



City of Avondale

City Council Online Meeting

Monday, December 13, 2021

Mayor and Council

Kenneth Weise, Mayor

Veronica Malone, Vice Mayor

Tina Conde, Council Member | Pat Dennis, Council Member

Bryan Kilgore, Council Member | Curtis Nielson, Council Member

Mike Pineda, Council Member

Administration

Charles A. Montoya, City Manager

Cherlene Penilla, Assistant City Manager

Tracy Stevens, Deputy City Manager | Lindsey Duncan, Deputy City Manager

Nicholle Harris, City Attorney | Marcella Carrillo, City Clerk

Online Meeting

Join the meeting and view presentations: <https://avondaleaz.zoom.us/j/99706985158>

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City Council Online Meeting Notice & Agenda Monday, December 13, 2021

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SPECIAL MEETING 6:00 PM

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS

a. PROCLAMATION - HONORING OUTGOING COUNCIL MEMBER

City Council will present a Proclamation honoring Pat Dennis for her service to the community as an elected Council Member. This item is for discussion only.

b. PROCLAMATION - HONORING OUTGOING PARKS AND RECREATION ADVISORY BOARD MEMBERS

City Council will present a Proclamation honoring Katherine Hall and Glen Hein for their service to the community on the Parks and Recreation Advisory Board. This item is for discussion only.

c. AVONDALE EDGE - GOLDEN PROSPECTOR AWARD

City Council will recognize the Avondale EDGE team for being presented with a Golden Prospector Award by the Arizona Association for Economic Development. This item is for discussion only.

3. MINUTES

City Council will consider a request to approve the October 25, 2021 City Council meeting minutes. The Council will take appropriate action.

4. ADJOURNMENT

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

(Time is limited 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. BUDGET ADJUSTMENT FOR FLEET SERVICE LIFT PURCHASE

City Council will consider a request to approve a \$24,000 increase to the administrative award authority for the Fleet Mobile Vehicle Lift Project (22155), a budget transfer in the amount of \$24,000 from the Fleet Operating Budget to the Fleet Capital Budget to fully fund the project (M0166), and authorize the Mayor, or City Manager and City Clerk, to execute the necessary documents. The Council will take appropriate action.

b. MID-YEAR POSITION ADDITIONS AND BUDGET ADJUSTMENTS

City Council will consider a request to: (a) authorize ten new, full-time equivalent (FTE) positions: two Municipal Security Officers; one Public Safety Lieutenant; one Associate Engineer; one Senior Permit Technician; one Engineering Inspector; one Fire Inspector; and one Interdepartmental Homeless Operations Team (IHOT) consisting of one Operations Coordinator; one Outreach Specialist; and one Mental Health Technician; (b) authorize the budget adjustments necessary to fund the positions; and (c) authorize an adjustment the capital improvement carryover. The Council will take appropriate action.

c. SERIES 12 RESTAURANT LIQUOR LICENSE - PANADERIA LA CENTRAL LLC

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 Restaurant Liquor License submitted by Theresa June Morse for the sale of alcohol at Panaderia La Central LLC, located at 725 North Central Avenue in Avondale and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

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

City Council will consider a request to approve the recommendations for the appointment of members of the City's Boards, Commissions and Committees. The Council will take appropriate action.

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

City Council will consider a request to: (a) appoint Christopher Thompson as the Chair of the Planning Commission and Lisa Osborne as the Vice Chair of the Planning Commission for the remainder of the 2022 calendar year; and (b) appoint Carolyn Jones as the Chair of the Board of Adjustment and Maxine White as the Vice Chair of the Board of Adjustment for the 2022 calendar year . The Council will take appropriate action.

f. ORDINANCE 2063-1221 - FIRST AMENDMENT TO LEASE AGREEMENT - PHOENIX CHILDREN'S HOSPITAL, INC.

City Council will consider a request to adopt Ordinance 2063-1221, approving the First Amendment to the Lease Agreement between the City of Avondale and Phoenix Children's Hospital, Inc. and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. COST SHARE AGREEMENT WITH THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (SRP) TO COMPLETE A FEASIBILITY STUDY OF BARTLETT DAM MODIFICATION ALTERNATIVES.

City Council will consider a request to approve a Cost Sharing Agreement with the Salt River Project (SRP) to share in the total cost of performing a feasibility study to evaluate options that will replace lost volume due to sedimentation in the Horseshoe and Bartlett Reservoirs on the Verde River and increase new average annual yield space which could result in potential water deliveries, to be used for Long Term Storage Credits or Off-Project use within Avondale, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. RESOLUTION 1097-1221 - AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR WASTE COLLECTION AND TRANSPORTATION MUTUAL AID WITH PARTICIPATING ARIZONA CITIES AND TOWNS TO INCLUDE THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

City Council will consider a request to adopt Resolution 1097-1221, approving the Amendment to the Intergovernmental Agreement (IGA) for Waste Collection and Transportation Mutual Aid with participating Arizona cities and towns to include the Salt River Pima-Maricopa Indian Community (SRPMC or Community) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. RESOLUTION 1098-1221 - SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA GAME AND FISH COMMISSION TO EXPAND THE COMMUNITY FISHING PROGRAM

City Council will consider a request to adopt Resolution 1098-1221, authorizing a Second Amendment to the Intergovernmental Agreement with the Arizona Game and Fish Commission to expand the Community Fishing Program, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. RESOLUTION 1099-1221 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR THE INSTALLATION OF STREETLIGHTS ON INDIAN SPRINGS ROAD FROM 143RD AVE TO THE GILA RIVER BRIDGE

City Council will consider a request to: (a) adopt Resolution 1099-1221 authorizing an Intergovernmental Agreement (IGA) with Maricopa County for the installation of streetlighting on Indian Springs Road from 143rd Avenue to the Gila River Bridge; (b) create a new CIP project for streetlighting on Indian Springs Road from 143rd Avenue to the Gila River Bridge and; (c) authorize the Mayor, the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. RESOLUTION 1100-1221 - GRANT-IN-AID AGREEMENT WITH TOHONO O'ODHAM NATION

City Council will consider a request to adopt Resolution 1100-1221, accepting a Grant-In-Aid Agreement with the Tohono O'odham Nation in the amount of \$51,322 and authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution. The Council will take appropriate action.

l. RESOLUTION 1101-1221 - BIENNIAL GRANT FUNDING AGREEMENT WITH THE ARIZONA SPORTS AND TOURISM AUTHORITY

City Council will consider a request to adopt Resolution 1101-1221, accepting a Biennial Grant with the Arizona Sports and Tourism Authority in the amount of \$162,500 and authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution. The Council will take appropriate action.

m. RESOLUTION 1102-1221 - AUTHORIZING GRANT ACCEPTANCE FROM GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR DUI/IMPAIRED DRIVING ENFORCEMENT OVERTIME

City Council will consider a request to adopt Resolution 1102-1221, authorizing a grant provided by the Governor's Office of Highway Safety (GOHS) in the amount of \$20,000, which will support the Police Department's funding of Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement Overtime throughout the City of Avondale and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

n. RESOLUTION 1103-1221 AND 1104-1221 - CANVASS OF ELECTION, PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM LOCAL BOARD ELECTIONS

City Council will consider a request to adopt Resolution 1103-1221, declaring and adopting the results of the Local Board Election held on November 18, 2021, electing Evan Titterington as a Board Member to the Public Safety Personnel Retirement System Local Fire Board; and adopt Resolution 1104-1221, declaring and adopting the results of the Local Board Election held on November 18, 2021, electing Ryan Myers as a Board Member to the Public Safety Personnel Retirement System Local Police Board and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

o. RESOLUTION 1105-1221 - RESOLUTION 1106-1221 - RESOLUTION 1107-1221 - BOARD & COMMISSION BYLAW CHANGES

City Council will consider a request to adopt: (a) Resolution 1105-1221, amending the bylaws of the Municipal Arts Commission; (b) Resolution 1106-1221, amending the bylaws of the Neighborhood and Family Services Commission; and (c) Resolution 1107-1221, amending the bylaws of the Sustainability Commission (Energy, Environment, and Natural Resources Commission) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

p. ORDINANCE 2064-1221 - AVONDALE CITY CODE AMENDMENT - CHAPTER 24 – WATER, SEWERS AND SEWAGE DISPOSAL - RELATING TO MUNICIPAL WATER SYSTEM

City Council will consider a request to adopt Ordinance 2064-1221, amending City Code Chapter 24 – Water, Sewers and Sewage Disposal, Article II – Municipal Water System and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

q. ORDINANCE 2069-1221 – ABANDONMENT OF A PORTION OF ROOSEVELT STREET RIGHT-OF-WAY

City Council will consider a request to adopt Ordinance 2069-1221, authorizing the abandonment of a portion of Roosevelt Street right-of-way located between Park Avenue and 112th Drive and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents. Council will take appropriate action.

r. ORDINANCE 2070-1221 – SALE OF REAL PROPERTY LOCATED AT THE SOUTHEAST CORNER OF PARK AVENUE AND ROOSEVELT STREET

City Council will consider a request to adopt Ordinance 2070-1221 authorizing the sale of approximately 16,486 square feet of real property located at the southeast corner of Park Avenue and Roosevelt Street, Avondale, AZ Assessor Parcel Number 102-57-258 and a portion of right-of-way (ROW) of Roosevelt Street (4,285 square feet) abandoned per Ordinance 2069-1221, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

s. AUTHORIZATION TO PROCEED WITH ANNEXATION – THE RESIDENCES AT THE AGUA FRIA - APPLICATION PL-21-0191

City Council will consider a request by Adam Baugh, Withey Morris PLC, on behalf of property owner Mattfeld Holdings LLC to begin the annexation process of approximately 4.11 acres located approximately 1203 feet southwest of the southwest corner of Buckeye Road and El Mirage Road. The Council will take appropriate action.

t. LIV AVONDALE - MINOR LAND DIVISION - APPLICATION PL-21-0261

City Council will consider a request by Mr. Dan Mann of 3 Engineering, on behalf of property owner Mark Hamilton, for approval of Application PL-21-0261 LIV Avondale Minor Land Division (MLD), on 15.58 gross acres of property located at the southwest corner of Roosevelt Street and Avondale Boulevard, subject to one (1) condition of approval as listed in the staff report. The proposed MLD will dedicate public right-of-way along Avondale Boulevard, Roosevelt Street and 117th Avenue, associated public utility easements along both and abandonment of a drainage easement along Avondale Boulevard. This MLD will facilitate the development of the site with a multi-family residential development and coffee shop, which is in Site Plan and Design Review. The Council will take appropriate action.

4. REGULAR AGENDA

a. PUBLIC HEARING AND ORDINANCE 2065-1221 – CLEARSKY REHABILITATION HOSPITAL OF AVONDALE ANNEXATION – APPLICATION PL-21-0124

City Council will hold a public hearing and consider a request to adopt Ordinance 2065-1221, approving a request by Mr. Danny Banks, ClearSky Health, to annex approximately 7.11 acres located at the southwest corner of McDowell Road and 109th Avenue, PL-21-0124 Project ClearSky Annexation and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

b. PUBLIC HEARING AND ORDINANCE 2066-1221 - CLEARSKY REZONING FROM COMMUNITY COMMERCIAL (C-2) TO FREEWAY COMMERCIAL (C-3) – APPLICATION PL-21-0149

City Council will hold a public hearing and consider a request by Robert George, DPS Design, on behalf of property owner ClearSky Health of West Valley Property Company LLC, to adopt Ordinance 2066-1221, rezoning approximately 6.6 gross acres of land located at the southwest corner of McDowell Road and 109th Avenue from Community Commercial (C-2) to Freeway Commercial (C-3) to allow for the development of a rehabilitation hospital. The rezoning request applies to 6.6 gross acres inclusive of the 6.12-acre subject property and the half width of the adjacent McDowell Road right-of-way. There is a concurrent request to annex the property into Avondale's city limits. The Council will take appropriate action.

c. PUBLIC HEARING AND ORDINANCE 2067-1221 - SHADOW RIDGE ANNEXATION – APPLICATION PL-21-0100

City Council will hold a public hearing and consider a request by Ms. Cindy Paddock of HILGARTWILSON, on behalf of property owner EIEIO LLC, to adopt Ordinance 2067-1221, annexing approximately 115.71 acres generally located at the southeast corner of Avondale Boulevard and Miami Avenue, which is south of Lower Buckeye Road, into the jurisdiction of the City of Avondale. The Council will take appropriate action.

d. PUBLIC HEARING AND RESOLUTION 1108-1221 - SHADOW RIDGE – MAJOR GENERAL PLAN AMENDMENT – APPLICATION PL-21-0021

City Council will hold a public hearing and consider a request to adopt Resolution 1108-1221, approving a request by Cindy Paddock of HILGARTWILSON for a Major Amendment to the Avondale General Plan 2030 Land Use Map for Shadow Ridge, a proposed 118.4 gross acre planned development at the southeast corner of Miami Avenue and Avondale Boulevard. If approved, the General Plan 2030 Land Use Map designations for the property will be amended from Estate Low Density Residential to Medium Density Residential. The Council will take appropriate action.

e. PUBLIC HEARING - ORDINANCE 2068-1221 - SHADOW RIDGE REZONING FROM R1-6 TO PLANNED AREA DEVELOPMENT (PAD) – APPLICATION PL-21-0087

City Council will hold a public hearing and consider a request to adopt Ordinance 2068-1221, approving a request by Cindy Paddock of HILGARTWILSON for a Rezone for Shadow Ridge, a proposed 118.4 gross acre planned development at the southeast corner of Miami Avenue and Avondale Boulevard. The proposed Rezone, if approved, will change the zoning from Urban Residential (R1-6) to Planned Area Development (PAD). The Council will take appropriate action.

f. PUBLIC HEARING - RESOLUTION 1109-1221 - HERMOSA RANCH - MAJOR GENERAL PLAN AMENDMENT - APPLICATION PL-21-0001

City Council will hold a public hearing and consider a request to adopt Resolution 1109-1221, approving the Hermosa Ranch Major General Plan Amendment, a Major Amendment to the Avondale General Plan Land Use Map 2030 submitted by Carolyn Oberholtzer with Bergin, Frakes, Smalley & Oberholtzer PLLC on behalf of TGV Investments Voting Trust and Rexco DC, LLC concerning approximately 318 gross acres of land at the southwest corner of Avondale Boulevard & Lower Buckeye Road. The proposal would amend the land use designations of the area from Estate Low Density Residential, Medium Density Residential and Local Commercial to Business Park.

g. PUBLIC HEARING – RESOLUTION 1110-1221 - SOUTH AVONDALE - MAJOR GENERAL PLAN AMENDMENT - APPLICATION PL-21-0014

City Council will hold a public hearing and consider a request to adopt Resolution 1110-1221, approving a City-initiated Major General Plan Amendment to the Avondale General Plan 2030 Land Use Map for South Avondale concerning approximately 38,820 gross acres of land located south of the Sierra Estrella Mountains at the southern end of the City of Avondale's Municipal Planning Area. The proposal would amend the land use designations of the area from a Estate Low Density Residential; Open Space and Parks and; Local Commercial to Open Space and Parks; Floodway and Washes; Rural Low Density Residential; Estate Low Density Residential; Medium Low Density Residential; Medium Density Residential; Medium High Density Residential; High Density Residential; Local Commercial and Resort uses. The subject area is bounded generally by Dobbins Road on the north, Litchfield Road on the west, Patterson Road on the south, and Avondale Boulevard on the east, until the boundary widens eastward to the 67th Avenue alignment at the Ocotillo Road alignment. The Council will take appropriate action.

5. ADJOURNMENT

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

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica o por vídeo. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o intérprete, deben comunicarse con la Secretaría de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.

CITY COUNCIL REPORT

SUBJECT: Proclamation - Honoring Outgoing Council Member

MEETING DATE: 12/13/2021

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-2411

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

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

STRATEGIC PLAN:

Not Applicable

PURPOSE:

City Council will present a Proclamation honoring Pat Dennis for her service to the community as an elected Council Member. This item is for discussion only.

BACKGROUND:

Council Member Pat Dennis has announced her resignation from the Avondale City Council effective January 3, 2022. Council Member Dennis was elected in 2016 to serve as a Member of the Avondale City Council, and was appointed in January 2019 to the position of Vice Mayor for a two-year term.

DISCUSSION:

Council Member Dennis has been a pillar of civic engagement in the Avondale community having served on the Avondale Parks, Recreation and Libraries Advisory Board, the Avondale Municipal Arts Committee, the Valley Metro – Regional Public Transportation Association Board of Directors, and as President of the Southwest Lending Closet. Council Member Dennis' impact on this community cannot be overlooked, and she will be sorely missed.

BUDGET IMPACT:

Not Applicable

RECOMMENDATION:

This item is for discussion only.



Proclamation Honoring Council Member Pat Dennis

December 13, 2021

A proclamation of the Council of the City of Avondale, Arizona, honoring Council Member Pat Dennis for her dedicated service to the Avondale community as a City Council Member.

WHEREAS, Pat Dennis answered the call to service in 2016, when she was elected as Council Member of the City of Avondale at the August 30, 2016 Election; and

WHEREAS, Pat Dennis served as Vice Mayor from January 14, 2019 to January 4, 2021, where she performed the duties of the Mayor during absences of the Mayor; and

WHEREAS, Pat Dennis was re-elected as Council Member of the City of Avondale at the August 4, 2020 Election; and

WHEREAS, Pat Dennis has been a pillar of civic engagement in the Avondale community having served on the Avondale Parks, Recreation and Libraries Advisory Board and the Avondale Municipal Arts Committee; and

WHEREAS, Pat Dennis served on the Valley Metro – Regional Public Transportation Association Board of Directors and on the Southwest Lending Closet as President; and

WHEREAS, Pat Dennis will be greatly missed and warmly remembered as Helpful, Kind and Professional by those who had the privilege of working with her.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale hereby wishes to express its sincere gratitude and appreciation to Pat Dennis for her years of leadership and dedication to the City of Avondale.

Mayor

Attest:

City Clerk

CITY COUNCIL REPORT

SUBJECT: Proclamation - Honoring Outgoing Parks and Recreation Advisory Board Members

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

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

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

STRATEGIC PLAN:

Not Applicable

PURPOSE:

City Council will present a Proclamation honoring Katherine Hall and Glen Hein for their service to the community on the Parks and Recreation Advisory Board. This item is for discussion only.

BACKGROUND:

Katherine Hall and Glen Hein were both originally appointed on January 4, 2016 and have reached their max term limits (which is 2 terms / 6 years of service).

DISCUSSION:

Katherine Hall and Glen Hein have been valuable members of the Parks and Recreation Board for the past six years. Both Ms. Hall and Mr. Hein served in leadership roles, as Chair and Vice Chair, while on the Board. Staff is appreciative of their contributions and input on community programs and events, as well as existing and proposed parks, open space, trails and facilities.

BUDGET IMPACT:

Not Applicable

RECOMMENDATION:

Recognition by Mayor, Council and Staff of Katherine Hall and Glen Hein with a proclamation and plaque for their service to the community.



Proclamation Honoring Glen Hein

December 13, 2021

A proclamation of the Council of the City of Avondale, Arizona, honoring Glen Hein for his dedicated service to the Avondale community as an appointed Board Member.

WHEREAS, Glen Hein has been a resident of the City of Avondale for 18 years and became involved as an appointed volunteer through the City's Board and Commission program; and

WHEREAS, Glen Hein answered the call to service in 2016, when he was appointed as a Board Member to the Parks and Recreation Advisory Board of the City of Avondale, Arizona; and

WHEREAS, Glen Hein has served a total of six years and has reached his term limit in his current position as Board Member; and

WHEREAS, Glen Hein will be greatly missed and warmly remembered as Helpful, Kind, and Professional by those who had the privilege of working with him.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale hereby wishes to express its sincere gratitude and appreciation to Glen Hein for serving two full consecutive terms on the Parks and Recreation Advisory Board of the City of Avondale.

Mayor

Attest:

City Clerk



Proclamation Honoring Katherine Hall

December 13, 2021

A proclamation of the Council of the City of Avondale, Arizona, honoring Katherine Hall for her dedicated service to the Avondale community as an appointed Board Member.

WHEREAS, Katherine Hall has been a resident of the City of Avondale for 16 years and became involved as an appointed volunteer through the City's Board and Commission program; and

WHEREAS, Katherine Hall answered the call to service in 2016, when she was appointed as a Board Member to the Parks and Recreation Advisory Board of the City of Avondale, Arizona; and

WHEREAS, Katherine Hall has served a total of six years and has reached her term limit in her current position as Board Member; and

WHEREAS, Katherine Hall will be greatly missed and warmly remembered as Helpful, Kind, and Professional by those who had the privilege of working with her.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale hereby wishes to express its sincere gratitude and appreciation to Katherine Hall for serving two full consecutive terms on the Parks and Recreation Advisory Board of the City of Avondale.

Mayor

Attest:

City Clerk

CITY COUNCIL REPORT

SUBJECT: Avondale EDGE - Golden Prospector Award

MEETING DATE: 12/13/2021

TO: Mayor and Council

FROM: NO STAFF REPORT

THROUGH:

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

STRATEGIC PLAN:

PURPOSE:

City Council will recognize the Avondale EDGE team for being presented with a Golden Prospector Award by the Arizona Association for Economic Development. This item is for discussion only.

BACKGROUND:

DISCUSSION:

BUDGET IMPACT:

RECOMMENDATION:

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

PURPOSE:

City Council will consider a request to approve the October 25, 2021 City Council meeting minutes. The Council will take appropriate action.

BACKGROUND:

n/a

DISCUSSION:

n/a

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the October 25, 2021 City Council meeting minutes.

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
ONLINE MEETING
October 25, 2021

A **Work Session** of the City Council of the City of Avondale, Arizona was convened using the Zoom Cloud Meeting platform in open and public session at 6:01 p.m. All participants attended by phone or video.

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

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Cherlene Penilla, Assistant City Manager; Tracy Stevens, Deputy City Manager; Lindsey Duncan, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Tony Corsi, Fire & Medical Director; Memo Espinoza, Police Chief; Keith Fallstrom, Interim Finance and Budget Director; Bryan Hughes, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Callie McGraw, Interim Human Resource Director; Kevin Murphy, Development and Engineering Services Director; Dale Nannenga, Public Safety Chief; Marshall Pimentel, Intergovernmental Affairs Administrator; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Marketing and Public Relations Director.

Audience: Approximately ten members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. COMMUNITY SERVICES OFFICER AND LITCHFIELD PARK UPDATE

City Council received an update from staff on the Community Service Officer (CSO) Program, an update to the policing activities in Litchfield Park, and an update on vehicle and equipment maintenance activities for Litchfield Park.

Memo Espinoza, Chief of Police, provided an overview of the CSO Program which includes three positions that were assigned by City Council. The CSO Program was prompted by the civil unrest that the country was facing in the 2020-time frame and was designed to enhance police interaction with the Community. Another intent was to provide a workforce that could take on lower priority community services calls, freeing officers to be available for more serious calls. Staff was prepared through an 11-week training program. Types of calls handled by CSOs include: Parking problems, traffic control, perimeter assistance, translations, vacation watches, intensive patrols and misdemeanor criminal calls for service where no suspect or leads exist. Upon completing training, CSOs were assigned to squads on July 1, 2021. From July 1 to August 31, 2021, CSOs worked a total of 1,006 hours and responded to 367 calls for service.

Mayor Weise commented on the appropriateness of this approach for effectiveness and service of the police department.

Vice Mayor Malone inquired if the CSOs are assigned to a beat. Chief Espinoza stated that unlike Avondale officers, CSOs are not assigned to a beat. They are assigned to a squad and the sergeant assigns CSOs to patrol according to the City's needs. In response to an additional question from Vice Mayor Malone, Chief Espinoza provided an overview of the CSO shift schedules.

Council Member Kilgore inquired about backup timing for CSOs who require assistance. Chief Espinoza noted that CSOs are trained not to respond to calls for service where they could be facing a suspect or investigative lead. However, anything can happen and as such, they are trained to radio for support. If they encounter an aggressive individual, they will retreat to their vehicle and leave. Calls for assistance are answered within minutes. Council Member Kilgore inquired about the follow-up process after an incident occurs. Chief Espinoza noted if there is follow-up that is required, the CFOs will contact the citizens and if additional support is needed, the CFOs will contact neighbors who may have video surveillance by either phone or in-person.

Mayor Weise encouraged Council Member Kilgore to provide any additional follow-up with Chief Espinoza.

Council Member Conde commended everyone involved with implementing the program. She noted its benefits to the residents, the community, and the officers.

Council Member Dennis asked for the ratio of proactive versus reactive time for CSOs. Chief Espinoza acknowledged that he did not have specific figures in response to the question; however, CSOs and officers who are not attending calls for service are to be proactive by driving streets and engaging with the community. In response to a question from Council Member Dennis, Chief Espinoza stated that the City currently has seven beats. Council Member Dennis commended the program for freeing up officers to focus on community issues. It would be helpful to look at next year's budget to expand the number of CSOs for greater impacts and visibility in the community.

Mayor Weise stated that he would like to have an open discussion with Council and staff regarding quality life issues along with noise ordinances, live music and DJs. These discussions can be related directly with what the CSOs can do. It would be helpful to give the CSOs a year to adjust to the existing structure and then consider adding more people.

Council Member Nielson suggested visits to schools when feasible, to interact with students over lunch breaks and other activities. Chief Espinoza thanked him for the suggestion.

Council Member Pineda stated that the data and experience collected in the program will provide valuable feedback in terms of augmenting the program going forward. The CSO officers can also be referred to as customer service positions by going into the community and providing services not typically offered by officers.

Chief Espinoza stated that on July 1, 2021, the Avondale Police Department took over policing services at Litchfield Park. From July 1 through August 31st, officers responded to a total of 643 calls for service, with 266 of these being generated by citizens.

Kirk Beaty, Director of the Public Works Department, added that the Department has been providing fleet maintenance services to the City of Litchfield Park. An IGA established labor costs and preventative maintenance fees. The first invoice has been submitted to Litchfield Park for \$7,400. Public Works is facilitating the purchase of three new police vehicles, which will be purchased and owned by Litchfield Park for use by the Avondale Police Department. These vehicles are not expected to arrive for several months.

Mayor Weise discussed the importance of regional cooperation across boundaries and the hope that other cities get on board.

3. INTRODUCTION TO AVONDALE AQUATIC CENTER PROJECT

City Council received an update from staff regarding the Avondale Aquatic Center Project.

Bryan Hughes, Director of Parks and Recreation, provided a brief historical review of the project inception and progress. The site consists of 20 acres with retention areas to the east and west. Ultimately the project may take five to six additional acres in working around these retention areas. The design team will conduct a process overview, including: A needs assessment; facility programs and space requirements; and operations and business plan. Desired aquatic facility features include: Learn to swim classes, competitive swimming and diving, instructional programs, recreational swimming, lap swimming, exercise and aerobic classes, scuba diving; family and group gatherings, racing course, diving facility, aquatic therapy, ADA compliance, multipurpose rooms, concession, swimming and diving viewing stands.

Aquatic user groups and their amenity needs were reviewed. Potential recreational amenities include zero-depth entry, aquatic play structures, spray pads, water floatables, current channels, vortexes, climbing walls, water basketball and water slides. Competitive pool amenities may consist of: Dimensional requirements, water depth requirements, water temperatures, spectator seating, deck spacing, bulkheads, platform and springboard diving, timing systems, scoreboards, gutter design preferences. Minimum size requirement is six lanes and 25-yard length. Other size options were discussed. Photographs of examples of facilities were provided. Council has set aside approximately \$16 million for the project; however, it is not yet known what extent of development this will cover. A further discussion will likely be needed as the market for labor and supplies increase in cost. Council members provided their top amenity requests:

- Council Member Conde preferred a kiddie waterslide, water basketball, a lazy river, and the I-shaped 25-yard competition pool.
- Council Member Kilgore preferred the I-shaped 25-yard competition pool, the waterslides, an aquatic play structure, and the lazy river.
- Council Member Dennis preferred the I-shaped 25-yard competition pool, the zero-depth entry, the aquatic play structure with a water slide, and the spray pad. She expressed concern that the other pool elements would not be in accessible during

competitions. Lastly, she recommended coordinating an Intergovernmental Agreement with the local schools to fund and maintain the pools.

- Council Member Nielson preferred to not have a climbing wall, the water floatables, or basketball as these elements limit the swimming areas. He preferred to have a lazy river, dual water sides, and zero-depth entry near the play structures. Lastly, he preferred the I-shaped 25-yard competition pool. Council Member Nielson recommended seeking a pool that would be appropriate for swimming lessons.
- Council Member Pineda preferred the I-shaped 25-yard competition pool, the lazy river, kiddie structure with slides, and a sitting area for parents. He preferred to not incorporate basketball or a climbing wall. He recommended providing a small business with a 12-month opportunity to provide food and beverage at the facility.
- Vice Mayor Malone shared a comment from a resident who was inquiring on an aquatic center, she excitedly responded that it is coming soon. She preferred the aquatic play structure, the I-shaped 25-yard competition pool, and the zero-depth entry. She preferred to not incorporate climbing walls. In response to a question, Mr. Hughes noted there will be one indoor/outdoor room but no indoor amenities.
- Mayor Weise agreed with Council Members that the I-shaped 25-yard competition pool should be incorporated. He preferred the aquatic play structure over the zero-depth entry, the current channel/lazy river, and the waterslides. He noted there will be a nearby splash pad facility that family could utilize and acknowledged the concerns for the basketball and climbing wall.

While water basketball was requested by Council Members, there were comments from other Council Members that providing water basketball could create conflicts between those who wish to play and those who wish to swim and that it can be a rough water activity. There was consensus to exclude the climbing wall. There were also concerns regarding the potential for outside competitive organizations to monopolize availability of the pools for the general community.

Mr. Montoya noted the pool will be heated to be used year-round. He stated Mr. Hughes will be creating a schedule and program to ensure residents always have an opportunity to use the facility. Mr. Hughes will be coordinating partnerships with local agencies but stressed the fact that the aquatics facility is a resource for the community.

4. ADJOURNMENT

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

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

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

Meeting adjourned at 7:05 p.m.

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened using the Zoom Cloud Meeting platform in open and public session at 7:15 p.m. All participants attended by phone or video.

Council Member Pineda led the Pledge of Allegiance, followed by a moment of silent reflection.

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

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Cherlene Penilla, Assistant City Manager; Tracy Stevens, Deputy City Manager; Lindsey Duncan, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Tony Corsi, Fire & Medical Director; Memo Espinoza, Police Chief; Keith Fallstrom, Interim Finance and Budget Director; Bryan Hughes, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Callie McGraw, Interim Human Resource Director; Kevin Murphy, Development and Engineering Services Director; Dale Nannenga, Public Safety Chief; Marshall Pimentel, Intergovernmental Affairs Administrator; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Marketing and Public Relations Director.

Audience: Approximately 30 members of the public were present.

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

2. UNSCHEDULED PUBLIC APPEARANCES

None.

3. PRESENTATION ITEMS

a. EXCEPTIONAL STUDENT OF AVONDALE RECOGNITION (AVI STAR STUDENT)

City Council recognized Avondale students from schools located in Avondale for their character and achievement. Donna Gardner, Community Engagement Manager, presented the Exceptional Student of Avondale nominations:

- Sidney Casillas, Arizona Agribusiness and Equine Center - Estrella Mountain
- Kairy Gonzalez Perez, Avondale Elementary School District
- Paige Jensrud, Litchfield Elementary School District
- Aidan Stone, Pendergast Elementary School District
- Alanni Sarinana, Sun Valley Academy-Avondale
- Rebecca Rodriguez, Tolleson Union High School District

Mayor Weise took a moment to offer congratulations and encouragement to the students.

b. RECOGNITION OF FIREFIGHTERS BRAD DUELL, ELIAS AVILA, DAVID SANTANA AND ENGINEER MICHAEL REITER FROM THE AVONDALE FIRE AND MEDICAL DEPARTMENT

City Council, along with the Avondale Fire and Medical Department, recognized Firefighters Brad Duell, Elias Avila, David Santana and Engineer Michael Reiter for their decisive actions and professionalism during a water rescue, saving the life of another.

c. RECOGNITION OF FIRE MARSHAL JASON NAPIER FOR SUCCESSFUL COMPLETION OF THE NATIONAL FIRE ACADEMY'S EXECUTIVE FIRE OFFICER PROGRAM

City Council, along with the Avondale Fire and Medical Department, recognized Fire Marshal Jason Napier for his completion of the four-year Executive Fire Officer Program from the National Fire Academy in Emmitsburg, Maryland and presented Jason Napier with his Official Certificate of Completion.

d. INTRODUCTION OF NEW EMPLOYEES - FIRE AND MEDICAL DEPARTMENT

Tony Corsi, Director of the Fire and Medical Department, introduced the following new firefighters.

- Brant Arnold
- Elias Avila
- Ana Cano
- Justin Conn
- Alejandro Davila
- Aaron Fajardo
- Jovanny Gomez
- Ivaylo Ivanov
- Andrew Jachetta
- Brock Jacobo
- Rene Jimenez
- Jonathan Salazar
- Tyler Werth
- Clay Whitlow

e. INTRODUCTION OF NEW EMPLOYEE - CITY ATTORNEY'S OFFICE

Nicholle Harris, City Attorney, introduced Brandon Cartwright, Attorney I.

f. PROCLAMATION - OCTOBER 2021 AS NATIONAL DOMESTIC VIOLENCE AWARENESS AND PREVENTION MONTH

City Council issued a Proclamation on National Domestic Violence Awareness and Prevention Month.

4. CONSENT AGENDA

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

Mayor Weise requested agenda item 4i be continued to the November 15, 2021 City Council meeting. Motion was made by Council Member Dennis, seconded by Council Member Pineda, to approve the Consent Agenda with the exception of agenda item 4i.

Upon vote, the motion carried unanimously 7 to 0.

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

a. MINUTES

City Council approved the September 20, 2021 and October 4, 2021 City Council meeting minutes.

b. CAPITAL IMPROVEMENT PROGRAM BUDGET TRANSFERS

City Council approved a request to adjust the FY2022 Capital Improvement Plan and FY2022 Asset Replacement Program.

c. FIBER AND CONDUIT SHARING AGREEMENT

City Council approved a fiber and conduit sharing agreement with WANRack to provide in-kind services to the City, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

d. RESOLUTION 1088-1021 – INTERGOVERNMENTAL AGREEMENT - CITY OF PHOENIX AND OTHER POLITICAL SUBDIVISIONS - EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

City Council adopted Resolution 1088-1021, approving an Intergovernmental Agreement with the City of Phoenix and Other Political Subdivisions for the acceptance of the Edward Byrne Memorial Justice Assistance Grant and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. RESOLUTION 1089-1021 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY PARKS AND RECREATION FOR COOPERATIVE RECREATIONAL PROGRAMMING AT ESTRELLA MOUNTAIN REGIONAL PARK

City Council adopted Resolution 1089-1021 authorizing an Intergovernmental Agreement with the Maricopa County Parks and Recreation for cooperative recreational opportunities, programs, marketing, and events at the Estrella Mountain Regional Park, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

f. RESOLUTION 1090-1021 - AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH LITCHFIELD PARK

City Council adopted Resolution 1090-1021, approving an amendment to the Intergovernmental Agreement with Litchfield Park relating to the annexation/deannexation of Wigwam Creek and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

g. ORDINANCE 2055-1021 - CITY CODE AMENDMENT - CHAPTER 19 - PRELIMINARY PLATS

City Council adopted Ordinance 2055-1021, amending Chapter 19 of the Avondale City Code related to the approval of preliminary plats and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

h. ORDINANCE 2056-1021 - LICENSE AGREEMENT WITH DEL RIO RANCH III HOMEOWNERS ASSOCIATION

City Council adopted Ordinance 2056-1021, authorizing a License Agreement with the Del Rio Ranch III Homeowners Association allowing an irrigation pipeline to cross the City's right-of-way and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

i. OMNI AVONDALE SELF-STORAGE – RE-PLAT – APPLICATION PL-21-0152

This item was pulled from the consent agenda for further discussion. Item is listed below in more detail.

j. AUTHORIZATION TO PROCEED WITH ANNEXATION – SHADOW RIDGE - APPLICATION PL-21-0100

City Council approved a request by Cindy Paddock of HILGARTWILSON, on behalf of property owner EIEIO LLC, to begin the annexation process of approximately 116.78 acres generally located at the southeast corner of Avondale Boulevard and Miami Avenue.

THE FOLLOWING ITEM WAS PULLED FROM THE CONSENT AGENDA TO BE VOTED ON SEPERATELY:

4i. OMNI AVONDALE SELF-STORAGE – RE-PLAT – APPLICATION PL-21-0152

City Council were to consider a request by Jason Sanks, Sanks and Associates, on behalf of the property owner Lower Buckeye and Avondale LLC, for approval of a Re-Plat. The proposed Re-Plat divides an 8.67 gross-acre subject property into three (3) parcels and dedicates an eighteen (18) inch private utility easement. The site is located approximately 323 feet north of the northeast corner of Avondale Boulevard and Lower Buckeye Road. City Council did not take action.

Council Member Pineda made a motion to continue agenda item 4i to the November 15, 2021 City Council meeting; Council Member Dennis seconded the motion.

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

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

5. REGULAR AGENDA

a. PUBLIC HEARING - OMNI AVONDALE SELF-STORAGE – CONDITIONAL USE PERMIT – APPLICATION PL-21-0151

City Council were to hold a public hearing and considered a request by Jason Sanks, Sanks and Associates, on behalf of the property owner Lower Buckeye and Avondale LLC, for approval of a Conditional Use Permit to allow for the operation of a mini-storage warehouse and personal storage facility in the Durango Park Planned Area Development (PAD) that allows for C-2 (Community Commercial) uses on the 8.57-acre subject property. City Council did not take action.

Vice Mayor Malone made a motion to continue agenda item 5a to the November 15, 2021 City Council meeting; Council Member Nielson seconded the motion.

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

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

6. ADJOURNMENT INTO EXECUTIVE SESSION

There being no further business before the Council, Vice Mayor Malone moved to adjourn the Regular Meeting into Executive Session pursuant to Ariz. Rev. Stat. § 38431.03(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 litigation; Council Member Pineda seconded the motion.

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

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

Meeting adjourned at 7:51 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 25th day of October 2021. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Carrillo, City Clerk

Date Approved by City Council

CITY COUNCIL REPORT

SUBJECT: Budget Adjustment for Fleet Service Lift Purchase

MEETING DATE: 12/13/2021

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director, (623)333-4417

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

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

This budget adjustment and increase to the administrative award authority will allow completion of the purchase of a mobile automobile lift that will be used to ensure efficient, responsive, and prompt service of the City's growing equipment fleet.

PURPOSE:

City Council will consider a request to approve a \$24,000 increase to the administrative award authority for the Fleet Mobile Vehicle Lift Project (22155), a budget transfer in the amount of \$24,000 from the Fleet Operating Budget to the Fleet Capital Budget to fully fund the project (M0166), and authorize the Mayor, or City Manager and City Clerk, to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Fleet Mobile Vehicle Lift Project (M0166) will purchase a mobile lift that can be used in the equipment repair bays that do not have a permanent lift installed, thus enhancing the overall capabilities and flexibility of the fleet shop. Funding for this project is in the FY2022 Capital Improvement Plan (CIP) in the amount of \$65,000. The original budget amount is no longer enough to complete the purchase due to recent price increases.

DISCUSSION:

Staff recommends a budget transfer of \$24,000 from the Fleet Operating Budget to the Fleet Capital Budget to fully fund the project and a corresponding \$24,000 increase to the project's FY2022 Administrative Award (item 22155) to provide adequate spending authority.

BUDGET IMPACT:

There will be a net zero budget impact.

RECOMMENDATION:

City Council will consider a request to approve a \$24,000 increase to the administrative award authority for the Fleet Mobile Vehicle Lift Project (22155), a budget transfer in the amount of \$24,000 from the Fleet Operating Budget to the Fleet Capital Budget to fully fund the project (M0166), and authorize the Mayor, or City Manager and City Clerk, to execute the necessary documents.

CITY COUNCIL REPORT

SUBJECT: Mid-Year Position Additions and Budget Adjustments

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-1012

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.
 - Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.
 - Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other.
 - Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.
-

PURPOSE:

City Council will consider a request to: (a) authorize ten new, full-time equivalent (FTE) positions: two Municipal Security Officers; one Public Safety Lieutenant; one Associate Engineer; one Senior Permit Technician; one Engineering Inspector; one Fire Inspector; and one Interdepartmental Homeless Operations Team (IHOT) consisting of one Operations Coordinator; one Outreach Specialist; and one Mental Health Technician; (b) authorize the budget adjustments necessary to fund the positions; and (c) authorize an adjustment the capital improvement carryover. The Council will take appropriate action.

BACKGROUND:

Position Request – Police Department

The Police Department is requesting two additional uniformed Municipal Security Officers to address security concerns at the Sam Garcia Library and the Arizona Complete Health Resource Center. Currently, security is provided by a private security company, and the costs of these positions will be partially offset by \$43,000 due to the discontinuation of that service.

Position Request – Office of Public Safety

The Office of Public Safety is requesting a sworn Police Lieutenant position for the purpose of providing management-level supervision and oversight of special events.

Position Request – Development and Engineering Services Department

The Development and Engineering Services Department is requesting three positions (Senior Permit Technician, Engineering Inspector, and Associate Engineer) to assist with the increased growth and development in the city and to help manage capital improvement projects for the city.

Position Request – Fire Department

The Fire Department proposes to add an additional Community Risk Reduction/Fire Investigator to assist with annual business inspections, private fire hydrant inspections, new construction plan review, construction inspections, and other fire prevention-related program activities as assigned.

Position Request – Neighborhood and Family Services

Neighborhood and Family Services proposes to add an Interdepartmental Homeless Operations Team consisting of one Operations Coordinator, one Outreach Specialist, and one Mental Health Technician. Building upon Avondale's robust human services strategy, staff seek to further enhance outreach and coordination by establishing an Interdepartmental Homeless Operations Team.

DISCUSSION:

Position Request – Police Department

Over the past several months, staff has reported vandalism, illegal drug usage, and inappropriate behavior by persons inside and outside the Sam Garcia Library and the Arizona Complete Health Avondale Resource Center. Staff at both locations have expressed concerns for their safety and the safety of families and citizens who frequent the locations. These two additional municipal security guards will work to ensure increased security at these sites.

Position Request – Office of Public Safety

The Lieutenant would supervise the public safety supervisor and their staff and handle the response to special events occurring in the City. The Lieutenant will coordinate the police response to special events and coordinate all actions with the Assistant Chief of Emergency Management (also assigned to the Office of Public Safety). The Lieutenant will ensure traffic and security plans are complete for city events and any significant public event occurring within the City; this includes all NASCAR events. The Lieutenant is the police liaison in the emergency operations center and works with the police and fire threat liaison officers on mitigating any emergency threat incidents or intelligence.

Position Request – Development and Engineering Services Department

Senior Permit Technician position: Currently, there is one Customer Service Representative and one Building Permit Technician who are responsible for all customer service, including phone calls, emails, online submittals, permitting, plan review, routing, filing, and records retention for the Building, Engineering, Fire, and Planning Divisions. The substantial increase in electronic online submittals and email communications is time consuming to receive, review, research, contact applicants, setup the submittal in the software system, and route. The total submittals being handled by front counter staff was more than 5,000 in FY2021 and are on pace for over 5,800 applications in FY2022.

Engineering Inspector position: The Engineering Division currently has three Engineering Inspectors who are responsible for all site inspections for private and public development projects. This additional position will assist with the increase of publicly funded capital improvement projects while maintaining proper and timely inspections for private inspections. The cost of this position will be offset by engineering permit revenue from the increased number of projects.

Associate Engineer position: The Engineering Division currently has two Engineering Project Managers who are responsible for all private and public development projects. This position will assist with the significant increase of these projects, help maintain proper and timely plan review, and provide project coordination and project support. It will also provide staffing support for current staff while increasing support for small cell site submittals, fiber installations, and the expansion of the street lighting network, which has substantially increased in recent years and is projected to continue to grow at a fast pace. This position will be funded by increased engineering permit revenue from an increased number of projects.

Position Request – Fire Department

The addition of a Plans Examiner will allow the City of Avondale to meet its statutory obligations to (a) meet the requirements of Municipal Code Section 10-5(6) to provide an annual business inspection of each commercial occupancy, (b) meet the requirements of Municipal Code Section 10-5(7) to ensure all private fire hydrants are inspected annually, and (c) A.R.S. 9-835 to meet the identified plan review completion timeframes. However, nearly 25% of the business inspections are not completed due to lack of staff. The Municipal Code requires that private fire hydrants be inspected, tested, and maintained in accordance with the Fire Code to ensure hydrants will operate when needed. Currently, 40% of private fire hydrant systems are inspected annually with an undetermined number of impaired private fire hydrants. The percentage of on-time plan review activities is estimated to be 85%. Since July 2018, the Fire Marshal has been conducting the plan review activities at the cost of decreased opportunity to perform other required job-specific activities.

Position Request – Neighborhood and Family Services

Interdepartmental Homeless Operations Teams are a nationally recognized best practice that ensures a coordinated citywide response to ending homelessness. Such teams are effective because they offer a dedicated and multidisciplinary core of professionals from the human services, law enforcement and mental health fields to proactively address issues and provide an immediate response to business and neighborhood concerns. The City's goal is to make homelessness rare, brief and non-recurring by providing leadership, coordination, planning and mobilization of resources. The Neighborhood and Family Services Department and Avondale Police Department, along with the support of several other departments, work collaboratively with other governmental entities and more than 50 human service providers to comprise Avondale's homeless services network. This network provides emergency shelter and a broad array of services to people who are experiencing homelessness or at imminent risk of homelessness. Avondale has seen a 51% increase in unsheltered homeless individuals since 2016.

Capital Carryover Adjustment

The McDowell Road 16 inch Waterline from Avondale Blvd to 99thAve (U0080) was identified in the 2018 Integrated Utility Master Plan and initially funded in the FY2019 budget for \$500,000. Construction has not started on the project. The proposed adjustment to carryover will add the project budget to the FY2022 budget.

The Court Improvements Project (M0033) was initially funded in the FY2020 budget. The proposed adjustment to carryover will add the available project budget of \$194,000 to the FY2022 budget.

BUDGET IMPACT:

The projected cost for the mid-year positions requested and the necessary equipment for the positions in FY2022 is prorated for half the year at \$944,400, and the on-going costs of the positions are projected at \$1,214,200 per year.

	One-time Costs	Ongoing Costs (Per Year)	FY2022 Prorated
IHOT Team (3 positions) (Operations Coordinator, Outreach Specialist, & Mental Health Technician)	\$60,000	\$330,000	\$225,000
Security Officers (2 positions)	\$87,700(includes 1 vehicle)	\$190,000	\$182,700
Police LT (1 position)	\$112,900(includes 1 vehicle)	\$197,100	\$211,450
Fires Examiner/Inspector (1 position)	\$70,000(includes 1 vehicle)	\$132,000	\$136,000
Associate Engineer (1 position)	\$3,400	\$139,100	\$72,950
Senior Permit Tech (1 position)	\$3,300	\$108,200	\$57,400
Engineering Inspector (1 position)	\$35,400(includes 1 vehicle)	\$117,800	\$58,900
Total	\$372,700	\$1,214,200	944,400

The adjustment to capital carryover will use a portion of the accumulated fund balance in the applicable funds for the two projects.

RECOMMENDATION:

Staff recommends that the Avondale Mayor and City Council authorize 10.0 new, full-time equivalent (FTE) positions: two Municipal Security Officers; one Police Lieutenant; one Associate Engineer; one Senior Permit Technician; one Engineering Inspector; one Fire Inspector; and an Interdepartmental Homeless Operations Team consisting of one Operations Coordinator, one Outreach Specialist and one Mental Health Technician; approve a budget amendment from the General Fund Contingency to fund the positions; and approve an adjustment from the unanticipated revenue line item for the capital carryover adjustment.

CITY COUNCIL REPORT

SUBJECT: Series 12 Restaurant Liquor License - Panaderia La Central LLC

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

The approval of this agenda item will promote Avondale community's social connectivity by providing a new social environment for family and friends. This item will increase visitor traffic to Avondale's local businesses.

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 12 Restaurant Liquor License submitted by Theresa June Morse for the sale of alcohol at Panaderia La Central LLC, located at 725 North Central Avenue in Avondale and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Panaderia La Central is located on the southeast corner of Central Avenue and Camino Estrella. Issuance of a new Series 12 (Restaurant) liquor license is required to allow alcohol sales on the premises. Series 12 restaurant liquor licenses are exempt from state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas. The General Plan designates the property as Local Commercial and the current zoning is Community Commercial (C-2), which allows for commercial uses including restaurants. Restaurant uses are compatible with both the Local Commercial General Plan land use designation and the C-2 zoning district.

DISCUSSION:

Staff has received an application from Theresa June Morse for the sale of all alcohol at Panaderia La Central LLC, located at 725 N Central Avenue in Avondale. As required by state law and city ordinance, the application was posted for the required period of time at 725 N Central Avenue beginning on November 2, 2021. 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 \$1350 have been paid in full.

RECOMMENDATION:

Staff is recommending approval of an application for a Series 12 (Restaurant) License submitted by Theresa June Morse for the sale of all alcohol at Panaderia La Central LLC, located at 725 N Central Avenue in Avondale.

State of Arizona
Department of Liquor Licenses and Control

Created 10/30/2021 @ 10:49:04 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	PANADERIA LA CENTRAL		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	725 N CENTRAL AVENUE STE 103-104 AVONDALE , AZ 85323 USA		
Mailing Address:	725 N CENTRAL AVENUE STE 103-104 AVONDALE , AZ 85323 USA		
Phone:	(623)882-0757		
Alt. Phone:			
Email:			

AGENT

Name:	THERESA JUNE MORSE
Gender:	Female
Correspondence Address:	5630 S CENTRAL AVENUE PHOENIX, AZ 85040 USA
Phone:	
Alt. Phone:	
Email:	

OWNER

Name: PANADERIA LA CENTRAL LLC
Contact Name: THERESA JUNE MORSE
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: L17987762 State of Incorporation: AZ
Incorporation Date: 10/29/2012
Correspondence Address: 725 N CENTRAL AVENUE
STE 103-104
AVONDALE , AZ 85323
USA
Phone: (480)353-3803
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 167124
Application Type: New Application *TA*
Created Date: 10/30/2021

QUESTIONS & ANSWERS

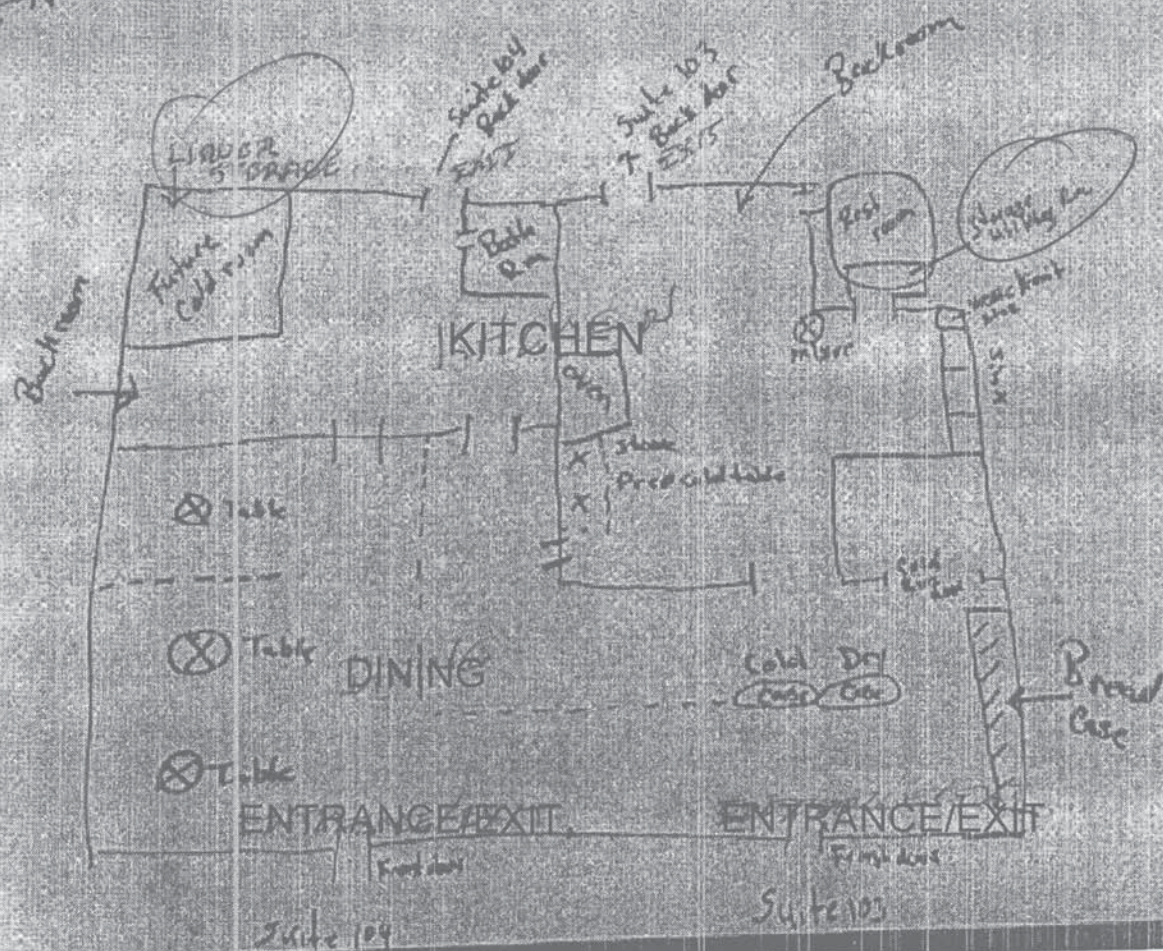
012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
LANDLORD REMEDIES
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
NONE
- 6) Is there a drive through window on the premises?
No
- 7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

Panaderia la Central

SqF 2400

← N





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

DLLC USE ONLY
Job #:

RESTAURANT OPERATION PLAN

- Name of restaurant (Please print): **PANADARIA LA CENTRAL**
- List equipment below by Make, Model, and Capacity : **(PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)**

Grill	WELLS FLAT GRILL
Oven	WOLF 6 GAS BURNER, CONVECTION, IBC OVEN WITH MULTIPLE RACKS
Freezer	BLUE AIR, TAPPAN UPRIGHT, FRIGIDAIRE UPRIGHT, BEVERAGE AIR
Refrigerator	M3 TURBO AIR, SUPER AIR INC. WALK-IN, REF. BAKERY CASE, TRIPLE UNDER COUNTER PREP
Sink	TRIPLE SINK, 2 HAND SINK, 1 PREP SINK, MOP SINK
Dish Washing Facilities	TRIPLE SINK
Food Preparation Counter (Dimensions)	2-SANDWICH PREP, 12 FT WOOD PREP, MULTIPLE STAINLESS STEEL TABLES
Other	42 QT HOBART MIXER, ESPRESSO MACHINE, ICE MAKER, ICE SHAVER, 4 VITAMIX BLENDERS

- Attach a copy of your full menu including prices (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).
- List the seating capacity for:
 - Restaurant dining area of your premises:
(Do not include patio seating) [15]
 - Bar area of your premises: [+ 0]
 - Total dining and bar seating capacity of your premises: [= 15]
- What Type of dinnerware and utensils are utilized within your restaurant?
☒ Reusable ☒ Disposable ☐ Both
- Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☒ No
(If yes, what percentage of the public floor space does this area cover?) _____%
- What percentage of your public premises is used primarily for restaurant dining?
(Do not include kitchen, bar, hi-top tables, or game area.) 75% %

8. Does your restaurant contain any games, televisions, or any other entertainment? ☒ YES ☐ No
(If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

1 - TELEVISION

9. Do you have live entertainment or dancing? ☐ YES ☒ No
(If yes, what type and how often 8.5
example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. Use space below to list how many employees for each position to fully staff your business.

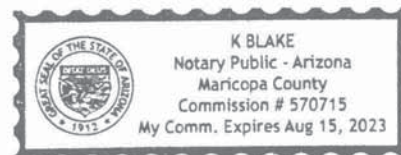
Position	How many
Cooks	2
Bartenders	0
Hostesses	0
Managers	OWNER
Servers	4
Other ()	
Other ()	
Other ()	

I, THERESA JUNE MORSE

, hereby declare that I am the APPLICANT filing this application.
I declare that all statements true, correct and complete.

X

NOTARY	
State of <u>Arizona</u> County of <u>Maricopa</u>	
The foregoing instrument was acknowledged before me this <u>16th</u> day of <u>Oct</u> <u>2021</u>	
My Commission Expires on: <u>Aug 15, 2023</u>	<u>[Redacted Signature]</u>
Date	Signature of Notary Public





Arizona Department of Liquor Licenses and
Control

800 W Washington 5th Floor

Phoenix, AZ 85007-2934

www.azliquor.gov

(602) 542-5141

RECORDS REQUIRED FOR AUDIT

Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of **all** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Dated Guest Checks
 - 4) Coupons/Specials/Discounts
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks
11. Tax Records
 - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
 - B. Income Tax Return - city, state and federal (copies)
 - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
 - A. Copies of all reports required by the State and Federal Government
 - B. Employee Log (A.R.S. §4-119)
 - C. Employee time cards (actual document used to sign in and out each work day)
 - D. Payroll records for all employees showing hours worked each week and hourly wages

13. Off-site Catering Records (must be complete and separate from restaurant records)

- A. All documents which support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

**REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH
A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).**

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

- 1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
- 2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

NOTARY	
I, (Print Full Name) THERESA JUNE MORSE X (Signature) [REDACTED] Controlling Person / Agent State of <u>Arizona</u> County of <u>Maricopa</u> the foregoing instrument was acknowledged before me this <u>14th</u> of <u>Oct</u> <u>2021</u> Day Month Year [REDACTED] Signature of NOTARY PUBLIC	
My Commission Expires on <u>Aug 15, 2023</u>  K BLAKE Notary Public - Arizona Maricopa County Commission # 570715 My Comm. Expires Aug 15, 2023	

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

PANADERIA LA CENTRAL MENU

- Hot Drinks
 - Latte \$3.00
 - Cappuccino \$3.00
 - Americano \$2.00
 - Hot Chocolate \$3.00
 - Vanilla Lover \$3.00
 - Green Matcha \$3.00
 - Cafe de Olla \$3.00
- Cold Drinks
 - Iced Latte \$4.00
 - Iced Americano \$4.00
 - Iced Mocha \$4.00
 - Iced Vanilla Lover \$4.00
 - Iced Green Matcha \$4.00
- Frapeados
 - Chocolate \$5.00
 - Vanilla Lover \$5.00
 - Green Matcha \$5.00
 - Mexican Mocha \$5.00
- Breakfast Sandwiches
 - Bacon \$5.00
 - Chorizo \$5.00
 - Ham \$5.00
- Boba Smoothies
 - Cookies & Cream \$5.00
 - Avocado \$5.00
 - Coconut \$5.00
 - Green Tea \$5.00
 - Honeydew \$5.00
 - Mango \$5.00
 - Taro \$5.00
 - Thai \$5.00
 - Strawberry \$5.00
 - Watermelon \$5.00
- Juices
 - Go Green \$5.00

Cactus, spinach, celery, pineapple, green apple.

- Sumba \$5.00

Spinach, kale, pineapple, mango, cactus, honey.

- Sexy Bee \$5.00

Spinach, mango, cactus, green tea.

- Chiantastic \$5.00

Banana, spinach, celery, ginger, chai.

- Oh-Ran-Ju-Fabulous \$5.00

Pineapple, carrot.

- Makes You Go Nanas \$5.00

Strawberry, banana.

- Oseano \$5.00

Strawberry, mango.

- Beauty \$5.00

Pineapple, aloe vera, honey.

- Gorgeous \$5.00

Carrot, mango, coconut, white chocolate.

- Beet It \$5.00

Beet, carrot.

- Berry Cute \$5.00

Mixed berries, white chocolate.

- Berry Healthy \$5.00

Mixed berries, spinach, honey.

- Flawless \$5.00

Mango, kale.

- Popping Boba
 - Yogurt \$5.00
 - Mango \$5.00
 - Passion Fruit \$5.00
 - Pomegranate \$5.00
- Fruit Smoothies
 - Coconut \$5.00
 - Mango \$5.00
 - Berry \$5.00
 - Strawberry \$5.00
 - Banana \$5.00
- Lunch Specials
 - Steak \$6.00
 - Buffalo Chicken \$6.00
 - Chipotle Chicken \$6.00
 - Ham \$6.00
- Thai Tea
 - Thai Tea Float \$4.00
 - Thai Tea \$4.00
- Licuidados
 - Papaya \$5.00
 - Strawberry \$5.00
 - Mango \$5.00
 - Berry \$5.00
 - Banana \$5.00
- Appetizers & Snacks
 - Tosti Locos \$6.00
 - Tosti Elotes \$6.00
 - Churros Locos \$6.00
 - Churro Plate \$6.00
 - Papas Locas \$3.00
 - Elote en Vaso \$4.00
 - Pepihuates \$6.00
 - Nachos \$6.00
- Raspados
 - Natural Fruit \$4.00

Mango, tamarind, prune, pineapple, lime, strawberry, jamaica.

- Milk \$4.00

Strawberry, pistachio, vanilla, coconut, pecan.

- Water \$4.00

Strawberry, cherry, lime, green apple, grape, orange, watermelon, bubble gum.

- Fruta Preparada

- Pico de Gallo \$4.00
- Escamocha Jalisco \$5.00

Chicken salad stuffed with roma tomatoes.

- Bionico \$7.00

Fresh romaine lettuce & grated cheese.

- Pepihuates \$6.00

Fresh romaine lettuce & grated cheese.

- Fresas Con Crema \$6.00

Fresh romaine lettuce & grated cheese.

- Mangoneada \$5.00

Fresh romaine lettuce & grated cheese.

- Fresada \$5.00

Fresh romaine lettuce & grated cheese.

- Rusa \$5.00

Fresh romaine lettuce & grated cheese.

- Repinada \$5.00

Fresh romaine lettuce & grated cheese.

- Diablitos

- Diablitos \$5.00+

- Aguas Frescas

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- Fresada \$5.00

Fresh romaine lettuce & grated cheese.

- Rusa \$5.00

Fresh romaine lettuce & grated cheese.

- Repinada \$5.00

Fresh romaine lettuce & grated cheese.

- Diablitos

- Diablitos \$5.00+

- Aguas Frescas



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.

fp pending
804.043.

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#: 167124

1. Check the
Appropriate
Box →

☐ Controlling Person

☒ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: MORSE THERESA JUNE Birth Date: [REDACTED]
Last First Middle (NOT a public record)

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

4. Place of birth: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Eyes: [REDACTED] Hair: [REDACTED]
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 [REDACTED]

7. Daytime telephone number: [REDACTED] E-mail address: [REDACTED]

8. Business Name: PANADERIA LA CENTRAL Business Phone: 623 882 0757

9. Business Location Address: 725 N CENTRAL AVENUE AVONDALE AZ MARICOPA 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)
02/2007	CURRENT	CONSULTANT/TRAINER	A.G.A.T.E. 530 E McDOWELL RD STE 107-241 PHOENIX AZ 85004

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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) THERESA JUNE MORSE 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]

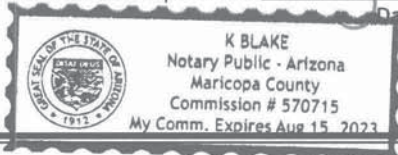
State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on: Aug 15, 2023

Date

6th Day of Oct, 2021
Day Month Year



[REDACTED] Signature of Notary

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

PRINT NAME: _____ SIGNATURE: _____



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

*f.p. pending
805-086*

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

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.

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Liquor License#:

167124

1. Check the
Appropriate
Box →



Controlling Person



Agent



Premises Manager

(complete all questions except #12)

2. Name:

CHAVEZ-DEL VALLE ORLANADO JHASVECK

Birth Date

(NOT a public record)

3. Social Security #:

Driver License#:

State:

ARIZONA

4. Place of birth

City

State

COUNTRY (not county)

Height:

Weight:

Eyes:

Hair:

5. Name of current/most recent spouse:

Last

First

Middle

Birth Date

(NOT a public record)

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

7. Daytime telephone number:

E-mail address:

8. Business Name: PANADERIA LA CENTRAL

Business Phone: 623 / 882 / 0757

9. Business Location Address: 725 N CENTRAL AVENUE AVONDALE AZ MARICOPA 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)
07/2011	CURRENT	OWNER	PANADERIA LA CENTRAL 725 N CENTRAL AVENUE AVONDALE AZ 85323

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
08/2015	CURRENT	

(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) ORLANADO JHASVECK CHAVEZ-DEL VALLE 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: 

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on

Date



DANIELA RODRIGUEZ
Notary Public - Arizona
Maricopa County
Commission # 596336
My Comm. Expires Feb 18, 2025

2/18/2025

17th

Day of

Sept

2021

Year


Signature of Notary

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

PRINT NAME: _____

SIGNATURE: _____



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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.

fp pending
805.086

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#:

167124

1. Check the
Appropriate
Box →



Controlling Person



Agent



Premises Manager

(complete all questions except #12)

2. Name: CHAVEZ YOLANDA ANDREA Birth Date: [REDACTED]
Last First Middle (NOT a public record)

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

4. Place of birth: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Eyes: [REDACTED] Hair: [REDACTED]
City State COUNTRY (not county)

5. Name of current/most recent spouse: [REDACTED] Birth Date: [REDACTED]
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: [REDACTED]

7. Daytime telephone number: [REDACTED] E-mail address: [REDACTED]

8. Business Name: PANADERIA LA CENTRAL Business Phone: 623 / 882 / 0757

9. Business Location Address: 725 N CENTRAL AVENUE AVONDALE AZ MARICOPA 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)
07/2011	CURRENT	OWNER	PANADERIA LA CENTRAL 725 N CENTRAL AVENUE AVONDALE AZ 85323

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

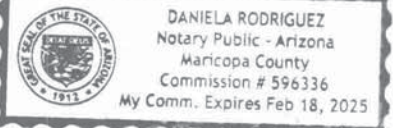
FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
08/2014	CURRENT	[REDACTED]

(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

ADDRESS		NOTARY
I (Print Full Name) YOLANDA A CHAVEZ		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 <u>Arizona</u> County of <u>Maricopa</u>	The foregoing instrument was acknowledged before me this <u>17th</u> Day of <u>Sept</u> , 2025
My Commission Expires on: <u>02/18/2025</u>	Date	Year
		[REDACTED]

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

PRINT NAME: _____ SIGNATURE: _____



LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant		
Applicant's Name	Theresa June Morse		
Business Name	Panaderia La Central		
Business Address	725 N Central Avenue		
Department Comments			
☒ Police Department ☐ Development Services		☐ Fire Department ☐ Finance Department	
☒ Approved		☐ Denied	
<i>Jonathon Martin</i> E-Signature Jonathon Martin Name		Lieutenant Title 11-02-2021 Date	

This license is scheduled for the City Council Meeting on: December 13.2021

Please email form back to the City Clerk's Office by: November 9th, 2021

LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Theresa June Morse
Business Name	Panaderia La Central
Business Address	725 N Central Avenue
Department Comments	
No comments	
☐ Police Department	☒ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
<i>Jason Napier</i> E-Signature	Fire Marshal Title
Jason Napier Name	11-3-2021 Date

This license is scheduled for the City Council Meeting on: **December 13, 2021**

Please email form back to the City Clerk's Office by: **November 9th, 2021**

LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Theresa June Morse
Business Name	Panaderia La Central
Business Address	725 N Central Avenue
Department Comments	
No concerns.	
☐ Police Department ☐ Development Services	☐ Fire Department ☒ Finance Department
☒ Approved	☐ Denied
<i>Daniel Vazquez</i> E-Signature Daniel Vazquez Name	Accountant/Tax Auditor Title 11/4/21 Date

This license is scheduled for the City Council Meeting on: December 13, 2021

Please email form back to the City Clerk's Office by: November 9th, 2021



LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant	
Applicant's Name	Theresa June Morse	
Business Name	Panaderia La Central	
Business Address	725 N Central Avenue	
Department Comments		
☐ Police Department ☐ Fire Department		
☒ Development Services ☐ Finance Department		
☒ Approved ☐ Denied		
Augustus Gerletti E-Signature Augustus Gerletti Name Associate Planner Title 11/09/2021 Date		

This license is scheduled for the City Council Meeting on: December 13.2021

Please email form back to the City Clerk's Office by: November 9th, 2021



Development Services & Engineering Department

DATE: November 09, 2021

TO: Marcella Carrillo, City Clerk

PREPARED BY: Augustus Gerletti, Associate Planner

SUBJECT: Series 12 (Restaurant) Liquor License
Panaderia La Central
725 N. Central Avenue

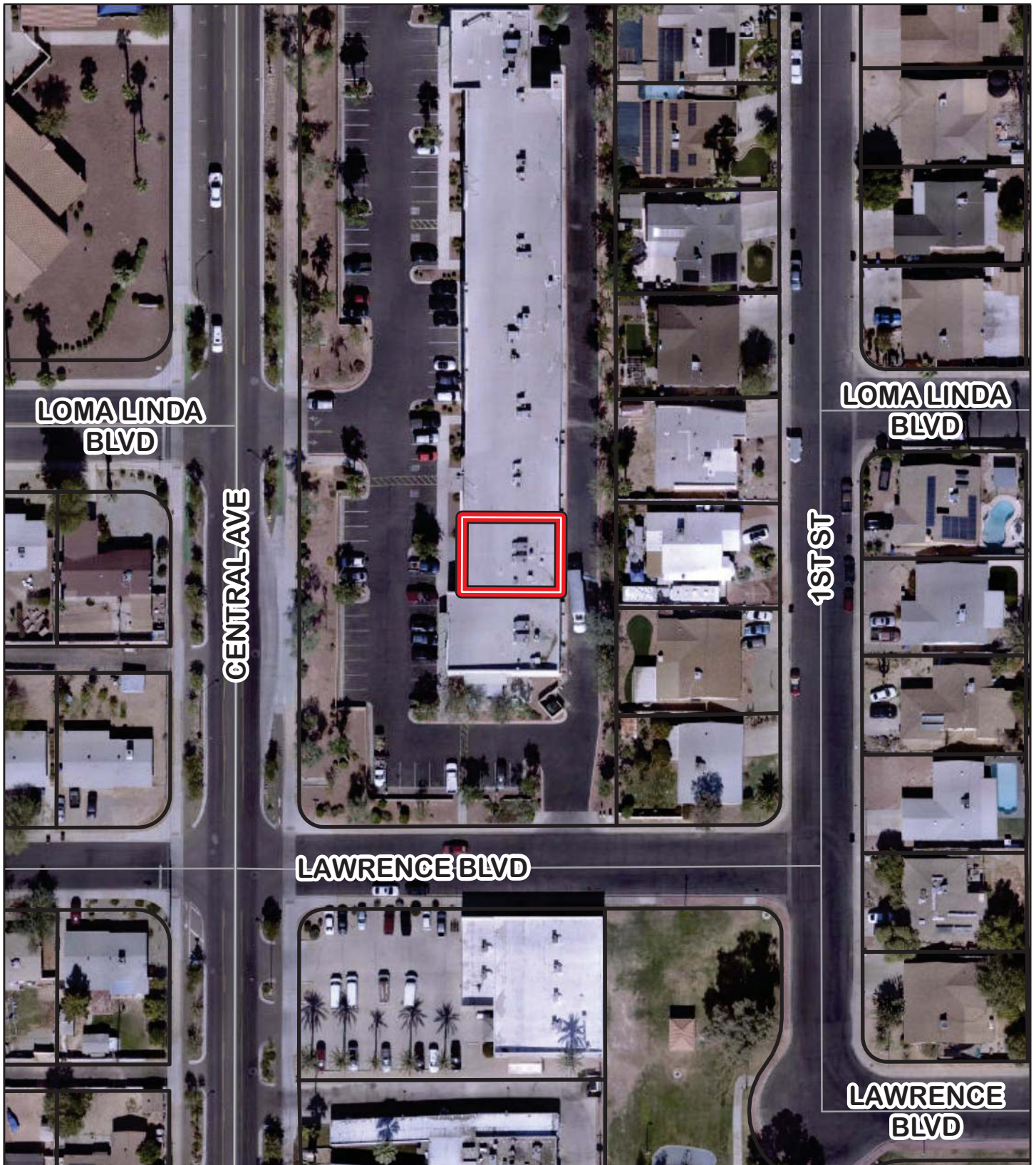
Panaderia La Central is located approximately southeast corner of Central Avenue and Camino Estrella. Issuance of a new Series 12 (Restaurant) liquor license is required to allow alcohol sales on the premises.

Series 12 (Restaurant) liquor licenses are exempt from state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas.

The General Plan designates the property as Local Commercial and the current zoning is Community Commercial (C-2), which allows for commercial uses including restaurants. Restaurant uses are compatible with both the Local Commercial General Plan land use designation and the C-2 zoning district.

Staff recommends approval of this request.

Attachment: Aerial Photograph
Zoning Vicinity Map



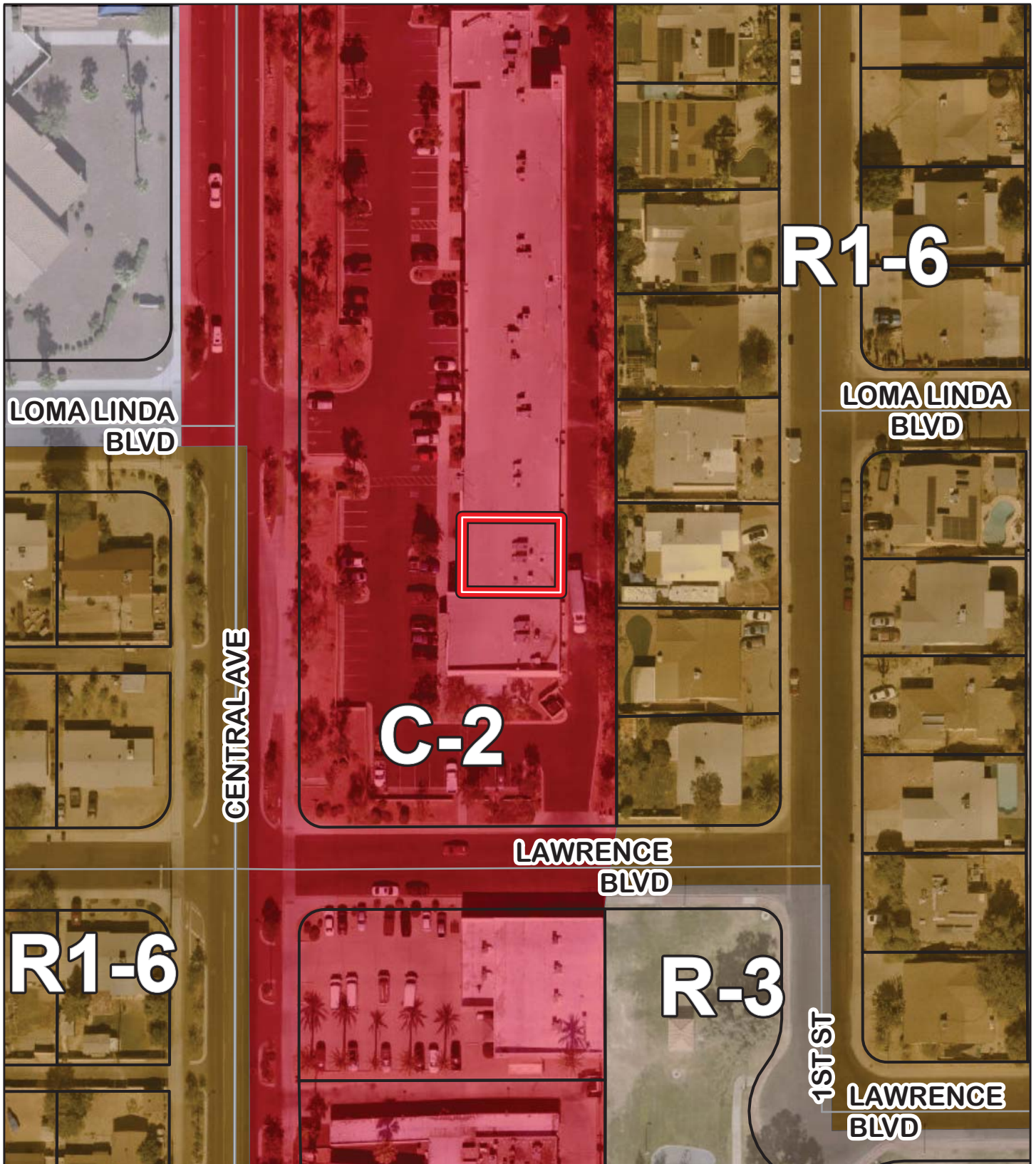
Aerial Photograph



Business Location



Date: 11/9/2021



Zoning Vicinity



Business Location





PANADERIA LA CENTRAL
725 N CENTRAL AVENUE STE #103-104
AVONDALE, AZ 85323

SALIDA
EXIT



CITY COUNCIL REPORT

SUBJECT: Appointment of Members to the City's Boards, Commissions and Committees

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other. The approval of this agenda item will allow residents to serve Avondale as an appointed board member, increasing community engagement.

PURPOSE:

City Council will consider a request to approve the recommendations for the appointment of members of the City's Boards, Commissions and Committees. The Council will take appropriate action.

BACKGROUND:

The Council Boards, Commissions, and Committees Subcommittee makes recommendations for membership based on term expiration, vacancies from resignations, or changes to member eligibility status. As required in the City Council Rules of Procedures, the City Clerk emailed all candidates notifying them of the recommendations.

DISCUSSION:

The Council Subcommittee on Boards, Commissions and Committees held a meeting on November 29, 2021 to discuss and recommend candidates for appointment to the City's Boards, Commissions, and Committees. The Council Subcommittee recommendations for appointment are listed below:

Board of Adjustment

Carolyn Jones as a Regular Member for a full term to expire on 6/30/2024 (reappointment)

Gloria Solorio as a Regular Member for a partial term to expire on 12/31/2023

Correction Officer Retirement Plan Board

Stephanie Robinson as a Regular Member for a full term to expire on 6/30/2025 (reappointment)

Volunteer Fire Fighter Pension Board

Angela Medina as a Regular Member for a full term to expire on 6/30/2025 (reappointment)

Parks & Recreation Advisory Board

Rose Vasquez as a Regular Member for a full term to expire on 6/30/2024 (reappointment)

Lilly Lazo as a Regular Member for a full term to expire on 6/30/2024 (reappointment)

Valene Johnston as a Regular Member for a full term to expire on 6/30/2024

Planning Commission

Linda Warren as a Regular Member for a full term to expire on 6/30/2024 (reappointment)

Denise Stanfield as a Regular Member for a full term to expire on 6/30/2024 (reappointment)

Blanca Uvari as a Regular Member for a full term to expire on 6/30/2024 (reappointment)

Neighborhood & Family Services Commission

Oliver Morrison as a Regular Member for a full term to expire on 6/30/2024 (reappointment)

Michelle McMullen as a Regular Member for a full term to expire on 6/30/2024 (reappointment)

Public Safety Personnel Retirement System (Fire/Police) Boards

Paul Lemmon as a Regular Member for a full term to expire on 6/30/2025 (reappointment)

Risk Management Trust Fund Board and Worker's Compensation Trust Board

Eddie James as a Regular Member for a full term to expire on 6/30/2024

Energy, Environment, & Natural Resources Commission (Sustainability Commission)

Paul Lemmon as a Regular Member for a full term to expire on 6/30/2024 (reappointment)

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff is recommending that the Council approve the subcommittee's recommendations for the appointment of members of the city's boards, commissions, and committees.

CITY COUNCIL REPORT

SUBJECT: Appointment of Chair and Vice Chair to the Planning Commission and Board of Adjustment

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

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

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

STRATEGIC PLAN:

This agenda item supports the Connected Community Strategic Outcome Area. Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other. The Board & Commission program was created to expand community engagement opportunities for residents.

PURPOSE:

City Council will consider a request to: (a) appoint Christopher Thompson as the Chair of the Planning Commission and Lisa Osborne as the Vice Chair of the Planning Commission for the remainder of the 2022 calendar year; and (b) appoint Carolyn Jones as the Chair of the Board of Adjustment and Maxine White as the Vice Chair of the Board of Adjustment for the 2022 calendar year. The Council will take appropriate action.

BACKGROUND:

On December 7, 2020, David Iwanski was appointed as the Chair for the Planning Commission and Christopher Thompson was appointed as the Vice Chair for the Planning Commission. On July 15, 2021, David Iwanski submitted a letter of resignation to be effective on September 1, 2021 as he is moving out of the state.

On September 7, 2021, Chris Thompson was appointed as the Chair of the Planning Commission and Lisa Osborne was appointed as the Vice Chair of the Planning Commission for the remainder of 2021.

On December 7, 2020, Melissa Valdez was appointed as the Chair of the Board of Adjustment and Maxine White was appointed as Vice Chair of the Board of Adjustment. Although appointed, the members of the Board of Adjustment have not held a meeting in the past year as the board meets on an as-needed basis.

DISCUSSION:

The Bylaws for the Planning Commission and the Board of Adjustment require that the Council appoint the Chair and Vice Chair for these bodies. Each year, staff recommends members to serve in these positions for the upcoming years. This year's recommendations are as follows:

Planning Commission	Board of Adjustment
Chair - Chris Thompson	Chair - Carolyn Jones
Vice Chair - Lisa Osborne	Vice Chair - Maxine White

The members will serve in these positions for all of 2022.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff is recommending approval of staff's recommendations for appointment of members to serve as Chair and Vice Chair of the Planning Commission and the Board of Adjustment for all of 2022.

CITY COUNCIL REPORT

SUBJECT: Ordinance 2063-1221 - First Amendment to Lease Agreement - Phoenix Children's Hospital, Inc.

MEETING DATE: 12/13/2021

TO: Mayor and Council

FROM: Kenneth Chapa, Economic Development Director, (623) 333-1411

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-1012

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Diverse Recreation and Entertainment Opportunities - Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle. The approval of this agenda item will help increase visitor traffic to Avondale.

PURPOSE:

City Council will consider a request to adopt Ordinance 2063-1221, approving the First Amendment to the Lease Agreement between the City of Avondale and Phoenix Children's Hospital, Inc. and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On or about November 3, 2020, the City Council approved a lease for approximately 7,880 square feet of space at The BLVD for Phoenix Children's Hospital, Inc. ("Tenant") for the purpose of operating a medical facility, medical offices, physical therapy, rehabilitation and education center and for other purposes ancillary to the aforesaid use and/or for other general medical purposes. The project will create at least ten full time medical jobs.

Following that approval, two (2) amendments are requested as set forth below:

1. Inclusion of Suite Number #101; and
2. Revision of Assigned Parking Spaces.

DISCUSSION:

Two (2) amendments are requested as set forth below:

1. Inclusion of Suite Number 101: Tenant informed staff that the ADHS requires Tenant to have a suite number on any executed leases. At the time of the lease signing, Tenant leased multiple spaces that had all been assigned separate suite numbers, and as a result, no suite number was indicated on the original lease. As part of Tenant's improvements, the multiple suites have been reconfigured to become one single suite. As

a result, GIS staff have assigned Tenant Suite #101, and deleted the absorbed suite numbers from the addressing system.

2. Parking Spaces: As a result of the curb cuts (and related bump outs) to create access to The BLVD parcels just west of 114th Ave., parking spaces 36-45 (plus north handicap parking stall) will be removed. In the original Lease, Tenant was assigned parking spaces, including 36-41. As these spaces will be removed, it is necessary to provide Tenant with an equal number of spaces. Staff will work cooperatively with Tenant to determine the precise spaces, and Lease amendment should indicate that Tenant is assigned 14 parking spaces.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends adoption of an Ordinance, approving the First Amendment to the Lease Agreement between the City of Avondale and Phoenix Children's Hospital, Inc.

ORDINANCE NO. 2063-1221

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF AVONDALE AND PHOENIX CHILDREN'S HOSPITAL, INC.

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

SECTION 1. The First Amendment to the Lease Agreement between the City of Avondale and Phoenix Children's Hospital, Inc. 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 and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 13, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2063-1221

[First Amendment]

See following pages.

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Agreement") is effective this 1st day of November, 2021 and is entered into by and between The City of Avondale, ("Lessor") and Phoenix Children's Hospital, Inc., ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee entered into a Lease Agreement made and executed as of the November 3, 2020, (the "Original Lease"), and

WHEREAS, Lessor and Lessee desire to modify certain provisions of said Original Lease as more specifically set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **DEMISED PREMISES:** The description of the **Demised Premises** as set forth in Item 1 of the Lease Agreement Cover Sheet of the Original Lease is hereby named Suite 101.

2. **REAFFIRMATION OF TERMS:** Except as modified above, Lessor and Lessee reaffirm and ratify all the other terms and provisions of the Original Lease. Lessor and Lessee further represent and warrant that the individual executing this Agreement as their representative has been duly authorized to do so, and once executed this Agreement shall be a binding legal obligation of Lessor and Lessee.

This Agreement may be executed in several counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same Agreement. This Agreement may be executed by each party upon a separate copy. Signature pages exchanged by facsimile or electronic mail shall be fully binding.

IN WITNESS WHEREOF, Lessor and Lessee have executed this First Amendment to Lease the day and year first above written.

Lessor:

The City of Avondale

By: _____

Its: _____

Lessee:

Phoenix Children's Hospital, Inc.

By: _____

Its: SVP, Construction and Special Projects

CITY COUNCIL REPORT

SUBJECT: Cost Share Agreement with the Salt River Project Agricultural Improvement and Power District (SRP) to complete a Feasibility Study of Bartlett Dam Modification Alternatives.

MEETING DATE: 12/13/2021

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director, (623) 333-4417

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

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

This innovative agreement demonstrates a partnership between Avondale and Salt River Project (SRP), as well as other valley government organizations to identify opportunities which continue to strengthen our water portfolio.

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.

This agreement demonstrates creative collaboration to ensure a more sustainable water resource is available for current and future residents through effective water resource management.

PURPOSE:

City Council will consider a request to approve a Cost Sharing Agreement with the Salt River Project (SRP) to share in the total cost of performing a feasibility study to evaluate options that will replace lost volume due to sedimentation in the Horseshoe and Bartlett Reservoirs on the Verde River and increase new average annual yield space which could result in potential water deliveries, to be used for Long Term Storage Credits or Off-Project use within Avondale, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

A mitigation study was completed earlier this spring (2021) by the Bureau of Reclamation to determine options and costs of removing sediment and/or restoring capacity in the reservoirs on the Verde River (Horseshoe and Bartlett Reservoirs). Viable options, which include potential modification or construction of a new Bartlett Dam, were identified and a determination to initiate a Feasibility Study was proposed.

Salt River Project contacted Avondale as well as other valley municipalities to discuss the protentional interest of sharing the cost to evaluate potential projects to restore lost storage volume and opportunities to create additional storage volume on the Verde River system for the purpose of recharge and on or off project water use.

DISCUSSION:

The cost sharing agreement will allow Avondale to participate in the development process of the study, and ultimately place Avondale in a position to benefit from a portion of additional storage realized if the project is evaluated and constructed, subject to additional contributions to design and construction costs to be determined. The Infrastructure Investment and Job Act recently passed through both the Senate and House of Representatives allocated funding to the Bureau of Reclamation which includes the Bartlett Feasibility Study,

The estimated cost of the study is \$5,000,000 and Avondale's portion totals \$120,000 over four years (less than 3% of total). This contribution is for the Feasibility Study only, which is expected to take four years to complete. This contribution amount secures Avondale's position as a non-voting member of the project Steering Committee, which is an appropriate role in which to ensure the City's interest in this project. Recommendations from this study will determine next steps, refined costs for the defined alternatives as well as technical, environmental, and economic impacts of the project.

Avondale entered into a Memorandum of Understanding (MOU) with SRP in August of this year, indicating our desire to partner on this project along with most valley municipalities, two private water companies, three irrigation districts, and the Fort McDowell Yavapai Nation.

The overall goal is to improve the Verde River water supplies and its management, with improved renewable surface water supplies. Although this effort will span many years, this is a long-term strategic goal which will help achieve Avondale's eight-year long-term storage credit "Build Out" supply, as well as potentially off-set reliance on our Colorado River allocation as the shortage conditions within the Colorado River basin system continue to worsen.

BUDGET IMPACT:

Avondale's share of the four-year study will not exceed \$120,000. The city's share of \$30,000 in FY2022 was included in the Water Fund's adopted operating budget. Staff will budget the remaining \$90,000 by allocating \$30,000 each year in FY2023, FY2024, and FY2025 through the annual budget process.

RECOMMENDATION:

Staff recommends Council approve a Cost Share Agreement with the Salt River Project Agricultural Improvement and Power District (SRP) for a Feasibility Study of Bartlett Dam Modification Alternatives in an amount not to exceed \$120,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**AGREEMENT TO SHARE COSTS FOR THE FEASIBILITY STUDY OF BARTLETT DAM
MODIFICATION ALTERNATIVES
AMONG COST-SHARE PARTNERS
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

1. PARTIES:

This Agreement to Share Costs for the Feasibility Study of Bartlett Dam Modification Alternatives (“Agreement”), entered into this ____ day of _____, 2021 is by and among those entities listed in Exhibit A (“Cost-Share Partners”) and the Salt River Project Agricultural Improvement and Power District (“SRP”). SRP and the Cost-Share Partners are referred to collectively as “Parties” and individually as “Party”.

2. RECITALS:

This Agreement is made with regard to the following:

- 2.1. The Salt River Valley Water Users’ Association (“Association”) and Salt River Project Agricultural Improvement and Power District (“District”) operate the Salt River Federal Reclamation Project, including Bartlett and Horseshoe reservoirs on Verde River, and have rights to storage of waters of the Verde River. The City of Phoenix has a stored water right resulting from construction of spillway gates at Horseshoe Dam. As of 2012, SRP estimates that Horseshoe Reservoir had lost 45,749 AF of conservation capacity to sedimentation that is shared between the Association and District and the City of Phoenix.
- 2.2. The United States Department of the Interior’s Bureau of Reclamation (“Reclamation”), in partnership with SRP, conducted the Verde Reservoirs Sediment Mitigation Study to investigate options to restore capacity lost in SRP’s Verde River reservoirs due to sediment accumulation, which impacts critical water supplies for central Arizona.
- 2.3. Reclamation issued a draft Verde Reservoirs Sediment Mitigation Study Appraisal Report (“Draft Appraisal Report”) in May 2021 recommending that Reclamation:
 - 2.3.1. Seek/confirm authority to initiate a feasibility study to determine the technical, environmental, economic, and financial feasibility of implementing one of two Bartlett Dam modification alternatives to enable

central Arizona to adapt water management to changing climate conditions (“Bartlett Dam Modification Feasibility Study”);

- 2.3.2. Address topics identified in the Verde Reservoirs Sediment Mitigation Study during the feasibility study process; and
- 2.3.3. Develop cost-share agreements between Reclamation and potential beneficiaries for completing the Bartlett Dam Modification Feasibility Study.
- 2.4. The Parties support Reclamation’s recommendations in the Draft Appraisal Report and the initiation of the Bartlett Dam Modification Feasibility Study to further evaluate alternatives for modification of Bartlett Dam to improve management of water supplies of the Verde River, reduce reliance on groundwater, and help position central Arizona to manage extended droughts and shortages created by climate change impacts on the Colorado, Salt, and Verde River watersheds.
- 2.5. SRP and various participating entities signed a memorandum of understanding (“SRP-Participating Entities MOU”) attached hereto as Exhibit B to describe the cooperative efforts and roles and responsibilities of those parties related to supporting Reclamation in completing the Bartlett Dam Modification Feasibility Study including the development and execution of a cost-share agreement and the formation of a steering committee (“Steering Committee,” as described in Paragraph 10) to provide timely and effective feedback and guidance to support Reclamation in achieving the milestones necessary to complete the Bartlett Dam Modification Feasibility Study. This Agreement is the cost-share agreement described in Paragraph 5 of the MOU.
- 2.6. SRP and the Fort McDowell Yavapai Nation signed a memorandum of understanding (“SRP-FMYN MOU”) attached hereto as Exhibit C to describe the cooperative efforts and roles and responsibilities of SRP and the Fort McDowell Yavapai Nation related to supporting Reclamation in completing the Bartlett Dam Modification Feasibility Study including the development and execution of a cost-share agreement and participation in the Steering Committee to provide timely and effective feedback and guidance to support Reclamation in achieving the milestones necessary to complete the Bartlett Dam Modification Feasibility Study.
- 2.7. SRP and Reclamation have signed or will sign a cost-share agreement (“SRP-Reclamation Cost-Share Agreement”) as a mechanism to provide the non-federal cost share required for completing the Bartlett Dam Modification Feasibility

Study, including the funds collected under this Agreement, for completing the Bartlett Dam Modification Feasibility Study.

3. AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

4. INCORPORATION OF RECITALS:

The recitals listed above are hereby incorporated into and expressly made part of this Agreement.

5. SCOPE:

This Agreement sets terms and conditions for (1) the estimated annual costs the Parties expect to pay in support of the Bartlett Dam Modification Feasibility Study, (2) how the costs will be shared among the Parties, (3) the process to remit payment, (4) the process for formation of and participation in the Steering Committee, and (5) the process for voluntary departure, removal, and addition of Cost-Share Partners and Steering Committee Members.

6. EFFECTIVE DATE AND TERM OF AGREEMENT:

6.1. For SRP and City of Phoenix, this Agreement is effective and binding upon the execution by SRP and City of Phoenix. For any Party other than SRP and City of Phoenix, this Agreement is effective and binding upon execution by that Party. This Agreement remains effective until terminated as provided in Subparagraphs 6.2 or 6.3.

6.2. This Agreement terminates when both of the following have occurred: (1) a final Bartlett Dam Modification Feasibility Study is issued by Reclamation, and (2) when all funds required to be transferred under this agreement are transferred from the Cost-Share Partners to SRP or refunded to the Cost-Share Partners as provided in Paragraph 12.

6.3. This Agreement may terminate as provided in this Subparagraph 6.3 in the event that Reclamation determines it will not proceed with the Bartlett Dam Modification Feasibility Study. In such an event, SRP shall meet and confer with the Cost-Share Partners on such determination and whether the Parties have

exhausted their reasonable options to support Reclamation in proceeding with a Bartlett Dam Modification Feasibility Study. After such meeting, SRP may terminate this Agreement by providing written notice to the Cost-Share Partners of such termination. In such an event, this Agreement will terminate when both of the following have occurred: (1) SRP sends the written notice of termination under this Subparagraph 6.3 and (2) all appropriate payments and refunds have been issued.

7. ADMINISTRATIVE REPRESENTATIVES:

Within thirty (30) calendar days after execution of this Agreement, each Party shall designate in writing to the other Parties or by electronic mail with read receipt to the other Parties, an Administrative Representative and an Administrative Alternate to administer this Agreement on behalf of the designating Party. Written notice of a change of an Administrative Representative or Administrative Alternate shall be provided within thirty (30) calendar days of such change. The Administrative Alternate shall act only in the absence of the Administrative Representative. Neither the Administrative Representatives nor the Administrative Alternates shall have authority to amend, modify, or supplement this Agreement. Decisions of the Administrative Representatives pursuant to this Agreement shall be in writing and signed by them.

8. ESTIMATED COSTS:

- 8.1. The Parties plan to contribute funding towards the estimated nonfederal share of costs ("Nonfederal Cost-Share Estimate") for the Bartlett Dam Modification Feasibility Study. The initial Nonfederal Cost-Share Estimate is \$5,000,000. The Nonfederal Cost-Share Estimate may increase or decrease based on federal appropriations and as project plans are developed.
- 8.2. With respect to issues related to the estimated costs for funding the Bartlett Dam Modification Feasibility Study the Parties shall convene the Steering Committee on an annual basis ("Annual Cost Assessment Meeting") to discuss and assess such issues. At the Annual Cost Assessment Meeting, the Parties shall make determinations on issues including but not limited to: (1) adjustment of the Nonfederal Cost-Share Estimate, (2) identification of federal funding availability, and (3) the annual contribution level of each Party ("Annual Contribution Level"). SRP will notify the Steering Committee of any identified change in total project cost that exceeds ten percent of the then-budgeted project cost at the next scheduled Steering Committee meeting.

- 8.3. At the Annual Cost Assessment Meeting, SRP shall present updates to the Steering Committee regarding: (1) information relevant to the Nonfederal Cost-Share Estimate, (2) availability of federal funding, and (3) anticipated adjustments to the Annual Contribution Level of each Party. These updates will be provided based on information and analysis developed by SRP in consultation with Reclamation. Prior to the Annual Cost Assessment Meeting, SRP shall develop and send for approval of the Steering Committee a report for the Annual Cost Assessment Meeting (“Annual Cost Assessment Report”). The Annual Cost Assessment Report will include: (1) the proposed Nonfederal Cost-Share Estimate and (2) the proposed Annual Contribution Levels of each Party for the following year. Consistent with Subparagraph 9.5, Fort McDowell Yavapai Nation and Buckeye Water Conservation and Drainage District will not be required to contribute any funding under this Agreement. The Steering Committee may vote on such approval of the Annual Cost Assessment Report at the Annual Cost Assessment Meeting but shall do so no later than thirty (30) calendar days after such Annual Cost Assessment Meeting.
- 8.4. Each Party shall contribute an annual amount equal to its Annual Contribution Level and remit payment for its Annual Contribution Level as described in Paragraph 12. The Annual Contribution Level as defined in this Agreement includes the option for a Party to elect to budget and appropriate the full amount of \$400,000 to participate in this Agreement as a Voting Member at the time of the Effective Date of the Agreement for that Party. Payment will be made pursuant to Section 12 of this Agreement. The Parties’ Annual Contribution Levels are summarized in Exhibit D. The Steering Committee shall update Exhibit D in accordance with the Annual Cost Assessment Report upon approval of the Annual Cost Assessment Report by the Steering Committee. In the event that the Nonfederal Cost-Share increases above a total of \$1,250,000 in any one year, or is projected to be above a total of \$5,000,000 for the entire study, the Parties shall discuss whether to incur such increased costs at the next Annual Cost Assessment Meeting. If the Steering Committee agrees to incur such increased costs, each Party will seek any necessary spending authority or appropriations for any increase in its then-current Annual Contribution Level. In the event that spending authority is not granted, or funds are not appropriated beyond the amounts necessary to fulfill a Party’s then-current Annual Contribution Level, a Party has the right to terminate this Agreement without obligation for the increased Annual Contribution Level. However, the terminating Party shall comply with Subparagraph 11.1 with regard to its then-current Annual Contribution Level.

9. PARTIES' COST SHARE CONTRIBUTIONS:

- 9.1. SRP's initial Annual Contribution Level shall be \$250,000.
- 9.2. City of Phoenix's initial Annual Contribution Level shall be \$150,000.
- 9.3. The initial Annual Contribution Levels are identified in Exhibit D. Unless otherwise stated in Exhibit D, a Party with an initial Annual Contribution Level of \$100,000 or greater will be a voting member of the Steering Committee ("Voting Member") with respect to decisions that the Steering Committee makes related to the Bartlett Dam Modification Feasibility Study. Voting Members commit to supporting the Bartlett Dam Modification Feasibility Study to completion at the Annual Contribution Level identified in Exhibit D but not to exceed a period of four years. If the Bartlett Dam Modification Feasibility Study exceeds four years, the Parties shall convene the Steering Committee to discuss contribution towards the nonfederal portion of funding required for completion. The Annual Contribution Level as defined in this Agreement includes the option for a Party to elect to budget and appropriate the full amount of \$400,000 to participate in this Agreement as a Voting Member at the time of the Effective Date of the Agreement for that Party. Payment will be made pursuant to Section 12 of this Agreement.
- 9.4. Unless otherwise stated in Exhibit D, a Party with an initial Annual Contribution Level of \$30,000 will be a nonvoting member of the Steering Committee ("Nonvoting Member").
- 9.5. The Fort McDowell Yavapai Nation, as a federally recognized tribe with a direct interest in water stored in Bartlett Reservoir, will be a Voting Member of the Steering Committee irrespective of its Annual Contribution Level. Buckeye Water Conservation and Drainage District will be a Voting Member of the Steering Committee irrespective of its Annual Contribution Level due to its interest under the stipulation between Buckeye Irrigation Company and Salt River Valley Water Users' Association entered September 7, 1944.
- 9.6. As described in Subparagraph 8.2, Annual Contribution Levels may be adjusted at the Annual Cost Assessment Meeting based on the Nonfederal Cost-Share Estimate as described in Subparagraph 8.1. Adjustments to Annual Contribution Levels will be made in proportion to the initial Annual Contribution Levels and will increase or decrease in proportion to the Nonfederal Cost-Share Estimate. Except as provided under circumstances noted in Subparagraph 11.3, the standing of each Party as a Voting Member or Nonvoting Member of the Steering Committee

is established by each Party's initial Annual Contribution Level, as described in Subparagraphs 9.3 and 9.4, and will not be impacted by adjustments made under Subparagraph 8.2, Subparagraph 8.4, or this Subparagraph 9.6.

10. STEERING COMMITTEE:

- 10.1. Within thirty (30) calendar days after execution of this Agreement, each Party shall designate in writing or electronic mail with read receipt to SRP a representative to serve on the Steering Committee ("Steering Committee Representative") and an alternate to serve on the Steering Committee ("Steering Committee Alternate"). Written notice of a change of a Steering Committee Representative or Steering Committee Alternate shall be provided within thirty (30) calendar days of such change. The Steering Committee Alternate shall act only in the absence of the Steering Committee Representative. Unless otherwise authorized by the Steering Committee, each Party shall ensure that only its Steering Committee Representative or Steering Committee Alternate participates in meetings of the Steering Committee. Steering Committee Representatives and Steering Committee Alternates are expected to be individuals with senior positions within the organizational structure of each Party, such as director-level positions, and may be the same or different from the Administrative Representatives and Administrative Alternates identified in Paragraph 7.
- 10.2. The Parties shall convene the Steering Committee within thirty (30) calendar days after this Agreement is effective as provided in Subparagraph 6.1 and develop roles, responsibilities, meeting schedules, and other guidelines to govern the Steering Committee within sixty (60) calendar days after this Agreement is effective as provided in Subparagraph 6.1.
- 10.3. The Steering Committee shall be responsible for developing criteria for assessing the need of any potential beneficiary to obtain a right to use a portion of the water to be stored in the new conservation storage capacity created from the modifications at Bartlett Dam. The new conservation storage capacity includes the volume of water above the combined original constructed capacity of both Horseshoe and Bartlett Reservoirs including the capacity added by installation of the Horseshoe Dam spillway gates ("New Conservation Capacity"). The criteria shall be developed and approved by the Steering Committee during development of feasibility cost estimates and designs of dam facilities required for the Bartlett Dam Modification Feasibility Study and may be similar to those identified in Exhibit E.

- 10.4. The Steering Committee shall be responsible for developing the preferred allocation of available New Conservation Capacity among potential project beneficiaries using the criteria for assessing need identified in Subparagraph 10.3 to provide to Reclamation for study purposes.
- 10.5. Nothing contained in this Agreement shall be construed as to (1) create any right to new or existing capacity in Bartlett or Horseshoe Reservoirs or (2) alter any existing rights to water stored in Bartlett or Horseshoe Reservoirs in a modified Bartlett Dam if a project to modify Bartlett Dam is constructed.
- 10.6. SRP shall chair the Steering Committee and all Steering Committee decisions will be made by majority vote of the Voting Members described in Subparagraph 9.3 with the exception of issues identified in Subparagraph 11.2. The votes of all Voting Members will be of equal weight. In the event of an even split during a Steering Committee vote, SRP shall act as the tie-breaking vote.

11. VOLUNTARY DEPARTURE; REMOVAL; AND ADDITION OF PARTIES, COST SHARE PARTNERS, AND STEERING COMMITTEE MEMBERS

- 11.1. A Party that no longer wishes to be a Party to this Agreement and participate in the Steering Committee may leave by giving the other Parties thirty (30) calendar days written notice under Paragraph 15 ("Voluntary Departure"). Parties that voluntarily depart this Agreement and Steering Committee under this Subparagraph 11.1 shall not be refunded any previous financial contributions. Any Voting Member that voluntarily departs this Agreement and Steering Committee shall pay the remaining balance that would be due based on that Voting Member's Annual Contribution Level for the period of time required to support completion of the Bartlett Dam Modification Feasibility Study but not to exceed a period of four years. The remaining balance will be based on the number of months projected to remain on the Bartlett Dam Modification Feasibility Study, multiplied by the Party's initial Annual Contribution Level, not to exceed a total of four years from the start of the non-federal contributions for the feasibility study. Upon the Voluntary Departure of a Party to this Agreement under this Subparagraph 11.1, the SRP shall update Exhibits A, D, and F accordingly.
- 11.2. The Steering Committee may remove a Party from the Agreement and membership on the Steering Committee if the Voting Members of the Steering Committee determine by a vote of at least 2/3 of Voting Members that the Party is not acting in good faith or otherwise unnecessarily interfering with making progress towards completion of the Bartlett Dam Modification Feasibility Study.

Any Party that is removed from the Agreement and the Steering Committee under this Subparagraph 11.2 shall not be refunded any previous financial contributions. Upon removing a Party to this Agreement under this Subparagraph 11.2, the SRP shall update Exhibits A, D, and F accordingly.

- 11.3. The Steering Committee, by majority vote of the Steering Committee, may add a Party to the Agreement as a Voting or Nonvoting member of the Steering Committee upon request from an entity to support the Bartlett Dam Modification Feasibility Study. Prior to adding a Party to the Agreement and Steering Committee, the Steering Committee shall determine the Annual Contribution Level of the entity to be added in a manner consistent with Paragraphs 8 and 9, provided that, the Steering Committee will not unreasonably withhold a participant's ability to join the Steering Committee if that participant is willing to work in good faith and bring appropriate resources in support of the goals of the Bartlett Dam Modification Feasibility Study. Upon adding a Party to this Agreement under this Subparagraph 11.3, the SRP shall update Exhibits A, D, and F accordingly. Should a Party be added to the Steering Committee as a Voting Member, that Party shall pay the Annual Contribution Level identified in Subparagraph 9.3 for the time period between the Steering Committee's inception and the Party's addition. Should an existing Nonvoting Member become a Voting Member, that Party will be responsible for paying the difference between their actual contributions and the Annual Contribution Level identified in 9.3 for the time period between the Steering Committee's inception and the Party becoming a Voting Member. Any new Voting Member or Nonvoting Member becoming a Voting Member will be subject to all conditions as outlined in Subparagraph 11.1

12. PAYMENT:

- 12.1. SRP shall invoice each Party at its initial Annual Contribution Level as identified in Exhibit D within 90 days of execution of this Agreement.
- 12.2. Following approval of the Annual Cost Assessment Report by the Steering Committee, SRP shall invoice the Cost-Share Partners in the amounts identified in the Annual Cost Assessment Report. The Cost-Share Partners shall pay such invoices within thirty (30) calendar days after SRP sends such invoices. SRP shall remit payments made under Paragraph 12 to Reclamation or consultants as contributions towards the nonfederal portion of costs for the Bartlett Dam Modification Feasibility Study under the SRP-Reclamation Cost-Share Agreement. In the event that funds paid to SRP will not be remitted to Reclamation or

consultants, SRP shall refund the Cost-Share Partners for any amount paid to SRP under Paragraph 12 that will not be remitted to Reclamation or consultants.

- 12.3. Any invoices not paid when due shall be delinquent and shall bear interest at the Wall Street Journal Prime Rate, on the date the invoice was due plus 5% (Wall Street Journal Prime Rate plus 5%) per annum from the date when the bill was due until the bill is paid in full (including any accrued interest). In the event the Wall Street Journal no longer publishes the Wall Street Journal Prime Rate, a majority of the Administrative Representatives shall select an appropriate substitute.
- 12.4. In the event any portion of any bill is disputed, to the extent the disputing Party has the legal authority to pay, the disputed amount shall be paid under protest when due and shall be accompanied by a written statement indicating the basis for the protest. If the protest is found to be valid, the Cost-Share Partners shall be refunded any overpayment plus interest, accrued at the rate set forth in Subparagraph 12.3, prorated by days from the date payment was credited to the Cost-Share Partners to the date the refund check is mailed.
- 12.5. In the event that this Agreement is terminated under Subparagraph 6.3, SRP shall refund the Cost-Share Partners for any amount paid to SRP under Paragraph 12 that will not be remitted to Reclamation or consultants for services approved prior to termination of this Agreement.

13. DISPUTE RESOLUTION; RECORDS INSPECTION; CHOICE OF LAW:

- 13.1. Any dispute under this Agreement shall first be submitted to the Steering Committee for resolution. The Steering Committee shall make all reasonable efforts to resolve the dispute. If the matter cannot be resolved by the Parties' authorized representatives, any Party may submit the matter to the SRP General Manager and the Party's chief operating officer. If the matter cannot be resolved by the SRP General Manager and the Party's chief operating officer, any Party may bring suit upon the matter, provided however, that it is expressly agreed that the venue shall only be in Maricopa County Superior Court or its successor court.
- 13.2. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona and any applicable federal law. In the event a dispute arises wherein the Fort McDowell Yavapai Nation is a party, the Parties agree the venue will be in a court of competent jurisdiction other than Tribal court. Nothing contained in this Agreement shall be construed to constitute a waiver of any aspect or

portion of sovereign immunity of the Fort McDowell Yavapai Nation, and/or its affiliates, departments, programs, enterprises, or subdivisions.

- 13.3. In the event of any future dispute or action arising under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred therein, including expert witness fees.
- 13.4. Pending the resolution of a dispute, the Parties shall proceed, to the extent legally permissible, in a manner consistent with this Agreement, and shall make payments required in accordance with the applicable provisions of this Agreement. Amounts paid by a Party under Paragraph 12 during the pendency of such dispute shall be subject to refund and adjustment upon a final resolution of any dispute involving an amount due.

14. UNCONTROLLABLE FORCES:

No Party shall be considered to be in default in the performance of any of its obligations hereunder if failure of performance is due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of the party affected, including but not limited to failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or nonaction by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, which by exercise of due diligence and foresight such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing herein shall be construed so as to require any Party to settle any strike or labor dispute in which it is involved. Any party rendered able to fulfill any obligation hereunder by reason of an uncontrollable force shall exercise due diligence to remove such inability.

15. NOTICE; CHANGE OF NAME OR ADDRESS:

- 15.1. All notices, requests, demands, and other communications under this Agreement shall be in writing or by electronic mail with read receipt and shall be deemed to have been received either when delivered or on the fifth business day following mailing, by registered or certified mail, postage prepaid, return receipt requested, whichever is earlier, addressed as set forth in Exhibit F.
- 15.2. Any Party may change the addressee or address to which communications or copies are to be sent by giving notice of such change under Subparagraph 15.1.

16. SEVERABILITY:

Should any part of this Agreement be declared, in a final decision by a court or tribunal of competent jurisdiction, to be unconstitutional, invalid, or beyond the authority of a Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect and reformed, provided that the remainder of this Agreement, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

17. WAIVER:

The failure of any Party to insist on any one or more instances upon strict performance of any of the obligations of the other pursuant to this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of the performance of any such obligation or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

18. BINDING AGREEMENT:

All of the provisions of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their heirs, successors and assigns; provided, however, that no Party shall assign its rights and obligations under this Agreement to another entity without the written consent of the other Parties. Such consent to assignment shall not, however, be unreasonably withheld, conditioned, or delayed.

19. NO THIRD-PARTY BENEFICIARIES:

This Agreement is solely for the benefit of the Parties and does not create nor shall it be construed to create rights to any third party. No third party may enforce the terms and conditions of this Agreement.

20. NO PARTNERSHIP AND NO JOINT VENTURE:

Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between the Parties hereto. The covenants, obligations, and liabilities contained in this Agreement are intended to be several and not joint or collective, and nothing contained herein shall be construed to create an association, joint venture, agency, trust, or partnership, or to impose a trust or partnership covenant, obligation, fiduciary duty, or liability between the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided herein.

21. AUTHORITY:

The undersigned representative of each Party certifies that he or she is fully authorized by the Party whom he or she represents to enter into the terms and conditions of this Agreement and to legally bind the Party to it.

22. CONFLICT OF INTEREST:

Pursuant to A.R.S. § 38-511, a Party who is a political subdivision of the State may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a Party is, at any time while this Agreement is in effect, an employee of another Party in any capacity, or a consultant to another Party with respect to the subject matter of this Agreement. The cancellation shall be effective when written notice is received unless the notice specifies a later time.

23. ENTIRE AGREEMENT; MODIFICATION; COUNTERPARTS:

The terms, covenants and conditions of this Agreement constitute the entire Agreement between the Parties, and no understandings or obligations not herein expressly set forth shall be binding upon them. This Agreement may not be modified or amended in any manner unless in writing and signed by the Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signatures on the following pages]

IN WITNESS WHEREOF, this Agreement was executed by the Parties and is effective on the date described in Subparagraph 6.1 of this Agreement.

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

By: _____

Name: David C. Roberts

Title: Associate General Manager
Water Resources

APPROVED AS TO FORM

By: _____

Name: Patrick B. Sigl

Title: Supervising Attorney, Environment, Land
& Water Rights

ARIZONA WATER COMPANY

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

**APACHE JUNCTION WATER UTILITY
COMMUNITY FACILITIES DISTRICT**

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

CITY OF AVONDALE

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

CITY OF BUCKEYE

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

**BUCKEYE WATER CONSERVATION AND
DRAINAGE DISTRICT**

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

**CENTRAL ARIZONA WATER CONSERVATION
DISTRICT (FOR CENTRAL ARIZONA
GROUNDWATER REPLENISHMENT DISTRICT)**

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

CITY OF CHANDLER

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

CITY OF EL MIRAGE

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

EPCOR, USA, INC.

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

FORT MCDOWELL YAVAPAI NATION

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

TOWN OF GILBERT

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

CITY OF GOODYEAR

By: _____

Name: _____

Title: _____

ATTEST

By: _____

Name: _____

Title: _____

CITY OF GLENDALE

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

CITY OF MESA

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

CITY OF PEORIA

By: _____

Name: _____

Title: _____

ATTEST

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

CITY OF PHOENIX, ARIZONA,
a municipal corporation

Troy Hayes
Director, Water Services Department

ATTEST:

– Jeffrey J. Barton
City Manager City Clerk

APPROVED AS TO FORM:

Cris Meyer
City Attorney

TOWN OF QUEEN CREEK

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

ROOSEVELT WATER CONSERVATION DISTRICT

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

CITY OF SCOTTSDALE

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

CITY OF SURPRISE

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

CITY OF TEMPE

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

**AGREEMENT TO SHARE COSTS FOR THE FEASIBILITY STUDY OF BARTLETT DAM
MODIFICATION ALTERNATIVES
AMONG COST-SHARE PARTNERS
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

EXHIBIT A

COST-SHARE PARTNERS

Arizona Water Company	City Goodyear
Apache Junction Water Utility Community Facilities District dba Apache Junction Water District	City of Glendale
City of Avondale	City of Mesa
City of Buckeye	City Peoria
Buckeye Water Conservation and Drainage District	City of Phoenix
Central Arizona Groundwater Replenishment District	Town of Queen Creek
City of Chandler	Roosevelt Water Conservation District
City of El Mirage	City of Scottsdale
EPCOR, USA, Inc.	City of Surprise
Fort McDowell Yavapai Nation	City of Tempe
Town of Gilbert	

**AGREEMENT TO SHARE COSTS FOR THE FEASIBILITY STUDY OF BARTLETT DAM
MODIFICATION ALTERNATIVES
AMONG COST-SHARE PARTNERS
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

EXHIBIT B

**MEMORANDUM OF UNDERSTANDING TO SUPPORT THE BARTLETT DAM MODIFICATION
FEASIBILITY STUDY AMONG VARIOUS PARTICIPATING ENTITIES AND SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

MEMORANDUM OF UNDERSTANDING
TO SUPPORT THE BARTLETT DAM MODIFICATION FEASIBILITY STUDY
AMONG VARIOUS PARTICIPATING ENTITIES,
SALT RIVER VALLEY WATER USERS' ASSOCIATION,
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

August 31, 2021

1. PARTIES:

This nonbinding memorandum of understanding (“MOU”) to support the Bartlett Dam Modification Feasibility Study is entered into by those entities listed in the Contact List of Exhibit A (“Participating Entities”), the Salt River Valley Water Users' Association (“Association”), and the Salt River Project Agricultural Improvement and Power District (“District”). The Association and District are referred to collectively as “SRP.” SRP and the Participating Entities are referred to collectively as “Parties.”

2. BACKGROUND AND PURPOSE:

- a. The United States Department of the Interior’s Bureau of Reclamation (“Reclamation”), in partnership with SRP, conducted an appraisal level investigation called the Verde Reservoirs Sediment Mitigation Study to evaluate options to restore capacity lost in SRP’s Verde River reservoirs due to sediment accumulation, which impacts critical water supplies for central Arizona.
- b. Reclamation issued a draft report entitled “Verde Reservoirs Sediment Mitigation Study Appraisal Report” in May 2021 (“Draft Appraisal Report”) recommending that Reclamation:
 - i. Seek/confirm authority to initiate a feasibility study to determine the technical, environmental, economic, and financial feasibility of implementing one of two Bartlett Dam modification alternatives to enable central Arizona to adapt water management to changing climate conditions (“Bartlett Dam Modification Feasibility Study”);

- ii. Address topics identified in the Verde Reservoirs Sediment Mitigation Study during the feasibility study process; and
 - iii. Develop cost-share agreements necessary to support the successful completion of the Bartlett Dam Modification Feasibility Study.
- c. Reclamation is expected to release a final appraisal report by the end of calendar year 2021. The Parties support Reclamation's recommendations as identified in Subparagraph 2(b) and the initiation of the Bartlett Dam Modification Feasibility Study to further evaluate alternatives for modification of Bartlett Dam to improve management of water supplies of the Verde River, reduce the reliance on groundwater, and help position central Arizona to manage extended droughts and shortages created by climate change impacts on the Colorado, Salt, and Verde River watersheds.
- d. The purpose of this MOU is to describe the cooperative efforts and roles and responsibilities of the Parties related to supporting Reclamation in completing the Bartlett Dam Modification Feasibility Study as recommended in the Draft Appraisal Report. As described below, included in those cooperative efforts is the formation and participation in a steering committee as described in Paragraph 5(d) ("Steering Committee"), and development of the following agreements: (1) a cost-share agreement among the Participating Entities and SRP as described in Paragraph 5(a) ("Nonfederal Participating Entities Cost-Share Agreement"), and (2) the development of a cost-share agreement among SRP and Reclamation as described in Paragraph 4(b)(i) ("SRP-Reclamation Cost-Share Agreement").

3. TERM AND TERMINATION:

- a. This MOU will become effective upon execution by the Parties and, unless terminated under Subparagraph 3(b), will remain in effect until Reclamation issues a final report for the Bartlett Dam Modification Feasibility Study.
- b. This MOU will terminate in the event that Reclamation issues a final Verde Reservoirs Sediment Mitigation Study Appraisal Report that does not include a recommendation to study the feasibility of Bartlett Dam modification alternatives.
- c. This MOU and the provisions of this MOU may only be modified upon mutual written consent of the Parties.

4. RESPONSIBILITIES:

a. Mutual Responsibilities:

- i. The Parties will work cooperatively to develop the Nonfederal Participating Entities Cost-Share Agreement.
- ii. The Parties will work cooperatively to form and participate in the Steering Committee that is identified in Subparagraph 5(d) and will be further described by the Nonfederal Participating Entities Cost-Share Agreement.
- iii. The Parties will support and assist Reclamation to conduct the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study as identified in the recommendations noted in Subparagraph 2(b). This support and assistance is expected to include funding of the Bartlett Dam Modification Feasibility Study by some or all of the Participating Entities, as will be specified by the Nonfederal Participating Entities Cost-Share Agreement. The Parties will provide data and information relevant to analyses that may include but are not limited to assessments of hydrology and climate change, demand for use of water supplies, environmental and cultural resources, economics, engineering, dam safety and flood control, and recreation.

b. SRP Responsibilities:

- i. SRP will work with Reclamation to develop the SRP-Reclamation Cost-Share Agreement as a mechanism for SRP to pay the nonfederal cost-share required for completing the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study, including the funds collected under the Nonfederal Participating Entities Cost-Share Agreement, for completing the Bartlett Dam Modification Feasibility Study.
- ii. SRP will consult with the Participating Entities on substantive decisions related to Reclamation developing a plan of study for the Bartlett Dam Modification Feasibility Study while it finalizes the Draft Appraisal Report.

SRP will be the single point of contact with Reclamation on behalf of the Parties and will lead communications with Reclamation related to the Bartlett Dam Modification Feasibility Study until the Nonfederal Participating Entities Cost-Share Agreement is executed.

iii. SRP will serve as chair of the Steering Committee.

c. Participating Entities Responsibilities:

- i. Participating Entities will provide relevant data, information, opinions, and analyses related to the Bartlett Dam Modification Feasibility Study as reasonably requested by SRP or Reclamation in the event that Reclamation has/obtains authority to conduct the Bartlett Dam Modification Feasibility Study.
- ii. Participating Entities will serve on the Steering Committee as appropriate to engage in collaboration and coordination with SRP to support Reclamation's completion of the Bartlett Dam Modification Feasibility Study as will be further defined in the Nonfederal Participating Entities Cost-Share Agreement.
- iii. Participating Entities will coordinate and collaborate with SRP in efforts to communicate information related to the Bartlett Dam Modification Feasibility Study with elected officials and other relevant stakeholders on the project.

5. DEVELOPMENT OF THE NONFEDERAL PARTICIPATING ENTITIES COST-SHARE AGREEMENT:

- a. The Parties will collaborate to develop the Nonfederal Participating Entities Cost-Share Agreement with a goal of execution in Fall 2021. The Nonfederal Participating Entities Cost-Share Agreement will describe how nonfederal costs will be allocated among SRP and any Participating Entities agreeing to share those costs to provide nonfederal funding to Reclamation and any appropriate contractors to conduct the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study.

- b. As part of the process to develop the Nonfederal Participating Entities Cost-Share Agreement, SRP and any Participating Entities agreeing to share the nonfederal costs will collaborate to determine the relative shares of the non-federal cost contribution in support of the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study as recommended in the Draft Appraisal Report. The Parties understand that any cost-share contribution under the Nonfederal Participating Entities Cost-Share Agreement does not guarantee capacity in a future Modified Bartlett Dam in the event such a facility is constructed.
- c. The Nonfederal Participating Entities Cost-Share Agreement will be among SRP and any Participating Entities agreeing to share the nonfederal costs and will require those Participating Entities to submit funds to SRP for SRP to remit such funds to any necessary contractors or to Reclamation through the separate Reclamation-SRP Cost-Share Agreement.
- d. As part of the Nonfederal Participating Entities Cost-Share Agreement, the Parties will establish the Steering Committee chaired by SRP to provide timely and effective feedback and guidance to support Reclamation and any necessary contractors in achieving the milestones necessary to complete the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study and to facilitate coordination in communications with elected officials and other relevant stakeholders.

6. AUTHORIZED REPRESENTATIVES:

Within thirty (30) days after execution of this MOU, SRP and each Participating Entity shall designate in writing to the other Parties an Authorized Representative and an Alternate to administer this MOU on behalf of the designating party. Written notice of a change of an Authorized Representative or Alternate shall be provided within thirty (30) days of such change. The Alternate shall act only in the absence of the Authorized Representative. Neither the Authorized Representatives nor the Alternates shall have authority to amend, modify, or supplement this MOU. Agreements of the Authorized Representatives pursuant to this MOU shall be in writing and signed by them.

7. ADDITION AND WITHDRAWAL OF PARTICIPATING ENTITIES:

- a. Any Participating Entity may voluntarily withdraw from this MOU by providing thirty (30) days written notice to the other Parties as provided in Paragraph 8.
- b. Additional Participating Entities may be added to this MOU by the Steering Committee. Such additional Participating Entities may or may not (1) be parties to the Nonfederal Participating Entities Cost-Share Agreement, or (2) participate in the Steering Committee.

8. ADDRESSES FOR COMMUNICATIONS:

- a. All notices and communications under this MOU shall be addressed to the contacts set forth in Exhibit A. In the event Participating Entities are added to this MOU by the Steering Committee as described in Subparagraph 7(b), the Authorized Representatives shall update Exhibit A accordingly and distribute the updated Exhibit A to all of the Parties.
- b. The Parties may change the addressee or address to which communications or copies are to be sent by giving notice of such change of addressee.

[signatures on the following pages]

9. SIGNATURES:

IN WITNESS WHEREOF, this MOU was executed by the Parties on the date first hereinabove written.

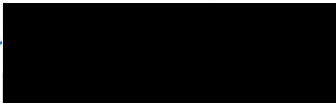
**SALT RIVER VALLEY WATER USERS'
ASSOCIATION**

By: _____

Name: David C. Roberts

Title: Associate General Manager
Water Resources

APPROVED AS TO FORM

By: _____

Name: Patrick B. Sigl

Title: Supervising Attorney, Environment, Land
& Water Rights

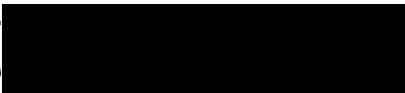
**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

By: _____

Name: David C. Roberts

Title: Associate General Manager
Water Resources

APPROVED AS TO FORM

By: _____

Name: Patrick B. Sigl

Title: Supervising Attorney, Environment, Land
& Water Rights

ARIZONA WATER COMPANY

By: _____

Name: Fredrick K. Schneider

DA900792

Title: President

APPROVED AS TO FORM

By: _____

Name: E. Robert Spear

Title: Vice President and General Counsel

CITY OF APACHE JUNCTION

By: _____

Name: Michael Loggins

Title: Water District Director

APPROVED AS TO FORM

By: _____

Name: R. Joel Stern

Title: District Counsel

[PARTICIPATING ENTITY]

By: 
Name: for Charles A. Montoya
Title: City Manager

APPROVED AS TO FORM

By: 
Name: Nicholle Harris
Title: City Attorney

ATTEST: 
[Linda Mendenhall \(Aug 5, 2021 10:44 PDT\)](#)



**CITY OF BUCKEYE, an Arizona municipal
Corporation,**

By: _____

Name: Eric W. Orsborn

Title: Mayor

ATTEST

Name: Lucinda J. Aja

Title: City Clerk

APPROVED AS TO FORM:

Name: Shiela B. Schmidt

Title: City Attorney

**BUCKEYE WATER CONSERVATION AND
DRAINAGE DISTRICT**

By: _____

Name: Noel Carter

Title: General Manager

APPROVED AS TO FORM

By: _____

Name: Michael Pearce

Title: District Attorney, Water Rights

**CENTRAL ARIZONA WATER CONSERVATION
DISTRICT**

By: 

Name: Theodore C. Cooke, D.B.A.

Title: General Manager

APPROVED AS TO FORM 

Name: Jay M. Johnson

Title: General Counsel

CITY OF CHANDLER

By: _____

John Knudson

Director, Public Works & Utilities

APPROVED AS TO FORM

By: _____

Jenny J. Winkler

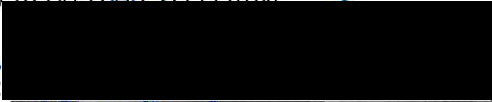
Assistant City Attorney

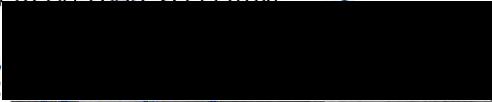
CITY OF EL MIRAGE

By: 

Name: Alexis Hermosillo

Title: Mayor

APPROVED AS TO FORM 

By: 

Name: Justin Pierce

Title: City Attorney

EPCOR USA, INC.

By: _____

Name: Joe Gysel

Title: President

APPROVED AS TO FORM

By: _____

Name: Dan Holwerda

Title: Associate General Counsel

CITY OF GLENDALE

By: _____

^{FOR} Name: Kevin R. Phelps

Title: City Manager

APPROVED AS TO FORM

By: _____

Name: Michael D. Bailey

Title: City Attorney

ATTEST

By: _____

Name: Julie K. Bower

Title: City Clerk

(SEAL)

CITY OF GOODYEAR

By: _____

Name: Julie Karins

Title: City Manager

APPROVED AS TO FORM

By: _____

Name: Roric Massey

Title: City Attorney

CITY OF MESA

By: _____

Name: Jake West

Title: Water Resources Department Director

CITY OF PEORIA

By: _____

Name: *Katie Gregory*

Title: *Deputy City Manager*

APPROVED AS TO FORM

By: _____

Name: *Vanessa Nickman*

Title: *City Attorney*

ATTN: _____

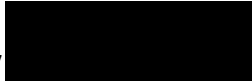
By: _____

Name: *Rhonda Germinsky*

Title: *City Clerk*



City of Phoenix

By  _____
Name: Cynthia Campbell _____
Title: Water Resources Management Advisor

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

TOWN OF QUEEN CREEK

By 

Name: John Kross

Title: Town Manager

APPROVED AS TO FORM

By: 

Name: Scott Holcomb

Title: Town Attorney

Roosevelt Water Conservation District

By: 

Name: Shane M. Leonard

Title: General Manager

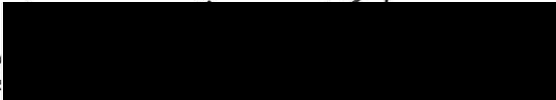
APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

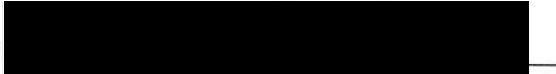
CITY OF SCOTTSDALE

By: 

Name: DAVID D. ORTEGA

Title: MAYOR OF SCOTTSDALE

APPROVED AS TO FORM

By: 

Name: Janis L. Bladine

Title: Jr. Asst. City Attorney

ATTEST



CITY CLERK

CITY OF SURPRISE

By: _____

Name: *Steve Hall*

Title: *Mayor*

APPROVED AS TO FORM

By: _____

Name: *Robert Wingo*

Title: *City Attorney*

CITY OF TEMPE

By: _____

Name: Corey D. Woods

Title: Mayor

APPROVED AS TO FORM

By: _____

Name: Judith R. Baumann

Title: City Attorney

MEMORANDUM OF UNDERSTANDING

TO SUPPORT THE BARTLETT DAM MODIFICATION FEASIBILITY STUDY

AMONG VARIOUS PARTICIPATING ENTITIES,

SALT RIVER VALLEY WATER USERS' ASSOCIATION,

AND

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

Exhibit A

Parties Contact List

Table 1 – Parties

Arizona Water Company	City of Glendale
City of Apache Junction	City of Mesa
City of Avondale	City of Peoria
City of Buckeye	City of Phoenix
Buckeye Water Conservation and Drainage District	Town of Queen Creek
Central Arizona Groundwater Replenishment District	Roosevelt Water Conservation District
City of Chandler	Salt River Valley Water Users' Association
City of El Mirage	Salt River Project Agricultural Improvement and Power District
EPCOR, USA, Inc.	City of Surprise
Town of Gilbert	City of Tempe
City of Goodyear	

Table 2 – Contacts

Party	Contact
Arizona Water Company	Arizona Water Company c/o President 3805 N. Black Canyon Highway Phoenix, AZ 85015 <u>Copy to:</u> Terri Sue Rossi, Water Resources Manager Arizona Water Company 3805 N. Black Canyon Highway Phoenix, AZ 85015
City of Apache Junction	City of Apache Junction c/o Michael Loggins 300 E. Superstition Blvd. Apache Junction, AZ 85119 <u>Copy to:</u> Bryant Powell 300 E. Superstition Blvd. Apache Junction, AZ 85119
City of Avondale	
City of Buckeye	Alisha Solano, Water Resources Director 21749 W. Yuma Road, Suite 107 Buckeye, AZ 85326 <u>Copy to:</u> Sheila B. Schmidt, City Attorney Gust Rosenfeld 1 East Washington, Suite 1600 Phoenix, AZ 85004 sschmidt@gustlaw.com

Table 2 – Contacts

Party	Contact
Buckeye Water Conservation and Drainage District	
Central Arizona Groundwater Replenishment District	Theodore C. Cooke, General Manager Central Arizona Water Conservation District P.O. Box 43020 Phoenix, AZ 85080-3020 <u>Copy to:</u> Chris Brooks, Senior Analyst Laura Grignano, Manager Central Arizona Groundwater Replenishment District P.O. Box 43020 Phoenix, AZ 85080-3020
City of Chandler	John Knudson, Director, Public Works & Utilities City of Chandler P.O. Box 4008, MS 403 Chandler, AZ 85244-4008 <u>Copy to:</u> Kelly Schwab, City Attorney City of Chandler P.O. Box 4008, MS 602 Chandler, AZ 85244-4008
City of El Mirage	

Table 2 – Contacts

Party	Contact
EPCOR USA, Inc.	EPCOR USA, Inc c/o Joe Gysel President 2355 W. Pinnacle Peak Road, Suite 300 Phoenix, AZ 85027 <u>Copy to:</u> EPCOR USA, Inc c/o General Counsel 2355 W. Pinnacle Peak Road, Suite 300 Phoenix, AZ 85027
Town of Gilbert	
City of Goodyear	
City of Glendale	City of Glendale c/o City Clerk-Julie K. Bower 5850 W. Glendale Ave. Glendale, AZ 85301 <u>Copy to:</u> City of Glendale Drew Swieczkowski 7070 W. Northern Ave. Glendale, AZ 85303

Table 2 – Contacts

Party	Contact
City of Mesa	City of Mesa c/o City Manager's Office P.O. Box 1466 Mesa, Arizona 85211-1466 <u>Copy to:</u> Brian Draper Water Resources Advisor City of Mesa P.O. Box 1466 Mesa, Arizona 85211-1466
City of Peoria	
City of Phoenix	
Town of Queen Creek	John Kross Paul Gardner 22358 S. Ellsworth Road Queen Creek, AZ 85142
Roosevelt Water Conservation District	

Table 2 – Contacts

Party	Contact
Salt River Valley Water Users' Association And Salt River Project Agricultural Improvement and Power District	Salt River Project c/o Corporate Secretary P.O. Box 52025 Phoenix, AZ 85072-2205 <u>Copy to:</u> Ronald J. Klawitter Water System Projects Principal Salt River Project P.O. Box 52025 Phoenix, AZ 85072-2205
City of Scottsdale	City of Scottsdale – Scottsdale Water c/o Executive Director 9312 N. 94 th Street Scottsdale, AZ 85258 <u>Copy to:</u> City of Scottsdale – City Attorney 3939 N. Drinkwater Blvd. Scottsdale, AZ 85251
City of Surprise	
City of Tempe	

**AGREEMENT TO SHARE COSTS FOR THE FEASIBILITY STUDY OF BARTLETT DAM
MODIFICATION ALTERNATIVES
AMONG COST-SHARE PARTNERS
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

EXHIBIT C

**MEMORANDUM OF UNDERSTANDING TO SUPPORT THE BARTLETT DAM MODIFICATION
FEASIBILITY STUDY AMONG THE FORT MCDOWELL YAVAPAI NATION AND SALT RIVER
PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

MEMORANDUM OF UNDERSTANDING
TO SUPPORT THE BARTLETT DAM MODIFICATION FEASIBILITY STUDY
BETWEEN FORT MCDOWELL YAVAPAI NATION,
SALT RIVER VALLEY WATER USERS' ASSOCIATION,
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

October 12, 2021

1. PARTIES:

This nonbinding memorandum of understanding (“MOU”) to support the Bartlett Dam Modification Feasibility Study is entered into by the Fort McDowell Yavapai Nation (“Nation”), the Salt River Valley Water Users' Association (“Association”), and the Salt River Project Agricultural Improvement and Power District (“District”). The Association and District are referred to collectively as “SRP.” SRP and the Nation are referred to collectively as “Parties.”

2. BACKGROUND AND PURPOSE:

- a. The United States Department of the Interior’s Bureau of Reclamation (“Reclamation”), in partnership with SRP, conducted an appraisal level investigation called the Verde Reservoirs Sediment Mitigation Study to evaluate options to restore capacity lost in SRP’s Verde River reservoirs due to sediment accumulation, which impacts critical water supplies for central Arizona.
- b. Reclamation issued a draft report entitled “Verde Reservoirs Sediment Mitigation Study Appraisal Report” in May 2021 (“Draft Appraisal Report”), the Executive Summary is attached to this MOU as Exhibit A, recommending that Reclamation:
 - i. Seek/confirm authority to initiate a feasibility study to determine the technical, environmental, economic, and financial feasibility of implementing one of two Bartlett Dam modification alternatives to enable central Arizona to adapt water management to changing climate conditions (“Bartlett Dam Modification Feasibility Study”);

- ii. Address topics identified in the Verde Reservoirs Sediment Mitigation Study during the feasibility study process; and
 - iii. Develop cost-share agreements necessary to support the successful completion of the Bartlett Dam Modification Feasibility Study.
- c. Reclamation is expected to release a final appraisal report by the end of calendar year 2021. The Parties support Reclamation's recommendations as identified in Subparagraph 2(b) and the initiation of the Bartlett Dam Modification Feasibility Study to further evaluate alternatives for modification of Bartlett Dam to improve management of water supplies of the Verde River, reduce the reliance on groundwater, and help position central Arizona to manage extended droughts and shortages created by climate change impacts on the Colorado, Salt, and Verde River watersheds.
- d. The purpose of this MOU is to describe the cooperative efforts and roles and responsibilities of the Parties related to supporting Reclamation in completing the Bartlett Dam Modification Feasibility Study as recommended in the Draft Appraisal Report. As described below, included in those cooperative efforts is the formation and participation in a steering committee as described in Paragraph 5(d) ("Steering Committee"), and development of the following agreements: (1) a cost-share agreement as described in Paragraph 5(a) ("Nonfederal Participating Entities Cost-Share Agreement"), and (2) a cost-share agreement among SRP and Reclamation as described in Paragraph 4(b)(i) ("SRP-Reclamation Cost-Share Agreement").
- e. SRP has executed, or will be executing, a similar nonbinding MOU to Support the Bartlett Dam Modification Feasibility Study with some or all of the following entities: Arizona Water Company, Buckeye Water Conservation and Drainage District, Central Arizona Groundwater Replenishment District, City of Apache Junction, City of Avondale, City of Buckeye, City of Chandler, Town of Gilbert, City of El Mirage, City of Glendale, City of Goodyear, City of Mesa, City of Peoria, City of Phoenix, City of Scottsdale, City of Surprise, City of Tempe, EPCOR, Roosevelt Water Conservation District and Town of Queen Creek. The listed entities will be referred to as ("Participating Entities").

3. TERM AND TERMINATION:

- a. This MOU will become effective upon execution by the Parties and, unless terminated under Subparagraph 3(b), will remain in effect until Reclamation issues a final report for the Bartlett Dam Modification Feasibility Study.
- b. This MOU will terminate in the event that Reclamation issues a final Verde Reservoirs Sediment Mitigation Study Appraisal Report that does not include a recommendation to study the feasibility of Bartlett Dam modification alternatives.
- c. This MOU and the provisions of this MOU may only be modified upon mutual written consent of the Parties.

4. RESPONSIBILITIES:

- a. Mutual Responsibilities:
 - i. The Nation will work cooperatively together with the Participating Entities and SRP to develop the Nonfederal Participating Entities Cost-Share Agreement although the Parties agree that the Nation will not be required to contribute any funding towards the Bartlett Dam Modification Feasibility Study.
 - ii. The Nation will work cooperatively with the Participating Entities and SRP to form and participate in the Steering Committee that is identified in Subparagraph 5(d) and will be further described by the Nonfederal Participating Entities Cost-Share Agreement.
 - iii. The Parties will support and assist Reclamation to conduct the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study as identified in the recommendations noted in Subparagraph 2(b). This support and assistance is expected to include funding of the Bartlett Dam Modification Feasibility Study by some or all of the Participating Entities, as will be specified by the Nonfederal Participating Entities Cost-Share Agreement. The Parties may provide data and information relevant to analyses that may include but are not limited to assessments of hydrology and climate change, demand for use of water supplies, environmental and cultural

resources, economics, engineering, dam safety and flood control, and recreation.

b. SRP Responsibilities:

- i. SRP will work with Reclamation to develop the SRP-Reclamation Cost-Share Agreement as a mechanism for SRP to pay the nonfederal cost-share required for completing the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study, including the funds collected under the Nonfederal Participating Entities Cost-Share Agreement, for completing the Bartlett Dam Modification Feasibility Study.
- ii. SRP will communicate with the Nation on a regular basis on all substantive decisions related to Reclamation developing a plan of study for the Bartlett Dam Modification Feasibility Study while it finalizes the Draft Appraisal Report.
- iii. SRP will serve as chair of the Steering Committee.

c. The Nation's Responsibilities:

- i. The Nation may provide relevant data, information, opinions, and analyses related to the Bartlett Dam Modification Feasibility Study as reasonably requested by SRP or Reclamation in the event that Reclamation has/obtains authority to conduct the Bartlett Dam Modification Feasibility Study.
- ii. The Nation will serve on the Steering Committee as appropriate to engage in collaboration and coordination with SRP to support Reclamation's completion of the Bartlett Dam Modification Feasibility Study as will be further defined in the Nonfederal Participating Entities Cost-Share Agreement.
- iii. The Nation may coordinate and collaborate with SRP in efforts to communicate information related to the Bartlett Dam Modification Feasibility Study with elected officials and other relevant stakeholders on the project.

- iv. Nothing in this MOU prevents the Nation from consulting with Reclamation on a formal or informal basis on any matter, including regarding the Bartlett Dam Modification Feasibility Study.

5. DEVELOPMENT OF THE NONFEDERAL PARTICIPATING ENTITIES COST-SHARE AGREEMENT:

- a. The Nation will collaborate with the other Participating Entities and SRP to develop the Nonfederal Participating Entities Cost-Share Agreement with a goal of execution in Fall 2021. The Nonfederal Participating Entities Cost-Share Agreement will describe how nonfederal costs will be allocated among SRP and any entities agreeing to share those costs to provide nonfederal funding to Reclamation and any appropriate contractors to conduct the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study.
- b. As part of the process to develop the Nonfederal Participating Entities Cost-Share Agreement, SRP and any entities agreeing to share the nonfederal costs will collaborate to determine the relative shares of the non-federal cost contribution in support of the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study as recommended in the Draft Appraisal Report. The Parties understand that any cost-share contribution under the Nonfederal Participating Entities Cost-Share Agreement does not guarantee capacity in a future Modified Bartlett Dam in the event such a facility is constructed.
- c. The Nation recognizes that the Nonfederal Participating Entities Cost-Share Agreement will be among SRP and any entity agreeing to share the nonfederal costs and will require those entities to submit funds to SRP for SRP to remit such funds to any necessary contractors or to Reclamation through the separate Reclamation-SRP Cost-Share Agreement.
- d. As part of the Nonfederal Participating Entities Cost-Share Agreement, the Participating Entities and the Parties will establish the Steering Committee chaired by SRP to provide timely and effective feedback and guidance to support Reclamation and any necessary contractors in achieving the milestones necessary to complete the Bartlett Dam Modification Feasibility Study in the event that

Reclamation has/obtains authority to conduct this study and to facilitate coordination in communications with elected officials and other relevant stakeholders.

- e. The Nation reserves the right to consult with Reclamation regarding cost-sharing for the Bartlett Dam Modification Feasibility Study.

6. AUTHORIZED REPRESENTATIVES

Within thirty (30) days after execution of this MOU, SRP and the Nation shall designate in writing an Authorized Representative and an Alternate to administer this MOU on behalf of the designating party. Written notice of a change of an Authorized Representative or Alternate shall be provided within thirty (30) days of such change. The Alternate shall act only in the absence of the Authorized Representative. Neither the Authorized Representatives nor the Alternates shall have authority to amend, modify, or supplement this MOU. Agreements of the Authorized Representatives pursuant to this MOU shall be in writing and signed by them.

7. ADDITION AND WITHDRAWAL OF PARTICIPATING ENTITIES:

- a. SRP or the Nation may voluntarily withdraw from this MOU by providing thirty (30) days written notice to the other Party as provided in Paragraph 8.

8. ADDRESSES FOR COMMUNICATIONS:

- a. All notices and communications under this MOU shall be addressed to the following addresses:

If to SRP:

Salt River Project
c/o Corporate Secretary
P.O. Box 52025
Phoenix, AZ 85072-2205

with a copy to:

Ronald J. Klawitter
Water System Projects Principal

Salt River Project
P.O. Box 52025
Phoenix, AZ 85072-2205

If to Fort McDowell Yavapai Nation:

Fort McDowell Yavapai nation
c/o Office of the President
PO Box 17779
Fountain Hills, AZ 85269

with a copy to:

Fort McDowell Yavapai Nation
Office of General Counsel
PO Box 17779
Fountain Hills, AZ 85269

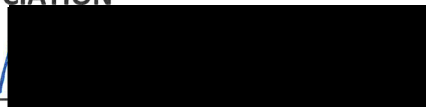
- b. The Parties may change the addressee or address to which communications or copies are to be sent by giving notice of such change of addressee.

[signatures on the following pages]

9. SIGNATURES:

IN WITNESS WHEREOF, this MOU was executed by the Parties on the date first hereinabove written.

**SALT RIVER VALLEY WATER USERS'
ASSOCIATION**

By: _____

Name: David C. Roberts

Title: Associate General Manager
Water Resources

APPROVED AS TO FORM

By: _____

Name: Patrick B. Sigl

Title: Supervising Attorney, Environment, Land
& Water Rights

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

By: _____

Name: David C. Roberts

Title: Associate General Manager
Water Resources

APPROVED AS TO FORM

By: _____

Name: Patrick B. Sigl

Title: Supervising Attorney, Environment, Land
& Water Rights

FORT MCDOWELL YAVAPAI NATION

By: 

Name: Bernadine Burnette

Title: President

APPROVED AS TO FORM

By: 

Name: Diandra D. Benally

Title: General Counsel

**AGREEMENT TO SHARE COSTS FOR THE FEASIBILITY STUDY OF BARTLETT DAM
MODIFICATION ALTERNATIVES
AMONG COST-SHARE PARTNERS
AND SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

**EXHIBIT D
ANNUAL CONTRIBUTION LEVELS***

Party	Annual Contribution to Nonfederal Cost- Share 2022	Annual Contribution to Nonfederal Cost-Share 2023	Annual Contribution to Nonfederal Cost-Share 2024	Annual Contribution to Nonfederal Cost-Share 2025
Arizona Water Company				
Water Utility Community Facilities District (Apache Junction Water District)				
City of Avondale				
City of Buckeye				
Buckeye Water Conservation and Drainage District**				
Central Arizona Groundwater Replenishment District				
City of Chandler				
City of El Mirage				
EPCOR USA, Inc.				
Fort McDowell Yavapai Nation**				
Town of Gilbert				
City of Glendale				
City of Goodyear				
City of Mesa				
City of Peoria				
City of Phoenix				
Town of Queen Creek				
Roosevelt Water Conservation District				
City of Scottsdale				
SRP				
City of Surprise				
City of Tempe				

* The Annual Contribution Level as defined in this Agreement includes the option for a Party to elect to budget and appropriate the full amount of \$400,000 to participate in this Agreement as a Voting Member at the time of the Effective Date of the Agreement for that Party. Payment will be made pursuant to Section 12 of this Agreement.

** These Parties are Voting Members of the Steering Committee irrespective of their Annual Contribution Levels.

**AGREEMENT TO SHARE COSTS FOR THE FEASIBILITY STUDY OF BARTLETT DAM
MODIFICATION ALTERNATIVES
AMONG COST-SHARE PARTNERS
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

**EXHIBIT E
POTENTIAL CRITERIA FOR ASSESSING NEED FOR WATER**

The parties ("Parties") to the Agreement to Share Costs Associated with the Feasibility Study of Bartlett Dam Modification Alternatives Among Cost-Share Partners and Salt River Project Agricultural Improvement and Power District ("Agreement") will work together to develop criteria for evaluating the need of interested parties in gaining access to new conservation storage capacity and associated water supplies made possible by construction of a modified Bartlett Dam. The steering committee established by the Agreement ("Steering Committee") will develop the evaluation criteria that will be used to determine a beneficiary's extent and urgency of need. The following provides examples of the type of information and criteria that the Steering Committee may consider when developing the criteria.

The Steering Committee may consider criteria similar to the following to evaluate if a beneficiary should be recommended for gaining access to water supplies provided by any new conservation storage space added on the Verde River as a result of potential modifications to Bartlett Dam:

- Whether a reduction in non-renewable groundwater use would result from access to the supplies
- Whether access to the supplies would result in increase in the physical availability of water in areas without current access to renewable water supplies
- Whether a beneficiary interested in gaining access to supplies is able to demonstrate or outline a plan (with reasonable investment, agreement, or exchange) to directly use, store and recover, or replenish groundwater with the supplies in a manner consistent with water management goals of the AMA in which the beneficiary operates and existing law
- Whether access to water supplies made possible aids in meeting demands of existing water providers on an identified time horizon to-be determined by the Steering Committee
- Whether access to water supplies aids in mitigating effects of shortages from other supplies in causing service disruptions to existing customers
- Whether access to water supplies would help resolve an immediate, short term or long-term need.

Information that may be Considered to Evaluate Participant's Need:

- Applicable ADWR approved Designations of Assured Water Supply, ADWR approved groundwater modeling in support of a Physical Availability Determination, and ADWR approved Certificates of Assured Water Supply
- Annual Water Withdrawal and Use Reports
- Community Water System Annual Reports
- System Water Plans/Water, Wastewater, Water Resource Master Plans modeled and completed by each MOU Partner within identified time horizon during the feasibility study process to-be determined by Steering Committee
- Other data and information as identified by the Steering Committee

**AGREEMENT TO SHARE COSTS FOR THE FEASIBILITY STUDY OF BARTLETT DAM
MODIFICATION ALTERNATIVES
AMONG COST-SHARE PARTNERS
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

EXHIBIT F

CONTACT LIST

Party	Contact
Arizona Water Company	Arizona Water Company c/o President 3805 N. Black Canyon Highway Phoenix, AZ 85015 <u>Copy to:</u> Terri Sue Rossi, Water Resources Manager Arizona Water Company 3805 N. Black Canyon Highway Phoenix, AZ 85015
Water Utility Community Facilities District (Apache Junction Water District)	Water Utility Community Facilities District (dba Apache Junction Water District c/o Michael Loggins 300 E. Superstition Blvd. Apache Junction, AZ 85119 <u>Copy to:</u> Bryant Powell 300 E. Superstition Blvd. Apache Junction, AZ 85119
City of Avondale	

Party	Contact
City of Buckeye	Alisha Solano, Water Resources Director 21749 W. Yuma Road, Suite 107 Buckeye, AZ 85326 <u>Copy to:</u> Sheila B. Schmidt, City Attorney Gust Rosenfeld 1 East Washington, Suite 1600 Phoenix, AZ 85004 sschmidt@gustlaw.com
Buckeye Water Conservation and Drainage District	
Central Arizona Groundwater Replenishment District	Theodore C. Cooke, General Manager Central Arizona Water Conservation District P.O. Box 43020 Phoenix, AZ 85080-3020 <u>Copy to:</u> Chris Brooks, Senior Analyst Laura Grignano, Manager Central Arizona Groundwater Replenishment District P.O. Box 43020 Phoenix, AZ 85080-3020

Party	Contact
City of Chandler	John Knudson, Director, Public Works & Utilities City of Chandler P.O. Box 4008, MS 403 Chandler, AZ 85244-4008 <u>Copy to:</u> Kelly Schwab, City Attorney City of Chandler P.O. Box 4008, MS 602 Chandler, AZ 85244-4008
City of El Mirage	
EPCOR USA, Inc.	EPCOR USA, Inc c/o Joe Gysel President 2355 W. Pinnacle Peak Road, Suite 300 Phoenix, AZ 85027 <u>Copy to:</u> EPCOR USA, Inc c/o General Counsel 2355 W. Pinnacle Peak Road, Suite 300 Phoenix, AZ 85027
Ff. McDowell Yavapai Nation	
Town of Gilbert	Town of Gilbert c/o Town Manager 50 E. Civic Center Drive Gilbert, AZ 85296

Party	Contact
	<u>Copy to:</u> Town of Gilbert Lauren Hixson 50 E. Civic Center Drive Gilbert, AZ 85296
City of Goodyear	
City of Glendale	City of Glendale c/o City Clerk-Julie K. Bower 5850 W. Glendale Ave. Glendale, AZ 85301 <u>Copy to:</u> City of Glendale Drew Swieczkowski 7070 W. Northern Ave. Glendale, AZ 85303
City of Mesa	City of Mesa c/o City Manager's Office P.O. Box 1466 Mesa, Arizona 85211-1466 <u>Copy to:</u> Brian Draper Water Resources Advisor City of Mesa P.O. Box 1466 Mesa, Arizona 85211-1466
City of Peoria	City of Peoria c/o City Attorney's Office P.O. Box 4038 Peoria, AZ 85380-4038

Party	Contact
	<u>Copy to:</u> City of Peoria c/o Water Services Director 8401 W Monroe St Peoria, AZ 85345-6560
City of Phoenix	City of Phoenix Water Services Department 200 West Washington, 9th Floor Phoenix, AZ 85003 Attn: Water Services Director <u>Copy to:</u> City of Phoenix Law Department 200 West Washington, 13th Floor Phoenix, AZ 85003 Attn: City Attorney
Town of Queen Creek	John Kross Paul Gardner 22358 S. Ellsworth Road Queen Creek, AZ 85142 <u>Copy to:</u> _____ _____ _____ _____
Roosevelt Water Conservation District	

Party	Contact
Salt River Project Agricultural Improvement and Power District	Salt River Project c/o Corporate Secretary P.O. Box 52025 Phoenix, AZ 85072-2205 <u>Copy to:</u> Ronald J. Klawitter Water System Projects Principal Salt River Project P.O. Box 52025 Phoenix, AZ 85072-2205
City of Scottsdale	City of Scottsdale – Scottsdale Water c/o Executive Director 9312 N. 94th Street Scottsdale, AZ 85258 <u>Copy to:</u> City of Scottsdale – City Attorney 3939 N. Drinkwater Blvd. Scottsdale, AZ 85251
City of Surprise	
City of Tempe	

CITY COUNCIL REPORT

SUBJECT: Resolution 1097-1221 - Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid with participating Arizona cities and towns to include the Salt River Pima-Maricopa Indian Community

MEETING DATE: 12/13/2021

TO: Mayor and Council

FROM: Kirk Beaty, Director, (623) 333-4417

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

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

Avondale's participation in this mutual aid agreement assures the availability and use of resources and equipment from other parties to the agreement in the event City resources become unusable for a short duration, thus ensuring continued responsive and efficient services for customers, and also providing the same support to other partner municipalities.

PURPOSE:

City Council will consider a request to adopt Resolution 1097-1221, approving the Amendment to the Intergovernmental Agreement (IGA) for Waste Collection and Transportation Mutual Aid with participating Arizona cities and towns to include the Salt River Pima-Maricopa Indian Community (SRPMC or Community) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City previously entered into an Extended Intergovernmental Agreement for Mutual Aid for Waste Collection and Transportation ("IGA") to facilitate and document the process for providing mutual aid of resources amongst the various municipal parties as needed, as well as reimbursement of costs for supplying said resources.

The scope of this IGA is to: (1) provide procedures for various participating parties to request, and responding parties to supply, waste collection and transportation aid or other assistance for emergencies (i.e., Storm Response clean ups, etc.) to one another; and (2) provide the terms and a mechanism for compensating an aiding party for supplying resources to a requesting party. The Original IGA was approved and signed in February 2017, and more recently extended in February of 2021. The extended IGA will expire on June 30, 2026.

The SRPMIC Public Works Department provides both residential and commercial solid waste collection services within the exterior boundaries of the reservation with limited resources. The SRPMIC expressed interest in becoming a party to the IGA.

DISCUSSION:

Appendix A of the Extended IGA lists the municipalities that are participating in the IGA. Over the years, the various municipalities have benefited from the IGA when each has had equipment shortages and/or equipment needing repairs and needed to “borrow” resources from other parties to the IGA in order to maintain services.

The SRPMIC expressed interest in becoming a party to the IGA, and the SRPMIC Council approved by resolution the Amendment on September 29, 2021. The Amendment includes a specific limited waiver of sovereign immunity for the SRPMIC which provides for arbitration in the event of a dispute, with any resulting award being enforceable in the United States District Court in Phoenix or the Maricopa County Superior Court.

By approving and authorizing the execution of this Amendment, the SRPMIC will become a party to the Extended IGA, and the City of Avondale and the SRPMIC will be bound to each other to provide mutual aid within the terms of the Extended Agreement. The City of Avondale can choose not to approve and authorize the Amendment, with the result being that Avondale and the SRPMIC would not be bound to each other to provide mutual aid, while other approving parties may be so bound.

BUDGET IMPACT:

Approving and authorizing this Amendment creates no anticipated budget impact.

The IGA includes a section for reimbursement procedures for the cost of the supplied resources. The following is an excerpt from the IGA:

“The Requesting Party shall reimburse the Aiding Party after receipt of an itemized voucher and documentation of all allowable costs of labor, equipment, and materials. The Parties will use equipment rates based on the Federal Emergency Management Agency’s (FEMA) Schedule of Equipment Rates unless otherwise agreed in advance in writing.”

To date, the City of Avondale has not availed itself of resources available through this IGA for Mutual Aid, and has not incurred any reimbursement cost for any supplied resources.

RECOMMENDATION:

Staff recommends that Council approve the Resolution approving and authorizing the execution of the Amendment to the IGA that allows the inclusion of the Salt River Pima-Maricopa Indian Community, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**SALT RIVER PIMA-MARICOPA
INDIAN COMMUNITY**
10005 East Osborn Road
Scottsdale, Arizona 85256

Resolution Number SR-3912-2021

A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT, AS AMENDED BETWEEN THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY AND PARTICIPATING MARICOPA COUNTY CITIES AND TOWNS FOR WASTE COLLECTION AND TRANSPORTATION MUTUAL AID SERVICES.

WHEREAS, the Salt River Pima-Maricopa Indian Community (“SRP-MIC” or “Community”) Council has the authority under Article VII, §1(h) of the Community’s Constitution to consult, negotiate, contract, conclude and perform agreements with federal, state, [and] local governments and Indian tribal governments on behalf of the Community; and

WHEREAS, the Community desires to enter into an Intergovernmental Agreement, as amended (IGA) with the City of Mesa, City of Avondale, Town of Gilbert, City of Glendale, City of Peoria, City of Phoenix, Town of Queen Creek, City of Scottsdale, City of Surprise, and the City of Tempe (collectively called “the Participating Cities and Towns”), which IGA defines the process to request and supply resources for waste collection and transportation aid, and other assistance for emergency purposes; and

WHEREAS, the Participating Cities and Towns who choose to approve the IGA will formulate a mutual aid agreement with the Community; and

WHEREAS, the enactment of this Resolution is in the best interest of the Community as it provides the Community with added waste and transportation resources from the Participating Cities and Towns for emergency purposes; and

WHEREAS, the IGA contains a provision whereby the Community consents to a limited waiver of sovereign immunity and agrees to arbitration in accordance with the American Arbitration Association to resolve any disputes arising from the IGA with enforcement of the Arbitration decision in the United States District Court in Phoenix or in the Superior Court of Maricopa County, Arizona.

NOW THEREFORE BE IT RESOLVED that the Community Council hereby accepts and approves the attached IGA between the Community and the approving Participating Cities and Towns.

BE IT FURTHER RESOLVED that the Council hereby agrees to resolve any disputes arising from the IGA through binding arbitration with enforcement of the IGA in the United States District court in Phoenix or in the Superior Court of Maricopa County, Arizona.

BE IT FINALLY RESOLVED that the SRPMIC Council hereby authorizes and directs the SRPMIC President or Vice-President to take all steps reasonably necessary to carry out the purpose and intent of this Resolution.

CERTIFICATION

Pursuant to the authority contained in Article VII, Section 1(c)(7) and (d)(5) of the Constitution of the Salt River Pima-Maricopa Indian Community (as amended), ratified by the Tribe on February 28, 1990, and approved by the Secretary of the Interior on March 19, 1990, the foregoing resolution was adopted this 29th day of September 2021, in a duly called meeting of the Community Council at Salt River, Arizona, at which a quorum of 7 members were present, by a vote of 6 for; 1 opposed; 0 abstaining; and 2 excused.

**SALT RIVER PIMA-MARICOPA
INDIAN COMMUNITY COUNCIL**

Ricardo Leonard, Vice-President

ATTEST:

Erica Harvier, Secretary

**Approved as to Form by the
Office of the General Counsel
Niccole L King
September 13, 2021**

INTERGOVERNMENTAL AGREEMENT FOR WASTE COLLECTION AND TRANSPORTATION MUTUAL AID

This Intergovernmental Agreement ("Agreement") is entered into among Participating Arizona Cities and Towns listed in Appendix A to this Agreement as of February 21, 2017 (the "Effective Date") and as later added pursuant to Section 3.2 below. The participating Cities and Towns may be referred to collectively as "Parties" and individually as a "Party."

1. Definitions

Aiding Party means the Party supplying Resources to a Requesting Party.

Authorized Designee means a Party's employee that is authorized to request aid or supply aid under this Agreement.

Backfill Costs means the compensation of the Aiding Party's replacement personnel who perform the regular duties of other personnel who are deployed to supply aid to a Requesting Party under this Agreement.

Costs mean the actual expenditures of funds by a Party supplying aid, including Backfill Costs and Indirect Costs.

Equipment means mechanical equipment and vehicles including but not limited to automated side loaders, bin/barrel delivery vehicles, front loaders, rear loaders, backhoes, front-end load tractors, pick-up trucks, mobile equipment, trailers, and dump trucks.

Indirect Costs means 10% of the total expenditures of funds by the Party supplying aid.

Inventory means non-mechanical equipment and containers including but not limited to large-volume containers, bins, and roll-off containers

Minor Damage means scratches, scrapes, or dings to Equipment and Inventory.

Moderate Damage means large dents or other damage requiring significant repairs before the Equipment and Inventory can be used again for its intended purpose.

Requesting Party means the Party requesting aid in the form of Resources from other Parties to this Agreement.

Resources means Equipment, Inventory, Supplies and Staff.

Severe Damage means damage requiring either outright replacement or major reconstruction of the Equipment and Inventory before it can be used again for its intended purpose.

Staff means the employees of the Aiding Party who are qualified, based on training and experience, and licensed as may be required by State Law and the Federal Motor Carrier Regulations, to operate the Equipment supplied.

Supplies means items necessary for operations and maintenance by a provider of solid waste services other than Equipment and Inventory, including but not limited to shovels, brooms, cones, etc.

2. Recitals

2.1 The Parties desire to enter into this Agreement pursuant to Title 11, Chapter 7, Article 3, Arizona Revised Statutes (A.R.S. §§ 11-951, *et seq.*) and the authorization of their respective legislative or other governing bodies.

2.2 The scope of this Agreement is to (1) provide procedures for the Parties to request and supply Resources for waste collection and transportation aid or other assistance for emergencies (i.e. storm response clean ups, etc.) to one another; and (2) provide the process for compensating an Aiding Party for supplying Resources to a Requesting Party.

3. Term of Agreement and Extension

3.1 This Agreement shall be in effect from the Effective Date through June 30, 2021, and if applicable, the date of any extension as set forth herein.

3.2 Any Party may terminate its participation in the Agreement at any time by indicating its intent to terminate in writing and submitting that written notification to the other Parties. A new party may join the Agreement by its governing body approving an unmodified copy of this Agreement at any time during the Term or an extension. A new Party shall, within ten (10) days of approval by its governing body, provide the other Parties with an executed signature sheet and a revised Appendix A.

3.3 The Parties may agree to extend the Term of this Agreement for one (1) additional term of five (5) years. Not later than March 1, 2021, each Party shall notify the other Parties of its desire to extend the Agreement for an additional five (5) years. The Parties that indicate a desire to extend the Term shall be the Parties to the

Agreement after June 30, 2021; Parties that do not indicate a desire to extend will be deemed to have elected to terminate their participation in the Agreement. Subsequent extensions shall require an amendment to this Agreement pursuant to Section 11 below.

4. Procedure for Requesting and Supplying Aid

4.1 A Requesting Party that needs aid or assistance in excess of or supplementing its own Resources to respond to an emergency may request aid from any Party to this Agreement. Requests for aid shall identify (1) the basis or need for Resources, (2) the Resources needed, and (3) the estimated period of time during which such mutual aid shall be required.

4.2 After a Party receives a request for aid or assistance, the Party's Authorized Designee will promptly evaluate whether it is able to supply the Requesting Party with Resources. Following that evaluation, the Authorized Designee will promptly inform the Requesting Party whether it can supply Resources to aid the Requesting Party. If the Authorized Designee fails to respond within 48 hours, the request for aid or assistance will be deemed rejected.

4.3 To the extent the Aiding Party is able to supply the Requesting Party with Resources, the Authorized Designee will promptly inform the Requesting Party of: (1) the type and quantity of Resources it can supply; (2) the approximate arrival time of those Resources; (3) any special requirements the Requesting Party will need to utilize the Resources; and (4) any variations from the reimbursement provisions of this Agreement for said Resources.

4.4 In all instances, the Aiding Party shall render such mutual aid as it is able, taking into consideration the Aiding Party's commitments and operational obligations within its own jurisdiction. The Aiding Party shall be the sole judge of what mutual aid it is able to furnish to the Requesting Party.

4.5 The Aiding Party's Authorized Designee retains the right at any time to withdraw from the Requesting Party some or all of its Resources upon 24 hours-notice to the Requesting Party's Authorized Designee.

5. Obligations as Parties

5.1 Each Party shall have its Solid Waste Department Director (or equivalent), or his/her designee, serve on an informal committee comprised of such representatives of the Parties to this Agreement. The committee shall:

5.1.1 Meet at least annually to exchange the information required under Subsection 5.2;

5.1.2 Discuss any changes that may be needed for this Agreement;

5.1.3. Identify an Authorized Designee, or the Authorized Designee's delegate from each Party, including 24-hour contact information, and maintain relatively current Resource information made available by the Party for mutual aid response. The Party's Authorized Designee shall be the contact person when a Requesting Party requires mutual aid;

5.1.4. Undertake all other responsibilities set forth in this Agreement; and

5.1.5. Conduct other actions as necessary to implement this Agreement.

5.2. In order to expedite the ability to obtain required insurance, within sixty (60) days of the Effective Date and at least annually thereafter, each Party shall send to the other Parties' designated committee members a list of its available Inventory and, for Equipment that may be made available by the Parties in implementing this Agreement, the following information:

5.2.1. Vehicle Identification Number (VIN).

5.2.2 Make/model.

5.2.3 Estimated value of the Equipment.

5.2.4 Registered owner of the Equipment.

5.2.5 Any special license or certification required to operate the Equipment.

5.2.6 Size of the trailer, if any, necessary to transport the Equipment.

5.3 The Requesting Party agrees that it will be responsible for any Minor Damage, Moderate Damage, or Severe Damage, including theft of Resources or fire damage, as well as any regular maintenance required to said Equipment and Inventory while in its care. A joint inspection will be conducted by the Requesting Party and Aiding Party at the time of pickup and drop-off of the Equipment and Inventory.

5.3.1 Any repairs for Minor Damage or Moderate Damage shall be approved by the Aiding Party prior to the start of the repair of the Equipment and Inventory.

5.3.2 Equipment and Inventory with Severe Damage must be returned to the Aiding Party for reconstruction or replacement, at the Requesting Party's cost.

5.4 Subject to Subsection 5.4.2 below, the Parties agree that only the Requesting Party's employees or the Aiding Party's employees are permitted to operate the Equipment supplied by an Aiding Party. No third parties are permitted to operate the Equipment.

5.4.1 Regardless of whether the Equipment will be operated by employees of the Requesting Party or Aiding Party, the Parties agree that the employee operating the Equipment will be qualified, based on training and experience, and licensed as may be required by State Law and the Federal Motor Carrier Regulations, to operate said Equipment.

5.4.2 Each Party shall inform the other Party if only that Party's employees may operate Equipment supplied by said Party.

5.5 Execution of this Agreement does not create a duty for any Party to provide aid or assistance to another. When a Party receives a request for assistance, the Authorized Designee will have absolute discretion to determine (1) whether Resources are available, and (2) whether to provide assistance to the Requesting Party. An Authorized Designee's decisions on the availability of Resources and whether to provide the requested assistance will be final and not subject to legal challenge.

6. Reimbursement Procedures

6.1. The Aiding Party must inform the Requesting Party of its intention to be reimbursed its Costs before supplying Resources to the Requesting Party; failure to do so shall prevent the Aiding Party from requesting reimbursement of its Costs from the Requesting Party for the time period beginning when the Resources are provided and ending on the actual date of notice of intent to be reimbursed. Notwithstanding the preceding, there is a presumption of Cost reimbursement for: (1) any Equipment provided for in excess of five (5) business days; or (2) Inventory or Supplies that are consumed through use by the Requesting Party, unless otherwise agreed between the Requesting Party and the Aiding Party in writing.

6.2 If the Aiding Party timely informs the Requesting Party of its intention to be reimbursed for its Costs for the supplied Resources, the Requesting Party shall reimburse the Aiding Party for all Costs when any mutual aid requested is supplied.

6.2.1 The Requesting Party shall reimburse the Aiding Party after receipt of an itemized invoice and documentation of all allowable costs of labor, equipment, and materials. The Parties will use equipment rates based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates unless otherwise agreed in advance in writing.

6.2.2 In the event the Resources to be supplied are not included in the schedule of FEMA equipment rates, the Aiding Party must provide such rates for those particular Resources in writing to the Requesting Party and the Parties must mutually agree, in writing, to those rates prior to the Resources being supplied.

6.3 While any Resources are in the care, custody and control of the Requesting Party, the Requesting Party shall be responsible for any physical damage or loss to the Resources, normal wear and tear excepted. The Requesting Party shall be solely responsible for all safety inspections of any Resources during the period of use.

6.4 Notwithstanding any other provision of this Agreement, the Requesting Party must reimburse the Aiding Party in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable Supplies. The Aiding Party will not charge direct fees or rental charges to the Requesting Party for other Supplies and reusable items that are returned to the Aiding Party in a clean, damage-free condition. The Aiding Party and the Requesting Party will treat reusable Supplies that are returned to the Aiding Party with damage as expendable Supplies for purposes of Cost reimbursement.

6.5 The Aiding Party must provide an itemized invoice to the Requesting Party for all Costs and expenses it incurred as a result of providing assistance under this Agreement. The Aiding Party will submit the itemized invoice to the Requesting Party no later than ninety (90) days following the end of the period of assistance. The Requesting Party will pay the full amount due no later than forty-five (45) days following the invoice date. Any amount that the Requesting Party leaves unpaid after 45 days will accrue interest at the statutory annual interest rate of 10% pursuant to A.R.S. § 44-1201.

6.6 Both Requesting and the Aiding Party must provide notice to all potential disposal sites that the Equipment is being used by the Requesting Party to ensure proper billing.

7. **Indemnification**

Each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims result in vicarious or derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers. This indemnification shall survive termination of this Agreement or the termination of the participation of any of Party.

8. **Worker's Compensation Claims**

Each Party will be responsible for any injuries which may occur to its own Staff during the course of rendering mutual assistance pursuant to this Agreement. In accordance with A.R.S. § 23-1022, each Party will be deemed the primary employer and will have sole responsibility for the payment of worker's compensation benefits to its respective Staff. Each Party will comply with the notice provisions of A.R.S. § 23-1022(E).

9. **Notice of Claim or Suit**

A Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement will provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

10. **Insurance**

Each Party will bear the risk of its own actions, as it does with its operations, and determine for itself what kinds of insurance, (including self-insurance), and in what amounts, it should carry. Nothing herein will act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Party may enjoy.

11. **Amendment**

This Agreement may be modified only by a written amendment approved by the governing body of each Party.

12. Dispute Resolution

12.1. The Parties agree that, notwithstanding the existence of a dispute between or among the Parties, insofar as is possible under the terms of this Agreement, each Party shall continue to perform the obligations that are required of it and that are not related to the dispute.

12.2. This Agreement shall not be construed or interpreted to prohibit a Party from seeking injunctive relief for the preservation of property.

12.3. In the event of a dispute, the Parties agree to use arbitration to the extent required under A.R.S. § 12-133 and A.R.S. § 12-1518.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts executed and intended to be performed entirely within the State of Arizona by residents of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of Maricopa County, Arizona.

14. Severability

If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, the provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the Parties to obtain the practical benefits of this Agreement. If any law or court of competent jurisdiction prohibits or excuses any Party from undertaking any contractual commitment to perform any act under this Agreement, this Agreement shall remain in full force and effect, but the provisions requiring such action shall be deemed to permit the Party to take such action at its discretion, if such a construction is permitted by law. In accordance with the provisions of A.R.S. § 41-194.01, should the Attorney General give notice to any Party that any provision of this Agreement violates state law or the Arizona Constitution, or that it may violate a state law or the Arizona Constitution, and the Attorney General submits the offending provision to the Arizona Supreme Court, the offending provision(s) shall be immediately severed and struck from this Agreement and the Parties shall, within ten (10) days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s). If the Parties are unable to negotiate a resolution to any issues related to the severed provision(s), the Parties may terminate this Agreement in accordance with the provisions hereof.

15. Headings

Section headings are inserted in this Agreement solely for convenience and the section headings shall not by themselves alter, modify, limit, expand or otherwise affect the meaning of any provision of this Agreement.

16. E-Verify

To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Failure by any Party to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement. To the extent authorized under A.R.S. § 44-4401, each Party shall have the right to inspect the papers of each of the others, their subcontractors, or any employee of either who performs work hereunder for the purpose of ensuring that the other party or subcontractor is in compliance with the warranty set forth in this provision.

17. Non-Appropriation

Notwithstanding any other provision in this Agreement, any Party may withdraw from this Agreement if for any reason the Party's governing body does not appropriate sufficient monies for the purposes of this Agreement. In such event, a withdrawing Party will have no further obligation to the other Parties other than for payment for services rendered prior to withdrawal.

18. Compliance with Laws

Each Party will comply with all federal, state and local laws, rules regulations, standard and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the Parties, the performance of the Agreement and any disputes hereunder. Any changes in the governing laws, rules and regulations during the terms of this Agreement will apply but do not require an amendment of this Agreement.

19. Jurisdiction

Nothing in this Agreement will be construed as otherwise limiting or extending the legal jurisdiction of any Party. Nothing in this Agreement is intended to confer any rights or remedies to any person or entity that is not a Party under this Agreement.

20. Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

21. Counterparts

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Israel

Each Party certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in A.R.S. § 35-393, of Israel.

[SIGNATURES ON FOLLOWING PAGES]

Appendix A

1. City of Mesa
2. City of Avondale
3. Town of Gilbert
4. City of Glendale
5. City of Peoria
6. City of Phoenix
7. Town of Queen Creek
8. City of Scottsdale
9. City of Surprise
10. City of Tempe

SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF MESA, a municipal corporation

By _____

Title _____

Date _____

City Manager

Nov. 17, 2020

SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

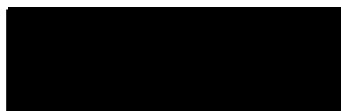
CITY OF AVONDALE municipal corporation

By  for Charles Montoya

Title City Manager

Date Feb 9, 2021

Attest:



SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

TOWN OF GILBERT, a municipal corporation

By  _____

Title Mayor _____

Date 1/5/2021 _____

ATTEST:

By:  _____

Town Clerk

APPROVED AS TO FORM:

By:  _____

Christopher W. Payle

Town Attorney

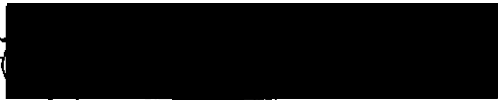
SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF GLENDALE, a municipal corporation

By 

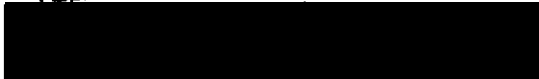
Title Assistant City Manager

Date 2/1/2021

ATT 

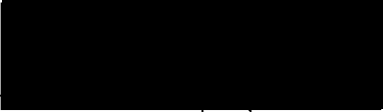
 City Clerk

Approved as to form


 City Attorney

SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF PEORIA, a municipal corporation

By 

Title City Manager

Date 1-21-21

{00376148.1}



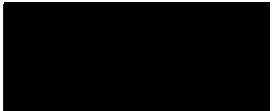
ORDINANCE S-47307

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF MESA, AVONDALE, GLENDALE, TEMPE, SCOTTSDALE, PEORIA, SURPRISE AND THE TOWNS OF QUEEN CREEK AND GILBERT FOR WASTE COLLECTION AND TRANSPORTATION MUTUAL AID.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. The City Manager, or the City Manager's designee, is authorized to enter into an Intergovernmental Agreement with the cities of Mesa, Avondale, Glendale, Tempe, Scottsdale, Peoria, Surprise and the towns of Queen Creek and Gilbert for waste collection and transportation mutual aid. The term of the agreement will begin on or about July 1, 2021 through June 30, 2026.

PASSED by the City Council of the City of Phoenix this 17th day of February 2021.

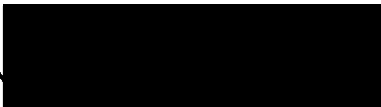

MAYOR

ATTEST:


Denise Archibald, City Clerk

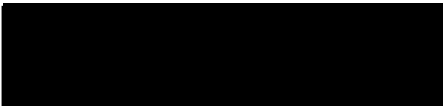


APPROVED AS TO FORM:
Cris Meyer, City Attorney

BY 

David Benton, Chief Counsel

REVIEWED BY:


Ed Zuercher, City Manager

PJB:cz:(LF21-0078):2/17/21:2236868_1.doc

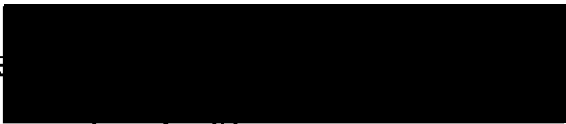
SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

TOWN OF QUEEN CREEK, a municipal corporation

By  _____
Title Town Manager
Date Mar 30, 2021

SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF SCOTTSDALE, a municipal corporation

By 

Title City Manager

Date 11/23/2020

{00376148.1}



SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF SURPRISE, a municipal corporation

By

Title

Date



City Manager

11/18/2020

2017-69A

SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment, this the 25th day of March, 2021.

CITY OF TEMPE

By _____
Corey D. Woods, Mayor

ATTEST:

Carla R. Reece, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

Amendment to Intergovernmental Agreement

Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

This Amendment ("Amendment") to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid ("IGA") is entered into among Participating Arizona Cities and Towns listed in Appendix 1 to this Amendment and the Salt River Pima-Maricopa Indian Community. This Amendment allows the Salt River Pima-Maricopa Indian Community ("SRPMIC" or "Community") to be included as a participating "Party" to the IGA for those Cities and Town authorizing its adoption. Such Parties may also be referred to collectively as "Amendment Parties" and individually as an "Amendment Party" herein. This Amendment shall be of no force or effect for those Parties to the IGA that choose not to authorize its adoption. This Amendment shall be effective as to each Amendment Party on the date set forth for the signature for each such Amendment Party.

Section 1: Amendments to the IGA

1. Section 23. A new Section 23 is added to the IGA, as follows:

23. Addition of the Salt River Pima-Maricopa Indian Community as a Party

23.1 The Community and other Amendment Parties agree that the Community shall be joined as a new Party in accordance with Section 3.2, subject to the additional terms, conditions, and agreements set forth in this Section. In the event of any conflict between the provisions of this Section and any other provision of the IGA as it relates to the Community, the provisions of this Section shall control.

23.2 Disputes arising out of the IGA and this Amendment between the Community and any other Amendment Party shall exclusively be addressed as set forth in this Section. The Community and the applicable Amendment Party agree to try and resolve any dispute arising out of the IGA or this Amendment first by informal meetings. If informal meetings fail to resolve the dispute, then the Amendment Parties agree to try and resolve the dispute through mediation. If mediation is unsuccessful, then the Amendment Parties agree that they shall resolve the dispute through arbitration in accordance with the then current Rules of Commercial Arbitration of the American Arbitration Association or any successor organization (the "AAA"). In the event of a conflict between this Amendment and the AAA Rules, this Amendment shall govern.

23.2.1 Mediation. The Amendment Party desiring to initiate the mediation process shall give written notice to that effect to the other Amendment Party and, in such written notice, include a brief statement of its claims. Within 10 days of the notice of intent to mediate, the Community and the applicable Amendment Party shall meet for the purpose of attempting to jointly selecting a mediator to serve in the matter. The mediation proceeding shall be held within 60 days of the appointment of the mediator. The applicable Amendment Parties shall bear the cost of such mediation equally between them.

23.2.2 Arbitration. In the event of failure of mediation, the applicable Amendment Parties shall proceed to arbitration, except that if the parties are unable to jointly agree on an arbitrator, then each party shall select a representative generally recognized for ability in mediation/arbitration in the State of Arizona, and the representatives select a third such person to serve as arbitrator. The arbitration proceeding shall be held within 60 days of the selection of the arbitrator. The arbitrator shall render his or her decision within 30 days after the conclusion of the arbitration proceeding. Any arbitration conducted pursuant to this Section shall be final and binding upon the applicable Amendment Parties. The prevailing Amendment Party in such arbitration shall be entitled to file the decision and award with the United States District Court in Phoenix, or if the United States District Court lacks jurisdiction, then in the Maricopa County Superior Court, and have judgment rendered thereon in accordance with applicable law. The prevailing Amendment Party shall be entitled to all costs incurred in connection with the arbitration proceeding, including its reasonable attorneys' fees, the arbitrator's fees, witness fees and other costs as determined by the arbitrator.

23.2.3 General Considerations. The time periods prescribed in this Section may be shortened or extended by mutual written agreement. All provisions of the IGA not in dispute shall be observed and performed without interruption during the pendency of the procedures specified in this Section. The Community does not waive, limit or modify its sovereign immunity from unconsented suit, except as specifically provided in this Amendment. The Community

hereby grants a limited waiver of sovereign immunity for the sole purpose of authorizing an arbitration proceeding as described above and to bring a judicial action in the United States District Court in Phoenix or, if the United States District Court lacks jurisdiction, in the Superior Court of Maricopa County, Arizona, for the enforcement of an arbitration decision (or failure to submit to arbitration, if applicable) authorized under and related to the IGA and this Amendment. This limited waiver of sovereign immunity does not consent to or authorize a judicial action for damages against the Community other than the enforcement of arbitration decisions (which includes specific performance of the provisions of an arbitration decision).

2. All other provisions of the IGA not expressly modified herein shall remain in full force and effect.

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF MESA, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Mesa

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF AVONDALE, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Avondale

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

TOWN OF GILBERT, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

Town Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
Town of Gilbert

Town Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF PEORIA, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Peoria

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF Phoenix, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Phoenix

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

TOWN OF QUEEN CREEK, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

Town Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
Town of Queen Creek

Town Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF SCOTTSDALE, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Scottsdale

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF TEMPE, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Tempe

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF GLENDALE, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Glendale

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF SURPRISE, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Surprise

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

Salt River Pima-Maricopa Indian Community

By _____

Title Vice President

Date Sept 29, 2021

ATTEST:

Secretary

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
Salt River Pima-Maricopa Indian Community

Legal Counsel

Appendix A

1. City of Mesa
2. City of Avondale
3. City of Glendale
4. City of Peoria
5. City of Phoenix
6. City of Scottsdale
7. City of Surprise
8. City of Tempe
9. Town of Gilbert
10. Town of Queen Creek
11. Salt River Pima-Maricopa Indian Community

RESOLUTION NO. 1097-1221

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT AMONG MULTIPLE ARIZONA MUNICIPALITIES AND THE SALT-RIVER MARICOPA-PIMA INDIAN COMMUNITY RELATING TO SOLID WASTE COLLECTION AND TRANSPORTATION MUTUAL AID SERVICES.

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

SECTION 1. The Amendment to the Intergovernmental Agreement among the City of Avondale, City of Mesa, Town of Gilbert, City of Glendale, City of Peoria, City of Phoenix, Town of Queen Creek, City of Scottsdale, City of Surprise, City of Tempe, and the Salt-River Maricopa-Pima Indian Community relating to solid waste collection and transportation mutual aid services (the “Amendment”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, November 15, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1097-1221

[Amendment]

See following pages.

Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

This Amendment ("Amendment") to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid ("IGA") is entered into among Participating Arizona Cities and Towns listed in Appendix 1 to this Amendment and the Salt River Pima-Maricopa Indian Community. This Amendment allows the Salt River Pima-Maricopa Indian Community ("SRPMIC" or "Community") to be included as a participating "Party" to the IGA for those Cities and Town authorizing its adoption. Such Parties may also be referred to collectively as "Amendment Parties" and individually as an "Amendment Party" herein. This Amendment shall be of no force or effect for those Parties to the IGA that choose not to authorize its adoption. This Amendment shall be effective as to each Amendment Party on the date set forth for the signature for each such Amendment Party.

Section 1: Amendments to the IGA

1. Section 23. A new Section 23 is added to the IGA, as follows:

23. Addition of the Salt River Pima-Maricopa Indian Community as a Party

23.1 The Community and other Amendment Parties agree that the Community shall be joined as a new Party in accordance with Section 3.2, subject to the additional terms, conditions, and agreements set forth in this Section. In the event of any conflict between the provisions of this Section and any other provision of the IGA as it relates to the Community, the provisions of this Section shall control.

23.2 Disputes arising out of the IGA and this Amendment between the Community and any other Amendment Party shall exclusively be addressed as set forth in this Section. The Community and the applicable Amendment Party agree to try and resolve any dispute arising out of the IGA or this Amendment first by informal meetings. If informal meetings fail to resolve the dispute, then the Amendment Parties agree to try and resolve the dispute through mediation. If mediation is unsuccessful, then the Amendment Parties agree that they shall resolve the dispute through arbitration in accordance with the then current Rules of Commercial Arbitration of the American Arbitration Association or any successor organization (the "AAA"). In the event of a conflict between this Amendment and the AAA Rules, this Amendment shall govern.

23.2.1 Mediation. The Amendment Party desiring to initiate the mediation process shall give written notice to that effect to the other Amendment Party and, in such written notice, include a brief statement of its claims. Within 10 days of the notice of intent to mediate, the Community and the applicable Amendment Party shall meet for the purpose of attempting to jointly selecting a mediator to serve in the matter. The mediation proceeding shall be held within 60 days of the appointment of the mediator. The applicable Amendment Parties shall bear the cost of such mediation equally between them.

23.2.2 Arbitration. In the event of failure of mediation, the applicable Amendment Parties shall proceed to arbitration, except that if the parties are unable to jointly agree on an arbitrator, then each party shall select a representative generally recognized for ability in mediation/arbitration in the State of Arizona, and the representatives select a third such person to serve as arbitrator. The arbitration proceeding shall be held within 60 days of the selection of the arbitrator. The arbitrator shall render his or her decision within 30 days after the conclusion of the arbitration proceeding. Any arbitration conducted pursuant to this Section shall be final and binding upon the applicable Amendment Parties. The prevailing Amendment Party in such arbitration shall be entitled to file the decision and award with the United States District Court in Phoenix, or if the United States District Court lacks jurisdiction, then in the Maricopa County Superior Court, and have judgment rendered thereon in accordance with applicable law. The prevailing Amendment Party shall be entitled to all costs incurred in connection with the arbitration proceeding, including its reasonable attorneys' fees, the arbitrator's fees, witness fees and other costs as determined by the arbitrator.

23.2.3 General Considerations. The time periods prescribed in this Section may be shortened or extended by mutual written agreement. All provisions of the IGA not in dispute shall be observed and performed without interruption during the pendency of the procedures specified in this Section. The Community does not waive, limit or modify its sovereign immunity from unconsented suit, except as specifically provided in this Amendment. The Community

hereby grants a limited waiver of sovereign immunity for the sole purpose of authorizing an arbitration proceeding as described above and to bring a judicial action in the United States District Court in Phoenix or, if the United States District Court lacks jurisdiction, in the Superior Court of Maricopa County, Arizona, for the enforcement of an arbitration decision (or failure to submit to arbitration, if applicable) authorized under and related to the IGA and this Amendment. This limited waiver of sovereign immunity does not consent to or authorize a judicial action for damages against the Community other than the enforcement of arbitration decisions (which includes specific performance of the provisions of an arbitration decision).

2. All other provisions of the IGA not expressly modified herein shall remain in full force and effect.

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF MESA, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Mesa

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF AVONDALE, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Avondale

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and
Transportation Mutual Aid

TOWN OF GILBERT, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

Town Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
Town of Gilbert

Town Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF PEORIA, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Peoria

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF Phoenix, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Phoenix

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

TOWN OF QUEEN CREEK, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

Town Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
Town of Queen Creek

Town Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF SCOTTSDALE, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Scottsdale

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF TEMPE, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Tempe

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF GLENDALE, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Glendale

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF SURPRISE, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

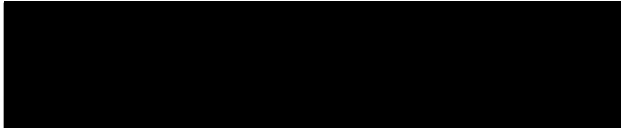
City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Surprise

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

Salt River Pima-Maricopa Indian Community

By 

Title Vice President

Date Sept 29, 2021

ATTEST:


Secretary

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
Salt River Pima-Maricopa Indian Community

 10/4/2021
Legal Counsel

Appendix A

1. City of Mesa
2. City of Avondale
3. City of Glendale
4. City of Peoria
5. City of Phoenix
6. City of Scottsdale
7. City of Surprise
8. City of Tempe
9. Town of Gilbert
10. Town of Queen Creek
11. Salt River Pima-Maricopa Indian Community

CITY COUNCIL REPORT

SUBJECT: Resolution 1098-1221 - Second Amendment to the Intergovernmental Agreement with the Arizona Game and Fish Commission to expand the Community Fishing Program

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

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

This agreement will create additional outdoor recreation opportunities that support and promote healthy outdoor lifestyles at Alamar Park.

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

This agreement will result in an expansion of outdoor recreation and education opportunities for Avondale's residents and visitors.

PURPOSE:

City Council will consider a request to adopt Resolution 1098-1221, authorizing a Second Amendment to the Intergovernmental Agreement with the Arizona Game and Fish Commission to expand the Community Fishing Program, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The purpose of this amendment is to update the intergovernmental agreement between the City and Arizona Game and Fish Commission to add the new lake at Alamar Park to the Community Fishing Program. If approved, the lakes at Alamar Park will follow the same stocking strategy as the lakes at Friendship Park and Festival Fields.

DISCUSSION:

In conformance with initiatives outlined in the 2021 Avondale Strategic Plan and the 2017 Parks, Recreation and Trails Master Plan Update, the City strongly desires to promote and expand Avondale's natural assets such as parks, trails, rivers and wilderness areas to residents, visitors, and businesses.

This partnership will allow for City staff to expand outdoor recreation programs and events at the new Alamar Park to support those strategic initiatives through the Community Fishing Program.

BUDGET IMPACT:

Additional stocking can be covered in Parks and Recreation's FY2022 budget.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing a Second Amendment to the Intergovernmental Agreement with the Arizona Game and Fish Commission for to expand the Community Fishing Program and authorize staff to take the necessary actions to execute terms of the agreement.

RESOLUTION NO. 1098-1221

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA GAME AND FISH COMMISSION RELATING TO THE PROVISION OF A COMMUNITY FISHING PROGRAM.

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

SECTION 1. The Second Amendment to the Intergovernmental Agreement with the Arizona Game and Fish Commission relating to the provision of a Community Fishing Program (the “Amendment”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona December 13, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1098-1221

[Second Amendment]

See following pages.

Amendment No. 2
To
Intergovernmental Agreement Between
The Arizona Game and Fish Commission and the City of Avondale

The purpose of this Amendment No. 2 is to expand the Community Fishing Program to include the addition of Alamar Park Lake, located in the City of Avondale and make other necessary changes to the Intergovernmental Agreement.

Whereas, The City of Avondale and the Arizona Game and Fish Commission entered into an Intergovernmental Agreement (the “Agreement”) dated August 21, 2018, and subsequent Amendment No. 1 dated October 16, 2019 for the purpose of conducting a Community Fishing Program.

Whereas, both Parties desire to provide recreational fishing opportunities to the public.

Whereas, an expansion of the Community Fishing Program is desired to include Alamar Park Lake which is located in the City of Avondale.

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

Section 1. **Section I, subsection 4 of the Agreement is deleted and replaced as follows:**

I. The Commission Agrees That the Department Shall:

4. Under the Department’s “Traditional/Core” Strategy, stock participating waters with catchable rainbow trout approximately every two weeks from mid-November to mid-March, and catchable channel catfish approximately every two weeks from late March to May, and from mid-September to mid-November. Fish stocking will cease from approximately June through mid-September due to heat stress factors.

For waters under the Department’s “Expansion” Strategy, stock participating waters with catchable rainbow trout approximately four times from November to March, and catchable channel catfish approximately three times from March to June, and one time from mid-September to October. Fish stocking will cease from approximately June through mid-September due to heat stress factors.

Stock sunfish (usually bluegill or redear) at least once annually into all participating waters. Other approved fish species may be stocked as necessary to: 1) establish a resident fish population, 2) augment existing fish populations, 3) maintain a balanced fishery, 4) improve angler success rates, or 5) provide feature species for anglers.

Adjustments to these stocking schedules and/or species may be required due to climatic and/or weather conditions, fish availability and condition, logistics of fish delivery from vendors, or lake water quality conditions. Commission shall notify the City of any adjustments.

Section 2. Section II, subsection 5 of the Agreement is deleted and replaced as follows:

II. The City Shall:

5. Pay a Partnership Fee to the Department for waters stocked under this agreement. Annual rates shall be in accordance with the following fee schedule:

Water	Stocking Strategy	FY19 Cost	FY20 Cost	FY21 Cost	FY22 Cost	FY23 Cost	Total Costs
Alamar Park	Expansion	\$0	\$0	\$0	\$1,995	\$2,850	\$4,845
Festival Fields	Expansion	\$0	\$1,812	\$1,812	\$1,812	\$1,812	\$7,248
Friendship Park	Expansion	\$416	\$603	\$603	\$603	\$603	\$2,828
	Totals	\$416	\$2,415	\$2,415	\$4,410	\$5,265	\$14,921

These funds shall be used to defray the cost of program operations, including costs for fish required hereunder. Payments made to the Department may be leveraged to obtain federal grant funding or other grant funding opportunities. If this opportunity arises, the City will be notified in writing by the Department, and it will be necessary to verify that all or a portion of the municipal fees do not originate from federal sources.

Section 3. Section IV, subsection 3 of the Agreement is amended as follows:

IV. General Provisions:

3. Notices. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, or first class mail, postage prepaid, to the Parties as follows:
- A. Charles Montoya, City Manager
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323
- B. With copy to:
~~Michael Wawro~~ NICHOLLE HARRIS, City Attorney
~~Gust Rosenfeld, PLLC CITY OF AVONDALE~~
~~One Washington Street, Suite 1600~~ 11465 W. CIVIC CENTER DR.
~~Phoenix, Arizona 85004~~ AVONDALE, AZ 85323
- C. To the Department:
Ms. Julie Carter
Arizona Game and Fish Department
5000 West Carefree Highway
Avondale, Arizona 85086

Section 4. All other Terms and Conditions of the original IGA dated August 21, 2018 and subsequent Amendment No.1 dated October 16, 2019 shall remain in full force and effect.

CITY OF AVONDALE

By: _____
City Mayor Date

ATTEST: _____
City Clerk

APPROVAL OF THE CITY ATTORNEY:

I have reviewed the above-referenced Intergovernmental Agreement between the City and the Arizona Game and Fish Commission and declare this Agreement to be in proper form and within the power and authority granted to the City of Avondale under the laws of the State of Arizona.

Dated this _____ day of _____, 2021 _____
City Attorney

ARIZONA GAME AND FISH COMMISSION

By: _____
Ty E. Gray Date
Secretary to the Commission and
Director, Arizona Game and Fish Department

APPROVAL OF THE ARIZONA GAME AND FISH COMMISSION ATTORNEY:

I have reviewed the above-referenced Intergovernmental Agreement between the City of Avondale, Arizona and the Arizona Game and Fish Commission and declare this Agreement to be in proper form and within the power and authority granted to the Arizona Game and Fish Commission under the laws of the State of Arizona.

Dated this _____ day of _____, 2021 _____
Attorney
Arizona Game and Fish Commission

CITY COUNCIL REPORT

SUBJECT: Resolution 1099-1221 - Intergovernmental Agreement with Maricopa County for the installation of streetlights on Indian Springs Road from 143rd Ave to the Gila River Bridge

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-1012

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

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Creative and Sustainable Community Development

STRATEGY: Maintain and expand quality infrastructure and improve connectivity to city amenities

PURPOSE:

City Council will consider a request to: (a) adopt Resolution 1099-1221 authorizing an Intergovernmental Agreement (IGA) with Maricopa County for the installation of streetlighting on Indian Springs Road from 143rd Avenue to the Gila River Bridge; (b) create a new CIP project for streetlighting on Indian Springs Road from 143rd Avenue to the Gila River Bridge and; (c) authorize the Mayor, the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Maricopa County currently owns and provides roadway maintenance of Indian Springs Road from 143rd Avenue to the Dysart Road alignment. The City has proposed to install streetlighting on Indian Springs Road to City standards and has requested the County provide funding towards the installation of streetlighting from 143rd Avenue to the Gila River Bridge (the Project).

The County shall contribute an estimated amount of \$900,000 towards the Project in Fiscal Year 2022. The City will complete the annexation of this roadway from 143rd Avenue to the Dysart Road alignment prior to the start of design.

DISCUSSION:

The purpose of this agreement is to identify and define the responsibilities of the County and the City for design, environmental clearance, right-of-way acquisition, construction management, and construction related to the Project. The City shall act as the lead agency for the design and construction of the Project and shall assume responsibility and liability for the design, right-of-way acquisitions, utilities and utility relocation, construction and construction management, inspection, operation, maintenance, and all other aspects of the Project. The City is required to complete annexation of the roadway prior to design of the Project. The County

shall contribute an estimated \$900,000 for the completion of the project.

BUDGET IMPACT:

The initial budget for the project will be equal to the County contribution to the project. The City shall be responsible for all project costs beyond the County's contribution. Upon completion of the annexation of the Project, the City shall invoice the County for the County's Project cost contribution.

The City shall be responsible for the maintenance and operations of the annexed roadway upon project completion.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution, approving the Intergovernmental Agreement (IGA) between the City of Avondale and Maricopa County for the installation of streetlighting on Indian Springs Road from 143rd Avenue to the Gila River Bridge, authorize the creation of a new CIP project for the installation of streetlighting on Indian Springs Road from 143rd Avenuen to the Gila River Bridge, authorize the transfer of appropriation from the unanticipated revenue line item in the amount of \$900,000 to the new CIP project, and authorize the Mayor, the City Manager, the City Attorney and the City Clerk to award all necessary contracts and execute the necessary documents.

RESOLUTION NO. 1099-1221

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO THE INSTALLATION OF STREETLIGHTING ON INDIAN SPRINGS ROAD FROM 143RD AVENUE TO THE GILA RIVER BRIDGE.

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

SECTION 1. The Intergovernmental Agreement with the Maricopa County relating to the installation of streetlighting on Indian Springs Road from 143rd Avenue to the Gila River Bridge (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 December 13, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1099-1221

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY AND THE
CITY OF AVONDALE FOR THE INSTALLATION OF STREETLIGHTING ON INDIAN
SPRINGS ROAD FROM 143RD AVENUE TO THE GILA RIVER BRIDGE**

TT#0706

(C-64-22- ____ -X-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**) and the City of Avondale, an Arizona municipal corporation (**City**). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. The County is authorized, pursuant to Arizona Revised Statutes (A.R.S.) § 11-251 and §§ 28-6701 *et. seq.*, to lay out, maintain, control and manage public roads within the County.
2. Public agencies are authorized, pursuant to A.R.S. §§ 11-951 *et. seq.*, to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. The City is authorized, pursuant to A.R.S. § 9-240 and §§ 9-276 *et. seq.*, to lay out and establish, regulate and improve streets within the City and to enter into this Agreement.

BACKGROUND

4. The County currently provides roadway maintenance of Indian Springs Road from 143rd Avenue to the Dysart Road alignment.
5. The City has proposed to install streetlighting on Indian Springs Road to City Standards and has requested the County provide funding towards the installation of streetlighting from 143rd Avenue to the Gila River Bridge. (**Project**)
6. The County shall contribute estimated amount of \$900,000 towards the Project in Fiscal Year 2022.
7. The City will complete the annexation prior to the start of design.

PURPOSE OF THE AGREEMENT

8. The purpose of this Agreement is to identify and define the responsibilities of the County and the City for design, environmental clearance, right-of-way acquisition, construction management, and construction related to this Project.

TERMS OF THE AGREEMENT

9. Responsibilities of County:

- 9.1 The County shall not review or be responsible for preparation of plans or be liable for design deficiencies, traffic control, construction or inspection approvals.
- 9.2 Upon completion of the annexation of the Project, and receipt of an invoice from the City, the County shall remit payment to City within thirty (30) working days for the County's Project cost contribution.

10. Responsibilities of the City:

- 10.1. The City shall act as the lead agency for the design and construction of the Project and shall assume responsibility and liability for the design, right-of-way acquisitions, utilities and utility relocation, construction and construction management, inspection, operation, maintenance, and all other aspects of the Project.
- 10.2. The City shall be financially responsible for dedicated time by their staff as it relates to this Project. The City shall be responsible for all Project costs beyond the County's contribution.
- 10.3. Upon completion of the annexation of the Project, the City shall invoice the County for the County's Project cost contribution.
- 10.4. The City shall be responsible for the maintenance and operations of all aspects of the Project upon completion.

GENERAL TERMS AND CONDITIONS

11. To the extent permitted by law, each Party will indemnify, defend and save the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials or agents, from and against all liability, loss, expense, costs, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the

indemnifying Party of any of the provisions of this Agreement, including but not limited to injuries or death of persons or damages to or destruction of property. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.

12. This Agreement shall become effective as of the date it is executed by all the governing bodies of the Parties and shall remain in full force and effect until all required performance hereunder has been completed,
13. This Agreement may be amended only upon written Agreement by all Parties.
14. This Agreement is subject to the provisions of A.R.S. § 38-511.
15. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - 15.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.
 - 15.2 Any breach of the warranty shall be deemed a material breach of this agreement of which breaching party may be liable for penalties including termination of the agreement.
 - 15.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
 - 15.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
16. Any contractor or subcontractor who engages in for-profit activity and has 10 or more employees, if the value of the contract is a minimum of \$1,000,000, certify it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

17. Each Party to this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.
18. It shall be a material breach of this Agreement for a Party to fail to observe or perform any of the material covenants, warranties, conditions or provisions of this Agreement, where such failure shall continue for a period of thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of such failure; provided, however, that such failure shall not be a Default if the defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion. The total aggregate cure period shall not exceed ninety (90) days unless the Parties otherwise agree in writing. In the event of Default, the non-defaulting Party, at its option, may terminate this Agreement without waiving any available remedies at law or in equity
19. All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 W. Durango Street
Phoenix, Arizona 85009

City of Avondale
Attn: City Manager
11465 West Civic Center Drive
Avondale, Arizona 85323

Either Party may by written notice to the other specify a different address for notice. All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular or certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by commercial delivery service performed with receipt. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight delivery service that guarantees next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier for delivery.

20. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing bodies of the Parties in such fiscal year.

21. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement.
22. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
23. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
24. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
25. The Parties will execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.
26. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
27. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF AVONDALE

Recommended by:

City Manager Date

Approved and Accepted by:

Mayor Date

Attest by:

City Clerk Date

APPROVAL OF CITY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. 11-952, as amended, by undersigned Counsel, who has determined that it is in proper form and within the powers and authority granted to the Avondale City Council under the laws of the State of Arizona.

City Attorney Date

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

Jennifer Toth, P.E. Date
Transportation Director

Approved and Accepted by:

Chairman Date
Board of Supervisors

Attest by:

Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. 11 952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

Deputy County Attorney Date

CITY COUNCIL REPORT

SUBJECT: Resolution 1100-1221 - Grant-In-Aid Agreement with Tohono O'odham Nation

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

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

This agreement and related funding will help promote safety and environmental education in the Tres Rios Wetlands.

PURPOSE:

City Council will consider a request to adopt Resolution 1100-1221, accepting a Grant-In-Aid Agreement with the Tohono O'odham Nation in the amount of \$51,322 and authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution. The Council will take appropriate action.

BACKGROUND:

Earlier this year, staff applied for a Grant-In-Aid from the Tohono O'odham Nation for Safety and Environmental Education Enhancements to the Tres Rios Wetlands. The grant will replace existing signage and add new signage to the popular outdoor recreation and nature area.

DISCUSSION:

In conformance with initiatives outlined in the 2021 Avondale Strategic Plan and the 2017 Parks, Recreation and Trails Master Plan Update, the City strongly desires to promote and expand Avondale's natural assets such as parks, trails, rivers, and wilderness areas to residents, visitors, and businesses.

The Grant-In-Aid from the Tohono O'odham Nation will allow the Parks and Recreation Department to complete safety and environmental education enhancements to Tres Rios recreation area. Currently facing many challenges, the Tres Rios has seen an increase of litter, pollution, and vandalism to trail markers and

signage, compromising the facility's recreation potential. This funding will provide trail enhancements, benches, and environmental education signage, making Tres Rios a more inviting space for residents and visitors to explore and enjoy.

BUDGET IMPACT:

No matching funds were required for this grant-in-aid and all funds will be used for the intended purpose of the grant.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing the Grant-In-Aid Agreement with the Tohono O'odham Nation in the amount of \$51,322 and authorize staff to take the necessary actions to execute the terms of the agreement.

RESOLUTION NO. 1100-1221

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA,
AUTHORIZING THE ACCEPTANCE OF GRANT FROM THE TOHONO
O'ODHAM NATION FOR PROPOSITION 202 FUNDING RELATING TO
PUBLIC SAFETY AND APPROVING A GRANT-IN-AID AGREEMENT
RELATING TO THE GRANT.

WHEREAS, the Tohono O'Odham Nation (the "Nation") has awarded the City of Avondale (the "City") a grant in the amount of \$51,322.00 for Proposition 202 project funding relating to safety and environmental education enhancements to Tres Rios Wetlands (the "Grant"); and

WHEREAS, the Mayor and Council of the City of Avondale ("City Council") desire to accept the Grant funds.

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

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

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in the amount of \$51,322.00 and (ii) the execution of the Grant-in-Aid Agreement with the Nation relating to the acceptance and administration of the Grant funds (the "Agreement") in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 13, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1100-1221

[Agreement]

See following pages.

**GRANT-IN-AID AGREEMENT
BETWEEN
TOHONO O'ODHAM NATION
AND
CITY OF AVONDALE**

THIS GRANT-IN-AID AGREEMENT ("Agreement") is between the Tohono O'odham Nation, a federally recognized Indian tribe (the "Nation"), and the City of Avondale, a political subdivision of the State of Arizona ("City").

RECITALS

A. The Nation desires to convey to City a portion of its annual 12% local revenue-sharing contribution ("Contribution") to be used by City for services that benefit the general public.

B. The Constitution of the Tohono O'odham Nation, Article VI, Section 1(f) provides that the Tohono O'odham Legislative Council is authorized to negotiate and conclude agreements on behalf of the Nation with Federal, State, and local governments.

C. The Constitution of the Tohono O'odham Nation Article VII, Section 2(f) provides that the Chairman of the Nation is the official representative of the Nation; and as such, upon passage of a Resolution by the Legislative Council approving of any agreement with Federal, State, and local governments, the Chairman is authorized to sign such agreements on behalf of the Nation.

D. Under ARIZ. REV. STAT. § 5-601.02(H)(4), City may receive monies from the Nation for services identified by the Nation that benefit the general public, including public safety, mitigation of gaming impacts, and promotion of commerce and economic development.

E. The City is authorized by ARIZ. REV. STAT. § 11-951 through § 11-954 to enter into agreements for joint or cooperative actions with public agencies.

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution, as hereinafter defined.
2. **Contribution.** On execution of this Agreement, the Nation will issue payment to the City in the amount described in Schedule A (the "Contribution") for the purpose(s) detailed in Schedule A.

3. Disbursement of Contribution.

- a. Disbursing Contribution and Recordkeeping.** The City is responsible for disbursing the Contribution consistent with this Agreement. Within a reasonable time following receipt of the Contribution from the Nation, the City shall distribute the Contribution per City policies and procedures governing the disbursement of these funds. The City shall keep and maintain records relating to the disbursements and this Agreement.
- b. Post-Disbursement Responsibilities.** When applicable, the parties agree that the City will be acting as a conduit for distribution of the Contribution to non-City recipients. Upon distribution of the Contribution to non-City recipients, the City shall have no further responsibility to the Nation with respect to such funds or the use thereof by the non-City recipients. Therefore, upon the City's disbursement of the Contribution to a non-City recipient, the Nation shall release the City from any and all claims, demands, debts, liabilities, or obligations that may arise in the event that a non-City recipient fails to expend the Contribution in accordance with this Agreement. The Nation further agrees that the City shall have no obligation to reimburse the Nation the amount of the Contribution after the City disburses the Contribution to a non-City recipient and that the Nation shall look solely to the non-City recipient for repayment of the Contribution if the Contribution is not used for the intended purposes.

4. Term and Termination.

- a. Effective Date.** This Agreement shall become effective when all parties have signed below. The date this Agreement is signed by the last party, as indicated by the date associated with the party's signature, shall be deemed the Effective Date.
- b. Term.** This Agreement shall commence upon the Effective Date and will continue for twelve (12) months unless terminated earlier ("End Date"). The Nation, in its discretion, may approve in writing any request by the City for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.
- c. Termination by Nation.** The Nation may terminate this Agreement with or without cause at any time by providing the City fifteen (15) days advance notice in writing. If the Nation terminates this Agreement after the City receives the Contribution but before the City disbursed the Contribution, the Nation shall include in the notice of termination specific instructions regarding disposition of the Contribution.
- d. Termination by City.** All parties acknowledge that this Agreement may be subject to cancellation by the City per ARIZ. REV. STAT. § 38-511.

5. Money Unclaimed. If the City fails to accept the Contribution on or before December 19, 2021, this Agreement will be deemed to have been terminated by the City and the Nation will award the Agreement Contribution to another local government entity.

6. Monitoring, Review, and Audit. If applicable, the Nation may monitor and review the non-City Recipients' use of their portions of the Contribution as well as the non-City recipients' performance of the projects funded thereunder, and their compliance with this

Agreement, which may include onsite visits to assess the non-City recipients' governance, management and operations, to discuss the non-City recipients' programming and finances, and review relevant financial and other records and materials related to the non-City recipients' use of their portion of the Contribution. In addition, the Nation may conduct audits, including onsite audits, at any time during the term of this Agreement, and within three years after the Contribution has been fully spent by the non-City recipients. Any onsite visit or audit shall be conducted at the Nation's expense, following prior written notice, during normal business hours, and no more than once during any twelve (12) month period.

7. **Dispute Resolution.** The parties mutually agree that any disputes arising pursuant to this Agreement shall be resolved through informal dispute resolution. For all disputes arising under this Agreement the Nation and the City shall first attempt to negotiate a resolution. All disputes that cannot be resolved through informal dispute resolution shall be resolved in the Courts of the Nation, subject to the laws of the Nation.
8. **Reports:** Upon request by the Nation, the City shall submit a final report to the Nation within 30 days of the End Date of this Agreement explaining how and when the funds provided under this Agreement were used. This report may be in the form of an affidavit signed by an officer of the City and may be accompanied by supporting documentation. The report must address: (i) changes in the scope of the project or purchase funded under this Agreement, (ii) the total expenses under the project or purchase funded by the Agreement, (iii) a brief description of who has benefited from this Agreement, and (iv) the City's next steps with regard to the project or purchase made under this Agreement. The City is not required to provide reports about use of the Contribution by non-City recipients.
9. **Notices.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to the Nation:

Ned Norris, Chairman
Tohono O'odham Nation
P.O. Box 837
Sells, Arizona 85634
Phone: (520) 383-2028
Fax: (520) 383-3379

and

Executive Counsel
Tohono O'odham Nation
P.O. Box 837

Sells, Arizona 85634
Phone: (520) 383-2028
Fax: 520-383-3379

If to the City:

Charles Montoya, City Manager
11465 W. Civic Center Drive
Avondale, Arizona 85323
Phone: (623) 333-1011

and

Nicholle Harris, City Attorney
11465 W. Civic Center Drive
Avondale, Arizona 85323
Phone: (623) 333-1514

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

- 10. Entire Agreement, and Amendments.** This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incident hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.
- 11. Relationship.** The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. The parties do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship which would impose liability upon one party for the act or failure to act of the other party.
- 12. No Waiver.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- 13. Severability.** If any provision of this Agreement shall be found invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- 14. Counterparts and Electronic Signatures.** This Agreement is executed in duplicate originals. Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will

constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

15. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of either party's sovereign immunity in any forum or jurisdiction.

This Agreement is signed on behalf of the parties:

“CITY”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles Montoya, City Manager

Date

ATTEST:

Marcella Carrillo, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she has reviewed the above agreement on behalf of her client and (ii) as to her client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Nicholle Harris, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“NATION”

TOHONO O’ODHAM NATION,
a federally recognized Indian Tribe

Dr. Ned Norris, Jr., Chairman

Date

ATTEST:

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the Constitution of the Tohono O’odham Nation and the laws of the State of Arizona.

Howard M. Shanker, Attorney General

**SCHEDULE A
TO
GRANT-IN-AID AGREEMENT
BETWEEN
TOHONO O’ODHAM NATION
AND
CITY OF AVONDALE**

Program	Project	Contribution
1. City of Avondale Parks and Recreation Department	Safety and Environmental Education Enhancements to Tres Rios Wetlands	\$51,322.00
	Total	\$51,322.00

CITY COUNCIL REPORT

SUBJECT: Resolution 1101-1221 - Biennial Grant Funding Agreement with the Arizona Sports and Tourism Authority

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

Diverse Recreation and Entertainment Opportunities - Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle. This agreement will create additional outdoor recreation opportunities that support and promote healthy outdoor lifestyles at the Sand Volleyball Complex @ the BLVD.

Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government. This agreement will result in an expansion of outdoor recreation and sports opportunities for Avondale's youth and residents.

PURPOSE:

City Council will consider a request to adopt Resolution 1101-1221, accepting a Biennial Grant with the Arizona Sports and Tourism Authority in the amount of \$162,500 and authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution. The Council will take appropriate action.

BACKGROUND:

Earlier this year, staff applied for a Biennial Grant from the Arizona Sports and Tourism Authority for the construction of the Sand Volleyball Complex @ The BLVD. The grant will provide \$162,500 in funding support for the design, installation, and construction of the project.

DISCUSSION:

In conformance with initiatives outlined in the Avondale five-year Capital Improvement Plan and the 2017 Parks, Recreation and Trails Master Plan Update, the construction of a Sand Volleyball Complex was identified as a strategic infrastructure investment that will allow the city to provide better services to residents.

In an effort to resolve a significant shortage of sand volleyball facilities in Avondale, this project has become a high priority to enhance the recreational services for the growing youth, teen, and adult populations in the

West Valley. The Biennial Grant from the Arizona Sports and Tourism Authority will allow the Parks and Recreation Department to supplement the project budgets to construct a new Sand Volleyball Complex at the BLVD. Upon completion, this project will fully transform a 42,153 sqft vacant lot with a new installation of as many as four (4) competition sand volleyball courts outside the existing Randall McDaniel Sports Complex. This new installation will have a local and regional draw with an estimated reach of up to 20,000 athletes per year. With good proximity to local school properties, this location will become the home of interscholastic programming for youth and teens. In addition, the new sand volleyball courts will allow the City of Avondale Parks and Recreation team to expand recreational instruction for youth and teens, providing all skills levels the opportunity to play and grow the sport.

BUDGET IMPACT:

The \$162,500 grant funds represent approximately 12.8% of the total Project Costs of \$1,269,261.00 with the remaining balance to be provided by the City. The remaining project funds are identified in the city's five-year Capital Improvement Plan budget for FY2022 and FY2023 implementation.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing the acceptance of a Biennial Grant with the Arizona Sports and Tourism Authority in the amount of \$162,500 and authorize staff to take the necessary actions to execute the terms of the agreement.

RESOLUTION NO. 1101-1221

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE
ARIZONA SPORTS AND TOURISM AUTHORITY RELATING TO THE
CONSTRUCTION OF A SAND VOLLEYBALL COMPLEX.

WHEREAS, the Arizona Sports and Tourism Authority (the “AZSTA”) has awarded the City of Avondale (the “City”) a grant in the amount of \$162,500.00 for project funding relating to the construction of a sand volleyball complex at The BLVD (the “Grant”); and

WHEREAS, the Mayor and Council of the City of Avondale (“City Council”) desire to accept the Grant funds.

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

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

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed \$162,500.00 and (ii) the execution of the FY2022 Biennial Grant Funding Agreement with AZSTA relating to the acceptance and administration of the Grant funds (the “Agreement”) in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
December 13, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1101-1221

[Agreement]

See following pages.

YOUTH AND AMATEUR SPORTS

FY2022 BIENNIAL GRANT FUNDING AGREEMENT

By and Between

**TOURISM AND SPORTS AUTHORITY d/b/a
THE ARIZONA SPORTS AND TOURISM AUTHORITY,**

and

City of Avondale

Pertaining To

Sand Volleyball Complex @ The BLVD

Effective January 1, 2022

THIS YOUTH AND AMATEUR SPORTS FY2022 BIENNIAL GRANT FUNDING AGREEMENT (the "Agreement") is made to be effective as of the 1st day of **January, 2022** (the "Effective Date") by and between City of Avondale, a[n] Municipality (hereinafter called the "Recipient" or a "Party"), and the TOURISM AND SPORTS AUTHORITY d/b/a THE ARIZONA SPORTS AND TOURISM AUTHORITY, existing pursuant to the provisions of Arizona Revised Statutes ("A.R.S.") §§ 5-801 et seq., as the same may be modified or amended (collectively, the "Act"), as a corporate and political body of the State of Arizona and, except as otherwise limited, modified or provided by the Act, as a tax levying public improvement district (hereinafter called the "Authority" or a "Party"). The Recipient and the Authority are sometimes hereinafter collectively called the "Parties."

RECITALS

A. Pursuant to A.R.S. § 5-804, the Authority is authorized to enter into contracts and agreements as necessary to carry out the purposes and requirements of the Authority.

B. Pursuant to A.R.S. § 5-809(A), the Authority is authorized to: (i) provide funds to acquire land or construct, finance, furnish, improve, market or promote the use of community youth and amateur sports facilities, recreational facilities and other community facilities or programs in Maricopa County; and (ii) do all things necessary or convenient to accomplish those purposes.

C. The Recipient has agreed Sand Volleyball Complex @ The BLVD (hereinafter more particularly defined below as the "Project") to be used for community youth and amateur sports and recreation activities.

D. Pursuant to A.R.S. § 5-809(B), the Board of Directors of the Authority (the "Authority Board") must require that the Recipient contribute to the development of the Project that amount that is equal to a minimum of one-half of the funds to be contributed, spent or distributed by the Authority with respect to the Project.

E. The Authority Board has determined that the Authority will, pursuant to this Agreement, provide partial funding for the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual obligations of the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties acknowledge and agree as set forth in this Agreement:

ARTICLE I DEFINITIONS

Section 1.1 Unless otherwise defined in this Agreement, following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

- (a) "Act" means A.R.S. Title 5, Chapter 8, as amended.

(b) “Authority Contribution” means a maximum of **\$162,500.00** based on the Project Costs. This represents approximately **12.8027%** of the total Project Costs of **\$1,269,261.00** *with the remaining balance to be provided by the Recipient* (see Recipient Contribution) provided, however, that the total Authority Contribution shall not exceed the dollar amount equal to two thirds (2/3) of the Project Costs (as defined below). A reduction in the Project Costs will reduce the Authority Contribution on a pro-rata basis. An increase in the Project Costs will not increase the Authority Contribution but will be an obligation of the Recipient. _____ (Recipient’s Initials)

(c) “Authority Representative” means the person or persons designated by the Authority to act on its behalf.

(d) “Completion Date” means 12/31/2022.

(e) “Contractor” means any person or entity entering into a Project Contract or other agreement associated with development of the Project.

(f) “Event of Default” means any one of the events described in Sections 9.1 and 9.2.

(g) “Project” means the project undertaken by the Recipient for or in connection with a youth and amateur sports and recreational facility consisting generally of _____, all as more particularly set forth and described in the Project Scope.

(h) “Project Contract” means any agreement or agreements for the design, development, acquisition, installation, implementation and construction of all or a substantial part of the Project by and between a Contractor and the Recipient.

(i) “Project Costs” means the total costs for development, design, survey, land acquisition, installation, construction, engineering, construction administration and expenses directly related to the Project, all as set forth on Exhibit B attached hereto and made a part hereof together with such costs as may result from a change of plans pursuant to Section 4.2 of this Agreement.

(j) “Project Scope” means the plans and specifications or other descriptions for the Project, as set forth on Exhibit A attached hereto and made a part hereof, together with such other plans and specifications or other descriptions which are hereafter prepared by and for the Recipient and approved by the Authority pursuant to Section 4.2(a) of this Agreement.

(k) “Project Start Date” means the Effective Date.

(l) “Recipient Contribution” means the Project Costs less the Authority Contribution.

(m) “Recipient Representative” means the person or persons designated by the Recipient to act on its behalf.

(n) “YAS Account” means the youth and amateur sports facilities account created pursuant to A.R.S. § 5-838 and maintained by the Authority.

ARTICLE II PURPOSE; TERM

Section 2.1 Purpose. The purpose of this Agreement is to provide for the following:

- (a) The design, development, acquisition, installation, implementation and construction of the Project; and
- (b) The respective rights and obligations of the Parties with respect to the Project.

Section 2.2 Term; Survival. This Agreement shall be in full force and effect upon the Effective Date and shall continue in full force and effect and shall be binding on the Parties until completion of the Project. Notwithstanding anything contained in this Agreement to the contrary, the Parties agree that the rights and obligations of the Parties contained in Article 6 hereof shall survive termination of this Agreement.

Section 2.3 Notice of Award. The Recipient shall promptly notify the Authority in writing and provide written evidence of the award of the first Project Contract.

ARTICLE III OBLIGATIONS OF THE PARTIES

Section 3.1 Recipient Contribution. The Recipient shall fully fund or cause to be funded the Recipient Contribution. The Recipient shall document and provide evidence as part of Exhibit C from all sources totaling the Recipient Contribution.

Section 3.2 Recipient Representative. The Recipient shall designate **Bryan Hughes, Director, Parks and Recreation Department, City of Avondale**, as the Recipient Representative.

Section 3.3 Authority Contribution; Payments.

(a) From funds lawfully deposited or to be deposited in the YAS Account the Authority shall deliver the Authority Contribution to the Recipient on a pro-rata, reimbursement basis as expenditures for Project Costs are incurred. The Recipient, prior to delivery of funds by the Authority, shall present to the Authority's satisfaction sufficient documentary evidence of all expenditures requiring reimbursement. The Recipient shall use the form "Project Cost Reimbursement Request Form" (set forth on Exhibit E) to create the reimbursement request. This form may also be available for download at www.az-sta.com.

(b) The Authority Contribution is restricted and shall not be used for expenditures related to fixed overhead/administrative expenses (e.g. salaries, rent, utilities, etc.), loans or endowments, conferences, individuals, golf tournaments or benefit tables, travel expenses, capital campaigns, funding to maintain the sustainability of an organization or program, or anything else deemed by the Authority, in its sole and absolute discretion, as not serving the youth and amateur sports community within Maricopa County.

(c) Except as otherwise provided herein, no obligation of the Authority under or arising out of this Agreement or any document executed by the Authority in connection with the Project

shall impose, give rise to or be construed to authorize or permit a debt or pecuniary liability, or a charge against the general credit of the Authority. After the Authority has delivered to the Recipient the Authority Contribution as required by Section 3.3(a) above, the Authority shall have no further obligation to contribute to payment of the Project Costs. The Authority makes no representation or warranty express or implied that sufficient funds will be deposited into the YAS Account to fund the Authority Contribution or that the Authority Contribution, together with the anticipated Recipient Contribution, will be sufficient to pay the Project Costs. The Recipient understands and agrees that it is responsible for funding all of the Projects Costs notwithstanding any Authority Contribution.

(d) A reduction in the Project Costs shall proportionately reduce the Authority Contribution. An increase in the Project Costs shall not increase the Authority Contribution but will be an obligation of the Recipient who must provide evidence to the Authority that these funds have been secured prior to the work related to the increase being undertaken. _____ (Recipient's Initials).

Section 3.4 Authority Representative. The Authority shall designate Heather Rayfield, Grants Manager, as the Authority Representative. Her contact information is One Cardinals Drive, Glendale, AZ 85305 or heather@az-sta.com.

Section 3.5 Obligation of the Recipient to Complete the Project. The Recipient shall complete the Project in accordance with the Project Scope (as such Project Scope may be modified or amended pursuant to Section 4.2 hereof).

ARTICLE IV PROJECT COSTS AND PROJECT SCOPE

Section 4.1 Changes in Project Costs. Any increase in the Project Costs because of a change in Project Scope provided by Section 4.2 shall not increase the Authority's financial obligation beyond the Authority Contribution in any manner.

Section 4.2 Project Scope.

(a) Changes to Project Scope. As to any part of the Project Scope not finalized or completed as of the Effective Date and any change in the Project Scope after the Effective Date shall be submitted to the Authority for review and written approval of the Authority Representative. Notwithstanding the foregoing, changes to the Project Scope that are less than ten percent of the Project Costs or \$10,000, whichever is smaller, shall not require the approval of the Authority.

(b) Changes to Project Start and Completion Dates. The project must be completed by the Completion Date. Any change to the Project which will delay the Project Start Date or the Completion Date by more than thirty (30) days shall be submitted to the Authority for review and written approval by the Authority Representative. Included in the extension request should be the revised Project Start Date or Completion Date and explanation of the reason for the change. _____ (Recipient's Initials).

ARTICLE V DEVELOPMENT OF THE PROJECT

Section 5.1 Development of the Project. The Recipient shall promptly commence and diligently pursue the Project to completion in accordance with the Project Start Date and the Completion Date. The Recipient shall perform such duties as may be necessary to complete development of the Project pursuant to the Project Scope and in a good and workmanlike manner and all in full compliance with all applicable laws, zoning ordinances, municipal ordinances, regulation and orders of federal, state, county, municipal and other local and regulatory authorities of every kind and with all covenants, conditions and restrictions affecting the Project.

Section 5.2 Acknowledgement of Authority Contribution. The Recipient will indicate or will cause to be indicated, on all construction and permanent signage at the Project, that the Authority has provided partial funding for construction of the Project. ____ (Recipient's Initials).

Section 5.3 Owner's Policy. The Recipient shall maintain an "Owners and Contractors Protective Liability" insurance policy or some other appropriate insurance policy with a coverage amount equal to the full amount of the estimated Project Costs (the "Recipient's Policy"). The Authority shall be named as an additional insured under the Recipient's Policy. ____ (Recipient's Initials).

ARTICLE VI MANAGEMENT, OPERATION AND MAINTENANCE

Section 6.1 Management, Operation and Maintenance by the Recipient. The Recipient, at its own cost and expense, shall manage, operate, maintain and insure the Project in a manner in compliance with law and good operating practices over the course of the useful life of the Project. The Parties agree that the Project has a minimum useful life of __ years.

Section 6.2 Reimbursement of the Authority Contribution. If the Authority reasonably determines that the Recipient has not or is not able to maintain and preserve the Project so that the minimum useful life is achieved, the Authority has the right to be reimbursed, on a straight-line, pro-rata basis, for its Authority Contribution. The Authority must notify the Recipient in writing of its determination and its request for reimbursement. The Recipient will be granted up to sixty (60) days to remedy the situation after which the Authority will reasonably determine whether or not a remedy has been implemented or to require reimbursement. If reimbursement is required, the reimbursement amount will be calculated by the Authority as the Authority Contribution less the Authority Contribution divided by the minimum useful life in years times the number of actual years of useful life achieved from the Completion Date. The Recipient shall deliver the reimbursement to the Authority within thirty (30) days of the Authority's final written decision to the Recipient.

Section 6.3 Maintenance of Required Insurance. The Recipient shall maintain insurance in an amount and with the terms and conditions sufficient to fully cover all losses related to the Project. The Recipient shall name the Authority as an additional insured for all such policies.

Section 6.4 Books and Records Maintained by the Recipient. Subject to applicable law, during development of the Project and for a period of five (5) years after the Completion Date,

Recipient shall at all times keep accurate and complete books, records and accounts with respect to all of Recipient's activities related to the Project, such books, records and accounts to be maintained at Recipient's principal place of business. Subject to applicable laws, during development of the Project and for a period of five (5) years after completion of the Project, Authority, or any persons designated by it, shall have the right, without hindrance or delay, but only upon three (3) days prior written notice and during normal business hours, to inspect, audit, check and make extracts from the Recipient's books, records and accounts, including, without limitation, all journals, orders, receipts and any correspondence and other data relating to the books, records and accounts related to the Project as may be maintained, generated or stored; provided, however, that at any time after such five (5) year period the Authority requests reasonable access to the Recipient's books, records and accounts, the Recipient shall not deny the Authority reasonable access. Recipient hereby irrevocably authorizes any person, including, without limitation, any of Recipient's employees or agents, having possession or control of any such books, records and accounts to make them available for the Authority's inspection upon Authority's request or, at the option of the Authority, make any computer programs or mechanical devices or program related thereto and related to the Project available to the Authority.

Section 6.5 No Assignments or Changes in Use. The Recipient shall not sell, convey, transfer, assign, dispose of or further encumber the Project or any part thereof or any interest therein or enter into any lease covering all or any portion thereof or an undivided interest therein, either voluntarily, involuntarily or otherwise, or enter into an agreement or contract to do so that would materially affect the Recipient's ability to fulfill its obligations under or carry out the transactions contemplated by this Agreement or operate and maintain the Project as a youth and amateur sports and recreational facility or that would materially affect the Authority's ability to exercise any of its rights set forth in this Agreement, without the prior consent of the Authority which consent shall be at the Authority's sole and absolute discretion. The Recipient shall give the Authority at least thirty (30) days prior written notice of any transaction that would require the consent of the Authority pursuant to this Section 6.5.

Section 6.6 No Liens on the Project. With the exception of liens which the Recipient is actively contesting or which allow periodic payments leading to their complete satisfaction so long as such payments are not in default, if any, the Recipient shall not create or place, permit to be created or placed or, through any act or failure to act, acquiesce in the creation or placing of, or allow to remain, any mortgage, lien (statutory, constitutional or contractual), pledge, security interest, encumbrance or charge or conditional sale or other title retention agreement on the property, either real or personal, comprising the Project other than liens, encumbrances or conveyances consented to by the Authority which consent shall be at the sole and absolute discretion of the Authority.

Section 6.7 Monitoring and Reporting Requirements. The Authority Representative, or a duly appointed agent of the Authority, shall monitor and inspect the progress of the Project during the course of development and construction as well as during the expected useful life of the Project.

(a) Monthly Report. The Recipient shall, during the course of development and construction and/or acquisition of the Project, provide the Authority with a monthly progress report (the "Monthly Reports"). The Monthly Report shall be provided to the Authority by no later than the fifteenth (15th) day of the following month. The Recipient shall use the Project Progress Reporting

Form set forth on Exhibit D or as may be made available through the Authority's website (www.az-sta.com) in order to provide the Authority with Project progress information as defined in the template in addition to digital photographs. The Authority may withhold payment of reimbursement requests if complete and accurate Monthly Reports are not filed with the Authority as required.

_____(Recipient's Initials).

(b) Wrap-Up Report. The Recipient shall provide to the Authority a final report using the Project Progress Reporting Form (Exhibit D) within thirty (30) days of the Completion Date, to coincide with the final reimbursement request to the Authority.

(c) Sending the Monthly and Wrap-Up Reports. The monthly and wrap-up reports shall be transmitted electronically to the Authority along with applicable digital photographs to the following email address: heather@az-sta.com, or to such other address as is proscribed by the Authority.

ARTICLE VII WARRANTIES, REPRESENTATIONS AND COVENANTS

Section 7.1 Representations, Warranties and Covenants by the Recipient. The Recipient represents and warrants to, and covenants with, the Authority that:

(a) The Recipient is a political subdivision of the State of Arizona, duly organized and existing under the laws of the State of Arizona, and has full legal right, power and authority to: (i) enter into this Agreement and (ii) carry out and consummate the transactions contemplated by this Agreement;

(b) The Recipient's Board of Directors (i) has duly authorized and approved the execution and delivery of, and the performance of its obligations under this Agreement and (ii) has duly authorized and approved the consummation of all other transactions contemplated by this Agreement;

(c) This Agreement has been duly executed and delivered by the Recipient and is a legal, valid and binding agreement of the Recipient enforceable in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws in effect from time to time affecting the rights of creditors generally and subject to the availability of equitable relief;

(d) The consummation of the transactions contemplated in this Agreement does not conflict with or constitute a breach of or default under any provision of applicable law or administrative regulation of the State of Arizona or the United States of America or any department, division, agency or instrumentality thereof or any applicable judgment or decree or any loan agreement, bond, note, resolution, ordinance, indenture, agreement or other instrument to which the Recipient is a party or may be otherwise subject, to the extent that such conflict, breach or default would materially adversely affect or impact the terms or performance of this Agreement;

(e) The Recipient is not in material breach of or material default under any loan agreement, bond, note, resolution, ordinance, indenture, agreement or other instrument to which the Recipient is a party or may be otherwise subject and no event has occurred and is continuing that

constitutes, or that with the passage of time or the giving of notice or both would constitute, a material breach of or a material default under any such agreement, to the extent that such conflict, breach or default would materially adversely affect or impact the terms or performance of this Agreement or any of the transactions contemplated by this Agreement;

(f) There are no events or conditions, either in any single case or in the aggregate, that materially adversely affect or in the future might materially affect the Recipient's condition, financial or otherwise, or materially affect the Recipient's ability to fulfill its obligations under or carry out the transactions contemplated by this Agreement; and

(g) The Recipient has made or will make all required filings with and has obtained all material approvals, consents and orders of any government authority, board, agency or commission having jurisdiction that would constitute a condition precedent to the performance by the Recipient of its obligations under this Agreement.

Section 7.2 Representations, Warranties and Covenants by the Authority. The Authority represents and warrants to, and covenants with, the Recipient as follows:

(a) Except as otherwise modified by the Act, the Authority is organized and existing under the laws of the State of Arizona as a corporate and political body having all the rights, powers and immunities of a municipal corporation, and has full legal right, power and authority to (i) enter into this Agreement and (ii) carry out and consummate the transactions contemplated by this Agreement;

(b) Any and all hearings, ordinances and approvals prerequisite to the execution and delivery of this Agreement have been held, enacted or granted and in the processing thereof all notice and hearing requirements under applicable law have been fully complied with, including, but not limited to, open meeting laws of the State of Arizona;

(c) The Authority Board (i) has duly authorized and approved the execution and delivery of, and the performance of its obligations under this Agreement and (ii) has duly authorized and approved the consummation of all other transactions contemplated by this Agreement;

(d) This Agreement has been duly executed and delivered by the Authority and is a legal, valid and binding agreement of the Authority enforceable in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws in effect from time to time affecting the rights of creditors generally and subject to the availability of equitable relief;

(e) The consummation of the transactions contemplated in this Agreement will not conflict with or constitute a breach of or default under any provision of applicable law or administrative regulation of the State of Arizona or the United States of America or any department, division, agency or instrumentality thereof or any applicable judgment or decree or any loan agreement, bond, note, resolution, ordinance, indenture, agreement or other instrument to which the Authority is a party or may be otherwise subject, to the extent that such conflict, breach or default adversely affects or impacts the terms or performance of this Agreement, any of the transactions contemplated by this Agreement;

(f) The Authority is not in material breach of or default under any such provision, and no event has occurred and is continuing that constitutes, or that with the passage of time or the giving of notice or both would constitute, a breach of or a default under any such provisions, to the extent that such conflict, breach or default adversely affects or impacts the terms or performance of this Agreement or any of the transactions contemplated by this Agreement;

(g) There are no events or conditions that, either in any single case or in the aggregate, materially adversely affect or in the future might (so far as can reasonably be foreseen) materially affect the Authority's condition, financial or otherwise, or materially affect the Authority's ability to fulfill its obligations under or carry out the transactions contemplated by this Agreement; and

(h) The Authority has made or will make all required filings with and has obtained all material approvals, consents and orders of any government authority, board, agency or commission having jurisdiction that would constitute a condition precedent to performance by the Authority of its obligations under this Agreement.

ARTICLE VIII ASSIGNMENT

Section 8.1 This Agreement may not be assigned by the Authority or the Recipient without the prior written consent of the other Party.

ARTICLE IX EVENTS OF DEFAULT

Section 9.1 Recipient Events of Default. The following shall be "Events of Default" by the Recipient under this Agreement:

(a) If any warranty or representation of the Recipient contained herein shall prove to be false, misleading, untrue or incorrect in any material respect;

(b) If the Recipient breaches or defaults in the performance or observance of any covenant, promise, undertaking or agreement contained in this Agreement and fails to cure the same or fails to diligently and continuously pursue or perform the actions necessary to cure the same within thirty (30) days after written notice to the Recipient by the Authority of such breach or default; provided, however, if the failure stated in the written notice cannot be corrected within the applicable period, the Authority may consent to an extension of such time if corrective action is instituted by the Recipient as appropriate, within the applicable period and diligently pursued until the default is corrected. In no event shall the cure period set forth in this Section 9.1(b) be longer than one hundred eighty (180) days from the Recipient's receipt of notice of default from the Authority;

(c) If the Recipient (i) files a voluntary petition in bankruptcy, (ii) fails to promptly lift any execution, garnishment or attachment, (iii) is adjudicated as a bankrupt, (iv) fails or is unable to pay its debts generally as they become due, (v) admits in writing its inability to pay its debts, (vi) makes a general assignment for the benefit of creditors, (vii) enters into an agreement of composition with creditors, or files a petition applicable to the Recipient in any proceedings instituted under the

provisions of the federal bankruptcy statute, as amended, or under any similar acts that may hereafter be enacted, and such petition is not dismissed within sixty (60) days after service on the Recipient; or if a receiver or trustee or custodian has been appointed in any proceeding for all or substantially all of the Recipient's property or assets; or if the Recipient has requested the appointment of such receiver, trustee or custodian; or if the Recipient is adjudged insolvent under any state insolvency law;

(d) If any suit or legal action materially affecting the Project, the construction of the Project or the operation and use of the Project is filed and the Recipient fails to take steps that the Authority, in its sole and absolute discretion, determines is satisfactory to defend or resolve such action within ninety (90) days after written notice to the Recipient by the Authority; or

(e) If the Project shall be damaged or destroyed by fire or other casualty, unless (i) the Recipient receives insurance proceeds or uses other funds sufficient to repair or restore the Project to its original condition and quality; and (ii) the Recipient promptly repairs or restores the Project no later than sixty (60) days after receipt of said funds.

Section 9.2 Authority Events of Default. The following shall be "Events of Default" by the Authority under this Agreement:

(a) If any warranty or representation of the Authority herein contained shall prove to be false, misleading, untrue or incorrect in any material respect;

(b) If the Authority breaches or defaults in the performance or observance of any of its covenants, promises, undertakings or agreements contained in this Agreement or fails to perform any requirements under the Act necessary to the satisfaction of its requirements hereunder and shall fail to cure the same or fails to diligently and continuously pursue or perform the actions necessary to cure the same within thirty (30) days after written notice to the Authority by the Recipient of such breach or default; provided, however, if the failure stated in the written notice cannot be corrected within the applicable period, the Recipient shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Authority, as appropriate, within the applicable period and diligently pursued until the default is corrected. In no event shall the cure period set forth in this Section 9.2(b) be longer than one hundred eighty (180) days from the Authority's receipt of notice of default from the Recipient; or

(c) If the Authority (i) files a voluntary petition in bankruptcy, (ii) fails promptly to lift any execution, garnishment or attachment, (iii) is adjudicated as a bankrupt, (iv) fails or is unable to pay its debts generally as they become due, (v) admits in writing its inability to pay its debts, (vi) makes a general assignment for the benefit of creditors, (vii) enters into an agreement of composition with creditors, or files of a petition applicable to the Authority in any proceedings instituted under the provisions of the federal bankruptcy statutes, as amended, or under any similar acts that may hereafter be enacted, and such petition is not dismissed within sixty (60) days after service on the Authority; or if a receiver or trustee or custodian has been appointed in any proceeding for all or substantially all of the Authority's property or assets; or if the Authority has requested the appointment of such receiver, trustee or custodian; or if the Authority is adjudged insolvent under any state insolvency law.

Section 9.3 Termination Related to Severed Provision. If any action, rule, law or decision of any legislative or administrative body or of any court should materially impair or materially and adversely affect the enforceability of any term or provision of this Agreement, the Authority and the Recipient shall take all steps necessary to contest the same and, if not successful in such contest, to extent permissible under applicable law, shall amend this Agreement to further the purpose and intent hereof.

ARTICLE X MISCELLANEOUS

Section 10.1 Waiver. In the event any covenant contained in this Agreement should be breached by any Party and thereafter waived by the other Party, such waiver shall be in writing and signed by an authorized representative of the Party granting the waiver and shall not be deemed to waive any other breach hereunder.

Section 10.2 Accuracy of Representations and Warranties. The Parties acknowledge that each and every representation and warranty in this Agreement shall be true and accurate as of the date of execution of this Agreement, shall constitute a material part of the consideration hereunder and shall survive the execution of this Agreement.

Section 10.3 Amendments. This Agreement may not be changed, modified or rescinded, except in writing, signed by the Parties hereto, and any attempt at oral modification of this Agreement shall be void.

Section 10.4 Notices.

(a) The Authority and the Recipient shall notify each other in writing:

(i) Promptly of any claim, demand, action, or dispute that involves the rights, interests, properties or obligations of the Parties, particularly those which involves the interpretation of any of the provision of, or the rights of the Parties under, this Agreement or any other claim, demand, action or dispute that may, directly or indirectly, materially affect the Project.

(ii) Immediately of the attachment or seizure, by process of law or otherwise, the Project or any monies held by either Party for the purpose of funding the Project.

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

As to the Authority: President, Chief Executive Officer
Tourism and Sports Authority
1 Cardinals Drive
Glendale, Arizona 85305
Attention: Thomas R. Sadler
Facsimile: (623) 433.7510

With a copy to: General Counsel
Tourism and Sports Authority
c/o Fennemore Craig, P.C.
2394 East Camelback Road, Suite 600
Phoenix, Arizona 85016
Attention: Sarah A. Strunk, Esq.
Facsimile: (602) 916-5527

As to the Recipient: City Manager
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323
Attention: Charles Montoya

With a copy to: City Attorney
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323
Attention: Nicholle Harris

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

Section 10.5 Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all agreements, oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement.

Section 10.6 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect.

Section 10.7 Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

Section 10.8 Governing Law. This Agreement shall be construed in accordance with the law of the State of Arizona.

Section 10.9 Disadvantaged Business Entities. The Authority has a strong desire and interest in encouraging disadvantaged business enterprises in the same manner and respect as for the multipurpose facility as contemplated by A.R.S. § 5-813. Therefore, the Authority strongly encourages the Recipient to consider implementing disadvantaged business enterprise participation goals for the design, engineering, construction and operation of the Project.

Section 10.10 Conflicts of Interest. The provisions of A.R.S. § 38-511 (cancellation of contracts with State or political subdivisions for conflict of interest) are applicable to this Agreement and the terms thereof are incorporated herein by this reference.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this____day
of _____, 2021.

"Recipient"

By: _____
Name: Charles Montoya
Title: City Manager

**APPROVED AS TO FORM AND IN
ACCORDANCE WITH A.R.S. §11-952(D)**

Nicholle Harris, City Attorney

"Authority"

**TOURISM AND SPORTS AUTHORITY
d/b/a THE ARIZONA SPORTS AND
TOURISM AUTHORITY**

Name: Thomas R. Sadler
Title: President, Chief Executive Officer

**APPROVED AS TO FORM AND IN
ACCORDANCE WITH A.R.S. §11-952(D)**

General Counsel

EXHIBIT A

PROJECT SCOPE

Estimated Project start date: 1/1/2022

Estimated completion date: 12/31/2022

Description (scope) of Project:

EXHIBIT B

PROJECT COSTS

Sent as a separate attachment



Name of Organization:

Project Item Description	Category	Cost \$
DEMO/ EARTHWORK	Construction/Renovation Hard Cost	\$ 141,031.80
CONCRETE	Construction/Renovation Hard Cost	\$ 113,292.03
FENCING	Construction/Renovation Hard Cost	\$ 68,829.49
FABRIC SHADES	Construction/Renovation Hard Cost	\$ 92,494.69
PLUBMING	Construction/Renovation Hard Cost	\$ 83,653.28
SITE FURNISHINGS	Construction/Renovation Hard Cost	\$ 40,218.90
ELECTRICAL	Construction/Renovation Hard Cost	\$ 114,850.46
RESTROOM	Construction/Renovation Hard Cost	\$ 266,500.00
GENERAL REQUIREMENTS	Construction/Renovation Hard Cost	\$ 66,971.54
DESIGN	Construction/Renovation Soft Cost	\$ 53,300.00
COEFFICIENT	Construction/Renovation Soft Cost	\$ 175,070.49
LANDSCAPING	Landscaping/Irrigation	\$ 53,048.42
Total		\$ 1,269,261.10

*AZSTA Contribution Percentage	12.8027%
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EXHIBIT C

RECIPIENT CONTRIBUTION SOURCES

Sent as a separate attachment

Capital Improvement Report

Project Number:	1000	Project Stage:	Funded / Planned
Title:	Sand Volleyball Courts		
Reason:	Enhanced Level of Service	Impact Fee Eligible?	No
Priority Rank:	16		
Scope:			

Installation of 2-4 new sand volleyball courts outside the east side of the existing American Sports Center (ASC) building. Initial design for two sand volleyball courts and related amenities was completed in Fiscal Year 2019-2020 from the original \$100,000 budget. Construction costs are estimated at \$450,000 for two sand volleyball courts. Completing the project with two additional sand volleyball courts and a restroom is estimated to cost an additional \$700,000.

Program improvements include sand volleyball courts, wrought iron fencing around perimeter, spectator seating, chilled drinking fountain, and landscaping improvements. Project improvements include electrical for lighting, concrete/flat work, fencing, ADA access and spectator areas, grading, earthwork, landscaping, plumbing, and security cameras. Staff is also recommending adding a restroom building for players and spectators estimated to cost is \$250,000.

The initial project has been designed through a Job Order Contract (JOC) and is ready for construction.

Justification:

The objective is to provide added recreational activity and to bring added visitors within the Boulevard and businesses in Avondale. The facility will be managed by the City and uses can be coordinated with ASC as court reservations and time allows.

Expenditures

Fund/Object	2021	Carryover	2022	2023	2024	2025	2026	2027-2031	10 Yr Total
Park Construction - Design/Engineering	\$265,000	\$0	\$103,000	\$0	\$0	\$0	\$0	\$0	\$103,000
Park Construction - Land Improvement	\$0	\$0	\$516,000	\$516,000	\$0	\$0	\$0	\$0	\$1,032,000
Park Construction - Technology - Hardware CAP	\$15,000	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$15,000
Totals	\$265,000	\$0	\$619,000	\$531,000	\$0	\$0	\$0	\$0	\$1,150,000

EXHIBIT D

SAMPLE PROGRESS REPORTING FORM

Required reporting form will be sent directly to recipient.



FY2022 Biennial Grant Progress Report



Organization Name:	
Describe the work that has been completed/implemented during this reporting period	
Reimbursement Checklist:	☐ Completed Progress Report ☐ Grant Reimbursement Form Completed in Excel ☐ Itemized Receipts/invoices clearly indicating the purchase date (PDF format). ☐ Proof of Purchase (credit card receipts, canceled check, bank statement, etc. in PDF Format).
Project Status:	☐ In Progress ☐ COMPLETE
Date Submitted:	
Submitted By:	
Title:	
Email Address:	

ALL checklist items must be received in order to process the reimbursement request. Submit reimbursement requests to Heather Rayfield at heather@az-sta.com. Please allow 10-15 business days once all required items are received.

Sample Project Cost Reimbursement Request Form

Date _____

CITY COUNCIL REPORT

SUBJECT: Resolution 1102-1221 - Authorizing Grant Acceptance from Governor's Office of Highway Safety for DUI/Impaired Driving Enforcement Overtime

MEETING DATE: 12/13/2021

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police, (623) 333-7235
Dale Nannenga, Chief of Public Safety, (623) 333-7207

THROUGH: Cherlene Penilla, Assistant City Manager, (623) 333-1015

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.
-

PURPOSE:

City Council will consider a request to adopt Resolution 1102-1221, authorizing a grant provided by the Governor's Office of Highway Safety (GOHS) in the amount of \$20,000, which will support the Police Department's funding of Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement Overtime throughout the City of Avondale and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Avondale Police Department continues to rely upon the Governor's Office of Highway Safety (GOHS) funding to support participation in DUI enforcement activities. The Avondale Police Department seeks to continue with its proud participation; however, the inability to fund the overtime necessary to address current issues with regard to impaired driving continues to restrain active and sustained enforcement.

Impaired driving occurs statewide and Avondale is no exception to the problem. Once a small agricultural community west of Phoenix, over the past decade Avondale's population has more than doubled. With this population growth, Avondale has seen an increase in restaurants, bars, and entertainment districts. These numerous bars and entertainment districts within Avondale are contributing factors to people driving while impaired. In addition, Avondale is a major hub for drivers as it borders Phoenix, Tolleson, Goodyear, and Litchfield Park.

DISCUSSION:

Funds would be utilized for DUI enforcement and employee-related expenses. The Avondale Police Department has increased their involvement in DUI task forces and has committed to hosting a minimum of three (3) DUI task forces and (3) DUI saturation patrols, per quarter for fiscal year 2022. The Avondale Police Department has also increased sustained activity within the City of Avondale and would benefit from this funding to keep impaired drivers off the street.

This funding would allow for the Avondale Police Department to use its resources to the fullest, from October 1, 2021 through September 30, 2022. This Agreement shall become effective on October 1, 2021 and shall terminate on September 30, 2022.

BUDGET IMPACT:

Staff is requesting authorization for the acceptance of Grant Funds for \$20,000 to provide overtime costs associated with the DUI/Impaired Driving Enforcement Overtime. There are no match requirements for this grant. Federal funds will support personnel services (overtime) expenses and DUI/Impaired Driving Enforcement laws throughout the City of Avondale.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing Avondale's acceptance of a grant in the amount of \$20,000 for the Avondale Police Departments DUI/Impaired Driving Enforcement, through the Governor's Office of Highway Safety Grant Program.

RESOLUTION NO. 1102-1221

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE
GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR DUI ALCOHOL
ENFORCEMENT OVERTIME PAY.

WHEREAS, the Governor's Office of Highway Safety ("GOHS") has awarded the City of Avondale (the "City") a grant in the amount of \$20,000.00 for project funding relating to overtime pay to support DUI alcohol enforcement (the "Grant"); and

WHEREAS, the Mayor and Council of the City of Avondale ("City Council") desire to accept the Grant funds.

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

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

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed \$20,000.00 and (ii) the execution of the GOHS Highway Safety Contract with GOHS relating to the acceptance and administration of the Grant funds (the "Agreement") in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
December 13, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1102-1221

[Agreement]

See following pages.



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Dale Nannenga
Avondale Police Department
11465 W. Civic Center Dr.
Avondale, Arizona 85323

PROJECT REFERENCE:
Contract Number: 2022-405d-005
Total Estimated Costs: \$20,000.00
Purpose of Project: DUI/Impaired Driving
Enforcement Overtime

Dear Chief Nannenga:

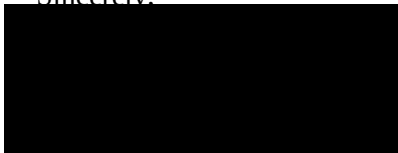
Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 22);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Charles Montoya, City Manager, City of Avondale, as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,



Alberto Gutier, Director
Governor's Highway Safety Representative

9-16-2021
Date

Enclosures

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3752230000405dAZM		Assistance Listings: 20.616
1.	APPLICANT AGENCY Avondale Police Department	GOHS CONTRACT NUMBER: 2022-405d-005
	ADDRESS 11485 W. Civic Center Dr., Avondale, AZ 85323	PROGRAM AREA: 405d
2.	GOVERNMENTAL UNIT City of Avondale	AGENCY CONTACT: Jonathon Martin
	ADDRESS 11465 W. Civic Center Dr., Avondale, AZ 85323	3. PROJECT TITLE: DUI/Impaired Driving Enforcement Overtime
4.	GUIDELINES: 405d	
5.	BRIEFLY STATE PURPOSE OF PROJECT: Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement Overtime throughout the City of Avondale.	
6.	BUDGET COST CATEGORY	Project Period FEY 2022
1.	Personnel Services	\$15,000.00
11.	Employee Related Expenses (33.33%)	\$5,000.00
111.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	\$20,000.00
PROJECT PERIOD FROM: Effective Date To: 09-30-2022 (Date of GOHS Director Signature)		
CURRENT GRANT PERIOD FROM: 10-01-2021 TO: 09-30-2022		
TOTAL FEDERAL FUNDS OBLIGATED THIS FFV: \$20,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 133

Total Population in city/town or county: 87,000

Total Road Mileage: Highway: 0 Local: 300 Total: 300

	2019	2018	2017
Total Crashes	1805	1722	1501
Total Injury Crashes	373	308	217
Total Fatal Crashes		4	2
Total Impaired-related Crashes	27	57	35
Total Impaired-related Serious Injuries	3	6	11
Total Impaired-related Fatalities		3	
Total Speed-related Crashes	447	439	375
Total Speed-related Serious Injuries	3	17	30
Total Speed-related Fatalities		4	1

The data above represents: County City/Town

Agency Problem/Attempts to Solve Problem:

The Avondale Police Department continues to rely upon the Governor's Office of Highway Safety (GOHS) funding to support participation in DUI enforcement activities. The Avondale Police Department seeks to continue with its proud participation; however, the inability to fund the overtime necessary to address current issues with regard to impaired driving continues to restrain active and sustained enforcement.

Impaired driving occurs statewide and Avondale is no exception to the problem. Once a small agricultural community west of Phoenix, over the past decade Avondale's population has more than doubled. With this population growth Avondale has seen an increase in restaurants, bars, and entertainment districts. These numerous bars and entertainment districts within Avondale are contributing factors to people driving while impaired. In addition, Avondale is a major hub for drivers as it borders Phoenix, Tolleson, Goodyear, and Litchfield Park.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement Overtime throughout the City of Avondale.

How Agency Will Solve Problem with Funding:

Funds would be utilized for DUI enforcement and employee related expenses. The Avondale Police Department has increased their involvement in DUI task forces and has committed to host a minimum of three (3) DUI task forces and (3) DUI saturation patrols, per quarter for fiscal year 2022. The Avondale Police Department has also increased sustained activity within the City of Avondale and would benefit from this funding to keep impaired drivers off the street.

PROJECT MEASURES:

Agency Goals:

To decrease the number of impaired driving-related crashes 15% from 12 during calendar year 2020 to 10 by December 31, 2022.

To decrease fatalities in impaired driving-related crashes 15% from 14 in calendar year 2020 to 12 by December 31, 2022.

To decrease injuries in impaired driving-related crashes 50 % from 6 in calendar year 2020 to 3 by December 31, 2022.

Contract Objectives:

To participate in a minimum of 3 DUI saturation patrols per quarter during FFY 2022.

To participate in a minimum of 3 DUI task force operations per quarter during FFY 2022.

Additional Contract Objectives:

1. To increase DUI arrests by 3 % above the Avondale Police Departments 2020 statistics of 187 to 193 by December 31, 2021.
2. To increase traffic stops by 3 % above the Avondale Police Departments 2020 statistics of 6264 to 6452 by December 31, 2021.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement Overtime throughout the City of Avondale.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

Avondale Police Department	<u>GOHS HIGHWAY</u> SAFETY CONTRACT	2022-405d-005
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The Avondale Police Department will maintain responsibility for reporting sustained enforcement activity in a timely manner. Additionally, it is the responsibility of the Avondale Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website no later than 10:00 a.m. the morning following each day of the event.

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Avondale Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Avondale Police Department	<u>GOHS HIGHWAY SAFETY CONTRACT</u>	2022-405d-005
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Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Avondale Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- Original signatures on all Quarterly Reports and RCIs
 - All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.

Report Schedule

Reporting Period	Due Date
1 st Quarterly Report and RCI (October 1 to December 31, 2021)	January 30, 2022
2 nd Quarterly Report and RCI (January 1 to March 31, 2022)	April 20, 2022
3 rd Quarterly Report and RCI (April 1 to June 30, 2022)	Jul 20, 2022
4 th Quarterly Report and RCI (Jul 1 to September 30, 2022)	October 15, 2022
Final Statement of Accomplishments	October 15, 2022

The Quarterly Report shall be completed on the form available on-line and can be submitted by email to the Governor's Office of Highway Safety.

Avondale Police Department	<u>GOHS HIGHWAY</u> SAFETY CONTRACT	2022-405d-005
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NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Dale Nannenga, Chief, Avondale Police Department, shall serve as Project Director.

Jonathon Martin, Lieutenant, Avondale Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. Electronically submitted RCIs will not be accepted. Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Avondale Police Department	<u>GOHS HIGHWAY</u> SAFETY CONTRACT	2022-405d-005
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Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation ➤
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	Ma have an In-House GOHS Review
\$300,000+	Ma have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 combined)	Ma have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

Avondale Police Department <u>GOHS HIGHWAY</u> SAFETY CONTRACT 2022-405d-005		
	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.	
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.	

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation ➤ Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

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The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$15,000.00
II.	Employee Related Expenses (ERE) (33.33%)	\$5,000.00
III.	Professional and Outside Services	\$0.00
V.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VL	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$20,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Avondale Police Department shall absorb any and all expenditures in excess of \$20,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

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This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC 401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

1. Project Monitoring, Reports, and Inspections
 - A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
 - B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
 - C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
 - D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.
11. Reimbursement of Eligible Expenses
 - A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

111. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS § 38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

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Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

x. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

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The Arizona Procurement Code (ARS {41-2501, et. seq.}) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees to comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time.

- A. Not to participate directly or indirectly in the discrimination prohibited by any Federal nondiscrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- B. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- C. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- D. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, Non-Discrimination in Employment by Government Contractors and Subcontractors. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS § 12-1518

Pursuant to ARS § 12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS § 35-214

Pursuant to ARS § 35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other

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non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a pan of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS § 38-511, the provisions of which are stated below.

In accordance with ARS § 38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

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<u>AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE</u>		

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. "401-404), ARS 528-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed, nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. {7501 et. seq.}, please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase

foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

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- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

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- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Melinda Tinney
Title: Accountant
Telephone Number: 623.333.2018
E-mail Address: mtinney@avondaleaz.gov

2. Agency's Fiscal Contact:

Name: Melinda Tinney
Title: Accountant

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Telephone Number: 623.333.2018
E-mail Address: mtinney@avondaleaz.gov
EIN: 86-6000233

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

City of Avondale

Warrant/Check to be mailed to:

City of Avondale

(Agency)

11465 W Civic Center Drive

(Address)

Avondale, AZ 85323

(City, State, Zip Code)

4. Unique Entity Identifier:

002486884

(Unique Entity Identifier)

11465 W Civic Center Drive Avondale, AZ 85323

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 3 1, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Avondale Police Department	<u>GOHS HIGHWAY</u> SAFETY CONTRACT	2022-405d-005
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Signature of Project Director:

Signature of Authorized Official of
Governmental Unit:

Dale Nannenga, Chief
Avondale Police Department

Charles A. Montoya, City Manager
City of Avondale

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. {405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS 28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405d, as approved for by the National Highway Traffic Safety Administration.

2. EFFECTIVE DATE:

Authorization to Proceed Date

\$20,000.00

AGREEMENT AND AUTHORIZATION TO PROCEED

by State Official responsible to Governor for the
administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

CITY COUNCIL REPORT

SUBJECT: Resolution 1103-1221 and 1104-1221 - Canvass of Election, Public Safety Personnel Retirement System Local Board Elections

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other.

PURPOSE:

City Council will consider a request to adopt Resolution 1103-1221, declaring and adopting the results of the Local Board Election held on November 18, 2021, electing Evan Titterington as a Board Member to the Public Safety Personnel Retirement System Local Fire Board; and adopt Resolution 1104-1221, declaring and adopting the results of the Local Board Election held on November 18, 2021, electing Ryan Myers as a Board Member to the Public Safety Personnel Retirement System Local Police Board and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On October 5, 2021, a Notice of Election was sent to all eligible employees and physically posted at the following locations:

- Police: Main Station, Cashion Sub-Station, Western Sub-Station; Northwest Police Sub-Station; and North Police Sub-Station
- Fire: Station 171, Station 172, Station 173, Station 174, Station 175; & Fire Admin

From October 5, 2021 through November 3, 2021, Notices of Interest were accepted through the City Clerk's Office.

DISCUSSION:

Pursuant to A.R.S. §38-893, each city or town participating in the Public Safety Personnel Retirement System (PSPRS) must establish a five (5) person Local Board, of which two are employees elected by secret ballot by members employed by the appropriate employer. The local board elections are conducted in accordance with Administrative Policy 65 - Public Safety Board Elections for Employees. Elected member terms are staggered

and elections are held in odd-numbered years.

On November 8, 2021, ballots were prepared and distributed to all eligible members of the Public Safety Personnel Retirement System local boards. Completed ballots were due back to the City Clerk's Office on November 18, 2021. On November 23, 2021, ballot counts for the election were conducted and election results were tallied using a two-person tally board from the City Clerk's Office.

It is hereby found, determined and declared of record that **Evan Titterington** received the majority of votes cast at the Election for the office of PSPRS Local Fire Board Member and **Ryan Myers** received the majority of votes cast at the Election for the office of PSPRS Local Police Board Member. The newly elected representatives will receive a Certificate of Election from the City Clerk.

BUDGET IMPACT:

There is no fiscal impact related to the local board elections.

RECOMMENDATION:

Staff recommends City Council adopt a Resolution declaring and adopting the results of the Public Safety Personnel Retirement System Election held on November 18, 2021 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

RESOLUTION NO. 1103-1221

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, CANVASSING AND ADOPTING THE RESULTS OF THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM LOCAL FIRE BOARD ELECTION HELD ON NOVEMBER 18, 2021.

WHEREAS, the City of Avondale (the “City”), Arizona, held an election on November 18, 2021 for the election of one Public Safety Personnel Retirement System Local Fire Board Member (the “Election”); and

WHEREAS, the Election returns, which include (i) the number of votes received by each candidate and (ii) the title of the office voted for and the names of each person voted for to fill each office, are attached hereto as Exhibit A and incorporated herein by reference, and have been presented for canvass by the City Council.

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

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

SECTION 2. The total number of eligible voters for the Election was 84; the total number of ballots cast at the Election, as shown in the Election returns, was 75; the total rate of return was 89%.

SECTION 3. The votes cast for the candidates for Board Member of the Public Safety Personnel Retirement System Local Fire Board were as follows:

Duell, Brad	21
Kalayasilpin, Casandra	11
Smith, Raymond	19
Titterington, Evan	24

SECTION 4. It is hereby found, determined and declared of record that Evan Titterington (i) received the majority of votes cast at the Election and (ii) shall be issued a certificate of election.

SECTION 5. This Resolution shall be in full force and effect immediately upon its adoption; a certified permanent copy of which shall be filed with the City Clerk, who shall maintain it as a permanent record.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 13, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1103-1221

Election Returns

Board Member – Public Safety Personnel Retirement System Local Fire Board

Duell, Brad	21	28%
Kalayasilpin, Casandra	11	15%
Smith, Raymond	19	25%
Titterington, Evan	24	32%
Total....	75	100.00%

RESOLUTION NO. 1104-1221

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, CANVASSING AND ADOPTING THE RESULTS OF THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM LOCAL POLICE BOARD ELECTION HELD ON NOVEMBER 18, 2021.

WHEREAS, the City of Avondale (the “City”), Arizona, held an election on November 18, 2021 for the election of one Public Safety Personnel Retirement System Local Police Board Member (the “Election”); and

WHEREAS, the Election returns, which include (i) the number of votes received by each candidate and (ii) the title of the office voted for and the names of each person voted for to fill each office, are attached hereto as Exhibit A and incorporated herein by reference, and have been presented for canvass by the City Council.

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

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

SECTION 2. The total number of eligible voters for the Election was 137; the total number of ballots cast at the Election, as shown in the Election returns, was 93; the total rate of return was 68%.

SECTION 3. The votes cast for the candidates for Board Member of the Public Safety Personnel Retirement System Local Police Board were as follows:

Armstrong, Jason	5
Lopez, Varney	18
Myers, Ryan	53
Piccirelo, Nicholas	17

SECTION 4. It is hereby found, determined and declared of record that Ryan Myers (i) received the majority of votes cast at the Election and (ii) shall be issued a certificate of election.

SECTION 5. This Resolution shall be in full force and effect immediately upon its adoption; a certified permanent copy of which shall be filed with the City Clerk, who shall maintain it as a permanent record.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 13, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1104-1221

Election Returns

Board Member – Public Safety Personnel Retirement System Local Police Board

Jason Armstrong	5	5%
Varney Lopez	18	20%
Ryan Myers	53	57%
Nicholas Piccirello	17	18%
Total....	93	100.00%

CITY COUNCIL REPORT

SUBJECT: Resolution 1105-1221 - Resolution 1106-1221 - Resolution 1107-1221 - Board & Commission Bylaw Changes

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:

City Council will consider a request to adopt: (a) Resolution 1105-1221, amending the bylaws of the Municipal Arts Commission; (b) Resolution 1106-1221, amending the bylaws of the Neighborhood and Family Services Commission; and (c) Resolution 1107-1221, amending the bylaws of the Sustainability Commission (Energy, Environment, and Natural Resources Commission) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In an effort to provide consistency in membership among the City's Board and Commission program, bylaw changes were proposed to the following City boards and commissions. All of the changes listed below were approved by the respective members in each board or commission.

On September 22, 2021, the Energy, Environment and Natural Resources Commission **approved** the following bylaw changes:

- Rename the Commission to the "Sustainability Commission",
- Reduce the member size from 9 regular members (with 2 alternate members) to 7 regular members (with 1 alternate member), and
- Permit at least one member to be between the ages of 13 and 17 years old).

On September 29, 2021, the Neighborhood and Family Services Commission **approved** the following bylaw changes:

- Reduce the member size from 9 regular members (with 2 alternate members) to 7 regular members (with 1 alternate member).

On September 21, 2021, the Municipal Art Committee **approved** the following bylaw changes:

- Require the Chair and Vice Chair to be a resident of the City of Avondale.
- Remove the ex-officio member title,
- Require two members to meet the following specific requirements:
 - Representative from the West Valley Arts Council
 - Representative from the Western Avenue Business and Arts District
 - Current Art Teacher of a school within the City of Avondale

DISCUSSION:

The proposed amendment would not impact current Board Members. Once a member terms out or resigns, the seat will be dissolved. The staff is supportive of these changes and believes they will help with recruitment, retention, and ensuring quorum is met.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council adopt the Resolutions amending the bylaws of the Municipal Arts Commission, the Neighborhood and Family Services Commission, and the Sustainability Commission (Energy, Environment, and Natural Resources Commission) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

REDLINED VERSIONS

**CITY OF AVONDALE
MUNICIPAL ART COMMITTEE BYLAWS
AMENDED AND RESTATED**

I. Name. The name of this organization shall be the *Avondale Municipal Art Committee* (the "Committee").

II. Powers and Duties of the Committee. The Committee shall:

A. Develop program guidelines and procedures and advise the City Council and City staff on matters and issues pertaining to the acquisition, maintenance and disposition of works of art, public art displays, monuments and memorials. This includes, but is not limited to, administering a public arts program, planning community arts events in conjunction with City Staff and maintaining an inventory of the City's public art. The Committee shall submit all projects that will require capital expenditures (a "Capital Project") to the City Council for conceptual approval before committing the funds. The Committee will then bring to the City Council a final recommendation on the Capital Project and its placement.

B. Administer the Municipal Arts Fund in carrying out program objectives established by the Committee. At the discretion of the City Council, an amount up to 1/2% of the General Funds transferred to the Capital Improvement Budget may be deposited in the Municipal Arts Fund annually through the budget process.

C. Set long-range program goals with an annual work plan for the Committee.

D. Recommend to the City Council the placement of publicly funded art, gifts or temporary use of loaned art and memorials and/or monuments.

E. Promote and advocate for the arts and other cultural activities including special cultural events.

F. Recommend to the City Council funding sources and possible grant opportunities pertaining to the arts.

G. Support the City Council goals and be consistent with the City's Strategic Plan, Priority Areas and General Plan.

III. Membership and Composition.

A. Number of Committee Members. The Committee shall be composed of seven regular members (collectively, the "Members"). The Committee shall also have one alternate member ("Alternate Member") ~~and two standing ex-officio members, who shall be representatives from the West Valley Arts Council, the Western Avenue Business and Arts District, or a current Art Teacher of a school within the City of Avondale ("Ex-Officio Members"). Art Teachers of schools outside of the City of Avondale may be considered upon approval by the Council Subcommittee for Boards, Commission and Committee.~~ The Alternate Member ~~and Ex-Officio Members~~ shall attend and may participate in Committee meetings, but shall not be authorized to vote at any Committee meeting, except as provided in Section V(E) below.

B. Membership Eligibility and Appointment. **EXCEPT FOR THE REPRESENTATIVE AND ART TEACHER MEMBERS**, each of the Members and the Alternate Member shall be Avondale residents and shall meet all eligibility criteria as outlined in the City Council Rules of Procedure. **AT LEAST TWO MEMBERS SHALL BE A REPRESENTATIVE FROM THE WEST VALLEY ARTS COUNCIL, A REPRESENTATIVE FROM THE WESTERN AVENUE BUSINESS AND ARTS DISTRICT, OR A CURRENT ART TEACHER OF A SCHOOL WITHIN THE CITY OF AVONDALE. ART TEACHERS OF SCHOOLS OUTSIDE OF THE CITY OF AVONDALE MAY BE CONSIDERED UPON APPROVAL BY THE COUNCIL SUBCOMMITTEE FOR BOARDS, COMMISSIONS, AND COMMITTEES. THE AFOREMENTIONED REPRESENTATIVES AND ART TEACHER** ~~The Ex-Officio Members~~ need not be residents of Avondale. The Committee welcomes both artists and patrons of the arts as Members or the Alternate Member. Appointment of Members **AND** the Alternate Member, ~~and Ex-Officio Members~~ shall be conducted according to the City Council Rules of Procedure.

C. Term. Unless appointed to fill a vacancy mid-term, each Member's or Alternate Member's term of office shall be three years, unless the Member or Alternate Member resigns sooner or is removed from his or her position.

D. Term Limits. No Member may serve more than two consecutive terms; provided, however, that a Member appointed to fill a vacancy may serve two consecutive terms after the conclusion of the unexpired term to which he or she was appointed.

E. Vacancy. Any vacancy on the Committee shall be filled for the unexpired term by the Alternate Member if one has been appointed by the City Council pursuant to the City Council Rules of Procedure. If the Alternate Member has not been appointed, the position shall remain vacant until a new Member is appointed by the City Council to fill the vacancy. In cases of a vacancy due to the expiration of a Member's term, the Member shall remain seated until a successor is appointed.

F. Attendance. All Members **AND** the Alternative Member, ~~and the Ex-Officio Members~~ are required to attend all Committee meetings, unless excused by the Chairperson. Three consecutive unexcused or unexplained absences from any regular or special meeting shall result in a vacancy in the position and shall be grounds for removal of the Member as outlined in Section G below.

G. Removal. Any Member **AND** the Alternate Member ~~or any Ex-Officio Member~~ may be removed upon a vote of not less than five City Council members for any cause as determined by the City Council in its sole discretion; provided, however, that in the case of removal of a Member, ~~an Ex-Officio Member~~ or the Alternate Member due to excessive absences, it shall be assumed that said Member, ~~Ex-Officio Member~~ or Alternate Member has chosen to forfeit his or her seat on the Committee.

IV. Committee Officers and Staff.

A. Chairperson and Vice-Chairperson. At the first regularly scheduled Committee meeting of each calendar year, the Committee shall annually elect a Chairperson and Vice-Chairperson from among the Members. **THE CHAIRPERSON AND VICE-CHAIRPERSON MUST BE AN AVONDALE RESIDENT.** The Chairperson and Vice-Chairperson shall assume responsibilities at the next scheduled meeting. The term of the Chairperson and Vice-Chairperson shall be for one year. Any Member serving as Chairperson or Vice-Chairperson shall

be eligible for re-election; provided, however, that each Member may serve no more than two terms per office.

B. Duties of the Chairperson and Vice-Chairperson. The Chairperson shall (i) preside at all Committee meetings, (ii) decide all points of order and procedure, (iii) appoint subcommittees if necessary and coordinate the work of the subcommittees, (iv) serve as a representative of the Committee to other governmental units on such matters as have been approved and designated by the Committee and (v) perform any duties as required by law, ordinance or these Bylaws. The Chairperson shall have the right to vote on all matters before the Committee and shall have the right to make or second motions in the absence of a motion or a second. The Vice-Chairperson shall act as an aid to the Chairperson and shall perform the duties of the Chairperson in his or her absence or inability to serve. In the absence of the Chairperson and the Vice-Chairperson, the City Staff Liaison shall call the meeting to order and a simple majority of the Members then present shall select an acting Chairperson for the meeting. If the Members present are unable to select an acting Chairperson, the City Staff Liaison shall act as the Chairperson for the meeting but without voting privileges.

C. Vacancy. A vacancy in the office of Chairperson shall be filled by the Vice-Chairperson. A vacancy in the office of Vice Chairperson shall be filled by a simple majority vote of the Members then present at the next meeting of the Committee.

D. Removal. The Chairperson or Vice-Chairperson may be removed from office at any time at a Committee meeting by an affirmative vote of a three-fourths majority of the Members then present.

E. City Staff Liaison. An Assistant City Manager or authorized designee shall serve as the City Staff Liaison to furnish support to the Committee as requested or as required to advise and furnish professional and technical advice.

F. Legal Counsel. The Committee may request that the Avondale City Attorney or authorized designee provide legal advice on points of order, procedure, or other matters related to the Committee's duties.

V. Committee Meetings.

A. Frequency. Committee meetings shall be held quarterly at the City of Avondale Civic Center, Avondale, Arizona, unless posted differently at least 24 hours in advance.

B. Additional Committee Meetings. Additional Committee meetings may be held (i) on the call of the Chairperson, (ii) by the request of two or more Members or (iii) by giving notice to all the Members **AND** the Alternate Member ~~and the Ex-Officio Members~~ by electronic, telephone or personal delivery or by verbal comment during a regular meeting. All notices shall be given, and posted according to the Arizona Open Meeting Law, at least 24 hours before the meeting.

C. Participation by the Public. Committee meetings shall be open to the public. For any matter under consideration, any person may submit written comments and, if attending in person, may speak to the issue upon being recognized by the Chairperson and stating his or her name and, if applicable the names of any person or organization on whose behalf he or she is appearing.

D. Quorum. A majority of the Committee Members present at a meeting shall constitute a quorum. A majority vote of those Members present shall be required to take official action. No action shall be taken at any meeting in absence of a quorum, except to adjourn the meeting to a subsequent date. The Alternate Member ~~and the Ex-Officio Members~~ may not vote at any Committee meeting, except as provided in Section V(E) below.

E. Alternate Member Quorum. At a Committee meeting where a majority of the Members are not present and the Alternate Member is present, the Alternate Member may be counted to constitute a quorum to conduct the meeting. The Alternate Member may also vote at the meeting. At a Committee meeting where a majority of the Members are present to constitute a quorum, the Alternate Member will not count towards the quorum and may not vote at the meeting.

F. Agenda. The agenda shall be prepared by the City Staff Liaison, reviewed by the Chairperson and posted no less than 24 hours before the Committee meeting in accordance with the Arizona Open Meeting Law.

G. Minutes. Minutes of the proceedings shall be retained and filed with the City Clerk's Department who will, in turn, file and post the minutes according to applicable law.

H. Open Meeting Law. The Committee is subject to the Arizona Open Meeting Law.

VI. Special Committees. The Committee may create special subcommittees for specific purposes as it deems necessary. Such subcommittees shall automatically dissolve when their work is completed and after their final reports have been accepted by the Committee.

VII. Amendments. Recommendations for amendments to these Bylaws must be approved by the affirmative vote of a majority of the Members then present. The Committee will then forward the recommendations for amendments to the Bylaws to the City Council for its consideration.

CITY OF AVONDALE
~~ENERGY, ENVIRONMENT AND NATURAL RESOURCES~~
~~COMMISSION~~

SUSTAINABILITY COMMISSION BYLAWS
AMENDED AND RESTATED

- I. Name.
The name of this advisory body shall be the ~~Energy, Environment and Natural Resources~~ **SUSTAINABILITY** Commission (the "Commission").
- II. Powers and Duties of the Commission.
The purpose of the Commission shall be to help identify specific ~~resource conservation goals and~~ environmental, **SOCIAL, AND ECONOMIC SUSTAINABILITY GOALS AND** practices to reduce costs and support ~~sustainability~~ **A HIGH QUALITY OF LIFE FOR CURRENT AND FUTURE GENERATIONS OF AVONDALE RESIDENTS** and to advise the City Council on these and other related issues. The Commission shall submit all projects requiring capital expenditure to the City Council for approval as part of the budget and capital improvement program process each fiscal year.
 - A. Advisory Body. The Commission shall act as an advisory body to the City Council, City Manager, Public Works Director, ~~City Engineer and~~ Development **AND ENGINEERING** Services Director and Finance and Budget Director and shall provide the same with guidance in the areas of environmental **AND SUSTAINABILITY** policy, ~~environmental~~ operations, and ~~environmental~~ education.
 - B. Ad Hoc Committees. The Commission may appoint ad hoc committees as necessary to accomplish the Commission's purpose and duties. Ad hoc committees may work with other Boards, Commissions or Committees as necessary. Such Ad Hoc Committees shall automatically dissolve when their work is done and after their final report has been accepted by the Committee.
- III. Membership and Composition.
 - A. Number of Commission Members. The Commission shall be composed of **SEVEN** ~~nine~~ voting members (collectively, the "Members"); ~~including one youth member, who may be a representative of the Avondale Youth Advisory Commission or an interested youth from the community (the "Youth Member").~~ The Commission shall also have **ONE** ~~up to two~~ alternate members ("Alternate Members") who shall attend and may participate in Commission meetings but shall not vote in any Commission meeting, except as provided in Section V(F) below. **THE REDUCTION IN THE NUMBER OF MEMBERS DOES NOT REMOVE ANY MEMBERS PRIOR TO THE EXPIRATION OF THE AFFECTED MEMBER'S TERM OF OFFICE.**
 - B. Membership Eligibility and Appointment. **EACH OF THE** Members and **THE** Alternate Member shall meet all eligibility criteria as outlined in the City Council Rules of Procedure. **AT LEAST ONE MEMBER MAY BE A YOUTH MEMBER BETWEEN THE AGES OF 13 AND 17 YEARS OLD.** ~~(except for the Youth Member who may be younger than 18 years old).~~ Appointment of Members and **THE** Alternate Members shall be conducted according to the City Council Rules of Procedure.

- C. Term. Unless appointed to fill a vacancy mid-term, each Member's term of office, ~~except for the Youth Member,~~ shall be three years, unless the Member resigns sooner or is removed from his/her position. ~~The Youth Member's term shall be one year, commencing on August 1 of each year and terminating the following year on July 31.~~
- D. Term Limits. No Member may serve more than two consecutive terms; provided, however, that a Member appointed to fill a vacancy may serve two consecutive terms after the conclusion of the unexpired term to which he or she was appointed.
- E. Vacancy. Any vacancy on the Commission shall be filled for the unexpired term by the Alternate Member if one has been appointed by the City Council per the established procedures ~~or by the first Alternate Member if more than one Alternate Member has been appointed by the City Council.~~ If an Alternate Member has not been so appointed, the position shall remain vacant until a new Member is appointed by the City Council to fill the vacancy. In cases of a vacancy due to the expiration of a Member's term, the Member shall remain seated until a successor is appointed.
- F. Attendance. All Members and ~~THE~~ Alternate Members are required to attend all Commission meetings unless excused by the Chairperson. Three consecutive unexcused or unexplained absences from any regular or special meeting shall result in a vacancy in the position and the member shall be deemed to have resigned her/his position.
- G. Removal. Any Member or Alternate Member may be removed upon a vote of not less than five City Council members for any cause as determined by the City Council.

IV. Commission Officers and Staff.

- A. Chairperson and Vice-Chairperson. At the first regularly scheduled Commission meeting of each calendar year, the Commission shall elect a Chairperson and Vice-Chairperson from among the Members. The Chairperson and Vice-Chairperson shall assume responsibilities at the next scheduled meeting. The term of the Chairperson and Vice-Chairperson shall be for one year. Any Member serving as Chairperson or Vice-Chairperson shall be eligible for re-election; provided, however, that each Member may serve no more than two terms per office.
- B. Duties of the Chairperson and Vice-Chairperson. The Chairperson shall (i) preside at all Commission meetings, (ii) decide all points of order and procedure, (iii) appoint Commissions if necessary and coordinate the work of the Commissions, (iv) serve as a representative of the Commission to other governmental units on such matters as have been approved and designated by the Commission and (v) perform any duties as required by law, ordinance or these Bylaws. The Chairperson shall have the right to vote on all matters before the Commission and shall have the right to make or second motions in the absence of a motion or a second. The Vice-Chairperson shall act as an aid to the Chairperson and shall perform the duties of the Chairperson in his or her absence or inability to serve. In the absence of the Chairperson and the Vice-Chairperson, the City Staff Liaison shall call the meeting to order and a simple majority of the Members then present shall select an acting Chairperson for the meeting. If the Commission Members present are unable to select an acting Chairperson, the City Staff Liaison shall act as the Chairperson for

the meeting but without voting privileges.

- C. Vacancy. A vacancy in the office of Chairperson shall be filled by the Vice-Chairperson. A vacancy in the office of Vice-Chairperson shall be filled by a vote of the Commission at the next meeting of the Members.
- D. Removal. The Chairperson or Vice-Chairperson may be removed from office at any time at a meeting of the Members by an affirmative vote of a three-fourths majority of Members, who must be present to vote.
- E. City Staff Liaison. The City Manager shall appoint a staff member to serve as the staff liaison to furnish support to the Commission as requested or as required to advise and furnish professional and technical advice.
- F. Legal Counsel. The Commission may request that the City Attorney, or authorized designee provide, legal advice and rulings on points of order, procedure, or other matters related to the Commission's duties.

V. Commission Meetings.

- A. Frequency. Commission meetings shall be held no less frequently than quarterly and shall be held at the City of Avondale Civic Center, Avondale, Arizona, unless posted differently at least 24 hours in advance.
- B. Additional Commission Meetings. Additional Commission meetings may be held on the call of the Chairperson or the request of two or more Members, or by giving notice to all the Members and ~~THE~~ Alternate Members by telephone or personal delivery or by verbal comment during a regular meeting. All notices shall be given, and posted according to the Arizona Open Meeting Law at least 24 hours before the meeting.
- C. Ad Hoc Committee Meetings. Shall be held on an as-needed basis and shall be posted in compliance with the Arizona Open Meeting Law at least 24 hours before the meeting.
- D. Participation by the Public. Commission meetings shall be open to the public. For any matter under consideration, any person may submit written comments and if attending in person, may speak to the issue upon being recognized by the Chairperson and stating his or her name and, if applicable, the names of any person or organization on whose behalf he or she is appearing.
- E. Quorum. A Commission meeting where a majority of its Members are present shall constitute a quorum. A majority vote of those Members present shall be required to take official action. No action shall be taken at any meeting in absence of a quorum, except to adjourn the meeting to a subsequent date. ~~THE~~ Alternate Members may not vote at any Commission meeting.
- F. Alternate Member Quorum. At a Commission meeting where a majority of the Members are not present and the Alternate Members ~~are~~ ~~IS~~ present, the Alternate Members may be counted to constitute a quorum to conduct the meeting. The

Alternate Members may also vote at the meeting. At a Commission meeting where a majority of the Members are present to constitute a quorum, the Alternate Members will not count towards the quorum and may not vote at the meeting. ~~The Alternate Member with the longest tenure shall be the first selected to establish the quorum.~~

- G. Agenda. The agenda shall be prepared by the City Staff Liaison, reviewed by the Chairperson, and posted no less than 24 hours before the Commission meeting in accordance with the Arizona Open Public Meeting Law.
- H. Minutes. Minutes of the proceedings shall be retained and filed with the City Clerk's Department who will, in turn, file and post the minutes according to applicable law.
- I. Open Meeting Law. The Commission is subject to the Arizona Open Public Meeting Law.

VI. Amendments.

Recommendations for amendments to these Bylaws must be approved by the affirmative vote of a majority of the Members. The Commission will then forward the recommendations for amendments to the Bylaws to the City Council for its approval.

**CITY OF AVONDALE
NEIGHBORHOOD AND FAMILY SERVICES COMMISSION BYLAWS
AMENDED AND RESTATED**

- I. Name. The name of this organization shall be the Neighborhood and Family Services Commission (the "Commission").
- II. Powers and Duties of the Commission. The Commission shall:
 - A. Serve as an advisory commission to the City Council for the purpose of identifying Neighborhood and Family issues and the possible resources to meet these needs through collaboration with community groups, agencies, other cities and similar organizations.
 - B. Recommend strategies to strengthen families and neighborhoods and provide staff with input on a variety of community projects and programs.
 - C. Appoint ad hoc committees as necessary to accomplish the Commission's mission.
 - D. Advise the staff of the Neighborhood and Family Services Department as they work to support, nurture and develop strong families and the neighborhoods in which they live. The functions that will interrelate with this Commission are: Family Services, Youth Services & Community Engagement, Housing & Community Development, Neighborhood Revitalization, and Libraries.
 - E. Complete specific duties as determined by the City Council, including, but not limited to the following:
 1. Family Services
 - Identifying human service needs of the community to include the CAP service area of Avondale, Goodyear, Litchfield Park and designated unincorporated parts of Maricopa County
 - Provide suggestions for new partners and services
 - Provide ideas to enhance services, expand programs, and add new dimensions that maximize the Resource Center's role and usefulness to the community
 - Provide ideas and suggestions for the enhancement of senior services
 - Support outreach and marketing efforts to promote the use of services
 2. Youth Services & Community Engagement
 - Support outreach and marketing efforts to promote the use of services
 - Share ideas and suggestions for the improvement of youth services including, but not limited to:
 - o Youth Workforce Development
 - o Volunteerism and Service Learning
 - o Leadership and Civic Engagement
 - o Academic Enrichment
 - o Health and Life Skills
 3. Housing & Community Development
 - Provide input regarding the Consolidated Plan and Annual Action Plan
 - Reviewing the assessment of community needs and priorities
 - Outreach and participation in housing redevelopment strategies and activities

- Provide input regarding fair housing activities and recommending fair housing outreach strategies
4. Neighborhood Revitalization
 - Participate in neighborhood engagement meeting and events when appropriate
 - Help identify community needs and gaps in services
 - Provide recommendations regarding support services for small businesses
 - Support outreach and marketing efforts to increase levels of program participation
 5. Library Services:
 - Provide input for future libraries and modifications of existing facilities
 - Promote the interest and foster closer relationships between the library and consortium partners
 - Provide ideas to enhance services, expand programs, and add new dimensions that maximize the library's role and usefulness to the community

III. Membership and Composition.

- A. Number of Commission Members. The Commission shall be composed of ~~SEVEN~~ ~~nine~~ voting members (collectively, the 'Members'). The Commission shall also have ~~ONE~~ ~~up to two~~ alternate members ("Alternate Members") who shall attend and may participate in Commission meetings but shall not vote on any matter before the Commission, except as provided in Section V(E) below. **THE REDUCTION IN THE NUMBER OF MEMBERS DOES NOT REMOVE ANY MEMBERS PRIOR TO THE EXPIRATION OF THE AFFECTED MEMBER'S TERM OF OFFICE.**
- B. Membership Eligibility and Appointment. **EACH OF THE** Members and **THE** Alternate Members shall meet all eligibility criteria as outlined in the City Council Rules of Procedure; appointment of **THE** Members and **THE** Alternate Members shall be conducted according to the same. Every effort shall be made to obtain representation from all the neighborhoods in Avondale. Additionally, every effort shall be made to recruit at least one low-income resident as a member.
- C. Term. Unless appointed to fill a vacancy mid-term, each Members' term of office shall be three years, unless the Member resigns sooner or is removed from his/her position.
- D. Term Limits. No Member may serve more than two consecutive terms; provided, however, that a Member appointed to fill a vacancy may serve two consecutive terms after the conclusion of the unexpired term to which he or she was appointed.
- E. Vacancy. Any vacancy on the Commission shall be filled for the unexpired term by the Alternate Member if one has been appointed by the City Council per the established procedures ~~or by the first Alternate Member if more than one Alternate Member has been appointed by the City Council.~~ If an Alternate Member has not been so appointed, the position shall remain vacant until a new Member is appointed by the City Council to fill the vacancy. In cases of a vacancy due to the expiration of a Member's term, the Member shall remain seated until a successor is appointed and qualified.
- F. Attendance. All Members and **THE** Alternate Members are required to attend all Commission meetings unless excused by the Chairperson. Three successive unexcused or unexplained absences from any regular or special meeting shall be grounds for removal as outlined in Section G below.

- G. Removal. Any Member or Alternate Member may be removed upon a vote of not less than five City Council members for any cause, provided, however, that in the case of removal of a Member or Alternate Member due to excessive absences, it shall be assumed that said Member, or Alternate Member, has chosen to forfeit his/her seat on the Commission.

IV. Commission Officers and Staff.

- A. Chairperson and Vice-Chairperson. At the first regularly scheduled Commission meeting of each calendar year, the Commission shall elect a Chairperson and Vice-Chairperson from among the Members. The Chairperson and Vice-Chairperson shall assume responsibilities at the next scheduled meeting. The term of the Chairperson and Vice-Chairperson shall be for one year. Any Member serving as Chairperson or Vice-Chairperson shall be eligible for re- election; provided, however, that each Member may serve no more than two terms per office.
- B. Duties of the Chairperson and Vice-Chairperson. The Chairperson shall (i) preside at all Commission meetings, (ii) decide all points of order and procedure, (iii) appoint work groups if necessary and coordinate the work of the work groups, (iv) serve as a representative of the Commission to other governmental units on such matters as have been approved and designated by the Commission and (v) perform any duties as required by law, ordinance or these Bylaws. The Chairperson shall have the right to make motions, second motions and vote on all matters before the Commission. The Vice-Chairperson shall act as an aid to the Chairperson and shall perform the duties of the Chairperson in his or her absence or inability to serve. In the absence of the Chairperson and the Vice-Chairperson, the City Staff Liaison shall call the meeting to order and a simple majority of the Members then present shall select an acting Chairperson for the meeting. If the Commission Members present are unable to select an acting Chairperson, the City Staff Liaison shall act as the Chairperson for the meeting but without voting privileges.
- C. Vacancy. A vacancy in the office of Chairperson shall be filled by the Vice- Chairperson. A vacancy in the office of Vice-Chairperson shall be filled by a vote of the Commission at the next meeting of the Members.
- D. Removal. The Chairperson or Vice-Chairperson may be removed from office at any time at a meeting of the Members by an affirmative vote of a three-fourths majority of Members, who must be present to vote.
- E. City Staff Liaison. The Director of Neighborhood and Family Services or authorized designee shall serve as the City Staff Liaison to furnish support to the Commission as requested or required to advise and furnish professional and technical advice.
- F. Legal Counsel. The Commission may request that the City Attorney, or authorized designee, provide legal advice and rulings on points of order, procedure or other matters related to the Commission's duties.

V. Commission Meetings.

- A. Frequency. Commission meetings shall be held quarterly at the City of Avondale Civic Center, Avondale, Arizona, unless posted differently at least 24 hours in advance.

- B. Additional Commission Meetings. Additional Commission meetings may be held on the call of the Chairperson or the request of two or more Members by giving notice to all the Members and Alternate Members by telephone or personal delivery or by verbal comment during a regular meeting. All notices shall be given, and posted according to applicable law, at least 24 hours before the meeting.
- C. Participation by the Public. Commission meetings shall be open to the public. For any matter under consideration, any person may submit written comments and if attending in person, may speak to the issue upon being recognized by the Chairperson and stating his or her name and, if applicable, the names of any person or organization on whose behalf he or she is appearing.
- D. Quorum. A Commission meeting where a majority of its Members are present shall constitute a quorum. A majority vote of those Members present shall be required to take official action. No action shall be taken at any meeting in absence of a quorum, except to adjourn the meeting to a subsequent date. **THE** Alternate Members **s** may not vote at any Commission meeting, except as provided in Section V(E) below.
- E. Alternate Member Quorum. At a Commission meeting where a majority of the Members are not present, and the Alternate Member is present, the Alternate Member may be counted to constitute a quorum to conduct the meeting. The Alternate Member may also vote at the meeting. At a Commission meeting where a majority of the Members are present to constitute a quorum, the Alternate Member will not count towards the quorum and may not vote at the meeting.
- F. Agenda. The agenda shall be prepared by the City Staff Liaison, reviewed by the Chairperson, and posted no less than 24 hours before the Commission meeting in accordance with the Arizona Open Public Meeting Law.
- G. Minutes. Minutes of the proceedings shall be retained and filed with the City Clerk's Department who will, in turn, file and post the minutes according to applicable law.
- H. Open Meeting Law. The Commission is subject to the Arizona Open Public Meeting Law.

VI. Special Committees.

The Commission may create special committees for specific purposes. Such committees shall be subject to the provisions of the open meeting law. Any special committee created by the Commission shall automatically dissolve when its work is done and after its final report has been accepted by the Commission,

VII. Amendments.

By the affirmative vote of a two-thirds majority, the Members may recommend amendments to these Bylaws. The Commission will forward any such recommendation for amendments to the City Council for its approval.

RESOLUTION NO. 1105-1221

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE MUNICIPAL ART COMMITTEE BYLAWS.

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

SECTION 1. The City of Avondale Municipal Art Committee Bylaws, Amended and Restated December 13, 2021 (the “Bylaws”), are hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 13, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1105-1221

[Bylaws]

See following pages.

**CITY OF AVONDALE
MUNICIPAL ART COMMITTEE BYLAWS
AMENDED AND RESTATED
DECEMBER 13, 2021**

I. Name. The name of this organization shall be the *Municipal Art Committee* (the "Committee").

II. Powers and Duties of the Committee. The Committee shall:

A. Develop program guidelines and procedures and advise the City Council and City staff on matters and issues pertaining to the acquisition, maintenance and disposition of works of art, public art displays, monuments and memorials. This includes, but is not limited to, administering a public arts program, planning community arts events in conjunction with City Staff and maintaining an inventory of the City's public art. The Committee shall submit all projects that will require capital expenditures (a "Capital Project") to the City Council for conceptual approval before committing the funds. The Committee will then bring to the City Council a final recommendation on the Capital Project and its placement.

B. Administer the Municipal Arts Fund in carrying out program objectives established by the Committee. At the discretion of the City Council, an amount up to 1/2% of the General Funds transferred to the Capital Improvement Budget may be deposited in the Municipal Arts Fund annually through the budget process.

C. Set long-range program goals with an annual work plan for the Committee.

D. Recommend to the City Council the placement of publicly funded art, gifts or temporary use of loaned art and memorials and/or monuments.

E. Promote and advocate for the arts and other cultural activities including special cultural events.

F. Recommend to the City Council funding sources and possible grant opportunities pertaining to the arts.

G. Support the City Council goals and be consistent with the City's Strategic Plan, Priority Areas and General Plan.

III. Membership and Composition.

A. Number of Committee Members. The Committee shall be composed of seven regular members (collectively, the "Members"). The Committee shall also have one alternate member ("Alternate Member"). The Alternate Member shall attend and may participate in Committee meetings, but shall not be authorized to vote at any Committee meeting, except as provided in Section V(E) below.

B. Membership Eligibility and Appointment. Except for the representative and art teacher members, each of the Members and the Alternate Member shall be Avondale residents and shall meet all eligibility criteria as outlined in the City Council Rules of Procedure. At least two members shall be: a representative from the West Valley Arts Council, a representative from the

Western Avenue Business and Arts District, or a current art teacher of a school within the City of Avondale. Art teachers of schools outside of the City of Avondale may be considered upon approval from the Council Subcommittee on Boards, Commissions, and Committees. The aforementioned representatives and/or art teachers need not be residents of Avondale. The Committee welcomes both artists and patrons of the arts as Members or the Alternate Member. Appointment of Members and the Alternate Member shall be conducted according to the City Council Rules of Procedure.

C. Term. Unless appointed to fill a vacancy mid-term, each Member's or Alternate Member's term of office shall be three years, unless the Member or Alternate Member resigns sooner or is removed from his or her position.

D. Term Limits. No Member may serve more than two consecutive terms; provided, however, that a Member appointed to fill a vacancy may serve two consecutive terms after the conclusion of the unexpired term to which he or she was appointed.

E. Vacancy. Any vacancy on the Committee shall be filled for the unexpired term by the Alternate Member if one has been appointed by the City Council pursuant to the City Council Rules of Procedure. If the Alternate Member has not been appointed, the position shall remain vacant until a new Member is appointed by the City Council to fill the vacancy. In cases of a vacancy due to the expiration of a Member's term, the Member shall remain seated until a successor is appointed.

F. Attendance. All Members and the Alternative Member are required to attend all Committee meetings, unless excused by the Chairperson. Three consecutive unexcused or unexplained absences from any regular or special meeting shall result in a vacancy in the position and shall be grounds for removal of the Member as outlined in Section G below.

G. Removal. Any Member and the Alternate Member may be removed upon a vote of not less than five City Council members for any cause as determined by the City Council in its sole discretion; provided, however, that in the case of removal of a Member or the Alternate Member due to excessive absences, it shall be assumed that said Member or Alternate Member has chosen to forfeit his or her seat on the Committee.

IV. Committee Officers and Staff.

A. Chairperson and Vice-Chairperson. At the first regularly scheduled Committee meeting of each calendar year, the Committee shall annually elect a Chairperson and Vice-Chairperson from among the Members. The Chairperson and the Vice-Chairperson must be an Avondale resident. The Chairperson and Vice-Chairperson shall assume responsibilities at the next scheduled meeting. The term of the Chairperson and Vice-Chairperson shall be for one year. Any Member serving as Chairperson or Vice-Chairperson shall be eligible for re-election; provided, however, that each Member may serve no more than two terms per office.

B. Duties of the Chairperson and Vice-Chairperson. The Chairperson shall (i) preside at all Committee meetings, (ii) decide all points of order and procedure, (iii) appoint subcommittees if necessary and coordinate the work of the subcommittees, (iv) serve as a representative of the Committee to other governmental units on such matters as have been approved and designated by the Committee and (v) perform any duties as required by law, ordinance or these Bylaws. The Chairperson shall have the right to vote on all matters before the Committee and shall have the right to make or second motions in the absence of a motion or a

second. The Vice-Chairperson shall act as an aid to the Chairperson and shall perform the duties of the Chairperson in his or her absence or inability to serve. In the absence of the Chairperson and the Vice-Chairperson, the City Staff Liaison shall call the meeting to order and a simple majority of the Members then present shall select an acting Chairperson for the meeting. If the Members present are unable to select an acting Chairperson, the City Staff Liaison shall act as the Chairperson for the meeting but without voting privileges.

C. Vacancy. A vacancy in the office of Chairperson shall be filled by the Vice-Chairperson. A vacancy in the office of Vice Chairperson shall be filled by a simple majority vote of the Members then present at the next meeting of the Committee.

D. Removal. The Chairperson or Vice-Chairperson may be removed from office at any time at a Committee meeting by an affirmative vote of a three-fourths majority of the Members then present.

E. City Staff Liaison. An Assistant City Manager or authorized designee shall serve as the City Staff Liaison to furnish support to the Committee as requested or as required to advise and furnish professional and technical advice.

F. Legal Counsel. The Committee may request that the Avondale City Attorney or authorized designee provide legal advice on points of order, procedure, or other matters related to the Committee's duties.

V. Committee Meetings.

A. Frequency. Committee meetings shall be held quarterly at the City of Avondale Civic Center, Avondale, Arizona, unless posted differently at least 24 hours in advance.

B. Additional Committee Meetings. Additional Committee meetings may be held (i) on the call of the Chairperson, (ii) by the request of two or more Members or (iii) by giving notice to all the Members and the Alternate Member by electronic, telephone or personal delivery or by verbal comment during a regular meeting. All notices shall be given, and posted according to the Arizona Open Meeting Law, at least 24 hours before the meeting.

C. Participation by the Public. Committee meetings shall be open to the public. For any matter under consideration, any person may submit written comments and, if attending in person, may speak to the issue upon being recognized by the Chairperson and stating his or her name and, if applicable the names of any person or organization on whose behalf he or she is appearing.

D. Quorum. A majority of the Committee Members present at a meeting shall constitute a quorum. A majority vote of those Members present shall be required to take official action. No action shall be taken at any meeting in absence of a quorum, except to adjourn the meeting to a subsequent date. The Alternate Member may not vote at any Committee meeting, except as provided in Section V(E) below.

E. Alternate Member Quorum. At a Committee meeting where a majority of the Members are not present and the Alternate Member is present, the Alternate Member may be counted to constitute a quorum to conduct the meeting. The Alternate Member may also vote at the meeting. At a Committee meeting where a majority of the Members are present to constitute

a quorum, the Alternate Member will not count towards the quorum and may not vote at the meeting.

F. Agenda. The agenda shall be prepared by the City Staff Liaison, reviewed by the Chairperson and posted no less than 24 hours before the Committee meeting in accordance with the Arizona Open Meeting Law.

G. Minutes. Minutes of the proceedings shall be retained and filed with the City Clerk's Department who will, in turn, file and post the minutes according to applicable law.

H. Open Meeting Law. The Committee is subject to the Arizona Open Meeting Law.

VI. Special Committees. The Committee may create special subcommittees for specific purposes as it deems necessary. Such subcommittees shall automatically dissolve when their work is completed and after their final reports have been accepted by the Committee.

VII. Amendments. Recommendations for amendments to these Bylaws must be approved by the affirmative vote of a majority of the Members then present. The Committee will then forward the recommendations for amendments to the Bylaws to the City Council for its consideration.

RESOLUTION NO. 1106-1221

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE NEIGHBORHOOD AND FAMILY SERVICES COMMISSION BYLAWS.

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

SECTION 1. The City of Avondale Neighborhood and Family Services Commission Bylaws, Amended and Restated December 13, 2021 (the “Bylaws”), are hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 13, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1106-1221

[Bylaws]

See following pages.

**CITY OF AVONDALE
NEIGHBORHOOD AND FAMILY SERVICES COMMISSION BYLAWS
AMENDED AND RESTATED
DECEMBER 13, 2021**

- I. Name. The name of this organization shall be the Neighborhood and Family Services Commission (the "Commission").
- II. Powers and Duties of the Commission. The Commission shall:
 - A. Serve as an advisory commission to the City Council for the purpose of identifying Neighborhood and Family issues and the possible resources to meet these needs through collaboration with community groups, agencies, other cities and similar organizations.
 - B. Recommend strategies to strengthen families and neighborhoods and provide staff with input on a variety of community projects and programs.
 - C. Appoint ad hoc committees as necessary to accomplish the Commission's mission.
 - D. Advise the staff of the Neighborhood and Family Services Department as they work to support, nurture and develop strong families and the neighborhoods in which they live. The functions that will interrelate with this Commission are: Family Services, Youth Services & Community Engagement, Housing & Community Development, Neighborhood Revitalization, and Libraries.
 - E. Complete specific duties as determined by the City Council, including, but not limited to the following:
 1. Family Services
 - Identifying human service needs of the community to include the CAP service area of Avondale, Goodyear, Litchfield Park and designated unincorporated parts of Maricopa County
 - Provide suggestions for new partners and services
 - Provide ideas to enhance services, expand programs, and add new dimensions that maximize the Resource Center's role and usefulness to the community
 - Provide ideas and suggestions for the enhancement of senior services
 - Support outreach and marketing efforts to promote the use of services
 2. Youth Services & Community Engagement
 - Support outreach and marketing efforts to promote the use of services
 - Share ideas and suggestions for the improvement of youth services including, but not limited to:
 - Youth Workforce Development
 - Volunteerism and Service Learning
 - Leadership and Civic Engagement
 - Academic Enrichment
 - Health and Life Skills
 3. Housing & Community Development
 - Provide input regarding the Consolidated Plan and Annual Action Plan
 - Reviewing the assessment of community needs and priorities
 - Outreach and participation in housing redevelopment strategies and activities

- Provide input regarding fair housing activities and recommending fair housing outreach strategies
4. Neighborhood Revitalization
 - Participate in neighborhood engagement meeting and events when appropriate
 - Help identify community needs and gaps in services
 - Provide recommendations regarding support services for small businesses
 - Support outreach and marketing efforts to increase levels of program participation
 5. Library Services:
 - Provide input for future libraries and modifications of existing facilities
 - Promote the interest and foster closer relationships between the library and consortium partners
 - Provide ideas to enhance services, expand programs, and add new dimensions that maximize the library's role and usefulness to the community

III. Membership and Composition.

- A. Number of Commission Members. The Commission shall be composed of seven voting members (collectively, the "Members"). The Commission shall also have one alternate member ("Alternate Member") who shall attend and may participate in Commission meetings but shall not vote on any matter before the Commission, except as provided in Section V(E) below. The reduction in the number of members as approved by City Council on December 13, 2021 does not remove any members prior to the expiration of the affected member's term of office.
- B. Membership Eligibility and Appointment. Each of the Members and the Alternate Member shall meet all eligibility criteria as outlined in the City Council Rules of Procedure; appointment of the Members and the Alternate Member shall be conducted according to the same. Every effort shall be made to obtain representation from all the neighborhoods in Avondale. Additionally, every effort shall be made to recruit at least one low-income resident as a member.
- C. Term. Unless appointed to fill a vacancy mid-term, each Members' term of office shall be three years, unless the Member resigns sooner or is removed from his/her position.
- D. Term Limits. No Member may serve more than two consecutive terms; provided, however, that a Member appointed to fill a vacancy may serve two consecutive terms after the conclusion of the unexpired term to which he or she was appointed.
- E. Vacancy. Any vacancy on the Commission shall be filled for the unexpired term by the Alternate Member if one has been appointed by the City Council per the established procedures. If an Alternate Member has not been so appointed, the position shall remain vacant until a new Member is appointed by the City Council to fill the vacancy. In cases of a vacancy due to the expiration of a Member's term, the Member shall remain seated until a successor is appointed and qualified.
- F. Attendance. All Members and the Alternate Member are required to attend all Commission meetings unless excused by the Chairperson. Three successive unexcused or unexplained absences from any regular or special meeting shall be grounds for removal as outlined in Section G below.

- G. Removal. Any Member or Alternate Member may be removed upon a vote of not less than five City Council members for any cause, provided, however, that in the case of removal of a Member or Alternate Member due to excessive absences, it shall be assumed that said Member, or Alternate Member, has chosen to forfeit his/her seat on the Commission.

IV. Commission Officers and Staff.

- A. Chairperson and Vice-Chairperson. At the first regularly scheduled Commission meeting of each calendar year, the Commission shall elect a Chairperson and Vice-Chairperson from among the Members. The Chairperson and Vice-Chairperson shall assume responsibilities at the next scheduled meeting. The term of the Chairperson and Vice-Chairperson shall be for one year. Any Member serving as Chairperson or Vice-Chairperson shall be eligible for re- election; provided, however, that each Member may serve no more than two terms per office.
- B. Duties of the Chairperson and Vice-Chairperson. The Chairperson shall (i) preside at all Commission meetings, (ii) decide all points of order and procedure, (iii) appoint work groups if necessary and coordinate the work of the work groups, (iv) serve as a representative of the Commission to other governmental units on such matters as have been approved and designated by the Commission and (v) perform any duties as required by law, ordinance or these Bylaws. The Chairperson shall have the right to make motions, second motions and vote on all matters before the Commission. The Vice-Chairperson shall act as an aid to the Chairperson and shall perform the duties of the Chairperson in his or her absence or inability to serve. In the absence of the Chairperson and the Vice-Chairperson, the City Staff Liaison shall call the meeting to order and a simple majority of the Members then present shall select an acting Chairperson for the meeting. If the Commission Members present are unable to select an acting Chairperson, the City Staff Liaison shall act as the Chairperson for the meeting but without voting privileges.
- C. Vacancy. A vacancy in the office of Chairperson shall be filled by the Vice- Chairperson. A vacancy in the office of Vice-Chairperson shall be filled by a vote of the Commission at the next meeting of the Members.
- D. Removal. The Chairperson or Vice-Chairperson may be removed from office at any time at a meeting of the Members by an affirmative vote of a three-fourths majority of Members, who must be present to vote.
- E. City Staff Liaison. The Director of Neighborhood and Family Services or authorized designee shall serve as the City Staff Liaison to furnish support to the Commission as requested or required to advise and furnish professional and technical advice.
- F. Legal Counsel. The Commission may request that the City Attorney, or authorized designee, provide legal advice and rulings on points of order, procedure or other matters related to the Commission's duties.

V. Commission Meetings.

- A. Frequency. Commission meetings shall be held quarterly at the City of Avondale Civic Center, Avondale, Arizona, unless posted differently at least 24 hours in advance.
- B. Additional Commission Meetings. Additional Commission meetings may be held on the call of the Chairperson or the request of two or more Members by giving notice to all the

Members and Alternate Member by telephone or personal delivery or by verbal comment during a regular meeting. All notices shall be given, and posted according to applicable law, at least 24 hours before the meeting.

- C. Participation by the Public. Commission meetings shall be open to the public. For any matter under consideration, any person may submit written comments and if attending in person, may speak to the issue upon being recognized by the Chairperson and stating his or her name and, if applicable, the names of any person or organization on whose behalf he or she is appearing.
- D. Quorum. A Commission meeting where a majority of its Members are present shall constitute a quorum. A majority vote of those Members present shall be required to take official action. No action shall be taken at any meeting in absence of a quorum, except to adjourn the meeting to a subsequent date. The Alternate Member may not vote at any Commission meeting, except as provided in Section V(E) below.
- E. Alternate Member Quorum. At a Commission meeting where a majority of the Members are not present, and the Alternate Member is present, the Alternate Member may be counted to constitute a quorum to conduct the meeting. The Alternate Member may also vote at the meeting. At a Commission meeting where a majority of the Members are present to constitute a quorum, the Alternate Member will not count towards the quorum and may not vote at the meeting.
- F. Agenda. The agenda shall be prepared by the City Staff Liaison, reviewed by the Chairperson, and posted no less than 24 hours before the Commission meeting in accordance with the Arizona Open Public Meeting Law.
- G. Minutes. Minutes of the proceedings shall be retained and filed with the City Clerk's Department who will, in turn, file and post the minutes according to applicable law.
- H. Open Meeting Law. The Commission is subject to the Arizona Open Public Meeting Law.

VI. Special Committees.

The Commission may create special committees for specific purposes. Such committees shall be subject to the provisions of the open meeting law. Any special committee created by the Commission shall automatically dissolve when its work is done and after its final report has been accepted by the Commission,

VII. Amendments.

By the affirmative vote of a two-thirds majority, the Members may recommend amendments to these Bylaws. The Commission will forward any such recommendation for amendments to the City Council for its approval.

RESOLUTION NO. 1107-1221

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, AMENDING THE CITY OF AVONDALE SUSTAINABILITY
COMMISSION BYLAWS.

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

SECTION 1. The City of Avondale Sustainability Commission Bylaws, Amended and Restated December 13, 2021 (the “Bylaws”), are hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
December 13, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1107-1221

[Bylaws]

See following pages.

**CITY OF AVONDALE
SUSTAINABILITY COMMISSION BYLAWS
AMENDED AND RESTATED
DECEMBER 13, 2021**

- I. Name.
The name of this advisory body shall be the Sustainability Commission (the "Commission").
- II. Powers and Duties of the Commission.
The purpose of the Commission shall be to help identify specific environmental, social, and economic sustainability goals and practices to reduce costs and support a high quality of life for current and future generations of Avondale residents and to advise the City Council on these and other related issues. The Commission shall submit all projects requiring capital expenditure to the City Council for approval as part of the budget and capital improvement program process each fiscal year.
 - A. Advisory Body. The Commission shall act as an advisory body to the City Council, City Manager, Public Works Director, Development and Engineering Services Director and Finance and Budget Director and shall provide the same with guidance in the areas of environmental and sustainability policy, operations, and education.
 - B. Ad Hoc Committees. The Commission may appoint ad hoc committees as necessary to accomplish the Commissions purpose and duties. Ad hoc committees may work with other Boards, Commissions or Committees as necessary. Such Ad Hoc Committees shall automatically dissolve when their work is done and after their final report has been accepted by the Committee.
- III. Membership and Composition.
 - A. Number of Commission Members. The Commission shall be composed of seven voting members (collectively, the "Members"). The Commission shall also have one alternate member ("Alternate Member") who shall attend and may participate in Commission meetings but shall not vote in any Commission meeting, except as provided in Section V(F) below. The reduction in the number of members as approved by City Council on December 13, 2021 does not remove any members prior to the expiration of the affected member's term of office.
 - B. Membership Eligibility and Appointment. Each of the Members and the Alternate Member shall meet all eligibility criteria as outlined in the City Council Rules of Procedure. At least one member may be a youth member between the ages of 13 and 17 years old. Appointment of Members and the Alternate Member shall be conducted according to the City Council Rules of Procedure.
 - C. Term. Unless appointed to fill a vacancy mid-term, each Member's term of office shall be three years, unless the Member resigns sooner or is removed from his/her position.
 - D. Term Limits. No Member may serve more than two consecutive terms; provided, however, that a Member appointed to fill a vacancy may serve two consecutive terms

after the conclusion of the unexpired term to which he or she was appointed.

- E. Vacancy. Any vacancy on the Commission shall be filled for the unexpired term by the Alternate Member if one has been appointed by the City Council per the established procedures. If an Alternate Member has not been so appointed, the position shall remain vacant until a new Member is appointed by the City Council to fill the vacancy. In cases of a vacancy due to the expiration of a Member's term, the Member shall remain seated until a successor is appointed.
- F. Attendance. All Members and the Alternate Member are required to attend all Commission meetings unless excused by the Chairperson. Three consecutive unexcused or unexplained absences from any regular or special meeting shall result in a vacancy in the position and the member shall be deemed to have resigned her/his position.
- G. Removal. Any Member or Alternate Member may be removed upon a vote of not less than five City Council members for any cause as determined by the City Council.

IV. Commission Officers and Staff.

- A. Chairperson and Vice-Chairperson. At the first regularly scheduled Commission meeting of each calendar year, the Commission shall elect a Chairperson and Vice-Chairperson from among the Members. The Chairperson and Vice-Chairperson shall assume responsibilities at the next scheduled meeting. The term of the Chairperson and Vice-Chairperson shall be for one year. Any Member serving as Chairperson or Vice-Chairperson shall be eligible for re-election; provided, however, that each Member may serve no more than two terms per office.
- B. Duties of the Chairperson and Vice-Chairperson. The Chairperson shall (i) preside at all Commission meetings, (ii) decide all points of order and procedure, (iii) appoint Commissions if necessary and coordinate the work of the Commissions, (iv) serve as a representative of the Commission to other governmental units on such matters as have been approved and designated by the Commission and (v) perform any duties as required by law, ordinance or these Bylaws. The Chairperson shall have the right to vote on all matters before the Commission and shall have the right to make or second motions in the absence of a motion or a second. The Vice-Chairperson shall act as an aid to the Chairperson and shall perform the duties of the Chairperson in his or her absence or inability to serve. In the absence of the Chairperson and the Vice-Chairperson, the City Staff Liaison shall call the meeting to order and a simple majority of the Members then present shall select an acting Chairperson for the meeting. If the Commission Members present are unable to select an acting Chairperson, the City Staff Liaison shall act as the Chairperson for the meeting but without voting privileges.
- C. Vacancy. A vacancy in the office of Chairperson shall be filled by the Vice-Chairperson. A vacancy in the office of Vice-Chairperson shall be filled by a vote of the Commission at the next meeting of the Members.
- D. Removal. The Chairperson or Vice-Chairperson may be removed from office at any time at a meeting of the Members by an affirmative vote of a three-fourths majority of Members, who must be present to vote.

- E. City Staff Liaison. The City Manager shall appoint a staff member to serve as the staff liaison to furnish support to the Commission as requested or as required to advise and furnish professional and technical advice.
- F. Legal Counsel. The Commission may request that the City Attorney, or authorized designee provide, legal advice and rulings on points of order, procedure, or other matters related to the Commission's duties.

V. Commission Meetings.

- A. Frequency. Commission meetings shall be held no less frequently than quarterly and shall be held at the City of Avondale Civic Center, Avondale, Arizona, unless posted differently at least 24 hours in advance.
- B. Additional Commission Meetings. Additional Commission meetings may be held on the call of the Chairperson or the request of two or more Members, or by giving notice to all the Members and the Alternate Member by telephone or personal delivery or by verbal comment during a regular meeting. All notices shall be given, and posted according to the Arizona Open Meeting Law at least 24 hours before the meeting.
- C. Ad Hoc Committee Meetings. Shall be held on an as-needed basis and shall be posted in compliance with the Arizona Open Meeting Law at least 24 hours before the meeting.
- D. Participation by the Public. Commission meetings shall be open to the public. For any matter under consideration, any person may submit written comments and if attending in person, may speak to the issue upon being recognized by the Chairperson and stating his or her name and, if applicable, the names of any person or organization on whose behalf he or she is appearing.
- E. Quorum. A Commission meeting where a majority of its Members are present shall constitute a quorum. A majority vote of those Members present shall be required to take official action. No action shall be taken at any meeting in absence of a quorum, except to adjourn the meeting to a subsequent date. The Alternate Member may not vote at any Commission meeting.
- F. Alternate Member Quorum. At a Commission meeting where a majority of the Members are not present and the Alternate Member is present, the Alternate Member may be counted to constitute a quorum to conduct the meeting. The

Alternate Member may also vote at the meeting. At a Commission meeting where a majority of the Members are present to constitute a quorum, the Alternate Member will not count towards the quorum and may not vote at the meeting.

- G. Agenda. The agenda shall be prepared by the City Staff Liaison, reviewed by the Chairperson, and posted no less than 24 hours before the Commission meeting in accordance with the Arizona Open Public Meeting Law.
- H. Minutes. Minutes of the proceedings shall be retained and filed with the City Clerk's Department who will, in turn, file and post the minutes according to applicable law.
- I. Open Meeting Law. The Commission is subject to the Arizona Open Public Meeting Law.

VI. Amendments.

Recommendations for amendments to these Bylaws must be approved by the affirmative vote of a majority of the Members. The Commission will then forward the recommendations for amendments to the Bylaws to the City Council for its approval.

CITY COUNCIL REPORT

SUBJECT: Ordinance 2064-1221 - Avondale City Code Amendment - Chapter 24 – Water, Sewers and Sewage Disposal - Relating to Municipal Water System

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-1012

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

STRATEGIC PLAN:

This agenda item supports the Avondale Strategic Goal of Improving internal and external customer service delivery.

PURPOSE:

City Council will consider a request to adopt Ordinance 2064-1221, amending City Code Chapter 24 – Water, Sewers and Sewage Disposal, Article II – Municipal Water System and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Chapter 24, Article II of the City Code dealing with the Municipal Water System contains separate sections on permitting new service connections, standards for water infrastructure, expectations for appropriate use, and the administration of City utility bills. The Article was implemented in 1971 and has not been materially updated since the 1980s. Councilmembers have previously expressed interest in modifying the deposit requirements and continuing the flexible payment options offered during the pandemic.

Currently, new residential water customers are required to pay a deposit of \$175 and the deposit is not returned to the customer until the account is closed. Additionally, the code does not expressly allow any flexible payment options for struggling customers. During the pandemic, the city used the emergency declaration to offer payment plans to help customers avoid water shut offs.

DISCUSSION:

The approach of the updates to the billing sections under Division 2 is to make the Code less prescriptive in terms of procedural provisions and to balance the City's financial interests with those of its customers. Fees cited in the current version will remain as-is until modified by Council resolution.

The proposed code updates address three primary issues:

- Allows the deposit requirements to be waived for certain customers.
- Allows the City to establish flexible payment arrangements to avoid disconnections.

- Reorganizes the code to consolidate utility bill administration apart from other system topics.

Notable changes in the treatment of customer security deposits are proposed, including:

- Removing the deposit requirement for homeowners; the City retains a lien for delinquent collection, if necessary.
- Allowing the waiver of tenant security deposits on proof of good credit and/or payment history from the City or another utility provider when opening an account.
- Allowing the refund of owner and tenant security deposits after the customer has exhibited a record of twelve consecutive months of timely payments.
- Retaining the option to increase deposit amounts for customers who demonstrate a pattern of delinquent payments.

Updates to the City's process for handling delinquent accounts include:

- Providing City staff with the authority to establish extended payment plans with customers for overdue balances. The current requirement stipulates that staff will collect a late payment fee and additional deposit amount to re-establish service.
- Enabling staff to initiate the disconnection process for customers who do not adhere to the terms of payment arrangements.
- Removing the requirement that staff initiate lien filings as an initial tool to collect overdue balances.

BUDGET IMPACT:

There is no operating budget impact resulting from the proposed changes as fee amounts currently collected remain the same. There will be a reduction in interest earnings, but this reduction is expected to be very minimal.

RECOMMENDATION:

Staff recommends that the Council adopt an Ordinance amending City Code Chapter 24 – Water, Sewers and Sewage Disposal, Article II – Municipal Water System and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

ORDINANCE NO. 2064-1221

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 24 (WATER, SEWERS AND SEWAGE DISPOSAL), ARTICLE II (MUNICIPAL WATER SYSTEM) AND ARTICLE III (SEWERS AND SEWAGE DISPOSAL) RELATING TO WATER AND SEWER SERVICES.

SECTION 1. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 1 (Generally), Section 24-16 (Article part of contract) is hereby amended as follows:

24-16 - Article part of contract.

All regulations contained in this article AND ANY ADMINISTRATIVE POLICY ISSUED PURSUANT TO THIS SECTION shall be considered a part of the contract of every resident of the city OR NON RESIDENT taking ~~water~~ UTILITY serviceS from the city, and such resident OR NON RESIDENT taking ~~water~~ UTILITY serviceS shall be considered as having expressly consented to be bound thereby. ~~Consumers outside the city limits shall, upon application for water service, be required to sign a statement agreeing to the regulations set forth in this article.~~

SECTION 2. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 1 (Generally), Section 24-17 (Management) is hereby amended as follows:

24-17 - Management.

- (A) The city manager or authorized designee shall have immediate control and management ~~of all things~~ pertaining to the ~~town water works~~ CITY'S UTILITY system and shall perform all acts that may be necessary for the prudent, efficient, and economical management and protection of ~~said water works~~ SUCH SYSTEM. The council shall have the power to prescribe such other and further rates, rules and regulations as it may deem necessary.
- (B) FOR PURPOSES OF THIS ARTICLE, UTILITY SERVICES IS THE CITY'S WATER SYSTEM OF TRANSMISSION AND DISTRIBUTION LINES UP TO A CUSTOMER METER. BEYOND THE CUSTOMER METER IS THE CUSTOMER'S RESPONSIBILITY. FOR WASTEWATER SERVICES IT IS THE CITY'S WASTEWATER COLLECTION SYSTEM, FROM THE CITY'S RIGHT OF WAY, TO COLLECTION AND INTERCEPTOR LINES AND

TREATMENT, RELCLAMATION AND RECHARGE FACILITIES. SOLID WASTE SERVICES AS PART OF UTILITY SERVICES IS THE COLLECTION AND/OR RECYLING OF SOLID WASTE. THE CITY COUNCIL MAY DESIGNATE OTHER SERVICES FROM TIME TO TIME AS PART OF THE CITY'S UTILITY SYSTEM.

SECTION 3. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 1 (Generally), Section 24-18 (Receipts and deposits), Section 24-19 (Service applications), Section 24-20 (Fee for turning on water service) and Section 24-21 (Discontinuance of service upon request of customer) are hereby deleted in their entirety and reserved for future use.

SECTION 4. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 1 (Generally), Section 24-22 (Meters, generally) is hereby amended as follows:

24-22 - Meters, generally.

- (a) All water sold by the city shall be measured by meters which shall be owned and kept in repair by the city. The size of the meter for each business and commercial establishment shall be ~~fixed by order of the water department.~~ DETERMINED BY THE CITY AT THE TIME OF REQUESTING SERVICE.
- (b) The city ~~may install~~ SHALL DESIGNATE THE LOCATIONS FOR INSTALLATION OF a water meter on the property line or on the consumer's property in such location as deemed necessary and which is conveniently accessible by a meter reader.

...

- (E) WATER METERS FOR NEW SERVICE CONNECTIONS WILL NOT BE INSTALLED UNTIL THE REQUESTOR HAS PAID ALL APPLICABLE PERMIT FEES ACCORDING TO SCHEDULES ADOPTED BY THE CITY COUNCIL. A NEW SERVICE CONNECTION IS DEFINED AS A TAP INTO A CITY WATER DISTRIBUTION LINE FOR A PROPERTY THAT HAS NOT PREVIOUSLY HAD WATER SERVICE FROM THE CITY.

SECTION 5. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 1 (Generally), Section 24-26 (Supplying water to others prohibited) is hereby amended as follows:

24-26 - Supplying ~~water~~ UTILITY SERVICES to others prohibited.

No occupant or owner of any building ~~into which water is introduced will be allowed to supply water~~ FOR WHICH UTILITY SERVICES ARE PROVIDED SHALL PROVIDE to other persons or families UTILITY SERVICES or for use on any other property, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY MANAGER OR DESIGNEE.

SECTION 6. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 1 (Generally), Section 24-27 (Prevention of cross-connection or backflow) is hereby amended as follows:

24-27 - Prevention of cross-connection or backflow.

The city ~~may~~ SHALL refuse to provide service unless the lines or piping are installed on the premises so as to prevent cross-connections or backflow.

SECTION 7. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 1 (Generally), Section 24-29 (Consumer negligence) is hereby amended as follows:

24-29 - Consumer negligence.

If damage to the city ~~water~~ UTILITY system or injury to city employees is caused by the negligence of any consumer which requires any repairs, replacements or damages, the cost of such shall be added to that consumer's bill, and if such charges are not paid, ~~water~~ UTILITY services may be discontinued.

SECTION 8. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 1 (Generally), Section 24-30 (Easement, etc) is hereby amended as follows:

24-30 - Easements, etc.

Each consumer shall provide to the city AT NO EXPENSE such easement and right-of-way as is necessary to provide ~~water~~ UTILITY services to ~~that~~ SUCH consumer.

SECTION 9. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 1 (Generally), Section 24-31 (Consumer to protect city property) is hereby amended as follows:

24-31- Consumer to protect city property.

The ~~water~~ UTILITY SERVICES consumer shall guarantee proper protection for city property placed on the consumer's premises and shall permit access to it only to authorized representatives of the city.

SECTION 10. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 1 (Generally), Section 24-32 (Interruption of service) is hereby amended as follows:

24-32 - Interruption of service.

- (a) The city shall ~~notify~~ PROVIDE NOTICE REASONABLE UNDER THE CIRCUMSTANCES TO the consumer in advance of any ~~anticipated~~ PLANNED

interruption of UTILITY serviceS ~~when such advance notice is possible~~. The city shall not be responsible for any interruption of ~~water~~ UTILITY serviceS caused by forces beyond its control.

...

SECTION 11. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 1 (Generally), Section 24-33 (Sprinkling restrictions) is hereby deleted in its entirety and reserved for future use.

SECTION 12. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 1 (Generally), Section 24-34 (Waste of water prohibited) is hereby amended as follows:

24-34 - Waste of water prohibited.

Consumers shall prevent unnecessary waste of water and keep all water outlets closed when not in actual use. All water outlets, including those used in conjunction with hydrants, urinals, water closets, bathtubs and other fixtures, shall not be left running for any purpose other than the use for which they were intended.

...

(6) *Enforcement authority.* A written notice and/or civil citation may be issued for a violation of this ~~ordinance~~ CHAPTER by the code compliance manager, a code compliance officer, the water conservation coordinator, a water conservation specialist, or the city manager or authorized designee. The enforcing official is authorized to make inspections in the normal course of job duties, in response to a complaint that an alleged violation of the provisions of this Code may exist, or when there is reason to believe that a violation of this Code has been or is being committed.

(7) *Written notice.*

(a) Notwithstanding an enforcement action, any owner, occupant, lessee, agent, manager or responsible person who violates any provision of this article shall first receive a written notice. The written notice shall include, at a minimum:

...

(iii) Recommendations as to how the waste of water can be abated and the timeframe within which the waste of water must be abated. The time provided to cease waste of water may range from a requirement for immediate compliance to thirty (30) days, ~~at the discretion of the city manager, or his designee, depending upon the facts and circumstances of the case,~~

...

(vi) The procedure for compliance with the written notice ~~including a re-inspection by the issuing official.~~

(b) The time period for compliance may be extended if the ~~official issuing the written notice determines that the~~ owner, occupant, lessee, agent, manager or responsible person is making reasonable progress toward compliance. All extensions shall be made in writing.

...

(8) *Written notice service.* Service of the written notice may be accomplished and will be deemed proper and complete if a copy thereof is delivered personally, serving the owner, occupant, lessee, agent, manager or responsible person, MAILED BY FIRST-CLASS MAIL or is posted in a conspicuous place in or about the property affected by such notice.

...

(10) *Citation service.* Service of the citation may be accomplished and will be deemed proper and complete if a copy thereof is delivered personally serving the owner, occupant, lessee, agent, manager or responsible person, OR SENT BY CERTIFIED OR FIRST-CLASS MAIL ADDRESSED TO THE PROPERTY OWNER'S LAST KNOWN ADDRESS, or if the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the property affected by such notice

(11) *Civil fines imposed.* The civil fine penalty for a violation of this Code shall be two hundred fifty dollars (\$250.00) per violation, and all penalties are subject to all surcharges and fees imposed by state law. The ~~court~~ HEARING OFFICER shall have the authority to suspend any portion of the civil penalty provided the defendant ceases the waste of water activity found to be in violation of this Code.

(12) *Appearance.* Within ten (10) days of the issuance of the citation, the defendant shall appear in person or through his attorney in municipal court ~~and shall either admit or deny the allegations contained in the complaint or the defendant may proceed to make payment by mail as provided in this Code.~~ BEFORE THE HEARING OFFICER AND SHALL ENTER A PLEA OF RESPONSIBLE OR NOT RESPONSIBLE. If the defendant admits the allegations, the court shall immediately enter judgment against the defendant in the amount of the fine for the violation charged and shall require that the defendant immediately cease the waste of water activity. If the defendant denies the allegations contained in the citation(s), the court shall set a hearing date for the trial of the matter.

...

- (14) *Penalty for failure to appear.* If the defendant fails to appear as directed on the citation, the court, upon request by the code official or authorized designee, shall enter ~~a default judgment~~ A FINDING OF RESPONSIBILITY FOR THE VIOLATION AND SHALL IMPOSE A CIVIL SANCTION for the amount of the fine indicated for the violation charged. Additionally, the defendant may be fined up to one hundred dollars (\$100.00) for failure to appear at the time and place set for any trial of a matter arising under this Code.
- (15) *Payment by mail.* The defendant may admit the allegations in the citation and pay the fine indicated by mailing the citation, together with a check for the amount of the fine to and made payable to the Avondale City Court.

...

SECTION 13. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 1 (Generally), Section 24-35 (Inspections) is hereby amended as follows:

24-35 - Inspections.

Whenever in the judgment of the ~~clerk~~ FINANCE DIRECTOR it is deemed necessary, he may AUTHORIZE AN inspection OF the premises or building of any ~~water~~ UTILITY SERVICES consumer for the purpose of examining the condition of all pipes, motors, meters and water fixtures, or the manner in which the water is used. ~~He shall be vigilant to protect and remedy all abuses, whether from waste or other improper use of water.~~

SECTION 14. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 1 (Generally), Section 24-36 (Grounds for city to discontinue service) is hereby amended as follows:

24-36 – Grounds for city to discontinue service.

The city may discontinue ~~water~~ UTILITY serviceS:

...

- (10) Nonpayment of ~~water~~ UTILITY bill PURSUANT TO SECTION 24-54.

SECTION 15. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 1 (Generally), Section 24-37 (Restoration of service) is hereby deleted in its entirety and reserved for future use.

SECTION 16. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 2 (Rates, Charges, Billing and Collection Procedures) is hereby amended to add a new Section 24-39 (Authority); a new Section 24-40 (Receipts and Fees) and a new Section 24-41 (Service Applications) to read as follows:

24-39 - AUTHORITY.

THE CITY MANAGER OR AUTHORIZED DESIGNEE AND THE FINANCE DIRECTOR SHALL HAVE AUTHORITY TO PRESCRIBE ADMINISTRATIVE PROCEDURES AND POLICIES TO IMPLEMENT THE PROVISIONS OF THIS CHAPTER ON BEHALF OF THE CITY.

24-40 – RECEIPTS AND FEES.

- (A) THE FINANCE DIRECTOR SHALL KEEP A CORRECT ACCOUNT OF ALL RECEIPTS, MAKE OUT ALL BILLS FOR WATER SERVICE AND MATERIALS FURNISHED TO CONSUMERS, COLLECT THE SAME, AND DEPOSIT THE PROCEEDS SO COLLECTED TO THE CREDIT OF THE CITY.
- (B) THE FINANCE DIRECTOR MAY PERIODICALLY RECOMMEND THE ASSESSMENT OR ADJUSTMENT OF FEES PERTAINING TO THE ADMINISTRATION OF NEW AND EXISTING ACCOUNTS FOR COUNCIL APPROVAL. SUCH FEES WILL BE PUBLISHED/MADE AVAILABLE IN ACCORDANCE WITH CITY AND STATE REGULATIONS PERTAINING TO FEE NOTIFICATIONS AND PUBLICATIONS.

24-41 - SERVICE APPLICATIONS.

- (A) FROM AN ESTABLISHED CONNECTION AND ACCOUNT SHALL BE MADE IN THE MANNER DESIGNATED BY THE DIRECTOR. SUCH APPLICATION SHALL DESIGNATE THE FULL ADDRESS OF THE PROPERTY. APPLICANT WILL FURNISH: NAME; SPOUSE'S NAME (IF APPLICABLE); THE OFFICIAL STREET NUMBER ASSIGNED TO THE PREMISES OR THE LEGAL DESCRIPTION OF THE PROPERTY; PREVIOUS ADDRESS; A COPY OF THE LEASE OR RENTAL AGREEMENT IF APPLICANT IS NOT THE PROPERTY OWNER MAY BE REQUIRED AND THE ADDRESS OF WHICH THE MONTHLY STATEMENT IS TO BE MAILED. APPLICATIONS WILL ALSO BE REQUIRED FOR CUSTOMERS TRANSFERRING SERVICES FROM ANOTHER ADDRESS WITHIN THE CITY.
- (B) THE CITY WILL DESIGNATE REQUIRED FEES FOR ESTABLISHMENT OF SERVICE WITH ADVANCE NOTICE AND MAY DESIGNATE ADDITIONAL FEES FOR SERVICE ESTABLISHMENTS PERFORMED OUTSIDE OF NORMAL BUSINESS HOURS OR WITHOUT ADVANCE NOTICE BY THE APPLICANT.
- (C) THE DIRECTOR MAY IMPLEMENT PROCEDURES TO ALLOW SERVICES FOR A LIMITED PERIOD OF TIME AT RESIDENTIAL PROPERTIES TO FACILITATE PROPERTY SALE. SERVICES MUST BE SECURED BY A LICENSED REAL ESTATE AGENT CONTRACTED FOR THE PROPERTY'S SALE LISTING WHO PROVIDES THE CITY WITH THE ESTABLISHED FEE

IN ADVANCE. WATER CONSUMPTION OF UP TO 2,000 GALLONS WILL BE PROVIDED FOR THE SERVICE FEE. CONSUMPTION IN EXCESS OF THE ALLOWANCE WILL BE THE RESPONSIBILITY OF THE AGENT. SERVICE WILL BE TERMINATED AT THE CONCLUSION OF THE TEMPORARY PERIOD WITHOUT THE PROCESS IDENTIFIED IN SECTION 24-43.

SECTION 17. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 2 (Rates, Charges, Billing and Collection Procedures) is hereby amended to add a new Section 24-42 (Security Deposit) to read as follows:

24-42 - SECURITY DEPOSIT.

