member's participation in the Consortium for up to one year. After two instances of noncompliance, the Lead Agency may terminate the noncompliant Consortium Member from the Agreement, after following the procedure set forth in Section 18 below. Notice under this section shall include, at minimum, the term(s) violated, any additional conditions imposed, signature lines for Lead Agency and noncompliant Consortium member, and a written appeal process.
18. During administration of the HOME Program, the Consortium may determine that there are circumstances under which reallocation of certain Consortium Member(s) and/or CHDO(s) HOME Program Funds is necessary. The County, as Lead Agency, may reallocate HOME Program Funds between the Parties only under the following circumstances:
- (a) A CHDO has not met a contractual commitment and/or expenditure deadline.
 - (b) A Consortium Member is determined to be non-performing by the Lead Agency. Non-performance by a Consortium member will be defined as any of the following:
 - i. Remitting more than one-third of a program year allocation to the Treasury Department due to lack of expenditures/commitments or timely draws.
 - ii. Obtaining two or more findings that are unable to be corrected during a HUD monitoring of the Consortium Member's HOME program.
 - iii. Noncompliance with two or more of the items listed in paragraph sixteen (16) of this document.
 - iv. Refusal to spend annual allocation or participate in the Consortium.

MARICOPA HOME CONSORTIUM INTERGOVERNMENTAL AGREEMENT

- (c) A CHDO or Consortium Member may appeal the Consortium's determination of nonperformance by issuing a formal appeal letter to the Lead Agency within 60 days of the original non-performance determination. The Lead Agency has 90 days to organize a subcommittee of the Consortium to accept or deny the appeal.
19. All reallocation actions will be based on a majority vote of the Consortium Members. When there is a need to reallocate funds of a Consortium Member(s), the Consortium may elect to reallocate funds to another member of the Consortium or to a CHDO.
20. When there is a need to reallocate CHDO funds, the Consortium will first prioritize potential recipients according to the following criteria:
- (a) CHDOs that have existing contracts with the Consortium.
 - (b) CHDOs that have unfunded previous submitted applications with the Consortium from the current year.
 - (c) CHDOs that submit new applications to the Consortium because of a new Request for Proposal ("RFP") process.
21. All CHDO and Consortium Member(s) reallocations will be determined by using the following funding criteria:
- (a) Ability to expend reallocated amount
 - i. Ability to encumber within time limits
 - ii. Level of effort in place to appropriately expend amount available
 - iii. Ability to secure non-federal match
 - iv. Timely implementation of current and past projects
 - v. Current and past monitoring findings
 - (b) Need
 - i. According to the priorities outlined in the CP
 - ii. Degree of urgency
 - iii. Relative levels of existing funding
22. Appeals of administrative decisions and resolutions of complaints or disputes will be addressed at whatever level of administration they occur. Every contract administrator is required to have an appeals/dispute resolution procedure. Therefore, appeals/disputes relating to the administration of any contract developed in the implementing of these programs will be processed by the administrator of that contract according to the procedures of that administrator. For CHDO contracts only, final appeal may be made to the Lead Agency.

All appeals of administrative decisions by the Consortium or requests for dispute resolution relating to Consortium activities shall be in writing and submitted to the Lead Agency. The Consortium shall review the matter at the next regularly scheduled meeting and shall respond in writing within seven days of the decision.

**MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT**

23. This Agreement may be executed in one or more counterparts, and each originally executed duplicated counterpart of this Agreement shall be deemed to possess the full force and effect of the original.
24. This Agreement may be terminated by the Lead Agency if a Consortium Member violates any term or condition of this Agreement or if Consortium Member fails to maintain a good faith effort to carry out the purpose of the Agreement. Following the termination of participation by one of the Consortium Members, this Agreement will remain in full effect with respect to the remaining Consortium Members. This Agreement may also be terminated according to A.R.S. § 38-511, which is incorporated herein by reference.
25. This Agreement will be filed with the Maricopa County Recorder's Office by the Lead Agency within ten (10) calendar days after the final counterpart is executed and returned to the Lead Agency. This Agreement will become effective on the date of recordation ("Effective Date").
26. When a shared consultant/service is hired on behalf of the Consortium, the costs will be shared on a pro-rata basis. This share will be calculated based on the annual Consortium Members' collective annual CDBG allocation. Consortium Member's pro-rata annual HOME allocation will be reduced by each Consortium Member's cost share.
27. In the event a Consortium Member elects to no longer participate in the Consortium, the following duties and obligations will be required with respect to those Consortium funds controlled by the departing Consortium Member:
- (a) Unencumbered/unexpended funds
 - i. Consortium HOME funds allocated prior to the date of separation, shall not be commingled with any other HOME funds in any one project.
 - ii. All funds allocated to the departing Consortium Member by the Consortium must be encumbered before encumbering funds granted to the departing Consortium Member directly by HUD.
 - iii. If departing Consortium Member encumbers the bulk of Consortium funds, but a minimal amount remains, the departing Consortium Member can simply return the funds to the Consortium.
 - iv. The departing Consortium Member shall return to the Consortium any Consortium funds allocated to the departing Consortium Member that have not been expended by the expenditure and encumbrance timelines specified in this Agreement.
 - v. The departing Consortium Member shall name the Consortium as beneficiary on documents (e.g. deeds of trust, liens) associated with any Consortium-funded projects that the departing Consortium Member enters into and shall modify all documents necessary to meet this requirement.

**MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT**

- (b) Program Income
 - i. The departing Consortium Member shall remit to the County all Program Income received attributable to Consortium-funded projects.
 - ii. The County, as Lead Agency, shall be responsible for using any Program Income it receives in accordance with applicable statutes and regulations and shall reallocate such funds according to the Consortium Reallocation Policy.
- (c) Match
 - i. The departing Consortium Member shall retain any match credits held by the departing Consortium Member as of the date of separation, to be used in accordance with statute and HUD regulations and guidelines.
 - ii. The departing Consortium Member shall apply match credits to Consortium-funded projects first; when those projects have the full required match amount, then the departing Consortium Member may apply the credits to the departing Consortium Member's funded projects.
- (d) Planning and Reporting
 - i. The departing Consortium Member shall use its own Citizen Participation Plan for all Consortium-funded projects committed after the date of separation. The departing Consortium Member shall maintain all appropriate reports as described in the Agreement, on all Consortium-funded projects for the entirety of each project's respective affordability period.
 - ii. The departing Consortium Member shall remit these reports to the County upon request.
- (e) Monitoring
 - i. The departing Consortium Member shall maintain separate records for all Consortium-funded projects in accordance with the applicable Consortium policy and shall provide these reports to the County upon request.
 - ii. The departing Consortium Member shall monitor its subrecipient and CHDO agreements related to projects funded by the departing Consortium Member in accordance with the applicable HUD regulations for the entirety of each applicable affordability period.
- (f) Meetings
 - i. The departing Consortium Member may participate in Consortium meetings in a non-voting capacity until all Consortium funds held by the departing Consortium Member as of the date of separation have been expended.
- (g) Environmental Reviews
 - i. Maricopa County shall be the "Certifying Officer" with respect to environmental matters on all Consortium-funded projects.

**MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT**

28. In the event funds are not appropriated to the HOME program, HUD guidance shall be followed to close out the program. The Lead Agency will be responsible for grant close-out. The Consortium Members will be responsible for maintaining compliance on previous HOME-funded units.
- (a) Program Income
 - i. Consortium Members shall remit to the County all Program Income received attributable to Consortium-funded projects.
 - ii. The County, as Lead Agency, shall be responsible for using any Program Income it receives in accordance with applicable statutes and regulations and shall reallocate such funds according to the Consortium Reallocation Policy.

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized officers.

This Agreement is for the purpose of funding HOME Program activities for the federal fiscal years 2021 – 2023.

**MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT**

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:
MARICOPA COUNTY (LEAD ENTITY)

Chairman, Board of Supervisors

Attested to:

Fran McCarroll, Clerk of the Board

Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11.251 & 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

Deputy County Attorney for Maricopa County Date

**MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT**

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:
CITY OF GLENDALE

City Mayor

Attested to:

City Clerk

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

Attorney for the City of Glendale Date

**MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT**

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:
CITY OF TEMPE

City Mayor

Attested to:

City Clerk

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

Attorney for the City of Tempe Date

**MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT**

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:
CITY OF CHANDLER

City Mayor

Attested to:

City Clerk

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

Attorney for the City of Chandler Date

**MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT**

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:
CITY OF SCOTTSDALE

City Mayor

Attested to:

City Clerk

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

Attorney for the City of Scottsdale Date

Reviewed by:

Risk Manager for the City of Scottsdale

**MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT**

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:
TOWN OF GILBERT

Town Mayor

Attested to:

Town Clerk

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

Attorney for the Town of Gilbert Date

**MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT**

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:
CITY OF PEORIA

City Mayor

Attested to:

City Clerk

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

Attorney for the City of Peoria Date

**MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT**

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:
CITY OF SURPRISE

City Mayor

Attested to:

City Clerk

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

Attorney for the City of Surprise Date

**MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT**

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:
CITY OF AVONDALE

City Mayor

Attested to:

City Clerk

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

Attorney for the City of Avondale Date

This Agreement is for the purpose of funding HOME Program activities for the federal fiscal years 2021 – 2023.

CITY COUNCIL REPORT

SUBJECT: Resolution No. 1011-0220 - Amendment Number Two to an Intergovernmental Agreement with Arizona Department of Transportation for the Van Buren Multi-Use Path Project

MEETING DATE: 2/18/2020

TO: Mayor and Council

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

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

PURPOSE:

City Council will consider a request to adopt Resolution No. 1011-0220 authorizing Amendment Number 2 to the Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) to allow ADOT to oversee the construction of the Van Buren Multi-Use Path Project, authorize the necessary budget transfers and authorize the Mayor, or City Manager and City Clerk, to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale applied for, and was awarded Transportation Alternatives Program (TAP) funding through the Maricopa Association of Governments (MAG) for the Van Buren Multi-Use Corridor Project. MAG originally programmed this Project for construction in FY2017. The Project's estimated construction cost was \$2,183,260 in FY2017. The federal contribution was estimated to be \$2,011,664 and the City's cost share was estimated to be \$201,596 which included the City's cost share for construction and the estimated City cost for ADOT project management and design review fees.

On November 20, 2017 Council adopted a resolution authorizing an Intergovernmental Agreement (IGA) with ADOT for the design and construction of the project. The purpose of the IGA was to designate the State (ADOT) as the City's authorized agent to obtain federal funds for, and to oversee the design and installation of a multi-use path along Van Buren Street from 127th Avenue to the 113th Avenue alignment. The improvements will include lighting, landscape, water fountains and other pedestrian and bicycle amenities.

On June 3, 2019 City council approved Amendment Number One to the IGA to increase the funding for this project. During the design process, the Engineer's Estimate was found to be above the funding level. Staff was able to work with MAG staff and receive close-out funding to cover this overage. The amount of federal aid funding for this project increased from \$2,011,664 to \$2,300,787. As a result, the City-share increased from \$201,596 to \$219,072.

The State advertised the project for bid in October, 2019, and bids were opened on November 1, 2019. The lowest responsible bid for construction was found to be above the current funding level.

DISCUSSION:

Amendment Number Two serves to increase the budget for this project.

The cost increase is attributed to labor shortages and material price increase. Staff was able to work with MAG staff and receive federal FY2020 close-out funding to cover this overage. The amount of federal aid funding for this project increased from \$2,300,787 to \$2,553,435 (an increase of \$252,648). As a result, the City-share of 5.7% will increase from \$219,072 to \$234,343 (an increase of \$15,271). Consistent with the Original Agreement and Amendment No. One, the City has been invoiced and paid for the initial construction share of \$139,072.00. The City will pay the additional match for construction costs estimated at \$15,271.00, within 30 days of receipt of an invoice.

Funding Summary:

Federal-aid funds @ 94.3% \$ 2,553,435.00

City's match @ 5.7% \$ 154,343 (City Responsibility)

City's contribution @ 100% \$ 50,000.00 (City Responsibility)

Subtotal – Construction \$ 2,757,778.00

ADOT Proj. Dev. Admin. Cost \$ 30,000.00 (City Responsibility)

Estimated TOTAL Project Cost \$ 2,787,778.00

Total Estimated City Funds \$ 234,343.00 Total Federal Funds \$ 2,553,435.00

All other terms of the original IGA remain in place.

Schedule:

ADOT Awards Construction March 2020

Construction Completion December 2020

STRATEGIC PLAN ALIGNMENT

INITIATIVE:

Foster Sustainable Community Development

GOAL:

Maintain and expand infrastructure and improve connectivity to City amenities

OBJECTIVE:

Complete sidewalk and install pedestrian lighting to improve and increase pedestrian safety and security

BUDGET IMPACT:

The funding needed for the Project is \$50,000 that includes federal aid 5.7% match in the amount of \$15,271 and an additional contingency in the amount of \$34,729.0. Additional funding in the amount of \$50,000.00 will be transferred from CIP line item 304-1220-00-8420, Pedestrian Ramp/Sidewalk Program to 310-1408-00-8210 Van Buren Multi-Use Path.

Following is the project cost summary:

Design - \$423,714.38

Land Acquisition - \$971,950.35

Construction – 2,757,778.00

Total Federal Funds – 2,553,435.00

Total Federal match and City contribution = \$234,343.00

Total City Funds Contribution - \$234,343 + \$423,714.38 + \$971,950.35 = \$1,630,007.73

RECOMMENDATION:

Staff recommends that City Council adopt a resolution authorizing Amendment Number Two to the Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) to increase the funding for the project, allow ADOT to oversee the construction of the Van Buren Multi-Use Path Project, authorize the necessary budget transfers and authorize the Mayor, or City Manager and City Clerk, to execute the necessary documents.

RESOLUTION NO. 1011-0220

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA THROUGH ITS DEPARTMENT OF TRANSPORTATION TO REVISE THE PROJECT COSTS ESTIMATES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE AS FOLLOWS:

SECTION 1. The Second Amendment to the Intergovernmental Agreement (IGA 17-0006561-I) between the City of Avondale (the “City”) and State of Arizona, through its Department of Transportation (ADOT), serves to revise the project cost estimates in “Exhibit A” thereto (the “Amendment”) is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

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

SECTION 3: If any section, subsection, sentence, clause, phrase or portion of this resolution or any part of the Intergovernmental Agreement adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, February 18, 2020.

[SIGNATURES ON FOLLOWING PAGES]

Kenneth Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1011-0220
[Amendment]
See following pages.

ADOT File No.: IGA/ JPA 17-0006561-I
Amendment No. Two: 20-0007632-I
AG Contract No.: P001 2017 004071
Project Location/Name: Van Buren St.
Agua Fria River-113th Ave., Avondale
Type of Work: Construct Multi-Use Path
Federal-aid No.: AVD-0(221)T
ADOT Project No.: SL738 01D/01C
TIP/STIP No.: AVN 17-406
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

**AMENDMENT NO. TWO
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. Two”), is entered into this date _____, pursuant to Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the “City”). The State and the City are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA/JPA 17-0006561-I, A.G. Contract No. P001 2017 004071, was executed on December 17, 2017, (the “Original Agreement”); IGA/JPA 19-0007280-I Amendment No. One, executed on July 3, 2019, (the “Amendment No. One”);

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. Two and has delegated to the undersigned the authority to execute this Amendment No. Two on behalf of the State;

WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into this Amendment No. Two and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the City; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. Two is to revise Project construction costs. Exhibit A is revised and replaced accordingly. The Parties desire to amend the Original Agreement and Amendment No. One, as follows:

I. RECITALS

Consistent with the Original Agreement and Amendment No. One, the City has been invoiced and paid for the initial construction share of \$139,072.00. The City will pay the additional match for construction costs estimated at \$15,271.00, within 30 days of receipt of an invoice.

II. SCOPE OF WORK

NO CHANGES

III. MISCELLANEOUS PROVISIONS

Section III, Paragraph 19, is revised, as follows:

19. The Parties shall ensure that all contractors comply with the applicable requirements of A.R.S. §35-393.01.

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement and Amendment No. One remain in full force and effect.

THIS AMENDMENT NO. TWO shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH A.R.S. § 11-952 (D) attached and incorporated in this Amendment No. Two is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. Two and that the Amendment No. Two is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. Two the day and year first above written.

CITY OF AVONDALE

STATE OF ARIZONA

Department of Transportation

By _____
KENNETH WEISE
Mayor

By _____
STEVE BOSCHEN, PE
Division Director

ATTEST:

By _____
MARCELLA CARRILLO
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE

I have reviewed the above referenced Amendment No. Two, to the Original Agreement and Amendment No. One between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. Two, to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. Two.

City Attorney

Date

EXHIBIT A

AMENDMENT 2
IGA 17-0006561-I
Cost Estimate

SL738 01D/01C

The federal funds will be used for the construction of the Project, including the construction engineering (CE) and administration cost. The estimated Project costs are as follows:

SL738 01D (ADOT Project Development Administration (PDA) (formerly referred to as PMDR) Cost, non-federal-aid):

PDA costs*	\$
30,000.00	

SL738 01C (construction):

Federal-aid funds @ 94.3%	\$ 2,553,435.00
City's match @ 5.7% **	\$ 154,343.00
City's contribution @ 100%	<u>\$ 50,000.00</u>

Subtotal – Construction***	\$ 2,757,778.00
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Estimated TOTAL Project Cost	\$ 2,787,778.00
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Total Estimated City Funds	\$ 234,343.00
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Total Federal Funds	\$ 2,553,435.00
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* (Included in the City Estimated Funds)

** (The City has paid \$139,072.00 and will be invoiced for the additional match for construction costs estimated at \$15,271.00)

*** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

ADOT File No.: IGA:17-0006561-I
Amendment No. One: 19-0007280-I
AG Contract No.: P0012017004071
Project Location/Name: Van Buren St; AF
River - 113th Ave., Avondale
Type of Work: Construct Multi-Use Path
Federal-aid No.: AVD-0(221)T
ADOT Project No.: SL738 01D/01C
TIP/STIP No.: AVN 17-406
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"), is entered into this date July 3, 2019, pursuant to Arizona Revised Statutes ("A.R.S") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA/JPA 17-0006561-I, A.G. Contract No. P001 2017 004071, was executed on December 18, 2017, (the "Original Agreement");

WHEREAS, the State is empowered by A.R.S § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by A.R.S § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to revise Project costs, Exhibit A (Cost Estimate) is revised and replaced accordingly. The Parties desire to amend the Original Agreement, as follows:

IGA: 17-0006561-I
Amendment No. One:19-0007280-I

I. RECITALS

Consistent with the Original Agreement, the City has been invoiced and paid \$30,000.00 for the City's share of Project Development Administration (PDA)(formerly referred to as PMDR) costs.

II. SCOPE OF WORK

Section II, Paragraph 1.d. is revised, as follows:

1. The State will:
 - d. After completion of design and prior to bid advertisement, invoice the City for the actual PDA costs, as applicable, and the City's share of the Project construction costs, estimated at \$189,072.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

Section II, Paragraph 2.d. is revised, as follows:

2. The City will:
 - d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, any outstanding PDA costs and the City's share of the Project construction costs, estimated at \$189,072.00. Be responsible for and pay the difference between the estimated and actual construction costs of the Project, within 30 days of receipt of an invoice.

III. MISCELLANEOUS PROVISIONS

Section III, Paragraph 19. is revised, as follows:

19. The Parties shall ensure that all contractors comply with the applicable requirements of A.R.S §35-393.01.¹

Section III, Paragraph 23. is added, as follows:

23. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

¹ In *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.), the U.S. District Court entered a preliminary injunction that enjoins the State from enforcing A.R.S. § 35-393.01(A) (the "Anti-Israel Boycott Provision"). That statute states that: "[a] public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel." Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01(A)) is unenforceable and the State will take no action to enforce it.

IGA: 17-0006561-I
Amendment No. One:19-0007280-I

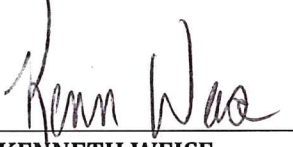
EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO. ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH A.R.S § 11-952 (D) attached and incorporated in this Amendment No. One is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF AVONDALE

By 
KENNETH WEISE
Mayor

STATE OF ARIZONA

Department of Transportation

By 
STEVE BUSCHEN, PE
Division Director

ATTEST:

By 
MARCELLA CARRILLO
City Clerk



IGA: 17-0006561-I
Amendment No. One:19-0007280-I

ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this 17th day of June, 2019.



City Attorney

EXHIBIT A

IGA 17-0006561-I Cost Estimate

SL738 01D/01C

The federal funds will be used for the construction of the Project, including the construction engineering (CE) and administration cost. The estimated Project costs are as follows:

SL738 01D (ADOT Project Development Administration (PDA) (formerly referred to as PMDR) Cost, non-federal-aid):

PDA costs*	\$ 30,000.00
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SL738 01C (construction):

Federal-aid funds @ 94.3%	\$ 2,300,787.00
City's match @ 5.7%	\$ 139,072.00
City's contribution @ 100%	<u>\$ 50,000.00</u>

Subtotal – Construction**	\$ 2,489,859.00
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Estimated TOTAL Project Cost	\$ 2,519,859.00
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Total Estimated City Funds	\$ 219,072.00
Total Federal Funds	\$ 2,300,787.00

* (Included in the City Estimated Funds)

** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION /
TRANSPORTATION SECTION

DAWN NORTHUP
DIVISION CHIEF COUNSEL
SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012017004071 (**ADOT IGA/JPA 17-0006561-I Amendment No. One: 19-0007280-I**), an Agreement between public agencies, the State of Arizona and the City of Avondale, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954, as amended, and § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: July 3, 2019

MARK BRNOVICH
Attorney General

[REDACTED]
SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED/cd/8017565

CITY COUNCIL REPORT

SUBJECT: Resolution No. 1012-0220 - Amendment No. Three to an Intergovernmental Agreement with the State of Arizona through the Department of Transportation for the Agua Fria Multi-Use Path

MEETING DATE: 2/18/2020

TO: Mayor and Council

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

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

PURPOSE:

City Council will consider a request to adopt Resolution No. 1012-0220 approving Amendment No. Three to the Intergovernmental Agreement with the State of Arizona, through the Department of Transportation, to designate the State as the City's agent to obtain federal funds for the construction of the Agua Fria Multi-Use Path, and authorize the Mayor, or City Manager and City Clerk to execute the appropriate documents. The Council will take appropriate action.

BACKGROUND:

On June 3, 2013, City Council approved an IGA with ADOT for the design and scoping of the Agua Fria Multi-Use Path project. The Agua Fria Multi-Use Path project will construct a section of an asphalt multi-use path under Interstate 10 along the Agua Fria east bank that will ultimately connect Van Buren Street to Friendship Park at McDowell Road. This multi-use path will be an important connection within the trail system from Friendship Park and will eventually link Avondale to the southern part of Avondale and the Sun Circle trail connecting to the communities in the northwest Valley.

On October 21, 2013 City Council approved Amendment No. 1 with ADOT to increase the funding in the project. Due to the complexity of this project including environmental issues and the design of a pedestrian bridge under Interstate I-10, staff requested an additional \$50,000 from the Federal Highway Administration (FHWA). FHWA approved the additional funding.

The project has experienced several difficulties with budget and permitting. In May 2017, MAG Regional Council approved dividing the project into two phases. Phase 1 will construct the path south of the ADOT drainage channel and Phase 2 will construct a bridge over the ADOT drainage channel and connect to the existing path in Friendship Park. Phase 1 will be constructed with Federal funds, and currently, Phase 2 is to be constructed with local funds at a later date. MAG Regional Council approved deferring construction of the project into Federal FY19 to allow time to acquire 408 and 404 permits.

On June 3, 2019 City Council approved Amendment No. 2 with ADOT to designate the State as the City's authorized agent to obtain federal funds for the scoping, design, and construction of the multi-use path under Interstate 10 (I-10). The State advertised the project for bid in October, 2019, and bids were opened on November 1, 2019. The lowest responsible bid for construction was found to be above the current funding level.

DISCUSSION:

Amendment Number 3 serves to increase the budget for this project.

The cost increase is attributed to labor shortages and material price increase. Staff was able to work with MAG staff and receive federal FY2020 close-out funding to cover this overage. The amount of federal aid funding for this project increased from \$1,481,427 to \$1,763,193 (an increase of \$281,766). As a result, the City-share of 5.7% will increase from \$292,227 to \$309,259 (an increase of \$17,032). Consistent with the Original Agreement and Amendment No. One and Two, the City has been invoiced and paid for their share of PDA costs of \$79,000.00 and scoping /design costs of \$136,798.00 and initial construction share of 76,429.00. The City will pay the remaining \$17,032.00 (the City's additional match for construction costs) within 30 days of receipt of an invoice.

Funding Summary:

Federal aid funds @ 94.3% \$1,546,194.00

City match @ 5.7% \$ 93,461.00

Subtotal – Construction** \$1,639,655.00

Estimated TOTAL Project Cost \$2,072,453.00

Total Estimated City Funds \$ 309,259.00

Total Federal Funds \$1,763,193.00

Schedule:

ADOT Awards Construction March 2020

Construction Completion December 2020

STRATEGIC PLAN ALIGNMENT

INITIATIVE:

Foster Sustainable Community Development

GOAL:

Maintain and expand infrastructure and improve connectivity to City amenities

OBJECTIVE:

Complete/install trail and pedestrian lighting to improve and increase pedestrian safety and security

BUDGET IMPACT:

Funding for this project in the amount of \$17,032.00 is available in One Time Fund Line Item 310-1346-00-8420, I10 Underpass Trail, Trail Head and Pedestrian Bridge.

RECOMMENDATION:

Staff recommends that City Council adopt a resolution authorizing Amendment Number Three to Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT), to increase the funding for the project, allow ADOT to oversee the construction of the Agua Fria Multi-Use Path Project and authorize the Mayor, or City Manager and City Clerk, to execute the necessary documents.

RESOLUTION NO. 1012-0220

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA THROUGH ITS DEPARTMENT OF TRANSPORTATION TO REVISE THE PROJECT COSTS ESTIMATES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE AS FOLLOWS:

SECTION 1. The Third Amendment to the Intergovernmental Agreement (IGA 13-0001169-I) between the City of Avondale (the “City”) and State of Arizona, through its Department of Transportation (ADOT), serves to revise the project cost estimates in “Exhibit A” thereto (the “Amendment”) is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

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

SECTION 3: If any section, subsection, sentence, clause, phrase or portion of this resolution or any part of the Intergovernmental Agreement adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, February 18, 2020.

[SIGNATURES ON FOLLOWING PAGES]

Kenneth Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1012-0220
[Amendment]
See following pages.

ADOT File No.: IGA/ JPA 13-0001169-I
Amendment No. Three: 20-0007631-I
AG Contract No.: P0012013001249
Project Location/Name: Van Buren to
Friendship Park at McDowel Road
Type of Work: I-10 Under path along
Agua Fria East Bank
Federal-aid No.: STP-AVN-0(215)T
ADOT Project No.: SZ078 01D/03D/01C
TIP/STIP No.: AVN 15-441D/AVN 15-
441C
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

**AMENDMENT NO. THREE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AMENDMENT NO. THREE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. Three”), is entered into this date _____, pursuant to Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the “City”). The State and the City are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA/JPA 13-0001169-I, A.G. Contract No. P001 2013 001249, was executed on June 24, 2013, (the “Original Agreement”); IGA/JPA 13-0002784-I Amendment No. One, was executed on October 30, 2013, (the “Amendment No. One”); IGA/JPA 19-0007300-I Amendment No. Two, was executed on June 6, 2019, (the “Amendment No. Two”);

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. Three and has delegated to the undersigned the authority to execute this Amendment No. Three on behalf of the State;

WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into this Amendment No. Three and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. Three and has authorized the undersigned to execute this Amendment No. Three on behalf of the City; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. Three is to revise Project construction costs. The Parties desire to amend the Original Agreement, Amendment No. One, and Amendment No. Two, as follows:

I. RECITALS

Section I. Paragraph 7., is revised, as follows:

7. The federal funds will be used for the scoping, design, and construction of the Project. The estimated Project costs are as follows:

SZ078 01D (ADOT Project Development Administration (PDA) Cost, (formerly State design review fee), non-federal-aid):

City's PDA costs*	\$ 79,000.00
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SZ078 03D (scoping/design):

Federal-aid funds @94.3%	\$ 217,000.00
City's match @5.7%	\$ 13,117.00
City's cost @100%	<u>\$ 123,681.00</u>
	\$ 353,798.00

Subtotal – Scoping/Design/PDA*	\$ 432,798.00
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SZ078 01C (construction):

Federal-aid funds @94.3%	\$ 1,546,194.00
City match @5.7%	<u>\$ 93,461.00</u>

Subtotal – Construction**	\$1,639,655.00
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Estimated TOTAL Project Cost	\$2,072,453.00
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Total Estimated City Funds	\$ 309,259.00
Total Federal Funds	\$ 1,763,194.00

*(Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

Consistent with the Original Agreement, Amendment No. One, and Amendment No. Two, the City has been invoiced and paid for their share of PDA costs of \$79,000.00 scoping /design costs of \$136,798.00, and initial construction share of \$76,429.00. The City will pay the remaining \$17,032.00, the City's additional match for construction costs, within 30 days of receipt of an invoice.

II. SCOPE OF WORK

NO CHANGES

III. MISCELLANEOUS PROVISIONS

Section III, Paragraph 13 is revised as follows:

13. The Parties shall ensure that all contractors comply with the applicable requirements of A.R.S. §35-393.01.

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement, Amendment No. One, and Amendment No. Two, remain in full force and effect.

THIS AMENDMENT NO. THREE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH A.R.S. § 11-952 (D) attached and incorporated in this Amendment No. Three is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. Three and that the Amendment No. Three is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. Three the day and year first above written.

CITY OF AVONDALE

STATE OF ARIZONA
Department of Transportation

By _____
KENN WEISE
Mayor

By _____
STEVE BOSCHEN, PE
Division Director

ATTEST:

By _____
MARCELLA CARRILLO
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE

I have reviewed the above referenced Amendment No. Three to the Original Agreement ,
Amendment No. One, and Amendment No. Two between the State of Arizona, acting by and through
its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an agreement among public
agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954
and declare this Amendment No. Three to be in proper form and within the powers and authority
granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. Three.

City Attorney

Date

ADOT File No.: IGA/ JPA 13-0001169-I
Amendment No. Two: 19-0007300-I
AG Contract No.: P001 2013 001249
Project Location/Name: Van Buren to
Friendship Park at McDowell Road
Type of Work: I-10 Under path along Agua
Fria East Bank
Federal-aid No.: STP-AVN-0(215)T
ADOT Project No.: SZ078 01D/03D/01C
TIP/STIP No.: AVN15-441D/AVN15-441C
CFDA No.: 20.205 Highway Planning and
Construction
Budget Source Item No.: N/A

**AMENDMENT NO. TWO
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. Two"), is entered into this date June 6, 2019, pursuant to Arizona Revised Statutes ("A.R.S") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA/JPA 13-0001169-I, A.G. Contract No. P0012013001249, was executed on June 24, 2013, (the "Original Agreement"); and IGA/JPA 13-0002784-I Amendment No. One, executed on October 30, 2013, (the "Amendment No. One");

WHEREAS, the State is empowered by A.R.S § 28-401 to enter into this Amendment No. Two and has delegated to the undersigned the authority to execute this Amendment No. Two on behalf of the State;

WHEREAS, the City is empowered by A.R.S § 48-572 to enter into this Amendment No. Two and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the City; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. Two is to revise Project design costs, add the Project construction phase costs and establish Project maintenance responsibilities. The Parties desire to amend the Original Agreement and Amendment No. One, as follows:

IGA: 13-0001169-I
Amendment No. Two: 19-0007300-I

I. RECITALS

Section I. Paragraphs 3, and 7. Are revised, as follows:

3. The purpose of this Amendment No. Two is to designate the State as the City's authorized agent to obtain federal funds for the scoping, design, and construction of an asphalt multi-use path under Interstate 10 (I-10) along the Agua Fria east bank that connects Van Buren Street to Friendship Park at McDowell Road, hereinafter referred to as the "Project". The State will administer the design and advertise, bid and award the construction phase of the Project. The City will maintain all Project improvements.
7. The federal funds will be used for the scoping, design, and construction of the Project. The estimated Project costs are as follows:

SZ078 01D (ADOT Project Development Administration (PDA) Cost, (formerly State design review fee), non-federal-aid):

City's PDA costs*	\$ 71,000.00
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SZ078 03D (scoping/design):

Federal-aid funds @94.3%	\$ 217,000.00
City's match @5.7%	\$ 13,117.00
City's cost @100%	<u>\$ 131,681.00</u>
	\$ 361,798.00

Subtotal – Scoping/Design/PDA*	\$ 432,798.00
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SZ078 01C (construction):

Federal-aid funds @94.3%	\$ 1,264,427.00
City match @5.7%	<u>\$ 76,429.00</u>

Subtotal – Construction**	\$1,340,856.00
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Estimated TOTAL Project Cost	\$1,773,654.00
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Total Estimated City Funds	\$ 292,227.00
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Total Federal Funds	\$1,481,427.00
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*(Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

Consistent with the Original Agreement and Amendment No. One, the City has been invoiced and paid for their share of PDA costs of \$71,000.00 and scoping /design costs of \$144,798.00.

II. SCOPE OF WORK

Section II, Paragraphs 1. f. - k. are added, as follows:

1. The State will:
 - f. After completion of design and prior to bid advertisement, invoice the City for the actual PDA costs, as applicable, and the City's share of the Project construction costs, estimated at \$76,429.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
 - g. After receipt of the actual PDA and any outstanding design costs, if applicable, and the City's estimated share of the Project construction costs, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.
 - h. After receipt of FHWA authorization, proceed to advertise for, receive and open bids award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain City concurrence prior to awarding the contract. After the Project is awarded, invoice the City for the difference between estimated and actual costs, if applicable.
 - i. Notify the City of substantial completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the City, and provide a copy to the City indicating that the State's maintenance responsibility of the Project is terminated, as applicable.
 - j. Notify the City of substantial completion and final acceptance of the Project; coordinate with the City and turn over full responsibility of the Project improvements.
 - k. Not be obligated to maintain the Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

Section II, Paragraphs 2. h. - n. are added, as follows:

2. The City will:
 - b. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, any outstanding PDA and/or design costs and the City's share of the Project construction costs, estimated at \$76,429.00. Be responsible for and pay the difference between the estimated and actual construction costs of the Project, within 30 days of receipt of an invoice.

IGA: 13-0001169-I

Amendment No. Two: 19-0007300-I

- c. Certify that the City has adequate resources to discharge the City's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201)
- d. Not permit or allow any encroachments on or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.
- e. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said City rights-of-way. This temporary right will expire with completion of the Project.
- f. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right-of-way to re-establish the prior right location for those utilities with prior rights.
- g. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file an NOT with ADEQ when final stabilization is reached, as applicable.
- h. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

III. MISCELLANEOUS PROVISIONS

Section III, Paragraph 13. is replaced, as follows:

13. The Parties shall ensure that all contractors comply with the applicable requirements of A.R.S §35-393.01.¹

Section III, Paragraph 17. is added, as follows:

14. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

¹ In *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.), the U.S. District Court entered a preliminary injunction that enjoins the State from enforcing A.R.S. § 35-393.01(A) (the "Anti-Israel Boycott Provision"). That statute states that: "[a] public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel." Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01(A)) is unenforceable and the State will take no action to enforce it.

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EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement and Amendment No. One remain in full force and effect.

THIS AMENDMENT NO. TWO shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH A.R.S § 11-952 (D) attached and incorporated in this Amendment No. Two is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. Two and that the Amendment No. Two is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. Two the day and year first above written.

CITY OF AVONDALE

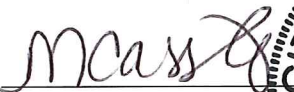
By 
KENN WEISE
Mayor

STATE OF ARIZONA

Department of Transportation

By 
STEVE BOSCHEN, PE
Division Director

ATTEST:

By 
MARCELLA CARRILLO
City Clerk



IGA: 13-0001169-I
Amendment No. Two: 19-0007300-I

ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE

I have reviewed the above referenced Amendment No. Two to the Original Agreement and Amendment No. One between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. Two to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. Two.

DATED this 3rd day of June, 2019.



City Attorney



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION /
TRANSPORTATION SECTION

DAWN NORTHUP
DIVISION CHIEF COUNSEL
SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

A.G. Contract No. P0012013001249 (**ADOT IGA/JPA 13-0001169-I Amendment No. Two: 19-0007300-I**), an Agreement between public agencies, the State of Arizona and the City of Avondale, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: June 6, 2019

MARK BRNOVICH
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED/sp/7952244

CITY COUNCIL REPORT

SUBJECT: Public Hearing - Costco #691 Fuel Facility - Conditional Use Permit - Application PL-19-0199

MEETING DATE: 2/18/2020

TO: Mayor and Council

FROM: Kevin Murphy, Development & Engineering Services Department Director

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

PURPOSE:

City Council will hold a public hearing and consider a request by Charles Moseley, Barghausen Consulting Engineers Inc., for approval of a Conditional Use Permit (CUP) to allow a gas station in the Gateway Pavilions Planned Area Development (PAD) zoning district. The gas station use is proposed on a 17.9 gross acre site, currently developed with a Costco gas station, retail store, and parking lot located approximately 440 feet north of the northwest corner of 99th Avenue and McDowell Road. The subject property is zoned Gateway Pavilions PAD, which allows for use of the subject property in accordance with the permitted uses in the City's C-2 (Community Commercial) zoning district; City Council approval of a Conditional Use Permit is required for a gas station in the C-2 district. The Council will take appropriate action.

BACKGROUND:

The 17.9 gross acre subject property (Exhibits A and B) is located approximately 440 feet north of the northwest corner of 99th Avenue and McDowell Road.

The site was annexed into the City's corporate limits on June 26, 1981 (Ordinance No. 301). The site was rezoned to Gateway Park (now Gateway Pavilions) PAD in 1985 and was amended in 2001 and 2015 to modify development standards and permitted uses, respectively. This commercial parcel is intended to develop with uses and development standards as allowed in the City's C-2 (Community Commercial) zoning district. Gateway Pavilions totals approximately 79 acres and is developed with C-2 uses. It is completely developed except for one (1) undeveloped pad about 0.4 acres in size.

The subject property is located within the Avondale Freeway Corridor Specific Plan area and is designated as Freeway Commercial on the General Plan 2030 Land Use Map (Exhibit C). The Freeway Commercial designation allows for a broad range of non-residential uses and development flexibility by promoting community-wide and regional retail, medical, office, higher educational complexes, hospitality, sports and family entertainment, commercial complexes, and service destinations to a larger trade area. The Freeway Corridor Specific Plan furthers the goals, policies, and objectives of the General Plan 2030 and encourages freeway commercial, mixed-use/specialty support along 99th Avenue.

Surrounding uses and zoning include:

- **North:** Vacant land totaling 60.29 acres zoned Avondale Station PAD. A mixed-use development is proposed on the site.

- **East of 99th Avenue:** Multiple uses occur; soccer fields, an artificial grass and shed retail business, vacant land, and a canal owned by the Roosevelt Irrigation District in the jurisdiction of City of Phoenix.
- **South of McDowell Road:** Retail, personal service, and restaurant uses zoned Gateway Crossing PAD totaling approximately 29 acres.
- **West:** Retail, personal service, and restaurant uses zoned Gateway Pavilions PAD totaling approximately 79 acres.

SUMMARY OF REQUEST:

The applicant, Charles Moseley, is requesting approval of a Conditional Use Permit (CUP) to allow a gas station on the subject site (Exhibit E). The property is zoned Gateway Pavilions PAD, allowing C-2 uses. Approval of a CUP is required for gas stations in the C-2 zoning district.

A gas station is defined in the Zoning Ordinance as a place of business having pumps and/or storage tanks from which motor vehicle fuel is dispensed at retail into a motor vehicle or an approved container with accessory activities that may include the retail sale and installation of minor automobile parts and accessories, retail sales of food, drink and other convenience items, automobile washing, inspections or other routine vehicle maintenance, but shall not include major automotive repair work such as engine overhauling, body and fender repair, or painting.

The proposed gas station will consist of an 11,650 square foot canopy, sixteen (16) pumps, three (3) underground storage tanks, a controller enclosure, and a transformer. A convenience store is not proposed. The hours of operation will be 6 a.m. to 10 p.m., Monday through Friday, and 7 a.m. to 10 p.m. on Saturdays and Sundays. This gas station replaces an existing gas station developed nearby on the subject property.

The project will be completed in two (2) phases (Exhibit J). The first phase will be the gas station construction in an area currently developed as a parking lot. The second phase will be demolition and decommission of the existing gas station and redeveloping that area with parking and landscaping. The proposed landscaping exceeds the City's landscaping requirements.

The project will remove 84 parking spaces for an overall remaining total of 756 spaces. The provided parking will exceed the minimum parking requirement. The new parking area will provide two (2) pedestrian crossings across the main drive aisle of the Costco development.

The canopy design includes metal-wrapped canopy fascia and CMU-wrapped canopy columns with earth tone finishes. The elevations match Costco's main store roofline and architectural details.

A separate application for Site Plan/Design Review has been reviewed by City staff and meets all requirements. The application is consistent with the site plan (Exhibit F), landscape plan (Exhibit G), and architectural renderings (Exhibit H) provided as part of the Conditional Use Permit application. The Site Plan/Design Review application cannot be approved until such time that the City Council approves the CUP request; approval of the Site Plan/Design Review application will be administrative.

PUBLIC PARTICIPATION:

The applicant conducted the required neighborhood meeting to discuss the proposed gas station on January 14, 2020. The meeting was held in the City of Avondale's Mojave conference room at 6 p.m. The meeting was advertised in the December 25, 2019 edition of the Southwest Valley Arizona Republic. A notification sign, which includes information about the request and the neighborhood meeting date, time, and location was erected on the site on December 23, 2019. Additionally, all property owners within 1,000 feet of the subject property were notified of the neighborhood meeting via postcards sent on December 23, 2019. There were no attendees from the public (Exhibit I).

No comments related to the proposal have been posted on the City's aVOICE digital forum. Three persons

have viewed the information on aVOICE. The Planning Division has not received any calls or emails from citizens regarding the proposed gas station.

All required notifications for the Planning Commission and City Council public hearings have been completed. All property owners within 1,000 feet of the subject site were notified of the time, date, and location of the Planning Commission and City Council meetings via postcards sent on December 23, 2019. Both meetings were advertised in the Wednesday, December 25, 2019 edition of the Southwest Valley Arizona Republic. The public hearing meeting information was posted on the property on December 23, 2019 which includes the time, date, and location of these meetings.

PLANNING COMMISSION ACTION:

Planning Commission conducted a public hearing on January 15, 2020 and voted 7-0 to recommend approval of the Conditional Use Permit subject to three (3) conditions recommended by Staff.

Commissioners had the following questions and/or comments:

- Commissioner Thompson asked if there would be lights installed at the pedestrian connection across the main drive aisle or if it would just be a crosswalk. Staff responded that there would be colored pavement or striping.
- Vice Chair Warren asked if the current parking in front of the Costco store would remain. Staff responded the parking spaces would remain.
- Commissioner Amos stated the current gas station has a queuing problem and asked if it would be remediated in the new design. Staff responded that there will be additional pumps and additional lanes so it is anticipated that the queuing time and wait times will be reduced.
- Vice Chair Warren asked where the queuing line would start and where vehicles would go if there were too many vehicles in line for the gas station. Staff responded that the City's Traffic Engineer reviewed the traffic study and determined that the queuing lengths are sufficient. Traffic will enter the queuing lane from the west. Traffic can either enter the line from the drive aisles adjacent to 99th Avenue or McDowell Road.
- Applicant representative Sean Anderson added that Costco will be using concrete in the pedestrian path similar to the concrete currently on the site and will link up to the on-site pedestrian network.
- Applicant representative Chris Tiesler confirmed that the parking adjacent to the front of the store will remain. He also stated that by expanding the gas station and adding dispensers capacity would increase and being a members-only gas station helps cap the traffic demand. The traffic study shows that similar sites with the same design will have a 30-50 percent reduction in queue lengths compared to the design of the current gas station. The new gas station will allow traffic to enter from multiple directions and there will be multiple drive aisles that would help distribute demand during brief, busy times.

ANALYSIS:

To grant a Conditional Use Permit, five (5) findings must be met as outlined in Zoning Ordinance Section 108.B. Each finding is presented below along with Staff's analysis.

1. That the proposed use (a) is consistent with the land use designation set forth in the general plan, (b) will further the City's general guidelines and objectives for development of the area, as set forth in the general plan and (c) will be consistent with the desired character for the surrounding area.

Regarding finding 1(a), the subject property is designated by the General Plan 2030 as Freeway Commercial. This designation allows for a broad range of non-residential uses and development flexibility by promoting community-wide and regional retail, medical, office, higher educational complexes, hospitality, sports and family entertainment, commercial complexes, and service destinations to a larger trade area. The proposed gas station will provide a service for customers in the area and travelers on the 1-10 Freeway. Finding 1(a) has been met.

Regarding finding 1(b), the site is within the Freeway Corridor Specific Plan area. According to the Freeway Corridor Specific Plan, the types of encouraged activities in this area are freeway commercial and mixed-use/specialty support uses along the 99th Avenue corridor. A gas station fits the criteria.

Lastly, as to finding 1(c), the building elevations for the gas station are complementary to the Costco store, the Gateway Pavilions development, and the surrounding area, and the design meets the requirements of the City's Zoning Ordinance and the Commercial and Industrial Design Manual. Finding 1(c) has been met.

2. That the use will be (a) compatible with other adjacent and nearby land uses and (b) will not be detrimental to persons residing or working in the area, adjacent property, the neighborhood or the public welfare in general.

The intensity of the use and traffic generation proposed are consistent and compatible with the existing medical office, retail, restaurant, and service uses occurring along the McDowell Road corridor. Once the proposed gas station is constructed, the existing gas station will be removed and decommissioned so that the site is returned to parking and landscaping; the relocation of the gas station use is intended to be more accessible and convenient for customers, thereby improving traffic flow. Finding 2(a & b) has been met.

3. That the site is adequate in size and shape to accommodate the proposed use, allow safe on-site circulation, and meet all required development standards including, but not limited to, setbacks, parking, screening, and landscaping.

The site is of adequate size and shape to meet all City requirements. The proposed site plan, landscape plan, and building elevations meets or exceeds all applicable requirements of the Avondale Zoning Ordinance, General Engineering Requirements Manual, and Commercial and Industrial Design Manual, including requirements for parking, landscaping, setbacks, outdoor lighting, and architectural design. On-site circulation has been reviewed by the City Traffic Engineer and Fire Marshal, who find that the proposal meets criteria for safe and efficient design. Finding 3 has been met.

4. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.

The project has two (2) access points, McDowell Road and 99th Avenue. Vehicles will enter the gas station from the west and exit the station to the north or south. Customers can exit the property through a shared drive aisle that exits south to McDowell Road and turn right, or through a drive aisle that exits to 99th Avenue where there is a traffic signal allowing both left and right turn movements.

The applicant does not anticipate a significant increase in traffic by relocating the gas station on the site. Ten (10) additional pumps are proposed compared to the existing facility; however, this is anticipated to reduce queuing and wait times. The gas station will serve Costco members only. Finding 4 has been met.

5. That adequate conditions have been incorporated into the approval to ensure that any potential adverse effects will be mitigated.

Three (3) conditions are included in Staff's recommendation to ensure that potential adverse effects are

minimized.

Condition #1 is a standard condition requiring the Costco gas station to develop and operate the use in conformance with the Conditional Use Permit Narrative submitted on November 20, 2019.

Condition #2 is a standard condition requiring the Costco gas station to develop and operate the use in conformance with the Site Plan, Landscape Plan, and Building Elevations, submitted on November 20, 2019, October 23, 2019, and August 19, 2019, respectively.

Condition #3 is a standard condition that specifies the CUP will expire two (2) years from the date of Council approval if the gas station use has not commenced operations on the site. Finding 5 has been met.

DISCUSSION:

The proposed gas station use is consistent with the Freeway Commercial Land Use designation in the General Plan.

The proposed gas station is compatible with nearby land uses and will not be detrimental to persons residing or working in the area.

The proposed gas station site plan allows for safe on-site circulation and meets all required development standards including but not limited to parking, landscaping, setbacks, outdoor lighting, and architectural design.

The site has appropriate access to public streets that have adequate capacity to carry the traffic expected to be generated by the proposed gas station.

Adequate conditions of approval have been incorporated to mitigate adverse effects.

STRATEGIC PLAN:

INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Ensure city has financial capacities to support development.

BUDGET IMPACT:

No budget impacts.

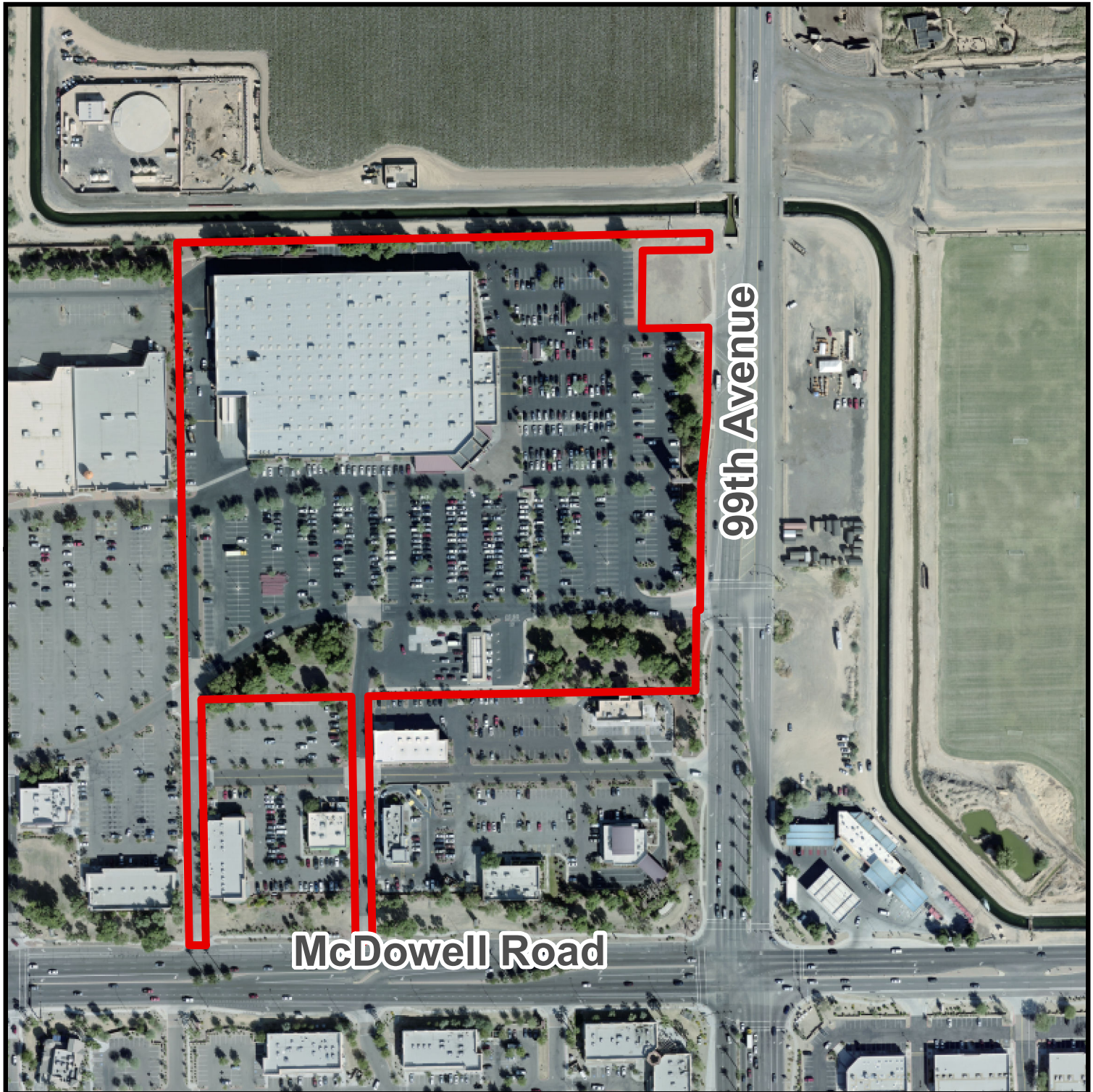
RECOMMENDATION:

The City Council will conduct a public hearing and **APPROVE** Application PL-19-0199, a request for approval of a Conditional Use Permit to allow a gas station on a 17.9 gross acre property located approximately 440 feet north of the northwest corner of 99th Avenue and McDowell Road, subject to the following three (3) conditions of approval:

1. New development on the site shall conform to the Costco #691 Fuel Facility On-Site Relocation Narrative submitted on November 20, 2019.
2. New development on the site shall conform to the Site Plan, Landscape Plan, and Building Elevations, submitted on November 20, 2019, October 23, 2019, and August 19, 2019, respectively.
3. In accordance with Section 108.D of the Zoning Ordinance, the Conditional Use Permit shall expire two (2) years from the date of approval if the use has not commenced.

PROPOSED MOTION:

I move that City Council accept the findings and **APPROVE** Application PL-19-0199, a request for approval of a Conditional Use Permit to allow a gas station on a 17.9 gross acre property located approximately 440 feet north of the northwest corner of 99th Avenue and McDowell Road, subject to three (3) conditions of approval as listed in the staff report.



Aerial Photograph



Project Location



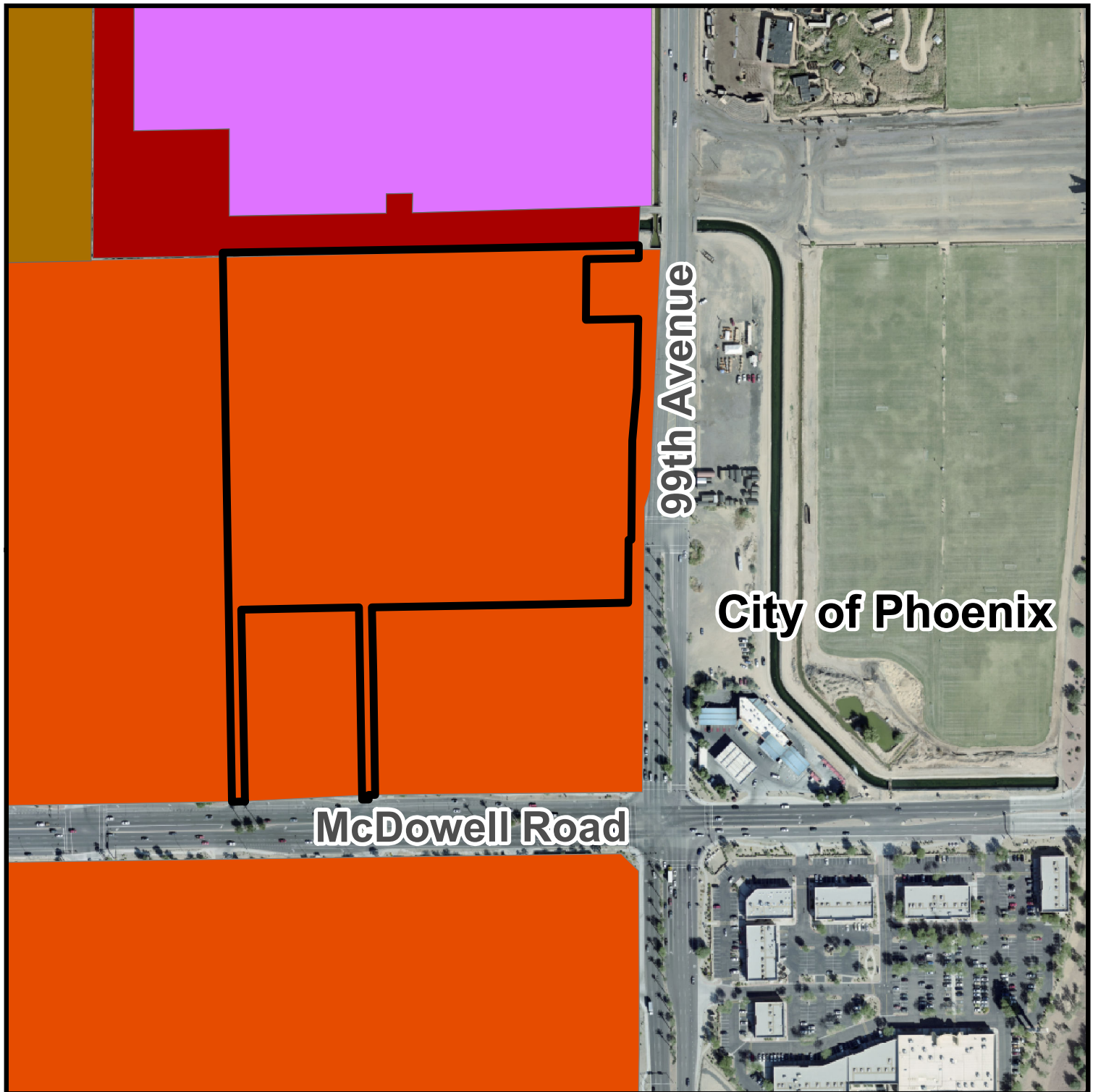


Zoning Vicinity Map



Project Location





General Plan Land Use Map



Project Location



Mixed Use



High Density Residential



Urban Commercial



Freeway Commercial



*SUMMARY OF RELATED FACTS
APPLICATION PL-19-0199*

<i>THE PROPERTY</i>	
PROPERTY SIZE	17.99 gross acres
LOCATION	Approximately 440 feet north of the northwest corner of 99 th Avenue and McDowell Road
PHYSICAL CHARACTERISTICS	Flat land developed with a Costco gas station, store, and parking lot
GENERAL PLAN LAND USE DESIGNATION	Freeway Commercial. This category allows for a broad range of non-residential uses and development flexibility by promoting community-wide and regional retail, medical, office, higher educational complexes, hospitality, sports and family entertainment, commercial complexes, and service destinations to a larger trade area.
EXISTING ZONING	Gateway Pavilions Planned Area Development (PAD)
ZONING HISTORY	The property was annexed into the City's corporate limits on June 26, 1981. The site was rezoned to PAD in 1985. The PAD was amended in 2001 to modify development standards and in 2015 to modify permitted uses.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Vacant land totaling 60.29 acres zoned Avondale Station PAD. A mixed-use development is proposed on the site.
EAST OF 99 TH AVENUE	Multiple uses occur - soccer fields, an artificial grass and shed retail business, vacant land, and a canal owned by the Roosevelt Irrigation District in the jurisdiction of the City of Phoenix.
SOUTH OF MCDOWELL ROAD	Retail, personal service, and restaurant uses zoned Gateway Crossing PAD totaling approximately 29 acres.
WEST	Retail, personal service, and restaurant uses zoned Gateway Pavilions PAD totaling approximately 79 acres.

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Pendergast Elementary School, Tolleson Union High School
ELEMENTARY SCHOOL	Rio Vista Elementary School
HIGH SCHOOL	Westpoint High School

<i>STREETS</i>	
99th Avenue	
Classification	Maricopa County Arterial
Existing half-street ROW	65 feet with additional ROW width at turn/deceleration lane locations
Standard half-street ROW	70 feet with additional ROW for deceleration/turn lanes, etc.
Existing half-street improvements	Varies from two to three travel lanes, one right turn lane, landscaped center median, curb, gutter, street lights, detached sidewalk, and landscaping
Standard half-street improvements	Three travel lanes, landscaped center median, curb, gutter, street lights, detached sidewalk, and landscaping

<i>UTILITIES</i>
Salt River Project (SRP) provides electrical service in this portion of the City. There is an existing 16” water line 99th Avenue. There is an existing 12” water line and 15” sewer line in McDowell Road.



BARGHAUSEN

Exhibit E
Submitted November
20, 2019

REVISED PROJECT NARRATIVE CONDITIONAL USE PERMIT AND SITE PLAN/DESIGN REVIEW AMENDMENT

Costco Wholesale Retail Fueling Facility On-Site Relocation

10000 West McDowell Road
Avondale, Arizona 85323
APN No. 102-32-012A
Costco Loc. No. 691

Prepared for:
Costco Wholesale
999 Lake Drive
Issaquah, Washington 98027

Prepared by
Barghausen Consulting Engineers, Inc.
August 14, 2019
Revised: October 21, 2019
Revised: November 15, 2019

Our Job No. 10273

[REVISIONS IN BOLD ITALICS]

Project Location:

The project site is located within the Costco Wholesale development and includes the existing fuel facility area along the south property boundary, the parking area at the southwest corner of the warehouse, and the ADA parking area in front of the warehouse entrance. The Costco Wholesale property is 17.25 acres in size and the project area is approximately 3.29 acres (143,312 square feet). The subject property is zoned Planned Area Development A-02-198 (Planned Development) and is subject to the development standards of the Community Commercial (C-2) zone, which allows service stations subject to a Conditional Use Permit and a Site Plan and Design Review. The Costco development, including the fuel facility, was approved under Zoning Permit Z01-506-AR.

Project Description:

Overview

Costco is seeking a Conditional Use Permit and a Site Plan/Design Review Amendment to allow for the relocation and expansion of the fuel facility. The project includes an 11,650-square-foot fuel dispenser canopy, the installation of sixteen (16) multi-product dispensers (MPDs), three (3) 40,000-gallon underground storage tanks (USTs), a controller enclosure, transformer, and associated site improvements. Specific site improvements include associated landscape and parking improvements, including parking modifications to redistribute the ADA parking stalls around the warehouse entry. The existing fuel facility will be demolished and decommissioned and replaced with parking and landscape. The relocated fuel facility will continue to operate during the hours of 6:00 a.m. to 10:00 p.m. Monday through Friday and 7:00 a.m. to 10:00 p.m. Saturday and Sunday. The intent of the on-site relocation is to shorten queue wait times and provide a more efficient fuel purchasing experience for Costco members.

Grading

Site grading will generally be limited to the vicinity of the new and existing fuel facilities. Site grading activities will include installation of canopy footings, underground storage tanks, product piping, stormwater improvements associated with the under-canopy area, landscape islands and ADA parking modifications.

The exiting utilities are adequate to serve the relocated fuel facility. Although the relocated fuel facility is larger than the existing facility, the existing utilities are adequate to serve the project and no negative effect on the utilities is anticipated.

Parking and Circulation

The Costco Warehouse is 148,479 square feet and the existing parking provided is 840 stalls. Per current Code, parking required is based on 90 percent of gross floor area; the minimum parking required is calculated at 1 stall per 300 square feet; and the maximum parking allowed is calculated at 1 stall per 250 square feet. The minimum parking required is 445 stalls and the maximum parking allowed is 594 stalls. The relocation of the fuel facility will reduce parking by 85 stalls decreasing the total parking provided to 755 stalls, which will bring the site closer to compliance with the City's parking requirements. The City requires 2 percent of the provided parking to be accessible parking stalls with one (1) van-accessible stall provided for every 6 required ADA stalls. Sixteen (16) accessible stalls are required, including three (3) van-accessible stalls. Twenty-four (24) ADA stalls, including three (3) van-accessible stalls will be provided. Off-street parking for the Costco site will continue to exceed the City's minimum requirements after the fuel facility is relocated and expanded.

The new fuel facility layout is based on single-direction circulation with full-length bypass lanes on the outside and between each dispenser island. The new bypass lanes will be approximately 12 feet wide, which allows more space for vehicles to safely pass compared to the existing facility's 10-foot wide bypass lanes. Additionally, the dispensers in each lane are separated by 28 feet, which allows more space for vehicles to safely maneuver into position than the existing facility's 23-foot dispenser spacing. ***Vehicles exiting the fuel facility will be able to head north or south to exit.***

Emergency and delivery vehicles will continue to utilize McDowell Road or 99th Avenue to access the Costco site; from either access point main drive aisles give direct access to the fuel facility for both fuel deliveries and emergency response.

Transportation

The new fuel facility is not anticipated to generate a significant number of new trips and will provide a more efficient fuel-purchasing experience for existing Costco members already using the facility. Specifically, Costco gasoline is a members-only service and the new facility includes ten (10) additional dispensers compared to the existing facility. The added dispensers provide the existing members using the facility more available fueling positions to fuel resulting in less queuing and shorter wait times.

Architectural Design

The canopy design includes metal-wrapped canopy fascia and CMU-wrapped canopy columns with earth tone finishes. The fuel canopy is designed to integrate and complement the Costco Warehouse roofline and details.

Lighting and Signage

The under-canopy lighting will be Costco's standard CREE LED lighting fixtures. Sign lighting will also be LED. The City requires lighting to be directed downward to prevent glare to adjacent properties and lighting should not exceed 1.0 foot-candles at the property lines. The fuel facility lighting will meet the City's lighting standards.

The City sign standards allow one (1) square foot of signage for every linear foot of façade for the primary elevation and one-half (1/2) square foot for every linear foot for secondary elevations that are facing public streets with a maximum of three (3) elevations containing a sign. Individual signs must have a minimum area of 18 square feet and cannot exceed a maximum of 200 square feet of area. Based on the approved Comprehensive Sign Package, the fuel facility is allowed one sign per each canopy face. The fuel facility signage will continue to meet the approved Comprehensive Sign Package approval.

Landscaping

The Costco Warehouse and Fuel Facility were originally approved as part of the Gateway Pavilions Development. The overall development provides over 20 percent landscape area. Costco originally constructed its parcel and two shared retention facilities with one running along the rear boundary behind the occupants to the west of the Costco parcel and the other running along McDowell Road between Costco's two driveways. The Costco Fuel Facility On-Site Relocation will provide an additional 10,845 square feet of landscape area increasing Costco's landscape area percentage to 23 percent. City Code requires 20 percent landscape area. The Costco site will continue to exceed the minimum landscape standards.

Construction

The project will be completed in two phases. The first phase being the construction of the fuel facility, which will commence after approval of the applicable permits. The second phase will commence once the new facility is operational and includes the demolition and decommissioning of the existing facility and replacement with parking and landscape.

Purpose of Request:

Conditional Use Permit Modification

Pursuant to the Avondale Zoning Ordinance (AZO) Section 1.108.B, a Conditional Use Permit may only be approved if all the following findings are met:

1. *That the proposed use (a) is consistent with the land-use designation set forth in the general plan, (b) will further the City's general guidelines and objectives for development of the area, as set forth in the general plan and (c) will be consistent with the desired character for the surrounding area.*

Response: The project is a modification of an existing approved use that is consistent with the provisions and standards of the AZO, Planned Area Development A-02-198, which adopts the development standards of the Community Commercial (C-2) zone, as well as the goals and objectives of the Freeway Commercial land use designation within the Avondale General Plan 2030. The designation encourages the development of retail uses, including wholesale establishments and automobile related uses. The fuel facility is consistent with the policy goals of the Avondale General Plan, all applicable development standards of the C-2 zone, and the Avondale Design Manual, as detailed in the response table below.

<u>Development Standard</u>	<u>Requirement</u>	<u>Response</u>
Maximum Building Height	30 feet Maximum	The maximum height of the canopy is approximately 17 feet 6 inches from finished grade with a 14-foot 6-inch clearance and is consistent with City Code building height limit.
Minimum Front Building Setback McDowell Road	20 feet Minimum	The fuel canopy is located approximately 627 feet from the front property boundary and complies with the 20-foot minimum front yard setback.
Minimum Side Street Setback 99th Avenue	20 feet Minimum	The fuel canopy is located approximately 690 feet from the side street property boundary and complies with the 20-foot minimum side street setback.
Minimum Side Interior Setback	15 feet Minimum	The fuel canopy is located approximately 140 feet from the side interior property boundary and complies with the 15-foot minimum side yard setback.
Minimum Rear Building Setback	20 feet Minimum	The fuel canopy is located approximately 503 feet from the rear property boundary and complies with the 20-foot minimum rear yard setback.
Minimum Street Frontage	150 feet Minimum	The Costco site provides 816 feet of street frontage along 99th Avenue.
Off-Street Parking	Minimum of 1 stall/ 300 sq. ft. for Retail Establishments greater than 50,001 sq. ft. of gross building area. (148,479/300=495 stalls) Maximum of 1 stall/ 250sq. ft. for Retail Establishments greater than 50,001 sq. ft. of gross building area. (148,479/250=594 stalls)	The project will remove 84 parking stalls for an overall remaining total of 756 stalls for the Costco development. Overall parking for the Costco development will continue to exceed the minimum parking requirement. Maximum Parking allowed does not apply to the Costco/Gateway Pavilion site due to the code change adding the maximum allowed parking to the code occurred after the Costco approvals.

<u>Development Standard</u>	<u>Requirement</u>	<u>Response</u>
Landscaping	Minimum on-site landscaping shall be 20 percent of the net lot area.	The project will add approximately 10,845 square feet of landscape area. The project site will increase the landscape area percentage to 23 percent. The Costco site will exceed the minimum code requirements for landscape area percentage.
Signs	The Comprehensive Sign Package allows four (4) wall signs for the canopy structure with a maximum area of one (1) square foot of signage for every linear foot of façade for the primary elevation and one-half (1/2) square foot for every linear foot for secondary elevations. Individual signs must have a minimum area of 18 square feet and cannot exceed a maximum of 200 square feet of area.	The project will include one (1) 20-square-foot "Costco Wholesale" sign on each of the canopy façades. The west/east façade is 126 feet and the north/south facade is 100 feet. Based on the fuel facility design, approximately 126 square feet of signage is allowed for the primary façade and approximately 50 square feet is allowed for all other facades. Each sign is approximately 20 square feet and the overall total sign area is approximately 80 square feet. The canopy signs will meet the minimum sign area and will not exceed the maximum sign area allowed.
Exterior Lighting	Maximum of 1 foot-candle at the property lines. Lighting shall be directed downward to prevent glare.	Under-canopy lighting and sign lighting will be installed with flat lens LED lighting fixtures that direct light downward. The enclosed photometric plan shows that the lighting does not exceed 1.0 foot-candle at the property line.
Design Criteria	The original approved elevations included standing seam metal roof, metal wrapped canopy fascia and single score CMU wrapped canopy columns. Per the Avondale Design Manual, the fuel facility should meet the following: New buildings proposed in areas that have a well-defined and desirable character should be compatible with or complement the architectural character and siting pattern of nearby buildings.	The canopy design includes metal-wrapped canopy fascia and CMU-wrapped canopy columns with earth tone finishes and is consistent with the character of the warehouse architecture. Specifically, the architecture of the fuel canopy is an update to the existing facility design and is consistent with Costco's current design standard, which uses durable materials and quality finishes that integrate with the Costco warehouse.

<u>Development Standard</u>	<u>Requirement</u>	<u>Response</u>
	New buildings proposed in other areas should reinvigorate the area by introducing more desirable features. Features that should be used to integrate new buildings include fenestration patterns, building proportions, roof forms, and/or building materials. Building exteriors should be constructed of durable and maintainable materials that are attractive even when viewed up close. Materials that have texture, pattern, and a high quality of detailing are expected.	

2. *That the use will be (a) compatible with other adjacent and nearby land uses and (b) will not be detrimental to persons residing or working in the area, adjacent property, the neighborhood or the public welfare in general.*

Response: The project relocates an existing use that will continue to be compatible with the adjacent and nearby land uses. Specifically, the intent of the project is to improve the efficiency of fuel purchases for an established member base through the relocation of the fuel facility and associated increase in dispensers. As a result of the relocation, site circulation will improve and the added fueling positions will reduce queues, wait times, and idling.

Additionally, the fuel facility is designed to include all the specific monitoring and operational equipment required in order to comply with local, state, and federal permitting rules for air quality and leak detection. As a result, the project does not result in any new significant impacts that are detrimental to persons residing in the area, adjacent properties, the neighborhood or the general public welfare of the community. The fuel facility remains compatible with the established commercial character of the surrounding retail center, neighborhood, and existing land uses in the vicinity.

3. *That the site is adequate in size and shape to accommodate the proposed use, allow safe on-site circulation, and meet all required development standards including, but not limited to, setbacks, parking, screening, and landscaping.*

Response: The project relocates and expands the fuel facility to a location within Costco Wholesale parcel that is currently utilized for parking. The new facility increases the distance between dispensers and bypass lane widths to allow for safer maneuvering of vehicles. The added capacity allows members to purchase fuel more efficiently, which is anticipated to reduce queues and increase circulation of vehicles through the facility. The relocated fuel facility will meet the development standards for the C-2 zone and the Avondale Design Manual, including setbacks, parking, and landscape as demonstrated in the development standards analysis above.

4. *That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.*

Response: The project is located near the warehouse loading area along a drive-aisle, which is one of two access points for the Costco Wholesale development from McDowell Road and is protected by a shared access agreement. The new facility is appropriately located because the drive-aisle is primarily used for access to the receiving areas for both Costco and the neighboring uses. The project moves the facility away from the drive-aisle that leads directly to the warehouse entrance and will reduce potential conflicts with members accessing the site. The project serves the existing membership base and is not anticipated to result in a significant increase of trips to the site, as discussed in the enclosed Trip Generation and Queuing Summary prepared by Kittelson and Associates, Inc. dated July 26, 2019.

5. *That adequate conditions have been incorporated into the approval to ensure that any potential adverse effects will be mitigated.*

Response: The project is designed to meet the requirements of the original entitlement, current development standards and updated design manual. The fuel facility includes all of the specific monitoring and operational equipment required to comply with local, state, and federal permitting rules for fuel dispensing facilities.

Site Plan and Design Review Amendment

Pursuant to the Avondale Zoning Ordinance Section 1.106.F, a Site Plan and Design Review may only be approved if all the following findings are met:

- A. *The proposal is in conformance with all requirements of this Ordinance and any other applicable codes, plans and standards in place at the time the site plan and design review application is submitted.*

Response: The project relocates the existing fuel facility use and does not change the use of the site. The site is designated Commercial Freeway within the General Plan which allows a variety of commercial services promoting community-wide and regional retail such as the fuel facility, which is a retail service. The project is consistent with applicable development standards of the C-2 zone and the Avondale Design Manual, as discussed in the Conditional Use Permit Modification Criteria.

- B. *The proposal is of high quality and furthers the City's aesthetic vision.*

Response: The project is designed to include high quality architectural features that are consistent with the character of the existing warehouse and is in a location that is consistent with the City's aesthetic vision for Commercial Freeway general plan designation, which is to provide attractive streetscapes, pedestrian activity connections, and efficient circulation. Specifically, the project location does not impact the existing streetscapes and pedestrian connections will be enhanced with an additional connection along the central drive aisle connecting to the existing pathway to the east of the new facility. The project also increases the efficiency of the fuel facility use, which results in reduced queuing and improved on-site circulation. Additionally, the fuel system will use the latest technology and equipment to meet all local, state, and federal standards for air quality and leak detection.

- C. *Adequate conditions of approval are imposed to ensure compatibility with the current or planned use of surrounding properties.*

Response: The project relocates an existing use that was approved as part of a Planned Development and remains consistent with the current and planned uses of the Gateway Pavilions Retail Center and nearby properties. Specifically, the project continues to meet the development and design standards included as part of the original Planned Development approval.

Conclusion:

The responses above and application materials demonstrate that the on-site relocation of the fuel facility meet the approval criteria for a Conditional Use Permit and a Site Plan and Design Review Amendment. The City's approval of this application is respectfully requested.

PROJECT DATA

CLIENT: COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027

PROJECT ADDRESS: 10000 W. McDOWELL RD.
AVONDALE, AZ 85323

ZONING: PLANNED AREA DEVELOPMENT
WITH C-2 USES ALLOWED

SITE AREA: 17.25 ACRES (751,318 S.F.)

JURISDICTION: CITY OF AVONDALE

BOUNDARIES
INFORMATION: THIS PLAN HAS BEEN
PREPARED BY USING AN
ELECTRONIC FILE FROM BDG
ARCHITECTS DATED 09-07-01

BUILDING DATA:

EXIST. BUILDING AREA	143,235 S.F.
EXIST. TIRE CENTER	5,244 S.F.
TOTAL EXISTING BUILDING	148,479 S.F.

PARKING DATA:

EXISTING PARKING PROVIDED:

① 10' WIDE STALLS	815 STALLS
② 9' WIDE STALLS	0 STALLS
③ ADA ACCESSIBLE STALLS	25 STALLS
TOTAL PARKING	840 STALLS

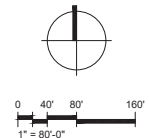
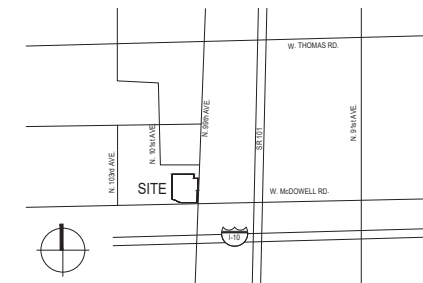
PROPOSED PARKING PROVIDED:

① 10' WIDE STALLS	722 STALLS
② 9' WIDE STALLS	9 STALLS
③ ADA ACCESSIBLE STALLS	24 STALLS
TOTAL PARKING	755 STALLS (-85 STALLS)

FOR RETAIL ESTABLISHMENTS GREATER THAN
50,000 SQUARE FEET OF GROSS BUILDING AREA,
ONE (1) SPACE / 300 SQUARE FEET IS REQUIRED

NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.

VICINITY MAP



COSTCO
WHOLESALE

AVONDALE, AZ
#691

10000 WEST MC DOWELL RD
AVONDALE, AZ 85323

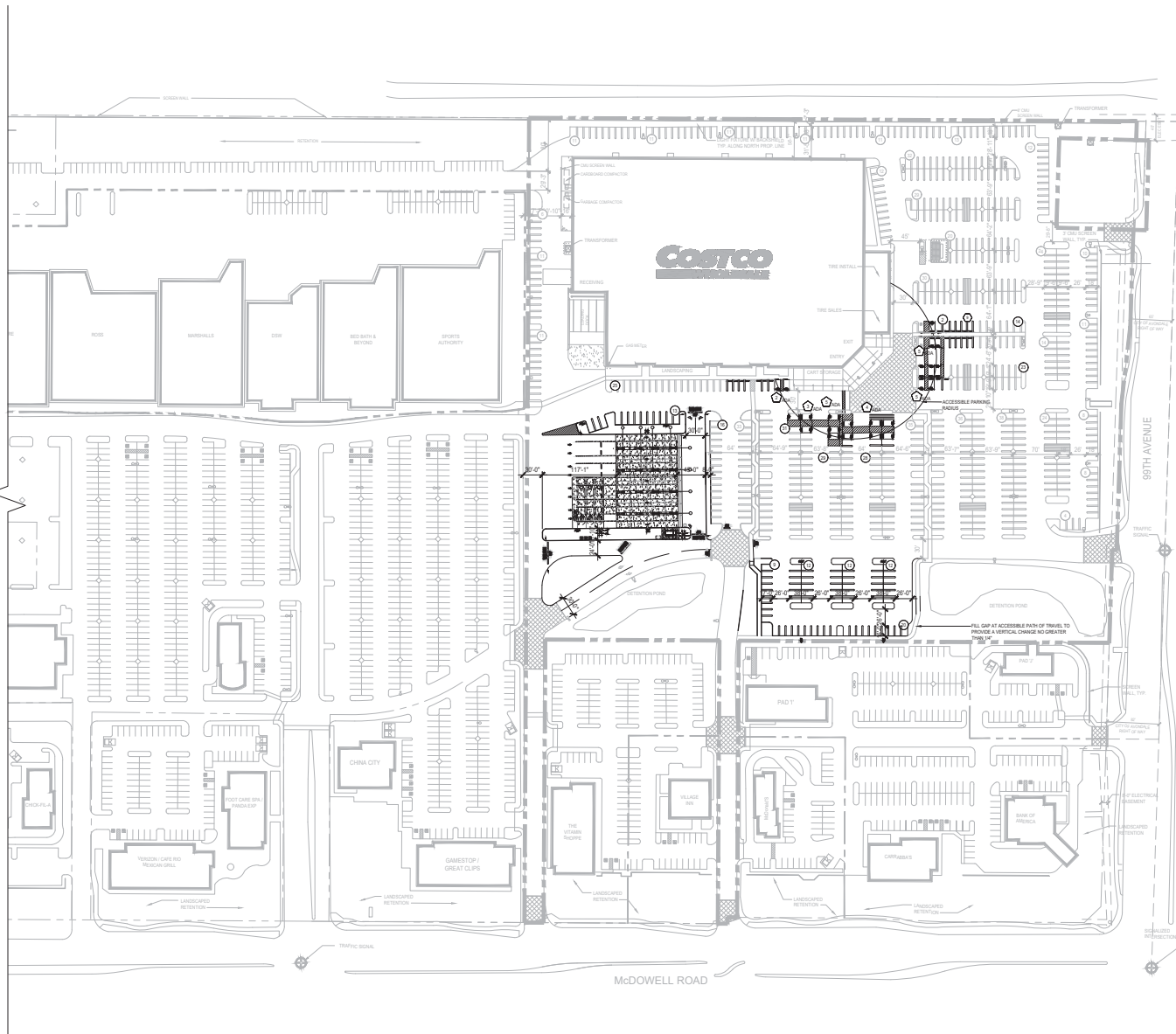


00-4960-11
NOVEMBER 13, 2019

PROPOSED SITE
PLAN

DD11-04

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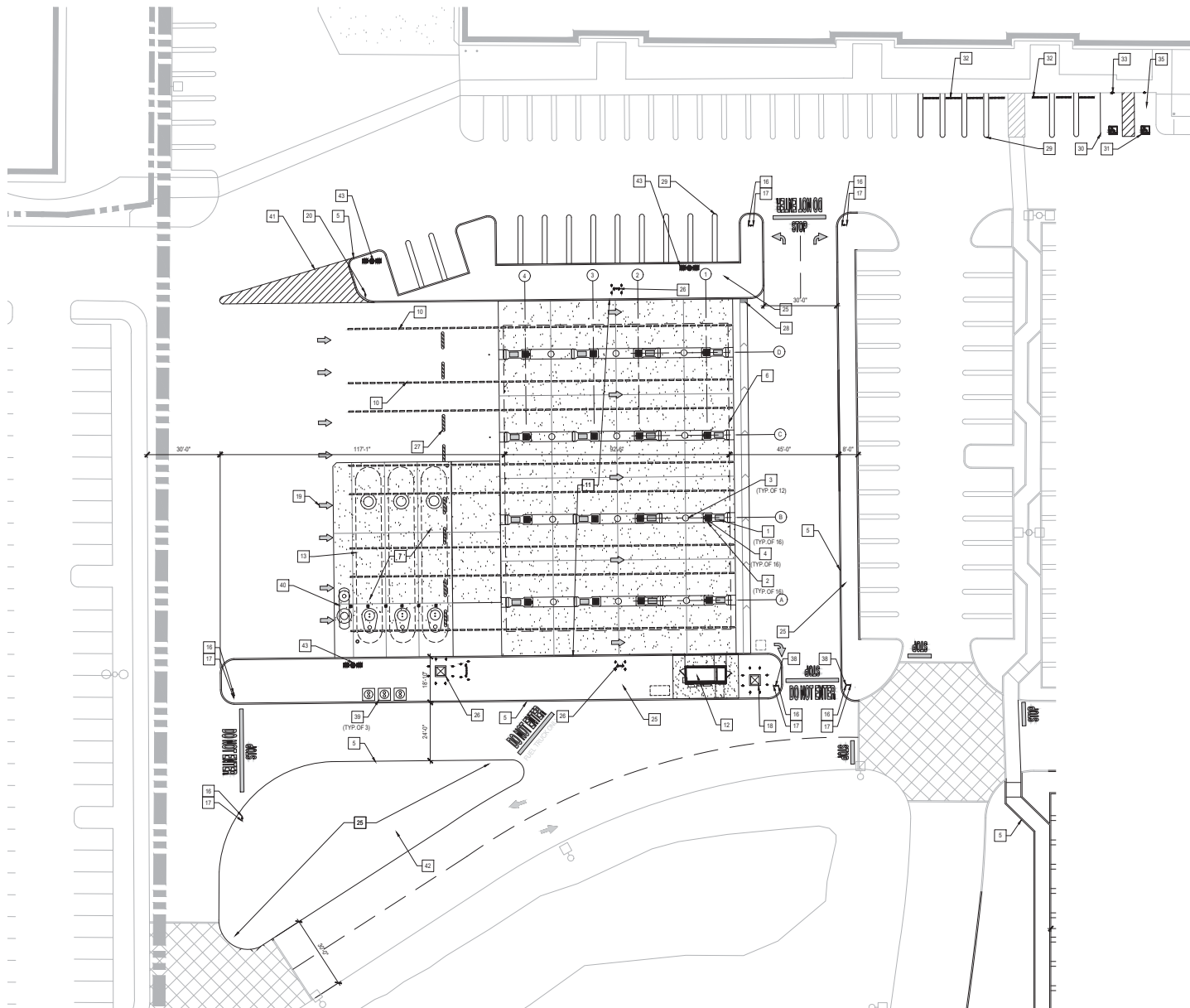


COSTCO WHOLESALE

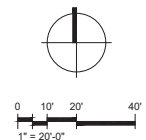
AVONDALE, ARIZONA

PROPOSED SITE PLAN

NOVEMBER 13, 2019

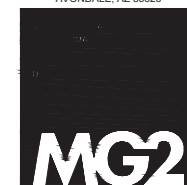


KEYNOTES	
1	NEW ACCESSIBLE MULTI-PRODUCT DISPENSER
2	NEW CONCRETE DISPENSER ISLAND
3	NEW WASTE RECEPTOR
4	NEW FIRE EXTINGUISHER, ONE PER ISLAND
5	NEW CONCRETE CURB
6	NEW CANOPY ABOVE
7	NEW CONCRETE TANK SLAB
8	EXISTING LANDSCAPE
9	EXISTING PAINTED TRAFFIC CONTROL STRIPING
10	NEW PAINTED TRAFFIC CONTROL STRIPING
11	NEW CONCRETE SLAB
12	NEW CONTROLLER ENCLOSURE
13	(2) NEW 40,000 GALLON FUEL UNDERGROUND STORAGE TANKS
14	NEW PAINTED "DO NOT ENTER" SIGN
15	NEW PAINTED "STOP" SIGN
16	NEW "DO NOT ENTER" SIGN
17	NEW "STOP" SIGN
18	NEW TRANSFORMER
19	NEW PAINTED TRAFFIC ARROW
20	NEW MEMBERS ONLY SIGN
21	EXISTING FIRE HYDRANT
22	NEW REMOTE FILL PORT
23	NEW EMERGENCY SHUT-OFF SWITCH
24	RELOCATED SITE PARKING LIGHT
25	NEW PLANTER AND IRRIGATION
26	NEW VST GREEN MACHINE AND VENT STACKS
27	NEW SPEED BUMPS
28	NEW CATCH BASIN
29	NEW PARKING STALL DOUBLE STRIPING
30	NEW ADA PARKING STALL STRIPING
31	NEW ADA PARKING STALL SYMBOL
32	NEW WHEEL STOPS
33	PROVIDE NEW POST AND ADA SIGN
34	DESIGNATED VAN ACCESSIBLE STALL WITH NEW POST AND SIGN
35	HATCHED AREA INDICATED PREPARE MODIFY ASPHALT WORK TO ACCOMMODATE 2% MAX. SLOPE IN ALL DIRECTION
36	PROVIDE STRIPED CROSSWALK ALONG ACCESSIBLE ROUTE
37	PROVIDE NEW ADA ACCESS PER CODE
38	INSTALL RIGHT TURN ONLY SIGNS
39	NEW REMOTE FILL
40	1,500 GALLON ADDITIVE UNDERGROUND STORAGE TANK
41	4" WIDE PAINTED STRIPING- COLON WHITE
42	EXISTING SITE LIGHT POLE
43	RELOCATED SITE LIGHT POLE



COSTCO
WHOLESALE
AVONDALE, AZ
#691

10000 WEST MC DOWELL RD
AVONDALE, AZ 85323



00-4960-11
NOVEMBER 13, 2019

ENLARGED SITE
PLAN

DD13-04

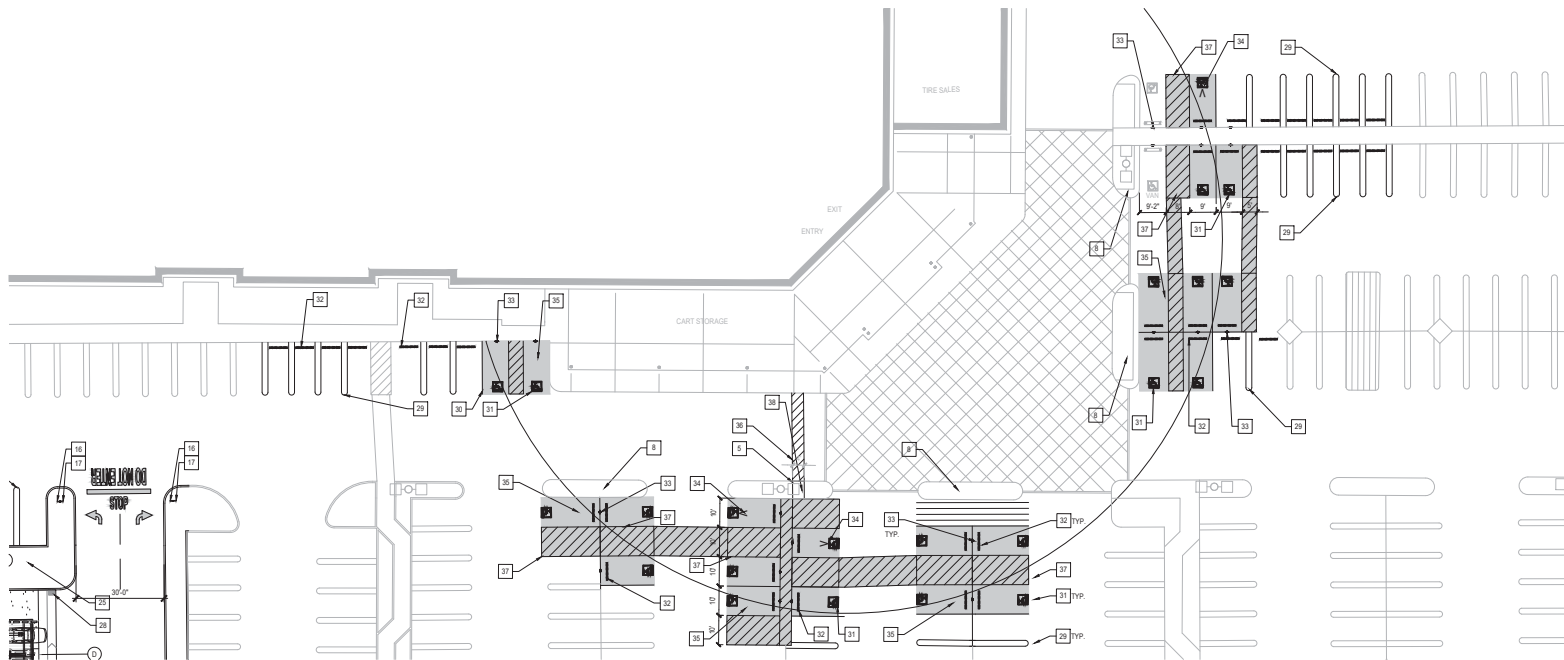
COSTCO WHOLESALE

AVONDALE, ARIZONA

ENLARGED SITE PLAN

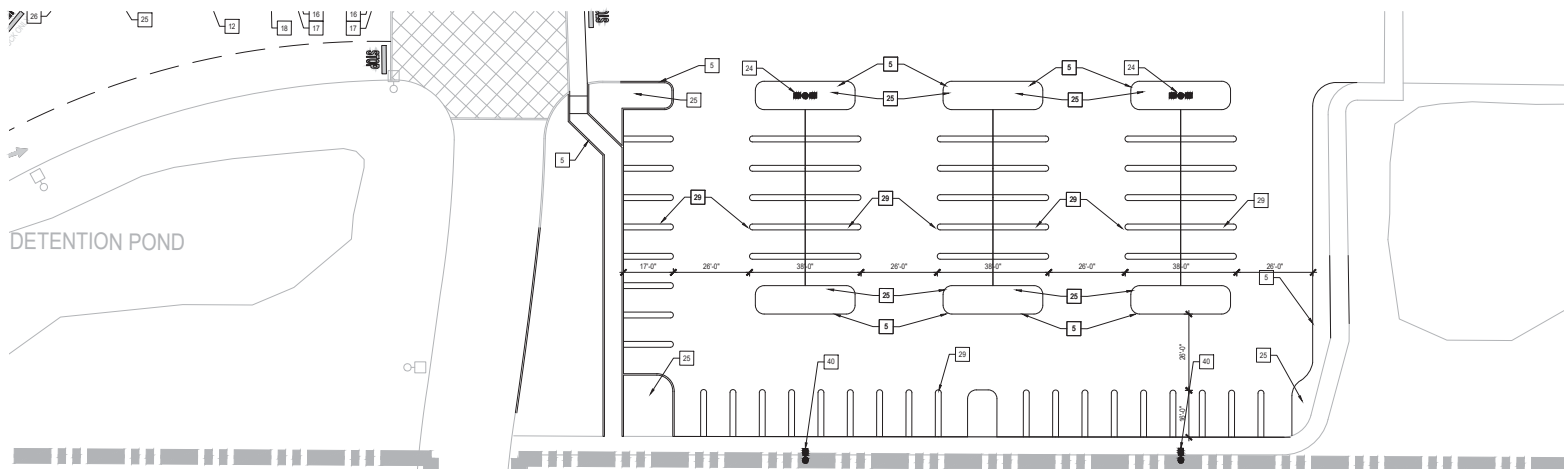
NOVEMBER 13, 2019

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1 ENLARGED SITE PLAN

SCALE: 1" = 20'-0"



2 ENLARGED SITE PLAN

SCALE: 1" = 20'-0"

COSTCO WHOLESALE

AVONDALE, ARIZONA

ENLARGED SITE PLANS

NOVEMBER 13, 2019

KEYNOTES

- 1 NEW ACCESSIBLE MULTI-PRODUCT DISPENSER
- 2 NEW CONCRETE DISPENSER ISLAND
- 3 NEW WASTE RECEPTOR
- 4 NEW FIRE EXTINGUISHER, ONE PER ISLAND
- 5 NEW CONCRETE CURB
- 6 NEW CANOPY ABOVE
- 7 LOCATION OF NEW UNDERGROUND STORAGE TANKS
- 8 EXISTING LANDSCAPE
- 9 EXISTING PAINTED TRAFFIC CONTROL STRIPING
- 10 NEW PAINTED TRAFFIC CONTROL STRIPING
- 11 NEW CONCRETE SLAB
- 12 NEW CONTROLLER ENCLOSURE
- 13 NEW 40,000 GALLON UNDERGROUND STORAGE TANKS
- 14 NEW PAINTED "DO NOT ENTER" SIGN
- 15 NEW PAINTED "STOP" SIGN
- 16 NEW "DO NOT ENTER" SIGN
- 17 NEW "STOP" SIGN
- 18 NEW TRANSFORMER
- 19 NEW PAINTED TRAFFIC ARROW
- 20 EXISTING MEMBERS ONLY SIGN
- 21 EXISTING FIRE HYDRANT
- 22 NEW REMOTE FILL PORT
- 23 NEW EMERGENCY SHUT-OFF SWITCH
- 24 RELOCATED SITE PARKING LIGHT- ADD (1) NEW FIXTURE TO MATCH EXISTING
- 25 NEW PLANTER AND IRRIGATION
- 26 NEW VENT STACKS
- 27 NEW SPEED BUMPS
- 28 NEW CATCH BASIN
- 29 NEW PARKING STALL STRIPING
- 30 NEW ADA PARKING STALL STRIPING
- 31 NEW ADA PARKING STALL SYMBOL
- 32 NEW WHEEL STOPS
- 33 PROVIDE NEW POST AND / OR NEW RELOCATED ADA SIGN
- 34 DESIGNATED VAN ACCESSIBLE STALL. RELOCATE OR PROVIDE CAN ACCESS SIGN
- 35 HATCHED AREA INDICATED PREPARE MODIFY ASPHALT WORK TO ACCOMMODATE 2% MAX. SLOPE IN ALL DIRECTION
- 36 PROVIDE STRIPED CROSSWALK ALONG ACCESSIBLE ROUTE
- 37 PROVIDE NEW ADA ACCESS AISLE PER CODE
- 38 NEW CONCRETE FLUSH SIDEWALK
- 39 NEW ADA PATH OF TRAVEL
- 40 NEW SITE LIGHT POLE AND FIXTURE TO MATCH EXISTING ON CONCRETE BASE
- 41 NEW 2' HIGH SCREEN WALL



0 10' 20' 40'
1" = 20'-0"

COSTCO
WHOLESALE

AVONDALE, AZ
#691

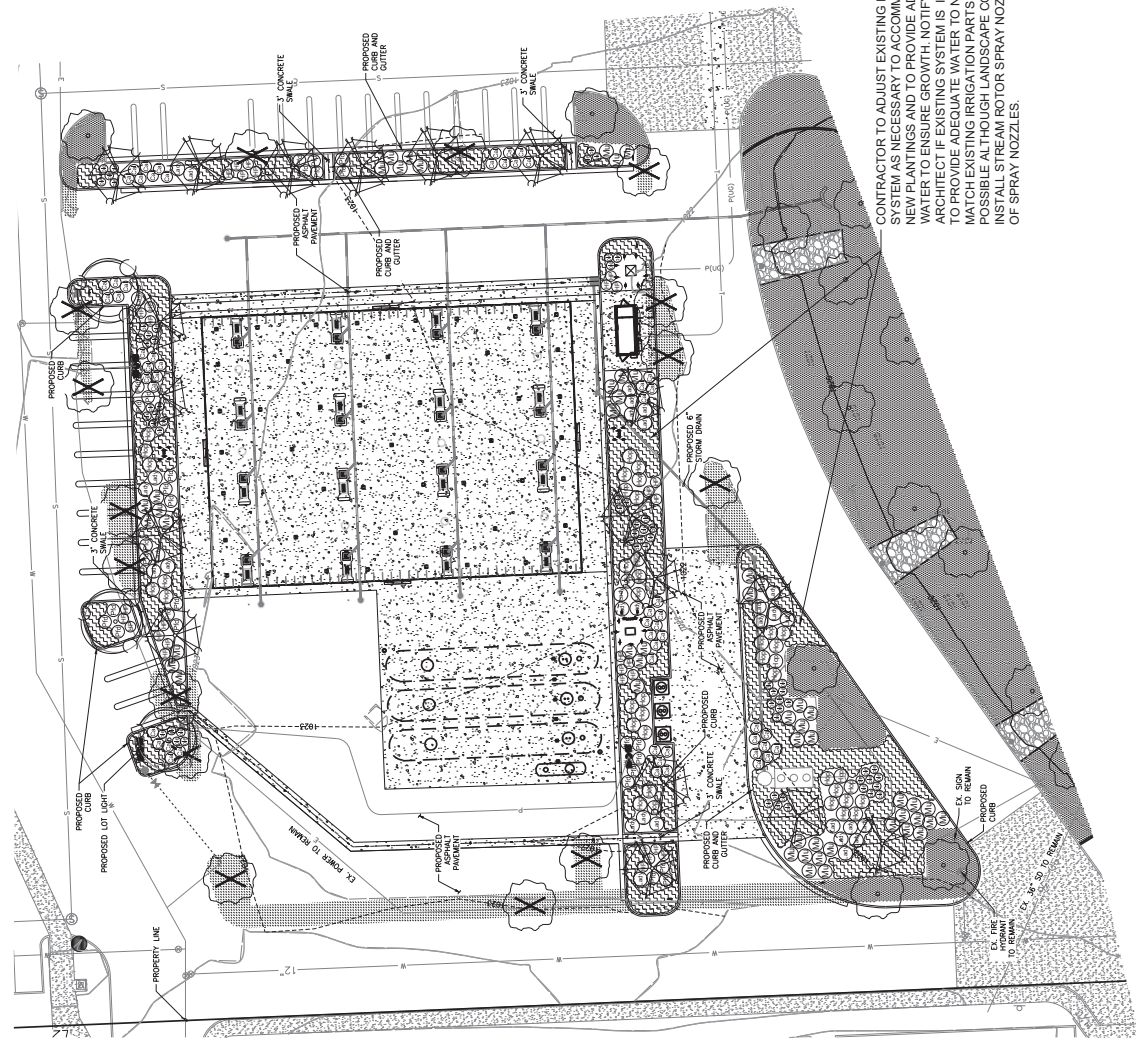
10000 WEST MC DOWELL RD
AVONDALE, AZ 85323

MG2

00-4960-11
NOVEMBER 13, 2019
ENLARGED
PROPOSED
SITE PLANS

DD16-04

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Exhibit G
Submitted
October 23,
2019

CONTRACTOR TO ADJUST EXISTING IRRIGATION SYSTEM AS NECESSARY TO ACCOMMODATE NEW PLANTINGS AND TO PROVIDE ADEQUATE WATER TO ENSURE GROWTH. NOTIFY LANDSCAPE ARCHITECT IF EXISTING SYSTEM IS INSUFFICIENT TO PROVIDE ADEQUATE WATER TO NEW PLANTINGS. MATCH EXISTING IRRIGATION PARTS AS MUCH AS POSSIBLE ALTHOUGH LANDSCAPE CONTRACTOR TO INSTALL STREAM ROTOR SPRAY NOZZLES INSTEAD OF SPRAY NOZZLES.

LEGEND

EXISTING LANDSCAPE AND IRRIGATION TO BE RETAINED. SOME MODIFICATIONS TO EXISTING IRRIGATION MAY BE NECESSARY. RETURN AREAS TO PRE-CONSTRUCTION CONDITION

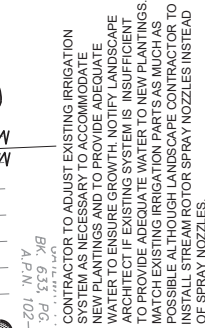
EXISTING LANDSCAPE AND IRRIGATION TO BE REMOVED. CAP AND REMOVE PORTIONS OF EXISTING IRRIGATION NO LONGER NEEDED. RE-ROUTE PORTIONS OF EXISTING IRRIGATION SYSTEM AS NEEDED

EXISTING TREE TO BE RETAINED, TYPICAL. PROTECT DURING CONSTRUCTION

EXISTING TREE TO BE REMOVED, TYPICAL, WHERE NEW PLANTS ARE SHOWN TO BE INSTALLED WHERE A TREE REMAINS. REMOVE ENOUGH ROOTMASS IN ORDER TO BE ABLE TO INSTALL NEW PLANTS
19 EXISTING TREES PROPOSED TO BE REMOVED
37 NEW TREES TO BE INSTALLED

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAMES	SIZE / CONDITION	SPACING	QUANTITY	HEIGHT/NOTES/REMARKS
	TREES:				
	CERISEAU PRINCEAU HYBRID / PAUL ROSE	2" CALIPER	AS SHOWN	17	FULL AND MATCHING STAKE & CUT ONE GROWING SEASON
	OLEA EUROPAEA 'NOLSON' / FRUITLESS OLIVE	2" CALIPER	AS SHOWN	20	FULL AND MATCHING STAKE & CUT ONE GROWING SEASON
	SHRUBS:				
	HESPERALOE PARVIFLORA / RED YUCCA	2-GALLON	AS SHOWN	45	FULL AND MATCHING
	CHALCOPHORA / CHALCOPHORA / PINK FERTY DUSTER	2-GALLON	AS SHOWN	28	FULL AND MATCHING
	NEURAL GLEANER 'PETITE PINK' / DUFFY PINK	2-GALLON	AS SHOWN	92	FULL AND MATCHING
	CALLISTEMO STRATUS 'LITTLE JANE' /	2-GALLON	AS SHOWN	80	FULL AND MATCHING
	MAHONIEFORMIS CASABLANCA / 'REAL WEST' PINK MAHUI	2-GALLON	AS SHOWN	52	FULL AND MATCHING
	PEDUNCULATUS MACROCARPUS /	2-GALLON	AS SHOWN	51	FULL AND MATCHING
	DODONAEA VISCOSA / PURPLE HORSESHOE BUSH	2-GALLON	AS SHOWN	54	FULL AND MATCHING
	GROUND COVER:				
	CHALCOPHORA / GREEN CARPENTER	1-GALLON	36" O.C.	AS REQ'D	FULL 4" W/ 1/2" FROM BODIES. SHAVES AND TREES. TRIANGULAR SPACING
	RELIQUARIA 'FLORENTINA' 'VALE' / LANTANA 'MIDWINTERGLO' 'MOUNT MOUNG'	1-GALLON	36" O.C.	AS REQ'D	FULL 4" W/ 1/2" FROM BODIES. SHAVES AND TREES. TRIANGULAR SPACING
	1/2" OF EACH SPECIES OF PLANT, INSTALL IN GROUPS OF 15+ OF EACH				



GATEWAY PAVILIONS
BK. 633, PG. 9, M.C.R.
A.P.N. 102-32-016

LEGEND

	EXISTING LANDSCAPE AND IRRIGATION TO BE RETAINED. SOME MODIFICATIONS TO THE EXISTING IRRIGATION MAY BE NECESSARY. RETURN AREAS TO PRE-CONSTRUCTION CONDITION
	EXISTING LANDSCAPE AND IRRIGATION TO BE REMOVED. GAP AND REMOVE PORTIONS OF EXISTING IRRIGATION (HATCHED). RELOCATE PORTIONS OF EXISTING IRRIGATION SYSTEM AS NEEDED
	EXISTING TREE TO BE RETAINED, TYPICAL. PROTECT DURING CONSTRUCTION
	EXISTING TREE TO BE REMOVED, TYPICAL WHERE NEW PLANTS ARE SHOWN TO BE INSTALLED WHERE A TREE IS TO BE REMOVED. LANDSCAPE CONTRACTOR TO REMOVE ENOUGH FOOTMASS IN ORDER TO BE ABLE TO INSTALL NEW TREES PROPOSED TO BE REMOVED. 37 NEW TREES TO BE INSTALLED

PLANT SCHEDULE			BOTANICAL / COMMON NAMES	SIZE CONDITION	SPACING QUANTITY	HEIGHT/WIDTH/REMARKS
	TREES:	CERISEAU PRINCE HYBRID / PAUL BREA	2" CALIPER	AS SHOWN 17	FULL AND MATCHING SHADE & GUT ONE GROWING SEASON	
		OLEA EUROPEA WILSON' FRUITLESS OLIVE	2" CALIPER	AS SHOWN 20	FULL AND MATCHING SHADE & GUT ONE GROWING SEASON	
	SHRUBS:	HEPITALIS PARVIFOLIA	2-GALLON	AS SHOWN 45	FULL AND MATCHING	
		CALLUNA ERIOPIHLLA / PINK FAIRY DUSTER	2-GALLON	AS SHOWN 28	FULL AND MATCHING	
		NERUM GLANDER 'PETITE PINK' / WHITE PINK CLOVER	2-GALLON	AS SHOWN 52	FULL AND MATCHING	
		CALLUNAS 'LITTLE JOCK' / BUTTERFLIES	2-GALLON	AS SHOWN 80	FULL AND MATCHING	
		MOMELBERGIA CAPILLARIS / 'REGAL JEST' PINK MARLY	2-GALLON	AS SHOWN 51	FULL AND MATCHING	
		PEDALMORPHUS VIRENS / PURPLE HOPSEED BUSH	2-GALLON	AS SHOWN 54	FULL AND MATCHING	
	GROUP COVER:	CAREX MACHODIERI / GREEN CARPET	3W' O.C.	AS REQ'D	HOLD "3" INCH FROM BORDERS, SHRUBS AND TREES; THUNDER SHAGS	
		PERNETIA VERNA 'VALE' LANTANA	3W' O.C.	AS REQ'D		
USE OF EACH SPECIES OF PLANT INSTALL IN GROUPS OF 15+ OF EACH						

SCOPE OF WORK:

FURNISH ALL MATERIALS, LABOR, EQUIPMENT AND RELATED ITEMS NECESSARY TO ACCOMPLISH THE TREATMENT AND PREPARATION OF SOIL, FINISH GRADING, PLACEMENT OF SPECIFIED PLANT MATERIALS, FERTILIZER, STAKING, MULCH, CLEAN-UP AND DEBRIS REMOVAL.

QUALIFICATIONS: LANDSCAPE CONTRACTOR TO BE SKILLED AND KNOWLEDGEABLE IN THE FIELD OF WORK. CONTRACTOR TO BE LICENSED TO PERFORM THE WORK SPECIFIED WITHIN THE PRESIDING JURISDICTION. BIDDERS TO BE LICENSED UNDER THE LATEST ARIZONA APPROPRIATE PROVISION OF THE REVISED STATUTES AND WILL AGREE TO CONFORM WITH THE LAWS OF THE STATE OF ARIZONA AS THEY APPLY TO THIS CONTRACT.

JOB CONDITIONS:
IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW THE SITE AND REPORT ANY DISCREPANCIES TO THE OWNER OR THE OWNER'S REPRESENTATIVES. ALL PLANT MATERIAL AND FINISHED GRADES ARE TO BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.

DUST CONTROL: THE CONTRACTOR TO BE COGNIZANT OF THE NUISANCE AND INCONVENIENCE EXCESSIVE BLOWING OF THE DIRT, OR REFUSE CAN CAUSE TO ADJACENT PROPERTIES AND TO PUBLIC AREAS AND WILL INSTITUTE MEASURES TO CONTROL THESE PROBLEMS SO THAT THEY ARE NOT OBJECTIONABLE IN THE OPINION OF THE OWNER.

PROTECTION: SAVE AND PROTECT ALL EXISTING PLANTINGS SHOWN TO REMAIN. DO NOT PLANT UNTIL OTHER CONSTRUCTION OPERATIONS WHICH CONFLICT HAVE BEEN COMPLETED. AN IRRIGATION SYSTEM IS TO BE INSTALLED. DO NOT PLANT UNTIL THE SYSTEM HAS BEEN TESTED AND APPROVED. HANDLE PLANTS WITH CARE - DO NOT DAMAGE OR BREAK ROOT SYSTEM, BARK, OR BRANCHES. REPAIR AND/OR REPLACE ITEMS DAMAGED AS A RESULT OF WORK, OR WORK NOT IN COMPLIANCE WITH PLANS AND SPECIFICATIONS, AS DIRECTED BY OWNER AT NO ADDITIONAL COST.

REPAIR OF EXISTING PLANTINGS:
DURING THE COURSE OF WORK, REPAIR ALL EXISTING PLANTING AREAS BY PRUNING DEAD GROWTH, RE-ESTABLISHING FINISH GRADE AND RE-MULCHING TO SPECIFIED DEPTH.

MATERIALS:

REPAIR OF EXISTING IRRIGATION SYSTEM:
DURING THE COURSE OF WORK, REPAIR ALL EXISTING IRRIGATION SYSTEM DAMAGED BY NEW CONSTRUCTION AND RE-ESTABLISH FINISH GRADES.

PLANT MATERIALS: PLANT MATERIALS TO BE NURSERY GROWN STOCK, GRADE NO. 1, SIZED IN ACCORDANCE WITH AMERICAN STANDARDS FOR NURSERY STOCK (ANSI Z60.1-1996) AND THE ARIZONA NURSERY ASSOCIATION OF THE AMERICAN ASSOCIATION OF NURSERYMAN, INC. PRUNE PLANTS RECEIVED FROM THE NURSERY ONLY UPON AUTHORIZATION BY THE LANDSCAPE ARCHITECT. "CONT." INDICATES CONTAINER.

b) PLANT MATERIAL TO COMPLY WITH STATE AND FEDERAL LAWS FOR DISEASE INSPECTION, PLANTS TO BE FULLY LIVE, VIGOROUS, WELL FORMED, WITH WELL DEVELOPED ROOT SYSTEMS, FREE OF DEFECTS, INJURY, DAMAGE, WOUNDS, AND FIRMLY HELD TOGETHER. SECURELY CONTAINED AND PROTECTED FROM INJURY AND DAMAGE. PLANTS DETERMINED BY LANDSCAPE ARCHITECT HAVE BEEN SAVED - HAVE DEFINITES OF STEM, BRANCHES, OR ROOTS; LACK SHAFTINESS, TWISTING, BENDING, OR OTHER DEFECTS THAT COULD CAUSE STRENGTH OR FUNCTIONALITY TO NOT MEET SIZE OR STANDARDS WILL BE REJECTED. PLANT MATERIAL TO BE FROM A SINGLE NURSERY SOURCE FOR EACH SPECIES/Hybrid. PLANT MATERIAL TO BE PROTECTED FROM THE ELEMENTS OF WEATHER, REGION, AND JOB SITE. PLANT MATERIAL TO BE PROTECTED AND CARED FOR AT ALL TIMES. PLANTS SIMILAR TO THOSE IN THE LOQUATY OF THE PROJECT FOR AT LEAST TWO (2) YEARS.

[illegible]

PLANTING SOIL: NATURAL LOAM CONTAINING A LIBERAL AMOUNT OF HUMUS, CAPABLE OF SUSTAINING FERTILE, FRAGILE, VIGOROUS PLANT GROWTH. THAT PH VALUE OF THE PLANTING SOIL TO BE NOT HIGHER THAN 7.5 OR LOWER THAN 5.5. FREE OF ANY ADMixture OF SUBSOIL STONES, LUMPS, CLODS OF HARD EARTH, STICKS, OR THEIR ROOTS, AND OTHER EXTRANEOUS MATTER. DO NOT USE PLANTING SOIL FOR PLANTING OPERATIONS WHILE IN A FROZEN OR MUDDY CONDITION.

PEAT: ACCEPTABLE PEAT MOSS CONSISTING OF AT LEAST 73% ORGANIC CONTENT OF NATURAL OCCURRENCE. IT IS TO BE BROWN, CLEAN, LOW IN CONTENT OF MINERAL AND WOODY MATERIALS, MILDLY ACID, AND GRANULATED OR SHREDDED.

FERTILIZER:

A) COMMERCIAL FERTILIZER: A COMPLETE FERTILIZER, CONFORMING TO F50-F-241, TYPE 1, GRADE A, PART OF THE ELEMENTS OF WHICH ARE DERIVED FROM ORGANIC SOURCES CONTAINING THE FOLLOWING PERCENTAGES BY WEIGHT:

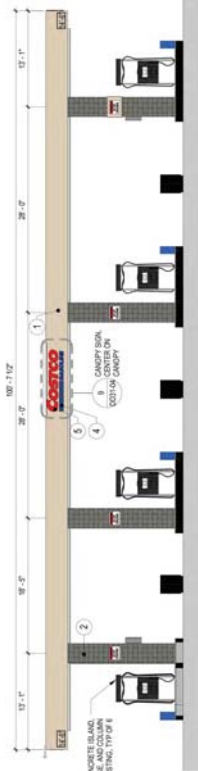
B) ORGANIC FERTILIZER: AN ORGANIC ACTIVATED FERTILIZER CONTAINING A MINIMUM OF FIVE PERCENT NITROGEN, THREE PERCENT PHOSPHORIC ACID, AND OTHER BASIC ELEMENTS BY WEIGHT

PLANTING BACKFILL:
BACKFILL MIX FOR TREES, SHRUBS, AND GROUNDCOVERS TO BE PREMIXED AND
CONSIST OF:

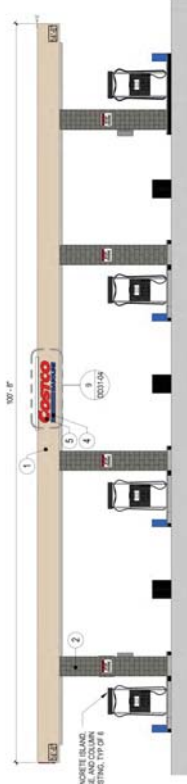
ORGANIC AMENDMENT 1/3 PART BY VOLUME
FERTILIZER 13-20-0 1 POUND PER CUBIC YARD OF MIX
SLOW RELEASE FERTILIZER TABLETS:
CONTAINER SIZE # OF TABLETS

5 GALLON	2 - 21 GRAM
15 GALLON	3 - 21 GRAM
24" BOX	5 - 21 GRAM
36" BOX	6 - 21 GRAM

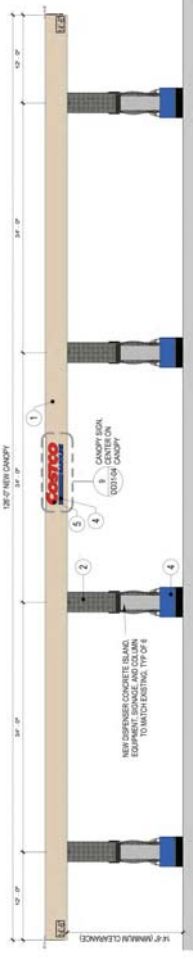
NOT TO SCALE



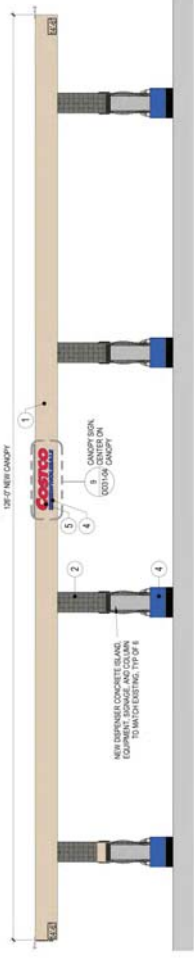
①



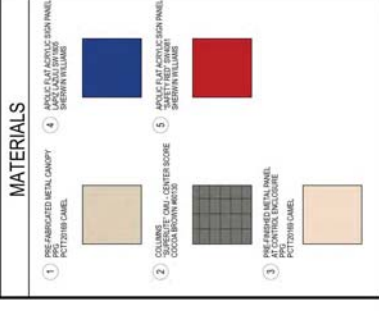
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②



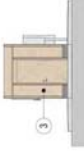
7



5



6



7



9



COSTCO
WHOLESALE
AVONDALE, ARIZONA

#691

10000 WEST MC DOWELL RD
AVONDALE, AZ 85392

1101 Second Ave., Ste 100
Seattle, WA 98101
206.362.6500
MG2.com

00-4960-11
OCTOBER 15, 2019

CONCEPT ELEVATIONS

DD31-04

CONCEPT ELEVATIONS

OCTOBER 15, 2019

COSTCO WHOLESale

AVONDALE, ARIZONA

MG2

3333 Michelson Dr, Ste 100
Irvine, CA 92612

949 705 0700
MG2.com

January 16, 2020

Michelle Lelishek
Senior Planner
City of Avondale
Planning Department
11465 West Civic Center Drive
Avondale, AZ 85323

**Re: Costco Parking Lot Addition
10000 W. McDowell Road
Avondale, AZ 85323
Application PL-19-0249, PL-19-0250, and PL-19-0251**

Subject: Minutes from the Neighborhood Meeting January 14, 2020

Dear Michelle,

The required neighborhood meeting was held January 14, 2020 at 6:00 PM in the Mojave Conference Room at Avondale City Hall. No members of the public attended the meeting. The meeting concluded at 7:00 PM. Please let us know if you have any questions or comments.

Should you require any additional information regarding this matter, please contact me at (949) 705-0713. Thank you.

Sincerely,


Terry Odle
Associate Principal

TWO/two
c: file



COSTCO WHOLESALE GAS STATION

PROJECT SCHEDULE

JANUARY 16, 2020

- PERMIT SUBMITTAL TO CITY 3/17/20
- PERMIT APPROVAL 5/05/20
- CONSTRUCTION OF NEW GAS 6/01/20
- NEW GAS OPEN 8/14/20
- DECOMMISSIONIN OF EXISTING
GAS AND PARKING LOT 8/15/20
- PARKING LOT COMPLETE 10/16/20

CITY COUNCIL REPORT

SUBJECT: Public Hearing - Old Baseline Road Alignment/Arizona State Trust Land Annexation - Application PL-19-0276

MEETING DATE: 2/18/2020

TO: Mayor and Council

FROM: Kevin Murphy, Development & Engineering Services Department Director

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

PURPOSE:

City Council will hold a public hearing for the proposed annexation of approximately 9.55 acres of Arizona State Trust Land generally located along the Old Baseline Road alignment and Indian Springs Road, from El Mirage Road to Avondale Boulevard. The Council will conduct a public hearing, no vote will be taken at this time.

BACKGROUND:

The proposed annexation of Arizona State Land Department (ASLD) land is approximately 9.55 acres in size (Exhibit B). The State Selection Board approved the proposed annexation of ASLD land on July 17, 2019 (Exhibit C).

Adjacent and nearby land uses are as follows: To the south of the annexation area is land developed with a racetrack owned by Phoenix Raceway. To the north is vacant land owned by Phoenix Raceway. To the east is vacant land owned by Phoenix Raceway, the Flood Control District of Maricopa County, and the Gila River Indian Community. To the west is vacant land owned by the Bureau of Land Management.

DISCUSSION:

City Departments that provide City services are aware of the request and have not expressed any concerns with the expansion of City limits in this area.

All required public notices and Arizona statutory requirements for this proposed annexation have been completed, which include:

December 20, 2019:

- Received a list of centrally assessed utility companies and the tax area code for the subject property from the Arizona Department of Revenue. The centrally assessed entities were notified as required.

January 3, 2020:

- Received a list of real and personal property owners from the Maricopa County Assessor for the subject property.

January 8, 2020:

- Received estimates of value for properties located in the proposed annexation from the Arizona Department

of Revenue.

January 23, 2020:

- The required blank petition and affidavit were filed with the Maricopa County Recorder.
- Notice was mailed to ASLD advising them of the proposed annexation.

January 29, 2020:

- Publication of the legal advertisement giving notice of the public hearing in the Southwest Valley Arizona Republic.

February 11, 2020:

- Three (3) signs giving notice of the public hearing were posted within the proposed annexation area.

STRATEGIC PLAN:

INITIATIVE: Foster sustainable community development

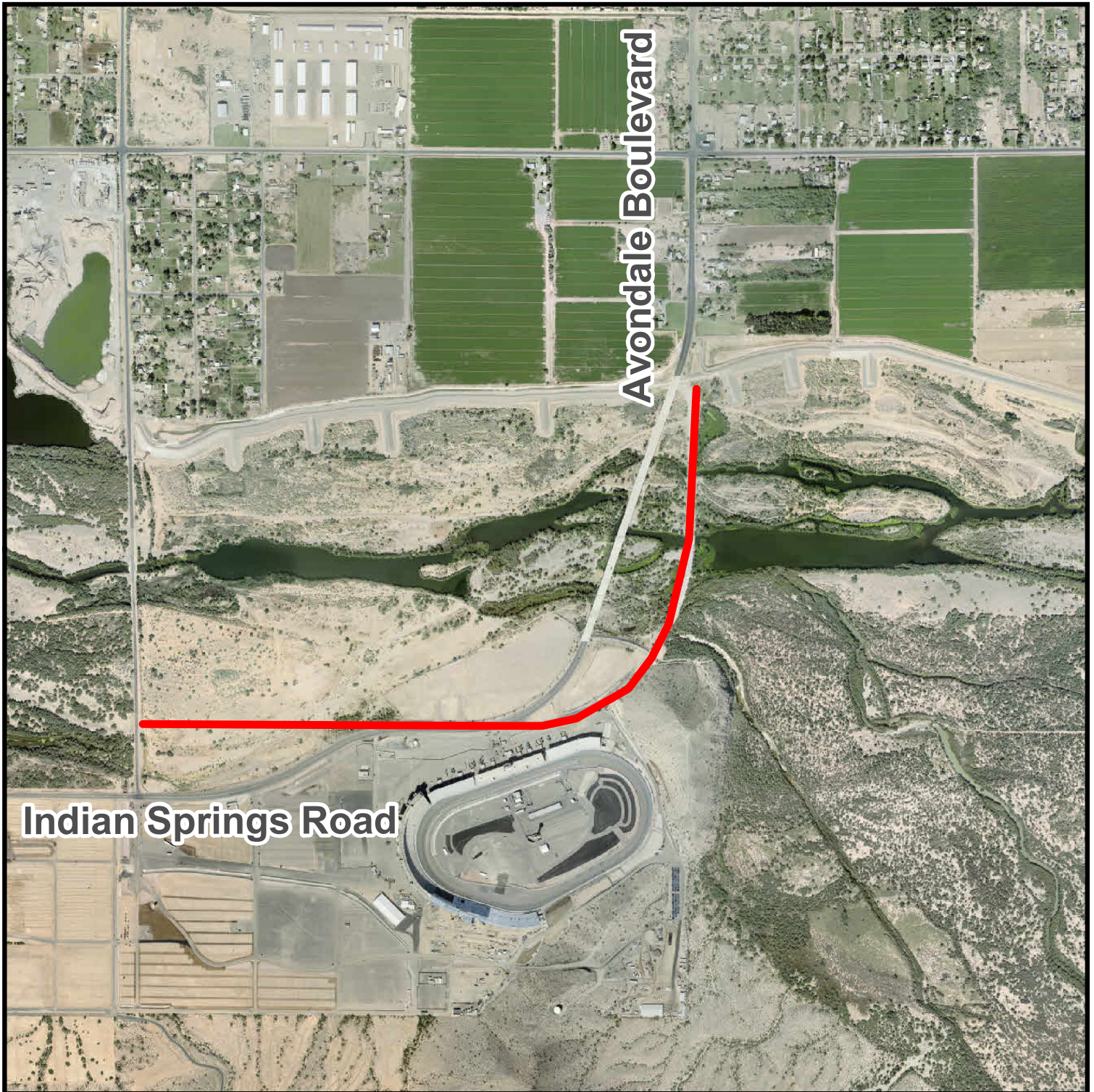
- STRATEGIC GOAL: Maintain and Expand Quality Infrastructure and Improve Connectivity to City Amenities.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

City Council will conduct a public hearing regarding the proposed annexation of approximately 9.55 acres of Arizona State Trust Land generally located along the Old Baseline Road alignment and Indian Springs Road from El Mirage Road to Avondale Boulevard.



Aerial Photograph



Project Location



OLD BASELINE ROAD
LEGAL DESCRIPTION
FOR ANNEXATON

A PARCEL OF LAND SITUATED IN A PORTION OF THE SOUTH HALF OF SECTION 36,
TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 36, A BRASS DISK WHICH
BEARS NORTH 89 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 5085.99
FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 36;

THENCE SOUTH 89 DEGREES 15 MINUTES 45 SECONDS EAST, ALONG THE SOUTH LINE OF
SAID SECTION 36, A DISTANCE OF 35.02 FEET TO THE TRUE POINT OF BEGINNING;

THENCE DEPARTING FROM SAID SOUTH LINE, NORTH 01 DEGREE 23 MINUTES 46
SECONDS WEST, ALONG A LINE PARALLEL WITH AND 35.00 FEET EAST OF THE WEST LINE
OF SAID SECTION 36, A DISTANCE OF 55.04' FEET TO A POINT ON A LINE PARALLEL WITH
AND 55.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 36;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89 DEGREES 15 MINUTES 45 SECONDS
EAST, A DISTANCE OF 3250.16 FEET TO THE BEGINNING OF A CURVE CONCAVE
NORTHWESTERLY HAVING A RADIUS OF 1707.94 FEET,

THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 75 DEGREES
46 MINUTES 50 SECONDS, A DISTANCE OF 2258.95 FEET TO A POINT ON THE NORTH LINE
OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 36;

THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 19 MINUTES 19 SECONDS EAST, A
DISTANCE OF 113.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE
NORTHWESTERLY HAVING A RADIUS OF 1817.94 FEET, CONCENTRIC TO THE LAST
DESCRIBED CURVE;

THENCE DEPARTING FROM SAID NORTH LINE, ALONG THE ARC OF SAID CURVE
THROUGH A CENTRAL ANGLE OF 61 DEGREES 53 MINUTES 13 SECONDS, FOR A DISTANCE
OF 1963.61 FEET TO A POINT OF NON-TANGENCY ON THE SOUTH LINE OF SAID SECTION
36;

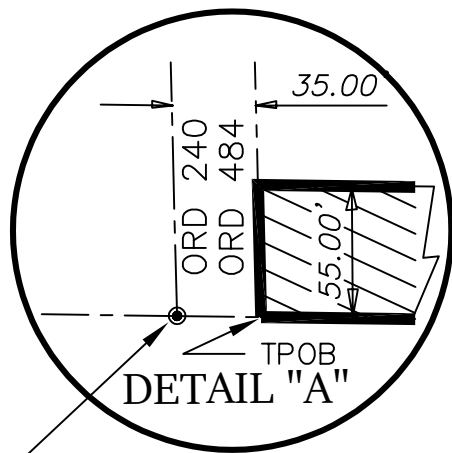
THENCE NORTH 89 DEGREES 15 MINUTES 45 SECONDS WEST, ALONG SAID SOUTH LINE
A DISTANCE OF 3712.42 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION WITHIN THE WEST 25.00 FEET OF THE EAST 58.00 FEET OF SAID SECTION 36.

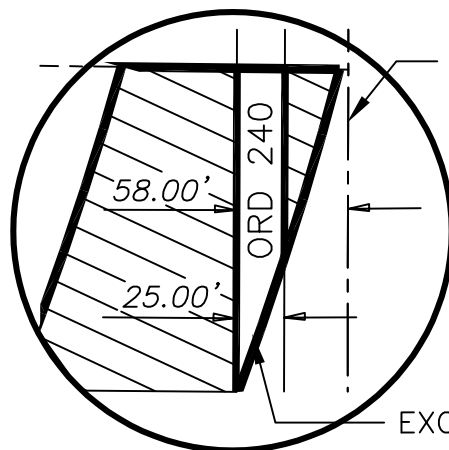
SAID PARCEL CONTAINS 415,859 SQ. FT. OR 9.55 ACRES AREA, MORE OR LESS.

THE ATTACHED ANNEXATION MAP FOR OLD BASELINE ROAD IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.

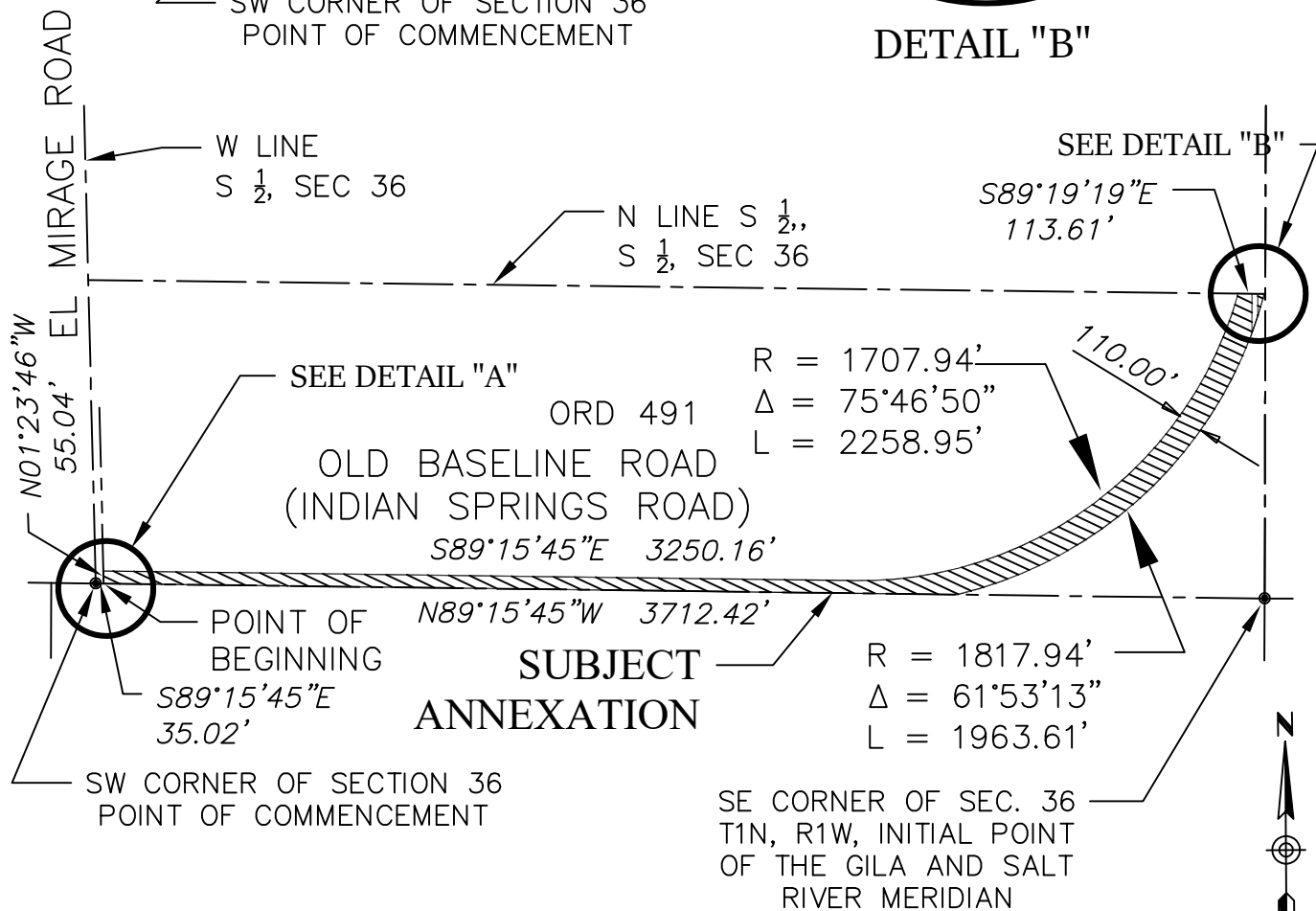




SW CORNER OF SECTION 36
POINT OF COMMENCEMENT



DETAIL "B"



REFERENCE DOCUMENTS:

ROS PLSS - GDACS BK694 PG38 MCR
HWY EASEMENT DKT4732 PG75 MCR



**Dibble
Engineering**



CITY OF AVONDALE ANNEXATION MAP
OLD BASELINE ROAD
A PORTION OF SECTION 36, T1N, R1W,
GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

Dibble Engineering
Project No.1018157

DATE: 10-19-2019
DRN: LDS
CHK: CSD

PAGE 3 OF 3

Douglas A. Ducey
Governor



Lisa A. Atkins
Commissioner

Arizona State Land Department

1616 West Adams, Phoenix, Arizona 85007
(602) 542-4631

December 20, 2019

Michelle Pelishek
Senior Planner
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

RE: Old Baseline Road Annexation

Dear Michelle,

The Arizona State Land Department (ASLD) has reviewed the legal description prepared by your consultant, Dibble Engineering, for the proposed annexation of the area known as Old Baseline Road. The Selection Board and Commissioner approved the annexation of a 100-foot strip, omitted from the prior annexation, curving from Avondale Boulevard and extending to El Mirage Road. Based upon this information, combined with the exhibits provided by your consultant, the City of Avondale may proceed with filing with the County Recorder the legal description of the area as described by your consultant.

Please feel free to contact Karen Dada in my office if you have any further questions. Karen may be reached at 602-542-3118 or kdada@azland.gov

Sincerely,

Mark Edelman, AICP
Director, Planning & Engineering
Arizona State Land Department

Douglas A. Ducey
Governor



Lisa A. Atkins
Commissioner

Arizona State Land Department

1616 West Adams, Phoenix, Arizona 85007
(602) 542-4631

August 2, 2019

Honorable Kenn Weise, Mayor
City of Avondale
11465 W. Civic Center Dr.
Avondale, AZ 85323

Dear Mayor Weise,

Attached please find an update to the July 29, 2019 letter from the Arizona State Land Department regarding the recent approval of State Trust land for annexation into the City of Avondale. The original letter contained an error regarding the need for a pre-annexation development agreement. Under normal circumstances, the Department negotiates a pre-annexation development agreement with communities annexing State Trust land. In this case, the purpose of the annexation is to include a small strip of land that should have been included when the surrounding property was originally annexed. The next steps in this case are for ASLD to provide the City of Avondale with the signed approvals of the Selection Board and the Commissioner, which are attached. The City then submits the annexation petition to the Commissioner for signature.

Thank you,

[REDACTED]
Lisa A. Atkins
Commissioner

cc: Jodie Novak, Planning Director, City of Avondale

Douglas A. Ducey
Governor



Lisa A. Atkins
Commissioner

Arizona State Land Department

1616 West Adams, Phoenix, Arizona 85007
(602) 542-4631

August 2, 2019

Honorable Kenn Weise, Mayor
City of Avondale
11465 W. Civic Center Dr.
Avondale, AZ 85323

Re: State Selection Board; Proposed Annexation of State Trust Land – Revised from 7/29/19 Letter.

Dear Mayor Weise,

It is a pleasure to advise you that on July 17, 2019, the State Selection Board approved the City of Avondale's proposed annexation of State Trust land. The State Selection Board's approval is included in the meeting minutes, and are posted on the State Land Department's website <https://land.az.gov/state-selection-board>. The purpose of this letter is to notify you of the approval and advise you of the additional steps necessary to complete the annexation.

Pursuant to Arizona Revised Statutes Title 9, §471.A.1., annexation of State Trust land requires the approval of the State Selection Board and the State Land Commissioner. These approvals are attached so that you may file the blank annexation petition with the County. Please contact Mark Edelman to coordinate the Commissioner's signature on the annexation petition..

We look forward to working with you and your staff toward a successful annexation.

Should you have any questions, please contact Mark Edelman at 602-542-6331 or medelman@azland.gov.

Sincerely,

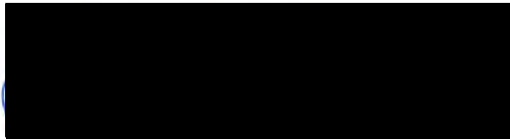
Lisa A. Atkins
State Land Commissioner

Enclosures: ASLD, Approval of Proposed Annexation

cc: Jodie Novak, Planning Director, City of Avondale

ARIZONA STATE LAND DEPARTMENT
APPROVAL OF PROPOSED ANNEXATION

The Arizona State Land Commissioner has given due consideration and does hereby approve the proposed annexation of State lands, as described in Attachment A, into the incorporated boundaries of the City of Avondale.



LISA A. ATKINS
Commissioner, State of Arizona Land Department

2 Aug. 19
DATE



ATTACHMENT A

LEGAL DESCRIPTION
AVONDALE PARCEL

METES AND BOUNDS IN THE SOUTH HALF OF THE SOUTH HALF OF
SECTION 36, IN TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA,

CONTAINING 5.78 ACRES MORE OR LESS

PROPOSED ANNEXATION: Avondale Parcel



27
Dysart Rd

26

25

Southern Ave

Avondale

30

29

107th Ave

El Mirage Rd

34

35

1N 1W
36

Avondale Blvd

1N 1E
31

32

Baseline Road alignment

Gila River

Salt River

Avondale Parcel

Phoenix
International
Raceway

1S 1W

1S 1E

03

02

01

06

Avondale

- ☐ State Trust Land
- ☒ Avondale Parcel

ASLD makes no warranties,
implied or expressed,
regarding information
shown on this map.
Produced by GIS
10/2018

Datum & Projection:
North American Datum
1983 HARN

UTM Zone 12 North - Meters

A R I Z O N A S T A T E L A N D D E P A R T M E N T

ANNEXATION PETITION

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF AVONDALE,
ARIZONA:

We, the undersigned, the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City of Avondale in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Avondale, with the exterior boundaries of the territory proposed to be annexed shown on the map attached hereto, marked Exhibit A and made a part hereof, request the City of Avondale to annex the following described territory, provided that the requirements of ARIZ. REV. STAT. § 9 - 471, and amendments thereto are fully observed.

The description of the territory proposed to be annexed, not already within the present limits of the City of Avondale and located in Maricopa County, Arizona is as follows:

(Legal Description)

See attached Exhibit A.

DATE	NAME OF PROPERTY OWNER	MAILING ADDRESS	PHONE	LEGAL DESCRIPTION

EXHIBIT A
TO
CITY OF AVONDALE
ANNEXATION PETITION
[Legal Description and Map of Annexation Area]
See following pages.

OLD BASELINE ROAD
LEGAL DESCRIPTION
FOR ANNEXATON

A PARCEL OF LAND SITUATED IN A PORTION OF THE SOUTH HALF OF SECTION 36,
TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 36, A BRASS DISK WHICH
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FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 36;

THENCE SOUTH 89 DEGREES 15 MINUTES 45 SECONDS EAST, ALONG THE SOUTH LINE OF
SAID SECTION 36, A DISTANCE OF 35.02 FEET TO THE TRUE POINT OF BEGINNING;

THENCE DEPARTING FROM SAID SOUTH LINE, NORTH 01 DEGREE 23 MINUTES 46
SECONDS WEST, ALONG A LINE PARALLEL WITH AND 35.00 FEET EAST OF THE WEST LINE
OF SAID SECTION 36, A DISTANCE OF 55.04' FEET TO A POINT ON A LINE PARALLEL WITH
AND 55.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 36;

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Douglas A. Ducey
Governor



Lisa A. Atkins
Commissioner

Arizona State Land Department

1616 West Adams, Phoenix, Arizona 85007
(602) 542-4631

December 20, 2019

Michelle Pelishek
Senior Planner
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

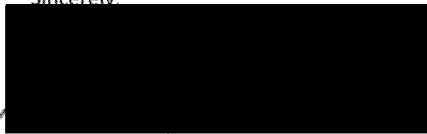
RE: Old Baseline Road Annexation

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Sincerely,



Director, Planning & Engineering
Arizona State Land Department



Douglas A. Ducey
Governor

Lisa A. Atkins
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Arizona State Land Department

1616 West Adams, Phoenix, Arizona 85007
(602) 542-4631

August 2, 2019

Honorable Kenn Weise, Mayor
City of Avondale
11465 W. Civic Center Dr.
Avondale, AZ 85323

Dear Mayor Weise,

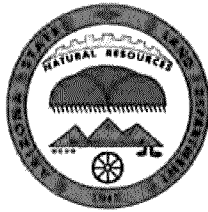
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Thank you,

[Redacted Signature]
Lisa A. Atkins
Commissioner

cc: Jodie Novak, Planning Director, City of Avondale

Douglas A. Ducey
Governor



Lisa A. Atkins
Commissioner

Arizona State Land Department

1616 West Adams, Phoenix, Arizona 85007
(602) 542-4631

August 2, 2019

Honorable Kenn Weise, Mayor
City of Avondale
11465 W. Civic Center Dr.
Avondale, AZ 85323

**Re: State Selection Board; Proposed Annexation of State Trust Land – Revised from
7/29/19 Letter.**

Dear Mayor Weise,

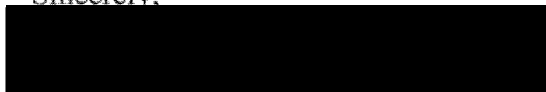
It is a pleasure to advise you that on July 17, 2019, the State Selection Board approved the City of Avondale's proposed annexation of State Trust land. The State Selection Board's approval is included in the meeting minutes, and are posted on the State Land Department's website <https://land.az.gov/state-selection-board>. The purpose of this letter is to notify you of the approval and advise you of the additional steps necessary to complete the annexation.

Pursuant to Arizona Revised Statutes Title 9, §471.A.1., annexation of State Trust land requires the approval of the State Selection Board and the State Land Commissioner. These approvals are attached so that you may file the blank annexation petition with the County. Please contact Mark Edelman to coordinate the Commissioner's signature on the annexation petition..

We look forward to working with you and your staff toward a successful annexation.

Should you have any questions, please contact Mark Edelman at 602-542-6331 or medelman@azland.gov.

Sincerely,

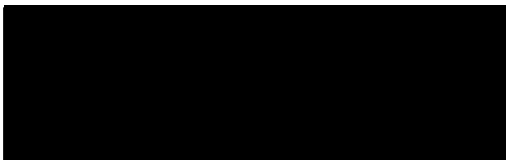

Lisa A. Atkins
State Land Commissioner

Enclosures: ASLD, Approval of Proposed Annexation

cc: Jodie Novak, Planning Director, City of Avondale

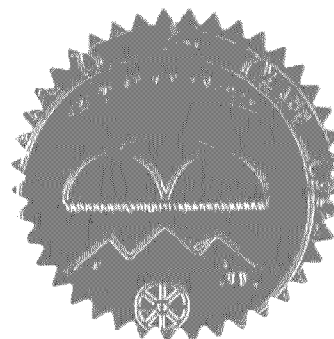
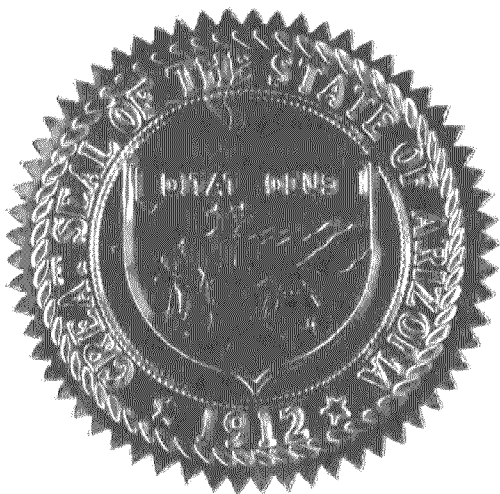
ARIZONA STATE LAND DEPARTMENT
APPROVAL OF PROPOSED ANNEXATION

The Arizona State Land Commissioner has given due consideration and does hereby approve the proposed annexation of State lands, as described in Attachment A, into the incorporated boundaries of the City of Avondale.



LISA A. ATKINS
Commissioner, State of Arizona Land Department

2 Aug. 19
DATE



ATTACHMENT A

LEGAL DESCRIPTION
AVONDALE PARCEL

METES AND BOUNDS IN THE SOUTH HALF OF THE SOUTH HALF OF
SECTION 36, IN TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA,

CONTAINING 5.78 ACRES MORE OR LESS

AFFIDAVIT REGARDING ANNEXATION

I, Brian Craig ("Affiant") for the purpose of filing the blank annexation petition ("Annexation Petition") for the City of Avondale, being duly sworn, depose and say as follows:

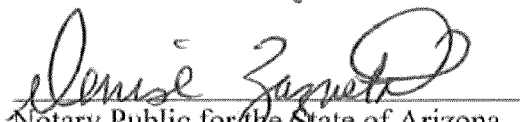
1. I make this affidavit of my own personal knowledge.
2. I am the duly appointed Planning Manager of the City of Avondale, Arizona (the "City") and I am qualified to make this affidavit on behalf of and for the City.
3. I have made a diligent search of the records of the City of Avondale Clerk's Office and of the Maricopa County Recorder's Office for any annexation filing which might involve territory sought to be annexed in the City Annexation Petition, which is filed herewith, with exhibits, in the Maricopa County Recorder's Office.
4. I hereby affirm, pursuant to Ariz. Rev. Stat. § 9-471 (A)(6), that no part of the territory for which the attached Annexation Petition is filed is already subject to an earlier filing for annexation.

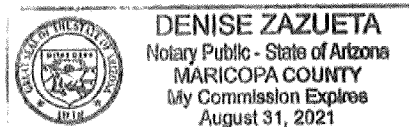
IN WITNESS WHEREOF, the undersigned Affiant has given this affidavit as of January 21, 2020.

AFFIANT


 Brian Craig, Planning Manager

SWORN TO AND SUBSCRIBED before me
 this 21st day of January 2020.


 Notary Public for the State of Arizona



My Commission Expires: