



City of Avondale

City Council Meeting

Monday, April 3, 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, April 3, 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. PROCLAMATION - WEEK OF THE YOUNG CHILD

City Council will present a proclamation to Valley of the Sun United Way and Arizona Association of Education of Young Children (AzAEYC) recognizing April 1-7 as the Week of the Young Child. This item is for discussion only.

3. HOMELESS SERVICES AND SONAR TEAM UPDATE

City Council will receive an update from staff on the City's homeless services. 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 February 27, 2023 City Council meeting minutes. The Council will take appropriate action.

b. QUARTERLY BUDGET TRANSFERS

City Council will consider requests to: (a) approve quarterly budget transfers as summarized in the attached Exhibit A; (b) amend awarding authority based off the attached report; (c) modify the interfund transfer schedule; and (d) authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE - WALMART NASCAR TENT

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by John Dean Curtis II for the sale of alcohol at the Walmart NASCAR Tent located at 7602 South Avondale Boulevard in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

d. SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE - QUICKTRIP #1426

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Perry Charles Huellmantel for the sale of alcohol at Quicktrip #1426 located at 1550 North 107th Avenue in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

e. SERIES 12 (RESTAURANT) LIQUOR LICENSE - CLAIM JUMPER RESTAURANT (CHANGE IN OWNERSHIP)

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Amy S. Nations for the sale of alcohol at Claim Jumper Restaurant located at 10125 West McDowell Road in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

f. ORDINANCE 2021-0423 - CITY CODE AMENDMENT CHAPTER 13, ARTICLE VIII, SECTION 13-167, RELATING TO PEDDLERS, SOLICITORS AND CANVASSERS

City Council will consider a request to adopt Ordinance 2021-0423, amending the Avondale City Code Chapter 13, Article VIII, Section 13-167, requiring a background check be conducted for each applicant of a Peddlers, Solicitors and Canvassers Permit, removing the current requirement for a full background check conducted by the Department of Public Safety and replacing it with an in-house check, and authorizing the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. ORDINANCE 2022-0423 - AMENDING THE AVONDALE CITY CODE, CHAPTER 26, DEVELOPMENT FEES

City Council will consider a request to adopt Ordinance 2022-0423, amending the Avondale City Code, Chapter 26 (Development Fees) to clarify the process for appealing development fee assessments and for pursuing a special fee determination and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. FINAL PLAT - AVALON MCDOWELL, A RE-PLAT OF LOT 1 OF BIOLIFE AVONDALE - APPLICATION PL-21-0402

City Council will consider a request by Lucien Asmar of Sustainability Engineering Group, LLC, on behalf of the property owner, Avalon McDowell, LLC, for approval of "Final Plat - Avalon McDowell", a Re-Plat of Lot 1 of BioLife Avondale, to divide Lot 1 into two new lots, 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. PUBLIC HEARING - 2023 - 2024 HUD ANNUAL ACTION PLAN

City Council will hold a public hearing and receive an update on the draft of the City's 2023-2024 Annual Action Plan which is required by the U.S. Department of Housing and Urban Development (HUD) as a condition of the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funding. This item is for discussion only, no action will be taken.

b. RESOLUTION 1016-0423 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT FOR THE FAMILY BRIDGE HOUSING PROJECT

City Council will consider a request to: (a) adopt Resolution 1016-0423, approving an Intergovernmental Agreement with Maricopa County Human Services Department for \$1,700,000 toward the development of bridge housing for families in Avondale; (b) approve the use of City resources (\$613,000 development) and to initiate the process of procuring development and operational services with a non-profit partner; and (c) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. RESOLUTION 1015-0423 - ADOPTING THE FINAL DEVELOPMENT FEE STUDY

City Council will consider a request to adopt Resolution 1015-0423 to adopt the Final Development Fee Study, which includes the final calculated development impact fees. The Council will take appropriate action.

d. RESOLUTION 1017-0423 - NOTICE OF INTENT TO MODIFY WATER AND SEWER RATES

City Council will: (a) consider a request to adopt Resolution 1017-0423, providing a notice of intent to increase water and wastewater user charges; (b) consider a request to authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; and (c) receive a presentation from staff on the forecast for the water, sewer and solid waste utilities and discuss potential rate changes for each. The Council will take appropriate action.

- e. PRESENTATION AND DISCUSSION OF THE CITY MANAGER'S RECOMMENDED BUDGET**
City Council will receive a general overview of the City Manager's proposed budget for fiscal year 2024 (FY2024). 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 vídeo. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o intérprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.

CITY COUNCIL REPORT

SUBJECT: Proclamation - Week of the Young Child

MEETING DATE: 4/3/2023

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.
-

PURPOSE:

City Council will present a proclamation to Valley of the Sun United Way and Arizona Association of Education of Young Children (AzAEYC) recognizing April 1-7 as the Week of the Young Child. This item is for discussion only.

BACKGROUND:

Week of the Young Child™ (WOYC) is an annual celebration hosted by the National Association for the Education of Young Children (NAEYC) and AzAEYC. WOYC celebrates early learning, young children, their teachers, and families.

This week-long celebration was established in 1971 by NAEYC to recognize the importance of early care and education.

DISCUSSION:

The City of Avondale would like to take this opportunity to thank First Things First, Arizona Association for the Education of Young Children, Read On Avondale, Read On Southwest Valley, and other community organizations, in conjunction with the National Association for the Education of Young Children, for working to improve early learning opportunities that provide a strong start for children in Avondale.

BUDGET IMPACT:

Not Applicable

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution:



WEEK OF THE YOUNG CHILD

April 1-7, 2023

Whereas, all young children deserve quality early learning environments that support them as lifelong learners; and

Whereas, nurturing parenting and quality accessible childcare build strong brains during the critical years from birth to age 5; and

Whereas, investments in children, families, and schools have profound impacts on creating strong, vibrant communities; and

Whereas, First Things First, Arizona Association for the Education of Young Children, Read On Avondale, Read On Southwest Valley, and other community organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the 52nd anniversary of the Week of the Young Child; and

Whereas, these organizations are working to improve early learning opportunities that provide a strong start for children in Avondale; and

Whereas, early childhood educators and childcare providers who make a difference in the lives of young children deserve to be well-supported and well-compensated for their important work; and

Whereas, public policies that support early learning for all young children are crucial to the success of Arizona's families, communities, and economy.

NOW THEREFORE, I, Kenneth Weise, by virtue of the authority vested in me as Mayor of the City of Avondale, Arizona, do hereby proclaim April 1-7, 2023 as Week of the Young Child and encourage all citizens to support investments in early childhood education in our community.

Mayor

Attest:

City Clerk

CITY COUNCIL REPORT

SUBJECT: Homeless Services and SONAR Team Update

MEETING DATE: 4/3/2023

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood and Family Services 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:

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

PURPOSE:

City Council will receive an update from staff on the City's homeless services. This item is for discussion only.

BACKGROUND:

In 2019 the City of Avondale, through a partnership with Maricopa County Human Services Department, implemented emergency shelter services, outreach, and case management for Avondale community members experiencing homelessness. This agreement with Maricopa county served as the catalyst for ongoing partnerships with Lutheran Social Services to provide shelter services through their Interfaith Homeless Emergency Lodging Program (I-HELP), Phoenix Rescue Mission to provide Street Outreach and Case Management Services, and an internal City position to assist in managing the City's response to homelessness.

During 2019, the Neighborhood and Family Services Department also secured the professional consulting services of Harris Consulting to assist the City through the process of developing a community-wide strategic plan to address homelessness in our community. The assessment provided a specific set of recommended goals that were to be accomplished within a three (3) to four (4) year timeframe. All goals included in the plan have been accomplished and are incorporated into the City's ongoing strategy.

In 2021, through American Rescue Plan Act funding, a Homeless Services Coordinator was added to the Neighborhood and Family Services team. This position enhanced ongoing efforts to coordinate a city-wide response to homelessness: convening partners, coordinating with public safety and other city departments, and providing direct services to community members seeking assistance at the Avondale Resource Center.

In 2022, the City of Avondale established a new Homeless Services division within the Neighborhood and Family Services Department. The Division added four multidisciplinary positions dedicated to the City's goal of

making an experience of homelessness rare, brief, and non-recurring. The street outreach team, consisting of a Homelessness Outreach and Solutions Coordinator, a Homeless Outreach Specialist, and a Homeless Crisis Intervention Coordinator, was branded as the Street Outreach, Navigation, and Resources (SONAR) Team.

DISCUSSION:

The City's goal is to make homelessness rare, brief, and non-recurring by providing leadership, coordination, planning and mobilization of resources. The Neighborhood and Family Services Department, Avondale Police Department, along with the support of several other departments work collaboratively with county, state, and federal governmental entities and more than 50 human service providers to comprise Avondale's homeless service network. This network provides emergency shelter and services to people who are both experiencing homelessness or at imminent risk of homelessness.

The Homeless Services team will continue to strengthen partnerships within the city and with community partners in order to meet the City's goal. The Homeless Services Division has made significant gains in assisting those experiencing homelessness through a combination of direct service, strategic coordination, innovative programming and best practices, and using data to tell the story.

The Homeless Services Division will provide an update on progress to date and highlight the following priorities for FY24:

- Data Collection and Reporting
- Bridge Housing for Families
- Strategic Plan for Homelessness Resolution
- Service Coordination and Community Partnerships

BUDGET IMPACT:

There is no budgetary impact regarding the program at the current time.

RECOMMENDATION:

This item is for information and City Council discussion.

Contact person for document distribution: N/A

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 4/3/2023

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk

THROUGH: Cherlene Penilla, Assistant City Manager

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 February 27, 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 held a meeting and the attached minutes have been prepared for approval.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the February 27, 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
February 27, 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 5:30 p.m.

Members Present: Mayor Kenn Weise; Vice Mayor Mike Pineda; Council Members Tina Conde, Veronica Malone, Curtis Nielson, 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; Renee Weatherless, Finance and Budget Director; Ted Flores, Acting Human Resources Director; Bryan Hughes, Parks and Recreation Director; Craig Jennings, Judge; 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; and Aric Stewart, Engineering Director.

Audience: Approximately five members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. EMPLOYEE INTRODUCTIONS (DISCUSSION ONLY)

The following employees were introduced to City Council.

City Manager's Office

- Aneyssa Romo, Management Analyst

Municipal Court

- Rosanna Blanco, Court Clerk III

3. ECONOMIC DEVELOPMENT EARNS THE ACCREDITED ECONOMIC DEVELOPMENT ORGANIZATION DESIGNATION

The City Council received a presentation from the City's Economic Development staff on the department's recent achievement in earning the Accredited Economic Development Organization designation from the International Economic Development Council. This item was for discussion only.

Ken Chapa, Director of Economic Development & Tourism, apprised the Council of Avondale recently being recognized as the 72nd Accredited Economic Development Organization by the International Economic Development Council. This accreditation tells the community, customers, and prospects that Avondale has attained a measure of excellence which assures their trust is well placed and their businesses are in good hands. He explained how the peer review process works, documents that were provided, onsite visit, the areas that impressed the approval committee the most, and the presentation of a plaque on January 30th.

Cheryl Covert, Assistant Director of Economic Development, apprised the Council of her award by the Phoenix Business Journal as one of the Most Outstanding Woman in Business for 2023.

4. ADJOURNMENT

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

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

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

Meeting adjourned at 5:42 p.m.

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

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

Members Present: Mayor Kenn Weise; Vice Mayor Mike Pineda; Council Members Tina Conde, Veronica Malone, Curtis Nielson, 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; Renee Weatherless, Finance and Budget Director; Ted Flores, Acting Human Resources Director; Bryan Hughes, Parks and Recreation Director; Craig Jennings, Judge; 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; and Aric Stewart, Engineering Director.

Audience: Approximately five members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

None.

3. CONSENT AGENDA

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

Mayor Weise asked if any Council Member wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Council Member Solorio, seconded by Council Member White, to approve the Consent Agenda with the exception of agenda item 3b.

Upon vote, the motion carried unanimously 7 to 0.

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

a. MINUTES

City Council approved the January 23, 2023 City Council meeting minutes.

b. APPOINTMENT OF MEMBERS TO THE CITY'S BOARDS AND COMMISSIONS

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

c. ORDINANCE 2012-0223 – SRP POWER DISTRIBUTION EASEMENTS FOR CIVIC CENTER PARK

City Council adopted Ordinance 2012-0223, authorizing the granting of two power distribution easements to Salt River Project (SRP) in connection with the Civic Center Park Project and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

d. ORDINANCE 2013-0223 - CITY CODE AMENDMENT, CHAPTER 21, ARTICLE I, SECTION 21-2; RELATING TO THE OBSTRUCTION OF STREETS OR SIDEWALKS

City Council adopted Ordinance 2013-0223 amending Avondale City Code Chapter 21, Article I, Section 21-2, Relating to the Obstruction of Streets and Sidewalks and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. ORDINANCE 2014-0223 - THIRD AMENDMENT TO THE OFFICE LEASE AGREEMENT WITH PHOENIX SPEEDWAY

City Council adopted Ordinance 2014-0223, approving the Third Amendment to the office lease agreement between the City of Avondale and Phoenix Speedway, LLC. and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

b. APPOINTMENT OF MEMBERS TO THE CITY'S BOARDS AND COMMISSIONS

City Council considered a request to approve the appointment recommendations of the City Council Subcommittee on Boards, Committees, and Commissions.

Marcella Carrillo, City Clerk, provided the Council with an overview of the Board and Commission program. Avondale has 14 Boards and Commissions with 66 residents, council members, and employees serving in various capacities. The City Clerk's Office recruits board and commission members using media releases, social media, and an annual ad in RAVE Magazine. Two of the three vacancies are for the Judicial Advisory Board and require special qualifications. Their next meeting is not until 2024 so there is time to fill those vacancies. The third vacancy is on the Volunteer Firefighter Pension Board that meets annually for 5-10 minutes, making this a hard position to fill. The board does have enough members to establish a meeting quorum.

Anyone who is interested in applying for a board or commission can apply using the Avondale AZ.gov/boards website. The appointment process consists of three steps: receipt of the application; presenting the application to the Council Subcommittee; and making a recommendation to the Council for approval.

Council Member White moved to approve the following appointment recommendations of the City Council Subcommittee on Boards, Committees, and Commissions; 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

Mayor Weise stated he received notice that former Council Member and Vice Mayor Frank Scott passed away and spoke of Mr. Scott's benefits to the Council.

PARKS AND RECREATION ADVISORY BOARD

- Cecilia Lopez as a Regular Member for a partial term to expire on 12/31/2024
- Vanessa Cornejo as an Alternate Member for a full term to expire on 12/31/2025

MUNICIPAL ART COMMITTEE

- Sara Ivey as a Regular Member for a full term to expire on 12/31/2025
- Valentina Dima as a Regular Member for a full term to expire on 12/31/2025

NEIGHBORHOOD AND FAMILY SERVICES COMMISSION

- Shari Weise as a Regular Member for a full term to expire on 12/31/2025
- Pearlette Ramos as an Alternate Member for a full term to expire on 12/31/2025

BOARD OF ADJUSTMENT

- Vanessa Cornejo as a Regular Member for a partial term to expire on 12/31/2023

CORRECTION OFFICERS RETIREMENT PENSION BOARD

- Mari Aguilar as a Regular Member for a full term to expire on 12/31/2025

EMPLOYEE BENEFIT TRUST BOARD

- Mari Aguilar as a Regular Member for a partial term to expire on 12/31/2024

VOLUNTEER FIRE DEPARTMENT PENSION BOARD

- Renee Weatherless as the Mayor's Designee for a partial term to expire on 12/31/2026

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

a. PUBLIC HEARING - INTENT TO ADOPT REVISED DEVELOPMENT IMPACT FEES

City Council conducted a public hearing on the City's intent to adopt revised development fees. This item was for discussion only, no action was taken.

Robert Baer, Budget Manager of Finance & Budget, provided a brief review of the proposed revised impact fees as governed by State Statutes. Mr. Baer stated he will come before the board again on April 3, 2023, for the official adoption of the revised impact fees, which will go into effect in June 2023.

The proposed impact fees for single family residential will be \$1,600 lower than the current fees. Non-residential / non-utility development impact fees will also be lower than current fees. Utility development impact fees are charged per meter size and projected to decrease as well.

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

b. CITY PROSECUTOR'S OFFICE UPDATE

City Council received an update from Al Kuffner, City Prosecutor. This item was for discussion only.

Al Kuffner, City Prosecutor, stated he and his partner Manny Bustamante have served as City Prosecutors since April 2002 and provided an overview of the staff at Bustamante and Kuffner. The Prosecutor's office is responsible for all misdemeanors and property maintenance, zoning, and tax code violations filed in the Avondale City Court. They hang their hat on being efficient, prepared, and dedicated to Avondale. The duty of the Prosecutor is to review citations and police reports and to be fair in seeking justice, not merely convictions. Another form reviewed is a long-form submittal, that is completed when the arresting agency believes there is probable cause and the defendant is being transported to a hospital, mental facility, or not around and the Prosecutor has to decide if there is a reasonable likelihood of conviction and if the case will go to trial.

The Prosecutor's Office also talks to pro se litigants and defense attorneys at arraignments and pretrial conferences with an eye on resolving matters at the first court appearance. They also attend hearings at Avondale City Court related to various motions that are filed by defendants or their counsel and any bench or jury trials related to DUI (the only charge eligible for a jury trial), reckless driving, and shoplifting. They are required to attend hearings at the Superior Court for matters transferred for competency, appeals, and special actions.

An important and fulfilling part of the position is collaborating with other agencies to provide advice and insight on case presentation and trial testimony. The mindset of staff, including the court security officers at the Avondale City Court, is customer service and treating individuals with respect, which has a positive impact on getting cases resolved.

The Avondale Police Department recently completed a project of incorporating all no trespassing signs into an interactive map, which is beneficial when proving beyond a reasonable doubt that there was reasonable notice prohibiting entry.

Another aspect of the prosecutors' position includes attending training and providing training, such as mock trials.

In response to Council Member questions, Attorney Kuffner stated there are times when cases from Superior Court are sent to Avondale City Court, especially when the County Attorney feels there is not enough evidence to support a felony charge. Through communication with the County Attorney's office there are times when a case that was referred back can be reconsidered and ultimately charged as a felony.

Mayor Weise, Council Members Solorio, and Nielson thanked Attorney Kuffner for the presentation that provided information of what goes on behind the scenes and the collaboration between the prosecutor, police department, and the court.

c. CITY OF AVONDALE PUBLIC TRANSIT PROGRAM UPDATE

City Council received an update from Public Works staff on the current status of Avondale's Public Transit program and the recent changes to several public transportation programs that occurred late last year. This item was for discussion only.

Harold Siguenza, Assistant Director of Public Works, presented an update on the transit program. As a result of low ridership and recommendations from a study conducted by the Maricopa Association of Government (MAG), Zoom was discontinued in northern Avondale but continues to serve southern Avondale. A microtransit pilot system called WeRIDE had a soft launch in northern Avondale in late October 2022 and a grand opening on Monday, November 14, 2022.

Microtransit is an on-demand service, similar to Uber and Lyft, contracted through First Transit offered Monday - Friday from 7:00 a.m. to 7:00 p.m. The normal fare is \$2 per ride with rates discounted to \$1 per ride for veterans, students, and senior citizens. Services can be booked using a cell phone, through the website, or calling dispatch.

The fleet, which is split between Avondale and Goodyear, consists of eight Chrysler minivans, several of which are ADA accessible and equipped with bike racks. All vehicles are professionally maintained and uniquely branded. Drivers are professionally trained, undergoing ADA training, customer service, safety, and sensitivity training. This service covers 13 miles with several destinations and connects to the Goodyear transit zone, all Valley Metro fixed bus routes, and the current Zoom service. Residents have access to virtual stops, which can be found at werideaz.com, usually located at a community mailbox as outlined in the Master Plan of Communities as well as a significant amount of handicap accessible stops. Points of interest include Avondale Civic Center, educational locations, and medical destinations. The goal is to not make riders walk more than 5-10 minutes from their current location to access public transportation.

Since the soft launch in October 2022 to today, WeRIDE has serviced over 4,000 riders with an average daily boarding of 50-60 riders, with 15-20 new riders per week. Another component is the ride share portion, where 37% of the rides will be shared with others, where each rider pays the \$2 fare. Estrella Mountain Community College students are the highest ridership group. Ridership is at its highest during the mornings and on Tuesdays and Thursdays. Ridership decreased to 945 in January 2023 compared to 1,000 in December 2022. Several factors contributed to the dip, including the holiday season and the introduction of the \$2 fare.

First Transit focuses on ensuring all drivers are well trained in customer service. A 98% favorability rating was received through the app with a 4.9 out of 5 stars for excellent service, comfort, and a safe ride to name a few. This public transit service is getting people to where they want to go. Riders experience less than a ten-minute wait time from booking to boarding. Feedback included offering weekend and evening services on Friday and Saturday.

Outreach has been conducted through the app and social media pushes using Facebook, Instagram, and Nextdoor, in addition to in person activities at senior centers, businesses and other city events and advertising on electronic billboards. During November and December fares were free. A recent promotion was to refer a friend and get two free rides. Because microtransit is technology-based push notifications are an easy form of outreach, including offering inactive accounts a free ride. All the above are examples of what the marketing team put together to increase ridership.

Zoom, which is managed by Valley Metro, has been experiencing performance issues, such as fleet management provided by Total Ride Co. There is difficulty in keeping the buses on the road for a variety of reasons, even with only using half the fleet. Since reconfiguration 601 trips have been missed and on time performance is at 79% compared to the 90% benchmark, which is the lowest performing service in the region. Some of the Zoom buses can be tracked through the Valley Metro app allowing riders to see where the buses are. Valley Metro has sent a letter of concern to Total Ride Co. related to their performance and are awaiting a response. Ridership has stayed stagnant even after reducing the fare to free. In FY 23 the City pays \$1.6 million for Zoom with an estimated \$670,000 increase for operations in FY 24 for a total cost of \$2.2 million.

The proposal is to expand WeRIDE into southern Avondale / Lower Buckeye and discontinue the Zoom service, to occur in October 2023. Working with RideCo and First Transit staff decided the service will cover the entire City and anybody can ride from northern to southern Avondale. The dedicated fleet would increase from three to seven. By law a Title VI analysis will be conducted to determine any impacts on the community, as they did with northern Avondale. Service will continue to be Monday through Friday from 7:00 a.m. to 7:00 p.m.

The transit center, also called the Park and Ride north of the Blvd Garage commonly used by the express bus rides, will be moved to the new Blvd parking garage with two pull outs onto Park Avenue, a new shelter, and kiosk for advertising. Four new bus shelters with a clean, uniform appearance have been installed, two on McDowell Road, the others are at 107th Avenue and Indian School Road.

In response to Council Member questions, Mr. Siguenza stated the existing shelters for Zoom will be removed. The team is discussing what promotions will be offered with the expansion into southern Avondale. The transit contracts have cooperative language, and it is anticipated the cities of Surprise and Peoria will be offering WeRIDE and potential interconnectivity between the cities. If there is significant request to adjust the schedule by adding weekend and late-night hours and the budget allows it, the proposal will be made to Council. Extending the southern boundary will depend on population density and demand for service. Shelters are strategically placed on fixed routes to ensure they are utilized accordingly and more can be added as needed. A total cost proposal was included in the FY24 supplemental budget request for a prorated amount of \$200,000 to keep Zoom until October 2023. Any funds not used for Zoom will be reallocated to the expansion and four-year cost of WeRIDE.

Mr. Corbin stated staff had discussed partnering with Tolleson; however, Tolleson decided to use Uber and Lyft, and subsidizes every ride up to \$9. Valley Metro has been working with Avondale to develop a future interregional system.

The Mayor and Council Members expressed appreciation for the transit and increased ridership and look forward to WeRIDE expanding into southern Avondale as it provides more convenient and reliable option for residents.

Mr. Siguenza recognized Matthew Dudley, Transit Manager for his work in bringing Microtransit to Avondale.

5. ADJOURNMENT

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

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

Council Member Conde	Aye
Council Member Malone	Aye

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

Meeting adjourned at 7:02 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 27th day of February 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: Quarterly Budget Transfers

MEETING DATE: 4/3/2023

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

THROUGH: Ron Corbin, City Manager

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

STRATEGIC PLAN:

Strategic Outcome Area: Creative and Sustainable Community Development

Strategy: Approving these quarterly budget transfers enables the City to apply limited resources to priorities.

PURPOSE:

City Council will consider requests to: (a) approve quarterly budget transfers as summarized in the attached Exhibit A; (b) amend awarding authority based off the attached report; (c) modify the interfund transfer schedule; and (d) authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

(a) The City of Avondale has a diverse water portfolio that includes surface water in addition to other sources. Because the city possesses surface water rights but does not own and operate a surface water treatment plant, there is an intergovernmental agreement (IGA) with the City of Phoenix to convey, treat and deliver a portion of the city's surface water allocation in the form of potable water. This potable water is accepted into the city's water system at the North Avondale Water Supply (NAWS). The City of Phoenix generally sends an invoice to Avondale on a monthly basis, but the invoicing was delayed in FY2022, resulting in lower than expected expenditures that year. These invoices have now been received, and budget capacity needs to be increased to pay for them in FY2023.

(b) Banking service and credit card processing fees are expected to increase over the FY2023 budget allocation in both the Revenue and Customer Service divisions due to increased activity and transaction volume. The city receives credit and debit card payments from customers for numerous services and fees to facilitate the payment process and provide convenience for its customers. Primary among these services are: utility service payments, development services permit fees, and payments for recreation fees. Additionally, the city has an investment advisor to manage the city's investment portfolio according to the council-approved investment policy. The amount invested has increased, which has increased the city's fees for this service.

(c) Streets Maintenance performs clean up services in non-right-of-way areas of the city in an effort to maintain cleanliness. These costs are paid for by a general fund allocation, currently \$50,000 in FY2023. Through two quarters, total actual costs equal \$35,000. Staff estimates that an additional \$30,000 will be needed for the remaining two quarters of the fiscal year.

(d) The Northside Arsenic Treatment System Rehabilitation Project (U0089) is for the repair or replacement of the coatings, fittings, control valves, and the filter media contained in the three process vessels at the Northside Reservoir and Booster Station. The station contains an arsenic treatment system that was constructed in the mid 2000's. The arsenic treatment system's process vessels and media need to be rehabilitated and replaced respectively to ensure continued and proper operation. Due to the discovery of unanticipated equipment configuration, the scope has changed leading to the current request of \$250,000.

(e) The Traffic Signal and Intersection Improvements at Avondale Boulevard and Lower Buckeye Road Project (T0173) will help improve traffic flow, reduce delays along the arterial roadways, and provide safer access for vehicles exiting adjacent developments. A traffic signal warrant study, as defined by the Manual of Uniform Traffic Control Devices (MUTCD), addressed a variety of intersection conditions needing to be addressed such as vehicular volume, pedestrian volume, crashes, progression, and delay. Due to cost increases, this project needs an additional \$2,200,000 budget.

(f) The Mountain View Park Expansion Project (P0083) will restore the well site area as part of the park parcel and provide added park amenities, as well as replacing the existing playground area that has exceeded its useful life expectancy. The project scope includes a picnic shelter/ramada, additional off-street parking, a chilled drinking fountain with a new potable water supply line to the park, and landscaping. The request to increase budget by \$275,000 will allow this project to include new restrooms within the scope.

(g) The Water Reclamation Facility Odor Control System Upgrade Project (U0150) is for full replacement of the existing odor control systems at the Water Reclamation Facility (WRF). Odor control is required under the current Aquifer Protection Permit issued for the facility for foul air removal and the odor control system is nearing the end of its useful life. With cost increases, the project needs an additional \$4,918,000.

(h) The Fleet Equipment Replacement Program Project (A0233) identified the need to replace the current Vertical Rise Drive-On Lift for heavy duty vehicles. Replacing Fleet Services equipment assets is critical to the team in order to provide fleet services such as repairs and maintenance to the city's fleet. An increase of \$50,000 is necessary to cover the price increase on the lift.

DISCUSSION:

(a) The City of Phoenix generally sends an invoice to Avondale on a monthly basis for water purchases, but the invoicing was delayed in FY2022, resulting in lower than expected expenditures that year. These invoices have now been received, and budget capacity needs to be increased by \$1,425,000 to pay for them in FY2023.

(b) The city has promoted the use of online services for utility and permit services to promote efficiencies and improved customer convenience. Consequently, the amount of credit card receipts has increased from about \$28 million in FY2021 to an expected \$40 million in FY2023. Additionally, the investments managed by the financial advisor have increased from about \$100 million in FY2021 to about \$250 million in FY2023. These changes are positive, but have resulted in additional banking, processing, and management fees. This budget line needs to be increased by \$130,000 in FY2023 to pay for anticipated fees.

(c) Streets Maintenance performs clean up services in non-right-of-way areas of the city in an effort to maintain cleanliness. These costs are paid for by a general fund allocation, currently \$50,000 in FY2023. Through two quarters, total actual costs equal \$35,000. Staff estimates that an additional \$30,000 will be needed for the remaining two quarters of the fiscal year.

(d) The Northside Arsenic Treatment System Rehabilitation Project (U0089) was originally approved for \$1,000,000 in FY2021, however increased to \$1,436,000 in FY2023 due to increased costs. The current request to increase the budget by \$250,000 can be accomplished by transferring funds from the Distribution Pressure Improvements Project (U0038) which has had a scope change that decreased costs. The Northside water storage facility is in the area where the pressure improvements will be made and transferring funds from the pressure improvement project will achieve similar benefits with the increased scope on the Northside Treatment Rehab.

(e) The Traffic Signal and Intersection Improvements at Avondale Boulevard and Lower Buckeye Road Project (T0173) had an initial budget estimate of \$1,800,000, however the total estimate has increased to \$6,846,000 due to scope change and increases in costs. The budget increase of \$2,200,000 is needed this fiscal year in order to procure materials before prices increase.

(f) The Mountain View Park Expansion Project (P0083) was approved in FY2022 with an original budget of \$685,000. The original scope did not include restrooms. The total budget for the project will be \$1,110,000 with the additional \$275,000 requested along with a \$150,000 Community Development Block Grant.

(g) The Water Reclamation Facility Odor Control System Upgrade Project (U0150) was approved in Fiscal Year 2021. With the lead time and anticipated cost increases, materials need to be ordered in FY2023 at an increase of \$4,918,000 for a total project budget of \$8,468,000.

(h) The Fleet Equipment Replacement Program Project (A0233) covers all equipment assets that help the Fleet Division perform maintenance, repairs and services to the City's fleet. The vertical rise drive-on lift was approved for purchase in FY2023 for \$160,000, however prices have increased substantially, and the price is now \$210,000. In order to lock in the price, we need to prepare a PO immediately and get the lift ordered. Due to a decline in fuel pricing during the first half of the year, there is cost savings available in our Fleet Operations -Fuel account for this transfer.

BUDGET IMPACT:

For the transfers for water purchase costs, credit card fees, and non-right-away maintenance, there is sufficient fund balance to support these transfers.

Realized savings cover budget shortages for Mountain View Park (P0083), the Fleet Equipment Replacement Program (A0233), and the Northside Arsenic Treatment System Rehabilitation Project (U0089).

For the projects Traffic Signal and Intersection Improvements at Avondale Boulevard and Lower Buckeye Road Project (T0173) and Water Reclamation Facility Odor Control System Upgrade Project (U0150), the budget increases were originally planned for the FY2024 recommended budget, but due to the timing of these projects, staff recommends approving the budget transfers in order to start the procurement related to these projects.

RECOMMENDATION:

Staff recommends that City Council authorize the budget amendments listed in the attached Exhibit A, increase the administrative authority for the projects receiving additional budget authority, and authorize the Mayor, City Manager, City Clerk and staff to execute the necessary documents.

Contact person for document distribution: Rob Baer, Ron Vestman

Exhibit A: Quarterly Budget Transfer Schedule - April 3, 2023

	From Account	From Project/Fund	To Account	To Project/Fund/Dept	Amount
(a)	50170000-99000; 28090000-69000	Water Contingency; Unanticipated Revenue	50170120-74000	Water Fund - Public Works	\$ 1,425,000
(b)	10190000-99000	General Fund Contingency	10114400-60070	General Fund - Finance and Budget	\$ 130,000
(c)	10190000-99000	General Fund Contingency	10170400-50000	General Fund - Public Works	\$ 30,000
(d)	51170900-86000-U0038	Distribution Pressure Improvements	51170900-86000-U0089	Northside Arsenic Treatment System Rehabilitation	\$ 250,000
(e)	28090000-69000	Unanticipated Revenues	30140900-86000-T0173	Signal and Intersection Improvements Avondale & Lower Buckeye	\$ 2,200,000
(f)	10155100-50100	General Fund - Parks and Recreation salaries	11055900-81100-P0083	Mountain View Park Expansion	\$ 275,000
(g)	53190000-99000	Sewer Contingency	54170900-86000-U0150	Water Reclamation Facility Odor Control System Upgrade	\$ 4,918,000
(h)	60270900-72000	Fleet Operations - Fuel	60270910-79000-A0233	Fleet Equipment Replacement Program	\$ 50,000

CITY COUNCIL REPORT

SUBJECT: Series 10 (Beer and Wine Store) Liquor License - Walmart NASCAR Tent

MEETING DATE: 4/3/2023

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:

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

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

PURPOSE:

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by John Dean Curtis II for the sale of alcohol at the Walmart NASCAR Tent located at 7602 South Avondale Boulevard in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Walmart company is replacing the beer and wine store that is located at Phoenix Raceway at 7602 South Avondale Boulevard in Avondale. Issuance of a Series 10 (Beer and Wine Store) liquor license is required to allow alcohol sales on the premises. The establishment is outside of the state-mandated 300-foot separation requirement from schools.

DISCUSSION:

As required by state law and city ordinance, the application was posted for the required period of time. The Police, Fire & Medical, Development & Engineering Services and Finance Departments have reviewed the application and are recommending approval.

BUDGET IMPACT:

The liquor license application fee of \$250 has been paid in full.

RECOMMENDATION:

Staff is recommending City Council recommend approval to the Arizona Department of Liquor License and

Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by John Dean Curtis II for the sale of alcohol at the Walmart NASCAR Tent located at 7602 South Avondale Boulevard in Avondale and authorize the City Clerk to execute the necessary documents.

Contact person for document distribution: Maria James

State of Arizona
Department of Liquor Licenses and Control

Created 02/22/2023 @ 02:19:51 PM

Local Governing Body Report

LICENSE

Number:	Type:	010 BEER AND WINE STORE
Name:	WALMART NASCAR TENT	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	7602 JIMMI JOHNSON DRIVE AVONDALE, AZ 85323 USA	
Mailing Address:		
Phone:		
Alt. Phone:		
Email:		

AGENT

Name:	JOHN DEAN CURTIS II
Gender:	Male
Correspondence Address:	
Phone:	
Alt. Phone:	
Email:	

OWNER

Name:	WALMART INC	
Contact Name:	JOHN DEAN CURTIS II	
Type:	CORPORATION	
AZ CC File Number:	F00391586	State of Incorporation: DE
Incorporation Date:		
Correspondence Address:		
Phone:		
Alt. Phone:		
Email:		

Officers / Stockholders

Name:
CYNTHIA PETERSEN MOEHRING
STEVEN ROBERT ZIELSKE
CARL DOUGLAS MCMILLON
ANDREA MARIE LAZENBY
JULIE ANN FLYNN
DAVID LEON READING
KATHRYN JANE MCLAY

JOHN RUSSEL SCUDDER

Title:
VP
Treas
CEO
Sec
Asst Sec, Director
ASST SEC
PRESIDENT, CEO
JOB#127262
SENIOR VP #127260

% Interest:

WALMART INC - Treas

Name: STEVEN ROBERT ZIELSKE
Gender: Male
Correspondence Address:

Phone:
Alt. Phone:
Email:

WALMART INC - VP

Name: CYNTHIA PETERSEN MOEHRING
Gender: Female
Correspondence Address:

Phone:
Alt. Phone:
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WALMART INC - Sec

Name: ANDREA MARIE LAZENBY
Gender: Female
Correspondence Address:

Phone:
Alt. Phone:
Email:

WALMART INC - CEO

Name: CARL DOUGLAS MCMILLON
Gender: Male
Correspondence Address:

Phone:
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Email:

WALMART INC - SENIOR VP #127260

Name: JOHN RUSSEL SCUDDER
Gender: Male
Correspondence Address:

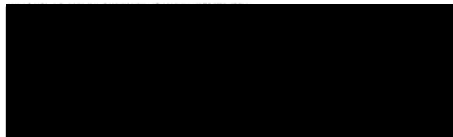


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WALMART INC - PRESIDENT, CEO JOB#127262

Name: KATHRYN JANE MCLAY
Gender: Female
Correspondence Address:

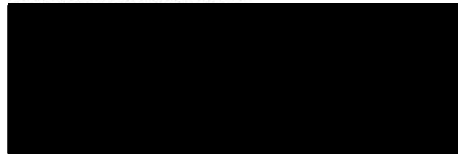


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WALMART INC - ASST SEC

Name: DAVID LEON READING
Gender: Male
Correspondence Address:

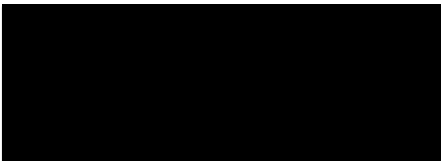


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WALMART INC - Asst Sec, Director

Name: JULIE ANN FLYNN
Gender: Female
Correspondence Address:



Phone:
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Email:



MANAGERS

Name: STEVEN JOSEPH HINSLEY
Gender: Male
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Name: CHRISTOPHER SCOTT ALEXANDER
Gender: Male
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Name: CHRISTOPHER RAYMOND JESCHELING
Gender: Male
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Name: LEE DANIEL SIMPSON JR.
Gender:
Correspondence Address:

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Name: JEFF JAMES PALIGA

Gender: Male

Correspondence Address:

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Name: CHRISTINA RIVERA RAASCH

Gender:

Correspondence Address:

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Name: TERESA LINETTE TROVATO

Gender: Female

Correspondence Address:

Phone:

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Name: DAVID WAYNE FRIEDMAN

Gender: Male

Correspondence Address:

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Name: DUANE EDWARD MORRISON

Gender: Male

Correspondence Address:



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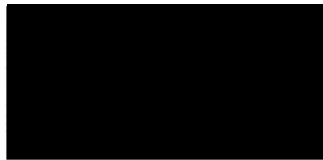
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Name: RANDY EUGENE BIRCH

Gender: Male

Correspondence Address:



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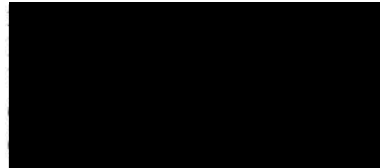
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Name: JEFFREY LYNN TIPTON

Gender: Male

Correspondence Address:



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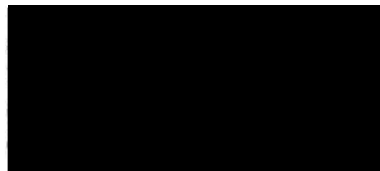
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Name: MANUEL GARCIA GUZMAN

Gender: Male

Correspondence Address:



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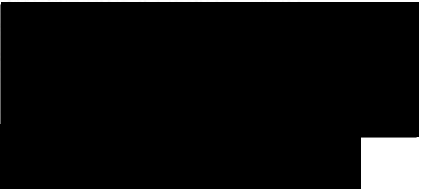
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Name: JODIE SCOTT SANDERS
Gender: Male
Correspondence Address:



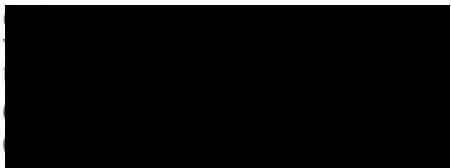
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Name: PATRICK LEO MINDER
Gender: Male
Correspondence Address:



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Name: BRIAN LEE LASTOVICA
Gender: Male
Correspondence Address:



Phone:
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Name: BRENDA LOU PRICE
Gender: Female
Correspondence Address:



Phone:
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Name: IGNACIA LOUISE CURYLO
Gender: Female
Correspondence Address:



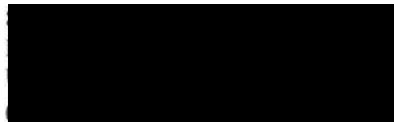
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Name: JUDY GOMEZ ZIMMERMAN
Gender: Female
Correspondence Address:



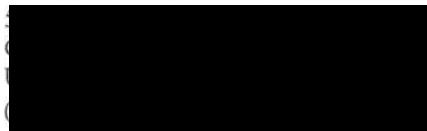
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Name: ROBERT SCOTT MILLER
Gender: Male
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Name: RODNEY TYRONE WILLIAMS
Gender: Male
Correspondence Address:



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Name: RACHEL G RUIZ

Gender: Female

Correspondence Address:



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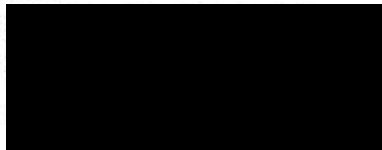
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Name: PAUL MILO PERKINS

Gender: Male

Correspondence Address:



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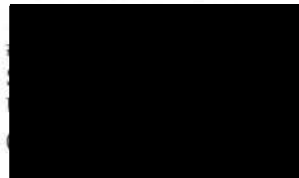
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Name: ROBERT RAY THEOBALD

Gender: Male

Correspondence Address:



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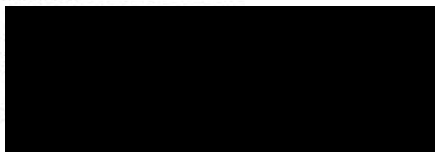
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Name: TARA LYNNETTE MILLER

Gender: Female

Correspondence Address:

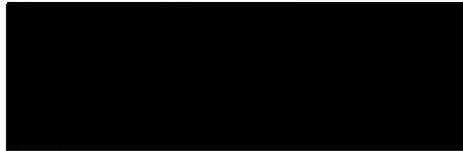


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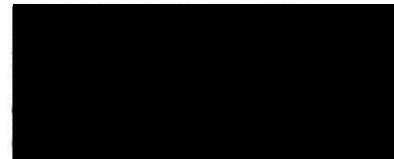
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Name: KENNETH M BRENDEN
Gender: Male
Correspondence Address:



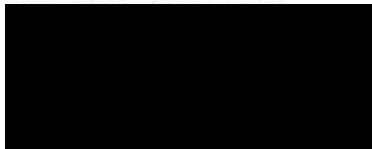
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Name: ROBERT SEAN JACKSON
Gender: Male
Correspondence Address:



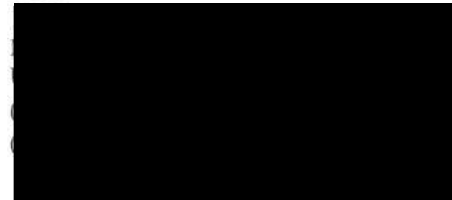
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Name: RICHARD ALAN MART
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Name: COLIN MARTIN BULLER
Gender: Male
Correspondence Address:



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Name: JOSEPH DEAN MORRIS

Gender: Male

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Name: ROY ALVIN ADAMS

Gender: Male

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Name: MATTHEW PRICE CARTER

Gender: Male

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Name: MEHRDAD DAVID HAKHAMIAN

Gender: Male

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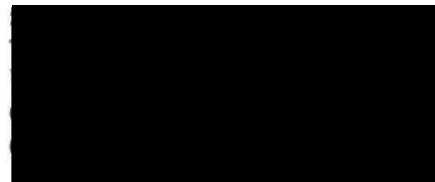
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Gender: Male
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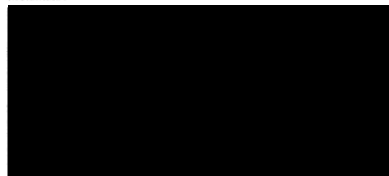
Name: WENG HONG CHANBOON JR.
Gender: Male
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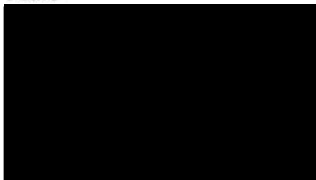
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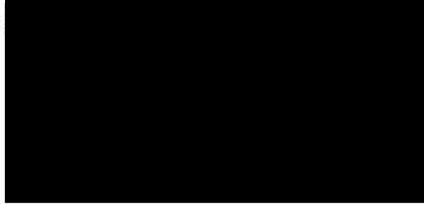


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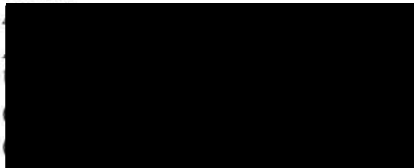


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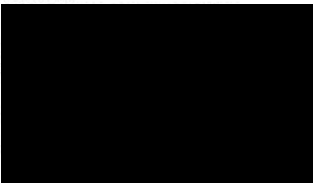
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Correspondence Address:



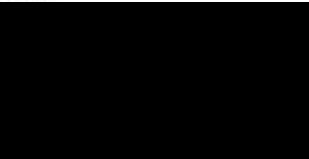
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Name: KELLI KAY DOZIER
Gender: Female
Correspondence Address:



Phone:
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Email:

Name: MICHAEL RALPH GRIEGO
Gender: Male
Correspondence Address:



Phone:
Alt. Phone:
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Name: TONY DAVID YANTOS

Gender: Male

Correspondence Address:



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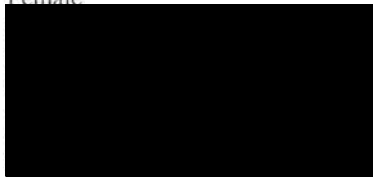
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Correspondence Address:



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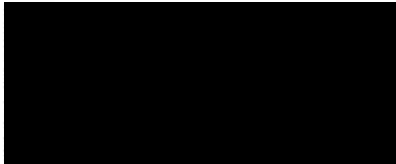
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Gender: Male

Correspondence Address:



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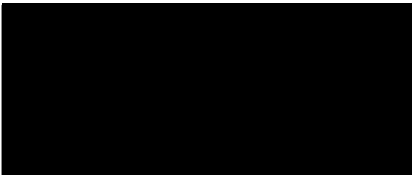
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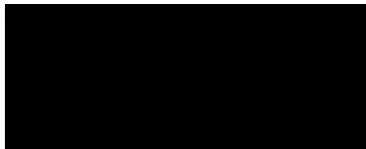


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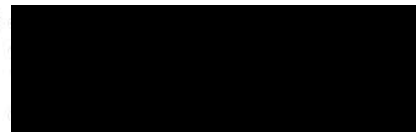
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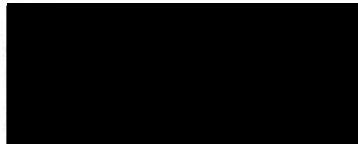
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Correspondence Address:



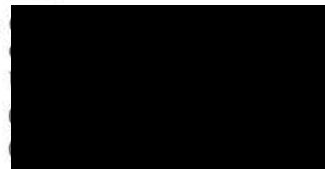
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Name: DANIEL REUBEN BELL
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Correspondence Address:



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Name: RANDALL BRUCE JOHNSON
Gender: Male
Correspondence Address:



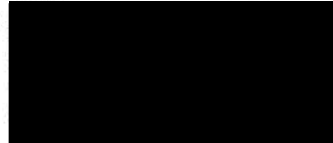
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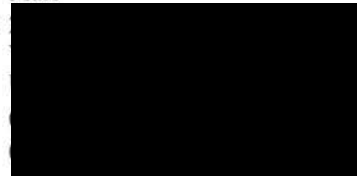
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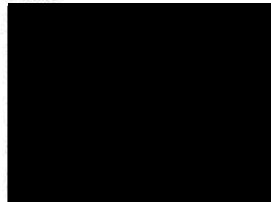
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Name: DANIEL FIELDING GOFF
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Correspondence Address:



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Gender: Male
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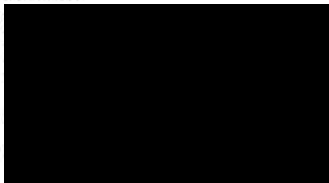
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Name: BRADLEY EARL HANSON
Gender: Male
Correspondence Address:



Phone:
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Name: LAURA LEE STILTNER
Gender: Female
Correspondence Address:



Phone:
Alt. Phone:
Email:

Name: SCOTT THOMAS DILYARD
Gender: Male
Correspondence Address:



Phone:
Alt. Phone:
Email:

Name: GERALD LAWRENCE SANCHEZ
Gender: Male
Correspondence Address:



Phone:
Alt. Phone:
Email:

Name: JAMES STEPHEN CURRY

Gender: Male

Correspondence Address:



Phone:

Alt. Phone:

Email:

Name: HILDA QUINTANA RIOS

Gender: Female

Correspondence Address:



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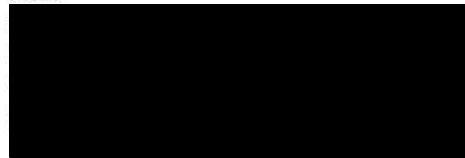
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Gender: Male

Correspondence Address:



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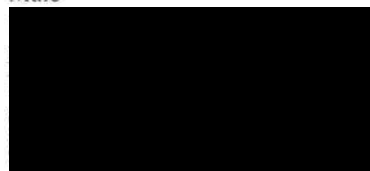
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Name: WILLIAM HADLEY HUCKABY

Gender: Male

Correspondence Address:



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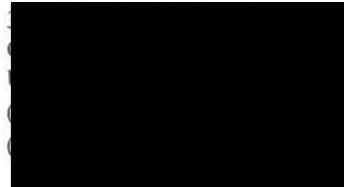
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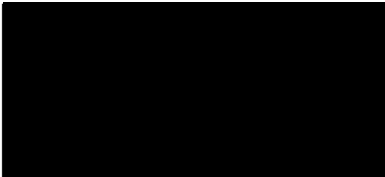
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Gender: Female
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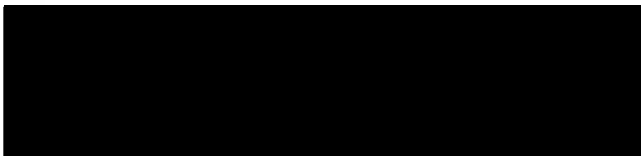
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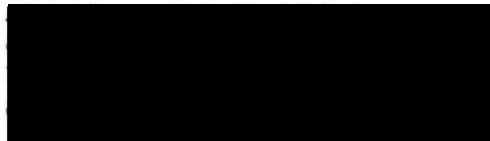
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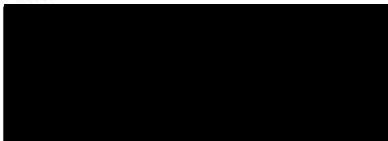
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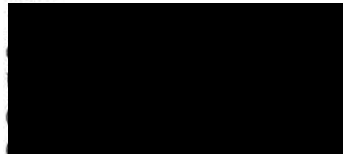
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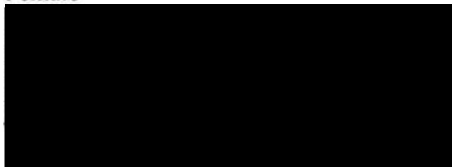
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Gender: Female
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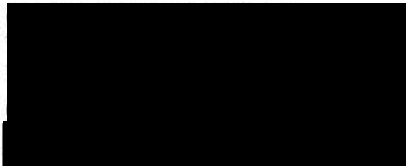
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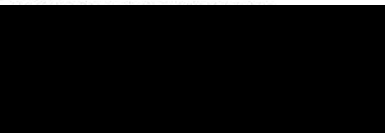
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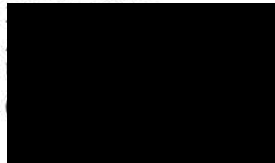
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Name: GARY WILLIAM CERESA
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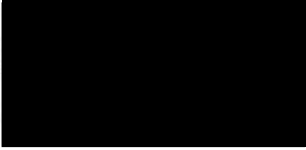
Name: EDWARD G DEHOYOS
Gender: Male
Correspondence Address:



Phone:
Alt. Phone:
Email:

Name: JESUS PASTOR RUIZ
Gender: Male
Correspondence Address: 31 W LOS REALES ROAD
#11
TUCSON, AZ 85706
USA
Phone: (520)908-2556
Alt. Phone: (520)746-1759
Email:

Name: AMY DIANE TEICHERT
Gender: Female
Correspondence Address: 
Phone: 
Alt. Phone: 
Email:

Name: DEBORAH ANN FRITZ
Gender: Female
Correspondence Address: 
Phone: 
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Email:

Name: TERRIE RENAE MINARD
Gender: Female
Correspondence Address: 
Phone: 
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Name: ISIDORO REYNALDO ARMIJO
Gender: Male
Correspondence Address: [REDACTED]

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Name: MARK J DUTTON
Gender: Male
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Name: JOANNE L FEE
Gender: Female
Correspondence Address: [REDACTED]

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Name: DEAN LEROY RUST
Gender: Male
Correspondence Address: [REDACTED]

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Name: KELLY CRAIG BRIGGER

Gender: Male

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Name: RONNIE KEITH LOGSDON

Gender: Male

Correspondence Address:

Phone:

Alt. Phone:

Email:

Name: TERRY DON BUTLER

Gender: Male

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Gender: Female

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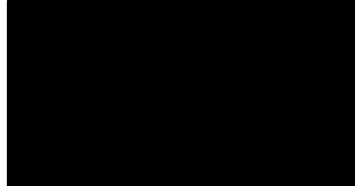
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Name: CAREN VENICE NICHOLSON

Gender: Female

Correspondence Address:



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Name: JEFFREY SCOT HUGHES

Gender: Male

Correspondence Address:



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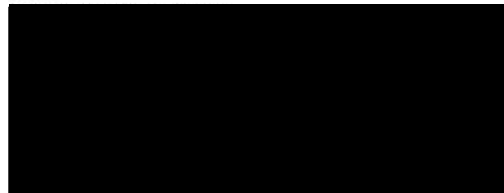
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Name: MIGUEL ROBERT GARCIA JR.

Gender: Male

Correspondence Address:



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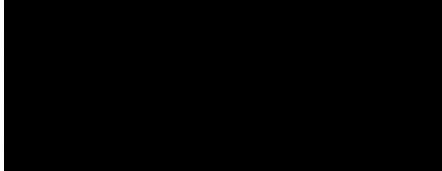
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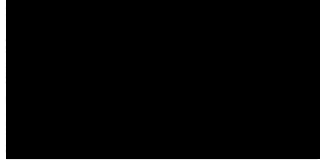


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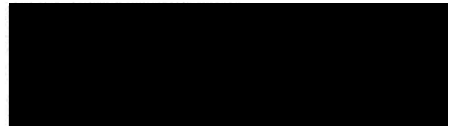
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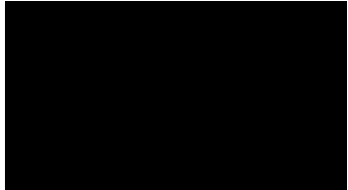
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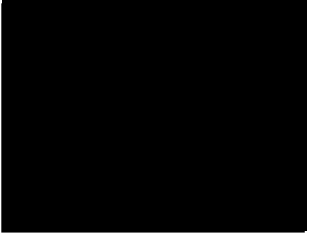
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Correspondence Address:



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Gender: Male
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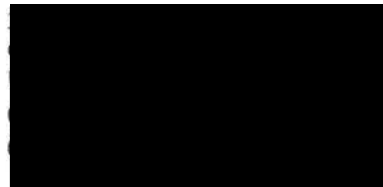
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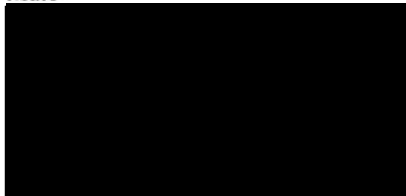
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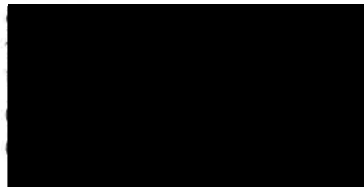
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Name: JAY PATRICK PARRISH
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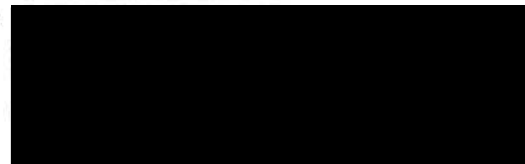
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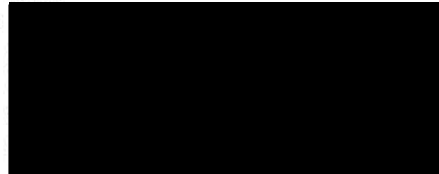
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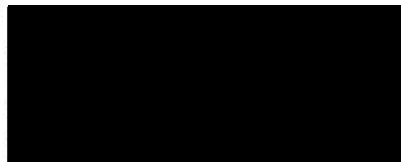
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Name: TERRY R ORMERIOD
Gender: Male
Correspondence Address:



Phone:
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Email:

Name: JOHN ROBERT CLEVINGER
Gender: Male
Correspondence Address:



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Gender: Male

Correspondence Address:



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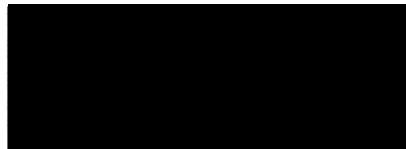
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Gender: Male

Correspondence Address:



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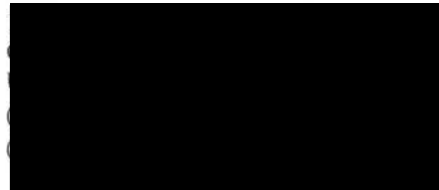
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Gender: Male

Correspondence Address:



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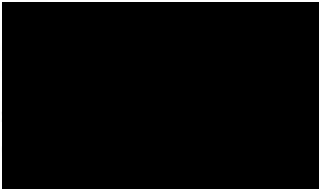
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Name: PHILIP FRANK BARBER

Gender: Male

Correspondence Address:



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Alt. Phone:

Email:

Name: KATHLEEN ELIZABETH PERALES

Gender: Female

Correspondence Address:



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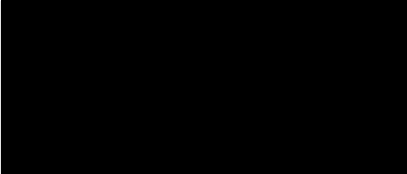
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Gender: Male

Correspondence Address:



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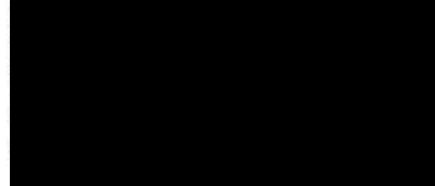
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Correspondence Address:



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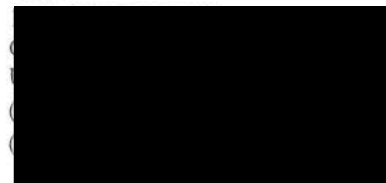
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Gender: Male

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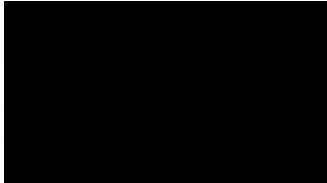


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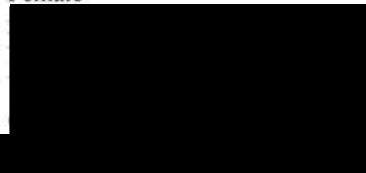
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Gender: Male
Correspondence Address:



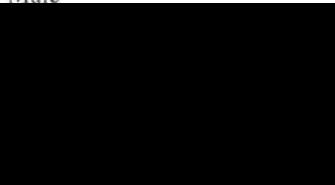
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Correspondence Address:



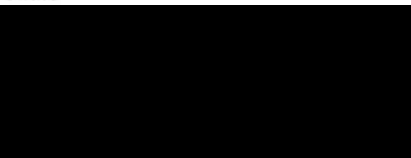
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Name: NATHAN B MILLETT
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Correspondence Address:



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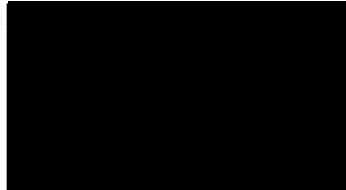
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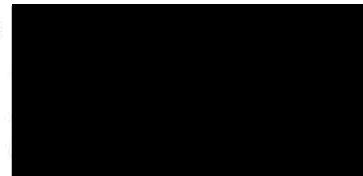
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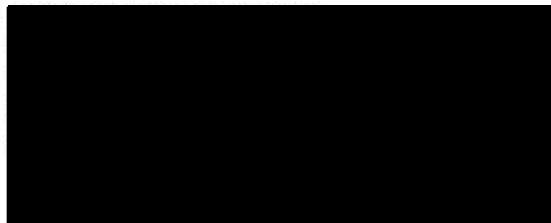
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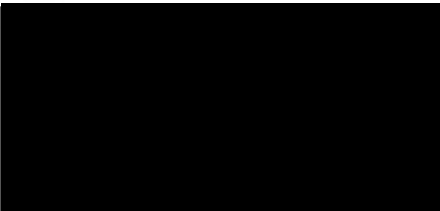
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Correspondence Address:

Phone:
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Name: RICARDO VELASCO
Gender: Male
Correspondence Address:

Phone:
Alt. Phone:
Email:



Name: STEVE DEE LOWE

Gender: Male

Correspondence Address:

Phone:

Alt. Phone:

Email:

Name: JOHN STEVEN TOW

Gender: Male

Correspondence Address:

Phone:

Alt. Phone:

Email:

Name: SHANNON LEE MADRIGAL

Gender: Female

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Gender: Male

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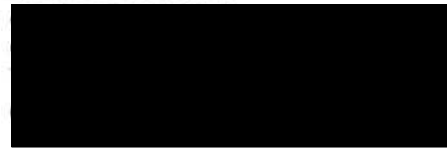
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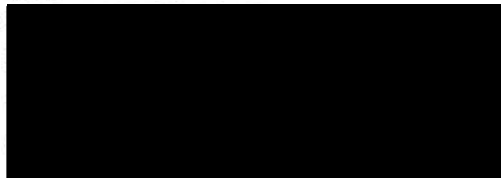
Phone:
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Email:

Name: NORMAN EARL MILLER
Gender: Male
Correspondence Address:



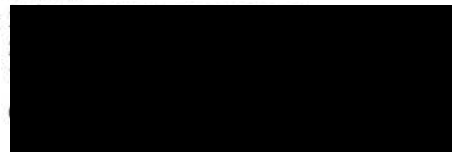
Phone:
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Name: DAVID RAYMAN HAWS
Gender: Male
Correspondence Address:



Phone:
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Email:

Name: JO ANN WOODMAN
Gender: Female
Correspondence Address:



Phone:
Alt. Phone:
Email:

Name: MICHEAL EDWARD BEGGS

Gender: Male

Correspondence Address:

Phone:

Alt. Phone:

Email:

Name: JOSEPH BALDEZ

Gender: Male

Correspondence Address:

Phone:

Alt. Phone:

Email:

Name: CANDY MAE NELSON

Gender: Female

Correspondence Address:

Phone:

Alt. Phone:

Email:

Name: TREVOR LOREN CUFF

Gender: Male

Correspondence Address:

Phone:

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Email:

Name: JOSE VARGAS III

Gender: Male

Correspondence Address:



Phone:

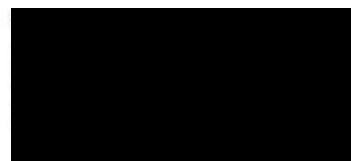
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Name: BRIAN MICHAEL SCHIELD

Gender: Male

Correspondence Address:



Phone:

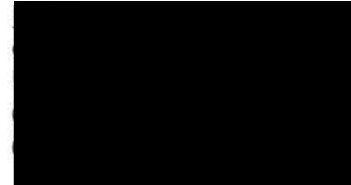
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Name: JAIME NICOLE DAY

Gender: Female

Correspondence Address:



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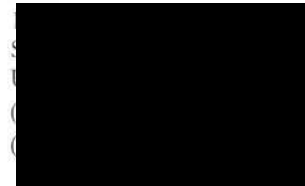
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Email:

Name: MICHAEL ANDREW THOMAS

Gender: Male

Correspondence Address:



Phone:

Alt. Phone:

Email:

Name: CALIXTO KOOPMAN ARROYO

Gender: Male

Correspondence Address:

Phone:

Alt. Phone:

Email:

Name: JOHN CLINTON GROTHE

Gender: Male

Correspondence Address:

Phone:

Alt. Phone:

Email:

Name: TAMARA IRENE CLAUNCH

Gender: Female

Correspondence Address:

Phone:

Alt. Phone:

Email:

Name: LANCE FREDRICK YARMER

Gender: Male

Correspondence Address:

Phone:

Alt. Phone:

Email:

Name: VANESSA DENISE CARCICH

Gender: Female

Correspondence Address:



Phone:

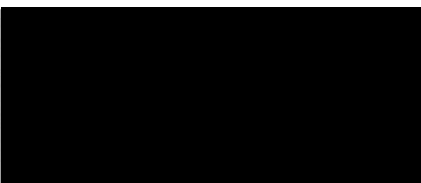
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Name: MICHAEL DEWAYNE FOLKNER

Gender: Male

Correspondence Address:



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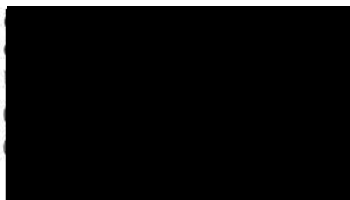
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Name: MICHAEL DAVID DARROW

Gender: Male

Correspondence Address:



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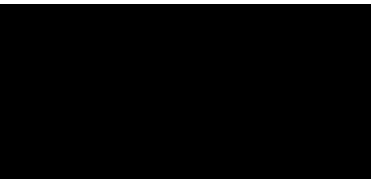
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Name: JIN WON PORTER

Gender: Female

Correspondence Address:



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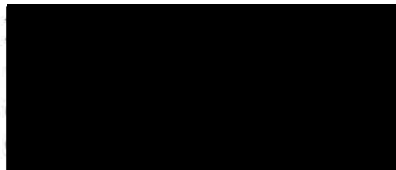
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Name: ARTHUR JEREMIAH ZAPATA
Gender: Male
Correspondence Address:



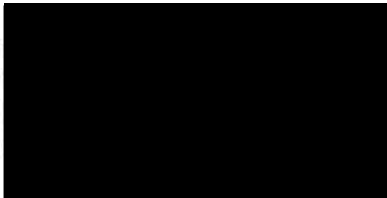
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Name: JASON PATRICK BARTLEY
Gender: Male
Correspondence Address:



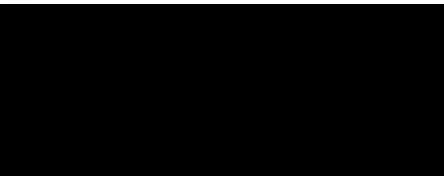
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Email:

Name: MATTHEW ANTHONY MAYLAND
Gender: Male
Correspondence Address:



Phone:
Alt. Phone:
Email:

Name: ROBERT WILLIAM SARGENT
Gender: Male
Correspondence Address:



Phone:
Alt. Phone:
Email:

Name: ERON REGINA KISSEL

Gender: Female

Correspondence Address:

Phone:

Alt. Phone:

Email:

Name: NANCY ANNE BRANNON

Gender: Female

Correspondence Address:

Phone:

Alt. Phone:

Email:

Name: THOMAS JAMES ARTHUR

Gender: Male

Correspondence Address:

Phone:

Alt. Phone:

Email:

Name: MARY LOUISE ORTEGA

Gender: Female

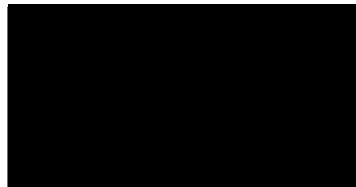
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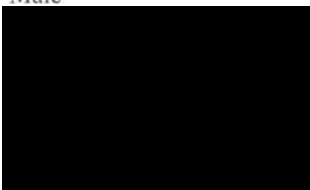
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Name: ALFREDO MALDONADO
Gender: Male
Correspondence Address:



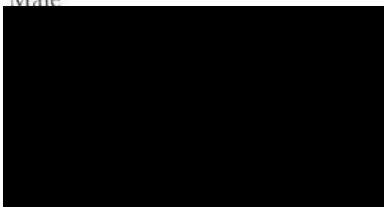
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Email:

Name: DALE ARTHUR WESTROM
Gender: Male
Correspondence Address:



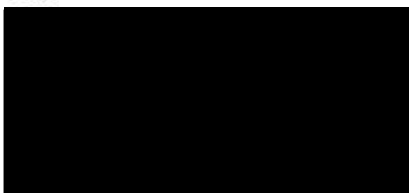
Phone:
Alt. Phone:
Email:

Name: ADALBERTO GARCIA BOUZANQUET
Gender: Male
Correspondence Address:



Phone:
Alt. Phone:
Email:

Name: EDWARD MONTIJO ROMERO JR.
Gender: Male
Correspondence Address:



Phone:
Alt. Phone:
Email:

Name: GARY LOY

Gender: Male

Correspondence Address:

Phone:

Alt. Phone:

Email:

Name: JASON RENE FERRIS

Gender:

Correspondence Address:

Phone:

Alt. Phone:

Email:

Name: MARTIN SALMERON

Gender: Male

Correspondence Address:

Phone:

Alt. Phone:

Email:

Name: GARY KEITH WILSON

Gender: Male

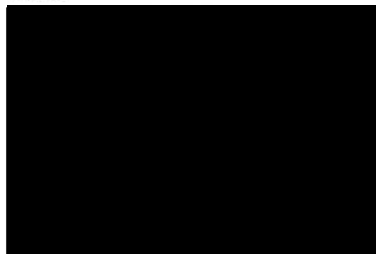
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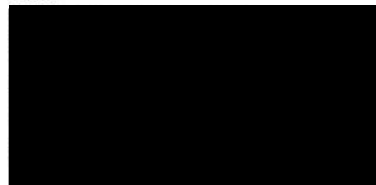
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Name: TYRONE SHANE WHEADON
Gender: Male
Correspondence Address:



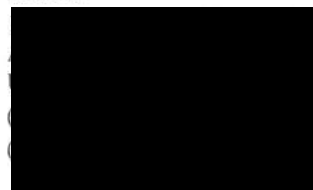
Phone:
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Name: JOSEPH JOHN MALINCONICO JR.
Gender: Male
Correspondence Address:



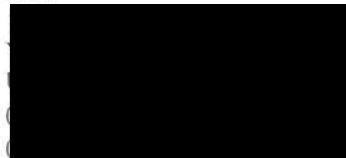
Phone:
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Name: SANDRA ANN CORONADO SANTA CRUZ
Gender: Female
Correspondence Address:



Phone:
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Email:

Name: ALLAN VINCENT ATALIG
Gender: Male
Correspondence Address:



Phone:
Alt. Phone:
Email:

Name: ROGER ANTHONY BROZ

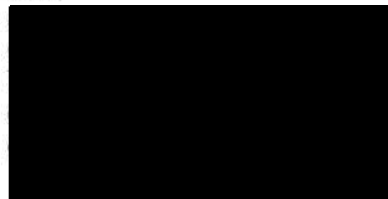
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Correspondence Address:

Phone:

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Email:



Name: PAUL NICHOLAS IMBLUM

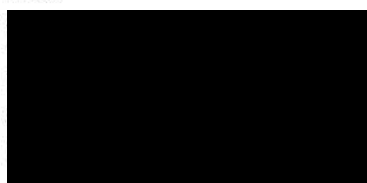
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Name: JAMES DAVID BROWN

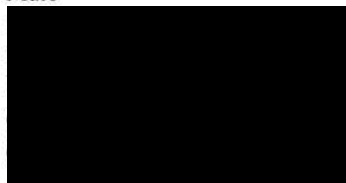
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Correspondence Address:

Phone:

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Email:



Name: COURTNEY LYNN GOODIN

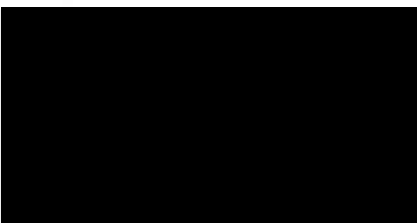
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Phone:

Alt. Phone:

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APPLICATION INFORMATION

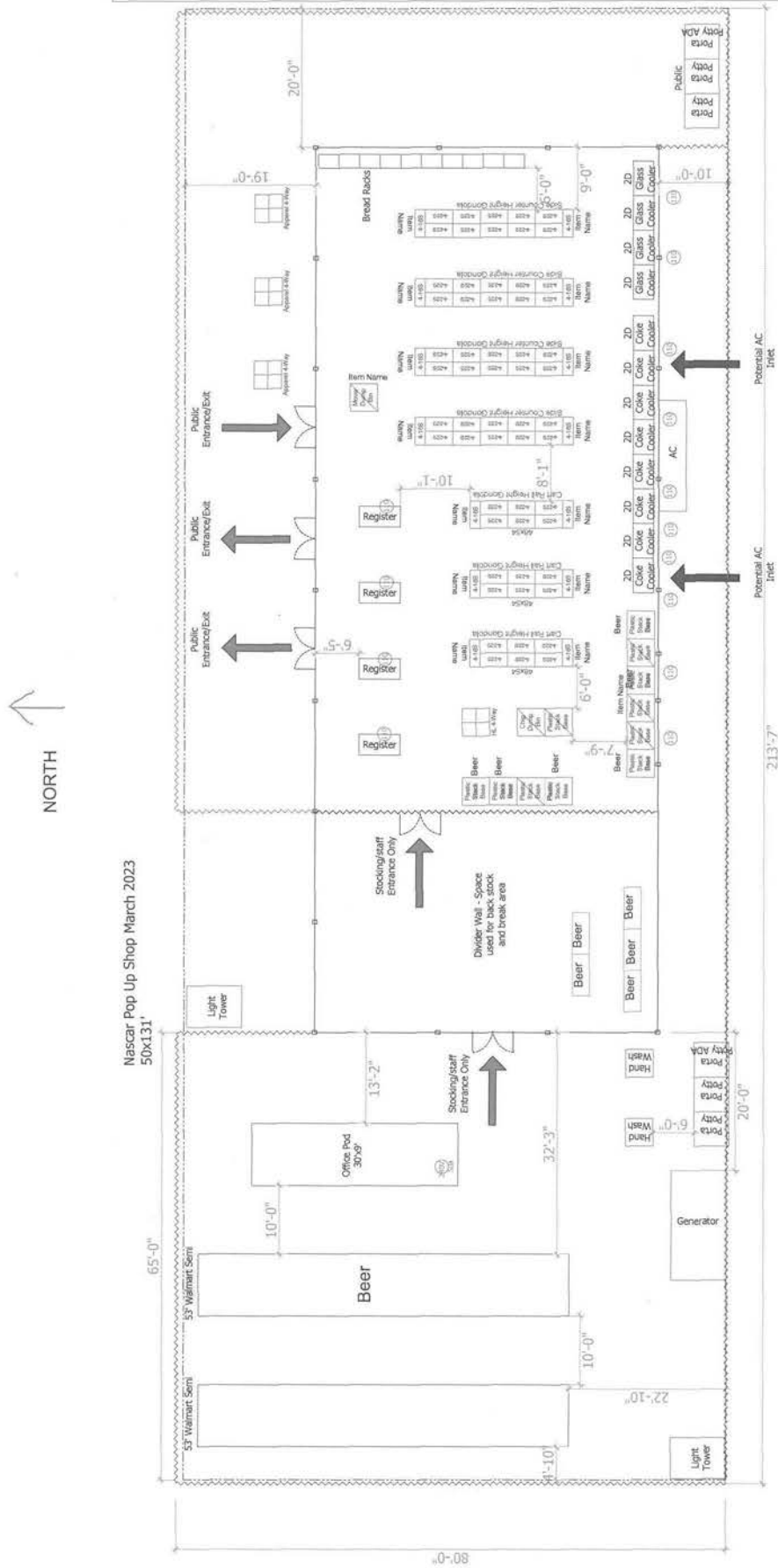
Application Number: 232587
Application Type: New Application
Created Date: 02/17/2023

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
TRES RIOS ELEMENTARY SCHOOL
5025 S 103RD AVE TOLLESON AZ - 2.49 MILES
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
NONE
- 7) Are there walk-up or drive-through windows on the premises?
Yes
- 8) Does the establishment have a patio?
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

23 FEB 17 Lig. Lic. PM 2:00



23 FEB 17 10:41 AM '25

PROMOTIONAL PARTNER AGREEMENT

This Promotional Partner Agreement ("Agreement") is made and entered into as of the last date of execution by a party hereto ("Effective Date") by and between **Walmart, Inc.**, an Arkansas corporation, with its principal place of business at 702 S.W. 8th Street, Bentonville, Arkansas 72716 ("Partner") and **Phoenix Speedway, LLC d/b/a Phoenix Raceway**, a Delaware limited liability company, with offices located at 125 South Avondale Boulevard, Suite 200, Avondale, Arizona 85323 ("PR").

WHEREAS, PR owns and operates Phoenix Raceway™ located in Avondale, Arizona ("Raceway"); and

WHEREAS, Partner desires to be a "Promotional Partner of Phoenix Raceway" and obtain other various promotional rights and opportunities, as further described herein.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The statements in the WHEREAS clauses above are true and correct and hereby incorporated into this Agreement.
2. **Incorporation of Exhibits.** The term "Agreement" shall jointly refer to this Promotional Partner Agreement, and Exhibits A, B and C.
3. **Definitions.** For purposes of this Agreement, the following terms and phrases shall be defined as provided herein:
 - A. "Affiliate" means an entity directly or indirectly controlling, controlled by or under common control with a party to this Agreement, provided that such entity shall be considered an Affiliate only for the time during which such control exists.
 - B. "Grocery Store" means one (1) booth, tent or other designated area within the campground on Raceway property wherein Partner is entitled to sell products to Major Event attendees, which products shall be approved by PR in advance and shall not include brands competing with other PR sponsors at the Raceway as determined by PR in its sole discretion.
 - C. "License" means the non-transferable, non-sublicensable and non-exclusive right and license granted to Partner hereunder to use and reproduce the Marks and all good will associated therewith throughout the Territory in connection with Partner's products and services as they pertain to the advertisement and promotion of Partner's relationship with the Raceway.
 - D. "Major Event" means the currently existing ARCA Menards Series, NASCAR Craftsman Truck Series, NASCAR Xfinity Series and NASCAR Cup Series motorsports racing events anticipated to be held at the Raceway each year during the Term.
 - E. "Major Event Weekend" means the series of motorsports racing events, including at least one (1) Major Event, anticipated to be held at the Raceway over the course of any weekend (which may include a Thursday, Friday, Saturday and/or Sunday) each year during the Term. For purposes of this Agreement, the Major Event Weekends anticipated to be held at the Raceway as of execution of this Agreement includes the following and this Agreement only contemplates these Major Event Weekends:
 - (1) ARCA Menards Series, NASCAR Xfinity Series and NASCAR Cup Series (March 10-12, 2023; exact 2024-2025 dates tbd)

(2) ARCA Menards Series, NASCAR Craftsman Truck Series, NASCAR Xfinity Series and NASCAR Cup Series (November 3-5, 2023; exact 2024-2025 dates tbd)

- F. "Marks" means the various emblems, symbol, legends, logos, signs, representations, trademarks, insignias or other indicia denoting or identifying the Raceway or the Major Events as listed on Exhibit A to the Agreement, including without limitation the Promotional Partner designation set forth in Section 1 of Exhibit C attached hereto.
- G. "NASCAR" means the National Association for Stock Car Auto Racing.
- H. "Partner License" means the non-transferable, non-sublicensable, non-exclusive and royalty-free right and license granted to PR and its Affiliates to use and reproduce the Partner's Marks and all good will associated therewith throughout the Territory in connection with the advertisement and promotion of Partner's relationship with the Raceway.
- I. "Partner's Marks" means the various emblems, symbols, legends, logos, signs, representations, trademarks, insignias or other indicia denoting or identifying Partner, its brands, and/or its products or services, as listed on Exhibit B to the Agreement.
- J. "Raceway" means the Phoenix Raceway racetrack facility in Avondale, Maricopa County, Arizona, operated by Phoenix Speedway LLC, including the racetrack, grandstands, suites, infield, (which includes victory lane) and surrounding concession areas contiguous with the Raceway and surrounding parking areas contiguous with the Raceway, all as may be limited now or in the future by the terms of the sanctioning agreement with the sanctioning body for a particular race.
- K. "Race Season" means such motorsports racing events as may be conducted at the Raceway during any one (1) calendar year of the Term of this Agreement.
- L. "Territory" means the United States of America.

4. **Term and Option to Terminate.**

- A. This Agreement shall commence as of the Effective Date, and unless terminated earlier in accordance with its provisions, shall remain in effect until December 31, 2025 ("Term").
- B. It is understood and agreed that Partner shall have the option to terminate this Agreement for 2025 by providing PR written notification of its intent to terminate on or before November 30, 2024. Should Partner not notify PR by the applicable date described herein, this Agreement shall remain in full force and effect for 2025.

5. **Consideration.** In exchange for the access and deliverables granted to Partner herein, Partner shall provide, as an amenity for race fans at the Major Event Weekend, the Grocery Store, subject to all relevant terms herein. The Grocery Store shall be of a caliber consistent with such on-site grocery stores for other similar racing and festival events, including those listed on Partner's website.

6. **Benefits Provided to Partner.**

- A. Subject to the procedures, terms and conditions set forth herein, and provided that it timely complies with all applicable requirements and obligations hereunder, Partner shall be entitled to the benefits set forth on Exhibit C during the Term. The failure of Partner to fully utilize the benefits hereunder, or to provide PR with artwork or copy for any signage, advertising, public address announcements, or other promotional materials (such that the untimely or non-conforming submissions are not used by PR), shall not entitle Partner to

any refund or compensation therefore, and there shall be no reduction in fees due and owing hereunder.

- B. Except where otherwise specifically defined in this Agreement, all issues and decisions pertaining to signage, advertising, public address announcements, and other promotional materials (including without limitation content, size, quantity, location, placement, design, materials, scheduling, and timing) for the Raceway and other Raceway sponsors shall be made in the sole discretion of PR, provided that PR will not unreasonably withhold approval of any content proposed by Partner regarding Partner's products and services that otherwise complies with PR's size and other requirements.
- C. At its own expense, Partner shall provide PR with all artwork and copy for all signage, advertising, camera-ready artwork, public address announcements and other necessary materials contemplated in Exhibit C hereto, in accordance with the specifications and closing dates or deadlines for such materials provided by PR. All such artwork and copy for all signage, advertising, camera-ready artwork, public address announcements and other necessary materials require the prior review and written approval of PR. Costs for the installation and maintenance of all such signage are the sole responsibility of Partner and are not included in the Rights Fees.
- D. Admission tickets/passes, credentials and/or any other materials used for admission to the Raceway or the Major Events shall be subject to the rules and regulations of PR and any applicable sanctioning body, including without limitation the execution by each person of any required releases and waivers of liability. Such admission tickets/passes, credentials and/or any other materials used for admission to the Raceway or the Major Events contemplated in Exhibit C hereto, are non-transferable and shall be for use by Partner and its guests and may not be sold or bartered, or used in connection with any promotion, sweepstakes or give-away for the general public without PR's prior review and written approval of all elements thereof. Additional admission tickets and/or passes may be requested by Partner, in writing, and purchased at rate card, subject to Raceway capacity and availability, provided that Partner obtain the prior written confirmation of PR for such additional admissions.
- E. The parties acknowledge and agree that the rights and benefits granted to Partner are granted on a non-exclusive basis.

7. **Obligations of Partner.**

- A. Partner will work with Levy to secure a liquor license (if applicable) for use in conjunction with the Grocery Store only, subject to Section 8 of this Agreement.
- B. Partner will be responsible for set up and tear down of the Grocery Store.
- C. Partner will be responsible for tent rental, generator rental, generator fuel, security guards, lighting and fencing.
- D. Partner will provide full managerial staffing for all operational hours of the store.
- E. Partner will be responsible for managing staff travel expenditures.
- F. Partner will provide standard in-store infrastructure (façade/counter tops/cash registers, etc.)
- G. Partner will handle the logistics and associated costs of obtaining all inventory for the store.
- H. Partner will be responsible for keeping inventory stocked throughout the weekend, as well

as keeping the space clean and presentable to make the guests' experience as pleasurable as possible.

- I. Partner will be responsible for removing all remaining/unsold inventory and any costs associated.
- J. Partner shall keep and maintain complete and accurate books, accounts, records and other materials covering all transactions related to this Agreement in a manner such that the information contained in the statements can be readily determined. PR shall have the right to inspect and audit all materials related to this Agreement.
- K. Partner shall provide PR with general event recap highlighting top items sold from operation of the Grocery Store within forty-five (45) days following the conclusion of the Major Event Weekend.

FOR CLARIFICATION, THE PARTIES ACKNOWLEDGE AND AGREE THAT THE RIGHTS AND BENEFITS GRANTED HEREIN TO PARTNER ARE GRANTED ON A NON-EXCLUSIVE BASIS.

8. **Alcoholic Beverages; Compliance with Law.**

- A. PR represents that it is not a seller of alcohol beverages and that it is not the holder of a license or permit to sell alcohol beverages at retail. PR has a food and beverage services management agreement with Levy Premium Food Service Limited Partnership ("Levy"), and Levy is the exclusive holder of the alcohol beverage license for alcohol beverages sold at retail at the Raceway. Accordingly, any and all sales of alcohol by Partner at the Grocery Store during the Term must be cleared through and dictated by a separate agreement between Levy and Partner. Upon reasonable request from PR, Partner will provide proof of any such agreement to PR.
- B. Nothing in this Agreement shall be construed or interpreted as requiring or inducing PR or Levy to cause Partner's alcohol beverage products to be sold in connection with this Agreement, or if Partner's beverage products are being sold, that they shall be sold to the exclusion in whole or in part of other alcohol beverage products.
- C. Further, the Parties understand and acknowledge that this Agreement is solely for the purchase of advertising rights and nothing contained herein or in the negotiations preceding it shall (i) require the purchase of any alcoholic beverage by any person, including, without limitation, Raceway customers, concessionaires, and/or retailers, or (ii) prevent, deter, hinder or restrict in any way the rights of any such persons to purchase or not purchase any brand of alcohol beverage which they choose.
- D. This Agreement shall be subject to all federal, state and local statutes laws, ordinances, rules and regulations, administrative agency directive, interpretation and advisements, and industry codes and guidelines pertaining to alcoholic beverages (collectively "Laws"), including without limitation any Laws governing marketing and advertising of alcoholic beverages.
- E. If a reasonable basis exists for believing that any provision of this Agreement violates any Laws, then the parties shall promptly modify this Agreement to the extent necessary to bring about compliance with such Law; provided, however, that if such modification would cause this Agreement to fail in its essential purpose or purposes in the reasonable opinion of either party, such party may terminate this Agreement. Without limiting the generality of the foregoing, the parties expressly agree that Partner's right under this Agreement to advertise its alcohol beverage products at the Raceway in the manner described herein is an essential purpose of this Agreement, and any material limitation, restriction or other modification of such right would constitute a failure of such purpose. If this Agreement is

terminated under this provision, payment shall be made only to the extent of a party's performance to and including the date of termination, and any payments which shall have been made and are applicable to future time periods shall be refunded pro rata to the date of termination, and neither party shall have any further obligations or liability with respect to this Agreement.

9. **Licensing.**

A. During the Term, PR hereby grants Partner the License. As a part of the License, Partner shall receive the in-market, on-site and non-exclusive promotional and marketing rights within the Territory to utilize the Marks. Such grant is subject to the terms and conditions of this Agreement and the prior review and written approval of PR. The referenced rights shall extend only to the following applications (all of which shall be subject to the prior review and written approval of PR): themed advertising; point-of-sale collateral; advertising collateral; consumer promotions/sweepstakes; trade promotions; employee incentive programs; and social media promotions. For clarification, any promotional use of the Marks by Partner shall be focused on the general retail services provided by Partner and not on any delivery services. Additionally, except as otherwise expressly stated herein, any articulation of the Grocery Store services during Major Event Weekend should also focus on a pre-stocked retail store concept and avoid any implication that the service is delivery-oriented.

B. **Partner's Rights to use the Marks.** In consideration of this Agreement and Partner's full performance of its obligations hereunder (including without limitation full payment of all Rights Fees), PR hereby grants Partner the following:

(1) Subject to the execution of a separate licensing and/or premium agreement with PR or PR's licensing agent, which includes standard licensing provisions and negotiated royalty requirements, Partner may obtain the right to create and market co-branded products, merchandise and collectibles (including without limitation items offered for sale or given away either for free for promotional purposes or in connection with the purchase of some other item or service) using the Marks. Upon such execution, Partner shall have the right to have a third party manufacture products bearing the Marks, so long as such third party is a PR licensee and such use is approved in writing in advance by PR.

C. **PR's Right to use Partner's Marks.**

During the Term, Partner hereby grants PR the Partner License to use the Partner's Marks in connection with the promotion of the Raceway, its events (including but not limited to promotion and event merchandise), tickets sales and other uses ancillary to the operation of the Raceway and promotion of its events.

D. **Approvals.**

(1) Partner shall submit any proposed usage of the Marks to PR for its prior written approval. Should PR fail to respond to such submission within 10 business days of receipt thereof, such submissions shall be deemed disapproved. Notwithstanding the above, Partner shall submit to PR a separate request for approval for each proposed use of the Marks in association with another mark.

(2) PR shall submit its proposed usage of the Partner's Marks to Partner for its prior written approval. Should Partner fail to respond to such submission within 10 business days of receipt thereof, such submissions shall be deemed approved. Notwithstanding the above, PR shall submit to Partner a request for approval to use the Partner's Marks in association with a third party mark, which approval shall

not be unreasonably withheld.

- E. Nothing contained herein shall be interpreted as a representation by PR that it has already registered or that it has an obligation to register any of the Marks or other symbols or indicia as a trademark, service mark or otherwise in any jurisdiction. PR shall take such action as it deems necessary in its sole discretion to protect the Marks and, with Partner's cooperation, to take appropriate action to prevent any entity's unauthorized use of the Marks where it is commercially reasonable for PR to do so or where such use is in violation of Partner's rights hereunder.
- F. Each party hereto shall include the appropriate trademark legend or copyright notice, as instructed by the other party, at least once on all materials utilizing the Marks and the Partner's Marks, as applicable. Other than as set forth herein, neither party shall obtain any interest or other license in the intellectual property of the other party through operation of this Agreement. During the Term of this Agreement and thereafter, Partner shall not directly or indirectly challenge the validity or enforceability of the Marks or of PR's title thereto. Conversely, PR shall not directly or indirectly challenge the validity or enforceability of the Partner's Marks or of Partner's title thereto.
- G. Except as otherwise authorized herein, Partner and/or its Affiliates shall not use the Marks or any other word or mark which are confusingly or deceptively similar to the Marks. PR shall not use the Partner's Marks or any other word or mark which are confusingly or deceptively similar to the Partner's Marks.
- H. Upon the termination of this Agreement, Partner shall cease and desist all use of the Marks in any manner and will not adopt any word or mark which is confusingly or deceptively similar to the Marks. Upon the termination of this Agreement, PR shall cease and desist all use of the Partner's Marks in any manner and will not adopt any word or mark which is confusingly or deceptively similar to the Partner's Marks.
- I. Partner shall cooperate with PR, at PR's sole expense, in the filing and prosecution of any trademark applications for the Marks that PR may elect to file, and to the extent necessary, shall execute all necessary documents to obtain trademark registrations for the Marks and shall supply PR, at PR's sole expense, such evidence of use of the Marks as may be required.
- J. Partner shall have no right to sell, assign or in any way dispose of or encumber the License, or the Marks, or to grant any sublicenses with respect to the License or Marks. Any attempt to transfer such rights shall be deemed null and void and shall constitute a default of this Agreement entitling PR, at its sole discretion, to terminate the Agreement and to seek any and all legal or equitable remedies available to PR.
- K. Partner's rights, including without limitation the License, shall be limited to the Raceway and the Marks. Partner shall have no other rights with respect to any other intellectual property of PR, or any other racetrack facility, event, trademark or trade names of any parent, subsidiary, Affiliate or division of PR. Partner acknowledges and agrees that, with respect to any racetrack facilities related to PR, such racetracks and/or their parent company may enter into sponsorship and other marketing relationships with other companies, including companies competitive with Partner. Moreover, Partner shall have no right or interest in any other area of the businesses or assets of PR, including without limitation any other Marks, logos, assets, facilities, racetracks, races, special events, or motorsports themed entertainment attractions now or in the future existing, developed, owned and/or operated by PR, or its parent, subsidiaries, Affiliates or divisions.
- L. Partner agrees that unless it shall have the right to do so pursuant to an agreement executed with the appropriate entity, it shall not engage in any marketing, promotional, or

advertising activities on the property of or in connection with Affiliates of PR, including without limitation activities that may be construed as "Ambush Marketing." "Ambush Marketing" shall include, but not be limited to, the unauthorized use of intellectual property, event tickets for consumer prize giveaways, contests, sweepstakes or other promotions; and the creation of any advertising that incorporates a theme or image that would lead a reasonable person to believe the non-sponsor advertiser is in some way associated with or has been endorsed by the PR Affiliate. Should PR or its Affiliate, in their discretion, deem Partner's activities to be "Ambush Marketing," upon notice, Partner shall immediately cease such activities until the party can mutually resolve the disputed activity.

M. The parties to this Agreement recognize that technology will develop new mediums for communication, advertising, promotion and entertainment (the "Technological Medium") during the Term of this Agreement. As to any Technological Medium not in commercial use on the date of execution of this Agreement, Partner shall have no rights or license with respect to the use of the Marks with respect to that Technological Medium without the express written approval of PR.

N. PR reserves all rights not expressly granted to Partner in this Agreement.

10. **Indemnification and Insurance.**

A. Partner shall indemnify, defend, hold harmless, and/or provide contribution for Phoenix Speedway, LLC, Levy Premium Foodservice Limited Partnership, their parents, subsidiaries, limited liability and Affiliate companies and each of their respective shareholders, officers, directors, members, agents, employees, trustees, receivers, successors, and assigns (the "PR Indemnified Parties") from and against any and all claims of liability, loss, damage, expenses, court costs and attorneys' fees in connection with, arising out of or directly or indirectly, related to (i) the use of Partner's products or services; (ii) the use by Partner of any Marks granted hereunder in advertising or promotional materials as permitted herein; (iii) PR's use of a Partner's Mark as authorized in this Agreement which violates the intellectual property rights of a third party; (iv) the acts, omissions or violation of any law, code, ordinance or otherwise (including but not limited to the Americans with Disabilities Act and analogous state or local laws relating to nondiscrimination and/or physical and/or technological accessibility for guests with disabilities) of Partner, or it's representatives, agents, volunteers, employees, contractors or subcontractors; (v) Partner's breach of this Agreement. Partner's obligation to defend hereunder shall not extend to claims which have been determined by a court of competent jurisdiction by final and non-appealable judgment or written settlement between the parties, to have resulted from the sole negligence, willful misconduct, or violation of law of a PR Indemnified Party.

B. PR shall indemnify, defend and hold Partner and its shareholders, officers, directors, agents, employees, members, parent companies, related or Affiliated companies, subsidiaries, trustees, receivers, successors and assigns ("Partner's Indemnified Parties") harmless from and against any and all claims of liability, loss, damage, expenses, court costs and attorneys' fees in connection with, arising out of directly or indirectly, related to (i) the use of Raceway products or services, including, but not limited to, claims made by spectators or participants as a result of on-track incidents at events held at the Raceway; (ii) the use by PR of any of Partner's Marks granted hereunder in advertising or promotional materials as permitted herein; (iii) Partner's use of an PR Mark as authorized in this Agreement which violates the intellectual property rights of a third party; (iv) the acts or omissions of PR, the Raceway, its staff, agents or employees; or (v) PR's breach of this Agreement.

C. Each party shall give the other party prompt notice of any claim or suit coming within the purview of these indemnities. Upon the written request of an indemnitee, the indemnitor

will assume the defense of any claim, demand or action against such indemnitee and will upon the request of the indemnitee, allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled. Termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitor's hereunder.

- D. PR represents and warrants that it will maintain throughout the Term of the Agreement a commercial general liability insurance policy with a reputable company having a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; motor vehicle liability covering all owned, non-owned and hired vehicles with coverage limits of not less than \$1,000,000 per occurrence; and Worker's Compensation insurance, including employer's liability, with minimum limits statutory for all states of operation.
- E. Partner agrees to secure and maintain a commercial general liability insurance policy (including personal injury and contractual liability), having a combined single limit of not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate. Such policy shall be written on an occurrence-based form, with an insurance company rated A- VIII or better by the most current A.M. Best Rating Guide and name as additional insured the PR Indemnified Parties. Partner shall secure and maintain (or require the applicable employer to secure and maintain) (i) Worker's Compensation insurance, including employer's liability, with minimum limits statutory for all states of operation; (ii) Motor Vehicle Liability (including hired, owned, and non-owned) on any vehicle used or displayed on or within the Speedway with coverage limits of not less than \$1,000,000 per occurrence; and (iii) Liquor Liability with an each common cause limit of at least One Million Dollars (\$1,000,000) with a Two Million Dollar (\$2,000,000) aggregate. Upon execution of this Agreement, Partner shall deliver to PR a certificate of insurance evidencing the above coverage. Such insurance shall be primary and non-contributory over any other insurance that may be available to an PR Indemnified Party. A waiver of subrogation shall apply in favor of the PR Indemnified Parties. Insurance limits specified herein are minimums. Insurance coverage shall apply to the fullest extent of Partner's insurance policy limits, or to the extent allowed by law, whichever is greater. Should the above described policy(ies) be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- F. All of the provisions of this Section shall survive the expiration or termination of this Agreement.

11. **Default.** The parties agree, without prejudice to any other rights of PR, that Partner is in default in the event of any and/or all of the following: (i) Partner fails to make any and all payments required under this Agreement on or before 5 days after receipt of written notice that a payment has not been made; (ii) Partner fails to observe or perform any and/or all material obligations required by this Agreement on or before 15 days after receipt of written notice that Partner has failed to perform an obligation; (iii) Partner files bankruptcy and/or is adjudicated to be bankrupt whether under federal, state and/or foreign laws; (iv) Partner enters into and or becomes the subject of any reorganization proceeding, liquidation proceeding, receivership and/or similar proceeding whether under federal, state, and/or any foreign laws; and/or (v) Partner, in the reasonable determination of PR (it is not necessary that any of the following actually occur but rather only that PR has a reasonable belief that the one or more of the following has occurred), becomes insolvent, fails to pay its debts when they come due, and/or does not have the ability to pay its debts when they come due. In the event of a default, PR may terminate this Agreement, without prejudice to the rights and remedies of PR, by giving written notice of termination to Partner. The rights set forth in the preceding paragraph are in addition to all other rights and remedies provided under this Agreement and/or by applicable law.

12. **Cross-Default.** If Partner defaults on its obligations to PR or to any Affiliate, under this or any other

agreement or relationship between Partner and PR or any Affiliate, then and in that event, PR, and any Affiliate with contractual relationships with Partner, in the sole discretion of each separate entity, shall be entitled to declare a cross-default on any other contracts or obligations Partner has with PR or PR Affiliate, as the case may be.

13. **Force Majeure.** If PR is unable to deliver any of the benefits as outlined herein due to: (i) acts of God; (ii) flood, fire or explosion; (iii) lockout, strike or other labor dispute; (iv) war, terrorism, invasion, riot or other civil unrest; (v) riot or civil commotion; (vi) act of governmental instrumentality (whether federal, state, local or foreign); or for any other reason beyond the reasonable control of PR (each of the foregoing, a "Force Majeure"), then PR shall be relieved of its obligations until the Force Majeure has passed. Delay or postponement of a Major Event to a later date shall in no way release the parties from other obligations of this Agreement, including payment, unless PR is unable to provide Partner with a reasonable substitute, or rescheduled date(s). In the event a Force Majeure results in the cancellation or postponement of an event or the continuation of events without an in-person, broadcast, or online audience, all obligations of Partner (including, without limitation, the obligation to pay fees) shall be suspended until the Force Majeure has ceased. In order to make up for any benefits that could not be exercised as a result of a cancellation of an event for which fees had already been paid or, in the event that an event is held with a reduced number of fans (e.g., a governmental authority orders that professional sporting events limit event attendance), the parties shall negotiate in good faith a mutually satisfactory arrangement of comparable value by means of rescheduling, substitution, alternative performance, or similar means. If the parties, negotiating in good faith, are unable to reach a mutually satisfactory arrangement of comparable value by means of rescheduling, substitution, alternative performance, or similar means, the parties shall negotiate, in good faith, an equitable adjustment in the fees or an equitable reimbursement by PR.
14. **Creditworthiness.** Partner acknowledges that PR has relied upon its understanding of Partner's creditworthiness based upon publicly available information at the time of entering into this Agreement in determining to enter into this Agreement and in structuring the terms and provisions of the Agreement, including but not limited to, the payment schedule contained in this Agreement and that but for such understanding of and reliance upon Partner's creditworthiness PR would not have entered into the Agreement upon such terms and provisions. Partner acknowledges and agrees that if the publicly available information about Partner's creditworthiness changes so as to materially increase the credit risk to PR or if a reputable credit rating bureau or service lowers Partner's credit rating such that PR would not have entered into this Agreement, as determined in PR's reasonable sole discretion, then PR, again in its reasonable sole discretion, may elect to accelerate the payment schedule. In such event PR shall inform Partner of the decision and accelerated payment schedule in writing.
15. **Remedies.**
 - A. **Generally.** Upon default or breach of this Agreement by either party, the non-defaulting party shall have the right to recover from the defaulting party all damages and other remedies available to the non-defaulting party at law or in equity, resulting from or arising out of the default under this Agreement. All such remedies shall be cumulative and non-exclusive. To the extent permitted by law, each remedy may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy.
 - B. **Injunctive Relief.** The parties acknowledge that a violation of any covenants related to the License, the Marks, the Partner License, or the Partner's Marks would cause irreparable injury to the injured party and that damages at law for any such breach would be inadequate, and would be impossible to ascertain. In the event of the breach or threatened breach of any obligations related to the License, the Marks, the Partner License, or the Partner's Marks, the injured party, in addition to any and all other remedies at law or in equity, shall have the right to enjoin the other party from any and all threatened or actual

activities in violation thereof; and the other party hereby consents and agrees that temporary and permanent injunctive relief may be granted in any proceedings which might be brought to enforce any such covenants without the necessity of posting bond. In the event the injured party does apply for such injunction, the other party shall not raise as a defense thereto that the injured party has an adequate remedy at law.

16. **Miscellaneous Provisions.**

- A. **Assignment.** Partner agrees that this Agreement CANNOT be subleased, transferred or assigned to another party, without PR prior written consent. Any attempt to sublease, transfer or assign this Agreement without prior written consent of PR is void. Any change in control of Partner (whether by merger, asset sale, stock purchase or other assignment or operation at law) shall for the purposes of this Agreement be deemed an assignment of the rights and obligations contained herein and shall require the written approval of PR, which shall not be unreasonably withheld. In the event PR permits such sublease, transfer or assignment of the Agreement, Partner shall remain liable and responsible to PR for such sublease, transferee, or assignee and its activities in accordance with the terms and conditions of this Agreement.
- B. **Contractual Relationship Created.** Nothing contained herein shall be construed to create or constitute any employment, agency, partnership, franchise or joint venture arrangement by and between the parties, and neither party has the power or authority, express or implied, to obligate or bind the other or thing whatsoever.
- C. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Arizona, without giving effect to the principles of comity or conflicts of laws thereof.
- D. **Confidentiality.** The financial terms and conditions of this Agreement and the substance of this Agreement are and shall remain confidential, and shall be communicated and available only to such employees or agents of either party with a legitimate business need to know such confidential terms and conditions. Each party shall be responsible for any breach of this Section by such party's employees, related companies and/or agents and each such party shall cooperate with the other party to remedy the breach.
- E. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between the parties hereto concerning the subject matter hereof, and supersedes all prior Agreements, memoranda, correspondence, conversations and negotiations between the parties. This Agreement may be executed in several counterparts that together shall constitute but one and the same Agreement.
- F. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law; however, if any provision of this Agreement shall be invalid or prohibited for any reason, any such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intention of the parties, and the remainder of any such provisions and the remaining provisions of this Agreement shall remain valid and enforceable.
- G. **Modifications or Amendments.** This Agreement shall not be amended, modified or abrogated, except upon written agreement, executed by that party or those parties whose rights or obligations are being amended, modified or abrogated.
- H. **Waiver.** No failure of either party to object or to take affirmative action with respect to any conduct of the other party which is violation of the terms hereof or nonperformance hereunder shall be deemed a waiver of any subsequent default or nonperformance. No waiver shall be effective unless in writing, signed by the party or parties to which the

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performance or duty is owed. No delay in asserting any right or remedy shall constitute waiver of any right or remedy.

- I. **No Construction Against Drafting Party.** Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.
- J. **Limitations Imposed by Law.** All provisions of this Agreement are subject to all applicable requirements, limitations, and conditions of the federal, state and local codes, laws, ordinances, regulations and rules applicable in the State of Arizona. Further, it is understood and agreed Partner's use of any benefits received hereunder are subject to and must be utilized in accordance with all applicable federal, state, local, rules, regulations, laws, codes, ordinances, and guidelines, including without limitation all federal and state Occupational Safety and Health Regulations.
- K. **Drone Prohibition.** PR strictly prohibits the use of unmanned aerial systems ("UAS"), also known as drones, for any purpose whatsoever at the Raceway. A UAS, for purposes of this Agreement, is any aircraft without a human pilot aboard. PR personnel may remove anyone using a UAS at the Raceway and confiscate the UAS until the conclusion of the Major Event Weekend.
- L. **Rescheduled Major Event.** If an event for which the Partner has rights and/or obligations under this Agreement is postponed and rescheduled for a date after the last day of the Term of this Agreement, then the Term of this Agreement shall be deemed to continue until the conclusion of the rescheduled event. In the event of postponement of a Major Event, PR's sole obligation will be to provide the assets and benefits set forth herein on the day of the rescheduled Major Event. In such event, all agreed upon due dates will be moved according to the new Major Event schedule. In the event of cancellation of a Major Event, PR will work with Partner to schedule a reasonable alternative at a future comparable event. In the event no alternative is agreed upon, the parties will be released from obligation for the postponed Major Event agreement only and any funds paid in advance of a Major Event will be refunded proportionally to any benefits already received. Any agreement between parties concerning events expected to be held in the future will remain in full force and effect. Partner agrees the Weather Protection Program will not apply to any benefits contemplated herein (policy available upon request). This shall not, however, extend or alter in any way the Term of this Agreement if this Agreement has been terminated earlier.
- M. **Sanctioned Major Events.** To the extent this Agreement refers to certain events, these events are subject to annual sanctioning body approval. The date(s) of any event is not certain, and event(s) may not even occur at the discretion of the sanctioning body. Failure to obtain a sanctioned event shall in no way be construed as a default or breach of this Agreement. Notwithstanding the foregoing, if a Major Event does not occur during any year of the Term, Partner shall be entitled to receive mutually agreed upon substitute benefits at an affiliated racetrack property for any benefits not delivered to Partner as result of such Major Event cancellation. In the event the parties cannot agree on such substitute benefits following good faith negotiations, Partner shall be entitled to receive a pro-rata refund of the Rights Fees for any benefits not delivered to Partner as a result of such Major Event cancellation.
- N. **Option.** Partner understands and acknowledges the competitive nature of motorsports sponsorships in connection with securing Major Event entitlements, racetrack property

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naming rights and NASCAR Series Sponsorships. Should a competitor of Partner wish to entitle a Major Event at Raceway, purchase the naming rights to the Raceway, or secure one of NASCAR's Official Tier Sponsorships, Phoenix Speedway, LLC shall have the option of terminating this Agreement or canceling a portion of Partner's relationship with the Raceway. In the event the Raceway wishes to exercise its rights hereunder, Raceway shall provide Partner a minimum of thirty (30) days' notice of such cancellation or termination, and, if necessary, shall refund Partner a proportional allocation of its Rights Fees for loss of the benefits described herein. The parties acknowledge and agree that in no event shall such actions constitute a breach or default under this Agreement.

17. **Address for Service of Notices.**

If to Partner: Walmart, Inc.
702 S.W. 8th Street
Bentonville, AR 72716

If to PR: Phoenix Speedway, LLC
125 South Avondale Boulevard
Suite 200
Avondale, AZ 85323
Attn: President

With a Copy to: Legal Department
International Motorsports Center
One Daytona Blvd.
Daytona Beach, FL 32114

18. **Authorized Signature.** Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Phoenix Speedway, LLC d/b/a Phoenix Raceway

"PR"

By: _____

Print Name: Latasha Causey

Title: President

Date: February 17, 2023

Walmart, Inc.

"Partner"

By: _____

Print Name: Jimmy Kirven

Title: Market Manager

Date: 2-14-23

**EXHIBIT A
MARKS**

Phoenix Raceway



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**EXHIBIT B
PARTNER'S MARKS**

TO BE INSERTED IN JPG FORMAT

**EXHIBIT C
BENEFITS PROVIDED TO PARTNER**

1. **Designations:** "Promotional Partner of Phoenix Raceway"

The foregoing "Partner" designation and tag line is a component of the Marks.

2. **Promotional Collateral:**

A. Partner shall have the opportunity for logo identification and recognition in selected pre-event promotional collateral and publicity pieces produced by PR (pending availability and deadlines) consisting of the following:

- (1) Maps
- (2) Track Website (www.phoenixraceway.com)

B. Partner will have the opportunity for social media posts on platforms such as Facebook, Twitter and Instagram as follows:

- (1) One (1) social media post on Facebook
- (2) One (1) social media post on Instagram
- (3) Dedicated Sponsor post during each Major Event Weekend.

C. Partner will have the opportunity for a press release announcing the partnership.

D. PR will provide one (1) full-page of editorial copy in the Cactus Chronicle (information pack distributed to all RV campers).

E. Partner shall receive one (1) rotating banner advertisement on the official Raceway Website.

F. Partner will receive four (4) thirty second (:30) public address announcements per day read on a rotating basis during each Major Event Weekend.

3. **On-Site Signage:** Partner shall receive the on-site signage and brand integration at the Raceway as described below. The location of such signage shall be mutually agreed upon by the parties.

A. Major Event Day/Weekend:

- (1) Interior and exterior of the Grocery Store

4. **Grocery Store:** Partner shall receive:

A. Subject to the terms of this Agreement, Partner shall have the opportunity to set up and maintain a Grocery Store within the campground during mutually agreed upon hours, for the sale of approved products, during each Major Event Weekend conducted at the Raceway during the Term. Partner will be entitled to retain all net revenue from Grocery Store sales from approved products ("Partner Revenue"). All sales of alcohol (including any revenue therefor) shall be subject to Section 8 of the Agreement. For purposes of this Section 4.A, net revenue equals gross revenue less taxes.

B. It is the intent of PR to advise Partner as soon as possible of the exact location of the Grocery Store at the Raceway, but in any event at least ten (10) days prior to each Major Event Weekend. The exact location provided shall be at the sole discretion of PR. Partner's use of the Grocery Store location made available to it pursuant to this Agreement shall be

in compliance with all applicable requirements, limitations and conditions of the federal, state, and local codes, laws, ordinances, regulations and rules of the state in which the Major Event Weekend motorsports races are held. Partner shall be allowed to set up its Grocery Store in accordance with the specifications of PR, and any other regulations or requirements of PR as may be provided from time to time, and shall set up its area so that none of its equipment, goods, materials, displays, boxes or other items of any nature whatsoever are located outside the designated Grocery Store location. Partner shall take down its Grocery Store in accordance with the specifications of PR. No person or entity other than Partner shall operate within the Grocery Store without the prior written approval of PR. No kites, balloons, or other flying or lighter than air advertisements or promotional material shall be flown, raised or otherwise launched from, out of or attached to the Grocery Store unless Partner has obtained PR's prior written approval, said approval not to be unreasonably withheld. Partner shall not use loudspeakers, bullhorns or any other equipment or device to generate or emit loud noises from, out of or within the Grocery Store. PR reserves the right to require Partner to cease any promotions or displays which, at the sole discretion of PR, is deemed to be a nuisance, to be unduly annoying, to be interfering with the rights of other concessionaires or interfering with the race experience of the fans. PR reserves the right to limit the number of brands and/or to prohibit the inclusion of certain brands within the Grocery Store. This Agreement does NOT grant the right to solicit credit card applications at the Raceway.

- C. Two (2) RV space(s) for Partner's staff use during the Major Event Weekend.
- D. A mutually agreed upon number of parking passes.
- E. Production and installation costs of entrance Grocery Store sign.
- F. Opportunity for Partner to include a third-party sponsor (i.e. Circle K) with the Grocery Store, subject to PR approval and execution of a sponsorship agreement with the third party.
- G. PR will request and provide a generator and fencing. Costs for generator, fencing and any other equipment necessary, shall be reimbursed by Partner upon invoice.
- H. Event programming of the store pad.
- I. Partner will have the opportunity to use Partner owned vehicles to deliver only ice and firewood to Major Event attendees in the campground, subject to the rules and regulations of PR, including, but not limited to, insurance and indemnity provisions.

5. Other Benefits:

- A. PR will provide introductions to our preferred vendors for preferred partner pricing.
- B. Partner will have the opportunity to participate in morning Live TV hits from the store during each Major Event Weekend.
- C. Partner will have the opportunity to create a digital circular showcasing special pricing and Major Event Weekend deals.
- D. Partner will have the opportunity to test and integrate Partner technology for ordering from the Grocery Store, subject to the restrictions set forth in Section 9(A) of this Agreement.

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February 17, 2023

Jennifer Benson
Licensing Manager
Arizona Department of Liquor
800 W. Washington St. 5th Floor
Phoenix, AZ 85007

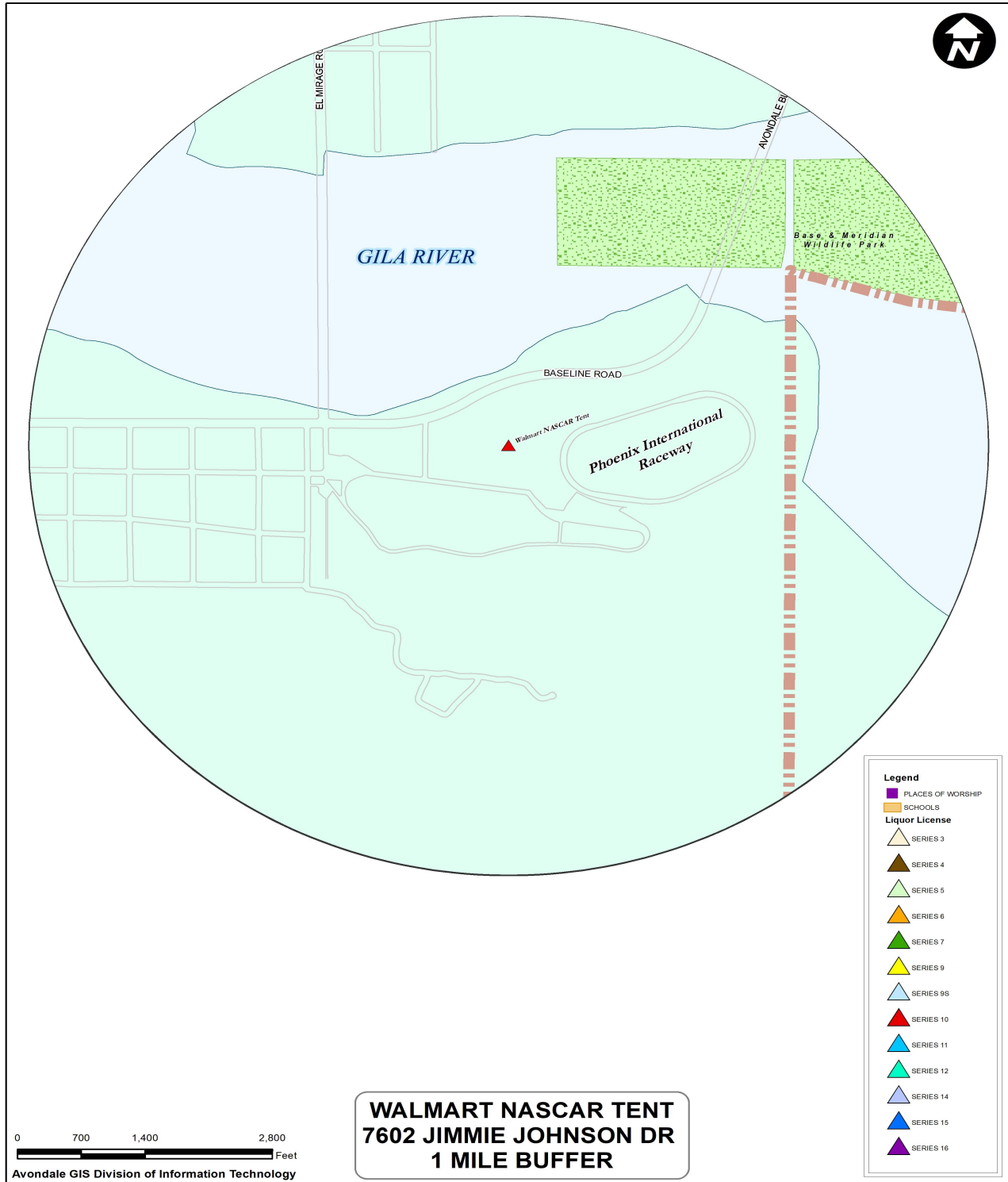
Jennifer,

Please be advised that Festival Outfitter (Job # 214323, INP070020745) , Kyle Mason as agent is no longer operating on the property address 7602 Jimmie Johnson Drive, Avondale, AZ 85323

If you have any questions, Please feel free to contact me on my cell 602-502-4150.

[REDACTED]
James Hamilton
Director, Government Affairs

GIS MAP



LICENSE REVIEW FORM

Type of License	10 Beer and Wine Store
Applicant's Name	John Dean Curtis II
Business Name	Walmart NASCAR Tent
Business Address	7602 Jimmi Johnson Drive, Avondale AZ 85323
Department Comments	
The General Plan designates the property as Sports and Entertainment. The current zoning for the property is Major Sports and Entertainment District (MSed). The use of a Walmart NASCAR Tent is consistent with the City of Avondale's adopted Zoning Ordinance.	
☐ Police Department	☐ Fire Department
☒ Development Services	☐ Finance Department
☒ Approved	☐ Denied
 _____ E-Signature	Associate Planner _____ Title
Augustus Gerletti _____ Name	Mar 1, 2023 _____ Date

This license is scheduled for the City Council Meeting on: 04/03/2023

Please complete form by: As soon as possible

LICENSE REVIEW FORM

Type of License	10 Beer and Wine Store
Applicant's Name	John Dean Curtis II
Business Name	Walmart NASCAR Tent
Business Address	7602 Jimmi Johnson Drive, Avondale AZ 85323
Department Comments	
All business license requirements have been met.	
☐ Police Department	☐ Fire Department
☐ Development Services	☒ Finance Department
☒ Approved	☐ Denied
<u><i>Audrey Tijerina</i></u> Audrey Tijerina (Mar 2, 2023 07:18 MST)	Customer Service Representative
E-Signature	Title
<u>Audrey Tijerina</u>	<u>Mar 2, 2023</u>
Name	Date

This license is scheduled for the City Council Meeting on: 04/03/2023

Please complete form by: As soon as possible

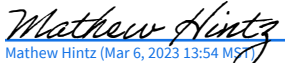
LICENSE REVIEW FORM

Type of License	10 Beer and Wine Store
Applicant's Name	John Dean Curtis II
Business Name	Walmart NASCAR Tent
Business Address	7602 Jimmi Johnson Drive, Avondale AZ 85323
Department Comments	
All Fire Code requirements have been met.	
☐ Police Department	☒ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
<u>Jason Napier</u> Jason Napier (Mar 2, 2023 07:48 MST) E-Signature	Fire Marshal Title
Jason Napier Name	Mar 2, 2023 Date

This license is scheduled for the City Council Meeting on: 04/03/2023

Please complete form by: As soon as possible

LICENSE REVIEW FORM

Type of License	10 Beer and Wine Store
Applicant's Name	John Dean Curtis II
Business Name	Walmart NASCAR Tent
Business Address	7602 Jimmi Johnson Drive, Avondale AZ 85323
Department Comments	
Background check completed; no concerns.	
☒ Police Department	☐ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
 Mathew Hintz (Mar 6, 2023 13:54 MST)	Police Lieutenant
E-Signature	Title
Mathew Hintz	Mar 6, 2023
Name	Date

This license is scheduled for the City Council Meeting on: 04/03/2023

Please complete form by: As soon as possible

CITY COUNCIL REPORT

SUBJECT: Series 10 (Beer and Wine Store) Liquor License - Quicktrip #1426

MEETING DATE: 4/3/2023

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:

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

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

PURPOSE:

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Perry Charles Huellmantel for the sale of alcohol at Quicktrip #1426 located at 1550 North 107th Avenue in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Quicktrip #1426 is a new establishment that is currently under construction. The new gas station will be located at 1550 North 107th Avenue in Avondale. Issuance of a Series 10 (Beer and Wine Store) liquor license is required to allow alcohol sales on the premises. The establishment is outside of the state-mandated 300-foot separation requirement from schools.

DISCUSSION:

As required by state law and city ordinance, the application was posted for the required period of time. The Police, Fire & Medical, Development & Engineering Services and Finance Departments have reviewed the application and are recommending approval.

BUDGET IMPACT:

The liquor license application fee of \$250 has been paid in full.

RECOMMENDATION:

Staff is recommending City Council recommend approval to the Arizona Department of Liquor License and

Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Perry Charles Huellmantel for the sale of alcohol at Quicktrip #1426 located at 1550 North 107th Avenue in Avondale and authorize the City Clerk to execute the necessary documents.

Contact person for document distribution: Maria James

State of Arizona
Department of Liquor Licenses and Control

Created 02/13/2023 @ 04:05:57 PM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	QUICKTRIP #1426		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1550 N 107TH AVENUE AVONDALE , AZ 85392 USA		
Mailing Address:	[REDACTED] USA		
Phone:	[REDACTED]		
Alt. Phone:			
Email:	[REDACTED]		

AGENT

Name:	PERRY CHARLES HUELLMANTEL
Gender:	Male
Correspondence Address:	[REDACTED] USA
Phone:	[REDACTED]
Alt. Phone:	
Email:	[REDACTED]

OWNER

Name:	QUICKTRIP CORPORATION	
Contact Name:	PERRY CHARLES HUELLMANTEL	
Type:	CORPORATION	
AZ CC File Number:	[REDACTED]	State of Incorporation: OK
Incorporation Date:	05/14/1999	
Correspondence Address:	[REDACTED] USA	
Phone:	[REDACTED]	
Alt. Phone:		
Email:	[REDACTED]	

Officers / Stockholders

ENTERED

Name:
CADIEUX FAMILY HOLDINGS LLC
CHESTER EDOUARD CADIEUX III

Title:
Stockholder
CEO,Pres,Stockholder

% Interest:
45.00
10.00

QUIKTRIP CORPORATION - Stockholder

Name: CADIEUX FAMILY HOLDINGS LLC
Contact Name: PERRY CHARLES HUELLMANTEL
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address:

USA

Phone:
Alt. Phone:
Email:

QUIKTRIP CORPORATION - CEO,Pres,Stockholder

Name: CHESTER EDOUARD CADIEUX III
Gender: Male
Correspondence Address:

USA

Phone:
Alt. Phone:
Email:

CADIEUX FAMILY HOLDINGS LLC - Managing Member

Name: CHESTER EDOUARD CADIEUX II
Gender: Male
Correspondence Address:

USA

Phone:
Alt. Phone:
Email:

MANAGERS

Name: JAMES CHRISTOPHER ROBINSON
Gender: Male
Correspondence Address:

USA

Phone:
Alt. Phone:
Email: JROBINSO@QUIKTRIP.COM

Name: CHRISTOPHER MICHAEL CARLSON
Gender: Male
Correspondence Address: [REDACTED]
[REDACTED]
[REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

APPLICATION INFORMATION

Application Number: 217100
Application Type: New Application *TA*
Created Date: 11/11/2022

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
Desert Meadows School
6855 W. Meadows Loop E
Laveen Village, AZ 85339
+/- 1,300 feet
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Owner
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
\$0
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
September 2024

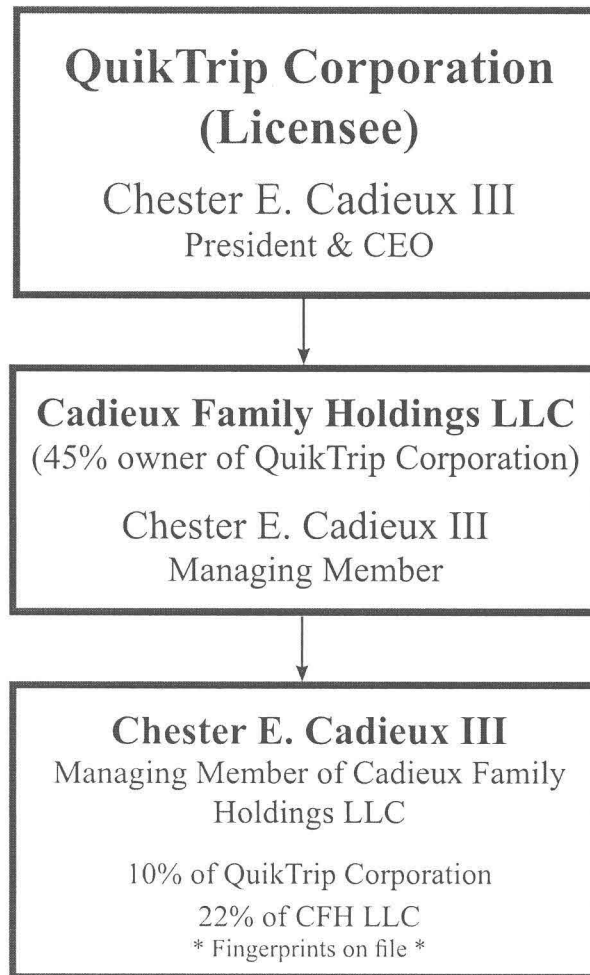
DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ORGANIZATIONAL DOCUMENTS	QT - Liquor - Ownership Breakdown for 11/14/2022 Liquor Applications.pdf	
ALIEN STATUS	PCH - Alien Status Form - Updated 2022.pdf	11/14/2022
DIAGRAM/FLOOR PLAN	Floor plan_05-1426 05 Architectural 2nd submittal 2022-09-14.pdf	11/14/2022
QUESTIONNAIRE	PCH - 1426 - Questionnaire.pdf	02/06/2023
QUESTIONNAIRE	QT - 1426 - CEC.pdf	02/06/2023
QUESTIONNAIRE	QT - 1426 - CMC Questionnaire.pdf	02/06/2023
	CMC Title 4 Basic Training.pdf	02/09/2023
	CMC Title 4 Management Training.pdf	02/09/2023

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL
Application for Liquor License

Section 6, Question #2

QUIKTRIP OWNERSHIP BREAKDOWN



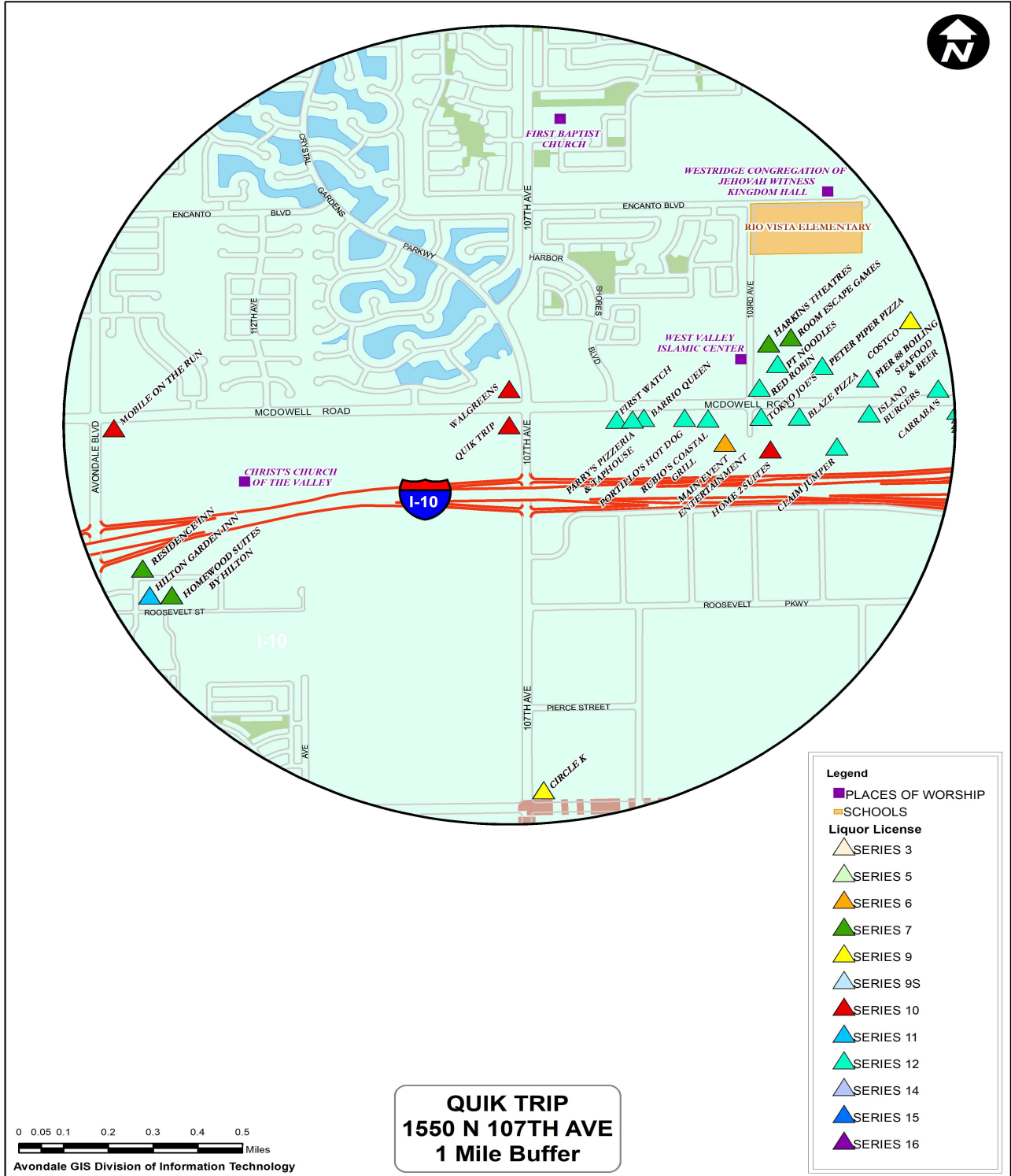
* No other person or entity has a 10% or greater interest in the liquor license

ENTERED

23 FEB 7 04P. LG M337



GIS MAP



LICENSE REVIEW FORM

Type of License	Series 10- Beer and Wine
Applicant's Name	Perry Charles Huellmantel
Business Name	Quick Trip Corporation
Business Address	1550 N 107th Ave Avondale, AZ 85392
Department Comments	
The General Plan designates the property as Freeway Commercial. The current Zoning of the subject property is Freeway Commercial District (C-3). The use of the property as a gas station with a convenience store is an approved use under conditional use permit PL-20-0073.	
☐ Police Department ☒ Development Services ☐ Fire Department ☐ Finance Department	
☒ Approved ☐ Denied	
 E-Signature Augustus Gerletti Name	Associate Planner Title Feb 23, 2023 Date

This license is scheduled for the City Council Meeting on: April 3, 2023

Please complete form by: March 20, 2023

LICENSE REVIEW FORM

Type of License	Series 10- Beer and Wine
Applicant's Name	Perry Charles Huellmantel
Business Name	Quick Trip Corporation
Business Address	1550 N 107th Ave Avondale, AZ 85392
Department Comments	
All business license requirements have been met.	
☐ Police Department	☐ Fire Department
☐ Development Services	☒ Finance Department
☒ Approved	☐ Denied
<u><i>Audrey Tijerina</i></u> Audrey Tijerina (Feb 27, 2023 13:54 MST)	Customer Service Representative
E-Signature	Title
<u>Audrey Tijerina</u>	<u>Feb 27, 2023</u>
Name	Date

This license is scheduled for the City Council Meeting on: April 3, 2023

Please complete form by: March 20, 2023

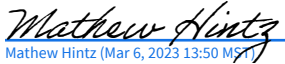
LICENSE REVIEW FORM

Type of License	Series 10- Beer and Wine
Applicant's Name	Perry Charles Huellmantel
Business Name	Quick Trip Corporation
Business Address	1550 N 107th Ave Avondale, AZ 85392
Department Comments	
All Fire Code requirements have been met.	
☐ Police Department	☒ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
<u>Jason Napier</u> Jason Napier (Feb 27, 2023 14:23 MST)	Fire Marshal
E-Signature	Title
Jason Napier	Feb 27, 2023
Name	Date

This license is scheduled for the City Council Meeting on: **April 3, 2023**

Please complete form by: **March 20, 2023**

LICENSE REVIEW FORM

Type of License	Series 10- Beer and Wine
Applicant's Name	Perry Charles Huellmantel
Business Name	Quick Trip Corporation
Business Address	1550 N 107th Ave Avondale, AZ 85392
Department Comments	
Background check completed; no concerns.	
☒ Police Department	☐ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
 Mathew Hintz (Mar 6, 2023 13:50 MST)	Police Lieutenant
E-Signature	Title
Mathew Hintz	Mar 6, 2023
Name	Date

This license is scheduled for the City Council Meeting on: **April 3, 2023**

Please complete form by: **March 20, 2023**

CITY COUNCIL REPORT

SUBJECT: Series 12 (Restaurant) Liquor License - Claim Jumper Restaurant (Change in Ownership)

MEETING DATE: 4/3/2023

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:

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

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

PURPOSE:

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Amy S. Nations for the sale of alcohol at Claim Jumper Restaurant located at 10125 West McDowell Road in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Claim Jumper is an existing establishment located at 10125 West McDowell Road in Avondale that is going through a change in ownership. Issuance of a Series 12 (Restaurant) liquor license is required to allow alcohol sales on the premises. Series 12 restaurant liquor licenses are exempt from the state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas.

DISCUSSION:

As required by state law and city ordinance, the application was posted for the required period of time. The Police, Fire & Medical, Development & Engineering Services and Finance Departments have reviewed the application and are recommending approval.

BUDGET IMPACT:

The liquor license application fee of \$250 has been paid in full.

RECOMMENDATION:

Staff is recommending City Council recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Amy S. Nations for the sale of alcohol at Claim Jumper Restaurant located at 10125 West McDowell Road in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

Contact person for document distribution: Maria James

Name:
RESTAURANT LENDING LLC
JEFFREY SCOTT MARKS

Title:
Shareholder
#232880

% Interest:
100.00

14534 AVONDALE LLC - #232880

Name: JEFFREY SCOTT MARKS
Gender: Male
Correspondence Address:

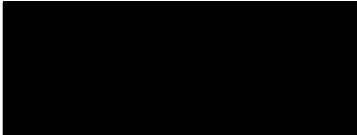


Phone:
Alt. Phone:
Email:



14534 AVONDALE LLC - Shareholder

Name: RESTAURANT LENDING LLC
Contact Name: AMY S NATIONS
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address:

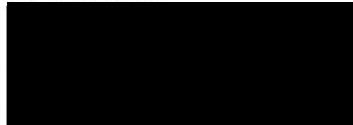


Phone:
Alt. Phone:
Email:



MANAGERS

Name: MICHAEL RICHARD KELLY
Gender: Male
Correspondence Address:



Phone:
Alt. Phone:
Email:



APPLICATION INFORMATION

Application Number: 232880
Application Type: New Application
Created Date: 02/21/2023

Chen

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
STILL OWE TERM
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 9) What type of business will this license be used for?
RESTAURANT

State of Arizona
Department of Liquor Licenses and Control

Created 02/23/2023 @ 10:32:23 AM

Local Governing Body Report

LICENSE

Number:	INP070022479	Type:	INP INTERIM PERMIT
Name:	CLAIM JUMPER RESTAURANT		
State:	Active		
Issue Date:	02/23/2023	Expiration Date:	06/08/2023
Original Issue Date:	02/23/2023		
Location:	10125 W MCDOWELL ROAD AVONDALE, AZ 85323 USA		
Mailing Address:	[REDACTED]		
Phone:	[REDACTED]		
Alt. Phone:	[REDACTED]		
Email:	[REDACTED]		

AGENT

Name:	AMY S NATIONS
Gender:	Female
Correspondence Address:	[REDACTED]
Phone:	[REDACTED]
Alt. Phone:	[REDACTED]
Email:	[REDACTED]

OWNER

Name:	14534 AVONDALE LLC		
Contact Name:	AMY S NATIONS		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23458881	State of Incorporation:	AZ
Incorporation Date:	12/23/2022		
Correspondence Address:	[REDACTED]		
Phone:	[REDACTED]		
Alt. Phone:	[REDACTED]		
Email:	[REDACTED]		

Officers / Stockholders

Name:
RESTAURANT LENDING LLC
JEFFREY SCOTT MARKS

Title:
Shareholder
#232880

% Interest:
100.00

14534 AVONDALE LLC - #232880

Name: JEFFREY SCOTT MARKS
Gender: Male
Correspondence Address:

Phone:
Alt. Phone:
Email:

14534 AVONDALE LLC - Shareholder

Name: RESTAURANT LENDING LLC
Contact Name: AMY S NATIONS
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address:

Phone:
Alt. Phone:
Email:

MANAGERS

Name: MICHAEL RICHARD KELLY
Gender: Male
Correspondence Address:

Phone:
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 232881
Application Type: New Application
Created Date: 02/21/2023

Chaya

QUESTIONS & ANSWERS

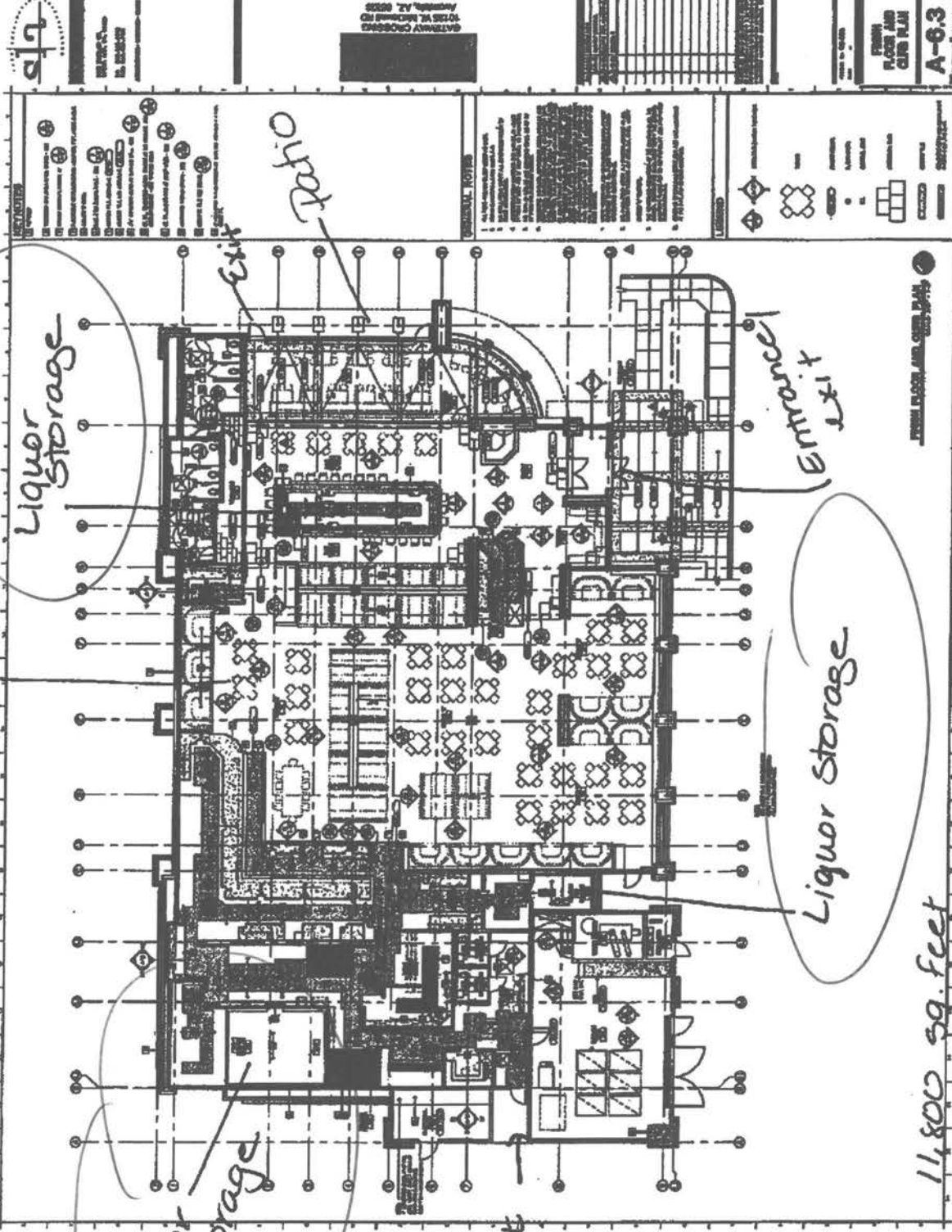
INP Interim Permit

- 1) Enter License Number currently at location
12078685
- 2) Is the license currently in use?
Yes
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
Yes
A Document of type INTERIM NOTARY PAGE is required.

23 FEB 21 Ltr. Lic. PM 4 24

10755 W. BUCKINGHAM RD
PHOENIX, AZ 85036

FRONT
FLOOR AND
CUR PLAN
A-6.3



11,800 sq. feet

23 FEB 21 11:41 AM '24



RESTAURANT/HOTEL/MOTEL OPERATION PLAN

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

1. Name of restaurant (Please print): Claim Jumper Restaurant

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	Wolf SCB-60C Charbroiler Montague C-36 Charbroiler Woodstone Pizza Oven Wolf CHSSR-4-0 Range Wolf RTG-60-C Griddle Wolf RHP-6-36 Open Burners
Oven	2 Panasonic NE-3280 Microwave Ovens 3 Alto Shaam 1000TH-11 Hold Oven 2 Montague 2115A Double Convection Ovens Southern Pride BMJ-350-I Oven
Freezer	Custom Walk-In Freezer Traulsen ALT-1-32-WUT Freezer Randell 9550 Ice Cream
Refrigerator	2 Traulsen AHT-1-32-2WUT Refrigerator Traulsen RHT 1-32DUT Reach-In Refrigerator 2 Traulsen AHT-3-32 N-FHG Custom Walk-In Cooler
Sink	13 Custom Built Hand Sinks 2 Mop Sinks 1 3 Compartment Sink
Dish Washing Facilities	Stero Low Temp SCT-76SC
Food Preparation Counter (Dimensions)	3 Stainless Steel 6' Prep Tables 3 36" Stainless Steel Prep Tables
Other	5 Pitco SG14SS Fryers Pitco CPE-14 Pasta Cooker Hobart HOB-M-AH600-4A Mixer Berkel 919-1 Slicer Olympus WS-SFR-S-1 Rotisserie

3. Attach a copy of your FULL menu with pricing **INCLUDING NON-ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

(Do not include kitchen, bar, hi-top tables, or game area.) 85 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☒ YES ☐ No

(If yes, what percentage of the public floor space does this area cover?) 15 %

6. List the **seating capacity** for:

a) Restaurant dining area of your premises: [309]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 61]

TOTAL [= 370]

7. What type of dinnerware is primarily used in your restaurant? ☒ Reusable ☐ Disposable ☐ Both

8. Does your restaurant contain any **games, televisions, or any other entertainment**? ☒ YES ☐ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

4 Televisions

9. Do you have live entertainment or dancing? ☐ YES ☒ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	25
Bartenders	4
Hostesses	2
Managers	1
Servers	25
Other (Bussers)	7
Other (Dishwashers)	8
Other ()	

I, (Print Full Name) Amy S. Nations, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: 



RECORDS REQUIRED FOR AUDIT RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with **Black Ink**

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

1. Name of restaurant (Please print): Claim Jumper Restaurant
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of **all** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

11. General Ledger

A. Sales Journals/Monthly Sales Schedules

- 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
- 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
- 3) Dated Guest Checks
- 4) Coupons/Specials/Discounts
- 5) Any other evidence to support income from food and liquor sales

B. Cash Receipts/Disbursement Journals

- 1) Daily Bank Deposit Slips
- 2) Bank Statements and canceled checks

12. Tax Records

- A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
- B. Income Tax Return - city, state and federal (copies)
- C. Any supporting books, records, schedules or documents used in preparation of tax returns

13. Payroll Records

23 FEB 21 Lir. Lic. #14124

- A. Copies of all reports required by the State and Federal Government
- B. Employee Log (A.R.S. §4-119)
- C. Employee time cards (actual document used to sign in and out each work day)
- D. Payroll records for all employees showing hours worked each week and hourly wages

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

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

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

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

A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

I, (Print Full Name) Amy S. Nations, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: 

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

CLAIM JUMPER[®]

STEAKHOUSE & BAR



*23 FEB 21 Ltr. Lic. PM 4/24

Made-from-scratch **STARTERS**



New **NASHVILLE HOT CAULIFLOWER**

New **NASHVILLE HOT CAULIFLOWER**

Crispy-fried cauliflower drizzled with Nashville hot sauce and served with ranch dressing. Available mild upon request // 11

✕ **LEMON PEPPER ZUCCHINI**

Lightly fried zucchini spears topped with lemon pepper Parmesan and served with ranch dipping sauce

-- *Snack Size Lemon Pepper Zucchini* // 7.5

-- *Share Size Lemon Pepper Zucchini* // 12



SPICY COWBOY BACON

⑥ **SPICY COWBOY BACON**

Sweet and spicy, Sriracha-maple-glazed thick bacon

-- *Snack Size Spicy Cowboy Bacon* // 8

-- *Share Size Spicy Cowboy Bacon* // 10

⑥ **LOADED POTATO SKINS**

Topped with Jack and cheddar cheese and bacon. Served with chive dip

-- *Snack Size Loaded Potato Skins* // 7.5

-- *Share Size Loaded Potato Skins* // 11.5

✕ **BONANZA PLATTER**

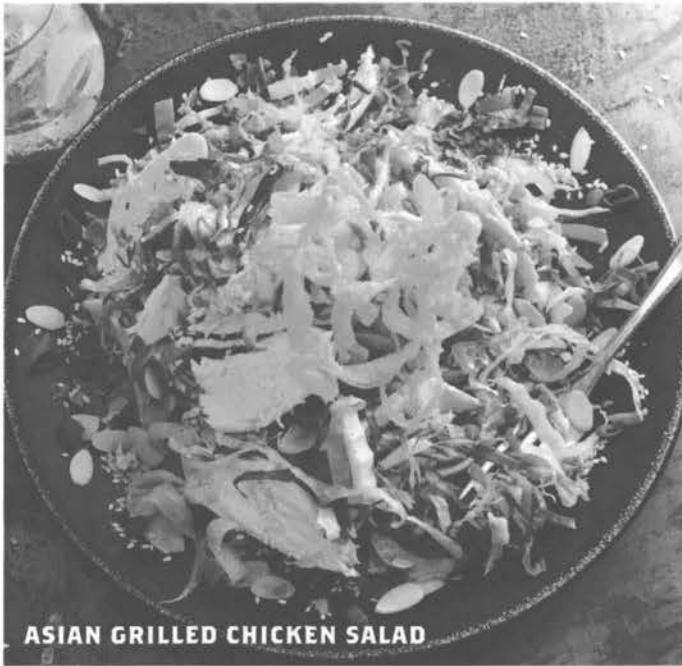
Spinach Artichoke Dip, Loaded Potato Skins, Lemon Pepper Zucchini, Mozzarella Sticks. No substitutions, please // 23



*23 FEB 21 Lgr. Lic. PM 4/24

Garden Fresh **SALADS**

SERVED WITH GARLIC CHEESE TOAST



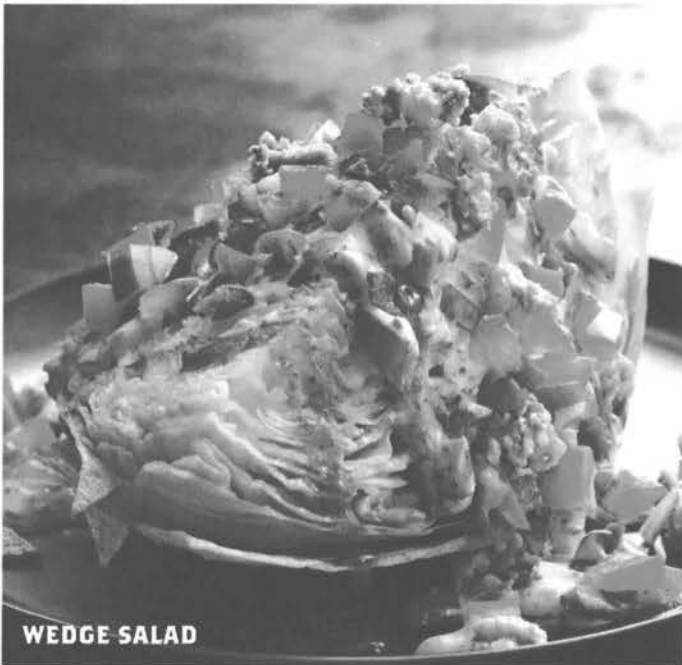
ASIAN GRILLED CHICKEN SALAD

BBQ CHICKEN SALAD

Grilled chicken with corn, black beans, carrots, tomato, green onions, cilantro and crisp corn tortilla strips. Tossed with house-made ranch dressing and sweet BBQ sauce // 17

ASIAN GRILLED CHICKEN SALAD

Grilled chicken with crunchy noodles, almonds, sesame seeds, green onions, carrots and cilantro, tossed with sweet and spicy peanut dressing // 17



WEDGE SALAD

WEDGE SALAD

Crisp wedge of iceberg drizzled with ranch and balsamic reduction topped with hickory bacon, diced tomato, red onions and bleu cheese crumbles // 12.5

CHOPPED COBB SALAD

Grilled chicken, crispy bacon, avocado, diced egg and tomatoes with bleu cheese crumbles and house-made bleu cheese dressing // 17.5

CAESAR SALAD

Crisp romaine tossed with aged Parmesan cheese, croutons and Caesar dressing // 10

-- Served with Grilled Chicken // 15

-- Served with Grilled Shrimp // 17.5

CALI CHICKEN CITRUS SALAD

Mandarin oranges, green apples, avocado, dried cranberries, red onions, glazed pecans, bleu cheese crumbles and green onions. Tossed with honey lime vinaigrette // 17.5

CLAIM JUMPER HOUSE SALAD

Crispy bacon, tomatoes, carrots, cheddar cheese, diced egg, croutons and choice of dressing // 10.5

-- Served with Grilled Chicken // 15.5

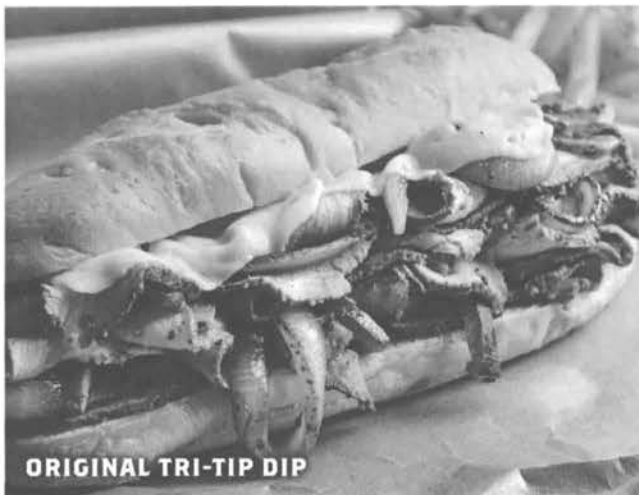
-- Served with Grilled Shrimp // 18



23 FEB 21 11:47 AM 4 24

HANDHELDS

SERVED WITH CHOICE OF ONE SIDE



ORIGINAL TRI-TIP DIP

✂ ORIGINAL TRI-TIP DIP

Slow roasted tri-tip, caramelized onions, green chiles, provolone cheese served on a hoagie roll with au jus // 18.5

New LOBSTER BLT

Lobster claw meat, smoked bacon, sliced tomatoes, shredded lettuce and mayo on grilled Parmesan sourdough // 20.5



New **LOBSTER BLT**

✂ FISH TACOS

Choice of grilled or fried white fish, chipotle sauce, fresh pico de gallo, cheese, corn tortillas and homemade salsa // 15

CALI TRI-TIP SANDWICH

Slow roasted tri-tip, provolone cheese, avocado, tomatoes, lettuce, Thousand Island dressing and chipotle aioli served on grilled Parmesan sourdough // 19.5



New **NASHVILLE HOT CHICKEN SANDWICH**

New NASHVILLE HOT CHICKEN SANDWICH

Crispy Nashville-style hot chicken breast topped with dill pickles, creamy coleslaw and chipotle aioli. Available mild upon request // 16

MEATLOAF SANDWICH

Thick slice of house-made meatloaf topped with BBQ sauce, cheddar cheese, garlic aioli, lettuce, red onions, tomatoes on grilled Parmesan sourdough // 16

CLUBHOUSE SANDWICH

Sliced turkey, ham and smoked bacon topped with provolone and cheddar cheese, fresh greens, tomatoes and garlic aioli on toasted sourdough // 16
-- Add Avocado // 3.5

AMERICAN GRILLED CHEESE

American and cheddar cheese melted on grilled Parmesan sourdough // 11.5
-- Add Tomato Slices // 1
-- Add Smoked Bacon // 3.5
-- Add Sliced Ham // 4



**ADD A GARDEN OR CAESAR SIDE
SALAD OR A CUP OF SOUP FOR \$5**

23 FEB 21 11:47 AM 4 24

*Claim
Jumper*

CLASSICS

ADD A GARDEN OR CAESAR SIDE SALAD OR CUP OF SOUP FOR \$5

✂ CHICKEN POT PIE

Our original recipe since 1977, baked fresh daily. Carrots, onions, mushrooms and peas simmered in a creamy herb sauce and baked in a house-made flaky pie crust. Served with fresh fruit // 18.5

COUNTRY FRIED STEAK

Certified Angus Beef® breaded, fried and topped with house-made country gravy. Served with mashed potatoes and roasted vegetables // 19.5

SOUTHERN FRIED CHICKEN

Crispy, hand-breaded and fried chicken breast topped with house-made country gravy. Served with mashed potatoes and roasted vegetables // 19.5

MEATLOAF AND MASHED POTATOES

Beef, pork and vegetables slow-baked with tomato sauce. Sliced thick and served with mashed potatoes, herb gravy and roasted vegetables // 18.5

FIRE-GRILLED CHICKEN

Grilled chicken breast served with mashed potatoes and roasted vegetables // 18



FISH AND CHIPS

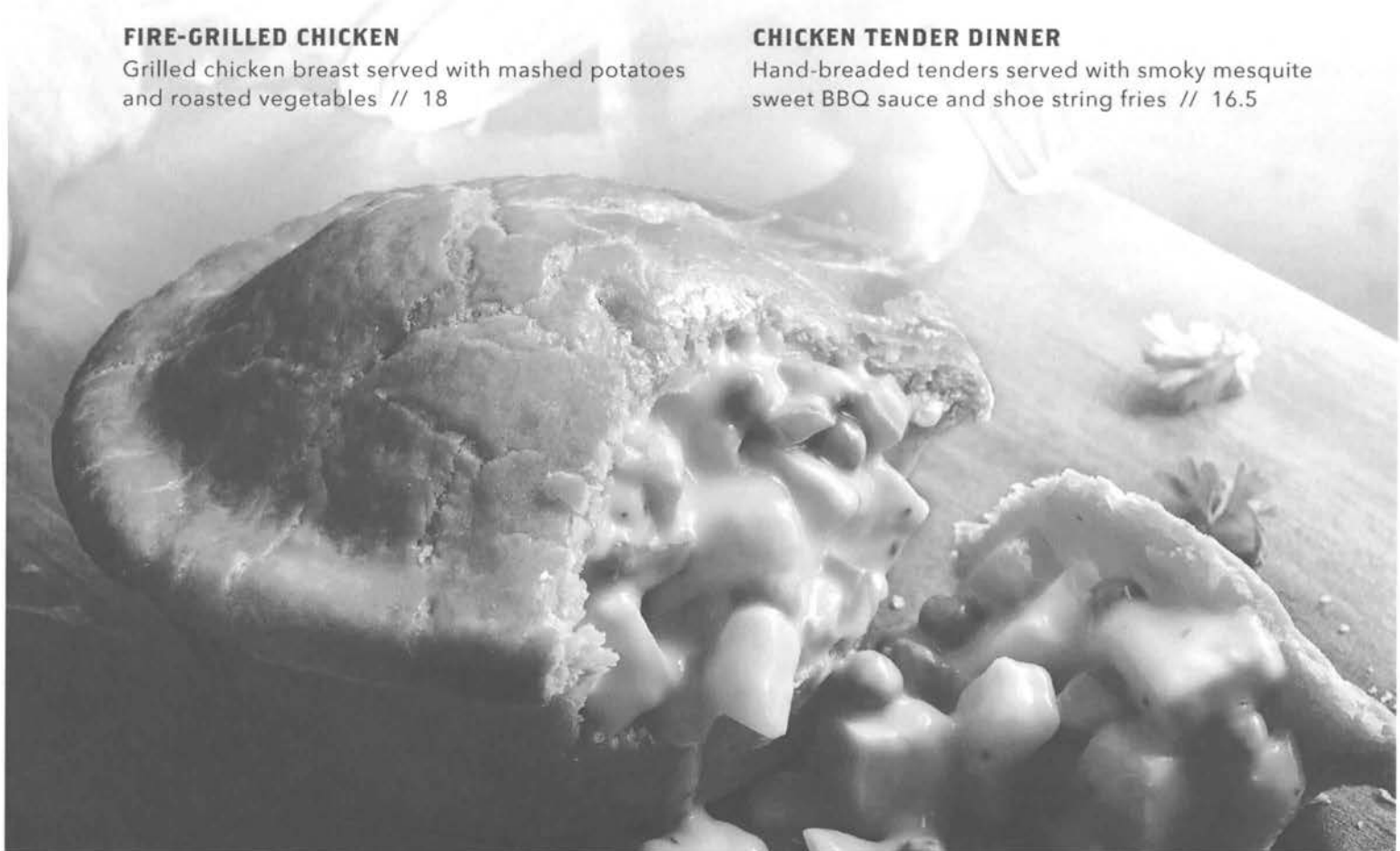


FISH AND CHIPS

Sam Adams beer-battered fish fillets served with shoe string fries, creamy coleslaw and tartar sauce // 19.5

CHICKEN TENDER DINNER

Hand-breaded tenders served with smoky mesquite sweet BBQ sauce and shoe string fries // 16.5





ROASTED TRI-TIP



FULL RACK OF BBQ BABY BACK RIBS

CJ STEAK TOPPERS

- GRILLED SHRIMP +7.5
- LOBSTER BEURRE BLANC SAUCE +10
- BLEU CHEESE ENCRUSTED +3
- CARAMELIZED ONIONS +3
- SAUTÉED MUSHROOMS +3
- SAUTÉED MUSHROOMS AND ONIONS +3

LAND & SEA ENTRÉES

SERVED WITH CHOICE OF TWO SIDES

✂ ROASTED TRI-TIP*

Slow-roasted and sliced, served Medium Rare to Medium // 23

TOP SIRLOIN*

7 oz Certified Angus Beef®, full-flavored and served with a Parmesan onion ring // 24

⑥ RIBEYE STEAK*

12 oz USDA Choice, well marbled for peak flavor and delicious juiciness // 40

✂ BBQ BABY BACK PORK RIBS

Tender ribs basted with our smoky mesquite BBQ sauce

-- Full Rack of BBQ Ribs // 34

-- Half Rack of BBQ Ribs // 26

We are now proudly serving
**USDA CERTIFIED
PRIME STEAKS**

CHECK OUT OUR PRIME STEAKHOUSE
MENU FOR OUR FULL SELECTION
OF STEAK AND SEAFOOD ENTRÉES



Made-from-scratch DESSERTS

✕ CHOCOLATE MOTHERLODE CAKE

Six decadent layers of chocolate cake and rich fudge icing, topped with walnuts. Featured on the Food Network as one of America's "Top 5 Most Decadent Desserts" // 13.5

CARAMEL PECAN BUTTER CAKE

Candied pecans, caramel sauce, cream cheese butter cake and vanilla ice cream // 9.5

CARROT CAKE

Three layers of subtly spiced carrot cake covered with cream cheese frosting // 9.5

✕ BERRY BUTTER CAKE

Warmed cream cheese butter cake, vanilla ice cream, strawberry sauce and fresh berries // 9.5

STRAWBERRY CREAM CHEESE PIE

Philadelphia Cream Cheese filling set in our shortbread crust and topped with fresh strawberries // 9.5

RASPBERRY WHITE CHOCOLATE CREAM CHEESE PIE

Philadelphia Cream Cheese filling set in our shortbread crust and topped with white chocolate and fresh raspberries // 9.5

ORIGINAL CREAM CHEESE PIE

Philadelphia Cream Cheese filling set in our shortbread crust // 8.5



CARAMEL PECAN BUTTER CAKE



STRAWBERRY CREAM CHEESE PIE



BOTTOMLESS BEVERAGES

2/15/23, 12:36 PM

BARQ'S ROOT BEER



1

DIET COKE



1

DR PEPPER



1

ICED TEA



1

COKE



1

SPRITE



1

LEMONADE



2

TROPICAL TEA

LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Amy S. Nations
Business Name	Claim Jumper Restaurant
Business Address	10125 W McDowell Road, Avondale AZ 85323
Department Comments	
The General Plan designates the property as Freeway Commercial. The current zoning for the property is Planned Area Development (PAD) known as Gateway Crossing. The use of a restaurant is consistent with Gateway Crossing PAD Development Plan.	
☐ Police Department	☐ Fire Department
☒ Development Services	☐ Finance Department
☒ Approved	☐ Denied
 _____ E-Signature	Associate Planner _____ Title
Augustus Gerletti _____ Name	Mar 1, 2023 _____ Date

This license is scheduled for the City Council Meeting on: 04/03/2023

Please complete form by: As soon as possible

LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Amy S. Nations
Business Name	Claim Jumper Restaurant
Business Address	10125 W McDowell Road, Avondale AZ 85323
Department Comments	
All business license requirements have been met.	
☐ Police Department	☐ Fire Department
☐ Development Services	☒ Finance Department
☒ Approved	☐ Denied
<u>Audrey Tijerina</u> Audrey Tijerina (Mar 2, 2023 07:17 MST)	Customer Service Representative
E-Signature	Title
<u>Audrey Tijerina</u>	<u>Mar 2, 2023</u>
Name	Date

This license is scheduled for the City Council Meeting on: 04/03/2023

Please complete form by: As soon as possible

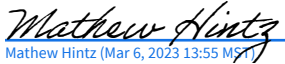
LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Amy S. Nations
Business Name	Claim Jumper Restaurant
Business Address	10125 W McDowell Road, Avondale AZ 85323
Department Comments	
All Fire Code requirements have been met.	
☐ Police Department	☒ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
<u>Jason Napier</u> Jason Napier (Mar 2, 2023 07:47 MST) E-Signature	Fire Marshal Title
Jason Napier Name	Mar 2, 2023 Date

This license is scheduled for the City Council Meeting on: 04/03/2023

Please complete form by: As soon as possible

LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Amy S. Nations
Business Name	Claim Jumper Restaurant
Business Address	10125 W McDowell Road, Avondale AZ 85323
Department Comments	
Background check completed; no concerns.	
☒ Police Department	☐ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
 Mathew Hintz (Mar 6, 2023 13:55 MST)	Police Lieutenant
E-Signature	Title
Mathew Hintz	Mar 6, 2023
Name	Date

This license is scheduled for the City Council Meeting on: 04/03/2023

Please complete form by: As soon as possible

CITY COUNCIL REPORT

SUBJECT: Ordinance 2021-0423 - City Code Amendment Chapter 13, Article VIII, Section 13-167, Relating to Peddlers, Solicitors and Canvassers

MEETING DATE: 4/3/2023

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:

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

PURPOSE:

City Council will consider a request to adopt Ordinance 2021-0423, amending the Avondale City Code Chapter 13, Article VIII, Section 13-167, requiring a background check be conducted for each applicant of a Peddlers, Solicitors and Canvassers Permit, removing the current requirement for a full background check conducted by the Department of Public Safety and replacing it with an in-house check, and authorizing the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On November 18, 1957, the Avondale City Council adopted Ordinance 91, regulating and licensing peddlers. The City Clerk's Office issues, on average, six (6) peddler permits each year. With the current process, each applicant is required to submit a full set of fingerprints for the purpose of obtaining a records check by the State of Arizona - Department of Public Safety. On average, the Department of Public Safety will take three (3) weeks to complete a full background check on an applicant, which adds a significant delay in the issuance process.

DISCUSSION:

The proposed change removes the requirement of the applicant to submit a full set of fingerprints to the Department of Public Safety. Instead, a background check will be completed in-house by the Avondale Police Department and/or the Office of Public Safety to mirror the same review process as a business license and liquor license application. The fee of \$25 per applicant will remain the same.

This proposed change is anticipated to expedite the permit process, allowing businesses the ability to lawfully solicit their services within the City. Due to the delay in the background process, many peddlers may lose their

window of opportunity to do business within the City of Avondale. For example, it is not uncommon for businesses to go door-to-door after a large monsoon or winter storms that may cause damage to homes or vehicles. With our current process, the applicant is required to wait until the Arizona Department of Public Safety completes their background check to conduct business. By the time the background check is complete, the permit may not be needed anymore.

The proposed change does not modify any other aspect to the City Code other than bringing the background check process in-house.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance amending the Avondale City Code Chapter 13, Article VIII, Section 13-167, requiring a local background check be conducted on each applicant of a Peddlers, Solicitors and Canvassers Permit, and removing the background check conducted by Department of Public Safety.

Contact person for document distribution: Marcella Carrillo, Dale Nannenga, Nicholle Harris

ORDINANCE NO. 2021-0423

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 13 (LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS), ARTICLE VIII (PEDDLERS, SOLICITORS AND CANVASSERS), DIVISION 2 (PERMITTING), SECTION 13-167 (APPLICATION PROCEDURE) RELATING TO BACKGROUND CHECKS.

SECTION 1. The Avondale City Code, Chapter 13 (Licenses, Taxation and Miscellaneous Business Regulations), Article VIII (Peddlers, Solicitors and Canvassers), Division 2 (Permitting), Section 13-167 (Application procedure) is hereby amended to read as follows:

13-167 Application procedure.

...

(d) BACKGROUND CHECK. ~~Fingerprints.~~ Each individual applicant, and every officer, director, general partner, managing member and other person with authority to participate directly and regularly in the management of the applicant's business, employee and agent of an applicant who will be conducting the permitted activity, shall UNDERGO A BACKGROUND CHECK CONDUCTED BY THE AVONDALE OFFICE OF PUBLIC SAFETY. ~~submit a full set of fingerprints to the police department for the purpose of obtaining a state and federal criminal records check by the department of public safety pursuant to A.R.S. § 41-1750 and Public Law (PL) 92-544, as amended. The department of public safety is authorized to exchange this fingerprint data with the Federal Bureau of Investigation. An applicant for a permit issued under this chapter shall pay an amount necessary to cover the costs of the background check. of federal fingerprint processing or federal criminal history record information checks. The specific amount of such additional fee shall be set by administrative order based upon information received from the department of public safety as to the costs of fingerprint processing and record information checks. The fees collected pursuant to this subsection shall be transmitted to the department of public safety as required by A.R.S. § 41-1750, as amended. No fingerprinting fee paid pursuant to this subsection shall be returned to an applicant if the permit application is withdrawn or denied.~~

...

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, April 3, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

SUBJECT: Ordinance 2022-0423 - Amending the Avondale City Code, Chapter 26, Development Fees

MEETING DATE: 4/3/2023

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

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

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.
 - Development impact fees allow the city to build quality infrastructure and improve connectivity to city amenities as the city grows.
-

PURPOSE:

City Council will consider a request to adopt Ordinance 2022-0423, amending the Avondale City Code, Chapter 26 (Development Fees) to clarify the process for appealing development fee assessments and for pursuing a special fee determination and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Avondale City Code, Chapter 26 (Development Fees) sets forth standards and procedures for creating, assessing, and administering development impact fees. The city charges development impact fees to new development to offset the cost of new, necessary public infrastructure. Pursuit to ARS 9-463.05, development impact fees must be proportionate to the cost of necessary public services needed to serve the development.

DISCUSSION:

The appeals process for development impact fees and request for special fee determination allow new development a process to appeal development fees if the new development does not believe the fees are proportional to the impact the new development will have on city infrastructure. The proposed revisions also include a number of technical edits for clarity.

BUDGET IMPACT:

The ordinance clarifies certain processes in the administration of the city's development impact fee program and will not have a budget impact.

RECOMMENDATION:

City Council will consider a request to approve an Ordinance and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

Contact person for document distribution: Nicholle Harris, Stephen Kemp

ORDINANCE NO. 2022-0423

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 26, DEVELOPMENT FEES.

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

SECTION 1. The Avondale City Code, Chapter 26 (Development Fees), Section 26-1 (Legislative intent and purpose.) is hereby amended as follows:

26-1 – Legislative intent and purpose.

...

(b) Setting forth standards and procedures for creating and assessing development impact fees consistent with the requirements of Arizona Revised Statutes ("A.R.S.") § 9-463.05, as amended, ~~including requirements pursuant to A.R.S. § 9-463.05, Subsection K that, on or before August 1, 2014, the city replace its development impact fees that were adopted prior to January 1, 2012, with development impact fees adopted pursuant to the requirements of A.R.S. § 9-463.05, as amended by the state legislature in SB 1525, Fiftieth Legislature, First Regular Session.~~

~~(e) Providing for the temporary continuation of certain development impact fees adopted prior to January 1, 2012, until otherwise replaced pursuant to this chapter, or longer where such development impact fees were pledged to support financing or debt for a grandfathered facility as permitted by A.R.S. § 9-463.05, Subsections K, R, and S.~~

(dC) Setting forth procedures for administering the development impact fee program, including offsets, credits, and refunds of development impact fees. All development impact fee assessments, offsets, credits, or refunds must be administered in accordance with the provisions of this chapter.

This chapter shall not affect the city's zoning authority or its authority to adopt or amend its general plan. ~~; provided that planning and zoning activities by the city may require amendments to development impact fees as provided in [section 26-6](#) of this chapter.~~

SECTION 2. The Avondale City Code, Chapter 26 (Development Fees), Section 26.2 (Definitions.) is hereby amended as follows:

26-2 – Definitions.

...

"Category of necessary public service:" A class of necessary public services for which the city is authorized to assess development impact fees., ~~as further defined in subsection [26-7\(a\)\(1\)](#) below.~~

"Category of development:" A specific class of residential, commercial, or industrial development against which a development impact fee is calculated and assessed. ~~The city assesses development impact fees against commercial, residential, and industrial categories.~~

...

"Commercial land use:" A use allowed within the zones designated by the city's zoning ordinance as commercial zoning districts and those portions of employment zoning districts, planned area development zoning districts, MIXED USE DISTRICTS and special zoning districts as determined by the city's zoning administrator.

...

~~"Excluded library facility:" Library facilities for which development impact fees may not be charged pursuant to A.R.S. § 9-463.05, including that portion of any library facility that exceeds ten thousand (10,000) square feet, and equipment, vehicles or appurtenances associated with library operations.~~

"General plan:" Refers to the overall land-use plan for the city establishing areas of the city for different purposes, zones and activities adopted pursuant to City Resolution 1027-0522, and ratified by the Avondale voters. ~~August 28, 2012, as amended, and including the City Center Specific Plan adopted pursuant to City Resolution 2759-808, the North Avondale Specific Plan adopted pursuant to Resolution 3107-513 and the Freeway Corridor Specific Plan adopted pursuant to Resolution 3137-913.~~

~~"Grandfathered facilities:" Capital facilities provided through financing or debt incurred before June 1, 2011 for which a development impact fee has been pledged towards repayment as described in [section 26-4\(c\)](#) of this chapter.~~

...

SECTION 3. The Avondale City Code, Chapter 26 (Development Fees), Section 26-3 (Applicability.) is hereby amended as follows:

26-3 – Applicability.

~~(a) Except as otherwise provided herein, from and after August 1, 2014, this chapter shall apply to all new development within any service area.~~

(b A) The provisions of this chapter shall apply to all of the territory within the corporate limits of the city and within the portions of the city's water and wastewater service areas extending outside the corporate limits.

(e B) The city manager or his/her designee is authorized to make determinations regarding the application, administration and enforcement of the provisions of this chapter.

SECTION 4. The Avondale City Code, Chapter 26 (Development Fees), Section 26-4 (Authority for development impact fees.) is hereby amended as follows:

26-4 – Authority for development impact fees.

(a) Fee report and implementation. The city may assess and collect a development impact fee for costs of necessary public services, including all professional services required for the preparation or revision of LAND USE ASSUMPTIONS, an infrastructure improvements plan, fee report, development impact fee, and required reports or audits conducted pursuant to this chapter. Development impact fees shall be subject to the following requirements:

(1) The city shall develop and adopt a fee report that analyzes and defines the development impact fees to be charged in each service area for each capital facility category, based on the ADOPTED LAND USE ASSUMPTIONS AND infrastructure improvements plan, pursuant to subsection 26-7(a)(12) below

...

(6) Projected interest charges and financing costs can only be included in development impact fees to the extent they represent principal and/or interest on the portion of any financing or debt used to finance the construction or expansion of a capital facility identified in the PREVIOUS OR CURRENT infrastructure improvements plan.

(7) All development impact fees charged by the city must be included in a "fee schedule" prepared pursuant to this chapter and included in the fee report. ~~which fee schedule may be adopted by the city council by resolution or as part of the city's annual budget.~~

...

...

(c) Carry-over of previously-established development impact fees and grandfathered facilities. Notwithstanding the requirements of this chapter, certain development impact fees adopted by the city prior to the effective date of this chapter shall continue in effect as follows:

(1) ~~Until August 1, 2014, or~~ ON the date a new development impact fee is effective for the applicable category of necessary public services in a service area pursuant to this chapter, whichever occurs first, development impact fees established prior to January 1, 2012, shall continue in full force and effect to the extent that the development impact fee is used to provide a category of necessary public services that is authorized by section 26-7 of this chapter. Development impact fees collected prior to

January 1, 2012, shall be expended on capital facilities within the same category of necessary public services for which they were collected.

(2) The city may continue to collect and use any development impact fee established before January 1, 2012, even if the development impact fee would not otherwise be permitted to be collected and spent pursuant to A.R.S. § 9-463.05, ~~as amended by the state legislature in SB 1525, Fiftieth Legislature, First Regular Session,~~ if either of the following apply:

...

SECTION 5. The Avondale City Code, Chapter 26 (Development Fees), Section 26-5 (Administration of development impact fees.) is hereby amended as follows:

26-5 – Administration of development impact fees.

(a) Separate funds. Development impact fees collected pursuant to this chapter shall be placed in separate funds (for each capital facility category within each service area). ~~within the city's interest bearing account.~~

...

(c) Time limit. Development impact fees collected ~~after July 31, 2014,~~ shall be used within ten years of the date upon which they were collected for all categories of necessary public services except for water and wastewater facilities. For water facilities or wastewater facilities collected ~~after July 31, 2014,~~ development impact fees must be used within fifteen (15) years of the date upon which they were collected.

SECTION 6. The Avondale City Code, Chapter 26 (Development Fees), Section 26-6 (Land use assumptions.) is hereby amended as follows:

26-6 – Land use assumptions.

~~The infrastructure improvements plan shall be consistent with the city's current land use assumptions for each service area and each category of necessary public services as adopted by the city pursuant to A.R.S. § 9-463.05~~

(a) Reviewing the land use assumptions. Prior to the adoption or amendment of an infrastructure improvements plan, the city shall review and evaluate the land use assumptions on which the infrastructure improvements plan is to be based. ~~to ensure that the land use assumptions within each service area are consistent with the general plan.~~

...

SECTION 7. The Avondale City Code, Chapter 26 (Development Fees), Section 26-7 (Infrastructure improvement plan.) is hereby amended as follows:

26-7 – Infrastructure improvement plan.

(a) Infrastructure improvements plan contents. The infrastructure improvements plan shall be developed by qualified professionals. ~~and may be based upon or incorporated within the city's capital improvements plan.~~ The infrastructure improvements plan shall:

...

(13) Calculate required offsets as follows:

...

(e) ~~Beginning August 1, 2014, for purposes of calculating the required offset,~~ if the city imposes a construction, contracting, or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate that is imposed on the majority of other transaction privilege tax classifications in the city, the entire excess portion of the construction, contracting, or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to new development unless the excess portion is already taken into account for such purpose pursuant to this section

...

(b) Multiple plans. An infrastructure improvements plan adopted pursuant to this subsection may address one or more of the city's categories of necessary public services in any or all of the city's service areas. ~~Each capital facility shall be subject to no more than one infrastructure improvements plan at any given time.~~

(c) Reserved capacity. The city may reserve capacity ~~in an infrastructure improvements plan~~ to serve one or more planned future developments, including capacity reserved through a development agreement pursuant to [section 26-12](#) of this chapter. All reservations of existing capacity must be disclosed in the infrastructure improvements plan at the time it is adopted.

...

SECTION 8. The Avondale City Code, Chapter 26 (Development Fees), Section 26-10 (Collection of development impact fees.) is hereby amended as follows:

26-10 – Collection of development impact fees.

...

(d) ~~Option to pursue special fee determination. Where a development is of a type that does not closely fit within a particular category of development appearing on an adopted development impact fee schedule, or where a development has unique characteristics such that~~

~~the actual burdens and costs associated with providing necessary public services to that development will differ substantially from that associated with other developments in a specified category of development, the city may require the applicant to provide the city manager or authorized designee with an alternative development impact fee analysis. Based on a projection of the actual burdens and costs that will be associated with the development, the alternative development impact fee analysis may propose a unique fee for the development based on the application of an appropriate service unit factor, or may propose that the development be covered under the development impact fee schedule governing a different and more analogous category of development. The city manager or authorized designee shall review the alternative impact fee analysis and shall make a determination as to the development impact fee to be charged. Such decision shall be appealable pursuant to section 26-13 of this chapter. The city manager or authorized designee may require the applicant to pay an administrative fee to cover the actual costs of reviewing the special fee determination application.~~

SECTION 9. The Avondale City Code, Chapter 26 (Development Fees), Section 26-11 (Development impact fees credits and credit agreements.) is hereby amended as follows:

26-11 –Development impact fees credits and credit agreements.

(a) Eligibility of capital facility. All development impact fee credits must meet the following requirements:

(1) One of the following is true:

- a. The capital facility, or the financial contribution toward a capital facility that will be provided by the developer and for which a credit will be issued, ~~must~~ SHALL be identified in ~~an adopted~~ THE infrastructure improvements plan and fee report IN EFFECT AND IDENTIFYING A PROJECT as a capital facility for which a development impact fee was assessed; or
- b. The applicant must demonstrate to the satisfaction of the city that, given the class and type of improvement, the subject capital facility ~~should~~ WOULD HAVE BEEN ELIGIBLE TO have been included in the infrastructure improvements plan in lieu of a different capital facility that was included in the infrastructure improvements plan and for which a development impact fee was assessed. If the subject capital facility is determined to be eligible for a credit in this manner, the city shall amend the infrastructure improvements plan to (i) include the subject replacement facility and (ii) delete the capital facility that will be replaced.

...

...

(d) Credit allocation. Before any credit can be issued to a subject development (or portion thereof), the credit must be allocated to that development as follows:

...

(3) If a building permit is issued or a water/sewer connection is purchased, and a development impact fee is paid prior to execution of a credit agreement for the subject development, ~~no credits may be allocated retroactively to that permit or connection.~~ Credits may be allocated to any remaining permits for the subject development in accordance with this chapter.

...

...

(f) Credit issuance. Credits allocated pursuant to subsection 26-11(d) above may be issued and applied toward the gross impact fees due from a development, subject to the following conditions:

...

(5) Notwithstanding the other provisions of this [section 26-11](#), credits issued prior to January 1, 2012, may only be used for the subject development for which they were issued. Such credits may be ~~transferred~~ ASSIGNED to a new owner of all or part of the subject development in ~~proportion to the percentage of ownership in the subject development to be held by the new owner.~~ ACCORDANCE WITH A WRITTEN ASSIGNMENT AGREEMENT PROVIDED TO THE CITY.

SECTION 10. The Avondale City Code, Chapter 26 (Development Fees), Section 26-12 (Development agreements.) is hereby amended as follows

26-12 – Development Agreements.

Development agreements containing provisions regarding development impact fees, development impact fee credits, and/or disbursement of revenues from development impact fee accounts shall comply with the following:

...

(c) Early credit issuance. A development agreement may authorize credit issuance prior to acceptance of an eligible capital facility by the city when the development agreement specifically ~~states the form and value of the security (i.e. bond, letter of credit, etc.)~~ PROVIDES FOR SECURITY TO be provided to the city prior to credit issuance. The city manager shall determine the acceptable form and value of the security to be provided.

...

(g) Deferral of fees. A development agreement may provide for the deferral of payment of development impact fees for a single-family residential development beyond the issuance of a building permit; ~~provided that a development impact fee may not be paid later than fifteen (15) days after the issuance of the certificate of occupancy for that dwelling unit.~~ The development agreement shall provide for the value of any deferred development impact fees to be supported by appropriate security, including a surety bond, letter of credit, or cash bond.

...

SECTION 11. The Avondale City Code, Chapter 26 (Development Fees), Section 26-13 (Appeals.) is hereby amended as follows

26-13 – Appeals AND REQUEST FOR SPECIAL FEE DETERMINATION.

~~A development impact fee determination by city staff may be appealed in accordance with the following procedures:~~

~~(a) — Limited scope. An appeal shall be limited to disputes regarding the calculation of the development impact fees for a specific development and/or permit and calculation of service units for the development~~

(A) OPTION TO PURSUE SPECIAL FEE DETERMINATION. WHERE A DEVELOPMENT IS OF A TYPE THAT DOES NOT CLOSELY FIT WITHIN A PARTICULAR CATEGORY OF DEVELOPMENT APPEARING ON AN ADOPTED DEVELOPMENT IMPACT FEE SCHEDULE, OR WHERE A DEVELOPMENT HAS UNIQUE CHARACTERISTICS SUCH THAT THE ACTUAL BURDENS AND COSTS ASSOCIATED WITH PROVIDING NECESSARY PUBLIC SERVICES TO THAT DEVELOPMENT WILL DIFFER SUBSTANTIALLY FROM THAT ASSOCIATED WITH OTHER DEVELOPMENTS IN A SPECIFIED CATEGORY OF DEVELOPMENT, THE APPLICANT MAY REQUEST OR IN THE ALTERNATIVE THE CITY MAY REQUIRE THE APPLICANT TO PROVIDE THE CITY MANAGER OR AUTHORIZED DESIGNEE WITH AN ALTERNATIVE DEVELOPMENT IMPACT FEE ANALYSIS. BASED ON A PROJECTION OF THE ACTUAL BURDENS AND COSTS THAT WILL BE ASSOCIATED WITH THE DEVELOPMENT, THE ALTERNATIVE DEVELOPMENT IMPACT FEE ANALYSIS MAY PROPOSE A UNIQUE FEE FOR THE DEVELOPMENT BASED ON THE APPLICATION OF AN APPROPRIATE SERVICE UNIT FACTOR, OR MAY PROPOSE THAT THE DEVELOPMENT BE COVERED UNDER THE DEVELOPMENT IMPACT FEE SCHEDULE GOVERNING A DIFFERENT AND MORE ANALOGOUS CATEGORY OF DEVELOPMENT. THE CITY MANAGER OR AUTHORIZED DESIGNEE SHALL REVIEW THE ALTERNATIVE IMPACT FEE ANALYSIS AND SHALL MAKE A DETERMINATION AS TO THE DEVELOPMENT IMPACT FEE TO BE CHARGED. ONLY IN THE CASE OF A REQUIREMENT BY THE CITY MAY THE DECISION BE APPEALABLE PURSUANT TO THIS SECTION. THE CITY MANAGER OR AUTHORIZED DESIGNEE MAY REQUIRE THE APPLICANT TO PAY AN ADMINISTRATIVE FEE TO COVER THE ACTUAL COSTS OF REVIEWING THE SPECIAL FEE DETERMINATION APPLICATION.

(B) A DEVELOPMENT IMPACT FEE DETERMINATION BY CITY STAFF MAY BE APPEALED IN ACCORDANCE WITH THE FOLLOWING PROCEDURES:

~~(a)~~(1) LIMITED SCOPE. AN APPEAL SHALL BE LIMITED TO DISPUTES REGARDING THE CALCULATION OF THE DEVELOPMENT IMPACT FEES FOR A SPECIFIC DEVELOPMENT AND/OR PERMIT AND CALCULATION OF SERVICE UNITS FOR THE DEVELOPMENT.

~~(b)~~(2) Form of appeal. An appeal shall be initiated in such written form as the city may prescribe and ~~submitted to the city manager or authorized designee~~ SHALL INCLUDE AN ALTERNATE DEVELOPMENT IMPACT FEE ANALYSIS PREPARED BY A PROFESSIONAL BASED ON A PROJECTION OF THE ACTUAL BURDENS AND COSTS THAT WILL BE ASSOCIATED WITH THE DEVELOPMENT AND INCLUDE A PROPOSED FEE.

(3) THE APPEAL SHALL BE SUBMITTED TO THE CITY MANAGER OR AUTHORIZED DESIGNEE.

~~(e)~~(4) Timing of appeal to manager. The applicant may appeal the calculation to the city manager or authorized designee within thirty (30) calendar days of the calculation.

(5) AFTER RECEIPT OF THE APPEAL, CITY STAFF SHALL PROVIDE A WRITTEN RESPONSE TO THE APPEAL TO THE APPLICANT AND THE CITY MANAGER.

~~(d)~~(6) Action by manager. The city manager or authorized designee MAY HOLD A REVIEW WITH THE APPLICANT AND STAFF TO COLLECT ADDITIONAL INFORMATION AND shall act upon the appeal within ~~fourteen (14)~~ THIRTY (30) calendar days of receipt of the appeal, and the applicant shall be notified of the city manager or authorized designee's decision in writing.

~~(e)~~(C) Final decision. The city manager or authorized designee's decision regarding the appeal is final.

~~(f)~~(D) Fees during pendency. Building permits may be issued during the pendency of an appeal if the applicant (1) pays UNDER PROTEST THE full impact fee calculated by the city at the time the appeal is filed or (2) provides the city with financial assurances in the form acceptable to the city manager ~~equal to the full amount of the impact fee~~ IN AN AMOUNT SUFFICIENT TO SECURE PAYMENT OF THE FINAL IMPACT FEE. Upon final disposition of an appeal, the fee shall be adjusted in accordance with the decision rendered, and a refund paid if warranted. If the appeal is denied by the city manager or authorized designee, and the applicant has provided the city with financial assurances as set forth in clause (2) in this paragraph, the applicant shall deliver the full amount of the impact fee to the city within ten (10) days of the city manager or designee's final decision on the appeal. If the applicant fails to deliver the full amount of the impact fees when required by this subsection, the city may draw upon such financial assurance instrument(s) as necessary to recover the full amount of the impact fees due from the applicant.

...

SECTION 12. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 13. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale,
Arizona, April 3, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

SUBJECT: Final Plat - Avalon McDowell, a Re-Plat of Lot 1 of BioLife Avondale - Application PL-21-0402

MEETING DATE: 4/3/2023

TO: Mayor and Council

FROM: Jodie Novak, Director of Development Services

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

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

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Creative and Sustainable Community Development

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

PURPOSE:

City Council will consider a request by Lucien Asmar of Sustainability Engineering Group, LLC, on behalf of the property owner, Avalon McDowell, LLC, for approval of "Final Plat - Avalon McDowell", a Re-Plat of Lot 1 of BioLife Avondale, to divide Lot 1 into two new lots, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The subject property is located at the northeast corner of McDowell Road and 107th Avenue (Exhibit A). The property was annexed into the City in March 1985 and is part of the Harbor Shores Planned Area Development (PAD) (Exhibit B). The Harbor Shores PAD occupies approximately 109 acres within an area bounded by Encanto Boulevard to the north, McDowell Road to the south, 103rd Avenue to the east, and 107th Avenue to the west. Most of the Harbor Shores PAD is developed with single-family residences. There is also an apartment complex, Nirvana at Harbor Shores, which is under construction, and there are a few commercial parcels zoned PAD to allow Community Commercial (C-2) uses, which include the vacant subject property, BioLife, and Copper Springs.

The subject property is located within the Local Commercial designation of the General Plan 2030 Land Use Map (Exhibit C). The Local Commercial designation is intended to fulfill the daily needs of residents in the surrounding area for a variety of goods and services. Grocery stores and other retail uses, restaurants, gas stations, and office and medical uses are examples of uses appropriate for the Local Commercial designation.

The existing uses and zoning of surrounding properties include:

NORTH: A 2.47-acre property zoned Harbor Shores PAD, located within the Local Commercial designation of the General Plan, and developed with the BioLife plasma center. Just beyond that lot is a 7-acre property zoned Nirvana at Harbor Shores PAD, located within the High Density Residential designation of the General Plan, and under development with a 185-unit multi-family residential project.

EAST: A 6.02-acre property zoned Harbor Shores PAD, located within the Local Commercial designation of the General Plan, and developed with a rehabilitation center.

SOUTH of McDowell Road: A 17.79-acre property zoned Park 10 PAD and located within the Freeway Commercial designation of the General Plan; currently vacant.

WEST of 107th Avenue: A 2.02-acre property zoned Crystal Gardens PAD, located within the Local Commercial designation of the General Plan, and developed with a retail store with a pharmacy. Just beyond is a 3.94-acre property zoned Crystal Gardens PAD, located within the Office designation of the General Plan, and developed with a professional office complex.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Re-Plat (Exhibit D) to divide an existing 2.46-acre lot (currently platted as Lot 1) into two new platted lots (Lot A at 1.29 acres and Lot B at 1.17 acres) to accommodate two separate commercial developments. Each development will be on its own lot. Lot A is planned to be a drive-through restaurant (Whataburger) and Lot B is planned to be a drive-through coffee shop (The Coffee Bean & Tea Leaf). Access to the site will be via a right-in driveway on 107th Avenue and a right-in, right-out driveway on McDowell Road. The Re-Plat includes 294 square feet of right-of-way dedication in the area of the driveway on 107th Avenue.

PUBLIC PARTICIPATION:

Public notification is not required for Re-Plat applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Re-Plat applications.

ANALYSIS:

The proposed Re-Plat has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.

The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.

DISCUSSION:

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

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** Application PL-21-0402 subject to the following condition of approval:

1. The recorded plat shall be in conformance with the Re-Plat submitted electronically on February 17, 2023, and provided in Exhibit D.

Contact person for document distribution: Ann Dolmage



Aerial Map

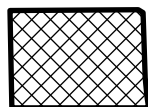


Subject Property



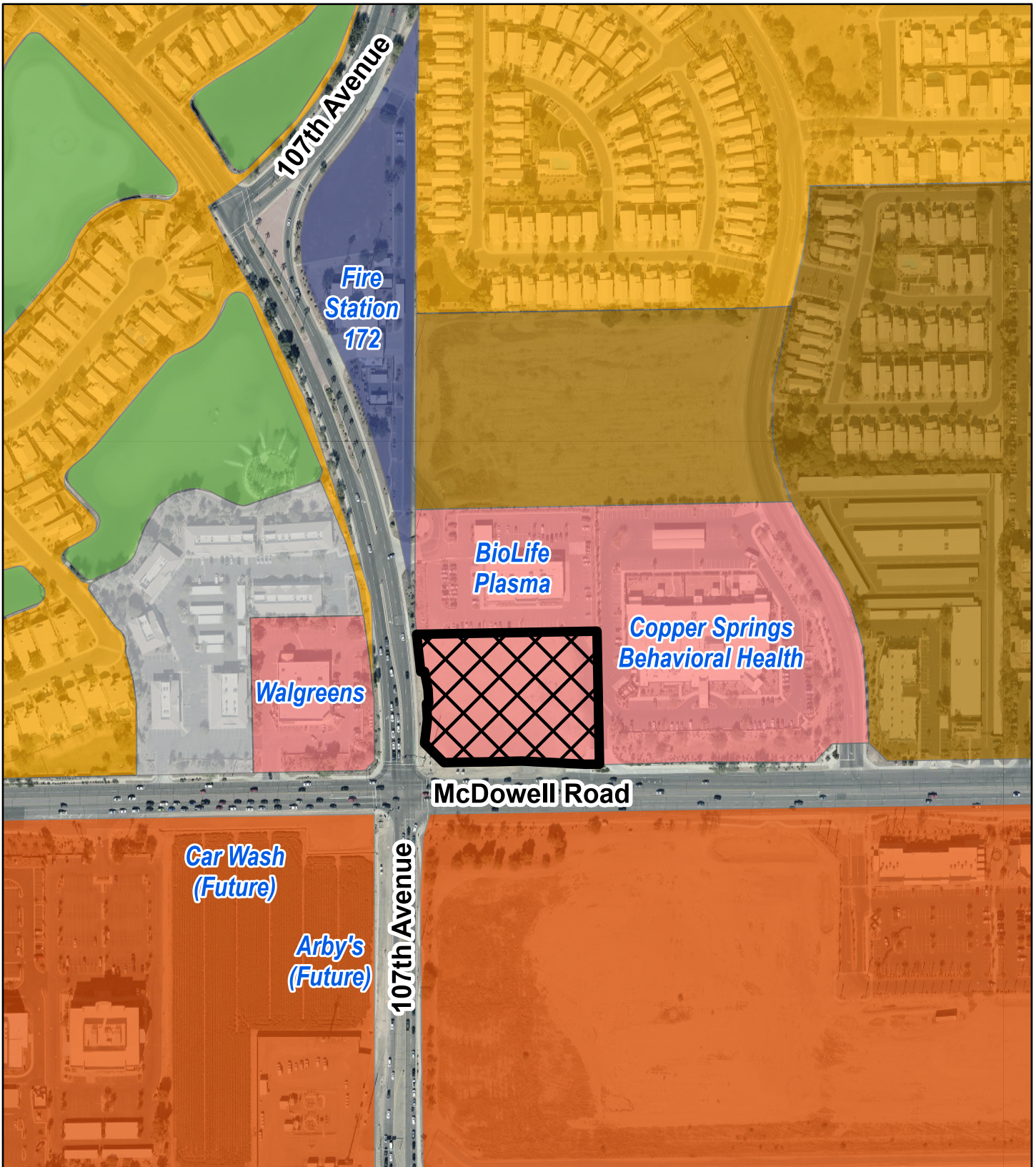


Zoning Vicinity



Subject Property

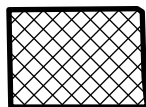




General Plan Land Use



- Freeway Commercial
- Local Commercial
- Medium Density Residential
- High Density Residential
- Office/Professional
- Open Space and Parks
- Public / Civic



Subject Property



Submitted electronically 2/17/23

FINAL PLAT
"AVALON MCDOWELL"

A RE-PLAT OF LOT 1 OF "BIOLIFE AVONDALE",
RECORDED IN BOOK 1531 OF MAPS, PAGE 3, MARICOPA
COUNTY RECORDS, A SUBDIVISION LOCATED IN A PORTION OF
THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2
NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE
AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS;
AVALON MCDOWELL, LLC AN ARIZONA LIMITED LIABILITY COMPANY AS OWNER, HEREBY
PUBLISHES THIS SECOND RE-PLAT OF "AVALON MCDOWELL", AS AND FOR THE SECOND REPLAT
OF LOT 1 OF "BIOLIFE AVONDALE", RECORDED IN BOOK 1531 OF MAPS, PAGE 3, MARICOPA
COUNTY RECORDS, LOCATED IN A PORTION OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1
EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF AVONDALE, MARICOPA
COUNTY, ARIZONA, AS SHOWN HEREON AND HEREBY DECLARES THAT SAID REPLAT SETS FORTH
THE LOCATION AND GIVES DIMENSIONS OF THE LOTS, STREET RIGHT OF WAY AND EASEMENTS
CONSTITUTING SAME AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR
NAME GIVEN EACH RESPECTIVELY ON THIS MAP.

THE OWNER, AS LISTED ABOVE, HEREBY DEDICATES IN FEE, ALL RIGHTS TITLE AND INTEREST TO
THE CITY FOR USE AS SUCH, THE STREET RIGHT OF WAYS AS SHOWN ON SAID MAP AND
INCLUDED IN THE ABOVE DESCRIBED PREMISES.

IN WITNESS WHEREOF: AVALON MCDOWELL, LLC, AN ARIZONA LIMITED LIABILITY
COMPANY, AS OWNER, HAVE HEREUNTO CAUSED ITS CORPORATE NAME TO BE AFFIXED AND
THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICES, THEREUNTO
DULY AUTHORIZED THIS THE _____ DAY OF
_____, 2022.

THE UNDERSIGNED OWNER HEREBY RATIFIES AND APPROVES THIS REPLAT. THE PERSON
SIGNING REPRESENTS THEY HAVE POWER AND AUTHORITY TO DO SO.

AVALON MCDOWELL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____
TITLE _____

ACKNOWLEDGEMENT:

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss

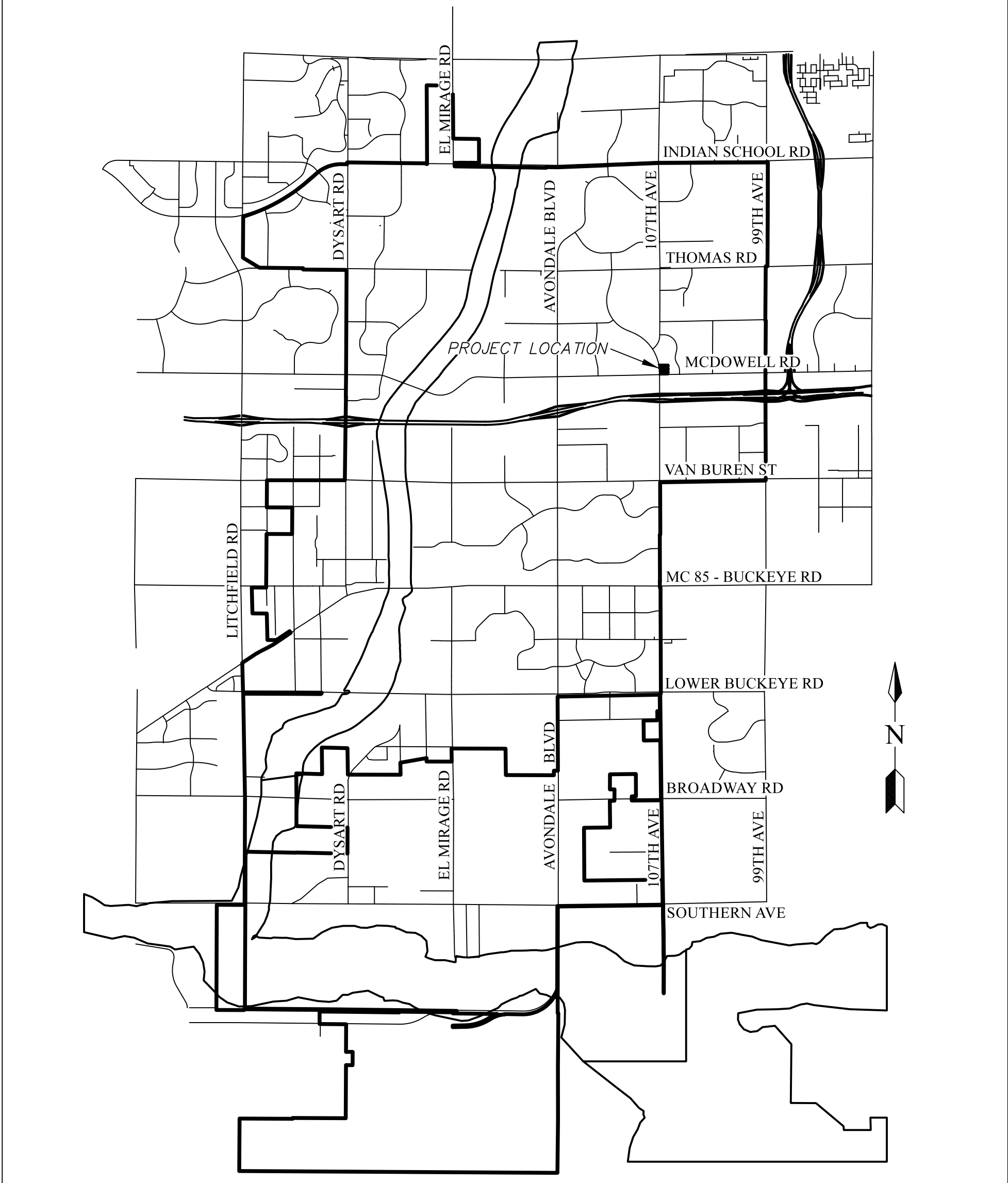
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY
OF _____ 2022 BY _____, THE _____ OF
AVALON MCDOWELL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

DEDICATED RIGHT-OF-WAY AREA TABLE:

STREET NAME	AREA SQ. FT./AC.
107TH AVENUE	294 SQ. FT. / 0.007 AC.
TOTAL	294 SQ. FT. / 0.007 AC.



KEY MAP
N.T.S.

SHEET INDEX:

SHEET 1 – COVER SHEET
SHEET 2 – PLAT MAP

LAND AREA TABLE:

LOT A	56,006 SQ. FT. / 1.286 AC.
LOT B	50,936 SQ. FT. / 1.169 AC.
TOTAL	106,942 SQ. FT. / 2.455 AC.

100 YEAR ASSURED WATER SUPPLY:

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

BENCHMARK:

THE BENCHMARK USED FOR THIS SURVEY IS THE MARICOPA COUNTY DEPARTMENT
OF TRANSPORTATION POINT 23105-1, UNIQUE POINT ID 3629, BEING THE SOUTH
QUARTER CORNER OF SECTION 32, MARKED BY A 3-INCH CITY OF PHOENIX BRASS
CAP IN HANDHOLE, LOCATED IN THE INTERSECTION OF 103RD AVENUE AND
MCDOWELL ROAD, HAVING AN ELEVATION OF 1019.593 FEET (NAVD 88).

OWNER/DEVELOPER

AVALON MCDOWELL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
CONTACT PERSON: SCOTT WHITTINGTON
ADDRESS: 7333 E. DOUBLETREE RANCH ROAD, SUITE 140
SCOTTSDALE, AZ 85258
PHONE: (480) 376-8750

SURVEYOR

SUPERIOR SURVEYING SERVICES, INC.
CONTACT PERSON: JAMES WILLIAMSON
ADDRESS: 2122 W. LONE CACTUS DRIVE, SUITE 11
PHOENIX, AZ 85027
PHONE: (623) 869-0223

NOTES:

- ALL LANDSCAPING WITHIN THE LOCAL, COLLECTOR AND ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY THE PROPERTY OWNERS, EXCLUDING MEDIANS ON ARTERIAL STREETS.
- ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
- ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
- ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
- NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
- NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
- ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100 YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.
- ALL UNDERGROUND STORM DRAIN IN THE PUBLIC RIGHT-OF-WAY SHALL BE MAINTAINED BY OWNER.
- THE DEDICATED BLANKET CROSS ACCESS EASEMENT FOR PURPOSES OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS PER BOOK 1504 OF MAPS, PAGE 50, M.C.R., IS STILL VALID.
- A BLANKET DRAINAGE EASEMENT OVER BOTH PARCELS IS DEDICATED BY THIS PLAT.
- SUBJECT PROPERTY IS SUBJECT TO AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT RECORDED IN DOCUMENT 2020-0078012, RECORDS OF MARICOPA COUNTY, ARIZONA.

BASIS OF BEARING:

THE BASIS OF BEARING IS THE MONUMENT LINE OF MCDOWELL ROAD, ALSO BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 32, USING A BEARING OF SOUTH 89 DEGREES 53 MINUTES 26 SECONDS EAST, PER THE FINAL PLAT OF BIOLIFE AVONDALE, RECORDED IN BOOK 1504 OF MAPS, PAGE 50, RECORDS OF MARICOPA COUNTY, ARIZONA.

APPROVALS AND ACCEPTANCE OF DEDICATION

PLAT APPROVED AND DEDICATED RIGHT-OF-WAY AND EASEMENTS ACCEPTED BY
THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA,
THIS _____ DAY OF _____, 2022.

MAYOR DATE

ATTEST, CITY CLERK DATE

CITY ENGINEER DATE

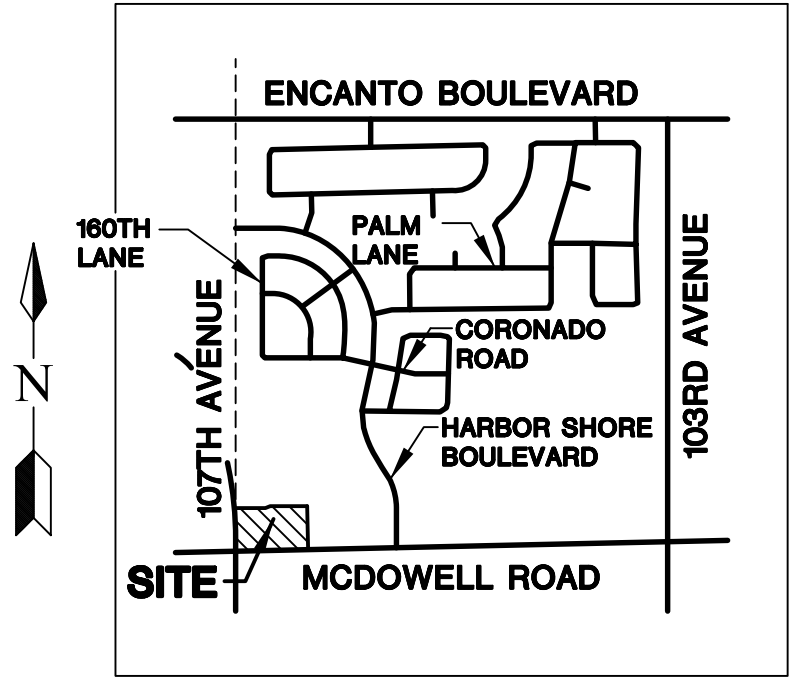
SURVEYOR'S CERTIFICATION:

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

—FOR REVIEW—
NOT FOR
CONSTRUCTION
OR RECORDING

REGISTERED LAND SURVEYOR

DATE



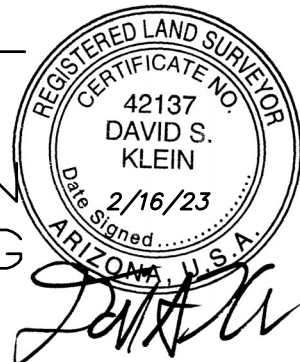
VICINITY MAP

2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com



DEVELOPER
AVALON MCDOWELL
PROJECT NAME
"AVALON MCDOWELL"
PLAT TYPE
FINAL PLAT

ORIGINAL PLAT DATE
5/27/2022
LATEST REVISION DATE
2/16/23
SHEET NUMBER
1 OF 2
PROJECT NUMBER
202111064

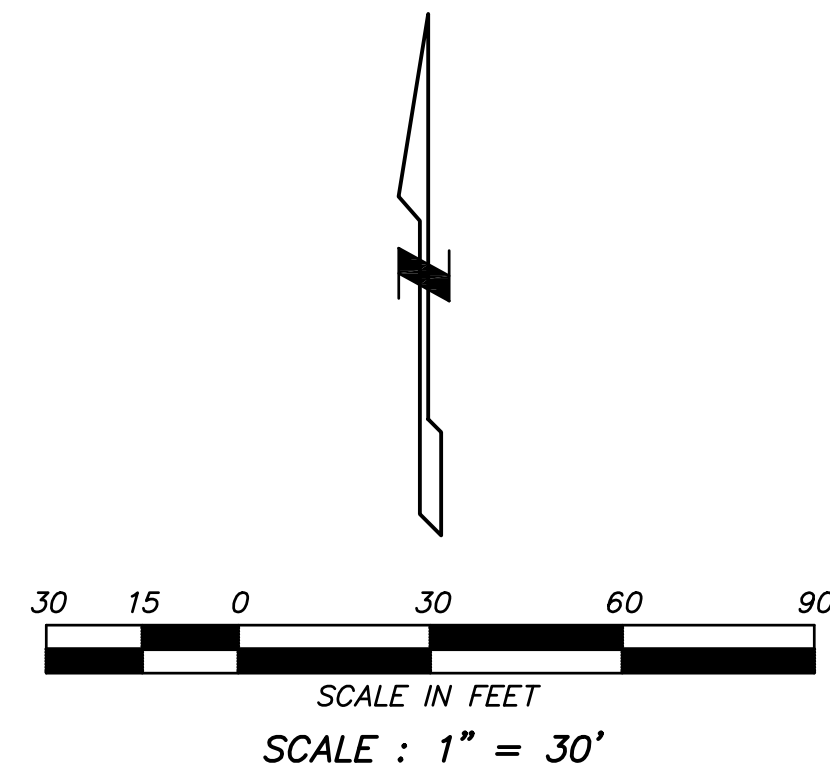


WEST 1/4 CORNER
SECTION 32, T-02N, R-01E
FOUND 3" CITY OF AVONDALE
BRASS CAP FLUSH
STAMPED 18229

CENTER OF SECTION 32
T-02N, R-01E, FOUND 3" MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION
BRASS CAP IN HANDHOLE STAMPED 26417
0.5' DOWN

SOUTHWEST CORNER
SECTION 32, T-02N, R-01E
FOUND 3" CITY OF PHOENIX
BRASS CAP IN HANDHOLE
0.3' DOWN
POINT OF COMMENCEMENT

SOUTH 1/4 CORNER, SECTION 32
T-02N, R-01E, FOUND 3" CITY OF
PHOENIX BRASS CAP IN HANDHOLE
0.4' DOWN



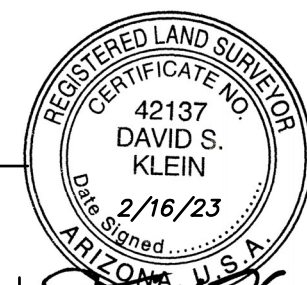
LEGEND:

- SUBDIVISION LINE
- CENTER LINE OR MONUMENT LINE
- EASEMENT LINE
- FOUND 1/2" REBAR WITH ALUMINUM CAP STAMPED "KLEIN 42137" SET PER BK. 1504, PG. 50, M.C.R.
- FOUND 1/2" REBAR WITH ALUMINUM CAP STAMPED "KLEIN 42137" SET PER BK. 1483, PG. 16, M.C.R. (UNLESS OTHERWISE NOTED)
- FOUND 1/2" CAPPED REBAR STAMPED 17632
- FOUND NAIL IN WASHER STAMPED "KLEIN 42137" SET PER BK. 1483, PG. 16, M.C.R.
- FOUND 1/2" REBAR WITH TAG STAMPED "33881"
- A.P.N. ASSESSORS PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDS
- R/W RIGHT OF WAY
- BK. BOOK
- PG. PAGE
- (TYP.) TYPICAL
- (R) RECORD PER BK. 1334, PG. 38, M.C.R.
- (M) MEASURED

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	2230.00'	0°11'44"	7.61'	N03°59'28"W	7.61'

LINE TABLE		
LINE	BEARINGS	LENGTH
L1	N 00°06'34" E	80.00'
L2	N 44°24'36" W	60.00'
L3	N 08°14'43" E	52.26'
L4	N 02°20'59" W	35.40'
L5	N 87°39'01" E	5.00'
L6	N 02°20'59" W	30.00'
L7	N 09°30'29" W	40.56'
L8	S 86°07'50" W	8.26'
L9	N 89°53'26" W	17.76'
L10	N 01°20'30" E	74.48'

—FOR REVIEW—
NOT FOR
CONSTRUCTION
OR RECORDING



AVALON MCDOWELL
"AVALON MCDOWELL"
FINAL PLAT

5/27/2022
2/16/23
2 OF 2
202111064

CITY COUNCIL REPORT

SUBJECT: Public Hearing - 2023 - 2024 HUD Annual Action Plan

MEETING DATE: 4/3/2023

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood & Family Services Director

THROUGH: Cherlene Penilla, Assistant City Manager

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

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

This is accomplished by preserving Avondale's stock of affordable housing and funding, necessary public facilities and supporting vital community services.

PURPOSE:

City Council will hold a public hearing and receive an update on the draft of the City's 2023-2024 Annual Action Plan which is required by the U.S. Department of Housing and Urban Development (HUD) as a condition of the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funding. This item is for discussion only, no action will be taken.

BACKGROUND:

As an entitlement grantee, the City of Avondale receives an annual allocation of CDBG funds from HUD and HOME funds as a member of the Maricopa County HOME Consortium. HUD has allocated \$651,194 in CDBG funds to Avondale for Fiscal Year 2023-2024. The City will also receive \$214,593 in HOME funds through Maricopa County for Fiscal Year 2023-2024. The Federal objective of the CDBG program is to "develop viable urban communities by providing decent housing, a suitable living environment and economic opportunities for low-moderate income persons." The objective of the HOME Program is to "create affordable housing opportunities for low-income persons." City of Avondale goals and objectives with respect to CDBG and HOME are defined in the 5-Year Consolidated Plan which was approved by City Council in May 2020.

DISCUSSION:

The Consolidated Plan has identified housing, economic and social development needs of low-income and special needs persons as areas of opportunity and prescribed strategies to address them. The Annual Action Plan serves as an update to the Consolidated Plan and identifies the goals, strategies and expected outcomes for the program year.

HUD requires that local governments engage the public in completing the Annual Action Plan. The Neighborhood and Family Services (NFS) is currently seeking input as part of the public participation process for the FY 2023-2024 Annual Action Plan. The first public hearing was held at the Neighborhood & Family Services Commission meeting on February 22, 2023. The draft Annual Action Plan has been made available to the public on the NFS website, at both city libraries, and City Hall during the public comment period, which began March 15, 2023, and will extend through April 17, 2023. This Council Meeting held on April 3, 2023 will serve as a second public hearing.

Data gathered from the public participation process to date supports the community priorities, which remain as follows: Preserve and expand affordable housing inventory, fund necessary public infrastructure and facility renovations, support vital community services, encourage business development and growth, promote fair housing in Avondale, and reduce residential lead-based hazards in low-income, economically challenged neighborhoods.

To advance these goals, staff recommend the following activities and funding allocations for FY 2023-2024:

CDBG Allocations (totaling \$651,194)

1. Public Improvements - \$422,955
2. Youth Services (AviTEMP) - \$40,000
3. Workforce Development - \$50,000
4. Administration and Planning- \$138,239

(Home Rehabilitation will continue to occur with CDBG funds remaining from the previous program year in the amount of \$333,978)

HOME Allocations (totaling \$214,593)

1. First-time Home Buyer Down Payment Assistance Program - \$201,181
2. Administration - \$13,412

(This grant requires a 25% non-federal match totaling \$50,296 that will support the First Time Home Buyer Payment Assistance Program.)

BUDGET IMPACT:

The use of \$201,181 in HOME funds will require a 25% non-federal match from the City of Avondale (\$50,296) which will be included in the proposed budget for next fiscal year. CDBG funds do not require a match. CDBG funds will be appropriated in Fund 2560 and HOME funds appropriated in Fund 2520, which are reserved exclusively for CDBG and HOME appropriations, respectively.

RECOMMENDATION:

This item is for information, discussion and direction.

Contact person for document distribution: n/a

CITY COUNCIL REPORT

SUBJECT: Resolution 1016-0423 - Intergovernmental Agreement with Maricopa County Human Services Department for the Family Bridge Housing Project

MEETING DATE: 4/3/2023

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood and Family Services 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:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources. This agreement will serve to establish safe and healthy housing with support services for Avondale families experiencing homelessness.
-

PURPOSE:

City Council will consider a request to: (a) adopt Resolution 1016-0423, approving an Intergovernmental Agreement with Maricopa County Human Services Department for \$1,700,000 toward the development of bridge housing for families in Avondale; (b) approve the use of City resources (\$613,000 development) and to initiate the process of procuring development and operational services with a non-profit partner; and (c) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On July 5, 2021, City Council approved \$650k for funding for the development of a Family Bridge Housing project with four (4) to five (5) two-bedroom, single family units. On December 7, 2021, the City entered into an agreement with a Design-Build General Contractor selected by competitive process for the design and construction of three (3) Bridge Housing units. The budget for the project was increased by City Council for the Fiscal Year 2023 budget to a total of \$750,000. On August 24, 2022 the project was paused due to supply chain difficulties, rising construction costs, and contractor performance, leaving a project budget of \$640,000.

In October of 2022, the Maricopa County Human Services Division approached Neighborhood and Family Services with funding available for development of shelter, including bridge housing. There are currently no shelter options for families with minor children in Avondale or the West Valley. The City of Surprise is in development to bring 8 family bridge housing units online within the next year.

DISCUSSION:

Under the terms of the proposed agreement, Maricopa County Human Services Department will provide \$1,700,000 for the design and construction of six (6) units of low-barrier bridge shelter for families. The six units shall accommodate families consisting of at least one adult with at least one minor child. Units shall be designed to accommodate up to 2 adults and 3 children in each unit.

The City will contribute \$613,000 in American Rescue Plan Act (ARPA) funds toward the design and construction of the units. The intent will be for the City to procure development services from a non-profit partner to act as General Contractor (GC) and program operator. The City will remain involved in the design and construction, and will provide support from the Neighborhood and Family Services Department Homeless Services Division to ensure connection to services and to assist in identifying any additional programmatic and operational funding.

The site for development is unchanged: city-owned land on Elisio C. Felix, Jr. Drive across from the Avondale Resource Center. The City will retain ownership of the land and award a long-term lease or similar agreement to the winning applicant. This agreement will allow operation of the Bridge Housing Project based on regional and community needs. While these units will be integrated into the Maricopa Regional Continuum of Care, priority will be reserved for those families with a last known address in Avondale or other connection to our community, such as enrollment in an Avondale school.

Through this partnership, Avondale anticipates serving up to 10 families per calendar year. The anticipated completion timeline is 18-24 months after execution of the award to a non-profit partner.

BUDGET IMPACT:

If approved, the City will accept \$1,700,000 in project funds from Maricopa County. Additionally, the City will contribute \$613,000 in American Rescue Plan Act (ARPA) funds toward design and construction of the bridge housing project.

RECOMMENDATION:

Staff recommend that City Council: (a) adopt a Resolution approving an Intergovernmental Agreement with Maricopa County Human Services Department for \$1,700,000 toward the development of bridge housing for families in Avondale; (b) approve the use of City resources (\$613,000) and to initiate the process of procuring development and operational services with a non-profit partner; and (c) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Brian Planty

RESOLUTION NO. 1016-0423

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE AMERICAN RESCUE PLAN ACT FUNDS FOR THE CONSTRUCTION OF BRIDGE HOUSING.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement between the City of Avondale (the “City”) and Maricopa County (the “County”), administered by its Human Services Department, to provide the City with American Rescue Plan Act funds for the construction of bridge housing, (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, April 3, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1016-0423

[Agreement]

See following pages.



INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
THE CITY OF AVONDALE

Agreement Number: _____
Agreement Amount: \$1,700,000
Agreement Start Date: April 12, 2023
Agreement Termination Date: June 30, 2026
ALN; 21.027 American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery
Unique Entity ID: GDTNM5BLN9Y4

1.0 PARTIES

This financial Intergovernmental Agreement ("Agreement") is between the City of Avondale ("City" or "Subrecipient") and Maricopa County ("County") administered by its Human Services Department ("Department"). The County and the Subrecipient collectively are referred to as the "Parties" and individually as the "Party."

2.0 PURPOSE

Through this Agreement housing availability will be expanded by 6 units of low-barrier bridge shelter for families experiencing homelessness. The County shall provide Subrecipient with American Rescue Plan Act Coronavirus State and Local Fiscal Recovery (ARPA) Funds for construction of these units in Avondale. The execution of this project shall provide shelter for approximately 10 families annually.

3.0 TERM OF AGREEMENT

- 3.1 The term of this Agreement is from April 12, 2023 through June 30, 2026.
- 3.2 This Agreement may be extended, up to two years, with the condition the Subrecipient is in compliance with the terms and conditions of this Agreement and the extension is contained in an Amendment as provided in Section 4.0 below.
- 3.3 This Agreement shall be effective upon approval and signature by both Parties.

4.0 AMENDMENTS

Any changes to this Agreement shall be effective only through a written amendment signed by both Parties.

5.0 ADMINISTRATIVE CHANGE ORDERS

- 5.1 The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon approval and fully execution by both the Chairman of the Board of Supervisors and the City. Administrative Change Orders may address any of the following areas:
 - 5.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;
 - 5.1.2 Modifications to budget line items if the Agreement amount remains unchanged;
 - 5.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
 - 5.1.4 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by the U.S. Department of Treasury or local regulations, policies, or requirements.

6.0 FUNDING

The County shall provide the Subrecipient with \$1,700,000 ARPA Funds under Assistance Listing Number (ALN) 21.027 and provided to the County through the U.S. Department of Treasury.

7.0 AVAILABILITY OF FUNDS

- 7.1 This Agreement and the Parties' obligations under it shall become effective when funds assigned for the purpose of compensating the Subrecipient are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement, and the County shall keep the Subrecipient fully informed as to the availability of funds.
- 7.2 If any action is taken by any federal, state, local agency, or any other agency or instrumentality of competent jurisdiction other than the Parties to amend, suspend, or terminate its fiscal obligation under or provided in connection with this Agreement, then the Parties may amend, suspend, or terminate this Agreement. In the event of termination, the County shall be liable for payment only for costs incurred prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. Furthermore, upon termination Subrecipient shall be released from all pending responsibilities and shall have no further obligation to perform under the Agreement unless it is expressly provided for herein as an obligation that survives termination. The Parties shall give written notice of their intent to suspend performance or intent to terminate this Agreement under this Section at least ten (10) calendar days in advance.

8.0 RESPONSIBILITIES OF ORGANIZATIONS

- 8.1 The Subrecipient shall:
 - 8.1.1 Provide additional bridge housing for families experiencing homelessness, by implementing any of the following:
 - 8.1.1.1 Building construction;
 - 8.1.1.2 Seek qualified design and construction teams to provide applicable construction and/or design services;
 - 8.1.2 Complete the project description in Exhibit A, Statement of Work.

- 8.1.3 Ensure Subrecipient's and any subcontractors' compliance with federal, state, and County requirements as they relate to the federal ARPA Coronavirus State and Local Fiscal Recovery Fund requirements.
- 8.1.4 Ensure Subrecipient and any of their subcontractors' comply with laws, rules, and regulations regarding public improvements and state and local zoning, fire, environmental, health, and safety standards and regulations.
- 8.1.5 Establish use restrictions for a minimum of 10 years that the shelter/building/property will be used to shelter persons experiencing homelessness. The use restrictions shall state that the City has the option after ten years of service to convert the shelter/building/property to an alternative use, such as the development of affordable housing, or may sell property and use the sale proceeds to invest in replacement temporary shelter beds.
- 8.1.6 Maintain a sufficient number of qualified and trained staff to provide services under this Agreement
- 8.1.7 Complete Quarterly Reports that contain the following information:
 - 8.1.7.1 Status and updates on project timelines;
 - 8.1.7.2 Current quarter expenditures;
 - 8.1.7.3 Anticipated delays or issues;
 - 8.1.7.4 Any recent significant disruptions or issues;
 - 8.1.7.5 Other information the Department should be aware of;
 - 8.1.7.6 Quarterly Reports will be due no later than 30 days after the end of the reporting quarter.
- 8.1.8 Complete the following reports on a 6 month basis after execution of the Agreement: Continuum of Care Annual Performance Report (COC APR), Homeless Management Information System (HMIS) for services provided at the shelter through the extent of the use restriction period listed in 8.1.6 Annual COC APR for both Fiscal and calendar year.

8.2 The County shall:

- 8.2.1 Review invoiced costs related to acquisition/construction/rehab of building and all other costs associated with this project on a monthly basis.
- 8.2.2 Report to the U.S. Department of Treasury on the Subrecipient's use of funds.

9.0 COMPENSATION

- 9.1 Subrecipient shall submit monthly invoices to the County:
 - 9.1.1 for all invoiced costs related to construction of the building for this project.
 - 9.1.2 Initial expenditures must begin within first year of contract. And in the event initial spending does not begin within the first year, the County will consider the project on-hold, and written consent from the County will be required to resume spending and project progress.
- 9.2 The Agreement is on a cost reimbursement basis.
- 9.3 The County shall reimburse the Subrecipient on a net 0 payments standard.
- 9.4 Final Reimbursement Upon Agreement Termination
 - 9.4.1 Prior to termination of this Agreement, at the date identified on page 1 of this Agreement, or as may be amended, the Subrecipient shall submit the final reimbursement request.
 - 9.4.2 This request shall be submitted no later than 30 calendar days after the termination date except as noted immediately below.

- 9.4.3 If the termination date is between June 10, and June 30, then the final reimbursement request shall be submitted by July 10th.
- 9.4.4 The final progress report, and any other required reports that may be applicable, such as the program income report, shall be submitted with the final reimbursement request.

10.0 METHOD OF PAYMENT

- 10.1 The Subrecipient shall submit invoices for project activities to hsdfinance@maricopa.gov.
- 10.2 Payment by the County is not to be construed as final in the event that the Department of Treasury disallows payment for the activity or any portion thereof. Funds not expended in implementing this activity or upon completion of the activity shall be returned to the ARPA unprogrammed funds account.

11.0 DISALLOWED COSTS

- 11.1 The cost principles set forth in the Code of Federal Regulations ("C.F.R."), 2 C.F.R. Part 200 Subpart E, including later amendments and editions on file with the Arizona Secretary of State and incorporated here by reference, shall be used to determine the allowability of incurred reimbursable costs under Agreement. The Subrecipient shall follow cost principles as outlined in Office of Management and Budget (OMB) Uniform Guidance, 2 C.F.R. Part 200.
- 11.2 Those costs that are specifically defined as unallowable in 2 C.F.R. Part 200, Subpart E, shall not be submitted for reimbursement by the Subrecipient and shall not be reimbursed with County funds.

12.0 TERMINATION

- 12.1 Under A.R.S. § 38-511, the Parties may cancel this Agreement without penalty or further obligation within three years (3) after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of one Party at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other Party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, either Party may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the one Party from the other Party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.
- 12.2 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by a Party under the Availability of Funds provision). Any notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth on Section 13.0 of this Agreement. In the event of termination, the Parties shall be liable for payment only for reimbursable costs incurred prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. Neither Party shall be liable for any incomplete or additional performance under the Agreement unless expressly stated herein as an obligation that survives termination.

- 12.3 The County may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement or if the Subrecipient fails to maintain a good-faith effort to carry out the purpose of this Agreement.
- 12.4 The Parties may terminate this Agreement for convenience upon 30 days' prior written notice. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Parties in writing stating the reasons for such termination.

13.0 NOTICES

Notifications and communications concerning this Agreement shall be directed to the following:

Subrecipient:
City of Avondale
Neighborhood and Family Services
Brian Planty, Homeless Services Mgr
(623) 333-2783
bplanty@avondaleaz.gov
995 E. Riley Drive
Avondale, AZ 85323

Maricopa County
Human Services Department
TJ Reed, Homelessness Programs MGR
(602) 317-7056
TJ.Reed@maricopa.gov
234 N. Central Avenue 3rd Floor
Phoenix, AZ 85004

14.0 EMPLOYMENT DISCLAIMER

- 14.1 This Agreement is not intended to constitute, create, give rise to, or to otherwise recognize a joint venture, partnership, or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.
- 14.2 The Subrecipient agrees that no individual performing under this Agreement on behalf of the Subrecipient shall be considered a County agent, employee, or representative and those individuals are not entitled to County civil service rights, County retirement rights, or any other rights provided under the County personnel rules, nor shall those rights accrue or apply to any such individual. The Subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals shall indemnify, defend and hold harmless the County with respect to the foregoing.
- 14.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a Subrecipient agent, employee, or representative and that no rights of Subrecipient civil service, Subrecipient retirement, or Subrecipient personnel rules shall accrue or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend and hold harmless the Subrecipient with respect to the foregoing.

15.0 GENERAL REQUIREMENTS

- 15.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations of the ARPA. Any lawsuit arising out of this Agreement shall be brought in the superior court of Maricopa County, Arizona.

- 15.2 The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
- 15.3 The Subrecipient shall comply with the regulations prohibiting a conflict of interest. The Subrecipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in Subrecipient's organization or with which the Subrecipient (or any of its directors, officers, owners, trust certificate holders, or a relative thereof) has a substantial interest, unless the Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval for the payments.
- 15.4 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

16.0 ASSIGNMENT AND SUBCONTRACTING

- 16.1 No right, liability, obligation, or duty under this Agreement may be assigned, delegated, or subcontracted, in whole or in part, without the prior written approval of the County. The Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County agrees otherwise.
- 16.2 In accordance with 2 C.F.R. §200.331, the Subrecipient may make a "Subaward" as a pass-through entity for the purpose of carrying out a portion of the federal award and General Funds. The Subrecipient will make determinations classifying recipients of federal funds as a Subrecipient.
- 16.3 Subrecipient shall ensure compliance by any subcontractor with all ARPA requirements, including reporting requirements.

17.0 DISPUTES

- 17.1 Except as otherwise provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, but which shall not exceed one hundred twenty (120) calendar days. Disputes which are not resolved in that time period, shall be submitted in accordance with the following formal dispute resolution process.
- 17.2 Notice of the specific grounds of a formal dispute shall be in writing and filed with the County Representative listed in the Notices paragraph, within ten (10) business days from the date the Subrecipient knew or should have known of the basis of the dispute.
- 17.3 The County Representative shall respond in writing to the Subrecipient within fourteen (14) business days. The decision of the County Representative shall be final and conclusive unless, within seven (7) business days after the date the Subrecipient is served with the decision, the Subrecipient files a written notice of appeal with the Human Services Department Director.
- 17.4 The Department Director shall provide the Subrecipient with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.
- 17.5 Pending a final decision of the Director, the Subrecipient shall diligently proceed with its performance of this Agreement in accordance with the County Representative's decision.

- 17.6 In the event the Subrecipient disagrees with the Director's decision, Subrecipient shall have every existing and future right or remedy available by law or in equity to resolve the dispute.

18.0 SEVERABILITY

Any provision of this Agreement is determined to be invalid, void, or illegal by a court that determination shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

19.0 STRICT COMPLIANCE

The County's acceptance of the Subrecipient's performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

20.0 SINGLE AUDIT ACT REQUIREMENTS

The Subrecipient is in receipt of federal funds through the County and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq.*). The Subrecipient shall comply with 2 C.F.R. 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The Subrecipient shall take corrective actions within six (6) months of the date of the receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by HUD or the County that the Subrecipient is not in - compliance with the audit requirements.

21.0 AUDIT DISALLOWANCES

- 21.1 The Subrecipient shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
- 21.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the Subrecipient in writing of the disallowance and identify the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

22.0 PROPERTY

- 22.1 Any County property furnished or leased pursuant to the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County, and title to all such property shall revert to the County upon the expiration or termination of this Agreement. The costs to repair such property are the responsibility of the Subrecipient within the limits budgeted in this Agreement.
- 22.2 Any Subrecipient property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the Subrecipient. Repair costs of such property shall be the responsibility of the Subrecipient.

23.0 LIMITATION ON LIABILITY

- 23.1 The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.
- 23.2 The Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the County or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the County or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.

24.0 GENERAL INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party and its officers, officials, employees, and agents (collectively, "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney and expert fees) (collectively referred to as "Claims") either arising from or related to breach of this Agreement, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions. The obligations under this Section 26 shall survive termination of this Agreement.

25.0 INSURANCE

The Subrecipient shall provide the County with a Certificate of Self-Insurance equal to:

General Aggregate	\$3,000,000
Each Occurrence Limit	\$1,000,000

26.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of the Agreement. The provision applies to all work performed by Subrecipients or Subcontractors at all tiers.

27.0 TECHNICAL ASSISTANCE

The County will provide reasonable technical assistance to the Subrecipient to assist in complying with state and federal laws, and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations, and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

28.0 STAFF AND VOLUNTEER TRAINING

The County may make available to the Subrecipient the opportunity to participate in any applicable training activities conducted by the County.

29.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds \$100,000, the Subrecipient agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

30.0 LOBBYING

30.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

30.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

31.0 RELIGIOUS ACTIVITIES

The Subrecipient warrants that none of its costs and none of the costs incurred by the Subrecipient or any of its subcontractors or subrecipients will include any expense related to any religious activities.

32.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

33.0 COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no persons or entities have been employed or retained by it to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

34.0 RIGHTS IN DATA

The Parties shall each have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance under it, except to the extent prohibited by law.

35.0 COPYRIGHTS

If this Agreement results in a book or other written material, the author is free to copyright the work, but the Parties reserve a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use, all copyrighted material and all material that may be copyrighted as a result of this Agreement.

36.0 AGREEMENT COMPLIANCE MONITORING/AUDITING

36.1 The County will monitor the Subrecipient's compliance as needed for fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by the U.S. Department of Housing and Urban Development and Maricopa County. On-site visits for compliance monitoring may be made by the County and/or its grantor agencies at any time during the Subrecipient's normal business hours, announced and/or unannounced. For auditing purposes, the County shall provide the Subrecipient with 30-days' advance notice of any proposed on-site visit. During an on-site visit(s), the Subrecipient shall reasonably make all of its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.

36.2 The County shall request information for fiscal monitoring/audit per OMB Uniform Guidance 2 C.F.R. § 200, to include as applicable:

36.2.1 Financial Management 2 C.F.R. § 200.302

36.2.2 Internal Controls 2 C.F.R. § 200.303

36.2.3 Bonds 2 C.F.R. § 200.304

36.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305

36.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306

36.2.6 Program Income 2 C.F.R. § 200.307

36.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308

36.2.8 Period of Performance 2 C.F.R. § 200.309

36.2.9 Insurance Coverage 2 C.F.R. § 200.310

36.2.10 Record Retention and Access 2 C.F.R. §§ 200.334 – 200.338

36.2.11 Procurement Standards 2 C.F.R. § 200.318

36.2.12 Indirect Costs 2 C.F.R. § 200.414

36.2.13 Compensation-Personal Services 2 C.F.R. § 200.430

36.2.14

36.2.15 Audit Requirements 2 C.F.R. §§ 200.501-200.517

37.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS

37.1 The Subrecipient shall, during the term of this Agreement, within fifteen (15) business days from acceptance, inform the Director in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. The Subrecipient's failure to notify the County of

any such agreement shall be a breach of this Agreement and the County may immediately terminate this Agreement without liability.

37.2 The Director may request, and Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of all such other agreements or grants, when, in the opinion of the Director, the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement, except to the extent prohibited by law.

37.3 If the Director determines that the award to the Subrecipient from such other agreements or grants has affected the costs being paid or reimbursed under this Agreement, then the Director shall prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" paragraph of this Agreement.

38.0 MINIMUM WAGE REQUIREMENTS

The Subrecipient warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, et seq.), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

39.0 RECOGNITION OF COUNTY SUPPORT

The Subrecipient shall give recognition to the County and the funding source for its support when the Subrecipient publishes materials or releases public information that is paid for in whole or in part with funds received by the Subrecipient under this Agreement.

40.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS

The Subrecipient, in connection with any services or other activities under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Subrecipient shall include this clause in all its Subcontracts.

41.0 DISABILITY REQUIREMENTS

The Subrecipient agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§ 41-2531 and 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

42.0 EQUAL EMPLOYMENT OPPORTUNITY

42.1 The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

42.2 The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 42.3 The Subrecipient shall and shall cause their respective Subcontractors to comply with:
- 42.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);
 - 42.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);
 - 42.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);
 - 42.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and
 - 42.3.5 Arizona Executive Order 2009-09, *et seq.* as amended, which mandates that all persons shall have equal access to employment opportunities.

43.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Agreement, the Subrecipient agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. §§ 200, *et seq.*

44.0 FINANCIAL MANAGEMENT

The Subrecipient shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or shall establish an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disbursed in the manner specified by the County in accordance with applicable State of Arizona and federal regulations. The Subrecipient shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, then it shall be in accordance with generally accepted accounting principles.

45.0 RETENTION OF RECORDS

- 45.1 This provision applies to all financial and programmatic records, supporting document, statistical records, and other records of the Subrecipient that are related to this Agreement.
- 45.2 The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and state auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy, and make use of any and all of the records.

46.0 ADEQUACY OF RECORDS

If the Subrecipient's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants as determined by a court of competent jurisdiction, then the Subrecipient shall reimburse the County for the services not supported and documented.

47.0 IMMIGRATION LAWS AND REGULATIONS

47.1 Federal Immigration and Nationality Act

- 47.1.1 The Subrecipient understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Subrecipient agrees to comply with the IRCA in performing under this Agreement and to

permit the other Party to reasonably inspect personnel records to verify such compliance, to the extent required by law.

47.1.2 By entering into this Agreement, the Subrecipient warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. The Subrecipient shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the County upon request. These warranties shall remain in effect through the term of the Agreement. The Subrecipient and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

47.1.3 The County may request verification of compliance for any employee or Subcontractor performing work under the Agreement. Should the County suspect or find that the Subrecipient or any of its Subcontractors are not in compliance, then the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension or debarment (or both) of the Subrecipient. All costs necessary to verify compliance are the responsibility of the Subrecipient or its Subcontractor.

47.2 **Arizona Law:** The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges that:

47.2.1 That the Subrecipient and their respective Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

47.2.2 A breach of a warranty under this Subparagraph 47.2.2 shall be deemed a material breach of this Agreement and the non-breaching Party may immediately terminate this Agreement without liability; and

47.2.3 The County and any contracting government entity retain the legal right to inspect the papers and employment records of the the Subrecipient or their respective Vendor employees who works on this Agreement to ensure that such Party or Vendor is complying with the warranty provided under this Subparagraph 47.2 and that the Subrecipient agrees to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

48.0 DRUG FREE WORKPLACE ACT

The Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that Subrecipients and grantees of federal funds must certify that they will provide Drug-Free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

49.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

49.1 The undersigned, by signing this Agreement, represents that he/she has the authority to bind the Subrecipient to the terms of this Certification. The Subrecipient, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:

- 49.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 49.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for: (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; (2) the violation of any federal or State antitrust statutes or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 49.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 49.1.2 above; and
- 49.1.4 Have not, within a three-year period preceding the Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 49.2 The Subrecipient agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

50.0 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

- 50.1 The Subrecipient agrees that this Agreement and its employees working on this Agreement will be subject to the whistleblower rights and remedies in the federal pilot program established at 41 U.S.C. § 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and Section 3.908 of the Federal Acquisition Regulation;
- 50.2 The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the Subrecipient and copies provided to County upon request; and
- 50.3 The Subrecipient shall insert the substance of this clause, including this Paragraph 50.0, in all subcontracts over the agreed upon simplified acquisition threshold (\$250,000 as of June 2021).

51.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If the Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, then the Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

52.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

53.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

- 53.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
- 53.2 This Agreement may be immediately terminated by a Party if the other Party defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the other Party's ability to perform any of its obligations under this Agreement.
- 53.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, had not been reimbursed), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
 - 53.3.1 Non-performance of any obligations required by this Agreement.
 - 53.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.
 - 53.3.3 Unauthorized expenditure of funds.
 - 53.3.4 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 *et seq.*
 - 53.3.5 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 53.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Subrecipient shall, without intent to limit or with restrictions, be subject to the following:
 - 53.4.1 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under Agreement.
 - 53.4.2 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
- 53.5 The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

54.0 ADMINISTRATIVE REQUIREMENTS

- 54.1 Accounting Standards – The Subrecipient agrees to comply with this Agreement and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).

- 54.2 Repayment of Funds – The Subrecipient agrees to repay funds provided under this Agreement for noncompliance with the terms of this Agreement. Repayment shall be in accordance with the terms of this Agreement or the requirement of applicable laws and regulations, including continuing use compliance. The County shall specify in writing, the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or compliance with the alternative terms be completed any later than sixty (60) calendar days following the written determination of noncompliance by the County.
- 54.3 Documentation and Record Keeping - The Subrecipient agrees to comply with this Agreement and the following record keeping requirements:
 - 54.3.1 Records to be maintained - The Subrecipient shall maintain all financial records as required by 2 C.F.R. § 200, and OMB Circulars;
 - 54.3.2 System for Award Management -The Subrecipient and all subcontractors or subrecipients shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or SAM.gov. Documentation of the UEI Number must be included in all project files.
 - 54.3.3 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all requirements have been met. In the event of litigation, a claim, or an audit is begun before the expiration of this retention period, said records shall be retained until all such action or audit findings involving the records have been resolved.
 - 54.3.4 Disclosure - The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.
 - 54.3.5 Property Records - The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

55.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

- 55.1 The Subrecipient warrants and certifies that it does not currently, and agrees for the duration of the agreement that it will not, use:
 - 55.1.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
 - 55.1.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 - 55.1.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 55.2 If the Subrecipient becomes aware during the term of the Agreement that the Subrecipient is not in compliance with this paragraph, the Subrecipient shall notify the County within five business days after becoming aware of the noncompliance. Failure of the Subrecipient to provide a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

56.0 FORCE MAJEURE

- 56.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.
- 56.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 56.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

[Signatures contained in following page]

IN WITNESS, the Parties have approved and signed this Agreement:

APPROVED BY:
THE CITY OF AVONDALE

APPROVED BY:
MARICOPA COUNTY

City Manager Date

Clint Hickman, Chairman Date
Board of Supervisors

Attested to:

Attested to:

City Clerk Date

Juanita Garza, Date
Clerk of the Board

Date

Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF AVONDALE UNDER THE LAWS OF THE STATE OF ARIZONA. APPROVED AS TO FORM:

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA. APPROVED AS TO FORM:

City Attorney Date

Deputy County Attorney Date

EXHIBIT A- STATEMENT OF WORK

1.0 Project Description:

The Project as described herein, shall utilize ARPA funds to construct a building for the purpose of providing bridge housing to families experiencing homelessness. The construction of the property shall generate 6 units. These units shall serve up to 10 families experiencing homelessness annually.

The site for development is City owned located at lat/long 33.437516, -112.335945, on 20,250sq ft of property. The County Assessor lot ID is 500-26-003C. The City will retain ownership of the land and award a long-term lease or similar agreement to the winning applicant.

2.0 Project Eligibility:

Property Standards - Housing that is acquired, constructed, or rehabilitated with ARPA funds must meet all applicable local codes, rehabilitation, and construction standards, ordinances, and zoning ordinances, including Section 504 of the Rehabilitation Act of 1973 and Fair Housing Act, as amended, at the time of project completion.

Occupancy Requirements – The Project staff shall determine and verify homelessness upon intake according the definition by the Department of Housing and Urban Development (HUD) as notated: <https://www.hudexchange.info/news/huds-definition-of-homelessness-resources-and-guidance/>

3.0 Deliverables:

Beneficiaries	
Number of households (units)	6
Number of families served annually (approximate)	10

4.0 Budget Sources:

FUND SOURCES	
Sources	Total
Maricopa County – ARPA	\$1,700,000
City of Avondale	\$613,000

5.0 Budget Summary

BUDGET SUMMARY			
Name of Activity: Bridge Housing			
Acquisition Costs	County ARPA Funds	City Contribution	TOTAL COST
Land			\$0
Building Acquisition			\$0
Other: taxes, title, recording			\$0
TOTAL	\$0	\$0	\$0
Construction Costs			

Construction Hard Costs- Residential			\$1,000,000
Construction Costs- Nonresidential			\$400,000
Contractor OH, Profit, and Gen. Conditions			\$280,000
Hard Costs Contingency			\$150,000
Environmental- inspection and remediation			\$20,000
Demolition			Inc. Architect
Site Planning			Inc. Const
Architect Fees (@10% of Const Hard Costs)			\$140,000
Soft Cost Contingency (@10% of soft costs)			\$36,000
TOTAL	\$1,700,000	\$328,000	\$2,026,000
Design Costs			
Engineering Fees			\$50,000
Survey, Permit, Tests			\$150,000
Accounting and Cost Certification			\$15,000
Developer's Fee			\$70,000
TOTAL	\$0	\$285,000	\$285,000

6.0 Timeline

Project Milestone	Estimated Completion Date	Comments
Site Acquisition	N/A	
Construction Loan (Closing Date)	N/A	
Partnership Closing (Closing Date)	N/A	
Permanent Loan Commitment	N/A	
Permanent Loan Closing	N/A	
Other Funds Firm Commitment	N/A	
Other Funds Firm Commitment	N/A	
Environmental Review Completion (Only if other federal funding is used in addition to funds designated in this contract).	N/A	
Authority to Use Grant Funds	4/3/2023	County funds accessible for project use
Zoning Entitlements	N/A	
Plans Submitted to Municipality	10/26/2023	2 months of developer solicitation and negotiation, 5 months of design
Civil Permits Issued	1/26/2024	5 weeks of plan/permit review, contractor to submit for permits starting after NTP issued (~10 days for approval)
Building Permits Issued	1/26/2024	5 weeks of plan/permit review, contractor to submit for permits starting after NTP issued

		(~10 days for approval)
Contractors Notice to Proceed Issued	1/15/2024	2.5 months for contractor solicitation and contract development
Construction Mobilization	1/26/2024	2 weeks of mobilization
25% Completion	4/12/2024	
50% Completion	6/28/2024	
75% Completion	9/20/2024	
Certificate of Occupancy	11/28/2024	Predecessor to beginning installation of furnishings and equipment
ARPA-Assisted Units Occupied	3/4/2025	
100% Occupancy	3/4/2025	

CITY COUNCIL REPORT

SUBJECT: Resolution 1015-0423 - Adopting the Final Development Fee Study

MEETING DATE: 4/3/2023

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

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

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.
 - Development impact fees allow the city to build quality infrastructure and improve connectivity to city amenities as the city grows.
-

PURPOSE:

City Council will consider a request to adopt Resolution 1015-0423 to adopt the Final Development Fee Study, which includes the final calculated development impact fees. The Council will take appropriate action.

BACKGROUND:

On August 22, 2022, the Land Use Assumptions (LUA) and Infrastructure Improvement Plan (IIP) were presented to Council with an overview of the service area land uses and projected growth assumptions prepared by Raftelis as well as the proposed methodology for the development fees to be calculated for eligible necessary public service categories.

On August 24, 2022, a notice of public hearing on the LUA and IIP was posted on the City's website. Copies of the documents were released and also posted on the website for inspection by interested parties.

On November 21, 2022, City Council conducted a public hearing on the proposed LUA and IIP. During the public hearing, no representatives from the development community approached Council with inquiries.

On January 9, 2023, City Council adopted Resolution 1005-0123, adopting the LUA and IIP and provided notice of intent to adopt revised development impact fees.

On January 10, 2023, the City posted Notice of Intent to Assess Development Fees on the website.

On February 27, the City held a public hearing on the Intent to Adopt Revised Development Impact Fees. During the public hearing, no representatives from the development community approached Council with

inquiries.

DISCUSSION:

The development impact fees and how those fees were calculated are included in the attached report. The final adopted fees shall not be effective for at least 75 days. The effective date of the final development impact fees will be June 17, 2023.

BUDGET IMPACT:

Approving the updated development fees enables the city to collect funds necessary to build the infrastructure associated with growth.

RECOMMENDATION:

Staff recommends City Council adopt resolution 1015-0423 Adopting the Final Development Fee Study.

Contact person for document distribution: Rob Baer, Ron Vestman

City of **AVONDALE**

Land Use Assumptions and Infrastructure
Improvements Plan for Parks/Recreation,
Fire, Police, Streets, Water, and Wastewater
Facilities

Final Report

November 23, 2022

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Introduction

Arizona Revised Statutes (ARS) §9-463.05 governs how Development Impact Fees (DIF) are calculated for municipalities in Arizona. The enabling legislation calls for three integrated products: 1) Land Use Assumptions (LUA) for at least 10 years, 2) Infrastructure Improvements Plan (IIP), and 3) Development Impact Fees (DIF). Because Arizona requires a two-phase adoption process, the LUA and IIP will be reviewed, refined, and approved before focusing on impact fees.

According to requirements of Arizona's enabling legislation, DIF may be only used for construction, acquisition or expansion of public facilities that are necessary public services. "Necessary public service" means any of the following categories of facilities that have a life expectancy of three or more years and that are owned and operated by or on behalf of the municipality.

- Water Facilities
- Wastewater Facilities
- Storm Water, Drainage, and Flood Control Facilities
- Library Facilities
- Streets Facilities
- Fire and Police Facilities
- Parks and Recreational Facilities
- Any facility that was financed before June 1, 2011 and that meets the following requirements:
 1. Impact fees were pledged to repay debt service obligations related to the construction of the facility.
 2. After August 1, 2014, any impact fees collected are used solely for the payment of principal and interest on the portion of the bonds, notes, or other debt service obligations issued before June 1, 2011 to finance construction of the facility.

Infrastructure Improvements Plan

Development fees must be calculated pursuant to an Infrastructure Improvements Plan (IIP). For each necessary public service that is the subject of a development fee, Subsection 9-463.05(E) requires the following.

- 1. A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.*
- 2. An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.*
- 3. A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.*
- 4. A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility*

expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.

5. The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.

6. The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.

7. A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section.

Qualified Professionals

Qualified professionals must prepare the LUA, IIP and DIF, using generally accepted engineering, planning, and financial practices. A qualified professional is defined as “a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person’s license, education, or experience.” Raftelis is a financial consulting firm specializing in impact fees, infrastructure funding, user fees, cost of service studies, capital improvement plans, and utility rate studies. Raftelis has over 100 professionals located in major urban areas across America. Avondale’s LUA and IIP were prepared by qualified professionals in Denver, CO.

Land Use Assumptions

The City of Avondale will use the same land use assumptions for all types of infrastructure. In addition to population and housing unit projections, the IIP and impact fees also require demographic data on nonresidential development, such as jobs and floor area. This document contains the land use assumptions for Avondale's 2022 DIF update. The LUA and IIP must be updated every five years, making short-range projections the critical time frame. The IIP is limited to ten years, thus a very long-range "build-out" analysis may not be used to derive impact fees in Arizona.

ARS §9-463.05(T)(7) defines land use assumptions as:

"Projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the General Plan of the municipality."

Raftelis prepared current demographic **estimates** and future development **projections** for both residential and nonresidential development that are used in the IIP and calculation of impact fees. Current conditions in Fiscal Year (FY) 21-22 are used to document levels-of-service provided to existing development in Avondale. Although long-range projections are necessary for planning infrastructure systems, a ten-year timeframe is critical for the LUA and IIP.

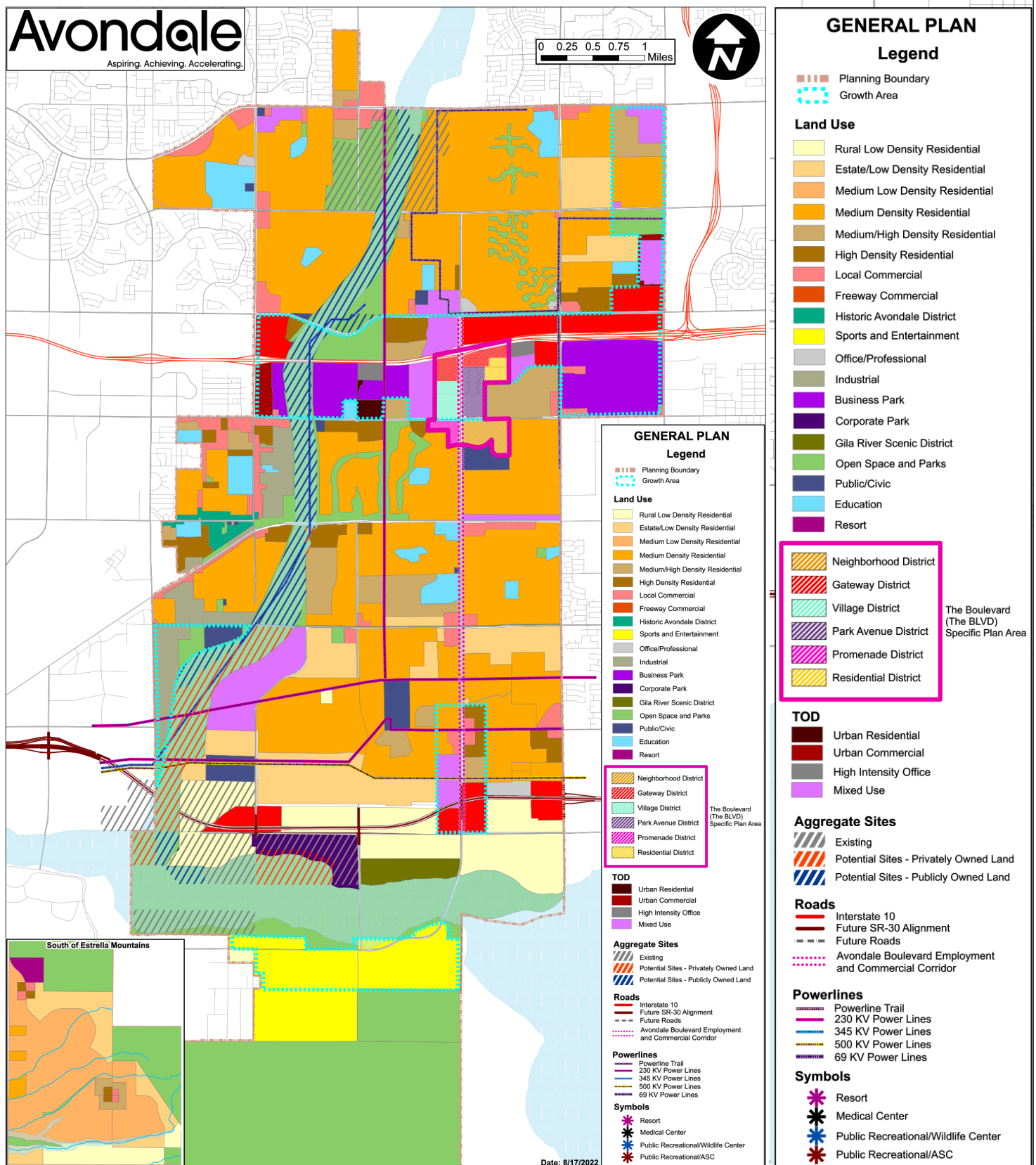
Service Area

ARS §9-463.05(T)(9) defines "service area" as:

"...Any specified area within the boundaries of a municipality in which development will be served by necessary public services or facility expansions and within which a substantial nexus exists between the necessary public services or facility expansions and the development being served as prescribed in the infrastructure improvements plan. "

The service area covered in this LUA report is north of the Estrella Mountains. Figure 1 indicates land uses, densities, and intensities of development as specified in the General Plan. The service area is defined as all land within the city limits of Avondale, as modified over time.

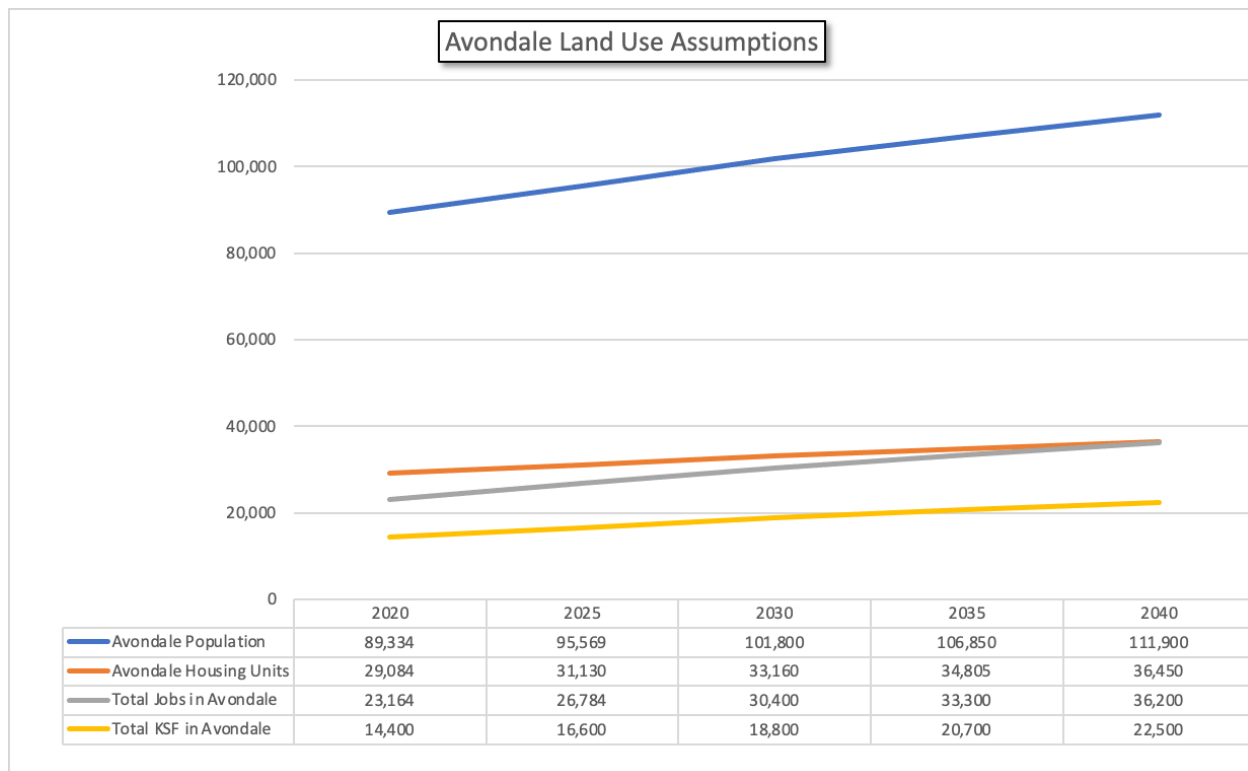
Figure 1 – Service Area Map



Summary of Growth Indicators

Service units (i.e., residents and jobs) and development units (i.e., dwellings and square feet of nonresidential floor area expressed in thousands) for 2020 through 2040 are summarized in Figure 2. These land use assumptions will be used to estimate DIF revenue and to indicate the anticipated need for growth-related infrastructure. However, DIF methodologies are designed to reduce sensitivity to accurate development projections in the determination of the proportionate-share fee amounts. If actual development is slower than projected, DIF revenues will also decline, but so will the need for growth-related infrastructure. In contrast, if development is faster than anticipated, Avondale will receive an increase in DIF revenue and will also accelerate capital improvements to keep pace with development.

Figure 2 – Chart of Projected Development



Service Units by Type of Residential Development

The U.S. Census Bureau no longer obtains detailed information using “long-form” questionnaires. Demographic data is currently collected using a continuous monthly mailing of surveys, known as the American Community Survey (ACS), which is limited by sample-size constraints. For example, data on Single Family detached housing units are now combined with attached single units (commonly known as townhouses). According to the U.S. Census Bureau, a household is a housing unit that is occupied by year-round residents. Development fees often use per capita standards and persons per housing unit, or persons per household, to derive proportionate-share fee amounts. Raftelis recommends that fees for residential development in the City of Avondale be imposed according to the number of year-round residents per housing unit. Figure 3 documents Avondale’s most recent multipliers by type of housing.

Figure 3 – Persons per Housing Unit by Units in Structure*City of Avondale*

<i>Units in Structure</i>	<i>Persons</i>	<i>Housing Units</i>	<i>Persons per Housing Unit</i>	<i>Housing Mix</i>
Single Unit (detached and attached)	70,590	21,442	3.29	77%
2+ Unit (all other residential)	15,332	6,543	2.34	23%
Subtotal	85,922	27,985	3.07	

Source: 2016-2020 ACS Tables B25024 and B25033, U.S. Census Bureau.

Service Units by Type of Nonresidential Development

In addition to data on residential development, the calculation of impact fees requires data on nonresidential development. Raftelis uses the term “jobs” to refer to employment by place of work. In Figure 4, gold shading indicates nonresidential development prototypes that will be used to allocate costs. Nonresidential development categories represent general groups of land uses that share similar average weekday vehicle trip generation rates and employment densities (i.e., jobs per thousand square feet of floor area). The prototype for future Industrial development is Warehousing (ITE land use 150). For Office/Services, General Office (ITE 710) is the prototype for future development in Avondale. The prototype for Commercial (e.g., retail and restaurants) is a Shopping Center (ITE code 820).

Figure 4 – Nonresidential Trip Rates and Jobs by Type of Development

<i>ITE Code</i>	<i>Land Use / Size</i>	<i>Demand Unit</i>	<i>Weekday Trip Ends Per Demand Unit*</i>	<i>Weekday Trip Ends Per Employee*</i>	<i>Employees Per Demand Unit</i>	<i>Square Feet Per Employee</i>
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
310	Hotel	room	7.99	14.34	0.56	N/A
320	Motel	room	3.35	25.17	0.13	N/A
520	Elementary School**	1,000 Sq Ft	19.52	21.00	0.93	1,076
530	High School**	1,000 Sq Ft	14.07	22.25	0.63	1,581
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	1,000 Sq Ft	6.75	3.31	2.04	490
710	General Office	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical/Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
820	Shopping Center	1,000 Sq Ft	37.01	17.42	2.12	471
850	Grocery/Supermarket	1,000 Sq Ft	93.84	43.86	2.14	467

* *Trip Generation*, Institute of Transportation Engineers, 11th Edition (2022).

** *Trip Generation*, Institute of Transportation Engineers, 10th Edition (2017).

Latest data on jobs in Avondale (see Figure 5) are from the Census Bureau. Each row is an industry sector, as reported by the North American Industry Classification System. Subtotals and percentages for Avondale's three types of nonresidential development are shown at the bottom of the figure.

Figure 5 – Work Area Profile

Avondale AZ

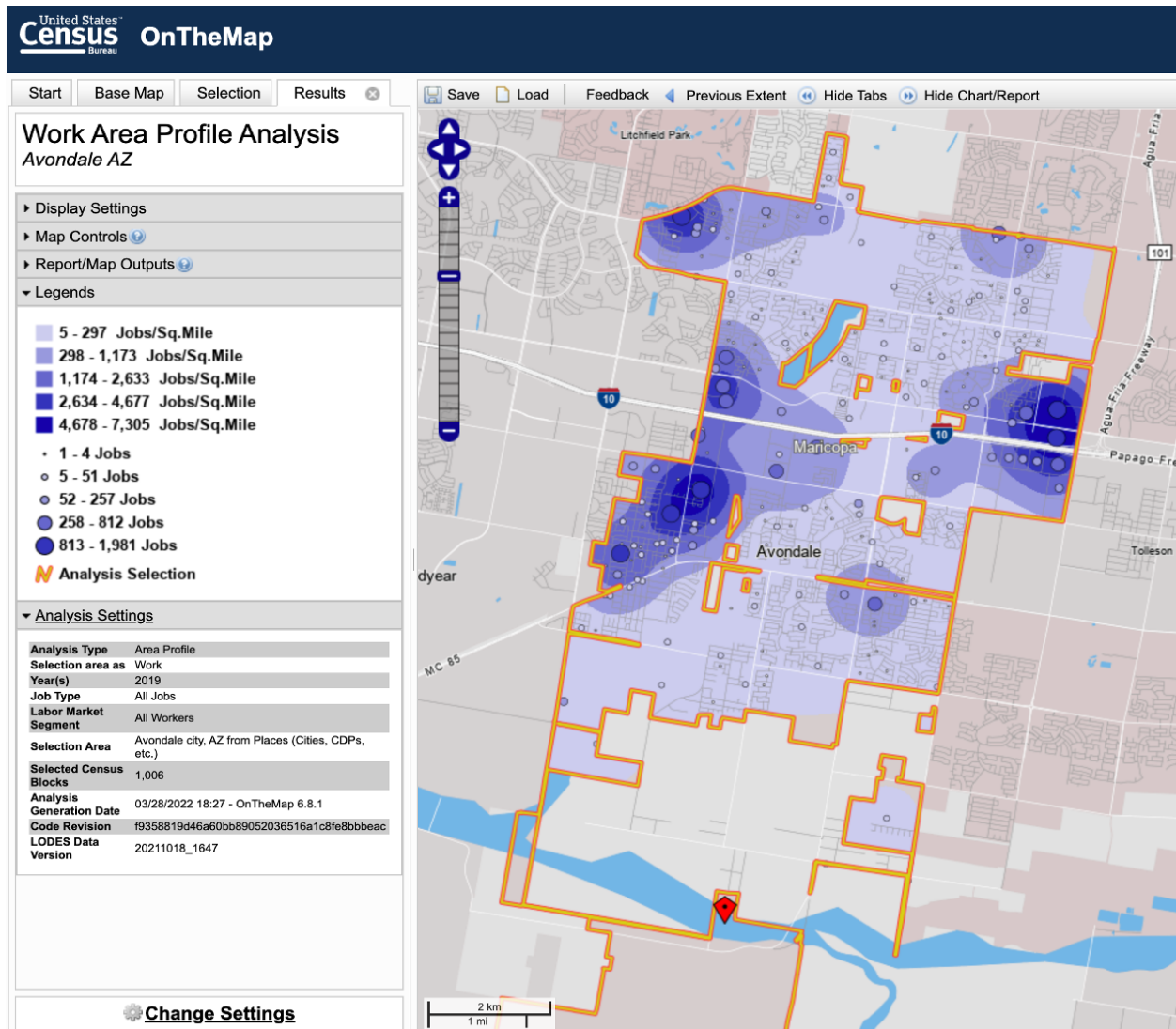
<i>Industry Classification</i>	<i>2019 Jobs</i>	<i>General Type</i>
Agriculture, Forestry, Fishing and Hunting	16	Industrial
Mining, Quarrying, and Oil and Gas Extraction	0	Industrial
Utilities	127	Industrial
Construction	871	Industrial
Manufacturing	68	Industrial
Wholesale Trade	460	Industrial
Retail Trade	5,440	Commercial
Transportation and Warehousing	235	Industrial
Information	380	Office / Institutional
Finance and Insurance	203	Office / Institutional
Real Estate and Rental and Leasing	208	Office / Institutional
Professional, Scientific, and Technical Services	272	Office / Institutional
Management of Companies and Enterprises	16	Office / Institutional
Administration & Support, Waste Management and Remediation Services	536	Office / Institutional
Educational Services	3,399	Office / Institutional
Health Care and Social Assistance	1,285	Office / Institutional
Arts, Entertainment, and Recreation	349	Office / Institutional
Accommodation and Food Services	2,565	Commercial
Other Services (excluding Public Administration)	173	Office / Institutional
Public Administration	1	Office / Institutional

Total Jobs 16,604

Subtotals by Type of Nonresidential Development

Industrial	1,777	11%
Commercial	8,005	48%
Office / Institutional	6,822	41%
Total Jobs	16,604	100%

The map below indicates the general location and concentration of jobs within Avondale (dark blue indicates more jobs per square mile).



Detailed land use assumptions are shown in Figure 6. Population and housing units in 2020 are from the U.S. Census Bureau. Projected 2030, 2040, and 2050 population in the Avondale Municipal Planning Area (MPA) are from Maricopa Association of Governments (MAG). Jobs in the Avondale MPA for 2020, 2030, 2040, and 2050 are also from MAG. Raftelis converted jobs to nonresidential floor area using average square feet per job multipliers documented in pages 23-25 of the MAG 2019 Socioeconomic Projections. Industrial average of 1,060 square feet per job is based on manufacturing and warehousing. Commercial average of 660 square feet per job is based on retail, restaurants, and hotels. Office/Services average of 459 square feet per job is based on information, finance/insurance, and real estate. See Appendix B for supporting documentation from MAG.

Figure 6 – Detailed Land Use Assumptions

2022 LUA	<i>FY21-22</i>	<i>FY22-23</i>	<i>FY23-24</i>	<i>FY24-25</i>	<i>FY25-26</i>	<i>FY26-27</i>	<i>FY31-32</i>	<i>FY41-42</i>	<i>FY49-50</i>
Avondale AZ	<i>Base Yr</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>10</i>	<i>20</i>	<i>28</i>
	2022	2023	2024	2025	2026	2027	2032	2042	2050
Population									
Avondale Population	91,828	93,075	94,322	95,569	96,816	98,063	103,820	113,320	119,000
Housing Units									
Persons per Housing Unit	3.07	3.07	3.07	3.07	3.07	3.07	3.07	3.07	3.07
Avondale Housing Units	29,911	30,318	30,724	31,130	31,536	31,942	33,818	36,912	38,762
Jobs (place of work)									
Industrial Jobs	2,707	2,787	2,867	2,946	3,026	3,106	3,472	4,127	4,708
Commercial Jobs	11,814	12,161	12,509	12,856	13,204	13,551	15,149	18,010	20,544
Office/Services Jobs	10,091	10,388	10,685	10,981	11,278	11,575	12,940	15,383	17,548
Total Jobs in Avondale	24,612	25,336	26,060	26,784	27,508	28,232	31,560	37,520	42,800
Jobs-Housing Ratio	0.82	0.84	0.85	0.86	0.87	0.88	0.93	1.02	1.10
Nonresidential Floor Area (square feet in thousands = KSF)									
Industrial KSF	2,900	3,000	3,000	3,100	3,200	3,300	3,700	4,400	5,000
Commercial KSF	7,800	8,000	8,300	8,500	8,700	8,900	10,000	11,900	13,600
Office/Services KSF	4,600	4,800	4,900	5,000	5,200	5,300	5,900	7,100	8,000
Total KSF in Avondale	15,300	15,800	16,200	16,600	17,100	17,500	19,600	23,400	26,600
Average Square Feet per Job	622	624	622	620	622	620	621	624	621
Annual Increases in Avondale	22to23	23to24	24to25	25to26	26to27	31to32	41to42	49to50	
Population	1,247	1,247	1,247	1,247	1,247	1,010	710	710	
Housing Units	407	406	406	406	406	329	231	231	
Jobs	724	724	724	724	724	580	660	660	
Industrial KSF	100	0	100	100	100	100	100	100	
Commercial KSF	200	300	200	200	200	200	200	300	
Office/Services KSF	200	100	100	200	100	100	200	100	
Total Nonresidential KSF	500	400	400	500	400	400	500	500	

Parks/Recreation Facilities IIP

ARS § 9-463.05(T)(7)(g) defines parks and recreation facilities eligible for development fee funding.

“Neighborhood parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development. Park and recreational facilities do not include vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools.”

In the 2022 update, the City of Avondale is using two methods to derive impact fees for park and recreation facilities. First, Avondale use a cost recovery method for a General Fund loan of \$2.5 million used to construct 5.8 acres at Alamar Park. Second, Avondale will use an incremental expansion cost method for additional park improvements. Parks/recreation development fees in Avondale exclude costs to upgrade, update, improve, expand, correct or replace necessary public services to meet existing needs/usage. Avondale fees also exclude stricter safety, efficiency, environmental or regulatory standards.

Service Area

The service area for parks/recreation development fees includes the area north of the Estrella Mountains.

Proportionate Share

ARS § 9-463.05(B)(3) states the development fee shall not exceed a proportionate share of the cost of necessary public services needed to serve new development. In Avondale, parks/recreation infrastructure standards, projected needs, and development fees are based on both residential and nonresidential development. As shown in Figure PR1, Raftelis used daytime population to allocate costs. Daytime population includes estimated residents and inflow commuters in 2019 (latest year available). Potential demand days per year assume residents might use parks every day of the year, but inflow commuters will only use parks four days per week over 48 weeks per year (i.e., two weeks of vacation and two weeks of holidays). Based on cumulative demand days, residential development accounts for 92% of the demand for parks/recreation facilities, with 8% assigned to nonresidential development.

Figure PR1 – Daytime Population

Cost Allocation Factors for Parks	Residential	Nonresidential	
2019 Daytime Population	85,595	14,888	
	Residents	Inflow Commuters	
Potential Demand Days per Year	365	192	Total
Cumulative Demand Days	31,242,175	2,858,496	34,100,671
Proportionate Share	92%	8%	

Source of inflow commuters is U.S. Census Bureau, Inflow/Outflow report from OnTheMap website.

Current Use and Standards for Parks/Recreation Facilities

Avondale has determined that additional parks are necessary to accommodate future development. As shown in Figure PR2, the City's current standard is approximately 1.10 acres of improved parks per 1,000 residents and approximately 0.36 acres per 1,000 jobs. These standards exclude parks less than 1.5 acres that might not provide citywide benefit. To accommodate new development over the next ten years, Avondale will expand parks, with expenditures estimated to cost approximately \$6.72 million. According to Avondale staff, the cost factor of \$431,000 per acre for park improvements is based on recent construction of Alamar Park.

Figure PR2 – Existing Park Improvements Standards and Growth Needs

Location	Improved Acres*
Friendship Park	30.0
Festival Fields	30.0
Alamar Park**	24.2
Las Ligas Park	8.1
Donnie Hale Park	5.3
Dessie Lorenz Park	4.6
Mountain View Park	3.6
Dennis DeConcini Park	2.0
Fred Campbell Park	1.5
Total =>	109.3
Average Size (acres)	12.1

**Source: Avondale staff (excludes parks less than 1.5 acres that might not provide citywide benefit).*

*** Impact fee eligible area (30 acres) reduced to account for area constructed using loan from General Fund.*

Cost Allocation Factors for Parks		Residential	Nonresidential	
2019 Daytime Population		85,595 Residents	14,888 Inflow Commuters	
Potential Demand Days per Year		365	192	Total
Cumulative Demand Days		31,242,175	2,858,496	34,100,671
Proportionate Share		92%	8%	
2022 Service Units		91,828 Persons	24,612 Jobs	
Acres per 1,000 Service Units =>		1.0950	0.3553	

Projected Need for Park Improvements				
	Year	Population	Jobs	Improved Acres
Base	2022	91,828	24,612	109.3
Year 1	2023	93,075	25,336	110.9
Year 2	2024	94,322	26,060	112.5
Year 3	2025	95,569	26,784	114.2
Year 4	2026	96,816	27,508	115.8
Year 5	2027	98,063	28,232	117.4
Year 10	2032	103,820	31,560	124.9
Ten-Yr Increase		11,992	6,948	15.6
Total Project Cost per Acre =>				\$431,000
Growth Cost of Parks =>				\$6,724,000

Parks/Recreation Improvements

Figure PR3 lists planned parks/recreation improvements over the next ten years. Based on projected needs to accommodate growth, Avondale expects to spend approximately \$6.72 million on parks improvements over the next ten years. Improved acres may include expansion of existing parks or an additional park site. Also, the City used General Fund revenue to front-end recent, growth-related park improvements. Based on projects under construction in FY22, the Park impact fee fund has a negative balance of approximately \$2.5 million, to account for the General Fund loan.

Figure PR3 – Parks/Recreation Projects Over Ten Years

Planned Infrastructure Improvements

<i>Name/Description</i>	<i>Acreage</i>	<i>Estimated Cost</i>	<i>Growth Share</i>	<i>Growth Cost</i>
Future Park Expansion	9.8	\$4,224,000	100%	\$4,224,000
General Fund Loan Repayment		\$2,500,000	100%	\$2,500,000
Total	9.8	\$6,724,000		\$6,724,000

Fire Facilities IIP

ARS § 9-463.05(T)(7)(f) defines the fire facilities eligible for development fee funding.

“Fire and Police facilities, including all appurtenances, equipment and vehicles. Fire and Police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation.”

Fee Calculation Methodology

In the 2022 update, the City of Avondale is using the incremental expansion cost method to derive development impact fees for fire facilities. Fire impact fees in Avondale exclude costs to upgrade, update, improve, expand, correct or replace necessary public services to meet existing needs/usage and stricter safety, efficiency, environmental or regulatory standards. Fire vehicles and equipment used to provide administrative services are also excluded.

Service Area

To hasten response times, public safety responders are typically dispatched from the closest facility, with multiple locations responding as warranted. Avondale has five existing fire stations, with a dispatch system that assigns calls to secondary responders, if needed. Therefore, all developed areas within the City of Avondale are served by an integrated public safety system. Avondale’s service area for fire impact fees includes the area North of the Estrella Mountains, as discussed previously in the section on Land Use Assumptions.

Proportionate Share

ARS § 9-463.05(B)(3) states the development fee shall not exceed a proportionate share of the cost of necessary public services needed to serve new development. In Avondale, fire infrastructure standards, projected needs, and development fees are based on both residential and nonresidential development. As stated in ARS §9.463.05(E)(4), impact fees must be proportionate to various types of land uses.

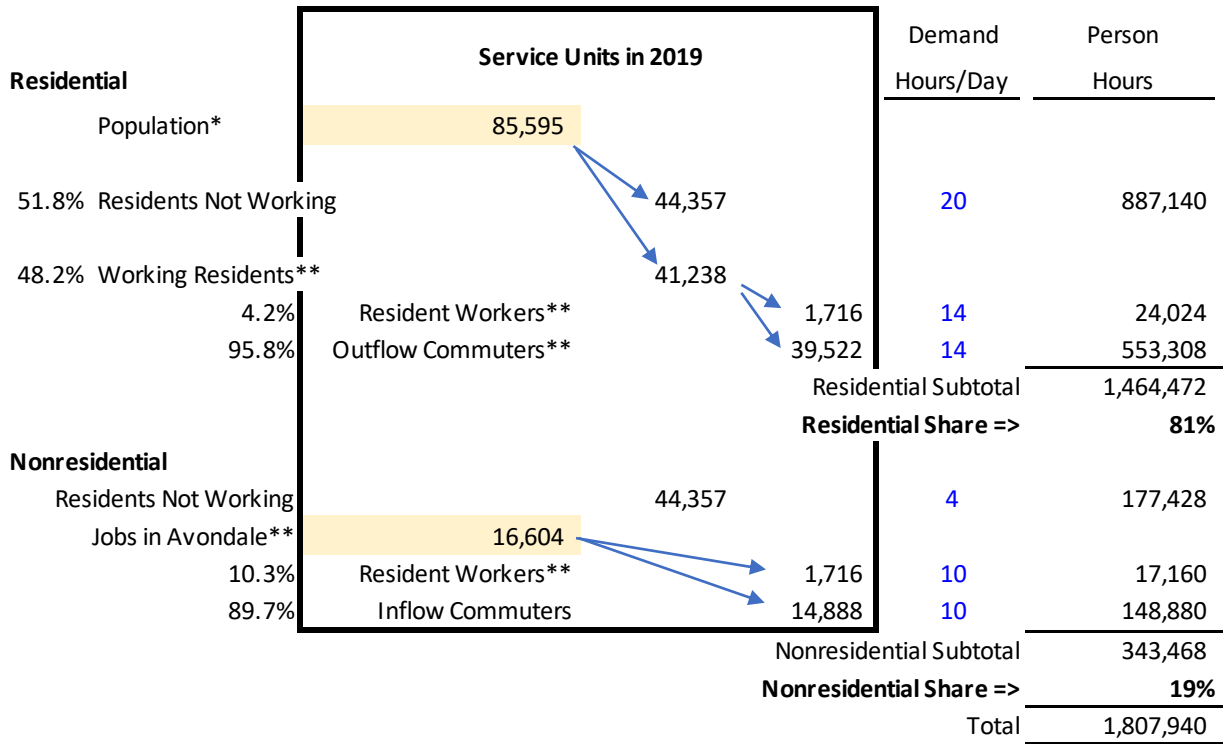
“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Given these requirements, Raftelis recommends using functional population to allocate capital costs of public safety facilities to residential and nonresidential development. In 2019, the U.S. Census Bureau’s commuting data indicates 1,716 persons lived and worked in Avondale, 39,522 outflow commuters went to work outside Avondale and 14,888 inflow commuters travel to jobs within Avondale. Functional population is like the U.S. Census Bureau’s definition of daytime population (based on people living and working in a jurisdiction), with the addition of journey-to-work data and weighting factors (i.e., demand hours per day) to account for time spent at residential and nonresidential locations. Residents who do not work are assigned 20 hours per day to residential development and 4 hours per day to nonresidential development (annualized averages for assumed time spent shopping, dining, obtaining personal services, going to school/church, etc.). Residents who work in Avondale are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents who work outside Avondale are

assigned 14 hours to residential development. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2019 population and job data for Avondale, the cost allocation for residential development is 81%, while nonresidential development accounts for 19% of the demand for infrastructure.

Figure F1 – Functional Population

Avondale AZ



* 2019 Avondale population estimate from Maricopa Association of Governments.

** 2019 Avondale Inflow/Outflow, from OnTheMap web application, U.S. Census Bureau data for all jobs.

Current Use and Available Capacity

In Avondale, fire facilities are fully utilized and there is no surplus capacity for future development. Avondale has determined that fire building space will require expansion to accommodate future development. Figure F2 inventories current fire buildings in Avondale. For residential development, population is used as the best indicator of the demand for service. For nonresidential development, Avondale will use inbound, primary vehicle trips, on an average weekday, as the service units. Figure F2 also indicates the allocation of fire building space to residential and nonresidential development. The percentages for stations 172, 174 and the Emergency Operations Center are based on approximate floor area used by fire and police personnel respectively. Current standards are 0.62 square feet of fire buildings per Avondale resident and 0.11 square feet of fire buildings per inbound, primary vehicle trip on an average weekday, to nonresidential development in Avondale.

Figure F2 – Existing Fire Buildings and Standards

<i>Building Space for Fire Functions</i>	<i>Square Feet</i>
Station 175	17,084
Station 173	16,000
Station 172 (73%)	12,391
Station 174 (60%)	10,951
Station 171	8,600
Fire Headquarters	3,000
Emergency Operations Center (50%)	2,500
Total	70,526

Data Source: Avondale Fire Department and Facilities Director.

<i>Fire Buildings Standards</i>	<i>Residential</i>	<i>Nonresidential</i>
Proportionate Share	81%	19%
Growth Indicator	<i>Population</i>	<i>Average Weekday, Inbound, Primary Vehicle Trips to Nonres Development</i>
2022 Service Units	91,828	122,675
Square Feet per Service Unit	0.62	0.11

Development fees will be used to expand the fleet of fire vehicles and purchase additional equipment that has a useful life of at least three years. Figure F3 lists fire vehicles and equipment currently used by the Avondale Fire Department that has an initial purchase price of at least \$23,500. Avondale currently has 37 fire vehicles, with a total value of approximately \$14.31 million. The weighted average cost factor is \$386,800 per fire vehicle.

Following the same methodology used for fire buildings, the total count of fire vehicles and equipment was allocated to residential and nonresidential development in Avondale. As shown at the bottom of Figure F3, every 1,000 persons will require Avondale to purchase 0.33 additional fire vehicles. Every 1,000 inbound, primary vehicle trips to nonresidential development, on an average weekday, requires 0.06 additional fire vehicles.

Figure F3 – Existing Fire Vehicles and Standards

<i>Fire Vehicle</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total Value</i>
FIRE TRUCK	12	\$950,000	\$11,400,000
LADDER	1	\$1,846,600	\$1,846,600
SEDAN / SUV	6	\$41,300	\$247,800
SAFETY TRAILER	1	\$101,500	\$101,500
LIGHT TRUCK	9	\$42,000	\$378,000
LARGE VAN	2	\$39,200	\$78,400
MEDIUM PICKUP	3	\$62,500	\$187,500
ATV	3	\$23,500	\$70,500
TOTAL	37		\$14,310,300
Weighted Average Cost per Vehicle =>			\$386,800

Data Source: Avondale staff.

Fire Vehicle Standards

	<i>Residential</i>	<i>Nonresidential</i>
Proportionate Share	81%	19%
Growth Indicator	<i>Population</i>	<i>Average-Weekday, Inbound, Primary Vehicle Trips to Nonres Development</i>
2022 Service Units	91,828	122,675
Vehicles per thousand Service Units	0.33	0.06

Projected Need for Fire Facilities

To accommodate new development over the next ten years, Avondale will need to add 11,240 square feet of fire buildings, at an estimated cost of approximately \$7.5 million. As shown in Figure F4, the cost factor of \$668 per square foot is based on the recent total project cost of Van Buren fire station.

Also, Avondale Fire Department will need six additional vehicles to accommodate new development over the next ten years. The expected cost of additional fire vehicles is approximately \$2.3 million.

Figure F4 – Fire Facilities Needed to Accommodate Growth**Fire Building Standards and Capital Costs**

		Buildings - Residential	0.62	Sq Ft per person
		Buildings - Nonresidential	0.11	Sq Ft per trip
		Building Cost Factor	\$668	per square foot
				Infrastructure Needed
	<i>Year</i>	<i>Population</i>	<i>Vehicle Trips to Nonresidential Dev</i>	<i>Fire Buildings (sq ft)</i>
Base	2022	91,828	122,675	70,526
Year 1	2023	93,075	126,287	71,697
Year 2	2024	94,322	130,493	72,932
Year 3	2025	95,569	133,564	74,043
Year 4	2026	96,816	137,176	75,213
Year 5	2027	98,063	140,246	76,324
Year 10	2032	103,820	157,275	81,766
<i>Ten-Yr Increase</i>		11,992	34,599	11,240
Growth Cost of Fire Buildings =>				\$7,508,000

Fire Vehicle Standards and Capital Costs

		Vehicles - Residential	0.33	per 1,000 persons
		Vehicles - Nonresidential	0.06	per 1,000 vehicle trips
		Average Cost	\$386,800	per vehicle
				Infrastructure Needed
	<i>Year</i>	<i>Population</i>	<i>Vehicle Trips to Nonresidential Dev</i>	<i>Fire Vehicles</i>
Base	2022	91,828	122,675	37
Year 1	2023	93,075	126,287	38
Year 2	2024	94,322	130,493	38
Year 3	2025	95,569	133,564	39
Year 4	2026	96,816	137,176	39
Year 5	2027	98,063	140,246	40
Year 10	2032	103,820	157,275	43
<i>Ten-Yr Increase</i>		11,992	34,599	6
Growth Cost of Fire Vehicleless =>				\$2,321,000

Fire Infrastructure Improvements

Fire impact fees in Avondale are based on the same level of service provided to existing development. Using impact fee funding over the next ten years, Figure F5 indicates that Avondale will construct Alamar station. This public safety building will be used for fire and police functions. The total floor area of the new building will be approximately 27,000 square feet, with approximately 19,000 square feet used by the Fire Department. The planned floor area of Alamar Station is larger than the need for additional square feet to maintain existing standards. Therefore, impact fee revenue will only fund 59% of the expected cost.

Because fire vehicles require large garages, the total project cost per square foot for fire functions is less than the cost factor for police functions. Avondale will also purchase additional fire vehicles, expected to cost approximately \$2.3 million.

Figure F5 – Ten-Year Plan for Fire Facilities

<i>Infrastructure Type</i>	<i>Infrastructure Units</i>	<i>Growth Quantity Over Ten Years</i>	<i>Cost Factor per Unit</i>	<i>IIP Cost (rounded)</i>
Fire Buildings	square feet	11,240	\$668	\$7,508,000
Fire Vehicles (3+ years of useful life)	count	6	\$386,800	\$2,321,000

Planned Infrastructure Improvements

<i>Name/Description</i>	<i>Units</i>	<i>Estimated Cost</i>	<i>Growth Share</i>	<i>Growth Cost</i>
Alamar Fire Station	19,000	\$12,692,000	59%	\$7,508,000
Alamar Station Vehicle	1	\$1,000,000	100%	\$1,000,000
Additional Fire Vehicles			100%	\$1,321,000
Total		\$13,692,000		\$9,829,000

Police Facilities IIP

ARS § 9-463.05(T)(7)(f) defines the police facilities eligible for development fee funding.

“Fire and Police facilities, including all appurtenances, equipment and vehicles. Fire and Police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation.”

Police development fees in Avondale exclude costs to upgrade, update, improve, expand, correct or replace necessary public services to meet existing needs/usage, and stricter safety, efficiency, environmental or regulatory standards. Also excluded from the Avondale development fees are police vehicles and equipment used to provide administrative services.

Service Area

All developed areas within the City of Avondale are served by an integrated public safety system. Avondale’s service area for police development fees includes the area north of the Estrella Mountains.

Proportionate Share

Based on the rationale discussed in the Fire section above, Raftelis recommends using functional population to allocate capital costs of police facilities to residential and nonresidential development. According to 2019 population and job data for Avondale, the cost allocation for residential development is 81%, while nonresidential development accounts for 19% of the demand for infrastructure.

Current Use and Available Capacity

The top of Figure P1 indicates police building space allocated to residential and nonresidential development, along with 2022 service units in Avondale. The percentages for stations 172, 174 and the Emergency Operations Center are based on approximate floor area used by fire and police personnel respectively. The standard in Avondale is 0.62 square feet of police building per resident. For nonresidential development, Avondale’s standard is 0.11 square feet of police building per inbound, primary vehicle trip on an average weekday, to nonresidential development.

Development fees will also be used to expand the fleet of police vehicles that have a useful life of at least three years. The bottom of Figure P1 lists the City’s current police vehicles and infrastructure standards. The current number of police vehicles were allocated to residential and nonresidential development in Avondale. Adding 1,000 residents will require Avondale to purchase 1.26 additional police vehicles. Every 1,000 inbound, primary, average weekday, vehicle trips to nonresidential development will require Avondale to purchase 0.22 additional police vehicles.

Figure P1 – Existing Police Infrastructure Standards

<i>Building Space for Police Functions</i>	<i>Square Feet</i>
Police Headquarters	41,100
Public Safety 174 (40%)	7,301
Public Safety 172 (27%)	4,583
Substation on Western	6,480
Jail	4,640
Brinker Substation	4,224
Emergency Operations Center (50%)	2,500
Total	70,828

Data Source: Avondale Police Department and Facilities Director.

Buildings Standards

	<i>Residential</i>	<i>Nonresidential</i>
Proportionate Share	81%	19%
Growth Indicator	<i>Population</i>	<i>Average-Weekday, Inbound, Primary Vehicle Trips to Nonres Dev</i>
2022 Service Units	91,828	122,675
Square Feet per Service Unit	0.62	0.11

<i>Police Vehicles</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total Value</i>
PATROL UNITS	82	\$70,000	\$5,740,000
NON- PATROL	47	\$38,000	\$1,786,000
MOTORCYCLES	6	\$45,000	\$270,000
TRUCKS	2	\$55,000	\$110,000
VANS	4	\$38,000	\$152,000
ARMORED TRUCKS	2	\$350,000	\$700,000
TOTAL	143		\$8,758,000

Weighted Average Cost per Vehicle => \$61,200

Data Source: Avondale Police Department.

Police Vehicle Standards

	<i>Residential</i>	<i>Nonresidential</i>
Proportionate Share	81%	19%
Growth Indicator	<i>Population</i>	<i>Average-Weekday, Inbound, Primary Vehicle Trips to Nonres Development</i>
2022 Service Units	91,828	122,675
Vehicles per thousand Service Units	1.26	0.22

To maintain existing standards over the next ten years, Avondale could justify adding 11,287 square feet of police building space. However, the planned construction of the Alamar public safety building will likely complete the Police Department's need for building space to accommodate buildout of Avondale. Therefore, the 2022 update of police impact fees caps the need for building space at 8,000 square feet.

As shown in Figure P2, the cost factor of \$998 per square foot is based on the expected cost of Police Department's portion of the Alamar public safety building. The cost factor per square foot of building space is higher for police than fire functions due to lack of large garages and the extra cost for security measures.

To maintain the current infrastructure standard over the next ten years, Avondale will need to expand the police fleet by 23 vehicles, at an estimated cost of approximately \$1.41 million. The Avondale Police Department has estimated that a new fully equipped police vehicle costs approximately \$61,200, including information technology, communications, and safety equipment.

Figure P2 – Projected Need for Police Infrastructure**Police Building Standards and Capital Costs**

		Buildings - Residential	0.62	Sq Ft per person
		Buildings - Nonresidential	0.11	Sq Ft per trip
		Building Cost Factor	\$998	per square foot
		Infrastructure Needed		
	<i>Year</i>	<i>Population</i>	<i>Vehicle Trips to Nonresidential Dev</i>	<i>Police Buildings (sq ft)</i>
Base	2022	91,828	122,675	70,828
Year 1	2023	93,075	126,287	72,003
Year 2	2024	94,322	130,493	73,244
Year 3	2025	95,569	133,564	74,359
Year 4	2026	96,816	137,176	75,535
Year 5	2027	98,063	140,246	76,651
Year 10	2032	103,820	157,275	82,115
<i>Ten-Yr Increase</i>		11,992	34,599	11,287
Growth Cost of Police Buildings =>				\$11,264,000

Police Vehicle Standards and Capital Costs

		Vehicles - Residential	1.26	per 1,000 persons
		Vehicles - Nonresidential	0.22	per 1,000 vehicle trips
		Average Cost	\$61,200	per vehicle
		Infrastructure Needed		
	<i>Year</i>	<i>Population</i>	<i>Vehicle Trips to Nonresidential Dev</i>	<i>Police Vehicles</i>
Base	2022	91,828	122,675	143
Year 1	2023	93,075	126,287	145
Year 2	2024	94,322	130,493	148
Year 3	2025	95,569	133,564	150
Year 4	2026	96,816	137,176	153
Year 5	2027	98,063	140,246	155
Year 10	2032	103,820	157,275	166
<i>Ten-Yr Increase</i>		11,992	34,599	23
Growth Cost of Police Vehicles =>				\$1,408,000

Police Infrastructure Improvements

Police impact fees in Avondale are based on the incremental expansion cost of police vehicles (i.e., maintenance of current standards) and the plan-based need for police buildings. Using impact fee funding over the next ten years, Figure P3 indicates that Avondale will expand police buildings by 8,000 square feet, which is based on the planned floor area of the combined Alamar public safety building (i.e., 27,000 total square feet) less the Fire Department's space (i.e., 19,000 square feet). Avondale will also purchase an additional 23 police vehicles over the next ten years, expected to cost approximately \$1.4 million.

Figure P3 – Ten-Year Plan for Police Facilities

<i>Infrastructure Type</i>	<i>Infrastructure Units</i>	<i>Growth Quantity Over Ten Years</i>	<i>Cost Factor per Unit</i>	<i>IIP Cost (rounded)</i>
Police Buildings	square feet	8,000	\$998	\$7,984,000
Police Vehicles (3+ years of useful life)	count	23	\$61,200	\$1,408,000

Planned Infrastructure Improvements

<i>Name/Description</i>	<i>Units</i>	<i>Estimated Cost</i>	<i>Growth Share</i>	<i>Growth Cost</i>
Alamar Police Substation	8,000	\$7,984,000	100%	\$7,984,000
Police Vehicles & Equipment			100%	\$1,408,000
Total	8,000	\$7,984,000		\$9,392,000

Street Facilities IIP

ARS § 9-463.05(T)(7)(e) defines the facilities and assets that can be included in the Street Facilities IIP.

“Street facilities located in the service area, including arterial or collector streets or roads that have been designated on an officially adopted plan of the municipality, traffic signals and rights-of-way and improvements thereon.”

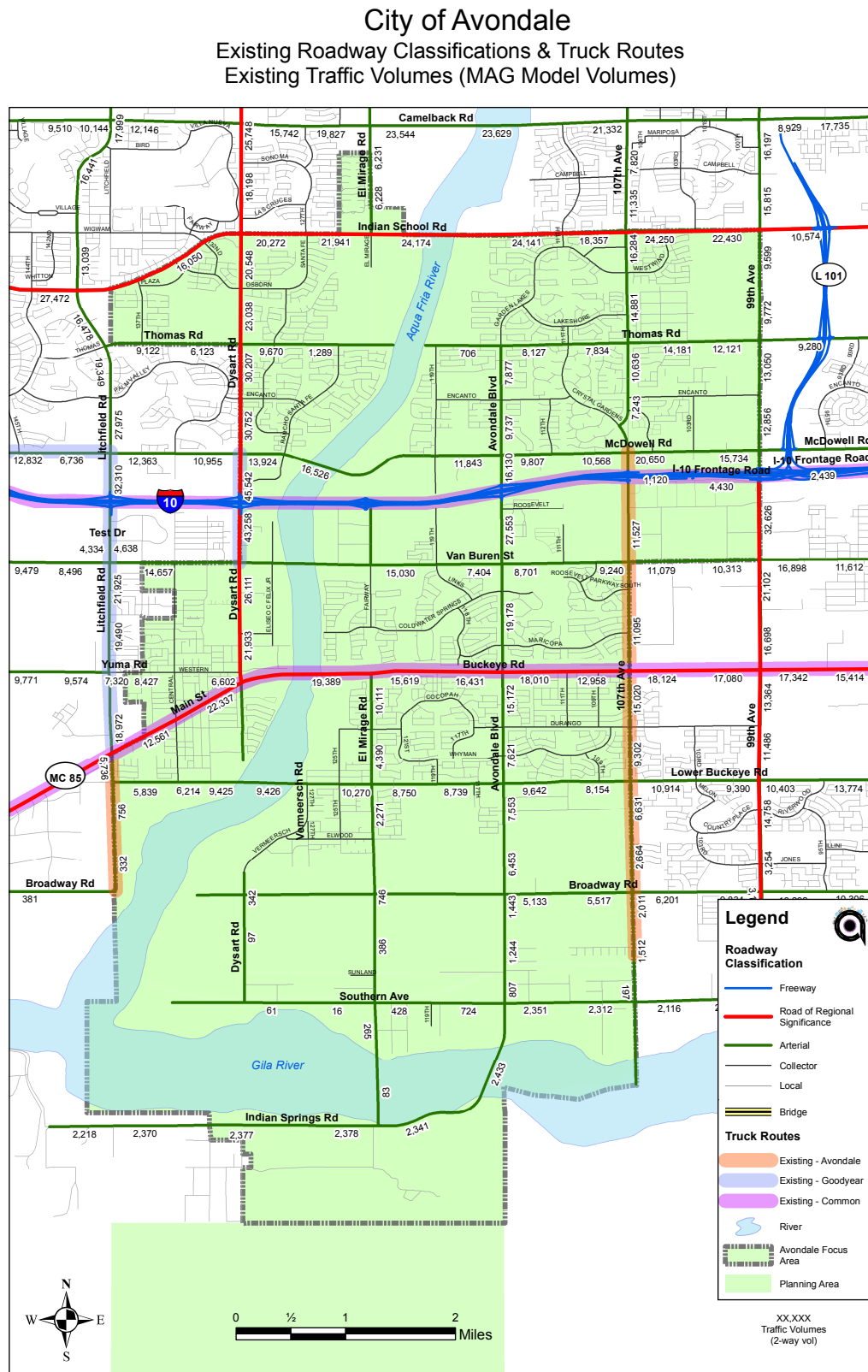
Avondale’s IIP is based on improvements to arterial streets needed to accommodate additional vehicular travel, plus the cost of preparing the LUA/IIP/DIF study required by the State of Arizona. The streets impact fee is derived from trip generation rates, trip rate adjustment factors, average trip length weighting factors, and lane capacity. Each component is described below.

Development fees in Avondale exclude costs to upgrade, update, improve, expand, correct or replace necessary public services to meet existing needs/usage and stricter safety, efficiency, environmental or regulatory standards. The service area for streets development fees includes the area north of the Estrella Mountains.

Existing Infrastructure

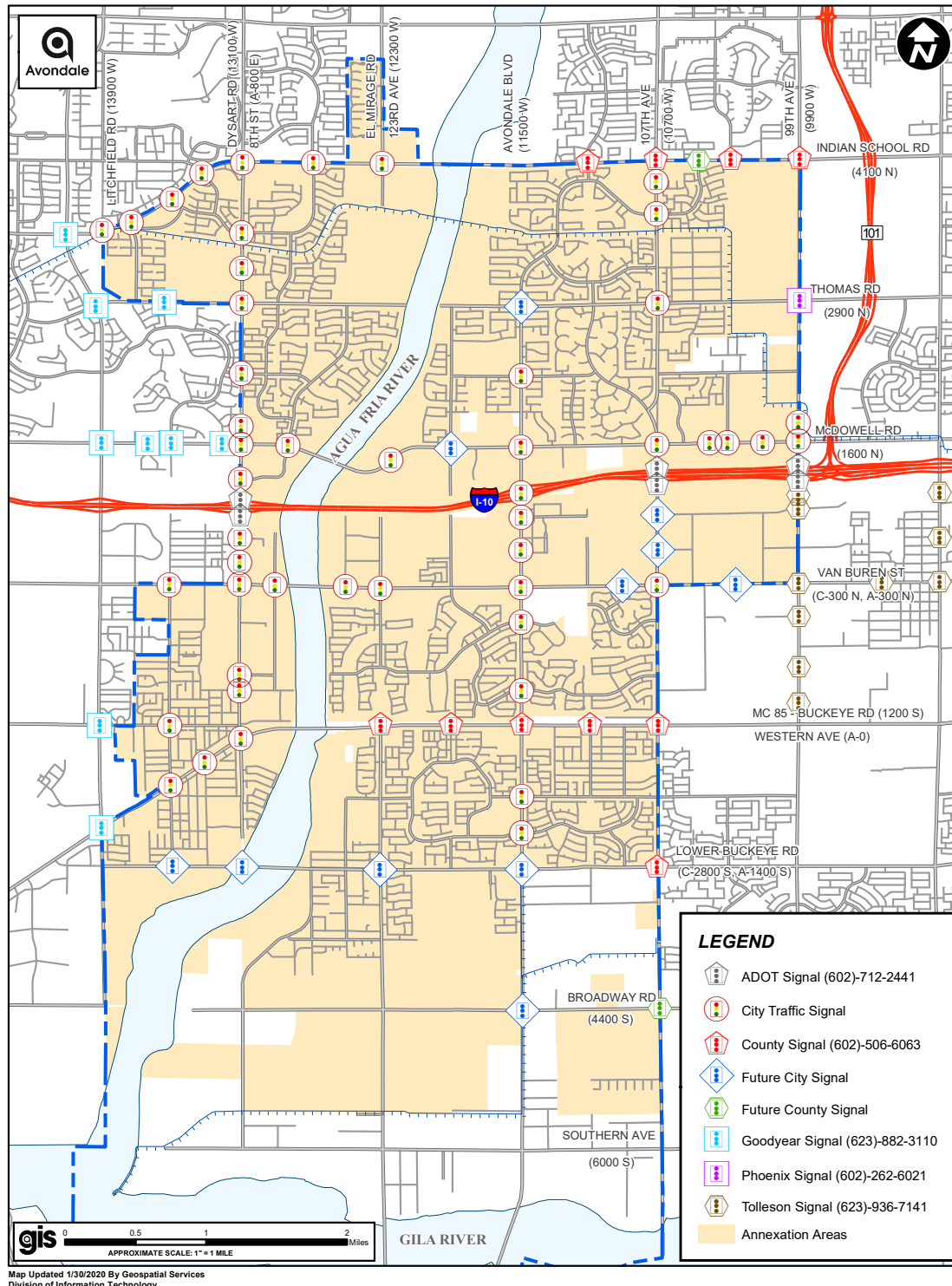
Lane miles of arterials in Avondale are mapped in Figure S1. A lane mile is a rectangular area that is one travel lane wide and a mile long. According to staff, Avondale currently has 295 arterial lane miles on streets with four or more travel lanes. All local and collector streets are project-level improvements excluded from the impact fee calculations. The City will continue to require project level improvements, such as turn lanes and signals for ingress/egress, during the development review and approval process.

Figure S1 – Arterials in Avondale



In addition to arterial lanes miles, transportation system improvements include City traffic signals and turn lanes at the intersection of an arterial with another arterial. As shown in Figure S2, there are currently 14 improved intersections (see City traffic signals in legend below) that meet the locational criteria for system improvements.

Figure S2 – Traffic Signals in Avondale



Forecast of Service Units

Avondale will use average weekday Vehicle Miles of Travel (VMT) as the service units for allocating the cost of future improvements. Raftelis created an aggregate travel model to convert development units within Avondale to vehicle trips and vehicle miles of travel. The top portion of Figure S3 summarizes the input variables for the travel model. Trip generation rates, expressed as average weekday Vehicle Trip Ends (VTE), are from the Institute of Transportation Engineers (ITE 2022). HU is an abbreviation for housing unit. KSF is an abbreviation for square feet of nonresidential floor area, expressed in thousands. Each input variable is described further below.

A typical vehicle trip, such as a person leaving their home and traveling to work, generally begins on a local street that connects to a collector street, which connects to an arterial and eventually to a state or interstate highway. This progression of travel up and down the functional classification chain limits the average trip length determination, for the purpose of development fees, to the following question, "What is the average vehicle trip length on system improvements (i.e., facilities funded by development fees)?"

As shown near the bottom of Figure S3, development in Avondale currently attracts 294,732 average weekday vehicle trips. According to the land use assumptions (shaded gold), new development over the next ten years is expected to account for 16% of total vehicle trips in 2032. In contrast, Avondale is only planning to expand arterial lane miles by three lane miles, which represents a conservative 1% expansion of arterial lane miles (i.e., $[298/295]-1$ rounded).

Figure S3 – Travel Demand Model

<i>Input Variables by Development Type</i>	<i>ITE Code</i>	<i>Weekday VTE</i>	<i>Development Unit</i>	<i>Trip Rate Adjustment</i>	<i>Trip Length Wtg Factor</i>			
Residential	210	9.43	HU	61%	1.14			
Industrial	150	1.71	KSF	50%	0.90			
Commercial	820	37.01	KSF	33%	0.75			
Office/Services	710	10.84	KSF	50%	0.90			
Average Trip Length (miles)		0.27	<= travel on system improvements to be constructed over the next ten years					
Vehicles per Lane per Day		4,600	<= existing traffic volume per lane on Avondale Blvd south of I-10					
Year->	Base	1	2	3	4	5	10	10-Year Increase
Avondale LUA	2022	2023	2024	2025	2026	2027	2032	
Residential Housing Units	29,911	30,318	30,724	31,130	31,536	31,942	33,818	3,907
Industrial KSF	2,900	3,000	3,000	3,100	3,200	3,300	3,700	800
Commercial KSF	7,800	8,000	8,300	8,500	8,700	8,900	10,000	2,200
Office/Services KSF	4,600	4,800	4,900	5,000	5,200	5,300	5,900	1,300
<i>Residential Trips</i>	172,057	174,398	176,734	179,069	181,405	183,740	194,531	
<i>Industrial Trips</i>	2,480	2,565	2,565	2,651	2,736	2,822	3,164	
<i>Commercial Trips</i>	95,264	97,706	101,370	103,813	106,256	108,698	122,133	
<i>Office/Services Trips</i>	24,932	26,016	26,558	27,100	28,184	28,726	31,978	
Total Inbound Vehicle Trips	294,732	300,686	307,227	312,633	318,580	323,986	351,806	57,073
<i>Vehicle Miles of Travel (VMT)</i>	78,911	80,411	82,003	83,369	84,867	86,233	93,148	14,237
Arterial-Arterial City Traffic Signals	14	14	15	15	15	15	17	3
Improved Intersections per 10,000 VMT	1.77	1.77	1.77	1.77	1.77	1.77	1.77	
Planned Arterial Lane Miles								3.0
Growth Share of 2032 Vehicle Trips =>								16%
Growth Cost per Lane Mile =>								\$2,500,000
Growth Cost of System Improvements Over Ten Years =>								\$7,500,000

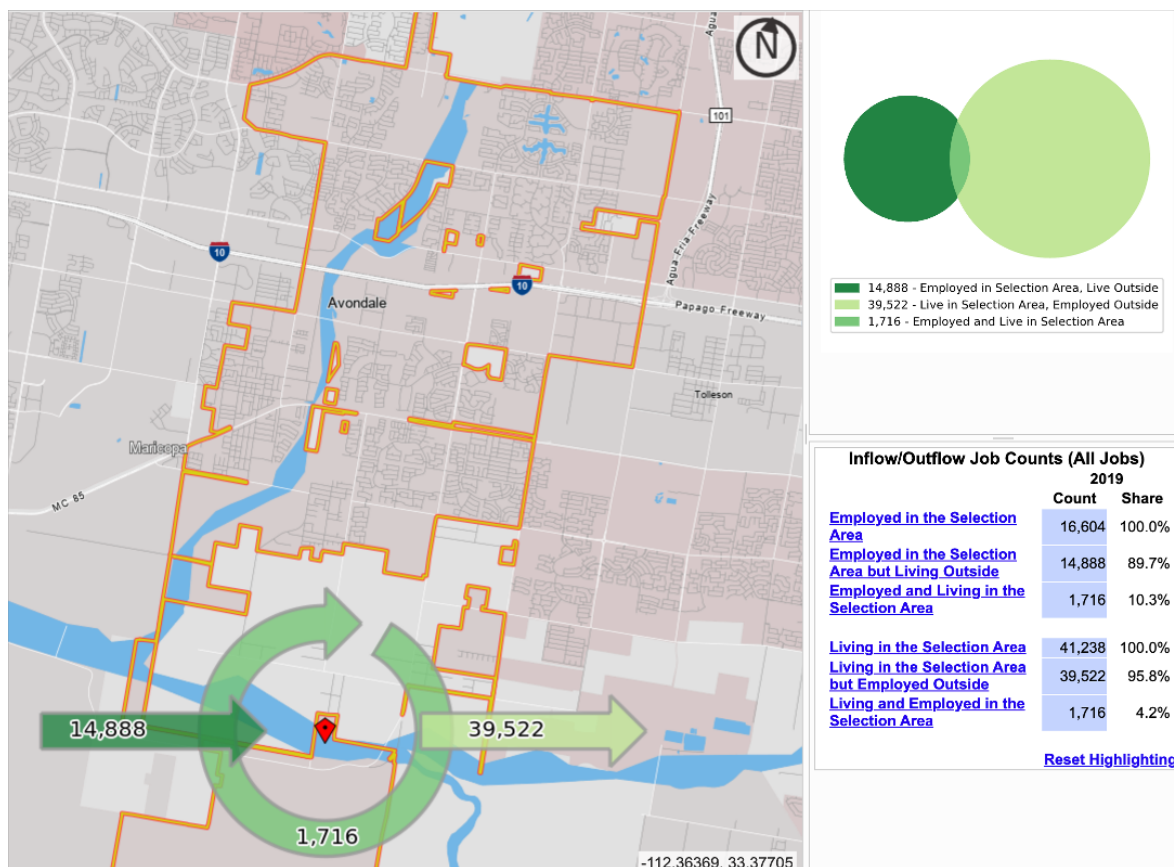
Trip Generation Rates

Avondale development fees for streets are derived using average weekday VTE. Trip generation rates are published by the Institute of Transportation Engineers (ITE 2022). A VTE represents a vehicle either entering or exiting a development (as if a traffic counter were placed across a driveway). To calculate street impact fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50%. As discussed further below, the fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for a particular type of development.

Adjustments for Commuting Patterns and Pass-By Trips

Residential development has a larger trip adjustment factor of 61% to account for commuters leaving Avondale for work. In other words, residential development is assigned all inbound trips plus 11% of outbound trips to account for job locations outside of Avondale. According to the National Household Travel Survey weekday work trips are typically 22.8% of production trips (i.e., all out-bound trips). As shown in Figure S4, the Census Bureau's website (<https://onthemap.ces.census.gov/>) indicates that approximately 95.8% of resident workers traveled outside Avondale for work in 2019. In combination, these factors ($0.50 \times 0.228 \times 0.958 = 0.11$ rounded) support the additional 11% allocation of trips to residential development.

Figure S4 – Inflow/Outflow Analysis



For commercial development, the trip adjustment factor is less than 50% because retail development attracts vehicles as they pass by on arterial roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For an average shopping center, ITE data indicate 34% of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66% of attraction trips have the shopping center as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor for an average size shopping center is 66% multiplied by 50%, or approximately 33% of the trip ends.

Trip Length Weighting Factor by Type of Land Use

The transportation impact fee methodology includes a percentage adjustment, or weighting factor, to account for trip length variation by type of land use. As shown in Figure S5, vehicle trips from residential development are approximately 114% of the average trip length. The residential trip length adjustment factor includes trips to work, social and recreational purposes, and home. Conversely, shopping trips associated with commercial development are roughly 75% of the average trip length, while other nonresidential development typically accounts for trips that are 90% of the average for all trips.

Figure S5 – Average Trip Length Weighting Factors

Trip purpose summary	Travel Day Vehicle Trip Length		Percent of Trips	Average Trip Length	Weighting Factor
	Trips	Mean Miles			
Home	205,743	9.93	Residential		
Work	92,392	11.98	Residential		
Social/Recreational	52,877	12.60	Residential		
Subtotal	351,012		Subtotal	57%	10.87
Shopping/Errands	134,048	7.08	Commercial		
Meals	43,347	7.49	Commercial		
Subtotal	177,395		Subtotal	29%	7.18
School/Daycare/Religious activity	16,288	9.11	Other		
Medical/Dental services	11,568	10.14	Other		
Transport someone	44,991	7.25	Other		
Something else	10,045	11.95	Other		
Subtotal	82,892		Subtotal	14%	8.59
All	611,299	9.55			

Source: Federal Highway Administration, 2017 National Household Travel Survey
 Tabulation created on the NHTS website at <http://nhts.oml.gov>

Lane Capacity

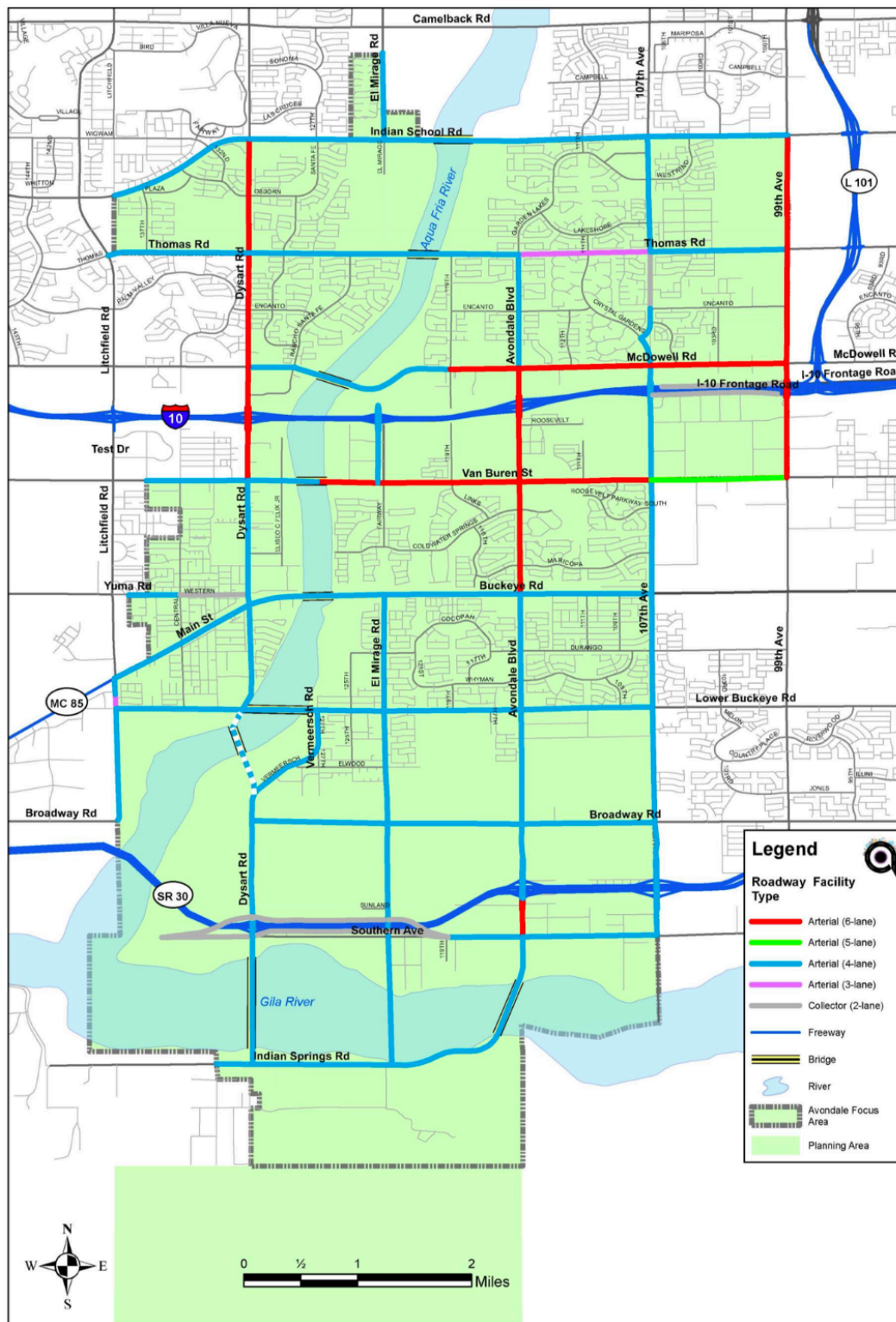
As shown in Figure S1 above, existing traffic volumes vary significantly on arterials in Avondale. For the 2022 impact fee update, the existing volume on Avondale Blvd south of I-10 (i.e., 27,553 ADT) was divided by six travel lanes to yield an average of 4,600 vehicles per lane per day (rounded).

Infrastructure Improvements Plan for Streets

The latest adopted transportation plan for Avondale is shown in Figure S6. Comparing the existing transportation network to the planned system reveals the arterial street grid is substantially complete.

Figure S6 – Avondale Transportation Plan

Figure ES-1 Recommended Street Plan



Note: Dashed Lines Indicate alternative roadway alignments subject to future studies.

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Avondale staff provided the list of improvements and planning-level cost estimates in Figure S7. The ten-year plan for street improvements will benefit citywide development because vehicles flow from larger travel sheds to congested areas where improvements are planned to eliminate bottlenecks. In the area north of I-10, Avondale will improve one arterial-arterial intersection. In the area south of I-10, Avondale will improve two intersections. To accommodate new development, Avondale will add three lane miles of arterial capacity over the next ten years. The total ten-year growth cost of system improvements is approximately \$14.39 million.

Figure S7 – Ten-Year Plan for Street Improvements

Transportation System Improvements

<i>Arterial Lane Miles</i>	<i>Cost per Lane Mile</i>	<i>IIP Costs</i>
3.0	\$2,500,000	\$7,500,000
<i>Improved Intersections</i>	<i>Avg Cost per Intersection</i>	
3	\$2,295,000	\$6,885,000

Planned Infrastructure Improvements

<i>Location/Description</i>	<i>Estimated Cost</i>	<i>Growth Share</i>	<i>Growth Cost</i>
Intersection Improvements @ Thomas & Avondale Blvd	\$800,000	100%	\$800,000
Intersection Improvements @ Lower Buckeye & Avondale Blvd	\$4,949,000	100%	\$4,949,000
Intersection Improvements @ Lower Buckeye & El Mirage	\$1,136,000	100%	\$1,136,000
Future Arterial Capacity Expansion	\$7,500,000	100%	\$7,500,000
Total	\$14,385,000		\$14,385,000

Water Utility Fees

ARS §9-463.05.T.7(a) defines the facilities and assets which can be included in the Water Facilities IIP:

“Water facilities, including the supply, transportation, treatment, purification and distribution of water, and any appurtenances for those facilities”

The City provides potable water with water supply consisting of a combination of ground water sources. The entire water system infrastructure includes water resources, wells, transmission, distribution, storage, administrative facilities, vehicles, and equipment including meters.

The calculation of the water facilities DIF was based on information provided by staff in addition to the City’s 2018 Integrated Utility Master Plan Report (IUMP). The findings presented in this section are based on a 10-year forecast, 2023 to 2032.

Fee Calculation Methodology

For this 2022 update, Raftelis used the plan-based approach. This approach is based on a forward-looking infrastructure improvements plan which considers the future projects needed to meet the future demands of the utility. The water development impact fee was calculated using the growth-share component of costs and the incremental capacity added from those facilities. Assumptions on included in the development of this fee were provided by Staff and the IUMP.

Service Area

The City’s water system serves the land areas north of the Estrella Mountains, excluding a small area in the northwest corner of the City limits. This area is served by a private water utility. The following provides an analysis of the resource and facility costs included in the IIP and DIF calculations.

Proportionate Share

ARS §9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to provide necessary public services to the development. Page 2-8, Table 2-4 from the 2018 Integrated Utility Master Plan (IUMP) shows in 2016, the City had a total of 24,561 water meters (accounts). Of these accounts, 88% of the City’s water meters were classified as residential and made up 57% of the City’s annual average water use. The City’s landscape meters made up 2% of the total number of water meters but accounted for 23% of the City’s average annual water use. The remaining water meters and annual usage is spread across several other account types.

For the purposes of this impact fee analysis, the fees are calculated on a dwelling unit basis which is defined as a residential has a demand of 450 gallons per day. The dwelling unit demand for a ¾” meter is the total residential and nonresidential demand divided by the total residential dwelling units. Page 2-10 in the 2018 IUMP indicates the City had 27,913 dwelling units in 2016.

Figure W1 shows the distribution of residential and nonresidential account types. Please note that these are aggregated in Figure W1 (e.g. residential rural and residential urban are classified under the category of residential below). The totals shown in the *Service Units and Demand by Land Use* are projected values and vary slightly from the values in Figure W1.

Figure W1 – 2016 Distribution of the Number of Meters and Demand by Land Use Type

Account Type	Number of Meters	Percent of Total	2016 Consumption <i>mg</i>	Percent of Total
Residential	21,582	87.9%	6,444,937	56.9%
Multi-Family/Apartment/Hotel	140	0.6%	609,252	5.4%
Commercial	534	2.2%	1,180,512	10.4%
Schools	59	0.2%	182,868	1.6%
Churches	42	0.2%	12,296	0.1%
Industrial	3	0.0%	9,184	0.1%
Laundromat	3	0.0%	12,556	0.1%
Mobile Home Park	19	0.1%	155,074	1.4%
Hydrant Meter	1	0.0%	7,822	0.1%
Car Wash	9	0.0%	64,088	0.6%
Sewer Only	1	0.0%	663	0.0%
Landscape Meter	554	2.3%	2,550,748	22.5%
Unclassified	1,614	6.6%	88,819	0.8%
Total	24,561	100.0%	11,318,819	100.0%

[1] 2018 IUMP, Page 2-9, Table 2.4

Existing Facilities

ARS §9-463.05 (E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS §9-463.05 (E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

The City’s integrated water system consists of major facilities to collect, treat, and distribute water to customers. Major backbone water system facilities include:

- Water production wells
- Booster pump stations
- Storage tanks
- Transmission and distribution lines

Water Production Wells (Water Sources)

Water production wells should have sufficient capacity to meet maximum day demands. In 2018, maximum day demands were be supplied by operating wells more than 18 hours per day. Figure W2

shows that the firm water supply is 17.7 mgd which is 3.2 mgd less than the 2018 maximum daily demand of 20.9 mgd.¹

Figure W2 – 2018 Existing Wells and Production Capacities

<i>Well Water Delivery System</i>	<i>Well Supply Name</i>	<i>Production Capacity mgd</i>	<i>Firm Capacity mgd</i>
Distribution System	Wells #23	1.2	1.2
Coldwater	Wells 15, 16, 25	5.3	5.3
Garden Lakes	Well 17	1.7	1.7
Gateway	Wells 8A, 24	4.0	4.0
Northside	Wells 6, 7, 20	6.3	6.3
Rancho Santa Fe	Wells 10, 11, 12, 18 and 19	12.2	12.2
Total, gpm		30.6	30.6
Resilient Supply, mgd (18 hours/day)			23.0
Firm Supply [2]			17.7
Maximum Day Demand (2018)			20.9
Surplus/(Deficiency), mgd			(3.2)

[1] A composite of tables from the 2018 IUMP, Page 4-25, Table 4.15; Page 4-7, Table 4.6

[2] If Well #16 is out, Well #15 and Well #25 will also be out of service due to blending requirements. The firm supply represents the supply with all of the Coldwater wells out of service.

Booster Pump Stations

The City has five booster pump stations and one well that pumps directly into the distribution system as shown in Figure W3. Firm pumping capacity is the design flowrate with the largest pump out of service.

Figure W3 – Existing Booster Pump Stations and Capacities

<i>Facility</i>	<i>Number of Pumps</i>	<i>Total Pumping Capacity (gpm)</i>	<i>Firm Pumping Capacity (gpm)</i>
Well 23	1	800	800
Rancho Santa Fe	4	8,400	6,200
Coldwater Springs	4	16,000	12,000
Northside	4	7,200	5,400
Gateway	4	8,000	6,000
Del Rio	3	10,000	6,000
Garden Lakes	4	6,500	4,500
Total	24	56,900	40,900
Total, mgd		82.00	59.00

[1] 2018 IUMP, Page 4.9, Table 4.7

¹ This paragraph is summarized from 2018 IUMP text on Page 4-24. The IUMP text references a firm capacity 18.6 mgd and a deficiency of 2.3 mgd. However, Table 4.15 referenced in the text indicates a firm supply of 17.7 mgd and a deficiency of 3.2 mgd.

Storage

While water production facilities are typically designed to operate at a steady rate over an extended period of time, storage reservoirs are planned to accommodate fluctuating demands. The City's water system has five active reservoir sites and one inactive reservoir site (Del Rio). The total capacity of the storage facilities including Del Rio is 15.5 mg.

The City's water system operates within three pressure zones. According to the 2018 IUMP, capacity additions will be required during the study period. However, many of the facilities have available capacity to serve near term growth. The current well production capacities are the limiting factor in meeting near and long-term growth in water demands.

Figure W4 – Existing Storage

Facility	Number of Tanks	Total Volume	Available Volume
		mg	mg
Northside	2	1.2	1.1
Gateway	1	1.0	0.8
Garden Lakes	1	2.0	1.3
Rancho Santa Fe	2	2.8	2.1
Coldwater	2	5.0	3.2
Del Rio (inactive)	1	3.5	0.0
Total	9	15.5	8.5

[1] 2018 IUMP Page 4-10, Table 4.8

Distribution System

The City maintains 320 miles of transmission and distribution lines as well as 8 pressure reducing valves (PRVs). Figure W5 shows the length of mains by pipe diameter.

Figure W5 – Existing Transmission and Distribution Lines

Diameter	Length
inches	miles
6	48.2
8	170.5
10	3.3
12	57.7
16	31.5
18	0.1
20	5.1
24	2.7
30	0.1
36	1.3
48	0.1
Total	320.60

[1] 2018 IUMP Page 4-11, Table 4.10

The 2018 IUMP provides a detailed analysis of the available system capacities based on facilities and pressure zones. The 2018 IUMP also indicates the need for additional facilities over the 10-year study to accommodate new growth. New wells with a capacity of 6.92 mgd will be required over the study period to meet these demands. In addition, new transmission and distribution mains, and upsizing of existing mains will be required.

The existing water production wells, storage, pump stations, and transmission and distribution mains have an estimated value of \$734 million. Accounting for accumulated depreciation reduces this value to approximately \$410 million. In other words, the water system's assets are about 55% depreciated in aggregate based on accounting life. This is based on the City's most recent asset records and estimating a replacement cost of facilities using the Engineering News Record Construction Cost Index (ENR-CCI).

Expansion Facility Costs

ARS §9-463.05 (E)(3) requires:

"A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable."

New infrastructure-related facilities to serve growth over the study period include water production wells, transmission and distribution mains, booster pump stations, and reservoirs. The new wells will approximately 6.92 mgd of capacity. For the purposes of DIF calculations, the added well capacity represents the total increase in capacity to the system. In other words, the unit cost of expansion facilities (wells, reservoirs, pump stations, etc.) will be based on the added well capacity. The total cost of infrastructure facilities is approximately \$25.9 million. The City is also acquiring new water resources to meet the increase in demand due to growth. New water resources total 6,882 acre-feet at a cost of approximately \$10.0 million. Figure W6 details the proposed facilities needed for growth and their anticipated costs. The project listing and costs were provided by City Staff.

Figure W6 – Expansion Facility Project Costs

Description	Total Cost	Capacity Added (mgd)	Percent Growth-Related	Growth-Related Costs
Growth-Related Infrastructure Projects				
Well #33 The BLVD Well & Transmission	\$2,880,000	1.73	100.0%	\$2,880,000
Well at 107th & Encanto - SRP Shared Well Cost in Design	455,000	1.73	100.0%	455,000
McDowell Rd 16-inch Waterline - Avondale to 99th Ave	2,650,000		25%	662,500
99th Ave Waterline - Thomas to Encanto	956,000		100%	956,000
Garden Lakes Site - 2nd Reservoir & Booster Improvements	8,358,000		100.0%	8,358,000
Future Well	2,700,000	1.73	100.0%	2,700,000
Nitrate Removal System for Coldwater Booster Station	5,545,000		100.0%	5,545,000
16-inch WL Dysart Road – Illini to Roeser	1,000,000		52.0%	520,000
16-inch WL El Mirage, Elwood to Lower Buckeye	900,000		25.0%	225,000
16-inch WL 107th – Jones to Superior	500,000		25.0%	125,000
16-inch WL 107th Ave, Superior to Lower Buckeye	700,000		25.0%	175,000
Dysart Rd. Waterline - Roeser Alignment to Southern	1,000,000		63.0%	630,000
Northside Booster Well Site - Land Purchase & DCR	75,000	1.73	100.0%	75,000
NAWS Project (Impact Fee Portion, P&I) [1]	3,682,500		100.0%	3,682,500
Total Growth-Related Projects/Expansion Capacity Share	\$31,401,500			\$26,989,000
Less: FY21 Ending Fund Balance	(\$1,134,326)			(\$1,134,326)
Net Growth-Related Projects/Expansion Capacity Share	\$30,267,174	6.92		\$25,854,674
Growth-Related Resource Projects				
		Acre-Feet		
New River-Agua Fria River Underground Storage Project (NAUSP)	\$7,200,000	6,000	100.0%	7,200,000
White Mountain Apache Tribe Water Settlement	2,800,000	882	100.0%	2,800,000
Total Growth-Related Water Resource Costs	\$10,000,000	6,882.00		\$10,000,000
Total Expansion Costs				\$35,854,674

[1] Total P&I of project reimbursed from impact fees portion of \$4,419,000 multiplied by remaining 5 mgd of the 6 mgd capacity

[2] From 2018 Utility Master Plan, page 2-10. Represents metered demand from all 3/4" meters regardless of customer class.

[3] From 2018 Utility Master Plan, page 2-13.

Service Units and Demand by Land Use

ARS §9-463.05 (E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

The development of a dwelling unit service demand incorporates historical water production data and peak day demand data. A dwelling unit represents the smallest service capacity in the system. For the purposes of this DIF, a dwelling unit demand is equivalent to the average day and maximum day demand for the City's 3/4" meters.²

Water production from 2012 through 2016 averaged 12.0 mgd and maximum day demands averaged 17.2 mgd. The 5-year peaking factor averaged 1.4. The 2018 IUMP recommends a peaking factor of 1.65 for planning purposes.³

Figure W7 – Historical Average Day and Maximum Day Demands

Year	(a) Average Day Demand mgd	(b) Maximum Day Demand mgd	(c)=(b)/(a) Maximum Day Peak Factor
2012	12.60	17.20	1.37
2013	12.20	17.10	1.40
2014	11.60	16.80	1.45
2015	12.10	16.20	1.34
2016	12.60	18.30	1.45
Average	12.22	17.12	1.40

[1] 2018 IUMP, Page 2-14, Table 2.9

Billed water consumption is based on data from the billing and water production records. The 2018 IUMP uses 2016 data as the baseline for developing their future demand projections.

Residential water DIFs are based on average day gallons per connection and assessed on a per dwelling unit basis. As shown on Figure W3, water production in 2016 was 12.6 MGD with 27,913 connections. This gives an existing allocated water demand of 450 gallons per day for a residential connection served by a 3/4" meter. From the 2018 IUMP, Page 2-3:

“The City’s TAZ data was used to estimate the number of dwelling units for each of the 2018 IUMP planning years. ...The 450 gpd/DU value is based on the number of dwelling units, which is calculated using the residential land use categories, and the total annual average production. However, because it is a composite unit water demand it includes both the residential and non-residential component of water use (including non-revenue water).”

² Dwelling unit and 3/4" equivalent unit or 3/4" meter are used synonymously throughout the water and wastewater section.

³ 2018 IUMP, Page 2-13

Figure W8 – Water Demand Unit

<i>Description</i>	<i>Values</i>
Total 2016 Water Demand , mgd [1]	12,600,000
Total 2016 Dwelling Units	27,913
Average Day Demand per Dwelling Unit, gpd	450
Maximum Day Peaking Factor	1.65
Maximum Day Demand per Dwelling Unit, gpd [2]	743

[1] 2018 IUMP, Page 2-10

[2] Rounded to nearest whole number

For residential and nonresidential connections, the water development fees are assessed by meter size. Development fees for meters greater than ¾" are multiplied by their corresponding meter capacity ratio. The meter capacity ratio represents the maximum safe allowable flow in gallons per minute for a given meter size as shown in Figure W9.

Figure W9 – Average and Maximum Day Demand by Water Meter Size

<i>Meter Size</i>	<i>Meter Capacity Ratio [1]</i>	<i>Average Day Demand</i>	<i>Maximum Day Demand</i>
<i>inches</i>		<i>gpd</i>	<i>gpd</i>
0.75	1.00	450	743
1.00	1.67	750	1,238
1.50	3.33	1,500	2,475
2.00	5.33	2,400	3,960
3.00	10.67	4,800	7,920
4.00	16.67	7,500	12,375
6.00	33.33	15,000	24,750

[1] American Water Works Association M1 Manual, Principles of Water Rates, Fees, and Charges. 7th Ed.

Projected Service Units

ARS §9-463.05 (E)(5) requires:

"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."

ARS §9-463.05 (E)(6) requires:

"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."

It is projected that there will be an additional 3,907 dwelling units added within the City by 2032. Using the maximum day water demand per DU of 743 gpd, the projected residential peak demand will increase 2.9 mgd (743 x 3,907 = 2,902,901 gpd). It is estimated that the 6.92 mgd added capacity will serve approximately 9,314 DU (6,900,000 gpd / 743 gpd per DU = 9,314 DU).

Figure W10 shows the development of the current demand projection, projected demands and the total DU added during the study period. It also shows the DU that will be served by existing available capacity

and the capacity added by the IIP. The current system operates above the firm capacity of 17.7 mgd so there is no existing available capacity to serve growth.

Figure W10 – Projected Added Dwelling Units and Water Demand Forecast

Line No	Description	Units
Current Dwelling Units and Demand		
1	Current 2022 DU	29,911
2	Demand per EDU, gpd	450
3	Current Ave Day Demand, gpd	13,459,950
4	Maximum Day Peak Factor	1.41
5	Avg Day of Maximum Month, gpd (Line 3 x Line 4)	18,960,633
6	Current Firm Capacity, gpd	17,700,000
7	Existing Capacity Available for Growth, gpd (Line 6 - Line 5)	0
Added Capacity		
8	Added DU, 2022 - 2032	3,907
9	Average Day Demand	450
10	Planning Maximum Day Factor	1.65
11	Maximum Day Demand per DU, gpd	743
12	Added System Maximum Day Demand, gpd (Line 8 x Line 11)	2,902,901
13	Additional Capacity Needed for Growth (Line 12 - Line 7)	2,902,901
14	DU Served by Existing Available Capacity (Line 7 / Line 11)	0
15	DU Served by 10-Year IIP (Line 13 / Line 11)	3,907
16	Total Added DU	3,907
17	DU Served by Full 6.92 mgd Capacity Addition	9,314

Facility Improvements

The City has plans to expand the existing supply system by 6.92 mgd through the addition of wells and distribution projects meet the future demands on the service area. The City is also securing additional 6,882 acre-feet water resources to meet future demands. This includes additional storage/recharge capacity at the New River-Agua Fria River Underground Storage Project (NAUSP) operated by Salt River Project (SRP) from the City of Chandler. This provides Avondale additional recharge capability and will alleviate the need for a water surface treatment plant. The cost of water infrastructure projects totals approximately \$27.0 million. This value is reduced by the FY 21 outstanding fund balance of \$1.1 million resulting in a net cost of \$25.9 million. The cost of the water infrastructure and water resources growth-related projects is \$35.85 million.

As discussed previously, the maximum day demand per DU is 743 gpd. The \$3.74 unit cost of capacity is multiplied by 743 gpd which totals \$2,776 for the infrastructure portion of the fee. The water resource fee is equal to the annual DU demand of 164,300 gallons multiplied by \$4.46 per gallon for a total of \$732. The total water DIF is \$3,519 which also includes the cost of the study of \$11.

Wastewater Utility Fees

ARS §9-463.05.T.7(b) defines the facilities and assets which can be included in the Wastewater Facilities IIP:

“Wastewater facilities, including collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances for those facilities”

The City provides central wastewater collection, treatment, and disposal service throughout the City limits. The following provides an analysis of the resource and facility costs included in the IIP and DIF calculations.

The calculation of the water facilities DIF was based on information provided by staff in addition to the City's 2018 Integrated Utility Master Plan Update Report (IUMP).

Fee Calculation Methodology

For this 2022 update, Raftelis used the plan-based approach. This approach is based on a forward-looking infrastructure improvements plan which considers the future projects needed to meet the future wastewater demands of the utility. The wastewater development impact fee was calculated using the growth-share component of costs and the incremental capacity added from those facilities. Assumptions on included in the development of this fee were provided by Staff and the IUMP.

Service Area

The wastewater service area includes the northern municipal planning area down to the Estrella Mountains. The service area includes sections that are served by septic systems.

Proportionate Share

ARS §9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to provide necessary public services to the development. Page 2-8, Table 2.4 from the 2018 Integrated Utility Master Plan (IUMP) shows in 2016, the City had a total of 24,561 water meters (accounts).

Raftelis assumes that the number of wastewater account types are for the most part the same as water except for landscape meters and customers with septic tanks. Raftelis estimates the 2016 account type counts was approximately 24,000 (excluding irrigation and customers on septic systems) with a total contributed wastewater flow of 5.4 mgd. Based on a water demand of 12.6 mgd, the 2016 return to sewer factor was 44%. The 2018 IUMP indicates that 46% is an appropriate return to sewer factor for planning purposes. Figure WW1 shows the return to sewer percentages for each land use type and their respective contributed wastewater volume.

Figure WW1 – 2016 Account Type Return to Sewer Factors and Contributed Volume

<i>Description</i>	<i>Return to Sewer Factor</i>	<i>Average Daily WW Flow (gpd)</i>
Rural Low Density Residential	35.0%	0
Estate/Low Density Residential	35.0%	11,000
Sports & Entertainment	45.0%	0
Medium Density Residential	40.0%	1,774,000
City Center	60.0%	93,000
Historic Avondale	50.0%	163,000
Medium – High Density Residential	50.0%	165,000
High Density Residential	60.0%	1,138,000
Urban Commercial	60.0%	144,000
Mixed Use	60.0%	351,000
Urban Residential	0.0%	0
Local Commercial	60.0%	343,000
Open Space & Parks	0.0%	0
Open Space – Irrigation	0.0%	0
Freeway Commercial	75.0%	209,000
Business Park	60.0%	263,000
Education	60.0%	244,000
Industrial	60.0%	63,000
Public / Civic	60.0%	34,000
Corporate Park	60.0%	0
Gila River Scenic District	60.0%	0
High Intensity Office	60.0%	166
Office / Professional	60.0%	13,000
Total		5,008,166
Basin No. 2 Adjustment		432,000
Net Wastewater Flow (gpd)		5,440,000
2016 Actual Average Daily WastewaterFlow at WRF		5,600,000
<i>Variance (%)</i>		<i>-3.0%</i>

[1] 2018 IUMP, Page 2.18, Table 2.13; Page 2.20, Table 2.14

Existing Facilities

ARS §9-463.05 (E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS §9-463.05 (E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Water Reclamation Facility

The City’s Water Reclamation Facility (WRF) is named the Charles M. Wolf Water Resource Center and is located on Dysart Road south of Broadway Road alignment. Wastewater is conveyed to the facility

through two interceptors (36-inch and 48-inch) that enter the facility from the east. The current treatment capacity is a maximum month average daily flow (MMADF) of 9.0 million gallons per day (mgd). State regulations require the expansion of a facility when the facility reaches 80% of rated design capacity. The functional capacity under this regulation is 7.2 MGD. The 2021 average annual daily flow to the Avondale WRF was 6.5 mgd.

Lift Stations and Force Mains

The City currently has 10 lift stations. There are nearly 6.5 miles of force mains associated with the City's lift stations, which range in size from 2 to 16 inches in diameter. Figure WW2 lists the lift stations and their firm capacity.

Figure WW2 – Existing Lift Stations and Firm Capacity

<i>Lift Station</i>	<i>Firm Capacity (gpd)</i>
4th Street	3,200
10th Street	1,150
Central	200
Donatela	350
Friendship Park	350
Fulton	140
Littleton	210
PIR	30
Riley	2,200
Whyman	200

[1] 2018 IUMP Page 5-4, Table 5.1

Gravity Sewer Mains

The City's collection system contains 235 miles of mains ranging in size from 4 to 48 inches. Both the gravity sewer lines and lift stations have sufficient capacity to meet demands over the study period.

The existing wastewater treatment plant, lift stations, and gravity sewer mains have an estimated value of \$692 million. Accounting for accumulated depreciation reduces this value to approximately \$386 million. In other words, the water system's assets are about 55% depreciated in aggregate based on accounting life. This is based on the City's most recent asset records and estimating a replacement cost of facilities using the Engineering News Record Construction Cost Index (ENR-CCI).

Expansion Facility Costs

ARS §9-463.05 (E)(3) requires:

A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.

The City's existing treatment capacity is a maximum month average daily flow (MMADF) of 9.0 mgd. As shown on Figure WW1, the 2016 average annual daily flow to the WRF is 5.6 mgd. From 2016 to 2021, the average annual daily flow increased from 5.6 mgd to 6.5 mgd. The MMADF in 2021 was 6.75 mgd.

Under existing Arizona law, only 80% of the total capacity can be used, or 7.2 mgd. The remaining capacity of 0.45 mgd of additional capacity available for growth. The City has plans for a 3.0 mgd expansion to the Avondale Water Reclaimed Facility (WRF). Also under existing Arizona law, only 80% of the total capacity can be used, giving an additional planned capacity of 2.40 mgd.

Including both the additional capacity available from the existing facility of 0.45 mgd and the planned expansion of 2.40 mgd, the City's wastewater treatment has 2.85 mgd of available wastewater capacity to serve growth. Of that 2.85 mgd capacity, 0.85 mgd will be required to serve growth over the 10-year period. The estimated cost of the additional capacity is approximately \$79.6 million.

Service Units and Demand by Land Use

ARS §9-463.05 (E)(4) requires:

"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."

The development of a dwelling unit wastewater service demand incorporates historical wastewater contributed flow data and system peak flow data. A dwelling unit represents the smallest service capacity in the system. For the purposes of this DIF, a dwelling unit demand is equivalent to the average daily flow and peak flow for the City's 3/4" meters.

Residential wastewater DIFs are based on average day gallons per dwelling unit and assessed by meter size. The existing allocated water capacity is 450 gallons per day for a residential DU served by a 3/4" meter. Contributed wastewater flow is estimated to be 46% of water usage based on the planning criteria in the 2018 IUMP. The product of the 450 gpd and 46% equals the average day flow per DU of 207 gpd. The MMADF factor of 1.05 is applied to account for maximum month flows which results in a MMADF of 218 gpd. Figure WW3 shows the calculation of the DU average ad MMADF flows.

Figure WW3 – Wastewater Demand Unit

<i>Description</i>	<i>Amount</i>
Avg Day Water Demand per DU, gpd	450
Return Factor	46%
MMADF Peaking Factor	105%
MMADF Flow per DU, gpd	218

For residential and nonresidential connections, the wastewater DIFs are assessed by water meter size. and are allocated the appropriate meter capacity for wastewater by multiplying the DU MMADF of 218 gpd by the corresponding capacity ratios provided in Figure WW4.

Figure WW4 – Meter Capacity Ratios

Meter Size	Meter Capacity Ratio [1]	MMADF
<i>inches</i>		<i>gpd</i>
0.75	1.00	218
1.00	1.67	363
1.50	3.33	727
2.00	5.33	1,163
3.00	10.67	2,325
4.00	16.67	3,633
6.00	33.33	7,267

[1] American Water Works Association M1 Manual, Principles of Water Rates, Fees, and Charges. 7th Ed.

Projected Service Units

ARS §9-463.05 (E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS §9-463.05 (E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

It is projected that there will be an additional 5,552 dwelling units built within the City by 2037. Using the MMADF per dwelling unit of 207 gpd, it is estimated that there will be an increase in projected contributed peak wastewater flow of 1.2 mgd ($218 \times 5,552 = 1,210,000$ gpd).

Figure WW5 shows the development of the current annual average daily flow projections, projected average daily and MMADF flow, and the total DU added during the study period. It also shows the DU that will be served by existing available capacity and the capacity added by the IIP. It is estimated that the 2.4 mgd capacity addition will serve approximately 11,009 DU ($2,400,000$ gpd / 218 gpd).

Figure WW5 – Projected Added Dwelling Units and Wastewater Flows Forecast

Line No	Description	Units
Current Dwelling Units and Demand		
1	Current 2022 DU	29,911
2	Demand per DU, gpd	218.00
3	Current Ave Day Demand, gpd	6,520,598
4	MMADF Peak Factor	1.04
5	Avg Day of Maximum Month, gpd (Rounded) (Line 4 x Line 3)	6,751,000
6	Current Firm Capacity, gpd	7,200,000
7	Existing Capacity Available for Growth, gpd (Line 6 - Line 5)	449,000
Added Demand [1]		
8	Added DU, 2023 - 2032	3,907
9	Average Day Demand	207
10	Planning MMADF factor	1.05
11	MMADF per DU, gpd (Line 9 x Line 10)	218
12	Added MMADF, gpd	851,726
13	Additional Capacity Needed for Growth, gpd (Line 12 - Line 7)	402,726
14	DU Served by Existing Available Capacity (Line 7 / Line 11)	2,060
15	DU Served by 10-Year IIP (Line 13 / Line 11)	1,847
16	Total Added DU	3,907
17	DU Served by Full 2.4 mgd Capacity Addition	11,009

[1] The new WWTP adds a total of 2.4 mgd of capacity.

Facility Improvements

The City has plans to expand the existing wastewater treatment plant by 3.0 mgd of which 80% (2.4 mgd) can be used under Arizona law. The total cost of the wastewater treatment plant phase 2 expansion is \$79,590,000. The existing wastewater development fund has \$6,438,870 as of the end of fiscal year 2021. The total cost of the wastewater treatment plant expansion less the existing development fund balance can be recovered through wastewater DIFs. This value divided by the additional capacity added of 2.4 mgd results in a unit cost of \$30.48 per mgd.

As discussed previously, the maximum month average daily flow per demand unit is 218 for wastewater. The \$30.48 unit cost of capacity is multiplied by the MMADF per demand unit of 218 to get a wastewater DIF per 0.75-inch meter equivalent of \$6,656. This includes \$11 for the cost of this impact fee study.

The proposed wastewater DIF is the product of the dwelling unit's maximum month average daily flow (MMADF) and the unit cost of capacity (218 gpd x \$30.48 per gpd) plus a charge of \$11 per dwelling unit for professional services. The proposed DIF totals \$6,656.

Appendix A – Forecast of Revenues

Arizona’s enabling legislation mandates a “required offset” for “excess” construction contracting excise taxes, as stated in ARS § 9-463.05(B)(12)).

The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection.

Avondale does not charge a construction excise tax at a rate higher than the rate applicable for other types of business activities. Therefore, no such offset is required.

ARS § 9-463.05(E)(7) requires:

“A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section.”

The required forecast of non-development fee revenue that might be used for growth-related improvements is shown in Figure A1. The forecast of revenues was provided by staff.

Figure A1 – Ten-Year Revenue Projections



Appendix B – MAG Socioeconomic Documentation

Pages 23-25 from MAG Socioeconomic Projections 2019 Documentation are shown below.

Industrial is based on Manufacturing and Warehousing.

INDUSTRIAL EMPLOYMENT AND DEVELOPMENT BY INDUSTRY

		FAR	Sq.Ft. per Employee
Manufacturing			
311	Food Manufacturing	0.26	460
312	Beverage and Tobacco Product Manufacturing	0.37	761
314-			
323	Textiles/Wood Products/Printing	0.31	717
324-			
326	Petroleum/Pharmaceuticals/Plastics	0.28	596
327	Concrete/Concrete Products/Stone	0.08	580
331-			
332	Steel/Fabricated Metals/Machine Shops	0.30	549
333	Machinery Manufacturing	0.37	308
334	Computer and Electronic Product Manufacturing	0.33	428
	Electrical Equipment, Appliance, and Component		
335	Manufacturing	0.35	697
336	Transportation Equipment Manufacturing	0.13	363
337	Furniture and Related Product Manufacturing	0.37	789
339	Miscellaneous Manufacturing	0.26	520
	Total	0.25	495
Warehouse			
423	Merchant Wholesalers, Durable Goods	0.29	514
424	Merchant Wholesalers, Nondurable Goods	0.32	735
484	General Freight Trucking	0.11	191
493	Warehousing and Storage	0.33	1,625

Commercial is based on Retail, Restaurants, and Hotels.

RETAIL EMPLOYMENT AND DEVELOPMENT BY INDUSTRY

		FAR	Sq.Ft. per Employee
Retail			
441	Motor Vehicle and Parts Dealers	0.18	379
441	Recreational Vehicle Dealers	0.10	754
441	Automotive Parts and Accessories Stores	0.26	724
442	Furniture and Home Furnishings Stores	0.31	674
443	Electronics and Appliance Stores	0.31	532
444	Building Material and Garden Equipment and Supplies Dealers	0.24	637
445	Supermarkets and Grocery Stores	0.24	454
445	Other Food and Beverage Stores	0.26	498
446	Health and Personal Care Stores	0.28	562
447	Gasoline Stations	0.10	340
448	Clothing and Clothing Accessories Stores	0.38	615
451	Sporting Goods, Hobby, Book, and Music Stores	0.27	583
452	General Merchandise Stores	0.30	741
452	Warehouse Clubs and Supercenters	0.23	566
452	All Other General Merchandise Stores	0.18	702
453	Miscellaneous Store Retailers	0.32	548
454	Nonstore Retailers	0.22	506
	Retail Total	0.25	561
Restaurants			
722	Food Service Contractors and Caterers	0.23	326
722	Drinking Places (Alcoholic Beverages)	0.27	485
722	Full-Service Restaurants	0.27	471
722	Limited-Service Restaurants	0.24	464
722	Snack and Nonalcoholic Beverage Bars	0.26	485
	Restaurant Total	0.26	463
Hotels		0.37	956

Office/Institutional is based on Information, Finance/Insurance, and Real Estate.

OFFICE EMPLOYMENT AND DEVELOPMENT BY INDUSTRY

	FAR	Sq.Ft. per Employee
Information		
511 Publishing Industries (except Internet)	0.57	390
512 Motion Picture and Sound Recording Industries	0.37	574
515 Broadcasting (except Internet)	0.36	376
517 Telecommunications	0.30	500
518 Data Processing, Hosting and Related Services	0.34	349
519 Other Information Services	0.08	478
51 Total	0.29	463
Finance & Insurance		
522 Banking	0.33	429
522 Consumer Lending	0.46	441
522 Other Lending	0.25	388
523 Investments	0.53	588
524 Insurance Carriers and Related Activities	0.55	423
52 Total	0.42	445
Real Estate and Rental and Leasing		
531 Real Estate Leasing	0.25	520
531 Real Estate Agents	0.37	390
532 Car & Truck Rental	0.08	590
532 Consular Rentals	0.33	623
532 Machinery and Equipment Rental and Leasing	0.13	485
53 Total	0.19	468

Appendix C – Impact Fee References

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RESOLUTION NO. 1015-0423

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE CITY OF AVONDALE DEVELOPMENT FEE STUDY IN COMPLIANCE WITH STATE LAW.

WHEREAS, Arizona's enabling legislation for development fees, ARIZ. REV. STAT. § 9-463.05 (the "Development Fee Statute") requires the City to produce three integrated documents prior to assessing development fees: (i) land use assumptions ("LUA"), (ii) an infrastructure improvements plan ("IIP"), and (iii) a development fee study based upon the LUA/IIP. The Development Fee Statute also requires a two-phase adoption process, whereby the LUA and IIP are reviewed, refined and adopted before the development fee study is addressed; and

WHEREAS, in accordance with the Development Fee Statute, (i) the LUA and IIP were released to the public, (ii) the City Council held a public hearing on November 21, 2022, to receive public comment on the LUA/IIP and (iii) the City Council approved Resolution 1005-0123 on January 9, 2023, adopting the LUA/IIP and giving notice of its intent to assess development fees; and

WHEREAS, in accordance with the Development Fee Statute, the City Council held a public hearing on February 27, 2023, to receive input on the document entitled Development Impact Fees for Parks/Recreation, Fire, Police, Streets, Water and Wastewater Facilities, dated November 23, 2022, prepared by Raftelis (the "Draft Development Fee Study"); and

WHEREAS, in the Draft Development Fee Study has been updated to include comments received from the public, including representatives of the development community (the updated document is referred to as the ("Final Development Fee Study")); and

WHEREAS, the City Council desires to conclude the second phase of the development fee adoption process by approving the Final Development Fee Study.

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

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

SECTION 2. The Final Development Fee Study is hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. In accordance with the Development Fee Statute, the development fees set forth in the Final Development Fee Report shall not be effective until 75 days after the date of this

Resolution.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, April 3, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1015-0423

[Final Development Impact Fee Study]

See following pages.

City of **AVONDALE**

Development Impact Fees for
Parks/Recreation, Fire, Police, Streets,
Water and Wastewater Facilities

Final Report

November 23, 2022

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Executive Summary

The City of Avondale (City) retained Raftelis to conduct a comprehensive update to the non-utility and utility system development impact fees (SDFs or fees). Fees were last updated in 2019, including a fee for library facilities being used for debt service. Since the library debt will be paid off this fiscal year, Raftelis recommends suspension of the impact fee for libraries. This report documents the service units and the calculation of the proposed fees. A companion report documents land use assumptions (LUA) and Avondale's infrastructure improvement plan (IIP). The 2022 development impact fees include:

- Park/Recreation Facilities
- Fire Facilities
- Police Facilities
- Streets Facilities
- Water Facilities
- Wastewater Facilities

Impact Fee Definition

Development fees are one-time payments used to construct system improvements needed to accommodate new development. The fees represent future development's proportionate share of infrastructure capacity. Development fees may only be used for capital improvements or debt service for growth-related infrastructure. In contrast to general taxes, development fees may not be used for operations, maintenance, replacement or correcting existing deficiencies. Arizona Revised Statute §9-463.05 (Statute) identifies the specific requirements for municipalities to assess system development fees.

Findings and Conclusions

Figure 1 summarizes the methods and cost components for each type of infrastructure included in Avondale's 2022 DIF update. Arizona's enabling legislation also requires a determination of service areas, within which a substantial nexus exists between public facilities and the development being served. A citywide service area is appropriate for Avondale's parks/recreation, police, fire, and streets facilities. The City-Wide service area is considered north of the Estrella Mountains.

Figure 1 – Development Fee Methods and Cost Components

Type of Infrastructure	Service Area	Cost Recovery (past improvements)	Incremental Expansion (current standards)	Plan-Based (future improvements)	Cost Allocation
<i>Parks and Recreation</i>	Citywide N. of Estrella Mtns.	Recoupment of General Fund Loan	Improved Parks Acreage		Daytime Population (Persons and Jobs)
<i>Fire</i>	Citywide N. of Estrella Mtns.		Fire Buildings and Apparatus		Functional Population (Persons and Vehicle Trips)
<i>Police</i>	Citywide N. of Estrella Mtns.		Police Vehicles	Police Buildings	Functional Population (Persons and Vehicle Trips)
<i>Streets</i>	Citywide N. of Estrella Mtns.		Intersection Improvements	Growth Share of Arterial Capacity Expansion	Inbound, Primary, Average Daily Vehicle Miles of Travel
<i>Water</i>	Citywide N. of Estrella Mtns.	North Avondale Water Supply		Growth Share of Backbone Facility Expansion	Average and Peak Water Demand [1]
<i>Wastewater</i>	Citywide N. of Estrella Mtns.			Growth Share of Backbone Facility Expansion	Peak Wastewater Flow
[1] Water DIF is comprised of a water resources fee and an infrastructure fee. The water resources fee is calculated using average day demand the the infrastructure fee is calculated on peak day demand.					

Proposed fees per residential dwelling are summarized in Figure 2. Residential fees per dwelling unit are provided for two types of housing. Fees for nonresidential development are listed per square foot of floor area. Proposed fees are provided for three general types of nonresidential development. Industrial includes all goods production and warehouse development. Office/Services includes business service and personal services, such as health care. Commercial (e.g., retail and restaurants) includes the uses found in a typical shopping center, plus eating/drinking places.

Figure 2 – Proposed Non-Utility Development Impact Fees

Citywide Service Area	Parks and Recreation	Fire	Police	Streets	Maximum Supportable	Current Total with Library	Increase or Decrease
<u>Residential (per dwelling)</u>							
Multifamily	\$1,207	\$1,553	\$1,485	\$1,279	\$5,524	\$3,807	\$1,717
Single Family	\$1,697	\$2,184	\$2,089	\$1,790	\$7,760	\$6,394	\$1,366
<u>Nonresidential (per square foot of floor area)</u>							
Industrial	\$0.07	\$0.04	\$0.04	\$0.21	\$0.36	\$0.45	(\$0.09)
Commercial	\$0.11	\$0.65	\$0.62	\$2.50	\$3.88	\$5.55	(\$1.67)
Office/Services	\$0.16	\$0.29	\$0.27	\$1.33	\$2.05	\$2.85	(\$0.80)

Figure 3 - Proposed Water Utility Development Impact Fees

<i>Meter Size</i>	<i>Meter Capacity Ratio [1]</i>	<i>Current Fees</i>	<i>Maximum Supportable</i>	<i>Change - \$</i>
<i>inches</i>				
0.75	1.00	\$3,822	\$3,519	(\$303)
1.00	1.67	6,383	5,865	(518)
1.50	3.33	12,728	11,730	(998)
2.00	5.33	20,372	18,768	(1,604)
3.00	10.67	40,782	37,536	(3,246)
4.00	16.67	63,715	58,650	(5,065)
6.00	33.33	127,392	117,300	(10,092)

[1] American Water Works Association M1 Manual, Principles of Water Rates, Fees, and Charges. 7th Ed.
Based on the meter's maximum allowable safe operating capacity to that of a 3/4" meter.

Figure 4 - Proposed Wastewater Utility Development Impact Fees

<i>Meter Size (inches)</i>	<i>Meter Capacity Ratio [1]</i>	<i>Current Fees</i>	<i>Maximum Supportable</i>	<i>Change - \$</i>
0.75	1.00	\$5,808	\$3,153	(\$2,655)
1.00	1.67	9,700	5,255	(4,445)
1.50	3.33	19,342	10,510	(8,832)
2.00	5.33	30,959	16,816	(14,143)
3.00	10.67	61,976	33,632	(28,344)
4.00	16.67	96,826	52,550	(44,276)
6.00	33.33	193,595	105,100	(88,495)

[1] American Water Works Association M1 Manual, Principles of Water Rates, Fees, and Charges. 7th Ed.
Based on the meter's maximum allowable safe operating capacity to that of a 3/4" meter.

Introduction

Arizona Development Impact Fees

Arizona Revised Statute §9-463.05 (Statute) identifies the specific requirements for municipalities to assess system development fees. DIFs can only be calculated and assessed for expansion-related existing or proposed improvements included in an approved IIP. The IIP must be tied to the LUA or growth projections that is tied to the service area in which fees will be enacted. The Statute also provides for strict notification, public hearing, and implementation schedules, among other provisions. This report provides an IIP and LUA for the various necessary public infrastructure to meet the demands of growth over the next 10-year period, FY 2022 – FY 2031 (LUA period).

Arizona's enabling legislation for development fees (ARS § 9-463.05) calls for three integrated products: 1) Land Use Assumptions (LUA) for at least 10 years, 2) Infrastructure Improvements Plan (IIP), and 3) Development Impact Fees (DIF). Given the State's two-phase adoption process, the LUA and IIP are being reviewed, refined, and approved before focusing on the development fees.

In contrast to many General Plans and Master Plans for specific types of infrastructure, the IIP is limited to 10 years. Another important feature in Arizona's impact fee enabling legislation is the requirement that fees must be based on the same Level-Of-Service (LOS) provided to existing development. LOS to existing development may increase, but not by means of development fees. A final highlight of the enabling legislation is specific limitations on necessary public services. For example, only 10,000 square feet of a new library may be funded with development fees.

Arizona Development Fee Enabling Legislation

Arizona Revised Statutes § 9-463.05 governs how development fees are calculated for municipalities in Arizona. During the state legislative session of 2011, Senate Bill 1525 (SB 1525) was introduced which significantly amended the development fee enabling legislation. The changes included:

- Amending existing development fee programs by January 1, 2012.
- Abandoning existing development fee programs by August 1, 2014.
- New development fee program structure revolving around Land Use Assumptions and Infrastructure Improvements Plan.
- New adoption procedures for the Land Use Assumptions, Infrastructure Improvements Plan, and development fees.
- New definitions, including "necessary public services" which specify what categories and types of infrastructure may be funded with development fees.
- Time limitations in development fee collections and expenditures.
- New requirements for credits, "grandfathering" rules, and refunds.

As documented in this report, the City of Avondale (City) has complied with Arizona's development fee enabling legislation and applicable legal precedents. Development fees are proportionate and reasonably related to the capital improvement demands of new development. Specific costs have been identified using local data and current dollars. With input from City staff, Raftelis determined demand indicators for each type of infrastructure and calculated proportionate share factors to allocate costs by type of development. This report documents the formulas and input variables used to calculate the development fees for each type of public facility. Development fee methodologies also identify the extent to which new development is entitled to various types of credits to avoid potential double payment of growth-related capital costs.

Necessary Public Services

Consistent with Arizona's development fee enabling legislation, development fees may be only used for construction, acquisition or expansion of public facilities that are necessary public services. Necessary public facilities must have a life expectancy of three or more years and be owned or operated on behalf of the municipality.

Evaluation of Credits

New development should not be required to pay twice for the cost of new facilities – once through development fees and again through other taxes or fees that are used to fund the same facilities. To avoid potential double-payment, development fees may be reduced, and such a reduction is referred to as an offset or revenue credit that is incorporated into the development fee calculation. In general, offsets are only required for funding that is dedicated for capacity-expanding improvements of the type addressed by the development fee. A municipality is not required to use general fund revenue to pay for growth-related improvements.

SB 1525 amended the “offset” provision in the state enabling act to add a mandate regarding construction contracting excise tax, as highlighted in the following provision ARS § 9-463.05(B)(12)):

The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection.

Because Avondale does not charge a construction excise tax at a rate higher than for other types of business activities, no such offset is required.

Qualified Professionals

Qualified professionals must prepare the IIP, using generally accepted engineering and planning practices. A qualified professional is defined as “a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person’s license, education, or experience.” Raftelis is a financial consulting firm specializing in the cost of growth services and user charges for utilities. Our services include development fees, infrastructure funding, user fees and cost of service studies. Since 1993, Raftelis has provided consulting services for local governments and utilities across the United States. The total cost of professional services for the 2022 update of impact fees, including all meetings with staff and elected officials, was \$149,426. The cost of professional services was allocated 10% to

parks/recreation, 9% each to police and fire, 15% to streets, 28% to water, and 29% to wastewater facilities.

Methods

In contrast to project-level improvements, development fees fund growth-related infrastructure that will benefit multiple development projects, or the entire jurisdiction (usually referred to as system improvements). There are three general methods for calculating development fees. The choice of a particular method depends primarily on the timing of infrastructure construction (past, concurrent, or future) and service characteristics of the facility type being addressed. Each method has advantages and disadvantages in a particular situation and can be used simultaneously for different cost components.

The process of calculating development impact fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, the calculation of development fees can become complicated due to many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss three basic methods for calculating development fees and how those methods can be applied.

- The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.
- The incremental expansion method documents current infrastructure standards for each type of public facility, using both quantitative and qualitative measures. With de facto standards, there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share to maintain current standards for growth-related infrastructure. Fee revenue will be used to expand or provide additional facilities, as needed to keep pace with new development.
- The plan-based method allocates costs for a specified set of improvements to a specified amount of service units. Improvements are typically identified in a facility master plan and development potential is identified by the land use assumptions. There are two options for determining the cost per service unit: 1) total cost of a public facility can be divided by total demand units (average cost approach), or 2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost approach).

Reliance on City Provided Data

During the course of this project, the City provided Raftelis with a variety of information including financial reports, planning documents, and projected capital expenditures for each fee area. Raftelis has reviewed the data for reasonableness and general representation of cost and related activities. Raftelis did not independently assess or verify the accuracy of such data – historic or projected. We have relied on this data in the formulation of our findings and recommendations, as well as in the preparation of this report. There will be differences between actual and projected data, and these differences may be significant. Therefore, we take no responsibility for the accuracy of data or projections provided by or prepared on behalf of the City, nor does Raftelis have any responsibility for updating this report for

events occurring after the date of this report. Below is a list of the major source documents used for this study:

- Maricopa Association of Government 2022 Economic Data
- Institute of Transportation Engineers Trip Generation Manual
- City of Avondale 2018 Integrated Utility Master Plan
- City of Avondale debt documents
- Infrastructure Improvement Plans by type of public facility

Legal Disclaimer

The City of Avondale retained Raftelis to conduct the DIF study. During the technical review and analysis, Raftelis relied on City data and discussions with City staff to develop the SDFs. In addition, Raftelis used industry-standard resources including data from the Maricopa Association of Governments (MAG) and the Institute of Transportation Engineers (ITE) in the development of growth projections, levels of service, and fees.

These fees have been developed in accordance with the Statute. In calculating the fees for the City, the analysis shows that the proposed fees for each service area provide the additional necessary funding needed for the indicated public services and that the fees bear a reasonable relationship to the burden imposed. If a fee-payer believes the development has a non-standard impact on the City, the fee-payer is responsible to provide written documentation to the City describing the anticipated impact and why application of the standard DIF would not bear a reasonable relationship to the burden imposed.

Parks/Recreation Facilities

ARS § 9-463.05(T)(7)(g) defines the parks and recreation facilities eligible for development fee funding.

“Neighborhood parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development. Park and recreational facilities do not include vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools.”

Input variables for parks/recreation facilities, documented in the IIP, are summarized in the upper portion of Figure PR1. The conversion of costs per service unit into a cost per development unit is also shown in the figure below. For residential development, average number of persons per housing unit provides the necessary conversion. For nonresidential development, average jobs per square foot of floor area are derived from trip generation rates by type of development, published by the Institute of Transportation Engineers (ITE 2022). Additional details on nonresidential prototypes are provided in the LUA report. Proposed development fees for parks/recreation facilities are shown in the column with light green shading.

Figure PR1 – Parks/Recreation Service Units and Fees per Development Unit**Input Variables**

<i>Infrastructure Type</i>	<i>Infrastructure Units</i>	<i>Growth Quantity Over Ten Years</i>	<i>Cost Factor per Unit</i>	<i>IIP Cost (rounded)</i>
Parks and Recreation Facilities	improved acres	9.8	\$431,000	\$4,224,000
Recoupment of General Fund Loan				\$2,500,000
Professional Services for LUA, IIP, and DIF				\$14,943
Total =>				\$6,738,943

Cost Allocation

Residential	92%			
Nonresidential	8%			
<i>Growth 2022 to 2032</i>		<i>Cost per Service Unit</i>	<i>Credit per Service Unit</i>	<i>Net Cost per Service Unit</i>
Residential (persons)	11,992	\$516	\$0	\$516
Nonresidential (jobs)	6,948	\$77	\$0	\$77

Residential Impact Fees (per housing unit) for Parks and Recreation

<i>Type</i>	<i>Persons per Housing Unit</i>	<i>Maximum Parks and Recreation Impact Fees</i>	<i>Current Fees</i>	<i>Increase or Decrease</i>
Multifamily	2.34	\$1,207	\$1,002	\$205
Single Family	3.29	\$1,697	\$1,497	\$200

Nonresidential Impact Fees (per square foot of building floor area) for Parks and Recreation

<i>Type</i>	<i>Jobs per 1,000 Square Feet</i>	<i>Maximum Parks and Recreation Impact Fees</i>	<i>Current Fees</i>	<i>Increase or Decrease</i>
Industrial	0.93	\$0.07	\$0.08	(\$0.01)
Commercial	1.51	\$0.11	\$0.54	(\$0.43)
Office/Services	2.19	\$0.16	\$0.68	(\$0.52)

Projected Revenue for Parks/Recreation Facilities

Parks/recreation development fee revenue is expected to match the growth cost of infrastructure, which has a ten-year total cost of approximately \$6.7 million (see the upper portion of Figure PR2). The figure below indicates Avondale should receive approximately \$6.7 million in development fee revenue over the next ten years, if actual development matches the land use assumptions. To the extent the rate of development either accelerates or slows down, there will be a corresponding change in the need for infrastructure and development fee revenue.

Figure PR2 – Parks/Recreation Development Fee Revenue

Parks and Recreation Growth Cost Over 10 Years **\$6,738,943**

Parks and Recreation Impact Fee Revenue

		Average Residential \$1,584 per housing unit	Industrial \$70 per 1000 Sq Ft	Commercial \$110 per 1000 Sq Ft	Office/Services \$160 per 1000 Sq Ft
Year		Housing Units	KSF	KSF	KSF
Base	2022	29,911	2,900	7,800	4,600
Year 1	2023	30,318	3,000	8,000	4,800
Year 2	2024	30,724	3,000	8,300	4,900
Year 3	2025	31,130	3,100	8,500	5,000
Year 4	2026	31,536	3,200	8,700	5,200
Year 5	2027	31,942	3,300	8,900	5,300
Year 6	2028	32,349	3,400	9,200	5,400
Year 7	2029	32,755	3,500	9,400	5,600
Year 8	2030	33,160	3,500	9,600	5,700
Year 9	2031	33,489	3,600	9,800	5,800
Year 10	2032	33,818	3,700	10,000	5,900
Ten-Yr Increase		3,907	800	2,200	1,300
Projected Revenue =>		\$6,189,000	\$56,000	\$242,000	\$208,000
Total Revenue Over 10 Years (rounded) =>					\$6,695,000

Fire Facilities

Input variables for fire facilities, documented in the IIP, are summarized in the upper portion of Figure F1. The conversion of costs per service unit into a cost per development unit is also shown in the figure below. For residential development, average number of persons per housing unit provides the necessary conversion. For nonresidential development, average weekday, inbound, primary, vehicle trips per square foot of floor area are derived from trip generation rates by type of development, published by the Institute of Transportation Engineers (ITE 2022). Additional details on nonresidential prototypes are provided in the LUA report. Proposed development fees for fire facilities are shown in the column with light orange shading.

Figure F1 – Fire Service Units and Fees per Development Unit

Input Variables

Infrastructure Type	Infrastructure Units	Growth Quantity Over Ten Years	Cost Factor per Unit	IIP Cost (rounded)
Fire Buildings	square feet	11,240	\$668	\$7,508,000
Fire Vehicles (3+ years of useful life)	count	6	\$386,800	\$2,321,000
Professional Services for LUA, IIP, and DIF				\$13,448
Total =>				\$9,842,448

Cost Allocation

Residential	81%			
Nonresidential	19%			
Growth 2022 to 2032		Cost per Service Unit	Revenue Credit per Service Unit	Net Cost per Service Unit
Residential (persons)	11,992	\$664	\$0	\$664
Nonresidential (vehicle trips)	34,599	\$54	\$0	\$54

Residential Impact Fees (per housing unit) for Fire

Type	Persons per Housing Unit	Maximum Supportable Fire Impact Fees	Current Fees	Increase or Decrease
Multifamily	2.34	\$1,553	\$519	\$1,034
Single Family	3.29	\$2,184	\$775	\$1,409

Nonresidential Impact Fees (per square foot of floor area) for Fire

Type	Avg Wkdy Veh Trip Ends per 1,000 Sq Ft	Trip Adjustment Factors	Maximum Supportable Fire Impact Fees	Current Fees	Increase or Decrease
Industrial	1.71	50%	\$0.04	\$0.05	(\$0.01)
Commercial	37.01	33%	\$0.65	\$0.78	(\$0.13)
Office/Services	10.84	50%	\$0.29	\$0.31	(\$0.02)

Projected Revenue for Fire Facilities

Fire development fee revenue is expected to match the growth cost of fire infrastructure, which has a ten-year total cost of approximately \$9.8 million (see the upper portion of Figure F2). The figure below indicates Avondale should receive approximately \$9.8 million in fire development fee revenue over the next ten years, if actual development matches the land use assumptions. To the extent the rate of development either accelerates or slows down, there will be a corresponding change in the need for infrastructure and development fee revenue.

Figure F2 – Fire Development Fee Revenue

Fire Facilities Growth Cost Over 10 Years => **\$9,842,448**

Fire Facilities Impact Fee Revenue

		Average Residential \$2,038 per housing unit	Industrial \$40 per 1000 Sq Ft	Commercial \$650 per 1000 Sq Ft	Office/Services \$290 per 1000 Sq Ft
		Housing Units	KSF	KSF	KSF
Base	2022	29,911	2,900	7,800	4,600
Year 1	2023	30,318	3,000	8,000	4,800
Year 2	2024	30,724	3,000	8,300	4,900
Year 3	2025	31,130	3,100	8,500	5,000
Year 4	2026	31,536	3,200	8,700	5,200
Year 5	2027	31,942	3,300	8,900	5,300
Year 6	2028	32,349	3,400	9,200	5,400
Year 7	2029	32,755	3,500	9,400	5,600
Year 8	2030	33,160	3,500	9,600	5,700
Year 9	2031	33,489	3,600	9,800	5,800
Year 10	2032	33,818	3,700	10,000	5,900
Ten-Yr Increase		3,907	800	2,200	1,300
Projected Revenue =>		\$7,962,000	\$32,000	\$1,430,000	\$377,000
Total Revenue Over 10 Years (rounded) =>					\$9,801,000

Police Facilities

ARS § 9-463.05(T)(7)(f) defines the police and fire facilities eligible for development fee funding.

“Fire and Police facilities, including all appurtenances, equipment and vehicles. Fire and Police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation.”

Input variables for police, as documented in the IIP, are summarized in the upper portion of Figure P1. The conversion of infrastructure costs per service unit into a cost per development unit is also shown in the figure below. For residential development, average number of persons per dwelling provides the necessary conversion. For nonresidential development, trip generation rates by type of development are from the Institute of Transportation Engineers (ITE 2022). To ensure the analysis is based on travel demand associated with nonresidential development in Avondale, trip ends (entering and exiting) are converted to inbound, primary trips, using trip adjustment factors. For Industrial and Office/Services, a basic adjustment of 50% is applied. Because commercial development attracts “pass-by” trips, the adjustment factor for commercial is only 33%, based on the average pass-by factor for shopping centers. Maximum supportable development fees for police facilities are shown in the column with blue shading.

Figure P1 – Police Service Units and Fees per Development Unit**Input Variables**

Infrastructure Type	Infrastructure Units	Growth Quantity Over Ten Years	Cost Factor per Unit	IIP Cost (rounded)
Police Buildings	square feet	8,000	\$998	\$7,984,000
Police Vehicles (3+ years of useful life)	count	23	\$61,200	\$1,408,000
Professional Services for LUA, IIP, and DIF				\$13,448
Total =>				\$9,405,448

Cost Allocation

Residential	81%			
Nonresidential	19%			
Growth 2022 to 2032		Cost per Service Unit	Revenue Credit per Service Unit	Net Cost per Service Unit
Residential (persons)	11,992	\$635	\$0	\$635
Nonresidential (vehicle trips)	34,599	\$51	\$0	\$51

Residential Impact Fees (per housing unit) for Police

Type	Persons per Housing Unit	Maximum Supportable Police Impact Fees	Current Fees	Increase or Decrease
Multifamily	2.34	\$1,485	\$557	\$928
Single Family	3.29	\$2,089	\$832	\$1,257

Nonresidential Impact Fees (per square foot of floor area) for Police

Type	Avg Wkdy Veh Trip Ends per KSF	Trip Adjustment Factors	Maximum Supportable Police Impact Fees	Current Fees	Increase or Decrease
Industrial	1.71	50%	\$0.04	\$0.06	(\$0.02)
Commercial	37.01	33%	\$0.62	\$0.83	(\$0.21)
Office/Services	10.84	50%	\$0.27	\$0.32	(\$0.05)

Projected Revenue from Police Fees

The revenue projection shown below assumes implementation of the maximum supportable police fees and that development in the service area over the next ten years is consistent with the land use assumptions. To the extent the rate of development either accelerates or slows down, there will be a corresponding change in the impact fee revenue. The police fee revenue projection in Figure P2 (\$9.4 million over ten years) approximates the growth cost of planned system improvements to be funded with development fees.

Figure P2 – Police Fee Revenue Projection

Ten-Year Need for Growth-Related Police Facilities => **\$9,405,448**

Police Impact Fee Revenue

		Average Residential \$1,949 per housing unit	Industrial \$40 per 1000 Sq Ft	Commercial \$620 per 1000 Sq Ft	Office/ Services \$270 per 1000 Sq Ft
		Housing Units	KSF	KSF	KSF
Base	2022	29,911	2,900	7,800	4,600
Year 1	2023	30,318	3,000	8,000	4,800
Year 2	2024	30,724	3,000	8,300	4,900
Year 3	2025	31,130	3,100	8,500	5,000
Year 4	2026	31,536	3,200	8,700	5,200
Year 5	2027	31,942	3,300	8,900	5,300
Year 6	2028	32,349	3,400	9,200	5,400
Year 7	2029	32,755	3,500	9,400	5,600
Year 8	2030	33,160	3,500	9,600	5,700
Year 9	2031	33,489	3,600	9,800	5,800
Year 10	2032	33,818	3,700	10,000	5,900
Ten-Yr Increase		3,907	800	2,200	1,300
Projected Revenue =>		\$7,615,000	\$32,000	\$1,364,000	\$351,000
Total Projected Revenues (rounded) =>		\$9,362,000			

Street Facilities

ARS § 9-463.05(T)(7)(e) defines the facilities and assets which can be included in the Street Facilities IIP.

“Street facilities located in the service area, including arterial or collector streets or roads that have been designated on an officially adopted plan of the municipality, traffic signals and rights-of-way and improvements thereon.”

Development Fees for Streets

Figure S1 indicates key input variables at the top, which are documented in Avondale’s LUA and IIP report. Proposed fees are equal to the Vehicle Miles of Travel (VMT) by development category multiplied by the cost factor of \$1,011 per VMT. For example, the DIF for an average single family residential unit is derived from the formula below.

$$9.43 \times 0.61 \times 1.14 \times 0.27 \times \$1011 = \$1,790 \text{ (truncated)}$$

Figure S1 – Streets Development Fee Schedule for Avondale

Input Variables	Arterial Lane Miles	Cost per Lane Mile	IIP Costs
Growth Cost of Capacity Expansion	3.0	\$2,500,000	\$7,500,000
	Improved Intersections	Avg Cost per Intersection	
	3	\$2,295,000	\$6,885,000
	Professional services for LUA, IIP, and DIF		\$22,414
	Total IIP Cost Over Ten Years		\$14,407,414
VMT Increase Over 10 Years	14,237		
Average Miles per Trip	0.27		
Growth Cost per VMT	\$1,011		

Residential (per dwelling unit) for Streets

ITE Code	Type	Avg Wkdy Veh Trip Ends per Dwelling	Trip Rate Adjustment	Trip Length Adjustment	Maximum Supportable Streets Impact Fees	Current Fees	Increase or Decrease
220	Multifamily	6.74	61%	114%	\$1,279	\$1,649	(\$370)
210	Single Family	9.43	61%	114%	\$1,790	\$3,171	(\$1,381)

Nonresidential (per square foot of floor area) for Streets

ITE Code	Type	Avg Wkdy Veh Trip Ends per 1,000 Sq Ft	Trip Rate Adjustment	Trip Length Adjustment	Maximum Supportable Streets Impact Fees	Current Fees	Increase or Decrease
150	Industrial	1.71	50%	90%	\$0.21	\$0.25	(\$0.04)
820	Commercial	37.01	33%	75%	\$2.50	\$3.31	(\$0.81)
710	Office/Services	10.84	50%	90%	\$1.33	\$1.43	(\$0.10)

Projected Revenue from Street Fees

The revenue projection shown below assumes implementation of the maximum supportable street fees and that development in the service area over the next ten years is consistent with the land use assumptions. To the extent the rate of development either accelerates or slows down, there will be a corresponding change in the impact fee revenue. The street fee revenue projection in Figure S2 of almost \$14 million over ten years, approximates the growth cost of planned system improvements to be funded with development fees.

Figure S2 – Projected Street Fee Revenue

Ten-Year Cost of Street Facilities

Growth Cost => **\$14,407,414**

Streets Impact Fee Revenue

		<i>Average-Size Residential</i>	<i>Industrial</i>	<i>Commercial</i>	<i>Office/Services</i>
		\$1,680	\$210	\$2,500	\$1,330
		per housing unit	per 1000 Sq Ft	per 1000 Sq Ft	per 1000 Sq Ft
	<i>Year</i>	<i>Hsg Units</i>	<i>KSF</i>	<i>KSF</i>	<i>KSF</i>
Base	2020	29,911	2,900	7,800	4,600
Year 1	2021	30,318	3,000	8,000	4,800
Year 2	2022	30,724	3,000	8,300	4,900
Year 3	2023	31,130	3,100	8,500	5,000
Year 4	2024	31,536	3,200	8,700	5,200
Year 5	2025	31,942	3,300	8,900	5,300
Year 6	2026	32,349	3,400	9,200	5,400
Year 7	2027	32,755	3,500	9,400	5,600
Year 8	2028	33,160	3,500	9,600	5,700
Year 9	2029	33,489	3,600	9,800	5,800
Year 10	2030	33,818	3,700	10,000	5,900
<i>10-Yr Increase</i>		3,907	800	2,200	1,300
Projected Revenue =>		\$6,564,000	\$168,000	\$5,500,000	\$1,729,000
Total Revenue (rounded) =>					\$13,961,000

Water Facilities

ARS §9-463.05.T.7(a) defines the facilities and assets which can be included in the Water Facilities IIP:

“Water facilities, including the supply, transportation, treatment, purification and distribution of water, and any appurtenances for those facilities”

The City provides potable water with water supply consisting of a combination of ground water sources. The entire water system infrastructure includes water resources, wells, transmission, distribution, storage, administrative facilities, vehicles, and equipment including meters. The City’s water system serves the land areas north of the Estrella Mountains, excluding a small area in the northwest corner of the City limits. This area is served by a private water utility. The following provides an analysis of the resource and facility costs included in the IIP and DIF calculations.

The calculation of the water facilities DIF was based on information provided by staff in addition to the City’s 2018 Integrated Utility Master Plan Report (IUMP).

Projected Service Units

ARS §9-463.05 (E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS §9-463.05 (E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

It is projected that there will be an additional 3,907 dwelling units added within the City by 2032. Using the maximum day water demand per DU of 743 gpd, the projected residential peak demand will increase 2.9 mgd ($743 \times 3,907 = 2,902,901$ gpd). It is estimated that the 6.92 mgd added capacity will serve approximately 9,314 DU ($6,900,000$ gpd / 743 gpd per DU = $9,314$ DU).

Figure W1 shows the development of the current demand projection, projected demands and the total DU added during the study period. It also shows the DU that will be served by existing available capacity and the capacity added by the IIP. The current system operates above the firm capacity of 17.7 mgd so there is no existing available capacity to serve growth.

Figure W1 – Projected Added Dwelling Units and Water Demand Forecast

Line No	Description	Units
Current Dwelling Units and Demand		
1	Current 2022 DU	29,911
2	Demand per EDU, gpd	450
3	Current Ave Day Demand, gpd	13,459,950
4	Maximum Day Peak Factor	1.41
5	Avg Day of Maximum Month, gpd (Line 3 x Line 4)	18,960,633
6	Current Firm Capacity, gpd	17,700,000
7	Existing Capacity Available for Growth, gpd (Line 6 - Line 5)	0
Added Capacity		
8	Added DU, 2022 - 2032	3,907
9	Average Day Demand	450
10	Planning Maximum Day Factor	1.65
11	Maximum Day Demand per DU, gpd	743
12	Added System Maximum Day Demand, gpd (Line 8 x Line 11)	2,902,901
13	Additional Capacity Needed for Growth (Line 12 - Line 7)	2,902,901
14	DU Served by Existing Available Capacity (Line 7 / Line 11)	0
15	DU Served by 10-Year IIP (Line 13 / Line 11)	3,907
16	Total Added DU	3,907
17	DU Served by Full 6.92 mgd Capacity Addition	9,314

Development Fees for Water Facilities

The proposed water development impact fee (DIF) consists of an infrastructure component and a resources component. The only difference between these two components is the measurement of capacity. Infrastructure projects are stated in peak day gallons per day while the resource projects are stated in terms of annual demand or acre-feet. The two fees are calculated separately but are combined into one fee. The equations below illustrate the differences.

$$\frac{\text{Infrastructure Projects}}{\text{Added Well Capacity (gpd)}} \times 3/4" \text{ Equiv Peak Demand (gpd)} = \text{Infrastructure DIF}$$

$$\frac{\text{Water Resource Projects}}{\text{Added Supply (Acre - Feet)}} \times 3/4" \text{ Equiv. Average Day Demand (AF)} = \text{Resources DIF}$$

$$\text{Infrastructure DIF} + \text{Resources DIF} = \text{Total Water DIF}$$

Total added well capacity was used as the basis for determining the unit cost of capacity. The ¾" equivalent demands are analyzed using the same unit measurements as the unit cost of capacity calculation. This is to maintain the rational nexus between the cost of facilities and the cost to serve a new customer. For example, if the unit cost of treatment facilities is measured using design peak day demand parameter in gallons per day (gpd), then the new customer demands should also be measured in peak day gpd to calculate the fee.

Infrastructure project costs total approximately \$27.0 million. Included in this total is the DIF-related costs associated North Avondale Water Supply Project (NAWS) of \$4,419,000. The \$4,419,000 is the sum of the total principal and interest costs of the project. This project has a capacity of 6 million gallons per day (mgd) with 1 mgd currently in use. Therefore, the principal and interest payments included in the fee are reduced to 5/6 of the total value. This represents the remaining value of capacity for growth. The infrastructure costs are decreased by the FY21 beginning balance of \$1.1 million. Net infrastructure costs total \$25.9 million. The City will be securing an additional 6,882 acre-feet of water resources to meet future demand. This includes additional storage/recharge capacity at the New River-Agua Fria River Underground Storage Project (NAUSP) operated by Salt River Project (SRP) from the City of Chandler. This provides Avondale additional recharge capability and will alleviate the need for a water surface treatment plant. The water resource projects total \$10.0 million. Figure W2 details the water DIF calculation.

Figure W2 – Calculation of Water Development Impact Fee

Description	Total Cost	Capacity Added (mgd)	Percent Growth-Related	Growth-Related Costs
Growth-Related Infrastructure Projects				
Well #33 The BLVD Well & Transmission	\$2,880,000	1.73	100.0%	\$2,880,000
Well at 107th & Encanto - SRP Shared Well Cost in Design	455,000	1.73	100.0%	455,000
McDowell Rd 16-inch Waterline - Avondale to 99th Ave	2,650,000		25%	662,500
99th Ave Waterline - Thomas to Encanto	956,000		100%	956,000
Garden Lakes Site - 2nd Reservoir & Booster Improvements	8,358,000		100.0%	8,358,000
Future Well	2,700,000	1.73	100.0%	2,700,000
Nitrate Removal System for Coldwater Booster Station	5,545,000		100.0%	5,545,000
16-inch WL Dysart Road – Illini to Roeser	1,000,000		52.0%	520,000
16-inch WL El Mirage, Elwood to Lower Buckeye	900,000		25.0%	225,000
16-inch WL 107th – Jones to Superior	500,000		25.0%	125,000
16-inch WL 107th Ave, Superior to Lower Buckeye	700,000		25.0%	175,000
Dysart Rd. Waterline - Roeser Alignment to Southern	1,000,000		63.0%	630,000
Northside Booster Well Site - Land Purchase & DCR	75,000	1.73	100.0%	75,000
NAWS Project (Impact Fee Portion, P&I) [1]	3,682,500		100.0%	3,682,500
Total Growth-Related Projects/Expansion Capacity Share	\$31,401,500			\$26,989,000
Less: FY21 Ending Fund Balance	(\$1,134,326)			(\$1,134,326)
Net Growth-Related Projects/Expansion Capacity Share	\$30,267,174			\$25,854,674
10-Year Capacity Added, mgd		6.92		
Unit Cost of Capacity, \$ per gpd				\$3.74
Average Day Water Demand 3/4" Meter, gpd [2]		450.00		
Maximum Day Peaking Factor [3]		1.65		
Peak Demand, gpd		743		
Water Infrastructure Development Fee				\$2,776
Growth-Related Resource Projects				
		Acre-Feet		
New River-Agua Fria River Underground Storage Project (NAUSP)	\$7,200,000	6,000	100.0%	7,200,000
White Mountain Apache Tribe Water Settlement	2,800,000	882	100.0%	2,800,000
Total Growth-Related Projects/Expansion Capacity Share	\$10,000,000			\$10,000,000
10-Year Capacity Added, Acre-Feet		6,882		
10-Year Capacity Added, thousand gallons		2,242,507		
Unit Cost of Capacity, \$ per 1,000 gallons				\$4.46
Annual Water Demand, 1,000 gallons		164.3		
Water Resources Development Fee				\$732
Plus: Cost of Professional Services, \$ per 3/4" Equivalent				\$11
Water Development Fee, \$ per 3/4" Equivalent				\$3,519
Existing Fee				\$3,822
Difference - %				(\$303)

[1] Total P&I of project reimbursed from impact fees portion of \$4,419,000 multiplied by remaining 5 mgd of the 6 mgd capacity

[2] From 2018 Utility Master Plan, page 2-10. Represents metered demand from all 3/4" meters regardless of customer class.

[3] From 2018 Utility Master Plan, page 2-13.

Water DIFs are assessed by meter size and increase based on the AWWA 3/4-inch meter capacity relationships. One DU is equated to a 3/4-inch meter, which is the smallest and most common meter size available. Figure W3 shows the calculated fees by meter size using AWWA equivalent ratios and are the same as the City's existing equivalent ratios.

Table W3 – Comparison of Current and Maximum Supportable Water DIFs

Meter Size <i>inches</i>	Meter Capacity Ratio [1]	Current Fees	Maximum Supportable	Change - \$
0.75	1.00	\$3,822	\$3,519	(\$303)
1.00	1.67	6,383	5,865	(518)
1.50	3.33	12,728	11,730	(998)
2.00	5.33	20,372	18,768	(1,604)
3.00	10.67	40,782	37,536	(3,246)
4.00	16.67	63,715	58,650	(5,065)
6.00	33.33	127,392	117,300	(10,092)

[1] American Water Works Association M1 Manual, Principles of Water Rates, Fees, and Charges. 7th Ed.
Based on the meter's maximum allowable safe operating capacity to that of a 3/4" meter.

Projected Revenue from Water Facilities Fees

The revenue projection shown below assumes implementation of the maximum supportable water facility fees and that development in the service area over the next ten years is consistent with the land use assumptions. Figure W4 shows the maximum daily demand based on the increase in DU per year for the 10-year planning period. The water facility fee revenue projection in Figure W4 (\$13.7 million) approximates the growth cost of planned system improvements to be funded with development fees. Because the capacity added will serve development beyond the 10-year time frame, fee revenue will continue to be collected commensurate with the additional growth.

Table W4 - Projected Water Facilities Fees Revenue

10-Year Cost of Water Utility Facilities

Growth Cost => \$35,854,674

Water Utility Impact Fee Revenue

		Added Annual Demand	Added Maximum Day Demand	3/4" Eq. Meters \$3,519 Dwelling Units
Year		1,000 gal	gpd	
Base	2022	4,912,882	18,960,633	29,911
Year 1	2023	4,979,732	19,263,034	30,318
Year 2	2024	5,046,417	19,564,692	30,724
Year 3	2025	5,113,103	19,866,350	31,130
Year 4	2026	5,179,788	20,168,008	31,536
Year 5	2027	5,246,474	20,469,666	31,942
Year 6	2028	5,313,323	20,772,067	32,349
Year 7	2029	5,380,009	21,073,725	32,755
Year 8	2030	5,446,530	21,374,640	33,160
Year 9	2031	5,500,568	21,619,087	33,489
Year 10	2032	5,554,607	21,863,534	33,818
10-Yr Increase		641,725	2,902,901	3,907
Projected Revenue (Rounded)=>				\$13,748,733

[1] $641,725 \text{ kgal} \times \$4.46 + 2,902,901 \text{ gpd} \times \$3.74 + \$11 \times 3,907 = \$13,749,370$

Variance due to rounding.

Wastewater Utility Fees

ARS §9-463.05.T.7(b) defines the facilities and assets which can be included in the Wastewater Facilities IIP:

“Wastewater facilities, including collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances for those facilities”

The City provides central wastewater collection, treatment, and disposal service throughout the service area limits. The wastewater service area includes the northern municipal planning area down to the Estrella Mountains. The service area includes sections that are served by septic systems.

The calculation of the wastewater facilities DIF was based on information provided by staff in addition to the City’s 2018 Integrated Utility Master Plan Report (IUMP).

The current fee includes two components; a collection system fee and a wastewater treatment fee. Raftelis recommends eliminating the existing collection system DIF. The City’s collection system currently has capacity to serve new development and there is no outstanding costs recoverable from DIFs associated with those facilities.

Projected Service Units

ARS §9-463.05 (E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS §9-463.05 (E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

It is projected that there will be an additional 3,907 residential dwelling units built within the City by 2037. Using the MMADF per dwelling unit of 207 gpd, it is estimated that there will be an increase in projected contributed peak wastewater flow of 0.85 mgd ($218 \times 3,907 = 1,210,000$ gpd).

Figure WW1 shows the development of the current annual average daily flow projections, projected average daily and MMADF flow, and the total DU added during the study period. It also shows the DU that will be served by existing available capacity and the capacity added by the IIP.

Figure WW1 – Projected Added Dwelling Units and Wastewater Flows Forecast

Line No	Description	Units
Current Dwelling Units and Demand		
1	Current 2022 DU	29,911
2	Demand per DU, gpd	218.00
3	Current Ave Day Demand, gpd	6,520,598
4	MMADF Peak Factor	1.04
5	Avg Day of Maximum Month, gpd (Rounded) (Line 4 x Line 3)	6,751,000
6	Current Firm Capacity, gpd	7,200,000
7	Existing Capacity Available for Growth, gpd (Line 6 - Line 5)	449,000
Added Demand [1]		
8	Added DU, 2023 - 2032	3,907
9	Average Day Demand	207
10	Planning MMADF factor	1.05
11	MMADF per DU, gpd (Line 9 x Line 10)	218
12	Added MMADF, gpd	851,726
13	Additional Capacity Needed for Growth, gpd (Line 12 - Line 7)	402,726
14	DU Served by Existing Available Capacity (Line 7 / Line 11)	2,060
15	DU Served by 10-Year IIP (Line 13 / Line 11)	1,847
16	Total Added DU	3,907
17	DU Served by Full 2.4 mgd Capacity Addition	11,009

[1] The new WWTP adds a total of 2.4 mgd of capacity.

Development Fees for Wastewater Facilities

ARS §9-463.05 (E)(3) requires:

A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.

The City's existing treatment capacity is a maximum month average daily flow (MMADF) of 9.0 mgd. As shown on Figure WW1, the 2016 average annual daily flow to the WRF is 5.6 mgd. In 2021, the average annual daily flow increased from 5.6 mgd to 6.5 mgd. The MMADF in 2021 was 6.75 mgd.

Under existing Arizona law, only 80% of the total capacity can be used, or 7.2 MGD. The remaining capacity of 0.45 mgd of additional capacity available for growth. The City has plans for a 3.0 mgd expansion to the Avondale Water Reclaimed Facility (WRF). Also under existing Arizona law, only 80% of the total capacity can be used, giving an additional planned capacity of 2.40 MGD.

Including both the additional capacity available from the existing facility of 0.45 mgd and the planned expansion of 2.40 MGD, the City's wastewater treatment has 2.85 mgd of available wastewater capacity

to serve growth. Of that 2.85 mgd capacity, 0.85 mgd will be required to serve growth over the 15-year period. The estimated cost of the additional capacity is approximately \$79.6 million.

Like water, unit cost of capacity in gallons per day based on the design capacity of the plant (Maximum Month Average Day Flow MMADF). The MMADF for a ¾" equivalent serves as a proxy for its potential capacity. This value is based on the average water demands multiplied by a return factor and the MMADF peak flow factor. The return factor represents the portion of water usage that returns to the WWTP. The equation below summarizes the calculation of the wastewater DIF. Figure WW2 details the wastewater DIF calculation.

$$\frac{\text{Infrastructure Projects}}{\text{Added Well Capacity (gpd)}} \times 3/4" \text{ Equiv Peak Return Flow (gpd)} = \text{Infrastructure DIF}$$

Figure WW2 – Calculation of Wastewater Development Fee

Description				Cost of Capacity
WWTP Phase 2				\$79,590,000
Less: FY21 Ending Fund Balance				(6,438,870)
Total Existing and Growth-Related WWTP Costs				\$73,151,130
WWTP Capacity, MMADF, mgd [1,2]				
Phase 2 Capacity Addition	80.0%	3.00	2.40	
Total WWTP Capacity, mgd			2.40	
Unit Cost of Capacity, \$ per mgd				\$30.48
Average Day Water Demand, gpd [3]				450
Return Factor [3]				46%
MMADF Peaking Factor [3]				1.05
MMADF Flow per DU, gpd [4]				218.00
Wastewater Development Fee, \$ per ¾" Equivalent				\$6,645
Plus: Cost of Professional Services, \$ per ¾" Equivalent				\$11
Wastewater Development Fee, \$ per ¾" Equivalent				\$6,656
Existing Fee				\$5,808
Difference - %				\$848

[1] MMADF: Maximum Month average day flow

[2] mgd: million gallons per day

[3] From Table 2-10 of Carollo 2018 Integrated Utility Master Plan

[4] A dwelling unit is assumed to be demands through a ¾" equivalent meter

As stated above, the City's wastewater treatment plant has existing capacity (0.45 mgd) to serve growth. This existing capacity has been funded through previous DIF revenues and other sources. As a result, future capacity should not be responsible for that portion of costs. Raftelis adjusted the fee in Figure WW2 to account for this difference which is shown in Figure WW3.

Figure WW3 – Calculation of Adjusted Wastewater DIF

<i>Line No</i>	<i>Description</i>	<i>Units</i>
1	Current Firm Capacity, gpd	7,200,000
2	Avg Day of Maximum Month, gpd	6,751,000
3	Capacity Available in Existing Facilities	449,000
4	Capacity Needed for 10-Year Growth (2023 - 2032), gpd	851,726
5	<i>Net New Capacity Needed for 10-Year Growth, gpd (Line 4 - Line 3)</i>	402,726
6	Unit Cost of Facilities, \$ per gpd	\$30.48
7	Total Value of Net New Capacity Required	\$12,274,942
8	Total Added DU, 2023 - 2032	3,907
9	Wastewater DIF, \$ DU (Line 7/Line 8)	\$3,142
10	Plus: Cost of Study per DU	\$11
11	Adjusted Wastewater DIF, \$ per DU	\$3,153
12	Calculated Development Fee, \$ per DU	\$6,656
13	Variance - \$	(\$3,503)

Wastewater DIFs are assessed by water meter size and increase based on the AWWA 3/4-inch meter capacity relationships. One DU is equated to a 3/4-inch meter, which is the smallest and most common meter size available. Figure WW4 shows the calculated fees by meter size using AWWA equivalent ratios and are the same as the City's existing equivalent ratios. Figure WW4 compares the current DIFs to the calculated maximum supportable DIFs

Figure WW4 – Comparison of Current and Maximum Supportable Wastewater DIFs

<i>Meter Size (inches)</i>	<i>Meter Capacity Ratio [1]</i>	<i>Current Fees</i>	<i>Maximum Supportable</i>	<i>Change - \$</i>
0.75	1.00	\$5,808	\$3,153	(\$2,655)
1.00	1.67	9,700	5,255	(4,445)
1.50	3.33	19,342	10,510	(8,832)
2.00	5.33	30,959	16,816	(14,143)
3.00	10.67	61,976	33,632	(28,344)
4.00	16.67	96,826	52,550	(44,276)
6.00	33.33	193,595	105,100	(88,495)

[1] American Water Works Association M1 Manual, Principles of Water Rates, Fees, and Charges. 7th Ed.
Based on the meter's maximum allowable safe operating capacity to that of a 3/4" meter.

Projected Revenue from Wastewater Facilities Fees

The revenue projection shown below assumes implementation of the maximum supportable wastewater facility fees and that development in the service area over the next ten years is consistent with the land use assumptions. Figure WW4 shows the average daily flow based on the increase in DU per year for the 10-year planning period. The wastewater facility fee revenue projection in Figure WW5 (\$12.3 million) approximates the growth cost of planned system improvements to be funded with development fees. Because the capacity added will serve development beyond the 10-year time frame, fee revenue will continue to be collected commensurate with the additional growth.

Figure WW5 – Projected Wastewater Facilities Fees Revenue

10-Year Cost of Wastewater Utility Facilities

Total Growth Cost => **\$73,151,130**

Wastewater Utility Impact Fee Revenue

		Added MMADF Flow	3/4" Eq. Meters \$3,153 Dwelling Units
Year		<i>gpd</i>	
Base	2022	6,751,000	29,911
Year 1	2023	6,839,726	30,318
Year 2	2024	6,928,234	30,724
Year 3	2025	7,016,742	31,130
Year 4	2026	7,105,250	31,536
Year 5	2027	7,193,758	31,942
Year 6	2028	7,282,484	32,349
Year 7	2029	7,370,992	32,755
Year 8	2030	7,459,282	33,160
Year 9	2031	7,531,004	33,489
Year 10	2032	7,602,726	33,818
Less Available Capacity		(449,000)	
10-Yr Increase [1]		402,726	3,907
Projected Revenue (Rounded)=>			\$12,318,771

[1] 402,726 MMADF gpd x \$30.48 per gpd + \$11 * 3,907 DU = \$12,317,920

Variance due to rounding

CITY COUNCIL REPORT

SUBJECT: Resolution 1017-0423 - Notice of Intent to Modify Water and Sewer Rates

MEETING DATE: 4/3/2023

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:

The proposed utility rates are related to the following Avondale Strategic Outcome Areas:

- Innovative Program and Service Delivery - The proposed rates are more simple than the current rates, which allows for improved understanding, easier maintenance, and the ability to use the latest utility billing software
 - Public Health and Safety - The proposed rates help ensure continued access to safe and secure water and sewer services, which is vital to public health and safety.
 - Natural Resources and Open Spaces - The proposed rates continues a tiered rate structure to provide affordable water for basic usage and promote water conservation.
-

PURPOSE:

City Council will: (a) consider a request to adopt Resolution 1017-0423, providing a notice of intent to increase water and wastewater user charges; (b) consider a request to authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; and (c) receive a presentation from staff on the forecast for the water, sewer and solid waste utilities and discuss potential rate changes for each. The Council will take appropriate action.

BACKGROUND:

The city operates three utilities; water, sewer, and solid waste. These utilities operate as enterprises, with the utility rates charged to residents and businesses needing to cover the costs of operating each utility. These utility rates must be periodically evaluated to ensure the utilities can cover their costs and remain fiscally sustainable. City Council last adopted utility rates in August 2021. Based on feedback from Council at that time, the recommendation was for utility rate increases in FY2024 and beyond to be small, inflationary, across-the-board increases.

Per A.R.S. 9-511.01, at least 60 days prior to when council votes on proposed water and sewer rate changes, council must approve a Notice of Intent which sets the date and time for a public hearing and council action on the rates. The Notice of Intent does not commit the city to a particular rate recommendation. The Notice of Intent would set the Public Hearing on water and sewer rates for June 5, 2023. Solid Waste rates do not require a notice of intent.

DISCUSSION:

Water - The Water utility serves approximately 26,500 customers. The financial policies of the city call for the water utility to maintain a fund balance of 6 months of the operating budget of the previous year. The last rate increase for water was effective January 1, 2023. The water utility faces expenditure pressures from increasing water commodity costs, increased capital costs and normal inflation. City staff evaluated the utility's financial projection and recommends increasing current water rates by 2.65% in January 1, 2024 and 2.65% on January 1, 2025. Staff anticipates that an average customer consuming nine thousand gallons of water per month will see an increase of approximately \$0.84 per month for each rate increase. Other customers may see differing results based on their consumption patterns.

Sewer - The Sewer utility serves approximately 25,000 customers. The financial policies of the city call for the sewer utility to maintain a fund balance of 6 months of the operating budget of the previous year. The last rate increase for Sewer was effective January 1, 2023. The sewer utility faces expenditure pressures from increasing costs for electricity and chemicals for water treatment, the cost of aging infrastructure, and the cost of adding additional infrastructure to meet the needs of growth, including anticipated debt service for expansion of the wastewater treatment plant. City staff evaluated the utility's financial projection and recommends increasing current sewer rates by 7% in January 1, 2024 and 7% on January 1, 2025. Staff anticipates that an average customer consuming nine thousand gallons of water per month that sends 8,000 gallons to the sewer system during the winter months will see an increase of approximately \$2.80 per month for the first rate increase and \$3.00 per month for the second rate increase. Other customers may see differing results based on their consumption patterns.

Solid Waste - The Solid Waste utility serves approximately 23,700 customers (no commercial customers). The financial policies of the city call for the solid waste utility to maintain a fund balance of 4 months of the operating budget of the previous year. The last rate increase for solid waste was effective July 1, 2022. The solid waste utility faces expenditure pressures from increasing costs for diesel, landfill fees, vehicle maintenance and replacement, vehicle acquisition to meet the needs of growth and other inflationary pressures. City staff evaluated the utility's financial projection and recommends increasing current solid waste rates for a typical household with one trash and one recycling can by \$1.50 to \$25.50 per month in July 1, 2023 and by \$1.50 to \$27.00 per month on July 1, 2024.

Notice of Intent - State statute (ARS 9-511.01) sets a process for modifying water and sewer utility rates. Adopting the Notice of Intent sets the date and time of the public hearing on utility rates required prior to council action on water and sewer rates, currently planned for June 5, 2023. Solid waste rates do not require a notice of intent. The formal process laid out in state statute is below.

- At least 60 days prior to public hearing on rates: adopt Notice of Intent setting date and time of public hearing on utility rates.
- At least 30 days prior to public hearing: prepare a written report supporting the proposed rates and cash flow projection. Report must be posted to website and filed with the City Clerk's Office.
- At least 20 days prior to public hearing: publish in newspaper of general circulation the Notice of Intent showing the day and time of the public hearing.
- Hold a public hearing on the proposed utility rate changes.
- After public hearing, council may vote on the proposed utility rate changes.
- At least 30 days after council approval of water and sewer rates, revised utility rates become effective.

BUDGET IMPACT:

The proposed rate recommendation will help ensure the water and sewer utilities remain fiscally sustainable. Future capital projects and additional funding for operations are contingent on increased utility rates. The Notice of Intent is part of the formal process to modify utility rates, but the action on the notice itself has no budget impact.

RECOMMENDATION:

Staff recommends that Council adopt a Resolution providing a Notice of Intent to Modify Water and Sewer Rates, which will set forth a date and time for a public hearing on utility rates for June 5, 2023.

Contact person for document distribution:

RESOLUTION NO. 1017-0423

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING A NOTICE OF INTENT TO INCREASE WATER AND WASTEWATER USER CHARGES, SETTING A PUBLIC HEARING ON THE PROPOSED INCREASES AND FILING A WRITTEN REPORT SUPPORTING THE PROPOSED INCREASES WITH THE CITY CLERK.

WHEREAS, pursuant to the provisions of ARIZ. REV. STAT. § 9-511.01, the Council of the City of Avondale (the “City Council”) may increase water and wastewater rates if (i) a written report supporting the increased rate or rate component, fee or service charge has been prepared and made available to the public by filing a copy in the office of the City Clerk at least 30 days before the public hearing, (ii) a notice of intention to increase water or wastewater rates or rate components has been adopted, (iii) a public hearing is held on the proposed increase, which shall be held at least sixty days after adoption of the notice of intention and (iv) a copy of the notice of intention showing the date, time and place of such hearing is published in a newspaper of general circulation within the boundaries of the municipality not less than 20 days before the public hearing date; and

WHEREAS, City Staff has (i) performed a revenue sufficiency and cost of service analysis, (ii) determined that the City of Avondale’s water and wastewater rates or rate components need to be increased and (iii) documented their findings in a written report (the “Report”); and

WHEREAS, a copy of the Report will be filed with the City Clerk at least thirty days before the public hearing, and made available to the public; and

WHEREAS, the City Council desires to declare its intention to increase rates consistent with the findings of the Report; and

WHEREAS, a public hearing will be held to receive input from Avondale citizens regarding possible increases in water and wastewater user charges; and

WHEREAS, a copy of this Resolution/Notice of Intention, showing the date, time and place of such hearing, will be published in a newspaper of general circulation.

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

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

SECTION 2. Upon adoption, this Resolution shall serve as the Notice of Intention to increase water and wastewater user charges.

SECTION 3. A public hearing on the proposed increases shall be held before the City Council on June 5, 2023, at 6:00 p.m. in the Council Chambers of the Avondale Civic Center, 11465 West Civic Center Drive, Avondale, Arizona.

SECTION 4. The Report supporting the proposed increases in water and wastewater user charges shall remain in the office of the City Clerk and posted to the website for public use and inspection.

SECTION 5. City Staff is hereby directed to publish a copy of this Notice in a newspaper of general circulation in the City not less than 20 days prior to June 5, 2023.

SECTION 6. 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 Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, April 3, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

SUBJECT: Presentation and Discussion of the City Manager's Recommended Budget

MEETING DATE: 4/3/2023

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

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

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

STRATEGIC PLAN:

The budget process supports all Strategic Plan elements, as the budget allocates funding to the highest priorities of the city.

PURPOSE:

City Council will receive a general overview of the City Manager's proposed budget for fiscal year 2024 (FY2024). This item is for discussion only.

BACKGROUND:

The Avondale City Charter requires the City Manager to submit an estimate of the budget for the upcoming fiscal year before June 1st. This estimate shall be in compliance with state law and shall contain an estimate of the revenues needed to meet the projected expenditures for the next fiscal year. The City Manager's Recommended Budget and Estimates are delivered in this presentation and a companion document which is also published on the City's website.

In preparation for this stage in the budget development, the Council has received presentations and information throughout the process, including discussions in December and March. Each of these presentations is designed to solicit feedback and give policy direction to staff on the development of the FY2024 budget beginning on July 1, 2023.

DISCUSSION:

The information presented will lead to discussions in order to finalize the FY2024 budget. These discussions will assist the Mayor and Council in making informed decisions regarding the City's operations and capital improvement program (CIP). Staff will then prepare the Tentative FY2024 Budget for Council consideration on May 1. The Tentative Budget, which is the first step in the formal adoption process establishes the expenditure ceiling for the next fiscal year.

BUDGET IMPACT:

The discussions today will guide the further development of the FY2024 budget.

RECOMMENDATION:

The information presented is intended to encourage discussion which will lead the development of the FY2024 budget.

Contact person for document distribution: