



City of Avondale
City Council Meeting
Monday, September 19, 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, September 19, 2022**

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

A reception to celebrate the Avondale EDGE Estrella Mountain Community College scholarship recipients will be held beginning at 4:30 P.M. in the lobby of City Hall. City Council will be in attendance; however, no official City business will be conducted.

**SPECIAL MEETING
5:30 PM**

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. AVONDALE EDGE EMCC SCHOLARSHIP RECIPIENT PRESENTATION

Staff will recognize the first group of Estrella Mountain Community College students to receive the Avondale EDGE EMCC Culinary Scholarship and Avondale EDGE EMCC Nursing Scholarship. This item is for discussion only.

3. EMPLOYEE INTRODUCTIONS & ANNOUNCEMENTS (DISCUSSION ONLY)

Development & Engineering Services - Employee Announcements

- Rob Godwin Jr., Engineering Inspector, ATSSA Traffic Control Supervisor Re-Certification
- Justin Jones, Traffic Signal Technician, Supervisor's Academy Achievement
- David Norton, Senior Plans Examiner, Supervisor's Academy Achievement
- Joseph Perez, Traffic Operations Technician, ATSSA Traffic Control Supervisor Re-Certification
- Michelle Simerdla, Senior Planner, Supervisor's Academy Achievement

Development & Engineering Services - Employee Introductions

- Elisabeth Kahn, Assistant City Engineer
- Robert Panaitescu, Engineering Inspector
- Justin Pinkley, Senior Building Inspector
- Cindy Tyree, Senior Building Permit Technician

Marketing & Public Relations - Employee Introductions

- Alyssa Williams, Digital and Communications Coordinator

Neighborhood and Family Services - Employee Introductions

- Guadalupe Aispuro, Cook (Lupita)
- Amy Allmon, Library Assistant
- Sandra Chavez, Homeless Crisis Intervention Coordinator
- Totianna Delaney, Homeless Outreach Specialist
- Skylar Diamond, Homelessness Outreach & Solutions Coordinator

4. CITY, COUNTY, COMMUNICATIONS & MARKETING ASSOCIATION (3CMA) SAVVY AWARDS

City Council will receive an update from staff on the 2022 City, County, Communications & Marketing Association (3CMA) Savvy Awards competition, recognizing Avondale for excellence in marketing and communications. 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 submit a Request to Speak online at <http://www.avondaleaz.gov/requesttospeak> 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 August 22, 2022 City Council meeting minutes. The Council will take appropriate action.

b. FISCAL YEAR 2023 BUDGET CARRYOVER APPROPRIATION ADJUSTMENT

City Council will consider a request to adjust the Fiscal Year 2023 budget for carryover appropriation. The Council will take appropriate action.

c. RESOLUTION 1064-0922 - COMMUNITY SUSTAINABILITY PLAN

City Council will consider a request to approve Resolution 1064-0922, adopting the Community Sustainability Plan, as recommended by the Avondale Sustainability Commission, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTION 1065-0922 AMENDED AND RESTATED FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT WITH MGN1 LLC.

City Council will consider a request to adopt Resolution 1065-0922, approving an Amended and Restated First Amendment to the Economic Development Agreement with MGN1 LLC for certain development timing obligations pertaining to the MGN1 property and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 1066-0922 - APPROVING THE DEVELOPMENT AGREEMENT WITH ALTA AVONDALE LLC

City Council will consider a request to adopt Resolution 1066-0922, approving the Development Agreement with Alta Avondale LLC and authorizing the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 1067-0922 - GLENDALE COMMUNITY COLLEGE LAW ENFORCEMENT TRAINING ACADEMY ("ACADEMY")

City Council will consider a request to adopt Resolution 1067-0922 authorizing an Educational Services Agreement with Maricopa County Community College District to participate in the Glendale Community College Law Enforcement Training Academy ("Academy") for the training of new police recruits and authorizing the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. ORDINANCE 2052-0922 - FIRST AMENDMENT TO THE LEASE, MAINTENANCE AND OPERATIONS AGREEMENT WITH AMERICAN SPORTS CENTER (ASC) AVONDALE LLC

City Council will consider a request to adopt Ordinance 2052-0922, approving the First Amendment to the Lease, Maintenance and Operations Agreement with ASC–Avondale LLC, adjusting the lease amount calculation benchmarks and percentages and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. ORDINANCE 2053-0922 - ACCEPTANCE OF DRAINAGE EASEMENTS ALONG INDIAN SPRINGS ROAD - AUTHORIZING THE ACQUISITION OF EASEMENTS FOR PUBLIC USE FROM MARICOPA COUNTY

City Council will consider a request to adopt Ordinance 2053-0922, authorizing the acceptance of existing drainage easements along a portion of Indian Springs Road from Maricopa County and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. ORDINANCE 2054-0922 - ACCEPTANCE OF DRAINAGE EASEMENTS ALONG INDIAN SPRINGS ROAD - AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE FROM MARICOPA COUNTY

City Council will consider a request to adopt Ordinance 2054-0922, authorizing the acceptance of existing drainage easements along a portion of Indian Springs Road from Maricopa County and authorizing the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. ORDINANCE 2055-0922 – SRP POWER DISTRIBUTION EASEMENT FOR THE BLVD PARKING GARAGE

City Council will consider a request to adopt Ordinance 2055-0922, authorizing the granting of a power distribution easement to Salt River Project (SRP) in connection with The BLVD Parking Garage and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. COBBLESTONE - RE-PLAT OF LOT 2 OF "LOTS 1 & 2 OF LOT 9, INTERSTATE COMMERCE CENTER AMENDED" AND LOT 3 OF "LOT 9, INTERSTATE COMMERCE CENTER AMENDED" - APPLICATION PL-22-0155

City Council will consider a request by Mr. Jesse Macias of M3 Design, LLC, on behalf of the property owner, Cobblestone Phoenix Propco LLC, for approval of a Re-Plat of Lot 2 of "Lots 1 & 2 of Lot 9, Interstate Commerce Center Amended" and Lot 3 of "Lot 9, Interstate Commerce Center Amended", subject to the one (1) condition of approval as listed in the staff report. The Re-Plat will revise the location of a property line between two existing parcels located north of the northwest corner of Van Buren Street and 99th Avenue. The Council will take appropriate action.

4. REGULAR AGENDA

a. CAPITAL IMPROVEMENT PLAN PRIORITIZATION

Staff will provide an update to the Fiscal Year 2023 CIP and request input from City Council. This item is for discussion only, input and feedback is requested from City Council.

5. ADJOURNMENT

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

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

CITY COUNCIL REPORT

SUBJECT: Avondale EDGE EMCC Scholarship Recipient Presentation

MEETING DATE: 9/19/2022

TO: Mayor and Council

FROM: Kenneth Chapa, 623-333-1411

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

STRATEGIC PLAN:

Community-oriented Lifelong Learning Opportunities; Innovative Program and Service Delivery

PURPOSE:

Staff will recognize the first group of Estrella Mountain Community College students to receive the Avondale EDGE EMCC Culinary Scholarship and Avondale EDGE EMCC Nursing Scholarship. This item is for discussion only.

BACKGROUND:

As long-time partners with Estrella Mountain Community College (EMCC), in the fall of 2021, the City of Avondale proposed a cooperative effort with EMCC to help bridge both the immediate need for workforce and the longer-term workforce pipeline issue by leveraging some of the federal funding the City received through the American Rescue Plan Act (ARPA). The action was approved by the City Council in early 2022. The scholarship was created to aid individuals seeking employment in the post-COVID-19 economy, while also providing qualified workers to the recovering local restaurant and healthcare industries. These scholarships were strategically aligned to sustain two of the hardest hit industries during COVID-19: Culinary Arts and Nursing.

DISCUSSION:

As a testament to the efforts of Avondale, EMCC, and the Maricopa Community Colleges Foundation, 45 registered EMCC students have received scholarship funding for the Fall 2022 semester. To date, \$110,000 of the \$430,000 allotted to the program has been awarded. Tonight, we are honored to introduce to you some of the scholarship recipients and hear personal stories from students on the impact this program has had on their educational endeavors and future employment. The scholarship was recently nominated for two Best of the West Awards through WESTMARC for Education and Innovation.

BUDGET IMPACT:

There is no budget impact

RECOMMENDATION:

This is a discussion item and does not require a vote. Staff along with representatives from EMCC and MCCF, will be available to respond to questions and receive feedback from the Mayor and Council.

Contact person for document distribution: Cheryl Covert and Liesl Limburg

CITY COUNCIL REPORT

SUBJECT: City, County, Communications & Marketing Association (3CMA) Savvy Awards

MEETING DATE: 9/19/2022

TO: Mayor and Council

FROM: Pier Simeri, Marketing & Public Relations Director, (623) 333-1611

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

STRATEGIC PLAN:

Innovative Program and Service Delivery

PURPOSE:

City Council will receive an update from staff on the 2022 City, County, Communications & Marketing Association (3CMA) Savvy Awards competition, recognizing Avondale for excellence in marketing and communications. This item is for discussion only.

BACKGROUND:

Avondale's Marketing and PR Department has won several awards in the Savvy Awards competition over the past two decades for innovative and creative communications. The Savvy award competition salutes skilled and effective city, county, agency or district professionals who have creatively planned and carried out successful innovations in communications and marketing. According to 3CMA, hundreds of entries are submitted from across the country each year.

Founded in 1988, 3CMA is the leading organization for local governments that are innovating new and better ways of communicating with their citizens.

DISCUSSION:

For the 2022 Savvy Awards competition, 3CMA received more than 640 entries from 172 jurisdictions in 28 states. Avondale's Marketing and PR Department was notified in August that the city was a finalist for numerous National Savvy Awards. The Savvy awards were presented on September 7 at 3CMA's annual conference, held in Portland, OR.

The City received awards for the seven entries below:

- Annual Water Quality Calendar - Graphic Design - Publications
- Avondale EDGE Video Series - Marketing and Tools - Economic Development
- Better Block Avondale - Special Events - OneTime Event
- Avondale Public Art Masterplan - Graphic Design - Publications
- FY 2022 Avondale Budget in Brief (BiB) - Graphic Design Publications
- Uniquely Avondale -- Visitors Guide Printed Publications - Catalogs/Guides

BUDGET IMPACT:

This item does not impact the city's budget.

RECOMMENDATION:

For Information Only – No Action Required

Contact person for document distribution: n/a

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 9/19/2022

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 August 22, 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 August 22, 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
August 22, 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 5:30 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: Cherlene Penilla, Acting City Manager; Tracy Stevens, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Edith Baltierrez, Neighborhood and Family Services Assistant Director; Kirk Beaty, Public Works Director; Margaret Carey, Deputy City Clerk; Ken Chapa, Economic Development Services Director; Andrea Dumbrell, Human Resources Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Corey Larriva, Parks and Recreation Assistant Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development Services Interim Director; Jeffrey Scheetz, Chief Information Officer; Aric Stewart, Engineering Services Interim Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 20 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. EMPLOYEE INTRODUCTIONS & ANNOUNCEMENTS (DISCUSSION ONLY)

The following employee introductions and announcements were presented.

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 Op.
- Scott Estavillo, Wastewater Collections Op.
- Eddie Guzman, Equipment Parts Spc.
- 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 Op.
- 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 recognized Sandy Lopez, Senior Services Manager for being awarded the 2022 Gabe Zimmerman Public Service Community Builder Award. This item was for discussion only.

Edith Baltierrez, Neighborhood and Family Services Assistant Director, stated 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.

4. INNOVATION TEAM RECOGNITION

City Council recognized the Avondale staff members who graduated from the 2020-21 and 2021-22 Innovate Avi Innovation Team programs. This item was for discussion only.

5. ADJOURNMENT

There being no further business before the Council, Council Member Nielson 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 5:55 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 6:05 p.m.

Mayor Kenn Weise's daughter, Delaney 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.

Members Absent: None.

Other Municipal Officials Present: Cherlene Penilla, Acting City Manager; Tracy Stevens, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Edith Baltierrez, Neighborhood and Family Services Assistant Director; Kirk Beaty, Public Works Director; Margaret Carey, Deputy City Clerk; Ken Chapa, Economic Development Services Director; Andrea Dumbrell, Human Resources Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Craig Jennings, Judge; Corey Larriva, Parks and Recreation Assistant Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development Services Interim Director; Jeffrey Scheetz, Chief Information Officer; Aric Stewart, Engineering Services Interim Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 20 members of the public were present.

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

2. UNSCHEDULED PUBLIC APPEARANCES

None.

3. CONSENT AGENDA

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

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

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. MINUTES

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

b. MINUTES - RATIFICATION OF PAST MINUTES

City Council approved the ratification of past minutes of the January 10, 2015 City Council Meeting.

c. APPOINTMENT TO THE VOLUNTEER FIRE DEPARTMENT PENSION BOARD

City Council (a) removed Dale Nannenga, Public Safety Chief, as an appointed member to the Volunteer Fire Department Pension Board; (b) appointed Ken Gilliam as a Board Member; and (c) authorized the City Clerk to execute the necessary documents.

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

City Council reappointed 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.

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

City Council approved the transfer of \$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 authorized staff to execute the necessary budget adjustment.

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

City Council approved an amendment to the 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.

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

City Council adopted Resolution 1054-0822, canvassing the results of the August 2, 2022 Primary Election and authorized the City Clerk to issue Certificates of Election.

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

City Council adopted 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 during the 2022/2023 school year and authorized

the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

City Council adopted Resolution 1056-0822, authorizing an Intergovernmental Agreement with the American Charter Schools Foundation to share the cost of providing a School Resource Officer during the 2022/2023 school year and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

j. RESOLUTION 1057-0822 – INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT #216, LA JOYA/WESTVIEW

City Council adopted 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 during the 2022/2023 school year and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

City Council adopted 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 during the 2022/2023 school year and authorized the Mayor, City Attorney and City Clerk to execute the necessary documents.

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

City Council adopted 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.

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

City Council adopt Resolution 1060-0822, authorizing a grant provided by the Governor’s Office of Highway Safety 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 authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

n. RESOLUTION 1061-0822 - V-TOWNHOMES - DEVELOPMENT AGREEMENT WITH ENCANTO TOWNHOME HOLDINGS, LLC

City Council adopted 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 authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

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

City Council adopted 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 and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

p. ORDINANCE 2047-0822 - LOWER BUCKEYE ROAD ANNEXATION

City Council adopted Ordinance 2047-0822 authorizing the annexation of a portion of Lower Buckeye Road right of way from Avondale Boulevard to 112th Lane and authorized the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

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

City Council adopted 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 authorized the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

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

City Council approved 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.

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

City Council approved 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.

4. REGULAR AGENDA

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

City Council held a public hearing and considered 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.

Ann Dolmage, Senior Planning with Development and Engineering Services, provided an overview of the site details and surrounding site uses. Setbacks will conform to R-4 standards, except for zero-foot setback from the City's well site. Access will be from Van

Buren with a secondary gate on Fairway. Pedestrian connections will be provided. The development will provide 539 parking spaces, 80 with private garages, and 459 surface spaces. Conceptual designs, amenities, and elevations were reviewed. The rezone will be in conformance with the General Plan land use designation. Development standards meet or exceed the zoning ordinance requirements except as described in the PAD narrative.

Tolleson Union High School District has indicated they have sufficient capacity to accommodate enrollment. Littleton does not have capacity; however, the applicant is working with them on a donation agreement. All required public notifications have been completed. All required public meetings were held and issues discussed included potential for increased traffic, design of landscape buffers, affordability of units and preferences for alternate land use, such as a grocery store. There were 27 anonymous comments on the Polco platform as well as emails from residents. Topics included: Traffic, school construction costs, deficiency of for-sale townhomes/condos, aesthetics, impacts to neighborhood character, preferences for alternative uses, and water availability. The Planning Commission voted for approval on July 20th. The applicant has expressed a willingness to add a right turn deceleration lane on Fairway Drive into the secondary gated entry. Staff recommends approval of the Ordinance.

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.

Mayor Weise commented that much of the traffic concerns are as a result of the new high school. When development agreements for high schools come into the City, there needs to be a plan in place, as there is for this project. That is, City streets cannot be used to stack cars. The school has come up with a parking plan.

Tracy Stevens, Deputy City Manager, stated that the City Engineer and Chief of Police met with the school. The principal is on board with providing appropriate onsite queueing. The street will also have signage and there will be no parking on Fairway. Mayor Weise expressed appreciation to the school for its willingness to address and alleviate the traffic issues. He invited comments from Council.

Council Member Kilgore held his comments to hear from Council Member Pineda.

Council Member Nielson asked about enforcement of no left turn at the exit to the north at Van Buren. Ms. Dolmage stated that the drive will be designed to prohibit left turns. Rajanikanth Thoutam, Senior Traffic Engineer, stated that a pork chop will be installed to prevent left turns from the driveway, as well as signage. In the future, there will be a median on Van Buren to enforce no left-turns. Council Member Nielson asked about bus stop locations and deceleration lane on Fairway. Mr. Thoutam stated that Fairway Drive access is designed to accommodate a school bus.

Vice Mayor Malone asked about the potential for a turning lane northbound on Fairway to Van Buren. Mr. Thoutam stated that it is a collector street and he would have to look into whether the City has right-of-way. If so, they can provide right turn deceleration.

Mayor Weise asked about the timeline for the widening of Van Buren. Mr. Thoutam stated that it is anticipated that there will be three lanes westbound and two lanes eastbound and the timeline depends on the City's growth.

Council Member Pineda shared residents' concerns regarding a preference for owned units versus multi-family rental units. In terms of congestion issues, his preference was a meeting between residents and the developer; however, this is likely not feasible as the developer closes on the property tomorrow. There is a double-edged sword in that whatever is developed on the property will contribute to traffic issues.

Mayor Weise cited the traffic study, noting that a development of a 140,000 square foot retail development would cause nine times more traffic congestion than this proposed development. Residents who are wary of the multi-family unit development may not be aware that it will result in far less traffic congestion.

In response to a question from Vice Mayor Malone regarding the number of attendants at the public meeting, Ms. Dolmage estimated a total of five to ten.

Mayor Weise stated that the City needs to take a look at the way it engages residents, besides an anonymous portal.

Mayor Weise invited the developer to speak.

Carolyn Oberholtzer of Bergin, Frakes, Smalley & Oberholtzer, PLLC stated that the well site on the property requires a 100 by 100-foot easement, which limits driveway locations on Van Buren to one. Being across the street from two schools, there would be issues with using this site as retail space that may include alcohol sales. Traffic counts would be significantly higher as a commercial use. There was very good dialogue at the community meeting. The developer also reached out to the Coldwater Springs HOA. The project has been redesigned four times in order to meet access requirements. The traffic study does not call for a deceleration lane southbound on Fairway; however, this can be accommodated. Residents have voiced a desire to have the road widened. For properties to the south, there is a significant landscape buffer as well as setbacks of approximately 90 feet.

City Council took a recess of the Regular Meeting at 6:44 P.M. and reconvened the Regular Meeting at 6:50 P.M.

Ramon Sanchez, resident of the City of Avondale, suggested a second meeting between community members and the developer. While escrow is scheduled to close, an extension can be filed.

Ms. Oberholtzer suggested continuing this item to the September 6th Council meeting.

Mayor Weise thanked residents and the developer for their willingness to have a second discussion.

Council Member Pineda moved to continue to Ordinance 2049-0822, approving Application PL-22-0068 Fairway Residences PAD to the September 6th City Council meeting; Council Member Nielson seconded the motion.

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

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

Note from the City Clerk: Items 4b and 4c were presented together and voted on individually.

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

City Council held a public hearing and considered a request to adopt Ordinance 2050-0822, approving a request by Ms. Hannah Blead 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.

Ann Dolmage, Senior Planning with Development and Engineering Services, provided an overview of the project site and planned development details. The location is within the Littleton Elementary School District as well as Tolleson Union High School. Tolleson has indicated sufficient capacity to accommodate additional students. Littleton does not have capacity; however, the applicant is working with the district on a donation agreement. All required public notifications have been completed. No public members attended the

neighborhood meeting. There were 14 anonymous comments on Polco, the majority of which were opposed to the project. Primary concerns include traffic, aesthetic design and neighborhood character. Staff recommends adoption of the Ordinance and Resolution.

Mayor Weise opened the public hearing and did received one requests to speak by Adam Baugh with Withey Morris, PLC who was in favor of the item. Mayor Weise closed the public hearing and opened the floor for comments from Council.

Council Member Kilgore did not have any questions for staff.

Council Member Nielson asked about the reduction of open spaces at 12.77 percent across the site, as opposed to the 20 percent required for R4 zoning. Ms. Dolmage stated that the applicant's stance is that the quality of amenities compensates for the reduction in open space. Adam Baugh, Withey Morris PLC, stated that the multifamily component is one piece of the 80 acres that goes from Van Buren to the freeway. Office space is planned on the north side and retail on the south side. The goal is to have ways to connect points on the street grid and cohesion of uses.

Council Member Conde commented that it is nice to have studio options in the development, as they have not been common in recent development. She asked about recycling options in the development. Kirk Beaty, Public Works Director, stated that there is no provision in the zoning ordinance that requires recycling in multifamily facilities. The developer is responsible for the trash Dumpster and its enclosure as well as subscription to a disposal service. The City does not provide this service. A recycling requirement would necessitate the addition of a Dumpster and enclosure, as well as recycling subscription service by the developer. Mr. Baugh confirmed that there will be onsite recycling and the development will be the first modular community in Arizona.

Council Member Solorio did not have any questions for staff.

Mayor Weise stated that he likes and appreciates the project, including its look and feel. It will serve as a bridge between what the City wants to do in the BLVD and in industrial areas.

Vice Mayor Malone did not have any questions for staff.

Council Member Pineda asked for confirmation of half street locations. Ms. Baugh stated that half street improvements will be located on Van Buren, 119th Avenue and 117th Avenue. Corporate will include full street improvements. There is a proposed stipulation that a light be installed at 119th Street and Van Buren.

Council Member Nielson moved to adopt Ordinance 2050-0822 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 below]; Council Member Solorio seconded the motion.

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 City's designated account 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's General Engineering Requirements (GER) Manual and the City's 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 Van Buren St/117th Ave, 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 Van Buren St /119th Ave 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.

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

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

City Council held a public hearing and considered a request to adopt Resolution 1062-0822, approving a request by Ms. Hannah Bleadon 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.

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.

Vice Mayor Malone asked about effects on the water tier. Ms. Dolmage said she was not immediately able to answer the question. Mayor Weise cited a nationwide report which indicated that multifamily developments use 27 to 33 percent less water than single family homes. Kirk Beaty, Public Works Director, agreed that because they do not use water for outdoor purposes, the rates in multifamily developments are lower.

Council Member Conde moved to adopt Resolution 1062-0822 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; 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

d. INFRASTRUCTURE IMPROVEMENT PLAN AND DEVELOPMENT IMPACT FEE UPDATE PROCESS

City Council received an update on the Development Impact Fee Study process. This item was for discussion only, input and feedback were requested from City Council.

Robert Baer, Budget Manager with the Finance and Budget Department, provided a definition and overview of impact fees, with the main concept being that development should pay for itself. Impact fees are governed by Arizona statute, which defines fees, process for implementing and updating as well as reporting requirements. Impact fees can only be used for new or expanded infrastructure. They are assessed based on the current level of service. Services allowable for impact fees include: Fire, police, parks, streets, water, wastewater, library. Eligible uses for fees include construction, acquisition and expansion. Arizona statute requires three components to implement and update impact fees: Land Use Assumptions (LUA), Infrastructure Improvement Plan (IIP), Development Impact Fee (DIF) Report. An overview of components was provided. Proposed fees for a single-family residential home, non-residential DIF and utility DIF have all decreased. Reasons for the fee change related to changes in the cost of infrastructure, changes in assumptions and changes in eligible project. The upcoming schedule for meetings and adoption was reviewed.

Mayor Weise asked whether it is unusual for a City of Avondale's size and maturity to see a reduction in impact fees. Mr. Baer said it is not necessarily unusual, as the City gets closer to buildout, it is common for the fees to decrease.

In response to a question by Council Member Nielson, Steve Kemp, Attorney, stated one will have to pay for meter changes if there is an increase in demand; however, if they have already been charged the impact fees, a credit would be included.

In response to a question by Council Member Pineda, Mr. Baer stated the school districts will be included as a stakeholder.

e. DROUGHT PREPAREDNESS PLAN UPDATE

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

Jennifer Davidson, Water Resource Manager with the Public Works Department, stated that a drought preparedness plan (DPP) is a plan that the Arizona Department of Water Resources (ADWR) requires water providers to maintain, update or renew every five years. The purpose is to provide guidelines that water providers use to manage water supply and demand during times of actual or predictive reduction to water supplies. The plan assesses the risks and helps to reduce vulnerability due to drought while establishing priorities and ensuring water availability. The DPP contains appropriate drought responses for various stages of real or perceived drought. The process timeline was reviewed. Council adopted the current plan in 2004. The plan has been renewed each five years, per ADWR requirements, without revisions. The water situation is quite different today than in 2004. There has been significant growth and change in the City since that time. There is a desire for consistency with other Valley and state water

providers. An overview of the City's water portfolio renewable supplies was provided. There are three main components to the proposed plan update: Triggers, stages and measures. Up to 70 percent of water is used outdoors and the plan focusing on reduction in this area. About 30 percent of renewable supplies come from reclaimed water.

Drought plan administration consists of three aspects: Drought stage declaration, declaration authorization, and public awareness. Drought plan administration can include a drought stage declaration, beginning with the water resources manager and escalating to the water resources team, City Manager and City Council.

Stages to the Drought Plan Administration include:

- Stage 0: City Manager
- Stage 1: City Manager
- Stage 2: City Council
- Stage 3: City Council
- Stage 4: City Council

Methods and means for providing public information and education were discussed. Updates to the plan address changing climatic conditions and water availability and changes in the Avondale community. The plan utilizes an education-first approach with a "set the standard" plan. The plan will allow for flexibility, depending upon conditions.

Mayor Weise commended the quality of the presentation. The education component is highly important in providing answers to community members on what they can do to help. Ms. Davidson stated that Council will be regularly apprised of the changes, noting that the City is at a Tier 2-A for 2023, as announced by the Bureau of Reclamation last week. Once there is an update on Colorado River potential reductions, updates will be provided.

In response to a question by Vice Mayor Malone, Ms. Davidson stated the Bureau of Reclamation announced the Tier 2-A for 2023; however, the amount of the water reduction has not yet been provided.

Council Member Solorio stated that she recently attended a policy summit at Arizona State University regarding the Colorado River and shortages, which she stated she would share with City Council.

In response to a question from Mayor Weise, Ms. Davidson clarified that there are no cuts recommended for Tier 2-A; however, once a Tier 2-B goes into effect, municipalities would see cuts instituted. It is notable that Avondale does not have a surface water treatment plant and is therefore not dependent on water through such a plant. Most surrounding cities are reliant on such plants. This allows the City to better plan for the future.

Council Member Nielson asked about the ramifications of an increase in costs by CAP. Ms. Davidson stated that this would result in price increases and the City would have to evaluate specific effects. The City is not wholly dependent on CAP water, however plans would need to be developed, as this represents 30 percent of the portfolio of renewable supplies. Staff is engaging the City's designation of assured water supply and will provide an update to Council when this process is complete.

Council Member Pineda asked about the correlation between an increase in development and the increase in reclaimed water. Ms. Davidson stated that there is correlation between demand and reclaim use. However, the City does not receive 100 percent of the reclaim, as some is consumed, therefore there is not a direct correlation.

Mayor Weise noted that there have been cursory discussions regarding gray water and rainwater capture for irrigation. He posed the question of starting an education process in terms of gray water potential uses.

Council Member Kilgore recommended using the learning tool Vector Solutions to potentially utilize the tool for community education. QR codes can also be used throughout the community, where citizens can scan the codes and access educational materials. Ms. Davidson noted the comments and will research the recommended product. She stated that she participated on the innovation team, which developed water resources and conservation for all staff. This material could be easily adjusted for use in the community.

5. AUTHORIZATION TO HOLD AN EXECUTIVE SESSION

Vice Mayor Malone moved 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);

Council Member Nielson seconded the motion.

Upon vote, the motion was carried unanimously 6 to 1.

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

City Council moved into Executive Session at 8:10 P.M.

City Council reconvened the Regular Meeting at 9:11 P.M.

6. EMPLOYMENT AGREEMENT - CITY MANAGER - RON CORBIN

City Council considered 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 took appropriate action.

Council welcomed new City Manager, Ron Corbin. Mr. Corbin spoke words of appreciation in acceptance of the position.

Vice Mayor Malone moved to approve an Employment Agreement with Ron Corbin to serve as the City of Avondale City Manager with a start date of November 14, 2022 with a salary in the amount of \$245,000 and the remaining terms as set forth in the agreement and authorize the Mayor, City Attorney, and City Clerk to execute the necessary documents; 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

7. ADJOURNMENT

There being no further business before the Council, Vice Mayor Malone moved to adjourn the Regular 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 9:15 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 22nd 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: Fiscal Year 2023 Budget Carryover Appropriation Adjustment

MEETING DATE: 9/19/2022

TO: Mayor and Council

FROM: Renee Weatherless, Finance and 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 Area:

- Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government. This action will help ensure planned capital projects have adequate capacity and will enhance the flexibility within the budget, allowing the city to further innovate.
-

PURPOSE:

City Council will consider a request to adjust the Fiscal Year 2023 budget for carryover appropriation. The Council will take appropriate action.

BACKGROUND:

Carryover appropriations accommodate projects and other expenses that are not able to be completed during the budget year. These are often needed for capital projects and other specific programs that take more than one year to complete. Staff are required to estimate the amount needed to be "carried over" as part of the development of the budget. Now that FY2022 is complete, these estimates need to be adjusted to match what was spent in FY2022 and what is still needed in FY2023 to complete these projects.

DISCUSSION:

Some projects originally budgeted in FY2022 did not conclude by year-end (June 30, 2022) and appropriations needed to be carried over into FY2023. Because the budget for the FY2023 was adopted before the fiscal year ended, the amount to be carried over was estimated and must be updated based on actual expenditures. Staff recommends transferring the carryover budget capacity totaling \$20,379,600 for expenses that occurred prior to June 30 to the Unanticipated Revenue appropriation line item. During FY2023, staff may transfer from this line item for unbudgeted expenses in FY2023 with identified funding sources.

BUDGET IMPACT:

The proposed FY2023 carryover appropriation adjustment will increase the Unanticipated Resource Appropriation by \$20,379,000. However, the additional budget capacity from the budget transfer of excess

carryover capacity does not increase the available funding, as the expenses tied to the additional budget capacity occurred during FY2022. Additionally, the funding for two new police vehicles of \$122,000 is changing from General Fund to Police Development Impact Fees, as these items are eligible expenses for impact fees. There were also offsetting adjustments for technology that resulted in a net increase of \$16,500.

RECOMMENDATION:

It is recommended that City Council approve the transfer of budget capacity detailed in Exhibit A.

Contact person for document distribution:

Exhibit A

FY2023 Increases

Department	Org Code	Amount
Non-Departmental	28090000 - Non-Departmental	20,379,600
Public Works	30270500 - Fleet Services	122,000
Information Technology	10116001 - Technology Services	16,500

FY2023 Decreases - Capital

Account Name	Fund - Project	Amount
107th Avenue/McDowell Widening	3010 - T0002	\$ 2,364,000
Abandoned Well Site Closures	5110 - U0008	\$ 39,000
ADA and Sidewalk Gap Study	1100 - T0009	\$ 104,000
Aquatic Center	1100 - P0175	\$ 1,187,000
Avondale Blvd - McDowell to Encanto	2200 - T0016	\$ 19,000
Avondale Boulevard Landscape and Median Improvements	1100 - T0017	\$ 22,000
Avondale Visitor and Conference Center	1100 - M0025	\$ 1,098,000
Civic Center Park	1100 - P0174	\$ 73,000
Civic Center Plaza Hardscape and Landscape Improvements	1100 - M0029	\$ 512,000
Communication Conduit and Fiber Backbone Program	1100 - T0031	\$ 29,000
Communication Systems and Data Center Asset Replacements	3890 - M0168	\$ 115,000
Communication Systems and Data Center Asset Replacements	5120 - M0168	\$ 87,000
Communication Systems and Data Center Asset Replacements	5420 - M0168	\$ 7,000
Community Center Repurposing	1100 - P0032	\$ 138,000
Crystal Gardens Trail Improvements	1100 - P0034	\$ 40,000
Development Impact Fee Update	3010 - M0170	\$ 11,000
Development Impact Fee Update	3020 - M0170	\$ 7,000
Development Impact Fee Update	3030 - M0170	\$ 7,000
Development Impact Fee Update	3040 - M0170	\$ 7,000
Development Impact Fee Update	5130 - M0170	\$ 12,000
Development Impact Fee Update	5430 - M0170	\$ 12,000
Distribution Pressure Improvements	5110 - U0038	\$ 135,000
Dysart Road and Western Avenue Roundabout Study	1100 - T0039	\$ 41,000
Dysart Road Sewer Replacement - Riley to Corral	5410 - U0045	\$ 31,000
Expand Municipal Court Lobby	1100 - M0051	\$ 35,000
Facilities Asset Replacement	1200 - A0014	\$ 224,000
Fire Equipment and Asset Replacement	1200 - A0058	\$ 65,000
Future Community Park - Alamar Development	1100 - P0171	\$ 136,000
Future Community Park - Alamar Development	3040 - P0171	\$ 2,131,000
Indian Springs Road From 143rd Avenue to Gila River Bridge	1100 - T0183	\$ 201,000
Irrigation Pipe Replacement on Thomas Road West of 99th Avenue	1100 - U0172	\$ 2,000
Ladder Tender Equipment	2040 - S0182	\$ 3,000
Lift Station Rehabilitation Program	5420 - A0075	\$ 647,000
McDowell Road & 107th Avenue - Dual Left-Turn Lanes	2030 - T0079	\$ 66,000
McDowell Road & 107th Avenue - Dual Left-Turn Lanes	3010 - T0079	\$ 238,000
Mobile Lift for Fleet Shop	6020 - M0166	\$ 62,000
Northside Arsenic Treatment System Rehabilitation	5110 - U0089	\$ 1,000
Old Town Avondale Phase II Improvement	2030 - T0091	\$ 207,000
Old Town Avondale Phase II Improvement	3500 - T0091	\$ 181,000
Parking Garage at BLVD Park and Ride	1100 - B0093	\$ 5,382,000
Parking Improvements at Fire Station 172	1100 - S0094	\$ 93,000
Parks Federal Grant Compliance Projects	1100 - P0096	\$ 31,000
Police Asset Replacement Program	2040 - A0097	\$ 95,000
Preventative street maintenance	2200 - T0099	\$ 549,000
Relocate Detention Center and Police Substation	1100 - S0105	\$ 1,200,000
Relocate Riley Lift Station	5410 - U0106	\$ 2,000
Replace Training Facility Support Building	1100 - S0107	\$ 37,000
Sand Volleyball Courts	1100 - P0113	\$ 42,000
SCADA Security Enhancements	5120 - A0115	\$ 65,000
SCADA Security Enhancements	5420 - A0115	\$ 65,000
Sport Field Lighting Friendship Park	1100 - P0120	\$ 175,000
Streets Asset Replacement	2030 - A0123	\$ 419,000
Technology for Conference Training Center	1100 - M0125	\$ 20,000
Tenant Improvements to Phoenix Raceway Building	1100 - M0127	\$ 269,000
The Blvd Marquee Sign	1100 - B0128	\$ 21,000
The BLVD Water Feature	1100 - B0130	\$ 457,000
Traffic Pre-Emption Signal Replacement	2200 - A0181	\$ 20,000
Traffic Signal and Intersection Improvements at Avondale & Lower	2030 - T0173	\$ 55,000
Traffic Signal and Roadway Improvements at El Mirage & Lower Bu	3010 - T0138	\$ 5,000
Traffic Signal at Harbor Shores and McDowell Road	1100 - T0140	\$ 18,000
Training Center Site Improvements and Upgrades	1100 - S0142	\$ 158,000
Van Buren Multi-Use Path	1100 - P0145	\$ 22,000
Water System Line Replacements and Expansions	5110 - U0153	\$ 1,000
Wayfinding Signage	1100 - T0154	\$ 202,000

Exhibit A

FY2023 Decreases - Operating

Department	Org Code	Amount
City Council	10110601 - Councilmember Conde - Discretionary	2,000
	10110501 - Vice Mayor Malone - Discretionary	1,200
Economic Development	25745000 - Economic Development - American Rescue Plan Act (ARPA)	132,400
Fire and Medical	10134100 - Firefighting and Medical Operations	8,600
	10134140 - Lower Acuity Unit	43,500
	10134210 - Community Risk Reduction	6,000
Neighborhood and Family Services	10150400 - Youth Services & Community Engagement Division	6,500
Office of Public Safety	10139000 - Public Safety	2,200
	10139220 - Security	2,000
Police	10130100 - Police - Patrol	9,000
	20430100 - Police - Patrol	36,200
	20430520 - Police - Professional Standards Bureau	7,400
	24030010 - Police--Racketeer Influenced and Corrupt Organizations Act (RICO)	40,000
	10130105 - Litchfield Park Intergovernmental Agreement (IGA)	156,100
Public Works	10170500 - Fleet Services	366,000

CITY COUNCIL REPORT

SUBJECT: Resolution 1064-0922 - Community Sustainability Plan

MEETING DATE: 9/19/2022

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 Community Sustainability Plan is informed by Avondale's residents, local businesses, developers, and City staff to reflect and protect the values of Avondale's community for current and future generations. It charts a path to advance sustainability initiatives citywide.

- 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 Community Sustainability Plan identifies strategies to conserve natural resources and implement sustainable practices throughout municipal operations and the broader Avondale community.

PURPOSE:

City Council will consider a request to approve Resolution 1064-0922, adopting the Community Sustainability Plan, as recommended by the Avondale Sustainability Commission, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Community Sustainability Plan builds on the aspirations and achievements of previous efforts, including the Municipal Sustainability Plan adopted by City Council in 2014, the 2030 General Plan, and the 2021 Strategic Plan. Shaped by community input and guided by the Sustainability Commission, the Community Sustainability Plan defines pathways for creating a sustainable and resilient city and addresses regional challenges including ongoing drought, increasing heat, and strained natural resources. The Plan reflects key priorities voiced by the community and sets long-term aspirational goals, intermediate targets to track progress, and strategies and actions to implement across eight (8) Sustainability Pathways.

The following Sustainability Pathways are identified in the plan:

1. Clean Transportation
2. Resilience to Extreme Heat
3. Reliable Water Supply

4. Efficient Buildings and Renewable Energy
5. Healthy Environment
6. Waste as a Resource
7. Fresh Food for All
8. Green Economy

Upon adoption of the plan, staff will begin strategically implementing actions in collaboration with residents, businesses, and community organizations, and will track progress towards the goals and targets.

DISCUSSION:

City Council received a presentation on the Community Sustainability Plan on June 13, 2022. Following Council input, staff gathered public feedback over a seven-week period. Comments were solicited through the aVOICE (Polco) platform, an online poll, neighborhood meetings, a webinar with local businesses, stakeholder meetings, and the City's sustainability webpage. A limited number of responses were received – three (3) comments through aVOICE, 37 responses to the poll, and two (2) stakeholder letters of recommendations – and were predominately positive. The top three priorities noted in the poll were planting more trees, preserving and revitalizing natural areas, and making it safer and easier to walk and bike in Avondale.

Recommended improvements were incorporated into the final document. Specifically, an Implementation System to define how actions will be implemented was included as an appendix, language was added to clarify how Avondale is prepared for growth amid drought conditions, and three (3) new actions were added to the Sustainability Pathways. The added actions include piloting a program to loan portable air conditioning units to low-income households in emergency situations, creating a community tool bank for gardening equipment, and supporting the formation of an Urban Growers Network. Additionally, messages from Mayor Kenn Weise and the Sustainability Commission have been included in the final plan.

The Avondale Sustainability Commission reviewed the public feedback and improvements made and voted unanimously to recommend approval of the Community Sustainability Plan on August 31, 2022.

Upon Council's adoption of the Community Sustainability Plan, staff will begin implementing the plan in accordance with the implementation system.

BUDGET IMPACT:

There is no budget impact for adopting the Community Sustainability Plan. Based on Council feedback, staff has prepared a range of estimated costs for the various Plan initiatives in the implementation system which is found in the appendix. Any proposed additional funding for the sustainability initiatives identified in the Plan will be brought to Council for consideration as part of the annual budget process.

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution, adopting the Community Sustainability Plan, as recommended by the Avondale Sustainability Commission, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Danae Presler

RESOLUTION NO. 1064-0922

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, ADOPTING THE AVONDALE COMMUNITY SUSTAINABILITY
PLAN.

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

SECTION 1. The Avondale Community Sustainability Plan (the “Plan”) is hereby adopted 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 carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
September 19, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1064-0922

[Plan]

See following pages.





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MESSAGE FROM LEADERSHIP

Message from the Mayor

Avondale is a forward-thinking city with a proven record of sustainable innovation and ingenuity. From a robust water portfolio and Green Business Program to electric vehicles and renewable energy, we are building on the momentum of our past successes and charting a path ahead. This Community Sustainability Plan is a roadmap to protect the environment, support economic growth, and foster a healthy community.

I wish to express my gratitude to the Sustainability Commission, city staff, and the many residents, businesses, developers, builders, and other stakeholders who contributed to this plan. Avondale’s future is bright, and I am confident that together we can create a sustainable and resilient city for generations to come.

Kenn Weise
City of Avondale Mayor

Message from the Sustainability Commission

We are proud to call Avondale our home and are committed to catalyzing sustainable solutions for the community and ensuring a vibrant future for our children and grandchildren.

Our Commission Members possess a range of professional experience spanning private, public, and academic sectors with diverse expertise in areas including energy, engineering, architecture, electric vehicles, food systems, public policy, and more. It has been an honor to guide the development of Avondale’s first Community Sustainability Plan.

This plan reflects priorities voiced by the community and outlines strategies and actions that the city, residents, and businesses can take to accelerate sustainability efforts. We welcome you to join us on the journey.



ACKNOWLEDGMENTS

Community

We acknowledge and appreciate the many Avondale community members who participated in meetings, workshops, surveys, and other public involvement efforts. A special thank you to the community leaders from the Cashion and Las Ligas Neighborhoods, members of the Avondale Youth Advisory Commission, the Engineering, Physics, and Science students at West Point High School for their contributions, and to Chispa Arizona for assistance with community engagement efforts.

City 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

Sustainability Commission

- Paul Lemmon, Chair
- Daniel Schuh, Vice Chair
- Billy Vaughan, Commission Member
- Litzy Hernandez, Commission Member
- Bernadette Barba, Commission Member
- Thomas Albrigo, Commission Member
- Alejandro Arreguin, Commission Member
- Shaun Grimm, Commission Member

City Manager’s Office

- Cherlene Penilla, Acting City Manager
- Tracy Stevens, Acting Assistant City Manager

City of Avondale Sustainability Advisory Task force

- Brett Harris, Chief Building Official
- Bryan Hughes, Parks and Recreation Director
- Chris Lopez, Neighborhood & Family Services Director
- Danae Presler, Sustainability Officer
- Jennifer Davidson, Water Resources Manager
- Ingrid Melle, Communications and Marketing Programs Manager
- Jodie Novak, Development and Engineering Acting Director
- Joel Evans, Facilities Director
- John Reddy, Facilities Manager
- Ken Chapa, Economic Development Director
- Larry Rooney, Assistant Chief of Emergency Management
- Memo Espinoza, Chief of Police
- Patrick Korst, GIS Technician
- Pier Simeri, Marketing and Public Relations Director
- Rob Baer, Budget Manager
- Simon Lara, Solid Waste Manager
- Torin Sadow, Senior Management Analyst
- Varney Lopez, Police Lieutenant

Technical Experts

- Dr. Richard Rushforth, Assistant Research Professor, Northern Arizona University
- Pilar Gutierrez, MS Candidate, Climate Science and Solutions, Northern Arizona University

EXECUTIVE SUMMARY



Avondale’s 2022 Community Sustainability Plan, the “Plan”, charts a path for how we, as a community of residents, businesses, public servants, and stakeholders, can create a sustainable and resilient city. The Plan is shaped and informed by conversations with neighborhood leaders, inspiring youth, the development community and the broader Avondale community, as well as technical assessments, and consultation with local experts and key stakeholders. It reflects key concerns, visions to aspire to, and efforts needed to get there – organized into eight sustainability pathways.

The Phoenix Metropolitan Area, which includes Avondale, is experiencing hotter summers with more frequent heatwaves, ongoing drought conditions, poor air quality, and increasing pressure on water, energy, and other natural resources. These impacts are disproportionately affecting communities that are already overburdened, including lower-income individuals, children and older adults, as well as black, indigenous, Hispanic, and people of color. Meaningful actions and strategic investments are needed to safeguard our community’s health, wellbeing, and economic prosperity for present and future generations. The success of this Plan is predicated on regional collaboration and coordination. The collective actions we take in the next eight years will determine the quality of life for the next 100-200 years.

VISION:

Avondale is a thriving sustainable city with a resilient community, flourishing environment, and strong economy powered by renewable energy and access to healthy, active lifestyles for all.



SUSTAINABILITY PATHWAYS



CLEAN TRANSPORTATION

Goal: Provide safe, convenient, and affordable transportation options that improve air quality and support healthy active lifestyles.

Targets:

- 40% of all work commute trips to be taken by biking, walking, using public transit, carpooling, telecommuting, or driving an electric vehicle by 2030
- Every household is within one-half a mile from a public electric vehicle charging station by 2030



RESILIENCE TO EXTREME HEAT

Goal: Reduce urban heat island effect and protect the community against extreme heat.

Targets:

- 25% tree canopy cover in parks, neighborhoods, and pedestrian corridors by 2030
- Zero heat-associated deaths in Avondale



RELIABLE WATER SUPPLY

Goal: Ensure a reliable and sustainable long-term water supply.

Targets:

- Maintain 100-year supply of water for Avondale’s community
- Reduce water consumption to 112 gallons of water per capita per day by 2030
- Evaluate water consumption for City facilities by 2025



EFFICIENT BUILDINGS AND RENEWABLE ENERGY

Goal: Achieve 90% renewable energy citywide by 2050

Targets:

- 80% renewable energy for City operations by 2035
- 50% reduction of greenhouse gas emissions within City operations by 2030
- Adopt green construction codes for City facilities and new development by 2025
- Increase the percentage of solar on Avondale City facilities, homes, and businesses



HEALTHY ENVIRONMENT

Goal: Preserve and revitalize natural systems and achieve a level of air quality that is healthy for humans and the environment.

Targets:

- Meet or exceed Federal Air Quality Standards
- Implement one or more restoration projects in Avondale’s river corridors by 2025



WASTE AS A RESOURCE

Goal: Reduce annual amount of residential waste landfilled by 90% by 2050 (2020 baseline).

Targets:

- Reduce annual amount of residential waste landfilled by 25% by 2030 (2020 baseline)



FRESH FOOD FOR ALL

Goal: All people living in Avondale will have enough to eat and have access to healthy, affordable, local, and culturally appropriate food.

Targets:

- Reduce food insecurity by 50% from 2020 levels by 2030



GREEN ECONOMY

Goal: Avondale’s business community is actively engaged in creating a sustainable city.

Targets:

- Certify 10 local businesses through the Green Business Program each year
- Host a large event to attract green businesses, workforce talent, and/or tourists by 2025

INTRODUCTION

The Planning Process

This Plan is the product of a year-long process that involved technical assessments, consultation with local experts and conversations with community leaders, inspiring youth, the development community, local businesses, and the broader Avondale community.



WHAT WE HEARD

The main themes we heard from our community engagement efforts are summarized below:



Ensure Water Security - A key priority for the community is having a reliable and sustainable long-term water supply. Locals are worried about the impact of continuing drought and rapid growth in the region on our water security. There is strong support for water efficiency and conservation, including native landscaping, rainwater harvesting, and low impact development.



Offer Transportation Choices - Avondale residents want affordable and convenient transportation options to get to work, school, shopping, and more. There is a desire for it to be safe and easy to walk and bike throughout the city, have convenient public transit and support for more electric vehicles.



Provide Heat Relief - Community members are concerned about summers continuing to get hotter and longer with more frequent heatwaves. As the city develops, roadways and buildings are also adding to the heat. There is strong support for planting more trees, increasing shade, and using “cool” building materials in hot neighborhoods and places of employment, education, and play. Residents emphasized planting trees that are desert-adapted and use less water.



Help Those Most at Risk - The community emphasized the need to help those most at risk to extreme heat. Populations that are more vulnerable include people working or living outdoors, low-income households who may not be able to afford air conditioning, and children, elderly, and people with disabilities or health conditions that put them at greater risk from extreme heat.



Preserve Natural Assets - It is important to preserve natural resources and protect the environment for current and future generations. Locals are excited about the city's growth but are concerned about the loss of natural habitat for wildlife and recreation, and the increasing pressure that development is putting on natural resources. They would like to see natural areas preserved and revitalized.



Use Clean and Affordable Energy - There is a lot of interest in more solar power and renewable energy, while cautioning that electricity needs to be affordable and reliable. Energy efficiency improvements and weatherization of homes and buildings can help reduce energy demand and save costs.



Support Growing Food Locally - Community members would like more gardens in the city and healthy local food options.

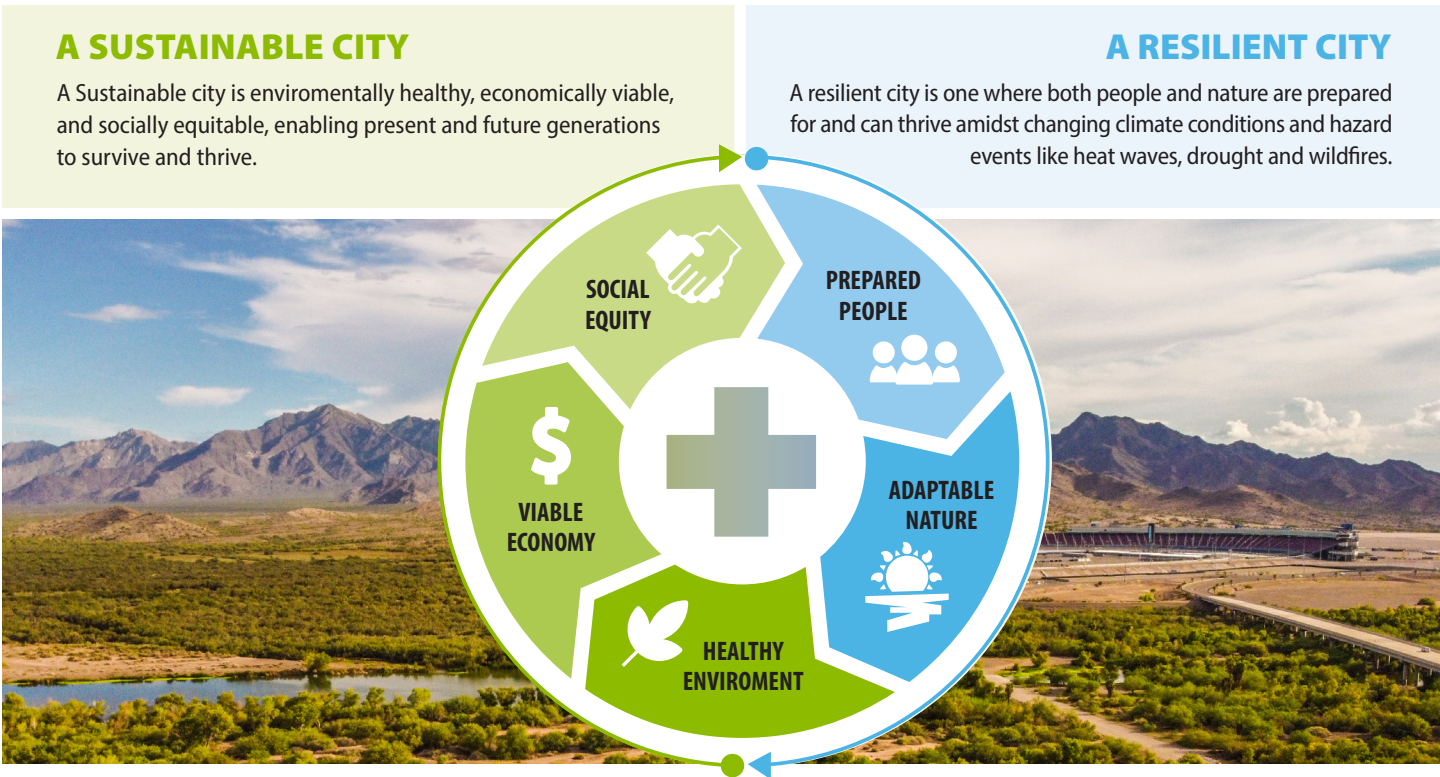


Minimize Waste - Residents advocated for reducing the amount of material sent to the landfill by increasing recycling compliance, promoting composting, and otherwise reusing waste as a resource.

HOW IT CONNECTS

This plan continues Avondale’s forward-thinking character and builds on the aspirations and achievements of previous plans, including the General Plan 2030, Municipal Sustainability Plan, and the 2021 Avondale Strategic Plan. It seeks to broaden the scope and scale of sustainability efforts and accelerate meaningful actions. Specifically, it extends the scope to include increasing resilience to extreme heat, drought, and other local climate impacts and expands the scale to invite the broader community of residents, businesses, and stakeholders to be part of the solution. Importantly, Avondale is not alone in these efforts and many other communities in the Greater Phoenix Area, Arizona, and Southwestern United States are working hard to ensure a sustainable, livable future. Leveraging regional collaborations, coordinating efforts, and sharing resources will increase our efficiency and effectiveness.

The Community Sustainability Plan creates a long-term vision and outlines pathways for how the city, as a community of residents, business owners, public servants and stakeholders, will prioritize issues and take action to create a sustainable and resilient city for generations to come. It is intended to be a living document that is regularly evaluated and updated.



Avondale City Council adopted the Municipal Sustainability Plan in 2014, which identified 90 actions to implement across 11 impact areas of City operations, including energy and water consumption at City facilities, vehicle fleet efficiency, procurement practices, land use planning and more. Since the Plan’s adoption, 81% of actions have been implemented and another 10% are in progress.

KEY ACHIEVEMENTS INCLUDE:

- Converting the City’s 7,994 streetlights to energy efficient LED fixtures
- Installing an award-winning solar demonstration project at the Civic Center Campus
- Establishing the Sustainability Commission
- Measuring municipal greenhouse gas emissions
- Publishing design manuals for new development to encourage sustainable design
- Launching a Green Business Program

Avondale is well-positioned to expand these efforts.

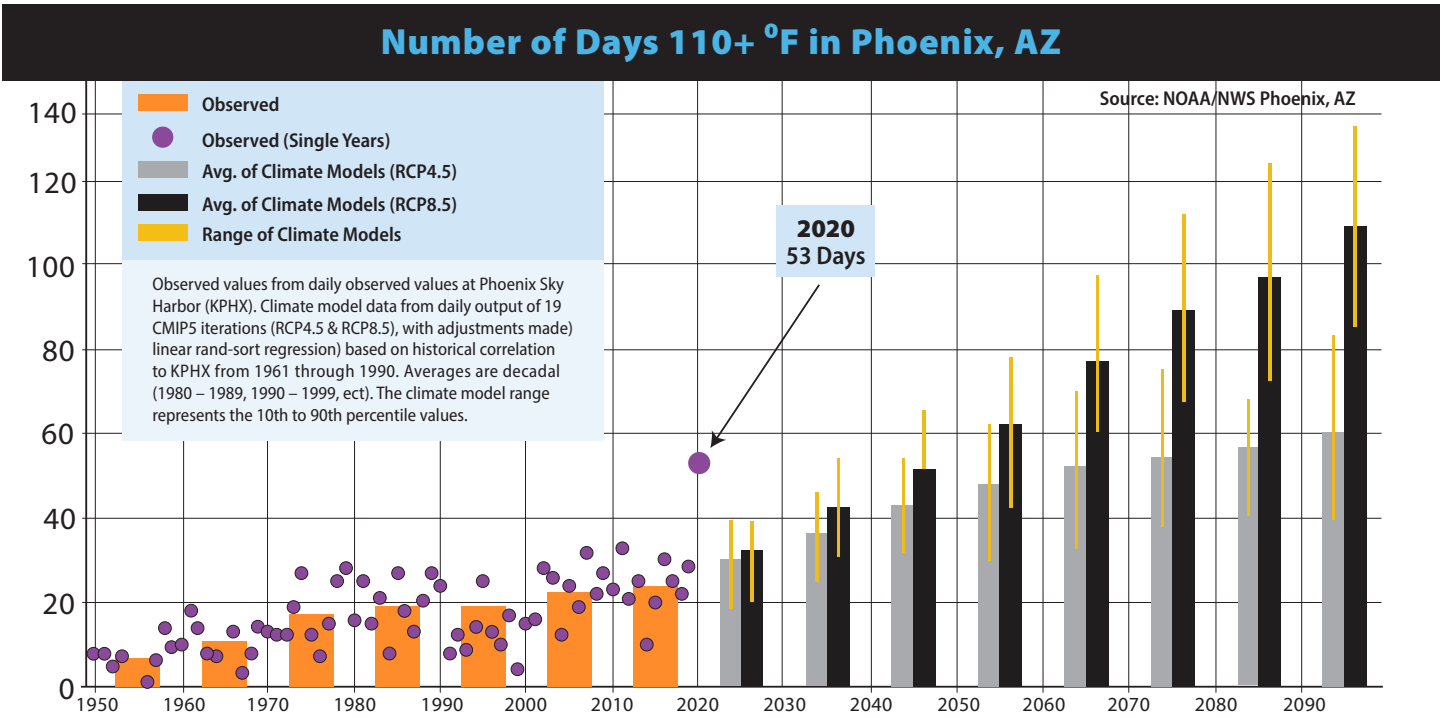
OVERVIEW

Sustainability Challenges & Opportunities

Avondale & the rest of the desert southwest is experiencing hotter summers with more frequent heatwaves, ongoing drought conditions, and increasing pressure on natural resources. Without urgent meaningful action, these conditions are projected to worsen, putting the community’s health, wellbeing, and economic prosperity at risk. Fortunately, there are a host of solutions in Avondale’s toolbox. Rising to the challenge will require addressing sources of the problems while building community resilience and protecting those who are most at risk to the impacts. This section explores the sustainability challenges the community is facing and opportunities available to create a healthy, thriving city for present and future generations.

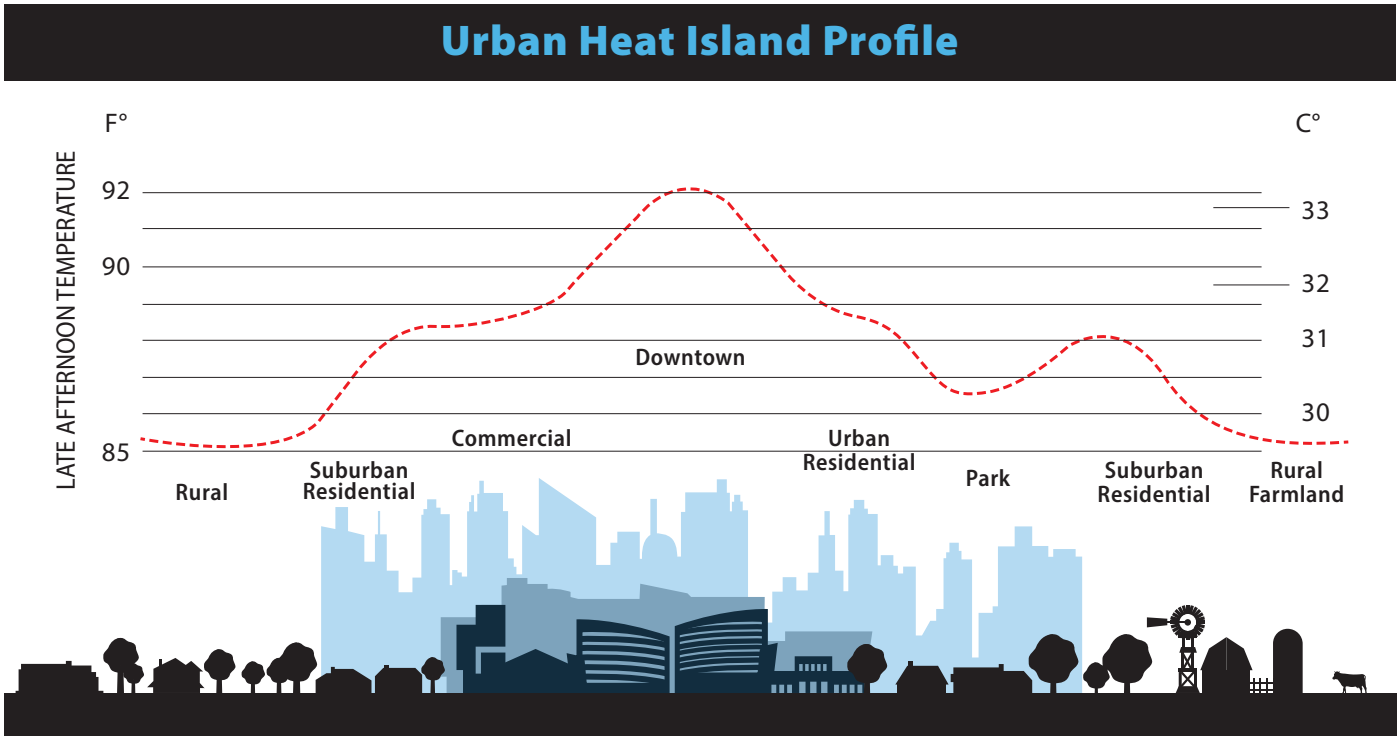
HEAT

Summers are getting hotter and longer with more frequent and intense heatwaves, which is projected to worsen in the years ahead. Temperatures exceed 100°F as early as May and as late as October. On average, there are 110 days each year when the temperature is above 100°F, including an average 26 days above 110°F. The year 2020 brought a record-breaking 53 days over 110°F, which will likely become common by the 2050s and 60s.



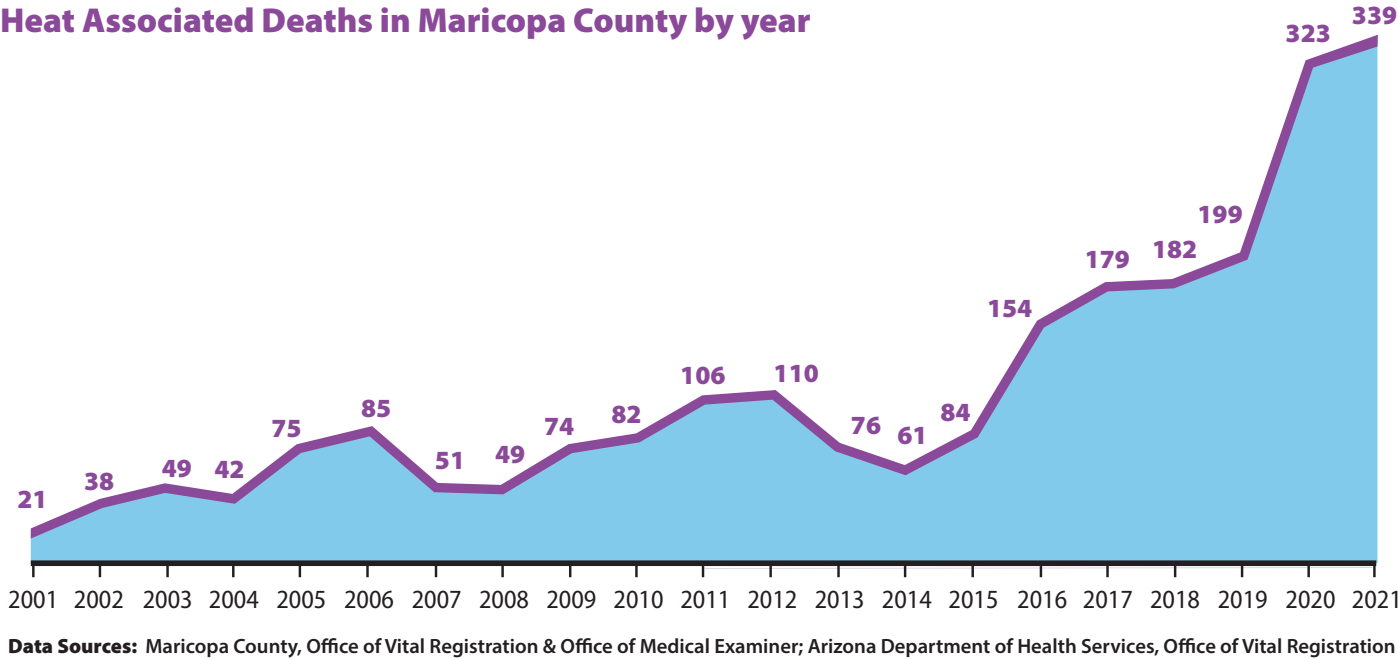
The average number of days over 110°F has more than doubled in the past 60 years. The record-breaking summer of 2020 with 53 days over 110°F will be average by the mid-21st Century. Information like this can help showcase the long-term impact of emissions reductions and apply strategies to reduce the impact of extreme heat on our communities and economy

.Phoenix is the fourth fastest warming city in the nation, with the average temperature rising 4.35°F between 1970 and 2018¹. This warming is driven by climate change as well as the increase of roadways and buildings that absorb and re-emit heat more than natural or agricultural landscapes do; a phenomenon referred to as the “urban heat island effect”.



Extreme heat poses threats to public health, our economy, and environmental systems. In 2021, there were a record 339 heat-associated deaths in Maricopa County, a 70% increase from 2019, and 16 times more than in 2001². Additionally, there were 2,873 heat-related emergency room visits in 2021³. Those at greatest risk from the heat include people who are homeless, children, elderly, outdoor workers, low income households, and those with other health conditions.

