



City of Avondale
City Council Meeting
Monday, August 22, 2022

Mayor and Council

Kenneth Weise, Mayor

Veronica Malone, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member
Curtis Nielson, Council Member | Mike Pineda, Council Member
Gloria Solorio, Council Member

Administration

Cherlene Penilla, Acting City Manager

Tracy Stevens, Acting Assistant City Manager

Nicholle Harris, City Attorney | Marcella Carrillo, City Clerk

City Council Chambers

11465 West Civic Center Drive
Avondale, AZ 85323



**City Council Meeting
Notice & Agenda
Monday, August 22, 2022**

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

**SPECIAL MEETING
5:30 PM**

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. EMPLOYEE INTRODUCTIONS & ANNOUNCEMENTS (DISCUSSION ONLY)

City Clerk's Office - Employee Introductions

- Margaret Carey, Deputy City Clerk

Development & Engineering Services - Employee Introductions

- Rick Carr, Project Manager (CIPs)
- Brandon McTague, Project Manager (CIPs)
- Donald Meek, Senior Building Inspector
- Augustus Gerletti, Associate Planner
- Jani Wertin, Planner
- Ann Dolmage, Senior Planner

Development & Engineering Services - Employee Announcements

- David Rodriguez, Received the ATSSA Traffic Control Supervisor Recertification

Neighborhood & Family Services - Employee Introductions

- Michelle Ormiston, Resource Center Coordinator
- Vanessa Mendoza, Family Education Specialist

Public Works Department - Employee Introductions (Video)

- Tyler Blackmore, Water Distribution Operator
- Scott Estavillo, Wastewater Collections Operator
- Eddie Guzman, Equipment Parts Specialist
- Mathew Hernandez-McCarron, Solid Waste Supervisor
- Gabriel Lee, Environmental Technician
- Tyrone Lewis, SCADA Technician
- Alfredo Macedo, Equipment Operator
- Jimmy Meneses, Equipment Operator
- Hector Montes, Water Distribution Operator
- Jazmine Oropeza, Customer Service Rep.
- Julian Torres, Water Distribution Operator
- Ricardo Torres, Equipment Operator
- Jimmy Zapien, Equipment Operator

3. GABE ZIMMERMAN PUBLIC SERVICE AWARD

City Council will recognize Sandy Lopez, Senior Services Manager for being awarded the 2022 Gabe Zimmerman Public Service Community Builder Award. This item is for discussion only.

4. INNOVATION TEAM RECOGNITION

Recognition of Avondale staff members who graduated from the 2020-21 and 2021-22 Innovate Avondale Innovation Team programs. This item is for discussion only.

5. ADJOURNMENT

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should email a Request to Speak to PublicComment@AvondaleAZ.gov prior to consideration of that agenda item.

REGULAR MEETING

6:00 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. MINUTES

City Council will consider a request to approve the July 11, 2022, July 26, 2022, and August 10, 2022 City Council meeting minutes. The Council will take appropriate action.

b. MINUTES - RATIFICATION OF PAST MINUTES

City Council will consider a request to approve the ratification of past minutes of the January 10, 2015 City Council Meeting. The Council will take the appropriate action.

c. APPOINTMENT TO THE VOLUNTEER FIRE DEPARTMENT PENSION BOARD

Staff recommends City Council approve a request to: (a) remove Dale Nannenga, Public Safety Chief, as an appointed member to the Volunteer Fire Department Pension Board; (b) appoint Ken Gilliam as a Board Member; and (c) authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

d. REAPPOINTMENT OF PAUL LEMMON TO THE JUDICIAL ADVISORY BOARD AND DANIEL SCHUH TO THE EMPLOYEE BENEFIT TRUST BOARD

City Council will consider a request to reappoint Paul Lemmon to the Judicial Advisory Board for an additional term to expire on June 30, 2026 and Daniel Schuh to the Employee Benefit Trust Board for an additional term to expire on April 30, 2024. The Council will take appropriate action.

e. TRANSFER APPROPRIATIONS BETWEEN DEPARTMENTS - DUMPSTER SERVICES FOR NEIGHBORHOOD CLEANUPS

City Council will consider a request to transfer \$10,000 from the Facilities Department to the Office of Public Safety to support dumpster services for neighborhood cleanups within the Code Compliance Division and authorize staff to execute the necessary budget adjustment. The Council will take appropriate action.

f. AMENDMENT TO PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT WITH CRAIG L. JENNINGS (PRESIDING JUDGE)

City Council will consider a request to approve an amendment to the employment agreement with Craig L. Jennings (Presiding Judge) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 1054-0822 - CANVASS OF VOTES FOR THE AUGUST 2, 2022 PRIMARY ELECTION

City Council will consider a request to adopt Resolution 1054-0822, canvassing the results of the August 2, 2022 Primary Election and authorize the City Clerk to issue Certificates of Election. The Council will take appropriate action.

h. RESOLUTION 1055-0822 - INTERGOVERNMENTAL AGREEMENT WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT #216

City Council will consider a request to adopt Resolution 1055-0822, authorizing an Intergovernmental Agreement with the Agua Fria Union High School District #216 to share the cost of providing a School Resource Officer (SRO) during the 2022/2023 school year authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. RESOLUTION 1056-0822 – INTERGOVERNMENTAL AGREEMENT WITH AMERICAN CHARTER SCHOOLS FOUNDATION, ESTRELLA HIGH SCHOOL

City Council will consider a request to adopt Resolution 1056-0822, authorizing an Intergovernmental Agreement with the American Charter Schools Foundation to share the cost of providing a School Resource Officer (SRO) during the 2022/2023 school year 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 1057-0822 – INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT #216, LA JOYA/WESTVIEW

City Council will consider a request to adopt Resolution 1057-0822, authorizing an Intergovernmental Agreement with the Tolleson Union High School District #214 to share the cost of providing a School Resource Officer (SRO) during the 2022/2023 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. RESOLUTION 1058-0822 – INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT #216, WEST POINT

City Council will consider a request to adopt Resolution 1058-0822, authorizing an Intergovernmental Agreement with the Tolleson Union High School District #216 to share the cost of providing a School Resource Officer (SRO) during the 2022/2023 school year and authorize the Mayor, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

I. RESOLUTION 1059-0822 - ACCOUNTABILITY CONTRACT WITH THE CITY OF LITCHFIELD PARK

City Council will consider a request to adopt Resolution 1059-0822, approving the Accountability Contract with the City of Litchfield Park for fiscal year 2022-2023 in the amount of \$2,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

m. RESOLUTION 1060-0822 – AUTHORIZING GRANT ACCEPTANCE FROM GOHS FOR “WORK ZONE” ENFORCEMENT CAMPAIGN

City Council will consider a request to adopt Resolution 1060-0822, authorizing a grant provided by the Governor’s Office of Highway Safety (GOHS) in the amount of \$5,000, which will support the Police Department’s funding of Arizona’s Work Zone Safety Enforcement laws through overtime expenses 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 1061-0822 - V-TOWNHOMES - DEVELOPMENT AGREEMENT WITH ENCANTO TOWNHOME HOLDINGS, LLC

City Council will consider a request to adopt Resolution 1061-0822, approving a Development Agreement with Encanto Townhome Holdings, LLC to reimburse the City of Avondale for one-half of the costs for the Avondale Boulevard half-street improvements along the project frontage, to provide the easements as necessary to construct the improvements, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

o. ORDINANCE 2046-0822 - AVONDALE CITY CODE AMENDMENT, CHAPTER 15, ARTICLE I - RELATING TO NOISE

City Council will consider a request to adopt Ordinance 2046-0822, amending Avondale City Code, Chapter 15 (Miscellaneous provisions and offences), Article I (In general) Relating to noise to reduce charges related to excessive loud noise emitted by vehicles authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

p. ORDINANCE 2047-0822 - LOWER BUCKEYE ROAD ANNEXATION

City Council will consider a request to adopt Ordinance 2047-0822 authorizing the annexation of a portion of Lower Buckeye Road right of way from Avondale Boulevard to 112th Lane and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. Council will take appropriate action.

q. ORDINANCE 2048-0822 - ABANDONMENT OF 125TH AVENUE RIGHT-OF-WAY

City Council will consider a request to adopt Ordinance 2048-0822 authorizing the abandonment of 125th Avenue right-of-way generally located west of El Mirage Road and south of Illini Street, and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

r. CLEARSKY HOSPITAL – MINOR LAND DIVISION - APPLICATION PL-22-0041

City Council will consider a request by Steven Lewis with RPA, on behalf of Danny Banks with Clearsky Health, for approval of a Minor Land Division – Clearsky Hospital located at the southwest corner of McDowell Road and 109th Avenue. The Council will take appropriate action.

s. ENCORE AVONDALE – FINAL PLAT - APPLICATION PL-22-0088

City Council will consider a request by Jason Morris with Withey Morris PLC, on behalf of EMF Avondale LLC, for approval of a Final Plat – Encore Avondale located at the southeast corner of Park Avenue and Roosevelt Street. The Council will take appropriate action.

4. REGULAR AGENDA

a. PUBLIC HEARING AND ORDINANCE 2049-0822 - REZONE FOR FAIRWAY RESIDENCES - PLANNED AREA DEVELOPMENT (PAD) - APPLICATION PL-22-0068

City Council will hold a public hearing and consider a request to adopt 2049-0822, approving a request by Ms. Carolyn Oberholtzer of Bergin, Frakes, Smalley & Oberholtzer, PLLC, on behalf of HAM Fairway, LLC / FWVB, LLC, to rezone approximately 15.75 gross acres (14.17 net acres) at the southwest corner of Fairway Drive and Van Buren Street and authorize the Mayor, Acting City Manager, City Attorney and City Clerk to execute the necessary documents. A portion of the site is currently zoned R1-6 and the remaining portion is zoned Coldwater Springs PAD. The proposal will change the zoning of both properties to Fairway Residences PAD. The proposed Rezone will allow for a 286-unit multi-family residential project. The Council will take appropriate action.

b. PUBLIC HEARING AND ORDINANCE 2050-0822 - REZONE FOR FUZE 623 PLANNED AREA DEVELOPMENT (PAD) - APPLICATION PL-21-0306

City Council will hold a public hearing and consider a request to adopt Ordinance 2050-0822, approving a request by Ms. Hannah Bleam of Withey Morris PLC, on behalf of Z-Modular Avondale LLC, to Rezone approximately 38.86 gross acres (31.77 net acres) at the northeast corner of 119th Avenue and Van Buren Street and authorize the Mayor, Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The site is currently zoned City Center District (CCD), and the proposal would change the zoning to Fuze 623 Planned Area Development (PAD) with underlying zoning of Multi-Family Residential (R-4) and Community Commercial (C-2). The proposed Rezone will facilitate the development of the site with a 681-unit apartment complex and commercial uses. The Council will take appropriate action.

c. PUBLIC HEARING AND RESOLUTION 1062-0822 - MINOR GENERAL PLAN AMENDMENT FOR FUZE 623 PLANNED AREA DEVELOPMENT - APPLICATION PL-21-0307

City Council will hold a public hearing and consider a request to adopt Resolution 1062-0822, approving a request by Ms. Hannah Bleam of Withey Morris PLC, on behalf of Z-Modular Avondale LLC, for a Minor Amendment to the Avondale General Plan 2030 Land Use Map for Fuze 623, a proposed 38.86-acre site located at the northeast corner of 119th Avenue and Van Buren Street and authorize the Mayor, Acting City Manager, City Attorney and City Clerk to execute the necessary documents. If approved, the proposed Minor General Plan Amendment will amend the General Plan 2030 Land Use Map designation from Mixed Use to High Density Residential and Local Commercial. The Council will take appropriate action.

d. INFRASTRUCTURE IMPROVEMENT PLAN AND DEVELOPMENT IMPACT FEE UPDATE PROCESS

City Council will receive an update on the Development Impact Fee Study process. This item is for discussion only, input and feedback is requested from City Council.

e. DROUGHT PREPAREDNESS PLAN UPDATE

City Council will receive an update on the City's Draft Drought Preparedness Plan. This item is for discussion only, input and feedback is requested from City Council.

5. AUTHORIZATION TO HOLD AN EXECUTIVE SESSION

City Council will consider a request to hold an executive session for the following items:

A. Discussion, consideration and legal advice concerning the appointment for the position of City Auditor pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(1) and (A)(3).

B. Pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(3) and (A)(4), discussion with the City Attorney or attorneys for the City for legal advice concerning contemplated or pending litigation and to instruct the City Attorney and attorneys for the City on such litigation for the Claims of:

- (i) James Holland
- (ii) Kenosha Skinner
- (iii) Charles Montoya

C. Discussion, consideration, and legal advice concerning Ron Corbin's appointment and employment contract terms for the position of city manager pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(1), (A)(3) and (A)(4).

CONVENE IMMEDIATELY FOLLOWING EXECUTIVE SESSION

6. EMPLOYMENT AGREEMENT - CITY MANAGER - RON CORBIN

City Council will consider a request to approve an Employment Agreement with Ron Corbin to serve as the City of Avondale's new City Manager with a start date of November 14, 2022, and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

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

CITY COUNCIL REPORT

SUBJECT: Gabe Zimmerman Public Service Award

MEETING DATE: 8/22/2022

TO: Mayor and Council

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

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

n/a

PURPOSE:

City Council will recognize Sandy Lopez, Senior Services Manager for being awarded the 2022 Gabe Zimmerman Public Service Community Builder Award. This item is for discussion only.

BACKGROUND:

The Gabe Zimmerman Public Service Awards are sponsored by the Center for the Future of Arizona and supported by Arizona City/County Management Association, Arizona Department of Administration, County Supervisors Association of Arizona, Inter Tribal Council of Arizona, Inc., and League of Arizona Cities and Towns. The Center for the Future of Arizona is a nonpartisan, nonprofit that combines research with collaborative partnerships and initiatives that drive the state's economic prosperity, quality of life, and civic health to create a better future for all Arizonans.

DISCUSSION:

Sandy Lopez, Senior Services Manager for the City of Avondale, was honored with a Gabe Zimmerman Public Service Community Builder Award. The 2022 honors were presented on Thursday, July 21 at the Arizona City/County Management Association Summer Conference hosted this year in Tucson, AZ.

The Gabe Zimmerman Public Service Community Builder Award recognizes public servants in cities and towns who advance community pride and connectedness. These leaders have been instrumental in transforming their communities through a variety of efforts including job creation and training, healthy communities, environmental and historical preservation, volunteerism and philanthropy, and educational advancement.

Sandy Lopez, Senior Services Manager for the City of Avondale, has served in various management roles within the Neighborhood and Family Services Department. Sandy demonstrates an extraordinary commitment to the Avondale community as well as to the general public.

A few examples of accomplishments under Sandy's leadership include, but are not limited to... leading the revitalization of Avondale's historic neighborhood, collaboration with the business community to generate partnerships and develop program ambassadors, launched a new Façade/Signage Improvement Program, and conduct neighborhood beautification project. Sandy led a successful proposal process to identify and

contract with a non-profit organization to provide needed health & human services at the former resource center building located in Historic Avondale. The process resulted in selection of the Opportunity Tree , an organization that provides an array of programs for Avondale and West Valley residents with Intellectual and Development Disabilities and their families. Additionally, during a period of two management position vacancies, Sandy worked to sustain Revitalization Division efforts, support the Housing and Community Development Division all while transitioning into her new role as the Senior Service Manager.

BUDGET IMPACT:

There is no budgetary impact associated with this item.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: n/a

CITY COUNCIL REPORT

SUBJECT: Innovation Team Recognition

MEETING DATE: 8/22/2022

TO: Mayor and Council

FROM: Cherlene Penilla, Acting City Manager, (623) 333-1015

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:

Recognition of Avondale staff members who graduated from the 2020-21 and 2021-22 Innovate Avi Innovation Team programs. This item is for discussion only.

BACKGROUND:

The Innovation Team was created in October 2019 by City Management and Department Directors with the purpose of empowering Avondale employees to foster a culture of innovation that allows our staff members to create a positive, engaging work environment that helps save our internal and external stakeholders time and money. Since its inception, a total of 28 Avondale staff members across two classes have graduated from the Innovate Avi Innovation Team program.

DISCUSSION:

Following are the Avondale staff members to be recognized as Innovation Team graduates:

2021-22 Innovate Avi Innovation Team

Team Member	Department
America Gonzalez	City Clerk's Office
Carly Bowling	Marketing and Public Relations
Christa Wilson	Marketing and Public Relations
Corina Rodriguez	Human Resources / Facilities
Hayley Buzulencia	Public Works
Janet Dayer	Development & Engineering Services
Jennifer Davidson	Public Works
Jerie Guajardo	Neighborhood & Family Services
Samantha Corrales	Human Resources
Selina Lemley	Neighborhood & Family Services
Ted Flores	Human Resources
Terry Ann Lawler	Neighborhood & Family Services
Zach Martins	Parks and Recreation

2020-21 Innovate Avi Innovation Team

Team Member	Department
Bob Mann	IT
Dominic DeCono	Parks and Recreation
Elisabeth Kahn	Development & Engineering Services
Greg Luethje	Finance & Budget
Jason Eneboe	IT
Jeremy Abbott	Public Works
Josh Davis	IT
Mammy Rios	Police
Mike Folia	Police
Nikki Cross	Human Resources
Noelene Richards	Marketing and Public Relations
Olivia Contreras	Police
Reid Birrell	Public Works
Sandy Lopez	Neighborhood & Family Services
Terri Denemy	Public Works

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION:

There is no recommendation.

Contact person for document distribution: Torin Sadow

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 8/22/2022

TO: Mayor and Council

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

THROUGH: Cherlene Penilla, Acting City Manager, 623-333-1015

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 July 11, 2022, July 26, 2022, and August 10, 2022 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 July 11, 2022, July 26, 2022, and August 10, 2022 City Council meeting minutes.

Contact person for document distribution: Chris Pierson

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
July 11, 2022

A **Special Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 5:32 p.m.

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

**Council Member Conde arrived at the meeting at 5:35 p.m.*

***Council Member Solorio attended the meeting by telephone.*

Members Absent: None.

Other Municipal Officials Present: Tracy Stevens, Acting Assistant City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Andrea Dumbrell, Human Resources Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Ken Gilliam, Fire Chief; Craig Jennings, Judge; Corey Larriva, Parks and Recreation Assistant Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development Services Acting Director; Marshall Pimentel, Intergovernmental Affairs Administrator; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; Aric Stuart, Engineering Services Acting Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately ten members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. NEW EMPLOYEE INTRODUCTIONS

The following employees were introduced to the City Council. This item was for discussion only.

City Clerk's Office

- Chris Pierson - City Clerk Specialist

Finance and Budget

- Aneyssa Romo - Budget Analyst
- Hortencia Reyes - Accounting Specialist

Office of Public Safety

- Gabrielle Bobinsky - Community Outreach Coordinator

3. LEGISLATIVE UPDATE

Marshall Pimentel, Intergovernmental Affairs Administrator, provided a legislative update to City Council. This item was for discussion only.

Mr. Pimentel stated that as a city, Avondale's guiding principles include: Preserving local funding mechanisms; protecting local authority and maintaining flexibility in service delivery. A brief overview of bill highlights was provided for the following topics: Extension of Proposition 400; affordable housing; water policy, fireworks, municipal residential rental tax; and prime contracting. The State budget packet consists of an \$18 billion spending plan. Significant investments include \$1 billion for water; \$1 billion for infrastructure; \$425 million to the state's rainy-day fund; \$60 million for the Housing Trust Fund; \$1 billion for K-12 education; and \$1.25 billion to pay down debt and pension obligations. Other budget highlights include establishment of a major events fund; establishment of an anti-human trafficking grant fund; and widening of the I-10 between Casa Grande and Chandler. An overview of the current redistricting legislative map was reviewed. A list of state legislative candidates includes the following individuals: Diego Espinoza; Richard Andrade; Lupe Contreras; Lorenzo Sierra; Leezah Sun; Natacha Chavez; Brian Fernandez; Gary Garcia Snyder; Jesus Lugo, Jr., and Mariana Sandoval.

Mayor Weise stated that he became Chair of the Maricopa County Association of Governments (MAG) on July 1st. He provided an overview of challenges facing MAG, which funds the majority of ADOT maintenance projects. Once the existing transportation tax from Prop 400 expires on January 1st, 2025, these funds go away. One of MAG's objectives is to reach out to the legislature in terms of supporting the Prop 400 extension. He read into the record a letter MAG wrote to legislators in support of the extension.

4. MINUTES

City Council considered a request to approve the May 16, 2022, June 6, 2022, and June 13, 2022 City Council meeting minutes.

Vice Mayor Malone moved to approve the May 16, 2022, June 6, 2022, and June 13, 2022 City Council meeting minutes; Council Member Nielson seconded the motion.

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

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

5. ADJOURNMENT

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

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

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

Meeting adjourned at 6:00 p.m.

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 6:27 p.m.

Mayor Kenn Weise 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, Bryan Kilgore, Curtis Nielson, Mike Pineda, and Gloria Solorio*.

**Council Member Solorio attended the meeting by telephone.*

Members Absent: None.

Other Municipal Officials Present: Tracy Stevens, Acting Assistant City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Andrea Dumbrell, Human Resources Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Ken Gilliam, Fire Chief; Craig Jennings, Judge; Corey Larriva, Parks and Recreation Assistant Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development Services Acting Director; Marshall Pimentel, Intergovernmental Affairs Administrator; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; Aric Stuart, Engineering Services Acting Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately ten members of the public were present.

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

2. UNSCHEDULED PUBLIC APPEARANCES

Jeff Uber, resident, provided comments of concern regarding drug activity and other destructive activity in the area of Western Avenue and the Boys and Girls Club.

Jessica Mefford-Miller, Valley Metro, introduced herself and provided a brief overview of Valley Metro current projects and initiatives.

3. CONSENT AGENDA

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

Mayor Weise asked item 3j be removed from the Consent Agenda as he declared a conflict of interest. Motion was made by Mayor Weise, seconded by Council Member Pineda, to approve the Consent Agenda with the exception of item 3j.

Upon vote, the motion carried unanimously 7 to 0.

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

a. SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE FOR QUICK STOP SHOP

City Council recommended approval to the Arizona Department of Liquor License and Control of a Series 10 (Beer and Wine Store) Liquor License submitted by Jeffrey Craig Miller for the sale of beer and wine at Quick Stop Shop located at 127 West Main Street and authorized the City Clerk to execute the necessary documents.

b. SERIES 12 (RESTAURANT) LIQUOR LICENSE - FIRST WATCH RESTAURANT #498

City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Joanne Karen Feinstein for the sale of alcohol at First Watch Restaurant #498 located at 10485 West McDowell Road in Avondale and authorized the City Clerk to execute the necessary documents.

c. SERIES 12 (RESTAURANT) LIQUOR LICENSE - BACKSTREET ASIA

City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Lindsay Hansen Manchua for the sale of alcohol at Backstreet Asia located at 965 East Van Buren Street #124 in Avondale and authorized the City Clerk to execute the necessary documents.

d. VEHICLE PURCHASE BUDGET AND AWARD AUTHORITY

City Council (a) approved a budget amendment in the amount of \$844,000 from the Unanticipated Revenue line item for the purpose of ordering replacement vehicles scheduled for FY2024; (b) authorized administrative award authority for the outlined vehicle purchases; and (c) directed City staff to take appropriate action.

e. CONTRIBUTIONS ASSISTANCE PROGRAM FISCAL YEAR 2022-2023 FUNDING RECOMMENDATIONS

City Council approved the funding recommendations made by the City Council Subcommittee for distribution of the proposed \$200,000 Contributions Assistance Program fund.

f. FAIRWAY COMMERCE CENTER - RE-PLAT - APPLICATION PL-22-0099

City Council approved a request by Matt Kuehn, for approval of a Re-Plat. The proposed Re-Plat combines two (2) parcels into a 25.56 net-acre parcel, dedicates 0.465 acres of right-of-way, dedicates an eight (8) foot Public Utility Easement (PUE) along Fairway Drive, and dedicates a sidewalk easement along both Fairway Drive and Corporate Drive. The site is located at the northeast corner of Fairway Drive and Corporate Drive.

g. CONTRACT FOR SERVICES, LEASE AGREEMENT, AND ITEMIZED BUDGET - AREA AGENCY ON AGING FISCAL YEAR 2022-2023

City Council approved: (a) a contract with Area Agency on Aging (AAA) for fiscal year 2022-2023 in the amount of \$408,745; (b) a Vehicle Lease Agreement in the amount of \$6; (c) adopted an itemized budget for the Senior Center Program; (d) authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds; and (e) authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

h. PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT WITH CRAIG L. JENNINGS (PRESIDING JUDGE)

City Council approved the reappointment and employment agreement with Craig L. Jennings (Presiding Judge) and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

i. RESOLUTION 1047-0722 - EMPLOYMENT AGREEMENT FOR THE CITY ATTORNEY

City Council adopted Resolution 1047-0722, approving the Employment Agreement with Nicholle Harris as City Attorney and authorizing the Mayor, Special Legal Counsel and City Clerk to execute the necessary documents.

j. RESOLUTION 1048-0722 - FIRST THINGS FIRST GRANT RENEWAL

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

k. RESOLUTION 1049-0722 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT FOR COMMUNITY ACTION PROGRAM SERVICES

City Council adopted Resolution 1049-0722, approving the Intergovernmental Agreement for services between Maricopa County administered by its Human Services Department and the City of Avondale, for the provision of the Community Action Program (CAP) services, and authorized the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

l. RESOLUTION 1050-0722 - AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) – TRANSIT SERVICES

City Council adopted Resolution 1050-0722, approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for Fiscal Year 2023 (Contact # 106-75-2023) relating to public transportation services and authorized the Mayor or Acting City Manager and City Clerk to execute the necessary documents.

m. RESOLUTION 1051-0722 - AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY RPTA – PARK AND RIDE

City Council adopted Resolution 1051-0722, approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for Fiscal Year 2023 (Contract # 106-75-2023-01-TC) relating to the design and construction of the Avondale Transit Center and Park and Ride, and authorized the Mayor or Acting City Manager and City Clerk to execute the necessary documents.

n. RESOLUTION 1052-0722 - FOURTH AMENDMENT INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT FOR SHELTER AND HOMELESS SUPPORT SERVICES

City Council adopted Resolution 1052-0722 and approved the Fourth Amendment to an intergovernmental agreement with the Maricopa County Human Services Department for a grant in the amount of \$107,500 for the provision of emergency shelter services, outreach, and case management to individuals and families experiencing homelessness in Avondale, and authorized the Mayor, Acting City Manager and City Clerk to execute the necessary documents and amendments.

o. ORDINANCE 2043-0722 - AMENDMENT TO CITY CODE CHAPTER 23 TRAFFIC, SECTION 23-56

City Council adopted Ordinance 2043-0722, amending City Code Chapter 23, Traffic, Section 23-56 (Definitions; Prima Facie Evidence; Separate Offense) and authorized the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

p. ORDINANCE 2045-0722 - AMENDMENT TO CITY CODE - CITY AUDITOR

City Council (a) adopted Ordinance 2045-0722, approving changes to the city code related to the creation of the Office of the City Auditor and the position of City Auditor; (b) and authorized staff to transfer budget from the City Administration Department budget and contingency as necessary to establish the budget for the office; and (c) authorized the Mayor, Acting City Manager, City Attorney and City Clerk to take the necessary steps and execute the necessary documents.

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

j. RESOLUTION 1048-0722 - FIRST THINGS FIRST GRANT RENEWAL

City Council considered a request to adopt Resolution 1048-0722, authorizing a grant agreement with the First Things First Southwest Maricopa Regional Partnership Council to receive \$200,000 in funding and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

Council Member Nielson moved to adopt Resolution 1048-0722, authorizing a grant agreement with the First Things First Southwest Maricopa Regional Partnership Council to receive \$200,000 in funding and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents; Council Member Pineda seconded the motion.

Upon vote, the motion was carried unanimously 6 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Council Member Solorio	Aye
Vice Mayor Malone	Aye

Mayor Weise	Absent for the vote due to declared conflict of interest
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4. REGULAR AGENDA

a. PUBLIC HEARING AND ORDINANCE 2044-0722 – MAJOR AMENDMENT TO THE GRIFFITH COMMERCE PARK PLANNED AREA DEVELOPMENT (PAD) – APPLICATION PL-22-0034

City Council held a public hearing and considered a request to adopt Ordinance 2044-0722, approving a request by Andy Jochums of Beus Gilbert McGroder PLLC, for a Major Amendment to the Griffith Commerce Park Planned Area Development (PAD); a proposed Major PAD Amendment to allow an auto body repair and paint facility to be permitted on Parcel J of the PAD development plan, also identified as Lot 12 of the

recorded "Final Plat for Griffith Commerce Park" subdivision. This parcel consists of 2.11 net acres of vacant land located at the southwest corner of 105th Avenue and Roosevelt Street. Permitted uses on other parcels within the Griffith Commerce Park PAD are not modified by the proposed Amendment.

Ann Dolmage, Senior Planner, stated that the purpose of the presentation is to review a proposed Major Amendment to the Griffith Commerce Park Planned Area Development (PAD), conduct a public hearing and take action. The PAD was first adopted in 2003, with three subsequent minor amendments. The PAD consists of 80 acres, including lots for Commerce Park (CP) zoning and C-2 (Community Commercial) zoning. An overview of site details and surrounding uses was provided. The amendment will affect one lot at the southwest corner of Roosevelt Street and 105th Avenue (approximately 2.11 net acres). Caliber Collision seeks to develop the site with an autobody repair and paint facility at approximately 16,964 square feet, with 23 parking spaces and 64 storage spaces within a screened area. Conceptual site plan and design were reviewed. The main entrance will be off of Roosevelt, with a right-in, right-out driveway. A secondary driveway will be located at 105th Avenue. Rollup doors for the building will be on its east and south sides. The design comprises ample landscape buffers.

The site included in the amendment request is designated for C-2. Auto body repair and painting is not a permitted C-2 use. Therefore, the amendment would add it as a permitted use for this lot only. Permitted uses for other lots within the PAD will not be modified. The PAD amendment will be in conformance with the General Plan land use designation. It furthers goals in the General Plan and Freeway Corridor Specific Plan. The development standards meet or exceed zoning ordinance and PAD requirements. The site is close to Avondale Auto Park and will result in compatible land use relationships. All required notifications have been completed. There were four comments on aVoice, all expressing approval. A neighborhood meeting was held on April 11th with no attendees. The Planning Commission recommended approval on May 18, 2022.

Mayor Weise opened the public hearing and did not receive any requests to speak. Mayor Weise closed the public hearing and opened the floor for comments from Council.

In response to a question from Council Member Conde, Andy Jochums, Beus Gilbert McGroder PLLC, stated that business hours are no earlier than 7 a.m. All repairs are conducted inside with the doors closed.

Council Member Conde moved to adopt Ordinance 2044-0722 approving PL-22-0034 Griffith Commerce Park Major PAD Amendment to amend the Griffith Commerce Park PAD to allow an auto body repair and paint facility on Lot 12 subject to two (2) recommended conditions of approval as listed in the staff report; Vice Mayor Malone seconded the motion.

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

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

b. RESOLUTION 1053-0722 - SETTING THE FISCAL YEAR 2023 PRIMARY AND SECONDARY PROPERTY TAX

City Council considered a request to adopt Resolution 1053-0722, setting the primary and secondary property tax levy for the fiscal year ending June 30, 2023 and authorize the Mayor, Acting City Manager, and City Clerk to execute the necessary documents.

Renee Weatherless stated that the 2023 primary and secondary property tax rates were presented in conjunction with the budget package. The total levy amount is \$8.4 million. The primary tax rate is \$0.6458 and the secondary tax rate is \$0.9050 for a total of \$1.5508.

Council Member Nielson moved to adopt Resolution 1053-0722, setting the primary and secondary property tax levy for the fiscal year ending June 30, 2023 and authorized the Mayor, Acting City Manager, and City Clerk to execute the necessary documents; Council Member Pineda seconded the motion.

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

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

5. ADJOURNMENT

There being no further business before the Council, Council Member Kilgore moved to adjourn the Regular Meeting and hold an executive session pursuant to (i) Ariz. Rev. Stat. § 38-431.03(A)(1) for the purpose of reviewing applications and discussing candidates for further consideration for the position of City Manager; and (ii) Ariz. Rev. Stat. § 38-431.03(A)(4) for discussion with the City Attorney or attorneys for the City for legal advice concerning contemplated or pending litigation and to instruct the City Attorney and attorneys for the City on such litigation for the Claim of Kenosha Skinner; Council Member Conde seconded the motion.

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

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

Meeting adjourned at 6:45 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 Special Meeting and Regular Meeting of the Council of the City of Avondale held on the 11th day of July 2022. 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

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
MOJAVE CONFERENCE ROOM
July 26, 2022

A **Special Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 2:01 p.m.

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

Members Absent: None.

Other Municipal Officials Present: Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; and Andrea Dumbrell, Human Resources Director.

Other Officials Present: Heather Renschler, Ralph Andersen & Associates.

Audience: No members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. ADJOURNMENT INTO EXECUTIVE SESSION

The City Council considered a request to adjourn the Special Meeting and hold an executive session pursuant to (i) Ariz. Rev. Stat. § 38-431.03(A)(1) for the purpose of reviewing applications and discussing candidates for further consideration for the position of City Manager.

There being no further business before the Council, Council Member Kilgore moved to adjourn the Special Meeting and hold an executive session pursuant to (i) Ariz. Rev. Stat. § 38-431.03(A)(1) for the purpose of reviewing applications and discussing candidates for further consideration for the position of City Manager; Council Member Solorio seconded the motion.

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

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

Meeting adjourned at 2:01 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 Special Meeting of the Council of the City of Avondale held on the 26th day of July 2022. 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

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
MOJAVE CONFERENCE ROOM
August 10, 2022

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

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

Members Absent: None.

Other Municipal Officials Present: Nicholle Harris, City Attorney and Marcella Carrillo, City Clerk.

Audience: No members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. ADJOURNMENT INTO EXECUTIVE SESSION

The City Council will consider a request to hold an executive session pursuant to: (i) Ariz. Rev. Stat. § 38-431.03(A)(1) for the purpose of interviewing Ron Corbin, Michael Lamar*, and Brent Stockwell for the position of city manager and (ii) Ariz. Rev. Stat. § 38-431.03(A)(1) for discussion and consideration regarding the appointment for the position of city manager.

**On August 7, 2022, Michael Lamar withdrew his application for the City Manager position.*

There being no further business before the Council, Vice Mayor Malone moved to adjourn the Special Meeting and hold an executive session pursuant to (i) Ariz. Rev. Stat. § 38-431.03(A)(1) for the purpose of interviewing Ron Corbin, Michael Lamar*, and Brent Stockwell for the position of city manager and (ii) Ariz. Rev. Stat. § 38-431.03(A)(1) for discussion and consideration regarding the appointment for the position of city manager; Council Member Solorio seconded the motion.

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

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

Meeting adjourned at 6:01 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 Special Meeting of the Council of the City of Avondale held on the 10th day of August 2022. 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: Minutes - Ratification of Past Minutes

MEETING DATE: 8/22/2022

TO: Mayor and Council

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

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

PURPOSE:

City Council will consider a request to approve the ratification of past minutes of the January 10, 2015 City Council Meeting. The Council will take the appropriate action.

BACKGROUND:

After completing a scanning project of historical records, staff discovered the minutes of the January 10, 2015 City Council meeting were inadvertently not approved by City Council.

DISCUSSION:

City Council meeting minutes are considered historical and are to be kept permanently. Since the attached meeting minutes were never approved or signed, a ratification of the past minutes was created based off current records.

BUDGET IMPACT:

This item does not impact the City budget.

RECOMMENDATION:

Staff recommends approval of the ratification of past minutes of the January 10, 2015 City Council Meeting.

Contact person for document distribution: Chris Pierson

THE WIGWAM RESORT – PALO VERDE ROOM * 300 E WIGWAM BLVD. * LITCHFIELD PARK, AZ 85340

COUNCIL VISIONING SESSION

January 10, 2015

8:00 AM – 3:45 PM

CALL TO ORDER BY MAYOR WEISE

1 ROLL CALL BY THE CITY CLERK

2 COUNCIL VISIONING AND GOAL SETTING

Through a facilitated discussion, the City Council will explore current conditions in the city of Avondale, develop a vision for its future and establish goals and priorities to be used as guiding principles in the next few years. For information, discussion and direction.

5 ADJOURNMENT

Respectfully submitted,


Carmen Martinez
City Clerk

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

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

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council may be audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

De acuerdo con la ley A.R.S. § 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad política haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes éstos aparezcan en estos videos o grabaciones de audio. Los padres puedan ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabación de la junta. Si hay algún menor de edad presente durante la grabación, la Ciudad dará por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. § 1-602.A.9.

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
WIGWAM RESORT – PALO VERDE ROOM
January 10, 2015

RATIFICATION OF PAST MINUTES

Clerk's Note: Original minutes were not located. Therefore, the meeting minutes were recreated based off current department records.

A **Council Visioning Session** of the City Council of the City of Avondale, Arizona was convened at the Wigwam Resort in the Palo Verde in open and public session at 8:30 a.m.

Members Present: Mayor Kenn Weise; Vice Mayor Stephanie Karlin; and Council Members David Iwanski; Bryan Kilgore; Jim McDonald; Sandi Nielson; and Lorenzo Sierra.

Members Absent: None.

Other Municipal Officials Present: David Fitzhugh, City Manager; Gina Montes, Assistant City Manager; Kevin Artz, Assistant City Manager; Andrew McGuire, City Attorney; Carmen Martinez, City Clerk; Pier Simeri, Community Relations and Public Affairs Director; Daniel Davis, Economic Development Director; Rob Lloyd, Chief Information Officer; Abbe Yacoben, Finance and Budget Director; Cherlene Penilla, Human Resources Director; Tracy Stevens, Planning Manager; Cindy Blackmore, Public Works Director; Dale Nannenga, Police Chief; Paul Adams, Fire Chief; Christopher Reams, Parks, Recreation and Libraries Director; Stephanie Small, Neighborhood and Family Services Director; Jessica Blazina, Deputy Community Relations Director/Intergovernmental Affairs.

Audience: Members of the public were not present.

1. ROLL CALL

2. COUNCIL VISIONING AND GOAL SETTING

Through a facilitated discussion, the City Council explored current conditions in the city of Avondale, developed a vision for its future and establish goals and priorities to be used as guiding principles in the next few years.

Patrick Ibarra, The Mejorando Group reviewed the format and goals of the day's session. He indicated that the idea is to explore and discuss issues relevant to the City's operation and future of community. He showed a brief clip of the documentary film "Lewis and Clark" and explained that the clip is relevant in this context as council members are modern day explorers.

3. ADJOURNMENT

There being no further business before the Council, the meeting was adjourned at 3:45 p.m.

Mayor Kenn Weise

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Council Visioning Session of the Council of the City of Avondale held on the 10th day of January 2015. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo, CMC
City Clerk

CITY COUNCIL REPORT

SUBJECT: Appointment to the Volunteer Fire Department Pension Board

MEETING DATE: 8/22/2022

TO: Mayor and Council

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

THROUGH: Cherlene Penilla, Deputy City Manager, (623) 333-1015

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 our residents to serve Avondale as an appointed board member, increasing our community engagement. The Board & Commission program was created to expand community engagement opportunities for residents.

PURPOSE:

Staff recommends City Council approve a request to: (a) remove Dale Nannenga, Public Safety Chief, as an appointed member to the Volunteer Fire Department Pension Board; (b) appoint Ken Gilliam as a Board Member; and (c) authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Arizona State Statute §9-954, requires that a Fire Chief serve as an appointed board member on the Volunteer Fire Department Pension Board. On February 16, 2021, Dale Nannenga was appointed to fill the vacant seat as the Fire Chief position was vacant.

DISCUSSION:

If approved, Ken Gilliam will be a Regular Board Member for an term to follow his employment with the City of Avondale. The City Clerk's Office is required to hold an annual meeting by March 31st of each year. As required in the City Council Rules of Procedures, the City Clerk emailed Ken Gilliam, notifying him of the recommendation. The email also stated that the recommendation would be presented to the City Council as a scheduled Agenda item.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve a request to: (a) remove Dale Nannenga, Public Safety Chief, as an appointed member to the Volunteer Fire Department Pension Board; (b) appoint Ken Gilliam as a Board Member; and (c) authorize the City Clerk to execute the necessary documents.

Contact person for document distribution: Marcella Carrillo

CITY COUNCIL REPORT

SUBJECT: Reappointment of Paul Lemmon to the Judicial Advisory Board and Daniel Schuh to the Employee Benefit Trust Board

MEETING DATE: 8/22/2022

TO: Mayor and Council

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

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

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 reappoint Paul Lemmon to the Judicial Advisory Board for an additional term to expire on June 30, 2026 and Daniel Schuh to the Employee Benefit Trust Board for an additional term to expire on April 30, 2024. 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; the Subcommittee does not review annual renewals. As required in the City Council Rules of Procedures, the City Clerk emailed all candidates notifying them of the recommendations.

DISCUSSION:

The following members are eligible for reappointment:

JUDICIAL ADVISORY BOARD

- Paul Lemmon as a Regular Member for a full term to expire on 6/30/2026

EMPLOYEE BENEFIT TRUST BOARD

- Daniel Schuh as a Regular Member for a full term to expire on 4/30/2024

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff are recommending the reappointment of the board members.

Contact person for document distribution:

CITY COUNCIL REPORT

SUBJECT: Transfer Appropriations Between Departments - Dumpster Services for Neighborhood Cleanups

MEETING DATE: 8/22/2022

TO: Mayor and Council

FROM: Renee Weatherless, Finance & Budget Director, (623) 333-2011

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

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 transfer will allow the Office of Public Safety to manage the neighborhood clean-up program.

PURPOSE:

City Council will consider a request to transfer \$10,000 from the Facilities Department to the Office of Public Safety to support dumpster services for neighborhood cleanups within the Code Compliance Division and authorize staff to execute the necessary budget adjustment. The Council will take appropriate action.

BACKGROUND:

The city budgets \$10,000 for dumpster services for neighborhood cleanups. During the FY2023 budget process, utilities including solid waste costs for non-enterprise funds were centralized in the Facilities Department. In the process of transferring appropriations from the various departments to Facilities, \$10,000 that was budgeted for dumpster services in the Code Compliance program was inadvertently transferred to Facilities.

DISCUSSION:

Staff is requesting that City Council approve a transfer of \$10,000 back from Facilities Department to the Code Compliance division in the Office of Public Safety. Per state statute, the budget is adopted by department and fund and staff brings transfers of budget between departments to council for consideration.

BUDGET IMPACT:

The transfer of \$10,000 from the Facilities Department to the Office of Public Safety will result in a net zero budget impact.

RECOMMENDATION:

Staff recommends approval for a budget transfer of \$10,000 back from the Facilities Department to the Code Compliance program in the Office of Public Safety, and authorize the Mayor, or City Manager and City Clerk to

execute the necessary documents.

Contact person for document distribution:

CITY COUNCIL REPORT

SUBJECT: Amendment to Professional Services and Employment Agreement with Craig L. Jennings (Presiding Judge)

MEETING DATE: 8/22/2022

TO: Mayor and Council

FROM: Nicholle Harris, City Attorney, (623) 333-1514

THROUGH:

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 approve an amendment to the employment agreement with Craig L. Jennings (Presiding Judge) 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 July 11, 2022, City Council reviewed the performance of Presiding Judge Craig L. Jennings. After said review, the City Council approved a Professional Services and Employment Agreement reappointing Craig L. Jennings as the Presiding Judge of the Municipal Court for a term of two years beginning August 14, 2022 (the "Agreement").

DISCUSSION:

As part of the review and compensation package for the reappointment term, the City Council desires to provide Craig L. Jennings with a vehicle allowance in the amount of \$3,600 annually. The First Amendment to the Professional Services and Employment Agreement amends the Agreement to include the vehicle allowance.

BUDGET IMPACT:

The First Amendment to the Professional Services and Employment Agreement will have a budget impact of \$3,600.

RECOMMENDATION:

Staff recommends the approval of the First Amendment to the Professional Services and Employment Agreement with Craig L. Jennings and recommends authorizing staff to transfer budget from contingency up to \$3,600 to cover the additional compensation in the employment agreement.

Contact person for document distribution: Nicholle Harris, Andrea Dumbrell, Craig Jennings

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CRAIG L. JENNINGS**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT AND EMPLOYMENT AGREEMENT (this “First Amendment”) is entered into as of August 22, 2022, between the City of Avondale, an Arizona municipal corporation (the “City”), and Craig L. Jennings (“Employee”).

RECITALS

A. The City and the Employee entered into Professional Services Agreement No. 13940C, dated July 11, 2022, for Employee to serve as Presiding Judge of the City Court (the “Agreement”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as set forth in the Agreement.

B. The City and the Employee desire to enter into this First Amendment to provide Employee with a vehicle allowance during the term of the Agreement.

AGREEMENT

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

1. Amendment. Section 2, Compensation, of the Agreement is hereby amended to add a new subsection 2.6, Vehicle Allowance to read as follows:

2.6. Vehicle Allowance. Employee shall receive an automobile allowance in the amount equal to three thousand six hundred dollars (\$3,600) per year earned and payable in 26 equal installments on the City’s regular paydays as set out in the City of Avondale Payroll Calendar.

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

3. Non-Default. By executing this First Amendment, the Employee affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all

Employee claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

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

EMPLOYEE:

CITY:

CITY OF AVONDALE, an Arizona
municipal corporation

Craig L. Jennings

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

CITY COUNCIL REPORT

SUBJECT: Resolution 1054-0822 - Canvass of Votes for the August 2, 2022 Primary Election

MEETING DATE: 8/22/2022

TO: Mayor and Council

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

THROUGH: Cherlene Penilla, Acting City Manager, 623-333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- 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.

PURPOSE:

City Council will consider a request to adopt Resolution 1054-0822, canvassing the results of the August 2, 2022 Primary Election and authorize the City Clerk to issue Certificates of Election. The Council will take appropriate action.

BACKGROUND:

Pursuant to Arizona Revised Statutes § 16-642, City Council must meet and canvass the Primary Election held on August 2, 2022. The canvass is the act that declares the election results official. State Statute requires the canvass be completed not less than six days, and not more than twenty days, following the election. The deadline for this action is August 22, 2022.

On September 20, 2021, City Council adopted Resolution 1072-0921, proposing to submit to the qualified electors at the August 2, 2022 election a question to provide for a \$10,408,000 permanent adjustment to the base expenditure limitation. On October 4, 2021, City Council called a Primary Election to be held on August 2, 2022 and if necessary, a General Election on November 8, 2022. The Council authorized the City Clerk and the City Attorney to take all action necessary to conduct the election. On May 2, 2022, City Council adopted Resolution 1027-0522, approving a City-initiated Update to the Avondale General Plan 2030 Readoption application PL-22-0052 and submit the Updated Plan to the qualified electors for ratification.

On August 2, 2022, a Regular Primary Election was conducted by Maricopa County Elections.

DISCUSSION:

The Final Results, as published in the Summary Report by Maricopa County, are as follows:

BALLOT ITEM	YES VOTES	NO VOTES
Prop 468 (General Plan)	6,474	1,776

Prop 469 (Permanent Base 5,801 2,120
Adjustment)

CANDIDATE NAME	TOTAL # OF VOTES
Tina Conde	6,302
Curtis Nielson	5,266
Max White	5,063

Proposition 468 passed and Proposition 468 passed. The aforementioned candidates are declared elected and will be issued Certificates of Election.

BUDGET IMPACT:

Adopting the results of the election is statutorily required and does not have a direct impact on the budget.

RECOMMENDATION:

Staff is recommending City Council adopt a Resolution canvassing the results of the August 2, 2022 Primary Election and authorize the City Clerk to issue certificates of election.

Contact person for document distribution: Marcella Carrillo, Robert Baer, Jodie Novak

RESOLUTION NO. 1054-0822

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON AUGUST 2, 2022.

WHEREAS, the City of Avondale (the “City”), Arizona, did hold a Primary Election on August 2, 2022 (the “Election”) for the nomination/election of three Council Members; and

WHEREAS, on the same ballot two propositions were presented for consideration of the voters: (i) Proposition 468, proposing a permanent base adjustment to the local expenditure limitation and (ii) Proposition 469, adopting the Updated Avondale General Plan 2030 in compliance with State Law; and

WHEREAS, the Election returns, which are attached hereto, have been presented to, and have been canvassed by, the Council of the City of Avondale.

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

SECTION 1. The number of active registered voters, the number ballots cast in each precinct, the number of votes cast in each precinct, and the number of votes by precinct received by each candidate and proposition, as reported by Maricopa County, Arizona, are set forth on Exhibit A, Final Official Results and incorporated herein by this reference.

SECTION 2. The number of rejected ballots by precinct, as reported by Maricopa County, Arizona, are set forth on Exhibit B, Early Voting Rejections and Provisional Totals by Precinct, attached hereto and incorporated herein by this reference.

SECTION 3. The votes cast for the candidates for Council Member were as follows:

Conde, Tina	6,302
Nielson, Curtis	5,266
White, Max	5,063

SECTION 4. It is hereby found, determined and declared of record that Tina Conde, Curtis Nielson, and Max White (i) received the majority of valid votes cast at the Election, and (ii) shall be issued certificates of election by the City Clerk.

SECTION 5. The votes cast for Proposition 468 were as follows:

YES	6,474
NO	1,776

SECTION 6. The votes cast for Proposition 469 were as follows:

YES	5,801
NO	2,120

SECTION 7. It is hereby found, determined and declared of record, that Propositions 468 and 469 received the majority of votes cast and were thereby approved by the voters of Avondale.

SECTION 8. 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 9. 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, August 22, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1054-0822

[Final Official Results]

See following pages.

FINAL OFFICIAL RESULTS

Primary Election

Maricopa County

August 2, 2022

Elector Group	Counting Group	Ballots	Voters	Registered Voters	Turnout
REP	EARLY VOTE	3,111	3,111	8,749	35.56%
	ELECTION DAY	743	743		8.49%
	PROVISIONAL	10	10		0.11%
	Total	3,864	3,864		44.17%
DEM	EARLY VOTE	4,829	4,829	16,288	29.65%
	ELECTION DAY	324	324		1.99%
	PROVISIONAL	3	3		0.02%
	Total	5,156	5,156		31.66%
LBT	EARLY VOTE	24	24	302	7.95%
	ELECTION DAY	4	4		1.32%
	PROVISIONAL	0	0		0.00%
	Total	28	28		9.27%
NON	EARLY VOTE	54	54	16,136	0.33%
	ELECTION DAY	21	21		0.13%
	PROVISIONAL	0	0		0.00%
	Total	75	75		0.46%
Total	EARLY VOTE	8,018	8,018	41,475	19.33%
	ELECTION DAY	1,092	1,092		2.63%
	PROVISIONAL	13	13		0.03%
	Total	9,123	9,123		22.00%

Precincts Reported: 14 of 14 (100.00%)

Registered Voters: 9,123 of 41,475 (22.00%)

Ballots Cast: 9,123

Avondale-Councilmember (Vote for 3)

Precincts Reported: 14 of 14 (100.00%)

	Total	
Times Cast	9,123 / 41,475	22.00%
Undervotes	10,738	
Overvotes	0	

Candidate	Total	
CONDE, TINA	6,302	37.89%
NIELSON, CURTIS	5,266	31.66%
WHITE, MAX	5,063	30.44%
Total Votes	16,631	

	Total	
Unresolved Write-In	120	

Avondale-PROPOSITION 468 (Vote for 1)

Precincts Reported: 14 of 14 (100.00%)

	Total	
Times Cast	9,123 / 41,475	22.00%
Undervotes	871	
Overvotes	2	

Candidate	Total	
YES	6,474	78.47%
NO	1,776	21.53%
Total Votes	8,250	

	Total	
Unresolved Write-In	0	

Avondale-PROPOSITION 469 (Vote for 1)

Precincts Reported: 14 of 14 (100.00%)

	Total	
Times Cast	9,123 / 41,475	22.00%
Undervotes	1,201	
Overvotes	1	

Candidate	Total	
YES	5,801	73.24%
NO	2,120	26.76%
Total Votes	7,921	

	Total	
Unresolved Write-In	0	

FINAL OFFICIAL RESULTS
STATEMENT OF VOTES CAST
Primary Election
Maricopa County
August 2, 2022

Precinct	Registered Voters	Cards Cast	Voters Cast	% Turnout
CITY				
Avondale				
0018 ALVARADO	1,833	305	305	16.64%
0045 AVONDALE	2,117	328	328	15.49%
0146 COLDWATER RIDGE	3,968	726	726	18.30%
0189 CRYSTAL GARDENS	5,125	1,246	1246	24.31%
0224 DESSIE	3,075	448	448	14.57%
0225 DEVONSHIRE	5,205	1,556	1556	29.89%
0345 HADLEY	2,587	472	472	18.25%
0426 LA REATA	2,041	631	631	30.92%
0595 ORME	4,478	941	941	21.01%
0607 PALMBROOK	3,450	935	935	27.10%
0669 QUENTIN	3,296	524	524	15.90%
0705 ROMA PARK	608	116	116	19.08%
0731 SANTA FE	2,150	641	641	29.81%
0885 WARNER	1,542	254	254	16.47%
Avondale - Total	41,475	9,123	9,123	22.00%
CITY - Total	41,475	9,123	9,123	22.00%

Avondale-Councilmember (Vote for 3)

Precinct	Times Cast	Registered Voters	Precinct	CONDE, TINA (NON)		NIELSON, CURTIS (NON)		WHITE, MAX (NON)		Total Votes	Unresolved Write-In
CITY			CITY								
Avondale			Avondale								
0018 ALVARADO	305	1,833	0018 ALVARADO	199		174		160		533	12
0045 AVONDALE	328	2,117	0045 AVONDALE	241		177		164		582	6
0146 COLDWATER RIDGE	726	3,968	0146 COLDWATER RIDGE	497		417		391		1,305	15
0189 CRYSTAL GARDENS	1,246	5,125	0189 CRYSTAL GARDENS	866		744		717		2,327	20
0224 DESSIE	448	3,075	0224 DESSIE	331		248		252		831	10
0225 DEVONSHIRE	1,556	5,205	0225 DEVONSHIRE	1,076		922		854		2,852	10
0345 HADLEY	472	2,587	0345 HADLEY	336		250		249		835	2
0426 LA REATA	631	2,041	0426 LA REATA	453		375		366		1,194	1
0595 ORME	941	4,478	0595 ORME	665		526		544		1,735	10
0607 PALMBROOK	935	3,450	0607 PALMBROOK	589		541		532		1,662	16
0669 QUENTIN	524	3,296	0669 QUENTIN	358		280		261		899	3
0705 ROMA PARK	116	608	0705 ROMA PARK	83		70		75		228	0
0731 SANTA FE	641	2,150	0731 SANTA FE	431		400		365		1,196	15
0885 WARNER	254	1,542	0885 WARNER	177		142		133		452	0
Avondale - Total	9,123	41,475	Avondale - Total	6,302		5,266		5,063		16,631	120
CITY - Total	9,123	41,475	CITY - Total	6,302		5,266		5,063		16,631	120

Avondale-PROPOSITION 468 (Vote for 1)

Precinct	Times Cast	Registered Voters	Precinct	YES (NON)		NO (NON)		Total Votes	Unresolved Write-In
CITY			CITY						
Avondale			Avondale						
0018 ALVARADO	305	1,833	0018 ALVARADO	221		50		271	0
0045 AVONDALE	328	2,117	0045 AVONDALE	231		66		297	0
0146 COLDWATER RIDGE	726	3,968	0146 COLDWATER RIDGE	545		127		672	0
0189 CRYSTAL GARDENS	1,246	5,125	0189 CRYSTAL GARDENS	910		210		1,120	0
0224 DESSIE	448	3,075	0224 DESSIE	326		92		418	0
0225 DEVONSHIRE	1,556	5,205	0225 DEVONSHIRE	1,071		334		1,405	0
0345 HADLEY	472	2,587	0345 HADLEY	369		64		433	0
0426 LA REATA	631	2,041	0426 LA REATA	458		117		575	0
0595 ORME	941	4,478	0595 ORME	679		179		858	0
0607 PALMBROOK	935	3,450	0607 PALMBROOK	620		205		825	0
0669 QUENTIN	524	3,296	0669 QUENTIN	332		133		465	0
0705 ROMA PARK	116	608	0705 ROMA PARK	89		13		102	0
0731 SANTA FE	641	2,150	0731 SANTA FE	446		137		583	0
0885 WARNER	254	1,542	0885 WARNER	177		49		226	0
Avondale - Total	9,123	41,475	Avondale - Total	6,474		1,776		8,250	0
CITY - Total	9,123	41,475	CITY - Total	6,474		1,776		8,250	0

Avondale-PROPOSITION 469 (Vote for 1)

Precinct	Times Cast	Registered Voters	Precinct	YES (NON)		NO (NON)		Total Votes	Unresolved Write-In
CITY			CITY						
Avondale			Avondale						
0018 ALVARADO	305	1,833	0018 ALVARADO	196		58		254	0
0045 AVONDALE	328	2,117	0045 AVONDALE	209		78		287	0
0146 COLDWATER RIDGE	726	3,968	0146 COLDWATER RIDGE	493		155		648	0
0189 CRYSTAL GARDENS	1,246	5,125	0189 CRYSTAL GARDENS	810		283		1,093	0
0224 DESSIE	448	3,075	0224 DESSIE	307		91		398	0
0225 DEVONSHIRE	1,556	5,205	0225 DEVONSHIRE	961		394		1,355	0
0345 HADLEY	472	2,587	0345 HADLEY	327		83		410	0
0426 LA REATA	631	2,041	0426 LA REATA	399		134		533	0
0595 ORME	941	4,478	0595 ORME	614		216		830	0
0607 PALMBROOK	935	3,450	0607 PALMBROOK	548		237		785	0
0669 QUENTIN	524	3,296	0669 QUENTIN	299		151		450	0
0705 ROMA PARK	116	608	0705 ROMA PARK	81		14		95	0
0731 SANTA FE	641	2,150	0731 SANTA FE	392		172		564	0
0885 WARNER	254	1,542	0885 WARNER	165		54		219	0
Avondale - Total	9,123	41,475	Avondale - Total	5,801		2,120		7,921	0
CITY - Total	9,123	41,475	CITY - Total	5,801		2,120		7,921	0

EXHIBIT B
TO
RESOLUTION 1054-0822

[Early Voting Rejections and Provisional Totals by Precinct]

See following pages.



PRECINCT #0016

Reason Code	Description	Count
BS	Bad Signature	2
NS	No Signature	1
L	Returned Late	1
PRECINCT #0016 TOTAL		4

PRECINCT #0037

Reason Code	Description	Count
NS	No Signature	1
PRECINCT #0037 TOTAL		1

PRECINCT #0121

Reason Code	Description	Count
BS	Bad Signature	3
NS	No Signature	6
L	Returned Late	2
PRECINCT #0121 TOTAL		11

PRECINCT #0158

Reason Code	Description	Count
BS	Bad Signature	1
NS	No Signature	3
L	Returned Late	4
PRECINCT #0158 TOTAL		8

PRECINCT #0188

Reason Code	Description	Count
BS	Bad Signature	1
NS	No Signature	3
L	Returned Late	1
PRECINCT #0188 TOTAL		5



PRECINCT #0189

Reason Code	Description	Count
BS	Bad Signature	5
NS	No Signature	8
L	Returned Late	1
PRECINCT #0189 TOTAL		14

PRECINCT #0282

Reason Code	Description	Count
BS	Bad Signature	1
NS	No Signature	1
PRECINCT #0282 TOTAL		2

PRECINCT #0350

Reason Code	Description	Count
BS	Bad Signature	1
NS	No Signature	3
PRECINCT #0350 TOTAL		4

PRECINCT #0465

Reason Code	Description	Count
BS	Bad Signature	1
NS	No Signature	4
L	Returned Late	4
PRECINCT #0465 TOTAL		9

PRECINCT #0474

Reason Code	Description	Count
BS	Bad Signature	2
NS	No Signature	3
L	Returned Late	2
PRECINCT #0474 TOTAL		7



PRECINCT #0574

Reason Code	Description	Count
BS	Bad Signature	1
NS	No Signature	1
PRECINCT #0574 TOTAL		2

PRECINCT #0707

Reason Code	Description	Count
BS	Bad Signature	1
NS	No Signature	4
L	Returned Late	4
PRECINCT #0707 TOTAL		9

SUMMARY - ALL PRECINCTS

Reason Code	Description	Count
BS	Bad Signature	19
NS	No Signature	38
Total Rejected		57
L	Returned Late	19
Total Rejected + Late		76



PRECINCT #0018

Counted	Reason Code	Description	Count
Yes			
	A	ACCEPTED	2
Total Yes			2
No			
	B12	YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION	2
Total No			2
PRECINCT #0018 TOTAL			4

PRECINCT #0146

Counted	Reason Code	Description	Count
Yes			
	A	ACCEPTED	1
Total Yes			1
No			
	B12	YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION	1
Total No			1
PRECINCT #0146 TOTAL			2

PRECINCT #0189

Counted	Reason Code	Description	Count
Yes			
	A	ACCEPTED	1
Total Yes			1
No			
	B17	CONDITIONAL PROVISIONAL - SUFFICIENT ID NOT PROVIDED BY DEADLINE	1
Total No			1
PRECINCT #0189 TOTAL			2



PRECINCT #0224

Counted	Reason Code	Description	Count
Yes			
	A	ACCEPTED	1
Total Yes			1
No			
	B12	YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION	1
Total No			1
PRECINCT #0224 TOTAL			2

PRECINCT #0225

Counted	Reason Code	Description	Count
Yes			
	A	ACCEPTED	4
Total Yes			4
No			
	B12	YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION	1
Total No			1
PRECINCT #0225 TOTAL			5

PRECINCT #0345

Counted	Reason Code	Description	Count
Yes			
	A	ACCEPTED	1
Total Yes			1
No			
	B12	YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION	1
Total No			1
PRECINCT #0345 TOTAL			2



PRECINCT #0595

Counted	Reason Code	Description	Count
No			
	B12	YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION	2
Total No			2
PRECINCT #0595 TOTAL			2

PRECINCT #0607

Counted	Reason Code	Description	Count
Yes			
	A	ACCEPTED	1
Total Yes			1
No			
	B12	YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION	5
Total No			5
PRECINCT #0607 TOTAL			6

PRECINCT #0669

Counted	Reason Code	Description	Count
No			
	B12	YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION	1
Total No			1
PRECINCT #0669 TOTAL			1

PRECINCT #0731

Counted	Reason Code	Description	Count
Yes			
	A	ACCEPTED	2
Total Yes			2
PRECINCT #0731 TOTAL			2



PRECINCT #0885

Counted	Reason Code	Description	Count
Yes			
	A	ACCEPTED	1
Total Yes			1
PRECINCT #0885 TOTAL			1



SUMMARY - ALL PRECINCTS

Counted	Reason Code	Description	Count
Yes			
	A	ACCEPTED	14
Total Yes			14
No			
	B12	YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION	14
	B17	CONDITIONAL PROVISIONAL - SUFFICIENT ID NOT PROVIDED BY DEADLINE	1
Total No			15
Cumulative Total:			29

CERTIFICATE OF ELECTION

STATE OF ARIZONA
COUNTY OF MARICOPA
CITY OF AVONDALE

} SS
}

I, Marcella Carrillo, City Clerk of the City of Avondale, County of Maricopa, State of Arizona, do hereby certify that at the Primary Election held in and for the City of Avondale, on the 2nd day of August 2022,

Tina Conde

was duly elected to the office of Councilmember of the City of Avondale, County of Maricopa, State of Arizona as reflected in the official returns approved by the Avondale City Council on August 22, 2022.

In Witness Whereof, I have hereunto set my hand and affixed the Official Seal of the City of Avondale this 22nd day of August 2022.

Marcella Carrillo, City Clerk

CERTIFICATE OF ELECTION

STATE OF ARIZONA
COUNTY OF MARICOPA
CITY OF AVONDALE

} SS
}

I, Marcella Carrillo, City Clerk of the City of Avondale, County of Maricopa, State of Arizona, do hereby certify that at the Primary Election held in and for the City of Avondale, on the 2nd day of August 2022,

Curtis Nielson

was duly elected to the office of Councilmember of the City of Avondale, County of Maricopa, State of Arizona as reflected in the official returns approved by the Avondale City Council on August 22, 2022.

In Witness Whereof, I have hereunto set my hand and affixed the Official Seal of the City of Avondale this 22nd day of August 2022.

Marcella Carrillo, City Clerk

CERTIFICATE OF ELECTION

STATE OF ARIZONA
COUNTY OF MARICOPA
CITY OF AVONDALE

} SS

I, Marcella Carrillo, City Clerk of the City of Avondale, County of Maricopa, State of Arizona, do hereby certify that at the Primary Election held in and for the City of Avondale, on the 2nd day of August 2022,

Max White

was duly elected to the office of Councilmember of the City of Avondale, County of Maricopa, State of Arizona as reflected in the official returns approved by the Avondale City Council on August 22, 2022.

In Witness Whereof, I have hereunto set my hand and affixed the Official Seal of the City of Avondale this 22nd day of August 2022.

Marcella Carrillo, City Clerk

CITY COUNCIL REPORT

SUBJECT: Resolution 1055-0822 - Intergovernmental Agreement with Agua Fria Union High School District #216

MEETING DATE: 8/22/2022

TO: Mayor and Council

FROM: Memo Espinoza, Position, (623) 333-7235

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

Public Safety

PURPOSE:

City Council will consider a request to adopt Resolution 1055-0822, authorizing an Intergovernmental Agreement with the Agua Fria Union High School District #216 to share the cost of providing a School Resource Officer (SRO) during the 2022/2023 school year authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

School safety issues in Avondale continue to be a priority for our city and schools and the need to maintain an SRO in the high schools located in Avondale is a benefit for all involved. The Avondale Police Department has partnered with the Agua Fria Union High School District since 1991, to provide a School Resource Officer at the school.

The police department enjoys the benefit of having an SRO assigned to these schools who can field most calls for service that would normally be handled by a patrol officer. Further, the SRO conducts follow-up on criminal investigations involving the students attending Agua Fria High School, which provides relief to officers who would otherwise handle these follow-up investigations.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year running from July 1, 2022 through June 30, 2023, for Agua Fria High School which provides direction, supervision and management of the assigned SRO. The SRO will work with the school staff to coordinate a variety of law enforcement related topics including criminal law, traffic law and constitutional law. The SRO will provide a positive police role model for students as well as serve as a security advisor to school administrators.

BUDGET IMPACT:

The Agua Fria Union High School District has committed financially to funding one-half of the assigned SRO's salary, benefits, and all of school related overtime during the school year at Agua Fria Union High School.

The cost sharing between the City of Avondale and the Agua Fria Union High School District #216 is as

follows:

- Total yearly salary and employee related expenses (ERE) for the assigned SRO at Agua Fria High School is estimated at \$95,000.
- The City's estimated cost for the SRO would be \$55,400 as the City will pay one-half of the SRO's total salary and ERE and the full salary for the two summer months and when school is out of session on breaks.
- The estimated cost to the district for providing a School Resource Officer for the high school during the school year is \$39,600. In addition, the district will pay 100% of overtime for school-related investigations.

This position is currently authorized and budgeted for in the FY2023 budget.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing an Intergovernmental Agreement between the Agua Fria Union High School District #216 and the City of Avondale.

Contact person for document distribution: Chief Memo Espinoza

RESOLUTION NO. 1055-0822

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR AGUA FRIA HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with Agua Fria Union High School District No. 216 relating to school resource officer services at Agua Fria High School for fiscal year 2022-2023 (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, August 22, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1055-0822

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into as of August 1, 2022, between the City of Avondale, an Arizona municipal corporation (the “City”) and the Agua Fria Union High School District No. 216, an Arizona school district (the “District”).

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services (“SRO Services”) for Agua Fria Union High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing the SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an “SRO”) to provide SRO Services at Agua Fria Union High School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 I – OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

A. The City shall provide SRO Services to the District at Agua Fria Union High School on an hourly basis, as required by the Dean of Students, but not to exceed 40 hours per week.

B. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be

temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Avondale Police Chief, in his sole discretion.

C. The SRO will assist the Dean of Students with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the “ADE”) and the District. The SRO shall also provide a monthly recap of law-related education (as more fully described in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference), law enforcement activity and time on campus to the Dean of Students.

D. When school is not in session, including all breaks, school-observed holidays, and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO’s costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten business days upon request by the District, provide verification to the District of SRO’s successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records report, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A.

1.2 Accounting and Documentation. The SRO’s salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District’s Grants Office prior to payment of any invoice to the City.

SECTION II – OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City – Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

A. The District shall pay 50% of the costs associated with SRO Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten- month period covering the school year; the City shall pay 100% of the SRO’s costs during the two- month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO’s time spent at Agua Fria Union High School, including all overtime, must be substantiated by timecards and approved by the high school’s Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Avondale Police Department supervisor before working on school-related overtime. The District will not pay for any SRO Services for week-long school breaks in October, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO.

B. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training. The District shall pay \$500.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provide SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by District. No District or Agua Fria Union High School administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III – GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year from August 1, 2022 until June 30, 2023, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel. The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Avondale Police Officer.

3.4 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from The District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records. Both parties shall maintain the records required in this Agreement for a period of two years after the termination of this Agreement.

3.6 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days' written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and the District's failure to make such payments within five days of

3.7 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

With a copy to: Gust Rosenfeld
One E. Washington, Suite 1600
Phoenix, Arizona 85004
Attn: Jennifer N. MacLennan, Attorney for the District

3.8 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.9 Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.13 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

3.14 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.15 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4, which is incorporated herein by reference, mandating non-discrimination

and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements. The parties shall comply with the fingerprinting requirements of ARIZ. REV. STAT. § 15-512 unless otherwise exempted.

3.19 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

“District”

AGUA FRIA UNION HIGH SCHOOL
DISTRICT NO. 216, an Arizona School
District

By: Kenneth N. Weise, Mayor

By: Mark Yslas, Superintendent

Date:_____

Date:_____

ATTEST:

Marcella Carrillo, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona

Jennifer N. MacLennan, Attorney for the
District

Nicholle Harris, City Attorney

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Avondale Police Department SRO Program]

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

A. Mission - “Serving with Honor”: The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, “Are we serving with honor,” every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. **Accountability:** All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. **Customer Service:** We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. **Employee Involvement:** When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the

benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding “sworn” or “professional staff” positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards students, staff or parents.
3. High visibility during peak times such as morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, their rights, expectations as citizens and consequences for violating the law.

3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law-related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRO Accountability: The Agua Fria Union High School Principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct-related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with Agua Fria Union High School administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such; however, they are to be used as a law-related resource to assist students, staff and all persons involved with Agua Fria Union High School.
- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs are not certified teachers and therefore should present in classrooms with a teacher present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher Association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provide a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.

2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.

3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.

4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.

5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.

6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.

2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the Agua Fria Union High School Principal or designee:

- a. Total hours of LRE classroom instruction
- b. LRE topic and law enforcement
- c. Teacher name and subject of each class where an LRE lesson is taught
- d. Total hours of Law Enforcement/ Probation activity
- e. Time spent per LRE lesson
- f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.

2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.

3. The SRO should be honest by providing accurate information.

4. The SRO should be consistent with students, staff and parents in applying rules and regulations.

5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.

6. The SRO should show respect by treating students with respect and expressing high expectations for them.

7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include, but may not be limited to:

- Communicate to staff and carry out the philosophy and goal of the City of Avondale SRO program.
- Attend SRO program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRO keeps an activity log that tracks LRE classroom instruction hours, the topic of each LRE class, and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRO for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRO, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.
- Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO program philosophy to all site staff.
2. Understands the SRO program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO program guidelines.

4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. *(Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.)*

B. Possible Benefits. Law-Related Education is a component of the SRO program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others' perspectives,
2. To express and defend their views, to listen to the views of others,
3. To develop arguments for both sides of an issue, to mediate, and
4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories, and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are

¹ Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee.

characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of “the system.”

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem-solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students' lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education <http://azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids www.lawforkids.org

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (APRC) <http://www.azprevention.org/>

APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE <http://www.drugfree.org/join-together>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe www.keepschoolssafe.org

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO) www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA) www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools www.nwrel.org

Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center www.nsscl.org

Clearinghouse for school safety information.

National Youth Gang Center www.iir.com/nygc

Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention www.ojjdp.gov

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF) www.crf-usa.org

Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

National Law-Related Education Resource Center (NLRC) www.abanet.org

Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc. www.streetlaw.org

Offers program training and program development in law-related education.

CITY COUNCIL REPORT

SUBJECT: Resolution 1056-0822 – Intergovernmental Agreement with American Charter Schools Foundation, Estrella High School

MEETING DATE: 8/22/2022

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police, (623) 333-7235

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

Public Safety

PURPOSE:

City Council will consider a request to adopt Resolution 1056-0822, authorizing an Intergovernmental Agreement with the American Charter Schools Foundation to share the cost of providing a School Resource Officer (SRO) during the 2022/2023 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

School safety issues in Avondale continue to be a priority for our city and schools and the need to maintain an SRO in the high schools located in Avondale is a benefit for all involved. The Avondale Police Department has recently partnered with the American Charter Schools Foundation, to provide a School Resource Officer for Estrella High School.

The police department enjoys the benefit of having an SRO assigned to schools who can field most calls for service that would normally be handled by a patrol officer. Further, the SRO conducts follow-up on criminal investigations involving the students attending Estrella High School, which would provide relief to officers who would otherwise handle these follow-up investigations.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year running from August 1, 2022 through May 26, 2023, for Estrella High School which provides direction, supervision and management of the assigned SRO. The SRO will work with the school staff to coordinate a variety of law enforcement related topics including criminal law, traffic law and constitutional law. The SRO will provide a positive police role model for students as well as serve as a security advisor to school administrators.

BUDGET IMPACT:

Total yearly salary and ERE for the assigned SRO at Estrella High School is estimated at \$130,640, of which ten months are covered by the School Safety Program grant, with a reimbursement amount not to exceed \$108,867.

- The estimated cost to the City would be \$21,773 for the SRO at Estrella High School as the City of Avondale will pay 100% of the salary and ERE when school is out of session, or if the officer takes any type of leave when school is in session.
- The district will pay 100% of overtime for school-related investigations.

This position is currently authorized and budgeted for in the FY2023 budget.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing an Intergovernmental Agreement between the American Charter Schools Foundation and the City of Avondale.

Contact person for document distribution: Memo Espinoza, Chief of Police

RESOLUTION NO. 1056-0822

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH AMERICAN CHARTER SCHOOLS FOUNDATION RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR ESTRELLA HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with American Charter Schools Foundation relating to school resource officer services at Estrella High School for fiscal year 2022-2023 (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, August 22, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1056-0822

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
AMERICAN CHARTER SCHOOLS FOUNDATION
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

(Estrella High School)**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into this first day of August 2022 between the City of Avondale, an Arizona municipal corporation (the “City”), and the American Charter Schools Foundation dba “Estrella High School”, an Arizona Charter School (“School”).

RECITALS

A. The School has funding available through its School Safety Program Grant to fund the cost for school resource officer services (the “SRO Services”) for Estrella High School located at 210 N. Central Ave, Avondale Arizona 85323

B. The City and the School desire to enter into this Agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an “SRO,” collectively, the “SROs”) to provide the SRO Services at the Schools; and

C. The School is authorized by ARIZ. REV. STAT. § 15-342(13), ARIZ. REV. STAT. § 11-952, and the approval of its governing board to enter into this Agreement; and

D. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 I – OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

The City shall assign one police officer to the School to provide SRO Services at the School on an hourly basis as more particularly set forth herein. The City agrees to involve the School, in the selection process for the SRO, by allowing a School administrator to be on the final selection committee once the Avondale Police Department has identified final candidates for the SRO position. The City will endeavor to ensure that the SROs are assigned to the School for up to 40

hours each week at all times that the School is in session (August 1, 2022 through May 26, 2023) and tentatively for one month in June 2023 for summer school during the term of this Agreement. If feasible, and subject to the sole discretion of the City, the SROs assigned to the Schools will be the same individual during the three-year School Safety Grant Program cycle.

a. The City police officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO will be present and accessible on the assigned School campus as scheduled by the School. Notwithstanding the foregoing, the SRO may be temporarily assigned to duties other than SRO Services during school times as deemed necessary by the City's Police Chief or authorized designee, in his or her sole discretion. If the SRO is called away on police business including, but not limited to, City-mandated training, City-mandated meetings, City-related emergencies, etc., the School shall not be invoiced for that time, and the costs for such time shall be borne by the City. If the SRO is attending an SRO-related training or other activity mandated by the School, the School shall be invoiced as described in Section 2.1.

b. The SROs' activities will be restricted to their assigned School grounds except as otherwise directed by the City's Police Chief or authorized designee as set forth in subsection 1.1(a) above and for:

1. Follow-up home visits when needed as a result of School- related problems.
2. Incentive programs approved by the parties.
3. In response to off-campus, but School-related, criminal activity.
4. Attendance at off-campus events or meetings.
5. Attendance at training at the request of the School.

c. When School is not in session, including all breaks, School-observed holidays, and School vacations, the City shall have full discretion to assign the SRO responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

d. The City represents and warrants that it will ensure that each officer assigned to perform SRO Services on School property pursuant to this Agreement will be sworn City police officers. Each SRO will be fingerprinted and successfully complete a background check performed by the City before such assignment.

e. Where applicable, the roles and responsibilities of the City and the School with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference. Notwithstanding this subsection, the parties acknowledge that the SRO Services provided at Estrella High School shall include one-hundred and eighty (180) hours of law related education ("LRE"), which shall consist of 80 hours of classroom instruction to ongoing cohort groups of students and 100 hours of universal instruction.

f. Each officer assigned to perform SRO services shall attend annual training required by the Arizona Department of Education.

1.2 Invoices; Salary Rates. The City shall invoice the School quarterly, based upon SRO Services performed and completed to date. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the School for SRO Services. Supporting documentation of these actual amounts must be on file with the School's Office prior to payment of any invoice to the City.

SECTION II – OBLIGATIONS OF THE SCHOOL

2.1 Reimbursement to City - Quarterly. The School shall reimburse the City quarterly for the services it provides pursuant to subsection 1.2 above.

a. The School shall pay the City an amount not to exceed \$108,867 for SRO Services at Estrella High School for the SROs' benefits and salary for the ten-month 2022-2023 school year, plus one-month summer school in June 2023 if required. The City shall pay 100% of the SROs' costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City related duties. The SROs' time spent at Estrella High School must be substantiated by timecards and approved by the high schools' site administrator. The School shall not use any grant funds to pay for overtime costs associated with SRO overtime. The SRO must seek approval from the principal, or the principal's designee, and the appropriate city police department supervisor before working on SRO-related overtime (i.e., those matters pertaining to the School, its students, or its employees). School shall pay one hundred percent (100%) of any SRO overtime worked as the result of SRO-related functions. City shall pay one hundred percent (100%) of any SRO overtime that result from City-related activities (i.e., those matters that do not involve the School, its students, or its employees). The SRO and City shall make every reasonable effort to ensure that the SRO does not incur overtime costs in any given week. The School will not pay for any SRO Services for week-long school breaks in October, November, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO. The Fiscal Year (FY) 2020 School Safety Program application was a three-year grant.

b. The School shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The School shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 Non-Interference by School. No School or School administrator shall interfere with an SRO's sworn law enforcement duties. It is agreed, however, that at such time as an SRO is acting within the role of a sworn law enforcement officer but is also acting outside of or in excess of the School's rules and policies regarding interviewing and searching students and/or use of appropriate physical force on students, the City shall hold the School harmless from such actions by the SRO. The SRO shall not assist in the School's administrative discipline process unless a definitive danger is perceived by school staff or the student is suspected of criminal activity.

2.4 Removal of SRO. The School may request that an SRO be removed from a School if the School determines that the SRO is displaying inappropriate conduct that negatively affects or distracts from the teaching environment or poses a danger to the children at that School or to School employees, provided that the School shall immediately contact the SRO's superior officer and the person designated by the City in Section 3.6 below to describe the situation and to describe the SRO's inappropriate conduct or the School's concern for the safety of the children. In such event, the School shall direct the SRO to return to the Avondale Police Department. Within seventy-two (72) hours of receipt of notice of the request for removal of an SRO from a School, and in accordance with the City's Police Department's internal policies, the City agrees to assign a replacement SRO to provide the SRO Services to the School under this Agreement if the removal is deemed appropriate by the City's Police Chief or authorized designee, in his or her sole discretion. If a replacement SRO cannot be assigned to the campus, the School shall be credited for each day an SRO is not assigned to the campus. The School, at its sole discretion, may refuse the assignment to the School of any officer who has been removed from the School because of allegations of unprofessional, illegal, or immoral conduct. If the issues cannot be resolved regarding the removal and replacement of a SRO under this Section 2.4, the parties agree that the School may terminate this Agreement or the City and the School may mutually agree that the School will no longer have a SRO for the remainder of the school year and the School will not be required to pay for the unfulfilled portion of the SRO's work. The School shall pay the City for work performed by the SRO through the date of removal.

2.5 Status Meetings. By mutual agreement, the parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement.

2.6 Additional Payments. The School shall provide \$100 for classroom instructional supplies for the SRO as may be incurred throughout the School Year. The School shall pay travel-related expenses incurred by the SRO for attending mandatory ADE SRO training, if the grant allocates funding.

2.7 Grant Application. The School shall provide a complete copy of the School Safety Program grant application to each SRO when s/he begins service.

SECTION III – GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be from August 2, 2022 until June 30, 2023, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below.

3.3 Independent Contractor. The City acknowledges and agrees that the SRO Services

provided under this Agreement are being provided as an employee of the City of Avondale, not as an employee or agent of the School, except as provided in Section 3.13 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the School. The School does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the School, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The School and the City do not intend to nor will they combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of three years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. Five (5) days after the School fails to make reimbursements as required by this Agreement, the City may terminate this Agreement by giving ten days' written notice to the School. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the School for all SRO Services provided to that date which invoices shall be paid within 30 days thereafter. The School has the right to terminate this Agreement immediately should the Grant or other funding become unavailable for any reason. .

3.6 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Cherlene Penilla, Acting City Manager
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With a copy to:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Nicholle Harris, City Attorney
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If to the School:	American Charter Schools Foundation 6150 N. 16th Street, Suite A Phoenix, Arizona 85016 Attn: Patrick Lawrence, Chief Financial Officer
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With a copy to: American Charter Schools Foundation
6150 N. 16th Street, Suite A
Phoenix, Arizona 85016
Attn: Jeffery Tanner, SSPG Director

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.8 Program Continuation Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for SRO Services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in determining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the SRO Services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If the City Council or School Board fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the School shall be relieved of any subsequent obligation under this Agreement. If the School is denied the School Safety Grant, it may, at its discretion, initiate an Appeal under the School Safety Manual guidelines.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the persons duly authorized to enter into contracts on behalf of the City and the School.

3.10 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.12 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022.

3.13 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.16 Dispute Resolution Process. The parties shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If the parties are unable to resolve the dispute or claim through negotiations, upon the written request of either party, the City's Police Chief, or designee, and the Principal, or designee, will attempt to resolve the matter within 10 calendar days of the date the matter was referred to them. If the matter is still not resolved, the matter will be immediately referred to the City Manager, or designee, and the School Superintendent, or designee. If the matter is still not resolved within 10 calendar days, the parties may terminate this Agreement in accordance with Section 3.5 above.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above- mentioned warranty under this Agreement.

3.18 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

3.19 Chain of Command and Channels of Communication. The Principal or the Principal's authorized designee will communicate directly with the SRO Supervisor concerning any issues involving the SROs. If there is an issue that cannot be resolved between the Principal and the SRO Supervisor, the School's Grants and Federal Program Coordinator will communicate with the SRO Supervisor or his or her supervisor, as determined by the City.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the School have executed this Agreement as of the date of the last signature set forth below.

SCHOOL:

AMERICAN CHARTER SCHOOLS FOUNDATION dba
ESTRELLA HIGH SCHOOL, an Arizona charter school

By: Theodore C. Frederick
Its: President

CITY:

CITY OF AVONDALE, ARIZONA, an Arizona municipal
corporation

By: Cherlene Penilla
Its: Acting City Manager

ATTEST:

Marcella Carrillo, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorney acknowledges that (i) they have reviewed the above Agreement on behalf of the City of Avondale and (ii) that this Agreement is in the proper form and is within the powers and authority granted under the laws of the State of Arizona.

Nicholle Harris, Avondale City Attorney

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AMERICAN CHARTER SCHOOLS FOUNDATION
DBA “ESTRELLA HIGH SCHOOL”
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Avondale Police Department SRO Program]

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

A. Mission - “Serving with Honor”: The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, “Are we serving with honor,” every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. Accountability: All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. Customer Service: We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. Diversity: We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. Employee Involvement: When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding “sworn” or “professional staff” positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as; morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

- C. Establish positive rapport with students and parents.**
1. Be honest and professional in all interactions with parents and students.
 2. Provide LRE counseling to students and parents to inform them of the law, their rights, expectations as citizens and consequences for violating the law.
 3. Attend extra-curricular student activities when feasible.
- D. Establish positive rapport with teachers, staff and administrators.**
1. Be honest and professional in all interactions with teachers, staff and administrators.
 2. Provide guidance and support on law-related problems occurring on the campus.
 3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRO Accountability: The American Charter Schools Foundation, dba Estrella High School principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with American Charter Schools Foundation, dba Estrella High School administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such, however, they are to be used as a law related resource to assist students, staff and all persons involved with American Charter Schools Foundation, dba Estrella High School.

- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs' are not certified teachers and therefore should present in classrooms with a teacher present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education (LRE) into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the La Joya Community High School, West Point High School and Westview High School Principal or designee:
 - a. Total hours of LRE classroom instruction
 - b. LRE topic and law enforcement
 - c. Teacher name and subject of each class where an LRE lesson is taught
 - d. Total hours of Law Enforcement/ Probation activity
 - e. Time spent per LRE lesson
 - f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRO should be honest by providing accurate information.
4. The SRO should be consistent with students, staff, and parents in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.

6. The SRO should show respect by treating students with respect and expressing high expectations for them.

7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include but may not be limited to:

- Communicate to staff and carry out the philosophy and goal of the City of Avondale SRO program.
- Attend SRO program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRO keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRO for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRO, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.
- Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO program philosophy to all site staff.
2. Understands the SRO program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. *(Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.)*

B. Possible Benefits. Law-Related Education is a component of the SRO program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others' perspectives,
2. To express and defend their views, to listen to the views of others,
3. To develop arguments for both sides of an issue, to mediate, and
4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history.

Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police

¹ Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee.

procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of “the system.”

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem-solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students’ lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education <http://azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids www.lawforkids.org

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (APRC) <http://www.azprevention.org/>

APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE <http://www.drugfree.org/join-together>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe www.keepschoolssafe.org

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO) www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA) www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools www.nwrel.org

Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center www.nsscl.org

Clearinghouse for school safety information.

National Youth Gang Center www.iir.com/nygc

Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention www.ojjdp.gov

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF) www.crf-usa.org

Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

National Law-Related Education Resource Center (NLRC) www.abanet.org

Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc. www.streetlaw.org

Offers program training and program development in law-related education.

CITY COUNCIL REPORT

SUBJECT: Resolution 1057-0822 – Intergovernmental Agreement with Tolleson Union High School District #216, La Joya/Westview

MEETING DATE: 8/22/2022

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police, (623) 333-7235

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

Public Safety

PURPOSE:

City Council will consider a request to adopt Resolution 1057-0822, authorizing an Intergovernmental Agreement with the Tolleson Union High School District #214 to share the cost of providing a School Resource Officer (SRO) during the 2022/2023 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

School safety issues in Avondale continue to be a priority for our city and schools and the need to maintain an SRO in the high schools located in Avondale is a benefit for all involved. The Avondale Police Department has partnered with the Tolleson Union High School District since 1994, to provide a School Resource Officer for their schools.

The police department enjoys the benefit of having an SRO assigned to these schools who can field most calls for service that would normally be handled by a patrol officer. Further, the SRO conducts follow-up on criminal investigations involving the students attending Westview and La Joya High Schools, which provides relief to officers who would otherwise handle these follow-up investigations.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year running from July 27, 2022 through May 26, 2023, for both Westview and La Joya High Schools which provides direction, supervision and management of the assigned SRO. The SRO will work with the school staff to coordinate a variety of law enforcement related topics including criminal law, traffic law and constitutional law. The SRO will provide a positive police role model for students as well as serve as a security advisor to school administrators.

BUDGET IMPACT:

The Tolleson Union High School District received the School Safety Program Grant which pays 100% of the SRO's salary, up to \$110,720 for La Joya High School and \$113,925 at Westview High School, which includes employee related expenses (ERE) for the period of July 27, 2022 – May 26, 2023, and tentatively for one

month in June 2023 for summer school. The grant will not pay for overtime; that cost will be split 50/50 between the District and the City of Avondale. The cost difference is based on the assigned SRO pay structure.

The cost sharing between the City of Avondale and the Tolleson Union High School District #214 is as follows:

La Joya High School

- Total estimated yearly salary and ERE for the assigned SRO at La Joya High School is \$121,200, of which ten months are covered by the School Safety Program grant, estimated to be \$101,000.
- The estimated City's share for the ten months plus 100% for the two summer months would be \$20,200.
- In addition, the City is responsible for 100% of the SRO's total salary and ERE during any other breaks when school is not in session, or if the officer takes any type of leave when school is in session.
- Overtime is not covered by the grant and will be split 50/50 between the District and the City.

Westview High School

- Total estimated yearly salary and ERE for the assigned SRO at Westview High School is \$124,100, of which ten months are covered by the School Safety Program grant, estimated to be \$103,400.
- The estimated City's share for the ten months plus 100% for the two summer months would be \$20,700.
- In addition, the City is responsible for 100% of the SRO's total salary and ERE during any other breaks when school is not in session, or if the officer takes any type of leave when school is in session.
- Overtime is not covered by the grant and will be split 50/50 between the District and the City.

Both positions are currently authorized and budgeted for in the FY2023 budget.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing an Intergovernmental Agreement between the Tolleson Union High School District #214 and the City of Avondale.

Contact person for document distribution: Memo Espinoza, Chief of Police

RESOLUTION NO. 1057-0822

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR LA JOYA COMMUNITY HIGH SCHOOL AND WESTVIEW HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with Tolleson Union High School District No. 214 relating to school resource officer services for La Joya Community High School and Westview High School for fiscal year 2022-2023 (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, August 22, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1057-0822

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES
(Westview High School and La Joya Community High School)**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into this 22nd day of August, 2022 between the City of Avondale, an Arizona municipal corporation (the “City”), and the Tolleson Union High School District No. 214, an Arizona school district (the “District”).

RECITALS

A. The District has funding available through its School Safety Program Grant to fund the cost for school resource officer services (the "SRO Services") for La Joya Community High School located at 11650 West Whyman Avenue, Avondale Arizona 85323 and Westview High School located at 10850 West Garden Lakes Parkway, Avondale, Arizona 85392 (each a “School”, collectively, the “Schools”).

B. The City and the District desire to enter into this Agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an “SRO”, collectively, the “SROs”) to provide the SRO Services at the Schools; and

C. The District is authorized by Ariz. Rev. Stat. § 15-342(13), Ariz. Rev. Stat. § 11-952, and the approval of its governing board to enter into this Agreement; and

D. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 I – OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

The City shall assign two police officers to the District to provide SRO Services at the Schools on an hourly basis as more particularly set forth herein. The City agrees to involve the District, in the selection process for the SRO, by allowing a School administrator to be on the final selection committee once the Avondale Police Department has identified final candidates for the SRO position. The City will endeavor to ensure that the SROs are assigned to the School for up to 40 hours each week at all times that the School is in session (July 27, 2022 through June 30, 2023). This

tentatively includes June for the purpose of summer school during the term of this Agreement. If feasible, and subject to the sole discretion of the City, the SROs assigned to the Schools will be the same individual during the three-year School Safety Grant Program cycle.

a. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO will be present and accessible on the assigned School campus as scheduled by the District. Notwithstanding the foregoing, the SRO may be temporarily assigned to duties other than SRO Services during school times as deemed necessary by the City's Police Chief or authorized designee, in his or her sole discretion. If the SRO is called away on police business including, but not limited to, City-mandated training, City-mandated meetings, City-related emergencies, etc., the District shall not be invoiced for that time, and the costs for such time shall be borne by the City. If the SRO is attending an SRO-related training or other activity mandated by the School, the District shall be invoiced as described in Section 2.1.

b. The SROs' activities will be restricted to their assigned School grounds except as otherwise directed by the City's Police Chief or authorized designee as set forth in subsection 1.1(a) above and for:

1. Follow-up home visits when needed as a result of School-related problems.
2. Incentive programs approved by the parties.
3. In response to off-campus, but School-related, criminal activity.
4. Attendance at off-campus events or meetings.
5. Attendance at training at the request of the District or School

c. When school is not in session, including all breaks, School-observed holidays, and School vacations, the City shall have full discretion to assign the SRO responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

d. The City represents and warrants that it will ensure that each officer assigned to perform SRO Services on District property pursuant to this Agreement will be sworn City police officers. Each SRO will be fingerprinted and successfully complete a background check performed by the City before such assignment.

e. Where applicable, the roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference.

f. Notwithstanding this subsection, the parties acknowledge that the SRO Services provided at the Schools shall include one-hundred and eighty (180) hours of law related education ("LRE"), which shall consist of 80 hours of classroom instruction to ongoing cohort groups of students and 100 hours of universal instruction.

g. Each officer assigned to perform SRO services shall attend annual training

required by the Arizona Department of Education.

1.2 Invoices; Salary Rates. The City shall invoice the District quarterly, based upon SRO Services performed and completed to date. The SRO's salary and employer- paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Office prior to payment of any invoice to the City.

SECTION II- OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City – Quarterly. The District shall reimburse the City quarterly for the services it provides pursuant to Subsection 1.2 above.

a. The District shall pay the City an amount not to exceed \$110,720.00 for SRO Services at La Joya Community High School and \$113,925.00 for SRO Services at Westview High School for the SROs' benefits and salary for the ten-month 2022-2023 school year, plus one month summer school in June 2023 if required. The City shall pay 100% of the SROs' costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City related duties. The SROs' time spent at the Schools, including all overtime, must be substantiated by timecards and approved by the high schools' Principal. The District and the City shall equally share the cost of any SRO overtime worked on school-related investigations, with each party paying 50% of the cost. The District shall not use any grant funds to pay for overtime costs associated with SRO overtime. The SRO must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school-related overtime. Overtime payments shall not exceed, under any circumstance, forty (40) hours annually. The District will not pay for any SRO Services for week-long school breaks in October, November, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO. The Fiscal Year (FY) 2021 School Safety Program application is a three-year grant. Requests for salary and benefits (under purchased professional services) for a continuing officer must be consistent with the FY 2021 approved salary and benefits amount for that officer. Upward adjustments in salary and benefits cannot be accepted. If the actual salary of an officer is less than what was approved in FY 2021, the lesser amount of the two must be requested.

b. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 Non-Interference by District. No District or School administrator shall interfere with an SRO's sworn law enforcement duties. It is agreed, however, that at such time as an SRO is acting within the role of a sworn law enforcement officer but is also acting outside of or in excess of the District's rules and policies regarding interviewing and searching students and/or use of appropriate physical force on students, the City shall hold the District harmless from such actions by the SRO. The SRO shall not assist in the District's administrative discipline process unless a definitive danger

is perceived by school staff or the student is suspected of criminal activity.

2.4 Removal of SRO. The District may request that an SRO be removed from a School if the District determines that the SRO is displaying inappropriate conduct that negatively affects or distracts from the teaching environment or poses a danger to the children at that School or to District employees, provided that the District shall immediately contact the SRO's superior officer and the person designated by the City in Section 3.6 below to describe the situation and to describe the SRO's inappropriate conduct or the District's concern for the safety of the children. In such event, the District shall direct the SRO to return to the Avondale Police Department. Within seventy-two (72) hours of receipt of notice of the request for removal of an SRO from a School, and in accordance with the City's Police Department's internal policies, the City agrees to assign a replacement SRO to provide the SRO Services to the District under this Agreement if the removal is deemed appropriate by the City's Police Chief or authorized designee, in his or her sole discretion. If a replacement SRO cannot be assigned to the campus, the District shall be credited for each day an SRO is not assigned to the campus. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been removed from the District because of allegations of unprofessional, illegal, or immoral conduct. If the issues cannot be resolved regarding the removal and replacement of a SRO under this Section 2.4, the parties agree that the District may terminate this Agreement or the City and the District may mutually agree that the School will no longer have an SRO for the remainder of the school year and the District will not be required to pay for the unfulfilled portion of the SRO's work. The District shall pay the City for work performed by the SRO through the date of removal.

2.5 Status Meetings. By mutual agreement, the parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement.

2.6 Additional Payments. The District shall provide \$100 for classroom instructional supplies for the SRO as may be incurred throughout the School Year. The District shall pay travel-related expenses incurred by the SRO for attending mandatory ADE SRO training, if the grant allocates funding.

2.7 The District shall provide a complete copy of the School Safety Program grant application to each SRO when s/he begins service

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year from July 27, 2022 until June 30, 2023 until the end of school year and tentatively for one month in June 2023, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below.

3.3 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of three (3) years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. Five (5) days after the District fails to make reimbursements as required by this Agreement, the City may terminate this Agreement by giving ten days' written notice to the District. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date which invoices shall be paid within 30 days thereafter. The District has the right to terminate this Agreement immediately should the Grant or other funding become unavailable for any reason. The District also has the right to terminate this Agreement immediately should the City increase the costs of SRO Services beyond those costs that existed in July 2020.

3.6 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Cherlene Penilla, Acting City Manager
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With copy to:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Nicholle Harris, City Attorney
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If to the District:	Tolleson Union High School District 9801 West Van Buren Street Tolleson, Arizona 85353 Attn: Dr. Rosalva Lagunas
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With a copy to:	Udall Shumway P.L.C. 1138 N. Alma School Road Mesa, Arizona 85201
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Attn: Jessica S. Sanchez

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.8 Program Continuation Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for SRO Services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in determining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the SRO Services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If the City Council or the District Board fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement. If the District is denied the School Safety Grant, it may, at its discretion, initiate an Appeal under the School Safety Manual guidelines.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the persons duly authorized to enter into contracts on behalf of the City and the District.

3.10 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.12 Workers' Compensation. An employee of either party shall be deemed to be an

“employee” of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers’ Compensation laws. The primary employer shall be solely liable for any workers’ compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022.

3.13 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.16 Dispute Resolution Process. The parties shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If the parties are unable to resolve the dispute or claim through negotiations, upon the written request of either party, the City's Police Chief, or designee, and the Principal, or designee, will attempt to resolve the matter within 10 calendar days of the date the matter was referred to them. If the matter is still not resolved, the matter will be immediately referred to the City Manager, or designee, and the District Superintendent, or designee. If the matter is still not resolved within 10 calendar days, the parties may terminate this Agreement in accordance with Section 3.5 above

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party’s breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

3.19 Chain of Command and Channels of Communication. The Principal or the Principal’s authorized designee will communicate directly with the SRO Supervisor concerning any issues involving the SROs. If there is an issue that cannot be resolved between the Principal and the SRO Supervisor, the District’s Grants and Federal Program Coordinator will communicate with the SRO Supervisor or his or her supervisor, as determined by the City

3.20 Manner of Financing. The parties will fund their respective obligations under this agreement through their respective annual budget processes, including but not limited to their

respective management and operations budgets, as applicable, and any other available funds.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

“District”

TOLLESON UNION HIGH SCHOOL
DISTRICT NO. 214, an Arizona school
district

By: Kenneth N. Weise, Mayor

By: Nora Gutierrez, Superintendent

Date: _____

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Jessica S. Sanchez, Attorney for the District

Nicholle Harris, Attorney for City of Avondale

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES
[Avondale Police Department SRO Program]

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

A. Mission - "Serving with Honor": The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, "Are we serving with honor," every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. **Accountability:** All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. **Customer Service:** We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. **Employee Involvement:** When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding “sworn” or “professional staff” positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as; morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, theirs rights, expectations as citizens and consequences for violating the law.

3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law-related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRO Accountability: The La Joya Community High School and Westview High School principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with La Joya Community High School and Westview High School administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such, however, they are to be used as a law related resource to assist students, staff and all persons involved with La Joya Community High School and Westview High School.
- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs are not certified teachers and therefore should present in classrooms with a teacher

present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law- related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary, the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the La Joya Community High School and Westview High School Principal or designee:
 - a. Total hours of LRE classroom instruction
 - b. LRE topic and law enforcement
 - c. Teacher name and subject of each class where an LRE lesson is taught
 - d. Total hours of Law Enforcement/ Probation activity
 - e. Time spent per LRE lesson
 - f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.

3. The SRO should be honest by providing accurate information.
4. The SRO should be consistent with students, staff, and parents in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRO should show respect by treating students with respect and expressing high expectations for them.
7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include but may not be limited to:

- Communicate to staff and carry out the philosophy and goal of the City of Avondale SRO program.
- Attend SRO program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRO keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRO for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRO, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.

- Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO program philosophy to all site staff.
2. Understands the SRO program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.*)

B. Possible Benefits. Law-Related Education is a component of the SRO program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.

¹ Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee
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3. Increases students' knowledge base of the law, making them better informed citizens and consumers.

4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.

5. Discourages delinquent behavior and encourages positive behavior.

6. Promotes positive self-image in students.

7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others' perspectives,

2. To express and defend their views, to listen to the views of others,

3. To develop arguments for both sides of an issue, to mediate, and

4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going

prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of “the system.”

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem-solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students’ lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education <http://azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids www.lawforkids.org

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (APRC) <http://www.azprevention.org/>

APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE <http://www.drugfree.org/join-together>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe www.keepschoolssafe.org

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO) www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA) www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools www.nwrel.org

Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center www.nsscl.org

Clearinghouse for school safety information.

National Youth Gang Center www.iir.com/nygc

Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention www.ojjdp.gov

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF) www.crf-usa.org

Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

National Law-Related Education Resource Center (NLRC) www.abanet.org

Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc. www.streetlaw.org

Offers program training and program development in law-related education.

CITY COUNCIL REPORT

SUBJECT: Resolution 1058-0822 – Intergovernmental Agreement with Tolleson Union High School District #216, West Point

MEETING DATE: 8/22/2022

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police, (623) 333-7235

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

Public Safety

PURPOSE:

City Council will consider a request to adopt Resolution 1058-0822, authorizing an Intergovernmental Agreement with the Tolleson Union High School District #216 to share the cost of providing a School Resource Officer (SRO) during the 2022/2023 school year and authorize the Mayor, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

School safety issues in Avondale continue to be a priority for our city and schools and the need to maintain an SRO in the high schools located in Avondale is a benefit for all involved. The Avondale Police Department has partnered with the Tolleson Union High School District since 1994, to provide a School Resource Officer for their schools.

The police department enjoys the benefit of having an SRO assigned to these schools who can field most calls for service that would normally be handled by a patrol officer. Further, the SRO conducts follow-up on criminal investigations involving the students attending West Point High School, which provides relief to officers who would otherwise handle these follow-up investigations. This will be West Point High School's second year in the district.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year running from July 27, 2022 through May 26, 2023, for West Point High School which provides direction, supervision and management of the assigned SRO. The SRO will work with the school staff to coordinate a variety of law enforcement related topics including criminal law, traffic law and constitutional law. The SRO will provide a positive police role model for students as well as serve as a security advisor to school administrators.

The Tolleson Union High School District will continue to seek funding for their share through the state School Safety Program grant process. The district was not selected for grant funding this cycle, as the School Safety Program grant is on three-year cycles. The district will apply again in the next cycle.

BUDGET IMPACT:

The Tolleson Union High School District has committed financially to funding a small portion of the assigned SRO's salary, benefits, and school related overtime during the school year at West Point High School.

The cost sharing between the City of Avondale and the Tolleson Union High School District #216 is as follows:

- Total estimated yearly salary and employee related expenses (ERE) for the assigned SRO at West Point High School is \$123,250.
- The City's estimated cost share would be \$71,896 as the City will pay one-half of the SRO's total salary and ERE during the 10 months of the school year and the full salary for the two summer months and when school is out of session on breaks.
- The cost to the district for providing a School Resource Officer for the high school during the school year is \$51,354. The district will pay 100% of overtime for school-related investigations.

This position is currently authorized and budgeted for in the FY2023 budget.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing an Intergovernmental Agreement between the Tolleson Union High School District #216 and the City of Avondale.

Contact person for document distribution: Memo Espinoza, Chief of Police

RESOLUTION NO. 1058-0822

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR WEST POINT HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with Tolleson Union High School District No. 214 relating to school resource officer services for West Point High School for fiscal year 2022-2023 (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, August 22, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1058-0822

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES
(West Point High School)**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into this 22nd day of August, 2022 between the City of Avondale, an Arizona municipal corporation (the “City”), and the Tolleson Union High School District No. 214, an Arizona school district (the “District”).

RECITALS

- A. The District has funding available through its maintenance and operations budget to fund school resources officer services (“SRO Services”) for West Point High School (“School”).
- B. The City has funding available through its operating budget to provide the District with sworn, certified police officers capable of performing the SRO Services for the District.
- C. The City and the District desire to enter into this Agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an “SRO”) to provide the SRO Services at the School; and
- D. The District is authorized by ARIZ. REV. STAT. § 15-342(13), ARIZ. REV. STAT. § 11-952, and the approval of its governing board to enter into this Agreement; and
- E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 I – OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

A. The City shall provide SRO Services to the District at the School on an hourly basis, as required by the Dean of Students or his/her designee, but not to exceed forty (40) hours per week, when school is in session (August 1, 2022 through June 30, 2023).

B. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily

assigned to duties other than SRO services during school times when deemed necessary by the Avondale Police Chief, in his/her sole discretion.

C. The SRO will assist the Dean of Students with preparation of an annual performance evaluation based on the requirements of the Arizona Department of Education (“ADE”) and the District. The SRO shall also provide a monthly recap of law-related education (as more fully described in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference), law enforcement activity and time on campus to the Dean of Students.

D. When school is not in session, including all breaks, school-observed holidays, and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO’s costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten (10) business days upon request by the District, provide verification to the District of the SRO’s successful criminal records check, e.g. a copy of current fingerprint clearance card, copy of successful criminal records report, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A.

1.2 Accounting and Documentation. The SRO’s salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District’s Grants Office prior to payment of any invoice to the City.

SECTION II – OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City – Quarterly. The District shall reimburse the City quarterly for the services it provides pursuant to Section I above.

a. The District shall pay the City an amount not to exceed \$51,354 for SRO Services at West Point High School for the SROs’ benefits and salary for the ten-month 2022-2023 school year. If an SRO is required to cover summer school for one month in June 2023, that will be an additional cost to the District. The City shall pay 100% of the SROs’ costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City related duties. The SROs’ time spent at West Point High School including all overtime, must be substantiated by timecards and approved by the high schools’ Principal. The District and the City shall equally share the cost of any SRO overtime worked on school-related investigations, with each party paying 50% of the cost. The District shall not use any grant funds to pay for overtime costs associated with SRO overtime. The SRO must seek approval from the appropriate Avondale Police Department (the “Department”) supervisor before working on school-related overtime. Overtime payments shall not exceed, under any circumstance, forty (40) hours annually. The District will not pay for any SRO Services for week-long school breaks in October, November, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO.

b. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 Non-Interference by District. No District or School administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III – GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be from August 1, 2022 until June 30, 2023, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel. The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Avondale Police Officer.

3.4 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records. Both parties shall maintain the records required in this Agreement for a period of three (3) years after the termination of this Agreement.

3.6 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days' written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date which invoices shall be paid within 30 days thereafter. The District has the right to terminate this

Agreement immediately should the ADE state funding not be appropriated for any reason.

3.7 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Cherlene Penilla, Acting City Manager

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

If to the District: Tolleson Union High School District
9801 West Van Buren Street
Tolleson, Arizona 85353
Attn: Dr. Rosalva Lagunas

With a copy to: Udall Shumway P.L.C.
1138 N. Alma School Road
Mesa, Arizona 85201
Attn: Jessica S. Sanchez

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.8 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.9 Program Continuation Subject to Appropriation. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for SRO Services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party

shall be the sole judge and authority in determining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the SRO Services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If the City or the District fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the persons duly authorized to enter into contracts on behalf of the City and the District.

3.11 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.13 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022.

3.14 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.15 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may

terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements. The parties shall comply with the fingerprinting requirements of ARIZ. REV. STAT. § 15-512 unless otherwise exempted.

3.19 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

3.20 Manner of Financing. The parties will fund their respective obligations under this agreement through their respective annual budget processes, including but not limited to their respective management and operations budgets, as applicable, and any other available funds.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

“District”

TOLLESON UNION HIGH SCHOOL
DISTRICT NO. 214, an Arizona school
district

By: Kenneth N. Weise, Mayor

By: Nora Gutierrez, Superintendent

Date: _____

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Jessica S. Sanchez, Attorney for the District

Nicholle Harris, Attorney for City of Avondale

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Avondale Police Department SRO Program]

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

A. Mission - “Serving with Honor”: The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, “Are we serving with honor,” every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. **Accountability:** All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. **Customer Service:** We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. **Employee Involvement:** When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding “sworn” or “professional staff” positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as; morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, theirs rights, expectations as citizens and consequences for violating the law.
3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law-related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRO Accountability: The West Point High School principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with West Point High School administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such, however, they are to be used as a law related resource to assist students, staff and all persons involved with West Point High School.
- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs are not certified teachers and therefore should present in classrooms with a teacher present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.

2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.

3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.

4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.

5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.

6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.

2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the West Point High School Principal or designee:

- a. Total hours of LRE classroom instruction
- b. LRE topic and law enforcement
- c. Teacher name and subject of each class where an LRE lesson is taught
- d. Total hours of Law Enforcement/ Probation activity
- e. Time spent per LRE lesson
- f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.

2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.

3. The SRO should be honest by providing accurate information.
4. The SRO should be consistent with students, staff, and parents in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRO should show respect by treating students with respect and expressing high expectations for them.
7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include but may not be limited to:

- Communicate to staff and carry out the philosophy and goal of the City of Avondale SRO program.
- Attend SRO program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRO keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRO for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRO, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.

- Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO program philosophy to all site staff.
2. Understands the SRO program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.*)

B. Possible Benefits. Law-Related Education is a component of the SRO program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.

¹ Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee
A-8

3. Increases students' knowledge base of the law, making them better informed citizens and consumers.

4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.

5. Discourages delinquent behavior and encourages positive behavior.

6. Promotes positive self-image in students.

7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others' perspectives,

2. To express and defend their views, to listen to the views of others,

3. To develop arguments for both sides of an issue, to mediate, and

4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history.

Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time

frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of “the system.”

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem-solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students’ lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education <http://azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids www.lawforkids.org

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (APRC) <http://www.azprevention.org/>

APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE <http://www.drugfree.org/join-together>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe www.keepschoolssafe.org

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO) www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA) www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools www.nwrel.org

Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center www.nsscl.org

Clearinghouse for school safety information.

National Youth Gang Center www.iir.com/nygc

Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention www.ojjdp.gov

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF) www.crf-usa.org

Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

National Law-Related Education Resource Center (NLRC) www.abanet.org

Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc. www.streetlaw.org

Offers program training and program development in law-related education.

CITY COUNCIL REPORT

SUBJECT: Resolution 1059-0822 - Accountability Contract with the City of Litchfield Park

MEETING DATE: 8/22/2022

TO: Mayor and Council

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

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas: Public Health and Safety, Diverse Recreation and Entertainment Opportunities, Connected Community, Community-Oriented Lifelong Learning Opportunities.

The Senior Services Division provides a variety of programs and services that address the recreation, entertainment, safety and nutritional needs of senior adults in the community.

PURPOSE:

City Council will consider a request to adopt Resolution 1059-0822, approving the Accountability Contract with the City of Litchfield Park for fiscal year 2022-2023 in the amount of \$2,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Litchfield Park's Appropriations Program provides funding to outside agencies whose intended use is to deliver a direct benefit to the City and its residents. The City of Avondale has applied and received funding through the City of Litchfield Park's Appropriations Program over ten (10) years. This financial assistance helps offset the cost of senior services and programming offered to City of Litchfield Park residents through the Arizona Complete Health Avondale Resource Center.

DISCUSSION:

The City of Litchfield Park has awarded the City of Avondale \$2,000 of program funds for FY 2022-2023. This funding is a result of applying for Appropriations with the City of Litchfield Park. This year's awarded funding has increased from the previous year's amount of \$1,800. These funds will be used to provide vital meals and services to elderly and disabled participants of the Arizona Complete Health Avondale Resource Center without required costs to them.

BUDGET IMPACT:

The City of Avondale will receive funds from the City of Litchfield Park in the amount of \$2,000 under the provisions of this action. The funding provided by City of Litchfield Park will require a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds.

RECOMMENDATION:

Staff recommends that the City Council approve a Resolution, approving the Accountability Contract between the City of Avondale and City of Litchfield Park for fiscal FY2022-2023 in the amount of \$2,000 and authorize the City Manager and City Clerk to execute the necessary documents and authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds.

Contact person for document distribution: Sandy Lopez, Senior Services Manager

RESOLUTION NO. 1059-0822

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE ACCOUNTABILITY AGREEMENT WITH THE CITY OF LITCHFIELD PARK FOR FUNDING OF THE SENIOR CITIZEN AND HOME DELIVERED MEALS PROGRAMS.

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

SECTION 1. The Accountability Agreement between the City of Avondale and the City of Litchfield Park providing for funding of Avondale's Senior Citizen and Home Delivered Meals Programs for the fiscal year 2022-2023 (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 and execute all documents necessary to carry out the purpose and intent of this Resolution.

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, August 22, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1059-0822

[Agreement]

See following pages.

**ACCOUNTABILITY CONTRACT
BETWEEN
THE CITY OF LITCHFIELD PARK
AND
THE CITY OF AVONDALE**

This Agreement is entered into this ____ day of July, 2022, by and between the City of Litchfield Park, an Arizona municipal corporation (“City”) and the City of Avondale, Arizona (“Contractor”). The City and Contractor may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants between the Parties, it is agreed as follows:

1. **SCOPE OF WORK:** Contractor agrees to use funds received from City to provide services meeting the criteria set forth in Scope of Work, attached hereto as Exhibit A and incorporated herein by reference (the “Services”). Contractor also agrees to maintain accurate financial records to enable the City to verify that the funds provided under this Agreement are expended in accordance with this Agreement.
2. **COMPLETION OF SERVICES:** Contractor agrees to perform the Services on or before April 15, 2023.
3. **COMPENSATION:** City shall compensate Contractor for the Services in the amount of \$2,000.00. Such funds shall only be used for the purposes set forth in the Scope of Work attached hereto as Exhibit A.
4. **REPORTING:** At the completion of the Services, Contractor shall submit to City an itemized report setting forth how the funds received from City were expended.
5. **INSPECTION; RECORDKEEPING:** Contractor shall keep an accurate record of the Services performed under this Agreement. Within ten (10) business days of receipt of a written request from City, Contractor agrees to open for inspection and to make available all financial records relating to performance of the Services.
6. **NON-COMPLIANCE; TERMINATION:** If either Party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. Upon termination, Contractor shall return to City all funds not spent for the Services as described in the Scope of Work attached hereto as Exhibit A.
7. **CONFLICT OF INTEREST:** This Agreement may be terminated by either Party pursuant to ARIZ. REV. STAT. § 38-511.

8. INDEMNIFICATION: To the extent permitted by law, Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all loss, injury, death, damage, theft or any other claim whatsoever related to the Contractor's performance of the services provided in connection with or arising out of this Agreement.
9. INDEPENDENT CONTRACTOR: Contractor agrees it is an independent contractor and not an agent or employee of the City, for all purposes including the Federal Insurance Contributions Act, the Income Tax Act, the Arizona Workman's Compensation Act, the Arizona Economic Security Act, and any and all other applicable federal or state statutes, rules, or regulations. Contractor shall supervise and direct the performance of this Agreement, using its best skill and attention.
10. ASSIGNMENT PROHIBITED: No right or interest in this Agreement shall be assigned a Party to this Agreement without prior, written permission of the other Party signed by the City Manager or authorized designee.
11. NO DISCRIMINATION: Neither Party nor its employees or agents will discriminate on the basis of race, religion, handicap, gender or national origin in providing the Services.
12. IMMIGRATION LAW COMPLIANCE WARRANTY. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of the other Party and the other Party's subcontractors who work under this Agreement to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other Party.
13. NOTICES: All notices required under this Agreement shall be in writing and shall be deemed to have been duly given if sent by first class mail or personal delivery to:

City: City Manager
City of Litchfield Park
214 W. Wigwam Blvd.
Litchfield Park, Arizona 85340

Contractor: City Manager
City of Avondale
11465 West Civic Center Dr.
Avondale, Arizona 85323

14. ATTORNEY'S FEES: In the event suit is brought by either Party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover from the other party, reasonable attorney's fees, and reasonable cost and expenses determined by a court sitting with a jury.
15. GOVERNING LAW; VENUE: This Agreement shall be governed by and construed or enforced in accordance with the laws of the State of Arizona and suit pertaining to this Agreement may only be brought in courts in Maricopa County, Arizona.
16. SOLE AGREEMENT: This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first set forth above.

CONTRACTOR

CITY OF LITCHFIELD PARK

By _____
Kenneth N. Weise, Mayor

By _____
Thomas L. Schoaf, Mayor

ATTEST:

ATTEST:

Marcella Carrillo, City Clerk

Terri Roth, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

Gust Rosenfeld, PLC, City Attorney
By: Joseph D. Estes

EXHIBIT A
TO
ACCOUNTABILITY AGREEMENT
BETWEEN
THE CITY OF LITCHFIELD PARK
AND
THE CITY OF AVONDALE

[SCOPE OF WORK]

Contractor shall list the services these funds will be used for by typing or printing the information below. The services listed should reflect those described in the Contractor's request for appropriations.

The Contractor agrees to use the funds received from City only for the following services:

The City of Avondale, through the Senior Services Division, services residents of Avondale, Goodyear and Litchfield Park. We will provide home delivered meals, congregate meal program, activities, resources, and transportation to participants with only a donation request. The services allow seniors and those with disabilities to live independently and age in place. The City of Avondale Senior Services program is now housed in the new Arizona Complete Health Avondale Resource Center. The building has numerous resources available to the public and to the senior participants.

CITY COUNCIL REPORT

SUBJECT: Resolution 1060-0822 – Authorizing Grant Acceptance from GOHS for “Work Zone” Enforcement Campaign

MEETING DATE: 8/22/2022

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police, 623-333-7235

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

Public Safety

PURPOSE:

City Council will consider a request to adopt Resolution 1060-0822, authorizing a grant provided by the Governor’s Office of Highway Safety (GOHS) in the amount of \$5,000, which will support the Police Department’s funding of Arizona’s Work Zone Safety Enforcement laws through overtime expenses 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 is an active participant in the Governor’s Office of Highway Safety and is seeking the funds granted to assist the Avondale Police Department in enforcing Work Zone Safety traffic laws.

DISCUSSION:

The Avondale Police Department will use the Work Zone Safety funding for continued enforcement efforts at multiple construction zone projects throughout 2022. The enforcement funds will help keep work zone construction workers and traffic commuters safe by providing adequate traffic enforcement. This funding would allow for the Avondale Police Department to use its resources to the fullest through June 30, 2023.

This Agreement shall become effective on the effective date of GOHS (Governor’s Office of Highway Safety) Directors signature and shall terminate on June 30, 2023.

BUDGET IMPACT:

Staff is requesting authorization for the acceptance of grant funds for \$5,000 to provide overtime costs associated with the Work Zone Safety Enforcement, and authorize a budget transfer from grant contingency. There are no match requirements for this grant. Federal funds will support personnel services (overtime) expenses to enhance Work Zone Safety Enforcement 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 \$5,000 for the Avondale Police Departments Work Zone Safety Enforcement, through the Governor's Office of Highway Safety Grant Program.

Contact person for document distribution: Memo Espinoza, Chief of Police

RESOLUTION NO. 1060-0822

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 WORK ZONE SAFETY ENFORCEMENT.

WHEREAS, the Governor's Office of Highway Safety ("GOHS") has awarded the City of Avondale (the "City") a grant in the amount of \$5,000.00 for project funding for enforcement efforts at multiple construction project work zones (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 \$5,000.00 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,
August 22, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1060-0822

[Agreement]

See following pages.

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Directors 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.

1. APPLICANT AGENCY Avondale Police Department	GOHS CONTRACT NUMBER: 2022-WZ-001
ADDRESS 11485 W. Civic Center Dr., Avondale, AZ 85323	PROGRAM AREA: Work Zone Safety
2. GOVERNMENTAL UNIT City of Avondale	AGENCY CONTACT: Jonathon Martin
ADDRESS 11465 W. Civic Center Dr., Avondale, AZ 85323	3. PROJECT TITLE: Work Zone Safety Enforcement Overtime
4. GUIDELINES: Work Zone Safety	

5. BRIEFLY STATE PURPOSE OF PROJECT:
State Highway Work Zone Safety funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Work Zone Safety Enforcement throughout City of Avondale.

6. BUDGET COST CATEGORY	Project Period SFY 2022
I. Personnel Services	\$3,846.00
II. Employee Related Expenses (30%)	\$1,154.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$5,000.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 06-30-2023
CURRENT GRANT PERIOD	FROM: 08-01-2022	TO: 06-30-2023

TOTAL STATE FUNDS OBLIGATED THIS SFY: \$5,000.00

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	0	4	2
Total Impaired-related Crashes	27	57	35
Total Impaired-related Serious Injuries	3	6	11
Total Impaired-related Fatalities	0	3	0
Total Speed-related Crashes	447	439	375
Total Speed-related Serious Injuries	3	17	30
Total Speed-related Fatalities	0	4	1

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

Over the last decade Avondale has seen a population grown to approximately 47 square miles, making the city one of the fastest growing in Maricopa County. Avondale has seen an increase in restaurants, bars, entertainment districts, and residential housing. With this growth they have seen an increase in vehicular traffic. In addition, Avondale is a major hub for drivers as it borders Phoenix, Tolleson, Goodyear, and Litchfield Park.

With the tremendous growth over the past few years, employment centers have been constructed in the high impact corridors along McDowell Road and Avondale Blvd. As the city continues to bring jobs home, those employees will desire to live close to the employment centers. This density and intensity in housing will increase traffic, both vehicular and pedestrian.

Agency Funding:

State Highway Work Zone Safety funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Work Zone Safety Enforcement throughout City of Avondale.

How Agency Will Solve Problem With Funding:

The Avondale Police Department will use work zone safety funding for continued enforcement efforts at multiple construction project zones throughout 2023. These extra enforcement funds will help keep work zone construction workers and traffic commuters safe by providing adequate traffic enforcement.

GOALS/OBJECTIVES:

State Highway Work Zone Safety funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Work Zone Safety Enforcement throughout City of Avondale.

Expenditures of funding pertaining to the Work Zone Safety Enforcement Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Highway Work Zone Safety Goals provided by the Arizona Governor's Office of Highway Safety. The Highway Work Zone Safety Goal is to reduce the incidence of traffic fatalities and injuries in roadway work zones resulting from speeding, aggressive driving, red light running and other forms of risky driving behavior through enforcement, education and public awareness throughout the State of Arizona.

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 Speeding in terms of money, criminal and human consequences.**

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 Work Zone Safety 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 at the same time it is 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.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are 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.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that 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 respective 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 that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st RCI & Quarterly Report (August 1 – October 31, 2022)	November 15, 2022
2nd RCI & Quarterly Report (November 1 – January 31, 2023)	February 15, 2023
3rd RCI & Quarterly Report (February 1 – April 30, 2023)	May 15, 2023
4th RCI & Quarterly Report (May 1- June 30, 2023)	July 15, 2023
Final Statement of Accomplishment	July 15, 2023

The Quarterly Report **shall be completed on the form available on-line and submitted by email** to the Governor's Office of Highway Safety.

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 Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than fifteen (15) days after the conclusion of the grant project period (June 30, 2023)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of state funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Memo Espinoza, Chief, Avondale Police Department, shall serve as Project Director.

Heath Brittan, 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 at a minimum on a quarterly basis in correlation with the required report.

Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs must be submitted fifteen (15) days after the conclusion of each Calendar Year (June 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

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.

Project monitoring also 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 and/or 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	May have an In-House GOHS Review
\$300,000+	May have an On-Site Review
Capital Outlay Greater than \$100,000 (combined)	May 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 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 or 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 contract, quarterly 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 or 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 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 or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or 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 might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure 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
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure 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 grantee's respective file. Findings will be discussed with the grantee 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 will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on December 31 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 Project Director 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 90 days 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 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)	\$3,846.00
II.	Employee Related Expenses (ERE) (30%)	\$1,154.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$5,000.00

*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 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 \$5,000.00.

**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		
DRE Evaluations Conducted		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
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		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Arizona Governor's Office of Highway Safety hereinafter referred to as "STATE", and the agency named in this Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the Arizona Revised Statutes (§28-710), provides State funds to STATE for approved highway work zone 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

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for State funds for approved highway work zone safety projects; and

WHEREAS, AGENCY has submitted an application for State funds for highway work zone 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:

I. 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 Agreement.
- 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 Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Agreement. Failure to comply with Quarterly Report requirements may result in withholding of State funds or termination of this Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Agreement 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 Agreement.
- D. Representatives authorized by STATE will have the right to visit the site and inspect the work under this Agreement whenever such representatives may determine such inspection is necessary.

II. 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 XIX herein, "Termination and Abandonment".
- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which State funds have been claimed and reimbursement received, as may have been determined by a State 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.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Agreement ceases to be used in the manner as set forth by this Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway work zone 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 Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Agreement.
- D. AGENCY will incorporate any equipment purchased under this Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. TravelIn-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.

All out-of-state travel must be approved in writing in advance by STATE.

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 Agreement.

VI. Hold Harmless Agreement

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 Agreement is not assignable nor may any portion of the work to be performed be sub-contracted 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 Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Agreement, unless otherwise provided for elsewhere in this Agreement, 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 Agreement.

B. The provisions of subparagraph A apply whether or not the project agreed to 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. Arizona Procurement Code (ARS, §41-2501, et. seq.)

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Agreement.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Agreement, hereby gives its assurance that employment in connection with the subject Arizona Governor's Office of Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Agreement, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Arizona Governor's Office of Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further State financial assistance to AGENCY under the Arizona Governor's Office of Highway Safety Project with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Arizona Governor's Office of Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

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. 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 Agreement where the provisions of mandatory arbitration apply.

XIV. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XV. Appropriation of Funds by the Arizona Legislature

It is agreed that in no event will this Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the Arizona Legislature and specifically allocated to the project submitted herein by the Arizona Governor's Office of Highway Safety and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the Arizona Legislature or no funds are allocated for the project proposed herein by the Arizona Governor's Office of Highway Safety for subsequent fiscal years, this Agreement 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 Agreement or project that may so become null and void.

XVI. Continuation of Highway Work Zone Safety Program

It is the intention of AGENCY to continue the Highway Work Zone Safety Project identified in this Agreement once highway work zone safety program 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.

XVII. 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 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.

XVIII. 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 Agreement and proceed to close said operations under the Agreement.
- 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 Agreement 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 part of this Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XIX. Cancellation Statute

All parties are hereby put on notice that this Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter or the Agreement.

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 Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Agreement is subject to ARS §28-602, and all administrative regulations governing grants established by the STATE. It is expressly agreed that this Arizona Governor's Office of Highway Safety Project constitutes an official part of the STATE's Highway Work Zone Safety Campaign and that AGENCY will meet the requirements as set forth in the accompanying GOHS Project Director's Manual, which are incorporated herein and made a part of this Agreement. All State Statutes, Rules, Regulations, and Circulars referenced in this Agreement 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 Arizona Governor's Office of Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State Statutes, Rules and Regulations identified in this Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under agreement with other Federal or State fund sources which duplicate or overlap any work contemplated or described in this Agreement. It is further certified that any pending or proposed request for other Federal or State grant funds which would duplicate or overlap work described in the Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal or State 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 Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases 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 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

Effective July 30, 2015, the National Highway Traffic Safety Administration (NHTSA) published a Buy America Act public interest waiver. The waiver allows States to purchase any manufactured product with a purchase price of \$5,000.00 or less, excluding a motor vehicle when the purchased product is using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. (Reference Federal Register Vol. 80, No. 125, published June 30, 2015.)

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**Name: Melinda TinneyTitle: AccountantTelephone Number: 623.333.2018 Fax Number: 623.333.0200E-mail Address: mtinney@avondaleaz.gov**2. Agency's Fiscal Contact:**Name: Melinda TinneyTitle: AccountantTelephone Number: 623.333.2018 Fax Number: 623.333.0200E-mail Address: mtinney@avondaleaz.govFederal Identification Number: 86-6000233**3. REIMBURSEMENT INFORMATION:****Warrant/Check to be made payable to:**City of Avondale

Warrant/Check to be mailed to:

Finance & Budget

(Agency)

11465 W Civic Center Dr

(Address)

Avondale, AZ 85323

(City, State, Zip Code)

4. Unique Entity Identifier:DUNS: 002486884

(Unique Entity Identifier)

11465 W Civic Center Dr, Avondale, AZ 85323

(Registered Address & Zip Code)

Lobbying Restrictions**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No State 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 the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan, or cooperative agreement.
- B. If any funds other than State 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 the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with this State contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with the Arizona Secretary of State instructions.
- C. The undersigned will 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.

Signature of Project Director:

Memo Espinoza, Chief
Avondale Police Department

Date

Telephone***Signature of Authorized Official of
Governmental Unit:***

Cherlene R. Penilla, Acting City Manager
City of Avondale

Date

Telephone

CITY COUNCIL REPORT

SUBJECT: Resolution 1061-0822 - V-Townhomes - Development Agreement with Encanto Townhome Holdings, LLC

MEETING DATE: 8/22/2022

TO: Mayor and Council

FROM: Jodie Novak, Acting Director Development Services, (623) 333-4015

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

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 adopt Resolution 1061-0822, approving a Development Agreement with Encanto Townhome Holdings, LLC to reimburse the City of Avondale for one-half of the costs for the Avondale Boulevard half-street improvements along the project frontage, to provide the easements as necessary to construct the improvements, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The approximately 8.5-acre subject property is located at the southwest corner of Avondale Boulevard and Encanto Boulevard, Maricopa County Assessor Parcel 501-74-015L.

On November 19, 2018, the City Council approved application PL-18-0095 (Ordinance 1678-1118) to rezone approximately 8.5 gross acres located at the southwest corner of Avondale Boulevard and Encanto Boulevard from AG (Agricultural) to PAD (Planned Area Development) for the Encanto Townhomes project. Subsequently, a request for a minor amendment to the PAD through application PL-21-0289 V-Townhomes at Encanto was approved in January 2022 to reduce the unit count from 116 to 98, increase the usable open space, and modify the unit mix. The minor amendment was approved with a condition as follows:

4. The developer shall enter into a Development Agreement with the City of Avondale to be reviewed and approved by the City Council, in order to reimburse the City of Avondale for one-half of the improvement costs associated with Avondale Boulevard improvements adjacent to the V-Townhomes at Encanto property at the time of civil permit issuance. If the developer and the City cannot come to terms on a mutually beneficial agreement the developer will be required to design and construct the Avondale Boulevard one-half street improvements adjacent to the V-Townhomes at Encanto property in accordance with the approved Zoning requirements.

The existing uses and zoning of surrounding properties include:

NORTH: Encanto Crossing PAD and Agricultural (AG); Westpoint High School

EAST: R1-6 Donatela subdivision; Single-family residential uses

SOUTH: Maricopa County zoned RU-43; Single-family residential uses

WEST: Palm Gardens PAD; Single-family residential uses

DISCUSSION:

The City of Avondale budgeted for the improvements along Avondale Boulevard and seeks to accelerate the Avondale Boulevard improvements along the V-Townhomes project frontage which is a portion of the overall Avondale Boulevard improvements associated with the project.

In order to complete the improvements along Avondale Boulevard in a timely manner, the City is working with the property owner to obtain the necessary easements and this development agreement in order to start construction of the project. This project will complete the Avondale Boulevard roadway from approximately 300 feet south of Palm Lane to Encanto Boulevard.

BUDGET IMPACT:

The FY23 budget allotted \$4,116,000 for the project with an estimated construction cost of \$3,400,000. The Avondale Boulevard improvements adjacent to the V-Townhomes site equate to an engineer's estimate of approximately \$1,494,008. The amount to be reimbursed to the City is approximately \$747,004 (one-half of the project frontage cost) at the time of civil permit issuance. Please note this cost could change pending the Engineer's Certification prepared by the City upon completion of the project. The developer may be due a reimbursement of a portion of their street impact fees, since the project is identified in the 2019 Infrastructure Improvement Plan.

RECOMMENDATION:

City Council will **ADOPT** a Resolution, approving a development agreement by and between the City of Avondale and Encanto Townhome Holdings, LLC for one-half the costs of the Avondale Boulevard half-street improvements along the project frontage to be reimbursed to the City at the time of civil permit issuance, to provide the easements as necessary to construct the improvements, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents

PROPOSED MOTION:

I move that the City Council **ADOPT** a Resolution approving a development agreement by and between Encanto Townhome Holdings, LLC and the City of Avondale for one-half the costs of the Avondale Boulevard half-street improvements along the project frontage and to provide the easements as necessary to construct the improvements.

Contact person for document distribution:

RESOLUTION NO. 1061-0822

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT
WITH ENCANTO TOWNHOME HOLDINGS, LLC.

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

SECTION 1. The Economic Development Agreement with Encanto Townhome Holdings, LLC (the “Agreement”) is hereby approved substantially in 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 its related documents 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,
August 22, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1061-0822

[Agreement]

See following pages.

When recorded, return to:

City Clerk
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323-6809

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is entered into August 22, 2022 (the “Effective Date”), by and between the CITY OF AVONDALE, an Arizona municipal corporation (the “City”) acting by and through the Council of the City (the “Council”) and Encanto Townhome Holdings, LLC, an Arizona limited liability company (the “Developer”). The City and the Developer are sometimes referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS:

A. ARIZ. REV. STAT. § 9-500.05 authorizes the City to enter into an agreement with any person or entity having an interest in real property providing for the development of such property.

B. The Developer owns certain real property adjacent to Avondale Boulevard from Encanto Boulevard to Palm Lane for which the Developer intends to improve. As part of the improvements Developer is required to construct certain public improvements as requirements for any permit to be issued by the City. Developer's property is more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference (the “Property”).

C. As part of future plans for improvement to Developer's property Developer is required to construct the half street improvements to Avondale Boulevard at the time of Development.

D. Completing the improvements required for Avondale Boulevard fronting Developer's property at the time other improvements to Avondale Boulevard are made is in the City's interest in facilitating complete streets.

E. In addition to the improvements, it is necessary to relocate a private irrigation facility serving property adjacent to that of Developer's from the right of way needed for the Avondale Boulevard Project, (the “Project”) to Developer's property outside the public right of way as a result of the Avondale Boulevard Project.

F. The City has determined that this Development Agreement will result in significant planning, economic and other public purpose benefits to the City and its residents by, facilitating the construction of complete improvements on Avondale Boulevard improving north-south access.

G. The Parties understand and acknowledge that this Agreement is a “Development Agreement” within the meaning of and entered into pursuant to the terms of ARIZ. REV. STAT. § 9-500.05, in order to facilitate development of the Property by providing for, among other things (i) conditions, terms restrictions and requirements for the Property, (ii) the permitted uses for the Property and (iii) other matters related to the development of the Property. The terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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:

1. Term. Subject to the conditions of Section 3 below, the Developer, its successors and assigns, shall have the right to implement development on the Property in accordance with this Agreement and the General Plan of the City of Avondale for a period of fifteen years from the Effective Date, at which time this Agreement shall automatically terminate as to the Property without the necessity of any approval, notice, agreement or recording by or between the Parties (the “Term”).

2. Rights Run with the Land. The rights established under this Agreement are attached to and run with the Property. The Developer and its successors are entitled to exercise the rights granted pursuant to this Agreement.

3. City Responsibilities. The City will contract for the Project in accordance with Title 34, Arizona Revised Statutes and will manage the project.

3.1 Engineer's Estimate. The Avondale Boulevard Project (the “Project”), as set forth in Exhibit B is projected to cost One Million, Four Hundred, Ninety-Four and Eight Thousand Dollars (\$1,494,008.00). The Actual cost of the Project will be based upon the bid award by the City. (the “Project Cost”) and as set forth in Exhibit C. The costs to be reimbursed will be based upon Engineer's certification prepared by the City upon completion of the Project based upon the bid award amount and any cost reductions or increases incurred.

3.2 Project Timing. The City of Avondale shall commence its road-widening project fronting the Property by April 30, 2023. Failure to commence by the agreed date shall render this Agreement null and void and the Developer may complete the improvements on its own accord.

4. Developer Responsibilities.

4.1 Power Lines. Developer shall underground the aerial 12kV power lines along Avondale Blvd, which may occur within the City's 58-foot right-of-way along Avondale Boulevard. The City of Avondale will issue a Right-of-Way (ROW) permit to the developer for the purpose of undergrounding the power lines. Developer shall be responsible for the costs associated with undergrounding the power lines.

4.2 Irrigation Ditch. Prior to the commencement of the Project construction, the Developer shall establish a private 10-foot Irrigation Easement for the private irrigation ditch that will be undergrounded as part of the Project. If the Irrigation Easement is not provided, the City will underground the private irrigation ditch within its ROW and Developer will be responsible to relocate outside the ROW when the Property is developed.

4.3 Drainage. The Developer will provide a Temporary Drainage Easement ("TDE"), at no cost to the City, for the required ½ street retention requirement. The TDE shall automatically expire at such time that the Developer develops its property and installs the requisite ½ street storm water runoff from the street.

5. Reimbursement.

5.1 Project Completion. Within sixty (60) days following completion of the Project, City shall provide Developer with an Engineer's certificate of completion and final costs. Developer agrees that one half of the costs as set forth on the Engineer's certificate of completion shall be paid by Developer in accordance with Paragraph 5.2 of this Agreement (the "Developer Cost").

5.2. Reimbursement by Developer. Developer shall pay the Developer Cost following the issuance of the certificate of completion by the City Engineer. Developer shall reimburse the entire Developer Cost on or before the earliest of Developer applying for a civil permit for the Property.

6. Default. Failure or unreasonable delay by the Developer or the City to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within 30 days after written notice thereof from another Party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than 30 days would reasonably be required to perform such action or comply with any term or provision hereof, then the Party shall have such additional time as may be necessary to perform or comply so long as the Party commences performance or compliance within said 30-day period and diligently proceeds to complete such performance or fulfill such obligation (the "Cure Period"); provided further, however, that no such Cure Period shall exceed 90 days. Any notice of a breach shall specify the nature of the alleged breach. In the event a breach is not cured within the Cure Period, all non-defaulting Parties shall have all rights and remedies which may be available under law or equity, including without limitation the right to

specifically enforce any term or provision of this Agreement and/or the right to institute an action for damages.

7. Dispute Resolution.

7.1 Scope. In the event that there is a dispute hereunder that the Parties cannot resolve between themselves, the Parties agree that there shall be a 45-day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by non-binding mediation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the Parties to the dispute. In the event that the Parties cannot agree upon the selection of a mediator within seven days after the first Party recommends a mediator, then within three days thereafter, the Parties to the dispute shall follow the Neutral Mediator retention process set forth in Subsection 7.2 below.

7.2 Neutral Mediator Selection. Each Party shall select a mediator to serve as set forth in this dispute resolution process. Each mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to land and property development. The cost of any such mediation shall be divided equally between the Parties to the dispute. None of the mediators nor any of the mediator's firms shall have presently, or in the past, represented any Party to the arbitration. The mediators selected by the Parties shall choose a separate mediator (the "Neutral Mediator") who shall conduct the mediation process herein. If the Parties' chosen mediators are unable to agree upon a Neutral Mediator within ten days of their appointment, the Parties shall submit a request to the Presiding Judge of the Superior Court of Arizona, Maricopa County, to appoint a Neutral Mediator.

7.3 Neutral Evaluation Process. If the Parties have been unable to resolve the disputes after discussions and partnering, the following neutral evaluation process shall be used to resolve any such dispute.

A. Notification of Dispute. The City or any other Party shall notify the Neutral Mediator in writing of the existence of a dispute within ten days of the Parties declaring need to commence the neutral evaluation process.

B. Non-Binding Informal Hearing. The Neutral Mediator shall schedule a non-binding informal hearing of the matter to be held within seven days from receipt of notification of the existence of a dispute. The Neutral Mediator may conduct the hearing in such manner as he/she deems appropriate and shall notify all Parties of the hearing and of its opportunity to present evidence they believe will resolve the dispute. All Parties to the dispute shall be notified by the Neutral Mediator that they shall submit a written outline of the issues and evidence intended to be introduced at the hearing and their proposed resolution of the dispute to the Neutral Mediator before the hearing commences. The Neutral Mediator is not bound by the rules of evidence when admitting evidence in the hearing and may limit the length of the hearing, the number of witnesses or any evidence introduced to the extent deemed relevant and efficient.

C. Non-Binding Decision. The Neutral Mediator shall render a non-binding written decision as soon as possible, but not later than five calendar days after the hearing.

8. No Personal Liability.

8.1 City to Developer. No member, official, officer, director, employee or agent of the City shall be personally liable to the Developer or any successor or assignee (A) in the event of any default or breach by the City or (B) pursuant to any obligation of the City under the terms of this Agreement.

8.2 Developer to City. No member, official, officer, director, employee or agent of the Developer shall be personally liable to the City or any successor or assignee (A) in the event of any default or breach by the Developer or (B) pursuant to any obligation of the Developer under the terms of this Agreement.

9. Remedies for Breach.

9.1 Developer's Remedies. In the event that the City is in breach under this Agreement and thereafter fail(s) to cure such breach within the time period described in Section 5 above, then, in addition to pursuing any and all other legal and equitable remedies which the Developer may have against the City, the Developer shall have the right to automatically terminate its rights and obligations to the City under this Agreement immediately upon written notice to the City.

9.2 City's Remedies. In the event that the Developer is in breach under this Agreement and thereafter fail(s) to cure such breach within the time period described in Section 5 above, then, in addition to pursuing any and all other legal and equitable remedies which the City may have against the Developer, the City shall have the right to automatically terminate its rights and obligations to the Developer under this Agreement immediately upon written notice to the Developer.

10. Representations and Warranties.

10.1 City Representations. The City represents and warrants to the Developer that:

A. The City has the full right, power and authorization to enter into and perform this Agreement and the documents attached to hereto as exhibits and each of City's obligations and undertakings under this Agreement and the documents attached to hereto as exhibits, and the City's execution, delivery and performance of this Agreement and the documents attached to hereto as exhibits, have been duly authorized and agreed to in compliance with the requirements of applicable law. The person signing this Agreement on behalf of the City is duly authorized to do so.

B. All consents and approvals necessary to the execution, delivery and performance of this Agreement and the documents attached hereto as exhibits have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

C. The City will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

D. The City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

10.2 Developer Representations. The Developer represents and warrants to the City that:

A. The Developer has the full right, power and authorization to enter into and perform this Agreement and the documents attached to hereto as exhibits and each of Developer's obligations and undertakings under this Agreement and the documents attached to hereto as exhibits, and the Developer's execution, delivery and performance of this Agreement and the documents attached to hereto as exhibits, have been duly authorized and agreed to in compliance with the requirements of applicable law. The person signing this Agreement on behalf of the Developer is duly authorized to do so.

B. All consents and approvals necessary to the execution, delivery and performance of this Agreement and the documents attached to hereto as exhibits have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

C. The Developer will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

D. The Developer has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

11. General Provisions.

11.1 Cooperation. The City and the Developer hereby acknowledge and agree that they shall cooperate in good faith with each other and use reasonable efforts to (A) pursue the development of the Property and (B) facilitate construction of the Avondale Boulevard Improvements as contemplated by this Agreement.

11.2 Time of Essence. Time is of the essence with respect to each and every provision of this Agreement and the performance required by each Party hereto.

11.3 Conflict of Interest. Pursuant to Arizona law, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

11.4 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Cherlene Penilla, Acting City Manager

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

If to the Developer: Encanto Townhome Holdings, LLC
26 Milton Avenue
Alpharetta, Georgia 30009
Attn: _____

With copy to: _____

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 Subsection. Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

11.5 Estoppel Certificate. Any Party may request of the other Party, and the requested Party shall, within 21 calendar days, respond and certify by written instrument of the requesting Party that (A) this Agreement and any approvals contemplated herein are unmodified and in full force and effect, or if there have been modifications, that such are in full force and effect as modified, stating the nature and date of such modification, (B) the existence of a known default and the scope and nature of the default, (C) the existence of any counterclaims which the requested Party has against the other Party and (D) any other matters that may reasonably be requested in connection with the development of land, development of the Property or any material aspect of the zoning, plat or other approval.

11.6 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

11.7 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of any Party, this Agreement will promptly be physically amended to make such insertion or correction.

11.8 Successors and Assigns. This Agreement shall run with the land and all of the covenants and conditions set forth herein shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

11.9 Assignment; Delegation. No right or interest in this Agreement shall be assigned by the Developer without prior, written permission of the City, signed by the City Manager, which permission shall not be unreasonably withheld, conditioned or delayed. The assigning Party shall be released and relieved of all obligations hereunder arising from and after a permitted assignment in which the assignee assumes in writing such obligations. Any attempted assignment or delegation by the Developer in violation of this provision shall be a breach of this Agreement by the Developer.

11.10 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by any Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

11.11 Attorneys' Fees. In the event any Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

11.12 Limited Severability. The City and the Developer all believe that this Agreement was executed, delivered and performed in compliance with all applicable law.

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

11.13 Schedules and Exhibits. All schedules and exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

11.14 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

11.15 Recordation of Agreement. This Agreement shall be recorded in the Official Records of Maricopa County, Arizona, within ten days after its approval and execution by all Parties.

11.16 Future Effect. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their successors in interest and assigns.

11.17 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of another Party for any purpose whatsoever.

11.18 Additional Acts and Documents. Each Party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any Party in furtherance of the rights under this Agreement, such approval shall not be unreasonably withheld.

11.19 Completion of Construction. The rights granted to Developer hereunder shall extend for the Term of this Agreement.

11.20 Headings; Counterparts. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

11.21 Force Majeure. The performance of any Party and the duration of this Agreement shall be extended by any causes that are extraordinary and beyond the control of the Party required to perform, such as, but not limited to, extreme changes in market conditions, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or acts of terrorism.

11.22 Computation of Time. In computing any period of time under this Agreement the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (local time, Phoenix, Arizona) on the last day of the applicable time period provided herein.

11.23 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City or the Developer. Within ten days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Maricopa County.

11.24 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Developer any amounts the Developer owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Developer any amounts the Developer owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

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

[SIGNATURES ON FOLLOWING PAGES]

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Cherlene Penilla, Acting City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2022,
by Cherlene Penilla, the acting City Manager of the CITY OF AVONDALE, an Arizona
municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Developer”

ENCANTO TOWNHOME HOLDINGS, LLC
an Arizona limited liability company

By: TIC 11 Encanto Townhome GP, LLC
an Arizona limited liability company
its Sole Managing Member

By: Trilogy Residences, LLC
a Georgia limited liability company
its Sole Managing Member

By: _____,
_____, Manager

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022, by Jack D. Rose, as Manager of Trilogy Residences, LLC, a Georgia limited liability company, as the sole Managing Member of TIC 11 Encanto Townhome GP, LLC, an Arizona limited liability company, as the sole Managing Member of ENCANTO TOWNHOME HOLDINGS, LLC, an Arizona limited liability company, on behalf of the company.

(affix notary seal here)

Notary Public in and for the State of Arizona

EXHIBIT A
TO
DEVELOPMENT AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
VIRTUA ENCANTO TOWNHOMES OWNER, LLC

[Property Legal Description and Map]

See following pages.

Harvey Land Surveying, Inc.
1670 N. Pinal Ave. #10772
Casa Grande, Arizona 85130

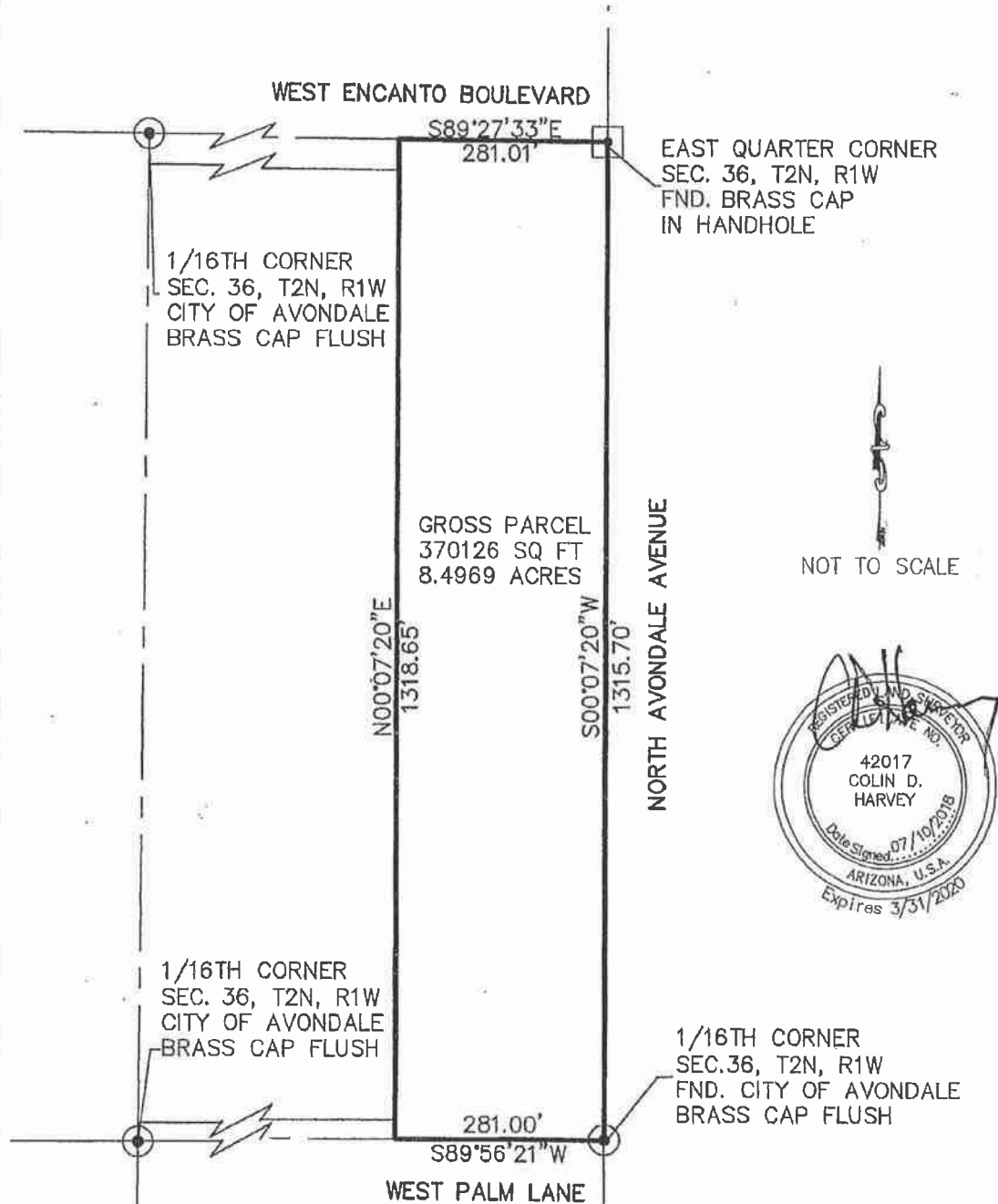
JULY 10, 2018

EXHIBIT A
GROSS ACREAGE - PARENT PARCEL

THE EAST 281.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER
OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

CONTAINING 370,126.86 SQUARE FEET OR 8.4969 ACRES, MORE OR LESS.

EXHIBIT B
GROSS PARCEL ACREAGE
APN: 501-74-015G AND 501-74-015H



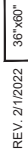
SHEET 1 OF 1
DATE: 07/10/2018

HARVEY LAND SURVEYING, INC.
1670 N PINAL AVENUE #10772.
CASA GRANDE, ARIZONA 85130
(520) 876-4786

EXHIBIT B
TO
DEVELOPMENT AGREEMENT
BETWEEN
CITY OF AVONDALE,
AND
VIRTUA ENCANTO TOWNHOMES OWNER, LLC

[Project Description, General Description of Improvements, Project Diagram]

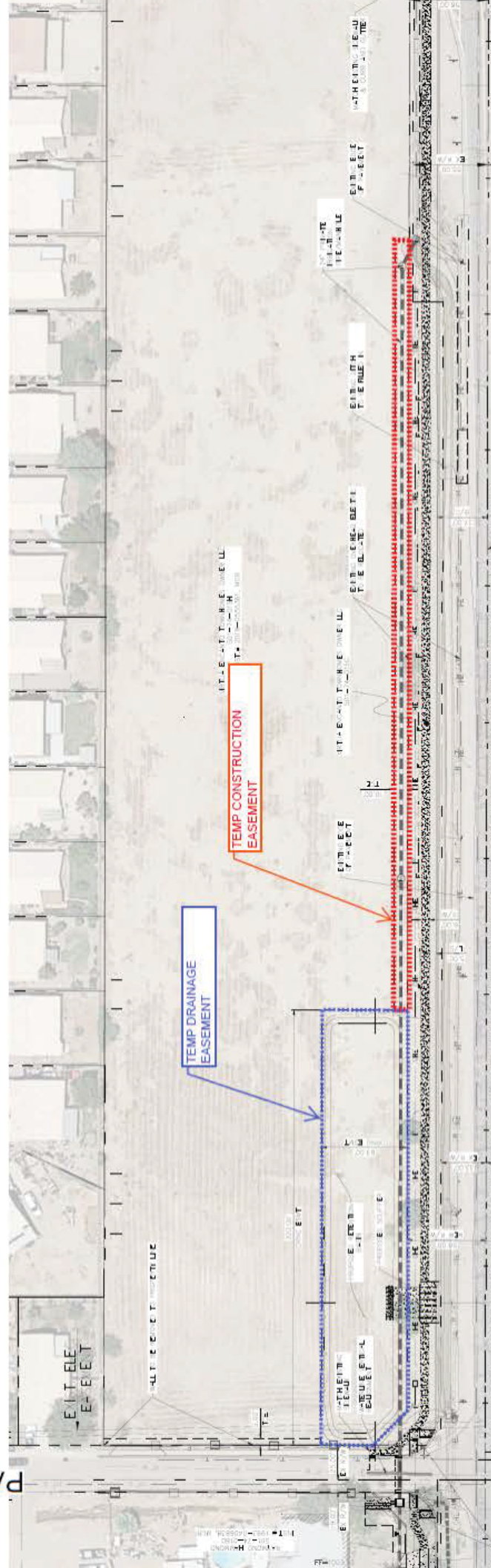
See following pages.



AVONDALE BOULEVARD ROLL PLOT

AVONDALE BOULEVARD WIDENING
MCDOWELL TO ENCANTO

PALM 1



LEGAL DESCRIPTION

A PORTION OF THAT PARCEL CONVEYED TO VIRTUA ENCANTO TOWNHOMES OWNER LLC BY DEED OF RECORD IN INSTRUMENT NUMBER 2018-0555361, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, BEING IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN HANDHOLE AT THE SOUTHEAST CORNER OF SAID SECTION 36, FROM WHICH AN ALUMINUM CAP FLUSH AT THE EAST QUARTER-CORNER OF SAID SECTION 36 BEARS NORTH 0 DEGREES 06 MINUTES 52 SECONDS EAST, 2632.04 FEET;

THENCE NORTH 0 DEGREES 06 MINUTES 52 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 36, 1661.17 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 08 SECONDS WEST, 58.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 53 MINUTES 08 SECONDS WEST, 63.00 FEET;

THENCE SOUTH 0 DEGREES 06 MINUTES 52 SECONDS WEST, TO A POINT ON THE SOUTH END OF SAID PARCEL, 320.19 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 23 SECONDS EAST, ALONG SAID SOUTH LINE, 38.00 FEET;

THENCE NORTH 45 DEGREES 01 SECONDS 37 DEGREES EAST, CONTINUING ALONG SAID SOUTH LINE, TO A POINT ON THE EAST SIDE OF SAID PARCEL, 35.41';

THENCE NORTH 0 DEGREES 06 MINUTES 52 SECONDS WEST, 295.00 FEET, ALONG THE EAST SIDE OF SAID PARCEL, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.4558 ACRE (19,854 S.F.) OF LAND, MORE OR LESS, INCLUDING ANY EASEMENTS OF RECORD.



Avondale
Arizona

SHEET 1 OF 2	DRAWN BY: MT	AVONDALE BOULEVARD WIDENING MCDOWELL RD. TO ENCANTO BLVD. TEMPORARY DRAINAGE EASEMENT AVONDALE, ARIZONA	 RITOCH-POWELL & Associates 602-263-1177 WWW.RPAENG.COM
	DATE: 02/04/22		
	SCALE: NTS		
	JOB NO: 220024		

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



NEW TEMPORARY
DRAINAGE
EASEMENT (TDE)
19,854 SF OR
0.4558 AC

APN 501-74-015L
VIRTUA ENCANTO
TOWNHOMES OWNER LLC
INST. #2018-0555361
MCR

LINE TABLE

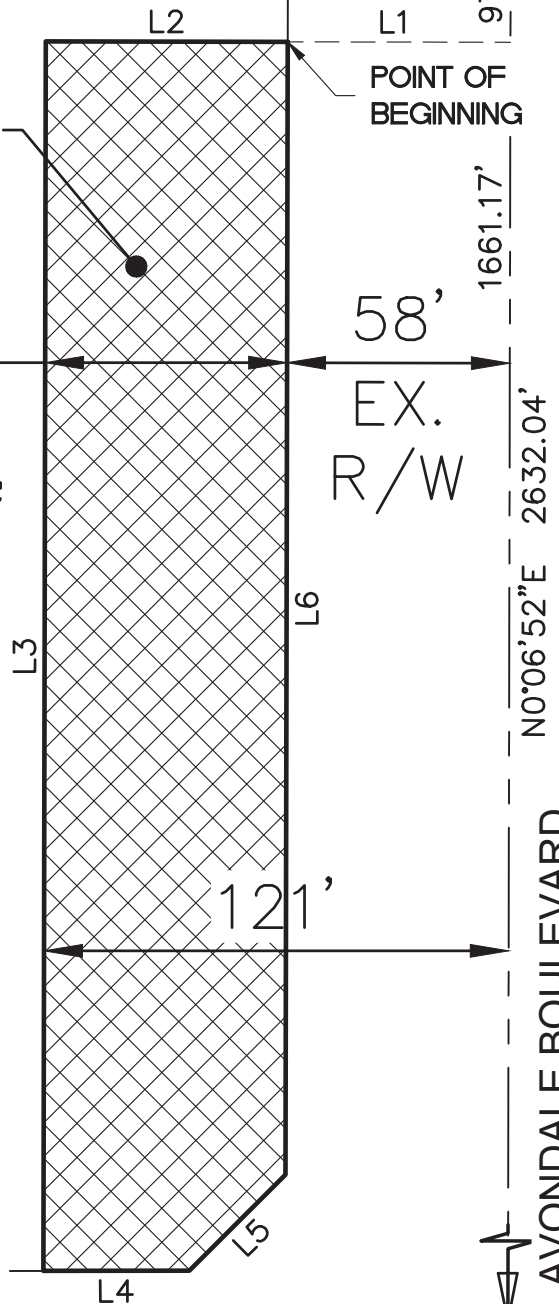
LINE	BEARING	LENGTH
L1	N89°53'08"W	58.00'
L2	N89°53'08"W	63.00'
L3	S0°06'52"W	320.19'
L4	N89°56'23"E	38.00'
L5	N45°01'37"E	35.41'
L6	N0°06'52"E	295.00'



N.T.S.

PALM LANE

EAST QUARTER-CORNER
SECTION 36, T2N, R1W
MC ALUMINUM CAP FLUSH



POINT OF COMMENCEMENT
SOUTHEAST CORNER
SECTION 36, T2N, R1W
MCHD BRASS CAP IN HANDHOLE



SHEET

2

OF 2

DRAWN BY: MT

DATE: 02/04/22

SCALE: NTS

JOB NO: 220024

AVONDALE BOULEVARD WIDENING
MCDOWELL RD. TO ENCANTO BLVD.

TEMPORARY
DRAINAGE EASEMENT

AVONDALE, ARIZONA

**RITOCH-POWELL
& Associates**
602-263-1177
WWW.RPAENG.COM

NORTH: 898386.8310' EAST: 581102.2131'

SEGMENT #1 : LINE

COURSE: N89° 53' 08"W LENGTH: 63.00'
NORTH: 898386.9568' EAST: 581039.2132'

SEGMENT #2 : LINE

COURSE: S00° 06' 52"W LENGTH: 320.19'
NORTH: 898066.7674' EAST: 581038.5740'

SEGMENT #3 : LINE

COURSE: N89° 56' 23"E LENGTH: 38.00'
NORTH: 898066.8075' EAST: 581076.5739'

SEGMENT #4 : LINE

COURSE: N45° 01' 37"E LENGTH: 35.41'
NORTH: 898091.8343' EAST: 581101.6244'

SEGMENT #5 : LINE

COURSE: N00° 06' 52"E LENGTH: 295.00'
NORTH: 898386.8337' EAST: 581102.2133'

PERIMETER: 751.60' AREA: 19853.65 SQ. FT.
ERROR CLOSURE: 0.0027 COURSE: N05° 32'
17.47"E
ERROR NORTH: 0.00272 EAST: 0.00026

PRECISION 1: 278370.37



LEGAL DESCRIPTION

A PORTION OF THAT PARCEL CONVEYED TO VIRTUA ENCANTO TOWNHOMES OWNER LLC BY DEED OF RECORD IN INSTRUMENT NUMBER 2018-0555361, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, BEING IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN HANDHOLE AT THE SOUTHEAST CORNER OF SAID SECTION 36, FROM WHICH AN ALUMINUM CAP FLUSH AT THE EAST QUARTER-CORNER OF SAID SECTION 36 BEARS NORTH 0 DEGREES 06 MINUTES 52 SECONDS EAST, 2632.04 FEET;

THENCE NORTH 0 DEGREES 06 MINUTES 52 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 36, 2231.56 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 08 SECONDS WEST, 58.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 53 MINUTES 08 SECONDS WEST, 15.00 FEET;

THENCE SOUTH 0 DEGREES 06 MINUTES 52 SECONDS WEST, 570.39 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 08 SECONDS EAST, TO A POINT ON THE EAST SIDE OF SAID PARCEL, 15.00';

THENCE NORTH 0 DEGREES 06 MINUTES 52 SECONDS EAST, 570.39 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.1964 ACRE (8,556 S.F.) OF LAND, MORE OR LESS, INCLUDING ANY EASEMENTS OF RECORD.



Avondale
Arizona

SHEET 1 OF 2	DRAWN BY: MT	AVONDALE BOULEVARD WIDENING MCDOWELL RD. TO ENCANTO BLVD. TEMPORARY CONSTRUCTION EASEMENT AVONDALE, ARIZONA	 RITOCH-POWELL & Associates 602-263-1177 WWW.RPAENG.COM
	DATE: 02/04/22		
	SCALE: NTS		
	JOB NO: 220024		

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

EAST QUARTER-CORNER
SECTION 36, T2N, R1W
MC ALUMINUM CAP FLUSH

NEW TEMPORARY
CONSTRUCTION
EASEMENT (TCE)
8,556 SF OR
0.1964 AC

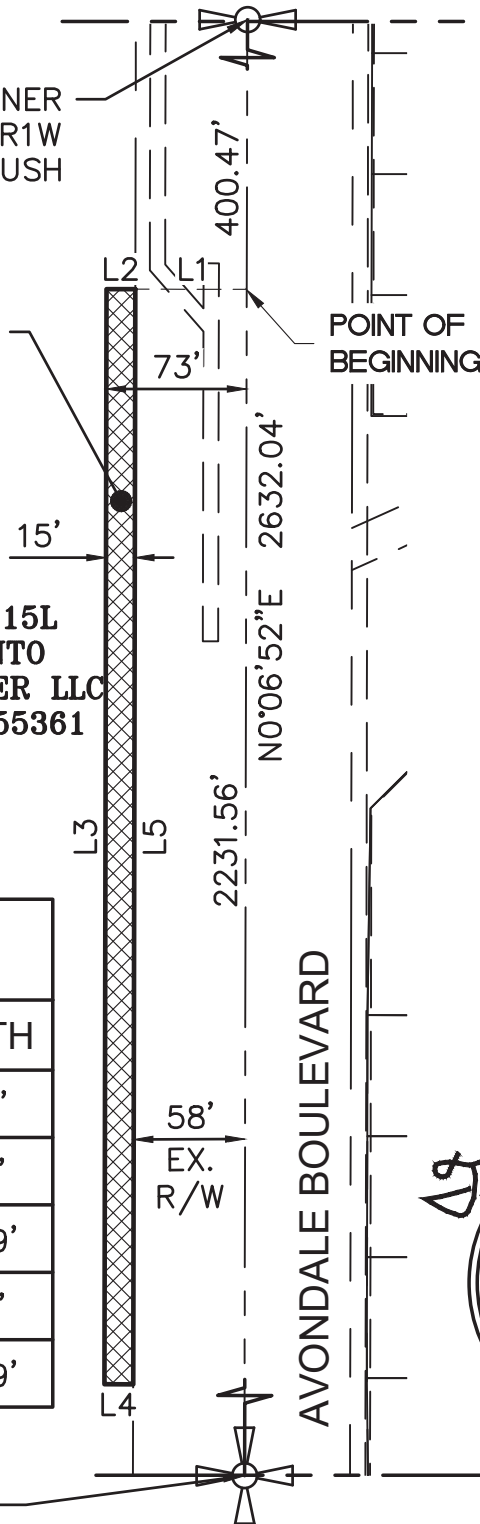
APN 501-74-015L
VIRTUA ENCANTO
TOWNHOMES OWNER LLC
INST. #2018-0555361
MCR

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°53'08"W	58.00'
L2	N89°53'08"W	15.00'
L3	S0°06'52"W	570.39'
L4	S89°53'08"E	15.00'
L5	N0°06'52"E	570.39'



N.T.S.

POINT OF COMMENCEMENT
SOUTHEAST CORNER
SECTION 36, T2N, R1W
MCHD BRASS CAP IN
HANDHOLE



Avondale
Arizona

SHEET

2

OF 2

DRAWN BY: MT

DATE: 02/04/22

SCALE: NTS

JOB NO: 220024

AVONDALE BOULEVARD WIDENING
MCDOWELL RD. TO ENCANTO BLVD.
TEMPORARY

CONSTRUCTION EASEMENT

AVONDALE, ARIZONA

RITOCH-POWELL
& Associates
602-263-1177
WWW.RPAENG.COM

NORTH: 898957.2188' EAST: 581103.3517'

SEGMENT #1 : LINE

COURSE: N89° 53' 08"W LENGTH: 15.00'
NORTH: 898957.2487' EAST: 581088.3517'

SEGMENT #2 : LINE

COURSE: S00° 06' 52"W LENGTH: 570.39'
NORTH: 898386.8599' EAST: 581087.2130'

SEGMENT #3 : LINE

COURSE: S89° 53' 08"E LENGTH: 15.00'
NORTH: 898386.8299' EAST: 581102.2129'

SEGMENT #4 : LINE

COURSE: N00° 06' 52"E LENGTH: 570.39'
NORTH: 898957.2188' EAST: 581103.3516'

PERIMETER: 1170.78' AREA: 8555.80 SQ. FT.
ERROR CLOSURE: 0.0001 COURSE: N89° 53'
08.41"W
ERROR NORTH: 0.00000 EAST: -0.00011

PRECISION 1: 11707800.00



EXHIBIT C
TO
DEVELOPMENT AGREEMENT
BETWEEN
CITY OF AVONDALE,
AND
VIRTUA ENCANTO TOWNHOMES OWNER, LLC

[Project Cost Estimate]

See following page.

CM@RISK 95% COST MODEL Summary

Project Name :	Avondale Boulevard Widening Improvements CMAR	Date: <u>April 13, 2022</u>
Project Location :	McDowell Road To Encanto Boulevar	
City of Avondale Project No. :	ST1125	

	Percentage	Amount
A. Direct Costs		
A.1. Direct Cost		\$2,510,001.42
Total Direct Costs :		\$2,510,001.42
B. General Conditions or Direct Costs only	7.10%	\$178,210.10
Subtotal 1 (Cost of the Work) :		\$2,688,211.52
C. CM@Risk's Fee on Cost of Work only	6.50%	\$174,733.75
Subtotal 2 :		\$2,862,945.27
D. Bonds and Insurance Allowances		
D.1. Bonds	1.00%	\$28,629.45
D.2. Insurance	1.05%	\$30,060.93
Total Bonds & Insurance Allowance :		\$58,690.38
Subtotal 3 :		\$2,921,635.65
E. Sales Tax		
E.1. Sales Tax (Insert Current Tax Rate In Cell F30)	5.72%	\$167,117.56
E.2. Tax Credits		
Total Sales Tax :		\$167,117.56
F. 95% Plans & Specifications GMP Subtotal :		\$3,088,753.21
G. Contingencies		
G.1 Allowance for CMU/Fence/Gate Allowance		\$ 12,000.00
G.2 Allowance for Subgrade Remediation		\$ 80,000.00
G.3 Allowance for Construction Manager's Contingency (Article 3.4 D)		\$ 125,000.00
G.4 Allowance for Unknown Surface and Subsurface Conditions		\$ 40,000.00
G.5 Allowance for SRP Conversion		\$ 20,000.00
G.11 Allowance for Materials Price Increases (Allowance) Pipe, ABC, Asphalt & Concrete Pricing Volatility		\$ 100,000.00
Total Contingency :		\$ 377,000.00
(F. 95% Plans & Specifications GMP Subtotal) + (G. Contingencies) :		\$3,465,753.21
95% Plans & Specifications GMP :		\$3,465,753.21

Establishment of Values:

- Direct Costs and Allowances to be submitted with 95% Plans & Specifications (C)
- General Conditions Cost (B) as set forth in Section 3.4.C of this Contract
- CM@Risk Fee as set forth in Section 3.4.A of this Contract

Formulas Used in Calculations

Subtotal 1 = A + B

CM@Risk Fee (C) = C Percentage x Subtotal 1

Subtotal 2 = C + Subtotal 1

Bond & Insurance Allowances - D Percentages x Subtotal 2

Subtotal 3 = D + Subtotal 2

Sales Tax (E1) = (65% of current Avondale Tax Rate) x Subtotal 3

Total 95% Plans & Specifications GMP = E + Subtotal 3

95% GMP broken out separately for virtual General Conditions Field (Line 1-17)-
 \$595,755.08 Split 50% = \$297,877.5
 Construction - \$744,575.87 (does not include Streetlight pole, mast arm and LED purchased by City and added to the cost later on)
 Allowance(\$377,000) assuming split 50% = \$188,500
 Subtotal 297,877.50+744,575.87+188,500=\$1,230,953.37
 GC OR Direct Cost - 7.1%
 CM@RISK fees - 6.5%
 Bond and insurance 2.05%
 Sales Tax 5.72%
 Total = \$1,494,008

Schedule Of Values (95% Plans & Specifications GMP)

Item #	Description	Quantity	Unit	Unit Price	Amount
General Conditions:					
1	Construction Yard Facilities	8	MN	\$7,755.31	\$ 62,042.48
2	Supervision	8	MN	\$32,007.96	\$ 256,063.68
3	Dust Control Permit Fees & Signs	1	LS	\$2,702.10	\$ 2,702.10
4	Track Out Installation	1	LS	\$6,715.26	\$ 6,715.26
5	Street Sweeper, Maintenance	8	MN	\$1,764.04	\$ 14,112.32
6	Construction Water	1	LS	\$38,633.52	\$ 38,633.52
7	Temporary Fence	750	LF	\$17.48	\$ 13,110.00
8	Project Pre-Warning Variable Message Boards (8 Each)	14	DA	\$445.72	\$ 6,240.08
9	Traffic Control	1	LS	\$57,001.40	\$ 57,001.40
10	Traffic Control Temporary Turn Lane (Avondale SB to McDowell EB)	1	LS	\$33,281.94	\$ 33,281.94
11	Shadow Truck	40	HR	\$65.00	\$ 2,600.00
12	Officer and Car	40	HR	\$49.50	\$ 1,980.00
13	AZPDES (SWPP) Plan, Notification, BMP Installation & Maintenance	1	LS	\$15,320.27	\$ 15,320.27
14	Construction Surveying	1	LS	\$40,300.95	\$ 40,300.95
15	As Builts/Record Drawings	1	LS	\$4,500.11	\$ 4,500.11
16	DCS Mobilization / De-Mobilization	1	LS	\$24,950.59	\$ 24,950.59
17	Subcontractor Mobilization / De-Mobilization	1	EA	\$16,200.38	\$ 16,200.38
General Conditions Total :					\$ 595,755.08
Avondale Blvd - McDowell Road to Palm Lane (Station 50+00)					
18	Grading (Roadway & Drainage)	1	EA	\$58,499.51	\$ 58,499.51
19	Export Spoils	3569	CY	\$13.63	\$ 48,645.47
20	Scarify and Recompact Limits Within Existing Earthen Ditch	1467	SY	\$2.72	\$ 3,990.24
21	Clearing & Grubbing	1	LS	\$14,796.37	\$ 14,796.37
22	Dumped Riprap (D50=6") Per Mag Spec Section 220 And 703, Thickness 12", With Geosynthetic F	47	SY	\$71.74	\$ 3,371.78
23	Asphalt Concrete Pvmnt Per Pvmnt Structural Section No.1 (Includes Aggregate Base Course And Sub	5654	SY	\$45.64	\$ 258,048.56
24	Sawcut & Match Existing	1703	LF	\$2.43	\$ 4,138.29
25	Median Concrete Pavers Per Coa Std Det A1221 (Pavestone Decorastone Pavers, Color: Old Town E	250	SF	\$31.68	\$ 7,920.00
26	Curb & Gutter Per Mag Std Det 220-1 Type A	831	LF	\$28.43	\$ 23,625.33
27	Single Curb Per Mag Std Det 222 Type A	555	LF	\$20.39	\$ 11,316.45
28	Curb & Gutter Per Mag Std Det 220-2 Type E, Curb Transitions Per Mag Std Det 220-2, (Type E To	28	LF	\$52.56	\$ 1,471.68
29	Thickened Edge Of Pavement Per Mag Std Det 201, Type A	698	LF	\$5.30	\$ 3,699.40
30	Sidewalk (Width Per Plan) Per Mag Std Det 230	4068	SF	\$4.87	\$ 19,811.16
31	Sidewalk Ramp Per Coa Std Det A1235-2	10	EA	\$2,058.56	\$ 20,585.60
32	Sidewalk Ramp Per Mag Std Det 236-1	1	EA	\$3,589.45	\$ 3,589.45
33	Driveway Entrance Per Coa Std Det A1250-1	1958	SF	\$10.12	\$ 19,814.96
34	Median Nose Per Coa Std Det A1220	1	EA	\$672.66	\$ 672.66
35	8"X8" Concrete Header (Per Detail Vi, Sheet Ld-2)	7	LF	\$54.71	\$ 382.97
36	Adjust Cox Communication Manhole To Finish Grade Per Cox Communications Requirements/Spec	1	EA	\$1,090.03	\$ 1,090.03
37	Remove Concrete Slab (Sidewalk, Driveway, And Ramp)	2125	SF	\$2.70	\$ 5,737.50
38	Remove Headwall	6	EA	\$1,225.13	\$ 7,350.78
39	Remove Ac Pavement (Includes Subgrade)	3969	SY	\$5.41	\$ 21,472.29
40	Remove Wall (Includes Footing)	257	LF	\$53.08	\$ 13,641.56
41	Remove Block Pillar	2	EA	\$983.20	\$ 1,966.40

Schedule Of Values (95% Plans & Specifications GMP)

Item #	Description	Quantity	Unit	Unit Price	Amount
42	Remove Fence	585	LF	\$2.74	\$ 1,602.90
43	Remove Pipe (All Sizes)	179	LF	\$100.25	\$ 17,944.75
44	Remove 8" Water Line	52	LF	\$128.31	\$ 6,672.12
45	Remove Concrete Irrigation Structure	1	EA	\$1,797.38	\$ 1,797.38
46	Remove Concrete Lined Irrigation Ditch	63	LF	\$29.78	\$ 1,876.14
47	Remove Concrete Curb & Gutter	578	LF	\$8.62	\$ 4,982.36
48	Remove Concrete Single Curb	282	LF	\$7.05	\$ 1,988.10
49	Misc. Landscape Removal And Other Work (Includes Any Stump Grinding)(Not Including Clear/Gr	1	LS	\$5,000.12	\$ 5,000.12
50	Obliterate Striping	1	LS	\$19,600.46	\$ 19,600.46
51	Remove Tree (12" Diameter And Larger, Includes Stump)	21	EA	\$1,469.72	\$ 30,864.12
52	Relocate Mailbox (W/ Concrete Foundation)	3	EA	\$376.19	\$ 1,128.57
53	Relocate Existing Street Light	1	EA	\$2,680.06	\$ 2,680.06
54	Remove And Replace Concrete Spillway Per Mag Std Det 550	95	SF	\$39.69	\$ 3,770.55
55	Chain Link Fence Per Mag Std Det 160, Modified Per Specifications	164	LF	\$77.68	\$ 12,739.52
56	New Gate Per Mag Std Det 160, Modified Per Specifications	1	EA	\$1,986.66	\$ 1,986.66
57	Salvage Existing Gate And Reinstall Per Det 08 On Sht Dt02	1	EA	\$800.02	\$ 800.02
58	Salvage Existing Gate And Reinstall Per Det 13 On Sht Dt02	1	EA	\$800.02	\$ 800.02
59	Salvage Existing Gate And Reinstall And Attach To Block Wall Column (Detail By Contractor)	1	EA	\$800.02	\$ 800.02
60	White Stripe 90Mil Thermoplastic 4" Equiv	6435	LF	\$0.64	\$ 4,118.40
61	Yellow Stripe 90Mil Thermoplastic 4" Equiv	2427	LF	\$0.64	\$ 1,553.28
62	Pavement Symbols Preformed, Thermoplastic, Type I	12	EA	\$190.00	\$ 2,280.00
63	Bike Lane Marking Set (Arrow & Symbol) Preformed, Thermoplastic, Type I	4	EA	\$245.01	\$ 980.04
64	Raised Pavement Markers, Type "D" (Adot 4-M-2.02)	126	EA	\$2.90	\$ 365.40
65	Raised Pavement Markers, Type "G" (Adot 4-M-2.02)	48	EA	\$2.90	\$ 139.20
66	Sign Post Per Coa Std Det A1600	50	LF	\$30.00	\$ 1,500.00
67	Reflective Traffic Sign Panel	55.8	SF	\$31.00	\$ 1,729.80
68	SRP Lighting Pullbox (Type J) (Coa Std Det A1790)	5	EA	\$852.02	\$ 4,260.10
69	Pull Box (No. 7 Fiber) (Coa Std Det A1717)	2	EA	\$2,140.05	\$ 4,280.10
70	Pull Box (No. 9 Vault) (Coa Std Det A1719)	1	EA	\$10,155.24	\$ 10,155.24
71	Carflex Liquidtight Flexible Nonmetallic Conduit (1" - Per Coa Std Det A1787)	28	LF	\$25.00	\$ 700.00
72	Sch. 40 Pvc Electrical Conduit, 2.5" W/ ¼" Nylon Pull Rope And W/ #8 Bare Copper Wire (Trench	440	LF	\$27.00	\$ 11,880.00
73	Electrical Conduit (2") (Schedule 80 Pvc) (Installed By Directional Bore)	380	LF	\$50.00	\$ 19,000.00
74	Electrical Conduit (3 - 2.5") (Schedule 80 Pvc) (Coa Std Det A1720) (Trench Installation)	600	LF	\$58.00	\$ 34,800.00
75	Electrical Conduit (3 - 2.5") (Schedule 80 Pvc) (Coa Std Det A1720) (Joint Trench)	440	LF	\$61.00	\$ 26,840.00
76	Foundation For Streetlight Pole (Avondale Architectual, Coa Std Det A1784-1)	5	EA	\$1,991.05	\$ 9,955.25
77	Install Only COA Supplied Streetlight Pole (Avondale Architectual Streetlight Pole Coa Std Det A17	4	EA	\$1,943.05	\$ 7,772.20
78	Install Only COA Supplied Luminaire (Horizontal Mount) (Led) (Ge Evolve)	4	EA	\$375.01	\$ 1,500.04
79	Single Mode Fiber Optic Cable (144 Strand)	1360	LF	\$4.00	\$ 5,440.00
80	4'X4' Concrete Block Junction Box Per Mag Std Det 504	1	EA	\$9,718.06	\$ 9,718.06
81	5'-4"X5'-4" Concrete Junction Structure Per Mag Std Det 506, Modified For Toggle Gates Per Det 0	1	EA	\$24,403.70	\$ 24,403.70
82	Flood Irrigation Valve With Concrete Scouring Basin Per Mag Std Det 506	6	EA	\$2,255.05	\$ 13,530.30
83	Block Pilaster Column Per Det 09 On Sht Dt02	2	EA	\$1,744.35	\$ 3,488.70
84	Block Pilaster Per Det W1 On Sht Pv07	2	EA	\$2,258.36	\$ 4,516.72
85	CMU Wall Per Detail 14 On Sht Dt02	193	LF	\$253.95	\$ 49,012.35

Schedule Of Values (95% Plans & Specifications GMP)

Item #	Description	Quantity	Unit	Unit Price	Amount
86	Stucco And Paint CMU Columns & Wall to Match Existing	3050	SF	\$4.84	\$ 14,762.00
87	L Shape Headwall Per Mag Std Det 501. Safety Rail Per Mag Std Det 145.	1	EA	\$6,615.93	\$ 6,615.93
88	1/2" Pvc Schedule 40 Private Irrigation Water Service	146	LF	\$14.67	\$ 2,141.82
89	Install Hose Bib Per Special Det 5 On Sht Dt01	3	EA	\$470.34	\$ 1,411.02
90	Remove Existing Water Meter Box, Service Line And Saddle (With Repair Clamp) Per Det 13 On S	2	EA	\$4,244.55	\$ 8,489.10
91	8" Pe Wrapped Ductile Iron Pipe (Min Cl 350), Vertical Realignment. Concrete Encasement Per Mag	52	LF	\$568.20	\$ 29,546.40
92	8" Gate Valve With Valve Box And Cover Per Coa Std Det A1391	1	EA	\$2,516.00	\$ 2,516.00
93	1" Water Service, Line, Curb Stop, Fittings And Meter Box Per Coa Std Det A1300 And Det 13 On	2	EA	\$11,924.98	\$ 23,849.96
94	1" Reduced Pressure Backflow Prevention Unit With Concrete Pad, Per Coa Std Det A1326	2	EA	\$1,968.70	\$ 3,937.40
95	Reconnect Water Service On Customer Side At New Meter Location	2	EA	\$660.63	\$ 1,321.26
96	Air/Vacuum Release Valve Per Coa Std Det A1320-2	1	EA	\$8,353.15	\$ 8,353.15
97	12" HP Storm Dual Wall Pipe. Backfill, Bedding, And Trenching Section Per Det 02 On Sht Dt01	20	LF	\$762.37	\$ 15,247.40
98	18" HP Storm Dual Wall Pipe. Backfill, Bedding, And Trenching Section Per Det 02 On Sht Dt01	494	LF	\$109.60	\$ 54,142.40
99	24" HP Storm Dual Wall Pipe. Backfill, Bedding, And Trenching Section Per Det 02 On Sht Dt01	76	LF	\$189.69	\$ 14,416.44
100	Encase Irrigation Pipe Per Mag Std Det 404-3	22	LF	\$123.58	\$ 2,718.76
101	Maxwell Iv Drywell Per Det 12 On Sht Dt02, 40' Depth (Rim To Be 6" Above Basin Bottom)	2	EA	\$13,143.66	\$ 26,287.32
102	Concrete Lined Irrigation Ditch Per Det 10 On Sht Dt02	18	LF	\$153.58	\$ 2,764.44
103	Concrete Lined Irrigation Ditch Termination Per Det 07 On Sht Dt01	1	EA	\$1,265.57	\$ 1,265.57
Construction Total Avondale BLVD - McDowell Road to Palm Lane (Station 50+00) :					\$ 1,146,377.56
Avondale Blvd - Palm Lane (Station 50+00) to Encanto					
104	Grading (Roadway & Drainage)	1	EA	\$53,072.36	\$ 53,072.36
105	Export Spoils	4223	CY	\$13.62	\$ 57,517.26
106	Scarify and Recompact Limits Within Existing Earthen Ditch	2078	SY	\$2.25	\$ 4,675.50
107	Dumped Riprap (D50=6") Per Mag Spec Section 220 And 703, Thickness 12", With Geosynthetic F	14	SY	\$86.18	\$ 1,206.52
108	Asphalt Concrete Pvm Per Pvm Structural Section No.1 (Includes Aggregate Base Course And Sub	4999	SY	\$41.98	\$ 209,858.02
109	Sawcut & Match Existing	1274	LF	\$1.82	\$ 2,318.68
110	Curb & Gutter Per Mag Std Det 220-1 Type A	1196	LF	\$22.00	\$ 26,312.00
111	Sidewalk (Width Per Plan) Per Mag Std Det 230	7078	SF	\$4.69	\$ 33,195.82
112	Sidewalk Ramp Per Coa Std Det A1235-2	5	EA	\$2,058.56	\$ 10,292.80
113	Adjust Sanitary Manhole And Cover To Finish Grade Per Mag Std Det 270	1	EA	\$1,090.03	\$ 1,090.03
114	Remove Concrete Slab (Sidewalk, Driveway, And Ramp)	1186	SF	\$3.61	\$ 4,281.46
115	Remove Headwall	1	EA	\$1,173.71	\$ 1,173.71
116	Remove Ac Pavement (Includes Subgrade)	2381	SY	\$4.51	\$ 10,738.31
117	Remove Concrete Curb & Gutter	141	LF	\$12.18	\$ 1,717.38
118	Remove Concrete Single Curb	67	LF	\$9.32	\$ 624.44
119	Obliterate Striping	1	LS	\$22,560.53	\$ 22,560.53
120	Landscape Restoration Area. Decomposed Granite To Match Existing. Any Plants Removed To Be	1	LS	\$5,000.12	\$ 5,000.12
121	White Stripe 90Mil Thermoplastic 4" Equiv	6333	LF	\$0.64	\$ 4,053.12
122	Yellow Stripe 90Mil Thermoplastic 4" Equiv	1776	LF	\$0.64	\$ 1,136.64
123	Pavement Symbols Preformed, Thermoplastic, Type I	3	EA	\$190.00	\$ 570.00
124	Bike Lane Marking Set (Arrow & Symbol) Preformed, Thermoplastic, Type I	2	EA	\$245.01	\$ 490.02
125	Raised Pavement Markers, Type "D" (Adot 4-M-2.02)	99	EA	\$2.90	\$ 287.10
126	Raised Pavement Markers, Type "G" (Adot 4-M-2.02)	97	EA	\$2.90	\$ 281.30
127	Sign Post Per Coa Std Det A1600	50	LF	\$30.00	\$ 1,500.00

Schedule Of Values (95% Plans & Specifications GMP)

Item #	Description	Quantity	Unit	Unit Price	Amount
128	Reflective Traffic Sign Panel	33.5	SF	\$31.00	\$ 1,038.50
129	SRP Lighting Pullbox (Type J) (Coa Std Det A1790)	5	EA	\$852.02	\$ 4,260.10
130	Pull Box (No. 7 Fiber) (Coa Std Det A1717)	3	EA	\$2,140.05	\$ 6,420.15
131	Carflex Liquidtight Flexible Nonmetallic Conduit (1" - Per Coa Std Det A1787)	42	LF	\$25.00	\$ 1,050.00
132	Sch. 40 Pvc Electrical Conduit, 2.5" W/ ¼" Nylon Pull Rope And W/ #8 Bare Copper Wire (Trench)	960	LF	\$27.00	\$ 25,920.00
133	Electrical Conduit (3 - 2.5") (Schedule 80 Pvc) (Coa Std Det A1720) (Trench Installation)	585	LF	\$58.00	\$ 33,930.00
134	Electrical Conduit (3 - 2.5") (Schedule 80 Pvc) (Coa Std Det A1720) (Joint Trench)	920	LF	\$61.00	\$ 56,120.00
135	Foundation For Streetlight Pole (Avondale Architectual, Coa Std Det A1784-1)	5	EA	\$1,991.05	\$ 9,955.25
136	Install Only COA Supplied Streetlight Pole (Avondale Architectual Streetlight Pole Coa Std Det A1784-1)	5	EA	\$1,943.05	\$ 9,715.25
137	Install Only COA Supplied Luminaire (Horizontal Mount) (Led) (Ge Evolve)	5	EA	\$375.01	\$ 1,875.05
138	Single Mode Fiber Optic Cable (144 Strand)	1570	LF	\$4.00	\$ 6,280.00
139	Concrete Scupper And Spillway Per Mag Std Det 206. Width Of Opening Per Plan. Inlet Marker Per	1	EA	\$16,313.67	\$ 16,313.67
140	24" HP Storm Dual Wall Pipe. Backfill, Bedding, And Trenching Section Per Det 02 On Sht Dt01	855	LF	\$123.27	\$ 105,395.85
141	4' Dia Manhole Per Mag Std Det 522 & 520 With Frame And Cover Per Mag Std Det 524 (30" Lid)	3	EA	\$4,116.31	\$ 12,348.93
Construction Total Avondale BLVD - Palm Lane (Station 50+00) to Encanto:					\$ 744,575.87
Misc Concrete Items (Not Shown On Plans)					
142	McDowell & Avondale SEC Remove & Replace ADA Ramp	1	EA	\$14,599.33	\$ 14,599.33
143	McDowell & Avondale SEC Remove & Replace Catch Basin Top	1	EA	\$8,693.58	\$ 8,693.58
Total Misc Concrete Items (Not Shown On Plans) :					\$ 23,292.91
Allowance Items					
144	Allowance #1 - CMU/Fence/Gate Allowance	1	EA	\$12,000.00	\$ 12,000.00
145	Allowance #2 - Subgrade Remediation	1	EA	\$80,000.00	\$ 80,000.00
146	Allowance #3 - Construction Manager's Contingency (Article 3.4 D)	1	LS	\$125,000.00	\$ 125,000.00
147	Allowance #4 - Unknown Surface and Subsurface Conditions	1	LS	\$40,000.00	\$ 40,000.00
148	Allowance #5 - SRP Conversion	1	LS	\$20,000.00	\$ 20,000.00
149	Allowance #11 - Materials Price Increases (Allowance) Pipe, ABC, Asphalt & Concrete Pricing Vol	1	Each	\$100,000.00	\$ 100,000.00
Total Allowances :					\$ 377,000.00

Total Direct Cost Without Allowances : \$ 2,510,001.42
Grand Total (including Allowance Items) : \$ 2,887,001.42

95% Plans & Specifications GMP Avondale Boulevard Widening (CMAR) – McDowell Road To Encanto Boulevard.

95% Plans & Specifications GMP Assumptions and Clarifications.

The Total 95% Plans & Specifications GMP is \$ 2,887,001.42 per the schedule of values.

- The 95% Plans & Specifications GMP is based on the following:
 - Avondale Boulevard Widening Improvements Plans Dated 02/04/22 as prepared by Ritoch-Powell & Associates.
 - Geotechnical Evaluation Dated 10/27/2020 prepared by Ninyo and Moore.
 - **Technical Specifications dated February 2022 with non applicable specifications red-lined.**
- 95% Plans & Specifications GMP Based on CPM schedule provided within. (Schedule to be provided at Final Cost Model, significant plan changes are anticipated from Prefinal to Final)
- 95% Plans & Specifications GMP Excludes all work associated with SRP overhead relocation. This work to be completed by others. DCS will complete the private irrigation improvements and rough grade west shoulder of Avondale Blvd. The site will then be turned over to SRP to complete SRP overhead relocations.
- 95% Plans & Specifications GMP assumes Cox communications will have their facilities relocated prior to the start of construction.
- Grading based on topo on plans provided, Existing topo to be verified prior to start of grading.
- 95% Plans & Specifications GMP does not include relocation of any utilities. Potholing of existing utilities is currently taken place, any utilities found in conflict during potholing or construction will be relocated as part of the Allowance for additional work.
- Palm Lane will require a road closure of 2 months to complete the improvements at Palm Lane Avondale Blvd.
- 95% Plans & Specifications GMP is based on installing High Performance Storm Dual Wall Polypropylene Pipe for the private irrigation system. HDPE N-12 per the specifications is not intended for irrigation application. This was discussed during pre-construction services and Engineer never updated plans or specifications. Engineer/Avondale to approve material submittals prior to ordering pipe.
- 95% Plans & Specifications GMP excludes hydrostatic testing of private irrigation system.
- 95% Plans & Specifications GMP includes scarify and recompact limits of existing dirt ditch. Subgrade issues if encountered will be addresses as additional work under subgrade remediation allowance.
- 95% Plans & Specifications GMP based on irrigation tie-ins and crossings of existing facilities being completed under dry-up. No by-pass pumping is included. Dry-up period assumed to be 1 week duration.
- 95% Plans & Specifications GMP assumes all onsite materials are suitable to be used as fill.
- 95% Plans & Specifications GMP excludes over excavation of fill materials as discussed in the soils report. If this scope of work is required will be paid for under an allowance item.
- 95% Plans & Specifications GMP reflects all the material pricing projected through June 2022. Material availability and pricing subject to change based on supplier terms and conditions. Material increases will be paid for under Allowance # 11 as needed.
- 95% Plans & Specifications GMP reflect the demolition of existing private residence/storage building at station 47+00 within the limits of the proposed improvements. The City Of Avonvale will have the entire existing structure removed and disposed at it's sole expense prior to the start of construction.
- 95% Plans & Specifications GMP reflect materials testing to be performed by the contractor. The City of Avondale will perform all quality control and assurance testing at it's sole expense.
- 95% Plans & Specifications GMP specify the furnishing and installing of street light poles and luminaires. The City of Avondale will furnish both the street light poles and luminaires as specified at their sole expense. The City of Avondale will be responsible for the cost of pursuing warranties associated with the supply of the street light poles and luminaires.
- 95% Plans & Specifications GMP call for the landscaping of the proposed improvements. The City of Avondale will have the landscape performed through means outside of this contract at their sole expense.

Contingencies items include the following.

- Allowance #1 – CMU/Fence/Gate Allowance: This allowance will be utilized as a funding source for any modifications required due to undefined specifications or the conditions of existing improvements. The finish on the CMU walls and columns is specified as match existing. The gates to be relocation are of a deteriorated condition. The mounting of an existing gate to the proposed CMU is called out as a contractor provided mounting detail.
- Allowance #2 – Subgrade Remediation: This allowance will be utilized as a funding source for any subgrade remediation that is encountered during construction. Including but not limited to analysis and testing of soils, furnishing, and installing approved remediation methods such as geogrid, soil cement, and/or over excavation of material, etc.
- Allowance #3 - Allowance for Article 3.4 D. Construction Manager's Contingency: The Construction Manager's Contingency Allowance is to be used to cover the cost of unknown/unforeseen as it relates to Article 2.1 A. Including but not limited to; utility potholing/relocation, unsuitable subgrade, mass excavation quantity adjustment based on topo discrepancies, material increase, and/or scope creep.
- Allowance #4 - Unknown Surface and Subsurface Conditions: This allowance will be utilized as a funding source for additional work required due to unknown surface and subsurface conditions that may be encountered during construction in both the Right-of-Way and private property.
- Allowance #5 – SRP Conversion: This allowance is to provide a funding source for additional work required to assist SRP in completing the conversion.
- Allowance #11 – Materials Price Increase Allowance – This allowance will be utilized as a funding source to address the potential material price increases for pipe, aggregates, concrete, asphalt, landscaping and CMU materials.

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
	JOB	1.00	LS	\$2,887,001	\$2,887,001.42
	Prime Bond	1.00	LS	\$0.00	\$0.00
	Price % Add-On	1.00	LS	\$0.00	\$0.00
	Job Financing	1.00	LS	\$0.00	\$0.00
	Indirect Cost Escalation	1.00	LS	\$0.00	\$0.00
	Direct Cost Escalation	1.00	LS	\$0.00	\$0.00
	Indirect Cost Add-On	1.00	LS	\$0.00	\$0.00
	Job Management & Equipment	1.00	LS	\$0.00	\$0.00
	General Expense	1.00	LS	\$0.00	\$0.00
	Direct Cost Add-On	1.00	LS	\$0.00	\$0.00
1	Construction Yard Facilities	8.00	MN	\$7,755.13	\$62,041.05
1.1	Job Site Office	8.00	MN	\$1,500.00	\$12,000.00
1.2	Internet and Power Service	8.00	MN	\$1,200.00	\$9,600.00
1.3	Monthly Incidentals, Cleaning, Supplies, Copy Machine, Etc	8.00	MN	\$420.00	\$3,360.00
1.4	J-John (3 ea)	8.00	MN	\$238.50	\$1,908.00
1.5	Yard Fencing (210'x210')	8.00	MN	\$223.50	\$1,788.00
1.6	ABC Parking/Laydown Area	1.00	EA	\$16,415.75	\$16,415.75
1.6.1	Place and Finsh ABC 3"	4,900.00	SY	\$3.35	\$16,415.75
1.7	40 CY Roll Off	8.00	MN	\$368.00	\$2,944.00
1.8	Monthly Yard Rental	8.00	MN	\$1,000.00	\$8,000.00
1.9	Site Jobsite Cleanup/Housekeeping	8.00	DA	\$753.16	\$6,025.30
2	Supervision	8.00	MN	\$32,007.20	\$256,057.57
2.1	Project Management and Supervision	8.00	MN	\$32,007.20	\$256,057.57
3	Dust Control Permit Fees & Signs	1.00	LS	\$2,702.04	\$2,702.04
3.1	Maricopa County Dust Control Permit & Signs	1.00	LS	\$2,702.04	\$2,702.04
3.1.1	Dust Control Permit	1.00	LS	\$1,644.00	\$1,644.00
3.1.2	Dust Control Sign	2.00	EA	\$529.02	\$1,058.04
4	Track Out Installation	1.00	LS	\$6,715.10	\$6,715.10
4.1	Track-Out Pad Installation	2.00	EA	\$2,457.55	\$4,915.10
4.2	Purchase Track-Out Refreash During Construction	1.00	LS	\$1,800.00	\$1,800.00
5	Street Sweeper, Maintenance	8.00	MN	\$1,764.00	\$14,112.00
5.1	Sweeping 4HR/Day	36.00	DA	\$392.00	\$14,112.00
6	Construction Water	1.00	LS	\$38,632.61	\$38,632.61
6.1	Purchase Construction Water	1.00	LS	\$8,064.00	\$8,064.00
6.2	Set/Remove Water Tower	1.00	EA	\$2,408.61	\$2,408.61
6.3	Water Towers 1EA	8.00	MN	\$3,520.00	\$28,160.00
7	Temporary Fence	750.00	LF	\$17.48	\$13,112.85
7.1	Fence Rental	750.00	LF	\$12.00	\$9,000.00

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
7.2	Install Temporary Fence	750.00	LF	\$2.74	\$2,056.42
7.3	Remove Temporary Fence	750.00	LF	\$2.74	\$2,056.42
8	Project Pre-Warning Variable Message Boards (8 Each)	14.00	DA	\$445.71	\$6,239.94
8.1	TCP #1 - PreWarning Set Up VMB 8 Each	14.00	DA	\$445.71	\$6,239.94
9	Traffic Control	1.00	LS	\$57,000.00	\$57,000.00
9.1	TCP #2 South Bound Shoulder Closure (DCS Scope)	45.00	DA	\$195.00	\$8,775.00
9.2	TCP #3 Palm Lane Closure (Water Vertical Adjustment & Irrigation Crossing)	21.00	DA	\$195.00	\$4,095.00
9.3	TCP #4 SRP South Bound Shoulder Closure (SRP Scope)	36.00	DA	\$195.00	\$7,020.00
9.4	TCP #5 South Bound Right Lane Closure (DCS Scope)	80.00	DA	\$195.00	\$15,600.00
9.5	TCP #6 North Bound Right Lane & Sidewalk Closure (DCS Scope)	10.00	DA	\$195.00	\$1,950.00
9.6	TCP #7 Variabale Lane Closure (Top Mat Paving, Striping, Adj)	5.00	DA	\$965.00	\$4,825.00
9.7	TCP #8 Shoe Fly Variable Lane Closure (Water Services)	8.00	DA	\$745.00	\$5,960.00
9.8	TCP #9 Median/Center Line Construction	45.00	DA	\$195.00	\$8,775.00
10	Traffic Control Temporary Turn Lane (Avondale SB to McDowell EB)	1.00	LS	\$33,281.15	\$33,281.15
10.1	Temporary Lane/Left Turn Lane SB Avondale to EB McDowell	1.00	LS	\$33,281.15	\$33,281.15
10.1.1	Removals	1.00	LS	\$4,074.35	\$4,074.35
10.1.1.1	Asphalt Removals	630.00	SF	\$3.15	\$1,981.47
10.1.1.1.1	Sawcut Asphalt 5"	316.00	LF	\$1.53	\$483.31
10.1.1.1.1	5" Asphalt Removal	70.00	SY	\$21.40	\$1,498.16
10.1.1.1.1	Remove/Load Conventional DCS In House	10.00	CY	\$108.02	\$1,080.17
10.1.1.1.1	Load Asphalt	10.00	CY	\$4.92	\$49.24
10.1.1.1.1	Haul & Dispose of Ashalt	10.00	CY	\$36.88	\$368.75
10.1.1.2	Remove Median Curb	315.00	LF	\$6.64	\$2,092.88
10.1.1.2.1	Curb Cuts	2.00	EA	\$42.63	\$85.26
10.1.1.2.2	Remove Concrete Curb	315.00	LF	\$4.44	\$1,399.33
10.1.1.2.2	Load Debris	10.00	CY	\$9.38	\$93.78
10.1.1.2.2	Haul/Dispose of Debris	1.50	LD	\$343.00	\$514.50
10.1.2	Temporary Pavement	1,248.00	SF	\$5.27	\$6,579.80
10.1.2.1	Subgrade Preparation Temporary Lane/Turn Lane	139.00	SY	\$6.59	\$915.59
10.1.2.2	Paving Mobilization	1.00	EA	\$1,800.00	\$1,800.00
10.1.2.3	Place AC 3" 19.0 mm Asphalt Temporary Lane/Turn Lane	25.00	TN	\$154.57	\$3,864.21
10.1.3	Remove Temorary Asphalt	1,248.00	SF	\$1.83	\$2,279.57
10.1.3.1	Sawcut Asphalt 3"	315.00	LF	\$1.53	\$481.78
10.1.3.2	3" Asphalt Removal	140.00	SY	\$12.84	\$1,797.79
10.1.3.2.1	Remove/Load Conventional DCS In House	12.00	CY	\$108.02	\$1,296.21
10.1.3.2.2	Load Asphalt	12.00	CY	\$4.92	\$59.09
10.1.3.2.2	Haul & Dispose of Ashalt	12.00	CY	\$36.88	\$442.50
10.1.4	Restore Median Curb	315.00	LF	\$21.26	\$6,697.01

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
10.1.4.1	Grade for Single Curb	315.00	LF	\$1.99	\$626.25
10.1.4.2	MAG 222 A Single Curb (Hand)	315.00	LF	\$18.93	\$5,963.05
10.1.4.3	MAG 222 Single Curb Remove & Replace (Unbillable)	3.15	LF	\$34.20	\$107.72
10.1.4.3.	Single Curb, MAG 222 A Remove (Unbillable)	3.15	LF	\$9.14	\$28.79
10.1.4.3.	Single Curb, MAG 222 A (Unbillable)	3.15	LF	\$25.06	\$78.93
10.1.5	Median Nose	1.00	EA	\$511.36	\$511.36
10.1.5.1	F-P-S Median Nose Transition COA A1220	14.00	SF	\$27.72	\$388.05
10.1.5.2	COA A1220 Median Nose Transition (Unbillable R&R)	1.40	SF	\$34.51	\$48.31
10.1.5.3	Paint Bull Nose	1.00	EA	\$75.00	\$75.00
10.1.6	Patch Asphalt 2' Next Median Curb Per Section 1	70.00	SY	\$187.70	\$13,139.06
10.1.6.1	Subgrade Preparation @ 2' Patching @ C&G 5" on 12"	70.00	SY	\$24.53	\$1,717.31
10.1.6.2	Place ABC 12"	44.95	TN	\$64.84	\$2,914.49
10.1.6.3	Finish ABC 12"	70.00	SY	\$23.11	\$1,617.83
10.1.6.4	Place AC 3" 19mm Bottom Mat (Slow)	11.80	TN	\$265.97	\$3,138.45
10.1.6.5	Tack Coat (SS-1h)(1:1)	70.00	SY	\$6.38	\$446.29
10.1.6.6	Place AC 2" 12.5mm Top Mat (Slow)	8.00	TN	\$357.30	\$2,858.41
10.1.6.7	Fog Coat (SS-1h)(1:1)	70.00	SY	\$6.38	\$446.29
11	Shadow Truck	40.00	HR	\$65.00	\$2,600.00
11.1	Shadow/Attenuator Truck	40.00	HR	\$65.00	\$2,600.00
12	Officer and Car	40.00	HR	\$49.50	\$1,980.00
12.1	City of Avondale Off-Duty Police Officer with Car	40.00	HR	\$49.50	\$1,980.00
13	AZPDES (SWPP) Plan, Notification, BMP Installation & Maintenance	1.00	LS	\$15,319.91	\$15,319.91
13.1	NOI Submission/Reveiw Fee	1.00	LS	\$350.00	\$350.00
13.2	SWPPP Plan	1.00	LS	\$1,300.00	\$1,300.00
13.3	Maricopa County Review Fees See Sheet 9	1.00	LS	\$1,450.00	\$1,450.00
13.4	Install BMP	2,900.00	LF	\$1.85	\$5,369.67
13.5	Maintain BMP	685.00	LF	\$5.30	\$3,627.72
13.6	Concrete Wash Out (450 CY/10CY/Load= 45 Loads x .75 CY/Ld = 34 CYDS of Waste)	1.00	LS	\$3,222.52	\$3,222.52
13.6.1	Excavate/Line Wash Out Area	2.00	EA	\$892.34	\$1,784.68
13.6.2	Load Concrete Waste	24.00	CY	\$10.74	\$257.84
13.6.3	Haul Off Concrete Debris	4.00	LD	\$295.00	\$1,180.00
14	Construction Surveying	1.00	LS	\$40,300.00	\$40,300.00
14.1	Construction Surveying	1.00	LS	\$35,300.00	\$35,300.00
14.2	Restaking as Needed	1.00	LS	\$5,000.00	\$5,000.00
15	As Builts/Record Drawings	1.00	LS	\$4,500.00	\$4,500.00
15.1	Record Drawings (As-Builts)	1.00	LS	\$4,500.00	\$4,500.00
16	DCS Mobilization / De-Mobilization	1.00	LS	\$24,950.00	\$24,950.00
16.1	DCS Mobilization	1.00	LS	\$24,950.00	\$24,950.00

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
16.1.1	Removals/Demolition Mobilization	2.00	EA	\$3,400.00	\$6,800.00
16.1.2	Grading Mobilization	1.00	EA	\$3,900.00	\$3,900.00
16.1.3	Pipe Mobilization	2.00	EA	\$2,100.00	\$4,200.00
16.1.4	Concrete Mobilization	2.00	EA	\$1,300.00	\$2,600.00
16.1.5	Paving Mobilization (Fine Grading/ABC)	1.00	EA	\$2,950.00	\$2,950.00
16.1.6	Re-Mobilization After SRP Complete Pole Relocation	1.00	EA	\$4,500.00	\$4,500.00
17	Subcontractor Mobilization / De-Mobilization	1.00	EA	\$16,200.00	\$16,200.00
17.1	Paving Mobe	4.00	EA	\$1,800.00	\$7,200.00
17.2	Electrical Mobe	1.00	LS	\$3,000.00	\$3,000.00
17.3	Striping Mobe	1.00	LS	\$3,000.00	\$3,000.00
17.4	Sign Mobe	1.00	LS	\$0.00	\$0.00
17.5	Asphalt Milling Mobilization	1.00	EA	\$1,700.00	\$1,700.00
17.6	Fence Mobilization	1.00	LS	\$500.00	\$500.00
17.7	Masonry Mobilization	1.00	LS	\$800.00	\$800.00
17.8	Slurry Seal Mobilization	1.00	EA	\$0.00	\$0.00
18	Grading (Roadway & Drainage)	1.00	EA	\$58,498.08	\$58,498.08
18.1	Excavate For Section @ Patches	50.00	CY	\$71.88	\$3,593.86
18.1.1	Excavate For Pavement Section West Edge McDowell ADA Ramp	21.50	CY	\$61.36	\$1,319.21
18.1.1.1	Excavate @ 2ft-6ft Patch Adjacent to Curb & Gutter	21.50	CY	\$37.53	\$806.89
18.1.1.2	Load Spoils	21.50	CY	\$1.50	\$32.31
18.1.1.3	Haul Off (22 CY x 20%/13 CY/Load = 2 Loads)	21.50	CY	\$22.33	\$480.00
18.1.2	Excavate For Pavement Section ADA Ramps 3 EA East	20.50	CY	\$80.06	\$1,641.15
18.1.2.1	Excavate @ 2ft-6ft Patch Adjacent to Curb & Gutter	20.50	CY	\$55.07	\$1,128.84
18.1.2.2	Load Spoils	20.50	CY	\$1.58	\$32.31
18.1.2.3	Haul Off Spoils	20.50	CY	\$23.41	\$480.00
18.1.3	Excavate For Pavement Section @ Water Service Patches	8.00	CY	\$79.19	\$633.51
18.1.3.1	Excavate @ 4ft-6ft Utility Patch (2 Locations)	8.00	CY	\$47.03	\$376.28
18.1.3.2	Load Spoils	8.00	CY	\$2.15	\$17.23
18.1.3.3	Haul Off Spoils	8.00	CY	\$30.00	\$240.00
18.2	Roadway/Basin Excavation (EOP to PUE)	3,828.00	CY	\$7.72	\$29,571.09
18.2.1	Prewet Roadway Excavation (3,828 CY x 20 Gal/CY/4000Gal/Load = 20 Loads	3,828.00	CY	\$0.81	\$3,089.35
18.2.2	Excavation to Embankment BCY	126.00	CY	\$8.35	\$1,052.56
18.2.3	Excavate to Stock Pile	3,702.00	CY	\$5.69	\$21,051.19
18.2.4	Soft Dig Utilities Within Excavation Limits	1.00	LS	\$4,377.99	\$4,377.99
18.3	Fine Grade Patch Areas	90.00	SY	\$38.48	\$3,463.35
18.3.1	Fine Grade Patch Areas	90.00	SY	\$38.48	\$3,463.35
18.4	Fine Grade Roadway (EOP to PUE)	7,808.00	SY	\$1.43	\$11,190.99
18.5	Parkway Grade West Detached Sidewalk	2,333.00	LF	\$1.09	\$2,539.50

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
18.6	Parkway Grade Median	549.00	LF	\$4.66	\$2,557.35
18.7	Parkway Grade East Sidewalk/ADA Ramps	522.00	LF	\$2.43	\$1,268.49
18.8	Fine Grade Retention Basin Areas	1,704.00	SY	\$1.45	\$2,473.88
18.9	Finish Grade Retention Basin Areas After Drywell, Spillway, Rip Rap & Prior To Landscaping	1,704.00	SY	\$1.08	\$1,839.55
19	Export Spoils	3,569.00	CY	\$13.63	\$48,659.01
19.1	Export Basin & Roadway Spoils	3,569.00	CY	\$13.63	\$48,659.01
19.1.1	Load/Water/Sweep Spoils	3,569.00	CY	\$2.63	\$9,389.01
19.1.2	Haul Off Roadway Spoils	330.00	LD	\$119.00	\$39,270.00
20	Scarify and Recompact Limits Within Existing Earthen Ditch	1,467.00	SY	\$2.72	\$3,992.89
20.1	Rip & Recompact 8"	1,467.00	SY	\$2.72	\$3,992.89
21	Clearing & Grubbing	1.00	LS	\$14,796.02	\$14,796.02
21.1	Clearing & Grubbing	3.75	AC	\$3,063.73	\$11,488.97
21.1.1	Clear & Grub	3.75	AC	\$2,513.33	\$9,424.97
21.1.1.1	Remove Small Palo Verde Trees	2.00	EA	\$631.86	\$1,263.72
21.1.1.2	Remove Large Hedge/Bush	1.00	EA	\$415.20	\$415.20
21.1.1.3	Remove Oleader Hedge (10' x 10')	1.00	EA	\$622.80	\$622.80
21.1.1.4	Remove Weed/Grass/Brush	0.35	AC	\$19,004.41	\$6,651.54
21.1.1.5	Load Vegetation	3.00	LD	\$157.23	\$471.70
21.1.2	Haul & Dispose of Vegetation	3.00	LD	\$688.00	\$2,064.00
21.2	Remove Rip Rap (Existing Pond NWC of Avondale Blvd & McDowell Rd)	353.00	SF	\$3.13	\$1,105.25
21.2.1	Remove Rip Rap	13.15	CY	\$40.48	\$532.30
21.2.2	Load Rip Rap	13.15	CY	\$5.17	\$67.98
21.2.3	Hau Off Rip Rap	13.15	CY	\$38.40	\$504.96
21.3	Remove Cattle Guard @ Existing Columns (NPI)(See Pictures)	1.00	EA	\$462.52	\$462.52
21.3.1	Remove Cattle Guard @ Existing Columns	1.00	EA	\$168.66	\$168.66
21.3.2	Load Cattle Guard	1.00	EA	\$53.85	\$53.85
21.3.3	Hau Off Cattle Guard	1.00	EA	\$240.00	\$240.00
21.4	Remove Existing Median Nose (NPI)(Sheet 13)	76.00	SF	\$4.24	\$322.33
21.4.1	Remove Concrete Median Nose	76.00	SF	\$2.20	\$167.03
21.4.2	Load Concrete Debris	1.50	CY	\$14.36	\$21.54
21.4.3	Dump Fees	0.25	LD	\$535.00	\$133.75
21.5	Remove Trees/Plans From Median (Not Shown on Roadway Plans, Shown on Landscape Plans)	1.00	LS	\$1,416.96	\$1,416.96
21.5.1	Remove Median Landscape Removals	1.00	LS	\$674.65	\$674.65
21.5.2	Load Median Landscape Removals	1.00	LD	\$32.31	\$32.31
21.5.3	Hau Off Median Landscape Removals	1.00	LD	\$710.00	\$710.00
22	Dumped Riprap (D50=6") Per Mag Spec Section 220 And 703, Thickness 12", With Geo	47.00	SY	\$71.74	\$3,371.85
22.1	Excavate For Rip Rap	15.80	CY	\$18.63	\$294.26
22.2	Haul Off Spoils	15.80	CY	\$25.72	\$406.23

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
22.3	Grade For Rip Rap	47.00	SY	\$12.44	\$584.49
22.4	Install Fabric	47.00	SY	\$8.86	\$416.60
22.5	Rip Rap, D50=6", T=12 IN	15.80	CY	\$105.75	\$1,670.28
23	Asphalt Concrete Pvmnt Per Pvmnt Structural Section No.1 (Includes Aggregate Base Cou	5,654.00	SY	\$45.64	\$258,073.91
23.1	Avondale 3 EA East Edge ADA Ramps Asphalt Patch Back	46.00	SY	\$220.84	\$10,158.82
23.1.1	Subgrade Preparation @ 2' Patching @ C&G (3 Each)5" on 12"	46.00	SY	\$25.33	\$1,165.32
23.1.1.2	Place ABC 12"	30.00	TN	\$65.64	\$1,969.27
23.1.1.3	Finish ABC 12"	46.00	SY	\$23.87	\$1,097.81
23.1.1.4	Place AC 3" 19mm Bottom Mat (Slow)	7.75	TN	\$365.45	\$2,831.26
23.1.1.5	Tack Coat (SS-1h)(1:1)	46.00	SY	\$4.87	\$223.97
23.1.1.6	Place AC 2" 12.5mm Top Mat (Slow)	5.25	TN	\$504.23	\$2,647.21
23.1.1.7	Fog Coat (SS-1h)(1:1)	46.00	SY	\$4.87	\$223.97
23.2	Asphalt Paver Patch @ ADA Ramp on NWC of Avondale & McDowell	46.00	SY	\$175.12	\$8,055.44
23.2.1	2' Patching @ Curb & Gutter (Phase 1 West)(1 Each)	46.00	SY	\$175.12	\$8,055.44
23.2.1.1	Subgrade Preparation @ Paver Patch @ C&G 5" on 12"	46.00	SY	\$15.20	\$699.19
23.2.1.1.2	Place ABC 12"	30.00	TN	\$49.37	\$1,481.15
23.2.1.1.3	Finish ABC 12"	46.00	SY	\$14.32	\$658.69
23.2.1.1.4	Place AC 3" 19mm (Slow)	8.00	TN	\$286.18	\$2,289.41
23.2.1.1.5	Tack Coat (SS-1h)(1:1)	46.00	SY	\$8.13	\$373.97
23.2.1.1.6	Place AC 2" 12.5mm (Slow)	6.00	TN	\$357.30	\$2,143.81
23.2.1.1.7	Fog Coat (SS-1h)(1:1)	46.00	SY	\$8.90	\$409.22
23.3	Avondale 6FT Utility Paver Patching (Avondale Blvd Water Service)	24.00	SY	\$274.30	\$6,583.16
23.3.1	Subgrade Preparation @ Utility Patch 5" on 12"	24.00	SY	\$36.59	\$878.25
23.3.2	Place ABC 12"	15.50	TN	\$79.81	\$1,237.11
23.3.3	Finish ABC 12"	24.00	SY	\$45.74	\$1,097.81
23.3.4	Place AC 3" 19mm (Slow)	4.00	TN	\$356.30	\$1,425.21
23.3.5	Tack Coat (SS-1h)(1:1)	24.00	SY	\$9.26	\$222.31
23.3.6	Place AC 2" 12.5mm (Slow)	3.00	TN	\$450.80	\$1,352.41
23.3.7	Fog Coat (SS-1h)(1:1)	24.00	SY	\$15.42	\$370.07
23.4	Palm Lane Turn Out/Stub Street Paving	184.00	SY	\$73.80	\$13,578.52
23.4.1	Subgrade Preparation Palm Lane (West) 5" on 12"	184.00	SY	\$4.98	\$915.59
23.4.2	Place ABC 12"	118.00	TN	\$28.06	\$3,311.02
23.4.3	Finish ABC 12"	184.00	SY	\$5.00	\$920.31
23.4.4	Place AC 3" 19.0 mm Asphalt Bottom Mat Paving	31.00	TN	\$139.32	\$4,319.01
23.4.5	Tack Coat (SS-1h)(1:1)	184.00	SY	\$2.06	\$379.89
23.4.6	Place AC 2" 12.5mm Asphalt Top Mat	21.00	TN	\$166.59	\$3,498.31
23.4.7	Fog Coat (SS-1h)(1:1)	184.00	SY	\$1.27	\$234.38
23.5	Avondale 6.5 FT Paving @ East Side of Median	101.00	SY	\$84.76	\$8,560.56

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
23.5.1	Subgrade Preparation Paver Patch East Side of Median 5" on 12"	101.00	SY	\$5.85	\$590.89
23.5.2	Place ABC 12"	65.00	TN	\$32.12	\$2,087.76
23.5.3	Finish ABC 12"	101.00	SY	\$6.07	\$613.54
23.5.4	Place AC 3" 19.0 mm Asphalt Bottom Mat Paving	17.00	TN	\$153.02	\$2,601.41
23.5.5	Tack Coat (SS-1h)(1:1)	101.00	SY	\$2.96	\$298.63
23.5.6	Place AC 2" 12.5mm Asphalt Top Mat	11.50	TN	\$186.10	\$2,140.21
23.5.7	Fog Coat (SS-1h)(1:1)	101.00	SY	\$2.26	\$228.12
23.6	Avondale Main Line Paving	5,253.00	SY	\$40.19	\$211,137.41
23.6.1	Subgrade Preparation Main Line 5" on 12"	5,253.00	SY	\$1.44	\$7,549.77
23.6.2	Place ABC 12"	3,377.00	TN	\$19.91	\$67,221.96
23.6.3	Finish ABC 12"	5,253.00	SY	\$1.44	\$7,562.90
23.6.4	Place AC 3" 19.0 mm Asphalt Bottom Mat Paving	876.00	TN	\$85.18	\$74,615.21
23.6.5	Tack Coat (SS-1h)(1:1)	5,253.00	SY	\$0.36	\$1,907.00
23.6.6	Place AC 2" 12.5mm Asphalt Top Mat	587.00	TN	\$85.78	\$50,352.05
23.6.7	Fog Coat (SS-1h)(1:1)	5,253.00	SY	\$0.37	\$1,928.52
24	Sawcut & Match Existing	1,703.00	LF	\$2.43	\$4,144.79
24.1	Saw Cut Asphalt At ADA Ramps	269.00	LF	\$2.67	\$717.70
24.1.1	Sawcut Asphalt 5" Thick ADA Ramps	269.00	LF	\$2.67	\$717.70
24.2	Saw Cut Asphalt At Water Services	80.00	LF	\$8.16	\$652.78
24.2.1	Saw Cut Asphalt At Water Services	80.00	LF	\$8.16	\$652.78
24.3	Saw Cut Asphalt East Side Of Proposed Medain	318.00	LF	\$2.57	\$815.97
24.3.1	Saw Cut Asphalt East Side Of Proposed Medain	318.00	LF	\$2.57	\$815.97
24.4	Saw Cut At Water Veritical Re-Alignment Palm Lane	148.00	LF	\$4.41	\$652.78
24.4.1	Saw Cut Asphalt At Water Veritical Re-Alignment Palm Lane	148.00	LF	\$4.41	\$652.78
24.5	Saw Cut Aspalt For West Widening	888.00	LF	\$1.47	\$1,305.56
24.5.1	Sawcut Asphalt 5" Thick West Widening	888.00	LF	\$1.47	\$1,305.56
25	Median Concrete Pavers Per Coa Std Det A1221 (Pavestone Decorastone Pavers, Color:	250.00	SF	\$31.68	\$7,919.88
25.1	Remove Pavers	250.00	SF	\$4.43	\$1,106.35
25.1.1	Remove Pavers	250.00	SF	\$3.66	\$914.67
25.1.2	Load Debris	2.35	CY	\$23.41	\$55.02
25.1.3	Haul Off Paver Debris	2.35	CY	\$58.15	\$136.66
25.2	Prep For Paver Installation	250.00	SF	\$1.77	\$442.02
25.2.1	Grade For Pavers	250.00	SF	\$1.77	\$442.02
25.3	4" Concrete Slab	250.00	SF	\$4.53	\$1,132.18
25.3.1	FPS - 4" Concrete Base Slab (Hand)	250.00	SF	\$4.45	\$1,113.61
25.3.2	4"Concrete Base Slab (Unbillable R&R)	2.50	SF	\$7.43	\$18.57
25.4	Install New Concrete Pavers - Subcontractor	250.00	SF	\$31.95	\$7,987.50
25.5	DCS Paver Installation	250.00	SF	\$20.96	\$5,239.33

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
25.5.1	1" Sand Leveling Base	250.00	SF	\$2.21	\$552.93
25.5.2	Buy Pavers	250.00	SF	\$10.09	\$2,521.75
25.5.3	Place Concrete Pavers	667.00	EA	\$3.25	\$2,164.65
26	Curb & Gutter Per Mag Std Det 220-1 Type A	831.00	LF	\$28.43	\$23,627.95
26.1	West Widening New Curb & Gutter	593.00	LF	\$24.21	\$14,354.95
26.1.1	Grade for Curb/Curb & Gutter	593.00	LF	\$2.29	\$1,355.10
26.1.2	MAG 220-1 A 6" Vertical Curb & Gutter (Hand)	593.00	LF	\$21.68	\$12,856.64
26.1.3	MAG 220-1 A 6" Vertical Curb & Gutter Remove & Replace (Unbillable)	5.93	LF	\$24.15	\$143.21
26.1.3.1	Vertical Curb and Gutter. MAG 220 Type A Remove (Unbillable)	5.93	LF	\$3.75	\$22.24
26.1.3.2	Vertical Curb and Gutter. MAG 220 Type A (Unbillable)	5.93	LF	\$20.40	\$120.97
26.2	Replace Curb & Gutter @ ADA Ramps	238.00	LF	\$38.96	\$9,273.00
26.2.1	Grade for Curb/Curb & Gutter	238.00	LF	\$2.29	\$543.87
26.2.2	MAG 220-1 A 6" Vertical Curb & Gutter (Hand)	238.00	LF	\$36.29	\$8,636.15
26.2.3	MAG 220-1 A 6" Vertical Curb & Gutter Remove & Replace (Unbillable)	2.38	LF	\$39.07	\$92.98
26.2.3.1	Vertical Curb and Gutter. MAG 220 Type A Remove (Unbillable)	2.38	LF	\$3.75	\$8.93
26.2.3.2	Vertical Curb and Gutter. MAG 220 Type A (Unbillable)	2.38	LF	\$35.32	\$84.05
27	Single Curb Per Mag Std Det 222 Type A	555.00	LF	\$20.39	\$11,316.42
27.1	Median Curb	511.00	LF	\$18.31	\$9,358.82
27.1.1	Grade for Single Curb	511.00	LF	\$2.29	\$1,167.72
27.1.2	Set String Line for Machine Curb	290.00	LF	\$1.15	\$334.27
27.1.3	Pre-Trim For Curb	290.00	LF	\$1.78	\$515.80
27.1.4	MAG 222 A Single Curb (Machine)	290.00	LF	\$10.27	\$2,978.90
27.1.5	MAG 222 A Single Curb (Hand)	221.00	LF	\$18.95	\$4,187.39
27.1.6	MAG 222 Single Curb Remove & Replace (Unbillable)	5.11	LF	\$34.20	\$174.75
27.1.6.1	Single Curb, MAG 222 A Remove (Unbillable)	5.11	LF	\$9.14	\$46.71
27.1.6.2	Single Curb, MAG 222 A (Unbillable)	5.11	LF	\$25.06	\$128.04
27.2	ADA Ramp Curb	44.00	LF	\$44.49	\$1,957.61
27.2.1	Grade for Single Curb	44.00	LF	\$2.29	\$100.55
27.2.2	MAG 222 A Single Curb (Hand) (At ADA Ramps)	44.00	LF	\$41.86	\$1,842.01
27.2.3	MAG 222 Single Curb Remove & Replace (Unbillable)	0.44	LF	\$34.20	\$15.05
27.2.3.1	Single Curb, MAG 222 A Remove (Unbillable)	0.44	LF	\$9.14	\$4.02
27.2.3.2	Single Curb, MAG 222 A (Unbillable)	0.44	LF	\$25.06	\$11.03
28	Curb & Gutter Per Mag Std Det 220-2 Type E, Curb Transitions Per Mag Std Det 220-2, (	28.00	LF	\$52.56	\$1,471.72
28.1	Grade for Curb/Curb & Gutter	28.00	LF	\$5.33	\$149.11
28.2	MAG 220-2 E 6" Vertical Curb & Gutter (Hand)	28.00	LF	\$46.74	\$1,308.68
28.3	MAG 220-2 E 6" Vertical Curb & Gutter Remove & Replace (Unbillable)	0.28	LF	\$50.11	\$13.93
28.3.1	Vertical Curb and Gutter. MAG 220 Type A Remove (Unbillable)	0.28	LF	\$36.10	\$10.03
28.3.2	Vertical Curb and Gutter. MAG 220 Type A (Unbillable)	0.28	LF	\$14.01	\$3.89

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
29	Thickened Edge Of Pavement Per Mag Std Det 201, Type A	698.00	LF	\$5.30	\$3,697.27
29.1	Cut Thickened Edge	698.00	LF	\$1.00	\$698.98
29.2	Purchase Base Mix 19mm Asphalt	34.00	TN	\$75.80	\$2,577.20
29.3	Place Thickened Edge Asphalt 19 mm w/ Base Course	34.00	TN	\$12.38	\$421.09
30	Sidewalk (Width Per Plan) Per Mag Std Det 230	4,068.00	SF	\$4.87	\$19,795.89
30.1	West Edge Sidewalk	2,859.00	SF	\$4.52	\$12,929.53
30.1.1	Grade for Sidewalk	477.00	LF	\$2.29	\$1,090.02
30.1.2	FPS - MAG 230 6' Sidewalk (Hand)	2,859.00	SF	\$4.07	\$11,627.15
30.1.3	MAG 230 Sidewalk (Unbillable R&R)	28.59	SF	\$7.43	\$212.35
30.2	Sidewalk Replacement @ ADA Ramps	1,209.00	SF	\$5.68	\$6,866.36
30.2.1	Grade for Sidewalk	240.00	LF	\$2.29	\$548.44
30.2.2	FPS - MAG 230 6' Sidewalk (Hand)	1,209.00	SF	\$5.15	\$6,227.21
30.2.3	MAG 230 Sidewalk (Unbillable R&R)	12.09	SF	\$7.50	\$90.71
31	Sidewalk Ramp Per Coa Std Det A1235-2	10.00	EA	\$2,058.51	\$20,585.15
31.1	Grade for Ramp COA A1235-2, Single	614.00	SF	\$2.11	\$1,296.90
31.2	F-P-S COA A1235-2 Directional Sidewalk Ramp, Single	614.00	SF	\$31.07	\$19,076.38
31.3	COA A 1235-2 Sidewalk Ramp (Unbillable R&R)	6.14	SF	\$34.51	\$211.87
32	Sidewalk Ramp Per Mag Std Det 236-1	1.00	EA	\$3,589.37	\$3,589.37
32.1	Grade for Ramp MAG 236-1, Single	333.00	SF	\$0.78	\$259.38
32.2	F-P-S MAG 236-1 Directional Sidewalk Ramp, Single	333.00	SF	\$9.85	\$3,280.32
32.3	MAG 236 Sidewalk Ramp (Unbillable R&R)	3.33	SF	\$14.92	\$49.67
33	Driveway Entrance Per Coa Std Det A1250-1	1,958.00	SF	\$10.12	\$19,812.27
33.1	Grade for Driveway	1,958.00	SF	\$0.61	\$1,192.85
33.2	F-P-S COA A1250 Residential Driveway 9" deep	1,958.00	SF	\$9.38	\$18,358.66
33.3	COA A1250 Driveway (Unbillable R&R)	19.58	SF	\$13.32	\$260.75
34	Median Nose Per Coa Std Det A1220	1.00	EA	\$672.64	\$672.64
34.1	F-P-S Median Nose Transition COA A1220	50.00	SF	\$10.46	\$523.05
34.2	COA A1220 Median Nose Transition (Unbillable R&R)	5.00	SF	\$14.92	\$74.59
34.3	Paint Bull Nose	1.00	EA	\$75.00	\$75.00
35	8"X8" Concrete Header (Per Detail Vi, Sheet Ld-2)	7.00	LF	\$54.71	\$382.96
35.1	DCS Header Placement	7.00	LF	\$54.71	\$382.96
35.1.1	Grade for Header Curb	7.00	LF	\$9.72	\$68.06
35.1.2	F-P-S 8" X 8" Concrete Header (Per Detail VI, Sheet LD-2)	7.00	LF	\$44.33	\$310.30
35.1.3	8" X 8" Concrete Header (Per Detail VI, Sheet LD-2)	0.07	LF	\$65.76	\$4.60
35.1.3.1	8" X 8" Concrete Header (Per Detail VI, Sheet LD-2) (Unbillable)	0.07	LF	\$40.71	\$2.85
35.1.3.2	8" X 8" Concrete Header (Per Detail VI, Sheet LD-2) (Unbillable)	0.07	LF	\$25.06	\$1.75
36	Adjust Cox Communication Manhole To Finish Grade Per Cox Communications Require	1.00	EA	\$1,090.00	\$1,090.00
36.1	Pre-Lower Cox Manhole Frame & Cover	1.00	EA	\$545.00	\$545.00

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
36.2	Adjust Cox Manhole Frame and Cover, MAG Detail 422	1.00	EA	\$545.00	\$545.00
36.3	Pre-Lower Cost for Existing Manhole	1.00	EA	\$0.00	\$0.00
37	Remove Concrete Slab (Sidewalk, Driveway, And Ramp)	2,125.00	SF	\$2.70	\$5,739.24
37.1	Saw Cut Concrete	40.00	LF	\$12.88	\$515.30
37.2	Remove Concrete Sidewalk & ADA Ramps West	247.00	SF	\$3.19	\$787.52
37.2.1	Remove Concrete Sidewalk	247.00	SF	\$2.36	\$583.30
37.2.2	Load Concrete Debris	3.83	CY	\$8.98	\$34.37
37.2.3	Dump Fees	0.58	LD	\$295.00	\$169.85
37.3	Remove Concrete Sidewalk & ADA Ramps @ East ADA Ramp Replacements (3 Sites)	1,730.00	SF	\$2.35	\$4,068.03
37.3.1	Remove Concrete Sidewalk	1,730.00	SF	\$1.54	\$2,672.55
37.3.2	Load Concrete Debris	27.85	CY	\$7.74	\$215.48
37.3.3	Dump Fees	4.00	LD	\$295.00	\$1,180.00
37.4	Remove Driveway Slabs	148.00	SF	\$2.49	\$368.39
37.4.1	Remove Concrete Driveway Slabs	148.00	SF	\$1.13	\$167.03
37.4.2	Load Concrete Debris	4.00	CY	\$13.46	\$53.85
37.4.3	Haul & Dispose of Concrete Debris	0.50	LD	\$295.00	\$147.50
38	Remove Headwall	6.00	EA	\$1,225.10	\$7,350.62
38.1	Remove Existing Headwall	6.00	EA	\$1,075.82	\$6,454.92
38.2	Load Headwall Concrete Debris	18.00	CY	\$10.77	\$193.87
38.3	Haul-Off	2.57	LD	\$272.93	\$701.83
39	Remove Ac Pavement (Includes Subgrade)	3,969.00	SY	\$5.41	\$21,455.68
39.1	Remove Asphalt @ NWC McDowell & Avondale Blvd ADA Ramp	65.00	SY	\$20.97	\$1,363.33
39.1.1	5" Asphalt Removal NWC McDowell Rd	65.00	SY	\$20.97	\$1,363.33
39.1.1.1	Remove/Load Conventional DCS In House	9.10	CY	\$108.02	\$982.96
39.1.1.2	Load Asphalt	9.10	CY	\$4.92	\$44.81
39.1.1.3	Haul & Dispose of Ashalt	9.10	CY	\$36.88	\$335.56
39.2	Remove Asphalt @ East Edge ADA Ramps	62.00	SY	\$21.07	\$1,306.21
39.2.1	5" Asphalt Removal East	62.00	SY	\$21.07	\$1,306.21
39.2.1.1	Remove/Load Conventional DCS In House	8.72	CY	\$108.02	\$941.78
39.2.1.2	Load Asphalt	8.72	CY	\$4.92	\$42.93
39.2.1.3	Haul & Dispose of Ashalt	8.72	CY	\$36.88	\$321.50
39.3	Remove Asphalt West Widening Handwork (Misc @ Driveways & Median)	92.00	SY	\$21.04	\$1,935.59
39.3.1	5" Asphalt Removal (Misc @ Drives & Median)	92.00	SY	\$21.04	\$1,935.59
39.3.1.1	Remove/Load Conventional DCS In House	13.00	CY	\$99.71	\$1,296.21
39.3.1.2	Load Asphalt	13.00	CY	\$5.39	\$70.01
39.3.1.3	Haul & Dispose of Ashalt	13.00	CY	\$43.80	\$569.38
39.4	Remove Asphalt @ Water Services	23.00	SY	\$27.22	\$625.95
39.4.1	5" Asphalt Removal @ Utility Patches	23.00	SY	\$27.22	\$625.95

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
39.4.1.1	Remove/Load Conventional DCS In House	3.25	CY	\$132.94	\$432.07
39.4.1.2	Load Asphalt	3.25	CY	\$6.63	\$21.54
39.4.1.3	Haul & Dispose of Ashalt	3.25	CY	\$53.03	\$172.34
39.5	Avondale Blvd Asphalt Milling @ West Widening	3,326.00	SY	\$4.24	\$14,109.39
39.5.1	Asphalt Milling West Full Depth 5")	3,326.00	SY	\$3.85	\$12,805.10
39.5.2	DCS Support	3,326.00	SY	\$0.39	\$1,304.29
39.6	Palm Lane Asphalt Removal	295.00	SY	\$4.40	\$1,298.79
39.6.1	Asphalt Milling East (Full Depth 5")	295.00	SY	\$3.85	\$1,135.75
39.6.2	DCS Support	295.00	SY	\$0.55	\$163.04
39.7	East Side of Proposed Medain Asphalt Removals	106.00	SY	\$4.88	\$516.79
39.7.1	Asphalt Milling East (Full Depth 5")	106.00	SY	\$3.85	\$408.10
39.7.2	DCS Support	106.00	SY	\$1.03	\$108.69
39.8	Remove Asphalt For Vertical Realignment	13.00	SY	\$23.05	\$299.63
39.8.1	Remove/Load Conventional DCS In House	2.00	CY	\$108.02	\$216.03
39.8.2	Load Asphalt	2.00	CY	\$4.92	\$9.85
39.8.3	Haul & Dispose of Ashalt	2.00	CY	\$36.88	\$73.75
40	Remove Wall (Includes Footing)	257.00	LF	\$53.08	\$13,642.59
40.1	Remove Southside of Palm Lane	30.00	LF	\$75.94	\$2,278.16
40.1.1	Remove Wall	30.00	LF	\$22.54	\$676.27
40.1.1.1	Remove Wall	6.00	CY	\$112.71	\$676.27
40.1.2	Remove Ftg	30.00	LF	\$30.06	\$901.70
40.1.2.1	Remove Ftg	7.00	CY	\$128.81	\$901.70
40.1.3	Load, Haul, Dispose of Wall Debris	30.00	LF	\$23.34	\$700.19
40.1.3.1	Load Debris	13.00	CY	\$8.48	\$110.19
40.1.3.2	Haul/Dispose of Debris	2.00	LD	\$295.00	\$590.00
40.2	Remove Northside of Palm Lane	227.00	LF	\$50.06	\$11,364.43
40.2.1	Remove Wall	227.00	LF	\$9.93	\$2,254.24
40.2.1.1	Remove Wall	45.00	CY	\$50.09	\$2,254.24
40.2.2	Remove Ftg	227.00	LF	\$22.18	\$5,034.51
40.2.2.1	Expose Ftg	454.00	LF	\$2.66	\$1,209.80
40.2.2.2	Remove Ftg	45.00	CY	\$50.09	\$2,254.24
40.2.2.3	Backfill FTG	53.00	CY	\$29.63	\$1,570.47
40.2.3	Load, Haul, Dispose of Wall Debris	227.00	LF	\$17.95	\$4,075.68
40.2.3.1	Load Debris	98.00	CY	\$8.48	\$830.68
40.2.3.2	Haul/Dispose of Debris	11.00	LD	\$295.00	\$3,245.00
41	Remove Block Pillar	2.00	EA	\$983.18	\$1,966.36
41.1	Remove CMU Columns/Pillars	2.00	EA	\$983.18	\$1,966.36
41.1.1	Remove CMU	12.00	LF	\$60.51	\$726.08

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
41.1.1.1	Remove CMU Column	4.00	CY	\$181.52	\$726.08
41.1.2	Remove Ftg	50.00	SF	\$17.80	\$890.19
41.1.2.1	Expose Ftg	40.00	LF	\$5.67	\$226.84
41.1.2.2	Remove Ftg	3.00	CY	\$161.35	\$484.06
41.1.2.3	Backfill FTG	3.00	CY	\$59.76	\$179.29
41.1.3	Load, Haul, Dispose of Wall Debris	2.00	EA	\$175.05	\$350.10
41.1.3.1	Load Debris	7.00	CY	\$7.87	\$55.10
41.1.3.2	Haul/Dispose of Debris	1.00	LD	\$295.00	\$295.00
42	Remove Fence	585.00	LF	\$2.74	\$1,602.90
42.1	Remove Fence	585.00	LF	\$2.74	\$1,602.90
43	Remove Pipe (All Sizes)	179.00	LF	\$100.25	\$17,944.63
43.1	Remove Irrigation Pipe & Ditch Culverts	179.00	LF	\$10.37	\$1,856.83
43.2	Load Pipe Debris	179.00	LF	\$2.42	\$433.25
43.3	Haul off Concrete/Pipe Debris	4.00	LD	\$295.00	\$1,180.00
43.4	Slurry Backfill Palm Lane Pipe Removal (121 LF)	90.00	CY	\$127.21	\$11,449.04
43.5	Asphalt Removal at Palm Lane 24" (33 ft x 3.8 ft)	128.00	SF	\$4.33	\$554.34
43.5.1	Sawcut Asphalt 5" Thick	64.00	LF	\$2.72	\$174.07
43.5.2	Remove/Load Conventional DCS In House	2.13	CY	\$108.02	\$230.44
43.5.3	Load Asphalt	2.13	CY	\$10.77	\$22.98
43.5.4	Haul & Dispose of Ashalt	0.43	LD	\$295.00	\$126.85
43.6	Temporary Patch @ Palm Lane 24"	16.00	SY	\$89.96	\$1,439.37
43.6.1	Place AC 3" 19mm (Slow)	3.20	TN	\$449.80	\$1,439.37
43.7	Soft Dig @ Removal of Existing 24" Irrigation @ Palm Lane	1.00	LS	\$1,031.80	\$1,031.80
43.7.1	Soft Dig Existing Water	1.00	EA	\$515.90	\$515.90
43.7.2	Soft Dig Existing Sewer	1.00	EA	\$515.90	\$515.90
44	Remove 8" Water Line	52.00	LF	\$128.31	\$6,672.32
44.1	Remove Existing 8" Water Line	52.00	LF	\$81.39	\$4,232.51
44.2	Soft Dig Existing Water	4.00	EA	\$515.90	\$2,063.61
44.3	Remove Exisitng Asphalt (NPI)	84.00	SF	\$4.48	\$376.20
44.3.1	Sawcut 5" Thick	59.00	LF	\$2.16	\$127.30
44.3.2	Remove/Load Conventional DCS In House	1.40	CY	\$108.02	\$151.22
44.3.3	Load Asphalt	1.40	CY	\$10.77	\$15.08
44.3.4	Haul & Dispose of Ashalt	0.28	LD	\$295.00	\$82.60
45	Remove Concrete Irrigation Structure	1.00	EA	\$1,797.34	\$1,797.34
45.1	Excavate Structure	1.00	EA	\$431.45	\$431.45
45.2	Remove Existing Irrigation Structure	1.00	EA	\$938.90	\$938.90
45.3	Load Concrete Debris	4.00	CY	\$13.46	\$53.85
45.4	Haul-Off	0.50	LD	\$295.00	\$147.50

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
45.5	Backfill Structure	8.00	CY	\$28.20	\$225.64
46	Remove Concrete Lined Irrigation Ditch	63.00	LF	\$29.78	\$1,875.85
46.1	Saw Cut Concrete Ditch 2 Locations	21.00	LF	\$8.53	\$179.12
46.2	Remove Concrete Ditch	63.00	LF	\$13.75	\$865.95
46.3	Load Debris	8.00	CY	\$6.94	\$55.53
46.4	Haul/Dispose of Debris	1.00	LD	\$295.00	\$295.00
46.5	Backfill Ditch 45 FT	19.50	CY	\$24.63	\$480.25
47	Remove Concrete Curb & Gutter	578.00	LF	\$8.62	\$4,983.87
47.1	Remove Curb & Gutter West Edge	402.00	LF	\$7.87	\$3,163.35
47.1.1	Curb Cuts	1.00	EA	\$40.05	\$40.05
47.1.2	Remove Concrete Curb & Gutter	402.00	LF	\$5.09	\$2,045.57
47.1.3	Load Debris	21.25	CY	\$3.42	\$72.73
47.1.4	Haul/Dispose of Debris	3.00	LD	\$335.00	\$1,005.00
47.2	Remove Curb & Gutter @ East ADA Ramp Replacements	160.00	LF	\$9.58	\$1,532.85
47.2.1	Curb Cuts	6.00	EA	\$40.05	\$240.32
47.2.2	Remove Concrete Curb & Gutter	160.00	LF	\$4.93	\$789.04
47.2.3	Load Debris	8.45	CY	\$6.52	\$55.10
47.2.4	Haul/Dispose of Debris	1.19	LD	\$375.53	\$448.40
47.3	Remove Curb & Gutter Palm Lane	16.00	LF	\$17.98	\$287.67
47.3.1	Curb Cuts	3.00	EA	\$40.05	\$120.16
47.3.2	Remove Concrete Curb & Gutter	16.00	LF	\$4.93	\$78.90
47.3.3	Load Debris	1.00	CY	\$22.04	\$22.04
47.3.4	Haul/Dispose of Debris	0.12	LD	\$557.50	\$66.57
48	Remove Concrete Single Curb	282.00	LF	\$7.05	\$1,986.88
48.1	Curb Cuts	2.00	EA	\$40.05	\$80.11
48.2	Remove Concrete Curb	282.00	LF	\$4.93	\$1,390.68
48.3	Load Debris	9.50	CY	\$5.80	\$55.10
48.4	Haul/Dispose of Debris	1.40	LD	\$329.29	\$461.00
49	Misc. Landscape Removal And Other Work (Includes Any Stump Grinding)(Not Includin	1.00	LS	\$5,000.00	\$5,000.00
49.1	Misc. Landscape Removal And Other Work (Includes Any Stump Grinding)(Not Including Clear/Gr	1.00	LS	\$5,000.00	\$5,000.00
50	Obliterate Striping	1.00	LS	\$19,600.00	\$19,600.00
50.1	Obliterate Striping	9,800.00	LF	\$0.36	\$3,528.00
50.2	Slurry Seal Obliterated Striping	9,800.00	LF	\$1.64	\$16,072.00
51	Remove Tree (12" Diameter And Larger, Includes Stump)	21.00	EA	\$1,469.69	\$30,863.55
51.1	Remove Trees (12" Dia & Larger)	21.00	EA	\$1,121.00	\$23,541.00
51.2	Remove Stumps/Root Balls	21.00	EA	\$348.69	\$7,322.55
51.2.1	Remove Stump/Root Balls	21.00	EA	\$140.60	\$2,952.55
51.2.2	Haul Off Stumps/Root Balls	21.00	EA	\$208.10	\$4,370.00

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52	Relocate Mailbox (W/ Concrete Foundation)	3.00	EA	\$376.18	\$1,128.53
52.1	Remove Mail Boxes	3.00	EA	\$50.41	\$151.22
52.2	Remove Mail Boxes	3.00	EA	\$100.82	\$302.45
52.3	FPS - 4" Concrete Mail Box Pad (Hand)	12.00	SF	\$56.24	\$674.86
53	Relocate Existing Street Light	1.00	EA	\$2,680.00	\$2,680.00
53.1	Relocate Existing Street Light	1.00	EA	\$2,680.00	\$2,680.00
54	Remove And Replace Concrete Spillway Per Mag Std Det 550	95.00	SF	\$39.69	\$3,770.83
54.1	Remove Spillway	95.00	SF	\$10.96	\$1,040.87
54.1.1	Saw Cut Spillway	7.00	LF	\$13.38	\$93.69
54.1.2	Remove Concrete Spillway	95.00	SF	\$7.94	\$754.08
54.1.3	Load Headwall Concrete Debris	2.75	CY	\$19.58	\$53.85
54.1.4	Haul-Off	0.35	LD	\$397.86	\$139.25
54.2	Concrete Spillway MAG 550	95.00	SF	\$28.74	\$2,729.95
54.2.1	Grade For Spillway	95.00	SF	\$4.00	\$379.99
54.2.2	F-P-S MAG 550 Spillway	95.00	SF	\$20.67	\$1,963.77
54.2.3	Spillway (Unbillable R&R)	0.95	SF	\$28.63	\$27.20
54.2.4	Pump Concrete	3.00	CY	\$119.67	\$359.00
55	Chain Link Fence Per Mag Std Det 160, Modified Per Specifications	164.00	LF	\$77.68	\$12,739.52
55.1	Chain Link Fence MAG 160 With Spec Modifications	164.00	LF	\$77.68	\$12,739.52
56	New Gate Per Mag Std Det 160, Modified Per Specifications	1.00	EA	\$1,986.61	\$1,986.61
56.1	New Gate MAG 160 With Spec Modifications	1.00	EA	\$1,986.61	\$1,986.61
57	Salvage Existing Gate And Reinstall Per Det 08 On Sht Dt02	1.00	EA	\$800.00	\$800.00
57.1	Salvage Existing Gate And Reinstall Per Det 08 On Sht Dt02	1.00	EA	\$800.00	\$800.00
58	Salvage Existing Gate And Reinstall Per Det 13 On Sht Dt02	1.00	EA	\$800.00	\$800.00
58.1	Salvage Existing Gate And Reinstall Per Det 13 On Sht Dt02	1.00	EA	\$800.00	\$800.00
59	Salvage Existing Gate And Reinstall And Attach To Block Wall Column (Detail By Contra	1.00	EA	\$800.00	\$800.00
59.1	Salvage Existing Gate And Reinstall And Attach To Block Wall Column (Detail By Contractor)	1.00	EA	\$800.00	\$800.00
60	White Stripe 90Mil Thermoplastic 4" Equiv	6,435.00	LF	\$0.64	\$4,118.40
60.1	White Stripe 90Mil Thermoplastic 4" Equiv	6,435.00	LF	\$0.64	\$4,118.40
61	Yellow Stripe 90Mil Thermoplastic 4" Equiv	2,427.00	LF	\$0.64	\$1,553.28
61.1	Yellow Stripe 90Mil Thermoplastic 4" Equiv	2,427.00	LF	\$0.64	\$1,553.28
62	Pavement Symbols Preformed, Thermoplastic, Type I	12.00	EA	\$190.00	\$2,280.00
62.1	Pavement Symbols Preformed, Thermoplastic, Type I	12.00	EA	\$190.00	\$2,280.00
63	Bike Lane Marking Set (Arrow & Symbol) Preformed, Thermosplastic, Type I	4.00	EA	\$245.00	\$980.00
63.1	Bike Lane Marking Set (Arrow & Symbol) Preformed, Thermosplastic, Type I	4.00	EA	\$245.00	\$980.00
64	Raised Pavement Markers, Type "D" (Adot 4-M-2.02)	126.00	EA	\$2.90	\$365.40
64.1	Raised Pavement Markers, Type "D" (Adot 4-M-2.02)	126.00	EA	\$2.90	\$365.40
65	Raised Pavement Markers, Type "G" (Adot 4-M-2.02)	48.00	EA	\$2.90	\$139.20

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65.1	Raised Pavement Markers, Type "G" (Adot 4-M-2.02)	48.00	EA	\$2.90	\$139.20
66	Sign Post Per Coa Std Det A1600	50.00	LF	\$30.00	\$1,500.00
66.1	Sign Post Per Coa Std Det A1600	50.00	LF	\$30.00	\$1,500.00
67	Reflective Traffic Sign Panel	55.80	SF	\$31.00	\$1,729.80
67.1	Reflective Traffic Sign Panel	55.80	SF	\$31.00	\$1,729.80
68	SRP Lighting Pullbox (Type J) (Coa Std Det A1790)	5.00	EA	\$852.00	\$4,260.00
68.1	Srp Lighting Pullbox (Type J) (Coa Std Det A1790)	5.00	EA	\$852.00	\$4,260.00
69	Pull Box (No. 7 Fiber) (Coa Std Det A1717)	2.00	EA	\$2,140.00	\$4,280.00
69.1	Pull Box (No. 7 Fiber) (Coa Std Det A1717)	2.00	EA	\$2,140.00	\$4,280.00
70	Pull Box (No. 9 Vault) (Coa Std Det A1719)	1.00	EA	\$10,155.00	\$10,155.00
70.1	Pull Box (No. 9 Vault) (Coa Std Det A1719)	1.00	EA	\$10,155.00	\$10,155.00
71	Carflex Liquidtight Flexible Nonmetallic Conduit (1" - Per Coa Std Det A1787)	28.00	LF	\$25.00	\$700.00
71.1	Carflex Liquidtight Flexible Nonmetallic Conduit (1" - Per Coa Std Det A1787)	28.00	LF	\$25.00	\$700.00
72	Sch. 40 Pvc Electrical Conduit, 2.5" W/ ¼" Nylon Pull Rope And W/ #8 Bare Copper Wi	440.00	LF	\$27.00	\$11,880.00
72.1	Sch. 40 Pvc Electrical Conduit, 2.5" W/ ¼" Nylon Pull Rope And W/ #8 Bare Copper Wire (Trenc	440.00	LF	\$27.00	\$11,880.00
73	Electrical Conduit (2") (Schedule 80 Pvc) (Installed By Directional Bore)	380.00	LF	\$50.00	\$19,000.00
73.1	Electrical Conduit (2") (Schedule 80 Pvc) (Installed By Directional Bore)	380.00	LF	\$50.00	\$19,000.00
74	Electrical Conduit (3 - 2.5") (Schedule 80 Pvc) (Coa Std Det A1720) (Trench Installatio	600.00	LF	\$58.00	\$34,800.00
74.1	Electrical Conduit (3 - 2.5") (Schedule 80 Pvc) (Coa Std Det A1720) (Trench Installation)	600.00	LF	\$58.00	\$34,800.00
75	Electrical Conduit (3 - 2.5") (Schedule 80 Pvc) (Coa Std Det A1720) (Joint Trench)	440.00	LF	\$61.00	\$26,840.00
75.1	Electrical Conduit (3 - 2.5") (Schedule 80 Pvc) (Coa Std Det A1720) (Joint Trench)	440.00	LF	\$61.00	\$26,840.00
76	Foundation For Streetlight Pole (Avondale Architectual, Coa Std Det A1784-1)	5.00	EA	\$1,991.00	\$9,955.00
76.1	Foundation For Streetlight Pole (Avondale Architectual, Coa Std Det A1784-1)	5.00	EA	\$1,991.00	\$9,955.00
77	Install Only COA Supplied Streetlight Pole (Avondale Architectual Streetlight Pole Coa	4.00	EA	\$1,943.00	\$7,772.00
77.1	Pole (Avondale Architectual Streetlight Pole Coa Std Det A1784 W/Single 6-Foot Mast Arm)	4.00	EA	\$1,943.00	\$7,772.00
78	Install Only COA Supplied Luminaire (Horizontal Mount) (Led) (Ge Evolve)	4.00	EA	\$375.00	\$1,500.00
78.1	Luminaire (Horizontal Mount) (Led) (Ge Evolve)	4.00	EA	\$375.00	\$1,500.00
79	Single Mode Fiber Optic Cable (144 Strand)	1,360.00	LF	\$4.00	\$5,440.00
79.1	Single Mode Fiber Optic Cable (144 Strand)	1,360.00	LF	\$4.00	\$5,440.00
80	4'X4' Concrete Block Junction Box Per Mag Std Det 504	1.00	EA	\$9,717.83	\$9,717.83
80.1	Excavate Backfill Structure	1.00	EA	\$930.69	\$930.69
80.2	Irrigation Junction Structure 4 ft x 4 ft	1.00	EA	\$7,641.50	\$7,641.50
80.2.1	Furnish & Install Rebar	460.00	LB	\$3.48	\$1,600.95
80.2.2	Form Floor & Walls	208.00	SF	\$8.73	\$1,816.00
80.2.3	Place & Finish Concrete	3.25	CY	\$912.25	\$2,964.80
80.2.4	Pump Concrete	3.25	CY	\$172.23	\$559.75
80.2.5	Strip Concrete Forms	208.00	SF	\$3.37	\$700.00
80.3	Furnish & Install Cover Grate (MAG 504)	1.00	EA	\$1,145.64	\$1,145.64

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
81	5'-4"X5'-4" Concrete Junction Structure Per Mag Std Det 506, Modified For Toggle Gate	1.00	EA	\$24,403.12	\$24,403.12
81.1	Excavate Backfill Structure	1.00	EA	\$1,731.62	\$1,731.62
81.2	Construction 5'-4" x 5'-4 Irrigation Structure	1.00	EA	\$12,503.55	\$12,503.55
81.2.1	Furnish & Install Rebar	820.00	LB	\$3.48	\$2,853.86
81.2.2	Form Floor & Walls	344.00	SF	\$8.73	\$3,003.39
81.2.3	Place & Finish Concrete	5.50	CY	\$596.33	\$3,279.80
81.2.4	Pump Concrete	5.50	CY	\$103.00	\$566.50
81.2.5	Strip Concrete Forms	344.00	SF	\$8.14	\$2,800.00
81.3	F-P-S Spillway From Structure	1.00	EA	\$853.84	\$853.84
81.4	Purchase & Install Irrigation Gates	2.00	EA	\$3,092.98	\$6,185.96
81.4.1	Waterman C-10 Irrigation Gates (Fullerform Systems)	2.00	EA	\$2,078.58	\$4,157.16
81.4.2	Install Gates	2.00	EA	\$1,014.40	\$2,028.80
81.5	1-Sack Slurry Backfill for High Pipe Support	3.00	CY	\$115.00	\$345.00
81.6	Furnish & Install Cover Grate (MAG 504)	1.00	EA	\$2,783.14	\$2,783.14
82	Flood Irrigation Valve With Concrete Scouring Basin Per Mag Std Det 506	6.00	EA	\$2,255.00	\$13,529.99
82.1	Install Alfalfa Valve w/ Scouring Basin	6.00	EA	\$370.18	\$2,221.05
82.2	Material	6.00	EA	\$1,422.02	\$8,532.10
82.3	Pour 3" Thick Concrete Scouring Basin @ Valve	6.00	EA	\$462.81	\$2,776.83
83	Block Pilaster Column Per Det 09 On Sht Dt02	2.00	EA	\$1,744.31	\$3,488.62
83.1	Block Pilaster Column Per Det 09 On Sht Dt02	2.00	EA	\$1,560.00	\$3,120.00
83.2	Backfill Columns/Pilasters	5.00	CY	\$73.72	\$368.62
84	Block Pilaster Per Det W1 On Sht Pv07	2.00	EA	\$2,258.31	\$4,516.62
84.1	Block Pilaster Per Det W1 On Sht Pv07	2.00	EA	\$2,074.00	\$4,148.00
84.2	Backfill Columns/Pilasters	5.00	CY	\$73.72	\$368.62
85	CMU Wall Per Detail 14 On Sht Dt02	193.00	LF	\$253.95	\$49,013.05
85.1	Construct Wall Grade	145.00	CY	\$7.26	\$1,052.56
85.2	Finish Wall Grade	195.00	SY	\$2.70	\$526.28
85.3	CMU Wall Per Detail 14 On Sht DT02	193.00	LF	\$178.00	\$34,354.00
85.4	Block Pilaster Column Per Det 09 On Sht Dt02	6.00	EA	\$1,560.00	\$9,360.00
85.5	Backfill Walls & Pilasters	105.00	CY	\$28.09	\$2,948.94
85.6	Parkway Grade @ Walls	386.00	LF	\$2.00	\$771.27
86	Stucco And Paint CMU Columns & Wall to Match Existing	3,050.00	SF	\$4.84	\$14,752.00
86.1	Stucco And Paint CMU Columns & Wall to Match Existing	1.00	LS	\$14,752.00	\$14,752.00
87	"L" Shape Headwall Per Mag Std Det 501. Saftey Rail Per Mag Std Det 145.	1.00	EA	\$6,615.77	\$6,615.77
87.1	L-Shaped Headwall MAG 501	1.00	EA	\$6,010.87	\$6,010.87
87.1.1	Furnish & Install Rebar	445.00	LB	\$2.21	\$983.22
87.1.2	Form Footing & Wall	220.00	SF	\$7.83	\$1,723.34
87.1.3	Place & Finish Concrete	3.00	CY	\$401.44	\$1,204.31

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87.1.4	Strip Concrete Forms	220.00	SF	\$6.36	\$1,400.00
87.1.5	Handrail	10.00	LF	\$70.00	\$700.00
87.2	Excavate & Backfill Headwall	1.00	EA	\$604.90	\$604.90
88	1/2" Pvc Schedule 40 Private Irrigation Water Service	146.00	LF	\$14.67	\$2,141.67
88.1	D-L-B	146.00	LF	\$14.19	\$2,072.11
88.2	Material	146.00	LF	\$0.48	\$69.56
89	Install Hose Bib Per Special Det 5 On Sht Dt01	3.00	EA	\$470.33	\$1,411.00
89.1	Install Hose Bib Per Special Det 5 On Sht Dt01	3.00	EA	\$61.00	\$183.00
89.2	DCS Installed Hose Bib Per Special Det 5 On Sht Dt01	3.00	EA	\$470.33	\$1,411.00
90	Remove Existing Water Meter Box, Service Line And Saddle (With Repair Clamp) Per De	2.00	EA	\$4,244.45	\$8,488.89
90.1	Remove Existing Water Meter Box, Service Line And Saddle (With Repair Clamp) Per Det 13 On	2.00	EA	\$1,761.94	\$3,523.88
90.2	Material	2.00	EA	\$1,489.40	\$2,978.80
90.3	Temporary Patch @ Water Serives	20.00	SY	\$99.31	\$1,986.21
90.3.1	Place AC 3" 19mm (Slow)	4.00	TN	\$496.55	\$1,986.21
91	8" Pe Wrapped Ductile Iron Pipe (Min Cl 350), Vertical Realignment. Concrete Encasem	52.00	LF	\$568.19	\$29,545.78
91.1	Dig, Lay & Backfill Water (8" pipe, 5.26' cover, 3' trench width)	52.00	LF	\$224.80	\$11,689.54
91.2	MAG 380 Anchor Block	4.00	EA	\$1,255.49	\$5,021.94
91.2.1	Install	4.00	EA	\$1,058.13	\$4,232.51
91.2.2	Material	4.00	EA	\$174.38	\$697.50
91.2.3	Pre Bent Epoxy Coated Rebar (Nina Construction Supply 20220127, Reflect 1st Price Increase	1.00	LS	\$91.93	\$91.93
91.3	Concrete Encasement (Calculated @ 6" Under to 6" Over, Need clarification)	52.00	LF	\$57.38	\$2,983.89
91.3.1	Install	52.00	LF	\$28.53	\$1,483.36
91.3.2	Material	52.00	LF	\$25.31	\$1,316.25
91.3.3	Rebar and Pre Bent Hoops (Nina Construction Supply 20220127, Reflect 1st Price Increase Aft	1.00	LS	\$184.28	\$184.28
91.4	Temporary Pavement Patch (NPI)	117.00	SF	\$10.42	\$1,219.57
91.4.1	Install	117.00	SF	\$4.41	\$516.53
91.4.2	Material	117.00	SF	\$6.01	\$703.05
91.5	Shoring & Steel Plates	5.00	DA	\$97.77	\$488.85
91.6	8" DIP Class 350 Material	52.00	LF	\$85.39	\$4,440.47
91.7	1 Sack Slurry Backfill (12" over up through subgrade=4.78')	29.00	CY	\$115.00	\$3,335.00
91.8	Haul off Excess (13 LCY/LD)	3.08	LD	\$119.00	\$366.52
92	8" Gate Valve With Valve Box And Cover Per Coa Std Det A1391	1.00	EA	\$2,515.94	\$2,515.94
92.1	Install	1.00	EA	\$529.06	\$529.06
92.2	COA A1391 8" Gate Valve Material	1.00	EA	\$1,441.88	\$1,441.88
92.3	Adjust Valve to Grade	1.00	EA	\$545.00	\$545.00
93	1" Water Service, Line, Curb Stop, Fittings And Meter Box Per Coa Std Det A1300 And D	2.00	EA	\$11,924.70	\$23,849.39
93.1	Soft Dig Existing Water	11.00	EA	\$515.90	\$5,674.92
93.2	Install Water Service	2.00	EA	\$5,285.83	\$10,571.65

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
93.3	1 Sack Slurry	16.00	CY	\$115.00	\$1,840.00
93.4	Temporary Pavement Patch (NPI)	72.00	SF	\$16.86	\$1,213.81
93.4.1	Install	72.00	SF	\$10.30	\$741.68
93.4.2	Material	72.00	SF	\$6.56	\$472.13
93.5	Steel Plates	5.00	DA	\$97.77	\$488.85
93.6	Material	2.00	EA	\$1,942.02	\$3,884.04
93.6.1	Option #2 New Saddle - Material	2.00	EA	\$1,942.02	\$3,884.04
93.7	Haul off Excess (13 LCY/LD)	1.48	LD	\$119.00	\$176.12
94	1" Reduced Pressure Backflow Prevention Unit With Concrete Pad, Per Coa Std Det A13	2.00	EA	\$1,968.65	\$3,937.30
94.1	1" Reduced Pressure Backflow Prevention Unit and Enclosure (1") (4" Concrete Pad) (WEST)	2.00	EA	\$1,950.00	\$3,900.00
94.2	1" Reduced Pressure Backflow Prevention Unit With Concrete Pad, Per Coa Std Det A1326 (DCS I	2.00	EA	\$1,968.65	\$3,937.30
94.2.1	Materials	2.00	EA	\$785.00	\$1,570.00
94.2.2	Install 1" Reduced Pressure Backflow Preventer	2.00	EA	\$1,183.65	\$2,367.30
95	Reconnect Water Service On Customer Side At New Meter Location	2.00	EA	\$660.61	\$1,321.21
95.1	Reconnect Water Service On Customer Side At New Meter Location	2.00	EA	\$624.26	\$1,248.51
95.2	Materials	2.00	EA	\$36.35	\$72.70
96	Air/Vacuum Release Valve Per Coa Std Det A1320-2	1.00	EA	\$8,352.95	\$8,352.95
96.1	Install ARV	1.00	EA	\$4,232.51	\$4,232.51
96.2	Pour Concrete Pad and Mount Cage	1.00	EA	\$674.70	\$674.70
96.3	Material	1.00	EA	\$3,080.19	\$3,080.19
96.4	Purchase Aggregates	1.00	EA	\$20.55	\$20.55
96.5	1 Sack Slurry Backfill	3.00	CY	\$115.00	\$345.00
96.6	30" Frame & Cover	1.00	EA	\$0.00	\$0.00
97	12" HP Storm Dual Wall Pipe. Backfill, Bedding, And Trenching Section Per Det 02 On S	20.00	LF	\$762.35	\$15,246.93
97.1	Install MAG 506 12" HDPE Irrigation Lateral	6.00	EA	\$987.14	\$5,922.81
97.2	Material	20.00	LF	\$393.54	\$7,870.72
97.3	MAG ABC Pipe Bedding to 1.5' Over Top Of Pipe Per Detail 2 on Sheet 5	20.00	LF	\$11.30	\$226.05
97.4	Haul off Excess (13 LCY/LD)	0.65	LD	\$119.00	\$77.35
97.5	Slurry Backfill Around Riser	10.00	CY	\$115.00	\$1,150.00
98	18" HP Storm Dual Wall Pipe. Backfill, Bedding, And Trenching Section Per Det 02 On S	494.00	LF	\$109.60	\$54,140.68
98.1	Dig, Lay & Backfill (Depth = 5.01')	494.00	LF	\$38.93	\$19,229.57
98.2	Testing of Irrigation Pipe	494.00	LF	\$9.45	\$4,667.13
98.3	MAG ABC Pipe Bedding to 1.5' Over Top Of Pipe Per Detail 2 on Sheet 5	415.00	LF	\$15.20	\$6,308.85
98.4	Concrete Encasement (No Steel) @ Driveways (6" under x 6" Over)	79.00	LF	\$31.65	\$2,500.00
98.5	Materials	494.00	LF	\$30.99	\$15,310.00
98.6	Pump Nusiance Water at Tie-in as required	1.00	LS	\$4,216.11	\$4,216.11
98.7	Haul off Excess (13 LCY/LD)	15.38	LD	\$119.00	\$1,830.22
98.8	Steel Plates @ Driveway Crossings - 5 each	4.00	DA	\$19.70	\$78.80

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
99	24" HP Storm Dual Wall Pipe. Backfill, Bedding, And Trenching Section Per Det 02 On S	76.00	LF	\$189.69	\$14,416.28
99.1	Remove Exisitng Asphalt (NPI)	96.00	SF	\$4.42	\$424.34
99.1.1	Sawcut 5" Thick	48.00	LF	\$2.91	\$139.88
99.1.2	Remove Conventional DCS In House	1.60	CY	\$108.02	\$172.83
99.1.3	Load Asphalt	1.60	CY	\$10.77	\$17.23
99.1.4	Haul & Dispose of Ashalt	0.32	CY	\$295.00	\$94.40
99.2	Palm Lane Road Crossing (To be Done with Vertical Realignment)	40.00	LF	\$105.20	\$4,207.85
99.3	Dig, Lay & Backfill (Depth = 4.17')	36.00	LF	\$27.28	\$981.98
99.4	MAG ABC Pipe Bedding to 1.5' Over Top Of Pipe Per Detail 2 on Sheet 5	54.00	LF	\$25.50	\$1,376.85
99.5	Material	76.00	LF	\$49.69	\$3,776.56
99.6	Testing of Irrigation Pipe	76.00	LF	\$9.45	\$718.02
99.7	Haul off Excess (13 LCY/LD)	4.46	LD	\$119.00	\$530.74
99.8	Temporary Pavement Patch (NPI)	96.00	SF	\$10.44	\$1,002.00
99.8.1	Install	96.00	SF	\$4.43	\$425.14
99.8.2	Material	96.00	SF	\$6.01	\$576.86
99.9	Steel Plates	5.00	DA	\$26.59	\$132.95
99.10	1 Sack Slurry Backfill at Palm Lane	11.00	CY	\$115.00	\$1,265.00
100	Encase Irrigation Pipe Per Mag Std Det 404-3	22.00	LF	\$123.58	\$2,718.75
100.1	Install	22.00	LF	\$68.55	\$1,508.03
100.2	Material	22.00	LF	\$44.03	\$968.75
100.3	Rebar and Pre Bent Hoops (Nina Construction Supply 20220127, Reflect 1st Price Increase After	1.00	LS	\$241.97	\$241.97
101	Maxwell Iv Drywell Per Det 12 On Sht Dt02, 40' Depth (Rim To Be 6" Above Basin Botto	2.00	EA	\$13,143.35	\$26,286.71
101.1	Maxwell Iv Drywell Per Det 12 On Sht Dt02, 40' Depth (Rim To Be 6" Above Basin Bottom)	2.00	EA	\$12,525.00	\$25,050.00
101.2	Load Spoils	42.00	CY	\$3.73	\$156.71
101.3	Haul Off Spoils (42 CY)	4.00	LD	\$270.00	\$1,080.00
102	Concrete Lined Irrigation Ditch Per Det 10 On Sht Dt02	18.00	LF	\$153.58	\$2,764.41
102.1	Place Ditch Tie-In	180.00	SF	\$15.36	\$2,764.41
103	Concrete Lined Irrigation Ditch Termination Per Det 07 On Sht Dt01	1.00	EA	\$1,265.54	\$1,265.54
103.1	Place Ditch Tie-In	40.00	SF	\$31.64	\$1,265.54
104	Grading (Roadway & Drainage)	1.00	EA	\$53,071.05	\$53,071.05
104.1	Excavate For Section @ Patches	39.00	CY	\$42.08	\$1,641.15
104.1.1	Excavate For Pavement Section ADA Ramps 2 EA East and 1 EA West	15.50	CY	\$105.88	\$1,641.15
104.1.1.1	Excavate @ 2ft-6ft Patch Adjacent to Curb & Gutter	15.50	CY	\$72.83	\$1,128.84
104.1.1.1	Load Spoils	15.50	CY	\$2.08	\$32.31
104.1.1.1	Haul Off Spoils	15.50	CY	\$30.97	\$480.00
104.2	Basin & Roadway Grading	4,272.00	CY	\$7.65	\$32,663.37
104.2.1	Prewet Retention Excavation (4,272 CY x 20 Gal/CY/4000Gal/Load = 22 Loads	4,272.00	CY	\$0.80	\$3,432.61
104.2.2	Excavate to Stock Pile	4,272.00	CY	\$5.68	\$24,272.65

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
104.2.3	Soft Dig Utilities Within Excavation Limits	1.00	LS	\$4,958.11	\$4,958.11
104.3	Fine Grade Patch Areas	46.00	SY	\$14.12	\$649.38
104.3.1	Fine Grade Patch Areas (3 Locations)	46.00	SY	\$14.12	\$649.38
104.4	Fine Grade Roadway (EOP to PUE)	7,205.00	SY	\$1.43	\$10,326.73
104.5	Parkway Grade West Detached Sidewalk	3,095.00	LF	\$1.09	\$3,368.95
104.6	Parkway Grade East Sidewalk/ADA Ramps	535.00	LF	\$2.43	\$1,300.08
104.7	Fine Grade Retention Basin Areas	2,150.00	SY	\$1.45	\$3,121.38
105	Export Spoils	4,223.00	CY	\$13.62	\$57,519.49
105.1	Export Drainage & Roadway Spoils	4,223.00	CY	\$13.62	\$57,519.49
105.1.1	Load/Water/Sweep Spoils	4,223.00	CY	\$2.63	\$11,109.49
105.1.2	Haul Off Roadway Spoils	390.00	LD	\$119.00	\$46,410.00
106	Scarify and Recompact Limits Within Existing Earthen Ditch	2,078.00	SY	\$2.25	\$4,681.09
106.1	Rip & Recompact 8"	2,078.00	SY	\$2.25	\$4,681.09
107	Dumped Riprap (D50=6") Per Mag Spec Section 220 And 703, Thickness 12", With Geo	14.00	SY	\$86.18	\$1,206.46
107.1	Excavate For Rip Rap	4.70	CY	\$18.63	\$87.65
107.2	Haul Off Spoils	4.70	CY	\$20.49	\$96.39
107.3	Grade For Rip Rap	14.00	SY	\$13.31	\$186.32
107.4	Install Fabric	14.00	SY	\$14.96	\$209.48
107.5	Rip Rap, D50=6", T=12 IN	4.70	CY	\$133.18	\$626.60
108	Asphalt Concrete Pvmnt Per Pvmnt Structural Section No.1 (Includes Aggregate Base Cou	4,999.00	SY	\$41.98	\$209,847.31
108.1	Avondale 2 EA East Edge ADA Ramps & 1 EA West Edge ADA Ramps Asphalt Patch Back	47.00	SY	\$220.35	\$10,356.54
108.1.1	Subgrade Preparation @ 2' Patching @ C&G (3 Each)5" on 12"	47.00	SY	\$25.33	\$1,190.65
108.1.2	Place ABC 12"	30.65	TN	\$65.64	\$2,012.08
108.1.3	Finish ABC 12"	47.00	SY	\$23.87	\$1,121.68
108.1.4	Place AC 3" 19mm Bottom Mat (Slow)	7.92	TN	\$365.45	\$2,892.81
108.1.5	Tack Coat (SS-1h)(1:1)	47.00	SY	\$4.62	\$217.28
108.1.6	Place AC 2" 12.5mm Top Mat (Slow)	5.36	TN	\$504.23	\$2,704.76
108.1.7	Fog Coat (SS-1h)(1:1)	47.00	SY	\$4.62	\$217.28
108.2	Avondale Main Line Paving	4,952.00	SY	\$40.28	\$199,490.77
108.2.1	Subgrade Preparation Main Line 5" on 12"	4,952.00	SY	\$1.44	\$7,117.16
108.2.2	Place ABC 12"	3,183.50	TN	\$20.08	\$63,911.72
108.2.3	Finish ABC 12"	4,952.00	SY	\$1.44	\$7,129.54
108.2.4	Place AC 3" 19.0 mm Asphalt Bottom Mat Paving	825.80	TN	\$85.18	\$70,339.72
108.2.5	Tack Coat (SS-1h)(1:1)	4,952.00	SY	\$0.37	\$1,816.52
108.2.6	Place AC 2" 12.5mm Asphalt Top Mat	553.36	TN	\$85.78	\$47,466.84
108.2.7	Fog Coat (SS-1h)(1:1)	4,952.00	SY	\$0.35	\$1,709.26
109	Sawcut & Match Existing	1,274.00	LF	\$1.82	\$2,317.75
109.1	Saw Cut Asphalt At ADA Ramps	175.00	LF	\$3.66	\$640.85

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
109.1.1	Sawcut Asphalt 5" Thick ADA Ramps	175.00	LF	\$3.66	\$640.85
109.2	Saw Cut Aspalt For West Widening	1,099.00	LF	\$1.53	\$1,676.90
109.2.1	Sawcut Asphalt 5" Thick ADA Ramps	1,099.00	LF	\$1.53	\$1,676.90
110	Curb & Gutter Per Mag Std Det 220-1 Type A	1,196.00	LF	\$22.00	\$26,317.77
110.1	West Widening New Curb & Gutter	1,057.00	LF	\$19.75	\$20,874.75
110.1.1	Grade for Curb/Curb & Gutter	1,057.00	LF	\$2.29	\$2,415.41
110.1.2	Set String Line for Machine Curb	950.00	LF	\$1.15	\$1,095.01
110.1.3	PreTrim	950.00	LF	\$2.27	\$2,158.31
110.1.4	MAG 220-1 A 6" Vertical Curb & Gutter (Machine)	950.00	LF	\$13.25	\$12,589.81
110.1.5	MAG 220-1 A 6" Vertical Curb & Gutter (Hand)	107.00	LF	\$22.13	\$2,367.39
110.1.6	MAG 220-1 A 6" Vertical Curb & Gutter Remove & Replace (Unbillable)	10.57	LF	\$23.54	\$248.81
110.1.6.	Vertical Curb and Gutter. MAG 220 Type A Remove (Unbillable)	10.57	LF	\$4.05	\$42.77
110.1.6.	Vertical Curb and Gutter. MAG 220 Type A (Unbillable)	10.57	LF	\$19.49	\$206.04
110.2	Replace Curb & Gutter @ ADA Ramps Replacements	139.00	LF	\$39.16	\$5,443.02
110.2.1	Grade for Curb/Curb & Gutter	139.00	LF	\$2.29	\$318.10
110.2.2	MAG 220-1 A 6" Vertical Curb & Gutter (Hand)	139.00	LF	\$36.45	\$5,066.80
110.2.3	MAG 220-1 A 6" Vertical Curb & Gutter Remove & Replace (Unbillable)	1.39	LF	\$41.81	\$58.11
110.2.3.	Vertical Curb and Gutter. MAG 220 Type A Remove (Unbillable)	1.39	LF	\$3.75	\$5.21
110.2.3.	Vertical Curb and Gutter. MAG 220 Type A (Unbillable)	1.39	LF	\$38.06	\$52.90
111	Sidewalk (Width Per Plan) Per Mag Std Det 230	7,078.00	SF	\$4.69	\$33,208.26
111.1	West Edge Sidewalk	6,187.00	SF	\$4.56	\$28,206.83
111.1.1	Grade for Sidewalk	1,125.22	LF	\$2.29	\$2,571.31
111.1.2	FPS - MAG 230 6' Sidewalk (Hand)	6,187.00	SF	\$4.07	\$25,156.54
111.1.3	MAG 230 Sidewalk (Unbillable R&R)	61.87	SF	\$7.74	\$478.98
111.2	Sidewalk Replacement @ ADA Ramps Replacements	891.00	SF	\$5.61	\$5,001.43
111.2.1	Grade for Sidewalk	148.88	LF	\$2.29	\$340.21
111.2.2	FPS - MAG 230 6' Sidewalk (Hand)	891.00	SF	\$5.15	\$4,590.06
111.2.3	MAG 230 Sidewalk (Unbillable R&R)	8.91	SF	\$7.99	\$71.17
112	Sidewalk Ramp Per Coa Std Det A1235-2	5.00	EA	\$2,058.51	\$10,292.57
112.1	Grade for Ramp COA A1235-2, Single	307.00	SF	\$2.11	\$648.45
112.2	F-P-S COA A1235-2 Directional Sidewalk Ramp, Single	307.00	SF	\$31.07	\$9,538.19
112.3	COA A 1235-2 Sidewalk Ramp (Unbillable R&R)	3.07	SF	\$34.51	\$105.93
113	Adjust Sanitary Manhole And Cover To Finish Grade Per Mag Std Det 270	1.00	EA	\$1,090.00	\$1,090.00
113.1	Pre-Lower Manhole Frame & Cover	1.00	EA	\$545.00	\$545.00
113.2	Adjust Manhole Frame and Cover, MAG Detail 270	1.00	EA	\$545.00	\$545.00
113.3	Pre-Lower Cost for Existing Manhole	1.00	EA	\$0.00	\$0.00
114	Remove Concrete Slab (Sidewalk, Driveway, And Ramp)	1,186.00	SF	\$3.61	\$4,278.67
114.1	Saw Cut Concrete	45.00	LF	\$12.49	\$562.15

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
114.2	Remove Concrete Sidewalk & ADA Ramps West	483.00	SF	\$3.04	\$1,466.32
114.2.1	Remove Concrete Sidewalk	483.00	SF	\$2.28	\$1,101.88
114.2.2	Load Concrete Debris	7.25	CY	\$4.46	\$32.31
114.2.3	Dump Fees	1.13	LD	\$295.00	\$332.13
114.3	Remove Concrete Sidewalk & ADA Ramps @ East ADA Ramp Replacements	703.00	SF	\$3.20	\$2,250.20
114.3.1	Remove Concrete Sidewalk	703.00	SF	\$2.41	\$1,695.20
114.3.2	Load Concrete Debris	9.50	CY	\$4.54	\$43.08
114.3.3	Dump Fees	1.67	LD	\$306.29	\$511.92
115	Remove Headwall	1.00	EA	\$1,173.68	\$1,173.68
115.1	Remove Existing Headwall	1.00	EA	\$999.34	\$999.34
115.2	Load Headwall Concrete Debris	3.00	CY	\$10.26	\$30.77
115.3	Haul-Off	0.43	LD	\$335.00	\$143.57
116	Remove Ac Pavement (Includes Subgrade)	2,381.00	SY	\$4.51	\$10,744.64
116.1	Remove Asphalt @ East Edge ADA Ramps	35.00	SY	\$21.24	\$743.49
116.1.1	5" Asphalt Removal East	35.00	SY	\$21.24	\$743.49
116.1.1.1	Remove/Load Conventional DCS In House	4.92	CY	\$109.26	\$537.76
116.1.1.1	Load Asphalt	4.92	CY	\$4.92	\$24.23
116.1.1.1	Haul & Dispose of Ashalt	4.92	CY	\$36.88	\$181.49
116.2	Remove Asphalt West Widening Handwork (Encanto West Ramp)	12.00	SY	\$21.20	\$254.41
116.2.1	5" Asphalt Removal West	12.00	SY	\$21.20	\$254.41
116.2.1.1	Remove/Load Conventional DCS In House	1.70	CY	\$100.86	\$171.02
116.2.1.1	Load Asphalt	1.70	CY	\$5.39	\$9.13
116.2.1.1	Haul & Dispose of Ashalt	1.70	CY	\$43.80	\$74.27
116.3	Avondale Blvd Asphalt Milling @ West Widening	2,334.00	SY	\$4.18	\$9,746.74
116.3.1	Asphalt Milling West Full Depth 5")	2,334.00	SY	\$3.85	\$8,985.90
116.3.2	DCS Support	2,334.00	SY	\$0.33	\$760.84
117	Remove Concrete Curb & Gutter	141.00	LF	\$12.18	\$1,716.74
117.1	Remove Curb & Gutter @ East ADA Ramp Replacements	99.00	LF	\$9.89	\$979.28
117.1.1	Curb Cuts	4.00	EA	\$40.05	\$160.21
117.1.2	Remove Concrete Curb & Gutter	99.00	LF	\$5.14	\$508.56
117.1.3	Load Debris	5.23	CY	\$6.32	\$33.06
117.1.4	Haul/Dispose of Debris	0.74	LD	\$375.53	\$277.44
117.2	Remove Curb & Gutter Encanto West ADA Ramp	42.00	LF	\$17.56	\$737.47
117.2.1	Curb Cuts	2.00	EA	\$40.05	\$80.11
117.2.2	Remove Concrete Curb & Gutter	42.00	LF	\$10.09	\$423.80
117.2.3	Load Debris	2.25	CY	\$22.04	\$49.59
117.2.4	Haul/Dispose of Debris	0.33	LD	\$557.50	\$183.98
118	Remove Concrete Single Curb	67.00	LF	\$9.32	\$624.37

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
118.1	Curb Cuts	1.00	EA	\$40.05	\$40.05
118.2	Remove Concrete Curb	67.00	LF	\$6.33	\$423.80
118.3	Load Debris	2.30	CY	\$9.58	\$22.04
118.4	Haul/Dispose of Debris	0.34	LD	\$412.19	\$138.48
119	Obliterate Striping	1.00	LS	\$22,560.00	\$22,560.00
119.1	Obliterate Striping	12,000.0	LF	\$0.36	\$4,320.00
119.2	Slurry Seal Obliterated Striping	12,000.0	LF	\$1.52	\$18,240.00
120	Landscape Restoration Area. Decomposed Granite To Match Existing. Any Plants Rem	1.00	LS	\$5,000.00	\$5,000.00
120.1	Landscape Restoration Area. Decomposed Granite To Match Existing. Any Plants Removed To B	1.00	LS	\$5,000.00	\$5,000.00
121	White Stripe 90Mil Thermoplastic 4" Equiv	6,333.00	LF	\$0.64	\$4,053.12
121.1	White Stripe 90Mil Thermoplastic 4" Equiv	6,333.00	LF	\$0.64	\$4,053.12
122	Yellow Stripe 90Mil Thermoplastic 4" Equiv	1,776.00	LF	\$0.64	\$1,136.64
122.1	Yellow Stripe 90Mil Thermoplastic 4" Equiv	1,776.00	LF	\$0.64	\$1,136.64
123	Pavement Symbols Preformed, Thermoplastic, Type I	3.00	EA	\$190.00	\$570.00
123.1	Pavement Symbols Preformed, Thermoplastic, Type I	3.00	EA	\$190.00	\$570.00
124	Bike Lane Marking Set (Arrow & Symbol) Preformed, Thermosplastic, Type I	2.00	EA	\$245.00	\$490.00
124.1	Bike Lane Marking Set (Arrow & Symbol) Preformed, Thermosplastic, Type I	2.00	EA	\$245.00	\$490.00
125	Raised Pavement Markers, Type "D" (Adot 4-M-2.02)	99.00	EA	\$2.90	\$287.10
125.1	Raised Pavement Markers, Type "D" (Adot 4-M-2.02)	99.00	EA	\$2.90	\$287.10
126	Raised Pavement Markers, Type "G" (Adot 4-M-2.02)	97.00	EA	\$2.90	\$281.30
126.1	Raised Pavement Markers, Type "G" (Adot 4-M-2.02)	97.00	EA	\$2.90	\$281.30
127	Sign Post Per Coa Std Det A1600	50.00	LF	\$30.00	\$1,500.00
127.1	Sign Post Per Coa Std Det A1600	50.00	LF	\$30.00	\$1,500.00
128	Reflective Traffic Sign Panel	33.50	SF	\$31.00	\$1,038.50
128.1	Reflective Traffic Sign Panel	33.50	SF	\$31.00	\$1,038.50
129	SRP Lighting Pullbox (Type J) (Coa Std Det A1790)	5.00	EA	\$852.00	\$4,260.00
129.1	Srp Lighting Pullbox (Type J) (Coa Std Det A1790)	5.00	EA	\$852.00	\$4,260.00
130	Pull Box (No. 7 Fiber) (Coa Std Det A1717)	3.00	EA	\$2,140.00	\$6,420.00
130.1	Pull Box (No. 7 Fiber) (Coa Std Det A1717)	3.00	EA	\$2,140.00	\$6,420.00
131	Carflex Liquidtight Flexible Nonmetallic Conduit (1" - Per Coa Std Det A1787)	42.00	LF	\$25.00	\$1,050.00
131.1	Carflex Liquidtight Flexible Nonmetallic Conduit (1" - Per Coa Std Det A1787)	42.00	LF	\$25.00	\$1,050.00
132	Sch. 40 Pvc Electrical Conduit, 2.5" W/ ¼" Nylon Pull Rope And W/ #8 Bare Copper Wi	960.00	LF	\$27.00	\$25,920.00
132.1	Sch. 40 Pvc Electrical Conduit, 2.5" W/ ¼" Nylon Pull Rope And W/ #8 Bare Copper Wire (Trenc	960.00	LF	\$27.00	\$25,920.00
133	Electrical Conduit (3 - 2.5") (Schedule 80 Pvc) (Coa Std Det A1720) (Trench Installatio	585.00	LF	\$58.00	\$33,930.00
133.1	Electrical Conduit (3 - 2.5") (Schedule 80 Pvc) (Coa Std Det A1720) (Trench Installation)	585.00	LF	\$58.00	\$33,930.00
134	Electrical Conduit (3 - 2.5") (Schedule 80 Pvc) (Coa Std Det A1720) (Joint Trench)	920.00	LF	\$61.00	\$56,120.00
134.1	Electrical Conduit (3 - 2.5") (Schedule 80 Pvc) (Coa Std Det A1720) (Joint Trench)	920.00	LF	\$61.00	\$56,120.00
135	Foundation For Streetlight Pole (Avondale Architectual, Coa Std Det A1784-1)	5.00	EA	\$1,991.00	\$9,955.00

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
135.1	Foundation For Streetlight Pole (Avondale Architectual, Coa Std Det A1784-1)	5.00	EA	\$1,991.00	\$9,955.00
136	Install Only COA Supplied Streetlight Pole (Avondale Architectual Streetlight Pole Coa	5.00	EA	\$1,943.00	\$9,715.00
136.1	Pole (Avondale Architectual Streetlight Pole Coa Std Det A1784 W/Single 6-Foot Mast Arm)	5.00	EA	\$1,943.00	\$9,715.00
137	Install Only COA Supplied Luminaire (Horizontal Mount) (Led) (Ge Evolve)	5.00	EA	\$375.00	\$1,875.00
137.1	Luminaire (Horizontal Mount) (Led) (Ge Evolve)	5.00	EA	\$375.00	\$1,875.00
138	Single Mode Fiber Optic Cable (144 Strand)	1,570.00	LF	\$4.00	\$6,280.00
138.1	Single Mode Fiber Optic Cable (144 Strand)	1,570.00	LF	\$4.00	\$6,280.00
139	Concrete Scupper And Spillway Per Mag Std Det 206. Width Of Opening Per Plan. Inlet	1.00	EA	\$16,313.28	\$16,313.28
139.1	MAG 206 Scupper 20' Opening	366.00	SF	\$26.88	\$9,836.63
139.1.1	Grade For Scupper	366.00	SF	\$0.78	\$285.31
139.1.2	MAG 206 Scupper	366.00	SF	\$19.89	\$7,279.98
139.1.3	Marker	1.00	EA	\$10.00	\$10.00
139.1.4	Handrail	32.00	LF	\$68.00	\$2,176.00
139.1.5	Scupper (Unbillable R&R)	3.66	SF	\$23.32	\$85.34
139.2	MAG 206 Spillway	439.00	SF	\$14.75	\$6,476.66
139.2.1	Grade For Spillway	439.00	SF	\$0.86	\$376.95
139.2.2	F-P-S MAG 206 Spillway	439.00	SF	\$11.32	\$4,970.52
139.2.3	F-P-S Vertical Curb	38.00	LF	\$27.78	\$1,055.52
139.2.4	Spillway (Unbillable R&R)	4.39	SF	\$16.78	\$73.67
140	24" HP Storm Dual Wall Pipe. Backfill, Bedding, And Trenching Section Per Det 02 On S	855.00	LF	\$123.27	\$105,397.54
140.1	Dig, Lay & Backfill (Depth = 4.17')	855.00	LF	\$24.75	\$21,162.56
140.2	MAG ABC Pipe Bedding to 1.5' Over Top Of Pipe Per Detail 2 on Sheet 5	855.00	LF	\$18.04	\$15,424.71
140.3	Material	855.00	LF	\$49.69	\$42,484.28
140.4	Testing of Irrigation Pipe	855.00	LF	\$8.53	\$7,297.36
140.5	Haul off Excess (13 LCY/LD)	48.77	LD	\$119.00	\$5,803.63
140.6	1/2 Sack Slurry Backfill Sta 50+00 to 53+00	115.00	CY	\$115.00	\$13,225.00
141	4' Dia Manhole Per Mag Std Det 522 & 520 With Frame And Cover Per Mag Std Det 524	3.00	EA	\$4,116.21	\$12,348.63
141.1	4' Dia Manhole MAG 522 & 520 With Frame & Cover MAG 524 (30" Lid)	3.00	EA	\$3,485.00	\$10,455.00
141.2	MAG 422 Adjustment - Pour concrete Collar Around F&C	3.00	EA	\$631.21	\$1,893.63
142	McDowell & Avondale SEC Remove & Replace ADA Ramp	1.00	EA	\$14,598.98	\$14,598.98
142.1	Saw Cut Asphalt	74.00	LF	\$6.62	\$489.58
142.1.1	Sawcut Asphalt 5" Thick ADA Ramps	74.00	LF	\$6.62	\$489.58
142.2	Remove Asphalt	165.00	SF	\$5.03	\$830.15
142.2.1	Remove Asphalt Conventional DCS In House	8.75	CY	\$49.38	\$432.07
142.2.2	Load Asphalt	8.75	CY	\$4.92	\$43.08
142.2.3	Haul & Dispose of Ashalt	8.75	CY	\$40.57	\$355.00
142.3	Remove Curb & Gutter	64.00	LF	\$11.16	\$714.20
142.3.1	Curb Cuts	2.00	EA	\$45.30	\$90.59

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
142.3.2	Remove Concrete Curb & Gutter	64.00	LF	\$5.22	\$334.07
142.3.3	Load Debris	3.00	CY	\$7.35	\$22.04
142.3.4	Haul/Dispose of Debris	0.50	LD	\$535.00	\$267.50
142.4	Remove Sidewalk & Ramp	503.00	SF	\$2.30	\$1,157.28
142.4.1	Saw Cut Concrete	12.00	LF	\$7.81	\$93.69
142.4.2	Remove ADA Ramps	503.00	SF	\$2.11	\$1,063.58
142.4.2.	Remove Concrete Sidewalk Ramps	503.00	SF	\$1.33	\$668.14
142.4.2.	Load Concrete Debris	9.50	CY	\$3.40	\$32.31
142.4.2.	Haul & Dispose of Concrete Debris	1.15	LD	\$316.35	\$363.13
142.5	New MAG 220-1 Type A 6" Vertical C&G	64.00	LF	\$25.38	\$1,624.26
142.5.1	MAG 220-1 A 6" Vertical Curb & Gutter (Hand)	64.00	LF	\$25.02	\$1,601.24
142.5.2	MAG 220-1 A 6" Vertical Curb & Gutter Remove & Replace (Unbillable)	0.64	LF	\$35.97	\$23.02
142.5.2.	Vertical Curb and Gutter. MAG 220 Type A Remove (Unbillable)	0.64	LF	\$3.76	\$2.41
142.5.2.	Vertical Curb and Gutter. MAG 220 Type A (Unbillable)	0.64	LF	\$32.21	\$20.61
142.6	New MAG 236-1 ADA Corner Ramp	1.00	EA	\$4,652.61	\$4,652.61
142.6.1	Grade for Ramp MAG 236-1, Single	395.00	SF	\$0.75	\$297.92
142.6.2	F-P-S MAG 236-1 Directional Sidewalk Ramp	395.00	SF	\$10.88	\$4,295.77
142.6.3	MAG 236 Sidewalk Ramp (Unbillable R&R)	3.95	SF	\$14.92	\$58.92
142.7	New MAG 230 Sidewalk	60.00	SF	\$5.95	\$357.18
142.7.1	Grade for Sidewalk	60.00	SF	\$1.24	\$74.48
142.7.2	FPS - MAG 230 6' Sidewalk (Hand)	60.00	SF	\$4.32	\$259.04
142.7.3	Parkway Grading	10.00	LF	\$1.89	\$18.91
142.7.4	MAG 230 Sidewalk (Unbillable R&R)	0.60	SF	\$7.93	\$4.76
142.8	Patch Asphalt Per Section 1 (5" AC on 12" ABC)	19.00	SY	\$251.25	\$4,773.73
142.8.1	Subgrade Preparation @ 2' Patching @ C&G 5" on 12"	19.00	SY	\$22.52	\$427.95
142.8.2	Place ABC 12"	12.50	TN	\$70.82	\$885.30
142.8.3	Finish ABC 12"	19.00	SY	\$21.10	\$400.95
142.8.4	Place AC 3" 19mm Bottom Mat (Slow)	3.20	TN	\$426.43	\$1,364.57
142.8.5	Tack Coat (SS-1h)(1:1)	19.00	SY	\$10.42	\$197.97
142.8.6	Place AC 2" 12.5mm Top Mat (Slow)	2.20	TN	\$586.80	\$1,290.97
142.8.7	Fog Coat (SS-1h)(1:1)	19.00	SY	\$10.84	\$206.04
143	McDowell & Avondale SEC Remove & Replace Catch Basin Top	1.00	EA	\$8,693.37	\$8,693.37
143.1	Saw Cut Asphalt	29.00	LF	\$22.51	\$652.78
143.1.1	Sawcut Asphalt 5" Thick @ Catch Basin	29.00	LF	\$22.51	\$652.78
143.2	Remove Asphalt	50.00	SF	\$7.48	\$374.24
143.2.1	Remove Asphalt Conventional DCS In House	2.65	CY	\$81.48	\$216.03
143.2.2	Load Asphalt	2.65	CY	\$8.12	\$21.54
143.2.3	Haul & Dispose of Ashalt	2.65	CY	\$51.54	\$136.67

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
143.3	Remove Sidewalk	72.00	SF	\$4.40	\$316.83
143.3.1	Remove Sidewalk	72.00	SF	\$4.40	\$316.83
143.3.1.	Remove Concrete Sidewalk	72.00	SF	\$2.32	\$167.03
143.3.1.	Load Concrete Debris	1.00	CY	\$21.54	\$21.54
143.3.1.	Haul & Dispose of Concrete Debris	0.15	LD	\$855.00	\$128.25
143.4	Remove Catch Basin Top	150.00	SF	\$6.79	\$1,018.28
143.4.1	Saw Cut Concrete	12.00	LF	\$15.62	\$187.38
143.4.2	Remove Catch Basin Top Deck	150.00	SF	\$5.54	\$830.90
143.4.2.	Remove Concrete Catch Basin Top Deck	150.00	SF	\$3.61	\$541.86
143.4.2.	Load Concrete Debris	3.75	CY	\$5.74	\$21.54
143.4.2.	Haul & Dispose of Concrete Debris	0.50	LD	\$535.00	\$267.50
143.5	New Catch Basin Top COA 1568	150.00	SF	\$28.00	\$4,200.08
143.5.1	Drill & Dowell Into Existing Sump	12.00	EA	\$50.79	\$609.47
143.5.2	Furnish & Install Rebar	255.00	LB	\$2.77	\$705.87
143.5.3	Form Catch Basin Top/Deck	150.00	SF	\$9.10	\$1,365.52
143.5.4	Place & Finish Concrete	3.95	CY	\$298.85	\$1,180.45
143.5.5	Strip Concrete Forms	150.00	SF	\$2.26	\$338.76
143.6	New Sidewalk Tie-Ins	72.00	SF	\$6.93	\$498.78
143.6.1	Grade for Sidewalk	72.00	SF	\$2.01	\$145.01
143.6.2	FPS - MAG 230 6' Sidewalk (Hand)	72.00	SF	\$4.47	\$321.64
143.6.3	Parkway Grading	12.00	LF	\$1.89	\$22.72
143.6.4	MAG 230 Sidewalk (Unbillable R&R)	0.72	SF	\$13.06	\$9.40
143.7	Patch Asphalt Per Section 1 (5" AC on 12" ABC)	6.00	SY	\$272.06	\$1,632.39
143.7.1	Subgrade Preparation @ 2' Patching @ C&G 5" on 12"	6.00	SY	\$38.84	\$233.06
143.7.2	Place ABC 12"	4.00	TN	\$77.85	\$311.38
143.7.3	Finish ABC 12"	6.00	SY	\$36.59	\$219.56
143.7.4	Place AC 3" 19mm Bottom Mat Hand Patch	1.10	TN	\$330.80	\$363.88
143.7.5	Tack Coat (SS-1h)(1:1)	6.00	SY	\$12.27	\$73.60
143.7.6	Place AC 2" 12.5mm Top Mat (Slow)	1.00	TN	\$357.30	\$357.30
143.7.7	Fog Coat (SS-1h)(1:1)	6.00	SY	\$12.27	\$73.60
144	Allowance #1 - CMU/Fence/Gate Allowance	1.00	EA	\$12,000.00	\$12,000.00
144.1	CMU/Fence/Gate Allowance - Engineering Gate Connection Details, Colors, Finish, Texture	1.00	Eac	\$12,000.00	\$12,000.00
145	Allowance #2 - Subgrade Remediation	1.00	EA	\$80,000.00	\$80,000.00
145.1	Allowance Subgrade Remediation	1.00	LS	\$80,000.00	\$80,000.00
146	Allowance #3 - Construction Manager's Contingency (Article 3.4 D)	1.00	LS	\$125,000.0	\$125,000.00
146.1	Allowance #3 - Construction Manager's Contingency (Article 3.4 D)	1.00	LS	\$125,000.0	\$125,000.00
147	Allowance #4 - Unknown Surface and Subsurface Conditions	1.00	LS	\$40,000.00	\$40,000.00
147.1	Allowance #4 - Unknown Surface and Subsurface Conditions	1.00	LS	\$40,000.00	\$40,000.00

CBS Position Code	Description	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost (Forecast)
148	Allowance #5 - SRP Conversion	1.00	LS	\$20,000.00	\$20,000.00
149	Allowance #11 - Materials Price Increases (Allowance) Pipe, ABC, Asphalt & Concrete	1.00	Eac	\$100,000.0	\$100,000.00
149.1	Materials Price Increases (Allowance) Pipe, ABC, Asphalt & Concrete Pricing Volatility	1.00	Eac	\$100,000.0	\$100,000.00
991					\$2,887,001.42

CITY COUNCIL REPORT

SUBJECT: Ordinance 2046-0822 - Avondale City Code Amendment, Chapter 15, Article I - Relating to Noise

MEETING DATE: 8/22/2022

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police (623) 333-7235

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Public Health and Safety – Changes to Avondale City Code, Chapter 15 (Miscellaneous provisions and offences), are being proposed to reduce excessive loud noise emitted by vehicles.

PURPOSE:

City Council will consider a request to adopt Ordinance 2046-0822, amending Avondale City Code, Chapter 15 (Miscellaneous provisions and offences), Article I (In general) Relating to noise to reduce charges related to excessive loud noise emitted by vehicles authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

With a recent increase of complaints generated by Avondale residents related to loud noise emitted by vehicles, the need to revise and update Avondale City Code, Chapter 15 (Miscellaneous provisions and offences), Article I (In general) arose. This is due to the current wording of the ordinance not being specific enough and not having a measurable noise limit.

DISCUSSION:

As the population of our city continues to grow, so does the volume of traffic within our city streets. The increase of traffic within our city streets has generated an increase in loud noise complaints generated by vehicles. The exhaust system of some of these loud vehicles have been modified in such manner which amplifies or increases the sound levels to a level that often has become a nuisance to Avondale residents.

The proposed changes to the City Code provide a clear expectation that no person shall operate a vehicle that is missing a muffler, is not free of defects which may cause sound level magnification or has been modified in such a manner which will increase or amplify the sound level emitted by the motor of such vehicle above that emitted by a muffler originally installed on the vehicle as manufactured for initial sale.

Additionally, the proposed changes to the City Code provide an alternative enforcement mechanism. The provision now includes measurable noise limit restrictions for motor vehicles in the form of decibel levels.

BUDGET IMPACT:

This item does not impact our budget.

RECOMMENDATION:

Staff recommends that the Council adopts the proposed changes to the Avondale City Code, Chapter 15 (Miscellaneous provisions and offences) Article I (In general) and authorize the Mayor or City Manager, City Attorney or City Clerk to execute the necessary documents.

Contact person for document distribution: Memo Espinoza, Chief of Police

ORDINANCE NO. 2046-0822

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 15 (MISCELLANEOUS PROVISIONS AND OFFENSES), ARTICLE I (IN GENERAL), SECTION 15-11 (NOISE).

SECTION 1. The Avondale City Code, Chapter 15 (Miscellaneous Provisions and Offenses), Article I (In General), Section 15-11 (Noise.) is hereby amended to read as follows:

15-11 - Noise.

...

(c) The following acts, among others, are declared to be loud, disturbing and unnecessary noises and noises in violation of this section, provided, that this enumeration shall not be deemed to be exclusive:

...

(5) ~~Use of vehicles.~~ EXHAUST MODIFICATIONS. ~~The use of any automobile, truck, bus, motorcycle or other vehicle so out of repair, so loaded or in such manner as to create loud and unnecessary grating, grinding, rattling or other noise.~~ OPERATING OR CAUSING TO OPERATE A MOTOR VEHICLE:

(i) WITH AN EXHAUST SYSTEM THAT CONTAINS DEFECTS WHICH CAUSES SOUND LEVEL MAGNIFICATION;

(ii) THAT IS NOT EQUIPPED WITH A MUFFLER; OR

(iii) THAT HAS BEEN MODIFIED IN SUCH A MANNER WHICH AMPLIFIES OR INCREASES THE SOUND LEVEL EMITTED BY THE MOTOR OF SUCH VEHICLE ABOVE THAT EMITTED BY A MUFFLER ORIGINALLY INSTALLED ON THE VEHICLE AS MANUFACTURED FOR INTIAL SALE.

...

(7) ~~Exhaust Discharge~~ USE OF VEHICLE. ~~To discharge into the open air the exhaust of any steam engine, stationary internal combustion engine, motor vehicles or motorboat engine, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.~~ OPERATING EITHER A MOTOR VEHICLE OR COMBINATION OF VEHICLES AT ANY TIME OR UNDER ANY CONDITION OF GRADE, LOAD, ACCELERATION OR DECELERATION IN SUCH A MANNER AS TO EXCEED THE

FOLLOWING NOISE LIMIT OF THE CATEGORY OF MOTOR VEHICLE BASED ON A DISTANCE OF FIFTY (50) FEET FROM THE CENTER OF THE LANE OR TRAVEL WITHIN THE SPEED LIMITS SPECIFIED IN THIS SECTION:

	SPEED LIMIT OF 35 MPH OR LESS	SPEED LIMIT OF MORE THAN 35 MPH
1. ANY MOTOR VEHICLE WITH A MANUFACTURER'S GROSS VEHICLE WEIGHT RATING OF 6,000 POUNDS OR MORE, ANY COMBINATION OF VEHICLES TOWED BY SUCH MOTOR VEHICLE, AND ANY MOTORCYCLE OTHER THAN A MOTOR-DRIVEN CYCLE.	88 DB(A)	92 DB(A)
2. ANY OTHER MOTOR VEHICLE AND ANY COMBINATION OF VEHICLES TOWED BY SUCH MOTOR VEHICLE.	82 DB(A)	86 DB(A)

...

SECTION 3. 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 4. The Mayor, the Acting 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.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 22, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

SUBJECT: Ordinance 2047-0822 - Lower Buckeye Road Annexation

MEETING DATE: 8/22/2022

TO: Mayor and Council

FROM: Jodie Novak, Acting Director, Development Services, (623) 333-4015
Aric Stewart, Acting Director, Engineering Services, (623) 333-4241

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

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 to adopt Ordinance 2047-0822 authorizing the annexation of a portion of Lower Buckeye Road right of way from Avondale Boulevard to 112th Lane and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. Council will take appropriate action.

BACKGROUND:

The proposed right of way annexation includes an area of 7 feet by 33 feet located west of the intersection of Avondale Boulevard and Lower Buckeye Road and an area of 1,130 feet by 70 feet located east of the intersection of Avondale Boulevard and Lower Buckeye Road.

DISCUSSION:

The purpose of the annexation is the City's Traffic Signal Intersection Improvements Project - Avondale Boulevard and Lower Buckeye Road (T0173). This project includes the design and construction of a traffic signal using rectangular cocoa brown double mast arms and poles at the intersection of Avondale Boulevard and Lower Buckeye Road. The design will consider the future addition of travel lanes along Avondale Blvd, and the traffic signal will be placed in its final location.

Since the annexation is county right of way with no other property owners, the annexation may be processed in accordance with ARS 9-471 as noted below:

O. As an alternative to the procedures established in this section, a county right-of-way or roadway may be transferred to an adjacent city or town by mutual consent of the governing bodies of the county and city or town if the property transferred is adjacent to the receiving city or town and if the city or town and county each approve the proposed transfer as a published agenda item at a regular public meeting of their governing bodies. A transfer of property made pursuant to this subsection shall be treated by the receiving city or town as if the transferred property was newly annexed territory.

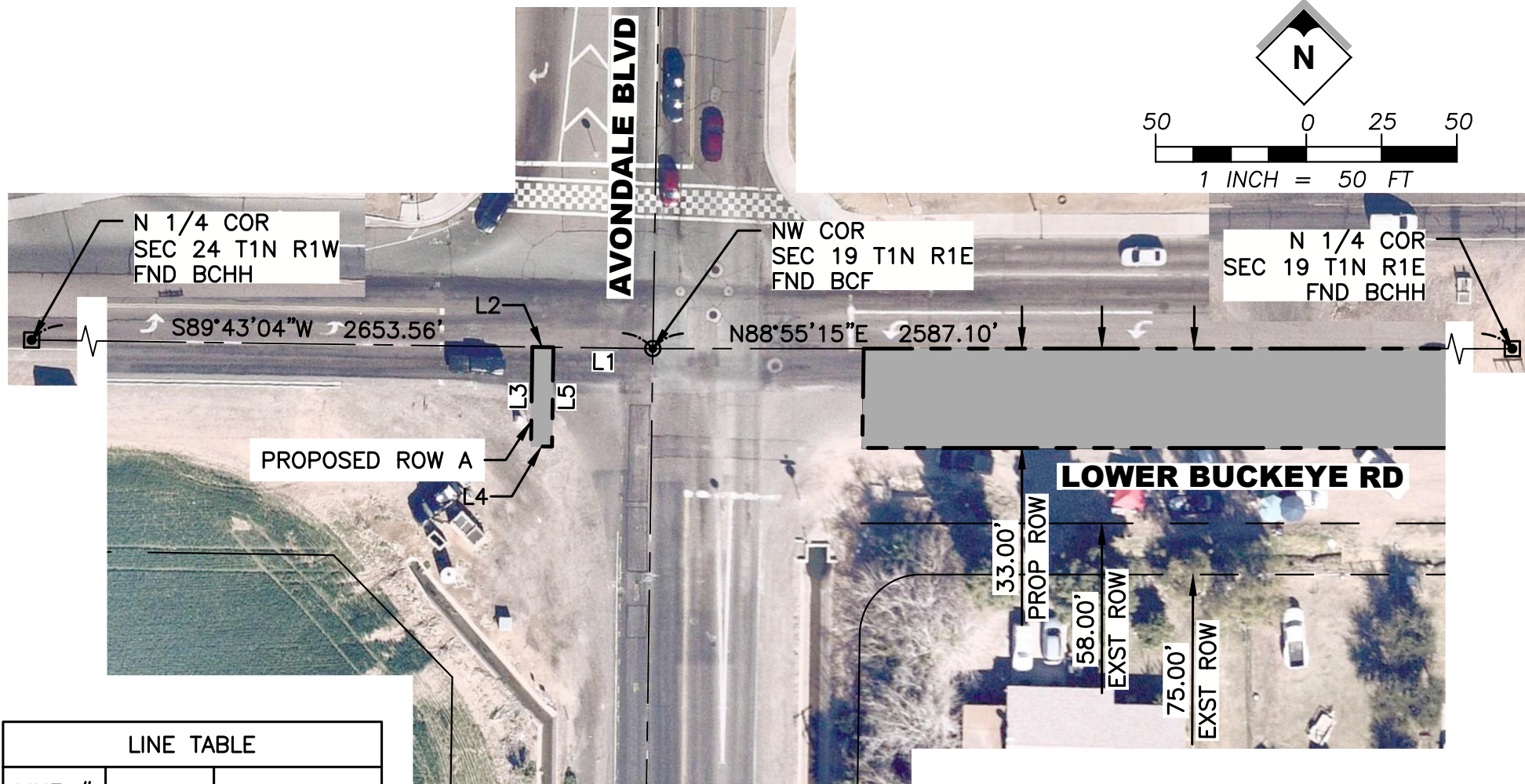
BUDGET IMPACT:

Funding for Project T0173 is included in the FY 22/23 CIP budget which has been approved by City Council. There are no impacts to the budget for the proposed annexation.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the annexation of a portion of Lower Buckeye Road right of way from Avondale Boulevard to 112th Lane and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore



LINE TABLE		
LINE #	LENGTH	BEARING
L1	33.00'	S89°43'04"W
L2	7.00'	S89°43'04"W
L3	33.00'	S0°15'28"E
L4	7.00'	N89°43'04"E
L5	33.00'	N0°15'28"W

LEGEND

- ——— MONUMENT LINE
- ——— EXST RIGHT-OF-WAY LINE
- ——— PROPOSED RIGHT-OF-WAY LINE
- RIGHT-OF-WAY AREA

ABBREVIATIONS

- BCF BRASS CAP FLUSH
- BCHH BRASS CAP IN HAND HOLE
- COR CORNER
- EXST EXISTING
- FND FOUND
- ROW RIGHT-OF-WAY
- SEC SECTION

PROJECT NO: 021-02936

DRAWN BY: JDB

DATE: 11/18/2021

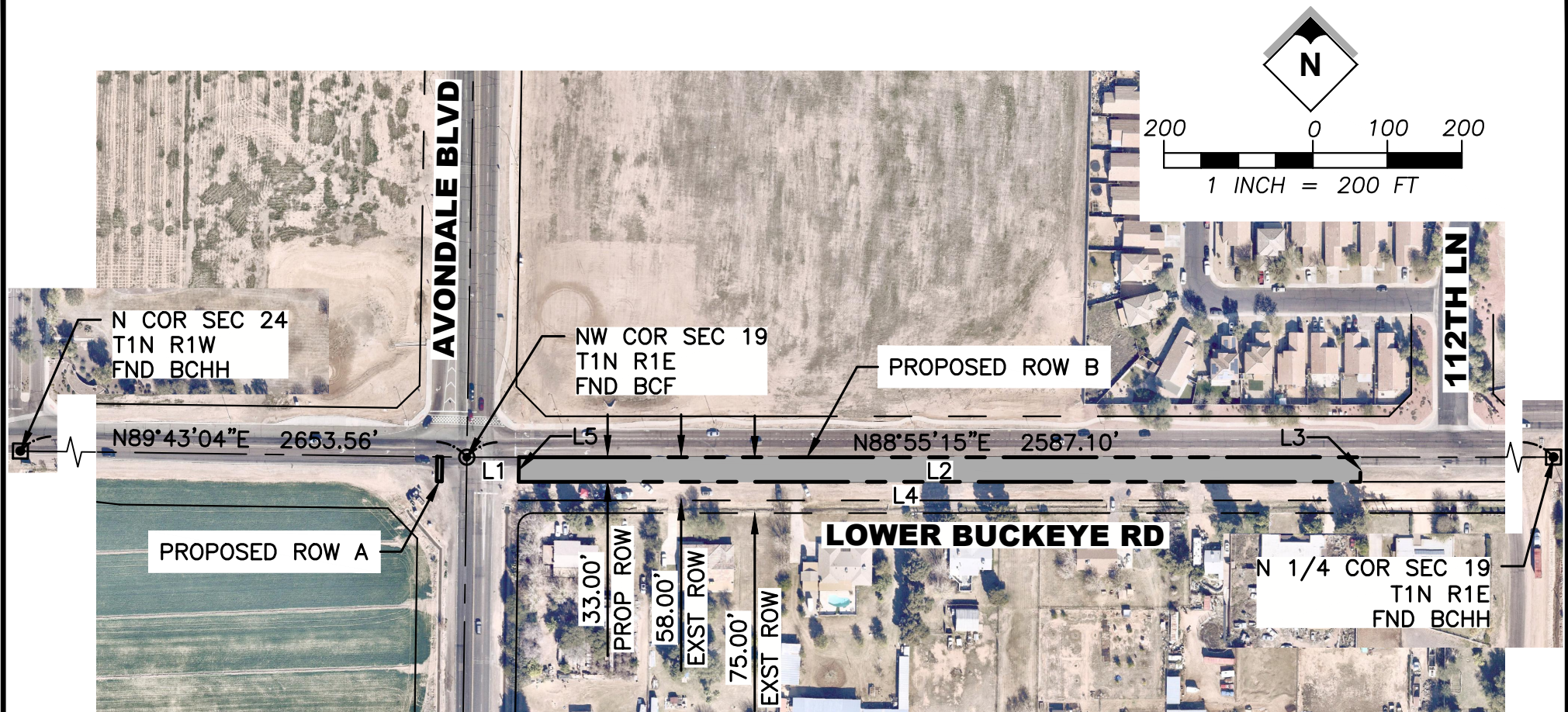
RIGHT-OF-WAY ANNEXATION PARCEL "A"

olsson

6437 W Chandler Blvd
Suite 1
Chandler, AZ 85226
TEL 480.829.6000

EXHIBIT

A



LINE TABLE		
LINE #	LENGTH	BEARING
L1	70.00'	N88°55'15"E
L2	1130.00'	N88°55'15"E
L3	33.00'	S0°15'28"E
L4	1130.00'	S88°55'15"W
L5	33.00'	N0°15'28"W

LEGEND

— — — — —	MONUMENT LINE
- - - - -	EXST RIGHT-OF-WAY LINE
- - - - -	PROPOSED RIGHT-OF-WAY LINE
■	RIGHT-OF-WAY AREA

ABBREVIATIONS

BCF	BRASS CAP FLUSH
BCHH	BRASS CAP IN HAND HOLE
COR	CORNER
EXST	EXISTING
FND	FOUND
ROW	RIGHT-OF-WAY
SEC	SECTION

PROJECT NO: 021-02936

DRAWN BY: JDB

DATE: 11/18/2021

RIGHT-OF-WAY ANNEXATION PARCEL "B"

olsson

6437 W Chandler Blvd
Suite 1
Chandler, AZ 85226
TEL 480.829.6000

EXHIBIT

B

ORDINANCE NO. 2047-0822

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 A PORTION OF LOWER BUCKEYE ROAD FROM AVONDALE BOULEVARD TO 112TH LANE.

WHEREAS, it is the desire of the Council of the City of Avondale (the “City Council”) to annex a portion of Lower Buckeye Road from Avondale Boulevard to 112th Lane consisting of an area approximately 7 feet by 33 feet located west of the intersection of Avondale Boulevard and Lower Buckeye Road and an area approximately 1,130 feet by 70 feet located east of the intersection of Avondale Boulevard and Lower Buckeye Road into the corporate boundaries of the City of Avondale (the “City”) for future traffic signal intersection improvements; and

WHEREAS, ARIZ. REV. STAT. § 9-471(O) allows for the annexation of county right-of-way or roadway containing no taxable real property into an adjacent city if the property to be annexed is adjacent to the city and if the city and the county each approve the proposed annexation as a published agenda item at a regular public meeting of their respective governing bodies; and

WHEREAS, the property proposed for annexation (i) consists of Maricopa County right-of-way or roadway containing no taxable real property and (ii) is adjacent to the City; and

WHEREAS, this Ordinance has been duly posted as an agenda item at a regular meeting of the City Council.

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 right-of-way or roadway in Maricopa County, Arizona, generally located in an area west and east of the intersection of Avondale Boulevard and Lower Buckeye Road (the “Annexation Area”), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby annexed into the corporate boundaries of the City.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of 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 City Clerk is hereby authorized and directed to file, in the Maricopa County Recorder's Office, a fully executed copy of this Ordinance, together with an accurate map of the Annexation Area.

SECTION 5. 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.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 22, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2047-0822

(Map and Legal Description of Annexation Area)

See following pages.

AVONDALE BOULEVARD AND LOWER BUCKEYE ROAD

ANNEXATION DESCRIPTION

The North 33 feet of the West 1200 feet of Lot One (1) of the Northwest Fractional Quarter of Section 19, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

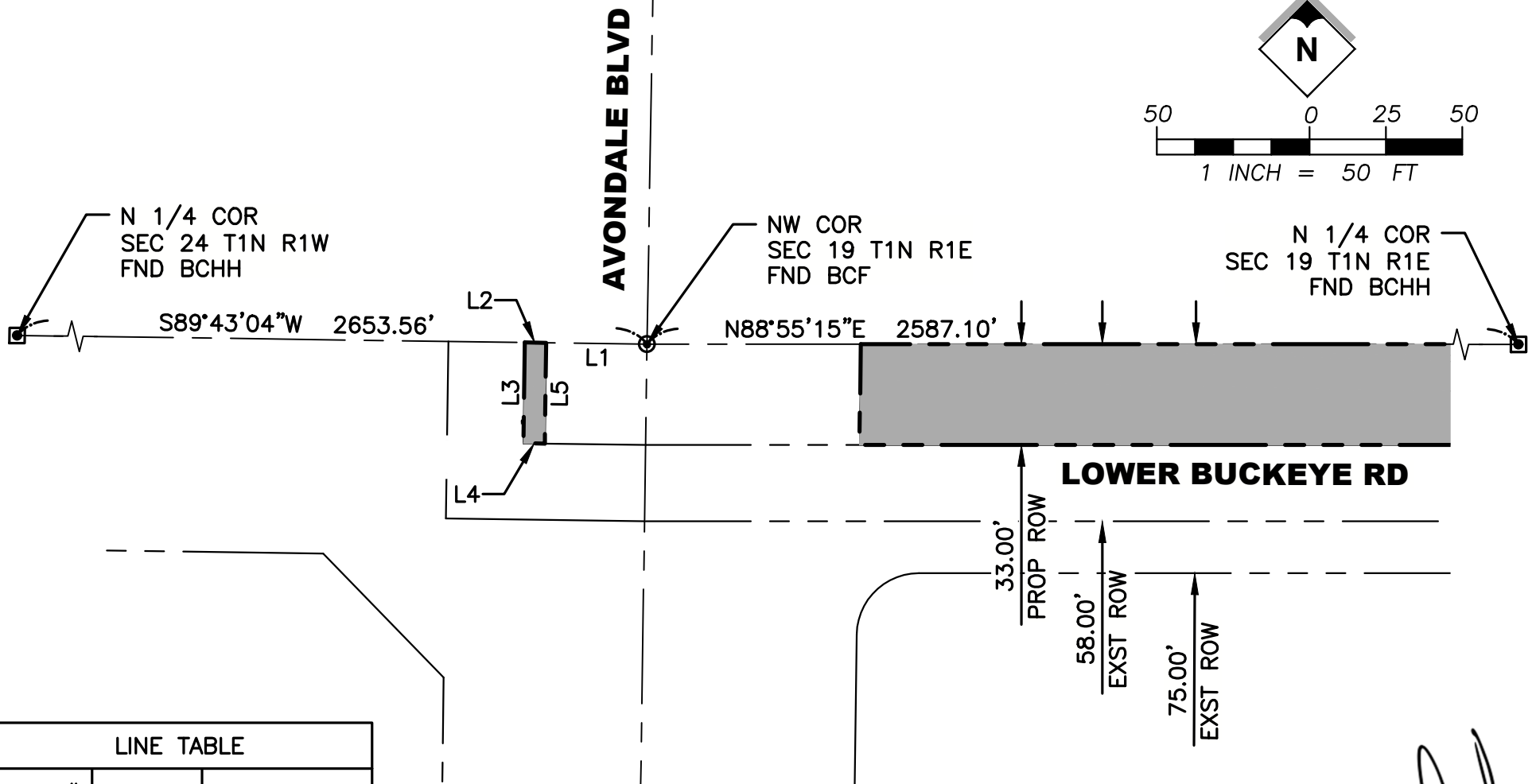
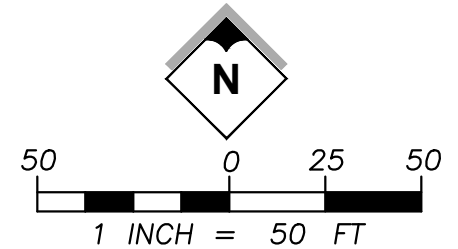
EXCEPT the West 70 feet thereof.

And

The East 40 feet of the North 33 feet of Section 24, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 33 feet thereof.





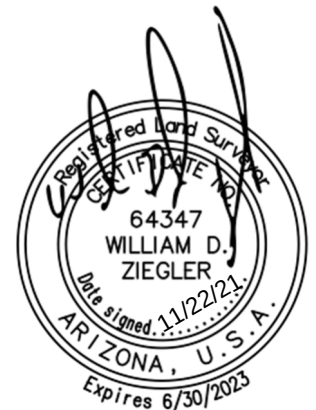
LINE TABLE		
LINE #	LENGTH	BEARING
L1	33.00'	S89°43'04"W
L2	7.00'	S89°43'04"W
L3	33.00'	S0°15'28"E
L4	7.00'	N89°43'04"E
L5	33.00'	N0°15'28"W

LEGEND

- MONUMENT LINE
- EXST RIGHT-OF-WAY LINE
- PROPOSED RIGHT-OF-WAY LINE
- RIGHT-OF-WAY AREA

ABBREVIATIONS

- BCF BRASS CAP FLUSH
- BCHH BRASS CAP IN HAND HOLE
- COR CORNER
- EXST EXISTING
- FND FOUND
- ROW RIGHT-OF-WAY
- SEC SECTION



PROJECT NO: 021-02936

DRAWN BY: JDB

DATE: 11/18/2021

RIGHT-OF-WAY ANNEXATION

olsson **PREMIER**
ENGINEERING CORPORATION

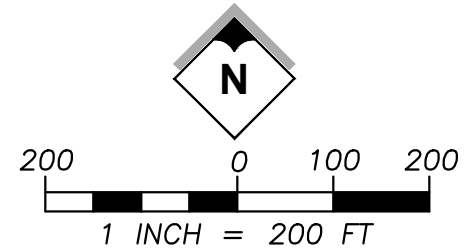
6437 W Chandler Blvd
Chandler, AZ 85226

TEL 480.829.6000

www.olsson.com

EXHIBIT

A



AVONDALE BLVD

112TH LN

N COR SEC 24
T1N R1W
FND BCHH

NW COR SEC 19
T1N R1E
FND BCF

N89°43'04"E 2653.56'

N88°55'15"E 2587.10'

N 1/4 COR SEC 19
T1N R1E
FND BCHH

LOWER BUCKEYE RD

33.00'
PROP ROW
58.00'
EXST ROW
75.00'
EXST ROW

LINE TABLE

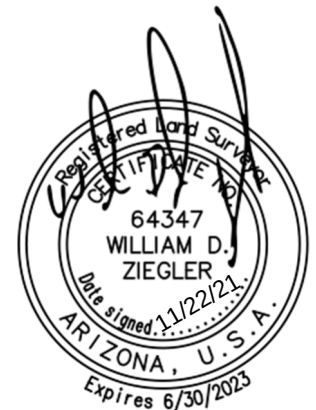
LINE #	LENGTH	BEARING
L1	70.00'	N88°55'15"E
L2	1130.00'	N88°55'15"E
L3	33.00'	S0°15'28"E
L4	1130.00'	S88°55'15"W
L5	33.00'	N0°15'28"W

LEGEND

- MONUMENT LINE
- - - - EXST RIGHT-OF-WAY LINE
- - - - PROPOSED RIGHT-OF-WAY LINE
- RIGHT-OF-WAY AREA

ABBREVIATIONS

- BCF BRASS CAP FLUSH
- BCHH BRASS CAP IN HAND HOLE
- COR CORNER
- EXST EXISTING
- FND FOUND
- ROW RIGHT-OF-WAY
- SEC SECTION



PROJECT NO: 021-02936

DRAWN BY: JDB

DATE: 11/18/2021

**RIGHT-OF-WAY
ANNEXATION**

olsson **PREMIER**
ENGINEERING CORPORATION

6437 W Chandler Blvd
Chandler, AZ 85226

TEL 480.829.6000

www.olsson.com

EXHIBIT

B

CITY COUNCIL REPORT

SUBJECT: Ordinance 2048-0822 - Abandonment of 125th Avenue Right-of-Way

MEETING DATE: 8/22/2022

TO: Mayor and Council

FROM: Jodie Novak, Acting Director, Development Services, (623) 333-4015
Aric Stewart, Acting Director, Engineering Services, (623) 333-4241

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

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 to adopt Ordinance 2048-0822 authorizing the abandonment of 125th Avenue right-of-way generally located west of El Mirage Road and south of Illini Street, and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On March 21, 1988, Maricopa County designated 125th Avenue right of way from Lower Buckeye Road to Broadway Road as recorded in Book 32 Page 61 in the Maricopa County Recorder's Office. This right-of-way was automatically conveyed to the City of Avondale when the City annexed Lakin Ranch through Ordinance Number 1652-518 adopted by Council on May 21, 2018.

DISCUSSION:

The developer of Alamar, Brookfield Lakin LLC, is requesting the City abandon a portion of 125th Avenue right of way so they may move forward with the Alamar Phase 5 final plat. The existing 125th Avenue right of way does not match the proposed alignment of 125th Avenue in the Alamar Phase 5 final plat. Staff has researched the need for this existing right-of-way and has determined the existing right of way may be abandoned and a new right of way alignment for 125th Avenue can be dedicated with the Alamar Phase 5 plat.

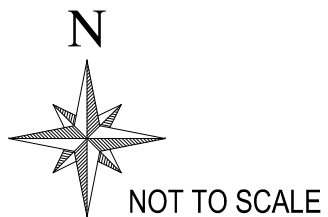
BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the abandonment of 125th Avenue right of way generally located west of El Mirage Road and south of Illini Street, and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore



125TH AVENUE ROADWAY TO BE ABANDONED

ORDINANCE NO. 2048-0822

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ABANDONING A PORTION OF 125TH AVENUE RIGHT-OF-WAY GENERALLY LOCATED BETWEEN LOWER BUCKEYE ROAD AND BROADWAY ROAD.

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, the 125th Avenue Right-of-Way recorded at Book 32, Page 61 in the Office of the Maricopa County Recorder on March 21, 1988 (the “ROW”), was automatically conveyed to the City when the City annexed Lakin Ranch through Ordinance Number 1652-518 adopted by the Council of the City of Avondale (the “City Council”) on May 21, 2018; and

WHEREAS, the City is authorized to vacate and abandon rights-of-way pursuant to ARIZ. REV. STAT. § 9-240(B)(3)(e) and ARIZ. REV. STAT. § 28-7205; and

WHEREAS, the City Council has determined a portion of the ROW, approximately $\pm$ 2.06 acres, is no longer necessary for public use (the “Abandoned ROW”); and

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 for public use and is hereby abandoned to the adjacent property.

SECTION 3. The Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
August 22, 2022.

Kenneth Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2048-0822

[Legal Description and Map of Abandoned ROW]

See following pages.

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

May 19, 2022
WP# 174612.11
Page 1 of 2
See Exhibit "A"

LEGAL DESCRIPTION
Alamar
125th Avenue Right-of-Way Abandonment

A portion of 125th Avenue, recorded in Book 32, page 61, Maricopa County Records (MCR), and Document 1988-0181650, MCR, lying within Section 23, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the southeast corner said Section 23, a 3-inch Maricopa County Department of Transportation (MCDOT) brass cap in handhole, from which the east quarter corner of Section 26, a 3-inch Maricopa County Highway Department (MCHD) brass cap in handhole, bears South 00°07'07" West (basis of bearing), a distance of 2615.86 feet;

THENCE along the south line of said Section 23, South 89°48'22" West, a distance of 1287.82 feet;

THENCE leaving said south line, North 00°11'38" West, a distance of 445.00 feet, to the north right-of-way line of Alamar Boulevard, recorded in Book 1600, page 48, MCR, the east line of said 125th Avenue and the **POINT OF BEGINNING**;

THENCE leaving said east line, along said north right-of-way line, North 90°00'00" West, a distance of 60.01 feet, to the west line of said 125th Avenue;

THENCE leaving said north right-of-way line, along said west line, North 01°00'58" West, a distance of 1519.53 feet, to a point of intersection with a non-tangent curve;

THENCE leaving said west line, easterly along said non-tangent curve to the left, having a radius of 53.64 feet, concave northeasterly, whose radius bears North 65°15'40" East, through a central angle of 77°59'37", a distance of 73.02 feet, to said east line of 125th Street and a point of intersection with a non-tangent line;

THENCE along said east line, South 01°00'58" East, a distance of 1489.65 feet, to the **POINT OF BEGINNING**.

Containing 89,724 square feet or 2.0598 acres, more or less.

Subject to existing right-of-ways and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of July, 2018. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2017\174612.11 Alamar 125th Avenue ROW Abandonment L78 05-19-22.docx



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°11'38"W	445.00'
L2	N90°00'00"W	60.01'
L3	N01°00'58"W	1519.53'
L4	S01°00'58"E	1489.65'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	77°59'37"	53.64'	73.02'

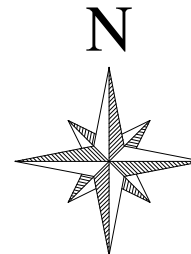
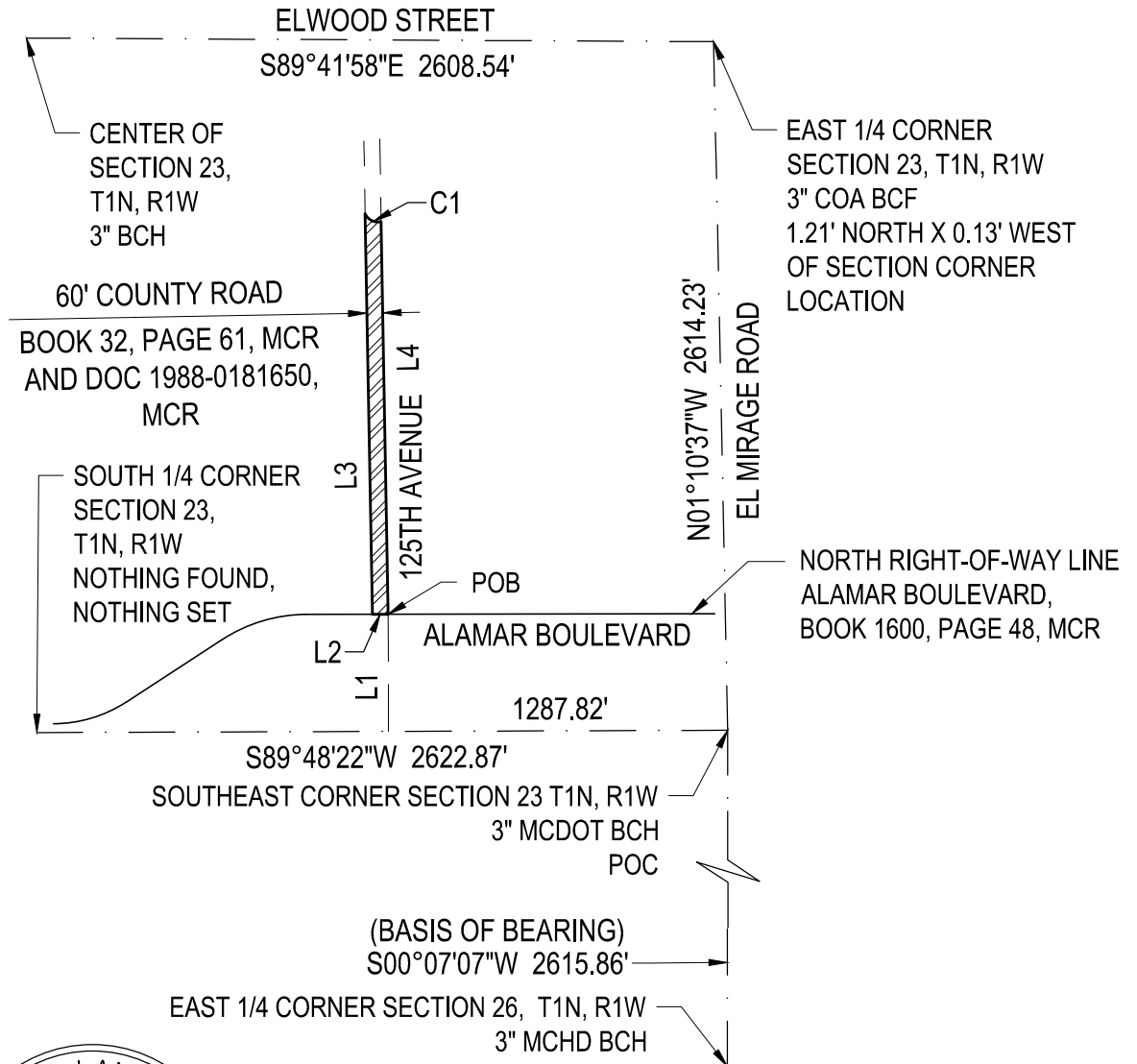


EXHIBIT "A"
 ALAMAR
 125TH AVENUE
 RIGHT-OF-WAY ABANDONMENT
 5/19/2022
 WP# 174612.11
 PAGE 2 OF 2
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L78.dwg

CITY COUNCIL REPORT

SUBJECT: Clearsky Hospital – Minor Land Division - Application PL-22-0041

MEETING DATE: 8/22/2022

TO: Mayor and Council

FROM: Jodie Novak, Acting Director Development Services (623) 333-4015

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

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 Steven Lewis with RPA, on behalf of Danny Banks with Clearsky Health, for approval of a Minor Land Division – Clearsky Hospital located at the southwest corner of McDowell Road and 109th Avenue. The Council will take appropriate action.

BACKGROUND:

The 6.05 acre parcel is zoned Freeway Commercial (C-3).

The existing uses and zoning of the surrounding properties are as follows:

NORTH: Zoning Crystal Gardens Planned Area Development (PAD)

EAST: Zoning Apricus Health Campus Planned Area Development (PAD)

SOUTH: Zoning Agriculture (AG)

WEST: Zoning Maricopa County Zoned C-2

SUMMARY OF REQUEST

The City is requesting approval of a Minor Land Division. The proposed minor land division dedicates approximately 2,819 square feet (0.06 acres) of right-of-way along McDowell Road in order to construct and dedicate a right-hand deceleration lane.

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 June 28, 2022.

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 impacts at this time.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** Application PL-22-0041 Clearsky Hospital Minor Land Division, subject to the following condition of approval:

1. The recorded Minor Land Division shall be in conformance with the Clearsky Hospital Minor Land Division dated June 28, 2022.

PROPOSED MOTION:

I move that City Council **APPROVE** application PL-22-0041, subject to one (1) condition of approval as listed in the staff report.

Contact person for document distribution:

MINOR LAND DIVISION MAP

CLEARSKY REHABILITATION HOSPITAL OF AVONDALE

A PORTION OF THE NORTHEAST QUARTER OF SECTION 6,
TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN,
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }
KNOW ALL MEN BY THESE PRESENTS: AVONDALE IRF, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF MINOR LAND DIVISION OF "CLEARSKY REHABILITATION HOSPITAL OF AVONDALE" A LOT SPLIT OF A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA BEING LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: PUBLISHED THIS LOT SPLIT AS AND FOR THE MINOR LAND DIVISION OF "CLEARSKY REHABILITATION HOSPITAL OF AVONDALE", AND HEREBY DECLARES THAT SAID LOT SPLIT WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ARIZONA LAND DIVISION ACT, AND THAT THE EASEMENTS, RIGHTS, AND INTERESTS IN SAID LOT SPLIT ARE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN EACH RESPECTIVELY ON SAID LOT SPLIT. THE WATER LINE AND PUBLIC UTILITY EASEMENTS AS SHOWN ON SAID MAP ARE HEREBY DEDICATED TO THE WATER LINE AND PUBLIC UTILITY EASEMENTS AS SHOWN ON SAID MAP AND INCLUDED IN THE ABOVE DESCRIBED PREMISES, TO THE CITY OF AVONDALE FOR THE PURPOSES SHOWN HEREON. AVONDALE IRF, LLC HEREBY DEDICATES TO THE CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA, ALL RIGHTS, EASEMENTS, AND INTERESTS IN SAID LOT SPLIT, INCLUDING THE EASEMENTS AS SHOWN ON SAID MAP AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

IN WITNESS WHEREOF,
AVONDALE IRF, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS OWNER, HAS HERE UNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF _____, MARICOPA COUNTY, ARIZONA, THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2022.

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }
BEFORE ME THIS _____ DAY OF _____, 2022,

UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF HERSELF _____, PERSONALLY APPEARED BEFORE ME, THE NOTARY PUBLIC, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH OFFICER, BEING AUTHORIZED TO DO SO, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: _____, 20 _____

NOTARY PUBLIC

PARENT PARCEL LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL OF THAT TRACT AS CONVEYED TO AVONDALE IRF, LLC, A TEXAS LIMITED LIABILITY COMPANY BY DEED OF RECORD IN INSTRUMENT NUMBER 2022-0187990, MARICOPA COUNTY RECORDS, (MCR) AND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 6 (3 INCH CITY OF AVONDALE BRASS CAP IN HANDHOLE) FROM WHICH POINT THE NORTHEAST CORNER OF SECTION 6 BEARS N88°48'15"E A DISTANCE OF 2638.14 FEET;

THENCE N88°48'15"E, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 988.19 FEET;

THENCE S11°14'5"E, ACROSS THE RIGHT-OF-WAY OF McDOWELL ROAD, A DISTANCE OF 64.00 FEET TO A POINT ON THE SOUTH LINE THEREOF BEING THE NORTHEAST CORNER OF THAT TRACT AS CONVEYED TO TRUSTEE OF THE STEAD FAMILY CHARITABLE REMAINDER UNITRUST BY DEED OF RECORD IN INSTRUMENT NUMBER 2021-041486, MCR WITH SAID POINT BEING THE POINT OF BEGINNING;

THENCE N88°48'15"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 355.01 FEET TO THE NORTHEAST CORNER OF SAID AVONDALE IRF, LLC TRACT;

THENCE S9°52'49"E, PARTIALLY ALONG SAID SOUTH RIGHT-OF-WAY LINE AND PARTIALLY ALONG THE REMAINDER OF LOT 3 AS SHOWN ON THE WHOLE LAND DIVISION MAP FOR AVONDALE INTEGRATED MEDICAL SERVICES RECORDED IN BOOK 734, PAGE 34, MCR, A DISTANCE OF 747.25 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE 10 BEING THE SOUTHWEST CORNER OF SAID LOT 3 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIUS BEARS S1°39'24"E;

THENCE 355.08 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT AND NORTH RIGHT-OF-WAY LINE, HAVING A RADIUS OF 7969.44 FEET, A CENTRAL ANGLE OF 2°13'56" AND A CHORD BEARING S87°03'53"W TO THE SOUTHEAST CORNER OF SAID STEAD FAMILY TRACT;

THENCE N05°2'48"W, ALONG THE EAST LINE OF SAID STEAD FAMILY TRACT, A DISTANCE OF 758.04 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - LOT A

A PARCEL OF LAND BEING A PORTION OF THAT TRACT AS CONVEYED TO AVONDALE IRF, LLC, A TEXAS LIMITED LIABILITY COMPANY BY DEED OF RECORD IN INSTRUMENT NUMBER 2022-0187990, MARICOPA COUNTY RECORDS, (MCR) AND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 6 (3 INCH CITY OF AVONDALE BRASS CAP IN HANDHOLE) FROM WHICH POINT THE NORTHEAST CORNER OF SECTION 6 BEARS N88°48'15"E A DISTANCE OF 2638.14 FEET;

THENCE N88°48'15"E, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 988.19 FEET;

THENCE S11°14'5"E, ACROSS THE RIGHT-OF-WAY OF McDOWELL ROAD, A DISTANCE OF 64.00 FEET TO A POINT ON THE SOUTH LINE THEREOF BEING THE NORTHEAST CORNER OF THAT TRACT AS CONVEYED TO TRUSTEE OF THE STEAD FAMILY CHARITABLE REMAINDER UNITRUST BY DEED OF RECORD IN INSTRUMENT NUMBER 2021-041486, MCR WITH SAID POINT BEING THE POINT OF BEGINNING;

THENCE N88°48'15"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 11.89 FEET;

THENCE ACROSS SAID AVONDALE IRF, LLC PARCEL THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) S82°59'54"E A DISTANCE OF 33.71 FEET;

2) N88°48'15"E, ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 128.68 FEET;

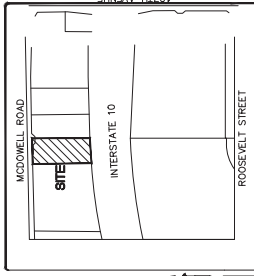
3) S46°11'45"E A DISTANCE OF 35.34 FEET;

4) N88°48'15"E, ALONG A LINE 29.99 FEET SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 128.68 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3 AS SHOWN ON THE WHOLE LAND DIVISION MAP FOR AVONDALE INTEGRATED MEDICAL SERVICES RECORDED IN BOOK 734, PAGE 34, MCR;

THENCE S0°52'49"E, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 717.27 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS S1°39'24"E;

THENCE 355.28 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT AND NORTH RIGHT-OF-WAY LINE, HAVING A RADIUS OF 7969.44 FEET, A CENTRAL ANGLE OF 2°13'56" AND A CHORD BEARING S87°03'53"W TO THE SOUTHWEST CORNER OF SAID STEAD FAMILY TRACT;

THENCE N05°2'48"W, ALONG THE EAST LINE OF SAID STEAD FAMILY TRACT, A DISTANCE OF 758.04 FEET TO THE POINT OF BEGINNING.



VICINITY MAP

NE 1/4, SECTION 6, T1N, R1E

OWNER:

AVONDALE IRF, LLC, A TEXAS LIMITED LIABILITY COMPANY

NOTES

- ALL EASEMENTS WITHIN THE LOCAL COLLECTORS AND ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY THE PROPERTY OWNERS.
- UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY EASEMENTS FOR EASEMENTS AND CONSTRUCTION, WITHIN SUCH LIMITATIONS OF EASEMENTS, SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND LANDSCAPING EASEMENTS.
- ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
- ALL ELECTRIC AND COMMUNICATIONS LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
- NO ALTERATIONS SHALL BE MADE TO THE STORM WATER DRAINAGE SYSTEM OR ANY PART THEREOF.
- NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL ANY OTHER IMPROVEMENTS BE CONSTRUCTED TO THE DRAINAGE FACILITIES THAT ARE A PART OF THE SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
- NO EXISTING BASIN MUST BE REMOVED OR STORED TO BE REMOVED AND INCLUDING VESSEL A FOUR STORM WATER BASIN. OWNER MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.
- AREA MAP NUMBER 040132 21600 (EFFECTIVE REVISED DATE SEPTEMBER 18, 2020), DESIGNATES THE PROPERTY WITHIN FLOOD ZONE 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 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999, 1000.

BASIS OF BEARING

FOR THIS PROJECT IS N88°48'15"E FOR THE NORTH LINE OF THE SECTION 6 BEARS N88°48'15"E A DISTANCE OF 2638.14 FEET OF THE GILA & SALT RIVER MERIDIAN AS CALCULATED FROM A PLSS SUBDIVISION RECORD OF SURVEY MARICOPA COUNTY GEODETIC SURVEY RECORDED IN BOOK 699, PAGE 26, MARICOPA COUNTY RECORDS.

APPROVALS AND ACCEPTANCE

OF DEDICATION

PLAT APPROVED AND DEDICATED RIGHT-OF-WAY AND EASEMENTS ACCEPTED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA

THIS _____ DAY OF _____, 2022

MAYOR _____ DATE _____

ATTEST, CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

NO.	BY	DATE	REASON	APPR.	DATE
-	-	-	-	-	-
COVER SHEET					
CLEARSKY REHABILITATION HOSPITAL OF AVONDALE					
DESIGNED	DRAWN	ACQ.	CHECKED	DATE	SHEET NO.
DATE	DATE	DATE	DATE	DATE	1 OF 2

SURVEYOR'S CERTIFICATION

I, TROY A. RAY, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA AND THAT THE SURVEY SHOWN HEREON WAS COMPLETED UNDER MY DIRECT SUPERVISION DURING THE TIME PERIOD INDICATED ON THIS MAP. I HAVE REVIEWED THE MAP FOR KNOWLEDGE AND BELIEF AND THE MONUMENTS SHOWN ACTUALLY EXIST.

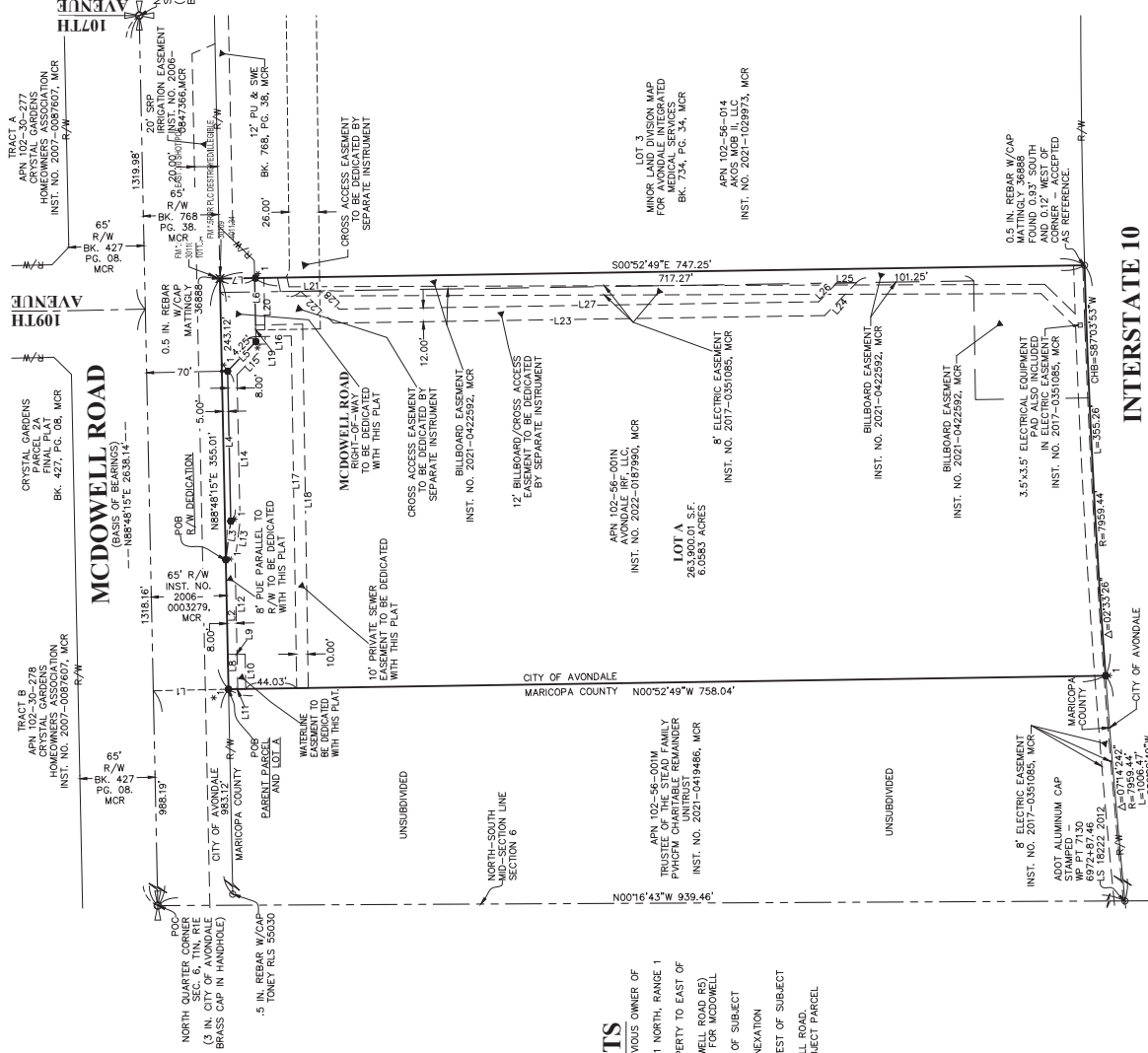


TROY A. RAY, RLS 10000

MINOR LAND DIVISION MAP CLEARSKY REHABILITATION HOSPITAL OF AVONDALE

STREET CLASSIFICATION	ROW DEDICATION	
	SF	AC
LOCAL	-	-
COLLECTOR	-	-
ARTERIAL	2819.13	0.06

LINE	BEARING	LENGTH
L1	N111°45'W	65.00'
L2	N88°48'15"E	111.89'
L3	S82°39'54"E	33.71'
L4	N88°48'15"E	129.68'
L5	S46°11'45"E	35.34'
L6	N88°48'15"E	40.70'
L7	N052°49'W	29.99'
L8	N88°48'15"E	30.12'
L9	S027°36'E	15.05'
L10	S89°04'44"W	30.01'
L11	N052°49'W	14.90'
L12	S88°48'15"W	111.33'
L13	S82°39'54"E	33.71'
L14	S88°48'15"W	126.97'
L15	N46°11'45"W	35.34'
L16	N111°45'W	30.62'
L17	N89°07'11"E	304.47'
L18	N89°07'11"E	314.53'
L19	N88°48'15"E	10.00'
L20	S88°48'15"W	58.22'
L21	N052°49'W	16.97'
L22	N89°07'50"E	44.87'
L23	N052°49'W	424.33'
L24	N45°52'49"W	39.60'
L25	N052°49'W	16.97'
L26	N45°52'49"W	22.63'
L27	N052°49'W	414.39'
L28	S44°07'11"W	22.63'



LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- FOUND MONUMENT AS NOTED
- SET 0.5 IN. REBAR WITH CAP RLS 33688
- INCHES (DIAMETER)
- REGISTERED LAND SURVEYOR
- APN
- ASSESSOR'S PARCEL NUMBER
- MGR
- MARICOPA COUNTY RECORDER
- INST. NO. INSTRUMENT NUMBER FOR DOCUMENT RECORDING
- BK.###
- BOOK & PAGE FOR MAP RECORDING
- PG.##
- R/W
- RIGHT-OF-WAY
- PUE
- PUBLIC UTILITY EASEMENT
- PUE
- PUBLIC UTILITY AND SIDEWALK EASEMENT

SUPPORTING DOCUMENTS

- R1) INST. NO. 2021-1044893, MCR - VESTING DEED FOR PREVIOUS OWNER OF SUBJECT PARCEL.
- R2) BK. 699, PG. 26, MCR - GDACS SURVEY FOR TOWNSHIP 1 NORTH, RANGE 1 EAST, RANGE 1 EAST.
- R3) BK. 724, PG. 34, MCR - MINOR LAND DIVISION FOR PROPERTY TO EAST OF SUBJECT PARCEL.
- R4) BK. 724, PG. 34, MCR - MAP OF DEDICATION FOR MCDOWELL ROAD (RS).
- R5) INST. NO. 2006-0003279, MCR - RIGHT-OF-WAY DEDICATION FOR MCDOWELL ROAD.
- R6) INST. NO. 2021-1029973, MCR - DEED FOR LOT 3 EAST OF SUBJECT PARCEL.
- R7) INST. NO. 1984-0484328, MCR - CITY OF AVONDALE ANNEXATION DOCUMENT.
- R8) INST. NO. 2021-1049486, MCR - DEED FOR PROPERTY WEST OF SUBJECT PARCEL.
- R9) BK. 427, PG. 08, MCR - FINAL PLAT NORTH OF MCDOWELL ROAD.
- R10) INST. NO. 2022-0187990, MCR - VESTING DEED FOR SUBJECT PARCEL.

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PLAN SHEET

CLEARSKY REHABILITATION
HOSPITAL OF AVONDALE

DESIGNED	DRAWN	CHECKED	DATE	TITLE	SHEET
3/30/22	6/28/22	6/28/22	6/28/22	MLD1	2 of 2

CITY COUNCIL REPORT

SUBJECT: Encore Avondale – Final Plat - Application PL-22-0088

MEETING DATE: 8/22/2022

TO: Mayor and Council

FROM: Jodie Novak, Acting Director Development Services (623) 333-4015

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

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 Jason Morris with Withey Morris PLC, on behalf of EMF Avondale LLC, for approval of a Final Plat – Encore Avondale located at the southeast corner of Park Avenue and Roosevelt Street. The Council will take appropriate action.

BACKGROUND:

The 9.52-acre parcel is zoned The BLVDD Park Avenue District and Residential District.

The existing uses and zoning of the surrounding properties are as follows:

NORTH: Zoning The BLVDD Gateway District

EAST: Zoning The BLVDD Park Avenue District

SOUTH: Zoning The BLVDD Park Avenue District and Waterford Square Planned Area Development

WEST: Zoning The BLVDD Park Avenue District

SUMMARY OF REQUEST

The City is requesting approval of a Final Plat. The proposed Final Plat combines Tract 1 (previously owned by the City), an area of right-of-way which was abandoned by the City in December of 2021, and private property which has been owned by the developer. The plat also dedicates approximately 23,971 square feet (0.55 acres) of right-of-way along Roosevelt Street in order to construct roadway improvements.

ANALYSIS

- The proposed Final Plat 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 Final Plat 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 Final Plat will dedicate right-of-way and easements necessary to serve the future

development of the property.

- Approval of the Final Plat conforms to the boundaries of the Final Plat Map dated June 8, 2022.

DISCUSSION:

The proposed Final Plat 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 impacts at this time.

RECOMMENDATION:

Staff recommends City Council **APPROVE** Application PL-22-0088 Encore Avondale Final Plat, subject to the following condition of approval:

1. The recorded Final Plat shall be in conformance with the Encore Avondale Final Plat dated June 8, 2022.

PROPOSED MOTION:

I move that City Council **APPROVE** application PL-22-0088, subject to one (1) condition of approval as listed in the staff report.

Contact person for document distribution:

LEGEND

- FOUND BRASS CAP OR AS NOTED
- FOUND 1/2" REBAR AT PROPERTY CORNER OR AS NOTED
- SET 1/2" IRON BAR & CAP, L.S. 25000 OR AS NOTED, TO BE SET AT COMPLETION OF MASS GRADING
- NOTHING FOUND, NOTHING SET
- PROPERTY LINE LOT CORNER SET 1/2" WITH CAP
- SUBDIVISION BOUNDARY LINE
- PUBLIC UTILITY EASEMENT
- PK NAIL A CONCRETE NAIL MADE BY PARKER WELDON
- R/W RIGHT-OF-WAY

ARC TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	Δ=45°45'37"	184.00	154.94
C2	Δ=45°45'37"	106.00	84.65

LINE TABLE			
NO.	BEARING	LENGTH	
L1	N. 07°07'44" W	50.07	
L2	N. 89°03'51" E	50.07	
L3	N. 45°02'01" E	53.63	
L4	N. 07°02'44" W	16.70	
L5	N. 07°02'44" W	51.02	
L6	N. 89°03'51" E	25.07	
L7	N. 07°02'44" W	45.00	
L8	N. 07°56'51" W	45.00	

STREET CLASSIFICATION		R.O.W. DEDICATION	
		S.F.	A.C.
LOCAL		23,971.19	0.55
COLLECTOR			
ARTERIAL			

VILLAGE AT THE BLVD, LLC
APN: 102-57-286

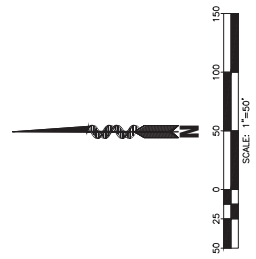
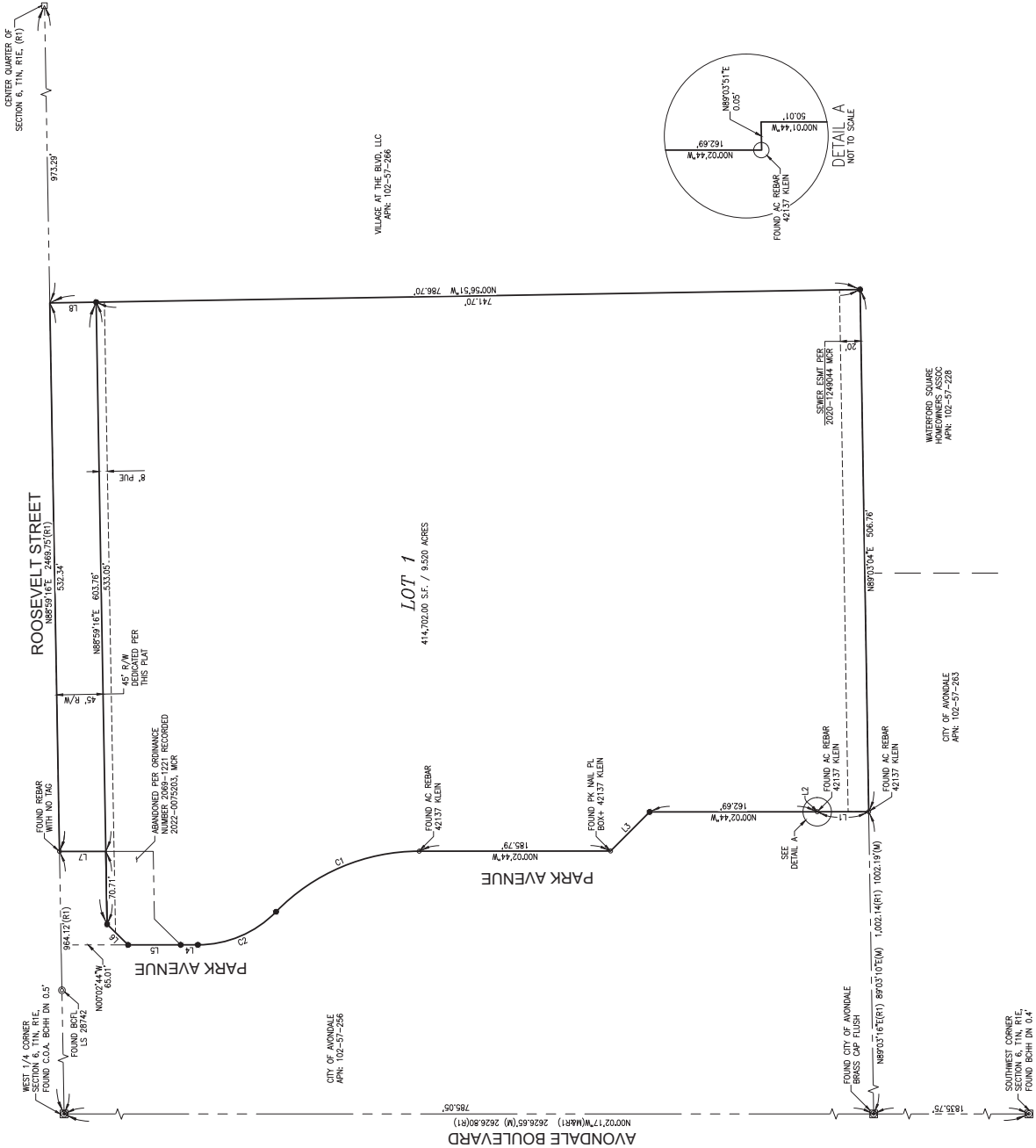
LOT 1
414,702.00 S.F. / 9.520 ACRES

CITY OF AVONDALE
APN: 102-57-268

WATERFORD SQUARE
HOMEOWNERS ASSOC
APN: 102-57-228

CITY OF AVONDALE
APN: 102-57-263

SOUTHWEST CORNER
SECTION 8, T1N, R1E,
FOUND DOWN BN. 0.4



Helix Engineering, LLC
Engineering Surveying Consulting
3240 E Union Hills
Suite 112
Phoenix, AZ 85020
(602) 998-2816
www.helix.com

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Consult Arizona 811 at least two full working days prior. Failure may begin excavation.
ARIZONA811
Call 811 or visit arizona811.com

REVISIONS	
NO.	DATE

PROJECT NAME	

FINAL PLAT
PROJECT ADDRESS
ROOSEVELT STREET &
N PARK AVENUE
AVONDALE, AZ 85323

PROJECT AREA
ROOSEVELT & AVONDALE
HELIX JOB NUMBER
584
IN VOICE
DRAIN BY
TOS
CHECKED BY
MAT

SHEET TITLE
A FINAL PLAT FOR A
CONVERTED LOT SEC. 6
T1N, R1E, G. & S.R.B. & M.
SHEET
2 OF 2

PLAT SCALE: 1" = 247.26', 1:22 @ 11"x17"

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2049-0822 - Rezone for Fairway Residences - Planned Area Development (PAD) - Application PL-22-0068

MEETING DATE: 8/22/2022

TO: Mayor and Council

FROM: Jodie Novak, Acting Director, Development Services, (623) 333-4015

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

STRATEGIC PLAN:

Strategic Outcome Area: Creative and Sustainable Community 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 2049-0822, approving a request by Ms. Carolyn Oberholtzer of Bergin, Frakes, Smalley & Oberholtzer, PLLC, on behalf of HAM Fairway, LLC / FWVB, LLC, to rezone approximately 15.75 gross acres (14.17 net acres) at the southwest corner of Fairway Drive and Van Buren Street and authorize the Mayor, Acting City Manager, City Attorney and City Clerk to execute the necessary documents. A portion of the site is currently zoned R1-6 and the remaining portion is zoned Coldwater Springs PAD. The proposal will change the zoning of both properties to Fairway Residences PAD. The proposed Rezone will allow for a 286-unit multi-family residential project. The Council will take appropriate action.

BACKGROUND:

This proposed request involves two parcels located at the southwest corner of Fairway Drive and Van Buren Street. The property is currently unaddressed and is identified by the Maricopa County Assessor's Office as Parcel Numbers 500-29-007 and 500-27-014.

Assessor's Parcel Number 500-29-007, at the immediate southwest corner of Fairway Drive and Van Buren Street, is approximately 8.06 net acres in size. The parcel is zoned Coldwater Springs PAD and originally allowed C-2 uses; however, a PAD Amendment in 2010 modified this to a limited selection of commercial and office uses to include assisted living facilities. At the time of the amendment, it was expected that a 192-unit assisted living facility would be constructed on this parcel. Following approval of the amendment, no Site Plan application was submitted for the assisted living facility, and the lot has remained undeveloped.

Assessor's Parcel Number 500-27-014 is approximately 6.45 net acres in size, is zoned R1-6, and is undeveloped. The parcel is owned by the City of Avondale and is located immediately east and south of the new Avondale Fire Station #175.

A third parcel, Assessor's Parcel Number 500-27-011, is approximately 0.12 acres in size and is situated between the above two parcels. This parcel is zoned R1-6 and is occupied by a City well. The zoning and use

of this parcel will remain unchanged; however, a Re-Plat application will be filed to increase the size of the well parcel and make it more accessible from Van Buren Street, as well as to combine the two parcels that will be developed with apartments into one parcel. Once the Re-Plat is finalized, the apartment site will comprise approximately 14.17 net acres, while the well site will be approximately 0.46 acres and will offer direct access from Van Buren Street instead of access via easement across 500-27-014, as it does currently.

The General Plan Land Use Designation of the above parcels is High-Density Residential in the Avondale General Plan 2030 ("General Plan"). The High-Density Residential designation is intended for developments of 12 to 30 dwelling units per acre, with a target density of 12 units per acre. Dwellings in this designation are characterized by an emphasis on shared or common open space over private open space, access to transit and other multi-modal amenities, and a village environment with easy access to businesses, services, and recreation.

The existing uses and zoning of surrounding properties include:

NORTH: Zoned Avondale Commerce Center PAD and Coldwater Depot III PAD; General Plan Designations are Education and Business Park. Land uses include a charter school and a commerce park.

EAST: Zoned Coldwater Springs PAD; General Plan Designation is High Density Residential. Land uses include a charter high school (currently under construction) and an apartment complex.

SOUTH: Zoned Coldwater Springs PAD; General Plan Designation is Medium Density Residential. Land use is a single-family residential development.

WEST: Zoned Single Family Residential (R1-6); General Plan Designation is High Density Residential. Land uses include City facilities; a fire station and Water Resources yard.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Rezone of the site from a combination of R1-6 and Coldwater Springs PAD zoning, to Fairway Residences PAD zoning with underlying R-4 zoning. The proposed Rezone will allow for a 286-unit multi-family residential project on approximately 14.17 net acres.

PUBLIC PARTICIPATION:

A Neighborhood Meeting to discuss the proposal with neighboring property owners and other interested parties was held on May 17, 2022 via Zoom. All notices of the meeting were completed at least fifteen days prior to the meeting as required and met notification requirements.

Several members of the community and one member of the City Council attended the Neighborhood Meeting, in addition to City staff and the applicant team. Participants were concerned about increased traffic in the area, especially on Fairway Drive within the Coldwater Springs development. They also stated that motorists sometimes get lost within Coldwater Springs or use local streets as pick-up zones for schoolchildren and expected these issues would worsen as the result of the project. The applicant was asked whether a deceleration lane would be added on southbound Fairway Drive for the resident-only entrance; and the applicant responded that this option was evaluated in the project's traffic statement but determined not to be necessary. The applicant also noted that the traffic statement concludes that the project site would generate a much higher number of trips if developed for commercial uses than for the proposed multi-family residential development. Additional topics discussed during the meeting included affordable versus market-rate housing, landscape buffers and walls along the south boundary of the project site, and the possibility of an alternative land use such as a grocery store. The applicants stated that the proposed units would be market-rate, that the existing wall along the south boundary is what is shown on the project's site plan, that trees in the landscape buffer along the south boundary could be selected and located so as not to impact properties to the south, and that commercial development such as a grocery store often follows residential growth.

As of the writing of this staff report, three phone calls and two emails have been received in response to public notifications for the Neighborhood Meeting, the Planning Commission and City Council meetings. All commenters are residents of the Coldwater Springs development to the south of the project site, and all comments expressed disapproval of the project and a desire to keep the existing zoning. Concerns mentioned in these comments include traffic congestion and parking conflicts, changes to the socioeconomic balance of the neighborhood, and the potential for water shortages in the future.

Additionally, twenty-five anonymous comments have been received through the aVoice/Polco web platform. Four of these comments expressed approval for the project, though one of these four comments stated that the City needs to ensure that strict architectural guidelines are in place to ensure a uniform aesthetic. The remaining comments received on this project expressed disapproval, citing concerns such as traffic congestion and safety on Van Buren and Fairway, the prevalence of rental apartments over for-sale townhomes and condominiums in the City, costs for constructing new schools to accommodate additional students, a desire for alternate land uses on the site (such as a park or grocery store), availability of water in the City and beyond, and potential changes to the character of the neighborhood.

PLANNING COMMISSION ACTION:

On July 20, 2022, the Planning Commission conducted a public hearing on the project. The Commission asked about the traffic statement that had been prepared for the project, and the applicant's representative provided a summary of the statement's findings explained that a commercial development on this site would generate more trips than the proposed multi-family residential development. Additional topics of discussion included the proposed percentage of open space for the project and whether rental units are disproportionately represented in Avondale when compared to for-sale products such as townhomes and condominiums. Staff explained that the open space was reduced slightly below the typical requirement of 20% in order to create space for a vehicle turnaround at the gated entry on Fairway Drive, and confirmed that there are more apartment projects in the entitlement pipeline or under construction than townhome or condominium projects at this time. The Commission voted 3-1 to recommend approval of the proposed PAD Amendment, subject to the recommended conditions.

ANALYSIS:

Conformance with the General Plan

The General Plan designation for the property is High Density Residential, which allows densities between 12 and 30 units per acre. The Rezone request will allow for a multi-family residential project with a density of 20.18 units per acre. Therefore, the request meets the intent of the High Density Residential land use designation and is in conformance with the General Plan.

Permitted Uses

The subject property is currently zoned R1-6 (for single-family residential development) and Coldwater Springs PAD (for commercial or office development). The proposed Rezone will change the zoning of the entire site to Fairway Residences PAD with underlying R-4 zoning to allow a multi-family residential development with a density of 20.18 units per acre. This density is compatible with R-4 standards, which allow densities up to 30 units per acre.

Development Standards

The proposed front, side, and rear yard minimum setbacks are consistent with the R-4 zoning district, with no deviations requested, except that the project requests a zero-foot setback from the City well site. Per the City of Avondale Zoning Ordinance, multi-family buildings two stories or greater in height must be located at least 75 feet from any single-family residential area or zoning district. No two-story or three-story buildings will be located within 75 feet of the southern property line of the development site, which abuts a single-family neighborhood within Coldwater Springs. The only structures within this setback will be single-story garage canopies and trash enclosures.

The proposed lot width, lot depth, maximum building height, and maximum lot coverage are consistent with the R-4 zoning district.

The City of Avondale Multi-Family Residential Design Manual requires a multi-family residential project to devote at least 20% of its site area to usable open space, and to provide at least 80 square feet of private open space for each unit. The project proposes to dedicate 19.8% of the site to usable open space and to provide an average of 100 square feet of private open space per unit (in other words, some units may have less than 80 square feet but others may have more, bringing the average to at least 100 square feet). The applicant's justification for the first deviation is that constraints such as the well site and the project's circulation design, including a vehicle turnaround outside the Fairway entrance gate as requested by staff,

allow for slightly less usable space than is typically required. Furthermore, the quality of the shared amenities to include a clubhouse, pool and spa, outdoor kitchen, putting green, sport courts, play structures, dog park, and a looped walking trail will help to compensate for some residents receiving less than 80 square feet of private space.

Parking

The Zoning Ordinance requires 481 parking spaces for residents and 57 for guests for this project, for a total of 538 spaces. The project will provide 539 spaces and therefore will exceed the minimum required.

Per the City of Avondale Multi-Family Residential Design Manual, a minimum of 25% of required parking (excluding guest spaces) should be in garage form. The project will provide 80 garages, which is 16.6% of its required resident parking. Consistent with the provisions of the Design Manual, many of these will be tuck-under garages below carriage units. Standalone garages will be limited to five buildings, each of which will contain eight garages to limit the length of said buildings.

Per the City of Avondale Zoning Ordinance, multi-family residential projects are required to provide at least one assigned, covered space per unit. Though the 80 garages in this development will be assigned to specific units, all 459 surface spaces will be unassigned, so units without garages will not have assigned parking. However, 282 of the surface spaces will be covered. When combined with the 80 garages, a total of 362 spaces will be sheltered in some form.

Per the Avondale Zoning Ordinance, multi-family residential developments are required to install electric vehicle (EV) chargers in 4% of resident spaces and 1% of guest spaces, while 16% of resident spaces and 3% of guest spaces must be EV-capable for future installation. As an alternative to the requirement, the project will install chargers in eight of the surface spaces, while 20 surface spaces and all 80 garages will be EV-capable.

Landscaping

Landscaping on the site will adhere to the Zoning Ordinance's landscaping requirements, with the following deviation: instead of a minimum of 1.5 trees per unit, the proposal will require a minimum of 1.5 trees per ground-level unit. Adherence to landscape requirements will ensure that significant landscape areas, tree sizes, and plant quantities are provided throughout the site. This includes a minimum 15-foot landscape buffer along the southern boundary of the project site, to provide separation between the new multi-family residential development and the existing single-family residential development to the south.

Streets

The development will have one primary access point from Van Buren Street that will allow three-quarters ($\frac{3}{4}$) movement for right-in, right-out, and left-in turns. A secondary gated access will be provided on Fairway Drive for residents only, no guest access, and will include a vehicle turnaround area. Pedestrian connections to Van Buren Street and Fairway Drive will be provided from within the development. Street improvements on Van Buren Street to facilitate access to the project will be completed with the development. No additional improvements to Fairway Drive are contemplated.

Certificates of Adequate School Facilities

Certificates of Adequate School Facilities have been signed by Littleton Elementary School District (LESD) and Tolleson Union High School District (TUHSD) and are attached to this staff report. The LESD certificate indicates that the district does not have adequate capacity to accommodate the estimated enrollment from the proposed development. After this certificate was signed, the developer consulted with LESD on a donation agreement to mitigate school impacts related to the development. This agreement will be executed once the developer closes on their purchase of the property.

DISCUSSION:

Staff recommends approval of the Rezone request for the following reasons:

1. The proposed Rezone from R1-6 and Coldwater Springs PAD to Fairway Residences PAD is in conformance with the General Plan designation of High Density Residential.

2. The proposed Rezone is in conformance with the Multi-Family Residential Design Manual as amended in the PAD.
3. The proposed Rezone will result in compatible land use relationships. Building heights and most setbacks will be consistent with R-4 development standards, and buildings two or more stories in height will maintain a minimum 75-foot setback from the single-family residential development to the south. Sufficient parking to meet the project's minimum requirement will be provided. The primary entrance and exit point for the development site will be from Van Buren Street, and Fairway Drive will provide only a secondary, resident-only entrance/exit.
4. Adequate public infrastructure to support the proposed development either currently exists or will be constructed by the developer.
5. The proposed land use will contribute to Avondale's stock of rental housing units.
6. 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.

Following Planning Commission approval of the case, Staff is recommending one additional condition (Condition #1) related to being in conformance with the applicant's submitted PAD narrative.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

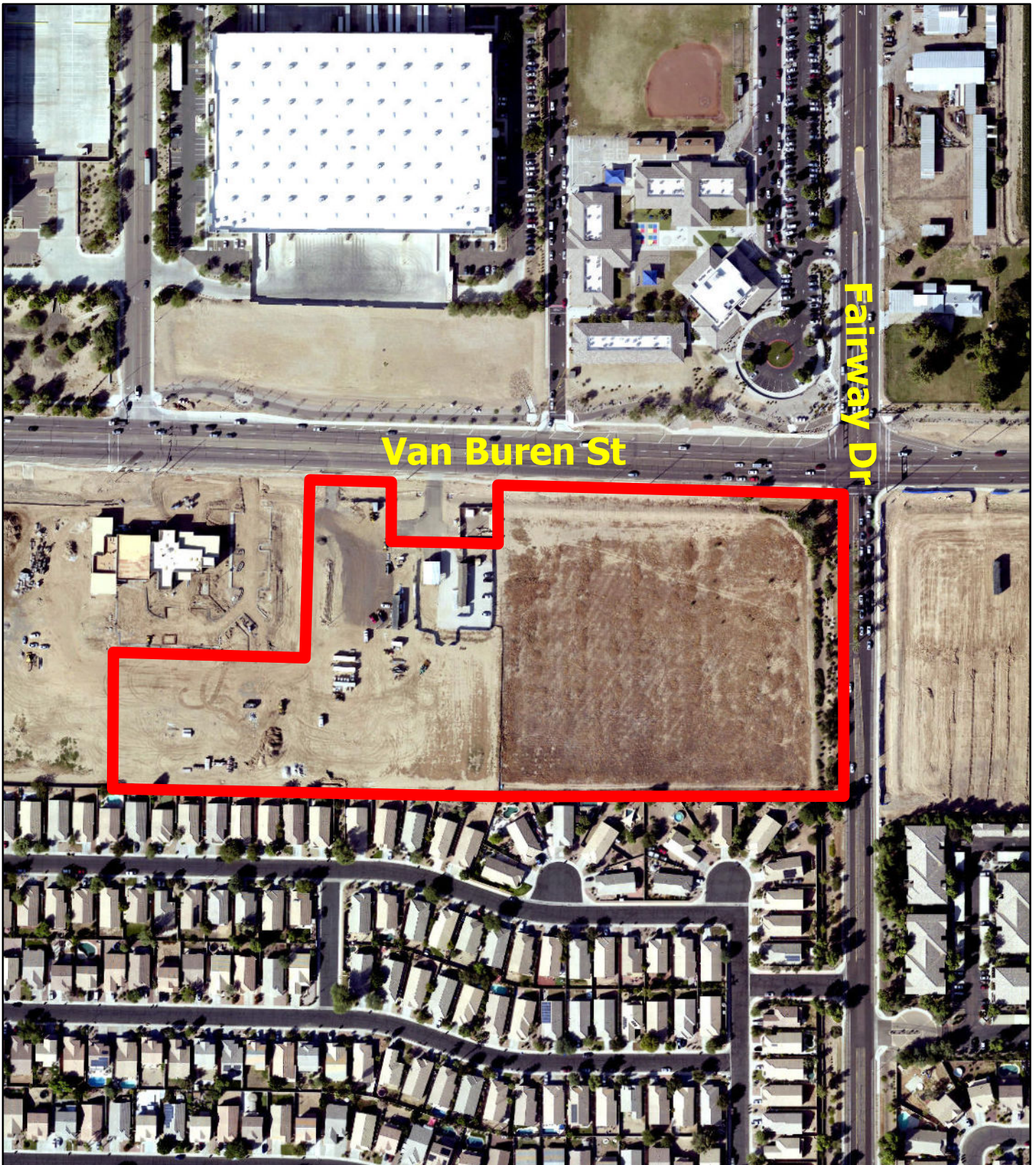
City Council will conduct a public hearing and **ADOPT** an Ordinance approving Application PL-22-0068, a request to Rezone approximately 14.17 acres from R1-6 and Coldwater Springs Planned Area Development (PAD) to Fairway Residences Planned Area Development (PAD R-4), subject to the following six (6) conditions of approval:

1. Development shall substantially conform to the Fairway Residences PAD Narrative electronically dated June 14, 2022, except as modified by these conditions.
2. Power lines less than 69 kV adjacent to the property shall be converted underground in the first phase of development.
3. Prior to issuance of any construction permits for the project, a Re-Plat shall be approved and recorded to combine the two parcels to be developed and to modify the boundaries of the City well site.
4. All off-site improvements shall be completed 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. The development shall be designed and constructed in accordance with the City of Avondale General Engineering Requirements (GER) 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** an Ordinance approving Application PL-22-0068 Fairway Residences PAD, a request to Rezone approximately 14.17 acres from R1-6 and Coldwater Springs Planned Area Development (PAD) to Fairway Residences Planned Area Development (PAD), subject to the six (6) conditions of approval as listed in the staff report.

Contact person for document distribution: Ann Dolmage

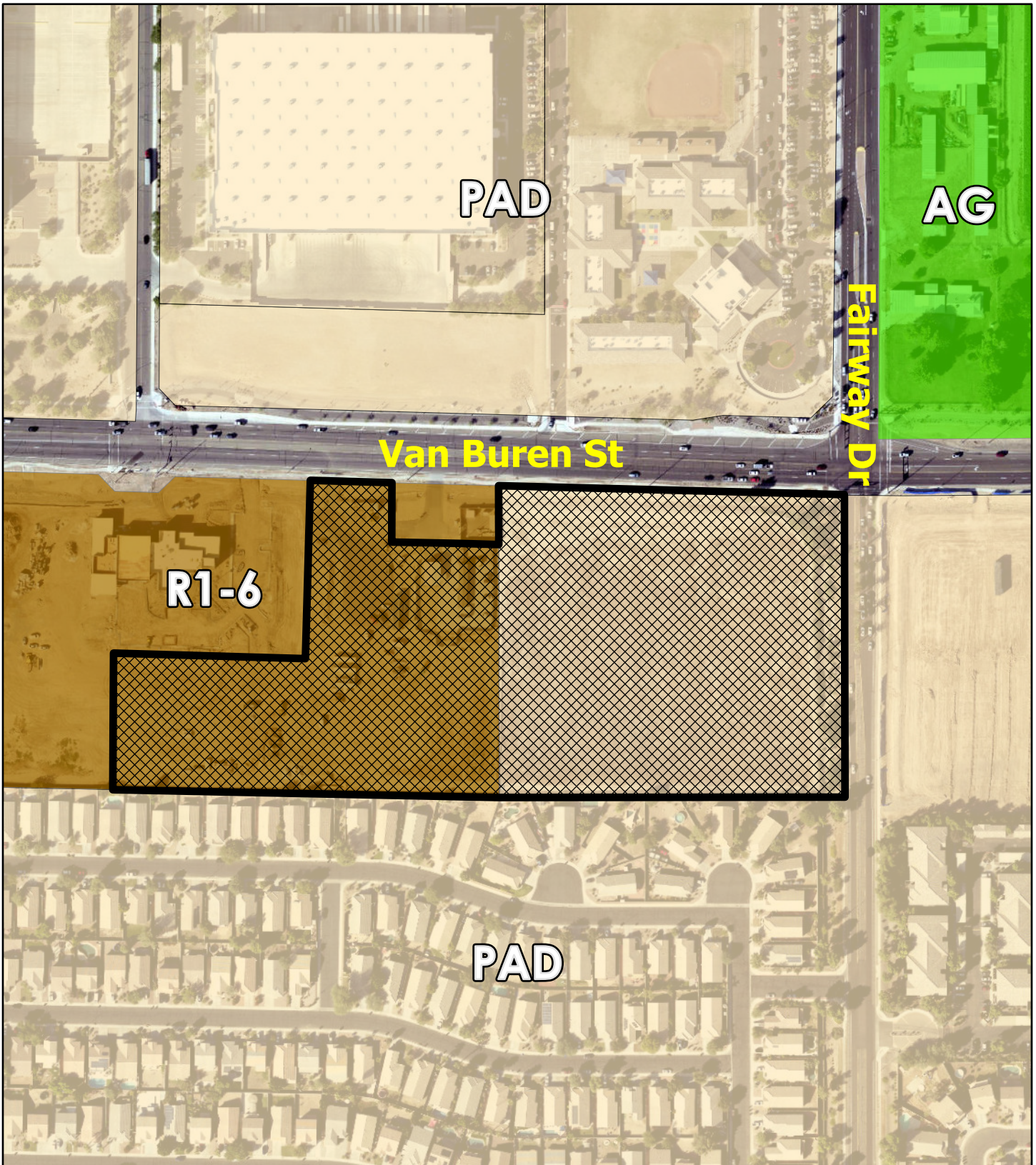


Aerial Photograph

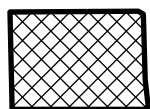


Subject Property



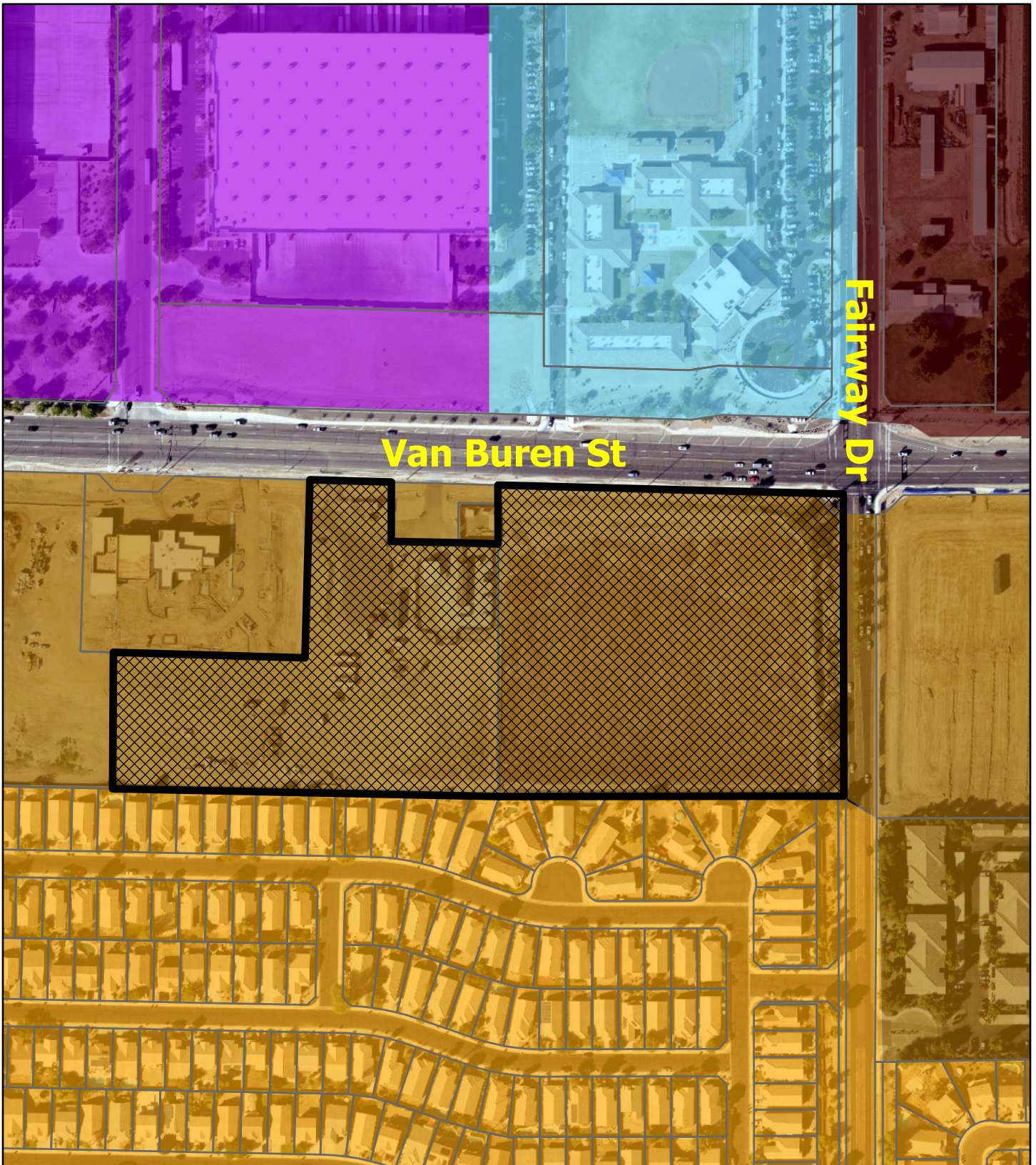


Zoning Vicinity



Subject Property

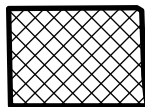




General Plan Land Use



- Business Park
- Education
- High Density Residential
- Urban Residential



Subject Property



Fairway Residences

PAD Amendment Narrative

Application:
Draft: June 10, 2022

3rd Submittal



Project Team

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602-888-7860



BERGIN, FRAKES, SMALLEY & OBERHOLTZER

Project Data

Project Location:	SWC Van Buren St. & Fairway Dr. Avondale, AZ
Project Narrative:	New multifamily project, 3 story buildings with amenities including clubhouse with fitness room, pool, dog park
Existing Zoning:	PAD
Proposed Zoning:	PAD based on R-4
APN:	500-29-007 + a portion of 500-27-014
Site Area:	Net: +/- 14.17 AC (Approx. 717,150 S.F.)
Density:	20.18 DU/AC proposed (286 units/14.17 Net AC)

Building Information

Building Height:	Allowed: 45'-0" Provided: 43'-0"
Occupancy:	R-2
Construction Type:	Type V-A, Wood Frame
Fire Sprinklers:	Apartments: NFPA 13-R Clubhouse: NFPA 13
Dwelling Unit Mix:	1 Bedroom = 108 (38%) 2 Bedroom = 148 (52%) 3 Bedroom = 30 (10%) Total Units = 286
Building Mix & Footprint	(9) Building Type 1 x 9,614 S.F. Footprint = 86,526 S.F. (5) Building Type 3 x 5,828 S.F. Footprint = 29,140 S.F. (5) Building Type 4 x 2,165 S.F. Footprint = 10,825 S.F. (6) Garage x 1,905 S.F. Footprint = 11,430 S.F. (1) Clubhouse x 6,054 S.F. Footprint = 6,054 S.F. Total Building Footprint = 143,975 S.F.

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1.0 Project Overview

1.1 Introduction

Fairway Residences (the “**Project**”) is a proposed 14.17-acre multi-family residential development that contemplates fourteen 2 and 3-story apartment buildings with 286 units developed by Ascent Companies, located on the southwest corner of Fairway Drive and Van Buren Street (the “**Property**”) within the City of Avondale (the “**City**”). Ascent Companies is a local multi-family community developer which develops, operates and owns their projects long-term. Their communities in other jurisdictions have won awards for amenities and design and they look forward to bringing their next premier luxury community to this Coldwater Springs and Fairway gateway location in the City.

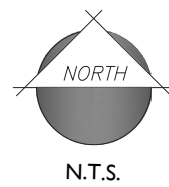
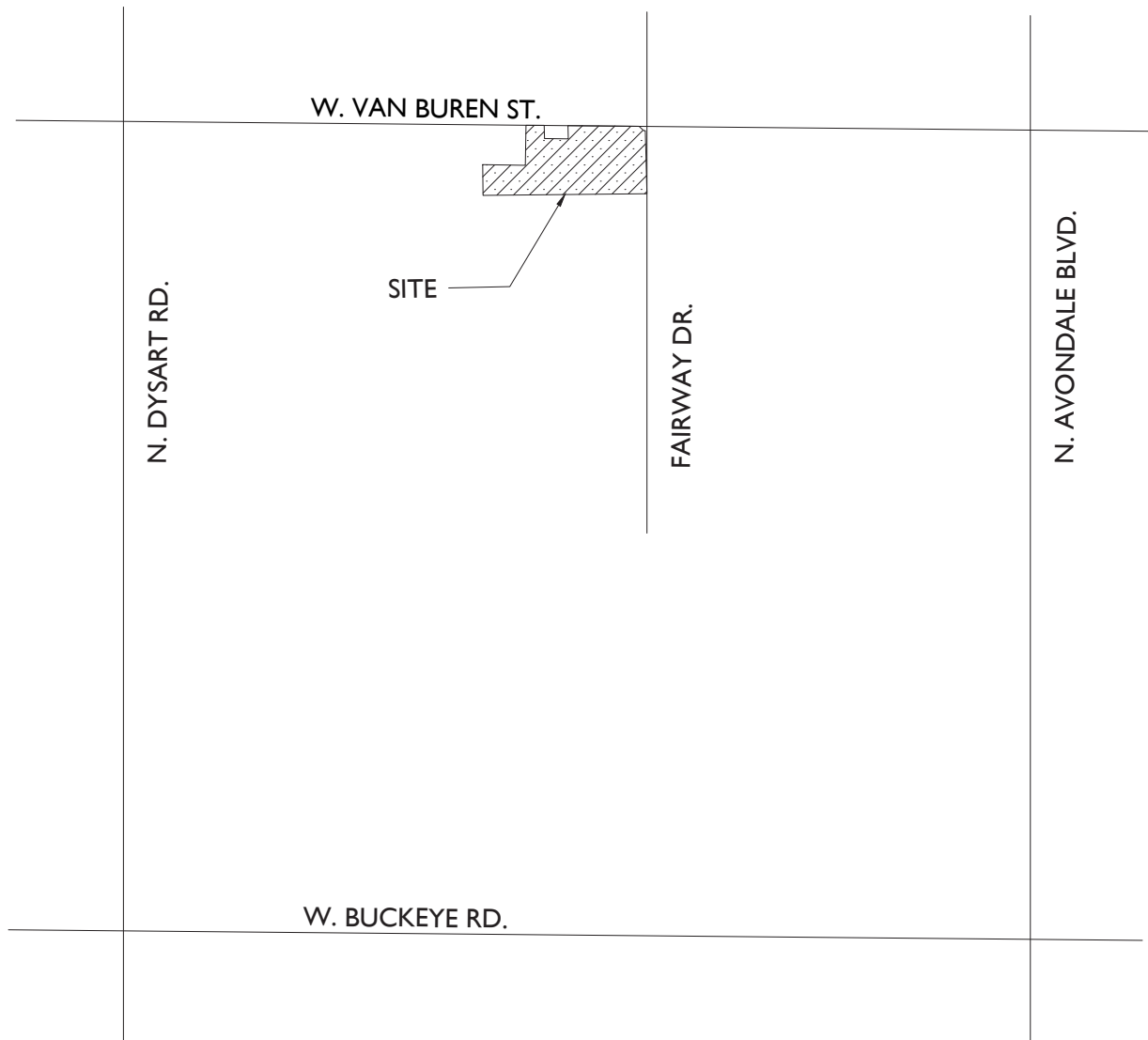
Ascent has partnered with the City to combine the City’s excess property remaining after the completion of the Avondale Fire Station 1755 (APN 500-27-014, “**City Property**”), with the hard corner (APN 500-29-007), to create a cohesive residential development as long envisioned for this property in the Avondale 2030 General Plan (“**General Plan**”). The City Property is currently zoned Urban Residential (“**R1-6**”) and the remaining 8.06 acres is zoned C-O within the Coldwater Springs PAD (Z-97-318-A). Although C-O, the Coldwater Springs PAD was amended in 2010 to add a 55-over, age-restricted 192 unit (28 DU/AC) residential community on this property. Over the intervening decade, demand has substantially increased for market-rate, non-age restricted rental communities targeting a wide population of renters-by-choice. This PAD will facilitate the development of an all-ages community consistent with the property’s High Density Residential (“**HDR**”) designation in the General Plan. The change to the proposed PAD will bring residents in proximity to retail areas at a location accessible and connected by the City’s bike lanes and transit options. The Project will serve as a buffer between the Coldwater Springs neighborhood and the major intersection, while providing for enhanced pedestrian connections through the addition of pedestrian paths.