- (A) ASSESSMENT OF A SECURITY DEPOSIT FOR UTILITY SERVICES. A REFUNDABLE SECURITY DEPOSIT IN AN AMOUNT TO BE SET BY RESOLUTION OF COUNCIL SHALL BE CHARGED TO ALL CUSTOMERS FOR THE ACTIVATION OF MUNICIPAL SERVICES. RESIDENTIAL CUSTOMER DEPOSITS MAY BE PAID IN UP TO THREE MONTHLY INSTALLMENTS AT THE DISCRETION OF THE FINANCE DIRECTOR FOR AN ADDITIONAL COST APPROVED BY COUNCIL ACTION. DEPOSITS FOR NON-RESIDENTIAL UTILITY ACCOUNTS MUST BE PAID IN-FULL FOR THE DESIGNATED AMOUNTS.
- (B) UPON RECEIPT OF A WRITTEN REQUEST FROM THE CUSTOMER, THE FINANCE DIRECTOR MAY WAIVE THE DEPOSIT REQUIRED UNDER THIS SECTION IF DURING THE PRECEDING 12 MONTHS THE APPLICANT'S PAYMENT HISTORY WITH THE CITY, ANOTHER LOCAL GOVERNMENT ENTITY, OR ANOTHER PUBLIC UTILITY EVIDENCES THAT THE APPLICANT HAS TIMELY PAID THEIR BILLS.
- (C) ALL DEPOSITS SHALL BE RETAINED BY THE CITY AS SECURITY FOR PAYMENT OF FUTURE UTILITY SERVICE CHARGES UNTIL ALL UTILITY SERVICES ARE TERMINATED AND THE ACCOUNT IS CLOSED WITH THE OUTSTANDING BALANCE ON ALL UTILITY ACCOUNTS PAID IN FULL. UPON SATISFACTORILY CLOSING AN ACCOUNT AND CHARGES, ANY REMAINING BALANCE ON THE CUSTOMER DEPOSIT WILL BE REFUNDED AND SENT TO THE ADDRESS PROVIDED BY THE CUSTOMER. CUSTOMER DEPOSITS WILL NOT EARN INTEREST. THE CUSTOMER'S DEPOSIT MAY BE RETURNED TO THE CUSTOMER UPON A WRITTEN REQUEST TO THE CITY WHILE SERVICE IS STILL ACTIVE IF THERE HAVE BEEN NO LATE UTILITY PAYMENTS FOR A MINIMUM OF THE PRIOR 12 MONTHS ON THE CUSTOMER'S ACCOUNT. THE DEPOSIT WILL BE APPLIED TO CHARGES DUE ON THE ACCOUNT UNTIL THE DEPOSIT HAS BEEN EXHAUSTED IN FULL.
- (D) IN THE EVENT A CUSTOMER'S DEPOSIT HAS BEEN REFUNDED OR WAIVED AS HEREIN PROVIDED, THE FINANCE DIRECTOR OR

CUSTOMER SERVICE SUPERVISOR MAY REQUIRE A NEW DEPOSIT AS A CONDITION OF CONTINUED SERVICE IN THE EVENT THE CUSTOMER FAILS TO PAY THE CHARGES REQUIRED UNDER THIS CHAPTER WHEN EACH BILL IS DUE AND PAYABLE FOR ANY BILLING PERIOD WITHIN THE PRIOR 12 MONTH PERIOD.

- (E) NO MORE THAN ONE DEPOSIT SHALL BE REQUIRED AND RETAINED WHEN MULTIPLE SERVICES ARE RECEIVED ON THE SAME ACCOUNT. A SEPARATE DEPOSIT IS REQUIRED FOR EACH METER.
- (F) OWNER GUARANTEE. A PROPERTY OWNER MAY PAY THE DEPOSIT REQUIRED FOR UTILITY SERVICES ON BEHALF OF A TENANT.

SECTION 18. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 2 (Rates, Charges, Billing and Collection Procedures) is hereby amended to add a new Section 24-43 (Discontinuance of Service upon Request of Customer) to read as follows:

24-43 - DISCONTINUANCE OF SERVICE UPON REQUEST OF CUSTOMER.

- (A) CUSTOMERS REQUESTING TO DISCONTINUE UTILITY SERVICES WILL PROVIDE THE FINANCE DIRECTOR / CUSTOMER SERVICE SECTION WITH NOTICE AT LEAST ONE DAY IN ADVANCE OF DESIRED TERMINATION DATE USING COMMUNICATIONS MEANS APPROVED BY THE CITY. SHOULD A CUSTOMER REQUIRE ACCOUNT TERMINATION FOR THE SAME DAY OR DURING NON-BUSINESS HOURS, THE DIRECTOR MAY ESTABLISH AN ADDITIONAL FEE FOR THIS SERVICE UPON COUNCIL APPROVAL. RESPONSIBILITY FOR WATER CONSUMED EXTENDS TO THE TIME OF DEPARTURE OR TO THE TIME SPECIFIED FOR DEPARTURE, WHICHEVER OCCURS LAST.
- (B) ALL REQUESTS FOR TERMINATION OF UTILITY SERVICE MUST BE MADE BY THE ACCOUNT HOLDER(S) ON A UTILITY SERVICE ACCOUNT OR THEIR AUTHORIZED AGENT. WHEN THE UTILITY SERVICE IS ORDERED TERMINATED, A FINAL BILL WILL BE PREPARED FOR ALL CHARGES FOR SERVICES PROVIDED TO THE PREMISES. THE USER REQUESTING TERMINATION OF SERVICE SHALL PROVIDE THE CITY WITH A CHANGE OF ADDRESS.
- (C) UNTIL SUCH NOTICE AND PAYMENTS ARE MADE, THE USER SHALL BE RESPONSIBLE FOR THE BILL.
- (D) IN THE EVENT THAT SUCH USER SHALL HAVE MADE A DEPOSIT TO THE CITY, AND SUCH DEPOSIT IS STILL BEING RETAINED BY THE CITY, THE DEPOSIT AMOUNT WILL BE APPLIED TO THE BALANCE OWING ON THE ACCOUNT AND ANY UTILITY PENALTIES AND

CHARGES. ANY REMAINING CREDIT WILL BE REFUNDED OR TRANSFERRED TO AN OPEN ACCOUNT.

SECTION 19. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 2 (Rates, Charges, Billing and Collection Procedures) 24-46 (Security Deposit) is hereby deleted in its entirety and reserved for future use.

SECTION 20. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 2 (Rates, Charges, Billing and Collection Procedures) Section 24-50 (Incorrect bills, generally) is hereby amended as follows:

24-50 - Incorrect bills generally.

Any consumer may present a claim to the city if he believes that he may have received an incorrect water bill. Such claim may be presented in person ~~at city hall~~, TO THE FINANCE DEPARTMENT by facsimile or by email before such bill becomes delinquent, provided that the consumer may make a claim following payment of the bill and such payment shall not prejudice the claim. Such claim shall not exempt the consumer from delinquency penalties if they fail to pay their bill on time.

SECTION 21. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 2 (Rates, Charges, Billing and Collection Procedures), Section 24-54 (Billing, due date, etc.) is hereby amended to read as follows:

24-54 - Billing, due date, etc.

- (A) Water meters shall be read monthly and a separate bill shall be rendered for each meter. All ~~water~~ bills FOR MUNICIPAL SERVICES shall be due on the date printed on the bill. Bills shall become delinquent and service may be discontinued 20 days following the billing date. The city reserves the right to vary the dates or length of billing period, temporarily or permanently, if necessary or desirable.
- (B) IT IS THE RESPONSIBILITY OF THE CUSTOMER TO PAY ALL CHARGES IN FULL AND BY THE DUE DATE. UNPAID BALANCES REMAINING ON A FOLLOWING BILL MAY BE SUBJECT TO A PENALTY EQUAL TO ONE AND ONE-HALF (1½) PERCENT PER MONTH ON ANY OUTSTANDING UNPAID BALANCE, OR TWO DOLLARS (\$2.00), WHICHEVER IS GREATER.
- (C) IF ALL CHARGES DUE FOR MUNICIPAL SERVICE(S) ARE NOT PAID IN FULL BEFORE A BILL BECOMES DELINQUENT, THE CITY MAY TERMINATE SERVICE AT THE SERVICE ADDRESS FOR WHICH PAYMENT IS DELINQUENT. SERVICE SHALL NOT BE TERMINATED UNTIL THE CITY NOTICES THE CUSTOMER AND GIVES THE CUSTOMER AN OPPORTUNITY TO CURE THE DELINQUENCY BY PAYING ALL OUTSTANDING PAST DUE AMOUNTS IN FULL.

- (D) IF THE CUSTOMER FAILS TO CURE THE DELINQUENCY WITHIN THE TIME SPECIFIED IN SUCH NOTICE, THE CITY MAY TERMINATE WATER AND/OR SEWER SERVICE BY DISCONNECTING THE SERVICE ON OR AFTER THE DATE STATED IN THE TERMINATION NOTICE.
- (E) ONCE SERVICE IS DISCONNECTED, A DELINQUENT ACCOUNT FEE SHALL BE CHARGED TO THE CUSTOMER'S ACCOUNT IN ADDITION TO ANY COSTS ASSOCIATED WITH THE TERMINATION OF SERVICE. THE CITY MAY USE ALL OR ANY PART OF THE DEPOSIT PROVIDED BY THE CUSTOMER PURSUANT TO SECTION 24-42 TO PAY THE DELINQUENT CHARGES. IF THE CUSTOMER SATISFACTORILY PAYS ALL PAST DUE AMOUNTS AND RELATED FEES OR THE CITY HAS ACCEPTED AN ALTERNATE PAYMENT ARRANGEMENT, SERVICES WILL BE RECONNECTED BY THE NEXT BUSINESS DAY. RE-CONNECTIONS REQUESTED ON THE SAME BUSINESS DAY MAY BE ASSESSED AN ADDITIONAL FEE.
- (F) THE CUSTOMER IS REQUIRED TO PAY OR MAKE SATISFACTORY ARRANGEMENTS TO PAY ALL AMOUNTS OWED TO THE CITY. CUSTOMERS MAY BE REQUIRED TO PROVIDE A NEW OR INCREASED DEPOSIT AS PROVIDED IN SECTION 24-42, BEFORE WATER AND/OR SEWER SERVICE IS RESTORED TO THE SERVICE ADDRESS.
- (G) NOTWITHSTANDING THE REQUIREMENT TO PAY ALL AMOUNTS OWED TO THE CITY BEFORE SERVICE IS RESTORED IN SUBSECTION (F) ABOVE, THE CITY MAY ESTABLISH AND IMPLEMENT POLICIES AND PROCEDURES WHICH ALLOW FOR DEFERRING, REDUCING OR WAIVING, IN WHOLE OR IN PART, ANY WATER AND/OR SEWER CHARGES AND FEES ON A CASE BY CASE BASIS. THE CITY MAY ALSO AGREE TO ACCEPT ALTERNATE PAYMENT ARRANGEMENTS, ON A CASE BY CASE BASIS AND UNDER TERMS THAT THE CITY DETERMINES. THE ESTABLISHMENT AND IMPLEMENTATION OF SUCH CITY POLICIES AND GRANTING ANY SUCH ACCOMMODATION WILL OCCUR IN THE CITY'S SOLE DISCRETION AND IS NOT SUBJECT TO APPEAL OR CHALLENGE.

SECTION 22. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 2 (Rates, Charges, Billing and Collection Procedures), Section 24-55 (Penalty for late payment and lien for unpaid charges) is hereby amended to read as follows:

24-55 - ~~Penalty for late payment and lien~~ LIENS for unpaid charges.

- (a) ~~A delinquent bill shall be subject to a penalty equal to one and one half (1½) percent per month on any outstanding unpaid balance.~~

- ~~(b)~~(A) THE CITY RESERVES THE RIGHT TO RECOVER Any charges imposed by this article, if not paid by the date on which they are due, ~~shall constitute~~ BY FILING a lien on the property, lot or tract of land to which service was rendered.
- ~~(c)~~(B) ~~Upon delinquency,~~ The city ~~shall~~ WILL give notice to the user and the owner, if known, of the property which notice shall indicate that the city will record a lien against the subject property unless all past due charges are paid. THE CITY'S PROCESSING COSTS TO FILE THE LIEN WILL BE ADDED TO THE LIEN AMOUNT DUE.
- ~~(d)~~(C) If delinquent charges are not paid, the city shall record in the office of the Maricopa County recorder a notice and claim of lien. The city shall then promptly send by ~~ordinary~~ CERTIFIED mail, a copy to the user, and the owner, if known, at their last known mailing address. The notice and claim of lien shall contain the following:
 - (1) A description of the property sufficient for identification;
 - (2) The name of the utility user and recorded owner of the property if known;
 - (3) The amount owed.
- (D) At such time as the lien is recorded, the cost of preparing, processing and releasing the lien shall be added to the amount then due.

...

SECTION 23. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System), Division 2 (Rates, Charges, Billing and Collection Procedures), Section 24-56 (Collection by civil suit) is hereby amended to read as follows:

24-56 - Collection by civil suit.

- (A) NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS CHAPTER, ~~Delinquent~~ charges may also be collected by a civil suit, instituted in the name of the city ~~by the city attorney at the request of the city manager~~ at any time after the charges become delinquent. ~~notwithstanding any other provision of this article to the contrary.~~ The remedies provided by this section shall be cumulative and supplemental to other remedies provided under this ~~article~~ CHAPTER.
- (B) THE CITY ATTORNEY IS AUTHORIZED TO FILE SUCH SUITS AS NECESSARY TO COLLECT DELINQUENT CHARGES.

SECTION 24. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article II (Municipal Water System) is hereby amended to add a new Division 3 (Sewer and other service rates, charges), Section 24-65 (Security Deposits) to read as follows:

DIVISION 3. - SEWER AND OTHER SERVICE RATES, CHARGES.

24-65 – SECURITY DEPOSITS.

- (A) A SEWER SECURITY DEPOSIT MAY BE REQUIRED OF ALL SEWER CUSTOMERS OF THE CITY WHO ARE NOT REQUIRED TO PAY A WATER SECURITY DEPOSIT. A SEPARATE DEPOSIT IS REQUIRED FOR EACH CONNECTION.
- (B) DEPOSITS SHALL NOT EARN INTEREST AND SHALL BE REFUNDED TO THE CUSTOMER UPON DISCONTINUANCE OF SERVICE AND PAYMENT OF CHARGES, PROVIDED THAT THE CHARGES MAY BE DEDUCTED FROM THE DEPOSIT BEFORE THE REFUND IS MADE.
- (C) ALL OTHER PROVISIONS OF THIS CHAPTER APPLICABLE TO WATER RATES SHALL BE APPLICABLE TO ALL UTILITY CHARGES IMPOSED BY THE CITY.

SECTION 25. The Avondale City Code, Chapter 24 (Water, Sewers, and Sewage Disposal), Article III (Sewers and Sewage Disposal), Division 4 (Rates and Charges), Subsection 24.119.1 (Security Deposit) is hereby deleted in its entirety and reserved for future use.

SECTION 26. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 27. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
December 13, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

SUBJECT: Ordinance 2069-1221 – Abandonment of a portion of Roosevelt Street Right-of-Way

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-1012

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

STRATEGIC PLAN:

Strategic Outcome: Creative and Sustainable Development

- Strategy: Develop diverse housing options, to include housing that is affordable to workers and close to their jobs.
-

PURPOSE:

City Council will consider a request to adopt Ordinance 2069-1221, authorizing the abandonment of a portion of Roosevelt Street right-of-way located between Park Avenue and 112th Drive and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents. Council will take appropriate action.

BACKGROUND:

On October 7th, 2013, City Council approved the Final Plat for Avondale City Center Phase 3 recorded with Maricopa County in Book 1116, Page 43 in the Maricopa County Recorder's Office. This right-of-way (ROW) was automatically conveyed to the City of Avondale when the plat was recorded.

DISCUSSION:

The City is looking to abandon approximately 4,285 square feet of the ROW at the southeast corner of Park Avenue and Roosevelt Street, in order to sell this property along with Tract 1 of the Final Plat for Avondale City Center Phase 3 to allow for future development associated with the Encore residential project proposed in The BLVD Specific Plan's Park Avenue District. The legal description of the abandonment is attached as Exhibit A.

BUDGET IMPACT:

There is no direct budget impact for this item. However, the abandonment of this right-of-way is required for the sale of real property located at the Southeast corner of Park Avenue and Roosevelt Street for \$114,000 less closing costs.

RECOMMENDATION:

Staff recommends that City Council adopt an Ordinance authorizing the abandonment of a portion of Roosevelt Street right-of-way located between Park Avenue and 112th Drive, and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

ORDINANCE NO. 2069-1221

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ABANDONING A RECTANGULAR PARCEL OF RIGHT-OF-WAY GENERALLY LOCATED SOUTH OF ROOSEVELT STREET AND EAST OF PARK AVENUE, IN AVONDALE, ARIZONA.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to dispose of its acquired property as the City’s interests may require; and

WHEREAS, through a special warranty deed recorded at Instrument No. 2012-0608967 in the Maricopa County Recorder’s Office on July 12, 2012, the City acquired property consisting of $\pm$ 9.74 acres of land. A portion of the acquired land, $\pm$ 4,285 square feet or 0.098 acres of land, generally located south of Roosevelt Street and east of Park Avenue, was dedicated for public use by plat entitled Final Plat for Avondale City Center Phase 3 and recorded as Document No. 2013-0914233 in the Maricopa County Recorder’s office on October 16, 2013 (the “Abandoned ROW”); and

WHEREAS, the Abandoned ROW has never been used as a roadway and the City is authorized to vacate the land pursuant to ARIZ. REV. STAT. § 9-240(B)(3)(e) and ARIZ. REV. STAT. § 28-7205; and

WHEREAS, the Council of the City of Avondale (the “City Council”) has determined that the Abandoned ROW is no longer needed and therefore, it is necessary and appropriate to abandon said property.

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

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

SECTION 2. The Abandoned ROW, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby declared to be no longer necessary and is hereby abandoned to the adjacent City parcel, which is labeled as Tract 1 of the Final Plat for Avondale City Center Phase 3, recorded as Document No. 2013-0914233 in the Maricopa County Recorder’s office.

SECTION 3. Upon recordation of this Ordinance in the office of the Maricopa County Recorder, the ownership of the Abandoned ROW shall re-vest in the City, which is the owner for the land abutting the Abandoned ROW.

SECTION 4. The Mayor, the City Manager, 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 Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 13, 2021.

Kenneth Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2069-1221

[Legal Description and Map of Abandoned ROW]

See following pages.

**LEGAL DESCRIPTION
RIGHT OF WAY ABANDONMENT**

That portion of Tract 1, as said tract is shown on the plat entitled "AVONDALE CITY CENTER PHASE 3" recorded October 16, 2013 in Book 1163, of Maps, page 43, Official Records of Maricopa County Recorder, situated in the Southwest quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Northeast corner of said Tract 1;

Thence along the North line thereof, South 88°59'16" West, a distance of 65.71 feet;

Thence continuing along said North line, South 44°28'34" West, a distance of 35.66 feet to a point on the East right of way line of Park Avenue;

Thence North 00°02'08" West along said East line of Park Avenue, a distance of 51.02 feet;

Thence North 44°28'34" East, a distance of 28.51 feet;

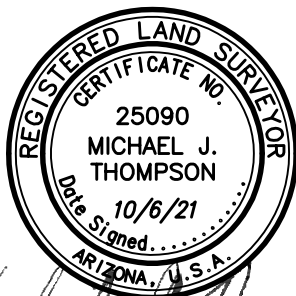
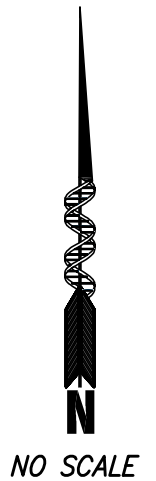
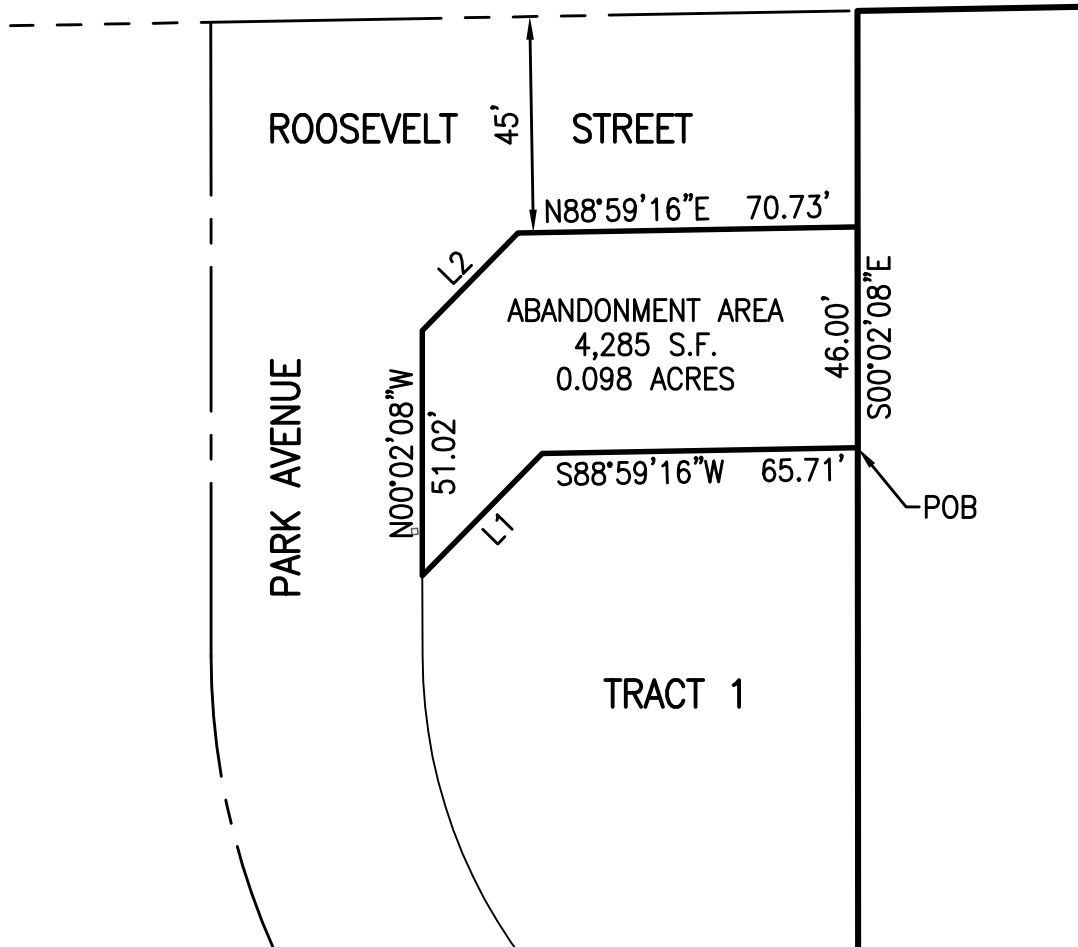
Thence North 88°59'16" East, along a line parallel with and 45.00 feet South of the monument line of Roosevelt Street, a distance of 70.73 feet;

Thence South 00°02'08" East, a distance of 46.00 feet to the POINT OF BEGINNING;

Containing 4,285 square feet, square feet, or 0.098 acres of land, more or less.



Helix Engineering, LLC Engineering / Surveying / Consulting 3240 E Union Hills, Suite 113, Phoenix, AZ 85050 (ph) 602-788-2616, www.hxeng.com	LEGAL DESCRIPTION RIGHT OF WAY ABANDONMENT AREA		
	DRAWN BY: MJT	10-6-21	JOB No.: 584
	CHECKED BY: TDS		SHEET 1 OF 1



LINE TABLE		
NO.	BEARING	LENGTH
L1	S 44°28'34" W	35.66'
L2	N 44°28'34" E	28.51'

NOTE: ALL VALUES SHOWN ARE CALCULATED, UNLESS NOTED OTHERWISE.

Helix Engineering, LLC
Engineering / Surveying / Consulting
3240 E Union Hills, Suite 113, Phoenix, AZ 85050
(ph) 602-788-2616, www.hxeng.com

EXHIBIT RIGHT OF WAY ABANDONMENT AREA		
DRAWN BY: MJT	10-6-21	JOB No.: 584
CHECKED BY: TDS		SHEET 1 OF 1

CITY COUNCIL REPORT

SUBJECT: Ordinance 2070-1221 – Sale of Real Property Located at the Southeast Corner of Park Avenue and Roosevelt Street

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-1012

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

STRATEGIC PLAN:

Strategic Outcome: Creative and Sustainable Development

- Strategy: Develop diverse housing options, to include housing that is affordable to workers and close to their jobs.
-

PURPOSE:

City Council will consider a request to adopt Ordinance 2070-1221 authorizing the sale of approximately 16,486 square feet of real property located at the southeast corner of Park Avenue and Roosevelt Street, Avondale, AZ Assessor Parcel Number 102-57-258 and a portion of right-of-way (ROW) of Roosevelt Street (4,285 square feet) abandoned per Ordinance 2069-1221, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On October 7th, 2013, City Council approved the Final Plat for Avondale City Center Phase 3 recorded with Maricopa County in Book 1116, Page 43 in the Maricopa County Recorder's Office. Tract 1 and the additional ROW were automatically conveyed to the City of Avondale when the plat was recorded.

The City Council Approved an Ordinance to abandon a portion of Roosevelt Street located between Park Avenue and 112th Drive on December 13, 2021.

This property is located within the Park Avenue District of The BLVD and is zoned The BLVDD. The Park Avenue District is located east of Avondale Boulevard and north of Van Buren Street, and is the planned core of The BLVD.

Development within this District will be centered around a public gathering area that will accommodate events and activities that bring people into The BLVD, creating a vibrant, active street scene and, in turn, support local businesses. Permitted uses within the Park Avenue District include a mix of hotel, retail, restaurants, sports, entertainment, theater, cultural, multi-family residential (minimum 22 dwelling units per acre), studios, offices, and post-secondary education, all of which must be designed to interface with adjacent streets in an urban manner and feature modern, contemporary design.

Within the Park Avenue District, the City of Avondale owns a 12,201 square foot parcel and has abandoned 4,285 square feet of Roosevelt Street ROW which is intended for multi-family residential use. The sale of the properties totaling 16,486 square feet will allow the property to be developed, offering over 31 dwelling units per acre, which will spark economic development in The BLVD Specific Plan area.

DISCUSSION:

The City has been working with the developer of the Encore project. Based upon needs in the area and The BLVD Specific Plan's total right-of-way along Roosevelt Street is proposed to be decreased from 91 feet wide to 45 feet wide, and Tract 1 is no longer needed by the City. Therefore, staff has determined that its highest and best use would be to sell the property to the adjacent property owner to allow the property to be developed with the proposed Encore project.

BUDGET IMPACT:

The City will receive \$114,000 less closing costs from the land sale, which will be deposited into the general fund.

RECOMMENDATION:

Staff recommends that City Council adopt an Ordinance authorizing the sale of 16,486 square feet of property located at the southeast corner of Roosevelt Street and Park Avenue in the amount of \$114,000 less closing costs, and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

PROPOSED MOTION:

I move that City Council **APPROVE** an Ordinance and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents. The Council will take appropriate action.

ORDINANCE NO. 2070-1221

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY GENERALLY LOCATED SOUTH OF ROOSEVELT STREET AND EAST OF PARK AVENUE, IN AVONDALE, ARIZONA.

WHEREAS, the City of Avondale (the “City”) is the owner of real property totaling approximately ± 0.32 acres generally located south of Roosevelt Street and east of Park Avenue (the “City Property”), as more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Article I, Section 3 of the Avondale City Charter, the City may sell property as the City’s interest may require; and

WHEREAS, the Council of the City of Avondale desires to sell whatever right, title or interest it has in the City Property.

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

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

SECTION 2. The sale of the City Property is hereby authorized, subject to such conditions as set forth in a purchase and sale agreement executed for the purpose of selling the City Property.

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

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
December 13, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2070-1221

[City Property Legal Description]

See following page.

EXHIBIT A
“Legal Description”

Tract 1, FINAL PLAT FOR AVONDALE CITY CENTER PHASE 3, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 1163 of Maps, Page 43.

CITY COUNCIL REPORT

SUBJECT: Authorization to Proceed with Annexation – The Residences at the Agua Fria - Application PL-21-0191

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-1012

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

STRATEGIC PLAN:

Creative and Sustainable Community Development - Maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:

City Council will consider a request by Adam Baugh, Withey Morris PLC, on behalf of property owner Mattfeld Holdings LLC to begin the annexation process of approximately 4.11 acres located approximately 1203 feet southwest of the southwest corner of Buckeye Road and El Mirage Road. The Council will take appropriate action.

BACKGROUND:

The proposed annexation request includes one (1) parcel of land, Assessor Parcel Number 500-40-006T totaling approximately 4.11 acres located approximately 1203 feet southwest of the southwest corner of Buckeye Road and El Mirage Road. It is encompassed by land that is in the jurisdiction of the City of Avondale and does not have direct street access, but includes a twenty (20) foot ingress, egress, and access easement. In 2001, the subject property was developed with a mobile home and personal storage. It is anticipated to be developed with "The Residences at the Agua Fria" multi-family residential project and the overall project size will be around 22.26 acres. According to the narrative, drainage issues, the parcel's shape, environmental impacts, off-site improvement requirements, and distance from utilities have impacted the development of the site (Exhibit E).

The site is zoned Maricopa County Rural-43, which allows for development of both farm and non-farm residential uses, farms and recreational and institutional uses (Exhibit B). It will be assigned the comparable zoning designation of Rural Residential (RR-43), the purpose of which is to encourage and preserve low-density residential developments with low intensity agricultural operations in a growing area, upon annexation.

The current General Plan 2030 land use designation of the subject property is High Density Residential, which is residential land that will contain densities up to 30 dwelling units per acre. These residences have limited private outdoor space and rely on shared or common open space for recreation. Patio homes, apartments, condominiums or townhomes are suitable for this land use.

A concurrent request to rezone the subject property to Planned Area Development (PAD) is scheduled to be heard before the Planning Commission on December 15, 2021 and City Council on January 24, 2022. The Residences at the Agua Fria PAD would allow for a multi-family residential development. There is also a concurrent request for a Minor General Plan Amendment to change the General Plan Land Use designation of a portion of the overall project from Medium Density to High Density Residential, scheduled for the same hearing schedule as the Rezone.

The existing uses and zoning of adjacent properties that are not included in the annexation request are:

- **North:** An industrial development, Tanks Cashion Tank and Steel Co , zoned R1-6 (Urban Residential) and undeveloped land zoned R1-6.
- **East:** A residential development zoned Diamond Ridge PAD.
- **South:** Vacant land zoned Del Rio Ranch PAD.
- **West:** An industrial development, known as the Tanks Cashion Tank and Steel Co., zoned R1-6.

SUMMARY OF REQUEST:

The project applicant, Adam Baugh, is requesting that the City Council provide City Staff with “authorization to proceed” with the proposed annexation of 4.11 gross acres as described in the legal description and map exhibit attached to this report as Exhibit E.

At this time, the tentative schedule for the required public hearing will be held during the January 10, 2021 City Council meeting, with adoption of the annexation Ordinance tentatively scheduled for the January 24, 2021 City Council meeting.

DISCUSSION:

Receiving “authorization to proceed” from City Council is the first step in the annexation of properties. Once authorized, Staff will begin completing all statutorily mandated steps towards annexation of property, including obtaining property owner and valuation information from the Maricopa County Assessor and State of Arizona Department of Revenue, scheduling the annexation for a required public hearing before City Council and a separate City Council meeting for adoption, recording a blank petition, completing all required notifications, obtaining property owner signatures, and preparing an Ordinance for the proposed Annexation.

Providing authorization to proceed does not obligate the City Council to approve the proposed annexation when the item does come back to a future Council meeting for adoption.

BUDGET IMPACT:

The annexation application included the required \$6,000 fee that will be used towards costs related to the processing of the annexation. Providing authorization to proceed does not obligate the City Council to approve the proposed annexation at a future meeting.

If the proposed annexation is approved at a future meeting and the properties are developed within the City, revenue from construction sales tax, property tax, sales tax, water and sewer fees, and development impact fees can be expected. Conversely, the City will incur costs of serving the property with Avondale services, including, but not limited to, water, sewer, sanitation, police, fire, and street services.

RECOMMENDATION:

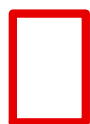
City Council will **AUTHORIZE** City Staff to proceed with the process of annexing approximately 4.11 gross acres generally located at 1203 feet southwest of the southwest corner of Buckeye Road and El Mirage Road.

PROPOSED MOTION:

I move that City Council **AUTHORIZE** City Staff to proceed with the process of annexing approximately 4.11 acres located approximately 1203 feet southwest of the southwest corner of Buckeye Road and El Mirage Road.



Aerial Photograph



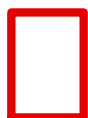
Annexation Area





Zoning Vicinity Map



 Annexation Area





General Plan Land Use Map



General Plan Land Use Designation

- Medium Density Residential
- Medium/High Density Residential
- High Density Residential
- Open Space and Parks



Annexation
Area



*SUMMARY OF RELATED FACTS
APPLICATION PL-21-0191*

<i>THE PROPERTY</i>	
PARCEL SIZE	Approximately 4.11 gross acres
LOCATION	Approximately 1203 feet southwest of the southwest corner of Buckeye Road and El Mirage Road
JURISDICTION	Maricopa County
PHYSICAL CHARACTERISTICS	Relatively flat and irregularly shaped with drainage issues and environmental impacts.
EXISTING ZONING	The property is zoned Maricopa County Rural-43, which allows for development of both farm and non-farm residential uses, farms and recreational and institutional uses
EXISTING LAND USE	Developed with a mobile home and personal storage.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	An industrial development, called Tanks Cashion Tank and Steel Co., zoned R1-6 (Urban Residential) and undeveloped land zoned R1-6.
EAST	A residential development zoned Diamond Ridge PAD.
SOUTH	Vacant land zoned Del Rio Ranch PAD.
WEST	An industrial development, known as the Tanks Farm, zoned R1-6.

<i>GENERAL PLAN</i>	
The subject property is designated by the General Plan 2030 Land Use Map as High Density Residential, which is residential land that will contain densities up to 30 dwelling units per acre. These residences have limited private outdoor space and rely on shared or common open space for recreation. Patio homes, apartments, condominiums or townhomes are suitable for this land use.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Littleton Elementary School District; Tolleson Union High School District
ELEMENTARY SCHOOL	Student's choice (No defined school). The closest district school is Estrella Vista Elementary School located approximately 0.4 miles southwest of the southwest corner of Avondale Boulevard and Buckeye Road.
HIGH SCHOOL	La Joya High school, approximately 0.5 miles south of the southwest corner of Buckeye Road and Avondale Boulevard.

UTILITIES

Future development on the annexation parcel will tie into a 12-inch water line in El Mirage Road and an 8-inch water line to be installed by developer for Del Rio Ranch III Phase 5.

City sewer service to the parcel will be accommodated by a private lift station pumping into an 8-inch sewer line in Del Rio Ranch Phase III.

SRP provides electricity to this area of Avondale.

SONOMA

COMMUNITIES

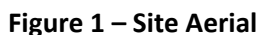
THE RESIDENCES AT AGUA FRIA

ANNEXATION NARRATIVE

1st Submittal: June 2021



The applicant is requesting to annex an approximately 3.77-acre property, commonly known as Maricopa County Assessor's Parcel Number (APN) 500-40-006T (the "Property") into the City of Avondale. The existing use of the Property, according to the County Assessor, is "mobile home site" with one (1) mobile home structure existing on the Property. The Property is currently within Unincorporated Maricopa County and is located west and south of the southwest corner of Buckeye Road and El Mirage Road, as shown on **Figure 1** below:



The Property is part of a larger 21.7-acre development site, and all but this remnant parcel is already existing within the City's boundaries. The overall development site is currently utilized for industrial uses which has been allowed over the years, although not compatible with the surrounding area. Its present condition is an eyesore for the area and it is in need of revitalization. At the same time, the property has some significant drainage, parcel shape and environmental impacts, offsites as well as distance from utilities, that have limited its development potential. That said, given the current market demand for quality living opportunities in Avondale and the greater Phoenix area, as well as the desire to diversify the land use pattern in the area, annexation is requested to provide an appropriate framework for development of the Property and overall development site.

As part of the requirements for the companion rezoning case, outreach to the Tolleson Union #214 and Little Elementary School District will be completed.

The Property is within proximity to Avondale Fire Station 171 and the Historic Old Town Sub-Station/Detention Facility.

The Del Rio subdivision to the south of the Community will include improvements for a new 8" public water line, which the Community will tap in to. We anticipate that the Community will be required to extend an additional water main within West Buckeye Road to provide a looped supply to the Community. We estimate that line to be a new 12" water line.

The Del Rio subdivision will also include improvements for a new 8" sewer, which will allow for the Community to stub into sewer; however, that sewer line will be shallow and necessitate the construction of a private lift station on-site to accommodate the Community's flows.

Any existing onsite utilities including power & gas that serve the existing industrial use will need to be relocated to accommodate development of the Community.

The proposed development will be a benefit to the City of Avondale, as it will provide new residential living opportunities and activate an underutilized property with new, quality development that furthers the vision of the area.

Conformance with State Requirements

The proposed annexation meets the requirements of Arizona law, including regarding contiguity, size and shape as follows:

1. The Property is surrounded by the annexing jurisdiction on all four (4) sides.
2. The size and shape of the parcel are a minimum 200 feet in width at all points.

The annexation of the Property by the City of Avondale will not create a County island and all other requirements are met.

Sonoma Communities looks forward to bringing a high quality community to the City of Avondale.

**Legal Description
For
Annexation Boundary
APN: 500-40-006T**

Located in the Northeast Quarter of Section 14, Township 1 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona.

Commencing at the Northeast corner said Section 14;

Thence South 00°10'33" West, along the East line of said Northeast Quarter, a distance of 1,380.77 feet;

Thence departing said East line, North 89°37'00" West, a distance of 1,028.01 feet to the Point of Beginning;

Thence continuing North 89°37'00" West, a distance of 287.79 feet;

Thence North 00°04'43" West, a distance of 608.19 feet;

Thence North 85°50'58" East, a distance of 291.32 feet;

Thence South 00°10'34" West, a distance of 631.20 feet to the Point of Beginning.

Containing 179,191.23 square feet or 4.11 acres, more or less.



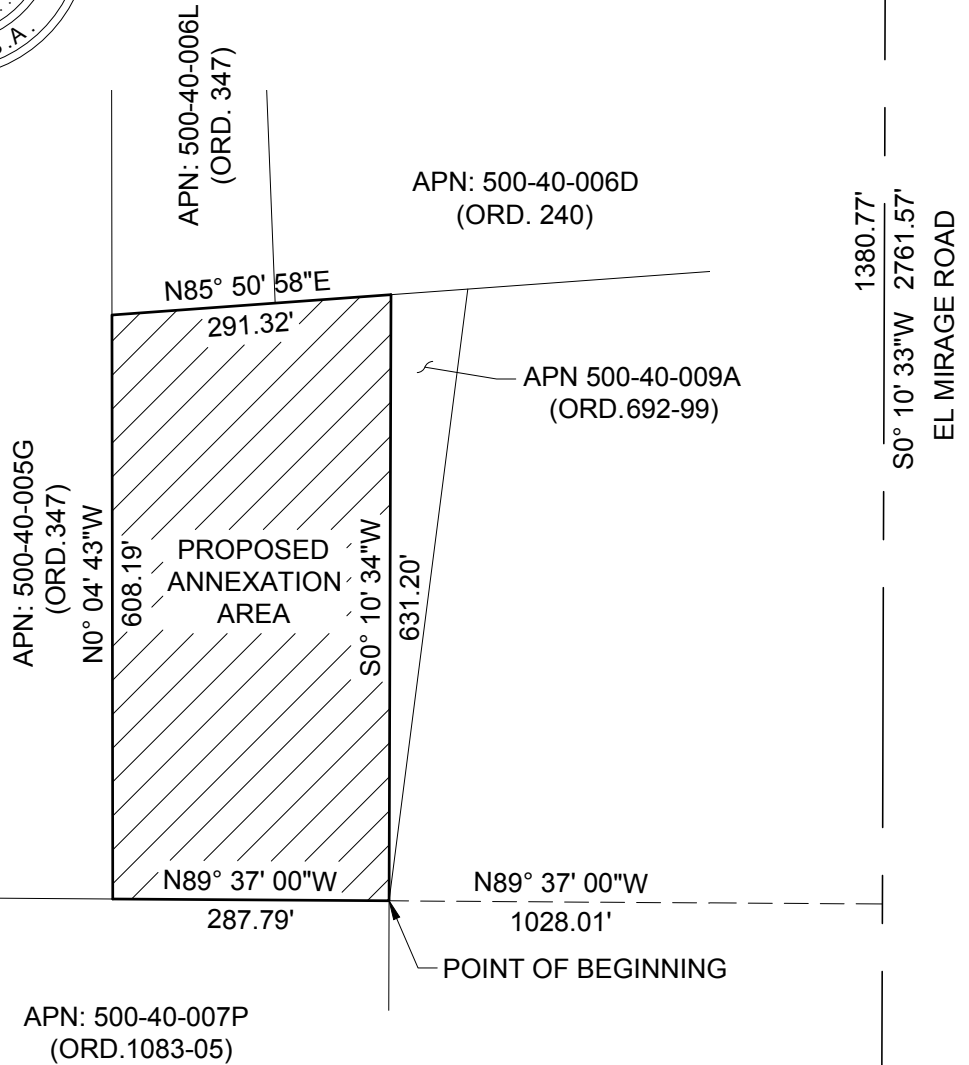


N.T.S.



NE COR. SEC. 14,
T 1 N., R 1 W.

POINT OF
COMMENCEMENT



AREA = 179,191 S.F. / 4.11 AC.

E 1/4 COR. SEC. 14,
T 1 N., R 1 W.



645 E. MISSOURI AVE., STE. 160
PHOENIX, ARIZONA 85012

P: 602.297.8732 • F: 602.230.8458

EXHIBIT

ANNEXATION EXHIBIT

APN: 500-40-006T

CITY OF AVONDALE

Project No. 1199
Sheet 1 of 1

Date : 08/24/21

CITY COUNCIL REPORT

SUBJECT: LIV Avondale - Minor Land Division - Application PL-21-0261

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-1012

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

STRATEGIC PLAN:

Strategic Outcome: Creative and Sustainable Development

- Strategy: Maintain and expand quality infrastructure and improve connectivity to City amenities.
-

PURPOSE:

City Council will consider a request by Mr. Dan Mann of 3 Engineering, on behalf of property owner Mark Hamilton, for approval of Application PL-21-0261 LIV Avondale Minor Land Division (MLD), on 15.58 gross acres of property located at the southwest corner of Roosevelt Street and Avondale Boulevard, subject to one (1) condition of approval as listed in the staff report. The proposed MLD will dedicate public right-of-way along Avondale Boulevard, Roosevelt Street and 117th Avenue, associated public utility easements along both and abandonment of a drainage easement along Avondale Boulevard. This MLD will facilitate the development of the site with a multi-family residential development and coffee shop, which is in Site Plan and Design Review. The Council will take appropriate action.

BACKGROUND:

The 15.58 gross acre vacant is zoned The BLVD (BLVDD).

The existing uses and zoning of the surrounding properties are as follows:

North: The BLVD (BLVDD) Gateway District; Vacant Agriculture

South: The BLVD (BLVDD) Gateway District; Avari Multi-Family Development

East: The BLVD (BLVDD) Park Avenue District; Vacant Agriculture

West: City Center District (CCD); Hotel and Vacant

SUMMARY OF REQUEST:

The applicant is requesting approval of a Minor Land Division (Exhibit A). The proposed Minor Land Division dedicates public right-of-way (ROW) and easements as follows:

- Avondale Boulevard - 10' of Right-of-Way (ROW), reduced to 0' at 110' north of the intersection of Roosevelt Street and Avondale Boulevard.
- Roosevelt Street - Full street 80' ROW dedication along the property frontage and 8' Public Utility Easements (PUEs) on each side of the ROW.

- 117th Avenue - One-half street 40' dedication of ROW with an 8' PUE.
- Drainage Easement Abandonment along Avondale Boulevard (Exhibit B).

ANALYSIS:

- The proposed Minor Land Division has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.
- The proposed Minor Land Division complies with all applicable City documents, including but not limited to, the Avondale Subdivision Regulations, Zoning Ordinance, General Plan 2030, and the General Engineering Requirements Manual.
- Approval of the proposed Minor Land Division will dedicate right-of-way and easements necessary to serve the future development of the property.
- Approval of the Minor Land Division conforms to the boundaries of the Minor Land Division Map dated November 16, 2021.

DISCUSSION:

The proposed Minor Land Division is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.

The conditions of approval are reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

No budget impact for this particular action. However, staff anticipates additional revenue and additional service requirements if the area is developed.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** Application PL-21-0261 LIV Avondale Minor Land Division, subject to the following condition of approval:

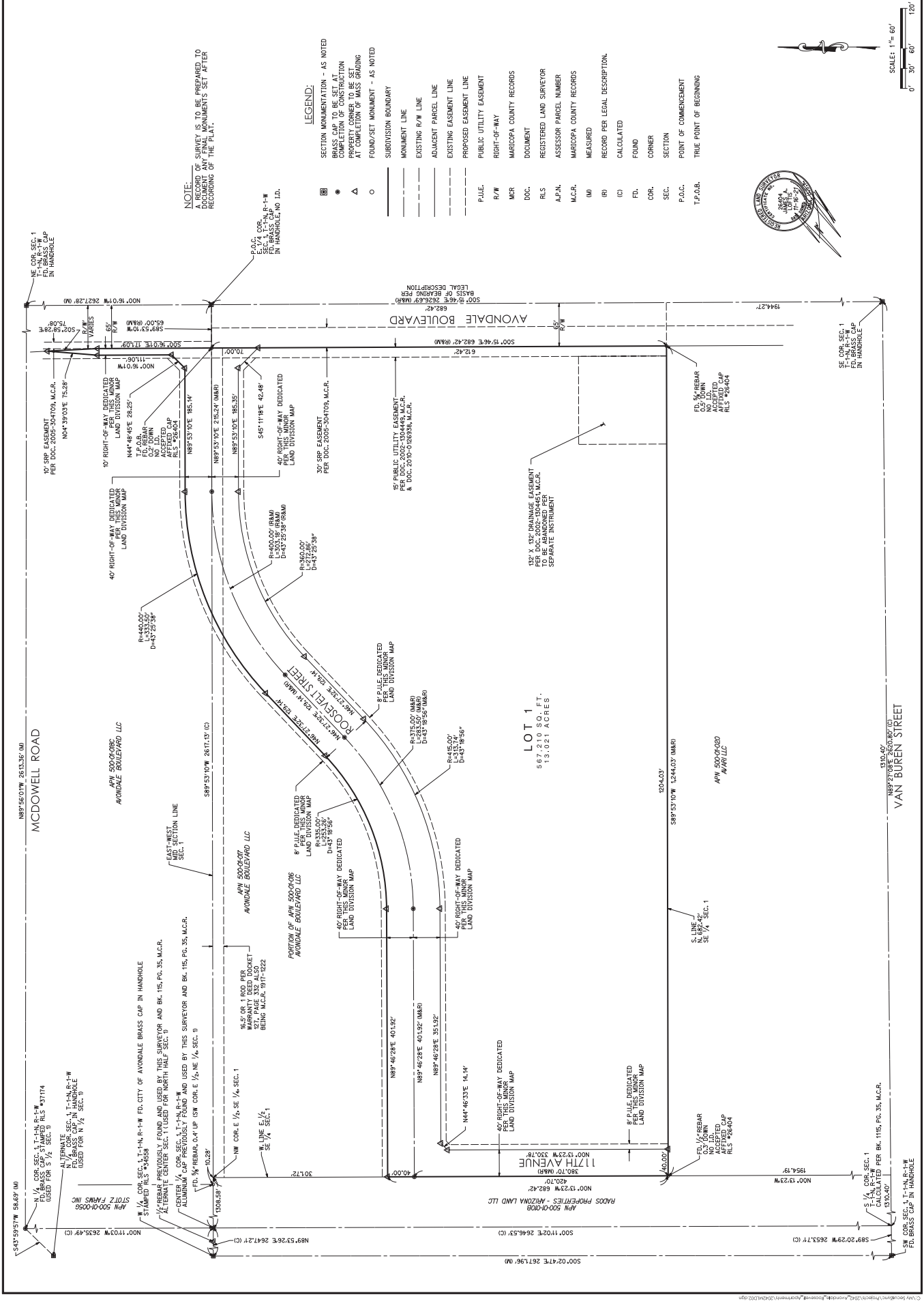
1. The recorded Minor Land Division shall be in conformance with the Minor Land Division of LIV Avondale dated November 16, 2021.

PROPOSED MOTION:

I move that City Council **APPROVE** application PL-21-0261, subject to one (1) condition of approval as listed in the staff report.

LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 1 NORTH,
RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN. MARICOPA COUNTY, ARIZONA

ADDRESS: 6370 E. THOMAS ROAD
SUITE #200
SCOTTSDALE, ARIZONA 85251



November 16, 2021
3 Engineering Job No. 2042

**LEGAL DESCRIPTION
FOR
DRAINAGE EASEMENT ABANDONMENT**

That certain Drainage Easement, recorded in Instrument no. 2002-1304451, Records of Maricopa County, Maricopa County, Arizona being more particularly described as follows;

That portion of land lying within the property recorded in Doc. 2000-0066994 being a portion of the East half of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows;

COMMENCING at the East quarter corner of said Section 1;

Thence S00°02'12"E along the East line of the Southeast quarter of said Section 1, a distance of 682.42 feet;

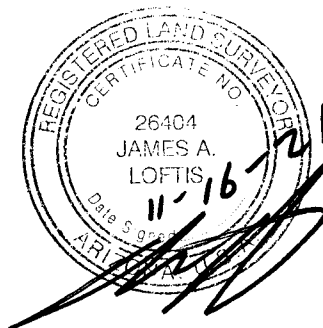
Thence N89°53'34"W, a distance of 80.00 feet to the **POINT OF BEGINNING**;

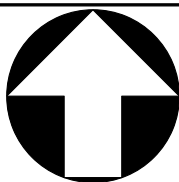
Thence continuing N89°53'34"W, a distance of 132.00 feet;

Thence N00°02'12"W parallel with the East line of the Southeast quarter of said Section 1, a distance of 132.00 feet;

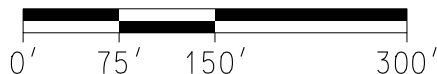
Thence S89°53'34"E, a distance of 132.00 feet;

Thence S0°02'12"E parallel with and 80.00 feet Westerly of said East line, a distance of 132.00 feet to the **POINT OF BEGINNING**.



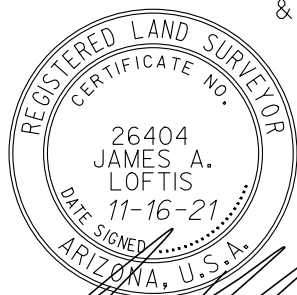


SCALE: 1"=150'



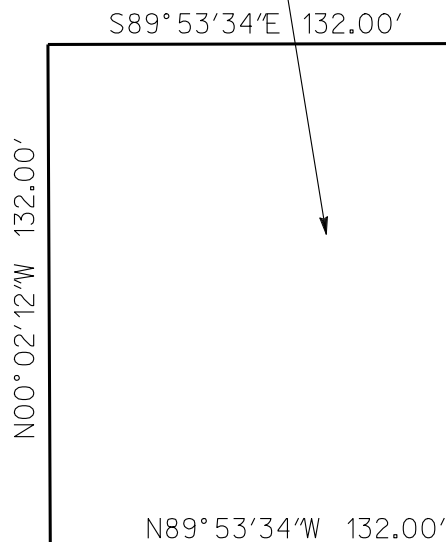
P.O.C.
E. 1/4 COR.
SEC. 1, T-1-N, R-1-W

15' PUBLIC UTILITY EASEMENT
PER DOC. 2002-1304449, M.C.R.
& DOC. 2010-0126938, M.C.R.



132' X 132' DRAINAGE EASEMENT
PER DOC. 2002-1304451, M.C.R.
TO BE ABANDONED

APN 500-01-016



APN 500-01-020

POB

SE COR. SEC. 1
T-1-N, R-1-W

N. AVONDALE BLVD.

S00°02'12"E 682.42'

E. LINE
SE 1/4

EXHIBIT "A"

DRAINAGE EASEMENT ABANDONMENT

3e engineering

planning

civil engineering

surveying

3 ENGINEERING, LLC
6370 E. THOMAS ROAD, SUITE # 200 - SCOTTSDALE, ARIZONA 85251
PHONE: (602) 334-4387 - FAX: (602) 490-3230
WWW.3ENGINEERING.COM

DATE:

11/16/21

PROJECT NO.

2042

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2065-1221 – ClearSky Rehabilitation Hospital of Avondale Annexation – Application PL-21-0124

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-1012

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

STRATEGIC PLAN:

Strategic Outcome: Creative and Sustainable Community Development

- Strategy: Maintain and expand quality infrastructure and improve connectivity to City amenities.
-

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Ordinance 2065-1221, approving a request by Mr. Danny Banks, ClearSky Health, to annex approximately 7.11 acres located at the southwest corner of McDowell Road and 109th Avenue, PL-21-0124 Project ClearSky Annexation and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The proposed annexation request includes 7.11 acres of land located at the southwest corner of McDowell Road and 109th Avenue (Exhibit A). Currently in the jurisdiction of Maricopa County, the 7.11-acre property is comprised of a 6.12-acre parcel owned by ClearSky Health of West Valley Property Company LLC and an approximately 0.99-acre strip of adjoining McDowell Road right-of-way; the request does not include an 18.37-acre parcel immediately west of the subject property, owned by Stead Family PVHCF Charitable Remainder Unitrust, which will remain in the jurisdiction of Maricopa County.

The impetus for the proposed annexation and rezoning is to accommodate development of the 6.12-acre parcel with an approximately 40,000 square foot single-story ClearSky Rehabilitation Hospital. The planned facility will provide inpatient care for patients recovering from stroke, heart attack, brain injury, spinal cord injury, orthopedic conditions, cancer, and pulmonary conditions. Annexation into the City of Avondale is required in order for the City to provide water and sewer service to the planned facility.

The property subject to the annexation request, currently in active agricultural/farming use, is relatively flat and features an irrigation canal running along the property's McDowell Road frontage. The I-10 Freeway, which abuts the property's southern boundary, is slightly elevated relative to the grade of the property; a double-sided static (non-electronic) billboard sign is located at the far southeast corner of the site adjacent to I-10.

The property is presently zoned C-2 (Intermediate Commercial) in Maricopa County, which accommodates retail, service, office, and similar commercial uses that serve a community-wide trade area (Exhibit B). As required by Arizona statute, upon annexation, the property will be assigned a City zoning district equivalent to the existing Maricopa County zoning district. The City's equivalent to Maricopa County's C-2 zoning district is Avondale's C-2 (Community Commercial) district. This zoning district allows retail, service, and office uses similar to what is presently permitted in the County.

The subject property is designated by the General Plan 2030 Land Use Map as Freeway Commercial. The Freeway Commercial designation provides for regional retail, medical, office, higher educational complexes, hospitality, sports and family entertainment, commercial complexes, and service destinations serving a larger, more regional trade area. The City's Freeway Commercial (C-3) zoning district most directly conforms to the property's Freeway Commercial General Plan designation. Though upon annexation the property will be initially assigned C-2 zoning as discussed above, a concurrent application to rezone the site to C-3 to achieve conformance with the General Plan has been submitted and is in review. The rezoning will be scheduled to be acted upon by City Council on the same agenda as approval of the annexation request.

The existing uses and zoning of adjacent properties include:

NORTH OF MCDOWELL ROAD: Crystal Gardens, a fully developed single-family residential subdivision, zoned Crystal Gardens PAD.

EAST: Akos Medical Campus, a partially constructed 9.2-acre development consisting of a medical office building on the eastern portion of the site with the western half reserved for future development of an additional medical office building, zoned Avondale Integrated Medical Services (AIMS) PAD.

SOUTH: I-10 Freeway. Adjacent to the subject property, I-10 is a 12-lane highway situated within an approximately 530-foot-wide corridor. A wide, concrete lined drainage channel parallels the freeway on the north side, directly adjacent to the subject site's southern property line.

WEST: An undeveloped, 18.37-acre property located within the jurisdiction of Maricopa County, currently in farming production. Like the subject site, the property to the west is zoned Maricopa County C-2 (Intermediate Commercial) which accommodates a range of retail, office, and service uses. Future annexation of this property will be required before it can be developed with access to City services.

SUMMARY OF REQUEST:

On August 23, 2021, Council approved the authorization to proceed with the proposed ClearSky Annexation. A concurrent rezoning request for this site was heard before Planning Commission on November 17, 2021, in which Commission recommended approval. This request includes rezoning all 7.11 acres from Community Commercial (C-2) to Freeway Commercial (C-3). Staff and the project applicant, Mr. Danny Banks, ClearSky Health, have subsequently completed all statutorily required steps leading up to the public hearing scheduled for tonight's meeting, including:

- **October 18, 2021:** Filing of the blank annexation petition with the Maricopa County Recorder.
- **October 27, 2021:** Publication of a display ad in the Southwest Valley Republic giving notice of tonight's public hearing.
- **On or before October 27, 2021:** Posting of three (3) signs on the land to be annexed giving notice of tonight's public hearing.
- **On or before October 27, 2021:** Notice of tonight's public hearing mailed to all three property owners within the proposed annexation boundary, all utility companies with facilities located on or adjacent to the annexation boundary, and the Chairman of the Maricopa County Board of Supervisors.

DISCUSSION:

As required by Arizona statute, notice of the annexation has been provided to all owners within the annexation boundary. The applicant is expected to bring the executed petition, signed by one-half or more of the persons

owning real and personal property that would be subject to taxation by the City in the event of annexation, in both assessed valuation and ownership, to the meeting on December 13, 2021. To date, no comments on the request have been received by Staff.

BUDGET IMPACT:

The annexation application included the required \$6,000.00 fee that will be used towards costs related to the processing of the annexation. As noted previously, providing authorization to proceed does not obligate the City Council to approve the proposed annexation at a future meeting.

If the proposed annexation is approved at a future meeting and the property is developed within the City, revenue from construction sales tax, property tax, water and sewer fees, and development impact fees can be expected. Conversely, the City will incur costs of serving the property with Avondale services, including, but not limited to, water, sewer, sanitation, police, fire, and street services.

RECOMMENDATION:

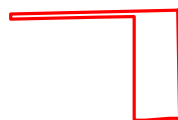
City Council will conduct a public hearing and **ADOPT** an Ordinance annexing approximately 7.11 acres located at the southwest corner of McDowell Road and 109th Avenue, PL-21-0124 Project ClearSky Annexation.

PROPOSED MOTION:

I move that City Council **ADOPT** an Ordinance annexing approximately 7.11 acres generally located at the southwest corner of McDowell Road and 109th Avenue, PL-21-0124 Project ClearSky Annexation.

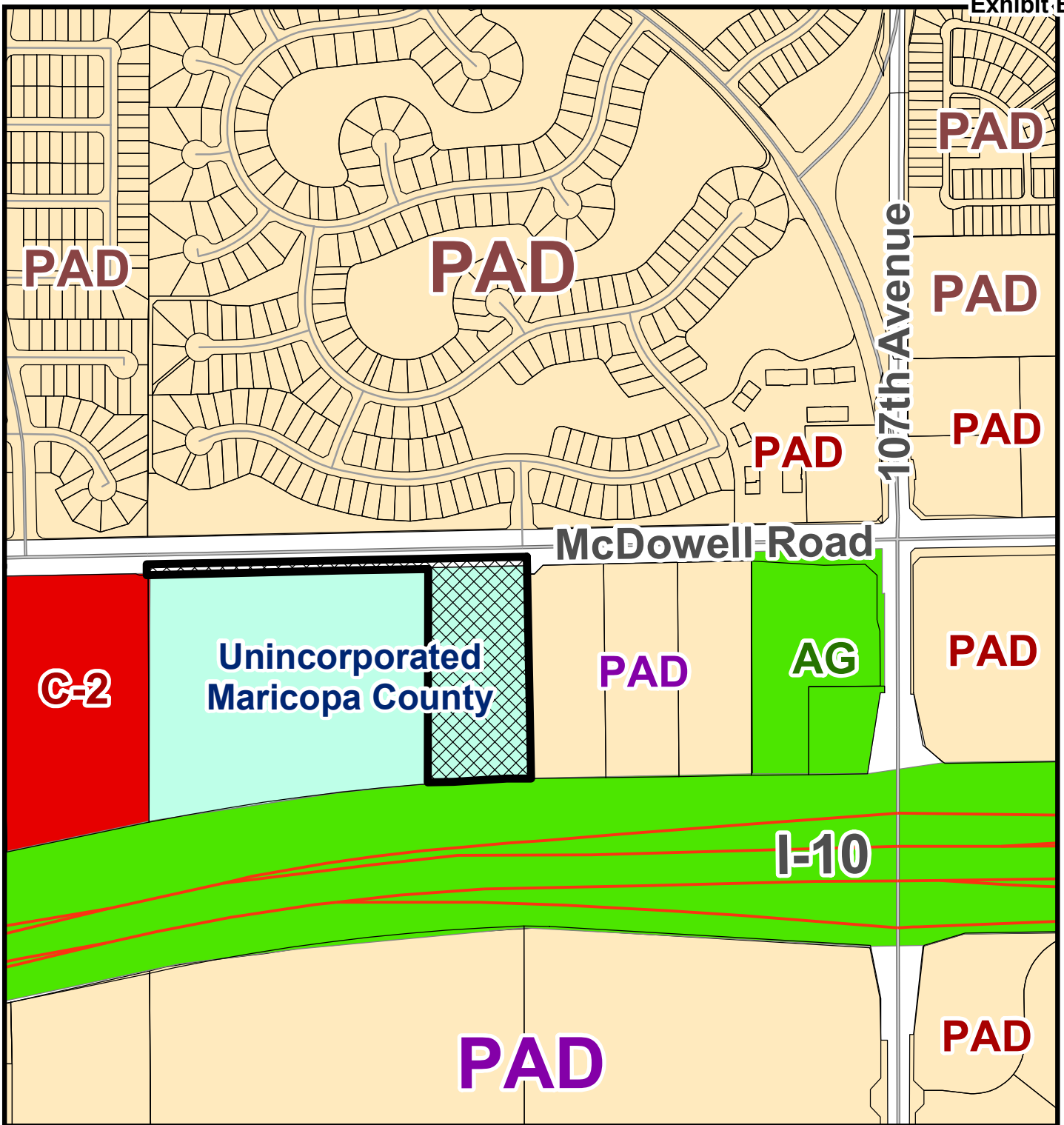


Aerial Photograph

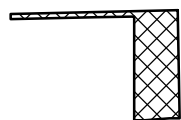


Annexation Area



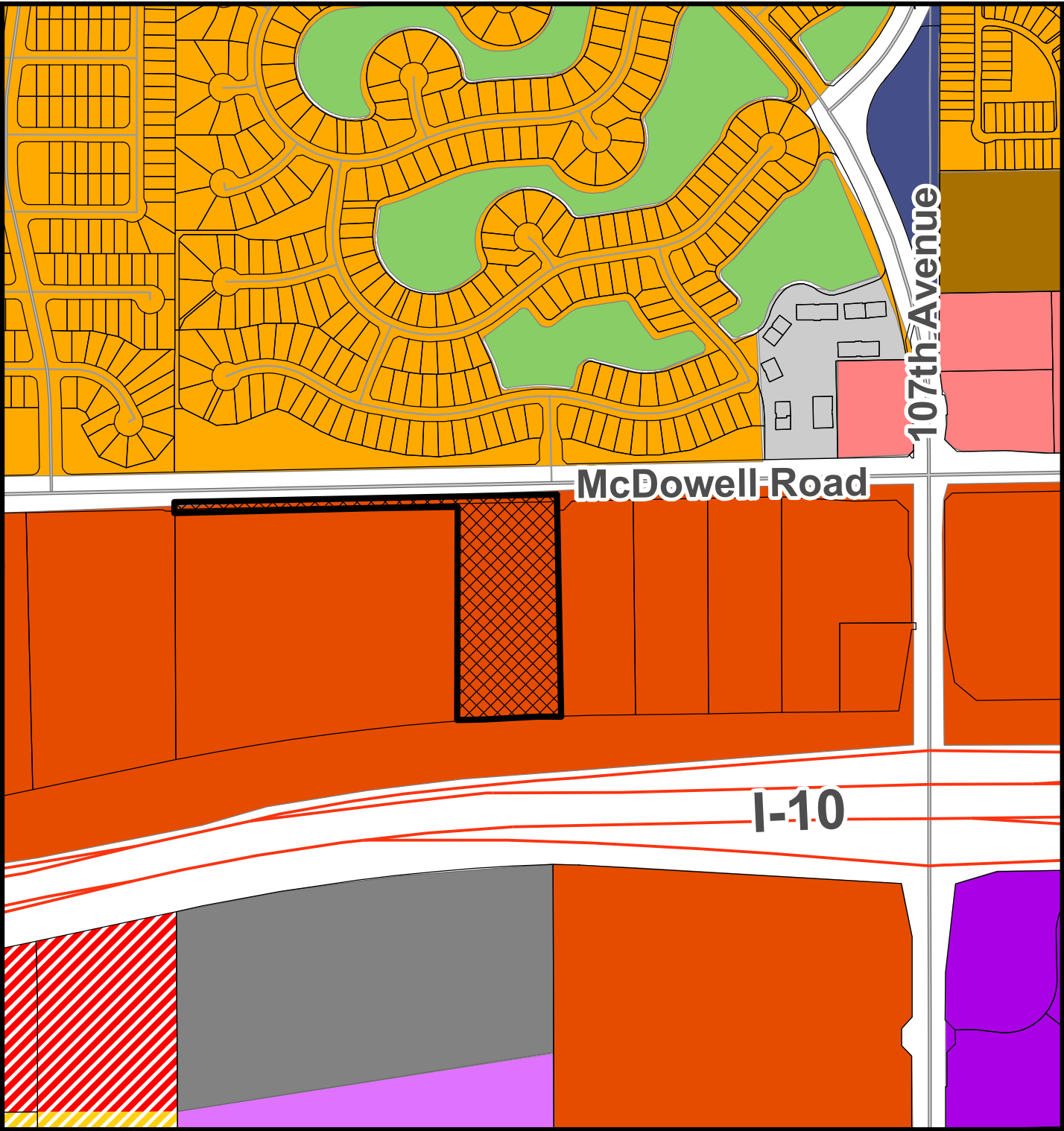


Zoning Vicinity map



Annexation Area



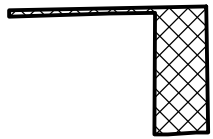


General Plan Land Use Map

- | | |
|-----------------------|-------------------------------|
| Freeway Commercial | Local Commercial |
| Office/Professional | Medium Density Residential |
| High Intensity Office | High Density Residential |
| Mixed Use | The BLVD Gateway District |
| Business Park | The BLVD Residential District |
| Open Space and Parks | Public/Civic |



Annexation Area



ORDINANCE NO. 2065-1221

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF AVONDALE BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS.

WHEREAS, the City of Avondale (the “City”) has received a petition in writing (the “Annexation Petition”), accompanied by a map of certain territory hereinafter more particularly described and depicted (the “Annexation Area”), asking that the Annexation Area be annexed into the City by extending and increasing the corporate limits of the City so as to embrace the Annexation Area; and

WHEREAS, the Annexation Petition has been filed and presented to the Council of the City of Avondale (the “City Council”), signed by the owners of more than one-half in value of the real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City in the event of annexation within the Annexation Area, as shown by the last assessment of said Annexation Area; and

WHEREAS, the City Council has determined the Annexation Area is contiguous to the City’s corporate limits in accordance with ARIZ. REV. STAT. § 9-471; and

WHEREAS, the City Council desires to grant the request set forth in the Annexation Petition and extend and increase the City’s corporate limits to include the Annexation Area; and

WHEREAS, said Annexation Petition sets forth a true and correct legal description of all the exterior boundaries of the entire Annexation Area and had attached thereto at all times an accurate map of the Annexation Area; and

WHEREAS, no alterations increasing or reducing the Annexation Area have been made after the Annexation Petition was signed by any owner of real and personal property in such Annexation Area; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-471(L), the City is required to adopt a zoning classification for the Annexation Area that permits densities and uses no greater than that permitted by Maricopa County immediately before the annexation; and

WHEREAS, the Annexation Area is currently zoned by Maricopa County as Maricopa County Intermediate Commercial (C-2) zoning classification; and

WHEREAS, the provisions of ARIZ. REV. STAT. § 9-471, and amendments thereto, have been fully observed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk together with a true and correct copy of the original Annexation Petition, which original Annexation Petition is on file in the office of the Maricopa County Recorder.

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

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

SECTION 2. The Annexation Area, as more fully described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby annexed to the City and the present corporate limits are hereby extended and increased to include the Annexation Area.

SECTION 3. The land-use classification for the Annexation Area is hereby designated as Community Commercial (C-2) under the City of Avondale Zoning Ordinance.

SECTION 4. The City Clerk is hereby authorized and directed to file with the Maricopa County Recorder's Office a fully executed copy of this Ordinance, together with an accurate map of the Annexation Area.

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

SECTION 6. For purposes of elections there are no residences located in the Annexation Area.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
December 13, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE 2065-1221

[Legal description and map of Annexation Area]

See following pages.



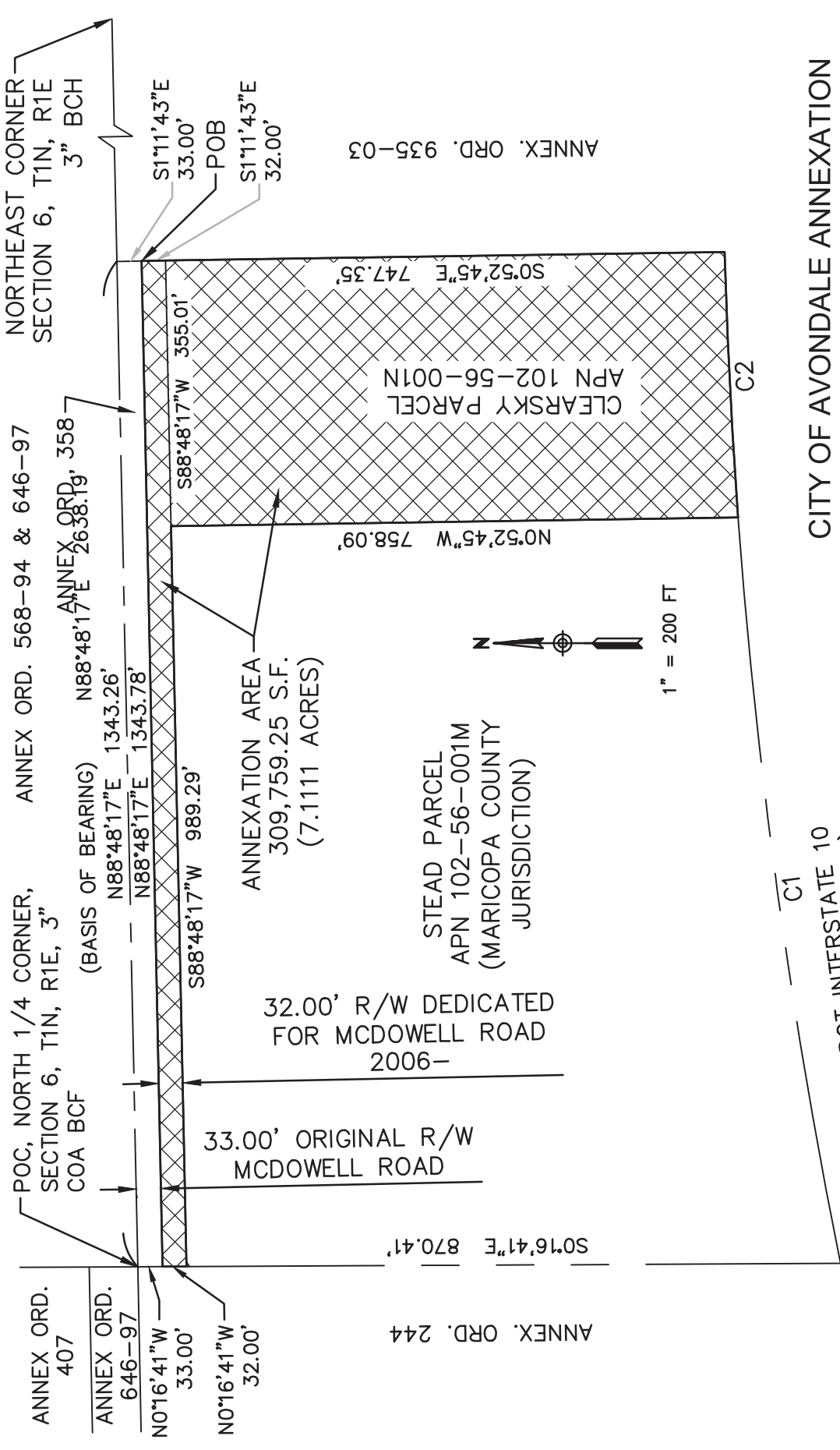
CITY OF AVONDALE ANNEXATION
LEGAL DESCRIPTION AND MAP
CLEARSKY HEALTH
109TH AVE AND MCDOWELL ROAD
PAGE 1 OF 2, 7/2/21

A parcel of land lying within the northeast quarter of Section 6, Township 1 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the north quarter corner of said Section 6, a 3-inch City of Avondale brass cap flush, from which the northeast corner of said section, a 3-inch brass cap in handhole, bears North 88°48'17" East (basis of bearing), a distance of 2638.19 feet;
THENCE along the north line of said northeast quarter, North 88°48'17" East, a distance of 1343.26 feet;
THENCE leaving said north line, South 01°11'43" East, a distance of 33.00 feet, to the POINT OF BEGINNING;
THENCE continuing South 01°11'43" East, a distance of 32.00 feet, to the south line of that certain right of way parcel of land described in Document 2006-0003279, Maricopa County Records (MCR);
THENCE leaving said south line South 00°52'45" East, a distance of 747.35 feet, to the northerly right-of-way line of Interstate 10 and the beginning of a non-tangent curve to the left from which point the radius point bears South 1°39'00" East;
THENCE 355.26 feet along said northerly right-of-way line the arc of said curve to the left, having a radius of 7959.44 feet, through a central angle of 2°33'26" and a chord bearing of South 87°04'17" West;
THENCE leaving said northerly right-of-way line, North 00°52'45" West, a distance of 758.09 feet to a point on said south line of the right of way parcel;
THENCE South 88°48'17" West, along said south line, a distance of 989.29 feet to a point on the west line of said northeast quarter;
THENCE departing said south line North 00°16'41" West, a distance of 32.00 feet;
THENCE North 88°48'17" East, along a line 33.00 feet south of and parallel to said north line of the northeast quarter, a distance of 1343.78 feet returning to the POINT OF BEGINNING;

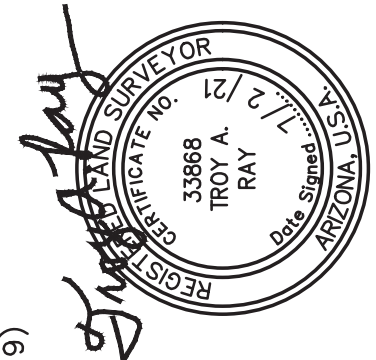
The above described parcel contains 309,759.25 square feet or 7.1111 acres, more or less.





ADOT INTERSTATE 10
(ANNEX. ORD. 319)

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	
C1	7°14'43"	7959.44'	1006.51'	
C2	2°33'26"	7959.44'	355.26'	



CITY OF AVONDALE ANNEXATION
LEGAL DESCRIPTION AND MAP
CLEARSKY HEALTH
109TH AVE AND MCDOWELL ROAD
PAGE 2 OF 2, 7/2/21

[RPA] **RITOCH-POWELL & Associates**
602-263-1177
WWW.RPAENG.COM

ANNEX. ORD. 935-03

CLEARSKY PARCEL
APN 102-56-001N

STEAD PARCEL
APN 102-56-001M
(MARICOPA COUNTY JURISDICTION)

ANNEXATION AREA
309,759.25 S.F.
(7.1111 ACRES)

33.00' ORIGINAL R/W
MCDOWELL ROAD

32.00' R/W DEDICATED
FOR MCDOWELL ROAD
2006-

ANNEX ORD. 568-94 & 646-97

ANNEX ORD. 358

ANNEX ORD. 407

ANNEX ORD. 646-97

N0°16'41'W 33.00'

N0°16'41'W 32.00'

ANNEX. ORD. 244

S0°16'41'E 870.41'

S88°48'17'W 989.29'

N88°48'17'E 1343.26'

N88°48'17'E 1343.78'

S88°48'17'W 355.01'

N0°52'45'W 758.09'

S0°52'45'E 747.35'

S1°11'43'E 33.00'

POB

S1°11'43'E 32.00'

NORTHEAST CORNER
SECTION 6, T1N, R1E
3" BCH

CLOSURE CALCULATIONS — ANNEXATION

North: 896655.9509' East: 584885.5765'

Segment #1 : Line

Course: S01° 11' 43"E Length: 32.00'
North: 896623.9578' East: 584886.2440'

Segment #2 : Line

Course: S00° 52' 45"E Length: 747.35'
North: 895876.6958' East: 584897.7112'

Segment #3 : Curve

Length: 355.26' Radius: 7959.44'
Delta: 002°33'26" Tangent: 177.66'
Chord: 355.23' Course: S87° 04' 17"W
Course In: S01° 39' 00"E Course Out: N04° 12' 26"W
RP North: 887920.5560' East: 585126.8949'
End North: 895858.5465' East: 584542.9451'

Segment #4 : Line

Course: N00° 52' 45"W Length: 758.09'
North: 896616.5473' East: 584531.3132'

Segment #5 : Line

Course: S88° 48' 17"W Length: 989.29'
North: 896595.9107' East: 583542.2384'

Segment #6 : Line

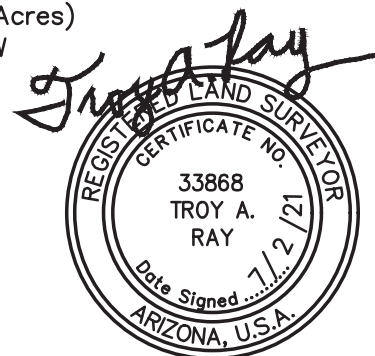
Course: N00° 16' 41"W Length: 32.00'
North: 896627.9103' East: 583542.0831'

Segment #7 : Line

Course: N88° 48' 17"E Length: 1343.78'
North: 896655.9416' East: 584885.5707'

Perimeter: 4257.78' Area: 309759.25 Sq. Ft. (7.1111 Acres)
Error Closure: 0.0109 Course: S31° 46' 37"W
Error North: -0.00930 East: -0.00576

Precision 1: 390,618.35



CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2066-1221 - ClearSky Rezoning from Community Commercial (C-2) to Freeway Commercial (C-3) – Application PL-21-0149

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-1012

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

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Creative and Sustainable Community Development

STRATEGY: Increase sustainability initiatives such as renewable clean energy or sustainable design and construction.

PURPOSE:

City Council will hold a public hearing and consider a request by Robert George, DPS Design, on behalf of property owner ClearSky Health of West Valley Property Company LLC, to adopt Ordinance 2066-1221, rezoning approximately 6.6 gross acres of land located at the southwest corner of McDowell Road and 109th Avenue from Community Commercial (C-2) to Freeway Commercial (C-3) to allow for the development of a rehabilitation hospital. The rezoning request applies to 6.6 gross acres inclusive of the 6.12-acre subject property and the half width of the adjacent McDowell Road right-of-way. There is a concurrent request to annex the property into Avondale's city limits. The Council will take appropriate action.

BACKGROUND:

The 6.6-acre subject property (Exhibits A and B) is located at the southwest corner of McDowell Road and 109th Avenue. The relatively flat subject site includes approximately 6.12 acres of undeveloped privately-owned property, previously in irrigated agricultural production, upon which the ClearSky Health development is proposed. The adjacent half width of McDowell Road right-of-way is approximately 0.48 acres in area. The site drains from north to south, with retention along the south end of the site. The property is currently in the jurisdiction of Maricopa County, and there is a concurrent request to annex the property into Avondale city's limits. As required by Arizona statute, upon annexation, the property will initially be assigned City zoning equivalent to the existing Maricopa County Zoning. The City equivalent zoning to Maricopa County's C-2 district is Avondale's C-2 (Community Commercial) district, which allows for retail, service, and office uses similar to what is presently permitted in the County.

The subject property is designated by the General Plan 2030 Land Use Map as Freeway Commercial. The Freeway Commercial designation provides for regional retail, medical, office, higher educational complexes, hospitality, sports and family entertainment, commercial complexes, and service destinations serving a larger, more regional trade area. The City's Freeway Commercial (C-3) zoning district most directly conforms to the

property's Freeway Commercial General Plan designation.

The existing uses and zoning of surrounding properties include:

NORTH OF MCDOWELL ROAD: Crystal Gardens, a fully developed single-family residential subdivision, zoned Crystal Gardens PAD.

EAST: Akos Medical Campus, a partially constructed 9.2-acre development consisting of a medical office building on the eastern portion of the site with the western half reserved for future development of an additional medical office building, zoned Avondale Integrated Medical Services (AIMS) PAD.

SOUTH: I-10 Freeway. Adjacent to the subject property, I-10 is a 12-lane highway situated within an approximately 530-foot-wide corridor. A wide, concrete lined drainage channel parallels the freeway on the north side, directly adjacent to the subject site's southern property line.

WEST: An undeveloped, 18.37-acre property located within the jurisdiction of Maricopa County, currently in farming production. Like the subject site, the property to the west is zoned Maricopa County C-2 (Intermediate Commercial) which accommodates a range of retail, office, and service uses. Future annexation of this property will be required before it can be developed with access to City services.

SUMMARY OF REQUEST:

The applicant is requesting to rezone the subject property to C-3 (Freeway Commercial), which will align with the site's General Plan Land Use designation of Freeway Commercial. The purpose of the Freeway Commercial (C-3) district is to promote freeway-oriented services and products with a community-wide to regional trade area while avoiding the disruption of less intensive commercial activities. A rehabilitation hospital is permitted in the C-3 district. According to the ClearSky Narrative (Exhibit D): The ClearSky Rehabilitation Hospital of Avondale is a proposed facility that will provide care for patients recovering from stroke, heart attack, brain injury, spinal cord injury, orthopedic conditions, cancer, and pulmonary conditions. The facility will offer physical therapy, speech therapy, and occupational therapy services that bridge an important gap in transitioning patients from acute care facilities back to home living. With a 12-day average stay, the hospital strives to maintain a friendly environment that promotes healing of the body, mind and spirit. The facility is intended to be licensed as a specialty rehabilitation hospital." Development will take the form of single-story building that is approximately 40,000 gross square feet (Exhibit E) and development is expected to occur within a single phase.

PUBLIC PARTICIPATION:

A Neighborhood Meeting to discuss the proposal with neighboring property owners and other interested parties was held on September 30, 2021. Due to the ongoing Covid-19 pandemic, the meeting was held virtually via Zoom. All notices of the meeting, including mailings to owners within 1,000 feet of the site, public hearing notice signs on the property, and display ads in the Southwest Valley Arizona Republic, were completed in at least fifteen (15) days prior to the meeting as required. In addition to City Staff and the applicant's team, one (1) Councilmember attended the virtual meeting (Exhibit G). The applicant gave an overview of the project and presented the building and site renderings in 3D. Discussion was primarily related to access to the site and if electric vehicle parking stalls can be utilized for public use.

Four (4) comments pertaining to the proposal were posted on the City's aVOICE/Polco digital forum related to not allowing more housing which impacts schools, support for building this project, and a comment not in support. No additional public comments have been received to date:

All required notifications for the Planning Commission and City Council public hearings were completed. All property owners within 1,000 feet of the subject site were notified of the time, date, and location of the Planning Commission and City Council meetings via postcards, the meetings were advertised in the Arizona Republic, and a public hearing notice sign identifying meeting dates, times, and locations were installed on the property. All notifications included Zoom meeting information and links.

ANALYSIS:

The proposed Freeway Commercial (C-3 zoning) will allow for the development of a rehabilitation hospital. The subject property is located within the City's "Health-Tech Corridor", a focused initiative by the City's Economic Development Department to attract medical related uses to the McDowell Road corridor. The

proposed rehabilitation hospital will further City goals of medical related business attraction, bringing high quality jobs to Avondale, and will be in character with the existing medical uses in the McDowell Road corridor. Additionally, the building's architecture (Exhibit F) meets the City's Commercial and Industrial Design and Development Guidelines and will enhance the McDowell Road appearance from the 1-10 Freeway. Further, the project is pedestrian and bicycle friendly, with a sidewalk provided along McDowell Road, and bicycle parking provided. The proposed development also conforms to the following goals and objectives in the Freeway Corridor Specific Plan:

- Objective #1: Prioritize the City's appearance from the I-10 and the Loop 101 freeways, limiting heavy industrial uses and establishing strict design requirements where necessary.
- General Plan Urban Design Element Goal #2, Policy K: Maintain an upscale appearance from the I-10.
- Objective #3: The Freeway Corridor will be the southwest valley's premier job center.-General Plan Economic Element Goal #2, Policy A: Locate desired and targeted businesses in Avondale, specifically in the Bio Industry along Van Buren Street and Medical Support Services along McDowell Road.
- General Plan Land Use Element Goal #3, Policy A: Develop the 1-10 Corridor into the City's premier business and employment area by encouraging uses that provide a high ratio of well-paying jobs to square footage.
- General Plan Growth Area Element, Goal #1: Create destination employment centers in targeted areas of the City that will help improve balance between jobs and population.
- Objective #4 Ensure new development in the Plan area is pedestrian/bicyclist friendly and contributes to a walkable community.
- General Plan Land Use Element, Goal #8, Policy C: Take alternative methods of transportation, including transit, bus, and walking into account when considering all proposals for development.
- General Plan Public Buildings, Services, and Facilities Element, Goal #3: Protect the community from flooding and plan for long-term, effective stormwater services.

Lastly, the C-3 uses will be compatible with the goals of the General Plan 2030 Land Use Designation of Freeway Commercial, which as previously noted, provides for regional retail, medical, office, higher educational complexes, hospitality, sports and family entertainment, commercial complexes, and service destinations serving a larger, more regional trade area.

DISCUSSION:

- The proposed rezoning to C-3 (Freeway Commercial) is in conformance with the proposed General Plan Land Use Map designation of Freeway Commercial.
- The project conforms to the goals in the Freeway Corridor Specific Plan.
- The proposed rezoning will result in compatible land use relationships.
- Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.
- The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

The traffic signal located at 109th Avenue is not currently in the CIP, but will be added during FY2023 budget cycle. The developer's contribution will offset a portion of the cost.

RECOMMENDATION:

City Council will conduct a public hearing and **ADOPT** the Ordinance approving Application PL-21-0149 ClearSky Health, a request to rezone approximately 6.6 acres from C-2 to C-3, subject to the following six (6) conditions of approval:

1. Development on the site shall conform to the Freeway Commercial (C-3) district standards and the

Freeway Corridor Specific Plan.

2. The developer shall construct south half-street arterial improvements to McDowell Road adjacent to the subject site in the first phase of development, prior to issuance of a Certificate of Completion or Certificate of Occupancy for the project.
3. The developer will be responsible for ¼ of the 109th Avenue traffic signal contribution. For trombone style signal equipment, the contribution for design and construction is \$175,000.
4. Power lines less than 69 kV and/or irrigation canals on or adjacent to the property shall be converted underground in the first phase of development.
5. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to issuance of any construction permits for any portion of the project.
6. All development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.

PROPOSED MOTION:

I move that City Council **ADOPT** the Ordinance approving Application PL-21-0149, a request to rezone approximately 6.6 acres from Community Commercial (C-2) to Freeway Commercial (C-3), subject to six (6) conditions listed in the staff report.

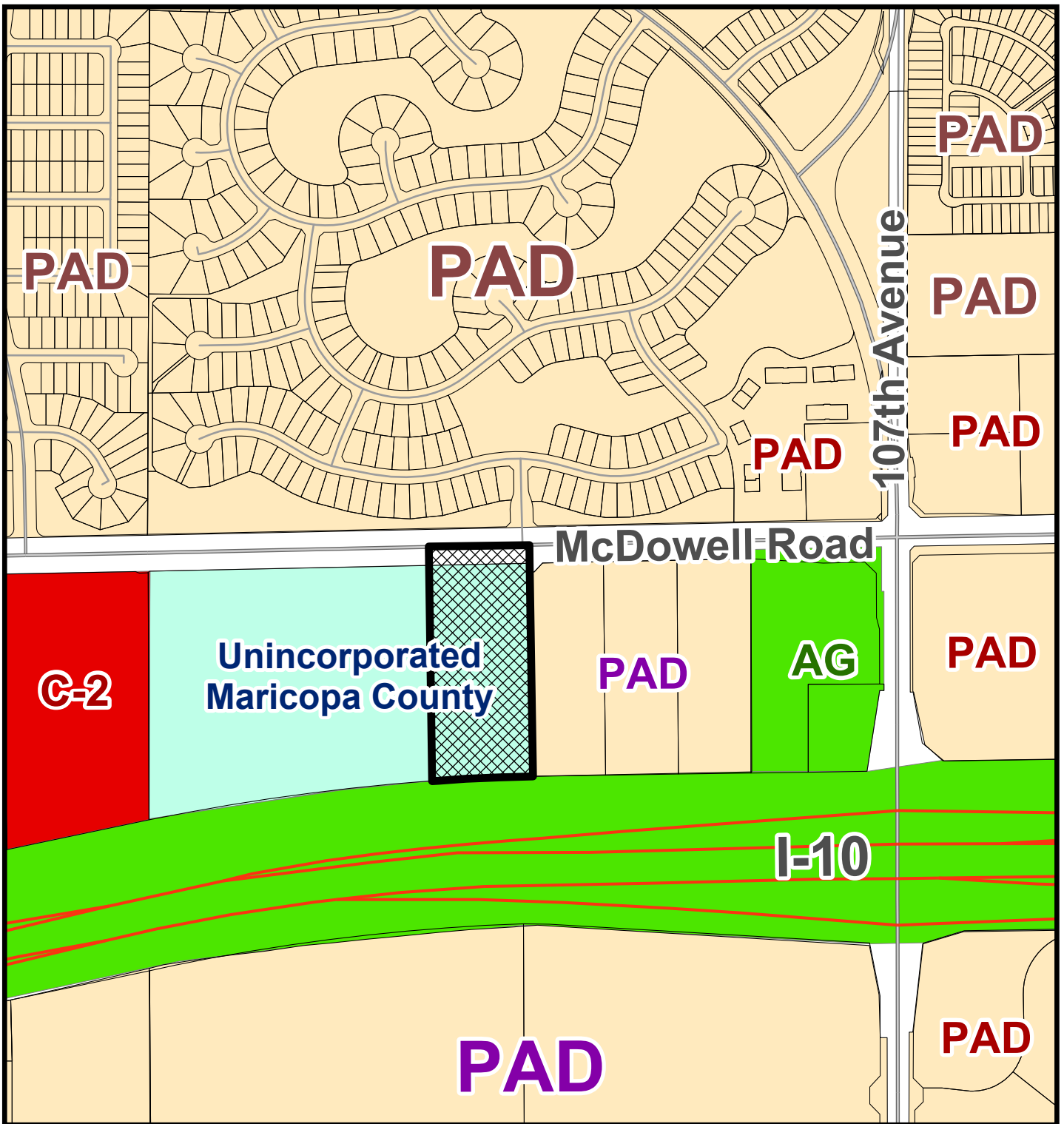


Aerial Photograph

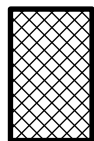


Subject Property



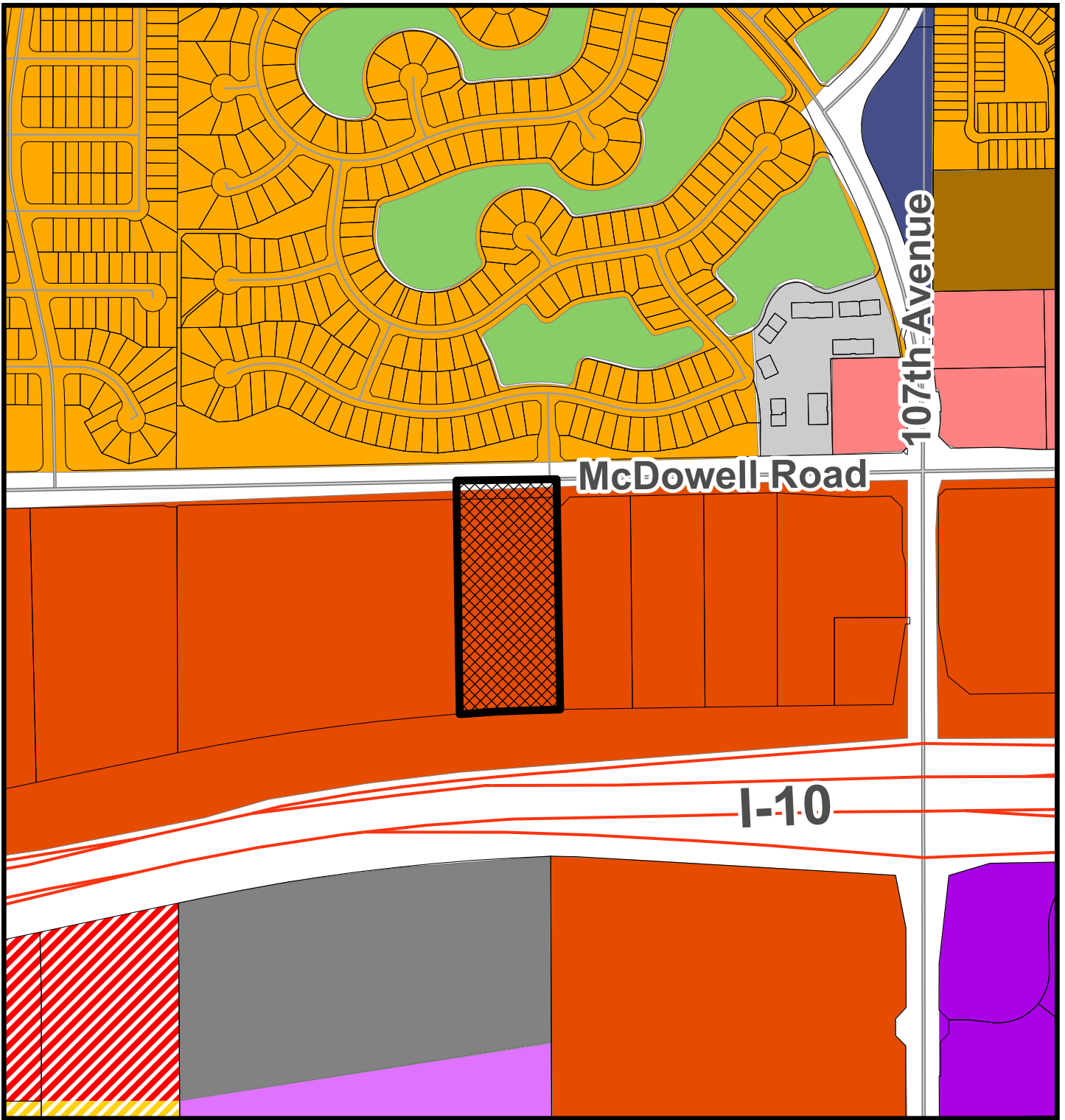


Zoning Vicinity map



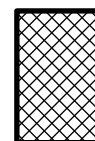
Subject Property





General Plan Land Use Map

- | | |
|-----------------------|-------------------------------|
| Freeway Commercial | Local Commercial |
| Office/Professional | Medium Density Residential |
| High Intensity Office | High Density Residential |
| Mixed Use | The BLVD Gateway District |
| Business Park | The BLVD Residential District |
| Open Space and Parks | Public/Civic |



Subject
Property

July 16, 2021

City of Avondale Arizona
Development & Engineering Service Department
11465 W. Civic Center Drive, #110
Avondale, AZ 85323



Application PL-21-0149 –
Rezone Narrative for the proposed ClearSky Rehabilitation Hospital of Avondale

1. *a. Describe unusual physical features or characteristics of the site which present opportunities or constraints to development.*

This site is very flat and used to be an irrigated farm field. The site is higher on the north end adjacent to McDowell Rd. and lower at the south end adjacent to the ADOT Interstate-10 Drainage Channel. Therefore, the site has been designed to grade from north to south with retention along the south end of the site. The site has so little fall in elevation that we needed to introduce a storm drain system to capture and convey runoff to the retention basins. The outfall for the site is the ADOT channel, which has overflow inlet structures at various locations. Irrigation for the site was provided by a large earthen irrigation ditch along the frontage. With the development of this site and pending development of the site to the West, this ditch is no longer required and will be removed.

b. Narrative or sheet identifying flood zones and other significant natural or manmade features such as rivers, canals, washes, wells, reservoirs, etc.

The FEMA Flood Insurance Rate Map (FIRM) Panel #04013C2160L dated September 18, 2020 shows that the study area is located in Zone X. Zone X areas are subject to inundation by the flood that has a 0.2 percent probability being equaled or exceeded during any given year. The area will not require any floodplain permits or revisions.

2. *Type of development and uses proposed by this zoning request.*

The ClearSky Rehabilitation Hospital of Avondale is a facility that will provide care for patients recovering from stroke, heart attack, brain injury, spinal cord injury, orthopedic conditions, cancer, and pulmonary conditions. The facility will offer physical therapy, speech therapy, and occupational therapy services that bridge an important gap in transitioning patients from acute care facilities back to home living. With a 12-day average stay, the hospital strives to maintain a friendly environment that promotes healing of the body, mind and spirit. The facility is intended to be licensed as a specialty rehabilitation hospital. The facility is a single-story building that is approximately 40,000 gross square feet. The uses and activities to occur on the site will be limited to only the uses and activities listed in this narrative. Any change in use or activity will be notified to the City for review and determination before commencing on the property.

3. *State how your proposal is consistent with the General Plan and applicable Specific Plans, referencing goals and objectives of the applicable plans.*

The area surrounding the site is identified as Freeway Commercial on the General Plan map on the City of Avondale website. Upon the approval annexation process the property will be initially zoned C-2 which does not conform to the general plan. The proposed request will rezone the property from the initial C-2 to the City's C-3 (Freeway Commercial) to be consistent with the General plan. The pre-application notes indicated that the rezone to a PAD would be required, but in following conversations with City staff the rezone to C-3 is supported. The proposed use of the project is permitted in the C-3 zone. The project site is located within the Freeway Corridor Specific Plan (FCSP). The primary goals listed in the FCSP are:

- Ensure new development in the Plan area is pedestrian/bicyclist friendly and contributes to a walkable community.
- Enhance the City's appearance from the I-10 and the Loop 101 freeways.
- Provide a seamless visual transition between the City Center and Freeway Corridor areas.
- Establish specifications for planned improvement projects within the Plan's boundaries, such as the Van Buren Drainage and Recreation Corridor and the Agua Fria Levee Trail.
- Minimize warehouse uses that compromise the aesthetic character of the area.

The proposed project supports the goals listed by creating an attractive development as being visible from the I-10 and having strong pedestrian connection to the sidewalks on McDowell road. The facility is not a large warehouse facility so it will not compromise the aesthetic of the area. The design team has also coordinated with the City to incorporate the upcoming roadway improvements to McDowell road into the planning for the project.

4. Discuss your proposal's compatibility with the surrounding land use and zoning patterns.

The subject property is located within the City's "Health-Tech Corridor", a focused initiative by the City's Economic Development Department to attract medical related uses to the McDowell Road corridor. The proposed rehabilitation hospital will further City goals of medical related business attraction, bringing high quality jobs to Avondale. The facility is planned in an area of the City that has recently seen an increase in medical related development. The planned hospital use is compatible with neighboring medical uses and the facility will not have a marked increase in traffic to the area

5. Describe in detail any proposed unique design considerations beyond Zoning Ordinance requirements that reduce development impacts and further compatibility with on-site and adjacent land uses and zoning.

The facility does specialize in caring for mobility impaired patients and the accessible stall requirement is 10% of provided spaces and not the typical count of the local zoning code. Having operated similar facilities for over 15 years, it has been determined that the optimum number of parking spaces for one of these facilities is 120 spaces. In calculating the number of parking spaces allowed by the City of Avondale zoning code, the number of spaces required is substantially more than this amount. We have provided a Parking Demand Study so that parking can be calculated at 1 space per 300 square feet in lieu of the 1 space per 200 square feet making the required parking 130 spaces. Our current site development plan shows a total of 131 parking spaces.

6. State why the property as zoned is not suitable for the uses allowed under the proposed zoning.

Upon the approval annexation process the property will be initially zoned C-2 which does not conform to the general plan. The proposed request will rezone the property from the initial C-2 zoning to the City's C-3 (Freeway Commercial) to be consistent with the General plan

7. Proposed circulation plan showing location of significant streets, etc.

McDowell Road is along the north frontage of the site. Our project includes a large commercial entrance driveway for access. The interior of the site includes access drives that allow vehicular circulation, including emergency vehicles, on all sides of the building. The proposed site plan provides cross-access to the abutting Akos Phase 2 parcel, affording both sites with access to the future traffic signal planned at McDowell Road and 109th Avenue.

8. a. Preliminary traffic analysis indicating traffic demands.

A preliminary traffic statement has been prepared by Y2K Engineering (Chris Williams, PE). These are the principal findings and recommendations:

The traffic generated from the site expansion is anticipated to be minimal and have a negligible impact to McDowell Road and the nearby roadway system. A 39,000 square foot rehabilitation center is proposed on the ± 5.82-acre site. The site is expected to generate 35 AM and 38 PM peak hour trips. The site is proposed to be accessed by one driveway, ClearSky Driveway. It will extend south from McDowell Road and will align with 109th Avenue. A cross-access has been provided between the ClearSky development and the adjacent AKOS MOB development. The cross-access drive aisle is located almost 150 south of McDowell Road (measured centerline to centerline). Approximately 2 vehicles may queue at ClearSky Driveway before extending into the cross-access. 109th Avenue is approximately ¼ mile west of 107th Avenue and is an appropriate location for a future traffic signal. It is recommended to pre-box the intersection of 109th Avenue (ClearSky Driveway) and McDowell Road in preparation for a future traffic signal. An eastbound right turn lane is recommended at ClearSky Driveway. While not warranted, a right turn lane would provide the opportunity for eastbound vehicles to safely remove themselves from the through stream on McDowell Road and decelerate without adversely affecting through traffic on McDowell Road. The City of Avondale does not provide guidance on the storage length for deceleration lanes; therefore, it is recommended to construct the lane with a minimum 100 feet of storage.

b. Preliminary water and sewer analysis discussing availability and demand of proposed zoning, necessary improvements, location of proposed connections, etc.

RPA completed preliminary plans and design reports for water and sewer improvements. There is an existing 12-inch waterline in McDowell Road adjacent to the site. A second 16-inch waterline will be extended across the front of the site in the south side of McDowell Road. For domestic water, it has been determined that two 3-inch domestic water services and one 1-inch landscaping service are needed. Two water services are expected because the project requires a redundant domestic service. One will be connected to the 12-inch main, one will be connected to the 16-inch main. For fire, we are providing an 8-inch loop water main line through the site and around the buildings, which will serve onsite fire hydrants and a 4-inch fireline to the building.

There is an existing 15-inch sewer main on the north side of McDowell Road. It is expected that a n 8-inch sewer main will be extended south across McDowell Road to the property and then to the west across the front parking drive to the west property line. A stub is provided for the development to the west for future connection. For onsite sewer, there will be one 6-inch sewer service and one 4-inch sewer service connecting to the new 8-inch main.

The analysis of the proposed water and sewer systems showed that the proposed water and sewer systems will operate well within design tolerances. Plans provide design information to include pipe material, lengths, and invert elevations. Special protection is provided at all locations where water or fire lines cross sanitary sewer lines.

When constructed in accordance with the plans and reports, the water and sewer systems will adequately serve the needs of the project.

c. Preliminary drainage analysis addressing area and site issues including proposed retention basins, on and off site flows, etc.

RPA completed preliminary plans and design reports for water and sewer improvements. There is an existing 12-inch waterline in McDowell Road adjacent to the site. A second 16-inch waterline will be extended across the front of the site in the south side of McDowell Road. For domestic water, it has been determined that two 3-inch domestic water services and one 1-inch landscaping service are needed. Two water services are expected because the project requires a redundant domestic service. One will be connected to the 12-inch main, one will be connected to the 16-inch main. For fire, we are providing an 8-inch loop water main line through the site and around the buildings, which will serve onsite fire hydrants and a 4-inch fire line to the building.

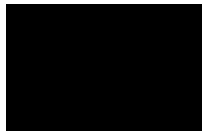
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The analysis of the proposed water and sewer systems showed that the proposed water and sewer systems will operate well within design tolerances. Plans provide design information to include pipe material, lengths, and invert elevations. Special protection is provided at all locations where water or fire lines cross sanitary sewer lines.

When constructed in accordance with the plans and reports, the water and sewer systems will adequately serve the needs of the project.

Very truly yours,

Dekker/Perich/Sabatini Ltd.

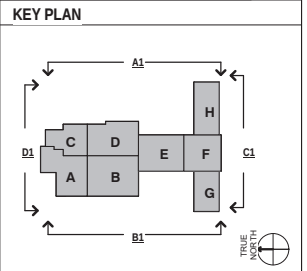


Robert C. George, AIA, LEED AP
Principal

Elevations electronically received 9/21/21
Renderings electronically submitted October 14, 2021



LEGEND (BASIS OF DESIGN)	
1	BASIS OF DESIGN PRODUCT/CONCRETE MASONRY UNIT MFR: SEE SPECIFICATION FINISH: SPLIT FACE NOTES: COLOR VARIES, SEE CMU ELEVATIONS ON A/E202
2	BASIS OF DESIGN PRODUCT/METAL WALL PANEL MFR: WESTERN STATES METAL ROOFING FINISH: 7/8" CORRUGATED
3	BASIS OF DESIGN PRODUCT/METAL WALL PANEL MFR: WESTERN STATES METAL ROOFING FINISH: ASH GREY NOTES: 1/8" PERFORATED CORRUGATED
4	BASIS OF DESIGN PRODUCT/METAL WALL PANEL MFR: WESTERN STATES METAL ROOFING FINISH: MATTE BLACK NOTES: 3/8" WESTERN RIS METAL PANELS
5	BASIS OF DESIGN PRODUCT/METAL WALL PANEL MFR: WESTERN STATES METAL ROOFING FINISH: SLATE BLUE NOTES: 3/8" WESTERN RIS METAL PANELS
6	BASIS OF DESIGN PRODUCT/WINDOW STOREFRONT MFR: TUBELITE INC. FINISH: CLEAR ANNOXIDIZED ALUMINUM NOTES:
7	BASIS OF DESIGN PRODUCT/INSULATED GLAZING UNIT MFR: SEE SPECIFICATION FINISH: 1" CLEAR LOW-E NOTES:
8	BASIS OF DESIGN PRODUCT/INSULATED GLAZING UNIT MFR: SEE SPECIFICATION FINISH: 1" CLEAR LOW-E NOTES: TEMPERED
9	BASIS OF DESIGN PRODUCT/PAINT FOR EXPOSED STRUCTURAL STEEL MFR: SHERWIN WILLIAMS FINISH: SW 600 SPARE WHITE NOTES: SEE P-8 ON A/E21



DEKKER
PERICH
SABATINI

ARCHITECTURE
DESIGN
INSPIRATION

CLEARSKY - REHABILITATION HOSPITAL OF AVONDALE
N 109TH AVE & W MCDOWELL RD
AVONDALE, AZ 85392



 ClearSky Rehabilitation Hospital of Avondale

 ClearSky
HEALTH

 MedCore

DEKKER
PERICH
SABATINI ARCHITECTURE
IN PROGRESS













Meeting Notes

Project No.: 20-7032.001
Project: **ClearSky Health Rehabilitation Hospital of Avondale**
Date: September 30th, 2021
Place: Teams

Attending: **DPS:** Robert C. George Michael Root, Felipe Mancero
City of Avondale: Michelle Simerdla, Eric Fitzer, Kevin Murphy
City of Avondale Council Member: Pat Dennis

Issue Date: 10/19/2021

Discussion Items:

- The DPS team introduced the project by sharing a rendered flythrough, members of the city were able to see the proposed building, materials, and site layout in 3D.
- The DPS team further introduced the site layout clarifying that the proposed site plan includes access drives that allow vehicular circulation, including emergency vehicles, on all sides of the building.
 - DPS showed that the proposed site plan provides cross-access to the abutting Akos Phase 2 parcel, affording both sites with access to the future traffic signal planned at McDowell Road and 109th Avenue.
 - The design team clarified that the project has coordinated with the City to incorporate the upcoming roadway improvements to McDowell road into the planning for the project.
- Council woman Pat Dennis asked if the EV parking stalls will be open for public use
 - DPS clarified that the EV parking stalls are planned to serve the patients and staff of the Clearsky Rehabilitation Hospital.

General Items:

- The Neighborhood Meeting for the Clearsky Rehabilitation Hospital Rezone took place on Thursday, September 30, 2021 and was started at 6:00 PM via Zoom
- The DPS team presented the proposed project and answered the City's questions for 30 minutes.
- The meeting attendants remained on the call, waiting 30 minutes to give members of the public an opportunity to attend & voice their opinions.
- No members from the public/neighborhood attended.
- The meeting was ended at 7:00 PM.

This report is assumed to be a true and accurate account of this communication unless notice to the contrary is received within 10 calendar days of issue.
End of Report

ORDINANCE NO. 2066-1221

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 6.6535 ACRES GENERALLY LOCATED AT THE SOUTHWEST CORNER OF MCDOWELL ROAD AND 109TH AVENUE, AS SHOWN IN APPLICATION PL-21-0149, AND REZONING SUCH PROPERTY FROM COMMUNITY COMMERCIAL (C-2) TO FREEWAY COMMERCIAL (C-3).

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”), pursuant to ARIZ. REV. STAT. § 9-462.04, to change the zoning description for $\pm$ 6.6535 gross acres generally located at the southwest corner of McDowell Road and 109th Avenue, as shown in application PL-21-0149, from Community Commercial (C-2) to Freeway Commercial (C-3) (the “Zoning Atlas Amendment”); and

WHEREAS, all due and proper notices of the public hearings on the Zoning Atlas Amendment held by the City of Avondale Planning Commission (the “Commission”) and by the City Council were given in the time, form and substance provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, on November 17, 2021, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing the Commission recommended approval; and

WHEREAS, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on December 13, 2021; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the City Council has considered the individual property rights and personal liberties of the residents of the City before adopting this Ordinance; and

WHEREAS, the City Council has considered the probable impact of the Zoning Atlas Amendment on the cost to construct housing for sale or rent and finds that the proposed Zoning Atlas Amendment will have no probable impact on the cost to construct housing for sale or rent.

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

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

SECTION 2. The Zoning Atlas Amendment, is hereby approved for $\pm$ 6.6535 gross acres generally located at the southwest corner of McDowell Road and 109th Avenue, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. Development on the site shall conform to the Freeway Commercial (C-3) district standards and the Freeway Corridor Specific Plan.
2. The developer shall construct south half-street arterial improvements to McDowell Road adjacent to the subject site in the first phase of development, prior to issuance of a Certificate of Completion or Certificate of Occupancy for the project.
3. The developer will be responsible for $\frac{1}{4}$ of the 109th Avenue traffic signal contribution. For trombone style signal equipment, the contribution for design and construction is \$175,000.
4. Power lines less than 69 kV and/or irrigation canals on or adjacent to the property shall be converted underground in the first phase of development.
5. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to issuance of any construction permits for any portion of the project.
6. All development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.

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

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
December 13, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2066-1221

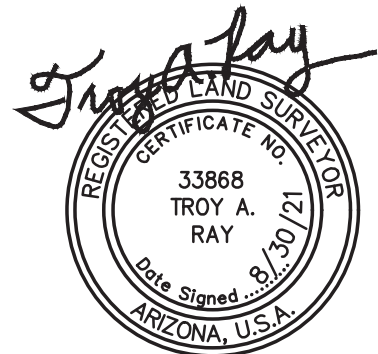
[Legal Description and Map]

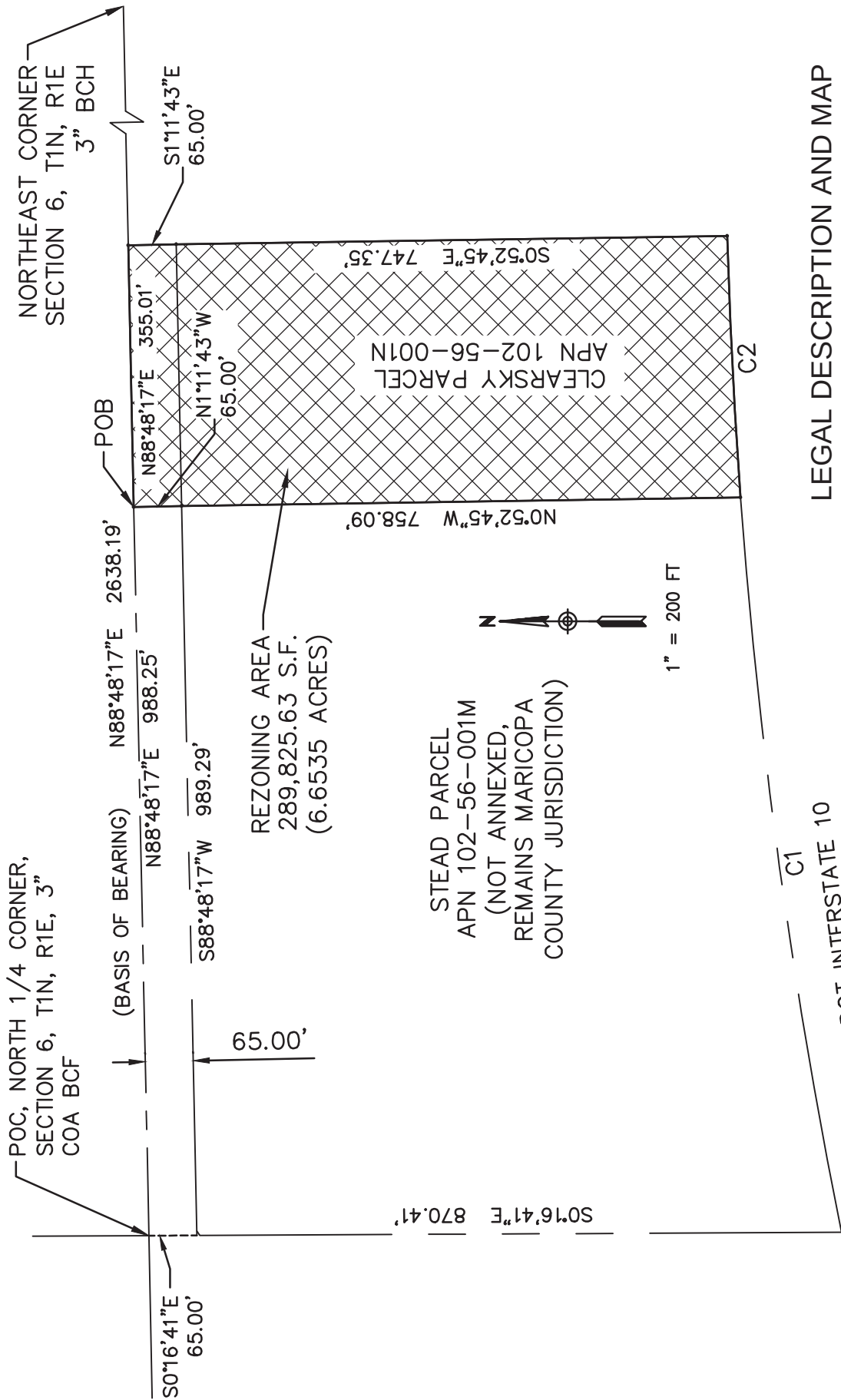
See following pages.

A parcel of land lying within the Northeast Quarter of Section 6, Township 1 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the north quarter corner of said Section 6, a 3-inch City of Avondale brass cap flush, from which point the northeast corner of said section, a 3-inch brass cap in handhole, bears North 88°48'17" East (basis of bearing), a distance of 2638.19 feet;
THENCE along the north line of said northeast quarter, North 88°48'17" East, a distance of 988.25 feet to the Point of Beginning;
THENCE continuing along said north line North 88°48'17" East, a distance of 355.01 feet;
THENCE leaving said north line, South 01°11'43" East, a distance of 65.00 feet, to the south line of that certain right of way parcel of land described in Document 2006-0003279, Maricopa County Records (MCR) for McDowell Road;
THENCE leaving said south right of way line South 00°52'45" East, a distance of 747.35 feet, to the northerly right of way line of Interstate 10 and the beginning of a non-tangent curve to the left from which point the radius point bears South 1°39'00" East;
THENCE 355.26 feet along said northerly right of way line the arc of said curve to the left, having a radius of 7959.44 feet, through a central angle of 2°33'26" and a chord bearing of South 87°04'17" West;
THENCE leaving said northerly right of way line, North 00°52'45" West, a distance of 758.09 feet to a point on said south line of the right of way parcel for McDowell Road;
THENCE North 01°11'43" West a distance of 65.00 feet to said north line of said Northeast Quarter, returning to the POINT OF BEGINNING;

The above described parcel contains 289,825.63 square feet or 6.6535 acres, more or less.





LEGAL DESCRIPTION AND MAP
FOR REZONING PURPOSES
APPLICATION PL21-0149 (CLEARSKY HEALTH)
109TH AVE AND MCDOWELL ROAD
PAGE 2 OF 2, 8/30/21



CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	
C1	71°4'43"	7959.44'	1006.51'	
C2	2°33'26"	7959.44'	355.26'	

[RPA] **RITOCH-POWELL & Associates**
602-263-1177
WWW.RPAENG.COM

CLOSURE CALCULATIONS – REZONING AREA

North: 896681.5383' East: 584529.9554'

Segment #1 : Line

Course: N88° 48' 17"E Length: 355.01'
North: 896688.9439' East: 584884.8881'

Segment #2 : Line

Course: S01° 11' 43"E Length: 65.00'
North: 896623.9580' East: 584886.2440'

Segment #3 : Line

Course: S00° 52' 45"E Length: 747.35'
North: 895876.6960' East: 584897.7112'

Segment #4 : Curve

Length: 355.26' Radius: 7959.44'
Delta: 002°33'26" Tangent: 177.66'
Chord: 355.23' Course: S87° 04' 17"W
Course In: S01° 39' 00"E Course Out: N04° 12' 26"W
RP North: 887920.5562' East: 585126.8949'
End North: 895858.5467' East: 584542.9451'

Segment #5 : Line

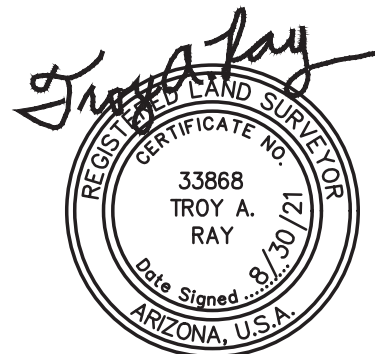
Course: N00° 52' 45"W Length: 758.09'
North: 896616.5474' East: 584531.3132'

Segment #6 : Line

Course: N01° 11' 43"W Length: 65.00'
North: 896681.5333' East: 584529.9573'

Perimeter: 2345.71' Area: 289,825.63 Sq. Ft. (6.6535 Acres)
Error Closure: 0.0054 Course: S20° 41' 06"E
Error North: -0.00504 East: 0.00190

Precision 1: 434,385.19



CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2067-1221 - Shadow Ridge Annexation – Application PL-21-0100

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-1012

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

STRATEGIC PLAN:

Strategic Outcome Area: Creative and Sustainable Community Development.

Strategic Goal: Maintain and expand quality infrastructure and improve connectivity to city amenities.

PURPOSE:

City Council will hold a public hearing and consider a request by Ms. Cindy Paddock of HILGARTWILSON, on behalf of property owner EIEIO LLC, to adopt Ordinance 2067-1221, annexing approximately 115.71 acres generally located at the southeast corner of Avondale Boulevard and Miami Avenue, which is south of Lower Buckeye Road, into the jurisdiction of the City of Avondale. The Council will take appropriate action.

BACKGROUND:

The proposed annexation request includes two (2) parcels of land totaling approximately 115.7 acres generally located at the southeast corner of Avondale Boulevard and Miami Avenue, which is south of Lower Buckeye Road, (Exhibit D). The boundary of the annexation includes two (2) parcels:

- APN 101-21-003C, owned by EIEIO LLC: Located at the southeast corner of Avondale Boulevard and Miami Avenue, this parcel totals approximately 113.68 acres and is proposed to develop as the “Shadow Ridge” master planned community. The proposed Shadow Ridge rezoning to Planned Area Development (PAD) (under separate application) would allow for development of the 113.57 acres with single-family residential for a total of 430 dwelling units consisting of four (4) different minimum lot sizes (45 feet x 120 feet, 50 feet x 115 feet/120 feet, 55 feet x 120 feet and 63 feet x 120 feet) at a density of 3.6 dwelling units per acre, 25 percent open space including amenity areas and trails. This parcel is undeveloped and is currently being farmed.
- APN 101-23-004D, owned by BW 147 LLC: Located approximately 2,549 feet south of the southeast corner of Avondale Boulevard and Miami Avenue, and 380 feet east of Avondale Boulevard, this parcel totals approximately 2.02 acres and is adjacent to a City of Goodyear pump station to the west. The property contains a canal that is not part of the Shadow Ridge project.

The annexation request does not include any portions of public rights-of-way. The south half of Miami Avenue is not included in the proposed annexation, as it is planned for this street to remain in Maricopa County's jurisdiction and is not built to City standards.

The subject property is zoned Maricopa County Residential Unit Plan of Development (R1-6/RUPD), which allows for development of 6,000 square foot single-family residential lots within the County (Exhibit B). It will be assigned the City equivalent zoning of Urban Residential (R1-6) upon annexation and under separate application is proposed to be rezoned to Planned Area Development (PAD) zoning to accommodate the proposed Shadow Ridge master planned community. The remainder of the land (approximately 2.02 net acres) is zoned Maricopa County R1-6, a district that allows for agricultural and large lot single-family residential uses, and will be assigned R1-6 (Urban Residential), the City equivalent zoning district.

The current land use designation of the property is Estate Low Density Residential (ELDR) which allows for one-and-a-half to two-and-a-half (1.5-2.5) dwelling units/acre; there is a concurrent request to change the designation to Medium Density Residential (MDR), which allows up to two-and-a-half to four (2.5-4) dwelling units/acre.

The existing uses and zoning of adjacent properties that are not included in the annexation request are:

- **NORTH OF MIAMI AVENUE:** Several unincorporated parcels, generally 1.2 acres in size, mostly developed with single-family residences and related accessory structures. These properties are zoned County RU-43 (Rural-43).
- **EAST:** Entrada, a Master Planned Community, zoned Planned Area Development. The property is undeveloped and the construction timeline is unknown.
- **SOUTH:** The Entrada Master Planned Community, as described above, and a pump station owned by the City of Goodyear zoned Rural Residential (RR-43).
- **WEST OF AVONDALE BOULEVARD:** Several undeveloped parcels in agricultural production which include two (2) projects: Fleming Farms PAD, a single-family residential subdivision with a commercial component, and Diamond P Ranch PAD, a single-family residential subdivision with a commercial component.

A Major General Plan Amendment was heard before Planning Commission on October 20, 2021 and scheduled for the required second meeting before Planning Commission on November 17, 2021. The rezoning case for these parcels is a separate item on the December 13, 2021 City Council agenda.

SUMMARY OF REQUEST:

At its meeting on October 25, 2021, Council provided staff with authorization to proceed with the proposed Shadow Ridge annexation. Staff and the project applicant, Cindy Paddock, have subsequently completed all statutorily required steps leading up to the public hearing, including:

- **October 18, 2021:** Filing of the blank annexation petition with the Maricopa County Recorder (Exhibit E).
- **October 27, 2021:** Publication of a display ad in the Southwest Valley Arizona Republic giving notice of the public hearing.
- **On or before October 27, 2021:** Posting of three (3) signs on the land to be annexed giving notice of the public hearing.
- **On or before November 1, 2021:** Notice of the public hearing mailed to the two (2) property owners within the proposed annexation boundary, all utility companies with facilities located on or adjacent to the annexation boundary, and the Chairman of the Maricopa County Board of Supervisors.

DISCUSSION:

As required by Arizona statute, notice of the annexation has been provided to all owners within the annexation boundary. The applicant is expected to bring the executed petition, signed by one-half or more of the persons owning real and personal property that would be subject to taxation by the City in the event of annexation, in

both assessed valuation and ownership, to the meeting on December 13, 2021.

Council will consider adoption of the Ordinance approving the requested annexation. To date, no comments on the request have been received by Staff.

BUDGET IMPACT:

The annexation application included the required \$6,000 fee that will be used towards costs related to the processing of the annexation.

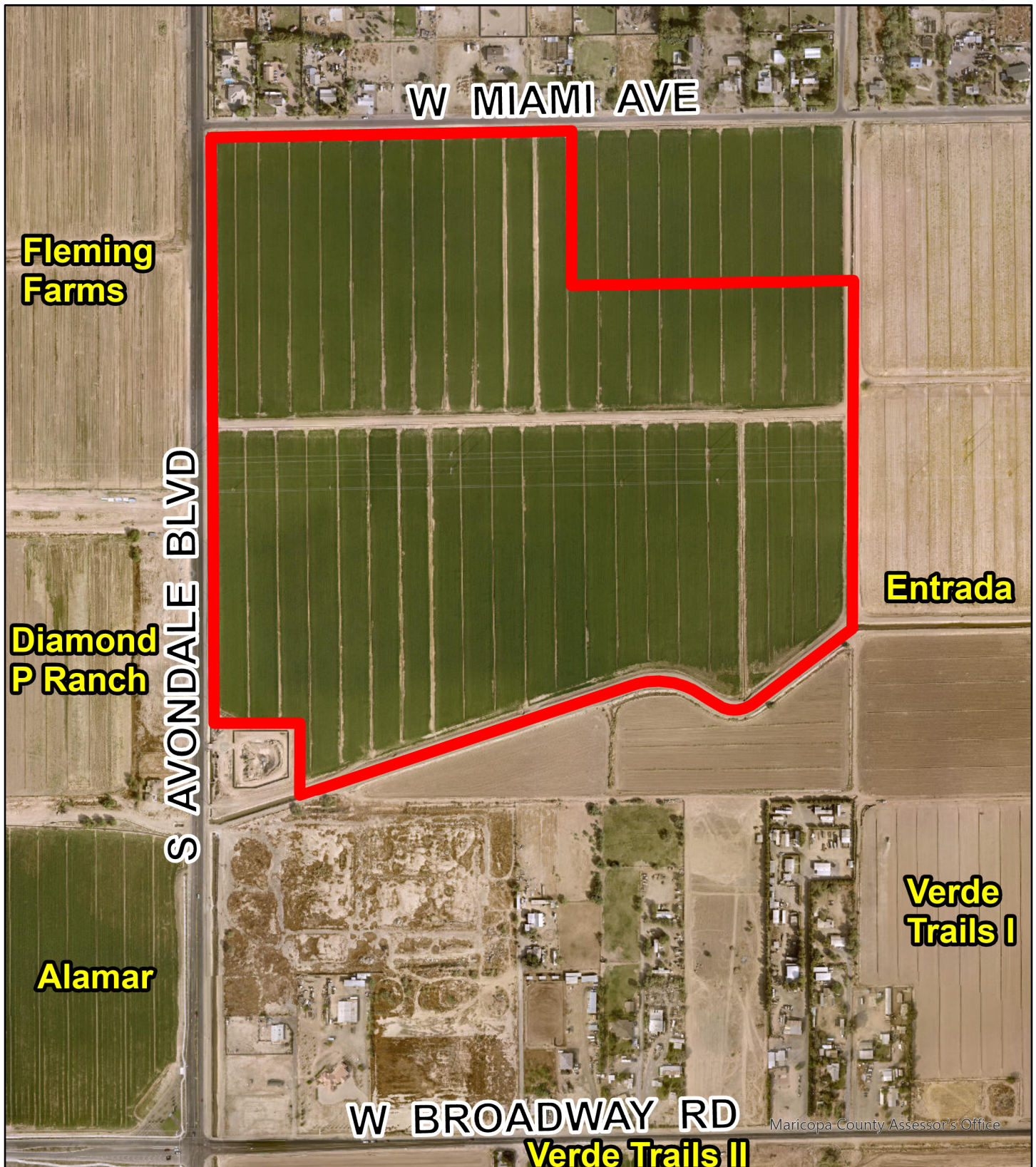
If the proposed annexation is approved by the Council at a future meeting and required signatures on the annexation petition are successfully obtained, increased revenue from construction sales tax, property tax, sales tax, water and sewer fees, and development impact fees can be expected from development of the subject site. Conversely, the City will incur costs of serving the property with Avondale services, including, but not limited to, water, sewer, sanitation, police, fire, and street services.

RECOMMENDATION:

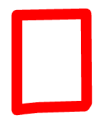
City Council will conduct a public hearing and **ADOPT** an Ordinance, annexing approximately 115.71 acres generally located at the southeast corner of Avondale Boulevard and Miami Avenue.

PROPOSED MOTION:

I move that the City Council **ADOPT** an Ordinance annexing approximately 115.71 acres generally located at the southeast corner of Avondale Boulevard and Miami Avenue.

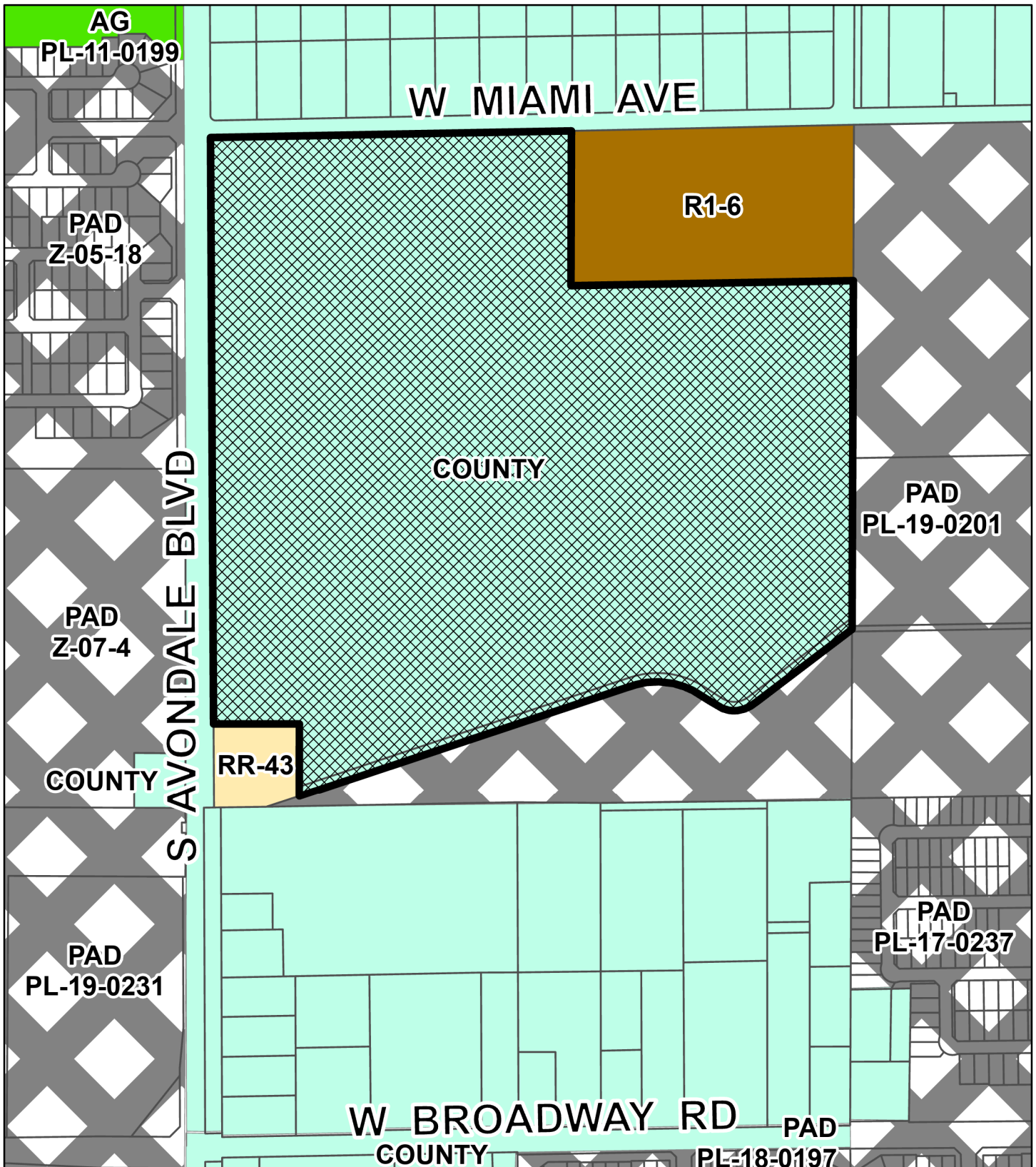


Aerial Photograph

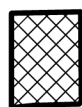


Subject Property



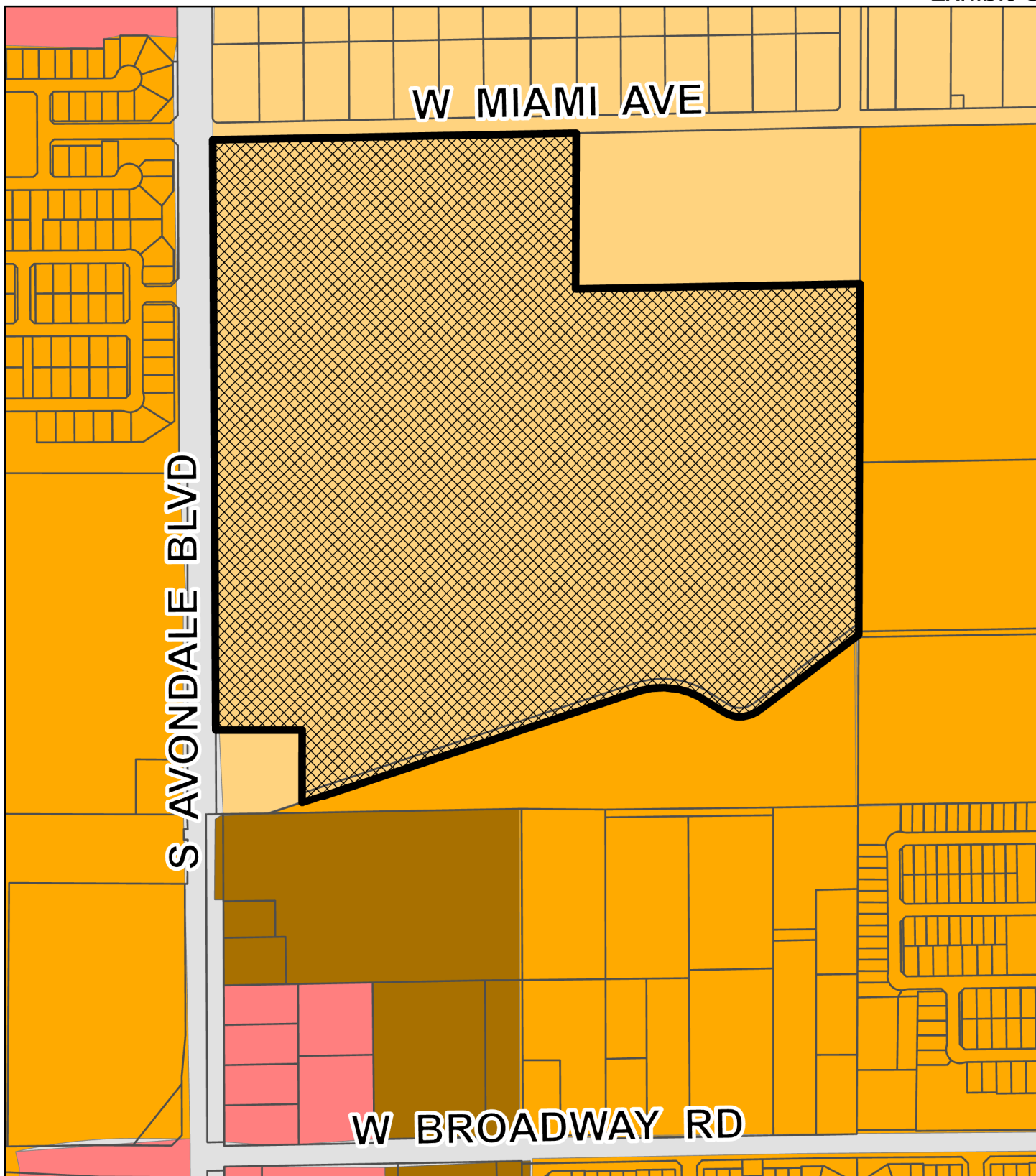


Zoning Vicinity



Subject Property





General Plan Land Use



- Local Commercial
- Estate/Low Density Residential
- Medium Density Residential
- High Density Residential



Subject Property



**SHADOW RIDGE
CITY OF AVONDALE ANNEXATION
LEGAL DESCRIPTION**

That portion of the West half of Section 19, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, recorded as Special Warranty Deed 2019-0116450 and Quit-Claim Deed 2020-0980647, Records of Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 19, being a found 3" brass cap flush marked "LS 21782" from which a found MCDOT brass cap in hand hole accepted as the West quarter corner thereof bears South 00 degrees 15 minutes 28 seconds East 2644.64 feet;

Thence South 00 degrees 15 minutes 28 seconds East, 1355.32 feet along the West line of the Northwest quarter of said Section 19;

Thence leaving said west line, North 88 degrees 59 minutes 52 seconds East, 70.01 feet to the **POINT OF BEGINNING**;

Thence North 88 degrees 59 minutes 52 seconds East 1405.70 feet to the westerly line of Ordinance #2025-0820;

Thence along said westerly line the following 11 courses:

Thence South 00 degrees 13 minutes 03 seconds West, 601.99 feet parallel with the east line of the Northwest quarter of Section 19;

Thence North 88 degrees 59 minutes 52 seconds East, 1100.00 feet parallel with the North line of the Southeast quarter of the Northwest quarter of Section 19 to the East line of the Northwest quarter of Section 19;

Thence South 00 degrees 13 minutes 03 seconds West, 690.63 feet along said East line to the Center of Section 19;

Thence continuing South 00 degrees 13 minutes 03 seconds West, 666.97 feet along the East line of the Southwest quarter of Section 19 to the centerline of the St. John's Ditch, recorded in Book 161 of Deeds, Page 231, also being the southerly line of the property as described in said Quit-Claim Deed;

Thence, for the next five (5) courses along the centerline of said St. John's Ditch;

Thence South 52 degrees 38 minutes 31 seconds West, 482.06 feet to the beginning of a tangent curve, whose radius bears North 37 degrees 21 minutes 29 seconds West a distance of 125.00 feet;

Thence westerly along said curve through a central angle of 70 degrees 10 minutes 31 seconds a distance of 153.10 feet to a point of tangency;

Thence North 57 degrees 10 minutes 58 seconds West, 82.73 feet to the beginning of a tangent curve, whose radius bears South 32 degrees 49 minutes 02 seconds West a distance of 300.00 feet;

Thence westerly along said curve through a central angle of 51 degrees 03 minutes 18 seconds a distance of 267.32 feet to a point of tangency;

Thence South 71 degrees 45 minutes 44 seconds West, 1369.12 feet to the west line of said Quit-Claim Deed, also being the east line of the property as described in the Special Warranty Deed as recorded in Document No. 2019-0226874, Records of Maricopa County, Arizona;

Thence leaving said centerline and along said east line, North 00 degrees 00 minutes 00 seconds East, 283.56 feet to the northeast corner of said Special Warranty Deed;

Thence along the north line of said Special Warranty Deed, North 90 degrees 00 minutes 00 seconds West, 334.99 feet to a line that is parallel with and 70.00 feet east of the west line of the Southwest quarter of said Section 19, said line also being the easterly line of Ordinance #1708-1019;

Thence along said parallel line and along said easterly line, North 00 degrees 13 minutes 47 seconds West, 991.00 feet to a line that is parallel with and 70.00 feet east of the west line of the Northwest quarter of said Section 19;

Thence continuing along said easterly line and along last said parallel line, North 00 degrees 15 minutes 28 seconds West, 1290.24 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 5,040,567 sq. ft. (115.7155 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 2297
Date: September 2021



NORTHWEST CORNER
SECTION 19, T1N, R1E
FOUND 3" BRASS CAP
FLUSH LS 21782
POINT OF COMMENCEMENT



MARICOPA
COUNTY

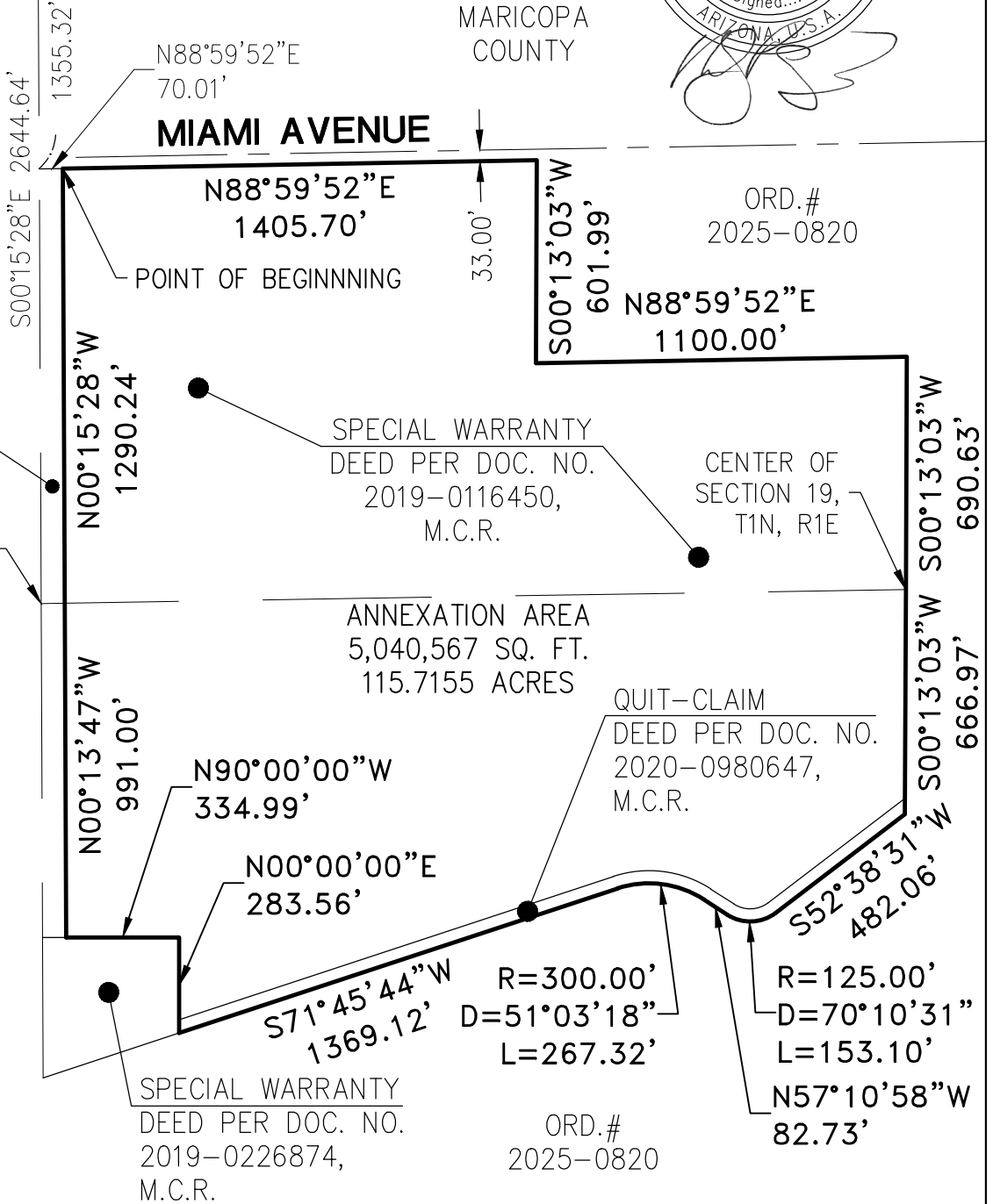
AVONDALE BLVD

MIAMI AVENUE

ORD.#
2025-0820

ORD.#
1708-1019

WEST QUARTER
CORNER SECTION 19,
T1N, R1E
FOUND MCDOT BCHH



PROJ.NO.: 2297
DATE: SEP 2021
SCALE: NTS
DRAWN BY: KM/JDL
CHECKED BY: KJP

SHADOW RIDGE
CITY OF AVONDALE ANNEXATION
MARICOPA COUNTY, AZ
EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

Exhibit E

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20211117862 10/18/2021 10:15
ELECTRONIC RECORDING

BLKANNPETSHADOWRIDGE-10-1-1--
yorkm

When recorded mail to:

Attn: Development and Engineering Services Department
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323

BLANK ANNEXATION PETITION AND AFFIDAVIT

SHADOW RIDGE ANNEXATION

**CITY OF AVONDALE
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:

(SEE ATTACHED MAP AND LEGAL DESCRIPTION)

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

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Mailing Address:	Signature	Date

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Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

EXHIBIT A

SHADOW RIDGE LEGAL DESCRIPTION AND MAP

**SHADOW RIDGE
CITY OF AVONDALE ANNEXATION
LEGAL DESCRIPTION**

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COMMENCING at the Northwest corner of said Section 19, being a found 3" brass cap flush marked "LS 21782" from which a found MCDOT brass cap in hand hole accepted as the West quarter corner thereof bears South 00 degrees 15 minutes 28 seconds East 2644.64 feet;

Thence South 00 degrees 15 minutes 28 seconds East, 1355.32 feet along the West line of the Northwest quarter of said Section 19;

Thence leaving said west line, North 88 degrees 59 minutes 52 seconds East, 70.01 feet to the **POINT OF BEGINNING**;

Thence North 88 degrees 59 minutes 52 seconds East 1405.70 feet to the westerly line of Ordinance #2025-0820;

Thence along said westerly line the following 11 courses:

Thence South 00 degrees 13 minutes 03 seconds West, 601.99 feet parallel with the east line of the Northwest quarter of Section 19;

Thence North 88 degrees 59 minutes 52 seconds East, 1100.00 feet parallel with the North line of the Southeast quarter of the Northwest quarter of Section 19 to the East line of the Northwest quarter of Section 19;

Thence South 00 degrees 13 minutes 03 seconds West, 690.63 feet along said East line to the Center of Section 19;

Thence continuing South 00 degrees 13 minutes 03 seconds West, 666.97 feet along the East line of the Southwest quarter of Section 19 to the centerline of the St. John's Ditch, recorded in Book 161 of Deeds, Page 231, also being the southerly line of the property as described in said Quit-Claim Deed;

Thence, for the next five (5) courses along the centerline of said St. John's Ditch;

Thence South 52 degrees 38 minutes 31 seconds West, 482.06 feet to the beginning of a tangent curve, whose radius bears North 37 degrees 21 minutes 29 seconds West a distance of 125.00 feet;

Thence westerly along said curve through a central angle of 70 degrees 10 minutes 31 seconds a distance of 153.10 feet to a point of tangency;

Thence North 57 degrees 10 minutes 58 seconds West, 82.73 feet to the beginning of a tangent curve, whose radius bears South 32 degrees 49 minutes 02 seconds West a distance of 300.00 feet;

Thence westerly along said curve through a central angle of 51 degrees 03 minutes 18 seconds a distance of 267.32 feet to a point of tangency;

Thence South 71 degrees 45 minutes 44 seconds West, 1369.12 feet to the west line of said Quit-Claim Deed, also being the east line of the property as described in the Special Warranty Deed as recorded in Document No. 2019-0226874, Records of Maricopa County, Arizona;

Thence leaving said centerline and along said east line, North 00 degrees 00 minutes 00 seconds East, 283.56 feet to the northeast corner of said Special Warranty Deed;

Thence along the north line of said Special Warranty Deed, North 90 degrees 00 minutes 00 seconds West, 334.99 feet to a line that is parallel with and 70.00 feet east of the west line of the Southwest quarter of said Section 19, said line also being the easterly line of Ordinance #1708-1019;

Thence along said parallel line and along said easterly line, North 00 degrees 13 minutes 47 seconds West, 991.00 feet to a line that is parallel with and 70.00 feet east of the west line of the Northwest quarter of said Section 19;

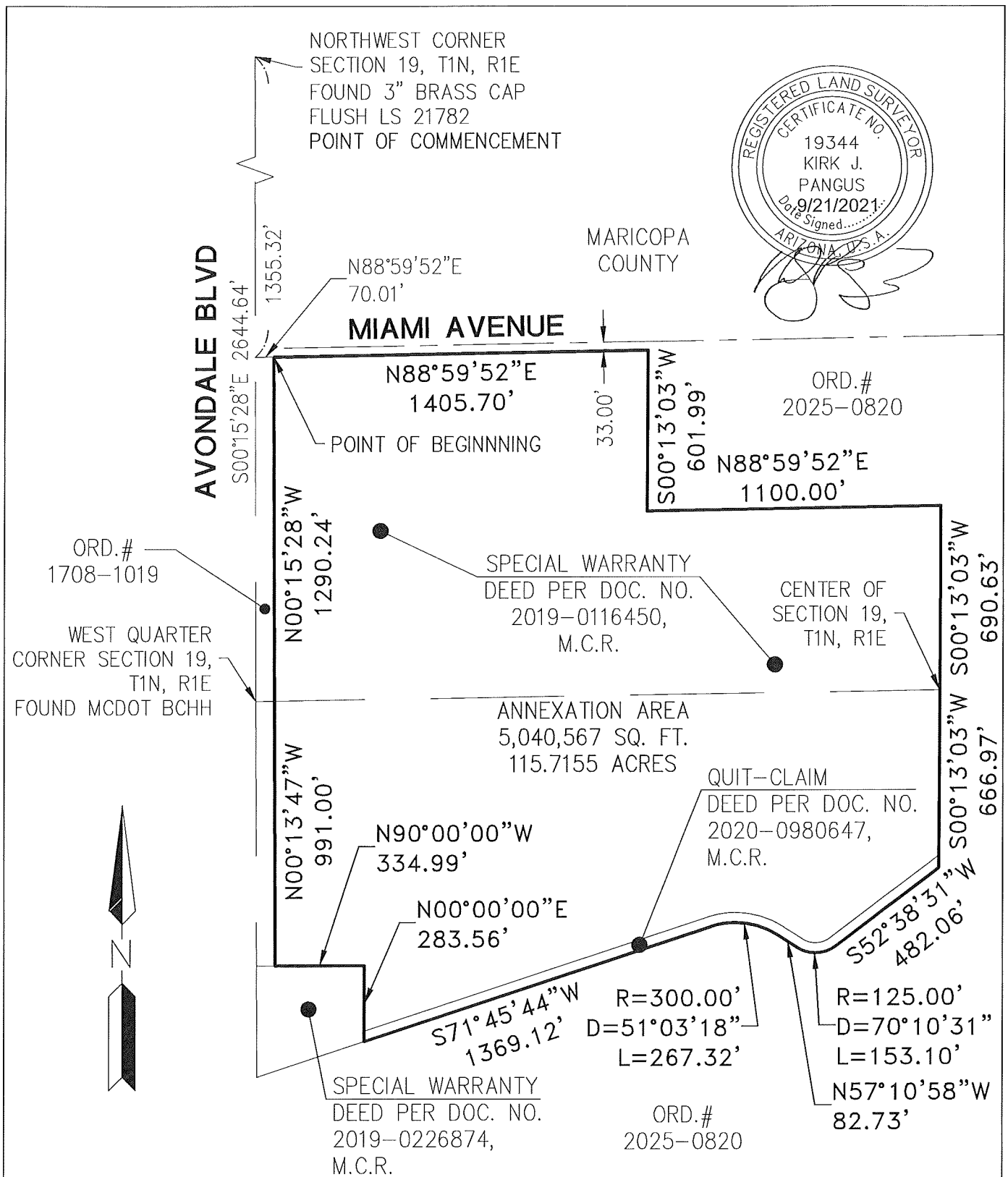
Thence continuing along said easterly line and along last said parallel line, North 00 degrees 15 minutes 28 seconds West, 1290.24 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 5,040,567 sq. ft. (115.7155 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 2297
Date: September 2021





PROJ.NO.: 2297	SHADOW RIDGE CITY OF AVONDALE ANNEXATION MARICOPA COUNTY, AZ	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: SEP 2021		
SCALE: NTS		
DRAWN BY: KM/JDL		
CHECKED BY: KJP	EXHIBIT	


Development & Engineering Services Department

11465 W. Civic Center Drive, Suite #110

Avondale, Arizona 85323-6804

Phone: (623) 333-4000 Fax: (623) 333-0420

Annexation Affidavit

Personally appears before me, Michelle Simerdla, who, first being duly sworn, deposes and says as follows:

1. I make this affidavit of my own personal knowledge.
2. I am a Senior Planner of the City of Avondale, Arizona, 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 Office of the Clerk of the City of Avondale and of the Office of the Maricopa County Recorder 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 Office of the Maricopa County Recorder.
4. I hereby affirm, pursuant to A.R.S. §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.

Michelle Simerdla

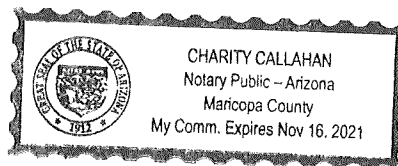
Michelle Simerdla, Senior Planner

SWORN TO AND SUBSCRIBED before me

 This 18th day of October, 2021.

Charity Brooks Charity Callahan

Notary Public for the State of Arizona

 My commission expires: Nov. 16, 2021


ORDINANCE NO. 2067-1221

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF AVONDALE BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS.

WHEREAS, the City of Avondale (the “City”) has received a petition in writing (the “Annexation Petition”), accompanied by a map of certain territory hereinafter more particularly described and depicted (the “Annexation Area”), asking that the Annexation Area be annexed into the City by extending and increasing the corporate limits of the City so as to embrace the Annexation Area; and

WHEREAS, the Annexation Petition has been filed and presented to the Council of the City of Avondale (the “City Council”), signed by the owners of more than one-half in value of the real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City in the event of annexation within the Annexation Area, as shown by the last assessment of said Annexation Area; and

WHEREAS, the City Council has determined the Annexation Area is contiguous to the City’s corporate limits in accordance with ARIZ. REV. STAT. § 9-471; and

WHEREAS, the City Council desires to grant the request set forth in the Annexation Petition and extend and increase the City’s corporate limits to include the Annexation Area; and

WHEREAS, said Annexation Petition sets forth a true and correct legal description of all the exterior boundaries of the entire Annexation Area and had attached thereto at all times an accurate map of the Annexation Area; and

WHEREAS, no alterations increasing or reducing the Annexation Area have been made after the Annexation Petition was signed by any owner of real and personal property in such Annexation Area; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-471(L), the City is required to adopt a zoning classification for the Annexation Area that permits densities and uses no greater than that permitted by Maricopa County immediately before the annexation; and

WHEREAS, the Annexation Area is currently zoned by Maricopa County as Maricopa County Residential Unit Planned Development (R1-6/RUPD) zoning classification; and

WHEREAS, the provisions of ARIZ. REV. STAT. § 9-471, and amendments thereto, have been fully observed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk together with a true and correct copy of the original Annexation Petition, which original Annexation Petition is on file in the office of the Maricopa County Recorder.

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

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

SECTION 2. The Annexation Area, as more fully described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby annexed to the City and the present corporate limits are hereby extended and increased to include the Annexation Area.

SECTION 3. The land-use classification for the Annexation Area is hereby designated as Urban Residential (R1-6) under the City of Avondale Zoning Ordinance.

SECTION 4. The City Clerk is hereby authorized and directed to file with the Maricopa County Recorder's Office a fully executed copy of this Ordinance, together with an accurate map of the Annexation Area.

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

SECTION 6. For purposes of elections there are no residences located in the Annexation Area.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
December 13, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE 2067-1221

[Legal description and map of Annexation Area]

See following pages.

**SHADOW RIDGE
CITY OF AVONDALE ANNEXATION
LEGAL DESCRIPTION**

That portion of the West half of Section 19, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, recorded as Special Warranty Deed 2019-0116450 and Quit-Claim Deed 2020-0980647, Records of Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 19, being a found 3" brass cap flush marked "LS 21782" from which a found MCDOT brass cap in hand hole accepted as the West quarter corner thereof bears South 00 degrees 15 minutes 28 seconds East 2644.64 feet;

Thence South 00 degrees 15 minutes 28 seconds East, 1355.32 feet along the West line of the Northwest quarter of said Section 19;

Thence leaving said west line, North 88 degrees 59 minutes 52 seconds East, 70.01 feet to the **POINT OF BEGINNING**;

Thence North 88 degrees 59 minutes 52 seconds East 1405.70 feet to the westerly line of Ordinance #2025-0820;

Thence along said westerly line the following 11 courses:

Thence South 00 degrees 13 minutes 03 seconds West, 601.99 feet parallel with the east line of the Northwest quarter of Section 19;

Thence North 88 degrees 59 minutes 52 seconds East, 1100.00 feet parallel with the North line of the Southeast quarter of the Northwest quarter of Section 19 to the East line of the Northwest quarter of Section 19;

Thence South 00 degrees 13 minutes 03 seconds West, 690.63 feet along said East line to the Center of Section 19;

Thence continuing South 00 degrees 13 minutes 03 seconds West, 666.97 feet along the East line of the Southwest quarter of Section 19 to the centerline of the St. John's Ditch, recorded in Book 161 of Deeds, Page 231, also being the southerly line of the property as described in said Quit-Claim Deed;

Thence, for the next five (5) courses along the centerline of said St. John's Ditch;

Thence South 52 degrees 38 minutes 31 seconds West, 482.06 feet to the beginning of a tangent curve, whose radius bears North 37 degrees 21 minutes 29 seconds West a distance of 125.00 feet;

Thence westerly along said curve through a central angle of 70 degrees 10 minutes 31 seconds a distance of 153.10 feet to a point of tangency;

Thence North 57 degrees 10 minutes 58 seconds West, 82.73 feet to the beginning of a tangent curve, whose radius bears South 32 degrees 49 minutes 02 seconds West a distance of 300.00 feet;

Thence westerly along said curve through a central angle of 51 degrees 03 minutes 18 seconds a distance of 267.32 feet to a point of tangency;

Thence South 71 degrees 45 minutes 44 seconds West, 1369.12 feet to the west line of said Quit-Claim Deed, also being the east line of the property as described in the Special Warranty Deed as recorded in Document No. 2019-0226874, Records of Maricopa County, Arizona;

Thence leaving said centerline and along said east line, North 00 degrees 00 minutes 00 seconds East, 283.56 feet to the northeast corner of said Special Warranty Deed;

Thence along the north line of said Special Warranty Deed, North 90 degrees 00 minutes 00 seconds West, 334.99 feet to a line that is parallel with and 70.00 feet east of the west line of the Southwest quarter of said Section 19, said line also being the easterly line of Ordinance #1708-1019;

Thence along said parallel line and along said easterly line, North 00 degrees 13 minutes 47 seconds West, 991.00 feet to a line that is parallel with and 70.00 feet east of the west line of the Northwest quarter of said Section 19;

Thence continuing along said easterly line and along last said parallel line, North 00 degrees 15 minutes 28 seconds West, 1290.24 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 5,040,567 sq. ft. (115.7155 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 2297
Date: September 2021



NORTHWEST CORNER
SECTION 19, T1N, R1E
FOUND 3" BRASS CAP
FLUSH LS 21782
POINT OF COMMENCEMENT



MARICOPA
COUNTY

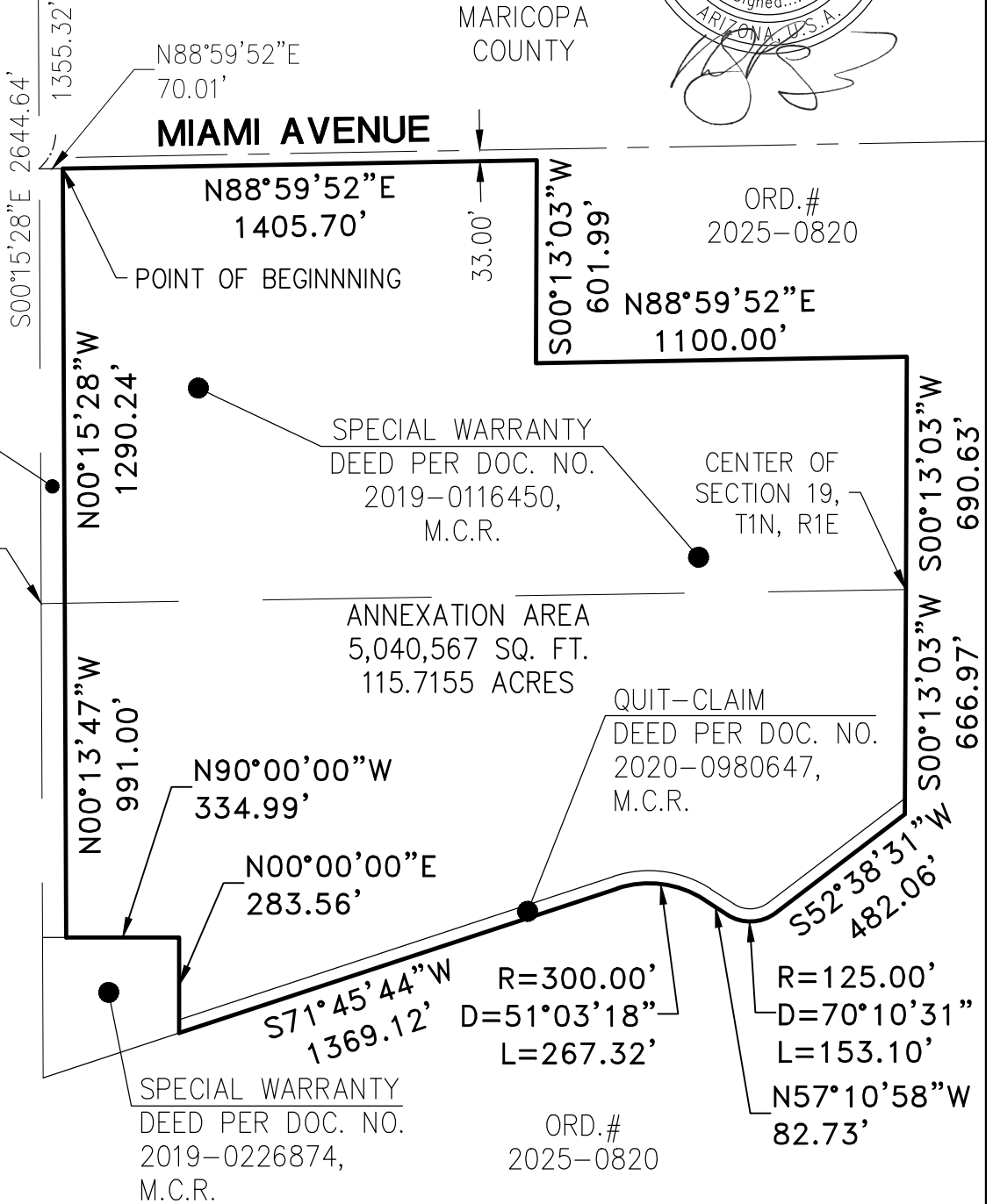
AVONDALE BLVD

MIAMI AVENUE

ORD.#
2025-0820

ORD.#
1708-1019

WEST QUARTER
CORNER SECTION 19,
T1N, R1E
FOUND MCDOT BCHH



PROJ.NO.:	2297
DATE:	SEP 2021
SCALE:	NTS
DRAWN BY:	KM/JDL
CHECKED BY:	KJP

SHADOW RIDGE CITY OF AVONDALE ANNEXATION MARICOPA COUNTY, AZ
EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Resolution 1108-1221 - Shadow Ridge – Major General Plan Amendment – Application PL-21-0021

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-1012

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

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Creative and Sustainable Community Development

- STRATEGY: Increase sustainability initiatives such as renewable clean energy or sustainable design and construction.
-

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Resolution 1108-1221, approving a request by Cindy Paddock of HILGARTWILSON for a Major Amendment to the Avondale General Plan 2030 Land Use Map for Shadow Ridge, a proposed 118.4 gross acre planned development at the southeast corner of Miami Avenue and Avondale Boulevard. If approved, the General Plan 2030 Land Use Map designations for the property will be amended from Estate Low Density Residential to Medium Density Residential. The Council will take appropriate action.

BACKGROUND:

The 118.4 gross acre subject property (Exhibits A and B) is located at the southeast corner of Miami Avenue and Avondale Boulevard, in the jurisdiction of Maricopa County. The irregularly-shaped site is relatively flat with an irrigation canal that runs along Avondale Boulevard and is adjacent to an irrigation canal to the south that is not part of the project. There are above-ground utility lines along Avondale Boulevard and power lines that bisect the property.

The site is zoned in the County as Single-Family Residential with a Residential Unit Plan of Development Overlay District (R1-6/RUPD). The R1-6/RUPD zoning allows for development of 6,000 square foot single-family residential lots. It is the City's policy not to serve water or sewer to new developments in unincorporated areas; for the property to develop under its current County zoning, the developer would be required to provide private water and sewer services independent of the City's systems. Approval of this Major General Plan Amendment request will revise the land use designation on the property as described later in this report. Presently, the property's City General Plan 2030 land use category designation is Estate Low Density Residential (ELDR) (Exhibit C). The ELDR category allows for development of detached single-family residential homes at a density of 1 to 2.5 dwelling units per acre. The target density in ELDR is 1 unit per acre.

The existing uses and zoning of surrounding properties include:

NORTH OF MIAMI AVENUE: Several unincorporated parcels, generally 1.2 acres in size, mostly developed with single-family residences and related accessory structures. These properties are zoned County RU-43 (Rural-43).

EAST: Entrada, a master-planned community, zoned Planned Area Development and approved for 625 single-family dwelling units with lot sizes of 45 feet X 110 feet, 50 feet X 115 feet, and 55 feet X 120 feet. The property is undeveloped and the construction timeline is unknown.

SOUTH: The master planned community, Entrada as described above, and a pump station owned by the City of Goodyear zoned Rural Residential (RR-43).

WEST OF AVONDALE BOULEVARD: Several undeveloped parcels in agricultural production which include two (2) projects: Fleming Farms, a platted Planned Area Development (allows for single-family use and includes a commercial component zoned under case number Z-05-18) and Diamond P Ranch Planned Area Development (allows for single-family uses and includes a commercial component zoned under case number Z-07-4).

Separate applications to annex the subject property into the City of Avondale and rezone the site to Planned Area Development (PAD) have been filed and are in process.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Major General Plan Amendment (GPA) to the General Plan 2030 Land Use Map in order to facilitate development of a planned single-family residential community. As previously noted, the property has a General Plan land use designation of Estate Low Density Residential and the request for a Major GPA (Exhibit D) will revise the General Plan Land Use Map to Medium Density Residential (MDR). The MDR category accommodates development of suburban detached single-family residential within a density range of 2.5 to 4.0 dwelling units per acre, with a target density of 2.5. Density beyond the target of 2.5, but not to exceed 4 units per acre, may be approved if a proposed development exhibits a high quality design, exceptional open space, and the like.

This proposed GPA is the first step in the development process for the site. There is a statutory requirement that Major General Plan Amendments be heard by the City Council during the same calendar year the application request is filed. The purpose of the first Planning Commission meeting on October 20, 2021 was to conduct a public hearing for discussion on the project only. At the November meeting, Planning Commission conducted a public hearing and forwarded a recommendation to Council. The PAD rezone is a separate agenda item on the December 13, 2021 Council meeting. The proposed annexation went before City Council October 25, 2021 for authorization to begin the annexation process. The Council public hearing was held November 15, 2021, and the public hearing and vote on the adoption of the ordinance approving the annexation is a separate item on the December 13, 2021 Council agenda.

PROCESS:

The General Plan 2030 outlines criteria for what constitutes Minor and Major GPAs. The proposed request is considered a Major Amendment because it is necessary for the establishment of a Planned Area Development (PAD) encompassing over 80 gross acres and impacts over 10 percent of the total land area of the PAD being established. Major GPAs vary from the more common Minor GPAs in a few ways, as follows: 60-Day Review: For major GPAs, Statute requires cities to identify a 60-day period in which notice is provided to potentially impacted adjoining jurisdictions and public agencies and comments are solicited from those jurisdictions and agencies. Though notice is often provided out of courtesy, no such formal interagency review is required for minor GPAs.

Planning Commission Process: To encourage greater citizen participation, Major GPAs require two Planning Commission public hearings, one of which must be held at an off-site location. The first hearing is for public comment, and the second hearing is when Commission will take action on the request. Minor GPAs require a single Planning Commission public hearing.

Approval by City Council: Major GPAs require approval by two-thirds majority vote of the City Council.

PUBLIC PARTICIPATION:

The required 60-day notification of potentially impacted adjoining jurisdictions and public agencies, as required by Arizona Revised Statutes, was transmitted on August 2, 2021. Sixteen cities, school districts, and other public entities were provided with a short summary of the proposal and a copy of the proposed amendment and asked to provide comments, if any, by October 4, 2021. Staff has not received comments from the agencies, jurisdictions, or districts on the proposal.

A neighborhood meeting (Exhibit F) to discuss the proposal with neighboring property owners and other interested parties was held on August 31, 2021. Due to the ongoing Covid-19 pandemic, the meeting was held virtually via Zoom. All notices of the meeting, including mailings to owners within 1,000 feet of the site, public hearing notice signs on the property, and display ads in the Arizona Republic, were completed in at least fifteen days prior to the meeting as required. In addition to City Staff and the applicant's team, two (2) people attended the virtual meeting which included two (2) Councilmembers. The applicant gave an overview presentation on the project. Discussion was primarily related to the following topics:

Concerns with Avondale maintaining sufficient Estate Low Density Residential (ELDR) land and future land for half acre to acre lots: The applicant's team responded that the property is along the Avondale Commercial and Employment Growth corridor in the General Plan and strong market activity within the nearby planned and existing master-planned suburban density communities. The request only represents a six (6) percent reduction in the available ELDR land north of the Estrella Mountains and there are over 30,000 acres of ELDR land designated within Avondale's Planning area. There are large lot opportunities north of Miami Avenue where acre lots stretch one (1) mile between Avondale Boulevard and 107th Avenue. With this site being adjacent to the future school site, the area south of Miami Avenue is well-suited for suburban densities. The City-wide General Plan update could be an opportunity to look at other potential ELDR sites that may be better suited for more rural designations.

What are the large lots to the north? Are they under County standards?: They are low density ranchettes in the County but after the annexation of the subject property, would be eligible for annexation. Concerns with increased future traffic on Avondale Boulevard south of Lower Buckeye and what the project does to address that: The Traffic Impact Analysis does recommend deceleration lanes for the project entrances. The property's physical limitations with the irrigation canal to the south limits north and south connectivity and the project's design would limit direct access to Miami Avenue and instead utilizes access to 111th Avenue. Staff indicated that comments would be forthcoming that may require a connection to Miami Avenue from within the property. The future Littleton school site was also discussed as a factor in analyzing circulation options.

As required for Major General Plan Amendments, Planning Commission held public hearing on this item to allow for public comment on October 20, 2021 on Zoom. No persons spoke on the item from the public, and the Commission did not have any questions or comments. Three (3) comments related to the proposal have been posted on the City's aVOICE digital forum conveying to rezone the property and build the residential community, no more development, and questions about the project.

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 September 24, 2021. The meetings were advertised in the Wednesday, September 29, 2021 edition of the Southwest Valley Arizona Republic. Lastly, two public hearing notice signs identifying meeting dates, times, and locations were installed on the property on August 12, 2021 and updated by October 4, 2021 with the public hearing dates. One (1) public comment via email (Exhibit G) has been received to date from a property owner within 1,000 feet that was notified via postcard that expressed that they are not in support of the project and thinks the rural character area from Southern Avenue to Lower Buckeye Road, on the east side of Avondale Boulevard should be maintained.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

The property is located in the service areas of the Littleton Elementary School District (LESD) and the Tolleson Union High School District (TUHSD). LESD has provided the City with a Certificate of Adequate

School Facilities signed by the Superintendent (Exhibit E) which states that the district has adequate capacity to accommodate the estimated enrollment from the proposed Shadow Ridge development and that the anticipated classroom impact will be addressed by developer agreement in place. TUHSD has provided the City with a Certificate of Adequate School Facilities signed by the Superintendent (Exhibit E) stating that the district has adequate capacity and no school site within the development is needed.

ANALYSIS:

City Council must determine that the proposed amendment meets four (4) findings prior to recommending approval. Staff's analysis of each of the required findings is presented below.

1. The development pattern contained in the Land Use Plan inadequately provides the appropriate optional sites for the use or change proposed in the amendment.

Most of the City's inventory of undeveloped Medium Density Residential (MDR) land has been planned over the past 2-4 years, with Alamar (formerly Lakin Ranch), Entrada, Verde Trails, and Del Rio Ranch III all under construction or moving towards construction. Even with these planned communities, there is significant additional demand for development of single-family residences at a suburban density in the southern portion of Avondale. Because there are no remaining large assemblages of land designated MDR, development of new homes at a suburban density would be limited to these already approved communities. Approval of the proposed GPA would accommodate the next wave of residential development in southern Avondale.

The City has conveyed to the developer that the City would support a rezoning proposal if 20 percent or more of the proposed lots are minimum 60 feet wide, a proportionate percentage at 50 or 55 feet wide, and the remaining lots not smaller than 45 feet wide. Shadow Ridge is proposing 430 single-family dwelling units, and the Medium Density Residential designation will allow up to 455 dwelling units. The resulting density for 430 dwelling units on 118.5 gross acres is expected to be between 3.6 dwelling units per acre.

The City greatly supports development of Estate Low Density Residential in order to diversify Avondale's housing stock and attract a wider demographic of potential residents. Significant amounts of land to develop estate-sized lots will remain in Avondale, primarily in two locations: the north bank of the Gila River and south of the Estrella Mountains. These alternate sites are more isolated and feature fewer visual obstructions (e.g. power lines, future freeways, etc.), making those parcels more attractive to large lot subdivisions and custom home developers. The project narrative indicates that this General Plan Amendment will only affect six (6) percent of the land designated as Estate Low Density Residential north of the Estrella Mountains, and overall, including the area south of the Estrella Mountains, the reduction will result in less than 0.4 percent of land area.

2. The amendment constitutes an overall improvement in the 2030 Plan and is not solely for the good or benefit of a particular landowner or owners.

Compared to low density or rural residential uses, suburban residential densities such as those allowed in the MDR category are more appropriate and compatible with the future SR30 freeway that is expected to be constructed less than a mile south of the Shadow Ridge property. As noted in the General Plan, Estate Low Density Residential is most appropriate in locations where homeowners are afforded significant privacy and isolation; the future freeway limits the privacy and isolation of the subject property, reducing the likelihood it can effectively be developed as originally intended. It is in the best interest of all parties, including the City, for the property to develop. Development of this property will include undergrounding an irrigation canal. Physical benefits of developing the site include beautification of a large power line corridor, undergrounding of an unsightly irrigation canal, and improvement to adjacent arterial and collector streets. Less noticeably, development will generate additional tax revenue and create additional spending power to support local businesses. Additionally, the project is adjacent to the Avondale Boulevard Growth Area identified in the General Plan 2030, and will be approximately one (1) mile north of the future SR-30, a planned state highway that will be a reliever for I-10. Compared to low density or rural residential uses, suburban residential densities are more appropriate and compatible in proximity to the future SR30 freeway. As noted in the General Plan, Estate Low Density Residential is most appropriate in locations where homeowners are afforded significant privacy and isolation; the future freeway limits the privacy and isolation of the subject property, reducing the

likelihood it can effectively be developed as originally intended.

3. The amendment will not adversely impact the community as a whole and/or a portion of the community by: (1) significantly altering acceptable land use patterns; (2) requiring large and more expensive public infrastructure improvements including, but not limited to roads, water, wastewater, and public safety facilities than would otherwise be needed without the proposed change, or (3) adversely impacting the existing land use.

Development of the property with residential uses has always been envisioned. Under the property's current land use designations, 47 dwelling units could be built on the site. With the proposed GPA, up to 455 units could be constructed on the property. This 408-unit increase in density does not represent a significant alteration to the City's desired development pattern, considering the nearby Medium Density Residential developments such as Entrada and Verde Trails. Should the increase in density require larger infrastructure to support the development, such as larger water or sewer lines, additional water rights, and traffic signals, the developer will be required to construct said infrastructure. The proposal will not adversely impact the existing land uses in the area. The amendment will assist in facilitating development of a planned community that will deliver enhanced infrastructure and an upgraded roadway network.

4. The amendment is consistent with the overall intent of the General Plan 2030 and other adopted plans, codes, and ordinances.

The proposed amendment furthers several goals of the General Plan 2030, including, but not limited to:

- Land Use Goal #3, Policy D "Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity".
- Land Use Element Goal 4, Policy A: "Encourage annexations that benefit the quality of life for Avondale residents and are in the best interest of the City".
- Housing Goal #4, Policy B "Support creatively designed subdivision layouts, particularly layouts in which open space and recreation areas containing amenities are thoughtfully integrated throughout.
- Energy Element Goal 5, Policy B: "Require that electric power line corridors and regional drainage channels be developed as active and passive open space amenities for the community allowing for non-motorized connections between neighborhoods".

DISCUSSION:

The proposal meets the four (4) required findings for General Plan Amendments as detailed in the Analysis section, above.

BUDGET IMPACT:

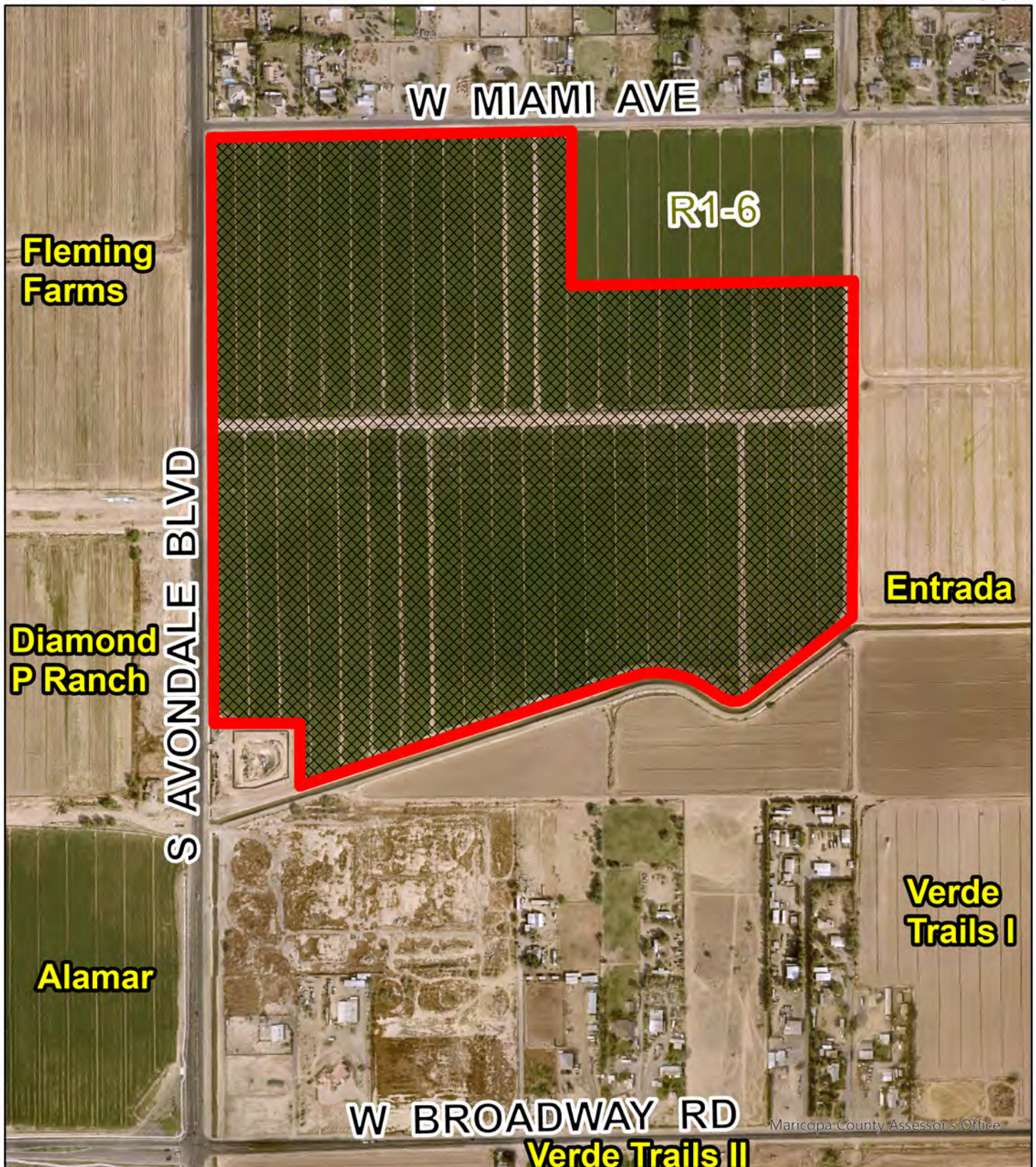
No budget impacts.

RECOMMENDATION:

City Council will conduct a public hearing and **ADOPT** a Resolution approving Application PL-21-0021 Shadow Ridge, a request for a Major Amendment to the General Plan 2030 Land Use Map changing the Land Use designation of the subject property from Estate Low Density Residential (ELDR) to Medium Density Residential (MDR).

PROPOSED MOTION:

I move that City Council **ADOPT** a Resolution approving application PL-21-0021 Shadow Ridge, a request for a Major Amendment to the General Plan 2030 Land Use Map changing the Land Use designation of the property from Estate Low Density Residential (ELDR) to Medium Density Residential (MDR).

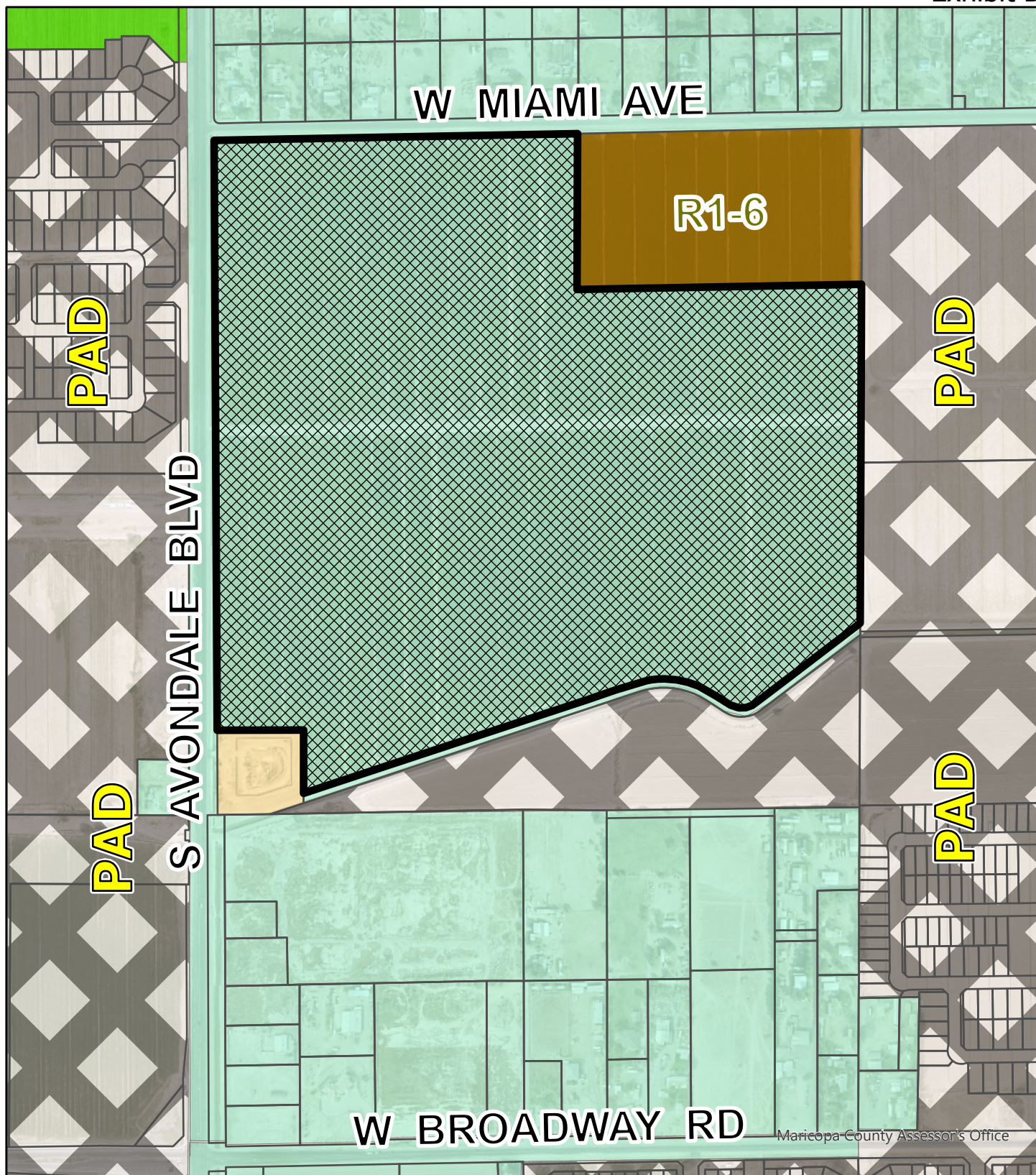


Aerial Photograph

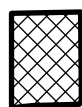


 Subject Property

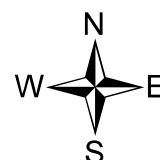


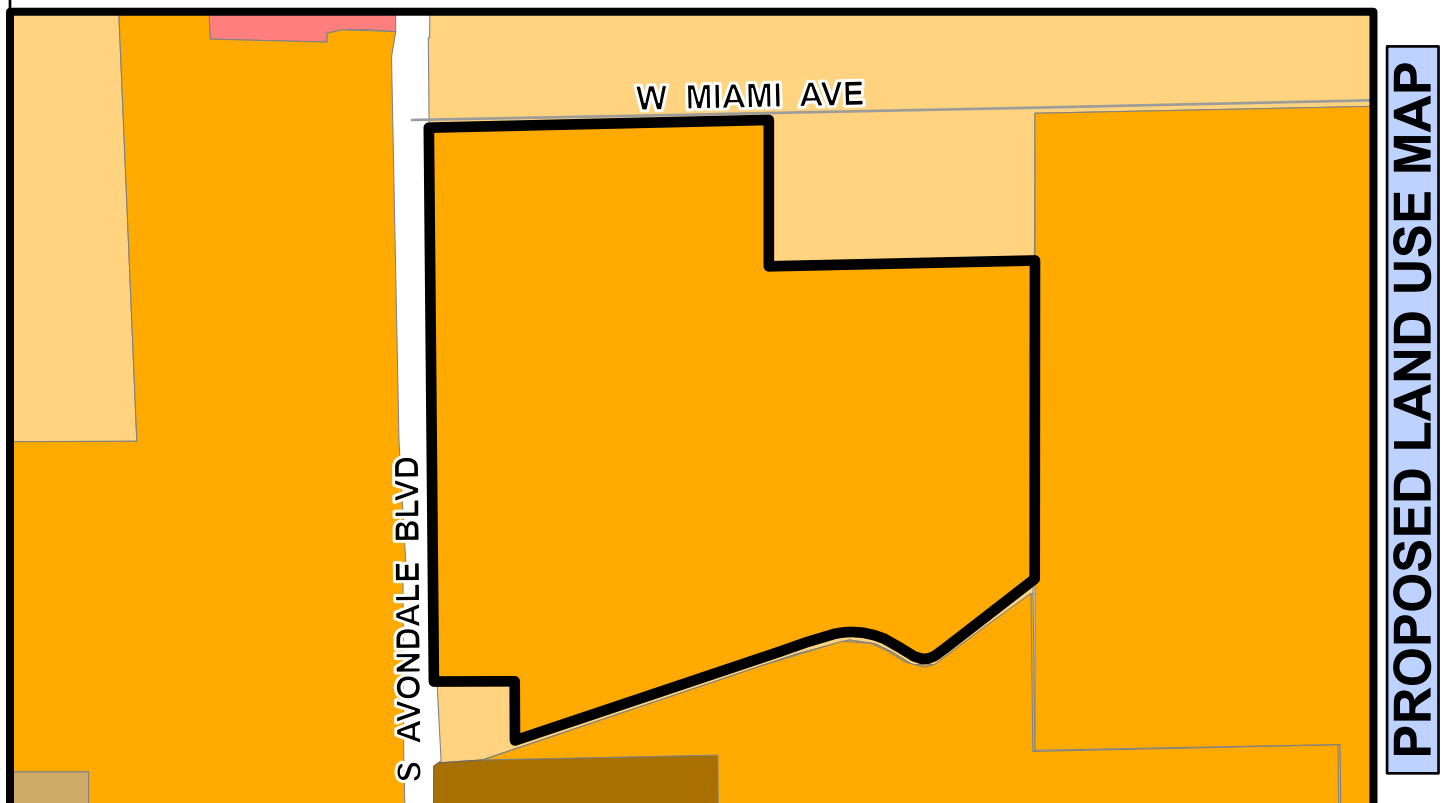
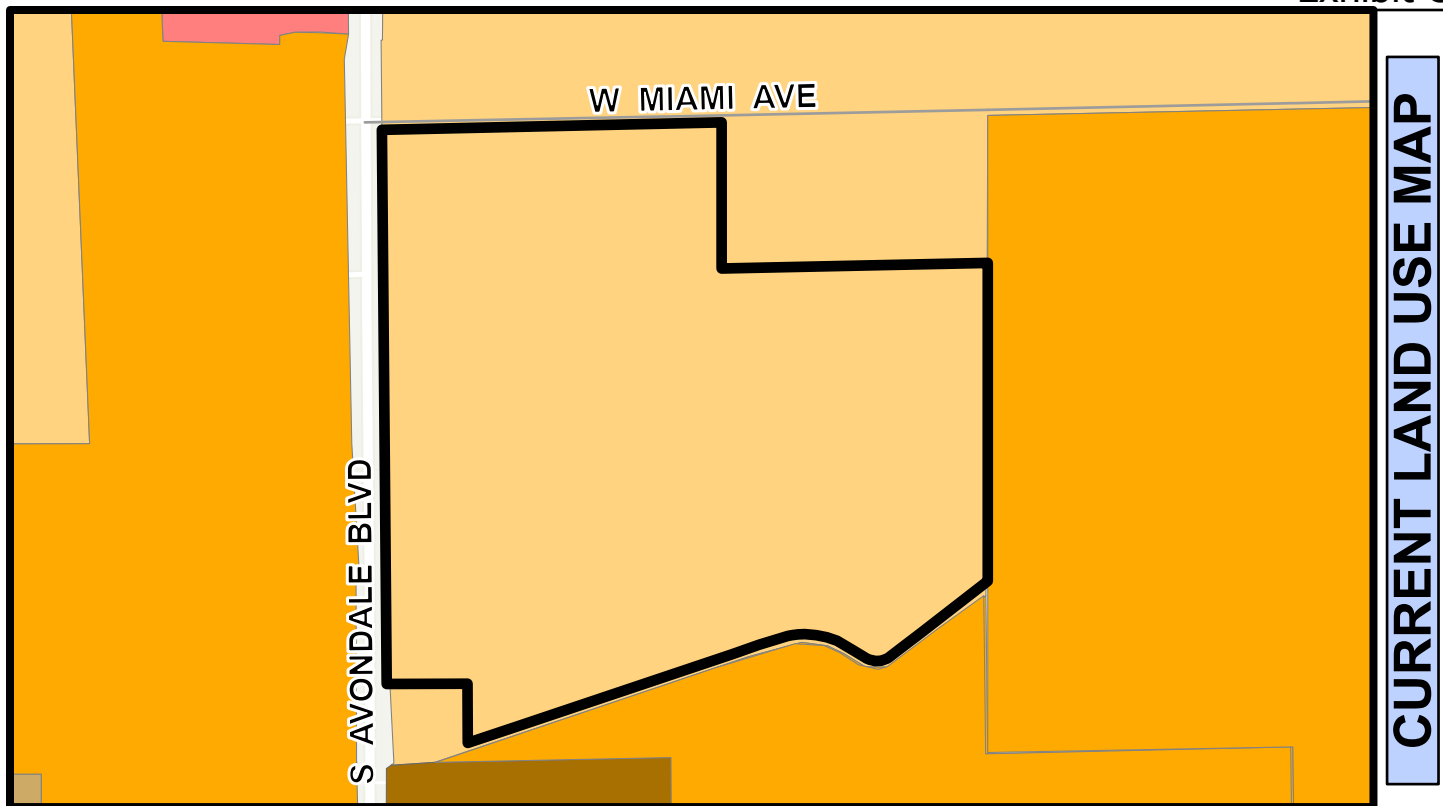


Zoning Vicinity



Subject Property

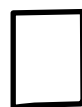




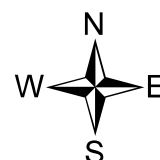
General Plan Land Use



- Local Commercial
- Estate/Low Density Residential
- Medium Density Residential
- High Density Residential



Subject Property





Case Number PL-21-0087

Shadow Ridge

Planned Area Development Narrative

SEC of Avondale Boulevard & Miami Avenue
Avondale, AZ

3rd Submittal: October 12, 2021

2nd Submittal: July 22, 2021

1st Submittal: January 26, 2021

Project Team

Owner	EIEIO, LLC Lisa Kazan 2415 E. Camelback Road Suite 700 Phoenix, Arizona 85016 602.346.5091
Land Broker	Land Advisors Organization Mike Schwab 4900 N. Scottsdale Road Suite 3000 Scottsdale, Arizona 85251 480.483.8100
Legal Counsel	Bergin, Frakes, Smalley & Oberholtzer Carolyn Oberholtzer, Esq. 4343 E. Camelback Road Suite 210 Phoenix, Arizona 85018 602.888.7860
Planner / Engineer	HILGARTWILSON, LLC Cindy Paddock, AICP 2141 E. Highland Avenue Suite 250 Phoenix, Arizona 85016 602.490.0535
Traffic Engineer	CivTech Dawn Cartier, PE, PTOE 10605 N. Hayden Road Suite 140 Scottsdale, Arizona 480.659.4250
Landscape Architect	McGough Adamson Nick Adamson, RLA 535 E. McKellips Road Suite 131 Mesa, Arizona 85203 602.997.9093

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Under Separate Cover

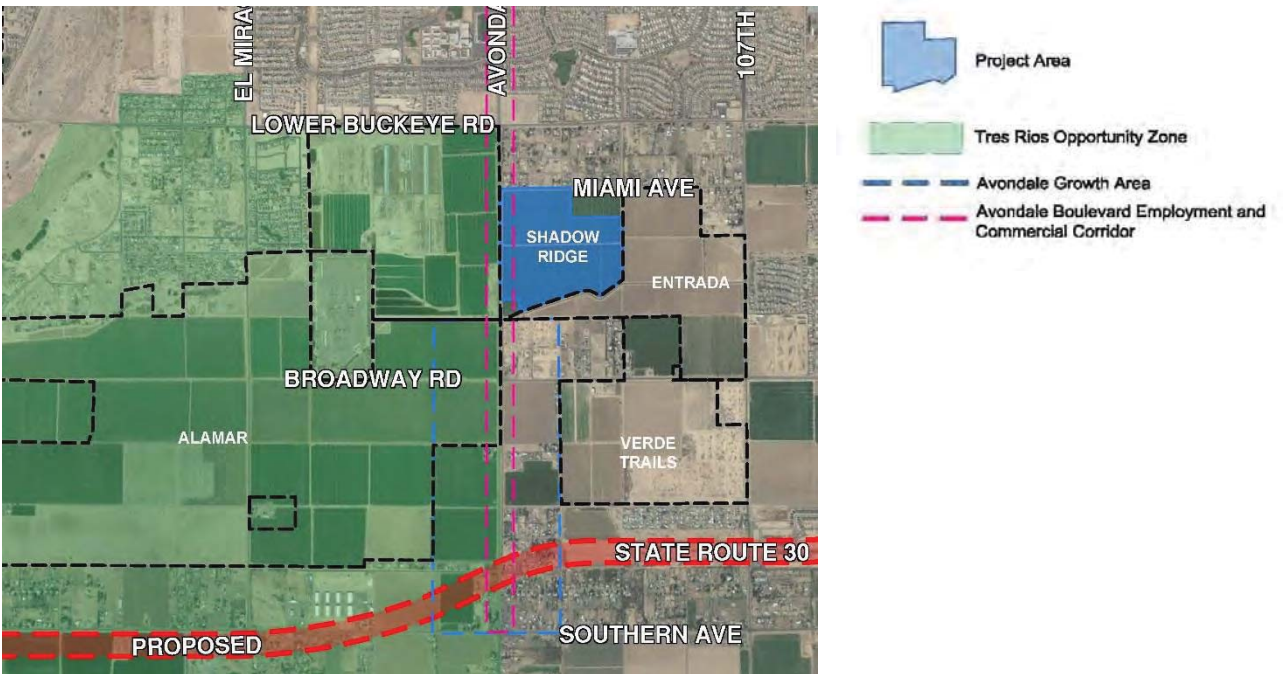
Property Legal Description and Exhibit
 Preliminary Master Water Report
 Preliminary Master Wastewater Report
 Preliminary Master Drainage Report
 Preliminary Traffic Study

1.0 PROPERTY OVERVIEW

1.1 Introduction

Shadow Ridge (Project, Community or Site) is an approximately 118.5-gross acre property in unincorporated Maricopa County at the southeast corner of Avondale Boulevard and Miami Avenue. A Site legal description and exhibit is provided under separate cover. Refer to **Figure 1, Regional Vicinity Map** for Project location. This request to rezone the Project from Maricopa County R1-6 RUPD (County Case Z99-30) to Planned Area Development (PAD) is coupled with companion General Plan Amendment (GPA) and annexation requests. The proposed Project applications will facilitate the development of a residential community with a mix of lot sizes consistent with the evolving demands of today's homebuyers and the surrounding area's transition to a more suburban lifestyle.

This area of Avondale is experiencing increased development interest with the communities of Entrada, Verde Trails and Alamar nearby and plans for future commercial development along Avondale Boulevard. The area will be easily accessible by the future SR30 freeway, with a planned alignment approximately one-mile south of the Shadow Ridge community. SR30 is projected to be constructed in 2030. To complement plans for the future SR30, the US Department of Treasury has recently designated the Tres Rios Opportunity Zone in Census Tract 822.08 to spur economic development and increase investment and growth in approximately seven square miles just west of the Project. The Project is also adjacent to the Avondale Boulevard Growth Area, and the proposed PAD maximizes available infrastructure for more intensive development supported by planned transportation access and the



Avondale Boulevard Employment and Commercial Corridor.

With its proximity to future employment areas and diversity of housing product, the Project will support the Avondale General Plan 2030 (GP2030 or GP) goal of increasing housing options for the local workforce to fuel growing employment opportunities.

The Property is currently undeveloped and in agricultural production. It is adjacent to a future K-8 elementary school site (School), which has been acquired by the Littleton Elementary School District. This request provides for a master-planned community that will complement the School and facilitate a coordinated circulation pattern in line with the adjacent Entrada master planned community.

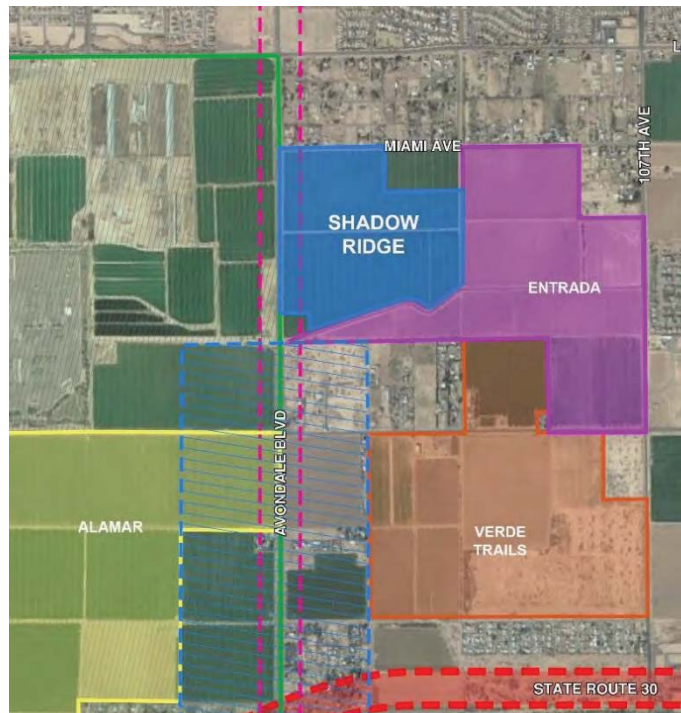
1.2 Existing Property and Surrounding Area Conditions

The Property is adjacent to Miami Avenue and a large-lot single family residential area to the north known as “Raceway Ranchos”, which is zoned Rural – 43, 1 Acre per Dwelling Unit (RU-43) in Maricopa County. The northeast corner of the Project is adjacent to the School, and the southern boundary borders an SRP irrigation channel. The Project is impacted by major overhead power lines that traverse the property east to west, bisecting it roughly in half. Adjacent to the southern property boundary, in separate ownership, is a 40-foot wide parcel that includes a portion of an existing SRP irrigation canal, APN 101-21-004D. The canal is not part of the Project and Shadow Ridge has no need to improve it. Our understanding is that the canal may be conveyed to SRP in the future. The City of Goodyear owns and is developing a pump station on a parcel zoned RR-43 abutting the southwest corner of the Site. When complete the pump station will be screened by a wall to be constructed by Goodyear.

There are several large communities zoned PAD in the immediate area taking advantage of the accessibility to the SR30 freeway. The communities of Entrada, Verde Trails and Alamar are helping to transition the area from a rural farming and agricultural development pattern to one with more suburban residential density master planned communities and subdivisions. See **Figure 2, Surrounding Residential Property** and below aerial map.

Shadow Ridge

PAD Rezone
Project Narrative



SURROUNDING RESIDENTIAL DEVELOPMENT SITE DATA					
Subdivision	Acreage	Lot Count	Lot Size	Gross Density (du/ac)	Year Rezoned
Entrada ⁽¹⁾	177.8	625	45' x 110' 50' x 115' 55' x 120'	3.5	2019
Verde Trails ⁽²⁾	310	738	40' x 55' 50' x 100' 45' x 115' 50' x 120' 58' x 120' 68' x 120' 65' x 115' 70' x 120'	3.25	2018
Alamar ⁽³⁾	1,124	2,203 - 4,212	1,500 - 9,000+ sf	2.0 - 3.7	2018

(1) Lot Count and Gross Density shown are 'target' numbers.

(2) Gross Density shown is 'maximum' allowable, per PAD.

(3) Lot Count and Gross Density range represents 'target' and 'maximum' numbers.

Entrada is an approximately 185-acre planned community generally located northwest of Broadway Road and 107th Avenue and south of Miami Avenue, zoned PAD with 176-acres of residential land use and 9-acres of commercial. The approved 625 residential lots are 45' x 110', 50' x 115', and 55' x 120'. The Commercial component of Entrada will consist of a neighborhood shopping center, which provides retail and service establishments, satisfying the everyday needs of the consumers residing in adjacent neighborhoods. The gross residential density of Entrada is 3.5 DU/ac.

South of Entrada is an approximately 310-acre master planned community known as Verde Trails, approved for 738 residential lots. It is generally located at the southwest corner of 107th Avenue and Broadway Road. The Verde Trails PAD was amended in 2018 to modify lot sizes to address the current home buying market; approved lot sizes range from 2,200 to 8,400 square feet. The total overall gross density for Verde Trails is 3.25 DU/ac.

Southwest of Shadow Ridge, across Avondale Boulevard, is the approximately 1,124-acre master planned community known as Alamar. The community is planned for a variety of lot sizes ranging from 1,500 to 9,000 square feet with an anticipated residential density of 3.29 DU/ac. Approved maximum lot count and gross density is 4,212 lots and 3.7 DU/ac respectively per the PAD.

Table 1, Surrounding Property Information located below provides General Plan Land Use, Zoning, and Existing Land Uses for the surrounding properties.

**TABLE 1
SURROUNDING PROPERTY INFORMATION**

	General Plan Land Use	Zoning District	Existing Land Use
North	Estate/Low Density Residential	RU-43 (Maricopa County)	Large Lot Rural Residential
East	Medium Density Residential	PAD (Avondale)	Agriculture
South	Medium Density Residential	PAD RR-43 (Avondale)	Agriculture
West	Medium Density Residential	PAD (Avondale)	Commercial Dairy & Agriculture

1.3 Existing General Plan

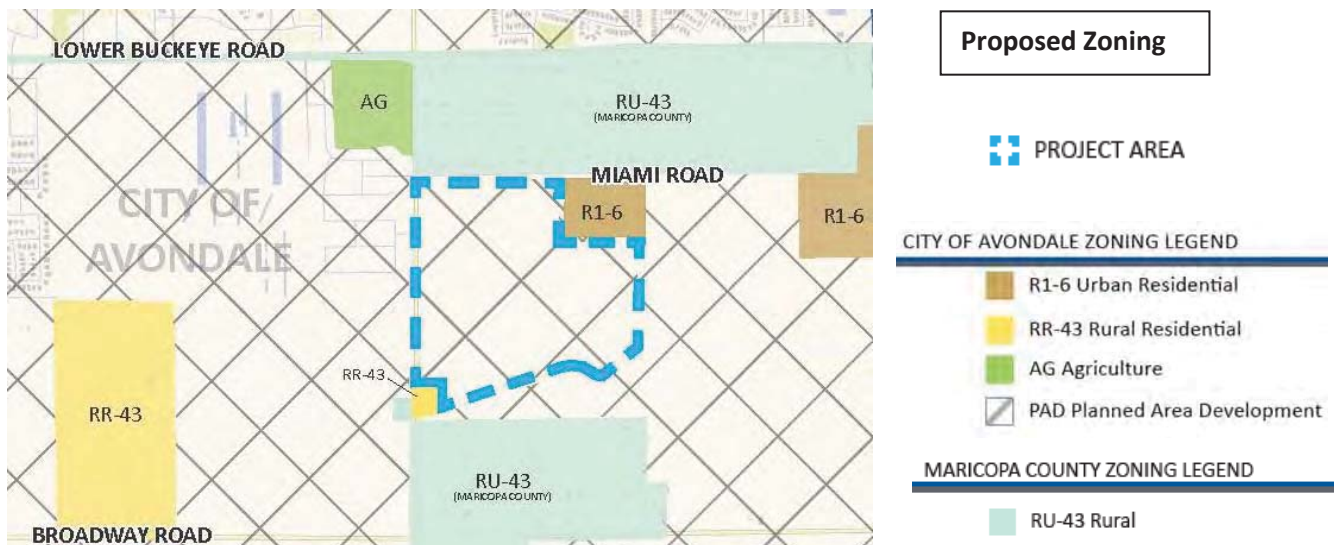
The Site's current land use designation in the GP is Estate/Low Density Residential (ELDR). See **Figure 3, Existing General Plan**. A Major GPA for the Project, filed as Case PL-21-0021, requests an amendment to the Medium Density Residential (MDR) land use designation to moderately increase the existing density range from 1.0 – 2.5 DU/ac to a density range of 2.5 - 4 DU/ac (dwelling units per acre) with a Target Density of 2.5 DU/ac. With 118.5-gross acres the proposed GP Amendment will permit a range of 285 to 455 single family dwelling units. The MDR land use category provides for a suburban lifestyle with planned detached single-family residential communities and neighborhood facilities consistent with the Project's proposed design and with surrounding residential projects. Parks, trails, other open space amenities, and public facilities are also permitted in this category.

Miami Avenue is within the City of Avondale Municipal Planning Area and therefore part of the GPA; however, it is and will remain under the jurisdiction of Maricopa County and has not been included in the companion annexation request.

The Project site is located close to the municipal Planning Areas of the City of Phoenix and the City of Tolleson, both lying east of 107th Avenue and separated by Buckeye Road. Refer to **Figure 4, Context Map**.

1.4 Zoning

The Shadow Ridge Project is currently zoned R1-6 RUPD in Maricopa County with a mix of lot sizes including 45' x 110', 50' x 110', 55' x 110', and a single-loaded street on the south side of Miami Avenue with a typical lot dimension of 80' x 110'. With the School now located on Miami Avenue, the proposed site layout provides for four lot sizes that will yield a diversity of product, similar to the original intent, with extended lot depths. This home diversity will provide opportunities for multiple market segments - first time homebuyers, move-up buyers and buyers who are downsizing - with an overall gross density of 3.6 DU/ac based on 430 maximum lots. The Project includes approximately 28.64-acres of overall open space with 20.3 acres of useable open space, 18% of the net site area of approximately 113.16-acres. Project open space and amenities are centrally located for accessibility to all homes and linked through a multi-faceted pedestrian circulation network. Open space is further detailed below in Sections 2.1 Development Plan and 4.1 Open Space, Trails, and Amenities. See **Figure 5, Existing Zoning Map** and **Figure 6, Proposed Zoning Map**, and below. The proposed PAD zoning is consistent with the nearby master-planned communities.



2.0 PROJECT DESCRIPTION

2.1 Development Plan

Shadow Ridge is proposing a maximum of 430 single-family residential lots on 118.5-gross acres, for a gross residential density of 3.6 DU/ac. The Community consists of four (4) lot sizes: 45' x 120', 50' x 115'/120', 55' x 120' and 63' x 120' with amenities and open spaces connecting the neighborhoods. The development plan proposes a master planned residential community with approximately 25% of the net site area as open space and 18% of the net site area allocated to useable open space. The majority of the useable open space is centralized and accessible to all residents via an extensive pedestrian system. Shadow Ridge residents enjoy meaningful interaction and enhanced quality of life through the

pedestrian circulation system and multiple amenity areas. The electrical easement serves as a central open space, connecting all residents of the Community. The spine of the pedestrian network is a multi-use trail that runs the length of the electrical easement and creates regional connection opportunities with Entrada and other adjacent properties. Integrated trails and sidewalks link all neighborhoods to this central pedestrian network and provide non-vehicular access to all recreation amenities. An approximate 9.2-acre disc golf course spans the length of the electrical easement. The focal point of the Project amenities is a minimum 7.9-acre central park with a series of themed, interactive gardens linked via a turf ribbon that intersects the electrical easement while connecting the residential parcels north and south of the easement as illustrated in **Figure 12A, Conceptual Landscape Master Plan**. The proposed interactive gardens offer a range of multi-generational recreation opportunities for active and passive enjoyment – a cactus specimen garden, multi-sensory garden, biking hub garden, boulder garden, interactive water garden, citrus/edible garden and a butterfly garden; refer to **Figure 12B, Central Park Enlargement** exhibit. An approximate 3.1-acre informal turf play field with adjacent gathering node and seating area is located between Parcel D and the electrical easement. An abutting trail provides connectivity to the disc golf course, central park and community pedestrian network. The central park and gardens are the social focus of the Community, and a green oasis that lead to an outdoor game area within each phase. The gardens also provide access to the integrated pedestrian system, intersecting the multi-use trail, secondary trail and community sidewalks. Multi-generational recreational amenities are proposed in the outdoor game areas, including shaded playground facilities, two pickleball courts, a gaming area and several ramadas located in the game area north of the electrical easement. The outdoor game area located south of the electrical easement includes a half basketball court, shaded playground facilities and a ramada. Integrated shade sails over the playground areas provide a colorful landmark and frame either end of the turf ribbon. The outdoor game areas, playground equipment and gardens are located within ¼ mile of any home and multiple gathering nodes with seating for social interaction are also within a short walk of all residents. Specific parcel densities, lot sizes and areas may be revised during the platting process but the maximum number of dwelling units per the approved PAD for the Project will not be exceeded.

Primary Project vehicular access is provided from Avondale Boulevard with a full movement entrance serving Parcels A and B north of the electrical easement and another full movement entrance into Parcel D south of the electrical easement. Parcels C and E share an access to 111th Avenue located within Parcel C, north of the electrical easement. Avondale Boulevard and 111th Avenue both intersect Miami Avenue. Adjacent perimeter street improvements will be coordinated with the development of the adjacent property, Entrada to the east and the school site at the southwest corner of 111th Avenue and Miami Avenue. A connection to 111th Avenue and Miami Avenue is required in Phase 1.

The Site is laid out with the larger 63'-wide lots along Miami Avenue to the north, nearest to the Raceway Ranchos community. These larger lots wrap around to the west along Avondale Boulevard north of the electrical easement. The remaining Avondale Boulevard frontage south of the electrical easement is open space and several 45'-wide lots. The electrical

MIAMI AVE

AVONDALE BLVD

PARCEL A
63' x 120'

SCHOOL SITE

PARCEL B
50' x 115'

PARCEL C
50' x 120'

11TH AVE

IRRIGATION CANAL

PARCEL D
45' x 120'

PARCEL E
55' x 120'

PUMP STATION

ENTRADA
ZONING: PAD
SINGLE FAMILY RESIDENTIAL

 PAD Boundary
 Park
 Power Pole
 Electrical Easement

Site Data Table			
Parcel No.	Typical Lot Size	Lot Count	Gross Acres
A	63' x 120'	86	25.4
B	50' x 115'	64	14.3
C	50' x 120'	77	17.5
D	45' x 120'	120	29.0
E	55' x 120'	83	21.7
Electrical Easement		-	10.6
Total		430	118.5

The primary theme for the Community is the “outdoor experience” through the central park and themed gardens within a turf ribbon as a focal point and a guidepost to the more active amenity areas. The gardens and turf serve as a central visual and physical link to the outdoor game areas within the central park, one on either side of the electrical easement. The landscaping theme further supports the outdoor experience and themed gardens with edible, desert-adapted landscape plants such as date palms and aloes mixed with colorful, lush plant material and turf focused in areas of pedestrian activity to promote outdoor livability accented with simple manmade materials in walls and hardscapes that convey a casual lifestyle.

Primary Project access is provided from the west along Avondale Boulevard and secondary access is provided from 111th Avenue on the east. Per the 2017 City of Avondale Transportation Plan, Avondale Boulevard is classified as a 4-Lane Minor Arterial to accommodate a raised median. Miami Avenue is classified as an Urban Minor Collector by Maricopa County and will be improved to Maricopa County standards and maintained by Maricopa County. 111th Avenue is classified as a Minor Collector in the City of Avondale. Parcels south of the electrical easement are proposed to be developed in Phase 1. Avondale Boulevard and 111th Avenue shall be improved with the first phase of development. 111th

Avenue improvements will be coordinated with Entrada. The 111th Avenue/Miami connection is required in Phase 1 regardless if Entrada develops or not. Miami Avenue improvements shall be completed in Phase 2. Interior circulation will be via public streets constructed per City of Avondale standards. Turn lanes for site access to be constructed on Avondale Boulevard and Miami Avenue per the Shadow Ridge Traffic Impact Analysis (TIA) dated July 2021. Project entrance roads to Avondale Boulevard will include a landscaped median. Further details of the proposed circulation system and roadway improvements are provided in the TIA. As noted in the TIA, it is not expected that the total traffic volumes on Avondale Boulevard and Miami Avenue will be sufficient to warrant a traffic signal at the intersection within buildout of the Project. As further development occurs in the area, especially to the south, traffic signal warrants at this intersection should be reevaluated.

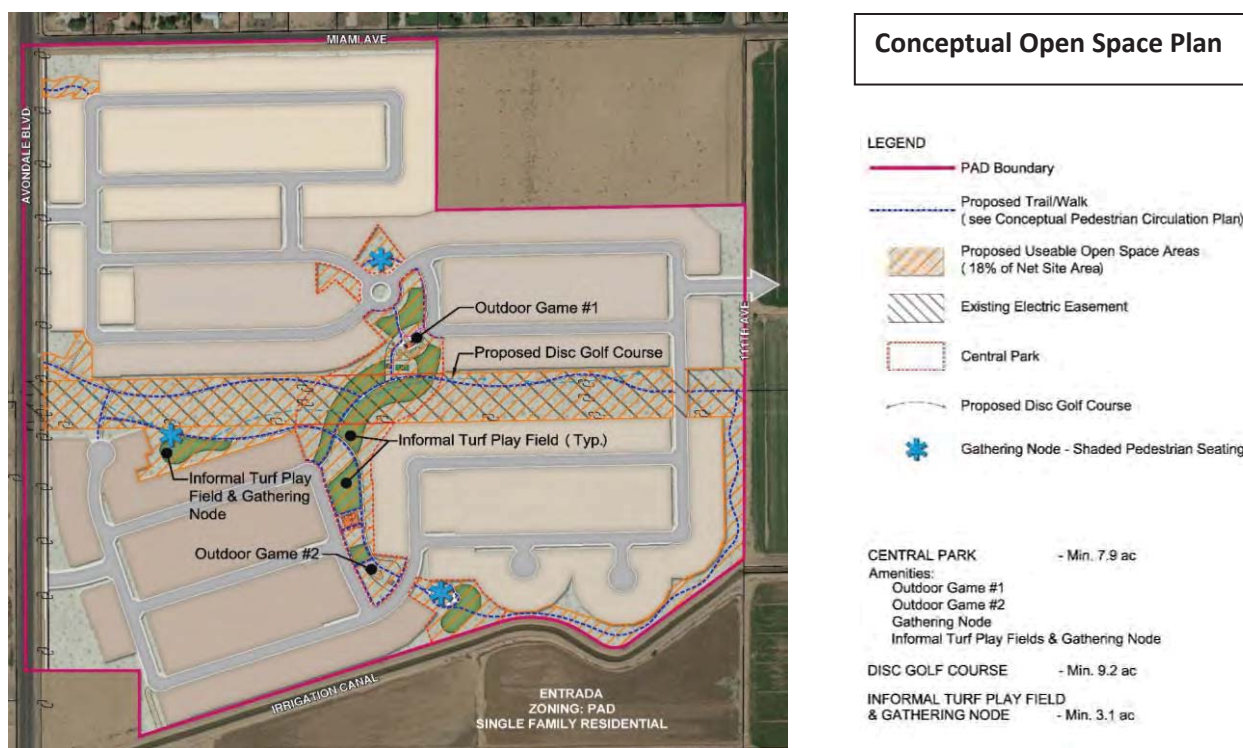
Figure 8, Street Circulation Plan, and **Figure 9, Street Cross Sections** depict the vehicular circulation and street cross sections, respectively. The Project is almost 3-miles south of Interstate 10 via the Avondale Boulevard access and the future SR-30 freeway will be located approximately 1-mile to the south.

A non-motorized pedestrian network serves the Community, providing walkability and connectivity to recreational amenities, open space and adjacent property. The central park and gardens serve as the hub of the pedestrian network, connecting the multi-use trail in the electrical easement, the secondary trail and the sidewalk system. Sidewalks serving the homes connect them to the Community open space, enhancing residents' access to recreational opportunities. Each of the active open spaces are connected by a trail or sidewalk. A multi-use trail within the electrical easement allows for regional connectivity and connectivity to Entrada. **Figure 10, Conceptual Pedestrian Circulation Plan**, depicts the pedestrian circulation for the Community.

2.4 Density and Land Use Justification

Avondale is experiencing high demand for new homes with single-family permits increasing over 400 percent in 2020. This increase was driven in large part by projects located in the area surrounding Shadow Ridge, such as Alamar and Verde Trails. This high-growth area between Interstate 10 and the Estrella Mountains allows residents to take advantage of the enhanced transportation access and limit commute times. With proximity to the future SR30 freeway, GP2030 Growth Area, Avondale Boulevard Employment and Commercial Corridor and the Tres Rios Opportunity Zone, these communities and the proposed Project provide a robust array of new housing options for a young and vibrant population to support an expanding workforce, growing families, out-of-state transplants and help attract additional employment opportunities to Avondale. The lot sizes within the Project have been increased to ensure ample opportunities for rear yard improvements such as pools, outdoor kitchens and ramadas.

The Project total open space, at 25%, is more than required and includes over 20-acres of useable open space with centralized amenities and recreational opportunities throughout. The electrical easement corridor is fully utilized for recreation through the provision of a proposed disc golf course which offers play for multiple age groups. A multi-use trail extends the length of the corridor, allowing for connection to Entrada on the east and regional facilities. See **Figure 11, Conceptual Open Space Plan** and excerpt below.



3.0 LAND USES AND DEVELOPMENT STANDARDS

The requirements of the Zoning Ordinance and Avondale Subdivision Regulations shall apply except where explicitly stated otherwise herein by this PAD. The approved PAD sets forth the development standards for Shadow Ridge. Should a conflict exist between any provision in this PAD and the Avondale Zoning Ordinance and Avondale Subdivision Regulations the PAD shall apply.

3.1 Residential

3.1.1 Permitted, Conditional, Accessory Land Uses

All uses not specifically provided for herein are prohibited, unless a subsequent determination by the Zoning Administrator finds a specific use to be an analogous use to a permitted use.

The following uses are permitted by right:

- Single-family detached dwelling
- Multigenerational living units, including range/oven, subject to the following conditions:
 - i. The unit shall not be rented, leased, or sold separately from the principal residence or otherwise used for compensation.
 - ii. A separate address, water meter, utility meter, driveway, or parking area shall not be permitted for the living unit.
 - iii. If detached from the principal residence, the unit shall apply materials, colors, and architectural style of the principal residence.
 - iv. A detached multigenerational living unit shall meet the location, height and setback requirements required for the principal residence.
- Child care in the home for four (4) or fewer children not related to the residents as an accessory to the primary residential use of the dwellings
- Community garden, one acre or less
- Group home
- Parks and recreation areas, HOA-operated
- School, public

The following uses are permitted with conditions per the City Zoning Ordinance:

- Home occupation, as an accessory to the primary residential use of a dwelling
- Public utility facility required for local service

The following uses are permitted with a Conditional Use Permit:

- Child care in the home for five (5) to ten (10) children not related to the residents as an accessory to the primary residential use of the dwelling
- Child care center in conjunction within a school
- Public utility facility with the exception of those allowed as a Use Permitted with Conditions

3.1.2 Development Standards Modifications

The Residential Development Standards below, **Table 2, Residential Development Standards** shall replace the development standards as shown in the City of Avondale Zoning Ordinance. Deviations from the City's standard are shown in **bold**. It is the intent of these development standards to be comparable to the Avondale R1-5, R1-6 and R1-7 (Single Family Residential) zoning districts with modifications.

**TABLE 2
RESIDENTIAL DEVELOPMENT STANDARDS**

	Avondale R1-7	63' x 120'	Avondale R1-6	55' x 120'	Avondale R1-6	50' x 115'	Avondale R1-5	45' x 120'
Min. Lot Width (ft.)	70	63	65	55	65	50	50	45
Min. Lot Depth (ft.)	110	120⁽³⁾	100	120⁽³⁾	100	115⁽³⁾	100	120⁽³⁾
Min. Lot Area (square feet)	7,000	7,245	6,000	6,325	6,000	5,500	5,000	5,175
Max. Building Coverage (%)	45	55	45	55	45	55	45	55
Max. Building Height (ft.)	30	30	30	30	30	30	30	30
Minimum Yard Setbacks:								
Front Yard (ft.)	20 ⁽¹⁾	20 10 to livable area and side entry garage⁽⁴⁾	20 ⁽¹⁾	20 10 to livable area and side entry garage⁽⁴⁾	20 ⁽¹⁾	20 10 to livable area and side entry garage⁽⁴⁾	20 ⁽¹⁾	20 10 to livable area and side entry garage⁽⁴⁾
Side Yard (ft.)	8	5/8	8	5/5	8	5/5	10/0 ⁽²⁾	5/5
Street Side Yard (ft.)	10	10 5 when adjacent to a 12' landscape tract⁽⁶⁾	10	10 5 when adjacent to a 12' landscape tract⁽⁶⁾	10	10 5 when adjacent to a 12' landscape tract⁽⁶⁾	10	10 5 when adjacent to a 12' landscape tract⁽⁶⁾
Total Side Yards (ft.)	18	13	18	10	18	10	15	10
Rear Yard (ft.)	15	15⁽⁵⁾	15	15⁽⁵⁾	15	15⁽⁵⁾	15	15⁽⁵⁾

⁽¹⁾ Minimum front yard setback may be reduced by five (5) feet when providing a side-entry garage.

⁽²⁾ Minimum 10' separation between buildings on adjacent lots.

⁽³⁾ Minimum lot depth can be decreased by 5' when fronting a street knuckle.

⁽⁴⁾ Minimum 3' stagger required on adjacent lots.

⁽⁵⁾ Minimum 3' stagger required on adjacent lots when backing onto collector and arterial streets.

⁽⁶⁾ A landscape tract with root barrier to accommodate tree planting outside the 8' public utility easement may be less than 12' wide but will be a minimum of 10' wide. See Figure 16, Conceptual Hardscape Details for root barrier detail.

3.1.3 Development Standards Justification

The proposed modifications to development standards support housing diversity and are necessary to develop a high-quality and diverse mix of housing products while providing neighborhoods with ample open space, a range of active and passive recreational opportunities for all ages, and an interconnected pedestrian system. As discussed in Section 2.4 above, the Project provides 18% net useable open space, which exceeds the minimum 15% requirement. More than half of the open space contains active recreational amenities. The proposed development standards are also consistent with the surrounding master planned communities' development standards and transition to a more suburban lifestyle.

Modifications to lot dimensions reflect the evolution of the homebuying market. Shadow Ridge is designed to provide product to multiple buyer segments including first-time buyers, all the way up to growing families looking to relocate into a larger home within a modern community, and empty nesters. The modified dimensions result in increased overall lot area for three of the four proposed lot sizes and increasing the lot coverage allows for more product diversity with single-story options and accessory rear-yard structures.

Proposed modifications to front yard setbacks for livable area and side entry garages allow for more forward living space, reduce garage dominance and provide for additional variation in the street scene. Decreased street side yard setbacks adjacent to 12-foot landscaped tracts (minimum 10-foot landscaped tracts with root barriers), acknowledge that the separation function is achieved by the minimum 10-foot tract and 5-foot setback resulting in 15-feet of separation, which exceeds the 10-foot street side setback requirement.

4.0 OPEN SPACE, THEMING, AND LANDSCAPING

4.1 Open Space, Trails, and Amenities

Diverse and meaningful open space totaling approximately 25% of the net site area is placed throughout the Community and useable open space is focused on a central location accessible to all residents. Useable open space includes both active and passive amenities offered for multiple age groups. The location, type, and programming of useable open space areas are designed to emphasize the Project's "outdoor experience" theme, integrate recreational opportunities and create cohesiveness for all neighborhoods. The 18% net useable open space (approximately 20-acres), exceeds the minimum required 15% open space (net area) as depicted on **Figure 11, Conceptual Open Space Plan**. This open space includes recreational amenity areas, parks, playground facilities, interactive gardens, gathering spaces, turf play fields, non-motorized trails and walks, and improvements to retention areas and the electrical easement corridor. Recreation areas and open spaces are within walking distance of all homes and have been designed to enhance Community safety and security through careful design and siting. Recreation area safety will be further enhanced with lighting. Pole lighting shall be used adjacent to all sport court facilities. Pedestrian scale lighting to be used along open space sidewalks and trails that are within or adjacent to open space amenities and gathering nodes with a minimum of 100-foot spacing. However, no trail lighting to be installed in any electrical easement.

Trails are designed to connect the sidewalk system to the active open space amenity areas internal to the Community, providing pedestrian circulation for all residents of Shadow Ridge. A Utility Access Road/Multi-Use Trail spans the length of the corridor. The Utility Access Road/Multi-Use Trail is a 20-foot wide dual-purpose trail and access to the power lines as needed for maintenance. The power line corridor is fully amenitized with a multi-use trail, sidewalk and trail connections, and disc golf course inclusive of signage and tee boxes. See **Figure 10, Conceptual Pedestrian Circulation Plan** for trail types and locations, and **Figure 14, Conceptual Electrical Corridor Amenity Exhibit** for the electrical easement corridor cross section and anticipated amenities. A trail connection to the adjacent school site will be addressed at the preliminary plat stage if a site plan for the school is available. The school site will be accessible via the sidewalk on 111th Avenue.

Highly amenitized, useable open spaces are centrally and visibly situated, encouraging social interaction and access to a broad range of activities. Themed gardens and gathering nodes

with seating areas supplement the more active amenities and are accessible from the pedestrian network. The central park and turf ribbon is the focal point of the Project amenities while connecting the residential parcels north and south of the electrical easement. Amenities offered in the Community provide recreational opportunities for all generations from tots to seniors through features such as active recreation, passive gathering, or walking/exercise activities. Multiple recreational activities are offered through outdoor game areas, playground facilities, disc golf course, various garden activities and informal turf play fields. Amenities are depicted in **Figures 12A, 13, and 14, Conceptual Landscape Master Plan; Conceptual Outdoor Game Areas; and Conceptual Electrical Corridor Amenity Exhibit**, respectively.

Within the central park, outdoor game area #1 is located north of the electrical easement and accessible from the multi-use trail system that meanders through the easement corridor and to the sidewalk network. Multi-generational recreation activities define this outdoor game area with two pickleball courts; a gaming area consisting of sport courts, bag toss and options for hopscotch, four square or other hardscape surface games; playground facilities; several ramadas; turf play fields and seating. Two gardens are planned adjacent to outdoor game area #1.

Within the central park south of the electrical easement is outdoor game area #2. It includes a half basketball court, playground facilities, a ramada and informal turf play fields. Two gardens are planned adjacent to outdoor game area #2. Three additional gardens are within the central park.

An informal turf play field that could be used for games such as soccer or football, kite flying, family celebrations, picnics, Frisbee and similar outdoor games, plus a gathering node with seating, is adjacent to Parcel D south of the electrical easement. It provides integration with the Project pedestrian network through connectivity to the sidewalk network and the secondary trail that connects to the multi-use trail system in the power line corridor.

The themed, interactive gardens offer various passive and active amenities – a cactus specimen garden, multi-sensory garden, biking hub garden, boulder garden, interactive water garden, citrus/edible garden and a butterfly garden are proposed. They provide activities of interest to all age groups. Each garden will be 2,000-square feet minimum and include trees, seating and the thematic element.

A trail around Parcel E provides a Community walking path and connects to the multi-use trail and the central park.

In addition to the recreational activities within the central park, there are three (3) planned gathering nodes that each have a seating area adjacent to the pedestrian system. These spaces encourage walking and strolling; casual places to gather and socialize.

4.2 Walls and Monumentation

Walls in the Community serve to reinforce the Project theming and offer a sense of security for Community residents. Walls that abut offsite streets are enhanced, solid theme walls for buffering vehicular noise and traffic. The walls abutting Avondale Boulevard shall be 8-feet high for additional privacy. Walls that abut interior Community spaces have been designed to maximize safety and create natural surveillance of open space and recreation areas. Walls that back to open space areas will utilize partial view fence to create an environment focused on natural visibility and observation of adjacent property. Refer to **Figure 15, Conceptual Wall Plan** for wall types and locations and **Figure 16, Conceptual Hardscape Details** for theme walls and entry feature details. Project walls and monumentation shall generally conform to the standards in the Single Family Residential Design Manual unless otherwise amended by this PAD.

4.3 Landscape

The landscape palette and plant material locations have been selected to exemplify the Project theme and focus. **Figure 12A, Conceptual Landscape Master Plan**, depicts parks, amenities and open space, and lists plant sizes and types permitted in the Community. Project landscaping shall generally conform to the standards in the Single Family Residential Design Manual unless otherwise amended by this PAD.

Per the City of Avondale Street Tree Master Plan, the Thornless Mesquite tree is to be used as the primary tree along Avondale Boulevard and the Red Push Pistache tree is to be used as the secondary tree.

4.4 Signage

Signage shall conform to the standards in Section 9, Signs of the City of Avondale Zoning Ordinance unless a comprehensive sign package is approved for the Project.

5.0 DESIGN GUIDELINES

5.1 Residential Design Guidelines

5.1.1 Residential

The majority of the Project will meet the requirements of the Single Family Residential Design Manual. The Project's significant site constraints require certain modifications and clarifications to the subdivision guidelines of the City of Avondale Single Family Residential Design Manual as set forth below. The proposed modifications and clarifications are tailored to meet the intent of the guidelines as applied to the Project.

Section 1 – Subdivision Design

Section 1.1 Lot Design and Street Layout

- 1.1.B “Maximize the number of lots that front onto common open spaces and maximize opportunities for view corridors.”

Shadow Ridge has a significant amount of open space. Lots will front onto the common open space where feasible with the primary goal being a north/south orientation of the lots to maximize the utilization of shade and energy efficiency. Where not feasible, such as along the electrical easement, a view wall may be utilized.

- 1.1.E “Group wider side yards together on some adjoining lots to provide a separation of 20 feet or more between houses.”

Wider yard separation, greater than the minimum side yard setbacks but less than 20-feet will be applied where feasible.

- 1.1.H “Avoid the placement of lots centered on “T” intersections and avoid driveways opposite a “T” intersection to limit headlight intrusion.”

Lots placed on a “T” intersection will be avoided where feasible; however, driveways may be placed opposite a “T” intersection to prevent headlight spillage into the livable part of the home.

- 1.1.L “Provide direct vehicular, bicycle, and pedestrian connections to adjacent residential and non-residential areas through trail development and buffered bike lanes.”

Direct vehicular, bicycle, and pedestrian connections to adjacent residential and non-residential areas will be provided through street and trail development. Buffered bike lanes are not necessary, because the roadways within Shadow Ridge are limited to local street classification.

- 1.1.N “Recess front facing garages a minimum of five feet from the front façade or provide side entry garages to break the uniformity and to vary the street scene.”

In order to create a varied street scene recess or projection of front facing garages a minimum of five-feet from the front façade, side entry garages, staggered front setbacks, livable space forward and/or architectural enhancements such as front porches and/or courtyards will be used to break the uniformity of the street scene.

Section 1.3 Project Theming/Walls & Entry Areas/Landscape

- 1.3.N “Provide a minimum 12’ wide landscape tract (inclusive of PUE) on the side of the lot adjacent to the street.”

Shadow Ridge will provide a 12-foot wide landscape tract where feasible, and a minimum 10-foot landscape tract with root barrier to accommodate tree planting beyond the PUE, on the side of the lot adjacent to the street.

Section 2 – Home Design

Section 2.1 Architectural Design/Materials and Colors

- 2.1.A “Articulate all facades, including variation in massing, roof forms, and wall planes, as well as surface articulation.”

Shadow Ridge will articulate facades visible to public view, which include variation in massing, roof forms, and wall planes, as well as surface articulation.

- 2.1.B “Incorporate architectural elements and details that add visual interest, scale, and character to all sides of the home to include, four-sided pop outs.”

Incorporate architectural elements and details that add visual interest, scale, and character to visible sides of the home from adjacent properties and can include, for example, four-sided pop outs.

- 2.1.D “Incorporate pavers or other similar treatments to driveways.”

Driveway material or treatment, such as plain, salt finish, scored concrete, brick paver, or stamped concreted will be commensurate with the architectural detail of the home.

- 2.1.H “Utilize high-quality, durable, natural materials. Synthetic materials are acceptable if they are sustainable products.”

High-quality, durable, natural materials are encouraged. Synthetic materials are acceptable if they are sustainable or eco-friendly products such as cultured stone or faux shutters.

Section 2.3 Architectural Elements and Details

- 2.3.E. “Incorporate decorative garage doors to assist with the overall design of the front façade. Utilizing “carriage-style” and other non-conventional sectional garage door styles is recommended to provide additional diversity and to better tie in with architectural themes.”

Decorative garage doors are encouraged to assist with the overall design of the front façade. Utilizing “carriage-style” and other non-conventional sectional garage door styles, commensurate with the architectural detail of the home, is recommended to provide additional diversity and to better tie in with architectural themes.

- 2.3.F “Incorporate driveway pavers into more or more homes in each model home complex and provide as an option with each elevation.”

Driveway material or treatment, such as plain, salt finish, scored concrete, brick paver, or stamped concreted will be commensurate with the architectural detail of the home.

Section 2.5 Required Home Diversity

“Single-Family subdivisions shall include a diversity of architectural types as set forth in Table 1.1”

The diversity of architectural types for Shadow Ridge has been modified as follows:

- The minimum of 3 floor plans and 4 elevations per plan (0-99 units per plat) remains unchanged.
- The minimum of 4 floor plans and 4 elevations per plan (100+ units per plat) remains unchanged.
- The minimum of 3 different roof styles per plat (0-99 units per plat) remains unchanged.
- The minimum of 4 different roof styles per plat (100+ units per plat) remains unchanged.
- The minimum of 8 different color schemes per plan (0-99 units per plat) remains unchanged.
- The minimum of **10 different color schemes** per plan (100+ units per plat) has been revised to **8 different color schemes**.
- The minimum of 3 different roof colors (0-99 units per plat) remains unchanged.
- The minimum of 4 different roof colors (100+ units per plat) remains unchanged.

6.0 INFRASTRUCTURE

6.1 Roadway Improvements

Half-street improvements for Avondale Boulevard and 111th Avenue will be completed with Phase 1 development. Improvements to 111th Avenue are to be coordinated with the Entrada development. The 111th Avenue/Miami Avenue connection is required in Phase 1 regardless if Entrada develops or not. Miami Avenue is and will remain a County-maintained roadway. Miami Avenue improvements will be completed with Phase 2.

6.2 Utilities

Table 3, Utility Providers, shown below indicates the utility providers for Shadow Ridge.

TABLE 3
UTILITY PROVIDERS

Utility	Provider
Water	City of Avondale
Wastewater	City of Avondale
Electric	Salt River Project
Natural Gas	Southwest Gas
Phone	Century Link
Cable	Cox Communications

6.3 Water

The City of Avondale will be the water service provider for the Project. The Project will be served by a network of looped 8-inch onsite water mains as well as an existing offsite 16-inch water main along Avondale Boulevard and a future 12-inch main along 111th Avenue. It is anticipated that the Project will be developed in two separate phases. Development improvements for Parcels D and E will occur in Phase 1 and development improvements for Parcels A, B, and C will occur in Phase 2. Phase 1 will make a connection to the existing 16-inch main in Avondale Boulevard. Parcel E will be served by onsite 8-inch mains that will connect through Parcel C to a future 12-inch main in 111th Avenue. This allows Parcel E and all of Phase 1 to independently have multiple points of connection without the Phase 2 developments. The 12-inch water main is proposed to be installed by the Entrada development in 111th Avenue to the east of the Project. However, if the 12-inch main is not installed by the adjacent development prior to the Shadow Ridge improvements, then this 12-inch main will be installed by the Shadow Ridge development. Additionally, an 8-inch water main is proposed along the northern boundary of the Project in Miami Avenue. This water main will extend from Avondale Boulevard east to the northwest corner of the adjacent future school site. It is anticipated that this proposed water main will be parallel to the existing 6-inch main in Miami Avenue to serve the future school site. See **Figure 17, Master Water Plan**.

As Shadow Ridge is developed, the water system will be constructed so that each phase meets all applicable City of Avondale water system requirements for pressure and fire flow, as well as providing for two points of connection to the City's existing water system. Phase 1 improvements will include connecting through Parcel C to the future 12-inch water main in 111th Avenue to the east of the Project. The water infrastructure within each phase will be installed as said phase is developed. All water system infrastructure will be sized for build-out conditions. Water infrastructure needed to serve each phase of development will be determined during the preliminary plat process.

6.4 Wastewater

The City of Avondale will be the wastewater service provider for the Project. Currently, no wastewater infrastructure exists within the Project site. According to the City of Avondale *115th Avenue Sewer Line* plans (AZTEC), there is an existing 30-inch sewer main along Avondale Boulevard (115th Avenue) that transitions to a 36-inch main at the intersection of Broadway Road and Avondale Boulevard. This sewer main runs south along Avondale Boulevard to just north of Roeser Road, where it turns west along overhead power line infrastructure. The sewer main continues west to the City of Avondale Wastewater Treatment Plant (WWTP) located on the west side of Dysart Road. Wastewater flows from the Project will be routed to this plant, which will have a build-out capacity of 15 MGD. See **Figure 18, Master Wastewater Plan**.

The conceptual wastewater infrastructure proposed for Shadow Ridge is comprised of onsite 8-inch gravity sewer mains that generally flow west to one of two separate tie-in points on the existing 30-inch sewer main along Avondale Boulevard. Due to the electrical easement, which separates the Project into Phase 1 and Phase 2, the Project will convey wastewater to two separate outfalls within Avondale Boulevard. Wastewater from Phase 1 (Parcels D and E) will be conveyed to Outfall #1 and wastewater from Phase 2 (Parcels A, B, C and future offsite school site) will be conveyed to Outfall #2. An 8-inch sewer stub is provided for the future school site in Parcel C. The outfalls along the existing 30-inch sewer main in Avondale Boulevard will serve as the collection points for the proposed sewer network.

The system layout is optimized to minimize sewer depths and facilitate proper phasing. Based on existing grade and cover constraints on the Project site, some portions of the longest stretch of sewer mains are proposed at a slope of 0.0040 ft/ft as a steeper slope of 0.0050 ft/ft would result in insufficient cover at the upstream end of the onsite sewer system. The shallower slopes were used only where required, and a steeper slope of 0.0050 ft/ft was used everywhere that the existing grade allows a minimum cover of five feet to be maintained.

The proposed layout of the Project, coupled with the phasing, enables the development of each parcel with dependence on the downstream parcels. For any given phase, the downstream sewer mains required to serve that phase will be constructed at the same time as the sewer mains within that phase. All sewer mains will be sized for build out conditions. Sewer infrastructure needed to serve each phase of development will be determined during the preliminary plat process.

6.5 Drainage

The Project site as well as the surrounding area generally slopes south toward the Buckeye Feeder Canal. The site is currently comprised of agricultural fields, which are divided by irrigation canals and ditches which convey flows toward the Canal. Runoff draining through this area consists of shallow sheet flows over relatively flat terrain, intercepted by the existing irrigation system. The half-street frontage of Avondale Boulevard is not improved with any curbs, and any flows which are not contained within the roadway are conveyed south along

the western edge of the site within an existing concrete lined tailwater ditch. Similarly, the adjacent half-street frontage of Miami Avenue drains east, and flows not contained within the roadway are intercepted by a concrete lined irrigation ditch and conveyed east along the northern edge of the Project.

Existing offsite flows drain south and west towards the intersection of Miami Avenue and Avondale Boulevard and continue to drain south along the western edge of the Project within the existing roadway, or contained within an existing concrete lined tailwater ditch on the east side of Avondale Boulevard. The majority of offsite flows impacting the site from the north drain south and east toward the intersection of Miami Avenue and 111th Avenue, ultimately discharging to an existing tailwater ditch at the southeastern corner of the intersection of Miami Avenue and 111th Avenue. These offsite flows are conveyed south within this tailwater ditch, ultimately discharging to the Canal near the southeastern corner of the site. As stated in the *Master Drainage Report for Entrada*, regional runoff generated east of the Project drains through the Entrada property from the existing Durango Regional Conveyance Channel (DRCC) outfall. A portion of these flows enter the Entrada site north of the Canal and drain west, however are shown to overtop the Canal before reaching the site, and do not impact the Project.

Flows within Miami Avenue frontage will primarily drain to the northeast corner of the site as they do currently. The roadside ditch will be improved to convey these flows within an engineered channel. These flows, along with runoff flows, will be collected in a temporary channel and continue to drain east toward the existing outfall to the earthen tailwater ditch at the southeastern corner of the Miami Avenue and 111th Avenue alignment. It should be noted that this channel may be equipped with an outlet control structure such as an overflow weir, in order to provide retention for the half-street frontage of Miami Avenue, and allow offsite flows to continue to drain east. A temporary drainage basin will be constructed near the southern boundary of the future school site. At this time, it is anticipated that Shadow Ridge will be developed prior to the school, and the proposed temporary basin will retain the 100-year, 2-hour retention volume required for offsite drainage areas.

Onsite retention volume requirements for new developments in Avondale is predicated on the 100-year, 2-hour rainfall depth. The freeboard within retention basins is used to store volume in excess of the 100-year, 2-hour rainfall event, such as a 100-year, 6-hour rainfall. The Project will be designed to provide 100-year, 2-hour retention with an additional 1-foot of freeboard.

Phase 1 contains Parcels D and E. Phase 2 includes Parcels A, B, C and improvements within the electrical corridor. Some additional temporary drainage facilities may be required if Phases 1 and 2 are not mass graded simultaneously. The development is predicated on the assumption that neither the future school site nor the Entrada property are developed prior to Shadow Ridge. In the event that these properties are developed before the Project, the temporary drainage facilities proposed in this report may no longer be required. Additional

detail shall be provided in subsequent drainage reports. See **Figure 19, Master Drainage Plan**.

6.6 Phasing

Development of the Project is anticipated to be completed in two phases as depicted in **Figure 20, Conceptual Phasing Plan**. Phase 1 (estimated start date of 2022) is planned south of the electrical easement and Phase 2 (estimated start date of 2024) is planned to include the electrical easement and north to Miami Avenue. Avondale Boulevard and 111th Avenue will be improved as part of the first phase of development. Improvements to 111th Avenue are to be coordinated with the Entrada development. A 111th Avenue/Miami Avenue connection is required in Phase 1 regardless if Entrada develops or not. Miami Avenue will be improved as part of the second phase of development. The water and wastewater infrastructure needed to serve each phase of development will be determined during the preliminary plat process.

7.0 MAINTENANCE OF COMMON AREAS AND FACILITIES

The Homeowners Association (HOA) will be responsible for maintaining all common areas and facilities within the Community such as the parks, amenity areas, landscaped areas, power line easement corridor, and landscaping along all internal and perimeter streets.

8.0 CONFORMANCE WITH CITY PLANS

8.1 General Plan Conformance

A Major GPA is being processed to amend the Site's land use designation from ELDR to MDR, Case PL-21-0021. The MDR land use (2.5 to 4 du/ac, Target Density of 2.5 du/ac) will permit Shadow Ridge to develop at the target density of 2.5 du/ac and up to 4.0 du/ac through the incorporation of exceptional characteristics as indicated by the 2030 General Plan. Per the General Plan, those characteristics may include such items as *"existing and planned adjacent developments; infrastructure to include streets and parks; neighborhood interaction and sustainability – its walkability, design, amenities, active and passive dedicated open space; and, the overall character of the areas proposed that includes energy efficient design and promotes a healthy and livable community."* The appropriate density will be determined by a multitude of factors and characteristics that should be considered and integrated to increase densities above the target. Upon approval of the Major GPA, the Project will meet the following goals of GP 2030:

Land Use Element

Goal 3: *Promote a strong balance of high quality residential, employment, recreation, and educational land uses.*

Policies:

D. Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity.

The Project abuts a future School and the incorporation of that use into the Project makes this a prime location for a balanced, residential community. The PAD for Shadow Ridge is structured to ensure adequate transitions through placement of the largest lots and an open space tract adjacent to Miami Avenue. These measures will provide a buffer and reduce Project impacts on the large lot single family neighborhood north of Miami Avenue with a natural transition of land use intensity along the Avondale Boulevard arterial and SRP irrigation channel.

Goal 4: Ensure all land use decisions meet the long-term social and economic goals of the community.

Policies:

A. Encourage annexations that benefit the quality of life for Avondale residents and are in the best interest of the City.

The Project is situated within unincorporated Maricopa County and the Avondale Planning Area, adjacent to one of the City's Growth Areas and the Avondale Boulevard Employment and Commercial Corridor. Water and sewer infrastructure is available along the Project's boundaries in Avondale Boulevard and Miami Avenue. Existing overhead power lines along Avondale Boulevard will be converted to underground. The proposed multi-use trail within the SRP power line corridor will provide connections for regional facilities planned in adjacent properties, enhancing the City's recreational opportunities and augmenting previous recreational facility investments.

The Project is currently zoned R1-6 RUPD in Maricopa County and could be developed at the approved RUPD density of 3.9 du/acre, which is higher than the proposed 3.6 du/acre. Lot sizes are similar in the existing RUPD and proposed PAD. Annexation allows the City to have control over the subdivision process and product design to promote compatibility with surrounding single family neighborhoods.

Annexation of the Project will increase the City's allotment of revenue sharing funds as they are allocated based on population. This will increase the overall financial resources available to meet City needs and goals.

The Project anticipates annexation into the City of Avondale, which will provide a revenue source for water, sewer, police, and fire services. The Project will advance the annexation of property into Avondale to bring all land within the Planning Area into the city limits.

B. Require all new development to participate in the required infrastructure enhancements including, but not limited to, street widening and connecting to city water and sewer systems.

The Project will construct required infrastructure improvements to adjacent streets and utility extensions, enhancing the infrastructure for the Avondale community.

Goal 6: Promote regional land use planning and coordination with neighboring communities to develop and maintain sustainable land use patterns.

Policies:

D. Coordinate connectivity opportunities with neighboring communities when creating pedestrian and non-motorized trail systems.

The Project will provide opportunities for regional connectivity, such as a pedestrian system located within the power line corridor, allowing for an interconnected open space network. The type and location of connectivity will be determined through the design process. A multi-use trail within the electrical easement allows for regional connectivity and connectivity to Entrada.

Economic Element

Goal 8: Invest in neighborhood infrastructure, public spaces, and amenities

Policies:

B. Assess and implement methods requiring new residential developments to incorporate specific amenities and designate a specific amount of space for common use by neighborhoods.

The Shadow Ridge community will meet all City requirements for open space, including passive and active recreational amenities. Opportunities for recreation, including the power line corridor, will be utilized to the extent possible and will add value to the Avondale community and residents through the incorporation of a pedestrian network.

Growth Area Element

Goal 2: Encourage economic diversity within growth areas

Policies:

C. Encourage the development of growth areas identified in this 2012 Plan through zoning and other practical and affordable mechanisms.

The Project is adjacent to the Avondale Boulevard Growth Area and its proposed Medium Density residential land use designation maximizes available infrastructure for more

intensive development supported by the future SR30 transportation access and increasing workforce demand.

Housing Element

Goal 4: Require excellence and innovation in residential design and construction

Policies:

A. Encourage builders to construct homes that use the latest energy conservation materials, methods, and techniques.

B. Support creatively designed subdivision layouts, particularly layouts in which open space and recreation areas containing amenities are thoughtfully integrated throughout.

A unified, cohesive community will be created by incorporating the power line corridor and associated easements into a central park that provides a connection between the northern and southern portions of the Project. Pedestrian connections to this central recreation area will be maintained throughout the Community via open spaces and a pedestrian system.

E. Endorse the use of Crime Prevention Through Environmental Design (CPTED) principles when designing residential communities.

Crime prevention and neighborhood safety will be incorporated throughout the Project by focusing natural visibility and awareness of open space and recreation areas through careful design and siting of the homes.

Energy Element

Goal 1: Integrate energy efficiency measures and renewable energy sources into all aspects of Avondale planning.

Policies:

C. Encourage “walkable” communities, vertical development where appropriate, transit, and efficient land use patterns to minimize fuel consumption and energy usage.

The Project is adjacent to a growth area and the Avondale Boulevard Employment and Commercial Corridor as identified in GP2030 and allows for residential uses near commercial and employment uses. A pedestrian system will be designed utilizing the power line corridor to integrate non-motorized connectivity throughout the Community in accordance with SRP guidelines.

Goal 5: Integrate electric power line corridors, electric substations, and other energy infrastructure into future development.

Policies:

B. Require that electric power line corridors and regional drainage channels be developed as active and passive open space amenities for the community allowing for non-motorized connections between neighborhoods.

The power line corridor provides opportunities for regional non-motorized connectivity, such as a trail system that spans multiple projects and enhances the breadth of the trail system for residents of several communities. Specifics of the design and location will be determined through the entitlement and design stage.

Open Space Element

Goal 2: Create linkages to parks, trails, rivers, and mountains.

Policies:

D. Utilize all High Voltage corridors (greater than 69Kv) for passive recreational use to connect to a greenway corridor system.

The power line corridor will incorporate landscaping and recreational opportunities, in accordance with SRP guidelines. In conjunction with other land, the Project can be connected to the Agua Fria River Trail Corridor.

Bicycling Element

Goal 3: Increase recreational opportunities for bicyclists throughout Avondale.

Policies:

A. Take advantage of electrical power line corridors, canals, regional drainage channels, and rivers to develop and enhance a regionally connected multi-modal recreation trail system.

The power line corridor provides opportunities for regional connectivity, such as a multi-modal trail system. The exact design and location will be determined through the design process in accordance with SRP guidelines.

Recreational Amenities Element

Goal 1: Ensure every person has convenient access to safe public parks and affordable recreation opportunities.

Policies:

Continue to ensure that private development provides local, accessible neighborhood parks and tot lots under the management of a Home Owners Association.

The Project will provide neighborhood recreation facilities integrated into the Community within walking distance of all homes. All recreation facilities will be lighted and maintained by the Community's Homeowners Association. Specifics of the recreation facilities design and location will be determined through the entitlement and design stages.

8.2 Avondale Strategic Five-Year Plan

The Avondale Strategic Five Year Plan (Plan) provides a comprehensive vision to create a community that is both family friendly and economically robust. With a young and vibrant population, providing housing options to meet the needs of this demographic is paramount to achieving the goals of the Plan. The Plan's Creative and Sustainable Community Development Outcome Area includes a strategy to "[d]evelop diverse housing options, to include housing that is affordable to workers and close to their jobs." The requested PAD will help implement this strategy by allowing for a suburban residential community in a growing area of Avondale that is responsive to market trends, workforce development and the needs of the community. Shadow Ridge will provide housing options for the labor pool needed to support the many businesses and corporations that look to locate within the City. Ultimately supporting the economic development corridor planned for Avondale Blvd, accessing the enhanced transportation network available from SR-30, and capitalizing on the City's desire to grow a sustainable city, Shadow Ridge will be a highly desirable development that will provide varied housing options coupled with integrated open space that will create and promote a sense of community.

FIGURES

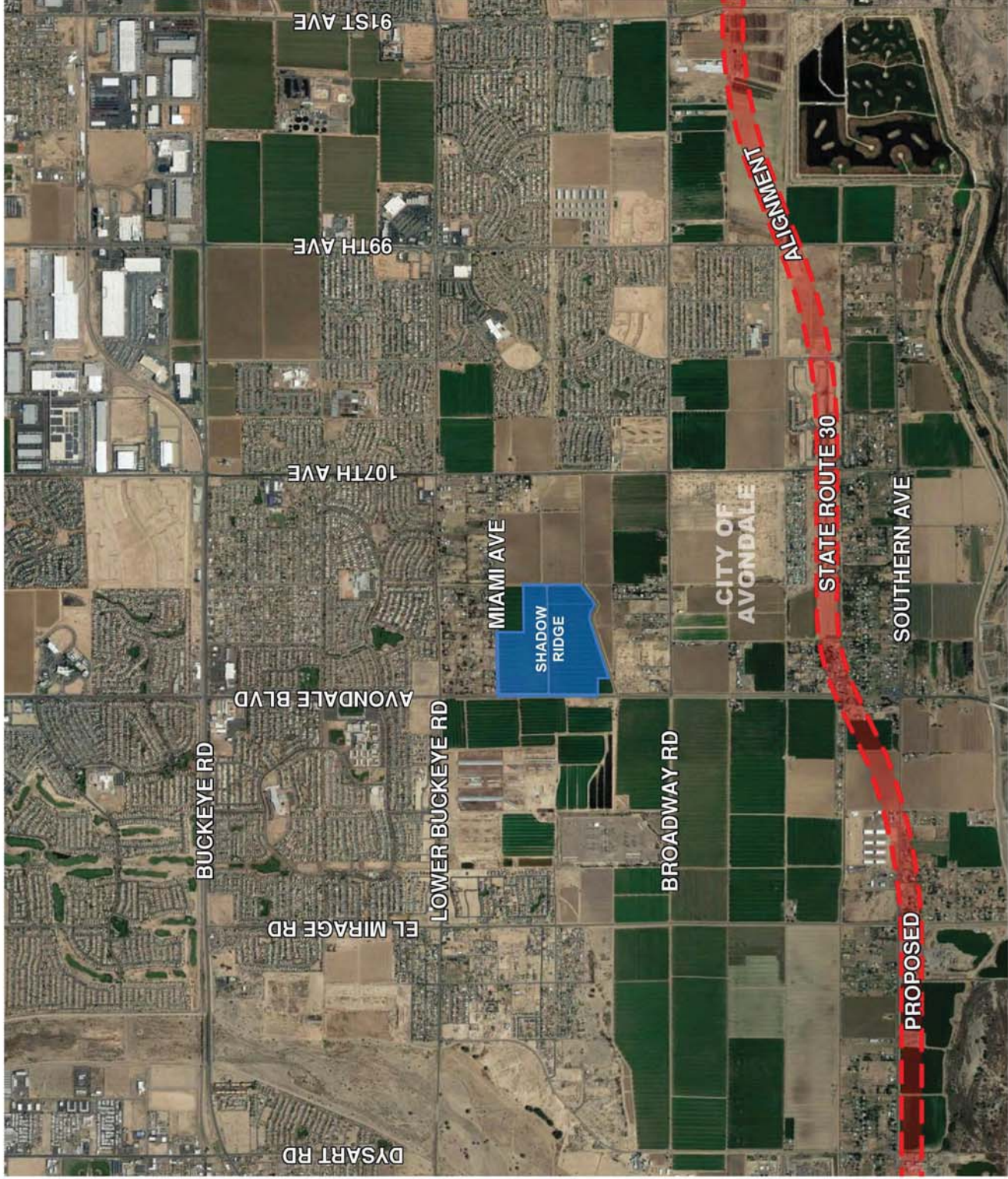
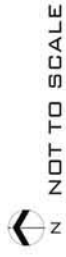
SHADOW RIDGE

AVONDALE, ARIZONA

PLANNED AREA DEVELOPMENT

FIGURE 1

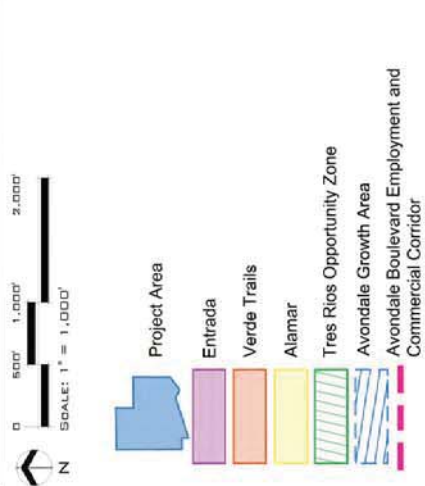
REGIONAL VICINITY MAP



SHADOW RIDGE

AVONDALE, ARIZONA

FIGURE 2
SURROUNDING RESIDENTIAL
PROPERTY INFORMATION



SURROUNDING RESIDENTIAL DEVELOPMENT SITE DATA					
Subdivision	Acreage	Lot Count	Lot Size	Gross Density (du/ac)	Year Rezoned
Entrada ⁽¹⁾	177.8	625	45' x 110' 50' x 115' 55' x 120'	3.5	2019
Verde Trails ⁽²⁾	310	738	40' x 55' 50' x 100' 45' x 115' 50' x 120' 58' x 120' 68' x 120' 65' x 115' 70' x 120'	3.25	2018
Alamar ⁽³⁾	1,124	2,203 - 4,212	1,500 - 9,000+ sf	2.0 - 3.7	2018

(1) Lot Count and Gross Density shown are 'target' numbers.
(2) Gross Density shown is 'maximum' allowable, per PAD.
(3) Lot Count and Gross Density range represents 'target' and 'maximum' numbers.

SHADOW RIDGE

AVONDALE, ARIZONA

PLANNED AREA DEVELOPMENT

FIGURE 3

EXISTING GENERAL PLAN MAP



LEGEND

- Planning Area Boundary
- Maricopa County
- Avondale Growth Area
- Avondale Boulevard Employment and Commercial Corridor

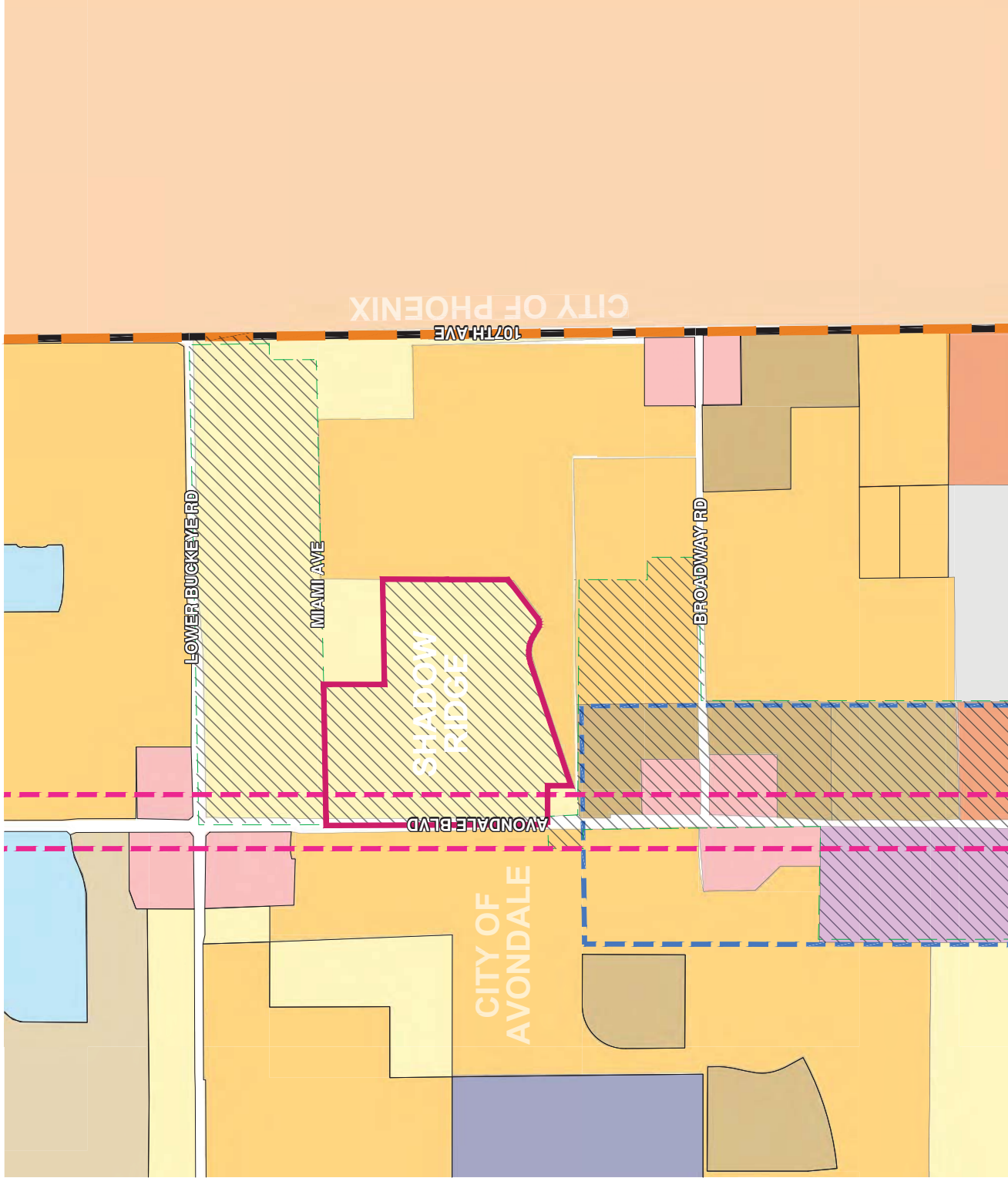
CITY OF AVONDALE GENERAL PLAN LAND USE LEGEND

LAND USE

- Estate/Low Density Residential
- Medium Density Residential
- Medium/High Density Residential
- High Density Residential
- Local Commercial
- Freeway Commercial
- Office/Professional
- Public/Civic
- Mixed Use
- Education

CITY OF PHOENIX GENERAL PLAN LAND USE LEGEND

- Residential 2-3.5 du/ac



SHADOW RIDGE

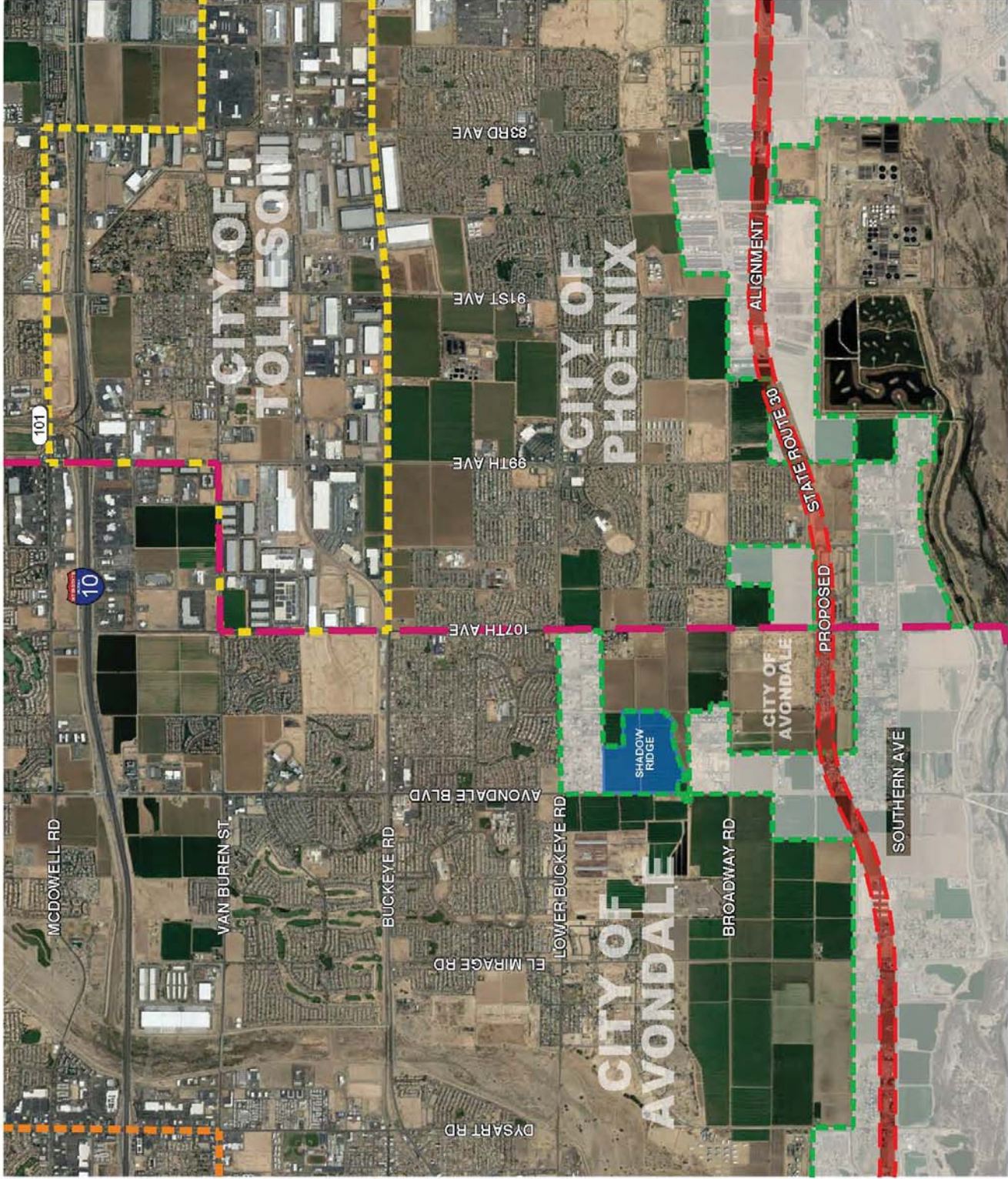
AVONDALE, ARIZONA

FIGURE 4

CONTEXT MAP



- City of Avondale Planning Area Boundary
- - - Unincorporated Maricopa County
- - - City of Goodyear Planning Area Boundary
- - - City of Tolleson Planning Area Boundary



SHADOW RIDGE

AVONDALE, ARIZONA

PLANNED AREA DEVELOPMENT FIGURE 5

EXISTING ZONING

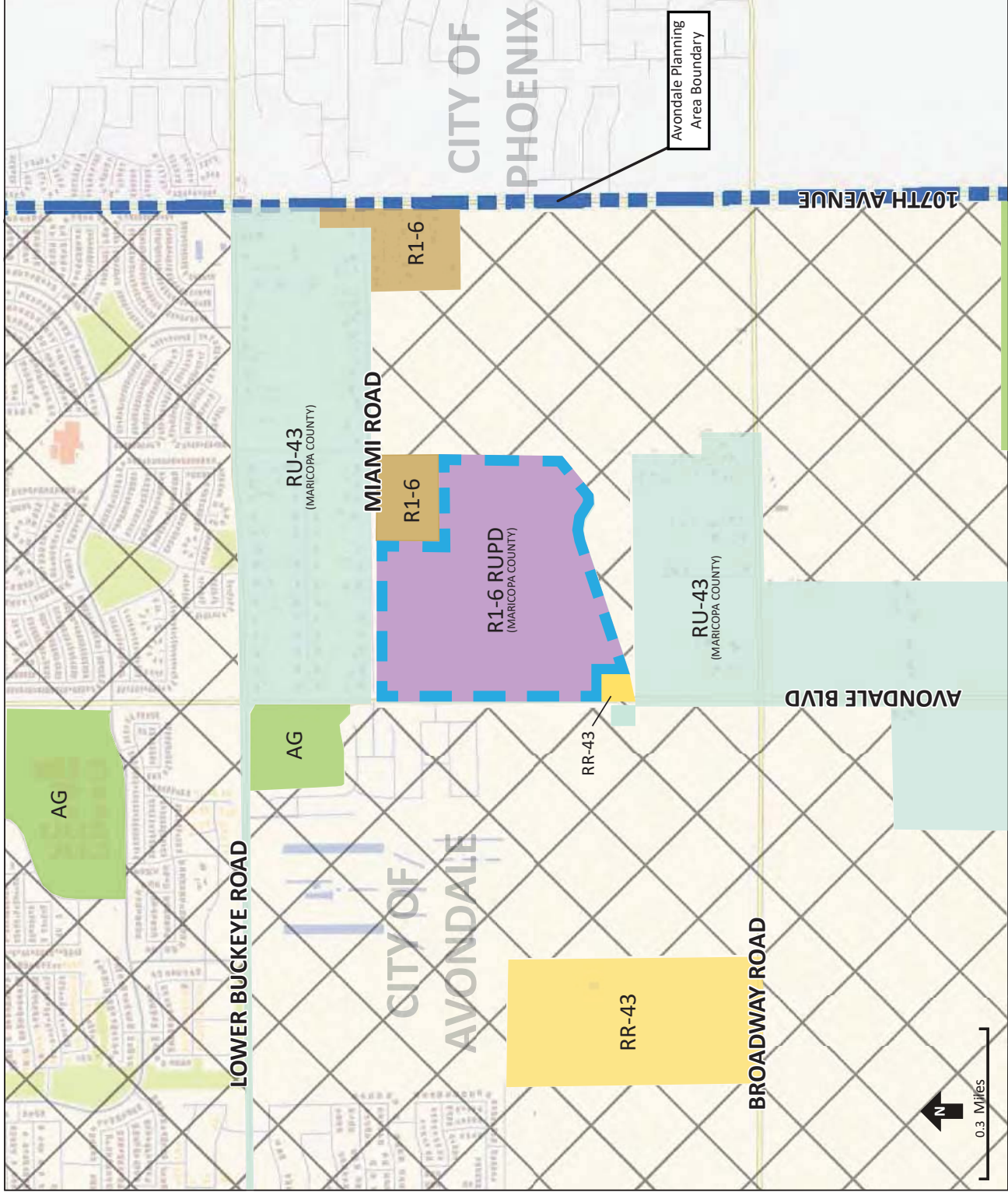
PROJECT AREA

CITY OF AVONDALE ZONING LEGEND

- R1-6 Urban Residential
- RR-43 Rural Residential
- AG Agriculture
- PAD Planned Area Development

MARICOPA COUNTY ZONING LEGEND

- RU-43 Rural
- R1-6 RUPD



SHADOW RIDGE

AVONDALE, ARIZONA

PLANNED AREA DEVELOPMENT FIGURE 6

PROPOSED ZONING

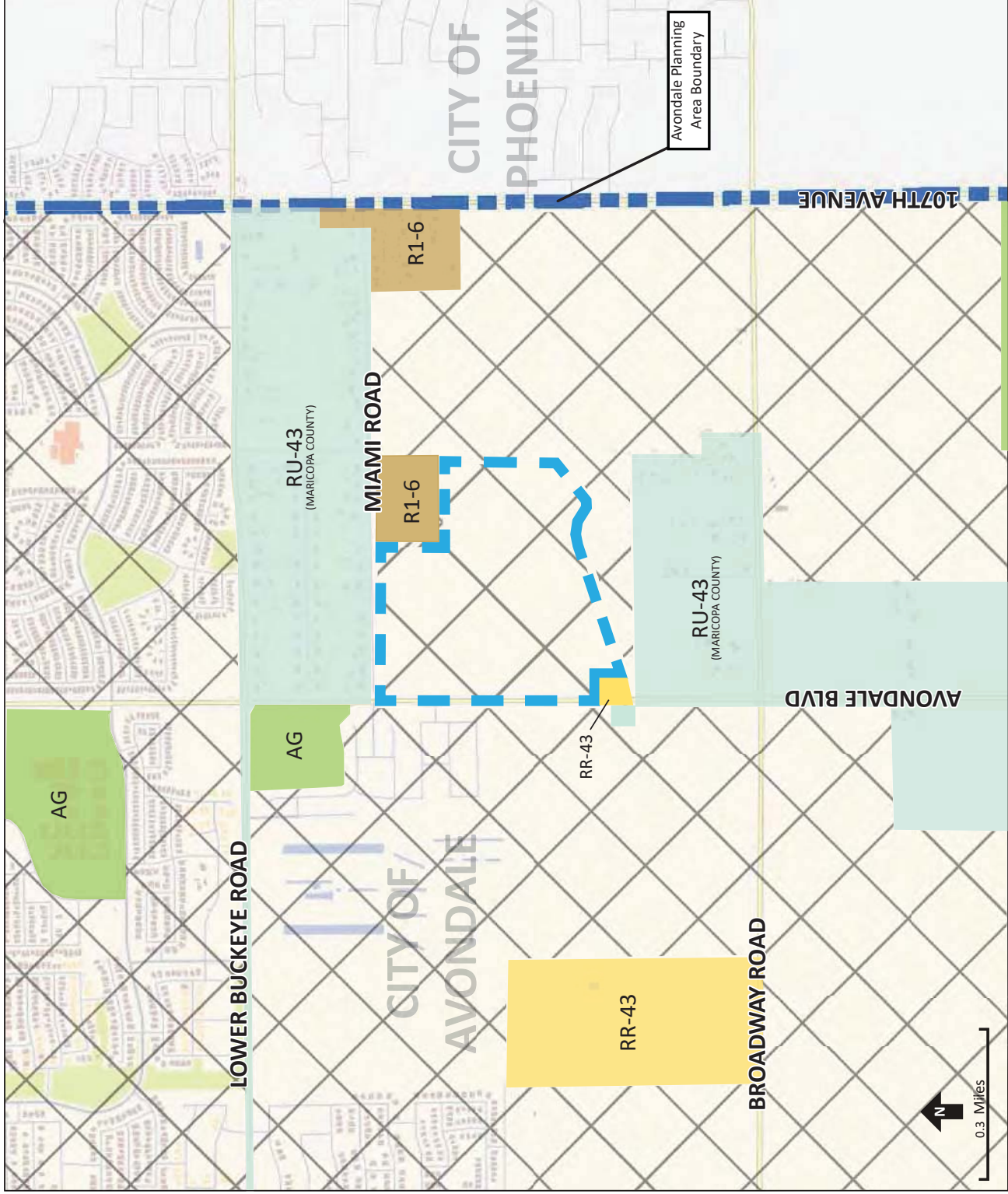
PROJECT AREA

CITY OF AVONDALE ZONING LEGEND

- R1-6 Urban Residential
- RR-43 Rural Residential
- AG Agriculture
- PAD Planned Area Development

MARICOPA COUNTY ZONING LEGEND

RU-43 Rural



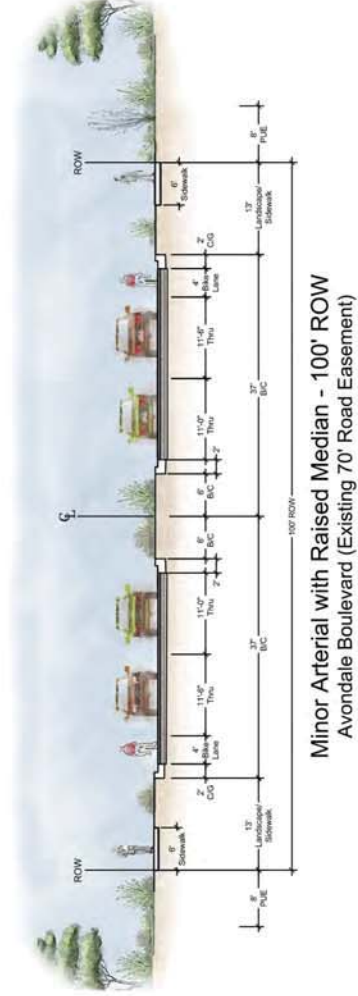
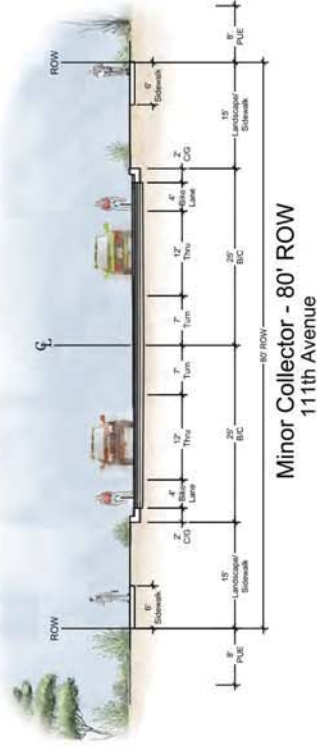
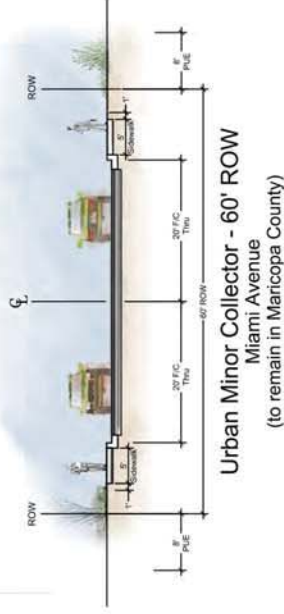
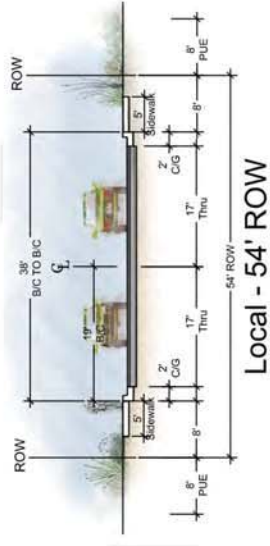
SHADOW RIDGE

AVONDALE, ARIZONA

PLANNED AREA DEVELOPMENT

FIGURE 9

STREET CROSS SECTIONS



SHADOW RIDGE
AVONDALE, ARIZONA

AVONDALE, ARIZONA

PLANNED AREA DEVELOPMENT

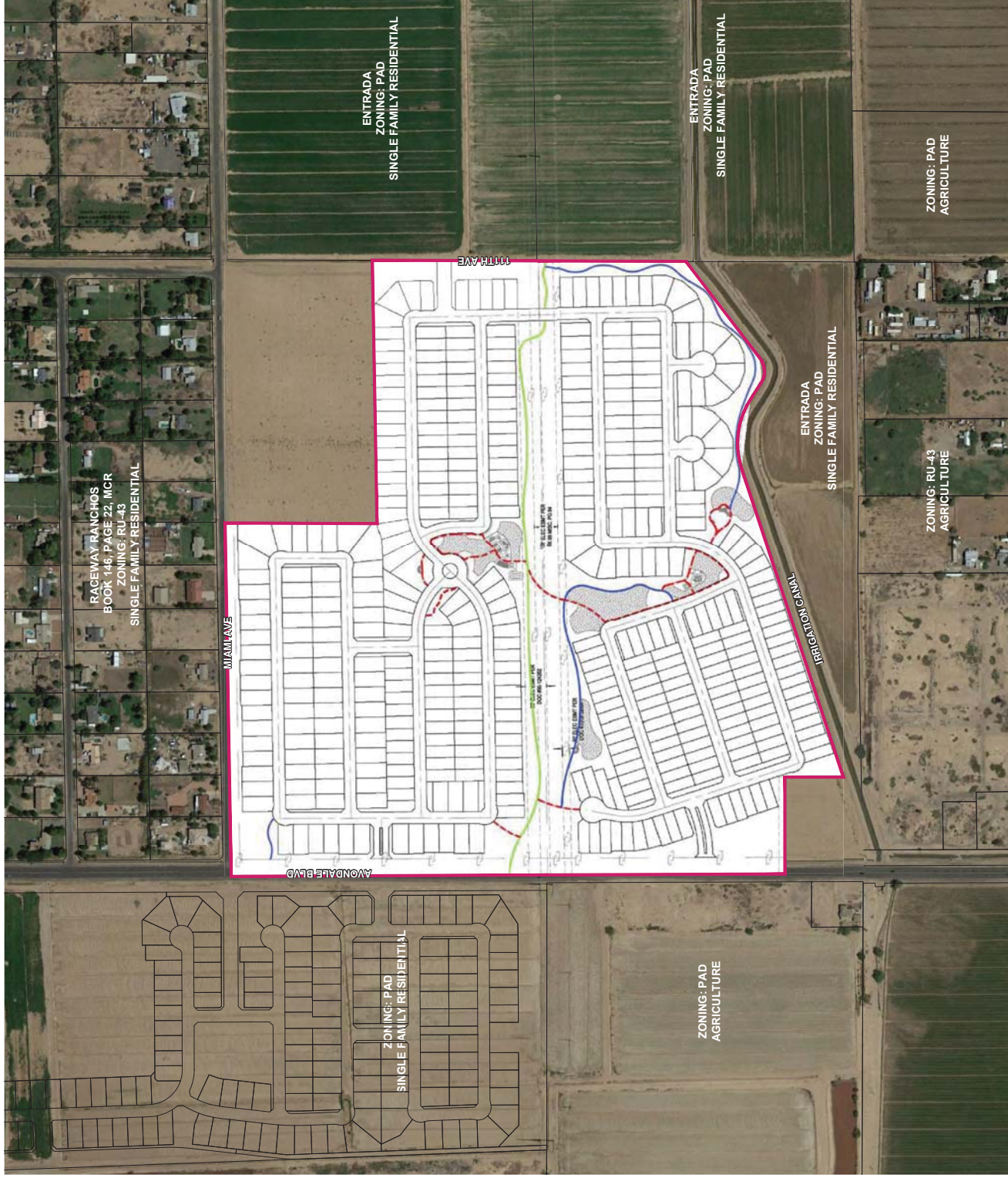
FIGURE 10

CONCEPTUAL PEDESTRIAN CIRCULATION PLAN



CIRCULATION LEGEND

	TYPICAL CONCRETE SIDEWALK CONNECTIONS
	UTILITY ACCESS ROAD/MULTI-USE TRAIL
	SECONDARY TRAIL



SHADOW RIDGE

AVONDALE, ARIZONA

PLANNED AREA DEVELOPMENT

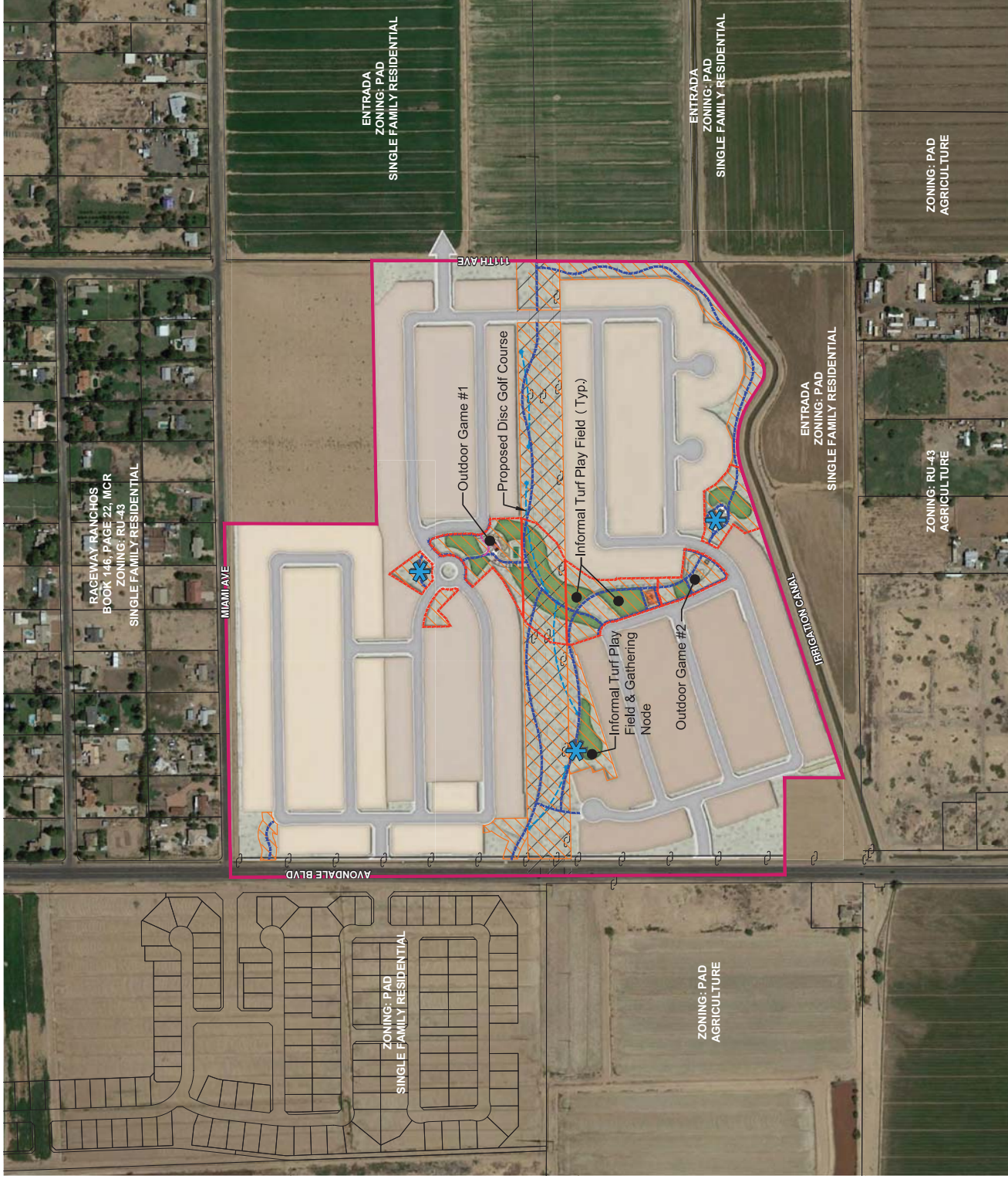
FIGURE 11

CONCEPTUAL OPEN SPACE PLAN



- LEGEND**
- PAD Boundary
 - Proposed Trail/Walk
(see Conceptual Pedestrian Circulation Plan)
 - Proposed Useable Open Space Areas
(18% of Net Site Area)
 - Existing Electric Easement
 - Central Park
 - Proposed Disc Golf Course
 - ✱ Gathering Node - Shaded Pedestrian Seating

- CENTRAL PARK** - Min. 7.9 ac
- Amenities:
- Outdoor Game #1
 - Outdoor Game #2
 - Gathering Node
 - Informal Turf Play Fields & Gathering Node
- DISC GOLF COURSE** - Min. 9.2 ac
- INFORMAL TURF PLAY FIELD & GATHERING NODE** - Min. 3.1 ac



[illegible]

Large - Midium Canopy Trees (24" Box Min.)	Medium - Small Canopy Trees (24" Box Min.)
LARGE - MEDIUM CANOPY TREES (24" BOX MIN.)	MEDIUM - SMALL CANOPY TREES (24" BOX MIN.)
DATE PALM (THORNLESS PALM VERDE) FAN-TEXASH SWAN HILL FRUITLESS OLIVE PALO BREA MEXICAN MESQUITE SP. LIVE OAK CHINESE EVERGREEN ELM	NAULGA TREE TEXAS EBONY DESERT WILLOW RED BUD RED PISH PISTACHE THORNLESS CASAHOTE
PHOENIX DACTYLIFERA PARSONSIA HYBRID FRANKLINIA VELUTINA sp. OLEA EUROPEA 'SWAN HILL' PARSONSIA PALAUOL QUERCUS VIRGINIANA ULMUS PARVIFOLIA	ACACIA ANETHA PITHECELOBIA FLEXICAILLE CHILOPSIS INARIS PITHECELOBIA PSTACIA SPICES CAESALPINIA LACALACO

DUE TO PLANT MATERIAL AVAILABILITY, SUBSTITUTIONS FOR PLANT MATERIAL LISTED ABOVE MAY BE USED ANY TIME AFTER THE DATE OF THE PERMIT. NO WATER USE PLAN LIST.

SUB-SECTIONS OR VARIETIES OF PLANT MATERIAL LISTED ABOVE MAY BE USED AS ALTERNATE SUBSTITUTIONS.

ADDITIONAL PLANT MATERIAL MAY BE ADDED TO THE LIST ABOVE DUE TO UTILITY COMPANY OR H.O.A. REQUESTS AND/OR PLANTING RESTRICTIONS WITHIN UTILITY EASEMENTS.

NO TREES TO BE LOCATED WITHIN THE P.U.E., ELECTRICAL EASEMENTS OR ANY OTHER NOTED ESMAT.

FOR THE CITY OF ANCHORAGE STREET TREE MASTER PLAN, THE THORNLESS MESQUITE (*Elaeagnus angustifolia*) IS PROHIBITED, ALONG ANCHOVILLA BAYON AND THE RED PASH PALM (*Borassus flabellifera*) AS SECONDARY TREE SPECIES.

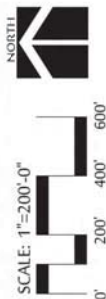


FIGURE 12B



FIGURE 13



OUTDOOR GAME AREA #2

NOTES:

1. POLE LIGHTING TO BE USED ADJACENT TO ALL SPORT COURT AVENUES.
2. PEDESTRIAN SCALE LIGHTING TO BE USED ALONG OPEN SPACE SIDEWALKS AND TRAILS. THE LIGHTING SHALL BE INSTALLED AT A MINIMUM OF 100' SPACING. HOWEVER, NO TRAIL LIGHTING TO BE INSTALLED IN ANY ELECTRICAL USEMENTS OR ADJACENT TO ANY IRRIGATION OR CONVEYANCE CHANNELS.



SHADOW RIDGE CONCEPTUAL OUTDOOR GAME AREAS

SEC OF MIAMI AVE. & AVONDALE BLVD.
OCTOBER 7TH, 2021

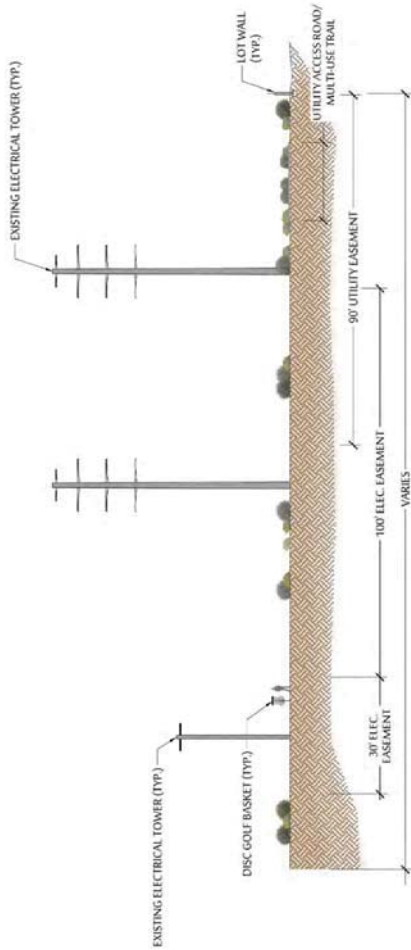
SHEET 2



OUTDOOR GAME AREA #1



SHADOW RIDGE
AVONDALE, ARIZONA
PLANNED AREA DEVELOPMENT
FIGURE 14
CONCEPTUAL ELECTRICAL
AMENITY EXHIBIT



ELECTRICAL CROSS SECTION



UTILITY ACCESS ROAD/MULTI-USE TRAIL



DISC GOLF COURSE



DISC GOLF BASKET

SHADOW RIDGE
CONCEPTUAL ELECTRICAL AMENITY EXHIBIT

SEC OF MIAMI AVE. & AVONDALE BLVD.

JULY 13, 2021

8/11/21

NOTE: AMENITY EXHIBIT IS FOR INFORMATION ONLY AND INTENDED TO SHOW
PROPOSED AMENITY EXHIBIT LOCATIONS ONLY AND NOT TO BE USED FOR
CONSTRUCTION PURPOSES.



RACEWAY RANCHOS
BOOK 146, PAGE 22, MCR
ZONING: RU-43
SINGLE FAMILY RESIDENTIAL



SHADOW RIDGE CONCEPTUAL WALL PLAN

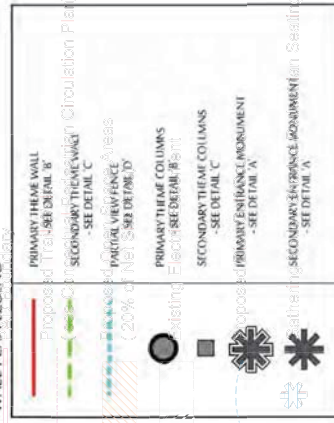
SEC OF MIAMI AVE. & AVONDALE BLVD.
JULY 13, 2021

SHADOW RIDGE AVONDALE, ARIZONA PLANNED AREA DEVELOPMENT FIGURE 15

CONCEPTUAL WALL PLAN



WALL PLAN LEGEND



AMENITIES

NOTE: SEE THE 'CONCEPTUAL HANDS-ON DETAILS SHEET FOR ALL DETAILS' FOR THE 'CONCEPTUAL HANDS-ON DETAILS SHEET FOR ALL DETAILS'.

Primary Theme Wall: Min 9.0 ac

Secondary Theme Wall: Min 0.8 ac

Primary Entrance Wall: Min 2.0 ac

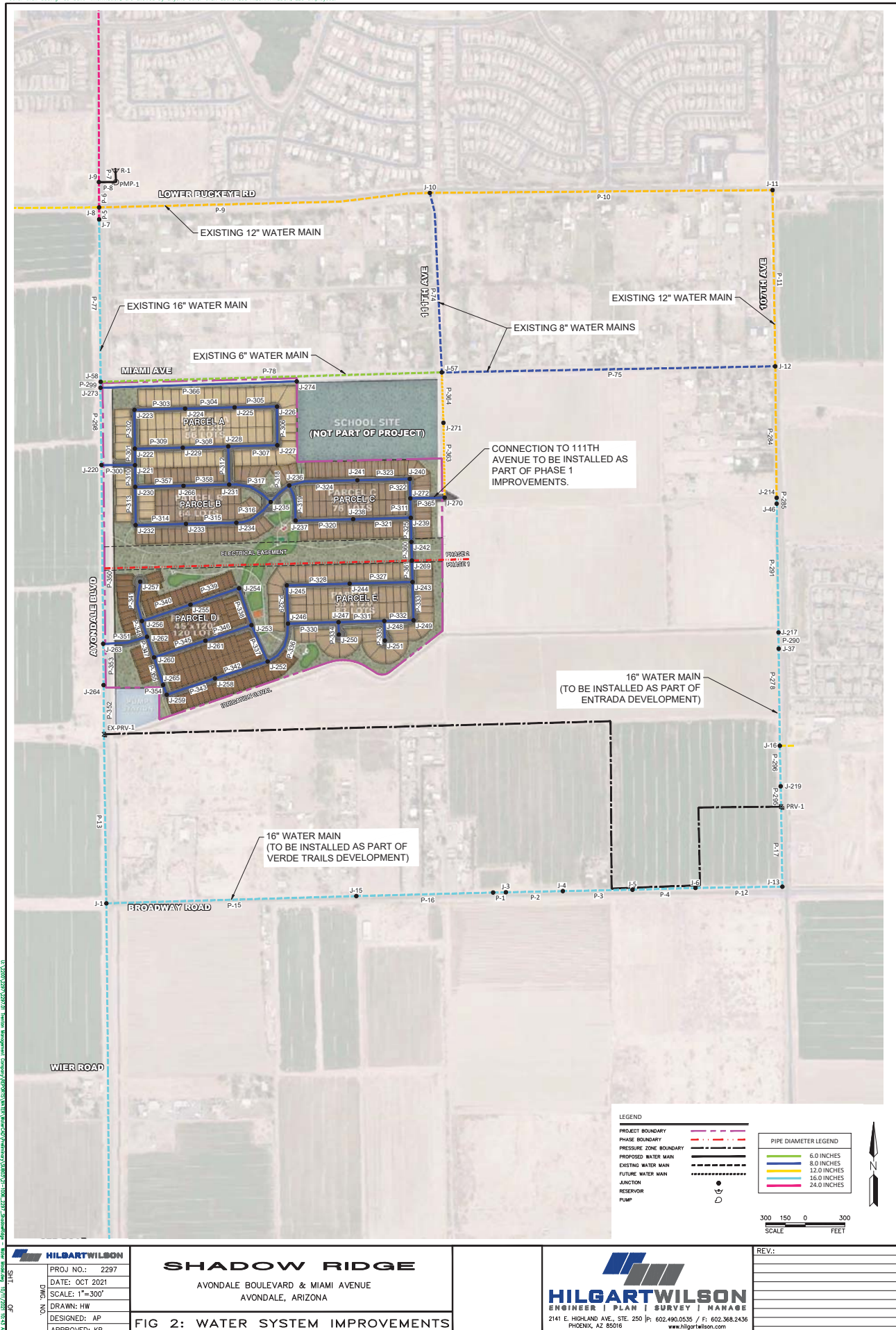
Secondary Entrance Wall: Min 0.2 ac

Disc Golf Course: Min 9.2 ac

NOTE:
This plan is conceptual and subject to change through the
planning and development process

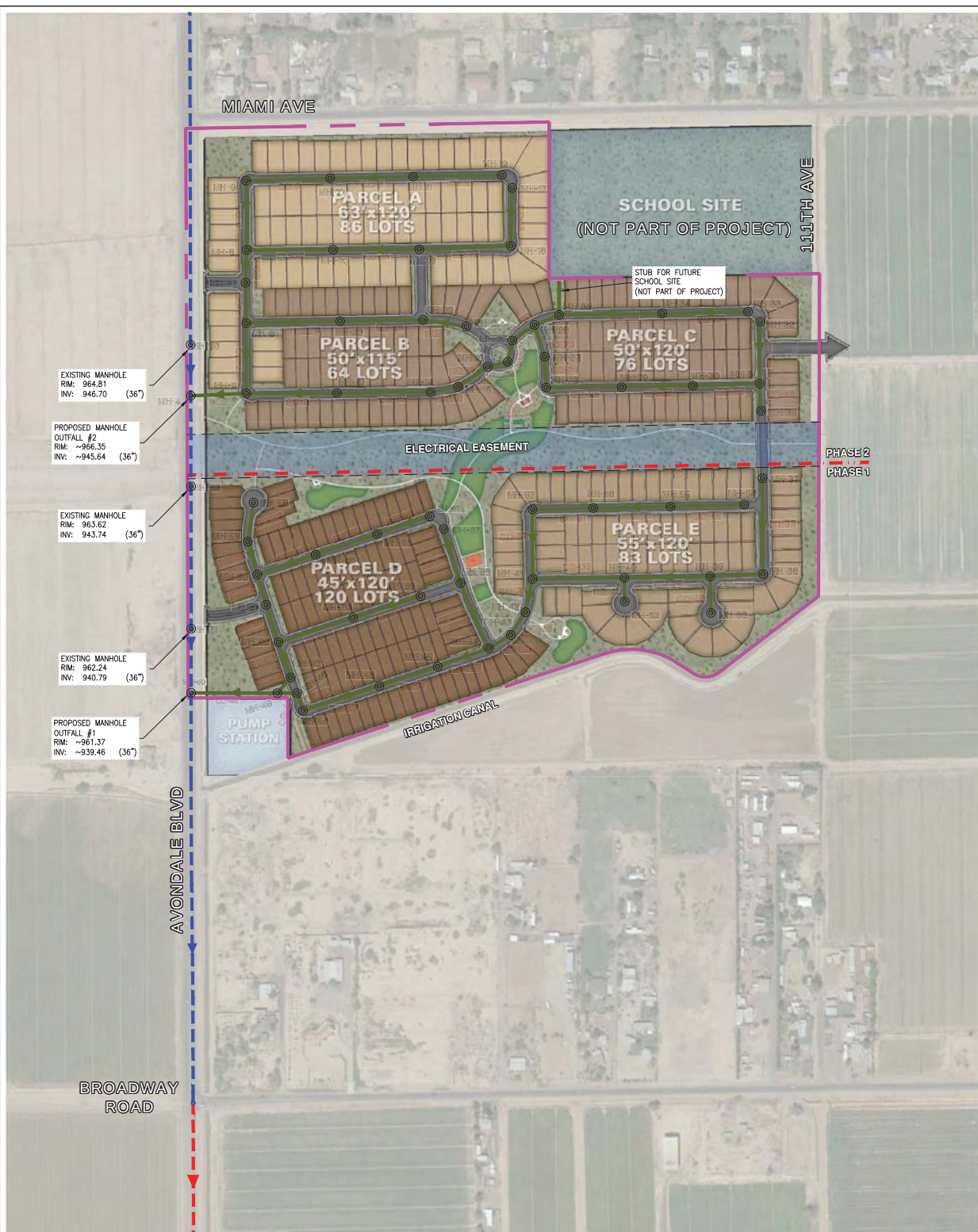
HILGARTWILSON
ENGINEER | PLANNING | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
F: 602.368.2436
PROJECT NUMBER: 2297
JULY 2021
11:27 AM

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U:\2200\2297\2297.01 Trenton Management Company\REPORTS\SEWER\SEWERCAD\SUB03\21-1006_2297 - ShadowRidge.dwg 10/11/2021 1:15 PM



LEGEND

PROJECT BOUNDARY	
PROPOSED SEWER MAIN	
EXISTING SEWER MAIN	
SEWER MANHOLE	

COLOR CODING LEGEND CONDUIT: DIAMETER (IN)

	≤ 8.0
	≤ 30.0
	≤ 36.0



400 200 0 400
SCALE: 1" = 400'

PROJ. NO.:	2297
DATE:	OCT 2021
SCALE:	1" = 400'
DRAWN BY:	AP
CHECKED BY:	KP

SHADOW RIDGE
AVONDALE BOULEVARD & MIAMI AVENUE
AVONDALE, ARIZONA

FIG 2: WASTEWATER SYSTEM IMPROVEMENTS

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

SHADOW RIDGE

AVONDALE, ARIZONA

PLANNED AREA DEVELOPMENT

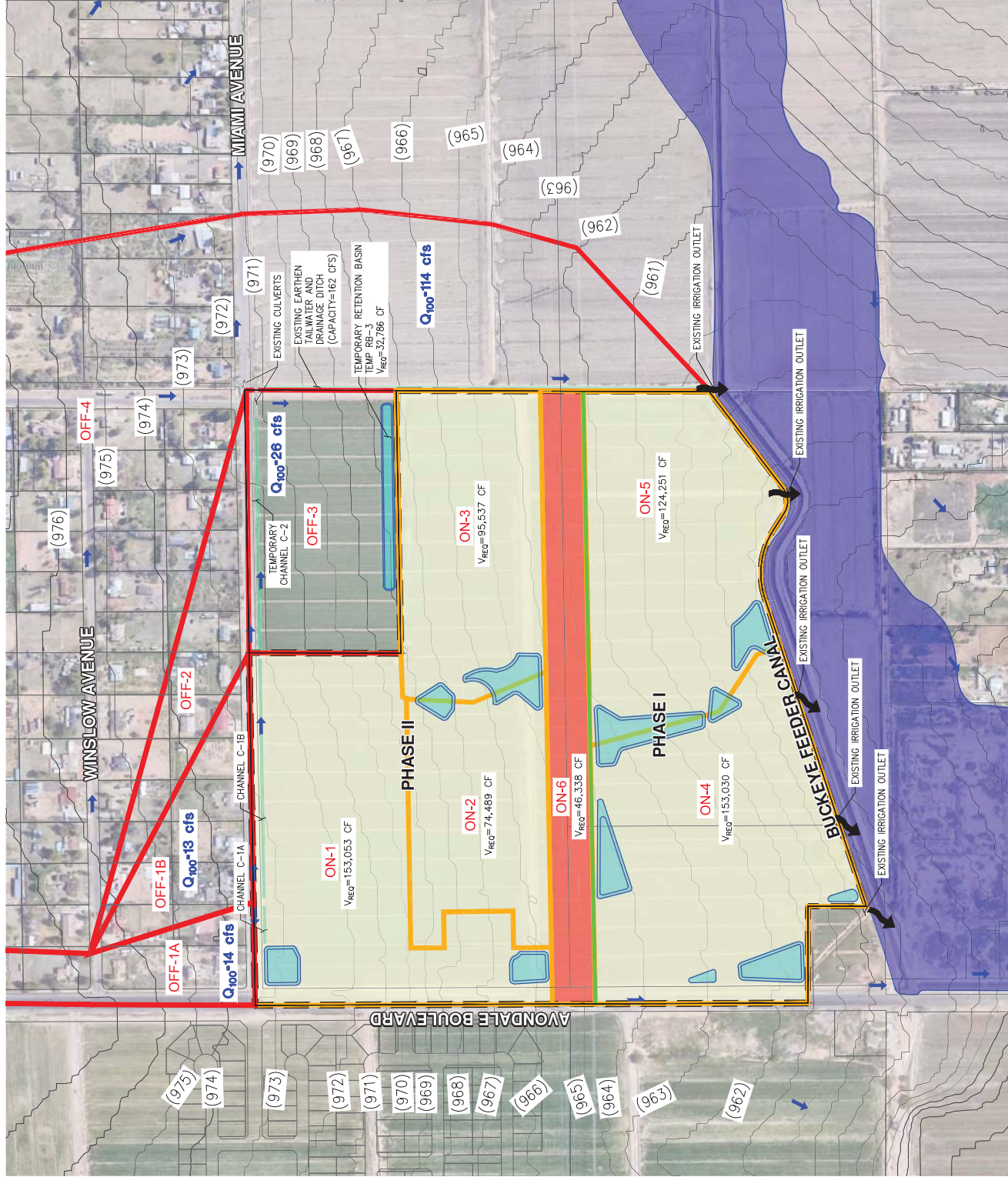
FIGURE 19

MASTER DRAINAGE PLAN



LEGEND

- Project Boundary
- Drainage Area (Onsite)
- Drainage Area (Offsite)
- Drainage Channel (Proposed)
- Fema Flood Plan
- ON/OFF-XX Drainage Area ID
- Q₁₀₀-XXX cfs 100-year Peak Flow
- [] Retention Basin
- [] Existing Retention Basin
- [] Flow Arrow (Offsite)
- [] Ultimate Outfall
- [] Culvert Crossing (Existing)



SHADOW RIDGE

AVONDALE, ARIZONA

PLANNED AREA DEVELOPMENT

FIGURE 20

CONCEPTUAL PHASING PLAN



LEGEND

- Project Boundary
- Phase Line
- Phase 1
- Phase 2
- 11th Avenue Improvements

NOTES:

- Electrical easements plotted to the best of our ability per Land Survey Services PLC ALTA dated 4-8-19.
- 11th Avenue improvements to be coordinated with Entrada. 11th Avenue/Miami connection is required in Phase 1 regardless if Entrada develops or not.

3. Phasing Schedule:

- Development Type - Max. 430 Single Family Residential Lots
Gross Density - 3.6 du/ac
- Improvements - Phase 1: (estimated start date 2022)
- 11th Ave/Miami Ave improvements
 - Avondale Blvd. improvements
 - Road improvements per TIA
 - Water improvements per Prelim. Master Water Report & Prelim. Plat
 - Wastewater improvements per Prelim. Master Wastewater Report & Prelim. Plat
 - Drainage improvements per Prelim. Master Drainage Report & Prelim. Plat
- Phase 2: (estimated start date 2024)
- Miami Ave improvements
 - Road improvements per TIA
 - Water improvements per Prelim. Master Water Report & Prelim. Plat
 - Wastewater improvements per Prelim. Master Wastewater Report & Prelim. Plat
 - Drainage improvements per Prelim. Master Drainage Report & Prelim. Plat



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for General Plan Amendment, Annexation, & Rezone has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Shadow Ridge Project Manager: Cindy Paddock
 Request: Land use change from Estate/Low Density to MDR Acreage/Parcel Size: 113.7 AC
 Current Density Allowed: 2.5 du/ac Density Proposed: 3.6 du/ac
 Total number of residential units proposed: 430

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes ☒ No ☐

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed?

Yes ☐

No ☒

If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes No

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: February 18, 2021

School District: Tolleson Union High School District #214

District Superintendent: Nora Gutierrez

Phone #: 623-478-4001

E-mail: nora.gutierrez@tuhsd.org

Signature: 

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010
www.avondaleaz.gov/developmentservices



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

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Total number of residential units proposed: 430

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes ☒ No ☐

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

The anticipated classroom impact will be addressed by developer agreement in place.

Is a school site within the proposed development needed?

Yes ☒ No ☐

If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes No

If answered yes, please explain below:

A District impact agreement has been signed by Larry Management INC/Littleton ESD #65.

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 5-12-2021

School District: Littleton ESD #65

District Superintendent: Dr. Roger Freeman

Phone #: (623) 478-5611

E-mail: Freeman.roger@littletonaz.org

Signature: 

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010
www.avondaleaz.gov/developmentservices

Shadow Ridge

Summary of Neighborhood Meeting

August 31, 2021
PL-20-007 & PL-20-0021



Neighborhood Meeting – Shadow Ridge

PL-20-007 & PL-20-0021

August 31, 2021

City staff and the development team joined at 5:52 PM. Andrew Yancey began the presentation at 6:02 PM. The following members of the project team were in attendance:

Carolyn Oberholtzer – BFSO Law
Andrew Yancey – BFSO Law
Cindy Paddock – Hilgart Wilson
Lisa Kazan – Trenton Management Company
Mike Schwab – Land Advisors

The following members of City staff were in attendance:

Michelle Simerdla – Avondale Planning Staff
Kevin Murphy - Director of Development and Engineering Services

Mr. Yancey introduced the project with a PowerPoint presentation, showing exhibits detailing the region, jurisdiction, and nearby infrastructure. He noted the property is zoned R1-6 RUPD in Maricopa County and explained that the existing zoning case from 1999 allows for 4 lot sizes and covered more area than just the Shadow Ridge property. He then described the applicant's proposal to annex the Shadow Ridge property into City of Avondale and request PAD zoning for 430 single-family residential lots on 118 acres. Since the County approved the existing zoning case, a portion of the original area was included in the adjacent Entrada rezoning in the City of Avondale, and the Littleton Elementary School district acquired the property at the southwest corner of 111th Avenue and Miami Avenue for the development of a K-8 school. The remaining 118 acres make up Shadow Ridge.

Mr. Yancey went on to present the current and proposed General Plan designations and the conceptual development plan which includes 4 lot sizes with 18% usable open space and 25% overall open space. The development plan includes the largest lots along Miami Avenue, and the open space is oriented with a disc golf course and multi-use trail running east-west through a 10-acre electrical easement that bisects the property and a north/south amenitized green belt including 7 themed gardens with active and passive recreation activities and a connected trail system. Within the greenbelt, he noted there are gaming areas, water features for kids, playgrounds, and a half basketball court. He then showed the landscape plan with trees lining the perimeter of the Project and showed how no homes will be more than a quarter mile from the themed garden amenity area.

The presentation included the pedestrian circulation plan with trail connectivity throughout the project as well as detail about the proposed vehicular circulation. Lastly, he outlined upcoming hearing dates.

Vice Mayor Malone and Councilmember Dennis attended the meeting with no members of the public joining. The Development Team then engaged in the following general dialogue with the councilmembers.

Councilmember Dennis asked about the change in General Plan designation from ELDR to MDR and expressed concerns about Avondale maintaining sufficient ELDR land and future land for half-acre and acre lots.

Mr. Yancey pointed out that the Property is along the Avondale Commercial and Employment Growth corridor in the General Plan along which there is strong market activity in the nearby master plans for traditional suburban densities. The request represents only a 6% reduction in the ELDR land north of the Estrellas and that there are over 30,000 acres of ELDR designated land within Avondale's Planning area.

Ms. Oberholtzer added that there are large lot opportunities north of Miami where acre lots stretch for one mile between Avondale Boulevard and 107th Avenue. With this property being adjacent to the future school site, the area south of Miami is well-suited for suburban densities. She also noted that the city-wide General Plan update that is underway is a great opportunity to look at other potential ELDR areas that may be better suited for the more rural designations.

Councilmember Dennis asked what the large lots to the north are. Councilmember Dennis also asked if those lots were under County standards.

Ms. Oberholtzer responded that they are low density ranchettes and remain in the County but with the annexation of this property, would be eligible for annexation.

Vice Mayor Malone also had concerns about losing low density areas. Vice Mayor Malone asked about Avondale Boulevard south of Lower Buckeye having higher traffic in the future and what the project will do for that.

Mr. Yancey explained that the TIA does recommend deceleration lanes for the project entrances. Ms. Oberholtzer noted out the property's physical limitations with the irrigation channel to the south limits north/south connectivity and that the project design sought to limit direct access to Miami from within the project and instead use 111th. Staff added that additional comments would be forthcoming that may require connection to Miami from within the property. Littleton's plans for the school site were also discussed as a factor in analyzing circulation options.

The meeting concluded at 6:55 PM.

Exhibit G

From: [Alison Alison](#)
To: [Michelle Simerdla](#)
Subject: Shadow Ridge Rezoning
Date: Wednesday, September 15, 2021 8:39:24 AM

⚠ This email arrived from an external source. Please exercise caution when opening attachments or clicking on links. ⚠

Dear Ms. Simerdla,

I am writing to ask about the rezoning of Shadow Ridge Development at the SE corner of Miami Road and Avondale Blvd. I received a postcard about a hearing that took place August 31st. I was out of state that day and unable to "attend".

I am not knowledgeable about how local government works so I don't know where to look to see the decisions about zoning etc...

Could you tell me how to find the decisions about this rezoning proposition? I can see it was not a public hearing (which doesn't make sense to me since the public was invited to attend and had the opportunity to ask questions...) and that "no official action will be taken". So, I realize that this rezoning request may not have been addressed yet.

If I had a say, I would request it not be rezoned. I think keeping the corridor from Southern to Lower Buckeye, the east side of Avondale Blvd, as rural as possible is much more ideal than packing in houses as absolutely as tightly as possible. There is already so many neighborhoods jam packed with houses and they are being built as I write in this very area. The rural quality of our area is being diminished and that is a loss we will all regret.

I appreciate your help!
Alison Hall

RESOLUTION NO. 1108-1221

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE GENERAL PLAN REGARDING THE LAND-USE DESIGNATION OF APPROXIMATELY 118.47 GROSS ACRES LOCATED AT THE SOUTHEAST CORNER OF AVONDALE BOULEVARD AND MIAMI AVENUE AS SHOWN IN APPLICATION PL-21-0021 FROM ESTATE LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL.

WHEREAS, the City of Avondale General Plan (the “General Plan”) was adopted by the Mayor and Council of the City of Avondale (the “City Council”) on April 2, 2012, and ratified by the qualified electors of the City of Avondale on August 28, 2012; and

WHEREAS, the City Council desires to amend the General Plan to change the land-use designation for approximately 118.47 gross acres of real property generally located at the southeast corner of Avondale Boulevard and Miami Avenue (known as “Shadow Ridge”) from Estate/Low Density Residential to Medium Density Residential as shown on Application PL-21-0021 (the “General Plan Amendment”); and

WHEREAS, the General Plan establishes the authority and procedures for amendments to the General Plan land-use designations; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City of Avondale (the “City”) has consulted with, advised and provided the opportunity for public comment on the General Plan Amendment; and

WHEREAS, all due and proper notice of the public hearings on the General Plan Amendment held before the City of Avondale Planning Commission (the “Commission”) and the City Council was given in the time, form and substance provided by ARIZ. REV. STAT. § 9-461.06; and

WHEREAS, pursuant to the General Plan, the Commission held (i) the first public hearing on the proposed General Plan Amendment on October 20, 2021, and (ii) the second public hearing on November 17, 2021, after which the Commission recommended approval; and

WHEREAS, pursuant to the General Plan, the City Council held a public hearing on the proposed General Plan Amendment on December 13, 2021.

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

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

SECTION 2. The General Plan is hereby amended to change the land-use designation for approximately 118.47 gross acres of real property generally located at the southeast corner of Avondale Boulevard and Miami Avenue as shown in Application PL-21-0021, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, by from Estate/Low Density Residential to Medium Density Residential.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 13, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1108-1221

[General Plan Amendment Legal Description and Map]

See following pages.

**SHADOW RIDGE
GPA
LEGAL DESCRIPTION**

That portion of the West half of Section 19, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, recorded as Special Warranty Deed 2019-0116450 and more particularly described as follows:

COMMENCING at the Northwest corner of said Section 19, being a found 3" brass cap flush marked "LS 21782";

Thence South 00 degrees 15 minutes 28 seconds East (Basis of Bearings) along the West line of said Section 19 a distance of 1322.32 feet to a found brass cap in a hand hole marking the Northwest corner of Lot 2 of Section 19 and the **POINT OF BEGINNING**;

Thence North 88 degrees 59 minutes 52 seconds East along the North line of said Lot 2 and the North line of the Southeast quarter of the Northwest quarter of Section 19 a distance of 1475.98 feet;

Thence South 00 degrees 13 minutes 03 seconds West, parallel with the east line of the Northwest quarter of Section 19 a distance of 635.00 feet;

Thence North 88 degrees 59 minutes 52 seconds East parallel with the North line of the Southeast quarter of the Northwest quarter of Section 19 a distance of 1100.00 feet to the East line of the Northwest quarter of Section 19;

Thence South 00 degrees 13 minutes 03 seconds West, along said East line a distance of 690.63 feet to the Center of Section 19;

Thence continuing South 00 degrees 13 minutes 03 seconds West along the East line of the Southwest quarter of Section 19 a distance of 619.65 feet to the North line of the St. John's Ditch, recorded in Book 161 of Deeds, Page 231;

Thence, for the next five (5) courses along the northerly right-of-way line of the St. John's Ditch, recorded in Book 161 of Deeds, page 231, Official Records, lying 37.50 feet parallel with and concentric to the centerline of said St. John's Ditch;

Thence South 52 degrees 38 minutes 31 seconds West a distance of 510.91 feet to the beginning of a tangent curve, whose radius bears North 37 degrees 21 minutes 29 seconds West a distance of 87.50 feet;

Thence westerly along said curve through a central angle of 70 degrees 10 minutes 31 seconds a distance of 107.17 feet to a point of tangency;

Thence North 57 degrees 10 minutes 58 seconds West a distance of 82.73 feet to the beginning of a tangent curve, whose radius bears South 32 degrees 49 minutes 02 seconds West a distance of 337.50 feet;

Thence westerly along said curve through a central angle of 51 degrees 03 minutes 18 seconds a distance of 300.74 feet to a point of tangency;

Thence South 71 degrees 45 minutes 44 seconds West a distance of 1356.76 feet;

Thence, leaving said right-of-way line, North 00 degrees 00 minutes 00 seconds East a distance of 244.08 feet;

Thence North 90 degrees 00 minutes 00 seconds West a distance of 405.00 feet to the West line of Lot 3 of Section 19, from whence the Southwest corner of said Lot 3 bears South 00 degrees 13 minutes 47 seconds East a distance of 330.88 feet;

Thence North 00 degrees 13 minutes 47 seconds West along said West line a distance of 990.70 feet to a found brass cap in a hand hole marking the West quarter corner of Section 19;

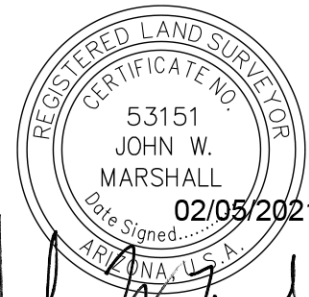
Thence North 00 degrees 15 minutes 28 seconds West along the West line of Lot 2 of Section 19 a distance of 1322.32 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 5,160,552 sq. ft. (118.4700 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 2297
Date: Feb. 2021





[Signature]

S. AVONDALE BLVD

NORTHWEST CORNER
SECTION 19, T1N, R1E,
POINT OF COMMENCEMENT

W. MIAMI AVENUE

N88°59'52"E
1475.98'

POINT OF BEGINNING

S00°13'03"W
635.00'

N88°59'52"E
1100.00'

N00°15'28"W
1322.32'

N00°13'47"W
990.70'

N90°00'00"W
405.00'

N00°00'00"E
244.08'

S71°45'44"W
1356.76'

R=337.50'
D=51°03'18"
L=300.74'

N57°10'58"W
82.73'

R=87.50'
D=70°10'31"
L=107.17'

S00°13'03"W
690.63'

S52°38'31"W
510.91'

WEST QUARTER
CORNER SECTION 19,
T1N, R1E,



PROJ.NO.: 2297
DATE: FEB 2021
SCALE: NTS
DRAWN BY: KM
CHECKED BY: JWM

SHADOW RIDGE
GPA
MARICOPA COUNTY, AZ
EXHIBIT


HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

CITY COUNCIL REPORT

SUBJECT: Public Hearing - Ordinance 2068-1221 - Shadow Ridge Rezoning from R1-6 to Planned Area Development (PAD) – Application PL-21-0087

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-1012

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

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Creative and Sustainable Community Development

- STRATEGY: Increase sustainability initiatives such as renewable clean energy or sustainable design and construction.
-

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Ordinance 2068-1221, approving a request by Cindy Paddock of HILGARTWILSON for a Rezone for Shadow Ridge, a proposed 118.4 gross acre planned development at the southeast corner of Miami Avenue and Avondale Boulevard. The proposed Rezone, if approved, will change the zoning from Urban Residential (R1-6) to Planned Area Development (PAD). The Council will take appropriate action.

BACKGROUND:

The 118.4 gross-acre subject property (Exhibits A and B) is located at the southeast corner of Miami Avenue and Avondale Boulevard, in the jurisdiction of Maricopa County. The irregularly-shaped site is relatively flat with an irrigation canal that runs along Avondale Boulevard and is adjacent to an irrigation canal to the south that is not part of the project. There are above-ground utility lines along Avondale Boulevard and power lines that roughly bisect the property.

A separate application to annex the subject property into the City of Avondale is in process. The site is zoned in the County as Single-Family Residential with a Residential Unit Plan of Development Overlay District (R1-6/RUPD). The R1-6/RUPD zoning allows for development of 6,000 square foot single-family residential lots. Upon annexation, the subject property will be assigned the City equivalent zoning of Urban Residential (R1-6) zoning district. Upon approval of the requested rezoning, the property's zoning district would change to Planned Area Development (PAD).

There is a concurrent Major General Plan Amendment request to revise the land use designation on the property. Presently, the property's City General Plan 2030 land use category designation is Estate Low Density Residential (ELDR) (Exhibit C). The ELDR category allows for development of detached single-family

residential homes at a density of 1 to 2.5 dwelling units per acre. The target density in ELDR is 1 unit per acre. The request is to amend the designation to Medium Density Residential (MDR) which allows 2.5 to 4 dwelling units per acre, with a target density of 2.5.

The existing uses and zoning of surrounding properties include:

NORTH OF MIAMI AVENUE: Several unincorporated parcels, generally 1.2 acres in size, mostly developed with single-family residences and related accessory structures. These properties are zoned County RU-43 (Rural-43).

EAST: Several unincorporated parcels, generally 1.2 acres in size, mostly developed with single-family residences and related accessory structures. These properties are zoned County RU-43 (Rural-43).

SOUTH: The master planned community, Entrada as described above, and a pump station owned by the City of Goodyear zoned Rural Residential (RR-43).

WEST OF AVONDALE BOULEVARD: Several undeveloped parcels in agricultural production which include two (2) projects: Fleming Farms, a platted Planned Area Development (allows for single-family use and includes a commercial component zoned under case number Z-05-18) and Diamond P Ranch Planned Area Development (allows for single-family uses and includes a commercial component zoned under case number Z-07-4)

SUMMARY OF REQUEST:

The applicant is requesting to rezone the subject property to Planned Area Development (PAD) to allow for single-family residential use. The proposed Shadow Ridge PAD Narrative, included as Exhibit D, details permitted uses, development standards, open space, conceptual landscape plan, conceptual hardscape details, conceptual wall plan, a phasing plan, and other requirements that will guide future development of the site. The developer is requesting deviations to setbacks, lot width, and lot coverage, which is further explained in the analysis section of this report. Two homebuilders are represented, Taylor Morrison and Pulte Homes as shown in Exhibit H.

430 single-family residential dwelling units are proposed that include five (5) lot sizes:

- 45 feet by 120 feet - 120 lots
- 50 feet by 115 feet - 64 lots
- 50 feet by 120 feet - 76 lots
- 55 feet by 120 feet - 83 lots
- 63 feet by 120 feet - 86 lots

The development is partitioned into five (5) parcels (Parcel A, B, C, D, and E) and development of the property is expected to occur in two (2) phases, with Phase 1 anticipated to commence in 2022 and Phase 2 in 2024. Phase 1 is located south of the electrical easement bisecting the property and Phase 2 is located north of the electrical easement, see Figure 18 in Exhibit D. Access to the site will be provided from two (2) entry points off Avondale Boulevard and access to Miami Avenue, currently planned via 111th Avenue.

The design theme of the proposed Shadow Ridge community is “outdoor experience”. This theme will be reflected throughout the development’s central park and themed gardens, landscaping, walls, and hardscapes.

The proposed Shadow Ridge PAD provides for open space across 20.3 acres. This includes unique features including a Central Park that has interconnected gardens (i.e. butterfly garden, multi-sensory garden, citrus edible garden). This also includes a disc golf course, two (2) pickleball courts, gaming area, multi-use trail, multiple playgrounds, gathering nodes, and the like.

As previously noted, the property is currently designated by the General Plan Land Use Map for Estate Low Density Residential (ELDR) use. Approval of the companion General Plan Amendment request, changing the Land Use Map designation of the property to Medium Density Residential (MDR), is required to consider approval of this rezoning request that will allow for development at a density of 3.6 dwelling units per acre.

PUBLIC PARTICIPATION:

A neighborhood meeting (Exhibit F) to discuss the proposal with neighboring property owners was held on August 31, 2021. Due to the ongoing Covid-19 pandemic, the meeting was held virtually via Zoom. All notices of the meeting, including mailings to owners within 1,000 feet of the site, public hearing notice signs on the property, and display ads in the Southwest Valley Arizona Republic, were completed in at least fifteen days prior to the meeting as required. In addition to City Staff and the applicant's team, two (2) people attended the virtual meeting including two (2) Councilmembers. The applicant gave an overview presentation and answered questions about the project. Discussion was primarily related to the following topics:

- **Concerns with Avondale maintaining sufficient Estate Low Density Residential (ELDR) land and future land for half acre to acre lots:**

The applicant's team responded that the property is along the Avondale Commercial and Employment Growth corridor in the General Plan and strong market activity within the nearby planned and existing master planned suburban density communities. The request only represents a six (6) percent reduction in the available ELDR land north of the Estrella Mountains and there are over 30,000 acres of ELDR land designated within Avondale's Planning area. There are large lot opportunities north of Miami Avenue where acre lots stretch one (1) mile between Avondale Boulevard and 107th Avenue. With this site being adjacent to the future school site, the area south of Miami Avenue is well-suited for suburban densities. The City-wide General Plan update could be an opportunity to look at other potential ELDR sites that may be better suited for more rural designations.

- **What are the large lots to the north? Are they under County standards?**

They are low density ranchettes in the County but after the annexation of the subject property, would be eligible for annexation.

- **Concerns with increased future traffic on Avondale Boulevard south of Lower Buckeye and what the project does to address that:**

The Traffic Impact Analysis does recommend deceleration lanes for the project entrances. The property's physical limitations with the irrigation canal to the south limits north and south connectivity and the project's design would limit direct access to Miami Avenue and instead uses access to 111th Avenue. Staff indicated that comments would be forthcoming that may require a connection to Miami Avenue from within the property. The future Littleton school site was also discussed as a factor in analyzing circulation options.

Three (3) comments related to the proposal have been posted on the City's aVOICE digital forum. Three (3) comments related to the proposal have been posted on the City's aVOICE digital forum conveying to rezone the property and build the residential community, no more development, and questions about the project.

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 September 24, 2021. The meetings were advertised in the Wednesday, September 29, 2021 edition of the Southwest Valley Arizona Republic. Lastly, two public hearing notice signs identifying meeting dates, times, and locations were installed on the property on August 12, 2021 and updated by October 4, 2021 with the public hearing dates. One (1) public comment via email (Exhibit G) has been received to date from a property owner within 1,000 feet that was notified via postcard that expressed that they are not in support of the project and thinks the rural character area from Southern Avenue to Lower Buckeye Road, on the east side of Avondale Boulevard should be maintained.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

The property is located in the service areas of the Littleton Elementary School District (LESD) and the Tolleson Union High School District (TUHSD). LESD has provided the City with a Certificate of Adequate School Facilities signed by the Superintendent (Exhibit E) stating that the district has adequate capacity to

accommodate the estimated enrollment from the proposed Shadow Ridge development and that the anticipated classroom impact will be addressed by developer agreement in place. TUHSD has provided the City with a Certificate of Adequate School Facilities signed by the Superintendent (Exhibit E) stating that the district has adequate capacity and no school site within the development is needed.

ANALYSIS:

Section 603 of the Zoning Ordinance establishes five (5) criteria that any request for PAD zoning must meet. Listed below are each of the five (5) criteria followed by an analysis of each:

1. *The proposed PAD is in conformance with the General Plan and applicable specific plan(s).*

The proposed Shadow Ridge PAD conforms to the property's proposed General Plan Land Use Map designations of Medium Density Residential (MDR). The MDR category allows for development of single-family residential homes with an allowable density range of 2.5 to 4.0 units per acre, with a target density of 2.5 units per acre; density beyond the target can be permitted if a proposed development exhibits exceptional design, including provision of open space beyond minimum requirements. The proposed Shadow Ridge PAD provides for open space across 20.3 acres, accounting for eighteen (18) percent net site area and more than half of the open space contains active recreational amenities. This includes with unique features including a Central Park that has interconnected gardens (i.e. butterfly garden, multi-sensory garden, citrus edible garden). This also includes a disc golf course, two (2) pickleball courts, gaming area, multi-use trail, multiple playgrounds, gathering nodes, and the like. The proposed design concept exceeds the City's minimum fifteen (15) percent open space requirement and, in Staff's view, justifies the proposed density of 3.6 units/acre.

2. *The proposed PAD meets the PAD requirements of the Zoning Ordinance, Subdivision Regulations, Design Manuals and other applicable regulations and requirements, unless otherwise modified by the PAD Narrative.*

The City's R1-5, R1-6, and R1-7 zoning districts are used as the basis for the PAD's development standards for the 5,175 square foot, 5,500 and 6,325 square foot, and 7,245 square foot lot types, respectively. These lot sizes are in character with surrounding proposed and existing suburban developments. The developer is requesting modifications to these base standards as they relate to lot dimensions, lot coverage, and front and side yard setbacks, as requested in Section 3.1.2, Figure 2 in Exhibit D:

- Minimum lot width - Reduce the lot width for R1-5 equivalent lot from 50 feet to 45 feet, the R1-6 equivalent lot from 65 feet to 50 and 55 feet, and the R1-7 equivalent lot width from 70 to 63 feet. The dimensions of all proposed lot depths exceed the R1-5, R1-6, and R1-7 depths, however. The developer is also requesting for all lots that the minimum lot depth can be decreased by five (5) feet when fronting a street knuckle.
- Lot coverage - Increase the lot size from 45 percent to 55 percent for all lot sizes to allow for product diversity with single-story options and accessory rear-yard structures. This request is in line with surrounding proposed and existing suburban developments and allows for homebuilders to provide larger homes on smaller lots.
- Front yard setbacks - Reduce the minimum front yard setbacks from 20 feet to 10 feet to livable area and side entry garages for all lots. Within the R1-5, R1-6, and R1-7 zones, the minimum front yard setback may be reduced by five (5) feet when providing a side-entry garage. This request is in line with the approved suburban developments planned or under construction in proximity to the Shadow Ridge site.
- Side yard setbacks - Reduce the minimum side yard setbacks as follows:
 - 45 feet X 120 feet - from (10/0) to (5/5)
 - 50 X 115 lot - from (10/0) to (5/5)
 - 55 feet X 120 feet - from 8 to (5/5)
 - 63 feet X 120 feet - lot from 8 to (5/8)
 - Total side yard setbacks – Reduce the total side yard setbacks as follows:
 1. 45 X 120 - from 15 to 10
 2. 50 X 115 – from 15 to 10

3. 55 X 120 – from 18 to 10

4. 63 X 120 – from 18 to 13

- Street side yard setbacks - Reduce street side yard setback for all lots from ten (10) feet to five (5) feet when adjacent to a twelve (12) foot landscape tract with the exception that a landscape tract with root barrier to accommodate tree planting outside the eight (8) foot Public Utility Easement (PUE) may be less than twelve (12) feet wide but will be a minimum of ten (10) wide.

With those exceptions, proposed development standards meet or exceed Zoning Ordinance minimums. Smaller lot sizes and reduced setbacks can pose challenges, particularly in regard to ensuring that streetscapes are not dominated by homes that are homogeneous in appearance and where the garage door becomes the focal point of the neighborhood. To alleviate these concerns, the proposed PAD contains design standards, such as the modification to the front yard setbacks for the livable area and side entry garages allow more forward living space, recessed front garages a minimum of five (5) feet from the front façade, staggered setbacks, and porches and/or courtyards. The Shadow Ridge PAD also requires a variety of floor plans, color schemes, and different architectural styles throughout the community. Adherence to the design requirements of the PAD along with the City's Design Manual will ensure that streetscapes are interesting and provide for ample variety.

The PAD meets all applicable planning, zoning, and engineering requirements and regulations or provides for alternate standards that achieve the City's goals for quality development.

3. That adequate public infrastructure and services exist to serve the proposed development or all necessary public infrastructure and services to serve the proposed development will be completed in connection with development within the PAD.

As noted previously, primary access to Shadow Ridge will be from two (2) entrances off Avondale Boulevard and access to Miami Avenue (a County roadway) in the first phase.

The developer of Shadow Ridge will be required to complete adjacent portions of Avondale Boulevard in the project's first phase, the half-street of 111th Avenue by the issuance of the 31st home permit if the access to Miami Avenue is to be provided via 111th Avenue, and the adjacent portion of Miami Avenue in the project's second phase.

In addition to street improvements, the developer will construct water and sewer system improvements necessary to serve the future residents of Shadow Ridge and will underground the existing above-ground irrigation canal and utility poles under 69kV along Avondale Boulevard to enhance both the functionality and aesthetics of the site.

The developer may be responsible for additional water rights and infrastructure necessary to support the demand of the subdivision, due to the increased water demand from the proposed increase in allowable density.

4. The proposed PAD will result in compatible land use relationships within the proposed development and with adjacent properties.

The proposed PAD, with a planned density of 3.6 dwelling units per acre, is consistent with the Alamar, Entrada, and Verde Trails master planned communities planned or under construction in proximity to the Shadow Ridge site. The largest lot sizes in the Shadow Ridge development (63 feet wide by 120 feet deep) are planned in the northern portion of the site and do not face Miami Avenue to limit impacts on existing large lot, rural residences north of the site. The planned Shadow Ridge development is compatible with existing and planned adjacent development.

5. The development standards of the proposed PAD are consistent with or exceed the desired character of development for the area.

As noted in the analysis of Finding #2, the City's R1-5, R1-6, and R1-7 zoning districts are used as the basis for the PAD's development standards. Where modifications are proposed, they are consistent with previously approved developments in proximity to the Shadow Ridge site, such as Alamar, Entrada, and Verde Trails. By

developing in accordance with the design and development standards contained within the PAD, the proposed Shadow Ridge community will help to further Avondale's goals and objectives as they relate to development in the southeastern portion of the City.

DISCUSSION:

The proposed PAD meets the following findings:

1. The proposed Shadow Ridge PAD will be in direct conformance with the proposed General Plan Land Use Map designation of Medium Density Residential.
2. The proposed Shadow Ridge PAD is in conformance with the Design Manual.
3. The proposed Shadow Ridge PAD will result in compatible land use relationships.
4. Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.
5. The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

The traffic signal located at Avondale Blvd and Miami is not currently in the CIP, but will be added during FY2023 budget cycle.

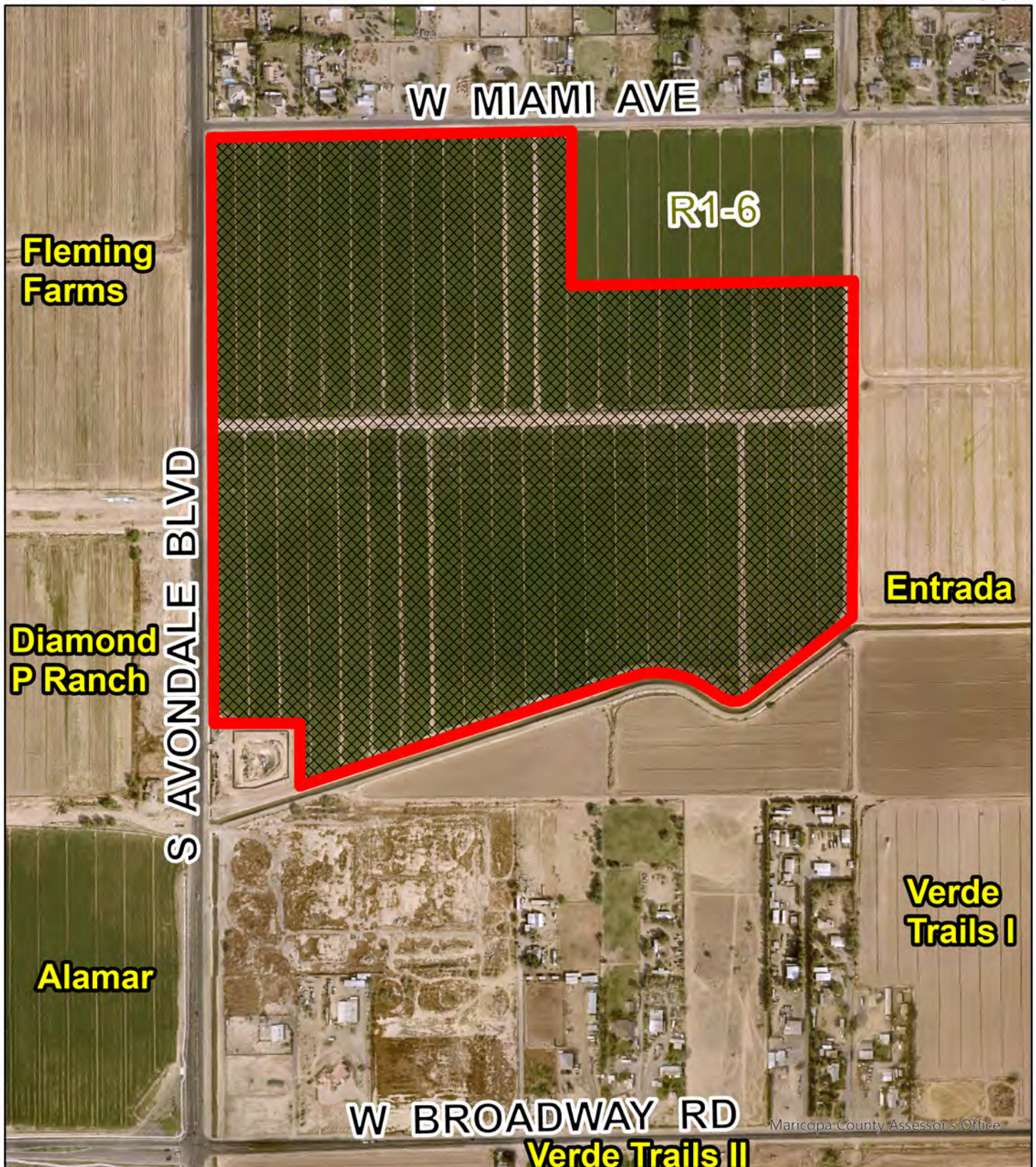
RECOMMENDATION:

City Council will conduct a public hearing and **ADOPT** an Ordinance Application PL-21-0087 Shadow Ridge, a request to rezone approximately 118.4-acres from Urban Residential (R1-6) to Planned Area Development (PAD), subject to the following nine (9) conditions of approval:

1. Development shall generally conform to the Shadow Ridge PAD Narrative date stamped October 12, 2021, except as modified by these conditions.
2. All perimeter off-site improvements to Avondale Boulevard shall be completed in the first phase of development. All perimeter off-site improvements to Miami Avenue, shall be completed in the 2nd phase of development.
3. Phase 1 shall have a connection to Avondale Boulevard and to Miami Avenue completed prior to the City issuing the 31st house permit in Phase 1.
4. Developer will be responsible for ¼ of the design and construction costs of a future traffic signal at Miami Boulevard. The developer's contribution will not exceed \$175,000. Payment is due before Phase 2 permits are issued.
5. The SRP channel along Avondale Blvd shall be tiled in Phase 1.
6. If the parcel to the south of the subject property is purchased by the property owner of Shadow Ridge and becomes part of the Shadow Ridge project, the SRP channel will be required to be tiled.
7. The developer may be responsible for additional water rights and infrastructure necessary to support the demand of the subdivision.
8. A trail connection to the school shall be coordinated during the Preliminary Plat phase.
9. Grandfathered groundwater rights for the property shall be extinguished and pledged to the City of Avondale's designated account (58-106097.0004) prior to issuance of any construction permits for any portion of the project.

PROPOSED MOTION:

I move that City Council **ADOPT** an Ordinance, approving Application PL-21-0087 Shadow Ridge, a request to rezone approximately 118.4 gross acres from Urban Residential (R1-6) to Planned Area Development (PAD), subject to nine (9) conditions listed in the staff report.

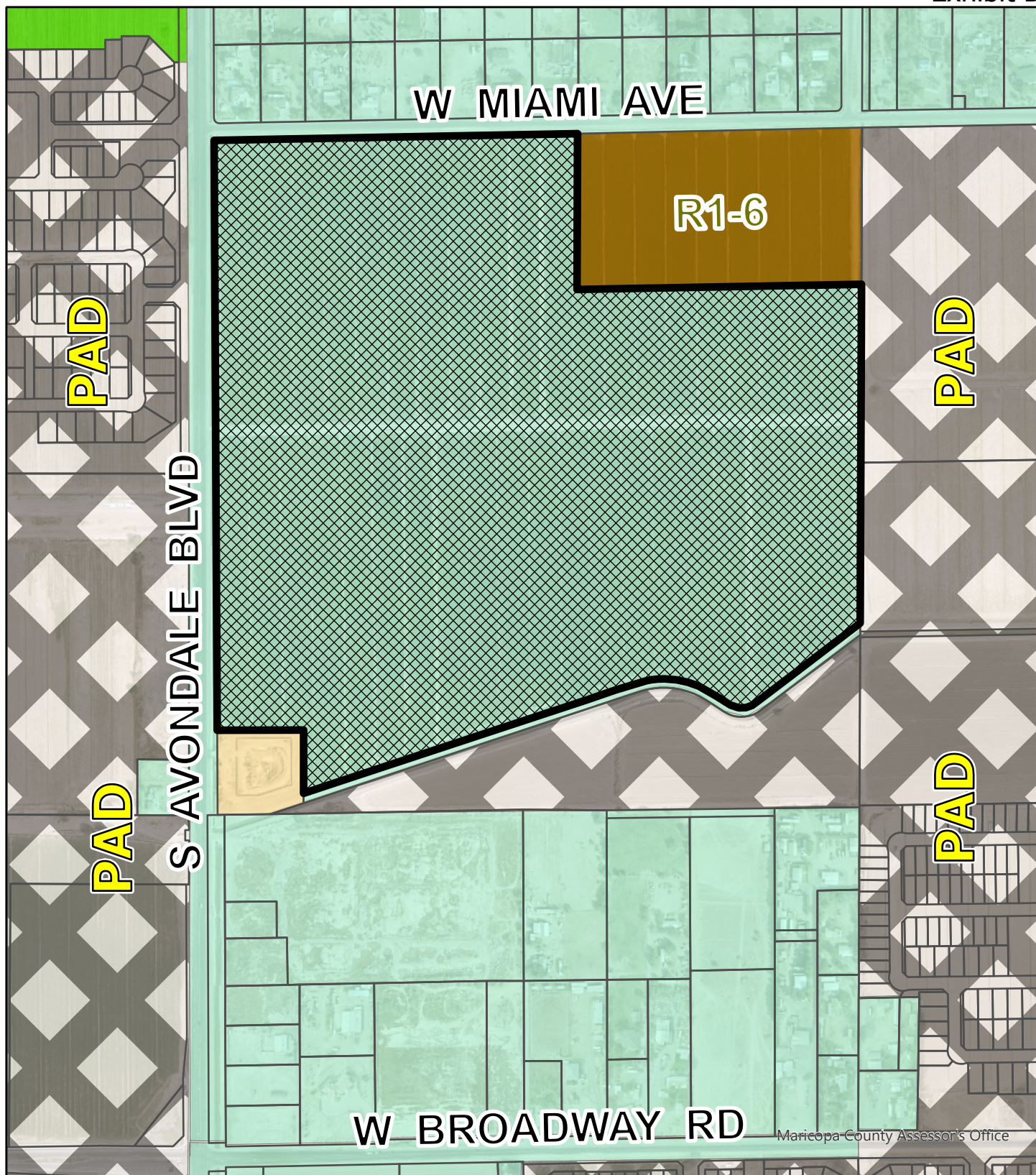


Aerial Photograph

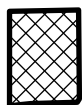


 Subject Property



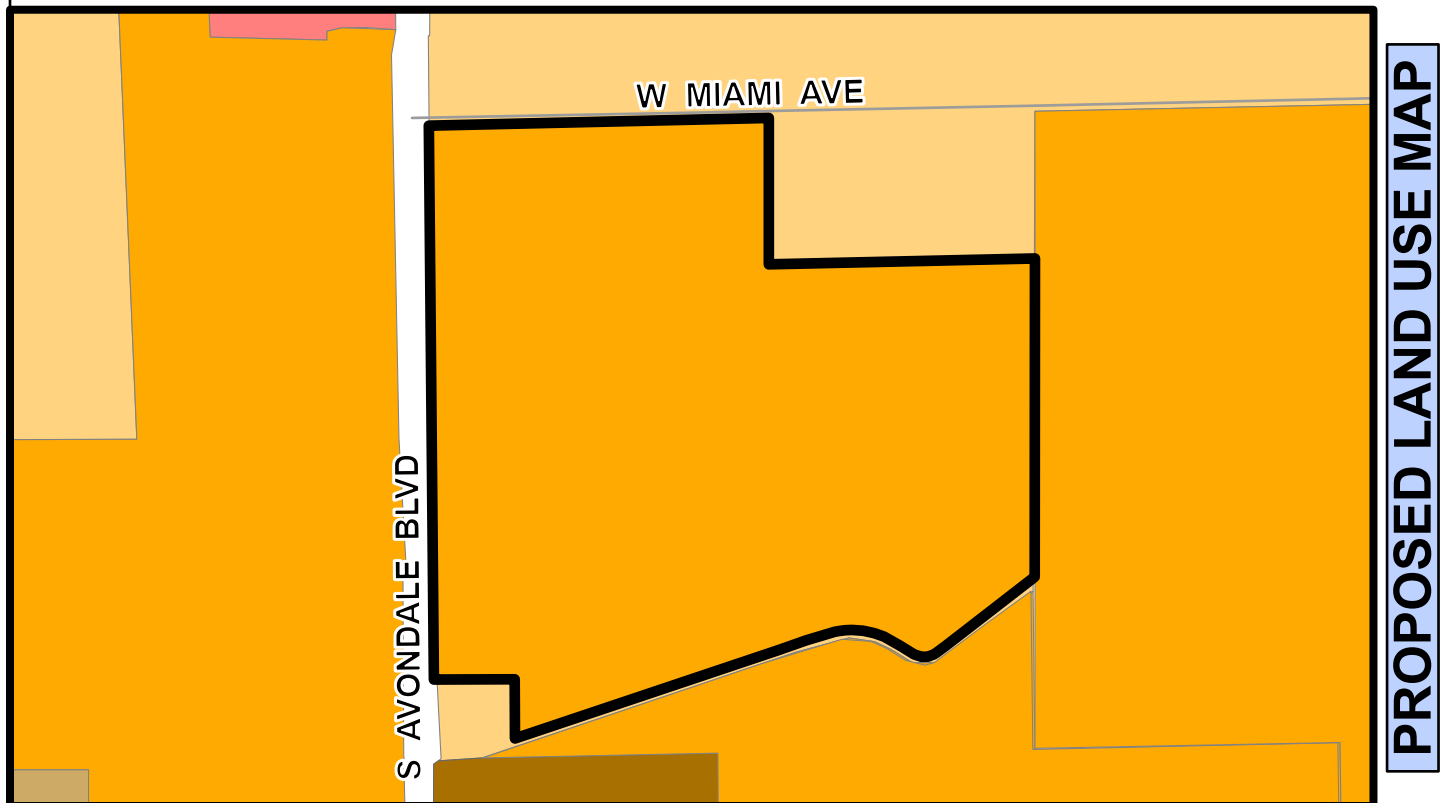
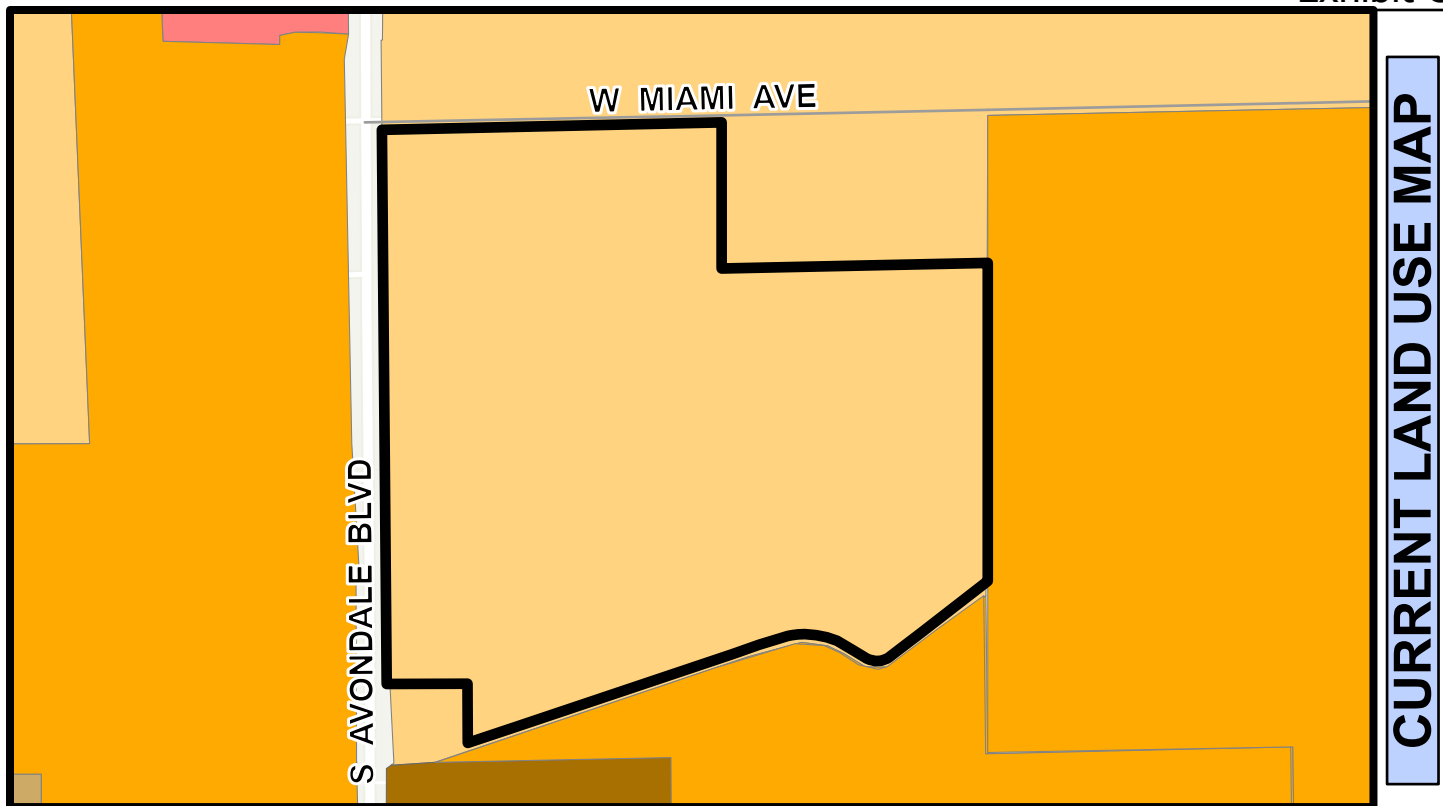


Zoning Vicinity



Subject Property

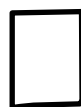




General Plan Land Use



- Local Commercial
- Estate/Low Density Residential
- Medium Density Residential
- High Density Residential



Subject Property





Case Number PL-21-0087

Shadow Ridge

Planned Area Development Narrative

SEC of Avondale Boulevard & Miami Avenue
Avondale, AZ

3rd Submittal: October 12, 2021

2nd Submittal: July 22, 2021

1st Submittal: January 26, 2021

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Under Separate Cover

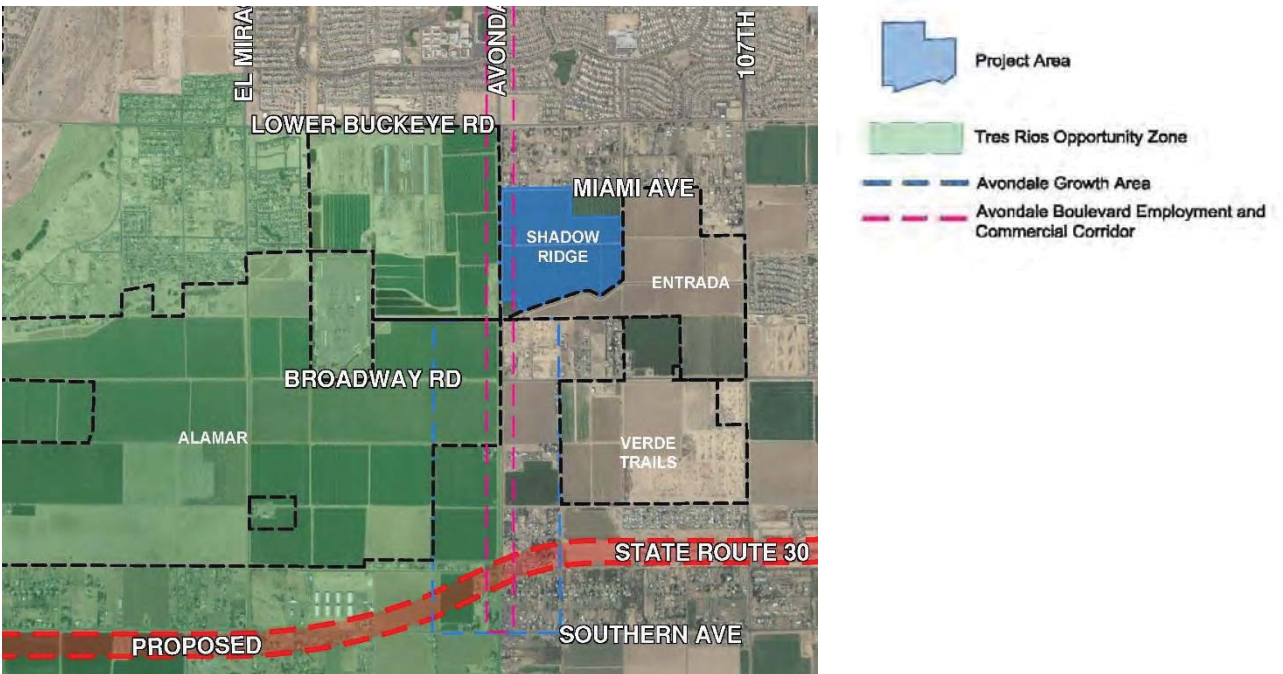
Property Legal Description and Exhibit
 Preliminary Master Water Report
 Preliminary Master Wastewater Report
 Preliminary Master Drainage Report
 Preliminary Traffic Study

1.0 PROPERTY OVERVIEW

1.1 Introduction

Shadow Ridge (Project, Community or Site) is an approximately 118.5-gross acre property in unincorporated Maricopa County at the southeast corner of Avondale Boulevard and Miami Avenue. A Site legal description and exhibit is provided under separate cover. Refer to **Figure 1, Regional Vicinity Map** for Project location. This request to rezone the Project from Maricopa County R1-6 RUPD (County Case Z99-30) to Planned Area Development (PAD) is coupled with companion General Plan Amendment (GPA) and annexation requests. The proposed Project applications will facilitate the development of a residential community with a mix of lot sizes consistent with the evolving demands of today's homebuyers and the surrounding area's transition to a more suburban lifestyle.

This area of Avondale is experiencing increased development interest with the communities of Entrada, Verde Trails and Alamar nearby and plans for future commercial development along Avondale Boulevard. The area will be easily accessible by the future SR30 freeway, with a planned alignment approximately one-mile south of the Shadow Ridge community. SR30 is projected to be constructed in 2030. To complement plans for the future SR30, the US Department of Treasury has recently designated the Tres Rios Opportunity Zone in Census Tract 822.08 to spur economic development and increase investment and growth in approximately seven square miles just west of the Project. The Project is also adjacent to the Avondale Boulevard Growth Area, and the proposed PAD maximizes available infrastructure for more intensive development supported by planned transportation access and the



Avondale Boulevard Employment and Commercial Corridor.

With its proximity to future employment areas and diversity of housing product, the Project will support the Avondale General Plan 2030 (GP2030 or GP) goal of increasing housing options for the local workforce to fuel growing employment opportunities.

The Property is currently undeveloped and in agricultural production. It is adjacent to a future K-8 elementary school site (School), which has been acquired by the Littleton Elementary School District. This request provides for a master-planned community that will complement the School and facilitate a coordinated circulation pattern in line with the adjacent Entrada master planned community.

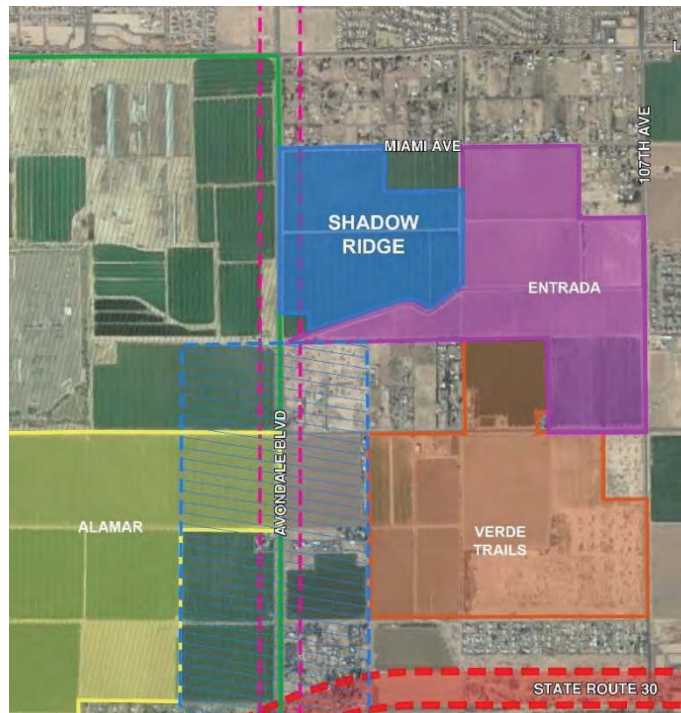
1.2 Existing Property and Surrounding Area Conditions

The Property is adjacent to Miami Avenue and a large-lot single family residential area to the north known as “Raceway Ranchos”, which is zoned Rural – 43, 1 Acre per Dwelling Unit (RU-43) in Maricopa County. The northeast corner of the Project is adjacent to the School, and the southern boundary borders an SRP irrigation channel. The Project is impacted by major overhead power lines that traverse the property east to west, bisecting it roughly in half. Adjacent to the southern property boundary, in separate ownership, is a 40-foot wide parcel that includes a portion of an existing SRP irrigation canal, APN 101-21-004D. The canal is not part of the Project and Shadow Ridge has no need to improve it. Our understanding is that the canal may be conveyed to SRP in the future. The City of Goodyear owns and is developing a pump station on a parcel zoned RR-43 abutting the southwest corner of the Site. When complete the pump station will be screened by a wall to be constructed by Goodyear.

There are several large communities zoned PAD in the immediate area taking advantage of the accessibility to the SR30 freeway. The communities of Entrada, Verde Trails and Alamar are helping to transition the area from a rural farming and agricultural development pattern to one with more suburban residential density master planned communities and subdivisions. See **Figure 2, Surrounding Residential Property** and below aerial map.

Shadow Ridge

PAD Rezone
Project Narrative



Subdivision	Acreage	Lot Count	Lot Size	Gross Density (du/ac)	Year Rezoned
Entrada ⁽¹⁾	177.8	625	45' x 110' 50' x 115' 55' x 120'	3.5	2019
Verde Trails ⁽²⁾	310	738	40' x 55' 50' x 100' 45' x 115' 50' x 120' 58' x 120' 68' x 120' 65' x 115' 70' x 120'	3.25	2018
Alamar ⁽³⁾	1,124	2,203 - 4,212	1,500 - 9,000+ sf	2.0 - 3.7	2018

(1) Lot Count and Gross Density shown are 'target' numbers.

(2) Gross Density shown is 'maximum' allowable, per PAD.

(3) Lot Count and Gross Density range represents 'target' and 'maximum' numbers.

Entrada is an approximately 185-acre planned community generally located northwest of Broadway Road and 107th Avenue and south of Miami Avenue, zoned PAD with 176-acres of residential land use and 9-acres of commercial. The approved 625 residential lots are 45' x 110', 50' x 115', and 55' x 120'. The Commercial component of Entrada will consist of a neighborhood shopping center, which provides retail and service establishments, satisfying the everyday needs of the consumers residing in adjacent neighborhoods. The gross residential density of Entrada is 3.5 DU/ac.

South of Entrada is an approximately 310-acre master planned community known as Verde Trails, approved for 738 residential lots. It is generally located at the southwest corner of 107th Avenue and Broadway Road. The Verde Trails PAD was amended in 2018 to modify lot sizes to address the current home buying market; approved lot sizes range from 2,200 to 8,400 square feet. The total overall gross density for Verde Trails is 3.25 DU/ac.

Southwest of Shadow Ridge, across Avondale Boulevard, is the approximately 1,124-acre master planned community known as Alamar. The community is planned for a variety of lot sizes ranging from 1,500 to 9,000 square feet with an anticipated residential density of 3.29 DU/ac. Approved maximum lot count and gross density is 4,212 lots and 3.7 DU/ac respectively per the PAD.

Table 1, Surrounding Property Information located below provides General Plan Land Use, Zoning, and Existing Land Uses for the surrounding properties.

**TABLE 1
SURROUNDING PROPERTY INFORMATION**

	General Plan Land Use	Zoning District	Existing Land Use
North	Estate/Low Density Residential	RU-43 (Maricopa County)	Large Lot Rural Residential
East	Medium Density Residential	PAD (Avondale)	Agriculture
South	Medium Density Residential	PAD RR-43 (Avondale)	Agriculture
West	Medium Density Residential	PAD (Avondale)	Commercial Dairy & Agriculture

1.3 Existing General Plan

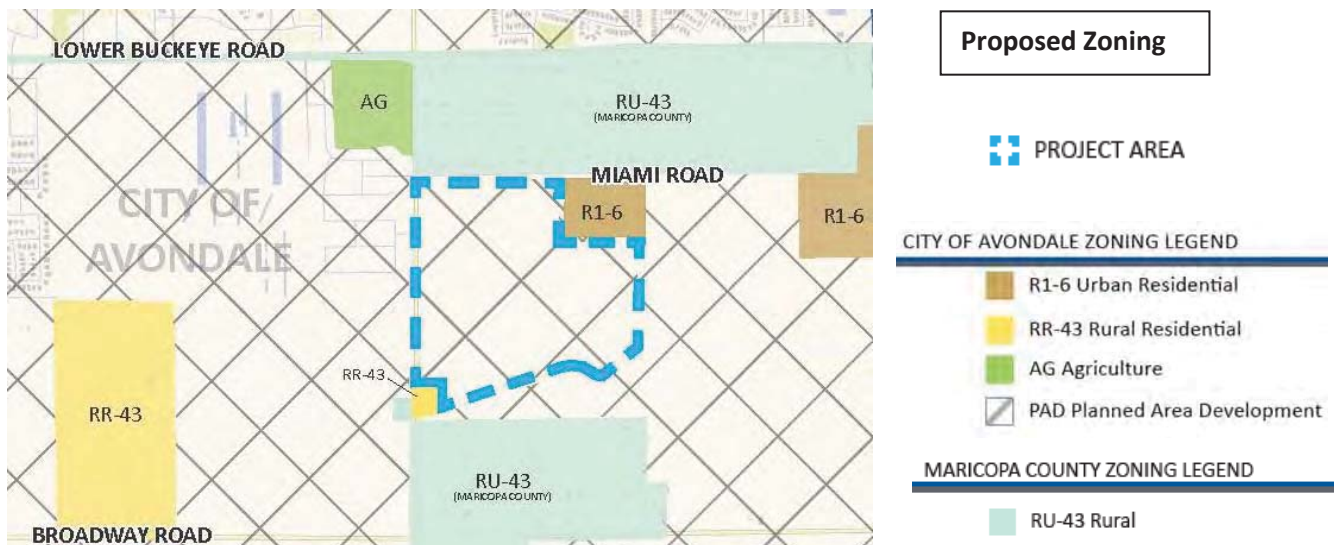
The Site's current land use designation in the GP is Estate/Low Density Residential (ELDR). See **Figure 3, Existing General Plan**. A Major GPA for the Project, filed as Case PL-21-0021, requests an amendment to the Medium Density Residential (MDR) land use designation to moderately increase the existing density range from 1.0 – 2.5 DU/ac to a density range of 2.5 - 4 DU/ac (dwelling units per acre) with a Target Density of 2.5 DU/ac. With 118.5-gross acres the proposed GP Amendment will permit a range of 285 to 455 single family dwelling units. The MDR land use category provides for a suburban lifestyle with planned detached single-family residential communities and neighborhood facilities consistent with the Project's proposed design and with surrounding residential projects. Parks, trails, other open space amenities, and public facilities are also permitted in this category.

Miami Avenue is within the City of Avondale Municipal Planning Area and therefore part of the GPA; however, it is and will remain under the jurisdiction of Maricopa County and has not been included in the companion annexation request.

The Project site is located close to the municipal Planning Areas of the City of Phoenix and the City of Tolleson, both lying east of 107th Avenue and separated by Buckeye Road. Refer to **Figure 4, Context Map**.

1.4 Zoning

The Shadow Ridge Project is currently zoned R1-6 RUPD in Maricopa County with a mix of lot sizes including 45' x 110', 50' x 110', 55' x 110', and a single-loaded street on the south side of Miami Avenue with a typical lot dimension of 80' x 110'. With the School now located on Miami Avenue, the proposed site layout provides for four lot sizes that will yield a diversity of product, similar to the original intent, with extended lot depths. This home diversity will provide opportunities for multiple market segments - first time homebuyers, move-up buyers and buyers who are downsizing - with an overall gross density of 3.6 DU/ac based on 430 maximum lots. The Project includes approximately 28.64-acres of overall open space with 20.3 acres of useable open space, 18% of the net site area of approximately 113.16-acres. Project open space and amenities are centrally located for accessibility to all homes and linked through a multi-faceted pedestrian circulation network. Open space is further detailed below in Sections 2.1 Development Plan and 4.1 Open Space, Trails, and Amenities. See **Figure 5, Existing Zoning Map** and **Figure 6, Proposed Zoning Map**, and below. The proposed PAD zoning is consistent with the nearby master-planned communities.



2.0 PROJECT DESCRIPTION

2.1 Development Plan

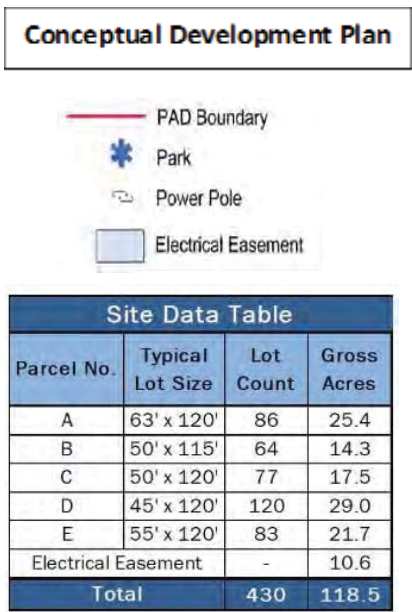
Shadow Ridge is proposing a maximum of 430 single-family residential lots on 118.5-gross acres, for a gross residential density of 3.6 DU/ac. The Community consists of four (4) lot sizes: 45' x 120', 50' x 115'/120', 55' x 120' and 63' x 120' with amenities and open spaces connecting the neighborhoods. The development plan proposes a master planned residential community with approximately 25% of the net site area as open space and 18% of the net site area allocated to useable open space. The majority of the useable open space is centralized and accessible to all residents via an extensive pedestrian system. Shadow Ridge residents enjoy meaningful interaction and enhanced quality of life through the

pedestrian circulation system and multiple amenity areas. The electrical easement serves as a central open space, connecting all residents of the Community. The spine of the pedestrian network is a multi-use trail that runs the length of the electrical easement and creates regional connection opportunities with Entrada and other adjacent properties. Integrated trails and sidewalks link all neighborhoods to this central pedestrian network and provide non-vehicular access to all recreation amenities. An approximate 9.2-acre disc golf course spans the length of the electrical easement. The focal point of the Project amenities is a minimum 7.9-acre central park with a series of themed, interactive gardens linked via a turf ribbon that intersects the electrical easement while connecting the residential parcels north and south of the easement as illustrated in **Figure 12A, Conceptual Landscape Master Plan**. The proposed interactive gardens offer a range of multi-generational recreation opportunities for active and passive enjoyment – a cactus specimen garden, multi-sensory garden, biking hub garden, boulder garden, interactive water garden, citrus/edible garden and a butterfly garden; refer to **Figure 12B, Central Park Enlargement** exhibit. An approximate 3.1-acre informal turf play field with adjacent gathering node and seating area is located between Parcel D and the electrical easement. An abutting trail provides connectivity to the disc golf course, central park and community pedestrian network. The central park and gardens are the social focus of the Community, and a green oasis that lead to an outdoor game area within each phase. The gardens also provide access to the integrated pedestrian system, intersecting the multi-use trail, secondary trail and community sidewalks. Multi-generational recreational amenities are proposed in the outdoor game areas, including shaded playground facilities, two pickleball courts, a gaming area and several ramadas located in the game area north of the electrical easement. The outdoor game area located south of the electrical easement includes a half basketball court, shaded playground facilities and a ramada. Integrated shade sails over the playground areas provide a colorful landmark and frame either end of the turf ribbon. The outdoor game areas, playground equipment and gardens are located within ¼ mile of any home and multiple gathering nodes with seating for social interaction are also within a short walk of all residents. Specific parcel densities, lot sizes and areas may be revised during the platting process but the maximum number of dwelling units per the approved PAD for the Project will not be exceeded.

Primary Project vehicular access is provided from Avondale Boulevard with a full movement entrance serving Parcels A and B north of the electrical easement and another full movement entrance into Parcel D south of the electrical easement. Parcels C and E share an access to 111th Avenue located within Parcel C, north of the electrical easement. Avondale Boulevard and 111th Avenue both intersect Miami Avenue. Adjacent perimeter street improvements will be coordinated with the development of the adjacent property, Entrada to the east and the school site at the southwest corner of 111th Avenue and Miami Avenue. A connection to 111th Avenue and Miami Avenue is required in Phase 1.

The Site is laid out with the larger 63'-wide lots along Miami Avenue to the north, nearest to the Raceway Ranchos community. These larger lots wrap around to the west along Avondale Boulevard north of the electrical easement. The remaining Avondale Boulevard frontage south of the electrical easement is open space and several 45'-wide lots. The electrical

easement runs east-west between parcels creating a point of delineation between the neighborhoods. See **Figure 7, Conceptual Development Plan**, and below.



2.2 Project Character and Theme

The primary theme for the Community is the “outdoor experience” through the central park and themed gardens within a turf ribbon as a focal point and a guidepost to the more active amenity areas. The gardens and turf serve as a central visual and physical link to the outdoor game areas within the central park, one on either side of the electrical easement. The landscaping theme further supports the outdoor experience and themed gardens with edible, desert-adapted landscape plants such as date palms and aloes mixed with colorful, lush plant material and turf focused in areas of pedestrian activity to promote outdoor livability accented with simple manmade materials in walls and hardscapes that convey a casual lifestyle.

2.3 Circulation

Primary Project access is provided from the west along Avondale Boulevard and secondary access is provided from 111th Avenue on the east. Per the 2017 City of Avondale Transportation Plan, Avondale Boulevard is classified as a 4-Lane Minor Arterial to accommodate a raised median. Miami Avenue is classified as an Urban Minor Collector by Maricopa County and will be improved to Maricopa County standards and maintained by Maricopa County. 111th Avenue is classified as a Minor Collector in the City of Avondale. Parcels south of the electrical easement are proposed to be developed in Phase 1. Avondale Boulevard and 111th Avenue shall be improved with the first phase of development. 111th

Avenue improvements will be coordinated with Entrada. The 111th Avenue/Miami connection is required in Phase 1 regardless if Entrada develops or not. Miami Avenue improvements shall be completed in Phase 2. Interior circulation will be via public streets constructed per City of Avondale standards. Turn lanes for site access to be constructed on Avondale Boulevard and Miami Avenue per the Shadow Ridge Traffic Impact Analysis (TIA) dated July 2021. Project entrance roads to Avondale Boulevard will include a landscaped median. Further details of the proposed circulation system and roadway improvements are provided in the TIA. As noted in the TIA, it is not expected that the total traffic volumes on Avondale Boulevard and Miami Avenue will be sufficient to warrant a traffic signal at the intersection within buildout of the Project. As further development occurs in the area, especially to the south, traffic signal warrants at this intersection should be reevaluated.

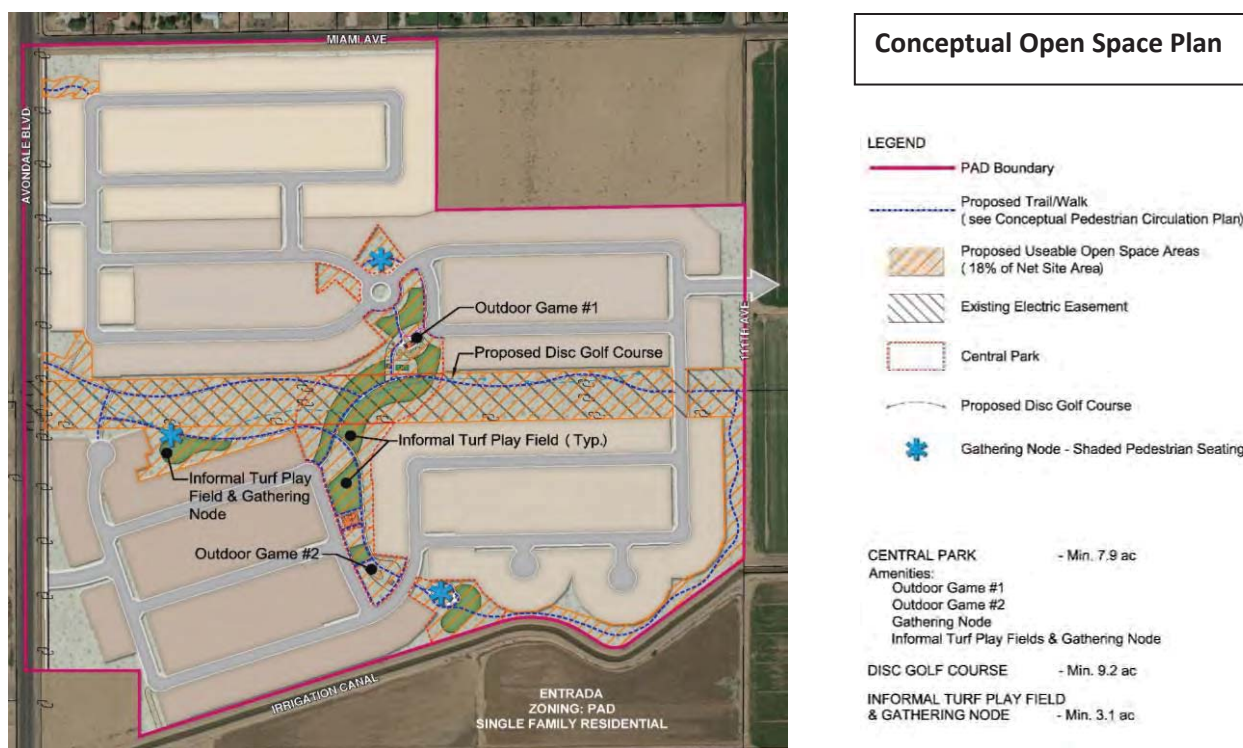
Figure 8, Street Circulation Plan, and **Figure 9, Street Cross Sections** depict the vehicular circulation and street cross sections, respectively. The Project is almost 3-miles south of Interstate 10 via the Avondale Boulevard access and the future SR-30 freeway will be located approximately 1-mile to the south.

A non-motorized pedestrian network serves the Community, providing walkability and connectivity to recreational amenities, open space and adjacent property. The central park and gardens serve as the hub of the pedestrian network, connecting the multi-use trail in the electrical easement, the secondary trail and the sidewalk system. Sidewalks serving the homes connect them to the Community open space, enhancing residents' access to recreational opportunities. Each of the active open spaces are connected by a trail or sidewalk. A multi-use trail within the electrical easement allows for regional connectivity and connectivity to Entrada. **Figure 10, Conceptual Pedestrian Circulation Plan**, depicts the pedestrian circulation for the Community.

2.4 Density and Land Use Justification

Avondale is experiencing high demand for new homes with single-family permits increasing over 400 percent in 2020. This increase was driven in large part by projects located in the area surrounding Shadow Ridge, such as Alamar and Verde Trails. This high-growth area between Interstate 10 and the Estrella Mountains allows residents to take advantage of the enhanced transportation access and limit commute times. With proximity to the future SR30 freeway, GP2030 Growth Area, Avondale Boulevard Employment and Commercial Corridor and the Tres Rios Opportunity Zone, these communities and the proposed Project provide a robust array of new housing options for a young and vibrant population to support an expanding workforce, growing families, out-of-state transplants and help attract additional employment opportunities to Avondale. The lot sizes within the Project have been increased to ensure ample opportunities for rear yard improvements such as pools, outdoor kitchens and ramadas.

The Project total open space, at 25%, is more than required and includes over 20-acres of useable open space with centralized amenities and recreational opportunities throughout. The electrical easement corridor is fully utilized for recreation through the provision of a proposed disc golf course which offers play for multiple age groups. A multi-use trail extends the length of the corridor, allowing for connection to Entrada on the east and regional facilities. See **Figure 11, Conceptual Open Space Plan** and excerpt below.



3.0 LAND USES AND DEVELOPMENT STANDARDS

The requirements of the Zoning Ordinance and Avondale Subdivision Regulations shall apply except where explicitly stated otherwise herein by this PAD. The approved PAD sets forth the development standards for Shadow Ridge. Should a conflict exist between any provision in this PAD and the Avondale Zoning Ordinance and Avondale Subdivision Regulations the PAD shall apply.

3.1 Residential

3.1.1 Permitted, Conditional, Accessory Land Uses

All uses not specifically provided for herein are prohibited, unless a subsequent determination by the Zoning Administrator finds a specific use to be an analogous use to a permitted use.

The following uses are permitted by right:

- Single-family detached dwelling
- Multigenerational living units, including range/oven, subject to the following conditions:
 - i. The unit shall not be rented, leased, or sold separately from the principal residence or otherwise used for compensation.
 - ii. A separate address, water meter, utility meter, driveway, or parking area shall not be permitted for the living unit.
 - iii. If detached from the principal residence, the unit shall apply materials, colors, and architectural style of the principal residence.
 - iv. A detached multigenerational living unit shall meet the location, height and setback requirements required for the principal residence.
- Child care in the home for four (4) or fewer children not related to the residents as an accessory to the primary residential use of the dwellings
- Community garden, one acre or less
- Group home
- Parks and recreation areas, HOA-operated
- School, public

The following uses are permitted with conditions per the City Zoning Ordinance:

- Home occupation, as an accessory to the primary residential use of a dwelling
- Public utility facility required for local service

The following uses are permitted with a Conditional Use Permit:

- Child care in the home for five (5) to ten (10) children not related to the residents as an accessory to the primary residential use of the dwelling
- Child care center in conjunction within a school
- Public utility facility with the exception of those allowed as a Use Permitted with Conditions

3.1.2 Development Standards Modifications

The Residential Development Standards below, **Table 2, Residential Development Standards** shall replace the development standards as shown in the City of Avondale Zoning Ordinance. Deviations from the City's standard are shown in **bold**. It is the intent of these development standards to be comparable to the Avondale R1-5, R1-6 and R1-7 (Single Family Residential) zoning districts with modifications.

**TABLE 2
RESIDENTIAL DEVELOPMENT STANDARDS**

	Avondale R1-7	63' x 120'	Avondale R1-6	55' x 120'	Avondale R1-6	50' x 115'	Avondale R1-5	45' x 120'
Min. Lot Width (ft.)	70	63	65	55	65	50	50	45
Min. Lot Depth (ft.)	110	120⁽³⁾	100	120⁽³⁾	100	115⁽³⁾	100	120⁽³⁾
Min. Lot Area (square feet)	7,000	7,245	6,000	6,325	6,000	5,500	5,000	5,175
Max. Building Coverage (%)	45	55	45	55	45	55	45	55
Max. Building Height (ft.)	30	30	30	30	30	30	30	30
Minimum Yard Setbacks:								
Front Yard (ft.)	20 ⁽¹⁾	20 10 to livable area and side entry garage⁽⁴⁾	20 ⁽¹⁾	20 10 to livable area and side entry garage⁽⁴⁾	20 ⁽¹⁾	20 10 to livable area and side entry garage⁽⁴⁾	20 ⁽¹⁾	20 10 to livable area and side entry garage⁽⁴⁾
Side Yard (ft.)	8	5/8	8	5/5	8	5/5	10/0 ⁽²⁾	5/5
Street Side Yard (ft.)	10	10 5 when adjacent to a 12' landscape tract⁽⁶⁾	10	10 5 when adjacent to a 12' landscape tract⁽⁶⁾	10	10 5 when adjacent to a 12' landscape tract⁽⁶⁾	10	10 5 when adjacent to a 12' landscape tract⁽⁶⁾
Total Side Yards (ft.)	18	13	18	10	18	10	15	10
Rear Yard (ft.)	15	15⁽⁵⁾	15	15⁽⁵⁾	15	15⁽⁵⁾	15	15⁽⁵⁾

⁽¹⁾ Minimum front yard setback may be reduced by five (5) feet when providing a side-entry garage.

⁽²⁾ Minimum 10' separation between buildings on adjacent lots.

⁽³⁾ Minimum lot depth can be decreased by 5' when fronting a street knuckle.

⁽⁴⁾ Minimum 3' stagger required on adjacent lots.

⁽⁵⁾ Minimum 3' stagger required on adjacent lots when backing onto collector and arterial streets.

⁽⁶⁾ A landscape tract with root barrier to accommodate tree planting outside the 8' public utility easement may be less than 12' wide but will be a minimum of 10' wide. See Figure 16, Conceptual Hardscape Details for root barrier detail.

3.1.3 Development Standards Justification

The proposed modifications to development standards support housing diversity and are necessary to develop a high-quality and diverse mix of housing products while providing neighborhoods with ample open space, a range of active and passive recreational opportunities for all ages, and an interconnected pedestrian system. As discussed in Section 2.4 above, the Project provides 18% net useable open space, which exceeds the minimum 15% requirement. More than half of the open space contains active recreational amenities. The proposed development standards are also consistent with the surrounding master planned communities' development standards and transition to a more suburban lifestyle.

Modifications to lot dimensions reflect the evolution of the homebuying market. Shadow Ridge is designed to provide product to multiple buyer segments including first-time buyers, all the way up to growing families looking to relocate into a larger home within a modern community, and empty nesters. The modified dimensions result in increased overall lot area for three of the four proposed lot sizes and increasing the lot coverage allows for more product diversity with single-story options and accessory rear-yard structures.

Proposed modifications to front yard setbacks for livable area and side entry garages allow for more forward living space, reduce garage dominance and provide for additional variation in the street scene. Decreased street side yard setbacks adjacent to 12-foot landscaped tracts (minimum 10-foot landscaped tracts with root barriers), acknowledge that the separation function is achieved by the minimum 10-foot tract and 5-foot setback resulting in 15-feet of separation, which exceeds the 10-foot street side setback requirement.

4.0 OPEN SPACE, THEMING, AND LANDSCAPING

4.1 Open Space, Trails, and Amenities

Diverse and meaningful open space totaling approximately 25% of the net site area is placed throughout the Community and useable open space is focused on a central location accessible to all residents. Useable open space includes both active and passive amenities offered for multiple age groups. The location, type, and programming of useable open space areas are designed to emphasize the Project's "outdoor experience" theme, integrate recreational opportunities and create cohesiveness for all neighborhoods. The 18% net useable open space (approximately 20-acres), exceeds the minimum required 15% open space (net area) as depicted on **Figure 11, Conceptual Open Space Plan**. This open space includes recreational amenity areas, parks, playground facilities, interactive gardens, gathering spaces, turf play fields, non-motorized trails and walks, and improvements to retention areas and the electrical easement corridor. Recreation areas and open spaces are within walking distance of all homes and have been designed to enhance Community safety and security through careful design and siting. Recreation area safety will be further enhanced with lighting. Pole lighting shall be used adjacent to all sport court facilities. Pedestrian scale lighting to be used along open space sidewalks and trails that are within or adjacent to open space amenities and gathering nodes with a minimum of 100-foot spacing. However, no trail lighting to be installed in any electrical easement.

Trails are designed to connect the sidewalk system to the active open space amenity areas internal to the Community, providing pedestrian circulation for all residents of Shadow Ridge. A Utility Access Road/Multi-Use Trail spans the length of the corridor. The Utility Access Road/Multi-Use Trail is a 20-foot wide dual-purpose trail and access to the power lines as needed for maintenance. The power line corridor is fully amenitized with a multi-use trail, sidewalk and trail connections, and disc golf course inclusive of signage and tee boxes. See **Figure 10, Conceptual Pedestrian Circulation Plan** for trail types and locations, and **Figure 14, Conceptual Electrical Corridor Amenity Exhibit** for the electrical easement corridor cross section and anticipated amenities. A trail connection to the adjacent school site will be addressed at the preliminary plat stage if a site plan for the school is available. The school site will be accessible via the sidewalk on 111th Avenue.

Highly amenitized, useable open spaces are centrally and visibly situated, encouraging social interaction and access to a broad range of activities. Themed gardens and gathering nodes

with seating areas supplement the more active amenities and are accessible from the pedestrian network. The central park and turf ribbon is the focal point of the Project amenities while connecting the residential parcels north and south of the electrical easement. Amenities offered in the Community provide recreational opportunities for all generations from tots to seniors through features such as active recreation, passive gathering, or walking/exercise activities. Multiple recreational activities are offered through outdoor game areas, playground facilities, disc golf course, various garden activities and informal turf play fields. Amenities are depicted in **Figures 12A, 13, and 14, Conceptual Landscape Master Plan; Conceptual Outdoor Game Areas; and Conceptual Electrical Corridor Amenity Exhibit**, respectively.

Within the central park, outdoor game area #1 is located north of the electrical easement and accessible from the multi-use trail system that meanders through the easement corridor and to the sidewalk network. Multi-generational recreation activities define this outdoor game area with two pickleball courts; a gaming area consisting of sport courts, bag toss and options for hopscotch, four square or other hardscape surface games; playground facilities; several ramadas; turf play fields and seating. Two gardens are planned adjacent to outdoor game area #1.

Within the central park south of the electrical easement is outdoor game area #2. It includes a half basketball court, playground facilities, a ramada and informal turf play fields. Two gardens are planned adjacent to outdoor game area #2. Three additional gardens are within the central park.

An informal turf play field that could be used for games such as soccer or football, kite flying, family celebrations, picnics, Frisbee and similar outdoor games, plus a gathering node with seating, is adjacent to Parcel D south of the electrical easement. It provides integration with the Project pedestrian network through connectivity to the sidewalk network and the secondary trail that connects to the multi-use trail system in the power line corridor.

The themed, interactive gardens offer various passive and active amenities – a cactus specimen garden, multi-sensory garden, biking hub garden, boulder garden, interactive water garden, citrus/edible garden and a butterfly garden are proposed. They provide activities of interest to all age groups. Each garden will be 2,000-square feet minimum and include trees, seating and the thematic element.

A trail around Parcel E provides a Community walking path and connects to the multi-use trail and the central park.

In addition to the recreational activities within the central park, there are three (3) planned gathering nodes that each have a seating area adjacent to the pedestrian system. These spaces encourage walking and strolling; casual places to gather and socialize.

4.2 Walls and Monumentation

Walls in the Community serve to reinforce the Project theming and offer a sense of security for Community residents. Walls that abut offsite streets are enhanced, solid theme walls for buffering vehicular noise and traffic. The walls abutting Avondale Boulevard shall be 8-feet high for additional privacy. Walls that abut interior Community spaces have been designed to maximize safety and create natural surveillance of open space and recreation areas. Walls that back to open space areas will utilize partial view fence to create an environment focused on natural visibility and observation of adjacent property. Refer to **Figure 15, Conceptual Wall Plan** for wall types and locations and **Figure 16, Conceptual Hardscape Details** for theme walls and entry feature details. Project walls and monumentation shall generally conform to the standards in the Single Family Residential Design Manual unless otherwise amended by this PAD.

4.3 Landscape

The landscape palette and plant material locations have been selected to exemplify the Project theme and focus. **Figure 12A, Conceptual Landscape Master Plan**, depicts parks, amenities and open space, and lists plant sizes and types permitted in the Community. Project landscaping shall generally conform to the standards in the Single Family Residential Design Manual unless otherwise amended by this PAD.

Per the City of Avondale Street Tree Master Plan, the Thornless Mesquite tree is to be used as the primary tree along Avondale Boulevard and the Red Push Pistache tree is to be used as the secondary tree.

4.4 Signage

Signage shall conform to the standards in Section 9, Signs of the City of Avondale Zoning Ordinance unless a comprehensive sign package is approved for the Project.

5.0 DESIGN GUIDELINES

5.1 Residential Design Guidelines

5.1.1 Residential

The majority of the Project will meet the requirements of the Single Family Residential Design Manual. The Project's significant site constraints require certain modifications and clarifications to the subdivision guidelines of the City of Avondale Single Family Residential Design Manual as set forth below. The proposed modifications and clarifications are tailored to meet the intent of the guidelines as applied to the Project.

Section 1 – Subdivision Design

Section 1.1 Lot Design and Street Layout

- 1.1.B “Maximize the number of lots that front onto common open spaces and maximize opportunities for view corridors.”

Shadow Ridge has a significant amount of open space. Lots will front onto the common open space where feasible with the primary goal being a north/south orientation of the lots to maximize the utilization of shade and energy efficiency. Where not feasible, such as along the electrical easement, a view wall may be utilized.

- 1.1.E “Group wider side yards together on some adjoining lots to provide a separation of 20 feet or more between houses.”

Wider yard separation, greater than the minimum side yard setbacks but less than 20-feet will be applied where feasible.

- 1.1.H “Avoid the placement of lots centered on “T” intersections and avoid driveways opposite a “T” intersection to limit headlight intrusion.”

Lots placed on a “T” intersection will be avoided where feasible; however, driveways may be placed opposite a “T” intersection to prevent headlight spillage into the livable part of the home.

- 1.1.L “Provide direct vehicular, bicycle, and pedestrian connections to adjacent residential and non-residential areas through trail development and buffered bike lanes.”

Direct vehicular, bicycle, and pedestrian connections to adjacent residential and non-residential areas will be provided through street and trail development. Buffered bike lanes are not necessary, because the roadways within Shadow Ridge are limited to local street classification.

- 1.1.N “Recess front facing garages a minimum of five feet from the front façade or provide side entry garages to break the uniformity and to vary the street scene.”

In order to create a varied street scene recess or projection of front facing garages a minimum of five-feet from the front façade, side entry garages, staggered front setbacks, livable space forward and/or architectural enhancements such as front porches and/or courtyards will be used to break the uniformity of the street scene.

Section 1.3 Project Theming/Walls & Entry Areas/Landscape

- 1.3.N “Provide a minimum 12’ wide landscape tract (inclusive of PUE) on the side of the lot adjacent to the street.”

Shadow Ridge will provide a 12-foot wide landscape tract where feasible, and a minimum 10-foot landscape tract with root barrier to accommodate tree planting beyond the PUE, on the side of the lot adjacent to the street.

Section 2 – Home Design

Section 2.1 Architectural Design/Materials and Colors

- 2.1.A “Articulate all facades, including variation in massing, roof forms, and wall planes, as well as surface articulation.”

Shadow Ridge will articulate facades visible to public view, which include variation in massing, roof forms, and wall planes, as well as surface articulation.

- 2.1.B “Incorporate architectural elements and details that add visual interest, scale, and character to all sides of the home to include, four-sided pop outs.”

Incorporate architectural elements and details that add visual interest, scale, and character to visible sides of the home from adjacent properties and can include, for example, four-sided pop outs.

- 2.1.D “Incorporate pavers or other similar treatments to driveways.”

Driveway material or treatment, such as plain, salt finish, scored concrete, brick paver, or stamped concreted will be commensurate with the architectural detail of the home.

- 2.1.H “Utilize high-quality, durable, natural materials. Synthetic materials are acceptable if they are sustainable products.”

High-quality, durable, natural materials are encouraged. Synthetic materials are acceptable if they are sustainable or eco-friendly products such as cultured stone or faux shutters.

Section 2.3 Architectural Elements and Details

- 2.3.E. “Incorporate decorative garage doors to assist with the overall design of the front façade. Utilizing “carriage-style” and other non-conventional sectional garage door styles is recommended to provide additional diversity and to better tie in with architectural themes.”

Decorative garage doors are encouraged to assist with the overall design of the front façade. Utilizing “carriage-style” and other non-conventional sectional garage door styles, commensurate with the architectural detail of the home, is recommended to provide additional diversity and to better tie in with architectural themes.

- 2.3.F “Incorporate driveway pavers into more or more homes in each model home complex and provide as an option with each elevation.”

Driveway material or treatment, such as plain, salt finish, scored concrete, brick paver, or stamped concreted will be commensurate with the architectural detail of the home.

Section 2.5 Required Home Diversity

“Single-Family subdivisions shall include a diversity of architectural types as set forth in Table 1.1”

The diversity of architectural types for Shadow Ridge has been modified as follows:

- The minimum of 3 floor plans and 4 elevations per plan (0-99 units per plat) remains unchanged.
- The minimum of 4 floor plans and 4 elevations per plan (100+ units per plat) remains unchanged.
- The minimum of 3 different roof styles per plat (0-99 units per plat) remains unchanged.
- The minimum of 4 different roof styles per plat (100+ units per plat) remains unchanged.
- The minimum of 8 different color schemes per plan (0-99 units per plat) remains unchanged.
- The minimum of **10 different color schemes** per plan (100+ units per plat) has been revised to **8 different color schemes**.
- The minimum of 3 different roof colors (0-99 units per plat) remains unchanged.
- The minimum of 4 different roof colors (100+ units per plat) remains unchanged.

6.0 INFRASTRUCTURE

6.1 Roadway Improvements

Half-street improvements for Avondale Boulevard and 111th Avenue will be completed with Phase 1 development. Improvements to 111th Avenue are to be coordinated with the Entrada development. The 111th Avenue/Miami Avenue connection is required in Phase 1 regardless if Entrada develops or not. Miami Avenue is and will remain a County-maintained roadway. Miami Avenue improvements will be completed with Phase 2.

6.2 Utilities

Table 3, Utility Providers, shown below indicates the utility providers for Shadow Ridge.

TABLE 3
UTILITY PROVIDERS

Utility	Provider
Water	City of Avondale
Wastewater	City of Avondale
Electric	Salt River Project
Natural Gas	Southwest Gas
Phone	Century Link
Cable	Cox Communications

6.3 Water

The City of Avondale will be the water service provider for the Project. The Project will be served by a network of looped 8-inch onsite water mains as well as an existing offsite 16-inch water main along Avondale Boulevard and a future 12-inch main along 111th Avenue. It is anticipated that the Project will be developed in two separate phases. Development improvements for Parcels D and E will occur in Phase 1 and development improvements for Parcels A, B, and C will occur in Phase 2. Phase 1 will make a connection to the existing 16-inch main in Avondale Boulevard. Parcel E will be served by onsite 8-inch mains that will connect through Parcel C to a future 12-inch main in 111th Avenue. This allows Parcel E and all of Phase 1 to independently have multiple points of connection without the Phase 2 developments. The 12-inch water main is proposed to be installed by the Entrada development in 111th Avenue to the east of the Project. However, if the 12-inch main is not installed by the adjacent development prior to the Shadow Ridge improvements, then this 12-inch main will be installed by the Shadow Ridge development. Additionally, an 8-inch water main is proposed along the northern boundary of the Project in Miami Avenue. This water main will extend from Avondale Boulevard east to the northwest corner of the adjacent future school site. It is anticipated that this proposed water main will be parallel to the existing 6-inch main in Miami Avenue to serve the future school site. See **Figure 17, Master Water Plan**.

As Shadow Ridge is developed, the water system will be constructed so that each phase meets all applicable City of Avondale water system requirements for pressure and fire flow, as well as providing for two points of connection to the City's existing water system. Phase 1 improvements will include connecting through Parcel C to the future 12-inch water main in 111th Avenue to the east of the Project. The water infrastructure within each phase will be installed as said phase is developed. All water system infrastructure will be sized for build-out conditions. Water infrastructure needed to serve each phase of development will be determined during the preliminary plat process.

6.4 Wastewater

The City of Avondale will be the wastewater service provider for the Project. Currently, no wastewater infrastructure exists within the Project site. According to the City of Avondale *115th Avenue Sewer Line* plans (AZTEC), there is an existing 30-inch sewer main along Avondale Boulevard (115th Avenue) that transitions to a 36-inch main at the intersection of Broadway Road and Avondale Boulevard. This sewer main runs south along Avondale Boulevard to just north of Roeser Road, where it turns west along overhead power line infrastructure. The sewer main continues west to the City of Avondale Wastewater Treatment Plant (WWTP) located on the west side of Dysart Road. Wastewater flows from the Project will be routed to this plant, which will have a build-out capacity of 15 MGD. See **Figure 18, Master Wastewater Plan**.

The conceptual wastewater infrastructure proposed for Shadow Ridge is comprised of onsite 8-inch gravity sewer mains that generally flow west to one of two separate tie-in points on the existing 30-inch sewer main along Avondale Boulevard. Due to the electrical easement, which separates the Project into Phase 1 and Phase 2, the Project will convey wastewater to two separate outfalls within Avondale Boulevard. Wastewater from Phase 1 (Parcels D and E) will be conveyed to Outfall #1 and wastewater from Phase 2 (Parcels A, B, C and future offsite school site) will be conveyed to Outfall #2. An 8-inch sewer stub is provided for the future school site in Parcel C. The outfalls along the existing 30-inch sewer main in Avondale Boulevard will serve as the collection points for the proposed sewer network.

The system layout is optimized to minimize sewer depths and facilitate proper phasing. Based on existing grade and cover constraints on the Project site, some portions of the longest stretch of sewer mains are proposed at a slope of 0.0040 ft/ft as a steeper slope of 0.0050 ft/ft would result in insufficient cover at the upstream end of the onsite sewer system. The shallower slopes were used only where required, and a steeper slope of 0.0050 ft/ft was used everywhere that the existing grade allows a minimum cover of five feet to be maintained.

The proposed layout of the Project, coupled with the phasing, enables the development of each parcel with dependence on the downstream parcels. For any given phase, the downstream sewer mains required to serve that phase will be constructed at the same time as the sewer mains within that phase. All sewer mains will be sized for build out conditions. Sewer infrastructure needed to serve each phase of development will be determined during the preliminary plat process.

6.5 Drainage

The Project site as well as the surrounding area generally slopes south toward the Buckeye Feeder Canal. The site is currently comprised of agricultural fields, which are divided by irrigation canals and ditches which convey flows toward the Canal. Runoff draining through this area consists of shallow sheet flows over relatively flat terrain, intercepted by the existing irrigation system. The half-street frontage of Avondale Boulevard is not improved with any curbs, and any flows which are not contained within the roadway are conveyed south along

the western edge of the site within an existing concrete lined tailwater ditch. Similarly, the adjacent half-street frontage of Miami Avenue drains east, and flows not contained within the roadway are intercepted by a concrete lined irrigation ditch and conveyed east along the northern edge of the Project.

Existing offsite flows drain south and west towards the intersection of Miami Avenue and Avondale Boulevard and continue to drain south along the western edge of the Project within the existing roadway, or contained within an existing concrete lined tailwater ditch on the east side of Avondale Boulevard. The majority of offsite flows impacting the site from the north drain south and east toward the intersection of Miami Avenue and 111th Avenue, ultimately discharging to an existing tailwater ditch at the southeastern corner of the intersection of Miami Avenue and 111th Avenue. These offsite flows are conveyed south within this tailwater ditch, ultimately discharging to the Canal near the southeastern corner of the site. As stated in the *Master Drainage Report for Entrada*, regional runoff generated east of the Project drains through the Entrada property from the existing Durango Regional Conveyance Channel (DRCC) outfall. A portion of these flows enter the Entrada site north of the Canal and drain west, however are shown to overtop the Canal before reaching the site, and do not impact the Project.

Flows within Miami Avenue frontage will primarily drain to the northeast corner of the site as they do currently. The roadside ditch will be improved to convey these flows within an engineered channel. These flows, along with runoff flows, will be collected in a temporary channel and continue to drain east toward the existing outfall to the earthen tailwater ditch at the southeastern corner of the Miami Avenue and 111th Avenue alignment. It should be noted that this channel may be equipped with an outlet control structure such as an overflow weir, in order to provide retention for the half-street frontage of Miami Avenue, and allow offsite flows to continue to drain east. A temporary drainage basin will be constructed near the southern boundary of the future school site. At this time, it is anticipated that Shadow Ridge will be developed prior to the school, and the proposed temporary basin will retain the 100-year, 2-hour retention volume required for offsite drainage areas.

Onsite retention volume requirements for new developments in Avondale is predicated on the 100-year, 2-hour rainfall depth. The freeboard within retention basins is used to store volume in excess of the 100-year, 2-hour rainfall event, such as a 100-year, 6-hour rainfall. The Project will be designed to provide 100-year, 2-hour retention with an additional 1-foot of freeboard.

Phase 1 contains Parcels D and E. Phase 2 includes Parcels A, B, C and improvements within the electrical corridor. Some additional temporary drainage facilities may be required if Phases 1 and 2 are not mass graded simultaneously. The development is predicated on the assumption that neither the future school site nor the Entrada property are developed prior to Shadow Ridge. In the event that these properties are developed before the Project, the temporary drainage facilities proposed in this report may no longer be required. Additional

detail shall be provided in subsequent drainage reports. See **Figure 19, Master Drainage Plan**.

6.6 Phasing

Development of the Project is anticipated to be completed in two phases as depicted in **Figure 20, Conceptual Phasing Plan**. Phase 1 (estimated start date of 2022) is planned south of the electrical easement and Phase 2 (estimated start date of 2024) is planned to include the electrical easement and north to Miami Avenue. Avondale Boulevard and 111th Avenue will be improved as part of the first phase of development. Improvements to 111th Avenue are to be coordinated with the Entrada development. A 111th Avenue/Miami Avenue connection is required in Phase 1 regardless if Entrada develops or not. Miami Avenue will be improved as part of the second phase of development. The water and wastewater infrastructure needed to serve each phase of development will be determined during the preliminary plat process.

7.0 MAINTENANCE OF COMMON AREAS AND FACILITIES

The Homeowners Association (HOA) will be responsible for maintaining all common areas and facilities within the Community such as the parks, amenity areas, landscaped areas, power line easement corridor, and landscaping along all internal and perimeter streets.

8.0 CONFORMANCE WITH CITY PLANS

8.1 General Plan Conformance

A Major GPA is being processed to amend the Site's land use designation from ELDR to MDR, Case PL-21-0021. The MDR land use (2.5 to 4 du/ac, Target Density of 2.5 du/ac) will permit Shadow Ridge to develop at the target density of 2.5 du/ac and up to 4.0 du/ac through the incorporation of exceptional characteristics as indicated by the 2030 General Plan. Per the General Plan, those characteristics may include such items as *"existing and planned adjacent developments; infrastructure to include streets and parks; neighborhood interaction and sustainability – its walkability, design, amenities, active and passive dedicated open space; and, the overall character of the areas proposed that includes energy efficient design and promotes a healthy and livable community."* The appropriate density will be determined by a multitude of factors and characteristics that should be considered and integrated to increase densities above the target. Upon approval of the Major GPA, the Project will meet the following goals of GP 2030:

Land Use Element

Goal 3: *Promote a strong balance of high quality residential, employment, recreation, and educational land uses.*

Policies:

D. Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity.

The Project abuts a future School and the incorporation of that use into the Project makes this a prime location for a balanced, residential community. The PAD for Shadow Ridge is structured to ensure adequate transitions through placement of the largest lots and an open space tract adjacent to Miami Avenue. These measures will provide a buffer and reduce Project impacts on the large lot single family neighborhood north of Miami Avenue with a natural transition of land use intensity along the Avondale Boulevard arterial and SRP irrigation channel.

Goal 4: Ensure all land use decisions meet the long-term social and economic goals of the community.

Policies:

A. Encourage annexations that benefit the quality of life for Avondale residents and are in the best interest of the City.

The Project is situated within unincorporated Maricopa County and the Avondale Planning Area, adjacent to one of the City's Growth Areas and the Avondale Boulevard Employment and Commercial Corridor. Water and sewer infrastructure is available along the Project's boundaries in Avondale Boulevard and Miami Avenue. Existing overhead power lines along Avondale Boulevard will be converted to underground. The proposed multi-use trail within the SRP power line corridor will provide connections for regional facilities planned in adjacent properties, enhancing the City's recreational opportunities and augmenting previous recreational facility investments.

The Project is currently zoned R1-6 RUPD in Maricopa County and could be developed at the approved RUPD density of 3.9 du/acre, which is higher than the proposed 3.6 du/acre. Lot sizes are similar in the existing RUPD and proposed PAD. Annexation allows the City to have control over the subdivision process and product design to promote compatibility with surrounding single family neighborhoods.

Annexation of the Project will increase the City's allotment of revenue sharing funds as they are allocated based on population. This will increase the overall financial resources available to meet City needs and goals.

The Project anticipates annexation into the City of Avondale, which will provide a revenue source for water, sewer, police, and fire services. The Project will advance the annexation of property into Avondale to bring all land within the Planning Area into the city limits.

B. Require all new development to participate in the required infrastructure enhancements including, but not limited to, street widening and connecting to city water and sewer systems.

The Project will construct required infrastructure improvements to adjacent streets and utility extensions, enhancing the infrastructure for the Avondale community.

Goal 6: Promote regional land use planning and coordination with neighboring communities to develop and maintain sustainable land use patterns.

Policies:

D. Coordinate connectivity opportunities with neighboring communities when creating pedestrian and non-motorized trail systems.

The Project will provide opportunities for regional connectivity, such as a pedestrian system located within the power line corridor, allowing for an interconnected open space network. The type and location of connectivity will be determined through the design process. A multi-use trail within the electrical easement allows for regional connectivity and connectivity to Entrada.

Economic Element

Goal 8: Invest in neighborhood infrastructure, public spaces, and amenities

Policies:

B. Assess and implement methods requiring new residential developments to incorporate specific amenities and designate a specific amount of space for common use by neighborhoods.

The Shadow Ridge community will meet all City requirements for open space, including passive and active recreational amenities. Opportunities for recreation, including the power line corridor, will be utilized to the extent possible and will add value to the Avondale community and residents through the incorporation of a pedestrian network.

Growth Area Element

Goal 2: Encourage economic diversity within growth areas

Policies:

C. Encourage the development of growth areas identified in this 2012 Plan through zoning and other practical and affordable mechanisms.

The Project is adjacent to the Avondale Boulevard Growth Area and its proposed Medium Density residential land use designation maximizes available infrastructure for more

intensive development supported by the future SR30 transportation access and increasing workforce demand.

Housing Element

Goal 4: Require excellence and innovation in residential design and construction

Policies:

A. Encourage builders to construct homes that use the latest energy conservation materials, methods, and techniques.

B. Support creatively designed subdivision layouts, particularly layouts in which open space and recreation areas containing amenities are thoughtfully integrated throughout.

A unified, cohesive community will be created by incorporating the power line corridor and associated easements into a central park that provides a connection between the northern and southern portions of the Project. Pedestrian connections to this central recreation area will be maintained throughout the Community via open spaces and a pedestrian system.

E. Endorse the use of Crime Prevention Through Environmental Design (CPTED) principles when designing residential communities.

Crime prevention and neighborhood safety will be incorporated throughout the Project by focusing natural visibility and awareness of open space and recreation areas through careful design and siting of the homes.

Energy Element

Goal 1: Integrate energy efficiency measures and renewable energy sources into all aspects of Avondale planning.

Policies:

C. Encourage “walkable” communities, vertical development where appropriate, transit, and efficient land use patterns to minimize fuel consumption and energy usage.

The Project is adjacent to a growth area and the Avondale Boulevard Employment and Commercial Corridor as identified in GP2030 and allows for residential uses near commercial and employment uses. A pedestrian system will be designed utilizing the power line corridor to integrate non-motorized connectivity throughout the Community in accordance with SRP guidelines.

Goal 5: Integrate electric power line corridors, electric substations, and other energy infrastructure into future development.

Policies:

B. Require that electric power line corridors and regional drainage channels be developed as active and passive open space amenities for the community allowing for non-motorized connections between neighborhoods.

The power line corridor provides opportunities for regional non-motorized connectivity, such as a trail system that spans multiple projects and enhances the breadth of the trail system for residents of several communities. Specifics of the design and location will be determined through the entitlement and design stage.

Open Space Element

Goal 2: Create linkages to parks, trails, rivers, and mountains.

Policies:

D. Utilize all High Voltage corridors (greater than 69Kv) for passive recreational use to connect to a greenway corridor system.

The power line corridor will incorporate landscaping and recreational opportunities, in accordance with SRP guidelines. In conjunction with other land, the Project can be connected to the Agua Fria River Trail Corridor.

Bicycling Element

Goal 3: Increase recreational opportunities for bicyclists throughout Avondale.

Policies:

A. Take advantage of electrical power line corridors, canals, regional drainage channels, and rivers to develop and enhance a regionally connected multi-modal recreation trail system.

The power line corridor provides opportunities for regional connectivity, such as a multi-modal trail system. The exact design and location will be determined through the design process in accordance with SRP guidelines.

Recreational Amenities Element

Goal 1: Ensure every person has convenient access to safe public parks and affordable recreation opportunities.

Policies:

Continue to ensure that private development provides local, accessible neighborhood parks and tot lots under the management of a Home Owners Association.

The Project will provide neighborhood recreation facilities integrated into the Community within walking distance of all homes. All recreation facilities will be lighted and maintained by the Community's Homeowners Association. Specifics of the recreation facilities design and location will be determined through the entitlement and design stages.

8.2 Avondale Strategic Five-Year Plan

The Avondale Strategic Five Year Plan (Plan) provides a comprehensive vision to create a community that is both family friendly and economically robust. With a young and vibrant population, providing housing options to meet the needs of this demographic is paramount to achieving the goals of the Plan. The Plan's Creative and Sustainable Community Development Outcome Area includes a strategy to "[d]evelop diverse housing options, to include housing that is affordable to workers and close to their jobs." The requested PAD will help implement this strategy by allowing for a suburban residential community in a growing area of Avondale that is responsive to market trends, workforce development and the needs of the community. Shadow Ridge will provide housing options for the labor pool needed to support the many businesses and corporations that look to locate within the City. Ultimately supporting the economic development corridor planned for Avondale Blvd, accessing the enhanced transportation network available from SR-30, and capitalizing on the City's desire to grow a sustainable city, Shadow Ridge will be a highly desirable development that will provide varied housing options coupled with integrated open space that will create and promote a sense of community.

FIGURES

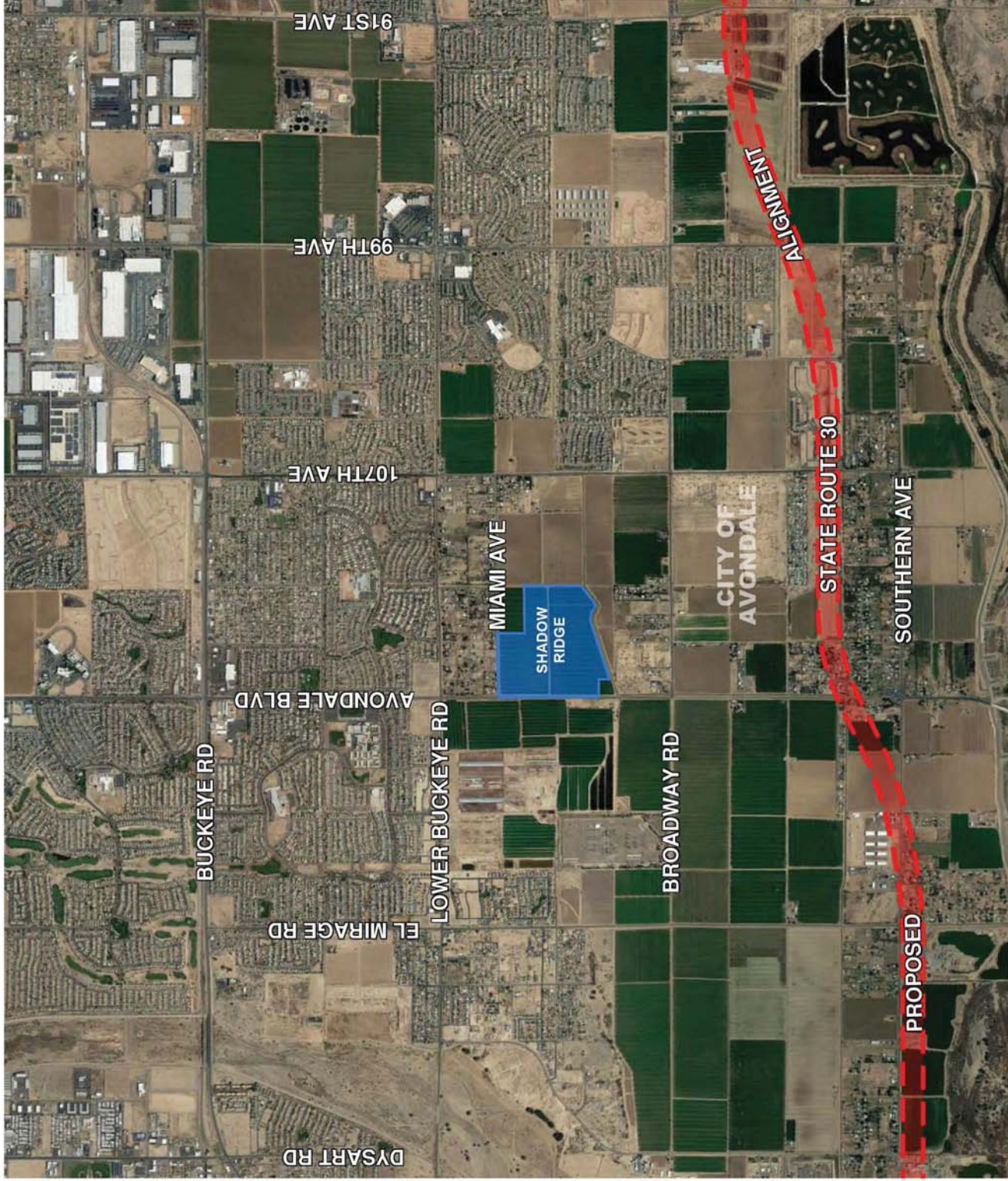
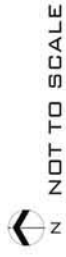
SHADOW RIDGE

AVONDALE, ARIZONA

PLANNED AREA DEVELOPMENT

FIGURE 1

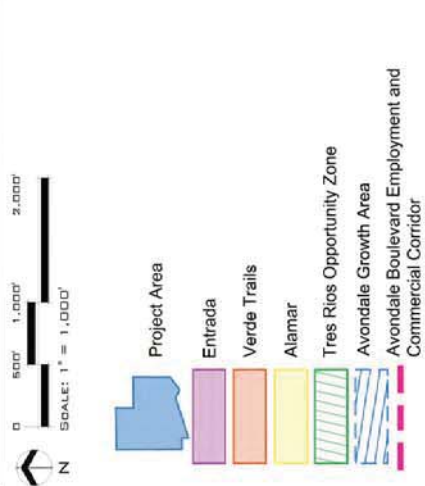
REGIONAL VICINITY MAP



SHADOW RIDGE

AVONDALE, ARIZONA

FIGURE 2
SURROUNDING RESIDENTIAL
PROPERTY INFORMATION



SURROUNDING RESIDENTIAL DEVELOPMENT SITE DATA					
Subdivision	Acreage	Lot Count	Lot Size	Gross Density (du/ac)	Year Rezoned
Entrada ⁽¹⁾	177.8	625	45' x 110' 50' x 115' 55' x 120'	3.5	2019
Verde Trails ⁽²⁾	310	738	40' x 55' 50' x 100' 45' x 115' 50' x 120' 58' x 120' 68' x 120' 65' x 115' 70' x 120'	3.25	2018
Alamar ⁽³⁾	1,124	2,203 - 4,212	1,500 - 9,000+ sf	2.0 - 3.7	2018

(1) Lot Count and Gross Density shown are 'target' numbers.
 (2) Gross Density shown is 'maximum' allowable, per PAD.
 (3) Lot Count and Gross Density range represents 'target' and 'maximum' numbers.

SHADOW RIDGE

AVONDALE, ARIZONA

PLANNED AREA DEVELOPMENT

FIGURE 3

EXISTING GENERAL PLAN MAP



LEGEND

- Planning Area Boundary
- Maricopa County
- Avondale Growth Area
- Avondale Boulevard Employment and Commercial Corridor

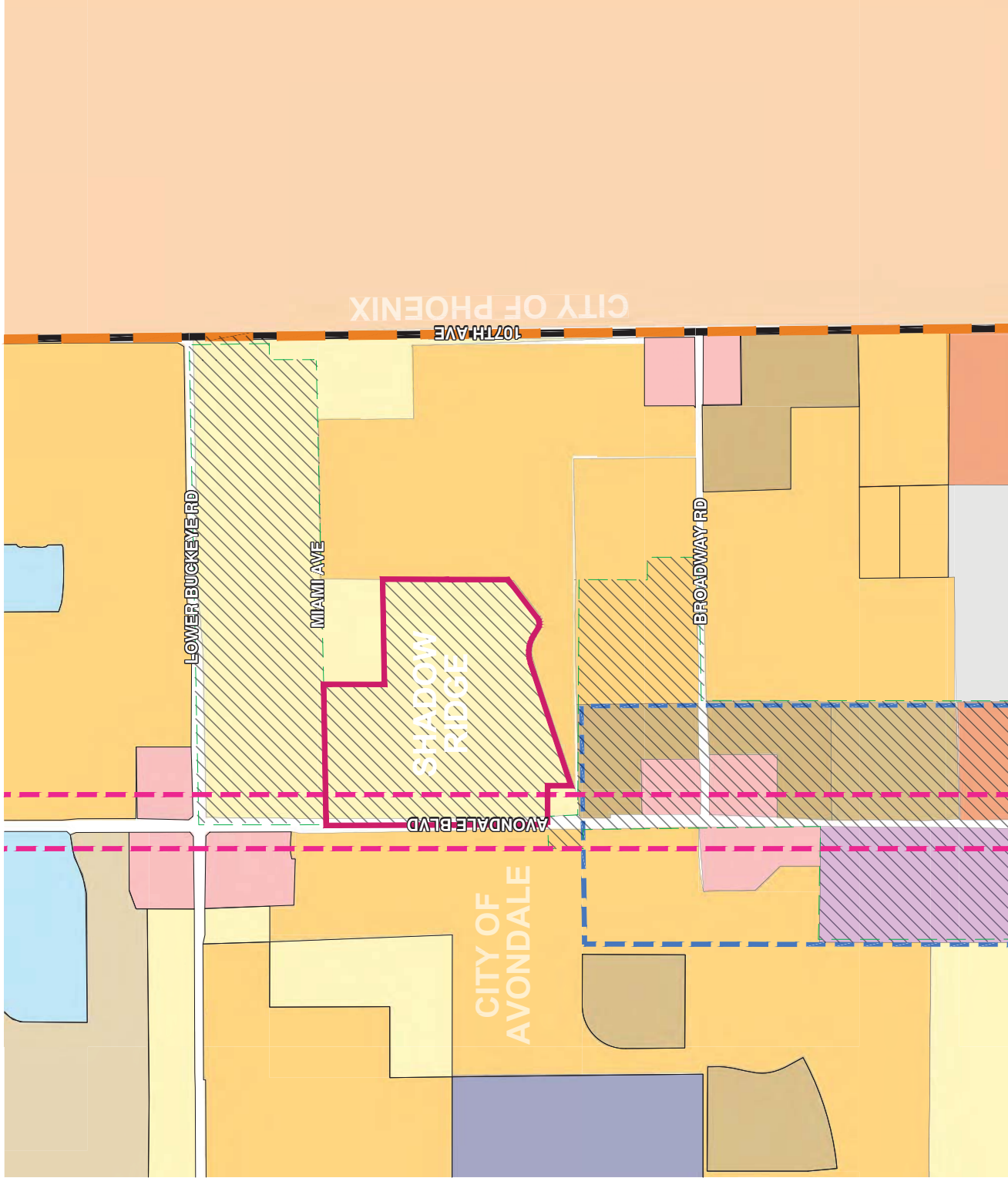
CITY OF AVONDALE GENERAL PLAN LAND USE LEGEND

LAND USE

- Estate/Low Density Residential
- Medium Density Residential
- Medium/High Density Residential
- High Density Residential
- Local Commercial
- Freeway Commercial
- Office/Professional
- Public/Civic
- Mixed Use
- Education

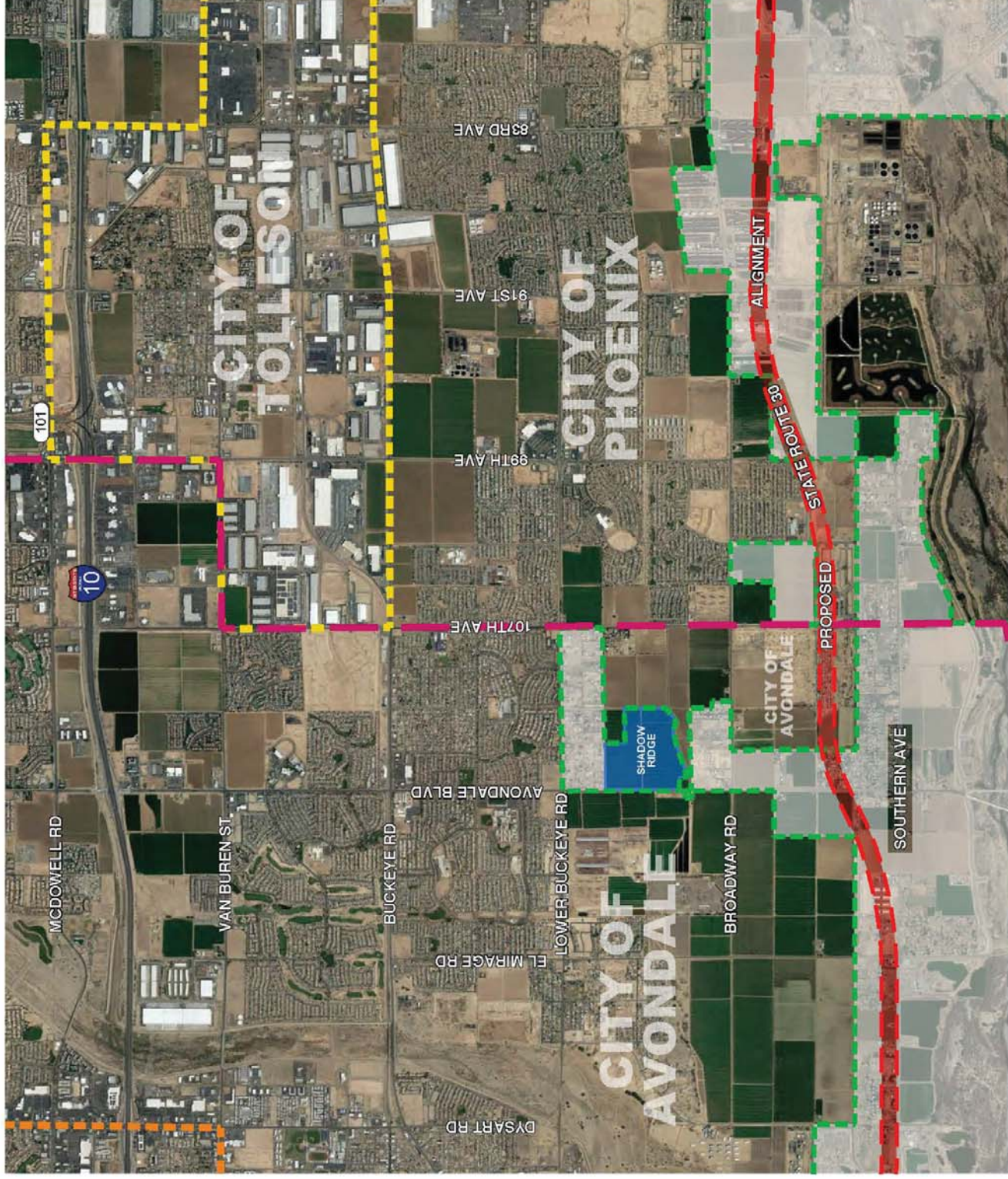
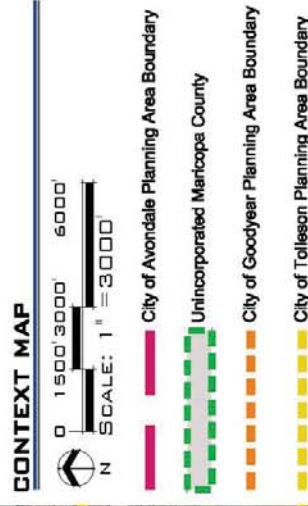
CITY OF PHOENIX GENERAL PLAN LAND USE LEGEND

- Residential 2-3.5 du/ac



SHADOW RIDGE
AVONDALE, ARIZONA

FIGURE 4



SHADOW RIDGE

AVONDALE, ARIZONA

PLANNED AREA DEVELOPMENT FIGURE 5

EXISTING ZONING

PROJECT AREA

CITY OF AVONDALE ZONING LEGEND

- R1-6 Urban Residential
- RR-43 Rural Residential
- AG Agriculture
- PAD Planned Area Development

MARICOPA COUNTY ZONING LEGEND

- RU-43 Rural
- R1-6 RUPD



SHADOW RIDGE

AVONDALE, ARIZONA

PLANNED AREA DEVELOPMENT FIGURE 6

PROPOSED ZONING

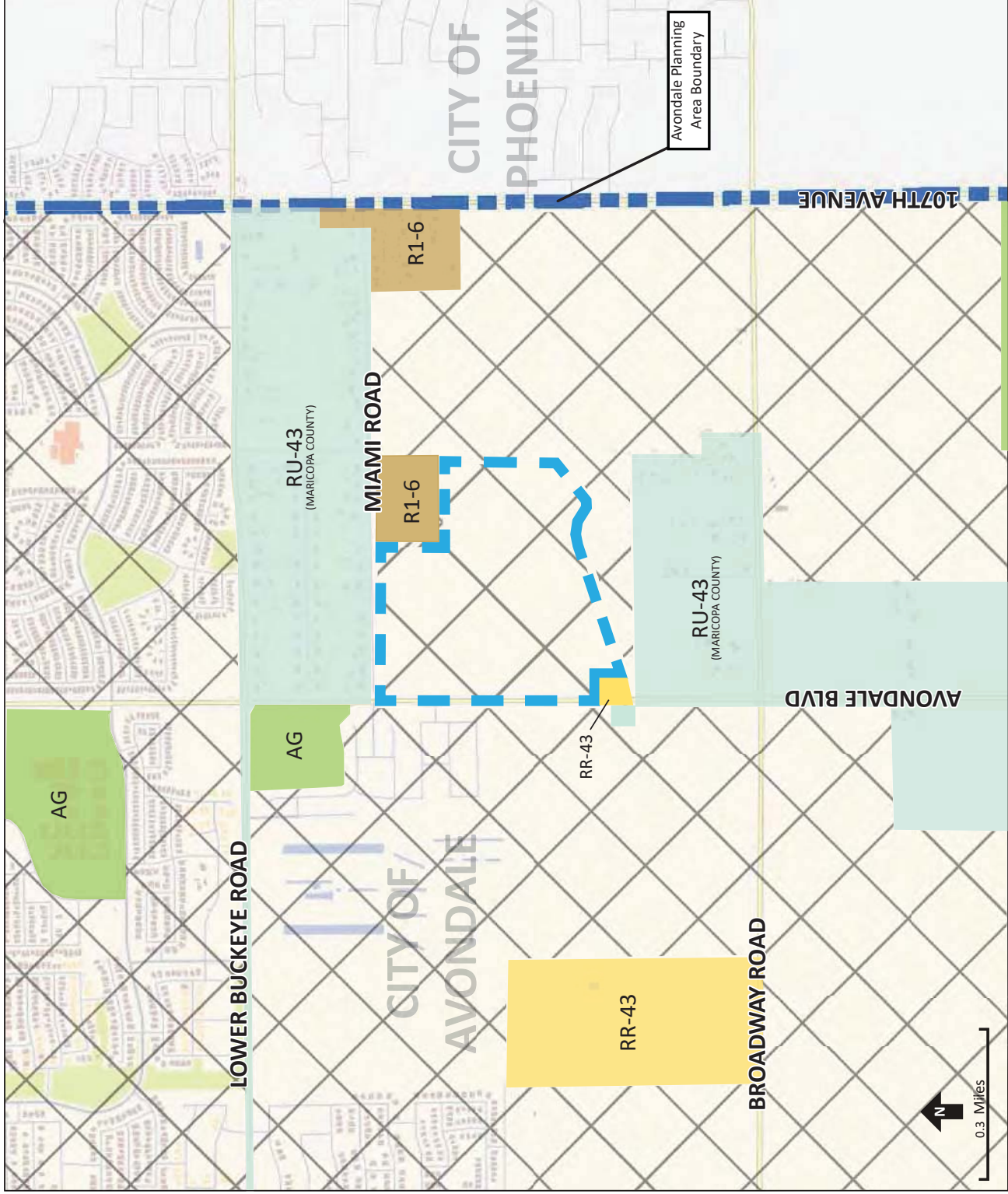
PROJECT AREA

CITY OF AVONDALE ZONING LEGEND

- R1-6 Urban Residential
- RR-43 Rural Residential
- AG Agriculture
- PAD Planned Area Development

MARICOPA COUNTY ZONING LEGEND

RU-43 Rural



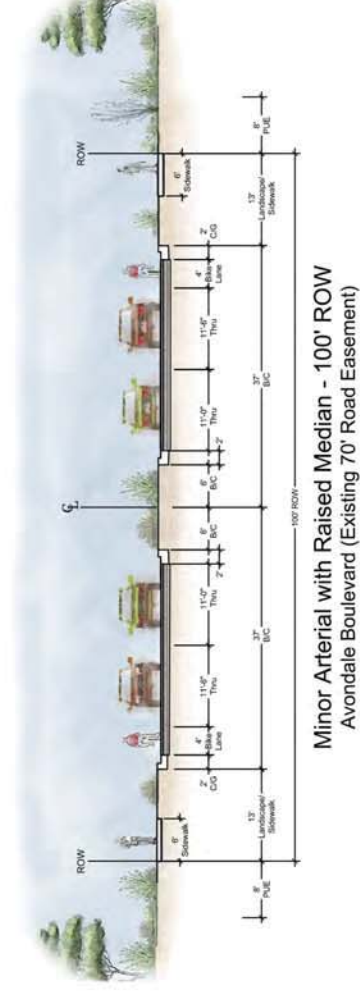
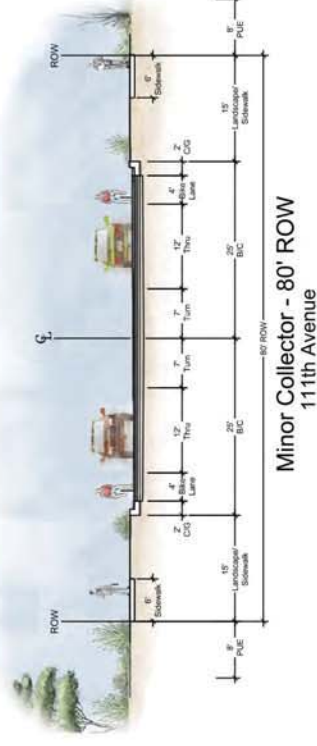
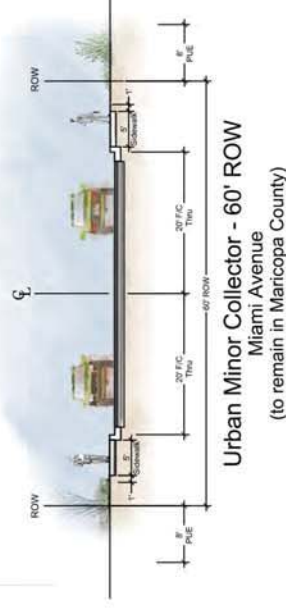
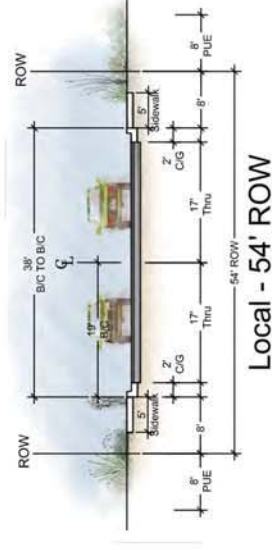
SHADOW RIDGE
AVONDALE, ARIZONA

AVONDALE, ARIZONA

PLANNED AREA DEVELOPMENT
FIGURE 9

FIGURE 9

STREET CROSS SECTIONS



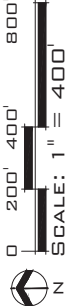
SHADOW RIDGE

AVONDALE, ARIZONA

PLANNED AREA DEVELOPMENT

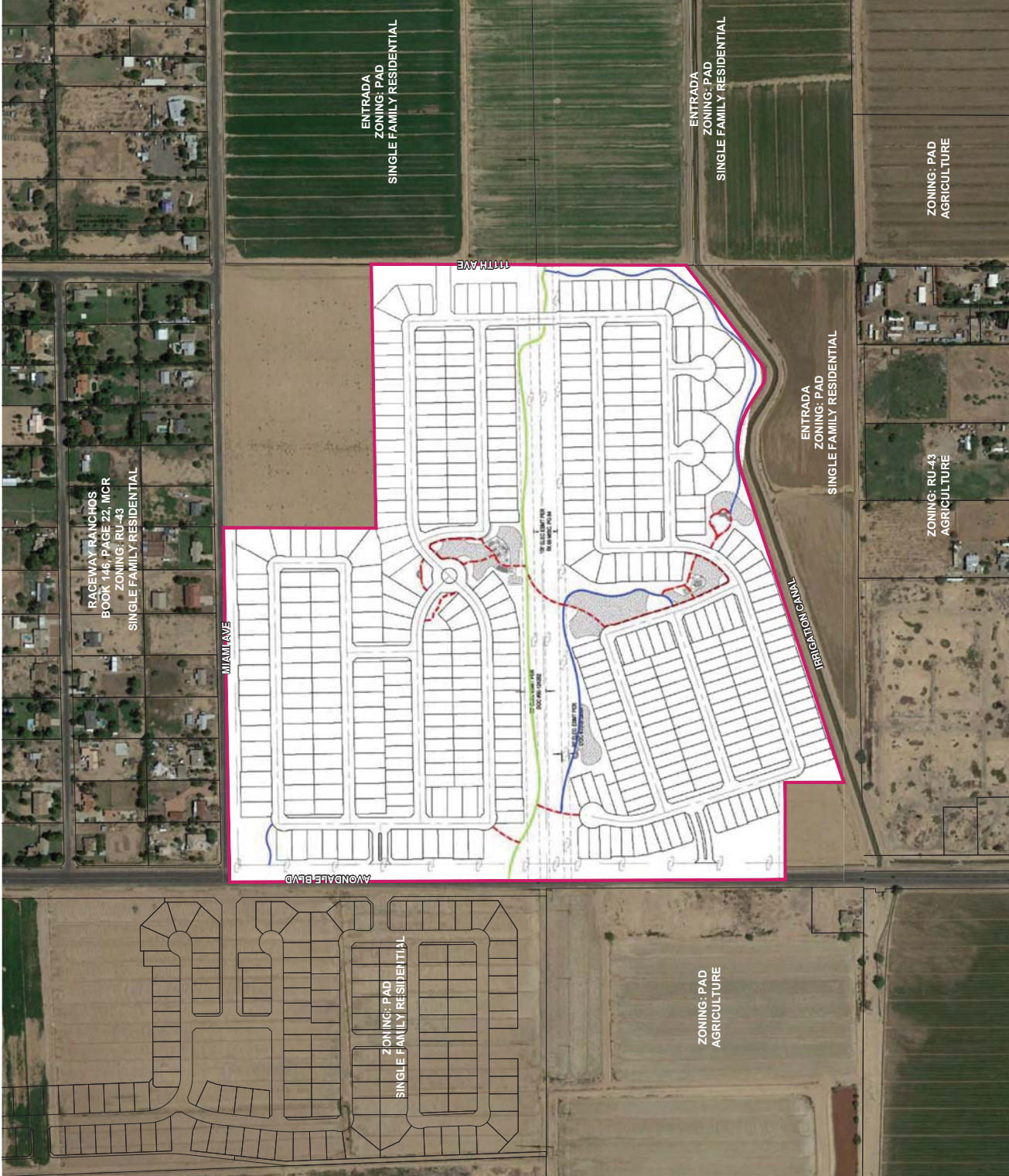
FIGURE 10

CONCEPTUAL PEDESTRIAN
CIRCULATION PLAN



CIRCULATION LEGEND

	TYPICAL CONCRETE SIDEWALK CONNECTIONS
	UTILITY ACCESS ROAD/MULTI-USE TRAIL
	SECONDARY TRAIL



SHADOW RIDGE

AVONDALE, ARIZONA

PLANNED AREA DEVELOPMENT

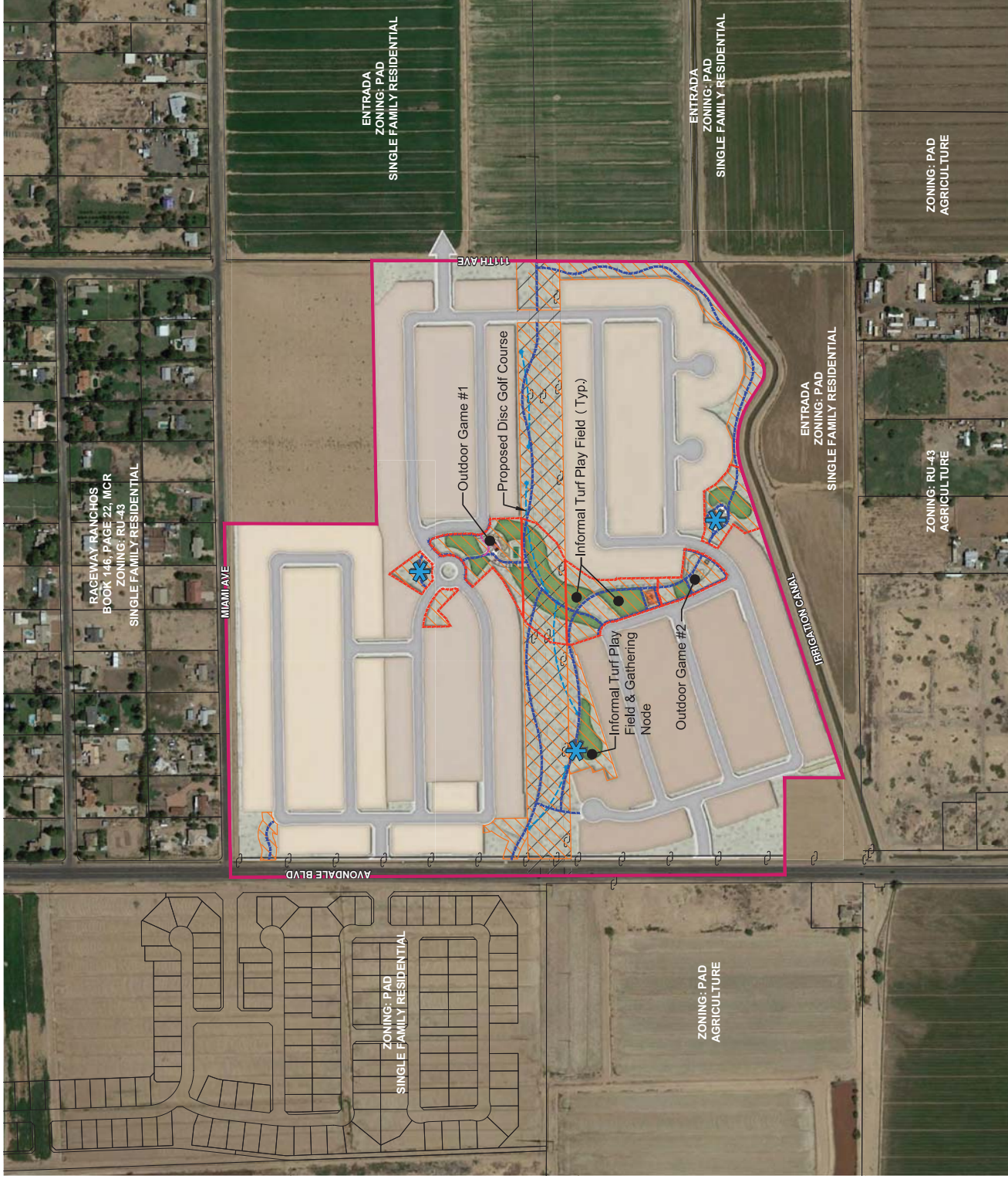
FIGURE 11

CONCEPTUAL OPEN SPACE PLAN



- LEGEND**
- PAD Boundary
 - Proposed Trail/Walk
(see Conceptual Pedestrian Circulation Plan)
 - Proposed Useable Open Space Areas
(18% of Net Site Area)
 - Existing Electric Easement
 - Central Park
 - Proposed Disc Golf Course
 - ✱ Gathering Node - Shaded Pedestrian Seating

- CENTRAL PARK** - Min. 7.9 ac
- Amenities:
- Outdoor Game #1
 - Outdoor Game #2
 - Gathering Node
 - Informal Turf Play Fields & Gathering Node
- DISC GOLF COURSE** - Min. 9.2 ac
- INFORMAL TURF PLAY FIELD & GATHERING NODE** - Min. 3.1 ac



[illegible]

	Large - Midium Canopy Trees* (24" Box Min.)	Medium - Small Canopy Trees* (24" Box Min.)
	PHARGE DACTYLOPERA	MULGA TREE
	PARINSONIA HYBRID	TEXAS EBONY
	FRANKLINIA VELUTINA sp.	DESERT WILLOW
	ELAEUROPA SWANI HILL	RED BARKED PALM
	PARINSONIA PALACE	RED PISH PISTACHE
	QUERCUS VIRGINIANA	THORNLESS CASCAOTE
	ULMUS PARVIFOLIA	

DUE TO PLANT MATERIAL AVAILABILITY, SUBSTITUTIONS FOR PLANT MATERIAL LISTED ABOVE MAY BE USED ANY TIME AFTER THE DATE OF THE PERMIT. NO WATER USE PLAN LIST.

SUB-SECTIONS OR PORTIONS OF PLANT MATERIAL LISTED ABOVE MAY BE USED AS ALTERNATE SUBSTITUTIONS.

ADDITIONAL PLANT MATERIAL MAY BE ADDED TO THE LIST ABOVE DUE TO UTILITY COMPANY OR H.O.A. REQUESTS AND/OR PLANTING RESTRICTIONS WITHIN UTILITY EASEMENTS.

NO TREES TO BE LOCATED WITHIN THE P.U.E., ELECTRICAL EASEMENTS OR ANY OTHER NOTED ESMAT.

FOR THE CITY OF ANCHORAGE STREET TREE MASTER PLAN, THE THORNLESS MESQUITE (*Elaeagnus angustifolia*) IS PROHIBITED, ALONG ANCHOVILLA BAYLON AND THE RED PASH PALM (*Borassus flabellifera*) ARE PROHIBITED AS SECONDARY TREE SPECIES.

SHADOW RIDGE CONCEPTUAL LANDSCAPE MASTER PLAN

SEC OF MIAMI AVE. & AVONDALE BLVD.
OCTOBER 7TH, 2021

SHEET 1

FIGURE 12B



FIGURE 13



OUTDOOR GAME AREA #2

NOTES:

1. POLE LIGHTING TO BE USED ADJACENT TO ALL SPORT COURT AVENUES.
2. PEDESTRIAN SCALE LIGHTING TO BE USED ALONG OPEN SPACE SIDEWALKS AND TRAILS. THE LIGHTING SHALL BE INSTALLED AT A MINIMUM OF 100' SPACING. HOWEVER, NO TRAIL LIGHTING TO BE INSTALLED IN ANY ELECTRICAL USEMENTS OR ADJACENT TO ANY IRRIGATION OR CONVEYANCE CHANNELS.



SHEET 2

SHADOW RIDGE CONCEPTUAL OUTDOOR GAME AREAS

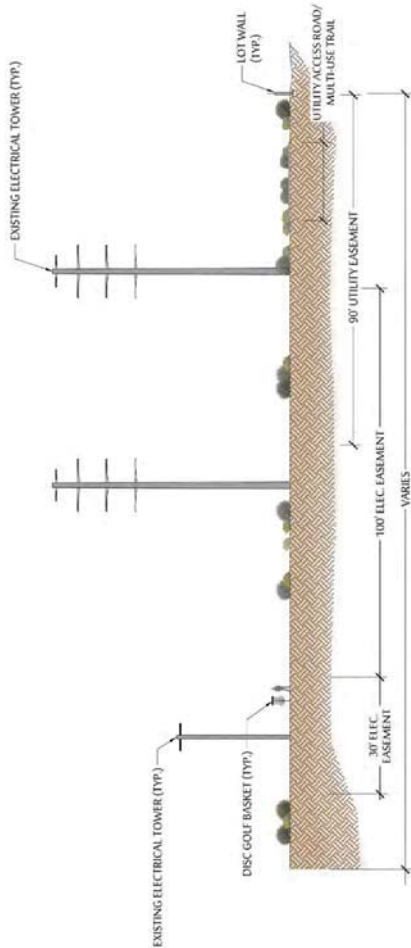
SEC OF MIAMI AVE. & AVONDALE BLVD.
OCTOBER 7TH, 2021



OUTDOOR GAME AREA #1



SHADOW RIDGE
AVONDALE, ARIZONA
PLANNED AREA DEVELOPMENT
FIGURE 14
CONCEPTUAL ELECTRICAL
AMENITY EXHIBIT



ELECTRICAL CROSS SECTION



UTILITY ACCESS ROAD/MULTI-USE TRAIL



DISC GOLF COURSE



DISC GOLF BASKET

SHADOW RIDGE
CONCEPTUAL ELECTRICAL AMENITY EXHIBIT

SEC OF MIAMI AVE. & AVONDALE BLVD.

JULY 13, 2021

8/11/21

NOTE: AMENITY EXHIBIT IS FOR INFORMATION ONLY AND INTENDED TO SHOW
PROPOSED AMENITY EXHIBIT LOCATIONS ONLY AND NOT TO BE USED FOR
PROPOSED AMENITY EXHIBIT LOCATIONS ONLY AND NOT TO BE USED FOR



RACEWAY RANCHOS
BOOK 146, PAGE 22, MCR
ZONING: RU-43
SINGLE FAMILY RESIDENTIAL



SHADOW RIDGE CONCEPTUAL WALL PLAN

SEC OF MIAMI AVE. & AVONDALE BLVD.
JULY 13, 2021

NOTE:
This plan is conceptual and subject to change through the
planning and development process



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JULY 2021
U:\2020\2021\2021\Task Management Company\PROJECTS\SHADOW RIDGE\DWG\DWG 15-Concept Wall Plan.dwg 10/1/2021 1:12:20 AM

SHADOW RIDGE AVONDALE, ARIZONA

PLANNED AREA DEVELOPMENT FIGURE 15

CONCEPTUAL WALL PLAN



WALL PLAN LEGEND

- PRIMARY THEME WALL - SEE DETAIL 'B'
- SECONDARY THEME WALL - SEE DETAIL 'C'
- PROPOSED TREATMENT AREAS (20% of Net Site Driveway)
- PRIMARY THEME COLUMNS - SEE DETAIL 'B'
- SECONDARY THEME COLUMNS - SEE DETAIL 'C'
- PRIMARY ENTRANCE MONUMENT - SEE DETAIL 'A'
- SECONDARY ENTRANCE MONUMENT - SEE DETAIL 'A'

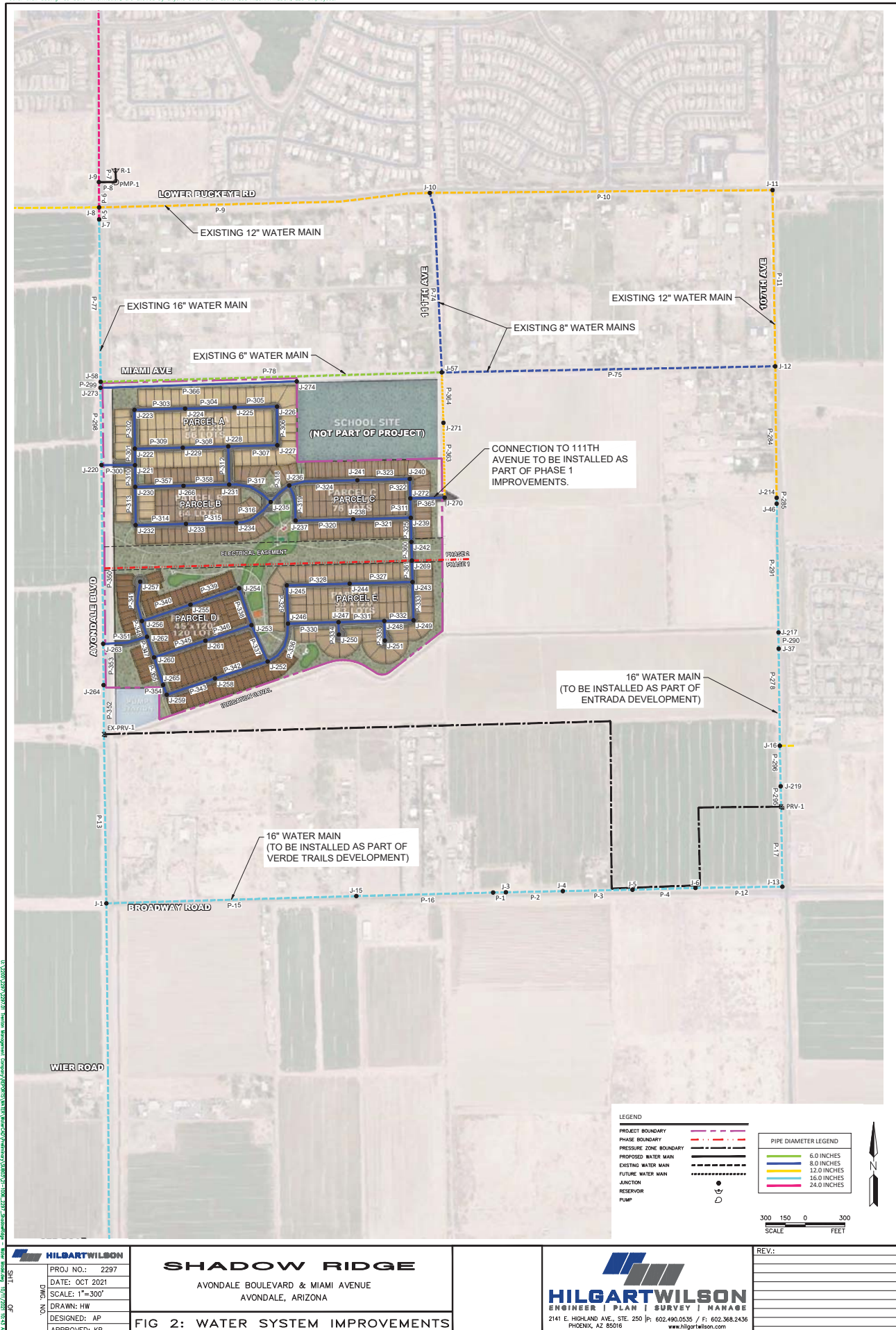
AMENITIES

- Disc Golf Course Min 9.2 ac

NOTES:

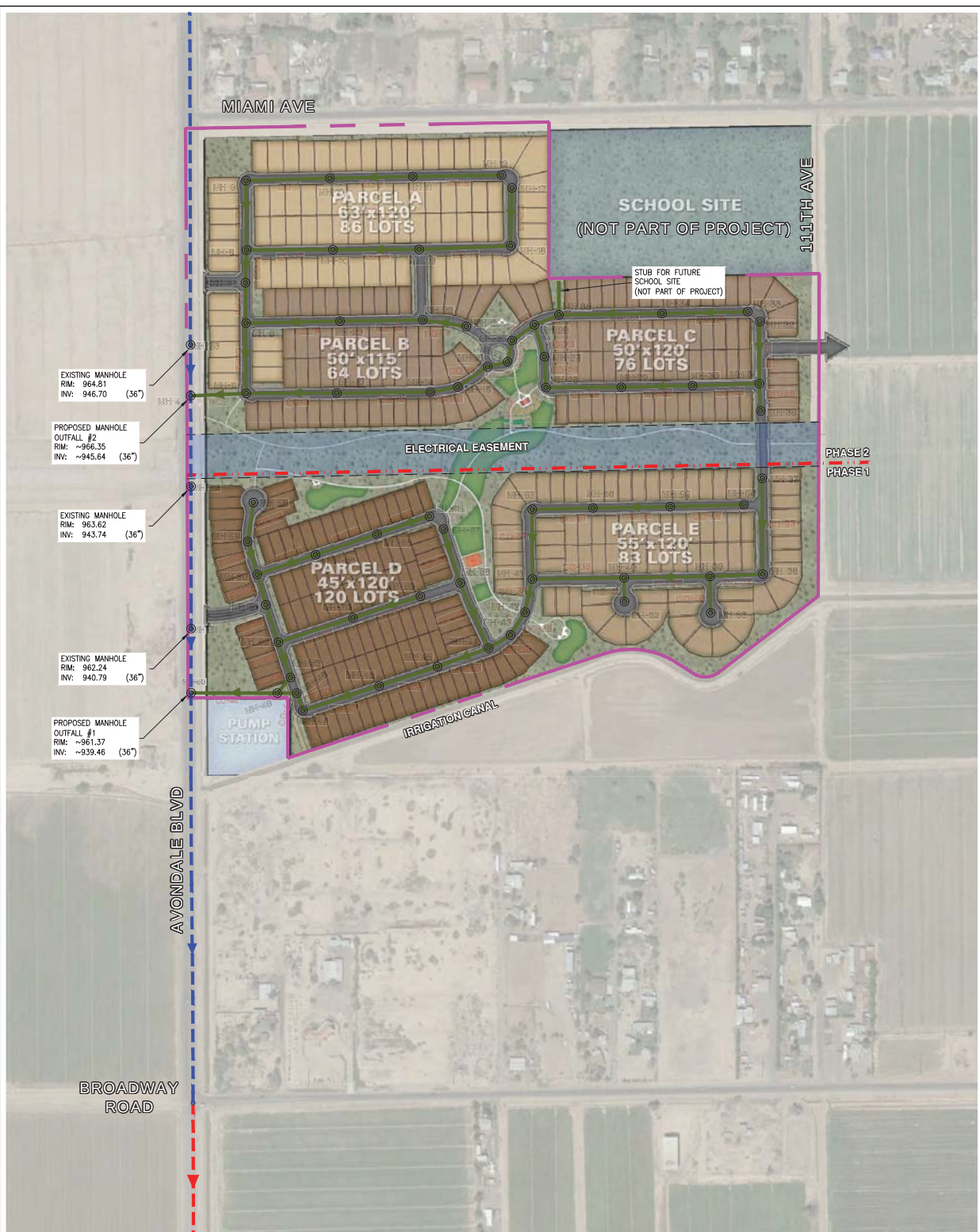
- SEE THE CONCEPTUAL HANDSCAPED DETAILS SHEET FOR ALL DETAILS
- APPROXIMATELY 10% OF THE SITE AREA MIN 0.8 ac
- LOTS WITH VIEW FENCING MUST MAINTAIN VIEW FENCING AND CANNOT PROPOSE A BLOCK WALL WHERE VIEW FENCING IS SHOWN.

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LEGEND

PROJECT BOUNDARY	
PROPOSED SEWER MAIN	
EXISTING SEWER MAIN	
SEWER MANHOLE	

COLOR CODING LEGEND CONDUIT: DIAMETER (IN)

	≤ 8.0
	≤ 30.0
	≤ 36.0



400 200 0 400
SCALE: 1" = 400'

PROJ. NO.:	2297
DATE:	OCT 2021
SCALE:	1" = 400'
DRAWN BY:	AP
CHECKED BY:	KP

SHADOW RIDGE
AVONDALE BOULEVARD & MIAMI AVENUE
AVONDALE, ARIZONA

FIG 2: WASTEWATER SYSTEM IMPROVEMENTS

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PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

SHADOW RIDGE

AVONDALE, ARIZONA

PLANNED AREA DEVELOPMENT

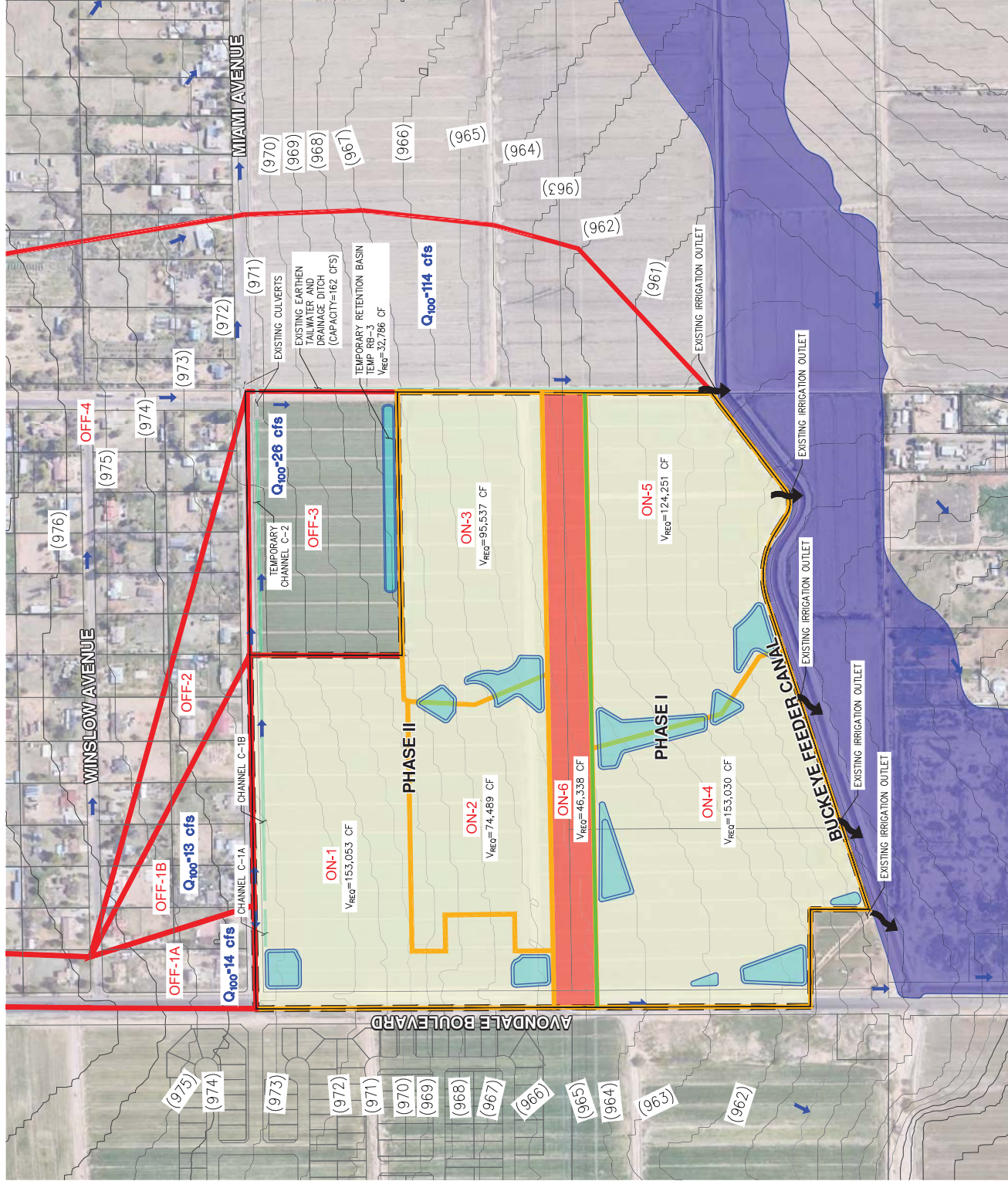
FIGURE 19

MASTER DRAINAGE PLAN



LEGEND

- Project Boundary
- Drainage Area (Onsite)
- Drainage Area (Offsite)
- Drainage Channel (Proposed)
- Fema Flood Plan
- ON/OFF-XX Drainage Area ID
- Q₁₀₀-XXX cfs 100-year Peak Flow
- [] Retention Basin
- [] Existing Retention Basin
- [] Flow Arrow (Offsite)
- [] Ultimate Outfall
- [] Culvert Crossing (Existing)



SHADOW RIDGE

AVONDALE, ARIZONA

PLANNED AREA DEVELOPMENT

FIGURE 20

CONCEPTUAL PHASING PLAN



LEGEND

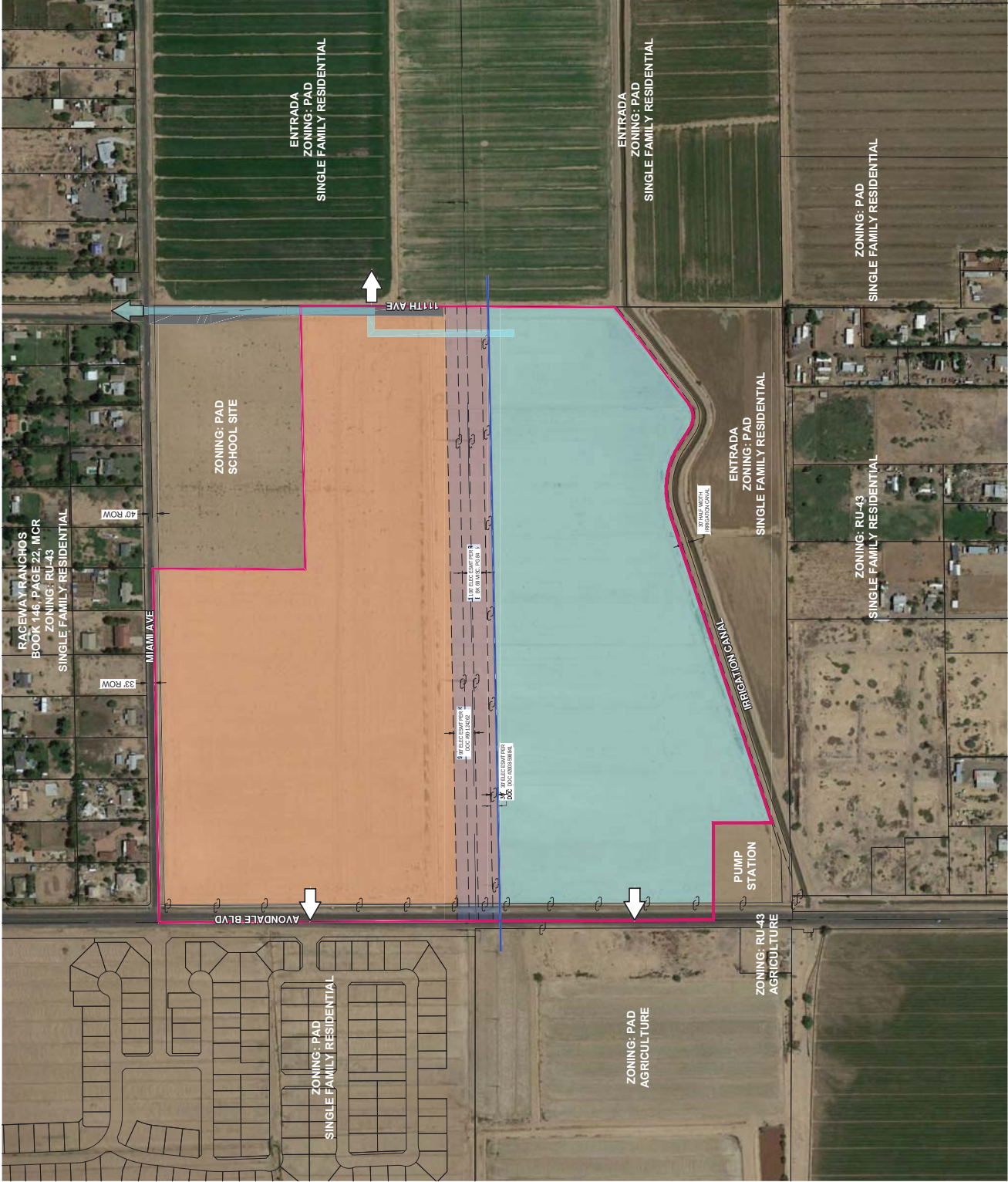
- Project Boundary
- Phase Line
- Phase 1
- Phase 2
- 11th Avenue Improvements

NOTES:

- Electrical easements plotted to the best of our ability per Land Survey Services PLC ALTA dated 4-8-19.
- 11th Avenue improvements to be coordinated with Entrada. 11th Avenue/Miami connection is required in Phase 1 regardless if Entrada develops or not.

3. Phasing Schedule:

- Development Type - Max. 430 Single Family Residential Lots
Gross Density - 3.6 du/ac
- Improvements - Phase 1: (estimated start date 2022)
- 11th Ave/Miami Ave improvements
 - Avondale Blvd. Improvements
 - Road improvements per TIA
 - Water improvements per Prelim. Master Water Report & Prelim. Plat
 - Wastewater improvements per Prelim. Master Wastewater Report & Prelim. Plat
 - Drainage improvements per Prelim. Master Drainage Report & Prelim. Plat
- Phase 2: (estimated start date 2024)
- Miami Ave improvements
 - Road improvements per TIA
 - Water improvements per Prelim. Master Water Report & Prelim. Plat
 - Wastewater improvements per Prelim. Master Wastewater Report & Prelim. Plat
 - Drainage improvements per Prelim. Master Drainage Report & Prelim. Plat





CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for General Plan Amendment, Annexation, & Rezone has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Shadow Ridge Project Manager: Cindy Paddock
 Request: Land use change from Estate/Low Density to MDR Acreage/Parcel Size: 113.7 AC
 Current Density Allowed: 2.5 du/ac Density Proposed: 3.6 du/ac
 Total number of residential units proposed: 430

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes ☒ No ☐

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed?

Yes ☐

No ☒

If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes No

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: February 18, 2021

School District: Tolleson Union High School District #214

District Superintendent: Nora Gutierrez

Phone #: 623-478-4001

E-mail: nora.gutierrez@tuhsd.org

Signature: _____

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010
www.avondaleaz.gov/developmentservices



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for General Plan Amendment, Annexation, & Rezone has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

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Current Density Allowed: 2.5 du/ac Density Proposed: 3.6 du/ac
Total number of residential units proposed: 430

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes ☒ No ☐

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

The anticipated classroom impact will be addressed by developer agreement in place.

Is a school site within the proposed development needed?

Yes ☒ No ☐

If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes No

If answered yes, please explain below:

A District impact agreement has been signed by Larry Management INC/Littleton ESD #65.

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 5-12-2021

School District: Littleton ESD #65

District Superintendent: Dr. Roger Freeman

Phone #: (623) 478-5611

E-mail: Freeman.roger@littletonaz.org

Signature: 

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010
www.avondaleaz.gov/developmentservices

Shadow Ridge

Summary of Neighborhood Meeting

August 31, 2021
PL-20-007 & PL-20-0021



Neighborhood Meeting – Shadow Ridge

PL-20-007 & PL-20-0021

August 31, 2021

City staff and the development team joined at 5:52 PM. Andrew Yancey began the presentation at 6:02 PM. The following members of the project team were in attendance:

Carolyn Oberholtzer – BFSO Law
Andrew Yancey – BFSO Law
Cindy Paddock – Hilgart Wilson
Lisa Kazan – Trenton Management Company
Mike Schwab – Land Advisors

The following members of City staff were in attendance:

Michelle Simerdla – Avondale Planning Staff
Kevin Murphy - Director of Development and Engineering Services

Mr. Yancey introduced the project with a PowerPoint presentation, showing exhibits detailing the region, jurisdiction, and nearby infrastructure. He noted the property is zoned R1-6 RUPD in Maricopa County and explained that the existing zoning case from 1999 allows for 4 lot sizes and covered more area than just the Shadow Ridge property. He then described the applicant's proposal to annex the Shadow Ridge property into City of Avondale and request PAD zoning for 430 single-family residential lots on 118 acres. Since the County approved the existing zoning case, a portion of the original area was included in the adjacent Entrada rezoning in the City of Avondale, and the Littleton Elementary School district acquired the property at the southwest corner of 111th Avenue and Miami Avenue for the development of a K-8 school. The remaining 118 acres make up Shadow Ridge.

Mr. Yancey went on to present the current and proposed General Plan designations and the conceptual development plan which includes 4 lot sizes with 18% usable open space and 25% overall open space. The development plan includes the largest lots along Miami Avenue, and the open space is oriented with a disc golf course and multi-use trail running east-west through a 10-acre electrical easement that bisects the property and a north/south amenitized green belt including 7 themed gardens with active and passive recreation activities and a connected trail system. Within the greenbelt, he noted there are gaming areas, water features for kids, playgrounds, and a half basketball court. He then showed the landscape plan with trees lining the perimeter of the Project and showed how no homes will be more than a quarter mile from the themed garden amenity area.

The presentation included the pedestrian circulation plan with trail connectivity throughout the project as well as detail about the proposed vehicular circulation. Lastly, he outlined upcoming hearing dates.

Vice Mayor Malone and Councilmember Dennis attended the meeting with no members of the public joining. The Development Team then engaged in the following general dialogue with the councilmembers.

Councilmember Dennis asked about the change in General Plan designation from ELDR to MDR and expressed concerns about Avondale maintaining sufficient ELDR land and future land for half-acre and acre lots.

Mr. Yancey pointed out that the Property is along the Avondale Commercial and Employment Growth corridor in the General Plan along which there is strong market activity in the nearby master plans for traditional suburban densities. The request represents only a 6% reduction in the ELDR land north of the Estrellas and that there are over 30,000 acres of ELDR designated land within Avondale's Planning area.

Ms. Oberholtzer added that there are large lot opportunities north of Miami where acre lots stretch for one mile between Avondale Boulevard and 107th Avenue. With this property being adjacent to the future school site, the area south of Miami is well-suited for suburban densities. She also noted that the city-wide General Plan update that is underway is a great opportunity to look at other potential ELDR areas that may be better suited for the more rural designations.

Councilmember Dennis asked what the large lots to the north are. Councilmember Dennis also asked if those lots were under County standards.

Ms. Oberholtzer responded that they are low density ranchettes and remain in the County but with the annexation of this property, would be eligible for annexation.

Vice Mayor Malone also had concerns about losing low density areas. Vice Mayor Malone asked about Avondale Boulevard south of Lower Buckeye having higher traffic in the future and what the project will do for that.

Mr. Yancey explained that the TIA does recommend deceleration lanes for the project entrances. Ms. Oberholtzer noted out the property's physical limitations with the irrigation channel to the south limits north/south connectivity and that the project design sought to limit direct access to Miami from within the project and instead use 111th. Staff added that additional comments would be forthcoming that may require connection to Miami from within the property. Littleton's plans for the school site were also discussed as a factor in analyzing circulation options.

The meeting concluded at 6:55 PM.

Exhibit G

From: [Alison Alison](#)
To: [Michelle Simerdla](#)
Subject: Shadow Ridge Rezoning
Date: Wednesday, September 15, 2021 8:39:24 AM

⚠ This email arrived from an external source. Please exercise caution when opening attachments or clicking on links. ⚠

Dear Ms. Simerdla,

I am writing to ask about the rezoning of Shadow Ridge Development at the SE corner of Miami Road and Avondale Blvd. I received a postcard about a hearing that took place August 31st. I was out of state that day and unable to "attend".

I am not knowledgeable about how local government works so I don't know where to look to see the decisions about zoning etc...

Could you tell me how to find the decisions about this rezoning proposition? I can see it was not a public hearing (which doesn't make sense to me since the public was invited to attend and had the opportunity to ask questions...) and that "no official action will be taken". So, I realize that this rezoning request may not have been addressed yet.

If I had a say, I would request it not be rezoned. I think keeping the corridor from Southern to Lower Buckeye, the east side of Avondale Blvd, as rural as possible is much more ideal than packing in houses as absolutely as tightly as possible. There is already so many neighborhoods jam packed with houses and they are being built as I write in this very area. The rural quality of our area is being diminished and that is a loss we will all regret.

I appreciate your help!
Alison Hall

Exhibit H



Received by applicant 11/22/2021

ORDINANCE NO. 2068-1221

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 118.47 ACRES GENERALLY LOCATED AT THE SOUTHEAST CORNER OF AVONDALE BOULEVARD AND MIAMI AVENUE, AS SHOWN IN APPLICATION PL-21-0087, AND REZONING SUCH PROPERTY FROM URBAN RESIDENTIAL (R1-6) TO PLANNED AREA DEVELOPMENT (PAD).

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”), pursuant to ARIZ. REV. STAT. § 9-462.04, to change the zoning description for $\pm$ 118.47 gross acres generally located at the southeast corner of Avondale Boulevard and Miami Avenue, as shown in application PL-21-0087, from Urban Residential (R1-6) to Planned Area Development (PAD) (the “Zoning Atlas Amendment”); and

WHEREAS, all due and proper notices of the public hearings on the Zoning Atlas Amendment held by the City of Avondale Planning Commission (the “Commission”) and by the City Council were given in the time, form and substance provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, on November 17, 2021, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing the Commission recommended approval; and

WHEREAS, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on December 13, 2021; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the City Council has considered the individual property rights and personal liberties of the residents of the City before adopting this Ordinance; and

WHEREAS, the City Council has considered the probable impact of the Zoning Atlas Amendment on the cost to construct housing for sale or rent and finds that the proposed Zoning Atlas Amendment will have no probable impact on the cost to construct housing for sale or rent.

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

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

SECTION 2. The Zoning Atlas Amendment, is hereby approved, for $\pm$ 118.47 gross acres generally located at the southeast corner of Avondale Boulevard and Miami Avenue, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. Development shall conform to Shadow Ridge PAD Narrative dated October 12, 2021, except as modified by these conditions.
2. All perimeter off-site improvements to Avondale Boulevard shall be completed in the first phase of development. All perimeter off-site improvements to Miami Avenue, shall be completed in the 2nd phase of development.
3. Phase 1 shall have a connection to Avondale Boulevard and to Miami Avenue completed prior to the City issuing the 31st house permit in Phase 1.
4. Developer will be responsible for $\frac{1}{4}$ of the design and construction costs of a future traffic signal at Miami Boulevard. The developer's contribution will not exceed \$175,000. Payment is due before Phase 2 permits are issued.
5. The SRP channel along Avondale Blvd shall be tiled in Phase 1.
6. If the parcel to the south of the subject property is purchased by the property owner of Shadow Ridge and becomes part of the Shadow Ridge project, the SRP channel will be required to be tiled.
7. The developer may be responsible for additional water rights and infrastructure necessary to support the demand of the subdivision.
8. A trail connection to the school shall be coordinated during the Preliminary Plat phase.
9. Grandfathered groundwater rights for the property shall be extinguished and pledged to the City of Avondale's designated account (58-106097.0004) prior to issuance of any construction permits for any portion of the project.

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

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
December 13, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2068-1221

[Legal Description and Map]

See following pages.

**SHADOW RIDGE
PAD - REZONE
LEGAL DESCRIPTION**

That portion of the West half of Section 19, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, recorded as Special Warranty Deed 2019-0116450 and more particularly described as follows:

COMMENCING at the Northwest corner of said Section 19, being a found 3" brass cap flush marked "LS 21782";

Thence South 00 degrees 15 minutes 28 seconds East (Basis of Bearings) along the West line of said Section 19 a distance of 1322.32 feet to a found brass cap in a hand hole marking the Northwest corner of Lot 2 of Section 19 and the **POINT OF BEGINNING**;

Thence North 88 degrees 59 minutes 52 seconds East along the North line of said Lot 2 and the North line of the Southeast quarter of the Northwest quarter of Section 19 a distance of 1475.98 feet;

Thence South 00 degrees 13 minutes 03 seconds West, parallel with the east line of the Northwest quarter of Section 19 a distance of 635.00 feet;

Thence North 88 degrees 59 minutes 52 seconds East parallel with the North line of the Southeast quarter of the Northwest quarter of Section 19 a distance of 1100.00 feet to the East line of the Northwest quarter of Section 19;

Thence South 00 degrees 13 minutes 03 seconds West, along said East line a distance of 690.63 feet to the Center of Section 19;

Thence continuing South 00 degrees 13 minutes 03 seconds West along the East line of the Southwest quarter of Section 19 a distance of 619.65 feet to the North line of the St. John's Ditch, recorded in Book 161 of Deeds, Page 231;

Thence, for the next five (5) courses along the northerly right-of-way line of the St. John's Ditch, recorded in Book 161 of Deeds, page 231, Official Records, lying 37.50 feet parallel with and concentric to the centerline of said St. John's Ditch;

Thence South 52 degrees 38 minutes 31 seconds West a distance of 510.91 feet to the beginning of a tangent curve, whose radius bears North 37 degrees 21 minutes 29 seconds West a distance of 87.50 feet;

Thence westerly along said curve through a central angle of 70 degrees 10 minutes 31 seconds a distance of 107.17 feet to a point of tangency;

Thence North 57 degrees 10 minutes 58 seconds West a distance of 82.73 feet to the beginning of a tangent curve, whose radius bears South 32 degrees 49 minutes 02 seconds West a distance of 337.50 feet;

Thence westerly along said curve through a central angle of 51 degrees 03 minutes 18 seconds a distance of 300.74 feet to a point of tangency;

Thence South 71 degrees 45 minutes 44 seconds West a distance of 1356.76 feet;

Thence, leaving said right-of-way line, North 00 degrees 00 minutes 00 seconds East a distance of 244.08 feet;

Thence North 90 degrees 00 minutes 00 seconds West a distance of 405.00 feet to the West line of Lot 3 of Section 19, from whence the Southwest corner of said Lot 3 bears South 00 degrees 13 minutes 47 seconds East a distance of 330.88 feet;

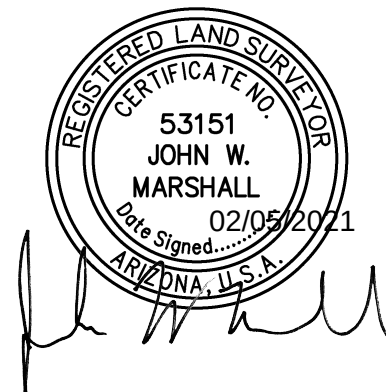
Thence North 00 degrees 13 minutes 47 seconds West along said West line a distance of 990.70 feet to a found brass cap in a hand hole marking the West quarter corner of Section 19;

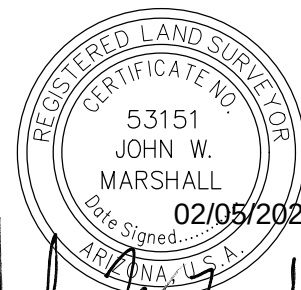
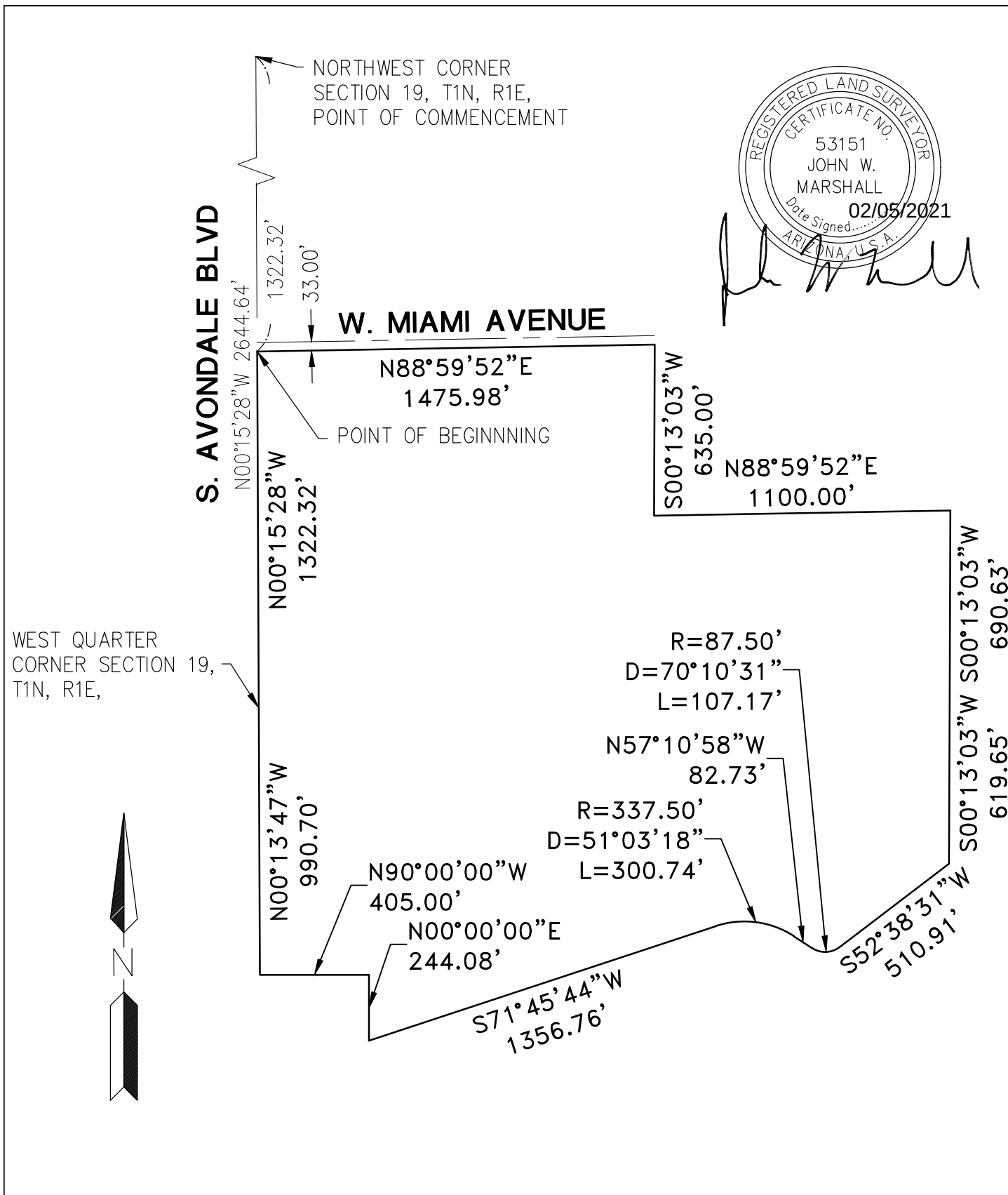
Thence North 00 degrees 15 minutes 28 seconds West along the West line of Lot 2 of Section 19 a distance of 1322.32 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 5,160,552 sq. ft. (118.4700 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 2297
Date: Feb. 2021





John W. Marshall

PROJ.NO.: 2297	SHADOW RIDGE	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: FEB 2021		
SCALE: NTS	MARICOPA COUNTY, AZ	
DRAWN BY: KM	EXHIBIT	
CHECKED BY: JWM		

CITY COUNCIL REPORT

SUBJECT: Public Hearing - Resolution 1109-1221 - Hermosa Ranch - Major General Plan Amendment - Application PL-21-0001

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-1012

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

STRATEGIC PLAN:

Strategic Outcome: Creative and Sustainable Development

- Strategy: Develop diverse housing options, to include housing that is affordable to workers and close to their jobs.
-

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Resolution 1109-1221, approving the Hermosa Ranch Major General Plan Amendment, a Major Amendment to the Avondale General Plan Land Use Map 2030 submitted by Carolyn Oberholtzer with Bergin, Frakes, Smalley & Oberholtzer PLLC on behalf of TGV Investments Voting Trust and Rexco DC, LLC concerning approximately 318 gross acres of land at the southwest corner of Avondale Boulevard & Lower Buckeye Road. The proposal would amend the land use designations of the area from Estate Low Density Residential, Medium Density Residential and Local Commercial to Business Park.

BACKGROUND:

The Property includes the Diamond P Ranch Planned Area Development (PAD) on approximately 245 acres (Case No. Z-07-4), Fleming Farms PAD on approximately 50 acres (Case No. Z-05-18), and an additional approximately 16.6 acres at the southwest corner of Lower Buckeye Road and Avondale Boulevard, formerly known as Fleming Farms Commercial. Preliminary plats were prepared for Diamond P Ranch, but never approved. Subdivision plats were approved for Fleming Farms and recorded in 2008, and a final plat for the residential portion of the development was recorded in 2008. Fleming Farms Commercial was originally part of the Fleming Farms PAD but removed from the PAD in 2011 and reverted to the Agricultural zoning district (Ordinance 1493-412). The Property is currently operated as a commercial dairy and associated agricultural uses.

The surrounding General Plan Land Uses are below:

North: Local Commercial (LC); Rural Low Density Residential (RLDR)

South: Medium High Density Residential (MDHR)

East: Estate Low Density Residential (ELDR); Medium Density Residential (MDR) "proposed"

West: Medium Density Residential (MDR); Public/Civic

SUMMARY OF REQUEST:

The Major General Plan Amendment request (Application PL-21-0001) will change the land use designations of the property 308.9 net-acres of property from Estate Low Density Residential (ELDR) on approximately 48.1 net acres, Medium Density Residential (MDR) on approximately 244.4 net acres, and Local Commercial (LC) on approximately 16.4 net acres to Business Park (BP) for the full 308.9 net acres. Avondale Boulevard, which borders the eastern edge of the property, is designated as the Avondale Boulevard Employment and Commercial Growth Corridor which is identified in the Avondale General Plan 2030 as a Development Corridor Emphasis Area. The Property is also located just north of, and adjacent to, the South Core Growth Area which calls for “medium density commercial and employment uses”.

PUBLIC PARTICIPATION:

The sixty (60) day review period, as required by statute began on July 22, 2021 and ended September 20, 2021. Staff provided public hearing notices in accordance with state statute and the City of Avondale Zoning Code.

As required by the Arizona Revised Statutes the Commission held a public hearing for public comment on this request on October 20, 2021.

ANALYSIS:

The City Council must determine that the proposed amendment meets four (4) findings prior to recommending approval. Staff's analysis of each of the required findings is presented below.

1. The development pattern contained on the land use Plan inadequately provides sufficient sites for the use or change proposed in the amendment.

- Based on the General Plan analysis there is adequate Business Park and Employment uses within Avondale to support future development.

2. The amendment constitutes an overall improvement to the 2012 Plan and is not solely for the good or benefit of a particular landowner or owners.

- The proposal is surrounded by all Residential Land Uses and inclusion of an employment use (Business Park) is not advisable.

3. The amendment will not adversely impact the community as a whole or a portion of the community by: (1) Significantly altering the acceptable land use patterns; (2) Requiring larger and more expensive public infrastructure improvements including, but not limited to, roads, water and wastewater, and public safety facilities than would otherwise be needed without the proposed change; (3) Adversely impacting the existing land uses.

- The amendment alters acceptable land use patterns by introducing employment land uses in a residential land use area.

- The City's water portfolio can handle the growth of housing, commercial, and light industrial; however, the addition of a data center would put too much demand and strain on the system to produce and treat capacity. Water usage for a data center can use amounts that would serve tens of thousands of single-family residential homes. The City needs to complete a study for a new or expansion of a water treatment plant which would be occurring in the next fiscal year and potential construction around 2025. Developing a data center during a time of uncertain water supplies can negatively impact overall residential and commercial development plans for Avondale.

4. That the amendment is consistent with the overall intent of the 2012 Plan and other adopted plans, codes and ordinances.

- Currently, the land uses of the site and surrounding properties support residential uses and like uses not that of employment uses.

DISCUSSION:

The entirety of the site, approximately 308.9 net acres, is proposed to be amended to Business Park (BP). The Business Park designation allows for employment based uses that require significant infrastructure and would function quite differently than residential uses which the site currently allows for.

BUDGET IMPACT:

No budget impacts at this time.

RECOMMENDATION:

City Council will conduct a public hearing and **DENY** application PL-21-0001 Hermosa Ranch, a Major Amendment to the General Plan 2030 Land Use Map changing the Land Use Designation of the subject property from Estate Low Density Residential (ELDR), Medium Density Residential (MDR), and Local Commercial (LC) to Business Park (BP).

PROPOSED MOTION:

I move that the City Council **DENY** application PL-21-0001 Hermosa Ranch, a Major Amendment to the General Plan 2030 Land Use Map changing the Land Use Designation of the subject property from Estate Low Density Residential (ELDR), Medium Density Residential (MDR), and Local Commercial (LC) to Business Park (BP).



Hermosa Ranch Tech Campus

MAJOR GENERAL PLAN AMENDMENT

PL-21-0001

Submitted January 4, 2021

Re-Submitted June 29, 2021

3rd Submittal August 06, 2021

Carolyn Oberholtzer

Bergin, Frakes, Smalley + Oberholtzer, PLLC

4343 E. Camelback Rd., Suite 210

Phoenix, Arizona 85018

coberholtzer@bfsolaw.com



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III.	Major General Plan Amendment Review and Analysis	3
IV.	Findings	8
V.	Conclusion.....	9
	TAB A, Appendix	10

Exhibit 1 | Aerial Map

Exhibit 2 | General Plan Map

Exhibit 3 | Zoning Map

Exhibit 4 | Tres Rios Opportunity Zone



Involved Parties

Property Owner

TGV Investments Voting Trust / Rexco DC, LLC

Nick Vanderwey + Terry Klinger

2241 E. Colter St.

Phoenix, Arizona 85016

602.955.0582

NickVdwey@aol.com

Terry@rexcollc.com

Zoning Attorney

Bergin, Frakes, Smalley + Oberholtzer, PLLC

Carolyn Oberholtzer

4343 E. Camelback Rd., Suite 210

Phoenix, Arizona 85018

602.888.7860

coberholtzer@bfsolaw.com

I. Introduction

TGV Investments Voting Trust/Rexco DC, LLC (together, "Applicant") has successfully assembled approximately 318 gross acres (308.9 net acres) at the southwest corner of Avondale Boulevard and Lower Buckeye Road (the "Property") to facilitate the development of a large-scale employment center, within the Tres Rios Opportunity Zone (the "Opportunity Zone") and along the Avondale Boulevard Employment and Commercial Corridor, established in the Avondale General Plan 2030 ("General Plan"). See Exhibit 1 | Aerial Map attached at **Tab A**. The Opportunity Zone was established following the adoption of the General Plan as one of three Opportunity Zones (the "Zones") in the City, and this Property is in the northern gateway location of that Opportunity Zone. These Zones attract new investment through the opportunity to defer capital gains taxes on the sale of any opportunity zone assets for qualified projects such as a major employment user, and this Major General Plan Amendment will help to harness the interest that these Zones generate.

This Major General Plan Amendment ("MGPA") requests a change from Estate Low Density Residential ("ELDR") on approximately 48.1 net acres, Medium Density Residential ("MDR") on approximately 244.4 net acres, and Local Commercial ("LC") on approximately 16.4 net acres to Business Park ("BP") for the full 308.9 net acres. Avondale Boulevard, which borders the eastern edge of the property, is designated as the Avondale Boulevard Employment and Commercial Growth Corridor which is identified in the Avondale General Plan 2030 ("General Plan") as a Development Corridor Emphasis Area. The Property is also located just north of, and adjacent to, the South Core Growth Area which calls for "medium density commercial and employment uses". Employment uses at the Property will provide a transition of intensity in alignment with these planning efforts.

Avondale experienced significant new growth along the Van Buren Street corridor with the planning and development of commerce parks, and the McDowell Road corridor has seen the development of medical, health and technology related uses. The requested land use modification of BP on this Property will help to establish the Avondale Boulevard Employment and Commercial Corridor as envisioned in the General Plan in this rapidly increasing growth area near existing infrastructure and the SR 30. Further, the Property has access to existing utility and power infrastructure, and the 230 kV Rudd Substation (the "Substation"), which provides reliable, available power capacity for major employment uses.

Property History

The Property includes the Diamond P Ranch Planned Area Development ("PAD") on approximately 245 acres (Case No. Z-07-4), Fleming Farms PAD on approximately 50 acres (Case No. Z-05-18), and an additional approximately 16.6 acres at the southwest corner of Lower Buckeye Road and Avondale Boulevard, formerly known as Fleming Farms Commercial. See Exhibit 3 | Zoning Map. Preliminary plats were prepared for Diamond P Ranch, but never approved. Subdivision plats were approved for Fleming Farms and recorded in 2008, and a final plat for the residential portion of the development was recorded in 2008. Fleming Farms Commercial was originally part of the Fleming Farms PAD but removed from the PAD in 2011 and reverted to the Agricultural zoning district (Ordinance 1493-412). The Property is currently operated as a commercial dairy and associated agricultural uses.

II. Summary of Request

This MGPA introduces employment uses into a planned employment corridor, and by doing so, supports the following General Plan vision: "the attainment of an independent, full-service municipal status; characterized as a larger city, with a corporate presence, while maintaining a diverse, small town charm." The BP land use category is intended to attract "large scale campus development that provides abundant employment opportunities." This MGPA will allow for such employment opportunities and promotes economic growth in a manner compatible with the area's existing and planned land uses. Additional land uses may also include renewable energy battery storage, subject to City Council approval of a Conditional Use Permit.

III. Major General Plan Amendment Review and Analysis

A. Availability of current and future water supplies.

The Property is served by Avondale with water lines adjacent to the Property in both Lower Buckeye Road (12-inch) and Avondale Boulevard (16-inch). The City's 2018 Integrated Utility Master Plan shows a 16-inch waterline in Lower Buckeye Road. A discussion of future water supplies is provided in Section E, below.

B. Impact on and potential support of the City's transportation system;

Avondale Boulevard and Lower Buckeye Road are designated as Arterial Roads on the General Plan Circulation and Streets Classification Map. With the planned SR 30 approximately one mile to the south, employment use is ideally located at this Property to integrate with this transportation system. Offsite improvements may include widening of Avondale Boulevard and Lower Buckeye Road adjacent to the Property and installation of new driveways and a traffic signal, subject to the approved Traffic Study for the Project at Site Plan approval.

Driveway locations and circulation will be designed to create an efficient, functional, and safe framework that is easily accessible and have minimal impact on traffic in the surrounding area which further supports the Property as a prime location for employment uses that are easily accessible to both nearby and distant residents. Further, there is access to public transportation at the northwest corner of Lower Buckeye Road and Avondale Boulevard which makes the Property well suited to be accessible by future employees.

C. Impact on the natural environment, including, but not limited to, hillsides, riparian areas, and floodways;

This MGPA will not impact the natural environment, including, but not limited to, hillsides, riparian areas, and floodways, as an environmental assessment of the Property has been performed and no natural environmental features were present.

D. Extent to which the proposal contributes to achieving the (i) job to population ratio, (ii) square foot per capita ratio, and (iii) multi-family housing ratio identified within this GP2030;

This MGPA supports a significant concentration of capital investment in new employment space compared to the currently planned uses and will advance the City's efforts to meet the targeted jobs-to-population ratio of 0.50 jobs for every resident. Within the southern portion of the City, there are no BP sites in excess of 300 acres, so this amendment represents a significant opportunity to bring end users that will drive employment growth.

E. Impact on City services and facilities including, but not limited to, police, fire, water, and wastewater; and

Replacing residential with employment uses will generate less demand for public safety services. As a workplace, and not a new residential community, the type of service calls will likely be fewer in scope and frequency. Also, a technology campus will provide on-site private security, which further reduces reliance on public safety services.

With regard to the impact on water and wastewater, the following table summarizes theoretical scenarios for development of the property under both the current and proposed General Plan land use designations, comparing estimated water and wastewater demand:

TABLE 1 - COMPARISON OF ESTIMATED WATER DEMANDS AND WASTEWATER FLOWS
HERMOSA RANCH TECH CAMPUS
AVONDALE, ARIZONA

ZONING	ACRES	DWELLING UNITS	NON-RESIDENTIAL UNIT DEMAND/FLOW	RESIDENTIAL UNIT DEMAND/FLOW	AVERAGE DAY DEMAND/FLOW	PEAK DEMAND/FLOW
	(AC)	(DU)	(GPAD)	(GPD/DU)	(GPD)	(GPD)
<u>General Plan Water Demand (Estimated)</u>						
Medium Density Residential	251.35	1,131		445	503,328	1,595,551
Estate/Low Density Residential	49.62	200		445	89,000	282,130
Local Commercial	16.63		570		9,479	30,049
Medium/High Density Residential						
Education						
Mixed Use						
High Density Residential						
Industrial						
Total	317.6				601,807	1,907,730
<u>Hermosa Ranch Water Demand¹</u>						
Medium Density Residential	256.62	1,156		445	514,420	1,630,711
Estate/Low Density Residential						
Local Commercial (Battery Storage)	17.48		0		0	0
Medium/High Density Residential						
Education	23.7		764		18,107	57,399
Mixed Use (Commercial)	6.5		570		3,705	11,745
Mixed Use (High Density Residential)	13.3	240		227	54,480	172,702
Industrial						
Total	317.6				590,712	1,872,556
<u>Hermosa Ranch Tech Campus Water Demand³</u>						
Medium Density Residential						

Estate/Low Density Residential						
Local Commercial	17.48		0		0	0
Medium/High Density Residential						
Education						
Mixed Use						
High Density Residential						
Industrial	300.12				1,030,000	6,416,640
Total	317.6				1,030,000	6,416,640
General Plan Wastewater Flow (Estimated)						
Medium Density Residential	251.35	1,131		260	294,080	932,232
Estate/Low Density Residential	49.62	200		260	52,000	164,840
Local Commercial	16.63		502		8,348	26,464
Medium/High Density Residential						
Education						
Mixed Use						
High Density Residential						
Industrial						
Total	317.6				354,428	690,893
Hermosa Ranch Wastewater Flow²						
Medium Density Residential	256.62	1,156		260	300,560	612,962
Estate/Low Density Residential						
Local Commercial (Battery Storage)	17.48		0		0	0
Medium/High Density Residential						
Education	23.7		382		9,053	21,525
Mixed Use (Commercial)	6.5		502		3,263	10,504
Mixed Use (High Density Residential)	13.3	240		159	38,160	101,620
Industrial						
Total	317.6				351,036	688,997
Hermosa Ranch Tech Campus Wastewater Flow³						
Medium Density Residential						
Estate/Low Density Residential						
Local Commercial (Battery Storage)	17.48		0		0	0
Medium/High Density Residential						
Education						
Mixed Use						
High Density Residential						
Industrial	300.12				520,000	3,260,000
Total	317.6				520,000	3,260,000
¹ Ref.: Hermosa Ranch Water Master Plan (CVL, February 22, 2019)						
² Ref.: Hermosa Ranch Wastewater Master Plan (CVL, February 22, 2019)						
³ Ref.: Technical Memorandum - Huckleberry Utility Feasibility (Carollo, June 2021)						

The assessment of actual demand will occur at site planning and to the extent that additional resources are required, the City will address those requirements in those subsequently approvals which may include a development agreement that requires the developer to provide future capacity.

F. Extent to which the goals of this GP2030 are accomplished.

This MGPA meets many of the City's goals and policies set forth in the Avondale General Plan 2030. The following summary highlights a few of the General Plan goals which this Major GPA supports:

Land Use Element

Goal 3: Promote a strong balance of high quality residential, employment, recreation, and educational land uses.

Policy D: Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity.

The amendment introduces BP into the Avondale Boulevard Employment and Commercial Corridor, which, for the mile south of Lower Buckeye Road, consists largely of low and medium density residential on both sides of the road. This MGPA increases the mix of land uses for the Corridor and places new jobs in proximity to residents.

The existing land use is agricultural and underdeveloped land, and is not as visually attractive as surrounding, developed areas. The proposed BP land use category supports employment uses that can incorporate modern campus planning, design, and architecture that will take into account the City's expectations for design quality and consideration of surrounding existing and planned uses. The companion PAD application will establish ample setbacks to create buffers between the surrounding commercial and residential areas, and provide aesthetic landscaping, as the General Plan encourages.

Goal 4: Ensure all land use decisions meet the long-term social and economic goals of the community.

Policy C: Ensure Avondale is at the forefront of any emerging markets by continuously updating codes and policies to include standards for new business types and technologies.

Avondale has significantly grown its employment base with major medical, warehousing and office uses. However, it has limited land available with access to the required power infrastructure necessary to attract the technology companies looking to locate in the area. This MGPA will add to the City's land use mix an opportunity to attract this increasingly growing technology market to Avondale, and enable the city to rapidly respond to a mix of Business Park opportunities. This would reinforce the General Plan's goal to provide a mix of employment (including commercial and industrial activities) areas, with a wide range of salary levels that increase the stability and diversity of Avondale's economy.

Economic Element

Goal 1: Grow and diversify Avondale's economy and employment base through business retention, expansion, and development.

Policy E: Leverage the City's proximity to the west coast and port districts to attract international industries and high-tech companies.



This MGPA leverages access to the west coast via I-10 and the future State Route 30 through direct access to Avondale Boulevard. Also important is adjacency to power infrastructure. Few west valley properties can compare to this site with its access to the Rudd Substation. This is further enhanced by the Property's inclusion within an Opportunity Zone. This amendment aligns with the General Plan's mission to identify and recruit targeted growth sectors with an emphasis on professional and technical employment.

Goal 2: Enhance and market Avondale's business climate.

Policy E: Increase the supply of developable Business Park land and promote a flexibility of uses within.

This MGPA increases the supply of developable BP and the city's competitiveness, which is a core City priority and policy focus. The BP land use category will open up the area to additional opportunities from national and international industries, bringing additional business and visits, increasing the potential for new investment. The BP land use category also incorporates enough flexibility to provide many diverse employment opportunities, as well as ensure full utilization of the Property over time.

Goal 10: Reserve adequate lands to accommodate Business Parks, light industrial uses, and higher education facilities.

Policy A: Support efforts to locate and develop additional Business Park and industrial land along Avondale's business corridor.

The Property fronts on the Avondale Boulevard Employment and Commercial Corridor, which is recognized as a major corridor for employment and commercial uses and envisioned a range of businesses in the area. The BP category fulfills the purpose for this corridor and would adequately accommodate additional Business Park and industrial land within underutilized areas, as the General Plan intended. The addition of BP land use opportunities will create diversity in the area, which, according to the General Plan, will be more economically sustainable for the City.

Goal 10: Reserve adequate lands to accommodate Business Parks, light industrial uses, and higher education facilities.

Policy B: Promote Business Park employment uses adjacent to high capacity roadway corridors, such as the I-10 Freeway and Van Buren Street.

This MGPA provides a vast area of BP south of the I-10 Freeway and Van Buren Street, and promotes employment uses adjacent to the Avondale Boulevard Employment and Commercial Corridor as previously discussed. The Property is located adjacent to current and future high-capacity corridors, providing for efficiency in trip generation and access to employment for residents.

IV. Findings

A. The development pattern contained on the Land Use Plan inadequately provides the appropriate optional sites for the use and/or change proposed in the amendment.

This amendment will facilitate employment uses at an appropriate location where alternatives are not available. The Property's current land use designations of LC, ELDR, and MDR do not allow for a major employment center, and as a result, do not advance the Avondale Boulevard Employment and Commercial Corridor. This Property is ideally located within a planned Growth Corridor, Opportunity Zone, and adjacent to supportive power and transportation infrastructure. The current General Plan does not have other BP sites with these advantages. Within the southern portion of the City, there are no BP sites in excess of 300 acres.

B. The amendment constitutes an overall improvement to the GP2030 and is not solely for the good or benefit of a particular landowner or owners.

This MGPA improves the General Plan by introducing supportive land uses to planning areas designed to attract employment investment. This MGPA provides new business opportunities within Avondale, particularly within the technological market that continues to rapidly grow and is attracted to areas with access to reliable power. This amendment reinforces Avondale's economic stability and sustainability.

C. The amendment will not adversely impact the community as a whole and/or a portion of the community by:

1. Significantly altering the acceptable land use patterns;
2. Requiring larger and more expensive public infrastructure improvements including, but not limited to, roads, water, wastewater, and public safety facilities than would otherwise be needed without the proposed change; or
3. Adversely impacting the existing land uses.

The amendment does not significantly alter acceptable land use patterns, but rather, advances the General Plan's land use goals and brings new jobs close to where residents live. This MGPA advances the goals of the Avondale Boulevard Employment and Commercial Corridor, recognized in the General Plan as a major corridor for employment.

This MGPA will not require larger and more expensive public infrastructure improvements. Replacing residential with employment uses will likely generate less demand for public safety services, and less traffic impact while providing a significant revenue enhancement to the City. As stated previously, this Property is ideally located to take advantage of the existing arterials and transportation network. Offsite improvements may include widening of Avondale Boulevard and Lower Buckeye Road adjacent to the Property and installation of new driveways and a traffic signal, subject to Site Plan approval. These improvements are not beyond the type of offsite improvements that would be required if the currently planned uses are developed. The companion PAD will establish future water and wastewater infrastructure to the site and the associated Mater Plans will establish sufficient water and sewer capacity. Adjacency to the Rudd Substation is ideal for the proposed change.



This MGPA will not adversely impact land uses. Avondale has expectations for high-quality site design and landscaping in the Avondale Boulevard Employment and Commercial Corridor. The proposed Project, through the companion PAD, will establish setbacks to ease transitions to surrounding existing and planned uses.

D. That the amendment is consistent with the overall intent of the GP2030 and other adopted plans, codes, and ordinances.

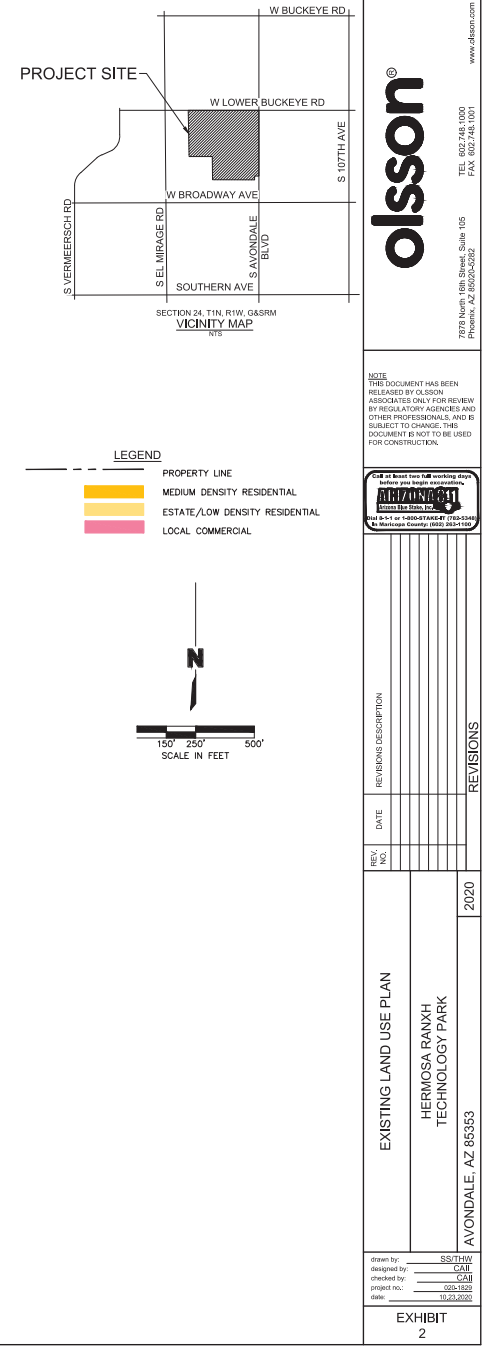
This MGPA is consistent with the overall intent of the General Plan 2030, and the Avondale Boulevard Employment and Commercial Corridor. This amendment encourages new investment, job creation, and a change to land use that advances economic sustainability and employment diversity.

There is also support for this request in Avondale's Five-Year Strategic Plan. The Strategic Plan provides in its Creative and Sustainable Community Development Strategic Outcome Area that "economic development is also a key focus area for the city". Identified strategies include "housing that is affordable to workers and close to their jobs." With the Alamar and Verde Trails neighborhoods in close proximity to the Property, there are thousands of residents within 5 miles of the proposed employment use.

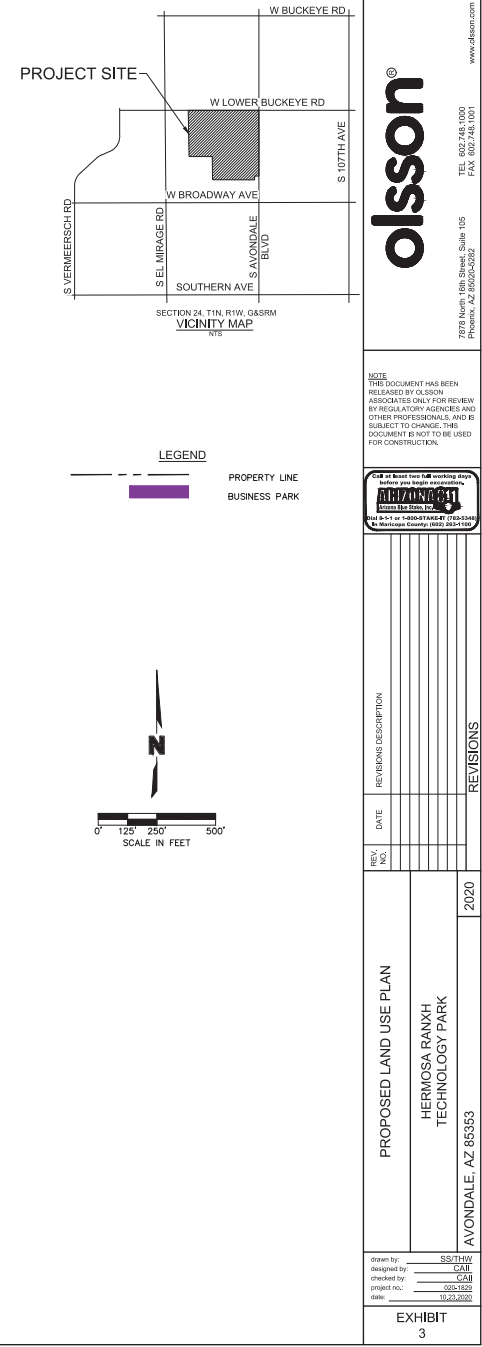
V. Conclusion

This MGPA request provides an opportunity to introduce a land use designation for the Property that will support the employment corridor planning and business park goals established in Avondale's General Plan. The Property's location is ideally located for employment uses along a highly traveled and prominent transportation corridor, with great existing infrastructure. This amendment reinforces Avondale's economic stability and supports a higher quality of life for residents.

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DATE: Oct 26, 2020 12:20pm XREFS: 020-1829 Avenue.dwg SSMS C:\PRASE-Avenue-modified_0191409 USER: thutchinwoss AMY_SCHNEIDER_LAJAZ



RESOLUTION NO. 1109-1221

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE GENERAL PLAN REGARDING THE LAND-USE DESIGNATION OF APPROXIMATELY 318 ACRES LOCATED AT THE SOUTHWEST CORNER OF AVONDALE BOULEVARD AND LOWER BUCKEYE ROAD AS SHOWN IN APPLICATION PL-21-0001 FROM ESTATE LOW DENSITY RESIDENTIAL, MEDIUM DENSITY RESIDENTIAL AND LOCAL COMMERCIAL TO BUSINESS PARK.

WHEREAS, the City of Avondale General Plan (the “General Plan”) was adopted by the Mayor and Council of the City of Avondale (the “City Council”) on April 2, 2012, and ratified by the qualified electors of the City of Avondale on August 28, 2012; and

WHEREAS, the City Council desires to amend the General Plan to change the land-use designation for approximately 318 acres of real property generally located at the southwest corner of Avondale Boulevard and Lower Buckeye Road (known as “Hermosa Ranch”) from Estate Low Density Residential, Medium Density Residential, and Local Commercial, to Business Park as shown on Application PL-21-0001 (the “General Plan Amendment”); and

WHEREAS, the General Plan establishes the authority and procedures for amendments to the General Plan land-use designations; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City of Avondale (the “City”) has consulted with, advised and provided the opportunity for public comment on the General Plan Amendment; and

WHEREAS, all due and proper notice of the public hearings on the General Plan Amendment held before the City of Avondale Planning Commission (the “Commission”) and the City Council was given in the time, form and substance provided by ARIZ. REV. STAT. § 9-461.06; and

WHEREAS, pursuant to the General Plan, the Commission held (i) the first public hearing on the proposed General Plan Amendment on October 20, 2021, and (ii) the second public hearing on November 17, 2021 after which the Commission recommended denial; and

WHEREAS, pursuant to the General Plan, the City Council held a public hearing on the proposed General Plan Amendment on December 13, 2021.

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

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

SECTION 2. The General Plan is hereby amended to change the land-use designation for approximately 318 acres of real property generally located at the southwest corner of Avondale Boulevard and Lower Buckeye Road as shown in Application PL-21-0001, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, from Estate Low Density Residential, Medium Density Residential, and Local Commercial to Business Park.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 13, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1109-1221

[General Plan Amendment Legal Description and Map]

See following pages.

LEGAL DESCRIPTION

A tract of land in Section 24, Township 1 North, Range 1 West of the Gila and Salt Base and Meridian, County of Maricopa, State of Arizona, being more particularly described as follows:

Commencing at the Northwest corner of said Section 24, being marked by a found 3" Brass Cap in Handhole from which the Northeast corner of the Northwest Quarter of said Section 24, being marked by a found PK nail, bears North 89°43'15" East, a distance of 2652.86 feet (the Northeast corner of said Section 24, being marked by a 3" Brass Cap bears North 89°43'15" East, a distance of 5306.42 feet)

Thence along said North line of the Northwest Quarter, North 89°43'15" East, a distance of 1326.44 feet to the Northwest corner of the East half of the Northwest Quarter of said Section 24 and the POINT OF BEGINNING;

Thence continuing along said North line of the Northwest Quarter, North 89°43'15" East, a distance of 1326.42 feet to the Northeast corner of said Northwest Quarter;

Thence along the North line of the Northeast Quarter of said Section 24, North 89°43'15" East, a distance of 1419.13;

Thence leaving said North line, South 02°06'41" East, a distance of 82.26 feet to the South right-of-way line of Lower Buckeye Road as dedicated by the Final Plat for Fleming Farms recorded at Book 989 at Page 41 (document number 2008-0465698) in the Official Records of the Maricopa County Recorder;

Thence along said South right-of-way line the following 8 courses:

North 87°53'19" East, a distance of 70.00 feet;

Thence North 43°48'17" East, a distance of 34.78 feet to a point 55.00 feet south of the North line of said Northeast Quarter;

Thence parallel to and 55.00 feet South of said North line, North 89°43'15" East, a distance of 275.21 feet;

Thence South 02°06'29" East, a distance of 6.50 feet to a point 61.50 feet south of the North line of said Northeast Quarter;

Thence parallel to and 61.50 feet South of said North line, North 89°43'15" East, a distance of 311.75 feet;

Thence South 84°34'07" East, a distance of 85.42 feet to a point 70.00 feet south of the North line of said Northeast Quarter;

Thence parallel to and 70.00 feet South of said North line, North 89°43'15" East, a distance of 360.44 feet;

Thence South 45°16'01" East a distance of 56.58 feet (56.56 feet platted) to a point on the West right-of-way line of Avondale Boulevard as dedicated by the Final Plat for Fleming Farms being 65.00 feet West of the East line of said Northeast Quarter;

Thence along said West right-of-way line the following 14 courses

Thence parallel to and 65.00 feet West of the East line of said Northeast Quarter, South 00°15'29" East, a distance of 1151.30 feet;

Thence South 44°44'31" West, a distance of 43.84 feet to a point 96.00 feet West of said East line;

Thence parallel to and 96.00 feet West of said East line, South 00°15'29" East, a distance of 30.00 feet;

Thence North 89°44'31" East, a distance of 6.00 feet to a point 90.00 feet West of said East line;

Thence parallel to and 90.00 feet West of said East line, South 00°15'29" East, a distance of 30.00 feet;

Thence South 45°15'29" East, a distance of 35.36 feet to a point 65.00 feet West of said East line;

Thence parallel to and 65.00 feet West of said East line, South 00°15'29" East, a distance of 515.03 feet;

Thence South 44°44'31" West, a distance of 42.43 feet to a point 95.00 feet West of said East line;

Thence parallel to and 95.00 feet West of said East line, South 00°15'29" East, a distance of 30.00 feet;

Thence North 89°44'31" East, a distance of 5.00 feet to a point 90.00 feet West of said East line;

Thence parallel to and 90.00 feet West of said East line, South 00°15'29" East, a distance of 30.00 feet;

Thence South 45°15'29" East, a distance of 35.36 feet to a point 65.00 feet West of said East line;

Thence parallel to and 65.00 feet West of East line, South 00°15'29" East, a distance of 636.92 feet (637.01 feet platted) to a point on the South line of said Northeast Quarter of Section 24;

Thence along said South line South 89°57'01" East, a distance of 32.00 feet to a point 33.00 feet West of the Southeast corner of said Northeast Quarter (said Southeast corner being marked by a found 3" Brass Cap in hand hole);

Thence parallel to and 33.00 feet West of the East line of the Southeast Quarter of said Section 24, South 00°13'48" East, a distance of 1106.49 feet (1106.59 feet record);

Thence North 89°47'25" West, a distance of 200.00 feet;

Thence South 00°13'48" East, a distance of 215.00 feet to the South line of the North Half of the Southeast Quarter of said Section 24;

Thence along said South line, North 89°47'25" West, a distance of 2389.40 feet to the Southwest corner of said North half;

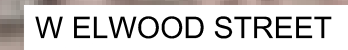
Thence along the West line of said North half, North $00^{\circ}42'14''$ West, a distance of 1314.22 feet to the Northwest corner of the Southeast Quarter of said Section 24, being marked by a found iron bar with cap stamped "RLS 37786";

Thence along the South line of the Northwest Quarter of said Section 24, North $89^{\circ}54'57''$ West, a distance of 1316.47 feet to the Southwest corner of the East half of said Northwest Quarter, also being the East line of the Final Plat of Cantada Ranch Subdivision recorded at Book 771 at Page 49 (document number 2005-1215505) in the Official Records of the Maricopa County Recorder;

Thence along the West line of said East half, North $00^{\circ}55'17''$ West, a distance of 2621.34 feet to the POINT OF BEGINNING.

Said tract of land containing 13,563,276 square feet or 311.37 acres of land, more or less.

AVONDALE, ARIZONA 85353



NOTE
THIS DOCUMENT HAS BEEN
RELEASED BY OLSSON
ASSOCIATES ONLY FOR REVIEW
BY REGULATORY AGENCIES AND
OTHER PROFESSIONALS, AND IS
SUBJECT TO CHANGE. THIS
DOCUMENT IS NOT TO BE USED
FOR CONSTRUCTION.

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drawn by: SS/THW
 designed by: CAII
 checked by: CAII
 project no.: 020-1829
 date: 10.23.2020

EXHIBIT 3

CITY COUNCIL REPORT

SUBJECT: Public Hearing – Resolution 1110-1221 - South Avondale - Major General Plan Amendment - Application PL-21-0014

MEETING DATE: 12/13/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-1012

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

STRATEGIC PLAN:

Strategic Outcome: Creative and Sustainable Development

- Strategy: Plan for development south of the Estrella Mountains.

Strategic Outcome: Natural Resources and Open Space

- Strategy: Promote and expand Avondale's natural assets such as parks, trails, rivers, and wilderness areas to residents, visitors, and businesses.
-

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Resolution 1110-1221, approving a City-initiated Major General Plan Amendment to the Avondale General Plan 2030 Land Use Map for South Avondale concerning approximately 38,820 gross acres of land located south of the Sierra Estrella Mountains at the southern end of the City of Avondale's Municipal Planning Area. The proposal would amend the land use designations of the area from a Estate Low Density Residential; Open Space and Parks and; Local Commercial to Open Space and Parks; Floodway and Washes; Rural Low Density Residential; Estate Low Density Residential; Medium Low Density Residential; Medium Density Residential; Medium High Density Residential; High Density Residential; Local Commercial and Resort uses. The subject area is bounded generally by Dobbins Road on the north, Litchfield Road on the west, Patterson Road on the south, and Avondale Boulevard on the east, until the boundary widens eastward to the 67th Avenue alignment at the Ocotillo Road alignment. The Council will take appropriate action.

BACKGROUND:

The 2012 adopted General Plan 2030 land use designations south of the Estrella Mountains (referred to as the South Planning Area) include Open Space and Parks, Sports and Entertainment, Estate Low Density Residential, and Local Commercial with a Resort (Exhibit B). A guiding principal of the General Plan is "Unique Lifestyle and Character" of Avondale. This principal emphasizes Avondale's natural landscape setting that promotes growth and conservation, tourism, and outdoor recreation among the Estrella Mountains, Gila River, open space, and riparian areas. These areas would provide attractive public spaces and have a variety of living, working, and leisure opportunities for the community. The master land use plan concept responds to this guiding principle, taking into consideration land use placement in relation to various area property ownerships and the natural environment.

The South Planning Area is approximately 38,400 acres, and through the land analysis process, only about 11,300 acres can be considered for development due to existing property assigned to a County Regional Park, Wilderness Area, Gila River Indian Community, and private ownership (Exhibit E). The northern edge of this planning area is bordered to the west by the City of Goodyear's jurisdictional planning area, the Maricopa County Estrella Mountain Regional Park, the Bureau of Land Management, and the Sierra Estrella Mountain Wilderness. To the south, there lies a combination of Arizona State Trust Department lands and other properties retained by the Bureau of Land Management.

As required by the Arizona Revised Statutes the Planning Commission held a public hearing for public comment on this request on October 20, 2021.

The Planning Commission held a second public hearing on November 17, 2021 where they recommended approval of the request to the City Council.

SUMMARY OF REQUEST:

The Major General Plan Amendment request (Application PL-21-0014) will change the land use designations of the property from a combination of approximately 28,700 acres of Estate Low Density Residential (ELDR); approximately 9,600 acres of Open Space and Parks (OS) and; approximately 520 acres of Local Commercial (LC) to approximately 25,760 acres of Open Space and Parks (OS); approximately 1,300 acres of Floodway and Washes; approximately 1,280 acres of Rural Low Density Residential (RLDR); approximately 2,220 acres of Estate Low Density Residential (ELDR); approximately 7,110 acres of Medium Low Density Residential (MLDR); approximately 180 acres of Medium Density Residential (MDR); approximately 340 acres will be designated Medium High Density Residential (MHDR); approximately 140 acres of High Density Residential (HDR); approximately 120 acres of Local Commercial (LC) and approximately 370 acres of Resort (Exhibit D).

The Land Use Program (Exhibit C) provides a detailed listing of each respective land use, inclusive of residential density ranges, residential density targets, and commercial development intensity projections. Overall, residential unit density projections range from approximately 30,395 to 45,910 total units for this planning area. Commercial intensity projections on 120 acres range from approximately 821,800 to 1,643,700 total square feet. A resort hotel, inclusive of amenities and convention facilities, should target 600 to 1000 rooms. Residential density categories include Rural Low Density 1,120 acres with 2,240 units (target density of 3 du/ac); Estate Low Density Residential 2,240 acres with 6,720 lots (target density of 1 du/ac); Medium Low Density 5,250 acres with 21,000 lots; Medium Density Residential 180 acres with 1,080 lots (target density 8 du/ac); and High Density 140 acres with 2,800 lots (target density 12 du/ac). The residential range is 25,095 to 36,890 new residential lots/units with a potential population of 86,884 in this area.

PUBLIC PARTICIPATION:

The sixty (60) day review period, as required by statute began on August 17, 2021 and ended October 16, 2021. Staff provided public hearing notices in accordance with state statute and the City of Avondale Zoning Code. As required by the Arizona Revised Statutes the Commission held a public hearing for public comment on this request on October 20, 2021. Staff received three phone calls one in favor two others asking for further information Staff have not received comments against the application.

The Planning and Zoning Commission held a Public Hearing on October 20, 2021 and received no comments for or against.

PLANNING COMMISSION ACTION:

The Planning Commission held a second Public Hearing on November 17, 2021 and recommended approval of the South Avondale Major General Plan Amendment Application PL-21-0014 to the City Council.

ANALYSIS:

The City Council must determine that the proposed amendment meets four (4) findings prior to recommending approval. Staff's analysis of each of the required findings is presented below.

1. The development pattern contained on the land use Plan inadequately provides sufficient sites for the use or change proposed in the amendment.

- The current land use plan in the South Avondale area, under this request, includes two (2) land uses of Estate Low Density Residential and Open Spaces and Parks. The request is to broaden the range of residential land uses and supportive commercial uses, including a planned resort in order to guide development in the South Avondale Area. The proposed land use classification changes will allow Avondale to continue to develop balanced residential, commercial and employment opportunities well into the future.

2. The amendment constitutes an overall improvement to the 2012 Plan and is not solely for the good or benefit of a particular landowner or owners.

- Compared to the existing two (2) land uses included in the South Avondale Area. The amendment broadens the range of residential land uses and supportive commercial uses, including a planned resort in order to guide development in the South Avondale Area. This request will allow Avondale to continue to grow with a balanced mix of balanced residential, commercial and employment opportunities.

3. The amendment will not adversely impact the community as a whole or a portion of the community by: (1) Significantly altering the acceptable land use patterns; (2) Requiring larger and more expensive public infrastructure improvements including, but not limited to, roads, water and wastewater, and public safety facilities than would otherwise be needed without the proposed change; (3) Adversely impacting the existing land uses.

- The proposal better defines the land use patterns within Southern Avondale. The area currently is planned only as two specific land uses which does not take into account transportation corridors nor provides for employment and commercial land uses which would be able to support the future population of Southern Avondale.

- The South Avondale area was not studied as part of the 2018 Integrated Utility Master Plan, and due to the geographical separation, the southern area requires the planning and development of a stand-alone water and collection and treatment system that would most likely be served with a combination of groundwater and reclaimed water.

- The City of Avondale will rely on cooperation with the City of Goodyear for a supportive road network west of Avondale's boundary, requiring the extension of the one-mile grid network in order to provide necessary transportation infrastructure to the area.

- The population projected for this South Avondale area could be greater than 85,000 residents which would nearly double the current population of Avondale. Based on this projection, Public Safety may require an equivalent of their current facilities for the South Avondale area and look at opportunities to provide joint Public Safety services with the City of Goodyear.

4. That the amendment is consistent with the overall intent of the 2012 Plan and other adopted plans, codes and ordinances

The proposed amendment furthers several goals of the General Plan 2030, including but not limited to:

- Land Use Goal #1: Establish an Avondale identity based on a healthy lifestyle that promotes land uses which foster an economically sustainable and socially dynamic community.

- Land Use Goal #3: Promote a strong balance of high quality residential, employment, recreation, and educational land uses.

- Land Use Goal #4: Ensure all land use decisions meet the long-term social and economic goals of the community.

- Land Use Goal #5: Promote land uses that are respectful of the natural environment and which conserve valuable natural resources such as open space, clean air, water, and energy.

- Land Use Goal #6: Promote regional land use planning and coordination with neighboring communities to develop and maintain sustainable land use patterns.

DISCUSSION:

The proposed South Avondale Major General Plan Amendment is intended to establish a thriving area of Avondale with a land use layout showcasing opportunity for development. The mix of residential densities support commercial services, and a resort property creates a city within a city. The mountain vistas, existing regional park and wilderness area make for a special community nestled among the Estrella Mountains.

Development of this area requires planning for utility infrastructure and facilities, partnerships with City of Goodyear and other land ownerships, school sites, public safety facilities, transportation/street systems, transit, and parks/open space.

BUDGET IMPACT:

No budget impact at this time. However, as planning continues for South Avondale, studies and master plans will need to be included in the budget.

RECOMMENDATION:

City Council will conduct a public hearing and **ADOPT** Resolution XXXX-XXXX approving application PL-21-0014 South Avondale, a Major Amendment to the Avondale General Plan 2030 Land Use Map changing the Land Use Designation of the subject property from a Estate Low Density Residential (ELDR); Open Space and Parks (OS) and; Local Commercial (LC) to Open Space and Parks (OS); Floodway and Washes; Rural Low Density Residential (RLDR); Estate Low Density Residential (ELDR); Medium Low Density Residential (MLDR); Medium Density Residential (MDR); Medium High Density Residential (MHDR); High Density Residential (HDR); Local Commercial (LC) and Resort uses.

PROPOSED MOTION:

I move that the City Council **ADOPT** Resolution XXXX-XXXX approving application PL-21-0014 South Avondale, a Major Amendment to the Avondale General Plan 2030 Land Use Map changing the Land Use Designation of the subject property from a Estate Low Density Residential (ELDR); Open Space and Parks (OS) and; Local Commercial (LC) to Open Space and Parks (OS); Floodway and Washes; Rural Low Density Residential (RLDR); Estate Low Density Residential (ELDR); Medium Low Density Residential (MLDR); Medium Density Residential (MDR); Medium High Density Residential (MHDR); High Density Residential (HDR); Local Commercial (LC) and Resort uses.

EXHIBIT A

South Avondale Planning Area Land Plan – Major General Plan Amendment

Overview

The subject area of the proposed amendment is an L-shaped piece of land south bounding generally by Dobbins Road on the north, Litchfield Road alignment to the west, Patterson Road alignment to the south, Avondale Boulevard alignment on the east until the Ocotillo Road alignment where the boundary widens eastward to the 67th Avenue alignment, more accurately displayed in the attached exhibit. The City intends to amend the existing two (2) land uses of Estate/Low Density Residential and Open Spaces and Parks to a broader range of residential land uses and supportive commercial uses, including a planned resort as exhibited in the attached land plan proposal. The proposed land use classification changes will allow Avondale to continue to have balanced residential and employment opportunities well into the future.

Compatibility with the goals of the General Plan

The proposal meets the following goals of the General Plan:

Land Use Goal 1: Establish an Avondale identity based on a healthy lifestyle that promotes land uses which foster an economically sustainable and socially dynamic community.

Land Use Goal 3: Promote a strong balance of high quality residential, employment, recreation, and educational land uses.

Land Use Goal 4: Ensure all land use decisions meet the long-term social and economic goals of the community.

Land Use Goal 5: Promote land uses that are respectful of the natural environment and which conserve valuable natural resources such as open space, clean air, water, and energy.

Land Use Goal 6: Promote regional land use planning and coordination with neighboring communities to develop and maintain sustainable land use patterns.

Availability of current and future water supplies

Currently, the City of Avondale's Designation of Assured Water Supply (DAWS) covers the area north of the Estrella's. This designation is up for renewal in 2025, at which time new water resource acquisitions and existing resource use will be evaluated for both Avondale (north of the Sierra Estrella Mountain Range) and Southern Avondale (south of Sierra Estrella Mountain Range), otherwise future development will be required to obtain their own Assured Water Supply Certificates prior to plat recordation.

Water demands for Southern Avondale are estimated to be about 12,650 Acre-Feet per year (AFY).

Impact on Public Infrastructure

Water:

The City of Avondale will be the water service provider. Water service in Avondale is split geographically by the Gila River and the Sierra Estrella Mountain Range (aka Estrella's or Estrella Mountains). The developed northern area of Avondale uses three separate water sources: groundwater; surface water; and reclaimed water. Many facilities exist to distribute water to Avondale residents and commercial

businesses, and these facilities are owned and operated by the City of Avondale. Existing facilities and proposed improvements to serve full development within the City are identified in the 2018 Integrated Utility Master Plan prepared by Carollo Engineers. The southern portion (south of the Estrella's) of Avondale was not studied as part of the 2018 Integrated Utility Master Plan, and due to the geographical separation, the southern area requires the planning and development of a stand-alone water system that would most likely be served with a combination of groundwater and reclaimed water.

Wastewater:

The City of Avondale will be the wastewater service provider. Wastewater service in Avondale is split geographically by the Gila River and the Sierra Estrella Mountain Range. The developed northern area of Avondale is served by a single wastewater treatment plant. The Charles M. Wolf Water Reclamation Facility (WRF) is a 9 million gallons per day (MGD) plant with two planned 3 MGD expansions to reach a build out capacity of 15 MGD. Many facilities exist to collect and treat wastewater produced by Avondale residents and commercial business, and these facilities are owned and operated by the City of Avondale. Existing facilities and proposed improvements to serve full development within the City are identified in the 2018 Integrated Utility Master Plan prepared by Carollo Engineers. The southern portion (south of the Estrella's) of Avondale was not studied as part of the 2018 Integrated Utility Master Plan, and due to the geographical separation, the southern area requires the planning and development of a stand-alone collection and treatment system.

Transportation:

The South Avondale General Plan area encompasses roughly 24 square miles. Although much of the far eastern portion of this area is mountainous and likely not to develop, the remaining 18-20 square miles will still require an extensive transportation network to support development activity. There currently is no notable road system in the South Avondale General Plan area. However, much of the western half of the area has been subdivided into a pattern that would be best served by a mile by mile grid network of arterial streets, similar to Avondale's road network north of the Estrella Mountains. The grid network would minimize the amount of impact to the development of these properties yet provide an efficient travel network.

The major challenge for the City of Avondale is the initial investment of providing a basic network of roads from scratch that would encourage development in an orderly pattern from the north and west areas and gradually extend the transportation network to the east and south. Other transportation challenges involve the discontinuity with northern Avondale because of the Estrella Mountains. It is uncertain if a contiguous arterial street (following the Litchfield Road alignment) can be built that would lay entirely (or partially) within the city limits and connect the southern area and northern areas of Avondale. Avondale will rely on cooperation with the City of Goodyear for a supportive road network west of Avondale's boundary, requiring the extension of the one-mile grid network.

There is also a significant parcel owned by the Bureau of Land Management (BLM) that lies in the central core of southern Avondale that could limit the completeness of an arterial grid network. One option to address this issue is to build a curvilinear parkway (ultimately 6 lanes perhaps) that could be extended through the non-BLM area of south Avondale to provide the principal spine for transportation, supported by an arterial grid network. Such a parkway would allow for the development of eastern areas of southern Avondale to develop sooner if needed.

Impact on City Services:

The population projected for this South Avondale area could be greater than 85,000 residents which would nearly double the current population of Avondale. Based on this projection, Public Safety may require an equivalent of their current facilities for the South Avondale area and look at opportunities to provide joint Public Safety services with the City of Goodyear. Public Safety projects for this area would potentially require a medium sized Police Headquarters with Property and Evidence sized for full build out, a Detention Center, a communications tower (if city fiber is not provided to area), one (1) Public Safety Facility with a Police Substation and a Fire Station, and two (2) additional Fire Stations.

Additional community resources such as one (1) additional public library, a satellite Community Resource Center, and satellite Senior Center are anticipated to serve the projected population in the South Avondale area.

Impacts on the Environment:

The Southern Avondale Planning Area consists of numerous property ownerships including Bureau of Land Management (BLM), Gila River Indian Community (GRIC), Maricopa County Parks, State Lands, and individual private property owners. The area is bordered on the north and east by the Sierra Estrella Mountains, the County's Estrella Mountain Park, and the BLM's Sierra Wilderness Area.

According to BLM, the Sierra Wilderness Area is a 14,400-acre wilderness, located just 15 miles southwest of Phoenix, that contains one of the most rugged mountain ranges in Arizona. The knife-edged ridgelines, steep slopes and rough rocky canyons provide challenges for hikers, backpackers, climbers, and hunters. Butterfly Mountain rises 2,600 feet above the desert plain to an elevation of 4,119 feet in only two miles. The Quartz Peak Trail takes you to the summit of the Sierra Estrella.

The extreme elevation differences create diverse plant and animal communities. Plants in lower areas include Saguaro and Cholla, Ocotillo, Palo Verde, and Elephant Bush. Small protected sites on top of the mountains have shrub Live Oak and even Juniper. A remnant herd of desert bighorn sheep roam the mountains and Gila monster, desert tortoise, mountain lion, mule deer, coyote, javelina, giant spotted whiptail lizard, golden eagle, prairie falcon, and Cooper's hawk also inhabit the wilderness.

Although distinguished as one of the closest wilderness areas to metropolitan Phoenix, four-wheel-drive vehicles are required to approach the wilderness boundary. Primitive dirt roads near the wilderness boundary are extremely sandy or silty, and wash crossings are rugged and deep. Only the western boundary of the wilderness is accessible to the public; elsewhere the area is bounded by the Gila River Indian Community.

According to Maricopa County, Estrella Mountain Regional Park includes seasonal wetland or riparian areas during rainy seasons. The majority of the park remains pristine desert. Estrella Mountain Regional Park is perched on a ridgeline where one could have witnessed the unfolding of many interesting events and lives that have been lived out in the desert landscape below. The park's 19,840 acres of desert and mountains became the first regional park in the Maricopa County Park System in 1954.

A National Recreation Association study completed in 1958 prompted the Maricopa County Parks and Recreation Department to begin applying the concept of Regional Parks to their young parks system. Estrella Mountain Park was one of the parks to be designated as a regional park. By 1962, Estrella

Mountain Regional Park, had grown considerably in size and during that fall the first nine holes of the Sierra Estrella Golf Course were opened.

Even though there has been a steady growth and expansion of facilities in the park, development is still limited to a very small portion of the park. Most of the landscape of the park today remains pristine desert, very similar in appearance to the landscape seen by the first European explorers who traveled past these mountains and foothills. These factors that have worked to resist development have preserved a very valuable resource for the Maricopa County Parks system. Estrella Mountain Regional Park contains many untapped resources and excellent potential for providing a greater variety of quality recreation opportunities.

The Southern Avondale area includes existing natural drainageways formed by the mountain range. The area includes hillsides and slopes as part of the natural forming Estrella Mountain range.

EXHIBIT B

South of Estrella Mountains

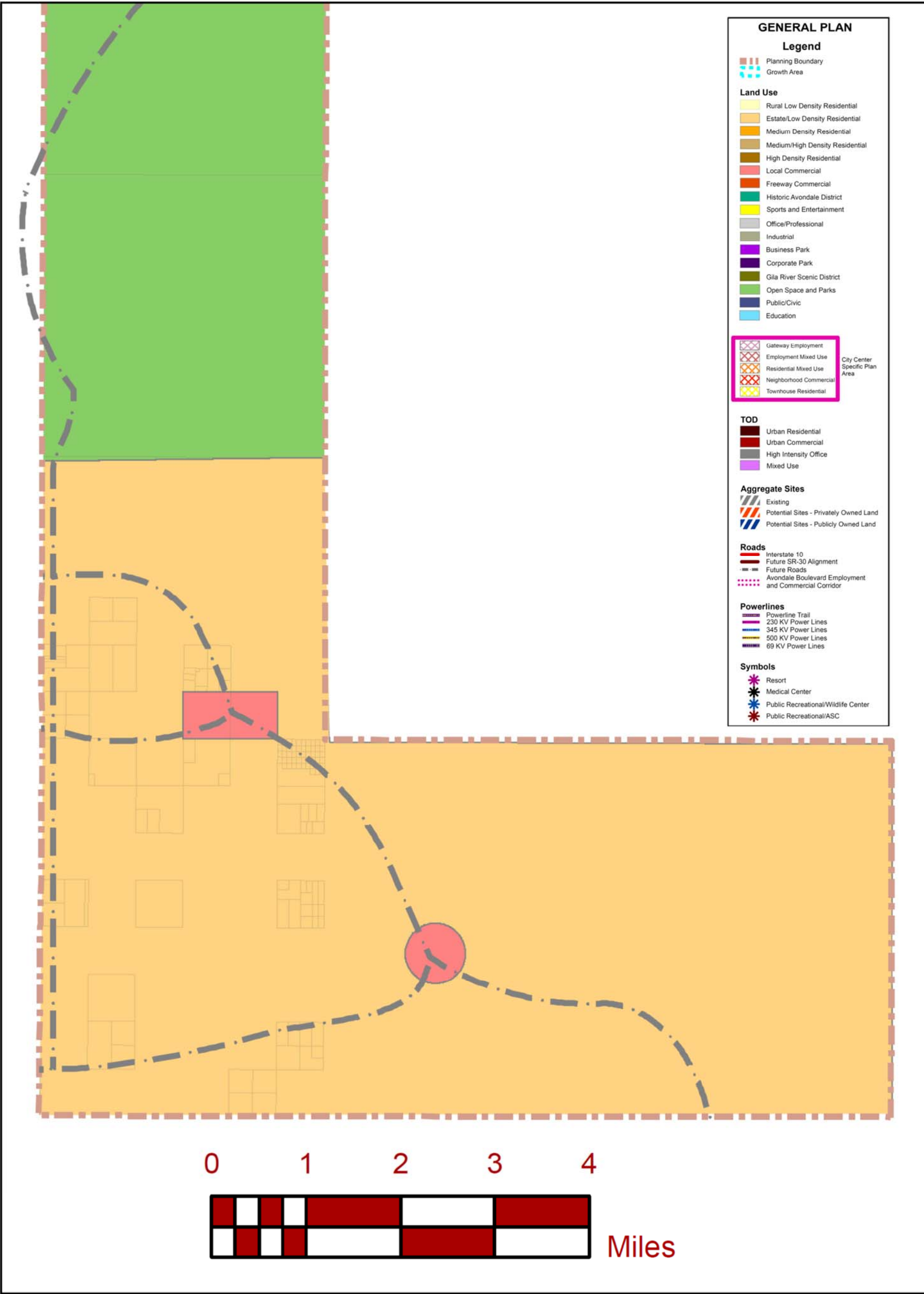


EXHIBIT C

AVONDALE SOUTH PLANNING AREA - LAND USE PROGRAM

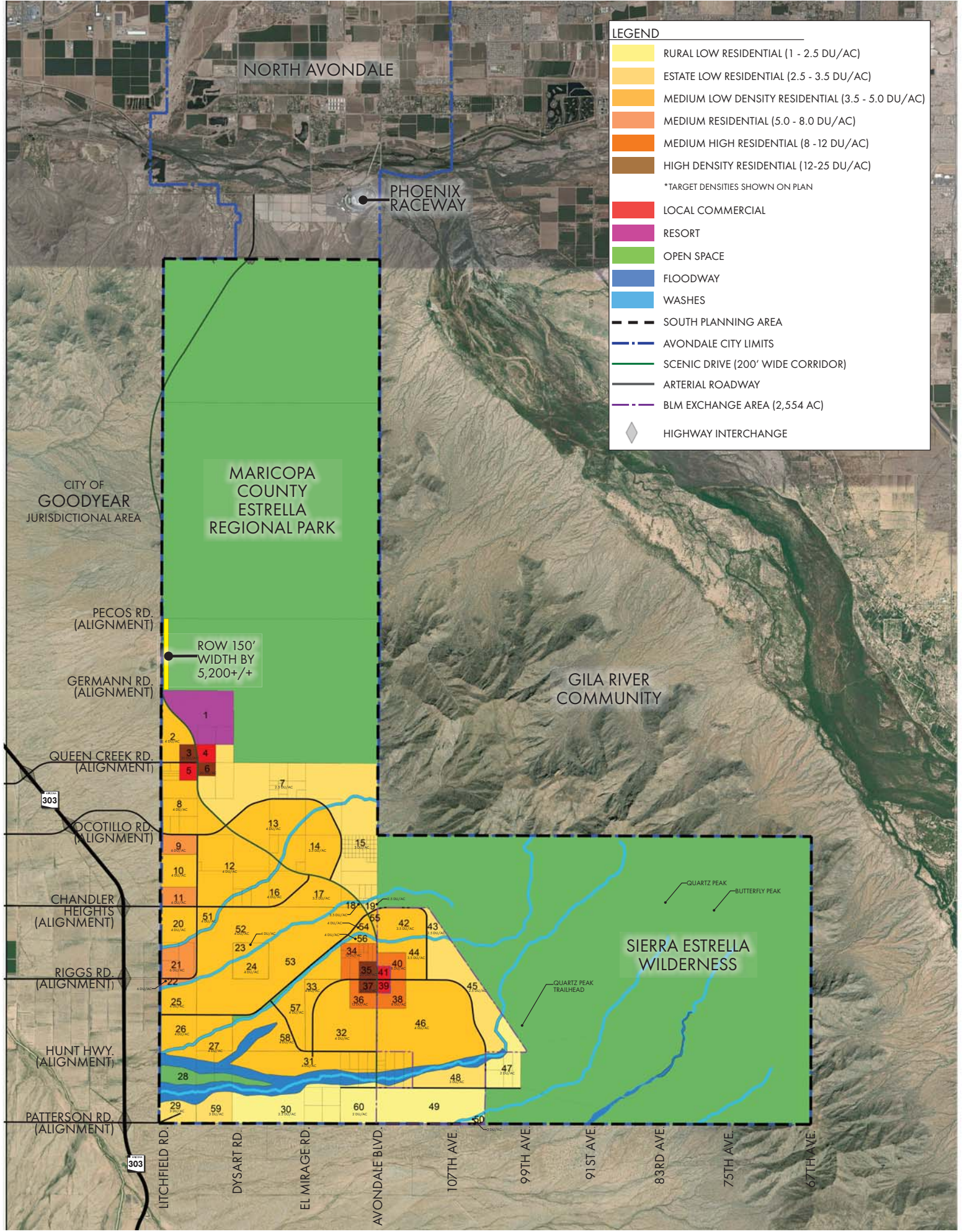
DATE: 3/09/2021

LAND USE CATEGORY	SUBAREA #	GROSS SF	GROSS ACREAGE	DENSITY (DWELLING UNITS)			INTENSITY (FAR SF)			NOTES
				LOW	TARGET	HIGH	LOW	TARGET	HIGH	
R RURAL LOW DENSITY RESIDENTIAL					1.0	2.0	2.5			GP density range: 0 - 1 DU/AC, Target = .3
	30	19,488,267	450		450	900	1,125	-	-	
	47	8,667,805	200		200	400	500	-	-	
	49	19,688,161	450		450	900	1,125	-	-	
	50	661,375	20		20	40	50	-	-	
	60	6,968,794	160		160	320	400	-	-	
SUBTOTAL		55,474,402	1,280		1,280	2,560	3,200	-	-	
E ESTATE LOW DENSITY RESIDENTIAL					2.5	3.0	3.5			GP density range: 0 - 2.5 DU/AC, Target = 1
	7	39,784,733	910		2,275	2,730	3,185	-	-	
	15	20,605,825	470		1,175	1,410	1,645	-	-	
	19	772,868	20		50	60	70	-	-	
	29	4,291,502	100		250	300	350	-	-	
	43	1,884,372	40		100	120	140	-	-	
	45	16,243,809	370		925	1,110	1,295	-	-	
	48	8,262,474	190		475	570	665	-	-	
	59	5,367,218	120		300	360	420	-	-	
SUBTOTAL		97,212,801	2,220		5,550	6,660	7,770	-	-	
ML MEDIUM LOW DENSITY RESIDENTIAL					3.5	4.0	5.0			GP density range: This category does not exist in Avondale
	2	6,779,681	160		560	640	800	-	-	
	8	15,712,024	360		1,260	1,440	1,800	-	-	
	10	6,294,773	140		490	560	700	-	-	
	12	23,119,977	530		1,855	2,120	2,650	-	-	
	13	16,154,572	370		1,295	1,480	1,850	-	-	
	14	15,430,590	350		1,225	1,400	1,750	-	-	
	16	8,809,769	200		700	800	1,000	-	-	
	17	7,943,807	180		630	720	900	-	-	
	18	423,502	10		35	40	50	-	-	
	20	6,716,471	150		525	600	750	-	-	
	23	1,566,834	40		140	160	200	-	-	
	24	4,845,961	110		385	440	550	-	-	
	25	5,698,046	130		455	520	650	-	-	
	26	9,267,514	210		735	840	1,050	-	-	
	27	6,393,299	150		525	600	750	-	-	
	31	15,520,547	360		1,260	1,440	1,800	-	-	
	32	19,011,738	440		1,540	1,760	2,200	-	-	
	33	4,497,903	100		350	400	500	-	-	
	42	7,927,292	180		630	720	900	-	-	
	44	6,175,594	140		490	560	700	-	-	
	46	40,212,757	920		3,220	3,680	4,600	-	-	
	51	2,171,975	50		175	200	250	-	-	
	52	21,886,135	500		1,750	2,000	2,500	-	-	
	53	35,147,345	810		2,835	3,240	4,050	-	-	
	54	1,669,198	40		140	160	200	-	-	
	55	710,298	20		70	80	100	-	-	
	56	957,832	20		70	80	100	-	-	
	57	10,195,421	230		805	920	1,150	-	-	
	58	9,301,836	210		735	840	1,050	-	-	
SUBTOTAL		310,442,691	7,110		24,885	28,440	35,550	-	-	
M MEDIUM DENSITY RESIDENTIAL					5.0	6.0	8.0			GP density range: 2.5-4.0 DU/AC, target = 2.5
	9	3,828,112	90		450	540	720	-	-	
	11	3,735,605	90		450	540	720	-	-	
	21	6,673,306	150					-	-	
	22	957,517	20					-	-	
SUBTOTAL		15,194,540	180		900	1,080	1,440	-	-	
MH MEDIUM HIGH DENSITY RESIDENTIAL					8.0	10.0	12.0			GP density range: 4-12 DU/AC, Target = 8.0
	34	5,236,778	120		960	1,200	1,440	-	-	
	36	2,892,747	70		560	700	840	-	-	
	38	3,530,592	80		640	800	960	-	-	
	40	3,252,260	70		560	700	840	-	-	
SUBTOTAL		14,912,377	340		2,720	3,400	4,080	-	-	
H HIGH DENSITY RESIDENTIAL					12.0	20.0	25.0			GP density range: 12-30 DU/AC, Target = 12.0
	3	1,655,229	40		480	800	1,000	-	-	
	6	1,295,001	30		360	600	750	-	-	
	35	1,745,238	40		480	800	1,000	-	-	
	37	1,312,791	30		360	600	750	-	-	
SUBTOTAL		6,008,259	140		1,680	2,800	3,500	-	-	
R RESORT										GP density range: 2.5-4.0 DU/AC, target = 2.5
	1	16,120,378	370	-	-	-	-	-	-	
SUBTOTAL		16,120,378	370	-	-	-	-	-	-	
OS OPEN SPACE AND PARKS										
PARK	28	6,183,842	140	-	-	-	-	-	-	
OPEN SPACE		1,116,062,254	25,620	-	-	-	-	-	-	
SUBTOTAL		1,122,266,096	25,760	-	-	-	-	-	-	
FP FLOODPLAIN/WASHES										
FLOOD ZONE		34,526,095	790	-	-	-	-	-	-	
ALL WASHES		22,046,073	510	-	-	-	-	-	-	
SUBTOTAL		56,572,168	1,300	-	-	-	-	-	-	
PF PUBLIC FACILITIES										
SUBTOTAL		0	0	-	-	-	-	-	-	
LC LOCAL COMMERCIAL							0.15	0.22	0.30	
	4	1,838,664	40	-	-	-	275,800	404,500	551,600	Currently Calculated Using Gross Acreage
	5	1,731,531	40	-	-	-	259,700	380,900	519,500	Currently Calculated Using Gross Acreage
	39	963,170	20	-	-	-	144,500	211,900	289,000	
	41	945,251	20	-	-	-	141,800	208,000	283,600	
SUBTOTAL		5,478,616	120	-	-	-	821,800	1,205,300	1,643,700	
ROADWAY RIGHT-OF-WAY		-	-	-	-	-	-	-	-	
TOTAL (SUM)		583,600,074	13,200		37,015	44,940	55,540	821,800	1,205,300	1,643,700

Planning Area Projections

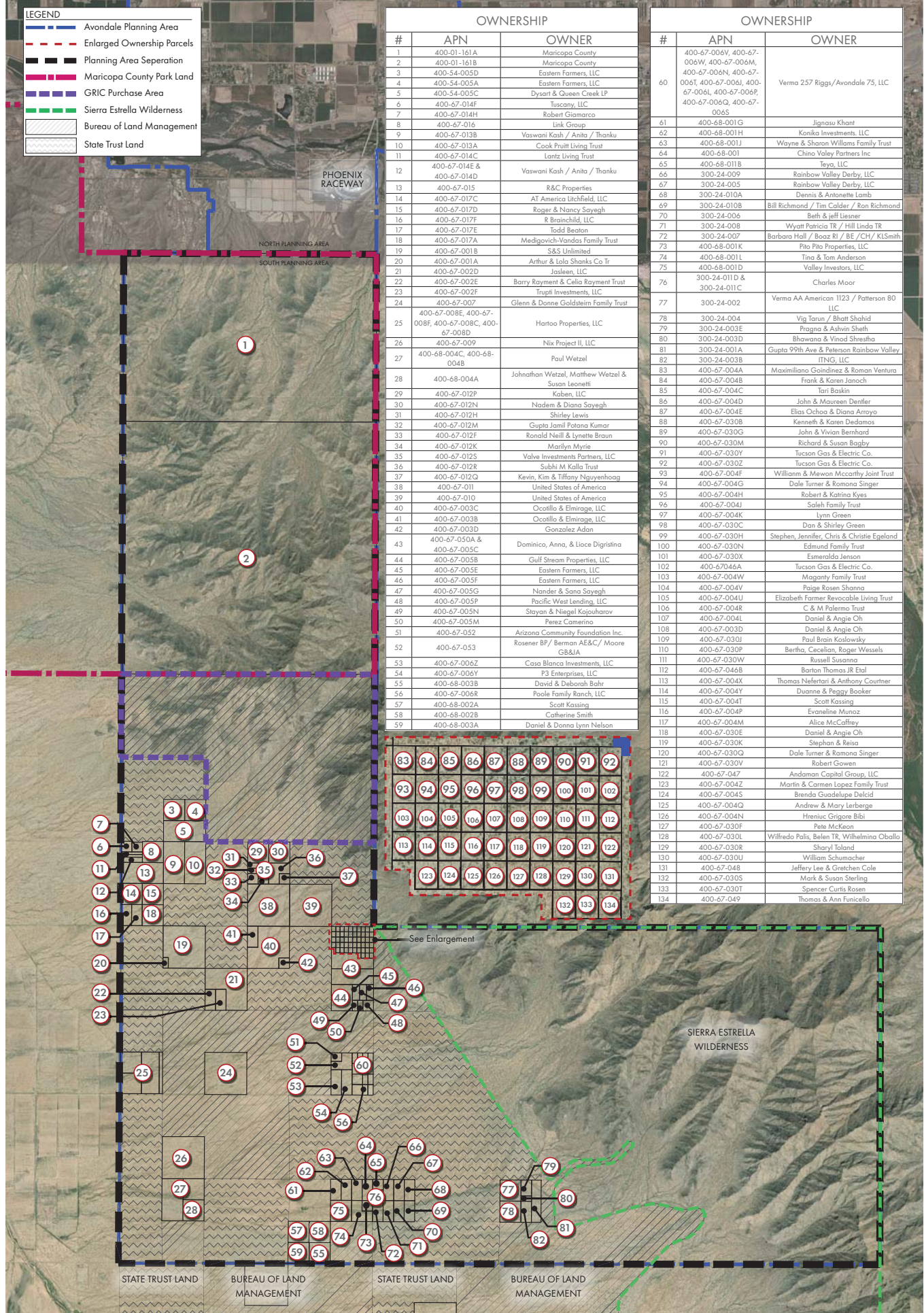
Average Blended Density (Net) ⁽¹⁾	3.4
Projected Population	130,326
Projected Elementary School Age Children	22,470
Demand for Elementary Schools (number)	18.7
Projected High School, School Age Children	11,235
Demand for High Schools (number)	4.5
Projected Purchasing Power	\$ 1,101,030,000
Projected Retail Demand (Square Feet)	\$ 7,340,200
Projected Retail Demand (Acres)	\$ 674
Demand for Emergency Response (Stations)	5.2
Water Demand	tbd
Wastewater Discharge	tbd

(1) Net density excludes mountainous open space areas.



LEGEND

- RURAL LOW RESIDENTIAL (1 - 2.5 DU/AC)
- ESTATE LOW RESIDENTIAL (2.5 - 3.5 DU/AC)
- MEDIUM LOW DENSITY RESIDENTIAL (3.5 - 5.0 DU/AC)
- MEDIUM RESIDENTIAL (5.0 - 8.0 DU/AC)
- MEDIUM HIGH RESIDENTIAL (8 - 12 DU/AC)
- HIGH DENSITY RESIDENTIAL (12-25 DU/AC)
- *TARGET DENSITIES SHOWN ON PLAN
- LOCAL COMMERCIAL
- RESORT
- OPEN SPACE
- FLOODWAY
- WASHES
- SOUTH PLANNING AREA
- AVONDALE CITY LIMITS
- SCENIC DRIVE (200' WIDE CORRIDOR)
- ARTERIAL ROADWAY
- BLM EXCHANGE AREA (2,554 AC)
- HIGHWAY INTERCHANGE



RESOLUTION NO. 1110-1221

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE GENERAL PLAN REGARDING THE LAND-USE DESIGNATION OF APPROXIMATELY 38,820 ACRES LOCATED SOUTH OF THE SIERRA ESTRELLA MOUNTAINS AT THE SOUTHERN END OF THE CITY OF AVONDALE'S MUNICIPAL PLANNING AREA AS SHOWN IN APPLICATION PL-21-0014, FROM ESTATE LOW DENSITY RESIDENTIAL, OPEN SPACE AND PARKS, AND LOCAL COMMERCIAL TO OPEN SPACE AND PARKS, FLOODWAY AND WASHES, RURAL LOW DENSITY RESIDENTIAL, ESTATE LOW DENSITY RESIDENTIAL, MEDIUM LOW DENSITY RESIDENTIAL, MEDIUM DENSITY RESIDENTIAL, MEDIUM HIGH DENSITY RESIDENTIAL, HIGH DENSITY RESIDENTIAL, LOCAL COMMERCIAL AND RESORT USES.

WHEREAS, the City of Avondale General Plan (the "General Plan") was adopted by the Mayor and Council of the City of Avondale (the "City Council") on April 2, 2012, and ratified by the qualified electors of the City of Avondale on August 28, 2012; and

WHEREAS, the City Council desires to amend the General Plan to change the land-use designation for approximately 38,820 acres of real property generally located south of the Sierra Estrella Mountains at the southern end of the City of Avondale's Municipal Planning Area (known as "South Avondale") from Estate/Low Density Residential, Open Space and Parks, and Local Commercial, to Open Space and Parks, Floodway and Washes, Rural Low Density Residential, Estate Low Density Residential, Medium Low Density Residential, Medium Density Residential, Medium High Density Residential, High Density Residential, Local Commercial, and Resort Uses as shown on Application PL-21-0014 (the "General Plan Amendment"); and

WHEREAS, the General Plan establishes the authority and procedures for amendments to the General Plan land-use designations; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City of Avondale (the "City") has consulted with, advised and provided the opportunity for public comment on the General Plan Amendment; and

WHEREAS, all due and proper notice of the public hearings on the General Plan Amendment held before the City of Avondale Planning Commission (the "Commission") and the City Council was given in the time, form and substance provided by ARIZ. REV. STAT. § 9-461.06; and

WHEREAS, pursuant to the General Plan, the Commission held (i) the first public hearing on the proposed General Plan Amendment on October 20, 2021, and (ii) the second public hearing on November 17, 2021 after which the Commission recommended approval; and

WHEREAS, pursuant to the General Plan, the City Council held a public hearing on the proposed General Plan Amendment on December 13, 2021.

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

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

SECTION 2. The General Plan is hereby amended to change the land-use designation for approximately 38,820 acres of real property generally located south of the Sierra Estrella Mountains at the southern end of the City of Avondale's Municipal Planning Area as shown in Application PL-21-0014, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, from Estate/Low Density Residential, Open Space and Parks, and Local Commercial to Open Space and Parks, Floodway and Washes, Rural Low Density Residential, Estate Low Density Residential, Medium Low Density Residential, Medium Density Residential, Medium High Density Residential, High Density Residential, Local Commercial, and Resort Uses.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 13, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1110-1221

[General Plan Amendment Legal Description and Map]

See following pages.

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
SOUTH AVONDALE ANNEXATION

ALL OF SECTIONS 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35 AND 36 OF
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA; AND

ALL OF SECTIONS 1, 2, 3, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35, AND 36 OF
TOWNSHIP 2 SOUTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA; AND

ALL OF SECTIONS 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 AND 36
OF TOWNSHIP 2 SOUTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND
MERIDIAN, MARICOPA COUNTY, ARIZONA; AND

ALL OF SECTIONS 1, 2 AND 3 OF TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE GILA AND
SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; AND

ALL OF SECTIONS 1, 2, 3, 4, 5 AND 6 OF TOWNSHIP 3 SOUTH, RANGE 1 EAST OF THE GILA
AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