Heat Associated Deaths in Maricopa County by year

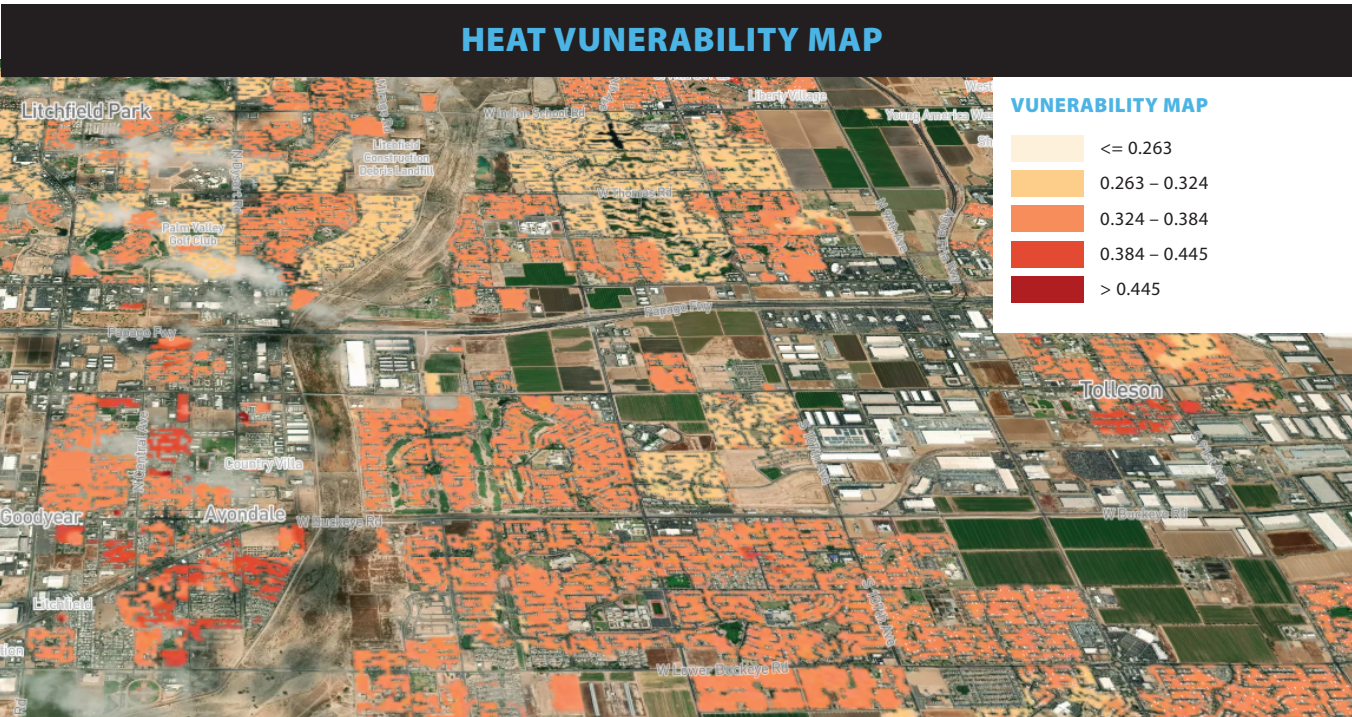


Importantly, factors such as income, health, age, and housing conditions also put some people at greater risk to rising temperatures. Heat vulnerability means some residents and households are more exposed and sensitive to heat during their daily routines, commutes, and outdoor activities.



The impacts of heat are not evenly felt across Avondale’s community. In some neighborhoods, parks, trees, and lakes provide a localized cooling effect. A study conducted by Arizona State University researchers found daytime surface temperatures in May to be up to 31°F cooler in the Crystal Gardens Neighborhood, which has a series of constructed wetlands, than in the adjacent neighborhood that doesn’t have any water features⁴. Additional studies are needed to determine how this impacts thermal comfort, or the temperature people feel while in the neighborhood.

The Crystal Gardens Wetlands is an excellent example of the multiple benefits that green infrastructure projects can provide. The lakes naturally and cost-effectively clean the water that comes from the Salt River Project canal before it is stored in the aquifer for later use. The cooling effect can also be seen on heat maps using temperature data from satellites.



This map shows areas of the community that are more vulnerable to heat in darker reds and areas that are less heat vulnerable in lighter shades of orange and yellow. Map source: UREX Urban Systems Lab.

Economic impacts from extreme heat include reduced labor productivity as people endure uncomfortable conditions and workers take sick leave. Industries that involve significant amounts of outdoor labor, such as construction, landscaping, and agriculture are at higher risk from extreme heat. Tourism and leisure activities are also affected as temperatures rise, making walking, shopping, and sightseeing uncomfortable and potentially dangerous.

Excessive heat is also a problem for plants, animals, and pollinators. Trees and plants can become heat stressed and can lose their leaves, are more vulnerable to disease and pests, and may die. Species that are not native or adapted to the desert are especially vulnerable to heatwaves. Animals including birds, reptiles, and insects are mobile and may be able to avoid the worst effects of extreme heat events but can suffer from dehydration without access to water. Warmer temperatures have caused die-offs of fish in some lakes and rivers.

Fortunately, there are many ways to mitigate heat and increase resilience to heatwaves in Avondale and across the region. Key strategies include planting more native trees and vegetation, using reflective coatings on roofs and roads, implementing green storm water infrastructure, and establishing Cooling Centers to provide critical heat relief on extremely hot days. Avondale’s approach to building community resilience to extreme heat is discussed in the Sustainability Pathways section of this Plan

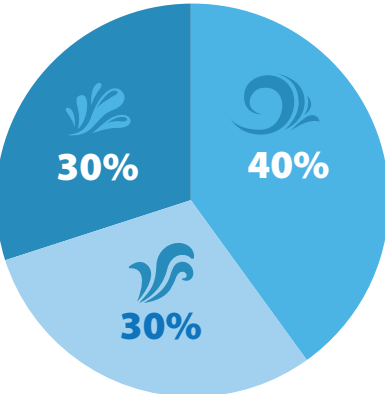
DROUGHT

Water is essential for life. It supplies food, generates energy, and creates jobs. The wellbeing of our community and economy depends on it. In a desert city, it is highly important to plan, develop and invest in forward-thinking policies, programs, and infrastructure to ensure safe, reliable, and sustainable water supplies for the future. The ongoing drought, climate change, and over-allocation of the Colorado River system place increasing pressure on Arizona’s water supplies.

The Southwestern United States, including Arizona, has been in a drought for over 20 years. Multiple dry winters with limited precipitation, combined with hot and dry summers, have intensified drought conditions across the state. Due to over-allocation of Colorado River water, exacerbated by prolonged drought, Lake Mead has dropped to historic low levels, & the Bureau of Reclamation (BOR) declared a Tier 1 shortage for 2022. The Tier 1 shortage means reduced water supplies to Arizona; however, it does not mean a shortage at the tap for Avondale’s community.

The City of Avondale has planned for decades to meet the challenge of providing customers a safe, affordable, and reliable supply of water, even during times of extreme and excess drought. Avondale has also prepared for growth, as identified in the General Plan Update, and secured water allocations to support economic development. The City has strategically prepared for this shortage through smart planning, diverse water portfolio, and water conservation and efficiency efforts.

- **Smart Planning:** Avondale has a 100-year assured water supply designation from the State of Arizona to ensure reliable water supplies and support responsible growth. This designation means that the City has shown continuous, physical, and legal availability of water, along with meeting water quality and financial capability standards, to maintain adequate water supplies.
- **Diversification:** The City has built and maintains a diverse and robust water portfolio to include renewable surface water, groundwater, and reclaimed water.



- **Relentless Activity:** The City’s water resource team continually reviews opportunities to enhance the City’s water portfolio through long-term groundwater storage credits, strong partnerships with other water entities, and ongoing efforts to promote water conservation and efficiency.

The City of Avondale’s water portfolio includes a mix of three renewable sources, with approximately 40% of our water supply coming from the Salt and Verde Watershed delivered by Salt River Project, 30% from the Colorado River system through the Central Arizona Project, & 30% from the City’s own reclaimed wastewater. Nearly all

of the water used in Avondale is groundwater that is continuously replenished by these renewable sources through a process called aquifer recharge. Avondale recycles 100% of the water that goes down drains of homes and businesses. The wastewater is treated and cleaned to meet recharge quality standards and then allowed to percolate back into the underground aquifer for future use, creating a sustainable water cycle and renewable resource for future generations. Having multiple sources of water and maintaining long-term storage provides the City of Avondale greater resilience in the face of drought and other challenges.

However, as drought conditions continue and intensify, additional actions will become necessary to conserve water resources and use water efficiently. Currently, up to 55% of residential water is used outdoors for irrigation of landscapes, presenting both challenges and opportunities. Looking to the future, Avondale will need to be smart about water usage, prepare for ongoing drought, and make efficient use of our current water resources. At the same time, the City will continue to pursue opportunities for new water sources and increase capacity to treat, deliver, recharge and reclaim our water resources to support the community’s needs. Avondale also recognizes the need to work collaboratively with partner agencies on regional water infrastructure projects to ensure long-term water security.

As Avondale continues to grow and begins making plans for future development south of the Estrella Mountains, thoughtful innovation, ingenuity, and partnerships are needed to secure a sustainable and resilient water supply and build the necessary distribution and treatment systems to serve the area. There is an opportunity to research and deploy techniques such as rainwater harvesting, low impact development (LID) and direct potable water reuse.

The City works tirelessly and proactively to assure a viable water future for Avondale’s current and future community. To be truly successful, water conservation and water efficiency practices ought to be standards to extend supplies longer into the future. More details on water-wise and water efficiency strategies and actions are outlined in the Sustainability Pathways section of this plan.



NATURAL ASSETS

From the flowing waters of the Gila and Salt Rivers to the beauty of the Estrella Mountains, the continuous open space corridor carved out by the Agua Fria River, and the many public parks, trails, and water features throughout the City, these natural assets are unique to Avondale. Locals and visitors alike take advantage of convenient access to fish, hike, bike, view wildlife, get out on the water, and otherwise enjoy the great outdoors. The community values these amenities and sees them as vital to supporting healthy active lifestyles and attracting tourists.

Functioning ecosystems provide additional health and economic benefits to the community. Trees and vegetation clean the air and the water by filtering out harmful pollutants. Plants also lower surface and air temperature by providing shade and through evapotranspiration, which can reduce demand for air conditioning and save costs on utility bills. Studies show that shaded surfaces may be 20-45°F cooler than unshaded materials⁵. Natural landscapes also help protect against flooding events by absorbing stormwater runoff. Furthermore, spending time in nature can act as a balm for our busy brains, reducing stress, improving moods and increasing happiness⁶. With all these attributes, it is no wonder that having green space and nature in urban environments reduces healthcare costs and increases property values^{7,8}.

Wildlife also relies on these natural assets. The Base and Meridian Wildlife

Area, managed by the Arizona Game and Fish Department, provides 200 acres of crucial riparian, wetland, and Sonoran Desert habitat along the Salt and Gila Rivers. The area provides critical nesting, cover and food resources for many birds, mammals, fish and reptiles. Though typically a quiet escape from city life, each year thousands of people flock to the site for the annual Tres Rios Nature Festival, a celebration of the environment and lively weekend of fun for the whole family. To the southeast, the Sierra Estrella Wilderness Area, managed by the Bureau of Land Management, contains 14,400 acres of rugged mountain habitat for a diversity of desert plants and animals.

One of the significant challenges the region faces is air pollution from ozone (smog) and particulate matter (dust and soot). The greater Phoenix area is currently designated as Moderate Non-attainment for ozone and likely to be redesignated to Serious Non-attainment in 2024. The area is also designated as Serious Non-attainment for PM-10 (dust) and is experiencing increasing levels for PM-2.5 (soot) that could potentially result in the region’s status changed to Non-attainment for PM-2.5. As the classification becomes more severe, the Clean Air Act requirements become more stringent and costly. Failure to meet the standards by established deadlines has economic repercussions. Transitioning to cleaner modes of transportation is key to our success in tackling air pollution.

The City has experienced remarkable growth in recent decades and continues to attract new residents, developers, businesses, and visitors. Avondale is currently home to a population of over 90,000 people and is projected to surpass 100,000 by 2030 and reach 119,000 by 2050⁹.

Sustaining economic prosperity and a high-quality affordable lifestyle for Avondale’s communities depends on smart, sustainable development.

Sustainable development is meeting the needs of the present without compromising the ability of future generations to meet their own needs.

Strategies for sustainable development include:

- Preserve and revitalize existing natural assets, river corridors, and open spaces
- Ensure convenient, affordable access to nature and its benefits for all residents
- Invest in cost-effective “green” (nature-based) infrastructure to mitigate heat and air pollution and manage stormwater
- Ensure homes, buildings, and businesses use water and energy efficiently
- Prioritize clean modes of transportation
- Transition to renewable energy sources
- Promote a circular economy where waste is reused as a resource

By taking advantage of these approaches and other opportunities that become available, Avondale can sustain a healthy, resilient, and equitable community for generations to come.

GREENHOUSE GAS EMISSIONS

Governments, corporations, citizens and financial institutions are taking action to reduce greenhouse gas emissions. BlackRock, a global investment firm managing assets worth \$10 trillion, wrote in a 2020 letter to CEOs that climate risk is investment risk and placed sustainability at the center of its investment approach¹⁰. The short two years since has seen a huge shift of capital with sustainable investments reaching \$4 trillion¹¹. Cities that plan for the decarbonized economy and prioritize a just & fair transition will be better positioned for job growth and be more attractive to businesses, technology, and investment opportunities. They also benefit from cleaner air, greater access to prosperity for all, and a higher quality of life.

In order to tackle greenhouse gas emissions it’s important to understand what they are and where they come from. Greenhouse gases trap heat in Earth’s atmosphere. The most common greenhouse gases are carbon dioxide, methane, and nitrous oxide. They act like a glass greenhouse by letting sunlight pass through but preventing heat from leaving,

causing a warming effect. Having the right balance of greenhouse gases is critical for life as we know it. An excess of these gases in the atmosphere, however, warms the planet and causes changes to the climate, leading to irregular weather patterns and more frequent and intense droughts, heatwaves, wildfires, and other extreme events.

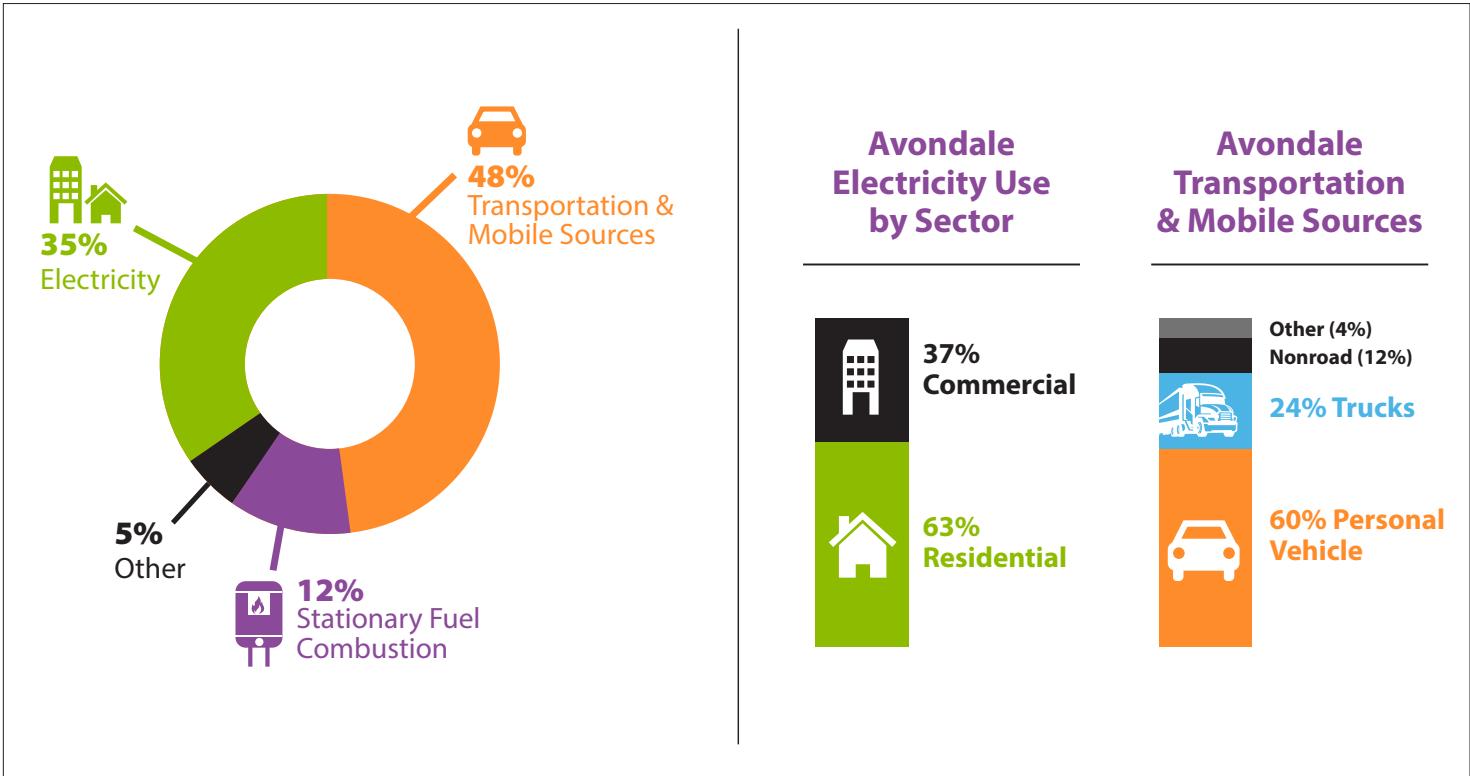
While there have been fluctuations in Earth’s climate in the past, the current rate of warming is higher than in at least the last 2,000 years¹². The impacts of climate change are already being felt. In the United States, the number of weather and climate disasters exceeding \$1 billion in losses has increased six-fold in the past five years compared to the 1980s (including CPI adjustments to 2022 USD)¹³. In 2021 alone, the U.S. sustained 20 separate billion-dollar weather/climate events resulting in more than 700 deaths and a combined loss exceeding \$148 billion¹³. Without immediate and deep emission reductions, the impacts on communities, infrastructure, and ecosystems will worsen in the decades ahead and some will be irreversible.

The primary driver of excess greenhouse gas emissions comes from the burning of fossil fuels like coal, oil, and gasoline that is used to generate electricity, fuel transportation systems and make goods and raw materials¹². The world’s leading experts on climate change, the International Panel on Climate Change (IPCC), find that global greenhouse gas emissions need to peak by 2025 at the latest, be reduced by 43% by 2030, and achieve net-zero in the early 2050s to limit warming and associated adverse impacts¹⁴. This will require major transitions in the energy sector. Fortunately, since 2010, there have been sustained decreases of up to 85% in the costs of solar and wind energy and batteries. In the United States, greenhouse gas emissions from the electricity sector have decreased by about 21% since 1990 due to a shift in cleaner energy and greater energy efficiency¹⁵.

Cities can be part of the solution by creating compact walkable communities, electrifying transportation, transitioning to renewable energy sources, and leveraging nature’s capacity to capture and store carbon dioxide. Reducing emissions in industrial processes will involve using materials more efficiently, reusing and recycling products and minimizing waste.

AVONDALE COMMUNITY EMISSIONS

The vast majority (83%) of emissions in Avondale come from transportation (48%) and electricity (35%) used to power homes and buildings. Increasing energy efficiency of homes and buildings, switching to clean renewable energy, and reducing the need for gas vehicles presents the greatest opportunities for emissions reductions city-wide.

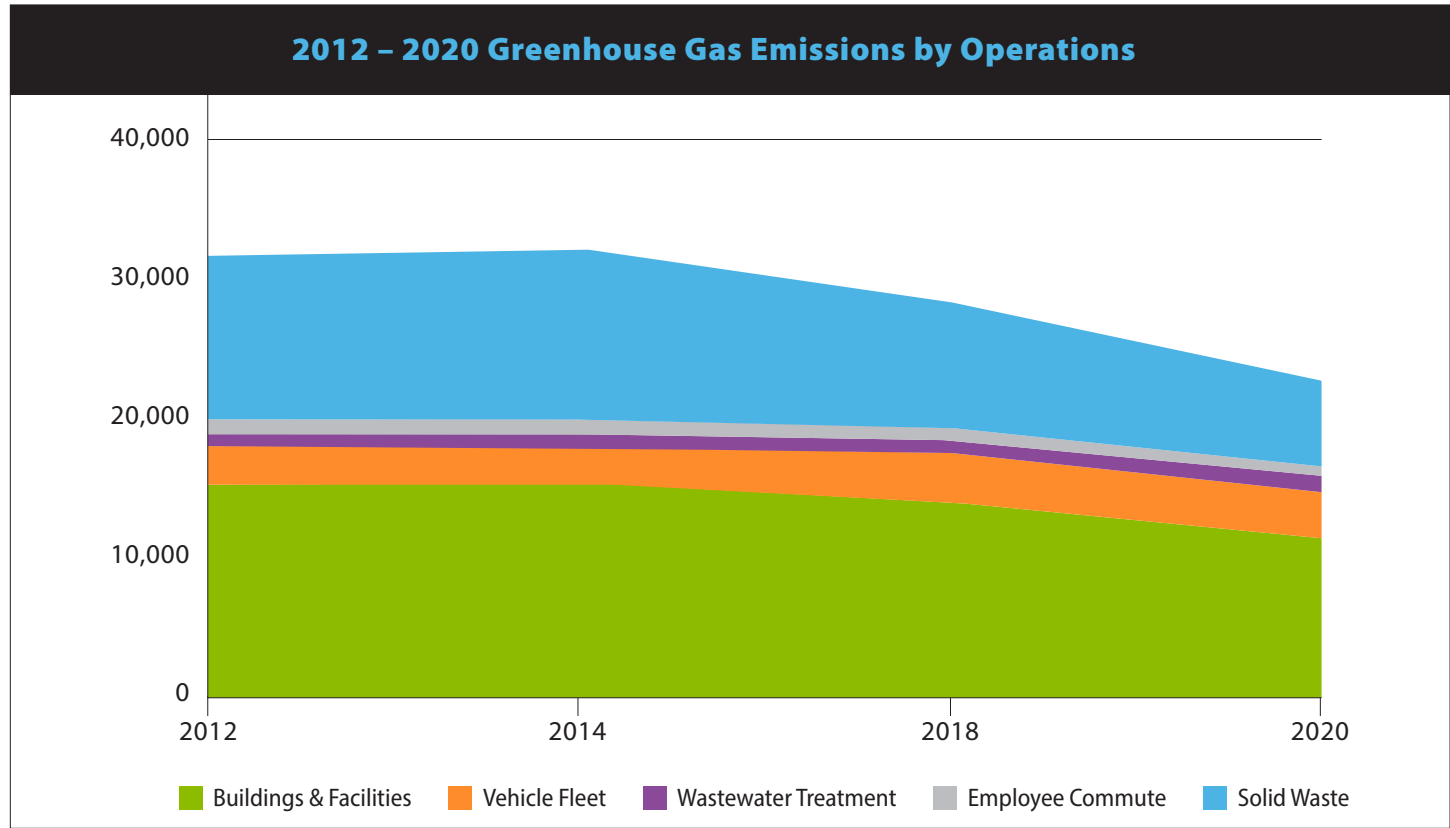
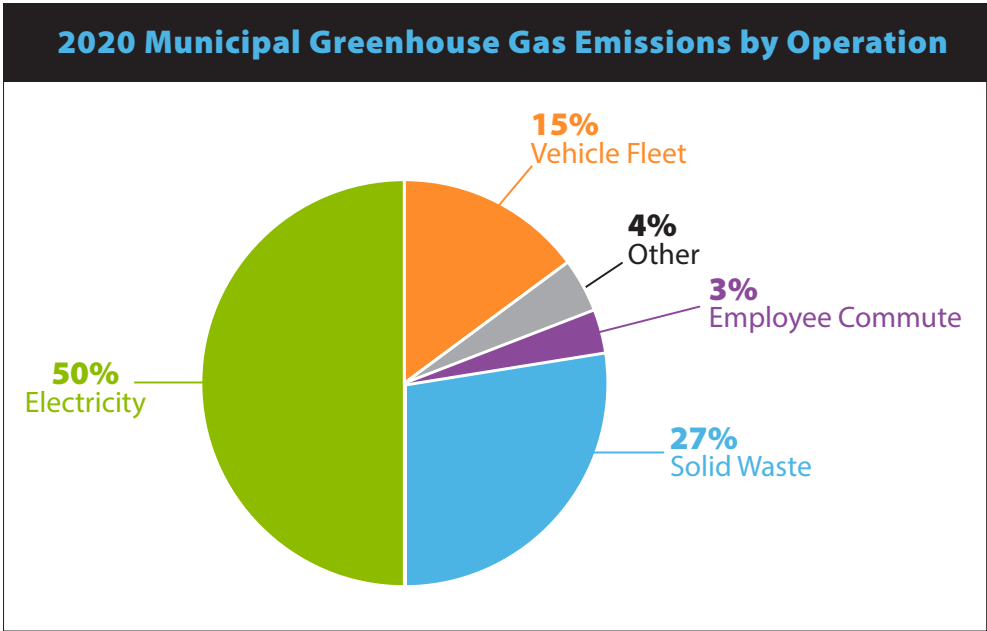


HOW DOES AVONDALE COMPARE?

In 2018, Avondale’s residents, businesses, employees, and visitors produced over 838,000 metric tons of carbon dioxide equivalent (MTCO2e)¹⁶. Avondale’s city-wide “carbon footprint” was smaller than most nearby cities in 2018, at 10.1 MTCO2e per person. However, if everyone on the planet lived like the average person in Avondale, it would take multiple Earths to sustain this lifestyle.

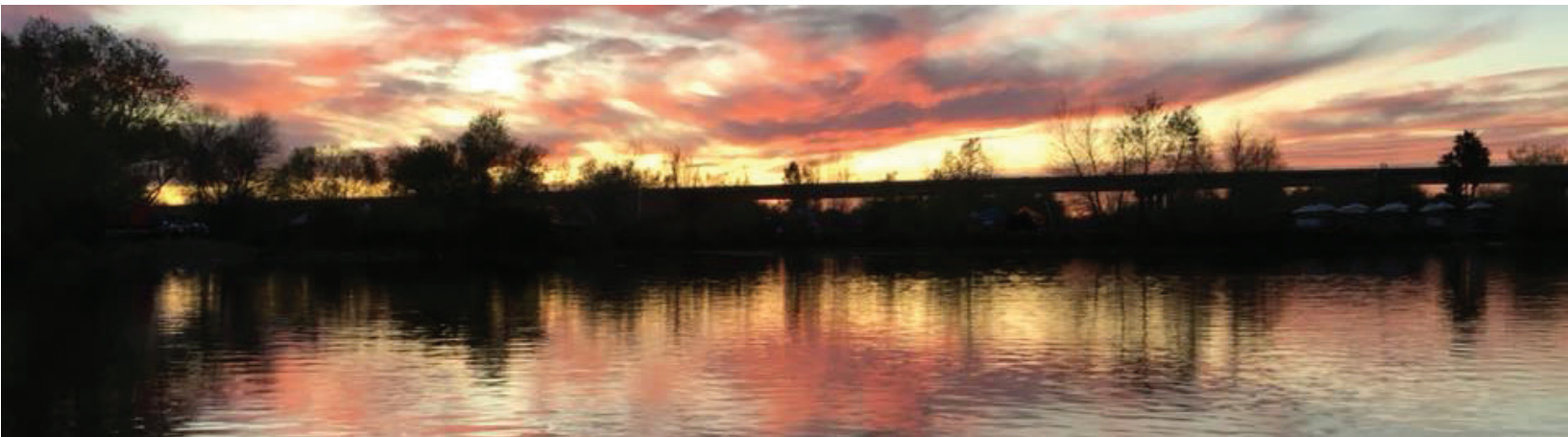
MUNICIPAL EMISSIONS

The municipal emissions inventory looks at the amount of greenhouse gases created by the City of Avondale from providing services to its residents & operating government buildings and vehicles. The largest sources of municipal greenhouse gas emissions are electricity for City buildings, water treatment and delivery, and emissions from landfill processes. Overall, municipal operations account for approximately 2% of all greenhouse gas emissions City-wide.



Emissions from municipal operations decreased 28% between 2012 and 2020, surpassing the City’s goal of a 25% reduction by 2025. The reductions were primarily driven by improved energy efficiency, a cleaner electricity grid, and improved carbon capture technology at the Glendale Landfill. Emissions reductions were achieved at the same time Avondale’s population and economy grew significantly.

EQUITY PRINCIPLES



While heatwaves, drought, poor air quality, and environmental degradation affect everyone in our community, some people are more acutely impacted than others. For instance, some neighborhoods and parts of the City are hotter than others because they have less tree cover, shade, and water features compared to cooler areas nearby. Residents living in homes with poor insulation and inefficient air conditioners, such as older houses and mobile homes, often require more electricity to try to keep homes adequately cooled, which can be challenging if finances are stretched thin. People who work outside or are experiencing homelessness are especially at-risk to heat illness and death during the region’s intense summers.

Often, the same communities face multiple adverse environmental and socio-economic conditions. Black, Indigenous, and People of Color, lower-income individuals, children, & older adults are disproportionately impacted by environmental harms, and climate change is worsening these disparities. Strategies to create a sustainable and resilient city need to center equity by prioritizing those who are most at-risk to the impacts.

- THE URBAN SUSTAINABILITY DIRECTORS NETWORK DESCRIBES 4 FORMS OF EQUITY:
- **Procedural equity** – ensure that processes are fair and inclusive in the development of any work
 - **Distributional equity** – ensure that resources, benefits, and burdens of a policy or program are distributed fairly, beginning with those most in need
 - **Structural equity** – ensure the correction of past harms, institutional racism, and the prevention of future negative consequences by changing decision-making and accountability structures
 - **Intergenerational equity** – ensure that decisions do not result in unfair burdens on future generations Equity unleashes the potential for people to improve their own lives and contribute to the community. Advancing equity will take honest examinations of existing barriers, sustained commitment, and investment to increase access to opportunities, health, and wealth for all.

SUSTAINABILITY PATHWAYS

This section is organized into eight “paths” that were identified by the community as key elements of a sustainable and resilient Avondale. The paths are: Efficient Buildings and Renewable Energy, Clean Transportation, Resilience to Extreme Heat, Reliable Water Supply, Healthy Environment, Waste as a Resource, Fresh Food for All, and Green Economy. Each path includes a long-term goal, one or more intermediate targets to track progress, a set of strategies and actions to implement, and ideas for how residents and businesses can support these efforts.

Goal: Provide safe, convenient, and affordable transportation options that improve air quality and support healthy active lifestyles.

Targets	Year
40% of all work commute trips taken by biking, walking, using public transit, carpooling, telecommuting, or driving an electric vehicle	2030
Every household is within one half mile of a public charging station	2030

Avondale’s pathway to clean transportation prioritizes making it easier to walk, bike, use transit, and drive an electric vehicle (EV). Not only are these options better for our health and the environment than driving gasoline vehicles, but they can also save costs, especially as fuel prices continue to rise.

Strategies & Actions

Support Walking and Biking	Improve Public Transit	Enable Electric Vehicles
- Implement an Active Transportation Plan that creates a safe, convenient & effective system for walking, biking, & other forms of active transportation throughout Avondale - Promote walkable neighborhoods through land use planning and transportation investments	- Optimize Zoom bus service - Extend & upgrade existing Valley Metro routes - Pilot more flexible transit options (e.g., Microtransit) - Establish Mobility Hubs to promote multimodal connectivity - Improve bus stop comfort & safety - Upgrade amenities at Avondale’s Park-and-Ride - Electrify buses & transit vehicles	- Ensure affordable, convenient access to EV charging - Support and prepare for 14,000 EVs in the city by 2030 - Require EV charging connectivity in new residential developments - Shift City’s vehicle fleet towards electric vehicles and other types of no-/low-emission fuels

How Residents can Help:

- Walk & bike whenever possible, use public transit or carpool as often as possible, and switch to an electric vehicle if available.

How Businesses can Help:

- Encourage and incentivize employees to use alternate commute modes to work, provide EV charging stations for staff and customers, and transition company vehicles to electric.



HIGHLIGHT:

The city of Avondale has installed 19 EV charging stations & has purchased 3 electric vehicles for its fleet.

Goal: Reduce urban heat island effect and protect the community against extreme heat.

Targets	Year
25% tree canopy cover in parks, neighborhoods, and pedestrian corridors	2030
Zero heat-associated deaths in Avondale	Each year

The threat of extreme heat is intensifying due to climate change and the urban heat island effect. As Avondale grows, it can implement strategies to cool down the city and build resilience to extreme heat that will protect the community and help sustain a high quality of life and a prosperous economy.

Strategies & Actions:

Mitigate Urban Heat	Build Resilience
- Increase tree cover, green infrastructure, and structural shade - Implement and evaluate solar reflective materials like cool pavement/cool roofs - Ensure reliable access to air-conditioned spaces and water during extreme heat - Coordinate with partners to collect & share information & resources with vulnerable populations - Include heat mitigation actions in the City’s All Hazards Mitigation Plan - Update zoning requirements for new development to meet shade canopy goal	- Identify and target support for populations most at-risk to extreme heat - Promote & expand programs that provide weatherization and energy assistance to low income households - Pilot a program to loan portable AC units to low-income households in emergency situations - Conduct interdepartmental/inter-agency training and coordination meetings to align programming and resources - Establish “Resilience Hubs” to increase community connections and to provide respite during heat waves and other disaster events

How Residents can Help:

- Plant low-water-use shade trees in landscape areas. Check-in on neighbors who live alone or may not have adequate air conditioning during extreme heat events.

How Businesses can Help:

- Train staff on heat illness prevention and response; take extra precautions if working outside in the heat. Seek ways to add shade to buildings and landscape and consider joining the Heat Relief Network to provide water and/or heat relief.



HIGHLIGHT:

The AZ Complete Health Avondale Resource Center serves a critical role as a Cooling Center and water distribution site, providing a safe, cool indoor place during the day for refuge from the heat. It is part of the Heat Relief Network, a regional partnership providing water and cool spaces to prevent heat-related illnesses among vulnerable populations.

Goal: Ensure a reliable and sustainable long-term water supply.

Targets	Year
• Maintain 100-year supply of water for Avondale’s community	Ongoing
• Reduce water consumption to 112 gallons per capita per day	2030
• Evaluate water consumption at City facilities	2025

Avondale has assured a 100-year supply of water and leverages a diverse portfolio of water sources, including renewable supplies from the Salt and Verde River watersheds, Colorado River System, and reclaimed water. However, ongoing and intensified drought along with increased demand are straining the capacity of natural systems to provide sufficient and reliable water supplies to the Southwest. Preparing for continued and intensified drought conditions, optimizing water use, and investing in innovative infrastructure projects are vital to the City’s growth and economic future.

Strategies & Actions:

Prepare for Drought	Conserve Water	Invest in Infrastructure
• Update and implement Avondale’s Drought Preparedness Plan • Account for water demand when reviewing new commercial/ industrial use proposals • Continue to maintain a diverse water portfolio	• Promote and use water-wise landscaping • Optimize water use in City operations • Provide education, resources, and tools for the community to conserve water • Incentivize replacement of high-water use fixtures and landscapes with water efficient options	• Pilot green infrastructure projects to use stormwater as a resource • Plan for the city’s Wastewater Treatment Plant expansion • Evaluate sustainable water system options for future development of south of the Estrella mountains, such as rainwater harvesting, direct potable reuse, etc.

How Residents can Help:

- Stay informed and take advantage of Avondale’s Water Conservation Programs.

How Businesses can Help:

- Conduct regular water efficiency checks and fix any leaks; use WaterSense®- labeled fixtures and water-efficient landscapes.



HIGHLIGHT:

Crystal Gardens Wetlands is a series of 21 lakes spanning 72 acres that use natural processes to cost-effectively clean water from the canal system before it is stored underground. The City raises fish and releases them into the lakes to eat algae instead of relying on chemicals. The Wetlands are located within a neighborhood and are open to the public.

Goal: Achieve 90% renewable energy city-wide by 2050.

Targets	Year
• 80% renewable energy for City operations	2035
• 50% reduction of greenhouse gas emissions within City operations (2012 baseline)	2030
• Adopt green construction codes for City facilities and new development	2025
• Increase the percentage of solar on Avondale City facilities, homes, and businesses	Ongoing

The electricity that powers homes, businesses, schools, and streets is essential to quality of life & wellbeing, yet 67% of power comes from unsustainable coal & gas plants (2019)¹⁷ and accounts for 35% of greenhouse gas emissions city-wide. Achieving a clean, resilient, and affordable energy grid requires boosting efficiency, shifting to solar and other renewable energy sources, and increasing storage capacity.

Strategies & Actions:

Increase Energy Efficiency	Expand Renewable Energy	Support Energy Resilience
• Evaluate International Green Construction Code and adopt relevant codes for new development • Provide weatherization, energy efficiency resources, and tools for existing homes and buildings, prioritizing those with high energy burden • Improve energy efficiency of City facilities	• Install on-site solar projects at City facilities • Support utility-scale renewable energy projects in the region • Assess feasibility of small-scale wind pilot project • Support policies & programs that make it more affordable to generate renewable energy on homes and businesses	• Seek innovative ways to support a resilient electricity grid, such as load shifting, energy storage, microgrids, vehicle to grid integration, & carbon capture projects • Evaluate green building construction certifications, such as LEED, Green Globes, and others for City facilities.

How Residents can Help:

- Visit the local utility provider’s website for energy savings tips, rebates, and discounts for your home. (Click the link for APS customers or SRP customers)

How Businesses can Help:

- Consult the local utility provider’s website for a free energy assessment to identify savings and rebate opportunities

HIGHLIGHT:

Avondale receives power from Arizona Public Service (APS) and Salt River Project (SRP). Both are committed to a clean energy future.

APS Commitment: 100% clean, carbon-free and affordable electricity by 2050
SRP Commitment: 90% reduction in carbon intensity by 2050 (2005 baseline)

Goal: Preserve and revitalize natural systems and achieve a level of air quality that is healthy for humans and the environment.

Targets	Year
Meet or exceed Federal Air Quality Standards	Ongoing
Implement one or more restoration projects in Avondale’s river corridors	2025

A healthy environment provides fresh air, clean water, recreation opportunities for people, and shelter and food for wildlife. Avondale contains vital river and wetland habitat, parks, trails, and beautiful desert landscapes. However, the region faces significant air quality challenges from vehicle exhaust, dust generating activities, and wood burning, as well as increasing pressure on limited natural resources.

Strategies & Actions:

Revitalize & Expand Natural Assets	Reduce Pollution
- Preserve and revitalize river corridors by supporting restoration of native habitat, expanding trail systems, and connecting the Avondale community with its rivers - Promote and expand Avondale’s natural assets such as parks, trails, rivers, and wilderness areas to residents, visitors, and businesses - Upgrade the McDowell recharge basin to provide public access and amenities	- Continue to work with other valley cities, Maricopa Association of Governments, and Arizona Department of Air Quality to improve air quality in the region - Support cleanup and redevelopment of environmentally-challenged sites - Continue to coordinate river cleanups, volunteer tree plantings, and other opportunities for community members to support environmental health

How Residents can Help:

- Picking up litter, planting native trees and plants, minimizing vehicle trips, and conserving water and energy.

How Businesses can Help:

- Volunteer at a cleanup event or donate/plant trees as an organization. Integrate sustainable practices into daily operations, purchases, & throughout the supply chain.



HIGHLIGHT:

Water flows year-round in the Salt and Gila Rivers in Avondale, thanks to the City of Phoenix Tres Rios Wetlands project. Locals and visitors can enjoy free access to fishing, bird watching, kayaking, hiking, and more in the Base & Meridian Wildlife Area near Phoenix Raceway in Avondale. More work is needed to mitigate litter and illegal off-roading in this area, combat invasive plant species, and establish a trail system.

Goal: Reduce annual amount of residential waste landfilled by 90% by 2050 (2020 baseline).

Targets	Year
Reduce annual amount of residential waste landfilled by 25% from 2020 levels	2030

The City of Avondale offers recycling services to residential households to support sustainable lifestyles. However, recycled materials currently account for less than 15% of total solid waste by tonnage. Most of the 40,000+ tons of waste from Avondale households each year is delivered to the Glendale Landfill, where it degrades over decades and produces potent greenhouse gases. Technologies such as methane capture systems are used to reduce pollution released from the landfill, but ultimately minimizing the amount of waste that is sent to the landfill is the best way to prevent emissions and reduce the need for more landfills.

Strategies & Actions:

Reduce	Reuse	Recycle
- Provide education, resources, and tools to residents and businesses on ways to reduce waste - Reduce waste within City operations, construction, and purchasing practices - Encourage reduction in construction waste	- Promote a “circular economy” where waste is reused as a resource, supporting local supply chains where possible - Initiate innovative ways to cost effectively compost organic waste - Investigate opportunities to capture biogas from wastewater treatment	- Develop bilingual programs to increase recycling and reduce contamination rates - Provide safe and easy ways for residents to dispose of household hazardous materials - Ensure access to recycling for multi-family residential developments - Prioritize procuring products with recycled content

How Residents can Help:

- Reduce single-use plastics, use the Recycle Right Wizard, and compost food scraps.

How Businesses can Help:

- Promote and implement the three R’s: Reduce, Reuse, and Recycle.



HIGHLIGHT:

Avondale’s Green Waste Pilot Program ran between 2014 – 2021 and collected approximately 800 tons of green waste (tree limbs, yard trimmings, etc.) annually from Avondale households. The material was delivered to a local farm to use for compost and mulch. The program ended due to the vendor’s closure; no viable or cost-effective alternative option for green waste has yet been identified.

Goal: All people living in Avondale will have enough to eat and have access to healthy, affordable, local, and culturally appropriate food.

Targets	Year
Reduce food insecurity by 50% from 2020 levels	2030

Healthy food is fresh, nutritious and grown without harming its producers or the environment. Growing healthy food in our community contributes to economic growth, health, and wellbeing. Despite our agricultural roots and rich potential, our current food system is not working for many people in our region, especially low-income, ethnic minorities, seniors, and children. As Avondale becomes more urbanized, it is increasingly important to grow and preserve a local sustainable food system. This will require overcoming barriers to accessing land for growing food

Strategies & Actions:

Grow Food Locally	Improve Food Access	Provide Food Education
- Support community,backyard and market gardens - Grow the existing farmers market in Avondale - Create a community tool bank to increase access to gardening equipment and resources for residents - Support formation of an Urban Growers Network - Attract, grow, and retain sustainable agriculture businesses that provide food to the community	- Mitigate food deserts by making sure all residents have access to affordable and healthy food - Address root causes of food insecurity, such as poverty and transportation - Divert excess food from grocers/restaurants to help feed those in need - Integrate policies and land use planning that increase access to healthy food in the General Plan	- Partner with schools, agriculture businesses and nonprofits to expose students to healthy eating, sustainable food systems, and food technology careers - Partner with stakeholders to support and promote a Buy Local Food campaign with focus on small businesses - Promote sustainable farming practices

How Residents can Help:

- Support local growers and/or grow a garden with fruits, veggies, and herbs. Involve friends, family, and neighbors to swap produce.

How Businesses can Help:

- If catering an event or office meeting, support local businesses that grow food sustainability. Organize donation drives to keep local food pantries stocked.



HIGHLIGHT:

Coldwater Coffeehouse and Bakery is a cooperatively owned farm-to-table café in Old Town that was started by Avondale residents.

Goal: Avondale’s business community is actively engaged in creating a sustainable city.

Targets	Year
Certify 10 local businesses through the Green Business Program each year	Ongoing
Host a large event to attract green businesses, workforce talent, and/or tourists	2025

In a green economy, growth in employment and income are driven by public and private investments into economic activities, infrastructure, and assets that reduce pollution, enhance energy and resource efficiency, and prevents the loss of biodiversity and environmental functions. It is economically balanced, resource efficient, and socially inclusive. Creating a sustainable and resilient city is good for the economy & our wellbeing.

Strategies & Actions:

Promote Sustainable Business Practices	Attract Green Industries	Grow the Workforce
- Encourage Avondale businesses to implement sustainable practices and celebrate achievements through the Green Business Program - Provide resources, tools, and connections to help businesses overcome sustainability challenges	- Attract, grow, and retain sustainable businesses and industries to invest in Avondale and create high-quality jobs - Grow and promote ecotourism opportunities such as wildlife viewing, volunteer conservation projects, and outdoor recreation to generate revenue for local businesses and city services	Partner with academic and industry experts and community organizations to provide workforce training for students, residents and workers to grow the skills needed and prepare for jobs in green career fields such as electric vehicles, energy efficiency, clean energy, and green technology

How Residents can Help:

- Show community support by shopping at local Green Businesses & encourage friends & family to do the same.

How Businesses can Help:

- Implement sustainable business practices and learn how to can get certified through the city’s Green Business Program at AvondaleAZ.gov/greenbusiness.



HIGHLIGHT:

Coldwater Coffeehouse and Bakery received the 2022 Green Business of the Year Award at the State of the City Address.

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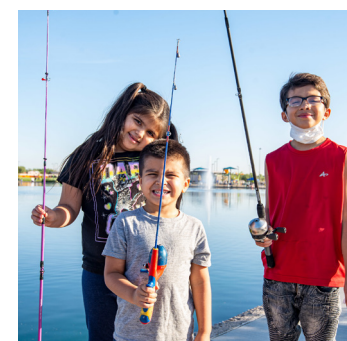
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IMPLEMENTATION SYSTEM

City Cost: \$ = \$0 – \$250k, \$\$ = \$250k – \$2M, \$\$\$ = >\$2M

Potential Funding: **CAP** (Community Action Program), **CDBG** (Community Development Block Grants), **CIP** (Capital Improvement Project), **CMAQ** (Congestion Mitigation and Air Quality Improvement), **EF** (Enterprise Fund), **GF** (General Fund), **HURF** (Highway User Revenue Fund), **TBD** (To Be Determined)

Dept. **DES** (Development and Engineering Services), **EDT** (Economic Development and Tourism), **F&B** (Finance and Budget), **MPR** (Marketing and Public Relations), **Abbreviations:** **NFS** (Neighborhood and Family Services), **OPS** (Office of Public Safety), **P&R** (Parks and Recreation), **PW** (Public Works)

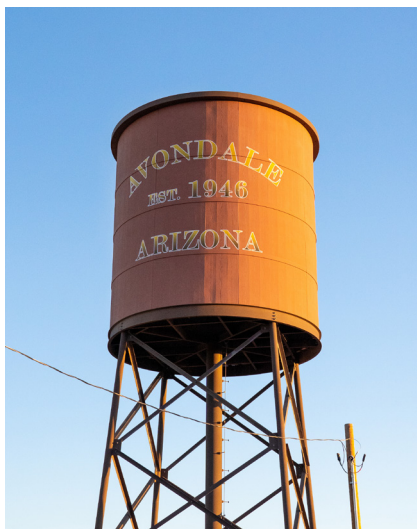
Strategy	Action	Lead	Potential Partners	City Cost	Potential Funding Sources	Implementation to begin
Clean Transportation						
Support Walking and biking	Implement an Active Transportation Plan that creates a safe, convenient and effective system for walking, biking, and other forms of active transportation throughout Avondale	P&R and DES	Maricopa County, developers	\$\$\$	GF, CIP, Regional Funds, Grants	0 – 2 years
	Promote walkable neighborhoods through land use planning & transportation investments	DES - Planning	PW - Transit, developers	\$ - \$\$\$	GF, CIP, Regional Funds, Grants	Ongoing
Improve Public Transit	Optimize Zoom bus service	PW - transit	Valley Metro	\$\$\$	GF and Federal UZA Funds	0 – 2 years
	Extend and upgrade existing Valley Metro routes	PW - transit	Valley Metro	\$\$\$	Regional Funds (Prop400)	2 – 5 years
	Pilot more flexible transit options (e.g., Microtransit)	PW - transit	Valley Metro, City of Goodyear	\$\$	GF, Federal UZA Funds	0 – 2 years
	Establish Mobility Hubs to promote multimodal connectivity	PW - transit	Valley Metro	\$\$ - \$\$\$	CIP	2 – 5 years
	Improve bus stop comfort and safety	PW - transit	Valley Metro	\$ - \$\$\$	CIP	0 – 2 years
	Upgrade amenities at Avondale’s Park-and-Ride	Valley Metro	PW - Transit, Engineering Services	\$\$	CIP, Federal UZA Funds	0 – 2 years
	Electrify buses and transit vehicles	Valley Metro	PW - Transit, local school districts	\$\$ - \$\$\$	Federal UZA Funds, Grants	5+ years
Enable Electric Vehicles	Ensure affordable, convenient access to EV charging	PW - Sustainability	DES, developers, businesses, SRP, APS	\$\$	GF, Grants, Rebates	0 – 2 years
	Support and prepare for 14,000 EVs in the city by 2030	PW - Sustainability	DES	\$ - \$\$\$	GF, Grants, Rebates	5+ years
	Require EV charging connectivity in new residential developments	DES - Planning	PW - Sustainability	\$	N/A	0 – 2 years
	Shift City’s vehicle fleet towards electric vehicles and other types of no-/low-emission fuels	PW - Fleet Services	PW - Sustainability, City Departments with vehicles, FleetPros Arizona Chapter	\$\$ Annually	Vehicle Replacement Fund, GF, EF, HURF, and Grants	0 – 2 years
Resilience to Extreme Heat						
Mitigate Urban Heat	Increase tree cover, green infrastructure, and structural shade	P&R, PW, and DES	Developers, businesses, HOAs, residents, and nonprofits	\$ - \$\$\$	GF, EF, CIP, and Grants	Ongoing
	Implement & evaluate solar reflective materials like cool pavement/cool roofs	DES	PW - Sustainability	\$	GF, EF, Pavement Preservation Fund, and Grants	0 – 2 years
	Ensure reliable access to air-conditioned spaces & water during extreme heat	NFS	MAG Heat Relief Network	\$	GF	Ongoing
	Coordinate with partners to collect and share information and resources with vulnerable populations	NFS	Police, Fire, PW - Sustainability, MAG Heat Relief Network	\$	GF	Ongoing
	Include heat mitigation actions in the City’s All Hazards Mitigation Plan	Fire	PW - Sustainability, NFS	\$	N/A	2 – 5 years
	Update zoning requirements for new development to meet shade canopy goal	DES - Planning	PW - Sustainability	\$	N/A	0 – 2 years
Build Resilience	Identify and target support for populations most at-risk to extreme heat	NFS - Community Action Program	PW - Sustainability, MPR, Maricopa County Public Health Department, MAG	\$	CAP and CDBG	Ongoing
	Promote & expand programs that provide weatherization & energy assistance to low-income households	NFS	MPR, PW - Sustainability, nonprofits	\$\$	CAP, CDBG, and Grants	Ongoing
	Pilot a program to loan portable air conditioning units to low-income households in emergency situations	NFS	Nonprofits, MAG Heat Relief Network	\$	Grants	2 – 5 years
	Conduct interdepartmental/interagency training & coordination meetings to align programming and resources	NFS and PW	HR - Risk Management, MAG Heat Relief Network, Solari, Sustainable Cities Network	\$	N/A	0 – 2 years
	Establish “Resilience Hubs” to increase community connections and to provide respite during heatwaves and other disaster events	PW	NFS, Facilities, APS	\$\$ - \$\$\$	TBD	5+ years

Strategy	Action	Lead	Potential Partners	City Cost	Potential Funding Sources	Implementation to begin
Reliable Water Supply						
Prepare for Drought	Update and implement Avondale’s Drought Preparedness Plan	PW - Water Resources	PW, P&R, NFS, PS (Fire and Code Compliance), DES, Facilities	\$	Awarded Growing Water Smart Grant	Ongoing
	Account for water demand when reviewing new commercial/ industrial use proposals	DES - Planning	PW - Water Resources	\$	EF	0 – 2 years
	Continue to maintain a diverse water portfolio	PW - Water Resources	SRP, CAP, Valley cities, tribes	\$ - \$\$\$	EF and Grants	Ongoing
Conserve Water	Promote and use water-wise landscaping	PW - Water Resources	DES, Facilities, P&R, PW, MPR, developers, businesses, residents, and Water - Use It Wisely	\$	GF, EF, and Grants	Ongoing
	Optimize water use in City operations	PW - Water Resources	PW, P&R, Fire, Facilities	\$ - \$\$	GF, EF, and Grants	0 – 2 years
	Provide education, resources, and tools for the community to conserve water	PW - Water Resources	MPR, PW, HOAs, Property Managers, Developers, West Valley Water Association, AMWUA	\$	GF, EF, and Grants	Ongoing
	Incentivize replacement of high-water use fixtures and landscapes with water efficient options	PW - Water Resources	PW and Facilities	\$ - \$\$	GF, EF, and Grants	Ongoing
Invest in Infrastructure	Pilot green infrastructure projects to use stormwater as a resource	PW - Sustainability	DES - Engineering, PW - Water Resources	\$ - \$\$	GF, EF, and Grants	2 – 5 years
	Plan for the city’s Wastewater Treatment Plant expansion	PW - Utility Operations	DES, PW - Sustainability	\$\$\$	EF	2 – 5 years
	Evaluate sustainable water system options for future development of ‘South Avondale,’ such as rainwater harvesting, direct potable reuse, etc.	PW - Water Resources	PW - Sustainability, DES, EDT	\$\$	GF, Enterprise Funds, and Grants	0 – 2 years
Efficient Buildings and Renewable Energy						
Increase Energy Efficiency	Evaluate International Green Construction Code and adopt relevant codes for new development	DES - Building Services	PW - Sustainability, Home Builders Association, developers, Sustainable Cities Network	\$	N/A	2 – 5 years
	Provide weatherization, energy efficiency resources, and tools for existing homes and buildings, prioritizing those with high energy burden	NFS	Low Income Energy Assistance Program (LIHEAP)	\$\$	CDBG and GF	Ongoing
	Improve energy efficiency of City facilities	Facilities, PW, and P&R	SRP and APS	\$\$ - \$\$\$	GF, CIP, and Grants	Ongoing
Expand Renewable Energy	Install on-site solar projects at City facilities	Facilities, PW, and P&R	SRP, APS, solar contractor	\$\$ - \$\$\$	CIP and Grants	0 – 2 years
	Support utility-scale renewable energy projects in the region	PW - Sustainability	SRP, APS, Arizona Forward, other cities	\$\$ - \$\$\$	GF and Grants	2 – 5 years
	Assess feasibility of small-scale wind pilot project	PW - Sustainability	SRP and APS	\$	GF or Grants	0 – 2 years
	Support policies and programs that make it more affordable to generate renewable energy on homes and businesses	PW - Sustainability	DES - Planning, APS, SRP	\$	GF or Grants	0 – 2 years
Support Energy Resilience	Seek innovative ways to support a resilient electricity grid, such as load shifting, energy storage, microgrids, vehicle to grid integration, and carbon capture projects	PW - Sustainability	Facilities, PW, P&R, APS, SRP, Sustainable Cities Network	\$ - \$\$\$	GF, CIP, Grants	2 – 5 years
	Evaluate green building construction certifications, such as LEED, Green Globes, and others for City facilities.	DES - CIP	PW - Sustainability	\$	CIP	Ongoing
Healthy Environment						
Revitalize and Expand Natural Areas	Preserve and revitalize river corridors by supporting restoration of native habitat, expanding trail systems, and connecting the Avondale community with its rivers	P&R and PW - Sustainability	Rio Reimagined, Lower Gila River Collaborative, EDT, Arizona Game and Fish, Maricopa County Flood Control District, Maricopa County Parks Department, community organizations	\$\$\$	GF, CIP, Grants	Ongoing
	Promote and expand Avondale’s natural assets such as parks, trails, rivers, and wilderness areas to residents, visitors, and businesses	P&R	EDT, MPR, Maricopa County, Rio Reimagined, Lower Gila River Collaborative, Arizona Department of Game and Fish	\$ - \$\$\$	GF, Grants	Ongoing
	Upgrade the McDowell Recharge Facility to provide public access and amenities	P&R	PW- Sustainability, DES - Engineering	\$\$\$	CIP, Grants	5+ years

Strategy	Action	Lead	Potential Partners	City Cost	Potential Funding Sources	Implementation to begin
Reduce Pollution	Continue to work with other valley cities, Maricopa Association of Governments, and Arizona Department of Air Quality to improve air quality in the region	DES - Traffic Engineering	PW - Sustainability	\$	CMAQ Funds	Ongoing
	Support cleanup and redevelopment of environmentally-challenged sites	PW - Sustainability	Economic Development	\$	Awarded EPA Brownfields Grant	0 – 2 years
	Continue to coordinate river cleanups, volunteer tree plantings, and other opportunities for community members to support environmental health	P&R and PW - Sustainability	Arizona Sustainability Alliance, Trees Matter, Unlimited Potential, Chispa Arizona, REI, Arizona Department of Game and Fish	\$	Donations and in-kind volunteer hours	Ongoing
Waste as a Resource						
Reduce	Provide education, resources, and tools to residents and businesses on ways to reduce waste	PW - Solid Waste	MPR, PW - Sustainability, local school districts	\$	EF	Ongoing
	Reduce waste within City operations, construction, and purchasing practices	Facilities, F&B, DES - CIP	PW - Sustainability, developers, construction companies	\$	GF, CIP	2 – 5 years
	Encourage reduction in construction waste	DES	MPR, builders, developers	\$	N/A	2 – 5 years
Reuse	Promote a “circular economy” where waste is reused as a resource, supporting local supply chains where possible	PW - Solid Waste	PW - Sustainability, MPR, Arizona Forward	\$	EF, GF	2 – 5 years
	Initiate innovative ways to cost-effectively compost organic waste	PW - Solid Waste	PW - Sustainability	\$ - \$\$	EF, Grants	0 – 2 years
	Investigate opportunities to capture biogas from wastewater treatment	PW - Utility Operations	ASU, Southwet Gas, consultant	\$	EF	0 – 2 years
Recycle	Develop bilingual programs to increase recycling and reduce contamination rates	PW - Solid Waste	MPR, local school districts	\$	EF	0 – 2 years
	Provide safe and easy ways for residents to dispose of household hazardous materials	PW - Solid Waste	Advanced Chemical Transport	\$	EF	Ongoing
	Ensure access to recycling for multi-family residential developments	DES - Planning	PW - Solid Waste, PW - Sustainability, property managers	\$ - \$\$	GF, EF	0 – 2 years
	Prioritize procuring products with recycled content	F&B - Procurement	PW - Sustainability, MPR	\$	GF	Ongoing
Fresh Food For All						
Grow Food Locally	Support community gardens, backyard gardens, and market gardens	PW - Sustainability	NFS, MPR, OPS - Code Compliance, Sustainability Commission, businesses, Local First Arizona, Maricopa County Food System Coalition	\$	GF, EF, Grants	0 – 2 years
	Grow the existing farmers market in Avondale	Business or Community Organization	MPR, local growers, artisans, P&R, PW - Sustainability, EDT	\$	GF, Grants	2 – 5 years
	Attract, grow, and retain sustainable agriculture businesses that provide food to the community	EDT and NFS	DES - Planning	\$	GF	Ongoing
	Create a community tool bank to increase access to gardening equipment & resources for residents	NFS	PW - Sustainability, local businesses, Local First Arizona, Maricopa County Food System Coalition, community organizations	\$	GF, Grants, Donations	2 – 5 years
	Support formation of an Urban Growers Network	Sun Produce Cooperative	Maricopa County Food System Coalition, local growers, community organizations, PW - Sustainability, EDT, cities	\$	GF, Grants	2 – 5 years
Improve Food Access	Mitigate food deserts by making sure all residents have access to affordable and healthy food	EDT and NFS	DES - Planning, community organizations, grocers	\$	GF	Ongoing
	Address root causes of food insecurity, such as poverty and transportation	NFS	PW, DES, EDT, nonprofits	\$\$ - \$\$\$	GF, CAP, CDBG, Regional Funding, Federal UZA Funds	Ongoing
	Divert excess food from grocers/restaurants to help feed those in need	Agua Fria Food Bank	Grocers, restaurants, nonprofits	\$	GF, Grants	Ongoing
	Integrate policies and land use planning that increase access to healthy food in the General Plan	DES - Planning	PW - Sustainability	\$	N/A	0 – 2 years

Strategy	Action	Lead	Potential Partners	City Cost	Potential Funding Sources	Implementation to begin
Provide Food Education	Partner with schools, agriculture businesses and nonprofits to expose students to healthy eating, sustainable food systems, and food technology careers	NFS	P&R, St. Mary’s Food Bank, Boys and Girls Club, Arizona Sustainability Alliance, businesses, schools	\$	N/A	Ongoing
	Partner with stakeholders to support and promote a Buy Local Food campaign with a focus on small businesses	EDT	PW - Sustainability, MPR, Southwest Chamber of Commerce	\$	GF	0 – 2 years
	Promote sustainable farming practices	To be determined	Farmers, universities, USDA, Local First Arizona, community organizations	\$	EF, Grants	5+ years
Green Economy						
Promote Sustainable Business Practices	Encourage Avondale businesses to implement sustainable practices and celebrate achievements through the Green Business Program	PW - Sustainability	EDT, MPR, businesses, SRP, APS	\$	GF, EF	Ongoing
	Provide resources, tools, and connections to help businesses overcome sustainability challenges	PW - Sustainability	EDT, MPR, businesses, ASU, SRP, APS	\$ - \$\$	GF, EF, Grants	0 – 2 years
Attract Green Industries	Attract, grow, and retain sustainable businesses and industries to invest in Avondale and create high-quality jobs	EDT	WESTMARC, Arizona Commerce Authority, Southwest Valley Chamber of Commerce, SRP, APS, PW - Sustainability	\$ - \$\$	GF	Ongoing
	Grow and promote ecotourism opportunities such as wildlife viewing, volunteer conservation projects, and outdoor recreation to generate revenue for local businesses and city services	EDT	MPR, PW - Sustainability, P&R, Arizona Office of Tourism, regional DMOs, Audubon Society, Arizona Department of Game and Fish, Maricopa County	\$	GF, Regional Funds (Prop 302)	Ongoing
Grow the Workforce	Partner with academic and industry experts and community organizations to provide workforce training for students, residents and workers to grow the skills needed and prepare for jobs in green career fields such as electric vehicles, energy efficiency, clean energy, and green technology	EDT	MPR, NFS, EMCC, ASU, local school districts, West-MEC, Arizona Sustainability Alliance	\$ - \$\$	GF	5+ years





CITY COUNCIL REPORT

SUBJECT: Resolution 1065-0922 Amended and Restated First Amendment to the Economic Development Agreement with MGN1 LLC.

MEETING DATE: 9/19/2022

TO: Mayor and Council

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

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

STRATEGIC PLAN:

Creative and Sustainable Community Development - The addition of the Avid hotel and restaurant/retail will add to the BLVD offerings and the goal of creating a sense of place for both our visitors and residents alike.

PURPOSE:

City Council will consider a request to adopt Resolution 1065-0922, approving an Amended and Restated First Amendment to the Economic Development Agreement with MGN1 LLC for certain development timing obligations pertaining to the MGN1 property and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

MGN1 LLC entered into an Economic Development Agreement with the City of Avondale on January 6, 2020 for the reimbursement of public improvements, building permit and plan fees in an amount not to exceed \$300,000. Section 8 of the agreement outlined a development plan with certain development rights and obligations of the MGN1 property. The applicant is requesting an extension to the timeline for completion of the project and to adjust completion deadlines accordingly.

DISCUSSION:

The MGN1 Amended and Restated First Amendment to the Economic Development Agreement requires the following development obligations to occur:

- Developer shall acquire all civil construction permits necessary to construct a hotel no later than September 22, 2022 and commence vertical construction of the project no later than January 5, 2023.
- The Project shall be completed, and a certificate of occupancy shall be obtained by the Developer no later than May 2, 2024.
- The Project shall consist of a Business Service Hotel and ancillary uses, the brands of which are satisfactory to the City.
- The Business Service Hotel must remain open and operational for a period of six (6) years following the date of issuance of a certificate of completion. Developer shall execute the Guaranty as set forth in Exhibit D providing for this operational commitment.

This new timeline provides development triggers to ensure forward movement on the project.

BUDGET IMPACT:

Reimbursement up to \$300,000 for public improvements, building permits and plan fees which were approved in the original January 6, 2020 Economic Development Agreement. This amount is already included in the budget for this purpose.

RECOMMENDATION:

Staff recommends approval of the Amended and Restated First Amendment to the Economic Development Agreement with MGN1 LLC.

Contact person for document distribution: Kenneth Chapa; Cheryl Covert

RESOLUTION NO. 1065-0922

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE AMENDED AND RESTATED FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT WITH MGN1 LLC.

WHEREAS, on March 7, 2022, the Mayor and Council of the City of Avondale (“City Council”) approved by Resolution No. 1016-0322, the First Amendment to the Economic Development Agreement with MGN1 LLC (the “First Amendment”); and

WHEREAS, the First Amendment was not executed by the City Council and MGN1 LLC; and

WHEREAS, the City Council and MGN1 LLC now desire to amend certain developments dates contained in the First Amendment.

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

SECTION 1. The Amended and Restated First Amendment to the Economic Development Agreement with MGN1 LLC (the “Amended and Restated First Amendment”) 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 First Amendment and its related documents 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,
September 6, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1065-0922

[Amended and Restated First Amendment]

See following pages.

AMENDED AND RESTATED FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT (the “First Amendment”) is entered into September 6, 2022 (the “Effective Date”) by and between the City of Avondale, an Arizona municipal corporation (the “City”) and MGN1 LLC, a Louisiana limited liability company (the “Developer”). The City and Developer are sometimes referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS

A. Developer and City are parties to that certain Development Agreement (the “Agreement”) dated January 6, 2020, and recorded on January 29, 2020, with the Maricopa County Recorder as recording number 20200079482.

B. Terms as defined in the Agreement and exhibits identified in the Agreement shall have the same meaning when referred to in this First Amendment.

C. The Parties desire to extend the timeline for completion of the Project and adjust completion deadlines accordingly.

D. The Parties understand and acknowledge that the Agreement, as amended by this First Amendment, is a “Development Agreement” within the meaning of and entered into pursuant to the terms of A.R.S. § 9-500.05. The terms of the Agreement, as amended, shall constitute covenants running with the Property as more fully described in the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the promises contained in this First Amendment and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

1. Accuracy of Recitals. The Parties hereby acknowledge the accuracy of the Recitals, which are incorporated herein by this reference.

2. Amendments to Agreement. The Agreement is hereby amended as follows:

(a) Section 8 of the Agreement is hereby deleted in its entirety and replaced as follows:

Development Plan. Certain development rights and obligations pertaining to the MGN1 Property are established by the existing zoning thereof by the City. The development of the MGN1 Property is expected to occur in response to real estate and capital market conditions as follows:

8.1. Developer shall acquire all civil construction permits necessary to construct a hotel no later than September 22, 2022 and commence vertical construction of the Project no later than January 5, 2023.

8.2. The Project shall be completed, and a certificate of occupancy shall be obtained by Developer no later than May 2, 2024.

8.3. The Project shall consist of a Business Service Hotel and ancillary uses, the brands of which are satisfactory to the City.

8.4. The Business Service Hotel must remain open and operational for a period of six (6) years following the date of issuance of a certificate of completion. Developer shall execute the Guaranty as set forth in Exhibit D providing for this operational commitment.

8.5. Nothing in this Agreement shall be taken as a promise by the City to rezone the MGN1 Property or amend the zoning and development standards existing on the MGN1 Property.

(b) Section 9.3.2 of the Agreement is hereby deleted in its entirety and replaced as follows:

9.3.2 If Developer fails to obtain a certificate of occupancy within the deadline set forth in 8.2, the total value of the incentive shall be reduced by two percent for each month the certificate of occupancy is delayed, up to a maximum of twenty-four percent. If Developer fails to obtain a certificate of occupancy from the City before May 2, 2025, the City is relieved from any obligation to pay any incentives.

3. Effect of Amendment. In all other respects, 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.

4. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this First Amendment and the Agreement, the documents shall govern in the order listed herein.

5. City Non-Default. By executing this First Amendment, the Developer 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 claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

6. Conflict of Interest. This First Amendment and the Agreement may be cancelled by the City pursuant to A.R.S. § 38-511.

7. Recording of Agreement. Within ten days after execution of this First Amendment by the City, such First Amendment shall be recorded in the Maricopa County Recorder's Office.

8. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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

[SIGNATURES ON FOLLOWING PAGES]

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Kenneth Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2022, before me personally appeared Kenneth Weise, the Mayor 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 he claims to be, and acknowledged that he signed the above document, 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”

MGN1 LLC,
a Louisiana limited liability company

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2022, before me personally appeared _____
_____, the _____ of MGN1 LLC, a Louisiana 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 they signed the above document on behalf
of the company.

Notary Public in and for the State of _____

(Affix notary seal here)

CITY COUNCIL REPORT

SUBJECT: Resolution 1066-0922 - Approving the Development Agreement with Alta Avondale LLC

MEETING DATE: 9/19/2022

TO: Mayor and Council

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

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

STRATEGIC PLAN:

Creative and Sustainable Community Development - This additional housing product will add to the City's offerings and unique attributes in the BLVD, creating a sense of place for residents.

PURPOSE:

City Council will consider a request to adopt Resolution 1066-0922, approving the Development Agreement with Alta Avondale LLC and authorizing the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Alta Avondale LLC had entered into a contract and opened escrow to purchase from the City approximately 12.99 acres of real property located within the City on West Van Buren Street east of Avondale Boulevard. In October of 2020, and pursuant to The BLVD Specific Plan unanimously adopted by the Avondale City Council on September 9, 2019, the City, through its retained broker, began marketing the property for sale and development. In December of 2020, the Developer submitted a Letter of Intent proposing to purchase and develop the Property, and the City selected Developer as the top-ranked firm for the acquisition and development of the Property.

DISCUSSION:

The Purchase and Sale Agreement was executed on May 27th, 2021. The execution of this Agreement is a condition required before the closing of the transaction by which Developer will purchase the Property from the City. As a condition precedent to closing the transaction documented in PSA, Developer shall have entered into this Agreement which requires, inter alia, Developer to apply for and obtain all Project Entitlements related to the Property and Developer's intended use. Developer intends to develop, own and operate a multifamily residential project with parking and related amenities on the property.

Approving this Development Agreement allows the City to enforce all development timelines that were outlined in the Purchase and Sale Agreement on May 27th, 2021. This is required for all transactions in the BLVD.

BUDGET IMPACT:

The transaction closed on August 28th and the City received \$6,790,000 in one-time revenue. The developer

agreement contains a multi-use path that will require future council action.

RECOMMENDATION:

Staff recommends Approval for the Development Agreement between the City of Avondale and Alta Avondale LLC.

Contact person for document distribution: Kenneth Chapa; Cheryl Covert

RESOLUTION NO. 1066-0922

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, APPROVING A DEVELOPMENT AGREEMENT WITH ALTA
AVONDALE, LLC.

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

SECTION 1. The Development Agreement with ALTA AVONDALE, 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,
September 19, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1066-0922

[Agreement]

See following pages.

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amine

NCS 1070232

When recorded, return to:

City Clerk
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6804

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into August 25, 2022 (the "Effective Date"), by and between the City of Avondale, an Arizona municipal corporation (the "City") and Alta Avondale, LLC, a Delaware limited liability company or its permitted assigns ("Developer").

RECITALS:

A. Developer had entered into a contract and opened escrow to purchase from the City approximately 12.99 acres of real property located within the City on West Van Buren Street east of Avondale Boulevard, as more particularly described and depicted in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Property").

B. In October of 2020, and pursuant to The BLVD Specific Plan unanimously adopted by the Avondale City Council on September 9, 2019, the City, through its retained broker, began marketing the Property for sale and development. In December of 2020, Developer submitted a Letter of Intent proposing to purchase and develop the Property, and the City selected Developer as the top-ranked firm for the acquisition and development of the Property.

C. The execution of this Agreement is a condition required before the closing of the transaction by which Developer will purchase the Property from the City, and this Agreement is an Exhibit to the Purchase and Sale Agreement between the City of Avondale and Developer (as assignee-in-interest of WP West Acquisitions, L.L.C.) (the "PSA"). As a condition precedent to closing the transaction documented in PSA, Developer shall have entered into this Agreement which requires, *inter alia*, Developer to (a) apply for and obtain all Project Entitlements related to the Property and Developer's intended Use in compliance with certain Milestones; and (b) design and construct certain improvements on the Property, in accordance with a specific schedule, and as further described and defined in this Agreement (collectively, "Developer's Commitments").

D. The Property is currently zoned BLVDD (the "Zoning") and is located within the Park Avenue District, as described in The BLVD Specific Plan (the "BLVD SP"). The Property is subject to the requirements of the BLVD SP which encourages the development of a vibrant, mixed-use destination neighborhood. In furtherance of the BLVD SP, Developer intends to develop, own and operate a multifamily residential project with parking and related amenities on the Property ("Developer's Intended Use").

E. The City acknowledges that the development of the Property for Developer's Intended Use is appropriate and that such development will further the City's vision and objectives for the development of the Property, which is located in one of the City's core planning areas. The City also believes that the development of the Property for the Developer's Intended Use will generate substantial monetary and non-monetary benefits for the City, including, without limitation, by, among other things: (1) providing for planned and orderly development of the Property consistent with the City's General Plan ("General Plan"), the Zoning and the BLVD SP; (2) increasing tax revenues to the City arising from or relating to the improvements to be constructed on the Property; (3) creating new jobs and otherwise enhancing the economic welfare of the residents of the City; (4) providing a new multifamily residential project in the City's downtown; and (5) otherwise advancing the City's goals and the goals of the BLVD SP.

F. As a condition of, and concurrent with, development of the Property, and subject to the other terms and conditions of this Agreement, Developer has agreed to advance or otherwise cause to be provided all funds required for, and otherwise to finance the construction and completion of all improvements necessary and desired for Developer's Intended Use, subject to and in accordance with the term of this Agreement, and to fulfill all of Developer's Commitments set forth herein.

G. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of ARIZ. REV. STAT. § 9-500.05. 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 this reference, the representations and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Purpose; Definitions

1.1 Purpose. The purpose of this Agreement is to provide for the development of the Property in accordance with Developer's Intended Use, the Avondale City Code, the General Plan, the BLVD SP, and the Zoning; to provide for the private improvements on the Property to be designed and constructed by Developer; and to describe and document the Developer's Commitments.

1.2 Definitions.

1.2.1 "Agreement" has the meaning set forth in the Preamble.

1.2.2 "Applicable Laws" has the meaning set forth in Section 2.2.1.

1.2.3 "AZO" has the meaning set forth in Section 2.1.1.

1.2.4 "BLVD SP" has the meaning set forth in Recital D.

- 1.2.5 “Buyback Price” has the meaning set forth in Section 5.1.
- 1.2.6 “City” has the meaning set forth in the Preamble.
- 1.2.7 “Commence Construction” has the meaning set forth in Section 3.4.
- 1.2.8 “Cure Period” has the meaning set forth in Section 5.2.
- 1.2.9 “Developer” has the meaning set forth in the Preamble.
- 1.2.10 “Developer’s Commitments” has the meaning set forth in Recital C.
- 1.2.11 “Effective Date” has the meaning set forth in the Preamble.
- 1.2.12 “Escrow Opening Date” has the meaning set forth in Section 3.1.1.
- 1.2.13 “Feasibility Period” has the meaning set forth in Section 3.1.1.
- 1.2.14 “Fee” has the meaning set forth in Section 2.2.2.
- 1.2.15 “First Development Plan Submission” has the meaning set forth in Section 3.1.2.
- 1.2.16 “Force Majeure Event” has the meaning set forth in Section 6.22.
- 1.2.17 “General Plan” has the meaning set forth in Recital D.
- 1.2.18 “Hazardous Substances” has the meaning set forth in Section 3.2.
- 1.2.19 “Milestones” has the meaning set forth in Section 3.1.
- 1.2.20 “Project Entitlements” has the meaning set forth in Section 3.1.
- 1.2.21 “Property” has the meaning set forth in Recital A.
- 1.2.22 “PSA” has the meaning set forth in Recital C.
- 1.2.23 “Subdivision Regulations” has the meaning set forth in Section 2.1.1.
- 1.2.24 “Term” has the meaning set forth in Section 2.3.
- 1.2.25 “Zoning” has the meaning set forth in Recital D.

2. Zoning and Development Plan; Development Regulation; Term

2.1 Zoning and Development Plan

2.1.1 Development Plan and Final Plat. The Zoning on the Property requires that Developer will submit an application for and obtain approval for, as part of the Project Entitlements, both a development plan, as defined and described in Section 501(D)(3) of the Avondale Zoning Ordinance (“AZO”) and a final plat in compliance with Chapter 19, Article VI – Subdivision Regulations, of the Avondale City Code (“Subdivision Regulations”), and in connection with development of the Property for Developer’s Intended Use.

2.1.2 Approval Process. The Developer will cooperate reasonably in processing the approval or issuance of any permits, plans, specifications, plats or other development approvals required by Developer in connection with the development of the Property for Developer’s Intended Use.

2.1.3 Vesting. At all times that Developer is not in default of this Agreement beyond any applicable period of notice and cure, Developer is permitted to develop the Property in accordance with this Agreement, the approved Project Entitlements and all Applicable Laws.

2.2 Development Regulation

2.2.1 Applicable Laws. For purposes of this Agreement, the term “Applicable Laws” means the federal, state, county and local laws, ordinances, rules, regulations, permit requirements, and other requirements and official policies of the City, as they may be amended from time to time, which apply to the development of the Property as of the date of any application or submission.

2.2.2 Permit and Other Fees. Building permit, inspection, development and other similar fees for the development of the Property (each a “Fee”) will be those in effect at the time of any application or submission.

2.3 Term And Effective Date. This Agreement shall become effective upon the Effective Date and shall remain in full force and effect for a period of five (5) years from the Effective Date (the “Term”), after which time this Agreement shall automatically terminate as to the Property without the necessity of any notice, agreement, or recording by or between the parties, except for those specific provisions herein which shall survive termination of this Agreement.

3. Developer’s Commitments

3.1 Project Entitlements. At or before the closing of the transaction documented in the PSA, Developer shall have obtained the issuance of all final, unappealable approvals and entitlements, including, without limitation, rezoning, site plan approval, any plats, any necessary variances and other items required by all applicable governmental or quasi-governmental

authorities or agencies, with all appeal periods having expired and with no appeals having been filed or if filed then resolved in favor of the issuance of the Project Entitlements, in order to allow development of the Property for Developer's Intended Use, (collectively, the "Project Entitlements") and in accordance with the following development milestone dates (the "Milestones"):

3.1.1 For ninety (90) days after the date that the escrow agent receives a fully-executed PSA (the "Escrow Opening Date"), Developer will be inspecting and evaluating the Property for purchase (the "Feasibility Period"). Within forty-five (45) days after the expiration of the Feasibility Period, Developer shall submit an application and all required materials for a pre-application meeting, on a standard City application form, all as described in Section 104 of the AZO.

3.1.2 Within forty-five (45) days after Developer's pre-application meeting with the City, Developer shall submit a development plan compliant with Section 501(D)(3) of the AZO (the "First Development Plan Submission").

3.1.3 Within forty-five (45) days after the First Development Plan Submission, and concurrent with the submission of Developer's responses to the City's comments on the First Development Plan Submission, Developer shall submit an application and all other required materials for a final plat on the standard City application form, and in compliance with all of the applicable requirements of the Subdivision Regulations.

Notwithstanding anything to the contrary contained herein, Developer shall not be required to obtain any grading or building permit prior to the closing of the transaction documented in the PSA.

3.2 Environmental. Developer, at Developer's sole cost and expense, and in compliance with all Applicable Laws, will undertake and complete all required removal and remediation of Hazardous Materials from the Property prior to the commencement of vertical construction on the Property. The term "Hazardous Substances" shall mean hazardous wastes, hazardous substances, toxic substances or hazardous materials, infectious or medical waste, radioactive waste or sewer sludges, as such terms are defined in the Resource Conservation and Recovery Act, as amended in quantities that exceed any state or federal remediation levels; the Comprehensive Environmental Response, Compensation and Liability Act, as amended; the Toxic Substances Control Act, as amended; the Clean Air Act, as amended; the Clean Water Act, as amended; the Safe Drinking Water Act, as amended; and similar state, county and local laws, ordinances and regulations, except for pesticides and other chemicals that may have been used in the ordinary course of farming operations.

3.3 Demolition of Existing Improvements. Developer, at Developer's sole cost and expense, and in compliance with all Applicable Laws, will demolish and remove all existing improvements and other materials or chattel from the Property, to the extent necessary to develop the Property for Developer's Intended Use, prior to the Commencement of Construction.

3.4 Construction of Improvements. On or before the date that is two hundred ten (210) days after the closing of the transaction documented in the PSA, and subject to delays

caused by any Force Majeure Event, Developer will Commence Construction of the improvements necessary to develop the Property for Developer's Intended Use. The term "Commence Construction" means both (1) obtaining of permits by Developer that are required to begin constructing improvements on the Property, and (2) the actual commencement of grading and/or site work on the Property. Developer agrees to design and construct all improvements on the Property in compliance with the AZO, the Subdivision Regulations, and all other applicable provisions of the Avondale City Code, including, but not limited to the provisions that require Developer to meet certain design standards and concepts and the provisions that require the payment of development impact fees.

3.5 Public Infrastructure Improvements.

3.5.1 Construction. Developer, at Developer's sole cost and expense, and in compliance with Applicable Laws and the Avondale City Code, will design, construct and dedicate all public and offsite improvements required by the Avondale City Code, including, without limitation, the study and construction of all roads and roadway and sidewalk improvements for the north half of Van Buren Street adjacent to the Property.

3.5.2 Dedication of Real Property. Upon not fewer than sixty (60) days advance request by the City, Developer will dedicate to the City a forty foot (40') wide strip commencing on the northern boundary of the Property and running parallel to the northern boundary of the Property for a multi-use path. The City will construct or cause to be constructed the multi-use path and the City shall be responsible for landscaping and lighting within such forty foot (40') wide strip. Developer will make such dedication without the payment of additional consideration by the City.

3.5.3 In addition to Developer's dedication pursuant to Section 3.5.2 above, Developer will dedicate eight-foot public utility easements at locations on the Property specified by the City and that do not interfere with the planned or actual location of Developer's improvements on the Property upon the City's request, and dedicate utility easements to the Salt River Project, as needed.

3.6 Design Features. In addition to developing the Property in full compliance with the Applicable Laws and the BLVD SP, Developer will incorporate the following specific design features into the construction of the improvements on the Property for Developer's Intended Use:

3.6.1 Developer will not construct or install any type of opaque or solid wall or fence higher than thirty-six inches (36") around the perimeter or any portion of the perimeter of the Property, except as may be required by utility providers to protect the facilities of any such utility provider.

3.6.2 Intentionally Deleted.

3.6.3 Developer will ensure that the existing multi-use path adjacent to the Property on the north is incorporated into the design of the improvements constructed on the Property so that the multi-use path is usable by the public.

3.6.4 Developer will provide for high-quality landscaping, screening and transitions between the Property and the adjacent properties that incorporates design and materials reasonably acceptable to the City.

3.7 Waiver of Claims for Diminished Value. Developer agrees and understands that the City is entering into this Agreement in good faith and with the understanding that, if it acts consistently with the terms and conditions herein, it will not be subject to a claim for diminished value of the Property from the Developer or other parties having an interest in the Property. Developer, on behalf of itself and all other parties having an interest in the Property, intends to encumber the Property with the following agreements and waivers. Developer agrees and consents to all the conditions imposed by this Agreement, and the City's acceptance, evaluation and decisions concerning Developer's development plan for the Property (and any other decisions related to the zoning or subdivision of the Property), and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action the Developer may have now or in the future under the provisions of ARIZ. REV. STAT. § 12-1134 *et seq.* (but specifically excluding any provisions included therein relating to eminent domain) and resulting from the development of the Property consistent with this Agreement, or from any "land use law" (as such term is defined in the aforementioned statute sections) permitted by this Agreement to be enacted, adopted or applied by the City now or hereafter. Developer acknowledges and agrees that the terms and conditions set forth in this Agreement, and any other decisions related to the zoning or subdivision of the Property, consistent with the provisions of this Agreement, cause an increase in the fair market value of the Property.

4. Representations and Warranties

4.1 City Representations. The City represents and warrants to the Developer that:

4.1.1 Authority. The City has the full right, power and authorization to enter into and perform this Agreement and each of City's obligations and undertakings under this Agreement, and the City's execution, delivery and performance of this Agreement have been agreed to and duly authorized.

4.1.2 Counsel Assistance. The City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

4.2 Developer Representations. Developer represents and warrants to the City that:

4.2.1 Authority. Developer has the full right, power, and authorization to enter into and perform this Agreement and each of Developer's obligations and undertakings under this Agreement, and Developer's execution, delivery, and performance of this Agreement have been agreed to and duly authorized.

4.2.2 Approvals. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery, and performance.

4.2.3 Further Documents. Developer will execute and acknowledge when appropriate all reasonable documents and instruments and take all actions reasonably necessary to implement, evidence and enforce this Agreement.

4.2.4 No Litigation. As of the date of this Agreement, to the actual knowledge of the Developer, without investigation, there is no litigation, proceeding, or investigation pending or threatened against or affecting Developer, which could have a material adverse effect on Developer's performance under this Agreement, which has not been disclosed in writing to the City.

4.2.5 Binding Effect. This Agreement (and each undertaking of the Developer contained herein) constitutes a valid, binding, and enforceable obligation of Developer, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.

4.2.6. No Conflicts. The execution, delivery, and performance of this Agreement by the Developer is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which the Developer is a party or to which the Developer is otherwise subject.

4.2.7 Counsel Assistance. Developer has either been assisted by counsel in connection with the preparation and execution of this Agreement or have chosen to forego such legal representation despite a recommendation from the City that the Developer seek advice from legal counsel.

5. Default

5.1 City's Remedies for Developer's Breach for Failure to Commence Construction. Developer's Commitments include the obligation to Commence Construction within two hundred ten (210) days after the closing of the transaction documented in the PSA, subject to delays caused by Force Majeure Events. If Developer does not meet the deadline to Commence Construction, then the City shall give Developer and the escrow agent identified in the PSA written notice within three (3) days of such failure. Within sixty (60) days after delivery of such notice, (i) the City will deposit with the escrow agent the then current value of the Property as determined by an appraisal made by an independent appraiser of the City's choosing plus the costs incurred by Developer in connection with the design of the Property (collectively, the "Buyback Price") and (ii) Developer will deposit with Escrow Agent a deed conveying title to the Property to The City. If Developer Commences Construction prior to delivery of the Buyback Price to Developer and the deed to Developer, the provisions of this Section 6.1.1 shall be deemed void and inapplicable.

5.2 Developer's Remedies; City's Remedies for Developer's Other Breach of this Agreement. Failure or unreasonable delay by either party 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 thirty (30) days after written notice thereof from the other party, shall constitute a default under this Agreement; provided, however, that if the failure is such that

more than thirty (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, unless otherwise agreed to, in writing, by the parties. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event a breach is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies which may be available under law or equity, including without limitation the right to (A) specifically enforce any term or provision of this Agreement or (B) institute an action for damages. The Cure Period set forth in this Section 5.2 shall not apply to Developer's breach for failure to Commence Construction.

6. General Provisions

6.1 Further Instruments. Each party, promptly upon the request of the other, shall execute, acknowledge and deliver to the other any and all further instruments as may be necessary or proper to carry out the purpose and intent of this Agreement.

6.2 Assignment. Developer may assign this Agreement only upon first receiving writing approval of the City, which consent shall not be unreasonably withheld; provided, however, that Developer shall have the right to assign this Agreement in whole or in part or any rights hereunder, without the City's consent, to a special purpose entity affiliated with Developer and in which the ultimate principals of Developer hold a financial or management interest. If such an assignment is made, the sale made pursuant to this Agreement shall be consummated in the name of such assignee, which shall succeed to all of the rights, obligations and liabilities of Developer hereunder.

6.2 Successors and Assigns. Except as otherwise provided herein, this Agreement and all the terms and provisions hereof shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.

6.3 Entire Agreement. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral understandings or agreements between the parties.

6.4 Modification of Agreement. No modification of this Agreement shall be effective unless in writing and signed by the parties hereto.

6.5 Waiver. The waiver of a breach of any term or condition of this Agreement may be made only in writing and shall not be deemed to constitute a waiver of subsequent breach of such term or condition, or a waiver of a breach or subsequent breach of any other term or condition.

6.6 Survival. Subject to any specific limitations on survival contained herein, representations and warranties made in this Agreement shall survive the termination of this Agreement.

6.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement.

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

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

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

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

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: (623) 333-0100
Attn: Cherlene Penilla, Acting City Manager
Email: Cpenilla@avondaleaz.gov

and a copy to: City of Avondale
Office of the City Attorney
11465 West Civic Center Drive
Avondale, Arizona 85323
Email: CAOfilings@avondaleaz.gov

If to Developer: c/o Wood Partners
8777 E. Via De Ventura
Suite 201
Scottsdale, Arizona 85258
Attention: Clay Richardson
Telephone: 480-567-0520
Email: clay.richardson@woodpartners.com

With copies to: Wood Partners
 8777 E. Via De Ventura
 Suite 201
 Scottsdale, Arizona 85258
 Attention: Todd Taylor
 Telephone: 480-567-0069
 Email: tht@woodpartners.com

Wood Partners
 398 W. Morse Blvd, Suite 202
 Winter Park, Florida 32789
 Attention: Sean Reynolds
 Telephone: 407-982-2517
 Email: sean.reynolds@woodpartners.com

Morris, Manning & Martin, LLP
 1600 Atlanta Financial Center
 3343 Peachtree Road, N.E.
 Atlanta, Georgia 30326
 Attention: Matt Sours
 Telephone: 404-504-7712
 Email: mjs@mmmlaw.com

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, registered or certified, properly addressed, with sufficient postage, (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (4) when received by email transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

6.12 Governing Law and Venue. This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Arizona. Any action at law or judicial proceeding instituted by any party relating to this Agreement shall be instituted in the state or federal courts located in Maricopa County, Arizona.

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

6.14 Time of the Essence. All dates and times for performance set forth in this Agreement are of the essence.

6.15 Severability. If any provision or provisions of this Agreement, or the application thereof to any person or circumstance be determined to be invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

6.16 Time Periods. If the time for the performance of any obligation under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

6.17 Disclosure. This Agreement may be disclosed to any board, official, officer, party or person as Developer or its counsel may determine is necessary, including entry into any public record and disclosure at any public meeting or hearing.

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

6.19 Cancellation. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

6.20 Moratorium. There shall be no moratorium in effect that prevents or materially delays Developer's development of the Property for Developer's Intended Use.

6.21 Force Majeure. If either party is unable to timely fulfill its obligations or satisfy any condition under this Agreement due to the occurrence of a Force Majeure Event, then the period for such performance, satisfaction, or other action shall be extended for a period equal to the period of delay or prevention resulting therefrom, not to exceed sixty (60) days, if the party unable to fulfill its obligations provides a written notice to the other party once the impact of such Force Majeure Event becomes apparent. For the avoidance of doubt, the extension option set forth in this Section is in addition to and not in lieu of any other extension options set forth in this Agreement. For purposes of this Agreement, a "Force Majeure Event" shall mean Acts of God, extreme weather conditions, strikes, lockout, war, civil disorder, governmental acts or orders, moratorium, or similar governmental restrictions, terrorist acts, governmental closures, national or regional emergencies, or contagious illness, communicable disease, or epidemics or pandemics, including without limitation, any related quarantine, travel restrictions or embargoes, whether voluntary or mandatory, and other events or circumstances which are beyond the reasonable control of the parties.

6.22 Indemnity. Developer will pay, defend, indemnify and hold harmless the City and its City Council members, officers and employees from and against all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits (including attorneys' fees, experts' fees and court costs associated) which arise from or relate in

any way to any act or omission by Developer, or its officers, directors, principals, employees, agents, contractors, subcontractors or representatives, undertaken in violation of Developer's obligations under this Agreement. The provisions of this Section 6.22, however, will not apply to loss or damage or claims therefore which are attributable to acts or omissions of the City, its City Council members, officers, agents and/or employees. The obligations of Developer under this Section 6.22 survive the expiration or earlier termination of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

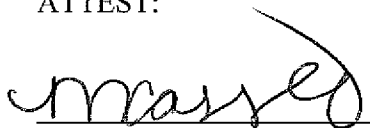
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above. Signed on August 4, 2022, made effective as of August 25, 2022.

CITY:

CITY OF AVONDALE, an Arizona
Municipal Corporation

By: 
Cherlene Penilla, Acting City Manager

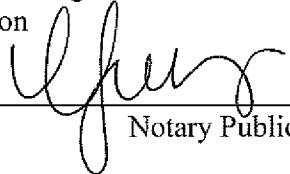
ATTEST:


Marcella Carrillo, City Clerk

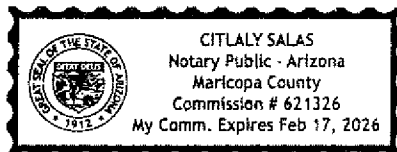


STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 4th day of August, 2022, by Cherlene Penilla, the duly acting and elected Acting City Manager of the City of Avondale, an Arizona municipal corporation


Notary Public

My Commission Expires:



DEVELOPER:

ALTA AVONDALE, LLC, a Delaware
limited liability company

By: WS Avondale, LLC, a Delaware limited
liability company

By: WP Arizona, LLC, a Delaware limited
liability company

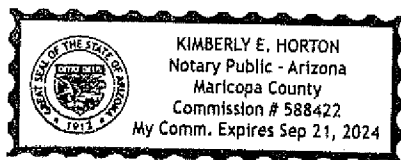
By: _____
Name: Clay Richardson
Its: Vice President

Date: _____

STATE OF ARIZONA §
 §
COUNTY OF MARICOPA §

THIS INSTRUMENT was acknowledged before me on this 16th day of August, 2022, by Clay Richardson, Vice President of WP Arizona, LLC, a Delaware limited liability company, the manager of WS Avondale, LLC, a Delaware limited liability company, the manager of Alta Avondale, LLC, a Delaware limited liability company, on behalf of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Public in and for the State of Arizona

Kimberly E. Horton
Printed Name of Notary Public
My Commission Expires: 9/21/24

[SEAL]

EXHIBIT A

Developer's Property

LOT 1, FINAL PLAT FOR PARK AVENUE EAST AT THE BLVD, ACCORDING TO THE
PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, MARICOPA
COUNTY ARIZONA RECORDED IN BOOK 1563 OF MAPS, PAGE 42.

CITY COUNCIL REPORT

SUBJECT: Resolution 1067-0922 - Glendale Community College Law Enforcement Training Academy ("Academy")

MEETING DATE: 9/19/2022

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police (623) 333-7203

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 - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.

Public Safety

PURPOSE:

City Council will consider a request to adopt Resolution 1067-0922 authorizing an Educational Services Agreement with Maricopa County Community College District to participate in the Glendale Community College Law Enforcement Training Academy ("Academy") for the training of new police recruits and authorizing the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Avondale Police recruits are required to attend an Arizona Police Officers Standards and Training Certified Academy. In early 2022, the West Valley Chiefs determined there was a need for an additional new recruit training academy in the West Valley to accommodate the limited number of academy training slots at other academies which have been used in the past. The West Valley Chiefs, including El Mirage, Buckeye, Glendale, Goodyear, Peoria, Surprise, Wickenburg, and Tolleson, have committed to partnering with the Maricopa Community College District to offer an academy hosted at the Glendale Regional Public Safety Training Center ("GRPSTC"). The Academy is scheduled to hold two classes per fiscal year, beginning September 26, 2022. Glendale Community College will administer and coordinate the associated educational services.

DISCUSSION:

The proposed educational services agreement establishes a process for the police department to send newly hired recruits to the Academy at GRPSTC. The Academy curriculum will comply with Arizona Police Officer Training Standards. The availability of these additional Academy training slots will provide the Avondale Police more options to fill vacancies in a timelier manner.

Glendale Community College will administer the agreement and will be responsible for registering new recruits as students for the academy courses. Each West Valley police agency will provide instructors to facilitate Academy courses, including Avondale Police Department. Glendale Community College will also allocate college credits for recruits who successfully complete Academy courses.

BUDGET IMPACT:

The Avondale Police Department would pay the Maricopa County Community College the current tuition fee, which for in-county tuition fee is \$3,400.00 and registration fees, which is \$280.00 for an initial total cost of \$3,680.00. Since Avondale will provide instructors for the Academy, the Community College will reimburse the City the tuition fees paid per recruit. So, the City's net cost will be \$280.00 per recruit.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing an Educational Services Agreement with Maricopa County Community College District to participate in the Glendale Community College Law Enforcement Training Academy for the training of new police recruits.

Contact person for document distribution: Memo Espinoza, Chief Of Police, Jonathon Martin, Asst. Chief of Police

RESOLUTION NO. 1067-0922

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY COLLEGE DISTRICT FOR EDUCATIONAL SERVICES FOR LAW ENFORCEMENT TRAINING.

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

SECTION 1. The Intergovernmental Agreement with the Maricopa County College District for educational services for law enforcement training (the “Educational Services 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, September 19, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1067-0922

[Agreement]

See following pages.



MARICOPA
COMMUNITY COLLEGES

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

2411 West 14th Street, Tempe, AZ 85281-6942

EDUCATIONAL SERVICES AGREEMENT

Credit Courses (Wash and Non-Wash)

This Educational Services Agreement for Credit Courses (Wash and Non-Wash) (“Agreement”) is between Maricopa County Community College District (“MCCCD”), a political subdivision of the State of Arizona for **GLENDALE COMMUNITY COLLEGE, PUBLIC SAFETY SCIENCES** (“College”), and **CITY OF AVONDALE, ARIZONA, FOR AND ON BEHALF OF THE AVONDALE POLICE DEPARTMENT** (“Contractor” or “City”), an Arizona municipal, located at **11465 W Civic Center Dr, Avondale, AZ 85323**, for the provision of certain educational services within the State of Arizona.

BACKGROUND

- A.** Contractor is a business or non-profit organization whose primary business is described as follows: **Municipal Law Enforcement**. As part of its business, but not as its primary business, Contractor provides training. Contractor wishes to teach some of College’s courses to its:

☒ Employees ☐ Members¹ ☐ Non-Members² ☐ Apprentices³

- B.** Contractor and College desire to enter into a mutually beneficial agreement for the delivery of some of College’s credit courses (“Courses”). College will provide those who successfully complete the Courses (“Students”) with college credit under the terms specified in this Agreement.

AGREEMENT

The parties agree as follows:

- 1. Duration.** This Agreement will be effective on the date that authorized representatives of both parties have signed it, and will expire on **September 1, 2024** unless terminated under Paragraph 5, or renewed through a written amendment issued pursuant to Paragraph 12.
- 2. Contractor Responsibilities. [Check only one option.]**
 - 2.1. ☐ Option A: College will provide instructors for the Courses. (If College pays Contractor employees directly as MCCCD employees to teach the Courses, then this is the appropriate option to check.)
 - ☒ Option B: Contractor will provide instructors for the Courses. The instructors directly teaching in the classroom will at all times during this Agreement meet the standards established by MCCCD for its faculty teaching the same curriculum. Instructors as well as Contractor staff who have access to the Students’ educational records as defined in Paragraph 2.4 or to MCCCD’s technology systems as specified in Paragraph 3.3 will be considered Persons of Interest under MCCCD’s security and privacy administrative regulations.⁴ Instructors under this option will not be considered adjunct faculty for the College, and will not be entitled to any of the financial benefits to which adjunct faculty are entitled. However, instructors may participate in training and other activities that College provides for its adjunct faculty-employees. An instructor’s participation in these activities will not alter his or her status as an employee of the Contractor or the coverage of Contractor’s Worker’s Compensation

¹ See limitation in Paragraph 4.3.1.

² See limitation in Paragraph 4.3.1.

³ Apprenticeship programs are limited to GateWay Community College.

⁴ See Administrative Regulations 4.22 through 4.24 at: <https://district.maricopa.edu/regulations/admin-regs/section-4>

insurance coverage for these activities of the instructor. Instructional services under this Agreement will be referred to as "Instructional Services."

- 2.2. ☐ Option A: Contractor will locate the site for the Courses in facilities that are appropriate to the needs of specific programs and the College's standards.
- ☒ Option B: The Courses will be taught by the party identified in Paragraph 2.1 at College's facilities.
- 2.3. College will be responsible for registering students for the Courses.
- 2.4. If Contractor is teaching the Courses, the federal Family Educational Rights and Privacy Act of 1974 as amended ("FERPA"), applies and Contractor is required to comply with it in all respects concerning the Students in the Courses. Contractor will not provide Student roster lists, or any Student educational records such as grades and Social Security numbers, about those Students to any person unless the Student expressly authorizes MCCCDC or the College to disclose such information. Contractor will promptly notify MCCCDC at protectprivacy@maricopa.edu if it has reason to believe that an unauthorized disclosure of Students' educational records has occurred. Contractor acknowledges that MCCCDC must designate it as an "other school official" under FERPA. Contractor will limit its employees' access to the records to those persons for whom access is essential to the performance of this Agreement. In accordance with the FERPA, Contractor will safeguard those records from improper disclosure. Furthermore, Contractor will not disclose those records without the prior written authorization of the Student and/or the parent of a Student who is a minor permitting MCCCDC and Contractor to release the information according to the authorization.
- 2.5. If Contractor is teaching the Courses, Contractor will advise each instructor, before teaching any Course covered by this Agreement, about the requirements of this Agreement, and particularly those set forth in Paragraph 2.4.
- 2.6. If Contractor is teaching the Courses, its instructors will grade Students according to standards and policies of MCCCDC and College.

3. Evaluation of Curriculum and Instructional Services.

- 3.1. College will re-evaluate Contractor's curriculum and, if applicable, Instructional Services on an ongoing basis to assure that they each meet the criteria for receiving College credit. For purposes of accreditation, all curriculum and Instructional Services are under the control of College.
- 3.2. If Contractor is teaching the Courses, College has designated a person at the College to be the contact person. That person is: **GENEA STEPHENS**
- 3.3. If Contractor is teaching the Courses, College will provide Contractor instructors and Contractor staff, as appropriate, with MCCCDC enterprise identification and Student Information System numbers so that they may access the Faculty Center of MCCCDC's Student Information System for the limited purposes of inputting student grades, withdrawals, or incompletes. Contractor instructors will not have access to any other student education record or other Confidential Information, as defined in Paragraph 17.
- 3.4. Contractor instructors or staff ☐ will ☒ will not have access to MCCCDC's technology systems beyond that described in Paragraph 3.3. If those persons will have greater access than that described in Paragraph 3.3, they or the Contractor may be required to sign a security and privacy amendment to this Agreement. Please describe the access that they will have: N/A
- 3.5. Contractor's Instructional Services may not be subcontracted.

4. Billing for Tuition, Facilities and Instructional Services.

- 4.1. **Applicable Tuition and Fee Charges.** For each Student enrolled in a Course, College will charge all tuition and applicable fees according to MCCCDC's current approved Tuition and Fee Schedule. The

tuition and fee schedule is subject to change annually on July 1 of each year. Contractor may not require Students to pay Contractor any additional amounts for tuition and fees other than those noted on MCCCDC's current approved Tuition and Fee Schedule. The tuition and fees payable are:

- 4.1.1. Tuition for each Course based on enrollment at the appropriate current tuition rate, determined by residency, per semester hour;
- 4.1.2. A registration fee;
- 4.1.3. Course fees as appropriate; and
- 4.1.4. Book fees as appropriate.

4.2 **Payments Between the Parties. [Check only one option.]**

☒ Option A (Funds Exchanged): Contractor or Student will pay all appropriate tuition and fees to College.

If applicable, College will pay Contractor the amount equal to tuition fees NOT including lab fees and enrollment fees for providing the following services, which includes Instructional Services (collectively, "Services"): Instructional Services and usage fees for necessary equipment, including vehicles.

If applicable, Contractor will invoice College and College will pay for the use of Contractor's facilities for the Courses as follows: NA.

☐ Option B (No Funds Exchanged): College will invoice Contractor for the appropriate in-state or out-of-state tuition rate. Contractor will invoice College for each Course for facilities rental and Services. The amount invoiced by the Contractor will equal the amount of the appropriate in-state tuition rate and fees for that course. **Contractor or Student will pay College for any out-of-state tuition where applicable.**

4.3 **Additional Charges of Contractor.**

4.3.1 If Contractor is a non-profit membership organization offering the Courses under this Agreement primarily to its members, it may offer the Courses to non-members and charge an additional reasonable administrative fee to those non-member students so long as most of the students in the Courses under this Agreement continue to be employees or its members. MCCCDC is required to specify this limitation in this Agreement due to legal requirements relating to its statutory authorization.

4.3.2 In addition to tuition and fees, Contractor may purchase books and supplies for the Students in the Courses and include the cost of those items as a charge to the Students.

5. **Termination.**

- 5.1. Either party may terminate this Agreement by giving a 30-day written notice of intent to terminate to the other party. Termination will not be effective until all the Courses in process on the date the notice is given have been completed.
- 5.2. MCCCDC, College, and the Contractor may terminate this Agreement under ARS § 38-511 for a conflict of interest.

6. **Indemnification.**

- 6.1. **Non-Public Entities.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless MCCCDC, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from breach of a material term of this Agreement, or from negligent or intentional acts, or omissions of the Contractor, its agents, employees, or any tier of its subcontractors in the performance of this

Agreement. If applicable, Contractor will also indemnify, defend, and hold harmless MCCCDC and its officers, officials, employees and agents against any claim (including but not limited to attorney fees and court costs) that their authorized use of Contractor's services under this Agreement violates the claimant's property rights. The amount and type of insurance coverage requirements of this Agreement will in no way be construed as limiting the scope of indemnification in this Paragraph. All claims, damages, losses and expenses that arise from the operations of the Contractor as described in this Agreement, are the sole responsibility of the Contractor and this indemnification provision shall apply.

6.2. **Public Entities.** Each party (as 'indemnitor') agrees to defend, indemnify, and hold harmless the other party (as 'indemnatee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury or any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

7. **Insurance Applicable Only to Non-Public Entities.** If the Contractor is not a public entity, Contractor shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an A.M. Best rating of A-VIII or better. Before the start of the Agreement, Contractor will furnish to the college with certificates of insurance evidencing coverage, conditions, and limits required by this Agreement at the following address to:

DO/College | ATTN: Name
Address | C S Z | or by email to:

The insurance policies, except Worker's Compensation must be endorsed as required by this written Agreement to name Maricopa Community Colleges, its agents, officers, officials, employees, and volunteers as additional insureds with the following language or its equivalent:

*Maricopa County Community College District, its agents, officers, officials, employees,
and volunteers are hereby named as additional insureds as their interest may appear.*

The insurance policies shall contain a waiver of subrogation endorsement, as required by this written Agreement, in favor of Maricopa County Community College District, its agents, officers, officials, employees, and volunteers for losses arising from work performed by or on behalf of the Contractor.

Each insurance policy required by the insurance requirements of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the College Representative, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice should be sent directly to College Representative. If any insurance company refuses to provide the required notices, the Contractor or its insurance broker shall notify the College Representative of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer's notification to that effect. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by MCCCDC will not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all subcontractors.

Any modification or variation of the insurance requirements in this Agreement shall be made by the MCCCDC Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

A. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage, including but not limited to, the liability assumed under the indemnification provisions of this Contract.

- General Aggregate \$2,000,000

- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Property \$50,000⁵
- Each Occurrence \$1,000,000

B. If applicable, Commercial Auto Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles.

C. If applicable, Worker's Compensation insurance with limits statutorily required by a Federal or state law and **Employer's Liability** insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

8. **Nondiscrimination.** The Contractor will comply with all applicable state and federal law, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the Contractor will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, age, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national original, protected veteran status or disability.
9. **Disability Guidelines.** If applicable to the work of the Contractor under this Agreement, Contractor warrants that it complies with Arizona and federal disabilities laws and regulations. Contractor warrants that the products or services to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 et seq.) and its implementing regulations set forth at Title 28, CFR Parts 35 and 36, Section 508 of the Rehabilitation Act of 1973, as amended (29 USC § 794d) and its implementing regulations set forth at Title 36, CFR Part 1194; and maintain, if applicable, Web Content Accessibility Guidelines 2.0 at Level AA (WCAG 2.0 AA). Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor must provide, on request, accessibility testing results and written documentation verifying accessibility. Contractor further agrees to indemnify and hold harmless MCCCCD from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Agreement.
10. **Governing Law.** This Agreement will be governed by the laws of the State of Arizona. Nothing in this Agreement waives MCCCCD's sovereign immunity.
11. **Funds Unavailable.** MCCCCD or Contractor may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the program that is the subject of this Agreement. The terminating Party shall give prompt written notice to the other Party after it knows that funding will not be available.
12. **Amendment.** The parties may amend this Agreement only through a written amendment signed by representatives of each party who are authorized to sign contracts.
13. **Use of MCCCCD/College Logo or Name.** Contractor may only use MCCCCD's or the College's name or logo for the courses subject to this Agreement and only with the prior written approval of MCCCCD or College. The City of Avondale's logo, name, trademarks or other intellectual property may not be used by MCCCCD or College without the City's consent.

⁵ Limit can change depending on the type of risk.

14. Contractor Professionalism

- 14.1. Contractor will, at all times during this Contract, provide the Services under this Agreement within the highest standards of its profession.
- 14.2. Contractor certifies and warrants that the Services it provides under this Agreement comply with all applicable laws, regulations and policies, and with this Agreement.

15. Independent Contractor Certification. The Parties acknowledge that all services provided under this Agreement are being provided as independent contractors, not as an employee or agent of either Party. Both Parties agree that this Agreement is nonexclusive and that Parties are not prohibited from entering into other Agreements nor prohibited from practicing their professions elsewhere.

16. Legal Worker Requirements. To the extent applicable under ARS § 41-4401, Contractor and MCCC verifies that it checks the employment eligibility through the e-verify program of any employee it hires, and complies with federal immigration laws and regulations relating to their employees. As required by ARS § 41-4401, violation of these requirements is a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement; and that the law provides other rights to both Parties to ensure compliance.

17. Confidential Information Defined. Confidential Information is any available data or information in all forms collected, stored, or maintained that encompasses information that is personal to our uniquely identifies students, employees, agents or other constituents of either Party, including but not limited to information that is protected by law or regulation. Confidential information includes, but is not limited to, social security numbers, student records, student financial records (regarding students, their parents, or sponsors), financial, credit, payment card and personal information regarding employees and students, protected health information, and other personally identifying information. In addition, Confidential Information includes data and other information that is proprietary to or developed by either Party such as institutional financial and performance records.

18. Obligations to Protect Confidential Information and Other Assets.

- 18.1. The confidentiality requirements set forth in this Agreement are subject to Arizona Public Records Law.
- 18.2. Parties agree that Confidential Information provided, or to which it may have access under this Agreement, will be used only and exclusively to support performance of this Agreement and not for any other purpose.
- 18.3. Contractor's instructors, employees, or agents who have access to MCCC's network, facilities, data, or Confidential Information (collectively, "MCCC Assets") may not have access until they have received MCCC's privacy and security training.
- 18.4. At all times during this Agreement, the Parties will maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information. Contractor will supply the appropriate MCCC representative with copies of those policies and plans upon request.
- 18.5. Contractor will maintain personnel policies that appropriately check the backgrounds of its employees who will be providing Services. Contractor will supply the appropriate MCCC representative with copies of those policies upon request.
- 18.6. The Parties agree to inform the other Party by sending an e-mail to protectprivacy@maricopa.edu for MCCC or to the Contractor at jmartin@avondaleaz.gov immediately, and in no event later than within one (1) business day if the notifying Party and/or its employees, instructors, or agent(s) have reason to believe that an actual or suspected security incident or any other circumstance has occurred in which

the other Party may be required to perform a risk assessment and/or provide a notification under applicable law, such as a breach. "Security incident" means the unauthorized access to and/or misappropriation of Confidential Information. The notifying Party will provide as many details as it has available in the notice about the nature of matter and will update the other Party as more information becomes available.

- 18.7. The notifying Party will be financially responsible for the costs related to any security incident, breach or risk assessment caused by the inappropriate disclosure of Confidential Information by its employees, staff, directors or agents including but not limited to drafting and mailing of notifications; call center services, forensic investigation services, and credit monitoring.
- 18.8. If either Party, its employees, or any tier of the either Party's agent(s) in the performance of this Agreement maintains Confidential Information on its technology, the Parties each respectively warrant and confirm that the maintenance of that information will meet applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.
- 18.9. Each Party owns all of their respective records and data of which they may have custody on the other Party's behalf including Confidential Information. Neither Party will not disclose, use, destroy, transfer or otherwise manage those records and data except as provided in this Agreement or, if this Agreement is silent, without the express written approval of an authorized representative of the Party that owns the records, data and Confidential Information. The Parties will work with one another to transfer all of the records and data back to the other Party on the termination or expiration of this Agreement. Regarding Confidential Information, the Parties will return that information or securely destroy it promptly as directed by MCCCCD without retaining any copies thereof, with any destruction confirmed in writing by the Contractor, except to the extent copies are required by law to remain with the Contractor.
- 18.10. Contractor agrees to provide MCCCCD access to MCCCCD records and data including Confidential Information that Contractor holds or uses on behalf of MCCCCD upon written request of MCCCCD with reasonable advance notice.
- 18.11. The Parties agree to maintain, and provide to the other Party if requested, a record or when and to whom Confidential Information is disclosed.

MCCD
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
for its Colleges and Skill Centers

Signature: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR
CITY OF AVONDALE, ARIZONA

Signature: _____
Cherlene Penilla, Acting City Manager

Date: _____
Address: 11465 W. Civic Center Dr., Avondale, AZ 85323

Attest:

Marcella Carrillo, City Clerk

Date: _____

Approved as to Form:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

SUBJECT: Ordinance 2052-0922 - First Amendment to the Lease, Maintenance and Operations Agreement with American Sports Center (ASC) Avondale LLC

MEETING DATE: 9/19/2022

TO: Mayor and Council

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

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

The proposed amendment will allow both ASC and the City of Avondale to continue a successful partnership. The ASC offers a variety of indoor recreational and club sport leagues, clinics and tournaments that are available to all Avondale residents.

PURPOSE:

City Council will consider a request to adopt Ordinance 2052-0922, approving the First Amendment to the Lease, Maintenance and Operations Agreement with ASC–Avondale LLC, adjusting the lease amount calculation benchmarks and percentages and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In February 2022, the American Sports Center – Avondale (ASC) sent a proposal to the City to consider revising the lease amount calculation of the operations and management agreement with the City. The proposal requested amending the lease calculation benchmarks to reflect inflation (approximately 30%) since the initial agreement in 2010. The sliding scale has never been adjusted since commencement of the agreement.

Staff reviewed the agreement and request from ASC and agreed that adjustments to the lease calculations were overdue. The proposed amendment accomplishes two things: increases the benchmarks for the three tiers of lease calculations and revises the percentages shared at those three tiers. With the proposed calculations, the City is guaranteed consistent revenue in the initial two tiers while establishing mutual benefits in the third tier. The lease calculations will be reviewed by staff and ASC management every three years to ensure the agreement allows both parties to be successful.

DISCUSSION:

Adoption of the proposed ordinance will amend the 2009 Lease, Maintenance and Operations Agreement with ASC-Avondale LLC by deleting and replacing terms for ARTICLE III (Operation Phase), Section 3.9 (Lease Amount), Item A (Lease Amount Calculations) and Item B (Abatement Period).

BUDGET IMPACT:

The average amount due to the City over the past five years under the existing agreement has been \$356,767. The amount received in FY22 was \$560,175. It is anticipated that the proposed change to the lease amount will have a minimal impact on revenue received by the City from ASC.

RECOMMENDATION:

Staff recommends adoption of the proposed ordinance will amend the 2009 Lease, Maintenance and Operations Agreement with ASC-Avondale LLC by deleting and replacing terms for ARTICLE III (Operation Phase), Section 3.9 (Lease Amount), Item A (Lease Amount Calculations) and Item B (Abatement Period).

Contact person for document distribution: Bryan Hughes

ORDINANCE NO. 2052-0922

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE LEASE, MAINTENANCE AND OPERATIONS AGREEMENT BETWEEN THE CITY OF AVONDALE AND ASC-AVONDALE LLC.

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

SECTION 1. The First Amendment to the Lease, Maintenance and Operations Agreement between the City of Avondale and ASC-Avondale LLC (the “First Amendment”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, September 19, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2052-0922

[First Amendment]

See following pages.

**FIRST AMENDMENT
TO
LEASE, MAINTENANCE AND OPERATIONS AGREEMENT
(AMERICAN SPORTS CENTERS AVONDALE FACILITY)**

THIS FIRST AMENDMENT TO LEASE, MAINTENANCE AND OPERATIONS AGREEMENT (this “Amendment”) is made and entered into as September 19, 2022 (the “Effective Date”) by and between **ASC-AVONDALE LLC**, an Arizona limited liability company (“Tenant”) and **CITY OF AVONDALE**, an Arizona municipal corporation (“Landlord”). Tenant and Landlord are referred to collectively as the “Parties.” Unless otherwise defined, all capitalized terms shall have the meaning set forth in the Agreement.

RECITALS

A. The Parties entered into that certain Lease Agreement dated January 12, 2009 (the “Agreement”) regarding the lease of the Facility to the Landlord.

B. The Parties wish to amend the Agreement as set forth in this Amendment.

AGREEMENTS

NOW THEREFORE, in consideration of the mutual covenants set forth herein and the faith full performance thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Accuracy of Recitals. The Parties hereby acknowledge the accuracy of the Recitals which are incorporated herein by this reference.

2. Amendment to Agreement. The Agreement is hereby amended as follows:

(a) ARTICLE III (Operation Phase), Section 3.9 (Lease Amount), Item A (Lease Amount Calculations) and Item B (Abatement Period) of the Agreement are hereby deleted in their entirety and replaced with the following:

3.9 **Lease Amount.** ASC shall pay the City an amount for the privilege of occupying the Facility (the “Lease Amount”) according to the calculation procedure and schedule of payment set forth below:

A. **Lease Amount Calculation.** Beginning July 1, 2022, the Lease Amount shall be computed by taking the sum of: (1) 25% of the first \$1,560,000 of Gross Revenues for any Operating Year; (2) plus 20% of the Gross Revenues between \$1,560,000 and \$2,340,000 for any Operating Year; (3) plus 15% of the Gross Revenues in excess of \$2,340,000 for any Operating Year; (4) minus any amounts attributable to charges for City Activities as set forth in Subsection 3.6(2)(C) above. The Lease Amount shall be reduced by amounts attributable to: (1) Major Capitalized Repairs and Major Capitalized Repairs Amortization as set forth in Subsection 3.13(A)(3) below; (2) Capitalized Improvement Expenses and Capital Improvement Amortization, as set forth in Subsection 3.13(B) below; and (3) City Activity charges, as set forth in Subsection

3.6(C)(2) above; provided, however, that the Lease Amount shall not be less than \$195,000 during any Full Operating Year.

B. Abatement Period. Intentionally deleted.

3. 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.

4. Non-Default. By executing this First Amendment, the Tenant 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 Tenant claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

5. Conflict of Interest. This First Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

6. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

“Tenant”

ASC-AVONDALE LLC,
an Arizona limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2022, before me personally appeared _____, the _____ of ASC-AVONDALE 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 corporation.

Notary Public in and for the State of _____

(Affix notary seal here)

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

“Landlord”

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 of Avondale.

Notary Public in and for the State of Arizona

(Affix Notary Seal Here)

CITY COUNCIL REPORT

SUBJECT: Ordinance 2053-0922 - Acceptance of Drainage Easements along Indian Springs Road - Authorizing the Acquisition of Easements for Public Use from Maricopa County

MEETING DATE: 9/19/2022

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 2053-0922, authorizing the acceptance of existing drainage easements along a portion of Indian Springs Road from Maricopa County 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:

The City and Maricopa County entered into an intergovernmental agreement (IGA) for the installation of streetlights along Indian Springs Road from 143rd Avenue to the Gila River Bridge. The IGA was approved by the City on December 13, 2021, and by Maricopa County on January 12, 2022. The IGA provided that the City would annex a portion of Indian Springs Road into the City's corporate limits.

City Council approved Ordinance 2025.0422 extending and increasing the City's corporate limits by annexing a portion of Indian Springs Road from the Dysart Road alignment to 143rd Avenue. As part of the annexation, there are existing drainage easements along this portion of roadway that the County will assign to the City for ownership and maintenance.

DISCUSSION:

The County acquired 13 easements for the purpose of constructing and maintaining a channel and appurtenances located on either side of the portion of Indian Springs Road recently annexed by the City. The County will assign the easements to the City by an Assignment of Easement document. The easements are necessary for the preservation and maintenance of the areas annexed by the City.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends Council adopt an Ordinance, authorizing the acceptance of existing drainage easements along a portion of Indian Springs Road from Maricopa County and authorizing the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore

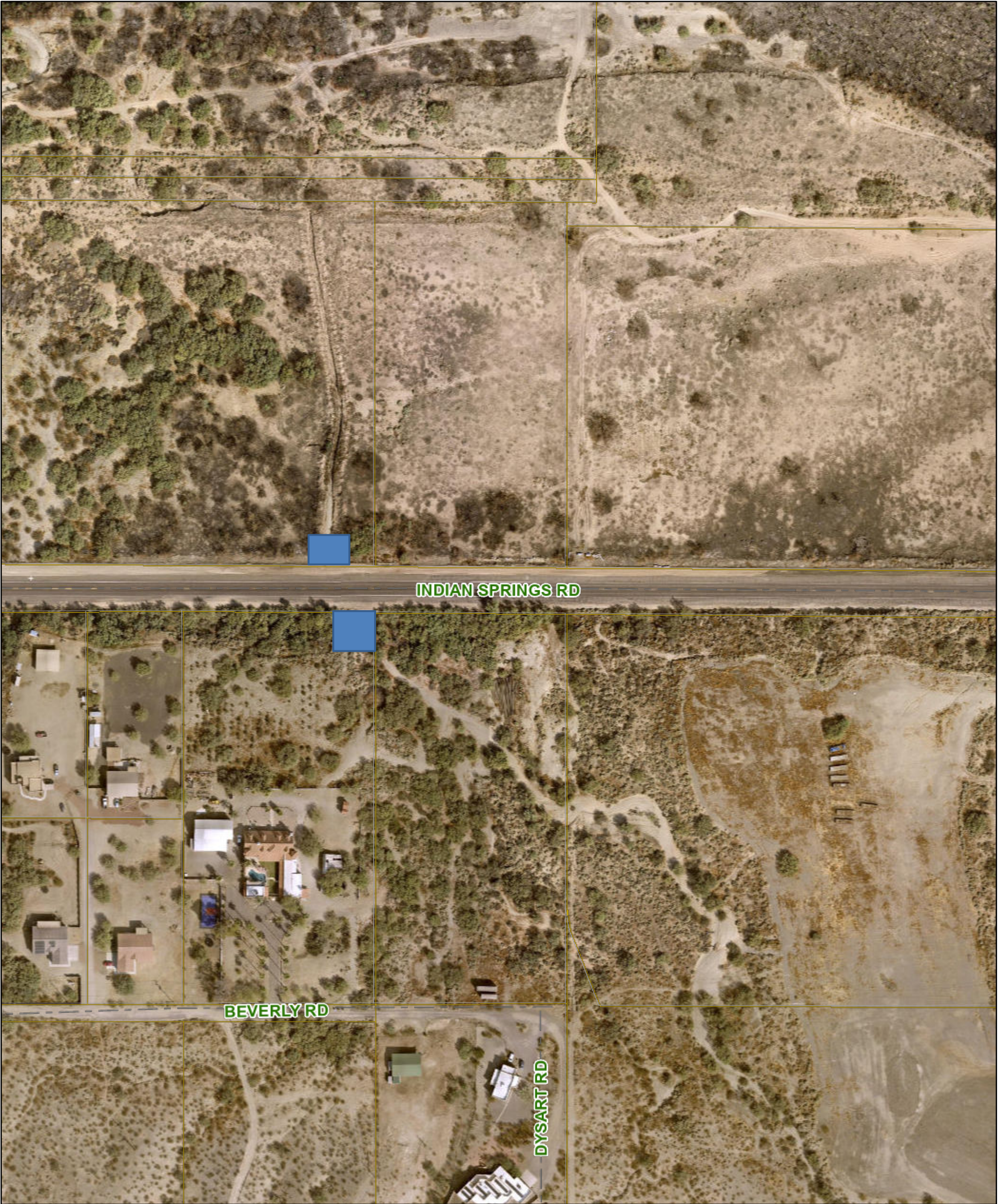
Drainage Easements to be Assigned via Assignment of Easement



Drainage Easements to be Assigned via Assignment of Easement



Drainage Easements to be Assigned via Assignment of Easement



ORDINANCE NO. 2053-0922

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF EASEMENTS FOR PUBLIC USE FROM MARICOPA COUNTY, ARIZONA.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, on April 18, 2022, the City Council approved Ordinance No. 2025-0422 annexing the right-of-way or roadway in Maricopa County, Arizona (“Maricopa County”) generally located along Indian Springs Road from the Dysart Road alignment to 143rd Avenue; and

WHEREAS, Maricopa County is the holder of fourteen drainage easements, as more particularly described in the Assignment of Easement attached hereto as Exhibit 1 and incorporated herein by reference (the “Easements”); and

WHEREAS, Maricopa County desires to assign the Easements to the City and City desires to accept the assignment of the Easements.

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 Easements as more particularly described in the Assignment of Easement, attached hereto at Exhibit 1 and incorporated herein by reference are hereby approved for acquisition by the City from Maricopa County.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
September 19, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2053-0922

[Assignment of Easement]

See following pages.

When recorded, Return to:
Maricopa County
Real Estate Department [PM]

EXEMPT ARS 11-1134, A3

ASSIGNMENT OF EASEMENT

Project: 68911 – Indian Springs Rd.

Termini: Estrella Parkway to 123rd Ave.

Item Nos.: X-1150-2, X-1152-2, X-1157-2, X-1158-2, X-1159-2, X-1162-2, X-1163-2,
X-1164-2, X-1166-2, X-1167-2, X-1170-2, X-1173-2, X-1174-2, X-1175-2 [PM]

KNOW ALL MEN BY THESE PRESENTS:

That for and in the consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **MARICOPA COUNTY**, a political subdivision of the State of Arizona (“**ASSIGNOR**”), does hereby assign to the **City of Avondale**, a municipal corporation of the State of Arizona, it’s successors and assigns (“**ASSIGNEE**”), all those certain acquired easement rights for the real property situated in the County of Maricopa, State of Arizona, described in each of the following instruments filed of record in the office of the Maricopa County Recorder (collectively Easements):

Drainage Easement	Document #2000-0976793	X-1150-2
Drainage Easement	Document #2000-0127466	X-1152-2
Drainage Easement	Document #2000-0203699	X-1157-2
Drainage Easement	Document #2000-0205869	X-1158-2
Drainage Easement	Document #2001-0266876	X-1159-2
Drainage Easement	Document #2000-0679098	X-1162-2
Drainage Easement	Document #2000-0437037	X-1163-2
Drainage Easement	Document #2000-0438867	X-1164-2
Drainage Easement	Document #2000-0717439	X-1166-2
Drainage Easement	Document #2000-0205872	X-1167-2
Drainage Easement	Document #2000-0437036	X-1170-2

Project: 68911 – Indian Springs Rd.

Termini: Estrella Parkway to 123rd Ave.

Item Nos.: X-1150-2, X-1152-2, X-1157-2, X-1158-2, X-1159-2, X-1162-2, X-1163-2,
X-1164-2, X-1166-2, X-1167-2, X-1170-2, X-1173-2, X-1174-2, X-1175-2 [PM]

Drainage Easement	Document #2000-0243213	X-1173-2
Drainage Easement	Document #2000-0135482	X-1174-2
Drainage Easement	Document #2004-1236502	X-1175-2

Project: 68911 – Indian Springs Rd.

Termini: Estrella Parkway to 123rd Ave.

Item Nos.: X-1150-2, X-1152-2, X-1157-2, X-1158-2, X-1159-2, X-1162-2, X-1163-2,
X-1164-2, X-1166-2, X-1167-2, X-1170-2, X-1173-2, X-1174-2, X-1175-2 [PM]

This is an assignment of all rights, interests, and obligations in and to the existing Drainage Easements and Agreements, previously recorded with the office of the Maricopa County Recorder. **ASSIGNOR** does hereby covenant that it is assigning these Easements only to the extent of any interest it may have in the property.

TO HAVE AND TO HOLD unto **ASSIGNEE** the Easement herein described for the use and purpose of constructing and maintaining a drainage basin and appurtenances together with the right of ingress and egress on, over, under, and across the ground embraced within said easement.

The **ASSIGNOR** hereby conveys unto **ASSIGNEE** all warranties of title of any nature whatsoever which **ASSIGNOR** and its successors possess, however, **ASSIGNOR** warrants title as against all of its acts and no other acts.

ASSIGNOR hereby assigns and **ASSIGNEE** hereby assumes all of **ASSIGNOR'S** rights, interests and obligations under the Easement and **ASSIGNOR** retains no rights, interests or obligations under the Easement.

The Easement shall at all times be maintained and repaired at the sole cost and expense of the **ASSIGNEE**, its contractors, agents, successors or assigns.

To the extent authorized by law, **ASSIGNOR** covenants and agrees to indemnify, defend, and hold harmless **ASSIGNEE** from and against any actions, suits, proceedings, or claims, and all costs and expenses (including without limitation, reasonable attorney's fees and costs) incurred in connections therewith, based upon or arising out of any breach or alleged breach of the Easement or arising in connection with the Easement occurring or alleged to have occurred before the date of the assignment.

ASSIGNEE covenants and agrees to indemnify, defend, and hold harmless **ASSIGNOR** from and against any actions, suits, proceedings, or claims, and all costs and expenses (including without limitation, reasonable attorney's fees and costs) incurred in connections therewith, based upon or arising out of any breach or alleged breach of the Easement or arising in connection with the

Project: 68911 – Indian Springs Rd.

Termini: Estrella Parkway to 123rd Ave.

Item Nos.: X-1150-2, X-1152-2, X-1157-2, X-1158-2, X-1159-2, X-1162-2, X-1163-2,
X-1164-2, X-1166-2, X-1167-2, X-1170-2, X-1173-2, X-1174-2, X-1175-2 [PM]

Easement occurring or alleged to have occurred from and after the date of this assignment.

This easement shall run with the land and shall inure to the benefit and be binding upon the **ASSIGNEE** and its respective successors and assigns.

Project: 68911 – Indian Springs Rd.

Termini: Estrella Parkway to 123rd Ave.

Item Nos.: X-1150-2, X-1152-2, X-1157-2, X-1158-2, X-1159-2, X-1162-2, X-1163-2,
X-1164-2, X-1166-2, X-1167-2, X-1170-2, X-1173-2, X-1174-2, X-1175-2 [PM]

GRANTEE ACCEPTANCE AND APPROVAL:

ACCEPTED:

GRANTEE: 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 of Avondale.

Notary Public

Project: 68911 – Indian Springs Rd.

Termini: Estrella Parkway to 123rd Ave.

Item Nos.: X-1150-2, X-1152-2, X-1157-2, X-1158-2, X-1159-2, X-1162-2, X-1163-2,
X-1164-2, X-1166-2, X-1167-2, X-1170-2, X-1173-2, X-1174-2, X-1175-2 [PM]

RECOMMENDED FOR APPROVAL:

Right-of-way Agent

Real Property Manager

ACCEPTED AND APPROVED

MARICOPA COUNTY BOARD OF SUPERVISORS

BY _____
Chairman of the Board

Before me, _____, Notary Public in and for said County, State of Arizona, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as the Chairman of the Board of the Political Subdivision described in the foregoing instrument, and as such he acknowledged to me that he executed the same for said Board, for the purpose and consideration therein expressed, as its free act and deed and by each of them voluntary executed.

Given under my hand and seal of the office this ____ day of _____, 2022

My Commission Expires _____

Notary Public (signature)

Approved as to form and within the powers
and authority of the Board of Supervisors

Deputy County Attorney

Date

CITY COUNCIL REPORT

SUBJECT: Ordinance 2054-0922 - Acceptance of Drainage Easements along Indian Springs Road - Authorizing the Acquisition of Real Property for Public Use from Maricopa County

MEETING DATE: 9/19/2022

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 2054-0922, authorizing the acceptance of existing drainage easements along a portion of Indian Springs Road from Maricopa County and authorizing the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City and Maricopa County entered into an intergovernmental agreement (IGA) for the installation of streetlights along Indian Springs Road from 143rd Avenue to the Gila River Bridge. The IGA was approved by the City on December 13, 2021, and by Maricopa County on January 12, 2022. The IGA provided that the City would annex a portion of Indian Springs Road into the City's corporate limits.

City Council approved Ordinance 2025.0422 extending and increasing the City's corporate limits by annexing a portion of Indian Springs Road from the Dysart Road alignment to 143rd Avenue. As part of the annexation, there are existing drainage easements along this portion of roadway that the County will assign to the City for ownership and maintenance.

DISCUSSION:

The County acquired five permanent drainage easements by Final Order of Condemnation. The easements are located on either side of the portion of Indian Springs Road recently annexed by the City. The County will assign these rights to the City via a Quit Claim Deed. The easements are necessary for the preservation and maintenance of the areas annexed by the City.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends Council adopt an Ordinance, authorizing the acceptance of existing drainage easements along a portion of Indian Springs Road from Maricopa County and authorizing the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore

Drainage Easements to be Assigned via Quit Claim Deed



ORDINANCE NO. 2054-0922

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR
PUBLIC USE FROM MARICOPA COUNTY, ARIZONA.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, on April 18, 2022, the City Council approved Ordinance No. 2025-0422 annexing the right-of-way or roadway in Maricopa County, Arizona generally located along Indian Springs Road from the Dysart Road alignment to 143rd Avenue; and

WHEREAS, the annexed right-of-way or roadway utilizes certain real property for drainage, which is necessary for preservation and maintenance of the right-of-way or roadway; and

WHEREAS, Maricopa County, Arizona (“Maricopa County”) is the owner of certain real property, drainage easements, as more particularly described in the Quit Claim Deed attached hereto at Exhibit 1 and incorporated herein by reference (the “Property”); and

WHEREAS, Maricopa County desires to convey the Property to the City and the City Council desires to authorize the acquisition of the Property for public use.

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 Property, generally situated in Section(s) 3 and 4, Township One (1) South, Range One (1) West of the Gila and Salt River Base and Meridian in the County of Maricopa, State of Arizona and recorded with the Maricopa County Recorder on July 16, 2003 as recording number 20030932313 and on March 25, 2004 as recording number 20040307217, as more particularly described in the Quit Claim Deed attached hereto at Exhibit 1 and incorporated herein by reference is hereby approved for acquisition by the City from Maricopa County.

SECTION 3. The Mayor, the Acting City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, September 19, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2054-0922

[Quit Claim Deed]

See following page.

When recorded, Interoffice Mail to:
Maricopa County Real Estate Department

EXEMPT ARS 11-1134, A3

QUIT CLAIM DEED

Project: 68911 – Indian Springs Rd.
Termini: Estrella Parkway to 123rd Ave.
Item Nos.: X-1156-2, X-1161-2

For and in the consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **MARICOPA COUNTY**, a political subdivision of the State of Arizona (“**GRANTOR**”) does hereby quitclaim all its right, title and/or interest, if any, to **The City of Avondale**, a municipal corporation of the State of Arizona, its successors and assigns (“**GRANTEE**”), to those certain real property rights situated in Section(s) 3 and 4, Township One (1) South, Range One (1) West of the Gila and Salt River Base and Meridian, in the County of Maricopa, State of Arizona, described in each of the following instruments filed of record in the office of the Maricopa County Recorder:

Final Order of Condemnation Document #2004-0307217 X-1156-2

Final Order of Condemnation Document #2003-0932313 X-1161-2

SUBJECT TO: any lien for taxes that is or shall become due, zoning and other governmental restrictions, and all covenants, conditions, restrictions, easements, rights-of-way, liens, and other matters of record, or matters that could be disclosed by a visual inspection or accurate survey of the real property.

Project: 68911 – Indian Springs Rd.
Termini: Estrella Parkway to 123rd Ave.
Item Nos.: X-1156-2, X-1161-2

In witness whereof, **GRANTOR** and **GRANTEE** have executed this Quit Claim Deed as of the dates set forth herein.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGES FOLLOW.

Project: 68911 – Indian Springs Rd.
Termini: Estrella Parkway to 123rd Ave.
Item Nos.: X-1156-2, X-1161-2

ACCEPTED:

GRANTEE: 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 of Avondale.

Notary Public

Project: 68911 – Indian Springs Rd.
Termini: Estrella Parkway to 123rd Ave.
Item Nos.: X-1156-2, X-1161-2

RECOMMENDED FOR APPROVAL:

Right-of-way Agent

Real Property Manager

ACCEPTED AND APPROVED

MARICOPA COUNTY BOARD OF SUPERVISORS

BY _____
Chairman of the Board

Date

Before me, _____, Notary Public in and for said County, State of Arizona, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as the Chairman of the Board of the Political Subdivision described in the foregoing instrument, and as such he acknowledged to me that he executed the same for said Board, for the purpose and consideration therein expressed, as its free act and deed and by each of them voluntary executed.

Given under my hand and seal of the office this ____ day of _____, 2022

My Commission Expires _____

Notary Public (signature)

Approved as to form and within the powers
and authority of the Board of Supervisors

Deputy County Attorney

Date

CITY COUNCIL REPORT

SUBJECT: Ordinance 2055-0922 – SRP Power Distribution Easement for The BLVD Parking Garage

MEETING DATE: 9/19/2022

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 2055-0922, authorizing the granting of a power distribution easement to Salt River Project (SRP) in connection with The BLVD Parking Garage 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:

In FY 2021, a Design Build Request for Qualifications (RFQ) was issued and awarded by the City for Design Build Services for The BLVD Parking Garage at the existing park and ride in the Park Avenue District. Design of the garage followed with commencement of construction, which began in January 2022. As part of construction activities, SRP will be granted an easement for power distribution to provide electric service to the garage.

DISCUSSION:

A power distribution easement 8 feet in width will be granted to SRP. This easement is generally located south of Roosevelt Street and east of 114th Avenue.

BUDGET IMPACT:

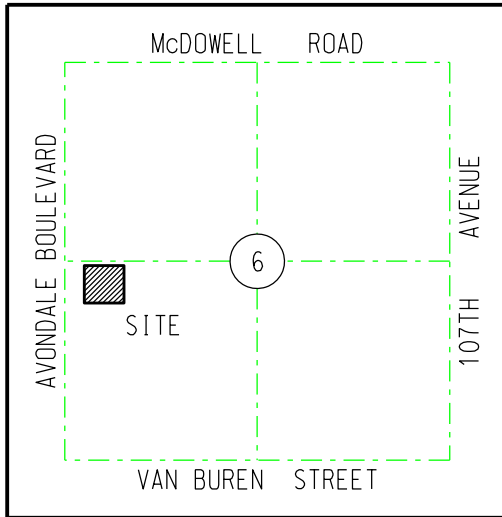
There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the granting of a power distribution easement to SRP in connection with The BLVD Parking Garage 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

EXHIBIT "A"



VICINITY MAP (NTS)
T1N, R1E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF SRP EASEMENT
- EXISTING EASEMENT
- TIE LINE
- ◆ SECTION CORNER AS NOTED

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
EPAD	ELECTRICAL EQUIPMENT PAD
MCR	MARICOPA COUNTY RECORDER
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE
SRP	SALT RIVER PROJECT

"NOT FOR RECORDATION"

BASIS OF BEARINGS:
BASED ON THE MARICOPA COUNTY
LOW DISTORTION PROJECTION
COORDINATE SYSTEM.

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

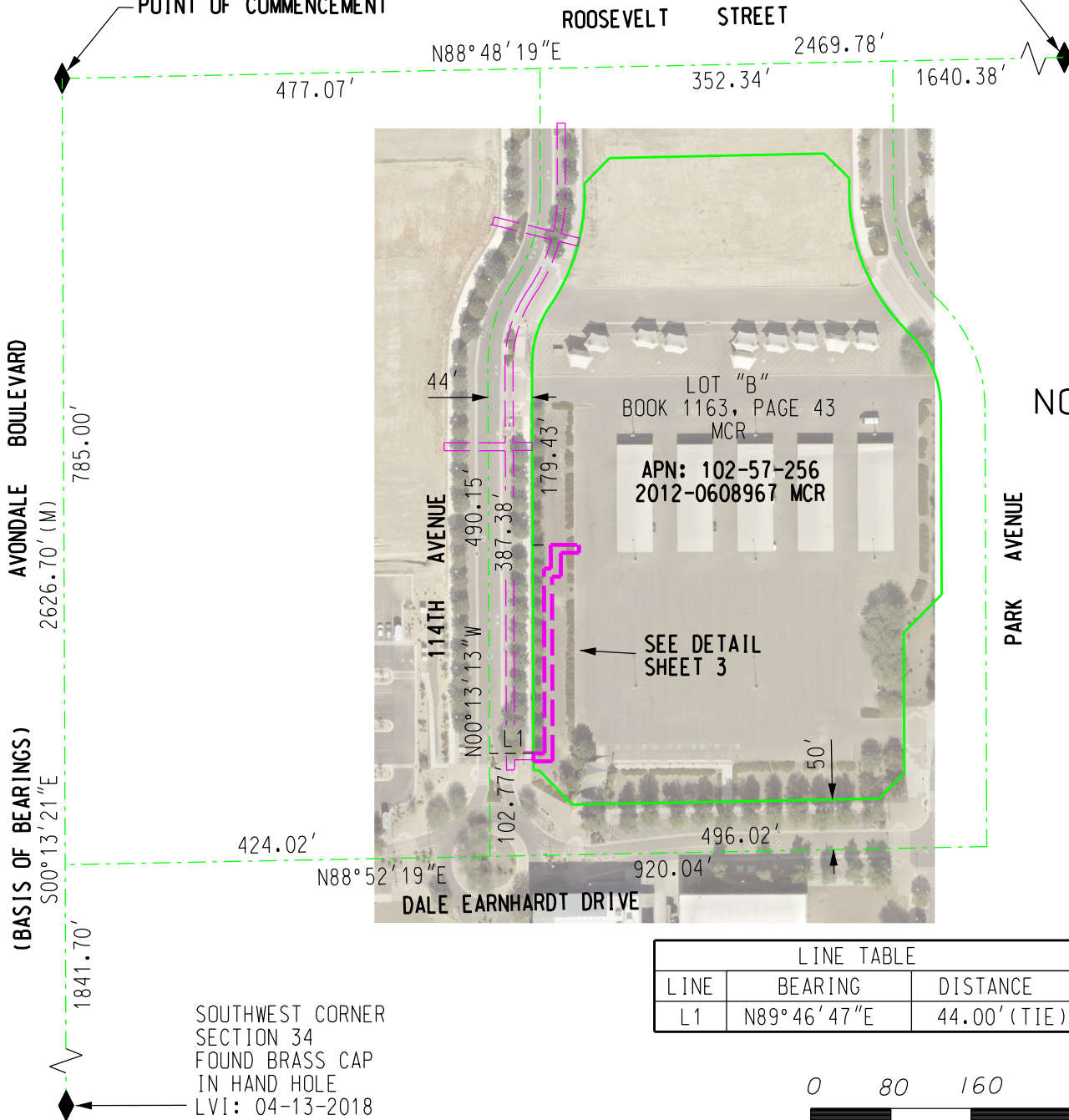
SRP LDWR NUMBER:	SCALE: NTS
I.O. NUMBER: T3394764	SHEET: 1 OF 3
AGENT: SOLIZ	SHEET SIZE: 8.5"x11"
DRAWN: HICK	REVISION: 2
CHECKED BY:	CREW CHIEF: LACEY
DATE: 08-24-2022	FIELD DATE: 06-10-2022

CITY OF AVONDALE THE BLVD GARAGE
SW 1/4 SECTION 6
T.1 N., R.1 E
0.13E - 6.06N

EXHIBIT "A"

WEST 1/4 CORNER
SECTION 34
FOUND BRASS CAP
IN HAND HOLE
LVI: 02-22-2012
POINT OF COMMENCEMENT

CENTER 1/4 CORNER
SECTION 34
FOUND REBAR
LVI: 10-02-2019



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°46'47"E	44.00' (TIE)



SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

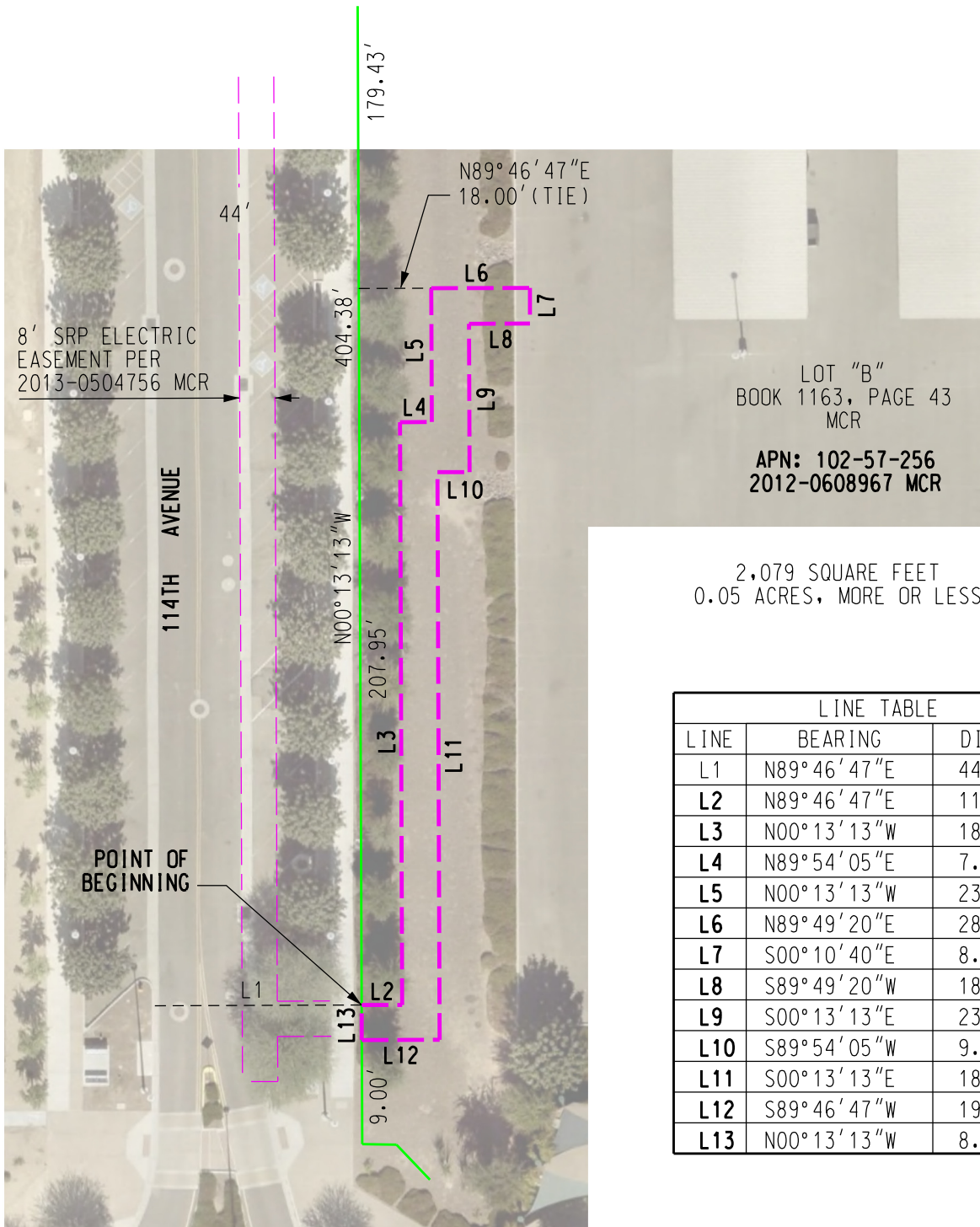
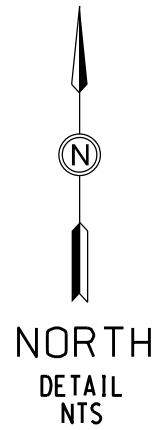


SURVEY DIVISION
LAND DEPARTMENT

SRP LDWR NUMBER:	SCALE: 1" = 160'
I.O. NUMBER: T3394764	SHEET: 2 OF 3
AGENT: SOLIZ	SHEET SIZE: 8.5"x11"
DRAWN: HICK	REVISION: 2
CHECKED BY:	CREW CHIEF: LACEY
DATE: 08-24-2022	FIELD DATE: 06-10-2022

CITY OF AVONDALE THE BLVD GARAGE
SW 1/4 SECTION 6
T.1 N., R.1 E
0.13E - 6.06N

EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°46'47"E	44.00' (TIE)
L2	N89°46'47"E	11.00'
L3	N00°13'13"W	184.27'
L4	N89°54'05"E	7.00'
L5	N00°13'13"W	23.69'
L6	N89°49'20"E	28.10'
L7	S00°10'40"E	8.00'
L8	S89°49'20"W	18.09'
L9	S00°13'13"E	23.70'
L10	S89°54'05"W	9.00'
L11	S00°13'13"E	184.26'
L12	S89°46'47"W	19.00'
L13	N00°13'13"W	8.00'

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

SRP LDWR NUMBER:	SCALE: NTS
I.O. NUMBER: T3394764	SHEET: 3 OF 3
AGENT: SOLIZ	SHEET SIZE: 8.5"x11"
DRAWN: HICK	REVISION: 2
CHECKED BY:	CREW CHIEF: LACEY
DATE: 08-24-2022	FIELD DATE: 06-10-2022

CITY OF AVONDALE THE BLVD GARAGE
SW 1/4 SECTION 6
T.1 N., R.1 E
0.13E - 6.06N

ORDINANCE NO. 2055-0922

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING A POWER DISTRIBUTION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT TO PROVIDE ELECTRIC SERVICE TO THE BLVD GARAGE PROJECT.

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

SECTION 1. An easement is hereby granted to Salt River Project Agricultural Improvement and Power District in substantially the form attached hereto as Exhibit 1 and incorporated herein by reference, through, over, under and across ± 0.05 acres of real property, generally located along 114th Avenue north of Dale Earnhardt Drive, as depicted and described as part of Exhibit A to the easement form attached hereto as Exhibit 1.

SECTION 2. The Mayor, the Acting 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, September 19, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2055-0922

[Power Distribution Easement]

See following pages.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB10W

P. O. Box 52025

Phoenix, Arizona 85072-2025

**EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 102-57-256
SW ¼, SEC. 06, T01N, R01E

Agt. HAS
Job # LJ88860 / T3394764
W HAS C JEP
R/W #

CITY OF AVONDALE, an Arizona municipal corporation,

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Southwest quarter of Section 06, Township 01 North, Range 01 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Easement Parcel:

See Exhibit "A" attached hereto and by their reference made a part hereof.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

By accepting this easement, Grantee agrees to restore the surface of the Easement Parcel upon completion of the initial installation and any subsequent construction, reconstruction, repair or maintenance work that may be required.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

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Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

EXHIBIT "A"

SRP JOB NUMBER: T3394764

SRP JOB NAME: CITY OF AVONDALE THE BOULEVARD GARAGE

TTRRSS: 1N1E6

DATE: 08-24-2022

PAGE: 1 OF 5

AN EASEMENT WITHIN A PARCEL OF LAND AS DESCRIBED PER DOCUMENT 2012-0608967 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 6, BEING A BRASS CAP IN HAND HOLE, BEARS SOUTH 00 DEGREES 13 MINUTES 21 SECONDS EAST, A DISTANCE OF 2626.70 FEET (**BASIS OF BEARINGS**);

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SOUTH 00 DEGREES 13 MINUTES 21 SECONDS EAST, A DISTANCE OF 785.00 FEET;

THENCE NORTH 88 DEGREES 52 MINUTES 19 SECONDS EAST, A DISTANCE OF 424.02 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, A DISTANCE OF 102.77 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 47 SECONDS EAST, A DISTANCE OF 44.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89 DEGREES 46 MINUTES 47 SECONDS EAST, A DISTANCE OF 11.00 FEET

THENCE NORTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, A DISTANCE OF 184.27 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 05 SECONDS EAST, A DISTANCE OF 7.00 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, A DISTANCE OF 23.69 FEET;

THENCE NORTH 89 DEGREES 49 MINUTES 20 SECONDS EAST, A DISTANCE OF 28.10 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 40 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST, A DISTANCE OF 18.09 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 13 SECONDS EAST, A DISTANCE OF 23.70 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 05 SECONDS WEST, A DISTANCE OF 9.00 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 13 SECONDS EAST, A DISTANCE OF 184.26 FEET;

EXHIBIT "A"

SRP JOB NUMBER: T3394764

SRP JOB NAME: CITY OF AVONDALE THE BOULEVARD GARAGE

TTRRSS: 1N1E6

DATE: 08-24-2022

PAGE: 2 OF 5

THENCE SOUTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, A DISTANCE OF 19.00 FEET;

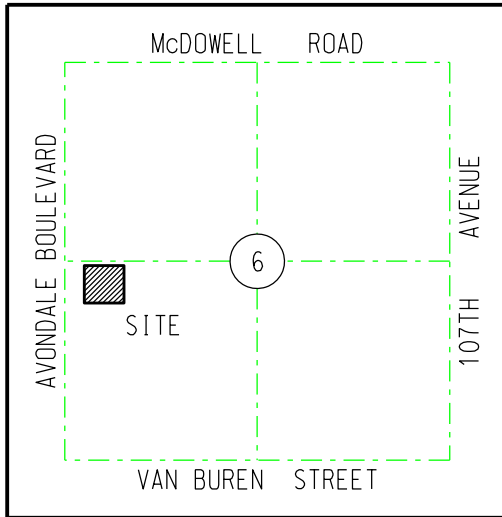
THENCE NORTH 00 DEGREES 13 MINUTES 13 SECONDS WEST, A DISTANCE OF 8.00 FEET THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS AN AREA OF 2,079 SQUARE FEET, 0.05 ACRES, MORE OR LESS.

END OF DESCRIPTION



EXHIBIT "A"



VICINITY MAP (NTS)
T1N, R1E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- - - LIMITS OF SRP EASEMENT
- - - EXISTING EASEMENT
- - - TIE LINE
- ◆ SECTION CORNER AS NOTED

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
EPAD	ELECTRICAL EQUIPMENT PAD
MCR	MARICOPA COUNTY RECORDER
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE
SRP	SALT RIVER PROJECT

"NOT FOR RECORDATION"

BASIS OF BEARINGS:
BASED ON THE MARICOPA COUNTY
LOW DISTORTION PROJECTION
COORDINATE SYSTEM.

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

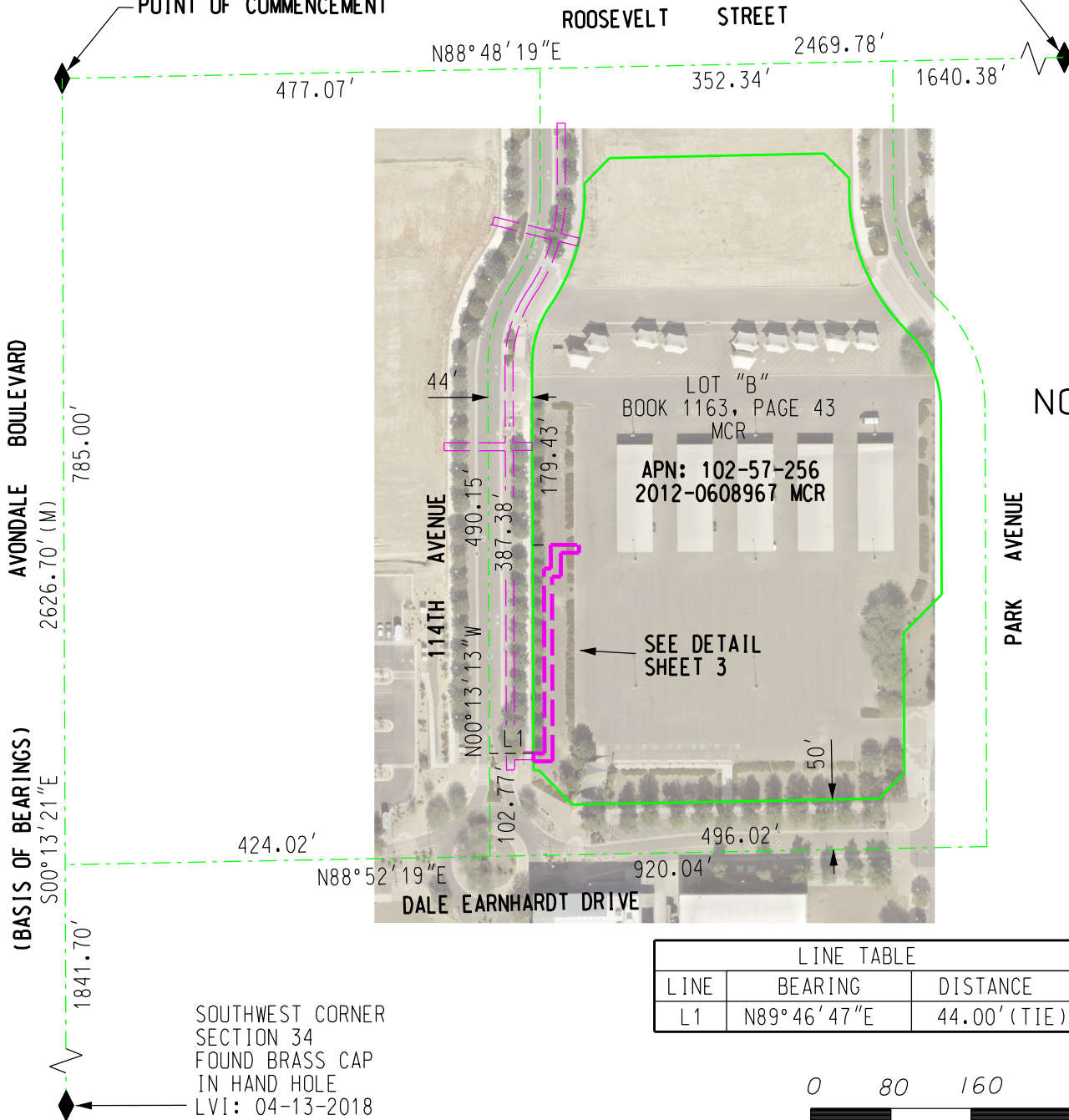
SRP LDWR NUMBER:	SCALE: NTS
I.O. NUMBER: T3394764	SHEET: 1 OF 3
AGENT: SOLIZ	SHEET SIZE: 8.5"x11"
DRAWN: HICK	REVISION: 2
CHECKED BY:	CREW CHIEF: LACEY
DATE: 08-24-2022	FIELD DATE: 06-10-2022

CITY OF AVONDALE THE BLVD GARAGE
SW 1/4 SECTION 6
T.1 N., R.1 E
0.13E - 6.06N

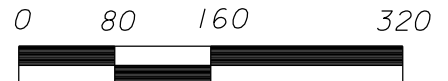
EXHIBIT "A"

WEST 1/4 CORNER
SECTION 34
FOUND BRASS CAP
IN HAND HOLE
LVI: 02-22-2012
POINT OF COMMENCEMENT

CENTER 1/4 CORNER
SECTION 34
FOUND REBAR
LVI: 10-02-2019



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°46'47"E	44.00' (TIE)



SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

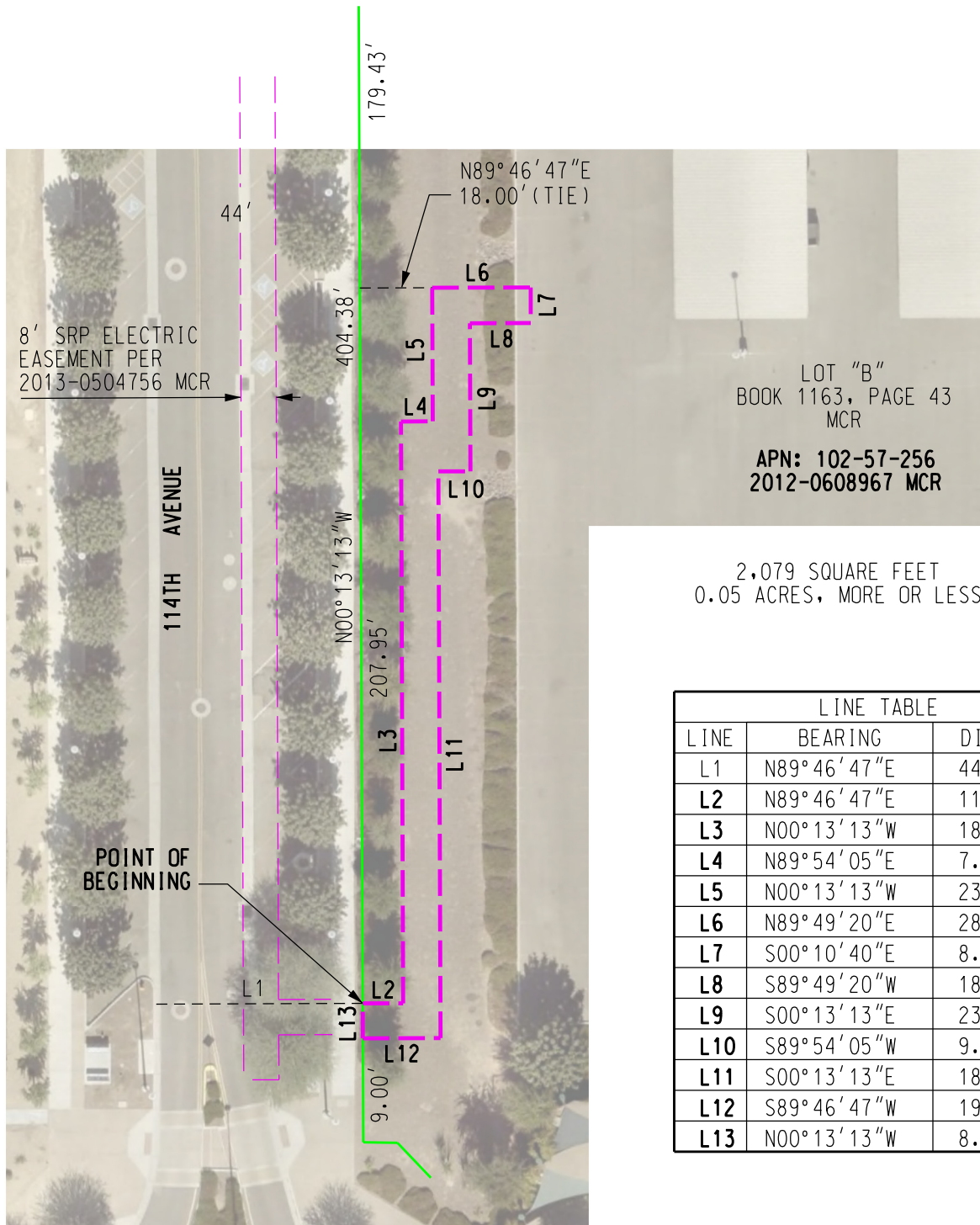
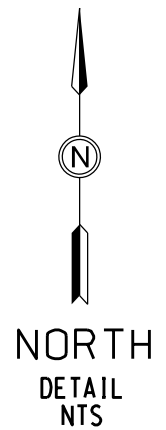


SURVEY DIVISION
LAND DEPARTMENT

SRP LDWR NUMBER:	SCALE: 1" = 160'
I.O. NUMBER: T3394764	SHEET: 2 OF 3
AGENT: SOLIZ	SHEET SIZE: 8.5"x11"
DRAWN: HICK	REVISION: 2
CHECKED BY:	CREW CHIEF: LACEY
DATE: 08-24-2022	FIELD DATE: 06-10-2022

CITY OF AVONDALE THE BLVD GARAGE
SW 1/4 SECTION 6
T.1 N., R.1 E
0.13E - 6.06N

EXHIBIT "A"



2,079 SQUARE FEET
0.05 ACRES, MORE OR LESS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°46'47"E	44.00' (TIE)
L2	N89°46'47"E	11.00'
L3	N00°13'13"W	184.27'
L4	N89°54'05"E	7.00'
L5	N00°13'13"W	23.69'
L6	N89°49'20"E	28.10'
L7	S00°10'40"E	8.00'
L8	S89°49'20"W	18.09'
L9	S00°13'13"E	23.70'
L10	S89°54'05"W	9.00'
L11	S00°13'13"E	184.26'
L12	S89°46'47"W	19.00'
L13	N00°13'13"W	8.00'

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

SRP LDWR NUMBER:	SCALE: NTS
I.O. NUMBER: T3394764	SHEET: 3 OF 3
AGENT: SOLIZ	SHEET SIZE: 8.5"x11"
DRAWN: HICK	REVISION: 2
CHECKED BY:	CREW CHIEF: LACEY
DATE: 08-24-2022	FIELD DATE: 06-10-2022

CITY OF AVONDALE THE BLVD GARAGE
SW 1/4 SECTION 6
T.1 N., R.1 E
0.13E - 6.06N

CITY COUNCIL REPORT

SUBJECT: Cobblestone - Re-Plat of Lot 2 of "Lots 1 & 2 of Lot 9, Interstate Commerce Center Amended" and Lot 3 of "Lot 9, Interstate Commerce Center Amended" - Application PL-22-0155

MEETING DATE: 9/19/2022

TO: Mayor and Council

FROM: Jodie Novak, Acting Director, Development & Engineering Services-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 by Mr. Jesse Macias of M3 Design, LLC, on behalf of the property owner, Cobblestone Phoenix Propco LLC, for approval of a Re-Plat of Lot 2 of "Lots 1 & 2 of Lot 9, Interstate Commerce Center Amended" and Lot 3 of "Lot 9, Interstate Commerce Center Amended", subject to the one (1) condition of approval as listed in the staff report. The Re-Plat will revise the location of a property line between two existing parcels located north of the northwest corner of Van Buren Street and 99th Avenue. The Council will take appropriate action.

BACKGROUND:

The site is located north of the northwest corner of Van Buren Street and 99th Avenue (Exhibits A and B). The site was annexed to the City in April 1986 with an initial zoning of Agricultural (AG). In March 1996, it was rezoned to Interstate Commerce Center Planned Area Development (PAD), as part of a block of properties lining the west side of 99th Avenue between Van Buren Street and Roosevelt Street. Multiple amendments over the years have expanded the area of the Interstate Commerce Center PAD and modified the uses permitted within. As of today, the Interstate Commerce Center PAD occupies the entire area bounded by Pierce Street to the north, Van Buren Street to the south, 99th Avenue to the east, and 101st Avenue to the west. It also includes two parcels along the east side of 101st Avenue, between Pierce Street and Roosevelt Street.

While most of the Interstate Commerce Center is in the Business Park designation of the General Plan 2030 Land Use Map, the project site is in the Local Commercial designation (Exhibit C). The Local Commercial designation is intended to provide the daily needs of goods and services for residents in the surrounding area, and allows uses such as grocery stores and other retail, gas stations, and office and medical uses.

Multiple easements exist on the site, including an eight (8) foot public utility easement (PUE) along the east property line of both parcels, a twenty (20) foot private water and sewer easement along the west property line of both parcels, and a fifteen (15) foot access easement and non-build easement along the north property line

of the northern parcel. Additionally, cross-access currently exists between the two parcels involved in this Re-Plat and a third parcel to the south, which is currently developed with a Burger King fast-food restaurant.

The existing uses and zoning of surrounding properties include:

NORTH: A 6.58-acre property zoned Interstate Commerce Center Planned Area Development (PAD) and developed with a multi-tenant building containing mostly wholesale and office uses.

EAST of 99th Avenue: Undeveloped parcels with General Commercial (C-2) zoning within the jurisdiction of City of Tolleson.

SOUTH: A 1.06-acre property zoned Interstate Commerce Park Planned Area Development (PAD) and developed with a Burger King fast-food restaurant.

WEST: A 6.2-acre property zoned Interstate Commerce Park Planned Area Development (PAD) and developed with the 99th Avenue Business Park, a collection of mostly automotive, office, and service uses.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Re-Plat (Exhibit D). The proposed Re-Plat will revise the location of a property line separating two parcels: Lot 2 of "Lots 1 & 2 of Lot 9, Interstate Commerce Center Amended" and Lot 3 of "Lot 9, Interstate Commerce Center Amended". If approved, the Re-Plat will reduce one of the parcels from 0.921 acres to 0.516 acres and enlarge the other parcel from 1.027 acres to 1.432 acres. The Re-Plat is proposed to allow for a carwash on the remaining land north of Burger King.

ANALYSIS:

The proposed Re-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 Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations. The proposed Re-Plat revises the location of an existing property line between two parcels and does not create any new parcels.

DISCUSSION:

1. The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
2. The proposed Re-Plat is in conformance with the Interstate Commerce Center PAD Development Plan, including conditions of approval.
3. The condition of approval is 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.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** Application PL-22-0155 Cobblestone Re-Plat of Lot 2 of "Lots 1 & 2 of Lot 9, Interstate Commerce Center Amended" and Lot 3 of "Lot 9, Interstate Commerce Center Amended", submitted August 3, 2022, subject to the following condition of approval:

1. The recorded plat shall be in conformance with the Cobblestone Re-Plat submitted electronically on August 3, 2022.

PROPOSED MOTION:

I move that City Council **APPROVE** Application PL-22-0155, Cobblestone Re-Plat of Lot 2 of "Lots 1 & 2 of Lot 9, Interstate Commerce Center Amended" and Lot 3 of "Lot 9, Interstate Commerce Center Amended", subject to the one (1) condition of approval as listed in the staff report.

Contact person for document distribution: Ann Dolmage

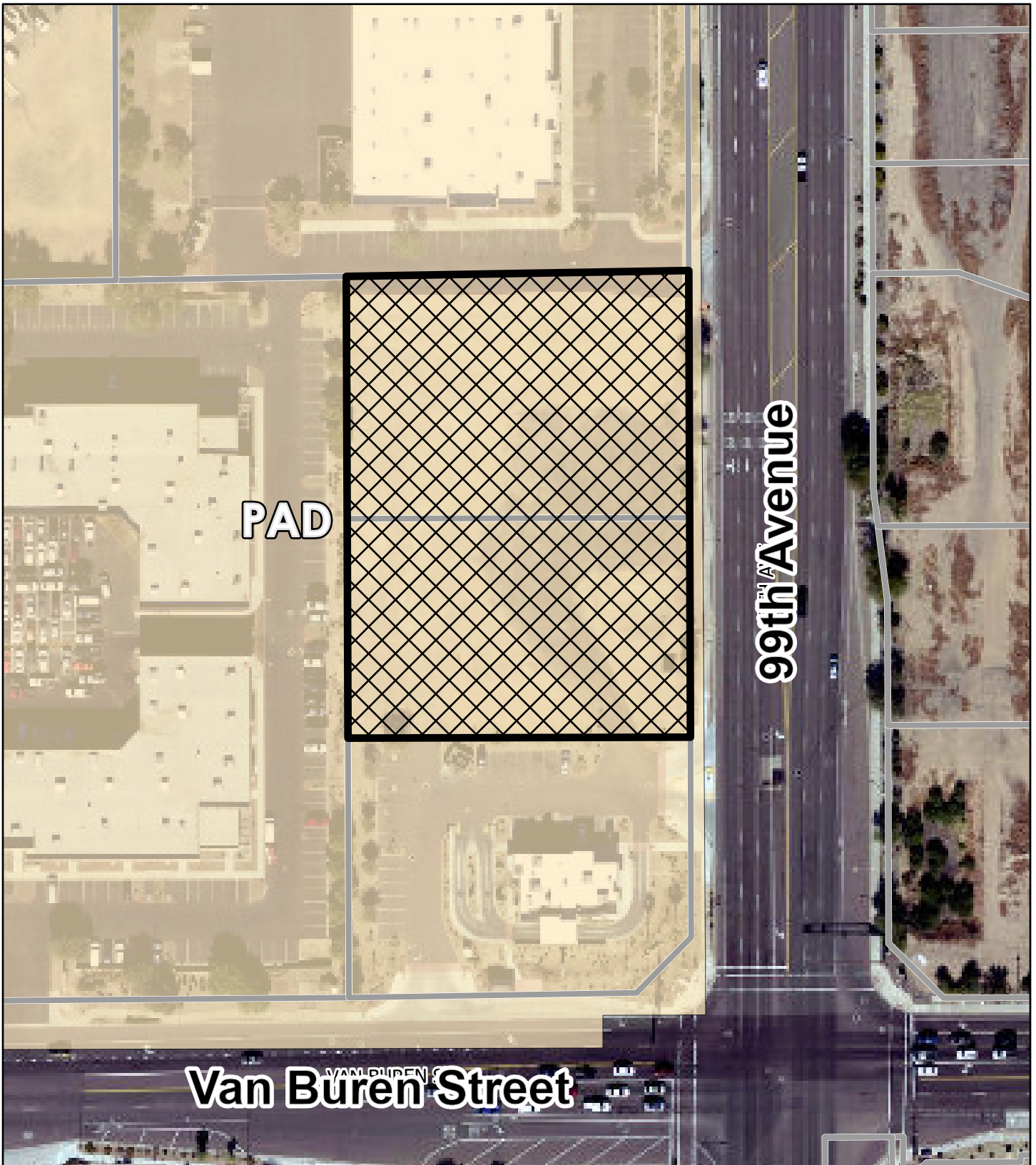


Aerial Photograph

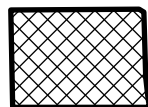


 Subject Property



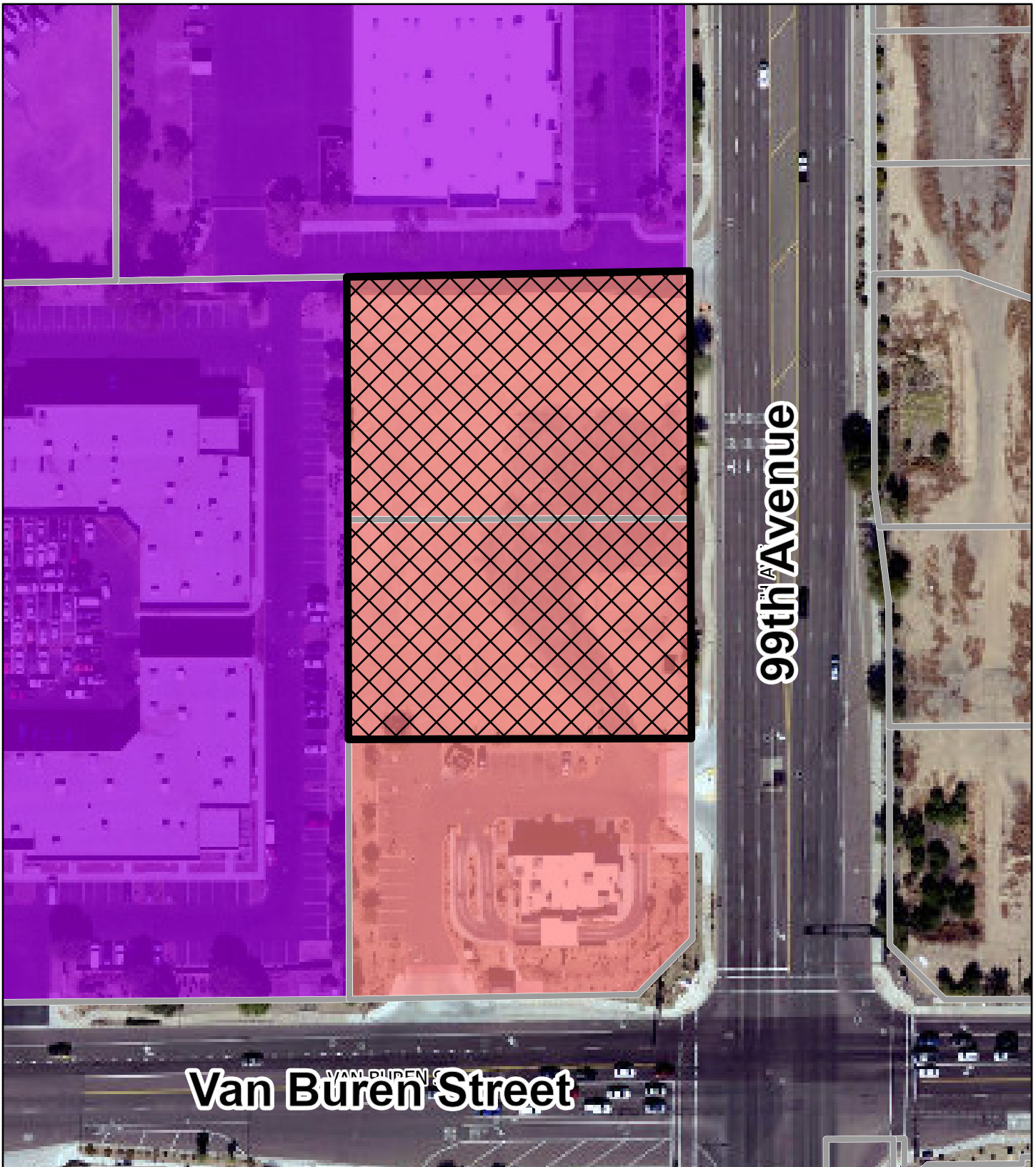


Zoning Vicinity



Subject Property

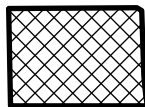




General Plan Land Use



Local Commercial
Business Park



Subject Property



Submitted electronically 8/3/22

FINAL PLAT
"COBBLESTONE - NWC 99TH AVE & VAN BUREN ST"

A RE-PLAT OF LOT 2 OF "LOTS 1 & 2 OF LOT 9, INTERSTATE COMMERCE CENTER AMENDED", ACCORDING TO BOOK 1293 OF MAPS, PAGE 1, AND LOT 3 OF "LOT 9, INTERSTATE COMMERCE CENTER AMENDED", ACCORDING TO BOOK 1196 OF MAPS, PAGE 50, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT COBBLESTONE PHOENIX PROPCO, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, PUBLISH THIS FINAL PLAT UNDER THE NAME OF "COBBLESTONE - NWC 99TH AVE & VAN BUREN ST", A RE-PLAT OF LOT 2, ACCORDING TO BOOK 1293 OF MAPS, PAGE 1, AND LOT 3, ACCORDING TO BOOK 1196, PAGE 50, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND HEREBY PUBLISHES THIS FINAL PLAT AS AND FOR SAID "COBBLESTONE - NWC 99TH AVE & VAN BUREN ST", AND HEREBY DECLARES THAT THIS MAP SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT AND EASEMENT SHALL BE KNOWN BY THE NAME OR NUMBER AS GIVEN EACH RESPECTIVELY.

THERE IS HEREBY DEDICATED A BLANKET CROSS-ACCESS EASEMENT OVER LOTS 1 AND 2 FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR ACCESS.

IN WITNESS WHEREOF, COBBLESTONE PHOENIX PROPCO, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED HIS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY HIS SIGNATURE THEREUNTO DULY AUTHORIZED.

BY: _____
ITS: _____
THIS ____ DAY OF _____, 2022

ACKNOWLEDGMENT

STATE OF _____ } SS
COUNTY OF _____ }

BEFORE ME THIS ____ DAY OF _____, 2022, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED SELF TO REPRESENT THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT AS SUCH, EXECUTED THIS INSTRUMENT FOR THE PURPOSE HEREIN CONTAINED.

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

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

LAND AREA TABLE:

GROSS AREA OF PROJECT	±107,039 S.F./ 2.457 AC.
LOT 1	±22,491 S.F./ 0.516 AC.
LOT 2	±62,374 S.F./ 1.432 AC.
RIGHT OF WAY	±22,174 S.F./ 0.509 AC.

SHEET INDEX:

SHEET 1: DEDICATION
SHEET 2: RE-PLAT

STREET CLASSIFICATION	R.O.W. DEDICATION
LOCAL	5' 0" 5' 0" 5' 0" 5' 0" 5' 0"
COLLECTOR	5' 0" 5' 0" 5' 0" 5' 0" 5' 0"
ARTERIAL	5' 0" 5' 0" 5' 0" 5' 0" 5' 0"

100 YEAR ASSURED WATER SUPPLY:

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

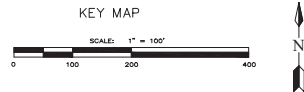
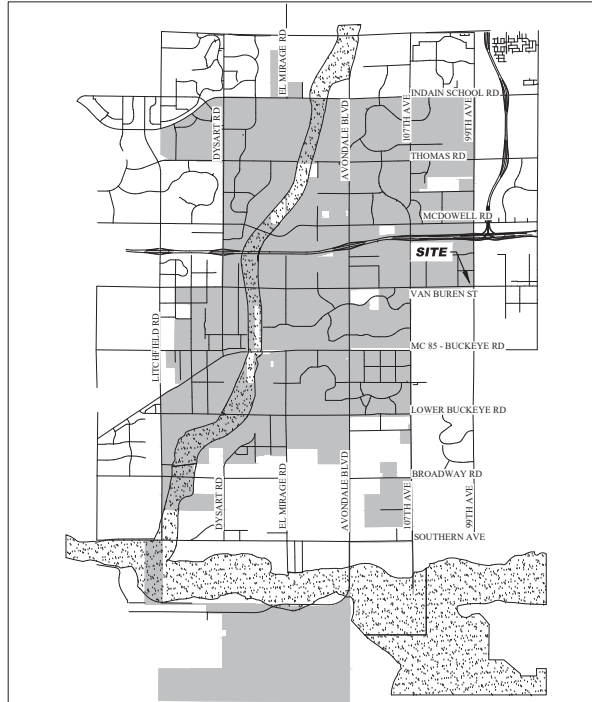
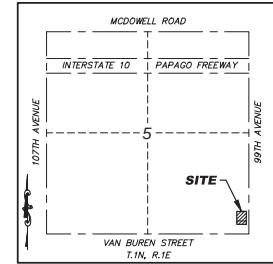


Exhibit D



VICINITY MAP
N.T.S.

OWNER

COBBLESTONE PHOENIX PROPCO, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY
8500 E BAHIA DRIVE, STE 200
SCOTTSDALE, ARIZONA 85260
TUCK BETTIN

ENGINEER

M3 DESIGN
2008 N 7TH AVENUE
PHOENIX, ARIZONA 85007
(480) 922-3156
JESSE MACIAS

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, SAID LINE BEARS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST AS SHOWN IN BOOK 714 OF MAPS, PAGE 50 M.C.R.

NOTES

1. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY IS TO BE MAINTAINED BY THE SITE OWNER, EXCLUDING MEDIANS ON ARTERIAL STREETS.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
3. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
4. ALL EXISTING OVERHEAD UTILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
5. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
6. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
7. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
8. RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100 YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.
9. ALL STORM DRAIN PIPES FROM CATCH BASINS TO RETENTION BASINS SHALL BE MAINTAINED BY THE OWNER.

PARENT PARCEL LEGAL DESCRIPTION

LOT 2 OF LOTS 1 & 2 OF LOT 9, INTERSTATE COMMERCE CENTER AMENDED, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS BOOK 1293 OF MAPS, PAGE 1.

TOGETHER WITH:

LOT 3 OF LOT 9, INTERSTATE COMMERCE CENTER AMENDED, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS BOOK 1196 OF MAPS, PAGE 50.

APPROVALS AND ACCEPTANCE OF DEDICATION

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, THIS ____ DAY OF _____, 2022.

MAYOR _____ DATE _____

ATTEST: CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JUNE, 2022. THAT THE PLAT IS CORRECT AND ACCURATE. THAT THE MONUMENTS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED AND THE LOT CORNERS PERMANENTLY SET.

ERIC SOSTROM, RLS #41894
22425 N. 16TH STREET, SUITE 1
PHOENIX, ARIZONA 85024
480-922-0780
ESOSTROM@RICKENGINEERING.COM

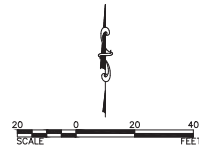


22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024
480.922.0780
RICK ENGINEERING COMPANY
San Diego • Riverside • San Luis Obispo • Sacramento • Orange • Tucson • Phoenix • Las Vegas • Denver
N.T.S.
6/1/2022
TULH SCALE: _____
ELLS DATE: _____
CHECKED BY: _____
DRAWN BY: _____

FINAL PLAT
COBBLESTONE - NWC
99TH AVE & VAN BUREN ST
AVONDALE, ARIZONA

Consolidation of all previous maps and
working days before you begin excavation
CALL 911 or Rick Engineering Co.
PROJECT NO.
09-108
SHEET NO. 1 OF 2

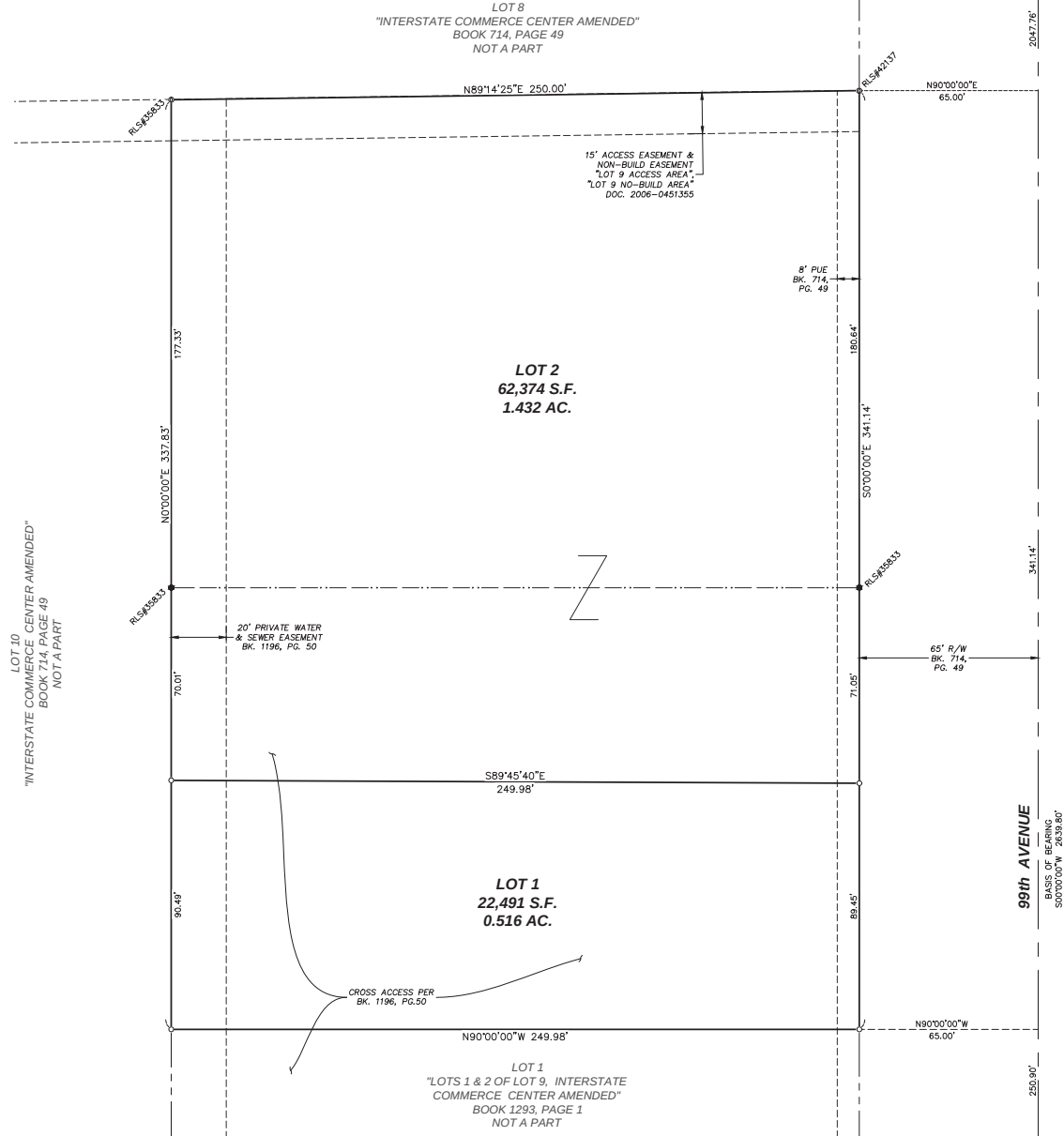
\\ric-rick.com\projects\p_550_01\2009-108 - LOT 9 INTERSTATE COMMERCE CENTER (UNO) (MAPPING)\0108_LOTS-3\PLAT.dwg - © 2022 Rick Engineering Company



LEGEND

- FOUND BRASS CAP IN HANDHOLE
- FOUND 1/2" REBAR AS NOTED
- FOUND PK NAIL AS NOTED
- SET 1/2" REBAR, RLS# 41894
- R/W RIGHT OF WAY
- PUE PUBLIC UTILITY EASEMENT
- DOC. DOCUMENT NUMBER
- SECTION LINE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT
- OLD LOT LINE

LOT 10
"INTERSTATE COMMERCE CENTER AMENDED"
BOOK 714, PAGE 49
NOT A PART



FOUND BRASS CAP IN HANDHOLE
E 1/4, SEC. 5
T.1N., R.1E., G&SRB&M

99th AVENUE

VAN BUREN ST

FINAL PLAT
COBBLESTONE - NWC
99TH AVE & VAN BUREN ST
AVONDALE, ARIZONA



PROJECT NO.
09-108
SHEET NO. 2 OF 2

22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024
480.922.0780

RICK
ENGINEERING COMPANY
San Diego • Riverside • San Luis Obispo • Sacramento • Chicago • Tucson • Phoenix • Las Vegas • Denver
DRAWN BY:
CHECKED BY:
T.L.H. SCALE: 1"=20'
E.L.S. DATE: 6/1/2022



NO.	BY	DATE	REVISION

CITY COUNCIL REPORT

SUBJECT: Capital Improvement Plan Prioritization

MEETING DATE: 9/19/2022

TO: Mayor and Council

FROM: James Milanese, City Projects Administrator, 623-333-1018

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

STRATEGIC PLAN:

Creative and Sustainable Community Development

PURPOSE:

Staff will provide an update to the Fiscal Year 2023 CIP and request input from City Council. This item is for discussion only, input and feedback is requested from City Council.

BACKGROUND:

Higher than expected inflation and supply chain disruptions in the construction industry have caused negative pressure on the budgets of multiple CIP projects. This impact is most greatly felt on the General Fund.

DISCUSSION:

Staff will present an overview of the city's current fiscal position and then a discussion of how to reprioritize the CIP to keep the FY23 at the current budget level and the future fiscal years at the projected levels.

BUDGET IMPACT:

Staff will request guidance on moving budgets between projects.

RECOMMENDATION:

City staff will request input regarding the proposed reprioritization.

Contact person for document distribution: James Milanese

FY2023 CIP Repriority Schedule

List contains all projects that include funding from the General Fund.

Tier A - Significant impact to the community; underfunded

Project	Revised FY2023 Budget (a)	Available FY2023 Budget	% Avail. as of Sept 12	Proposed Transfer (b)
P0032 - Community Center Repurposing	3,402,000	3,050,489	90%	420,000
P0083 - Mountain View Park Expansion	635,000	587,670	93%	200,000
P0174 - Civic Center Park*	3,798,000	3,682,086	97%	(2,230,000)
S0094 - Parking Improvement Fire Station 172	1,067,000	304,993	29%	400,000
S0104 - Fire Station 171	13,414,000	13,414,000	100%	1,600,000
S0105 - Relocate Detention Center & Police Substation	12,242,000	11,013,103	90%	9,000,000

*120k budget overage projected, \$2.3 M in alternative funding sources

Tier B - Current funding matches project need

Project	Revised FY2023 Budget (a)	Available FY2023 Budget	% Avail. as of Sept 12	Proposed Transfer (b)
B0130 - The BLVD Water Feature	264,000	225,317	85%	(220,000)
M0025 - Avondale Visitor and Conference Center	623,000	515,260	83%	(465,000)
P0175 - Aquatic Center	30,005,000	6,718,981	22%	(2,000,000)
One Time Operational Savings				(542,000)
A0050 - Enterprise Asset Management Software	121,000	121,000	100%	
A0227 - Project Management Software	105,000	105,000	100%	
B0093 - Parking Garage at BLVD Park & Ride	3,818,000	873,913	23%	
B0128 - The Blvd Marquee Sign	4,000	4,000	100%	
B0186 - Park Ave Improvement BLVD to Fillmore	2,000,000	2,000,000	100%	
M0027 - Civic Center Library Facility	292,000	169,475	58%	
M0051 - Expand Municipal Court Lobby	793,000	759,210	96%	
M0109 - Resource Center	10,000	10,000	100%	
M0118 - Security Cameras and Equipment	25,000	25,000	100%	
M0125 - Technology for Conference Training Center	17,000	17,000	100%	
M0127 - Tenant Improvement Phoenix Raceway Building	90,000	72,807	81%	
M0176 - Bridge Housing	750,000	744,623	99%	
M0190 - MOSC Security & Workspace Improvement	309,000	308,375	100%	
P0011 - Agua Fria Trail Phase I	66,000	66,000	100%	
P0012 - Agua Fria Trail phase II Pedestrian bridge	1,800,000	1,800,000	100%	
P0015 - Avondale Agua Fria Wetlands Study	235,000	-	0%	
P0034 - Crystal Gardens Trail Improvements	275,000	268,600	98%	
P0055 - Fiber Optic Connectivity in Parks	8,000	-	0%	
P0084 - Multi-Modal Trail System	200,000	200,000	100%	
P0085 - Neighborhood Park Enhancements	668,000	242,249	36%	
P0096 - Parks Federal Grant Compliance	159,000	139,054	87%	
P0145 - Van Buren Multi-Use Path	49,000	49,000	100%	
P0171 - Alamar Community Park	464,000	252,864	54%	
P0193 - Deconcini Park Enhancements	200,000	200,000	100%	
S0107 - Replace Training Facility Support Building	27,000	14,350	53%	
S0142 - Training Center Site Improvement	172,000	35,505	21%	
S0146 - Van Buren Street Fire Station	2,000,000	1,600,525	80%	
S0197 - Old Town Facilities Repurpose Study	100,000	100,000	100%	
S0198 - Police Communication Bureau Remodel	160,000	160,000	100%	
S0228 - Avondale Blvd & Broadway Road Fiber	1,600,000	1,600,000	100%	
T0009 - ADA and Sidewalk Gap Study	114,000	17,752	16%	
T0028 - Civic Center Marquee Sign	5,000	5,000	100%	
T0031 - Communication Conduit & Fiber Backbone	1,336,000	773,154	58%	
T0037 - Digital Message Board Signs	28,000	28,000	100%	
T0039 - Dysart Rd & Western Ave Roundabout Study	28,000	15,031	54%	

(a) - The total project budget for all funding sources.

(b) - Proposed transfers are within the General Fund only.

FY2023 CIP Repriority Schedule

List contains all projects that include funding from the General Fund.

Tier B - Current funding matches project need

Project	Revised FY2023 Budget (a)	Available FY2023 Budget	% Avail. as of Sept 12	Proposed Transfer (b)
T0046 - Dysart Road Traffic Flow	406,000	406,000	100%	
T0068 - Glen Arm Farms Geo Analysis	15,000	15,000	100%	
T0092 - Palm Lane - 116th Ave to 118th Ave	55,000	55,000	100%	
T0110 - Right Turn Lane at 107th Avenue	100,000	100,000	100%	
T0122 - Street Light Infill Program	93,000	93,000	100%	
T0140 - Traffic Signal Harbor Shores & McDowell	19,000	8,989	47%	
T0161 - Western - Central to 4th Ave	50,000	50,000	100%	
T0162 - Western Ave Decorative String Light	320,000	320,000	100%	
T0163 - Western Ave Pedestrian Streetlights	105,000	105,000	100%	
T0183 - Indian Spring Road Phase 1	699,000	306,569	44%	
T0244 - Sidewalk El Mirage Rd Calle Hermosa	200,000	200,000	100%	
U0172 - Irrigation Pipe Replacement Thomas Rd	938,000	937,635	100%	

Tier C - Important projects where main goal can be achieved for less

Project	Revised FY2023 Budget (a)	Available FY2023 Budget	% Avail. as of Sept 12	Proposed Transfer (b)
M0021 - City Hall Building Renovation	650,000	634,930	98%	(620,000)
M0029 - Civic Center Plaza Improvements	599,000	483,832	81%	(483,000)
M0195 - Raceway Building 2nd Floor	1,675,000	1,675,000	100%	(1,155,000)
M0242 - Sound Wall Visitor Conference Center	50,000	50,000	100%	(40,000)
T0230 - Avondale Blvd South of Lower Buckeye Rd	1,050,000	1,050,000	100%	(1,050,000)

Tier D - Amenity Items

Project	Revised FY2023 Budget (a)	Available FY2023 Budget	% Avail. as of Sept 12	Proposed Transfer (b)
B0129 - The BLVD Multi-Tenant Monument Sign	200,000	200,000	100%	(200,000)
M0188 - Jury Room Expansion Study & Design	100,000	100,000	100%	(100,000)
P0113 - Sand Volleyball Courts	1,880,000	1,767,381	94%	(1,767,000)
T0017 - Avondale BLVD Landscape & Median	459,000	448,876	98%	(448,000)
T0243 - Raceway Pedestrian Bridge	300,000	300,000	100%	(300,000)
Total	93,441,000	61,596,596		-

(a) - The total project budget for all funding sources.

(b) - Proposed transfers are within the General Fund only.