1.2 Existing Property Conditions and Surrounding Area Conditions

The Property is currently vacant, undeveloped land. The City Property was severed from an adjacent parcel northwest of the Project which is now Avondale Fire Station 175. Along Van Buren there is a 0.12-acre City-owned well-site (APN 500-27-011 and “**City well-site**”). As shown on the Surrounding Uses map and Table 1 below, the Property is effectively an infill development with existing land uses all around it. **See Exhibit 1, Vicinity Map, Exhibit 2: Context Map and Table 1, Surrounding Zoning.**

Table 1: Surrounding Zoning

Direction	General Plan Land Use Category	Existing Zoning	Existing Use
Site	High Density Residential	PAD	Vacant
North, across Van Buren Street	Education, Business Park	PAD	School, Distribution Center
South	Medium Density Residential	PAD	Single-Family Residential
East, across Fairway Drive	High Density Residential	PAD	School
West	Public/Civic	R1-6	Public Utility Facility, Fire Station
Northeast	Urban Residential	AG	Agriculture





1.3 Existing General Plan

The HDR in the General Plan allows for densities from 12 to 30 DU/AC with a target density of 12 DU/AC. This level of intensity is intended to promote a village environment with easy access to services, businesses, and recreation. The Project's location and design provides connections to external attractions with sidewalk and bike connections to Friendship Park, the surrounding Coldwater Springs neighborhoods, the Van Buren Trail, and the BLVD. The proposed density in the PAD caps the units at 286 units (or 20.2 DU/AC), which is in the middle range of the General Plan and less intense than previously approved under the Coldwater Springs PAD.

The General Plan designates the properties south of Van Buren, both east and west of the Fairway intersection as HDR. However, the only other undeveloped piece remaining is a +20-acre property at the southeast corner of Fairway and Van Buren which is now being developed as a high school. As a result, this property is the last opportunity for HDR development at this intersection and within the HDR-designated properties in the area.

See Exhibit 3: General Plan Map.

1.4 Existing and Proposed Zoning

The larger Coldwater Springs PAD is 782 acres and consists of single-family and multi-family residential, a golf course, elementary school, high school, three parks, and four commercial sites. The property within this application is both C-O under the PAD, and R1-6 (City Property). This PAD will replace both entitlements with a new PAD governing the combined properties. **See Exhibit 4: Existing Zoning Map.**

2.0 Project Description

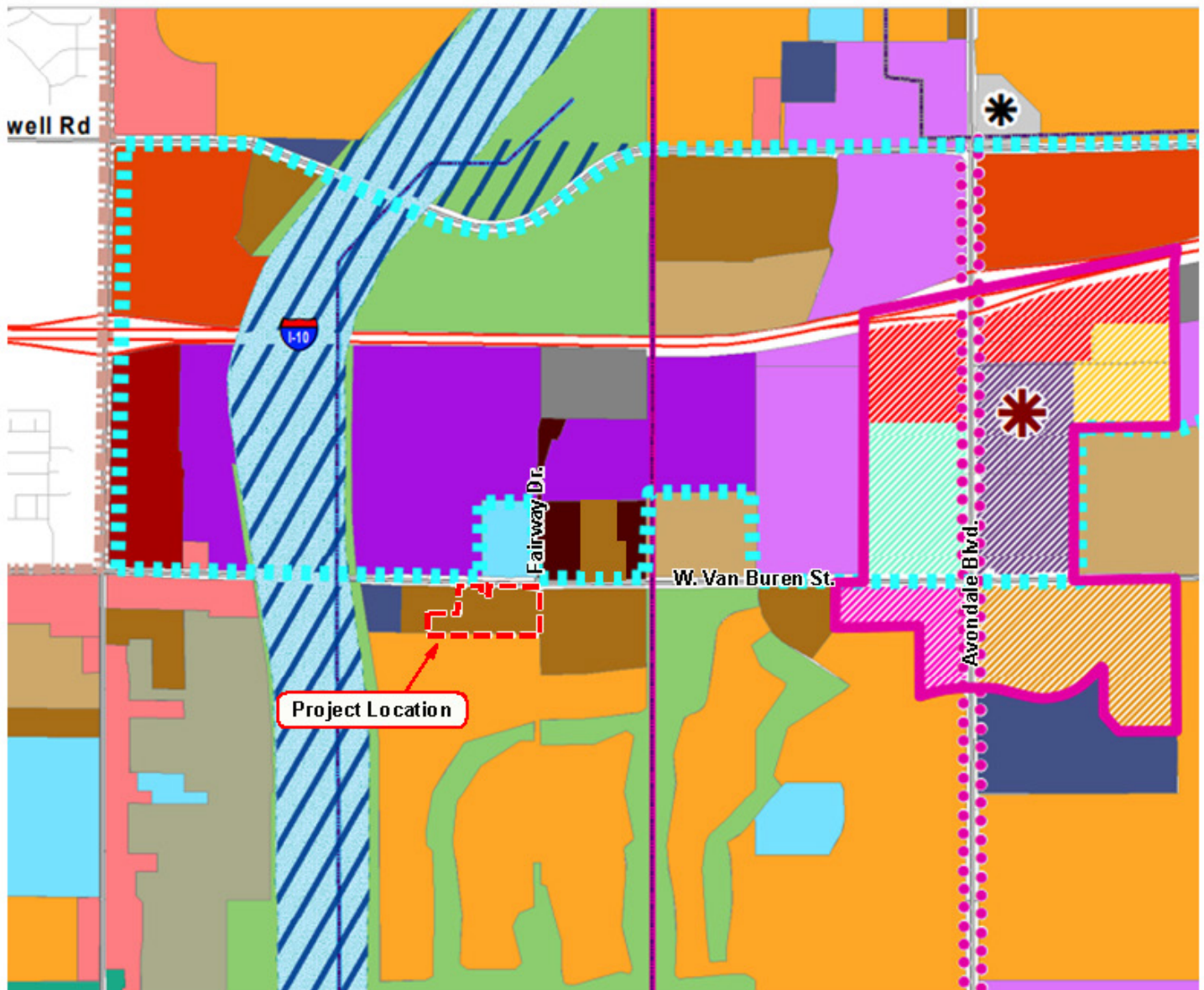
2.1 Development Plan

The Fairway Residences Conceptual Land Use Development Plan includes a modern, boutique multi-family gated community focused on a pet-friendly, quality, amenities, and lifestyle. The conceptual development plan for the Property contemplates multiple two and three-story buildings with a maximum of 24 units in each, surrounding a centrally located community gathering space featuring an approximately 4,400 sq.ft. clubhouse, a pool and spa, and a separate pet amenity space with both tuck-under and separated garages. The ingress and egress to the community is from Van Buren to keep traffic off of Fairway, and only an emergency vehicle access gate to Fairway.

The Project will also offer amenities unique to Fairway Residences such as a rideshare and delivery pickup/drop-off lane with and a green belt feature along the north and east side of the Property. Fairway Residences also include a pocket park at the entrance of the Property which surrounds a covered mailbox area with seating and accommodations for pets. A large setback is maintained from the single-family residential neighborhood to the south, with 3-story buildings placed a minimum of 75' from the shared property boundary. **See Exhibit 5: Land Use Development Plan.**

2.2 Project Character and Theme

The primary theme of Fairway Residences is a contemporary theme with clean lines while providing seamless transitions to an indoor-outdoor residential environment as demonstrated in the architectural renderings submitted with this application. The Project utilizes a blend of modern materials to create a common design aesthetic, while providing for individuality to create emphasis on key site features. The Project's landscaping is planned to compliment the modern-transitional character of the community. Landscape materials will be organized in patterns to bring emphasis to key arrival areas, pedestrian nodes, and recreational areas. A variety of recreation amenities are planned to provide residents of all ages with ample outdoor activities supporting daily lifestyle needs.



GENERAL PLAN

Legend

- Planning Boundary
- Growth Area

Land Use

- Rural Low Density Residential
- Estate/Low Density Residential
- Medium Density Residential
- Medium/High Density Residential
- High Density Residential
- Local Commercial
- Freeway Commercial
- Historic Avondale District
- Sports and Entertainment
- Office/Professional
- Industrial
- Business Park
- Corporate Park
- Gila River Scenic District
- Open Space and Parks
- Public/Civic
- Education

- Neighborhood District
- Gateway District
- Village District
- Park Avenue District
- Promenade District
- Residential District

The Boulevard
(The BLVD)
Specific Plan Area

TOD

- Urban Residential
- Urban Commercial
- High Intensity Office
- Mixed Use

Aggregate Sites

- Existing
- Potential Sites - Privately Owned Land
- Potential Sites - Publicly Owned Land

Roads

- Interstate 10
- Future SR-30 Alignment
- Future Roads
- Avondale Boulevard Employment and Commercial Corridor

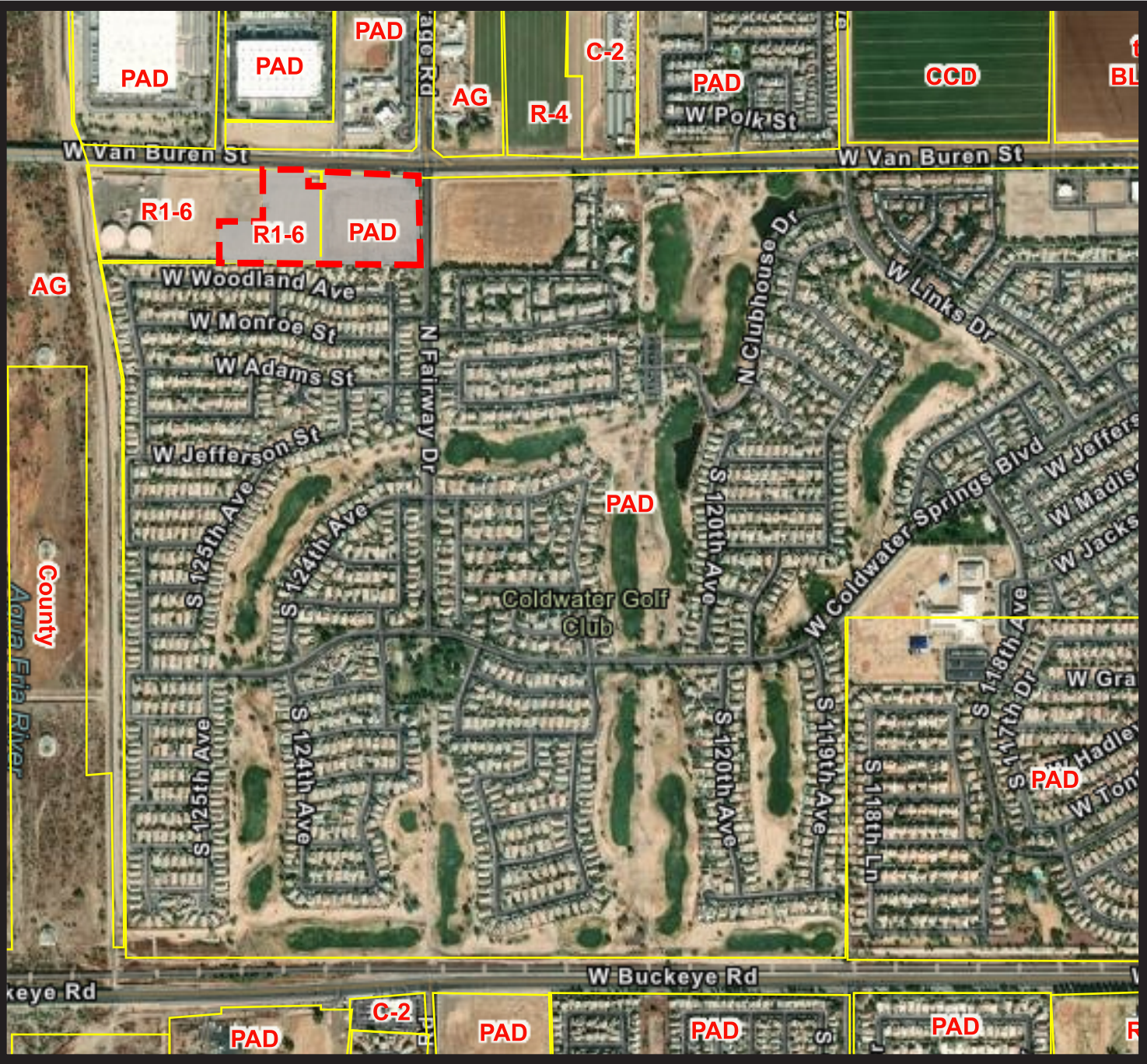
Powerlines

- Powerline Trail
- 230 KV Power Lines
- 345 KV Power Lines
- 500 KV Power Lines
- 69 KV Power Lines

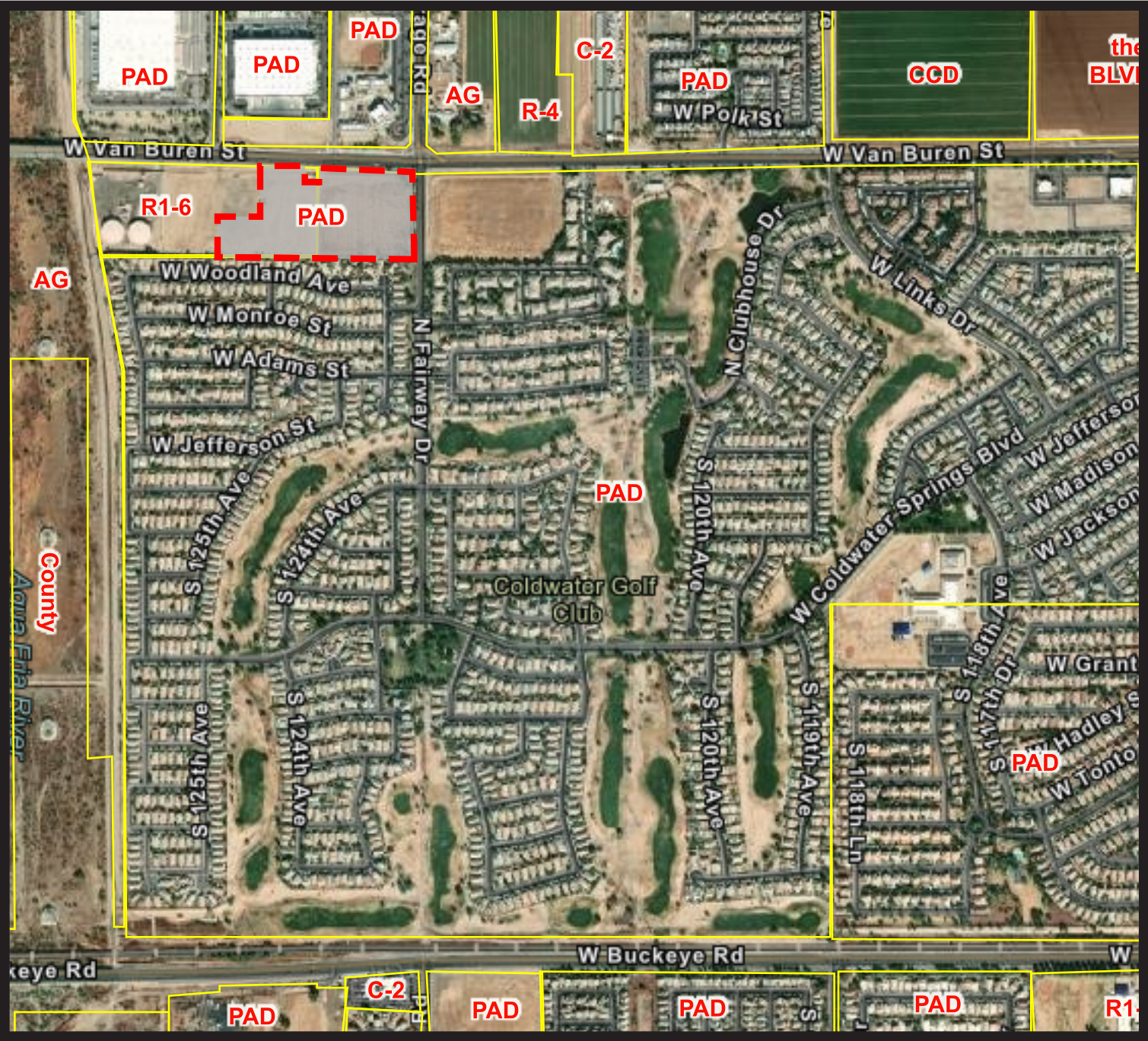
Symbols

- Resort
- Medical Center
- Public Recreational/Wildlife Center
- Public Recreational/ASC

Exhibit 3: General Plan Map



Existing Zoning



Proposed Zoning

3.0 Proposed Land Use Development Map



PARKING DATA		
REQUIRED PARKING		
1 BEDROOM	162 SPACES	
2 BEDROOM	259 SPACES	
3 BEDROOM	60 SPACES	
GUEST	57 SPACES	
TOTAL PARKING REQUIRED		538 SPACES
PROVIDED PARKING		
SURFACE SPACES	177 SPACES	33%
COVERED SPACES	282 SPACES	51%
GARAGE SPACES	80 SPACES	16%
TOTAL PARKING PROVIDED		539 SPACES

SITE DATA									
LAND USE	EXISTING ZONING	PROPOSED ZONING	NET AC.	UNITS	DENSITY	USABLE OPEN SPACE		OPEN SPACE	
PUBLIC/CIVIC	PAD	PAD BASED ON R-4	+/- 14.17 AC.	286 D.U.	20.2 D.U./A.C.	3.25 AC	19.8%	5.82 AC.	35.4%

BUILDING DATA						
REQUIRED BUILDING SETBACKS					BUILDING HEIGHTS	
FRONT YARD	SIDE YARD	REAR YARD	STREET SIDE	3 STORY TO S.F.	ALLOWED	PROVIDED
25'-0"	15'-0"	15'-0"	25'-0"	75'-0"	45'-0"	40'-0"

CONCEPTUAL LAND USE DEVELOPMENT PLAN

2.3 Circulation

The Project is located along Van Buren, which is classified as a major arterial and Bus Transit Corridor' in the General Plan. The project's ingress and egress has been located to avoid conflict with other developments in the area and to provide alignment with the Legacy Traditional School to the north. The Fairway Drive driveway is resident access only & exit via remote and will include a turnaround space. No guest entrance will be allowed. Pedestrian connections to Fairway will be provided from within the project. **See Exhibit 3: General Plan Map and Exhibit 6: Circulation Plan**

2.4 Density and Land Use Justification

The proposed Fairway Residences PAD will bring the current R1-6 and C-O zoning into conformance with the current HDR General Plan designation. The General Plan HDR category acknowledges that high density residential developments can take multiple forms, such as patio homes, apartments, condominiums or townhomes. The Fairway Residences project, at 20.2 DU/AC is well within the 12-30 DU range provided for in the General Plan and is below the 28 DU/AC previously approved in the Coldwater Springs PAD. As such, the project density is in conformance with the General Plan and therefore justified.

3.0 Land Uses and Development Standards

The requirements of the Zoning Ordinance, as amended, and Avondale Multi-family Design Manual, as amended, shall apply to Fairway Residences except where explicitly stated otherwise in this PAD. This PAD sets forth the development standards and uses for Fairway Residences and should a conflict exist between any provision in this PAD and the applicable Avondale Zoning Ordinance and applicable Multi-family Design Manual, this PAD will govern.

3.1 Permitted Uses

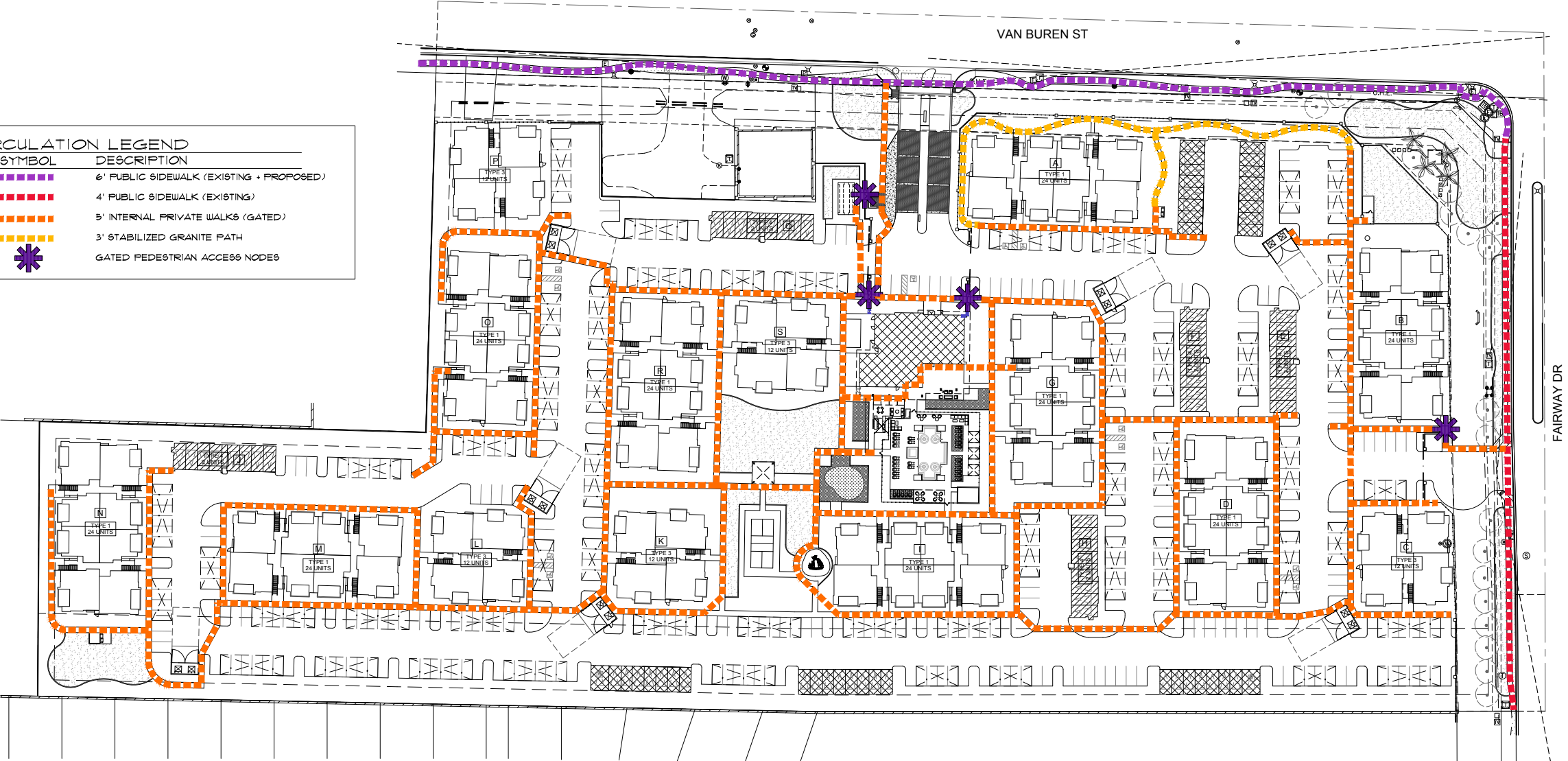
The permitted uses for Fairway Residences are as set forth in the R-4 Section of the Zoning Ordinance and included as **Appendix A**. All uses not specifically provided for herein are prohibited unless a subsequent determination by the Zoning Administrator finds a specific use to be analogous to a permitted or conditionally permitted use.

3.2 Development Standards

The project most closely aligns with the City's R-4 Residential Zoning District, and the Development Standards below have been provided in comparison to that district. **Table 3, Development Standards** shall govern the project and deviations from the City's standards are shown in **bold**. Additionally, Section 206.B.3.b requirements for minimum building separation shall be measured from building faces and not corners.

The proposed modifications support the development of adjacent residential communities to existing uses that are infill and established with the predetermination of the uses that surround them. As a result, some modifications are warranted given the project's adjacency to a fire station and well-site. The increase to the required area per unit is provided to ensure the PAD density falls below what would otherwise be permitted in the City's R-4 District.

CIRCULATION LEGEND
SYMBOLDESCRIPTION



Collaborative V
Design Studio Inc.
7116 East 1st Ave.,
Suite 103
Scottsdale, Arizona
85251
office: 480-347-0590
fax: 480-656-6012

PRELIMINARY
NOT FOR
CONSTRUCTION

LANDSCAPE IMPROVEMENTS
FAIRWAY RESIDENCES
AVONDALE, AZ

CONCEPTUAL CIRCULATION PLAN

DESIGNED BY: PV/SH
DRAWN BY: SH
CHECKED BY: PV/MD
DATE: FEBRUARY 16, 2022
REVISIONS: CITY COMMENTS APRIL 27, 2022; SITE REVISIONS JUNE 10, 2022

FAIRWAY RESIDENCES
PAD SUBMITTAL

CLS-6
6 of 7

Table 3: Residential Development Standards

	Fairway Residences Avondale	Avondale R-4
Maximum units allowed	1 unit for every 2,100 sf net site area	1 unit for every 1,452 sf net site area
Minimum lot width	50'	50'
Minimum lot depth	100'	100'
Maximum height	45'	45' ²
Maximum building coverage	50%	50%
Minimum setbacks: Front Yard	25'	25' ³
Side Yard	15'	15' ¹
Rear Yard	15'	15'
Street Side	25'	25' ³
City Well Site	0'	-

1. Zero (0) feet for lots with common walls; fifteen (15) feet for lots with no common walls.
2. The maximum height of buildings in the R-4 Zoning District shall be allowed to exceed forty-five (45) feet in height if located on land identified by any of Avondale's specific area plans (e.g. Freeway Corridor Specific Plan, North Avondale Specific Plan) as appropriate for additional height. In those instances, the maximum building height shall not exceed the height specified by the particular specific area plan.
3. May be reduced to eight (8) feet for buildings with individual dwelling units that front onto a residential street and that provide direct access from residential units to the public sidewalk (e.g. townhomes or walk-up apartments). As it relates to this provision, direct access shall be defined as the shortest feasible paved connection to the public sidewalk from the entrance of a residential unit(s). Direct access shall not require pedestrians to navigate through internal sidewalks and exit through a centralized location in order to access the public right-of-way.

4.0 Open Space, Theming, and Landscaping

4.1 Open Space, Trails and Parks

Constraints within the site due to the city owned well site and circulation design necessitate a deviation from the 20% minimum usable open space requirement for the Project. Fairway Residences usable open space standard will be set at 19.8% and include a variety of programmed amenities that include passive and active recreation easily accessible through an internal network of paths accommodating for all age groups. A dog park is prominently located at the corner of Fairway and Van Buren which will activate the corner and create a sense of arrival to the residential portion of Coldwater Springs. In lieu of the requirements otherwise applicable in Section 206.B.2.e of the Avondale Zoning Ordinance, the **average** private open space area across the Project shall be 100 sq.ft. per unit instead of the required minimum of 80 sq. ft. per unit. The Project has been designed with an open space system that is in close proximity to every building and connected by a trail as shown in the Open Space Plan. The drainage easement along the Van Buren frontage will include a walking path to provide for an enhanced walkable connection to the surrounding area in the form of a greenbelt.

The internal Project amenities include a centrally-located pool and spa, putting green, outdoor kitchen, lawn games and sport courts as well as traditional play structures, all accessible by a looped walking trail.

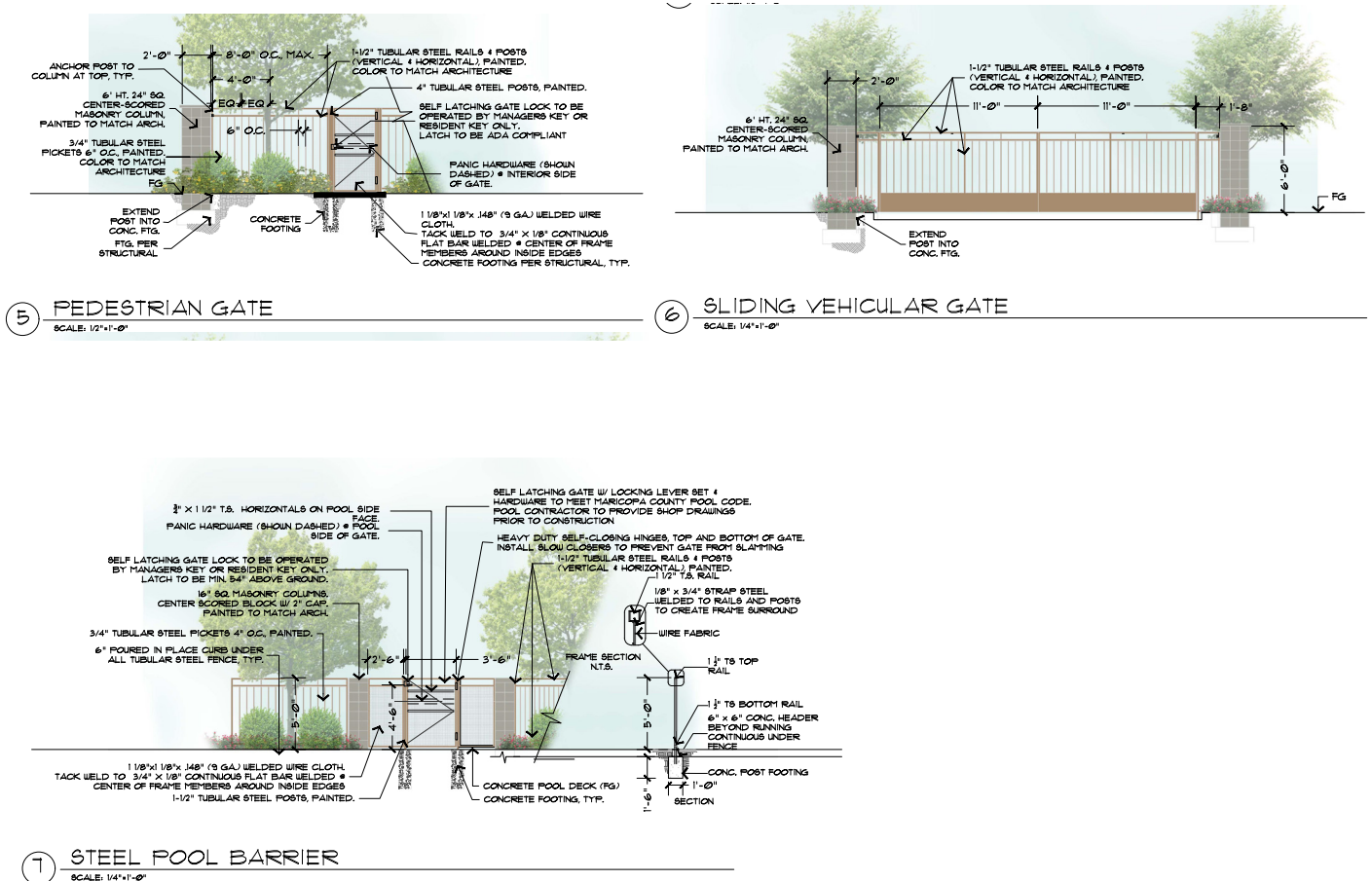
Fairway Residences provide for a comprehensive open space network with planned recreation activities. Residents will enjoy a network of trails which provide clear access to programmed areas. The open space areas will integrate similar or complimentary materials to ensure the aesthetics of the community are integrated within the overall project. Residents will also enjoy living in close proximity to several of Avondale's major park amenities including Friendship Park, which is approximately 1.1 miles away.

See Exhibit 7: Open Space Plan.

4.2 Walls and Monumentation

The walls and monummentation on the project are extensions of the building architectural vernacular. The rectangular shaped monument with pin fastened metal lettering is integrated within a lush landscape setting and contains a stucco façade that matches the site architecture. The base is grounded with scored block while the cap and entry edge complete the architectural composition with a contrasting stucco finish with gray color. These materials and color palettes are utilized once more for architectural cohesiveness within the perimeter fence designs. A solid six foot masonry wall with stucco finish has been used to screen and mitigate unwanted views and are incorporated with a scored block column to enhance the architectural character. A partial view wall wit stucco base and tube steel pickets has been incorporated to screen parking from off site while a full six foot high tube steel picket view fence has been placed to take advantage of the adjacent embellished landscape areas and inviting view corridors from the site.

See Exhibit 8: Wall Plan.

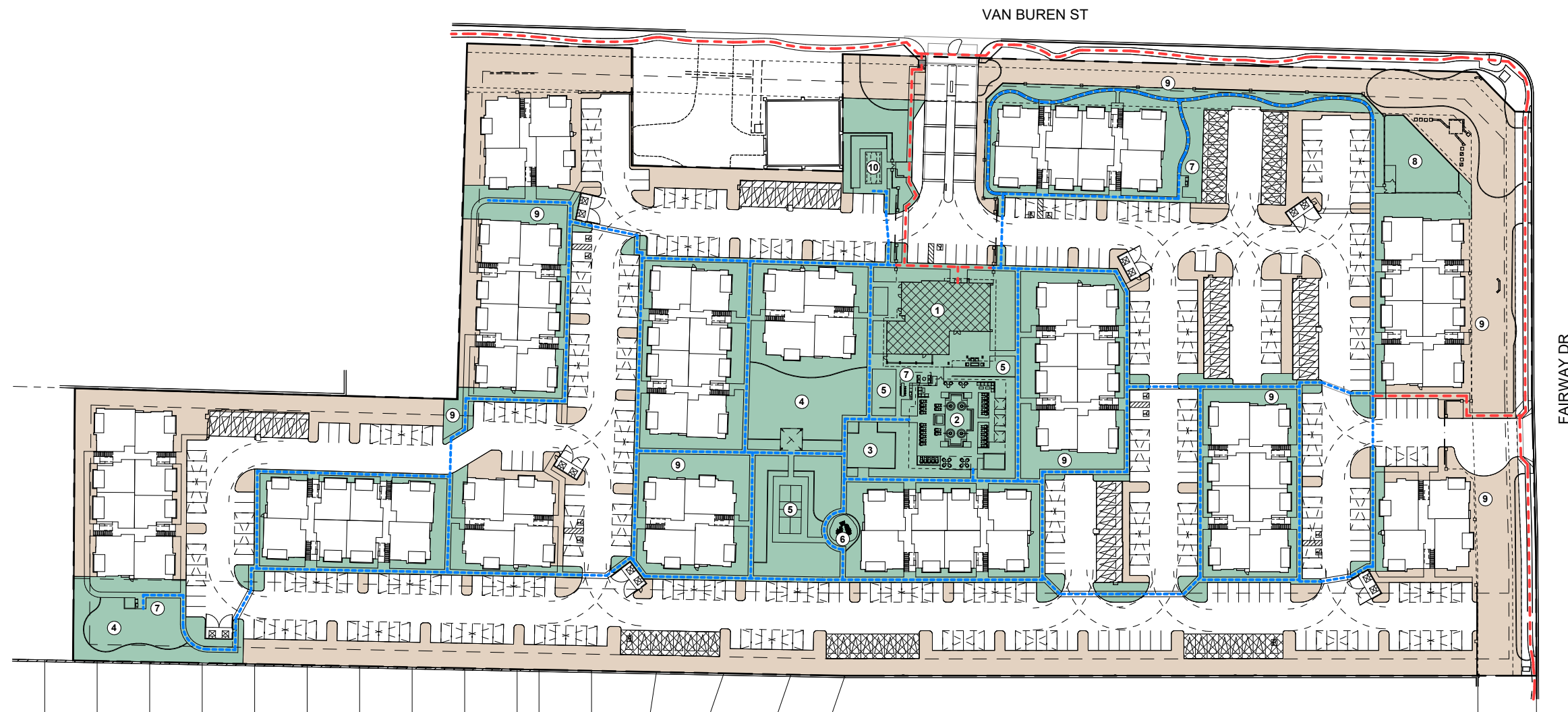


4.3 Landscape

The street-facing portions of the project include a highly landscaped perimeter that will enhance and transition with original landscaping included with the Coldwater Springs development and along Fairway Drive. The landscape materials will be organized in patterns to bring emphasis to key arrival monuments, pedestrian nodes, or recreation areas. Canopy trees will be located along internal trails to provide shade for pedestrians as well as to provide scale against buildings and create structure within programmed areas. Further, significant landscape buffering is planned for the southern property boundary that adjoins the existing residences in Coldwater Springs. Landscape materials along Van Buren and Fairway will be in accordance with the Avondale Street Tree Master Plan and applicable landscaping requirements of the City.

Section 1204.B.3 of the Avondale Zoning Ordinance requires a minimum of one and a half trees per dwelling or guest unit shall be provided. This number of trees shall not include the trees required in a landscape buffer, parking lot, landscape setback or right-of-way planting. In lieu of this requirement and in recognition of the larger average private open spaces provided for the units, the minimum tree count per unit **shall instead be 1.5 trees per ground-level dwelling unit.**

See Exhibit 9 : Landscape Plan and Exhibit 10: Enlarged Landscape Amenities



OPEN SPACE SUMMARY

OPEN SPACE REQUIRED: 143,430 SF USABLE OPEN SPACE
(717,150 SF NET SITE X 20%)

OPEN SPACE PROVIDED:

USABLE OPEN SPACE	141,880 SF (19.8%)
OPEN SPACE	112,170 SF (15.6%)

TOTAL OPEN SPACE	254,050 SF (35.4%)
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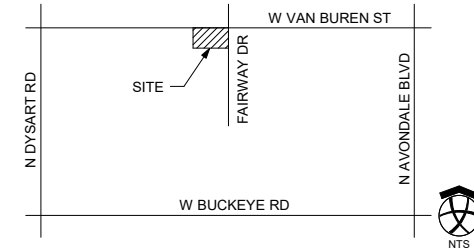
LEGEND

- | | |
|------------------------|----------------------------|
| ① CLUBHOUSE | ⑥ TOT LOT |
| ② POOL & SPA | ⑦ OUTDOOR KITCHEN |
| ③ PUTTING GREEN | ⑧ DOG PARK |
| ④ LAWN | ⑨ WALKING TRAIL AMENITY |
| ⑤ GAMING / SPORT COURT | ⑩ MAIL / RIDE SHARE REFUGE |

PEDESTRIAN CONNECTIONS TO VAN BUREN ST & FAIRWAY DR

----- LOOPED WALKING TRAIL CONNECTING OPEN SPACE AND AMENITIES

VICINITY MAP



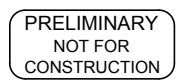
N.F.C.

NOT FOR CONSTRUCTION

**FAIRWAY RESIDENCES
ASCENT COMPANIES
SWC VAN BUREN ST & FAIRWAY DR
AVONDALE, AZ**

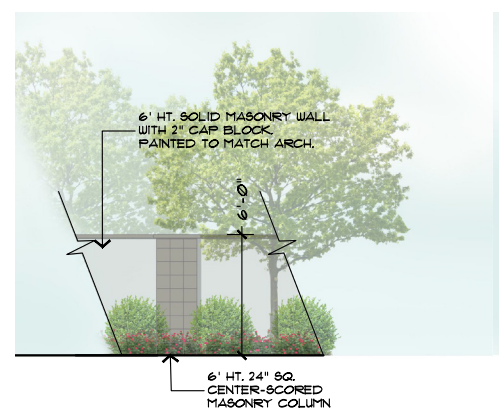
REV	DATE	DESCRIPTION
PROJECT NUMBER		21-081
ISSUE DATE		06/08/2022
SHEET TITLE		
OPEN SPACE PLAN		
SHEET NUMBER		

A-012



CONCEPTUAL WALL PLAN + ELEVATIONS

CLS-4



Technical drawing of a garden screen wall. The drawing shows a perspective view of a wall with a screen and a railing. Dimensions and specifications are provided:

- 8'-0" O.C. MAX. (Overall height)
- 4'-0" (Height of the screen section)
- 4'-0" (Height of the railing section)
- 6" O.C. (Spacing of the railing pickets)
- 3'-0" (Height of the screen section)
- 1-1/2" TUBULAR STEEL RAILS & POSTS (VERTICAL & HORIZONTAL), PAINTED COLOR TO MATCH ARCHITECTURE
- 3' HT. SOLID MASONRY SCREEN WALL
- FLUTED BLOCK W/ SOLID 2" GAP BLOCK PAINTED TO MATCH ARCH.
- 3/4" TUBULAR STEEL PICKETS 6" O.C., PAINTED, COLOR TO MATCH ARCHITECTURE
- 3'-0" (Height of the screen section)

8'-0" O.C. MAX.

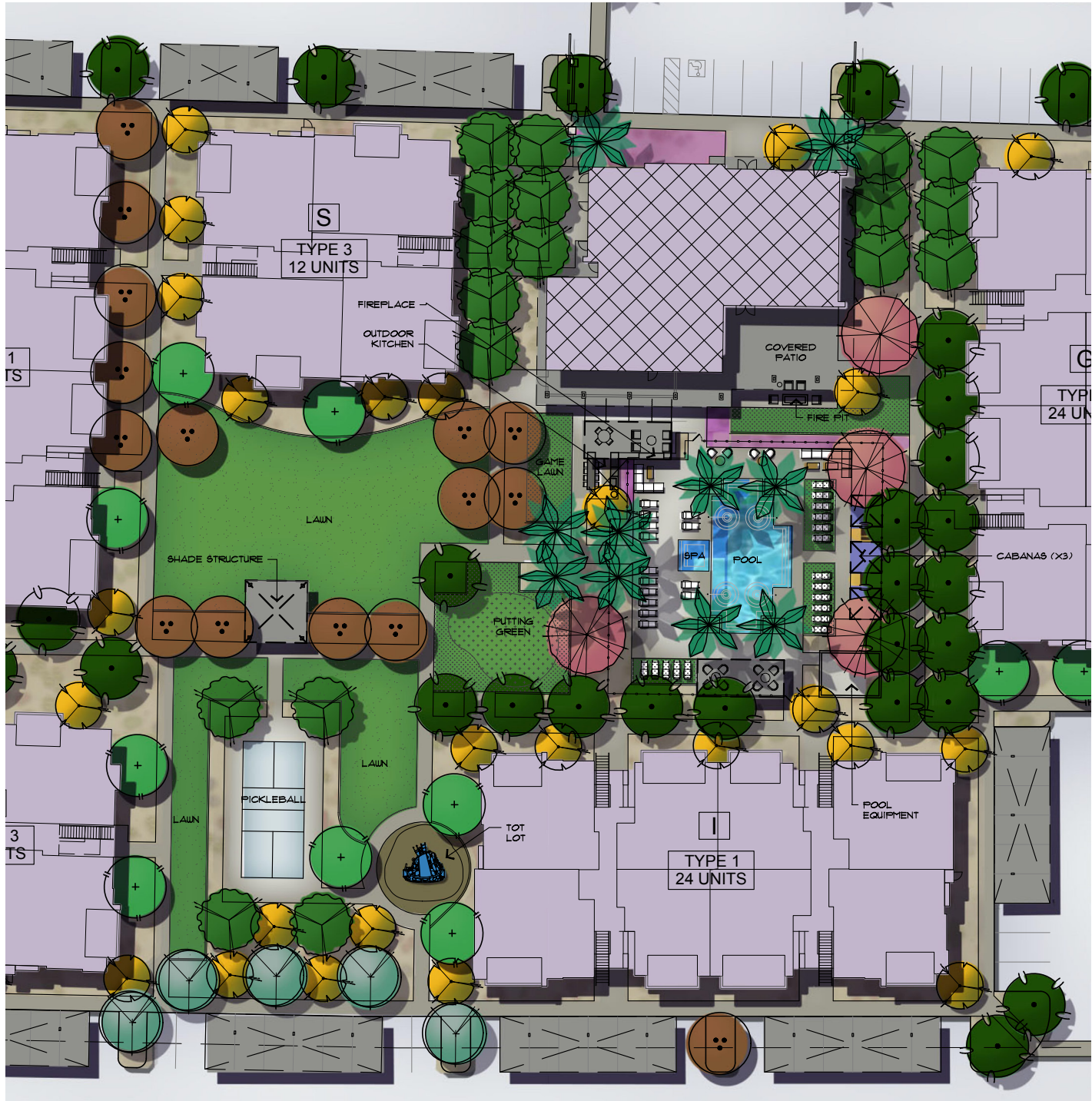
4'-0" 4'-0"

6" O.C.

1-1/2" TUBULAR STEEL RAILS & POSTS
(VERTICAL & HORIZONTAL), PAINTED,
COLOR TO MATCH ARCHITECTURE

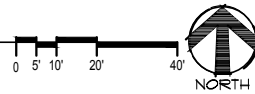
3/4" TUBULAR STEEL PICKETS 6" O.C.,
PAINTED, COLOR TO MATCH
ARCHITECTURE

3 6' VIEW FENCE
SCALE: 1/4"=1'-0"



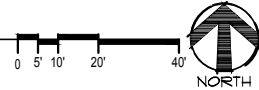
POOL AREA ENLARGEMENT

SCALE: 1"=20'-0"



DOG PARK ENLARGEMENT

SCALE: 1"=20'-0"



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SITE REVISIONS
JUNE 10, 2022

FAIRWAY RESIDENCES
PAD SUBMITTAL

CLS-3

3 of 1

5.0 Design Guidelines

As is acknowledged under the City’s Multi-family Design Manual, the Zoning Administrator has latitude to interpret the qualitative and quantitative standards to provide flexibility so long as projects meet the intent of the Manual, which is guided by the over-arching goal of creating sustainable neighborhoods which promote walkable communities with plentiful open space amenities. The design of Fairway Residences facilitates the placement of many distinct recreational and open space amenities throughout the Project and furthers the goals of both the Design Manual and General Plan. Several modifications to the Design Manual are provided in this section below and in final design, additional flexibility may be required, subject to Zoning Administrator approval.

Site Design

- A. “Provide garages for developments with more than 100 units. Garages should be attached and account for a minimum of twenty-five (25) percent of the required parking, excluding guest parking. Incorporate a portion of the garages under the living quarters to minimize standalone, long garage buildings.”

The PAD provides for 16.6% of the required spaces (less guest spaces) dedicated to garage parking. Consistent with the goals of the Manual, many of the garages are provided in tuck-under form and carriage units are provided to enhance residential options and prevent long garage buildings. Stand-alone garage buildings do not include more than 8 garages.

Open Space

The open space areas are distributed throughout the Project to create diversity in the open space programming and create views to the open space areas and accessibility.

I. “Usable open space may include”:

1. Community pools and splash pads
2. Clubhouses/community center and all interior square footage associated with these uses
3. Play areas
4. Private parks and trails
5. Community gardens
6. Dedicated park sites
7. Multi-use paths inclusive of adjacent drainage or retention spaces provided that the paths are looped and connected to the community; green belt
8. Improved utility corridors
9. Sport courts
10. Seating areas
11. Picnic ramada areas with barbecues outside of retention areas
12. Pickle ball, putting greens, or other similar sports amenities
13. Tot lots
14. Resort-style amenities, entertainment areas
15. Rooftop entertainment spaces

L. Multi-use paths within greenbelts should be a minimum of 6 ft. wide and if no street lighting is provided, low level security lights added.

Building Design

The Project proposes deviation from only one architectural element, which is the minimum balcony area provided. The Manual requires providing a minimum of 80 sq.ft. for each balcony or patio per unit. All units at Fairway Residences exceed this standard, except for one unit type (L1 Carriage), which has approximately 45 sq.ft. of balcony space. This deviation is necessary to achieve placement of these units within the proposed development plan. The balcony space deviated from the Manual is compensated for by the availability to the Project's vast programming of outdoor space and recreation amenities and alternative standard that provides for an average of 100 sq. ft. of private amenity space.

5.1 Architectural Character

The Fairway Residences project is characterized by contemporary and modern architectural designs. The project's building facades are articulated through asymmetrical variations in massing, roof forms, and wall planes. Varying materials such as stucco, brick, and exposed masonry are strategically located to break up the overall building composition by creating the appearance of smaller buildings built next to one another. Contrasting colors are also incorporated to emphasize differences in horizontal and vertical architectural elements and accentuate the project's unique forms. Other enhancements of the project include decorative metal railings at the recessed balconies and large covered outdoor gathering areas at the Clubhouse. The multiple building types in the project provide further variation throughout the site and are composed of several different unit square footages and number of bedrooms that will accommodate diverse households. Notably, carriage buildings are included in the project to reduce the presence of stand-alone garages.

See Exhibit 11: Building 1 Exterior Elevations, Exhibit 15: Building 3 Exterior Elevations, Exhibit 19: Building 4 Floor Plans and Exterior Elevations and Exhibit 20: Clubhouse Exterior Elevations

5.2 Site Design

Rather than concentrating on large-urban form buildings, the project layout focuses on building variety and variation to create a community that complements the areas around it - from the industrial and commercial uses to the north and west, to the single-family residential uses to the south and east. Fairway Residences marries transitions with landscaping and open space amenities to further establish the modern product diversity while taking cues from the adjacent projects that precede it. The Zoning Ordinance requires 538 parking spaces in total for the project, with 2% (11) being ADA accessible. To accommodate future residents access to EV parking spaces, the following standards will apply to the project in lieu of Avondale Zoning Ordinance Section 802.G. requirements. Section 802.G. requires 4% (19) of resident parking and 1% (<1) of visitor parking (or 1 station – whichever is greater) to provide Level 2 EV charging stations installed. In place of these requirements, 4 Level 2 dual-port EV parking stall chargers which will feed 8 vehicles while conduit will be installed for 10 additional future level 2 dual port charging stations (20 spaces) within the Project. Additionally, 100% of the garages will be EV-capable for single-user charging stations (80 garage spaces) which will establish a total of 108 EV capable spaces within the Project. The Zoning Ordinance recognizes that the EV parking standards may be amended the Zoning Administrator in recognition of any applicable technological advancements that justifies an alteration of these requirements.

See Exhibit 12: Building 1 First Floor Plan, Exhibit 13: Building 1 Second Floor Plan, Exhibit 14: Building 1 Third Floor Plan, Exhibit 16: Building 3 First Floor Plan, Exhibit 17: Building 3 Second Floor Plan, Exhibit 18: Building 3 Third Floor Plan, Clubhouse 21: Clubhouse Floor Plan and Exhibit 22: Material Board

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C:\Users\byrnn\Documents\21-081 Ascent Apartments Avondale_brynntriarc.rvt 3/4/2022 11:18:13 AM

EXTERIOR FINISH LEGEND

- PT-A STUCCO, MAIN BODY
DUNN EDWARDS
DEW286 "PRECIOUS PEARLS"
- PT-B STUCCO, MAIN BODY
DUNN EDWARDS
DEC795 "GRAY PEARL"
- PT-C STUCCO, ACCENT, METAL RAILING
DUNN EDWARDS
DET629 "FADE TO BLACK"
- PT-D STUCCO, ACCENT, METAL RAILING
DUNN EDWARDS
DET695 "GRANGE HALL"
- MAS-1 BRICK VENEER
CORONADO STONE - NEW ENGLAND BRICK
DAKOTA BROWN
- GL-1 WINDOWS: VINYL, DUAL PANE, LOW-E
FRAME COLOR: WHITE
- CMU-1 EXPOSED CMU
ECHELON "PRECISION"
COLOR: BLACK CANYON



2 BUILDING 1 SIDE ELEVATION
1/8" = 1'-0"



1 BUILDING 1 FRONT AND REAR ELEVATION
1/8" = 1'-0"



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FAIRWAY RESIDENCES
ASCENT COMPANIES
SWC VAN BUREN ST & FAIRWAY DR
AVONDALE, AZ

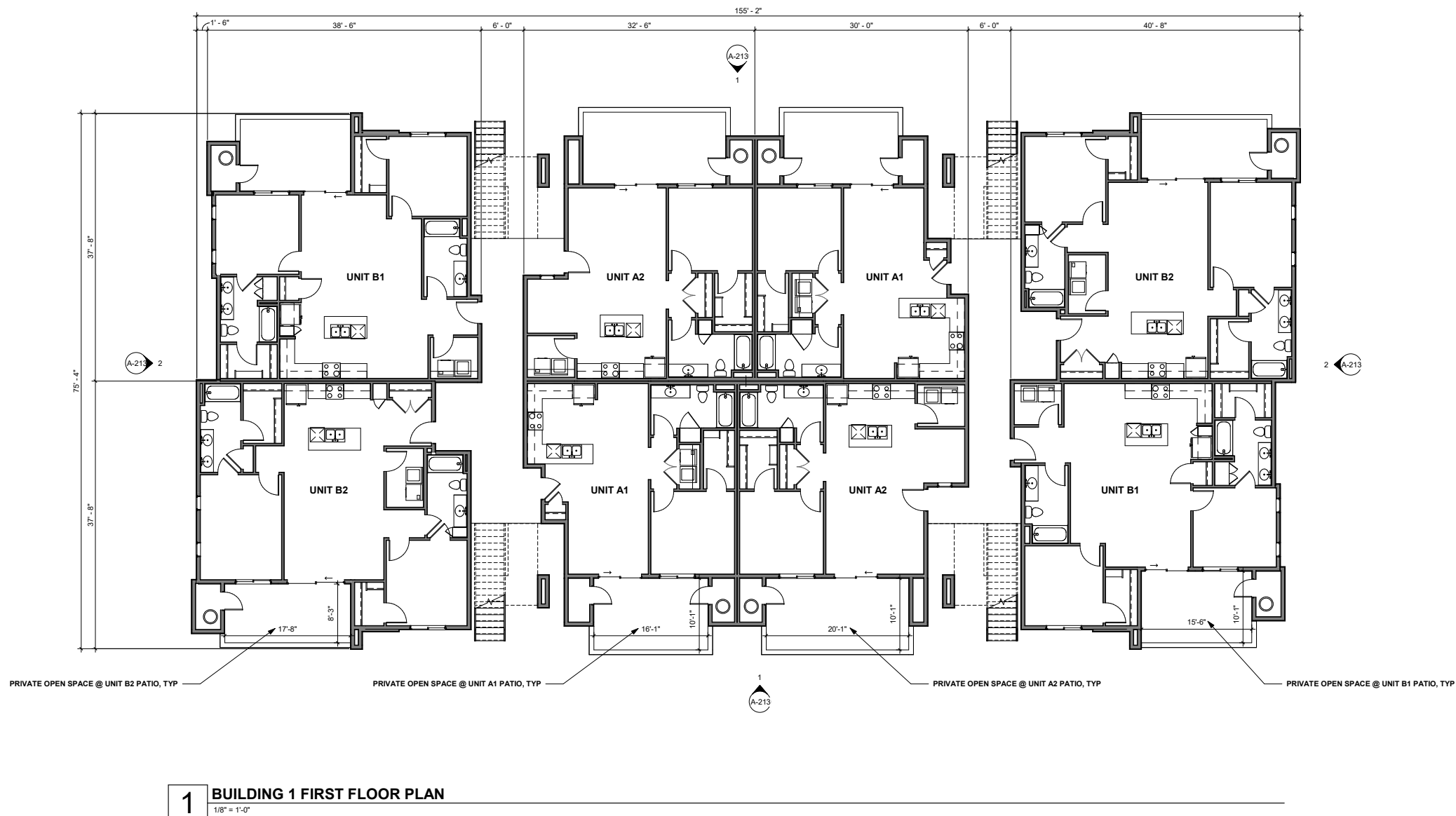
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PROJECT NUMBER
21-081

ISSUE DATE
03/09/2022

SHEET TITLE
BUILDING 1
EXTERIOR
ELEVATIONS

SHEET NUMBER
A-213



BUILDING 1 AREA SUMMARY (GROSS AREA UNDER ROOF)	
BUILDING 1 1ST FLOOR GROSS	10,094 SF
BUILDING 1 2ND FLOOR GROSS	10,271 SF
BUILDING 1 3RD FLOOR GROSS	9,784 SF
TOTAL GROSS SF	30,149 SF



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AVONDALE, AZ

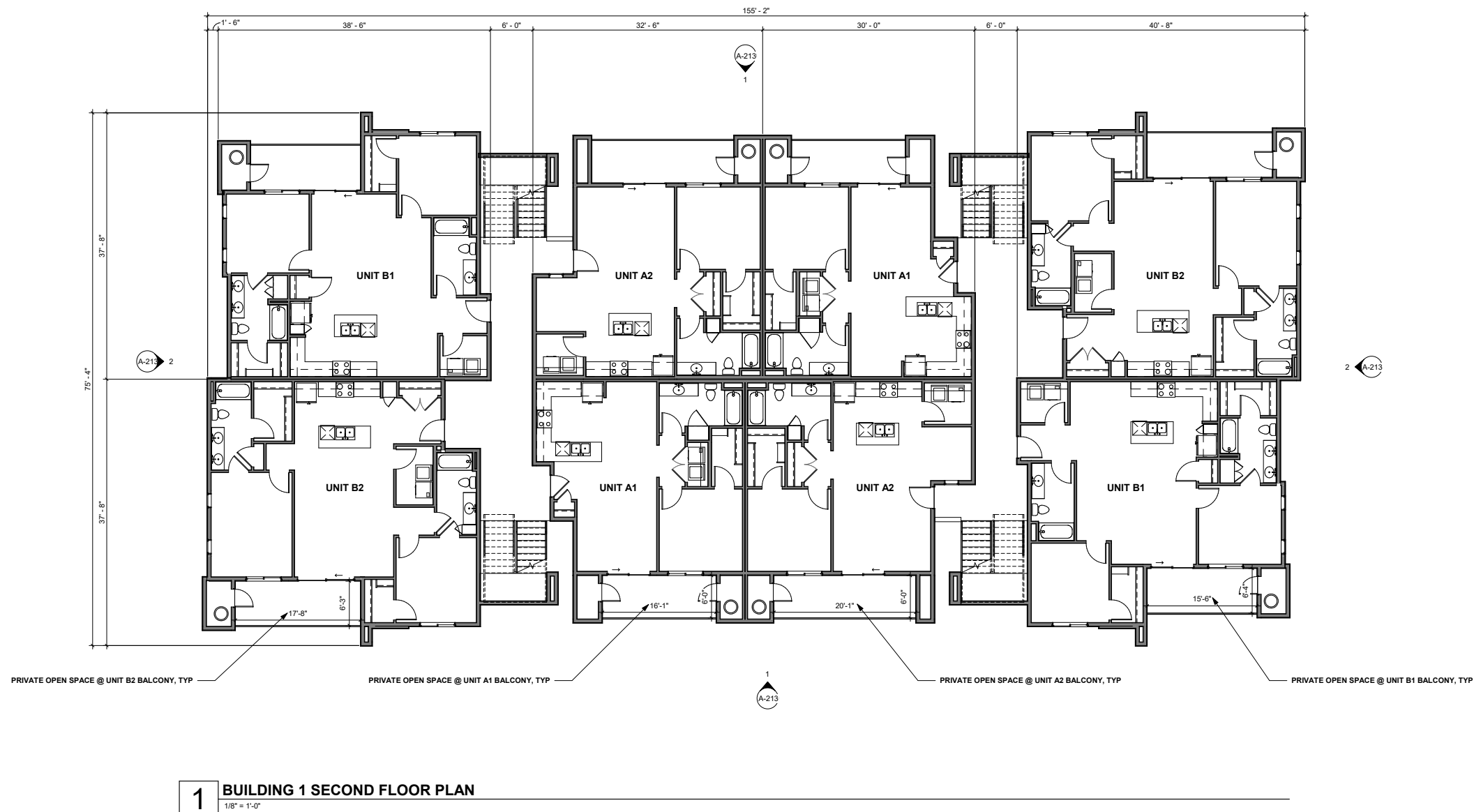
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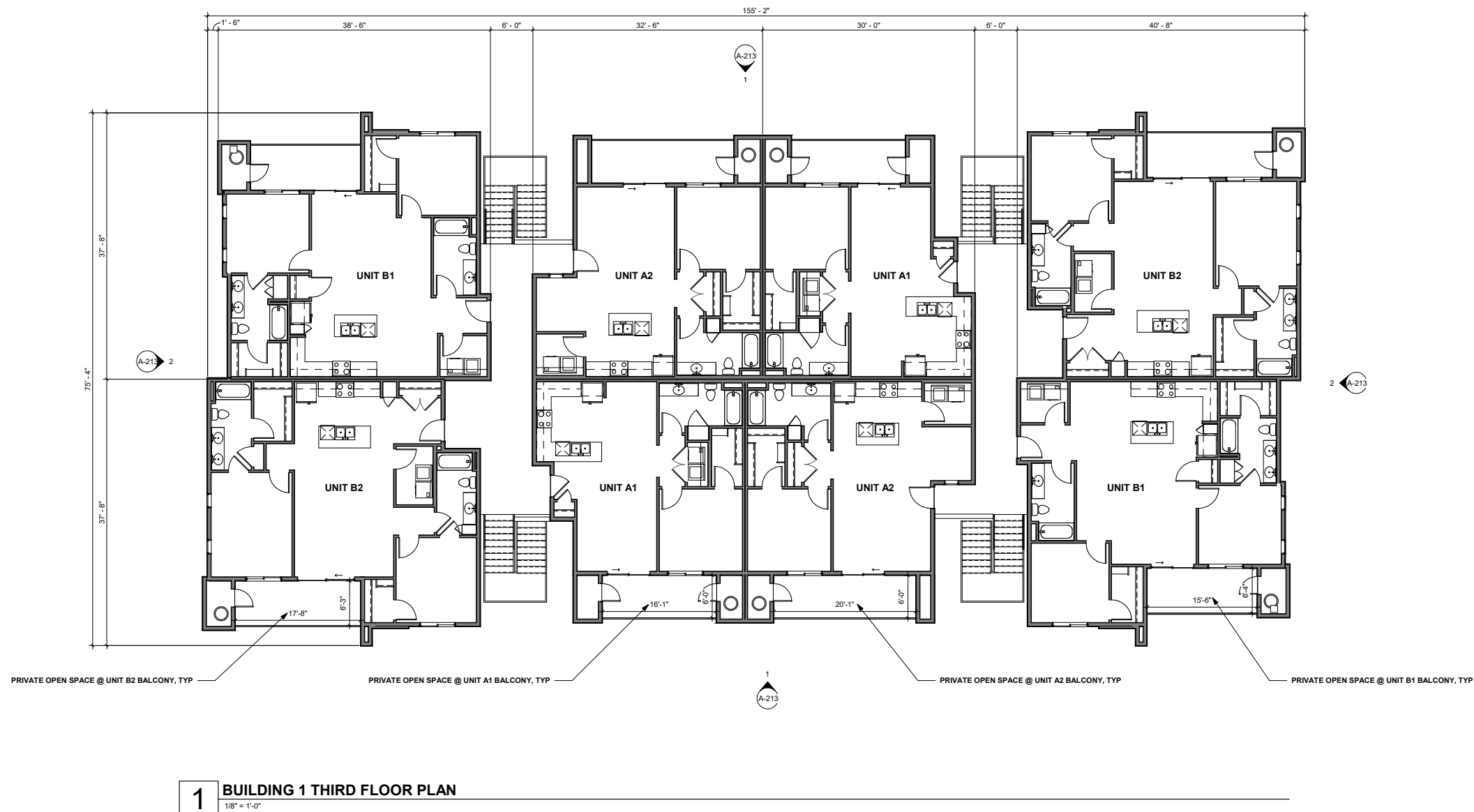
ISSUE DATE
03/09/2022

SHEET TITLE
BUILDING 1
FIRST FLOOR
PLAN

SHEET NUMBER
A-210



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PROJECT NUMBER		
21-081		
ISSUE DATE		
03/09/2022		
SHEET TITLE		
BUILDING 1 SECOND FLOOR PLAN		
SHEET NUMBER		
A-211		



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ASCENT COMPANIES
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AVONDALE, AZ

REV	DATE	DESCRIPTION
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PROJECT NUMBER

21-081

ISSUE DATE

03/09/2022

SHEET TITLE

BUILDING 1
THIRD FLOOR
PLAN

SHEET NUMBER

A-212

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EXTERIOR FINISH LEGEND

- PT-A STUCCO, MAIN BODY
DUNN EDWARDS
DEW286 "PRECIOUS PEARLS"
- PT-B STUCCO, MAIN BODY
DUNN EDWARDS
DEC795 "GRAY PEARL"
- PT-C STUCCO, ACCENT, METAL RAILING
DUNN EDWARDS
DET629 "FADE TO BLACK"
- PT-D STUCCO, ACCENT, METAL RAILING
DUNN EDWARDS
DET695 "GRANGE HALL"
- MAS-1 BRICK VENEER
CORONADO STONE - NEW ENGLAND BRICK
DAKOTA BROWN
- GL-1 WINDOWS: VINYL, DUAL PANE, LOW-E
FRAME COLOR: WHITE
- CMU-1 EXPOSED CMU
ECHELON "PRECISION"
COLOR: BLACK CANYON



2 BUILDING 3 SIDE ELEVATION
1/8" = 1'-0"



1 BUILDING 3 FRONT AND REAR ELEVATION
1/8" = 1'-0"



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PROJECT NUMBER		
21-081		
ISSUE DATE		
03/09/2022		
SHEET TITLE		
BUILDING 3 EXTERIOR ELEVATIONS		
SHEET NUMBER		
A-233		





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FAIRWAY RESIDENCES
ASCENT COMPANIES
SWC VAN BUREN ST & FAIRWAY DR
AVONDALE, AZ

REV	DATE	DESCRIPTION

PROJECT NUMBER

21-081

ISSUE DATE

03/09/2022

SHEET TITLE

BUILDING 3
FIRST FLOOR
PLAN

SHEET NUMBER

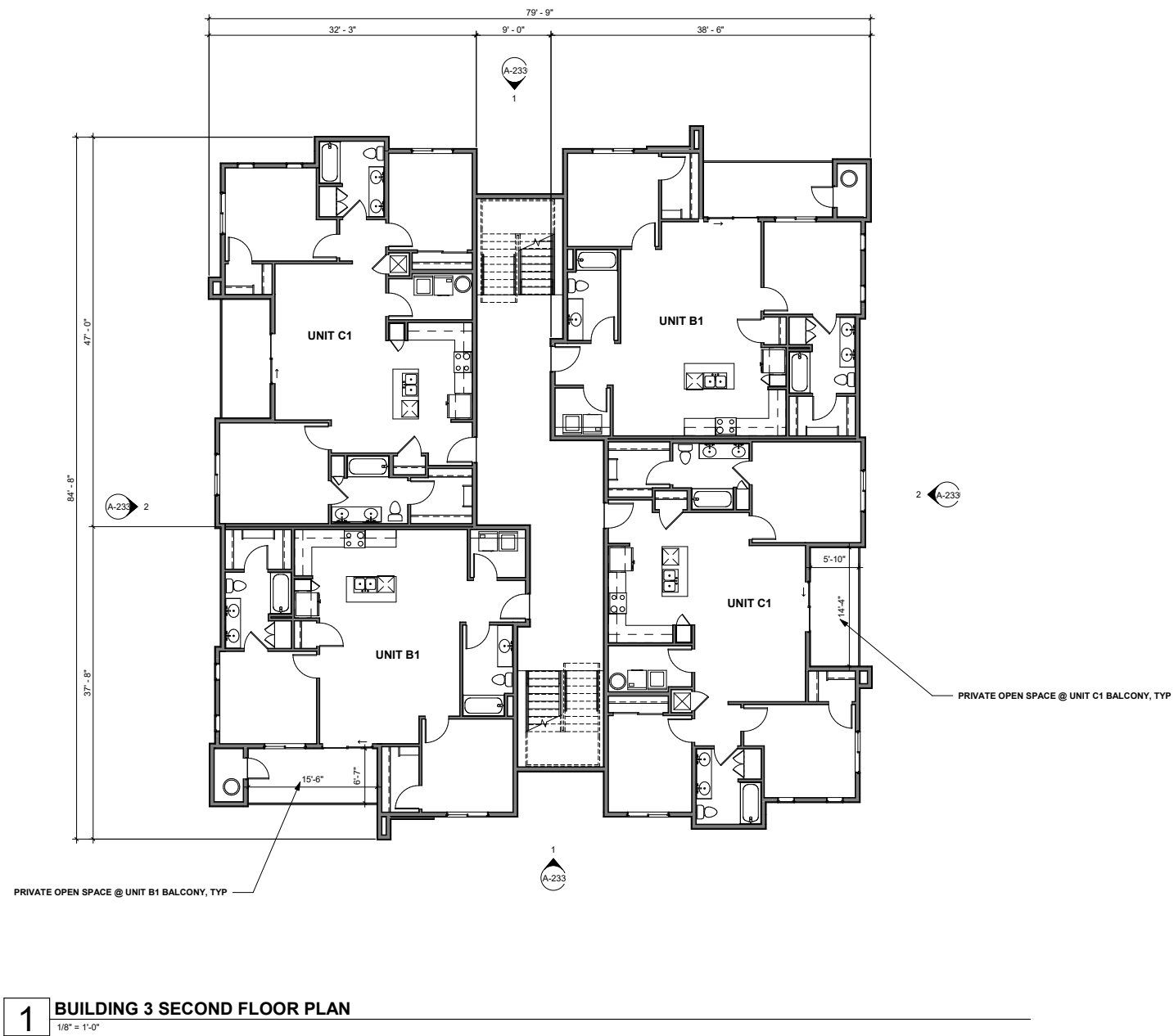
A-230

Fairway Residences

Table of Contents

Exhibit 16: Building 3 First Floor Plan

30





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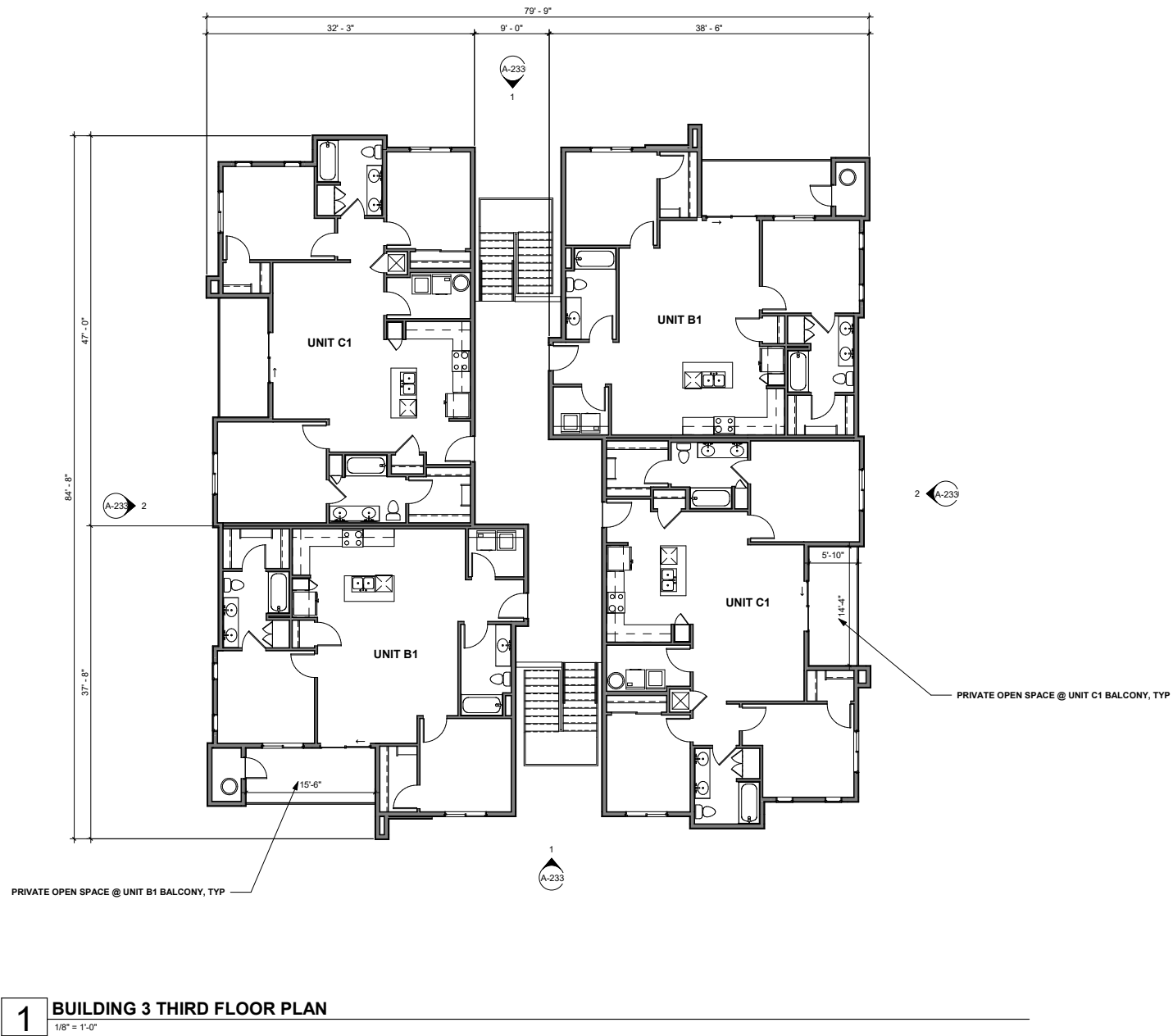
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PROJECT NUMBER
21-081

ISSUE DATE
03/09/2022

SHEET TITLE
BUILDING 3
SECOND
FLOOR PLAN

SHEET NUMBER
A-231





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AVONDALE, AZ

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21-081

ISSUE DATE
03/09/2022

SHEET TITLE
BUILDING 3
THIRD FLOOR
PLAN

SHEET NUMBER
A-232

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REV	DATE	DESCRIPTION
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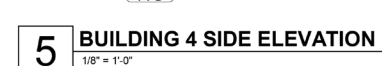
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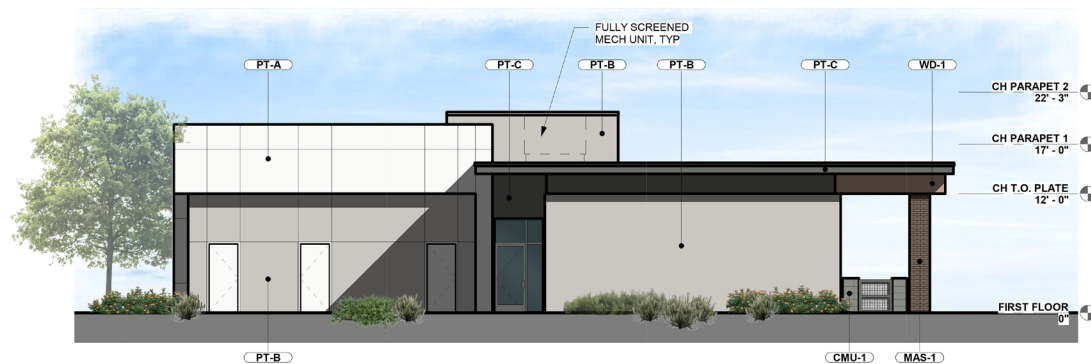
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FLOOR PLANS
& EXTERIOR
ELEVATIONS

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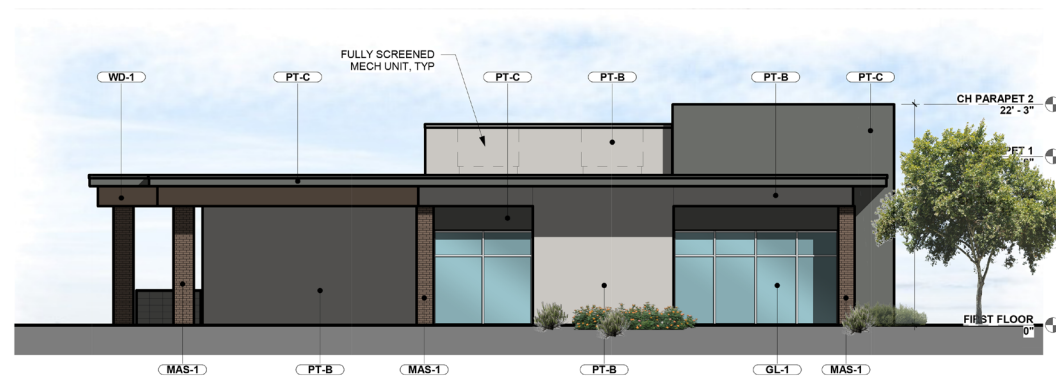
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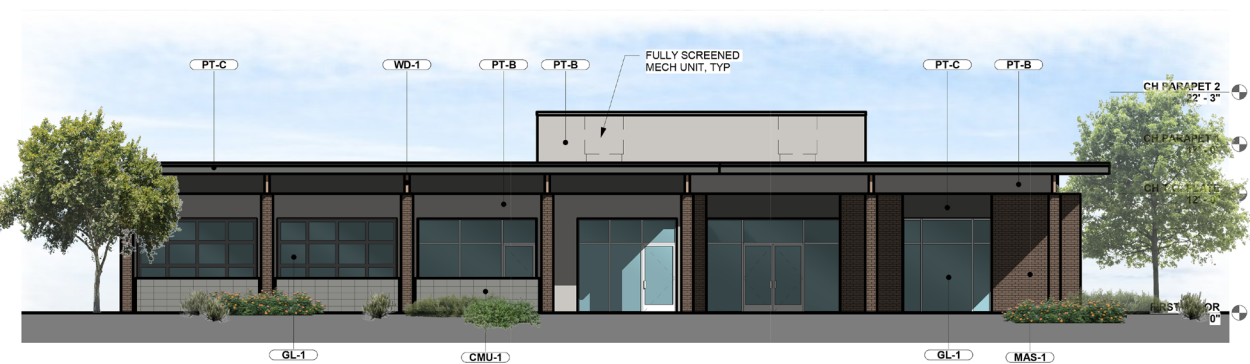
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BUILDING 4 1ST FLOOR GROSS	2,169 SF
BUILDING 4 2ND FLOOR GROSS	2,214 SF
TOTAL GROSS SF	4,383 SF



4 CLUBHOUSE SIDE ELEVATION



2 CLUBHOUSE SIDE ELEVATION



3 CLUBHOUSE REAR ELEVATION



1 CLUBHOUSE FRONT ELEVATION

EXTERIOR FINISH LEGEND

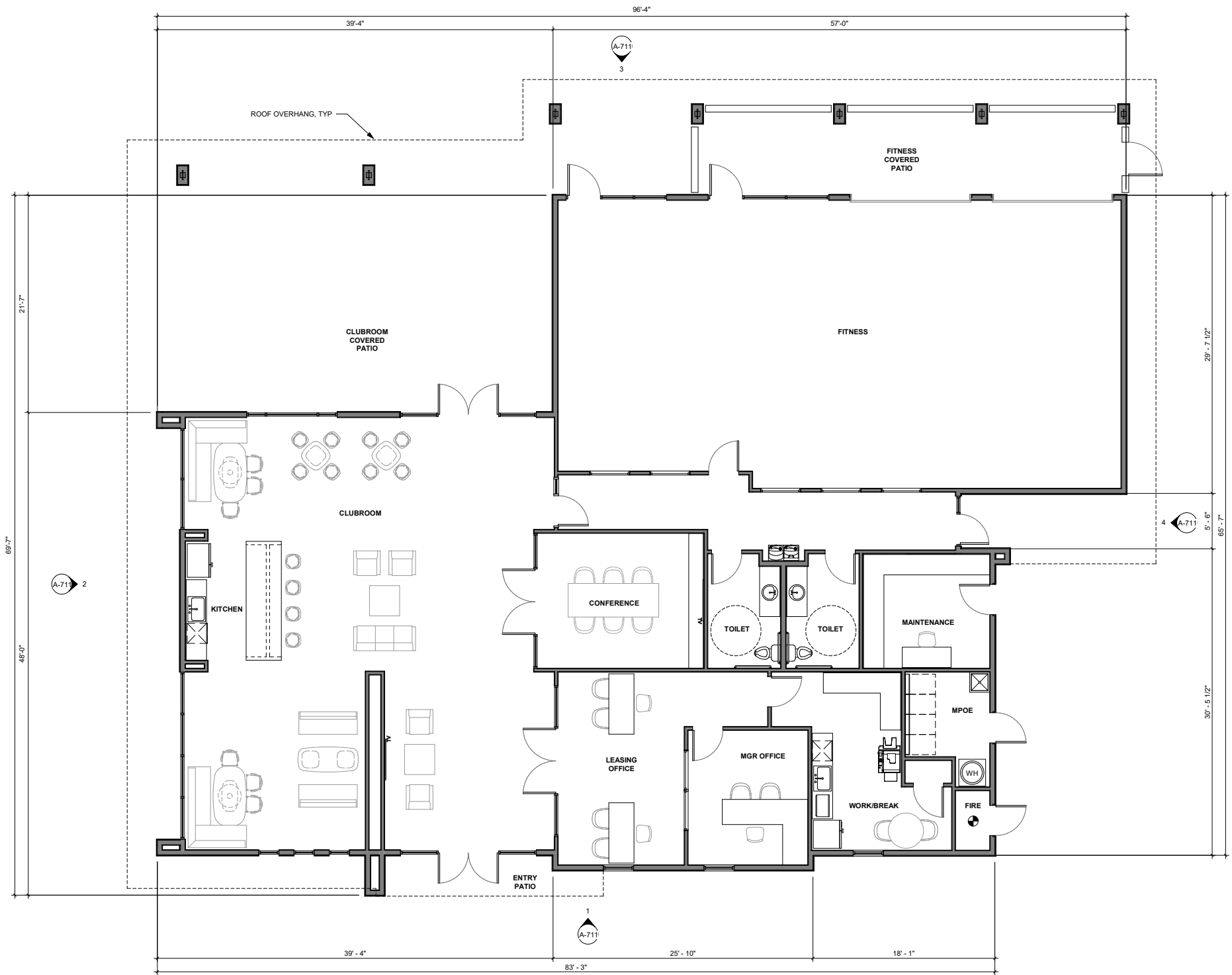
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STUCCO, MAIN BODY
DUNN EDWARDS
DEW286 "PRECIOUS PEARLS"
-  **PT-B**
STUCCO, MAIN BODY
DUNN EDWARDS
DEC795 "GRAY PEARL"
-  **PT-C**
STUCCO, ACCENT, METAL RAILING
DUNN EDWARDS
DET629 "FADE TO BLACK"
-  **MAS-1**
BRICK VENEER
CORNADO STONE - NEW ENGLAND BRICK
DAKOTA BROWN
-  **GL-1**
WINDOWS: VINYL, DUAL PANE, LOW-E
FRAME COLOR: WHITE
-  **CMU-1**
EXPOSED CMU
ECHELON "PRECISION"
COLOR: BLACK CANYON
-  **WO-1**
EXPOSED WOOD GLULAM



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FAIRWAY RESIDENCES
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AVONDALE, AZ

REV	DATE	DESCRIPTION
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03/09/2022		
SHEET TITLE		
CLUBHOUSE EXTERIOR ELEVATIONS		
SHEET NUMBER		
A-711		



1 CLUBHOUSE FLOOR PLAN
3/16" = 1'-0"

CLUBHOUSE BUILDING AREA SUMMARY (GROSS AREA UNDER ROOF)	
CLUBHOUSE	4,914 SF
CLUBHOUSE ENTRY PATIO	82 SF
CLUBHOUSE FITNESS PATIO	374 SF
CLUBHOUSE REAR PATIO	1,147 SF
TOTAL GROSS SF	6,516 SF



1934 East Camelback Rd
Suite 200
Phoenix, AZ 85016
P 602-229-1100

NOT FOR CONSTRUCTION

N.F.C.

NOT FOR CONSTRUCTION

FAIRWAY RESIDENCES
ASCENT COMPANIES
SWC VAN BUREN ST & FAIRWAY DR
AVONDALE, AZ

REV | DATE | DESCRIPTION

PROJECT NUMBER

21-081

ISSUE DATE

03/09/2022

SHEET TITLE

CLUBHOUSE
FLOOR PLAN

SHEET NUMBER

A-710

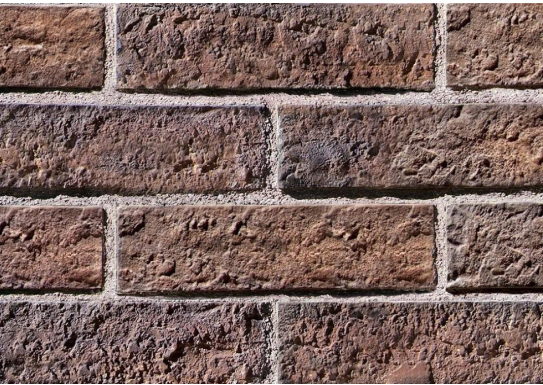


PT-A
STUCCO, MAIN BODY
DUNN EDWARDS
DEW286 "PRECIOUS PEARLS"

PT-B
STUCCO, MAIN BODY
DUNN EDWARDS
DEC795 "GRAY PEARL"

PT-C
STUCCO, ACCENT, METAIL RAILING
DUNN EDWARDS
DET629 "FADE TO BLACK"

PT-D
STUCCO, ACCENT
DUNN EDWARDS
DET695 "GRANGE HALL"



MAS-1
BRICK VENEER
CORONADO STONE "NEW ENGLAND BRICK"
COLOR: DAKOTA BROWN



CMU-1
EXPOSED CMU
ECHELON "PRECISION"
COLOR: BLACK CANYON



GL-1
WINDOWS: VINYL, DUAL PANE, LOW-E
FRAME COLOR: WHITE

 1934 E. Camelback Rd. Suite #200 Phoenix, AZ 85016 P 602 229 1100	NOT FOR CONSTRUCTION	FAIRWAY RESIDENCES ASCENT COMPANIES SWC VAN BUREN ST & FAIRWAY DR AVONDALE, AZ MATERIAL BOARD		PROJECT SF	X,XXX SF	SHEET # MB
				SCALE		
				DATE	03/09/2022	
				PROJECT #	21-081	

6.0 Infrastructure

6.1 Roadway Improvements

Perimeter improvements to Van Buren to facilitate access to the project will be completed with the development. No additional improvements to Fairway Drive are contemplated.

See Exhibit 23: Site Plan

6.2 Utilities

See **Table 5** below detailing the utility providers for Fairway Residences.

Table 5, Utility Providers

Utility	Provider
Water	City of Avondale
Wastewater	City of Avondale
Electric	APS
Natural Gas	Southwest Gas
Phone	CenturyLink/ Cox
Cable	Cox

Fairway Residences Avondale is within the Littleton Elementary School District and Tolleson Union #214 High School District.

6.3 Water

Water service for the Project will be provided by the City of Avondale. Minimum diameter of domestic water mains is 8-inches. The water system will tie into the existing 8-inch water stub onsite to the existing 12-inch waterline in Fairway Drive and the existing 16-inch waterline in Van Buren Street with a dedicated 6-inch fire line and 4-inch domestic line onsite.

Hydrants will be spaced onsite with 300-feet maximum spacing for multi-family residential developments, having a minimum of 3-feet of clearance on all sides and a maximum of 8-feet from the face of curb, as described in the 2018 City of Avondale General Engineering Requirements Manual, Chapter 4, Section Q.

6.4 Wastewater

Wastewater service for the Project will be provided by City of Avondale. A network of 8-inch onsite sewer mains will convey wastewater flows from each building to the southeast portion of the Project. There is an existing 8-inch sewer stub that the sewer system at the project will tie into. The collection system designed for the Project is capable of handling the calculated design flows for the project.

6.5 Drainage

The Property is located within the Federal Emergency Management Agency's (FEMA) Flood Zone X and X-Shaded. The Project will comply with the City and Flood Control District of Maricopa County (FCDMC) design criteria for storm water management. The Project has been designed to retain the 100-yr 2-hr storm event in accordance with County standards. The Project will create no adverse impacts on any downstream property and no offsite drainage adversely impacts the Property.

6.6 Phasing

The project will be developed in a single phase.

KEYED NOTES

- 1A TYP. PARKING SPACE: 9'-6"x18'-0". SEE DETAIL 5/A-011.
- 1C TYP. ACCESSIBLE PARKING SPACE: 11'-0"x18'-0" WITH 5' WIDE ACCESS AISLE. SEE DET. 3/A-011.
- 1D PAINTED CROSSWALK, TYP.
- 2E CARPORT LOCATION. SEE DET. 9/A-011.
- 3A POOL AMENITY. SEE LANDSCAPE PLANS.
- 3D NEW 5' WIDE SIDEWALK, TYPICAL U.N.O.
- 4A VEHICULAR GATE. SEE LANDSCAPE DETAILS. PROVIDE KNOX BOX FOR FIRE DEPT. AND SOLID WASTE TRUCK ACCESS.
- 4C CAMPUS MAP & KEYPAD FOR VEHICULAR GATE ACCESS.
- 6A MASONRY REFUSE ENCLOSURE PER CITY OF AVONDALE STANDARD DETAILS A1170-2 & A1170-3. SEE DETAILS 11/16/A-011
- 9A 6" C.I.P. CONCRETE CURB, TYP.
- 9B ASPHALT PAVING, TYP. U.N.O.
- 10 ACCESSIBLE GARAGE SPACE.
- 11 RIDE-SHARE DROP-OFF AND PICKUP LANE.
- 12 FIRE TRUCK TURNING RADIUS PER CITY STANDARDS; 35' INSIDE RADIUS, 55' OUTSIDE RADIUS
- 18 MAILBOX AREA.
- 20 SHADE TRELLIS PER LANDSCAPE.
- 21 ENTRY MONUMENT SIGN. SEE LANDSCAPE FOR CONCEPTUAL DESIGN. FINAL DESIGN BY OTHERS VIA SEPARATE SUBMITTAL AND PERMIT. SIGN SHALL COMPLY WITH ZONING ORDINANCE 913B.
- 30 EXISTING MEDIAN WITH CURB.
- 31 EXISTING SUB DIVISION MONUMENT SIGN AND LANDSCAPING TO REMAIN.
- 35 DOG PARK. SEE LANDSCAPE PLANS.
- 36 SPORT COURT. SEE LANDSCAPE PLANS.
- 37 TURF AREA WITH RETENTION. SEE LANDSCAPE AND CIVIL PLANS.
- 38 PLAY GROUND. SEE LANDSCAPE PLANS.

PROJECT DATA

SITE INFORMATION:
PROJECT: ASCENT APARTMENTS
SWC VAN BUREN ST & FAIRWAY DR
AVONDALE, ARIZONA

PROJECT OWNER / DEVELOPER: ASCENT COMPANIES
2525 E. CAMELBACK RD., SUITE 500
PHOENIX, AZ
CONTACT: BRADLY RICHARDSON JR
BRICHARDSON@ASCENTCOS.COM
602-725-1531

PROJECT ARCHITECT: triARC ARCHITECTURE & DESIGN
1934 E. CAMELBACK RD. SUITE 200
PHOENIX, AZ 85016
CONTACT: JON HANNA
JON@TRIARCDESIGN.COM
602-229-1100

PROJECT NARRATIVE: NEW MULTIFAMILY PROJECT. 3 STORY BUILDINGS WITH AMENITIES INCLUDING CLUBHOUSE WITH FITNESS ROOM, POOL, DOG PARK

ZONING: EXISTING: PAD
PROPOSED: PAD BASED ON R-4

APN: 500-29-007 + A PORTION OF 500-27-014

SITE AREA: NET: +/- 14.17 AC (APPROX. 717,150 SF)

DENSITY: 20.18 DU/AC PROPOSED
(286 UNITS / 14.17 NET AC)

BUILDING INFORMATION:
BUILDING HEIGHT: 45'-0"
ALLOWED: 40'-0"
PROVIDED:

OCCUPANCY: R-2

CONSTRUCTION TYPE: TYPE V-A, WOOD FRAME

FIRE SPRINKLERS: APARTMENTS: NFPA 13-R
CLUBHOUSE: NFPA 13

DWELLING UNIT MIX:
1 BEDROOM = 108 (38%)
2 BEDROOM = 148 (52%)
3 BEDROOM = 30 (10%)
TOTAL UNITS = 286

BUILDING MIX & FOOTPRINT:
(9) BUILDING TYPE 1 x 10,094 SF FOOTPRINT = 90,846 SF
(5) BUILDING TYPE 3 x 5,990 SF FOOTPRINT = 29,950 SF
(5) BUILDING TYPE 4 x 2,169 SF FOOTPRINT = 10,845 SF
(8) GARAGE x 2,068 SF FOOTPRINT = 12,388 SF
(1) CLUBHOUSE x 6,516 SF FOOTPRINT = 6,516 SF
TOTAL BUILDING FOOTPRINT = 150,553 SF

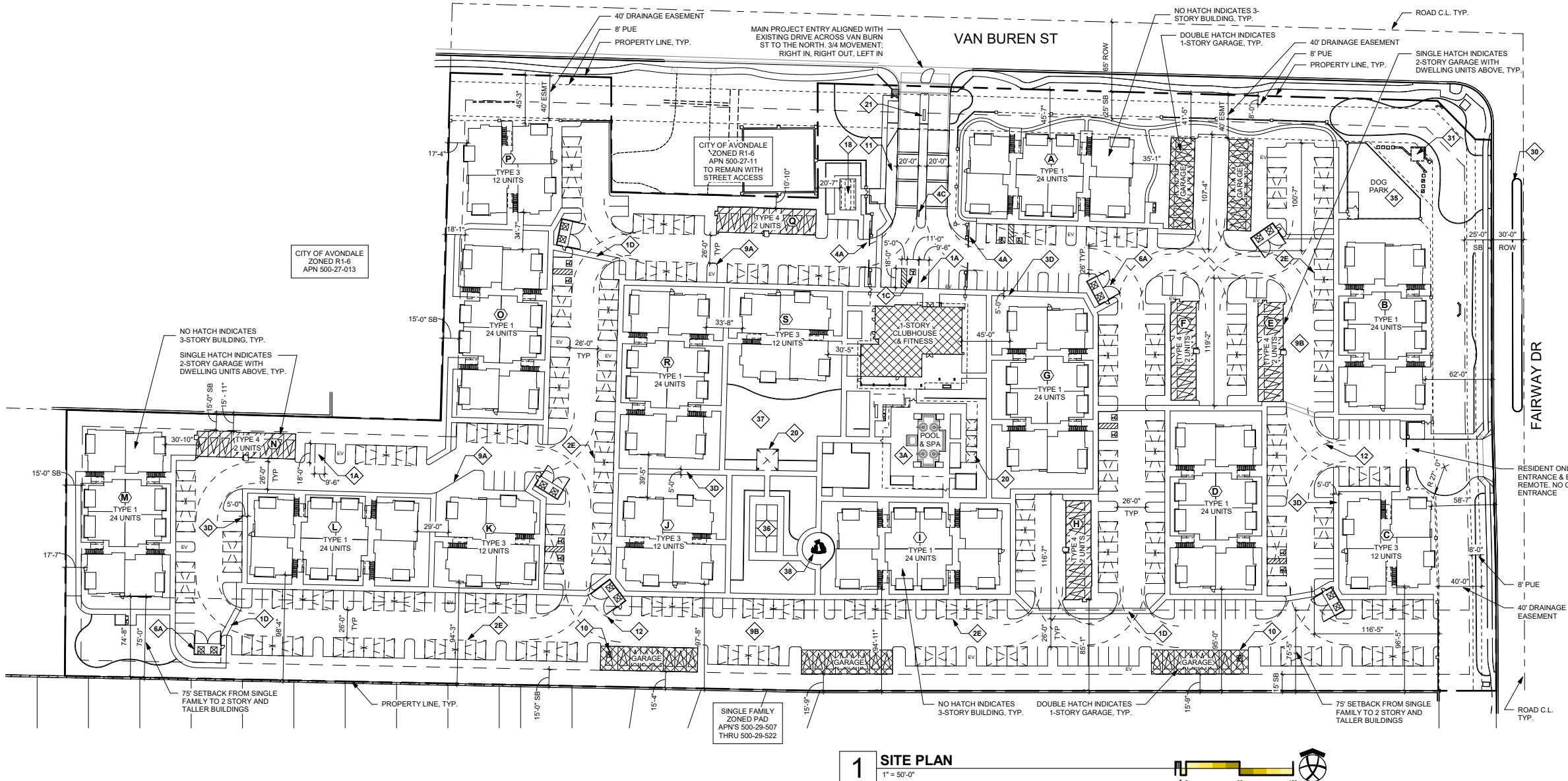
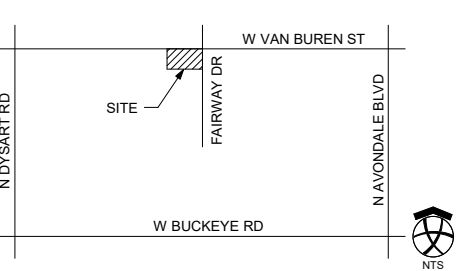
VEHICLE PARKING REQUIRED:
1 BEDROOM: 108 UNITS x 1.5 = 162 SPACES
2 BEDROOM: 148 UNITS x 1.75 = 259 SPACES
3 BEDROOM: 30 UNITS x 2 = 60 SPACES
GUEST: 286 UNITS x 0.2 = 57 SPACES
TOTAL REQUIRED = 538 SPACES
ACCESSIBLE: 2% OF TOTAL = 11 SPACES (INCLUDED IN TOTAL)

PARKING PROVIDED:
SURFACE OPEN = 177 SPACES
SURFACE COVERED = 282 SPACES
GARAGE = 80 SPACES (16.6% OF REQUIRED, LESS GUEST)
TOTAL = 539 SPACES (1.88 PS/UNIT)
(12 ACCESSIBLE PROVIDED, INCLUDED IN TOTAL ABOVE)

ELECTRIC VEHICLE (EV) CHARGING PROVIDED:
LEVEL 2 PHYSICAL CHARGING STATIONS 8
LEVEL 2 CAPABLE GARAGE SPACES 80
CONDUIT FOR FUTURE LEVEL 2 CHARGING STATIONS 20
TOTAL 108

BUILDING SETBACKS:	REQUIRED	PROVIDED
FRONT YARD	25'-0"	41'-6"
SIDE YARD	15'-0"	21'-8"
REAR YARD	15'-0"	15'-6"
STREET SIDE	25'-0"	57'-8"
3 STORY TO SINGLE FAMILY	75'-0"	78'-0"

VICINITY MAP



1 SITE PLAN
1" = 50'-0"

triARC
architecture & design
1934 East Camelback Rd
Suite 200
Phoenix, AZ 85016
P 602-229-1100
NOT FOR CONSTRUCTION

FAIRWAY RESIDENCES
ASCENT COMPANIES
SWC VAN BUREN ST & FAIRWAY DR
AVONDALE, AZ

REV	DATE	DESCRIPTION
PROJECT NUMBER 21-081		
ISSUE DATE 06/08/2022		
SHEET TITLE SITE PLAN		
SHEET NUMBER A-010		

7.0 Maintenance of Common Areas and Facilities

The project will be managed by an on-site management company.

DECIDUOUS TREE TRIMMING

- Why prune a tree?
- There are only a few valid reasons to prune a tree in the urban landscape:
- Promote tree's health
 - Reduce hazards to people
 - Train a young tree
 - Increase or decrease flowers/fruit

When to prune a deciduous tree

In general, pruning has a greater benefit if it is performed while the tree is young. Wounds are smaller and recovery is more rapid. This document will discuss pruning young trees and older trees separately.

Deciduous trees are those that lose their leaves and go through a dormant period in response to cold (and sometimes drought). The best time of year to prune is during this dormancy – when all of the foliage has dropped. Generally this occurs from mid-December to the latter part of January.

All pruning should be done before buds show evidence of swelling. Why?

- Less likelihood of tearing bark
- Less likelihood of dripping sap
- More time for recovery before bud break
- Easier to see branch structure
- Less likelihood of stimulating unwanted growth

Pruning Your Tree At Planting Time:

There is no need to prune a newly-planted tree unless branches have been damaged or if major defects in form are present in branches greater than 1 inch in diameter. Major defects include: multiple central leaders, branches with included bark, rubbing branches and water sprouts and suckers. It has been found that removing tips and buds of young trees slows root growth. If trees are left unpruned, expanding buds and new leaves help root expansion and tree establishment. Damaged branches can be removed at their point of origin, or they can be cut back to a lateral branch that will provide foliage and help establishment the first season.

DESERT TREE TRIMMING

Fortunately, extensive pruning is not required for most desert tree species when they are carefully located in arid landscape designs. Proper tree placement and management can significantly reduce the amount of pruning client adapted trees require. When placing trees in the landscape consider the mature height and spread of the tree. If in doubt, mildly exaggerate the mature size rather than underestimate. Plant trees strategically around structures, play areas, pedestrian traffic and other trees so that mature trees can provide maximum shade with minimal interference. Also consider how mature trees will interact with other components and uses of the landscape. When under story plantings are located beneath dense canopy trees (like mesquites), regular thinning of the trees will be needed to admit adequate sunlight for flowering and lush growth. Regular pruning of mature trees can simplify pedestrian access, improve seating and better accommodate play areas.

Growth management is the least exploited strategy to avoid pruning. Many established desert natives can be naturalized to where they can survive with little or no supplemental irrigation. The practice of limiting water and fertilizer serves to significantly slow growth and reduce the need for pruning and thinning. For species that cannot be naturalized, growth and pruning can still be reduced by limiting irrigation and nitrogen.

Periodic thinning is the most desirable method of pruning. Thinning trees before monsoon season can reduce wind damage to branches and uprooting of trees. Removal of large portions of the tree canopy (more than 30%) during the summer can lead to sunburn injuries that can later be colonized by wood boring insects. Avoid hedging or heading back desert species as this will only stimulate excessive branching. Always use clean, sharp tools that are regularly cleaned in a 10% solution of bleach. Some desert species are slow to exhibit the effects of freeze damage. Branches that do not immediately bear leaves in spring may not be damaged. Delay pruning suspect branches until at least the first of June. Remember pruning can reduce spring flowering.

LANDSCAPE MAINTENANCE OVERVIEW

- All landscape material shall be maintained according to the standards as set forth herein on the approved Landscape Maintenance Manual.
- All landscape areas and material shall be maintained in a healthy, neat, clean and weed-free condition.
- Repairs, modifications and/or removal of existing landscaping, other than necessary for utility, infrastructure, or other repairs caused by unforeseen damages, shall require prior approval by the City Planner or authorized designee. Any approved landscaping that has been permanently removed for any reason without the City Landscape Architect's or authorized designee's approval shall be reported to Code Enforcement and a Notice of Violation may be issued. Material replacement shall be in kind and not less than the minimums as set forth herein, at the owner's expense. Planting shall be replaced per the approved landscape plan or as necessary to meet the requirements stated herein.
- Any plant material determined by the City Planner or authorized designee to be unhealthy or in decline shall be replaced in kind and not less than the minimums as set forth herein, at the owner's expense. This includes but is not limited to natural vegetation screens.
- Plant material shall be pruned according to the approved Landscape Maintenance Manual and conform to the current version of the American National Standard, ANSI A302 - Tree Care Operations - Tree, Shrub, and Other Woody Plant Maintenance - Standard Practices. Plants shall not be severely pruned such that the natural growth pattern or characteristic forms are significantly altered.
- Tree topping is prohibited. Any tree that has been altered by this measure shall be immediately removed and replaced in kind with a new tree, at the owner's expense.
- Landscape areas on-site, as well as in the adjacent right-of-way, shall be maintained by the owner or owner's association (if applicable), and shall be maintained as approved in the Landscape Maintenance Manual. Any areas designated and intended for the purposes of on-site storm water retention shall be maintained and reserved for that primary purpose. Any alteration or deterioration of those areas shall be considered a violation of this Section 12.
- It shall be a violation of the provisions of this Chapter for any person to abuse, destroy or mutilate any tree, plant, or shrub within the public rights-of-way or to attach or place any rope, wire or other item to or on any plant, other than to appropriately support the plant, unless approved by the City Planner or authorized designee, or allow any gaseous, liquid or solid substance which is harmful to plants to come in contact with their roots, trunks, or leaves.

- January
- Shrubs
- Avoid cutting any shrubs back hard during this month due to the low temperatures. Depending on the type of irrigation system in place for shrubs, a general indication of the watering schedule should be 1.5 - 2 hrs per cycle, and depending on the temperatures the schedule should be reduced to one time per week (based on a drip irrigation system).
 - The winter chemical application of pre-emergent weed control will begin again this month. Due to the potential rainfalls this month this could encourage more weed seedlings to germinate and unless this treatment is applied, the weeds can easily become out of control.

- Trees
- The growth of many trees is beginning to slow down and the night temperatures are decreasing. Trees should be cleared up to 12ft from the ground to prevent any nuisance value to pedestrians or vehicles but only minimally keep natural shape of trees intact.

- February
- Shrubs
- We have started natural pruning of shrubs, which is typically done in February and March now that the threat of frost has been reduced. A guideline to the pruning height of various shrubs is as follows:
Groundcover - 4 - 6" (Groundcovers)
Shrubs - 12 - 18" (Shrubs)

- Pruning many of the shrubs to these heights can look very dramatic, at first, but due to favorable weather conditions the plants quickly start to bud out and new growth develops quickly into a more natural looking shrub. During the summer limited pruning is necessary which allows the shrub to flower freely.
- Depending on the type of irrigation system in place for shrubs, a general indication of the watering schedule should be 1.5 - 2 hrs per cycle, and depending on the temperatures the schedule should be reduced to one time per week (based on a drip irrigation system). With all the rain we have been having recently it is recommended that the irrigation stations which supply the trees and shrubs can be turned off for two weeks, if not longer, which will encourage root development.
- The winter chemical application of pre-emergent weed control will continue this month and into March. You should also actively spray weeds in granite areas with Roundup or a similar post-emergent weed control chemical.
- Some of the Lantana are beginning to look poor (turning black/brown) as the weather gets colder. There are two options for dealing with Lantana 1) Lantana can be cut back hard to 3 - 4' in height, before they start to grow back new leaves during the next 4 - 6 weeks. 2) Or you can leave the Lantana with the frost damage leaves / branches present which will protect the roots from further frost attacks and then when the frost threat is over you can cut them back hard.

- Trees
- The growth of many trees is beginning to slow down and the night temperatures are decreasing. Trees should be cleared up to 12ft from the ground to prevent any nuisance value to pedestrians or vehicles but only minimally keep natural shape of trees intact.

- March
- Shrubs
- We have started natural pruning of shrubs, which is typically done in February and March now that the threat of frost has been reduced. A guideline to the pruning height of various shrubs is as follows:
Groundcover - 4 - 6" (Groundcovers)
Shrubs - 12 - 18" (Shrubs)

- Pruning many of the shrubs to these heights can look very dramatic, at first, but due to favorable weather conditions the plants quickly start to bud out and new growth develops quickly into a more natural looking shrub. During the summer limited pruning is necessary which allows the shrub to flower freely.
- Depending on the type of irrigation system in place for shrubs, a general indication of the watering schedule should be 1.5 - 2 hrs per cycle, and depending on the temperatures the schedule should be reduced to one time per week (based on a drip irrigation system). With all the rain we have been having recently it is recommended that the irrigation stations which supply the trees and shrubs can be turned off for two weeks, if not longer, which will encourage root development.
- March is normally the last month in which the application of pre-emergent weed control should take place until July/August. Actively spray weeds in granite areas with Roundup or a similar post-emergent weeds control chemical.

- Trees
- The growth of many trees is beginning to slow down and the night temperatures are decreasing. Trees should be cleared up to 12ft from the ground to prevent any nuisance value to pedestrians or vehicles but only minimally keep natural shape of trees intact.

- April
- Shrubs
- We have started natural pruning of shrubs, which is typically done in February and March now that the threat of frost has been reduced. A guideline to the pruning height of various shrubs is as follows:
Groundcover - 4 - 6" (Groundcovers)
Shrubs - 12 - 18" (Shrubs)

- Pruning many of the shrubs to these heights can look very dramatic, at first, but due to favorable weather conditions the plants quickly start to bud out and new growth develops quickly into a more natural looking shrub. During the summer limited pruning is necessary which allows the shrub to flower freely.
- Depending on the type of irrigation system in place for shrubs, a general indication of the watering schedule should be 2 - 3 hrs per cycle, and depending on the temperatures the schedule should be reduced to one time per week (based on a drip irrigation system). It is much better for the plants to be watered for a long period of time on less of a frequency which will encourage the roots to develop deeper and find a water source.
- The winter application of pre-emergent has now been completed. The next application of pre-emergent weed control should take place until July/August. Actively spray weeds in granite areas with Roundup or a similar post-emergent weeds control chemical.

- Trees
- As the growth of many trees is beginning to increase and they are beginning to produce leaves again, we need to think again about trimming trees especially before the trees crews get busy in June and July pruning palm trees. Our crews are clearing up to 12ft from the ground to prevent any nuisance value to pedestrians or vehicles, but most trees would benefit from more structural pruning which will help the shape of the trees, thin out the main branches and also help prevent any storm damage. It is advantageous to complete heavier pruning of your trees at this time of year, since the trees are less stressed than they are during the intense summer heat.

March and April are ideal time to trim trees, before the temperatures increase.

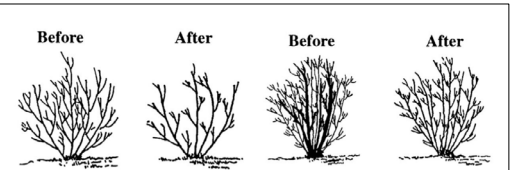


Figure 1. Selective thinning removes the branches back to the point of attachment (left) or to the base of the plant (right) and preserves the natural shape of the plant.

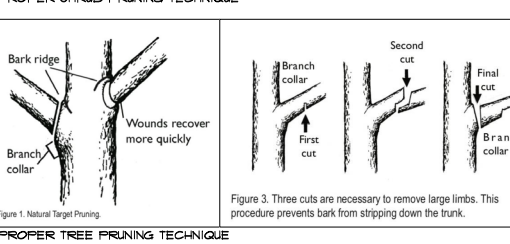


Figure 1. Natural Target Pruning

Figure 3. Three cuts are necessary to remove large limbs. This procedure prevents bark from stripping down the trunk.

- May
- Shrubs
- Most of the shrub pruning over the next few months should be a light shaping, removing branches over sidewalks or selectively pruning larger branches. We want to encourage the shrubs to flower as much as possible, which is why they were planted, rather than continually using gas powered shears to trim the flowers from the shrubs. Use hand pruners or loppers to naturally prune shrubs rather than creating the hedge or table top look. Depending on the type of irrigation system in place for shrubs, a general indication of the watering schedule at this time of year should be 1.5 - 2 hrs per cycle, (based on a drip irrigation system).
 - The next application of pre-emergent weed control should take place until July/August before the summer monsoons. We are also actively spraying weeds in granite areas with Roundup or a similar post-emergent weeds control chemical.

- Trees
- As the growth of many trees is beginning to increase and they are beginning to produce leaves again, we need to think again about trimming trees especially before the trees crews get busy in June and July pruning palm trees. Crews should be clearing up to 12ft from the ground to prevent any nuisance value to pedestrians or vehicles, but most trees would benefit from more structural pruning which will help the shape of the trees, thin out the main branches and also help prevent any storm damage. It is advantageous to complete heavier pruning of your trees at this time of year, since the trees are less stressed than they are during the intense summer heat. The more favorable temperatures allow the trees heal quicker after the tree branches have been removed or trimmed.

June

- Shrubs
- Most of the shrub pruning over the next few months should be a light shaping, removing branches over sidewalks or selectively pruning larger branches. Most shrubs are grown for their flowers and therefore avoid any type of shear trimming, unless necessary, which will allow shrubs to flower as much as possible.
 - Depending on the type of irrigation system in place for shrubs, a general indication of the watering schedule should be 2 - 3 hrs per cycle, and depending on the temperatures the schedule should be one or, if needed, two times per week (based on a drip irrigation system). It is much better for the plants to be watered for a long period of time on less of a frequency which will encourage the roots to develop deeper and find a water source.
 - Weeds still appear to be an issue especially the summer weeds such as Russian Thistle and Nutgrass. Special chemicals are required to slowly get rid of these weeds although it can take several applications to finally try taking control of these difficult weeds. Out in the landscape areas you may now begin to have the Bermuda coming up amongst groundcovers, and shrubs, spray Fusilade II to kill the Bermuda before it becomes a big problem and the dead Bermuda has to be manually removed. Granite areas should be getting sprayed with a pre-emergent weed control chemical during the months of July and August.
 - The next application of pre-emergent weed control should take place until July/August before the summer monsoons.

- Trees
- Most large trees benefit at this time of year from deep root fertilizing. This process involves pressure jetting a fertilizer mix down into the root zone.

July

- Shrubs
- Most of the shrub pruning over the next few months should be a light shaping, removing branches over sidewalks or selectively pruning larger branches. Most shrubs are grown for their flowers and therefore avoid any type of shear trimming, unless necessary, which will allow shrubs to flower as much as possible.
 - Depending on the type of irrigation system in place for shrubs, a general indication of the watering schedule should be 2 - 3 hrs per cycle, and depending on the temperatures the schedule should be one or, if needed, two times per week (based on a drip irrigation system). It is much better for the plants to be watered for a long period of time on less of a frequency which will encourage the roots to develop deeper and find a water source.
 - Weeds still appear to be an issue especially the summer weeds such as Russian Thistle and Nutgrass. Special chemicals are required to slowly get rid of these weeds although it can take several applications to finally try taking control of these difficult weeds. Out in the landscape areas you may now begin to have the Bermuda coming up amongst groundcovers, and shrubs, spray Fusilade II to kill the Bermuda before it becomes a big problem and the dead Bermuda has to be manually removed. Granite areas should be getting sprayed with a pre-emergent weed control chemical during the months of July and August.
 - The next application of pre-emergent weed control should take place until July/August before the summer monsoons. Actively spraying weeds in granite areas with Roundup or a similar post-emergent weeds control chemical.

- Trees
- Prepare trees for the monsoon by thinning out the trees and checking that stakes and ties are secure.
 - Mesquite and Palo Verde trees are beginning to grow quickly as the temperature's rise. Crews should be clearing up to 12ft from the ground to prevent any nuisance value to pedestrians or vehicles, but most trees would benefit from more structural pruning which will help the shape of the trees, thin out the main branches and also help prevent any storm damage during the monsoons. It is important that your trees are trimmed using trained tree climbers under the supervision of a Certified Arborist so that they can correctly assess the pruning requirements for each tree and provide long term recommendations for tree management. It is also essential that you use a company with the correct insurance and Workers Compensation coverage, specifically for tree trimming. The normal coverage for landscape maintenance typically does not cover for tree trimming over 12ft in height.

- Most large trees benefit at this time of year from deep root fertilizing. This process involves pressure jetting a fertilizer mix down into the root zone. Most trees will show noticeable improvements within weeks of the tree has been fertilized and the tree will benefit from increased root development and make the tree stronger and healthier during the summer months do this in June or July.

August

- Shrubs
- Most of the shrub pruning over the next few months should be a light shaping, removing branches over sidewalks or selectively pruning larger branches. Most shrubs are grown for their flowers, avoid any type of shear trimming, unless necessary, which will allow shrubs to flower as much as possible, which is why they were planted, rather than continually using gas powered shears to trim the flowers from the shrubs. Use hand pruners or loppers to naturally prune shrubs rather than creating the hedge or table top look. Depending on the type of irrigation system in place for shrubs, a general indication of the watering schedule should be 2 - 3 hrs per cycle, and depending on the temperatures the schedule should be one or, if needed, two times per week (based on a drip irrigation system). It is much better for the plants to be watered for a long period of time on less of a frequency which will encourage the roots to develop deeper and find a water source.
 - Weeds still appear to be an issue especially the summer weeds such as Russian Thistle and Nutgrass. Special chemicals are required to slowly get rid of these weeds although it can take several applications to finally try taking control of these difficult weeds. Out in the landscape areas you may now begin to have the Bermuda coming up amongst groundcovers, and shrubs, spray Fusilade II to kill the Bermuda before it becomes a big problem and the dead Bermuda has to be manually removed. Granite areas should be getting sprayed with a pre-emergent weed control chemical during the months of July and August.
 - The next application of pre-emergent weed control should take place before the end of August before the summer monsoons and. Also actively spray weeds in granite areas with Roundup or a similar post-emergent weeds control chemical.
 - One of the other pests that become prevalent during hot conditions is spider mites. If given a chance to get a foothold they can quickly kill many landscape plants. Rosemary, Lantana, and many others will have a webbing incasing the leaves and will have thousands of the pinhead sized bugs crawling around. Use a magnifying glass to better identify them.

- Trees
- Mesquite and Palo Verde trees are beginning to grow quickly as the temperature's rise. Most trees would benefit from more structural pruning which will help the shape of the trees, thin out the main branches and also help prevent any storm damage during the monsoons.
 - Property Managers should seriously consider making sure that they have a budget line item for tree trimming during Spring.
 - Most large trees and palms benefit at this time of year from deep root fertilizing. This process involves pressure jetting a fertilizer mix down into the root zone. Most trees will show noticeable improvements within weeks of the tree has been fertilized and the tree will benefit from increased root development and make the tree stronger and healthier during the summer months.

LANDSCAPE MAINTENANCE SCHEDULE

September

- Shrubs
- Most of the shrub pruning over the next few months should be a light shaping, removing branches over sidewalks or selectively pruning larger branches. We want to encourage the shrubs to flower as much as possible, which is why they were planted, rather than continually using gas powered shears to trim the flowers from the shrubs. Use hand pruners or loppers to naturally prune shrubs rather than creating the hedge or table top look. Depending on the type of irrigation system in place for shrubs, a general indication of the watering schedule at this time of year should be 1.5 - 2 hrs per cycle, (based on a drip irrigation system).
 - During the over-seeding process some of the winter ryegrass seed can migrate into shrubs bed areas and with the overspray from the grass areas you can get some ryegrass growing along the boundary between the shrub beds and the grass areas. These weeds should be removed either mechanically or using a spray application of weedkiller.
 - Weeds in grass areas still appear to be an issue especially the summer weeds such as Nutgrass. Special chemicals are required to slowly get rid of these weeds although it can take several applications to finally try taking control of these difficult weeds. Out in the landscape areas you may now begin to have the Bermuda coming up amongst groundcovers, and shrubs, spray Fusilade II to kill the Bermuda before it becomes a big problem and the dead Bermuda has to be manually removed. We are nearing completion of the latest application of pre-emergent chemicals to control weeds. If you are still undecided about whether to approve this treatment the cut-off date will be 15th September. The winter application will begin again in December.

- Trees
- Desert trees such as Mesquites and Palo Verde trees are beginning to slow down, in terms of growth rate. Crews should be clearing up to 12-15ft from the ground to prevent any nuisance value to pedestrians or vehicles, but only if necessary keep natural shape of trees intact. Trim trees back about 10-15% rather than a heavy pruning which takes about 25-30% of branches from the tree. It is important that your trees are trimmed using trained tree climbers under the supervision of a Certified Arborist so that they can correctly assess the pruning requirements for each tree and provide long term recommendations for tree management. It is also essential that you use a company with the correct insurance and Workers Compensation coverage, specifically for tree trimming. The normal coverage for landscape maintenance typically does not cover for tree trimming over 12ft in height.
 - Trim trees in September or October depending on the weather

October

- Shrubs
- Most of the shrub pruning over the next few months should be a light shaping, removing branches over sidewalks or selectively pruning larger branches. We want to encourage the shrubs to flower as much as possible, which is why they were planted, rather than continually using gas powered shears to trim the flowers from the shrubs. Use hand pruners or loppers to naturally prune shrubs rather than creating the hedge or table top look. Depending on the type of irrigation system in place for shrubs, a general indication of the watering schedule at this time of year should be 1.5 - 2 hrs per cycle, (based on a drip irrigation system).
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- November
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 - During the over-seeding process some of the winter ryegrass seed can migrate into shrubs bed areas and with the overspray from the grass areas you can get some ryegrass growing along the boundary between the shrub beds and the grass areas. These weeds should be removed either mechanically or using a spray application of weedkiller.
 - The winter chemical application of pre-emergent weed control will begin again in December. In the meantime, spray weeds in granite areas with Roundup or a similar post-emergent weeds control chemical.

- Trees
- The growth of many trees is beginning to slow down and the night temperatures are decreasing. Trees should be cleared up to 12ft from the ground to prevent any nuisance value to pedestrians or vehicles but only minimally keep natural shape of trees intact.

December

- Shrubs
- Most of the shrub pruning over the next two months should be a light shaping, removing branches over sidewalks or selectively pruning larger branches. We want to encourage the shrubs to flower as much as possible, which is why they were planted, rather than continually using gas powered shears to trim the flowers from the shrubs. Use hand pruners or loppers to naturally prune shrubs rather than creating the hedge or table top look.
 - The winter chemical application of pre-emergent weed control will begin again this month

- Trees
- The growth of many trees is beginning to slow down and the night temperatures are decreasing. Trees should be cleared up to 12ft from the ground to prevent any nuisance value to pedestrians or vehicles but only minimally keep natural shape of trees intact.

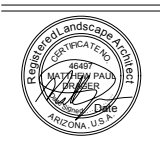
- December
- Shrubs
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DRIP IRRIGATION WATERING SCHEDULE		
TEMPERATURE HIGHS UNDER 70	WATERING LENGTH	INTERVAL
70-80	0.5 HOURS	EVERY 4 DAYS
80-90	1.0 HOURS	EVERY 3 DAYS
90-100	1.5 HOURS	EVERY OTHER DAY
100+	2.0 HOURS	EVERY DAY



Collaborative V
Design Studio Inc.
7116 East 1st Ave.,
Suite 103
Scottsdale, Arizona
85251
office: 480-347-0590
fax: 480-656-6012



EXPIRES 06 / 30 / 2019

LANDSCAPE IMPROVEMENTS ASCENT AVONDALE APARTMENTS AVONDALE, AZ

Landscape Maintenance Schedule

DESIGNED BY:	PV/SH
DRAWN BY:	SH
CHECKED BY:	PV/MD
DATE:	FEBRUARY 16, 2022
REVISION:	

ASCENT AVONDALE
PAD SUBMITTAL

CLS-7

1 of 1

8.0 Conformance with City Plans

The development proposal in this PAD is in line with the City's long-range planning documents and General Plan.

8.1 General Plan Conformance

The purpose of the 2012 General Plan is to provide Avondale with a community identity that guides the City to achieve sustainable relationships between land use, transportation, quality of life, the environment, and economic prosperity. HDR designates residential land that will contain densities up to 30 dwelling units per acre. This category limits private outdoor space and relies on shared or common open space for recreation. Patio homes, apartments, condominiums or townhomes are suitable for this land use under the HDR designation.

Land Use Element

Goal 1: Establish an Avondale identity based on a healthy lifestyle that promotes land uses which foster an economically sustainable and socially dynamic community.

Policy A: Focus attention on urban centers, and develop additional tools to assist in the development and redevelopment of areas unique to Avondale, such as Western Avenue and City Center.

Policy C: Diversify Avondale's housing stock by providing for varied residential types with an emphasis on large lot development in the southern core of the City.

Policy D: Enhance the attractiveness of infill parcels as an option for new development throughout Avondale.

Policy F: Support higher density/urban land uses to support future transit and rail.

The Project will work toward multiple land use goals by adding a higher density mix of housing stock to a crucial infill location on a major corridor (Van Buren is classified as a 'Bus Transit Corridor' and road for future bike lanes in the General Plan). The high density residential combined with the pedestrian connectivity throughout the project and the Coldwater Springs neighborhood will create an ideal setting to support access to future transit in the area.

The Fairway Residences project has access to numerous multi-modal transportation amenities. The Avondale ZOOM Circulator bus stop is less than a mile west of the Project on the northeast corner of Dysart and Van Buren, which provides free transit service to employment, entertainment, and commercial throughout Avondale. The project is also located 1.7 miles from the Goodyear Park-and-Ride. This proximity will allow residents to catch the Valley Metro Express commuter bus (Route 562) directly to downtown Phoenix or connect them to the Valley Metro Rail, providing access to the greater Phoenix metro area and east valley.

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 Project provides new, modern residential options with careful consideration to the pedestrian connections. A significant landscape buffer is provided between the project boundary and the residences south of it in Coldwater Springs to ensure visual screening and buffering in addition to the building setbacks and placement of the three-story buildings in the interior of the project. Although the Property is within close proximity to commercial centers, the Agua Fria River provides a natural aesthetic and noise buffer from areas of high commercial uses to the west. The Avondale Commerce Center to the north of the Project is separated by Van Buren and consists of distribution warehouses that require extra setback and buffer requirements to accommodate for surrounding residential uses. The elementary school to the north and high school to the east of the Project offer great, nearby educational amenities for the full K-12 experience in addition to the local District schools. .

Goal 7: Plan for educational facility locations as development and redevelopment occurs.

Policy A: Maintain a good working relationship with school districts in order to ensure that all new development is adequately served by existing or new school sites.

The school districts serving the project have been notified of the non-age-restricted development proposal and the developer is working with the districts on a donation agreement to provide for a contribution to assist with the provision of adequate facilities in advance of the secondary property taxes that will be generated following the development of the project.

Economic Vitality Theme

Goal 3: Enhance and market Avondale's business climate.

Policy D: Support new development that accommodates business attraction opportunities.

Goal 8: Invest in neighborhood infrastructure, public spaces, and amenities.

Policy 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 Project enhances Avondale's business climate by providing the additional housing necessary for economic development in the region. As a new residential development within a PAD, it is held to a high standard for providing quality and diverse open space elements for the community. With the pool, and other active and passive amenity options, the Project includes a host of options for outdoor enjoyment. The added perimeter greenbelt will also serve the adjacent community and surrounding area.

Neighborhoods Theme, Housing Element

Goal 1: Provide a variety of safe housing opportunities and neighborhoods for all current and prospective Avondale residents.

Goal 2: Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels.

Fairway Residences will provide unique, modern multi-family housing options in an area of the City that currently is entirely single-family in nature. The addition of this housing type, as envisioned by the General Plan, will provide for residential opportunities in close proximity to educational and employment opportunities to reduce commute costs and increase quality of life in a safe housing environment. The project is gated and secure, and the adjacent fire station further enhances that security.

Preservation and Revitalization Element

Goal 2: Create a true sense of community that stretches beyond neighborhood boundaries.

Policy A: Improve the physical connectivity between our neighborhoods as well as between our neighborhoods and nearby non-residential development.

\ The Property lies at the northwest corner of the PAD and acts as the transition point from primarily single-family residential to the Avondale Commerce Center and retail on Van Buren. The existing bike lane on Fairway joins Fairway Residences to a system of biking paths that connect throughout the PAD and to additional multi-modal amenities in the area. This physical pedestrian connectivity in a suburban core combined with transit-oriented elements such as bike lanes and transit options will provide residents the opportunity to lead a healthy lifestyle. This will create a more vibrant, walkable community for all residents in the area and will help foster a true sense of community through Fairway Residences and the Coldwater Springs neighborhood.

Sustainability Theme, Energy Element

Goal 1: Integrate energy efficiency measures and renewable energy sources into all aspects of Avondale planning.

Policy C: Encourage “walkable” communities, vertical development where appropriate, transit, and efficient land use patterns to minimize fuel consumption and energy usage.

This suburban, horizontally integrated Project has an appropriately scaled two and three-story product adjacent to a variety of transit options, which encourages the minimization of fuel consumption. The Project will also provide residents with electric vehicle (“EV”) charging stations to support current and future EV needs. Additionally, the incorporation of a ride-share drop-off and pickup lane will offer a safe and convenient alternative to individual commuting, further minimizing fuel consumption of residents.

Community Mobility Theme, Circulation Element

Goal 4: Promote and support an integrated transportation system that mitigates congestion, fosters a sense of community, and preserves the environment.

Policy A: Provide and support opportunities for all modes of travel for all ages and abilities.

Policy C: Develop adequate links to arterial roadways from new residential, recreation, and employment areas.

Fairway Residences’s close proximity to the Avondale ZOOM Circulator combined with its internal pedestrian connections to the surrounding neighborhood, promotes and supports an integrated transportation system that mitigates congestion. The multi-modal transportation options for Fairway Residences provide and support opportunities for all modes of travel for all ages and abilities, as younger children will have the ability to walk and ride their bikes throughout the Coldwater Springs community and to the area schools. Further, the Agua Fria Trail and walkway surrounding Fairway Residences provides residents with adequate options to walk and connect with Friendship Park to the north or the communities to the south.

Quality of Life Theme, Urban Design Element

Goal 5: Maximize housing opportunities in locations within a half-mile of transit, with good access to employment areas, neighborhood services, and public facilities in order to promote a healthy community both sustainably and economically.

This proposed high-density Project will maximize housing opportunities in locations within a mile of transit, with good access to employment areas, neighborhood services, and public facilities in order to promote a healthy community both sustainably and economically. The Project provides close proximity to multiple commercial areas such as the Coldwater Plaza Shopping Mall to the west and a commercial center just east along Van Buren.

9.0 Conclusion

The Fairway Residences feature modern amenities and architecture in close proximity to major employers, commercial and recreational amenities. The design of the project is consistent with the General Plan and will complete the development of the entrance to Coldwater Springs in a manner that creates a sense of arrival to Avondale’s playful, residential community. Ascent looks forward to bringing this project to fruition with the City and establish another quality residential community that Avondale is known for.

APPENDIX A: Avondale R-4 Uses

LAND USE	Avondale R-4
Assisted Living Facility	C
Boarding House	C
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 a dwelling	P
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 a dwelling.	C
Child Care Center in conjunction with a Place of Worship	C
Community Garden, one acre or less	P
Convalescent Home	C
Group Home	P
Home Occupation, as an accessory to the primary residential use of a dwelling.	PC
Manufactured or Mobile Home	-
Multi-Family dwelling	P
Nursing Home	C
Park and recreation areas, public	P
Place of Worship	C
Public utility facility required for local service	PC
Public utility facility with the exception of those allowed as a Use Permitted with Conditions above	C
School, public	P
Single-Family attached dwelling	P
Single-Family detached dwelling	-

P = Permitted Use

PC = Permitted with Conditions

C = Conditional Use Permit Required

- = Not Permitted

Fairway Residences

Summary of Neighborhood Meeting

Avondale, AZ

May 17, 2022 at 6:00 p.m.

Case No. PL-22-0068



Neighborhood Meeting Summary for

Fairway Residences

Avondale, AZ

May 17, 2022 at 6:00 p.m.

Case No. PL-22-0068

The neighborhood meeting for Fairway Residences ("Project") was held at 6:00 p.m. on May 17, 2022, via remote Zoom meeting. The following members of the project team and City staff attended:

Members of the development team present included:

Brad Richardson – Ascent Companies

Andrew Yancey – Bergin, Frakes, Smalley & Oberholtzer

Caleb Weeks – Bergin, Frakes, Smalley & Oberholtzer

Joe Spadafino – CivTech

Jon Hanna - TriArc

Brian Nicholls – EPS Group

Clint Robison – Ascent Companies

Slade Sheaffer – TriArc

Scott Heffernan – Collaborative V

City Officials and Staff:

Ann Dolmage – City of Avondale

Eric Fitzer – City of Avondale

Attendees were let into the meeting at 6:00pm with the meeting beginning at 6:05 pm. The application was presented as a power point via Zoom for the attendees. Ms. Dolmage provided a brief introduction of the project, then turned the presentation over to the Applicant team. Mr. Richardson walked the public through the project overview, location, and existing general plan designation of the property. He discussed Ascent's business of developing, owning, and operating high-quality multi-family properties in the Valley. He further explained the location of the property at the southwest corner of Van Buren Street and Fairway Drive, the existing zoning with a portion within the Coldwater Springs PAD and a portion zoned R1-6, and the proposal to rezone to a PAD to permit the proposed 286-unit multi-family community ("Project"). Mr. Richardson walked the attendees through the development plan, landscape plan, and community amenities of the Project. Mr. Richardson described the development team's discussions with the City regarding a well site on the property as well as anticipated traffic patterns. He discussed the location of the various buildings within the property and the goal to distance residential structures away from the existing single-family homes to the south. In addition, he discussed the various building types and elevations that would make up the community. Mr. Richardson discussed

the thoughtful design that went into the architecture and articulation of the buildings to add visual interest within the community. The presentation ended with a note that public hearing dates were not scheduled yet at this time, but that they were expected to occur this summer.

Mr. Richardson then opened the meeting to questions. Vice Mayor Malone and eight additional members of the public attended the meeting. A summary of the public discussion is below.

Questions and Responses:

A citizen asked if the upcoming public hearings would determine if the development will happen or not.

Mr. Yancey explained that the application was being processed by the City. He explained that City staff will prepare reports for the Planning Commission and ultimately City Council hearings which has the ultimate authority to approve or deny the application.

A citizen asked if any of the units have subsidized or lower income pricing.

Mr. Richardson explained that all units would be market rate.

A resident asked about traffic along Fairway Drive – expressing concerns of increased traffic and speeding along the road. Specific questions were raised about the plans for Fairway Drive with the current charter school, planned high school, and residential uses bringing in more traffic to the community.

Mr. Richardson explained that the City and the development team put a lot of time into the determination of the entrances – specifically working with the City to determine the best way to orient access into the Project. Mr. Richardson explained that the primary entrance was positioned on Van Buren and the entrance on Fairway Drive was specifically a resident only access that would have an automatic gate with no keypad access. He explained that the idea was to locate the majority of the traffic onto Van Buren.

Vice Mayor Malone asked if the Project would be providing a deceleration lane on Fairway Drive for the resident only access. Vice Mayor Malone expressed concerns about residents entering the community from Fairway Drive on a street where drivers may be traveling above the posted speed limit.

Mr. Yancey explained that this was evaluated as part of the application through the traffic statement. He noted that Fairway Drive is a collector street with a posted speed limit of 30 MPH, and that the traffic analysis determined that a deceleration lane was not necessary for the Fairway Drive entrance.

Vice Mayor Malone discussed that she had heard concerns from residents in the adjacent neighborhood about traffic patterns, largely stemming from the schools uses, but also in regard to people using the residential streets of the adjacent communities to make turns on to Fairway Drive.

Mr. Yancey explained that Project residents will most likely become familiar with the school traffic patterns and would largely “self-police” during times of heavy school traffic on Fairway Drive. Mr. Yancey continued by noting that the eastern portion of the property is currently zoned for commercial uses. He explained that the traffic study for the Project provided a comparison of estimated trips from the proposed Project and estimated trips if the entire site

was developed as commercial, and it projected that the commercial development scenario would generate approximately triple the Project's trips.

A question was asked about whether the Project would re-do a traffic study after the high school was opened.

Mr. Fitzer explained that the traffic study and engineering department take into account the other developments within the area – in regard to future uses and legacy issues in the area.

A citizen expressed further concerns about traffic, citing semi-trucks that “get lost” and drive through the neighboring communities as well as people that park within the residential communities to wait for their children to get out of school and walk to their cars. They also discussed a comparison to West Point High School in Avondale and concerns about the traffic there.

Mr. Fitzer explained that the City has no zoning or regulatory authority over the development of charter schools because of state laws. He explained the City would have preferred to have more input regarding placement of charter schools within the community. He explained the currently allowed uses on the site are more intense traffic-wise than the Applicant's proposal, and he emphasized that at some point the property will be developed.

Vice Mayor Malone addressed the West Point High School traffic issues and improvements that the City is making there and explained that staff was listening to residents concerns about general school access and traffic. The citizen who raised the question agreed that there were improvements to the West Point High School access.

A citizen expressed concern due to the added traffic for Fairway when making a left hand turn when driving north, unable to clearly see the traffic heading south.

Mr. Yancey noted that this concern appeared to pertain to an existing condition at the intersection.

Vice Mayor Malone asked if there would be a deceleration lane on Van Buren.

Mr. Yancey explained that similar to Fairway Drive, the traffic analysis showed that a deceleration lane would not be necessary on Van Buren Street and that other uses along Van Buren did not have right-turn deceleration lanes.

Vice Mayor asked about the trees that are being planted along the southern border and whether they would impact adjacent neighbors' yards.

Mr. Richardson explained that the tree planting in that location was intended to provide screening to the neighboring residences, but that the development team would look at proximity to neighbors' yards. He also noted there is approximately 15' between the garage buildings on the southern side of the property and the property boundary.

A citizen asked if the wall on the plan was the existing block wall on-site.

Mr. Richardson explained that yes, the existing wall is what is shown within the presentation.

Vice Mayor Malone asked what type of commercial would be allowed under the current zoning of the property?

Mr. Yancey explained that the commercial uses allowed under the existing PAD amendment included a variety of uses such as retail, medical office, and professional office. In addition, an assisted living facility is permitted under the current entitlements.

A citizen asked why Avondale needed more multifamily housing.

Mr. Richardson explained that job growth in Avondale was driving a need for more housing – especially luxury-style multi-family units. Mr. Yancey and Mr. Richardson explained the market need for this type of housing as well as the idea that this would supplement the existing housing serving new employment uses in Avondale.

A citizen asked if a grocery store could be developed on site.

Mr. Richardson explained that retail often follows rooftops. He explained that traffic generated from a commercial development would be more significant than the proposed Project's traffic. Mr. Yancey also noted that the site has remained vacant under its current zoning.

The meeting ended at 7:20 pm.

Ann Dolmage

From: Jack Gunnette [REDACTED]
Sent: Friday, May 13, 2022 12:12 PM
To: Ann Dolmage
Subject: Rezoning and amendments to property site W Van Buren and Fairway Drive

This Message Is From an External Sender

This message came from outside your organization.

My name is Jack Gunnette and I own a home in Coldwater Springs on W Monroe St. I am not in favor of changing the zoning designation from single- family residential to Multi-family residential.

Our community is growing too fast. With the development of Avari apartments at 354 units on Avondale Blvd. and the prospect of another 286 units we will have added an additional 640 new units to our community. If this new development is approved we will have, at the least, added 960 more people and cars to the already congested streets, This is figuring 1 1/2 people and auto per unit.

With the opening of the new on and off ramps of I 10 at Fairway Drive and the new prep school on the corner of Fairway Drive and W Van Buren even more congestion will happen and I see nothing in the planning that will alleviate this problem. Fairway drive is the shortest way for many of us to enter and leave our homes and it has become more congested.

Other considerations to consider with more people moving into our area is the possible water shortages we may face in the not too distant future.

Thank you for allowing me to voice my concerns.

Jack Gunnette

Ann Dolmage

From: Art Moreno [REDACTED]
Sent: Wednesday, June 29, 2022 8:14 PM
To: Ann Dolmage
Cc: Eric Fitzer
Subject: development project

Ms Dolmage,

My name is Arturo Moreno, I been a resident of The city of Avondale for nearly Eight years and hopefully this will be my last place of residence, I actually moved from the City of Phoenix because I saw in Avondale a better place to live. During this short time I seen the changes in this city being traffic a major issue and like many other places as the city grows traffic comes with it.

The upcoming project that you have to take place on Fairway Drive and Van Buren Seems illogical to the way the city has been doing the planning all along, if not crazy. We already have Legacy Traditional Charter School on one corner with a High School being build on the other and now you are bringing apartments on the other corner of the street, can you imagine the traffic at 7:30AM or 3:00PM on weekdays??? This area is going to be chaotic!!!

What are we really trying to do???

Is that the only possibility for those lots???

I can see bringing revenue to the City but planning has to play a roll too. I just hope you reconsider the options and don't turn this area into another chaos intersection because of lack of planning.

Best Regards
Arturo Moreno

Sent from my iPhone

Ann Dolmage

From: Mike Pineda
Sent: Thursday, August 11, 2022 1:52 PM
To: Ann Dolmage
Subject: Fwd: Apartments on Fairway at Van Buren

Sent from my iPhone

Begin forwarded message:

From: Mike Pineda <mpineda@avondaleaz.gov>
Date: August 3, 2022 at 12:46:07 PM MST
To: Paul Darling <[REDACTED]>
Subject: Re: Apartments on Fairway at Van Buren

Hi Paul

Thank you for your email. I appreciate the feedback regarding the proposed project. I have a meeting scheduled with the developer next week and I will share it with them.

Ultimately the decision rests with the mayor and council. Feedback such as yours will be provided to them as well to demonstrate resident concern.

My goal is to provide a voice to the community that I represent as I vote for you not me.

I plan on providing a debrief to the hoa board on 8/25. I'm sure they will provide an update to you as well.

Again, thank you for your feedback!

Councilmember
Mike Pineda

Sent from my iPhone

On Aug 2, 2022, at 5:46 PM, Paul Darling <[REDACTED]> wrote:

This Message Is From an External Sender

This message came from outside your organization.

Dear Mr. Pineda, thank you for taking time to read this. My wife and I have lived here in Coldwater for 10 years, and hope to live here indefinitely. It's been a

beautiful neighborhood, although we were disappointed when our biking/walking trail access at the west end of CWS Blvd was walled off.

We feel that a multi-story apartment building right at the entrance to our beautiful neighborhood will change the character of the area in a less than desirable fashion. I certainly would not want to be a homeowner right at the edge of the property, now in the shadow of an apartment building. And obviously there will be a traffic impact, more congestion, traffic delays, more noise, pollution, etc. It leads me to wonder why the zoning is being changed, since the appeal of the neighborhood was in the residential single-family zoning. It seems to me a betrayal of the people who trusted that initial zoning. And it's very difficult to envision parking for hundreds of vehicles in that limited space.

I hope someone will stand up to the flood of money and lawyers who care nothing about our neighborhood, and less than nothing about the residents who will be impacted by the change for many many years. Sincerely, Paul and Annette Darling,

[REDACTED] Avondale. 62 [REDACTED]

Ann Dolmage

From: Mike Pineda
Sent: Thursday, August 11, 2022 1:52 PM
To: Ann Dolmage
Subject: Fwd: Requested Input

Sent from my iPhone

Begin forwarded message:

From: Mike Pineda <mpineda@avondaleaz.gov>
Date: August 3, 2022 at 12:48:35 PM MST
To: D RUIZ [REDACTED]
Subject: Re: Requested Input

Hi Debra

Thank you for your email. I appreciate the feedback regarding the proposed project. I have a meeting scheduled with the developer next week and I will share it with them.

Ultimately the decision rests with the mayor and council. Feedback such as yours will be provided to them as well to demonstrate resident concern.

My goal is to provide a voice to the community that I represent as I vote for you not me.

I plan on providing a debrief to the hoa board on 8/25. I'm sure they will provide an update to you as well.

Again, thank you for your feedback!

Councilmember
Mike Pineda

Sent from my iPhone

Sent from my iPhone

On Aug 2, 2022, at 2:00 PM, D RUIZ [REDACTED] wrote:

This Message Is From an External Sender

This message came from outside your organization.

Mike,

I am a homeowner in Coldwater Springs and I understand that you are looking for feedback on the possibility of a new apartment complex on the west side of Fairway drive and Van Buren. I believe this would be a great mistake for our community. It is already bad with the new school opening and can't even imagine the traffic jams that come with that.

If there is a way that you can help in not seeing this come to reality for it would be a God sent to this whole community.

Sincerely,
Debra Ruiz

Ann Dolmage

From: Mike Pineda
Sent: Thursday, August 11, 2022 1:52 PM
To: Ann Dolmage
Subject: Fwd: Apartment proposal

Sent from my iPhone

Begin forwarded message:

From: Mike Pineda <mpineda@avondaleaz.gov>
Date: August 3, 2022 at 12:53:50 PM MST
To: Cathy Hlousek [REDACTED]
Subject: Re: Apartment proposal

Good afternoon Cathy

Thank you for your email. I appreciate the feedback regarding the proposed project. I have a meeting scheduled with the developer next week and I will share it with them.

Ultimately the decision rests with the mayor and council. Feedback such as yours will be provided to them as well to demonstrate resident concern.

My goal is to provide a voice to the community that I represent as I vote for you not me.

I plan on providing a debrief to the hoa board on 8/25. I'm sure they will provide an update to you as well.

Again, thank you for your feedback!

Councilmember
Mike Pineda

Sent from my iPhone

On Aug 1, 2022, at 10:23 PM, Cathy Hlousek [REDACTED] wrote:

This Message Is From an External Sender

This message came from outside your organization.

My name is Cathy Hlousek and I live in Coldwater Springs. I want to voice my opinion on the apartments being proposed for the Southwest corner of Fairway and Van Buren. We built our home here 20 yrs ago, so we have seen a lot of growth. We had enough

congestion when Legacy was built. That finally got better when the road was widened and the exit was added. Now we have a High School on the Southeast corner and it is already causing more traffic problems! Now you want to put more apartments there. I think it irresponsible to add more traffic congestion especially since there is the new fire station just west of here. What happens when fire truck gets a call and is stuck in traffic because there is no way for them to get through. Please reconsider that proposal. My husband and myself are completely opposed to it.
Thank you for your time. I look forward to your response.

Cathy Jim Hlousek
[REDACTED]

623 [REDACTED]

Sent from Yahoo Mail on Android

Ann Dolmage

From: Mike Pineda
Sent: Thursday, August 11, 2022 1:52 PM
To: Ann Dolmage
Subject: Fwd: Apartment Complex - Fairway and Van Buren

Sent from my iPhone

Begin forwarded message:

From: Mike Pineda <mpineda@avondaleaz.gov>
Date: August 3, 2022 at 12:59:40 PM MST
To: Andrea Sesma <[REDACTED]>
Subject: Re: Apartment Complex - Fairway and Van Buren

Good afternoon Andrea,

Thank you for your email. I appreciate the feedback regarding the proposed project. I have a meeting scheduled with the developer next week and I will share it with them.

Ultimately the decision rests with the mayor and council. Feedback such as yours will be provided to them as well to demonstrate resident concern.

My goal is to provide a voice to the community that I represent as I vote for you not me.

I plan on providing a debrief to the hoa board on 8/25. I'm sure they will provide an update to you as well.

As for a grocery store, the council is aware of the desire to provide an additional grocery option nearby. As we have developed Avondale blvd and van Buren, just no there are plans to bring a boutique option or large store with amenities to the area. Site selectors look at feasibility studies to determine if it would be possible to come into town. With the addition of the multi family homes on Avondale blvd this is providing the rooftops required to develop sooner than later. I look forward to being able to announce a grocer coming soon!

Again, thank you for your feedback!

Councilmember
Mike Pineda

Sent from my iPhone

On Aug 1, 2022, at 9:45 PM, Andrea Sesma <[REDACTED]> wrote:

This Message Is From an External Sender

This message came from outside your organization.

Hi Mike,

I live off Fairway and Van Buren and if we are having more people move into the community we will definitely need another supermarket in the area.

There are no supermarkets on Van Buren from 35th Ave to Dysart and Van Buren Road. Just a thought to think about as more and more people move into the neighborhood.

Thank you,

Andrea Sesma

Ann Dolmage

From: Mike Pineda
Sent: Thursday, August 11, 2022 1:53 PM
To: Ann Dolmage
Subject: Fwd: Development on property on Van Buren/Fairway Drive (South West side)

Sent from my iPhone

Begin forwarded message:

From: Mike Pineda <mpineda@avondaleaz.gov>
Date: August 3, 2022 at 1:00:57 PM MST
To: Bennett Lewis [REDACTED]
Subject: Re: Development on property on Van Buren/Fairway Drive (South West side)

Good afternoon Bennett,

Thank you for your email. I appreciate the feedback regarding the proposed project. As I mentioned at the meeting, I have a meeting scheduled with the developer next week and I will share it with them.

Ultimately the decision rests with the mayor and council. Feedback such as yours will be provided to them as well to demonstrate resident concern.

My goal is to provide a voice to the community that I represent as I vote for you not me.

I plan on providing a debrief to the hoa board on 8/25. I'm sure they will provide an update to you as well.

Again, thank you for your feedback!

Councilmember
Mike Pineda

Sent from my iPhone

On Aug 1, 2022, at 5:39 PM, Bennett Lewis [REDACTED] wrote:

This Message Is From an External Sender

This message came from outside your organization.

Due to the two schools and the exit ramp onto Fairway drive from the freeway, and now the additional development of his property; way to much congestion for this area.

I would be against more apartments, as we also have way too many in this area now. I would be in favor of the developer making this property residential homes or townhomes.

Thank you for coming to the Coldwater HOA meeting.

Bennett Lewis

[REDACTED]

Avondale, AZ 85323

480-

Email [REDACTED]

Ann Dolmage

From: Mike Pineda
Sent: Thursday, August 11, 2022 1:53 PM
To: Ann Dolmage
Subject: Fwd: Proposed Fairway & Van Burin proj.

Sent from my iPhone

Begin forwarded message:

From: Mike Pineda <mpineda@avondaleaz.gov>
Date: August 3, 2022 at 1:01:51 PM MST
To: [REDACTED]
Subject: Re: Proposed Fairway & Van Burin proj.

Good afternoon Lee,

Thank you for your email. I appreciate the feedback regarding the proposed project. I have a meeting scheduled with the developer next week and I will share it with them.

Ultimately the decision rests with the mayor and council. Feedback such as yours will be provided to them as well to demonstrate resident concern.

My goal is to provide a voice to the community that I represent as I vote for you not me.

I plan on providing a debrief to the hoa board on 8/25. I'm sure they will provide an update to you as well.

Again, thank you for your feedback!

Councilmember
Mike Pineda

Sent from my iPhone

On Aug 1, 2022, at 3:21 PM, [REDACTED] wrote:

This Message Is From an External Sender

This message came from outside your organization.

Thanks for coming to our CWS HOA. I hope the developer who is planning that development on the S.W. crn. of Van Buren and Fairway Dr. Relizes the tremendous traffic problem it will create? You should see the traffic jam

the charter school creates and the prepschool will create when it opens. As far as I can see, you have only one access point and that is on Van Buren west of Fairway. I cant see it and dont have a solution to fix the problem. If this projects goes thru, in my opinion will create many traffic problems.

Regards, Lee Balicki.....CWS resident. .

Ann Dolmage

From: Mike Pineda
Sent: Thursday, August 11, 2022 1:53 PM
To: Ann Dolmage
Subject: Fwd: Development at Fairway n Van Buren

Sent from my iPhone

Begin forwarded message:

From: Mike Pineda <mpineda@avondaleaz.gov>
Date: August 3, 2022 at 1:03:40 PM MST
To: missy holcomb [REDACTED]
Subject: Re: Development at Fairway n Van Buren

Good afternoon Missy,

Thank you for your email. I appreciate the feedback regarding the proposed project. I have a meeting scheduled with the developer next week and I will share it with them.

Ultimately the decision rests with the mayor and council. Feedback such as yours will be provided to them as well to demonstrate resident concern.

My goal is to provide a voice to the community that I represent as I vote for you not me. I am sure with your experience that homeowners on the other side may experience the same issues.

I plan on providing a debrief to the hoa board on 8/25. I'm sure they will provide an update to you as well.

Again, thank you for your feedback!

Councilmember
Mike Pineda

Sent from my iPhone

On Aug 1, 2022, at 10:50 AM, missy holcomb [REDACTED] wrote:

This Message Is From an External Sender

This message came from outside your organization.

I personally feel more research needs completed. The new high school is just opening and prior to that there always issues when the elementary school dismisses as parents

park in no peaking areas to pick up kids along fairway and other entrances to fairway. The intersection has it's issues and adding more traffic is only going to worsen that intersection.

Also, we have so many issues with the Coldwater springs apartments behind us. Some items are disrespectful landscapers blowing debris into our yard and never resolved as long as we lived here , noise and disrespectful residents throw garbage over the back wall.

Also need to take in consideration the traffic that goes through our community when 10 is closed and when events are going on, such as NASCAR.

We have lived in the community for some time and are concerned about traffic and safety due to the increased traffic.

Honestly, I would not wish anyone else have to deal with issues due to being behind an apartment complex. The apartment complex doesn't do anything about complaints and the hoa can't help because they no longer own the land.

Thank you.

Ann Dolmage

From: Mike Pineda
Sent: Thursday, August 11, 2022 1:53 PM
To: Ann Dolmage
Subject: Fwd: Application #PL-22-0068 - Rezone request.

Sent from my iPhone

Begin forwarded message:

From: Mike Pineda <mpineda@avondaleaz.gov>
Date: August 3, 2022 at 2:23:47 PM MST
To: j holman [REDACTED]
Subject: Re: Application #PL-22-0068 - Rezone request.

Good afternoon Rick/Joanne,

Thank you for your email. I appreciate the feedback regarding the proposed project. I have a meeting scheduled with the developer next week and I will share it with them.

Ultimately the decision rests with the mayor and council. Feedback such as yours will be provided to them as well to demonstrate resident concern.

My goal is to provide a voice to the community that I represent as I vote for you not me.

I plan on providing a debrief to the hoa board on 8/25. I'm sure they will provide an update to you as well.

In terms of water, they would be pulling from the system just as any other customer. Obviously much more than a single residential home. However capacity is present for this or any other development. There are sustainability efforts to minimize the impact which are currently being addressed via a plan from staff.

Again, thank you for your feedback!

Councilmember
Mike Pineda

Sent from my iPhone

On Jul 31, 2022, at 4:24 PM, j holman [REDACTED] wrote:

This Message Is From an External Sender

This message came from outside your organization.

Mr. Pineda: Thank you for attending the Coldwater Springs HOA meeting, Thursday, 7/28. It was greatly appreciated and informative.

My husband and I live within 4 blocks of VanBuren, just south of the Coldwater Springs Apartment complex, so we have already experienced the traffic congestion, the illegally parked cars while persons wait for school dismissal, and the road rage that occurs at the intersection of VanBuren and Fairway Drive. When the proposal for a 286 unit apartment complex was brought to our attention we felt we needed to get involved since Highland Prep West was unceremoniously thrust onto our area without much public input.

On review of the plat proposal there IS an entrance/exit onto Fairway as well as VanBuren. The Fairway exit/entrance will be problematic as it will compete for the the middle turn lane with vehicles entering/exiting from the Highland Prep West campus.

The exit/entrance onto VanBuren conflicts with students crossing at VanBuren and Fairway Drive at school start and dismissal times. This does not take into consideration the 500 students planning to attend the Highland Prep West campus.

A right-hand turn lane from eastbound VanBuren onto southbound Fairway Drive would be needed to lessen the impact on traffic continuing to travel east on VanBuren. In addition, a right-hand turn lane on northbound Fairway Drive onto eastbound VanBuren would be required to ease the backup that would occur on Fairway Drive.

Lastly, where will the water to support this complex come from? I don't believe we have surplus water supplies. This would need to be addressed in the proposal.

We already deal with the Coldwater Springs apartment complexes and wonder what their current occupancy rate is. We believe a smaller project, with appropriate traffic improvements, where ownership is attainable, is something we could support, but not another strip mall.

Thank you for presenting our concerns and thoughts to the council.

Rick & Joanne Holman
Homeowners in Coldwater Springs

Ann Dolmage

From: Mike Pineda
Sent: Thursday, August 11, 2022 1:54 PM
To: Ann Dolmage
Subject: Fwd: NW corner Fairway

Sent from my iPhone

Begin forwarded message:

From: Mike Pineda <mpineda@avondaleaz.gov>
Date: August 3, 2022 at 2:14:13 PM MST
To: [REDACTED]
Subject: Re: NW corner Fairway

Good afternoon Eileen,

Thank you for your email. I appreciate the feedback regarding the proposed project. I have a meeting scheduled with the developer next week and I will share it with them.

Ultimately the decision rests with the mayor and council. Feedback such as yours will be provided to them as well to demonstrate resident concern.

My goal is to provide a voice to the community that I represent as I vote for you not me.

I plan on providing a debrief to the hoa board on 8/25. I'm sure they will provide an update to you as well.

Again, thank you for your feedback!

Councilmember
Mike Pineda

Sent from my iPhone

On Jul 31, 2022, at 3:18 PM, [REDACTED] wrote:

Mike I would like to express my disapproval for apartments on the NW corner on Fairway. I have lived here in Coldwater for 20 years. The congestion on fairway with the two schools is too much already.

Eileen

Ann Dolmage

From: Mike Pineda
Sent: Thursday, August 11, 2022 1:54 PM
To: Ann Dolmage
Subject: Fwd: Development on the Southwest corner of Van Buren and Fairway

Sent from my iPhone

Begin forwarded message:

From: Mike Pineda <mpineda@avondaleaz.gov>
Date: August 3, 2022 at 2:13:06 PM MST
To: GLENN FALLER <[REDACTED]>
Subject: Re: Development on the Southwest corner of Van Buren and Fairway

Good afternoon Glenn,

Thank you for your email. I appreciate the feedback regarding the proposed project. I too have been here since 2001 and love this community. I have a meeting scheduled with the developer next week and I will share it with them.

Ultimately the decision rests with the mayor and council. Feedback such as yours will be provided to them as well to demonstrate resident concern.

My goal is to provide a voice to the community that I represent as I vote for you not me.

I plan on providing a debrief to the hoa board on 8/25. I'm sure they will provide an update to you as well.

Again, thank you for your feedback!

Councilmember
Mike Pineda

Sent from my iPhone

On Jul 31, 2022, at 8:01 AM, GLENN FALLER <[REDACTED]> wrote:

This Message Is From an External Sender

This message came from outside your organization.

Mr. Pineda:

My concern is traffic flow on and off Fairway onto van Buren.

Before the new I-10 access ramps were constructed, Fairway was used as a cut through to avoid possible Avondale Blvd. and Van Buren. But now, with a Charter School in operation, and another opening in the Fall, someone should have thought about incorporating a right turn lane from Fairway North, to Van Buren East.

If there is to be a new development on the Southwest corner, they very well will need a right turn lane from Van Buren East to Fairway South

We have been residents of Coldwater Springs since 2002, and the Van Buren/Fairway intersection is being overwhelmed

Thank you.

Glenn & Mocha Faller

Ann Dolmage

From: Mike Pineda
Sent: Thursday, August 11, 2022 1:54 PM
To: Ann Dolmage
Subject: Fwd: Apartment build idea West Fairway x Van Buren

Sent from my iPhone

Begin forwarded message:

From: Mike Pineda <mpineda@avondaleaz.gov>
Date: August 3, 2022 at 1:53:43 PM MST
To: John Jeffrey Fabrigas [REDACTED]
Subject: Re: Apartment build idea West Fairway x Van Buren

Good afternoon John

Thank you for your email. I appreciate the feedback regarding the proposed project. I have a meeting scheduled with the developer next week and I will share it with them.

Ultimately the decision rests with the mayor and council. Feedback such as yours will be provided to them as well to demonstrate resident concern.

My goal is to provide a voice to the community that I represent as I vote for you not me.

I plan on providing a debrief to the hoa board on 8/25. I'm sure they will provide an update to you as well.

Again, thank you for your feedback!

Councilmember
Mike Pineda

Sent from my iPhone

On Jul 30, 2022, at 3:52 PM, John Jeffrey Fabrigas [REDACTED] wrote:

This Message Is From an External Sender

This message came from outside your organization.

I am in Coldwater Springs and my opinion about this is I do not like the idea of building there. It is going to be so busy there and me and my family won't like that. Thank you.

Ann Dolmage

From: Mike Pineda
Sent: Thursday, August 11, 2022 1:54 PM
To: Ann Dolmage
Subject: Fwd: Apartment building

Sent from my iPhone

Begin forwarded message:

From: Mike Pineda <mpineda@avondaleaz.gov>
Date: August 3, 2022 at 1:52:26 PM MST
To: Michele Johns <[REDACTED]>
Subject: Re: Apartment building

Good afternoon Michele,

Thank you for your email. I appreciate the feedback regarding the proposed project. I have a meeting scheduled with the developer next week and I will share it with them.

Ultimately the decision rests with the mayor and council. Feedback such as yours will be provided to them as well to demonstrate resident concern.

My goal is to provide a voice to the community that I represent as I vote for you not me.

I plan on providing a debrief to the hoa board on 8/25. I'm sure they will provide an update to you as well.

Again, thank you for your feedback!

Councilmember
Mike Pineda

Sent from my iPhone

On Jul 30, 2022, at 10:22 AM, Michele Johns <[REDACTED]> wrote:

This Message Is From an External Sender

This message came from outside your organization.

Hi Mike,

I don't mind having an apartment building there but I would rather see a school or a reputable business go in there. Having a apartment building go in only brings crime, trash, and unwanted traffic into the neighborhood.

Thank you

Ann Dolmage

From: Mike Pineda
Sent: Thursday, August 11, 2022 1:55 PM
To: Ann Dolmage
Subject: Fwd: Apartment complex Fairway and Van buren

Sent from my iPhone

Begin forwarded message:

From: Mike Pineda <mpineda@avondaleaz.gov>
Date: August 3, 2022 at 1:51:36 PM MST
To: Linda Lattanzio <[REDACTED]>
Subject: Re: Apartment complex Fairway and Van buren

Good afternoon Linda

Thank you for your email. I appreciate the feedback regarding the proposed project. I have a meeting scheduled with the developer next week and I will share it with them.

Ultimately the decision rests with the mayor and council. Feedback such as yours will be provided to them as well to demonstrate resident concern.

My goal is to provide a voice to the community that I represent as I vote for you not me.

I plan on providing a debrief to the hoa board on 8/25. I'm sure they will provide an update to you as well.

Again, thank you for your feedback!

Councilmember
Mike Pineda

Sent from my iPhone

On Jul 30, 2022, at 8:39 AM, Linda Lattanzio <[REDACTED]> wrote:

This Message Is From an External Sender

This message came from outside your organization.

Hello Mr Pineda ,

I am a resident of Coldwater Spring and have lived here since 2015.

I am very concerned about the new development on Fairway and Van Buren, I have been unable to make the community meetings due to work and have not been able to voice my concerns . The traffic itself is going to be awful and with the new school that has challenges of its own for us that live here, its going to be an even bigger challenge for us if that apartment building goes up , as there is only 3 ways out of our community, Fairway Blvd, Coldwater Springs Blvd and West Maricopa street winding through misc streets in the community behind us.

The height of these apartments are going to be awful for the residents that live on the south side of that property and in our community in general this building is going to over power this community visually and be a complete eye sore and who ever thought this was a good idea definitely dose not live anywhere close to this development and I sure would like to have a conversation with him or her.

I understand growth in our community is essential and that's not what I am challenging here but the chose to put a high rise apartment building literally at the entrance of Coldwater Springs is an awful decision and the developer and city planner has had absolutely no concerned or regard for the 2000+ residents that live here and pay taxes. If these apartments do go up I will proably be renting my home out and move on from this area and I do believe there are several other residents that feel the same.

I Appreciate your time on this matter and please feel free to reach out to me anytime. I do hope we can put a stop to this devolpment.

Thank you ,
Linda Lattanzio

Ann Dolmage

From: Mike Pineda
Sent: Thursday, August 11, 2022 1:55 PM
To: Ann Dolmage
Subject: Fwd: Coldwater Springs new development

Sent from my iPhone

Begin forwarded message:

From: Mike Pineda <mpineda@avondaleaz.gov>
Date: August 3, 2022 at 1:49:50 PM MST
To: S Gillen [REDACTED]
Subject: Re: Coldwater Springs new development

Good afternoon,

Thank you for your email. I appreciate the feedback regarding the proposed project. I have a meeting scheduled with the developer next week and I will share it with them.

Ultimately the decision rests with the mayor and council. Feedback such as yours will be provided to them as well to demonstrate resident concern.

My goal is to provide a voice to the community that I represent as I vote for you not me. A small park would be a great idea. However, considering the developer purchased the property for return on investment a park would not provide sufficient return for them which I understand. Therefore it will be developed with something other than an amenity for use.

I plan on providing a debrief to the hoa board on 8/25. I'm sure they will provide an update to you as well.

Again, thank you for your feedback!

Councilmember
Mike Pineda

Sent from my iPhone

On Jul 30, 2022, at 8:35 AM, S Gillen <[REDACTED]> wrote:

This Message Is From an External Sender

This message came from outside your organization.

Mike,

We wanted to share our thoughts on the proposed new development on the west side of Fairways and Van Buren. We live at [REDACTED]

Our feelings are that the intersection is already overly congested, what with the new school on the east side and more and more development across the street. Just feels like we are losing the new small town feeling and selling out to expansion. While the schools are needed, we were surprised that a right turn lane was not added at the light. Once the school is in session and normal daily traffic ramps up, it will take almost 5 minutes to exit coldwater.

Just so we are not just complaining, how about making the space into a park, people could walk a loop, or walk their dog or just sit and watch the traffic on Van Buren.

Just our two cents.

Thanks for listening.

The Gillens

Ann Dolmage

From: Mike Pineda
Sent: Thursday, August 11, 2022 1:55 PM
To: Ann Dolmage
Subject: Fwd: New Development at Van Buren and Fairway cross roads.

Sent from my iPhone

Begin forwarded message:

From: Mike Pineda <mpineda@avondaleaz.gov>
Date: August 3, 2022 at 1:45:44 PM MST
To: Mike H [REDACTED]
Subject: Re: New Development at Van Buren and Fairway cross roads.

Good afternoon Michael,

Thank you for your email. I appreciate the feedback regarding the proposed project. I have a meeting scheduled with the developer next week and I will share it with them.

Ultimately the decision rests with the mayor and council. Feedback such as yours will be provided to them as well to demonstrate resident concern.

My goal is to provide a voice to the community that I represent as I vote for you not me.

I plan on providing a debrief to the hoa board on 8/25. I'm sure they will provide an update to you as well.

Again, thank you for your feedback!

Councilmember
Mike Pineda

Sent from my iPhone

On Jul 30, 2022, at 8:06 AM, Mike H [REDACTED] wrote:

This Message Is From an External Sender

This message came from outside your organization.

Hello Counselman Pineda,

Like you, I am a resident of Coldwater Springs HOA. I live behind the already established Apartment complex called Coldwater Apartments. I find the noise often to loud and unbearable especially early in the morning and in the late over night hours. Now finding litter in my yard and other annoyances is just the tip of my concerns.

The biggest issues are traffic control, with the new high school already being built and add another apartment complex, the already hazardous cross streets of Van Buren and Fairway will become even worse. The already existing school, the elementary at the the NW corner creates havoc when it's students get released, unlike the proper way to pick up students , parents wait on fairway and the side streets Adams and others blocking entry to our circle we live in and causing congestion through out the area on Fairway dr. The already aggressive driving behavior on Fairway dr gets dramatically worse during this time as well. Lots of accidents happen any time of day at the intersection and now there is an additional school and then adding another apartment complex to the already overly hazardous intersection would bring about our worst case dreams, a child getting hit and killed. Certainly glad the new Fire Dept building was built because that intersection and small stretch of Fairway dr is going to need all the fast response it can get. Also when the 10 is closed for repairs, Van Buren becomes a via way for that traffic that is being detoured, those weekends are hard enough to navigate without more traffic being added to the scenario.

Please do not let our children and families become a statistic of vehicular homicide all in the name of tax revenue and municipal fees.

You have a chance to stop an already overly dangerous intersection from becoming a death trap. You can be our voice with City Council and prevent a very bad decision being made. At the least gather a few years of data with the new high school being included to see the increase of use and accidents at that intersection and along Fairway Dr.

Concerned member of Coldwater Springs HOA and Proud citizen of Avondale Arizona.

Best regards,
Michael Holcomb



Ps: I am sure my wife will be emailing you her opinions as well about this matter.

Ann Dolmage

From: Mike Pineda
Sent: Thursday, August 11, 2022 1:55 PM
To: Ann Dolmage
Subject: Fwd: Development near Coldwater Springs.

Sent from my iPhone

Begin forwarded message:

From: Mike Pineda <mpineda@avondaleaz.gov>
Date: August 3, 2022 at 1:11:25 PM MST
To: Denise Page [REDACTED]
Subject: Re: Development near Coldwater Springs.

Good afternoon Denise,

Thanks for investing in our community!

I appreciate the feedback regarding the proposed project. I have a meeting scheduled with the developer next week and I will share it with them.

Ultimately the decision rests with the mayor and council. Feedback such as yours will be provided to them as well to demonstrate resident concern.

My goal is to provide a voice to the community that I represent as I vote for you not me.

I plan on providing a debrief to the hoa board on 8/25. I'm sure they will provide an update to you as well.

Again, thank you for your feedback!

Councilmember
Mike Pineda

Sent from my iPhone

On Jul 29, 2022, at 4:50 PM, Denise Page <[REDACTED]> wrote:

Hi Mike,

We're responding to the email today from our HOA about the apartment development near our property at [REDACTED] Avondale.

We are grateful that you are representing us.

We have owned our property since it was built in 2003. We have a Property Management company, United Metro, who ensure that we have the best tenants and keep the inside and outside in top condition. In fact we did a complete internal upgrade in April/May this year, between tenants.

We visit the area and are happy with the high standards of our community. We want to see those upheld and are concerned if this development is going to affect our community negatively.

Please accept our support for you representing us.

Terry and Denise Page.

Sent from my iPhone

Ann Dolmage

From: Mike Pineda
Sent: Thursday, August 11, 2022 1:55 PM
To: Ann Dolmage
Subject: Fwd: New apartments

Sent from my iPhone

Begin forwarded message:

From: Mike Pineda <mpineda@avondaleaz.gov>
Date: August 3, 2022 at 1:09:27 PM MST
To: CHARLES GORE [REDACTED]
Subject: Re: New apartments

Good afternoon Charles

Thank you for your email. I appreciate the feedback regarding the proposed project. I have a meeting scheduled with the developer next week and I will share it with them.

Ultimately the decision rests with the mayor and council. Feedback such as yours will be provided to them as well to demonstrate resident concern.

My goal is to provide a voice to the community that I represent as I vote for you not me.

I plan on providing a debrief to the hoa board on 8/25. I'm sure they will provide an update to you as well.

Again, thank you for your feedback!

Councilmember
Mike Pineda

Sent from my iPhone

On Jul 29, 2022, at 4:36 PM, CHARLES GORE [REDACTED] wrote:

Mike

I have lived in Coldwater Springs for 20 years. Over the last few years with the addition of the two complexes the infrastructure has suffered, lines at grocery stores, gas stations, restaurants, ect have continued to get worse, and now with the addition of the huge complex at I10 and Avondale I fear lines and traffic will become unbearable. The proposed complex will only add to the problem as well as cause traffic problems and

dangers to the two schools on opposite corners. I really think it's going to be bad for the community even though it will bring revenue to the city.

Sent from my iPhone

Ann Dolmage

From: Mike Pineda
Sent: Thursday, August 11, 2022 1:56 PM
To: Ann Dolmage
Subject: Fwd: Apartment Complex

Sent from my iPhone

Begin forwarded message:

From: Mike Pineda <mpineda@avondaleaz.gov>
Date: August 3, 2022 at 1:08:47 PM MST
To: Bishop Anthony Holt <[REDACTED]>
Subject: Re: Apartment Complex

Good afternoon Anthony,

Thank you for your email. I appreciate the feedback regarding the proposed project. I have a meeting scheduled with the developer next week and I will share it with them.

Ultimately the decision rests with the mayor and council. Feedback such as yours will be provided to them as well to demonstrate resident concern.

My goal is to provide a voice to the community that I represent as I vote for you not me.

I plan on providing a debrief to the hoa board on 8/25. I'm sure they will provide an update to you as well. Feel free to contact me in regards to discussing other issues!

Again, thank you for your feedback!

Councilmember
Mike Pineda

Sent from my iPhone

On Jul 29, 2022, at 4:31 PM, Bishop Anthony Holt <[REDACTED]>
wrote:

This Message Is From an External Sender

This message came from outside your organization.

Good afternoon,

Aaron a long time Avondale resident I am exhausted with the need for more when our natural resources are running low and the beauty of our landscape is being over run with concrete and buildings that most cannot afford. Every inch of open space does not need to be closed in or surrounded by another resources sucking building. Where's the water coming from? What about the noise, carbon footprint and a host of other things that come to mind.

I'd love to further discuss this with you and the community.

Thank you

Ann Dolmage

From: Mike Pineda
Sent: Thursday, August 11, 2022 1:56 PM
To: Ann Dolmage
Subject: Fwd: Proposed Apartments

Sent from my iPhone

Begin forwarded message:

From: Mike Pineda <mpineda@avondaleaz.gov>
Date: August 3, 2022 at 1:07:14 PM MST
To: Sam Niko <[REDACTED]>
Subject: Re: Proposed Apartments

Good afternoon Sam

Thank you for your email. I appreciate the feedback regarding the proposed project. As I mentioned during the meeting, I have a meeting scheduled with the developer next week and I will share it with them.

Ultimately the decision rests with the mayor and council. Feedback such as yours will be provided to them as well to demonstrate resident concern.

My goal is to provide a voice to the community that I represent as I vote for you not me.

I plan on providing a debrief to the hoa board on 8/25. I'm sure they will provide an update to you as well.

Again, thank you for your feedback!

Councilmember
Mike Pineda

Sent from my iPhone

On Jul 28, 2022, at 9:35 PM, Sam Niko <[REDACTED]> wrote:

This Message Is From an External Sender

This message came from outside your organization.

I want to thank you for coming to tonight's HOA meeting. The information you provided was very helpful.

Our biggest concerns for any development on the SW corner of Van Buren and Fairway is the traffic and potential crime.

As for my wife and myself, I think of the 3 options you mentioned, I believe that the Townhouse option would be the best choice for that location.

I think that there would be less chance of crime if there were townhomes versus apartments.

Thank you again,

Sam Niko

[REDACTED], Avondale, AZ 85323

602-[REDACTED]



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for Rezoning has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Fairway Residences Project Manager: Carolyn Oberholtzer
 Request: Major PAD Amendment / Site Plan and Design Review Acreage/Parcel Size: 14.17 acres
 Current Density Allowed: 192 age restricted units Density Proposed: 20.04 du/ac
 Total number of residential units proposed: 286

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 one-time capital cost to adding estimated students is \$1.38 M for approximate 3.2 classrooms with an ongoing operational cost to adding estimated students of \$245K per year.

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*****

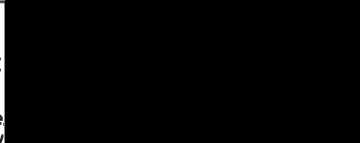
Date Reviewed: 4/20/2022

School District: Littleton Elementary School District

District Superintendent: Dr. Roger Freeman

Phone #: (623) 478-5611

E-mail: freeman.roger@littletonaz.org

Signature: 

It is the developer's responsibility to ensure 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.avondale.org/developmentservices

ORDINANCE NO. 2049-0822

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 15.75 ACRES GENERALLY LOCATED AT THE SOUTHWEST CORNER OF VAN BUREN STREET AND FAIRWAY DRIVE, AS SHOWN IN APPLICATION PL-22-0068, AND REZONING SUCH PROPERTY FROM URBAN RESIDENTIAL (R1-6) TO FAIRWAY RESIDENCES 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 $\pm$ 15.75 acres generally located at the southwest corner of Van Buren Street and Fairway Drive, as shown in application PL-22-0068, from Urban Residential (R1-6) to Fairway Residences 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 July 20, 2022, 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 August 22, 2022; 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 $\pm$ 15.75 acres generally located at the northeast corner of Van Buren Street and 119th 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 substantially conform to the Fairway Residences PAD Narrative electronically date stamped June 14, 2022, except as modified by these conditions.

2. Power lines less than 69 kV adjacent to the property shall be converted underground in the first phase of development.

3. Prior to issuance of any construction permits for the project, a Re-Plat shall be approved and recorded to combine the two parcels to be developed and to modify the boundaries of the City well site.

4. All off-site improvements shall be completed 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. The development shall be designed and constructed in accordance with the City of Avondale General Engineering Requirements (GER) 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,
August 22, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2049-0822

[Legal Description and Map]

See following pages.



**Legal Description
Ascent Avondale
Zoning Boundary**

Job No. 21-1147

March 14, 2022

A portion of the Northeast quarter of Section 11, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a brass cap in hand hole at the Northeast corner of said Section 11, from which a brass cap flush at the North quarter corner of said Section 11 bears North 88 degrees 22 minutes 22 seconds West (Basis of Bearing), 2638.88 feet;

thence along the east line of said Northeast quarter, South 0 degrees 07 minutes 25 seconds East, 613.83 feet;

thence South 89 degrees 57 minutes 52 seconds West, 659.61 feet;

thence North 88 degrees 52 minutes 00 seconds West, 704.96 feet;

thence North 0 degrees 24 minutes 29 seconds East, 248.82 feet;

thence South 88 degrees 22 minutes 22 seconds East, 349.68 feet;

thence North 1 degrees 37 minutes 26 seconds East, 390.00 feet, to the North line of said Northeast quarter;

thence along said North line of the Northeast quarter, South 88 degrees 22 minutes 22 seconds East, 148.26 feet;

thence departing said North line of the Northeast quarter, South 0 degrees 07 minutes 03 seconds East, 172.08 feet;

thence South 88 degrees 22 minutes 22 seconds East, 193.03 feet;

thence North 0 degrees 07 minutes 03 seconds West, 172.08 feet, to said North line of the Northeast quarter;

thence along said North line of the Northeast quarter, South 88 degrees 22 minutes 22 seconds East, 659.85 feet to the POINT OF BEGINNING.



Said overall portion of land contains 686,380 square feet or 15.7571 acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

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

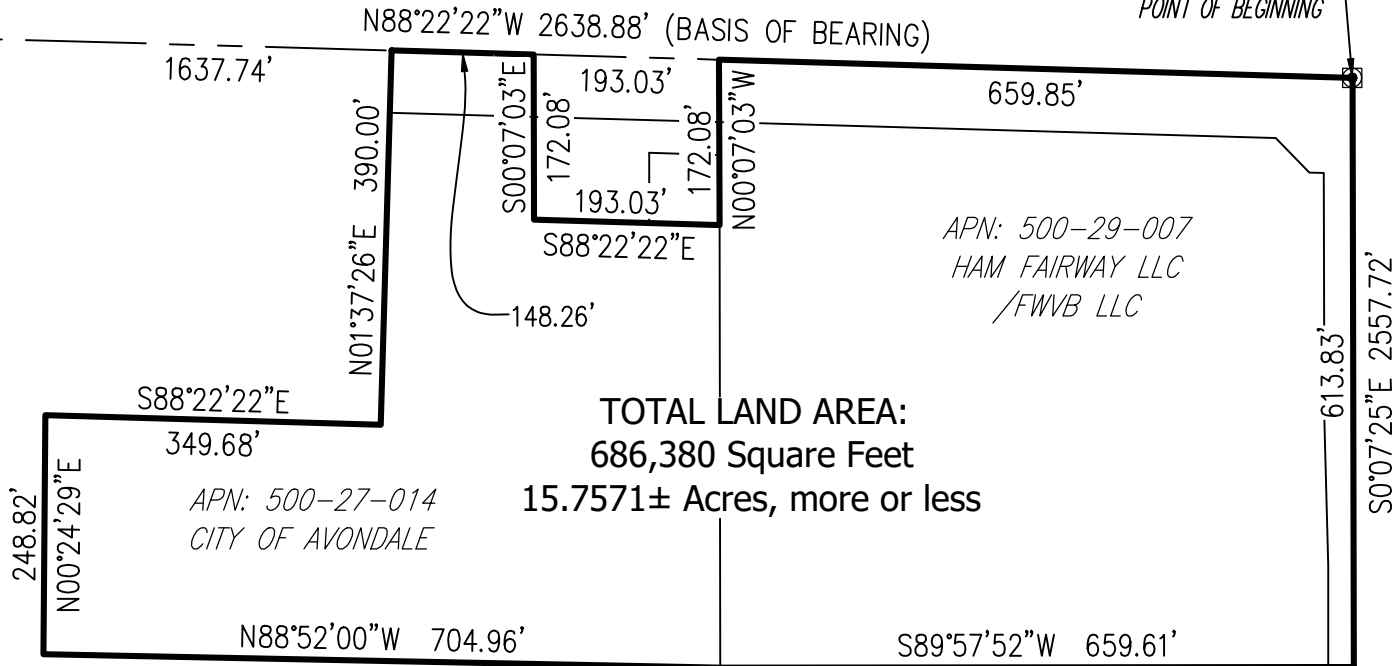
This legal description does not reflect a field survey by EPS Group and/or this Surveyor. This legal description is based solely on the ALTA/NSPS Land Title Survey as prepared by Alliance Land surveying, dated 1-10-2022.



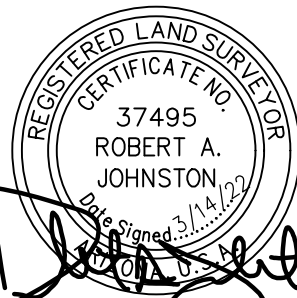
W VAN BUREN STREET (PUBLIC PAVED RD)

NORTH QUARTER CORNER
SECTION 11, T1N, R2W
FOUND BRASS CAP FLUSH

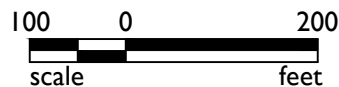
NORTHEAST CORNER
SECTION 11, T1N, R2W
FOUND BRASS CAP IN HAND HOLE
POINT OF BEGINNING



S FAIRWAY DRIVE
(PUBLIC PAVED RD)



EAST QUARTER CORNER
SECTION 11, T1N, R2W
FOUND BRASS CAP FLUSH



21-1147

ZONING EXHIBIT

ASCENT AVONDALE



1130 N ALMA SCHOOL RD
Ste. 120 Mesa, AZ 85201
T: 480.503.2250 | F: 480.835.1799
www.epsgroupinc.com

**WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN THE
CITY OF AVONDALE
AND
HAM FAIRWAY, LLC AND
FWVB, LLC**

THIS WAIVER OF CLAIMS FOR DIMINUTION OF VALUE under ARIZ. REV. STAT. §§ 12-1134 - 1136 (this “Waiver”) is made August 22, 2022, between HAM FAIRWAY, LLC, an Arizona limited liability company and FWVB, LLC, and Arizona limited liability company (collectively, the “Owner”) and the City of Avondale, an Arizona municipal corporation (the “City”), regarding the approximately 8.06 acres of real property generally located at the southwest corner of Van Buren Street and Fairway Drive in Avondale, Arizona, described and depicted on Exhibit A attached hereto and incorporated as if fully set forth herein (the “Property”). Owner intends to encumber the Property with the following agreements and waivers.

1. Waiver of Claims Related to the Rezoning. The Owner agrees and understands that the City is entering into this Waiver in conjunction with that certain approval for rezoning of the Property, Application No. PL-22-0068 (the “Rezoning”) in good faith and with the understanding that, if the City approves the Rezoning, it will not be subject to a claim for diminished value of the Property from the Owner or other parties having an interest in the Property. Owner agrees and consents to all the conditions imposed as part of the ordinance rezoning the Property (the “Rezoning Ordinance”), including all stipulations adopted by the Council of the City of Avondale (the “City Council”) and, by signing this Waiver, hereby waives any and all claims, suits, damages, compensation and causes of action the Owner may have now or in the future under the provisions of ARIZ. REV. STAT. §§ 12-1134 through and including 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting solely from actions relating to the Rezoning. Owner acknowledges and agrees that any stipulations imposed by the City Council as part of the Rezoning Ordinance will not result in a reduction of the fair market value of the Property as defined in ARIZ. REV. STAT. § 12-1136. The Owner acknowledges that additional stipulations may be imposed by the City Council, in its sole discretion, prior to approval of the Rezoning. Owner agrees and understands that its waiver of claims as set forth in this Waiver shall be deemed to extend to cover any changes to the Rezoning Ordinance and all stipulations to the Rezoning Ordinance approved by the City Council unless, not later than three business days following such City Council approval, Owner notifies the City, in writing, of its disagreement with such stipulation(s). In the event that Owner timely notifies the City of such disagreement, Owner shall not be deemed to have waived claims with respect to only the stipulations imposed or revised by the City Council prior to approval of the Rezoning Ordinance; provided, however, that if Owner does not submit a separate waiver of such claims, in a form acceptable to the City, prior to close of business on the fifth business day following approval of the Rezoning Ordinance, then the City may, after proper notice and hearing, rescind the Rezoning Ordinance, and if rescinded by the City Council acting in its sole discretion, this Waiver shall act as a bar to a claim for diminished value based upon the rescinded Rezoning Ordinance. The foregoing waiver of claims shall be of no further force and effect with

respect to the Rezoning in the event the City Council disapproves the Rezoning Ordinance, except that it shall serve as a bar to a claim for diminished value based upon denial of the Rezoning Ordinance.

2. Entire Agreement; Modification. This Waiver, any exhibits attached hereto and any addenda, collectively constitute the entire understanding and agreement of the Owner and the City and shall supersede all prior agreements or understandings between the Owner and City regarding waiver of claims pursuant to ARIZ. REV. STAT. § 12-1134 *et seq.* relating to the Rezoning. This Waiver may not be modified or amended except by written agreement by the Owner and City.

3. Applicable Law; Venue. This Waiver is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. Any suit pertaining to this Waiver may be brought only in courts in Maricopa County, Arizona.

4. Conflict of Interest. This Waiver is subject to the cancellation provisions of ARIZ. REV. STAT. § 38-511.

5. Recording; Waiver Runs With Land. Within 10 days after the execution of this Waiver, the City Clerk shall file the Waiver in the Official Records of the County Recorder's Office, Maricopa County, Arizona, but a failure to timely do so shall not invalidate this Waiver. This Waiver runs with the land and is binding upon all present and future owners of the above-referenced Property.

6. Owner Authority. The Owner warrants and represents that it is the owner of all right, title and interest to the Property, and that no other person has an ownership interest in the Property. The person(s) who sign on behalf of Owner personally warrant and guarantee to the City they have the legal power to bind the Owner to this Waiver.

[SIGNATURES ON FOLLOWING PAGES]

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

“Owner”

HAM FAIRWAY, LLC,
an Arizona limited liability company

By: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2022, before me personally appeared _____, the _____ of HAM FAIRWAY, LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the company.

(affix notary seal here)

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Owner”

FWVB, LLC,
an Arizona limited liability company

BY: ZEITLIN CAPITAL, LLC
an Arizona limited liability company
ITS: Manager

By: _____
Harry Zeitlin, Managing Member

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2022, before me personally appeared Harry Zeitlin, the Managing Member of ZEITLIN CAPITAL, LLC, an Arizona limited liability company, the Manager of FWVB, LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document on behalf of the company.

(affix notary seal here)

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Cherlene Penilla, Acting City Manager

ATTEST:

Marcella Carrillo, City Clerk

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2022, before me personally appeared Cherlene Penilla, the Acting City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document, on behalf of the City.

(affix notary seal here)

Notary Public

EXHIBIT A
TO
WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN THE
CITY OF AVONDALE
AND
HAM FAIRWAY, LLC AND
FWVB, LLC

[Legal Description of the Property]

See following page.

Escrow No. 55000932-055-DC2

LEGAL DESCRIPTION

Parcel 1, of COLDWATER SPRINGS, according to Book 514 of Maps, page 17, records of Maricopa County, Arizona.

Unofficial Document

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2050-0822 - Rezone for Fuze 623 Planned Area Development (PAD) - Application PL-21-0306

MEETING DATE: 8/22/2022

TO: Mayor and Council

FROM: Jodie Novak, Acting Director, Development & Engineering Services, (623) 333-4015

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

STRATEGIC PLAN:

Strategic Outcome Area: Creative and Sustainable Community 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 Ordinance 2050-0822, approving a request by Ms. Hannah Blean of Withey Morris PLC, on behalf of Z-Modular Avondale LLC, to Rezone approximately 38.86 gross acres (31.77 net acres) at the northeast corner of 119th Avenue and Van Buren Street and authorize the Mayor, Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The site is currently zoned City Center District (CCD), and the proposal would change the zoning to Fuze 623 Planned Area Development (PAD) with underlying zoning of Multi-Family Residential (R-4) and Community Commercial (C-2). The proposed Rezone will facilitate the development of the site with a 681-unit apartment complex and commercial uses. The Council will take appropriate action.

BACKGROUND:

The project site is at the northeast corner of 119th Avenue and Van Buren Street. The site is currently unaddressed and is located at the southern end of Parcel Number 500-10-010B as identified by the Maricopa County Assessor's Office. Parcel Number 500-10-010B is approximately 76.72 acres in size and has City Center District (CCD) zoning. It is the only parcel in the City with this zoning, as the remainder of the City Center District was incorporated into The BLVD Specific Plan in 2019 and rezoned to The BLVD District (THE BLVDD) in 2020. Per the City of Avondale Zoning Ordinance, no new rezones to CCD are allowed, and once no properties remain with CCD zoning, the descriptive section in the Zoning Ordinance will be removed through a text amendment.

The project site is designated as Mixed Use in the City of Avondale General Plan 2030 ("General Plan"). The Mixed Use designation is intended for projects that blend residential and commercial components within innovatively designed developments, reflective of a village concept where residents can live, work, and recreate within the same development or nearby. Development projects within the Mixed Use designation are expected to contain proportionate ratios for their residential and commercial uses. Because the residential component of the Fuze 623 PAD will occupy the majority of the PAD area, leaving less than one-third of the site for commercial uses, the developer was advised at the pre-application stage that the proportionality

criteria would not be met. A General Plan Amendment is necessary to change the designation of the site to a combination of High Density Residential and Local Commercial, and that General Plan Amendment is being processed concurrently under PL-21-0307.

The existing uses and zoning of surrounding properties include:

NORTH: The northern portion of 500-10-010B is zoned City Center District (CCD), while a separate parcel between 500-10-010B and Interstate 10 is zoned in the County as Community Commercial (C-2). Both areas have a General Plan Designation of Mixed Use, and both are undeveloped.

EAST: Zoned THE BLVDD and located within the Village District of The BLVD Specific Plan. Avari Apartments are located just northeast of the project site, while the site to the direct east (south of Avari) is undeveloped.

SOUTH: Zoned Coldwater Springs Planned Area Development (PAD). The Club at Coldwater Springs (an apartment complex) has a General Plan Designation of High Density Residential, while the commercial properties just east of the apartments are within the Promenade District of The BLVD Specific Plan.

WEST: Zoned Desert Springs Village PAD; General Plan Designation is Medium/High Density Residential. The site is developed as a community of single-family residences.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Rezone of approximately 38.86 gross acres (31.77 net acres) from City Center District (CCD) to Fuze 623 Planned Area Development (PAD) with underlying Multi-Family Residential (R-4) and Community Commercial (C-2) zoning. The proposed Rezone will facilitate the construction of a 681-unit apartment development across approximately 24.15 net acres and commercial uses across approximately 7.62 net acres.

The apartment development will consist of 360 units within multiple three-story, garden-style buildings. Additionally, 321 units will be provided within a mid-rise building that will contain five stories of units wrapped around a six-level parking garage, with a raised swimming pool and lounge deck (bringing the total height of the building to nearly 90 feet). Buildings will utilize a modular design and will incorporate smart technology and water-saving and energy-saving fixtures. A variety of indoor and outdoor amenities will be provided throughout the development, including a clubhouse, business center, reading room, game room, swimming pools, fitness centers, lounges, dog park, outdoor kitchen and grilling spaces, and outdoor recreation areas. The complex will contain a network of interior streets and sidewalks that will connect to Van Buren Street to the south, Corporate Drive to the north, 119th Avenue to the west, and 117th Avenue to the east. Parking will be provided in the garage in the mid-rise building, in surface parking lots, and as parallel spaces lining the internal street network.

Specific uses have not been identified for the commercial portion of the PAD at this time, but Community Commercial (C-2) uses will be permitted in this section of the project.

The applicant has submitted a separate request for a Minor General Plan Amendment (PL-21-0307) to change the land use designation of the site from Mixed Use to a combination of High Density Residential and Local Commercial. The General Plan Amendment request is scheduled for the same Planning Commission and City Council meetings as the Rezone, and approval of the Rezone is contingent upon approval of the General Plan Amendment.

Additionally, a separate request is in process for a Final Plat (PL-22-0172) to separate the 38.86-acre PAD site from its 76.72-acre parent parcel and to divide the PAD into residential and commercial lots. The Final Plat request will be included on a future City Council consent agenda.

PUBLIC PARTICIPATION:

A Neighborhood Meeting to discuss the General Plan Amendment and Rezone requests with neighboring property owners and other interested parties was held on February 8, 2022 via Zoom. All notices of the meeting were completed at least fifteen days prior to the meeting as required and met notification requirements. Aside from City staff and the development team, no participants attended the meeting.

As of the writing of this staff report, thirteen anonymous comments have been received through the aVoice/Polco web platform, expressing a range of views on the project. Two comments expressed approval for the project, and one of those comments stated that mixed-use and higher-density residential is needed in the area. Comments that were critical of the project cited the costs of new school construction, loss of farmland, visual impacts and changes to neighborhood character, traffic safety congestion, lack of infrastructure and shopping opportunities in the area, lack of senior-friendly and low-income accommodations, and water usage as concerns.

Additionally, one phone call was received from a resident of the Desert Springs Village development, which is west of the project site. The caller mentioned the Fairway 10 Opus industrial development that is located north of Desert Springs Village which contains three large employment-oriented buildings. The caller noted that they do not want to see similar structures on the commercial portion of the Fuze 623 site, and that they prefer uses that offer activities for local residents and that stay open into the evening and on weekends to deter crime and vandalism. The commercial portion of the site will permit C-2 uses, which preclude warehousing, manufacturing, and similar industrial activities.

PLANNING COMMISSION ACTION:

On July 20, 2022, the Planning Commission conducted a public hearing on the Rezone alongside a public hearing on the General Plan Amendment. The applicant spoke briefly about the project and stated that the modular construction technique to be used will expedite construction while minimizing waste. The Commission asked if a traffic study had been approved for the project, and staff confirmed that it had, and that several stipulations are proposed to mitigate traffic impacts on surrounding streets. The Commission also asked if any specific businesses have expressed interest in occupying the commercial portion of the site. The applicant explained that since site planning for the commercial portion has not started, businesses have not yet identified themselves as potential tenants. The Commission voted 4-0 to recommend approval of the proposed Rezone, subject to the recommended conditions.

ANALYSIS:

Conformance with the General Plan

The General Plan designation for the property is Mixed Use. This designation encourages developments that blend residential and commercial uses in proportionate amounts, to give citizens opportunities to live, work, and recreate within a village environment, while promoting alternative modes of transportation and access to and integration with transit facilities. Since the development proposed for the site does not meet the Mixed Use proportionality criteria, a separate General Plan Amendment is requested to change the designation to High Density Residential for the portion to be developed with apartments, and Local Commercial for the portion to be developed with commercial uses. The High Density Residential designation is appropriate for developments of 12 to 30 units per acre, and the proposed apartment project will conform to this range. The Local Commercial designation is appropriate for uses that fulfill daily needs for goods and services of residents in the surrounding area. While it is not known at this time what the specific tenants will be in the commercial portion of the development, the PAD will allow Community Commercial (C-2) uses in this portion, which are compatible with the Local Commercial land use designation.

Permitted Uses

The subject property is currently zoned City Center District (CCD), in the Residential Mixed Use (RMU) subarea. The proposed Rezone will change the zoning to Fuze 623 PAD with underlying Multi-Family Residential (R-4) and Community Commercial (C-2) zoning. The R-4 zone allows a maximum density of one unit for every 1,452 square feet of net site area, or 30 units per acre. The proposed apartment development will provide just under 30 units per acre and is in conformity with the R-4 zone. Uses that occupy the commercial portion of the site will need to be permitted or conditional uses for the C-2 zone as listed in Section 3 of the Zoning Ordinance.

Development Standards

For the commercial portion of the project, the typical C-2 development standards will apply. For the multi-family portion of the project, several deviations from the typical R-4 standards are requested, including the following:

- The maximum building height for R-4 is 45 feet. The project proposes a 90-foot maximum height to accommodate the mid-rise building, which will contain five stories of residential units wrapped around a six-story parking garage. This height is comparable to the maximum 110 feet permitted in the Village District of The BLVDD, to the immediate east of the site.
- An eight-foot setback for buildings and landscaping will be maintained along Corporate Drive and a 20-foot setback for buildings and landscaping will be maintained along 119th Avenue, instead of the typical 25 feet required for each. Additionally, the multi-family component of the project will maintain a minimum distance of 65 feet from single-family zoning instead of the 75 feet required by the Zoning Ordinance. Reduced setbacks will enable the project to centralize its common open space and to provide patios for ground-floor units around the outside of buildings, which will activate the surrounding streets.
- Usable open space in the amount of 12.77% will be provided across the site, instead of the 20% required for the R-4 zone. The 12.77% to be provided is similar to the 15% required in the Village District of The BLVDD, and the applicant believes the quality of shared amenities will justify the reduced open space percentage.
- The development proposes 32 square feet of private balcony space for each garden apartment above the ground floor, and 40 square feet of private balcony space for each mid-rise apartment above the ground floor, instead of the 80 square feet required. The balcony sizes proposed are the maximum possible for this modular construction type, and ground-floor units will still offer 80-square-foot patios as required.
- The mid-rise building will have 25% of its required parking (excluding guest parking) in the attached parking garage. No garages will be provided for the garden apartments, only surface parking. This is a deviation from the multi-family standards in the Zoning Ordinance (which require 20% of required parking to be in garage form, excluding guest parking) and the Multi-Family Residential Design Manual (which requires 25% of required parking to be garage form, excluding guest parking). The modular construction of the buildings will preclude tuck-under garages for the garden apartments.
- Parking spaces in the garage will be slightly smaller than called for in the Zoning Ordinance, due to building constraints. Surface parking spaces shall meet the minimum required dimensions.

Parking

The Zoning Ordinance requires 1,249 parking spaces for the apartment complex for the proposed mix of unit sizes, including 1,113 for residents and 136 for guests. The apartments will provide 1,213 parking spaces on-site, and 44 spaces will be shared with the commercial portion of the development, bringing the total available to 1,257. As described above, the project will contain fewer garage spaces than normally called for in the Zoning Ordinance and the Multi-Family Residential Design Manual.

Landscaping and Amenities

The plant palette for the development will consist of regionally-adapted, drought-tolerant species that will enhance community aesthetics. Shade trees will be utilized along pedestrian circulation routes. Amenities for the multi-family project will include a clubhouse, business center, reading room, game room, swimming pools, fitness centers, lounges, dog park, outdoor kitchen and grilling spaces, and outdoor recreation areas.

Streets and Utilities

The multi-family residential development will have access from Van Buren Street to the south, Corporate Drive to the north, 117th Avenue to the east, and 119th Avenue to the west. The project will improve the adjacent half-streets of Van Buren, 117th Avenue, and 119th Avenue, while the full section of Corporate Drive will be constructed with a raised median. All street improvements will occur within the first phase of development. All other internal streets will be private, and power lines along Van Buren Street will be converted to underground. As stipulated in the conditions of approval, a traffic signal shall be constructed at the Van Buren and 119th Avenue intersection as part of half-street improvements by year 2025 (the build-out year) or sooner if site traffic warrants a signal at the intersection.

Signs

The applicant has provided a conceptual sign plan for the multi-family development, containing designs for two types of monument signs (large and small) to be placed at project entrances, as well as various wayfinding and building identification signs to be located throughout the interior. All signage will be appropriately scaled to the size of the development and stylized to coordinate with its modern aesthetic. A stipulation has been included with the Rezone to require the applicant to identify specific monument and wayfinding signage locations in the upcoming Site Plan & Design Review application submittal. The commercial portion of the project site will be subject to C-2 sign standards as described in the Zoning Ordinance.

Certificates of Adequate School Facilities

Certificates of Adequate School Facilities have been signed by Littleton Elementary School District (LESD) and Tolleson Union High School District (TUHSD) and are attached to this staff report. The LESD certificate indicates that the district does not have adequate capacity to accommodate the estimated enrollment from the proposed development. After this certificate was signed, the developer and LESD began working together on a donation agreement to mitigate school impacts related to the development.

DISCUSSION:

Staff recommends approval of the Rezone request for the following reasons:

1. The proposed Rezone, from City Center District (CCD) to Fuze 623 Planned Area Development (PAD), is in conformance with the General Plan.
2. The multi-family residential component of the proposed Rezone is in conformance with the Multi-Family Residential Design Manual as amended in the PAD. Both the multi-family residential component and the commercial component will be subject to Site Plan & Design Review approval, and the commercial component will be checked for conformance with the Commercial and Industrial Design Manual at that time. The commercial component will be subject to the typical C-2 development standards.
3. The proposed Rezone will result in compatible land use relationships. The types and intensities of proposed uses are similar to those allowed in the existing CCD zoning, and in The BLVD District to the east.
4. Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.
5. The proposed land use will provide a mix of rental housing types (garden style and mid-rise) for residents, as well as commercial uses that will be available both to Fuze 623 residents and residents of the surrounding community.
6. 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.

Following Planning Commission approval of the case, Staff is recommending one additional condition (Condition #16) related to being in conformance with the applicant's submitted PAD narrative.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

City Council will conduct a public hearing and **ADOPT** and Ordinance approving Application PL-21-0306, a request to Rezone approximately 38.86 gross acres from City Center District (CCD) to Fuze 623 Planned Area Development (PAD) with underlying Multi-Family Residential (R-4) and Community Commercial (C-2) zoning, subject to the following sixteen (16) conditions of approval:

1. Approval of this Rezone is contingent upon approval of Minor General Plan Amendment PL-21-0307.
2. Approval and recordation of Final Plat PL-22-0172 is required prior to issuance of any construction permits

for the project.

3. Off-site parking needed to fulfill the multi-family residential development's parking requirement shall be installed in the same phase as the multi-family residential development.
4. The Site Plan & Design Review application submittal for the multi-family residential development shall include a revised sign plan that identifies specific locations of all monument and wayfinding signs.
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. The development shall be designed and constructed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.
7. Power lines less than 69kV must be converted underground.
8. Half-street improvements for 119th and 117th Avenues shall be completed in Phase 1.
9. Corporate Drive full-width street improvements shall be completed in Phase 1.
10. Van Buren Street half-street improvements shall be completed in Phase 1.
11. A minimum 150 feet of storage shall be provided for left/right-turn deceleration lanes at site driveways where calculated length is less than 150 feet.
12. A right-turn deceleration lane shall be provided for westbound site traffic at the Van Buren Street/117th Avenue intersection.
13. Along the site frontage on Van Buren Street, a roadway median shall be provided to discourage left-in and left-out turns to and from site driveways.
14. Until a signal is constructed at the Van Buren Street/117th Avenue intersection, the intersection shall be converted to a three-quarter ($\frac{3}{4}$)-access driveway (right-in/right-out/left-in) by placing a median in the roadway.
15. A traffic signal at the Van Buren Street /119th Avenue intersection should be constructed as part of half-street improvements by year 2025 (build-out year) or sooner when site traffic warrants a signal at the intersection.
16. Development shall substantially conform to the Fuze 623 PAD Narrative electronically date stamped June 27, 2022, except as modified by these conditions.

PROPOSED MOTION:

I move that City Council **ADOPT** an Ordinance approving Application PL-21-0306 Fuze 623 PAD, a request to Rezone approximately 38.86 gross acres from City Center District (CCD) to Fuze 623 Planned Area Development (PAD), subject to the sixteen (16) conditions of approval as listed in the staff report.

Contact person for document distribution: Ann Dolmage

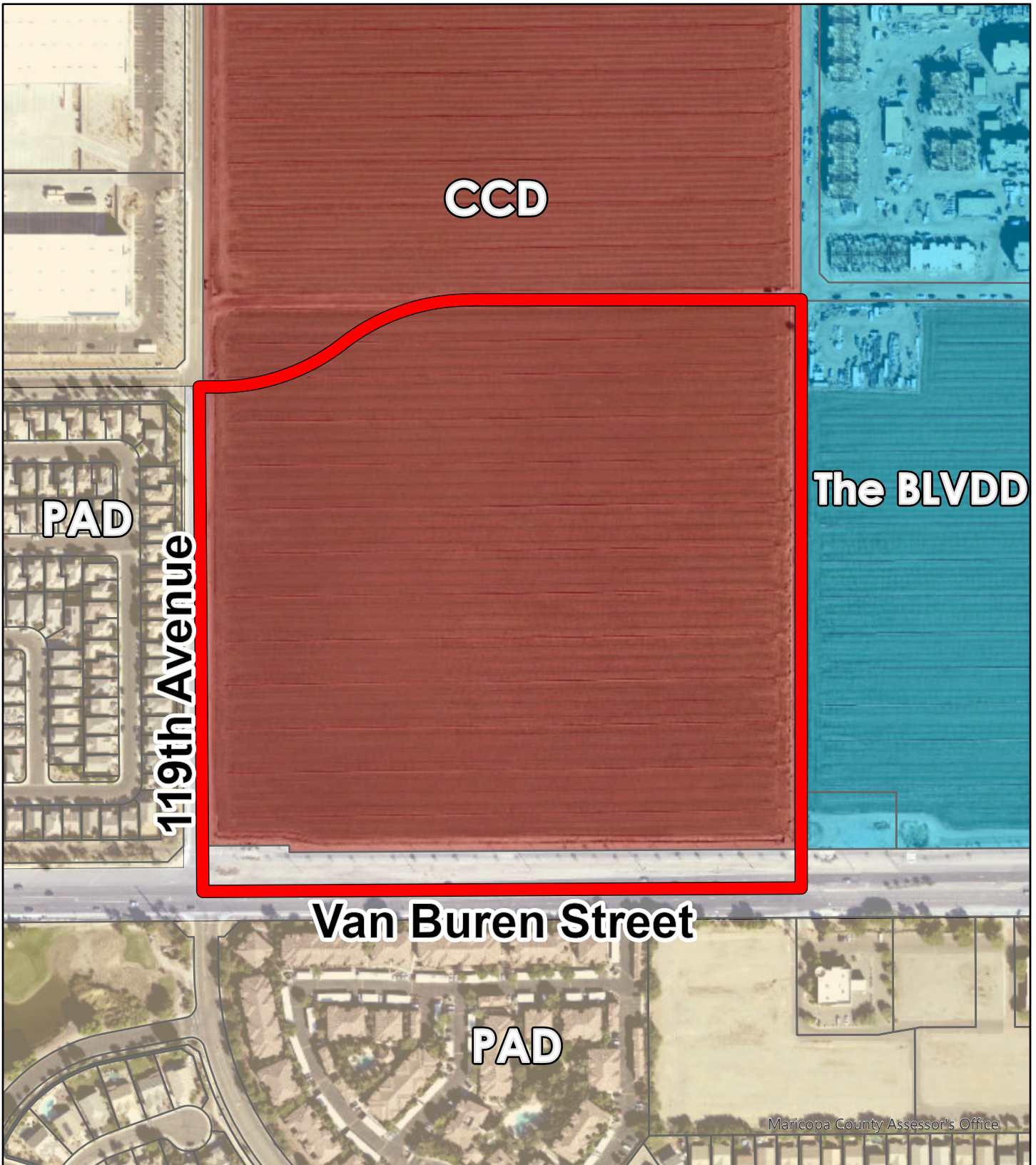


Aerial Photograph



Subject Property



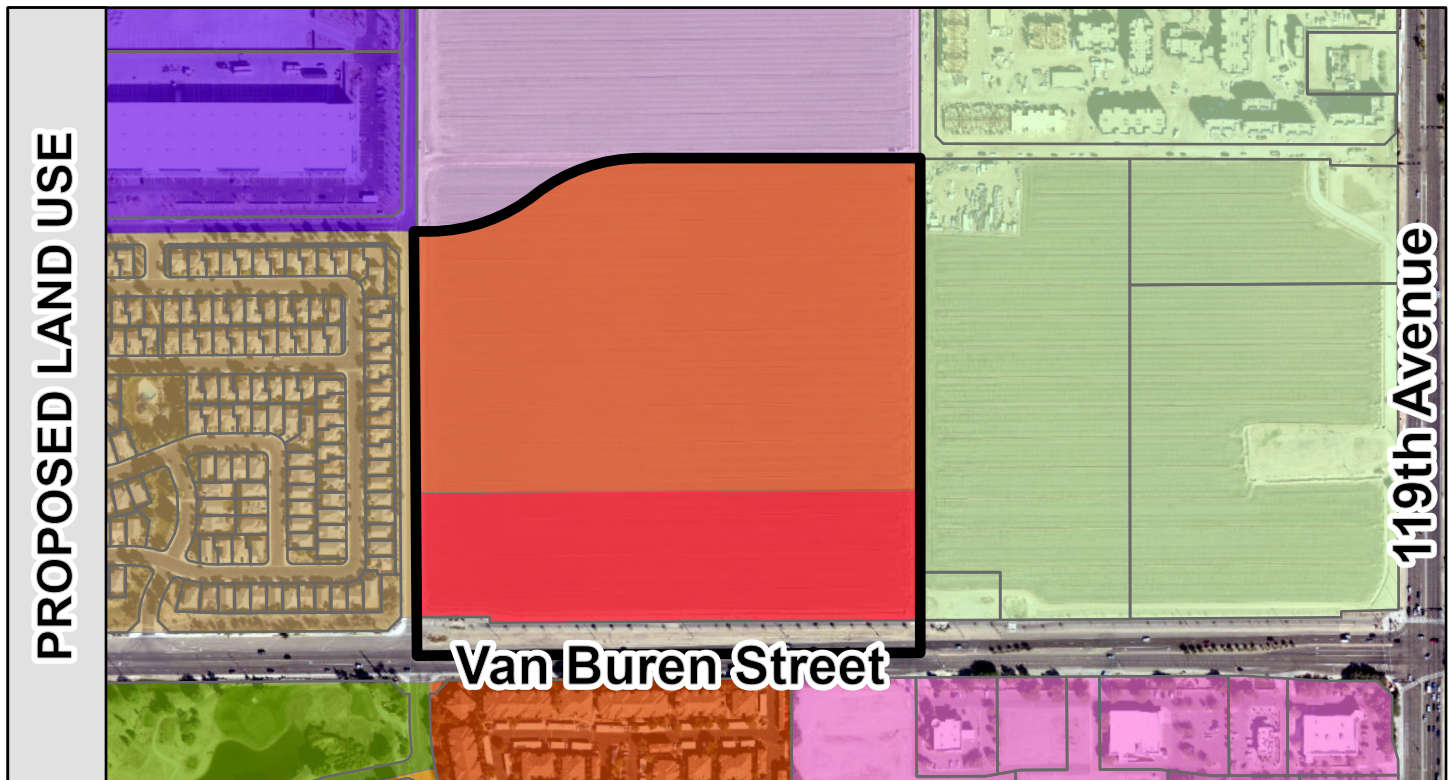
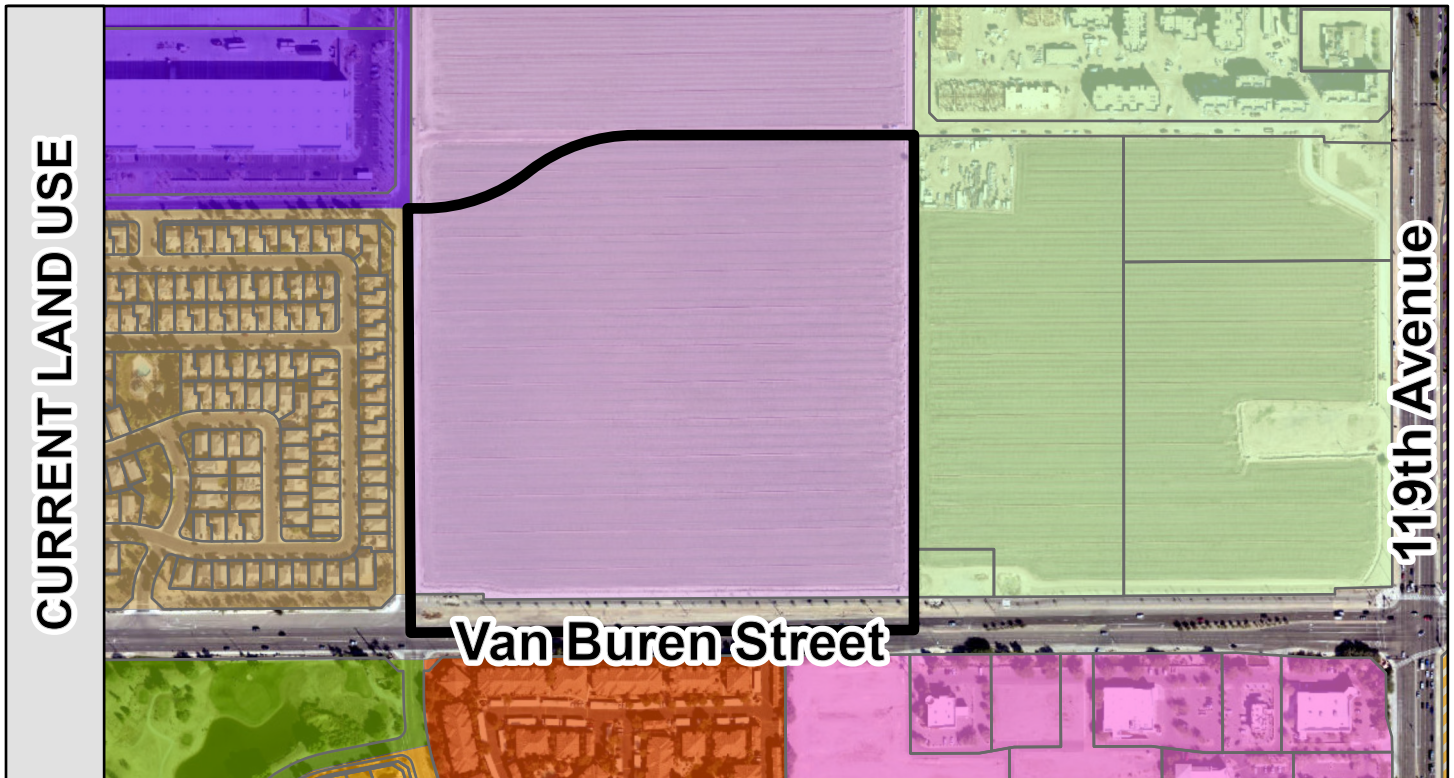


Zoning Vicinity



Subject Property



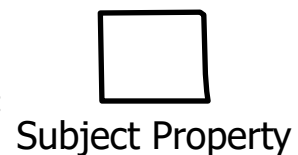


General Plan Land Use



- Local Commercial
- Medium/High Density Residential
- High Density Residential
- Open Space and Parks

- Business Park
- Mixed Use
- Promenade District
- Village District



Fuze 623

Planned Area Development Narrative



Submittal#1: September 2021

Submittal #2: December 2021

Submittal #3: March 28, 2022

Submittal #4: May 5, 2022

Submittal #5: June 10, 2022

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LIST OF EXHIBITS

- 1. Aerial and Vicinity Map
- 2. General Plan Exhibit
- 3. Site Plan
- 4. Renderings & Elevations
- 5. G&D Plan
- 6. Drainage Report

Fuze 623

Planned Area Development Narrative

A. Introduction

This application requests a Planned Area Development zoning for the approximate 38.86-acre (gross) property generally located at the northwest corner of 117th Avenue and Van Buren Street (the “Property”) and to establish site-specific permitted uses, as well as development standards and design criteria for a 681-unit multifamily community, which will be highly stylized, urban-designed, and pedestrian-friendly (the “Project”). The proposed community will provide new and diverse housing opportunities and will accommodate a variety of lifestyles and transitions. The proposed development also rezones ~~8.92~~ net acres of land for future commercial uses along Van Buren Street.

7.62 net ac

A companion General Plan Amendment (GPA) request has been filed with the City of Avondale under separate cover to amend the General Plan Land Use Map from Mixed Use to High Density Residential (12-30 dwelling units per acre) on 24.15 net acres and Local Commercial along Van Buren Street on 7.62 net acres.

B. Property Description

The Property is vacant, and has frontage along Van Buren Street, and proposed roadway alignments on its east (117th Avenue), west (119th Avenue) and north sides (Corporate Drive). The surrounding land uses consist of a single-family residential subdivision to the west; vacant land to the east and north; and an apartment community to the south. The larger area is part of the BLVD which is generally intended for greater intensity of uses and development.

Fuze 623 is in a unique location being that it is the only land in the city currently zoned City Center District (CCD), land located within the Residential Mixed-Use (RMU) subarea of the CCD. The CCD is a defunct zoning district that changed over into the BLVD but for this Property. While the proposed multi-family residential land use is permitted under the property’s current CCD zoning, development standards required within the CCD district would preclude development of the site as proposed. For this reason, this application seeks a new PAD zone change with modified standards.

With the increase of employment, commercial and educational opportunities that are anticipated in the area, including within the City Center area, this site is a prime location for new residences which will in turn support other land uses.

C. Project Description

The intent of the Fuze 623 PAD is to establish site-specific permitted uses, as well as development standards and design criteria for a new multifamily residential community and future commercial uses. The proposed development will offer two different types of residential apartment living. Part of the community will be approximately 360 units, 3 stories in a traditional garden-style building. The other portion of the development will be a mid-rise building consisting of 321 units and 7 stories. The overall combined net density is 28.2 du/ac over the residential portion.

The overall development will share a common architectural theme across the multi-family residential components. Though materials and colors may vary across the site, incorporation of a common architectural style and carryover of theming elements is provided. The commercial site plan will be part of later development phase and this PAD will ensure that a common architectural style and carryover of theming elements will be a part of that future commercial design.

The Fuze 623 PAD provides a new housing product, and new way of construction, that provides diversity to the market and new efficiencies. With an emphasis on high quality design, community open space and enriched amenities, Fuze 623 will attract a variety of new residents to Avondale including young professionals, millennials, and empty nesters.

D. Request / Proposed Land Use Map

This application requests a Planned Area Development amendment to rezone the Property from CCD to PAD with underlying Multi-Family Residential (R-4) and commercial (C-2) zoning.

E. PAD Permitted Uses

Permitted R-4 land uses include: 1) Residential Units, 2) Accessory Vehicle Garages and Canopies, 3) Leasing office, 4) Residential Clubhouse and Community Pool, and 5) Accessory resident storage buildings and those uses which are permitted in Section 202.B of the Avondale Zoning Ordinance.

Uses permitted with conditions or a conditional use permit shall be in accordance with Section 203 and 204 of the Avondale Zoning Ordinance.

C-2 (Community Commercial) land uses and development standards shall apply to the +/- 8 acres along Van Buren Street.

F. Development Standards

Development of the Project shall conform to the standards set forth in the R-4 Zoning District of the Avondale Zoning Ordinance and the standards set forth in this PAD Amendment. Should a conflict between the Zoning Ordinance and this PAD, the standards of this PAD shall apply.

Table A: Residential Development Standards Table*

	R-4	PAD Proposal
Max. Units Permitted	70: 1 unit for every 1,452 sf net site area	70: 1 unit for every 1,452-sf net site area
Min. Lot Width	50'	50'
Min. Lot Depth	100	100'
Max. Height	45'	90' (5 stories residential, 6 stories parking)
Max. building coverage (Overall)	50%	50%
Building Setbacks Front Rear Side Street Side	25' 15' 15' 25'	25' 15' 15' 25'* *8' along Corporate Drive and 20' along 119th Avenue
Landscape Setback Street Side	25'	25' *20' along 119th Avenue and 8' along Corporate Drive
Open Space	20% useable open space	12.77% useable open space
Private Open Space	80 sf per unit	32 square foot balcony per unit for garden apartments 40 square foot balcony per unit for wrap apartment Ground floor patios will be 80 square feet per unit
Building Separation	1 story - 20 feet 2 story - 30 feet	30 feet (all buildings) Between principal entrances and exits, 15' min. all other sides
Garage Parking	25% percent of required parking for multi-family residential projects (excluding guest parking) to take the form of enclosed garages	25% percent of required parking for the wrap apartment project (excluding guest parking) will be in an enclosed

		garage. No enclosed garages will be required for the garden style apartment units. Surface and/or covered parking will meet the parking requirement.
Parking Space Dimensions	Minimum dimensions for standard parking spaces are 9.5' wide by 20' long Up to 2 feet (24 inches) of overhang may be counted towards the minimum depth of a parking space if the overhang occurs over a landscape area with a minimum depth of 10 feet. Up to 2 feet (24 inches) of overhang may be counted towards the minimum depth of a parking space if the overhang occurs over a private sidewalk with a minimum width of 6 feet.	For parking structure/garage parking the minimum dimension for the parking spaces shall be 9' wide by 18' long wide stalls with a 26' aisle width. Surface parking spaces will maintain the 9.5' wide by 20' long dimension and utilizing the overhang allowances, per Section 805.A.
MF setback from SFR zoning	75'	65'

*Please note that the deviation proposed are **bolded** in the above table.

Justification for Deviations

- Section 205.B Footnote 3 – Request increase in maximum height given proximity to The BLVD district which allows up to 110 feet in height and adjacency to major commercial/mixed use areas. Additionally, previously approved CCD RMU zoning designation for this site allowed buildings above 45' height with 5 stories of residential. To accommodate the parking required for the 5-story residential mid-rise, a 7-story parking garage is required at the center of the building.
- Section 206.B.2.d – Request exception to allow parking within required landscape setback along 119th Ave. to provide landscape amenities and greenspace for residences in accordance with Section 206.B.2.a (not interrupting central open space with parking or roads).
- Section 206.B.2.e – Request Private outdoor space per unit be reduced to 32 square feet per unit (garden apartments) and 40 square feet per unit (wrap apartments) on stories above ground floor. Ground floor units would satisfy 80 sf per unit requirement. There are limitations in the construction type that prevent any modifications to the mid-rise residential building where cantilever balconies are limited in depth.
- Section 206.B.5.c – Requirement for multifamily states 25% of parking, excluding visitor parking, in apartment developments is required for projects over 100 units. The wrap development is over 100 units and includes an enclosed parking garage and will meet the 25% parking requirements. However, we request a deviation for the garden-style apartments. We propose that these will not

require the enclosed garages. Tuck-under parking is not a viable option given the modular construction necessary for the project, which allows higher quality units and more sustainable construction.

- Section 805.A – We are requesting a deviation to allow 9' wide by 18' long wide stalls with a 26' aisle width count as a standard stall dimension at the mid-rise parking garage. Surface parking at the Garden-style units will be designed per city guidelines (9.5' by 20'). The parking garage at the midrise faces limitations in length and width due to site constraints that favor a 9' wide by 18' parking stall dimension. A 9' by 18' stall is also consistent with the highest Level of Service (LOS) Grade A requirements and state/federal Accessibility guidelines. Parking in the garage will only be for residents. Parking for guests, deliveries, and staff will not be located in the garage, and will comply with the 9.5' by 20' dimension requirement.
- Avondale Multi-Family Residential Design Manual – Open space requirements are 20% and we are requesting a deviation to allow 12.77% open space. The BLVD district which is adjacent to the Property allows a minimum of 15% open space, which we are close to meeting. In addition, we are providing high quality active and centralized recreational areas and amenities within the larger development to provide residents with usable open space area.
- Section 205.B & Section 12.3.c.ii building and landscape setback along 119th Avenue is requesting to be 20 feet. The proposed development would like to include patios along the bottom floor to activate the street and therefore a small setback reduction is needed to accommodate the patios and landscaping along the streetscape. In addition, we are requesting that the landscape and building setback along Corporate Drive to be 8 feet. With the relocation of the wrap building, we need some relief to accommodate that building within the northeast corner of the Property.

G. Residential Design & Architecture

Fuze 623 will provide new and diverse housing opportunities for the residents of Avondale, by providing high quality, luxury style apartment housing at an attainable price point. Construction of multiple apartment buildings on the site would be of a modular design, significantly reducing construction waste and negative environmental impacts to the surrounding community. Life-cycle sustainability of the proposed apartment complexes would be maintained by equipping units with smart technology, energy and water saving fixtures, as well as a highly insulated exterior envelope made possible by modular construction. The driving goal behind this development is providing access to high quality, sustainable, healthy design to all income levels.

The apartment community will feature covered surface parking for garden-style units, and secured garage parking for the mid-rise multifamily complex. Multiple parks located in open space will include walking paths, lawns, dog parks, corn hole and leisure spaces all available outside the units front door. In addition, the mid-rise complex includes two central courtyards that units overlook. Two pools – one at the roof top of the mid-rise complex and one as park of the garden-style clubhouse – provide ample access to luxury amenities for residents to mingle. Each building is arranged surrounding these open spaces, sub-dividing the development into smaller communities.

Every apartment in the community will feature an open floor plan and generous natural light while incorporating smart home features, EnergyStar rated fixtures, LED lighting, quartz counters, stainless appliances, and modern design selections.

Fuze 623 is designed with highly stylized elevations using quality building materials and designed with a modern appeal. The design utilizes architectural embellishments including decorative metal balcony screens, canopies, standing seam metal roof elements, and wood-simulated accents to provide diversity of design. Conceptual elevations are provided herein.

Architectural Elements and Details

The community elevations may utilize a variety of the following elements to enhance and diversify the community's character, including but not limited to the following:

1. Recessed or projecting balconies
2. Awnings
3. Porches
4. Roof overhangs
5. Stucco (garden-style apartments only)
6. Fiber cement panel
7. Wood and metal accents
8. Decorative lighting
9. Full height glass
10. Painted Architecturally Exposed Steel Structure
11. Neutral stone at landscaping
12. Copper or galvanized metal gutters, roof drain downspouts, metal roofing on awnings
13. Metal entry canopy and carport for shade and a distinguished building entrance
14. Reveal lines
15. Recesses
16. Decorative metal and wood for accent elements and/or plantings

Ultimately, the development will provide the framework for a sustainable, healthy, active community to bolster the nearby commercial and mixed-use developments.

H. Site Design Criteria / Details

1. Product

Fuze 623 will offer two different types of residential apartment living. Part of the community will be approximately 360 units, 3 stories in a traditional garden-style building. The other portion of the development will be a mid-rise building consisting of 321 units and 7 stories.

The development will feature Studios, (64 units), 1-bedroom, (303 units), 2-bedroom (263 units) and 3-bedroom (51 units) configurations. The Studio units are approximately 557 square feet of livable area, 1-bedroom units are approximately 627 square feet of livable area. The 2-bedroom units area approximately 976 square feet of livable area. The 3-bedroom units are approximately 1,102 square feet of livable area.

2. Streetscape

Building setbacks are 25 feet along 117th Avenue and 20 feet along 119th Avenue, and 8 feet along Corporate Drive. The streetscape will feature detached, tree-lined sidewalks with complementary landscaping. The landscape setback along Corporate Drive will be 8 feet and 20 feet along 119th Avenue.

3. Access & Circulation

Pedestrian connections will be provided to the north, south, east, and west due to the central sidewalks and drive aisles that provide an enhanced pedestrian experience with landscaping along these internal pathways.

Vehicular access to the Community is proposed via Van Buren Street to the south, Corporate Drive to the north, 119th Avenue to the west, and 117th Avenue to the east. These will be connected to the project with main internal roadways with on-street parking, landscaping, and sidewalks to make it feel like an urban setting.

The site has excellent circulation from all sides through a street grid system connecting each project component to its street frontage and internal boulevards. Vehicular circulation will be provided via a primary north/south main boulevard, as well as an east/west drive (Fillmore Street) through the center.

4. Refuse

There are 8 enclosed trash/refuse dumpsters provided within the development provided with trash compactors. The layout of the enclosures will be intentional to allow for a one-pass route for collection purposes.

5. Parking

The parking spaces required for the project is 1,249 spaces, and the total parking spaces provided is 1,257 for the overall residential project which includes 44 spaces of shared parking with the adjacent commercial parcels to the south.

The breakdown per phase is as follows:

The wrap building will include 415 spaces in the garage and 134 spaces for surface parking, totaling 549 spaces. The surface parking will be used by guests, staff and resident overflow parking. 4% of these stalls will have EV charging with 16% EV Capable for future installation.

The garden apartments will provide 639 spaces, including one covered space per unit. 4% of these stalls will have EV charging with 16% EV Capable for future installation.

There are also 25 additional surface parking spots located for use by the clubhouse staff and visitors and 44 shared parking spaces on the commercial parcels. This brings the total parking provided to 1,257, which exceeds the code requirements.

6. Amenities & Clubhouse Area

Shared amenities will be dispersed through the Community, located both indoors and outdoors, and will include the following:

- Lounges
- Business center
- Reading room
- Dog Park/ Run
- Strength training room
- Fitness room and movement lawn
- Game room
- Golf Simulator
- Rooftop cabanas and lounge
- Rooftop pool deck
- Clubhouse pool deck
- Clubhouse full fitness center
- Outdoor kitchen and grilling spaces
- Yard games
- Outdoor lounge spaces and gathering space
- Shaded outdoor recreation areas and lawns

I. Landscaping & Open Space

Landscape Theme and Details

The plant palette will consist of regionally adapted drought tolerant species that will enhance the community aesthetics. Shade trees will be utilized along pedestrian circulation routes ensuring a pleasant and inviting pedestrian experience.

Open Space Concept

Fuze 623 has been designed with ample open space and recreation areas with quality amenities distributed throughout the community. The open space and recreation areas are intended to encourage resident interaction and sense of place. The development will provide approximately 12.77% total open space, roughly 134,328 square feet overall.

Entrance Design Concept

A long, linear entry drive that is tree lined on both sides of the street will provide a strong entry design for the community and thoughtful entry monumentation will welcome residents and their guests.

Amenity Area Landscape

Landscaping amenities are provided throughout the site for activity and leisure functions, including open green space, pathways, dog park, resort-style pools, grilling stations, yard games and hammock gardens.

J. Infrastructure

Roadway Improvements

The site is accessed locally via Van Buren Street, 119th Avenue, 117th Avenue, and Corporate Drive. Regional access is expected to be provided by Interstate 10 (I-10) and Loop 101 and by the other arterial streets in the vicinity such as Avondale Boulevard and Fairway Drive. The Fuze 623 project proposes to improve the adjacent half streets of Van Buren Street (Major Arterial), and 117th & 119th Avenues (Minor Collectors). The full section of Corporate Drive (Minor Collector) will be constructed with a raised median in place of a paved turn lane. All other internal streets will be private, designed to meet City of Avondale Fire Code requirements. Power lines along Van Buren Street are required to be converted underground, and the existing multiuse trail will remain in place.

Utilities

Sewer: There is an existing 36-inch sewer main in 119th Avenue and an existing 12-inch sewer main in Van Buren Street. The Fuze 623 project proposes a private sewer main within the center east-west private drive. The main will connect to the existing main within 119th Avenue via a proposed manhole tap. Private sewer taps will service each building.

Water/Fire: There is an existing 12-inch water line in 119th Avenue and an existing 16-inch water line in Van Buren Street. The Fuze 623 project proposes a private looped water line system within the private drives running east-west and north-south throughout the project. Public water lines are proposed within 117th Avenue and Corporate Drive. Fire sprinkler taps and domestic service taps will come off the public mains to service each building, with water meters (for domestic) and backflow preventors located at the taps. Water meters will be located within public right-of-way.

Fire: The proposed looped water line system will include fire hydrants placed so no point along the fire apparatus road to a hydrant exceeds 150 feet. Additional design requirements include a minimum 26-foot road width, minimum 14-foot height, inside turning radii of 35 feet, outside turning radii of 55 feet, an approved all-weather surface, and approved marking.

Grading and Drainage

Onsite retention will be provided for runoff generated by the 100-yr, 2-hr storm event onsite and well as within the adjacent half street of Van Buren Street, 117th Avenue, 119th Avenue, and Corporate Drive. Fuze 623 proposes a mix of surface retention basins and underground storage tanks. Stormwater retained within basins and tanks will be dissipated within 36 hours following the end of the storm through drywells.

Phasing

The development will be built in a single phase with the first work being the installation of infrastructure and improvement of the street frontage, access way, and retention basins. The remaining sequence of construction is planned in the following order: 1) setting the four southernmost garden-style apartment buildings and clubhouse / pool (between W Polk and W Fillmore Streets); 2) setting the four garden-style apartment buildings in the northeast corner (between W Fillmore Street and Corporate Drive), and 3) setting the mid-rise building in the northwest corner (between W Fillmore Street and Corporate Drive), which will be submitted to the City of Avondale separately to ensure proper and orderly development. A future phase will include the commercial frontage as market conditions dictate.

K. Conclusion

Fuze 623 will activate a long-time vacant parcel with a new urban style apartment community which will provide new housing opportunities with quality shared amenities and ample open space. The proposed community will provide new housing opportunities with both garden style and mid-rise apartments that are appropriately located just south of Interstate 10 and in a prime location in the city. In addition, the Community aligns with the City Center Zoning District and the Residential Mixed Use sub-area and is the type of development that is envisioned for this area.

Exhibit 1

Aerial Map - NEC 119th Ave and Van Buren



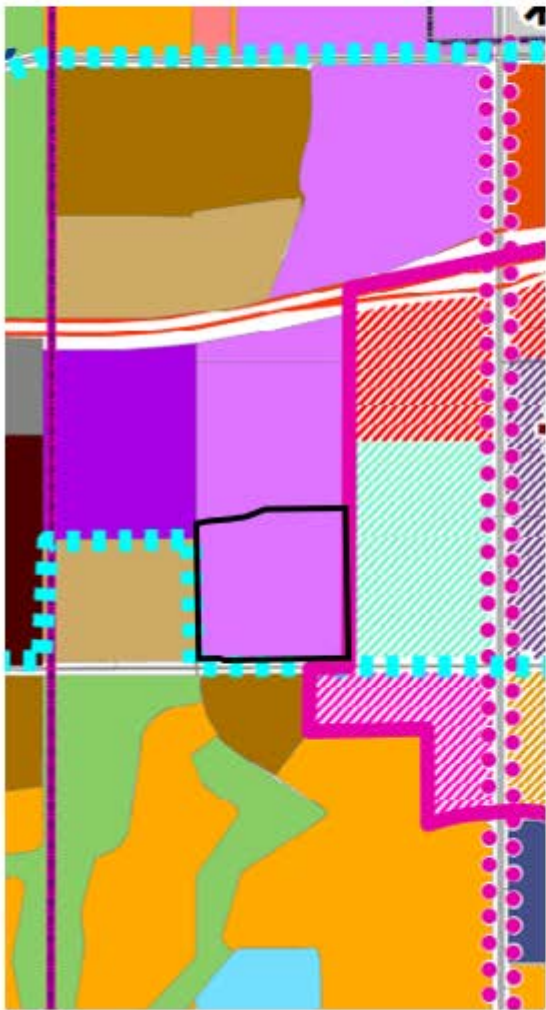
Exhibit 2

Zoning Map - NEC 119th Ave and Van Buren



General Plan - NEC 119th Ave and Van Buren

Existing:
Mixed Use



Proposed:
High Density Residential and Local Commercial

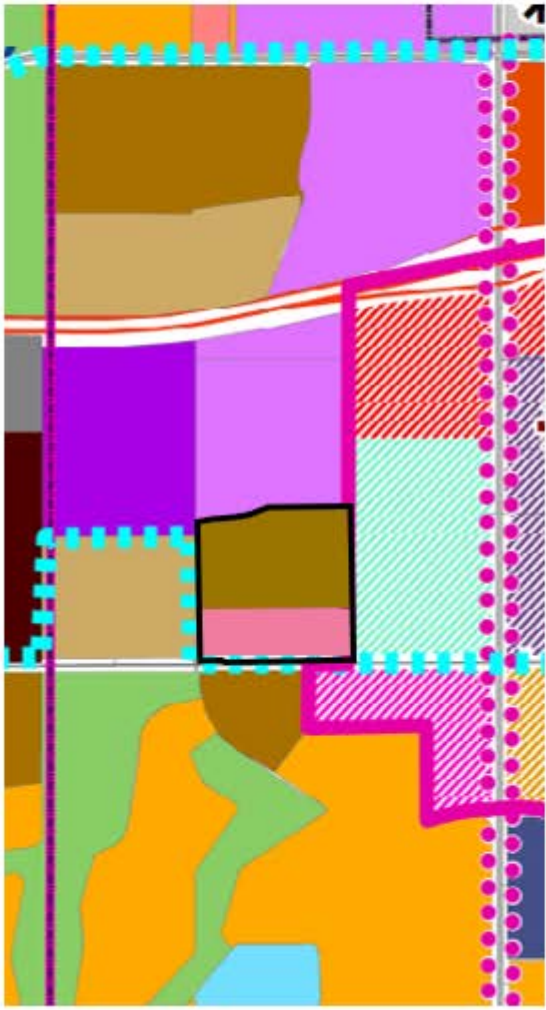
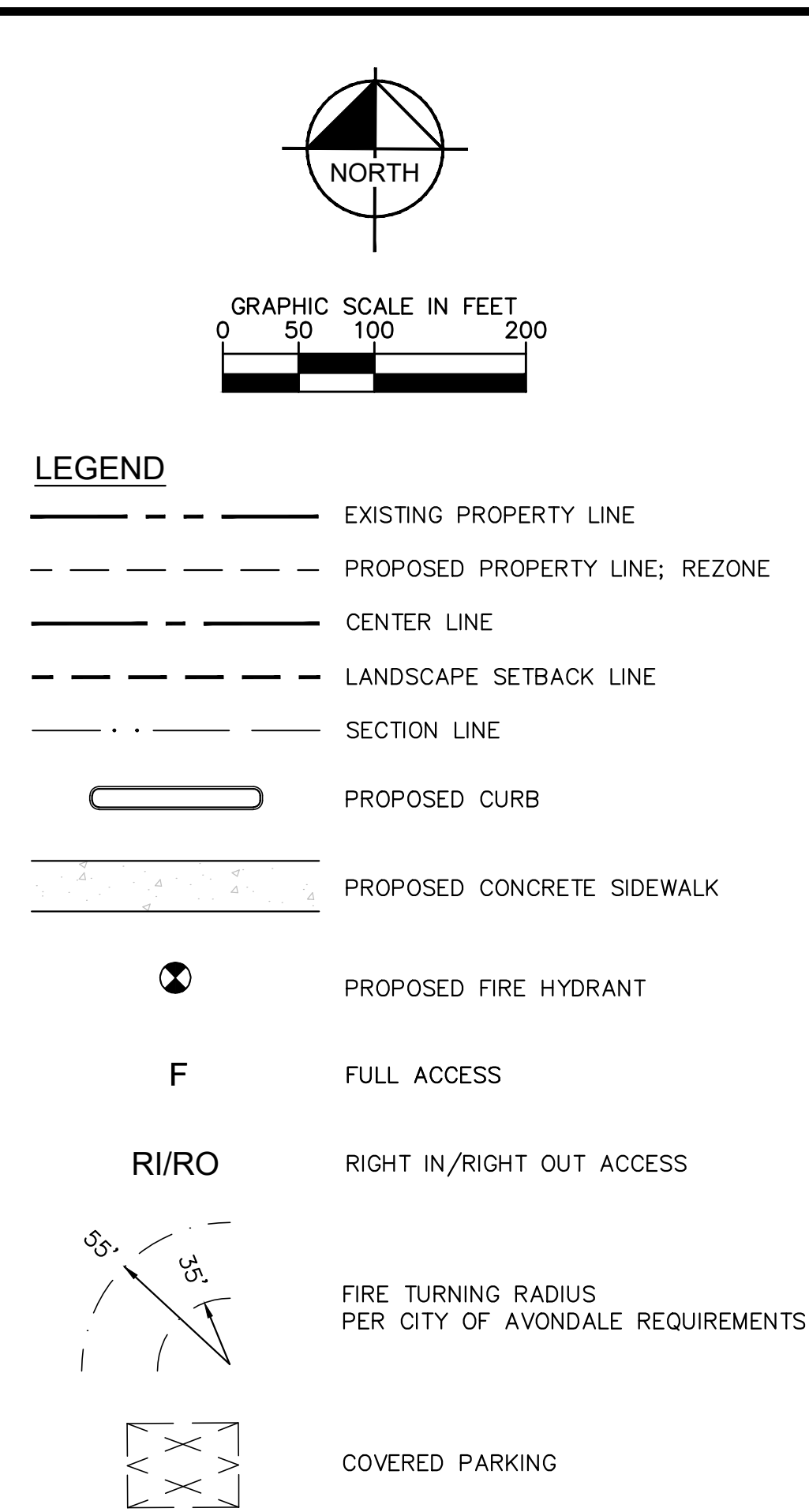


Exhibit 3

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ZMODULAR MULTI-FAMILY BUILDINGS - AVONDALE SITE				SUM OF UNIT TYPES	SUM OF UNIT TYPES	PARKING REQUIRED	PARKING REQUIRED
UNIT TYPE	PICOMA 4	L48	WRAP	WRAP	GARDEN	WRAP	GARDEN
STUDIO	12	0	40	40	24	60	36
1 BEDROOM / 3 BATH	12	17	171	171	126	256.5	189
TYPE-A: 1 BEDROOM / 1 BATH	0	1	0	0	6	0	9
2 BEDROOM / 2 BATH	11	23	95	95	160	166.25	280
TYPE-A: 2 BEDROOM / 2 BATH	1	1	0	0	8	0	14
3 BEDROOM / 2 BATH	0	5	15	15	30	30	60
TYPE-A: 3 BEDROOM / 3 BATH	0	1	0	0	6	0	12
UNIT SUB TOTAL	36	48	321				
TOTAL OF EACH BUILDING	2	6	1				
UNIT TOTAL (681)	72	288	321	321	360	513	600
						TOTAL REQ'D EXCLUSIVE OF GUEST	1113

PARKING TYPE	PARKING MATRIX	
	REQUIRED	PROVIDED
BICYCLE PARKING REQUIRED	26	26
ACCESSIBLE PARKING SPACE (2% Total)	22	25
VAN PARKING SPACE (1/6 of ADA)	4	4
RESIDENTIAL PARKING SPACES	1113	1182
CLUBHOUSE PARKING SPACES	25	25
GUEST PARKING (1 PER 5 UNITS)	137	137
SHARED PARKING		68
BUS & TRUCK LOADING	1	1
TOTAL PARKING SPACES	1275	1275

Total parking provided to be 1,257 spaces as explained in the narrative (inclusive of resident, guest, ADA, etc.) Updated matrix to be provided with Site Plan & Design Review submittal.

NOTES

1. PROPOSED SURFACE STALLS ARE 9.5' X 20'. PROPOSED GARAGE STALLS ARE 9' X 18'. PARALLEL PARKING STALLS ARE 10' X 20'.

CITY OF AVONDALE SITE PLAN NOTES

1. ALL UTILITY LINES LESS THAN 69 KV SHALL BE UNDERGROUNDED WITH THE FIRST PHASE OF DEVELOPMENT.
2. ALL GROUND-MOUNTED EQUIPMENT SHALL BE SCREENED/CONCEALED FROM STREET VIEW.
3. PLANTS LOCATED WITHIN REQUIRED AASHTO SIGHT VISIBILITY TRIANGLES SHALL BE PRUNED REGULARLY TO PERMIT UNOBSTRUCTED VISION. PLANT MATERIALS SHALL BE MAINTAINED TO BE LOWER THAN 2' (SIBER) OR TALLER THAN 7' (BOTTOM OF TREE CANOPY).
4. FUTURE DEVELOPMENT PADS WITHIN MASTER PLANNED DEVELOPMENTS SHALL BE COVERED WITH A MINIMUM OF 2" THICK DECOMPOSED GRANITE FOR DUST CONTROL AT TIME OF DEVELOPMENT.
5. ALL DEVELOPMENTS SHALL BE MAINTAINED IN CONFORMANCE WITH THE APPROVED SITE PLAN AND LANDSCAPE PLAN. ANY CHANGES THERE TO SHALL REQUIRE APPROVAL OF THE CITY OF AVONDALE. THIS PROJECT IS SUBJECT TO THE CURRENT AVONDALE GENERAL ENGINEERING REQUIREMENTS.
6. THE PROJECT IS SUBJECT TO THE CITY OF AVONDALE SUPPLEMENTAL ORDINANCES, COMMERCIAL DISTRICTS, MULTI-FAMILY DESIGN MANUAL, ZONING ORDINANCE, GENERAL PLAN, AVONDALE STREET TREE MASTER PLAN, AND ANY APPLICABLE SPECIFIC PLANS.



SITE PLAN CONSTRUCTION NOTES

- 1 DRIVEWAY ENTRANCE
- 2 SCREENED TRASH COMPACTOR
- 3 AMENITIES
- 4 DECORATIVE PAVEMENT
- 5 SIDEWALK
- 6 FIRE HYDRANT (MAX 300' SPACING)
- 7 FIRE DEPT. TURNING RADIUS
- 8 PARKING STALL (9.5' X 20' & 9' X 18')
- 9 WATER METER
- 10 MAIN ACCESS, RESTRICTED ACCESS MOVEMENT
- 11 SECONDARY ACCESS, FULL ACCESS MOVEMENT
- 12 PAVEMENT STRIPING
- 13 PARALLEL PARKING STALL (20' X 10')
- 14 LOADING SPACE (10' X 40')
- 15 STORAGE/MAINTENANCE BUILDING (22'X18')

Kimley»»Horn
1001 WEST SOUTHERN AVENUE, Suite 131
Mesa, Arizona 85210 (480) 207-2666
© 2022



FUZE 623
PRELIMINARY SITE PLAN
AVONDALE, AZ

PROJECT No.	291588001
SCALE (H): 1"=100'	
SCALE (V): ---	
DRAWN BY: SSR/SJB	
DESIGN BY: PAC	
CHECK BY: HDR	
DATE: 06/08/2022	



Avondale Z Modular - Overall Site Plan.dwg

01 OF 02 SHEETS





FUZE MID-RISE BUILDING PARKING:

Garage: 415
Surface: 134
Total: 549

GARDEN STYLE PARKING:

Units: 639
Clubhouse: 25

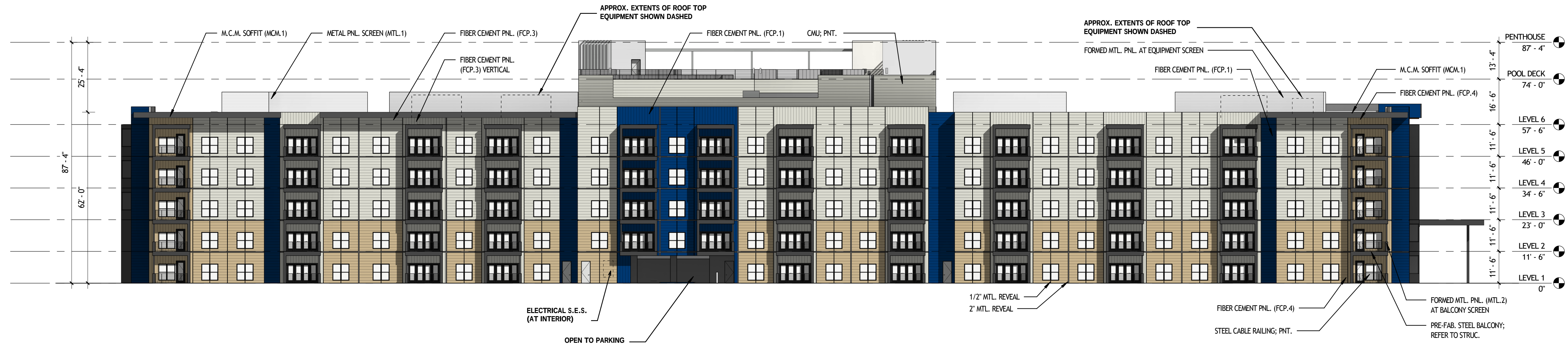
(Guest Parking at 1 per 5 units:137)

TOTAL PARKING: 1,213

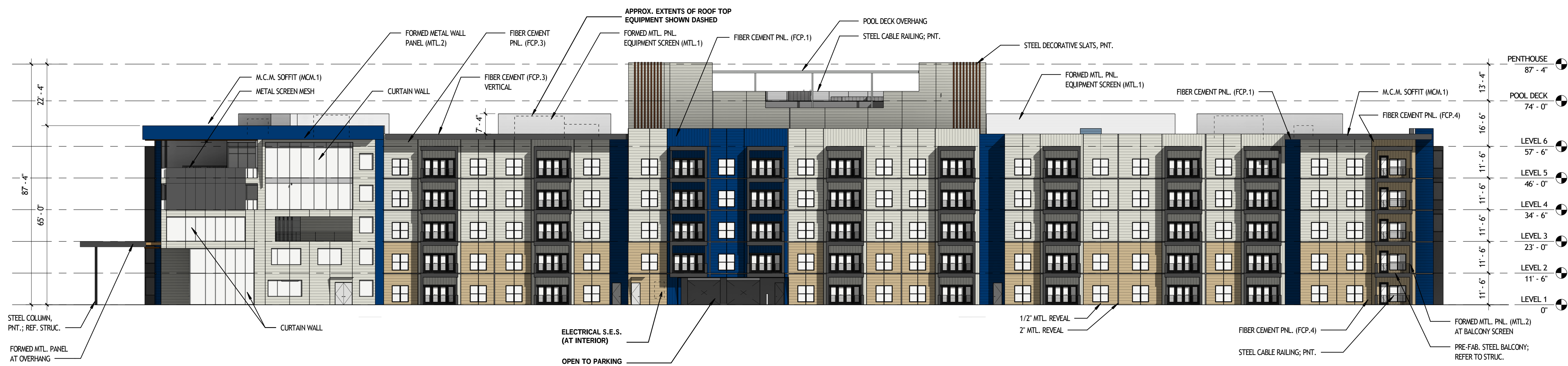
REFERENCE CIVIL SITE PLAN FOR
DETAILED PARKING INFORMATION



Exhibit 4



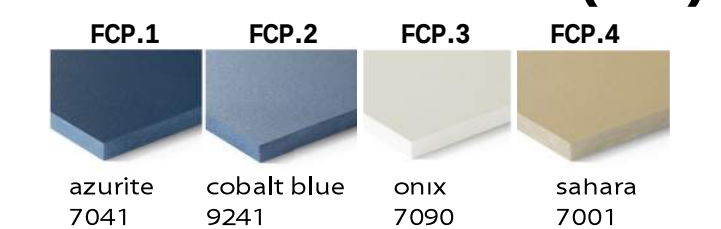
F1 **OVERALL ELEVATION SOUTH**
3/64" = 1'-0"



A1 **OVERALL ELEVATION NORTH**
3/64" = 1'-0"

EXTERIOR FINISH COLOR LEGEND

**SWISSPEARL HIGH DENSITY
FIBER CEMENT PANELS (FCP)**



Wrap - FUZE 623
XXXX W. Corporate Dr.
vondale, AZ 85323

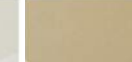


Issues

Project Lead: BH

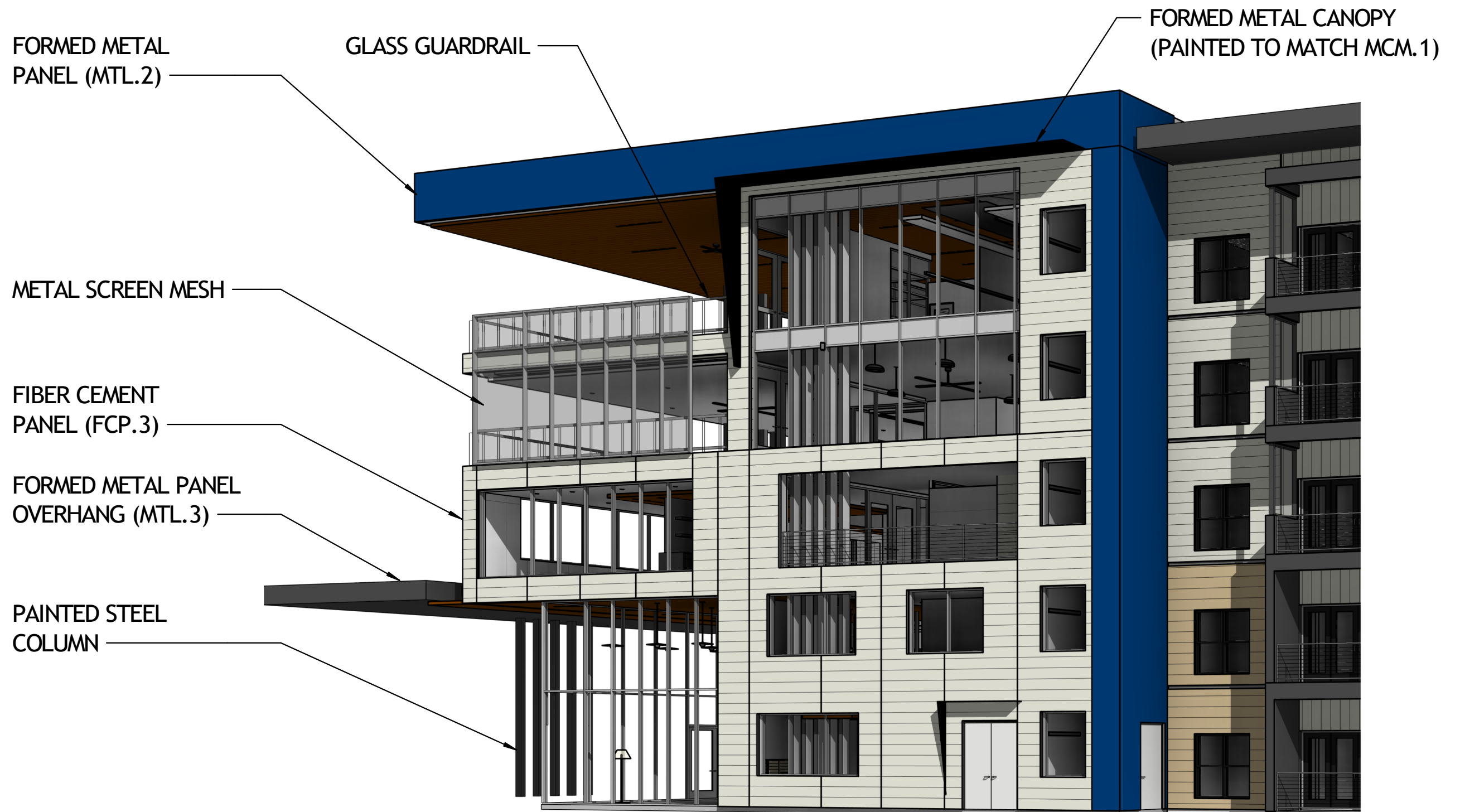
A-202



EXTERIOR FINISH COLOR LEGEND			
SWISSPEARL HIGH DENSITY FIBER CEMENT PANELS (FCP)			
FCP.1	FCP.2	FCP.3	FCP.4
			
azurite 7041	cobalt blue 9241	onix 7090	sahara 7001
	14		15







FORMED METAL PANEL
EQUIPMENT SCREEN
(MTL.1)

FIBER CEMENT
PANEL (FCP.3)

FORMED METAL
PANEL (MTL.2)

FORMED METAL PANEL
AT BALCONY (MTL.3)

FORMED METAL
CANOPY (PAINTED
TO MATCH MCM.1)

CABLE RAIL

FIBER CEMENT PANEL
(FCP.3)

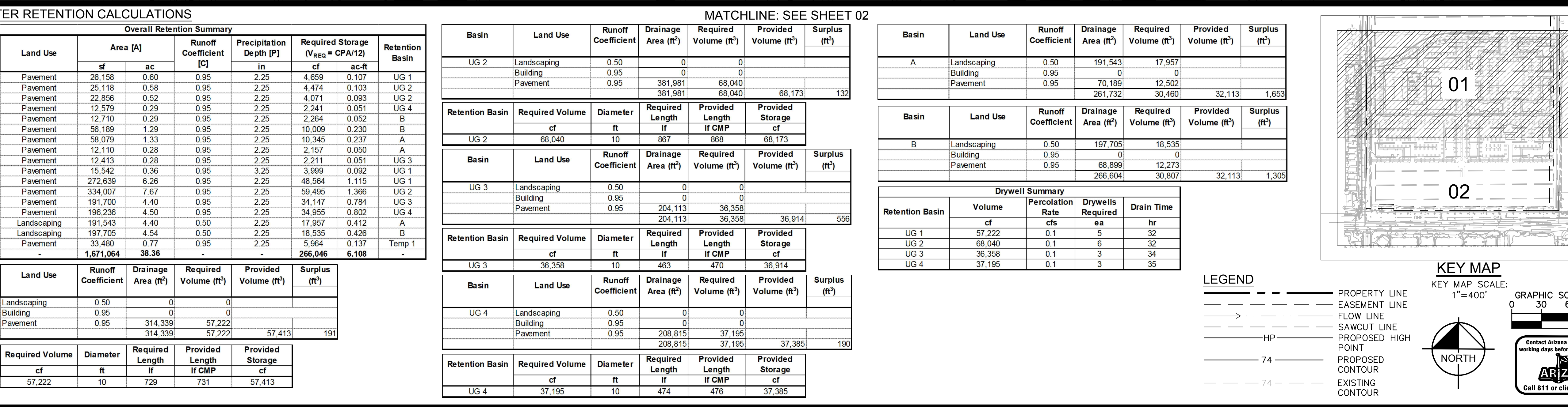
FORMED METAL
PANEL OVERHANG
(MTL.3)





Exhibit 5

X:\EAV_Oiv\291588001 - Avondale 2 Modular\CADD\Exhibits\Avondale 2 Modular - Drainage Exhibit.dwg, Layout:EX1.01 Mar 23, 2022 2:21:50pm Heather D. Roberts
XREFS: x588001B x588001BM x588001VP x588001SD - PALCE x588001BMOFF x588001UT Clubhouse-Marble Falls, TX_A201-Central Floor Plan - 811-352-
XREFS: x588001B x588001BM x588001VP x588001SD - PALCE x588001BMOFF x588001UT Clubhouse-Marble Falls, TX_A201-Central Floor Plan - 811-352-
OF AND MRSPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.



MATCHLINE: SEE SHEET 02

Basin	Land Use	Runoff Coefficient	Drainage Area (ft²)	Required Volume (ft³)	Provided Volume (ft³)	Surplus (ft³)
UG 2	Landscaping	0.50	0	0		
	Building	0.95	0	0		
	Pavement	0.95	381,981	68,040		
			381,981	68,040	68,173	132
Retention Basin	Required Volume	Diameter	Required Length	Provided Length	Provided Storage	
	cf	ft	lf	lf CMP	cf	
UG 2	68,040	10	867	868	68,173	
Basin	Land Use	Runoff Coefficient	Drainage Area (ft²)	Required Volume (ft³)	Provided Volume (ft³)	Surplus (ft³)
UG 3	Landscaping	0.50	0	0		
	Building	0.95	0	0		
	Pavement	0.95	204,113	36,358		
			204,113	36,358	36,914	556
Retention Basin	Required Volume	Diameter	Required Length	Provided Length	Provided Storage	
	cf	ft	lf	lf CMP	cf	
UG 3	36,358	10	463	470	36,914	
Basin	Land Use	Runoff Coefficient	Drainage Area (ft²)	Required Volume (ft³)	Provided Volume (ft³)	Surplus (ft³)
UG 4	Landscaping	0.50	0	0		
	Building	0.95	0	0		
	Pavement	0.95	208,815	37,195		
			208,815	37,195	37,385	190
Retention Basin	Required Volume	Diameter	Required Length	Provided Length	Provided Storage	
	cf	ft	lf	lf CMP	cf	
UG 4	37,195	10	474	476	37,385	

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA811

Call 811 or click Arizona811.com

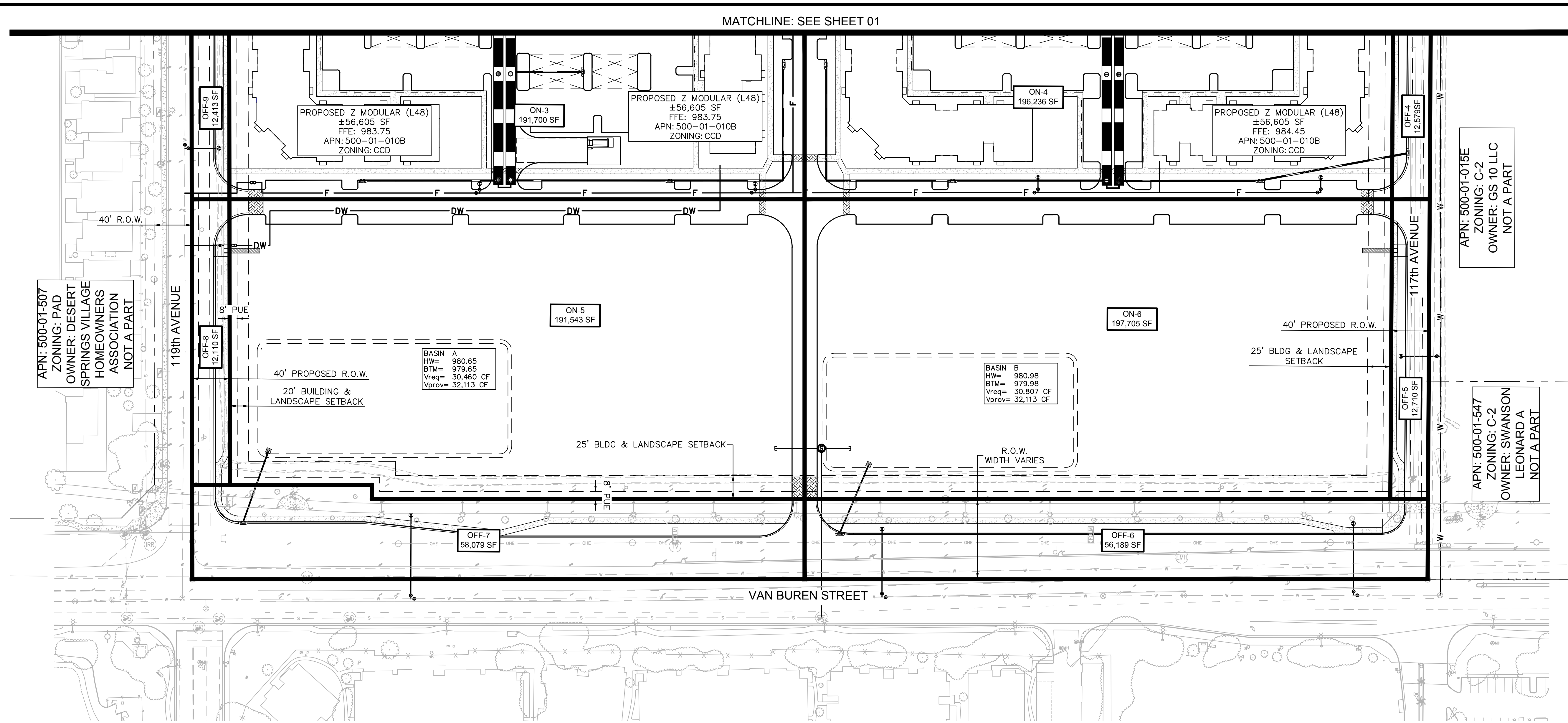
FUZE 623
DRAINAGE EXHIBI

CALE (H):1"=60'
CALE (V):---
RAWN BY: MS
ESIGN BY: PC
HECK BY: HDR
ATE: 12/14/2021

01 OF 02 SHEET:



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XREFS: x586001B x586001W x586001V EXHIBIT_SHEETMAP x586001SD -PAUSE x586001BMOFF x586001UT Clubhouse-Morale Falls_X-A20-Central -- Floor Plan -- 1st Floor
x586001T x586001E EXHIBIT_SHEETMAP x586001SD -PAUSE x586001BMOFF x586001UT Clubhouse-Morale Falls_X-A20-Central -- Floor Plan -- 1st Floor
OF AND W/PROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLE+HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLE+HORN AND ASSOCIATES, INC.



STORMWATER RETENTION CALCULATIONS

Overall Retention Summary								
Drainage Area	Land Use	Area [A]		Runoff Coefficient [C]	Precipitation Depth [P]	Required Storage (V _{REQ} = CPA/12)		Retention Basin
		sf	ac			cf	ac-ft	
OFF 1	Pavement	26,158	0.60	0.95	2.25	4,659	0.107	UG 1
OFF 2	Pavement	25,118	0.58	0.95	2.25	4,474	0.103	UG 2
OFF 3	Pavement	22,856	0.52	0.95	2.25	4,071	0.093	UG 2
OFF 4	Pavement	12,579	0.29	0.95	2.25	2,241	0.051	UG 4
OFF 5	Pavement	12,710	0.29	0.95	2.25	2,284	0.052	B
OFF 6	Pavement	56,189	1.29	0.95	2.25	10,009	0.230	B
OFF 7	Pavement	58,079	1.33	0.95	2.25	10,345	0.237	A
OFF 8	Pavement	12,110	0.28	0.95	2.25	2,157	0.050	A
OFF 9	Pavement	12,413	0.28	0.95	2.25	2,211	0.051	UG 3
OFF 10	Pavement	15,542	0.36	0.95	3.25	3,999	0.092	UG 1
ON 1	Pavement	272,639	6.26	0.95	2.25	48,564	1.115	UG 1
ON 2	Pavement	334,007	7.67	0.95	2.25	59,495	1.366	UG 2
ON 3	Pavement	191,700	4.40	0.95	2.25	34,147	0.784	UG 3
ON 4	Pavement	196,236	4.50	0.95	2.25	34,955	0.802	UG 4
ON 5	Landscaping	191,543	4.40	0.50	2.25	17,957	0.412	A
ON 6	Landscaping	197,705	4.54	0.50	2.25	18,535	0.426	B
OFF 11	Pavement	33,480	0.77	0.95	2.25	5,964	0.137	Temp 1
TOTAL	-	1,671,064	38.36	-	-	266,046	6.108	-

Basin	Land Use	Runoff Coefficient	Drainage Area (ft²)	Required Volume (ft³)	Provided Volume (ft³)	Surplus (ft³)
UG 1	Landscaping	0.50	0	0		
	Building	0.95	0	0		
	Pavement	0.95	314,339	57,222		
			314,339	57,222		
					57,413	191

Retention Basin	Required Volume	Diameter	Required Length	Provided Length	Provided Storage
	cf	ft	If	If CMP	cf
UG 1	57,222	10	729	731	57,413

Basin	Land Use	Runoff Coefficient	Drainage Area (ft²)	Required Volume (ft³)	Provided Volume (ft³)	Surplus (ft³)
UG 2	Landscaping	0.50	0	0		
	Building	0.95	0	0		
	Pavement	0.95	381,981	68,040		
			381,981	68,040	68,173	132
Retention Basin	Required Volume	Diameter	Required Length	Provided Length	Provided Storage	
	cf	ft	lf	lf CMP	cf	
UG 2	68,040	10	867	868	68,173	
Basin	Land Use	Runoff Coefficient	Drainage Area (ft²)	Required Volume (ft³)	Provided Volume (ft³)	Surplus (ft³)
UG 3	Landscaping	0.50	0	0		
	Building	0.95	0	0		
	Pavement	0.95	204,113	36,358		
			204,113	36,358	36,914	556
Retention Basin	Required Volume	Diameter	Required Length	Provided Length	Provided Storage	
	cf	ft	lf	lf CMP	cf	
UG 3	36,358	10	463	470	36,914	
Basin	Land Use	Runoff Coefficient	Drainage Area (ft²)	Required Volume (ft³)	Provided Volume (ft³)	Surplus (ft³)
UG 4	Landscaping	0.50	0	0		
	Building	0.95	0	0		
	Pavement	0.95	208,815	37,195		
			208,815	37,195	37,385	190
Retention Basin	Required Volume	Diameter	Required Length	Provided Length	Provided Storage	
	cf	ft	lf	lf CMP	cf	
UG 4	37,195	10	474	476	37,385	

Basin	Land Use	Runoff Coefficient	Drainage Area (ft ²)	Required Volume (ft ³)	Provided Volume (ft ³)	Surplus (ft ³)
A	Landscaping	0.50	191,543	17,957		
	Building	0.95	0	0		
	Pavement	0.95	70,189	12,502		
			261,732	30,460	32,113	1,653

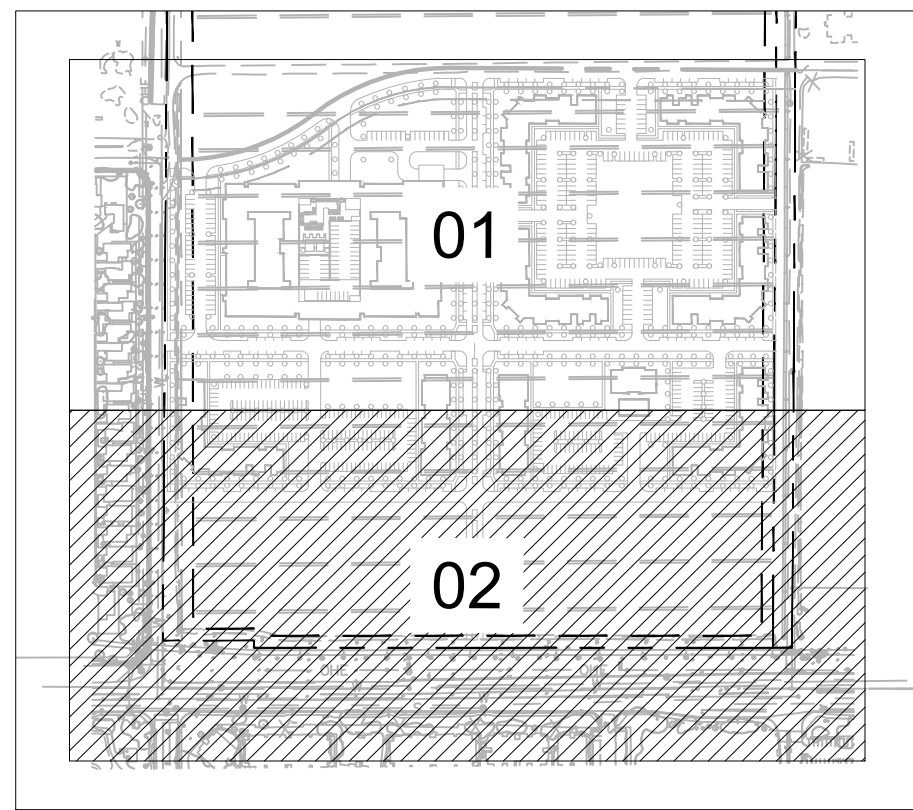
Basin	Land Use	Runoff Coefficient	Drainage Area (ft ²)	Required Volume (ft ³)	Provided Volume (ft ³)	Surplus (ft ³)
B	Landscaping	0.50	197,705	18,535		
	Building	0.95	0	0		
	Pavement	0.95	68,899	12,273		
			266,604	30,807	32,113	1,305

Drywell Summary				
Retention Basin	Volume <i>cf</i>	Percolation Rate <i>cfs</i>	Drywells Required <i>ea</i>	Drain Time <i>hr</i>
UG 1	57,222	0.1	5	32
UG 2	68,040	0.1	6	32
UG 3	36,358	0.1	3	34
UG 4	37,195	0.1	3	35

LEGEND

— — — — —

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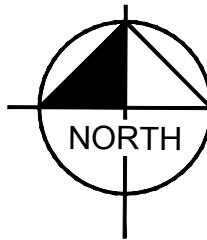


LEGEND

-
- | | |
|------------------------|---------------------|
| ————— | PROPERTY LINE |
| — · — · — | EASEMENT LINE |
| — > — · — · — | FLOW LINE |
| — · — · — | SAWCUT LINE |
| ————— HP ————— | PROPOSED HIGH POINT |
| ————— 74 ————— | PROPOSED CONTOUR |
| — · — · — 74 — · — · — | EXISTING CONTOUR |

KEY MAP

KEY MAP SCALE:
1"=400'



GRAPHIC SCALE IN FEET

0 30 60 120



Exhibit 6



PRELIMINARY DRAINAGE REPORT

FUZE 623
Avondale, Arizona

Prepared for:

Z-Modular
227 West Monroe Street
Suite 2600
Chicago, IL 60606

Prepared by:

Kimley-Horn and Associates, Inc.
1001 W Southern Ave, Suite 131
Mesa, Arizona 85210

Date: March 23, 2022

291588001
March 22
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Kimley»Horn

Preliminary Drainage Report

Prepared: March 2022

FUZE 623

City of Avondale, Arizona

Prepared for:

Z-Modular

227 West Monroe Street
Suite 2600
Chicago, IL 60606
(512) 845-6319

Prepared by:

Kimley-Horn and Associates, Inc.

1001 West Southern Avenue, Suite 131
Mesa, Arizona 85210
(480) 207-2667

291588001

© Kimley-Horn and Associates, Inc.
March, 2022

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1.2	PROJECT LOCATION.....	4
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1.4	SITE CONDITIONS	4
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1.6	FEMA FLOODPLAIN CLASSIFICATION.....	5
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1.0 INTRODUCTION

1.1 Project Description

This Final Drainage Report has been prepared for FUZE 623 with the purpose of supporting the proposed FUZE 623 commercial and multi-family development. The FUZE 623 development consists of 23 acres of vacant farmland. The proposed development will constitute three phases and ultimately consist of eleven buildings, open space, amenity areas, and associated onsite site improvements. The proposed development will also include designing the half street for 119th Avenue, Van Buren Street, and 117th Avenue, as well as the full street for Corporate Drive.

1.2 Project Location

FUZE 623 is located the Southeast Quarter of Section 1, Township 1 North, Range 1 West of the Gila Salt River Base and Meridian, Maricopa County, Arizona. The site is bound to the north and east by undeveloped vacant farmland, to the south by Van Buren Street, and west by a developed subdivision. See **Figure 1** for the Site Map.

1.3 Topography and Field Reconnaissance

Topographic survey information presented in this study has been obtained from Survey Innovation Group, dated 06/14/2021. All topographic information is based on the state plane coordinate system and North American Vertical Datum of 1988 (NAVD88).

Field visits have been made to the proposed FUZE 623 development project to observe existing conditions. The impacts of offsite drainage have been assessed both in the field and with the use of recent aerial photography.

1.4 Site Conditions

The project site for FUZE 623 is currently undeveloped land with portions being used for agricultural purposed. The site also includes an existing pathway along Van Buren Street. The terrain generally slopes from the northeast to the southeast.

Onsite runoff is generally conveyed as sheet flow from northeast to southwest across the site. The ultimate outfall occurs at the southwest corner of the FUZE 623 property, where runoff is discharged to the Agua Fria River.

1.5 Design Criteria

This drainage report establishes drainage parameters and criteria for site planning for the FUZE 623 development. This report also presents hydrologic analysis of the project drainage system based on proposed slopes, basin locations, and ultimate outfall locations.

All hydrologic and hydraulic design criteria presented in this report is in accordance with the City of Avondale General Engineering Requirements Manual (GERM), dated 2018. Where certain criteria are not specified in the GERM, design criteria will then default to the

Drainage Design Manual for Maricopa County, Arizona, Volume I, Hydrology and the Drainage Design Manual for Maricopa County, Arizona, Volume II, Hydraulics, dated August 15, 2013.

1.6 FEMA Floodplain Classification

The FUZE 623 development is included on Flood Insurance Rate Map Number 04013C2160M and 04013C2155M, revised September 18, 2020. Refer to **Appendix A** for the FIRMette.

The proposed development is located in Zone X. Zone X is defined as:

“Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and area protected by levees from 1% annual chance flood.”

FIRM information:

Community Number	Panel # Panel Date	Suffix	Date of FIRM (Index Date)	FIRM Zone	Base Flood Elevation (in AO Zone use Depth)
04013	2160	M	09/18/20	X	
04013	2155	M	09/18/20	X	

Figure 1: Site Map

\\EAV_Gwl\291588001 -- Avondale Z Modular\CADD\Exhibits\Avondale Z Modular - Overall Site Plan.dwg, Layout:EX1.01 Mar 23, 2022 -- 2:23pm Heather D.Roberts
 ADDRESS: x585001BM x585001BM OFF x585001BM OFF Clubhouse-Merble Falls, TX, AZ0-Central -- Floor Plan -- 1st--227-234-356-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1230-1231-1232-1233-1234-1235-1236-1237-1238-1239-1240-1241-1242-1243-1244-1245-1246-1247-1248-1249-1250-1251-1252-1253-1254-1255-1256-1257-1258-1259-1260-1261-1262-1263-1264-1265-1266-1267-1268-1269-1270-1271-1272-1273-1274-1275-1276-1277-12



PARKING DATA TABLE		
	REQUIRED	PROVIDED
GARDEN STYLE UNITS	635	639
MID-RISE APARTMENT	546	416 GARAGE +133 SURFACE (549 TOTAL)
CLUBHOUSE	25	25
TOTAL	1206	1213

ZMODULAR MULTI-FAMILY BUILDINGS - PICOMA LINE						
UNIT TYPE	PICOMA 4	L42	L48	L54	L66	WRAP
STUDIO	12	0	0	0	12	40
1 BEDROOM / 1 BATH	12	11	17	23	22	171
TYPE-A 1 BEDROOM / 1 BATH	0	1	1	1	2	0
2 BEDROOM / 2 BATH	11	23	23	23	28	95
TYPE-A 2 BEDROOM / 2 BATH	1	1	1	1	2	0
3 BEDROOM / 2 BATH	0	5	5	5	0	15
TYPE-A 3 BEDROOM / 3 BATH	0	1	1	1	0	0
TOTAL	36	42	48	54	66	321

NOTES

1. PROPOSED SURFACE STALLS ARE 9.5' X 20'. PROPOSED GARAGE STALLS ARE 9' X 18'. PARALLEL PARKING STALLS ARE 10' X 20'.

CITY OF AVONDALE SITE PLAN NOTES

1. ALL UTILITY LINES LESS THAN 6' KV SHALL BE UNDERGROUNDED WITH THE FIRST PHASE OF DEVELOPMENT.
2. ALL GROUND-MOUNTED EQUIPMENT SHALL BE SCREENED/CONCEALED FROM STREET VIEW.
3. PLANTS LOCATED WITHIN REQUIRED AASHTO SIGHT VISIBILITY TRIANGLES SHALL BE PRUNED REGULARLY TO PERMIT UNOBSTRUCTED VISION. PLANT MATERIALS SHALL BE MAINTAINED TO BE NO MORE THAN 2' (SHRUBS) OR TALLER THAN 2' BOTTOM OF THE CROWN (TREES).
4. FUTURE DEVELOPMENT PADS WITHIN MASTER PLANNED DEVELOPMENTS SHALL BE COVERED WITH A MINIMUM OF 2" THICK DECOMPOSED GRANITE FOR DUST CONTROL AT TIME OF DEVELOPMENT.
5. ALL DEVELOPMENTS SHALL BE MAINTAINED IN CONFORMANCE WITH THE APPROVED SITE PLAN AND LANDSCAPE PLAN. ANY CHANGES THERETO SHALL REQUIRE APPROVAL OF THE CITY OF AVONDALE. THIS PROJECT IS SUBJECT TO THE CURRENT AVONDALE GENERAL ENGINEERING REQUIREMENTS.
6. THIS PROJECT IS ALSO SUBJECT TO ALL CITY, STATE, FEDERAL, AND LOCAL REGULATIONS, ZONING ORDINANCE, GENERAL PLAN, AVONDALE STREET MASTER PLAN, AND ANY APPLICABLE SPECIFIC PLANS.



SITE PLAN CONSTRUCTION NOTES

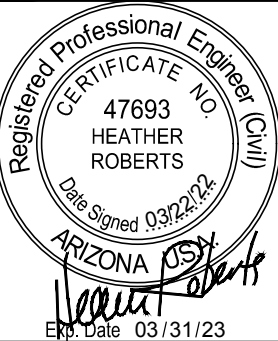
- 1 DRIVEWAY ENTRANCE
- 2 TURF AREA
- 3 AMENITIES
- 4 DECORATIVE PAVEMENT
- 5 SIDEWALK
- 6 FIRE HYDRANT (MAX 300' SPACING)
- 7 FIRE DEPT. TURNING RADII
- 8 PARKING STALL (9.5' X 20' & 9' X 18')
- 9 WATER METER
- 10 MAIN ACCESS, FULL MOVEMENT ENTRANCE
- 11 SECONDARY ACCESS, RIGHT IN/RIGHT OUT
- 12 PAVEMENT STRIPING
- 13 PARALLEL PARKING STALL (20' X 10')
- 14 LOADING SPACE (10' X 40')



Z Modular™
A DIVISION OF ZEKELMAN INDUSTRIES

FUZE 623
OVERALL SITE PLAN
AVONDALE, AZ

PROJECT No.
291588001
SCALE (H): 1"=100'
SCALE (V): ---
DRAWN BY: SSR/SJB
DESIGN BY: PAC
CHECK BY: HDR
DATE: 03/22/2022



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01 OF 02 SHEETS



2.0 OFFSITE HYDROLOGY

2.1 General Discussion

The offsite flow from the proposed half-streets will be conveyed through the use of catch basins and scuppers which will transfer the water into onsite retention basins and underground retention basins.

2.2 Existing Studies

There are no existing studies of the proposed development.

3.0 ONSITE HYDROLOGY

3.1 General Discussion

Onsite runoff generally flows south across the site. Following the development of FUZE 623, runoff will be conveyed in onsite retention basins and underground retention tanks through a series of catch basins, storm drain pipes, two-foot wide curb cuts, and scuppers.

Two large temporary retention basins will be placed at the southern portion of the development to capture offsite flow and half-street onsite flow. See **Appendix B** for onsite hydraulic calculations.

3.2 Methodology

A detailed hydrologic analysis has been performed for FUZE 623 and is in conformance with the methodologies and parameters included with the scope of this study. The 100-year, 2-hour storm event volume requirements were calculated for each sub-basin using the Rational Method. The 10-year and 100-year peak runoff was calculated for each sub-basin using the Rational Method. Normal depth calculations were performed to confirm that the 10-year runoff is contained within the curb limits and the 100-year runoff will be contained within the right-of-way. See **Appendix B** for onsite hydrology calculations.

Precipitation data was obtained from NOAA Atlas 14 for the project area.

Retention basins will be provided throughout the development to accommodate the 100-year, 2-hour storm event.

3.3 Storm Water Storage Requirements

Retention basins within FUZE 623 are designed to store the runoff generated from the 100-year, 2-hour storm event onsite. Required runoff volumes for the development are available in **Appendix B**.

The 100-year, 2-hour retention volume was calculated as follows:

$$V_r = C \times (P/12) \times A$$

Where:

V_r = Volume required (ac-ft)

C = Runoff coefficient)

P = NOAA-14 Precipitation Data (Use 2.25 inches)

A = Drainage area (acres)

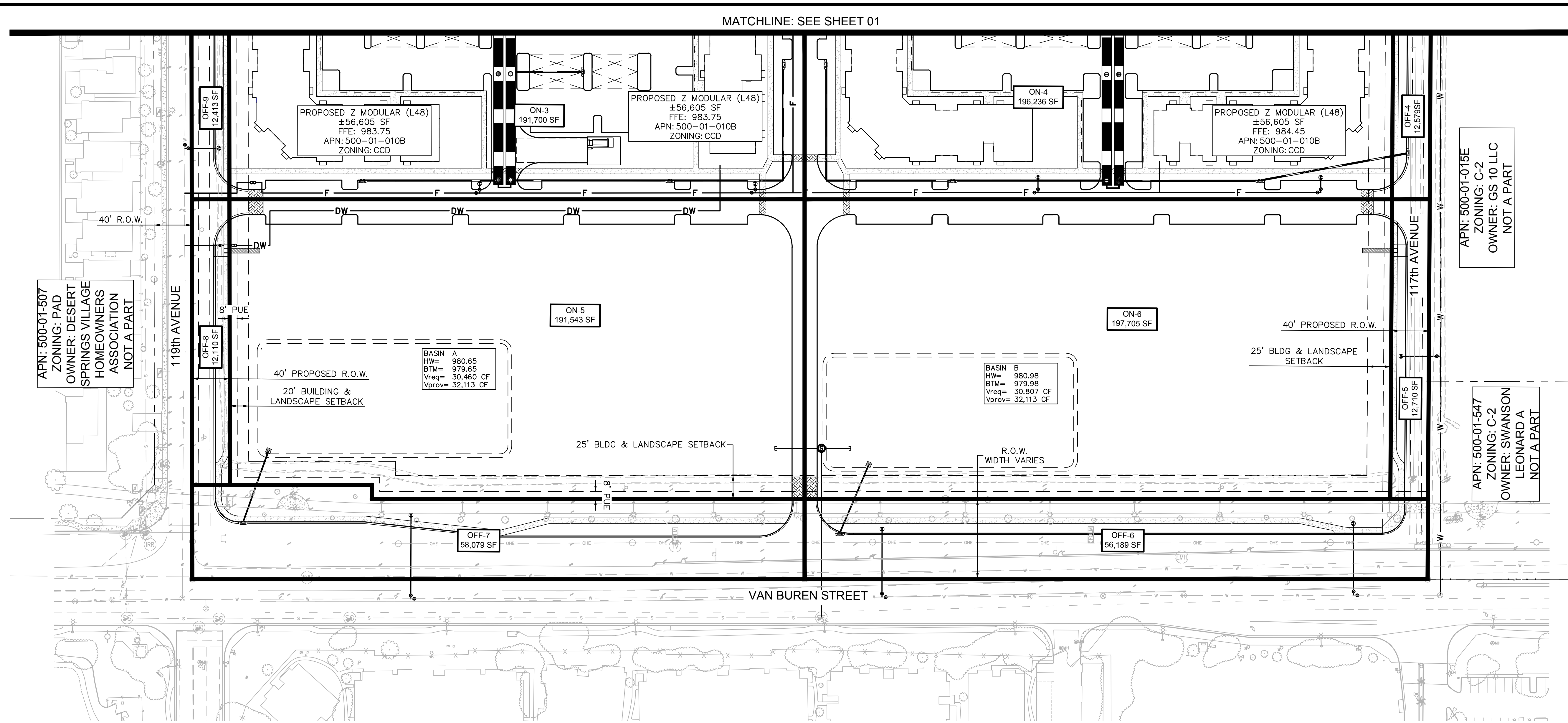
Retention basins have been designed to drain within 36 hours via percolation through drywells. Drywells will be used to drain the retention basins. See drywell calculations and detailed retention volume calculations provided in **Appendix B**.

3.4 404 Permit/Jurisdictional Washes

There are no 404 jurisdictional washes located within the project construction limits.

Figure 2: Proposed Drainage Conditions Exhibit

K:\EAV_Civil\291586001 - Avondale 2 Modular\CAD\Exhibits\Avondale 2 Modular - Drainage Exhibit.dwg, Layout: EX1.02 Mar 23, 2022 2:14pm Heather Roberts
XREFS: x586001B x586001W x586001V EXHIBIT_SHEETMAP x586001SD -PAUSE x586001BMOFF x586001UT Clubhouse-Morale Falls_X_A20-Central Floor Plan - 1st Floor
x586001T x586001C x586001A x586001S x586001D x586001E x586001F x586001G x586001H x586001I x586001J x586001K x586001L x586001M x586001N x586001O
OF AND W/PROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLE+HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLE+HORN AND ASSOCIATES, INC.



STORMWATER RETENTION CALCULATIONS

Overall Retention Summary								
Drainage Area	Land Use	Area [A]		Runoff Coefficient [C]	Precipitation Depth [P]	Required Storage (V _{REQ} = CPA/12)		Retention Basin
		sf	ac			cf	ac-ft	
OFF 1	Pavement	26,158	0.60	0.95	2.25	4,659	0.107	UG 1
OFF 2	Pavement	25,118	0.58	0.95	2.25	4,474	0.103	UG 2
OFF 3	Pavement	22,856	0.52	0.95	2.25	4,071	0.093	UG 2
OFF 4	Pavement	12,579	0.29	0.95	2.25	2,241	0.051	UG 4
OFF 5	Pavement	12,710	0.29	0.95	2.25	2,284	0.052	B
OFF 6	Pavement	56,189	1.29	0.95	2.25	10,009	0.230	B
OFF 7	Pavement	58,079	1.33	0.95	2.25	10,345	0.237	A
OFF 8	Pavement	12,110	0.28	0.95	2.25	2,157	0.050	A
OFF 9	Pavement	12,413	0.28	0.95	2.25	2,211	0.051	UG 3
OFF 10	Pavement	15,542	0.36	0.95	3.25	3,999	0.092	UG 1
ON 1	Pavement	272,639	6.26	0.95	2.25	48,564	1.115	UG 1
ON 2	Pavement	334,007	7.67	0.95	2.25	59,495	1.366	UG 2
ON 3	Pavement	191,700	4.40	0.95	2.25	34,147	0.784	UG 3
ON 4	Pavement	196,236	4.50	0.95	2.25	34,955	0.802	UG 4
ON 5	Landscaping	191,543	4.40	0.50	2.25	17,957	0.412	A
ON 6	Landscaping	197,705	4.54	0.50	2.25	18,535	0.426	B
OFF 11	Pavement	33,480	0.77	0.95	2.25	5,964	0.137	Temp 1
TOTAL	-	1,671,064	38.36	-	-	266,046	6.108	-

Basin	Land Use	Runoff Coefficient	Drainage Area (ft²)	Required Volume (ft³)	Provided Volume (ft³)	Surplus (ft³)
UG 1	Landscaping	0.50	0	0		
	Building	0.95	0	0		
	Pavement	0.95	314,339	57,222		
			314,339	57,222		
					57,413	191

Retention Basin	Required Volume	Diameter	Required Length	Provided Length	Provided Storage
	cf	ft	If	If CMP	cf
UG 1	57,222	10	729	731	57,413

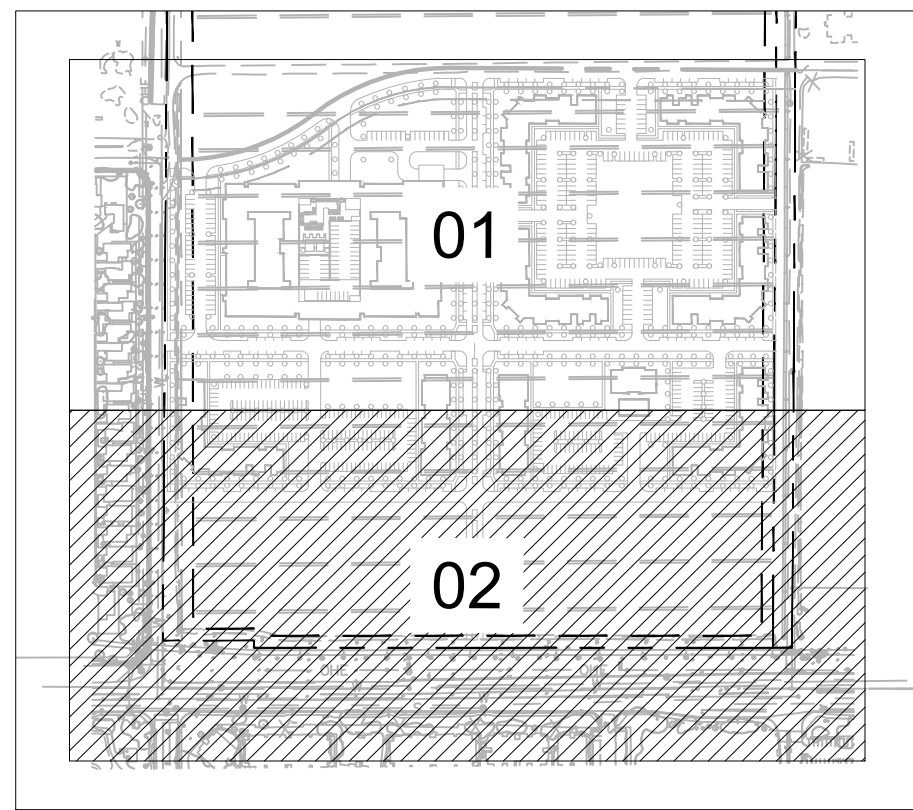
Basin	Land Use	Runoff Coefficient	Drainage Area (ft ²)	Required Volume (ft ³)	Provided Volume (ft ³)	Surplus (ft ³)
UG 2	Landscaping	0.50	0	0		
	Building	0.95	0	0		
	Pavement	0.95	381,981	68,040		
			381,981	68,040	68,173	132
Retention Basin	Required Volume	Diameter	Required Length	Provided Length	Provided Storage	
	cf	ft	lf	lf CMP	cf	
UG 2	68,040	10	867	868	68,173	
Basin	Land Use	Runoff Coefficient	Drainage Area (ft ²)	Required Volume (ft ³)	Provided Volume (ft ³)	Surplus (ft ³)
UG 3	Landscaping	0.50	0	0		
	Building	0.95	0	0		
	Pavement	0.95	204,113	36,358		
			204,113	36,358	36,914	556
Retention Basin	Required Volume	Diameter	Required Length	Provided Length	Provided Storage	
	cf	ft	lf	lf CMP	cf	
UG 3	36,358	10	463	470	36,914	
Basin	Land Use	Runoff Coefficient	Drainage Area (ft ²)	Required Volume (ft ³)	Provided Volume (ft ³)	Surplus (ft ³)
UG 4	Landscaping	0.50	0	0		
	Building	0.95	0	0		
	Pavement	0.95	208,815	37,195		
			208,815	37,195	37,385	190
Retention Basin	Required Volume	Diameter	Required Length	Provided Length	Provided Storage	
	cf	ft	lf	lf CMP	cf	
UG 4	37,195	10	474	476	37,385	

Basin	Land Use	Runoff Coefficient	Drainage Area (ft ²)	Required Volume (ft ³)	Provided Volume (ft ³)	Surplus (ft ³)
A	Landscaping	0.50	191,543	17,957		
	Building	0.95	0	0		
	Pavement	0.95	70,189	12,502		
			261,732	30,460	32,113	1,653

Basin	Land Use	Runoff Coefficient	Drainage Area (ft ²)	Required Volume (ft ³)	Provided Volume (ft ³)	Surplus (ft ³)
B	Landscaping	0.50	197,705	18,535		
	Building	0.95	0	0		
	Pavement	0.95	68,899	12,273		
			266,604	30,807	32,113	1,305

Drywell Summary				
Retention Basin	Volume <i>cf</i>	Percolation Rate <i>cfs</i>	Drywells Required <i>ea</i>	Drain Time <i>hr</i>
UG 1	57,222	0.1	5	32
UG 2	68,040	0.1	6	32
UG 3	36,358	0.1	3	34
UG 4	37,195	0.1	3	35

LEGEND

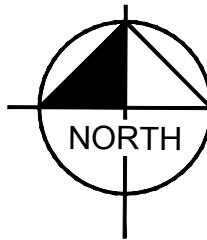


LEGEND

-
- | | |
|------------------------|---------------------|
| ————— | PROPERTY LINE |
| — · — · — | EASEMENT LINE |
| — > — · — · — | FLOW LINE |
| — · — · — | SAWCUT LINE |
| ————— HP ————— | PROPOSED HIGH POINT |
| ————— 74 ————— | PROPOSED CONTOUR |
| — · — · — 74 — · — · — | EXISTING CONTOUR |

KEY MAP

KEY MAP SCALE:
1"=400'



GRAPHIC SCALE IN FEET

0 30 60 120



4.0 PROPOSED DRAINAGE/CONVEYANCE SYSTEMS

4.1 General Discussion

All onsite development has been designed to drain via surface flow to proposed catch basins, scuppers, and curb cuts into underground retention tanks and retention basins. These underground retention tanks and retention basins have been sized to accommodate the volume generated from the 100-yr, 2-hour storm event.

4.2 Street Design Methodology, Parameters and Results

In general, offsite half-street flow is conveyed within the proposed roadways to onsite retention basins and underground retention tanks. No onsite runoff is discharged to offsite facilities or adjacent properties.

Street cross sections consists primarily of 6" vertical curb and gutter to properly convey design flows within the limits of the development. The streets and curbs are designed to carry runoff from the 100-year storm between curbs. When street capacities are exceeded, excess flow is removed from the road through catch basins into retention basins. Adjacent finished floor elevations will be maintained above the 100-year storm, in accordance with Section 2.10 of the GERM.

4.3 Storm Drain Design Methodology, Parameters and Results

Several short segments of storm drain convey the 10-yr runoff from the streets to retention basins. To ensure storm drains function when the retention basins are full during the 100-year peak storm events a proposed 2-ft tail water depth shall be used at all storm drain outlets.

4.4 Riprap Protection

Storm drain outlet riprap protection is to be provided at all outlets leading to an onsite retention basin to mediate and direct flow.

4.5 Finished Floor Elevations

The following criteria will be utilized to establish the minimum finished floor elevations throughout the FUZE 623 development:

- Finished Floors shall be a minimum of 6-inches above high curb or 14-inches above the low curb of the lot, whichever is greater.
- Finished floors shall be 1 foot above the adjacent 100-year water surface elevation of all channels/retention basins.
- All lots will be graded to drain to the street at the front of each lot.

5.0 EROSION/SEDIMENT TRANSPORT ANALYSIS

5.1 Erosion/Sediment Transport Analysis

Prior to construction of the development, a Storm Water Pollution Prevention Plan will be required.

5.2 Stormwater Pollution Prevention Plan (SWPPP)

Storm Water Pollution Prevention Plans will not be prepared for this submittal.

6.0 CONCLUSION

This Final Drainage Report provides the drainage design methods and requirements for FUZE 623. Maricopa County requires the retention of onsite runoff resulting from the 100-year, 2-hour rainfall event. Future changes to the basic data, criteria, or standards presented in this report may require modifications to the recommendations and proposed drainage conditions contained herein.

- 1) Per City of Avondale requirements, storm water retention will be provided onsite for the 100-year, 2-hour storm event.
- 2) Finished floors shall be 1 foot above the adjacent 100-year water surface elevation of all channels or retention basins.

7.0 REFERENCES

City of Avondale, *General Engineering Requirements Manual*, 2018.

Federal Emergency Management Agency, *Flood Insurance Rate Map of Maricopa County, Arizona and Incorporated Areas*. Map Number 04013C2165M. Revised November 5, 2015.

Flood Control District of Maricopa County, *Drainage Design Manual for Maricopa County, Hydrology (Hydrology Manual)*, August 15, 2013.

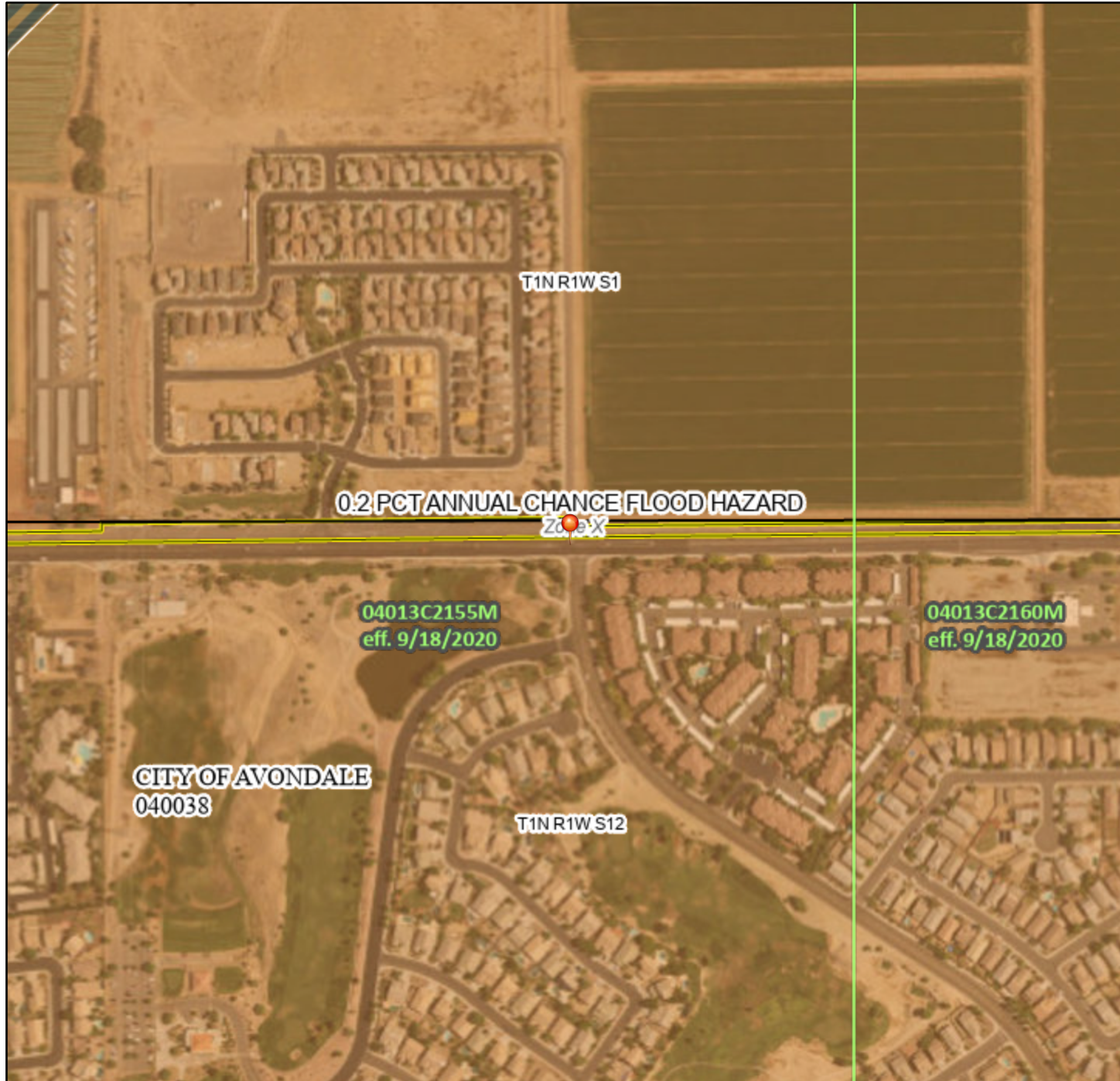
Flood Control District of Maricopa County, *Drainage Design Manual for Maricopa County, Hydraulics (Hydraulics Manual)*, August 15, 2013.

Appendix A – Flood Insurance Rate Map (FIRM)

National Flood Hazard Layer FIRMette



112°19'13"W 33°27'13"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/16/2021 at 2:21 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Appendix B – Hydrologic Calculations

Z Modular - Avondale
Stormwater Retention Calculations
3/22/22

Overall Retention Summary

Drainage Area	Land Use	Area [A]		Runoff Coefficient [C]	Precipitation Depth [P]	Required Storage (V _{REQ} = CPA/12)		Retention Basin
		sf	ac			cf	ac-ft	
OFF 1	Pavement	26,158	0.60	0.95	2.25	4,659	0.107	UG 1
OFF 2	Pavement	25,118	0.58	0.95	2.25	4,474	0.103	UG 2
OFF 3	Pavement	22,856	0.52	0.95	2.25	4,071	0.093	UG 2
OFF 4	Pavement	12,579	0.29	0.95	2.25	2,241	0.051	UG 4
OFF 5	Pavement	12,710	0.29	0.95	2.25	2,264	0.052	B
OFF 6	Pavement	56,189	1.29	0.95	2.25	10,009	0.230	B
OFF 7	Pavement	58,079	1.33	0.95	2.25	10,345	0.237	A
OFF 8	Pavement	12,110	0.28	0.95	2.25	2,157	0.050	A
OFF 9	Pavement	12,413	0.28	0.95	2.25	2,211	0.051	UG 3
OFF 10	Pavement	15,542	0.36	0.95	3.25	3,999	0.092	UG 1
ON 1	Pavement	272,639	6.26	0.95	2.25	48,564	1.115	UG 1
ON 2	Pavement	334,007	7.67	0.95	2.25	59,495	1.366	UG 2
ON 3	Pavement	191,700	4.40	0.95	2.25	34,147	0.784	UG 3
ON 4	Pavement	196,236	4.50	0.95	2.25	34,955	0.802	UG 4
ON 5	Landscaping	191,543	4.40	0.50	2.25	17,957	0.412	A
ON 6	Landscaping	197,705	4.54	0.50	2.25	18,535	0.426	B
OFF 11	Pavement	33,480	0.77	0.95	2.25	5,964	0.137	Temp 1
TOTAL	-	1,671,064	38.36	-	-	266,046	6.108	-

Basin	Land Use	Runoff Coefficient	Drainage Area (ft ²)	Required Volume (ft ³)	Provided Volume (ft ³)	Surplus (ft ³)
UG 1	Landscaping	0.50	0	0		
	Building	0.95	0	0		
	Pavement	0.95	314,339	57,222		
			314,339	57,222	57,413	191

Underground Retention Summary

Retention Basin	Required Volume	Diameter	Required Length	Provided Length	Provided Storage
	cf	ft	If	If CMP	cf
UG 1	57,222	10	729	731	57,413

Basin	Land Use	Runoff Coefficient	Drainage Area (ft ²)	Required Volume (ft ³)	Provided Volume (ft ³)	Surplus (ft ³)
UG 2	Landscaping	0.50	0	0		
	Building	0.95	0	0		
	Pavement	0.95	381,981	68,040		
			381,981	68,040	68,173	132

Underground Retention Summary

Retention Basin	Required Volume	Diameter	Required Length	Provided Length	Provided Storage
	cf	ft	If	If CMP	cf
UG 2	68,040	10	867	868	68,173

Z Modular - Avondale
Stormwater Retention Calculations
3/22/22

Basin	Land Use	Runoff Coefficient	Drainage Area (ft ²)	Required Volume (ft ³)	Provided Volume (ft ³)	Surplus (ft ³)
UG 3	Landscaping	0.50	0	0		
	Building	0.95	0	0		
	Pavement	0.95	204,113	36,358		
			204,113	36,358	36,914	556

Underground Retention Summary					
Retention Basin	Required Volume	Diameter	Required Length	Provided Length	Provided Storage
	cf	ft	lf	lf CMP	cf
UG 3	36,358	10	463	470	36,914

Basin	Land Use	Runoff Coefficient	Drainage Area (ft ²)	Required Volume (ft ³)	Provided Volume (ft ³)	Surplus (ft ³)
UG 4	Landscaping	0.50	0	0		
	Building	0.95	0	0		
	Pavement	0.95	208,815	37,195		
			208,815	37,195	37,385	190

Underground Retention Summary					
Retention Basin	Required Volume	Diameter	Required Length	Provided Length	Provided Storage
	cf	ft	lf	lf CMP	cf
UG 4	37,195	10	474	476	37,385

Basin	Land Use	Runoff Coefficient	Drainage Area (ft ²)	Required Volume (ft ³)	Provided Volume (ft ³)	Surplus (ft ³)
A	Landscaping	0.50	191,543	17,957		
	Building	0.95	0	0		
	Pavement	0.95	70,189	12,502		
			261,732	30,460	32,113	1,653

Basin	Land Use	Runoff Coefficient	Drainage Area (ft ²)	Required Volume (ft ³)	Provided Volume (ft ³)	Surplus (ft ³)
B	Landscaping	0.50	197,705	18,535		
	Building	0.95	0	0		
	Pavement	0.95	68,899	12,273		
			266,604	30,807	32,113	1,305

Drywell Summary				
Retention Basin	Volume	Percolation Rate	Drywells Required	Drain Time
	cf	cfs	ea	hr
UG 1	57,222	0.1	5	32
UG 2	68,040	0.1	6	32
UG 3	36,358	0.1	3	34
UG 4	37,195	0.1	3	35

Surface Basin Provided Volume Calculations

A

Elevation [SE]	Total Storage Area [ft ²]	Total Storage Area [acre]	Average Area [acre]	Δ Elev [ft]	Vol [ac-ft]	Σ Vol [SV] [ac-ft]
[ft]						
0	33,626	0.772	0.74	1.0	0.74	0
1	30,599	0.702				0.74
2						0.74
3						0.74

32112.5

B

Elevation [SE]	Total Storage Area [ft ²]	Total Storage Area [acre]	Average Area [acre]	Δ Elev [ft]	Vol [ac-ft]	Σ Vol [SV] [ac-ft]
[ft]						
0	33,626	0.772	0.74	1.0	0.74	0
1	30,599	0.702				0.74
2						0.74
3						0.74

32112.5

Temp 1

Elevation [SE]	Total Storage Area [ft ²]	Total Storage Area [acre]	Average Area [acre]	Δ Elev [ft]	Vol [ac-ft]	Σ Vol [SV] [ac-ft]
[ft]						
0	7,132	0.164	0.15	1.0	0.15	0
1	5,845	0.134				0.15
2						0.15
3						0.15

6488.5

Landscape Legend

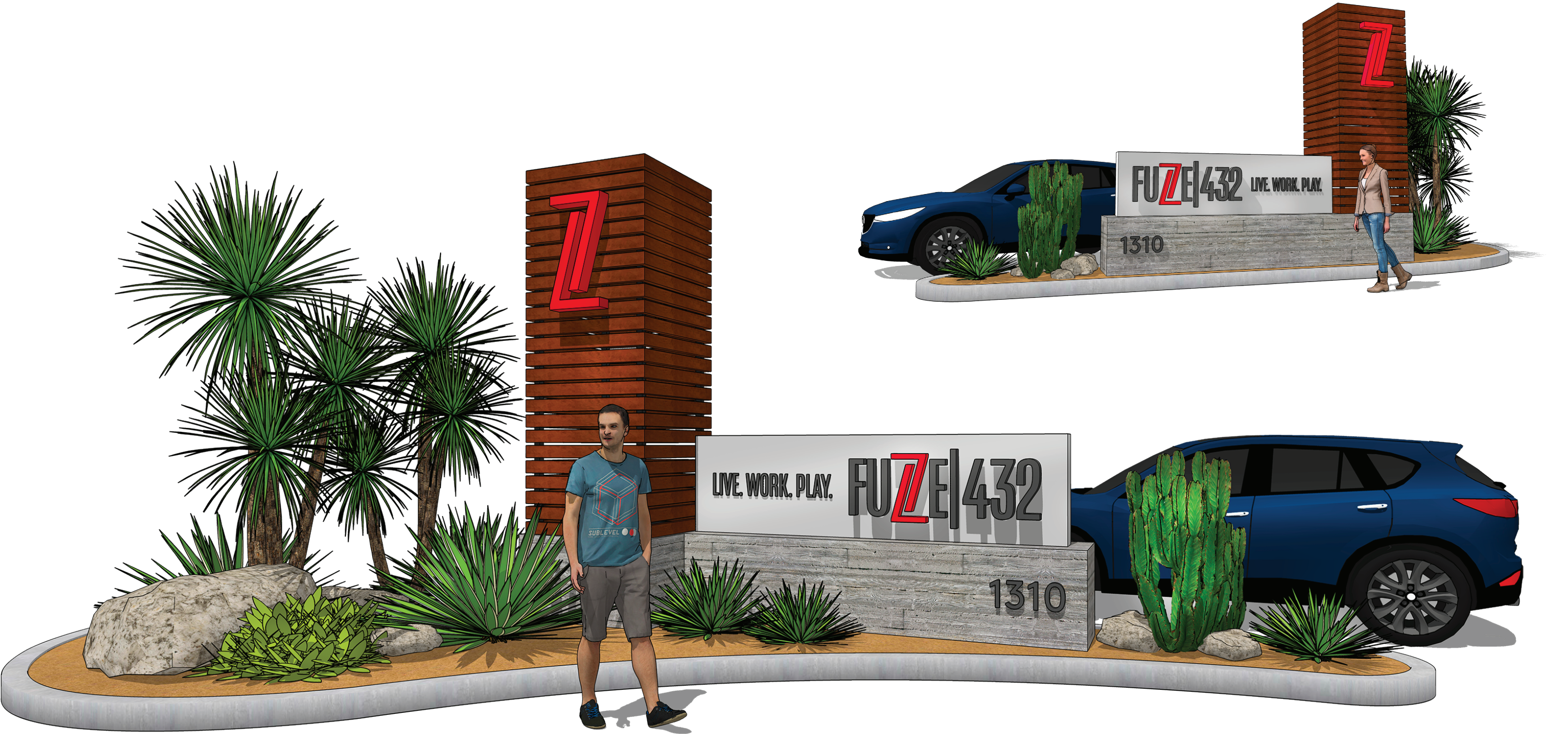
- ① Mid-Rise Apartment Building
- ② Garden Style Apartment Building
- ③ Open Lawn
- ④ Dog Park
- ⑤ Boccie Ball Courts
- ⑥ Movie Lawn
- ⑦ PicNc Shaded Structure
- ⑧ Rooftop Pool Deck
- ⑨ Clubhouse Pool
- ⑩ Landscape Courtyard
- ⑪ Detention Pond

Sign Location Legend

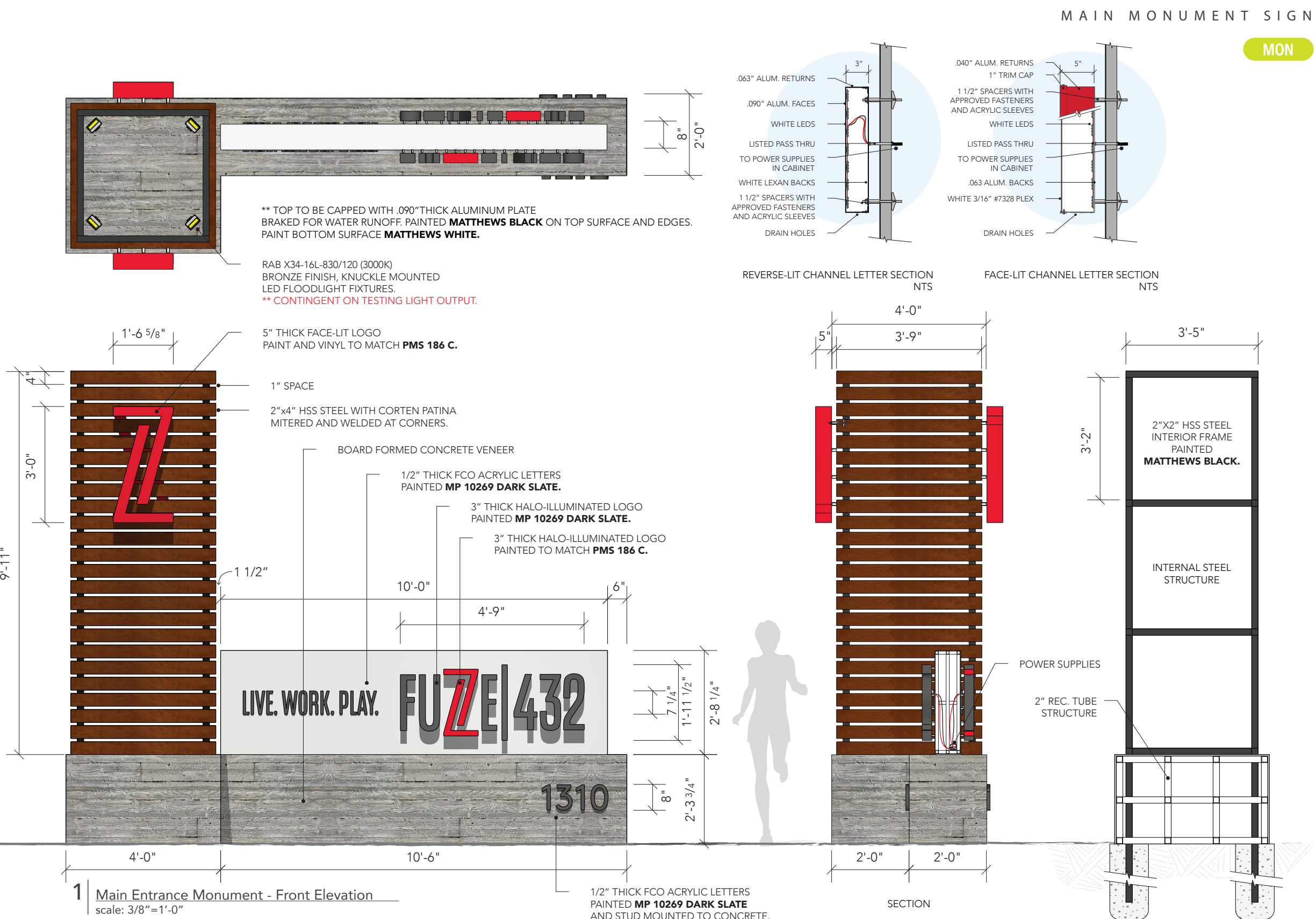
- Monument Sign (Large)
- Monument Sign (Pedestal)
- Way-finding Signage



An updated sign location map shall be included with the Site Plan & Design Review application



- FABRICATE AND INSTALL ONE (1) DOUBLE SIDED MONUMENT SIGN.
- FABRICATED ALUMINUM SIGN CABINET WITH .090" THICK ALUMINUM CLADDING OVER REC. TUBE FRAME, PAINTED TO MATCH **SW 9624 WINSOME GREY**.
 - "FUZE|432"** - 3" THICK REVERSE-LIT CHANNEL LETTERS INTERNALLY ILLUMINATED WITH WHITE LED'S FOR HALO ILLUMINATION. FACES AND RETURNS PAINTED TO MATCH **MP 10269 DARK SLATE & PMS 186 C.** LETTERS TO BE INDIVIDUALLY MOUNTED WITH 1 1/2" SPACERS TO PANEL SURFACE OF MONUMENT SIGN.
 - "LIVE. WORK. PLAY."** - 1/2" THICK FCO ACRYLIC LETTERS STUD MOUNTED FLUSH TO CABINET AND PAINTED **MP 10269 DARK SLATE**.
 - "Z"** - 5" THICK FACE-LIT CHANNEL LETTERS INTERNALLY ILLUMINATED WITH WHITE LED'S. TRANSLUCENT VINYL ON FACES TO MATCH **PMS 186 C** AND RETURNS PAINTED TO MATCH **PMS 186 C.** LOGO MOUNTED WITH 1.5" SPACERS TO HSS STEEL.
 - TOWER** - 2"x4" HSS STEEL TUBE WITH NATURAL CORTEN PATINA MITERED AND WELDED AT CORNERS TO THE INTERNAL STRUCTURE.
 - RAB X34 - 1600LM - 3000K, BRONZE FINISH, KNUCKLE MOUNTED LED FLOODLIGHT FIXTURES** - MOUNTED AT THE BOTTOM IN ALL FOUR CORNERS, POINTING UP TO "FLOOD" THE INTERIOR WITH LIGHT. TOP CAP WILL HELP TO CONTAIN AND BOUNCE THE LIGHT.
 - TOWER INTERNAL STRUCTURE** - 2" HSS REC. TUBE STRUCTURE DIRECT BURIED INTO CONCRETE AND PAINTED **MATTHEWS BLACK**.
 - ELECTRICAL REQUIREMENT: 120V (INSTALLED AT SIGN LOCATION BY OTHERS).





10212 METRIC BLVD.
AUSTIN, TEXAS 78758
800-327-1104 / 512-494-0002
fsgi.com

FUZE 432
Midland, TX

Start Date: 12/10/2020
Last Revision: 08/09/2021
Job# 92J11534
Dwg. # 92J11534 A2V1S1

Designer: Shawn Wright
Sales Rep: Bruce Moore

CLIENT APPROVAL: I have reviewed and approved the sign details on this drawing for fabrication and installation.
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UL INSTALLATION REQUIREMENTS
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

3.0

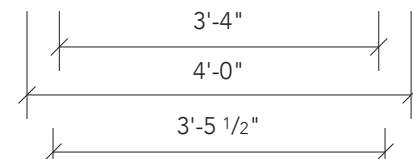
FABRICATE AND INSTALL ONE (1) DOUBLE SIDED MONUMENT SIGN.

- **"Z"** - 3" THICK FACE-LIT CHANNEL LETTERS INTERNALLY ILLUMINATED WITH WHITE LED'S. TRANSLUCENT VINYL ON FACES TO MATCH **PMS 186 C** AND RETURNS PAINTED TO MATCH **PMS 186 C**.
- LOGO MOUNTED WITH 1.5" SPACERS TO HSS STEEL.
- **"FUZE|432"** - 3" THICK REVERSE-LIT CHANNEL LETTERS INTERNALLY ILLUMINATED WITH WHITE LED'S FOR HALO ILLUMINATION. FACES AND RETURNS PAINTED TO MATCH **MP 10269 DARK SLATE & PMS 186 C**.
- LETTERS TO BE INDIVIDUALLY MOUNTED WITH 1" SPACERS TO SURFACE OF 1/4" THICK ALUM. PANEL. PANEL PAINTED **SW 9624 WINSOME GREY**.
- **"LIVE. WORK. PLAY."** - 3" TALL 1/2" THICK FCO ACRYLIC LETTERS PAINTED **MP 10269 DARK SLATE** AND MOUNTED FLUSH TO PANEL.
- **TOWER** - 2"x4" HSS STEEL TUBE WITH NATURAL CORTEN PATINA MITERED AND WELDED AT CORNERS TO THE INTERNAL STRUCTURE.
- **RAB X34 - 1600LM - 3000K, BRONZE FINISH, KNUCKLE MOUNTED LED FLOODLIGHT FIXTURES** - MOUNTED AT THE BOTTOM IN ALL FOUR CORNERS, POINTING UP TO "FLOOD" THE INTERIOR WITH LIGHT. TOP CAP WILL HELP TO CONTAIN AND BOUNCE THE LIGHT.
- **TOWER INTERNAL STRUCTURE** - 2" HSS REC. TUBE STRUCTURE DIRECT BURIED INTO CONCRETE AND PAINTED **MATTHEWS BLACK**.
- ELECTRICAL REQUIREMENT: 120V (INSTALLED AT SIGN LOCATION BY OTHERS).



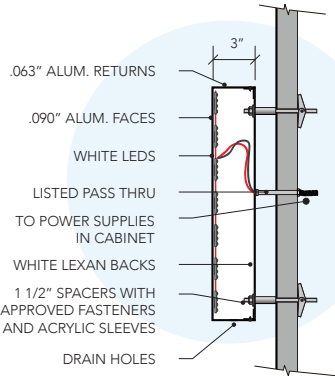
** TOP TO BE CAPPED WITH .090"THICK ALUMINUM PLATE BRAKED FOR WATER RUNOFF. PAINTED **MATTHEWS BLACK** ON TOP SURFACE AND EDGES. PAINT BOTTOM SURFACE **MATTHEWS WHITE**.

RAB X34-16L-830/120 (3000K) BRONZE FINISH, KNUCKLE MOUNTED LED FLOODLIGHT FIXTURES.
** CONTINGENT ON TESTING LIGHT OUTPUT.

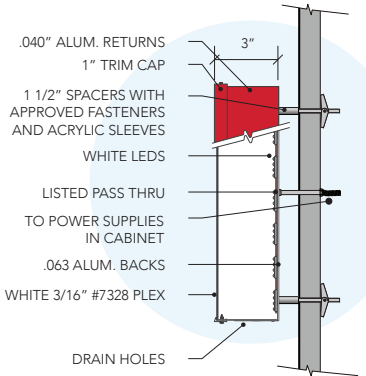


- 1" SPACE
- 2"x4" HSS STEEL WITH CORTEN PATINA MITERED AND WELDED AT CORNERS.
- 3" THICK HALO-ILLUMINATED LOGO PAINTED TO MATCH **PMS 186 C & MP 10269 DARK SLATE**.
- 1/4" THICK ALUM. PANEL MOUNTED FLUSH TO STEEL AND PAINTED TO MATCH **SW 9624 WINSOME GREY**.
- 3 1/2" TALL 1/2" THICK FCO ACRYLIC LETTERS APPLIED TO BACK PLATE WITH VHB TAPE AND SILICONE AS NEEDED FOR SUPPORT. PAINTED **MP 10269 DARK SLATE**.
- 3" THICK FACE-LIT LOGO PAINT AND VINYL TO MATCH **PMS 186 C**.

BOARD FORMED CONCRETE VENEER



REVERSE-LIT CHANNEL LETTER SECTION NTS

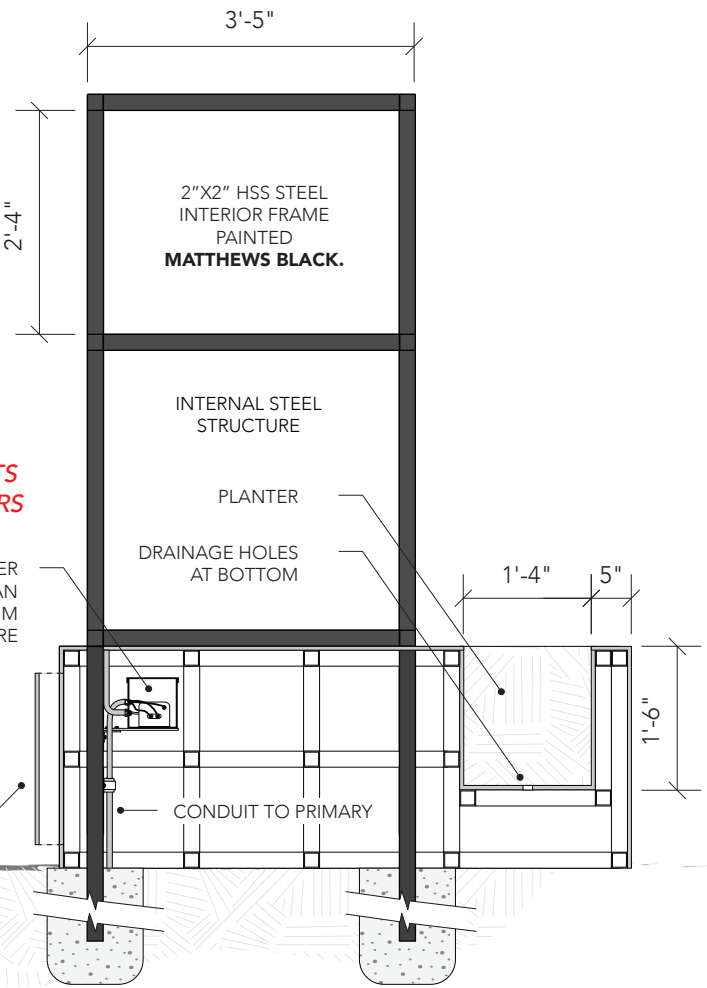


FACE-LIT CHANNEL LETTER SECTION NTS



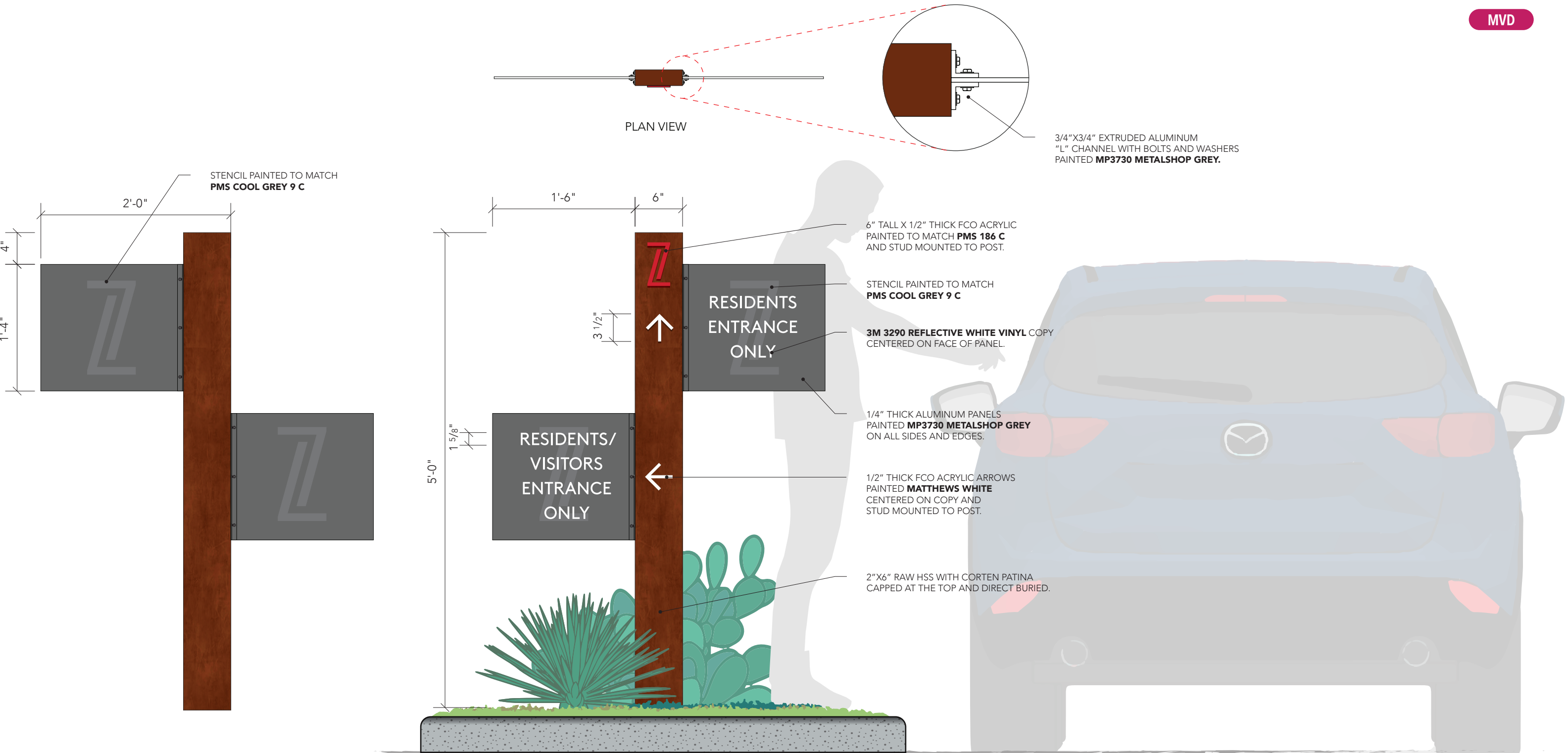
** PLANTS BY OTHERS

LED POWER SUPPLY IN AN ALUMINUM ENCLOSURE



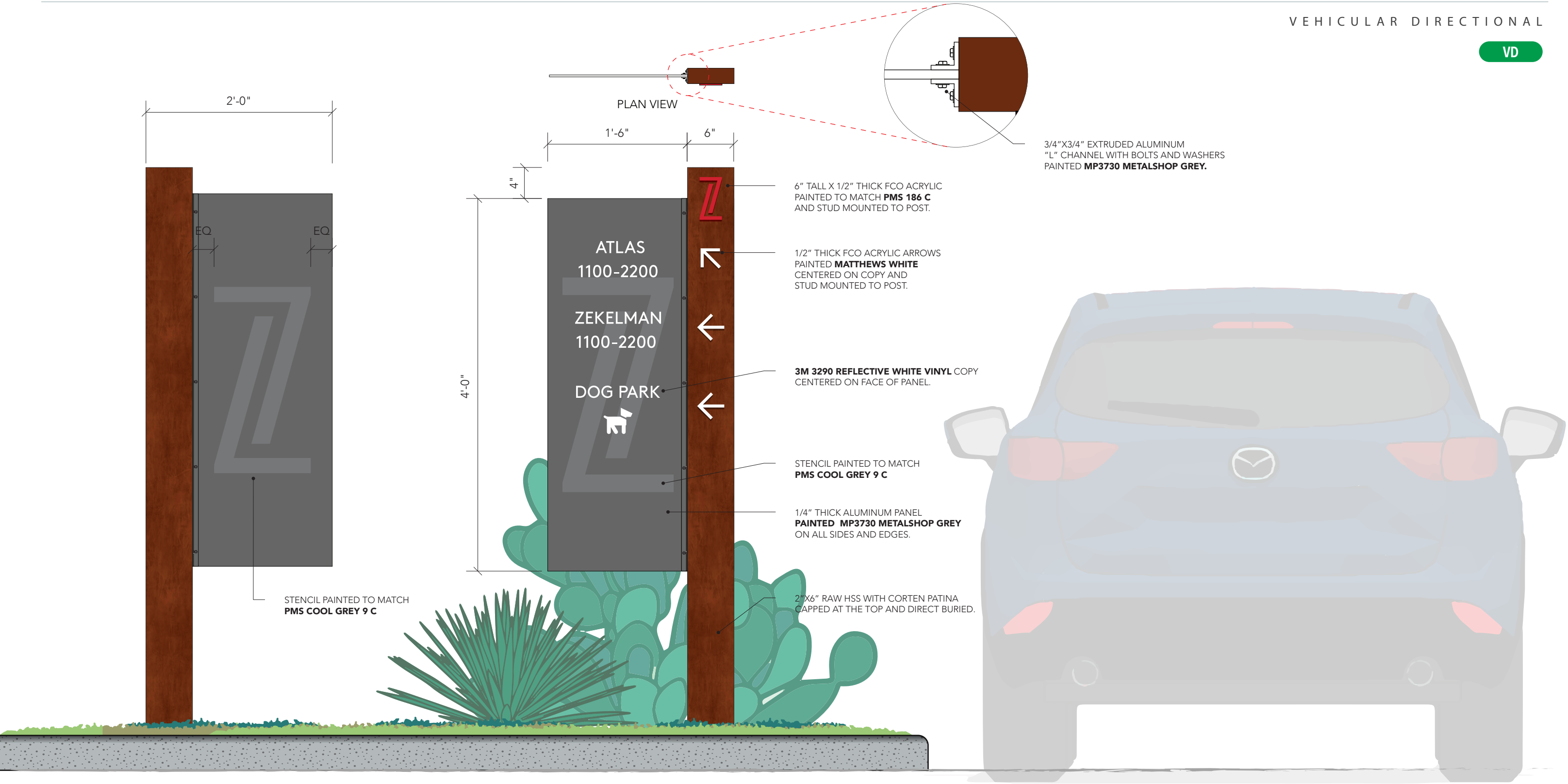
1 Main Entrance Monument - Front Elevation
scale: 1/2"=1'-0"

ACCESS PANEL FOR MAINTENANCE



REAR ELEVATION

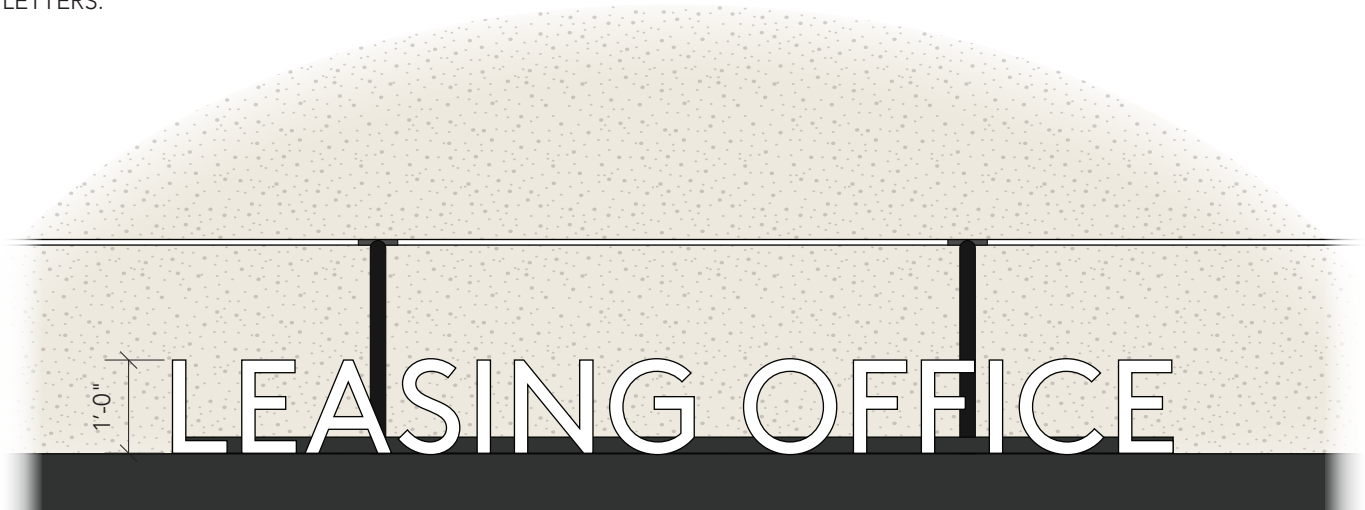
1 Main Entrance Vehicular Directional - Elevation
scale: 1"=1'-0"



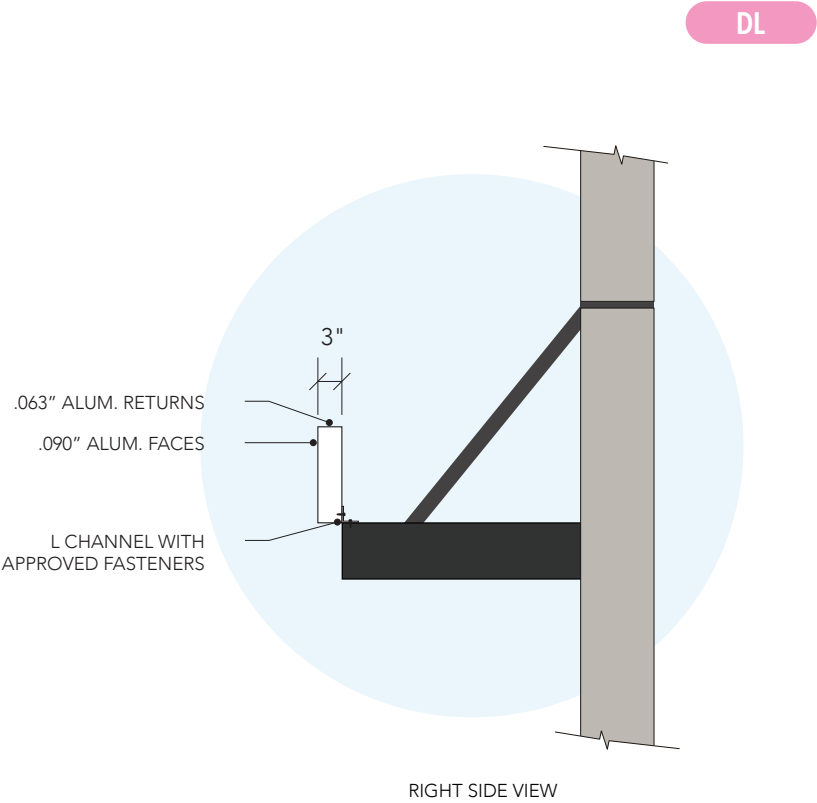
1 Vehicular Directional - Elevation
scale: 1"=1'-0"

FABRICATE AND INSTALL (1) SET OF CANOPY MOUNTED DIMENSIONAL LETTERS.

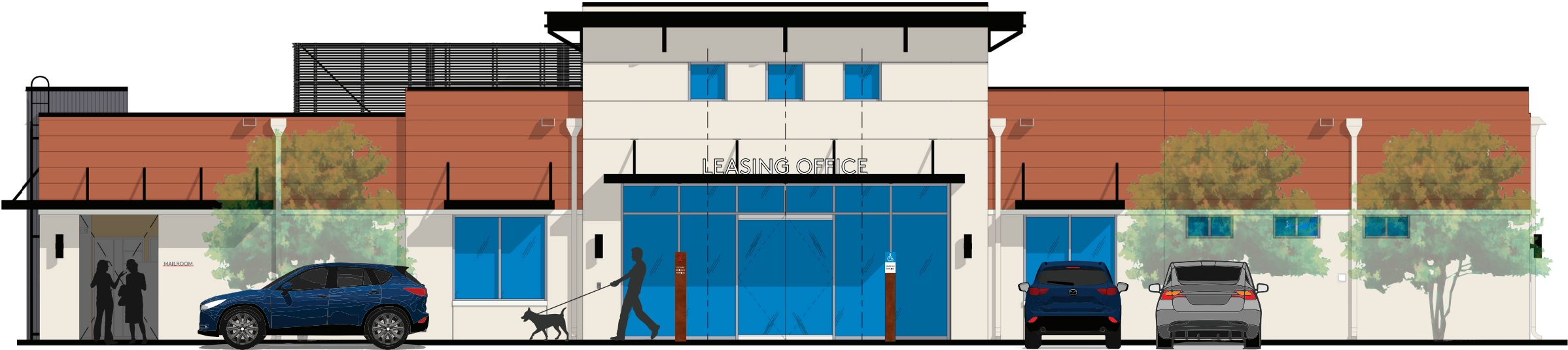
- "LEASING OFFICE"
- 3" DEEP NON-ILLUMINATED CHANNEL LETTERS PAINTED MATTHEWS WHITE ON FACES AND RETURNS.
- LETTERS TO BE INDIVIDUALLY MOUNTED TO 2" SQUARE TUBE 2" FROM FACE OF CANOPY.
- SQUARE TUBING PAINTED TO MATCH CANOPY.



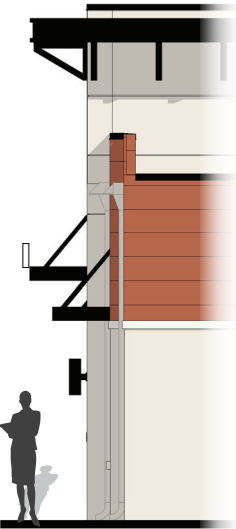
1 | Dimensional Letters (Canopy Mounted) - Elevation
scale: 1/2"=1'-0"



RIGHT SIDE VIEW



2 | Dimensional Letters (Canopy Mounted) - Elevation
scale: 1/8"=1'-0"



RIGHT SIDE VIEW



10212 METRIC BLVD.
AUSTIN, TEXAS 78758
800-327-1104 / 512-494-0002
fsgi.com

FUZE 432
Midland, TX

Start Date: 12/10/2020
Last Revision: 08/09/2021
Job# 92J11534
Dwg. # 92J11534 CV1S1

Designer: Shawn Wright
Sales Rep: Bruce Moore

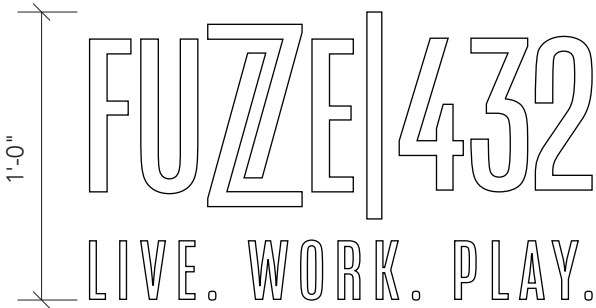
CLIENT APPROVAL: I have reviewed and approved the sign details on this drawing for fabrication and installation.
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UL INSTALLATION REQUIREMENTS
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

7.0

**WHITE VINYL APPLIED TO THE SECOND SURFACE.

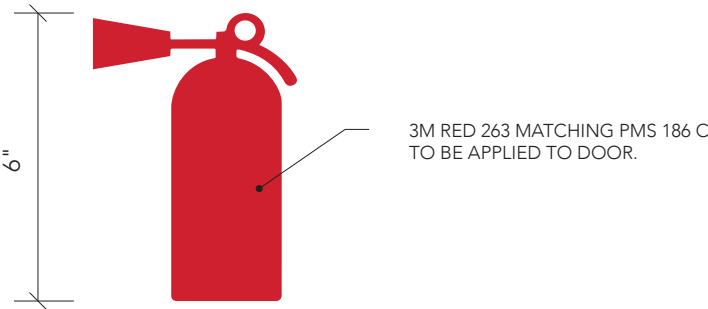


2" OFFICE HOURS:
9AM -6PM

972.616.9507

1 Vinyl Graphics - Elevation
scale: 1 1/2"=1'-0"

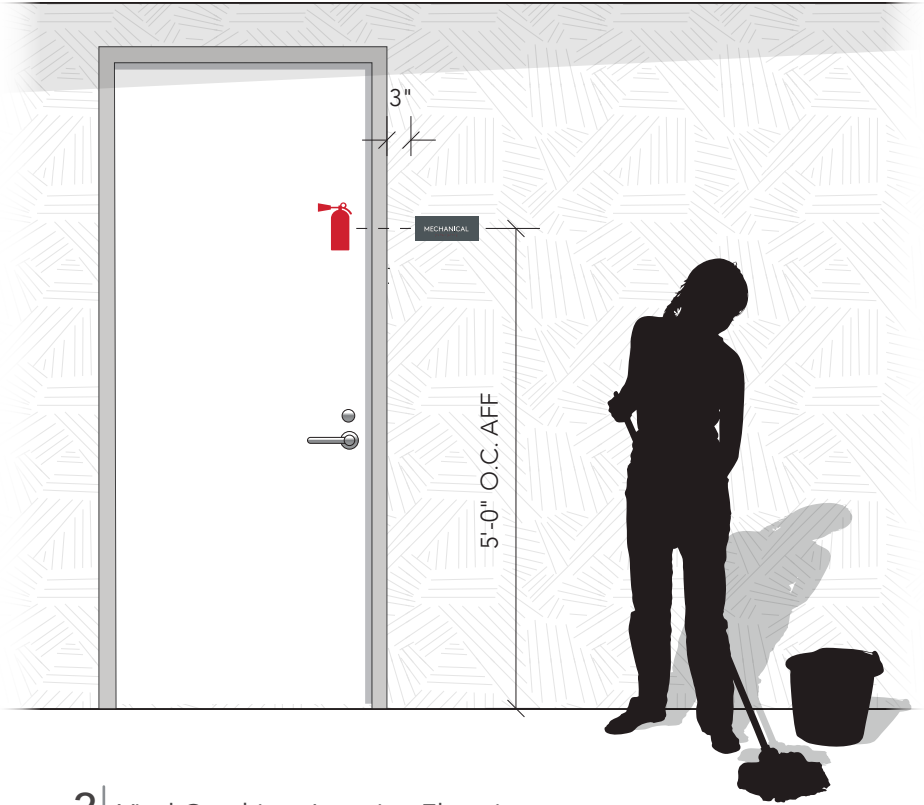
THESE DOORS ARE TO REMAIN
UNLOCKED DURING BUSINESS HOURS.



1 Vinyl Graphics - Elevation
scale: 3"=1'-0"



2 Vinyl Graphics - Location Elevation
scale: 1/4"=1'-0"



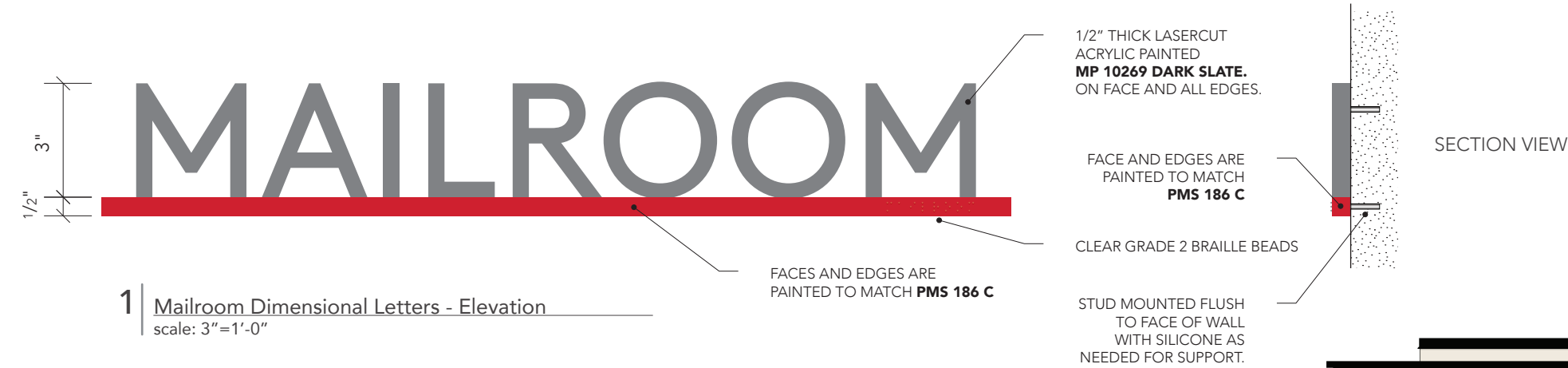
2 Vinyl Graphics - Location Elevation
scale: 1/2"=1'-0"

MRS

FABRICATE AND INSTALL (1) SET OF BUILDING MOUNTED
DIMENSIONAL LETTERS.

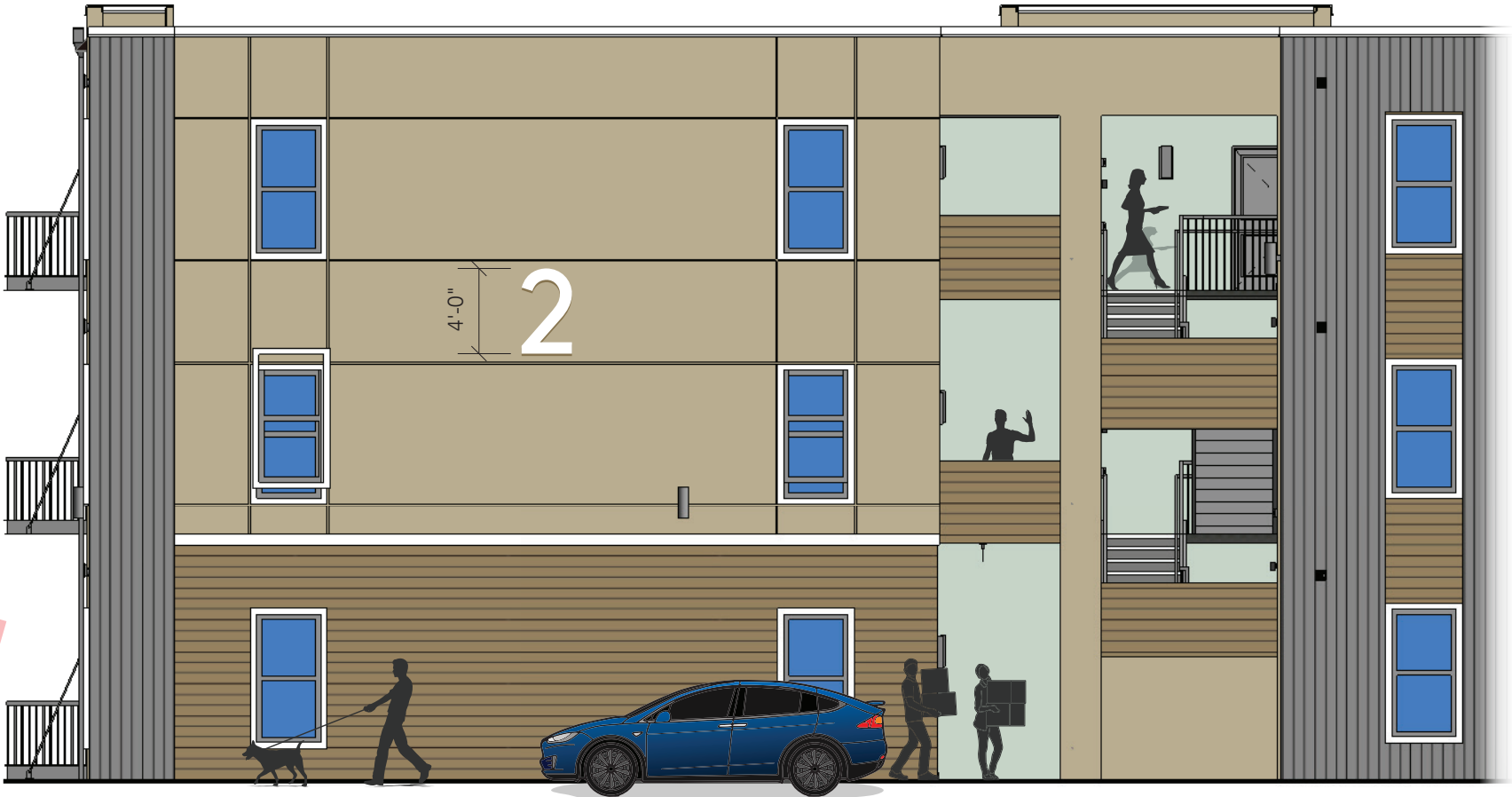
- "MAILROOM"
- 1/2" THICK LASERCUT ACRYLIC LETTERS PAINTED TO
MATCH **MP 10269 DARK SLATE AND PMS 186 C** ON FACE
AND ALL EDGES.
- SIGN TO BE MOUNTED FLUSH TO FACE OF WALL WITH
SILICONE AS NEEDED FOR SUPPORT.

**** LASERCUT AS ONE PIECE**

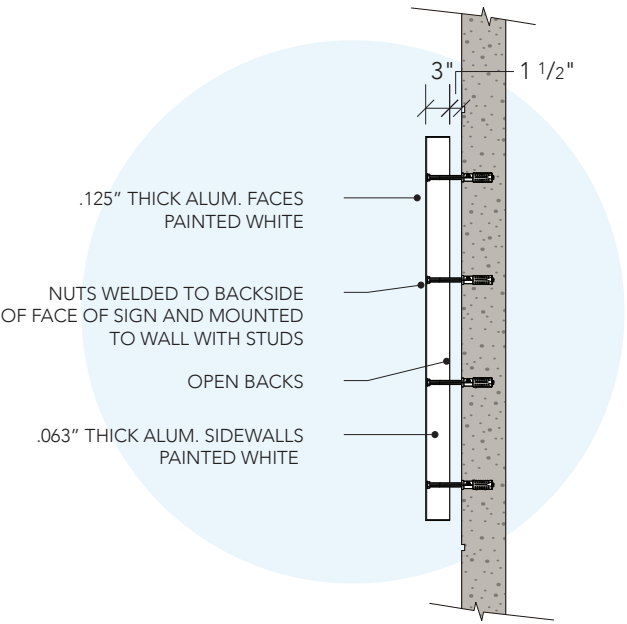


FABRICATE AND INSTALL BUILDING MOUNTED DIMENSIONAL LETTERS.

- "2"
- 3" DEEP NON-ILLUMINATED PAN SIGN WITH OPEN BACKS PAINTED MATTHEWS WHITE ON FACES AND RETURNS.
- .125" THICK ALUM. FACES AND .063" THICK ALUM. SIDEWALLS.
- NUTS TO BE WELDED TO THE BACKSIDE OF THE FACE OF SIGN AND MOUNTED TO WALL WITH STUDS.



1 Building ID Signs - Location Elevation
scale: 1/8"=1'-0"



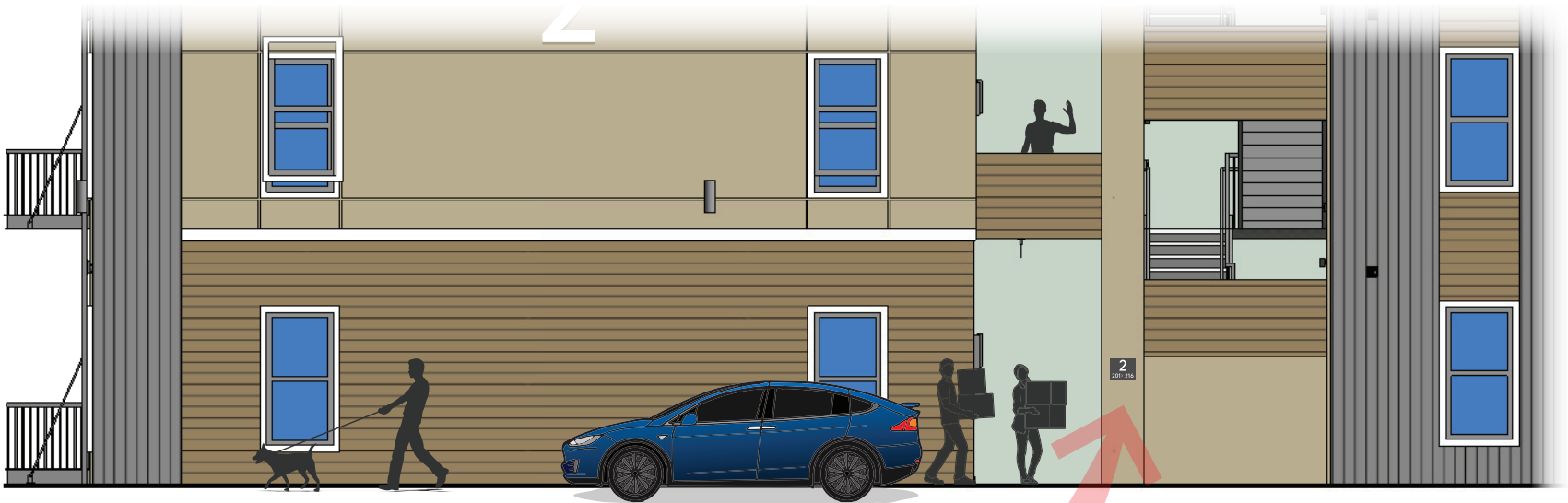
2 Building ID Signs - Section
scale: 1/2"=1'-0"



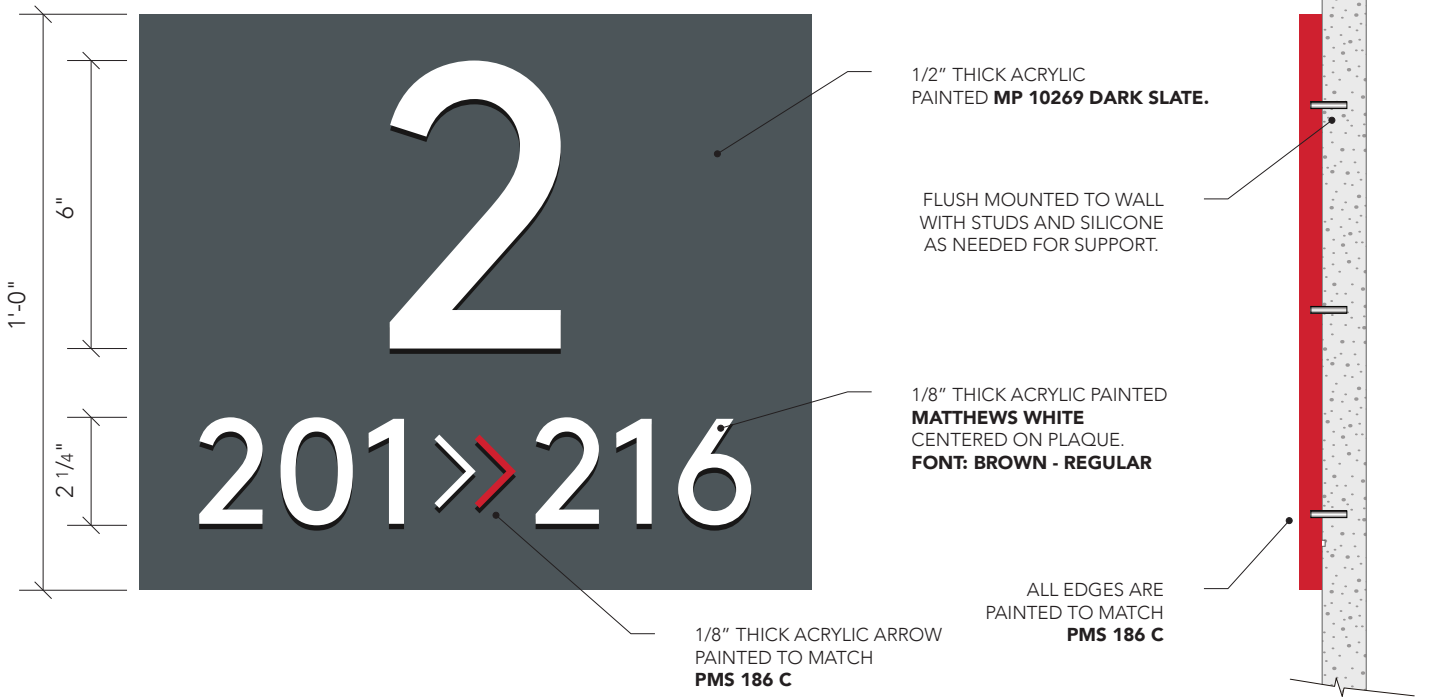
3 Building ID Signs - Overall Location Elevation
scale: 1/16"=1'-0"

FABRICATE AND INSTALL BUILDING MOUNTED
EXTERIOR UNIT ID SIGNS

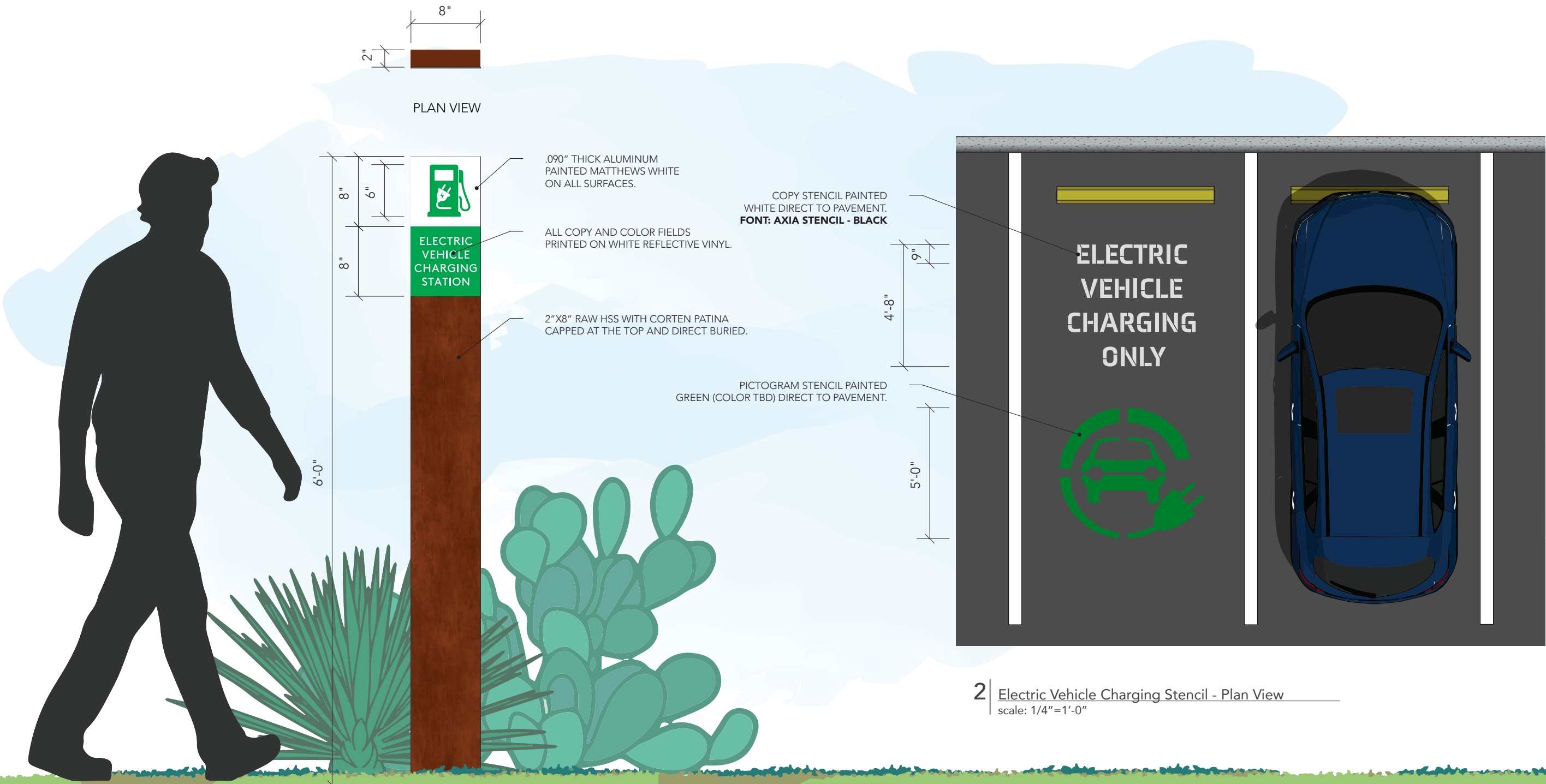
- 1/2" THICK ACRYLIC PAINTED **MP 10269**
DARK SLATE AND FLUSH MOUNTED TO FACE
OF EXTERIOR WALL WITH STUDS AND
SILICONE AS NEEDED FOR SUPPORT.
- ALL LETTERING TO BE 1/8" THICK ACRYLIC
PAINTED **MATTHEWS WHITE** AND **PMS 186 C**
ARROWS.
- ALL EDGES PAINTED TO **MATCH PMS 186C**.



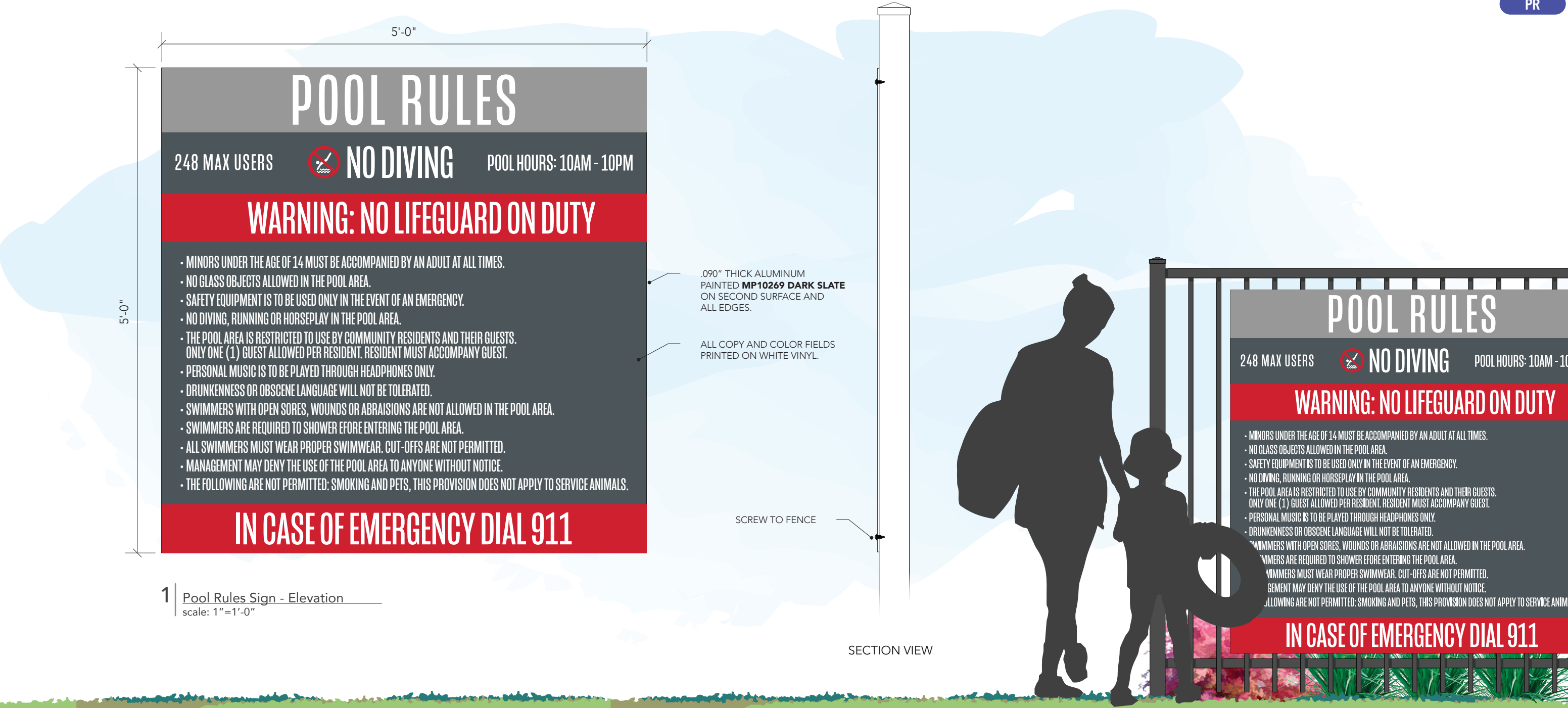
2 Building ID Signs - Location Elevation
scale: 1/8"=1'-0"



1 Exterior Unit ID - Elevation
scale: 3"=1'-0"



1 | Electric Vehicle Charging Sign - Elevation
scale: 1"=1'-0"

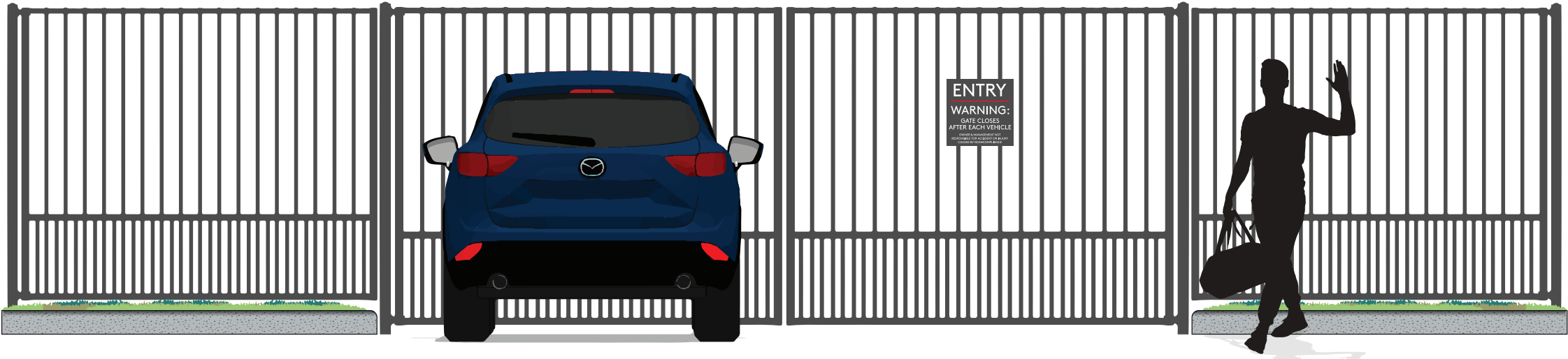




2 | Spa Rules Sign - Location Elevation
scale: 3/4"=1'-0"

FABRICATE AND INSTALL FIVE (5) GATE MOUNTED SIGNS

- .090" THICK ALUMINUM PAINTED TO MATCH **MP 10269 DARK SLATE** ON FACE AND ALL EDGES.
- WHITE VINYL COPY TO BE **3M 3290 REFLECTIVE WHITE VINYL**.
- RED BAR VINYL TO MATCH **PMS 186 C**.
- SIGN TO BE SCREW MOUNTED TO GATE AS NEEDED FOR SUPPORT.

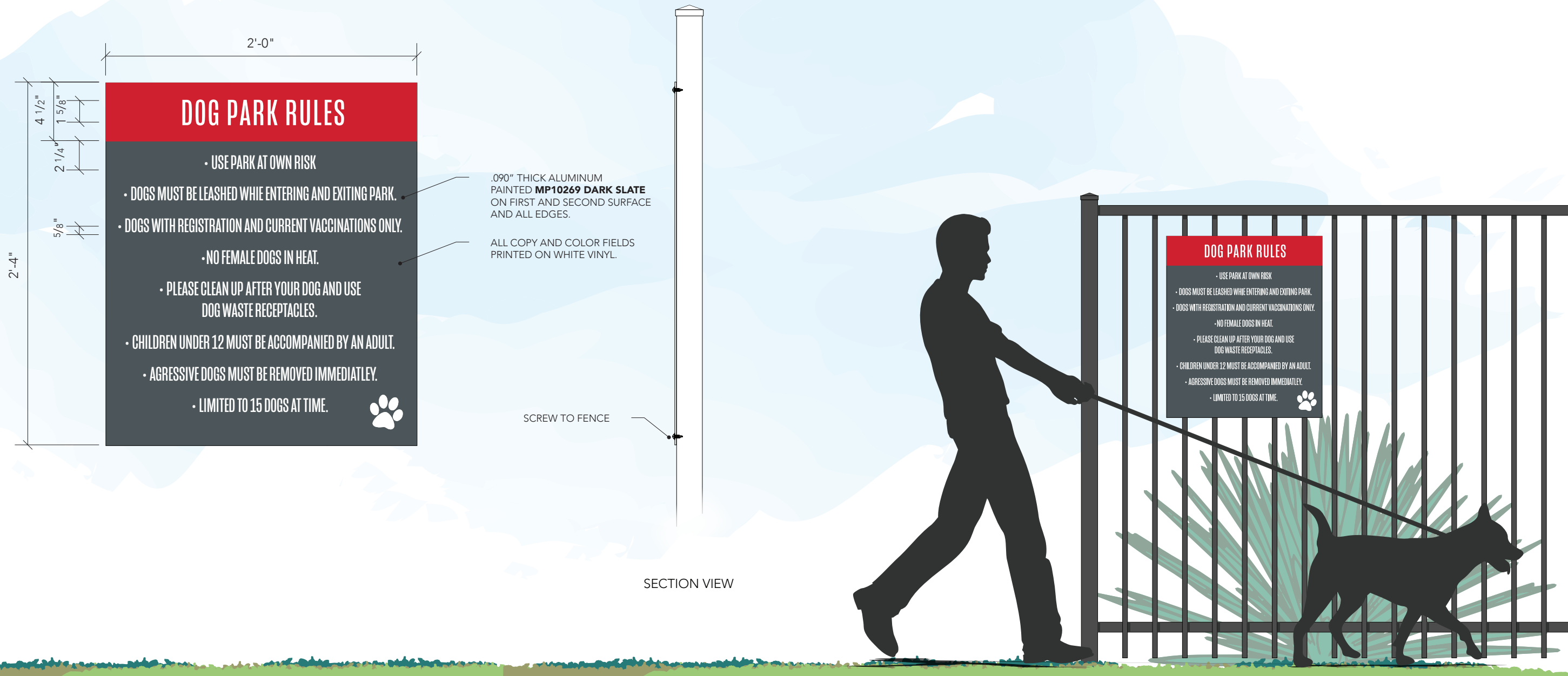


GMS

1 | Gate Mounted Sign - Elevation Location
scale: 3/8"=1'-0"

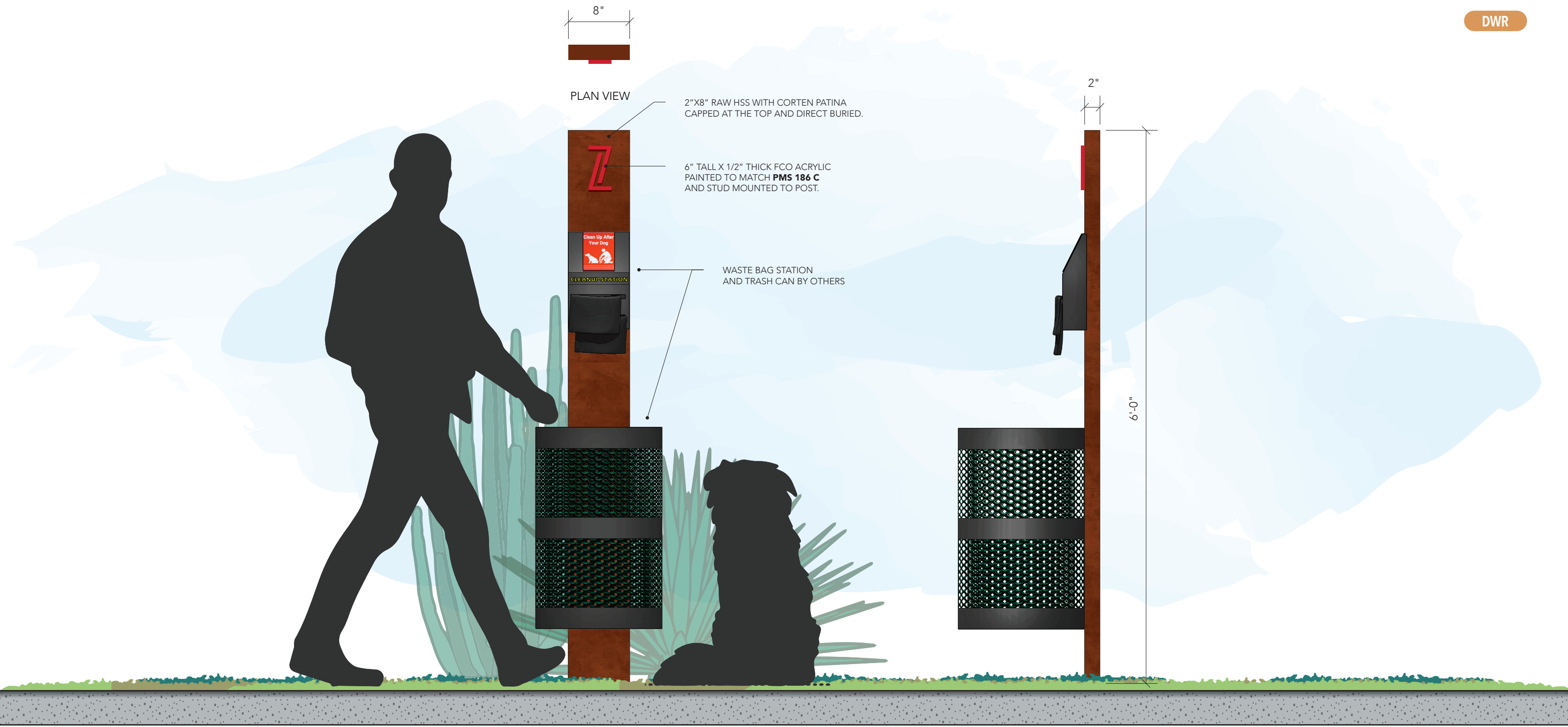


2 | Gate Mounted Sign - Elevation
scale: 3"=1'-0"



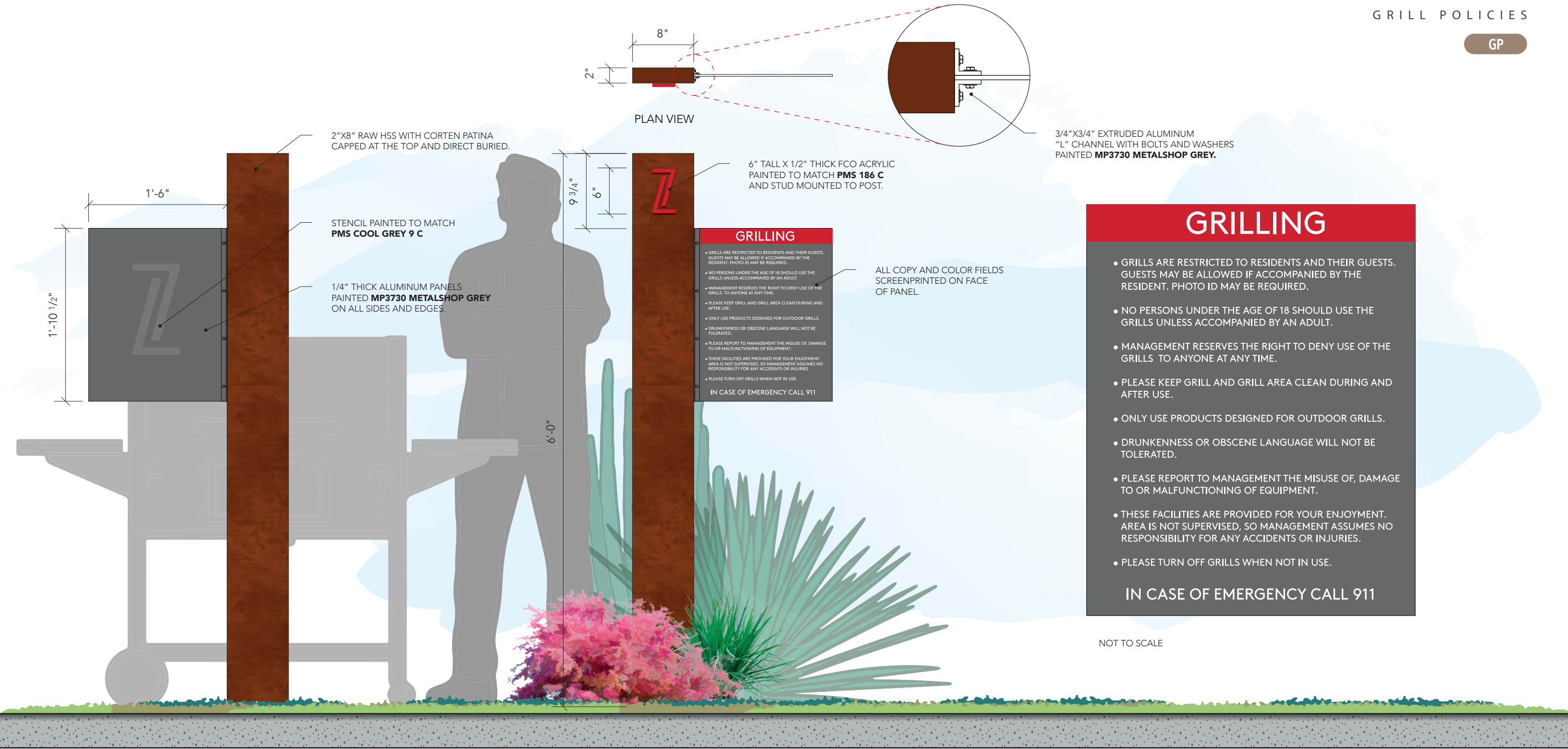
1 Dog Park Rules Sign - Elevation
scale: 1 1/2"=1'-0"

2 Dog Park Rules Sign - Location Elevation
scale: 3/4"=1'-0"



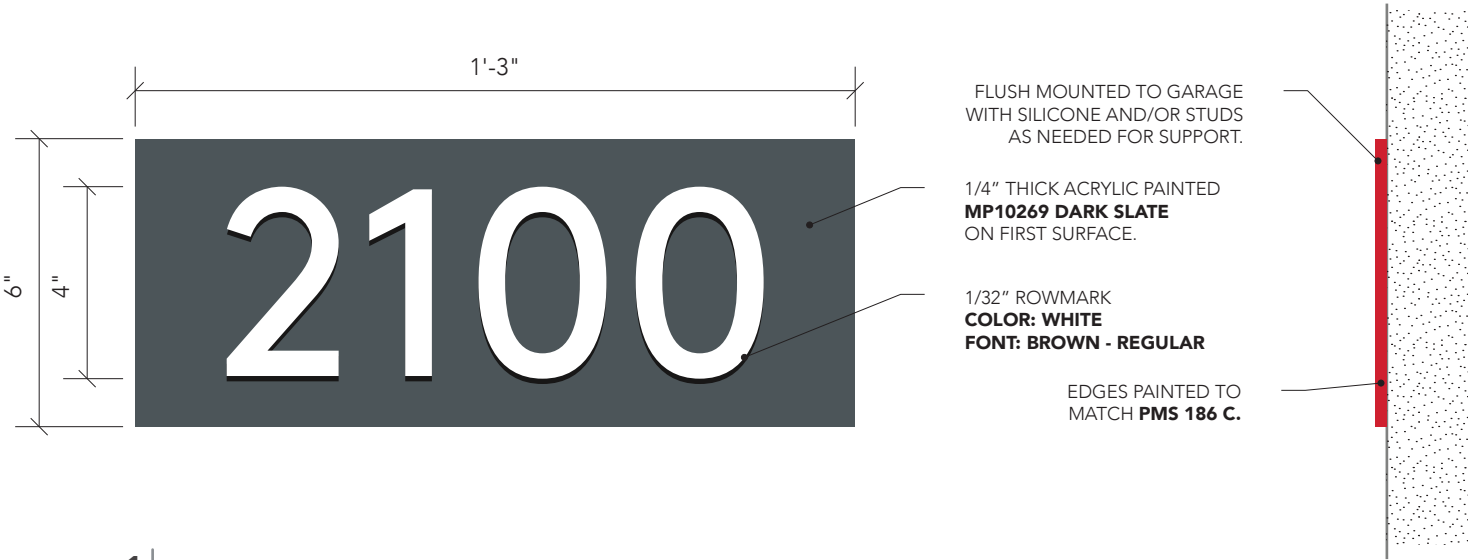
1 Dog Waste Receptacle Sign - Elevation
scale: 1"=1'-0"

RIGHT SIDE ELEVATION



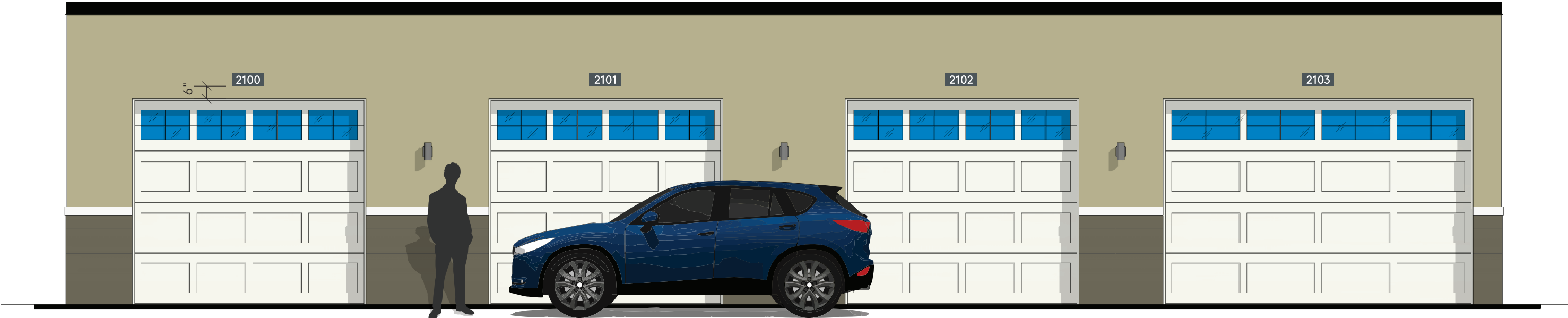
REAR ELEVATION

1 Grill Policies - Elevation
scale: 1"=1'-0"

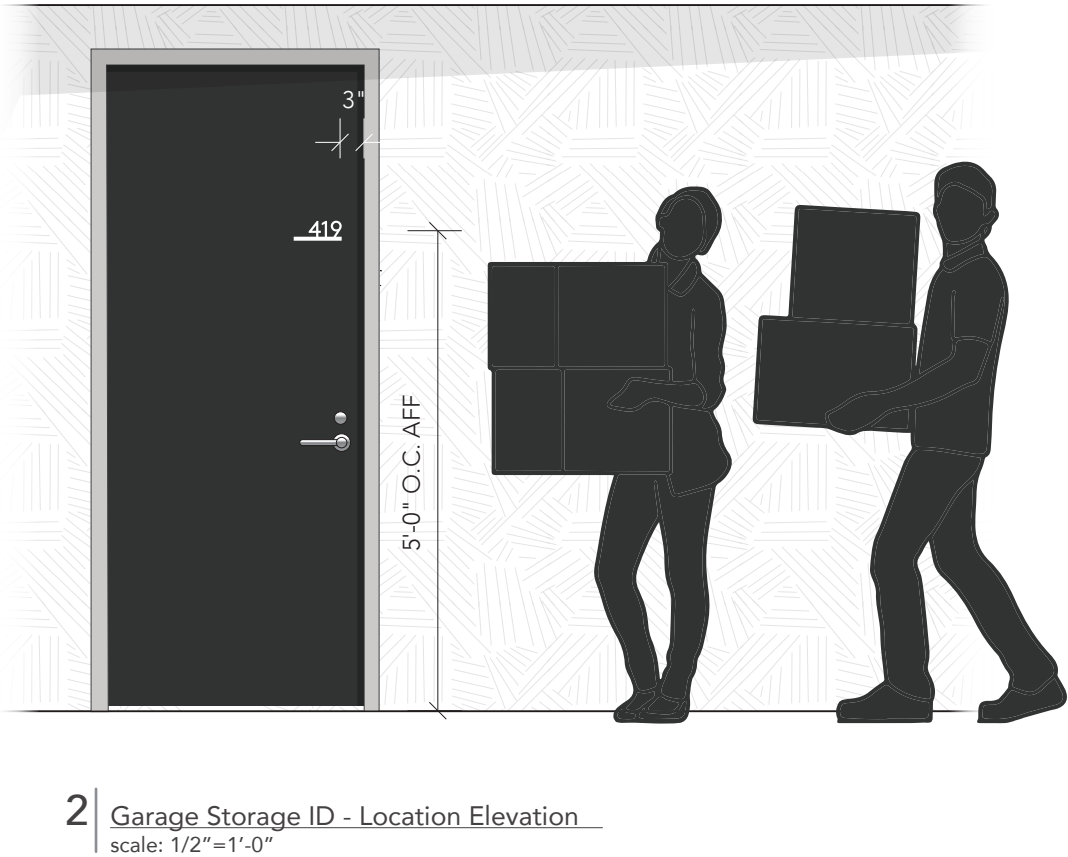
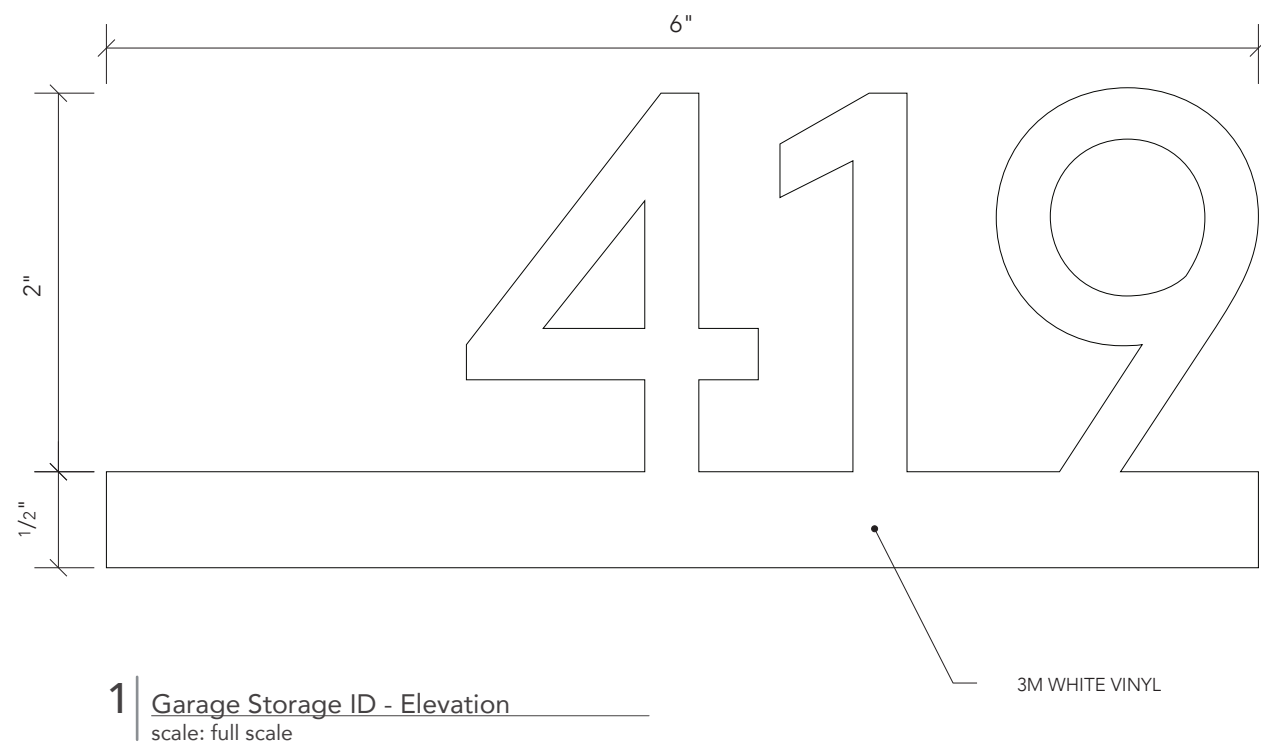


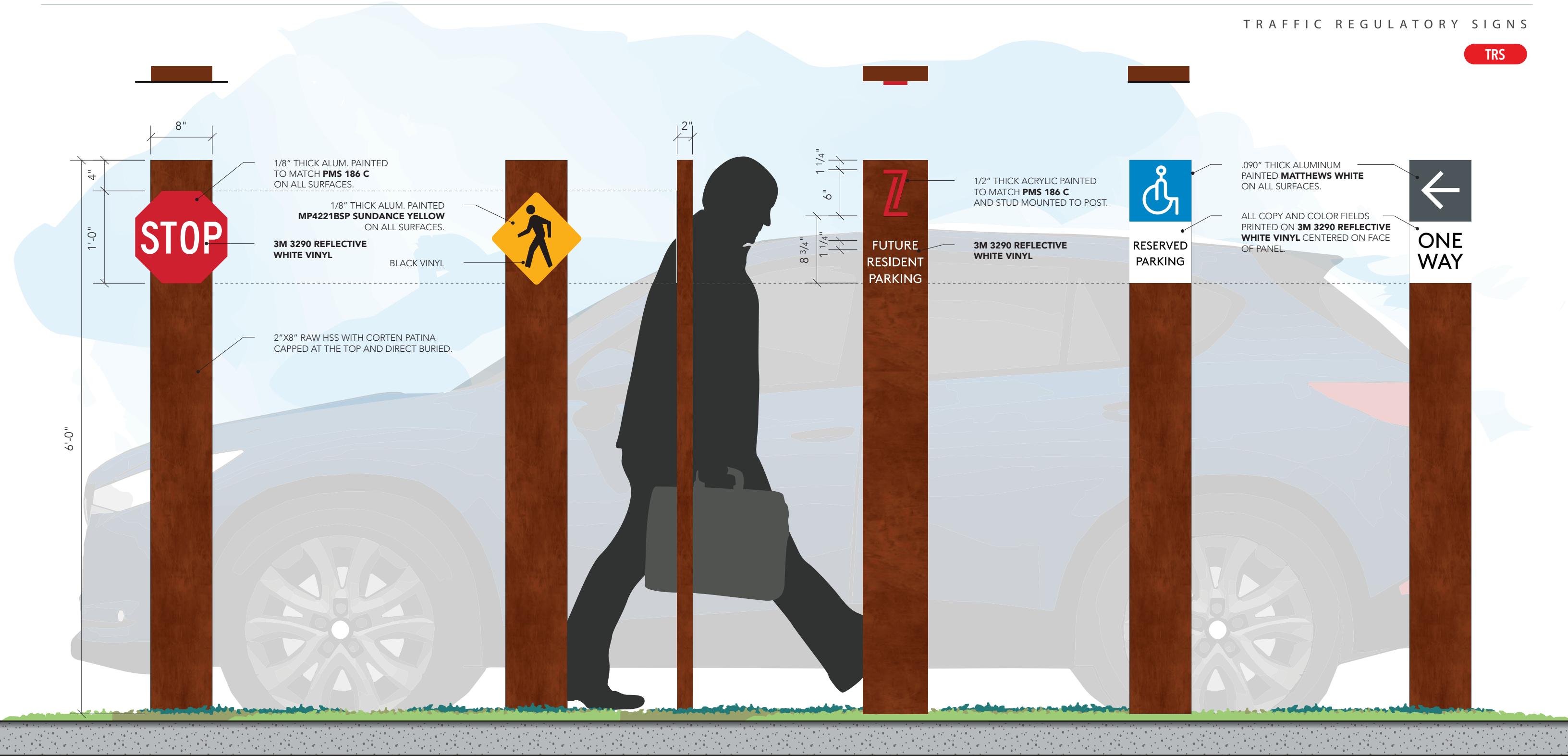
1 | Garage ID Plaques - Location Elevation Elevation
scale: 1/4"=1'-0"

SECTION VIEW

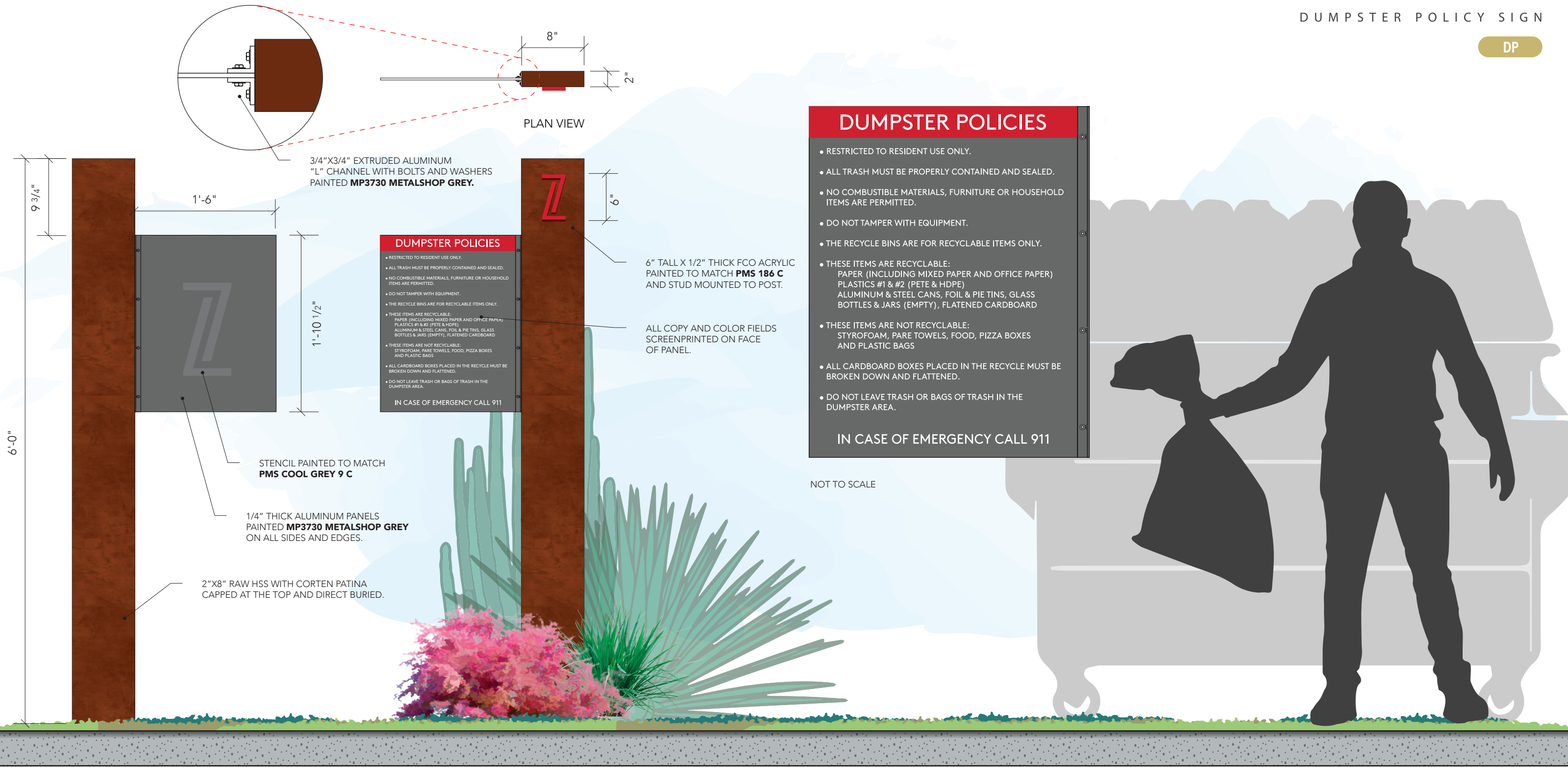


2 | Garage ID Plaques - Location Elevation Elevation
scale: 1/4"=1'-0"





1 | Traffic Regulatory Signs - Elevation
scale: 3/4"=1'-0"



REAR ELEVATION

1 Grill Policies - Elevation
scale: 1"=1'-0"



10212 METRIC BLVD.
AUSTIN, TEXAS 78758
800-327-1104 / 512-494-0002
fsgi.com

FUZE 432
Midland, TX

Start Date: 12/10/2020
Last Revision: 08/09/2021
Job# 92J11534
Dwg. # 92J11534 PP2V1S1

Designer: Shawn Wright
Sales Rep: Bruce Moore

CLIENT APPROVAL: I have reviewed and approved the sign details on this drawing for fabrication and installation.
© COPYRIGHT 2021 / ALL RIGHTS RESERVED



UL INSTALLATION REQUIREMENTS
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

22.0

Exhibit F



Landscape Legend

- ① Mid-Rise Apartment Building
- ② Garden Style Apartment Building
- ③ Open Lawn
- ④ Dog Park
- ⑤ Bocce Ball Courts
- ⑥ Clubhouse Pool
- ⑦ Riparian Retention Garden

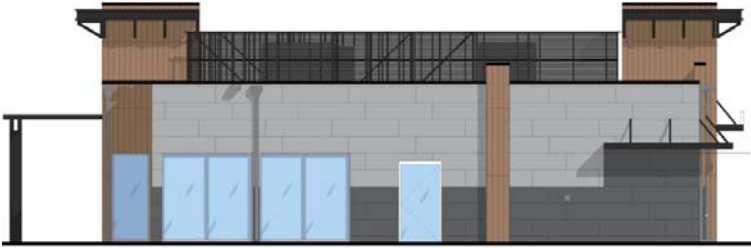
ELEVATIONS – CLUBHOUSE



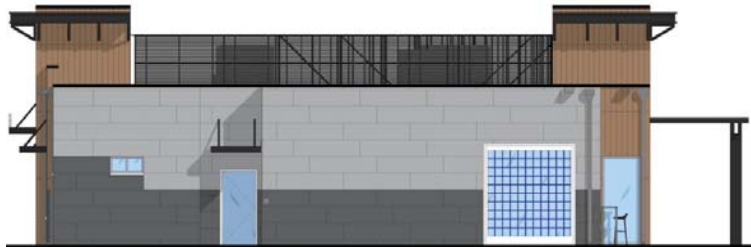
NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION

EXTERIOR FINISH LEGEND			
MARK	MATERIAL / BRAND	COLOR / FINISH	MATERIAL IMAGE
FCP-01	ILLUMINATION - FOG	NICHIHA	
FCP-02	ILLUMINATION - BAY BLUE	NICHIHA	
FCP-03	ILLUMINATION - NICKEL	NICHIHA	

EXTERIOR FINISH LEGEND			
MARK	MATERIAL / BRAND	COLOR / FINISH	MATERIAL IMAGE
FCP-04	VINTAGEWOOD - SPRUCE	NICHIHA	
PT-01	PAINT SHERWIN WILLIAMS	BLACK	
SC-01	STUCOFLEX	307 NOVA WHITE	





Submitted electronically 9/23/21

Exhibit G

ELEVATIONS – 36-UNIT BUILDING

EXTERIOR FINISH LEGEND			
MARK	MATERIAL / BRAND	COLOR / FINISH	MATERIAL IMAGE
FCP-01	ILLUMINATION - FOG	NICHIHA	
FCP-02	ILLUMINATION - BAY BLUE	NICHIHA	
FCP-03	ILLUMINATION - NICKEL	NICHIHA	

EXTERIOR FINISH LEGEND			
MARK	MATERIAL / BRAND	COLOR / FINISH	MATERIAL IMAGE
FCP-04	VINTAGEWOOD - SPRUCE	NICHIHA	
PT-01	PAINT SHERWIN WILLIAMS	BLACK	
SC-01	STUCOFLEX	307 NOVA WHITE	



SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION





ELEVATIONS – 48-UNIT BUILDING

EXTERIOR FINISH LEGEND			
MARK	MATERIAL / BRAND	COLOR / FINISH	MATERIAL IMAGE
FCP-01	ILLUMINATION - FOG	NICHIHA	
FCP-02	ILLUMINATION - BAY BLUE	NICHIHA	
FCP-03	ILLUMINATION - NICKEL	NICHIHA	

EXTERIOR FINISH LEGEND			
MARK	MATERIAL / BRAND	COLOR / FINISH	MATERIAL IMAGE
FCP-04	VINTAGEWOOD - SPRUCE	NICHIHA	
PT-01	PAINT SHERWIN WILLIAMS	BLACK	
SC-01	STUCOFLEX	307 NOVA WHITE	



OUTSIDE ELEVATION



OUTSIDE ELEVATION



INSIDE ELEVATION



INSIDE ELEVATION



STAIR ELEVATION



CORNER ELEVATION



Submitted electronically 12/30/21

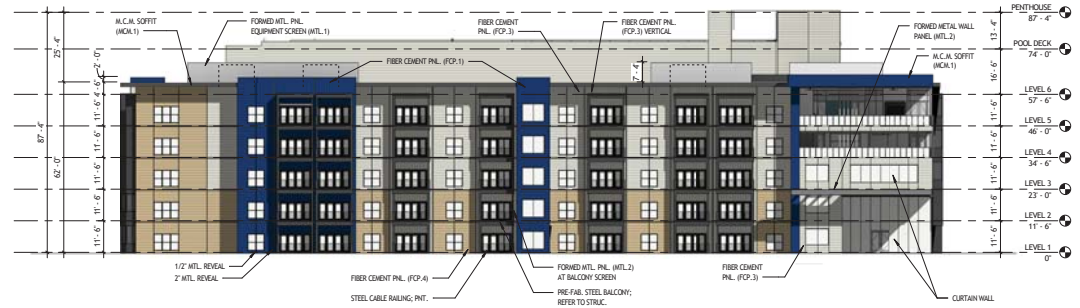


EXTERIOR FINISH COLOR LEGEND

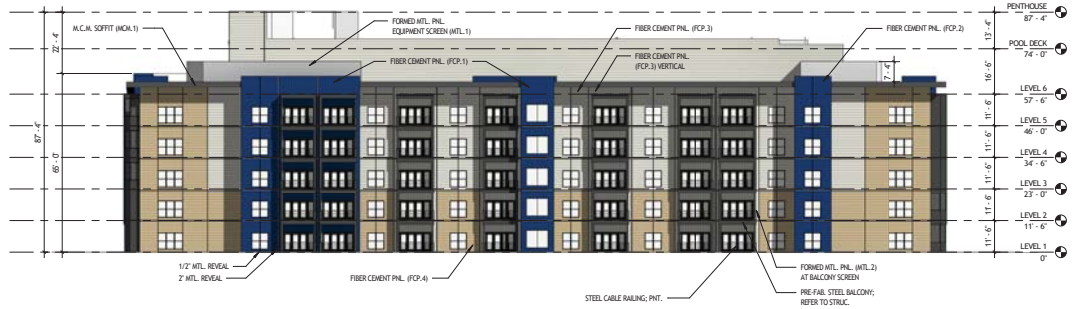
SWISSPEARL HIGH DENSITY
FIBER CEMENT PANELS (FCP)

FCP.1	FCP.2	FCP.3	FCP.4
azurite 7041	cobalt blue 9241	onix 7090	sahara 7001
14		15	

F6 OVERALL ELEVATION EAST
3/64" = 1'-0"



A6 OVERALL ELEVATION WEST
3/64" = 1'-0"



EXTERIOR FINISH COLOR LEGEND

SWISSPEARL HIGH DENSITY
FIBER CEMENT PANELS (FCP)

FCP.1	FCP.2	FCP.3	FCP.4
azurite 7041	cobalt blue 9241	onix 7090	sahara 7001
14	14	14	15













CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a rezoning and General Plan Amendment has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Fuze 623 Project Manager: Adam Baugh
 Request: Rezoning to PAD and General Plan Amendment Acreage/Parcel Size: +/- 47 acres
 Current Density Allowed: Min 15 du/acre; Max 45 du/acre Density Proposed: 29.83 du/ac
 Total number of residential units proposed: 681

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.

Ongoing operational impact is \$545 k to \$599 k per year
One-time equipment cost is \$82 k to \$90 k
One-time facility cost is \$6.25 M to \$6.88 M

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:

Thus far we have only recieved a request to complete the Avondale Certificate.

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 12-01-2021
 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



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

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Is a school site within the proposed development needed?
If answered yes, how many acres is needed for the school site?

Yes ☐ No ☒

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: January 14, 2022

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.avondale.org/developmentservices

ORDINANCE NO. 2050-0822

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 38.859 ACRES GENERALLY LOCATED AT THE NORTHEAST CORNER OF VAN BUREN STREET AND 119TH AVENUE, AS SHOWN IN APPLICATION PL-21-0306, AND REZONING SUCH PROPERTY FROM CITY CENTER DISTRICT (CCD) TO FUZE 623 PLANNED AREA DEVELOPMENT (PAD) WITH UNDERLYING MULTI-FAMILY RESIDENTIAL (R-4) AND COMMUNITY COMMERCIAL (C-2).

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 ± 38.859 acres generally located at the northeast corner of Van Buren Street and 119th Avenue, as shown in application PL-21-0306, from City Center District (CCD) to Fuze 623 Planned Area Development (PAD) with underlying Multi-Family Residential (R-4) and Community Commercial (C-2) (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 July 20, 2022, 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 August 22, 2022; 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 $\pm$ 38.859 acres generally located at the northeast corner of Van Buren Street and 119th 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. Approval of the Rezone is contingent upon approval of Minor General Plan Amendment PL-21-0307.
2. Approval and recordation of Final Plat PL-22-0172 is required prior to issuance of any construction permits for the project.
3. Off-site parking needed to fulfill the multi-family residential development's parking requirement shall be installed in the same phase as the mutli-family residential development.
4. The Site Plan & Design Review application submittal for the multi-family residential development shall include a revised sign plan that identifies specific locations of all monument and wayfinding signs.
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. The development shall be designed and constructed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.
7. Power lines less than 69kV must be converted underground.
8. Half-street improvements for 119th and 117th Avenues shall be completed in Phase 1.
9. Corporate Drive full-width street improvements shall be completed in Phase 1.
10. Van Buren Street half-street improvements shall be completed in Phase 1.
11. A minimum 150 feet of storage shall be provided for left/right-turn deceleration lanes at site driveways where calculated length is less than 150 feet.
12. A right-turn deceleration lane shall be provided for westbound site traffic at the Van Buren Street/117th Avenue intersection.

13. Along the site frontage on Van Buren Street, a roadway median shall be provided to discourage left-in and left-out turns to and from site driveways.

14. Until a signal is constructed at the Van Buren Street/117th Avenue intersection, the intersection shall be converted to a three-quarter (3/4)-access driveway (right-in/right-out/left-in) by placing a median in the roadway.

15. A traffic signal at the Van Buren Street/119th Avenue intersection should be constructed as part of half-street improvements by year 2025 (build-out year) or sooner when site traffic warrants a signal at the intersection.

16. Development shall substantially conform to the Fuze 623 PAD Narrative electronically date stamped June 27, 2022, except as modified by these conditions.

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.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 22, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2050-0822

[Legal Description and Map]

See following pages.

**LEGAL DESCRIPTION
REZONING EXHIBIT
Z-MODULAR AVONDALE
AVONDALE, ARIZONA**

December 16, 2021
Job No. P5962
Page 1 of 1

LOCATED WITHIN THE SOUTH HALF OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 1, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 1, BEARS NORTH 89 DEGREES 40 MINUTES 29 SECONDS EAST, A DISTANCE OF 2620.80 FEET;

THENCE NORTH 00 DEGREES 24 MINUTES 22 SECONDS WEST, ALONG THE CENTERLINE OF 119TH AVENUE, A DISTANCE OF 1,145.00 FEET;

THENCE DEPARTING SAID CENTERLINE OF 119TH AVENUE, NORTH 89 DEGREES 34 MINUTES 13 SECONDS EAST, A DISTANCE OF 8.92 FEET TO THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 1;

THENCE NORTH 89 DEGREES 52 MINUTES 57 SECONDS EAST, A DISTANCE OF 34.02 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 410.00 FEET, THROUGH A CENTRAL ANGLE OF 37 DEGREES 52 MINUTES 49 SECONDS, A DISTANCE OF 271.07 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;

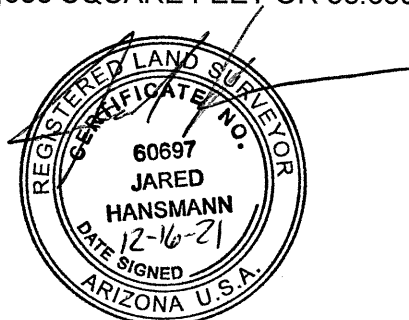
THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 490.00 FEET, THROUGH A CENTRAL ANGLE OF 37 DEGREES 59 MINUTES 53 SECONDS, A DISTANCE OF 324.96 FEET;

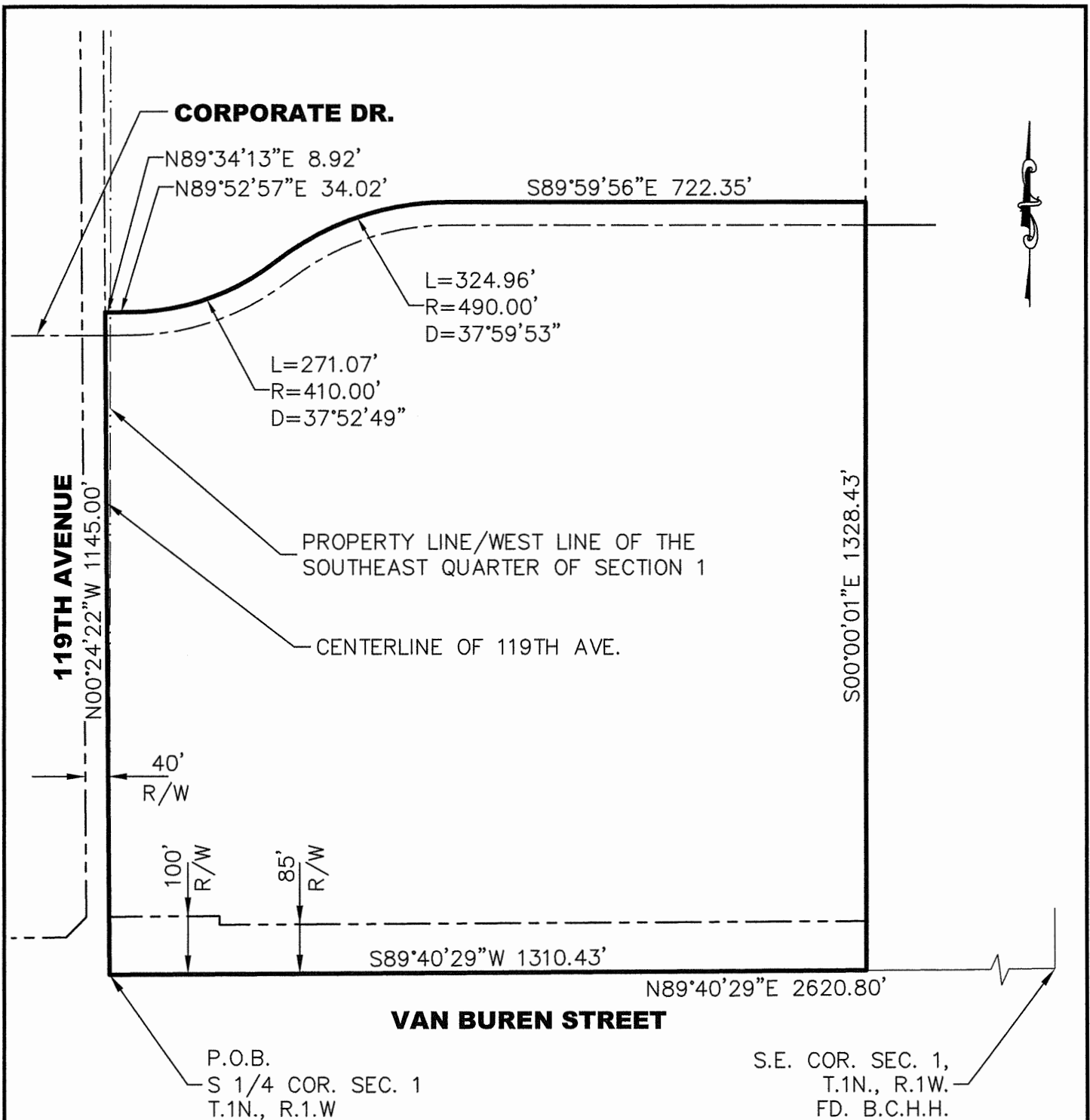
THENCE SOUTH 89 DEGREES 59 MINUTES 56 SECONDS EAST, A DISTANCE OF 722.35 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECOND EAST, A DISTANCE OF 1,328.43 FEET TO THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 1;

THENCE SOUTH 89 DEGREES 40 MINUTES 29 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 1; A DISTANCE OF 1,310.43 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1,692,688 SQUARE FEET OR 38.859 ACRES, MORE OR LESS.





SIG
**SURVEY INNOVATION
 GROUP, INC.**

22425 N 16TH STREET SUITE #1
 PHOENIX, AZ 85024

A RICK ENGINEERING COMPANY

**REZONING EXHIBIT
 Z-MODULAR AVONDALE
 AVONDALE, ARIZONA**

DRAWING:	REZONING EXH.DWG			
JOB#	P5962	SCALE:	NTS	SHT: 1 OF 1
DRAFTER:	DSR	CHK:	JH	DATE: 12-16-21

**WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN THE
CITY OF AVONDALE
AND
Z-MODULAR AVONDALE, LLC**

THIS WAIVER OF CLAIMS FOR DIMINUTION OF VALUE under ARIZ. REV. STAT. §§ 12-1134 - 1136 (this “Waiver”) is made August 22, 2022, between the between Z-MODULAR AVONDALE, LLC, a foreign limited liability company (the “Owner”) and the City of Avondale, an Arizona municipal corporation (the “City”), regarding the approximately 38.859 acres of real property, generally located south of the northeast corner of Van Buren Street and 119th Avenue in Avondale, Arizona, described and depicted on Exhibit A attached hereto and incorporated as if fully set forth herein (the “Property”). Owner intends to encumber the Property with the following agreements and waivers.

1. Waiver of Claims Related to the Rezoning. The Owner agrees and understands that the City is entering into this Waiver in conjunction with that certain approval for rezoning of the Property, Application No. PL-21-0306 (the “Rezoning”) in good faith and with the understanding that, if the City approves the Rezoning, it will not be subject to a claim for diminished value of the Property from the Owner or other parties having an interest in the Property. Owner agrees and consents to all the conditions imposed as part of the ordinance rezoning the Property (the “Rezoning Ordinance”), including all stipulations adopted by the Council of the City of Avondale (the “City Council”) and, by signing this Waiver, hereby waives any and all claims, suits, damages, compensation and causes of action the Owner may have now or in the future under the provisions of ARIZ. REV. STAT. §§ 12-1134 through and including 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting solely from actions relating to the Rezoning. Owner acknowledges and agrees that any stipulations imposed by the City Council as part of the Rezoning Ordinance will not result in a reduction of the fair market value of the Property as defined in ARIZ. REV. STAT. § 12-1136. The Owner acknowledges that additional stipulations may be imposed by the City Council, in its sole discretion, prior to approval of the Rezoning. Owner agrees and understands that its waiver of claims as set forth in this Waiver shall be deemed to extend to cover any changes to the Rezoning Ordinance and all stipulations to the Rezoning Ordinance approved by the City Council unless, not later than three business days following such City Council approval, Owner notifies the City, in writing, of its disagreement with such stipulation(s). In the event that Owner timely notifies the City of such disagreement, Owner shall not be deemed to have waived claims with respect to only the stipulations imposed or revised by the City Council prior to approval of the Rezoning Ordinance; provided, however, that if Owner does not submit a separate waiver of such claims, in a form acceptable to the City, prior to close of business on the fifth business day following approval of the Rezoning Ordinance, then the City may, after proper notice and hearing, rescind the Rezoning Ordinance, and if rescinded by the City Council acting in its sole discretion, this Waiver shall act as a bar to a claim for diminished value based upon the rescinded Rezoning Ordinance. The foregoing waiver of claims shall be of no further force and effect with respect to the Rezoning in the event the City Council disapproves the Rezoning Ordinance,

except that it shall serve as a bar to a claim for diminished value based upon denial of the Rezoning Ordinance.

2. Waiver of Claims Related to the General Plan Amendment. The Owner agrees and understands that the City is entering into this Waiver in conjunction with that certain approval for a general plan amendment of the Property, Application No. PL-21-0307 (the "General Plan Amendment") in good faith and with the understanding that, if the City approves the General Plan Amendment, it will not be subject to a claim for diminished value of the Property from the Owner or other parties having an interest in the Property. Owner agrees and consents to all the conditions imposed as part of the resolution changing the general plan designation for the Property (the "General Plan Resolution"), including all stipulations adopted by the City Council and, by signing this Waiver, hereby waives any and all claims, suits, damages, compensation and causes of action the Owner may have now or in the future under the provisions of ARIZ. REV. STAT. §§ 12-1134 through and including 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting solely from actions relating to the General Plan Amendment. Owner acknowledges and agrees that any stipulations imposed by the City Council as part of the General Plan Resolution will not result in a reduction of the fair market value of the Property as defined in ARIZ. REV. STAT. § 12-1136. Owner acknowledges that additional stipulations may be imposed by the City Council, in its sole discretion, prior to approval of the General Plan Amendment. Owner agrees and understands that its waiver of claims as set forth in this Waiver shall be deemed to extend to cover any changes to the General Plan Resolution and all stipulations to the General Plan Resolution approved by the City Council unless, not later than three business days following such City Council approval, Owner notifies the City, in writing, of its disagreement with such stipulation(s). In the event that Owner timely notifies the City of such disagreement, Owner shall not be deemed to have waived claims with respect to only the stipulations imposed or revised by the City Council prior to approval of the General Plan Resolution; provided, however, that if Owner does not submit a separate waiver of such claims, in a form acceptable to the City, prior to close of business on the fifth business day following approval of the General Plan Resolution, then the City may, after proper notice and hearing, rescind the General Plan Resolution, and if rescinded by the City Council acting in its sole discretion, this Waiver shall act as a bar to a claim for diminished value based upon the rescinded General Plan Resolution. The foregoing waiver of claims shall be of no further force and effect with respect to the General Plan Amendment in the event the Town Council disapproves the General Plan Resolution, except that it shall serve as a bar to a claim for diminished value based upon denial of the General Plan Resolution.

3. Entire Agreement; Modification. This Waiver, any exhibits attached hereto and any addenda, collectively constitute the entire understanding and agreement of the Owner and the City and shall supersede all prior agreements or understandings between the Owner and City regarding waiver of claims pursuant to ARIZ. REV. STAT. § 12-1134 *et seq.* relating to the Rezoning and the General Plan Amendment. This Waiver may not be modified or amended except by written agreement by the Owner and City.

4. Applicable Law; Venue. This Waiver is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. Any suit pertaining to this Waiver may be brought only in courts in Maricopa County, Arizona.

5. Conflict of Interest. This Waiver is subject to the cancellation provisions of ARIZ. REV. STAT. § 38-511.

6. Recording; Waiver Runs With Land. Within 10 days after the execution of this Waiver, the City Clerk shall file the Waiver in the Official Records of the County Recorder's Office, Maricopa County, Arizona, but a failure to timely do so shall not invalidate this Waiver. This Waiver runs with the land and is binding upon all present and future owners of the above-referenced Property.

7. Owner Authority. The Owner warrants and represents that it is the owner of all right, title and interest to the Property, and that no other person has an ownership interest in the Property. The person(s) who sign on behalf of Owner personally warrant and guarantee to the City they have the legal power to bind the Owner to this Waiver.

[SIGNATURES ON FOLLOWING PAGES]

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

“Owner”

Z-MODULAR AVONDALE, LLC,
a foreign limited liability company

By: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2022, before me personally appeared _____, the _____ of Z-MODULAR AVONDALE, LLC, a foreign limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the company.

Notary Public

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Cherlene Penilla, Acting City Manager

ATTEST:

Marcella Carrillo, City Clerk

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2022, before me personally appeared Cherlene Penilla, the Acting City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document, on behalf of the City.

(affix notary seal here)

Notary Public

EXHIBIT A
TO
WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN THE
CITY OF AVONDALE
AND
Z-MODULAR AVONDALE, LLC

[Legal Description and Map of the Property]

See following pages.

**LEGAL DESCRIPTION
REZONING EXHIBIT
Z-MODULAR AVONDALE
AVONDALE, ARIZONA**

December 16, 2021
Job No. P5962
Page 1 of 1

LOCATED WITHIN THE SOUTH HALF OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 89 DEGREES 52 MINUTES 57 SECONDS EAST, A DISTANCE OF 34.02 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 410.00 FEET, THROUGH A CENTRAL ANGLE OF 37 DEGREES 52 MINUTES 49 SECONDS, A DISTANCE OF 271.07 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;

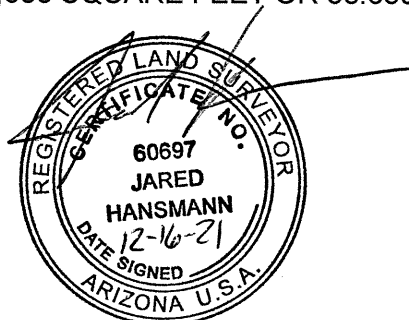
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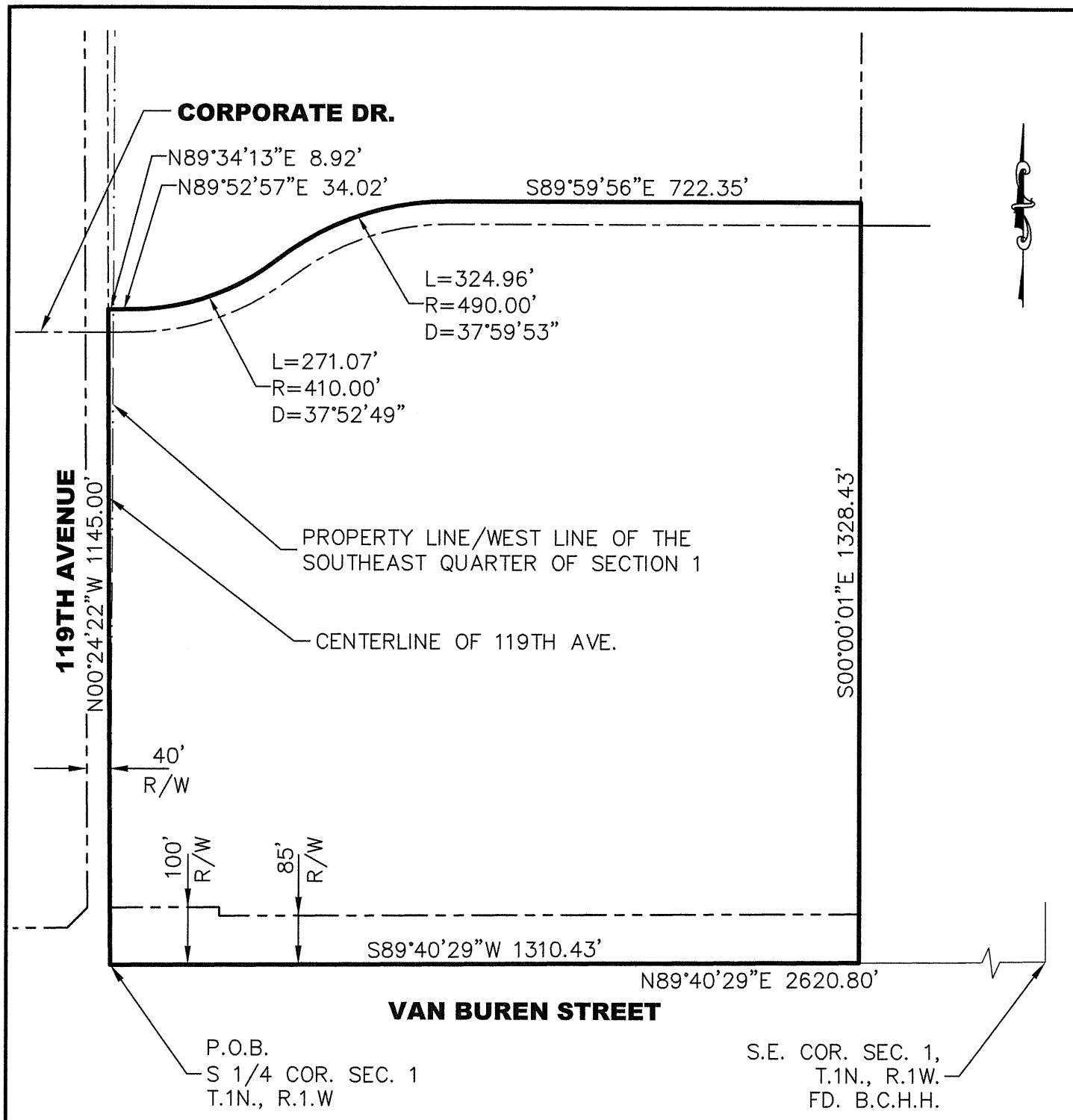
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THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECOND EAST, A DISTANCE OF 1,328.43 FEET TO THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 1;

THENCE SOUTH 89 DEGREES 40 MINUTES 29 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 1; A DISTANCE OF 1,310.43 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1,692,688 SQUARE FEET OR 38.859 ACRES, MORE OR LESS.





SIG SURVEY INNOVATION GROUP, INC. 22425 N 16TH STREET SUITE #1 PHOENIX, AZ 85024 A RICK ENGINEERING COMPANY		REZONING EXHIBIT Z-MODULAR AVONDALE AVONDALE, ARIZONA			
		DRAWING: REZONING EXH.DWG			
JOB#	P5962	SCALE:	NTS	SHT:	1 OF 1
DRAFTER:	DSR	CHK:	JH	DATE:	12-16-21

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Resolution 1062-0822 - Minor General Plan Amendment for Fuze 623 Planned Area Development - Application PL-21-0307

MEETING DATE: 8/22/2022

TO: Mayor and Council

FROM: Jodie Novak, Acting Director, Development & Engineering Services, (623) 333-4015

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

STRATEGIC PLAN:

Strategic Outcome Area: Creative and Sustainable Community 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 1062-0822, approving a request by Ms. Hannah Bleam of Withey Morris PLC, on behalf of Z-Modular Avondale LLC, for a Minor Amendment to the Avondale General Plan 2030 Land Use Map for Fuze 623, a proposed 38.86-acre site located at the northeast corner of 119th Avenue and Van Buren Street and authorize the Mayor, Acting City Manager, City Attorney and City Clerk to execute the necessary documents. If approved, the proposed Minor General Plan Amendment will amend the General Plan 2030 Land Use Map designation from Mixed Use to High Density Residential and Local Commercial. The Council will take appropriate action.

BACKGROUND:

The approximately 38.86 gross-acre subject site is located at the northeast corner of 119th Avenue and Van Buren Street. It is a portion of Maricopa County Assessor Parcel 500-01-010B and is located at the south end of that parent parcel.

The site is designated by the General Plan 2030 Land Use Map as Mixed Use. The Mixed Use designation is intended for a mixture of residential and commercial uses, and encourages innovatively-designed developments reflective of a village concept where residents can live, work, and recreate within the same development or nearby. Mixed use developments are expected to be at a reasonable scale to the surrounding neighborhood, contain proportionate ratios for each use, and encourage alternative modes of transportation (walking, bicycling, etc.) and a well-conceived plan with access to and integration of transit facilities.

The applicant proposes to amend the land use designation of the property to a combination of High Density Residential and Local Commercial to facilitate the development of a 681-unit apartment complex across 24.15 net acres and commercial uses across 7.62 net acres.

The existing uses and zoning of surrounding properties include:

NORTH: The northern portion of 500-10-010B is zoned City Center District (CCD), while a separate parcel between 500-10-010B and Interstate 10 is zoned in the County as Community Commercial (C-2). Both areas have a General Plan Designation of Mixed Use, and both are undeveloped.

EAST: Zoned THE BLVDD and located within the Village District of The BLVD Specific Plan. Avari Apartments are located just northeast of the project site, while the site to the direct east (south of Avari) is undeveloped.

SOUTH: Zoned Coldwater Springs Planned Area Development (PAD). The Club at Coldwater Springs (an apartment complex) has a General Plan Designation of High Density Residential, while the commercial properties just east of the apartments are within the Promenade District of The BLVD Specific Plan.

WEST: Zoned Desert Springs Village PAD; General Plan Designation is Medium/High Density Residential. The site is developed as a community of single-family residences.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Minor General Plan Amendment (GPA) to the General Plan 2030 Land Use Map to facilitate development of a 681-unit apartment complex across approximately 24.15 net acres and commercial uses across approximately 7.62 net acres.

Because the residential and commercial uses within this development will not be proportional (i.e., the residential component is approximately three times the size of the commercial component), the existing land use designation of Mixed Use is not appropriate. Therefore, the requested Minor GPA will change the designation of the subject property to a combination of High Density Residential and Local Commercial. The High Density Residential designation allows for residential land containing densities up to 30 dwelling units per acre. Units in the High Density Residential designation may include apartments, townhomes, condominiums, or patio homes, and have limited private outdoor space and rely on shared or common open space for recreation. They may have direct access to open space, transit, or other multi-modal amenities. The Local Commercial designation is intended for uses that fulfill the daily needs of residents in the surrounding area to promote a walkable community. Retail, restaurants, and office or medical uses are examples of appropriate uses for the Local Commercial designation.

The applicant has submitted a separate request for a Rezone of the subject property from City Center District (CCD) to Fuze 623 Planned Area Development (PAD) with underlying Multi-Family Residential (R-4) and Community Commercial (C-2) zoning. Approval of this GPA request is required for the Rezone to be approved, and the two requests are scheduled for the same Planning Commission and City Council meetings. The proposed Fuze 623 development plan incorporates design measures and development standards for the R-4 and C-2 zones with some deviations as described in the Rezone narrative. The development will provide for efficient on-site and off-site circulation, attractive and spacious landscaped setbacks, pedestrian connections, and private and common space with a range of amenities.

Additionally, a separate request is in process for a Final Plat to separate the area included in the General Plan Amendment request from its parent parcel, and to separate the residential portion of the project site from the commercial portion. The Final Plat request will be included on a future City Council consent agenda.

PUBLIC PARTICIPATION:

A Neighborhood Meeting to discuss the General Plan Amendment and Rezone requests with neighboring property owners and other interested parties was held on February 8, 2022 via Zoom. All notices of the meeting were completed at least fifteen days prior to the meeting as required and met notification requirements. Aside from City staff and the development team, no participants attended the meeting.

As of the writing of this staff report, thirteen anonymous comments have been received through the aVoice/Polco web platform, expressing a range of views on the project. Two comments expressed approval for the project, and one of those comments stated that mixed-use and higher-density residential is needed in the area. Comments that were critical of the project cited the costs of new school construction, loss of farmland, visual impacts and changes to neighborhood character, traffic safety congestion, lack of infrastructure and shopping opportunities in the area, lack of senior-friendly and low-income accommodations, and water usage as concerns.

Additionally, one phone call was received from a resident of the Desert Springs Village development, which is west of the project site. The caller mentioned the Fariway 10 Opus industrial development that is located north of Desert Springs Village which contains three large employment-oriented buildings. The caller noted that they do not want to see similar structures on the commercial portion of the Fuze 623 site, and that they prefer uses that offer activities for local residents and that stay open into the evening and on weekends to deter crime and vandalism. The commercial portion of the site will permit C-2 uses, which preclude warehousing, manufacturing, and similar industrial activities.

PLANNING COMMISSION ACTION:

On July 20, 2022, the Planning Commission conducted a public hearing on the General Plan Amendment alongside a public hearing on the Rezone. The applicant spoke briefly about the project and stated that the modular construction technique to be used will expedite construction while minimizing waste. The Commission asked if a traffic study had been approved for the project, and staff confirmed that it had, and that several stipulations are proposed to mitigate traffic impacts on surrounding streets. The Commission also asked if any specific businesses have expressed interest in occupying the commercial portion of the site. The applicant explained that since site planning for the commercial portion has not started, businesses have not yet identified themselves as potential tenants. The Commission voted 4-0 to recommend approval of the proposed Minor General Plan Amendment.

ANALYSIS:

City Council must determine that the proposed amendment meets four 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 the appropriate optional sites for the use or change proposed in the amendment.

Currently, the General Plan 2030 allots a very small percentage of land for high density residential uses. The current land use designation of this property is Mixed Use to align with its current zoning of City Center District (CCD). All other parcels once zoned CCD have since rezoned to The BLVD District (THE BLVDD). Since the City Center District was originally envisioned as a cohesive district of interconnected land uses, open space corridors, and circulation routes across multiple properties, CCD zoning is non-viable when confined to just one parcel. Amending the land use map from Mixed Use to a combination of High Density Residential and Local Commercial will allow a project containing both multi-family and commercial uses, similar to uses expected in the adjacent Village District of The BLVD District.

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.

The subject property is part of the only remaining parcel in Avondale with CCD zoning, and it is located within the Residential Mixed Use (RMU) subarea of the CCD. The Mixed Use designation is closely tied to that zoning. The proposed site development will contribute 681 units to Avondale's rental housing stock as well as over seven acres of commercial uses for the benefit of the surrounding neighborhoods; however, the Mixed Use designation is not an ideal match for this proposal, as the development will not contain residential and commercial uses in proportionate amounts. Changing the designation to a combination of High Density Residential and Local Commercial will enable the development to proceed.

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.

The subject property is currently undeveloped. The proposed amendment will not significantly alter acceptable land use patterns in the area or impact nearby existing uses. The land uses proposed for the site are similar in type and intensity to those allowed by the current Mixed Use designation. Therefore, the amendment will not require larger and more expensive infrastructure improvements beyond what would already be expected for this property and its current designation. Public infrastructure exists for this development, and it will not be a significant burden on the existing systems that are in place.

4. The amendment is consistent with the overall intent of the General Plan 2030 and other adopted plans, codes, and ordinances.

The proposed amendment will facilitate construction of a development containing uses that are similar in type to those allowed in the current Mixed Use designation. Additionally, uses on the site will be similar in type and intensity to uses in the adjacent The BLVD District.

The proposed Minor General Plan Amendment is also consistent with several goals of the General Plan, including the following:

Land Use Element 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 Element Goal #3: Promote a strong balance of high quality residential, employment, recreation, and educational land uses.

Housing Element Goal #2: Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels.

DISCUSSION:

Staff finds this request meets the four required findings and recommends approval of the proposed Minor General Plan Amendment.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

City Council will conduct a public hearing and **ADOPT** a Resolution approving Application PL-21-0307 Fuze 623, a request for a Minor Amendment to the General Plan 2030 Land Use Map, changing the land use designation from Mixed Use to High Density Residential and Local Commercial.

PROPOSED MOTION:

I move that City Council **ADOPT** a Resolution approving Application PL-21-0307 Fuze 623, a request for a Minor Amendment to the General Plan 2030 Land Use Map, changing the land use designation from Mixed Use to High Density Residential and Local Commercial.

Contact person for document distribution: Ann Dolmage

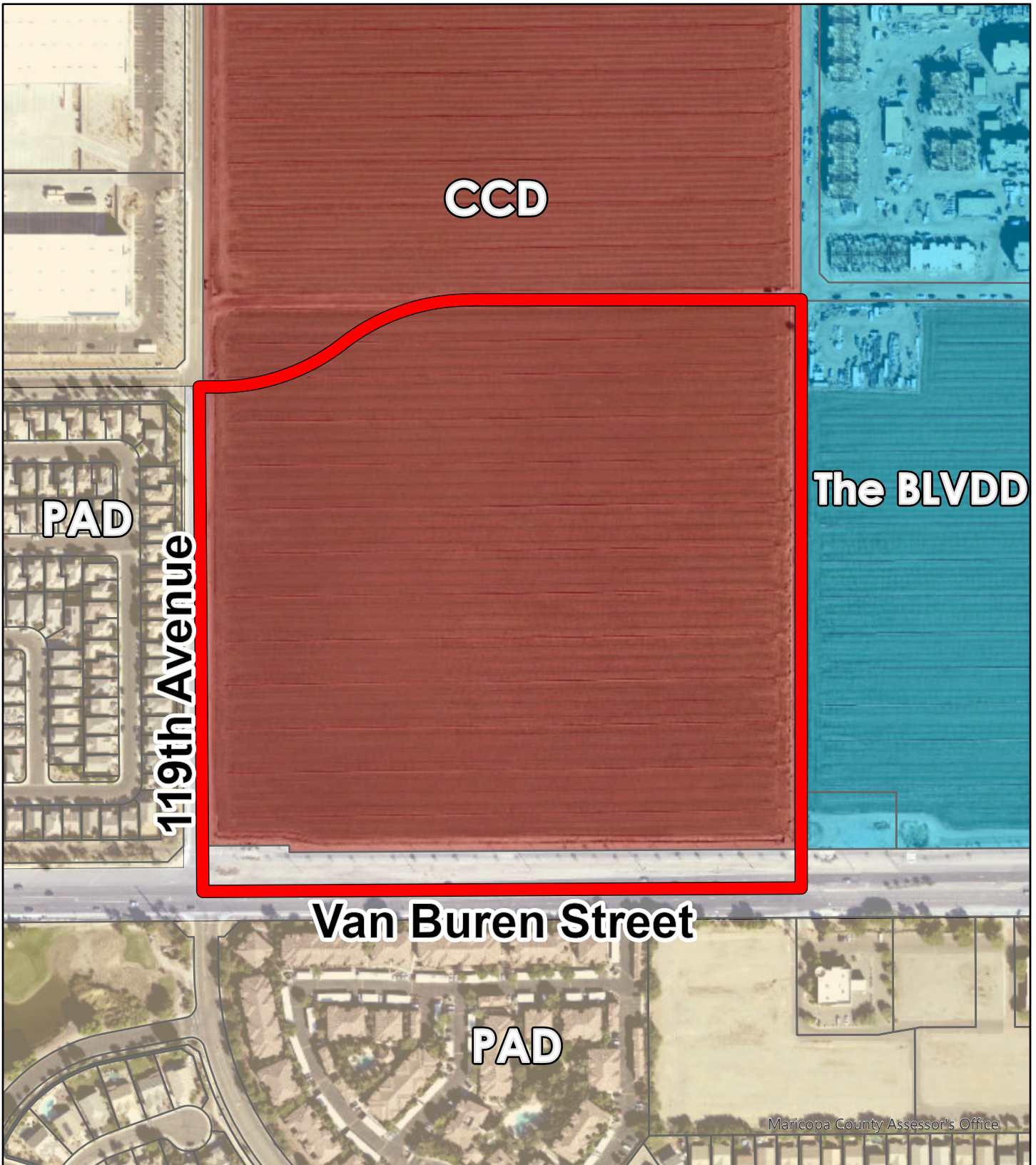


Aerial Photograph

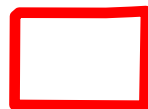


Subject Property



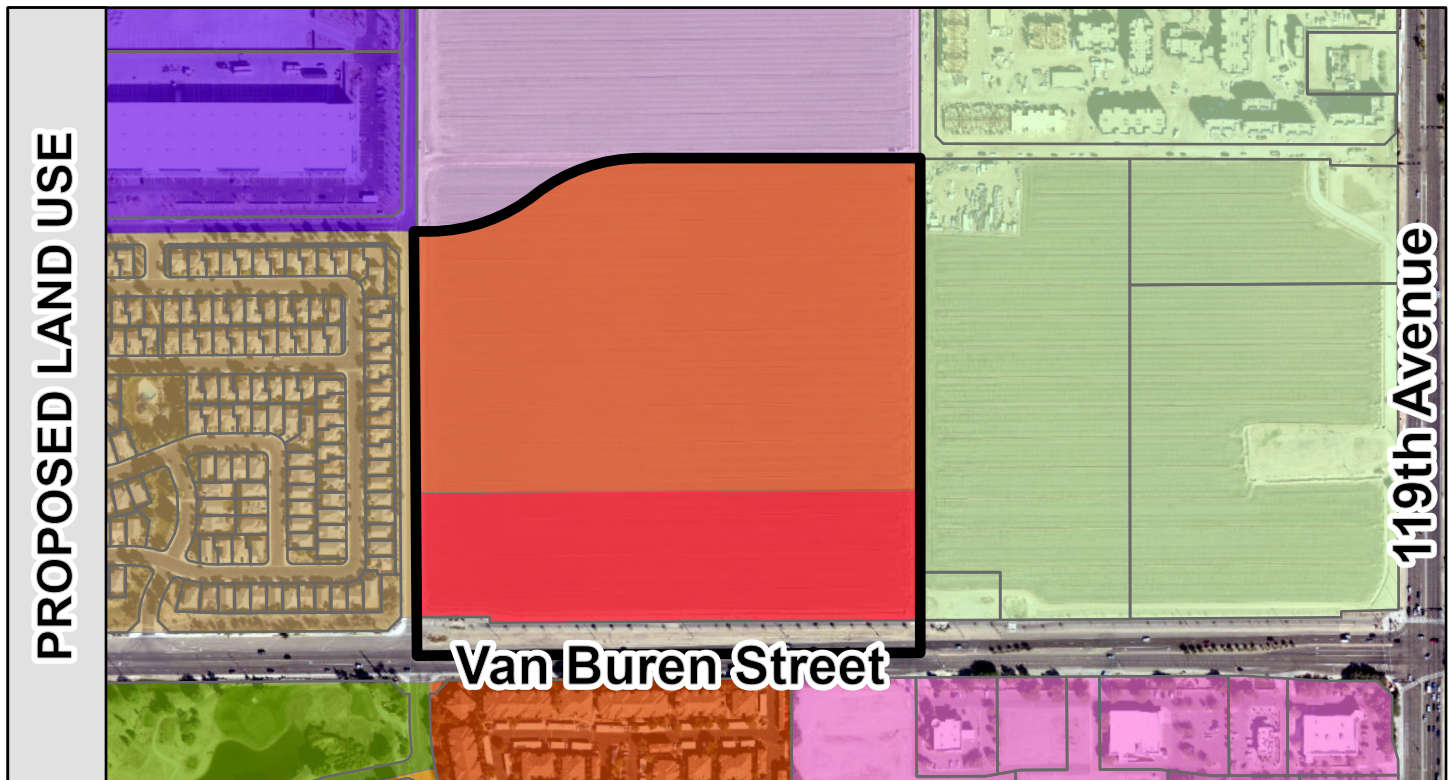
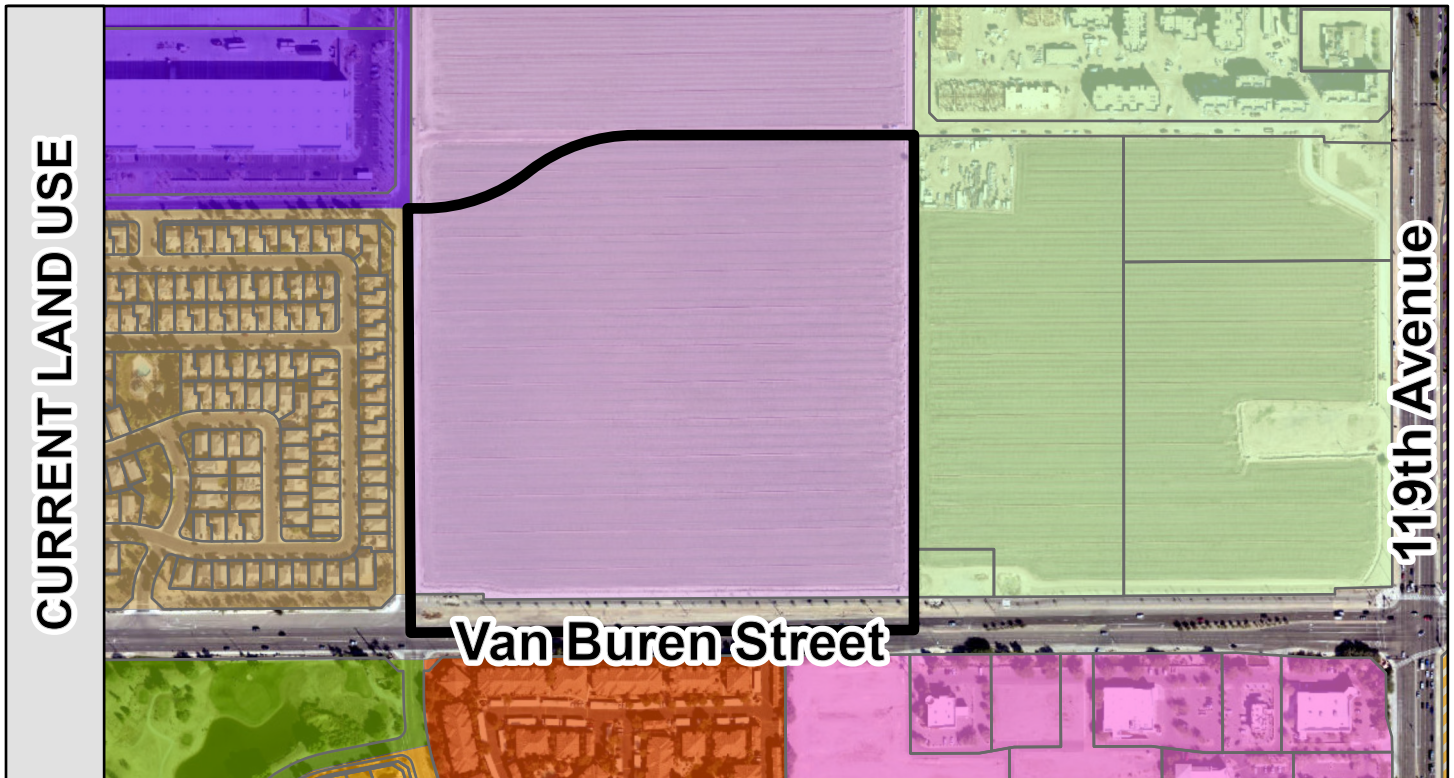


Zoning Vicinity



Subject Property



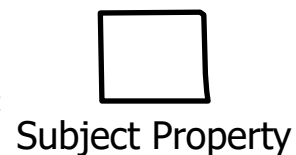


General Plan Land Use



- Local Commercial
- Medium/High Density Residential
- High Density Residential
- Open Space and Parks

- Business Park
- Mixed Use
- Promenade District
- Village District



Fuze 623

Minor General Plan Amendment Narrative

PL-21-0307



Initial Submittal: September 2021

2nd Submittal: December 2021

3rd Submittal: March 28, 2022

4th Submittal: June 10, 2022



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TABLE OF EXHIBITS

EXHIBIT A – SITE AERIAL

EXHIBIT B – EXISTING AND PROPOSED GENERAL PLAN LAND USE MAP

Minor General Plan Amendment Narrative

A. Request and Property Description

This is a proposal to amend the Avondale General Plan 2030 Land Use Map for approximately 38.86-acre property generally located at the northwest corner of 117th Avenue and Van Buren Street (the “Property”) (See **Exhibit A, Aerial Map**) from Mixed Use to High Density Residential (12 to 30 units) and Local Commercial. See **Exhibit B, Existing General Plan Land Use Map and Proposed General Plan Land Use Map**.

The Property is vacant, and has frontage along Van Buren Street, and proposed roadway alignments on its east (117th Avenue), west (119th Avenue) and north sides (Corporate Drive). The surrounding land uses consist of a single-family residential subdivision to the west; vacant land to the east and north; and an apartment community to the south. The larger area is part of the BLVD which is generally intended for greater intensity of uses and development.

A companion Planned Area Development (“PAD”) rezoning request has been filed with the City of Avondale under separate cover to establish site-specific permitted uses, as well as development standards and design criteria for a 681-unit multifamily community, which will be highly stylized, urban-designed, and pedestrian-friendly (the “Project”). The proposed community will provide new and diverse housing opportunities and will accommodate a variety of lifestyles and transitions. The proposed development also rezones +/- 8 acres of land for future commercial uses along Van Buren Street.

Amendment of the General Plan Land Use Map will facilitate a quality development and it will not adversely impact the community by significantly altering the acceptable land use pattern or impact existing uses in the area. The justifications for this request are provided herein.

B. Minor General Plan Amendment Review and Analysis

1. Availability of Current and Future Water Supplies

The Project is proposed to tie into existing City of Avondale water system. There is a 12-inch water line in 119th Avenue and a 16-inch water line in Van Buren Street. There is a 36-inch sewer main in 119th Avenue and a 12-inch sewer main in Van Buren Street. A 12-inch PVC water line must be constructed in 117th Avenue from Van Buren Street to the water line being installed by Avari Apartments. The surrounding water infrastructure is able to support the Project in average day, max day, peak day, and max day plus fire flow demand scenarios. A new manhole will be constructed in the to tap into the existing sewer connection point.

It is the Applicant’s understanding that the Project will not create any issues for current or future water supplies. The companion PAD case includes further information related to water infrastructure and supports that the existing or planned water infrastructure will be adequate for the Project.

2. Impact on and potential support of the City’s transportation system

A Traffic Impact Analysis has been provided to the City under separate cover with the PAD application. Ultimately, access to the Project will be from all four sides: south (Van Buren), east (117th Avenue), west (119th Avenue) and north sides (Corporate Drive). It is not anticipated that the change of land use will be any more intense than the Mixed Uses long planned here.

The applicant will comply with the City's current engineering policies and standards and work to provide solutions that will enhance the City's transportation networks as applicable for the development.

3. Impact on the natural environment, including, but not limited to, hillsides, riparian areas, and floodways

The Project will not significantly impact the surrounding natural environment, and it is not located within any hillside, riparian or floodway areas. The Project will provide significant improvements to the Property with quality and aesthetically pleasing features, including a meaningful amount of private open space, furthering several goals of the General Plan.

4. 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 the GP2030

The proposed General Plan Amendment will not have an overall negative impact on the total City's current job-to-population ratio as the Property's attributes preclude meaningful activation of the Property with commercial uses. Additionally, it is anticipated that, with the addition of new residents, support for existing and future employment and commercial uses will occur. The re-designation of the Property to a residential and commercial designation will be in accordance with the City's goals and policies and will be aimed at furthering additional diverse residential housing opportunities in Avondale, which are limited.

5. Impact on City services and facilities including, but not limited to, police, fire, water, and wastewater

The proposed General Plan Amendment will not have a negative impact on the City's services. There are adequate facilities and/or connections to serve the Project, which will be improved by the developer, as required. Exact infrastructure improvements for the Property will be determined during the platting and/or site plan and design review application phase.

6. Extent to which the goals of the GP2030 are accomplished

The proposed development furthers several goals and policies of the General Plan 2030, as further detailed below.

Housing Element

GOAL 2: Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels.

The Fuze 623 PAD provides a housing type that is prominent within the Valley but still relatively new to the City of Avondale. The Fuze 623 PAD provides a new housing product, and new way of construction, that provides diversity to the market and new efficiencies. With an emphasis on high quality design, community

open space and enriched amenities, Fuze 623 will attract a variety of new residents to Avondale including young professionals, millennials, and empty nesters.

GOAL 4: Require excellence and innovation in residential design and construction.

Policies:

B. Support creatively designed subdivision layouts, particularly layouts in which open space and recreation areas containing amenities are thoughtfully integrated throughout.

C. Utilize the City's Design Manuals to promote quality development and attractive residential communities, updating these documents when necessary to reflect changing preferences and styles.

E. Endorse the use of Crime Prevention through Environmental design (CPTED) principles when designing residential communities.

The Fuze 623 PAD incorporates a number of the City's Design Manuals policies to create a layout with ample open space and recreation areas that contain amenities throughout the project. It also ensures quality architecture and will endorse CPTED design. As shown in the site plan and exhibits, the project is using the CPTED design principle of natural access control, which encourages utilizes the use of walkways, fences, lighting, signage and landscape to clearly guide people and vehicles to and from the proper entrances.

Open Space Element

GOAL 1: Identify, protect, and preserve the natural amenities and environmental attributes that are unique to Avondale and contribute to a healthy lifestyle.

This PAD provides ample open space with common areas that incorporate natural vegetation consistent with surrounding developments. The common open space areas are linked with pedestrian connection to support a healthy lifestyle. In addition, there will be resident amenities to be enjoyed including open lawns, dog park, bocce ball court, movie lawn, picnic areas, and clubhouse pool.

Sustainable Element

GOAL 1: Integrate energy efficiency measures and renewable energy sources into all aspects of Avondale planning.

Policies:

Work with the homebuilding industry in developing and amending green building/sustainable development initiatives and programs.

Fuze 623 construction type is a modular design, built off-site and assembled on-site which significantly reduces construction waste and negative environmental impacts to the surrounding community. Life-cycle sustainability of the proposed apartment complexes is maintained by equipping units with smart technology, energy and water saving fixtures, as well as a highly insulated exterior envelope made possible by modular

construction. The driving goal behind this development is providing access to high quality, sustainable, healthy design to all income levels.

Recreational Element

GOAL 1: Ensure every person has convenient access to safe public parks and affordable recreation opportunities.

Policies:

A. Continue to ensure that private development provides local, accessible neighborhood parks and tot lots under the management of a Home Owners Association.

The Fuze 623 PAD proposes ample open space. The shared amenities are dispersed through the Community, located both indoors and outdoors, and will include rooftop pools, clubhouse, golf simulator, lounge areas, business center, dog park, fitness center, game room, park space, outdoor kitchen and BBQ areas, and more. These amenities provide recreation activities to the residents, furthering the goal of City's recreational goals.

C. Avondale Strategic Five-Year Plan

The Avondale Strategic Five-Year Plan was designed with the vision and guidance from the Avondale City Council, and crafted with input from engaged residents, local businesses and key personnel across the city's organization. The Plan represents a cohesive and intelligent approach to continuing on the path to Avondale's vision to create a community that is both family friendly and economically robust. A city that is Aspiring, Achieving and Accelerating.

Fuze 623 is compatible with existing development, supports housing diversity opportunities for the area, and synergizes with the nearby BLVD area. With the increase of employment, commercial and educational opportunities that are anticipated in the area in the near future, this site will provide a prime location for new residences and commercial uses which will support other land uses. This will complement and support the economic vision of the Strategic Five-Year Plan.

Additionally, the following goals of the Strategic Five-Year Plan will be met with the proposed residential development:

Creative and Sustainable Community Development, Strategic Goal: Develop diverse housing options, to include housing that is affordable to workers and close to their job

With its modern design focused on an urban living experience and high-quality amenities, the Project will provide a unique and diverse housing opportunity which is otherwise underrepresented within the City of Avondale. The Project will appeal to millennials, professionals, empty nesters and those looking for a premium urban lifestyle living. Fuze 623 is designed with highly stylized elevations using quality building materials and designed with a modern appeal. The design utilizes architectural embellishments including decorative metal balcony screens, canopies, standing seam metal roof elements, and wood-simulated accents to provide diversity of design. In addition this product will be close to the freeway and employment

opportunities nearby. Fuze 623 contributes to the diversity of housing that the Strategic Five-Year Plan envisions.

D. Minor General Plan Amendment Findings Analysis

This request for a Minor General Plan Amendment meets or exceeds the required findings established by the City of Avondale, as detailed below.

1. *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.*

Currently, there is a minor percentage of land uses in Avondale that are available for mid-rise, high density residential. Additionally, the site's current Mixed Use general plan designation reflects the older CCD zoning that is no longer viable at this site. By changing the land use map to Local Commercial and High Density Residential, it allows the types of uses expected next to the BLVD village area.

2. *The amendment constitutes an overall improvement to the GP2030 and is not solely for the good or benefit of a particular landowner or owners*

Fuze 623 is in a unique location being that it is the only land in the city currently zoned City Center District (CCD), land located within the Residential Mixed-Use (RMU) subarea of the CCD. The CCD is a defunct zoning district that changed over into the BLVD but for this Property. While the proposed multi-family residential land use is permitted under the property's current CCD zoning, development standards required within the CCD district would preclude development of the site as proposed. For this reason, this application seeks a minor general plan amendment.

With the increase of employment, commercial and educational opportunities that are anticipated in the area, including within the City Center area, this proposal is a community benefit that better positions the property for long term success and supports the surrounding area land plan.

3. *The amendment will not adversely impact the community as a whole and/or a portion of the community by:*
 - a. *Significantly altering the acceptable land use patterns;*
 - b. *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*
 - c. *Adversely impacting the existing land uses.*

The amendment will not significantly alter acceptable land use patterns in the area or impact nearby existing uses. The types of land uses proposed are similar intensity to the Mixed-Use designation today. For that reason, the amendment will not require larger and more expensive infrastructure improvements beyond what would already be expected for this property and its current designation. Public infrastructure exists for this development, and it will not be a significant burden on the existing systems that are in place. The development

is designed with landscaped buffering around the perimeter to provide a more appropriate pedestrian environment.

4. That the amendment is consistent with the overall intent of the GP2030 and other adopted plans, code and ordinances

Overall, the amendment consists of an improvement to the General Plan with the overall enhancements as outlined below:

- The Project provides for significant open space above the required amount, and it will be dispersed throughout the development, uniquely ensuring long-term quality for residents of the Project.
- The Project will provide enhanced and quality amenities, including a pool area and significant open space.
- The Project will focus housing product onto community open spaces.
- Enhanced vegetation will be provided at entryways.
- There will be strategically placed open space areas to provide a sense of arrival to the development.

E. Conclusion

This Minor General Plan Amendment and the companion PAD are intended to provide a framework for development of a complementary land use in the area, while providing a new type of housing product within Avondale. Finally, the proposed amendment is consistent with the overall goals and objectives of the General Plan, and it will be a positive addition to the area.

EXHIBIT A

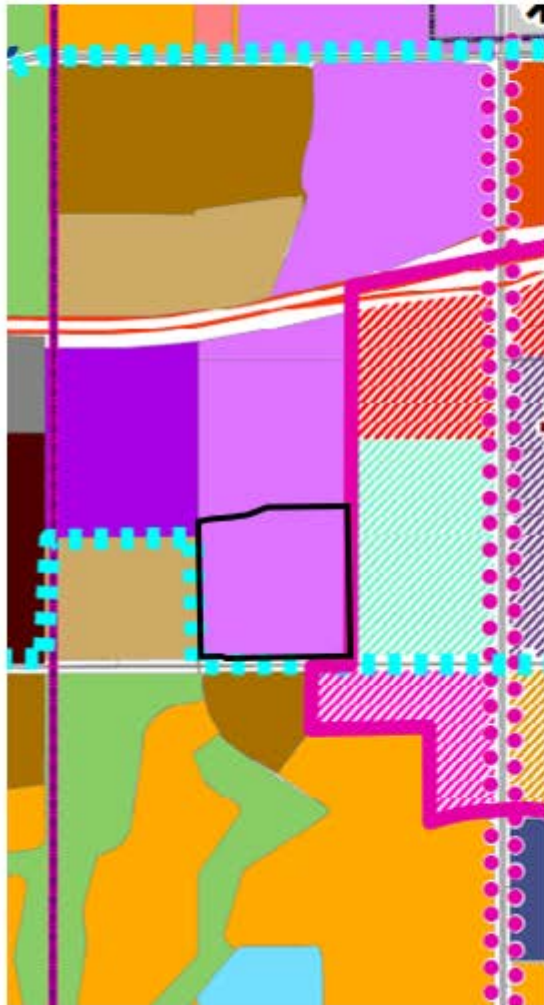
Aerial Map - NEC 119th Ave and Van Buren



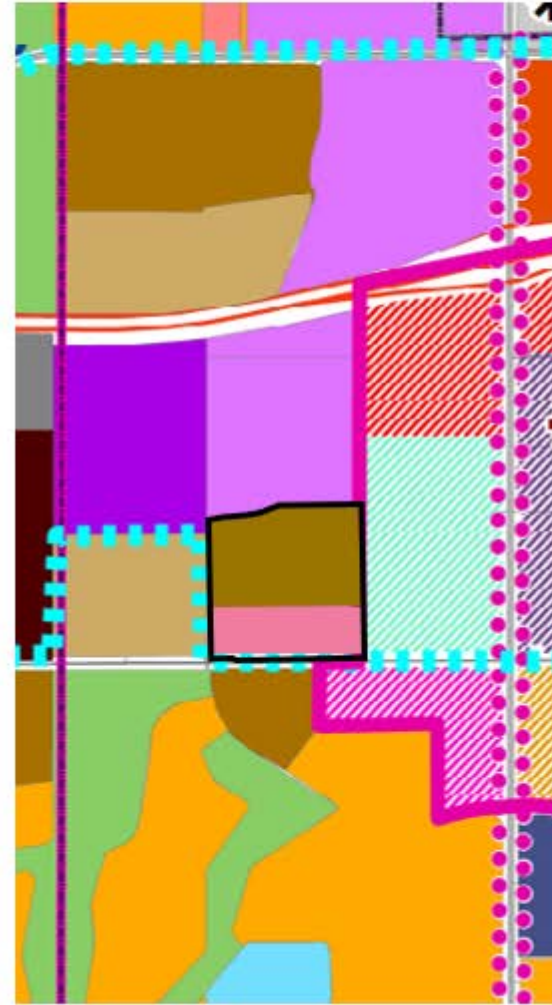
EXHIBIT B

General Plan - NEC 119th Ave and Van Buren

Existing:
Mixed Use



Proposed:
High Density Residential and Local Commercial



RESOLUTION NO. 1062-0822

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 $\pm$ 38.859 ACRES GENERALLY LOCATED AT THE NORTHEAST CORNER OF VAN BUREN STREET AND 119TH AVENUE, AS SHOWN IN APPLICATION PL-21-0307.

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 $\pm$ 38.859 acres generally located at the northeast corner of Van Buren Street and 119th Avenue, from Mixed Use to High Density Residential and Local Commercial, as shown in Application PL-21-0307 (the “General Plan Amendment”); 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 notices of the public hearings on the General Plan Amendment held before the City of Avondale Planning Commission (the “Commission”) and the City Council were given in the time, form and substance required by ARIZ. REV. STAT. § 9-461.06; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the Commission held a public hearing on the proposed General Plan Amendment on July 20, 2022, after which the Commission recommended approval; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City Council held a public hearing on the proposed General Plan Amendment on August 22, 2022.

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 $\pm$ 38.859 acres generally located at the northeast corner of Van Buren Street and

119th Avenue, as shown in Application PL-21-0307, as depicted on Exhibit A, attached hereto and incorporated herein by reference, from Local Commercial to High 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, August 22, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

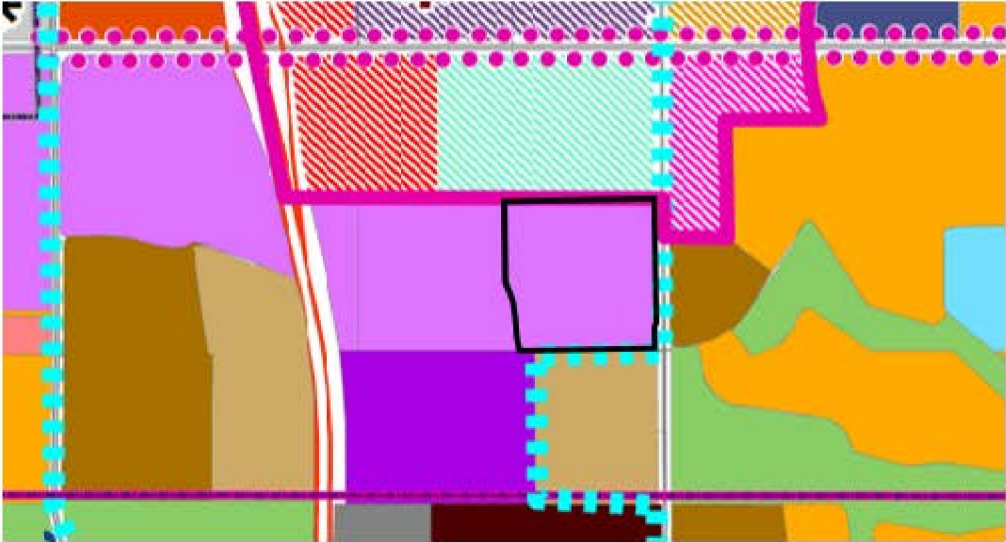
EXHIBIT A
TO
RESOLUTION NO. 1062-0822

[General Plan Amendment Map]

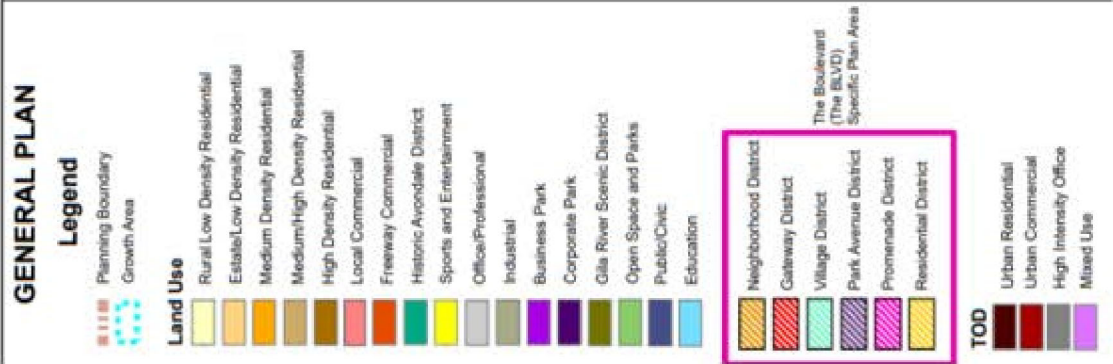
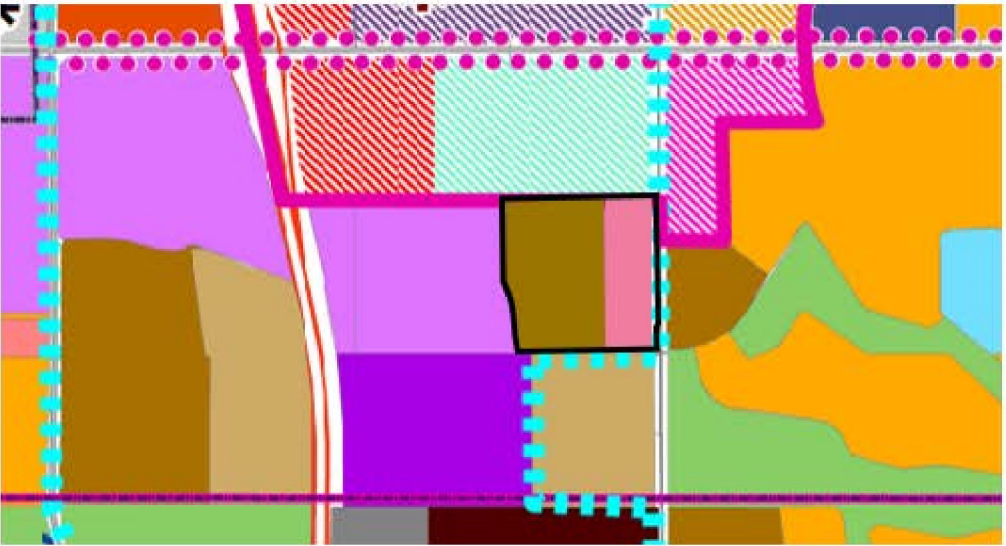
See following page.

General Plan - NEC 119th Ave and Van Buren

Existing:
Mixed Use



Proposed:
High Density Residential and Local Commercial



CITY COUNCIL REPORT

SUBJECT: Infrastructure Improvement Plan and Development Impact Fee Update Process

MEETING DATE: 8/22/2022

TO: Mayor and Council

FROM: Renee Weatherless, Finance & Budget Director, (623) 333-2011

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

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.
- 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.
- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.
- 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.

Development Impact Fees help ensure the funding necessary for the infrastructure needed to maintain city services in the areas of streets, police, fire, parks, water, and wastewater as the city grows and develops.

PURPOSE:

City Council will receive an update on the Development Impact Fee Study process. This item is for discussion only, input and feedback is requested from City Council.

BACKGROUND:

Development Impact fees (DIFs) are assessed on each new development to help offset the cost of infrastructure needed to meet the additional demands of growth for necessary public services. DIFs must be based on the same level of service provided for an existing development in the service area. They are calculated by determining the cost of development-related capital improvements required to provide necessary public services for the proposed development and allocating those costs to various types of developments based on a reasonable nexus between the necessary public services needed to serve the development and the cost of the infrastructure necessary to support those services.

Necessary public services authorized under state statute include: water, wastewater, transportation, library, parks and recreation, fire and emergency service, and police facilities. Necessary public services are owned and operated by the City. Also authorized are certain development fees pledged as the repayment source for City-issued debt issued for capital projects with capacity to serve new development.

The establishment of fees is governed by A.R.S. §9-463.05. On April 26, 2011, Senate Bill 1525 (SB1525) was signed into law which significantly changed A.R.S. §9-463.05. The calculated fee must have a reasonable nexus to the demand for necessary public services created by the development. The city of Avondale classifies developments into categories of residential; commercial/retail; industrial; and office/institutional.

Cities are required to retain the services of a professional consulting firm to assist with the analysis and preparation of the necessary reports in accordance with state statutes.

There are three components of the final DIF document: the land use assumptions (LUA), the infrastructure improvement plan (IIP), and the development fee report. The LUA describes the projected growth in the city based on changes in land use, densities, intensities, and population. The IIP describes, in detail, based upon requirements in the statute, each of the necessary public service facilities to be included in the development fee report. The development fee report details the fee calculation methodology and establishes the fee for each development type (residential, commercial, etc.). The IIP, LUA, and the development fee report are ultimately combined into a single document.

As required by A.R.S. §9-463.05, the City must meet certain public noticing and meeting requirements for each of these components before implementing any new or amended development fees. The City must release the IIP and post it on the City's website at least 60 days before the City Council holds a public hearing on the plan. This work session is being conducted to provide an opportunity for a presentation and discussion of the draft materials before they are posted on the website.

DISCUSSION:

The IIP is a document that is required by statute in order for the City to charge development fees. The IIP identifies the cost of public services necessary to serve new developments and includes the fees that will be charged on new developments. It is developed by qualified professionals using generally accepted engineering and planning practices with the intent that the necessary public services to serve new growth have a rational nexus to the fees charged to provide such new necessary public services. It also contains details required by statute on how each fee is calculated. The City uses the IIP to charge eligible projects, including our own city projects, prior to the issuance of permits.

The City is currently working with Raftelis, a consulting firm, to develop the 2022 LUA and IIP for Parks & Recreation, Fire, Police, Streets, Water and Wastewater facilities. This data will revise the DIFs based on the City of Avondale's 10-year growth projections and capital improvements needed to meet growth requirements. Although the City published this data in 2019, substantial changes in the economy have necessitated that a new LUA and IIP be developed to match the growth of the city with current costs.

The city will be hosting three stakeholder meetings to solicit input from interested parties, including the regional home builder's association, commercial developers, and multifamily developers. The meetings are scheduled for August 30, September 7, and September 15 and will include the city's third-party consultants and key department staff.

BUDGET IMPACT:

Development fees are one-time revenues used to offset City expenditures to construct system improvements needed to accommodate new development. The fees represent future development's proportionate share of infrastructure capacity, and can only be used for capital improvements or debt service for growth-related infrastructure. The development impact fees calculated based on the IIP will impact the city budget for the next 10 years.

RECOMMENDATION:

This information is provided for review and information.

Contact person for document distribution: Robert Baer

City of **AVONDALE**

Development Impact Fees for
Parks/Recreation, Fire, Police, Streets,
Water and Wastewater Facilities

Draft Report

August 17, 2022

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Executive Summary

The City of Avondale (City) retained Raftelis to conduct a comprehensive update to the non-utility and utility system development impact fees (SDFs or fees). Fees were last updated in 2019, including a fee for library facilities being used for debt service. Since the library debt will be paid off this fiscal year, Raftelis recommends suspension of the impact fee for libraries. This report documents the service units and the calculation of the proposed fees. A companion report documents land use assumptions (LUA) and Avondale's infrastructure improvement plan (IIP). The 2022 development impact fees include:

- Park/Recreation Facilities
- Fire Facilities
- Police Facilities
- Streets Facilities
- Water Facilities
- Wastewater Facilities

Impact Fee Definition

Development fees are one-time payments used to construct system improvements needed to accommodate new development. The fees represent future development's proportionate share of infrastructure capacity. Development fees may only be used for capital improvements or debt service for growth-related infrastructure. In contrast to general taxes, development fees may not be used for operations, maintenance, replacement or correcting existing deficiencies. Arizona Revised Statute §9-463.05 (Statute) identifies the specific requirements for municipalities to assess system development fees.

Findings and Conclusions

Figure 1 summarizes the methods and cost components for each type of infrastructure included in Avondale's 2022 DIF update. Arizona's enabling legislation also requires a determination of service areas, within which a substantial nexus exists between public facilities and the development being served. A citywide service area is appropriate for Avondale's parks/recreation, police, fire, and streets facilities.

Figure 1 – Development Fee Methods and Cost Components

Type of Infrastructure	Service Area	Cost Recovery (past improvements)	Incremental Expansion (current standards)	Plan-Based (future improvements)	Cost Allocation
<i>Parks and Recreation</i>	Citywide	Recoupment of General Fund Loan	Improved Parks Acreage		Daytime Population (Persons and Jobs)
<i>Fire</i>	Citywide		Fire Buildings and Apparatus		Functional Population (Persons and Vehicle Trips)
<i>Police</i>	Citywide		Police Vehicles	Police Buildings	Functional Population (Persons and Vehicle Trips)
<i>Streets</i>	Citywide		Intersection Improvements	Growth Share of Arterial Capacity Expansion	Inbound, Primary, Average Daily Vehicle Miles of Travel
<i>Water</i>	Citywide	North Avondale Water Supply		Growth Share of Backbone Facility Expansion	Average and Peak Water Demand [1]
<i>Wastewater</i>	Citywide			Growth Share of Backbone Facility Expansion	Peak Wastewater Flow
[1] Water DIF is comprised of a water resources fee and an infrastructure fee. The water resources fee is calculated using average day demand and the infrastructure fee is calculated on peak day demand.					

Proposed fees per residential dwelling are summarized in Figure 2. Residential fees per dwelling unit are provided for two types of housing. Fees for nonresidential development are listed per square foot of floor area. Proposed fees are provided for three general types of nonresidential development. Industrial includes all goods production and warehouse development. Office/Services includes business service and personal services, such as health care. Commercial (e.g., retail and restaurants) includes the uses found in a typical shopping center, plus eating/drinking places.

Figure 2 – Proposed Non-Utility Development Impact Fees

Citywide Service Area	Parks and Recreation	Fire	Police	Streets	Maximum Supportable	Current Total with Library	Increase or Decrease
<i>Residential (per dwelling)</i>							
Multifamily	\$1,656	\$1,553	\$1,485	\$1,279	\$5,973	\$3,807	\$2,166
Single Family	\$2,329	\$2,184	\$2,089	\$1,790	\$8,392	\$6,394	\$1,998
<i>Nonresidential (per square foot of floor area)</i>							
Industrial	\$0.09	\$0.04	\$0.04	\$0.21	\$0.38	\$0.45	(\$0.07)
Commercial	\$0.16	\$0.65	\$0.62	\$2.50	\$3.93	\$5.55	(\$1.62)
Office/Services	\$0.23	\$0.29	\$0.27	\$1.33	\$2.12	\$2.85	(\$0.73)

Figure 3 - Proposed Water Utility Development Impact Fees

<i>Meter Size</i>	<i>Meter Capacity Ratio [1]</i>	<i>Current Fees</i>	<i>Maximum Supportable</i>	<i>Change - \$</i>
<i>inches</i>				
0.75	1.00	\$3,822	\$3,519	(\$303)
1.00	1.67	6,383	5,865	(518)
1.50	3.33	12,728	11,730	(998)
2.00	5.33	20,372	18,768	(1,604)
3.00	10.67	40,782	37,536	(3,246)
4.00	16.67	63,715	58,650	(5,065)
6.00	33.33	127,392	117,300	(10,092)

[1] American Water Works Association M1 Manual, Principles of Water Rates, Fees, and Charges. 7th Ed.
Based on the meter's maximum allowable safe operating capacity to that of a 3/4" meter.

Figure 4 - Proposed Wastewater Utility Development Impact Fees

<i>Meter Size (inches)</i>	<i>Meter Capacity Ratio [1]</i>	<i>Current Fees</i>	<i>Maximum Supportable</i>	<i>Change - \$</i>
0.75	1.00	\$5,808	\$3,153	(\$2,655)
1.00	1.67	9,700	5,255	(4,445)
1.50	3.33	19,342	10,510	(8,832)
2.00	5.33	30,959	16,816	(14,143)
3.00	10.67	61,976	33,632	(28,344)
4.00	16.67	96,826	52,550	(44,276)
6.00	33.33	193,595	105,100	(88,495)

[1] American Water Works Association M1 Manual, Principles of Water Rates, Fees, and Charges. 7th Ed.
Based on the meter's maximum allowable safe operating capacity to that of a 3/4" meter.

Introduction

Arizona Development Impact Fees

Arizona Revised Statute §9-463.05 (Statute) identifies the specific requirements for municipalities to assess system development fees. DIFs can only be calculated and assessed for expansion-related existing or proposed improvements included in an approved IIP. The IIP must be tied to the LUA or growth projections that is tied to the service area in which fees will be enacted. The Statute also provides for strict notification, public hearing, and implementation schedules, among other provisions. This report provides an IIP and LUA for the various necessary public infrastructure to meet the demands of growth over the next 10-year period, FY 2022 – FY 2031 (LUA period).

Arizona's enabling legislation for development fees (ARS § 9-463.05) calls for three integrated products: 1) Land Use Assumptions (LUA) for at least 10 years, 2) Infrastructure Improvements Plan (IIP), and 3) Development Fees (DIF). Given the State's two-phase adoption process, the LUA and IIP are being reviewed, refined, and approved before focusing on the development fees.

In contrast to many General Plans and Master Plans for specific types of infrastructure, the IIP is limited to 10 years. Another important feature in Arizona's impact fee enabling legislation is the requirement that fees must be based on the same Level-Of-Service (LOS) provided to existing development. LOS to existing development may increase, but not by means of development fees. A final highlight of the enabling legislation is specific limitations on necessary public services. For example, only 10,000 square feet of a new library may be funded with development fees.

Arizona Development Fee Enabling Legislation

Arizona Revised Statutes § 9-463.05 governs how development fees are calculated for municipalities in Arizona. During the state legislative session of 2011, Senate Bill 1525 (SB 1525) was introduced which significantly amended the development fee enabling legislation. The changes included:

- Amending existing development fee programs by January 1, 2012.
- Abandoning existing development fee programs by August 1, 2014.
- New development fee program structure revolving around Land Use Assumptions and Infrastructure Improvements Plan.
- New adoption procedures for the Land Use Assumptions, Infrastructure Improvements Plan, and development fees.
- New definitions, including "necessary public services" which specify what categories and types of infrastructure may be funded with development fees.
- Time limitations in development fee collections and expenditures.
- New requirements for credits, "grandfathering" rules, and refunds.

As documented in this report, the City of Avondale (City) has complied with Arizona's development fee enabling legislation and applicable legal precedents. Development fees are proportionate and reasonably related to the capital improvement demands of new development. Specific costs have been identified using local data and current dollars. With input from City staff, Raftelis determined demand indicators for each type of infrastructure and calculated proportionate share factors to allocate costs by type of development. This report documents the formulas and input variables used to calculate the development fees for each type of public facility. Development fee methodologies also identify the extent to which new development is entitled to various types of credits to avoid potential double payment of growth-related capital costs.

Necessary Public Services

Consistent with Arizona's development fee enabling legislation, development fees may be only used for construction, acquisition or expansion of public facilities that are necessary public services. Necessary public facilities must have a life expectancy of three or more years and be owned or operated on behalf of the municipality.

Evaluation of Credits

New development should not be required to pay twice for the cost of new facilities – once through development fees and again through other taxes or fees that are used to fund the same facilities. To avoid potential double-payment, development fees may be reduced, and such a reduction is referred to as an offset or revenue credit that is incorporated into the development fee calculation. In general, offsets are only required for funding that is dedicated for capacity-expanding improvements of the type addressed by the development fee. A municipality is not required to use general fund revenue to pay for growth-related improvements.

SB 1525 amended the "offset" provision in the state enabling act to add a mandate regarding construction contracting excise tax, as highlighted in the following provision ARS § 9-463.05(B)(12)):

The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection.

Because Avondale does not charge a construction excise tax at a rate higher than for other types of business activities, no such offset is required.

Qualified Professionals

Qualified professionals must prepare the IIP, using generally accepted engineering and planning practices. A qualified professional is defined as "a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education, or experience." Raftelis is a financial consulting firm specializing in the cost of growth services and user charges for utilities. Our services include development fees, infrastructure funding, user fees and cost of service studies. Since 1993, Raftelis has provided consulting services for local governments and utilities across the United States. The total cost of professional services for the 2022 update of impact fees, including all meetings with staff and elected officials, was \$149,426. The cost of professional services was allocated 10% to

parks/recreation, 9% each to police and fire, 15% to streets, 28% to water, and 29% to wastewater facilities.

Methods

In contrast to project-level improvements, development fees fund growth-related infrastructure that will benefit multiple development projects, or the entire jurisdiction (usually referred to as system improvements). There are three general methods for calculating development fees. The choice of a particular method depends primarily on the timing of infrastructure construction (past, concurrent, or future) and service characteristics of the facility type being addressed. Each method has advantages and disadvantages in a particular situation and can be used simultaneously for different cost components.

The process of calculating development impact fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, the calculation of development fees can become complicated due to many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss three basic methods for calculating development fees and how those methods can be applied.

- The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.
- The incremental expansion method documents current infrastructure standards for each type of public facility, using both quantitative and qualitative measures. With de facto standards, there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share to maintain current standards for growth-related infrastructure. Fee revenue will be used to expand or provide additional facilities, as needed to keep pace with new development.
- The plan-based method allocates costs for a specified set of improvements to a specified amount of service units. Improvements are typically identified in a facility master plan and development potential is identified by the land use assumptions. There are two options for determining the cost per service unit: 1) total cost of a public facility can be divided by total demand units (average cost approach), or 2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost approach).

Reliance on City Provided Data

During the course of this project, the City provided Raftelis with a variety of information including financial reports, planning documents, and projected capital expenditures for each fee area. Raftelis has reviewed the data for reasonableness and general representation of cost and related activities. Raftelis did not independently assess or verify the accuracy of such data – historic or projected. We have relied on this data in the formulation of our findings and recommendations, as well as in the preparation of this report. There will be differences between actual and projected data, and these differences may be significant. Therefore, we take no responsibility for the accuracy of data or projections provided by or prepared on behalf of the City, nor does Raftelis have any responsibility for updating this report for

events occurring after the date of this report. Below is a list of the major source documents used for this study:

- Maricopa Association of Government 2022 Economic Data
- Institute of Transportation Engineers Trip Generation Manual
- City of Avondale 2018 Integrated Utility Master Plan
- City of Avondale debt documents
- Infrastructure Improvement Plans by type of public facility

Legal Disclaimer

The City of Avondale retained Raftelis to conduct the DIF study. During the technical review and analysis, Raftelis relied on City data and discussions with City staff to develop the SDFs. In addition, Raftelis used industry-standard resources including data from the Maricopa Association of Governments (MAG) and the Institute of Transportation Engineers (ITE) in the development of growth projections, levels of service, and fees.

These fees have been developed in accordance with the Statute. In calculating the fees for the City, the analysis shows that the proposed fees for each service area provide the additional necessary funding needed for the indicated public services and that the fees bear a reasonable relationship to the burden imposed. If a fee-payer believes the development has a non-standard impact on the City, the fee-payer is responsible to provide written documentation to the City describing the anticipated impact and why application of the standard DIF would not bear a reasonable relationship to the burden imposed.

Parks/Recreation Facilities

ARS § 9-463.05(T)(7)(g) defines the parks and recreation facilities eligible for development fee funding.

“Neighborhood parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development. Park and recreational facilities do not include vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools.”

Input variables for parks/recreation facilities, documented in the IIP, are summarized in the upper portion of Figure PR1. The conversion of costs per service unit into a cost per development unit is also shown in the figure below. For residential development, average number of persons per housing unit provides the necessary conversion. For nonresidential development, average jobs per square foot of floor area are derived from trip generation rates by type of development, published by the Institute of Transportation Engineers (ITE 2022). Additional details on nonresidential prototypes are provided in the LUA report. Proposed development fees for parks/recreation facilities are shown in the column with light green shading.

Figure PR1 – Parks/Recreation Service Units and Fees per Development Unit**Input Variables**

Infrastructure Type	Infrastructure Units	Growth Quantity Over Ten Years	Cost Factor per Unit	IIP Cost (rounded)
Parks and Recreation Facilities	improved acres	15.6	\$431,000	\$6,724,000
Recoupment of General Fund Loan				\$2,500,000
Professional Services for LUA, IIP, and DIF				\$14,943
Total =>				\$9,238,943

Cost Allocation

Residential	92%			
Nonresidential	8%			
Growth 2022 to 2032		Cost per Service Unit	Credit per Service Unit	Net Cost per Service Unit
Residential (persons)	11,992	\$708	\$0	\$708
Nonresidential (jobs)	6,948	\$106	\$0	\$106

Residential Impact Fees (per housing unit) for Parks and Recreation

Type	Persons per Housing Unit	Maximum Parks and Recreation Impact Fees	Current Fees	Increase or Decrease
Multifamily	2.34	\$1,656	\$1,002	\$654
Single Family	3.29	\$2,329	\$1,497	\$832

Nonresidential Impact Fees (per square foot of building floor area) for Parks and Recreation

Type	Jobs per 1,000 Square Feet	Maximum Parks and Recreation Impact Fees	Current Fees	Increase or Decrease
Industrial	0.93	\$0.09	\$0.08	\$0.01
Commercial	1.51	\$0.16	\$0.54	(\$0.38)
Office/Services	2.19	\$0.23	\$0.68	(\$0.45)

Projected Revenue for Parks/Recreation Facilities

Parks/recreation development fee revenue is expected to match the growth cost of infrastructure, which has a ten-year total cost of approximately \$9.2 million (see the upper portion of Figure PR2). The figure below indicates Avondale should receive approximately \$9.2 million in development fee revenue over the next ten years, if actual development matches the land use assumptions. To the extent the rate of development either accelerates or slows down, there will be a corresponding change in the need for infrastructure and development fee revenue.

Figure PR2 – Parks/Recreation Development Fee Revenue

Parks and Recreation Growth Cost Over 10 Years **\$9,238,943**

Parks and Recreation Impact Fee Revenue

		<i>Average Residential</i> \$2,173 per housing unit	<i>Industrial</i> \$90 per 1000 Sq Ft	<i>Commercial</i> \$160 per 1000 Sq Ft	<i>Office/Services</i> \$230 per 1000 Sq Ft
		<i>Housing Units</i>	<i>KSF</i>	<i>KSF</i>	<i>KSF</i>
Base	2022	29,911	2,900	7,800	4,600
Year 1	2023	30,318	3,000	8,000	4,800
Year 2	2024	30,724	3,000	8,300	4,900
Year 3	2025	31,130	3,100	8,500	5,000
Year 4	2026	31,536	3,200	8,700	5,200
Year 5	2027	31,942	3,300	8,900	5,300
Year 6	2028	32,349	3,400	9,200	5,400
Year 7	2029	32,755	3,500	9,400	5,600
Year 8	2030	33,160	3,500	9,600	5,700
Year 9	2031	33,489	3,600	9,800	5,800
Year 10	2032	33,818	3,700	10,000	5,900
<i>Ten-Yr Increase</i>		3,907	800	2,200	1,300
Projected Revenue =>		\$8,490,000	\$72,000	\$352,000	\$299,000
Total Revenue Over 10 Years (rounded) =>		\$9,213,000			

Fire Facilities

Input variables for fire facilities, documented in the IIP, are summarized in the upper portion of Figure F1. The conversion of costs per service unit into a cost per development unit is also shown in the figure below. For residential development, average number of persons per housing unit provides the necessary conversion. For nonresidential development, average weekday, inbound, primary, vehicle trips per square foot of floor area are derived from trip generation rates by type of development, published by the Institute of Transportation Engineers (ITE 2022). Additional details on nonresidential prototypes are provided in the LUA report. Proposed development fees for fire facilities are shown in the column with light orange shading.

Figure F1 – Fire Service Units and Fees per Development Unit

Input Variables

Infrastructure Type	Infrastructure Units	Growth Quantity Over Ten Years	Cost Factor per Unit	IIP Cost (rounded)
Fire Buildings	square feet	11,240	\$668	\$7,508,000
Fire Vehicles (3+ years of useful life)	count	6	\$386,800	\$2,321,000
Professional Services for LUA, IIP, and DIF				\$13,448
Total =>				\$9,842,448

Cost Allocation

Residential	81%			
Nonresidential	19%			
Growth 2022 to 2032		Cost per Service Unit	Revenue Credit per Service Unit	Net Cost per Service Unit
Residential (persons)	11,992	\$664	\$0	\$664
Nonresidential (vehicle trips)	34,599	\$54	\$0	\$54

Residential Impact Fees (per housing unit) for Fire

Type	Persons per Housing Unit	Maximum Supportable Fire Impact Fees	Current Fees	Increase or Decrease
Multifamily	2.34	\$1,553	\$519	\$1,034
Single Family	3.29	\$2,184	\$775	\$1,409

Nonresidential Impact Fees (per square foot of floor area) for Fire

Type	Avg Wkdy Veh Trip Ends per 1,000 Sq Ft	Trip Adjustment Factors	Maximum Supportable Fire Impact Fees	Current Fees	Increase or Decrease
Industrial	1.71	50%	\$0.04	\$0.05	(\$0.01)
Commercial	37.01	33%	\$0.65	\$0.78	(\$0.13)
Office/Services	10.84	50%	\$0.29	\$0.31	(\$0.02)

Projected Revenue for Fire Facilities

Fire development fee revenue is expected to match the growth cost of fire infrastructure, which has a ten-year total cost of approximately \$9.8 million (see the upper portion of Figure F2). The figure below indicates Avondale should receive approximately \$9.8 million in fire development fee revenue over the next ten years, if actual development matches the land use assumptions. To the extent the rate of development either accelerates or slows down, there will be a corresponding change in the need for infrastructure and development fee revenue.

Figure F2 – Fire Development Fee Revenue

Fire Facilities Growth Cost Over 10 Years => **\$9,842,448**

Fire Facilities Impact Fee Revenue

		Average Residential \$2,038 per housing unit	Industrial \$40 per 1000 Sq Ft	Commercial \$650 per 1000 Sq Ft	Office/Services \$290 per 1000 Sq Ft
		<i>Housing Units</i>	<i>KSF</i>	<i>KSF</i>	<i>KSF</i>
Base	2022	29,911	2,900	7,800	4,600
Year 1	2023	30,318	3,000	8,000	4,800
Year 2	2024	30,724	3,000	8,300	4,900
Year 3	2025	31,130	3,100	8,500	5,000
Year 4	2026	31,536	3,200	8,700	5,200
Year 5	2027	31,942	3,300	8,900	5,300
Year 6	2028	32,349	3,400	9,200	5,400
Year 7	2029	32,755	3,500	9,400	5,600
Year 8	2030	33,160	3,500	9,600	5,700
Year 9	2031	33,489	3,600	9,800	5,800
Year 10	2032	33,818	3,700	10,000	5,900
Ten-Yr Increase		3,907	800	2,200	1,300
Projected Revenue =>		\$7,962,000	\$32,000	\$1,430,000	\$377,000
Total Revenue Over 10 Years (rounded) =>					\$9,801,000

Police Facilities

ARS § 9-463.05(T)(7)(f) defines the police and fire facilities eligible for development fee funding.

“Fire and Police facilities, including all appurtenances, equipment and vehicles. Fire and Police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation.”

Input variables for police, as documented in the IIP, are summarized in the upper portion of Figure P1. The conversion of infrastructure costs per service unit into a cost per development unit is also shown in the figure below. For residential development, average number of persons per dwelling provides the necessary conversion. For nonresidential development, trip generation rates by type of development are from the Institute of Transportation Engineers (ITE 2022). To ensure the analysis is based on travel demand associated with nonresidential development in Avondale, trip ends (entering and exiting) are converted to inbound, primary trips, using trip adjustment factors. For Industrial and Office/Services, a basic adjustment of 50% is applied. Because commercial development attracts “pass-by” trips, the adjustment factor for commercial is only 33%, based on the average pass-by factor for shopping centers. Maximum supportable development fees for police facilities are shown in the column with blue shading.

Figure P1 – Police Service Units and Fees per Development Unit**Input Variables**

Infrastructure Type	Infrastructure Units	Growth Quantity Over Ten Years	Cost Factor per Unit	IIP Cost (rounded)
Police Buildings	square feet	8,000	\$998	\$7,984,000
Police Vehicles (3+ years of useful life)	count	23	\$61,200	\$1,408,000
Professional Services for LUA, IIP, and DIF				\$13,448
Total =>				\$9,405,448

Cost Allocation

Residential	81%			
Nonresidential	19%			
Growth 2022 to 2032		Cost per Service Unit	Revenue Credit per Service Unit	Net Cost per Service Unit
Residential (persons)	11,992	\$635	\$0	\$635
Nonresidential (vehicle trips)	34,599	\$51	\$0	\$51

Residential Impact Fees (per housing unit) for Police

Type	Persons per Housing Unit	Maximum Supportable Police Impact Fees	Current Fees	Increase or Decrease
Multifamily	2.34	\$1,485	\$557	\$928
Single Family	3.29	\$2,089	\$832	\$1,257

Nonresidential Impact Fees (per square foot of floor area) for Police

Type	Avg Wkdy Veh Trip Ends per KSF	Trip Adjustment Factors	Maximum Supportable Police Impact Fees	Current Fees	Increase or Decrease
Industrial	1.71	50%	\$0.04	\$0.06	(\$0.02)
Commercial	37.01	33%	\$0.62	\$0.83	(\$0.21)
Office/Services	10.84	50%	\$0.27	\$0.32	(\$0.05)

Projected Revenue from Police Fees

The revenue projection shown below assumes implementation of the maximum supportable police fees and that development in the service area over the next ten years is consistent with the land use assumptions. To the extent the rate of development either accelerates or slows down, there will be a corresponding change in the impact fee revenue. The police fee revenue projection in Figure P2 (\$9.4 million over ten years) approximates the growth cost of planned system improvements to be funded with development fees.

Figure P2 – Police Fee Revenue Projection

Ten-Year Need for Growth-Related Police Facilities => **\$9,405,448**

Police Impact Fee Revenue

		Average Residential \$1,949 per housing unit	Industrial \$40 per 1000 Sq Ft	Commercial \$620 per 1000 Sq Ft	Office/ Services \$270 per 1000 Sq Ft
		Housing Units	KSF	KSF	KSF
Base	2022	29,911	2,900	7,800	4,600
Year 1	2023	30,318	3,000	8,000	4,800
Year 2	2024	30,724	3,000	8,300	4,900
Year 3	2025	31,130	3,100	8,500	5,000
Year 4	2026	31,536	3,200	8,700	5,200
Year 5	2027	31,942	3,300	8,900	5,300
Year 6	2028	32,349	3,400	9,200	5,400
Year 7	2029	32,755	3,500	9,400	5,600
Year 8	2030	33,160	3,500	9,600	5,700
Year 9	2031	33,489	3,600	9,800	5,800
Year 10	2032	33,818	3,700	10,000	5,900
Ten-Yr Increase		3,907	800	2,200	1,300
Projected Revenue =>		\$7,615,000	\$32,000	\$1,364,000	\$351,000
Total Projected Revenues (rounded) =>		\$9,362,000			

Street Facilities

ARS § 9-463.05(T)(7)(e) defines the facilities and assets which can be included in the Street Facilities IIP.

“Street facilities located in the service area, including arterial or collector streets or roads that have been designated on an officially adopted plan of the municipality, traffic signals and rights-of-way and improvements thereon.”

Development Fees for Streets

Figure S1 indicates key input variables at the top, which are documented in Avondale’s LUA and IIP report. Proposed fees are equal to the Vehicle Miles of Travel (VMT) by development category multiplied by the cost factor of \$1,011 per VMT. For example, the DIF for an average single family residential unit is derived from the formula below.

$$9.43 \times 0.61 \times 1.14 \times 0.27 \times \$1011 = \$1,790 \text{ (truncated)}$$

Figure S1 – Streets Development Fee Schedule for Avondale

Input Variables		Arterial Lane Miles	Cost per Lane Mile	IIP Costs			
Growth Cost of Capacity Expansion		3.0	\$2,500,000	\$7,500,000			
		Improved Intersections	Avg Cost per Intersection				
		3	\$2,295,000	\$6,885,000			
		Professional services for LUA, IIP, and DIF		\$22,414			
		Total IIP Cost Over Ten Years		\$14,407,414			
VMT Increase Over 10 Years		14,237					
Average Miles per Trip		0.27					
Growth Cost per VMT		\$1,011					
Residential (per dwelling unit) for Streets							
ITE Code	Type	Avg Wkdy Veh Trip Ends per Dwelling	Trip Rate Adjustment	Trip Length Adjustment	Maximum Supportable Streets Impact Fees	Current Fees	Increase or Decrease
220	Multifamily	6.74	61%	114%	\$1,279	\$1,649	(\$370)
210	Single Family	9.43	61%	114%	\$1,790	\$3,171	(\$1,381)
Nonresidential (per square foot of floor area) for Streets							
ITE Code	Type	Avg Wkdy Veh Trip Ends per 1,000 Sq Ft	Trip Rate Adjustment	Trip Length Adjustment	Maximum Supportable Streets Impact Fees	Current Fees	Increase or Decrease
150	Industrial	1.71	50%	90%	\$0.21	\$0.25	(\$0.04)
820	Commercial	37.01	33%	75%	\$2.50	\$3.31	(\$0.81)
710	Office/Services	10.84	50%	90%	\$1.33	\$1.43	(\$0.10)

Projected Revenue from Street Fees

The revenue projection shown below assumes implementation of the maximum supportable street fees and that development in the service area over the next ten years is consistent with the land use assumptions. To the extent the rate of development either accelerates or slows down, there will be a corresponding change in the impact fee revenue. The street fee revenue projection in Figure S2 of almost \$14 million over ten years, approximates the growth cost of planned system improvements to be funded with development fees.

Figure S2 – Projected Street Fee Revenue

Ten-Year Cost of Street Facilities

Growth Cost => **\$14,407,414**

Streets Impact Fee Revenue

		<i>Average-Size Residential</i>	<i>Industrial</i>	<i>Commercial</i>	<i>Office/Services</i>
		\$1,680 per housing unit	\$210 per 1000 Sq Ft	\$2,500 per 1000 Sq Ft	\$1,330 per 1000 Sq Ft
<i>Year</i>		<i>Hsg Units</i>	<i>KSF</i>	<i>KSF</i>	<i>KSF</i>
Base	2020	29,911	2,900	7,800	4,600
Year 1	2021	30,318	3,000	8,000	4,800
Year 2	2022	30,724	3,000	8,300	4,900
Year 3	2023	31,130	3,100	8,500	5,000
Year 4	2024	31,536	3,200	8,700	5,200
Year 5	2025	31,942	3,300	8,900	5,300
Year 6	2026	32,349	3,400	9,200	5,400
Year 7	2027	32,755	3,500	9,400	5,600
Year 8	2028	33,160	3,500	9,600	5,700
Year 9	2029	33,489	3,600	9,800	5,800
Year 10	2030	33,818	3,700	10,000	5,900
<i>10-Yr Increase</i>		3,907	800	2,200	1,300
Projected Revenue =>		\$6,564,000	\$168,000	\$5,500,000	\$1,729,000
Total Revenue (rounded) =>					\$13,961,000

Water Facilities

ARS §9-463.05.T.7(a) defines the facilities and assets which can be included in the Water Facilities IIP:

“Water facilities, including the supply, transportation, treatment, purification and distribution of water, and any appurtenances for those facilities”

The City provides potable water with water supply consisting of a combination of ground water sources. The entire water system infrastructure includes water resources, wells, transmission, distribution, storage, administrative facilities, vehicles, and equipment including meters. The City’s water system serves the land areas north of the Estrella Mountains, excluding a small area in the northwest corner of the City limits. This area is served by a private water utility. The following provides an analysis of the resource and facility costs included in the IIP and DIF calculations.

The calculation of the water facilities DIF was based on information provided by staff in addition to the City’s 2018 Integrated Utility Master Plan Report (IUMP).

Projected Service Units

ARS §9-463.05 (E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS §9-463.05 (E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

It is projected that there will be an additional 3,907 dwelling units added within the City by 2032. Using the maximum day water demand per DU of 743 gpd, the projected residential peak demand will increase 2.9 mgd ($743 \times 3,907 = 2,902,901$ gpd). It is estimated that the 6.92 mgd added capacity will serve approximately 9,314 DU ($6,900,000$ gpd / 743 gpd per DU = $9,314$ DU).

Figure W1 shows the development of the current demand projection, projected demands and the total DU added during the study period. It also shows the DU that will be served by existing available capacity and the capacity added by the IIP. The current system operates above the firm capacity of 17.7 mgd so there is no existing available capacity to serve growth.

Figure W1 – Projected Added Dwelling Units and Water Demand Forecast

Line No	Description	Units
Current Dwelling Units and Demand		
1	Current 2022 DU	29,911
2	Demand per EDU, gpd	450
3	Current Ave Day Demand, gpd	13,459,950
4	Maximum Day Peak Factor	1.41
5	Avg Day of Maximum Month, gpd (Line 3 x Line 4)	18,960,633
6	Current Firm Capacity, gpd	17,700,000
7	Existing Capacity Available for Growth, gpd (Line 6 - Line 5)	0
Added Capacity		
8	Added DU, 2022 - 2032	3,907
9	Average Day Demand	450
10	Planning Maximum Day Factor	1.65
11	Maximum Day Demand per DU, gpd	743
12	Added System Maximum Day Demand, gpd (Line 8 x Line 11)	2,902,901
13	Additional Capacity Needed for Growth (Line 12 - Line 7)	2,902,901
14	DU Served by Existing Available Capacity (Line 7 / Line 11)	0
15	DU Served by 10-Year IIP (Line 13 / Line 11)	3,907
16	Total Added DU	3,907
17	DU Served by Full 6.92 mgd Capacity Addition	9,314

Development Fees for Water Facilities

The proposed water development impact fee (DIF) consists of an infrastructure component and a resources component. The only difference between these two components is the measurement of capacity. Infrastructure projects are stated in peak day gallons per day while the resource projects are stated in terms of annual demand or acre-feet. The two fees are calculated separately but are combined into one fee. The equations below illustrate the differences.

$$\frac{\text{Infrastructure Projects}}{\text{Added Well Capacity (gpd)}} \times 3/4" \text{ Equiv Peak Demand (gpd)} = \text{Infrastructure DIF}$$

$$\frac{\text{Water Resource Projects}}{\text{Added Supply (Acre - Feet)}} \times 3/4" \text{ Equiv. Average Day Demand (AF)} = \text{Resources DIF}$$

$$\text{Infrastructure DIF} + \text{Resources DIF} = \text{Total Water DIF}$$

Total added well capacity was used as the basis for determining the unit cost of capacity. The 3/4" equivalent demands are analyzed using the same unit measurements as the unit cost of capacity calculation. This is to maintain the rational nexus between the cost of facilities and the cost to serve a new customer. For example, if the unit cost of treatment facilities is measured using design peak day demand parameter in gallons per day (gpd), then the new customer demands should also be measured in peak day gpd to calculate the fee.

Infrastructure project costs total approximately \$27.0 million. Included in this total is the DIF-related costs associated North Avondale Water Supply Project (NAWS) of \$4,419,000. The \$4,419,000 is the sum of the total principal and interest costs of the project. This project has a capacity of 6 million gallons per day (mgd) with 1 mgd currently in use. Therefore, the principal and interest payments included in the fee are reduced to 5/6 of the total value. This represents the remaining value of capacity for growth. The infrastructure costs are decreased by the FY21 beginning balance of \$1.1 million. Net infrastructure costs total \$25.9 million. The City will be securing an additional 6,882 acre-feet of water resources to meet future demand. This includes additional storage/recharge capacity at the New River-Agua Fria River Underground Storage Project (NAUSP) operated by Salt River Project (SRP) from the City of Chandler. This provides Avondale additional recharge capability and will alleviate the need for a water surface treatment plant. The water resource projects total \$10.0 million. Figure W2 details the water DIF calculation.

Figure W2 – Calculation of Water Development Impact Fee

Description	Total Cost	Capacity Added (mgd)	Percent Growth-Related	Growth-Related Costs
Growth-Related Infrastructure Projects				
Well #33 The BLVD Well & Transmission	\$2,880,000	1.73	100.0%	\$2,880,000
Well at 107th & Encanto - SRP Shared Well Cost in Design	455,000	1.73	100.0%	455,000
McDowell Rd 16-inch Waterline - Avondale to 99th Ave	2,650,000		25%	662,500
99th Ave Waterline - Thomas to Encanto	956,000		100%	956,000
Garden Lakes Site - 2nd Reservoir & Booster Improvements	8,358,000		100.0%	8,358,000
Future Well	2,700,000	1.73	100.0%	2,700,000
Nitrate Removal System for Coldwater Booster Station	5,545,000		100.0%	5,545,000
16-inch WL Dysart Road – Illini to Roeser	1,000,000		52.0%	520,000
16-inch WL El Mirage, Elwood to Lower Buckeye	900,000		25.0%	225,000
16-inch WL 107th – Jones to Superior	500,000		25.0%	125,000
16-inch WL 107th Ave, Superior to Lower Buckeye	700,000		25.0%	175,000
Dysart Rd. Waterline - Roeser Alignment to Southern	1,000,000		63.0%	630,000
Northside Booster Well Site - Land Purchase & DCR	75,000	1.73	100.0%	75,000
NAWS Project (Impact Fee Portion, P&I) [1]	3,682,500		100.0%	3,682,500
Total Growth-Related Projects/Expansion Capacity Share	\$31,401,500			\$26,989,000
Less: FY21 Ending Fund Balance	(\$1,134,326)			(\$1,134,326)
Net Growth-Related Projects/Expansion Capacity Share	\$30,267,174			\$25,854,674
10-Year Capacity Added, mgd		6.92		
Unit Cost of Capacity, \$ per gpd				\$3.74
Average Day Water Demand 3/4" Meter, gpd [2]		450.00		
Maximum Day Peaking Factor [3]		1.65		
Peak Demand, gpd		743		
Water Infrastructure Development Fee				\$2,776
Growth-Related Resource Projects				
		Acre-Feet		
New River-Agua Fria River Underground Storage Project (NAUSP)	\$7,200,000	6,000	100.0%	7,200,000
White Mountain Apache Tribe Water Settlement	2,800,000	882	100.0%	2,800,000
Total Growth-Related Projects/Expansion Capacity Share	\$10,000,000			\$10,000,000
10-Year Capacity Added, Acre-Feet		6,882		
10-Year Capacity Added, thousand gallons		2,242,507		
Unit Cost of Capacity, \$ per 1,000 gallons				\$4.46
Annual Water Demand, 1,000 gallons		164.3		
Water Resources Development Fee				\$732
Plus: Cost of Professional Services, \$ per 3/4" Equivalent				\$11
Water Development Fee, \$ per 3/4" Equivalent				\$3,519
Existing Fee				\$3,822
Difference - %				(\$303)

[1] Total P&I of project reimbursed from impact fees portion of \$4,419,000 multiplied by remaining 5 mgd of the 6 mgd capacity

[2] From 2018 Utility Master Plan, page 2-10. Represents metered demand from all 3/4" meters regardless of customer class.

[3] From 2018 Utility Master Plan, page 2-13.

Water DIFs are assessed by meter size and increase based on the AWWA 3/4-inch meter capacity relationships. One DU is equated to a 3/4-inch meter, which is the smallest and most common meter size available. Figure W3 shows the calculated fees by meter size using AWWA equivalent ratios and are the same as the City's existing equivalent ratios.

Table W3 – Comparison of Current and Maximum Supportable Water DIFs

Meter Size <i>inches</i>	Meter Capacity Ratio [1]	Current Fees	Maximum Supportable	Change - \$
0.75	1.00	\$3,822	\$3,519	(\$303)
1.00	1.67	6,383	5,865	(518)
1.50	3.33	12,728	11,730	(998)
2.00	5.33	20,372	18,768	(1,604)
3.00	10.67	40,782	37,536	(3,246)
4.00	16.67	63,715	58,650	(5,065)
6.00	33.33	127,392	117,300	(10,092)

[1] American Water Works Association M1 Manual, Principles of Water Rates, Fees, and Charges. 7th Ed.
Based on the meter's maximum allowable safe operating capacity to that of a 3/4" meter.

Projected Revenue from Water Facilities Fees

The revenue projection shown below assumes implementation of the maximum supportable water facility fees and that development in the service area over the next ten years is consistent with the land use assumptions. Figure W4 shows the maximum daily demand based on the increase in DU per year for the 10-year planning period. The water facility fee revenue projection in Figure W4 (\$13.7 million) approximates the growth cost of planned system improvements to be funded with development fees. Because the capacity added will serve development beyond the 10-year time frame, fee revenue will continue to be collected commensurate with the additional growth.

Table W4 - Projected Water Facilities Fees Revenue

10-Year Cost of Water Utility Facilities

Growth Cost => \$35,854,674

Water Utility Impact Fee Revenue

		Added Annual Demand <i>1,000 gal</i>	Added Maximum Day Demand <i>gpd</i>	3/4" Eq. Meters \$3,519 Dwelling Units
Year				
Base	2022	4,912,882	18,960,633	29,911
Year 1	2023	4,979,732	19,263,034	30,318
Year 2	2024	5,046,417	19,564,692	30,724
Year 3	2025	5,113,103	19,866,350	31,130
Year 4	2026	5,179,788	20,168,008	31,536
Year 5	2027	5,246,474	20,469,666	31,942
Year 6	2028	5,313,323	20,772,067	32,349
Year 7	2029	5,380,009	21,073,725	32,755
Year 8	2030	5,446,530	21,374,640	33,160
Year 9	2031	5,500,568	21,619,087	33,489
Year 10	2032	5,554,607	21,863,534	33,818
10-Yr Increase		641,725	2,902,901	3,907

Projected Revenue (Rounded)=>

\$13,748,733

[1] $641,725 \text{ kgal} \times \$4.46 + 2,902,901 \text{ gpd} \times \$3.74 + \$11 \times 3,907 = \$13,749,370$

Variance due to rounding.

Wastewater Utility Fees

ARS §9-463.05.T.7(b) defines the facilities and assets which can be included in the Wastewater Facilities IIP:

“Wastewater facilities, including collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances for those facilities”

The City provides central wastewater collection, treatment, and disposal service throughout the service area limits. The wastewater service area includes the northern municipal planning area down to the Estrella Mountains. The service area includes sections that are served by septic systems.

The calculation of the wastewater facilities DIF was based on information provided by staff in addition to the City’s 2018 Integrated Utility Master Plan Report (IUMP).

The current fee includes two components; a collection system fee and a wastewater treatment fee. Raftelis recommends eliminating the existing collection system DIF. The City’s collection system currently has capacity to serve new development and there is no outstanding costs recoverable from DIFs associated with those facilities.

Projected Service Units

ARS §9-463.05 (E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS §9-463.05 (E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

It is projected that there will be an additional 3,907 residential dwelling units built within the City by 2037. Using the MMADF per dwelling unit of 207 gpd, it is estimated that there will be an increase in projected contributed peak wastewater flow of 0.85 mgd ($218 \times 3,907 = 1,210,000$ gpd).

Figure WW1 shows the development of the current annual average daily flow projections, projected average daily and MMADF flow, and the total DU added during the study period. It also shows the DU that will be served by existing available capacity and the capacity added by the IIP.

Figure WW1 – Projected Added Dwelling Units and Wastewater Flows Forecast

Line No	Description	Units
Current Dwelling Units and Demand		
1	Current 2022 DU	29,911
2	Demand per DU, gpd	218.00
3	Current Ave Day Demand, gpd	6,520,598
4	MMADF Peak Factor	1.04
5	Avg Day of Maximum Month, gpd (Rounded) (Line 4 x Line 3)	6,751,000
6	Current Firm Capacity, gpd	7,200,000
7	Existing Capacity Available for Growth, gpd (Line 6 - Line 5)	449,000
Added Demand [1]		
8	Added DU, 2023 - 2032	3,907
9	Average Day Demand	207
10	Planning MMADF factor	1.05
11	MMADF per DU, gpd (Line 9 x Line 10)	218
12	Added MMADF, gpd	851,726
13	Additional Capacity Needed for Growth, gpd (Line 12 - Line 7)	402,726
14	DU Served by Existing Available Capacity (Line 7 / Line 11)	2,060
15	DU Served by 10-Year IIP (Line 13 / Line 11)	1,847
16	Total Added DU	3,907
17	DU Served by Full 2.4 mgd Capacity Addition	11,009

[1] The new WWTP adds a total of 2.4 mgd of capacity.

Development Fees for Wastewater Facilities

ARS §9-463.05 (E)(3) requires:

A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.

The City's existing treatment capacity is a maximum month average daily flow (MMADF) of 9.0 mgd. As shown on Figure WW1, the 2016 average annual daily flow to the WRF is 5.6 mgd. In 2021, the average annual daily flow increased from 5.6 mgd to 6.5 mgd. The MMADF in 2021 was 6.75 mgd.

Under existing Arizona law, only 80% of the total capacity can be used, or 7.2 MGD. The remaining capacity of 0.45 mgd of additional capacity available for growth. The City has plans for a 3.0 mgd expansion to the Avondale Water Reclaimed Facility (WRF). Also under existing Arizona law, only 80% of the total capacity can be used, giving an additional planned capacity of 2.40 MGD.

Including both the additional capacity available from the existing facility of 0.45 mgd and the planned expansion of 2.40 MGD, the City's wastewater treatment has 2.85 mgd of available wastewater capacity

to serve growth. Of that 2.85 mgd capacity, 0.85 mgd will be required to serve growth over the 15-year period. The estimated cost of the additional capacity is approximately \$79.6 million.

Like water, unit cost of capacity in gallons per day based on the design capacity of the plant (Maximum Month Average Day Flow MMADF). The MMADF for a ¾" equivalent serves as a proxy for its potential capacity. This value is based on the average water demands multiplied by a return factor and the MMADF peak flow factor. The return factor represents the portion of water usage that returns to the WWTP. The equation below summarizes the calculation of the wastewater DIF. Figure WW2 details the wastewater DIF calculation.

$$\frac{\text{Infrastructure Projects}}{\text{Added Well Capacity (gpd)}} \times 3/4" \text{ Equiv Peak Return Flow (gpd)} = \text{Infrastructure DIF}$$

Figure WW2 – Calculation of Wastewater Development Fee

Description				Cost of Capacity
WWTP Phase 2				\$79,590,000
Less: FY21 Ending Fund Balance				(6,438,870)
Total Existing and Growth-Related WWTP Costs				\$73,151,130
WWTP Capacity, MMADF, mgd [1,2]				
Phase 2 Capacity Addition	80.0%	3.00	2.40	
Total WWTP Capacity, mgd				2.40
Unit Cost of Capacity, \$ per mgd				\$30.48
Average Day Water Demand, gpd [3]				450
Return Factor [3]				46%
MMADF Peaking Factor [3]				1.05
MMADF Flow per DU, gpd [4]				218.00
Wastewater Development Fee, \$ per 3/4" Equivalent				\$6,645
Plus: Cost of Professional Services, \$ per 3/4" Equivalent				\$11
Wastewater Development Fee, \$ per 3/4" Equivalent				\$6,656
Existing Fee				\$5,808
Difference - %				\$848

[1] MMADF: Maximum Month average day flow

[2] mgd: million gallons per day

[3] From Table 2-10 of Carollo 2018 Integrated Utility Master Plan

[4] A dwelling unit is assumed to be demands through a 3/4" equivalent meter

As stated above, the City's wastewater treatment plant has existing capacity (0.45 mgd) to serve growth. This existing capacity has been funded through previous DIF revenues and other sources. As a result, future capacity should not be responsible for that portion of costs. Raftelis adjusted the fee in Figure WW2 to account for this difference which is shown in Figure WW3.

Figure WW3 – Calculation of Adjusted Wastewater DIF

Line No	Description	Units
1	Current Firm Capacity, gpd	7,200,000
2	Avg Day of Maximum Month, gpd	6,751,000
3	Capacity Available in Existing Facilities	449,000
4	Capacity Needed for 10-Year Growth (2023 - 2032), gpd	851,726
5	<i>Net New Capacity Needed for 10-Year Growth, gpd (Line 4 - Line 3)</i>	402,726
6	Unit Cost of Facilities, \$ per gpd	\$30.48
7	Total Value of Net New Capacity Required	\$12,274,942
8	Total Added DU, 2023 - 2032	3,907
9	Wastewater DIF, \$ DU (Line 7/Line 8)	\$3,142
10	Plus: Cost of Study per DU	\$11
11	Adjusted Wastewater DIF, \$ per DU	\$3,153
12	Calculated Development Fee, \$ per DU	\$6,656
13	Variance - \$	(\$3,503)

Wastewater DIFs are assessed by water meter size and increase based on the AWWA 3/4-inch meter capacity relationships. One DU is equated to a 3/4-inch meter, which is the smallest and most common meter size available. Figure WW4 shows the calculated fees by meter size using AWWA equivalent ratios and are the same as the City's existing equivalent ratios. Figure WW4 compares the current DIFs to the calculated maximum supportable DIFs

Figure WW4 – Comparison of Current and Maximum Supportable Wastewater DIFs

Meter Size (inches)	Meter Capacity Ratio [1]	Current Fees	Maximum Supportable	Change - \$
0.75	1.00	\$5,808	\$3,153	(\$2,655)
1.00	1.67	9,700	5,255	(4,445)
1.50	3.33	19,342	10,510	(8,832)
2.00	5.33	30,959	16,816	(14,143)
3.00	10.67	61,976	33,632	(28,344)
4.00	16.67	96,826	52,550	(44,276)
6.00	33.33	193,595	105,100	(88,495)

[1] American Water Works Association M1 Manual, Principles of Water Rates, Fees, and Charges. 7th Ed.
Based on the meter's maximum allowable safe operating capacity to that of a 3/4" meter.

Projected Revenue from Wastewater Facilities Fees

The revenue projection shown below assumes implementation of the maximum supportable wastewater facility fees and that development in the service area over the next ten years is consistent with the land use assumptions. Figure WW4 shows the average daily flow based on the increase in DU per year for the 10-year planning period. The wastewater facility fee revenue projection in Figure WW5 (\$12.3 million) approximates the growth cost of planned system improvements to be funded with development fees. Because the capacity added will serve development beyond the 10-year time frame, fee revenue will continue to be collected commensurate with the additional growth.

Figure WW5 – Projected Wastewater Facilities Fees Revenue

10-Year Cost of Wastewater Utility Facilities

Total Growth Cost => \$73,151,130

Wastewater Utility Impact Fee Revenue

		Added MMADF Flow	3/4" Eq. Meters \$3,153 Dwelling Units
Year		gpd	
Base	2022	6,751,000	29,911
Year 1	2023	6,839,726	30,318
Year 2	2024	6,928,234	30,724
Year 3	2025	7,016,742	31,130
Year 4	2026	7,105,250	31,536
Year 5	2027	7,193,758	31,942
Year 6	2028	7,282,484	32,349
Year 7	2029	7,370,992	32,755
Year 8	2030	7,459,282	33,160
Year 9	2031	7,531,004	33,489
Year 10	2032	7,602,726	33,818
Less Available Capacity		(449,000)	
10-Yr Increase [1]		402,726	3,907
Projected Revenue (Rounded)=>			\$12,318,771
[1] 402,726 MMADF gpd x \$30.48 per gpd + \$11 * 3,907 DU = \$12,317,920			
Variance due to rounding			

City of **AVONDALE**

Land Use Assumptions and Infrastructure
Improvements Plan for Parks/Recreation,
Fire, Police, Streets, Water, and Wastewater
Facilities

Draft Report

August 17, 2022

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DRAFT

Introduction

Arizona Revised Statutes (ARS) §9-463.05 governs how Development Impact Fees (DIF) are calculated for municipalities in Arizona. The enabling legislation calls for three integrated products: 1) Land Use Assumptions (LUA) for at least 10 years, 2) Infrastructure Improvements Plan (IIP), and 3) Development Impact Fees (DIF). Because Arizona requires a two-phase adoption process, the LUA and IIP will be reviewed, refined, and approved before focusing on impact fees.

According to requirements of Arizona's enabling legislation, DIF may be only used for construction, acquisition or expansion of public facilities that are necessary public services. "Necessary public service" means any of the following categories of facilities that have a life expectancy of three or more years and that are owned and operated by or on behalf of the municipality.

- Water Facilities
- Wastewater Facilities
- Storm Water, Drainage, and Flood Control Facilities
- Library Facilities
- Streets Facilities
- Fire and Police Facilities
- Parks and Recreational Facilities
- Any facility that was financed before June 1, 2011 and that meets the following requirements:
 1. impact fees were pledged to repay debt service obligations related to the construction of the facility.
 2. After August 1, 2014, any impact fees collected are used solely for the payment of principal and interest on the portion of the bonds, notes, or other debt service obligations issued before June 1, 2011 to finance construction of the facility.

Infrastructure Improvements Plan

Development fees must be calculated pursuant to an Infrastructure Improvements Plan (IIP). For each necessary public service that is the subject of a development fee, Subsection 9-463.05(E) requires the following.

- 1. A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.*
- 2. An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.*
- 3. A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.*
- 4. A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility*

expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.

5. The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.

6. The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.

7. A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section.

Qualified Professionals

Qualified professionals must prepare the LUA, IIP and DIF, using generally accepted engineering, planning, and financial practices. A qualified professional is defined as “a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person’s license, education, or experience.” Raftelis is a financial consulting firm specializing in impact fees, infrastructure funding, user fees, cost of service studies, capital improvement plans, and utility rate studies. Raftelis has over 100 professionals located in major urban areas across America. Avondale’s LUA and IIP were prepared by qualified professionals in Denver, CO.

Land Use Assumptions

The City of Avondale will use the same land use assumptions for all types of infrastructure. In addition to population and housing unit projections, the IIP and impact fees also require demographic data on nonresidential development, such as jobs and floor area. This document contains the land use assumptions for Avondale's 2022 DIF update. The LUA and IIP must be updated every five years, making short-range projections the critical time frame. The IIP is limited to ten years, thus a very long-range "build-out" analysis may not be used to derive impact fees in Arizona.

ARS §9-463.05(T)(7) defines land use assumptions as:

"Projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the General Plan of the municipality."

Raftelis prepared current demographic **estimates** and future development **projections** for both residential and nonresidential development that are used in the IIP and calculation of impact fees. Current conditions in Fiscal Year (FY) 21-22 are used to document levels-of-service provided to existing development in Avondale. Although long-range projections are necessary for planning infrastructure systems, a ten-year timeframe is critical for the LUA and IIP.

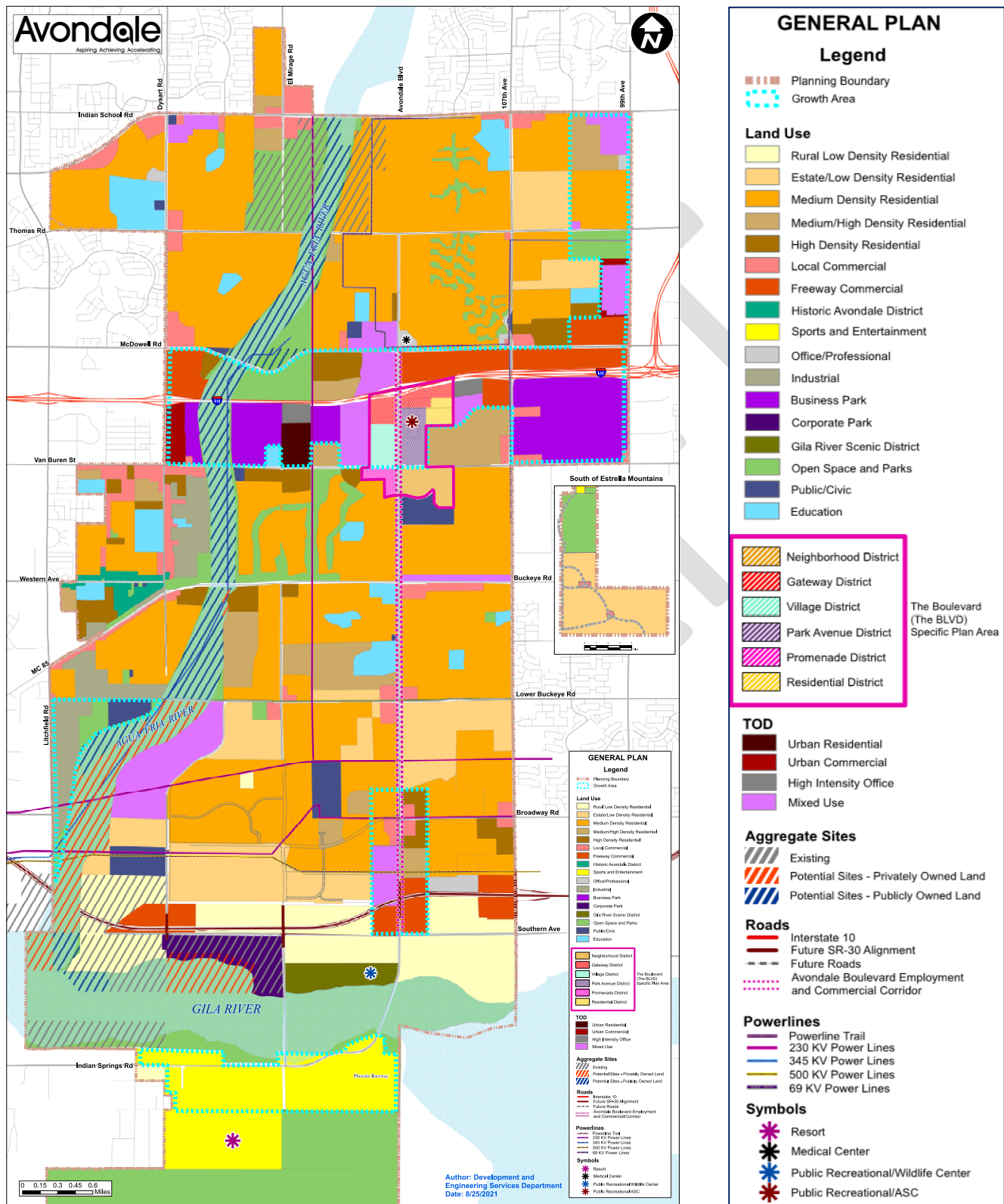
Service Area

ARS §9-463.05(T)(9) defines "service area" as:

"...Any specified area within the boundaries of a municipality in which development will be served by necessary public services or facility expansions and within which a substantial nexus exists between the necessary public services or facility expansions and the development being served as prescribed in the infrastructure improvements plan. "

The service area covered in this LUA report is north of the Estrella Mountains. Figure 1 indicates land uses, densities, and intensities of development as specified in the General Plan. The service area is defined as all land within the city limits of Avondale, as modified over time.

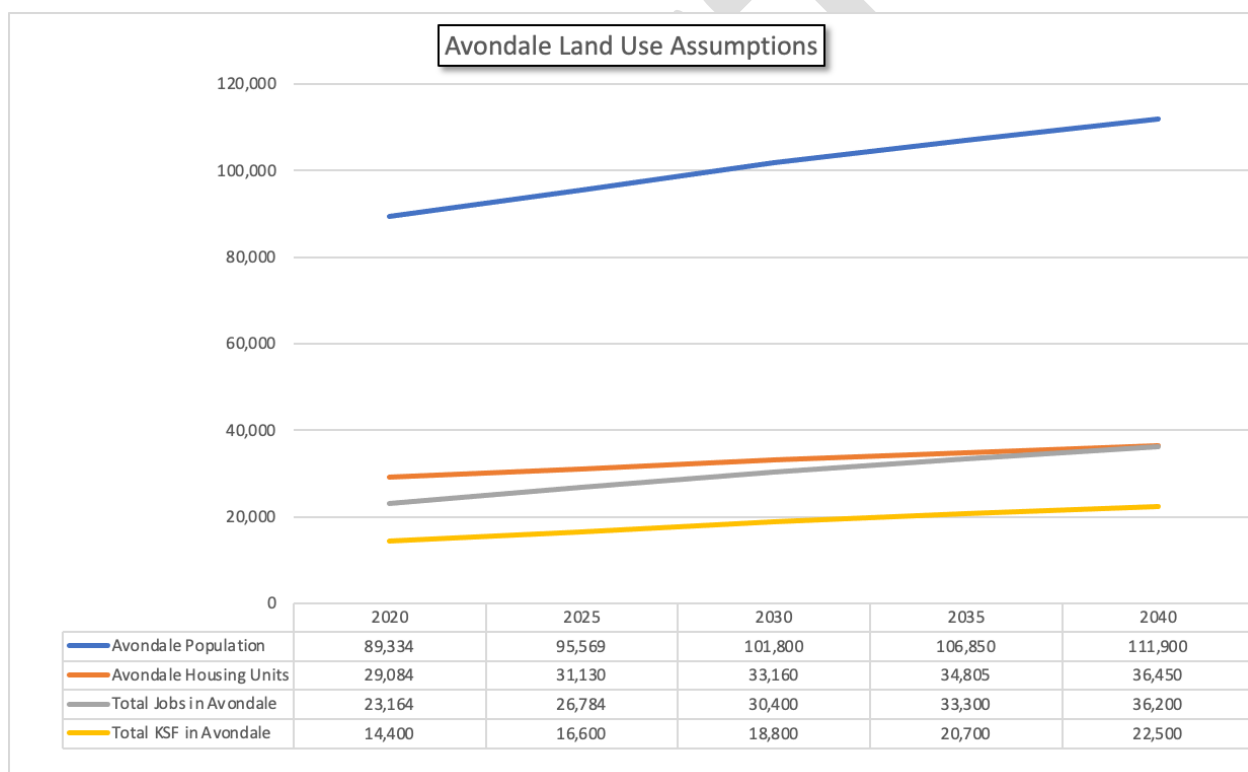
Figure 1 - Service Area Map



Summary of Growth Indicators

Service units (i.e., residents and jobs) and development units (i.e., dwellings and square feet of nonresidential floor area expressed in thousands) for 2020 through 2040 are summarized in Figure 2. These land use assumptions will be used to estimate DIF revenue and to indicate the anticipated need for growth-related infrastructure. However, DIF methodologies are designed to reduce sensitivity to accurate development projections in the determination of the proportionate-share fee amounts. If actual development is slower than projected, DIF revenues will also decline, but so will the need for growth-related infrastructure. In contrast, if development is faster than anticipated, Avondale will receive an increase in DIF revenue and will also accelerate capital improvements to keep pace with development.

Figure 2 – Chart of Projected Development



Service Units by Type of Residential Development

The U.S. Census Bureau no longer obtains detailed information using “long-form” questionnaires. Demographic data is currently collected using a continuous monthly mailing of surveys, known as the American Community Survey (ACS), which is limited by sample-size constraints. For example, data on Single Family detached housing units are now combined with attached single units (commonly known as townhouses). According to the U.S. Census Bureau, a household is a housing unit that is occupied by year-round residents. Development fees often use per capita standards and persons per housing unit, or persons per household, to derive proportionate-share fee amounts. Raftelis recommends that fees for

residential development in the City of Avondale be imposed according to the number of year-round residents per housing unit. Figure 3 documents Avondale's most recent multipliers by type of housing.

Figure 3 – Persons per Housing Unit by Units in Structure

City of Avondale

<i>Units in Structure</i>	<i>Persons</i>	<i>Housing Units</i>	<i>Persons per Housing Unit</i>	<i>Housing Mix</i>
Single Unit (detached and attached)	70,590	21,442	3.29	77%
2+ Unit (all other residential)	15,332	6,543	2.34	23%
Subtotal	85,922	27,985	3.07	

Source: 2016-2020 ACS Tables B25024 and B25033, U.S. Census Bureau.

Service Units by Type of Nonresidential Development

In addition to data on residential development, the calculation of impact fees requires data on nonresidential development. Raftelis uses the term “jobs” to refer to employment by place of work. In Figure 4, gold shading indicates nonresidential development prototypes that will be used to allocate costs. Nonresidential development categories represent general groups of land uses that share similar average weekday vehicle trip generation rates and employment densities (i.e., jobs per thousand square feet of floor area). The prototype for future Industrial development is Warehousing (ITE land use 150). For Office/Services, General Office (ITE 710) is the prototype for future development in Avondale. The prototype for Commercial (e.g., retail and restaurants) is a Shopping Center (ITE code 820).

Figure 4 – Nonresidential Trip Rates and Jobs by Type of Development

<i>ITE Code</i>	<i>Land Use / Size</i>	<i>Demand Unit</i>	<i>Weekday Trip Ends Per Demand Unit*</i>	<i>Weekday Trip Ends Per Employee*</i>	<i>Employees Per Demand Unit</i>	<i>Square Feet Per Employee</i>
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
310	Hotel	room	7.99	14.34	0.56	N/A
320	Motel	room	3.35	25.17	0.13	N/A
520	Elementary School**	1,000 Sq Ft	19.52	21.00	0.93	1,076
530	High School**	1,000 Sq Ft	14.07	22.25	0.63	1,581
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	1,000 Sq Ft	6.75	3.31	2.04	490
710	General Office	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical/Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
820	Shopping Center	1,000 Sq Ft	37.01	17.42	2.12	471
850	Grocery/Supermarket	1,000 Sq Ft	93.84	43.86	2.14	467

* *Trip Generation*, Institute of Transportation Engineers, 11th Edition (2022).

** *Trip Generation*, Institute of Transportation Engineers, 10th Edition (2017).

Latest data on jobs in Avondale (see Figure 5) are from the Census Bureau. Each row is an industry sector, as reported by the North American Industry Classification System. Subtotals and percentages for Avondale's three types of nonresidential development are shown at the bottom of the figure.

Figure 5 – Work Area Profile

Avondale AZ

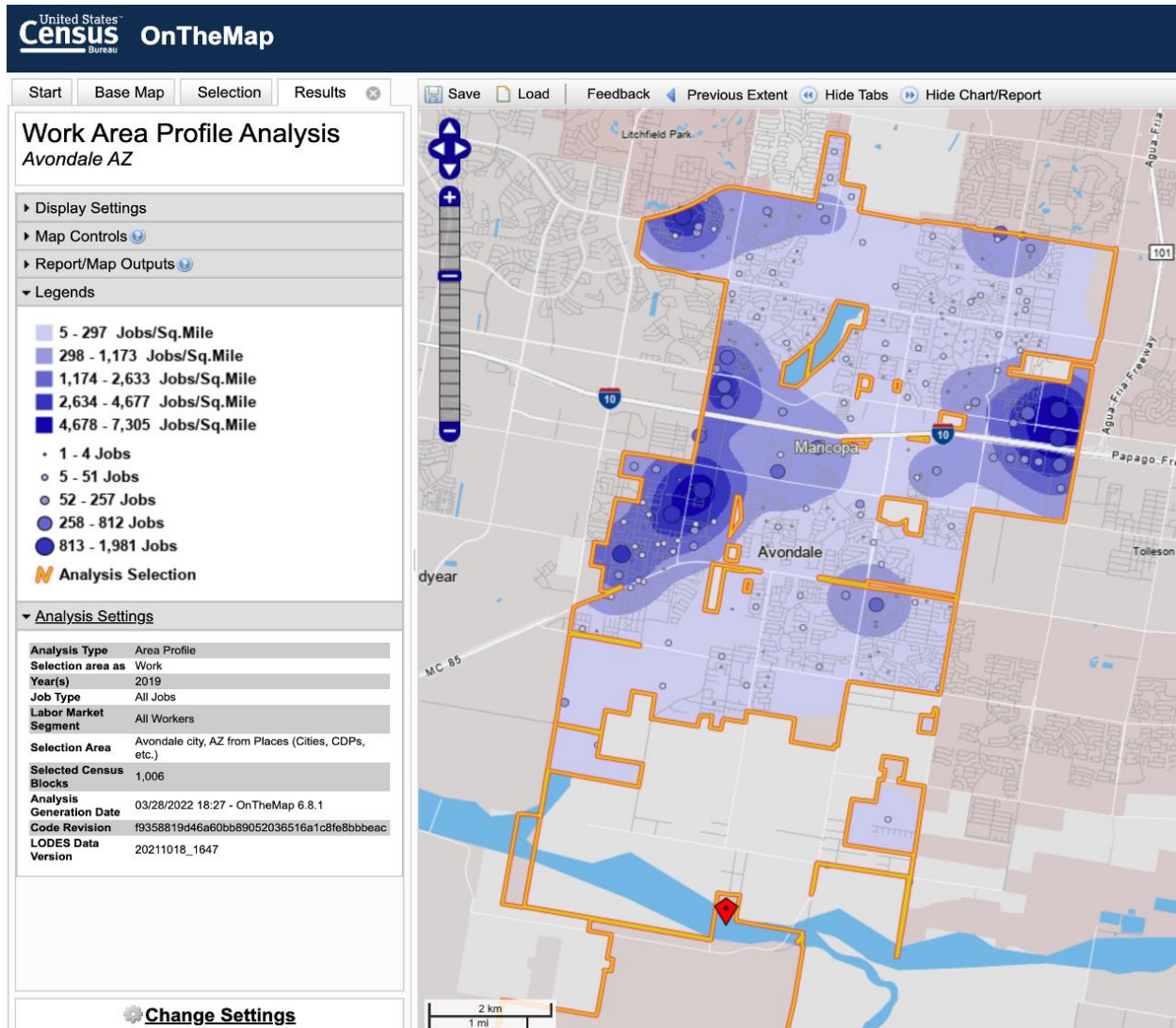
<i>Industry Classification</i>	<i>2019 Jobs</i>	<i>General Type</i>
Agriculture, Forestry, Fishing and Hunting	16	Industrial
Mining, Quarrying, and Oil and Gas Extraction	0	Industrial
Utilities	127	Industrial
Construction	871	Industrial
Manufacturing	68	Industrial
Wholesale Trade	460	Industrial
Retail Trade	5,440	Commercial
Transportation and Warehousing	235	Industrial
Information	380	Office / Institutional
Finance and Insurance	203	Office / Institutional
Real Estate and Rental and Leasing	208	Office / Institutional
Professional, Scientific, and Technical Services	272	Office / Institutional
Management of Companies and Enterprises	16	Office / Institutional
Administration & Support, Waste Management and Remediation Services	536	Office / Institutional
Educational Services	3,399	Office / Institutional
Health Care and Social Assistance	1,285	Office / Institutional
Arts, Entertainment, and Recreation	349	Office / Institutional
Accommodation and Food Services	2,565	Commercial
Other Services (excluding Public Administration)	173	Office / Institutional
Public Administration	1	Office / Institutional

Total Jobs 16,604

Subtotals by Type of Nonresidential Development

Industrial	1,777	11%
Commercial	8,005	48%
Office / Institutional	6,822	41%
Total Jobs	16,604	100%

The map below indicates the general location and concentration of jobs within Avondale (dark blue indicates more jobs per square mile).



Detailed land use assumptions are shown in Figure 6. Population and housing units in 2020 are from the U.S. Census Bureau. Projected 2030, 2040, and 2050 population in the Avondale Municipal Planning Area (MPA) are from Maricopa Association of Governments (MAG). Jobs in the Avondale MPA for 2020, 2030, 2040, and 2050 are also from MAG. Raftelis converted jobs to nonresidential floor area using average square feet per job multipliers documented in pages 23-25 of the MAG 2019 Socioeconomic Projections. Industrial average of 1,060 square feet per job is based on manufacturing and warehousing. Commercial average of 660 square feet per job is based on retail, restaurants, and hotels. Office/Services average of 459 square feet per job is based on information, finance/insurance, and real estate. See Appendix B for supporting documentation from MAG.

Figure 6 – Detailed Land Use Assumptions

2022 LUA	<i>FY21-22</i>	<i>FY22-23</i>	<i>FY23-24</i>	<i>FY24-25</i>	<i>FY25-26</i>	<i>FY26-27</i>	<i>FY31-32</i>	<i>FY41-42</i>	<i>FY49-50</i>
Avondale AZ	<i>Base Yr</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>10</i>	<i>20</i>	<i>28</i>
	2022	2023	2024	2025	2026	2027	2032	2042	2050
Population									
Avondale Population	91,828	93,075	94,322	95,569	96,816	98,063	103,820	113,320	119,000
Housing Units									
Persons per Housing Unit	3.07	3.07	3.07	3.07	3.07	3.07	3.07	3.07	3.07
Avondale Housing Units	29,911	30,318	30,724	31,130	31,536	31,942	33,818	36,912	38,762
Jobs (place of work)									
Industrial Jobs	2,707	2,787	2,867	2,946	3,026	3,106	3,472	4,127	4,708
Commercial Jobs	11,814	12,161	12,509	12,856	13,204	13,551	15,149	18,010	20,544
Office/Services Jobs	10,091	10,388	10,685	10,981	11,278	11,575	12,940	15,383	17,548
Total Jobs in Avondale	24,612	25,336	26,060	26,784	27,508	28,232	31,560	37,520	42,800
Jobs-Housing Ratio	0.82	0.84	0.85	0.86	0.87	0.88	0.93	1.02	1.10
Nonresidential Floor Area (square feet in thousands = KSF)									
Industrial KSF	2,900	3,000	3,000	3,100	3,200	3,300	3,700	4,400	5,000
Commercial KSF	7,800	8,000	8,300	8,500	8,700	8,900	10,000	11,900	13,600
Office/Services KSF	4,600	4,800	4,900	5,000	5,200	5,300	5,900	7,100	8,000
Total KSF in Avondale	15,300	15,800	16,200	16,600	17,100	17,500	19,600	23,400	26,600
Average Square Feet per Job	622	624	622	620	622	620	621	624	621
Annual Increases in Avondale	22to23	23to24	24to25	25to26	26to27	31to32	41to42	49to50	
Population	1,247	1,247	1,247	1,247	1,247	1,010	710	710	
Housing Units	407	406	406	406	406	329	231	231	
Jobs	724	724	724	724	724	580	660	660	
Industrial KSF	100	0	100	100	100	100	100	100	
Commercial KSF	200	300	200	200	200	200	200	300	
Office/Services KSF	200	100	100	200	100	100	200	100	
Total Nonresidential KSF	500	400	400	500	400	400	500	500	

Parks/Recreation Facilities IIP

ARS § 9-463.05(T)(7)(g) defines parks and recreation facilities eligible for development fee funding.

“Neighborhood parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development. Park and recreational facilities do not include vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools.”

In the 2022 update, the City of Avondale is using the incremental expansion cost method to derive development impact fees for park improvements. Parks/recreation development fees in Avondale exclude costs to upgrade, update, improve, expand, correct or replace necessary public services to meet existing needs/usage. Avondale fees also exclude stricter safety, efficiency, environmental or regulatory standards.

Service Area

The service area for parks/recreation development fees includes the area north of the Estrella Mountains.

Proportionate Share

ARS § 9-463.05(B)(3) states the development fee shall not exceed a proportionate share of the cost of necessary public services needed to serve new development. In Avondale, parks/recreation infrastructure standards, projected needs, and development fees are based on both residential and nonresidential development. As shown in Figure PR1, Raftelis used daytime population to allocate costs. Daytime population includes estimated residents and inflow commuters in 2019 (latest year available). Potential demand days per year assume residents might use parks every day of the year, but inflow commuters will only use parks four days per week over 48 weeks per year (i.e., two weeks of vacation and two weeks of holidays). Based on cumulative demand days, residential development accounts for 92% of the demand for parks/recreation facilities, with 8% assigned to nonresidential development.

Figure PR1 – Daytime Population

Cost Allocation Factors for Parks		<i>Residential</i>	<i>Nonresidential</i>	
2019 Daytime Population		85,595	14,888	
		Residents	Inflow Commuters	
Potential Demand Days per Year		365	192	<i>Total</i>
Cumulative Demand Days		31,242,175	2,858,496	34,100,671
Proportionate Share		92%	8%	

Source of inflow commuters is U.S. Census Bureau, Inflow/Outflow report from OnTheMap website.

Current Use and Standards for Parks/Recreation Facilities

In Avondale, parks/recreation facilities are fully utilized and there is no surplus capacity for future development. Avondale has determined that additional parks are necessary to accommodate future development. As shown in Figure PR2, the City's current standard is approximately 1.10 acres of improved parks per 1,000 residents and approximately 0.36 acres per 1,000 jobs. These standards exclude parks less than 1.5 acres that might not provide citywide benefit. To accommodate new development over the next ten years, Avondale will improve an additional 15.6 acres of parks at an estimated cost of approximately \$6.72 million. According to Avondale staff, the cost factor of \$431,000 per acre for park improvements is based on recent construction of Alamar Park.

Figure PR2 – Existing Park Improvements Standards and Growth Needs

Location	Improved Acres*			
Friendship Park	30.0			
Festival Fields	30.0			
Alamar Park**	24.2			
Las Ligas Park	8.1			
Donnie Hale Park	5.3			
Dessie Lorenz Park	4.6			
Mountain View Park	3.6			
Dennis DeConcini Park	2.0			
Fred Campbell Park	1.5			
Total =>	109.3			
Average Size (acres)	12.1			
2022 Service Units	91,828 Persons			
	24,612 Jobs			
Acres per 1,000 Service Units	1.10			
	0.36			
Projected Need for Park Improvements				
	Year	Population	Jobs	Improved Acres
Base	2022	91,828	24,612	109.3
Year 1	2023	93,075	25,336	110.9
Year 2	2024	94,322	26,060	112.5
Year 3	2025	95,569	26,784	114.2
Year 4	2026	96,816	27,508	115.8
Year 5	2027	98,063	28,232	117.4
Year 10	2032	103,820	31,560	124.9
Ten-Yr Increase		11,992	6,948	15.6
Total Project Cost per Acre =>				\$431,000
Growth Cost of Parks =>				\$6,724,000

**Source: Avondale staff(excludes parks less than 1.5 acres that might not provide citywide benefit).*

*** Impact fee eligible area (30 acres) reduced to account for area constructed using loan from General Fund).*

**Source: Avondale staff (excludes parks less than 1.5 acres that might not provide citywide benefit).*

*** Impact fee eligible area (30 acres) reduced to account for area constructed using loan from General Fund).*

Parks/Recreation Improvements

Figure PR3 lists planned parks/recreation improvements over the next ten years. Based on projected needs to accommodate growth, Avondale expects to spend approximately \$6.72 million to expand parks (i.e., additional improved acres) over the next ten years. Improved acres may include expansion of existing parks or an additional park site. Also, the City used General Fund revenue to front-end recent, growth-related park improvements. Based on projects under construction in FY22, the Park impact fee fund has a negative balance of approximately \$2.5 million, to account for the General Fund loan.

Figure PR3 – Parks/Recreation Projects Over Ten Years

<i>Infrastructure Needs</i>	<i>Infrastructure Units</i>	<i>Growth Quantity Over Ten Years</i>	<i>Cost Factor per Unit</i>	<i>IIP Cost (rounded)</i>
Parks and Recreation Facilities	improved acres	15.6	\$431,000	\$6,724,000

Planned Infrastructure Improvements

<i>Name/Description</i>	<i>Acreage</i>	<i>Estimated Cost</i>	<i>Growth Share</i>	<i>Growth Cost</i>
Future Park Expansion	15.6	\$6,724,000	100%	\$6,724,000
General Fund Loan Repayment		\$2,500,000	100%	\$2,500,000
Total	15.6	\$9,224,000		\$9,224,000

Fire Facilities IIP

ARS § 9-463.05(T)(7)(f) defines the fire facilities eligible for development fee funding.

“Fire and Police facilities, including all appurtenances, equipment and vehicles. Fire and Police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation.”

Fee Calculation Methodology

In the 2022 update, the City of Avondale is using the incremental expansion cost method to derive development impact fees for fire facilities. Fire impact fees in Avondale exclude costs to upgrade, update, improve, expand, correct or replace necessary public services to meet existing needs/usage and stricter safety, efficiency, environmental or regulatory standards. Fire vehicles and equipment used to provide administrative services are also excluded.

Service Area

To hasten response times, public safety responders are typically dispatched from the closest facility, with multiple locations responding as warranted. Avondale has five existing fire stations, with a dispatch system that assigns calls to secondary responders, if needed. Therefore, all developed areas within the City of Avondale are served by an integrated public safety system. Avondale’s service area for fire impact fees includes the area North of the Estrella Mountains, as discussed previously in the section on Land Use Assumptions.

Proportionate Share

ARS § 9-463.05(B)(3) states the development fee shall not exceed a proportionate share of the cost of necessary public services needed to serve new development. In Avondale, fire infrastructure standards, projected needs, and development fees are based on both residential and nonresidential development. As stated in ARS §9.463.05(E)(4), impact fees must be proportionate to various types of land uses.

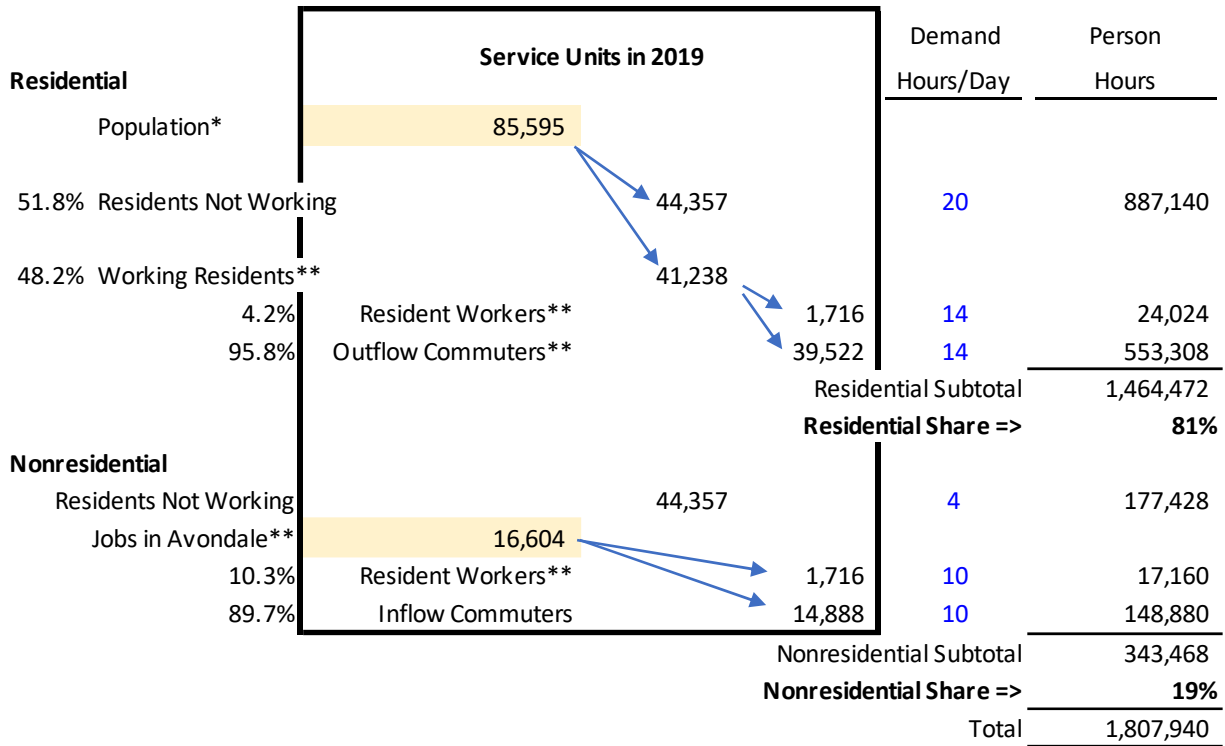
“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Given these requirements, Raftelis recommends using functional population to allocate capital costs of public safety facilities to residential and nonresidential development. In 2019, the U.S. Census Bureau’s commuting data indicates 1,716 persons lived and worked in Avondale, 39,522 outflow commuters went to work outside Avondale and 14,888 inflow commuters travel to jobs within Avondale. Functional population is like the U.S. Census Bureau’s definition of daytime population (based on people living and working in a jurisdiction), with the addition of journey-to-work data and weighting factors (i.e., demand hours per day) to account for time spent at residential and nonresidential locations. Residents who do not work are assigned 20 hours per day to residential development and 4 hours per day to nonresidential development (annualized averages for assumed time spent shopping, dining, obtaining personal services, going to school/church, etc.). Residents who work in Avondale are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents who work outside Avondale are

assigned 14 hours to residential development. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2019 population and job data for Avondale, the cost allocation for residential development is 81%, while nonresidential development accounts for 19% of the demand for infrastructure.

Figure F1 – Functional Population

Avondale AZ



* 2019 Avondale population estimate from Maricopa Association of Governments.

** 2019 Avondale Inflow/Outflow, from OnTheMap web application, U.S. Census Bureau data for all jobs.

Current Use and Available Capacity

In Avondale, fire facilities are fully utilized and there is no surplus capacity for future development. Avondale has determined that fire building space will require expansion to accommodate future development. Figure F2 inventories current fire buildings in Avondale. For residential development, population is used as the best indicator of the demand for service. For nonresidential development, Avondale will use inbound, primary vehicle trips, on an average weekday, as the service units. Figure F2 also indicates the allocation of fire building space to residential and nonresidential development. The percentages for stations 172, 174 and the Emergency Operations Center are based on approximate floor area used by fire and police personnel respectively. Current standards are 0.62 square feet of fire buildings per Avondale resident and 0.11 square feet of fire buildings per inbound, primary vehicle trip on an average weekday, to nonresidential development in Avondale.

Figure F2 – Existing Fire Buildings and Standards

<i>Building Space for Fire Functions</i>	<i>Square Feet</i>
Station 175	17,084
Station 173	16,000
Station 172 (73%)	12,391
Station 174 (60%)	10,951
Station 171	8,600
Fire Headquarters	3,000
Emergency Operations Center (50%)	2,500
Total	70,526

Data Source: Avondale Fire Department and Facilities Director.

<i>Fire Buildings Standards</i>	<i>Residential</i>	<i>Nonresidential</i>
Proportionate Share	81%	19%
Growth Indicator	<i>Population</i>	<i>Average Weekday, Inbound, Primary Vehicle Trips to Nonres Development</i>
2022 Service Units	91,828	122,675
Square Feet per Service Unit	0.62	0.11

Development fees will be used to expand the fleet of fire vehicles and purchase additional equipment that has a useful life of at least three years. Figure F3 lists fire vehicles and equipment currently used by the Avondale Fire Department that has an initial purchase price of at least \$23,500. Avondale currently has 37 fire vehicles, with a total value of approximately \$14.31 million. The weighted average cost factor is \$386,800 per fire vehicle.

Following the same methodology used for fire buildings, the total count of fire vehicles and equipment was allocated to residential and nonresidential development in Avondale. As shown at the bottom of Figure F3, every 1,000 persons will require Avondale to purchase 0.33 additional fire vehicles. Every 1,000 inbound, primary vehicle trips to nonresidential development, on an average weekday, requires 0.06 additional fire vehicles.

Figure F3 – Existing Fire Vehicles and Standards

<i>Fire Vehicle</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total Value</i>
FIRE TRUCK	12	\$950,000	\$11,400,000
LADDER	1	\$1,846,600	\$1,846,600
SEDAN / SUV	6	\$41,300	\$247,800
SAFETY TRAILER	1	\$101,500	\$101,500
LIGHT TRUCK	9	\$42,000	\$378,000
LARGE VAN	2	\$39,200	\$78,400
MEDIUM PICKUP	3	\$62,500	\$187,500
ATV	3	\$23,500	\$70,500
TOTAL		37	\$14,310,300
Weighted Average Cost per Vehicle =>			\$386,800

Data Source: Avondale staff.

Fire Vehicle Standards

	<i>Residential</i>	<i>Nonresidential</i>
Proportionate Share	81%	19%
Growth Indicator	<i>Population</i>	<i>Average-Weekday, Inbound, Primary Vehicle Trips to Nonres Development</i>
2022 Service Units	91,828	122,675
Vehicles per thousand Service Units	0.33	0.06

Projected Need for Fire Facilities

To accommodate new development over the next ten years, Avondale will need to add 11,240 square feet of fire buildings, at an estimated cost of approximately \$7.5 million. As shown in Figure F4, the cost factor of \$668 per square foot is based on the recent total project cost of Van Buren fire station.

Also, Avondale Fire Department will need six additional vehicles to accommodate new development over the next ten years. The expected cost of additional fire vehicles is approximately \$2.3 million.

Figure F4 – Fire Facilities Needed to Accommodate Growth**Fire Building Standards and Capital Costs**

Buildings - Residential	0.62	Sq Ft per person
Buildings - Nonresidential	0.11	Sq Ft per trip
Building Cost Factor	\$668	per square foot

		Infrastructure Needed		
	<i>Year</i>	<i>Population</i>	<i>Vehicle Trips to Nonresidential Dev</i>	<i>Fire Buildings (sq ft)</i>
Base	2022	91,828	122,675	70,526
Year 1	2023	93,075	126,287	71,697
Year 2	2024	94,322	130,493	72,932
Year 3	2025	95,569	133,564	74,043
Year 4	2026	96,816	137,176	75,213
Year 5	2027	98,063	140,246	76,324
Year 10	2032	103,820	157,275	81,766
Ten-Yr Increase		11,992	34,599	11,240

Growth Cost of Fire Buildings => **\$7,508,000**

Fire Vehicle Standards and Capital Costs

Vehicles - Residential	0.33	per 1,000 persons
Vehicles - Nonresidential	0.06	per 1,000 vehicle trips
Average Cost	\$386,800	per vehicle

		Infrastructure Needed		
	<i>Year</i>	<i>Population</i>	<i>Vehicle Trips to Nonresidential Dev</i>	<i>Fire Vehicles</i>
Base	2022	91,828	122,675	37
Year 1	2023	93,075	126,287	38
Year 2	2024	94,322	130,493	38
Year 3	2025	95,569	133,564	39
Year 4	2026	96,816	137,176	39
Year 5	2027	98,063	140,246	40
Year 10	2032	103,820	157,275	43
Ten-Yr Increase		11,992	34,599	6

Growth Cost of Fire Vehicles => **\$2,321,000**

Fire Infrastructure Improvements

Fire impact fees in Avondale are based on the same level of service provided to existing development. Using impact fee funding over the next ten years, Figure F5 indicates that Avondale will construct Alamar station. This public safety building will be used for fire and police functions. The total floor area of the new building will be approximately 27,000 square feet, with approximately 19,000 square feet used by the Fire Department. The planned floor area of Alamar Station is larger than the need for additional square feet to maintain existing standards. Therefore, impact fee revenue will only fund 59% of the expected cost.

Because fire vehicles require large garages, the total project cost per square foot for fire functions is less than the cost factor for police functions. Avondale will also purchase additional fire vehicles, expected to cost approximately \$2.3 million.

Figure F5 – Ten-Year Plan for Fire Facilities

<i>Infrastructure Type</i>	<i>Infrastructure Units</i>	<i>Growth Quantity Over Ten Years</i>	<i>Cost Factor per Unit</i>	<i>IIP Cost (rounded)</i>
Fire Buildings	square feet	11,240	\$668	\$7,508,000
Fire Vehicles (3+ years of useful life)	count	6	\$386,800	\$2,321,000

Planned Infrastructure Improvements

<i>Name/Description</i>	<i>Units</i>	<i>Estimated Cost</i>	<i>Growth Share</i>	<i>Growth Cost</i>
Alamar Fire Station	19,000	\$12,692,000	59%	\$7,508,000
Alamar Station Vehicle	1	\$1,000,000	100%	\$1,000,000
Additional Fire Vehicles			100%	\$1,321,000
Total		\$13,692,000		\$9,829,000

Police Facilities IIP

ARS § 9-463.05(T)(7)(f) defines the police facilities eligible for development fee funding.

“Fire and Police facilities, including all appurtenances, equipment and vehicles. Fire and Police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation.”

Police development fees in Avondale exclude costs to upgrade, update, improve, expand, correct or replace necessary public services to meet existing needs/usage, and stricter safety, efficiency, environmental or regulatory standards. Also excluded from the Avondale development fees are police vehicles and equipment used to provide administrative services.

Service Area

All developed areas within the City of Avondale are served by an integrated public safety system. Avondale’s service area for police development fees includes the area north of the Estrella Mountains.

Proportionate Share

Based on the rationale discussed in the Fire section above, Raftelis recommends using functional population to allocate capital costs of police facilities to residential and nonresidential development. According to 2019 population and job data for Avondale, the cost allocation for residential development is 81%, while nonresidential development accounts for 19% of the demand for infrastructure.

Current Use and Available Capacity

The top of Figure P1 indicates police building space allocated to residential and nonresidential development, along with 2022 service units in Avondale. The percentages for stations 172, 174 and the Emergency Operations Center are based on approximate floor area used by fire and police personnel respectively. The standard in Avondale is 0.62 square feet of police building per resident. For nonresidential development, Avondale’s standard is 0.11 square feet of police building per inbound, primary vehicle trip on an average weekday, to nonresidential development.

Development fees will also be used to expand the fleet of police vehicles that have a useful life of at least three years. The bottom of Figure P1 lists the City’s current police vehicles and infrastructure standards. The current number of police vehicles were allocated to residential and nonresidential development in Avondale. Adding 1,000 residents will require Avondale to purchase 1.26 additional police vehicles. Every 1,000 inbound, primary, average weekday, vehicle trips to nonresidential development will require Avondale to purchase 0.22 additional police vehicles.

Figure P1 – Existing Police Infrastructure Standards

<i>Building Space for Police Functions</i>	<i>Square Feet</i>
Police Headquarters	41,100
Public Safety 174 (40%)	7,301
Public Safety 172 (27%)	4,583
Substation on Western	6,480
Jail	4,640
Brinker Substation	4,224
Emergency Operations Center (50%)	2,500
Total	70,828

Data Source: Avondale Police Department and Facilities Director.

Buildings Standards

	<i>Residential</i>	<i>Nonresidential</i>
Proportionate Share	81%	19%
Growth Indicator	<i>Population</i>	<i>Average-Weekday, Inbound, Primary Vehicle Trips to Nonres Dev</i>
2022 Service Units	91,828	122,675
Square Feet per Service Unit	0.62	0.11

<i>Police Vehicles</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total Value</i>
PATROL UNITS	82	\$70,000	\$5,740,000
NON- PATROL	47	\$38,000	\$1,786,000
MOTORCYCLES	6	\$45,000	\$270,000
TRUCKS	2	\$55,000	\$110,000
VANS	4	\$38,000	\$152,000
ARMORED TRUCKS	2	\$350,000	\$700,000
TOTAL	143		\$8,758,000
		Weighted Average Cost per Vehicle =>	\$61,200

Data Source: Avondale Police Department.

Police Vehicle Standards

	<i>Residential</i>	<i>Nonresidential</i>
Proportionate Share	81%	19%
Growth Indicator	<i>Population</i>	<i>Average-Weekday, Inbound, Primary Vehicle Trips to Nonres Development</i>
2022 Service Units	91,828	122,675
Vehicles per thousand Service Units	1.26	0.22

To maintain existing standards over the next ten years, Avondale could justify adding 11,287 square feet of police building space. However, the planned construction of the Alamar public safety building will likely complete the Police Department's need for building space to accommodate buildout of Avondale. Therefore, the 2022 update of police impact fees caps the need for building space at 8,000 square feet.

As shown in Figure P2, the cost factor of \$998 per square foot is based on the expected cost of Police Department's portion of the Alamar public safety building. The cost factor per square foot of building space is higher for police than fire functions due to lack of large garages and the extra cost for security measures.

To maintain the current infrastructure standard over the next ten years, Avondale will need to expand the police fleet by 23 vehicles, at an estimated cost of approximately \$1.41 million. The Avondale Police Department has estimated that a new fully equipped police vehicle costs approximately \$61,200, including information technology, communications, and safety equipment.

Figure P2 – Projected Need for Police Infrastructure**Police Building Standards and Capital Costs**

Buildings - Residential	0.62	Sq Ft per person
Buildings - Nonresidential	0.11	Sq Ft per trip
Building Cost Factor	\$998	per square foot

		Infrastructure Needed		
	<i>Year</i>	<i>Population</i>	<i>Vehicle Trips to Nonresidential Dev</i>	<i>Police Buildings (sq ft)</i>
Base	2022	91,828	122,675	70,828
Year 1	2023	93,075	126,287	72,003
Year 2	2024	94,322	130,493	73,244
Year 3	2025	95,569	133,564	74,359
Year 4	2026	96,816	137,176	75,535
Year 5	2027	98,063	140,246	76,651
Year 10	2032	103,820	157,275	82,115
<i>Ten-Yr Increase</i>		11,992	34,599	11,287

Growth Cost of Police Buildings => **\$11,264,000****Police Vehicle Standards and Capital Costs**

Vehicles - Residential	1.26	per 1,000 persons
Vehicles - Nonresidential	0.22	per 1,000 vehicle trips
Average Cost	\$61,200	per vehicle

		Infrastructure Needed		
	<i>Year</i>	<i>Population</i>	<i>Vehicle Trips to Nonresidential Dev</i>	<i>Police Vehicles</i>
Base	2022	91,828	122,675	143
Year 1	2023	93,075	126,287	145
Year 2	2024	94,322	130,493	148
Year 3	2025	95,569	133,564	150
Year 4	2026	96,816	137,176	153
Year 5	2027	98,063	140,246	155
Year 10	2032	103,820	157,275	166
<i>Ten-Yr Increase</i>		11,992	34,599	23

Growth Cost of Police Vehicles => **\$1,408,000**

Police Infrastructure Improvements

Police impact fees in Avondale are based on the incremental expansion cost of police vehicles (i.e., maintenance of current standards) and the plan-based need for police buildings. Using impact fee funding over the next ten years, Figure P3 indicates that Avondale will expand police buildings by 8,000 square feet, which is based on the planned floor area of the combined Alamar public safety building (i.e., 27,000 total square feet) less the Fire Department's space (i.e., 19,000 square feet). Avondale will also purchase an additional 23 police vehicles over the next ten years, expected to cost approximately \$1.4 million.

Figure P3 – Ten-Year Plan for Police Facilities

<i>Infrastructure Type</i>	<i>Infrastructure Units</i>	<i>Growth Quantity Over Ten Years</i>	<i>Cost Factor per Unit</i>	<i>IIP Cost (rounded)</i>
Police Buildings	square feet	8,000	\$998	\$7,984,000
Police Vehicles (3+ years of useful life)	count	23	\$61,200	\$1,408,000

Planned Infrastructure Improvements

<i>Name/Description</i>	<i>Units</i>	<i>Estimated Cost</i>	<i>Growth Share</i>	<i>Growth Cost</i>
Alamar Police Substation	8,000	\$7,984,000	100%	\$7,984,000
Police Vehicles & Equipment			100%	\$1,408,000
Total	8,000	\$7,984,000		\$9,392,000

Street Facilities IIP

ARS § 9-463.05(T)(7)(e) defines the facilities and assets that can be included in the Street Facilities IIP.

“Street facilities located in the service area, including arterial or collector streets or roads that have been designated on an officially adopted plan of the municipality, traffic signals and rights-of-way and improvements thereon.”

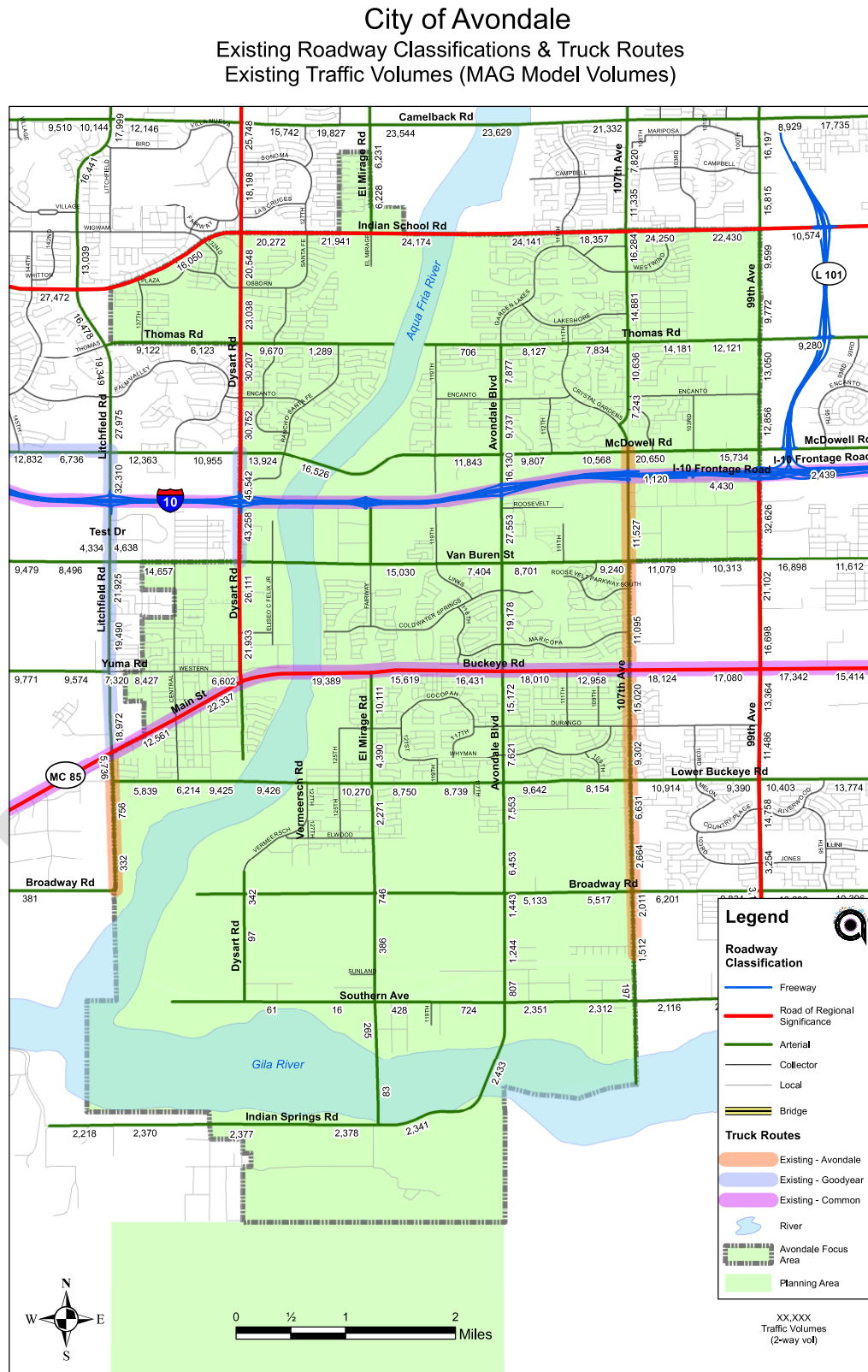
Avondale’s IIP is based on improvements to arterial streets needed to accommodate additional vehicular travel, plus the cost of preparing the LUA/IIP/DIF study required by the State of Arizona. The streets impact fee is derived from trip generation rates, trip rate adjustment factors, average trip length weighting factors, and lane capacity. Each component is described below.

Development fees in Avondale exclude costs to upgrade, update, improve, expand, correct or replace necessary public services to meet existing needs/usage and stricter safety, efficiency, environmental or regulatory standards. The service area for streets development fees includes the area north of the Estrella Mountains.

Existing Infrastructure

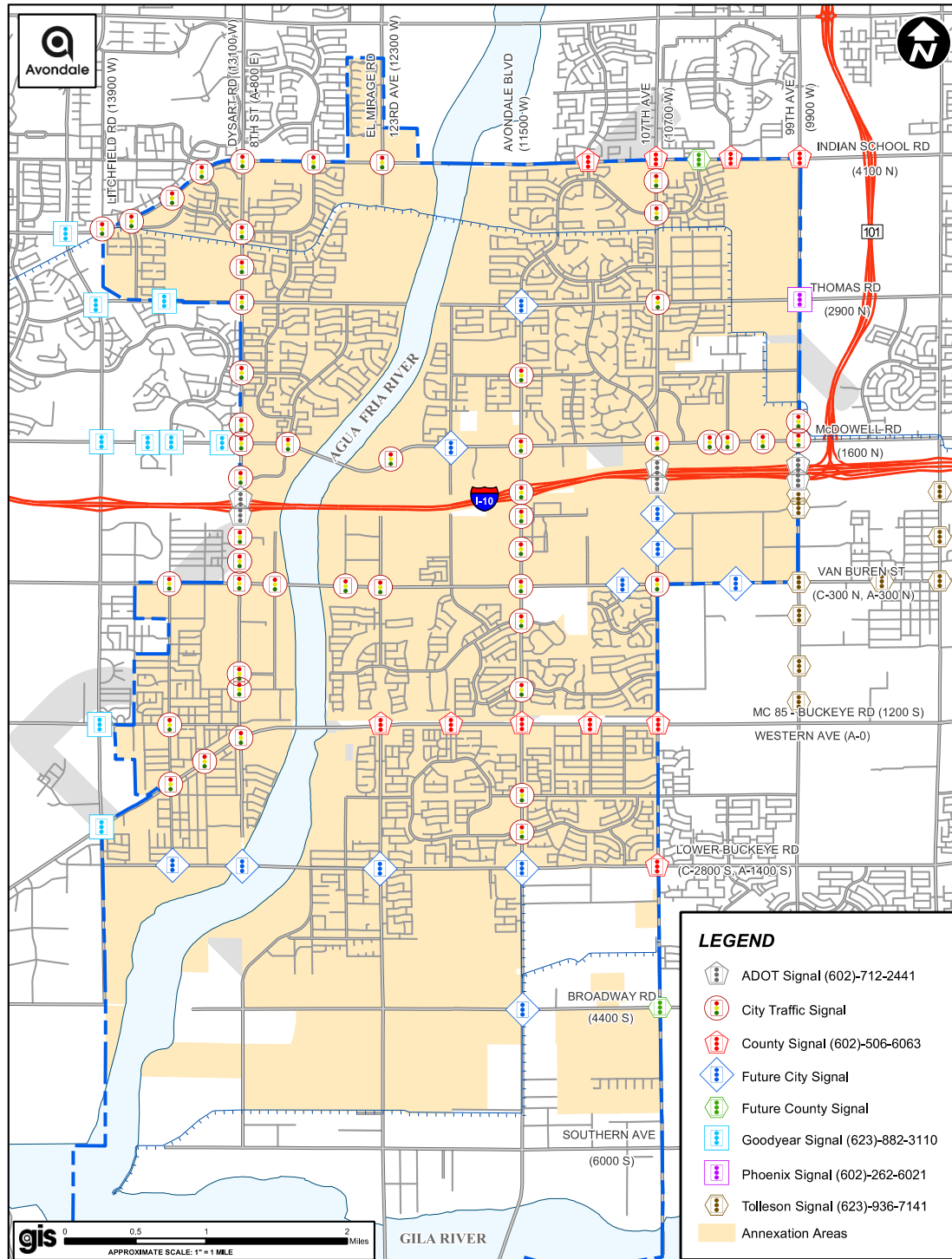
Lane miles of arterials in Avondale are mapped in Figure S1. A lane mile is a rectangular area that is one travel lane wide and a mile long. According to staff, Avondale currently has 295 arterial lane miles on streets with four or more travel lanes. All local and collector streets are project-level improvements excluded from the impact fee calculations. The City will continue to require project level improvements, such as turn lanes and signals for ingress/egress, during the development review and approval process.

Figure S1 – Arterials in Avondale



In addition to arterial lanes miles, transportation system improvements include City traffic signals and turn lanes at the intersection of an arterial with another arterial. As shown in Figure S2, there are currently 14 improved intersections (see City traffic signals in legend below) that meet the locational criteria for system improvements.

Figure S2 – Traffic Signals in Avondale



Forecast of Service Units

Avondale will use average weekday Vehicle Miles of Travel (VMT) as the service units for allocating the cost of future improvements. Raftelis created an aggregate travel model to convert development units within Avondale to vehicle trips and vehicle miles of travel. The top portion of Figure S3 summarizes the input variables for the travel model. Trip generation rates, expressed as average weekday Vehicle Trip Ends (VTE), are from the Institute of Transportation Engineers (ITE 2022). HU is an abbreviation for housing unit. KSF is an abbreviation for square feet of nonresidential floor area, expressed in thousands. Each input variable is described further below.

A typical vehicle trip, such as a person leaving their home and traveling to work, generally begins on a local street that connects to a collector street, which connects to an arterial and eventually to a state or interstate highway. This progression of travel up and down the functional classification chain limits the average trip length determination, for the purpose of development fees, to the following question, "What is the average vehicle trip length on system improvements (i.e., facilities funded by development fees)?"

As shown near the bottom of Figure S3, development in Avondale currently attracts 294,732 average weekday vehicle trips. According to the land use assumptions (shaded gold), new development over the next ten years is expected to account for 16% of total vehicle trips in 2032. In contrast, Avondale is only planning to expand arterial lane miles by three lane miles, which represents a conservative 1% expansion of arterial lane miles (i.e., [298/295]-1 rounded).

Figure S3 – Travel Demand Model

Input Variables by Development Type	ITE Code	Weekday VTE	Development Unit	Trip Rate Adjustment	Trip Length Wtg Factor			
Residential	210	9.43	HU	61%	1.14			
Industrial	150	1.71	KSF	50%	0.90			
Commercial	820	37.01	KSF	33%	0.75			
Office/Services	710	10.84	KSF	50%	0.90			
Average Trip Length (miles)		0.27	<= travel on system improvements to be constructed over the next ten years					
Vehicles per Lane per Day		4,600	<= existing traffic volume per lane on Avondale Blvd south of I-10					
Year->	Base	1	2	3	4	5	10	10-Year Increase
Avondale LUA	2022	2023	2024	2025	2026	2027	2032	
Residential Housing Units	29,911	30,318	30,724	31,130	31,536	31,942	33,818	3,907
Industrial KSF	2,900	3,000	3,000	3,100	3,200	3,300	3,700	800
Commercial KSF	7,800	8,000	8,300	8,500	8,700	8,900	10,000	2,200
Office/Services KSF	4,600	4,800	4,900	5,000	5,200	5,300	5,900	1,300
Residential Trips	172,057	174,398	176,734	179,069	181,405	183,740	194,531	
Industrial Trips	2,480	2,565	2,565	2,651	2,736	2,822	3,164	
Commercial Trips	95,264	97,706	101,370	103,813	106,256	108,698	122,133	
Office/Services Trips	24,932	26,016	26,558	27,100	28,184	28,726	31,978	
Total Inbound Vehicle Trips	294,732	300,686	307,227	312,633	318,580	323,986	351,806	57,073
Vehicle Miles of Travel (VMT)	78,911	80,411	82,003	83,369	84,867	86,233	93,148	14,237
Arterial-Arterial City Traffic Signals	14	14	15	15	15	15	17	3
Improved Intersections per 10,000 VMT	1.77	1.77	1.77	1.77	1.77	1.77	1.77	
Planned Arterial Lane Miles								3.0
Growth Share of 2032 Vehicle Trips =>								16%
Growth Cost per Lane Mile =>								\$2,500,000
Growth Cost of System Improvements Over Ten Years =>								\$7,500,000

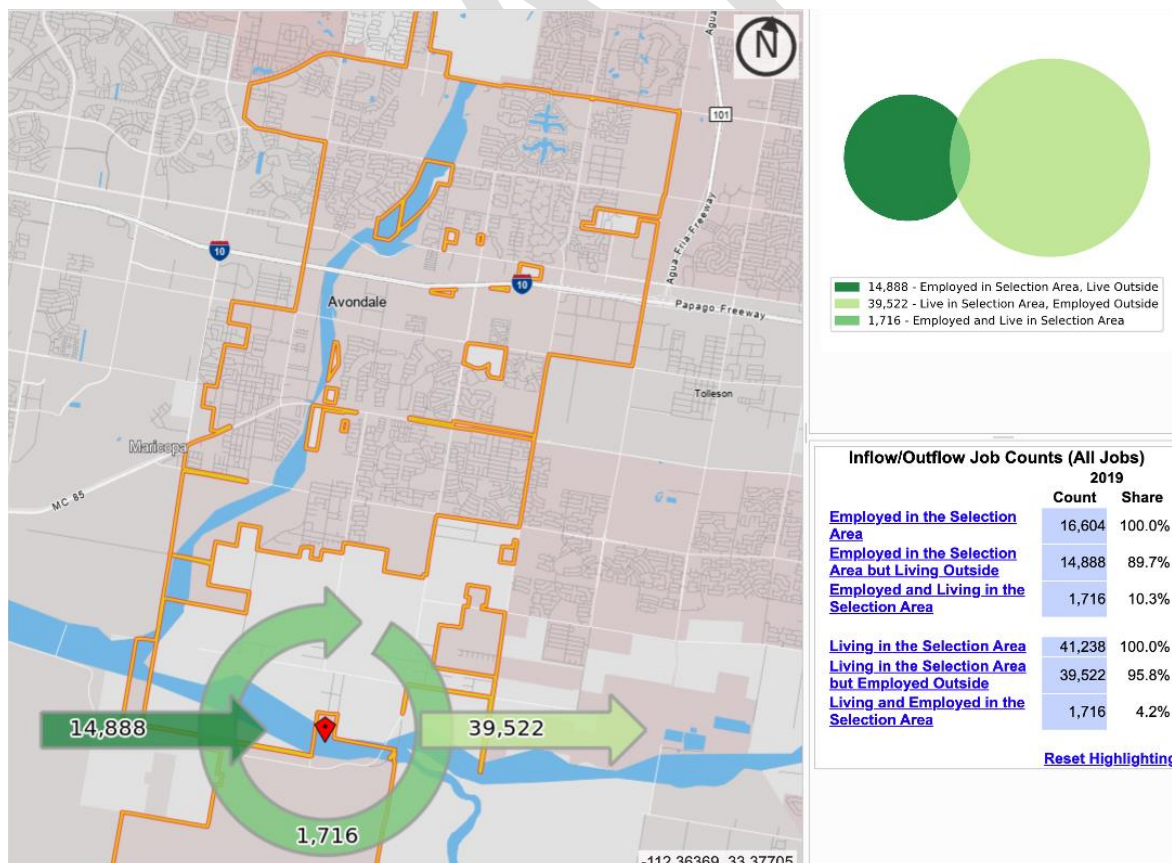
Trip Generation Rates

Avondale development fees for streets are derived using average weekday VTE. Trip generation rates are published by the Institute of Transportation Engineers (ITE 2022). A VTE represents a vehicle either entering or exiting a development (as if a traffic counter were placed across a driveway). To calculate street impact fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50%. As discussed further below, the fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for a particular type of development.

Adjustments for Commuting Patterns and Pass-By Trips

Residential development has a larger trip adjustment factor of 61% to account for commuters leaving Avondale for work. In other words, residential development is assigned all inbound trips plus 11% of outbound trips to account for job locations outside of Avondale. According to the National Household Travel Survey weekday work trips are typically 22.8% of production trips (i.e., all out-bound trips). As shown in Figure S4, the Census Bureau's website (<https://onthemap.ces.census.gov/>) indicates that approximately 95.8% of resident workers traveled outside Avondale for work in 2019. In combination, these factors ($0.50 \times 0.228 \times 0.958 = 0.11$ rounded) support the additional 11% allocation of trips to residential development.

Figure S4 – Inflow/Outflow Analysis



For commercial development, the trip adjustment factor is less than 50% because retail development attracts vehicles as they pass by on arterial roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For an average shopping center, ITE data indicate 34% of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66% of attraction trips have the shopping center as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor for an average size shopping center is 66% multiplied by 50%, or approximately 33% of the trip ends.

Trip Length Weighting Factor by Type of Land Use

The transportation impact fee methodology includes a percentage adjustment, or weighting factor, to account for trip length variation by type of land use. As shown in Figure S5, vehicle trips from residential development are approximately 114% of the average trip length. The residential trip length adjustment factor includes trips to work, social and recreational purposes, and home. Conversely, shopping trips associated with commercial development are roughly 75% of the average trip length, while other nonresidential development typically accounts for trips that are 90% of the average for all trips.

Figure S5 – Average Trip Length Weighting Factors

Trip purpose summary	Travel Day Vehicle Trip Length		Percent of Trips	Average Trip Length	Weighting Factor
	Trips	Mean Miles			
Home	205,743	9.93	Residential		
Work	92,392	11.98	Residential		
Social/Recreational	52,877	12.60	Residential		
Subtotal	351,012		Subtotal	57%	1.14
Shopping/Errands	134,048	7.08	Commercial		
Meals	43,347	7.49	Commercial		
Subtotal	177,395		Subtotal	29%	0.75
School/Daycare/Religious activity	16,288	9.11	Other		
Medical/Dental services	11,568	10.14	Other		
Transport someone	44,991	7.25	Other		
Something else	10,045	11.95	Other		
Subtotal	82,892		Subtotal	14%	0.90
All	611,299	9.55			

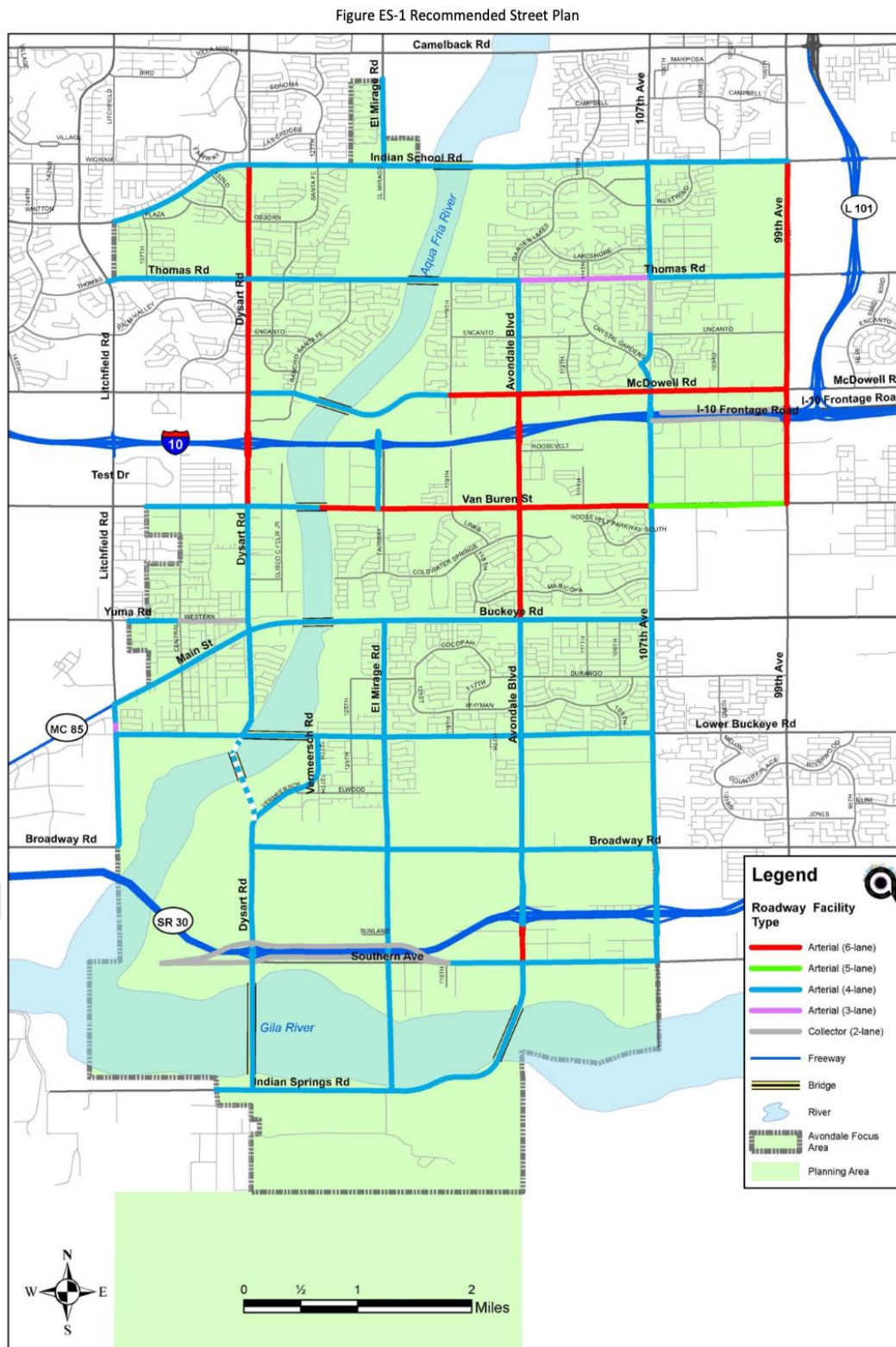
Source: Federal Highway Administration, 2017 National Household Travel Survey
Tabulation created on the NHTS website at <http://nhts.oml.gov>

Lane Capacity

As shown in Figure S1 above, existing traffic volumes vary significantly on arterials in Avondale. For the 2022 impact fee update, the existing volume on Avondale Blvd south of I-10 (i.e., 27,553 ADT) was divided by six travel lanes to yield an average of 4,600 vehicles per lane per day (rounded).

Infrastructure Improvements Plan for Streets

The latest adopted transportation plan for Avondale is shown in Figure S6. Comparing the existing transportation network to the planned system reveals the arterial street grid is substantially complete.

Figure S6 – Avondale Transportation Plan

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Avondale staff provided the list of improvements and planning-level cost estimates in Figure S7. The ten-year plan for street improvements will benefit citywide development because vehicles flow from larger travel sheds to congested areas where improvements are planned to eliminate bottlenecks. In the area north of I-10, Avondale will improve one arterial-arterial intersection. In the area south of I-10, Avondale will improve two intersections. To accommodate new development, Avondale will add three lane miles of arterial capacity over the next ten years. The total ten-year growth cost of system improvements is approximately \$14.39 million.

Figure S7 – Ten-Year Plan for Street Improvements

Transportation System Improvements

Arterial Lane Miles	Cost per Lane Mile	IIP Costs
3.0	\$2,500,000	\$7,500,000
Improved Intersections	Avg Cost per Intersection	
3	\$2,295,000	\$6,885,000

Planned Infrastructure Improvements

Location/Description	Estimated Cost	Growth Share	Growth Cost
Intersection Improvements @ Thomas & Avondale Blvd	\$800,000	100%	\$800,000
Intersection Improvements @ Lower Buckeye & Avondale Blvd	\$4,949,000	100%	\$4,949,000
Intersection Improvements @ Lower Buckeye & El Mirage	\$1,136,000	100%	\$1,136,000
Future Arterial Capacity Expansion	\$7,500,000	100%	\$7,500,000
Total	\$14,385,000		\$14,385,000

Water Utility Fees

ARS §9-463.05.T.7(a) defines the facilities and assets which can be included in the Water Facilities IIP:

“Water facilities, including the supply, transportation, treatment, purification and distribution of water, and any appurtenances for those facilities”

The City provides potable water with water supply consisting of a combination of ground water sources. The entire water system infrastructure includes water resources, wells, transmission, distribution, storage, administrative facilities, vehicles, and equipment including meters.

The calculation of the water facilities DIF was based on information provided by staff in addition to the City’s 2018 Integrated Utility Master Plan Report (IUMP). The findings presented in this section are based on a 10-year forecast, 2023 to 2032.

Fee Calculation Methodology

For this 2022 update, Raftelis used the plan-based approach. This approach is based on a forward-looking infrastructure improvements plan which considers the future projects needed to meet the future demands of the utility. The water development impact fee was calculated using the growth-share component of costs and the incremental capacity added from those facilities. Assumptions on included in the development of this fee were provided by Staff and the IUMP.

Service Area

The City’s water system serves the land areas north of the Estrella Mountains, excluding a small area in the northwest corner of the City limits. This area is served by a private water utility. The following provides an analysis of the resource and facility costs included in the IIP and DIF calculations.

Proportionate Share

ARS §9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to provide necessary public services to the development. Page 2-8, Table 2-4 from the 2018 Integrated Utility Master Plan (IUMP) shows in 2016, the City had a total of 24,561 water meters (accounts). Of these accounts, 88% of the City’s water meters were classified as residential and made up 57% of the City’s annual average water use. The City’s landscape meters made up 2% of the total number of water meters but accounted for 23% of the City’s average annual water use. The remaining water meters and annual usage is spread across several other account types.

For the purposes of this impact fee analysis, the fees are calculated on a dwelling unit basis which is defined as a residential has a demand of 450 gallons per day. The dwelling unit demand for a ¾” meter is the total residential and nonresidential demand divided by the total residential dwelling units. Page 2-10 in the 2018 IUMP indicates the City had 27,913 dwelling units in 2016.

Figure W1 shows the distribution of residential and nonresidential account types. Please note that these are aggregated in Figure W1 (e.g. residential rural and residential urban are classified under the category of residential below). The totals shown in the *Service Units and Demand by Land Use* are projected values and vary slightly from the values in Figure W1.

Figure W1 – 2016 Distribution of the Number of Meters and Demand by Land Use Type

Account Type	Number of Meters	Percent of Total	2016 Consumption <i>mg</i>	Percent of Total
Residential	21,582	87.9%	6,444,937	56.9%
Multi-Family/Apartment/Hotel	140	0.6%	609,252	5.4%
Commercial	534	2.2%	1,180,512	10.4%
Schools	59	0.2%	182,868	1.6%
Churches	42	0.2%	12,296	0.1%
Industrial	3	0.0%	9,184	0.1%
Laundromat	3	0.0%	12,556	0.1%
Mobile Home Park	19	0.1%	155,074	1.4%
Hydrant Meter	1	0.0%	7,822	0.1%
Car Wash	9	0.0%	64,088	0.6%
Sewer Only	1	0.0%	663	0.0%
Landscape Meter	554	2.3%	2,550,748	22.5%
Unclassified	1,614	6.6%	88,819	0.8%
Total	24,561	100.0%	11,318,819	100.0%

[1] 2018 IUMP, Page 2-9, Table 2.4

Existing Facilities

ARS §9-463.05 (E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS §9-463.05 (E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

The City’s integrated water system consists of major facilities to collect, treat, and distribute water to customers. Major backbone water system facilities include:

- Water production wells
- Booster pump stations
- Storage tanks
- Transmission and distribution lines

Water Production Wells (Water Sources)

Water production wells should have sufficient capacity to meet maximum day demands. In 2018, maximum day demands were supplied by operating wells more than 18 hours per day. Figure W2

shows that the firm water supply is 17.7 mgd which is 3.2 mgd less than the 2018 maximum daily demand of 20.9 mgd.¹

Figure W2 – 2018 Existing Wells and Production Capacities

<i>Well Water Delivery System</i>	<i>Well Supply Name</i>	<i>Production Capacity mgd</i>	<i>Firm Capacity mgd</i>
Distribution System	Wells #23	1.2	1.2
Coldwater	Wells 15, 16, 25	5.3	5.3
Garden Lakes	Well 17	1.7	1.7
Gateway	Wells 8A, 24	4.0	4.0
Northside	Wells 6, 7, 20	6.3	6.3
Rancho Santa Fe	Wells 10, 11, 12, 18 and 19	12.2	12.2
Total, gpm		30.6	30.6
Resilient Supply, mgd (18 hours/day)			23.0
Firm Supply [2]			17.7
Maximum Day Demand (2018)			20.9
Surplus/(Deficiency), mgd			(3.2)

[1] A composite of tables from the 2018 IUMP, Page 4-25, Table 4.15; Page 4-7, Table 4.6

[2] If Well #16 is out, Well #15 and Well #25 will also be out of service due to blending requirements. The firm supply represents the supply with all of the Coldwater wells out of service.

Booster Pump Stations

The City has five booster pump stations and one well that pumps directly into the distribution system as shown in Figure W3. Firm pumping capacity is the design flowrate with the largest pump out of service.

Figure W3 – Existing Booster Pump Stations and Capacities

<i>Facility</i>	<i>Number of Pumps</i>	<i>Total Pumping Capacity (gpm)</i>	<i>Firm Pumping Capacity (gpm)</i>
Well 23	1	800	800
Rancho Santa Fe	4	8,400	6,200
Coldwater Springs	4	16,000	12,000
Northside	4	7,200	5,400
Gateway	4	8,000	6,000
Del Rio	3	10,000	6,000
Garden Lakes	4	6,500	4,500
Total	24	56,900	40,900
Total, mgd		82.00	59.00

[1] 2018 IUMP, Page 4.9, Table 4.7

¹ This paragraph is summarized from 2018 IUMP text on Page 4-24. The IUMP text references a firm capacity 18.6 mgd and a deficiency of 2.3 mgd. However, Table 4.15 referenced in the text indicates a firm supply of 17.7 mgd and a deficiency of 3.2 mgd.

Storage

While water production facilities are typically designed to operate at a steady rate over an extended period of time, storage reservoirs are planned to accommodate fluctuating demands. The City's water system has five active reservoir sites and one inactive reservoir site (Del Rio). The total capacity of the storage facilities including Del Rio is 15.5 mg.

The City's water system operates within three pressure zones. According to the 2018 IUMP, capacity additions will be required during the study period. However, many of the facilities have available capacity to serve near term growth. The current well production capacities are the limiting factor in meeting near and long-term growth in water demands.

Figure W4 – Existing Storage

Facility	Number of Tanks	Total Volume	Available Volume
		mg	mg
Northside	2	1.2	1.1
Gateway	1	1.0	0.8
Garden Lakes	1	2.0	1.3
Rancho Santa Fe	2	2.8	2.1
Coldwater	2	5.0	3.2
Del Rio (inactive)	1	3.5	0.0
Total	9	15.5	8.5

[1] 2018 IUMP Page 4-10, Table 4.8

Distribution System

The City maintains 320 miles of transmission and distribution lines as well as 8 pressure reducing valves (PRVs). Figure W5 shows the length of mains by pipe diameter.

Figure W5 – Existing Transmission and Distribution Lines

Diameter	Length
inches	miles
6	48.2
8	170.5
10	3.3
12	57.7
16	31.5
18	0.1
20	5.1
24	2.7
30	0.1
36	1.3
48	0.1
Total	320.60

[1] 2018 IUMP Page 4-11, Table 4.10

The 2018 IUMP provides a detailed analysis of the available system capacities based on facilities and pressure zones. The 2018 IUMP also indicates the need for additional facilities over the 10-year study to accommodate new growth. New wells with a capacity of 6.92 mgd will be required over the study period to meet these demands. In addition, new transmission and distribution mains, and upsizing of existing mains will be required.

The existing water production wells, storage, pump stations, and transmission and distribution mains have an estimated value of \$734 million. Accounting for accumulated depreciation reduces this value to approximately \$410 million. In other words, the water system's assets are about 55% depreciated in aggregate based on accounting life. This is based on the City's most recent asset records and estimating a replacement cost of facilities using the Engineering News Record Construction Cost Index (ENR-CCI).

Expansion Facility Costs

ARS §9-463.05 (E)(3) requires:

"A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable."

New infrastructure-related facilities to serve growth over the study period include water production wells, transmission and distribution mains, booster pump stations, and reservoirs. The new wells will approximately 6.92 mgd of capacity. For the purposes of DIF calculations, the added well capacity represents the total increase in capacity to the system. In other words, the unit cost of expansion facilities (wells, reservoirs, pump stations, etc.) will be based on the added well capacity. The total cost of infrastructure facilities is approximately \$25.9 million. The City is also acquiring new water resources to meet the increase in demand due to growth. New water resources total 6,882 acre-feet at a cost of approximately \$10.0 million. Figure W6 details the proposed facilities needed for growth and their anticipated costs. The project listing and costs were provided by City Staff.

Figure W6 – Expansion Facility Project Costs

Description	Total Cost	Capacity Added (mgd)	Percent Growth-Related	Growth-Related Costs
Growth-Related Infrastructure Projects				
Well #33 The BLVD Well & Transmission	\$2,880,000	1.73	100.0%	\$2,880,000
Well at 107th & Encanto - SRP Shared Well Cost in Design	455,000	1.73	100.0%	455,000
McDowell Rd 16-inch Waterline - Avondale to 99th Ave	2,650,000		25%	662,500
99th Ave Waterline - Thomas to Encanto	956,000		100%	956,000
Garden Lakes Site - 2nd Reservoir & Booster Improvements	8,358,000		100.0%	8,358,000
Future Well	2,700,000	1.73	100.0%	2,700,000
Nitrate Removal System for Coldwater Booster Station	5,545,000		100.0%	5,545,000
16-inch WL Dysart Road – Illini to Roeser	1,000,000		52.0%	520,000
16-inch WL El Mirage, Elwood to Lower Buckeye	900,000		25.0%	225,000
16-inch WL 107th – Jones to Superior	500,000		25.0%	125,000
16-inch WL 107th Ave, Superior to Lower Buckeye	700,000		25.0%	175,000
Dysart Rd. Waterline - Roeser Alignment to Southern	1,000,000		63.0%	630,000
Northside Booster Well Site - Land Purchase & DCR	75,000	1.73	100.0%	75,000
NAWS Project (Impact Fee Portion, P&I) [1]	3,682,500		100.0%	3,682,500
Total Growth-Related Projects/Expansion Capacity Share	\$31,401,500			\$26,989,000
Less: FY21 Ending Fund Balance	(\$1,134,326)			(\$1,134,326)
Net Growth-Related Projects/Expansion Capacity Share	\$30,267,174	6.92		\$25,854,674
Growth-Related Resource Projects				
		Acre-Feet		
New River-Agua Fria River Underground Storage Project (NAUSP)	\$7,200,000	6,000	100.0%	7,200,000
White Mountain Apache Tribe Water Settlement	2,800,000	882	100.0%	2,800,000
Total Growth-Related Water Resource Costs	\$10,000,000	6,882.00		\$10,000,000
Total Expansion Costs				\$35,854,674

[1] Total P&I of project reimbursed from impact fees portion of \$4,419,000 multiplied by remaining 5 mgd of the 6 mgd capacity

[2] From 2018 Utility Master Plan, page 2-10. Represents metered demand from all 3/4" meters regardless of customer class.

[3] From 2018 Utility Master Plan, page 2-13.

Service Units and Demand by Land Use

ARS §9-463.05 (E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

The development of a dwelling unit service demand incorporates historical water production data and peak day demand data. A dwelling unit represents the smallest service capacity in the system. For the purposes of this DIF, a dwelling unit demand is equivalent to the average day and maximum day demand for the City's 3/4" meters².

Water production from 2012 through 2016 averaged 12.0 mgd and maximum day demands averaged 17.2 mgd. The 5-year peaking factor averaged 1.4. The 2018 IUMP recommends a peaking factor of 1.65 for planning purposes³.

Figure W7 – Historical Average Day and Maximum Day Demands

Year	(a) Average Day Demand mgd	(b) Maximum Day Demand mgd	(c)=(b)/(a) Maximum Day Peak Factor
2012	12.60	17.20	1.37
2013	12.20	17.10	1.40
2014	11.60	16.80	1.45
2015	12.10	16.20	1.34
2016	12.60	18.30	1.45
Average	12.22	17.12	1.40

[1] 2018 IUMP, Page 2-14, Table 2.9

Billed water consumption is based on data from the billing and water production records. The 2018 IUMP uses 2016 data as the baseline for developing their future demand projections.

Residential water DIFs are based on average day gallons per connection and assessed on a per dwelling unit basis. As shown on Figure W3, water production in 2016 was 12.6 MGD with 27,913 connections. This gives an existing allocated water demand of 450 gallons per day for a residential connection served by a 3/4" meter. From the 2018 IUMP, Page 2-3:

“The City’s TAZ data was used to estimate the number of dwelling units for each of the 2018 IUMP planning years. ...The 450 gpd/DU value is based on the number of dwelling units, which is calculated using the residential land use categories, and the total annual average production. However, because it is a composite unit water demand it includes both the residential and non-residential component of water use (including non-revenue water).”

² Dwelling unit and 3/4" equivalent unit or 3/4" meter are used synonymously throughout the water and wastewater section.

³ 2018 IUMP, Page 2-13

Figure W8 – Water Demand Unit

<i>Description</i>	<i>Values</i>
Total 2016 Water Demand , mgd [1]	12,600,000
Total 2016 Dwelling Units	27,913
Average Day Demand per Dwelling Unit, gpd	450
Maximum Day Peaking Factor	1.65
Maximum Day Demand per Dwelling Unit, gpd [2]	743

[1] 2018 IUMP, Page 2-10

[2] Rounded to nearest whole number

For residential and nonresidential connections, the water development fees are assessed by meter size. Development fees for meters greater than ¾" are multiplied by their corresponding meter capacity ratio. The meter capacity ratio represents the maximum safe allowable flow in gallons per minute for a given meter size as shown in Figure W9.

Figure W9 – Average and Maximum Day Demand by Water Meter Size

<i>Meter Size</i>	<i>Meter Capacity Ratio [1]</i>	<i>Average Day Demand</i>	<i>Maximum Day Demand</i>
<i>inches</i>		<i>gpd</i>	<i>gpd</i>
0.75	1.00	450	743
1.00	1.67	750	1,238
1.50	3.33	1,500	2,475
2.00	5.33	2,400	3,960
3.00	10.67	4,800	7,920
4.00	16.67	7,500	12,375
6.00	33.33	15,000	24,750

[1] American Water Works Association M1 Manual, Principles of Water Rates, Fees, and Charges. 7th Ed.

Projected Service Units

ARS §9-463.05 (E)(5) requires:

"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."

ARS §9-463.05 (E)(6) requires:

"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."

It is projected that there will be an additional 3,907 dwelling units added within the City by 2032. Using the maximum day water demand per DU of 743 gpd, the projected residential peak demand will increase 2.9 mgd ($743 \times 3,907 = 2,902,901$ gpd). It is estimated that the 6.92 mgd added capacity will serve approximately 9,314 DU ($6,900,000$ gpd / 743 gpd per DU = $9,314$ DU).

Figure W10 shows the development of the current demand projection, projected demands and the total DU added during the study period. It also shows the DU that will be served by existing available capacity

and the capacity added by the IIP. The current system operates above the firm capacity of 17.7 mgd so there is no existing available capacity to serve growth.

Figure W10 – Projected Added Dwelling Units and Water Demand Forecast

Line No	Description	Units
Current Dwelling Units and Demand		
1	Current 2022 DU	29,911
2	Demand per EDU, gpd	450
3	Current Ave Day Demand, gpd	13,459,950
4	Maximum Day Peak Factor	1.41
5	Avg Day of Maximum Month, gpd (Line 3 x Line 4)	18,960,633
6	Current Firm Capacity, gpd	17,700,000
7	Existing Capacity Available for Growth, gpd (Line 6 - Line 5)	0
Added Capacity		
8	Added DU, 2022 - 2032	3,907
9	Average Day Demand	450
10	Planning Maximum Day Factor	1.65
11	Maximum Day Demand per DU, gpd	743
12	Added System Maximum Day Demand, gpd (Line 8 x Line 11)	2,902,901
13	Additional Capacity Needed for Growth (Line 12 - Line 7)	2,902,901
14	DU Served by Existing Available Capacity (Line 7 / Line 11)	0
15	DU Served by 10-Year IIP (Line 13 / Line 11)	3,907
16	Total Added DU	3,907
17	DU Served by Full 6.92 mgd Capacity Addition	9,314

Facility Improvements

The City has plans to expand the existing supply system by 6.92 mgd through the addition of wells and distribution projects meet the future demands on the service area. The City is also securing additional 6,882 acre-feet water resources to meet future demands. This includes additional storage/recharge capacity at the New River-Agua Fria River Underground Storage Project (NAUSP) operated by Salt River Project (SRP) from the City of Chandler. This provides Avondale additional recharge capability and will alleviate the need for a water surface treatment plant. The cost of water infrastructure projects totals approximately \$27.0 million. This value is reduced by the FY 21 outstanding fund balance of \$1.1 million resulting in a net cost of \$25.9 million. The cost of the water infrastructure and water resources growth-related projects is \$35.85 million.

As discussed previously, the maximum day demand per DU is 743 gpd. The \$3.74 unit cost of capacity is multiplied by 743 gpd which totals \$2,776 for the infrastructure portion of the fee. The water resource fee is equal to the annual DU demand of 164,300 gallons multiplied by \$4.46 per gallon for a total of \$732. The total water DIF is \$3,519 which also includes the cost of the study of \$11.

Wastewater Utility Fees

ARS §9-463.05.T.7(b) defines the facilities and assets which can be included in the Wastewater Facilities IIP:

“Wastewater facilities, including collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances for those facilities”

The City provides central wastewater collection, treatment, and disposal service throughout the City limits. The following provides an analysis of the resource and facility costs included in the IIP and DIF calculations.

The calculation of the water facilities DIF was based on information provided by staff in addition to the City's 2018 Integrated Utility Master Plan Update Report (IUMP).

Fee Calculation Methodology

For this 2022 update, Raftelis used the plan-based approach. This approach is based on a forward-looking infrastructure improvements plan which considers the future projects needed to meet the future wastewater demands of the utility. The wastewater development impact fee was calculated using the growth-share component of costs and the incremental capacity added from those facilities. Assumptions on included in the development of this fee were provided by Staff and the IUMP.

Service Area

The wastewater service area includes the northern municipal planning area down to the Estrella Mountains. The service area includes sections that are served by septic systems.

Proportionate Share

ARS §9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to provide necessary public services to the development. Page 2-8, Table 2.4 from the 2018 Integrated Utility Master Plan (IUMP) shows in 2016, the City had a total of 24,561 water meters (accounts).

Raftelis assumes that the number of wastewater account types are for the most part the same as water except for landscape meters and customers with septic tanks. Raftelis estimates the 2016 account type counts was approximately 24,000 (excluding irrigation and customers on septic systems) with a total contributed wastewater flow of 5.4 mgd. Based on a water demand of 12.6 mgd, the 2016 return to sewer factor was 44%. The 2018 IUMP indicates that 46% is an appropriate return to sewer factor for planning purposes. Figure WW1 shows the return to sewer percentages for each land use type and their respective contributed wastewater volume.

Figure WW1 – 2016 Account Type Return to Sewer Factors and Contributed Volume

<i>Description</i>	<i>Return to Sewer Factor</i>	<i>Average Daily WW Flow (gpd)</i>
Rural Low Density Residential	35.0%	0
Estate/Low Density Residential	35.0%	11,000
Sports & Entertainment	45.0%	0
Medium Density Residential	40.0%	1,774,000
City Center	60.0%	93,000
Historic Avondale	50.0%	163,000
Medium – High Density Residential	50.0%	165,000
High Density Residential	60.0%	1,138,000
Urban Commercial	60.0%	144,000
Mixed Use	60.0%	351,000
Urban Residential	0.0%	0
Local Commercial	60.0%	343,000
Open Space & Parks	0.0%	0
Open Space – Irrigation	0.0%	0
Freeway Commercial	75.0%	209,000
Business Park	60.0%	263,000
Education	60.0%	244,000
Industrial	60.0%	63,000
Public / Civic	60.0%	34,000
Corporate Park	60.0%	0
Gila River Scenic District	60.0%	0
High Intensity Office	60.0%	166
Office / Professional	60.0%	13,000
Total		5,008,166
Basin No. 2 Adjustment		432,000
Net Wastewater Flow (gpd)		5,440,000
2016 Actual Average Daily WastewaterFlow at WRF		5,600,000
<i>Variance (%)</i>		<i>-3.0%</i>

[1] 2018 IUMP, Page 2.18, Table 2.13; Page 2.20, Table 2.14

Existing Facilities

ARS §9-463.05 (E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS §9-463.05 (E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Water Reclamation Facility

The City’s Water Reclamation Facility (WRF) is named the Charles M. Wolf Water Resource Center and is located on Dysart Road south of Broadway Road alignment. Wastewater is conveyed to the facility

through two interceptors (36-inch and 48-inch) that enter the facility from the east. The current treatment capacity is a maximum month average daily flow (MMADF) of 9.0 million gallons per day (mgd). State regulations require the expansion of a facility when the facility reaches 80% of rated design capacity. The functional capacity under this regulation is 7.2 MGD. The 2021 average annual daily flow to the Avondale WRF was 6.5 mgd.

Lift Stations and Force Mains

The City currently has 10 lift stations. There are nearly 6.5 miles of force mains associated with the City's lift stations, which range in size from 2 to 16 inches in diameter. Figure WW2 lists the lift stations and their firm capacity.

Figure WW2 – Existing Lift Stations and Firm Capacity

<i>Lift Station</i>	<i>Firm Capacity (gpd)</i>
4th Street	3,200
10th Street	1,150
Central	200
Donatela	350
Friendship Park	350
Fulton	140
Littleton	210
PIR	30
Riley	2,200
Whyman	200

[1] 2018 IUMP Page 5-4, Table 5.1

Gravity Sewer Mains

The City's collection system contains 235 miles of mains ranging in size from 4 to 48 inches. Both the gravity sewer lines and lift stations have sufficient capacity to meet demands over the study period.

The existing wastewater treatment plant, lift stations, and gravity sewer mains have an estimated value of \$692 million. Accounting for accumulated depreciation reduces this value to approximately \$386 million. In other words, the water system's assets are about 55% depreciated in aggregate based on accounting life. This is based on the City's most recent asset records and estimating a replacement cost of facilities using the Engineering News Record Construction Cost Index (ENR-CCI).

Expansion Facility Costs

ARS §9-463.05 (E)(3) requires:

A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.

The City's existing treatment capacity is a maximum month average daily flow (MMADF) of 9.0 mgd. As shown on Figure WW1, the 2016 average annual daily flow to the WRF is 5.6 mgd. From 2016 to 2021, the average annual daily flow increased from 5.6 mgd to 6.5 mgd. The MMADF in 2021 was 6.75 mgd.

Under existing Arizona law, only 80% of the total capacity can be used, or 7.2 MGD. The remaining capacity of 0.45 mgd of additional capacity available for growth. The City has plans for a 3.0 mgd expansion to the Avondale Water Reclaimed Facility (WRF). Also under existing Arizona law, only 80% of the total capacity can be used, giving an additional planned capacity of 2.40 MGD.

Including both the additional capacity available from the existing facility of 0.45 mgd and the planned expansion of 2.40 MGD, the City's wastewater treatment has 2.85 mgd of available wastewater capacity to serve growth. Of that 2.85 mgd capacity, 0.85 mgd will be required to serve growth over the 10-year period. The estimated cost of the additional capacity is approximately \$79.6 million.

Service Units and Demand by Land Use

ARS §9-463.05 (E)(4) requires:

"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."

The development of a dwelling unit wastewater service demand incorporates historical wastewater contributed flow data and system peak flow data. A dwelling unit represents the smallest service capacity in the system. For the purposes of this DIF, a dwelling unit demand is equivalent to the average daily flow and peak flow for the City's 3/4" meters.

Residential wastewater DIFs are based on average day gallons per dwelling unit and assessed by meter size. The existing allocated water capacity is 450 gallons per day for a residential DU served by a 3/4" meter. Contributed wastewater flow is estimated to be 46% of water usage based on the planning criteria in the 2018 IUMP. The product of the 450 gpd and 46% equals the average day flow per DU of 207 gpd. The MMADF factor of 1.05 is applied to account for maximum month flows which results in a MMADF of 218 gpd. Figure WW3 shows the calculation of the DU average ad MMADF flows.

Figure WW3 – Wastewater Demand Unit

Description	Amount
Avg Day Water Demand per DU, gpd	450
Return Factor	46%
MMADF Peaking Factor	105%
MMADF Flow per DU, gpd	218

For residential and nonresidential connections, the wastewater DIFs are assessed by water meter size. and are allocated the appropriate meter capacity for wastewater by multiplying the DU MMADF of 218 gpd by the corresponding capacity ratios provided in Figure WW4.

Figure WW4 – Meter Capacity Ratios

Meter Size	Meter Capacity Ratio [1]	MMADF
<i>inches</i>		<i>gpd</i>
0.75	1.00	218
1.00	1.67	363
1.50	3.33	727
2.00	5.33	1,163
3.00	10.67	2,325
4.00	16.67	3,633
6.00	33.33	7,267

[1] American Water Works Association M1 Manual, Principles of Water Rates, Fees, and Charges. 7th Ed.

Projected Service Units

ARS §9-463.05 (E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS §9-463.05 (E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

It is projected that there will be an additional 5,552 dwelling units built within the City by 2037. Using the MMADF per dwelling unit of 207 gpd, it is estimated that there will be an increase in projected contributed peak wastewater flow of 1.2 mgd ($218 \times 5,552 = 1,210,000$ gpd).

Figure WW5 shows the development of the current annual average daily flow projections, projected average daily and MMADF flow, and the total DU added during the study period. It also shows the DU that will be served by existing available capacity and the capacity added by the IIP. It is estimated that the 2.4 mgd capacity addition will serve approximately 11,009 DU ($2,400,000$ gpd / 218 gpd).

Figure WW5 – Projected Added Dwelling Units and Wastewater Flows Forecast

Line No	Description	Units
Current Dwelling Units and Demand		
1	Current 2022 DU	29,911
2	Demand per DU, gpd	218.00
3	Current Ave Day Demand, gpd	6,520,598
4	MMADF Peak Factor	1.04
5	Avg Day of Maximum Month, gpd (Rounded) (Line 4 x Line 3)	6,751,000
6	Current Firm Capacity, gpd	7,200,000
7	Existing Capacity Available for Growth, gpd (Line 6 - Line 5)	449,000
Added Demand [1]		
8	Added DU, 2023 - 2032	3,907
9	Average Day Demand	207
10	Planning MMADF factor	1.05
11	MMADF per DU, gpd (Line 9 x Line 10)	218
12	Added MMADF, gpd	851,726
13	Additional Capacity Needed for Growth, gpd (Line 12 - Line 7)	402,726
14	DU Served by Existing Available Capacity (Line 7 / Line 11)	2,060
15	DU Served by 10-Year IIP (Line 13 / Line 11)	1,847
16	Total Added DU	3,907
17	DU Served by Full 2.4 mgd Capacity Addition	11,009

[1] The new WWTP adds a total of 2.4 mgd of capacity.

Facility Improvements

The City has plans to expand the existing wastewater treatment plant by 3.0 mgd of which 80% (2.4 mgd) can be used under Arizona law. The total cost of the wastewater treatment plant phase 2 expansion is \$79,590,000. The existing wastewater development fund has \$6,438,870 as of the end of fiscal year 2021. The total cost of the wastewater treatment plant expansion less the existing development fund balance can be recovered through wastewater DIFs. This value divided by the additional capacity added of 2.4 mgd results in a unit cost of \$30.48 per mgd.

As discussed previously, the maximum month average daily flow per demand unit is 218 for wastewater. The \$30.48 unit cost of capacity is multiplied by the MMADF per demand unit of 218 to get a wastewater DIF per 0.75-inch meter equivalent of \$6,656. This includes \$11 for the cost of this impact fee study.

The proposed wastewater DIF is the product of the dwelling unit's maximum month average daily flow (MMADF) and the unit cost of capacity (218 gpd x \$30.48 per gpd) plus a charge of \$11 per dwelling unit for professional services. The proposed DIF totals \$6,656.

Appendix A – Forecast of Revenues

Arizona’s enabling legislation mandates a “required offset” for “excess” construction contracting excise taxes, as stated in ARS § 9-463.05(B)(12)).

The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection.

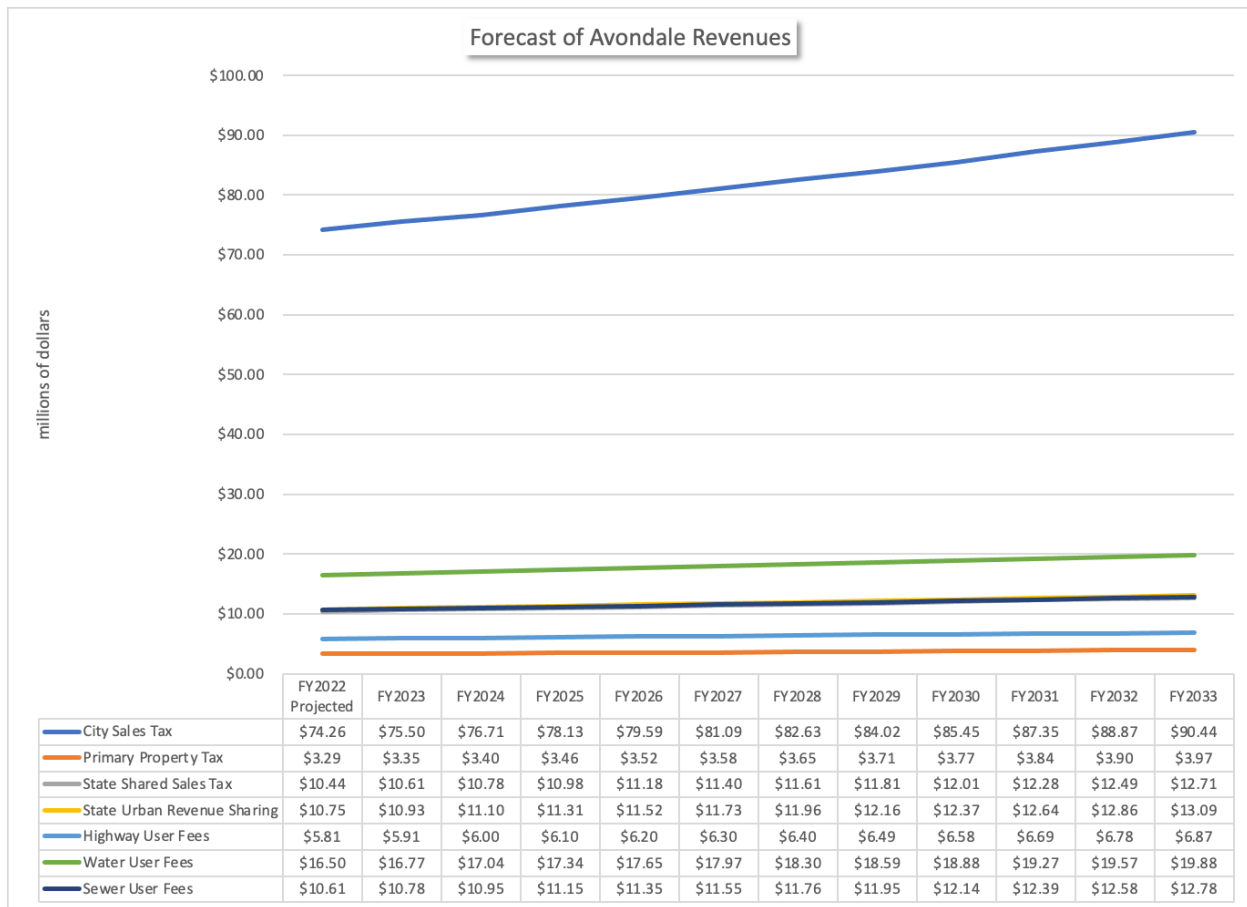
Avondale does not charge a construction excise tax at a rate higher than the rate applicable for other types of business activities. Therefore, no such offset is required.

ARS § 9-463.05(E)(7) requires:

“A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section.”

The required forecast of non-development fee revenue that might be used for growth-related improvements is shown in Figure A1. The forecast of revenues was provided by staff.

Figure A1 – Ten-Year Revenue Projections



Appendix B – MAG Socioeconomic Documentation

Pages 23-25 from MAG Socioeconomic Projections 2019 Documentation are shown below.

Industrial is based on Manufacturing and Warehousing.

INDUSTRIAL EMPLOYMENT AND DEVELOPMENT BY INDUSTRY

		FAR	Sq.Ft. per Employee
Manufacturing			
311	Food Manufacturing	0.26	460
312	Beverage and Tobacco Product Manufacturing	0.37	761
314-			
323	Textiles/Wood Products/Printing	0.31	717
324-			
326	Petroleum/Pharmaceuticals/Plastics	0.28	596
327	Concrete/Concrete Products/Stone	0.08	580
331-			
332	Steel/Fabricated Metals/Machine Shops	0.30	549
333	Machinery Manufacturing	0.37	308
334	Computer and Electronic Product Manufacturing	0.33	428
	Electrical Equipment, Appliance, and Component		
335	Manufacturing	0.35	697
336	Transportation Equipment Manufacturing	0.13	363
337	Furniture and Related Product Manufacturing	0.37	789
339	Miscellaneous Manufacturing	0.26	520
	Total	0.25	495
Warehouse			
423	Merchant Wholesalers, Durable Goods	0.29	514
424	Merchant Wholesalers, Nondurable Goods	0.32	735
484	General Freight Trucking	0.11	191
493	Warehousing and Storage	0.33	1,625

Commercial is based on Retail, Restaurants, and Hotels.

RETAIL EMPLOYMENT AND DEVELOPMENT BY INDUSTRY

		FAR	Sq.Ft. per Employee
Retail			
441	Motor Vehicle and Parts Dealers	0.18	379
441	Recreational Vehicle Dealers	0.10	754
441	Automotive Parts and Accessories Stores	0.26	724
442	Furniture and Home Furnishings Stores	0.31	674
443	Electronics and Appliance Stores	0.31	532
444	Building Material and Garden Equipment and Supplies Dealers	0.24	637
445	Supermarkets and Grocery Stores	0.24	454
445	Other Food and Beverage Stores	0.26	498
446	Health and Personal Care Stores	0.28	562
447	Gasoline Stations	0.10	340
448	Clothing and Clothing Accessories Stores	0.38	615
451	Sporting Goods, Hobby, Book, and Music Stores	0.27	583
452	General Merchandise Stores	0.30	741
452	Warehouse Clubs and Supercenters	0.23	566
452	All Other General Merchandise Stores	0.18	702
453	Miscellaneous Store Retailers	0.32	548
454	Nonstore Retailers	0.22	506
	Retail Total	0.25	561
Restaurants			
722	Food Service Contractors and Caterers	0.23	326
722	Drinking Places (Alcoholic Beverages)	0.27	485
722	Full-Service Restaurants	0.27	471
722	Limited-Service Restaurants	0.24	464
722	Snack and Nonalcoholic Beverage Bars	0.26	485
	Restaurant Total	0.26	463
Hotels		0.37	956

Office/Institutional is based on Information, Finance/Insurance, and Real Estate.

OFFICE EMPLOYMENT AND DEVELOPMENT BY INDUSTRY

	FAR	Sq.Ft. per Employee
Information		
511 Publishing Industries (except Internet)	0.57	390
512 Motion Picture and Sound Recording Industries	0.37	574
515 Broadcasting (except Internet)	0.36	376
517 Telecommunications	0.30	500
518 Data Processing, Hosting and Related Services	0.34	349
519 Other Information Services	0.08	478
51 Total	0.29	463
Finance & Insurance		
522 Banking	0.33	429
522 Consumer Lending	0.46	441
522 Other Lending	0.25	388
523 Investments	0.53	588
524 Insurance Carriers and Related Activities	0.55	423
52 Total	0.42	445
Real Estate and Rental and Leasing		
531 Real Estate Leasing	0.25	520
531 Real Estate Agents	0.37	390
532 Car & Truck Rental	0.08	590
532 Consular Rentals	0.33	623
532 Machinery and Equipment Rental and Leasing	0.13	485
53 Total	0.19	468

Appendix C – Impact Fee References

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CITY COUNCIL REPORT

SUBJECT: Drought Preparedness Plan Update

MEETING DATE: 8/22/2022

TO: Mayor and Council

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

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

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 of common values.

The Drought Preparedness Plan provides guidance to continue to provide a safe, reliable water supply for current and future customers. This is done through conservation and more sustainable practices throughout municipal operations and the Avondale community.

- Natural Resources and Open Spaces –

Avondale recognizes the value of its natural resources and promotes environmental sustainability and conservation in its operations, activities, and planning.

The Drought Preparedness Plan meets this strategic outcome area by promoting environmental sustainability and conservation with respect to the City's water resources.

PURPOSE:

City Council will receive an update on the City's Draft Drought Preparedness Plan. This item is for discussion only, input and feedback is requested from City Council.

BACKGROUND:

An update of the City's current Drought Preparedness Plan (DPP) is due to the Arizona Department of Water Resources by January 1, 2023. The purpose of a DPP is to provide guidelines that water providers can use to manage water demand and its uses during times of actual or predictive reductions to water supplies. Additionally, the City's water resource team maintains a DPP as an important tool in its overall water management strategy. The City's current DPP was adopted by City Council in 2004, and has been readopted but not updated since that time. This current update is especially important as the conditions of the Colorado River System and overall climatic conditions continue to morph and potentially impact our future renewable water supplies. Public Works manages the City's water portfolio and delivery of water services first and foremost with the highest regard to public health and safety, meeting all local, state and federal regulations with the highest standards for innovative and exceptional customer service. Additionally, we understand that

sustainable community development is only possible with adequate water supplies to meet those needs for future growth.

DISCUSSION:

The contents of the DPP will assist the Mayor and Council, City Management, and staff in making informed decisions regarding the management of the City's water resource portfolio, especially during times of real or potential water shortages. The Draft DPP is composed of three Drought Plan Components (Triggers, Stages, and Measures) aimed at identifying drought conditions, declaring the severity of drought conditions, and educating the public about drought conditions and defining measures to reduce water consumption within the City during times of drought. The Draft DPP anticipates participation from the City's three primary water customer types: Municipal (City); Non-residential (commercial, industrial, HOAs), and Residential. In this discussion, staff will highlight the proposed DPP update, including triggers, components and conditions that staff will use to analyze and make recommendations about measures or steps to take for adequate drought response.

BUDGET IMPACT:

For information and discussion only; there is no request for budgetary allowances with this item at this time.

RECOMMENDATION:

No Council action is required, this is for discussion only.

*Contact person for document distribution: Kirk Beaty
Jennifer Davidson*

**City of Avondale
Draft Drought Preparedness Plan Update
August 2022**

Introduction and Overview

The City of Avondale (City) is committed to providing reliable and safe water service to its customers, collecting and treating wastewater to provide sanitation, and beneficially reusing reclaimed water as a key part of its water resource portfolio. Avondale maintains a 100-year Designation of Assured Water Supply from the Arizona Department of Water Resources (ADWR) that demonstrates the City's ability to provide continuous availability of physical water resources and the legal right to use them to serve the City's customers.

Per the Arizona Revised Statutes §45-342, ADWR requires that a water provider have a drought preparedness plan (DPP) that shall have “response stages providing for the implementation of measures in response to reduction in available water supply due to drought or infrastructure failure,” and to update or renew its DPP every five years. The purpose of a DPP is to provide guidelines that water providers can use to manage water supply and water demand during times of actual or predictive reductions to water supplies. Additionally, the City's water resource team maintains a DPP, or “Plan” as an important tool in its overall water management strategy.

Avondale's Water Supplies

The City has a diverse water supply consisting of renewable surface water supplies from the Central Arizona Project (CAP) and the Salt River Project (SRP), groundwater, and reclaimed water. Avondale has planned for decades to meet the challenge of providing its customers a safe, high-quality, reliable water supply, even during times of drought, and has augmented its supplies through underground water storage to protect against future drought conditions and climate change. The City's current water portfolio is approximately 40 percent from SRP, 30 percent from CAP, and 30 percent from reclaimed water. Additional supplies include a groundwater account and long-term and extinguishment credits.

Avondale's Water Demand

The City provides water to a variety of customer types, such as residential, commercial, industrial, institutional, municipal, large landscape users, etc. As outdoor water use in the Valley can be as much as 70 percent, the primary demand management strategies incorporated in the Plan focus on reducing outdoor, non-recreational or ornamental water use first.

DROUGHT PLAN COMPONENTS

Drought exists in multiple stages as drought is not a constant nor totally predictable condition or duration. The Plan consists of three primary components: Triggers, Stages, and Measures.

Drought Triggers

Triggers are indicators of real or potential supply challenges that the Public Works team will consider when making recommendations to City leadership about Plan implementation. These include a constant review of the City's current water portfolio and water resources, supply threats and challenges, including extended drought, shortages, or emergency supply reductions. Triggers may prompt recommended responses, or stage declarations in response to these conditions or threats.

Many factors may guide staff through the recommendation and consideration of Plan implementation such as, however, not limited to real or predicted reduction in the City's supplies from CAP or SRP, Colorado River System conditions, drought or climate conditions, existing credits, and current, committed, and projected water demands.

Drought Stages

Drought stages outline demand reduction strategies and actions for reducing water demand. While the drought stages are not directly controlled by drought triggers on the Colorado River System, the Salt and Verde River watershed, or groundwater levels, they are highly influenced by them. Water demand reduction during a drought may incorporate both voluntary and mandatory measures.

The drought stages incorporate intensifying strategies and actions to reduce water demand. The Plan includes five drought response stages ranging from Stage 0 to Stage 4. Stage 0 is where the City will always remain unless the City implements escalated stages. Progression through Stages 1, 2, 3 and 4 are dependent on the severity of the drought triggers.

Avondale's Water Resources Manager or designee will continually evaluate the City's water portfolio including CAP, SRP, groundwater, recharge volumes, and demand as well as remain apprised of climatic changes that may affect the water portfolio. Then depending on the severity of these factors, will recommend to the City Manager implementation of one of the four escalated drought stages. Altogether these factors will provide the City with flexible options as part of a comprehensive drought response.

Stage 0: Drought and Water Shortage Preparedness

This stage relates to the status in Avondale, whereas the area is an arid desert region, with limited rainfall, and has been experiencing an official drought since 1999. The purpose of this stage is for the City to continue to engage in water conservation efforts through effective demand management and targeted communication, education, and wise water use practices.

- Supply reduction is zero
- Monitor CAP, SRP, groundwater, and climate conditions
- Implement corresponding measures from tables
- Advise the Public Works Director of any potential water supply challenges
- Maintain a comprehensive water conservation program, as required by ADWR
- Provide water education and conservation information, education, and outreach to the Avondale Community
- Prepare for budget impacts
- Prepare for enforcement actions that may occur in subsequent stages

Stage 1: Minimum Water Shortage and/or Drought Conditions

- Supply reduction is zero or minimal
- Continue efforts from Stage 0
- Implement corresponding measures from tables
- Prepare for enforcement actions that may occur in subsequent stages
- Review and discuss water demand and production internally
- Arrange a media briefing

Stage 2: Moderate Water Shortage and/or Drought Conditions

- Supply reduction is minimal to moderate
- Continue efforts from Stage 1
- Implement corresponding measures from tables
- Prepare for enforcement actions that may occur in subsequent stages
- Consider using water that Avondale has stored for drought or emergency purposes to compensate for differences in demand versus availability

Stage 3: Severe Water Shortage and/or Drought Conditions

- Supply reduction is moderate to severe
- Continue efforts from Stage 2
- Implement corresponding measures from tables
- Prepare for enforcement actions that may occur in subsequent stages

Stage 4: Critical Water Shortage and/or Drought Conditions

- Supply reduction is severe to critical
- Continue efforts from Stage 3
- Implement corresponding measures from tables
- Prepare for enforcement actions that may occur in subsequent stages

Drought Measures

Drought measures are implementation strategies to help reduce demand. While the drought stages lead to escalated strategies and measures to reduce demand, the early stages take an “education-first” approach, whereas the corresponding measures focus on encouraging the community to adopt water conservation and demand reduction practices. Later stages introduce limitations and enforcement to water use. The primary focus of the measures is reducing outdoor water use, especially in non-recreational and ornamental areas first.

The measures cover three water use categories or types. The first category covers municipal water users, the second covers residential water users, and the third category covers non-residential customers. The non-residential category includes commercial, industrial, institutional, Homeowner Associations, etc., water users. Altogether the measures provide flexible options as part of a comprehensive drought response.

DROUGHT PLAN ADMINISTRATION

Drought Stage Declaration

The Water Resources Manager is charged with communicating the drought status and any action associated with implementing the Plan to the City Manager, and will provide information about the current drought stages and Drought Preparedness Plan implementation to other City staff as related to drought, shortage, and stages.

The City Manager, or a designee, is hereby authorized to declare drought Stage 0 or 1, whereas City Council may declare further stages. Additionally, during any drought stage declaration the City Manager and/or City Council may apply alternative water use restrictions to those prescribed by this Plan, which may be necessary to achieve a desired reduction in water use.

Declaration Authorization

- Stage 0 – City Manager
- Stage 1 – City Manager
- Stage 2 – City Council
- Stage 3 – City Council
- Stage 4 – City Council

DROUGHT PLAN IMPLEMENTATION

Public Information

Following the “education-first” approach, communicating with the public is an integral component of this Plan. Some possible options for public outreach strategies may include the following:

- Water bill inserts
- Public Service Announcements (PSAs) and paid advertising
- Classroom presentations
- Drought pamphlets and other promotional materials
- Arizona Department of Water Resources Drought Website
- Public workshops and Homeowners Association meetings
- Drought information on City’s website and other media

The City will provide timely information about drought situations to raise awareness about the City’s water resource portfolio, drought stages, and water conservation and demand reduction strategies.

Public Education for Voluntary Reduction

The goal of a good public education program is to generate an appropriate level of public awareness that results in desired participation. Beginning with the least restrictive strategies, tiered responses aim to build a foundation of stewardship and education. The first step is to highlight the drought situation and the need for action to reduce water use. The second step will be to increase water conservation messaging emphasizing the appropriate demand reduction strategies.

Municipal Use Restrictions

The City will be the first to implement water conservation and drought efforts through internal communications and vigilant operations. Avondale’s municipal water use is relatively small as compared to the overall water demand; however, the City has several large landscape areas that may contribute significantly to demand reduction. The Plan ensures that the City will take essential steps to establish the City as a leader in the demand reduction and water conservation efforts.

DROUGHT PLAN MEASURES

The Plan includes defined measures associated with each stage and sector. As outdoor landscaping accounts for a large amount of water use in Avondale, outdoor water use limitations and restrictions appear early in the drought stages.

Terminology

Encourage	Through conservation and messaging programs, encourage or otherwise work to inspire the community members to voluntarily contribute to demand reduction and practice wise water use.
Expand	The City has an active water conservation program and many outreach channels available to provide water conservation information to the community. “Expand” means to otherwise increase existing programming and outreach.
Initiate	Explore and/or begin new water conservation or water demand reduction programs.
Limit	Limit the water use as much possible. For example, “limit” may mean the time of day a customer can use water outdoors.
Prohibit	Forbid the use of water for the defined items.
Require	Enforce measures.

Municipal Drought Preparedness Plan Measures

Customer	Response Options	Stage 0	Stage 1	Stage 2	Stage 3	Stage 4
Municipal	A Public information/awareness campaign	Initiate	Expand	Expand	Expand	Expand
	B Educate staff about indoor and outdoor water saving techniques	Initiate	Expand	Expand	Expand	Expand
	C Reduce irrigation for parks and landscaping	Encourage	Initiate	Expand	Expand	Expand
	D Policy guidelines/limitations for installation of new sod and/or other landscaping	Encourage	Initiate	Expand	Expand	Expand
	E Ornamental fountain use	No Action	No Action	Limit	Prohibit	Prohibit
	F Splash pad operation	No Action	No Action	Limit	Prohibit	Prohibit
	G Conduct indoor water efficiency checks	Encourage	Initiate	Expand	Expand	Expand
	H Fleet vehicle washing	No Action	No Action	Limit	Limit	Limit
	I Hydrant flushing for non-water quality issues	Limit	Limit	Limit	Limit	Limit
	J Fire training water use	Limit	Limit	Limit	Limit	Limit
	K Reduce fire hydrant use except those required for public safety	Encourage	Encourage	Limit	Limit	Limit

Non-Residential Drought Preparedness Plan Measures

Customer	Response Options	Stage 0	Stage 1	Stage 2	Stage 3	Stage 4
Non-residential	A Educate customers on indoor and outdoor water saving techniques	Encourage	Initiate	Expand	Expand	Expand
	B Limit indoor and outdoor ornamental fountain use	Encourage	Encourage	Limit	Prohibit	Prohibit
	C Indoor and outdoor water efficiency checks	Encourage	Encourage	Encourage	Encourage	Encourage
	D Water conservation with respect to operation and maintenance of swimming pools (cover, leak repair)	Encourage	Encourage	Expand	Expand	Expand
	E Practice water-by-request at restaurants	Encourage	Encourage	Encourage	Require	Require
	F Display signage for reduction in frequency of linens and towels washing in hotels/motels	Encourage	Encourage	Encourage	Require	Require
	G Skip overseeding for recreational winter lawns	Encourage	Encourage	Limit	Prohibit	Prohibit
	H Skip overseeding for non-recreational winter lawns	Encourage	Encourage	Prohibit	Prohibit	Prohibit
	I Limit/prohibit misting system use	Encourage	Encourage	Limit	Prohibit	Prohibit
	J Establish policy guidelines/limitations for installation of new sod	Encourage	Initiate	Expand	Expand	Expand
	K Limit dealership and commercial vehicle washing	Encourage	Encourage	Limit	Limit	Limit
	L Display free low-water-use landscaping information and water conservation materials in new home builder sales offices	Encourage	Initiate	Require	Require	Require
	M Potable water for construction purposes	No Action	Limit	Limit	Limit	Limit

Residential Drought Preparedness Plan Measures

Customer	Response Options	Stage 0	Stage 1	Stage 2	Stage 3	Stage 4
Residential	A Educate customers on indoor/outdoor water saving techniques	Expand	Expand	Expand	Expand	Expand
	B Water conservation with respect to operation and maintenance of swimming pools (cover, leak repair, limit backwashing, etc.)	Encourage	Encourage	Encourage	Encourage	Encourage
	C Reduce spraying water on impervious surfaces	Encourage	Encourage	Limit	Limit	Limit
	D Skip overseeding for winter lawns	Encourage	Encourage	Limit	Limit	Limit
	E Time of day landscape irrigation	Encourage	Encourage	Encourage	Enforce	Enforce
	F Limit/prohibit misting system use	Encourage	Encourage	Limit	Limit	Prohibit
	G Limit/prohibit washing vehicles at residences	Encourage	Encourage	Limit	Limit	Prohibit
	H Reduce ornamental fountain use	Encourage	Encourage	Limit	Limit	Prohibit

CITY COUNCIL REPORT

SUBJECT: Employment Agreement - City Manager - Ron Corbin

MEETING DATE: 8/22/2022

TO: Mayor and Council

FROM: Nicholle Harris, City Attorney, (623) 333-1514

THROUGH: n/a

STRATEGIC PLAN:

None

PURPOSE:

City Council will consider a request to approve an Employment Agreement with Ron Corbin to serve as the City of Avondale's new City Manager with a start date of November 14, 2022, and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Council's process to fill the city manager vacancy included a nationwide search and a thorough background and council sub-committee interview process to arrive at the final candidates. On August 10, 2022, Council conducted interviews of the finalists in executive session and city employees and members of the public had the opportunity to meet the two candidates, view their presentations, and provide feedback to the Council.

DISCUSSION:

The purpose of this agenda item is to request Council approval of the Employment Agreement for the City Manager, Ron Corbin (the "Agreement"), in accordance with the discussion by the Council in executive session on August 10, 2022 and August 22, 2022. As no official legal action may be taken in executive session, the Agreement is presented for your approval as part of the public agenda.

BUDGET IMPACT:

This item is budgeted through the City Administration departmental budget.

RECOMMENDATION:

Staff is requesting approval of an Employment Agreement with Ron Corbin to serve as the City of Avondale's new City Manager with a start date of November 14, 2022, and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

**PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
RON CORBIN**

THIS \ PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into August 22, 2022 by and between the City of Avondale, an Arizona municipal corporation (the "City") and Ron Corbin ("Corbin" or "Employee").

RECITALS

A. The City desires to employ Corbin as City Manager for the City, as provided by the City Charter.

B. It is the desire of the Council of the City of Avondale (the "City Council") to provide certain benefits, to establish certain conditions of employment and to set working conditions for Corbin.

C. Corbin desires to accept employment as City Manager of the City.

D. The parties acknowledge that Corbin has the education, training, and experience in local government management, is a member of the International City-County Management Association ("ICMA") and is subject to the ICMA Code of Ethics.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and are deemed an integral part of this Agreement, the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged by the parties hereto, the City and Corbin hereby agree as follows:

1. **Employment and Duties.**

1.1 The City agrees to employee Corbin as City Manager to perform the functions and duties specified in Article III of the Avondale City Charter (the "Charter") and such other provisions of the Charter, City Code, and the City of Avondale Chapter Policies and Administrative Policies. Corbin shall also perform such other legally permissible and proper administrative and executive duties as required by his position and other duties as assigned to him by the City Council.

1.2 Corbin shall perform his duties to the best of his ability and for the benefit of the City in accordance with the highest professional and ethical standards of the profession. The parties acknowledge that Corbin is a member of the International City/County Management Association (ICMA), and Corbin agrees that he is subject to the ICMA Code of Ethics.

1.3. Employee acknowledges that the City Manager position is exempt for the City's merit system of competitive appointment and promotion as established by the Charter and

the City Code. Employee understands, acknowledges, and agrees that Employee is subject to the City of Avondale Chapter Policies and Administrative Policies, unless the provisions of this Agreement specifically provide otherwise.

1.4 Employee agrees to comply with all applicable laws, ordinances, regulations, rules, and statutes of all federal, state, and local government entities (and any agencies, departments, and political subdivisions thereof). Employee agrees to comply with all City policies and regulations, including, but not limited to, those set forth in the City of Avondale Chapter Policies and Administrative Policies and any subsequent amendments or additions thereto. In the event of any conflict between those policies and regulations and this Agreement, the terms of this Agreement shall govern.

1.5 Corbin shall devote his working day to the business of City, it being recognized and agreed that the position of City Manager is full-time and that he will hold no other positions for monetary gain without approval of the City Council. Notwithstanding the full-time nature of Corbin's duties, he shall conduct his work hours as an executive employee, thereby giving Corbin the discretion as to his actual time and place of work which may include working after regular work hours and on holidays, provided that it is understood that Employee is generally expected to be present at City offices during the days (currently Monday through Thursday 7:00 a.m. to 6:00 p.m.) and office hours generally consistent with director-level employees.

2. Term. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until terminated by either the City or Corbin, as set forth below; provided that Corbin shall not be required to report for duty and shall not receive the benefits of this Agreement until November 14, 2022 (the "Start Date").

3. Termination. The City may terminate this Agreement by an affirmative vote of the majority of the full Council at a City Council meeting, with or without cause at any time, subject only to the severance provisions set forth below.

3.1 Termination Without Severance. If the City Council terminates this Agreement with cause, no severance pay will be paid to Corbin. For the purposes of this Agreement, the commission of any of the following acts by Employee in the position as City Manager shall constitute a with cause basis to terminate this Agreement without any severance pay to Employee: (a) failure to fulfill the City Manager duties as required in this Agreement; (b) impairment from excessive use of alcoholic beverages, marijuana, use of drugs, hallucinogens or other substances regulated by Title 13 Arizona Revised Statutes; (c) committing an act of insubordination by refusing to take a legal, ethical, and valid action that is clearly within the scope of employment when specifically directed to do so by a majority of the City Council; (d) been incarcerated and/or charged with a felony as defined in Arizona Revised Statutes; (e) any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by City Manager of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City; and (f) conscious misrepresentation of material facts to the Council or other City officials in the conduct of the City's business; or knowingly falsifying records or documents related to the City's activities.

3.2 Termination With Severance. In the event Corbin is terminated by the City Council without cause and during such time as Corbin is willing and able to fulfill the duties of the position under this Agreement, the City agrees: to pay Corbin a lump sum payment (or, at the

City's option, in installments) in cash equal to four (4) months' of Corbin' base salary at the time of termination; and to provide health insurance benefits to Corbin and any of his covered dependents for four (4) months from date of termination (the "Severance Pay"). Prior to receipt of any Severance Pay set forth herein, Corbin shall execute a waiver and release of claims in a form satisfactory to the City Attorney. This severance benefit shall not be considered wages under the Arizona Wage Statute, Ariz. Rev. Stat. § 23-350, *et seq.*, and Corbin hereby waives the treble damage provision of Ariz. Rev. Stat. § 23-355 if there are any disputes regarding the payment of Severance Pay.

3.3 Voluntary Resignation. In the event Corbin voluntarily resigns his position with the City, Corbin shall provide a minimum of sixty (60) days' notice unless the parties agree otherwise. In such event, Corbin shall not be entitled to severance pay and shall only be entitled to those benefits provided to other city employees as set forth in the City of Avondale Chapter Policies and Administrative Policies.

4. Disability. If Corbin is unable to perform the essential functions of his position, either with or without reasonable accommodations, for a period of twelve (12) consecutive weeks, plus any remaining accrued but unused leave, due to his own physical or mental health, the City shall have the option to terminate this Agreement; provided, the City shall pay the full amount of severance pay as set forth in, and subject to the conditions of, Section 3.2 above.

5. Compensation.

5.1 The City agrees to pay Corbin a base annual salary of two hundred and thirty thousand dollars (\$230,000) for his services rendered pursuant to this Agreement, payable in installments at the same time as other management employees of the City are paid.

5.2 Disability, Health, and Life Insurance. The City agrees to provide life, accident, sickness, short and long-term disability income benefits, comprehensive medical insurance, workers compensation, and FMLA benefits in the same manner and at the same benefit level as is generally provided to eligible City employees.

5.3 Retirement and Deferred Compensation.

A. Arizona State Retirement System ("ASRS"). During the life of this Agreement, the City agrees to make all matching contributions to ASRS as required by Arizona State Law.

B. Deferred Compensation. In addition to contributions pursuant to Section 5.3(A), the City agrees to contribute into the City's 457 deferred compensation plan ("Plan") an amount equal to five percent (5%) of base annual salary pursuant to 5.1. The annual amount contributed shall be paid based on 26 pay periods in a calendar year and on the City's regular paydays as set out in the City of Avondale Payroll Calendar. As the maximum dollar amounts under the Internal Revenue Code are calculated on a calendar year basis, the amount in the first year shall be prorated based on the number of pay periods that Employee is employed by the City. There shall be no retroactive payment for pay periods prior to Employee's start date in the first year. Employee shall be responsible for completing all required forms to permit the payment of deferred compensation amounts. Failure to complete such forms by Employee shall be deemed a waiver by Employee of this section. The City's payment shall be reduced by the amount Employee contributes to

his account in the Plan so that the maximum limits contained in the Internal Revenue Code are not exceeded. The Plan will conform to all applicable state and federal regulations, including but not limited to those issued by the Internal Revenue Service and the Internal Revenue Code. Employee is responsible for any tax consequences related to the City's contributions.

5.4 Cellphone Stipend. The City shall pay Corbin a cellphone stipend, in an amount equal to one thousand two hundred dollars (\$1,200.00) per year, earned and payable in 26 equal installments on the City's regular paydays as set out in the City of Avondale Payroll Calendar.

5.5 Vehicle Allowance. The City shall pay Employee a vehicle allowance in the amount equal to seven thousand two hundred dollars (\$7,200.00) per year, earned and payable in 26 equal installments on the City's regular paydays as set forth in the City of Avondale Payroll Calendar.

5.6 Technology Incentive. The City shall pay Corbin a one-time technology incentive in the amount up to five hundred dollars (\$500.00) to reimburse Corbin for the cost to purchase a tablet device for City business use. Such reimbursement shall only be paid if the tablet device is purchased from a retail location in the City of Avondale.

5.7 Vacation; Sick Leave. Corbin shall accumulate vacation time at a rate of director level employee as set forth in the City of Avondale Chapter Policies and Administrative Policies, provided, however, that Corbin shall be credited with one hundred and sixty (160) vacation hours, which shall be credited and made available on the Start Date or the date he reports for duty as set forth in Section 2 above, whichever occurs first. Corbin shall also accumulate sick leave at the same rate as director level employees as set forth in the City of Avondale Chapter Policies and Administrative Policies. Corbin shall be credited with one hundred and sixty (160) sick leave hours, which shall be credited and made available on the Start Date or the date he reports for duty as set forth in Section 2 above, whichever occurs first. Corbin may be compensated for unused vacation and sick leave upon termination according to the provisions of the City of Avondale Chapter Policies and Administrative Policies relating thereto, unless otherwise specified in this Agreement. This sick leave provision is intended to comply with Arizona's Fair Wages and Healthy Families Act.

6. Performance Evaluation. The Council shall provide Corbin with an annual performance review using an evaluation form and criteria approved by the City Council. The performance review will include an opportunity for Employee to meet and discuss the review and shall also include a Council review of the Employee's compensation, which includes salary and benefits. It is understood and agreed that the award of any increase in Employee's compensation or benefits, including Employee pay raise(s) shall be at the sole and exclusive discretion of the Council. The performance review shall occur within a reasonable time after each anniversary date of this Agreement.

7. Professional Development.

7.1 Professional Associations. The City agrees to budget and pay Corbin's travel, conference registration and subsistence expenses for professional and official travel, meetings, and related occasions adequate to continue his professional development, maintenance

of Credentialed City Manager status, and pursuit of necessary official and other functions on behalf of the City, which may include the annual conferences of the International and Arizona City/County Management Associations, the Arizona League of Cities and Towns, and such other national, regional, state and local government groups and committees thereof for which Corbin serves as a member. This benefit shall not be included as a portion of the Severance Pay under Section 3 of this Agreement.

7.2 Continuing Education. The City also agrees to budget and pay Corbin' reasonable travel, registration and subsistence expense for short courses, institutes, and seminars necessary for Corbin' professional development and continuing education requirements; as well as events that promote and benefit the City. This benefit shall not be included as a portion of the Severance Pay under Section 3 of this Agreement.

7.3 Dues and Subscriptions. The City agrees to budget for and to pay for Corbin' professional dues and subscriptions necessary for his continuation and full participation in national, regional, state, and local professional associations and organizations, and chapters thereof, of which he is expected to be a member because of his position as City Manager; and for other suitable and desirable expenses for his continued professional participation, growth, and advancement, and for the good of the City, as the City Council deems appropriate. This benefit shall not be included as a portion of the Severance Pay under Section 3 above.

8. Relocation Allowance. Corbin agrees to establish residence in the City of Avondale no later than six months after he reports for duty, and thereafter to always maintain residence within the City of Avondale during the term of this Agreement. The City shall reimburse Corbin for necessary and reasonable expenses incurred in moving and relocating his belongings, provide that the amount reimbursed by the City shall not exceed ten thousand dollars (\$10,000.00). Corbin shall document all moving and relocation expenses with receipts and the City shall reimburse Corbin for all such documented expenses within 30 days of the City's receipt of such documents. Failure to submit the required documentation shall be deemed a waiver of the right to obtain reimbursement. Such reimbursement shall be subject to income tax withholding in accordance with the Tax Equity and Fiscal Responsibility Act of 2018.

9. Indemnification. In addition to that required under state and local law, the City shall defend, hold harmless, and indemnify Employee from and against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as prescribed by the Charter, City Code, policies and procedures or separate directions of the City Council. Employee recognizes that the City shall have the right to compromise and settle any indemnified claim. Unless the Employee is a party to the suit, Employee shall have no veto authority over the settlement of any indemnified claim. In the event Employee is required to be involved in litigation after the termination or expiration of this Agreement, as a party, witness or advisor to the City, City agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any such litigation, including reasonable consulting fees and travel expenses.

10. Bonding. The City shall bear the full cost of any fidelity or other bonds required of Corbin under any law or ordinance.

11. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given

if: (a) delivered to the party at the address set forth below; (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below; or (c) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
 11490 W. Civic Center Drive
 Avondale, AZ 85323
 Attn: Mayor

With a copy to: City of Avondale
 City Attorney Office
 11490 W. Civic Center Drive
 Avondale, AZ 85323
 Attn: Nicholle Harris

If to Corbin: To the then current address on file with the City's Human
 Resources Department

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

12. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Corbin of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

13. Independent Legal Advice. The City and Corbin represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or had the opportunity to do so, and the City and Corbin further represent and warrant that each has carefully reviewed this entire Agreement and that each term thereof is understood and that the terms of this Agreement are contractual. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

14. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

15. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

16. Time of the Essence. Time is of the essence in this Agreement.

17. Assignment. This Agreement may not be assigned, in whole or in part.

18. Integration. This Agreement sets forth and establishes the entire understanding between the City and Employee relating to the employment of Employee by the City. Any prior discussions or representations by or between the parties are merged into and superseded by this Agreement.

19. Amendment. The parties may amend any provision of this Agreement during the life of the agreement. Such amendment shall be incorporated and made a part of this Agreement and will be effective only if it is in a writing that (a) is signed by both parties; (b) has been approved by the City Council; (c) specifically references this Agreement.

20. Governing Law. This Agreement is entered into in Arizona and shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Arizona.

21. Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

22. Conflict of Interest. This Agreement may be cancelled by the City pursuant to Ariz. Rev. Stat. § 38-511. In addition, Employee covenants that he presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services of Employee.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

"Corbin"

"City"

CITY OF AVONDALE, an Arizona municipal corporation

Ron Corbin

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

Approved as to Form:

Nicholle Harris, City Attorney