



City of Avondale
City Council Meeting
Monday, February 6, 2023

Mayor and Council

Kenneth Weise, Mayor

Mike Pineda, Vice Mayor

Tina Conde, Council Member | Curtis Nielson, Council Member

Veronica Malone, Council Member | Gloria Solorio, Council Member

Max White, Council Member

Administration

Ron Corbin, City Manager

Cherlene Penilla, Assistant City Manager | Tracy Stevens, Assistant City Manager

Nicholle Harris, City Attorney | Marcella Carrillo, City Clerk

City Council Chambers

11465 West Civic Center Drive
Avondale, AZ 85323



City Council Meeting
Notice & Agenda
Monday, February 6, 2023

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

**SPECIAL MEETING
5:30 PM**

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. EMPLOYEE INTRODUCTIONS (DISCUSSION ONLY)

Fire and Medical Department - New Employee Introductions

- Jeff Henderson, Firefighter
- Rhett Livingston, Firefighter
- Oscar Lopez Coronel, Firefighter
- Jacob Sease, Firefighter

Fire and Medical Department - Swearing-In Ceremony

- Justin Ernst will be sworn in as the new Assistant Fire Chief of the City of Avondale.

3. PRESENTATION OF SIGNED FOOTBALL BY SANTONIO HOLMES

Mr. Santonio Holmes, Former NFL Wide Receiver and Super Bowl XLIII MVP, will present an autographed football to the Mayor, Vice Mayor, and Council members as a token of appreciation to the community. This item is for discussion only.

4. ADJOURNMENT

REGULAR MEETING

6:00 PM

CALL TO ORDER BY MAYOR PLEDGE OF ALLEGIANCE & MOMENT OF REFLECTION

1. ROLL CALL BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES (Time is limited per person. Please state your name.)

3. CONSENT AGENDA

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

a. MINUTES

City Council will consider a request to approve the January 9, 2023 City Council meeting minutes. The Council will take appropriate action.

b. BUDGET ADJUSTMENT FOR THREE REAR LOAD GARBAGE TRUCKS

City Council will consider a request to authorize the use of contingency funds in the amount of \$1,095,000 for the purchase of three new rear load garbage trucks, amend the award authority necessary to facilitate the purchase, and authorize staff to take the necessary actions to facilitate this request. The Council will take appropriate action.

c. RENAMING OF THE AVONDALE COMMUNITY CENTER

City Council will consider a request to approve the Parks and Recreation Advisory Board's recommendation to adopt the name of "Mountain View Community Center" for the renovated facility that was formerly known as the "Avondale Community Center", and authorize staff to take the necessary actions to facilitate this request. The Council will take appropriate action.

d. RESOLUTION 1009-0223 – INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOLLESON FOR THE DEANNEXATION AND ANNEXATION OF VAN BUREN STREET RIGHT OF WAY

City Council will consider a request to adopt Resolution 1009-0223 authorizing an Intergovernmental Agreement with the City of Tolleson for the deannexation and annexation of the eastbound lanes of Van Buren Street right-of-way from 99th Avenue to 107th Avenue and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 1012-0223 - AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LITCHFIELD PARK FOR FLEET MAINTENANCE AND REPAIR SERVICES

City Council will consider a request to adopt Resolution 1012-0223 approving an Amended and Restated Intergovernmental Agreement with the City of Litchfield Park for the City of Avondale Fleet Maintenance Division of Public Works to provide preventative maintenance and repair services for the City of Litchfield Park automobile and equipment fleet, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take the appropriate action.

f. ORDINANCE 2007-0223 – ABANDONMENT OF A SLOPE EASEMENT ON CITY-OWNED PROPERTY

City Council will consider a request to adopt Ordinance 2007-0223 authorizing the abandonment of a slope easement located generally north of Western Avenue and east of the 9th Street alignment and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. ORDINANCE 2008-0223 – ABANDONMENT OF A PUBLIC UTILITY EASEMENT ON CITY-OWNED PROPERTY

City Council will consider a request to adopt Ordinance 2008-0223 authorizing the abandonment of a public utility easement located generally north of Western Avenue and east of the 9th Street alignment and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. ORDINANCE 2009-0223 – ABANDONMENT OF 9TH STREET RIGHT OF WAY

City Council will consider a request to adopt Ordinance 2009-0223 authorizing the abandonment of the 9th Street public right of way located generally north of Western Avenue and east of Dysart Road 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 2010-0223 – ABANDONMENT OF TEMPORARY DRAINAGE EASEMENTS ON CITY-OWNED PROPERTIES

City Council will consider a request to adopt Ordinance 2010-0223 authorizing the abandonment of temporary drainage easements located generally north of Western Avenue and east of the 9th Street alignment 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 2011-0223 – SRP POWER DISTRIBUTION EASEMENT FOR THE AVONDALE AQUATIC CENTER

City Council will consider a request to adopt Ordinance 2011-0223 authorizing the granting of a power distribution easement to Salt River Project (SRP) 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.

4. REGULAR AGENDA

a. OVERVIEW OF CITY DEBT AND BONDS

Staff will present an overview of the city's debt and bonds and provide information on possible financing options for future city projects. This item is for discussion only.

5. ADJOURNMENT

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

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica o por video. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

CITY COUNCIL REPORT

SUBJECT: Presentation of Signed Football by Santonio Holmes

MEETING DATE: 2/6/2023

TO: Mayor and Council

FROM: Kenneth Chapa, Economic Development and Tourism Director

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:

Mr. Santonio Holmes, Former NFL Wide Receiver and Super Bowl XLIII MVP, will present an autographed football to the Mayor, Vice Mayor, and Council members as a token of appreciation to the community. This item is for discussion only.

BACKGROUND:

Former NFL Wide Receiver and Super Bowl XLIII MVP Santonio Holmes is hosting a Charity Golf Tournament to support "10 All In" at Avondale's Coldwater Gold Club on February 11, 2023. The tournament will benefit his non-profit, 10 All In, a STEAM-based program used to educate, motivate and provide opportunities for economically underrepresented communities in our nation. "10 All In" was founded by Santonio Holmes to utilize STEAM-based programs to educate, motivate, and provide opportunities for economically underrepresented communities in our nation. The organization uses an empathetic and interactive approach to connect with the community.

DISCUSSION:

Santonio Holmes, the former NFL player, will be presenting an autographed football to the Mayor, Vice Mayor, and Council members.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: Kenneth Chapa

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 2/6/2023

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk

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. The meeting minutes provide another outlet for residents to connect with the City Council.

PURPOSE:

City Council will consider a request to approve the January 9, 2023 City Council meeting minutes. The Council will take appropriate action.

BACKGROUND:

Pursuant to Arizona Revised Statute §§ 38-431.01(B), the City must provide written minutes of all City Council meetings.

DISCUSSION:

City Council met on January 9th and the attached minutes have been prepared for approval.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the January 9, 2023 City Council meeting minutes.

Contact person for document distribution: Chris Pierson

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
January 9, 2023

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 5:33 p.m.

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

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Cherlene Penilla, Assistant City Manager; Tracy Stevens, Assistant City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Edith Baltierrez, Neighborhood and Family Services Assistant Director; 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; Craig Jennings, Judge; Corey Larriva, Parks & Recreation Assistant Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development Services Director; Abril Ruiz-Ortega, Court Administrator; Larry Rooney, Acting Fire Chief; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; Aric Stewart, Engineering Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 100 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. INSTALLATION OF CITY COUNCIL

The newly elected Council Members Tina Conde, Curtis Nielson, and Max White took their Oaths of Office. This item was for discussion only.

3. EMPLOYEE RECOGNITION

City Council recognized Cherlene Penilla and Tracy Stevens for their service as Acting City Manager and Acting Assistant City Manager. This item was for discussion only.

4. ADJOURNMENT

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

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

Council Member Conde	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye

Council Member Solorio	Aye
Council Member White	Aye
Vice Mayor Malone	Aye
Mayor Weise	Aye

Meeting adjourned at 6:05 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 6:14 p.m.

Mayor Kenn Weise led the Pledge of Allegiance, followed by a moment of silent reflection in remembrance of Jeremy Remele, City of Avondale employee who passed away on December 31, 2022.

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

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Cherlene Penilla, Assistant City Manager; Tracy Stevens, Assistant City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Edith Baltierrez, Neighborhood and Family Services Assistant Director; 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; Corey Larriva, Parks & Recreation Assistant Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development Services Director; Larry Rooney, Acting Fire Chief; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; Aric Stewart, Engineering Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately five members of the public were present.

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

2. UNSCHEDULED PUBLIC APPEARANCES

A member of the public, Jeff Uber, submitted a request to speak; however, was not present when called to speak.

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. Council Member White requested item 3b be removed from the Consent Agenda to be considered separately. Motion was made by Vice Mayor Malone, seconded by Council Member White, to approve the Consent Agenda with the exception of item 3b.

Upon vote, the motion carried unanimously 7 to 0.

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

a. MINUTES

City Council approved the November 21, 2022, December 5, 2022, and December 12, 2022 City Council meeting minutes.

b. SERIES 12 (RESTAURANT) LIQUOR LICENSE - VALLEY GOLF CENTER

This item was pulled from the consent agenda to be considered separately. Full discussion and vote is listed below.

c. QUARTERLY BUDGET TRANSFERS

City Council (a) approved quarterly budget transfers as summarized in the attached Exhibit A; (b) amended awarding authority based off the attached report; (c) modified the interfund transfer schedule; and (d) authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

d. RESOLUTION 1001-0123 GRANT-IN-AID AGREEMENT WITH TOHONO O'ODHAM NATION

City Council adopted Resolution 1001-0123, accepting grant funding from the Tohono O'odham Nation in the amount of \$15,000 and authorized and directed staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

e. RESOLUTION 1002-0123 COMMUNITY PROJECT FUNDING GRANT AGREEMENT FOR IMPROVEMENTS TO WESTERN AVENUE

City Council adopted Resolution 1002-0123, authorizing Grant Agreement No. B-22-CP-AZ-0025, with the Department of Housing and Urban Development (HUD) in the amount of \$1,570,000, for improvements to Western Avenue in Historic Old Town Avondale and to authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

f. RESOLUTION 1003-0123 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

City Council adopted Resolution 1003-0123, approving an Intergovernmental Agreement with the City of Phoenix and Other Political Subdivisions for the acceptance of the Edward Byrne Memorial Justice Assistance Grant and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

g. SECOND AMENDMENT TO THE FINANCIAL ASSISTANCE AGREEMENT WITH ARIZONA COMPLETE HEALTH

City Council approved a Second Amendment to the Financial Assistance Agreement with Arizona Complete Health Arizona, Inc. (AzCH) to receive funding to support the operation of the Arizona Complete Health Avondale Resource Center in the amount of \$340,429.63 and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

h. ADOPTION OF ACTIVE TRANSPORTATION PLAN

City Council adopted the Active Transportation Plan (ATP) for future implementation. "Active transportation" is a means of getting around that is powered by human energy, primarily walking and bicycling.

i. MINOR LAND DIVISION - VILLAGES AT RIVER GROVE - APPLICATION PL-22-0268

City Council approved a request by Dan Mann of 3 engineering, LLC, on behalf of Michael Wong of Clear Sky Capital River Grove, LP, for approval of a Minor Land Division – Villages at River Grove located at the southeast corner of Buckeye Road and El Mirage Road.

j. "SWC 107TH AVENUE AND MCDOWELL ROAD" – FINAL PLAT – APPLICATION PL-22-0157

City Council approved a request by Juan Romero, on behalf of property owner FER Properties, QuikTrip and DOC-10815 West McDowell Road MOB LLC for approval of a Final Plat for a site located at the southwest corner of 107th Avenue and McDowell Road. The proposed Final Plat splits a 10.2-acre parcel into 4 parcels, dedicates a Public Utility Easement (PUE) and sidewalk easement along McDowell Road that ranges from 8-12 feet in width, dedicates an 8-foot PUE along 107th Avenue, and dedicates waterline easements on the property.

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

b. SERIES 12 (RESTAURANT) LIQUOR LICENSE - VALLEY GOLF CENTER

City Council considered a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Jeffrey Craig Miller for the sale of alcohol at Valley Golf Center located at 12247 West Indian School Road in Avondale and authorize the City Clerk to execute the necessary documents.

In response to Council Member White's questions, Richard Oldenburg, owner of Valley Golf Center, said they have not sold liquor in the past. They have recently added a restaurant facility and patio and the next step is to apply for their liquor license. Approximately four years ago they put in eight Top Tracer units that would track the ball. There are now 80 stations, 16 with a monitor and 12 in a grass area that can be accessed from a mobile device. After investing heavily, it is time to move to the next stage.

Council Member White moved to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Jeffrey Craig Miller for the sale of alcohol at Valley Golf Center located at 12247 West Indian School Road in Avondale and authorize the City Clerk to execute the necessary documents; Council Member Pineda seconded the motion.

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

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

4. REGULAR AGENDA

Note from the City Clerk: Items 5a, 5b, and 5c were presented together and voted on individually.

a. PUBLIC HEARING AND RESOLUTION 1004-0123 - MINOR GENERAL PLAN AMENDMENT FOR ALAMAR - APPLICATION PL-22-0067

City Council held a public hearing and considered a request to adopt Resolution 1004-0123, approving a request by Brookfield Lakin LLC for a Minor Amendment to the Avondale General Plan 2030 Land Use Map for the Alamar Planned Area Development

(PAD), and authorize the Mayor, City Manager, City Attorney and City Clerk to execute the necessary documents. If approved, the proposed Minor General Plan Amendment will amend the General Plan 2030 Land Use Map designation from Rural Low Density Residential (RLDR) to Medium Density Residential (MDR) for a ten-acre parcel of land known as the Church Parcel. A concurrent request for a Major PAD Amendment (PL-22-0089; to be covered in a separate item) will rezone this same parcel to Alamar PAD to incorporate it into the Alamar master-planned community.

Ann Dolmage, Senior Planner, presented the Minor General Plan Amendment and Major Planned Area Development Amendment for the Alamar Master Plan Community. Alamar is located west of Avondale Blvd. and north and south of the Broadway Road alignment. If approved, it would encompass 1,150 gross acres that is zoned PAD and has multiple General Plan Land Use Designations.

Focus areas include:

- The Church parcel, formerly owned by the St. John Vianney Church, located to the north at the southwest corner of 125th Avenue and Illini Street and is undeveloped.
- The Yerington parcel to the south and located north and east of the intersection of Chambers Ave. and El Mirage Rd.
- Steadfast Farm parcel in the center on El Mirage Rd.
- Heritage site on the west side along Dysart Rd.

The Minor General Plan Amendment affects only the Church parcel and would amend the General Plan land use designation from rural low density residential to medium density residential. It does not adversely affect land use in the area and would provide Alamar with additional residences. The developer is required to construct infrastructure and make necessary improvements. The request is consistent with the goals in the General Plan 2030.

The Major PAD Amendment includes:

- Rezoning the 10-acre church parcel and the 10-acre Yerington parcel from Rural Residential 43 to Alamar PAD. This will increase the total size of Alamar to 1,150 acres overall and add 341 residential lots.
- Remove Heritage site, that was expected to be a living museum and event center focused on agricultural topics and programs. This expected use and program would be relocated to the 2-acre Steadfast Farm to produce vegetables, fruits, flowers, and operate a farm store through a community-supported agriculture program.

The PAD amendment is compatible with adjacent uses and provides adequate transition between housing types and nearby properties, open space, elementary school, public parks, public safety, and amenities throughout Alamar. The proposed modifications are consistent with the existing design quality for Alamar and conform with the General Plan and the City's design manuals.

The applicant provided certificates of adequate school capacity for both Littleton Elementary and Tolleson Union High School. The applicant has dedicated land for a new elementary school within Alamar that is expected to open later this year. The Tolleson Union High School owns property outside of Alamar that is presently undeveloped, and the plan is to build a new high school on that within the next two years.

A neighborhood meeting was held on June 28, 2022 with 12 attendees plus staff. Attendees asked for more details about the project and posed questions pertaining to the status of amenities within or near Alamar, a traffic signal at Avondale and Broadway Road, the community park, the elementary school, and commercial site at the northwest corner of Avondale and Broadway. The applicant was present to answer questions. No comments were submitted via the City's platform.

This project was presented to the Planning Commission on November 15, 2022. The issue of school capacity was discussed, as the forms provided were from 2017 when Alamar was originally established. Since that meeting the applicant has provided updated certificates. Public speakers present spoke of a concern with homes being demolished. They were reassured the changes affect the vacant properties; no homes will be torn down. The Planning Commission voted to recommend approval 4-0.

Mayor Weise opened the public hearing and did not receive any requests to speak. Mayor Weise closed the public hearing and opened the floor for comments from Council. No Council Members presented comments or questions.

Council Member White moved to adopt Resolution 1004-0123, approving PL-22-0067, a request for a Minor Amendment to the General Plan 2030 Land Use Map changing the Land Use designation of the Church Parcel from Rural Low Density Residential to Medium Density Residential; Council Member Nielson seconded the motion.

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

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

b. PUBLIC HEARING AND ORDINANCE 2001-0123 - MAJOR PLANNED AREA DEVELOPMENT AMENDMENT FOR ALAMAR - APPLICATION PL-22-0089

City Council held a public hearing and considered a request to adopt Ordinance 2001-0123, approving a request by Brookfield Lakin LLC for a Major Planned Area Development Amendment to the 1,130 gross acre Alamar Planned Area Development (PAD), west of Avondale Boulevard and north and south of the Broadway Road alignment.

Mayor Weise opened the public hearing and did not receive any requests to speak. Mayor Weise closed the public hearing and did not receive any comments from the Council. No Council Members presented comments or questions.

Council Member White moved to adopt Ordinance 2001-0123, approving PL-22-0089, a request to amend the Alamar Planned Area Development, subject to six (6) conditions of approval as listed in the staff report; Council Member Solorio seconded the motion. Upon vote, the motion was carried unanimously 7 to 0.

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

c. PUBLIC HEARING AND ORDINANCE 2002-0123 – ALAMAR REZONING TO PLANNED AREA DEVELOPMENT (PAD) – APPLICATION PL-22-0089

City Council held a public hearing and considered a request to adopt Ordinance 2002-0123, approving a request by Brookfield Lakin, LLC to rezone approximately 10 acres generally located south and west of the intersection of Illini Street and 125th Avenue from medium density residential to Alamar Planned Area Development (“Alamar PAD”) and to rezone 10 acres generally located along El Mirage Road, north and east of the intersection of Chambers Avenue and El Mirage Road from Rural Residential-43 to Alamar PAD.

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

Mayor Weise said he is glad to see there will be a public farm component as part of Alamar, as it is important to keep the history of what Avondale was and what that property was for many years.

Vice Mayor Malone moved to adopt Ordinance 2002-0123, approving PL-22-0089, a request to rezone approximately 10 acres generally located south and west of the intersection of Illini Street and 125th Avenue from Rural Residential-43 to "Alamar PAD" and to rezone 10 acres generally located along El Mirage Road, north and east of the intersection of Chambers Avenue and El Mirage Road from Rural Residential-43 to Alamar PAD, subject to six recommended conditions of approval as listed in the staff report; Council Member Conde seconded the motion.

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

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

**d. PUBLIC HEARING AND ORDINANCE 2003-0123 – STONECREEK ANNEXATION–
APPLICATION PL-22-0234**

City Council held a public hearing and considered a request to adopt Ordinance 2003-0123, approving 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.

Michelle Simerdla, Senior Planner, presented the StoneCreek annexation to allow a public hearing on the proposed annexation of approximately 18.9 acres located approximately 1,280 feet west of the southwest corner of 107th Avenue and McDowell Road. This site is currently vacant with an existing billboard in the southwest corner.

Surrounding land uses and zoning districts:

- East is the Rehabilitation Hospital that is under construction and zoned Freeway Commercial (C-3)
- South of I-10 Freeway is Avondale Gateway Center PAD that is currently vacant
- West is an agricultural equipment store zoned Community Commercial (C-2)
- North of McDowell Rd. are single family homes zoned Crystal Gardens PAD

The current county zoning is Intermediate Commercial (C-2), which is equivalent to Avondale Community Commercial (C-2). The purpose of the request is to accommodate future development. No plans have been submitted for review at this time. The request meets all state requirements, the blank petition has been filed, and all notifications have been completed per State statute. A public hearing was held on December 5, 2022.

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

Council Member Nielson inquired where the Rehabilitation Hospital fits and if it is C-3. Ms. Simerdla noted it is to the east of Cleary Sky Health. Mayor Weise confirmed it is C-3.

Council Member Nielson moved to adopt Ordinance 2003-0123, annexing approximately 18.9 acres located approximately 1,280 feet west of the southwest corner of 107th Avenue and McDowell Road, Application PL-22-0234 StoneCreek Annexation; Council Member Solorio seconded the motion.

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

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

e. RESOLUTION 1005-0123 - LAND USE ASSUMPTIONS, INFRASTRUCTURE IMPROVEMENT PLAN AND NOTICE OF INTENT

City Council considered a request to adopt Resolution 1005-0123, adopting the Land Use Assumptions (LUA), Infrastructure Improvement Plan (IIP) and a notice of intent to adopt revised development impact fees and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary document.

Rob Baer, Budget Manager, presented the process to adopt modified impact fees in the City, that includes adoption of an infrastructure improvement plan, land use assumptions, and notice of intent to modify the City's impact fees. A public hearing will be held on February 27, 2023.

Council Member White moved to Resolution 1005-0123, adopting the Land Use Assumptions, Infrastructure Improvement Plan, and adopting a notice of intent to assess development impact fees in compliance with state law and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Vice Mayor Malone seconded the motion.

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

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

f. COUNCIL APPOINTMENTS TO REGIONAL AND LOCAL BOARDS, COMMISSIONS, AND COMMITTEES

City Council considered a request to appoint members of the City Council to various regional and local boards and committees.

Liz Barker Alvarez, Intergovernmental Affairs Administrator, provided an overview of the purpose and meeting frequency of various regional and local boards and committees the Mayor and Council Members are appointed to. It is the practice of the Council to review

representation on such boards and committees, as listed on the agenda, at the January meeting following an election. Should additional opportunities to represent Avondale on other boards and committees arise, the Mayor will gauge interest from Council Members via email prior to deciding, or it may come before the Council as appropriate.

The following are related to the Mayor, who holds these positions because of being mayor, or is currently appointed and his term has not expired.

- Maricopa Association of Governments (MAG) works to ensure works to ensure coordination and collaboration among the various government entities in the region on issues of mutual interest or concern, including transportation, economic development, and human services. MAG members include 27 cities and towns, three sovereign Indian nations, two counties and one state agency.
- The MAG Regional Council is the governing and policy making body of MAG and is comprised of elected officials appointed by each MAG member agency. The regional council meets monthly on the fourth Wednesday of each month at 11:30. The mayors of most city or town members serves as a Regional Council Representative, as is the case with Avondale.
- The MAG Executive Committee is empowered to address the business that arises between Regional Council meetings and serves as MAGs Finance Committee. The Executive Committee consists of at least three Regional Council members who are elected at the annual meeting to serve for a year until the next annual meeting. The Executive Committee is required to include the Chair, Vice Chair, and Treasurer of the Regional Council as ex officio members. Mayor Weise was elected to serve as Chair of the Regional Council for the term ending on June 30, 2023, and also chairs the Executive Committee. The Executive Committee meets on the third Monday of the month at noon.
- The MAG Transportation Policy Committee was established by the MAG Regional Council in 2022 to oversee the development of the 20-year Regional Transportation Plan and oversee the implementation of Proposition 400. The TPC is made up of 23 members representing cities and towns across the region, including six members appointed by the State Legislature. The remaining members are chosen by the MAG Regional Council from among its membership and serve two-year terms. Mayor Weise is currently on this committee for a term set to expire on June 30, 2024. The committee meets on the third Wednesday of the month at noon.
- The Greater Phoenix Economic Council (GPEC) is a regional economic development organization that works with 22 member communities in Maricopa County and more than 190 private investors to accomplish its mission. They also serve as a strategic partner for companies across the world as they expand or relocate to the area. GPEC is led by a board of directors comprised of public and private leaders who guide the organization and work collaboratively to shift the region's economy. Cities are typically represented by their mayors, as is the case with Avondale. The GPEC Board meets bimonthly.

Other regional committees included the following:

- Valley Metro Regional Public Transportation Authority (RPTA) coordinates transit services to residents of Metropolitan Phoenix using regional buses, streetcars, light rail, and paratransit services as alternative commuter solutions. The Valley Metro Board provides transportation leadership to best serve the region and their communities. Members are elected officials appointed by their mayor, council members, or board of supervisors. The board meets the third Tuesday of the month at 11:00 a.m. Vice Mayor Malone is the current representative.
- Arizona Municipal Water Users Association (AMWUA) is a nonprofit corporation that consists of ten large municipalities in Maricopa County including Avondale and is governed by a Board of Directors comprised of mayors and council members representing member cities and towns. They work to build solutions, advocate sound water management strategies and policies, and provide responsible water stewardship. The Board of Directors sets policies and champions rational shares, long-term vision, planning and policy for water management that ensures ongoing prosperity for communities and economies at the regional level. AMWUA meets the third Thursday of the month at 11:00 a.m. and Council Member Nielson is the current representative.
- Luke West Valley Council promotes the success of the Luke Air Force Base during expansion and other programs. The council is comprised of 20 members from communities that border or are in close geographic proximity to the Air Force Base. They meet quarterly on the third Thursday at 8:00 a.m. Former Council Member Kilgore served on this committee.
- Western Maricopa Coalition (WESTMARC) is a public-private partnership of 15 communities, the business community, and the educational sector in the West Valley of the Greater Phoenix region. WESTMARC was formed in 1990 to address important issues facing the West Valley's economic prosperity. The board consists of West Valley cities and organization representatives. They meet the second Thursday of the month at 9:15 a.m. and Council Member Pineda serves on the board.
- MAG has committees to promote greater coordination and collaboration on major areas or issues impacting the region. Members provide recommendations and feedback to the regional council. Council Member Conde serves on the MAG Human Services Coordinating Committee, which meets quarterly on the fourth Thursday of the month at 10:00 a.m. Council Member Pineda serves on the MAG Economic Development Council, which meets on the first Tuesday of the month at 11:30 a.m. Avondale does not have a permanent seat on these committees and if either of these seats were vacated Council Members would need to apply for a seat.
- Southwest Lending Closet is a community based volunteer, nonprofit organization that lends home health equipment at no charge. The board is comprised of community leaders, advocates, and representatives of supporting municipalities. They meet the second Monday of each month at 9:00 a.m. Council Member Nielson currently serves on the board.
- Phoenix/Goodyear Airport Superfund Site - Community Advisory Group is a U.S. Environmental Protection Agency that keeps the community informed and engaged regarding ongoing efforts to clean up contamination of the 35 square mile superfund site at the airport. Most concerns have been addressed and the advisory group meets

infrequently. Since Avondale city staff keep up with activities at the site and attend all advisory group meetings and there is no requirement for an elected leader, Council Member Nielson indicated it is not necessary to appoint anyone to the advisory group.

Avondale Specific Boards and committees:

- Interfaith Council was created by Mayor Marie Lopez Rogers to bring the faith community together to share ideas and information about resources to assist the community and create a network to support those in crisis. The council includes the faith community, nonprofits, and school districts to direct families to the resources they need. Council Member Conde serves on the council that meets bimonthly on the third Tuesday at 8:30 a.m.
- The Council Subcommittee on Boards and Commissions reviews applications for the various city boards and commissions then makes recommendations on appointments to the full City Council. The subcommittee meets as needed. Council Members Pineda and Solorio serve on the board with one vacant seat left by former Council Member Kilgore.
- The Council Subcommittee on the Contributions Assistance Program provides a supplemental funding source to organizations providing services to residents of the City of Avondale. Funding recommendations are made to the City Council for final approval. Vice Mayor Malone, and Council Members Conde and Nielson serve on this subcommittee that meets once a year in June.
- The Audit Committee was established in December 2022 to provide advice to the City Council on fulfilling its oversight responsibilities regarding the integrity of the City's annual comprehensive financial statement. They will further assist in advice the City Auditor and City Council on matters related to the City's compliance with legal and regulatory requirements, systems of internal control, management of City-wide risks and environment and the performance of internal and external audit. Council Members Solorio, Nielson, and White serve on this committee, with meeting dates to be determined.

Mayor Weise and Council Members discussed current and new appointments.

Council Member Conde was appointed to the following:

- Contribution Assistance Program Subcommittee
- MAG Human Services Coordinating Commission
- Interfaith Council

Council Member Pineda was appointed to the following:

- WESTMARC Board of Directors
- MAG Economic Development Council
- Boards & Commissions Council Subcommittee

Council Member Nielson was appointed to the following:

- Interfaith Council
- Contribution Assistance Program Council Subcommittee
- AZ Municipal Water Users Association

- Southwest Lending Closet

Council Member Solorio was appointed to the following:

- Boards & Commissions Council Subcommittee

Council Member White was appointed to the following:

- Boards & Commissions Council Subcommittee
- Valley Metro RPTA Board of Directors

Vice Mayor Malone was appointed to the following:

- Contribution Assistance Program Subcommittee
- Luke West Valley Council

Vice Mayor Malone moved to appoint members of the City Council to various regional and local boards and committees as discussed; Council Member White seconded the motion.

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

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

g. SELECTION OF NEW VICE MAYOR

City Council will accept nominations and designate one of its members as Vice Mayor for a two-year term. The Council will take appropriate action.

Council Member White moved to designate Council Member Pineda as Vice Mayor for a two-year term; Council Member Nielson seconded the motion.

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

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

h. TRAINING ON OPEN MEETING LAW

The City Attorney provided training on the Open Meeting Law for its elected and appointed officials. This item was for discussion only.

Nicholle Harris, City Attorney, presented an overview of the history of the Open Meeting Law, shared mechanics of it, provided examples of violations and how to avoid them, and consequences of violations.

Open meeting law is codified in State Statute, and everyone is encouraged to read it. The statute was adopted in 1962 with amendments in 1982 authorizing the Attorney General and County Attorneys to enforce the statute and pursue legal action for violations. Amended in 2017 to clarify what constitutes a meeting and increase the penalties for subsequent violations. Amended in 2020 to add security plans to executive session meetings. A formal opinion was made in March 2020 dealing with remote meetings, which qualifies as a meeting.

The purpose of the Open Meeting Law is to prevent public bodies from secret decision making and maximize public access to the government process and promote open deliberations. Meetings of a public body shall be conducted openly for the public to attend and listen. All legal action must occur in a public meeting, which is a gathering of a quorum of members of a public body in person or using technical devices, where they discuss, propose, or take legal action, including deliberations with respect to such action.

Ms. Harris continued her thorough review of the Open Meeting Law statute as a reminder to all council members. She cautioned them on communication regarding city business through email, text, and social media, as one-way communication can constitute a violation. She encouraged council members to reach out to her or the City Manager with any questions on potential violations to check in advance of any communication to ensure it would not violate the statute.

Council Member White inquired if liking or commenting on a council member's post would constitute a violation. Ms. Harris explained it would be a violation if City business was being discussed.

Vice Chair Malone inquired if sharing a photo from an event all members attended would be a violation as they were noticed as a quorum and did not discuss city business. Ms. Harris said that would be fine.

City Manager Corbin cautioned council members to err on the side of safety with the use of emails and text messages to discuss any City-related issues and to not share or comment on City issues outside of the public meeting.

5. ADJOURNMENT

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

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

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

Meeting adjourned at 7:28 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 9th day of January 2023. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Carrillo, City Clerk

Date Approved by City Council

CITY COUNCIL REPORT

SUBJECT: Budget Adjustment for Three Rear Load Garbage Trucks

MEETING DATE: 2/6/2023

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

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

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 consider a request to authorize the use of contingency funds in the amount of \$1,095,000 for the purchase of three new rear load garbage trucks, amend the award authority necessary to facilitate the purchase, and authorize staff to take the necessary actions to facilitate this request. The Council will take appropriate action.

BACKGROUND:

City Council received a presentation from the Public Works Department staff on January 23, 2023 outlining the results and recommendations of a consultant study of the Solid Waste division operations, current practices and improvement opportunities. Part of the study's recommendations include the use of two bulk trash teams and utilizing more efficient rear load garbage trucks for this service. Rear load trucks hold more capacity than brush trucks and therefore minimize staff down time when taking loads to the landfill. The addition of three new rear load trucks used across two teams will provide the necessary equipment to satisfy this study recommendation. This request does not require new personnel.

DISCUSSION:

Based on the consultant's recommendations, bulk trash service requires an increase in the number of rear loader garbage trucks to perform the recommended level of service. Based on the consultant's report, this in turn will provide future cost savings to the city by providing more efficient service and maintain current staffing levels to provide current and growing levels of service. Each rearload truck is estimated to cost \$365,000; the total request is \$1,095,000. The Solid Waste Fund has sufficient reserves to pay for this request. Lead time for these trucks can be 12-18 months, therefore it is essential to create the budget authorization necessary to order these trucks as soon as possible.

BUDGET IMPACT:

The estimated total cost for three rear load garbage trucks is \$1,095,000. This request will be funded out of the Solid Waste fund, and fund balance will remain above minimum requirements.

RECOMMENDATION:

Staff recommends that the City Council authorize the use of contingency funds in the amount of \$1,095,000, amend the award authority necessary to facilitate the purchase, and authorize staff to take the necessary actions to facilitate this request.

Contact person for document distribution: Renee Weatherless, Robert Baer, Kirk Beaty, and Harold Siguenza

CITY COUNCIL REPORT

SUBJECT: Renaming of the Avondale Community Center

MEETING DATE: 2/6/2023

TO: Mayor and Council

FROM: Bryan Hughes, Parks and Recreation Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

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

The renovated community center with plans to open this summer will be a gathering place for recreation programs, family gatherings, neighborhood meetings and Make Lives Better for nearby residents and the entire Avondale community.

PURPOSE:

City Council will consider a request to approve the Parks and Recreation Advisory Board's recommendation to adopt the name of "Mountain View Community Center" for the renovated facility that was formerly known as the "Avondale Community Center", and authorize staff to take the necessary actions to facilitate this request. The Council will take appropriate action.

BACKGROUND:

The facility formerly known as the "Avondale Community Center" is currently being renovated and repurposed for use as a Parks and Recreation facility. From its opening in 1979 to its closing in January 2021, the facility was used as a community center, senior center, and administrative office space for Neighborhood and Family Services.

The renovated facility will have a state-of-the-art Esports (electronic sports) room where people can video-game together, a multi-purpose room, an arts and crafts room, a conference room, an outdoor patio, and a catering kitchen. In addition, the main lobby will be a welcoming area for young people and teens to gather after school to hang out or participate in activities.

While the facility has a positive history in the neighborhood, the staff seeks to establish a fresh identity to go along with the new look and amenities.

DISCUSSION:

The Parks and Recreation Advisory Board reviewed several potential names for the renovated facility at their meetings in May 2022 and December 2022.

Additionally, the list of potential names was shared with community members at the Las Ligas Monthly Neighborhood Civic Association Meeting on January 9, 2023. Either “Mountain View Community Center” or “Avondale Community Center” were the preferences.

At the meeting on January 11, 2023, the Parks and Recreation Advisory Board approved the name “Mountain View Community Center” by recommendation to the City Council.

BUDGET IMPACT:

Not applicable

RECOMMENDATION:

Staff recommends adopting the name “Mountain View Community Center” for the renovated facility formerly known as the “Avondale Community Center.”

Contact person for document distribution: Bryan Hughes, Director



Arundale
Neighborhood Center

STATIONPOINT

CITY COUNCIL REPORT

SUBJECT: Resolution 1009-0223 – Intergovernmental Agreement with the City of Tolleson for the Deannexation and Annexation of Van Buren Street Right of Way

MEETING DATE: 2/6/2023

TO: Mayor and Council

FROM: Aric Stewart, Director, Engineering Department

THROUGH: Tracy Stevens, Assistant 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 Resolution 1009-0223 authorizing an Intergovernmental Agreement with the City of Tolleson for the deannexation and annexation of the eastbound lanes of Van Buren Street right-of-way from 99th Avenue to 107th Avenue and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Van Buren Street is an arterial roadway between 99th Avenue and 107th Avenue. The City of Avondale's (Avondale) city limits currently extend 33 feet south of the Van Buren Street section line, putting both westbound and eastbound travel lanes within Avondale's city limits. This right of way was conveyed to Avondale when the City adopted Ordinance No. 951-03 on August 18, 2003, that extended the corporate boundaries of the City by annexing Maricopa County right of way. The private properties on the north side of this section of Van Buren Street are located within Avondale. All private properties located on the south side of this section of Van Buren Street are within the City of Tolleson's (Tolleson) city limits. Avondale and Tolleson have different standards for driveway spacing along arterial roadways.

DISCUSSION:

In an effort to work with our neighbors on this section of roadway, we are proposing that Avondale continues to own and maintain the westbound lanes, and that Tolleson take ownership of and maintain the eastbound lanes. This action allows Tolleson to support their community development. However, it still allows Avondale to control the westbound lanes along with the center median.

In order to permit access to Van Buren Street via adjacent property on the south side of the roadway, both cities have determined that certain areas of land lying within the Van Buren Street right-of-way currently in the City of Avondale will need to be de-annexed from Avondale and annexed into Tolleson.

Avondale and Tolleson have agreed to enter into an IGA which specifies Avondale will adopt an ordinance authorizing the de-annexation of the southernmost 23 feet of its corporate limits on Van Buren Street between 99th Avenue and 107th Avenue, and Tolleson will request their City Council to adopt an ordinance annexing this same 23 feet of right of way into its corporate limits. Avondale and Tolleson shall each forward a copy of their respective ordinances to the Maricopa County Board of Supervisors for Board approval. After completion of the annexation, the IGA stipulates Tolleson will be responsible for the maintenance of the de-annexed 23 feet of Van Buren Street right of way.

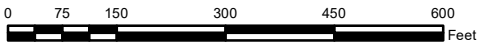
BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt a Resolution authorizing the City of Avondale to enter into an Intergovernmental Agreement (IGA) with the City of Tolleson for the deannexation and annexation of the eastbound lanes of Van Buren Street right of way between 99th Avenue to 107th Avenue and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore



MATCHLINE A



MATCHLINE A

Legend

 Tolleson City Limit

RESOLUTION NO. 1009-0223

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOLLESON RELATING TO THE DEANNEXATION OF VAN BUREN STREET RIGHT-OF-WAY.

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

SECTION 1. The Intergovernmental Agreement with the City of Tolleson relating to the deannexation of Van Buren Street right-of-way (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 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, February 6, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1009-0223

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF TOLLESON
FOR THE
ANNEXATION-DEANNEXATION OF VAN BUREN STREET

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into _____, 2023 (the "Effective Date") by and between the City of Tolleson, an Arizona municipal corporation organized and existing ("Tolleson"), and the City of Avondale, an Arizona municipal corporation ("Avondale"). Avondale and Tolleson may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. Currently, Van Buren Street is an arterial roadway between 99th Avenue and 107th Avenue. The right-of-way for the roadway is in the City of Avondale; all property located on the south side of the roadway is in the City of Tolleson; and

B. Avondale and Tolleson have different standards governing access to arterial roadways by owners of adjacent properties. Currently a number of properties on the south side of the roadway are developing in Tolleson, with access points that fail to meet Avondale standards for access onto arterial roadways; and

C. In order to permit access to Van Buren Street by adjacent property on the south side of the roadway, the Parties have determined that certain areas of land lying within the Van Buren Street right-of-way currently in the City of Avondale will need to be deannexed from Avondale and annexed into Tolleson; and

D. Avondale and Tolleson desire to enter into this Agreement to facilitate the annexation/deannexation of a portion of the Van Buren Street right-of-way.

AGREEMENT

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

1. General Provisions.

1.1 Purpose and Intent. The purpose and intent of this Agreement is to set forth the procedures and obligations of Tolleson and Avondale with respect to

(i) the deannexation from Avondale and annexation into Tolleson of a portion of the Avondale right-of-way for Van Buren Street, (ii) responsibility for maintenance and repair of portions of the Van Buren Street right-of-way after completion of the contemplated annexation/deannexation, and (iii) Future Improvements to Van Buren Street.

1.2 Duration. The duration of this Agreement shall commence on the Effective Date and shall remain in full force and effect until such time as all acts required to be performed in this Agreement are completed.

1.3 Manner of Financing. The Parties agree that each shall bear its own costs associated with its respective obligations and duties under this Agreement from duly budgeted funds. Beyond payment of its own costs, neither Party shall have any financial obligation to the other Party with respect to the terms of this Agreement.

2. Deannexation by Avondale of a Portion of its right-of-way for Van Buren Street.

2.1 Ordinance Adoption. Avondale shall adopt an ordinance deannexing a portion of its annexed strip along Van Buren Street (the "Van Buren Street Annexation"), as described and depicted in Exhibit A, and Tolleson shall adopt an ordinance annexing the Van Buren Street Annexation, pursuant to the requirements and procedures set forth in ARIZ. REV. STAT. § 9-471.02.

2.2 Board of Supervisors Notification. Avondale and Tolleson shall each forward a copy of their respective ordinances adopted pursuant to Paragraph 2.1 above to the Maricopa County Board of Supervisors (the "Board") for approval by the Board.

2.3 Certification and Filing. Upon receipt of the order from the Board ordering the deannexation and annexation of the Van Buren Street Annexation as set forth herein (the "Van Buren Street Annexation Order"), Avondale shall ensure that the Van Buren Street Annexation Order is certified and filed in accordance with ARIZ. REV. STAT. § 9-471.02(J).

3. Mutual Cooperation.

3.1 Coordinated Actions. Tolleson and Avondale shall cooperate with each other and shall coordinate their actions to fulfill the purposes of this Agreement and to facilitate the required actions by the Board.

3.2 Maintenance of Van Buren Street. Upon completion of all of the annexation and deannexation actions contemplated by this Agreement, Tolleson shall be solely responsible for maintenance of the Van Buren Street right-of-way described in Exhibit A and Exhibit B. As used herein, "maintenance" shall include,

but not be limited to, paving, striping, reconstruction, barricading and traffic control and maintaining or replacing streetlights and drainage facilities in the annexed portion of the Van Buren Street right-of-way in a manner consistent with Tolleson's maintenance of arterial roadways within its control, including its existing portions of Van Buren Street to the south of the Van Buren Street right-of-way. It is the intent of the Parties that Avondale shall have no responsibility whatsoever, now or in the future, with respect to the Van Buren Street right-of-way that is to be de-annexed pursuant to this Agreement. Avondale agrees to execute all documents necessary to grant Tolleson the access necessary to complete its maintenance obligations as set forth in this Subsection. Tolleson shall, to the extent permitted by law, indemnify and hold harmless Avondale, its agents, representatives, officers, officials and employees for, from and against all claims, damages, losses and expenses, including but not limited to, attorney fees, court costs, expert witness fees and the cost of appellate proceedings, relating to, arising out of or alleged to have resulted from the maintenance by Tolleson of the Van Buren Street right-of-way. This indemnification does not extend to Avondale's willful misconduct or gross negligence. Avondale shall, to the extent permitted by law, indemnify and hold harmless Tolleson, its agents, representatives, officers, officials and employees for, from and against all claims, damages, losses and expenses, including but not limited to, attorney fees, court costs, expert witness fees and the cost of appellate proceedings, relating to, arising out of or alleged to have resulted from the maintenance by Avondale of the Van Buren Street right-of-way. This indemnification does not extend to Tolleson's willful misconduct or gross negligence.

3.3 Future Improvements. The parties acknowledge that Avondale may construct a raised median for Van Buren Street to limit left hand turn movements to designated access points. The City reserves the right to determine the appropriate location of left-hand turn accesses based upon Avondale's adopted traffic standards and the adopted Arizona Manual on Uniform Traffic Control Devices and recognized roadway standards, even if such location may limit left turns into some driveways permitted by Tolleson. Tolleson agrees to issue any right-of-way/traffic control permits for the construction of this median. Notwithstanding this Provision, Avondale shall not approve the location of left-hand turn accesses or eliminate existing left hand turn accesses in conjunction with the construction of a raised median for Van Buren Street without first discussion in good faith such approval and/or construction with Tolleson in an attempt to arrive at a mutually agreeable solution, prior to any final decision by Avondale. The parties agree that Avondale will re-stripe the east bound bike lane and 2 east bound travel lanes in their ultimate location prior to de-annexation.

4. General Provisions.

4.1 Compliance With the Law. It is recognized by Avondale and Tolleson that any annexation or deannexation must comply with the provisions of ARIZ. REV. STAT. §§ 9-471 and 9-471.02, respectively. It is further recognized that neither Avondale nor Tolleson can prohibit property owners from protesting the deannexations or annexations. To the extent the law allows, it is agreed that Tolleson and Avondale shall complete the deannexations and annexations in the manner described in this Agreement.

4.2 Amendments. No amendment or modification of this Agreement shall be valid or binding unless reduced to writing, approved by the City Councils of both Parties, and executed by authorized representatives of both Parties in the same manner as this Agreement is executed.

4.3 Entire Agreement. This Agreement contains the entire understanding between the Parties hereto, and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written, except as contained herein.

4.4 Interpretation. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in conformance with the laws of the State of Arizona.

4.5 Binding Effect. This Agreement shall be binding and inure to the benefit of the Parties hereto and their successors and assigns.

4.6 Exhibits. All exhibits attached hereto and referred to herein are incorporated by reference into and made a part of this Agreement, at each part where each reference is made.

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

If to Avondale: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323-6809
Attn: Ron Corbin, City Manager

With copy to: Office of the City Attorney
City of Avondale
11465 West Civic Center Drive

Avondale, Arizona 85323-6809
Attn: Nicholle Harris, City Attorney

If to Tolleson: City of Tolleson
9055 West Van Buren Street
Tolleson, Arizona 85353
Attn: Crystal Zamora, City Clerk

With copy to: Pierce Coleman, PLC
7730 East Greenway Road, Suite 105
Scottsdale, Arizona 85260
Attn: Justin Pierce

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

4.8 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the either Party of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

4.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all Parties may be physically attached to a single document.

4.10 Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

4.11 Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

4.12 E-Verify. The Parties are subject to the requirements and provisions in ARIZ. REV. STAT. §§ 23-214 and 41-4401 and Federal Immigration Laws and Regulations and shall verify compliance upon request.

4.13 Scrutinized Businesses. The Parties are subject to the requirements and provisions ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06 (Scrutinized Business Relations with Sudan and Iran) and shall certify compliance upon request.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City of Tolleson and the City of Avondale have executed this Agreement effective the date first above written.

CITY OF TOLLESON

CITY OF AVONDALE

By: _____
Reyes Medrano Jr., City Manager

By: _____
Ron Corbin, City Manager

ATTEST:

ATTEST:

By: _____
Crystal Zamora, City Clerk

By: _____
Marcella Carrillo, City Clerk

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

By: _____
Attorney for the City of Tolleson

By: _____
Attorney for the City of Avondale

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
THE CITY OF AVONDALE
FOR
ANNEXATION -DEANNEXATION OF VAN BUREN STREET

[Van Buren Street Annexation-Deannexation Map and Legal Description]

See following pages.

EXHIBIT "A"
Description of Right of Way to Be De-Annexed
IN MARICOPA COUNTY, STATE OF ARIZONA

A Parcel of Land in the North Half (N 1/2) of Section Eight (8), Township One (1) North, Range One (1) East, of the Gila & Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at a found brass cap in hand hole at the intersection of 107th Ave and Van Buren street also being the Northwest Corner (NW) of section 8; from which the centerline of Van Buren Street bears North 89°03'27" East, a distance of 2644.43 feet to a found brass cap in a hand hole at the North Quarter corner (N 1/4) of said Section 8, and the intersection of Van Buren Street and 103rd Avenue (North),

THENCE South 00 degrees 12 minutes 55 seconds East, a distance of 10.00 feet the Point of beginning;

THENCE North 89 degrees 03 minutes 27 seconds East a distance of 2644.56 feet;

THENCE North 89 degrees 02 minutes 18 seconds East a distance of 2590.15 feet;

THENCE South 00 degrees 57 minutes 42 seconds East a distance of 23.00 feet;

THENCE South 89 degrees 02 minutes 18 seconds West a distance of 2590.15 feet;

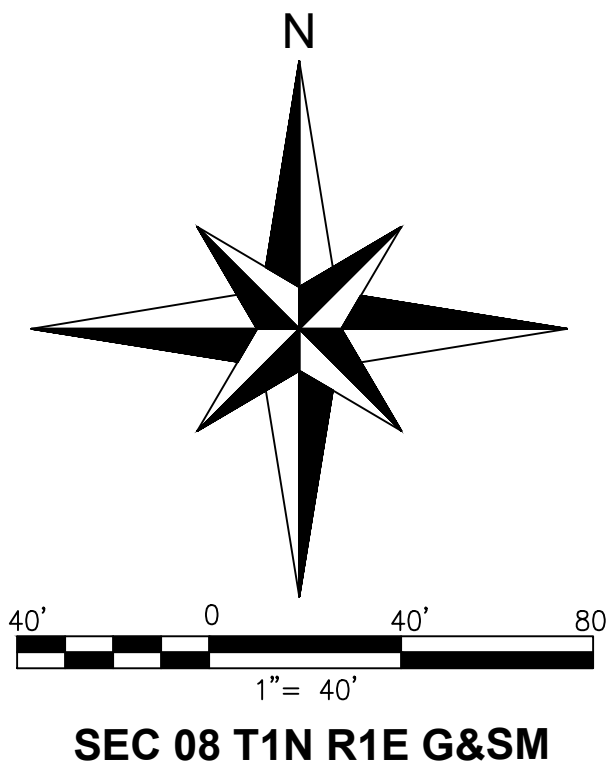
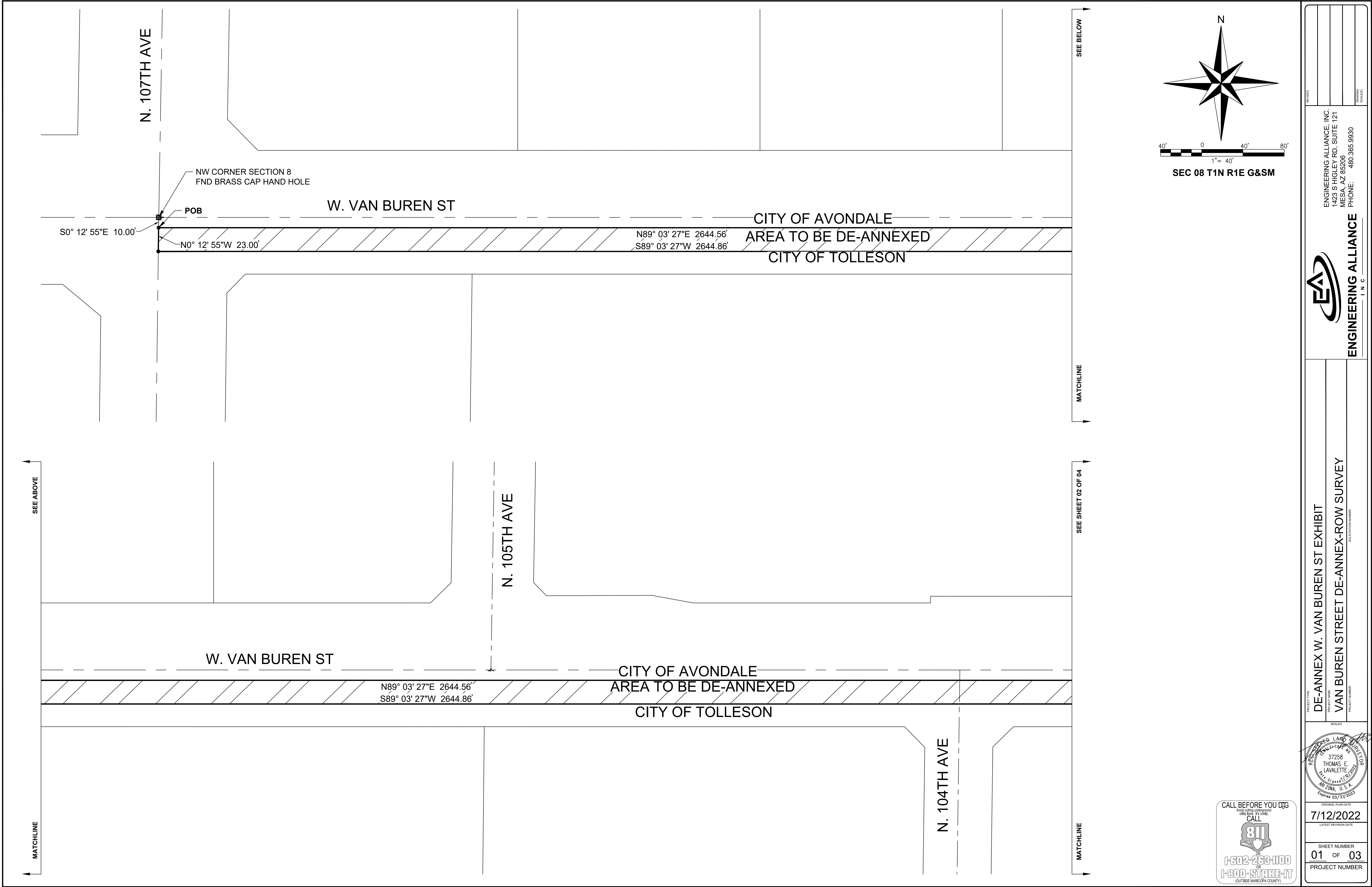
THENCE South 89 degrees 03 minutes 27 seconds West a distance of 2644.86 feet;

THENCE North 00 degrees 12 minutes 55 seconds West a distance of 23.00 feet to the **Point of Beginning**;

Containing 120401 sqft or 2.76 acres more or less

Prepared by:
Thomas Lavalette, RLS.
AZ # 37258
Engineering Alliance, Inc.
1423 S. Higley Rd., Suite 121, Building 9
Mesa, Arizona 85206
Phone: (602) 757-6032
Email: tlavalette@eaincglobal.com

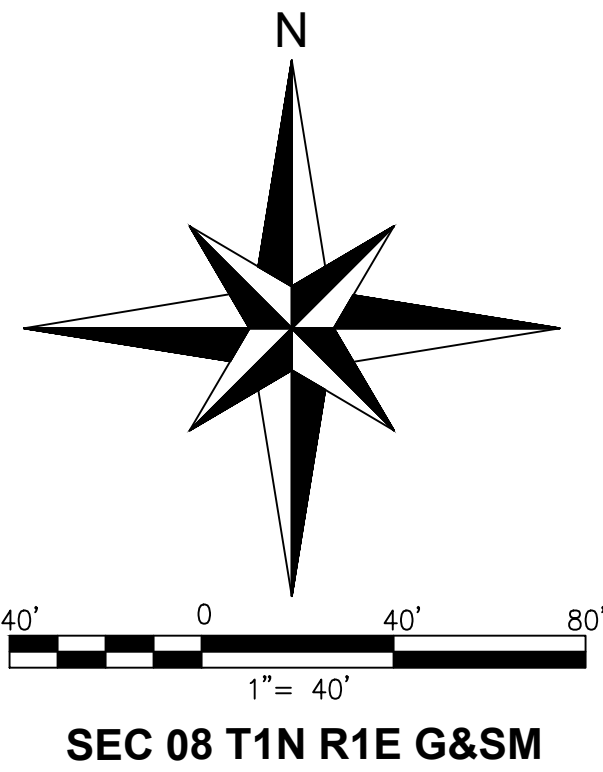
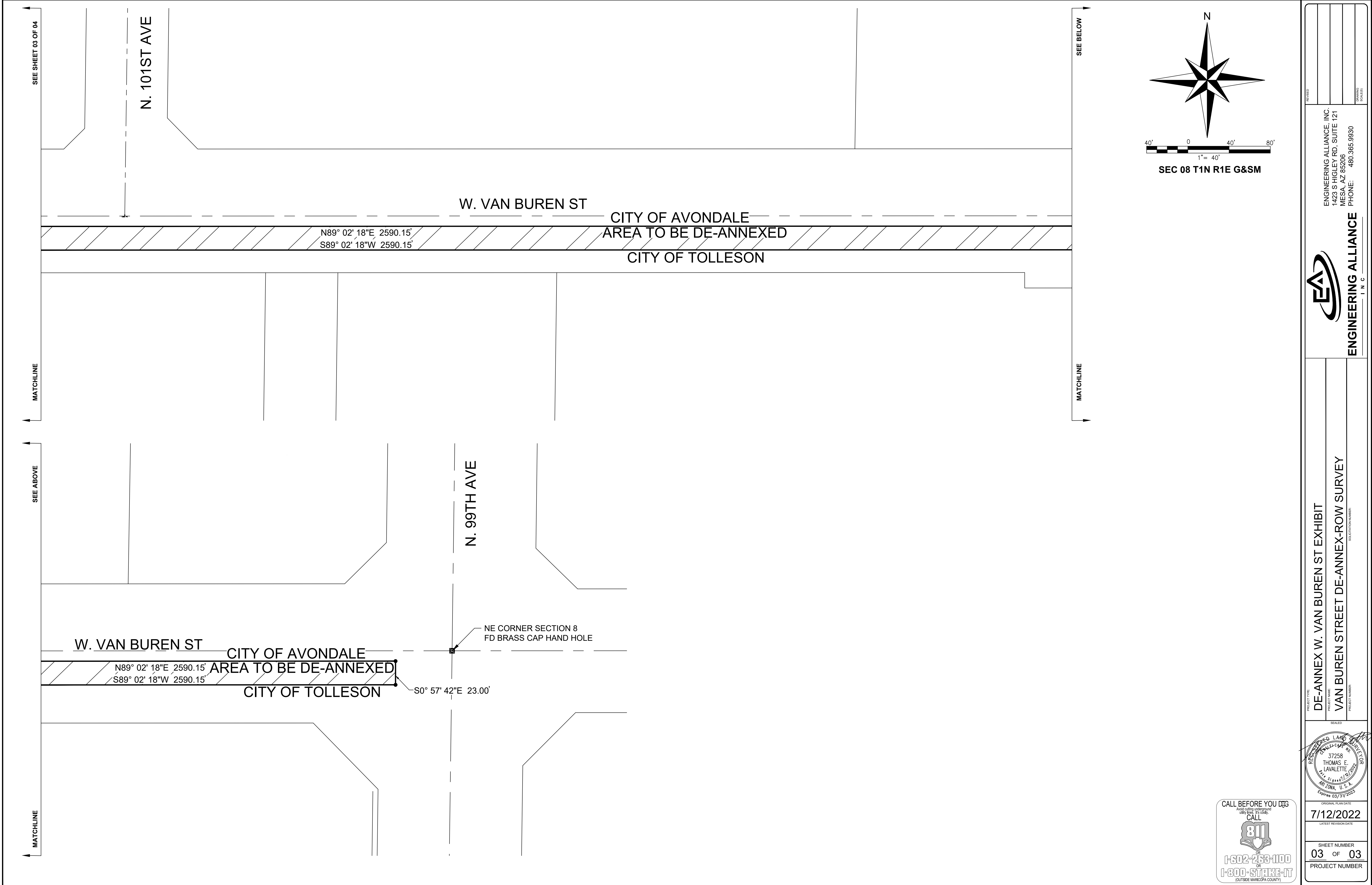




PROJECT TYPE: DE-ANNEX W. VAN BUREN ST EXHIBIT		
PROJECT NAME: VAN BUREN STREET DE-ANNEX-ROW SURVEY		
PROJECT NUMBER: VAN BUREN STREET DE-ANNEX-ROW SURVEY		DATE: 7/12/2022
PROJECT NUMBER: VAN BUREN STREET DE-ANNEX-ROW SURVEY		SHEET NUMBER: 01 OF 03
PROJECT NUMBER: VAN BUREN STREET DE-ANNEX-ROW SURVEY		PROJECT NUMBER: VAN BUREN STREET DE-ANNEX-ROW SURVEY

ENGINEERING ALLIANCE
INC.

ENGINEERING ALLIANCE INC.
1423 S HIGLEY RD, SUITE 121
MESA, AZ 85206
PHONE: 480.365.9930



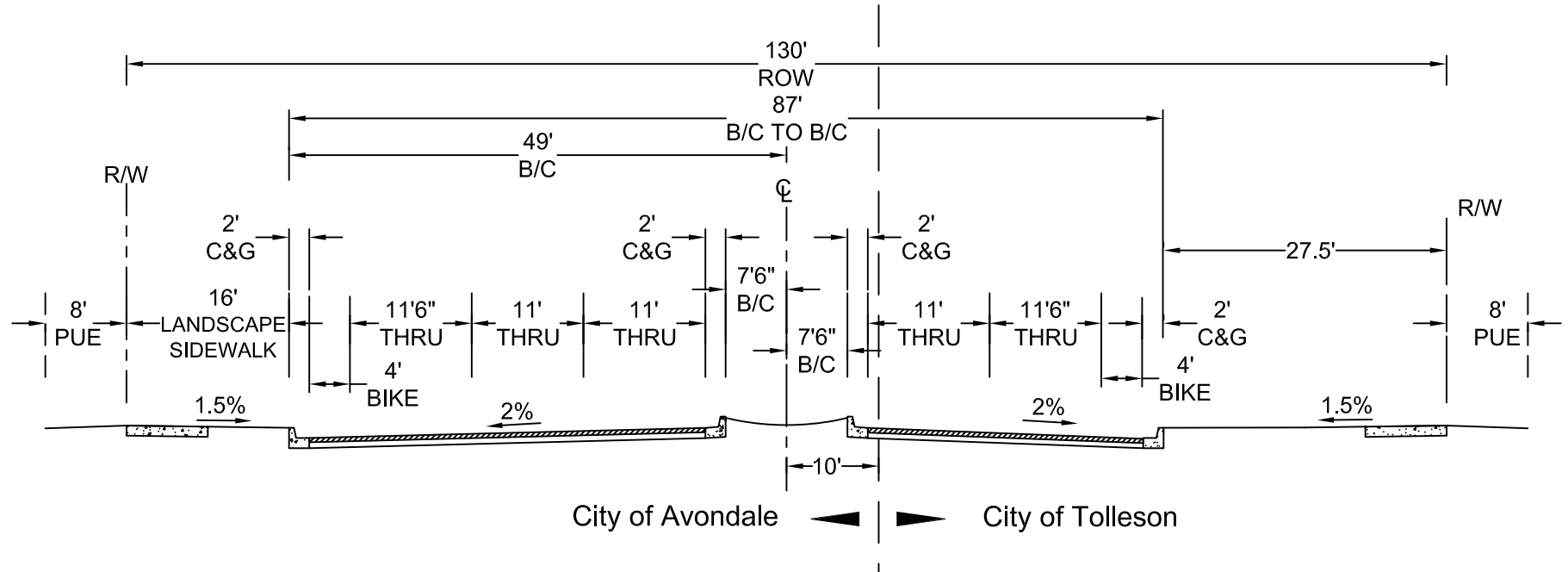
PROJECT TYPE: DE-ANNEX W. VAN BUREN ST EXHIBIT		
PROJECT NAME: VAN BUREN STREET DE-ANNEX-ROW SURVEY		
PROJECT NUMBER: [Blank]		REVISIONS: [Blank]
DATE: [Blank]		ENGINEERING ALLIANCE INC. 1423 S HIGLEY RD, SUITE 121 MESA, AZ 85206 PHONE: 480.365.9930

EXHIBIT B
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
THE CITY OF AVONDALE
FOR
ANNEXATION -DEANNEXATION OF VAN BUREN STREET

[Van Buren Street Map Post Annexation-Deannexation]

See following page.

5 LANE STREET SECTION VAN BUREN STREET 99TH AVENUE TO 107TH AVENUE



DETAIL NO.

NEW

Avondale
STANDARD DETAIL

5-LANE ARTERIAL SECTION

APPROVED BY:

DATE:

CITY COUNCIL REPORT

SUBJECT: Resolution 1012-0223 - Amended and Restated Intergovernmental Agreement with the City of Litchfield Park for Fleet Maintenance and Repair Services

MEETING DATE: 2/6/2023

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

- Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.
- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.

Cities partnering for services is a prime example of innovative, efficient, and responsive government creating economies of scale and access to services that smaller entities could not fund in-house, and providing larger entities with a new revenue stream to offset operational costs of general fund activities.

A well-maintained fleet is essential not only to protect the investment of taxpayer dollars, but also for the health and safety of both the operators and the traveling public with which they share the road.

PURPOSE:

City Council will consider a request to adopt Resolution 1012-0223 approving an Amended and Restated Intergovernmental Agreement with the City of Litchfield Park for the City of Avondale Fleet Maintenance Division of Public Works to provide preventative maintenance and repair services for the City of Litchfield Park automobile and equipment fleet, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

On June 7, 2021 the City of Avondale entered into an Intergovernmental Agreement with the City of Litchfield Park to provide preventative maintenance and repair services to the City of Litchfield Park's automobile and equipment fleet. Since that date, Avondale has completed over 70 service or repair orders for the Litchfield Park fleet and the City of Litchfield Park has been invoiced, and paid for, the services provided to date. A review of the costs for service and subsequent invoicing has necessitated a revision of the pricing structure for this IGA.

DISCUSSION:

The City of Avondale has a well-trained and capable team of automobile mechanics on staff, as well as adequate facilities. The Avondale Fleet Maintenance Division has been able to accommodate and provide service to Litchfield Park's automobiles and/or equipment with minimal overall impact on operations.

Pricing in the original IGA included a flat rate per type of vehicle for preventative maintenance service, and a rate of \$135 per hour plus the cost of parts for repairs. The scope of preventative maintenance services was defined within the IGA and included such items as multi-point inspections, oil changes, fluid exchanges, tire rotations and brake inspections. All required labor and material costs were included in the flat service charge, and the City of Avondale is providing the same level of service and the same quality of materials that it uses on its own fleet.

This amended and restated IGA removes the flat rate for preventive maintenance service and instead implements the City's shop rate of \$135 per hour, plus a 35% markup for all fluids, parts, tires, and vendor sublets (i.e. third-party services) for any and all services that the City of Avondale provides to the Litchfield Park fleet. Additionally, the amended and restated IGA stipulates a Litchfield Park pre-approved expenditure limit up to \$1,500 per service order to allow Avondale to expedite services without waiting for pre-authorization from Litchfield. Finally, the amended and restated IGA clarifies that Avondale shall not be the exclusive preventative maintenance and repair service provider for Litchfield, and that Litchfield may seek preventative maintenance or repair services from other providers, except for police service vehicles which shall be entirely maintained and repaired by Avondale.

All other terms and conditions of the original IGA remain in place including the initial term end date of June 30, 2024, labor time billing to the 100th of an hour, and quarterly invoicing.

BUDGET IMPACT:

Since the inception of this IGA, Avondale has received \$75,595. This amendment will help the city recover its costs. All budget and award authority approval is already included in the FY2023 budget and FY2024 proposed budget.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 1012-0223 approving an Amended and Restated Intergovernmental Agreement with the City of Litchfield Park for the City of Avondale Fleet Maintenance Division of Public Works to provide preventative maintenance and repair services for the City of Litchfield Park automobile and equipment fleet, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Harold Siguenza, Russ Dangle

RESOLUTION NO. 1012-0223

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LITCHFIELD PARK PERTAINING TO FLEET MAINTENANCE SERVICES.

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

SECTION 1. The Amended and Restated Intergovernmental Agreement with the City of Litchfield Park for fleet maintenance services (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, February 6, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1012-0223

[Agreement]

See following pages.

**AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF LITCHFIELD PARK
FOR
FLEET MAINTENANCE AND REPAIR SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made as of February 6, 2023, between the City of Avondale, an Arizona municipal corporation (“Avondale”) and the City of Litchfield Park, an Arizona municipal corporation (“Litchfield”). Avondale and Litchfield are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. The Parties previously entered into an Intergovernmental Agreement, dated June 7, 2021, for Avondale to perform fleet maintenance and repair services on Litchfield-owned City vehicles (the “IGA”).

B. Litchfield desires to have Avondale continue performing fleet preventative maintenance and repair services for Litchfield and Avondale has the experience and skills to continue providing fleet preventative maintenance and repair services to Litchfield.

C. The Parties wish to enter into this Amended and Restated Intergovernmental Agreement for Fleet Maintenance and Repair Services (the “Agreement”) to amend and supersede the terms of the IGA.

D. Avondale and Litchfield are authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 11-951 and 11-952.

E. Avondale and Litchfield desire to enter into this Agreement with respect to Avondale continuing to provide Litchfield with fleet preventative maintenance and repair services.

AGREEMENT

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

1. Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2024 (the “Initial Term”), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration

of the Initial Term, this Agreement may be renewed for up to two successive one-year terms (each, a “Renewal Term”) if (i) each Party deems the Agreement to be in the best interests of such Party, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, either Party requests, in writing, to extend the Agreement for an additional one-year term and (iii) each Party approves the additional one-year term in writing (including any cost adjustments approved as part of this Agreement), as evidenced by the signature thereon of each Party’s City Manager, which approval may be withheld by either Party for any reason. Either Party’s failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that either Party may, with the agreement of the other Party, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Avondale shall provide Litchfield with fleet preventative maintenance services and repairs services (collectively, the “Services”), as set forth in the Scope of Work and Fee Schedule attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. Litchfield shall pay Avondale for any and all preventative maintenance or repair services as rates as set forth in the Fee Schedule in Exhibit A.

4. Payments. Avondale will invoice Litchfield quarterly (July 30, October 30, January 30 and April 30) for the Services performed during the preceding quarter. Payments must be received within 30 days of invoice.

5. Fleet Purchasing Assistance. Avondale will assist Litchfield with purchase of new, or replacement of existing, vehicles at a “consulting” price to be determined by the Parties.

6. Tow Services. Avondale will not provide towing services to Litchfield as part of the Services. If towing is required, Litchfield will be billed at actual costs.

7. Capital and Operating Expenditures; Budget. Nothing in this Agreement shall be construed as committing Avondale to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses not expressly set forth in this Agreement.

8. Insurance. The Parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

9. Termination; Cancellation.

9.1 For Convenience. This Agreement may be terminated by either Party with or without cause upon 90 days’ written notice to the other Party.

9.2 Conflict of Interest. This Agreement may be canceled by either Party for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

9.3 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds or the incurring of expenses by Litchfield or Avondale shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Each Party shall be the sole judge and authority in determining the availability of funds under this Agreement and each Party shall keep the other Party fully informed as to the availability of funds for the Agreement. The obligation of each Party to make any payment pursuant to this Agreement is a current expense of such Party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of such Party. If the City Council of either Party fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and each shall be relieved of any subsequent obligation under this Agreement.

10. Miscellaneous.

10.1 Independent Contractor. Avondale acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of Litchfield, except as provided in Section 10.11 below. Avondale, its employees and subcontractors are not entitled to workers' compensation benefits from Litchfield. Litchfield does not have the authority to supervise or control the actual work of Avondale, its employees or subcontractors. Avondale, and not Litchfield, shall determine the time of its performance of the Services provided under this Agreement so long as Avondale meets the requirements set forth herein. Avondale and Litchfield do not intend to nor will they combine business operations under this Agreement.

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

10.3 Laws and Regulations. Both Parties shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Parties are responsible for abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future city and county ordinances and regulations, (B) existing and future state and federal laws and (C) existing and future Occupational Safety and Health Administration standards.

10.4 Amendments. This Agreement may be modified only by a written amendment approved by the Parties' respective City Councils and signed by persons duly authorized to enter into contracts on behalf of Avondale and Litchfield. Any attempt at oral modification of this Agreement shall be void and of no effect.

10.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, this Agreement will promptly be physically amended to make such insertion or correction.

10.6 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

10.7 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by Avondale of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of Avondale to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or Avondale's acceptance of and payment for Services, shall not release Litchfield from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of Avondale to insist upon the strict performance of this Agreement.

10.8 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

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

If to Avondale:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Ron Corbin, City Manager
-----------------	--

With copy to:	City of Avondale 11465 West Civic Center Drive
---------------	---

Avondale, Arizona 85323
Attn: Nicholle Harris, City Attorney

If to Litchfield: City of Litchfield Park
214 West Wigwam Boulevard
Litchfield Park, AZ 85340
Attn: Matthew Williams, City Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Joseph D. Estes, Esq.

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

10.10 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid or unenforceable by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

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

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

10.12 Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

10.13 Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant to construing this Agreement.

11. E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, The Parties warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A).

12. Israel. The Parties certify that neither is current engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

13. Indemnification. Each Party shall indemnify, defend and hold harmless the other Party and each council member, officer, employee or agent thereof (the Party being indemnified and any such person referred to herein as an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the other Party, its officers, employees, agents or any tier of subcontractor in the performance of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of the set forth above.

“Avondale”

CITY OF AVONDALE, an Arizona
municipal corporation

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

“Litchfield”

CITY OF LITCHFIELD PARK, an Arizona
municipal corporation

Thomas L. Schoaf, Mayor

ATTEST:

Terri Roth, City Clerk

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

Nicholle Harris
Avondale City Attorney

Joseph D. Estes
Gust Rosenfeld, PLC, City Attorney

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
CITY OF LITCHFIELD PARK
FOR
FLEET MAINTENANCE AND REPAIR SERVICES

[Scope of Work and Fee Schedule]

See following pages.

Scope of Work and Fee Schedule

Fleet Preventative Maintenance and Repair Services

1. Types of Service: Avondale will provide preventative maintenance and repair services to Litchfield-owned fleet vehicles with the same standard of care that Avondale provides to its own vehicle fleet.

Avondale shall not be the exclusive preventative maintenance and repair services provider for Litchfield, except for police service vehicles, which shall be maintained and repaired by Avondale in the same manner that Avondale services its own police vehicles. Except for the police service vehicles, Litchfield may seek preventative maintenance or repair services from any other provider.

2. Preventative maintenance service on each vehicle includes a multi-point inspection per manufacturer's recommendation, check and top off all fluids, change engine oil, change engine oil filter, clean engine air filter or replace if needed, replace cabin air filter if needed, lubricate all points, rotate tires, inspect brake system, inspect wiper blades and replace if needed, transmission service if needed (based on mileage), coolant service if needed (based on mileage), hydraulic system service if needed (based on mileage, if applicable), and drain and refill differentials (based on mileage). All required labor, fluids, filters, and parts will be billed at the rates listed below. Actual labor time will shall be billed to the 100th of an hour. Full synthetic oil of the grade specified by the vehicle manufacturer will be used for all oil changes. Avondale will provide the same level of service and use the same quality of fluids and filters that is uses on its own fleet.

3. Repairs include anything not covered in preventative maintenance and shall be billed for actual time as set forth in the table below. Actual labor time shall be billed to the 100th of an hour.

Sublet includes all repairs or warranty work performed by a third-party vendor. Work shall be billed at the vendors cost plus markup indicated in the table below.

An expenditure limit of \$1,500 per service order is pre-approved by Litchfield to allow Avondale to expedite and preventative maintenance or repair services. Any expense beyond \$1,500 shall require approval by Litchfield before work proceeds. Avondale shall use the same standard of care it provides for its own vehicle fleet when assessing the expense of the repair against the value of the vehicle asset and Avondale shall not perform any work that is not necessary in the opinion of Avondale.

4. Delivery of Vehicles: Litchfield is responsible for delivering the vehicles in need of service or repair to the Avondale Municipal Operations Center (MOSC) located at 399 E. Lower Buckeye Road, Avondale, AZ 85323. Litchfield shall pick up vehicles when notified that the services or repairs are complete. Avondale will not pick up or deliver serviced or repaired vehicles.

5. Fee Schedule: All cost for labor, parts, sublets, fluids and tires shall be charged according to the City of Avondale Public Works Fleet Services Division fee schedule, which shall be the same fee schedule used by Avondale to charge services for Avondale-owned vehicles.

The fee schedule for maintenance and repairs of Litchfield vehicles shall be as follows:

Shop Labor Rate	\$135 per hour
Fluids and Parts	Actual cost plus 35%
Tires	Actual cost plus 35%
Vendor sublets	Actual cost plus 35%

CITY COUNCIL REPORT

SUBJECT: Ordinance 2007-0223 – Abandonment of a Slope Easement on City-Owned Property

MEETING DATE: 2/6/2023

TO: Mayor and Council

FROM: Aric Stewart, Director, Engineering Department

THROUGH: Tracy Stevens, Assistant 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 2007-0223 authorizing the abandonment of a slope easement located generally north of Western Avenue and east of the 9th Street alignment 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 the "Final Plat of Riley Property" on October 15, 2007, which was recorded in Book 955, Page 25, with the Maricopa County Recorder's Office. This plat dedicated a 20-foot slope easement on City-owned property. A slope easement allows the city the ability to maintain the adjacent slope in order to protect the right of way.

DISCUSSION:

The 20-foot slope easement, located on City property identified by APN 500-21-025, was dedicated with the purpose of providing lateral support for 9th Street once constructed. The property will house the future Avondale Police Detention Center (City facility) and a portion of 9th Street right of way will be abandoned to accommodate the new City facility. Since 9th Street will not be constructed, the slope easement is no longer needed and could be abandoned.

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 slope easement located generally north of Western Avenue and east of the 9th Street alignment and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore, Terry Dorschied



Not to Scale

SLOPE EASEMENT ABANDONMENT

ORDINANCE NO. 2007-0223

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ABANDONING A SLOPE EASEMENT GENERALLY LOCATED NORTH OF WESTERN AVENUE AND SOUTH OF RILEY DRIVE, IN AVONDALE, ARIZONA AND CAUSING THE SLOPE EASEMENT TO BE RETURNED TO THE LARGER CITY PARCEL FOR OTHER PUBLIC USE.

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, a Slope Easement located on City parcel APN 500-21-025 north of Western Avenue and south of Riley Drive is reserved as a lateral support for the 9th Street Right-of-Way, once it is constructed for public use, and was dedicated by plat entitled Final Plat of Riley Property, adopted by the Council of the City of Avondale (the "City Council") on October 15, 2007 and recorded at Book 955, Page 25 in the Office of the Maricopa County Recorder on October 26, 2007 (the "Right-of-Way"); and

WHEREAS, the City Council has determined that the Slope Easement consisting of $\pm$ 0.097 acres of land is no longer needed and desires the said property to be abandoned (the "Abandoned Easement") to the larger City parcel APN 500-21-025 for future public use; and

WHEREAS, the Abandoned Easement has never been used as reserved and the City is authorized to vacate the land pursuant to ARIZ. REV. STAT. § 9-240(B)(3)(e) and ARIZ. REV. STAT. § 28-7205; and

WHEREAS, the City Council has determined that the Abandoned Easement is no longer needed and therefore, it is necessary and appropriate to abandon said easement.

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

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

SECTION 2. The Abandoned Easement, as more particularly described and depicted in Exhibit A, attached hereto and incorporated by reference, is hereby (i) declared to be no longer necessary for its intended purpose, and (ii) abandoned to the existing City parcel, labeled as APN 500-21-025 for future public use.

SECTION 3. Upon recordation of this Ordinance in the office of the Maricopa County Recorder, the Abandoned Easement shall be forever extinguished, and all right and title to the real property described therein shall revest in the City, which is the owner of the parcel labeled APN 500-21-025.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, February 6, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2007-0223

[Legal Description and Map of Abandoned Easement]

See following pages.

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
SLOPE EASEMENT ABANDONMENT
OVER A PART OF APN 500-21-025

A PARCEL OF LAND SITUATED IN A PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 11, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 11 BEARS NORTH 00 DEGREES 01 MINUTES 09 SECONDS EAST, A DISTANCE OF 2644.78 FEET;

THENCE UPON AND WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, NORTH 89 DEGREES 43 MINUTES 42 SECONDS EAST, A DISTANCE OF 1116.57 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 16 MINUTES 18 SECONDS WEST, A DISTANCE OF 206.96 FEET TO A POINT OF INTERSECTION OF THE EXISTING EAST RIGHT OF WAY LINE OF 9TH STREET WITH THE WESTERLY PROLONGATED NORTH LINE OF AN 8 FOOT WIDE PUBLIC UTILITY EASEMENT, AND ALSO BEING THE POINT OF BEGINNING;

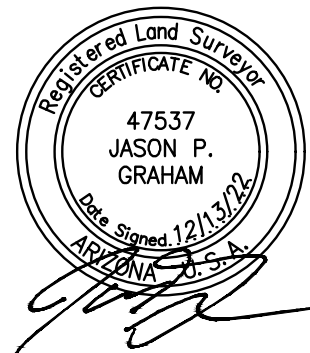
THENCE UPON AND WITH SAID EXISTING EAST RIGHT OF WAY LINE, NORTH 45 DEGREES 07 MINUTES 43 SECONDS WEST, A DISTANCE OF 16.93 FEET;

THENCE CONTINUING UPON AND WITH SAID EXISTING EAST RIGHT OF WAY LINE, NORTH 00 DEGREES 00 MINUTES 58 SECONDS EAST, A DISTANCE OF 140.83 FEET;

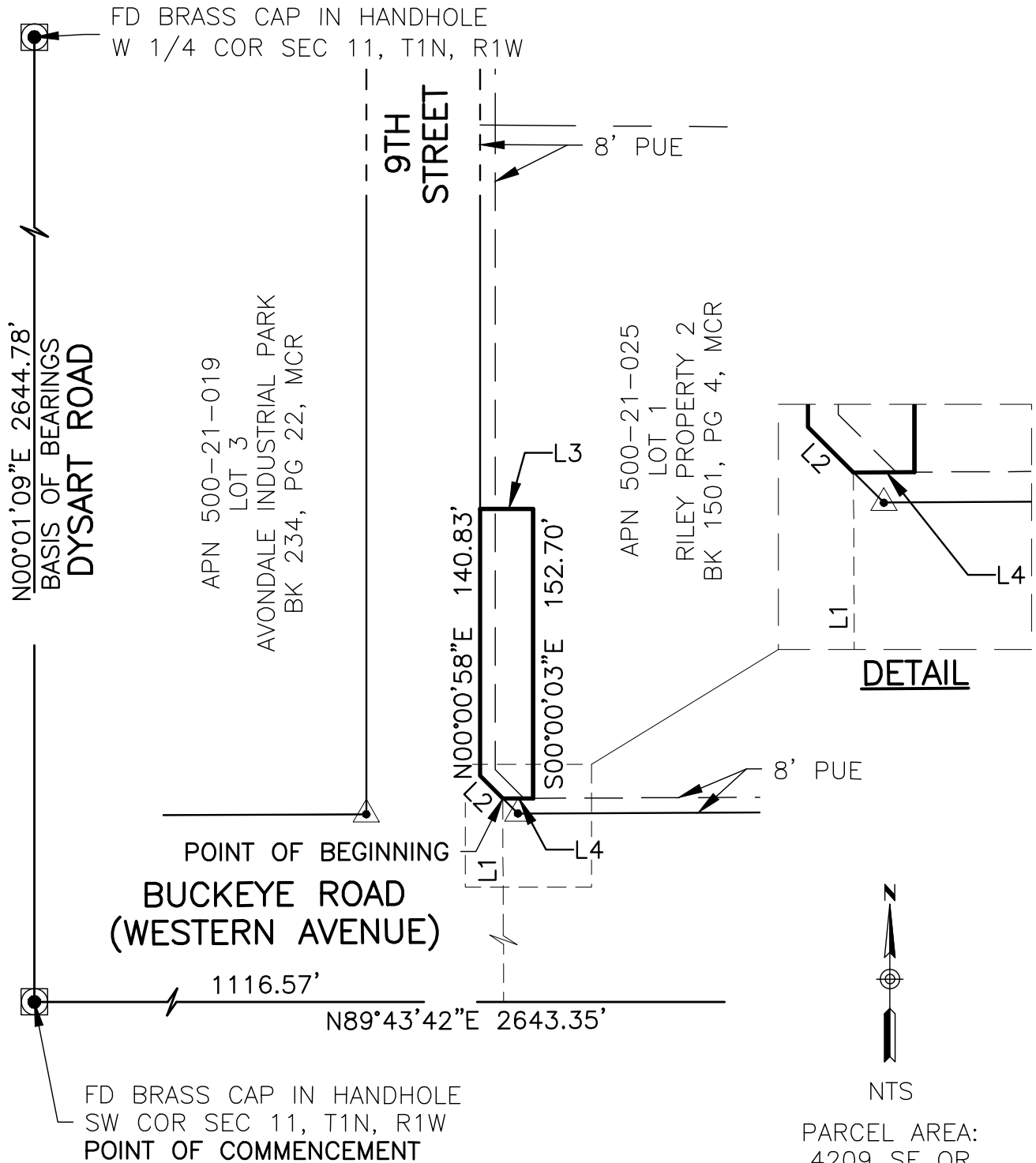
THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89 DEGREES 59 MINUTES 02 SECONDS EAST, A DISTANCE OF 28.00 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 03 SECONDS EAST, A DISTANCE OF 152.70 FEET, TO THE AFORESAID NORTH LINE OF AN 8 FOOT WIDE PUBLIC UTILITY EASEMENT;

THENCE SOUTH 89 DEGREES 43 MINUTES 36 SECONDS WEST, A DISTANCE OF 16.05 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 4209 SQUARE FEET OR 0.097 ACRES OF LAND, MORE OR LESS.



FILE:C:\Users\john.leach\AppData\Local\Temp\AcPublish_35572\SLOPE Abandonment.dwg DATE:Dec, 13 2022 TIME: 01:39 pm



THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

DIBBLE

Dibble Project No
1022159

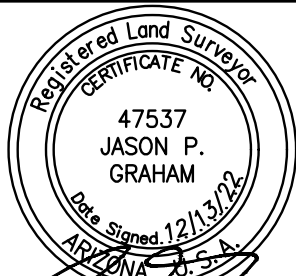


EXHIBIT "A"
SLOPE EASEMENT
ABANDONMENT

A PART OF THE SOUTHWEST 1/4 SECTION
11, T1N, R1W, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: DEC 2022

DRN: JHL CHK: BAR

PAGE 2

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N00°16'18"W	206.96'
L2	N45°07'43"W	16.93'
L3	N89°59'57"E	28.00'
L4	S89°43'36"W	16.05'

LEGEND



FOUND BRASS CAP IN HANDHOLE



FOUND MAG NAIL

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

DIBBLE

Dibble Project No
1022159

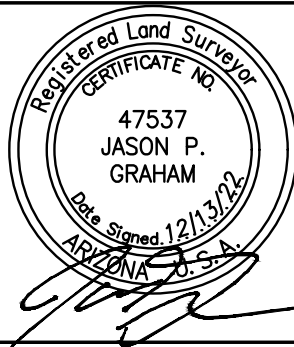


EXHIBIT "A"

SLOPE EASEMENT ABANDONMENT

A PART OF THE SOUTHWEST 1/4 SECTION
11, T1N, R1W, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: DEC 2022

DRN: JHL CHK: BAR

PAGE 3

CITY COUNCIL REPORT

SUBJECT: Ordinance 2008-0223 – Abandonment of a Public Utility Easement on City-Owned Property

MEETING DATE: 2/6/2023

TO: Mayor and Council

FROM: Aric Stewart, Director, Engineering Department

THROUGH: Tracy Stevens, Assistant 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 allow the City to maintain and expand quality infrastructure and improve connectivity to the City's amenities.

PURPOSE:

City Council will consider a request to adopt Ordinance 2008-0223 authorizing the abandonment of a public utility easement located generally north of Western Avenue and east of the 9th Street alignment 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 the "Final Plat of Riley Property" on October 15, 2007, which was recorded in Book 955, Page 25, with the Maricopa County Recorder's Office. This plat dedicated an 8-foot public utility easement on City-owned property.

DISCUSSION:

The 8-foot public utility easement (PUE) is located on City-owned property identified by APN 500-21-025. This property will house the future Avondale Police Detention Center and, as part of the proposed development, Staff has determined the PUE is no longer required. Staff wishes to abandon the PUE to accommodate development of the new facility. The PUE is located adjacent to and parallel to 9th Street right of way.

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 utility easement located generally north of Western Avenue and east of the 9th Street alignment and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore, Terry Dorschied

PROPOSED PUE ABANDONMENT



ORDINANCE NO. 2008-0223

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ABANDONING A PUBLIC UTILITY EASEMENT GENERALLY LOCATED NORTH OF WESTERN AVENUE AND SOUTH OF RILEY DRIVE, IN AVONDALE, ARIZONA AND CAUSING THE PUBLIC UTILITY EASEMENT TO BE RETURNED TO THE LARGER CITY PARCEL FOR OTHER PUBLIC USE.

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, a public utility easement generally located along the southwest portion of City parcel APN 500-21-025 north of Western Avenue and south of Riley Drive was dedicated by plat entitled Final Plat of Riley Property, adopted by the Council of the City of Avondale (the “City Council”) on October 15, 2007 and recorded at Book 955, Page 25 in the Office of the Maricopa County Recorder on October 26, 2007 (the “Public Utility Easement”); and

WHEREAS, the City Council has determined that the Public Utility Easement consisting of $\pm$ 0.054 acres of land is no longer needed and desires the said property to be abandoned (the “Abandoned Easement”) to the larger City parcel APN 500-21-025 for future public use; and

WHEREAS, the Abandoned Easement has never been used as dedicated and the City is authorized to vacate the land pursuant to ARIZ. REV. STAT. § 9-240(B)(3)(e) and ARIZ. REV. STAT. § 28-7205; and

WHEREAS, the City Council has determined that the Abandoned Easement is no longer needed and therefore, it is necessary and appropriate to abandon said easement.

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

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

SECTION 2. The Abandoned Easement, as more particularly described and depicted in Exhibit A, attached hereto and incorporated by reference, is hereby (i) declared to be no longer necessary, and (ii) abandoned to the existing City parcel, labeled as APN 500-21-025 for future public use.

SECTION 3. Upon recordation of this Ordinance in the office of the Maricopa County Recorder, the Abandoned Easement shall be forever extinguished, and all right and title to the real property described therein shall revert in the City, which is the owner of the parcel labeled APN 500-21-025.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, February 6, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2008-0223

[Legal Description and Map of Abandoned Easement]

See following pages.

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENT ABANDONMENT
OVER A PART OF APN 500-21-025

A PARCEL OF LAND SITUATED IN A PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 11, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 11 BEARS NORTH 00 DEGREES 01 MINUTES 09 SECONDS EAST, A DISTANCE OF 2644.78 FEET;

THENCE UPON AND WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, NORTH 89 DEGREES 43 MINUTES 42 SECONDS EAST, A DISTANCE OF 1116.57 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 16 MINUTES 18 SECONDS WEST, A DISTANCE OF 206.96 FEET TO A POINT OF INTERSECTION OF THE EXISTING EAST RIGHT OF WAY LINE OF 9TH STREET WITH THE WESTERLY PROLONGATED NORTH LINE OF AN 8 FOOT WIDE PUBLIC UTILITY EASEMENT, AND ALSO BEING THE POINT OF BEGINNING;

THENCE UPON AND WITH SAID EXISTING EAST RIGHT OF WAY LINE, NORTH 45 DEGREES 07 MINUTES 43 SECONDS WEST, A DISTANCE OF 16.93 FEET;

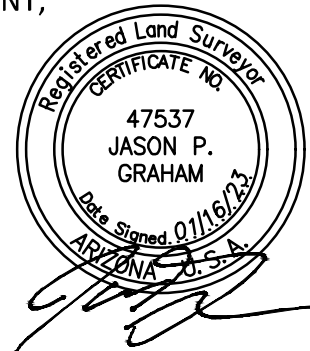
THENCE CONTINUING UPON AND WITH SAID EXISTING EAST RIGHT OF WAY LINE, NORTH 00 DEGREES 00 MINUTES 58 SECONDS EAST, A DISTANCE OF 277.49 FEET;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89 DEGREES 59 MINUTES 02 SECONDS EAST, A DISTANCE OF 8.00 FEET;

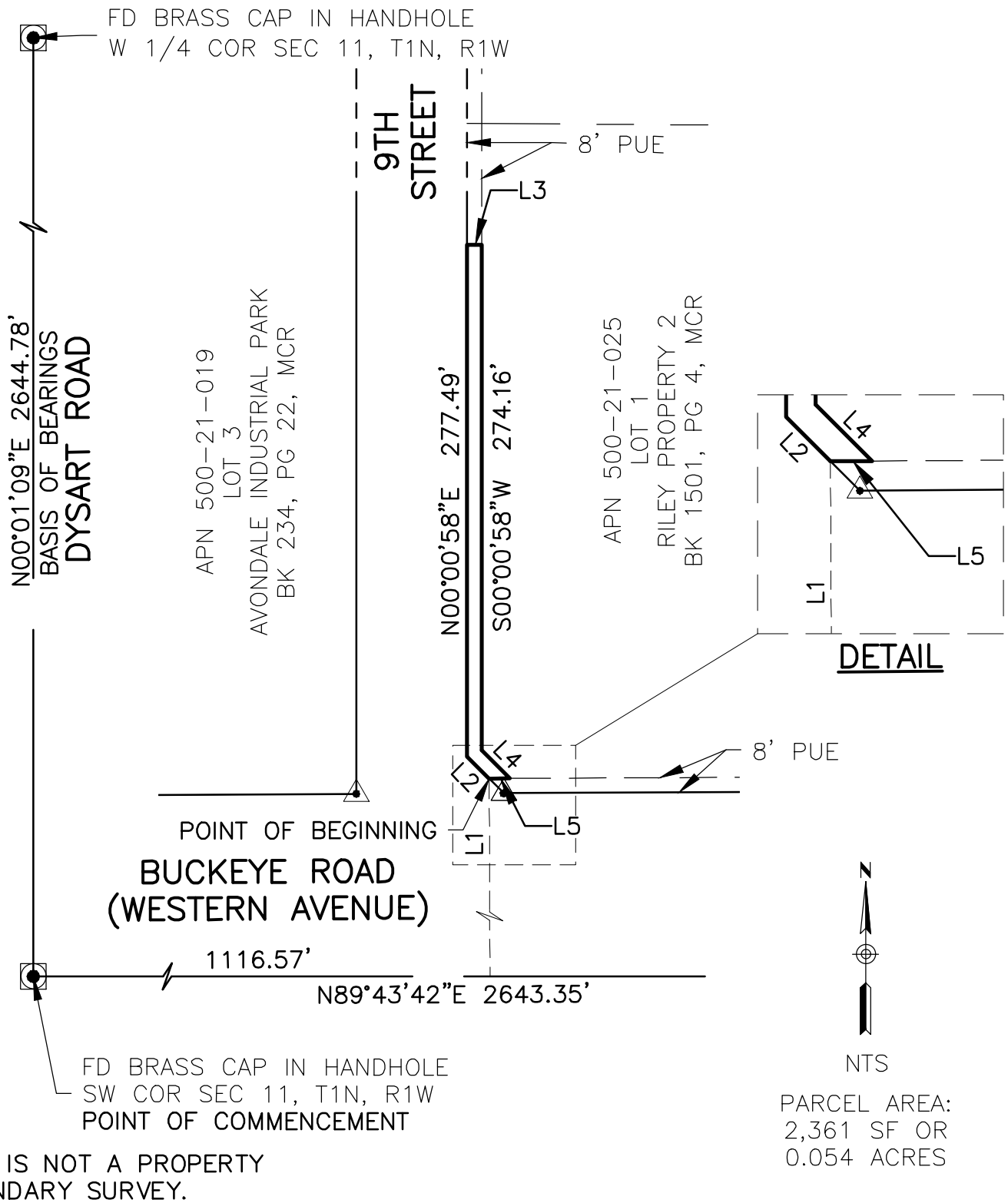
THENCE SOUTH 00 DEGREES 00 MINUTES 58 SECONDS WEST, A DISTANCE OF 274.16 FEET;

THENCE SOUTH 45 DEGREES 07 MINUTES 43 SECONDS EAST, A DISTANCE OF 21.56 FEET, TO THE AFORESAID NORTH LINE OF AN 8 FOOT WIDE PUBLIC UTILITY EASEMENT;

THENCE SOUTH 89 DEGREES 43 MINUTES 36 SECONDS WEST, A DISTANCE OF 11.29 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 2361 SQUARE FEET OR 0.054 ACRES OF LAND, MORE OR LESS.



FILE:V:\PROJECTS\2022\1022159 Avondale Detention\CAD\EXHIBITS\PU E Abandonment.dwg DATE:Jan, 16 2023 TIME: 07:01 am



DIBBLE

Dibble Project No
1022159



EXHIBIT "A"
PUBLIC UTILITY EASEMENT
ABANDONMENT

A PART OF THE SOUTHWEST 1/4 SECTION
11, T1N, R1W, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: JAN 2023

DRN: CSD CHK: BAR

PAGE 2

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N00°16'18"W	206.96'
L2	N45°07'43"W	16.93'
L3	S89°59'02"E	8.00'
L4	S45°07'43"E	21.56'
L5	S89°43'36"W	11.29'

LEGEND



FOUND BRASS CAP IN HANDHOLE



FOUND MAG NAIL

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

DIBBLE

Dibble Project No
1022159

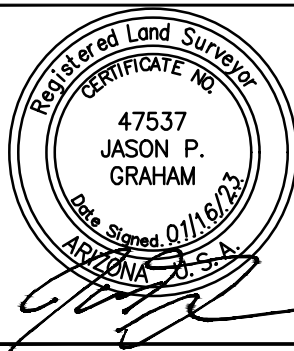


EXHIBIT "A" PUBLIC UTILITY EASEMENT ABANDONMENT

A PART OF THE SOUTHWEST 1/4 SECTION
11, T1N, R1W, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: JAN 2023

DRN: CSD CHK: BAR

PAGE 3

CITY COUNCIL REPORT

SUBJECT: Ordinance 2009-0223 – Abandonment of 9th Street Right of Way

MEETING DATE: 2/6/2023

TO: Mayor and Council

FROM: Aric Stewart, Director, Engineering Department

THROUGH: Tracy Stevens, Assistant 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 2009-0223 authorizing the abandonment of the 9th Street public right of way located generally north of Western Avenue and east of Dysart 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:

City Council approved "Final Plat of Riley Property", which was recorded in Book 955, Page 25, with the Maricopa County Recorder's Office. The plat dedicated a 60-foot right of way for 9th Street located between Riley Drive and Western Avenue. The right of way is adjacent to a City-owned parcel that will house the future Avondale Police Detention Center. The parcel is further identified by APN 500-21-025.

DISCUSSION:

Staff has determined that a portion of 9th Street public right of way is no longer needed and wishes to abandon the right of way to be incorporated into the parcel that will house the detention center. The proposed right of way abandonment generally includes an area of 72 feet by 284 feet located 8-feet north of the existing northern right of way of Western Avenue.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt Ordinance 2009-0223 authorizing the abandonment of 9th Street public right of way located generally north of Western Avenue and east of Dysart 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, Terry Dorschied



Not to Scale

RIGHT OF WAY ABANDONMENT

ORDINANCE NO. 2009-0223

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ABANDONING A PORTION OF 9TH STREET RIGHT-OF-WAY GENERALLY LOCATED NORTH OF WESTERN AVENUE AND SOUTH OF RILEY DRIVE, IN AVONDALE, ARIZONA AND CAUSING THE RIGHT-OF-WAY TO BE RETURNED TO THE LARGER CITY PARCEL FOR OTHER PUBLIC USE.

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 9th Street Right-of-Way located between Riley Drive and Western Avenue is dedicated for public use by plat entitled Final Plat of Riley Property and adopted by the Council of the City of Avondale (the "City Council") on October 15, 2007 and recorded at Book 955, Page 25 in the Office of the Maricopa County Recorder on October 26, 2007 (the "Right-of-Way"); and

WHEREAS, the City Council has determined that a portion of the Right-of-Way, consisting of ± 0.387 acres of real property is no longer needed and desires the said property (the "Abandoned ROW") to be abandoned to the adjacent larger City parcel APN 500-21-025 for future public use; and

WHEREAS, the Abandoned ROW has never been used as a roadway and the City is authorized to vacate the land pursuant to ARIZ. REV. STAT. § 9-240(B)(3)(e) and ARIZ. REV. STAT. § 28-7205; and

WHEREAS, the City Council has determined that the Abandoned ROW is no longer needed and therefore, it is necessary and appropriate to abandon said property.

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

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

SECTION 2. The Abandoned ROW, as more particularly described and depicted in Exhibit A, attached hereto and incorporated by reference, is hereby (i) declared to be no longer necessary for public use as a roadway, and (ii) abandoned to the adjacent City owned parcel, labeled as APN 500-21-025 for future public use.

SECTION 3. Upon recordation of this Ordinance in the office of the Maricopa County Recorder, the Abandoned ROW designation as a roadway shall be forever extinguished, and all right and title to the real property described therein shall revert in the City, which is the owner of the land abutting the Abandoned ROW.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, February 6, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2009-0223

[Legal Description and Map of Abandoned Roadway]

See following pages.

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
RIGHT OF WAY ABANDONMENT
OVER A PART OF 9TH STREET

A PARCEL OF LAND SITUATED IN A PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 11, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 11 BEARS NORTH 00 DEGREES 01 MINUTES 09 SECONDS EAST, A DISTANCE OF 2644.78 FEET;

THENCE UPON AND WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, NORTH 89 DEGREES 43 MINUTES 42 SECONDS EAST, A DISTANCE OF 1043.53 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 01 MINUTES 01 SECONDS EAST, A DISTANCE OF 198.96 FEET TO A POINT OF INTERSECTION OF THE EXISTING WEST RIGHT OF WAY LINE OF 9TH STREET WITH THE EXISTING NORTH RIGHT OF WAY LINE OF WESTERN AVENUE, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 3, AVONDALE INDUSTRIAL PARK AS RECORDED IN BOOK 234 OF MAPS ON PAGE 22, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE UPON AND WITH SAID EXISTING WEST RIGHT OF WAY LINE, NORTH 00 DEGREES 00 MINUTES 58 SECONDS EAST, A DISTANCE OF 8.00 FEET, AND ALSO BEING THE POINT OF BEGINNING;

THENCE UPON AND WITH SAID EXISTING WEST RIGHT OF WAY LINE, NORTH 00 DEGREES 00 MINUTES 58 SECONDS EAST, A DISTANCE OF 279.79 FEET;

THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, SOUTH 89 DEGREES 58 MINUTES 59 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF THE AFORESAID 9TH STREET;

THENCE UPON AND WITH SAID EXISTING EAST RIGHT OF WAY LINE, SOUTH 00 DEGREES 00 MINUTES 58 SECONDS WEST, A DISTANCE OF 267.49 FEET;

THENCE CONTINUING UPON AND WITH SAID EXISTING EAST RIGHT OF WAY LINE, SOUTH 45 DEGREES 07 MINUTES 43 SECONDS EAST, A DISTANCE OF 16.93 FEET;

THENCE SOUTH 89 DEGREES 43 MINUTES 36 SECONDS WEST, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 16,850 SQUARE FEET OR 0.387 ACRES OF LAND, MORE OR LESS.



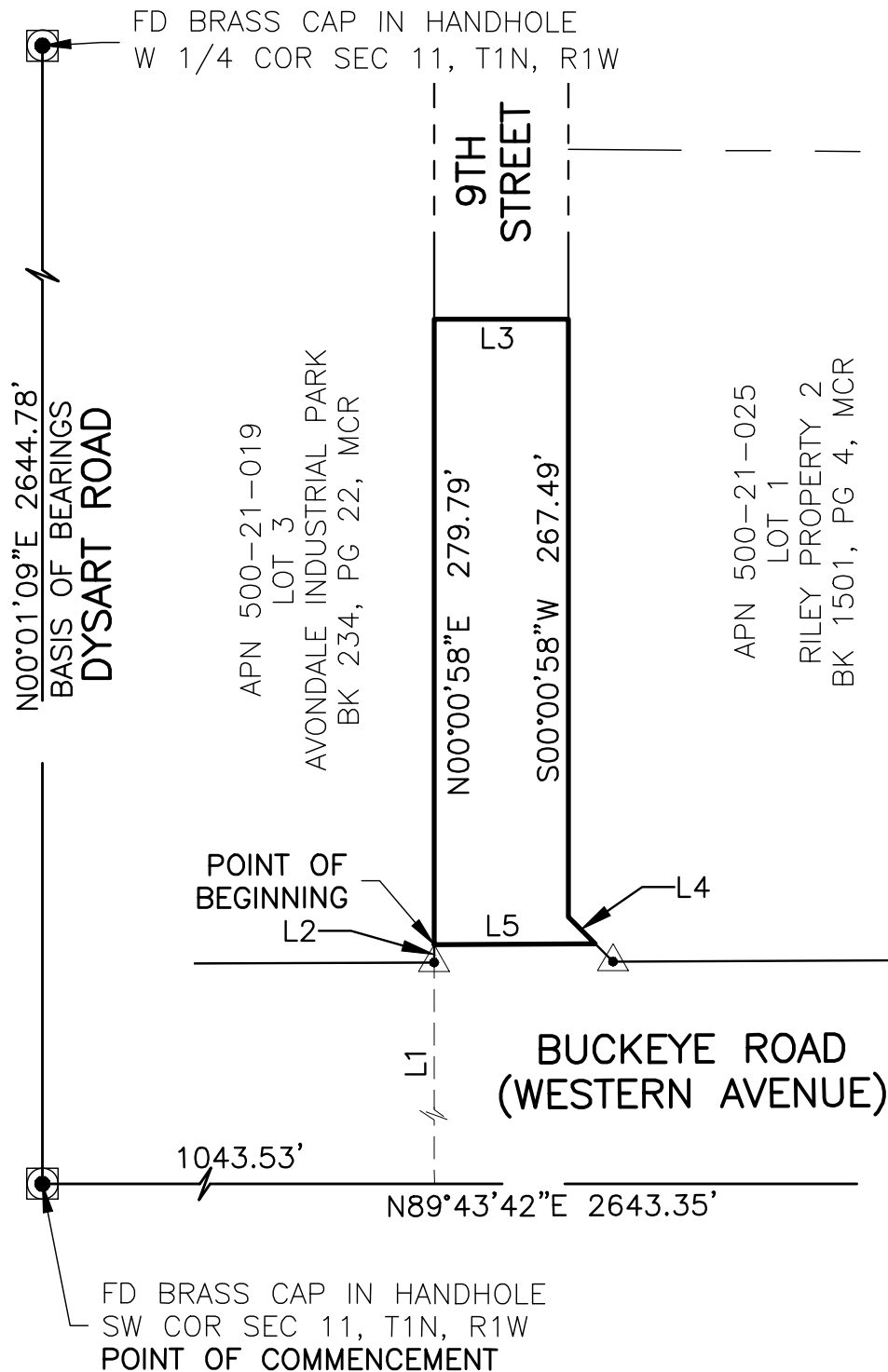
DEC 2022
PAGE 1

9TH ST ABANDONMENT



DIBBLE PROJECT NO 1022159

FILE:C:\Users\john.leach\AppData\Local\Temp\AcPublish_35572\ROW Abandonment.dwg DATE:Dec, 13 2022 TIME: 01:44 pm



NTS

PARCEL AREA:
16,850 SF OR
0.387 ACRES

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

DIBBLE

Dibble Project No
1022159

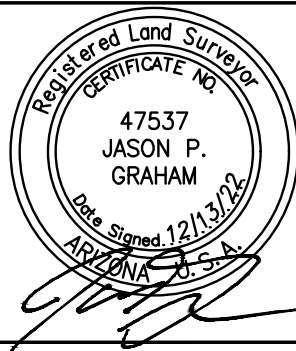


EXHIBIT "A"
RIGHT OF WAY ABANDONMENT

A PART OF THE SOUTHWEST 1/4 SECTION
11, T1N, R1W, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: DEC 2022

DRN: CSD CHK: BAR

PAGE 2

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N00°01'01"E	198.96'
L2	N00°03'20"W	8.00'
L3	S89°58'59"E	60.00'
L4	S45°07'43"E	16.93'
L5	S89°43'36"W	72.00'

LEGEND



FOUND BRASS CAP IN HANDHOLE



FOUND MAG NAIL

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

DIBBLE

Dibble Project No
1022159

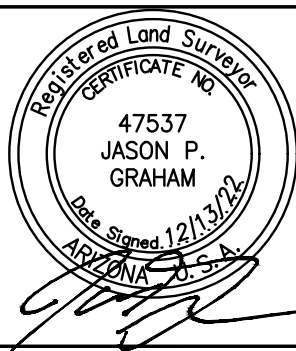


EXHIBIT "A"

RIGHT OF WAY ABANDONMENT

A PART OF THE SOUTHWEST 1/4 SECTION
11, T1N, R1W, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: DEC 2022

DRN: CSD CHK: BAR

PAGE 3

CITY COUNCIL REPORT

SUBJECT: Ordinance 2010-0223 – Abandonment of Temporary Drainage Easements on City-Owned Properties

MEETING DATE: 2/6/2023

TO: Mayor and Council

FROM: Aric Stewart, Director, Engineering Department

THROUGH: Tracy Stevens, Assistant 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 2010-0223 authorizing the abandonment of temporary drainage easements located generally north of Western Avenue and east of the 9th Street alignment 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 the "Final Plat of Riley Property" on October 15, 2007, as recorded in Book 955, Page 25, with the Maricopa County Recorder's Office. This plat dedicated three, 20-foot temporary drainage easements along parcels owned by the City.

On December 9, 2019, City Council approved "Riley Property 2, a Replat of "Riley Property" which was recorded in Book 1501, Page 4, with the Maricopa County Recorder's Office. The plat denoted the same temporary drainage easements were to be abandoned by said plat. However, the easements should have been abandoned by a separate City Council action and not by a recorded plat.

DISCUSSION:

The staff wishes to abandon the temporary drainage easements in the proper manner by adoption of an ordinance by the City Council authorizing the abandonment of the easements. The easements are located along City parcels identified by APNs 500-21-025 and 500-21-026.

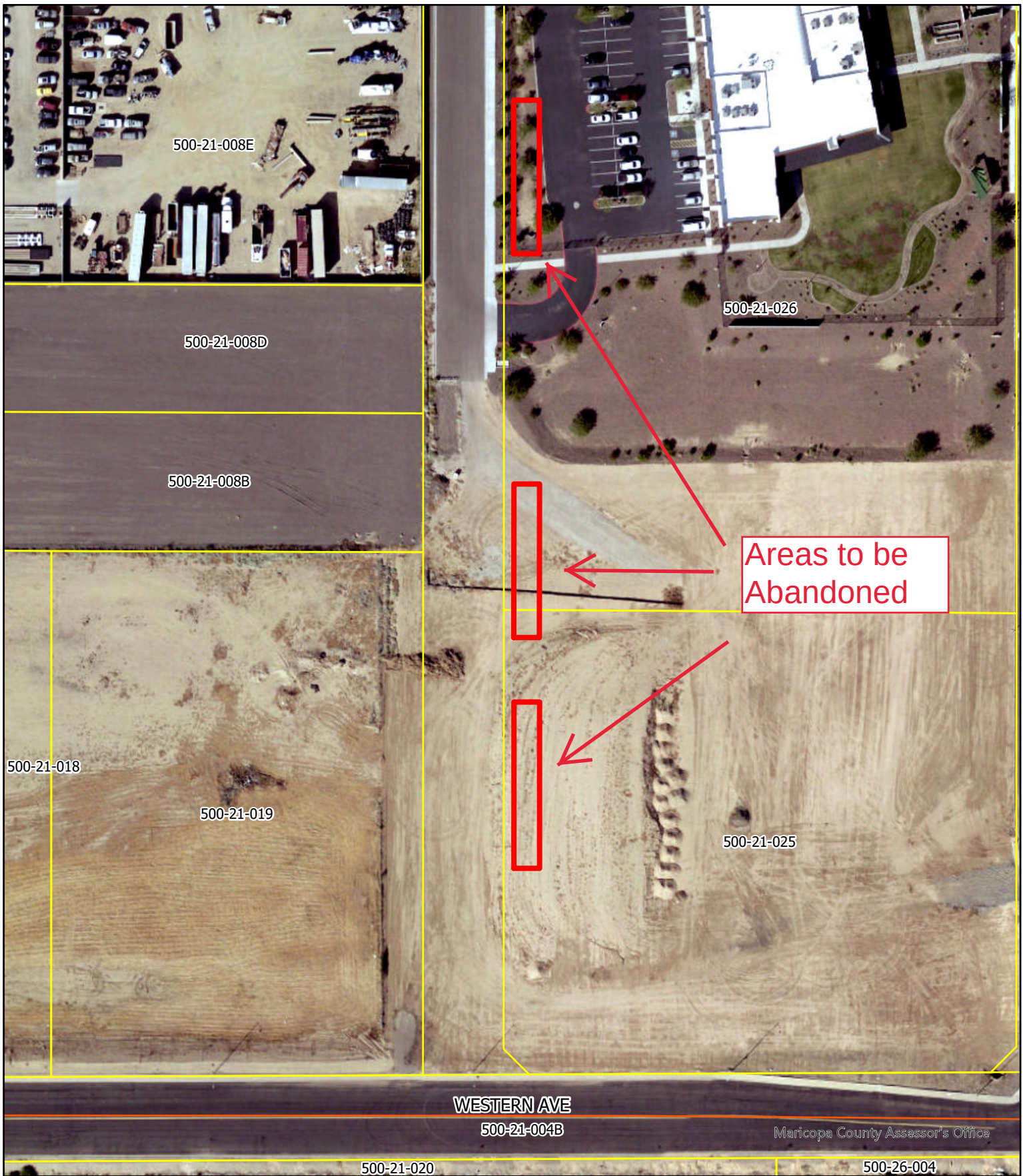
BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the abandonment of temporary drainage easements located generally north of Western Avenue and east of the 9th Street alignment and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore, Terry Dorschied



Areas to be Abandoned

WESTERN AVE
500-21-004B

Maricopa County Assessor's Office

500-21-020

500-26-004



TEMPORARY DRAINAGE EASEMENT ABANDONMENT

ORDINANCE NO. 2010-0223

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ABANDONMENT OF THREE TEMPORARY DRAINAGE EASEMENTS GENERALLY LOCATED NORTH OF WESTERN AVENUE AND EAST OF THE 9TH STREET ALIGNMENT 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 three temporary drainage easements, consisting of approximately ± 0.055 acres each and generally located north of Western Avenue and east of the 9th Street alignment as depicted on Final Plat of Riley Property (collectively, the “Easements”) recorded Map Book 955, Page 25, in the Maricopa County Recorder’s Office on October 26, 2007; and

WHEREAS, the Council of the City of Avondale (the “City Council”) has determined that the Easements 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 easement consisting of approximately ± 0.060 acres, (“Easement 1”), as more particularly described and depicted in Exhibit 1, attached hereto and incorporated herein by reference, is hereby declared to be no longer necessary and is hereby abandoned.

SECTION 3. The easement consisting of approximately ± 0.055 acres, (“Easement 2”), as more particularly described and depicted in Exhibit 2, attached hereto and incorporated herein by reference, is hereby declared to be no longer necessary and is hereby abandoned.

SECTION 4. The easement consisting of approximately ± 0.055 acres, (“Easement 3”), as more particularly described and depicted in Exhibit 3, attached hereto and incorporated herein by reference, is hereby declared to be no longer necessary and is hereby abandoned.

SECTION 5. 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 with the City of Avondale, identified by Maricopa County Assessor Parcel Nos. 500-21-025 and 500-21-026.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, February 6, 2023.

Kenneth Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2010-0223

[Legal Description and Map of Easement 1 on APN 500-21-025]

See following pages.

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
TEMPORARY DRAINAGE EASEMENT ABANDONMENT
OVER APN 500-21-025

A PARCEL OF LAND SITUATED IN A PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 11, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 11 BEARS NORTH 00 DEGREES 01 MINUTES 09 SECONDS EAST, A DISTANCE OF 2644.78 FEET;

THENCE UPON AND WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, NORTH 89 DEGREES 43 MINUTES 42 SECONDS EAST, A DISTANCE OF 1116.57 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 16 MINUTES 18 SECONDS WEST, A DISTANCE OF 206.96 FEET TO A POINT OF INTERSECTION OF THE EXISTING EAST RIGHT OF WAY LINE OF 9TH STREET WITH THE WESTERLY PROLONGATED NORTH LINE OF AN 8 FOOT WIDE PUBLIC UTILITY EASEMENT;

THENCE UPON AND WITH SAID PROLONGATED NORTH LINE OF AN 8 FOOT WIDE PUBLIC UTILITY EASEMENT, NORTH 89 DEGREES 43 MINUTES 36 SECONDS EAST, A DISTANCE OF 11.29 FEET;

THENCE UPON AND WITH SAID 8 FOOT WIDE PUBLIC UTILITY EASEMENT, NORTH 45 DEGREES 07 MINUTES 43 SECONDS EAST, A DISTANCE OF 21.56 FEET;

THENCE CONTINUING UPON AND WITH SAID 8 FOOT WIDE PUBLIC UTILITY EASEMENT, NORTH 00 DEGREES 00 MINUTES 58 SECONDS EAST, A DISTANCE OF 137.51 FEET, AND ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING UPON AND WITH SAID 8 FOOT WIDE PUBLIC UTILITY EASEMENT, NORTH 00 DEGREES 00 MINUTES 58 SECONDS EAST, A DISTANCE OF 130.00 FEET;

THENCE DEPARTING SAID 8 FOOT WIDE PUBLIC UTILITY EASEMENT, NORTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 03 SECONDS EAST, A DISTANCE OF 130.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 57 SECONDS WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 2600 SQUARE FEET OR 0.060 ACRES OF LAND, MORE OR LESS.

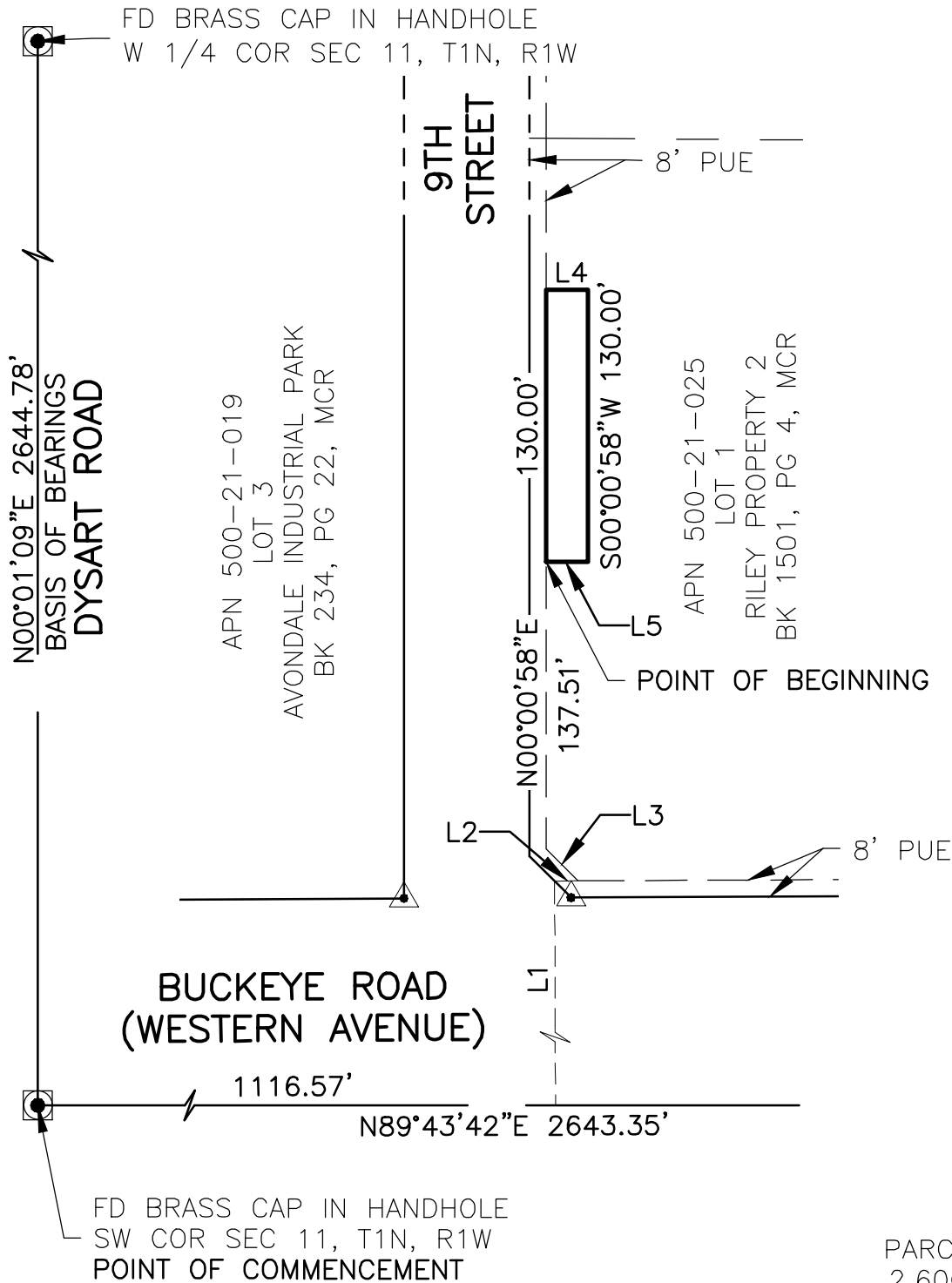
JAN 2023
PAGE 1

DRAINAGE ABANDONMENT



DIBBLE PROJECT NO 1022159

FILE:V:\PROJECTS\2022\1022159 Avondale Detention\CAD\EXHIBITS\DRain Abandonment 1.dwg DATE:Jan, 20 2023 TIME: 09:06 am



THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

DIBBLE

Dibble Project No
1022159



EXHIBIT "A"
TEMPORARY DRAINAGE EASEMENT
ABANDONMENT

A PART OF THE SOUTHWEST 1/4 SECTION
11, T1N, R1W, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: JAN 2023

DRN: JHL CHK: CSD

PAGE 2

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N00°16'18"W	206.96'
L2	N89°43'36"E	11.29'
L3	N45°07'43"W	21.56'
L4	N89°59'57"E	20.00'
L5	S89°59'57"W	20.00'

LEGEND



FOUND BRASS CAP IN HANDHOLE



FOUND MAG NAIL

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

DIBBLE

Dibble Project No
1022159

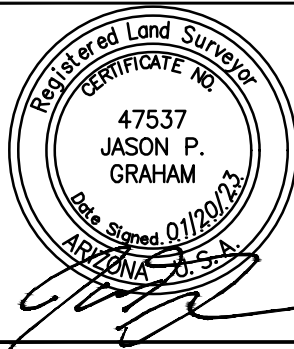


EXHIBIT "A" TEMPORARY DRAINAGE EASEMENT ABANDONMENT

A PART OF THE SOUTHWEST 1/4 SECTION
11, T1N, R1W, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: JAN 2023

DRN: JHL CHK: CSD

PAGE 3

EXHIBIT 2
TO
ORDINANCE NO. 2010-0223

[Legal Description and Map of Easement 2 on APN 500-21-025 and APN 500-21-026]

See following pages.

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
TEMPORARY DRAINAGE EASEMENT ABANDONMENT
OVER A PART OF APN 500-21-025 & APN 500-21-026

A PARCEL OF LAND SITUATED IN A PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 11, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 11 BEARS NORTH 00 DEGREES 01 MINUTES 09 SECONDS EAST, A DISTANCE OF 2644.78 FEET;

THENCE UPON AND WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, NORTH 89 DEGREES 43 MINUTES 42 SECONDS EAST, A DISTANCE OF 1116.57 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 16 MINUTES 18 SECONDS WEST, A DISTANCE OF 206.96 FEET TO A POINT OF INTERSECTION OF THE EXISTING EAST RIGHT OF WAY LINE OF 9TH STREET WITH THE WESTERLY PROLONGATED NORTH LINE OF AN 8 FOOT WIDE PUBLIC UTILITY EASEMENT;

THENCE UPON AND WITH SAID PROLONGATED NORTH LINE OF AN 8 FOOT WIDE PUBLIC UTILITY EASEMENT, NORTH 89 DEGREES 43 MINUTES 36 SECONDS EAST, A DISTANCE OF 11.29 FEET;

THENCE CONTINUING UPON AND WITH SAID 8 FOOT WIDE PUBLIC UTILITY EASEMENT, NORTH 45 DEGREES 07 MINUTES 43 SECONDS EAST, A DISTANCE OF 21.56 FEET;

THENCE CONTINUING UPON AND WITH SAID 8 FOOT WIDE PUBLIC UTILITY EASEMENT, NORTH 00 DEGREES 00 MINUTES 58 SECONDS EAST, A DISTANCE OF 317.84 FEET, AND ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING UPON AND WITH SAID 8 FOOT WIDE PUBLIC UTILITY EASEMENT, NORTH 00 DEGREES 00 MINUTES 58 SECONDS EAST, A DISTANCE OF 120.00 FEET;

THENCE DEPARTING SAID 8 FOOT WIDE PUBLIC UTILITY EASEMENT, SOUTH 89 DEGREES 59 MINUTES 02 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 58 SECONDS WEST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 02 SECONDS WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 2400 SQUARE FEET OR 0.055 ACRES OF LAND, MORE OR LESS.



JAN 2023
PAGE 1

DRAINAGE ABANDONMENT



DIBBLE PROJECT NO 1022159



PARCEL AREA:
2,400 SF OR
0.055 ACRES

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

A PART OF THE SOUTHWEST 1/4 SECTION
11, T1N, R1W, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

DRN: JHL CHK: CSD

PAGE 2

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L4	S89°59'02"E	20.00'
L5	N89°59'02"W	20.00'

LEGEND



FOUND BRASS CAP IN HANDHOLE



FOUND MAG NAIL

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

DIBBLE

Dibble Project No
1022159

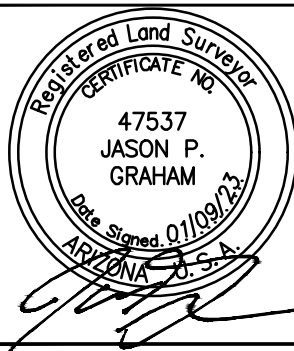


EXHIBIT "A" TEMPORARY DRAINAGE EASEMENT ABANDONMENT

A PART OF THE SOUTHWEST 1/4 SECTION
11, T1N, R1W, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: JAN 2023

DRN: JHL CHK: CSD

PAGE 3

EXHIBIT 3
TO
ORDINANCE NO. 2010-0223

[Legal Description and Map of Easement 3 on APN 500-21-026]

See following pages.

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
TEMP DRAINAGE EASEMENT ABANDONMENT
OVER APN 500-21-026

A PARCEL OF LAND SITUATED IN A PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 11, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 11 BEARS NORTH 00 DEGREES 01 MINUTES 09 SECONDS EAST, A DISTANCE OF 2644.78 FEET;

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THENCE UPON AND WITH SAID PROLONGATED NORTH LINE OF AN 8 FOOT WIDE PUBLIC UTILITY EASEMENT, NORTH 89 DEGREES 43 MINUTES 36 SECONDS EAST, A DISTANCE OF 11.29 FEET;

THENCE CONTINUING UPON AND WITH SAID 8 FOOT WIDE PUBLIC UTILITY EASEMENT, NORTH 45 DEGREES 07 MINUTES 43 SECONDS EAST, A DISTANCE OF 21.56 FEET;

THENCE CONTINUING UPON AND WITH SAID 8 FOOT WIDE PUBLIC UTILITY EASEMENT, NORTH 00 DEGREES 00 MINUTES 58 SECONDS EAST, A DISTANCE OF 617.84 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING UPON AND WITH SAID 8 FOOT WIDE PUBLIC UTILITY EASEMENT, NORTH 00 DEGREES 00 MINUTES 58 SECONDS EAST, A DISTANCE OF 120.00 FEET;

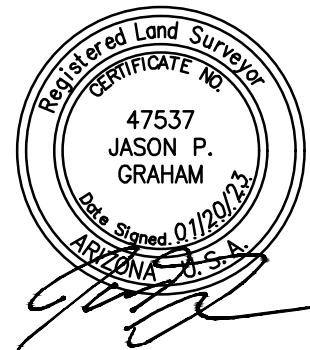
THENCE DEPARTING SAID 8 FOOT WIDE PUBLIC UTILITY EASEMENT, SOUTH 89 DEGREES 59 MINUTES 02 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 58 SECONDS WEST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 02 SECONDS WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 2400 SQUARE FEET OR 0.055 ACRES OF LAND, MORE OR LESS.

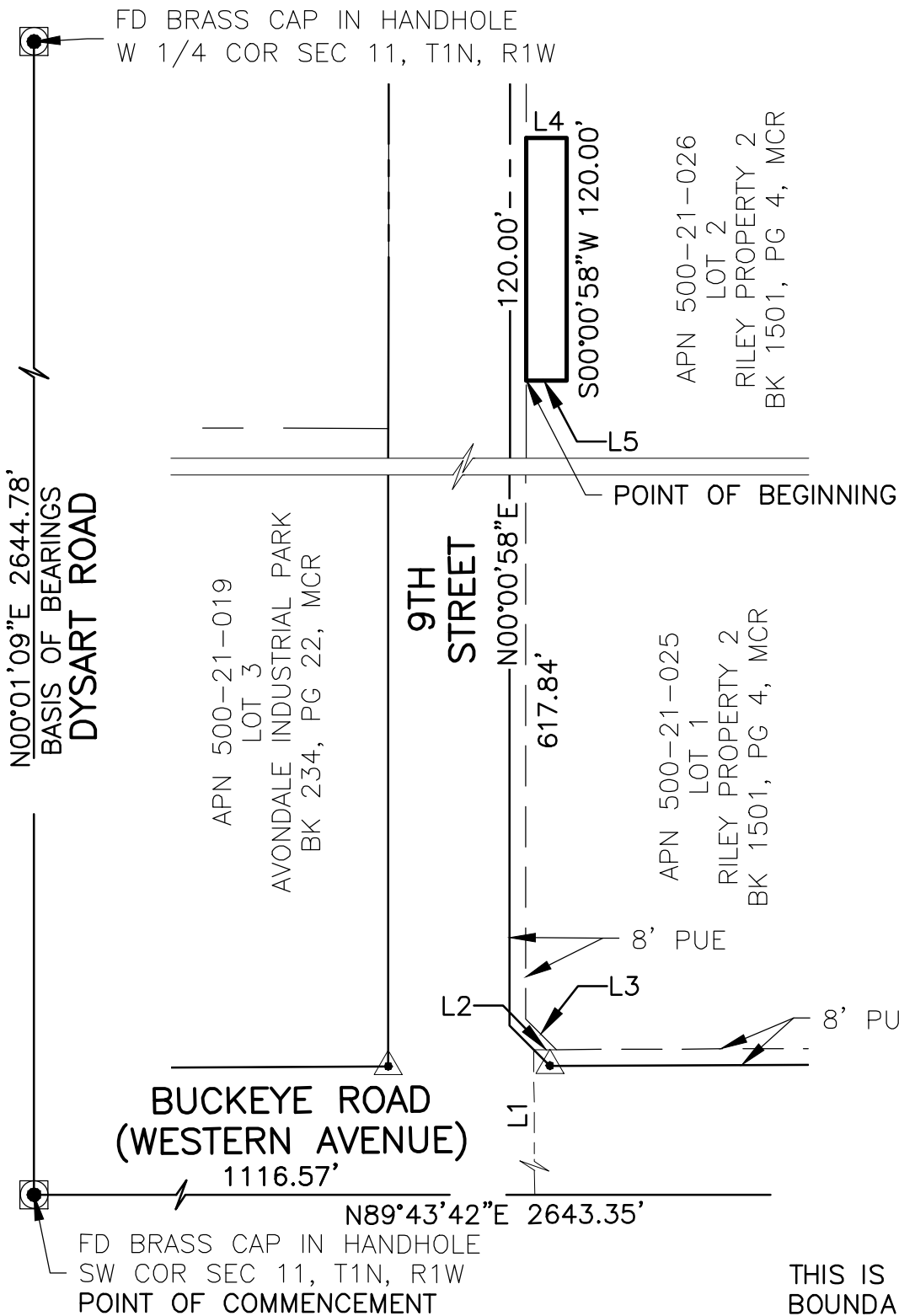
JAN 2023
PAGE 1

DRAINAGE ABANDONMENT



DIBBLE PROJECT NO 1022159

FILE:V:\PROJECTS\2022\1022159 Avondale Detention\CAD\EXHIBITS\DRain Abandonment 3.dwg DATE:Jan, 20 2023 TIME: 09:09 am



NTS

PARCEL AREA:
2,400 SF OR
0.055 ACRES

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

DIBBLE

Dibble Project No
1022159



EXHIBIT "A"
TEMP DRAINAGE EASEMENT
ABANDONMENT

A PART OF THE SOUTHWEST 1/4 SECTION
11, T1N, R1W, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: JAN 2023

DRN: JHL CHK: BAR

PAGE 2

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L5	N89°59'02"W	20.00'

LEGEND



FOUND BRASS CAP IN HANDHOLE



FOUND MAG NAIL

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BOUNDARY SURVEY.

DIBBLE

Dibble Project No
1022159

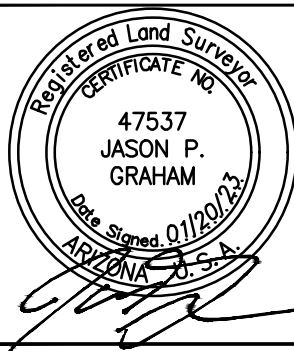


EXHIBIT "A"

TEMP DRAINAGE EASEMENT
ABANDONMENT

A PART OF THE SOUTHWEST 1/4 SECTION
11, T1N, R1W, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: JAN 2023

DRN: JHL CHK: BAR

PAGE 3

CITY COUNCIL REPORT

SUBJECT: Ordinance 2011-0223 – SRP Power Distribution Easement for the Avondale Aquatic Center

MEETING DATE: 2/6/2023

TO: Mayor and Council

FROM: Aric Stewart, Director, Engineering Department

THROUGH: Tracy Stevens, Assistant 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 2011-0223 authorizing the granting of a power distribution easement to Salt River Project (SRP) 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, SRP will be granted an easement for power distribution to provide electric service to the facility.

DISCUSSION:

A power distribution easement 8 feet in width will be granted to SRP. This easement is generally located south of West Coldwater Springs Boulevard, east of Avondale Boulevard and east of Civic Center Drive.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the granting of a power distribution easement to Salt River Project 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: Aric Stewart

ORDINANCE NO. 2011-0223

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING AN EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT FOR THE AVONDALE AQUATICS CENTER PROJECT.

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

SECTION 1. A power distribution easement is hereby granted to Salt River Project Agricultural Improvement and Power District, in substantially the form attached hereto as Exhibit 1 and incorporated herein by reference, through, over, under and across $\pm$ 1426 square feet of real property, generally located east of Civic Center Drive and south of West Coldwater Springs Boulevard, as depicted and 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, February 6, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2011-0223

[Power Distribution Easement]

See following pages.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB10W
P. O. Box 52025
Phoenix, Arizona 85072-2025

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

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 101-01-017B
NW ¼, SEC. 07, T01N, R01E

Agt. HAS
Job # LJ90234 / T3419464
W HAS C JEP
R/W #

CITY OF AVONDALE, an Arizona municipal corporation,

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

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

Grantor's Property:

A portion of the Northwest quarter of Section 07, Township 01 North, Range 01 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Easement Parcel:

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

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

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

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

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

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

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

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

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Cimage

EXHIBIT "A"

SRP JOB NUMBER: T3419464

SRP JOB NAME: AVONDALE AQUATICS CENTER

TTRRSS: 1N1E07

DATE: 12-9-2022

PAGE: 1 OF 4

AN EASEMENT WITHIN A PARCEL OF LAND AS DESCRIBED PER DOCUMENT 2021-1180342 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE NORTHWEST QUARTER OF SECTION 07, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 07, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 07, BEING A BRASS CAP IN HAND HOLE, BEARS SOUTH 00 DEGREES 20 MINUTES 46 SECONDS EAST, A DISTANCE OF 2582.26 FEET (**BASIS OF BEARINGS**);

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 07, SOUTH 00 DEGREES 20 MINUTES 46 SECONDS EAST, A DISTANCE OF 1956.25 FEET;

THENCE NORTH 89 DEGREES 39 MINUTES 14 SECONDS EAST, A DISTANCE OF 1658.82 FEET TO A POINT ON THE EASTERLY LINE OF A PUBLIC UTILITY EASEMENT AS DESCRIBED IN BOOK 642, PAGE 07 MCR AND ALSO THE **POINT OF BEGINNING**;

THENCE SOUTH 83 DEGREES 34 MINUTES 47 SECONDS EAST A DISTANCE OF 147.35 FEET;

THENCE SOUTH 06 DEGREES 25 MINUTES 13 SECONDS WEST A DISTANCE OF 29.98 FEET;

THENCE NORTH 83 DEGREES 55 MINUTES 13 SECONDS WEST, A DISTANCE OF 11.12 FEET;

THENCE NORTH 06 DEGREES 04 MINUTES 47 SECONDS EAST A DISTANCE OF 22.04 FEET;

THENCE NORTH 83 DEGREES 34 MINUTES 47 SECONDS WEST A DISTANCE OF 136.29 FEET TO A POINT ON SAID PUBLIC UTILITY EASEMENT AND ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWEST WITH A RADIUS OF 310.00 FEET, A CHORD BEARING OF NORTH 07 DEGREES 47 MINUTES 58 SECONDS EAST AND A CHORD DISTANCE OF 8.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT, AND AN ARC DISTANCE OF 8.00 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREES 28 MINUTES 45 SECONDS TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS AN AREA OF 1426 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION

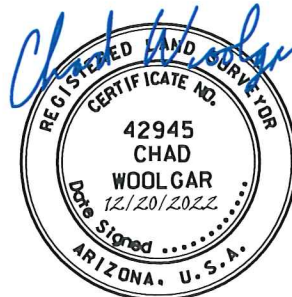
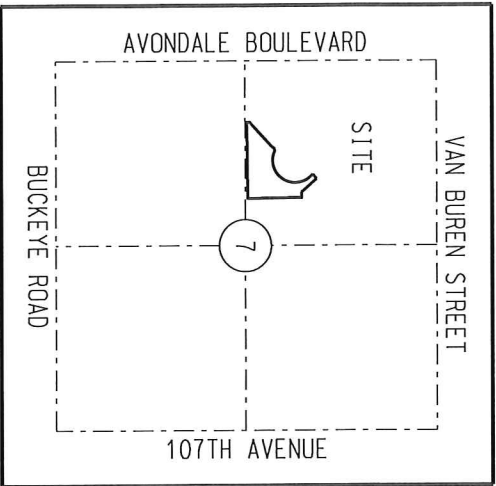


EXHIBIT "A"



VICINITY MAP (NTS)
T1N, R1E
G&SRM

CAUTION

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

NOTES

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

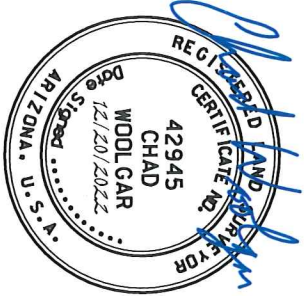
ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

LEGEND

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

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
BCHH	BRASS CAP IN HAND HOLE
FND	FOUND
MCR	MARICOPA COUNTY RECORDER
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE
PUE	PUBLIC UTILITY EASEMENT



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

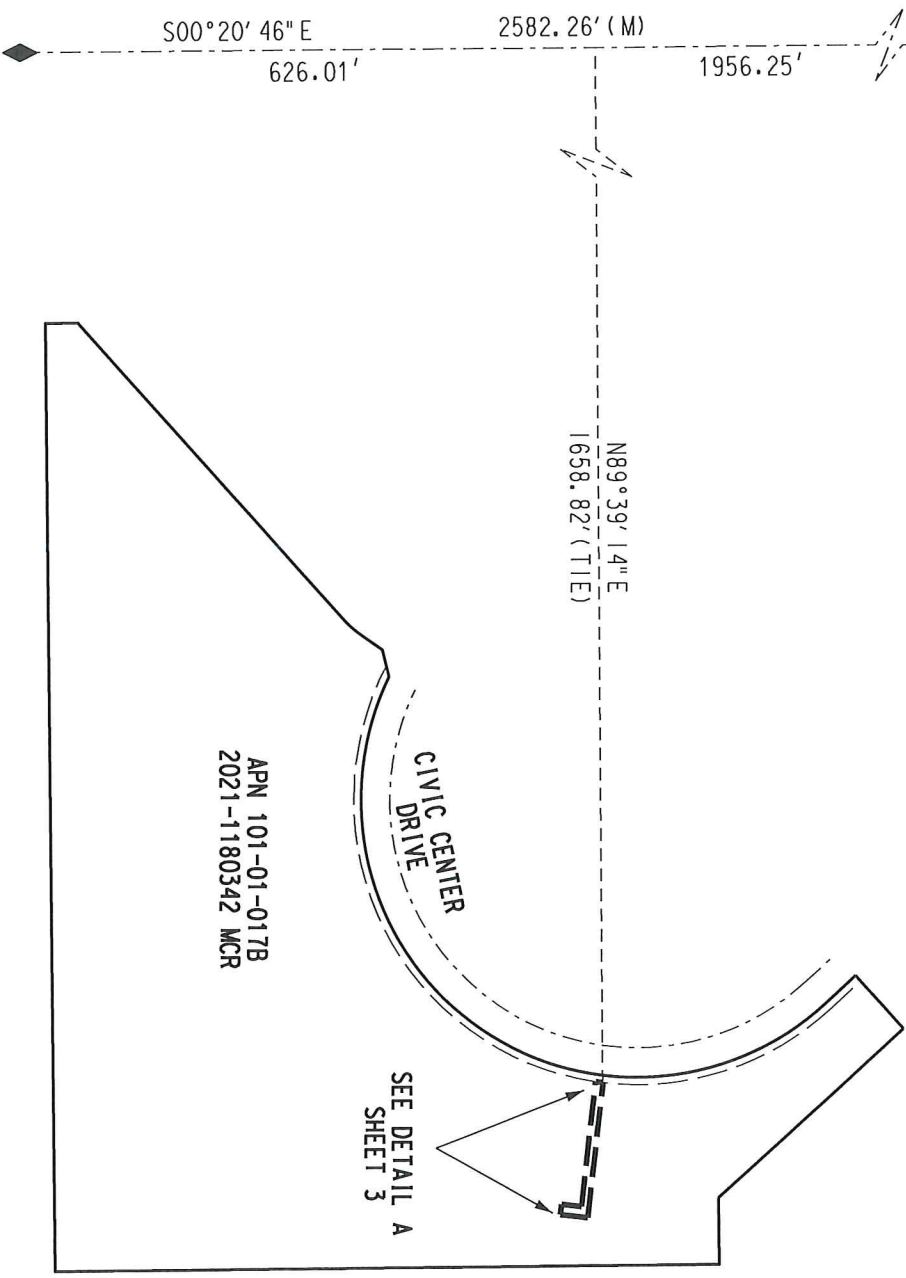
SALT RIVER PROJECT		SURVEY DIVISION	
AGRICULTURAL IMPROVEMENT & POWER DISTRICT		LAND DEPARTMENT	
SRP LDWR NUMBER:	SCALE: NTS	AVONDALE AQUATICS CENTER NW 1/4, SECTION 7 T.1 N., R.1 E. 4.7 NORTH - 0.3 EAST	
I.O. NUMBER: T3419464	SHEET: 2 OF 4		
AGENT: SOLIZ	SHEET SIZE: 8.5"x11"		
DRAWN: SMITH	REVISION: 0		
CHECKED BY: HOWARD	CREW CHIEF: HENDRICKSON		
DATE: 12-9-2022	JEP FIELD DATE: 11-22-2022		

EXHIBIT "A"

NORTHWEST CORNER
SECTION 7
FND BCHH
LVI 4-13-2018

VAN BUREN STREET
POINT OF
COMMENCEMENT

AVONDALE BOULEVARD
BASIS OF BEARING

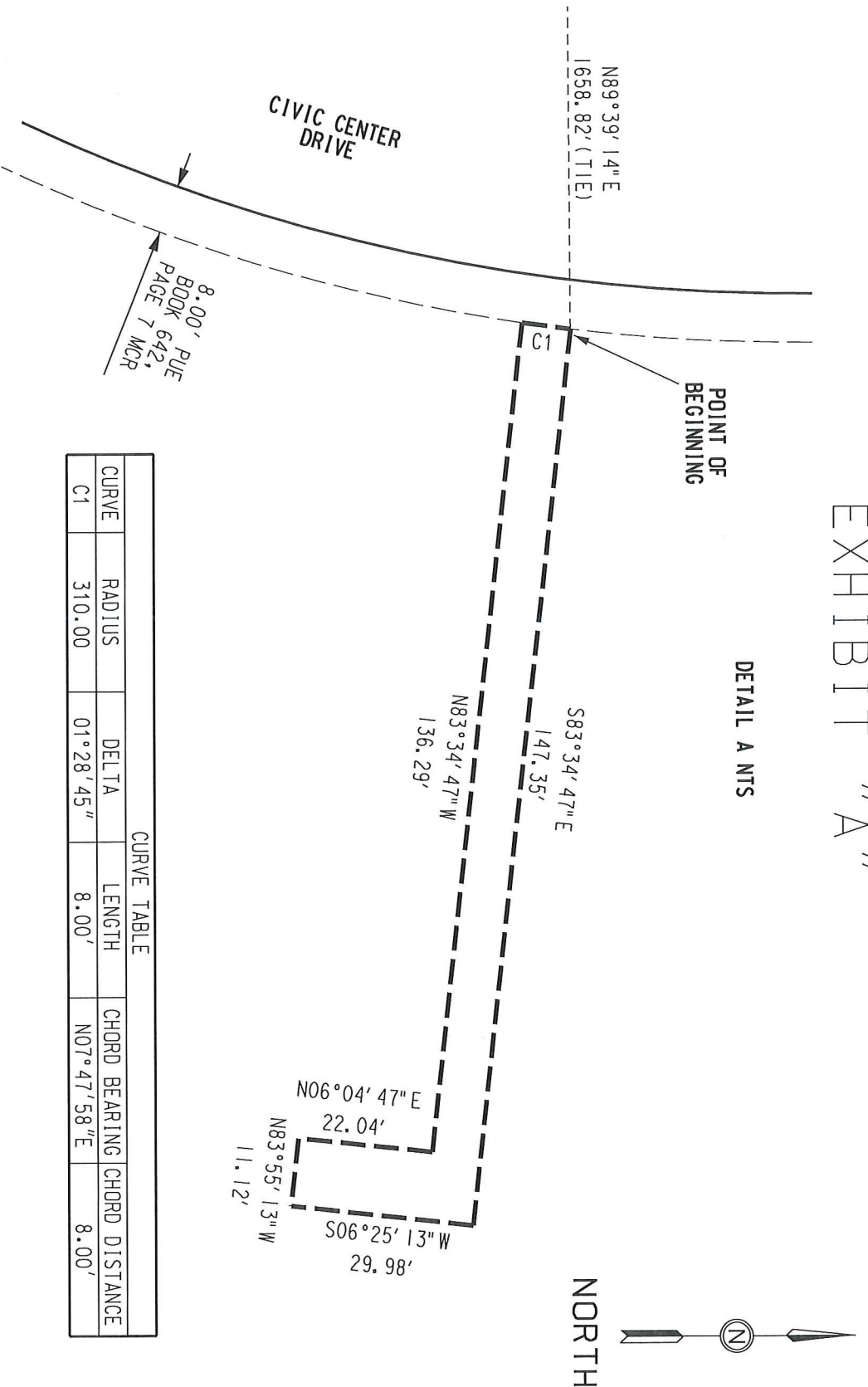


WEST 1/4 CORNER
SECTION 7
FND BCHH
LVI 9-25-2018

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT	
SRP LDWR NUMBER:	SCALE: NTS	AVONDALE AQUATICS CENTER NW 1/4, SECTION 7 T.1 N. R.1 E. 4.7 NORTH - 0.3 EAST	
I.O. NUMBER: T3419464	SHEET: 3 OF 4		
AGENT: SOLIZ	SHEET SIZE: 8.5"x11"		
DRAWN: SMITH	REVISION: 0		
CHECKED BY: HOWARD	CREW CHIEF: HENDRICKSON		
DATE: 12-9-2022	JEP FIELD DATE: 11-22-2022		

EXHIBIT "A"

DETAIL A NTS



CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING CHORD DISTANCE
C1	310.00	01°28'45"	8.00'	N07°47'58"E 8.00'

SALT RIVER PROJECT		SURVEY DIVISION LAND DEPARTMENT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT		
SRP LDWR NUMBER:	SCALE: NTS	AVONDALE AQUATICS CENTER NW 1/4, SECTION 7 T.1 N., R.1 E. 4.7 NORTH - 0.3 EAST
I.O. NUMBER: T3419464	SHEET: 4 OF 4	
AGENT: SOLIZ	SHEET SIZE: 8.5"x11"	
DRAWN: SMITH	REVISION: 0	
CHECKED BY: HOWARD	CREW CHIEF: HENDRICKSON	
DATE: 12-9-2022	JEP	FIELD DATE: 11-22-2022



Not to Scale

SRP POWER DISTRIBUTION EASEMENT

CITY COUNCIL REPORT

SUBJECT: Overview of City Debt and Bonds

MEETING DATE: 2/6/2023

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

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

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

STRATEGIC PLAN:

This agenda item supports all Avondale Strategic Outcome Areas. The Strategic Plan guides the allocation of funding to the highest priorities.

PURPOSE:

Staff will present an overview of the city's debt and bonds and provide information on possible financing options for future city projects. This item is for discussion only.

BACKGROUND:

Bonds are an important option when considering how to finance large capital improvements. Staff will discuss the various financing options the city has available and the impact of those financing options on the city.

DISCUSSION:

Staff will review various financing options for capital improvements, when those options are feasible, and give an overview of the city's current debt.

BUDGET IMPACT:

This item is for discussion only and does not impact the budget.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: