



City of Avondale
City Council Meeting
Monday, December 5, 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

Ron Corbin, City Manager

Cherlene Penilla, Assistant City Manager | Tracy Stevens, Deputy 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, December 5, 2022

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

A reception for outgoing Council Member Bryan Kilgore will be held at 5:00 P.M. in the lobby of City Hall. The Avondale City Council will be in attendance at the reception; no City business will be conducted.

**SPECIAL MEETING
5:30 PM**

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. PROCLAMATION - HONORING OUTGOING COUNCIL MEMBER KILGORE

The City Council will present a Proclamation honoring Bryan Kilgore for his service to the community as both a past Vice Mayor and Council Member. This item is for discussion only.

3. CITIZEN LEADERSHIP ACADEMY

The 2022 Avondale Citizens Leadership Academy graduates will be recognized for completion of the program. This item is for discussion only.

4. EMPLOYEE INTRODUCTIONS

Various Public Works department employees will be introduced to the City Council. This item is for discussion only.

5. ADJOURNMENT

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. PRESENTATIONS

a. DIGITAL CITIES AWARD PRESENTATION

City Council will receive an update from staff on the 2022 Digital Cities Awards competition, recognizing Avondale as the 1st place finisher. This item is for discussion only.

4. CONSENT AGENDA

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

a. MINUTES

City Council will consider a request to approve the November 7, 2022 City Council meeting and the November 7, 2022 Joint City Council and Planning Commission meeting minutes. The Council will take appropriate action.

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

City Council will consider a request to: (a) appoint Christopher Thompson as the Chair of the Planning Commission and Larry White as the Vice Chair of the Planning Commission for the remainder of the 2023 calendar year; and (b) appoint Carolyn Jones as the Chair of the Board of Adjustment and Kenneth Shoaff as the Vice Chair of the Board of Adjustment for the 2023 calendar year . The Council will take appropriate action.

c. REAPPOINTMENT OF MEMBERS TO THE CITY'S BOARDS, COMMISSIONS AND COMMITTEES

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

d. SETTLEMENT AGREEMENT AND PAYMENT FOR THE CLAIM OF JAMES HOLLAND, SR.

City Council will consider a request to approve the settlement agreement with the heirs of James Holland, Sr. in the amount of \$2,000,000 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. FIRE, EMERGENCY MEDICAL, AND RESCUE RESPONSE AGREEMENT WITH AMERICAN MEDICAL RESPONSE (FORMERLY KNOWN AS RURAL/METRO) FIRE DEPARTMENT

City Council will consider a request to approve the Fire, Emergency Medical, and Rescue Response Agreement with American Medical Response (formerly known as Rural/Metro) Fire Department in the unincorporated areas of the City and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 1078-1222 - INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR CITYWIDE EMERGENCY VEHICLE PREEMPTION (EVP)

City Council will consider a request to adopt Resolution 1078-1222 authorizing an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for the citywide Emergency Vehicle Preemption project allowing ADOT to oversee the procurement and installation of project devices, and authorize the Mayor or City Manager, City Attorney and City Clerk, to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 1079-1222 - APPROVING AN INTERGOVERNMENTAL AGREEMENT - AUTOMATIC AID SYSTEM

Staff requests that the City Council adopt Resolution 1079-1222 approving an Intergovernmental Agreement with Phoenix and 22 other valley jurisdictions relating to the Regional Metropolitan Phoenix Fire Service Automatic Aid System with an effective date of December 20, 2022, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. ORDINANCE 2066-1222 ABANDONMENT OF PUBLIC DRAINAGE EASEMENT

City Council will consider a request to adopt Ordinance 2066-1222 authorizing the abandonment of a public drainage easement located generally south of The Boulevard (formerly City Center Drive), and east of Avondale Boulevard, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. ORDINANCE 2067-1222 – SOUTHWEST GAS EASEMENT FOR THE AVONDALE AQUATIC CENTER

City Council will consider a request to adopt Ordinance 2067-1222 authorizing the granting of a natural gas easement to Southwest Gas (SW Gas) in connection with the Avondale Aquatic Center Project and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. ORDINANCE 2068-1222 - LOWER BUCKEYE ROAD RIGHT-OF-WAY ANNEXATION

City Council will consider a request to adopt Ordinance 2068-1122 authorizing the annexation of a portion of Lower Buckeye Road right-of-way from 4th Street to Litchfield Road and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. AVONDALE COMMONS – FINAL PLAT - APPLICATION PL-22-0221

City Council will consider a request by Nicholas Maxwell, of Coe and Van Loo Consultants, Inc., on behalf of property owner Overland Group for approval of a Final Plat – Avondale Commons located at the northwest corner of McDowell Road and Avondale Boulevard. The proposed Final Plat splits a 24.68 gross acre parcel into seven (7) lots, dedicates an eight (8) foot Public Utility Easement along both Avondale Boulevard and McDowell Road, and dedicates 0.56 acres of right-of-way along both streets. The Council will take appropriate action.

5. REGULAR AGENDA

a. PUBLIC HEARING – STONECREEK ANNEXATION– APPLICATION PL-22-0234

City Council will hold a public hearing regarding a request by Clayton Corwin, StoneCreek Company, (on behalf of the property owner Stead Family PVHCMF Charitable Remainder Unitrust) to annex approximately 18.9 acres of land located approximately 1,280 feet west of the southwest corner of 107th Avenue and McDowell Road. This item is for discussion and public hearing only; no action is required.

b. PUBLIC HEARING AND RESOLUTION 1076-1122 – THREE RIVERS RANCH MAJOR GENERAL PLAN AMENDMENT – APPLICATION PL-22-0050

City Council will hold a public hearing and consider a request to adopt Resolution 1076-1122, approving a request by Alex Hayes of Withey Morris PLC for a Major Amendment to the Avondale General Plan 2030 Land Use Map for Three Rivers Ranch, a proposed 193.98 gross acre planned development west of the intersection of Broadway Road and Dysart Road. The proposed Major General Plan Amendment, if approved, will amend the General Plan 2030 Land Use Map designations for the property from Estate/Low Density Residential and Mixed-Use to Medium Density Residential and Medium/High Density Residential. The Council will take appropriate action.

c. PUBLIC HEARING AND ORDINANCE 2064-1122 – THREE RIVERS RANCH ANNEXATION – APPLICATION PL-22-0111

City Council will hold a public hearing and consider a request to adopt Ordinance 2064-1122, approving a request by Mr. Alex Hayes of Withey Morris PLC to begin the annexation process of approximately 196.89 acres located west of the intersection of Broadway Road and Dysart Road. The Council will take appropriate action.

d. PUBLIC HEARING AND ORDINANCE 2065-1122 – THREE RIVERS RANCH REZONING TO PLANNED AREA DEVELOPMENT (PAD) – APPLICATION PL-22-0110

City Council will hold a public hearing and consider a request to adopt Ordinance 2065-1122, approving a request by Alex Hayes of Withey Morris PLC to rezone approximately 193.98 acres located west of the intersection of Broadway Road and Dysart Road from Rural Residential (RR-43) to Planned Area Development (PAD). The proposed Three Rivers Ranch PAD is planned for the development of 530 single-family residential detached home lots, 120 townhomes (attached single-family residential homes), and 311 multi-family residential apartment units (1- and 2-story individual casita style apartment units). The Council will take appropriate action.

e. COUNCIL APPOINTMENTS TO THE AUDIT COMMITTEE

City Council will consider a request to appoint the following individuals to the Audit Committee: a) A member of City Council with a term to expire on December 31, 2023; b) A member of City Council with a term to expire on December 31, 2024; c) A member of City Council with a term to expire on December 31, 2025; d) Norma Pacheco with a term to expire on December 31, 2024; e) Michael McGee with a term to expire on December 31, 2025; f) Renee Weatherless, Finance and Budget Director, as a non-voting member; and g) appoint Ron Corbin, City Manager, as a non-voting member. The Council will take appropriate action.

6. ADJOURNMENT INTO EXECUTIVE SESSION

City Council will consider a request to adjourn the Regular Meeting and hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(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 claim of Samuel and Javier Castaneda.

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.



Farewell Reception

Monday, December 5, 2022

Avondale City Hall | 11465 W. Civic Center Drive

In recognition of our outgoing Council Member,

Bryan Kilgore

for his years of dedication to the City of Avondale.

Avondale

Reception | 5:00 PM

Special City Council Meeting | 5:30 PM

CITY COUNCIL REPORT

SUBJECT: Proclamation - Honoring Outgoing Council Member Kilgore

MEETING DATE: 12/5/2022

TO: Mayor and Council

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

THROUGH: Cherlene Penilla, Assistant City Manager, (623) 333-1014

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

Not Applicable

PURPOSE:

The City Council will present a Proclamation honoring Bryan Kilgore for his service to the community as both a past Vice Mayor and Council Member. This item is for discussion only.

BACKGROUND:

Through a City Council selection process to fill a vacancy, Council Member Bryan Kilgore was originally appointed to be a Council Member in February 2014. He was later elected by the voters of the City of Avondale to be a Council Member in August 2014 and again in August 2018. Council Member Kilgore served as the Vice Mayor from September 2017 to January 14, 2019.

Pursuant to Article II of the Avondale City Charter, no person shall hold the office of Council Member for more than 8 years (excluding terms of being appointed). Council Member Kilgore has reached his term limit and his last day on the Avondale City Council will be December 31, 2022.

DISCUSSION:

Council Member Kilgore has been a pillar of civic engagement in the Avondale community. Over the years, he has served on the Avondale Municipal Art Committee, Capital Improvement Plan Citizens Committee, the Neighborhood and Family Services Commission, Public Safety Retirement Pension Board, and the Risk Management Trust Fund Board. Council Member Kilgore's impact on the Avondale community cannot be overlooked, and he will be sorely missed.

BUDGET IMPACT:

Not Applicable

RECOMMENDATION:

This item is for discussion only.



Proclamation Honoring Council Member Bryan Kilgore

December 05, 2022

A proclamation of the Council of the City of Avondale, Arizona, honoring Council Member Bryan Kilgore for his dedicated service to the Avondale community as a City Council Member.

WHEREAS, Bryan Kilgore answered the call to service in February 2014, when he was appointed to be a Council Member; and

WHEREAS, Bryan Kilgore was elected by the voters of the City of Avondale to be a Council Member of the City of Avondale at the August 2014 Election; and

WHEREAS, Bryan Kilgore was re-elected as Council Member of the City of Avondale at the August 2018 Election; and

WHEREAS, Bryan Kilgore served as Vice Mayor from September 2017 to January 2019, where he performed the duties of the Mayor during absences of the Mayor; and

WHEREAS, Bryan Kilgore has been a pillar of civic engagement in the Avondale community having served on the Avondale Municipal Art Committee, Capital Improvement Plan Citizens Committee, the Neighborhood and Family Services Commission, Public Safety Retirement Pension Board, and the Risk Management Trust Fund Board.

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

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

Mayor

Attest:

City Clerk

CITY COUNCIL REPORT

SUBJECT: Citizen Leadership Academy

MEETING DATE: 12/5/2022

TO: Mayor and Council

FROM: Katrece Swenson, Senior Management Analyst, (623) 333-1031

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

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

PURPOSE:

The 2022 Avondale Citizens Leadership Academy graduates will be recognized for completion of the program. This item is for discussion only.

BACKGROUND:

The ten-week Citizens Leadership Academy offers a comprehensive, behind-the-scenes perspective of Avondale City government. The goal of the Citizens Leadership Academy is to acquaint residents of Avondale with the City goals, organizational structure, and operations. Participation in the program is free and is open to individuals 18 years and older who live in Avondale.

DISCUSSION:

The Mayor, Vice Mayor, and City Council will recognize graduates of the Avondale Citizens Leadership Academy for demonstration of civic engagement through participation in the program.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

This item is for information only.

Contact person for document distribution:

CITY COUNCIL REPORT

SUBJECT: Digital Cities Award Presentation

MEETING DATE: 12/5/2022

TO: Mayor and Council

FROM: Jeff Scheetz, Chief Information Officer, (623) 333-5011

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

PURPOSE:

City Council will receive an update from staff on the 2022 Digital Cities Awards competition, recognizing Avondale as the 1st place finisher. This item is for discussion only.

BACKGROUND:

Avondale's Information Technology Department and the City received a 1st place recognition in the 2022 eRepublic Digital Cities competition this year and has placed in the top 10 for the last five years. The Digital Cities award competition salutes skilled and effective cities who have implemented transparent and innovative digital solutions.

DISCUSSION:

For the 2022 Digital Cities competition, Government Technology recognized Avondale's technology efforts in the population category between 75,000-125,000. The Digital Cities awards were presented on November 17 at the National League of Cities Conference in Kansas City. Jeff Scheetz and Mark Neerings were present to receive the award for Avondale.

BUDGET IMPACT:

No Impact.

RECOMMENDATION:

This item is for discussion only.

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 12/5/2022

TO: Mayor and Council

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

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other. The approval of this agenda item provides residents with access to a previous meeting's minutes, which includes a summary of the meeting. The minutes are posted online where residents can access and read the summary. The minutes provide another outlet for residents to connect with the City Council.

PURPOSE:

City Council will consider a request to approve the November 7, 2022 City Council meeting and the November 7, 2022 Joint City Council and Planning Commission 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 November 7, 2022 City Council meeting and the November 7, 2022 Joint City Council and Planning Commission meeting minutes.

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
November 7, 2022

A **Special Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 5:31 p.m.

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

Members Absent (Excused Absence): Council Member Curtis Nielson.

Other Municipal Officials Present: Cherlene Penilla, Acting City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Margaret Carey, Deputy City Clerk; Ken Chapa, Economic Development Services Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Ted Flores, Human Resources Assistant Director, Craig Jennings, Judge; Corey Larriva, Parks & Recreation Assistant Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development Services Director; Abril Ruiz-Ortega, Court Administrator; Larry Rooney, Acting Fire Chief; Pier Simeri, Marketing and Public Relations Director; Aric Stewart, Engineering Director; Michael Wallace, IT Desktop Technician III; and Renee Weatherless, Finance and Budget Director.

**Andrea Dumbrell, Human Resources Director, attended the meeting virtually.*

Audience: Approximately ten 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.

Court - Employee Announcements

- Yadira Lara, Court Clerk II - Master of Science in Clinical Mental Health Counseling

Finance and Budget Department - Employee Introductions

- Deborah Carreon, Accountant
- Stephanie Cooper, Procurement Buyer

Human Resources Department - Employee Introductions

- Janet Dayer, Sr. HR Analyst
- Liana Bell, Organizational Development/Training Manager

City Manager's Office - Employee Introductions

- Liz Barker Alvarez, Intergovernmental Affairs Administrator

3. RECOGNITION OF JULIE GIESE, PRESIDENT OF PHOENIX RACEWAY

City Council recognized Julie Giese, President of Phoenix Raceway, for her efforts in a successful partnership between the City of Avondale and Phoenix Raceway. This item was for discussion only.

4. ADJOURNMENT

There being no further business before the Council, Council Member Pineda moved to adjourn the Special Meeting; Council Member Solorio seconded the motion.

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

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

Meeting adjourned at 5:53 p.m.

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 6:01 p.m.

Mayor Kenn Weise led the Pledge of Allegiance, followed by a moment of silent reflection.

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

Members Absent (Excused Absence): Council Member Curtis Nielson.

Other Municipal Officials Present: Cherlene Penilla, Acting City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Margaret Carey, Deputy City Clerk; Ken Chapa, Economic Development Services Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Ted Flores, Human Resources Assistant Director, Corey Larriva, Parks & Recreation Assistant Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development Services Director; Larry Rooney, Acting Fire Chief; Pier Simeri, Marketing and Public Relations Director; Aric Stewart, Engineering Director; Michael Wallace, IT Desktop Technician III; and Renee Weatherless, Finance and Budget Director.

**Andrea Dumbrell, Human Resources Director, attended the meeting virtually.*

Audience: Approximately ten members of the public were present.

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

2. UNSCHEDULED PUBLIC APPEARANCES

Allyson Cooke discussed the artwork she has done for the City with subjects including the Raceway, metal statues, sports complex, the Estrella Mountains and local geese. She donated a painting to Council Member Solorio.

Chiquita Johnson spoke about assisting Avondale youth with volunteer work in the community. She provided comments regarding the homeless population in the vicinity of Western. Ms. Johnson was provided with the contact information of City personnel to assist her.

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 Kilgore, seconded by Council Member Conde, to approve the Consent Agenda.

Upon vote, the motion carried unanimously 6 to 0.

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

a. MINUTES

City Council approved the October 3, 2022 and October 17, 2022 City Council meeting minutes.

b. LIQUOR LICENSE - SERIES 6 (BAR) - CLUB SANTA FE - CHANGE OF OWNERSHIP

City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 6 (Bar) liquor license submitted by Jeffrey Craig

Miller for the sale of alcohol at Club Santa Fe, located at 10907 West Buckeye Road in Avondale and authorized the City Clerk to execute the necessary documents.

c. RESOLUTION 1075-1122 – DEVELOPMENT AGREEMENT WITH MCDONALD'S REAL ESTATE COMPANY

City Council adopted Resolution 1075-1122 authorizing approval of a Development Agreement with McDonald's Real Estate Company towards the reimbursement of costs associated with the construction of an on-site underground retention basin and authorized the Mayor, the City Manager, the City Clerk and the City Attorney to execute the necessary documents.

d. ASCEND AVONDALE - FINAL PLAT APPLICATION PL-22-0187

City Council approved a request by Ted Luther with Hilgart Wilson LLC, approving a Final Plat; the proposed Final Plat subdivides the property into five (5) parcels of varying sizes with required public right-of-way, public utility easements, temporary drainage easements, and access easements for a total platted area of 39.56 net acres, located at the southeast corner of Dysart and Indian School roads.

e. AUTHORIZATION TO PROCEED WITH ANNEXATION – STONECREEK – APPLICATION PL-22-0234

City Council approved a request by Clayton Corwin, StoneCreek Company, (on behalf of the property owner Stead Family PVHCMF Charitable Remainder Unitrust) to begin the annexation process of 18.9 acres of land located approximately 1,280 feet west of the southwest corner of 107th Avenue and McDowell Road.

4. REGULAR AGENDA

a. PUBLIC HEARING – THREE RIVERS RANCH ANNEXATION – APPLICATION PL-22-0111

City Council held a public hearing regarding a request by Mr. Alex Hayes, Withey Morris PLC, to begin the annexation process of approximately 196.89 acres located west of the intersection of Broadway Road and Dysart. This item was a public hearing and for discussion only.

Jani Wertin, Planner, presented the following:

Ms. Wertin provided an overview of the site location (consisting of three parcels and a portion of Dysart right-of-way), attributes and surrounding uses. Two properties are involved with the request, including Three River Ranch, LLC (109.02 acres) and Lakin Estrella Limited Ranch Partnership (3.5 acres). A 2.91 acre strip of adjoining Dysart Road right-of-way is included. Current county zoning is Rural (RU-43) and Avondale's equivalent zoning is Rural Residential (RR-43). There are two concurrent requests with the annexation, including a Major General Plan Amendment, which would amend the land use designation from Mixed Use and Estate Low Density Residential to Medium Density Residential and Medium High Density Residential. There is also a rezone request to rezone from RR-3 to Three Rivers Ranch Planned Area Development. All notifications have been completed and no public comments have been received.

Mayor Weise opened the public hearing and did not receive any requests to speak. Mayor Weise closed the public hearing and received no further comments from Council.

b. ESTABLISH NEW PAY STEP/RANGE FOR POLICE RECRUITS, POLICE OFFICERS, POLICE SERGEANT, AND POLICE LIEUTENANT

City Council received an update from staff regarding the state of the economy and considered the following: a request to approve changes discussed in the October 3rd, 2022 Council Meeting to the Avondale Police Officers' Pay Scale with an effective date of January 9, 2023; and the approval of authorizing staff to execute the necessary documents.

Police Chief, Memo Espinoza, discussed that the new structure will address concerns previously identified, including: Established steps are not within industry norms and existence of overlap between top out and starting pay for sergeants and lieutenants.

Proposed solutions include:

- Reduce police officer steps from 16 to 9
- Reduce sergeant steps from 10 to 6
- Eliminate training step
- Increase steps to 5 percent
- Maintain existing police top out rate
- Maintain existing sergeant step 1 rate
- Increase lieutenant starting pay

Rene Weatherless, Finance and Budget Director, provided an overview on the financial forecast, which has been updated to balance ongoing revenue and expenses.

The City Manager's recommended budget adjustments to cover \$1.3 million cost of the new step and pay structure include:

- Position eliminations, resulting in \$924,000 budget savings:
 - Deputy City Manager
 - Development & Engineering Service Director
 - Revitalization Manager
 - Business Development Manager
 - Management Associate
- Reduction to Economic Opportunities Fund: \$400,000

Recommendations for approval include:

- Proposed changes to the Police Department's Officer, Sergeant and Lieutenant pay step/range system
- Effective date of January 9, 2023, which is the first pay period of 2023 to implement pay changes

- Budget transfers required to offset additional costs

Mayor Weise noted that he had previously requested to have this item pulled and postponed from the agenda, due to a lack of clarity on specific items. He also preferred to have the new City Manager have a say in the process. Also, given the pending state elections, there may be impacts on rental and food taxes. The City recently provided a cost of living raise to most or all employees during a time where inflation is active and not slowing down. He asked how a potential additional cost of living raise, necessitated by rising inflation, would impact the proposed new step and salary structure. Ms. Weatherless acknowledged that there was a mid-year adjustment at the end of Fiscal Year 2022, going into 2023. The five percent for Fiscal Year 2023 was a two-part structure, with 2.5 merit and 2.5 cost of living. When looking at the forecast on an annual basis, staff is factoring in a cost of living adjustment of five percent on payroll.

Council Member Kilgore thanked staff for listening to and addressing Council's concerns. He supports the new structure and the message of appreciation and recognition that it conveys to the department staff.

Council Member Pineda thanked staff for the presentation, particularly in terms of the financial details relevant to the decision-making process.

Council Member Conde thanked staff for providing the economic data necessary to account for the proposed step and rate adjustments. She inquired about making the changes effective in December, rather than January, 2023.

Cherlene Penilla, Acting City Manager, stated that changing the date would result in a cost increase of approximately \$100,000. The funding would have to come from the Economic Opportunity Fund. She stressed the importance of maintaining the January 9, 2023 implementation date, which is the first pay period in 2023. Otherwise, she will need to identify another existing position(s) that can be eliminated from the budget in order to meet the shortfall required for earlier implementation of the new structure. Council Member Conde noted that Police Department staff have been very patient and reiterated the need for implementation as soon as possible.

Vice Mayor Malone asked for the salary savings for the currently open positions for sworn officers/police officers. Chief Espinoza said there are currently 14.5 sworn officer vacancies and 10.5 nonsworn vacancies. Vice Mayor Malone asked Ms. Weatherless to provide a total amount of salary savings for the vacancies, noting that this will likely cover the \$100,000 required to implement the changes in December. Ms. Weatherless acknowledged that the savings in budget from the vacancies would exceed the amount required to have the changes go into effect this year.

Council Member Solorio thanked police department staff who were present at the meeting. She agreed with a December implementation timeline. Vice Mayor Malone also thanked department staff for their service to the community.

Mayor Weise asked for the date of original proposal for reducing the steps. Chief Espinoza estimated a time frame of June, 2022.

William Penny, President of the Avondale Police Association, commented that the Association did not ask for the proposal this year. They had previously requested the changes several years ago. The current proposal originates with the Chiefs and with City management. This proposal will help Avondale meet the national standards. Most national and state departments have eight or nine step pay scales.

Mayor Weise commented that there is a push to eliminate rental tax and food tax from city budgets. This would result in \$10 million loss for Avondale's budget. Depending on the results of the pending election, he will request a partnership with the Association to ensure that City revenues are protected and that public safety is a number one priority.

Ms. Penilla commented that the City prefers to make pay rate changes at the beginning of a pay period, which simplifies the budget and payroll process. As such, for an effective beginning time in December, she suggested that the changes be effective on the pay period beginning November 28, 2022.

Council Member Conde moved to approve the proposed changes to the Avondale Police Officers' Pay Scale to be effective November 28, 2022 and authorize staff to execute the necessary documents; Council Member Solorio seconded the motion.

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

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

5. ADJOURNMENT

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

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

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

Meeting adjourned at 6:44 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 7th day of November. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Carrillo, City Clerk

Date Approved by City Council

**MINUTES OF THE AVONDALE
CITY COUNCIL & PLANNING COMMISSION
JOINING WORK SESSION
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
November 7, 2022**

A **Joint Work Session** of the City Council and the Planning Commission of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 7:02 p.m.

Members Present: Mayor Kenn Weise; Vice Mayor Veronica Malone; Council Members Tina Conde, Bryan Kilgore, Mike Pineda, Gloria Solorio; Planning Commission Chair Chris Thompson; Planning Commission Vice Chair Lisa Osborne; Planning Commissioners Alisha Meginnis; Denise Stanfield; Larry White; and Alternate Commissioner Julia Arnette.

Members Absent (Excused Absence): Council Member Curtis Nielson.

Members Absent (Unexcused Absence): Commissioners Alan Agundez Castillo and Linda Warren.

Other Municipal Officials Present: Cherlene Penilla, Acting City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Corey Larriva, Parks & Recreation Assistant Director; Chris Lopez, Neighborhood and Family Services Director; Jodie Novak, Development Services Director; Pier Simeri, Marketing and Public Relations Director; Michael Wallace, IT Desktop Technician III; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately ten members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. GENERAL PLAN UPDATE - CITY COUNCIL AND PLANNING COMMISSION WORK SESSION

City Staff and consultants from Michael Baker International conducted a City Council and Planning Commission Work Session as part of the General Plan Update. The Work Session provided City Council and Planning Commission with an opportunity to provide guidance and direction for updates to the General Plan 2030 document reflecting the City's vision and goals for the City's future growth and development.

Jodie Novak, Development Services Director, presented the following:

Ms. Novak stated that the purpose of the session is to provide an overview of the General Plan update process. The General Plan was ratified by voters with 78 percent approval.

The land use map was created in conjunction with this process. The General Plan comprises the City's general comprehensive long-range statement of goals and policies. It is hoped that the current planning process will be concluded in August of 2023. A brief overview of the timeline was provided. Questions for the joint session include what goals and trends should shape the City's future. The General Plan 2030 document is a long-term document. In 2021, the City worked to adopt a strategic plan and the General Plan update should align with the City's strategic goals. Staff welcomes comments regarding areas of interest, including land uses and various other categories.

Vice Mayor Malone inquired as to the total mileage of county land and what amounts will be annexed into Avondale. Ms. Novak said she did not immediately have the figure, but would work with staff to determine an estimate.

Ms. Novak stated that in 2020, the projected population of Avondale was 86,698. This has been surpassed to total 89,334 as of 2021. The projection for 2030 is over 101,000. This does not take into consideration the area south of the Estrella Mountains. Currently, Maricopa Association of Governments (MAG), estimates that 76 percent of residential units in Avondale are single family homes, 20 percent multifamily residential units and 4 percent mobile home. Council Member Pineda asked for the date that the data was pulled. Ms. Novak said it was from January, 2021. Mayor Weise commented that many years ago, during a Council discussion, it was stated that at build-out north of the Estrellas would be approximately 160,000 residents. While changes have been made since that estimate was derived, it seems likely that buildout will be between 140,000 to 160,000.

Vice Mayor Malone asked for an estimated number of building permit refund requests by developers who have cited current market conditions as the reason. Ms. Novak clarified that this has occurred only in the last couple of months. There was one builder and one master plan community that submitted permits and then requested a refund.

Vice Chair Osborne asked if staff has contacted the Arizona Multi-Housing Association to gather data on the total number of units. Ms. Novak stated that MAG works with the Arizona Multi-Housing Association to track these figures.

Council Member Conde asked for clarification on the 20 percent multi-family residential statistic for Avondale. Ms. Novak stated that the figure includes multi-family developments that have had a building permit and actually been constructed. Simply having a multi-family zoning designation with actual construction does not mean it is included in the 20 percent figure.

Ms. Novak stated that north of Southern Avenue, in the vicinity of SR30, nine percent of the land is vacant and 91 percent built-out. Buildout is only based on land legally annexed into the City's jurisdiction. South of Southern Avenue is two percent of vacant land and 98 percent of it is built-out. Currently, included parcels annexed in the City, 60 percent of land is vacant and 94 percent built-out. Additional annexation through developers will change these figures.

Vice Chair Osborne referenced water allocation credits. She asked whether the City obtains credits when it annexes property from the County. Ms. Novak stated that the City does not acquire credits for whatever the County had in its portfolio. Kirk Beaty, Public Works Director, added that if the City annexes a portion from Maricopa County, the expectation is that the developer would bring the water rights with them. The developer would be required to determine how it would acquire necessary water, either through a water right or purchase of credits.

Mayor Weise commented that Wigwam, for example, owns its own water and has an SRP canal. They are free to do whatever they wish with their water. If they were to sell the property, they would sell the water rights with the property.

Ms. Novak asked Council members and commissioners to identify locations or features in Avondale that they wish to focus on in the future. Current hot topics include SR30, the Gila River area and the Estrella Mountain area.

Mayor Weise asked Ms. Novak to comment on Rio Reimagined. Ms. Novak stated that it involves the Gila River. It was John McCain's vision that the river from the City of Phoenix through Tempe, going through Tolleson, Avondale, Goodyear to Buckeye would be preserved and restored to its original habitat. Avondale, Buckeye and Goodyear previously discussed a partnership regarding enhancement of the river corridor. Mayor Weise noted that ASU has taken the lead in terms of its design project. Each city looks at its master plan to internally develop a set of a guidelines through the process. This is an aggressive and creative way of preserving these areas. From his perspective, the Avondale portion of Rio Reimagined is very much in line with Tres Rios with some recreational differences.

Mayor Weise commented that SR30 will build from the outer parts of the 303 in and from the 202 in. The potential timeline is for funding to commence in 2026 with Avondale construction beginning in 2028 or 2029. It is unusual for a city to have three highways running through it. There should be a mix of industrial and commercial, as it is developed into an incredible transport corridor. He envisions the area south of the Estrellas as half-acre to five acre properties. The challenge is the level of infrastructure necessary, which will require partnerships with the City of Goodyear and the Gila River Indian Community.

Council Member Conde asked about a healthy percentage of multifamily developments in the City. Ms. Novak stated that there is not a set percentage that each city follows. A general rule of thumb identifies 23 to 25 percent of total housing. Avondale will need to determine the needs of specific areas in the community. Mayor Weise commented the City's focus has been on apartments or single family rental units. Townhouses, condos and workforce housing each play important roles.

Mayor Weise asked Mr. Chapa to touch on financing for the multifamily housing market. Ken Chapa, Economic Development Services Director, stated that the multifamily developments currently in the pipeline will be constructed. However, there also appears

to be a bubble in the pipeline and it is of unknown duration. Industrial and medical developments are expanding greatly at this time.

Mayor Weise asked for an opinion on sectors that may be lacking in the City and could be addressed in the future. Mr. Chapa stated that freeway corridors lend themselves to the development of industrial warehouses. There are also major opportunities for retail development and sales tax revenues. The City should remain flexible as to what should come in next to the freeways.

Council Member Pineda suggested allowing the development of retail and entertainment sectors to beef up before introducing more multifamily housing. He cited a segment of the vision statement referring being respectful of the City's rich history. He noted that many individuals who invested in property in the southern portion of the City did so with a desire to escape urban areas that existed in the 1970s and 1980s. The City should be mindful of this as it moves forward with development.

Mayor Weise cited the Avondale Commons at the northwest corner of Avondale Boulevard and McDowell, which includes apartments, commercial, retail and restaurants, as a possible model for integration of multifamily and retail. Mr. Chapa agreed with an approach to stress the mixed use component.

Vice Chair Osborne commented that from an industry perspective, 20 percent is considered a good mix. With the passing of the pandemic, vacancies are beginning to rise. Council Member Conde concurred and also referred to Council Member Pineda's comments regarding the need for retail and restaurants to support the already existing population. The City would also benefit from executive style housing with a larger acreage to attract higher income individuals.

Mayor Weise noted that housing demands go through cycles, from a focus on single family homes with yards, to other options. Chair Thompson commented that all of this relates to diversity. The City currently lacks large-acre lot options in communities. However, it is also important to provide infrastructure for existing housing units.

Council Member Solorio asked Mr. Chapa about development requests for grocery stores. Mr. Chapa stated that the site selection matrix for grocers has changed significantly since 2008 and development decisions are now made on much more significant number of factors than ever before. The City has been approached by potential stores, but some are at a pause at the current time. Vice Mayor Malone commented that she has heard about a potential grocery store in Tolleson on 99th Avenue and Van Buren.

Mayor Weise thanked everyone for their participation and input. Much of the discussion will be affected by the upcoming election.

3. ADJOURNMENT

There being no further business before the Council, Council Member Kilgore moved to adjourn the Regular Meeting; Council Member Pineda seconded the motion.

Upon vote, the motion was carried unanimously 11 to 0.

Planning Commissioners Alisha Meginnis	Aye
Planning Commissioners Denise Stanfield	Aye
Planning Commissioners Larry White	Aye
Planning Commission Chair Thompson	Aye
Planning Commission Vice Chair Lisa Osborne	Aye
Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Pineda	Aye
Council Member Solorio	Aye
Vice Mayor Malone	Aye
Mayor Weise	Aye
<i>Alternate Planning Commissioner Julia Arnette</i>	<i>Not eligible to vote</i>

Meeting adjourned at 7:56 p.m.

Chris Thompson, Commission Chair

Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Joint Work Session of the City Council and the Planning Commission of the City of Avondale held on the 7th day of November. 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: Appointment of Chair and Vice Chair to the Planning Commission and Board of Adjustment

MEETING DATE: 12/5/2022

TO: Mayor and Council

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

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

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

PURPOSE:

City Council will consider a request to: (a) appoint Christopher Thompson as the Chair of the Planning Commission and Larry White as the Vice Chair of the Planning Commission for the remainder of the 2023 calendar year; and (b) appoint Carolyn Jones as the Chair of the Board of Adjustment and Kenneth Shoaff as the Vice Chair of the Board of Adjustment for the 2023 calendar year. The Council will take appropriate action.

BACKGROUND:

On December 8, 2021, Christopher Thompson was appointed as the Chair of the Planning Commission; Lisa Osborne was appointed as the Vice Chair for the Planning Commission; Carolyn Jones was appointed as the Chair of the Board of Adjustment; and Maxine White was appointed as Vice Chair of the Board of Adjustment. Although appointed, the members of the Board of Adjustment have not held a meeting in the past year as the board meets on an as-needed basis.

DISCUSSION:

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

Planning Commission

Chair - Chris Thompson
Vice Chair – Larry White

Board of Adjustment

Chair - Carolyn Jones
Vice Chair – Kenneth Shoaff

The members will serve in these positions for all of 2023.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff is recommending approval of staff's recommendations for appointment of members to serve as Chair and Vice Chair of the Planning Commission and the Board of Adjustment for all of 2023.

Contact person for document distribution:

CITY COUNCIL REPORT

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

MEETING DATE: 12/5/2022

TO: Mayor and Council

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

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

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

PURPOSE:

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

BACKGROUND:

As required in the City Council Rules of Procedures, the City Clerk emailed all members and those listed below are all interested in reappointment.

DISCUSSION:

The Council Subcommittee on Boards, Commissions and Committees makes recommendations for all NEW appointments. Since the following listed below are all renewals, the appointments were not presented to the subcommittee for recommendation.

Municipal Art Committee

Israel Rios Fregozo as a Regular Member for a full term to expire on 12/31/2025

Denise Stanfield as a Regular Member for a full term to expire on 12/31/2025

Jim Painter as a Regular Member for a full term to expire on 12/31/2025

Neighborhood & Family Services Commission

Fabian Prado as a Regular Member for a full term to expire on 12/31/2025

Parks and Recreation Advisory Board

Janet Beason as a Regular Member for a full term to expire on 12/31/2025

Stephanie Rodriguez as a Regular Member for a full term to expire on 12/31/2025

Planning Commission

Larry White as a Regular Member for a full term to expire on 12/31/2025

Public Safety Personnel Retirement System Boards (Fire & Police)

Donald Foley as a Regular Member for a full term to expire on 12/31/2026

Risk Management & Worker's Compensation Board

Linda Warren as a Regular Member for a full term to expire on 12/31/2025

Sustainability Commission

Litzy Hernandez as a Regular Member for a full term to expire on 12/31/2025

Alejandro Arreguin as a Regular Member for a full term to expire on 12/31/2025

Billy Vaughan as a Regular Member for a full term to expire on 12/31/2025

Volunteer Fire Department Pension Board

Bobby Jones as a Regular Member for a full term to expire on 12/31/2026

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff is recommending that the Council approve the reappointment of members of the city's boards, commissions, and committees.

Contact person for document distribution:

CITY COUNCIL REPORT

SUBJECT: Settlement Agreement and Payment for the Claim of James Holland, Sr.

MEETING DATE: 12/5/2022

TO: Mayor and Council

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

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

n/a

PURPOSE:

City Council will consider a request to approve the settlement agreement with the heirs of James Holland, Sr. in the amount of \$2,000,000 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 heirs of James Holland, Sr. filed a notice of claim with the City on December 30, 2021.

DISCUSSION:

Staff is recommending the approval of a settlement agreement with the heirs of James Holland, Sr. in the amount of \$2,000,000 and authorize the Mayor, the City Manager, the City Attorney and the City Clerk to execute the necessary documents.

BUDGET IMPACT:

The Risk Fund maintains a fund balance to pay claims against the city. As of 7/1/2022, the balance in the fund is 4,656,000. With the approval of this settlement, the city's balance will remain above our required reserve balance. Staff will transfer the budget appropriation necessary to utilize the existing Risk fund balance to pay this claim.

RECOMMENDATION:

Staff is recommending the approval of a settlement agreement with the heirs of James Holland, Sr. in the amount of \$2,000,000 and authorize the Mayor, the City Manager, the City Attorney and the City Clerk to execute the necessary documents.

Contact person for document distribution: Fran Bartlett & Nicholle Harris

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release of All Claims (“Agreement”) is entered into by and between: Jaqua Davis-Holland (individually; on behalf of her minor children, Jaiona and Jaivon Holland; as Personal Representative of the Estate of James Holland, Sr.; and as the statutory wrongful death Plaintiff in *Jaqua Davis-Holland, et al. v. City of Avondale, et al.* (CV2022-008637)), Ebony Holms (on behalf of her minor child, James Holland, Jr.), and Edward and Brenda Holland (Ms. Davis-Holland, Ms. Holms and Mr. and Mrs. Holland are collectively referred to herein as “Plaintiff/Beneficiaries”), on one hand, and, on the other hand, the City of Avondale, Larry Chavez and Dolce Maeda (collectively referred to as “Defendants” and included as “Released Parties” as defined below). Plaintiff/Beneficiaries and Defendants shall be referred to collectively as the “Parties.”

RECITALS

A. Plaintiff/Beneficiaries have filed a lawsuit, asserting both federal and state law claims (collectively the “Asserted Claims”), against the Defendants. The action (hereinafter referred to as the “Lawsuit”) is presently pending in the Arizona Superior Court, but has not been served on any Defendant.

B. The Defendants deny any and all liability in connection with the Asserted Claims, but, nevertheless, desire to fully settle the Lawsuit and all claims arising out of or related to the Asserted Claims.

C. The Parties now desire to settle and fully resolve the Lawsuit and release and discharge all claims that Plaintiff/Beneficiaries may have against the Defendants, whether

known or unknown, direct or indirect, derivative, fixed or contingent, arising from the events as alleged in, or related to the Lawsuit, upon the terms and conditions set forth in this Agreement.

D. In connection with her intent to effectuate this Agreement, Jaqua Davis-Holland will begin probate proceedings, in the Maricopa County Superior Court, to be appointed a conservator for her minor children, Jaiona and Jaivon Holland.

E. In connection with her intent to effectuate this Agreement, Ebony Holms will begin probate proceedings, in the Maricopa County Superior Court, to be appointed a conservator for her minor child, James Holland, Jr.

AGREEMENT

In consideration of the promises and releases set forth below, the Parties agree as follows:

1. ***Incorporation of Recitals.*** The foregoing recitals are incorporated herein by reference as agreements of the Parties.

2. ***Settlement Payment.*** The total payment for the settlement of this matter shall be \$2,000,000 to be paid to Zwilling Wulkan, LLP. The settlement payment in this paragraph includes all costs and attorney fees. Plaintiff/Beneficiaries and their attorneys acknowledge and agree that this Settlement Payment is the full and entire amount that they will ever receive from these Defendants in connection with the Lawsuit.

3. ***General Release.*** Plaintiff/Beneficiaries expressly acknowledge and agree that this Agreement constitutes a general release of all claims that are the subject of this Lawsuit. Plaintiff/Beneficiaries further expressly waive and assume the risk of all claims for damages which exist as of this date, but which Plaintiff/Beneficiaries do not know or suspect to exist whether through ignorance, oversight, error, negligence or otherwise and which, if known, would materially affect their decision to enter into this Agreement.

Plaintiff/Beneficiaries further agree that the payments set forth in Section 2 is for all claims for all injuries and/or damages, whether known to the Parties at the time of the execution of this document or not, which have resulted or may result, or which may be discovered and which may have been caused by events alleged in or related to the Lawsuit. Plaintiff/Beneficiaries intend by the execution of this instrument to release and forever discharge all claims as of the effective date of this Agreement, including such unknown damages and/or injuries, against Defendants, their officers, agents, employees, co-employees, attorneys, spouses, elected and appointed officials and insurers (“the Released Parties”) whether sounding in tort or arising from statute, including all federal and state law claims of any nature whatsoever.

4. ***No Admission of Liability.*** It is understood and expressly agreed that neither the payment of the Settlement Payment or anything contained within this Agreement shall be construed as an admission of any liability whatsoever on the part of the Defendants. The Parties acknowledge and agree that the Settlement Payment is made in compromise and settlement of a disputed claim and that by entering into this Agreement neither party intends to admit the correctness of the other party’s contentions.

5. ***Liens.*** Plaintiff/Beneficiaries will satisfy any and all unpaid and unsatisfied hospital or medical bills and/or liens for which they are liable arising from the Lawsuit, and that they will indemnify and hold harmless the Released Parties from any and all claims, demands, actions and causes of action, and all liability whatsoever, including, but not limited to claims, costs, attorneys’ fees or judgment or settlement which might arise from an unpaid or unsatisfied hospital or medical bill and/or lien or lien of any other kind which might apply to the proceeds paid herein.

6. ***Indemnity.*** Plaintiff/Beneficiaries agree to defend, hold harmless, and indemnify the Released Parties from and against all claims, demands, obligations, actions, causes of action, damages, costs and expenses of any other person or entity claiming harm,

damages or injury because of any injuries or events described in the Lawsuit regardless of cause, any fault, or negligent or grossly negligent acts or omissions of the Released Parties.

It is further understood that Plaintiff/Beneficiaries agree to defend, reimburse, hold harmless, and indemnify the Released Parties from any liability arising from (1) any subrogation claims to which Plaintiff/Beneficiaries' recovery may be subject; (2) liens for any compensation paid under any statute or regulation, state or federal; (3) medical payments due or claims to be due; (4) any attorney lien asserted by any prior or current legal representative; (5) any contract pertaining to the proceeds from the settlement referred to in this Agreement; and/or (6) all claims, liens, subrogation claims, obligations, actions, causes of action, damages, attorneys' fees, costs and expenses of every kind that may ever be sought by anyone for any reason in any way related to the enforcement of any such claims, liens, actions, damages, fees, costs, or expenses against the Released Parties in connection with the Lawsuit.

7. ***Attorneys' Fees and Costs.*** The Parties agree to bear their own attorneys' fees and costs arising from the actions of their own counsel in connection with the Lawsuit, the litigation of this matter, any probate proceedings and expenses, the Agreement and the matters and documents referred to herein, the filing of a notice of dismissal of the lawsuit and all related matters.

8. ***Warranty of Capacity to Execute Agreement.*** Plaintiff/Beneficiaries, individually and/or through their court-appointed Conservators, represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, that Plaintiff/Beneficiaries, and/or their court-appointed Conservators, have the sole right and exclusive authority to receive the sums specified in this Agreement and that Plaintiff/Beneficiaries, and/or their court appointed Conservators, have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement.

9. ***Dismissal of Lawsuit.*** Plaintiff/Beneficiaries, hereby agree, upon receipt of the fully executed Agreement and Settlement Payment, to promptly take such action as is necessary to dismiss with prejudice the Lawsuit against the Defendants with each party to bear that party's attorneys' fees and costs.

10. ***Review of Agreement and Comprehension of Document.*** The Parties expressly acknowledge that they have entered this Agreement knowingly and voluntarily and that each party has had the opportunity to receive the advice of counsel with respect to the Agreement and the settlement of this matter and that they agree to all provisions contained in the Agreement.

11. ***Binding Nature of Agreement; Assignment.*** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns, except that no party may assign, delegate or transfer any of its rights or obligations under this Agreement without prior written consent of the other parties hereto.

12. ***Arizona Law.*** The release does not limit the Parties' rights to enforce the terms of the Agreement. In the event of any dispute arising from the terms of this Agreement, Arizona law shall apply and govern; however, to the extent that federal laws of the United States control interpretation or enforcement of this Agreement, such federal law shall control.

13. ***Entire Agreement.*** This Agreement constitutes the entire integrated agreement between the Parties and supersedes any and all prior and/or contemporaneous agreements, promises, representations, negotiations, statements and/or understandings of the Parties and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each. Plaintiff/Beneficiaries further declare and represent that no promise, inducement, or agreement not herein expressed has been made to Plaintiff/Beneficiaries, and that this Agreement contains the entire agreement between the Parties.

14. **Headings.** The headings of the paragraphs of this Agreement are for reference and convenience only and shall not be considered in interpreting this Agreement.

15. **Construction.** The Parties acknowledge that this Agreement is not a contract of adhesion and that it shall not be construed against the drafter should any dispute as to the meaning or effect of any of its provisions arise.

16. **Effectiveness.** This Agreement shall become effective following its execution by Plaintiff/Beneficiaries, and their counsel, and its approval by the City of Avondale City Council.

17. **Third-Party Beneficiaries.** The Parties intend that all Released Parties are third-party beneficiaries under this Agreement, with all rights associated therewith.

18. **Confidentiality.** To the extent permitted by law, Plaintiff/ Beneficiaries agree to keep the existence of and the terms of this Agreement confidential. Nothing in this provision precludes Plaintiff/Beneficiaries from disclosing this Agreement to their attorneys and accountants as needed for legal, tax, or accounting purposes. Plaintiff/Beneficiaries may disclose the s terms of the Agreement if required by: (1) an applicable law, (2) a court or arbitration tribunal of competent jurisdiction, (3) a duly authorized subpoena. Nothing in this paragraph is intended to prevent any party from testifying pursuant to any court or arbitration proceeding, nor in responding to a request for information first initiated by a regulatory or governmental agency. Defendants may disclose such information as required by and in accordance with Arizona Public Records law, A.R.S. Section 39-101 *et. seq.*

19. **Probate.** This Agreement is conditioned on approval by the probate division of the Maricopa County Superior Court. Plaintiff/Beneficiaries warrant and acknowledge that their attorneys will accept any responsibilities ordered by the Maricopa County Superior Court Probate Court, in appointing an conservator for a minor, in order to effectuate the payments described in Paragraph 2 of this Agreement.

20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures of the Parties, and conservators for the Parties may be submitted by facsimile or email.

DATE: 07 / 14 / 2022



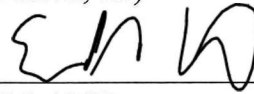
JAQUA DAVIS-HOLLAND (individually; on behalf of her minor children, Jaiona and Jaivon Holland; as Personal Representative of the Estate of James Holland, Sr.; and on behalf of known and unknown statutory beneficiaries in the Lawsuit)

DATE: 07 / 15 / 2022



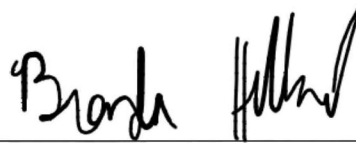
EBONY HOLMS, (on behalf of her minor child, James Holland, Jr.)

DATE: 07 / 14 / 2022



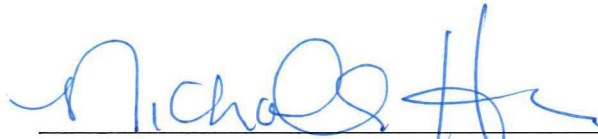
EDWARD HOLLAND

DATE: 07 / 14 / 2022



BRENDA HOLLAND

DATE: 7-12-2022



NICHOLLE HARRIS, CITY ATTORNEY

APPROVED AS TO FORM:

Date: 7/15/2022



Kathleen L. Wieneke
Attorneys for Defendants

Date: 07 / 14 / 2022



Larry J. Wulkan
Attorneys for Plaintiffs

Date: 07 / 15 / 2022



Benjamin Taylor, Esq.
Attorneys for Plaintiffs

CITY COUNCIL REPORT

SUBJECT: Fire, Emergency Medical, and Rescue Response Agreement with American Medical Response (formerly known as Rural/Metro) Fire Department

MEETING DATE: 12/5/2022

TO: Mayor and Council

FROM: Larry Rooney, Interim Fire Chief, (623) 333-6100

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:

City Council will consider a request to approve the Fire, Emergency Medical, and Rescue Response Agreement with American Medical Response (formerly known as Rural/Metro) Fire Department in the unincorporated areas of the City 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 Arizona Revised Statutes do not delegate authority to the counties to provide fire protection and as a result, Maricopa County has no ability to provide fire protection in any area that has not been incorporated into a city or existing fire district. American Medical Response (AMR), a private, for-profit corporation, provides fire and emergency medical services to the unincorporated areas of Maricopa County on either a service contract (HOA for example) or individual subscription basis.

The Avondale Fire and Medical Department has responded to requests for assistance from AMR and continues to respond on a regular basis at their request for assistance to emergency incidents in the unincorporated areas surrounding Avondale. Article 9, Section 7 of the Arizona Constitution prohibits the City from donating its resources to any "individual, association or corporation" so over the years, staff has endeavored to find an equitable means of recovering the cost of our responses into the unincorporated areas.

In 2016, the City of Avondale entered into an agreement with Rural/Metro Fire Department, Inc. related to emergency response. Prior to this, the department operated under a letter from the City Manager in 2003 to Rural/Metro, which established parameters allowing the department to respond and bill for services.

DISCUSSION:

The proposed agreement outlines response parameters, command structure to be followed, standard

operating procedures, sets a reimbursement fee schedule and establishes a billing and reimbursement process. At this time, a new agreement with options for extension has been prepared for consideration and approval. There are no significant changes presented. The existing agreement will expire in its entirety in December 2022, and there are no options for renewal.

BUDGET IMPACT:

The department responds to less than ten incidents in the unincorporated area per year. Any potential revenue to the city based on the agreement would be dependent on the number of resources required and length of each incident, but is anticipated to be no more than \$10,000 per year. The expenditures related to any response under this agreement are covered within the Fire & Medical department's existing budget.

RECOMMENDATION:

Staff recommends City Council approve the Fire, Emergency Medical, and Rescue Agreement with American Medical Response (formerly known as Rural/Metro) Fire Department in the unincorporated areas of the City and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

Contact person for document distribution: Marsha Chavez, Senior Management Analyst

**FIRE, EMERGENCY MEDICAL, AND RESCUE RESPONSE AGREEMENT
BETWEEN THE CITY OF AVONDALE
AND RURAL METRO FIRE DEPARTMENT, INC.**

This Fire, Emergency Medical, and Rescue Response Agreement (“Agreement”), effective December 6, 2022 (“Effective Date”), by the City of Avondale (the “City”), and Arizona municipal corporation acting by and through its Fire and Medical Department (the “Department”), and Rural Metro Fire Department, Inc. (“Rural/Metro”), an Arizona corporation; individually a “Party” and collectively the “Parties.”

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

- 1. City Response to Rural/Metro Calls.** The Department may respond to calls for help received from the Fire Chief of Rural/Metro or other authorized person in command of or responsible for the fire protection provided by Rural/Metro; provided, however, that the response is to be given only when the Department is not otherwise occupied and only when the services of the responding unit can be spared by the Department with a margin of safety to protect the citizens and property of the City. Rural/Metro agrees not to call for such help unless (a) the fire, medical emergency or being committed to other fires, medical emergencies or rescues simultaneously or (b) due to the geographical distance to the call for service, it would be in the interest of public safety to see assistance from a closer provider.
- 2. Rural/Metro Response to City Calls.** Rural/Metro may respond to calls for help received from the Fire Chief or an assistant Fire Chief of the City; provided, however, that response is to be given only when Rural/Metro is not otherwise occupied and only when the services of the responding unit can be spared by Rural/Metro with a margin of safety to protect its customers and their property. The City agrees not to call for such help unless (a) the fire, medical emergency or rescue is of such a nature that it cannot be handled by its equipment due to resources being committed to other fires, medical emergencies or rescues simultaneously, or (b) due to the geographical distance to the call for service it would in the interest of public safety to seek assistance from a closer provider.
- 3. Role of the Fire Chief in Providing Assistance.** It is understood and agreed that the Fire Chief, or his/her designee, of the Party requesting assistance shall be the sole judge of how much assistance is needed, which shall be consistent with the response protocols within the automatic aid system to which the City belongs (the “Automatic Aid System”), and the Fire Chief, or his/her designee, of the Party receiving the request for assistance shall be in the sole judge of how much of the requested assistance it shall furnish in a given instance, and neither Party is in any way liable to the other or to any other person, firm, or corporation for failure to give the assistance requested.

4. **Working under the Direction of a Unified Command Structure.** It is understood and agreed that the responding unit shall work under the direction of a unified command structure which shall be responsible for directing the firefighting, emergency medical services, or rescue operations.
5. **Operational Consistency.** For consistency of incident operations, it is understood and agreed that the responding units shall operate in accordance with the operational procedures established in Phoenix Volume 2: Regional Standard Operating Procedures.
6. **City Receiving Payments for Services Provided.** It is understood that the City will receive payment for all calls for service initiated through Dispatch through the valley automatic aid system under this Agreement with all subsidiaries of Rural/Metro Agreement as Appendix A. The City shall invoice Rural/Metro within 30 days following receipt of the invoice.
7. **Billing Non-Subscribers.** Rural/Metro shall have the right to invoice Non-Subscribers the market rate for its services.
8. **Term.** This Agreement shall commence on the Effective Date and continue in force for one year at which time the Agreement will be reviewed by the Parties and may be renewed thereafter for an additional year on the annual anniversary hereof unless terminated by formal act of the governing body of either or both Parties to this Agreement. If terminated by only one Party, with or without cause, the terminating Party must provide written notice of intention to terminate; this Agreement will terminate 30 days after such notice is given to the other Party.
9. **Assignment.** No Party may assign this Agreement without first obtaining the prior, written approval of the other Party, which approval may be granted or withheld in the sole and unfettered discretion of such other Party.
10. **Applicable Law and Venue.** The laws of the State of Arizona shall govern the interpretation and enforcement of this agreement, without regard to conflicts of laws principles. Prior to litigation in any court, the Parties agree to mediate any dispute between them with the assistance of an independent mediator, to be appointed as they may agree. Any mediation, arbitration, or legal proceedings initiated to enforce the terms and conditions of this Agreement shall be conducted in Phoenix, Arizona, or in the Maricopa County Superior Court or the United States District Court for the District of Arizona, as appropriate.
11. **Rights and Remedies are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other duty by the other Party.
12. **Indemnity and Insurance.**
 - a. Each party shall indemnify and hold harmless the other party its director, officers, employees, and agents, pursuant to Arizona law, for, from and against all claims, demands, suits and costs including, but not limited to, costs of defense, reasonable attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities,

whether direct or indirect, and whether to any person including, but not limited to, employees of the Party, or to property, to which the other Party, its directors, officers, employees, or agents may be put or subject to by reason of (i) any act or omission by the respective Party, or any of its directors, officers, employees, agents, or invitees relating to the Party's actions under this Agreement by any person or entity, including but not limited to the Party and the Party's employees, agents, contractors, or invitees; or (ii) any failure on the part of the other Party, or any of its directors, officers, employees, or agents to fulfill its obligations hereunder, but only to the extent that any loss, damage, expense, and liability is attributable to the negligent acts and/or misconduct of the Party, its directors, officers, employees, and agents. The provisions of this Section shall survive for a period of three years following revocation and/or termination of this Agreement.

- b. Each Party shall secure and maintain during the life of this Agreement statutory worker's compensation (at or above the statutory minimum) and employer's liability insurance, commercial general liability, including property damage, and automobile liability insurance, including contractual liability, with limits of not less than \$1,000,000.00 combined single limit per occurrence and not less than \$2,000,000.00 general aggregate. Each Party shall retain the option of discharging this obligation by means of funded self-insurance. Should coverage be provided on a claims-made basis, the reporting period for claims, shall be written so that it can be extended for two years after this Agreement is terminated for any reason.

13. Non-Discrimination. Rural/Metro warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Rural/Metro shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to the Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, and the Age Discrimination Act of 1975. The Parties agree to comply with the Arizona Governor's Executive Order 2000-4, and Arizona Governor's Executive Order 2009-09 – "Prohibition of Discrimination in Contracts, Non-Discrimination in Employment by Government Cooperators and Sub Contractors, Superseding Executive Order 99- and Amending Executive Order 75-5". Further, the Parties will not participate either directly or indirectly in the discrimination prohibited by the Genetic Nondiscrimination Act of 2008.

14. Legal Arizona Workers Act Compliance. Rural/Metro is required to comply with ARIZ. REV. STAT. § 41-4401, and with the e-verification requirements of ARIZ. REV. STAT. 23-214(A) (together the "state and federal immigration laws"). Rural/Metro further agrees to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws. A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach

of the Agreement and the Party who breaches may be subject to penalties up to an including termination of the Agreement. City retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the is Agreement to ensure the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

15. Non-appropriation. This Agreement shall be subject to available funding for City, and nothing in this Agreement shall bind City to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

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

a. To City

City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323
Attn: City Manager

City Attorney's Office

11490 W. Civic Center Drive
Avondale, AZ 85323
Attn: City Attorney

b. To Rural/Metro:

Timothy Soule, Fire Chief
4400 State Highway 121, Ste. 700
Lewisville, TX 75056
With copy to:
Rural Metro Fire Dept.
Legal Department
6363 S. Fiddlers Green Cir., Ste. 1400
Greenwood Village, CO 80111

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being place in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the

following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

17. **Entire Agreement, Waivers, and Amendments.** This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provision of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the City and Rural/Metro.
18. **No Third-Party Beneficiaries.** This Agreement is made and entered into solely for the benefit of the City and Rural/Metro. No other person shall have any right of action or claim under or by reason of this Agreement.
19. **No Partnership or Joint Venture.** Nothing in this Agreement is intended to or does establish the Parties as partners, joint ventures, or principal and agent with each other.
20. **Conflicts of Interest.** The provision of ARIZ. REV. STAT. § 38-511 are applicable to this Agreement.
21. **Israel.** If applicable, Rural/Metro certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a "boycott" of Israel, as that term is defined in ARIZ. REV. STAT § 35-393.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Rural/Metro have executed this Agreement through their representatives duly authorized to execute this Agreement and bind their respective entities to the terms and obligations contained herein to be effective on the date first written above.

RURAL/METRO

RURAL/METRO FIRE DEPT., INC.,
an Arizona corporation

By. _____

Name: _____

Title: _____

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)

)ss.

COUNTY OF MARICOPA)

ON _____, 2022, before me personally appeared
_____, the _____

Of Rural/Metro Fire Dept. Inc. and Arizona corporation, 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

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CITY OF AVONDALE
a municipal Arizona corporation

By. _____
Name: _____
Title: _____

ATTEST:

City Clerk

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

ON _____, 2022, before me personally appeared
_____, the _____

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/she claims to be, and
acknowledged that he/she signed the above document on behalf of the City of Avondale.

Notary Public

**APPENDIX A
RURAL/METRO BILLING RATES**

APPARATUS/NUMBER OF PERSONNEL	HOURLY RATE	15 MINTUE INCRAMENT RATE (charge per 15-minute increments)
Brush Truck/ Two Personnel	\$228.38	\$57.10
Fire Engine/Four Personnel	\$426.76	\$106.69
Ladder Tender/Four Personnel	\$426.76	\$106.69
Ladder Truck/Four Personnel	\$513.76	\$128.44
Command Vehicle/Two Personnel	\$244.38	\$61.10
Support Vehicle/Hazmat/TRT Two Personnel	\$228.38	\$57.10
Water Tender/ One Person	\$183.69	\$45.93
Staff Vehicle / One Person	\$147.69	\$36.92

All billing will be done starting with a One Hour minimum, and then will be in 15-minute increments; starting with Dispatch time and ending with Available On Radio (AOR) time.

CITY COUNCIL REPORT

SUBJECT: Resolution 1078-1222 - Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for Citywide Emergency Vehicle Preemption (EVP)

MEETING DATE: 12/5/2022

TO: Mayor and Council

FROM: Aric Stewart, Director, Engineering Department, (623) 333-4241

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

The approval of this agenda item maintains quality infrastructure within the City.

PURPOSE:

City Council will consider a request to adopt Resolution 1078-1222 authorizing an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for the citywide Emergency Vehicle Preemption project allowing ADOT to oversee the procurement and installation of project devices, and authorize the Mayor or City Manager, City Attorney and City Clerk, to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale applied for Congestion Mitigation and Air Quality (CMAQ) funding through the Maricopa Association of Governments (MAG) for the citywide Emergency Vehicle Preemption (EVP) project.

DISCUSSION:

The City has identified 37 intersections within the City of Avondale that have either failed EVP components, or have EVP components that are well past their life expectancy and manufacturer's warranty. At the 37 intersections, there are a total of 140 components, 79 of which are not working and 61 that are working but are well past their life expectancy. These failing, or aged components are on the high traffic arterial streets of Dysart Road, Avondale Boulevard, 107th Avenue, McDowell Road, Indian School Road, 99th Avenue, Van Buren Street, and MC85/Main Street/Buckeye Road. These corridors receive an average of 4-5 emergency calls per day. The project will replace the failed and aging components, providing the emergency services with a reliable and consistently performing pre-emption operation.

The MAG grant funds are available in FY2023. The funding provides for design plans and specifications, component procurement, and installation costs. The Project's estimated cost is \$383,884, with the federal contribution estimated to be \$277,132 and the City's contribution estimated to be \$106,752, which includes the City's cost share for design and procurement and the estimated City cost for ADOT project management and design review fee.

Funding Summary:

	TOTAL	FEDERAL	LOCAL MATCH (5.7%)	LOCAL OVER MATCH
TOTAL DESIGN PLANS & SPEC's	\$60,000.00			\$60,000.00
TOTAL PROCUREMENT	\$159,750.00	\$150,644.00	\$9,106.00	
TOTAL INSTALLATION	\$134,134.00	\$126,488.00	\$7,646.00	
TOTAL ADOT REVIEW FEE	\$30,000.00			\$30,000.00
TOTAL PROJECT COST ESTIMATE	\$383,884.00	\$277,132.00	\$16,752.00	\$90,000.00
TOTAL CITY CONTRIBUTION	\$106,752.00		\$16,752.00	\$90,000.00

BUDGET IMPACT:

Funding for the local match is budgeted under CIP #A0181, Traffic Preemption Signal Replacement.

RECOMMENDATION:

Staff recommends that City Council adopt a resolution authorizing the Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) allowing ADOT to oversee the design, procurement and installation of the project components, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. Authorize staff to process the necessary budget transfers to accept this grant.

Contact person for document distribution: Linda Beyersdorf, Ward Stanford

RESOLUTION NO. 1078-1222

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION RELATING TO THE PROCUREMENT AND INSTALLATION OF EMERGENCY VEHICLE PREEMPTION COMPONENTS.

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

SECTION 1. The Intergovernmental Agreement with the State of Arizona Department of Transportation, relating to the procurement and installation of out of warranty and failed Emergency Vehicle Preemption components at signalized intersections, mast arm mounted optical sensors, and cabinet mounted processor cards (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 5, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1078-1222

[Agreement]

See following pages.

ADOT CAR No.: IGA 22-0008752-I
AG Contract No.: P0012022001443
Project Location/Name: Multiple Arterials
in Avondale
Type of Work: Replace Emergency Vehicle
Preemption Components
Federal-aid No.: CMAQ-AVN-0(227)T
ADOT Project No.: T0394 01D/01X/01C
TIP/STIP No.: AVN23-260D1, AVN23-
260D, AVN23-260C1, AVN23-260C
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The purpose of this Agreement is to establish each Party's responsibilities. With the aid and consent of the State and the Federal Highway Administration (FHWA), the City will utilize the State's Procurement Process and ADOT Procurement contract(s), to enter into a contract(s) with an authorized supplier(s) who will provide the equipment and installation as outlined in the contract and approved plans to complete this project. The work proposed under this Agreement consists of the procurement and installation of out-of-warranty and failed Emergency Vehicle Preemption (EVP) components at signalized intersections, mast arm mounted optical sensors, and cabinet mounted processor cards, (the "Project" or "Equipment"). The Project cost, shown in Exhibit A, is estimated at \$323,884.00, which includes federal aid and the City's match. The City will complete and provide the Project

design. The City will be reimbursed an amount not to exceed \$277,132.00 for eligible costs incurred as detailed below.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City for the Project, if the Project is approved by FHWA and funds for the Project are available.

THEREFORE, the Recitals set forth above and Exhibit A, attached hereto and made part hereof, are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The Project will be completed, accepted, and paid for in accordance with FHWA and State requirements.
 - b. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the Maricopa Association of Governments. The City acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the City for the initial Project Development Administration (PDA) costs, estimated at \$30,000.00. If PDA costs exceed the estimate during the review of design, notify the City, obtain concurrence prior to continuing with the review of design, and invoice as determined by ADOT and the City for additional costs to complete PDA for the Project. After the Project costs are finalized invoice or reimburse the City for the difference between actual costs and the amount the City has already paid for PDA.
 - c. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed be approved for the procurement of the Project.
 - d. After receipt of the PDA costs, review design plans, specifications, cost estimates and other such documents required for the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the City as appropriate.

- e. After receipt of the Local's PDA and funding is authorized, the State will send a Notice to Proceed letter ("NTP") and ADOT Procurement will coordinate with the City and solicit and enter into a contract(s) with authorized supplier(s) for the purchase and installation of the Equipment. Instruct the vendor to deliver Equipment directly to the City for final acceptance and to bill the City directly. The City will then enter into such contract(s) with such authorized supplier(s) for the purchase and installation of the Equipment.
 - f. Within 30 days after receipt, review, and approval of invoice(s) and documentation of payment for Equipment, reimburse the City for eligible costs incurred not to exceed 80% of the federal-aid amount programmed for the Project, less the City's applicable pro-rata match, as depicted in Exhibit A. After completion of final inspection, and within 30 days of receipt, review, and approval of the final invoice and documentation from the City, reimburse the City with the remaining federal-aid approved and programmed, as depicted in Exhibit A, for this Project not to exceed \$277,132.00.
 - g. After notification of receipt of Equipment and prior to installation, verify that each item purchased meets Equipment specifications, document Equipment serial numbers, and require the City provide documentation stating where each serial number will be installed.
 - h. After notification of Project completion from the City, perform final inspection, verify installation of Equipment was performed and completed in compliance with State and FHWA requirements.
 - i. Reserve the right to de-obligate federal funds should the Project go six months or more without being charged to.
 - j. Not be obligated to complete or maintain the Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
3. The City will:
- a. Designate the State as the City's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay the initial PDA costs, estimated at \$30,000.00. Agree to be responsible for actual PDA costs, if during the review of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA of the Project within 30 days of receipt of an invoice.
 - c. Prepare and provide design plans, specifications, cost estimates and other such documents required for the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; incorporate design review comments from the State, as appropriate.
 - d. Enter into an agreement with the design consultant which states that the design consultant will provide professional post-design services as required and requested

throughout and at completion of the Project. After final acceptance of the Project, provide an electronic version of the record drawings to the ADOT Project Manager.

- e. Coordinate with the State during the procurement process, providing Equipment specifications to best ensure the requirements of the Project are met.
- f. Utilize the State's Procurement Process and the ADOT Procurement contract(s) developed and entered into for this Project. Issue a purchase order to the authorized supplier(s) for the Project.
- g. Have 365 calendar days from award of contract to order the Equipment.
- h. Notify the State when the Equipment is received, State will inspect the Equipment prior to installation, document Equipment serial numbers, and provide documentation to the State showing where each serial number will be installed. Documentation must be provided to the State prior to the State's final inspection of the Project.
- i. Make all payments directly to the vendor, and be responsible for all costs incurred for the purchase of the Equipment subject to reimbursement by the State as provided herein.
- j. Within 30 days after payment for the Equipment, submit an invoice, on ADOT's Progress Payment Report Form, Exhibit B, attached and made a part of this Agreement, including all back-up documentation, to the State for review and approval, of eligible costs incurred by the City for the purchase of the Equipment, less the City's applicable pro-rata match, not to exceed 80% of \$277,132.00, the total amount of federal-aid programmed for the Project and as depicted in Exhibit A. Any costs incurred prior to the date of the official NTP will not be eligible for reimbursement.
- k. Be responsible for any costs exceeding the maximum federal funds available for the Project. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- l. Ensure the Equipment acquired under this Agreement is installed within one year of receipt of Equipment and maintain all Project improvements provided for the life of the Equipment. Keep complete records of all Equipment installed per this Project in a manner consistent with State and FHWA requirements.
- m. Notify the State when all Equipment has been installed and is ready for inspection; coordinate final inspection of the Project with the State. After completion of final inspection, invoice the State, on the Progress Payment Report Form, Exhibit B, for the remaining federal funds programmed as depicted in Exhibit A for this Project for a total not to exceed \$277,132.00.
- n. As applicable, certify that the City has adequate resources to discharge the City's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the

requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201)

- o. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter City rights of way, as required, to conduct any and all Equipment inspection related activities for the Project, on, to and over said City rights of way. This temporary right will expire with completion of the Project.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. Indemnification. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.
6. Programmed Federal Funds. The cost of the Project under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The City

acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the City agrees to pay the difference between actual costs of the Project and the federal funds received.

7. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
8. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
9. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
10. Title VI. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
11. Single Audit. The City acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.
 ADOT – FMS
 Attn: Cost Accounting Administrator
 206 S 17th Ave. Mail Drop 204B
 Phoenix, AZ 85007
SingleAudit@azdot.gov
12. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
13. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
14. Inspection and Audit. The City shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the City, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal

regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. Anti-Israel Boycott Act. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.
20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Avondale
Attn: Ron Corbin,
City Manager
11465 W Civic Center Dr, Ste
120 Avondale, AZ 85323
cityclerks@avondaleaz.gov
623.333.1000

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Avondale
Attn: Ward Stanford
11465 W Civic Center Dr, Ste
120 Avondale, AZ 85323
wstanford@avondaleaz.gov
623.333.4200

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Avondale
Attn: Ward Stanford
11465 W Civic Center Dr, Ste
120 Avondale, AZ 85323
wstanford@avondaleaz.gov
623.333.4200

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
24. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF AVONDALE

By _____ Date _____
KENNETH WEISE
Mayor

ATTEST:

By _____ Date _____
MARCELLA CARRILLO
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-575 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By _____ Date _____
NICHOLLE HARRIS
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

By _____ Date _____
BRENT A. CAIN, PE
Transportation Systems Management and Operations Division
Division Director

A.G. Contract No. P0012022001443 (ADOT IGA 22-0008752-I), an Agreement between public agencies, the State of Arizona and the City of Avondale, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

EXHIBIT A**Cost Estimate****T0394 01D/01X/01C**

The estimated Project costs are as follows:

ADOT Project Development Administration (PDA) Cost, non-federal-aid:

City funds @ 100%	\$ 30,000.00
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Procurement:

Federal-aid funds @ 94.3%	\$ 150,644.00
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City's match @ 5.7%	<u>\$ 9,106.00</u>
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Subtotal – Procurement	\$ 159,750.00
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Installation:

Federal-aid funds @ 94.3%	\$ 126,488.00
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City's match @ 5.7%	<u>\$ 7,646.00</u>
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Subtotal – Installation	\$ 134,134.00
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Estimated TOTAL Project Cost*	\$ 323,884.00
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Total Estimated City Funds	\$ 46,752.00
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Total Federal Funds	\$ 277,132.00
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* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

CITY COUNCIL REPORT

SUBJECT: Resolution 1079-1222 - Approving an Intergovernmental Agreement - Automatic Aid System

MEETING DATE: 12/5/2022

TO: Mayor and Council

FROM: Larry Rooney, Interim Fire Chief, (623) 333-6101

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:

Staff requests that the City Council adopt Resolution 1079-1222 approving an Intergovernmental Agreement with Phoenix and 22 other valley jurisdictions relating to the Regional Metropolitan Phoenix Fire Service Automatic Aid System with an effective date of December 20, 2022, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale approved the original fire service automatic aid Intergovernmental Agreement (IGA) in 1997 which allowed the Fire and Medical Department to begin participation in the valleywide fire service automatic aid system. This system, which now involves agencies from Apache Junction to Buckeye, provides fire and emergency medical response by the closest appropriate unit, regardless of jurisdiction. A requirement of the IGA is that it be reviewed every five years. The last revision to the document was approved by the Council in December 2017.

DISCUSSION:

The new agreement includes a few modifications, including an expiration date of ten years versus five years, updating terms and conditions to meet current Arizona Revised Statutes, and the addition of the Rio Verde Fire District.

BUDGET IMPACT:

The City of Avondale will not be reimbursed for expenses incurred in responding to incidents within partner agencies' jurisdictions. The expenses are absorbed within the existing Fire & Medical Department's budget.

Likewise, the City of Avondale is not required to reimburse other agencies for responding to incidents within the City of Avondale's jurisdiction.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement with Phoenix and 21 other valley jurisdictions relating to the Regional Metropolitan Phoenix Fire Service Automatic Aid System, with an effective date of December 20, 2022, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

Contact person for document distribution: Chief Larry Rooney, Marsha Chavez

RESOLUTION NO. 1079-1222

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE PHOENIX METROPOLITAN AREA MUNICIPALITIES AND FIRE DISTRICTS RELATING TO THE AUTOMATIC AID SYSTEM.

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

SECTION 1. The Intergovernmental Agreement with the Phoenix Metropolitan Area municipalities and fire districts for the Regional Metropolitan Phoenix Fire Service Automatic Aid (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A.

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 take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 5, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1079-1222

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT FOR THE REGIONAL METROPOLITAN PHOENIX FIRE SERVICE AUTOMATIC AID

This Intergovernmental Agreement ("Agreement") is made and entered into by and between the Cities, Towns, Fire Districts, and governmental jurisdictions (hereinafter collectively referred to either as "Participants," or "Parties," and sometimes referred to individually as "Participant" or "Party"), to provide for automatic assistance for fires and other types of emergency incidents as described under the terms of this Agreement (the "Automatic Aid System"). The initial Participants are listed in Attachment A to this Agreement, which Attachment shall be amended upon the addition of new members as set forth herein.

RECITALS

WHEREAS, agreements for automatic assistance in fire protection and response to other emergencies have existed between specific municipalities and governmental jurisdictions; and

WHEREAS, the Automatic Aid System has been in existence since 1976 to provide the highest levels of service in conjunction with the most effective use of local fire department/district resources working collaboratively through intergovernmental cooperation; and

WHEREAS, the Participants in the Automatic Aid System seek to provide the most efficient, safe, and effective fire-rescue-emergency medical services to their respective communities; and

WHEREAS, the safety of the employees of each Participant is paramount; and

WHEREAS, this Agreement shall encourage the development of cooperative procedures and protocols, including, but not limited to, the possibility of joint purchasing, coordination of communications, training, health and safety, fire prevention, public education, fire investigations and other activities that will enhance each Participant's ability to fulfill its mission; and

WHEREAS, the Participants are committed to demonstrate public equity through reasonable commitment and distribution of resources within their jurisdictions to ensure that no Participant unfairly benefits at the expense of other Participants and that jurisdictional equity and autonomy is maintained; and

WHEREAS, it is the desire of the Participants to continue and improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions; and

WHEREAS, it is further the determination of each of the Participants that the decision to

enter into this Agreement constitutes a fundamental governmental policy of the Parties hereto and, by entering this Agreement each Participant has made the determination that the policies and procedures set forth in this Agreement constitute the proper use of the resources available with respect to the provision of governmental services and the utilization of existing resources of each of the Parties hereto, including the use of equipment and personnel; and

WHEREAS, it is the desire of the Participants to initiate and/or renew their support for an Automatic Aid System for fire department/district services.

AGREEMENT

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

ARTICLE 1 - PURPOSE AND AUTHORITY

- 1.1 Purpose.** All Parties to this Agreement agree that its purpose is to provide a highly efficient, effective and mutually beneficial relationship among multiple regional jurisdictions to provide for the overall public safety of the region through an Automatic Aid System. This Agreement will continue to allow for an automatic response of the closest, most appropriate fire department/district resources.
- 1.2 Authority.** The Parties acknowledge that this Agreement is being entered into pursuant to the Intergovernmental Agreement Statute, Section 11-952, Arizona Revised Statutes ("A.R.S.")
- 1.3 Effect on Prior Agreements.** The Parties further understand that this Agreement supersedes any previous automatic aid agreements between any of the Parties hereto.

ARTICLE 2—AUTOMATIC AID ELIGIBILITY STANDARDS AND REQUIREMENTS

To be eligible to participate in the Automatic Aid System, a Participant shall meet the standards and requirements set forth in this Article at all times during the Term of this Agreement. Any Participant failing to meet these eligibility standards and requirements is subject to removal from the Automatic Aid System as prescribed herein.

- 2.1 Allocation of Resources.** It is agreed that the scope of this Agreement includes automatic assistance in responding to fires, medical emergencies, hazardous materials incidents, rescue and extrication situations and other types of emergency incidents that are within the standard scope of services provided by fire departments/districts in the Automatic Aid System.

- A. **Standard Automatic Dispatch.** The Participants executing this Agreement agree to dispatch their respective assigned fire department/district units on an automatic basis. The Computer Aided Dispatch and Automatic Vehicle Locator system will automatically determine the closest available, most appropriate unit(s) regardless of jurisdictional boundaries. Each jurisdiction agrees that such unit(s) will respond.
- B. **Specialized Unit Dispatch.** Participants agree the assignment of a specialized unit to an incident relies on predefined response levels (as predefined by Volume II Standard Operating Procedure Phoenix Fire Department) to specific types of incidents, the closest specialized unit to the call, and/or any special call for resources that may be made by an incident commander and is not pre-programmed in the CAD system. This includes, but is not limited to, hazardous materials support, technical rescue support, loss control, rehab, command, utility, brush, and water tenders. Members assigned to a specialized unit will be required to complete all initial training and continuing education requirements of the specialty. The current recognized regional Special Operations training program is the Phoenix Fire Department Special Operations training program. The inclusion of other recognized training programs will be approved by the Life Safety Council.

2.2 Standard Service Requirements. Participants in this Agreement agree to the following standard service requirements as the primary response system elements:

- A. **Communications and Dispatch.** All Participants must be part of the Phoenix Fire Regional Dispatch System or the Mesa Fire Regional Dispatch System. All Participants must also be a member of either the Phoenix Regional Wireless Cooperative ("PRWC") or the Topaz Regional Wireless Cooperative ("TRWC"). Departments/Districts that enter the system that are not members of PRWC or TRWC shall have an active plan to become members within one (1) year of entry. For a Participant(s) that does not meet this requirement, any Party can request a vote of the Central Life Safety Response System Council for a determination as to whether the Participant(s) not meeting this requirement will remain eligible for automatic aid response, or if that Participant(s) will then default to a mutual aid response. These Regional Dispatch Systems will use a Computer Aided Dispatch ("CAD") system that automatically selects the closest, most appropriate Participants' unit(s) for dispatch. The CAD system shall be a centralized, totally integrated unit dispatch/status keeping system.
 - (1) The CAD system will allow the most appropriate emergency response unit closest to an emergency to be dispatched automatically— regardless of the jurisdiction where the emergency occurs or the jurisdictional affiliation of the response unit. The CAD system utilizes Automatic Vehicle Location ("AVL") equipment to

discern the location of emergency response units and a computerized Geographic Information System (“GIS”) to discern the location of the emergency call. The AVL and GIS systems allow the CAD system to match the closest response unit to the emergency and recommend it for dispatch within the Automatic Aid System boundaries. Each Automatic Aid System Participant shall ensure that its respective emergency response apparatus and vehicles are equipped with AVLs.

- (2) The Regional Dispatch System relies on a consistent and preplanned system of communications. Communications support for Participants includes a comprehensive radio system with multiple tactical radio frequencies. Participants are required to provide for their individual needs to ensure consistent, interoperable and safe communications not only within their jurisdictional areas, but within the entire Automatic Aid System.
- (3) If the Life Safety Council decides at any time that additional communications infrastructure is necessary to meet the operational requirements of the Automatic Aid System, each Participant will be responsible for all costs, authorizations and/or agreements to maintain interoperable communications within its jurisdictional boundaries.

B. Command Procedures. All Participants will use standard command procedures. A standardized Incident Management System (“IMS”) provides for efficient management of the emergency and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures. The IMS and associated standard operating procedures adopted for use by all Automatic Aid Participants is the Phoenix Fire Department’s Standard Operating Procedures in the Phoenix Volume II Manual (which can be obtained by sending an e-mail to firechief.pfd@phoenix.gov), or the Mesa Fire and Medical Department Standard Operating Procedures 200 Series available at fireinfo@mesaaz.gov.

C. Incident Management and Minimum Company Standards. Participants shall use the same set of procedures for Incident Management and Minimum Company Standards according to Volume II, Standard Operating Procedures Phoenix Fire Department (basic evolutions used by the fire service) or the Mesa Fire and Medical Department Standard Operations Procedures 200 Series. It is required that Command Officers that function in an Operational response capacity, attend at least 50% of the Command Officer training curriculum offered at the Phoenix Fire Department Command Training Center, or as determined by the Central Arizona Life Safety Response System Council. Participants that do not meet this

requirement are subject to removal from the Automatic Aid System, as determined and voted on by the Central Arizona Life Safety Response System Council.

- D. **Incident Safety Officer.** To ensure safety, all Participants agree that their standard operating procedures and command procedures shall match those adopted by the Life Safety Council. To do this, Participants shall use an Incident Safety Officer System (“ISOS”) that will follow NFPA Standard 1521.
- E. **Compatible Equipment.** To ensure compatibility of equipment, Participants shall maintain an inventory of equipment (based on National Fire Protection Association (“NFPA”) standards), including hoses, couplings, pump capacity, communications equipment, and will maintain the minimum standard amount of equipment on each type of apparatus (as recommended by all applicable NFPA standards).
- F. **Standardized Numbering and Terminology.** Participants shall utilize the Valley-wide apparatus numbering system and standardized terminology for apparatus and fire stations as established and maintained by the Life Safety Council.
- G. **Standardized Response Criteria.** Participants shall use standardized response criteria (*i.e.*, pre-established type and number of apparatus that will be automatically dispatched based on type of call as per standard NFPA and International Organization for Standardization (“ISO”) recommendations). The CAD system can tailor the response to specific types of incidents by jurisdiction, or part of a jurisdiction, upon request by the jurisdiction needing the tailored response. This includes the capability to automatically dispatch selected specialty units.
- H. **Staffing Levels.** Full staffing as described in NFPA 1710 on engines and ladders provides the most efficient and effective personnel safety and service delivery to the public. System Participants recognize the importance of service delivery and personnel safety issues. The minimum daily staffing level for all engines and ladders shall be four (4) members which is “full staffing” under NFPA 1710.
 - **Temporary Reduction in Staffing.** Full staffing may be temporarily reduced to three (3) trained personnel for up to a total of 8 hours in any 24-hour shift period. Departments/Districts that enter the system with a staffing level of three (3) members on any engine and/or ladder shall have an active plan to accomplish full staffing within one (1) year of entry. For a Participant(s) that does not meet this requirement, any Party can request a vote of the Central Life Safety Response System Council for a determination as to whether the

Participant(s) not meeting this requirement will remain eligible for automatic aid response, or if that Participant(s) will then default to a mutual aid response.

- **Other Reductions in Staffing; Changes to Deployment Model.** Any Participants that have reached full staffing, that then subsequently reduce staffing below full staffing, or make significant changes to their deployment model, shall be subject to removal from the Automatic Aid System, as determined and voted on by the Central Arizona Life Safety Response System Council.

I. **Minimum Firefighter Training Standards.** To ensure safety, baseline knowledge and a consistent approach to performing tactical operations, all participants agree to require that all emergency response employees receive initial firefighter recruit training through a recognized regional fire training academy or through an alternative method, as approved by the Life Safety Council, which meets the published curriculum. The four-currently recognized regional fire training academies are Phoenix, Mesa, Glendale and Chandler.

2.3 **Reciprocity; No Guaranty of Perfect Equity.** Participants agree that automatic aid is reciprocal. While this does not ensure that a Participant's jurisdiction will receive the exact amount of assistance it gives, it does mean that all Participants will provide assistance outside their jurisdictional boundaries and that the level of service delivered, and decisions made within the Automatic Aid System will be mutually beneficial to all Participants in the system and will maintain general equity among all Participants to the greatest degree possible.

2.4 **Ownership of Property and Equipment.** Each Participant shall retain ownership of any equipment or property it brings to the performance of this Agreement and shall retain ultimate control of its employees.

2.5 **No Reimbursement for Services.** Except as specifically agreed to by the Parties involved in a specific incident, none of the involved Parties shall be reimbursed by any of the others for any costs incurred in responding pursuant to this Agreement. In the event of formally declared disasters, however, Participants may directly apply for reimbursements from County, State and/or Federal agencies as appropriate.

ARTICLE 3—LIFE SAFETY COUNCIL; VOTING

3.1 **Life Safety Council.** The Participants shall be jointly responsible for administering this Agreement through the Central Arizona Life Safety Response

System Council (the "Life Safety Council"). The purpose of the Life Safety Council is to ensure the effective and efficient operation of the Automatic Aid System. Each

Participant is a member of the Life Safety Council and is expected to participate in scheduled meetings.

A. **Composition.** The Fire Chief from each Participant shall serve as the official representative to the Life Safety Council from that jurisdiction. The Fire Chief may appoint an alternate to attend Life Safety Council meetings.

B. **Responsibilities.** The responsibilities of the Life Safety Council shall be as follows:

- (1) Evaluate requests to participate in this Automatic Aid Agreement from other fire departments/districts that are dispatched by the Phoenix Dispatch Center or Mesa Dispatch Center. Requests for participation will be evaluated to ensure compliance with the Automatic Aid Eligibility Standards and Requirements prescribed herein and to determine impact upon existing Participants.
- (2) Evaluate proposed modifications to a Participant's service delivery model for compliance with the criteria established herein and for impact on other Participants.
- (3) Establish such technical committees or working groups as may be necessary for the efficient and effective operation of the Automatic Aid System.
- (4) Develop, approve or modify such technical documents as may be necessary for the efficient and effective operation of the Automatic Aid System.
- (5) Develop, within the first year of this Agreement, Life Safety Council bylaws establishing Life Safety Council procedure, such as and without limitation, notice of meetings, the taking of meeting minutes, the distribution of minutes, etc.
- (6) Evaluate and consider for adoption national benchmarks as may be appropriate for implementation within the Automatic Aid System.
- (7) Develop, approve or modify alternative response models as appropriate based on the area served by the Participants (i.e. urban, suburban, rural), which may be subsequently implemented by Participants.
- (8) Establish methods for service measurement, provided that:
 - (a) "Time of dispatch" will be measured from the point in time at which the Dispatch and Deployment Center has notified the

station, or the responding unit out of the station, of the call through the station alert system, radio, or Mobile Computer Terminal ("MCT").

(b) "Response time" will be measured from the Time of Dispatch to the time of arrival on-scene.

(9) Vote on all actions that will significantly or materially impact or change the responsibilities of the Life Safety Council and/or the automatic aid eligibility standards and requirements for the Participants', as prescribed in this Agreement, utilizing the voting process set forth below.

3.2 Voting Process. For matters pertaining to this Agreement that require voting by the Life Safety Council, the voting process shall incorporate tiered voting. The initial vote (Tier 1) will utilize a single, non-weighted vote per Participant. After the initial vote has been conducted, any Participant shall have the right to request a second vote that will utilize weighted voting (Tier 2). For the weighted vote, each individual Participant's vote will be formed by assigning a percentage to that Participant. The percentage to be assigned will be calculated based upon that individual Participant's total calls for service within that Participant's geographical boundaries, compared to the total number of calls for service within the geographical boundaries of all Participants to this Agreement combined (see Attachment B). This calculation will be based on the reported call volumes as determined by the Regional Computer Aided Dispatch centers. Any members' voting weight exceeding forty percent (40%) shall be reduced and will be weighted to no more and to no less than 40%. Such reduction shall not affect the weighted vote of any other member. The percentages assigned to Participants will be reviewed, recalculated and reassigned every five (5) years at the time this Agreement is renewed.

3.3 Passage. In order to pass, all matters to be voted on by the Life Safety Council will require a simple majority vote for Tier 1 voting, and for Tier 2 voting, a majority vote of at least fifty-one (51) percent is required.

ARTICLE 4—SERVICE AREA CHANGES

4.1 Service Area Changes. Certain changes to a Participant's operations within its service area have the potential to negatively affect its neighboring Participants and ultimately negatively affect the Automatic Aid System in its entirety. The occurrence of the following events is subject to review by the Life Safety Council.

A. Reduction in Service Levels. If at any time while this Agreement is in effect, an Automatic Aid System Participant desires to, close a fire station and/or increase its geographical/jurisdictional boundaries to include an area more than five (5) square miles, or reduce its level of fire, medical or

emergency services provided within its municipal or jurisdictional boundaries, the Automatic Aid System Participant desiring to initiate the change and prior to initiating the change, will give a minimum of 120 day notice to all Parties for a 30 day review period for any potential impacts to the system. This notice shall include a proposed plan on how the notifying party will maintain the requirements and standards set forth in Article 2 of this Agreement. If after review, it is determined by any Participant that the change will result in a change to the response order of another jurisdiction's primary response units or any other negative impact to any jurisdiction or to the system as a whole, any Party can request a vote of the Central Life Safety Response System Council for a determination as to whether the proposed newly modified area will remain eligible for automatic aid response or if the proposed newly modified area will then default to a mutual aid response. The Council will utilize the voting process set forth in this Agreement.

ARTICLE 5–MUTUAL AID AND OTHER AGREEMENTS

- 5.1 Mutual Aid Areas.** Calls to response areas outside of the jurisdictional boundaries of the Participants in the Automatic Aid System will be considered mutual aid when such written agreements between relevant parties exist or when a Participant has been defaulted from the Automatic Aid System and deemed a Mutual Aid Member (as set forth in Article 4, Service Area Changes). Requests for and responses to mutual aid will be at the sole discretion of the parties involved. Any response to a mutual aid jurisdiction by a Participant will not bind any other Participant to respond. Under these circumstances, a mutual aid request may require approval by the highest ranking on-duty fire officer of the Participant asked to provide the resources.
- 5.2 Other Agreements.** Nothing in this Agreement shall limit the ability of any or all the Parties from continuing to perform under existing agreements (other than any previous automatic aid agreements between any of the Parties, hereto, which upon execution of this Agreement are superseded), entering into future agreements, or agreeing to participate in more specific contracts for services, mutual assistance or automatic response(s) or prohibit any of the Parties from providing emergency assistance to another jurisdiction that is not a Participant in this Agreement. Such agreements will not be binding on or commit any other Participants to provide automatic aid or mutual aid to the other jurisdiction; such other future agreements also do not extend any rights associated with this Agreement to any other entity that is not a Party.

ARTICLE 6–TERM OF THE AGREEMENT

- 6.1 Term; Renewal.** This Agreement shall commence on December 20, 2022, and shall continue in force through December 19, 2032, or until terminated by formal act of the Parties. This Agreement shall automatically renew for successive five-

year terms, unless terminated earlier by formal act of the Parties.

- 6.2 Termination.** If an individual Party wishes to terminate its participation in this Agreement, it shall provide all Participants 120 days' formal notice, in writing, of intention to terminate. That terminating party's termination will then be effective on the 121st day after notice has been provided, unless the notice to terminate has been withdrawn.

ARTICLE 7—GENERAL TERMS AND CONDITIONS

- 7.1 No Third-Party Beneficiaries.** The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third-Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 7.2 Workers' Compensation.** To the extent required by law, and pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the agency solely liable for payment of all workers' compensation and related benefits.
- 7.3 Immigration Requirements.** To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.
- 7.4 No Joint Venture.** No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.
- 7.5 Notices.** Any notice to be provided to a Party or Parties to this Agreement shall be satisfied by sending a written letter by U.S. mail, certified, return receipt to the current fire chief of each respective Participant. Notice shall be deemed effective five days after mailing.
- 7.6 Cancellation for Conflicts of Interest.** This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.
- 7.7 No Israel Boycott.** In accordance with A.R.S. § 35-393.01, by entering into this

Agreement, each Participant certifies that it is not currently engaged in, and agrees that for the duration of this Agreement to not engage in a boycott of Israel.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF PHOENIX, a municipal corporation

Jeffrey Barton, City Manager

By: _____

Michael J. Duran

Fire Chief

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant Chief Counsel

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF PHOENIX

By: _____

David Lavelle

Assistant Chief Counsel

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF AVONDALE, a municipal corporation

By: _____
Ron Corbin
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF AVONDALE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

ARIZONA FIRE AND MEDICAL AUTHORITY

By: _____
Mark Burdick
Fire Chief

ATTEST:

Authority Administrative Director

APPROVED AS TO FORM:

Authority Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

ARIZONA FIRE AND MEDICAL AUTHORITY

By: _____
Authority Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF BUCKEYE a municipal corporation

By: _____
Daniel Cotterman
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF BUCKEYE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

BUCKEYE VALLEY FIRE DISTRICT

By: _____
Mark Burdick
Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

BUCKEYE VALLEY FIRE DISTRICT

By: _____
District Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF CHANDLER, a municipal corporation

By: _____
Joshua Wright
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF CHANDLER

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

DAISY MOUNTAIN FIRE AND MEDICAL

By: _____
Brian Tobin
Fire Chief

ATTEST:

Clerk

APPROVED AS TO FORM:

Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

DAISY MOUNTAIN FIRE AND MEDICAL

By: _____
Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF EL MIRAGE, a municipal corporation

By: _____
Crystal Dyches
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF EL MIRAGE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF GLENDALE, a municipal corporation

By: _____
Kevin Phelps
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF GLENDALE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF GILBERT, a municipal corporation

By: _____
Patrick Banger
Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

TOWN OF GILBERT

By: _____
Town Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF GOODYEAR, a municipal corporation

By: _____
Julie Karins
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF GOODYEAR

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF GUADALUPE, a municipal corporation

By: _____
Valarie Molina
Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

TOWN OF GUADALUPE

By: _____
Town Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF MARICOPA, a municipal corporation

By: _____
Rick Horst
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF MARICOPA

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF MESA, a municipal corporation

By: _____
Chris Brady
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF MESA

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF PEORIA, a municipal corporation

By: _____
Jeff Tyne
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF PEORIA

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF QUEEN CREEK, a municipal corporation

By: _____
John Kross, ICMA-CM
Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

TOWN OF QUEEN CREEK

By: _____
Town Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

RIO VERDE FIRE DISTRICT

By: _____
Jay Ducote
Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

RIO VERDE FIRE DISTRICT

By: _____
District Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF SCOTTSDALE, a municipal corporation

By: _____
David D. Ortega
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF SCOTTSDALE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

SUN CITY FIRE DISTRICT

By: _____
Rob Schmitz
Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

SUN CITY FIRE DISTRICT

By: _____
District Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

SUPERSTITION FIRE AND MEDICAL DISTRICT

By: _____
John Whitney
Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

SUPERSTITION FIRE AND MEDICAL DISTRICT

By: _____
District Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF SURPRISE, a municipal corporation

By: _____
Bob Wingenroth
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF SURPRISE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF TEMPE, a municipal corporation

By: _____
Andrew Ching
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF TEMPE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF TOLLESON, a municipal corporation

By: _____
Reyes Medrano Jr.
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF TOLLESON

By: _____
City Attorney

Date: _____

ATTACHMENT A

AUTOMATIC AID SYSTEM PARTICIPANTS

	PARTICIPANT	DATE APPROVED
1	Avondale Fire and Medical	
2	Arizona Fire and Medical Authority	
3	Buckeye Fire and Medical	
4	Buckeye Valley Fire District	
5	Chandler Fire Department	
6	Daisy Mountain Fire and Medical	
7	El Mirage Fire Department	
8	Glendale Fire Department	
9	Gilbert Fire Department	
10	Goodyear Fire Department	
11	Guadalupe Fire Department	
12	Maricopa Fire Department	
13	Mesa Fire and Medical	
14	Peoria Fire and Medical	
15	Phoenix Fire Department	
16	Queen Creek Fire Department	
17	Rio Verde Fire District	
18	Scottsdale Fire Department	
19	Sun City Fire District	
20	Superstition Fire and Medical	
21	Surprise Fire and Medical	
22	Tempe Fire and Medical	
23	Tolleson Fire Department	

ATTACHMENT B

VOTING PROCESS and WEIGHTED VOTE PERCENTAGE

For matters pertaining to this Agreement that require voting by the Life Safety Council, the voting process shall incorporate tiered voting. The initial vote (Tier 1) will utilize a single, non-weighted vote per Participant. After the initial vote has been conducted, any Participant shall have the right to request a second vote that will utilize weighted voting (Tier 2). For the weighted vote, each individual Participant's vote will be formed by assigning a percentage to that Participant. The percentage to be assigned will be calculated based upon that individual Participant's total calls for service within that Participant's geographical boundaries, compared to the total number of calls for service within the geographical boundaries of all Participants to this Agreement combined. This calculation will be based on the reported call volumes as determined by the Regional Computer Aided Dispatch centers. Any members' voting weight exceeding forty percent (40%) shall be reduced and will be weighted to no more and to no less than 40%. Such reduction shall not affect the weighted vote of any other member. The percentages assigned to Participants will be reviewed, recalculated and reassigned every five (5) years at the time this Agreement is renewed.

Call Volume by Jurisdiction					
Jurisdiction	#Incidents	%Incidents	Vote	Yes	No
Arizona Fire and Medical Authority	14,786	2.44%			
Avondale Fire and Medical	10,551	1.74%			
Buckeye Fire and Medical	8,695	1.43%			
Buckeye Valley Fire District	2,191	0.36%			
Chandler Fire, Health & Medical	26,027	4.29%			
Daisy Mountain Fire and Medical	4,845	0.80%			
El Mirage Fire Department	3,312	0.55%			
Goodyear Fire Department	10,922	1.80%			
Gilbert Fire Department	21,331	3.52%			
Glendale Fire Department	34,782	5.73%			
Guadalupe Fire Department	1,134	0.19%			
Maricopa Fire Department	6,092	1.00%			
Mesa Fire and Medical	82,815	13.65%			
Peoria Fire and Medical	22,829	3.76%			
Phoenix Fire Department	241,565	39.83%			
Queen Creek Fire Department	8,360	1.38%			
Rio Verde Fire District	898	0.15%			
Scottsdale Fire Department	37,188	6.13%			
Sun City Fire District	11,135	1.84%			
Superstition Fire and Medical District	7,779	1.28%			
Surprise Fire and Medical	18,602	3.07%			

Tempe Fire and Medical	28,502	4.70%			
Tolleson Fire Department	2,210	0.36%			
Grand Total	606,551	100.00%			

CITY COUNCIL REPORT

SUBJECT: Ordinance 2066-1222 Abandonment of Public Drainage Easement

MEETING DATE: 12/5/2022

TO: Mayor and Council

FROM: Aric Stewart, Director, Engineering Department, (623) 333-4241

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

The approval of this agenda item will maintain and expand quality infrastructure.

PURPOSE:

City Council will consider a request to adopt Ordinance 2066-1222 authorizing the abandonment of a public drainage easement located generally south of The Boulevard (formerly City Center Drive), and east of Avondale Boulevard, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

City Council approved "Final Plat for Avondale City Center Phase 2" on September 6, 2011, which was recorded in Book 1095, Page 5, with the Maricopa County Recorder's Office. The plat referenced two drainage easements which were to be abandoned by the plat. However, the easements should have been abandoned by a separate City Council action and not by a recorded plat. The City acquired the drainage easements via Document Numbers 2002-1429603 and 2002-1429604 and Book 1095, Page 5, with the Maricopa County Recorder's Office.

DISCUSSION:

Since the two drainage easements overlap and are now considered as one drainage easement, Staff wishes to abandon the drainage easement in the proper manner by adoption of an ordinance by City Council.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the abandonment of a public drainage easement located generally south of The Boulevard (formerly City Center Drive), and east of Avondale Boulevard, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore

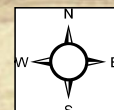
Drainage Easement to be Abandoned

W CORPORATE DR

THE BLVD

N 114TH AVE

N AVONDALE BLVD



0 20 40 80 120 160 Feet

ORDINANCE NO. 2066-1222

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ABANDONMENT OF TWO DRAINAGE EASEMENTS GENERALLY LOCATED EAST OF AVONDALE BOULEVARD AND NORTH OF FILLMORE STREET IN AVONDALE.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to dispose of its acquired property as the City’s interests may require; and

WHEREAS, the City has two drainage easements, generally located east of Avondale Boulevard and north of Fillmore Street in the City as depicted on Final Plat for MGN1, LLC Parcel (the “Easements”) recorded at Instrument No. 2021-0999353, in the Maricopa County Recorder’s Office on September 15, 2021; and

WHEREAS, the Council of the City of Avondale (the “City Council”) has determined that the Easements, consisting of approximately $\pm$ 0.548 acres, are no longer needed and therefore, it is necessary and appropriate to abandon said 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 and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby declared to be no longer necessary and are hereby abandoned.

SECTION 3. Upon recordation of this Ordinance in the office of the Maricopa County Recorder, the Easements shall be forever extinguished and all right and title to the real property described therein shall vest in the surrounding privately owned parcel, owner of Maricopa County Assessor Parcel No. 102-57-272.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
December 5, 2022.

Kenneth Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2066-1222

[Legal Description and Map]

See following pages.

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
DRAINAGE EASEMENTS
OVER A PART OF APN 102-57-272

A PARCEL OF LAND SITUATED IN A PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF BEGINNING 1, LOCATED AT THE MOST NORTHWESTERLY CORNER OF LOT 8, AVONDALE CITY CENTER PHASE 2, RECORDED IN BOOK 1095, PAGE 5, AND ALSO BEING THE MOST NORTHWESTERLY CORNER OF LOT 1, FINAL PLAT FOR MGN1, LLC PARCEL, RECORDED IN BOOK 1618, PAGE 10, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 00 DEGREES 02 MINUTES 19 SECONDS EAST, A DISTANCE OF 99.41 FEET;

THENCE SOUTH 06 DEGREES 47 MINUTES 02 SECONDS WEST, A DISTANCE OF 126.27 FEET;

THENCE SOUTH 00 DEGREES 02 MINUTES 19 SECONDS EAST, A DISTANCE OF 356.35 FEET TO THE MOST SOUTHWESTERLY CORNER OF THE AFORESAID LOT 8 ALSO BEING THE MOST SOUTHWESTERLY CORNER OF LOT 2, FINAL PLAT FOR MGN1, LLC PARCEL, RECORDED IN BOOK 1618, PAGE 10, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 45 DEGREES 28 MINUTES 32 SECONDS WEST, A DISTANCE OF 42.11 FEET TO THE EAST RIGHT OF WAY LINE OF AVONDALE BOULEVARD;

THENCE UPON AND WITH SAID EAST RIGHT OF WAY LINE, NORTH 00 DEGREES 02 MINUTES 19 SECONDS WEST, A DISTANCE OF 310.81 FEET TO THE POINT OF BEGINNING 2;

THENCE CONTINUING NORTH 00 DEGREES 02 MINUTES 19 SECONDS WEST, A DISTANCE OF 17.78 FEET;

THENCE NORTH 06 DEGREES 47 MINUTES 02 SECONDS EAST, A DISTANCE OF 126.27 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 19 SECONDS WEST, A DISTANCE OF 67.15 FEET;

THENCE NORTH 44 DEGREES 30 MINUTES 46 SECONDS EAST, A DISTANCE OF 42.76 FEET TO THE POINT OF BEGINNING 1;

EXCEPTING:

ANY PART OF THE DESCRIBED PARCEL WITHIN AFORESAID SAID LOT 1;

TOGETHER WITH:

BEGINNING AT THE POINT OF BEGINNING 2, LOCATED AT THE SOUTHWESTERLY CORNER OF

THAT CERTAIN DRAINAGE EASEMENT DESCRIBED IN DOCUMENTS NO 2002-1429603 AND 2002-1429604, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE UPON AND WITH THE AFORESAID EAST RIGHT OF WAY LINE, NORTH 00 DEGREES 02 MINUTES 19 SECONDS WEST, A DISTANCE OF 17.78 FEET;

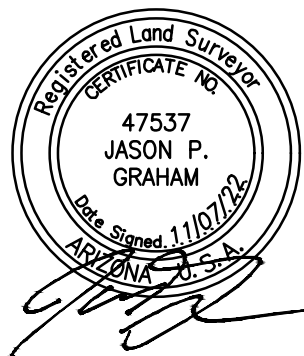
THENCE NORTH 06 DEGREES 47 MINUTES 02 SECONDS EAST, A DISTANCE OF 96.08 FEET;

THENCE DEPARTING THE AFORESAID EAST RIGHT OF WAY LINE, NORTH 89 DEGREES 03 MINUTES 03 SECONDS EAST, A DISTANCE OF 110.59 FEET;

THENCE SOUTH 00 DEGREES 02 MINUTES 31 SECONDS EAST, A DISTANCE OF 113.00 FEET;

THENCE SOUTH 89 DEGREES 03 MINUTES 03 SECONDS WEST, A DISTANCE OF 122.01 FEET TO THE POINT OF BEGINNING 2;

SAID HEREIN DESCRIBED PARCELS CONTAIN A COMBINED COMPUTED AREA OF 23,877 SQUARE FEET OR 0.548 ACRES OF LAND, MORE OR LESS.



* BK 1095, PG 5, MCR
ABANDONMENT NOT APPROVED
BY CITY, THUS NOT VALID

 DRAINAGE EASEMENT AREA
 AREA EXCLUDED FROM DRAINAGE EASEMENT

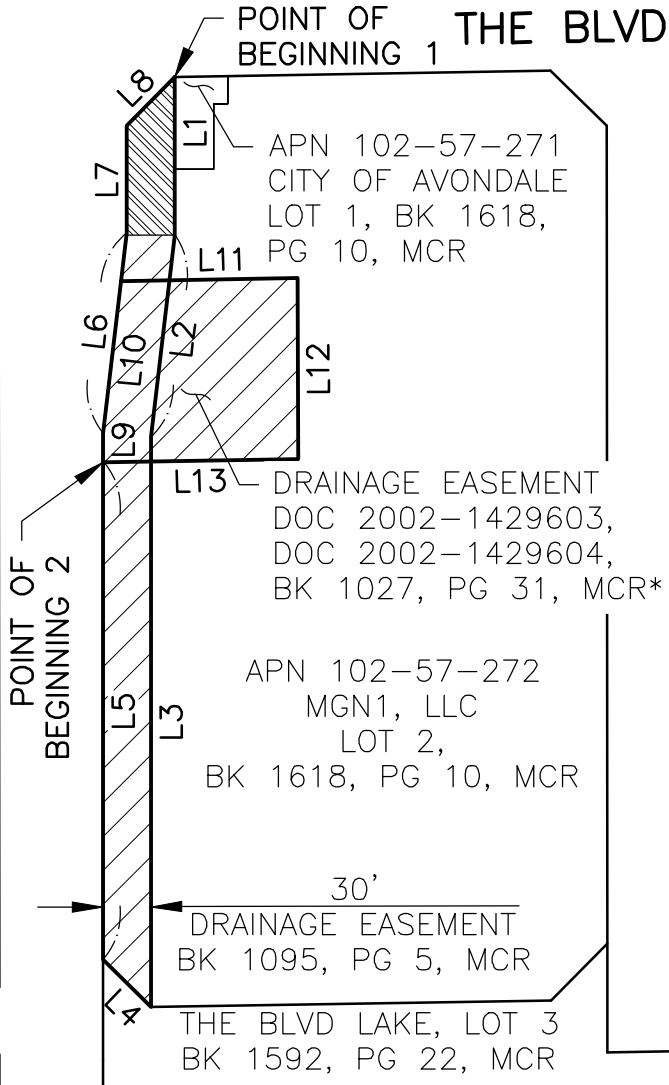
FD BRASS CAP IN HANDHOLE
W 1/4 COR SECTION 6, T1N, R1E



COMBINED
EASEMENT AREA:
23,877 SF OR
0.548 ACRES

AVONDALE BLVD

N00°02'19"W 2626.76'



114TH AVENUE

LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	S00°02'19"E	99.41'
L2	S06°47'02"W	126.27'
L3	S00°02'19"E	356.35'
L4	N45°28'32"W	42.11'
L5	N00°02'19"W	310.81'
L6	N06°47'02"E	126.27'
L7	N00°02'19"W	67.15'
L8	N44°30'46"E	42.76'
L9	N00°02'19"W	17.78'
L10	N06°47'02"E	96.08'
L11	N89°03'03"E	110.59'
L12	S00°02'31"E	113.00'
L13	S89°03'03"W	122.01'

FD BRASS CAP IN HANDHOLE
SW COR SECTION 6, T1N, R1E

THIS IS NOT A PROPERTY BOUNDARY SURVEY.

DIBBLE



Dibble Project No
1018119.04

EXHIBIT "A"
DRAINAGE EASEMENTS
APN 102-57-272

A PART OF SOUTHWEST SECTION 6, T1N,
R1E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: NOV 2022

DRN: BAR CHK: CSD

PAGE 3

CITY COUNCIL REPORT

SUBJECT: Ordinance 2067-1222 – Southwest Gas Easement for the Avondale Aquatic Center

MEETING DATE: 12/5/2022

TO: Mayor and Council

FROM: Aric Stewart, Director, Engineering Department, (623) 333-4241

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

The approval of this agenda item will maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:

City Council will consider a request to adopt Ordinance 2067-1222 authorizing the granting of a natural gas easement to Southwest Gas (SW Gas) in connection with the Avondale Aquatic Center Project and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On June 5, 2021, City Council approved funding for a proposed aquatic center, and on February 22, 2022, City Council gave additional direction regarding the overall design features of the facility. Construction activities for the aquatic center began in June 2022. As part of construction, SW Gas will be granted an easement to provide natural gas service to the facility.

DISCUSSION:

The design engineering team for the project evaluated the water heating needs for the facility and determined that natural gas heaters for the locker rooms and pools would provide the most cost effective and efficient method for allowing the facility to operate during cooler months. The design team and City staff worked with SW Gas to determine the correct sizing and a minimized path to bring natural gas from Avondale Boulevard to the new facility located on the Civic Center Campus.

An easement 8 feet in width will be granted to SW Gas. This easement is generally located south of Civic Center Drive and east of Avondale Boulevard. This easement will allow SW Gas to install and maintain the

natural gas pipeline and appurtenances necessary to serve the aquatic center.

BUDGET IMPACT:

There is no impact to the budget for this action.

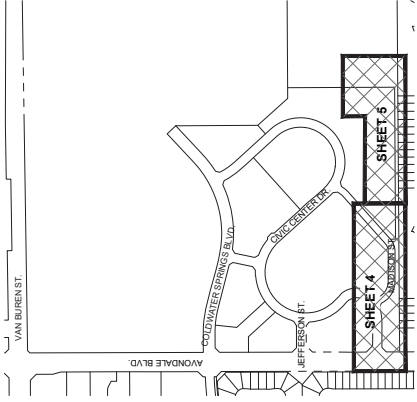
RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the granting of a natural gas easement to Southwest Gas in connection with the Avondale Aquatic Center Project and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore

DESIGN LEGEND

- EXISTING GAS MAIN
EXISTING GAS SERVICE
GAS LINE TO BE ABANDONED
PROPOSED GAS MAIN
PROPOSED GAS SERVICE
STEEL RISER
ANODELESS RISER
GASLIGHT
GAS VALVE
EXCESS FLOW VALVE
RELIEF VALVE
COUPLINGS
BOND OVER
CP TEST POINT
INSULATOR
REGULATOR STATION
RECTIFIER
ANODE
SODA
METER SET ASSEMBLY
PURGE POINT
BRANCH CVT LINE STOPPER
EXISTING EASEMENT
ROW LINE
PROPERTY LINE
STREET CENTERLINE
EDGE OF PAVEMENT
CABLE LINE - UNDERGROUND
ELECTRIC - OVERHEAD
ELECTRIC - UNDERGROUND
FIBER OPTIC - UNDERGROUND
PHONE - OVERHEAD
PHONE - UNDERGROUND
RECLAIMED WATER
SEWER
STORMWATER
WATER
UTILITY FEDESTALS
FIRE HYDRANT
MANHOLE
WATER VALVE
SURVEY MONUMENT
POWER POLE
GAS FLOW ARROW



SHEET INDEX MAP

NOTE:
ALL ROAD CROSSING MAIN, AND SERVICES TO BE SLEEVED
WITH APPROPRIATE SIZE SLEEVING MATERIAL.

= GAS ONLY TRENCH

MAPPING
MAOP FOR ALL
COMPONENTS
ESTABLISHED WITH AIR
AT 1.5 TIMES MAOP
SWG STATUS: 150 OTHER

TEST DURATION
FOR FACILITIES
THAT WILL BE OPERATED
AT OR BELOW MAOP
MINIMUM TEST DURATION: 4 HOURS
CHART IS REQUIRED

DESIGN PIPE SUMMARY	
DESIGN QTY	DESCRIPTION
2,114'	2" P80400 MAIN

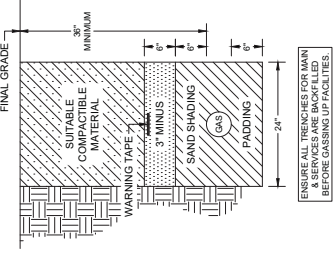
SHEET INDEX	
1	COVER SHEET
2	SIGNATURE SHEET
3	NOTES AND STANDARD DETAILS
44	PLAN SHEETS

BENCH MARK
FOUND 3" CITY OF
AVONDALE BRASS CAP
FLUSH
LOCATED AT THE FRONT OF
AVONDALE CITY HALL
LOCATED AT AVONDALE
BOULEVARD AND JEFFERSON
STREET.
ELEVATION = 996.80

THIS PROJECT IS NOT INSTALLING,
ABANDONING OR TYING INTO ANY
STEEL GAS FACILITIES.

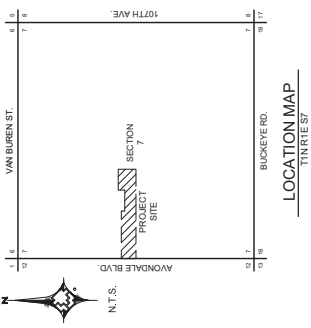
OPTIONAL ODORANT CONDITIONING GUIDELINES FOR
NEW PIPELINE CONSTRUCTION OVER 1000 FEET
NOTE: MEASUREMENT & CONTROL GROUP SERVICES AT LEAST 48
HOURS PRIOR TO PLACING PIPELINE INTO SERVICE TO SEE IF ODORANT
CONDITIONING IS RECOMMENDED.
MAC SUPERVISOR WILL SCHEDULE ODORANT CONDITIONING IF NEEDED.
PIPE SIZE: 2 INCHES
PIPELINE LENGTH: 2,114 FEET
ODORANT IN FLUID DUKES: 1 TO 2
CONTACT: TECH SERVICES PHONE: (480) 735-5095

MAIN INSTALLATION
DETAIL #306



ENSURE ALL TRENCHES FOR MAIN
AND SERVICES ARE PROTECTED
BEFORE CASSING UP FACILITIES.

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Information Act and the Protected Critical Infrastructure
Information Act of 2002, and Arizona Revised Statutes § 4-427.
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SOUTHWEST GAS CORPORATION
CUSTOMER TRENCH REQUIREMENTS
DETAIL #340

- CUSTOMER IS RESPONSIBLE TO PROVIDE THE FOLLOWING:
- REMOVAL OF SPOILS AND RESTORATION OF SURFACE MATERIAL INCLUDING PAVEMENT.
 - PROVIDE AND INSTALL BACKFILL MATERIAL.
 - PROVIDE AND INSTALL SHADING SHALL BE 3" MINUS IN SIZE IN ALL DIMENSIONS.
 - PAVEMENT AND CONCRETE CUTS.
 - EXCAVATION PERMITS.
 - TRENCH FOR MAIN AND STUDS.
 - REPAIR OF ANY DAMAGE TO EXISTING UTILITIES.
 - CONTACT SWG FOR INSPECTION OF TRENCH ALLOW 2-3 DAYS FOR SCHEDULING:
 - WEST OF I-17: NEW BUSINESS ACTIVITIES
 - ED WIDEMAN @ (602) 763-9019
 - ED WIDEMAN @ (602) 763-9019
 - ED WIDEMAN @ (602) 763-9019
 - EAST OF I-17: NEW BUSINESS ACTIVITIES
 - NBE REPRESENTATIVE @ (480) 735-3627
 - ROBERT SCHUBERT @ (602) 763-2227
 - ANDY HERNANDEZ @ (602) 484-5284
 - ANY DAMAGES INCURRED ON JOB SITE.
 - ALL APPLICABLE OSHA AND BLUE STAKE REQUIREMENTS.
 - THERE SHALL BE A MINIMUM CLEARANCE, EITHER VERTICAL OR HORIZONTAL OF 12" BETWEEN THE GAS MAIN AND ANY STRUCTURES INCLUDING STORM DRAIN, TILES, BOX CULVERTS, AND OTHER UTILITIES.
 - TO INSTALL TRENCH IN LOCATION THAT IS DEPICTED ON SWG DRAWING. SWG WILL NOT PROVIDE SURVEY FOR CUSTOMER PROVIDED TRENCH.
- NOTES:
TV WILL TIE 3/4" SERVICE CONDUITS. TELCO WILL TIE 1" ORANGE CONDUITS. GAS WILL PROVIDE SHADE BETWEEN THEIR MAIN & CABLE & TELCO. R.O.W. 36" COVER WILL BE MAINTAINED. MAINTAIN AS MUCH SEPARATION AS POSSIBLE BETWEEN CABLE TV AND TELEPHONE SERVICE WIRE CONDUITS. MAINTAIN 12" SEPARATION BETWEEN MAINLINE CABLE CONDUIT AND TELCO MAIN CABLE.

NOTE: MAOP ESTABLISHED USING NITROGEN
AIR OR EQUAL TO 150% MAOP (1.5X OTHER)

APPROVED FOR
CONSTRUCTION
ORIGINAL

SYS: 42315
DRAWN BY: GARY BRETON
SEGMENT M.A.O.P.: 60 PSIG
SYSTEM M.A.O.P.: 60 PSIG
SYSTEM M.O.P.: 60 PSIG

ENGINEER/TECHNICIAN	ED WIDEMANN	PHONE: (602) 763-9019
ACCOUNT REP.	GARY BRETON	PHONE: (480) 273-1316
PROJECT CONTACT		
SHEET NO. 3 OF 5	SCALE N.T.S.	DATE: 10/02/2022
DRAWN BY: SEI	CHECKED BY: EW	01/02/2022
RELATED W.P. NO. S		
44586-43		
45344-40		
45344-50		

NBW - AVONDALE AQUATIC CENTER
11275 W. CIVIC CENTER DR.
AVONDALE, AZ 85323

TEST PERFORMED BY AND VERIFIED BY SIGNATURES

I HAVE **PERFORMED** THE TESTS AS SHOWN ON THE AS-BUILT AND IN ACCORDANCE WITH THE OPERATIONS MANUAL. I HAVE **VERIFIED** THE TESTS AS SHOWN ON THE AS-BUILT AND IN ACCORDANCE WITH THE OPERATIONS MANUAL.

TEST # _____

PERFORMED BY: _____ PRINTED NAME _____ DATE _____

SIG. VERIFIED BY: _____ PRINTED NAME _____ DATE _____

SIGNATURE _____

PURGE PLAN PERFORMED BY SIGNATURES

PURGE PLAN WAS COMPLETED IN ACCORDANCE WITH THE OPERATIONS MANUAL. GIBELINES

DIGG FORMED BY: _____

SIGNATURE _____ PRINTED NAME _____ DATE _____

PIPE JOINER VISUAL INSPECTION CERTIFICATION

I HAVE VISUALLY INSPECTED ALL WELDED JOINTS, SOLENT, CEMENT, MECHANICAL UNITS, AND WELDS THAT HAVE PERFORMED

NAME _____ P.O.# _____

2ND VISUAL INSPECTION CERTIFICATION

I HAVE VISUALLY INSPECTED ALL HEATED JOINTS, SOLENT, CEMENT AND MECHANICAL UNITS THAT HAVE BEEN PERFORMED

NAME _____ P.O.# _____

CONSTRUCTION

INSPECTOR _____ P.O.# _____

FOREMAN _____ P.O.# _____

REVIEWED BY: _____ P.O.# _____



CONTACT ARIZONA AT LEAST TWO FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION

CALL 811 OR CLICK ARIZONA811.COM



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ENGINEER/TECHNICIAN	ED WEIDEMANN	PHONE: (602) 763-9019
ACCOUNT REP.	GARTH BREIDEN	PHONE: (480) 273-1316
PROJECT CONTACT		
SHEET NO. - 2 OF 5	SCALE N.T.S.	DATE: 10/02/2022
DWG. BY - SEI	CHKD. BY - EW	01/02/22 APPRD. BY - GW 10/10/22
RELATED WIR. NO. S		
44586-43		
45344-40		
45344-50		
NBW - AVONDALE AQUATIC CENTER		
11275 W. CIVIC CENTER DR.		
AVONDALE, AZ 85323		





2" DISTRIBUTION MATERIALS LIST			
CODE	DESIGN QTY.	AS-BUILT QTY.	STOCK ID DESCRIPTION
2A	1,000'		100-5103 2" PE8400 PIPE



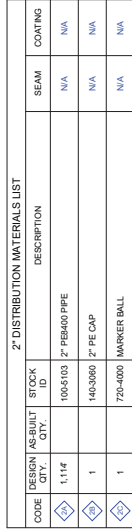
SOUTHWEST GAS CORPORATION

[illegible]

PHONE (602) 765-0019	ED WIEDEMANN
PHONE (480) 275-1316	GARTH BRETTON
PHONE	PROJECT CONTACT
DATE 10/08/2022	SCALE 1" = 40'
	CADD BY EN 10/10/22
	APPROVED BY GW 10/10/22

NBW - AVONDALE AQUATIC CENTER
 11275 W CIVIC CENTER DR.
 AVONDALE, AZ 85532

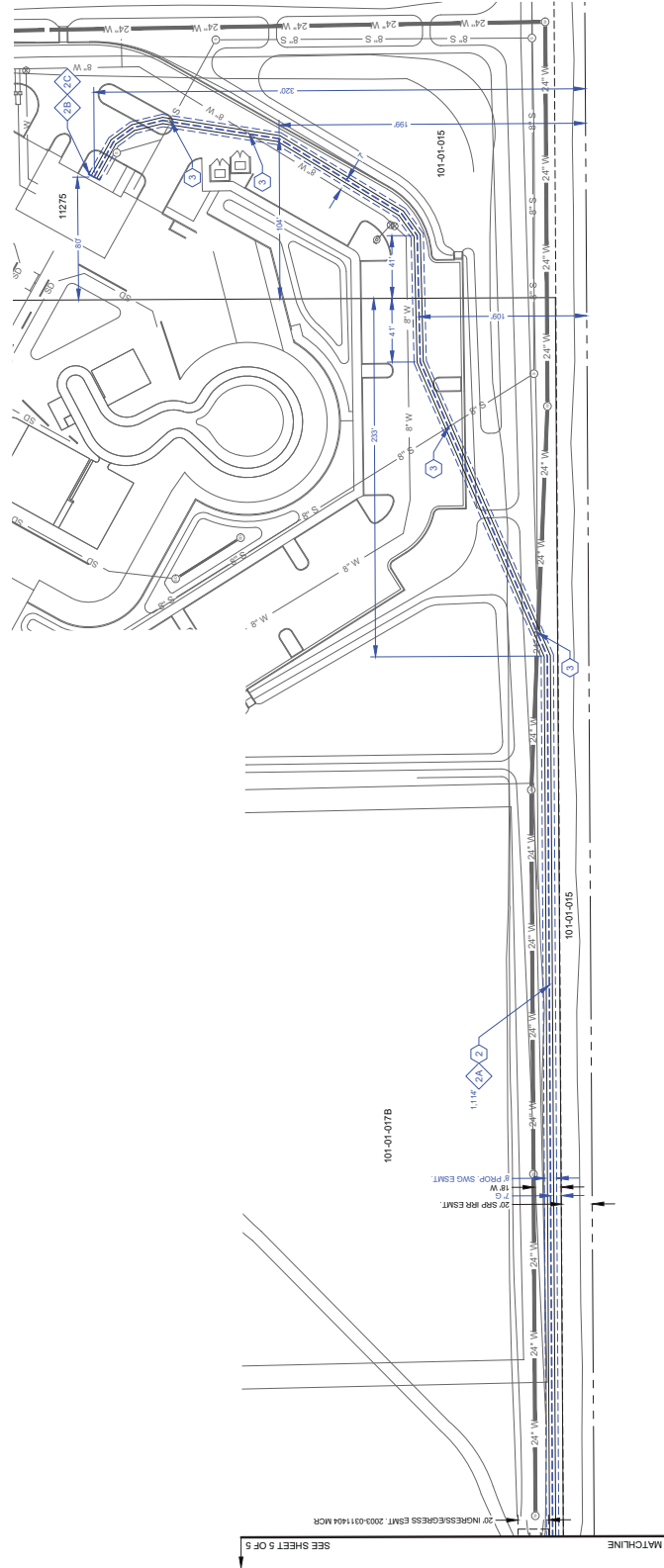
W - AVONDALE AQUATIC CENTER
11275 W. CIVIC CENTER DR.
AVONDALE, AZ 85323



CONSTRUCTION NOTES	
2	INSTALL 2" PE8400 MAIN AS SHOWN
3	UTILITY CROSSING SEE DETAIL "A"

NOTE:
ALL ROAD CROSSING (MAIN, AND SERVICE) TO BE SLEEVED
WITH APPROPRIATE SIZE SLEEVING MATERIAL

= GAS ONLY TRENCH



APPROVED FOR
CONSTRUCTION

CONTACT ARIZONA TITULIST
BEFORE YOU BEGIN EXCAVATION

ARIZONA

CALL 811 OR CLICK ARIZONA811.COM



SOUTHWEST GAS CORPORATION

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NO. **DESCRIPTION** **ISOLATION AREA** **LOCATION**

PERMIT INFORMATION **ATLAS OR FILE**

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PERMIT INFORMATION **ATLAS OR FILE**

ORDINANCE NO. 2067-1222

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING AN EASEMENT TO SOUTHWEST GAS CORPORATION FOR THE INSTALLATION AND MAINTENANCE OF NATURAL GAS PIPELINES FOR THE AVONDALE AQUATIC CENTER PROJECT.

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

SECTION 1. An easement is hereby granted to Southwest Gas Corporation for the installation and maintenance of natural gas pipelines for the Avondale Aquatic Center Project in the form attached hereto as Exhibit 1 and incorporated herein by reference, through, over, under and across certain real property, generally located east of Avondale Blvd, south of Civic Center Drive, south of Madison Street, as described in Exhibit A to the easement form attached hereto as Exhibit 1.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 5, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2067-1222

[Southwest Gas Grant of Easement]

See following pages.

APN # 101-01-015, 101-01-017A,
101-01-017B

Recording Requested By/Return To:
Southwest Gas Corporation
9 South 43rd Avenue
Mail Code 42O-588
Phoenix, Arizona 85009



SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT

This form is used to acquire land rights for installation of pipeline(s) and appurtenances.

Prepared By	<u>mhc2</u>	Reviewed By	<u>jcm6</u>
Sec. <u>7</u>	T <u>1N</u> R <u>1E</u>	Meridian	<u>G&SRM</u>
County	<u>Maricopa</u>	State	<u>Arizona</u>
WR No.	<u>4534433</u>	LRS No.	<u>17520</u>

I (We) CITY OF AVONDALE, an Arizona municipal corporation

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, hereinafter referred to as Grantor(s), does hereby grant, convey, quitclaim and release unto **SOUTHWEST GAS CORPORATION**, a California Corporation, its successors, assigns, licensees, and invitees as reasonably necessary to effect the purpose of the easement, hereinafter referred to as Grantee, a perpetual easement for the installation and maintenance of a natural gas pipeline or pipelines and appurtenances, across, over, under and through the following described property, to wit:

SEE ATTACHED EXHIBIT(s) "A"

together with the right of ingress and egress to and from the said easement and the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal or replacement of same, in whole or in part, at will.

Grantor agrees that no buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, except for street, road or driveway purposes, which Grantor agrees shall not interfere with Grantee's exercise of the rights herein granted. Grantee agrees to work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition which existed before the work was performed.

Except as provided above, Grantee agrees to pay all direct damages which are caused by the Grantee's exercise of the rights herein granted.

W.R. No. 4534433LRS No. 17520

The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.

TO HAVE AND TO HOLD said easement unto Grantee, its successors, assigns, licensees, and invitees, together with all rights granted hereby.

IN WITNESS WHEREOF, the duly authorized representative of the undersigned has executed this Grant of Easement this

_____ day of _____, _____.

CITY OF AVONDALE, an Arizona municipal corporation

Grantor _____

Signature

Grantor _____

Print Name & Title

ACKNOWLEDGMENT

STATE OF _____)

)

COUNTY OF _____)

On _____, before me, _____,
(here insert name of the officer)

a notary public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT

WR# 4534433

Page 3 of 3

APN 101-01-015, 101-01-017A, 101-01-017B

THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 7,
TOWNSHIP 1 NORTH, RANGE 1 EAST, GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 8.00 FEET IN WIDTH, BEING 4.00 FEET ON EACH SIDE OF THE
CENTERLINE OF THE NATURAL GAS PIPELINE(S), LYING WITHIN LOT 7 AND LOT
9, AS SHOWN ON "FINAL PLAT OF AVONDALE CIVIC CENTER" RECORDED IN
OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, IN BOOK 642, PAGE 7,
ON JULY 2, 2003.

CITY COUNCIL REPORT

SUBJECT: Ordinance 2068-1222 - Lower Buckeye Road Right-of-Way Annexation

MEETING DATE: 12/5/2022

TO: Mayor and Council

FROM: Aric Stewart, Director, Engineering Department, (623) 333-4241

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

The approval of this agenda item will maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:

City Council will consider a request to adopt Ordinance 2068-1122 authorizing the annexation of a portion of Lower Buckeye Road right-of-way from 4th Street to Litchfield Road and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale and Maricopa County both have right-of-way and maintenance of Lower Buckeye Road between Litchfield Road and 4th Street. The City and County have agreed that Avondale will annex said County right-of-way and will assume maintenance responsibilities of said right-of-way upon completion of the annexation.

DISCUSSION:

The annexation will allow the City to control the future street and traffic improvements along Lower Buckeye Road west to Litchfield Road. It will also allow the City to review and approve any new ingress/egress driveways along Lower Buckeye Road.

Since the annexation is Maricopa County right-of-way with no other property owners the annexation may be processed in accordance with ARS 9-471 as noted below:

O. As an alternative to the procedures established in this section, a county right-of-way or roadway may be transferred to an adjacent city or town by mutual consent of the governing bodies of the county and city or

town if the property transferred is adjacent to the receiving city or town and if the city or town and county each approve the proposed transfer as a published agenda item at a regular public meeting of their governing bodies. A transfer of property made pursuant to this subsection shall be treated by the receiving city or town as if the transferred property was newly annexed territory.

BUDGET IMPACT:

There are no impacts to the budget for the proposed annexation.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance, authorizing the annexation of a portion of Lower Buckeye Road right-of-way from 4th Street to Litchfield Road and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore

MC85
MAIN ST
EL CIELO
MOUNTAIN VIEW DR
6TH AVE
ELM LN
5TH AVE
7TH AVE
RIO VISTA LN
DEL RIO LN
4TH AVE
5TH AVE
LITCHFIELD RD
3RD AVE
FROST LN
HOLBEN PL
1ST AVE
WHYMAN AVE
CENTRAL AVE
1ST ST
MOUNTAIN VIEW DR
PARK DR
2ND ST
3RD ST
ELM LN
1ST ST
4TH ST
ELM LN
5TH ST
ELM LN
LOWER BUCKEYE RD

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Esri Community Maps Contributors, City of Goodyear, PHX GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, Sources: Esri, Airbus-DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Maricopa County Assessor's Office

ORDINANCE NO. 2068-1222

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF AVONDALE BY ANNEXING THERETO A PORTION OF RIGHT-OF-WAY AND ROADWAY, GENERALLY LOCATED ALONG LOWER BUCKEYE ROAD EAST OF LITCHFIELD ROAD.

WHEREAS, it is the desire of the Council of the City of Avondale (the “City Council”) to annex said territory into the corporate limits of the City of Avondale (the “City”); and

WHEREAS, ARIZ. REV. STAT. § 9-471(O) allows for the annexation of county right-of-way into an adjacent city if the property to be annexed is adjacent to the city for the entire length of the annexation and if the city and the county each approve the proposed annexation as a published agenda item at a regular public meeting of their respective governing bodies; and

WHEREAS, the property proposed for annexation (i) consists of Maricopa County right-of-way and roadway (i) is adjacent to the City for its entire length; and

WHEREAS, this Ordinance has been duly posted as an agenda item at a regular meeting of the City Council.

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

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

SECTION 2. The parcel of land in Maricopa County, Arizona, generally located along Lower Buckeye Road east of Litchfield Road, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Annexation Area”), is hereby annexed into the corporate boundaries of the City of Avondale.

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

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

PASSED AND ADOPTED by the Council of the City of Avondale,
December 5, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2068-1222

(Map and Legal Description of Annexation Area)

See following pages.

EXHIBIT "A"

LEGAL DESCRIPTION FOR COUNTY RIGHT OF WAY

A portion of the Southwest quarter of the Southeast quarter (SW4 SE4) of Section 15 and also of the North half of Section 22. All in Township 1 North, Range 1 West of the Gila & Salt River Meridian, Maricopa County, Arizona and described as follows:

The South 33.00 feet of the Southwest quarter of the Southeast quarter of Section 15; and
The North 33.00 feet of the North half of Section 22, EXCEPT the East 1,360.00 feet thereof.

The above described parcels contain 3.9889 Acres more or less.

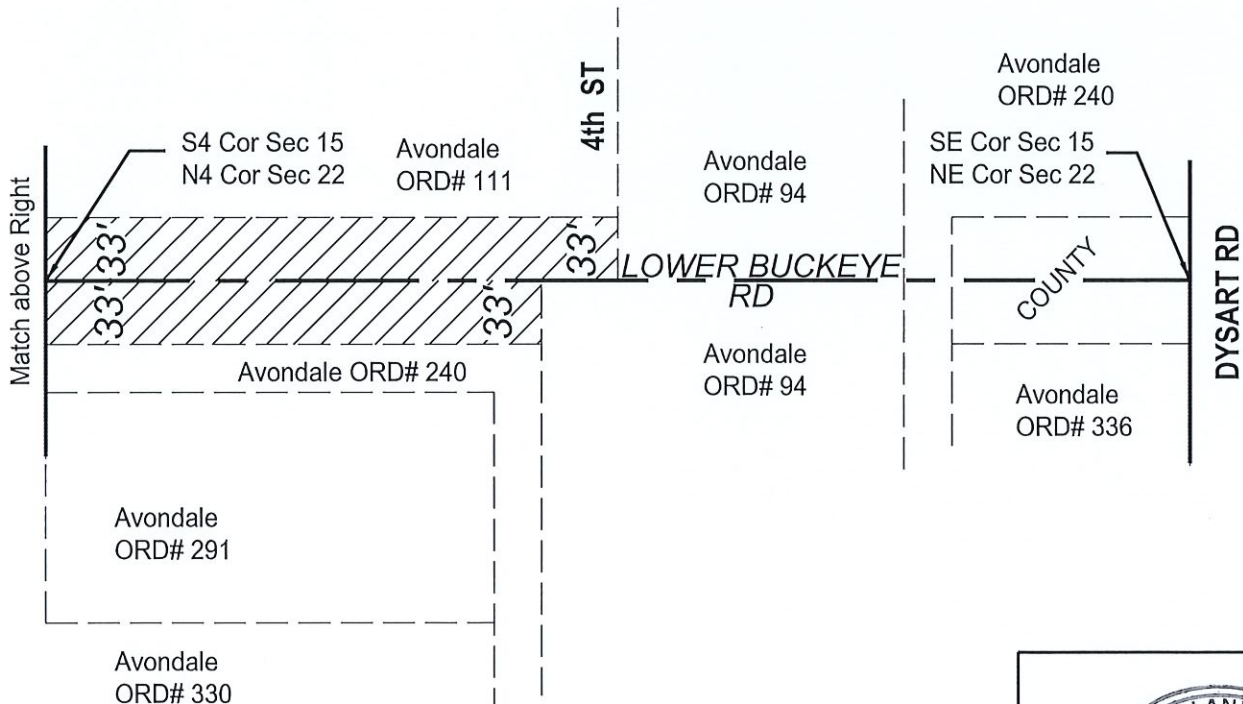
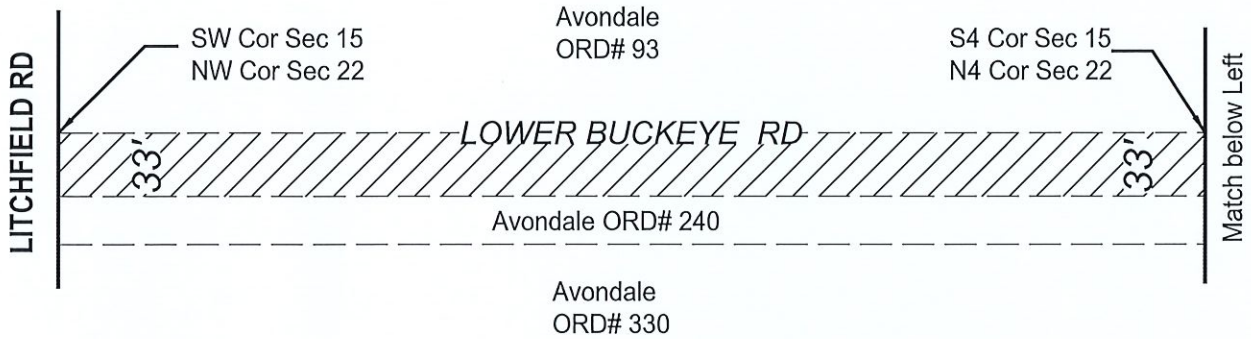
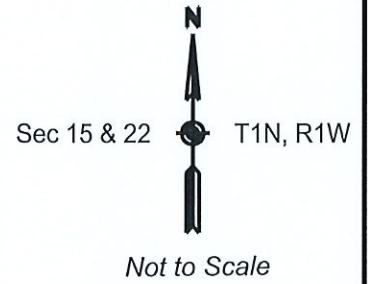
Page 1 of 1

CITY OF AVONDALE

Prepared By
Maricopa County Real Estate Department



Exhibit "B"



Total Area: 3.9889 acres



CITY OF AVONDALE

Prepared by: Maricopa County Real Estate Department

SHT 1 of 1

CITY COUNCIL REPORT

SUBJECT: Avondale Commons – Final Plat - Application PL-22-0221

MEETING DATE: 12/5/2022

TO: Mayor and Council

FROM: Jodie Novak, Director of Development Services (623) 333-4015

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

STRATEGIC OUTCOME: Creative and Sustainable Development

STRATEGY: Maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:

City Council will consider a request by Nicholas Maxwell, of Coe and Van Loo Consultants, Inc., on behalf of property owner Overland Group for approval of a Final Plat – Avondale Commons located at the northwest corner of McDowell Road and Avondale Boulevard. The proposed Final Plat splits a 24.68 gross acre parcel into seven (7) lots, dedicates an eight (8) foot Public Utility Easement along both Avondale Boulevard and McDowell Road, and dedicates 0.56 acres of right-of-way along both streets. The Council will take appropriate action.

BACKGROUND:

The 24.68 gross acre parcel is located at the northwest corner of Avondale Boulevard and McDowell Road and was annexed into the City's corporate limits in February 2006. The site is currently undeveloped although a mixed-use development has been approved for apartments and commercial uses. The project's residential component will consist of 324 apartments distributed between four (4) L-shaped four-story, elevator-served multi-family buildings and eight (8) three-story carriage buildings featuring two floors of living space above ground floor tuck-under garages. The project's commercial component is planned for uses permitted in the City's Community Commercial (C-2) zoning district, including, but not limited to, retail, restaurant, medical and professional office, hospitality, and service uses.

The parcel was rezoned from Avondale Marketplace Planned Area Development (PAD) to Avondale Commons PAD in 2021.

The existing uses and zoning of the surrounding properties are as follows:

- **NORTH:** The majority of property north of the subject site is undeveloped, zoned Agricultural (AG), and currently being utilized for farming. A single-family residence located in Maricopa County, zoned Rural-43, is located north of the property's northeast corner.
- **EAST OF AVONDALE BOULEVARD:** The existing Southwest Valley Specialty Care Center for Phoenix Children's Hospital, zoned Planned Area Development (PAD).

- **SOUTH OF MCDOWELL ROAD:** Undeveloped property currently in agricultural farming use, zoned Crystal Springs Planned Area Development (PAD). The approved Crystal Springs PAD allows for development of the site in accordance with the City's Community Commercial (C-2) district standards and uses.
- **WEST:** Undeveloped property zoned Agricultural (AG), currently in agricultural farming use. A large Salt River Project (SRP) electrical substation is located to the northwest of the property.

SUMMARY OF REQUEST

The applicant is requesting approval of a Final Plat. The proposed Final Plat splits one (1) lot into seven (7) lots to accommodate a mixed use development with apartments and commercial uses with the following approximate lot sizes in square feet:

Lot 1: 528,540
 Lot 2: 40,171
 Lot 3: 30,742
 Lot 4: 61,847
 Lot 5: 142,252
 Lot 6: 44,540
 Lot 7: 112,274

The Final Plat also dedicates an eight (8) foot Public Utility Easement along both Avondale Boulevard and McDowell Road, and dedicates 0.564 acres of public right-of-way along both streets.

ANALYSIS

- The proposed Final Plat has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.
- The proposed Final Plat complies with all applicable City documents, including, but not limited to, the Avondale Subdivision Regulations, Zoning Ordinance, General Plan 2030, and the General Engineering Requirements Manual.
- Approval of the proposed Final Plat will dedicate right-of-way and easements necessary to serve the future development of the property.

DISCUSSION:

The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations. The conditions of approval are reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** Application PL-22-0221 Avondale Commons- Final Plat, subject to the following condition of approval:

1. The recorded Final Plat shall be in conformance with the Avondale Commons - Final Plat dated November 2, 2022.

Contact person for document distribution: Michelle Simerdla



02 OF 03 SHEET

VL Contact: J. MCCARTY
VL Project #: 1.01.0363401

AVONDALE COMMONS
AVONDALE, ARIZONA

FINAL PLAT

NO.	REVISION	DATE

Coe & Van Loo Consultants, Inc.



COUNTY RECORDER

NOT A PART OF THIS SUBDIVISION
APN 501-74-890
AVONDALE MARKETPLACE MLD
BK. 1043, PG. 11 M.C.R.

N89°50'14"E 1073.27'

721.95'

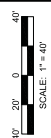
NOT A PART OF THIS SUBDIVISION
APN 501-74-889
AVONDALE MARKETPLACE MLD
BK. 1043, PG. 11 M.C.R.

1

MATCH SHEET 3

LEGEND

- | | | | | | | | | | | | | | |
|---|--|----------------------------------|------------------------|------------------------------------|----------------------------|--------------|----------|--------|--------------------------|------------------------|----------|--------|-----|
| SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED) | CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD. DTL. 120. TYPE "B". | SET 1/2" REBAR WITH TAG L5633851 | EXISTING PROPERTY LINE | SIGHT VISIBILITY TRIANGLE EASEMENT | SUBTILITY UTILITY EASEMENT | RIGHT-OF-WAY | EXISTING | M.C.R. | MARICOPA COUNTY RECORDER | ASSESSOR PARCEL NUMBER | DOCUMENT | DOCKET | |
| ▲ | ● | ⊙ | ⊕ | S.V.T.E. | P.U.E. | P.G. | BK | R/W | EX. | M.C.R. | APN | DOC. | DK. |



COUNTY RECORDER

EAST 1/4 CORNER SECTION 36
TOWNSHIP 19N RANGE 1 WEST
FOUND BRASS CAP FLUSH

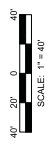
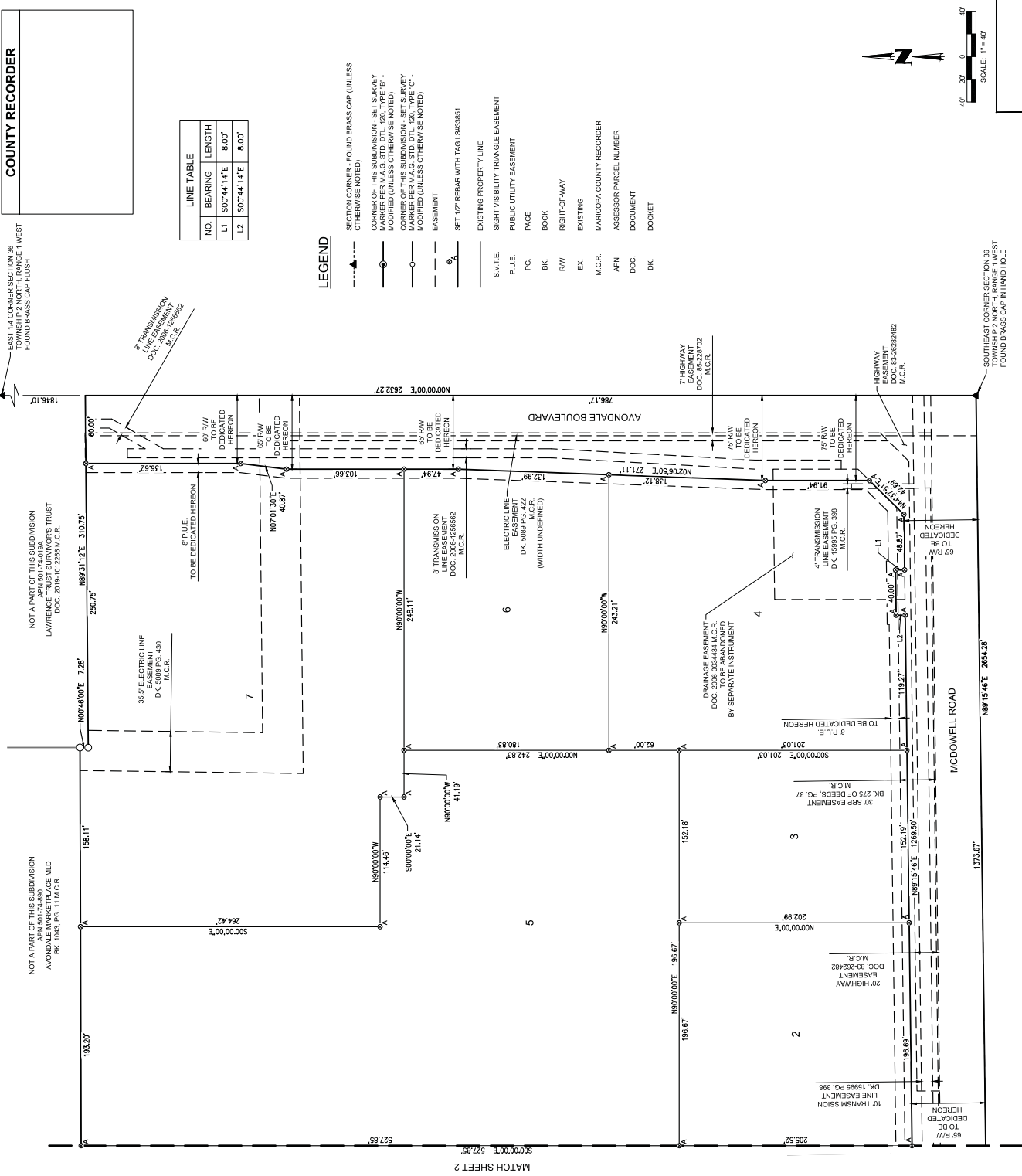
NOT A PART OF THIS SUBDIVISION
LAWRENCE TRUST SURVIVORS TRUST
DOC. 2019-1012266 M.C.R.

NOT A PART OF THIS SUBDIVISION
AVONDALE MARKETPLACE MLD
BK 1043 PG. 11 M.C.R.

LINE TABLE	
NO.	BEARING LENGTH
L1	S00°44'14"E 8.00'
L2	S00°44'14"E 8.00'

LEGEND

- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD. DTL. 120, TYPE "B" - MODIFIED (UNLESS OTHERWISE NOTED)
- CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD. DTL. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
- EASEMENT
- SET 1/2" REBAR WITH TAG LSK33851
- EXISTING PROPERTY LINE
- S.V.T.E. SIGHT VISIBILITY TRIANGLE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- PG. PAGE
- BK. BOOK
- R.W. RIGHT-OF-WAY
- EX. EXISTING
- M.C.R. MARICOPA COUNTY RECORDER
- APN. ASSESSOR'S PARCEL NUMBER
- DOC. DOCUMENT
- DK. DOCKET



SOUTHEAST CORNER SECTION 36
TOWNSHIP 19N RANGE 1 WEST
FOUND BRASS CAP IN HAND HOLE

COE & VAN LOO CONSULTANTS, INC.
1550 North 10th Street
Phoenix, Arizona 85014
Tel: (602) 944-1881
www.cvl.com

NO.	REVISION	DATE

AVONDALE COMMONS
FINAL PLAT

AVONDALE, ARIZONA

03 SHEET OF
J. McCarty
Civil Engineer # 1510393401
Arizona State Board of Professional Engineers and Surveyors
1900 North Central Expressway, Suite 100
Phoenix, Arizona 85016

CITY COUNCIL REPORT

SUBJECT: Public Hearing – StoneCreek Annexation– Application PL-22-0234

MEETING DATE: 12/5/2022

TO: Mayor and Council

FROM: Jodie Novak, Director of Development Services, (623) 333-4015

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

STRATEGIC OUTCOME: Creative and Sustainable Community Development

STRATEGY: Maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:

City Council will hold a public hearing regarding a request by Clayton Corwin, StoneCreek Company, (on behalf of the property owner Stead Family PVHCMF Charitable Remainder Unitrust) to annex approximately 18.9 acres of land located approximately 1,280 feet west of the southwest corner of 107th Avenue and McDowell Road. This item is for discussion and public hearing only; no action is required.

BACKGROUND:

The proposed annexation request includes one (1) parcel of land totaling approximately 18.9 acres located approximately 1,280 feet west of the southwest corner of 107th Avenue and McDowell Road (Exhibit A).

The impetus for the proposed annexation is to accommodate future development of possible retail, office, healthcare and/or hospitality uses. Annexation into the City of Avondale is required in order for the City to provide water and sewer services for the future development.

Currently, the property is being used for farming. The property is slightly higher than the grade of the I-10 Freeway, which abuts the property's southern boundary. A double-sided digital/static billboard is located in the southwestern corner of the property. Only the east side of the billboard was approved to convert from static to digital in March 2022 in the County.

The property was rezoned from Rural-43 to C-2 in the County in 2016 (Exhibit B). The C-2 district in Maricopa County (Intermediate Commercial) accommodates retail, service, office, and similar commercial uses that serve a community-wide trade area. As required by Arizona statute, upon annexation, the property will be assigned City zoning equivalent to the existing Maricopa County Zoning. The City-equivalent zoning to Maricopa County's C-2 district is Avondale's C-2 (Community Commercial) district, which allows for retail, service, and office uses similar to what is presently permitted in the County. At this time, there is no concurrent request to rezone the property.

The General Plan Land Use designation is Freeway Commercial (Exhibit C), which is a land use category to

accommodate the more intense uses of the I-10 Freeway, Loop 101, SR-30, and other future parkway corridors. It provides for regional retail, medical, office, higher educational complexes, hospitality, sports and family entertainment, commercial complexes, and service destinations serving a larger, more regional trade area.

The existing uses and zoning of surrounding properties include:

NORTH OF MCDOWELL ROAD: Single-family homes zoned Garden Lakes Planned Area Development (PAD).

EAST: A new rehabilitation hospital currently under construction zoned Freeway Commercial (C-3).

SOUTH OF I-10 FREEWAY: An undeveloped site currently being used for farming zoned Avondale Gateway Center PAD.

WEST: An agricultural equipment store zoned C-2.

SUMMARY OF REQUEST:

The proposed annexation will facilitate future development of possible retail, office, healthcare and/or hospitality uses, as noted above.

At its meeting on November 7th, 2022, Council provided Staff with authorization to proceed with the proposed StoneCreek Annexation. Staff and the project applicant, Clayton Corwin of Stone Creek Company, have subsequently completed all statutorily required steps leading up to the public hearing scheduled for tonight's meeting including:

- November 9, 2022: Filing of the blank annexation petition with the Maricopa County Recorder (Exhibit F).
- November 16, 2022: Publication of a display ad in the Southwest Valley Arizona Republic giving notice of the public hearing.
- On or before November 19, 2022: Posting of three (3) signs on the land to be annexed giving notice of the public hearing.
- On or before November 29, 2022: Send notice of the public hearing to real and personal property owners and the Maricopa County Board of Supervisors Chairman.

DISCUSSION:

This meeting is to conduct a public hearing on the proposed annexation. Upon conclusion of the public hearing, the annexation petition will be circulated to property owners within the annexation boundary in order to obtain required signatures. Owners of at least one-half of the value of the real and personal property and more than one-half by number of the property owners in the territory to be annexed, must sign the petition for the annexation to be valid.

Council is scheduled to consider adoption of the proposed annexation ordinance at a separate meeting, currently scheduled for the regular City Council meeting on January 9, 2023.

To date, staff has received no comments regarding the proposed annexation.

BUDGET IMPACT:

The annexation application included the required \$6,000.00 fee that will be used towards costs related to the processing of the annexation.

If the proposed annexation is approved a future meeting and the property is developed within the City, revenue from construction sales tax, property tax, sales tax, water and sewer fees, and development fees can be expected. Conversely, the City will incur costs of serving the property with Avondale services including but not limited to, water, sewer, sanitation, police, fire, and street services.

RECOMMENDATION:

City Council will **CONDUCT** a public hearing regarding the annexation of approximately 18.9 acres located

approximately 1,280 feet west of the southwest corner of 107th Avenue and McDowell Road, PL-22-0234 StoneCreek Annexation.

Contact person for document distribution: Michelle Simerdla



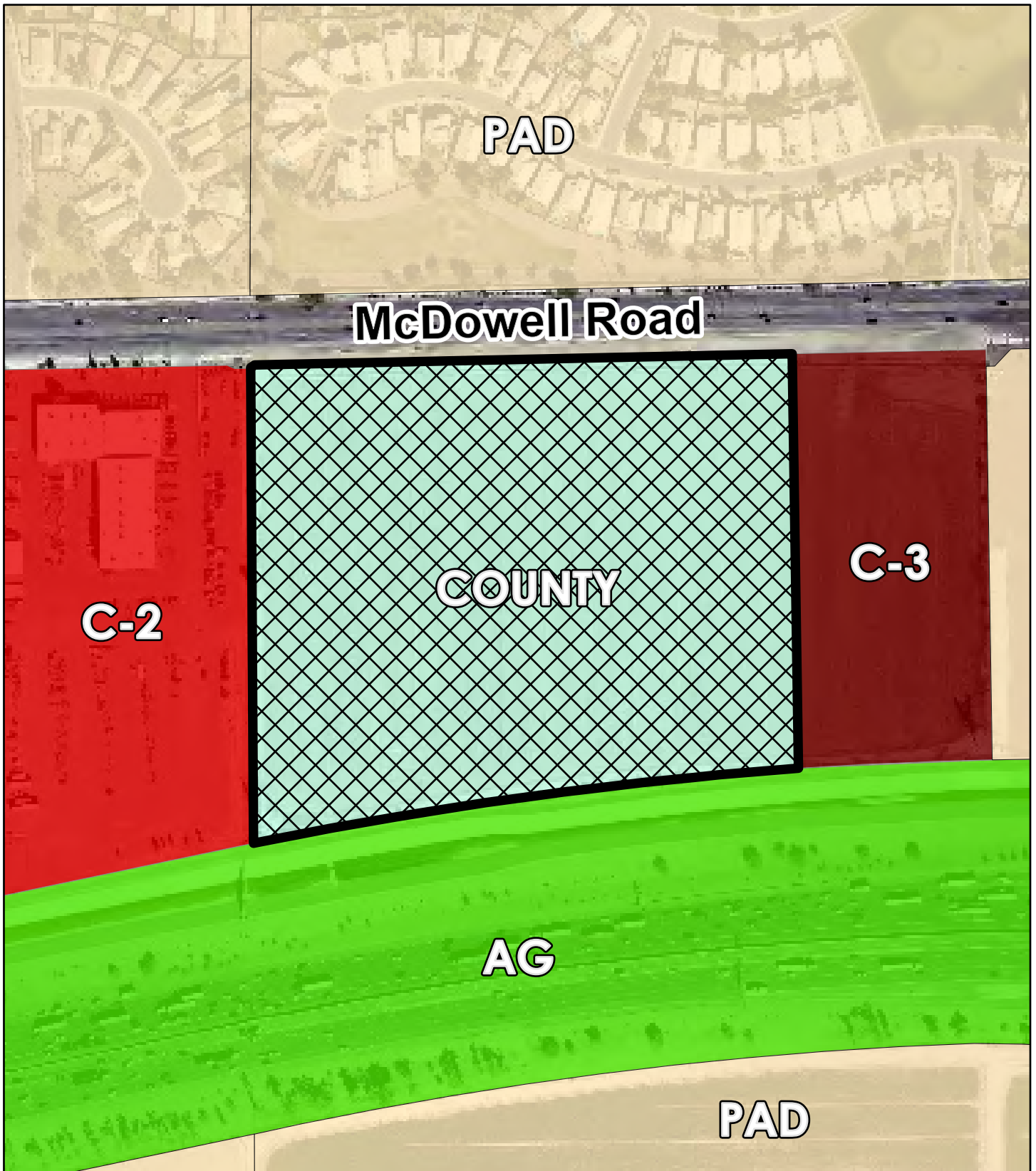
McDowell Road

Aerial Photograph

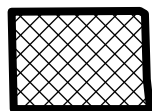


Subject Property



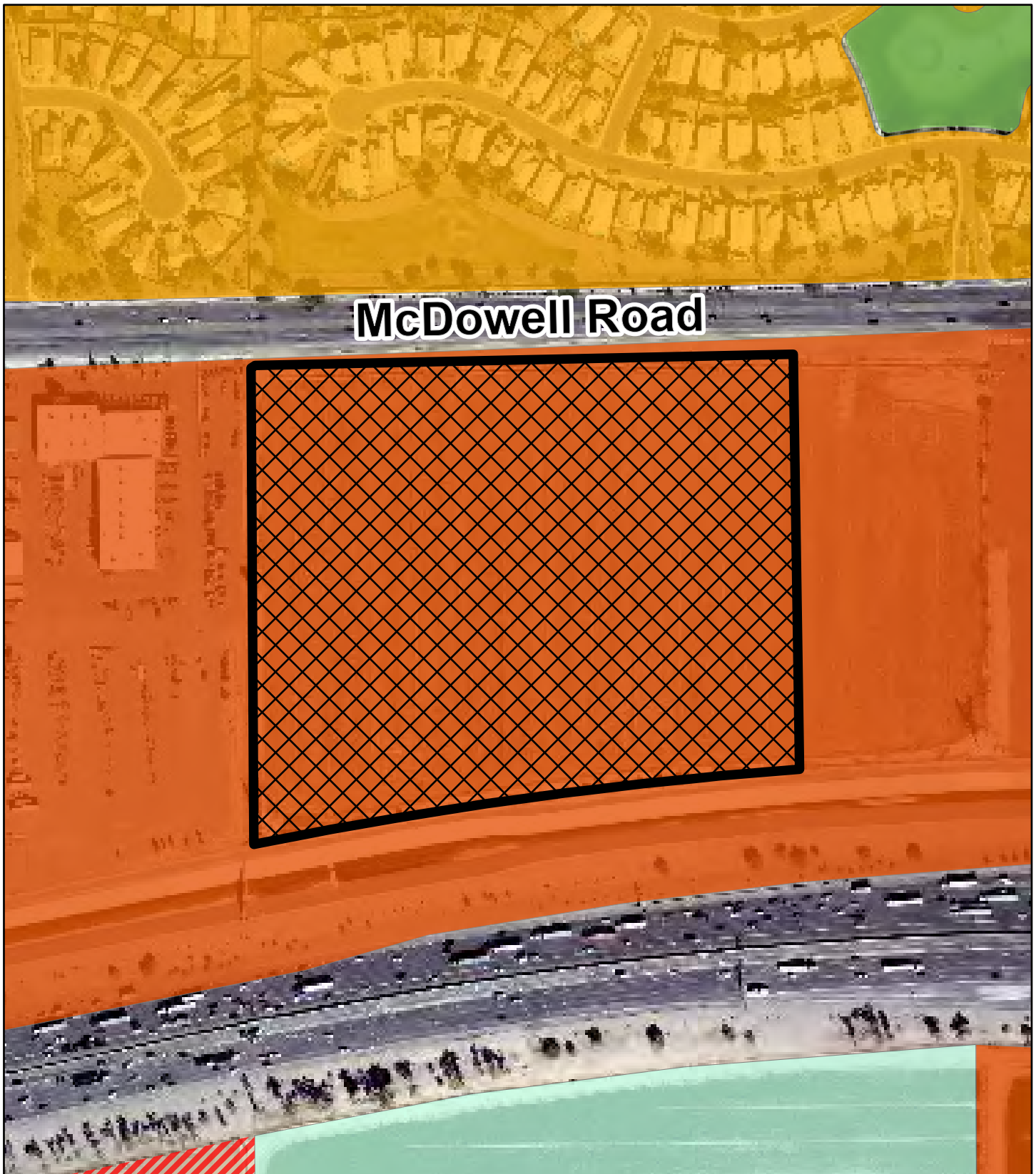


Zoning Vicinity



Subject Property



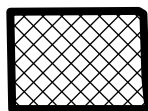


McDowell Road

General Plan Land Use



- Freeway Commercial
- Medium Density Residential
- Open Space and Parks
- High Intensity Office
- Gateway District



Subject Property



StoneCreek Annexation

PL-22-0234

September 6, 2022

PROPERTY OWNER

Stead Family PVHCMF Charitable Remainder
Unitrust
555 Corporate Dr Ste 265
Ladera Ranch, CA 92694
Richard E. Yochum

OWNER'S REPRESENTATIVE

StoneCreek Company
555 Corporate Dr Ste 265
Ladera Ranch, CA 92694
949.709.8080
Clayton Corwin
CCorwin@stonecreekcompany.com

LAND PLANNER

Norris Design
901 E Madison St
Phoenix, AZ 85034
602.254.9600
April Kroner
AKroner@norris-design.com

TABLE OF CONTENTS

Contents

INTRODUCTION	2
SITE CONTEXT	2
EXPLANATION OF ANNEXATION REQUEST	3
CONFORMANCE TO ARIZONA STATE LAW	3
EXPECTED FUTURE USE/DEVELOPMENT	4
EXISTING EASEMENTS, UTILITIES, IRRIGATIONS, CANALS, STATE LAND AND THE LIKE	4
EXISTING INFRASTRUCTURE.....	5
EXISTING STRUCTURES.....	6
EXISTING CONDITIONS	6
MARICOPA COUNTY ZONING VIOLATIONS OR ITEMS OF CONCERN	7
DESIRED CITY SERVICES.....	7
SCHOOL DISTRICTS.....	7
PROXIMITY TO POLICE AND FIRE	7
CONCLUSION	8

ATTACHMENTS

- Completed application and submittal checklist acknowledgement
- Legal description and associated survey map
- Electronic Survey Map (CAD)
- Title report dated within 6 months
- Boundary closure report
- Aerial map with parcels highlighted (See Exhibit 1, Context Map)
- County Assessor parcel map

EXHIBITS

Exhibit 1 | Context Map
Exhibit 2 | General Plan Land Use
Exhibit 3 | Existing Zoning

INTRODUCTION

On behalf of the property owner, Norris Design and StoneCreek Company are proud to bring forth a new opportunity for the annexation into the City of Avondale of approximately 18.9 gross acres (18.4 net acres) located just west of the southwest corner of 109th Avenue and McDowell Road (APN 102-56-001M), for a future mixed use commercial development. (See Exhibit 1)

SITE CONTEXT

The subject property is currently vacant land (formerly in agricultural production) with one existing double-sided static billboard sign in the southwest corner adjacent to the I-10 Freeway. The site contains no additional structures and is relatively flat with no known drainage or floodplain constraints. Access to the site is available from McDowell Road, an arterial roadway per the City's Circulation and Street Classification map. Because the site is the only remaining County piece surrounded by properties already within the City limits of Avondale, there will be adequate access to all necessary utilities and community services upon annexation.

The existing uses and zoning of surrounding properties include:

- North (across McDowell Road): Crystal Gardens and Crystal Point single family residential (General Plan Land Use: Medium Density Residential / Zoning: PAD)
- South (across I-10 Freeway): Currently vacant / future Avondale Gateway Center PAD (General Plan Land Use: High Intensity Office, Freeway Commercial, and Gateway District / Zoning: PAD)
- East: Future ClearSky Rehabilitation Hospital (General Plan Land Use: Freeway Commercial / Zoning: C-3)
- West: Stotz Equipment tractor dealer (General Plan Land Use: Freeway Commercial / Zoning: C-2)

Per the Avondale General Plan 2030 ("General Plan"), the site has a land use designation of Freeway Commercial. (See Exhibit 2) As defined within the General Plan, Freeway Commercial is intended "to accommodate the more intense uses of the I-10 Freeway, Loop 101, SR 30, and other future parkway corridors". Development patterns within Freeway Commercial designated areas are encouraged to include concentrated retail, hospitality, and related activity along these high intensity transit corridors. The site is located within a designated Growth Area, which "indicates areas of intense employment, retail or mixed uses supported by high-volume transportation infrastructure and superior access." Additionally, the site is located within the Freeway Corridor Specific Plan and the Avondale Health-Tech Corridor, a specialty district that focuses on attraction and development of healthcare and technology uses and employment opportunities.

The site is currently zoned C-2 (Intermediate Commercial Zoning District) within Maricopa County, which allows for development of health clubs, hospitals, hotels, office, restaurants, and other commercial uses intended to serve a community-wide trade area. (See Exhibit 3)

EXPLANATION OF ANNEXATION REQUEST

Annexation of the subject site into the City of Avondale is the first step in facilitating site development consistent with the General Plan and Freeway Corridor Specific Plan. All proposed uses of the site – which may include office, retail, healthcare, and hospitality uses – will be contextually synonymous with surrounding development patterns and compatible with the Avondale Health-Tech Corridor, a growing center for specialty healthcare and technology organizations in the Greater Phoenix region. It is our expectation that the site will be annexed under the equivalent Avondale zoning designation of Community Commercial (C-2), which accommodates similar uses to what is currently permitted in Maricopa County. A request for rezoning of the site is not being pursued at this time.

CONFORMANCE TO ARIZONA STATE LAW

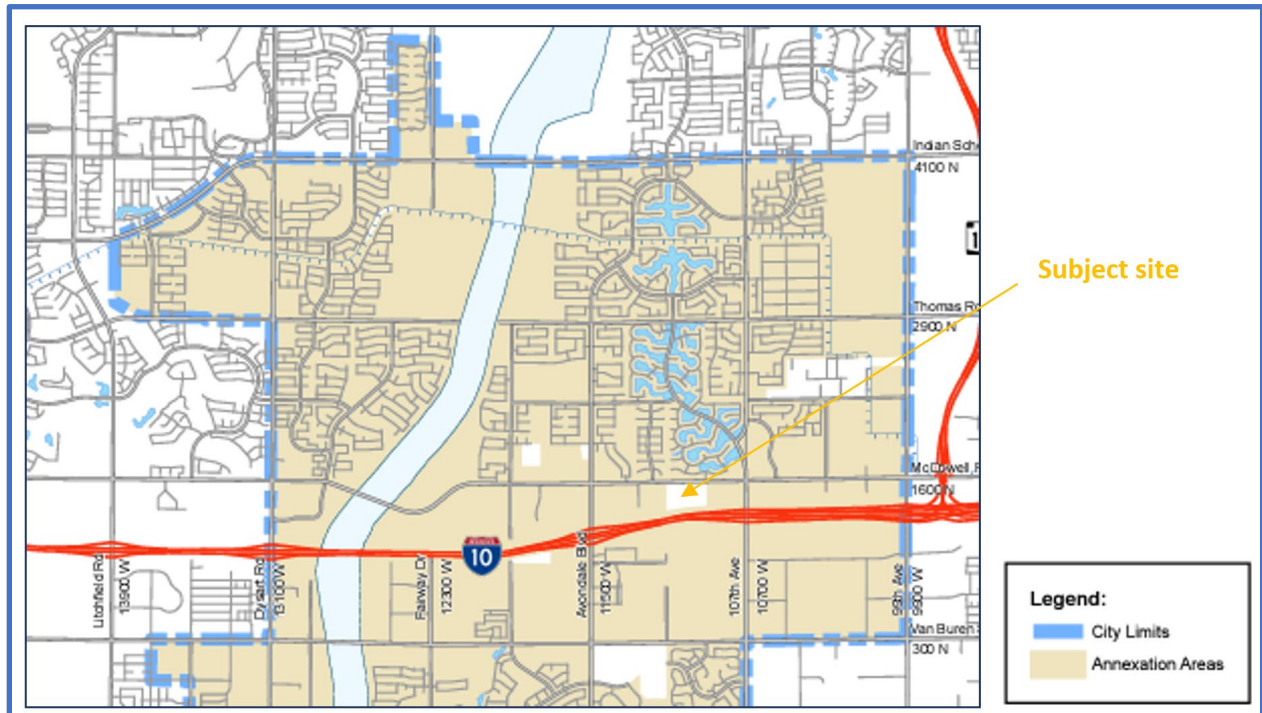
ARS 9-471, Annexation of Territory

The proposed annexation will conform to those requirements listed in Arizona Revised Statutes 9-471, Annexation of Territory. Specifically, the applicant will work with the City of Avondale to follow the correct procedures and public notice requirements, including public hearings on three (3) separate meeting agendas of the City Council.

The subject site complies with Arizona State Law as being eligible for annexation per the following:

- The area is contiguous to the City of Avondale; and
- As a result of the annexation there will not be unincorporated territory remaining that is completely surrounded by the annexing city. In fact, the proposed annexation alleviates such a situation as the subject property is completely surrounded by the city (see below); and
- The zoning classification for the property will not permit densities and uses that are greater than those permitted by the County immediately before annexation; and
- Subsequent requests for a change in zoning will be made in accordance with the City of Avondale's Zoning Ordinance; and
- On or prior to the adoption of the ordinance annexing the territory the City's governing body will approve a plan, policy or procedure to provide the subject site with the appropriate levels of infrastructure and services to serve the anticipated new development within ten years of the annexation becoming final.

Subject Site Location Surrounded by City of Avondale



EXPECTED FUTURE USE/DEVELOPMENT

Future development of the site is expected to be commercial in nature, including uses such as retail, office, healthcare and/or hospitality. While the precise future use of the site is not yet known, it will be consistent with that envisioned in the General Plan and Freeway Corridor Specific Plan. In addition, it will be compatible with surrounding development patterns and the Avondale Health-Tech Corridor.

EXISTING EASEMENTS, UTILITIES, IRRIGATIONS, CANALS, STATE LAND AND THE LIKE

The following easements are known to exist on the property:

- An 8-foot Power Distribution Easement along the south property line.

The following potential future easements are anticipated to be applied to the property:

- An easement to maintain access to the billboard on the southwest corner of the site. The easement will include a 12-foot path along the west property line to provide access from McDowell Road, as well as a specified area around the billboard to allow for access and modification, as necessary.

The following *temporary* easements are known to exist on the property:

- As part of the McDowell Road improvement project, temporary drainage and construction easements were required on the subject property. The drainage easement will be terminated after StoneCreek has conveyed the basin's runoff to an on-site basin or underground retention

pipe per the approved Grading and Drainage plans. The construction easement will be eliminated upon completion of the roadway project.

See 'Existing Infrastructure – Irrigation' below for additional information on the existence of a private irrigation ditch that is not subject to an easement.

EXISTING INFRASTRUCTURE

As the property is a county island and surrounded by properties within the City's boundary, city infrastructure (and services) are already provided in this area and thus adequate access to all necessary utilities and community services exists.

TRANSPORTATION INFRASTRUCTURE

The property has frontage along, and access to, McDowell Road which is located along its north side. McDowell Road is currently a 5-lane road with curb and gutter on the north side (the subject property is located on the south side of McDowell Road). However, at the beginning of 2022 the city commenced work on improvements to McDowell Road that include making it a 6-lane roadway, and adding curb, gutter and street lights on the south side of the road along the subject property's frontage. The improvement project is anticipated to be completed in October of 2022.

The south side of the property is bound by Interstate Highway I-10 which the State of Arizona has authority to prohibit, limit and control access. Direct access to I-10 is currently prohibited and will likely remain as such.

UTILITY INFRASTRUCTURE

Water

City of Avondale public water infrastructure exists adjacent to the site within the McDowell Road right-of-way, and consists of a 12" water line. The waterline supplies a stub out to the subject property.

Reclaimed Water

Site research did not discover any reclaimed water associated with this property.

Sanitary Sewer

City of Avondale public sewer infrastructure exists adjacent to the site within the McDowell Road right-of-way. The infrastructure includes a 15" line along the complete site frontage. There are no sanitary sewer stubs to the subject property.

Storm Drainage

The site does not have any existing storm drainage infrastructure associated with it. The existing active agricultural field is fairly flat with a slight slope to the southwest corner of the site. At the time of future site development, stormwater retention will need to be addressed and a Drainage Report will be required to establish onsite stormwater drainage for the project.

Power

Power is provided to the site by Salt River Project (SRP) and includes the following existing infrastructure:

- An overhead electrical line on the north side of McDowell Road;
- An underground street light electrical line within the north side of the McDowell Road right-of-way;
- There are two (2) pad mounted electrical cabinets (switches and transformers) on the site including one located at the southwest corner and one along the south property line.

Cable

Cox Communications is the cable provider for the Site. Cox's infrastructure map depicts a fiber node that runs along the frontage of McDowell Road on the south side. There is a vault on the north side of McDowell Road across from the property.

Telephone

The telephone provider to the site, CenturyLink, reports an existing buried telephone line on the north side of McDowell Road with one (1) manhole and vault, one (1) hand hole, and one (1) pedestal.

Natural Gas

Southwest Gas is the natural gas provider in the area. Their infrastructure includes one (1) 2-inch and one (1) 4-inch polyethylene line on the north side of McDowell Road that run along the length of the frontage. In addition, they also reported there is a 1-inch polyethylene stub at 112th Drive west of the south property line.

Irrigation

Irrigation is provided by the Salt River Project (SRP). Based on the SRP plans for the Grand Canal Lateral, there is a 48-inch gravity irrigation pipe in the street right-of-way that runs along the south side of McDowell Road. It is our understanding this pipe will need to remain and be protected in place.

There is also an irrigation ditch along the frontage of McDowell Road. This irrigation ditch is believed to be privately owned and only serve this property as it is not within an existing easement. It is our assumption that this onsite irrigation ditch can be removed as part of proposed development.

EXISTING STRUCTURES

The site is currently vacant land, therefore there are no existing residential or commercial buildings on the site. There is one existing double-sided billboard sign on the site located in the southwest corner adjacent to the I-10 Freeway. The billboard's east face was converted to a digital sign face with Maricopa County case Z2022055, effective June 3, 2022. It is intended that the billboard will remain on the property upon annexation.

EXISTING CONDITIONS

With regards to existing site conditions, the proposed annexation site contains the following:

- 0 residents
- 0 businesses

- 0 buildings (residential or commercial)
- 1 billboard structure (see above)
- No prior subdivision

MARICOPA COUNTY ZONING VIOLATIONS OR ITEMS OF CONCERN

To the best of our knowledge, the subject property does not have any Maricopa Zoning Violations, or any legal non-conforming buildings and/or uses existing on it.

DESIRED CITY SERVICES

The city-provided services desired for the proposed annexation area include water, wastewater, police and fire.

In an effort to estimate the demands of the site for water and wastewater, the City's 2018 Integrated Utility Master Plan Update (IUMP) was utilized. In the IUMP the future land use for the site is categorized as freeway commercial.

- The modelled water demand for this is 1,300 GPD/acre, or 23,920 GPD for the 18.4 acre site.
- The modelled wastewater demand is 975 GPD/acre, or 17,940 GPD.

SCHOOL DISTRICTS

The subject site is located within the following school districts:

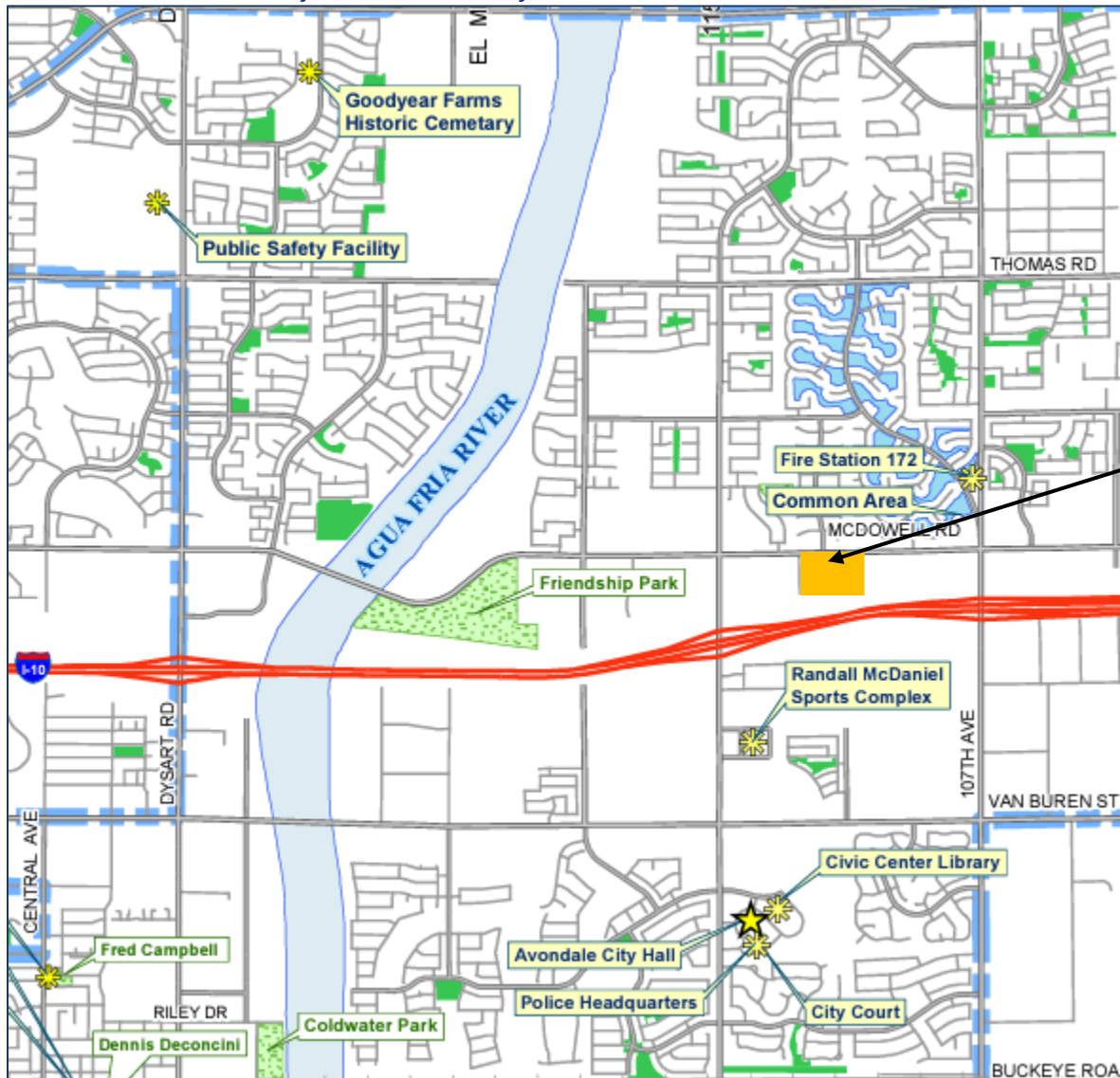
- Western Maricopa Education Center (MEC) Technical School District
- Tolleson Union High School District
- Littleton Elementary School District

PROXIMITY TO POLICE AND FIRE

The City of Avondale's Fire Station 172 is located approximately 0.4 miles northeast of the subject site.

The Police Headquarters, located within the City's Civic Center, is located approximately 1.4 miles southwest of the subject site.

Subject Site Proximity to Police and Fire Services



CONCLUSION

As one of the few remaining County islands within Avondale City limits, the annexation of this parcel into the City of Avondale will prove advantageous for future development of the property by improving access to utilities and City services, adhering to Avondale's current and long-range planning policy, and contributing to property tax revenues.

Wood, Patel & Associates, Inc.
480.834.3300
www.woodpatel.com

March 8, 2021
WP# 215228
Page 1 of 2
See Exhibit "A"

PARCEL DESCRIPTION
StoneCreek Overall Annexation
Boundary

A parcel of land lying within the northeast quarter of Section 6, Township 1 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the north quarter corner of said Section 6, a 3-inch City of Avondale brass cap flush, from which the northeast corner of said section, a 3-inch brass cap in handhole, bears North 88°48'17" East (basis of bearing), a distance of 2638.19 feet;

THENCE along the north-south mid-section line of said section, South 00°16'41" East, a distance of 69.00 feet, to the southwest corner of that certain parcel of land described in Document 2006-0003279, Maricopa County Records (MCR) and the **POINT OF BEGINNING**;

THENCE leaving said mid-section line, along the southerly line of said parcel of land, North 55°59'57" East, a distance of 7.37 feet;

THENCE North 88°48'17" East, a distance of 983.16 feet;

THENCE leaving said southerly line, South 00°52'45" East, a distance of 758.09 feet, to the northerly right-of-way line of Interstate 10 and a point of intersection with a non-tangent curve;

THENCE along said northerly right-of-way line, westerly along said non-tangent curve to the left, having a radius of 7959.44 feet, concave southerly, whose radius bears South 04°12'26" East, through a central angle of 07°14'43", a distance of 1006.51 feet, to said mid-section line;

THENCE along said mid-section line, North 00°16'41" West, a distance of 870.41 feet, to the **POINT OF BEGINNING**.

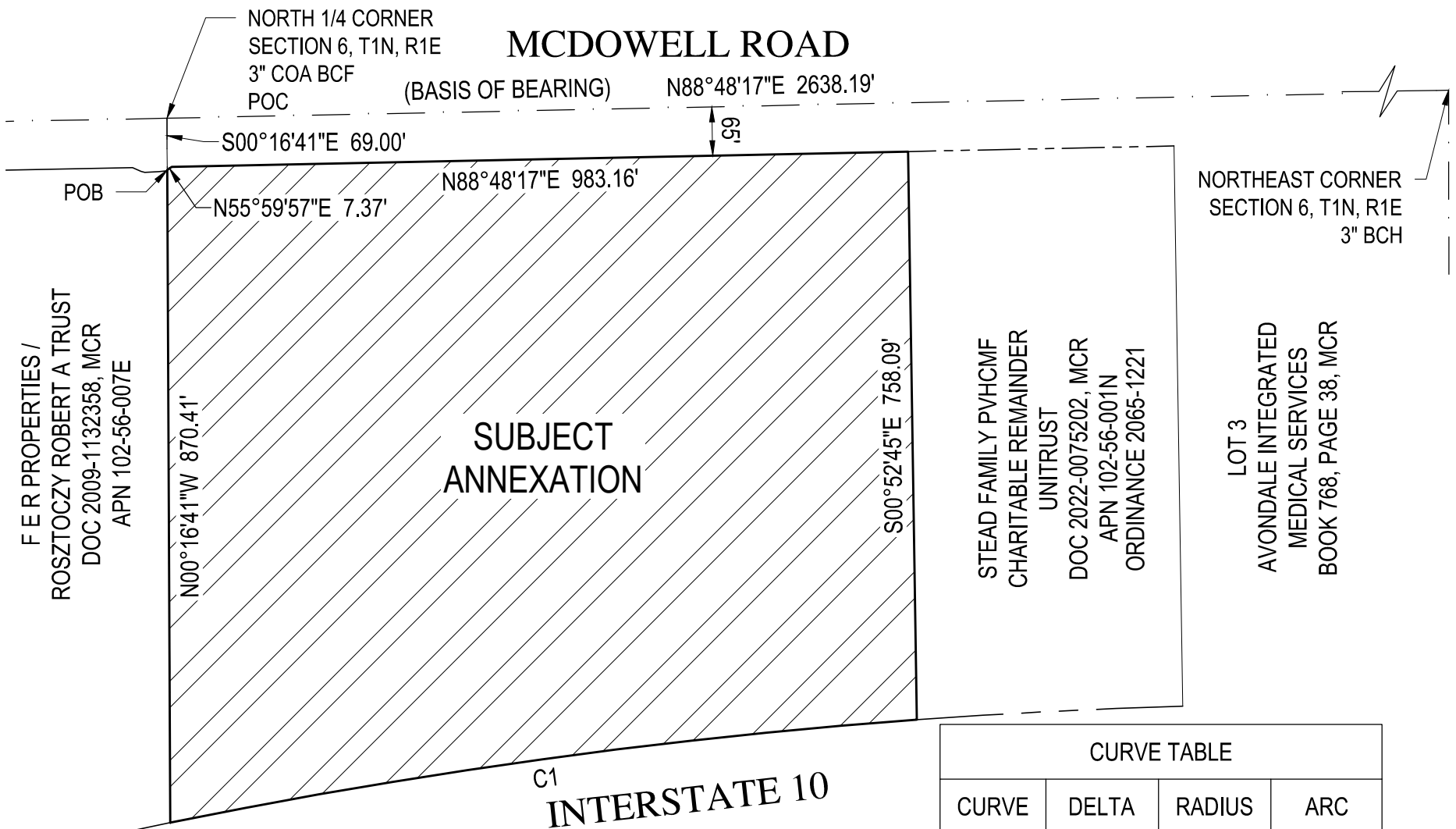
Containing 800,245 square feet or 18.3711 acres, more or less.

Subject to existing right-of-ways and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of March, 2021. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2021\215228 109th Avenue and McDowell Road West Parcel Boundary L05 03-30-21.docx





**WOOD
PATEL**



EXPIRES 12-31-23



CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	7°14'43"	7959.44'	1006.51'

EXHIBIT "A"
STONECREEK OVERALL ANNEXATION
BOUNDARY
3/30/2021
WP# 215228
PAGE 2 OF 2
NOT TO SCALE
Z:\2021\215228\Survey\Legal\5228-L05.dwg

When recorded mail to:

Attn: Development and Engineering Services Department
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323

BLANK ANNEXATION PETITION AND AFFIDAVIT

STONECREEK- ANNEXATION

**CITY OF AVONDALE
ANNEXATION PETITION**

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

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

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

(SEE ATTACHED MAP AND LEGAL DESCRIPTION)

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

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Mailing Address:	Signature	Date

EXHIBIT A

STONECREEK - ANNEXATION LEGAL DESCRIPTION AND MAP

Wood, Patel & Associates, Inc.
480.834.3300
www.woodpatel.com

March 8, 2021
WP# 215228
Page 1 of 2
See Exhibit "A"

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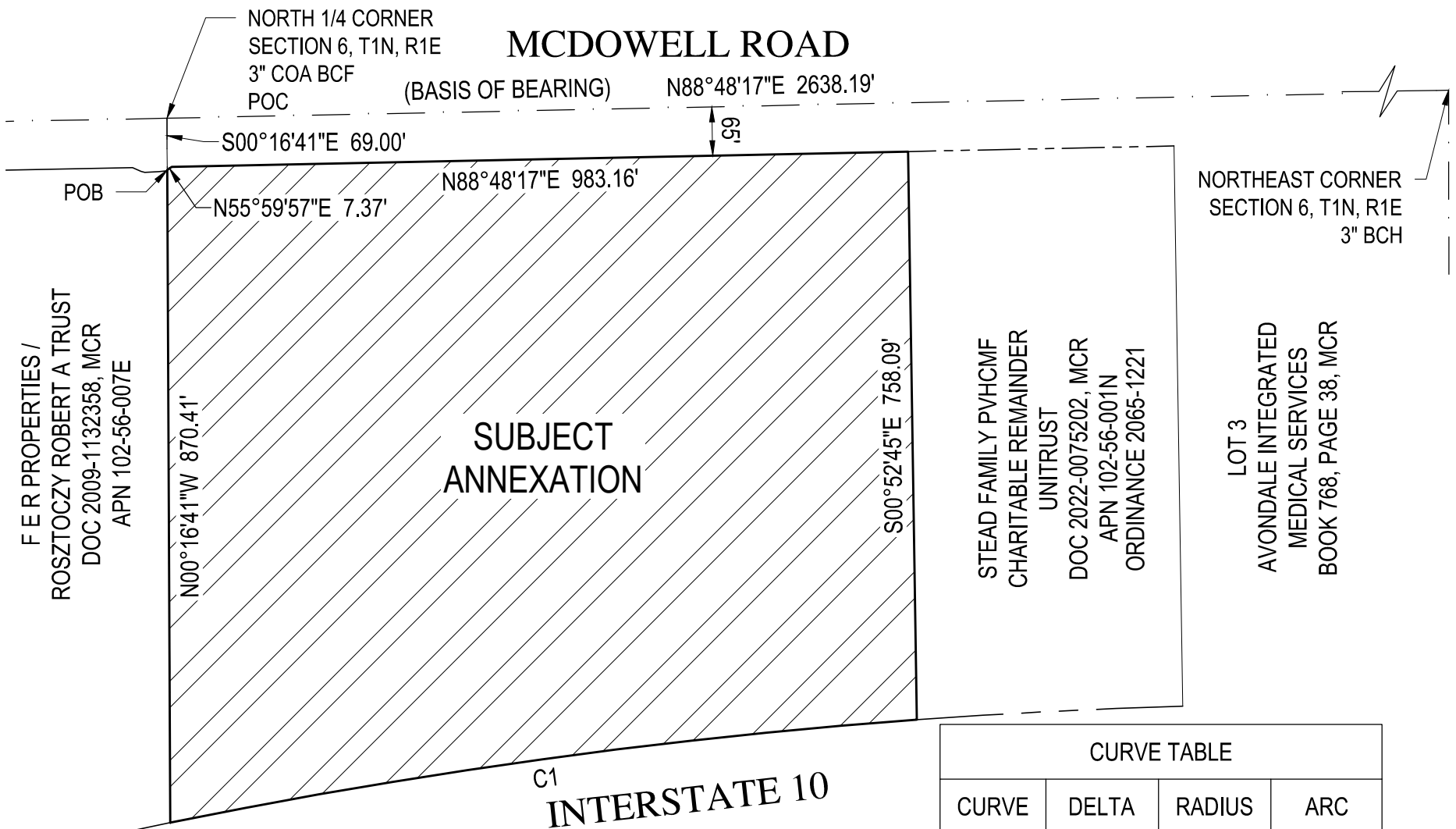
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Y:\WP\Parcel Descriptions\2021\215228 109th Avenue and McDowell Road West Parcel Boundary L05 03-30-21.docx





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**WOOD
PATEL**

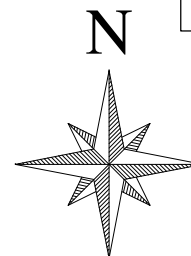
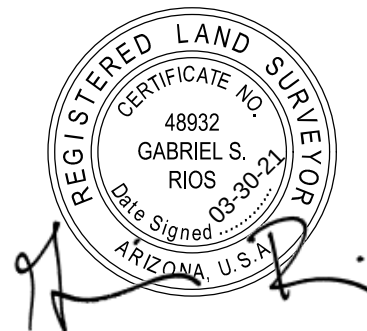


EXHIBIT "A"
STONECREEK OVERALL ANNEXATION
BOUNDARY
3/30/2021
WP# 215228
PAGE 2 OF 2
NOT TO SCALE
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Development & Engineering Services Department

11465 W. Civic Center Drive, Suite #110

Avondale, Arizona 85323-6804

Phone: (623) 333-4000 Fax: (623) 333-0420

Annexation Affidavit

Personally appears before me, Michelle Simerdla, who, first being duly sworn, deposes and says as follows:

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

Michelle Simerdla, Senior Planner

SWORN TO AND SUBSCRIBED before me
This ____ day of _____, 202__.

Notary Public for the State of Arizona

My commission expires: _____

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Resolution 1076-1122 – Three Rivers Ranch Major General Plan Amendment – Application PL-22-0050

MEETING DATE: 12/5/2022

TO: Mayor and Council

FROM: Jodie Novak, Director of Development Services, (623) 333-4015

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

Strategic Area: Creative and Sustainable Community Development

Strategy: Develop diverse housing options, to include housing that is affordable to workers and close to their jobs. And, maintain and expand quality infrastructure and improve connectivity to city amenities.

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Resolution 1076-1122, approving a request by Alex Hayes of Withey Morris PLC for a Major Amendment to the Avondale General Plan 2030 Land Use Map for Three Rivers Ranch, a proposed 193.98 gross acre planned development west of the intersection of Broadway Road and Dysart Road. The proposed Major General Plan Amendment, if approved, will amend the General Plan 2030 Land Use Map designations for the property from Estate/Low Density Residential and Mixed-Use to Medium Density Residential and Medium/High Density Residential. The Council will take appropriate action.

BACKGROUND:

This request was initially scheduled for City Council on November 21, 2022; however, the applicant requested a continuance of this item to the December 5, 2022 City Council meeting due to a scheduling conflict.

The 193.98-acre subject property (Exhibits A and B) is located west of the intersection of Broadway Road and Dysart Road, in the jurisdiction of Maricopa County. Due to the proximity of the site to the Agua Fria River and the Avondale Wastewater Treatment Facility, the majority of the site falls within the 100-year flood plain, a small portion to the northwest falling within the regulatory floodway, as well as encroaches into the 1,000-foot Odor Control Easement to the south. Additionally, Western Area Power Authority (WAPA) has a powerline easement with active powerlines bisecting the site.

The property is currently in the jurisdiction of Maricopa County and carries a zoning designation of Rural (RU-43). The RU-43 zoning allows for development of 1-acre single-family residential lots. Approval of this Major General Plan Amendment request will revise the land use designation on the property as described later in this report. Presently, the property's Avondale General Plan 2030 land use category designation is Estate Low Density Residential (ELDR) and Mixed Use (Exhibit C). The ELDR category allows for development of

detached single-family residential homes at a density of 1 to 2.5 dwelling units per acre. The target density in ELDR is 1 unit per acre. The Mixed Use category allows for a mixture of residential and commercial and does not have a density range or target density.

The existing uses and zoning of surrounding properties include:

- **North:** Agua Fria River, zoned General Industrial (A-1).
- **East of Dysart:** Vacant school site owned by Tolleson Union High School District, located in unincorporated Maricopa County. Phase 5 of Brookfield Alamar, a master planned community zoned Planned Area Development and approved for 3,695 total single-family dwellings, 1,145 of which are to be located in Phase 5. The phase near this property (Phase 5) is currently undeveloped, and the construction timeline is unknown.
- **Northeast of Site:** Harvest HOC of Avondale Dispensary and single-family residential, zoned General Industrial (A-1). Vacant land, zoned Agricultural (AG).
- **South:** Avondale Wastewater Treatment Facility, zoned Agricultural (AG).
- **West:** Agua Fria River, zoned General Industrial (A-1).

Separate applications to annex the subject property into the City of Avondale, a Major General Plan Amendment, and a request to rezone the site have been filed concurrently and are on the same December 5, 2022 City Council agenda.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Major General Plan Amendment (GPA) to the General Plan 2030 Land Use Map in order to facilitate development, upon approval of the rezoning case, of 530 single-family residential detached home lots, 120 townhomes (attached single-family residential homes), and 311 multi-family residential apartment units (1- and 2-story individual casita style apartment units).

As previously noted, the property has a General Plan land use designation of Estate/Low Density Residential (ELDR) and Mixed Use. The Mixed Use designation currently covers the northern two-thirds of the site, approximately 118.43 acres, while the Estate/Low Density Residential (ELDR) designation covers the southern third of the site, approximately 75.56 acres.

This request for a Major GPA (Exhibit D) will revise the General Plan Land Use Map from Estate/Low Density Residential (ELDR) and Mixed Use to Medium Density Residential (MDR) and Medium/High Density Residential (MHDR). The Medium/High Density Residential (MHDR) designation will cover a strip along Dysart Road, approximately 37.15 acres, while the Medium Density Residential (MDR) designation will cover the remainder of the site, approximately 156.84 acres.

The MDR category accommodates development of suburban detached single-family residential homes within a density range of 2.5 to 4.0 dwelling units per acre, with a target density of 2.5. The MHDR category accommodates development of a variety of housing choices in a planned and clustered setting unique to Avondale, within a density range of 4.0 to 12.0 dwelling units per acre, with a target density of 8.

This proposed GPA is the first step in the development process for the site. There is a statutory requirement that Major General Plan Amendments be heard by the City Council during the same calendar year the application request is filed. The purpose of the first Planning Commission meeting on September 21, 2022 was to conduct a public hearing for discussion on the project only. At the Planning Commission meeting held on October 19, 2022, the Planning Commission conducted a second public hearing and forwarded a recommendation to the Council. The PAD rezone is a separate agenda item on the Council meeting agenda. The proposed annexation went before the City Council on October 17, 2022 for authorization to begin the annexation process. The Council public hearing was held on November 7, 2022.

Process:

The General Plan 2030 outlines criteria for what constitutes Minor and Major GPAs. The proposed request is being considered a Major Amendment because it is necessary for the establishment of a Planned Area Development (PAD) encompassing over 80 gross acres and impacts over 10 percent of the total land area of the PAD being established. Major GPAs vary from the more common Minor GPAs in a few ways, as follows:

60-Day Review: For major GPAs, the statute requires cities to identify a 60-day period in which notice is provided to potentially impacted adjoining jurisdictions and public agencies and comments are solicited from those jurisdictions and agencies. Though notice is often provided out of courtesy, no such formal interagency review is required for Minor GPAs.

Planning Commission Process: To encourage greater citizen participation, major GPAs require two Planning Commission public hearings, one of which must be held at an off-site location. The first hearing is for public comment, and the second hearing is when the Commission will take action on the request. Minor GPAs require a single Planning Commission public hearing.

Approval by City Council: Major GPAs require approval by a two-thirds majority vote of the City Council.

PUBLIC PARTICIPATION:

The required 60-day notification of potentially impacted adjoining jurisdictions and public agencies, as required by Arizona Statute, was transmitted on June 15, 2022. Sixteen cities, school districts, and other public entities were provided with a short summary of the proposal and a copy of the proposed amendment and asked to provide comments, if any, by August 15, 2022. Staff has not received comments from the agencies, jurisdictions, or districts on the proposal.

A neighborhood meeting (Exhibit E) to discuss the proposal with neighboring property owners and other interested parties was held on August 29, 2022. An overview of the discussion topics is outlined in the Neighborhood Meeting Summary, attached as Exhibit E. In addition to City Staff and the applicant's team, four (4) people attended the virtual meeting, two (2) of which were Planning Commissioners.

The neighborhood meeting attendees had general questions regarding: (1) traffic; (2) adequate school capacity; and (3) adequate water and sewer facilities. The applicant responded to attendee questions, stating that a traffic impact analysis demonstrates that with the requested improvements, the surrounding roadway network can adequately handle the increased trips, certificates of adequate school facilities have been acquired from the Tolleson and Littleton School Districts, and that sufficient water and sewer facilities exist with connections to the site. The applicant also offered to provide attendees with copies of the Traffic Impact Analysis and the Certificates of Adequate School Facilities.

All required notifications for the Planning Commission and City Council public hearings have been completed. To date, no public comments regarding this project have been received.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

The property is located in the service areas of the Littleton Elementary School District (LESD) and the Tolleson Union High School District (TUHSD).

LESD has provided the City with a Certificate of Adequate School Facilities signed by Superintendent Roger Freeman (Exhibit F) which states that the district does not have adequate capacity to accommodate the estimated enrollment from the proposed Three Rivers Ranch development and that the anticipated classroom impact will be addressed by the developer agreement in place.

TUHSD has provided the City with a Certificate of Adequate School Facilities signed by Superintendent Nora Gutierrez (Exhibit F) stating that the district has adequate capacity and no school site within the development is needed.

PLANNING COMMISSION ACTION:

On October 19, 2022, the Planning Commission conducted a public hearing on the General Plan Amendment alongside a public hearing on the Rezone. The Commission had a number of questions regarding future growth of the City, environmental impacts, traffic, infrastructure improvements, and availability of public services. The Commission opened the meeting for public comment and received none. The Commission voted 4-2 to recommend approval of the proposed Major General Plan Amendment. There were no comments from the Commissioners as to the reason for their votes.

ANALYSIS:

The City Council must determine that the proposed amendment meets four (4) findings prior to recommending approval. Staff's analysis of each of the required findings is presented below.

1. The development pattern contained on the Land Use Plan inadequately provides sufficient sites for the use or change proposed in the amendment.

- Most of the City's inventory of undeveloped Medium Density Residential (MDR) land has been planned over the past two (2) to four (4) years, with Alamar (formerly Lakin Ranch), Verde Trails, and Del Rio Ranch III all under construction or moving towards construction. Even with these planned communities, there is significant additional demand for development of single-family residences at a suburban density in Avondale. Because there are no remaining large assemblages of land designated MDR, development of new homes at a suburban density would be limited to these already approved communities.

The General Plan notes that as of 2010, only 4.41 percent of land uses in Avondale were developed as Medium High Density Residential, most of which are developed. The proposed amendment will allow the property to be rezoned to accommodate a combination of single-family (townhomes) and multi-family development (single-family detached, for-rent), which will further the goal of the General Plan to attract a diverse range of housing types that not currently available in the City to allow for a variety of socio-economic levels.

Approval of the proposed GPA would accommodate additional new residential development in southern Avondale.

2. The amendment constitutes an overall improvement in the 2030 Plan and is not solely for the good or benefit of a particular landowner or owners.

- This site has numerous development constraints. Due to the proximity of the site to the Agua Fria river and the Avondale Wastewater Treatment Facility, the majority of the site falls within the 100-year flood plain, a small portion to the northwest falling within the regulatory flood way, as well as encroaches into the 1,000-foot Odor Control Easement to the south. Additionally, Western Area Power Authority (WAPA) has a powerline easement with active powerlines bisecting the site.

Compared to Mixed Use and Estate/Low Density Residential (ELDR) designations, the MDR and MHDR designations are more viable use for the site and can be developed upon entitlement approval.

This amendment is an opportunity to bring this land use in alignment with the current needs and growth of the City, benefitting the community by allowing a development that will provide residents with greater housing options. Development of this site will also mean greater protection from lateral movement of the Agua Fria River, additional tax revenue, and additional spending power to support local businesses.

3. The amendment will not adversely impact the community as a whole and/or a portion of the community by: (1) significantly altering acceptable land use patterns; (2) requiring large and more expensive public infrastructure improvements including, but not limited to roads, water, wastewater, and public safety facilities than would otherwise be needed without the proposed change, or (3) adversely impacting the existing land use.

- The proposal will not adversely impact the existing land uses in the area. The amendment will allow development of a compatible residential planned community that will enhance the area, as well as promote an active and healthy lifestyle by and community connection among residents.

The proposed amendment will not significantly alter acceptable land use patterns in the area or impact nearby existing uses. Therefore, the amendment will not require larger or more expensive public infrastructure improvements beyond what would be expected for this property if it was developed under the existing land use designations.

4. The amendment is consistent with the overall intent of General Plan 2030 and other adopted plans, codes, and ordinances. The proposed amendment furthers several goals of the General Plan 2030 and other adopted plans, code, and ordinances, including, but not limited to:

- General Plan Land Use Housing Element Goal 2: “Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels.”
- The PAD does this by offering a variety of housing types to accommodate a wide range of market segments and life stages. This includes single-family homes to provide more traditional housing opportunities for first time, move up, and empty nester buyers, townhomes to provide young professionals with the opportunity to live within a master planned community at a lower price point, as well as a apartments with private backyards to attract renters who are looking for a housing option that supports a “lock and leave” lifestyle. The overall development provides a sense of place and creates new housing options for the area.
- General Plan Land Use Open Space Element Goal 1: “Identify, protect, and preserve the natural amenities and environmental attributes that are unique to Avondale and contribute to a healthy lifestyle.”

Three Rivers Ranch will embrace the natural beauty of the surrounding area, including the Agua Fria River and the Estrella Mountains. Ample open space will be provided with parks and common areas that incorporate natural vegetation consistent with surrounding developments. The common open space areas will be linked with pedestrian connection to support a healthy lifestyle.

- General Plan Land Use Recreational Element Goal 1: “Ensure every person has convenient access to safe public parks and affordable recreation opportunities.”

Primary circulation routes are planned from homes and courtyards to parks, common open spaces, and the trails in the surrounding area.

The apartment community will include fitness amenities available to residents and feature landscaped walking paths wind through the development. Creative play opportunities will include both manufactured playground elements as well as site specific design components. Small ramadas, picnic shelters and shade structures will also be incorporated into the design. A significant amount of open space is provided (including active areas for games (Bag Toss, etc.), barbecue stations, fire pits, dog park, and more. The community will be professionally managed and will provide amenities and recreation activities to the residents, furthering the City’s recreational goals.

Thoughtfully located parks provide a robust system of paths and trails that provide safe and convenient alternative access.

DISCUSSION:

The proposal meets the four (4) required findings for General Plan Amendments as detailed in the Analysis section above.

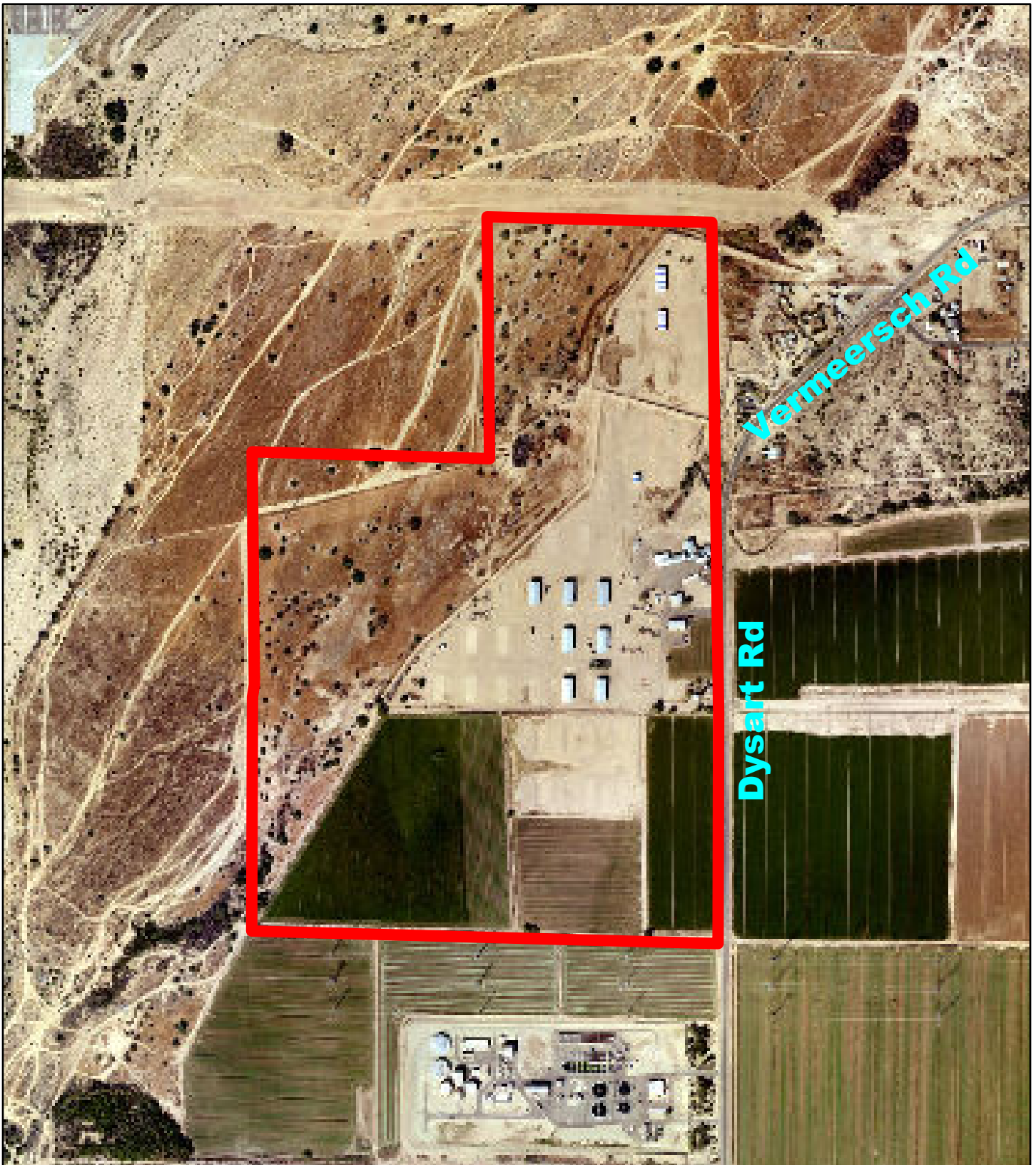
BUDGET IMPACT:

No budget impacts.

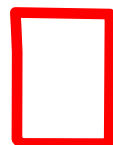
RECOMMENDATION:

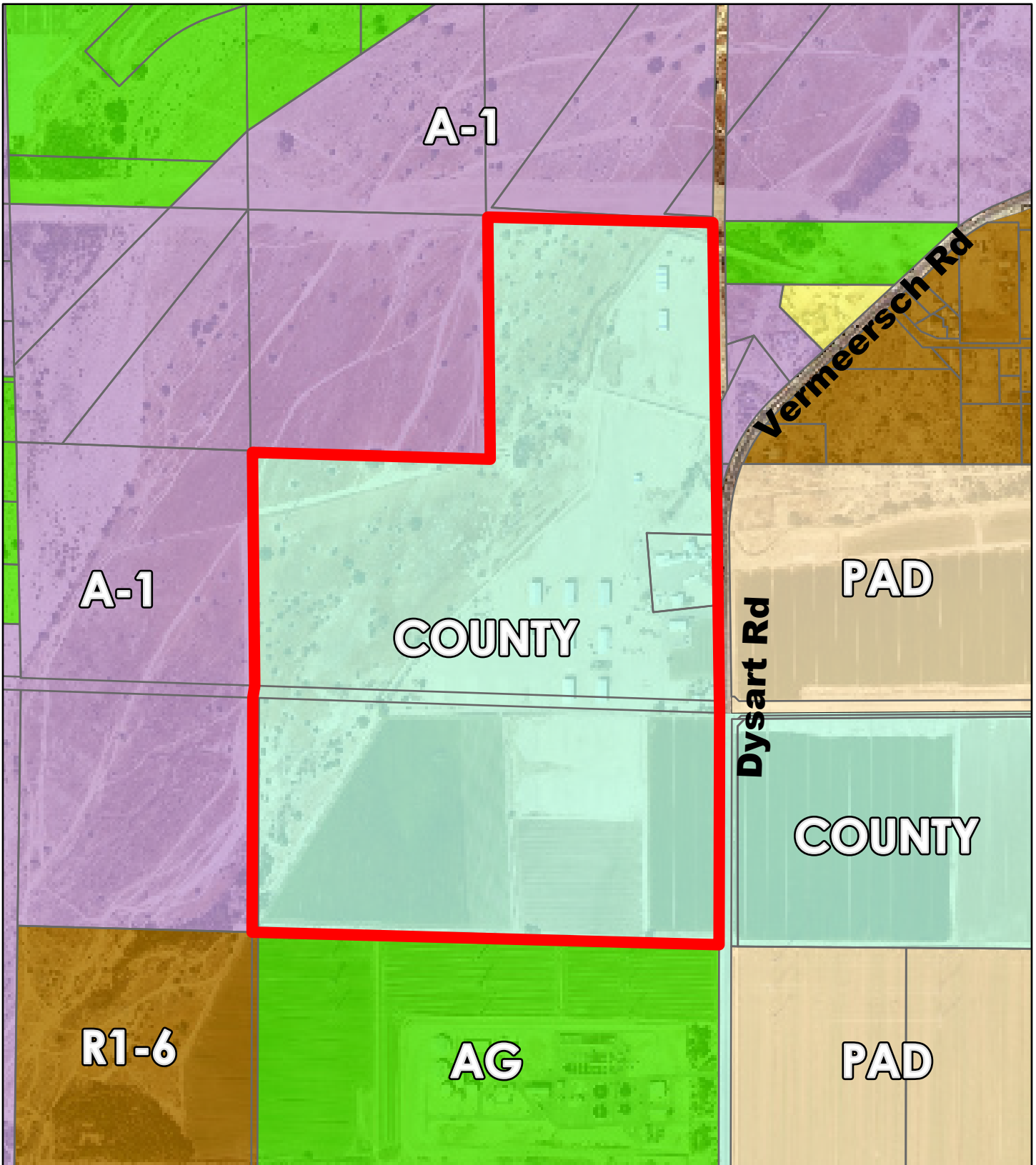
City Council will conduct a public hearing and **ADOPT** Resolution 1076-1122 approving Application PL-22-0050 Three Rivers Ranch, a request for a Major Amendment to the General Plan 2030 Land Use Map changing the Land Use designation of the subject property from Estate/Low Density Residential (ELDR) and Mixed-Use to Medium Density Residential (MDR) and Medium/High Density Residential (MHDR).

Contact person for document distribution: Jani Wertin, Jodie Novak

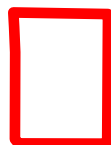


Aerial Photograph



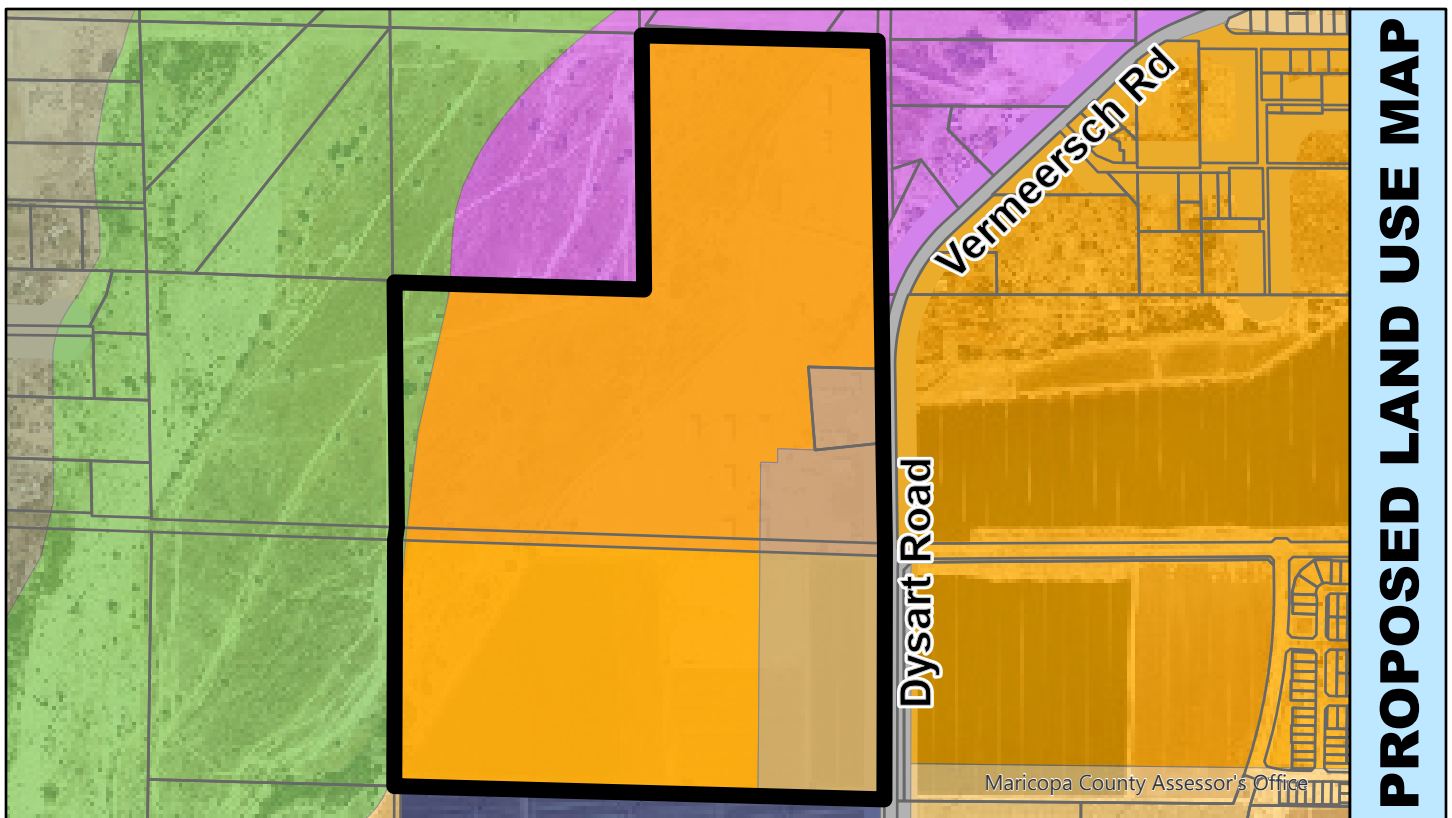
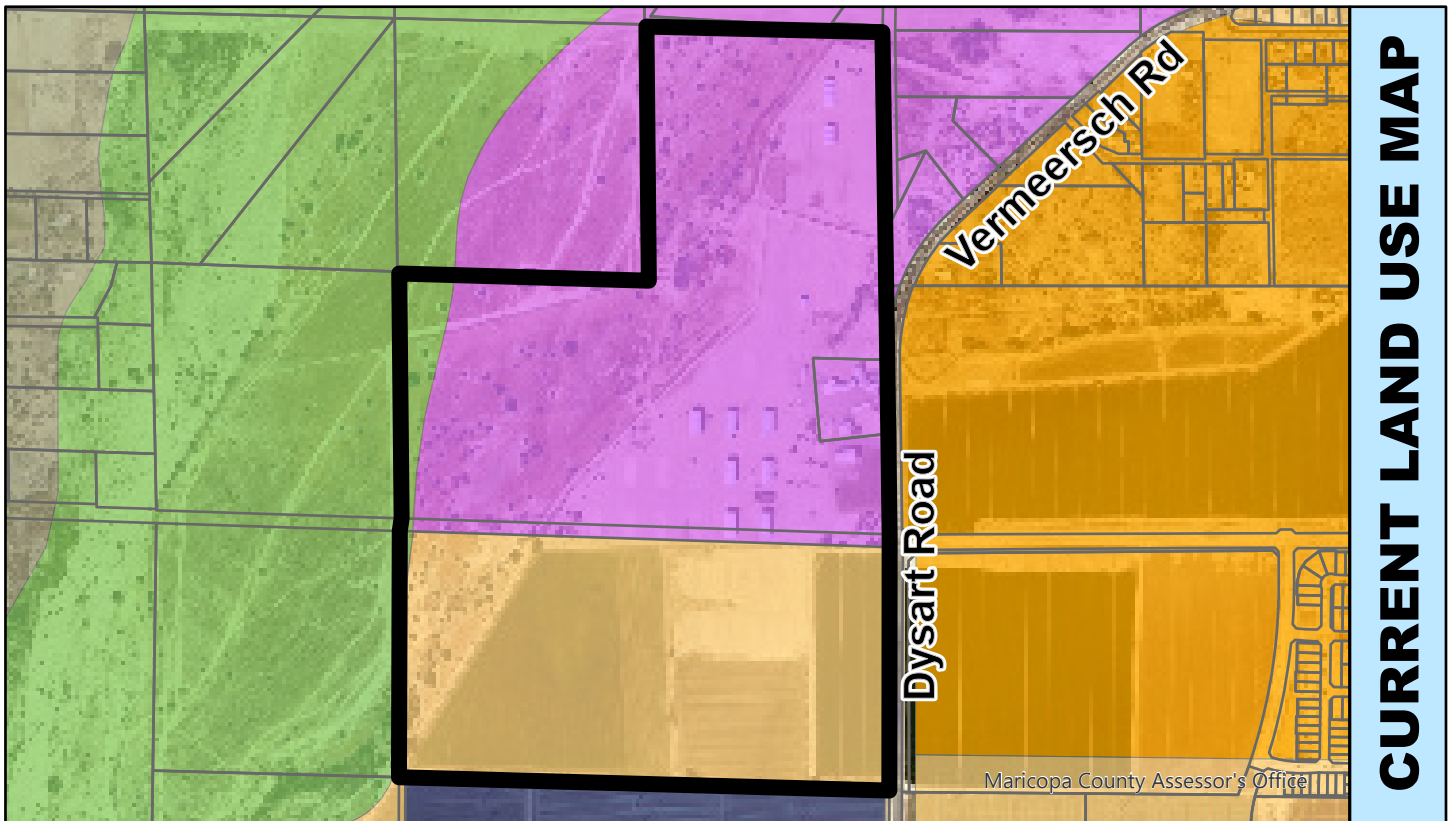


Zoning Vicinity



Subject Property

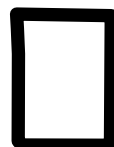




General Plan Land Use



- Low Density Residential
- Medium Density Residential
- Medium/High Density Residential
- Mixed Use
- Open Space / Parks



Subject Property





Three Rivers Ranch

Major General Plan Amendment Narrative

1st Submittal: February 28, 2022

2nd Submittal: June 6, 2022

3rd Submittal: August 24, 2022

Development Team

Applicant



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Phone: (480) 250-9842

TABLE OF CONTENTS

LOCATION	1
REQUEST	1
DEVELOPMENT PLAN	2
MAJOR GENERAL PLAN AMENDMENT FINDINGS ANALYSIS	4
CONCLUSION	9

TABLE OF EXHIBITS

EXHIBIT A – SITE AERIAL
EXHIBIT B – EXISTING GENERAL PLAN LAND USE MAP
EXHIBIT C – PROPOSED GENERAL PLAN LAND USE MAP

Location

The Property is approximately 193.98 gross acres located west of the intersection of Dysart Road and Broadway Road, as shown on the attached aerial map (**Exhibit A**). The Property is currently in unincorporated Maricopa County, but within the Avondale planning area.

The property is surrounded by the Agua Fria River to the west and north, vacant and residential land (Brookfield Alamar) to the east and an Avondale wastewater treatment facility to the south.

Request

This is a proposal to amend the Avondale General Plan 2030 Land Use Map for approximately 193.98 net acres. The proposed amendment would change the following:

- 25.70 acres *from* Estate/Low Density Residential *to* Medium/High Density Residential (Parcel 7)
- 11.45 acres *from* Mixed-Use *to* Medium/High Density Residential (Parcel 6)
- 49.86 acres *from* Estate/Low Density Residential *to* Medium Density Residential (Parcels 4 and 5)
- 106.98 acres *from* Mixed-Use *to* Medium Density Residential (Parcels 1, 2, and 3)

See **Exhibit B, Existing General Plan Land Use Map** and **Exhibit C, Proposed General Plan Land Use Map**.

The Medium Density Residential category contemplates residential density ranging from 2.5 dwelling units per acre to 4 dwelling units per acre with a target density of 2.5 dwelling units per acre.

The Medium/High Density Residential category contemplates residential density ranging from 4 dwelling units per acre to 12 dwelling units per acre with a target density of 8 dwelling units per acre.

The residential portion of the proposed development provides for an overall net density of approximately 5.05 dwelling units per acre.

Major GPA Review and Analysis

1. Availability of Current and Future Water Supplies

The Project is proposed to tie into the existing City of Avondale water system. A 16-inch water main is proposed in Dysart Road and is being constructed as part of the Alamar subdivision improvements. The Three Rivers Ranch subdivision will loop a 12-inch water main and connect to the proposed 16-inch water main in Dysart Road. An existing 12-inch water main continues in Dysart Road north into Vermeersch Road where it transitions to an existing 6-inch water line.

It is the Applicant's understanding that the Project will not create any issues for current or future water supplies. The companion zoning case includes further information related to water infrastructure and

supports that the existing or planned water infrastructure will be adequate for the Project.

2. Impact on and potential support of the City's transportation system

A Traffic Impact Analysis is being provided with the companion zoning case. The project is expected to widen Dysart Road to meet the City's half-street improvement requirements. Dysart Road will result in a four-lane cross section along the project frontage. The proposed cross section will be striped to provide one through lane in the northbound direction and two through lanes in the southbound direction, separated by a two-way center left turn lane. Additionally the project will construct the Collector Road system from the Broadway Road alignment for internal access to the single family home portions of the development. The collector road will be renamed Three Rivers Parkway and will provide one through lane in each direction of travel separated by a two-way center left turn lane that will serve as a number of primary access points directly into the neighborhood. The intersection at Broadway Road/Dysart Road will offer westbound vehicles entering the site an exclusive left turn lane and a dedicated right turn lane. Secondary access will be provided both north and south of the Collector Road alignment to provide access to Dysart Road. It is not anticipated that the change of land use will have any negative impact on the City transportation system. The project Traffic Impact Analysis addresses the proposed project demands as well as future traffic operations for the project.

The Broadway Road alignment is currently 33' of existing right-of-way internal to the property and under the jurisdiction of Maricopa County. It is not anticipated to extend access west of the property and crossing the Agua Fria River. This project proposes abandonment of the existing Maricopa County right-of-way in coordination with the new Collector Road and City right-of-way dedications to serve the development.

The applicant will comply with the City's current engineering policies and standards and work to provide solutions that will enhance the City's transportation networks as applicable for the development.

3. Impact on the natural environment, including, but not limited to, hillsides, riparian areas, and floodways

The property is currently impacted by existing Agua Fria Floodway easements known as the Floodway Flowage and Floodway Fringe easements. The project intends to relinquish the existing fringe easements with the Flood Control District of Maricopa County (FCDMC) by elevating the site above the Standard Project Flood elevations of the Agua Fria River. These easements are being addressed concurrently with the proposed General Plan Amendment and accompanying zoning cases for the project with the FCDMC right-of-way department. Additionally, an existing Zone AE floodplain encumbers the site. Through the site fill and embankment protection, the project proposes a Conditional Letter of Map Revision (CLOMR) with FEMA and the City to re-map the floodplain and protect the site for development. Improvements to the property will remove a significant portion of the property from flood hazard. Overall, the Project will provide significant improvements to the Property with quality and aesthetically pleasing features, including a meaningful amount of private open space, furthering several goals of the General Plan.

4. Extent to which the proposal contributes to achieving the (i) job to population ratio, (ii) square foot per capita ratio; and (iii) multi-family housing ratio identified within the GP2030

The proposed General Plan Amendment will not have an overall negative impact on the City's current job-to-population ratio as over half of the Property's designation is already Mixed Use, which has a target density of 20 du/ac. Because the proposed land use categories have a lower target du/ac, the total du/ac

available in the GP2030 will likely decrease.

Additionally, it is anticipated that with the addition of new residential options, support for existing and future employment and commercial uses will occur. The re-designation of the Property will be in accordance with the City's goals and policies and will be aimed at furthering additional diverse residential housing opportunities in Avondale, which are currently limited.

5. *Impact on City services and facilities including, but not limited to, police, fire, water, and wastewater*

The proposed General Plan Amendment will not have a negative impact on the City's services. It is our understanding there are adequate facilities and/or connections to serve the Project, which will be improved by the developer, as required. Exact infrastructure improvements for the Property will be determined during the platting and/or site plan and design review application phase.

6. *Extent to which the goals of the GP2030 are accomplished*

The proposed development furthers several goals and policies of the General Plan 2030, as further detailed below.

Housing Element

GOAL 2: Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels.

Three Rivers Ranch will offer a variety of housing types that will accommodate a wide range of market segments and life stages. The single-family homes will provide more traditional housing opportunities for first time, move up, and empty nester buyers. The townhome product will offer the young professional the opportunity to live within a master planned community but with the ability to enter at a lower price point. The proposed single-family rental product provides homes with private backyards and lots, allowing for a "lock and leave" lifestyle which requires less maintenance and promotes the use of the neighborhood common and amenity areas. This increases a sense of place within the neighborhood and ultimately encourages more community interaction. This product type also creates optimal density to support surrounding employment, educational and commercial uses.

GOAL 4: Require excellence and innovation in residential design and construction.

Policies:

B. Support creatively designed subdivision layouts, particularly layouts in which open space and recreation areas containing amenities are thoughtfully integrated throughout.

C. Utilize the City's Design Manuals to promote quality development and attractive residential communities, updating these documents when necessary to reflect changing preferences and styles.

E. Endorse the use of Crime Prevention through Environmental design (CPTED) principles when designing residential communities.

Three Rivers Ranch will incorporate a number of the City's Design Manual policies to create a layout with ample open space and recreation areas that contain amenities throughout the project. It also ensures quality architecture and will endorse CPTED design.

Open Space Element

GOAL 1: Identify, protect, and preserve the natural amenities and environmental attributes that are unique to Avondale and contribute to a healthy lifestyle.

Three Rivers Ranch will embrace the natural beauty of the surrounding area, including the Agua Fria River and the Estrella Mountains. Ample open space will be provided with parks and common areas that incorporate natural vegetation consistent with surrounding developments. The common open space areas will be linked with pedestrian connection to support a healthy lifestyle.

Recreational Element

GOAL 1: Ensure every person has convenient access to safe public parks and affordable recreation opportunities.

Policies:

A. Continue to ensure that private development provides local, accessible neighborhood parks and tot lots under the management of a Home Owners Association.

Three Rivers Ranch is designed to cater to active lifestyles. The community incorporates some pocket park/courtyard planning techniques into its site plan which will contribute to a more livable environment. Primary circulation routes are planned from homes and courtyards to parks, common open spaces, and the trails in the surrounding area. The rental home community will include fitness amenities available to residents and feature landscaped walking paths wind through the development.

Creative play opportunities will include both manufactured playground elements as well as site specific design components. Small ramadas, picnic shelters and shade structures will also be incorporated into the design. A significant amount of open space is provided (including active areas for games (Bag Toss, etc.), barbecue stations, fire pits, dog park, and more. The community will be professionally managed and will provide amenities and recreation activities to the residents, furthering the City's recreational goals.

Thoughtfully located parks provide a robust system of paths and trails that provide safe and convenient alternative access. Each trail has been carefully considered within the context of the community. Trees and planting will be incorporated to provide shade, visual appeal, and character, in a manner that does not block views to and from the parks.

Avondale Strategic Five-Year Plan

The Avondale Strategic Five-Year Plan was designed with the vision and guidance from the Avondale City Council, and crafted with input from engaged residents, local businesses, and key personnel across the

City's organization. The Plan represents a cohesive and intelligent approach to continuing on the path to Avondale's vision to create a community that is both family friendly and economically robust. A city that is Aspiring, Achieving and Accelerating.

Three Rivers Ranch provides the opportunity to develop a challenged site along Dysart Road that is compatible with existing development and supports housing diversity opportunities for the area. With the increase of employment, commercial and educational opportunities that are anticipated in the area in the near future, this site will provide a prime location for new residences which will support other land uses. This will complement and support the economic vision of the Strategic Five-Year Plan.

Additionally, the following goals of the Strategic Five-Year Plan will be met with Three Rivers Ranch:

Initiative #1, Strategic Goal: *Encourage build-out in residential housing opportunities that support diverse housing options.*

With its variety of housing offerings, ranging from townhomes with a modern design focused on an urban living experience and high-quality amenities to traditional single-family homes, the Project will provide a unique and diverse housing opportunity for a wide spectrum of prospective residents. From young, single professionals to families to empty nesters, Three Rivers Ranch will offer a desirable and accommodating product. Three Rivers Ranch contributes to the diversity of housing that the Strategic Five-Year Plan envisions.

Initiative #2, Strategic Goal, Action Item: *Establish relationships with potential partners for the development of trail and river corridors.*

Three Rivers Ranch will provide connectivity and pedestrian access to the surrounding area with trail linkages and enhanced open spaces. The Developer will ensure access to the surrounding sidewalks and promote connectivity to the larger trails master plan for Avondale, as well as the Tres Rios Specific Plan.

Major GPA Findings Analysis

This request for a Major General Plan Amendment meets or exceeds the required findings established by the City of Avondale, as detailed below.

1. *The development pattern contained on the Land Use Plan inadequately provides the appropriate optional sites for the use and/or change proposed in the amendment.*

Three Rivers Ranch offers a development and land use plan that is generally holistically consistent with the overall designation for the Property in the GP2030. However, the Land Use Plan does not provide the appropriate flexibility to allow the proper variety of housing products proposed in the proper locations. The proposed development will not increase the overall targeted residential density for the Property, but rather will provide the highest density where it is most appropriate. In this case, that is in the southwest corner of the Property adjacent to the Avondale Wastewater Treatment Facility. By changing the land use map to Medium/High Density Residential at this location, it provides the perfect opportunity to address the site challenges and provide a unique housing development with a variety of offerings and price points that would otherwise not generally be available here. Additional changes will accommodate the integrated master plan and best allocate appropriate densities and uses.

2. *The amendment constitutes an overall improvement to the GP2030 and is not solely for the good or benefit of a particular landowner or owners*

Three Rivers Ranch will provide a variety of housing that attracts new residents ranging from young professionals to families to empty nesters who are looking for a “lock and leave” lifestyle. The Applicant is excited to provide this array of products, especially those that are underrepresented in the City of Avondale.

This GPA will allow the Applicant to efficiently allocate the proposed densities to their most appropriate locations.

3. *The amendment will not adversely impact the community as a whole and/or a portion of the community by:*
 - a. *Significantly altering the acceptable land use patterns;*
 - b. *Requiring larger and more expensive public infrastructure improvements including, but not limited to, roads, water, wastewater, and public safety facilities than would otherwise be needed without the proposed change; or*
 - c. *Adversely impacting the existing land uses.*

The amendment will not significantly alter acceptable land use patterns in the area or impact nearby existing uses. The residential community will be developed with lot sizes, product types, and densities that are compatible with and complementary to the Brookfield Alamar master planned community immediately east of Dysart Road. Over half the Property was already designated Mixed-Use, for which the target density of 20 du/ac exceeds the densities of the proposed designations. The proposed land use pattern does not significantly alter the existing land use plan. Rather, it enables the Applicant to respond to market demands in Avondale by providing a greater variety of housing options.

Public infrastructure exists for this development and it will not be a significant burden on the existing systems that are in place.

Lastly, the proposed amendment does not adversely impact existing land uses. With adequate existing infrastructure and additional improvements, the proposed development will be complementary to existing uses and will positively contribute to the economic dynamism of the area.

4. *That the amendment is consistent with the overall intent of the GP2030 and other adopted plans, code and ordinances*

The proposed land use pattern is compatible with the existing land use plan for the Property and is consistent with the overall intent of the GP2030. The amendment does not significantly alter the designated residential densities for the Property but allows for greater flexibility and the ability to offer more variety to prospective residents.

Overall, the amendment consists of an improvement to the General Plan with the overall enhancements as outlined below:

- The Project will create a dynamic and vibrant community that will attract additional investment.

- The Project will provide a variety of quality housing options to accommodate the demographics and market demands of Avondale.
- The Project will foster economic vitality and support future employment uses.
- The Project provides for abundant open space, pedestrian connectivity, and trail linkages and enhancements in furtherance of the Tres Rios Specific Plan, which will positively impact the mental and physical well-being of Three Rivers Ranch residents.

Conclusion

Three Rivers Ranch will provide diverse, high quality housing products that are needed and in high demand within the City of Avondale. This Major General Plan Amendment is intended to provide a framework for development of a complementary land use in this evolving area that is compatible with existing uses and will drive further investment in this corner of Avondale. The proposed amendment is consistent with the overall goals and objectives of the General Plan and will be a positive addition to the area.

EXHIBIT A

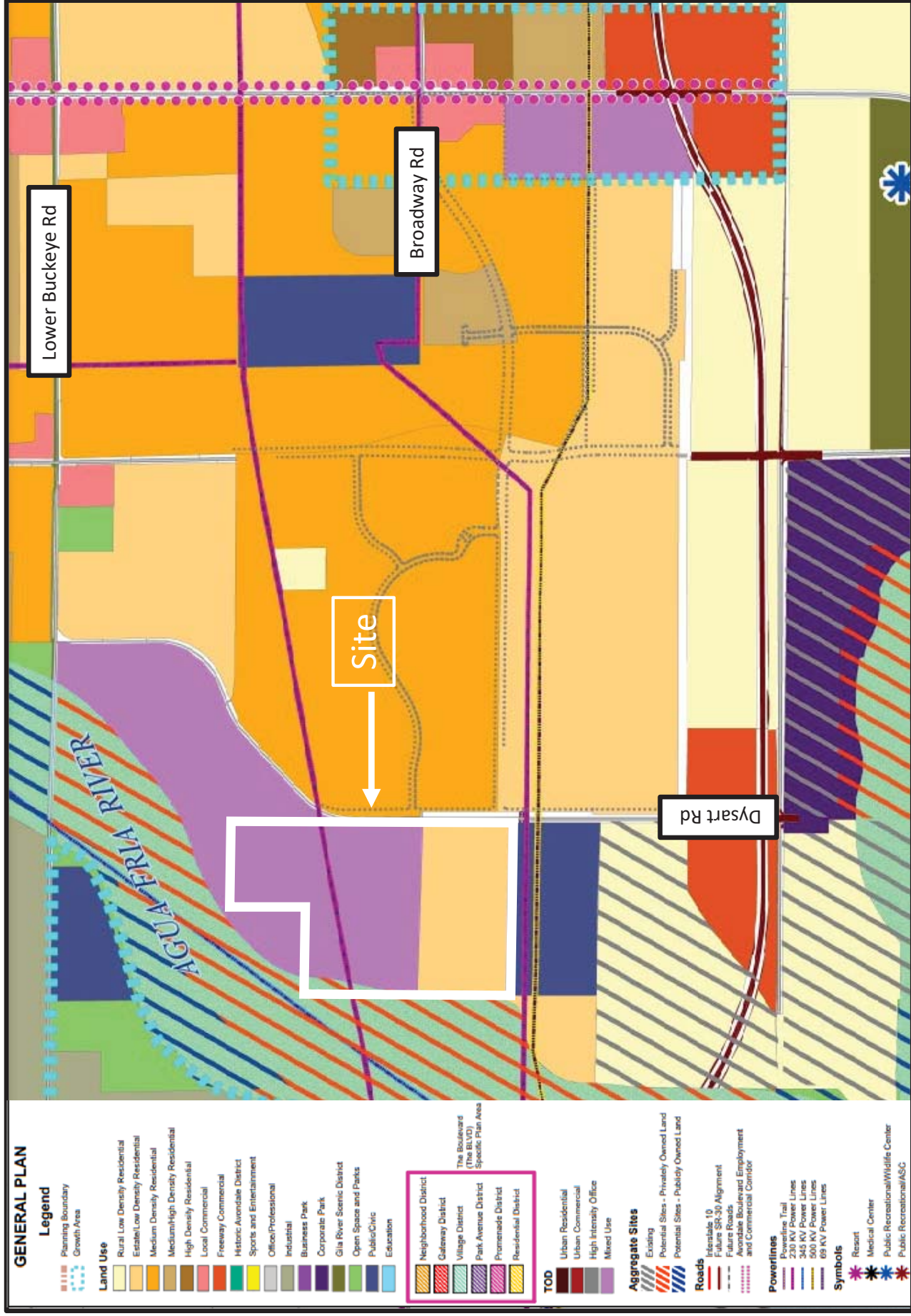
Aerial Map



West of Intersection of Dysart Road and Broadway Road, Maricopa County

EXHIBIT B

Avondale General Plan Map

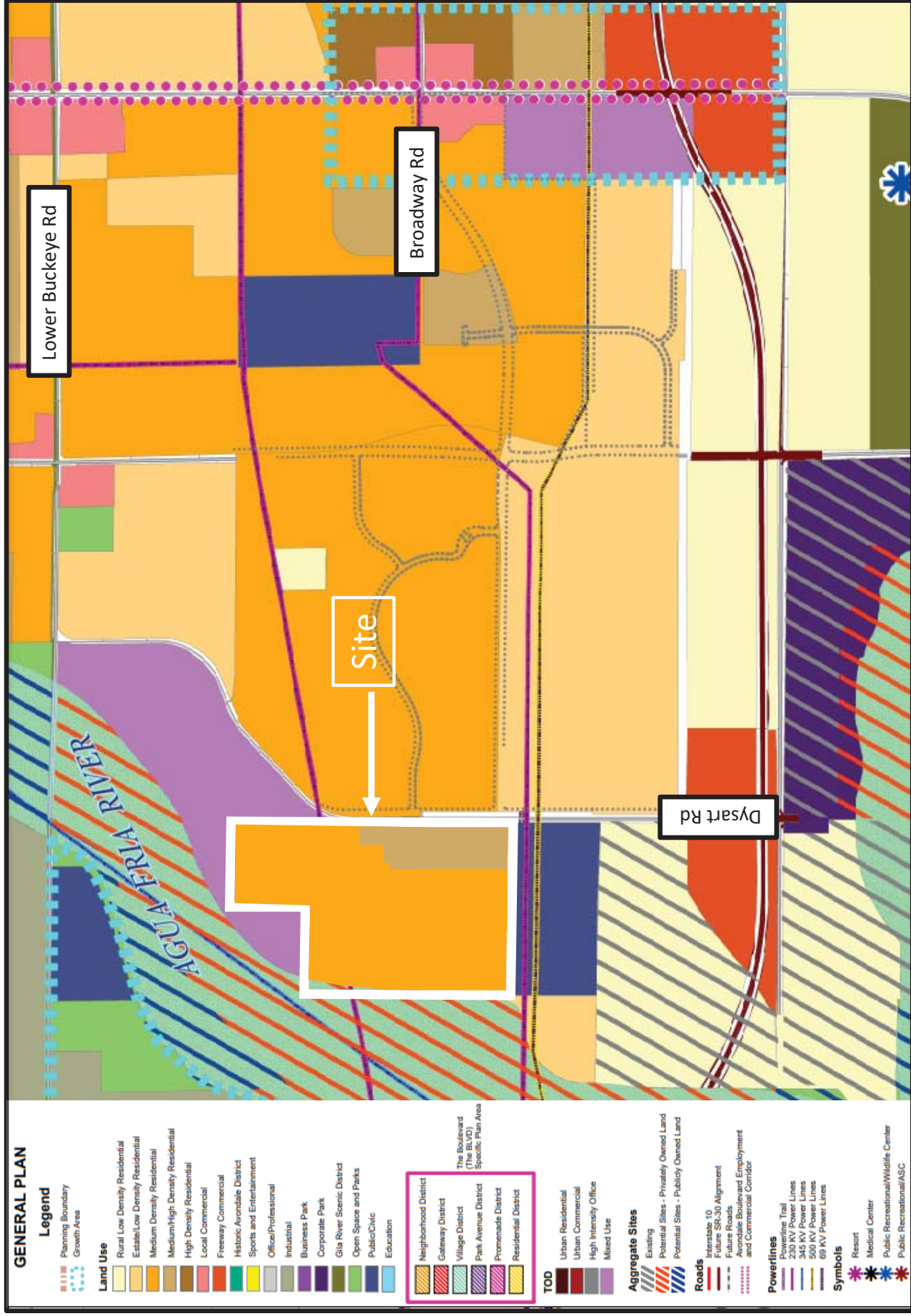


West of Intersection of Dysart Road and Broadway Road, Maricopa County



EXHIBIT C

Avondale Proposed General Plan Map



West of Intersection of Dysart Road and Broadway Road, Maricopa County



Three Rivers Ranch

Neighborhood Meeting Summary
PL-22-0050/PL-22-0110

Submitted August 30, 2022

A. Date, Time, and Location of the Meeting

The required neighborhood meeting for Case No. PL-22-0050/PL-22-0110 was held on Monday, August 29, 2022 at 6:00 PM. Due to the COVID-19 pandemic, the meeting was held virtually via Zoom.

The neighborhood meeting notification was noticed in accordance with the City's Zoning Ordinance Requirements. The applicant completed the legal newspaper advertisement with a publishing in the August 10, 2022 edition of the Southwest Valley Arizona Republic newspaper. Additionally, the applicant posted a public notice sign on August 10, 2022 and mailed notice letters to property owners within 1,000 feet. The affidavits are enclosed at **Tab A**.

B. Number of Participants

The applicant, along with the project development team, and a City of Avondale Planning representative attended the virtual neighborhood meeting. Commissioners Arnette and Castillo also attended the meeting in addition to two (2) interested neighbor.

C. Summary of Presentation, Questions and Applicant Responses

The applicant commenced the neighborhood meeting with introductions of the development team followed by an overview of the application request. The applicant provided a description of the surrounding area context, existing land use designations, site challenges and constraints, and specifics regarding the proposed community. The applicant also shared the proposed community plans. The applicant then offered an opportunity for questions and comments.

The neighborhood meeting attendees had general questions regarding: (1) traffic; (2) adequate school capacity; and (3) adequate water and sewer facilities. The applicant responded to attendee questions, stating that a traffic impact analysis demonstrates that with the requested improvements the surrounding roadway network can adequately handle the increased trips, certificates of adequate school facilities have been acquired from the Tolleson and Littleton School Districts, and that sufficient water and sewer facilities exist with connections to the site. The applicant also offered to provide attendees with copies of the Traffic Impact Analysis and the Certificates of Adequate School Facilities.

The Applicant will continue to be available to discuss the proposal with interested parties throughout the application process.

D. Summary

The feedback received regarding the proposed project was generally neutral with no significant concerns raised. The applicant will continue to be available to discuss the proposal with interested parties throughout the process.



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for Rezoning and General Plan Amendment has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Three Rivers Ranch
Request: Rezone to PAD
Current Density Allowed: 1 du/ac
Total number of residential units proposed: 961

Project Manager: Jani Werlin
Acreage/Parcel Size: 194 +/-
Density Proposed: 5.05 du ac

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes No X

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

One times capital cost of adding estimated students is \$4.5M. Additional ongoing operational costs to adding estimated students is \$824K.

Is a school site within the proposed development needed?

Yes No X

If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes X No

If answered yes, please explain below:

The developer has signed the standard impact agreement.

*****If additional writing space is needed, please attach pages to this form*****

Date Reviewed: 09.06.2022

School District: Littleton Elementary School District #65

District Superintendent: Dr. Roger Freeman

Phone #: (623)759-2628

E-mail: freeman.roger@littletonaz.org

Signature: 

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010
<https://www.avondaleaz.gov/government/departments/development-engineering-services>



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for Annexation/Rezone/General Plan Amendment has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Three Rivers Ranch Project Manager: Jani Wertin
Request: Rezone to PAD Acreage/Parcel Size: 224.41
Current Density Allowed: 194 +/- Density Proposed: 4.43
Total number of residential units proposed: 961

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes ☒ No ☐

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed? Yes ☐ No ☒
If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes ☐ No ☐

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

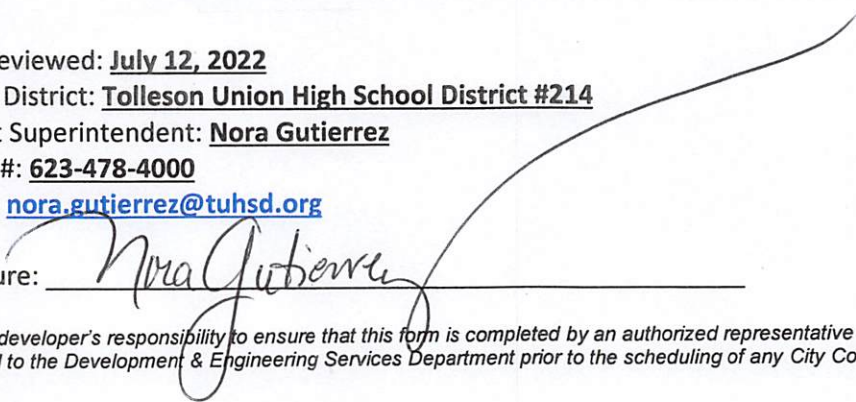
Date Reviewed: July 12, 2022

School District: Tolleson Union High School District #214

District Superintendent: Nora Gutierrez

Phone #: 623-478-4000

E-mail: nora.gutierrez@tuhisd.org

Signature: 

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010
www.avondale.org/developmentandservices

RESOLUTION NO. 1076-1122

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE GENERAL PLAN REGARDING THE LAND-USE DESIGNATION OF APPROXIMATELY $\pm$ 193.98 ACRES GENERALLY LOCATED ALONG DYSART ROAD, WEST OF THE INTERSECTION WITH BROADWAY ROAD, AS SHOWN IN APPLICATION PL-22-0050 FROM MIXED USE AND ESTATE/LOW DENSITY RESIDENTIAL TO MEDIUM/HIGH DENSITY RESIDENTIAL AND MEDIUM DENSITY RESIDENTIAL.

WHEREAS, the City of Avondale General Plan (the “General Plan”) was adopted by the Mayor and Council of the City of Avondale (the “City Council”) on April 2, 2012, and ratified by the qualified electors of the City of Avondale on August 28, 2012; and

WHEREAS, the General Plan was readopted by the City Council on May 2, 2022, and ratified by the qualified electors of the City of Avondale on August 2, 2022; and

WHEREAS, the City Council desires to amend the General Plan to change the land-use designation for approximately $\pm$ 193.98 acres generally located along Dysart Road, west of the intersection with Broadway Road, from Mixed Use and Estate/Low Density to Medium/High Density Residential and Medium Density Residential, as shown in Application PL-22-0050 (the “General Plan Amendment”); and

WHEREAS, the General Plan establishes the authority and procedures for amendments to the General Plan land-use designations; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City of Avondale (the “City”) has consulted with, advised and provided the opportunity for public comment on the General Plan Amendment; and

WHEREAS, all due and proper notice of the public hearings on the General Plan Amendment held before the City of Avondale Planning Commission (the “Commission”) and the City Council was given in the time, form and substance provided by ARIZ. REV. STAT. § 9-461.06; and

WHEREAS, pursuant to the General Plan, the Commission held (i) the first public hearing on the proposed General Plan Amendment on September 21, 2022, and (ii) the second public hearing on October 21, 2022, after which the Commission recommended approval; and

WHEREAS, pursuant to the General Plan, the City Council held a public hearing on the proposed General Plan Amendment on December 5, 2022.

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

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

SECTION 2. The General Plan is hereby amended to change the land-use designation for approximately $\pm$ 193.98 acres generally located along Dysart Road, west of the intersection with Broadway Road, as shown in Application PL-22-0050, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, from Mixed Use and Estate/Low Density to Medium/High Density Residential and Medium Density Residential.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 5, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

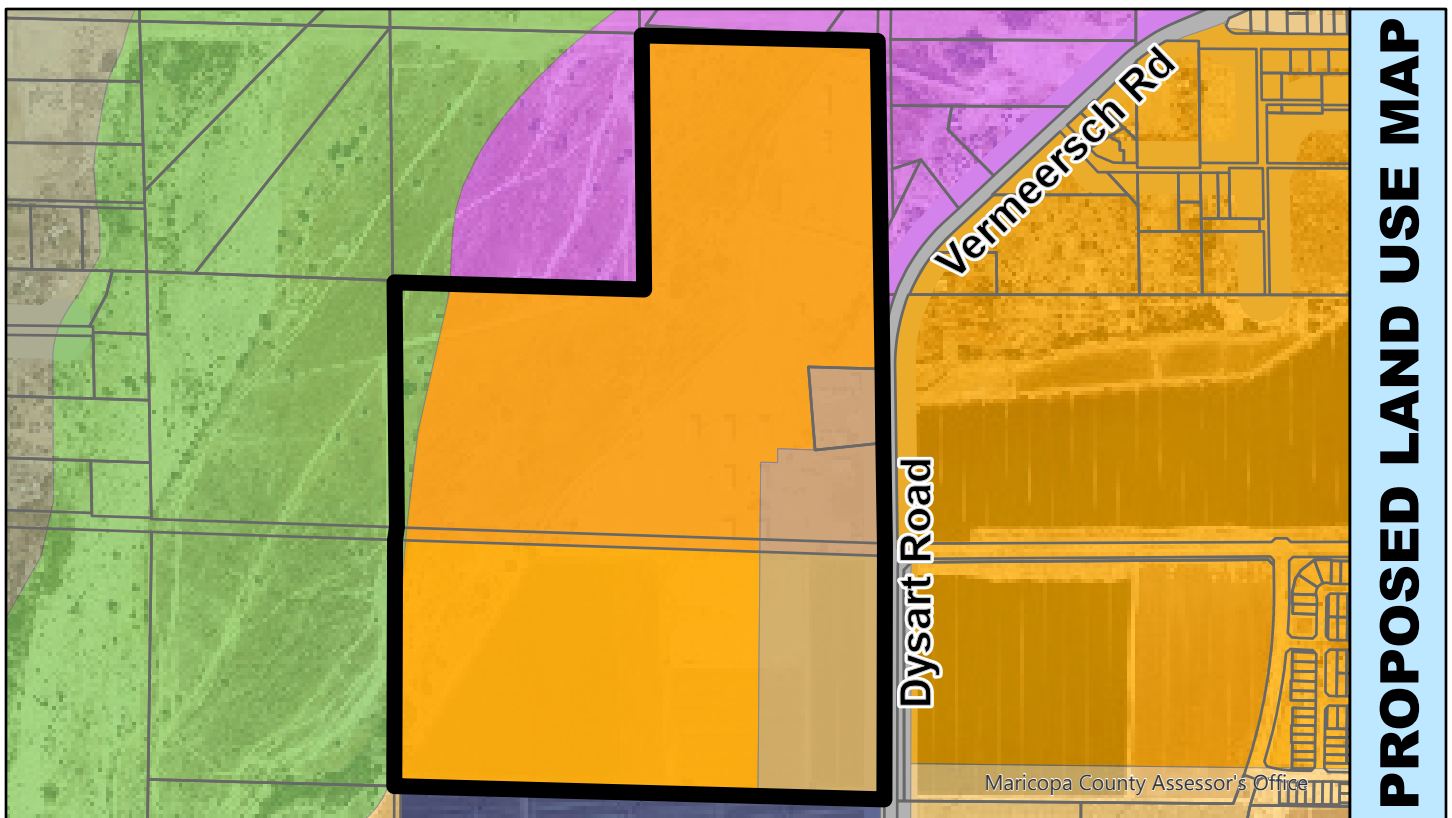
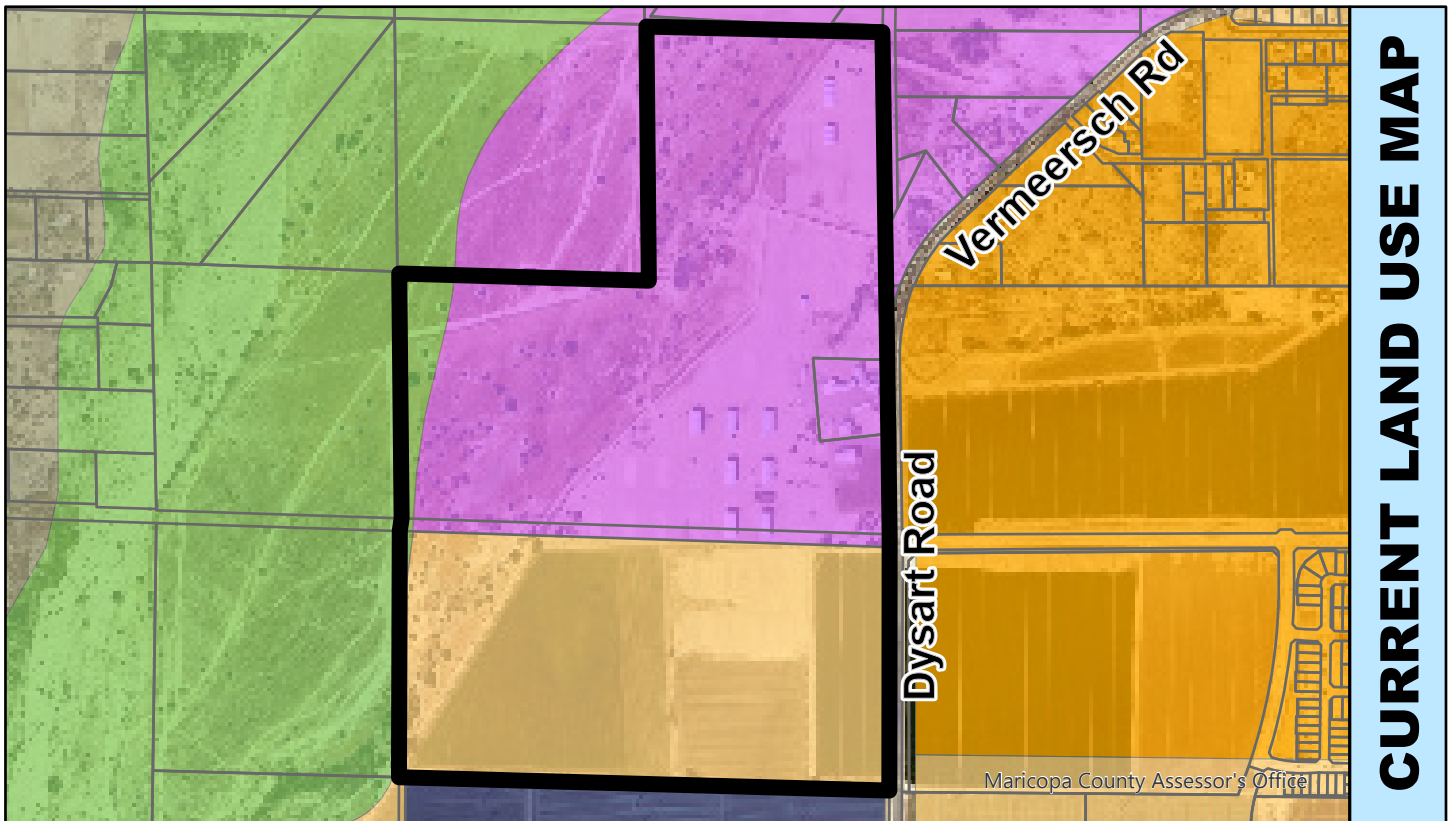
APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1076-1122

[General Plan Amendment Legal Description and Map]

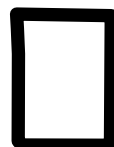
See following pages.



General Plan Land Use



- Low Density Residential
- Medium Density Residential
- Medium/High Density Residential
- Mixed Use
- Open Space / Parks



Subject Property



CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2064-1122 – Three Rivers Ranch Annexation – Application PL-22-0111

MEETING DATE: 12/5/2022

TO: Mayor and Council

FROM: Jodie Novak, Director of Development Services, (623) 333-4015

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

STRATEGIC OUTCOME: Creative and Sustainable Community Development

STRATEGY: Maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Ordinance 2064-1122, approving a request by Mr. Alex Hayes of Withey Morris PLC to begin the annexation process of approximately 196.89 acres located west of the intersection of Broadway Road and Dysart Road. The Council will take appropriate action.

BACKGROUND:

This request was initially scheduled for City Council on November 21, 2022; however, the applicant requested a continuance of this item to the December 5, 2022 City Council meeting due to a scheduling conflict.

The proposed annexation request includes approximately 196.89 acres located west of the intersection of Broadway Road and Dysart Road (Exhibit A). Currently in the jurisdiction of Maricopa County, the 196.89-acre property is comprised of three parcels and an approximately 2.91-acre strip of adjoining Dysart Road right-of-way. The two larger parcels are owned by Three Rivers Ranch LLC and are 109.02 acres and 76.05 acres in size. The third smaller parcel is owned by Lakin Estrella Ranch Limited Partnership and is 3.50 acres in size.

The impetus for the proposed annexation and rezoning is to accommodate development and facilitate development of the property with 530 single-family residential detached home lots, 120 townhomes (attached single-family residential homes), and 311 multi-family residential apartment units (referred to as build-to-rent single-family; however, these are 1-story and 2-story individual apartment units). Annexation into the City of Avondale is required in order for the City to provide water and sewer service to the planned facility.

Due to the proximity of the site to the Agua Fria River and the Avondale Wastewater Treatment Facility, the majority of the site falls within the 100-year flood plain, a small portion to the northwest falling within the regulatory floodway, as well as encroaches into the 1,000 foot Odor Control Easement to the south. Additionally, Western Area Power Authority (WAPA) has a powerline easement with active powerlines bisecting the site.

The property is presently zoned Rural (RU-43) in Maricopa County, which accommodates development of 1-acre single-family residential lots (Exhibit B). As required by Arizona statute, upon annexation, the property will be assigned City zoning equivalent to the existing Maricopa County Zoning. The City-equivalent zoning to Maricopa County's RU-43 district is Avondale's Rural Residential (RR-43) district, which allows development of 1-acre single-family residential lots similar to what is presently permitted in the County.

The property's City General Plan 2030 land use category designation is Estate Low Density Residential (ELDR) and Mixed Use (Exhibit C). The Mixed Use designation currently covers the northern two-thirds of the site, approximately 118.43 acres, while the Estate/Low Density Residential (ELDR) designation covers the southern third of the site, approximately 75.56 acres. The ELDR category allows for development of detached single-family residential homes at a density of 1 to 2.5 dwelling units per acre. The target density in ELDR is 1 unit per acre. The Mixed Use category allows for a mixture of residential and commercial and does not have a density range or target density.

A concurrent request for a Major GPA to revise the General Plan Land Use Map from Estate/Low Density Residential (ELDR) and Mixed Use to Medium Density Residential (MDR) and Medium/High Density Residential (MHDR) has been submitted alongside this application. The Medium/High Density Residential (MHDR) designation will cover a strip along Dysart Road, approximately 37.15 acres, while the Medium Density Residential (MDR) designation will cover the remainder of the site, approximately 156.84 acres. The MDR category accommodates development of suburban detached single-family residential within a density range of 2.5 to 4.0 dwelling units per acre, with a target density of 2.5. The MHDR category accommodates development of a variety of housing choices in a planned and clustered setting unique to Avondale within a density range of 4.0 to 12.0 dwelling units per acre, with a target density of 8.

Though upon annexation the property will be initially assigned City zoning of RR-43 as discussed above, there is a concurrent application to rezone the site to Three Rivers Ranch Planned Area Development (PAD). The rezoning will be scheduled to be acted upon by City Council on the same agenda as approval of the annexation request.

The existing uses and zoning of adjacent properties include:

NORTH: Agua Fria River, zoned General Industrial (A-1).

EAST: East of Dysart Road- Vacant school site owned by Tolleson Union High School District, located in unincorporated Maricopa County. Phase 5 of Brookfield Alamar, a master planned community zoned Planned Area Development (PAD) and approved for 3,695 total single-family dwellings, 1,145 of which are to be located in Phase 5. The phase near this property is currently undeveloped.

Northeast of site- Harvest HOC of Avondale Dispensary and single-family residential, zoned General Industrial (A-1). Vacant land, zoned Agricultural (AG).

SOUTH: Avondale Wastewater Treatment Facility, zoned Agricultural (AG).

WEST: Agua Fria River, zoned General Industrial (A-1).

SUMMARY OF REQUEST:

At its meeting on October 17, 2022, Council provided Staff with authorization to proceed with the proposed Three Rivers Ranch annexation. A concurrent rezoning request for this site is scheduled to be heard before Planning Commission on October 19, 2022 and for a public hearing at the City Council on November 21, 2022. This request includes rezoning 193.98 acres from Rural Residential (RR-43) to Three Rivers Ranch Planned Area Development (PAD). Staff and the project applicant, Mr. Alex Hayes, Withey Morris PLC, have subsequently completed all statutorily required steps leading up to the public hearing scheduled for tonight's meeting, including:

- **October 17, 2022:** Filing of the blank annexation petition with the Maricopa County Recorder (Exhibit

E).

- **October 19, 2022:** Publication of a display ad in the Southwest Valley Republic giving notice of tonight's public hearing.
- **On or before October 23, 2022:** Posting of three signs on the land to be annexed giving notice of tonight's public hearing.
- **On or before October 23, 2022:** Notice of the public hearing mailed to all property owners within the proposed annexation boundary, all utility companies with facilities located on or adjacent to the annexation boundary, and the Chairman of the Maricopa County Board of Supervisors.

DISCUSSION:

As required by Arizona statute, notice of the annexation has been provided to all owners within the annexation boundary. The applicant is expected to bring the executed petition, signed by one-half or more of the persons owning real and personal property that would be subject to taxation by the City in the event of annexation, in both assessed valuation and ownership, by the City Council meeting date.

At tonight's meeting, Council will consider adoption of the Ordinance approving the requested annexation. To date, no comments on the request have been received by Staff.

BUDGET IMPACT:

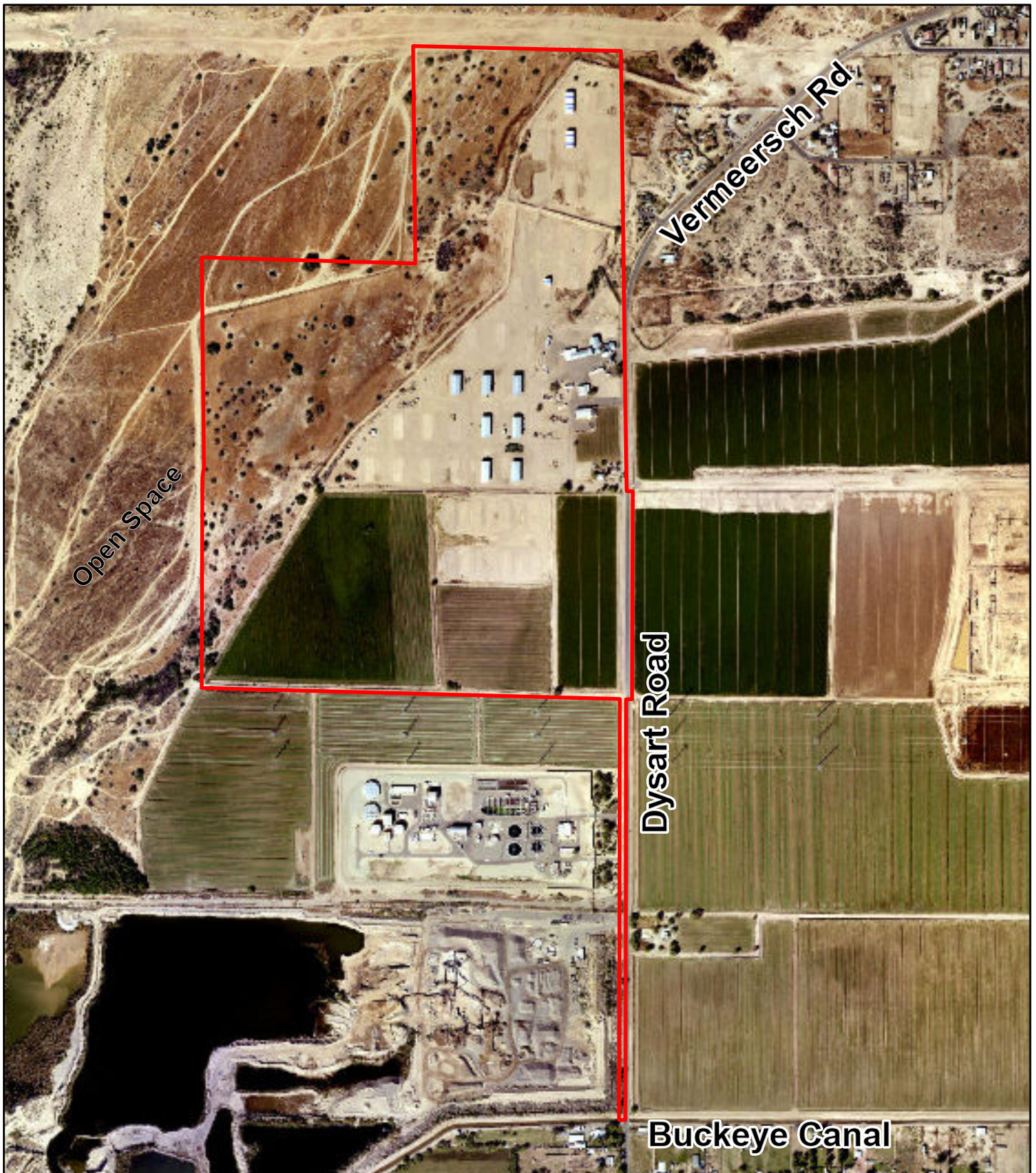
The annexation application included the required \$6,000.00 fee that will be used towards costs related to the processing of the annexation. As noted previously, providing authorization to proceed does not obligate the City Council to approve the proposed annexation at a future meeting.

If the proposed annexation is approved at a future meeting and the property is developed within the City, revenue from construction sales tax, property tax, water and sewer fees, and development impact fees can be expected. Conversely, the City will incur costs of serving the property with Avondale services, including, but not limited to, water, sewer, sanitation, police, fire, and street services.

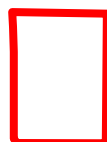
RECOMMENDATION:

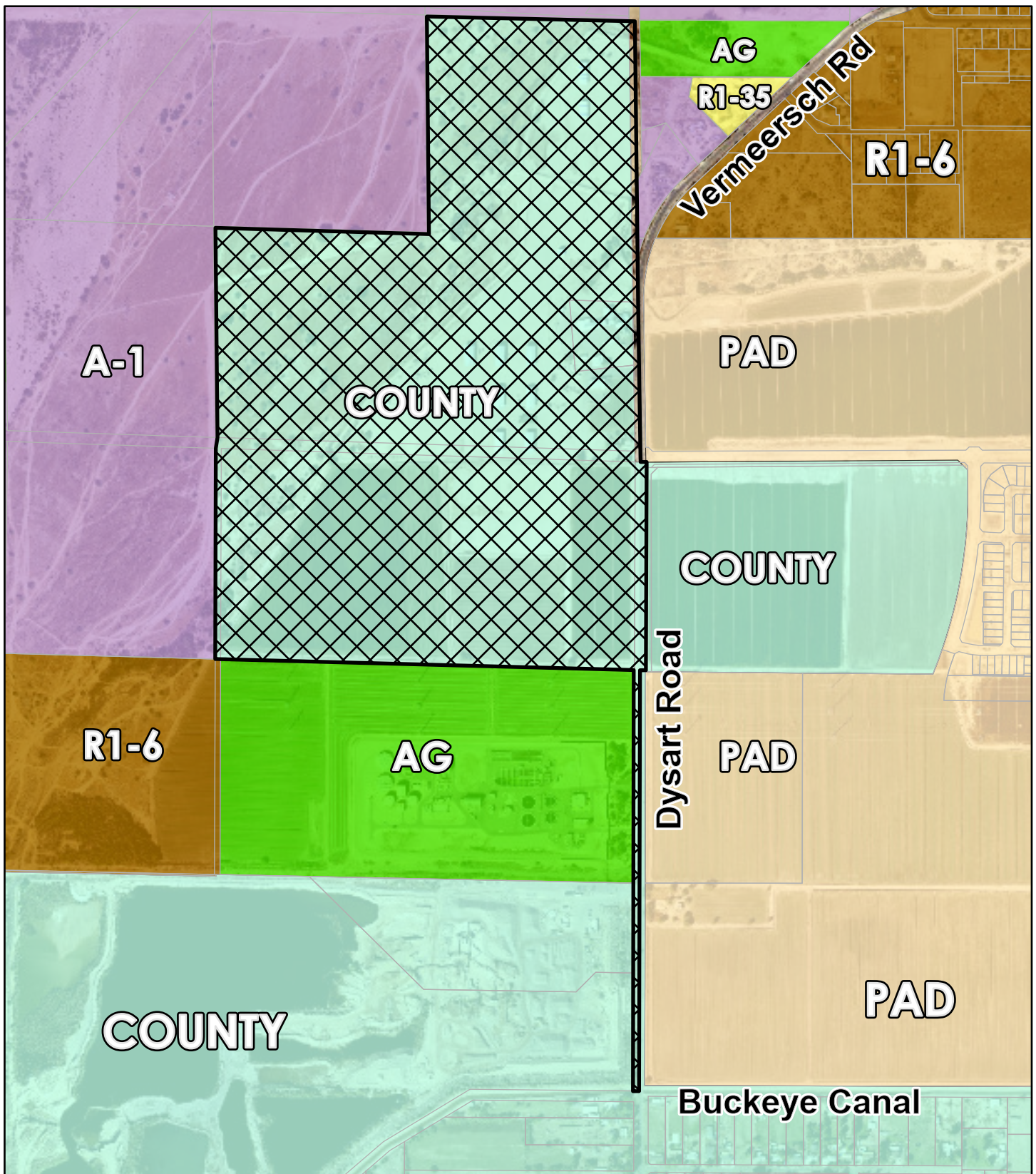
City Council will conduct a public hearing and **ADOPT** Ordinance 2064-1122 annexing approximately 196.89 acres generally located west of the intersection of Broadway Road and Dysart Road, PL-22-0111 Three Rivers Ranch.

Contact person for document distribution: Jani Wertin, Jodie Novak

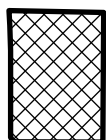


Aerial Photograph



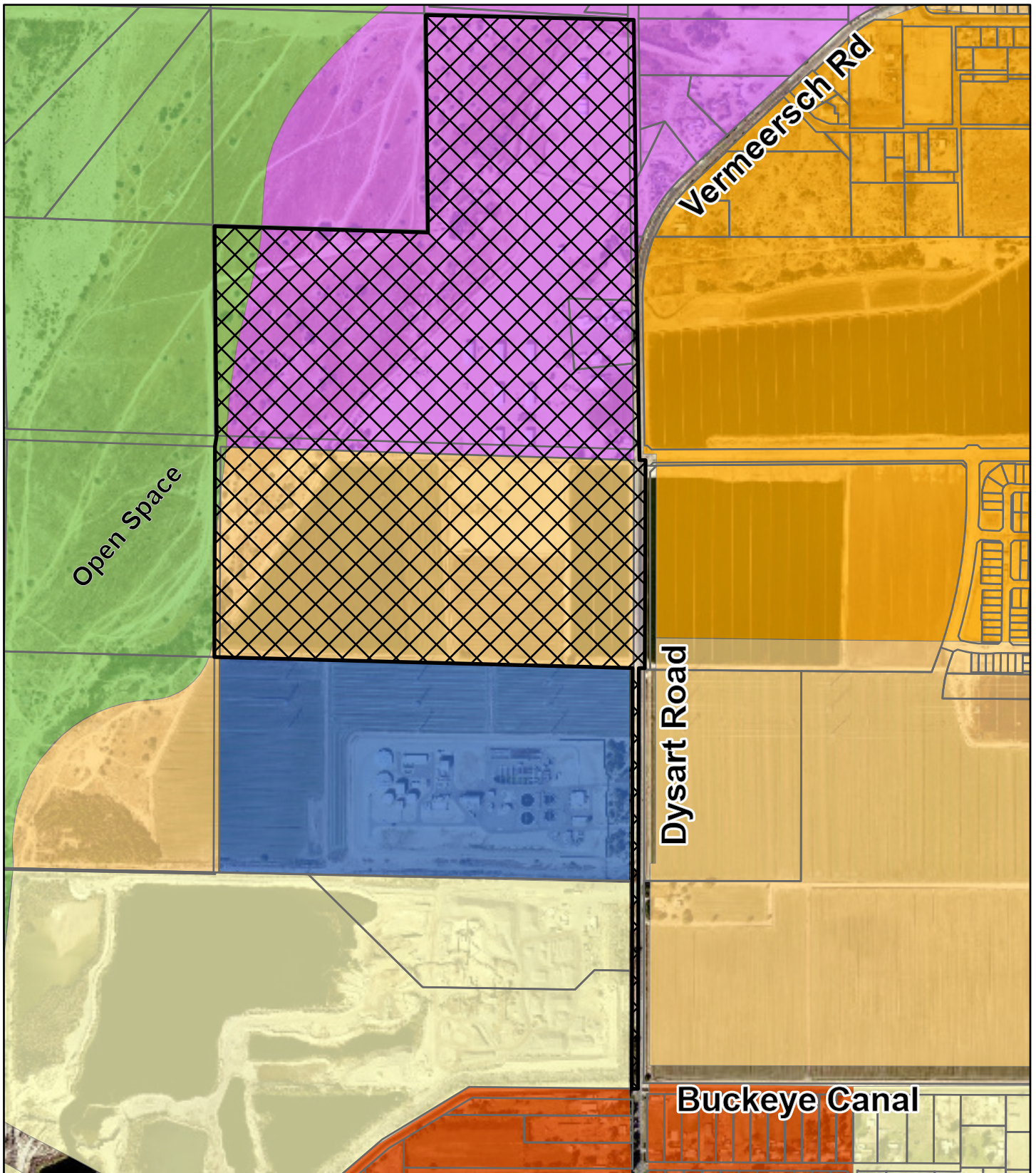


Zoning Vicinity



Subject Property

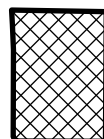




General Plan Land Use



- Low Density Residential
- Medium Density Residential
- Public / Civic
- Mixed Use
- Freeway / Commercial



Subject Property



ANNXPETAFFTHRERR-6-1-1--
yorkm

When recorded mail to:

Attn: Development and Engineering Services Department
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323

BLANK ANNEXATION PETITION AND AFFIDAVIT

THREE RIVERS RANCH - ANNEXATION

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Thence departing said South line, North 00°10'41" East, along said West line, a distance of 1,313.42 feet to the South Quarter corner of said Section 22;

Thence departing said West line, North 00°34'13" West, along the West line of the Southwest Quarter of said Section 22, a distance of 33.03 feet;

Thence departing said West line, South 88°07'16" East, parallel with and 33.00 feet Northerly, as measured at right angles to the South line of the Southeast Quarter of said Section 22, a distance of 10.01 feet;

Thence departing said parallel line, North 00°34'13" West, parallel with and 10.00 feet Easterly, as measured at right angles to the West line of said Southeast Quarter of Section 22, a distance of 1,275.57 feet;

Thence departing said parallel line, South 88°21'57" East, parallel with and 10.00 feet Southerly, as measured at right angles to the North line of the Southwest Quarter of the Southeast Quarter of said Section 22, a distance of 1,290.10 feet;

Thence departing said parallel line, North 00°41'20" West, parallel with and 10.00 feet Easterly, as measured at right angles to the West line of the Northeast Quarter of the Southeast Quarter of said Section 22, a distance of 1,324.26 feet;

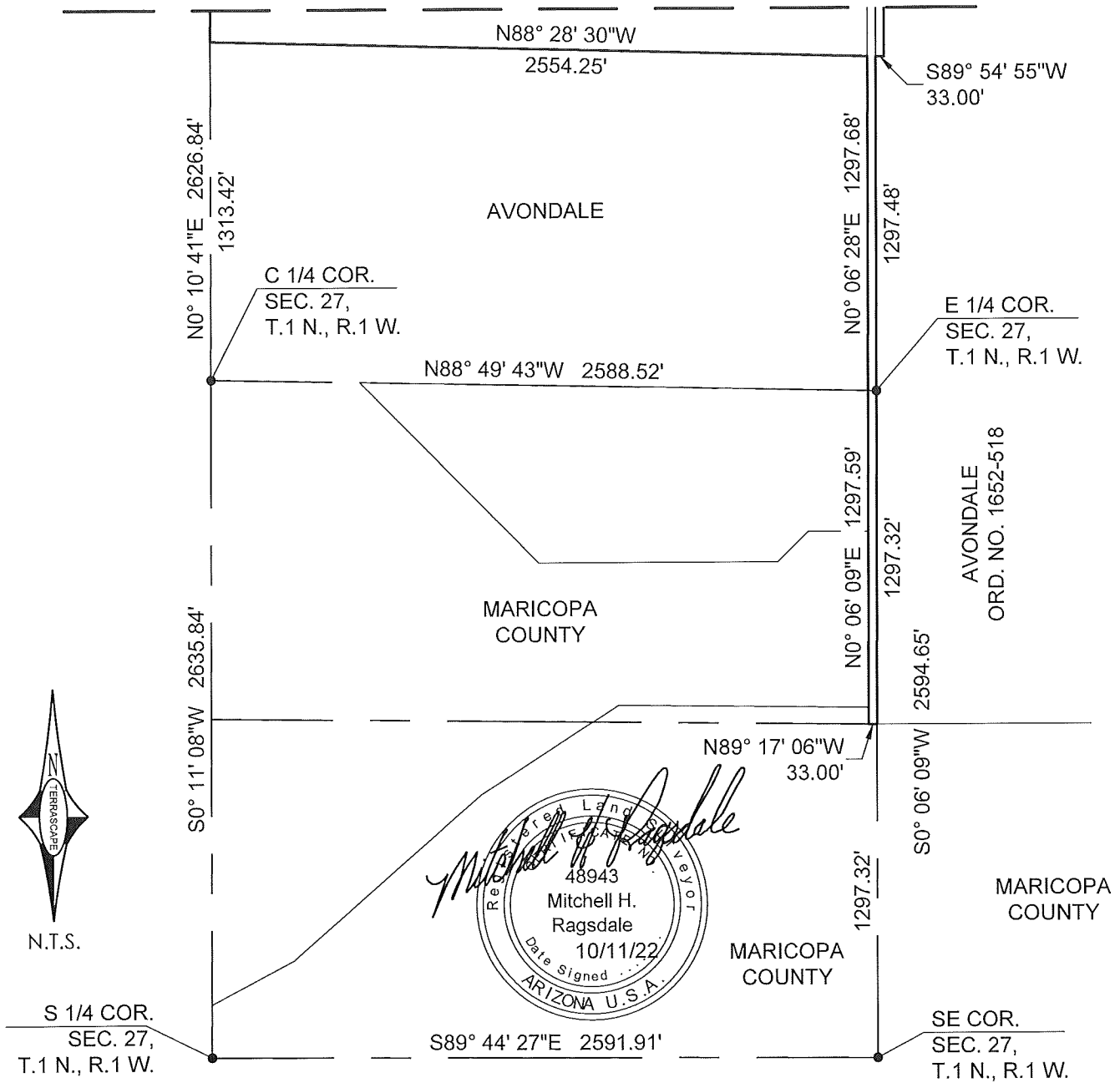
Thence departing said parallel line, South 88°36'43" East, parallel with and 10.00 feet Southerly, as measured at right angles to the North line of the Southeast Quarter of said Section 22, a distance of 1,277.15 feet to the East line of the Southeast Quarter of said Section 22;

Thence departing said parallel line, South 00°48'24" East, along said East line, a distance of 2,649.70 feet to the Point of Beginning.

Containing 8,576,207.55 square feet or 196.88 acres, more or less.



SEE SHEET 1



645 E. MISSOURI AVE., STE. 420
PHOENIX, ARIZONA 85012

P: 602.297.8732 • F: 602.230.8458

EXHIBIT

ANNEXATION LEGAL DESCRIPTION

THREE RIVERS RANCH
AVONDALE

Project No. 1273
Sheet 2 of 3

Date : 10/11/22


Development & Engineering Services Department

11465 W. Civic Center Drive, Suite #110

Avondale, Arizona 85323-6804

Phone: (623) 333-4000 Fax: (623) 333-0420

Annexation Affidavit

Personally appears before me, Michelle Simerdla, who, first being duly sworn, deposes and says as follows:

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

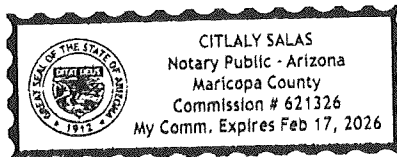
Michelle Simerdla
Michelle Simerdla, Senior Planner

SWORN TO AND SUBSCRIBED before me

This 17 day of October, 2022

[Signature]
Notary Public for the State of Arizona

My commission expires: February 17, 2026



ORDINANCE NO. 2064-1122

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF AVONDALE BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS.

WHEREAS, the City of Avondale (the “City”) has received a petition in writing (the “Annexation Petition”), accompanied by a map of certain territory hereinafter more particularly described and depicted (the “Annexation Area”), asking that the Annexation Area be annexed into the City by extending and increasing the corporate limits of the City so as to embrace the Annexation Area; and

WHEREAS, the Annexation Petition has been filed and presented to the Council of the City of Avondale (the “City Council”), signed by the owners of more than one-half in value of the real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City in the event of annexation within the Annexation Area, as shown by the last assessment of said Annexation Area; and

WHEREAS, the City Council has determined the Annexation Area is contiguous to the City’s corporate limits in accordance with ARIZ. REV. STAT. § 9-471; and

WHEREAS, the City Council desires to grant the request set forth in the Annexation Petition and extend and increase the City’s corporate limits to include the Annexation Area; and

WHEREAS, said Annexation Petition sets forth a true and correct legal description of all the exterior boundaries of the entire Annexation Area and had attached thereto at all times an accurate map of the Annexation Area; and

WHEREAS, no alterations increasing or reducing the Annexation Area have been made after the Annexation Petition was signed by any owner of real and personal property in such Annexation Area; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-471(L), the City is required to adopt a zoning classification for the Annexation Area that permits densities and uses no greater than that permitted by Maricopa County immediately before the annexation; and

WHEREAS, the Annexation Area is currently zoned by Maricopa County as Maricopa County Rural RU-43 zoning classification; and

WHEREAS, the provisions of ARIZ. REV. STAT. § 9-471, and amendments thereto, have been fully observed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk together with a true and correct copy of the original Annexation Petition, which original Annexation Petition is on file in the office of the Maricopa County Recorder.

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

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

SECTION 2. The Annexation Area, as more fully described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby annexed to the City and the present corporate limits are hereby extended and increased to include the Annexation Area.

SECTION 3. The land-use classification for the Annexation Area is hereby designated as Rural Residential (RR-43) under the City of Avondale Zoning Ordinance.

SECTION 4. The City Clerk is hereby authorized and directed to file with the Maricopa County Recorder's Office a fully executed copy of this Ordinance, together with an accurate map of the Annexation Area.

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

SECTION 6. For purposes of elections there are no residences located in the Annexation Area.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
December 5, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE 2064-1122

[Legal description and map of Annexation Area]

See following pages.

**Annexation Legal Description
For
Three Rivers Ranch**

Located in the Southeast Quarter of Section 22, the Northeast Quarter of Section 27, and the Northwest Quarter of Section 26, Township 1 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona. Described as follows:

Commencing at the Southeast corner of said Section 22, from which the East Quarter corner of said Section 22 bears North 00°48'24" West, a distance of 2659.71 feet;

Thence South 00°06'28" West, along the East line of the Northeast Quarter of said Section 27, a distance of 65.00 feet,

Thence departing said East line, North 89°48'16" East, a distance of 33.00 feet;

Thence South 00°06'28" West, parallel with and 33.00 feet Easterly, as measured at right angles to said East line, a distance of 1,232.54 feet, to the South line of the Northwest Quarter of the Northwest Quarter of said Section 26;

Thence departing said parallel line, South 89°54'55" West, along said South line, a distance of 33.00 feet to the East line of the Northeast Quarter of said Section 27;

Thence South 00°06'28" West, along said East line, a distance of 1,297.48 feet to the East Quarter corner of said Section 27;

Thence departing said East line, South 00°06'09" West, along the East line of the Southeast Quarter of said Section 27, a distance of 1,297.32 feet to the South line of the Northeast Quarter of the Southeast Quarter of said section 27;

Thence departing said East line, North 89°17'06" West, along said South line, a distance of 33.00 feet;

Thence departing said South line, North 00°06'09" East, parallel with and 33.00 feet Westerly, as measured at right angles to last said East line, a distance of 1,297.59 feet to the South line of the Northeast Quarter of said Section 27;

Thence departing said parallel line, North 00°06'28" East, parallel with and 33.00 feet Westerly, as measured at right angles to the East line of said Northeast Quarter, a distance of 1,297.68 feet to the South line of the North half of said Northeast Quarter;

Thence departing said parallel line, North 88°28'30" West, along said South line, a distance of 2,554.25 feet to the West line of said Northeast Quarter;

Thence departing said South line, North 00°10'41" East, along said West line, a distance of 1,313.42 feet to the South Quarter corner of said Section 22;

Thence departing said West line, North 00°34'13" West, along the West line of the Southwest Quarter of said Section 22, a distance of 33.03 feet;

Thence departing said West line, South 88°07'16" East, parallel with and 33.00 feet Northerly, as measured at right angles to the South line of the Southeast Quarter of said Section 22, a distance of 10.01 feet;

Thence departing said parallel line, North 00°34'13" West, parallel with and 10.00 feet Easterly, as measured at right angles to the West line of said Southeast Quarter of Section 22, a distance of 1,275.57 feet;

Thence departing said parallel line, South 88°21'57" East, parallel with and 10.00 feet Southerly, as measured at right angles to the North line of the Southwest Quarter of the Southeast Quarter of said Section 22, a distance of 1,290.10 feet;

Thence departing said parallel line, North 00°41'20" West, parallel with and 10.00 feet Easterly, as measured at right angles to the West line of the Northeast Quarter of the Southeast Quarter of said Section 22, a distance of 1,324.26 feet;

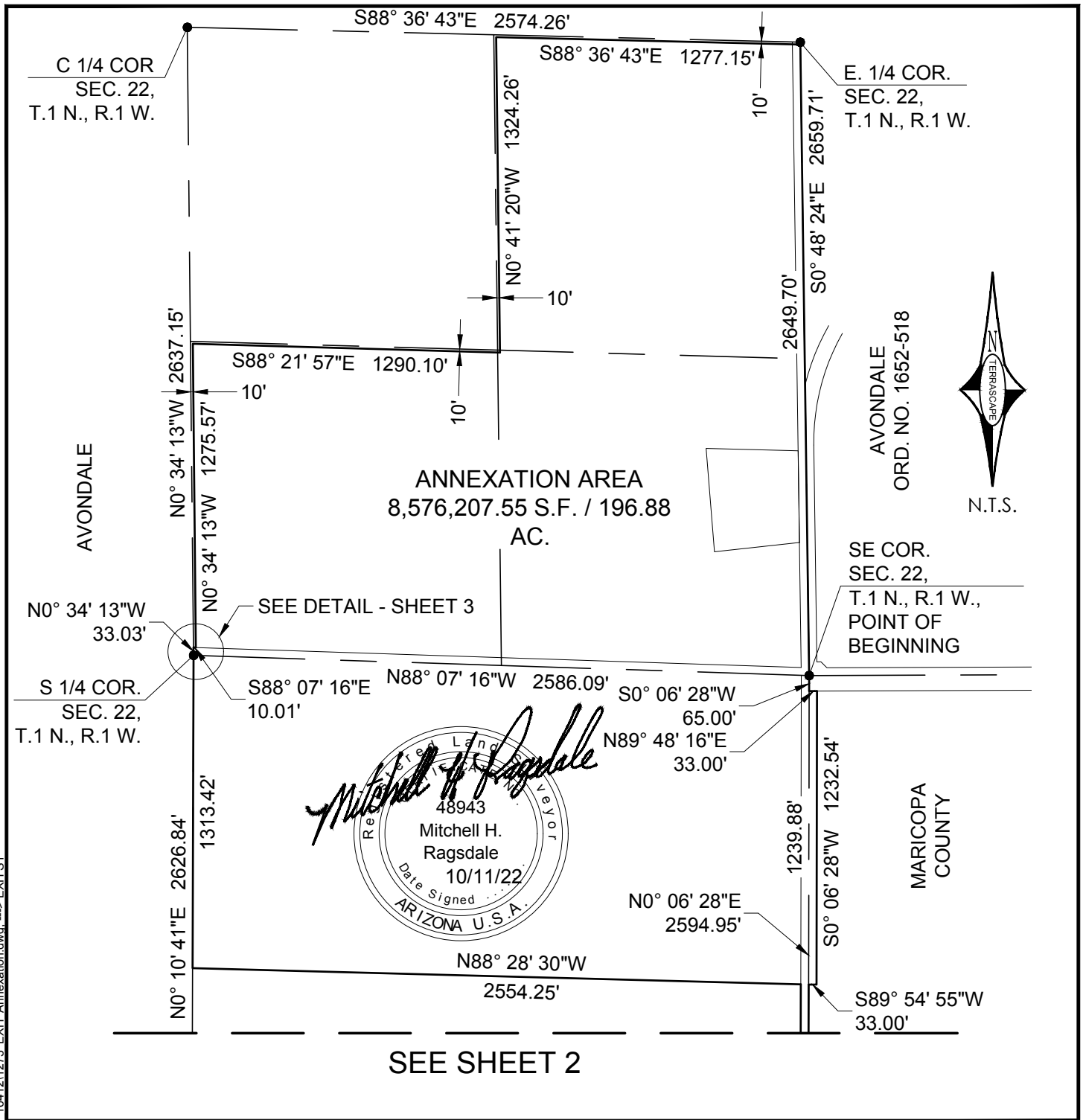
Thence departing said parallel line, South 88°36'43" East, parallel with and 10.00 feet Southerly, as measured at right angles to the North line of the Southeast Quarter of said Section 22, a distance of 1,277.15 feet to the East line of the Southeast Quarter of said Section 22;

Thence departing said parallel line, South 00°48'24" East, along said East line, a distance of 2,649.70 feet to the Point of Beginning.

Containing 8,576,207.55 square feet or 196.88 acres, more or less.



Plotted: 10/11/22 - 1:37 PM, By: mragdale
File: C:\Users\MRAGSD-1\AppData\Local\Temp\AcPublish_1641211273_EXH Annexation.dwg, --> EXH S1



645 E. MISSOURI AVE., STE. 420
PHOENIX, ARIZONA 85012

P: 602.297.8732 • F: 602.230.8458

EXHIBIT

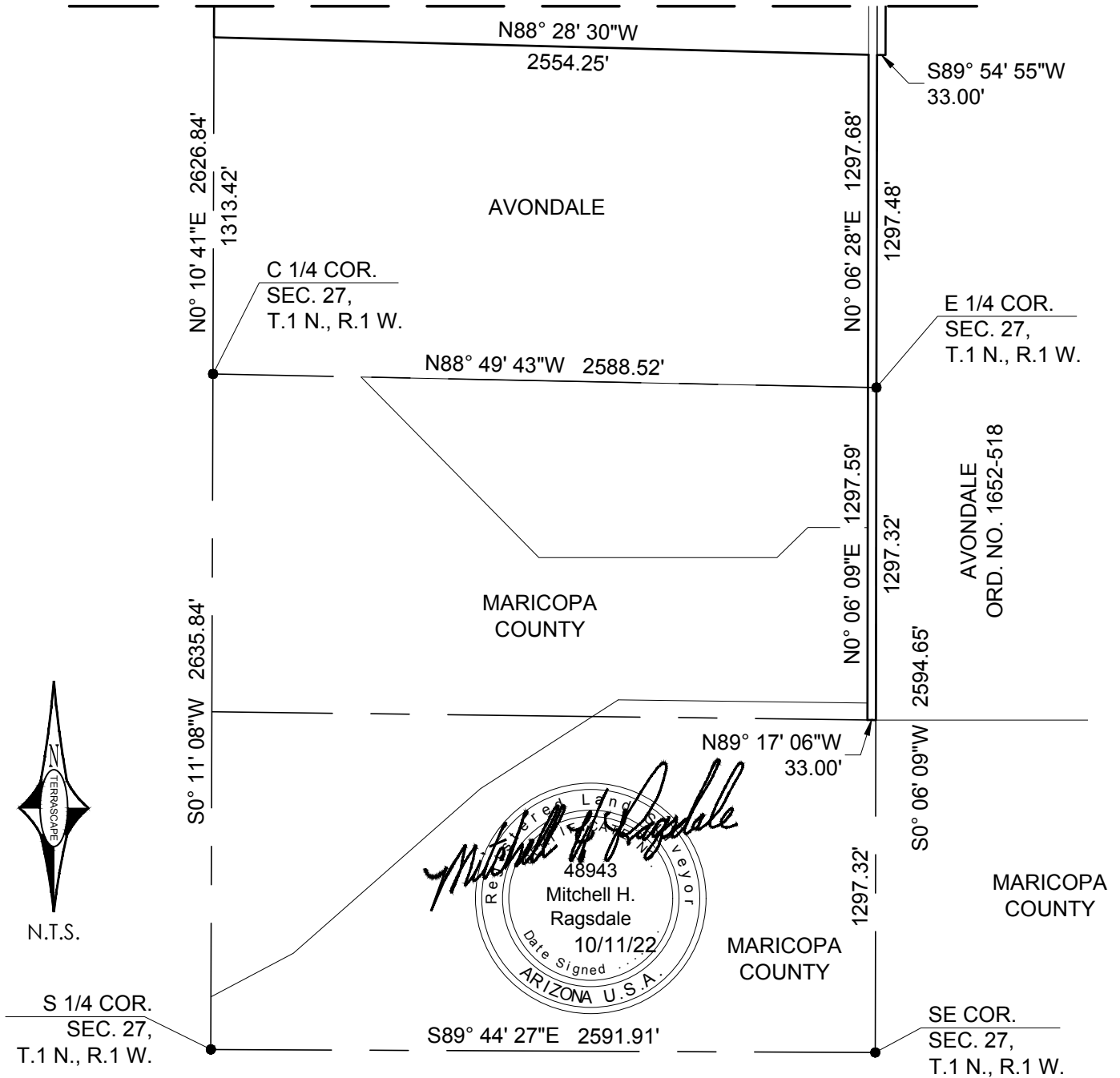
ANNEXATION LEGAL DESCRIPTION

THREE RIVERS RANCH
AVONDALE

Project No. 1273
Sheet 1 of 3

Date : 10/11/22

SEE SHEET 1



645 E. MISSOURI AVE., STE. 420
PHOENIX, ARIZONA 85012

P: 602.297.8732 • F: 602.230.8458

EXHIBIT

ANNEXATION LEGAL DESCRIPTION

THREE RIVERS RANCH

AVONDALE

Project No. 1273
Sheet 2 of 3

Date : 10/11/22

C 1/4 COR.
SEC. 22,
T.1 N., R.1 W.

DETAIL

N0° 34' 13"W 2637.15'
2604.11'

N0° 34' 13"W
1275.57'

S88° 07' 16"E
10.01'

33.03'

N88° 07' 16"W
2586.09'

S 1/4 COR.
SEC. 22,
T.1 N., R.1 W.

N0° 10' 41"E 2626.84'
1313.42'

C 1/4 COR.
SEC. 27,
T.1 N., R.1 W.

SE COR.
SEC. 22,
T.1 N., R.1 W.,
POINT OF
BEGINNING



N.T.S.



645 E. MISSOURI AVE., STE. 420
PHOENIX, ARIZONA 85012

P:602.297.8732 • F:602.230.8458

EXHIBIT

ANNEXATION LEGAL DESCRIPTION

THREE RIVERS RANCH

AVONDALE

Project No. 1273
Sheet 3 of 3

Date : 10/11/22

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2065-1122 – Three Rivers Ranch Rezoning to Planned Area Development (PAD) – Application PL-22-0110

MEETING DATE: 12/5/2022

TO: Mayor and Council

FROM: Jodie Novak, Director of Development Services, (623) 333-4015

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

Strategic Outcome Area: Creative and Sustainable Community Development

Strategy: Develop diverse housing options, to include housing that is affordable to workers and close to their jobs. And, maintain and expand quality infrastructure and improve connectivity to city amenities.

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Ordinance 2065-1122, approving a request by Alex Hayes of Withey Morris PLC to rezone approximately 193.98 acres located west of the intersection of Broadway Road and Dysart Road from Rural Residential (RR-43) to Planned Area Development (PAD). The proposed Three Rivers Ranch PAD is planned for the development of 530 single-family residential detached home lots, 120 townhomes (attached single-family residential homes), and 311 multi-family residential apartment units (1- and 2-story individual casita style apartment units). The Council will take appropriate action.

BACKGROUND:

This request was initially scheduled for City Council on November 21, 2022; however, the applicant requested a continuance of this item to the December 5, 2022 City Council meeting due to a scheduling conflict.

The 193.98-acre subject property (Exhibits A and B) is located west of the intersection of Broadway Road and Dysart Road, in the jurisdiction of Maricopa County. Due to the proximity of the site, adjacent to the Agua Fria River and the Avondale Wastewater Treatment Facility, the majority of the site falls within the 100-year flood plain and a small portion to the northwest falls within the regulatory floodway. It also encroaches into the 1,000-foot Odor Control Easement to the south. Additionally, Western Area Power Authority (WAPA) has a powerline easement with active powerlines bisecting the site.

The property is currently in the jurisdiction of Maricopa County and has a zoning designation of Rural (RU-43). The RU-43 zoning allows for development of 1-acre single-family residential lots. A separate application to annex the subject property into the City of Avondale is in process. If the proposed annexation is approved, the property will be assigned City of Avondale zoning that is equivalent to the site's current Maricopa County zoning, which is Rural Residential (RR-43). Approval of the annexation is required in order for the Council to consider approval of this rezoning request.

The property's Avondale General Plan 2030 land use category designation is Estate Low Density Residential (ELDR) and Mixed Use (Exhibit C). The Mixed Use designation currently covers the northern two-thirds of the site, approximately 118.43 acres, while the Estate/Low Density Residential (ELDR) designation covers the southern third of the site, approximately 75.56 acres. The ELDR category allows for development of detached single-family residential homes at a density of 1 to 2.5 dwelling units per acre. The target density in ELDR is 1 unit per acre. There is a separate application to amend these designations of Estate Low Density Residential (ELDR) and Mixed Use to Medium Density Residential (MDR) and Medium/High Density Residential (MHDR). The Medium/High Density Residential (MHDR) designation would cover a strip along Dysart Road, approximately 37.15 acres, while the Medium Density Residential (MDR) designation would cover the remainder of the site, approximately 156.84 acres.

The existing uses and zoning of surrounding properties include:

- **North:** Agua Fria River, zoned General Industrial (A-1).
- **East of Dysart:** Vacant school site owned by Tolleson Union High School District, located in unincorporated Maricopa County. Phase 5 of Brookfield Alamar, a master-planned community zoned Planned Area Development is approved for 3,695 total single-family dwellings, 1,145 of which are to be located in Phase 5. The phase near this property (Phase 5) is currently undeveloped, and the construction timeline is unknown.
- **Northeast of Site:** Harvest HOC of Avondale Dispensary and single-family residential, zoned General Industrial (A-1). Vacant land, zoned Agricultural (AG).
- **South:** Avondale Wastewater Treatment Facility, zoned Agricultural (AG).
- **West:** Agua Fria River, zoned General Industrial (A-1).

SUMMARY OF REQUEST:

Subject to City Council approval of the concurrent Annexation and General Plan Amendment application briefly discussed above, the applicant is requesting to rezone the 193.98-acre property from Rural Residential (RR-43) to Planned Area Development (PAD) for single-family and multi-family residential.

The proposed Three Rivers Ranch PAD Narrative, included as Exhibit D, details permitted uses, development standards, open space, conceptual landscape plan, conceptual hardscape details, conceptual wall plan, and other requirements that will guide future development of the site.

A total of 961 units are being proposed. Of these units, 530 are to be platted single-family residential home lots, 311 are individual casita style apartment units, and 120 are townhomes, resulting in a density of 5.05 net dwelling units per acre for the overall site.

The development is partitioned into seven (7) parcels (Parcels 1-7). Parcels 1-5 are the 530 single-family residential platted lots developing to R1-6 zoning development standards with deviations to the lot width, lot depth, building coverage, and setbacks, which is further explained in the analysis section of this report. The requested deviations would result in lots with a dimension of 50 feet wide by 120 feet deep.

Parcel 6 is the 120 townhomes developing to R-3 zoning development standards with deviations to the lot width, lot depth, building coverage, and setbacks, which is further explained in the analysis section of this report. The requested deviations would result in lots with a dimension of 22 feet by 52 feet.

Parcel 7 is the 311 multi-family residential apartment units developing to R-3 zoning development standards with deviations to the setbacks and open space requirements, which are further explained in the analysis section of this report.

Access to the site will be provided from two (2) entry points off of Dysart Road, currently planned via Three Rivers Ranch Parkway and an unnamed road. Emergency access will be provided through two (2) easements on the site, one to the north via Parcel 2 and one to the south via Parcel 5.

The design theme of the proposed Three Rivers Ranch community takes inspiration from the history and geography of the site, providing offerings that create the look and feel of being in a rural river basin or agricultural community. This theme will be reflected throughout the development's trail system and open space, landscaping, walls, and hardscapes.

The Three Rivers Ranch PAD proposes an extensive trail system with connections between each parcel, as well as the Agua Fria River corridor. In addition to the trail system, the development includes a multi-generational park, pocket parks spread throughout the development, and private open space in the apartment community. A stipulation has been added to include the development of a multi-use trail along the Agua Fria River Corridor as required by the City's Open Space and Trails Plan and the General Engineering Requirements.

PUBLIC PARTICIPATION:

A neighborhood meeting (Exhibit E) was held on August 29, 2022. An overview of the discussion topics is outlined in the Neighborhood Meeting Summary, attached as Exhibit E. In addition to City Staff and the applicant's team, four (4) people attended the virtual meeting, two (2) of which were Planning Commissioners.

General questions asked were regarding (1) traffic; (2) adequate school capacity; and (3) adequate water and sewer facilities. The applicant responded to attendee questions stating that a Traffic Impact Analysis demonstrates the surrounding roadway network can adequately handle the increased trips, certificates of adequate school facilities have been acquired from the Tolleson and Littleton School Districts, and that sufficient water and sewer facilities exist with connections to the site. The applicant also offered to provide attendees with copies of the Traffic Impact Analysis and the Certificates of Adequate School Facilities.

All required notifications for the Planning Commission and City Council public hearings have been completed. To date, no public comments regarding this project have been received.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

The property is located in the service areas of the Littleton Elementary School District (LESD) and the Tolleson Union High School District (TUHSD).

LESD has provided the City with a Certificate of Adequate School Facilities signed by Superintendent Roger Freeman (Exhibit F) which states that the district does not have adequate capacity to accommodate the estimated enrollment from the proposed Three Rivers Ranch development and that the anticipated classroom impact will be addressed by the developer agreement in place.

TUHSD has provided the City with a Certificate of Adequate School Facilities signed by Superintendent Nora Gutierrez (Exhibit F) stating that the district has adequate capacity and no school site within the development is needed.

PLANNING COMMISSION ACTION:

On October 19, 2022, the Planning Commission conducted a public hearing on this request and the application was recommended for denial. The Commission had a number of questions regarding future growth of the City, environmental impacts, traffic, infrastructure improvements, and availability of public services. No public comment was received at the meeting. The Commission voted 3-3, which is a recommendation of denial. The three dissenting Commissioners did not convey reasons for not voting in favor of the rezoning during the meeting.

Following the Commission meeting, staff spoke with the Chairman, who conveyed a concern about traffic that could impact Dysart Road (Vermeersch Road) going north to Lower Buckeye Road and would like to see more low density subdivisions. The developer and their zoning attorney spoke with the Chairman, who shared the same comments. Staff has not been made aware of any project changes by the applicant and developer.

following the Commission's action.

ANALYSIS:

Section 603 of the Zoning Ordinance establishes five (5) criteria that any request for PAD zoning must meet.

Listed below are each of the five (5) criteria followed by an analysis of each:

1. The proposed PAD is in conformance with the General Plan and applicable specific plan(s).

The proposed Three Rivers Ranch PAD is in conformance with the requested Medium/High Density Residential (MHDR) and Medium Density Residential (MDR) designations.

A General Plan Amendment request to change the land use designation of the site Medium/High Density Residential (MHDR) and Medium Density Residential (MDR) is being considered concurrently with this Rezoning request. The Medium/High Density Residential (MHDR) designation will cover a strip along Dysart Road, approximately 37.15 acres, while the Medium Density Residential (MDR) designation will cover the remainder of the site, approximately 156.84 acres. The MDR category accommodates development of suburban detached single-family residential within a density range of 2.5 to 4.0 dwelling units per acre, with a target density of 2.5. The MHDR category accommodates development of a variety of housing choices in a planned and clustered setting unique to Avondale within a density range of 4.0 to 12.0 dwelling units per acre, with a target density of 8. The applicant is proposing a density of 11.99 dwelling units per acre within the section of the development proposed for Medium/High Density Residential (MHDR) (37.15 acre strip along Dysart Road), as well as a density of 3.43 dwelling units per acre within the rest of the development (remaining 154.84 acres). Over the total 193.98 acres, the proposed density for the entire site is 5.05 dwelling units per acre. The proposed densities are within the ranges of the requested land use designations.

The PAD furthers several goals of the General Plan, most notably:

1. General Plan Land Use Housing Element Goal 2: "Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels."
2. General Plan Land Use Open Space Element Goal 1: "Identify, protect, and preserve the natural amenities and environmental attributes that are unique to Avondale and contribute to a healthy lifestyle."
3. General Plan Land Use Recreational Element Goal 1: "Ensure every person has convenient access to safe public parks and affordable recreation opportunities." The PAD does this by offering a variety of housing types to accommodate a wide range of market segments and life stages. This includes single-family homes to provide more traditional housing opportunities for first time, move up, and empty nester buyers, townhomes to provide young professionals with the opportunity to live within a master-planned community at a lower price point, as well as apartments with private backyards to attract renters who are looking for a housing option that supports a "lock and leave" lifestyle.

The Three Rivers Ranch PAD embraces the natural beauty of the surrounding area, including the Agua Fria River and the Estrella Mountains, by providing ample open space through the utilization of parks and common areas that incorporate natural vegetation consistent with surrounding developments. The common open space areas will be linked with pedestrian connections to support a healthy lifestyle. Primary circulation routes are planned from homes and courtyards to parks, common open spaces, and the trails in the surrounding area. The apartment community will include fitness amenities available to residents and feature landscaped walking paths that wind through the development. Thoughtfully located parks will provide a robust system of paths and trails that provide safe and convenient alternative access.

2. The proposed PAD meets the PAD requirements of the Zoning Ordinance, Subdivision Regulations,

Design Manuals and other applicable regulations and requirements, unless otherwise modified by the PAD Narrative.

The City's R1-6 and R-3 zoning districts are used as the basis for the PAD's development standards, R1-6 being utilized for the single-family residential detached homes and R-3 being utilized for both the townhomes and multi-family residential apartment units. The uses proposed by the PAD zoning are consistent with these zoning districts, no additional uses or deviations of these uses are being requested at this time.

The developer is, however, requesting modifications to these base zoning development standards as they relate to lot dimensions, building coverage, setbacks, and open space as requested within the Development Standards in Exhibit D:

1. R1-6 (Single-family Residential; Parcels 1-5) - Reduce the minimum lot width from 65 feet to 50 feet, Increase the maximum building coverage from 45 percent to 57 percent, and Reduce the minimum side yard setbacks from 8 feet to 5 feet and the minimum total side yard setbacks from 18 feet to 10 feet.
2. R-3 (Townhomes; Parcel 6) - Reduce the minimum lot width from 50 feet to 22 feet, Reduce the minimum lot depth from 100 feet to 52 feet, Increase the maximum building coverage from 45 percent to 100 percent, Reduce the minimum front yard setback from 25 feet to 0 feet, Reduce the minimum side yard setback from 15 feet to 0 feet, Reduce the minimum street side yard setback from 20 feet to 0 feet, and Reduce the minimum rear yard setback from 20 feet to 2 feet.
3. R-3 (Multi-family Residential Apartment Units; Parcel 7) - Reduce the minimum front yard setback from 25 feet to 10 feet, Reduce the minimum side yard setback from 15 feet to 10 feet, Reduce the minimum street side yard setback from 20 feet to 0 feet, and Reduce the minimum rear yard setback from 15 feet to 10 feet. The lot sizes proposed by the PAD are in character with the proposed and existing suburban developments in the surrounding area and have been designed as such to provide a diverse lot mix throughout the proposed community.

The PAD meets all applicable planning, zoning, and engineering requirements and regulations or provides for alternate standards that achieve the City's goals for quality development.

3. That adequate public infrastructure and services exist to serve the proposed development or all necessary public infrastructure and services to serve the proposed development will be completed in connection with development within the PAD.

As noted previously, primary access to Three Rivers Ranch will be from two (2) entrances off Dysart Road. Both driveways will be full access. The developer will also construct a southbound right-turn deceleration lane with a minimum of 50 feet of storage, as well as contribute fifty (50) percent of the design and construction costs for a future traffic signal at Dysart Road and Three Rivers Ranch Parkway. In addition to street improvements, the developer will construct the water and sewer system improvements necessary to serve the future residents of Three Rivers Ranch.

As the requested land use is proposing an allowable density that is less than the current designation, additional water rights will not be required.

4. The proposed PAD will result in compatible land use relationships within the proposed development and with adjacent properties.

Located east of Dysart Road is the vacant school site owned by Tolleson Union High School District, as well as Phase 5 of Brookfield Alamar, a master planned community zoned Planned Area Development. Phase 5 proposes 1,145 single-family dwellings with a variety of lot configurations. The majority of lots within proximity to Three Rivers Ranch and along Dysart Road being 45-foot by 120-foot lots and 50-foot by 120-foot lots. The proposed Three Rivers PAD and lot configurations are consistent with the

Alamar master planned community located to the east of the site.

5. The development standards of the proposed PAD are consistent with or exceed the desired character of development for the area.

As noted in the analysis of Finding #2, the City's R1-6 and R-3 zoning districts are used as the basis for the PAD's development standards. Where modifications are proposed, they are consistent with previously approved developments in proximity to the Three Rivers Ranch site, such as Alamar. By developing in accordance with the design and development standards contained within the PAD, the proposed Three Rivers Ranch community will help to further Avondale's goals and objectives as they relate to development in the southeastern portion of the City.

DISCUSSION:

The proposal meets the five (5) required findings for PAD Rezoning requests as detailed in the Analysis section above.

BUDGET IMPACT:

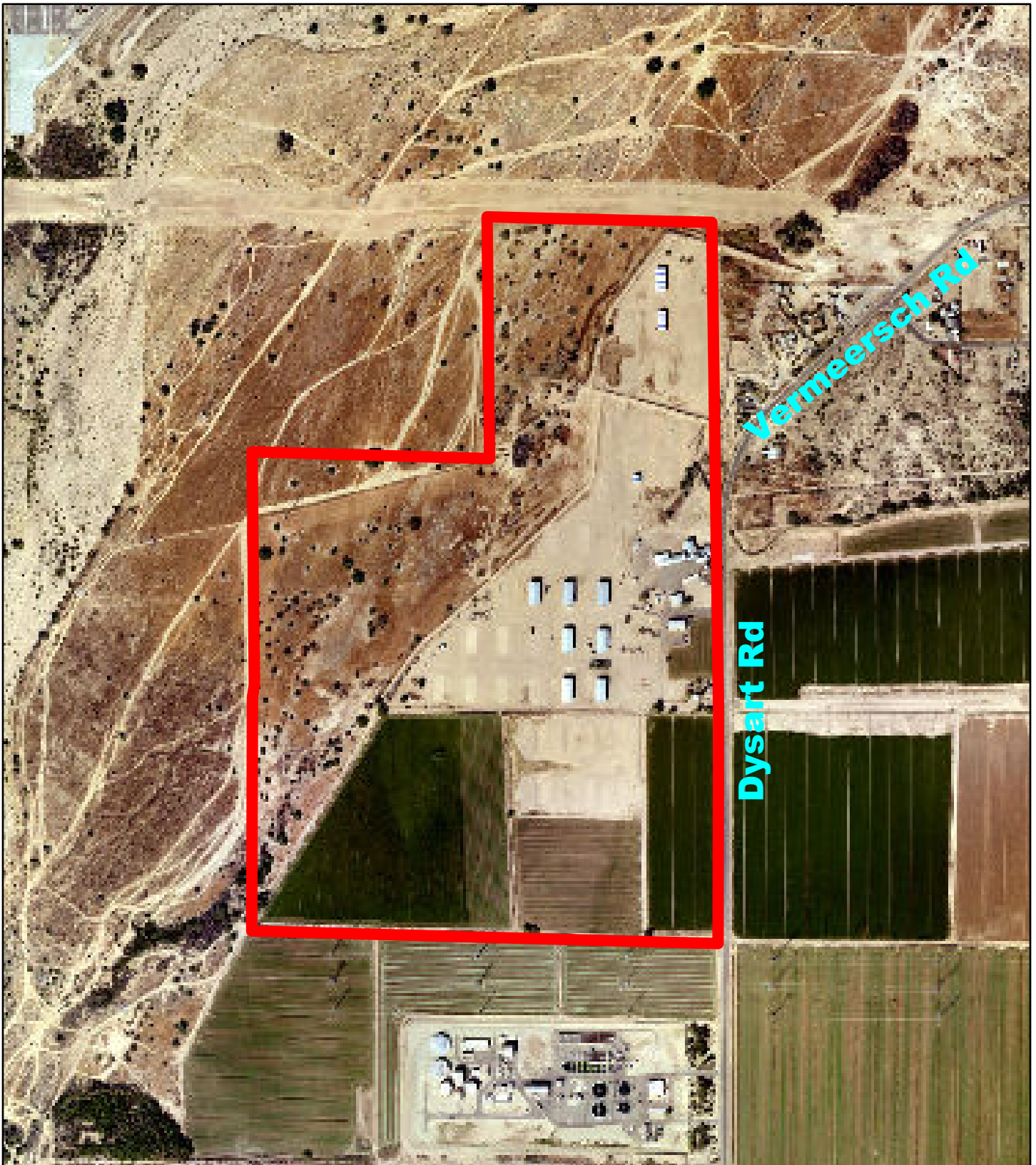
No budget impacts.

RECOMMENDATION:

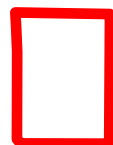
City Council will conduct a public hearing and **ADOPT** Ordinance 2065-1122 approving Application PL-22-0110 Three Rivers Ranch, a request to rezone approximately 193.98 acres from Rural Residential (RR-43) to Planned Area Development (PAD), subject to the following six (6) conditions of approval:

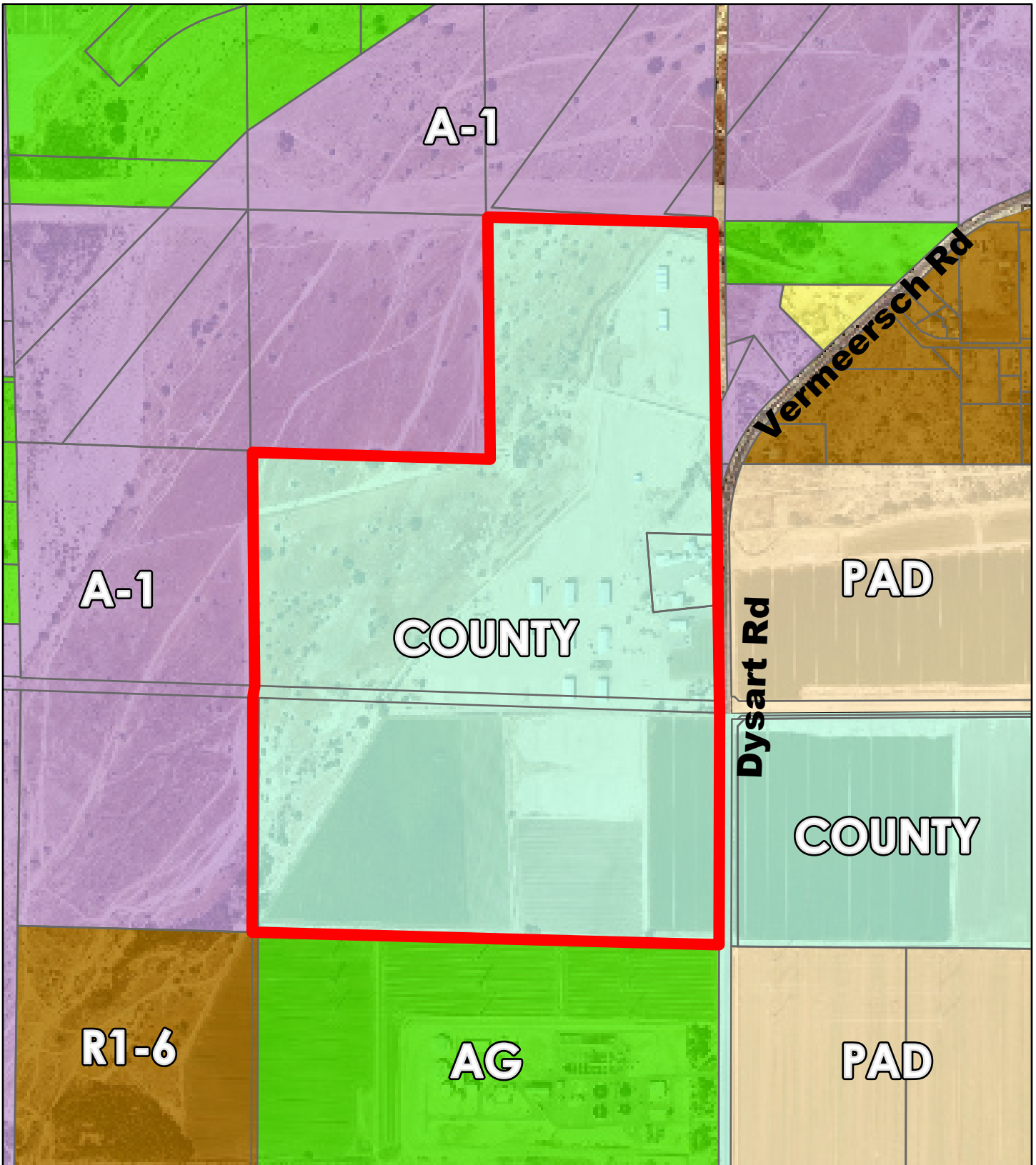
1. Development shall conform to the Three Rivers Ranch Planned Area Development Narrative date stamped September 7, 2022, except as modified by these conditions.
2. All development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.
3. All required off-site improvements shall be completed in the first phase of development prior to issuance of the first Certificate of Occupancy for the project.
4. Developer shall contribute fifty (50) percent of the design and construction costs for a future traffic signal at Dysart Road and Three Rivers Ranch Parkway.
5. Approval of a Final Plat will be required prior to the City issuing any permit for construction of the proposed Three Rivers Ranch development.
6. The developer shall work with the City, and any other applicable agencies, on the design of the Agua Fria River 12' multi-use path adjacent to the project. The multi-use path design shall comply with the City's General Engineering Requirements Manual and any other applicable City requirements necessary for the improvements. The multi-use path shall be constructed and completed in its entirety with the first phase of development that directly abuts the river. The developer has the option to designate a multi-use path easement and contribute funding for the City to develop later in lieu of constructing the trail.

Contact person for document distribution: Jani Wertin, Jodie Novak

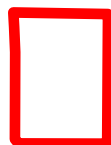


Aerial Photograph



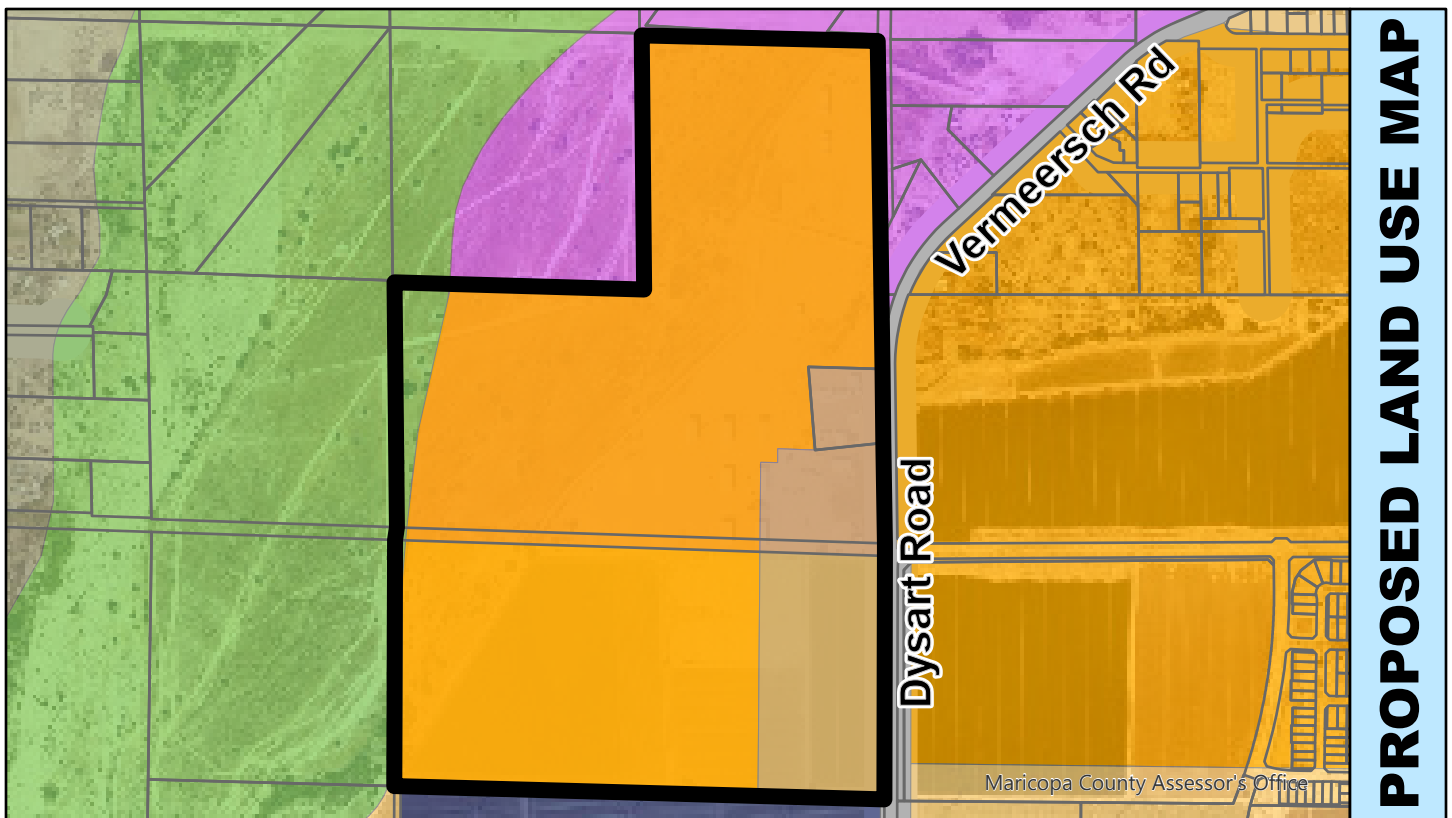
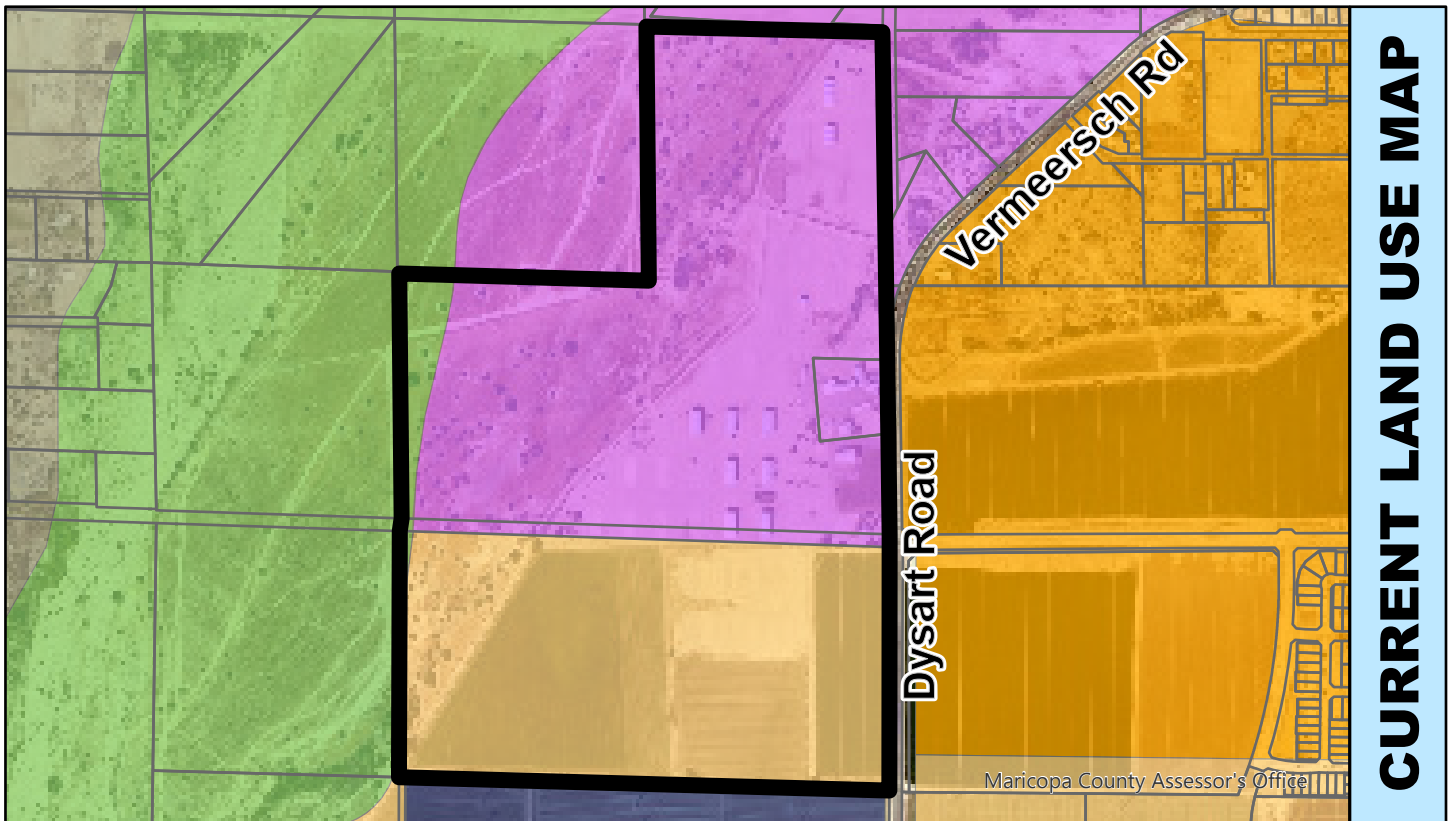


Zoning Vicinity



Subject Property

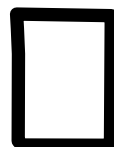




General Plan Land Use



- Low Density Residential
- Medium Density Residential
- Medium/High Density Residential
- Mixed Use
- Open Space / Parks



Subject Property





Three Rivers Ranch

PAD Narrative

Submitted: April 13, 2022

2nd Submittal: July 7, 2022

3rd Submittal: August 1, 2022

4th Submittal: August 24, 2022

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TABLE OF CONTENTS

PROPERTY OVERVIEW	1
REQUEST	2
PROJECT DESCRIPTION.....	2
PAD PERMITTED USES	5
DEVELOPMENT STANDARDS	5
SITE PLAN DETAILS.....	7
LANDSCAPING AND OPEN SPACE	8
ENTRANCE DESIGN, PERIMETER WALLS, AND SIGNS.....	8
LIGHTING	8
ARCHITECTURAL DESIGN	9
INFRASTRUCTURE	10
OWNERSHIP AND MAINTENANCE	11
GENERAL PLAN CONFORMANCE	11
CONCLUSION.....	14

TABLE OF EXHIBITS

EXHIBIT A – SITE AERIAL
EXHIBIT B – ZONING MAP
EXHIBIT C – EXISTING AND PROPOSED GENERAL PLAN MAP
EXHIBIT D – CONCEPTUAL DEVELOPMENT PLAN
EXHIBIT E – RESIDENCES AT THREE RIVERS RANCH CONCEPT PLAN
EXHIBIT F – CIRCULATION PLAN
EXHIBIT G – STREET SECTIONS
EXHIBIT H – CONCEPTUAL LANDSCAPE PLAN
EXHIBIT I – HARDSCAPE DETAILS

Property Overview

Three Rivers Ranch is envisioned as an integrated, thoughtfully designed master plan community that will provide a strong sense of place and identity. Drawing inspiration from the natural beauty of the surrounding area, including the Estrella Mountains and the river corridors and confluence for which the development is named, Three Rivers Ranch proposes a community with an emphasis on health, wellness, and connection. Bounded by the Agua Fria River to the west and north and additional constraints to the south, the Property requires carefully crafted design and orientation. However, with additional land use flexibility it is well positioned to be a regional destination within the City of Avondale.

The Property is approximately 193.98 gross acres (190.24 net acres) located west of the intersection of Dysart Road and Broadway Road, as shown on the attached aerial map. See **Exhibit A, Aerial Map**. The Property is located in unincorporated Maricopa County, but within the Avondale planning area. It is surrounded by the Agua Fria River to the west and north, commercial land zoned A-1 and AG and residential land zoned PAD (Brookfield Alamar) to the east, and an Avondale wastewater treatment facility zoned AG to the south.

The existing zoning for the Property is County RU-43. See **Exhibit B, Zoning Map**. The Property is within the Avondale planning area and is currently designated as Mixed Use and Estate/Low Density in the Avondale General Plan. An application for a Major General Plan Amendment requesting designations of Medium Density Residential and Medium/High Density Residential has been filed under separate cover. See **Exhibit C, Existing and Proposed Avondale General Plan Map**. For comparative purposes, the property directly east has a general plan designation of Estate/Low Density, Medium Density Residential, Medium/High Density Residential, and Commercial. This proposed development will align well with the adjacent land use designations and proposed surrounding development to the east.

The site is currently utilized for agricultural uses or is otherwise vacant. Though this corner of Avondale has historically been designated for low density residential uses, the proposed development and corresponding Zoning and General Plan Land Use Map changes are more reflective of the changing dynamics and development pattern of the area. With State Route 30 planned less than one mile south featuring a full compact diamond interchange at Dysart Road, this is an area with an evolving character that is in need of more vibrant development.

At the same time, the property has some significant constraints that have limited its development potential, including its proximity to the Agua Fria River floodplain and the Avondale wastewater treatment facility as well as a major power line corridor that bisects the Property. Fortunately, Three Rivers Ranch is able to address these items through creative planning and design and new land use entitlements that will position this property for a high-quality residential development along Dysart Road.

To this end, the applicant is requesting to rezone the subject property to Planned Area Development ("PAD") with underlying Urban Residential (R1-6) and Multi-Family Residential (R-3) uses to allow for a new residential master plan community. The Applicant seeks to develop the Property in accordance with the R1-6 and R-3 zoning districts with modified development standards to create a superior level of expectation along this corridor. The property will be annexed into the City.

The requirements of the Zoning Ordinance, as amended, and Avondale Subdivision Regulations, as amended, shall apply except where explicitly stated otherwise herein by this PAD.

Request

This is a proposal to rezone the Property from County RU-43 to PAD with Urban Residential (R1-6) and Multi-Family Residential (R-3).

As described below, this PAD narrative demonstrates with sufficient, objective information that the proposed development complies with the following:

1. This proposed PAD is in conformance with the General Plan and applicable specific plans.
2. This proposed PAD meets the PAD requirements of the Zoning Ordinance, Subdivision Regulations, Design Manuals and other applicable regulations and requirements, unless otherwise modified by this PAD narrative.
3. Adequate public infrastructure and services exist to serve the proposed development or all necessary public infrastructure and services to serve the proposed development will be completed in connection with development with the PAD.
4. This proposed PAD will result in compatible land use relationships with the proposed development and with adjacent properties.
5. The development standards proposed herein are consistent with or exceed the desired character of development for the area.

Project Description

Three Rivers Ranch features approximately 193.98 gross acres of Residential land use categories offering a wide variety of quality housing options. The proposed development has been thoughtfully organized to create a cohesive, interconnected community that will allow residents to live, play, and connect in an area that encourages outdoor activity and promotes health and wellness.

Companion Annexation and Major General Plan Amendment requests have been filed with the City of Avondale under separate cover. This PAD establishes site-specific permitted uses, as well as development standards and design criteria. Development standards will be based on the City's R1-6 and R-3 Zoning Districts.

Three Rivers Ranch will be developed with lot sizes, product types, and densities that are comparable and complementary to the Brookfield Alamar master planned community immediately east of Dysart Road. This will create consistency in design and feel to this area of Avondale, while also providing housing solutions for a wider range of demographics. The proposed PAD is necessary to bring these housing products to market, enabling creative solutions to the Property's development challenges, which include proximity to the Avondale wastewater treatment facility, the Agua Fria River floodplain, and the WAPA electric transmission line that bisects the property. With quality and originality, Three Rivers Ranch will bring tremendous value and energy to this corner of Avondale.

Proposed PAD Areas:	Gross Acreage	Net Acreage	Total Units Proposed	Density
R1-6 (Parcels 1-5)	154.84	154.32	530	3.43 du/ac
R-3 (Parcels 6 and 7)	39.14	35.92	431	11.99 du/ac
TOTAL:	193.98	190.24	961	5.05 du/ac

Three Rivers Ranch will offer a total of 961 units. This will include 530 platted lots, 311 rental homes, and 120 townhomes with an overall masterplan density of 5.05 net du/ac. See ***Exhibit D, Conceptual Development Plan***. The residential community is designed with abundant open space, park amenities and pedestrian linkages within the site and surrounding area. An integrated path and trail system will provide connectivity throughout the community.

Urban Residential (R1-6)

Traditional single-family homes will be a major component of the housing options within the community. This area is anticipated to include a mix of one story and two-story homes and will likely be geared to first time homebuyers, move-up buyers, empty nesters and young families. Each of these considerations are included in the associated development standards.

Lot sizes will be 50'x120' and 55'x120' and development parcels are inter-connected by internal pedestrian linkages that bring together the residential development parcels via open space and park connections. A series of neighborhood parks and open space areas will be integrated into the overall community design.

Multi-Family Residential (R-3)

The build-to-rent homes and townhomes will be limited to a certain area of the community that is most conducive to higher density. This includes the area in close proximity to an arterial intersection, the Avondale wastewater treatment plant, and overheard transmission lines to the south.

The build-to-rent community will offer residences in 1-bedroom small, 1-bedroom large, 2-bedroom, 2-bedroom carriage, and 3-bedroom configurations. Each rental home will have a private rear yard. A large community park (3.0 acres) is located near the primary entrance to the community and is intended to be a key amenity and identity feature for not only the rental community but the overall masterplan.

The homes will be arranged around several active and inactive space areas, which may include a dog park, barbecue station, fire pit, pool, and indoor amenity areas, creating a gathering place for residents and cultivating a sense of community. Garages, covered, and uncovered parking for residents and guests will be provided for convenient access to each residential home. The proposed project will feature a lush, drought-tolerant landscape palette consistent with the area. See ***Exhibit E, The Residences at Three Rivers Ranch Concept Plan***.

All homes will provide a modern, open floor plan design with high ceilings, abundant natural light, and a private outdoor patio and backyard. Private rear yards throughout the development create a significant

amount of private open space. Each home will incorporate energy efficient design, full smart home automation, and will feature high-end finishes and appliances.

Each floor plan will have 2-3 elevation types to provide diversity of design and improve aesthetics. The Residence Club building will provide a central gathering area for residents and their guests. The Leasing Office will provide a central location for residents and potential residents to view available residences.

The townhome community will provide high quality, yet attainable housing for people who live and work in the area. This is an underrepresented housing type and offers a steppingstone for young professionals or a downsizing opportunity for individuals seeking lower operational overhead than traditional single-family options. The townhomes will be highly stylized with enhanced architectural elements and will be thematically consistent with the rest of Three Rivers Ranch. The community will feature ample shared amenities, including play structures, ramadas, barbecue facilities, and thoughtfully designed landscaped areas. Moreover, the townhome community will benefit from the parks, open spaces, and pedestrian connectivity throughout Three Rivers Ranch.

Access and Circulation

A Traffic Impact Analysis is included with this PAD under separate cover. Primary access to Three Rivers Ranch will be from Dysart Road. See ***Exhibit F, Circulation Plan***

Three Rivers Ranch is requesting a modified local cross-section to address existing site constraints and allow for the creation of a more sensitive development with respect to the Agua Fria River, existing fringe easements and grading limitations that the site offers. Consistent with previous and recent approvals, including adjacent Alamar PAD, Three Rivers Ranch is asking to maintain a 50' ROW in lieu of the current 54' ROW width (A1100). The City's standard notes for A1100 does indicate the City has the right to modify ROW requirements. As proposed the full section can still be achieved within the 50' section and Three Rivers Ranch looks to maintain the required 38' (BOC) roadway width/improvements with attached 5' sidewalk.

The project is expected to widen a portion of Dysart to meet the City's half-street improvement requirements. Dysart Road will result in a four-lane cross section along the project frontage. The proposed cross section will be striped to provide one through lane in the northbound direction and two through lanes in the southbound direction, separated by a two-way center left turn lane. Additionally, the project will construct the Collector Road system from the Broadway Road alignment for internal access to the single-family home portions of the development. See ***Exhibit G, Street Sections***.

The collector road will be renamed Three Rivers Ranch Parkway and will provide one through lane in each direction of travel separated by a two-way center left turn lane that will serve as a number of primary access points directly into the neighborhood. The intersection at Broadway Road/Dysart Road will offer westbound vehicles entering the site an exclusive left turn lane and a dedicated right turn lane. Secondary access will be provided both north and south of the Collector Road alignment to provide access to Dysart Road. It is not anticipated that the change of land use will have any negative impact on the City transportation system. The project Traffic Impact Analysis addresses the proposed project demands as well as future traffic operations for the project.

Streetscape

Building setbacks along each street frontage meet the City's requirements. The streetscape will be

consistent with the established streetscape for the area and will feature meandering detached sidewalks with complementary landscaping. The streetscape will be in conformance with the City's Street Tree Master Plan.

PAD Permitted Uses

The requirements of the Zoning Ordinance and Avondale Subdivision Regulations shall apply except where explicitly stated otherwise herein by this PAD. The approved PAD sets forth the development standards for Three Rivers Ranch. Should a conflict exist between any provision in this PAD and the Avondale Zoning Ordinance and Avondale Subdivision Regulations, the Zoning Ordinance and Subdivision Regulations shall apply. All uses not specifically addressed herein are prohibited unless a subsequent determination by the Zoning Administrator finds a specific use to be an analogous use to a permitted use.

Development Standards

Table A: R1-6 Residential Development Standards Table (Parcels 1-5)

	R-1-6	PAD Proposal
Density	1 unit for every 6,000 sf net site area	1 unit for every 6,000 sf net site area
Min. Lot Width	65'	50'
Min. Lot Depth	100'	120'
Max. Height	30'	30'
Max. building coverage	45%	57%
Min. Setbacks		
Front	20' ¹	20' ¹
Total Both Sides	18'	10'
Min. Side Yard	8'	5'
Rear	15'	15'
Open Space	15%	15%
Parking	An enclosed garage with two (2) interior spaces per unit	An enclosed garage with two (2) interior spaces per unit

¹ Minimum front yard setbacks may be reduced five (5) feet when providing a side-entry garage.

Deviations and Justifications (Parcels 1-5)

- A. **Lot Width, Building Coverage, and Setbacks:** The Property has a number of constraints, including the Agua Fria River and a Western Area Power Authority (WAPA) powerline easement that limit its developable area. Engineering solutions will allow for greater protection from lateral movement of the Agua Fria river and expand opportunities for development, however, a portion of the property is within the floodway and is not suitable for residential development. Similarly, structures are prohibited within the 100' WAPA easement. Nevertheless, these constraints present an opportunity for open spaces and outdoor activity, which will provide significant value for residents. With this in mind, Three Rivers Ranch proposes lot sizes of 50' x 120' and 55' x 120', maximum building coverage of 57%, and reduced side yard setbacks. Though lot widths are

reduced by 15' for approximately 56% of the lots, additional depth of 20' is provided for all lots. These deviations enable a quality development that maintains appropriate residential densities while placing a greater emphasis on common open space activation. This efficient utilization of the site will encourage more community interaction and connection.

Lot Dimensions	Lot Area	Number of lots	Percentage of Total
55' x 120'	6,600 sq ft	234	44%
50' x 120'	6,000 sq ft	296	56%

Table B: R-3 Residential Development Standards Table (Parcel 6)

	R-3	PAD Proposal
Density	1 unit for every 3,630 sf net site area	1 unit for every 3,630 sf net site area
Min. Lot Width	50'	22'
Min. Lot Depth	100'	52'
Max. Height	30'	30'
Max. building coverage	45%	100%
Min. Setbacks		
Front	25'	0'
Side	15'	0'
Rear	15'	2'
Street Side	20'	0'
Open Space	20%	Usable common OS: 20%
Parking		
1 bedroom	1.5 spaces per unit	1.5 spaces per unit
2 bedroom	1.75 spaces per unit	1.75 spaces per unit
3 bedroom	2 spaces per unit	2 spaces per unit
Visitor spaces	1 space per 5 units	1 space per 5 units
Garage	Enclosed garage with 2 interior spaces per unit	Enclosed garage with 2 interior spaces per unit

Deviations & Justification (Parcel 6)

- A. **Lot Size, Building Coverage, and Setbacks:** The townhome offering within Three Rivers Ranch will provide a unique and desirable housing product that is currently underrepresented in the Avondale market. The proposed development standards for lot size, building coverage, and setbacks are typical for this type of product and will allow residents to reap the benefits of home ownership at a more affordable entry point.

Table B: R-3 Residential Development Standards Table (Parcel 7)

	R-3	PAD Proposal
Density	1 unit for every 3,630 sf net site area	311 units; 1 unit for every 3,630 sf net site area
Min. Lot Width	50'	50'
Min. Lot Depth	100'	100'
Max. Height	30'	30'
Max. building coverage	45%	45%
Min. Setbacks		
Front	25'	10'
Side	15'*	10'
Rear	15'	10'
Street Side	20'	N/A
Open Space	20%	Usable common OS: 17% Private OS: 9% Other: 26% Total: 52%
Private outdoor space	80 sq ft	80 sq ft (312 sq ft provided per unit)
Parking		
1 bedroom	1.5 spaces per unit	1.5 spaces per unit
2 bedroom	1.75 spaces per unit	1.75 spaces per unit
3 bedroom	2 spaces per unit	2 spaces per unit
Covered parking	At least 1 space per unit and assigned	At least 1 space per unit and assigned
Visitor spaces	1 space per 5 units	1 space per 5 units
Garage	Min 20% of required parking, excluding visitor spaces	Min 20% of required parking, excluding visitor spaces

*Zero (0) feet for lots with common walls; fifteen (10) feet for lots with no common walls.

Deviations & Justification (Parcel 7)

- A. Open Space: The applicant requests a deviation to count the private rear spaces, which totals 9% of the overall Parcel 7 lot coverage, as part of its open space calculations. The required 80 square feet of open space would only amount to 2.3% of overall lot coverage. Typically, multi-family communities do not provide private rear yard spaces and so the 20% requirement should be reconsidered with this unique type of development. The applicant provides a private amenity not normally seen and therefore should be considered as part of the overall amenity calculations. The common open space combined with the private open space provided above and beyond the requirement totals 23.7%. Additionally, residents will have access to the parks and trail systems provided throughout Three Rivers Ranch, which provide ample opportunity for outdoor

recreation and enjoyment.

- B. Setbacks: To make development feasible, the development seeks reduced setbacks. This minor deviation helps achieve the superior characteristics of the community—including private backyard open space—and will not be detrimental to community residents or surrounding property values.

Landscaping & Open Space

The landscaping for the project will consist of a low water use mix of native plant material and desert adapted plant material. The theme for the landscape will be to provide shade and interest along the main open space walks and street frontages, while filling in the less focal landscape areas with lower maintenance plantings. The extensive trail network and connections between each parcel are a major amenity for the project that will be supplemented with strategic landscape design to promote inter project circulation and exploration. This also includes connections to the Agua Fria River corridor where the disturbed land will be replanted to reflect the native plant material along the corridor giving residents a unique ‘out of town’ experience while still being close to home. See ***Exhibit H, Preliminary Landscape Plan***.

In addition to the trails and connections, the project will have a large central park amenity that serves as the communities primary gathering area for larger groups. The park will be designed as a multi-generational park, targeting all ages and groups of all abilities. Each parcel will also have smaller pocket park and open space areas as an alternative to the larger, busy community park. The pocket parks will be designed to target smaller groups of residents and provide a more personal, passive outdoor experience. The combination of trails, large parks and pocket parks will provide something for every resident within the community and become a network for resident interaction and a strong sense of community.

Entrance Design, Perimeter Walls, and Signs

The theme for the community is closely tied to the history and geographic location of the site. The site has historically been dominated by farming and agriculture, while being located adjacent to the flood plain of the Agua Fria River. By embracing both ideas, a unique identity has been established for the community. The materials and colors of the hardscapes, walls and signs are intended to convey a higher end agricultural, or upscale rural feel. The monuments and walls will be elegantly designed to create a warm and timeless aesthetic, while not targeting the farmhouse modern trend that is so commonly mimicked. Subtle details will be used to portray the ideas of being in a rural river basin or agricultural community, so residents feel more in touch with the history of the site and the natural surroundings. See ***Exhibit I, Hardscape Details***. All signage shall comply with Section 9 of the Avondale Zoning Ordinance.

Lighting

Site lighting shall comply with Section 707 of the Avondale Zoning Ordinance.

Architectural Design

Traditional Single-Family Homes

Elevation options provided by home builders shall comply with the requirements of the City of Avondale's single-family residential design manual.

Single Family Rental Homes

The Residences at Three Rivers Ranch will offer attainable single-family rental home living complete with individual private yards, front covered patios, a courtyard concept land plan and resort-like amenities all within a lush landscape palette (still low water tolerant) and detailed architectural vernacular like patio homes for lease under twenty-four-hour professional management.

The homes will be arranged around several active and inactive space areas, with a dog park, multiple barbecue stations, fire pits, pool and indoor amenity areas, creating a gathering place for residents and cultivating a sense of community. Covered, uncovered and garage parking for residents and guests will be provided within a looped private drive for convenient access to each residential unit. The proposed project will feature a lush, drought-tolerant landscape palette consistent with the area.

Every home in the single-family home rental community will feature a modern, open floor plan design with high ceilings, abundant natural light, and a private outdoor patio and backyard except for a small number of two-bedroom carriage units (15) located over the garages. Private rear yards throughout the development create a significant amount of private open space. Each home will incorporate energy efficient design, full smart home automation and will feature high-end finishes and appliances. The homes will be designed in cottage and desert contemporary style, utilizing pitched roofs and clustered architectural themes to create a unique residential environment.

Each floor plan will have a minimum of 2 elevation types to provide diversity of design and improve aesthetics. The Residence Club / leasing office building will provide a central gathering area for residents and their guests. The Leasing Office will provide a central location for residents and potential residents to view available residences. Garage and resident storage buildings are available to residents only. All buildings are single story other than the few (15) aforementioned two bedroom carriage units. Homes will meander back and forth through the community streets to create a sense of depth and architectural interest while avoiding the feel of an entry level production home subdivision where all homes are lined up in a straight line on each street.

The unique open space areas, scattered throughout the project, deep backyards and significant front porches are signature elements of this concept. Homes are being designed to include oversized rear sliding glass doors, large marble or natural stone kitchen islands and backsplashes, a great room, larger livable interior space, upgraded stainless steel appliances, technology packages, valet-trash, onsite storage and enclosed garages.

Townhomes

The townhomes will be highly stylized with enhanced architectural elements and will be thematically

consistent with the rest of Three Rivers Ranch. The community will feature ample shared amenities, including play structures, ramadas, barbecue facilities, and thoughtfully designed landscaped areas. Moreover, the townhome community will benefit from the parks, open spaces, and pedestrian connectivity throughout Three Rivers Ranch.

Infrastructure

Roadway Improvements

The Broadway Road alignment is currently 33' of existing right-of-way internal to the property and under the jurisdiction of Maricopa County. It is not anticipated to extend access west of the property and crossing the Agua Fria River. This project proposes abandonment of the existing Maricopa County right-of-way in coordination with the new Collector Road and City right-of-way dedications to serve the development.

The Applicant will comply with the City's current engineering policies and standards and work to provide solutions that will enhance the City's transportation networks as applicable for Three Rivers Ranch.

Utilities

A. Water

A Preliminary Water System Design Report is included with this PAD submittal under separate cover. Three Rivers Ranch is proposed to be served by two independent water distribution systems, which will tie into the existing City of Avondale water system. A 16-inch water main is proposed in Dysart Road and is being constructed as part of the Alamar subdivision improvements. The Three Rivers Ranch residential subdivision will loop a 12-inch water main and connect to the proposed 16-inch water main in Dysart Road.

It is the Applicant's understanding that the Project will not create any issues for current or future water supplies.

B. Sewer

A Preliminary Sewer Design Report is included with this PAD submittal under separate cover. The preliminary report establishes sewer design parameters and criteria that will be used for the engineering design to support the development of the Property and also establishes a general plan for sewer collection and conveyance and defines sewer system demands.

C. Grading and Drainage

A Conceptual Grading and Drainage report is included with this PAD submittal under separate cover. Grading and drainage will adhere to City of Avondale land development standards and retain the 100-year 2-hour storm event. The site generally drains in a southwesterly direction to the Agua Fria. A series of storm drains will capture and convey storm water runoff to both underground chambers and surface retention basins. A series of drywells will be installed to dissipate storm water within 36 hours.

Ownership and Maintenance

Three Rivers Ranch will form a homeowner's association which will be professionally managed to ensure that the community remains well run and appearances are well maintained.

Landscaping in adjacent right-of-way areas shall be maintained by the Owner's Association.

General Plan Conformance

Three Rivers Ranch offers a development and land use plan that is generally holistically consistent with the overall existing designation for the Property in the Avondale General Plan 2030. However, the Land Use Plan does not provide the appropriate flexibility to allow the proper variety of housing products proposed in the proper locations. Accordingly, a General Plan Amendment has been filed under separate cover to amend the Land Use Map, designating the property Medium Density Residential and Medium/High Density Residential.

Three River Ranch has been carefully conceived and designed to achieve the goals, objectives, and policies of the General Plan. Specifically, the proposed development supports the following:

LAND USE ELEMENT

Goal 1: Establish an Avondale identity based on a healthy lifestyle that promotes land uses which foster an economically sustainable and socially dynamic community.

Three Rivers Ranch will offer a variety of housing products that will appeal to prospective residents from a wide range of demographics and market segments and will provide a productive employment base for this developing area of Avondale. This will attract additional economic investment and promote economic sustainability. Additionally, parks, trails, and open space will encourage an active and healthy lifestyle and community connection among residents.

Goal 4: Ensure all land use decisions meet the long-term social and economic goals of the community.

With State Route 30 planned less than one mile south featuring a full compact diamond interchange at Dysart Road, Three Rivers Ranch is in an area with an evolving character that is in need of more vibrant development. The proposed development will create a dynamic community that offers a variety of housing options to support the growth of employment opportunities in Avondale.

Goal 5: Promote land uses that are respectful of the natural environment and which conserve valuable natural resources such as open space, clean air, water, and energy.

Three Rivers Ranch will embrace the natural beauty of the surrounding area, including the Agua Fria River and the Estrella Mountains. Ample open space will be provided with parks and common areas that incorporate natural vegetation consistent with surrounding developments. The common open space areas will be linked with pedestrian connection to support a healthy lifestyle.

ECONOMIC ELEMENT

Goal 6: Implement revitalization activities to enhance the City's economy and sense of place.

Three Rivers Ranch will provide new opportunities to leverage regional assets, particularly the planned State Route 30. The high-quality housing opportunities will help bring greater economic activity and vitality to this corner of Avondale.

HOUSING ELEMENT

Goal 2: Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels.

Three Rivers Ranch will offer a variety of housing types that will accommodate a wide range of market segments and life stages. The single-family homes will provide more traditional housing opportunities for first time, move up, and empty nester buyers. The townhome product will offer the young professional the opportunity to live within a master planned community but with the ability to enter at a lower price point. The proposed single-family rental product provides homes with private backyards and lots, allowing for a "lock and leave" lifestyle which requires less maintenance and promotes the use of the neighborhood common and amenity areas. This increases a sense of place within the neighborhood and ultimately encourages more community interaction. This product type also creates optimal density to support surrounding employment, educational and commercial uses.

ENERGY ELEMENT

Goal 5: Integrate electric power line corridors, electric substations, and other energy infrastructure into future development.

The Property includes a linear electrical corridor and associated easement. Three Rivers Ranch plans to utilize the easement as part of the overall trail system, informal open space, and for detention design requirements.

ENVIRONMENTAL PLANNING AND CONSERVATION ELEMENT

Goal 1: Protect floodways, floodplains, hillsides, and other environmentally sensitive areas from inappropriate development.

Three Rivers Ranch proposes creative solutions to appropriately develop along the Agua Fria River in a manner that protects the community from possible lateral movement of the River in a major storm event. The development team is working closely with the Maricopa County Flood Control District and Avondale Engineering staff to safely and effectively develop the site while embracing its natural surroundings.

OPEN SPACE ELEMENT

Goal 1: Identify, protect, and preserve the natural amenities and environmental attributes that are unique to Avondale and contribute to a healthy lifestyle.

Three Rivers Ranch will embrace the natural beauty of the surrounding area, including the Agua Fria River

and the Estrella Mountains. Ample open space will be provided with parks and common areas that incorporate natural vegetation consistent with surrounding developments. The common open space areas will be linked with pedestrian connection to support a healthy lifestyle.

Goal 2: Create linkages to parks, trails, rivers, and mountains.

Three Rivers Ranch will provide connectivity and pedestrian access to the surrounding area with trail linkages and enhanced open spaces. The Developer will ensure access to the surrounding sidewalks and promote connectivity to the larger trails master plan for Avondale, as well as the Tres Rios Specific Plan.

Goal 3: Make Avondale's unique natural setting central to its identity as a Healthy Lifestyle City.

Three Rivers Ranch will embrace the natural beauty of the surrounding area, including the Agua Fria River and the Estrella Mountains. Ample open space will be provided with parks and common areas that incorporate natural vegetation consistent with surrounding developments. The common open space areas will be linked with pedestrian connection to support a healthy lifestyle.

RECREATIONAL ELEMENT

Goal 1: Ensure every person has convenient access to safe public parks and affordable recreation opportunities.

Three Rivers Ranch is designed to cater to active lifestyles. The community incorporates some pocket park/courtyard planning techniques into its site plan which will contribute to a more livable environment.

Primary circulation routes are planned from homes and courtyards to parks, common open spaces, and the trails in the surrounding area. The rental home community will include fitness amenities available to residents and feature landscaped walking paths wind through the development.

Creative play opportunities will include both manufactured playground elements as well as site specific design components. Small ramadas, picnic shelters and shade structures will also be incorporated into the design. A significant amount of open space is provided (including active areas for games (Bag Toss, etc.), barbecue stations, fire pits, dog park, and more. The community will be professionally managed and will provide amenities and recreation activities to the residents, furthering the City's recreational goals.

Thoughtfully located parks provide a robust system of paths and trails that provide safe and convenient alternative access. Each trail has been carefully considered within the context of the community. Trees and planting will be incorporated to provide shade, visual appeal, and character, in a manner that does not block views to and from the parks.

CIRCULATION ELEMENT

Goal 1: Provide a transportation system that is complementary to the existing and planned land uses.

The unique location of Three Rivers Ranch along the Agua Fria River limits transportation circulation west of the Property. However, it will provide circulation and connectivity around the Property and will improve the existing and planned roadways along the Property.

BICYCLING ELEMENT

Goal 1: Develop a safe bicycle transportation system that provides connectivity throughout the city including major public and private facilities, and to transit.

Three Rivers Ranch will provide an extensive network of trails and paths that will contribute to bicycle connectivity in Avondale.

WATER RESOURCE ELEMENT

Goal 4: Encourage Efficient water use and conservation throughout the community.

Landscaping throughout Three Rivers Ranch will be considerate of water resources and the palette will be appropriate for the desert environment.

Conclusion

Three Rivers Ranch offers diverse, high quality housing products that are needed and in high demand within the City of Avondale. This PAD is intended to provide a framework for development of a complementary land use in this evolving area that is compatible with existing uses and will drive further investment in this corner of Avondale. The PAD is consistent with the overall goals and objectives of the General Plan and will be a positive addition to the area.

EXHIBIT A

Aerial Map

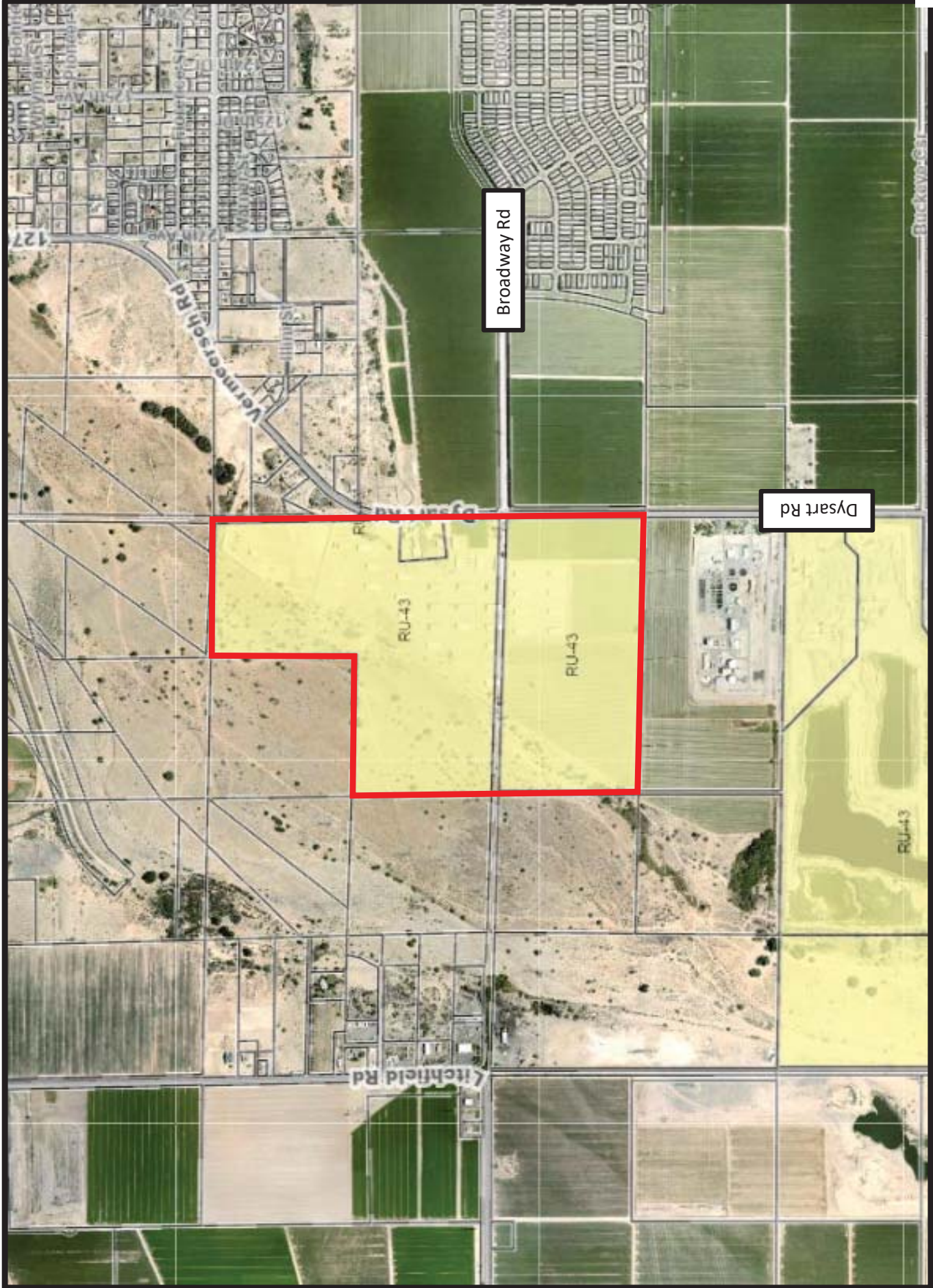


West of Intersection of Dysart Road and Broadway Road, Maricopa County



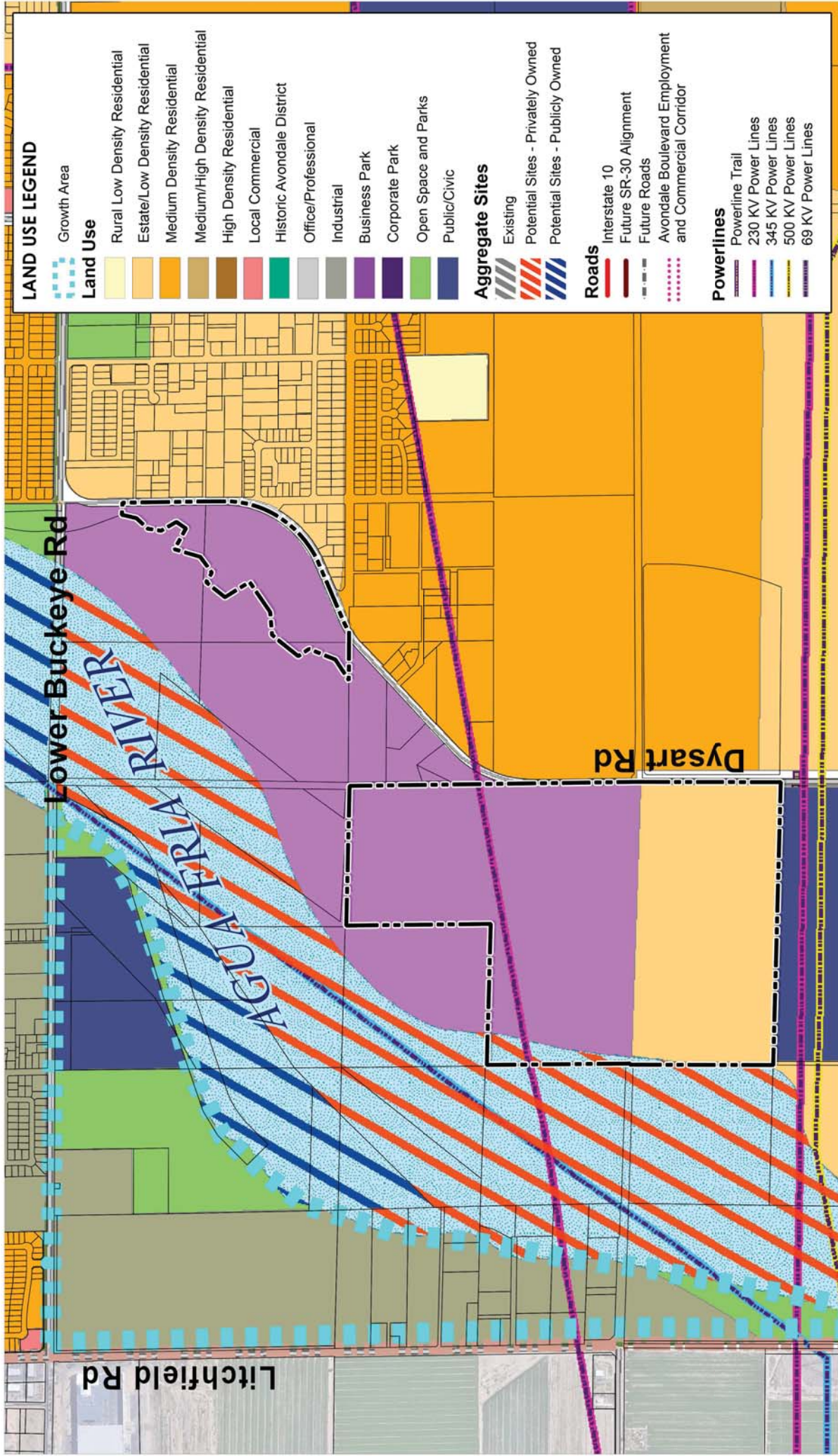
EXHIBIT B

Zoning Map



West of Intersection of Dysart Road and Broadway Road, Maricopa County

EXHIBIT C



Three Rivers Ranch

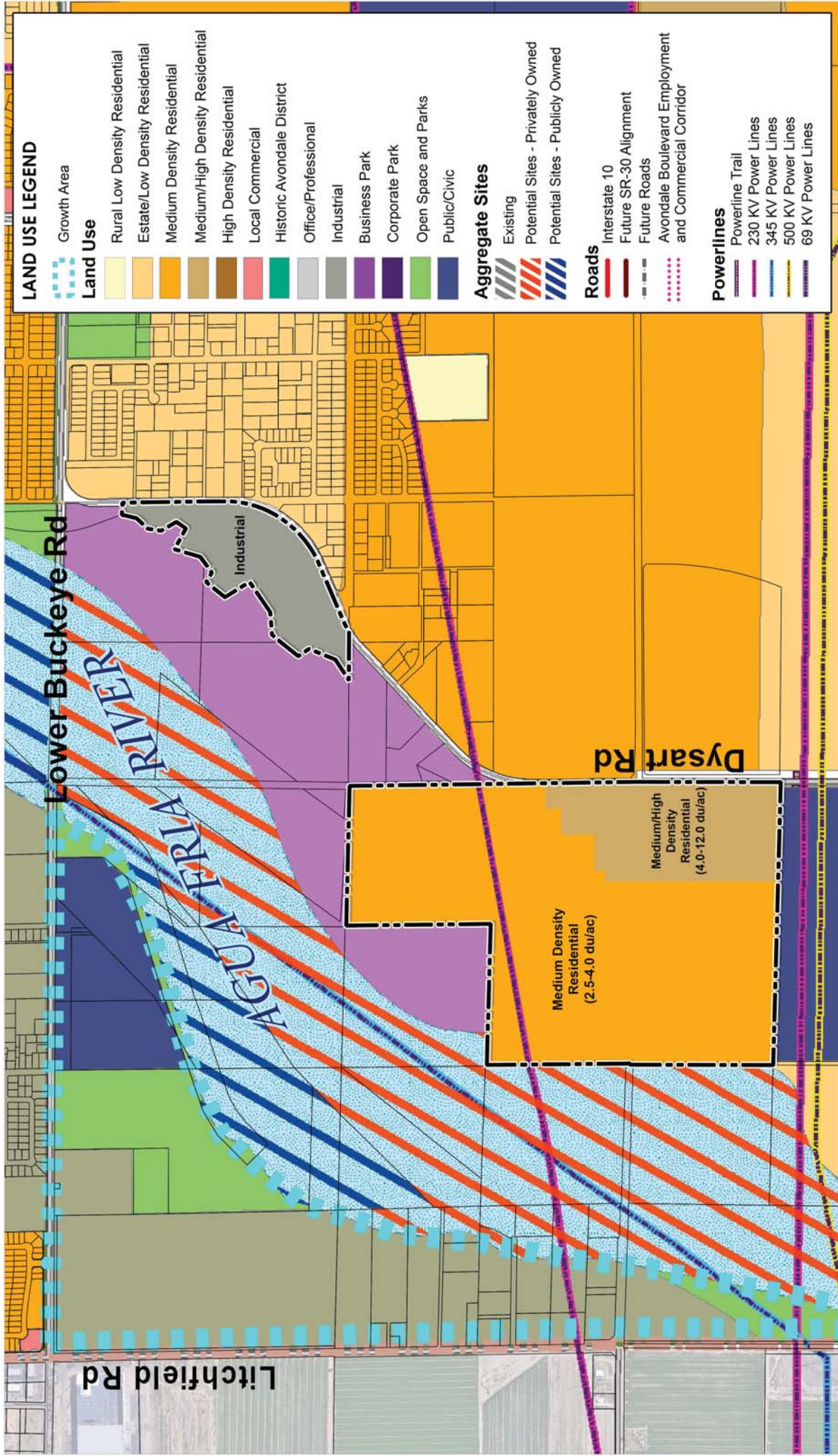
AVONDALE, AZ



Kimley»Horn

EXISTING GENERAL PLAN LAND USE MAP

DATE: MAR. 16, 2022 | BY: JBK | SCALE: APPROX.



Three Rivers Ranch

AVONDALE, AZ



Kimley»Horn

PROPOSED GENERAL PLAN LAND USE MAP

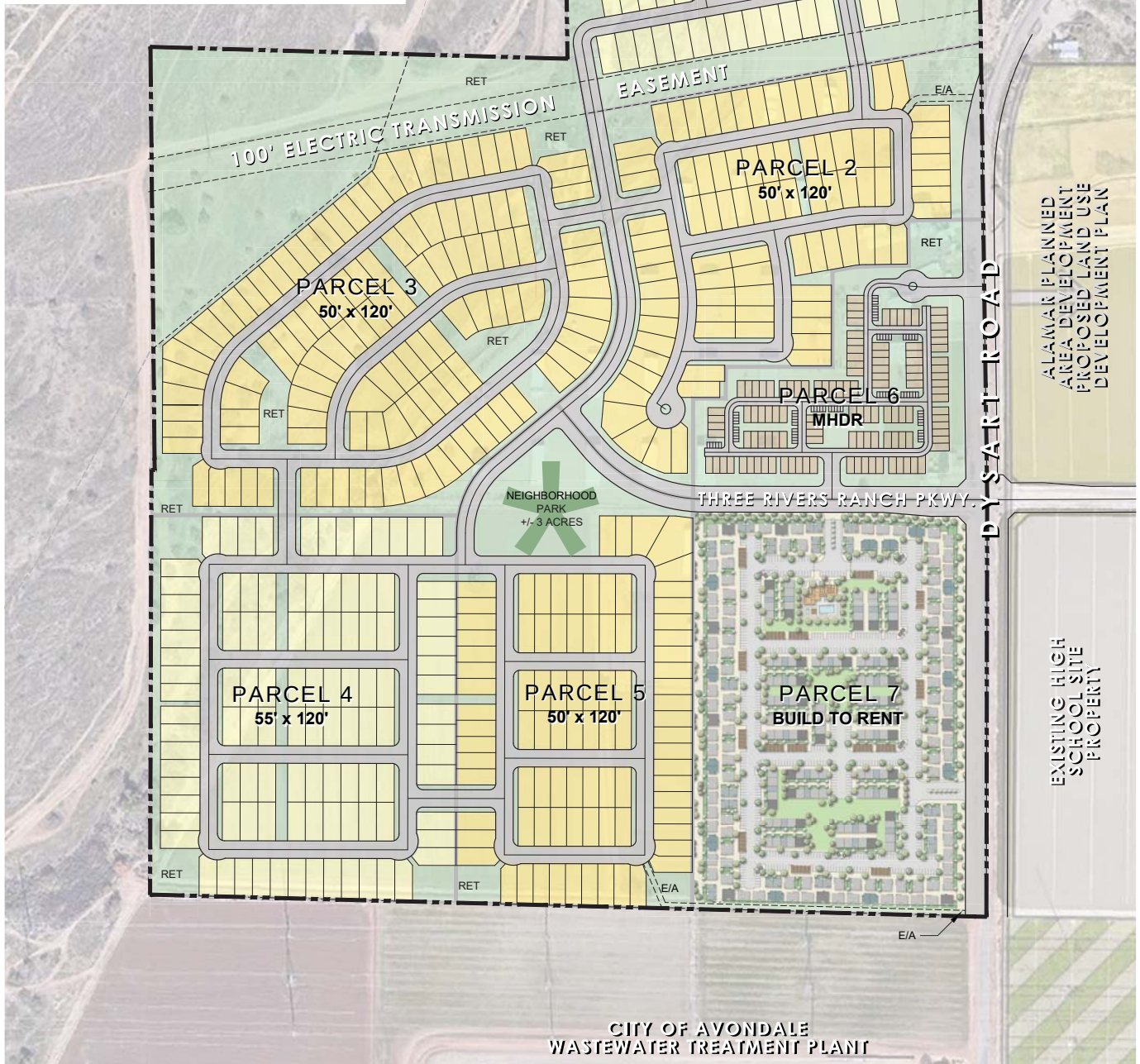
DATE: MAR. 16, 2022 | BY: JBK | SCALE: APPROX.

EXHIBIT D

RESIDENTIAL SITE PLAN SUMMARY		
TOTAL GROSS AREA	± 193.98 ac.	
TOTAL NET AREA	± 190.24 ac.	
NET DENSITY (du./ac.)	5.05	
FLOODWAY AREA	± 11.58 ac.	6%
O.S./DRAINAGE	± 36.50 ac.	19%
TOTAL OPEN SPACE	± 48.08 ac.	25%
UNIT TYPE	UNIT COUNT	MIX
BUILD TO RENT UNITS	311	32%
ATTACHED UNITS	120	12%
50' x 120'	296	31%
55' x 120'	234	24%
TOTAL	961	100%

NOTE: THIS YIELD STUDY IS FOR CONCEPTUAL PURPOSES ONLY AND REQUIRES DETAILED SITE PLANNING, ENGINEERING, AND CITY APPROVALS. ACREAGE IS ESTIMATED. PLAN IS SUBJECT TO CHANGE.

PARCEL DATA	UNIT TOTAL	NET AREA
PARCEL 1 - MDR (R1-6)	127	± 40.15 ac.
PARCEL 2 - MDR (R1-6)	87	± 22.53 ac.
PARCEL 3 - MDR (R1-6)	120	± 42.73 ac.
PARCEL 4 - MDR (R1-6)	107	± 25.73 ac.
PARCEL 5 - MDR (R1-6)	89	± 23.18 ac.
PARCEL 6 - MHDR (R-3)	120	± 11.13 ac.
PARCEL 7 - MHDR (BTR) (R-3)	311	± 24.79 ac.



Three Rivers Ranch
AVONDALE, AZ

CONCEPTUAL SITE PLAN

08.23.2022



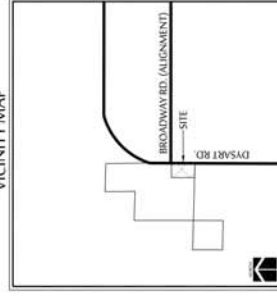
EXHIBIT E



LAND PLAN SUMMARY

SITE AREA = 23.0 ACRES (NET) = 25.7 ACRES (GROSS)		SINGLE STORY LEGEND 1-BEDROOM (SMALL) 1-BEDROOM (LARGE) 2-BEDROOM UNIT 3-BEDROOM UNIT 4-BAY GARAGES	
UNITS: 311 (13.5 DU/ACRE - NET) - 1 BEDROOM (SMALL) - 42 (13.5%) - 1 BEDROOM (LARGE) - 53 (17.0%) - 2 BEDROOM UNITS - 178 (57.2%) - 3 BEDROOM UNITS - 38 (12.2%) TOTAL: 311 UNITS		DOUBLE STORY LEGEND 5-PACK UNITS GARAGES W/ 2BR CARRIAGE HOUSE GARAGE ENTRY GARAGE UNIT (TYP)	
* SINGLE STORY UNITS TO HAVE A MAX. BUILDING HEIGHT = 25' * DOUBLE STORY UNITS TO HAVE A MAX. BUILDING HEIGHT = 30'		PARKING SPACES REQUIRED: 596 (9' X 19' MIN) PARKING SPACES PROVIDED: 600 (1.93 / UNIT) - 492 SURFACE SPACES (311 COVERED) - 108 GARAGES (W/ 45 STORAGE UNITS)	
LOT COVERAGE (NET): 1,000,682 SQ. FT. - BUILDING: 272,725 SQ. FT. = 24.4% - PAVING: 243,778 SQ. FT. = 21.8% - USABLE O.S.: 63,051 SQ. FT. = 5.6% - PRIVATE O.S.: 97,165 SQ. FT. = 8.7% - OTHER O.S.: 442,675 SQ. FT. = 39.5%		* RESIDENT AMENITIES MAY INCLUDE A POOL AREA, DOG PARK, TURF AREA, BBQ DINING AREA, FIRE PITS, SHARED SEATING AREAS AND A RESIDENCE CLUBHOUSE	

VICINITY MAP



SCALE: 1"=80'-0"



THREE RIVERS RANCH CONCEPTUAL LAND PLAN - 2.1

SWC OF DYSART RD. AND BROADWAY RD. (ALIGNMENT) - AVONDALE, AZ

JULY 21, 2022

EXHIBIT F

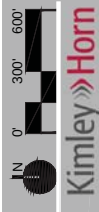
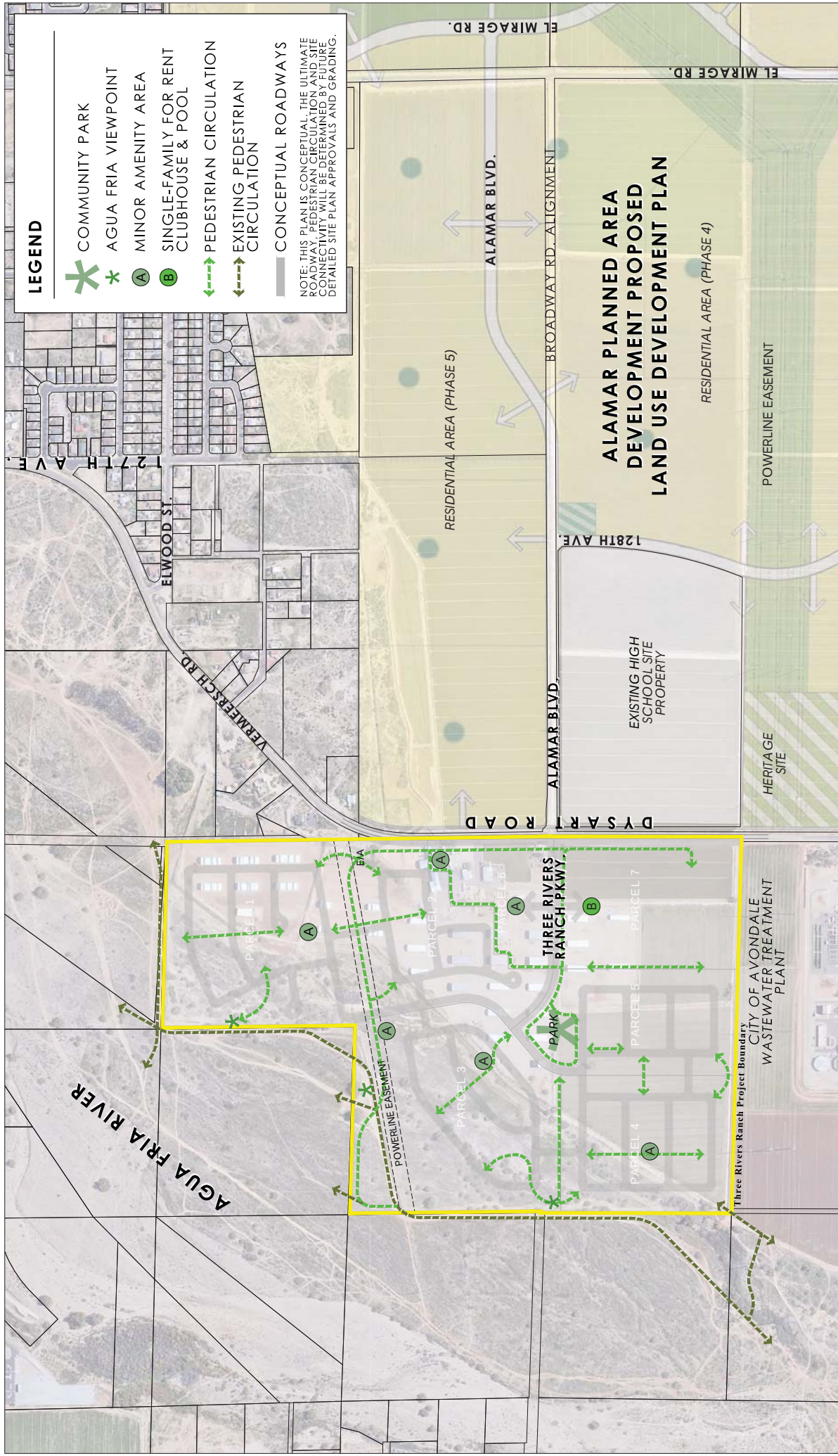
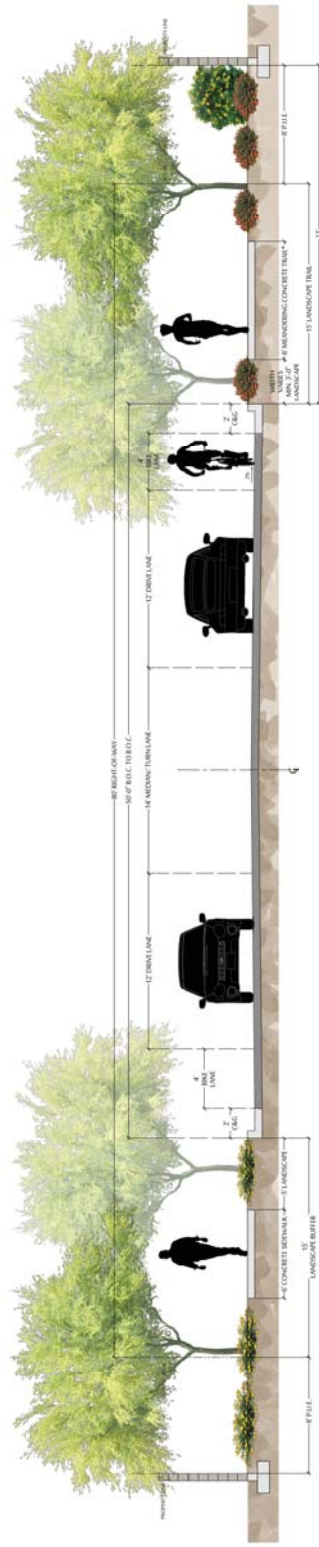
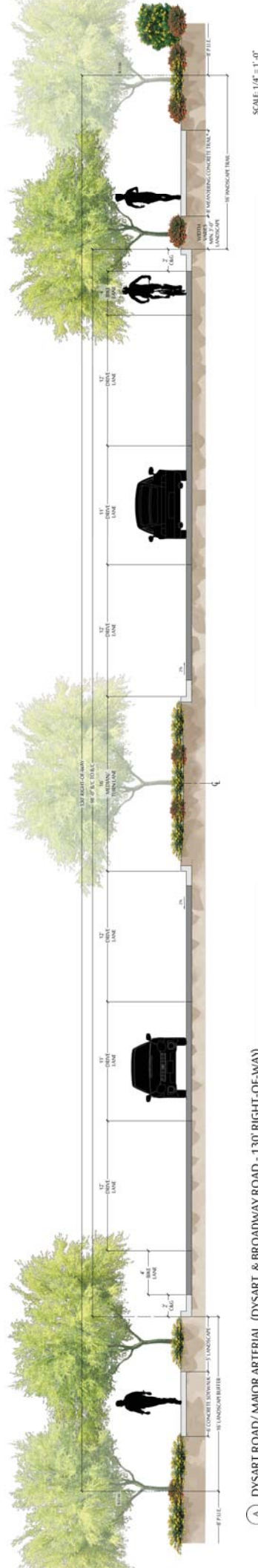
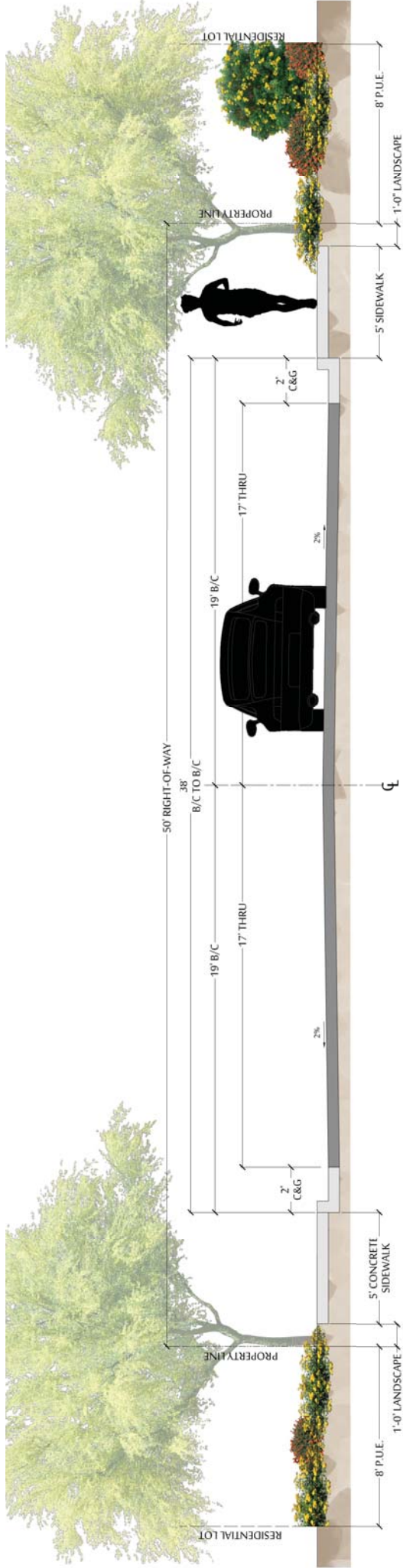


EXHIBIT G



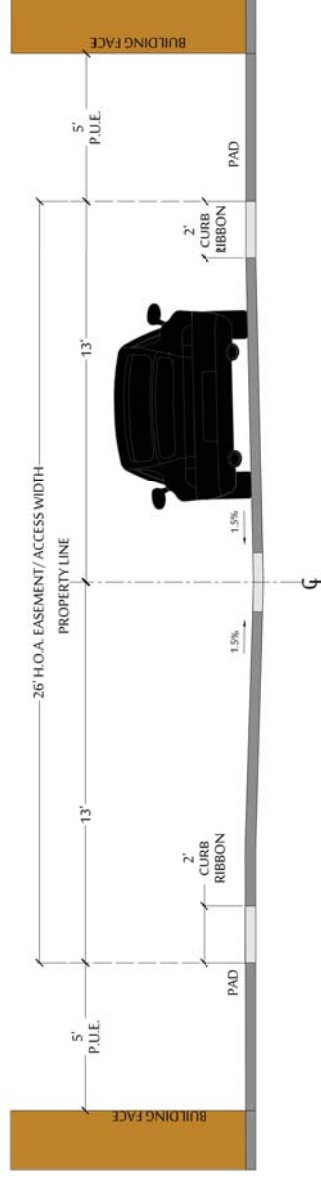
THREE RIVERS RANCH
STREET SECTIONS
SWC OF DYSART RD. AND BROADWAY RD. (ALIGNMENT) - AVONDALE, AZ
AUGUST 1, 2022





A NEIGHBORHOOD STREETS / MODIFIED PUBLIC LOCAL STREET - 50' RIGHT-OF-WAY

SCALE 1/2" = 1'-0"



B PRIVATE STREETS - 26' B/C TO B/C

SCALE 1/2" = 1'-0"



THREE RIVERS RANCH STREET SECTIONS

SWC OF DYSART RD. AND BROADWAY RD. (ALIGNMENT) - AVONDALE, AZ
AUGUST 1, 2022

EXHIBIT H



THREE RIVERS RANCH
CONCEPTUAL LANDSCAPE PLAN

SWC OF DYSART RD. AND BROADWAY RD. (ALIGNMENT) - AVONDALE, AZ

PLANTING PLAN LEGEND	
TREES - 24" BOX MIN., UNLESS OTHERWISE NOTED	
	*ACACIA ANEUBIA / MULEGA
	*CHILOPSIS LINEARIS / DESERT WILLOW
	PARKSONIA HYBRID TURBID / THORNLESS PALM VERDE
	PISTACHIA LENTISCUS / MASTIC
	PISTACHIA CHINENSIS 'RED PUSH' / RED PUSH PISTACHE
	PROSOPIA HYBRID / 'BIO SALADO' THORNLESS MESQUITE
	*QUERCUS VIRGINIANA / SOUTHERN LIVE OAK
* DENOTES TREE IS AN APPROVED STREET TREE	
SHRUBS - 5 GAL. MIN.	
	BOUGAINVILLEA SP. / BUSH BOUGAINVILLEA FLAME
	JUSTICIA CALIFORNICA - CHIPMONGA
	CAESALPINIA PULCHERRIMA / RED IRID OF PARADISE
	CALLANDRA CALIFORNICA / BAMA PARY DUSTER
	EREMOPHILA GLABRA vsp. CARINOSA / WINTER BLAZE EMU
	EREMOPHILA HYGROPHANA / BLUE BELLS EMU
	LEUCOPHYLLUM FRUTESCENS SP. / HEAVENLY CLOUD SAGE
	RUPELIA PENINSULARIS / BAMA RUELLIA
	TECOMA STANS HYBRID / SPARKLETT
	SENNA OLIGOPHYLLA / OUTBACK CASSIA
ACCENTS - 5 GAL. MIN.	
	AGAVE AMERICANA
	ALOE BARBADENSIS - ALOE VERA
	DASYLIRION WHEELERII - DESERT SPOON
	HESPERALOE PARVIFLORA TERPA / BRACKLEIGHTS RED YUCCA
	MUHLENBERGIA REGIDA 'NASHVILLE' / MUHLY GRASS
	PEDILANTHUS MACROCARPUS / LADY'S SLIPPER
	YUCCA FILAMENTOSA / SPANISH DAGGER
PALMS - 15 GAL. MIN.	
	CHAMAEOPUS HUMILIS / MEDITERRANEAN FAN PALM
GROUNDCOVERS - 5 GAL. MIN.	
	EREMOPHILA GLABRA PROSTRATE / OUTBACK SUNRISE EMU
	LANTANA CAMARA HYBRID / NEW GOLD LANTANA
	LANTANA MONTEVIDENSIS / TRAILING PURPLE LANTANA
	WEDELIA TRILOBATA / YELLOW DOT
DECOMPOSED GRANITE	
	3/4" CORDED TOPPRESS BROWN / IRON GRANITE EXPRESS
	A MINIMUM OF 2" DEPTH OF COVERAGE IS REQUIRED
	MIDIRON HYBRID BERNALDA TURF

NOTES:
1. CITY TO REVIEW AND APPROVE ALL ALTERNATES OR SUBSTITUTIONS, BASED ON PLANT MATERIAL AVAILABILITY AT THE TIME OF CONSTRUCTION.
2. SUB-SPECIES OR HYBRIDS OF PLANT MATERIAL LISTED ABOVE MAY BE USED AS ALTERNATES/SUBSTITUTIONS.
3. PLANT MATERIAL MAY BE ADDED TO THE LIST ABOVE DUE TO UTILITY COMPANY OR HOA REQUESTS AND/OR PLANTING RESTRICTIONS WITHIN UTILITY EASEMENTS.
4. NO TREES TO BE LOCATED WITHIN THE P.U.E. OR ANY OTHER NOTED EASEMENTS.

EXHIBIT I



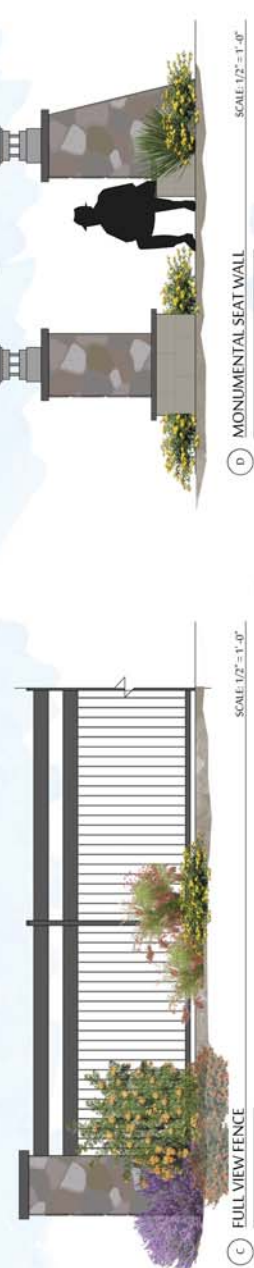
A PRIMARY ENTRY MONUMENT

SCALE 1/4\"/>



B THEME WALL

SCALE 1/2\"/>



C FULL VIEW FENCE

SCALE 1/2\"/>



D MONUMENTAL SEAT WALL

SCALE 1/2\"/>



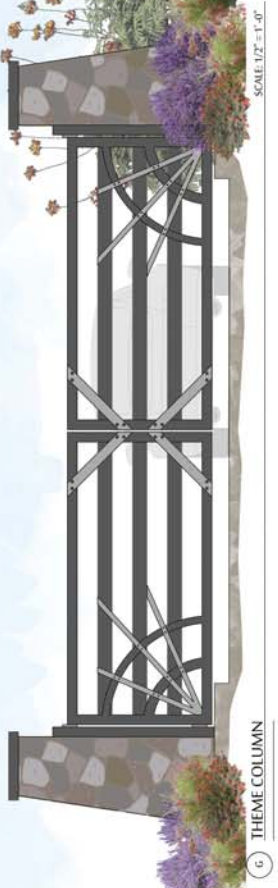
E THEME COLUMN

SCALE 1/2\"/>



F PEDESTRIAN GATE

SCALE 1/2\"/>



G THEME COLUMN

SCALE 1/2\"/>



THREE RIVERS RANCH CONCEPTUAL HARDSCAPE PLAN

SWC OF DYSART RD. AND BROADWAY RD. (ALIGNMENT) - AVONDALE, AZ
May 31, 2022



Three Rivers Ranch

Neighborhood Meeting Summary
PL-22-0050/PL-22-0110

Submitted August 30, 2022

A. Date, Time, and Location of the Meeting

The required neighborhood meeting for Case No. PL-22-0050/PL-22-0110 was held on Monday, August 29, 2022 at 6:00 PM. Due to the COVID-19 pandemic, the meeting was held virtually via Zoom.

The neighborhood meeting notification was noticed in accordance with the City's Zoning Ordinance Requirements. The applicant completed the legal newspaper advertisement with a publishing in the August 10, 2022 edition of the Southwest Valley Arizona Republic newspaper. Additionally, the applicant posted a public notice sign on August 10, 2022 and mailed notice letters to property owners within 1,000 feet. The affidavits are enclosed at **Tab A**.

B. Number of Participants

The applicant, along with the project development team, and a City of Avondale Planning representative attended the virtual neighborhood meeting. Commissioners Arnette and Castillo also attended the meeting in addition to two (2) interested neighbor.

C. Summary of Presentation, Questions and Applicant Responses

The applicant commenced the neighborhood meeting with introductions of the development team followed by an overview of the application request. The applicant provided a description of the surrounding area context, existing land use designations, site challenges and constraints, and specifics regarding the proposed community. The applicant also shared the proposed community plans. The applicant then offered an opportunity for questions and comments.

The neighborhood meeting attendees had general questions regarding: (1) traffic; (2) adequate school capacity; and (3) adequate water and sewer facilities. The applicant responded to attendee questions, stating that a traffic impact analysis demonstrates that with the requested improvements the surrounding roadway network can adequately handle the increased trips, certificates of adequate school facilities have been acquired from the Tolleson and Littleton School Districts, and that sufficient water and sewer facilities exist with connections to the site. The applicant also offered to provide attendees with copies of the Traffic Impact Analysis and the Certificates of Adequate School Facilities.

The Applicant will continue to be available to discuss the proposal with interested parties throughout the application process.

D. Summary

The feedback received regarding the proposed project was generally neutral with no significant concerns raised. The applicant will continue to be available to discuss the proposal with interested parties throughout the process.



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for Rezoning and General Plan Amendment has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: <u>Three Rivers Ranch</u>	Project Manager: <u>Jani Werlin</u>
Request: <u>Rezone to PAD</u>	Acreage/Parcel Size: <u>194 +/-</u>
Current Density Allowed: <u>1 du/ac</u>	Density Proposed: <u>5.05 du ac</u>
Total number of residential units proposed: <u>961</u>	

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes No ☒

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

One times capital cost of adding estimated students is \$4.5M. Additional ongoing operational costs to adding estimated students is \$824K.

Is a school site within the proposed development needed? Yes No ☒
If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes ☒ No

If answered yes, please explain below:

The developer has signed the standard impact agreement.

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 09.06.2022

School District: Littleton Elementary School District #65

District Superintendent: Dr. Roger Freeman

Phone #: (623)759-2628

E-mail: freeman.roger@littletonaz.org

Signature: 

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010
<https://www.avondaleaz.gov/government/departments/development-engineering-services>



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for Annexation/Rezone/General Plan Amendment has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Three Rivers Ranch Project Manager: Jani Wertin
Request: Rezone to PAD Acreage/Parcel Size: 224.41
Current Density Allowed: 194 +/- Density Proposed: 4.43
Total number of residential units proposed: 961

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes X No

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed? Yes No X
If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes No

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

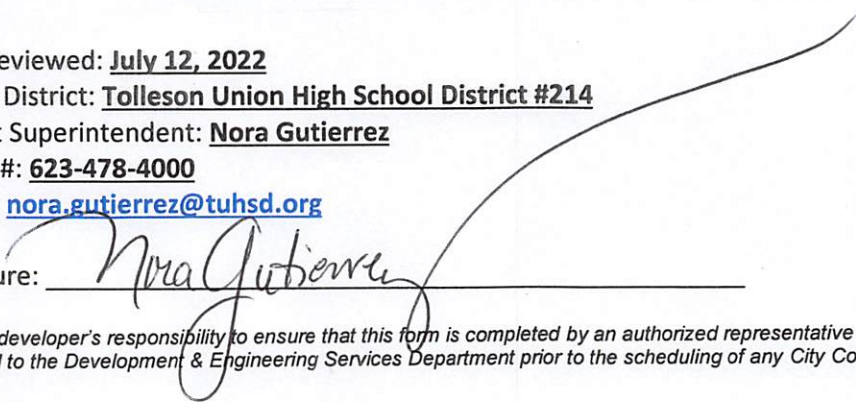
Date Reviewed: July 12, 2022

School District: Tolleson Union High School District #214

District Superintendent: Nora Gutierrez

Phone #: 623-478-4000

E-mail: nora.gutierrez@tuhsd.org

Signature: 

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010
www.avondale.org/developmentandservices

ORDINANCE NO. 2065-1122

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 193.98 ACRES GENERALLY LOCATED ALONG DYSART ROAD, WEST OF THE INTERSECTION WITH BROADWAY ROAD, AS SHOWN IN APPLICATION PL-22-0110, AND REZONING SUCH PROPERTY FROM RURAL RESIDENTIAL (RR-43) TO PLANNED AREA DEVELOPMENT (PAD).

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”), pursuant to ARIZ. REV. STAT. § 9-462.04, to change the zoning description for $\pm$ 193.98 acres generally located along Dysart Road, west of the intersection with Broadway Road, as shown in application PL-22-0110, from Rural Residential (RR-43) to Planned Area Development (PAD) (the “Zoning Atlas Amendment”); and

WHEREAS, all due and proper notices of the public hearings on the Zoning Atlas Amendment held by the City of Avondale Planning Commission (the “Commission”) and by the City Council were given in the time, form and substance provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, on October 19, 2022, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing the Commission recommended denial with a 3-3 vote; and

WHEREAS, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on December 5, 2022; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the City Council has considered the individual property rights and personal liberties of the residents of the City before adopting this Ordinance; and

WHEREAS, the City Council has considered the probable impact of the Zoning Atlas Amendment on the cost to construct housing for sale or rent and finds that the proposed Zoning Atlas Amendment will have no probable impact on the cost to construct housing for sale or rent.

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

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

SECTION 2. The Zoning Atlas Amendment, is hereby approved, for $\pm$ 193.98 acres generally located along Dysart Road, west of the intersection with Broadway Road, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. Development shall conform to the Three Rivers Ranch PAD Narrative date stamped, 09/07/2022, except as modified by these conditions.

2. Developer shall contribute 50% of the design and construction costs for a future traffic signal at Dysart Road and Three Rivers Ranch Parkway.

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

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 5, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2065-1122

[Legal Description and Map]

See following pages.

**Rezone Legal Description
For
Three Rivers Ranch**

Located in the Southeast Quarter of Section 22, and the Northeast Quarter of Section 27, Township 1 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona. Described as follows:

Commencing at the Southeast corner of said Section 22, from which the East Quarter corner of said Section 22 bears North 00°48'24" West, a distance of 2659.71 feet;

Thence South 00°06'28" West, along the East line of the Northeast Quarter of said Section 27, a distance of 1,297.48 feet, to the South line of the North half of the Northeast Quarter of said Section 27;

Thence departing said East line, North 88°28'30" West, along said South line, a distance of 2,587.26 feet to the West line of the Northeast Quarter of said Section 27;

Thence departing said South line, North 00°10'41" East, along said West line, a distance of 1,313.42 feet to the North Quarter corner of said Section 27, being coincident with the South Quarter corner of said Section 22;

Thence North 00°34'13" West, along the West line of the Southeast Quarter of said Section 22, a distance of 33.03 feet;

Thence departing said West line, South 88°07'16" East, parallel with and 33.00 feet Northerly, as measured at right angles to the South line of the Southeast Quarter of said Section 22, a distance of 10.01 feet;

Thence departing said parallel line, North 00°34'13" West, parallel with and 10.00 feet Easterly, as measured at right angles to the West line of said Southeast Quarter of Section 22, a distance of 1,275.57 feet;

Thence departing said parallel line, South 88°21'57" East, parallel with and 10.00 feet Southerly, as measured at right angles to the North line of the Southwest Quarter of the Southeast Quarter of said Section 22, a distance of 1,290.10 feet;

Thence departing said parallel line, North 00°41'20" West, parallel with and 10.00 feet Easterly, as measured at right angles to the West line of the Northeast Quarter of the Southeast Quarter of said Section 22, a distance of 1,324.26 feet;

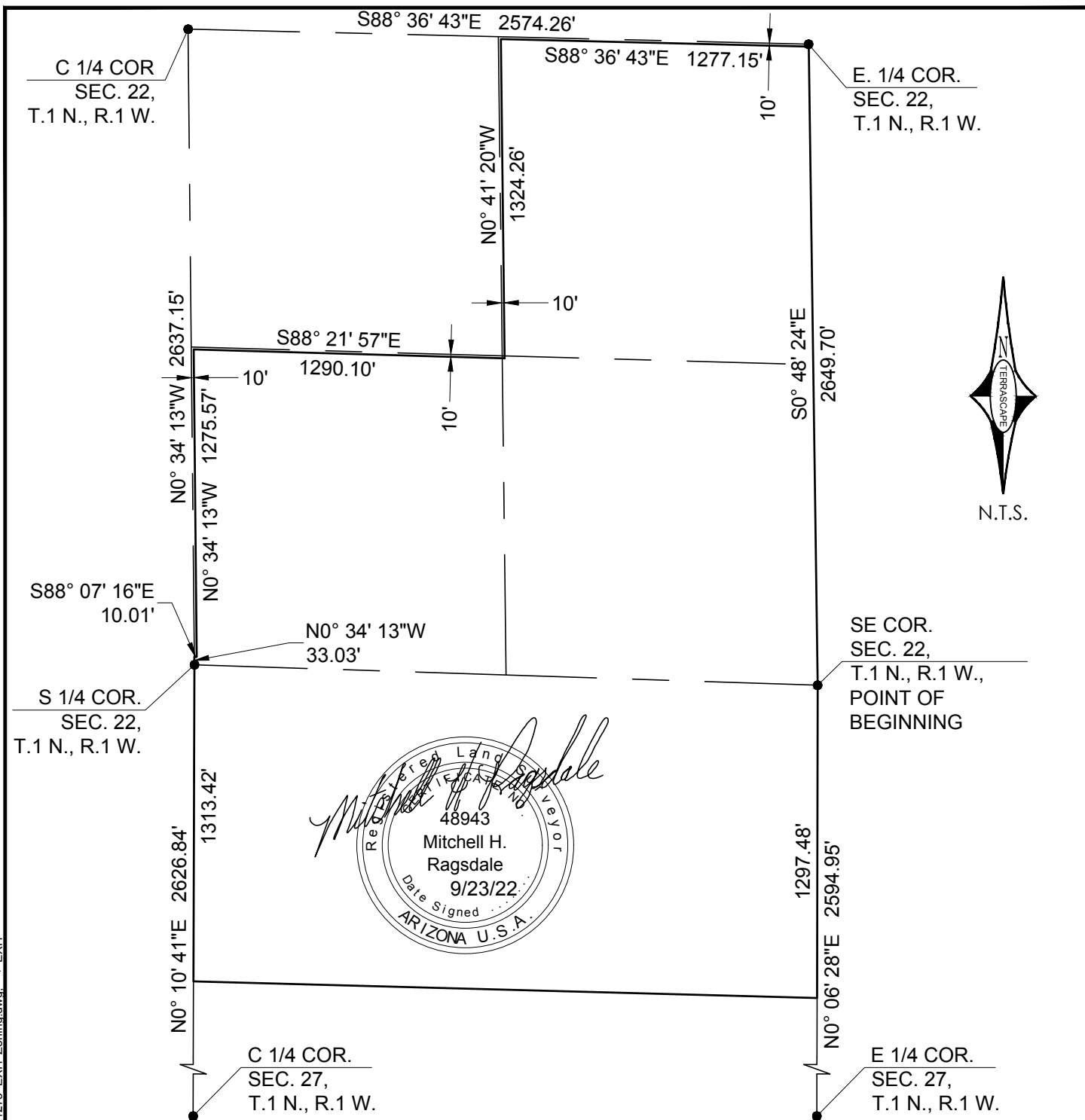
Thence departing said parallel line, South 88°36'43" East, parallel with and 10.00 feet Southerly, as measured at right angles to the North line of the Southeast Quarter of said Section 22, a distance of 1,277.15 feet to the East line of the Southeast Quarter of said Section 22;

Thence departing said parallel line, South 00°48'24" East, along said East line, a distance of 2,649.70 feet to the Point of Beginning.

Containing 8,449,898.59 square feet or 193.98 acres, more or less.



Plotted: 09/23/22 - 10:30 AM. By: mragdale
File: M:\1273 Sonoma Dyeart & Broadway Avondale\Survey\1273 EXH Zoning.dwg, ---> EXH



645 E. MISSOURI AVE., STE. 420
PHOENIX, ARIZONA 85012

P:602.297.8732 • F:602.230.8458

EXHIBIT

ZONING BOUNDARY

THREE RIVERS RANCH

AVONDALE

Project No. 1273
Sheet 1 of 1

Date : 09/23/22

CITY COUNCIL REPORT

SUBJECT: Council Appointments to the Audit Committee

MEETING DATE: 12/5/2022

TO: Mayor and Council

FROM: Barbara Copping, City Auditor, 623 333-2048

THROUGH: Ron Corbin, City Manager

REVIEWED: Ron Corbin, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:

City Council will consider a request to appoint the following individuals to the Audit Committee: a) A member of City Council with a term to expire on December 31, 2023; b) A member of City Council with a term to expire on December 31, 2024; c) A member of City Council with a term to expire on December 31, 2025; d) Norma Pacheco with a term to expire on December 31, 2024; e) Michael McGee with a term to expire on December 31, 2025; f) Renee Weatherless, Finance and Budget Director, as a non-voting member; and g) appoint Ron Corbin, City Manager, as a non-voting member. The Council will take appropriate action.

BACKGROUND:

On September 6, 2022, City Council adopted Ordinance 2051-0922, establishing the Audit Committee. As required in section 2-11, the committee shall be comprised of seven members consisting of the following:

1. Three City Council members as voting members;
2. Two public members as voting members; and
3. Two City staff members as non-voting members (Finance & Budget Director and the City Manager or designee).

The duty of the Audit Committee is to provide advice to the City Council with respect to fulfilling its oversight responsibilities regarding matters such as the City's compliance with legal and regulatory requirements, systems of internal controls, management of the Citywide risk environment, and integrity of the City's annual comprehensive financial report. The Audit Committee will also oversee and encourage continuous improvement and adherence to city policies and practices at all levels.

DISCUSSION:

As part of the creation of the committee, the following terms will begin on January 1, 2025, with the following term expirations:

1. Council Member - Term to Expire on Dec. 31, 2023 (or when City Council Term ends, whichever is sooner)
2. Council Member - Term to Expire on Dec. 31, 2024 (or when City Council Term ends, whichever is sooner)
3. Council Member - Term to Expire on Dec. 31, 2025 (or when City Council Term ends, whichever is sooner)
4. Public Member - Term to Expire on Dec. 31, 2024
5. Public Member - Term to Expire on Dec. 31, 2025
6. Staff Member - Permanent Term to Follow Employment with the City
7. Staff Member - Permanent Term to Follow Employment with the City

The Avondale City Auditor, Barbara Coppage, is currently serving on the Maricopa County Citizens Audit Committee, where a public member, Mr. Mike McGee is the County Auditor. Should the City Council appoint Mr. McGee to the Avondale Audit Committee, Barbara Coppage will resign from the Maricopa County Citizens Audit Committee immediately. Maricopa County is aware and understanding of the situation.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

Staff recommend City Council appoint members to the Audit Committee with staggered terms not to exceed three years.

Contact person for document distribution:

ORDINANCE NO. 2051-0922

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 2 (ADMINISTRATION), ARTICLE I (IN GENERAL) RELATING TO THE CITY AUDIT COMMITTEE.

SECTION 1. The Avondale City Code, Chapter 2 (Administration), Article I (In General), Section 2-3—2-11 (Reserved.) is hereby amended to read as follows:

2-3—2-8 - Reserved.

2-9 – AUDIT COMMITTEE ESTABLISHED; PURPOSE

(A) ESTABLISHMENT; PURPOSE. AN AUDIT COMMITTEE IS HEREBY ESTABLISHED TO PROVIDE ADVICE TO CITY COUNCIL IN RESPECT TO FULFILLING ITS OVERSIGHT RESPONSIBILITIES REGARDING THE INTEGRITY OF THE CITY'S ANNUAL COMPREHENSIVE FINANCIAL STATEMENTS. THE AUDIT COMMITTEE WILL FURTHER ASSIST AND ADVISE THE CITY AUDITOR AND CITY COUNCIL ON MATTERS RELATING TO THE CITY'S COMPLIANCE WITH LEGAL AND REGULATORY REQUIREMENTS, SYSTEMS OF INTERNAL CONTROLS, MANAGEMENT OF CITYWIDE RISK ENVIRONMENT AND THE PERFORMANCE OF INTERNAL AND EXTERNAL AUDITORS. CONSISTENT WITH THIS FUNCTION, THE AUDIT COMMITTEE WILL ENDEAVOR TO ENCOURAGE CONTINUOUS IMPROVEMENT OF, AND ADHERENCE TO, CITY POLICIES AND PROCEDURES AND PRACTICES AT ALL LEVELS.

(B) BYLAWS. TO ENSURE INDEPENDENCE AND EFFICIENCY IN THE PERFORMANCE OF ITS FUNCTION, THE AUDIT COMMITTEE IS HEREBY AUTHORIZED TO ADOPT BYLAWS WHICH WILL AT A MINIMUM INCLUDE AND ADDRESS VOTING RIGHTS, MEETINGS, AND MEMBER TERMS. THE BYLAWS MAY INCLUDE ANY RULES OR POLICIES WHICH ENABLE THE AUDIT COMMITTEE TO PERFORM AND CARRY OUT ANY OF THE DUTIES.

2-10 – RESPONSIBILITIES AND DUTIES OF AUDIT COMMITTEE. THE AUDIT COMMITTEE SHALL:

(A) REVIEW THE CITY AUDITOR'S AUDIT PLAN ANNUALLY AND PROVIDE SUGGESTIONS FOR THE AUDITOR'S ANNUAL AUDIT PLAN;

(B) ENSURE THAT THE CITY AUDITOR TRANSMITS AUDIT REPORTS TO THE AUDIT COMMITTEE AND THE CITY COUNCIL. AUDIT REPORTS WILL ALSO BE MADE AVAILABLE TO THE PUBLIC;

(C) MONITOR FOLLOW-UP ON REPORTED FINDINGS TO ASSURE CORRECTIVE ACTION IS TAKEN BY CITY MANAGEMENT;

(D) REPORT TO THE CITY COUNCIL ON AREAS OF INTEREST OR CONCERNS AT SUCH TIMES AS DEEMED APPROPRIATE;

(E) EVALUATE THE FINDINGS AND RECOMMENDATIONS OF THE PEER REVIEW AS REQUIRED BY GOVERNMENT AUDITING STANDARDS AND ASSURE THAT ALL AUDITS CERTIFY THAT THEY CONFORM TO GENERALLY ACCEPTED GOVERNMENTAL AUDITING STANDARDS;

(F) ASSURE THAT THE INTERNAL AUDIT FUNCTIONS ARE INDEPENDENT IN ACCORDANCE WITH GENERALLY ACCEPTED GOVERNMENTAL AUDITING STANDARDS, WHETHER PERFORMED BY CITY STAFF OR OUTSIDE CONTRACTORS, OR ANY COMBINATION THEREOF;

(G) AT LEAST ANNUALLY MEET WITH THE CITY'S EXTERNAL AUDITOR TO DISCUSS THE CITY'S ANNUAL COMPREHENSIVE ANNUAL FINANCIAL REPORT AND OTHER APPLICABLE RISK MANAGEMENT AND CITY FINANCIAL CONCERNS.

2-11 – AUDIT COMMITTEE MEMBERSHIP

(A) MEMBERSHIP. THE AUDIT COMMITTEE SHALL BE COMPRISED OF SEVEN (7) MEMBERS CONSISTING OF THE FOLLOWING:

1. THREE (3) CITY COUNCIL MEMBERS (VOTING MEMBERS);
2. TWO (2) PUBLIC MEMBERS (VOTING MEMBERS); AND
3. TWO (2) CITY STAFF MEMBERS WHICH SHALL BE THE BUDGET AND FINANCE DIRECTOR AND THE CITY MANAGER OR THEIR AUTHORIZED DESIGNEE (NON-VOTING).

THE VOTING MEMBERS OF THE AUDIT COMMITTEE SHALL BE APPOINTED BY THE CITY COUNCIL. ALL AUDIT COMMITTEE MEMBERS SHOULD HAVE AN UNDERSTANDING OF FINANCIAL REPORTING, ACCOUNTING, AUDITING, OR A RELATED BUSINESS FIELD, MUST BE FAMILIAR WITH LOCAL GOVERNMENT OPERATIONS, AND MUST HAVE SUFFICIENT TIME TO EFFECTIVELY PERFORM THEIR DUTIES.

THE CITY AUDITOR SHALL NOT BE A MEMBER OF THE AUDIT COMMITTEE; HOWEVER, THE CITY AUDITOR OR THE CITY AUDITOR'S DESIGNEE SHALL SERVE

AS SECRETARY FOR THE AUDIT COMMITTEE. THE SECRETARY SHALL PREPARE AGENDAS, MINUTES, AND REPORTS AS DIRECTED BY THE AUDIT COMMITTEE.

SECTION 2. It is necessary for the preservation of the peace, health and safety of the City of Avondale that an emergency is hereby declared to exist and this Ordinance shall be effective immediately upon its passage and adoption.

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

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, September 6, 2022.



[kenn weise \(Sep 7, 2022 10:38 PDT\)](#)

Kenneth N. Weise, Mayor

ATTEST:



Marcella Carrillo, City Clerk

APPROVED AS TO FORM:



[Nicholle Harris \(Sep 7, 2022 13:28 PDT\)](#)

Nicholle Harris, City Attorney

EMPLOYMENT APPLICATION



CITY OF AVONDALE
 11465 W. Civic Center Drive Human Resources Department
 Avondale, Arizona 85323
 623-333-2200
<http://www.avondaleaz.gov/careers>

McGee, Michael
2022-CCB&C BOARD & COMMISSION MEMBER

Received: 10/10/22 2:27 PM

For Official Use Only:

QUAL: _____

DNQ: _____

☐ Experience

☐ Training

☐ Other: _____

PERSONAL INFORMATION

POSITION TITLE: BOARD & COMMISSION MEMBER		EXAM ID#: 2022-CCB&C
NAME: (Last, First, Middle) McGee, Michael		SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		EMAIL ADDRESS: [REDACTED]
HOME PHONE: [REDACTED]		ALTERNATE PHONE: [REDACTED]
DRIVER'S LICENSE: ☐ Yes ☐ No	DRIVER'S LICENSE: State: AZ	LEGAL RIGHT TO WORK IN THE UNITED STATES? ☐ Yes ☐ No
What is your highest level of education? Master's Degree		

PREFERENCES

MINIMUM COMPENSATION: \$0.00 per hour; \$0.00 per year	ARE YOU WILLING TO RELOCATE? ☐ Yes ☐ No ☐ Maybe
SHIFTS YOU WILL ACCEPT: Day	
OBJECTIVE: To volunteer as a member of the Audit Committee.	

EDUCATION

DATES: From: 9/2010 To: 8/2013	SCHOOL NAME: Texas A&M University - Commerce	
LOCATION: (City, State/Province) Commerce, Texas	DID YOU GRADUATE? ☐ Yes ☐ No	DEGREE RECEIVED: Master's
MAJOR: Business Administration	UNITS COMPLETED: 30 - Semester	
DATES: From: 8/1993 To: 12/1996	SCHOOL NAME: Arizona State University	
LOCATION: (City, State/Province) Tempe, Arizona	DID YOU GRADUATE? ☐ Yes ☐ No	DEGREE RECEIVED: Bachelor's
MAJOR: Accounting	UNITS COMPLETED: 148 - Semester	

WORK EXPERIENCE

DATES: From: 8/2017 To: Present	EMPLOYER: Maricopa County	POSITION TITLE: Internal Audit Director
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 301 W. Jefferson Street, Phoenix, Arizona, 85003		COMPANY URL: www.maricopa.gov
PHONE NUMBER: 602-506-1588	SUPERVISOR: Bill Gates - Chairman of Board of Supervisors	MAY WE CONTACT THIS EMPLOYER? ☐ Yes ☐ No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 19	
DUTIES: Responsible for planning, directing, organizing, coordinating, and evaluating the overall activities of the Internal Audit Department which includes independent countywide financial, fiscal compliance, program, IT, operational, and performance audits to promote efficient and effective County services, provide information so that the Board of Supervisors can make informed decisions, and ensure the County is accountable to its residents.		
REASON FOR LEAVING: Not leaving; applying for volunteer committee position		
DATES: From: 9/2015 To: 8/2017	EMPLOYER: State of Arizona - Department of Administration	POSITION TITLE: Statewide Internal Audit Manager
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 100 N. 15th Ave., Phoenix, Arizona, 85007		COMPANY URL: https://doa.az.gov/

PHONE NUMBER: 602-542-1500	SUPERVISOR: Clark Partridge - State Comptroller	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 4	
DUTIES: Directed internal audits of Arizona state agencies and coordinated with the Governor's office on special reviews and consultations.		
REASON FOR LEAVING: Accepted Director position at Maricopa County.		
DATES: From: 10/2007 To: 9/2015	EMPLOYER: State of Arizona - Department of Gaming	POSITION TITLE: Assistant Director - Casino Compliance
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 100 N. 15th Ave., Phoenix, Arizona, 85007		COMPANY URL: https://gaming.az.gov/
PHONE NUMBER: 602-771-4263	SUPERVISOR: Daniel Bergin - Director	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 30	
DUTIES: Directed Arizona casino compliance efforts for a department of 100 employees.		
REASON FOR LEAVING: Accepted position at Department of Administration		

CERTIFICATES AND LICENSES	
TYPE: Certified Public Accountant (CPA)	
LICENSE NUMBER: #16923	ISSUING AGENCY: Arizona State Board of Accountancy

Skills
Nothing Entered For This Section

ADDITIONAL INFORMATION
Nothing Entered For This Section

REFERENCES
Nothing Entered For This Section

Agency-Wide Questions

1. Are you a current employee with the City of Avondale?
No
2. Are you a previous City of Avondale employee?
No
3. If you answered "yes" to the question above, what dates did you work for the City of Avondale?
N/A
4. Are you authorized to work lawfully in the United States of America?
Yes
5. How did you hear about this job opportunity?
Other
6. Are you AmeriCorps, Peace Corps, and /or national service alumni?
No
7. If you are related (by blood or marriage) to a City employee, write the name(s). If not, write N/A.
N/A

Job Specific Supplemental Questions

1. Avondale residency is a requirement for most of the City of Avondale Boards and Commissions. Are you a resident of the City of Avondale?
No
 2. Being a registered voter is a requirement to serve on a City of Avondale Board and Commission. Are you a valid registered voter?
Yes
 3. Are you currently a member of any Avondale Boards, Commissions, or Committees? If yes, please provide additional information. If no, please add N/A.
N/A
 4. Are you currently serving/volunteering in any capacity for a government agency? If yes, please provide additional information. If no, please add N/A.
Currently serving as the Director of the Internal Audit Department at Maricopa County.
 5. Do you own commercial property and/or operate a business in Avondale? If yes, please provide additional information. If no, please add N/A.
N/A
 6. What motivated you to apply and what qualities would you bring as a member?
I'm motivated to apply because I think it's exciting that the City of Avondale has created a new internal audit function. I can offer insights to the audit committee on how leading-edge internal audit services can add value to any organization. I'm currently serving as the Director of the Internal Audit Department at Maricopa County. I'm a CPA with a career in auditing and administration in both the public and private sectors. My experience includes over 18 years in management and executive roles. Prior to joining Maricopa County, I served the State of Arizona as the Statewide Internal Audit Manager. I attended Arizona State University and received a bachelor's degree in accounting. I later graduated from Texas A&M University with a master's in business administration.
 7. What is the most significant contribution you can make as a member of the board, commission, or committee you would like to get appointed to?
I can provide expertise and guidance on the internal audit function and how it can provide meaningful information to leadership.
 8. An individual may be appointed to a maximum of two regularly scheduled board, commission, or committee. Please select any of the following that you would be interested in (select as many or as few as you wish).
Municipal Art Committee
 9. If you selected more than one option in the previous question, please rank your preference (1, 2, 3, etc.). If not applicable, add N/A.
N/A. Note - Question #8 forced a response, so I selected one. Please disregard and see my selection in question #10.
 10. An individual may be appointed to a maximum of one regularly unscheduled board, commission, or committee. Please select any of the following that you would be interested in (select as many or as few as you wish).
Audit Committee *NEW*
 11. If you selected more than one option in the previous question, please rank your preference (1, 2, 3, etc.). If not applicable, add N/A.
N/A
-

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of City of Avondale and will not be returned. I understand that the City of Avondale may contact prior employers and other references. I understand that I must notify the Human Resources Division of any changes in my name, address, or phone number.

This application was submitted by Michael McGee on 10/10/22 2:27 PM

Signature_____

Date_____



Internal Audit

PERFORMANCE REPORT

FISCAL YEAR 2021

Director's Message	1
What We Do	2
Audit Highlights	4
Audit Impact	5
Recognition	6
Awards	7
Value & Quality	8
Independence	9
Advisory Committee	10
Staff Qualifications	11
Meet Our Staff	12

Big thanks to the
Annual Report Project Team:
Tim Lockinger, Audit Supervisor
Megan McPherson, Senior Auditor

DIRECTOR'S MESSAGE



YEAR IN REVIEW

The Internal Audit Department is proud to highlight its performance over the past year. This report reflects the value of internal auditing and our key contributions while continuing to face a challenging pandemic. We worked with our county partners to help improve governance and operational processes with an eye towards achieving county objectives.

Our accomplishments were made possible by collaborative relationships with county partners, backing by the Board of Supervisors, and our outstanding internal audit team. Our efforts did not go unnoticed. This report highlights some of the awards and recognition received.

Successful internal auditing is challenging in a rapidly evolving county. It requires a flexible audit plan and adaptable internal auditors. Thanks to our agile audit methodology, we have a framework to help us navigate changing conditions and to respond when a course correction is needed. Other contributions to our success include:

- Meaningful recommendations for sustained improvements
- Continuous improvement with process standardization
- New perspectives with open communication
- Staff development

We are fortunate to have stability and notably low turnover in our department. Our audit professionals maintain a supportive work environment that has helped foster professional growth and opportunity. I want to thank our dedicated employees for their resolve and optimism throughout the past year. This attitude drives excellence as we look forward to the years ahead.

Michael McGee

Michael McGee

Maricopa County Internal Audit Director

WHAT WE DO

INTERNAL AUDIT

We are a team of professionals that provides independent and objective assessments designed to add value and improve operations. We help the County accomplish its objectives by bringing a systematic, disciplined approach to evaluating and improving the effectiveness of risk management, control, and governance processes.

MISSION

Provide objective information on the County's system of internal controls to the Board of Supervisors so they can make informed decisions and protect the interests of County citizens.

VALUE STATEMENT

Promote the effective, efficient, economical, and ethical use of public resources.

STRATEGIC OBJECTIVES

1. Adopt a **holistic approach** for identifying, prioritizing, and responding to risks in a timely manner.
2. Embrace **agile audit practices** that are flexible and forward-focused.
3. **Collaborate** with other County stakeholders to increase engagement, share best practices, provide new perspectives, and develop an open flow of risk information.
4. Provide the Board of Supervisors **meaningful** assurance, advice, and insight on key risks.
5. Cultivate a **continuous improvement** philosophy that promotes incremental change, problem solving, and sustained improvements.
6. Employ **consistent leadership and staff development** strategies that strengthen performance, retention, and succession.



WHAT WE DO

- CONTINUED -

TYPES OF ENGAGEMENTS

PERFORMANCE AUDITS

Our performance audits examine county programs, functions, operations, or the management systems and procedures to assess whether an agency is achieving economy, efficiency, and effectiveness.

COUNTINUOUS MONITORING

Using data analytics, Internal Audit increases audit coverage by testing transactions relating to high-risk county operations on a periodic basis.

CONTRACT AUDITS

We audit contracts to reduce the risk of non-compliance and improper payments and/or lost revenues.

INFORMATION TECHNOLOGY (IT) AUDITS

Our specialized IT auditors perform assessments of IT systems and internal controls, including system and data security, IT governance, business continuity, and other general controls.

MINIMUM ACCOUNTING STANDARDS

We review the County's judicial services' compliance with the Minimum Accounting Standards set forth and required by the Supreme Court of Arizona, Administrative Office of the Courts.

AUDIT FOLLOW-UP

We perform follow-up procedures to determine if recommendations and action plans are implemented.

CITIZENS FINANCIAL CONDITION REPORT

We prepare a report highlighting the financial strength of the County. This award-winning report provides graphical information on key financial indicators, trends, and benchmark comparisons.

SPECIAL REQUESTS

We provide specialized auditing and consulting services to the Board of Supervisors upon request.

Our Audit Process



Visit www.maricopa.gov/internalaudit

AUDIT HIGHLIGHTS

Visit our website for a complete list of [Audit Reports](#)

KEY AUDIT HIGHLIGHTS (CLICK ON AUDIT TITLE TO VIEW FULL REPORT)

RADIO SYSTEM INFRASTRUCTURE UPGRADE

- Vendor invoices contained over \$2.3M in overcharges.
- Invoice review procedures are being enhanced to help reconcile and verify future charges and discounts.
- Management is working with the vendor to resolve past discrepancies through future billings.

STAR CALL CENTER (ELECTIONS READINESS)

- A more effective and efficient process is needed for recruiting and training temporary call agents.
- A written STAR election plan will be developed for future elections to help ensure successful preparation.
- Opportunities exist to improve tracking and follow-up of voter issues.

EQUIPMENT SERVICES (FUEL USAGE MANAGEMENT)

- Fuel usage monitoring can be enhanced through automated alerts.
- Software enhancements are needed to improve accuracy of fueling information.
- Stronger controls for fuel cards will help ensure appropriate use.

COUNTYWIDE REVENUES (FINES, FORFEITS, AND CHARGES FOR SERVICES)

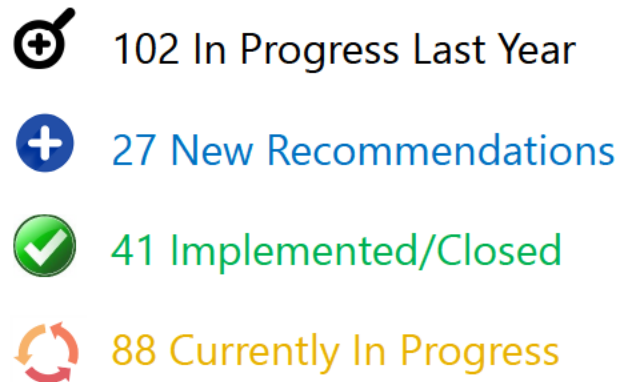
- Opportunities were identified to improve department reviews of discretionary fee levels.
- Guidance was enhanced to assist departments with establishing their fee levels.
- Departments are now required to acknowledge fee reviews as part of their annual budget submissions.

BUDGET SPECIAL REQUESTS (FISCAL YEAR 2020)

- Approved amounts over the baseline budget were used as intended or appropriately adjusted.
- Management made process improvements to tighten monitoring of future budget requests.

RECOMMENDATION IMPLEMENTATION

Action plans and follow-up help ensure recommendations are implemented. Only 8 of the 88 recommendations in progress are over three years old.



100% RECOMMENDATION CONCURRENCE



Meaningful recommendations and agency concurrence are the first step in creating positive change.

During fiscal year 2021, the audited agencies concurred with each new recommendation. All recommendations were accompanied by agreed-upon management action plans.

KEY IMPROVEMENT AREAS

- Workforce Effectiveness & Service Delivery
- Governance & Risk Management
- Contingency Planning
- Data and System Security



RECOGNITION

"Thank you and your team sincerely for all that you do **for and with us.**

We are truly most **appreciative** of the assistance and
collaborative relationship."

- Clerk of the Superior Court

"I have seen a **continual improvement**
in the **clarity** and **usefulness** of your
audit reports. This shows your **dedication**
to continued improvement. Nicely done!"

- Barbara Copping, Citizens Audit Committee

"It was a pleasure working
with you and your team, and
thank you for...sharing your
valuable findings with us."

- Correctional Health

"The audit team was **professional and pleasant** to work with. They
were **open and upfront** with communication on all their processes...
and the recommendations **strongly benefited** the county."

- Equipment Services

"Kudos on the **Cares Act**
Funding project; almost **\$70**
million was distributed to
county businesses and it
couldn't have been done
without Internal Audit."

*- Lee Ann Bohn,
Assistant County Manager*

"Mike and his team have **redefined**
the function of Internal Audit. They
truly understand the concept of being a
solutions-focused business
partner to their customers to help
them thrive!"

- Human Resources

AWARD FOR ANNUAL FINANCIAL REPORTING



The Government Finance Officers Association of the United States and Canada has given an Award for Outstanding Achievement in Popular Annual Financial Reporting to Maricopa County Internal Audit for its *Citizens Financial Condition Report* for the fiscal year ended June 30, 2020.

The Award for Outstanding Achievement in Popular Annual Financial Reporting is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government popular reports.

Visit our website for our award-winning [Citizens Financial Condition Reports](#).

AWARD FOR SMALL BUSINESS COVID-19 RELIEF PROGRAM



"The work that you did made such an impact on people's lives...literally allowed small businesses to keep their doors open."

- Supervisor Bill Gates, District 3

Internal Audit assisted the Department of Budget & Finance in reviewing applications from small businesses and non-profits seeking financial relief for losses resulting from the COVID-19 pandemic.

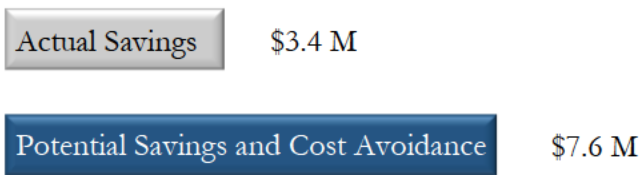
- Reviewed over 5,000 applications and financial information to verify approvals/rejections
- Averaged 1-2 day turnaround time for up to 100 applications per day
- Developed a database to coordinate final grant award decisions and payments
- Performed data analytics and dashboard reporting of program progress
- Supported nearly \$70 million in grant payments to impacted businesses and non-profits

VALUE & QUALITY

VALUE

A robust internal audit function adds value in a variety of ways. For instance, it deters activities such as fraud, waste, noncompliance, etc. It also facilitates positive changes resulting in greater efficiencies. While it is difficult to measure intangible value, internal auditing produces measurable savings, such as identifying improper contractual payments and uncollected revenue.

SAVINGS SINCE FISCAL YEAR 2017



Actual savings include amounts identified for recovery or credit to the County. Potential savings and cost avoidance include identified expenditures that are unnecessary and can be averted going forward.

During fiscal year 2021, internal audit work would have cost nearly twice as much if the auditing function was outsourced to external audit firms.

ANNUAL COST COMPARISON



Our costs include those for providing internal audit services, including estimated amounts for rent, utilities, insurance, and other occupancy costs.

QUALITY ASSURANCE AND IMPROVEMENT PROGRAM

Our quality assurance program covers all aspects of the internal audit activity, in accordance with the International Standards for the Professional Practice of Internal Auditing. Conformance to the standards and the Code of Ethics is verified by:

- Periodic self-assessments – For fiscal year 2021, we reviewed one assurance engagement and one consulting engagement. We determined that our processes and procedures are suitably designed and operating effectively to provide reasonable assurance of conformance with the standards for assurance and consulting engagements.
- External assessments – An assessment of our quality assurance program by an independent party is required once every five years. Our last external assessment was completed in fiscal year 2017 and was performed by representatives from the Association of Local Government Auditors; there were no findings.

INDEPENDENCE

Maricopa County Board of Supervisors



Jack Sellers
District I



Thomas Galvin
District II



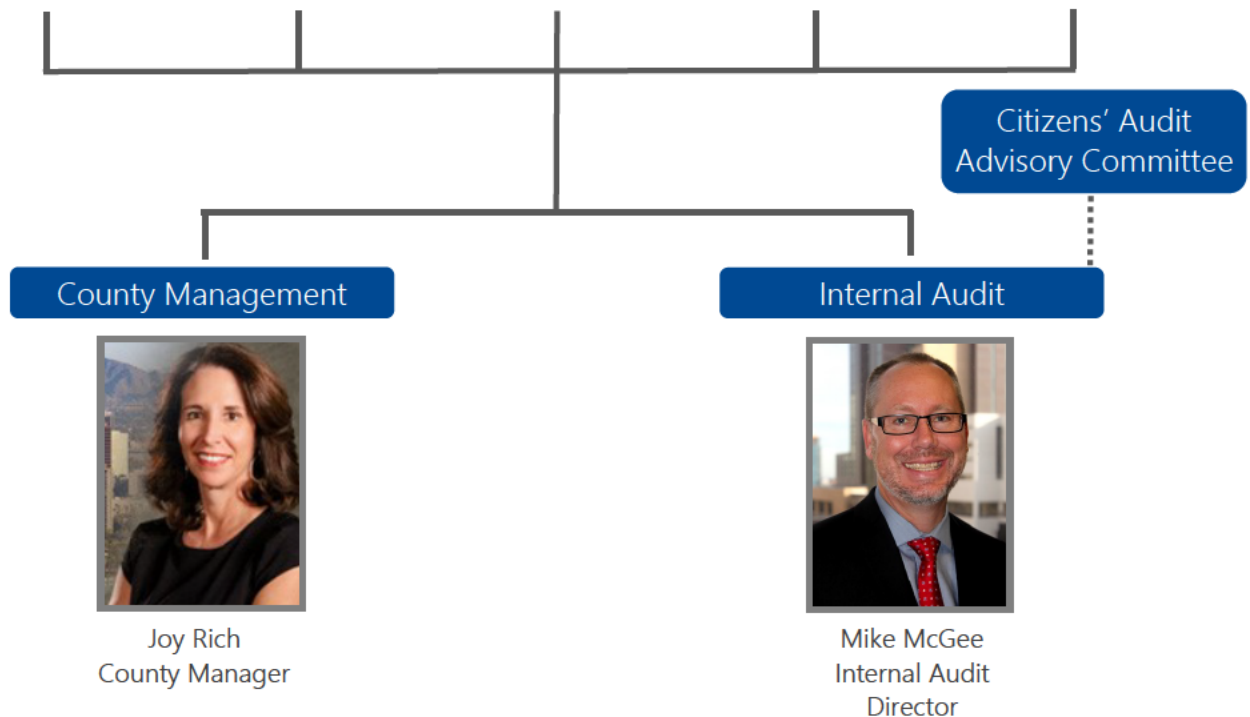
Bill Gates
District III



Clint Hickman
District IV



Steve Gallardo
District V

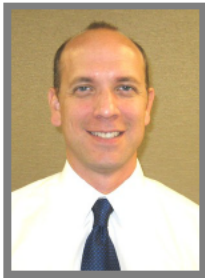


Internal Audit reports directly to the Board of Supervisors. This organizational structure provides assurance that county officials cannot unduly influence the nature or scope of the audit work, and gives the Board a direct line of communication with Internal Audit.

During an engagement, auditors are required to disclose impairment. Auditor independence is also confirmed during regularly scheduled team meetings.

ADVISORY COMMITTEE

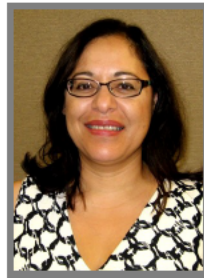
Citizens' Audit Advisory Committee Members Provide Oversight



Ryan Wimmer
District I



Sharron Walker
District II



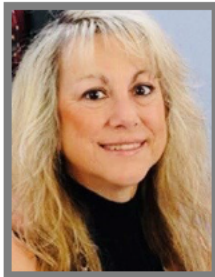
Barbara Coppage
District III



Jenn Siguenza
District IV



Tammy Ryan
District V



Cindy Goelz
County CFO



Mike McGee
Internal Audit
Director



Donna Miller
Office of AZ
Auditor General

Not Pictured:
Andrea Cummings
Attorney's Office

The Board-appointed Citizens' Audit Advisory Committee assists the Board of Supervisors with its oversight responsibilities by considering and reviewing audit plans, findings, recommendations, and general audit activities. The Committee meets at least four times annually or more frequently as circumstances require.

Visit our website for a list of all [Duties and Powers](#) and [Committee Member Biographies](#).



Ramon Ramirez, 2020 Advisory Committee Chairperson, received a plaque for his service.

STAFF QUALIFICATIONS

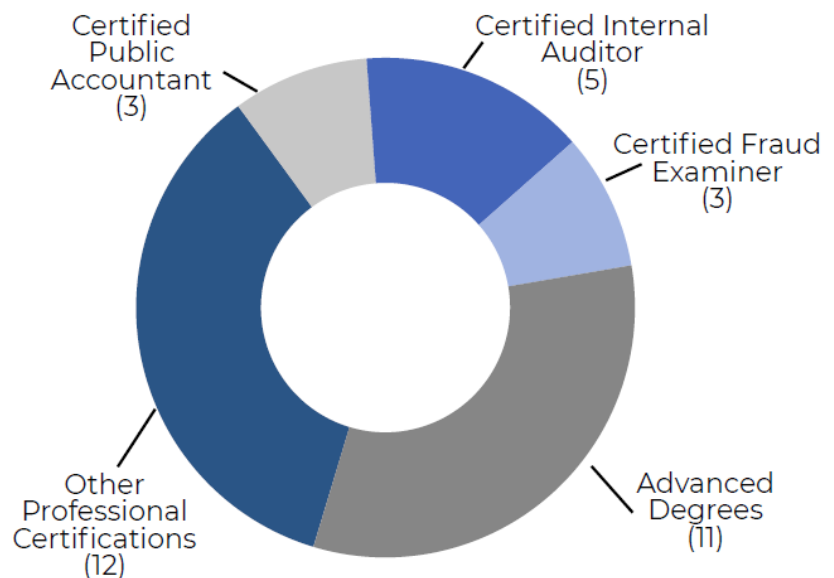
Our staff averages over 15 years of audit & relevant work experience

Our staff has extensive familiarity with professional auditing standards, methods, and techniques, in addition to specialized training in information systems, business and government management, accounting, and fraud detection and deterrence.

Our staff holds 34 professional certifications and advanced degrees.

Additionally, most auditors maintain membership in a variety of professional organizations.

CERTIFICATIONS & ADVANCED DEGREES



PROFESSIONAL ORGANIZATION MEMBERSHIPS

American Institute of Certified Public Accountants (AICPA)

Arizona Society of Certified Public Accountants (ASCPA)

Association of Certified Fraud Examiners (ACFE – National and Arizona Chapter)

Association of Government Accountants (AGA)

Association of Local Government Auditors (ALGA)

Information Systems Audit and Control Association (ISACA – National and Phoenix Chapter)

Institute of Internal Auditors (IIA – National and Phoenix Chapter)

Institute of Management Accountants (IMA)

MEET OUR STAFF



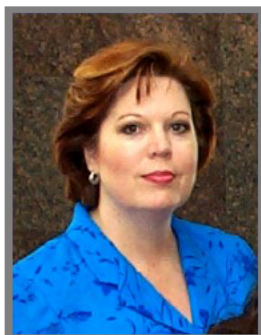
MIKE MCGEE, INTERNAL AUDIT DIRECTOR

Mr. McGee is a Certified Public Accountant with a career in auditing and administration in both the public and private sectors. His experience includes over 18 years in management and senior management positions. Prior to joining Maricopa County, Mike served the State of Arizona as the Statewide Internal Audit Manager. He attended Arizona State University where he received his bachelor's degree in accounting and graduated from Texas A&M University with a master's in business administration.



SUSAN ADAMS, AUDIT MANAGER

Ms. Adams is a Certified Information Systems Auditor. She has a bachelor's degree in accounting from Utah State University and a master's degree in business administration from the University of Utah. She has over 25 years of professional auditing experience, with 20+ years as an information systems auditor. Ms. Adams is a member of ISACA, the Association of Local Government Auditors, and the Institute of Internal Auditors.



PATRA E. CARROLL, INFORMATION TECHNOLOGY AUDIT SUPERVISOR

Ms. Carroll is a Certified Internal Auditor, Certified Information Systems Auditor, and Certified in Risk and Information Systems Control. She has over 20 years of performance and IT auditing experience in the public sector. Ms. Carroll has a master's degree in information management from the W.P. Carey School of Business at Arizona State University.



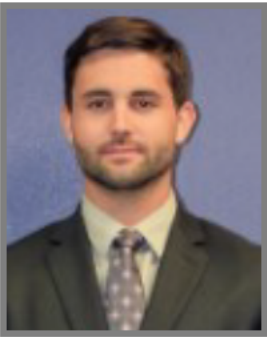
TIM LOCKINGER, AUDIT SUPERVISOR

Mr. Lockinger is a Certified Public Accountant licensed in Arizona and Nevada. He has a bachelor's degree in business administration from the University of Nevada, Las Vegas, and over 30 years of progressive accounting and supervisory experience within the highly regulated gaming industry. He is also experienced in the analysis and development of systems of internal controls. Mr. Lockinger is a member of the Association of Local Government Auditors.



BRIAN NESVIG, AUDIT SUPERVISOR

Mr. Nesvig is a Certified Fraud Examiner with over 10 years of internal audit experience spanning both public and private sectors. He holds a Juris Doctor and a Master of Laws in taxation from the University of San Diego School of Law and a bachelor's degree in economics from St. Olaf College. Mr. Nesvig is a member of the Association of Local Government Auditors and the Association of Certified Fraud Examiners.



KENTON SCHABEN, AUDIT SUPERVISOR

Mr. Schaben is a Certified Information Systems Auditor and a Certified Fraud Examiner. He graduated cum laude from the W.P. Carey School of Business at Arizona State University with a bachelor's degree in finance. He worked in audit and finance prior to joining Internal Audit in 2015. Mr. Schaben is a member of the Association of Local Government Auditors, ISACA, and the Association of Certified Fraud Examiners.



STACY ABERILLA, SENIOR LAW ENFORCEMENT AUDITOR

Ms. Aberilla is a Certified Internal Auditor and Certified Government Auditing Professional, and holds a Certification in Risk Management Assurance. She graduated from the ASU School of Public Affairs with a master's degree in public administration and has 10 years of professional internal audit experience. Her strengths include applying legal and regulatory requirements, project management, research and risk assessment, data analysis, and presenting complex information to stakeholders. Memberships include the Association of Local Government Auditors and the Institute of Internal Auditors.



TIM CARROLL, SENIOR AUDITOR

Mr. Carroll is a Certified Fraud Examiner with over 14 years of professional audit experience. He has a bachelor's degree in business administration (finance) from Bowling Green State University, a bachelor's degree in economic crime investigation from Hilbert College, and a master's degree in economic crime management from Utica College. Mr. Carroll is a member of the Association of Certified Fraud Examiners and the Association of Local Government Auditors.



JENNY CHAN, SENIOR AUDITOR

Ms. Chan is a Certified Internal Auditor and Certified Government Auditing Professional, with over 10 years of professional internal auditing experience. She started as an Internal Audit intern in May of 2007 and became a staff auditor in October of 2007. She has a bachelor's degree in accountancy and computer information systems from the W.P. Carey School of Business at Arizona State University. Ms. Chan is a member of the Institute of Internal Auditors, Association of Local Government Auditors, and the Arizona Chapter of Certified Fraud Examiners.



DAN GRIEDL, SENIOR AUDITOR

Mr. Griedl is a Certified Public Accountant and a Certified Internal Auditor. He has a bachelor of business administration degree majoring in accounting from the University of Wisconsin-Oshkosh, with over 30 years of audit experience. He was a consultant on a large five-year contract compliance and cost recovery project. He has experience in aerospace, public utilities, oil and gas, real estate investments, securities, and public accounting. Mr. Griedl is a member of the Institute of Internal Auditors and is a Past President of the Phoenix Chapter of the Institute of Internal Auditors.



MEGAN M. MCPHERSON, SENIOR AUDITOR

Ms. McPherson is a Certified Internal Auditor. She graduated from the W.P. Carey School of Business at Arizona State University with a bachelor's degree in finance, and holds a master's degree in teaching economics and business. She began her audit career with Wells Fargo Bank and has more than 14 years of professional internal auditing experience. Ms. McPherson is a member of the Institute of Internal Auditors, Association of Local Government Auditors, and Association of Certified Fraud Examiners. She also teaches an accounting course at a local community college.



CHRIS MOORE, SENIOR IT AUDITOR

Mr. Moore is a Certified Information Systems Auditor with over 10 years of auditing experience between public and private sectors. He graduated magna cum laude from the W.P. Carey School of Business at Arizona State University with bachelor degrees in accountancy and management. Mr. Moore is a member of ISACA.



MIREYDA VILLARREAL-SANCHEZ, SENIOR AUDITOR

Ms. Villarreal-Sanchez joined Internal Audit in December 2018. She has a bachelor's degree from Brigham Young University in business management with an emphasis in international finance. She has over 16 years of compliance and performance government auditing experience while employed at the State of Arizona working for the Departments of Economic Security, Revenue, and Transportation. She is currently pursuing her master's in business administration degree through Grand Canyon University. Ms. Villarreal is a member of the Association of Local Government Auditors.



KERRISHA ALLEN, INTERNAL AUDITOR

Ms. Allen holds a bachelor's degree in general studies from the University of Nebraska-Omaha and is a graduate from Southern New Hampshire University with a master's degree in operation and project management. She started her audit career with the State of Arizona and has over four years of auditing experience. She is a member of the Association of Local Government Auditors. She is also a Certified Adult Educator in the State of Arizona.



BRENDA ERRAN, INTERNAL AUDITOR

Ms. Erran joined Internal Audit in June 2018. She holds a Bachelor of Science in Accounting from Grand Canyon University and has more than six years of experience working in the accounting field and preparing individual taxes. She enjoys being an active member of her community by volunteering her time with the Volunteer Income Tax Assistance (VITA) program. Ms. Erran is a member of the Association of Local Government Auditors and the Institute of Internal Auditors.



TOBI SALINAS, INTERNAL AUDITOR

Mr. Salinas joined Internal Audit in July 2021. He holds a Bachelor of Science in Finance from the W.P. Carey School of Business at Arizona State University. He is a member of the Association of Local Government Auditors.



AMANDA ZIBELL, SENIOR BUSINESS SYSTEMS ANALYST

Ms. Zibell joined Internal Audit in July 2019. Her experience includes over 20 years in government, 15 of those years with the State of Arizona in various accounting, auditing and technical roles. She has a bachelor of science in business management and a master's in business administration. Her professional profile comprises a technical support background which includes accounting, auditing, software and database implementation projects, data analytics, and end user training.



KAREN SMITH, EXECUTIVE ASSISTANT

Ms. Smith joined Internal Audit in March 2019. She has an associate's degree in legal assisting from Everest College and a bachelor's degree in psychology from Ottawa University. She has more than 16 years of experience working in law firms, including 8 years as a paralegal and 7 years as an executive assistant to managing members and c-level executives.

THANK YOU FOR YOUR SERVICE!



Kimberly Abbott
Internal Auditor

EMPLOYMENT APPLICATION



CITY OF AVONDALE
11465 W. Civic Center Drive Human Resources Department
Avondale, Arizona 85323
623-333-2200
<http://www.avondaleaz.gov/careers>

Pacheco, Norma L
2022-CCB&C BOARD & COMMISSION MEMBER

Received: 11/2/22 9:15 AM

For Official Use Only:

QUAL: _____

DNQ: _____

☐ Experience

☐ Training

☐ Other: _____

PERSONAL INFORMATION

POSITION TITLE: BOARD & COMMISSION MEMBER		EXAM ID#: 2022-CCB&C
NAME: (Last, First, Middle) Pacheco, Norma L		SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		EMAIL ADDRESS: [REDACTED]
HOME PHONE: [REDACTED]		
DRIVER'S LICENSE: ☒ Yes ☐ No	DRIVER'S LICENSE: State: AZ	LEGAL RIGHT TO WORK IN THE UNITED STATES? ☒ Yes ☐ No
What is your highest level of education? Some College		

PREFERENCES

MINIMUM COMPENSATION: \$0.00 per hour; \$0.00 per year	ARE YOU WILLING TO RELOCATE? ☐ Yes ☐ No ☐ Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular	
TYPES OF WORK YOU WILL ACCEPT: Full Time	
SHIFTS YOU WILL ACCEPT: Day, Evening	
OBJECTIVE: To give back to the community using skills and knowledge acquired while employed in school districts.	

EDUCATION

DATES: From: 8/1990 To: 6/2007	SCHOOL NAME: Central Arizona College	
LOCATION: (City, State/Province) Coolidge, Arizona	DID YOU GRADUATE? ☐ Yes ☒ No	DEGREE RECEIVED: No Degree
MAJOR: Business Management	UNITS COMPLETED: 36 - Semester	

WORK EXPERIENCE

DATES: From: 11/2009 To: 6/2017	EMPLOYER: Union Elementary School District	POSITION TITLE: Executive Director of Business Services & Director of Human Resources
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 3834 S. 91st Avenue, Tolleson, Arizona, 85353		COMPANY URL: uesd.org
PHONE NUMBER: 623-478-5007	SUPERVISOR: Lorah Neville - Superintendent	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 45	
DUTIES: Executive Director of Business Services: Responsible for all district operations, including payroll, accounts payable, accounts receivable, warehouse, purchasing, facility maintenance and construction, sale of bonds, food services, transportation services. Responsible for all county, state, and federal reporting of revenues and expenditures and adherence to state and federal regulations. Director of Human Resources: Responsible for employee contracts and compensation for all employees, recruiting and hiring, reporting data to state and federal agencies pertaining to certification and adherence to OSHA, Workers Compensation, Unemployment, and participating in legal reviews of the areas noted.		
REASON FOR LEAVING: Retirement		

CERTIFICATES AND LICENSES

TYPE: Arizona Association of School Business Officials

LICENSE NUMBER: na	ISSUING AGENCY: na
-----------------------	-----------------------

Skills

OFFICE SKILLS: Typing: Data Entry:
OTHER SKILLS:
LANGUAGE(S): Spanish - ☐ Speak ☐ Read ☐ Write

ADDITIONAL INFORMATION

Volunteer Experience Served on the board of directors for Alhambra Credit Union for six years.
Additional Information Hold a certificate in school business management from the Arizona School Business Officials. For several years the school districts I worked in were awarded a Certificate of Excellence for Financial Reporting by the International Association of Business Officials and the Government Accountability Office.

REFERENCES

REFERENCE TYPE: Professional	NAME: Dudley Butts	POSITION: Former Superintendent
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS:		PHONE NUMBER: 623-694-2164

Agency-Wide Questions

1. Are you a current employee with the City of Avondale?
No
2. Are you a previous City of Avondale employee?
No
3. If you answered "yes" to the question above, what dates did you work for the City of Avondale?
Have not worked for the City of Avondale
4. Are you authorized to work lawfully in the United States of America?
Yes
5. How did you hear about this job opportunity?
Referral
6. Are you AmeriCorps, Peace Corps, and /or national service alumni?
No
7. If you are related (by blood or marriage) to a City employee, write the name(s). If not, write N/A.
n/a

Job Specific Supplemental Questions

1. Avondale residency is a requirement for most of the City of Avondale Boards and Commissions. Are you a resident of the City of Avondale?
Yes
 2. Being a registered voter is a requirement to serve on a City of Avondale Board and Commission. Are you a valid registered voter?
Yes
 3. Are you currently a member of any Avondale Boards, Commissions, or Committees? If yes, please provide additional information. If no, please add N/A.
n/a
 4. Are you currently serving/volunteering in any capacity for a government agency? If yes, please provide additional information. If no, please add N/A.
n/a
 5. Do you own commercial property and/or operate a business in Avondale? If yes, please provide additional information. If no, please add N/A.
n/a
 6. What motivated you to apply and what qualities would you bring as a member?
I feel I can give back to the community with the skills and knowledge I have acquired while working 30 years in school districts.
 7. What is the most significant contribution you can make as a member of the board, commission, or committee you would like to get appointed to?
I feel I can be fair and impartial and make sound decisions on what is best for the community.
 8. An individual may be appointed to a maximum of two regularly scheduled board, commission, or committee. Please select any of the following that you would be interested in (select as many or as few as you wish).
Neighborhood and Family Services Commission
 9. If you selected more than one option in the previous question, please rank your preference (1, 2, 3, etc.). If not applicable, add N/A.
n/a
 10. An individual may be appointed to a maximum of one regularly unscheduled board, commission, or committee. Please select any of the following that you would be interested in (select as many or as few as you wish).
Audit Committee *NEW*, Employee Benefit Trust Board, Risk Management Trust Fund Board / Worker's Compensation Board
 11. If you selected more than one option in the previous question, please rank your preference (1, 2, 3, etc.). If not applicable, add N/A.
1. Audit Committee 2. Risk Management Trust Fund Board/Worker's Compensation Board 3. Employee Benefit Trust Board
-

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of City of Avondale and will not be returned. I understand that the City of Avondale may contact prior employers and other references. I understand that I must notify the Human Resources Division of any changes in my name, address, or phone number.

This application was submitted by Norma L Pacheco on 11/2/22 9:15 AM

Signature_____

Date_____