



City of Avondale

City Council Meeting

Monday, June 26, 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, June 26, 2023

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

SPECIAL MEETING

5:30 PM

Physical Access to the Council Chambers will be available 30 minutes prior to the meeting.

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. EMPLOYEE INTRODUCTION & ANNOUNCEMENTS (DISCUSSION ONLY)

Court

- Beatriz Tejeda, Court Clerk Specialist (Supervisor Academy Graduate)

Fire Department

- Simon Luo, Firefighter
- Chelsea Sine, Firefighter
- Zachary Staffieri, Firefighter
- Joshua Tompkins, Firefighter

3. GATEWAY AND WAYFINDING SIGN MASTER PLAN STATUS UPDATE

Engineering will provide a status update to Mayor and City Council on the Gateway Program and Wayfinding Signage Capital Improvement Projects. This item is for discussion only.

4. ADJOURNMENT

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should submit a Request to Speak online at <http://www.avondaleaz.gov/requesttospeak> prior to consideration of that agenda item.

REGULAR MEETING

6:00 PM

Physical Access to the Council Chambers will be available 30 minutes prior to the meeting.

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 May 15, 2023 City Council meeting minutes. The Council will take appropriate action.

b. ANNUAL AUDIT PLAN ADOPTION

City Council will consider a request to adopt the Annual Audit Plan and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. APPOINTMENT TO THE CORRECTIONS OFFICER RETIREMENT PENSION BOARD

City Council will consider a request to appoint Megan Duarte, Detention Officer, to the Corrections Officers Retirement Pension Board. The Council will take appropriate action.

d. CONTRACT FOR SERVICES, LEASE AGREEMENT, AND ITEMIZED BUDGET - AREA AGENCY ON AGING FISCAL YEAR 2023-2024

City Council will consider a request to approve: (a) a contract with Area Agency on Aging (AAA) for fiscal year 2023-2024 in the amount of \$418,429; (b) a Vehicle Lease Agreement in the amount of \$6; and (c) adopt an itemized budget for the Senior Center Program; (d) authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds; and (e) authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. REVISED AGREEMENT WITH SALT RIVER PROJECT (SRP) FOR ACCOUNTING AND DELIVERY OF WATER MADE AVAILABLE IN THE MODIFIED ROOSEVELT DAM FLOOD CONTROL SPACE UNDER A TEMPORARY DEVIATION PLAN

City Council will consider a request to approve a Revised Agreement with Salt River Project (SRP) for Accounting and Delivery of Water Made Available in the Modified Roosevelt Dam Flood Control Space under a Temporary Deviation Plan, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 1035-0623 - SUPPORTING GRANT PROPOSALS TO THE GILA RIVER INDIAN COMMUNITY

City Council will consider a request to adopt Resolution 1035-0623, to support multiple City applications for funding to the Gila River Indian Community (GRIC) and the acceptance of awards, should the project(s) be selected for funding and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 1036-0623 - MUTUAL AID AGREEMENT IN FIRE AND EMERGENCY SERVICES BETWEEN THE CITY OF AVONDALE AND LUKE AIR FORCE BASE

City Council will consider a request to adopt Resolution 1036-0623, approving a Mutual Aid Agreement with Luke Air Force Base to provide and receive mutual aid for fires, medical emergencies, and other types of emergency incidents and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. RESOLUTION 1037-0623 - AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) – TRANSIT SERVICES

City Council will consider a request to adopt Resolution 1037-0623 approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for Fiscal Year 2024 (Contract #106-75-2024-12-00) relating to public transportation services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. RESOLUTION 1038-0623 - ADOPTION OF PROPERTY TAX LEVIES FOR MAINTENANCE IMPROVEMENT DISTRICTS (MIDS)

City Council will consider a request to adopt Resolution 1038-0623, adopting property tax levies for Maintenance Improvement Districts (MIDs) and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. RESOLUTION 1039-0623 AND 1040-0623 - PARKSIDE - MAINTENANCE IMPROVEMENT DISTRICT NO. 28 - APPLICATION PL-23-0147

City Council will consider a request to: (a) approve a Petition for Formation of Parkside, located approximately 600 feet south of the southwest corner of 99th Ave and Indian School Rd ; (b) adopt Resolution 1039-0623, declaring its intention to form the City of Avondale Maintenance Improvement District No. 28, Parkside, providing for the assessment; (c) adopt Resolution 1040-0623, declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment, declaring an emergency; and (d) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. ORDINANCE 2041-0623 – ABANDONMENT OF MCDOWELL ROAD PUBLIC RIGHT-OF-WAY

City Council will consider a request to adopt Ordinance 2041-0623 authorizing the abandonment of McDowell Road public right-of-way located generally west of Avondale Boulevard, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. CASCADE – MINOR LAND DIVISION – APPLICATION PL-23-0031

City Council will consider a request to: (a) approve Application PL-23-0031, submitted by Kimberly Schroeder (on behalf of the property owner Chamberlain Development LLC), requesting approval of a Minor Land Division to dedicate an 8 foot Public Utility Easement along Eliseo C. Felix Jr. Way, the approximately 2.29-acre site is located approximately 886 feet north of the northwest corner of Van Buren Street and Eliseo C. Felix Jr. Way; and (b) authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

m. GASTELUM – MINOR LAND DIVISION - APPLICATION PL-22-0363

City Council will consider a request to (a) approve Application PL-22-0363, submitted by Keogh Engineering, Inc. (on behalf of Jose Fernando Gastelum) for approval of a Minor Land Division, to split the property into 3 parcels, dedicate right-of-way and dedicate a public utility easement (P.U.E.) along both 127th Avenue and Pioneer Street, the approximately 1.04-acre site is located at the southeast corner of Vermeesch Road/127th Avenue and Pioneer Street; and (b) authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

n. ALAMAR PHASE 8 - FINAL PLAT - APPLICATION PL-22-0360

City Council will consider a request to: (a) approve Application PL-22-0360, a request by Frank Koo of Wood, Patel & Associates for approval of a Final Plat, reconfiguring two parcels and a portion of a third parcel into 3 lots with required public right-of-way, public utility easements, and access easements for a total platted area of 31.46 net acres, the property is located at the southeast corner of Elwood Street and El Mirage Road; and (b) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The City Council will take appropriate action.

o. SOLA COMMUNITIES AT RIO BONITA - FINAL PLAT - PL-22-0275

City Council will consider a request by Mario Mangiamale, AICP with Iplan Consulting, for approval of a Final Plat on property located at the northwest corner of El Mirage and Indian School roads. The proposed Final Plat subdivides the property into 219 residential townhome units and includes required public right-of-way and public utility easements, easements to be dedicated by separate instrument, and tracts for private access ways, utilities, drainage, landscaping, well sites, and commercial property. The total platted area is 25.50 acres. The City Council will take appropriate action.

4. REGULAR AGENDA

a. PUBLIC HEARING - SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE - AWESOME CONVENIENCE & MORE

City Council will open a public hearing and consider a request to recommend denial to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Jeffrey Miller for the sale of alcohol at Awesome Convenience & More located at 10585 West Indian School Road #102 in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

b. PUBLIC HEARING - CONDITIONAL USE PERMIT FOR A DRIVE-THROUGH COFFEE SHOP - PL-22-0005

City Council will hold a public hearing and consider a request by Mr. Jesse Macias of M3 Design, for approval of a Conditional Use Permit (CUP) and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. If approved, the CUP will allow a drive-through coffee shop on a 0.52-acre subject property in the Interstate Commerce Center Planned Area Development (PAD). The Council will take appropriate action.

c. PUBLIC HEARING AND ORDINANCE 2042-0623 - ZONING ORDINANCE TEXT AMENDMENT – ARTICLE 13 MEDICAL MARIJUANA DISPENSARY AND MARIJUANA ESTABLISHMENT HOURS OF OPERATION - APPLICATION PL-23-0017

City Council will hold a public hearing and consider a request to adopt 2042-0623, approving a request by Andrew Bauer of Harvest Trulieve for a text amendment to the Avondale Zoning Ordinance, Article 13 (Medical Marijuana Uses/Requirements and Marijuana Establishments Uses/Requirements), extending the permitted hours of operation of medical marijuana dispensaries and marijuana establishments from 8:00 P.M. to 10:00 P.M and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. PUBLIC HEARING AND ORDINANCE 2043-0623 - REZONE FROM CRYSTAL SPRINGS PLANNED AREA DEVELOPMENT (PAD) TO THE DISTRICT AT CRYSTAL SPRINGS PAD - APPLICATION PL-22-0217

City Council will hold a public hearing and consider a request to adopt Ordinance 2043-0623, approving a request by Carolyn Oberholtzer, on behalf of property owner Stotz Farms Inc, to rezone the approximately 45 acres of land located at the southwest corner of McDowell Road and Avondale Boulevard, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The proposed rezoning includes a multi-family residential apartment development, a residential townhouse development, a medical use, and other commercial uses. The Council will take appropriate action.

e. RESOLUTION 1041-0623 - SETTING THE FISCAL YEAR 2024 PRIMARY AND SECONDARY PROPERTY TAX

City Council will consider a request to adopt Resolution 1041-0623, setting the primary and secondary property tax levy for the fiscal year ending June 30, 2024 and authorize the Mayor, City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. ORDINANCE 2044-0623 - AVONDALE CITY CODE AMENDMENT, CHAPTER 23; RELATING TO THE PARKING OF TRUCKS AND TRAILERS

City Council will consider a request to adopt Ordinance 2044-0623, amending Avondale City Code Chapter 23, Relating to the Parking of Trucks and Trailers and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. AUTHORIZATION TO HOLD AN EXECUTIVE SESSION

City Council will consider a request to authorize the holding of an executive session pursuant to Ariz. Rev. Stat. § 38--431.03(A)(1) for discussion of the employment evaluations and salaries of: (a) the City Manager and (b) the City Auditor.

RECONVENE IMMEDIATELY FOLLOWING EXECUTIVE SESSION

h. SALARY INCREASE FOR THE CITY MANAGER, CITY ATTORNEY, AND CITY AUDITOR

City Council will consider a request to approve an increase in the salaries of the City Manager, City Attorney, and City Auditor equal to the percentage increase approved for all unrepresented employees. The Council will take appropriate action.

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: Gateway and Wayfinding Sign Master Plan Status Update

MEETING DATE: 6/26/2023

TO: Mayor and Council

FROM: Aric Stewart, Engineering Department Director

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

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

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.

Completion of the Avondale Wayfinding System Master Plan Phases I-III will continue to allow Avondale residents to connect with existing and new city services, destinations, and amenities.

PURPOSE:

Engineering will provide a status update to Mayor and City Council on the Gateway Program and Wayfinding Signage Capital Improvement Projects. This item is for discussion only.

BACKGROUND:

In 2015 the City of Avondale developed the Avondale Wayfinding System Master Plan to implement a series of communication and awareness strategies utilizing the recently completed citywide brand identity study (Aspiring, Achieving, Accelerating) and highlighting wayfinding best practices, placement opportunities, and sign designs. Themes reflecting Avondale were also created and communicated through the following sign graphics: Cotton – representing agriculture; Checkered Flag – representing racing; Graduate Caps – representing education.

The masterplan's core wayfinding principles---Connect Places, Be Predictable, and Keep It Simple--are based on best practices for creating a clear wayfinding experience and providing a means for individuals entering and traveling within Avondale to:

1. Easily and successfully find their destination
2. Understand their location
3. Orient themselves in an appropriate direction
4. Discover new places and services

Sign Placement Planning in the masterplan utilized a hierarchy of prioritized destinations overlaid with

vehicular, bicycle, and pedestrian circulation patterns to determine a framework for route selection. This framework helps to categorize important decision points along routes for wayfinding signage placement and identifies the City's points of pride. The key to a successful network of wayfinding signage is to create a fluid system offering multiple routes and allowing users to locate key points within the city.

DISCUSSION:

The Avondale Wayfinding System Masterplan provided a phasing plan for placement, fabrication, and installation of gateway and wayfinding signage throughout the city. Based on the masterplan, the city includes two projects, the Gateway Program and Wayfinding Signage, in the city's adopted Capital Improvement Plan.

Under the Gateway Program, a gateway monument is typically any freestanding structure or sign that will communicate the name of a local municipality. Gateway monuments provide the first welcome to visitors while reinforcing community identity, pride, and sense of place. Through the implementation of the Master Plan, these signs have been placed at key entry points into the City.

Under the Wayfinding Signage project, vehicular directional signage informs the community and improves traffic flow, incorporating wayfinding principles such as using landmarks for orientation, creating well structured paths, and managing navigational choices. The placement of this signage is based upon the city's prioritized destinations, circulation routes (typically major arterials), and key decision point intersections. These signs have typically been placed based on the Master Plan recommendations at several major intersections in the city.

To date, portions of Phase I and II of the masterplan have been completed. Engineering will provide an update of completed signage and the currently proposed completion of remaining signage.

BUDGET IMPACT:

Funding for the Gateway Program and Wayfinding Signage is included in the funded Capital Improvement Program. The Gateway Program has \$300,000 in FY2024 and the Wayfinding Signage program has \$140,000 in FY2024.

RECOMMENDATION:

For discussion only.

Contact person for document distribution: Rick Carr, Aric Stewart

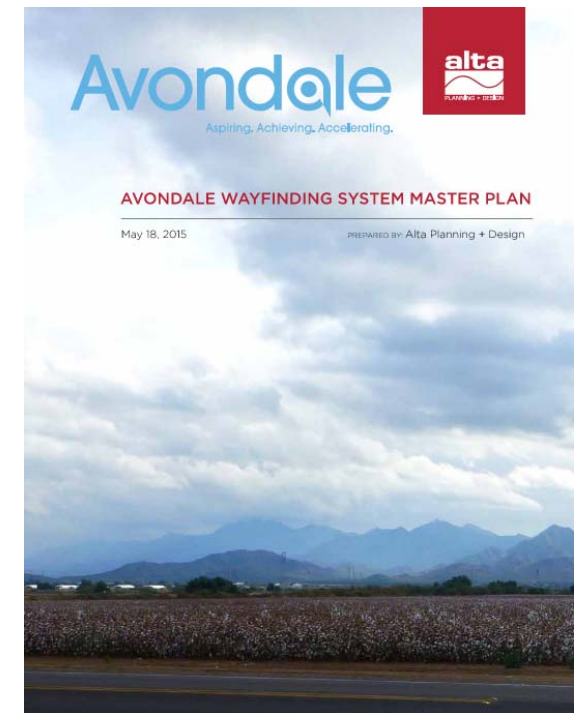
GATEWAY PROGRAM AND WAYFINDING SIGNAGE UPDATE

Gateway & Wayfinding Update



BACKGROUND

- 2015 AVONDALE WAYFINDING SYSTEM MASTER PLAN
- CITYWIDE BRAND IDENTITY (ASPIRING, ACHIEVING, ACCELERATING)
- THEMES (COTTON, RACING, & EDUCATION)
- PROPOSED PHASING I-III AND PLACEMENT FOR ALL SIGNAGE
- GATEWAY & WAYFINDING BY ENGINEERING CIP

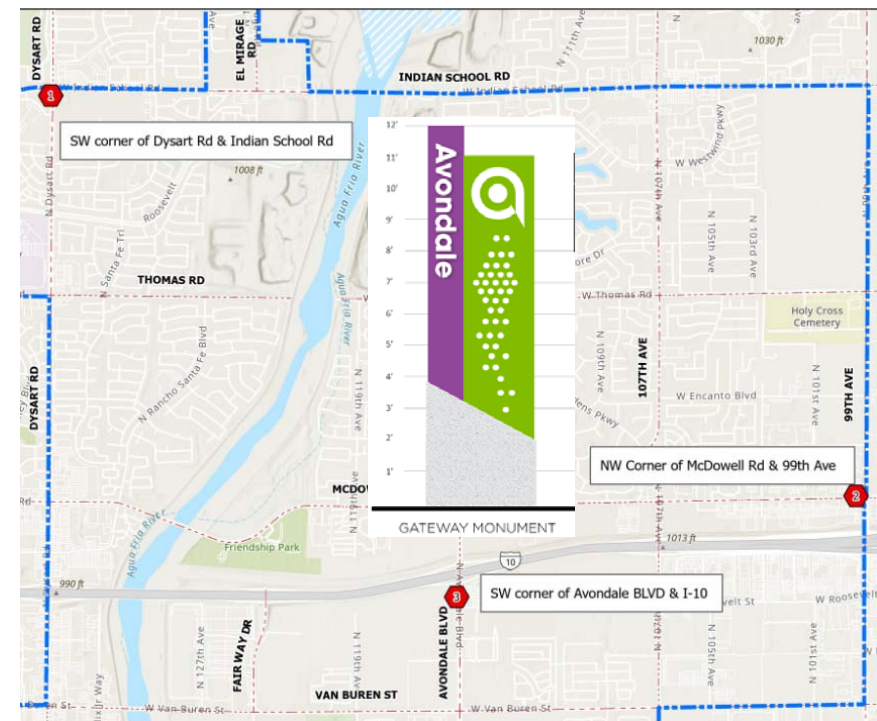


Gateway & Wayfinding Update



ENTRY MONUMENTS

- PHASES I & II (3 OF 5 COMPLETED)
- SW CORNER OF INDIAN SCHOOL ROAD & DYSART ROAD
- NW CORNER OF MCDOWELL ROAD & 99TH AVENUE
- SW CORNER OF I-10 & AVONDALE BOULEVARD

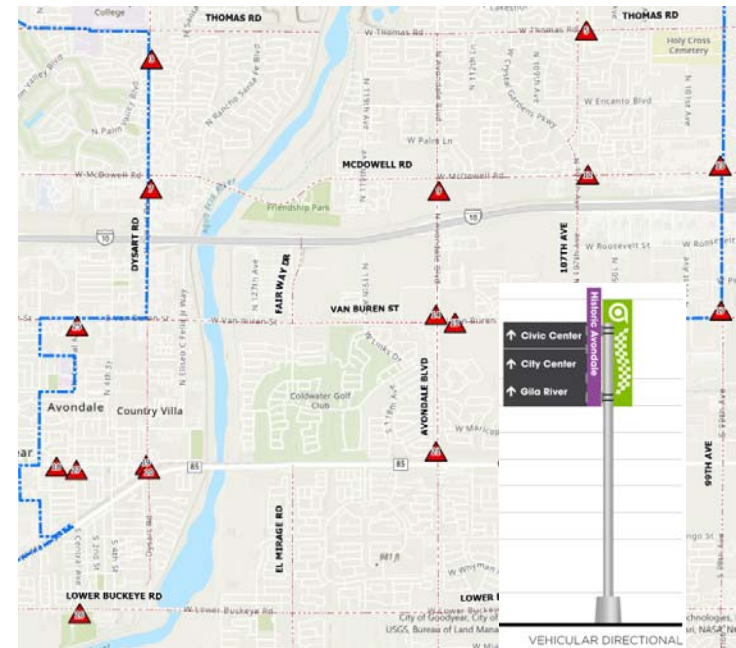


Gateway & Wayfinding Update



VEHICULAR DIRECTIONALS (N OF I-10)

- PHASE I & PORTIONS OF PHASE II (16 OF 27 COMPLETED)
- SE CORNER OF THOMAS ROAD & DYSART ROAD
- NE CORNER OF THOMAS ROAD & 107TH AVENUE
- SE CORNER OF DYSART ROAD & MCDOWELL ROAD
- SE CORNER OF MCDOWELL ROAD & AVONDALE BOULEVARD
- NE CORNER OF MCDOWELL ROAD & 107TH AVENUE
- NE CORNER OF MCDOWELL ROAD & 99TH AVENUE

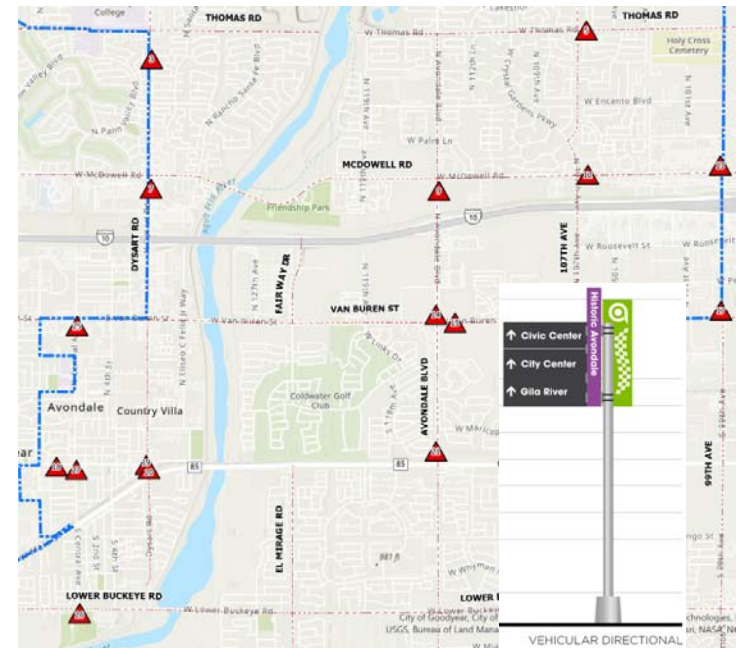


Gateway & Wayfinding Update



VEHICULAR DIRECTIONALS (S OF I-10)

- NW CORNER OF VAN BUREN STREET & AVONDALE BOULEVARD
- NE CORNER OF VAN BUREN STREET & AVONDALE BOULEVARD
- NW CORNER OF VAN BUREN STREET & 99TH AVENUE
- SE CORNER OF WESTERN AVENUE & 3RD AVENUE
- NW CORNER OF WESTERN AVENUE & DYSART ROAD
- SE CORNER OF WESTERN AVENUE & DYSART ROAD

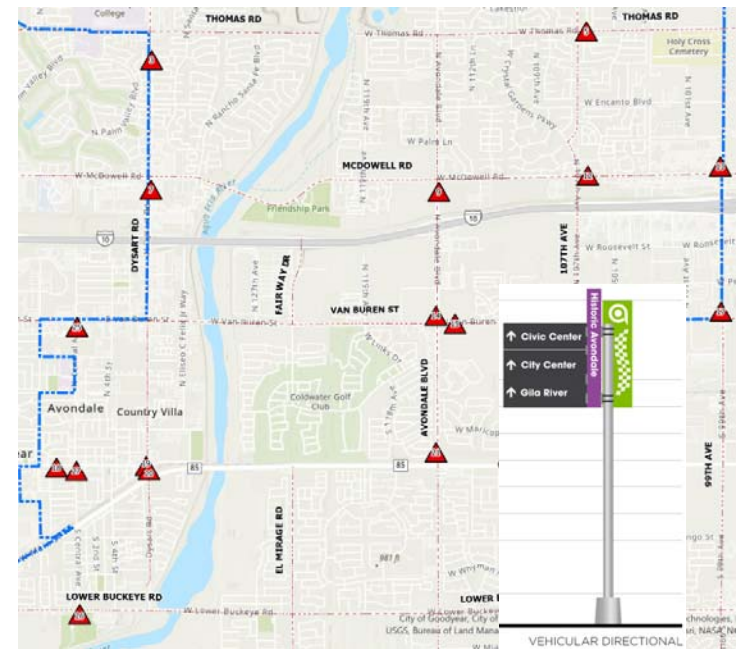


Gateway & Wayfinding Update



VEHICULAR DIRECTIONALS (S OF I-10 CON'T)

- SE CORNER OF VAN BUREN STREET & CENTRAL AVENUE
- SE CORNER OF WESTERN AVENUE & CENTRAL AVENUE
- SE CORNER OF LOWER BUCKEYE & CENTRAL AVENUE
- NW CORNER OF BUCKEYE ROAD & AVONDLE BOULEVARD



Gateway & Wayfinding Update



DESTINATIONS IDENTIFIED (N OF I-10)

- EMCC
- GF CEMETERY
- GOLF CENTER
- LEGACY HOMES
- WESTVIEW HS
- FIRE STATION (#172)
- UNIV. TECH. INST.
- FRIENDSHIP PARK
- SHOP & DINE
- MEDICAL



Gateway & Wayfinding Update



DESTINATIONS IDENTIFIED (S OF I-10)

- CIVIC CENTER
- GILA RIVER
- PHX RACEWAY
- SPORTS COMPLEX
- TRANSIT CENTER
- GOLF COURSE (COLDWATER)
- UNIV. TECH. INST.
- HISTORIC CORRIDOR
- SHOP & DINE
- LIBRARY (SAM GARCIA)
- RESOURCE CENTER
- DECONCINI PARK
- AGUA FRIA HS
- HOTELS
- THE BLVD



Gateway & Wayfinding Update



LESSONS LEARNED

- AVAILABLE ROW
- EXISTING IMPROVEMENTS
- UTILITIES
- POWER SOURCE (ILLUMINATED MONUMENTS)
- GOOD NEIGHBOR POLICY
- TRAFFIC VISIBILITY TRIANGLES



Gateway & Wayfinding Update



ENTRY MONUMENTS FY 23-24

- COMPLETE PHASE III (5 OF 5)
- NW CORNER OF DYSART ROAD & BUCKEYE ROAD
 - JOINT PROJECT WITH AGUA FRIA HIGH SCHOOL
 - SIMILAR EXAMPLE
- NW CORNER OF 99TH AVENUE & VAN BUREN STREET

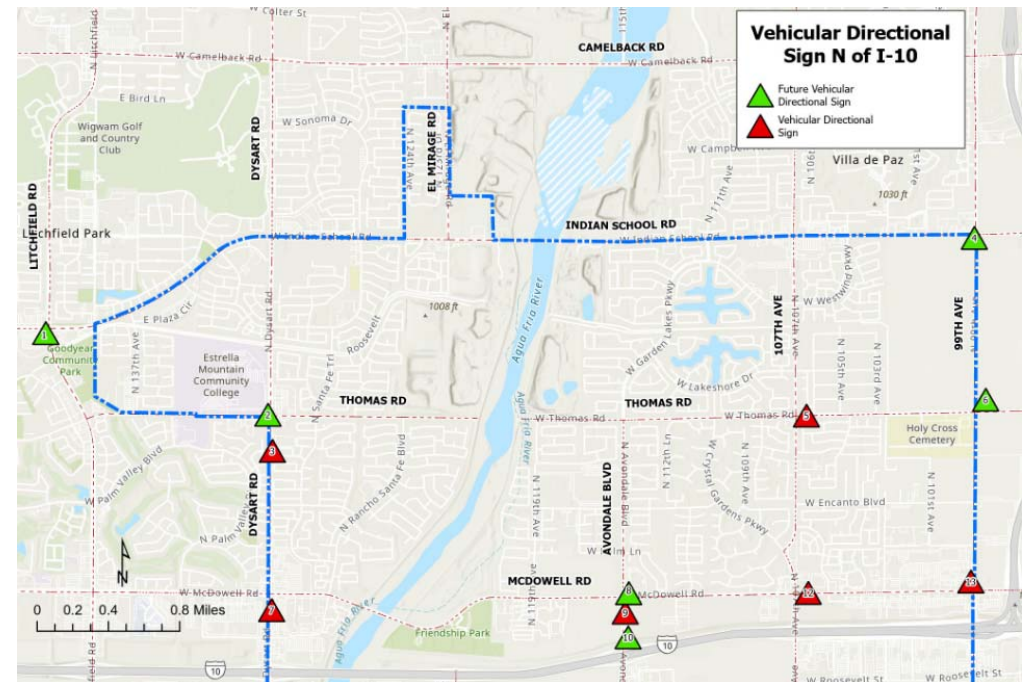


Gateway & Wayfinding Update



VEHICULAR DIRECTIONALS FY 24 (N OF I-10)

- COMPLETE PHASES I & II (27 OF 27)
- DESTINATIONS TO BE AS ASSIGNED & DETERMINED
- SW CORNER OF INDIAN SCHOOL & LITCHFIELD ROAD
- NW CORNER OF THOMAS ROAD & DYSART ROAD
- SW CORNER OF INDIAN SCHOOL ROAD & 99TH AVENUE

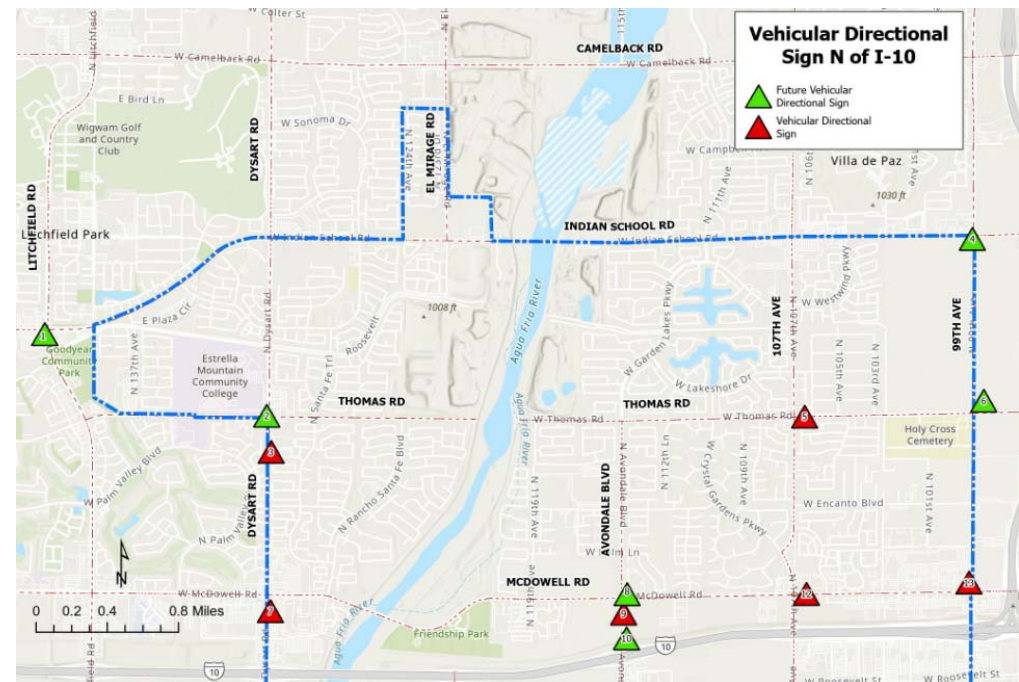


Gateway & Wayfinding Update



VEHICULAR DIRECTIONALS FY 24 (N OF I-10) CONT.

- SW CORNER OF INDIAN SCHOOL ROAD & 99TH AVENUE
- NW CORNER OF THOMAS ROAD & 99TH AVENUE
- NE CORNER OF MCDOWELL ROAD & AVONDALE BOULEVARD
- NE CORNER OF I-10 & AVONDALE BOULEVARD

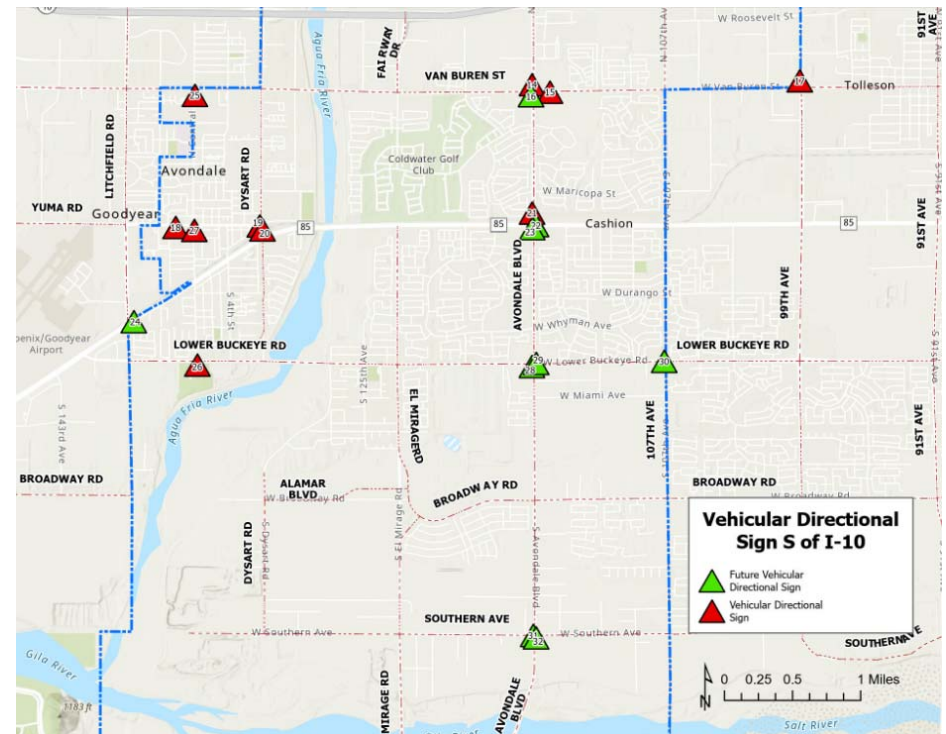


Gateway & Wayfinding Update



VEHICULAR DIRECTIONALS FY 24 (S OF I-10)

- FUTURE LOCATIONS PER MASTER PLAN
- SW CORNER OF VAN BUREN STREET & AVONDALE BOULEVARD
- NE CORNER BUCKEYE ROAD & AVONDALE BOULEVARD
- SW CORNER OF BUCKEYE ROAD & AVONDALE BOULEVARD
- NE CORNER OF MAIN STREET & LITCHFIELD ROAD

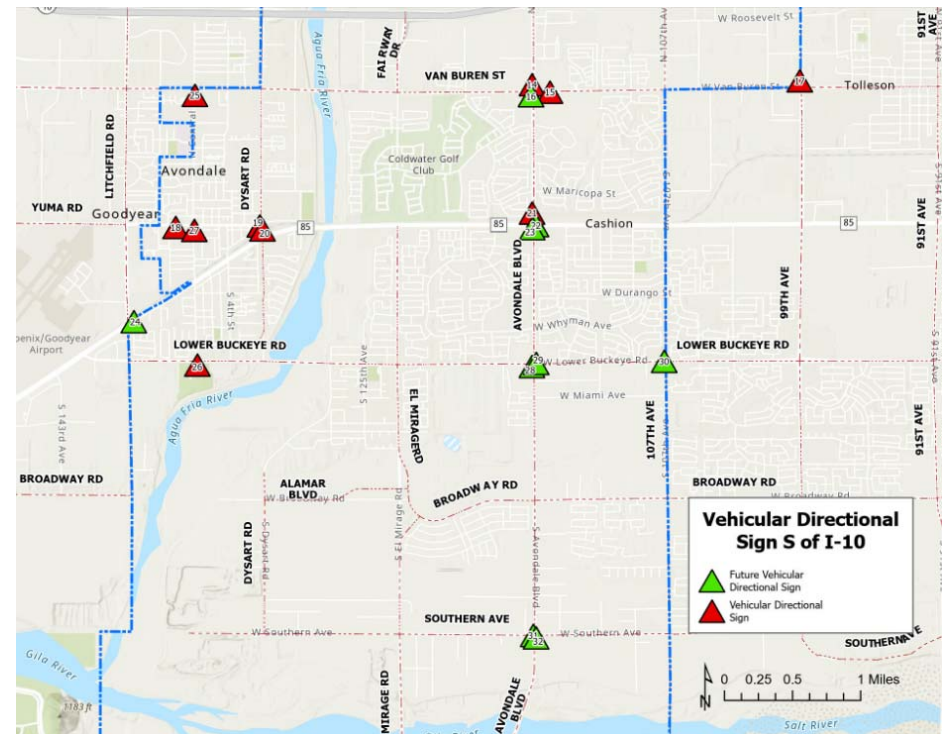


Gateway & Wayfinding Update



VEHICULAR DIRECTIONALS FY 25 (S OF I-10)

- SW CORNER OF LOWER BUCKEY ROAD & AVONDALE BOULEVARD
- NE CORNER OF LOWER BUCKEY ROAD & AVONDALE BOULEVARD
- NW CORNER OF LOWER BUCKEYE & 107TH AVENUE
- NW CORNER OF SOUTHERN AVENUE & AVONDALE BOULEVARD
- SE CORNER OF SOUTHERN AVENUE & LOWER BUCKEYE



QUESTIONS?

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 6/26/2023

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk

THROUGH: Cherlene Penilla, Assistant City Manager

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

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 May 15, 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 attached meeting minutes.

Contact person for document distribution: Chris Pierson

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
May 15, 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 5:31 p.m.

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

Note: Mayor Kenn Weise attended the meeting via Zoom.

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; Margaret Carey, Deputy City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Bryan Hughes, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Andy Mesquita, Human Resources Director; Mark Neerings, Information Technology Assistant Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development Services Director; Larry Rooney, Fire Chief; Pier Simeri, Marketing and Public Relations Director; Aric Stewart, Engineering Director; and Renee Weatherless, Finance and Budget Director.

Audience: 34 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. EMPLOYEE INTRODUCTION & ANNOUNCEMENTS (DISCUSSION ONLY)

The following employee introductions and announcements were presented to City Council:

Fire & Medical Department

- Brendan Weise, Firefighter (2023 Paramedic Certification)
- Jose Guzman-Alvarez, Firefighter (2023 Paramedic Certification)

Parks & Recreation Department

- Mark Foote, Aquatics Supervisor

Police Department

- | | |
|--|--|
| • Tevin Forrest, Officer | • Lesly Amezcua, Dispatcher |
| • Toby Story, Officer | • Mackenzie Belton, Dispatcher |
| • Abigail Whitman, Officer | • Danielle Agazzi, SWFAC Coordinator |
| • Robert Simington, Officer | • Sabrina Pena, Police Records Clerk |
| • Adrian Gutierrez, Officer | • Adaceli Garcia, Police Records Clerk |
| • Daniel Vazquez, Sr. Management Analyst | • Alyssa Taylor, Park Ranger |

Public Works

- Amber Hughes, Water Conservation Coordinator
- Tom Akins, Environmental Coordinator (Stormwater)
- Austin Hodge, Senior Water Reclamation Facility Mechanic
- Jose Vergara, Equipment Operator (Solid Waste)
- Oscar Lozano, Equipment Operator (Solid Waste)
- Daniel Perez, Senior Wastewater Collections Operator
- David Silva, Equipment Operator (Solid Waste)
- Joshua Rangel, Water Production & Treatment Operator
- Victor Manriquez, Equipment Operator (Solid Waste)
- Johnny Nintala, Equipment Operator (Solid Waste)
- Cesar Orozco, Equipment Operator (Solid Waste)
- Zakrey Simmons, Wetlands Operator

3. RECOGNITION FOR FIRE AND MEDICAL DEPARTMENT C-SHIFT 173

Fire Chief Rooney recognized C-Shift 173 crew for their service in providing life-saving medical assistance to a mother giving birth at 23 weeks on December 21, 2020. The baby weighed only one pound at birth. Two years later they reunited on March 22, 2023, as the Engine 173 crew met a healthy and happy “Frankie”. The crew received gratitude from the adoptive mom for saving Frankie’s life. A video of the reunification was shared with the Council who expressed their appreciation.

4. PROCLAMATION - NATIONAL PUBLIC WORKS WEEK

The Mayor and City Council read a proclamation recognizing May 21 through May 27, 2023, as National Public Works Week. This item was for discussion only.

5. CITIZEN’S WATER ACADEMY RECOGNITION

The 2023 Avondale Citizen’s Water Academy graduates were recognized for completion of the program. This item was for discussion only.

Eric Bay, Assistant Director of Public Works, provided an overview of the 2023 Avondale Citizen’s Water Academy and graduate recognition. The academy is an annual event held by Public Works where inquisitive residents are invited to attend a series of engaging presentations and learn about water in the City of Avondale. Topics included water resources, water conservation, sustainability, water production, water distribution, water equality and compliance, wastewater collection, stormwater, water reclamation facility, the Aquaculture Center, along with the CIP program, utility rates and fees, recharge facility and Crystal Gardens Wetlands.

Two participants provided feedback to the Council, noting the academy was thorough and covered everything. City staff were knowledgeable, friendly, and willing to provide information. Water is exciting and the Public Works Department is fully aware of the water situation, and they have it under control.

Council Member White stated everyone was amazing. and she learned so much about water. People feel safe living in Avondale knowing they have access to clean water.

6. ADJOURNMENT

There being no further business before the Council, Council Member Malone moved to adjourn the Special Meeting; Council Member White 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 6:11 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 6:19 p.m.

Vice Mayor Mike Pineda 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.

Note: Mayor Kenn Weise attended the meeting via Zoom.

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; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Margaret Carey, Deputy City Clerk; Ken Chapa, Economic Development Services Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Bryan Hughes, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Andy Mesquita, Human Resources Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development Services Director; Larry Rooney, Fire Chief; Mark Neerings, Information Technology Assistant Director; Pier Simeri, Marketing and Public Relations Director; Aric Stewart, Engineering Director; and Renee Weatherless, Finance and Budget Director.

Audience: Nine members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

Charlotte Kurtz addressed the City Council regarding a concern with the construction on Lower Buckeye Road that has taken away residents' ability to irrigate their yards. Mr. Corbin advised Ms. Kurtz that the City Engineer will meet with her to see what can be done.

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.

Vice Mayor Pineda 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 Conde, seconded by Council Member White, to approve the Consent Agenda.

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 April 17, 2023 City Council meeting minutes.

b. RESOLUTION 1025-0523 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR REGIONAL EMERGENCY OPERATIONS MANAGEMENT AND DISASTER SERVICES

City Council adopted Resolution 1025-0523, authorizing an Intergovernmental Agreement with Maricopa County relating to emergency operations management and disaster services and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

c. ORDINANCE 2034-0523 - AVONDALE CITY CODE AMENDMENT, CHAPTER 2, ARTICLE 2, DIVISION 4 RELATING TO EMPLOYEE RELATIONS

City Council adopted Ordinance 2034-0523, amending Avondale City Code Chapter 2, Article II, Division 4, relating to Employee Relations and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

d. ORDINANCE 2035-0523 - ACCESS EASEMENT BY ROOSEVELT IRRIGATION DISTRICT (RID) FOR PARCEL AT DECONCINI PARK

City Council adopted Ordinance 2035-0523, accepting an access easement at DeConcini Park from Roosevelt Irrigation District and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. AVONDALE VILLAGES - FINAL PLAT - APPLICATION PL-22-0352

City Council approved request by Stephanie Watney, Withey Morris PLC, on behalf of property owner Truvista TD LLC, for a Final Plat on a site generally located south of the southeast corner of Thomas and Dysart roads and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The proposed Final Plat splits an approximately 5.8-acre site into 70 lots, a 2.84-acre tract, dedicates five (5) feet of right-of-way, and dedicates an 8-foot Public Utility Easement (PUE), and sidewalk easement.

4. REGULAR AGENDA

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

4a. PUBLIC HEARING AND RESOLUTION 1026-0523 - LIV COMMUNITIES AVONDALE - MINOR GENERAL PLAN AMENDMENT - APPLICATION PL-22-0049

City Council held a public hearing and considered a request to adopt Resolution 1026-0523, approving a request by Brian Greathouse, Burch & Cracchiolo, P.A., for a Minor Amendment to the Avondale General Plan 2030 Land Use Map for LIV Communities Avondale, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The proposed Minor General Plan Amendment, if approved, will amend the General Plan 2030 Land Use Map designations from Mixed Use to High Density Residential and Commercial on 17.92 gross acres located at the southwest corner of Indian School Road and 99th Avenue.

Michelle Simerdla, Senior Planner of Development Services, presented Liv Communities - Avondale Rezone (PL-DD-0054) and Minor General Plan Amendment (PL-22-0049). The vacant site, annexed in 1981, is located at the southwest corner of 99th Avenue and Indian School Road and consists of 17.92 acres. North of the site are commercial and residential developments in the City of Phoenix, east of 99th Avenue is vacant land used for farming in the City of Phoenix, and south and west is Parkside Village PAD where single family homes are under construction.

The Minor General Plan Amendment (MGPA) to the 2030 General Plan (GP) will amend the land use designation from mixed use to High Density Residential for 14.62 acres and Local Commercial for 3.29 acres.

The Rezone request is to change the existing Parkside Planned Area Development (PAD) to Liv Communities PAD, which has an underlying multi-family residential R-4 and community commercial C-2 zoning. This rezone would allow for 300 apartment dwelling units and future commercial use.

The PAD utilizes R-4 multi-family residential development standards with the following deviations.

- Reduction of garage parking
- Reduction of private open space
- Reduction of landscaping
- Greater separation between the principal entrances and exits for three-story buildings

The site plan shows the following:

- Main entrance on Indian School Road
- Secondary entrance on Parkside Boulevard
- Centralized pool and clubhouse
- Dog park, hammock area, fitness center, shaded play structure and splash pad
- Detached garages along the south
- A six-foot block wall to the south; view fencing in all other areas.
- Access to the commercial site from Indian School Road and 99th Avenue.

Analysis of the General Plan Amendment and Rezone shows development that is compatible and complementary to existing uses in the area, will allow more housing options in Avondale, will not significantly alter the land use patterns, meets the C-2 and R-4 standards with deviations, both requests meeting all required findings, and are consistent with many housing and commercial goals in the GP. The site is within the Pendergast School District and Tolleson Union High School District; both have sufficient capacity.

A neighborhood meeting was held on May 26, 2022, with traffic and management as discussion topics. No additional comments were received. On April 19, 2023, the Planning Commission voted 4-0 to recommend approval after discussing the landscaping and traffic study.

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

Council Member Conde expressed concerns with not having a deceleration lane off Indian School Road. Mr. Confirmed stated staff will take into consideration her concerns while reviewing the layout of this project.

Council Member Malone inquired on the number of cars that can queue into the complex off of the main entrance of the community. Raj Thoutam, Senior Traffic Engineer, explained there is a left turn lane into the development, and he confirmed the traffic study showed there not a need for a deceleration lane.

Brian Greathouse on behalf of the applicant explained a deceleration lane is not necessary even with this project being a gated community as no gate will be installed off Parkside Blvd and plenty of parking spaces are available to alleviate congestion. Council Member White commented positively on the amount of parking within the community.

Council Member White moved to adopt Resolution 1026-0523, approving Application PL-22-0049 LIV Communities, a request for a Minor Amendment to the General Plan 2030 Land Use Map, changing the land use designation from Mixed Use to Local Commercial and High Density Residential and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents; Council Member Malone 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

4b. PUBLIC HEARING AND ORDINANCE 2036-0523 - LIV COMMUNITIES AVONDALE - REZONEFROM PARKSIDE VILLAGE PLANNED AREA DEVELOPMENT (PAD) TO LIV COMMUNITIESAVONDALE PAD – APPLICATION PL-22-0054

City Council held a public hearing and considered a request to adopt Ordinance 2036-0523, approving a request by Brian Greathouse, Burch & Cracchiolo, P.A., on behalf of the property owner ACKA #3 Limited Partnership; c/o Liv Communities, to rezone the approximately 17.92 acres of land located at the southwest corner of Indian School Road and 99th Avenue and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. If approved, the proposed rezoning would allow for a new multi-family residential development and commercial uses.

Vice Mayor Pineda opened the public hearing and did not receive any requests to speak. Vice Mayor Pineda closed the public hearing.

Council Member Malone moved to adopt Ordinance 2036-0523, approving Application PL-22-0054, a request to rezone an approximately 17.92-acre site from Parkside PAD to LIV Communities Avondale PAD subject to 8 conditions of approval; Council Member Solorio 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

4c. AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE AVONDALE PROFESSIONAL FIREFIGHTERS ASSOCIATION (APFS) LOCAL 3924

City Council approved an amendment to the Memorandum of Understanding with the Avondale Professional Firefighters Association Local 3924 and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Andy Mesquita, Director of Human Resources, provided background and overview of the proposed amendment to the Memorandum of Understanding (MOU) based on the 2022 classification and compensation study. This amendment would increase the Fiscal Year 2024 salary schedule for Firefighters, Fire Engineers, and Fire Captains by 3 to 9% effective June 26, 2023. The Avondale Professional Firefighters Association Local 3924 agrees with this amendment. The proposed salary costs have been included in the tentative budget previously approved by City Council.

Council Member White moved to approve the amendment to the Memorandum of Understanding with the Avondale Professional Firefighters Association Local 3924 and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Council Member Solorio seconded the motion.

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

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Solorio	Aye
Council Member White	Aye

Vice Mayor Pineda	Aye
Mayor Weise	Aye

4d. UPDATE ON PARK DEVELOPMENT AND IMPROVEMENT PROJECTS

Bryan Hughes, Director of Parks & Recreation, provided an update on park development and improvement projects. This item was for discussion only. He began by recognizing Stephanie Rodriguez, Vice Chair of the Parks & Recreation Advisory Board. Five key projects are in the works with one in the conceptual phase.

1. Mountain View Center renovation is in the construction phase and anticipated to be completed in early fall. Public feedback from two years ago consisted of a game room, indoor fitness classes, adult and youth special interests, and technology programming education. The new layout achieves all these items.
2. Civic Center Park is part of the conversion project, and the design is 100% complete. There are more shade trees, minimal turf, seat walls shaped like stacked books to complement the library, improved connectivity throughout the campus, location for art, and a food truck alley. The proposed water feature has been eliminated because of the drought preparedness plan.
3. Sand Volleyball Complex project will start later this summer. There will be five competition grade sand volleyball courts and a restroom facility that will serve the entire Boulevard complex. This project received a \$165,000 grant from the Arizona Sports and Tourism Authority.
4. Mountain View Park will have a simple design that accommodates community requests for shade, picnic areas, and restrooms. This project is subject to the provisions of the 1970 Land and Water Conservation Fund Grant. Project design is 90% complete; construction will begin in the fall, including replacing the playground utilizing Community Development Block Grants.
5. Dennis Deconcini Park project consists of updating existing facilities. Funding was included in last year's budget along with \$1 million of ARPA funds to upgrade the failing underground irrigation system, upgrade picnic ramadas, sidewalk connectivity that helps with ADA compliance. Due to community feedback the proposed concrete cornhole boards and ping-pong tables will be replaced with interactive fitness structures. Additional input from the Boys and Girls Club will be sought when they are closer to replacing the playground structure.
6. Donatela Park project has two conceptual designs based on public feedback, as required by the National Park Service and Arizona State Parks and Trails. The top priorities were a playground, shade trees, and picnic ramadas. Concept A includes trees, walking path, picnic grove, shaded pathway, a playground, a half basketball court, restrooms, and minimal parking as it is in a neighborhood. Concept B eliminates

the shade and picnic grove and adds pickleball courts. Upon approval of a design, public input will be sought, and staff will communicate with Pendergast School District, which owns the entire site to the north, to determine their plans so the City design can complement their future project.

Vice Mayor Pineda opened the floor to City Council for comments.

In response to questions by Council Member Conde, Mr. Hughes confirmed there will be a banquet party room at Mountain View Community Center which provides the opportunity to rent out individual rooms or the entire facility. The park Civic Center Park will have drinking fountain installed. Dog waste stations will be installed at all parks moving forward. The renovations at Deconcini Park will not interfere with the Billy Moore Days events. In closing, Council Member Conde thanked staff for their work on Donatela Park.

In response to questions by Council Member Malone, Mr. Hughes confirmed ADA parking is installed at Deconcini Par; however, they are working to improving the sidewalk connectivity. The City will be responsible for managing the rentals of the Sand Volleyball Complex and funding has already been added for sports programming last budget year. They anticipate this area to be highly rented by schools or teams that utilize the indoor volleyball through the American Sports Center. Council Member Malone shared that the neighbors within the community will be very pleased with Donatela Park and recommended adding pickleball within the northern part of the City. Mr. Hughes stated the department has budgeted for 8 to 12 pickleball courts at Friendship Park near the tennis courts. Mr. Corbin clarified that the design is budgeted; however, the construction of the pickleball courts will occur later in the future.

Council Member Solorio thanked staff for the presentation and added positive comments regarding Donatela Park.

In response to questions by Council Member Nielson, Mr. Hughes stated there will be some minor enhancements to provide food trucks with the ability to drive in one side and out the other. Consistent with the drought preparedness plan smart irrigation systems are being installed as well as low water plantings.

Council Member White spoke positively on the outdoor entertainment opportunities and the new community center. In response to connective trail suggestions by Council Member White, Mr. Hughes stated the sidewalk connectivity ties into the multi-modal trail plan and will be highlighted on the updated maps. Mr. Corbin confirmed that sidewalks will be installed along Avondale Boulevard by developers who lease the land.

Mayor Weise commended the investments into existing and new facilities.

Vice Mayor Pineda spoke positively about the diverse opportunities presented (outdoor, active, and various programming activities). He was happy to hear staff are being mindful of water usage and expressed excitement regarding the food truck area.

In response to questions by Council Member Conde, Mr. Hughes stated they are researching ways to rent sport items for use at the parks.

5. ADJOURNMENT

There being no further business before the Council, Council Member Conde moved to adjourn the Regular Meeting; Council Member Malone 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 7:13 p.m.

Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting and Regular Meeting of the Council of the City of Avondale held on the 15th day of May 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: Annual Audit Plan Adoption

MEETING DATE: 6/26/2023

TO: Mayor and Council

FROM: Barbara Copping, City Auditor

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values. The purpose of the Annual Audit Plan is to report the scheduled audits for the fiscal year. Audits conducted by the City Auditor provide independent and objective assurance on city programs and activities to city management and City Council. Audit services are designed to add value, improve the organizational operations, identify opportunities to minimize organizational risks, maximize efficiency and effectiveness, and strengthen public confidence and accountability.
-

PURPOSE:

City Council will consider a request to adopt the Annual Audit Plan and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Preparation of the Annual Audit Plan is the responsibility of the City Auditor as established in Ordinance No. 2045-0722. The City Auditor prepares the Annual Audit Plan using a risk-based approach. The Annual Audit Plan is a report of planned audits to be completed during FY2024.

Audits that the City Auditor plans to conduct during the fiscal year are included in the Annual Audit Plan. Audits identified are based on the City Auditor's assessment of citywide risk. This proposed Annual Audit Plan was discussed and approved at the May 5, 2023, Audit Committee meeting.

DISCUSSION:

The voting members approved the Annual Audit Plan, which are presented for City Council approval. The creation of the Annual Audit Plan is authorized per Ordinance No. 2045-0722.

BUDGET IMPACT:

FY2024 budget anticipates funding the audits proposed in the Annual Audit Plan.

RECOMMENDATION:

Staff recommends City Council approve the FY2023/2024 Annual Audit Plan.

Contact person for document distribution:



June 12, 2023

Mayor and City Council

Enclosed is the proposed Audit Plan covering fiscal year 2023 – 2024 for the Office of the City Auditor. The Audit Plan includes a total of six audits; four will be conducted using internal resources and two will be conducted using contracted third-party firms. The Citywide Risk Assessment (conducted every year) and administration of the Integrity Line by the City Auditor is also included.

In developing the Audit Plan, the City Auditor conducted a Citywide risk assessment that included an analytical review of financial data by department, program analyses, an evaluation of control effectiveness, input from department directors, and a review of local government audit industry trends. This effort resulted in an extensive list of potential areas for audit within the City. This list was then prioritized based on the results of the risk assessment and available audit resources to create the attached proposed Audit Plan.

This proposed Audit Plan was discussed and approved at the May 5, 2023, Audit Committee meeting. I am now requesting approval of the proposed plan by the full Council.

Other activities expected to be performed by the City Auditor during the fiscal year that are not included in the Audit Plan include the implementation of new audit software, providing training on risk and controls, and completing required continuing professional education training.

Respectfully,

Barbara Coppage

Barbara Coppage
City Auditor

Attached: FY23/24 Proposed Audit Plan with Contingent Audit Plan

ATTACHMENT A – PROPOSED FY24 AUDIT PLAN

The following proposed Annual Audit Plan is based on assessed Citywide risks. Other factors considered were available audit resources, audit coverage, and timing.

Audit Title	Preliminary Scope
Finance and Budget - Vendor Master File	Determine the adequacy of vendor master data management.
IT Audit - Munis	Scope of the audit will be based on the projects identified in the IT Risk Assessment or as other risks are identified.
Finance and Budget – Telestaff Validation	Review the application for controls over data input, processing, and output controls, including interfaces and error handling.
Human Resources – Pension Calculation and Contribution	Determine if pension calculations and contributions are adequately calculated, reported and recorded.
Citywide – Document Retention	Determine compliance with applicable State laws and City policies.
Status of Audit Recommendations	Review, assess, and report on the status of management’s corrective actions taken in response to prior audit recommendations.
Citywide – TBD	Other Services Upon Request / Auditor Discretion. Scope to be determined.
Citywide Risk Assessment	Perform Citywide risk assessment and develop the annual audit plan for the upcoming year.
Integrity Line Administration	Perform Integrity Line administrative tasks and periodically update the Audit Committee.

CITY COUNCIL REPORT

SUBJECT: Appointment to the Corrections Officer Retirement Pension Board

MEETING DATE: 6/26/2023

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk

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

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

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.

PURPOSE:

City Council will consider a request to appoint Megan Duarte, Detention Officer, to the Corrections Officers Retirement Pension Board. The Council will take appropriate action.

BACKGROUND:

Pursuant to A.R.S. §38-893, each city or town participating in the Corrections Officer Retirement Pension must establish a five (5) person Local Board, of which two are employees elected by secret ballot by members employed by the appropriate employer. The local board elections are conducted in accordance with Administrative Policy 65 - Public Safety Board Elections for Employees. Elected member terms are staggered and elections are held in odd-numbered years.

A vacancy occurred on the Corrections Officer Retirement Pension Local Board due to the expiring term of Paul Wilson, Detention Supervisor.

On April 24, 2023, a Notice of Election was sent to all eligible employees and physically posted at the Historic Old Town Sub-Station / Detention Facility. The City Clerk's Office received 1 filed Notice of Interest from the 22 eligible employees.

DISCUSSION:

Pursuant to the City of Avondale's Administrative Policy 65 - Public Safety Board Elections for Employees, in the event only 1 candidate is on the ballot, the election is deemed cancelled and the appointment of the interested candidate will be presented to City Council for approval.

As of May 26, 2023, Megan Duarte was the only candidate for the position; therefore, Ms. Duarte shall receive a Certificate of Appointment from the City Clerk.

BUDGET IMPACT:

There is no fiscal impact related to this agenda item.

RECOMMENDATION:

Staff recommends City Council City appoint Megan Duarte, Detention Officer, to the Corrections Officers Retirement Pension Board.

Contact person for document distribution:

CERTIFICATE OF APPOINTMENT

STATE OF ARIZONA
COUNTY OF MARICOPA
CITY OF AVONDALE

SS

I, Marcella Carrillo, City Clerk of the City of Avondale, County of Maricopa, State of Arizona, do hereby certify that,

Megan Duarte

was duly appointed to the office of Corrections Officer Retirement Pension Board for the City of Avondale, County of Maricopa, State of Arizona as approved by the Avondale City Council on June 26, 2023.

In Witness Whereof, I have hereunto set my hand and affixed the Official Seal of the City of Avondale this 26th day of June 2023.

Marcella Carrillo, City Clerk

CITY COUNCIL REPORT

SUBJECT: Contract for Services, Lease Agreement, and Itemized Budget - Area Agency on Aging Fiscal Year 2023-2024

MEETING DATE: 6/26/2023

TO: Mayor and Council

FROM: Christopher Lopez, Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.
- 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.
- Community-Oriented Lifelong Learning Opportunities - Avondale will continue to foster an environment where education is a defining value and learning opportunities abound for residents of all ages.
- 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 Senior Services Division provides a variety of programs and services that address the recreation, entertainment, socialization, health, safety and nutritional needs of senior adults in the community.

PURPOSE:

City Council will consider a request to approve: (a) a contract with Area Agency on Aging (AAA) for fiscal year 2023-2024 in the amount of \$418,429; (b) a Vehicle Lease Agreement in the amount of \$6; and (c) adopt an itemized budget for the Senior Center Program; (d) authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds; and (e) authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale has been contracted by the Area Agency on Aging (AAA) to provide meals and activities for active adults and disabled individuals for more than thirty (30) years. AAA funding supplements active adult services and programming provided to eligible residents targeted in the Avondale, Goodyear, and Litchfield Park areas. These services include congregate meals, home-delivered meals, multipurpose center operations and transportation programs.

DISCUSSION:

AAA has awarded the City of Avondale \$418,429 in program funds for FY 2023-2024. This funding is a continuation of the grant which was renewed in FY 2022-2023. This year's award is an increase from the previous year's amount of \$408,745. These funds will be used to provide vital meals and services to elderly and disabled participants of the Avondale Senior Center without any required cost being passed along to them.

AAA also provides the City of Avondale with six vehicles for program use: 3 Ford Escapes, 1 Allstar Bus, 1 Starcraft Bus, and 1 Eldorado Bus used for the delivery of meals to homebound clients and to transport seniors to and from their homes to the center or to programmed activities that require transportation services. The lease will be effective for one year. Each vehicle is leased for \$1 per vehicle for the entire year, resulting in a total annual cost of \$6 for all vehicles.

It is also requested that council approve the itemized budget (included in the contract) for the Senior Services Program and Operations. Historically, the City has demonstrated a strong commitment to Senior Services programming by providing the funding necessary to maintain, and build upon, the current service levels. The combined budget itemizes the necessary funds for staffing, food and dining, other supplies, operations, and facility and vehicle operation and maintenance costs.

BUDGET IMPACT:

The City of Avondale will receive funds from AAA in the amount of \$418,429 under the provisions of this action. An itemized budget is prepared and attached to include expected revenues and required funds from the City of Avondale to continue the program. The funding provided by AAA may require a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds. The City's local match is included within the approved FY2024 budget.

RECOMMENDATION:

Staff recommends that the City Council approve Contract # 2024-07-AVO with AAA for fiscal FY2023- 2024 in the amount of \$418,429; approve the Vehicle Lease Agreement 2024-05-AVO with AAA in the amount of \$6; and adopt the itemized Senior Services Program budget and authorize the City Manager and City Clerk to execute the necessary documents and authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds.

Contact person for document distribution: Sandy Lopez

Contract #2024-07-AVO

CONTRACT FOR SERVICES BETWEEN

Area Agency on Aging, Region One, Incorporated AND
1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132

City of Avondale
11465 W Civic Center Dr
Avondale, AZ 85323
623-333-2705 Fax: 623-333-0270
EIN 86-6000023

DURATION OF THE CONTRACT, FY 2024: July 1, 2023 and shall end June 30, 2024

CONTACT INFORMATION FOR NOTICES

Signatories: Mary Lynn Kasunic, President & CEO
Programmatic Authority: Denise Noble, Director of
Contract Administration
Daily Contacts: Kathy Flores, Contract Specialist

Ron Corbin, City Manager
Erin Lutz, Senior Services Coordinator
Erin Lutz, Senior Services Coordinator

REIMBURSEMENT PAYMENTS SHALL BE MAILED TO:

Melinda Tinney, Finance Manager, same as above.

This Contract is entered into by and between City of Avondale, hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Terms and Conditions, specific Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, and shall include any subcontracts and the approved budget and / or unit rates and contract budget ceilings.

Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

**AREA AGENCY ON AGING,
REGION ONE, INCORPORATED**

CITY OF AVONDALE

Signature and Date

Mary Lynn Kasunic, President & CEO

Signature and Date

Ron Corbin, City Manager

City of Avondale ATTEST:

City Clerk

CONTRACT SUMMARY
FIXED PRICE WITH PRICE ADJUSTMENT

CONTRACT #: 2024-07-AVO

CONTRACTOR: City of Avondale

Document **Original Contract**

Contract Term July 1, 2023 to June 30, 2024

Contract Payment Ceiling for All Services: TOTAL: \$ 418,429

CONTRACT OPERATING BUDGET

	Congregate Meals	Home Delivered Meals	Multipurpose Operations	Transportation
REVENUE				
Area Agency	146,661	189,472	12,000	70,296
Project Income	8,000	1,550	-	525
Non-Fed Inkind	-	-	-	-
Non-Fed Cash	72,938	112,058	93,148	110,650
Other Federal	-	-	-	-
TOTAL	227,599	303,080	105,148	181,471
EXPENSES				
Personnel	97,869	138,392	66,968	100,706
ERE	36,250	50,900	21,100	28,650
Prof&Outside	-	-	2,200	-
Travel	-	15,600	-	43,006
Space	5,800	3,608	5,800	3,129
Equipment	-	-	-	-
Materials/Supl	80,200	85,200	700	-
Operating Svc	7,480	9,380	8,380	5,980
Indirect	-	-	-	-
TOTAL	227,599	303,080	105,148	181,471
Units	16,000	16,500	3,500	10,500
Unit Rate	\$ 14.22	\$ 18.37	\$ 30.04	\$ 17.28

ADES Special Terms and Conditions

1.0 DEFINITION OF TERM

In addition to the Uniform Terms and Conditions, Section 1, the following shall apply:

- 1.1 “*Award Date*” The date the Contract is executed by Area Agency. This may or may not be the same date as the “Effective Date” which is the date specified on the Offer and Award or Signature Page.
- 1.2 “*Client Specific Referral*” Services or activities for which a referral has been made for a client by an authorized representative of Area Agency.
- 1.3 “*Department*” The Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 1.4 “*Effective Date*” The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.
- 1.5 “*Equipment*” All vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one (1) year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities’ improvements).
- 1.6 “*May*” Indicates something that is not mandatory but permissible.
- 1.7 “*Purchase Order*” also known as “Purchase Authorization” or “Release Order” is an authorized document to procure goods or services.
- 1.8 “*Shall, Must*” Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive or may result in default of contract.
- 1.9 “*Should*” Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, Area Agency may, at its sole option, ask the Contractor to provide the information.
- 1.10 “*Vulnerable adult*” An individual who is eighteen (18) years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment. Vulnerable adult includes an incapacitated person as defined in A.R.S. §14-5101.
- 1.11 “*Additional Insured*” Specifically includes all agencies and requirements as identified in Section 26.4.3.
- 1.12 “*Area Agency*” Area Agency on Aging, Region One, Incorporated, unless otherwise indicated.
- 1.13 “*Contract Specialist*” Is the Area Agency staff person who is assigned managerial responsibility for the contract.
- 1.14 “*Scope of Work*” The Arizona Department of Economic Security description of service(s) to be provided pursuant of this contract.
- 1.15 “*Service Specification*” The Area Agency description of service(s) to be provided pursuant of this contract.

2.0 ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT

In addition to the Uniform Terms and Conditions, Section 3.6, the following shall apply:

- 2.1 The Contractor shall provide to Area Agency for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the

following statement:

- 2.2 “This program was funded through a contract with Area Agency on Aging, Region One, Incorporated. Points of view are those of the author and do not necessarily represent the official position or policies of the Area Agency.”

3.0 ASSIGNMENT

In addition to the Uniform Terms and Conditions, Section 5.3, the following shall apply:

3.1 Merger, Reorganization or Change of Ownership

- 3.1.1 A proposed merger, reorganization or change in ownership of the Contractor shall require prior written approval of Area Agency and may require an assignment of the Contract documented by a Contract Amendment. Area Agency may terminate this Contract pursuant to the Termination clauses of the Contract, if the Contractor does not obtain prior written approval or Area Agency determines that the change in ownership is not in the best interest of the Area Agency.

- 3.1.2 This Contract is voidable and subject to immediate cancellation by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or assigning any right(s) or obligations under this Contract without the prior written consent of Area Agency.

- 3.1.3 The Contractor shall submit a detailed merger, reorganization and/or transition of ownership plan to Area Agency, for review at least sixty (60) days prior to the effective date of the proposed change.

4.0 AUDIT

In addition to the Uniform Terms and Conditions, Section 3.3, the following shall apply:

- 4.1 In compliance with the Federal Single Audit Act (31 U.S.C. § 7501-7506 as may be amended), Contractors designated as sub-recipients shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as prescribed in 2 C.F.R. § 200.

- 4.2 Audits of non-profit corporations receiving Federal or State monies are required pursuant to Federal or State law and shall be conducted as provided in 31 U.S.C. § 7501-7506, and A.R.S. § 35-181.03, as may be amended, and any other applicable statutes, rules, regulations, and standards.

- 4.3 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Contract for a period of five (5) years after completion of the Contract, except if subject to Health Insurance Portability & Accountability Act which is six (6) years. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

5.0 AUTHORIZATION FOR SERVICES

- 5.1 Authorization for performance of services under this Contract shall be made only upon a duly approved Itemized Service Budget and the Itemized Service Budget will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the approved Itemized Service Budget. Area Agency shall not have any legal obligation to pay for services in excess of the amount indicated on the Itemized Service Budget.

- 5.2 No further obligation for payment shall exist on behalf of Area Agency unless change or modification has been made in accordance with Section 5.1 above.

6.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY.

If providing direct services to children or vulnerable adults, the following shall apply:

- 6.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in their entirety as provisions of this Contract.

- 6.2 The Contractor will conduct A Central Registry Background Check (*Exhibit A*) using the Area Agency contract number **CTR048037** and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

- 6.2.1 Any person who applies for a contract with Area Agency and that person's employees;
- 6.2.2 All employees of a contractor;
- 6.2.3 A subcontractor of a contractor and the subcontractor's employees; and
- 6.2.4 Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 6.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 6.3.1 A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
- 6.3.2 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by Area Agency whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 6.4 A person awaiting receipt of the Central Registry Background Check may provide direct services to Area Agency clients after completion and submittal of the Direct Service Position certification form (*Exhibit B*) if the certification states:
 - 6.4.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 - 6.4.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- 6.5 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to Area Agency clients.
- 6.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.
- 6.7 The Contractor shall require each employee to complete and sign the Direct Service Position form and retain in a confidential file for five (5) years after termination of the Contract. The Direct Service Position form can be found at: <https://des.az.gov/documents-center>.
- 6.7.1 In the Document Center "Filter by Category "Select Aging" and click on "Search". This will produce the following result:
 - 1. Document Number AAA-1344A

7.0 CERTIFICATION OF COST OR PRICING DATA

By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to Area Agency shall be adjusted to exclude any significant amounts by which Area Agency finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by Area Agency may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

8.0 CERTIFICATION REGARDING LOBBYING

The Contractor agrees by submittal of the Certification Regarding Lobbying form, in compliance with 49 C.F.R. Part 20.

9.0 CODE OF CONDUCT

The Contractor shall avoid any action that might create or result in the appearance of having:

- 9.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
- 9.2 Acted on behalf of Area Agency or contracted funding sources without appropriate authorization;
- 9.3 Provided favorable or unfavorable treatment to anyone;
- 9.4 Made a decision on behalf Area Agency that exceeded its authority, could result in partiality, or have a political consequence for Area Agency or contracted fund sources;
- 9.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of Area Agency or contracted funding sources; or
- 9.6 Loss of impartiality when advising Area Agency or contracted funding sources.

10.0 COMPETITIVE BIDDING

If the Contractor is authorized to purchase the supplies and equipment itemized in the Contract for utilization in the delivery of contract services, Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

11.0 COMPLIANCE WITH APPLICABLE LAWS

In addition to the Uniform Terms and Conditions, Section 7.6, the following shall apply:

- 11.1 In accordance with A.R.S. § 36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 11.2 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.
- 11.3 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- 11.4 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
- 11.5 The Contractor shall comply with the Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

12.0 CONFIDENTIALITY

- 12.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to Area Agency and to the Attorney General's Office as required by the terms of this Contract, by law or upon their request.
- 12.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. Area Agency will advise the Contractor as to applicable policies and procedures the Arizona

Department of Economic Security and/or the State has adopted for such compliance.

13.0 CONTRACT TERM AND OPTION TO EXTEND

- 13.1 The term of the resultant Contract shall be effective the date specified on the Offer and Award or Signature page and shall remain in effect for until the contract termination date or as otherwise specified, unless terminated, cancelled, or extended as otherwise provided herein.
- 13.2 Area Agency has no obligation to extend or renew this Contract. However, Area Agency has the right, at its sole option, to renew the Contract in accordance with any extensions Area Agency may receive for supplemental periods. In the event that Area Agency exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the price stated in the original Contract shall apply unless otherwise allowed.
- 13.3 Any extension or renewal must be made prior to the end of the Contract period specified in this Contract.
- 13.4 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. There shall be no billable activity outside of the Contract effective dates.

14.0 COOPERATION

- 14.1 Area Agency may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and Area Agency employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Area Agency employees. The Contractor shall cooperate as Area Agency deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

15.0 COOPERATION INVESTIGATION

All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any Area Agency, ADES, or funding agency investigation, including but not limited to an Investigation by Division or Internal Affairs of such agencies. Failure to adhere to this policy may result in Area Agency taking whatever actions it deems appropriate, from removal of the subject and or witness from working with Area Agency clients up to terminating the Contract with Area Agency.

16.0 DATA SHARING AGREEMENT

- 16.1 When determined by Area Agency that sharing of confidential data will occur with the Contractor, the Contractor shall complete a Data Sharing Request Agreement and submit the completed Agreement to the Area Agency Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each Area Agency Program or funding source sharing confidential data.
- 16.2 The Data Sharing Request Agreement is located at: <http://des.az.gov/documents-center>. In the "Search" field type "Data Sharing" and click "Apply". The search will produce the following results:
- 16.2.1 Document Number J-119-Single (For requests involving a single division or program).
- 16.2.2 Document Number J-119-Multi (For requests involving multiple divisions or programs).

17.0 EQUIPMENT

- 17.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the Contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this Contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this Contract, to be purchased in whole or part with Area Agency funds, shall be reported in accordance with Area Agency Finance Manual inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to Area Agency within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Area Agency funds and submit the Equipment inventory form to the Area Agency person designated to receive notices.

- 17.2 Area Agency shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this Contract. Area Agency shall be included as a co-insured on any insurance policy which covers Equipment purchased under this Contract.
- 17.3 The Contractor shall not dispose of any Equipment purchased under this Contract without the prior written consent of the Area Agency during and after the Contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the Contract.
- 17.4 Upon termination of this Contract, any Equipment purchased under this Contract shall be disposed of as directed by Area Agency and, if sold, Area Agency shall be compensated in the amount of its equitable interest.
- 17.5 Under a fixed price contract, Section 17.1 through 17.4 do not apply unless specifically required by federal or state law.
- 18.0 EVALUATION**
- 18.1 Area Agency may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.
- 18.2 As requested by Area Agency, the Contractor shall participate in third party evaluations relative to Contract impact in support of Area Agency goals.
- 19.0 E-VERIFY**
- In addition to the Uniform Terms and Conditions, Section 3.10, the following shall apply:
- 19.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, A, as may be amended. *(That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.")*
- 19.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 19.3 Failure to comply with an Area Agency audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 19.4 Area Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty above.
- 20.0 FAIR HEARINGS AND SERVICE RECIPIENTS' GRIEVANCES**
- 20.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to Area Agency any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. Area Agency may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 20.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by Area Agency for reviewing and adjudicating grievances by service recipients or subcontractors arising from this Contract.
- 21.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**
- In addition to the Uniform Terms and Conditions, Section 3.9, the following shall apply:
- 21.1 By entering into the Contract, the Contractor 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 Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Area Agency President/CEO upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its 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 Contract. I-9 forms are available for download at USCIS.GOV.

21.2 Area Agency may request verification of compliance for any Contractor or subcontractor performing work under the Contract.

22.0 FEES AND PROGRAM INCOME

Unless specifically authorized in the Contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

23.0 FINGERPRINTING

23.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, verification of fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

23.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

23.2.1 "Certifications regarding pending or past criminal matters" as identified above may be satisfied through the submission of the Criminal History Self Disclosure Affidavit by staff/volunteers. Such use of this form cannot be construed as the only manner or the best manner to obtain certifications regarding pending or past criminal matters.

Exhibit C English

Exhibit D Spanish

23.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:

23.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven (7) working days of employment.

23.3.2 Except as provided in A.R.S. § 46-141, this Contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

23.3.3 Federally recognized Indian tribes may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the Contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-321 (as may be amended).

24.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

24.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying

regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with Area Agency in the course of performance of the Contract so that both the Area Agency and Contractor will be in compliance with HIPAA, including cooperation and coordination with the offices of the Department's Chief Information Security Officer and Chief Privacy Officer, and other compliance officials required by HIPAA and its regulations.

24.2.2 The Contractor agrees to provide Area Agency with materials that will be utilized for its own training. Area Agency reserves the right to review the independent training materials and either approve or reject.

25.0 INCLUSIVE CONTRACTOR

Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract.

26.0 INDEMNIFICATION AND INSURANCE

26.1 Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Area Agency and the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against Area Agency and the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

26.2 Insurance Requirements

26.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

26.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Area Agency and the State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

26.3 Minimum Scope and Limits of Insurance

The Contractor shall provide coverage with limits of liability not less than those stated below.

26.3.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- | | |
|---|-----------------------------------|
| • General Aggregate | \$3,000,000 (ALTCS) / \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |

- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

1. The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.
2. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."
3. The policy shall be endorsed, as required by this written agreement, to include the *Additional Insured agencies, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.*
4. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
1. Policy shall be endorsed, as required by this written agreement, to include the Additional Insureds and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
 2. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
 - Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000
1. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 2. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

26.3.4 Professional Liability (Errors and Omissions Liability)

- Each Claim \$2,000,000
 - Annual Aggregate \$2,000,000
1. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included"

or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than \$500,000.

2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
3. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work and Service Specifications of this contract.

26.3.5 Commercial Crime Policy or Blanket Fidelity Bond

- Coverage amount is \$100,000

Coverage should include but is not limited to:

1. Employee Dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage)
2. Money & Securities Inside/Outside
3. Computer Fraud
4. Funds Transferred (if applicable)
5. Forgery or Alteration
6. The policy shall be endorsed to include Area Agency and funding sources and the State of Arizona (and the respective agency) as Loss Payee
7. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim
8. Coverage shall be extended to 3rd parties

26.4 **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

26.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the identified agencies, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

26.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

26.4.3 Required Agencies:

- ☒ Area Agency on Aging, Region One Incorporated
- ☒ State of Arizona and Department of Economic Security
- ☒ Banner University Family Plan
- ☒ UnitedHealthcare Community Plan
- ☒ Mercy Care Plan

26.5 **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Area Agency. Within two (2) business days of receipt, Contractor must provide notice to Area Agency if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Area Agency and shall be mailed, emailed, hand delivered or sent by facsimile transmission to the assigned Area Agency on Aging Contract Specialist.

26.6 **Acceptability of Insurers**

26.6.1 Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer

insolvency.

- 26.6.2 If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt for the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with the insurance requirements relating to the A.M. Best rating requirements.

26.7 **Verification of Coverage**

Contractor shall furnish Area Agency with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 26.7.1 All such certificates of insurance and policy endorsements must be received by Area Agency before work commences. Area Agency's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

- 26.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

- 26.7.3 All certificates required by this Contract shall be sent directly to Area Agency. The Area Agency project/contract/vendor number and project description shall be noted on the certificate of insurance. Area Agency reserves the right to require complete copies of all insurance policies required by this Contract at any time.

26.8 **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. Area Agency reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

26.9 **Approval and Modifications**

The Contracting Agency, in consultation with Area Agency, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract Amendment but may be made by administrative action.

26.10 **Exceptions**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

27.0 **IT 508 COMPLIANCE**

Unless specifically authorized in the Contract, any electronic or information technology offered to Area Agency under this Contract shall comply with A.R.S. §§ 41-3531 and 3532 as may be amended 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.

28.0 **LEVELS OF SERVICE**

- 28.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this Contract to ensure continuity and availability of services to eligible persons during the term of this Contract and during any transition to a subsequent contractor.

- 28.2 Area Agency makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Contract is for the sole convenience of Area Agency and that Area Agency reserves the right to obtain like goods or services from other sources when such need is determined necessary by Area Agency.
- 28.3 Any administration within Area Agency may obtain services under this Contract.
- 28.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written Contract Amendment.
- 28.5 Area Agency makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and Area Agency may decrease and/or increase them by providing written notice to the Contractor.
- 28.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the Contract may be amended, by mutual agreement, to purchase additional services by increasing the contract itemized service budget and/or budget summary.

29.0 LIMITED ENGLISH PROFICIENCY

The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34. To ensure compliance, the policy may be obtained at the following location:

<https://des.az.gov/digital-library/limited-english-proficiency>.

30.0 NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of Area Agency under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Area Agency at the end of the period for which funds are available. The President/CEO of Area Agency shall have the sole and unfettered discretion in determining the availability of funds. No liability shall accrue to Area Agency in the event this provision is exercised, and Area Agency shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

31.0 NON-DISCRIMINATION

In addition to the Uniform Terms and Conditions, Section 3.2, the following shall apply:

- 31.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 31.2 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- 31.3 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
- 31.3.1 "Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, **(insert Contractor name here)** prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The **(insert Contractor name here)** must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the **(insert Contractor name here)** must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the **(insert Contractor name here)** will take any other reasonable action that

allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: **(insert Contractor contact person and phone number here)** *“Para obtener este documento en otro formato o obtener información adicional sobre esta política, (insert Contractor contact person and phone number here).”*

32.0 NOTICES

In addition to the Uniform Terms and Conditions, Section 3.5, the following shall apply:

- 32.1 All notices shall reference the contract number.
- 32.2 The Contractor shall give written notice to Area Agency of changes to the following, and a written amendment to the contract shall not be necessary:
 - 32.2.1 Change of telephone number;
 - 32.2.2 Changes in the name and/or address of the person to whom notices are to be sent;
 - 32.2.3 Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this Contract; or
 - 32.2.4 In a fixed price with price adjustment contract, whenever there is less than a ten percent (10%) increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

33.0 ORDER OF PRECEDENCE

In addition to the Uniform Terms and Conditions, Section 2.3, the following shall apply:

- 33.1 In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:
 - 33.1.1 ADES Special Terms and Conditions;
 - 33.1.2 Uniform Terms and Conditions;
 - 33.1.3 Provider Specific Terms for Programs with ALTCS Funded Services
 - 33.1.4 Scope of Work;
 - 33.1.5 Service Specifications
 - 33.1.6 Area Agency Manuals, Policies and Directives
 - 33.1.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions;
 - 33.1.8 Exhibits;
 - 33.1.9 Documents referenced or included in the Solicitation;

34.0 PANDEMIC CONTRACTUAL PERFORMANCE

- 34.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. Area Agency may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - 34.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 - 34.1.2 Alternative methods to ensure there are services or products in the supply chain.

- 34.1.3 An up to date list of company contacts and organizational chart.
- 34.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, Area Agency shall have the following rights:
- 34.2.1 After the official declaration of a pandemic, Area Agency may temporally void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
- 34.2.2 Area Agency shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
- 34.2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, Area Agency, at its sole discretion may reinstate the temporarily voided Contract(s).
- 35.0 PARTICIPATION IN BOYCOTT OF ISRAEL**
- Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.
- 36.0 PAYMENTS**
- In addition to the Uniform Terms and Conditions, Section 4.1, the following shall apply:
- 36.1 Payments regarding this contract shall be made according to the type of payment indicated with the check mark (✓) and is identified on the Contract Summary page(s) and defined as follows:
- 36.1.1 ☒ Fixed Price with Price Adjustment - Reimbursement to the Contractor is in accordance with actual allowable costs incurred not to exceed the service reimbursement ceiling as stated in the Itemized Service Budget. The Contractor shall furnish Area Agency with an accounting of actual costs. Increases to the service reimbursement ceiling shall only be made by a Contract Amendment.
- 36.1.2 ☐ Rate or Fixed Price – The Contractor is paid a specified amount for each unit of service or deliverable as designated in the Contract Summary, not to exceed the maximum number of units if indicated by Area Agency for each contract service/deliverable. Area Agency may authorize units and adjust funding based on those authorized units throughout the term of the contract by amending the contract.
- 36.2 Area Agency must approve the service reimbursement ceiling. The Contractor shall submit an Itemized Service Budget reflecting the total amount of the service reimbursement ceiling. Area Agency will issue payment based upon actual allowable costs incurred consistent with each service budget, budget summary, or Fixed Price, not to exceed the service reimbursement ceiling. Area Agency may negotiate individual budget category, service code, activity or categories.
- 36.2.1 Whenever there is less than a ten percent (10%) increase in any budget category, service code, or activity within a service; any such increase must be offset by an equal value decrease in another budget category, service code, or activity within a service. A written explanation for the increase must be submitted to the Area Agency for approval. A new Itemized Service Budget shall not be required.
- 36.2.2 Whenever there is a ten percent (10%) or greater increase in any budget category/service code/activity, any such increase must be offset by an equal value decrease in another budget category/service code/activity or categories and written justification for the increase must be submitted to Area Agency for prior approval by Area Agency. A new Itemized Service Budget shall be required.
- 36.2.3 A Contractor shall not exceed ten percent (10%) of the total service reimbursement budget in total service adjustments within any State fiscal year.
- 36.3 The Contractor shall report to Area Agency in the manner prescribed by the "Reporting Requirements" section of these terms and conditions and service specifications or other Area Agency directives. Upon receipt of applicable, accurate and complete reports, and compliance with all requirements, Area Agency will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.
- 36.4 If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, Area Agency may, at its option and in addition to other available remedies,

either offset the amount or withhold payment up to the amount in dispute or default.

- 36.5 The Contractor may offer a price reduction adjustment at any time during the term of the Contract. Any price reduction shall be executed by a contract amendment.
- 36.6 Under no circumstances shall Area Agency make payment to the Contractor:
- 36.6.1 That exceeds the unit authorized without an amendment to this contract;
- 36.6.2 That exceeds the service reimbursement ceiling as stated in the Contract Summary or Contract Budget without an amendment to this contract; or
- 36.6.3 For services performed prior to or after the term of the contract without timely extension or renewal of the contract.
- 36.8 Compensation for Rate or Fixed Price
- 36.8.1 Subject to the availability of funds and during the period of this contract, the Area Agency shall pay the fixed unit prices for each unit of service authorized and delivered to each client in accordance with the Contract Summary.
- 36.8.2 The Contractor shall not be entitled to bill the Area Agency, nor shall the Area Agency honor any claim for payment for any client services performed in the development of, or review of a client's plan of care.
- 36.8.3 The rates per unit of service as stated in the Contract Summary shall be considered payment in full for all services and supplies rendered or provided under the terms of this contract. The Contractor agrees that it will not bill or charge clients, their families, guardian or conservators for services provided under this contract without prior approval of the Area Agency. The provisions of this section shall not be construed as restricting the right of the Contractor to bill Medicare for allowable costs, and/or to bill clients for other services rendered that are not covered by this contract.
- 36.8.4 The Contractor shall be entitled to bill the Area Agency only for those units of service that have been performed in accordance with the Scope of Work and Service Specifications of this contract and where the Contractor has obtained a valid client signature each time services were provided.
- 36.8.5 The Area Agency, working from the Contractor's billing, shall determine the payments to be made to the Contractor for services. If a discrepancy exists between the Contractor's billing and the Area Agency's record of authorized clients and units of service, the amount of the discrepancy will be disallowed and the remainder of the claim processed for payment. The Contractor shall be notified in writing of the amount and reasons for any disallowance and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit a billing for payment within thirty (30) days of the original due date.
- 36.8.6 The Area Agency President/CEO shall be the sole determiner of the availability of funds.
- 36.9 Compensation for Fixed Price with Price Adjustment
- 36.9.1 Subject to the availability of funds, Area Agency shall compensate the Contractor for delivery of the contract services designated within the Service Specifications, provided that the services are delivered during the term of the contract and in accordance with the terms and conditions set forth in this contract. The maximum reimbursement ceiling for all Fixed Price with Price Adjustment services provided during the term of this contract is stated in the Contract Summary.
- 36.9.2 At least a ten percent (10%) non-federal match is required for each Area Agency dollar awarded. This non-federal match may be either cash or in-kind.
- 36.9.3 If at contract termination the total number of eligible units of service delivered for any contracted service is less than ninety percent (90%) of the contracted units, Area Agency reserves the right to adjust payments to the Contractor proportionally.
- 36.9.4 The Area Agency shall not be obligated to compensate the Contractor for delivery of contracted services at a ratio greater than the time remaining in the contract year. The schedule of compensation shall be applied quarterly; therefore, a Contractor may not exceed compensation greater than 25%, 50%, 75% based on the

period of the contract year served. Area Agency shall have sole and unfettered discretion to deviate from this schedule.

- 36.9.5 If claiming Indirect, Area Agency requires the Contractor to submit a letter of approval from a federally recognized, cognizant agency.

37.0 PAYMENT RECOUPMENT

The Contractor shall reimburse Area Agency upon demand or Area Agency may deduct from future payments the following:

- 37.1 Any amounts received by the Contractor from Area Agency for contract services which have been inaccurately reported or are found to be unsubstantiated;
- 37.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by Area Agency;
- 37.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
- 37.4 Any amounts paid by Area Agency for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
- 37.5 Any amounts expended for items or purposes determined unallowable by Area Agency when this Contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
- 37.6 Any amounts paid by Area Agency for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
- 37.7 Any amounts received by the Contractor from Area Agency which are identified as a financial audit exception;
- 37.8 Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling;
- 37.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions; and
- 37.10 Any payments made for services rendered before the Contract begin date or after the Contract termination date.

38.0 PERSONNEL

The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this Contract.

39.0 PREDECESSOR AND SUCCESSOR CONTRACTS

The execution or termination of this Contract shall not be considered a waiver by Area Agency of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

40.0 PROFESSIONAL STANDARDS

The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the Contract.

41.0 RATE ADJUSTMENT

- 41.1 The Contractor agrees to provide services at the rates as set forth in this Contract. No other costs, rates, or fees shall be payable to the Contractor. Any requests for rate adjustment(s) shall be submitted in writing a minimum of forty-five (45) days prior to contract extension and include supportive justification for the proposed adjustment(s) such as, but not limited to, economic data. Rate adjustment(s) shall only be

considered at time of contract extension. Area Agency will review such request(s) and shall determine whether an adjustment shall be granted or if an alternative option is in the best interests of Area Agency. Any rate adjustment, if approved, will be effective and executed via a Contract Amendment.

41.2 Any approved rate adjustment shall be applied to the specific rate(s) in effect prior to the contract extension period.

41.3 The request shall include the contract number and service description.

41.4 The Contractor shall submit the request for a rate adjustment to:

Area Agency on Aging, Region One, Incorporated
Contracts Department
1366 E Thomas Road, Suite 108
Phoenix, Arizona, 85014

or

ContractsDepartment@aaaphx.org

42.0 RECORDS

In addition to the Uniform Terms and Conditions, Section 3.1, the following shall apply:

42.1 Contract service records will be maintained in accordance with this contract, contract amendment(s), scope(s) of work, service specification(s), and any other Area Agency policies and directives. Records shall, as applicable, meet the following standards:

42.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

42.1.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card (front and back), wage rates, and effective dates of personnel actions affecting any of these items;

42.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;

42.1.4 For Fixed Price with Price Adjustment contracts, include:

1. Records of the source of all receipts and the deposit of all funds received by the Contractor;
2. Original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the Contract;
3. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and
4. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect Contract expenditures.

42.1.5 Specific to staff/volunteers providing transportation services, records must include a copy of a valid driver's license based on the vehicle to be driven and the initial physical exam and subsequent physical exams per contract requirements.

42.1.6 Specific to staff/volunteers providing home delivered meals, records must include a copy of a valid driver's license based on the vehicle to be driven.

42.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

42.2.1 Contractor shall ensure its subcontractor(s), preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

42.2.2 If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination.

- 42.2.3 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by Area Agency, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

43.0 RELATIONSHIP OF PARTIES

In addition to the Uniform Terms and Conditions, Section 2.4, the following shall apply:

- 43.1 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by Area Agency or other funding source within this contract.
- 43.2 Taxes or Social Security payments will not be withheld from Area Agency payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

44.0 REPORTING REQUIREMENTS

- 44.1 Unless otherwise provided in this Contract, reporting shall adhere to the following schedule: with the exception of the last month of the Contract term, the Contractor shall submit programmatic and financial reports to Area Agency as specified in the Scope of Work and Service Specifications no later than the tenth (10th) day following the end of each month during the Contract term. Failure to submit accurate and complete reports by the tenth (10th) day following the end of each month may result, at the option of Area Agency, in retention of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of Area Agency, in a forfeiture of such payment. *Reference Exhibit E.*
- 44.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to Area Agency in the form set forth in the contract no later than the Area Agency appointed day following the end of each Contract term. The final fiscal report for the Contract term shall include all adjustment to prior financial reports submitted for the Contract term.
- 44.3 No later than the forty-fifth (45th) day following the termination or the expiration of this Contract, Contractor shall submit to Area Agency a final program and fiscal reports. Failure to submit the final program and fiscal reports within the above time period may result, at the option of Area Agency, in forfeiture of final payment.
- 44.4 All reports shall reference the contract number and be submitted to the person designated by Area Agency.

45.0 RESPONSIBILITY FOR PAYMENTS INDEMNIFICATION

The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the Contract and will indemnify and save Area Agency harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at Area Agency's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

46.0 SUBCONTRACTS

In addition to Section 5.2 of the Uniform Terms and Conditions, the following shall apply:

- 46.1 The Contractor shall be responsible for any goods and/or services to be provided by the subcontractor and ensure performance, is in accordance with the requirements of the Contract.
- 46.2 Prior to adding a subcontractor to the Contract, the Contractor shall submit a formal, written request to the Area Agency President/CEO. The request shall:
- 46.2.1 Be on the Contractors company letterhead;
- 46.2.2 Be signed by an authorized representative of the Contractor; and
- 46.2.3 Contain the following information:
1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
 2. The certifications required of the subcontractor (if any);
 3. The subcontractor's small business status (if applicable);

4. The type of goods and/or services to be provided by the subcontractor;
5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.

46.2.4 Area Agency reserves the right to request additional information deemed necessary about any proposed subcontractor. Area Agency reserves the right to approve or disapprove the proposed subcontractor if in the best interest of the Area Agency.

46.3 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to Area Agency within five (5) calendar days of the request.

47.0 SUBSTANTIAL INTEREST DISCLOSURE

47.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to Area Agency.

47.2 Leases or rental agreements or purchase of real property which are covered by Section 47.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

47.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. § 38-502 as may be amended.

48.0 SUPPORTING DOCUMENTS AND INFORMATION

In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish Area Agency with any further documents and information deemed necessary by Area Agency. Upon receipt of a request for information from Area Agency, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

49.0 SUSPENSION OR DEBARMENT

In addition to the Uniform Terms and Conditions, Section 9.3, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.

50.0 TECHNICAL ASSISTANCE

Area Agency may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this Contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

51.0 TERMINATION FOR ANY REASON

51.1 In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by Area Agency, shall assist Area Agency in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.

51.2 In the event of termination or suspension of the Contract by Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the Department and the State for any claim by any other party against Area Agency, the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. § 41-621 et seq. as may be amended or

an obligation is unauthorized under A.R.S. § 35-154 as may be amended the provisions of this paragraph shall not apply.

- 51.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

52.0 TERMINATION FOR DEFAULT

In addition to the Uniform Terms and Conditions, Section 9.5, Area Agency may immediately terminate this Contract if Area Agency determines that the health or welfare or safety of service recipients is endangered.

53.0 TRANSFER OF KNOWLEDGE

The Contractor shall, whenever feasible, share strategies and techniques with Area Agency staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

54.0 TRANSITION OF ACTIVITIES

In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this Contract, there shall be a transition of services period. During this period, the Contractor under this Contract shall work closely with the new contractor's personnel and/or Area Agency staff to ensure a smooth and complete transfer of duties and responsibilities. Area Agency's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new contractor and/or Area Agency staff to implement the transfer of duties. Area Agency reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

55.0 UNALLOWABLE COSTS

The cost principles set forth in the Code of Federal Regulations, 2 C.F.R. § 200, (Issued December 26, 2013), including later amendments and editions, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Costs that are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

56.0 VISITATION, INSPECTION AND COPYING

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection, monitoring, and copying by Area Agency and any other appropriate agent of funding source or the State or Federal Government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

57.0 WARRANTY OF SERVICES

The Contractor warrants that all services provided under this Contract shall conform to the requirements stated herein and any amendments hereto. Area Agency's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, Area Agency may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this Contract in the manner and to the same extent as the services originally furnished.

Uniform Terms and Conditions

1.0 DEFINITION OF TERMS

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 “*Attachment*” means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 “*Contract*” means the combination of the Solicitation, Request for Proposals, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work, Service Specifications; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms implied by law.
- 1.3 “*Contract Amendment*” means a written document signed by the Area Agency President/Chief Executive Officer (CEO) that is issued for the purpose of making changes in the Contract.
- 1.4 “*Contractor*” means any person, agency, entity that has a Contract with Area Agency. Contractor shall also be referred to as a provider.
- 1.5 “*Days*” means calendar days unless otherwise specified.
- 1.6 “*Exhibit*” means any item labeled as an Exhibit in the Solicitation and Contract or placed in the Exhibits section of the Solicitation and Contract.
- 1.7 “*Gratuity*” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 “*Materials*” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 “*Procurement Officer*” means the Area Agency President/CEO or his or her designee, duly authorized by Area Agency to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 “*Services*” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 “*Subcontract*” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 “*State*” means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 “*State Fiscal Year*” means the period beginning with July 1 and ending June 30.

2.0 CONTRACT INTERPRETATION

- 2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

- 2.3 **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1 ADES Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Provider Specific Terms for Programs with ALTCS Funded Services
- 2.3.4 Scope of Work;
- 2.3.5 Service Specifications;
- 2.3.6 Area Agency manuals, policies and directives;
- 2.3.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions
- 2.3.8 Exhibits;
- 2.3.9 Documents referenced or included in the Solicitation.
- 2.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.0 CONTRACT ADMINISTRATION AND OPERATION**
- 3.1 **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by Area Agency and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. Area Agency shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If Area Agency determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by Area Agency for testing and inspection.
- 3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by Area Agency to the person indicated on the Contract Signature Page and/or Facility Location page submitted by the Contractor unless otherwise stated in the Contract. Notices to Area Agency required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise

stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Area Agency President/CEO or designee.
- 3.7 **Property of the Area Agency.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of Area Agency. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of Area Agency.
- 3.8 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and Area Agency shall be considered the creator of such Intellectual Property. The Area Agency in requesting the issuance of this contract shall own (for and on behalf of the Area Agency) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify Area Agency, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Area Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Area Agency. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the Area Agency without the express written authorization of the Area Agency President/CEO or designee requesting the issuance of this contract.
- 3.9 **Federal Immigration and Nationality Act.** The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The Area Agency shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should Area Agency determine that the contractor and/or any subcontractors be found noncompliant, Area Agency may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. *"After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years whichever is longer."*
- 3.11 **Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 4.0 COSTS AND PAYMENTS**
- 4.1 **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Area Agency.
- 4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 **Applicable Taxes.**

- 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona and Area Agency is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State, Area Agency, and its funders harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with Area Agency, unless not required by law.
- 4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State or Area Agency for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State and/or Area Agency may take any of the following actions:
- 4.5.1 Accept a decrease in price offered by the contractor;
- 4.5.2 Cancel the Contract; or
- 4.5.3 Cancel the contract and re-solicit the requirements.

5.0 CONTRACT CHANGES

- 5.1 Amendments. This Contract is issued under the authority of the Area Agency President/CEO who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Area Agency President/CEO in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Area Agency President/CEO. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Area Agency President/CEO. Area Agency shall not unreasonably withhold approval.

6.0 RISK AND LIABILITY

- 6.1 Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification.
- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be indemnified

and held harmless by the contractor for the vicarious liability of the Area Agency and the State as a result of entering into this contract. However, the parties further agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

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

6.2.3 **Indemnification for Subcontractor.** In addition, the Contractor shall cause its contractor(s) and subcontractor(s), if any, to indemnify, defend, save and hold harmless the Area Agency and State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as Claims) for bodily injury or personal injury (including death), or loss or damage or tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor to the extent permitted by law, from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable.

6.3 **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the Area Agency and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 **Force Majeure.**

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by

Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to Area Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7.0 WARRANTIES

7.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the Area Agency of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 **Fitness.** The Contractor warrants that any material supplied to Area Agency shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by Area Agency.

7.5 **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6 **Survival of Rights and Obligations after Contract Expiration or Termination.**

7.6.1 **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the Area Agency or State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2 **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Area Agency President/CEO, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8.0 CONTRACTUAL REMEDIES

8.1 **Right to Assurance.** If Area Agency in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Area Agency President/CEO may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the Area Agency's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 **Stop Work Order.**

8.2.1 The Area Agency may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by Area Agency after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Area Agency President/CEO shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 **Non-exclusive Remedies.** The rights and the remedies of the Area Agency under this Contract are not exclusive.

8.4 **Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Area Agency may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 **Right of Offset.** Area Agency shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by Area Agency, or damages assessed by Area Agency concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 **CONTRACT TERMINATION**

9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, Area Agency may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Area Agency is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 **Gratuities.** Area Agency may, by written notice, terminate this Contract, in whole or in part, if Area Agency determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of Area Agency for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 **Suspension or Debarment.** Area Agency may, by written notice to the Contractor, immediately terminate this Contract if Area Agency determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify Area Agency.

9.4 **Termination for Convenience.** Area Agency reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of Area Agency, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to

receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 **Termination for Default.**

9.5.1 In addition to the rights reserved in the contract, Area Agency may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency on demand.

9.5.3 The Area Agency may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.

9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 **CONTRACT CLAIMS**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11.0 **ARBITRATION**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12.0 **ADULT PROTECTIVE SERVICES REGISTRY**

Providers are required to conduct a search of the Adult Protective Services (APS) Registry for all personnel (including subcontracted personnel and volunteers), including paid family members, who provide direct service to clients in their homes and other community-based settings. The personnel shall be prohibited from providing services to clients if the search of the APS Registry contains any substantiated report of abuse, neglect, or exploitation of vulnerable adults. Providers may choose to allow exceptions to the background requirements for DCWs providing services to family members only as specified in AMPM Policy 1240-A. The search of the APS Registry shall be conducted at the time of hire/initial contract and annually thereafter. Documentation of the search results should be maintained in the personnel/volunteer file for audit purposes. (Refer to the Report of the Abuse & Neglect Prevention Task Force to Governor Douglas A. Ducey ((November 1, 2019)) developed in response to Executive Order 2019-03).

CONTRACTOR SPECIFIC TERMS
Subcontract Provisions for ALTCS Funded Service Programs

Based on the Area Agency's contract with the ALTCS Agencies, the following provisions are additional requirements to all subcontractors for adult day health care and home delivered meal services.

1. Definitions

- a. ALTCS shall mean Arizona Long Term Care System
- b. ALTCS Agency shall mean individually or collectively the following agencies: Banner University Family Plan, UnitedHealthcare Community Plan, Mercy Care Plan, and any other agency(s) that may be initiated by ALTCS during the duration of this contract.
- c. AHCCCS shall mean Arizona Health Care Cost Containment System administration.

2. Adult Day Health Care Rates The contracted unit rates for adult day health care shall be subject to the actions, decisions, and policies of the ALTCS Agencies individually.

3. Assignment and Delegation of Rights and Responsibilities No payment due the Contractor under this subcontract may be assigned without the prior approval of Area Agency which may require further approval from an ALTCS Agency. No assignment or delegation of the duties of this subcontract shall be valid unless prior written approval is received from AHCCCS. (A.A.C. R2-7-305)

4. Awards of Other Subcontracts AHCCCS and/or the ALTCS Agency may undertake or award other contracts for additional or related work to the work performed by the Contractor and the Contractor shall fully cooperate with such other contractors, subcontractors or state employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor, subcontractor or state employee. (A.A.C. R2-7-308)

5. Certification of Compliance – Anti-Kickback and Laboratory Testing By signing this subcontract, the Contractor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 USC §§1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (PL 101-239 and PL 101-432) and compensation there from. If the Contractor provides laboratory testing, it certifies that it has complied with 42 CFR §411.361 and has sent to AHCCCS simultaneous copies of the information required by that rule to be sent to the Centers for Medicare and Medicaid Services. (42 USC §§1320a-7b; PL 101-239 and PL 101-432; 42 CFR §411.361)

6. Certification of Truthfulness of Representation By signing this contract, the Contractor certifies that all representations set forth herein are true to the best of its knowledge.

7. Clinical Laboratory Improvement Amendments of 1988 The Clinical Laboratory Improvement Amendment (CLIA) of 1988 requires laboratories and other facilities that test human specimens to obtain either a CLIA Waiver or CLIA Certificate in order to obtain reimbursement from the Medicare and Medicaid (AHCCCS) programs. In addition, they must meet all the requirements of 42 CFR 493, Subpart A. To comply with these requirements, AHCCCS requires all clinical laboratories to provide verification of CLIA Licensure or Certificate of Waiver during the provider registration process. Failure to do so shall result in either a termination of an active provider ID number or denial of initial registration. These requirements apply to all clinical laboratories. Pass-through billing or other similar activities with the intent of avoiding the above requirements are prohibited. The Contractor may not reimburse providers who do not comply with the above requirements. (CLIA of 1988; 42 CFR 493, Subpart A)

8. Compliance with AHCCCS Rules Relating to Audit and Inspection The Contractor shall comply with all applicable AHCCCS Rules and Audit Guide relating to the audit of the Contractor's records and the inspection of the Contractor's facilities. If the Contractor is an inpatient facility, the Contractor shall file uniform reports and Title XVIII and Title XIX cost reports with AHCCCS. A.R.S. §41-2548; 45 CFR 74.48(d)

9. Compliance with Laws and Other Requirements The Contractor shall comply with all federal, State and local laws, rules, regulations, standards and executive orders governing performance of duties under this contract, without limitation to those designated within this contract. [42 CFR 434.70] [42CFR 438.6(1)]

10. Confidentiality Requirement The Contractor shall safeguard confidential information in accordance with federal and State laws and regulations, including but not limited to, 42 CFR Part 431, Subpart F, A.R.S. §36-107, 36-2903, (for Acute), 36-2932 (for (ALTCS), 41-1959 and 46-135, THE Health Insurance Portability and Accountability Act (Public Law 107-191 Statutes 1936), 45 CFR Parts 160 and 164, and AHCCCS Rules.

11. Conflict of Interpretation of Provisions In the event of any conflict in interpretation between provisions of this contract and the AHCCCS Minimum Subcontract Provisions, the latter shall take precedence.
12. Contract Claims and Disputes Contract claims and disputes arising under A.R.S. Title 36, Chapter 29 shall be adjudicated in accordance with AHCCCS Rules, A.R.S. §36-2901 et seq. (for Acute) and A.R.S. §36-2931 et seq. for (ALTCS).
13. Encounter Data Requirement If the Contractor does not bill the Area Agency (e.g., Contractor is capitated), the Contractor shall submit encounter data to the Area Agency in a form, acceptable to AHCCCS.
14. Evaluation of Quality, Appropriateness, or Timeliness of Services AHCCCS or the U.S. Department of Health and Human Services may evaluate, through inspection or other means, the quality, appropriateness or timeliness of services performed under this subcontract.
15. Fraud and Abuse If the Contractor discovers, or is made aware, that an incident of suspected fraud or abuse has occurred (related to business operations, not related to client / participant fraud or abuse), the Contractor shall report the incident to the Area Agency and to AHCCCS Office of Inspector General immediately within one business day and to the ALTCS Agency. All other incidents of potential fraud should be reported to the Area Agency.
16. General Indemnification To the extent permitted by law the parties to this contract agree that AHCCCS shall be indemnified and held harmless by the Area Agency and Contractor for the vicarious liability of AHCCCS as a result of entering into this contract. However, the parties further agree that AHCCCS shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence. Contractor shall provide training staff regarding fraud, waste, and abuse of contracted services and funds.
17. Insurance The Contractor shall maintain for the duration of this subcontract a policy or policies of professional liability insurance, comprehensive general liability insurance and automobile liability insurance in amounts that meet **ADES Special Terms and Conditions section 26.0 Indemnification and Insurance**. The Contractor agrees that any insurance protection required by this contract, or otherwise obtained by the Contractor, shall not limit the responsibility of Contractor to indemnify, keep and save harmless and defend the State and AHCCCS, their agents, officers and employees as provided herein. Furthermore, the Contractor shall be fully responsible for all tax obligations, Worker's Compensation Insurance, and all other applicable insurance coverage, for itself and its employees, and AHCCCS shall have no responsibility or liability for any such taxes or insurance coverage. (45 CFR Part 74) The requirement for Worker's Compensation Insurance does not apply when a Contractor is exempt under A.R.S. §23-901, and when such Contractor executes the appropriate waiver (Sole Proprietor/ Independent Contractor) form to Area Agency. *[This provision applies only if the Contractor provides services directly to AHCCCS members]*
18. Limitations on Billing and Collection Practices Except as provided in federal and state law and regulations, the Contractor shall not bill, or attempt to collect payment from a person who was AHCCCS eligible at the time the covered service(s) were rendered, or from the financially responsible relative or representative for covered services that were paid or could have been paid by the System. This limitation does not prevent the Contractor from engaging in additional services to the client that are specifically requested by the client or from the financially responsible relative or representative for covered services. Contractor must first submit notification to the ALTCS Agency representative of the eligible member and document such notification and the confirmation from the representative. For only these additional services may the Contractor bill, collect, or attempt to collect payment from persons herein identified.
19. Maintenance of Requirements to do Business and Provide Services The Subcontractor shall be registered with AHCCCS through and in cooperation with the Area Agency and shall obtain and maintain all licenses, permits and authority necessary to do business and render service under this subcontract and, where applicable, shall comply with all laws regarding safety, unemployment insurance, disability insurance and worker's compensation.
20. Non-Discrimination The Contractor shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, gender, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and state laws, rules and regulations, include the Americans with Disabilities Act and Title VI. The Contractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin, or disability. (Federal regulations, State Executive Order #99-4)
21. Prior Authorization and Utilization Management The Area Agency and Contractor shall develop, maintain and use a system for Prior Authorization and Utilization Review that is consistent with AHCCCS Rules and the ALTCS Agency's policies.

22. Records Retention

- a. The Contractor shall maintain books and records relating to covered services and expenditures including reports to AHCCCS and working papers used in the preparation of reports to AHCCCS. The Contractor shall comply with all specifications for record keeping established by AHCCCS. All books and records shall be maintained to the extent and in such detail as required by AHCCCS Rules and Policies. Records shall include but not be limited to financial statements, records relating to the quality of care, medical records, prescription files, and other records specified by AHCCCS.
- b. The Contractor agrees to make available at its office at all reasonable times during the term of this contract and the period set forth in the following paragraphs, any of its records for inspection, audit, or reproduction by any authorized representative of AHCCCS, state, or federal government.
- c. The Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract unless a longer period of time is required by law. For retention of patient medical records, the Contractor shall ensure compliance with A.R.S. §12-2297 which provides, in part that a health care provider shall retain patient medical records according to the following:
 1. If the patient is an adult, the Contractor shall retain the patient medical records for at least six (6) years after the last date the adult patient received medical or health care services from the Contractor.
 2. If the patient is under eighteen (18) years of age, the provider shall retain the patient medical records either for at least three years after the child's eighteenth birthday or for at least six years after the last date the child received medical or health care services from the Contractor, whichever date occurs later.
 3. In addition, the Contractor shall comply with the record retention periods specified in the HIPAA laws and regulations, including, but not limited to, 45 CFR 164.530(j)(2).
- d. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination. Records which relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by AHCCCS, shall be retained by the Contractor for a period of five (5) years after the date of final disposition or resolution thereof unless a longer period of time is required by law. (45 CFR 74.53; 42 CFR 431.17; ARS §41-2548)

23. Severability If any provision of these standard contract terms and conditions is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.

24. Standards of Conduct The Contractor will perform services for ALTCS members consistent with the proper and required practice of medicine including requirements within this contract and must adhere to the customary rules of ethics and conduct of its appropriate professional organization including, but not limited to, the American Medical Association and other national and state boards and associations or health care professionals to which they are subject to licensing, certification, and control.

25. Subjection of Subcontract Contractor may not engage in a subcontract for Area Agency services without prior written consent from the Area Agency. The terms of any subcontract shall be subject to the applicable material terms and conditions of the contract existing between the Contractor and Area Agency and AHCCCS for the provision of covered services.

26. Termination of Contract Area Agency may, by written notice to the Contractor, terminate this contract if it is found, after notice and hearing by the Area Agency and/or State, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view towards securing a contract or securing favorable treatment with respect to the awarding, amending or the making of any determinations with respect to the performance of the Contractor; provided, that the existence of the facts upon which the Area Agency and/or State makes such findings shall be in issue and may be reviewed in any competent court. If the contract is terminated under this section, unless the Contractor is a governmental agency, instrumentality or subdivision thereof, Area Agency and/or AHCCCS shall be entitled to a penalty, in addition to any other damages to which it may be entitled by law, and to exemplary damages in the amount of three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee. [AAC R2-5-501; ARS §41-2616 C.; 42 CFR 434.6,a.(6)]

27. Voidability of Contract This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract without Area Agency's prior written approval.

28. Warranty of Services The Contractor, by execution of this contract, warrants that it has the ability, authority, skill, expertise and capacity to perform the services specified in this contract.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

16.0 CONGREGATE MEALS

16.1 Purpose Statement

16.1.1 The service helps to increase the nutrient intake of participants to prevent or reduce the risk of chronic diseases, preserve and promote health, and improve nutritional status.

16.2 Service Description

16.2.1 Taxonomy Definition - A service that provides for a nutritious meal containing at least one-third (1/3) of the Recommended Dietary Allowance for an individual in a congregate setting.

16.2.2 Service Description: Congregate nutrition services:

1. Provide for meal planning, preparation and service.
2. Provide staff training, nutrition education and social interaction.
3. Link individuals with community-based services and provide resources for physical and health interventions, where available.

16.2.3 The Older Americans Act as amended in 2006 adopted one-third (1/3) of Dietary Reference Intakes as the meal standard.

16.2.4 Eligibility Requirements – The Contractor shall provide services to individuals that meet the eligibility requirements described in Chapter 3000, of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

16.3 Service Requirements – The Contractor shall provide:

16.3.1 Menu Planning

1. Develop cycle menus to be used on a semi-annual basis (every six (6) months). A cycle menu is a six or more week menu that will be rotated throughout the period.
2. Keep menus for audit inspection for at least one (1) year after the meals have been served. Menus shall also be kept for at least one (1) year at the meal preparation site and the location where the meal was served.
3. Utilize a mechanism to solicit the advice and expertise of:
 - a) A dietitian or other individual meeting the requirements in Section 17.4;
 - b) Meal participants; and
 - c) Other individuals knowledgeable of the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000.
4. Compose menus in English as well as the dominant language or languages of the participant group for each site.
5. Incorporate ethnic and cultural preferences of participants when planning menus.
 - a) Plan menus that reduce the frequent use of foods high in sugar, salt, and saturated fats.
 - b) Plan menus considering the availability of foods during seasons when they are most plentiful.
 - c) Plan, prepare, provide and serve meals in accordance with the ADES, DAAS “Nutrition, Food Service, and Wellness Manual as amended.
 - d) Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
 - i. Each meal must contain a specified number of calories as defined in DAAS policies and procedures.
 - ii. Plan the menu with a majority (≥ 80%) as hot meals.
 - iii. Cold meals may be planned, such as once a week during the summer, to add variety to the menu such as chef salad, sub sandwich or deli plate.
6. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on an ADES or contractor’s standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to using the menu.
 - a) The R.D., Nutritionist, DTR, or CDM shall verify menu by computerized nutritional analysis of at least one (1) meal per week of the menu cycle and adherence to menu requirements in the ADES, DAAS “Nutrition, Food Service, and Wellness Manual” and as may be amended.

16.3.2

Meal Preparation and Service

1. Prepare and serve congregate meals in compliance with all municipal, county, state, tribal, and federal requirements related to the food service operation.
2. Prepare or arrange for preparation and service of meals and adhere to approved menus as written.
 - b) Substitutions shall be made when ingredient is unavailable. Shall be selected from the same food group, for example, one-half (1/2) cup carrots for one-half (1/2) cup green beans.
 - c) Substitution menus for holidays and special occasions must meet menu requirements as listed in 17.3.1.
 - d) All substitutions shall be documented on the approved menu for site review.
3. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
4. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
5. Maintain a distinct and physical separation between dining areas and food preparation areas.
6. Use facilities and equipment that are suitable and accessible for individuals who are functionally limited when providing congregate meals.
7. Allow adequate aisle space between tables for the use of wheelchairs, or to allow persons with canes or other support devices to walk with ease and safety.
8. Post menus at the site at least one (1) week in advance of the start of the menu. Site location shall be clearly accessible and visible to individuals attending the congregate meals site.
9. Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
10. Document the number of meals provided each month at each location.
11. Review food service expenditures annually in order to further cost-effective management of expenses.
12. Develop and implement an emergency meal plan to be used when a meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with existing supplies for implementation.
13. Provide the opportunity for participants to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, Section 3200, as may be amended.

16.3.3

Staff Training

1. Provide on-going food safety and sanitation training for all food service personnel according to the local county health department in which the site is located to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs. All new food service personnel shall initially receive this training within the first month of employment.
2. Require that all food handlers pass a course provided by a certified trainer in food safety and sanitation within one (1) month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or another course approved by their County Health Department.
3. Document staff certification and training in personnel files.

16.3.4

Nutrition Education

1. Plan, develop, and implement a written nutrition education program that includes at least two (2) sessions/activities each quarter.
2. Nutrition education includes written materials, demonstrations, audio-visual presentations, lectures, and small group discussions.
3. Nutrition education pertains to nutritionally related topics that are culturally sensitive such as: dietary guidelines for older adults, modified meals and chronic disease, food and drug interaction, physical fitness health information as it relates to nutrition, meal planning and preparation, budgeting, shopping, and sanitation.
4. Nutrition information is backed by credible research. Only materials from reputable sources shall be used such as The Academy of Nutrition Dietetics, United States Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease

- Control, Administration on Aging, and the National Institute on Aging.
5. Publicly Post and advertise nutrition education sessions/activities in advance.
 6. Require that each center/site develops and submits to the Contractor an outline of the proposed nutrition education program annually. Outlines are to be maintained and monitored for compliance.
 7. Document the date, topic, name of presenter and the number of people who attended the nutrition education. Documentation to be retained for at least one (1) year at the center/site for annual audit purposes.
 8. Require that every participant is given the Nutrition Screening Checklist initially, and annually thereafter.
 - a) Those at high nutritional risk with a score of six (6) or higher are referred to a healthcare professional for nutrition-related counseling.

16.3.5 **Social Interaction**

1. Provide activities that encourage social interaction, e.g., recreation and group activities in concert with meals provided.
2. Establish and maintain project/site councils comprised of attendees to provide input on activities and meals.

16.3.6 **Site Monitoring**

1. Monitor on an annual basis the centers/sites for compliance to the ADES requirements.
2. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.
3. Conduct timely monitoring to verify completion of corrective actions taken by centers/sites.

16.4 **Licensure/Certification Requirements**

16.4.1 Registered Dietitians and Registered Dietetic Technicians must meet the requirements for membership in the Academy of Nutrition Dietetics American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.

16.4.2 Nutritionists must hold a Bachelor's or Master's degree in food and nutrition.

16.4.3 Certified Dietary Managers must meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association, are in good standing with the Board, and meet continuing education requirements.

16.4.4 All food handlers shall be certified in food safety and sanitation within one (1) month of employment. Site manager or the appropriate management staff shall have an additional certification such as ServSafe or another course approved by their County Health Department.

16.5 **Reporting Unit**

16.5.1 One (1) unit of service equals one (1) meal.

CONGREGATE MEALS

1. SERVICE DESCRIPTION
 - a. To provide for delivery of congregate meals.
2. STAFFING REQUIREMENTS
 - a. Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
 - b. Ongoing training shall be provided for persons providing congregate meals. Training shall be conducted prior to the person performing the service on their own. Training must minimally include:
 1. Require that all food handlers pass a course approved by the Maricopa County Health Department within one month of employment. The site manager shall have additional training such as ServSafe or other courses approved by the Maricopa County Health Department.
 2. Document staff certification and training in personnel files.
 3. Contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.
3. CLIENT CONTRIBUTION POLICIES
 - a. All eligible clients shall be provided the opportunity to contribute toward the cost of service.
 - b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
 - c. Suggested contribution rates shall be developed by the Contractor through the site council or a participant body and reviewed annually. Any suggested contribution shall not imply a charge.
 - d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during service delivery or by mail.
 - e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
 - f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.
4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

 - a. All congregate meal operations must be conducted using the Area Agency electronic database.
 - b. Reports and documentation must be reported on a calendar month only as follows:
 - i. program reports completed by the 5th of each month.
 - ii. financial statement completed by the 10th of each month.
5. DEFINITION OF UNIT OF SERVICE
 - a. One unit of service equals one meal served to a client.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

22.0 HOME DELIVERED MEALS

22.1 Purpose Statement

22.1.1 The service helps increase the nutrient intake of older adults at nutrition risk and allow them to remain independent in their homes.

22.2 Service Description

22.2.1 Taxonomy Definition – A service that provides for a nutritious meal containing at least one-third (1/3) of the Recommended Dietary Allowance for an individual, delivered to his/her place of residence.

22.2.2 Home Delivered Meals is a case-managed service.

22.2.3 Provide older adults, in their home or place of residence, with nutritious meals that meet one-third (1/3) of the Dietary Reference Intakes.

22.2.4 Provide resources and options, when available, that allow older adults to remain independent in their homes and communities.

22.2.5 A “wellness check” is conducted at the time of the meal delivery to evaluate the general health and well-being of the meal recipient.

22.2.6 The service also provides for the opportunity for socialization.

22.2.7 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described in Chapter 3000, of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

22.3 Service Requirements – The Contractor shall provide:

22.3.1 Menu Planning

1. Develop cycle menus to be used on a semi-annual basis (every six (6) months). A cycle menu is a six (6) or more week menu that will be rotated throughout the period.
2. Maintain menus for audit inspection for at least one (1) year after the meals have been served. Menus shall also be kept for at least one (1) year at the meal preparation site and the location where the meal was served.

22.3.2 Utilize a mechanism to solicit the advice and expertise of:

1. Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM)
2. Meal participants; and
3. Other individuals knowledgeable of the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000.

22.3.3 Compose menus in English as well as the dominant language or languages of the participant group for each site.

22.3.4 Incorporate ethnic and cultural preferences of participants when planning menus.

1. Plan menus that reduce the frequent use of foods high in sugar, salt, and saturated fats.
2. Plan menus considering the availability of foods during seasons when they are most plentiful.
3. Plan, prepare, provide and serve meals in accordance with the ADES, DAAS “Nutrition, Food Service, and Wellness Manual as amended.
4. Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
 - a) Each meal must contain a specified number of calories as defined in DAAS policies and procedures;
 - b) Plan the menu with a majority (≥ 80%) as hot meals; and
 - c) Cold meals may be planned, such as once a week during the summer, to add variety to the menu such as chef salad, sub sandwich or deli plate.
5. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on an ADES or contractor’s standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to using the menu.
 - d) The R.D., Nutritionist, DTR, or CDM shall verify menu by computerized nutritional analysis of at least one (1) meal per week of the menu cycle and adherence to menu requirements in the ADES, DAAS “Nutrition, Food Service, and Wellness Manual” and as may be amended.

6. Annually review food service expenditures in order to further cost-effective management.
7. Develop and implement an emergency plan to be used when the meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with supplies on hand for implementation.

22.3.5 Meal Preparation and Service

1. Provide a nutritious home delivered meal at least once a day, five (5) days a week except in rural areas where such frequency is not feasible, and as approved by the DAAS.
 - e) Prepare or arrange for preparation and service of meals and adhere to approved menus as written:
 - i. Substitutions shall be made when ingredient is unavailable. Shall be selected from the same food group, for example, one-half (1/2) cup carrots for one-half (1/2) cup green beans;
 - ii. Substitution menus for holidays and special occasions must meet menu requirements as listed in 17.3.1; and
 - iii. All substitutions shall be documented on the approved menu for site review.
 - f) Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
 - g) Prepare and deliver meals in compliance with all local, county, state, and federal regulations and requirements for food service.
 - h) Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
 - i) Provide menus to eligible client at least one (1) week in advance of the start of the menu. Site location shall be clearly accessible and visible to individuals attending the congregate meals site.
 - j) Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
 - k) Document the number of meals provided each month at each location.
 - l) Review food service expenditures annually in order to further cost-effective management of expenses.
 - m) Develop and implement an emergency meal plan to be used when a meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with existing supplies for implementation.
 - n) Provide the opportunity for participants to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, as may be amended.

22.3.6 Delivery Requirements

1. Package and deliver meals in a safe and sanitary manner.
2. Meals are to be hand-delivered directly to the eligible client unless an exception has been made and is documented in the client's case file.
3. Provide each new participant with a current week's menu and provide on-going individuals with a copy of the menu at least one (1) week in advance.
4. Obtain the individual's authorized signature and date for each meal delivered and maintain the signatures in a central file.
5. Maintain record/log of the number of meals delivered each month to each individual.
6. If more than one (1) frozen meal is received per delivery per individual, document reason for multiple meals delivery in the individual's case record.
7. It is verified and documented in the case record that the individual has the facilities to properly store and prepare frozen meal(s).

22.3.7 Wellness Check

1. Assess general mental and physical health status ("wellness check") of the individual at the time of meal delivery; and
2. Refer to Case Manager all individuals for appropriate action who present additional medical or social problems during the course of service delivery.

22.3.8 Staff Training

1. Provide on-going food safety and sanitation training for all food service personnel according to the local county health department in which the site is located to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of

gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs. All new food service personnel shall initially receive this training within the first month of employment.

2. Require that all food handlers pass a course provided by a certified trainer in food safety and sanitation within one (1) month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or another course approved by their County Health Department.
3. Document staff certification and training in personnel files.
4. Provide training on a quarterly basis to persons preparing and delivering meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and service, cost effective management, purchasing, menu planning, equipment operation and safety.
5. Train meal delivery staff in Wellness Check evaluations on communication and observation skills necessary to evaluate an individual's general mental and physical status at the time of meal delivery.
6. Document staff certification and training in personnel files.

22.3.9

Nutrition Education

1. Provide to home delivered meal individuals printed nutrition education materials two (2) times per quarter.
2. Plan, develop, and implement a written nutrition education program that includes at least two (2) handouts each quarter, and that pertain to nutritionally related topics that are culturally sensitive such as, but not limited to:
 - a) Dietary guidelines for older adults;
 - b) Modified meals and chronic disease;
 - c) Food and drug interaction;
 - d) Physical fitness health information as it relates to nutrition;
 - e) Meal planning and preparation;
 - f) Budgeting, shopping; and
 - g) Sanitation.
3. Nutritional information provided to individuals shall be backed by credible research, such as but limited to: The Academy of Nutrition Dietetics, United State Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration for Community Living, and the National Institute on Aging.

22.4

Licensure/Certification Requirements

22.4.1

Registered Dietitians and Registered Dietetic Technicians must meet the requirements for membership in the Academy of Nutrition Dietetics, have successfully completed the examination for registration, and meet continuing education requirements.

22.4.2

Nutritionists must hold a Bachelor's or Master's degree in food and nutrition.

22.4.3

Certified Dietary Managers must meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association and meet continuing education requirements and are in good standing with the Board.

22.4.4

All food handlers shall be certified in food safety and sanitation within one (1) month of employment. Site manager or the appropriate management staff shall have an additional certification such as ServSafe or another course approved by their County Health Department.

22.4.5

Valid and current state Driver's License for delivery drivers shall be maintained.

22.5

Reporting Unit

22.5.1

One (1) unit of service equals one (1) meal.

HOME DELIVERED MEALS

1. ADDITIONAL SERVICE DESCRIPTION

- a. To provide for delivery of home delivered meals.
- b. Home delivered meals are a case managed service such that services under this contract are specific to Area Agency designated case management client referrals.
- c. Within the parameters of the contract, contractor may only serve clients authorized by Area Agency designated case management agencies.
- d. Assessments of clients need for meals shall be the sole responsibility of case management.
- e. Annual Nutrition Screening Survey shall be the sole responsibility of case management.

2. STAFFING AND VEHICLE REQUIREMENTS

- a. The vehicle in which meal delivery is provided must have valid license plates and, at a minimum, the State of Arizona required level of liability insurance.
- b. Individuals conducting the delivery must be a minimum of eighteen (18) years of age and shall carry agency identification badge. Persons under the age of eighteen may assist with the delivery process if accompanied and supervised by a designated person over the age of eighteen.
- c. Individuals driving an Area Agency vehicle must have a clean MVD history.
- d. Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
- e. Training shall be provided for persons delivering home delivered meals. Training shall be conducted prior to the person performing the delivery on their own. Training must minimally include:
 1. social needs of the homebound client.
 2. development of observation of skills necessary to detect changes in client functioning or status.
 3. appropriate methods of interacting with homebound clients.
 4. appropriate responses to client medical emergencies.
 5. methods of reporting changes in client's physical/mental status.
 6. methods for reporting barriers to service delivery.
 7. contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.

3. SERVICE DELIVERY

- a. A review must be conducted at least quarterly by supervising staff of the client status, routes (including time and distance), delivery specifications, compliance, and changes, and other home delivered meal services.
- b. Client signatures
 - i. All clients must sign for the receipt of each home delivered meal.
 - ii. If a client is regularly unable to sign his/her name, the Contractor must obtain written case manager authorization prior to denoting the client does not need to sign in Area Agency approved software. Case manager authorization should be updated with each new authorization.
 - iii. If a client is unable to sign his/her name, then an adult in the home must sign his/her name denoting acceptance of the meal on behalf of the client. In the absence of a person in the home, the delivery person may execute his/her initials and note why initials were necessary.
- c. Meal Delivery
 - i. Meals will be provided based on case management specific authorization as to day(s) per week and number of meals per day.
 - ii. A route sheet shall be used daily to document all clients' names, addresses, diet type, beverage, signature, and any special delivery instructions.
 - iii. Delivery of the meal must be made directly to the client.
 - iv. Delivery staff will allow for time in the home to inquire as to the well-being and health of the client.
 1. The delivery staff must report all changes in client's mental or physical status to the home delivered meal program staff.
 2. The home delivered meal program staff must document the report in the client's file and the client's case manager and/or the emergency contact person for follow up.
 - v. Meals not delivered during the scheduled delivery route must be disposed of at the end of the route.
- d. Non-Provision of Service
 - i. Non-provision of service occurs when a client does not receive a scheduled home delivered meal. All instances of non-provision of service must be fully documented in the client's case file and appropriate action taken with the client, case manager, and/or emergency contact.

4. CLIENT CONTRIBUTION POLICIES

- a. SAIL clients shall be provided the opportunity to contribute toward the cost of service.
- b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
- c. Suggested contribution rates shall be developed by the contractor through the site council or similar client-centered group and reviewed annually. Any suggested contribution shall not imply a charge.
- d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during delivery or by mail.
- e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
- f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.

5. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

- a. All home delivered meal operations must be conducted using the Area Agency electronic database.
- b. Reports and documentation must be reported on a calendar month only as follows:
 - i. Post all Home Delivered Meals by the 5th of each month.
 - ii. program reports by the 5th of each month.
 - iii. financial statement by the 10th of each month.

6. DEFINITION OF UNIT OF SERVICE

- a. One unit of service equals one meal delivered to an authorized client.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

29.0 MULTIPURPOSE CENTER OPERATIONS

29.1 **Purpose Statement**

29.1.1 The service is to help foster social, emotional, mental and physical well-being and reduce the social isolation of eligible individuals as well as providing beneficial intergenerational opportunities.

29.2 **Service Description**

29.2.1 **Taxonomy Definition** - A service that operates facilities and maintains activities necessary for the delivery of services.

29.2.2 Multipurpose centers are community facilities utilized for the organization and provision of a broad spectrum of services for older adults.

29.2.3 Activities and services are planned based on the participant's needs and preferences.

29.2.4 Centers provide:

1. An array of physical activities on a daily or weekly basis which may include but not limited to: chair exercises, aerobics, balance exercises, yoga, and Tai Chi;
2. Opportunities for socialization through group activities such as games, discussions, special events, crafts, and lectures;
3. Required nutrition education activities such as food demonstrations, guest speakers, discussions, and videos;
4. Other educational and recreational activities such as gardening, computer training, dancing;
5. Outreach to the community on the available programs and services; and
6. Assistance and information for available services such as housing, transportation, and legal services.

29.2.5 Centers that serve as nutrition sites provide meals that meet one-third (1/3) of the Dietary Reference Intakes.

29.2.6 **Eligibility Requirements** - The Contractor shall provide services to individuals that meet the eligibility requirements described Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

29.3 **Service Requirements – The Contractor shall provide:**

29.3.1 Operations:

1. Provide services to meet the cultural and language needs of those being served;
2. Employ bilingual staff in centers whose participants have limited English proficiency;
3. Maintain records (e.g., client participation, financial, staffing, activities);
4. Establish and post a donation/contribution policy for services;
5. Train staff on services related to older adults and those with disabilities including but not limited to cultural sensitivity, bullying, and discrimination;
6. Establish and maintain project/site councils;
7. Involve participants in program planning and implementation; and
8. Develop and distribute a monthly calendar of activities.

29.3.2 Information on available services:

1. Maintain and update a resource file of currently available services and resource referrals; and
2. Provide written and verbal information on the following as available: housing, transportation, legal services, governmental programs, physical and mental health related services, food assistance, financial assistance, support groups, residential repair, energy assistance, and other relevant information.

29.3.3 Referral and assistance in accessing the services:

1. Assess/determine the services needed by individuals and groups;
2. Contact agencies providing the identified services;
3. Provide/arrange for transportation of individuals and groups to services when necessary;
4. Provide or arrange for assistance when the individual is handicapped or has limited English abilities; and
5. Provide follow-up with individual and with agency providing service to ensure contact was made.

29.3.4 Outreach:

1. Conduct outreach to ensure the participation of economically and socially needy individuals and of minorities;
2. Provide written and verbal information to community groups on services available at the center and offered by other agencies; and
3. Conduct home visits to home-bound older adults and those with disabilities in the community to conduct wellness checks.

- 29.3.5 Education:
1. Provide educational opportunities that assist older individuals with their economic and personal needs including the following topics but not limited to consumer fraud and scams and continuing education, retirement and financial planning;
 2. Provide or arrange a variety of health promotion and disease prevention sessions designed to maintain and/or improve the physical and mental health status of older individuals;
 3. Provide written information on health promotion, disease prevention, mental and physical health to include home bound individuals;
 4. Develop and maintain on-going physical activity programs;
 5. Coordinate with local community resources to provide health screening and health risk assessments; and
 6. Provide training on the self-management of chronic conditions.
- 29.3.6 Volunteer Opportunities:
1. Designate a volunteer coordinator to provide relevant volunteer opportunities for older individuals;
 2. Implement a volunteer recruitment system;
 3. Provide job descriptions for volunteers; and
 4. Provide and document training for volunteers.
- 29.3.7 Recreational Activities:
1. Provide recreational activities appropriate to the physical and emotional needs of older individuals;
- 29.3.8 Intergenerational Programs:
1. Provide intergenerational programs of mutual benefit that includes input from all age groups involved.
- 29.4 **Licensure/Certification Requirements**
- 29.4.1 All facilities used for Multipurpose Center Operations shall comply with Federal, State and local laws regarding public facilities, fire and sanitary codes and licensures, as may be amended.
- 29.5 **Reporting Unit**
- 29.5.1 One (1) unit of service equals 60 minutes of service time.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

39.0 SOCIALIZATION AND RECREATION

39.1 **Purpose Statement**

39.1.1 This service promotes the improvement in social, emotional, mental and physical well-being of older adults.

39.2 **Service Description**

39.2.1 **Taxonomy Definition** - A service that promotes mentally and emotionally healthy interaction between participants and that may be organized around leisure activities.

39.2.2 This service is to increase or maintain the functional independence of the eligible individuals by providing purposeful activities appropriate to the participants' preferences and needs.

39.2.3 Preferences and needs of the individuals, as well as the group, are evaluated and activities are planned accordingly.

39.2.4 Services include a variety of individual and group activities such as but not limited to:

1. Physical such as exercises, Tai Chi, yoga, dancing, and walking;
2. Developmental such as writing, drawing, reading, crafting, and painting;
3. Emotional such as support groups and discussions;
4. Cognitive such as games, and puzzles that promote memory and thinking; and
5. Social such as group events (e.g., singing, dancing, trips to museums, theater, and parks).

39.3 **Service Requirements – The Contractor shall provide the following:**

39.3.1 Assess the preferences and needs of the participants individually and/or as a group.

39.3.2 Develop and implement an activity plan in collaboration with the program participants.

39.3.3 Establish and maintain working relationships with community resources.

39.3.4 Utilize community resources for the provision of services.

39.3.5 Provide training and instructional techniques to encourage participation in program activities and to help individuals to independently choose and perform a variety of social and recreation activities.

39.3.6 Actively enlist participation in the service.

39.3.7 Provide a variety of recreational and social activities.

39.3.8 Document activities in which the individual participated.

39.3.9 Providing training to paid and volunteer staff.

39.3.10 Establish and maintain Project/Site Councils.

39.4 **Reporting Unit**

39.4.1 One (1) unit of service equals 60 minutes of staff time.

**MULTIPURPOSE CENTER OPERATION
SOCIALIZATION & RECREATION**

1. SERVICE STANDARDS

Contractor shall comply with the following minimum standards:

- a. Health Promotion
Conduct a minimum of two (2) health promotion activities per month that may include (but not be limited to) health screening, disease information, nutrition education, home safety, and education sessions that will emphasize the benefits of physical exercise and activity.
- b. Exercise
Conduct a minimum of two (2) exercise classes per week. Exercise classes should be geared to a variety of skill levels to encourage participation from as many participants as possible.
- c. Staffing
Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).

2. SERVICE REQUIREMENTS FOR SOCIALIZATION AND RECREATION

Contractor will comply with all of the services as outlined in the Arizona DES Scope of Work.

3. ADDITIONAL REPORTING UNIT DEFINITIONS

Area Agency recognizes two forms of units for this service:

- a. Activity: a unit shall be one activity in the categories of health promotion and exercise.
- b. Staff hour: the staff reporting time is limited to the following categories:
 - i. program planning.
 - ii. conducting activities.
 - iii. providing social services.
 - iv. conducting outreach.
 - v. volunteer coordination to include recruitment, supervision, recognition.
 - vi. staff training provided to contractor staff / volunteers.
 - vii. continuing education for staff / volunteers.

For reporting, a program may combine staff hours and activity hours for total units.

4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

- a. all health promotion and exercise sessions must be reported using the Area Agency electronic database.
- b. reports and documentation must be reported as follows:
 - i. program report for activities completed by the 5th of each month.
 - ii. program report for MCO units completed by the 5th of each month.
 - iii. financial statement completed by the 10th of each month.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

20.0 GENERAL TRANSPORTATION

20.1 Purpose Statement

The service helps to assist individuals 60 years of age or older and/or individuals with disabilities to maintain their independence and avoid costly and unnecessary placement in a care facility by providing access to services.

20.2 Service Description

20.2.1 Taxonomy Definition - A service that provides or assists in obtaining various types of transportation for specific needs.

20.2.2 The service includes the arrangement and/or provision of transportation services which may include the use of a car, bus or van.

20.2.3 Under the Family Caregiver Support Program, the service is provided as a supplemental service, on a limited basis, to complement the care provided by the caregiver.

20.2.4 Senior center participants may be transported from their place of residence to the center and returned to their residence; they may also be transported to appointments or other community services such as shopping.

20.2.5 Services may include the transport of eligible groups of individuals to activities such as recreational, educational or community events.

20.2.6 Eligibility Requirements – The Contractor shall provide services to individuals and caregivers who meet the eligibility requirements described in Chapter 3000 of the DAAS Policy and Procedure Manual, as may be amended.

20.3 Service Requirements - The Contractor shall:

20.3.1 Require that the vehicles used are constructed specifically for the transportation of persons. All seats are securely fastened to the body of the vehicle, individuals are properly seated when the vehicle is in operation, and individuals utilize seatbelts.

20.3.2 Require the availability and use of vehicles that are wheelchair accessible for those individuals who are wheelchair bound.

20.3.3 Require that vehicles used for the transportation of individuals meet federal, state and local safety and maintenance standards.

1. Maintain logs of maintenance completed on all vehicles used for the transportation of individuals.

20.3.4 Require that drivers have and carry a valid driver's license.

20.3.5 Provide driver training that includes instructing how to assist individuals to safely enter and exit vehicles, handle road emergencies, safe driving, defensive driving, and disease specific information (e.g., Alzheimer's, Parkinson's, and Diabetes).

20.3.6 Protect the individual's safety while using this service.

20.3.7 Provide information to individuals on accessing the transportation service.

20.3.8 Arrange transportation for individuals:

1. Make arrangements for transportation through public or private transportation providers; and
2. Determine with the individual and/or significant others, a plan for providing transportation

20.3.9 Provide transportation for individuals:

1. Transport individuals from one (1) location to another. (This includes traveling to and from designated locations to pick up or drop off individuals.);
2. Require that drivers are physically capable to assist the individual with entering and exiting the vehicles as needed, and securing them safely within the vehicle;
3. Provide transportation to individuals with a physical disability in a vehicle adapted to their needs;
4. Record and maintain services delivered to each individual; and
5. Adhere to time schedules.

20.4 Licensure/Certification Requirements

20.4.1 Require that individuals providing transportation are at least 18 years of age and possess valid Arizona Operator's or Commercial Driver's License.

21.1.1 Utilize vehicles which have a valid Arizona license plate and pass emissions standards at a minimum and have insurance coverage.

21.1.2 Require that individuals providing transportation services have the expertise in safety standards to perform their tasks which includes training in CPR and first aid.

21.1.3 Require drivers to pass a physical prior to providing transportation service to individuals and pass a physical at least every two (2) years thereafter.

20.5 Reporting Unit

21.1.4 One (1) unit of service equals one (1) trip per person one (1) way.

CITIZEN TRANSPORTATION – SENIOR CENTERS

1. SERVICE DESCRIPTION / GOAL

This service provides or assists eligible participants in obtaining transportation.

2. ADDITIONAL STANDARDS / LICENSURE REQUIREMENTS

The Contractor shall comply with the following standards and/or licensure requirements:

- a. the vehicle shall be basically constructed for the transportation of persons. All seats shall be securely fastened to the body of the vehicle and individuals shall be properly seated when the vehicle is in operation. The vehicle must have seat belts installed and provide seat belt extenders as needed. Seat belts must be used by driver and passengers.
- b. newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
- c. individuals driving Area Agency vehicles or transporting Area Agency clients must have a clean MVD history.
- d. staff/volunteers shall be trained in the following areas:
 - i. CPR and first aid.
 - ii. full vehicle equipment and operation training including optional manual over-rides on any equipment.
 - iii. appropriate methods of interacting with clients and observation techniques to detect changes in health and welfare.
 - iv. response protocol for emergency or urgent situations.
 - v. contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.
- e. annually the contractor shall submit the boundaries for service.
- f. service will be available to eligible riders to coincide with senior centers within the service area. The Area Agency on Aging reserves the right to change the hours of service with thirty (30) days written notice.
- g. client eligibility shall consist of persons age sixty (60) or older, the spouse of a person age sixty (60) or over, or a person who is under sixty (60) who is disabled.
- h. the drivers/aides are required to use the highest degree of care with the operation of equipment and assistance of riders. Each of the contractor's drivers must provide assistance to passengers who need help going to/from the vehicle and home or senior center. Contractor may limit the number of bags or packages which passengers may have on board. Drivers will assist passengers with the packages from portal to portal, if necessary.
- i. the maximum in-vehicle ride time for riders is forty (40) minutes. This assumes that the driver is transporting more than one rider.
- j. all drivers/aides in the program must carry agency identification and practice good hygiene and are required to be neat, clean and well groomed.
- k. all drivers are required complete a physical prior to beginning the job and every two years thereafter.
- l. all equipment used in the program must be kept clean.
- m. the contractor must provide communications equipment for every vehicle used in the provision of this service.
- n. smoking, expectorating, eating, and drinking alcoholic beverages by drivers or passengers while on board any vehicle providing service for this program is prohibited.
- o. contractor shall assure that all federal, state, and local laws, regulations, ordinances, licenses, and inspections governing vehicles in this service are in compliance before service is begun and at all times covered by the period of this contract.
- p. vehicle maintenance:
 - i. contractors are expected to maintain their vehicles in good working condition. Area Agency reserves the right to inspect vehicles to ensure their safety, and to immediately remove from the program any vehicle it deems unsafe until necessary corrections are made.
 - ii. vehicles to be used in providing services under the Area Agency contract may be inspected prior to awarding of the contract.
 - iii. vans and buses should be equipped with comfortable sized steps, grab bars, and seat belt extenders for added safety to senior citizen passengers.

3. CLIENT CONTRIBUTION POLICIES

- a. Clients shall be provided the opportunity to contribute toward the cost of service.
- b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
- c. Suggested contribution rates may be developed by the contractor. Any suggested contribution shall not imply a charge.

- d. Any method or combination of methods must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client who chooses to make a contribution.
- e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall be developed. These procedures shall follow generally accepted accounting principles.
- f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency monthly financial report.
- g. Contractors shall be monitored on their effort in collecting contributions.

4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

- a. All transportation operations must be conducted using the Area Agency electronic database.
- b. reports and documentation must be reported as follows:
 - i. program report by the 5th of each month.
 - ii. financial statement by the 10th of each month.

5. DEFINITION OF UNIT OF SERVICE

- a. One unit of service equals one trip per person one way.

FACILITY LOCATION CHART

Contract services shall be delivered only at facilities and locations specified below and will be available during the hours and days of operation indicated:

City of Avondale

Site Name, Address, Phone#, Fax#	Subcontract	Contracted Services by Site	Days and Hours of Operation by Site	Geographic Area or PSA to be Served
Arizona Complete Health Avondale Resource Center 995 E. Riley Dr. Avondale, AZ 85323 (623) 333-2705 (623) 333-0270 (fax)	☐	Congregate Meals, Home Delivered Meals, Multipurpose Center Operations, Transportation	Monday-Thursday 8:00am-2:00pm Friday 9:00am-1:00pm	North- Camelback Rd. South- Southern Ave. East- 107th Ave. West- Sarival Ave
	☐			

HOLIDAY OBSERVANCES

A ☒ indicates the **HOLIDAYS** that the facility(s) listed above will not be open:

☒ New Year's Day	☒ Juneteenth	☐ Veteran's Day	☒ Other: Day after Christmas
☒ Martin Luther King Jr's	☒ Independence Day	☒ Thanksgiving Day	☒ Other: Staff Development Day TBD
☒ President's Day	☐ Rosh Hashanah	☒ Day after Thanksgiving	☒ Other: Staff Development Day TBD
☐ Cesar Chavez Day	☒ Labor Day	☐ Christmas Eve	☐ Other: Type here
☐ Good Friday	☐ Yom Kippur	☒ Christmas Day	☐ Other: Type here
☒ Memorial Day	☐ Columbus Day	☐ New Year's Eve	☐ Other: Type here

CERTIFICATE REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 contract, 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 contract, grant, loan, or cooperative agreement.
- (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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CITY OF AVONDALE

Signature and Date

Ron Corbin, City Manager

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION
Lower tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 28, 1988 Federal Register (pages 19160 - 19211).

1. By signing this certificate, the prospective recipient of federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or Agency.
2. Contractor is providing the certification as set out below.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
4. The prospective recipient of federal assistance funds shall provide immediate written notice to the Area Agency President/CEO if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
6. The prospective recipient of federal assistance funds agrees by signing this certification, that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor (DOL).
7. The prospective recipient of federal assistance funds further agrees by signing this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

CITY OF AVONDALE

Signature and Date

Ron Corbin, City Manager

EXHIBIT A

DCS Central Registry Request Submission Procedures for DES Providers

Submission Guidance:

1. Email the completed DCS-1083B (employment) to DESCANRegistrychecks@AZDCS.gov
2. Please note, that each submission must be for one person - one person, one email, one attachment.
3. The DCS-1083B Form must be submitted as a PDF and should be typed. The signature may be digital or wet. Incomplete forms will be rejected. Complete all yellow highlighted fields:

Check Applicable DES Division ☐ DDD ☐ DAAS ☐ DCAD ☐ CCA ☐ DERS ☐ OP (Office of Procurement)	
NAME OF REQUESTING AGENCY	REQUESTING AGENCY EMAIL ADDRESS (For return of results)
AGENCY MAILING ADDRESS (No., Street, City, State, ZIP Code)	
APPLICANT/EMPLOYEE'S NAME (Last, First, M.I.)	BCC: SEC. NO. (000.00-0000)
DATE OF BIRTH (mm/dd/yyyy)	
OTHER NAMES USED (including nicknames and maiden names)	
APPLICANT/EMPLOYEE'S ADDRESS (No., Street, Apt No., City, State, ZIP Code)	
select one: ☐ New Hire ☐ Rehire ☐ Volunteer ☐ Renewal	APPLICANT/EMPLOYEE EMAIL
POSITION	CONTRACT/EXTENSION NUMBER
EDUCATION	DATE EMPLOYED
EXPERIENCE	
Are you currently the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction? ☐ Yes ☐ No	
Have you ever been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction that resulted in a substantiated (determined to have occurred) finding? ☐ Yes ☐ No	
If Yes: • What was the allegation(s)?	
• When was the investigation(s) conducted?	
• Where was the investigation(s) conducted?	
If you wish to provide additional information please use reverse side.	
STATEMENT OF CERTIFICATION BY APPLICANT/EMPLOYEE	
By signing this form, I allow the Department of Child Safety to report final findings of any DCS child abuse investigation and the status of my Level 1 Fingerprint Clearance Card to the agency listed above. I attest under penalty of perjury, that the information provided is true, correct, and complete to the best of my knowledge and belief. I further understand the provision of false information or intentional misrepresentation of information on this form may result in disciplinary action.	
APPLICANT/EMPLOYEE'S SIGNATURE	DATE

*Pen or Digital signatures are accepted

4. The Subject Line for each email must be formatted as:

[DES Division] - [Applicant Last Name]

For example: If a submission is for Jane Doe, a potential direct care worker or home delivered meal driver, the subject line would read as follows:

To	DESCANRegistrychecks@AZDCS.gov
Cc	
Subject	DAAS-Doe

Submissions will be returned to the sender for any the following:

1. An email that contains more than one attachment or is for more than one person.
2. If any attachments are in formats other than PDF (e.g., Word, JPG, Google Docs, etc.).
3. If the DCS-1083B form is missing or is incomplete (i.e., does not include all required fields).
4. If the email Subject Line is not formatted as required.

The form will be returned to Providers with the FOR DCS USE ONLY portion of the application completed by DAAS. The returned application is to be filed in the staff/volunteer file.

FOR DCS USE ONLY	
Date Received	CPS/CR Substantiated Report
Date Cleared	☐ No ☐ Yes
☐ Disqualifying ☐ Non-Disqualifying	
Report to	Code
NAME/SIGNATURE OF PERSON COMPLETING REPORT	

For any questions or assistance, please contact: DESCANRegistrychecks@AZDCS.gov updated 11.21.2022

ARIZONA DEPARTMENT OF CHILD SAFETY
DIRECT SERVICE CENTRAL REGISTRY CLEARANCE FORM

Applicant/Employer: You are being provided this form because you have applied for a position that requires a search of the Arizona Department of Child Safety's (DCS) Child Abuse and Neglect Records (CPS/CR) required by Arizona State law. Your information, upon submission by your employer, will be searched through the DCS Central Registry for Employment. All information on the form must be **typed or printed**. Any form missing information or containing information which is not legible will be **returned to the requesting agency**.

Employers: Return the completed form via secured email to DESCANRegistryChecks@azdcs.gov within five (5) business days of hire. For the email subject line, please type your DES Division, the last name, and the first name of the person the search is conducted for.

Example: DDD Jones, Jane. One email per form. This form must be retained as confidential in the employee's file, and it is subject to audit.

Check Applicable DES Division ☐ DDD ☐ DAAS ☐ DCAD ☐ CCA ☐ DERS ☐ OP (Office of Procurement)			
NAME OF REQUESTING AGENCY		REQUESTING AGENCY EMAIL ADDRESS (For return of results)	
AGENCY MAILING ADDRESS (No., Street, City, State, ZIP Code)			
APPLICANT/EMPLOYEE'S NAME (Last, First, M.I.)		SOC. SEC. NO. (000-00-0000)	DATE OF BIRTH (mm/dd/yyyy)
OTHER NAMES USED (Including nicknames and maiden names)			
APPLICANT/EMPLOYEE'S ADDRESS (No., Street, Apt No., City, State, ZIP Code)			
☐ New Hire ☐ Rehire ☐ Volunteer ☐ Renewal		APPLICANT/EMPLOYEE EMAIL	
POSITION		CONTRACT/EXTENSION NUMBER	DATE EMPLOYED
EDUCATION		EXPERIENCE	
Are you currently the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction? ☐ Yes ☐ No			
Have you ever been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction that resulted in a substantiated (determined to have occurred) finding? ☐ Yes ☐ No			
If Yes: • What was the allegation(s)?			
• When was the investigation(s) conducted?			
• Where was the investigation(s) conducted?			

If you wish to provide additional information please use reverse side.

STATEMENT OF CERTIFICATION BY APPLICANT/EMPLOYEE

By signing this form, I allow the Department of Child Safety to report final findings of any DCS child abuse investigation and the status of my Level 1 Fingerprint Clearance Card to the agency listed above. I attest under penalty of perjury, that the information provided is true, correct, and complete to the best of my knowledge and belief. I further understand the provision of false information or intentional misrepresentation of information on this form may result in disciplinary action.

APPLICANT/EMPLOYEE'S SIGNATURE	DATE

**Pen or Digital signatures are accepted*

FOR DCS USE ONLY

Date Received	CPS/CR Substantiated Reports	
	Date Checked	
	☐ No ☐ Yes ☐ Disqualifying ☐ Non-Disqualifying	
	Report No.	Code

NAME/SIGNATURE OF PERSON COMPLETING SEARCH

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008, the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact 602-255-2801; TTY/TDD Services: 7-1-1. • Disponible en español en línea o en la oficina local.

EXHIBIT B

AAA-1344A FORENG (8-21)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Division of Aging and Adult Services

DIRECT SERVICE POSITION

You have applied for a position that provides direct services to children or vulnerable adults. Arizona Revised Statutes (ARS § 8-804.1) require you to certify, under penalty of perjury, whether an allegation of abuse or neglect was made against you and was substantiated. If your certification does not indicate a current investigation or a substantiated report of abuse or neglect, your employer may permit you to provide direct services pending the findings of a Central Registry Background Check by the Division of Aging and Adult Services. Your employer is required to keep this form and all information provided on it as confidential.

Name (Last, First, M.I.) _____ SOC.SEC.NO. _____
Date of Birth _____ Aliases (e.g., maiden, nicknames) _____
Address (No., Street) _____
City _____ State _____ ZIP Code _____

Are you currently the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated (*determined to have occurred*) finding? ☐ Yes ☐ No

Have you ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated (*determined to have occurred*) finding? ☐ Yes ☐ No

If Yes, to the question immediately above:

What was the allegation(s)?

When was the investigation(s) conducted? _____

Where was the investigation(s) conducted? _____

If you wish to provide additional information see Direct Service Position Supplement.

STATEMENT OF CERTIFICATION

By signing this form, I certify that the information provided is true, correct, and complete to the best of my knowledge and belief.

Signature _____ Date _____

Employers: Maintain this form as confidential.

EXPLANATION

If you have ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated (*determined to have occurred*) finding, you may provide an explanation of the incident of child abuse or neglect. Do not include the name of any child or any person involved in the investigation. If more space is needed, attach additional sheets.

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Aging and Adult Services at 602-542-4446; TTY/TDD Services 7-1-1 • Disponible en español en línea o en la oficina local.

EXHIBIT C

CRIMINAL HISTORY SELF DISCLOSURE AFFIDAVIT

Your fingerprints will be submitted to the Arizona Department of Public Safety (DPS) and the Federal Bureau of Investigation (FBI) for a criminal history check. Your self-disclosure on this affidavit and the information provided by your criminal history check will be used, as authorized by Public Law and Arizona Revised Statutes, to help us determine your fitness to have unsupervised access to vulnerable persons. Your failure to disclose true and accurate information on this affidavit will be sufficient grounds to end your employment or to deny, suspend, or revoke your license and may be referred to the State Attorney General's Office for prosecution.

Be sure that you go over all six (6) pages of the self-disclosure affidavit.

You have the right to obtain a copy of any background check report and challenge the accuracy or completeness of information contained in the report. If you challenge the information, you also have a right to prompt determination as to the validity of your challenge. To obtain a copy of your background check report, contact the DPS Records Unit, ACJIS Division at (602) 223-2222.

Name (First, Middle, Last): _____ Date of Birth (MM/DD/YY): _____

Address (No., Street, Apt. No.): _____

City: _____ State: _____ ZIP Code: _____

Check one of the following and provide information as directed:

- ☐ I have not been convicted of nor am I under pending indictment for any crimes.
- ☐ I have been convicted of or I am under pending indictment for the following crime(s) (Provide dates, location/ jurisdiction, circumstances and outcome. Attach additional pages as needed):

ALSO – Check one of the following:

- ☐ I am not subject to registration as a sex offender in Arizona or in any other jurisdiction.
- ☐ I am subject to registration as a sex offender in Arizona or in any other jurisdiction. (If you are subject to registration as a sex offender in this state or any other jurisdiction, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.)

I certify that I understand this affidavit. My self-disclosure is true, accurate, and complete to the best of my knowledge.

Signature: _____ Date: _____

Notary Public

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

See page 6 for EOE/ADA disclosures

Non-Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are subject to registration as a sex offender in this state or any other jurisdiction, or awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating, or conspiring to commit one or more of the crimes in this section DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.

Expunged convictions from any court other than juvenile court must be identified.

	YES	NO
1. Sexual abuse of vulnerable adult	☐	☐
2. Incest	☐	☐
3. Homicide, including first or second-degree murder, manslaughter and negligent homicide	☐	☐
4. Sexual assault	☐	☐
5. Sexual exploitation of a minor or vulnerable adult	☐	☐
6. Commercial sexual exploitation of a minor or vulnerable adult	☐	☐
7. Child prostitution as prescribed in A.R.S. § 13-3212	☐	☐
8. Child abuse	☐	☐
9. Felony child neglect	☐	☐
10. Sexual conduct with a minor	☐	☐
11. Molestation of a child or vulnerable adult	☐	☐
12. Dangerous crime against children as defined in A.R.S. § 13-705	☐	☐
13. Exploitation of minors involving drug offenses	☐	☐
14. Taking a child for the purposes of prostitution as defined in A.R.S. § 13-3206	☐	☐
15. Neglect or abuse of a vulnerable adult	☐	☐
16. Sex trafficking	☐	☐
17. Sexual abuse	☐	☐
18. Production, publication, sale, possession and presentation of obscene items as prescribed in A.R.S. § 13-3502	☐	☐
19. Furnishing harmful items to minors as prescribed in A.R.S. § 13-3506	☐	☐
20. Furnishing harmful items to minors by internet activity as prescribed in A.R.S. § 13-3506.01	☐	☐
21. Obscene or indecent telephone communications to minors for commercial purposes as prescribed in A.R.S. § 13-3512	☐	☐
22. Luring a minor for sexual exploitation	☐	☐
23. Enticement of persons for purposes of prostitution	☐	☐
24. Procurement by false pretenses of persons for purposes of prostitution	☐	☐
25. Procuring or placing persons in a house of prostitution	☐	☐
26. Receiving earnings of a prostitute	☐	☐
27. Causing one's spouse to become a prostitute	☐	☐
28. Detention of persons in a house of prostitution for debt	☐	☐
29. Keeping or residing in a house of prostitution or employment in prostitution	☐	☐
30. Pandering	☐	☐
31. Trafficking of persons for forced labor or services as defined in A.R.S. § 13-1308	☐	☐

	YES	NO
32. Transporting persons for the purpose of prostitution, polygamy and concubinage	☐	☐
33. Portraying adult as a minor as prescribed in A.R.S. § 13-3555	☐	☐
34. Admitting minors to public displays of sexual conduct as prescribed in A.R.S. § 13-3558	☐	☐
35. Any felony offense involving contributing to the delinquency of a minor	☐	☐
36. Unlawful sale or purchase of children	☐	☐
37. Child bigamy	☐	☐
38. Any felony offense involving domestic violence as defined in A.R.S. § 13-3601, except for a felony offense only involving criminal damage in an amount more than \$250, but less than \$1000 if the offense was committed before June 29, 2009	☐	☐
39. Felony indecent exposure	☐	☐
40. Felony public sexual indecency	☐	☐
41. Felony driving under the influence, driving under the extreme influence or aggravated driving under the influence if committed within 5 years of the date you apply for a Level 1 Clearance Card	☐	☐
42. Terrorism	☐	☐
43. Any offense involving a violent crime as defined in A.R.S. § 13-901.03	☐	☐

Appealable 5 Years After Conviction

The following felony offenses are non-appealable if committed within 5 years of the date you apply for a Level 1 Fingerprint Clearance Card. If you have been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of the crimes in this section *within 5 years* of applying for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the denial.

If the conviction was *more than 5 years* before you apply for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the denial to the Arizona Board of Fingerprinting.

Mark "Within 5 Years," "Over 5 Years" or "No" as applicable.

	WITHIN 5 YEARS	OVER 5 YEARS	NO
1. Endangerment	☐	☐	☐
2. Threatening or intimidating	☐	☐	☐
3. Assault	☐	☐	☐
4. Aggravated assault	☐	☐	☐
5. Unlawfully administering intoxicating liquors, narcotic drugs or dangerous drugs	☐	☐	☐
6. Dangerous or deadly assault by prisoner or juvenile	☐	☐	☐
7. Prisoners who commit assault with intent to incite to riot or participate in riot	☐	☐	☐
8. Assault by vicious animals	☐	☐	☐
9. Drive by shooting	☐	☐	☐
10. Assaults on public safety employees or volunteers and state hospital employees	☐	☐	☐
11. Discharging a firearm at a structure	☐	☐	☐
12. Prisoner assault with bodily fluids	☐	☐	☐
13. Aiming a laser pointer at a peace officer	☐	☐	☐
14. Possession and sale of peyote	☐	☐	☐
15. Possession and sale of a vapor-releasing substance containing a toxic substance	☐	☐	☐

	WITHIN 5 YEARS	OVER 5 YEARS	NO
16. Selling or giving nitrous oxide to underage persons	☐	☐	☐
17. Sale of regulated chemicals	☐	☐	☐
18. Sale of precursor chemicals	☐	☐	☐
19. Production or transportation of marijuana	☐	☐	☐
20. Possession, use or sale of marijuana, dangerous drugs or narcotic drugs	☐	☐	☐
21. Possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs	☐	☐	☐
22. Administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs	☐	☐	☐
23. Manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15	☐	☐	☐
24. Involving or using minors in drug offenses	☐	☐	☐
25. Possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone	☐	☐	☐
26. Possession, manufacture, delivery and advertisement of drug paraphernalia	☐	☐	☐
27. Use of wire communication or electronic communication in drug-related transactions	☐	☐	☐
28. Using a building for sale or manufacture of dangerous or narcotic drugs	☐	☐	☐
29. Manufacture or distribution of prescription-only drug	☐	☐	☐
30. Manufacture, distribution, possession or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs	☐	☐	☐
31. Manufacture of certain substances and drugs by certain means	☐	☐	☐

Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the decision to the Arizona Board of Fingerprinting.

	YES	NO
1. Theft	☐	☐
2. Theft by extortion	☐	☐
3. Shoplifting	☐	☐
4. Forgery	☐	☐
5. Criminal possession of a forgery device	☐	☐
6. Obtaining a signature by deception	☐	☐
7. Criminal impersonation	☐	☐
8. Theft of a credit card or obtaining a credit card by fraudulent means	☐	☐
9. Receipt of anything of value obtained by fraudulent use of a credit card	☐	☐
10. Forgery of a credit card	☐	☐

	YES	NO
11. Fraudulent use of a credit card	☐	☐
12. Possession of any machinery, plate or other contrivance or incomplete credit card	☐	☐
13. False statements as to financial condition or identity to obtain a credit card	☐	☐
14. Fraud by persons authorized to provide goods or services	☐	☐
15. Credit card transaction record theft	☐	☐
16. Misconduct involving weapons	☐	☐
17. Misconduct involving explosives	☐	☐
18. Depositing explosives	☐	☐
19. Misconduct involving simulated explosives	☐	☐
20. Concealed weapon violation	☐	☐
21. Misdemeanor indecent exposure	☐	☐
22. Misdemeanor public sexual indecency	☐	☐
23. Aggravated criminal damage	☐	☐
24. Adding poison or other harmful substance to food, drink or medicine	☐	☐
25. A criminal offense involving criminal trespass under Title 13, Chapter 15	☐	☐
26. A criminal offense involving criminal burglary under Title 13, Chapter 15	☐	☐
27. A criminal offense involving organized crime or fraud as prescribed in Title 13, Chapter 23, except terrorism	☐	☐
28. Misdemeanor offenses involving child neglect	☐	☐
29. Misdemeanor offenses involving contributing to the delinquency of a minor	☐	☐
30. Misdemeanor offenses involving domestic violence as defined in A.R.S. § 13-3601	☐	☐
31. Felony offenses involving domestic violence if the offense only involved criminal damage in the amount of \$250 but less than \$1000 and the offense was committed before June 29, 2009	☐	☐
32. Arson	☐	☐
33. Criminal damage	☐	☐
34. Misappropriation of charter school monies as prescribed in A.R.S. § 13-1818	☐	☐
35. Taking identity of another person or entity	☐	☐
36. Aggravated taking identity of another person or entity	☐	☐
37. Trafficking in the identity of another person or entity	☐	☐
38. Cruelty to animals	☐	☐
39. Prostitution as described in A.R.S. § 13-3214	☐	☐
40. Sale or distribution of material harmful to minors through vending machines as prescribed in A.R.S. § 13-3513	☐	☐
41. Welfare fraud	☐	☐
42. Kidnapping	☐	☐
43. Robbery, aggravated robbery or armed robbery	☐	☐
44. Misdemeanor endangerment	☐	☐
45. Misdemeanor threatening or intimidating	☐	☐
46. Misdemeanor assault	☐	☐
47. Misdemeanor aggravated assault	☐	☐
48. Misdemeanor unlawfully administering intoxicating liquor, narcotic drugs or dangerous drugs	☐	☐

	YES	NO
49. Misdemeanor dangerous or deadly assault by prisoner or juvenile	☐	☐
50. Misdemeanor prisoners who commit assault with intent to incite riot or participate in riot	☐	☐
51. Misdemeanor assault by vicious animals	☐	☐
52. Misdemeanor drive-by shooting	☐	☐
53. Misdemeanor assaults on public safety employees or volunteers and state hospital employees	☐	☐
54. Misdemeanor discharging a firearm at a structure	☐	☐
55. Misdemeanor prisoner assault with bodily fluids	☐	☐
56. Misdemeanor aiming a laser pointer at a peace officer	☐	☐
57. Misdemeanor possession and sale of peyote	☐	☐
58. Misdemeanor possession and sale of a vapor-releasing substance containing a toxic substance	☐	☐
59. Misdemeanor selling or giving nitrous oxide to underage persons	☐	☐
60. Misdemeanor sale of regulated chemicals	☐	☐
61. Misdemeanor sale of precursor chemicals	☐	☐
62. Misdemeanor production or transportation of marijuana	☐	☐
63. Misdemeanor possession, use or sale of marijuana, dangerous drugs or narcotic drugs	☐	☐
64. Misdemeanor possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs	☐	☐
65. Misdemeanor administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs	☐	☐
66. Misdemeanor manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15	☐	☐
67. Misdemeanor involving or using minors in drug offenses	☐	☐
68. Misdemeanor possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone	☐	☐
69. Misdemeanor possession, manufacture, delivery and advertisement of drug paraphernalia	☐	☐
70. Misdemeanor use of wire communication or electronic communication in drug-related transactions	☐	☐
71. Misdemeanor using a building for sale or manufacture of dangerous or narcotic drugs	☐	☐
72. Misdemeanor manufacture or distribution of prescription-only drug	☐	☐
73. Misdemeanor manufacture, distribution, or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs	☐	☐
74. Misdemeanor manufacture of certain substances and drugs by certain means	☐	☐

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Developmental Disabilities ADA Coordinator at 602-771-2893; TTY/TDD Services: 7-1-1 • Disponible en español en línea o en la oficina local

EXHIBIT D

LCR-1034A FORS (10-19)
No se aceptan versiones anteriores

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Página 1 de 6

AFIDÁVIT DE AUTO REVELACIÓN DE LA HISTORIAL CRIMINAL

Se presentará sus huellas digitales al Departamento de Seguridad Pública de Arizona (DPS policía) y El Departamento de Estado de Investigaciones (FBI) para comprobar su historial criminal. Como la Ley Pública y los Estatutos Revisados de Arizona, vamos a usar lo que revela en este affidavit y la información provista por la comprobación de su historial criminal, para determinar su conveniencia por tener acceso sin restricción a las personas vulnerables. El dejar de revelar información verdadero y preciso en este affidavit será motivo de terminar su empleo o de denegar, suspender o revocar su licencia y puede que le remitimos a la oficina de Procurador General para que le puede enjuiciar.

Asegúrese que revise todas las seis (6) páginas del affidavit de auto revelación.

Usted tiene derecho de obtener una copia de todo informe acerca de su historial criminal y recusar la exactitud o integridad de la información contenida en el informe. Si recusa la información, también tiene derecho a una determinación pronta en cuanto a la validez de su recusación. Para obtener una copia del informe de su comprobación de historial criminal, comuníquese con la DPS Records Unit, ACJIS Division al (602) 223-2222.

Nombre (Nombre, segundo, apellido): _____ Fecha de nacimiento (MM/DD/YY): _____

Dirección (Núm., calle, núm. de apto.): _____

Ciudad: _____ Estado: _____ Código postal: _____

Marque una de lo siguiente y proveer la información según las instrucciones:

- ☐ No he sido declarado culpable ni estoy acusado de ningún delito.
- ☐ He sido declarado culpable de o estoy acusado de los siguientes delitos (s) (Provea la fecha, local/jurisdicción, circunstancias y resultado. Adjunta páginas adicionales como sea necesario):

TAMBIÉN – Marque una de lo siguiente:

- ☐ No estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción.
- ☐ Estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción. (Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y **NO TENDRÁ** derecho de apelar la decisión.)

Certifico que entiendo este affidavit. Mi auto-revelación es verdadera, precisa y completa según mi leal saber.

Firma: _____ Fecha: _____

Notary Public (Notario publico)

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

Vea la página 6 para leer la declaracion de EOE/ADA

Infracciones no apelables

¿Espera usted juicio para o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en este estado o un delito similar en otra jurisdicción? Marque "Sí" o "No" como sea aplicable.

Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, o espera juicio por o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en esta sección DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y usted **NO TENDRÁ** derecho de apelar la decisión.

Condenas expurgadas de algún tribunal aparte del tribunal juvenil deben ser identificadas.

	SÍ	NO
1. Abuso sexual abuse de un adulto vulnerable	☐	☐
2. Incesto	☐	☐
3. Homicidio, incluso homicidio del primer o segundo grado, homicidio sin premeditación y homicidio negligente	☐	☐
4. Agresión sexual	☐	☐
5. Explotación de un menor o un adulto vulnerable	☐	☐
6. Explotación sexual comercial de un menor o un adulto vulnerable	☐	☐
7. Prostitución de un menor según A.R.S. § 13-3212	☐	☐
8. Abuso infantil	☐	☐
9. Negligencia de niño que sea un delito grave	☐	☐
10. Conducta sexual con un menor	☐	☐
11. Abuso inhumano de un menor o adulto vulnerable	☐	☐
12. Delito peligroso contra menores como sea definido en A.R.S. § 13-705	☐	☐
13. Explotación de menores para delitos relacionados con drogas	☐	☐
14. Raptar a un menor para propósitos de prostitución según A.R.S. § 13-3206	☐	☐
15. Negligencia o abuso de un adulto vulnerable	☐	☐
16. Trafico de sexo	☐	☐
17. Abuso sexual	☐	☐
18. Producir, publicar, vender, poseer, y presentar artículos indecentes según A.R.S. § 13-3502	☐	☐
19. Suministrar cosas dañosas a menores según A.R.S. § 13-3506	☐	☐
20. Suministrar cosas dañosas a menores mediante actividad en el Internet según A.R.S. § 13-3506.01	☐	☐
21. Comunicaciones telefónicas que son obsceno o indecente a menores para los propósitos comerciales según A.R.S. § 13-3512	☐	☐
22. Seducir a un menor para el propósito de explotación sexual	☐	☐
23. Incitar a cualquier personas para propósitos de prostitución	☐	☐
24. Instigación, bajo pretensiones falsas, de cualquier personas para propósitos de prostitución	☐	☐
25. Instigar o colocar personas en una casa de prostitución	☐	☐
26. Recibir ganancias de una persona prostituida	☐	☐
27. Causar prostitución de su cónyuge	☐	☐
28. Detención de personas en una casa de prostitución para satisfacer deudas	☐	☐
29. Mantener o residir en una casa de prostitución o empleo en prostitución	☐	☐
30. Proxenetismo	☐	☐

	SÍ	NO
31. El trata de personas con el fin de labor o servicios forzados como se define en A.R.S. 13-1308	☐	☐
32. Transporte de personas para propósitos de prostitución, poligamia y concubinato	☐	☐
33. Representar un adulto como un menor según A.R.S. § 13 3555	☐	☐
34. Dejar entrar a los menores a exposiciones públicas de comportamiento sexual según A.R.S. § 13-3558	☐	☐
35. Algún delito que incluye contribuir a la delincuencia de un menor	☐	☐
36. La venta o compra ilegal de niños	☐	☐
37. Bigamia infantil	☐	☐
38. Algún delito grave que incluye violencia familiar como sea definido en A.R.S. § 13-3601, salvo que un delito grave que incluye solamente daño criminal de una cantidad más de \$250, pero menos de \$1000 si los delitos fueron cometidos antes del 29 de junio de 2009	☐	☐
39. Delito grave de exhibicionismo	☐	☐
40. Delito grave de indecencia sexual pública	☐	☐
41. Conduciendo bajo la influencia (de alcohol/ drogas) grave, conduciendo bajo la influencia (de alcohol/ drogas) extrema o conduciendo bajo la influencia (de alcohol/ drogas) agravado si fuera cometido dentro de 5 años de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1	☐	☐
42. Terrorismo	☐	☐
43. Algún delito que incluye un delito violenta como sea definido en A.R.S. § 13-901.03	☐	☐

Apelable 5 años después de condena

No se pueden apelar los siguientes delitos graves si se fueron cometidos dentro de 5 años antes de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1. Si usted ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de los delitos en esta sección *dentro de 5 años* de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará tarjeta de autorización de Nivel 1 de huellas digitales y usted **NO SERÁ** elegible para apelar la denegación.

Si la condena fue *más de 5 años* antes de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará una tarjeta de autorización de Nivel 1, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

Marque "Dentro de 5 Años," "Más de 5 años" o "No" como sea aplicable.

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
1. Imprudencia riesgosa	☐	☐	☐
2. Incendio intencional	☐	☐	☐
3. Agresión	☐	☐	☐
4. Agresión agravada	☐	☐	☐
5. Administración ilegal de licores intoxicantes, drogas narcóticas o drogas peligrosas	☐	☐	☐
6. Agresión peligrosa o mortal por parte de prisionero o menor	☐	☐	☐
7. Prisioneros quienes cometen agresión con el propósito de amotinarse o participar en un motín	☐	☐	☐
8. Agresión mediante animales viciosos	☐	☐	☐
9. Tiroteo desde auto	☐	☐	☐
10. Agresión contra los empleados o voluntarios y empleados del hospital estatal	☐	☐	☐
11. Disparar un arma de fuego contra una estructura	☐	☐	☐
12. Agresión por parte de prisionero con fluidos corporales	☐	☐	☐

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
13. Apuntar un Láser a un agente de las fuerzas del orden	☐	☐	☐
14. Posesión y venta de peyote	☐	☐	☐
15. Posesión y venta de alguna sustancia vaporoso que contiene sustancias tóxicas	☐	☐	☐
16. Vender o dar óxido nitroso a personas de menor de edad	☐	☐	☐
17. La venta de químicas reglamentadas	☐	☐	☐
18. La venta de químicos precursores	☐	☐	☐
19. Producción o transportación de la marihuana	☐	☐	☐
20. Posesión, uso o venta de marihuana, drogas peligrosos o drogas narcóticas	☐	☐	☐
21. Posesión, uso, administración, adquisición, venta, fabricación o transporte de drogas solas de receta	☐	☐	☐
22. Administración, adquisición, fabricación o transporte de drogas peligrosas o drogas narcóticas	☐	☐	☐
23. El fabricar metanfetamina bajo circunstancias que causan herida física a un menor bajo la edad de 15 años	☐	☐	☐
24. El hacer participar o usar menores durante delitos de drogas	☐	☐	☐
25. Posesión, uso, venta o transferencia de la marihuana, peyote, drogas de receta, drogas peligrosas, o drogas narcóticas o el fabricar drogas peligrosas dentro de una zona escolar libre de drogas	☐	☐	☐
26. Posesión, fabricar, entregar y hacer publicidad de parafernalia para drogas	☐	☐	☐
27. El uso de comunicación por telegrama o comunicación electrónica durante transacciones relacionados con drogas	☐	☐	☐
28. El uso de un edificio para vender o fabricar drogas narcóticas peligrosas	☐	☐	☐
29. El fabricar o distribuir drogas disponibles solo por receta	☐	☐	☐
30. El fabricar, distribuir, poseer, o poseer con el propósito a usar sustancias controlados de imitación drogas solo de receta de imitación o drogas sin receta de imitación	☐	☐	☐
31. Manufactura de ciertas sustancias y drogas a través de ciertos medios	☐	☐	☐

Delitos apelables

¿Está usted esperando el juicio de o alguna vez ha sido usted condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos en este estado o delito similar en otra jurisdicción? Marque "Sí" o "No" según lo aplicable.

Si usted está esperando el juicio para o ha sido condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos, DPS denegará, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

	SÍ	NO
1. Hurto	☐	☐
2. Robo mediante extorsión	☐	☐
3. Hurto de mercancías en una tienda o negocio	☐	☐
4. Falsificación	☐	☐
5. Posesión criminal de un instrumento de falsificación	☐	☐
6. Obtener una firma mediante decepción	☐	☐
7. Personificación criminal	☐	☐
8. Robo de una tarjeta de crédito u obtener una tarjeta de crédito a través de medios fraudulentos	☐	☐

EXHIBIT E

Area Agency on Aging, Region One Billing Time Frames

Billing Month	Billing Due	Re-billing Due	Re-billing Time Limit
July	August 10 th	November 10 th	3 months
August	September 10 th	November 10 th	2 months
September	October 10 th	November 10 th	1 month
October	November 10 th	February 10 th	3 months
November	December 10 th	March 10 th	3 months
December	January 10 th	April 10 th	3 months
January	February 10 th	May 10 th	3 months
February	March 10 th	June 10 th	3 months
March	April 10 th	July 10 th	3 months
April	May 10 th	July 10 th	2 months
May	June 10 th	July 10 th	1 month
June	July 10 th	July 10 th	0 month

EXHIBIT F

Site: Click or tap here to enter text.

Time of Incident: Click or tap here to enter text.

Location of Incident: Click or tap here to enter text.

Name(s) of Person(s) involved: Click or tap here to enter text.

Telephone report given to: (name of Area Agency staff):

Telephone report given by: _____ Date: _____ Time: _____

Nature of Incident (include name(s) of client(s) and staff involved).

Use additional pages if necessary.

[illegible]

Signature of person completing the report _____

Any incident occurring at an Area Agency on Aging, Region One supported facility or within services must be reported. A telephone call to the Area Agency staff (602-264-2255) must occur promptly on serious (911) incidents. All incidents must be e-mailed within 24 hours to your Contracts Specialist.

COMMUNICATION PAGE
(not an integral page of the Contract)

5/26/23 EMAILED TO:

elutz@avondaleaz.gov

slopez@avondaleaz.gov

VEHICLE LEASE AGREEMENT BETWEEN

V2024-05-AVO

Area Agency on Aging, Region One, Incorporated AND
1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
623-333-1000 fax: 623-333-0100
EIN: 866000233

DURATION OF THE AGREEMENT, FY 2024: July 1, 2023 and shall end June 30, 2024

CONTACT INFORMATION FOR NOTICES

Area Agency and Contractor shall address all notices relative to this Agreement to the addresses as identified above and persons as follows:

Kathy Flores, Contract Specialist

Erin Lutz, Senior Center Coordinator

RECOGNITION OF AND REFERENCE TO SERVICE CONTRACT 2024-07-AVO

The terms and conditions of this Agreement are specifically related to and legally binding with the Area Agency's Service Contract with the Contractor. This lease of vehicle(s) action is intended solely for the purpose of providing services as specified in the contract number identified above between the Area Agency and Contractor. All terms, effective dates, and actions pertaining to the Service Contract shall be binding to this Vehicle Lease Agreement.

This Contract is entered into by and between City of Avondale., hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Terms and Conditions, specific Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, and shall include any subcontracts and the approved budget and / or unit rates and contract budget ceilings.

Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

**AREA AGENCY ON AGING,
REGION ONE, INCORPORATED**

CITY OF AVONDALE

Signature and Date

Mary Lynn Kasunic, President & CEO

Signature and Date

Ron Corbin, City Manager

City of Avondale ATTEST:

City Clerk

Vehicle Lease Identification Page

<u>Year & Make</u>	<u>Model</u>	<u>VIN #</u>
2009 FORD	ELDORADO BUS	1FD3E35SX8DB47856
2018 FORD	ESCAPE SUV- GAS	1FMCU0GD8JUC70853
2018 FORD	ESCAPE SUV – GAS	1FMCU0GDXJUB74013
2020 FORD	ESCAPE SUV – GAS	1FMCU0G68LUB18561
2020 FORD	ALLSTAR 22 E-350 BUS	1FDEE3F61KDC71564
2019 FORD	STARCRAFT ALLSTAR 22 BUS	1FDEE3F68KDC12236

TERMS AND CONDITIONS

1. **CONTRACT ADMINISTRATION**

- a. Vehicle Lease Area Agency hereby leases vehicle(s) as described on the Vehicle Lease Identification Page to the Contractor for the sum of one dollar (\$1.00) per vehicle.
- b. Award Date The date the Contract is executed by Area Agency. This may or may not be the same date as the "Effective Date" which is the date specified on the Offer and Award or Signature Page.
- c. Effective Date The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.
- d. Term The terms of this agreement constitute the entire agreement between Area Agency and the Contractor. Parties represent that there are no collateral agreements to the agreement

2. **COMPLIANCE WITH APPLICABLE LAWS**

- a. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- b. The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.

3. **NOTICES**

- a. All notices shall reference the contract number.
- b. Notices under this Lease Agreement shall be made by Area Agency to the person indicated on the Contract Signature Page. Notices to Area Agency required by the Agreement shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

4. **ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT**

- a. The Contractor shall provide to Area Agency for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:
- b. "This program was funded through a contract with Area Agency on Aging, Region One, Incorporated. Points of view are those of the author and do not necessarily represent the official position or policies of the Area Agency."

5. **ASSIGNMENT AND DELEGATION**

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Area Agency President/CEO. Area Agency shall not unreasonably withhold approval.

6. **LIENS**

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7. **VISITATION, INSPECTION AND COPYING**

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection, monitoring, and copying by Area Agency and any other appropriate agent of funding source or the State or Federal Government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the

Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

8. **AUDIT**

In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five (5) years after completion of the Contract, except if subject to Health Insurance Portability & Accountability Act which is six (6) years. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. Vehicle service records will be maintained in accordance with prescribed Area Agency policies and procedures.

9. **Termination**

- a. **Mutual Agreement** This contract may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- b. **Termination of Service Contract** Upon termination of the Service Contract as identified on the Signature Page results in a termination of this Vehicle Lease Agreement.
- c. **Non-Appropriations** Contractor is obligated only to pay its obligations set forth in this agreement as may lawfully be made from funds appropriated and budgeted for that purpose during Contractor's then current fiscal year. The Contractor's obligations under this agreement are current expenses subject to the "budget law" and the unfettered legislative decision of the Contractor concerning budgeted purposes and appropriation of funds. Should Contractor elect not to appropriate and budget funds to pay its agreement obligations, this agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and Contractor shall be relieved of any subsequent obligation under this agreement. The parties agree that Contractor has no obligation or duty of good faith to budget or appropriate the payment of the obligations found in this agreement in any budget in any fiscal year other than the fiscal year in which this agreement is executed and delivered. Contractor shall be the sole judge and authority in determining the availability of funds for its obligations under this agreement. The obligation of Contractor to make any payment pursuant to this agreement is not a general obligation or indebtedness of Contractor. Area Agency hereby waives any and all rights to bring any claim against Contractor for or relating in any way to Contractor's termination of this Agreement pursuant to this Section 1(j)(iii).
- d. **Cancellation for Conflict of Interest** Pursuant to A.R.S. § 38-511, Area Agency may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Area Agency is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- e. **Gratuities** The Area Agency may, by written notice, terminate this Contract, in whole or in part, if Area Agency determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Area Agency for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- f. **Suspension or Debarment** The Area Agency may, by written notice to the Contractor, immediately terminate this Contract if Area Agency determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify Area Agency
- g. **Termination for Convenience** The Area Agency reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of Area Agency, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of

the termination and minimize all further costs to Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply. The Contractor may terminate this contract per this provision by providing at least thirty (30) days written notice to the Area Agency President/CEO.

h. **Termination for Default**

- i. In addition to the rights reserved in the contract, Area Agency may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.
- ii. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency on demand.
- iii. The Area Agency may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.

- i. **Continuation of Performance Through Termination** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

j. **Termination for Any Reason**

- i. In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by Area Agency, shall assist Area Agency in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.
- ii. In the event of termination or suspension of the Contract by Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the Department and the State for any claim by any other party against Area Agency, the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. § 41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. § 35-154 as may be amended the provisions of this paragraph shall not apply.
- iii. In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

10. **RETURN OF VEHICLE(S)**

Upon termination of the agreement or amendment to remove any vehicle from the agreement, Contractor agrees to return vehicles, normal wear and tear excepted, as follows

- a. Vehicles shall be in operating condition per all city, state, federal laws and standards.
- b. Vehicles may not be in such a condition inconsistent with norms based on the year and mileage of the vehicle.
- c. Vehicle may not have body or interior damage without written approval from Area Agency
- d. The condition the vehicles were received in will be considered when determining the vehicles have been returned in a condition that is consistent with the norms based on the year and mileage of the vehicle.
- e. Contractor shall remove any non-Area Agency signage as may have been adhered to the vehicle with approval from Area Agency.

- f. Listed below are additional requirements for a contractor to return a vehicle. These requirements take effect July 1, 2019 and thereafter and will be included In our Vehicle Leases between Contractor and the Area Agency on Aging.
 - i. Reason for the return request.
 - ii. Photos of the interior and exterior of the vehicle.
 - iii. The vehicle must be clean inside and out which includes the vehicle's interior upholstery.
 - iv. Current Mileage.
 - v. Maintenance records for the previous twelve months which includes a list of any large repairs made to the vehicle by your organization.

11. **NON-DISCRIMINATION**

- a. Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- b. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

12. **INDEMNIFICATION**

- a. **Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the Area Agency and the State as a result of entering into this contract. However, the parties further agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence,
- b. **Public Agency Language Only.** Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- c. **Indemnification for Subcontractor.** In addition, the Contractor shall cause its contractor(s) and subcontractor(s), if any, to indemnify, defend, save and hold harmless the Area Agency and State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as Claims) for bodily injury or personal injury (including death), or loss or damage or tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor to the extent permitted by law, from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable.
- d. **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the Area Agency and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

- e. **Indemnification Clause** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Area Agency and the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against Area Agency and the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

13. **INSURANCE REQUIREMENTS**

- a. Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- b. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Area Agency and the State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

c. **Minimum Scope and Limits of Insurance**

The Contractor shall provide coverage with limits of liability not less than those stated below.

d. **Commercial General Liability (CGL) – Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

• General Aggregate	\$3,000,000 (ALTCS) / \$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$ 50,000
• Each Occurrence	\$1,000,000

1. The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should it be included with the Professional Liability.
2. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."
3. The policy shall be endorsed, as required by this written agreement, to include the *Additional Insured agencies, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.*
4. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

e. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
- 1. Policy shall be endorsed, as required by this written agreement, to include the Additional Insureds shall be named as and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- 2. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

f. **Workers' Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000
- 1. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 2. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

g. **Professional Liability (Errors and Omissions Liability)**

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000
- 1. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than \$500,000.
- 2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- 3. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work and Service Specifications of this contract.

h. **Commercial Crime Policy or Blanket Fidelity Bond**

- Coverage amount is \$100,000

Coverage should include but is not limited to:

1. Employee Dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage)
2. Money & Securities Inside/Outside
3. Computer Fraud
4. Funds Transferred (if applicable)
5. Forgery or Alteration
6. The policy shall be endorsed to include Area Agency and funding sources and the State of Arizona (and the respective agency) as Loss Payee
7. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim
8. Coverage shall be extended to 3rd parties

i. **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- i. The contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the identified agencies, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- ii. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- iii. Required Agencies:
 - ✓ Area Agency on Aging, Region One Incorporated
 - ✓ State of Arizona and Department of Economic Security
 - ✓ Banner University Family Plan
 - ✓ UnitedHealthcare Community Plan
 - ✓ Mercy Care Plan

j. **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Area Agency. Within two (2) business days of receipt, Contractor must provide notice to Area Agency if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Area Agency and shall be mailed, emailed, hand delivered or sent by facsimile transmission to the assigned Area Agency on Aging Contract Specialist.

k. **Acceptability of Insurers**

- i. Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- ii. If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt for the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with the insurance requirements relating to the A.M. Best rating requirements.

l. **Verification of Coverage**

- i. Contractor shall furnish Area Agency with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.
- ii. All such certificates of insurance and policy endorsements must be received by Area Agency before work commences. Area Agency's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- iii. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- iv. All certificates required by this Contract shall be sent directly to Area Agency. The Area Agency project/contract/vendor number and project description shall be noted on the certificate of insurance. Area Agency reserves the right to require complete copies of all insurance policies required by this Contract at any time.

m. **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. Area Agency reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

n. **Approval and Modifications**

The Contracting Agency, in consultation with Area Agency, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract Amendment but may be made by administrative action.

o. **Exceptions**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

14. **VEHICLE SERVICES AND OPERATIONS**

a. **Services** This Vehicle Lease Agreement, the terms and conditions of this Agreement are specifically related to and legally binding with the Area Agency's Service Contract with the Contractor as specified on the Signature page of this agreement. This lease of vehicle(s) action is intended solely for and limited to the purpose of providing services as specified in the Service Contract.

b. **Facility(s)** Services are limited to the sites as identified in the Service Contract Facility Location page.

c. **Vehicle Operation and Maintenance**

i. **Liabilities**

1. The Contractor is responsible for all liabilities in the operations, storage, use, or other activities involving each leased vehicle. Area Agency is not responsible for any losses or injuries caused by the use of the vehicle.
2. The Contractor shall be liable for all fines, parking violations and any fines imposed by any governmental authority upon the vehicle or operator thereof during the term of this agreement.
3. The Contractor shall not permit the vehicle to be used in violation of any federal, state, municipal statutes, laws, ordinances, rules or rules or regulations, or contrary to the provision of any applicable insurance policy.
4. The Contractor shall keep the Area Agency fully informed of all claims, suits or proceeding arising out of any accidents or incidents involving each leased vehicle.
5. The Contractor shall forward to the Area Agency a copy of every demand, notice summons or process received in connection with any and all claims, suits or other legal proceedings resulting from an incident/accident involving any leased vehicle.

ii. **Operation Expenses** The Contractor is solely responsible for costs associated with the operation of the vehicle. Area Agency bears no responsibility for costs associated with the operations, staffing, maintenance, or repair of the leased vehicle(s). In the event the Contractor is unable to maintain the operational costs of the vehicle, this Agreement will be terminated.

iii. **Maintenance** Contractor is responsible to:

1. Maintain the vehicle in safe and manufacturer standard of operation at all times. A vehicle may not be parked, inoperable through the duration of the agreement.
2. Abide by the manufacturer's warranty and recommended schedule of maintenance, as a minimum.
3. Keep written documentation of completed maintenance to minimally include a log of date, vendor, description of repairs/maintenance, cost and mileage.
4. Clean the vehicle regularly.
5. Obtain, if applicable to the vehicle, an annual Federal Inspection and submit documentation of the Inspection to Area Agency.

iv. **Alterations of Vehicle** Upon prior approval by Area Agency, the Contractor shall have the opportunity to display signage of a removable nature on the vehicle. Contractor will make no other changes to the vehicle without prior written consent of the Area Agency. The Contractor

shall not make any alterations, additions, or improvements to the equipment, which detract from its economic value or functional utility.

- v. **Accidents / Damage** In the event the leased vehicle is involved in an accident, damage, or vandalism, Contractor shall make all repairs and restorations within a reasonable period of time, not to exceed three (3) months. Contractor shall be responsible for all costs incurred in repair of leased vehicle including the deductible amounts stated in the insurance policy.
- d. **Personnel Requirements** Contractor shall specifically certify staff as competent to operate vehicles as required by law and the following minimum standards:
 - i. All equipment operators will have a valid Arizona driver's license, a copy which will be on file with the Contractor and which may subject to inspection by the Area Agency. If a CDL (Commercial Driver's License) is required for equipment operation it will also be required to be on file for inspection.
 - ii. Obtain motor vehicle report and evaluate the report as acceptable prior to commencing driving.
 - iii. Driver training, supervision, and employment. Volunteer drivers must meet all these requirements and any other requirements as set for paid drivers.
- e. **Evaluation & Monitoring**: Area Agency may and the Contractor shall cooperate in the monitoring, assessment, and evaluation of contract services or transportation activities performed by the identified vehicle(s).
- f. **Reporting Requirements**
 - i. **Semi-Annual Maintenance Report** Contractor shall provide written documentation of completed maintenance to minimally include a log of date, vendor, description of repairs/maintenance, cost and mileage on July 15th and January 15th.
 - ii. **Accidents / Damage**
 - 1. report the incident to the Area Agency Vehicle Fleet Representative within twenty-four (24) hours via telephone or email
 - 2. submit a written report of the incident to the Area Agency within three (3) days; and
 - 3. submit other documentation, reports, evidence as required or requested by Area Agency.

COMMUNICATION PAGE
(not an integral page of the Contract)

6/07/2023

slopez@avondaleaz.gov

elutz@avondaleaz.gov

CITY COUNCIL REPORT

SUBJECT: Revised Agreement with Salt River Project (SRP) for Accounting and Delivery of Water Made Available in the Modified Roosevelt Dam Flood Control Space under a Temporary Deviation Plan

MEETING DATE: 6/26/2023

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

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

This innovative agreement demonstrates a partnership between Avondale and Salt River Project (SRP) to identify opportunities which continue to strengthen the City's water portfolio.

- 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 agreement demonstrates creative collaboration to ensure a more sustainable water resource is available for current and future residents through effective water resource management.

PURPOSE:

City Council will consider a request to approve a Revised Agreement with Salt River Project (SRP) for Accounting and Delivery of Water Made Available in the Modified Roosevelt Dam Flood Control Space under a Temporary Deviation Plan, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In February of 2020, Salt River Project contacted Avondale and other valley municipalities to discuss their interests in sharing the costs to evaluate the potential to receive water from future releases at the Roosevelt Dam under a temporary deviation water control plan developed by SRP. City Council approved participation in the study and the associated Cost Share Agreement in August of 2021.

The temporary deviation water control plan will be in place for 5 years, of which Salt River Project (SRP) would have authority to temporarily deviate from current Roosevelt Dam operating guidelines and deliver Temporary Deviation Water one time per year in 3 of the 5 years the plan is in place. The total volume of Temporary Deviation Water that will be available is based on the probability of drainage basin water runoff into the Roosevelt Dam reservoir, of which any amount of water is not guaranteed. Total estimated costs to develop and administer the program are spread across participating entities based upon their respective percentage interest in the anticipated volume of Temporary Deviation Water.

Avondale's cost share is expected to be a one-time total fee of \$94,809 for an approximate total of 8,500-acre feet during the duration of the plan. This cost figures to about \$11 per acre foot of water, which is nearly 70% less than current market rates for SRP water. These costs are already included in the City's water purchase budget. Avondale's plan is to store this water and receive Long Term Storage Credits, which helps the City achieve its long term and strategic goal of having an 8 year "Build Out" supply.

In September 2022, City Council approved the original agreement for "Accounting and Delivery" of the temporary deviation water from the modification of the water control plan. The Accounting and Delivery Agreement defines operation of the flood control space consistent with the Temporary Deviation Plan as well as the processes for apportionment of the water, ordering, accounting and reporting. Avondale's financial obligation under this agreement is proportional to its capacity interest in the water made available through the Temporary Deviation Plan plus the associated administrative fees. This agreement named 15 participating entities and expressly stated the allotment of temporary deviation water to each entity.

DISCUSSION:

Since the original approval of the "Accounting and Delivery" agreement in September 2022, one of the original participating entities has withdrawn from participation and it was discovered that the language in the original agreement prevented the agreement from being fully executed without all the original participants; and that there was no expressly stated mechanism for redistributing the allotment from a withdrawn entity. This revised "Accounting and Delivery" agreement includes clarifying verbiage to correct these deficiencies.

BUDGET IMPACT:

Funding for the agreement with Salt River Project (SRP) is included in the adopted FY2024 budget.

RECOMMENDATION:

Staff recommends that City Council approve a Revised Agreement with Salt River Project (SRP) for Accounting and Delivery of Water Made Available in the Modified Roosevelt Dam Flood Control Space under a Temporary Deviation Plan, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Eric Bay

**AGREEMENT FOR ACCOUNTING AND DELIVERY OF WATER MADE AVAILABLE IN THE
MODIFIED ROOSEVELT DAM FLOOD CONTROL SPACE UNDER A TEMPORARY DEVIATION
TO THE WATER CONTROL PLAN
AMONG
VARIOUS PARTICIPATING ENTITIES,
SALT RIVER VALLEY WATER USERS' ASSOCIATION,
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

1. PARTIES:

This Agreement for Accounting and Delivery of Water Made Available in the Modified Roosevelt Dam Flood Control Space Under a Temporary Deviation to the Water Control Plan ("Agreement"), executed this ____ day of _____, 2023 is by and among the following entities that execute this Agreement as provided in Subparagraph 5.16: Arizona cities of Avondale, Chandler, Glendale, Mesa, Peoria, Phoenix, Scottsdale, and Tempe; Town of Gilbert; Roosevelt Water Conservation District; Buckeye Water Conservation and Drainage District; Roosevelt Irrigation District; the Salt River Pima-Maricopa Indian Community, a sovereign tribe located in the Phoenix metropolitan area; Freeport Minerals Corporation, a mining company with headquarters in Phoenix, Arizona ("Participating Entities", as defined in Subparagraph 5.16); the Salt River Valley Water Users' Association, an Arizona corporation ("Association"); and the Salt River Project Agricultural Improvement and Power District, a political subdivision of the State of Arizona ("District"). The Association and District are referred to collectively as "SRP". The Participating Entities and SRP are referred to individually as "Party" and collectively as "Parties."

2. RECITALS:

This Agreement is made regarding the following:

- 2.1. Shareholders of the Association are owners of land within the Salt River Reservoir District having valid appropriative rights to waters of the Salt and Verde Rivers. The Association is responsible for the delivery to shareholder lands of waters developed, controlled, or stored by it for the benefit of such lands. The Association is the agent of the District in the operation of the water delivery system of the Salt River Project, a federal reclamation project that includes Theodore Roosevelt Dam, pursuant to an agreement dated March 22, 1937, as

amended by agreements dated February 28, 1944, and September 12, 1949, and is also the agent of the United States of America in the operation of said federal reclamation project pursuant to a contract dated September 6, 1917.

- 2.2. Congress authorized the United States Bureau of Reclamation (“Reclamation” as defined in Subparagraph 5.17 below) to construct the Central Arizona Project (“CAP”) including construction of “Orme Dam or a suitable alternative” as part of the CAP under the Colorado River Basin Act of 1968. The Central Arizona Water Conservation Study (“CAWCS”) examined alternatives to Orme Dam. The Reclamation Safety of Dams Act of 1978 widened the focus of CAWCS to include the evaluation of the structural safety of Reclamation dams. The United States Department of the Interior selected one of the CAWCS alternatives known as “Plan 6” as the proposed action for purposes of detailed planning, design, and completion of the CAP. Plan 6 includes the planning and construction of modified Roosevelt Dam (“Modified Roosevelt Dam” as defined in Subparagraph 5.12 below) on the Salt River to provide flood control, water conservation, and dam safety, along with other project purposes and benefits consistent with the CAWCS.
- 2.3. SRP, Reclamation, the Flood Control District of Maricopa County, and the Arizona Cities of Chandler, Glendale, Mesa, Phoenix, Scottsdale, and Tempe entered into the Operating Agreement for Additional Active Conservation Capacity at Modified Roosevelt Dam on December 14, 1993 (“Modified Roosevelt Dam Operating Agreement” as defined in Subparagraph 5.13 below) to establish principles governing storage capacity made available at Modified Roosevelt Dam under Plan 6. Under the Modified Roosevelt Dam Operating Agreement, the parties to that agreement recognized claims to flood and surplus waters of the Salt and Verde Rivers by certain entities who were listed in Appendix 1 to that agreement. Certain of those entities listed in Appendix 1 are Parties to this Agreement (“Participating Entities” as defined in Subparagraph 5.16).
- 2.4. Construction of additional storage at Modified Roosevelt Dam was completed in 1996 and raised the dam a total of seventy-seven (77) feet. As part of the modifications to Roosevelt Dam, certain capacity was created between elevation 2,150.78 feet above mean sea level to 2,174.87 feet above mean sea level for flood control purposes (“Flood Control Space” as defined in Subparagraph 5.9 below) (these elevations are based on the most recent silt survey and are subject to change based on results of subsequent silt surveys). Water entering the Flood

Control Space is under the jurisdiction of the United States Army Corps of Engineers (“Corps of Engineers” as defined in Subparagraph 5.4 below) under Section 7 of the Flood Control Act of 1944. SRP, Reclamation, and Corps of Engineers entered into a Water Control Agreement dated November 5, 1996 (“Water Control Agreement” as defined in Subparagraph 5.30 below) and agreed to comply with the flood control operating criteria contained in the Corps of Engineers’ Water Control Manual for Modified Roosevelt Dam updated in September 1997 (“Water Control Manual” as defined in Subparagraph 5.31 below). Chapter 7 of the Water Control Manual contains the Water Control Plan which describes how SRP was to operate Modified Roosevelt Dam (“Water Control Plan” as defined in Subparagraph 5.32 below). Under the Water Control Plan, SRP is required to evacuate water entering the Flood Control Space within twenty (20) days after such water first enters the Flood Control Space.

- 2.5. Section 7-14(c) of the Water Control Plan contemplates planned instances which allow deviations from normal regulation. Under the provisions of Section 7-14(c) of the Water Control Plan and Section 7 of the Water Control Agreement, SRP, Reclamation, and the Corps of Engineers developed the parameters of a planned deviation wherein SRP, among other things, is authorized to extend the evacuation period for water entering the first five feet of the Flood Control Space from twenty (20) days to one hundred and twenty (120) days, beginning in calendar year 2023, for three out of five consecutive years (“Temporary Deviation Plan” as defined in Subparagraph 5.27 below).
- 2.6. The Parties executed an agreement entitled “Agreement to Share Costs Associated with Seeking to Obtain Approval for the Operation of the Flood Control Space in Modified Roosevelt Dam Under a Temporary Deviation to the Water Control Plan among Various Participating Entities, and the Salt River Project Agricultural Improvement and Power District” dated October 12, 2021 (“Cost Share Agreement” as defined in Subparagraph 5.5 below) to determine, among other things, the amount of funding contributed by each Party to pay the costs associated with development and approval of the Temporary Deviation Plan.
- 2.7. The Corps of Engineers and Reclamation have issued or will issue a decision document under the National Environmental Policy Act authorizing the Temporary Deviation Plan at Modified Roosevelt Dam as contemplated under

Section 7-14(c) of the 1997 Water Control Manual (“Temporary Deviation Authorization”).

- 2.8. The purpose of this Agreement is to describe (1) how SRP will operate the Flood Control Space under the Temporary Deviation Plan, (2) how SRP will evacuate and deliver Temporary Deviation Water from the Temporary Deviation Space to the Parties, and (3) the fees each Participating entity shall pay during the Temporary Deviation Period.

3. AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

4. INCORPORATION OF RECITALS:

The recitals listed above are hereby incorporated into and expressly made part of this Agreement.

5. DEFINITIONS:

The following terms, when used with initial capitalization, whether in singular or plural, shall have the meaning specified as follows:

5.1. ADWR: Arizona Department of Water Resources.

5.2. Authorized Representatives: Representatives of the Parties appointed to administer the provisions of this Agreement.

5.3. Calendar Year: The calendar years beginning January 1 and ending December 31 of each year during the term of this Agreement.

5.4. Corps of Engineers: United States Army Corps of Engineers which is authorized under Section 7 of the Flood Control Act of 1944 to prescribe regulations for the use of the Flood Control Space in Modified Roosevelt Dam allocated for flood control purposes.

- 5.5. Cost Share Agreement: The agreement among SRP and the Participating Entities entitled “Agreement to Share Costs Associated with Seeking to Obtain Approval for the Operation of the Flood Control Space in Modified Roosevelt Dam Under a Temporary Deviation to the Water Control Plan among Various Participating Entities and the Salt River Project Agricultural Improvement and Power District” dated October 12, 2021 wherein the parties agreed to share costs to develop the Temporary Deviation as provided in the Cost Share Agreement. The Cost Share Agreement is included as Exhibit 5.5.
- 5.6. Effective Date: The date this Agreement becomes effective as described in Subparagraph 7.1.
- 5.7. Evacuation Deadline: The last day and time that water must be evacuated from the Temporary Deviation Space under a Temporary Deviation Event. The Evacuation Deadline shall be set as 11:59 p.m. on the day that is one hundred and twenty days (120) from when water first enters the Temporary Deviation Space under a Temporary Deviation Event. For instance, if water first enters the Temporary Deviation Space at 9:21 a.m. on March 3rd of a Calendar Year, the Evacuation Deadline shall be 11:59 p.m. on July 1 of the same Calendar Year.
- 5.8. Execution Date: The date SRP and a Participating Entity executes this Agreement.
- 5.9. Flood Control Space: Reservoir space behind Modified Roosevelt Dam corresponding to the approximately 24 feet of elevation from 2150.78 feet above mean sea level to 2174.87 feet above mean sea level. The Flood Control Space is operated by SRP under the Water Control Agreement with the Corps of Engineers and Reclamation.
- 5.10. Granite Reef: Granite Reef Diversion Dam.
- 5.11. Joint Use Agreement: Agreement among the District, Association, and the Cities of Chandler, Glendale, Mesa, Phoenix, Scottsdale, and Tempe entitled “Agreement Concerning Beneficial Use of Water in Temporary Active Conservation Capacity at Modified Roosevelt Dam among the Salt River Project Agricultural Improvement and Power District, the Salt River Valley Water Users’ Association and the Arizona Cities of Chandler, Glendale, Mesa, Phoenix, Scottsdale, and Tempe” dated February 18, 1994.

- 5.12. Modified Roosevelt Dam: Theodore Roosevelt Dam as modified under Plan 6 to increase the height approximately 77 feet.
- 5.13. Modified Roosevelt Dam Operating Agreement: Agreement entitled “Operating Agreement for Additional Active Conservation Capacity at Modified Theodore Roosevelt Dam among The Salt River Project Agricultural Improvement and Power District, Salt River Valley Water Users’ Association, United States Bureau of Reclamation, Flood Control District of Maricopa County, and the Arizona Cities of Chandler, Glendale, Mesa, Phoenix, Scottsdale, and Tempe dated December 14, 1993 that authorized and provided for SRP’s operations of Modified Roosevelt Dam as described in such agreement.
- 5.14. Modified Roosevelt Reservoir: The reservoir behind Modified Roosevelt Dam.
- 5.15. Modified Roosevelt Reservoir Inflows: Inflows from Tonto Creek and the Salt River that enter Modified Roosevelt Reservoir.
- 5.16. Participating Entities: The following entities that execute this Agreement: Cities of Avondale, Chandler, Glendale, Mesa, Peoria, Phoenix, Scottsdale, and Tempe; Town of Gilbert; Roosevelt Water Conservation District; Buckeye Water Conservation and Drainage District; Roosevelt Irrigation District; the Salt River Pima-Maricopa Indian Community; and Freeport Minerals Corporation.
- 5.17. Reclamation: United States Bureau of Reclamation.
- 5.18. Salt River Reservoir System: The system of four dams on the Salt River upstream of the confluence with the Verde River and their associated reservoirs that are operated by SRP.
- 5.19. Spill Conditions: The conditions described in Sections 4.32, 7.4, and 7.6 of the Modified Roosevelt Dam Operating Agreement under which SRP delivers spill water to the entities in Appendix 1 of that agreement (including to certain Participating Entities) where such water does not count against their respective contractual entitlements. These sections are shown on Exhibit 5.19.

- 5.20. SRP Deliveries: SRP water deliveries, including those from the Salt River Reservoir System, to SRP shareholders and other entities under SRP's governing documents and contracts.
- 5.21. Temporary Deviation Account: An account for each Participating Entity to track apportionment and delivery of Temporary Deviation Water during a Temporary Deviation Event.
- 5.22. Temporary Deviation Account Administrative Fee: Fee paid by Participating Entities to SRP as described in Subparagraph 14.2.
- 5.23. Temporary Deviation Account Creation Fee: Fee paid by Participating Entities to SRP as described in Subparagraph 14.1.
- 5.24. Temporary Deviation Authorization: The decision document issued by the Corps of Engineers under the National Environmental Policy Act and as contemplated by Section 7-14(c) of the Water Control Plan and Section 7 of the Water Control Agreement authorizing the Temporary Deviation Plan. The Temporary Deviation Authorization is included as Exhibit 5.24.
- 5.25. Temporary Deviation Event: An event to regulate water in the Flood Control Space at Modified Roosevelt Dam under which SRP must evacuate water entering the Temporary Deviation Space within one hundred and twenty days (120) of such water first entering such space.
- 5.26. Temporary Deviation Period: Five (5) consecutive year period under which SRP may declare a Temporary Deviation Event in three (3) of those five (5) years.
- 5.27. Temporary Deviation Plan: A planned deviation in flood control operations as approved by the Corps of Engineers that authorizes SRP to declare one (1) Temporary Deviation Event per year, in three (3) out of five (5) years during the Temporary Deviation Period.
- 5.28. Temporary Deviation Space: Reservoir space behind Modified Roosevelt Dam constituting the first five (5) feet of the Flood Control Space as generally illustrated in Exhibit 5.28.

- 5.29. Temporary Deviation Water: Water that SRP evacuates from the Temporary Deviation Space during a Temporary Deviation Event.
- 5.30. Water Control Agreement: The agreement among Reclamation, the Salt River Project Agricultural Improvement and Power District and the Corps of Engineers entitled “Water Control Agreement (WCA) among the Bureau of Reclamation (USBR), the Salt River Project Agricultural Improvement and Power District (SRP), and the Corps of Engineers (COE)” dated November 5, 1996 which authorized SRP’s operations of Modified Roosevelt Dam for flood control and other purposes under the Water Control Plan.
- 5.31. Water Control Manual: The Water Control Manual entitled “Water Control Manual, Modified Roosevelt Dam (Theodore Roosevelt Dam), Salt and Gila Rivers, Arizona” dated September 1997 and prepared by the Corps of Engineers which contains the Water Control Plan in Chapter 7 which describes how SRP shall operate Modified Roosevelt Dam for flood control and other purposes.
- 5.32. Water Control Plan: Chapter 7 of the Water Control Manual which describes how SRP shall operate Modified Roosevelt Dam for flood control and other purposes.

6. SCOPE:

This Agreement will describe (1) how SRP will operate the Flood Control Space under the Temporary Deviation Plan, (2) how SRP will evacuate and deliver Temporary Deviation Water from the Temporary Deviation Space to the Parties, and (3) the fees each Participating entity shall pay during the Temporary Deviation Period.

7. EFFECTIVE DATE AND TERM OF AGREEMENT:

- 7.1. This Agreement shall become effective among the Parties (SRP and the Participating Entities) on the later of the following two dates: (1) the Execution Date, and (2) the date the Corp of Engineers approves the Temporary Deviation Plan by issuing the Temporary Deviation Authorization.
- 7.2. This Agreement shall terminate on the earlier of the following:

7.2.1. Date the third Temporary Deviation Event concludes, including, final delivery of Temporary Deviation Water or at the expiration of the 120 days, whichever occurs first, and upon receipt of monies owed under Paragraph 14; and

7.2.2. Date the Temporary Deviation Period concludes, including, final delivery of Temporary Deviation Water or at the expiration of the 120 days, whichever occurs first, and upon receipt of monies owed under Paragraph 14 for the last Temporary Deviation Event.

8. AUTHORIZED REPRESENTATIVES:

Within thirty (30) days after execution of this Agreement, each Party shall designate in writing to the other Parties, an Authorized Representative and an alternate to administer this Agreement on behalf of the designating Party. Written notice of a change of an Authorized Representative or alternate shall be provided within thirty (30) days of such change. The alternate shall act only in the absence of the Authorized Representative. Neither the Authorized Representatives nor the alternates shall have authority to amend, modify, or supplement this Agreement. Agreements of the Authorized Representatives pursuant to this Agreement shall be in writing and signed by them. Notwithstanding the provisions of Paragraph 21, electronic mail with read receipt requested will be an accepted form of written notice under this Paragraph for designation of Authorized Representatives, alternates, and changes to those designations.

9. EXISTING RIGHTS:

9.1. Nothing in this Agreement shall create, confirm, or adversely affect any Party's rights to the storage, delivery, or use of water from the Gila River System to the extent such rights existed prior to this Agreement.

9.2. The Parties agree that the Temporary Deviation Plan only authorizes SRP to extend the period under which SRP is required to evacuate water from the Flood Control Space and such extension of the evacuation period does not constitute storage of water under Arizona law.

9.3. This Agreement shall not be construed to create, confirm, transfer, forfeit, abandon or otherwise affect water rights under Arizona law.

9.4. Certain Parties to this Agreement are parties to the Joint Use Agreement and those Parties agree that (1) nothing in this Agreement is inconsistent with the

provisions of the Joint Use Agreement, (2) they reserve any rights provided to them under the Joint Use Agreement, and (3) nothing in this Agreement shall modify the Joint Use Agreement.

- 9.5. This Agreement does not modify or amend any rights, privileges, or obligations described in the Modified Roosevelt Dam Operating Agreement.

10. SRP OPERATION OF THE FLOOD CONTROL SPACE UNDER THIS AGREEMENT:

- 10.1. SRP shall operate the Flood Control Space consistent with the Temporary Deviation Plan and this Paragraph 10. Under the Water Control Plan, prior to authorization of the Temporary Deviation, SRP was required to evacuate water entering the Flood Control Space within twenty (20) days after such water entered the Flood Control Space. Under the Temporary Deviation Plan, SRP shall operate the Flood Control Space as follows:

10.1.1. SRP shall continue to evacuate water from the portion of the Flood Control Space above the Temporary Deviation Space within twenty (20) days after such water enters such space.

10.1.2. SRP may declare a Temporary Deviation Event once a year in a maximum of three (3) years during the five (5) year Temporary Deviation Period.

10.1.3. During a Temporary Deviation Event, SRP shall evacuate water entering the Temporary Deviation Space no later than one hundred and twenty (120) days after such water enters the Temporary Deviation Space.

- 10.2. When SRP anticipates that Modified Roosevelt Reservoir water levels and Modified Roosevelt Reservoir Inflows are such that water will begin entering the Flood Control Space, SRP at its sole discretion shall have the authority to declare a Temporary Deviation Event. In the event that SRP declares a Temporary Deviation Event under this Subparagraph 10.2, SRP shall operate such Flood Control Space as provided in Subparagraphs 10.3 through 10.9.

- 10.3. Within five (5) days after declaring a Temporary Deviation Event under Subparagraph 10.2, SRP shall provide notice to the Participating Entities under Paragraph 21 that SRP has declared such Temporary Deviation Event. Included in

its notice under this Subparagraph 10.3, SRP shall provide the date that water first entered the Flood Control Space and the Evacuation Deadline.

- 10.4. Once water first enters the Flood Control Space under a Temporary Deviation Event, SRP shall operate Modified Roosevelt Dam under Spill Conditions as follows:

- 10.4.1. SRP shall operate Modified Roosevelt Dam under Spill Conditions starting at the time that water first enters the Flood Control Space during a Temporary Deviation Event and shall continue to operate Modified Roosevelt Dam under Spill Conditions while the elevation of water in Modified Roosevelt Dam is rising; and

- 10.4.2. SRP shall operate Modified Roosevelt Dam under Spill Conditions while the water occupies areas in the Modified Roosevelt Dam above the Temporary Deviation Space. Once SRP evacuates water occupying the portion of the Flood Control Space above the Temporary Deviation Space as provided in the Water Control Plan (i.e. within twenty (20) days after water first enters such space) Modified Roosevelt Reservoir will no longer be operated under Spill Conditions.

- 10.4.3. SRP shall account for water deliveries during Spill Conditions as provided in this Subparagraph 10.4 under the Modified Roosevelt Dam Operating Agreement.

- 10.5. SRP shall calculate the volume of and apportion Temporary Deviation Water to Participating Entities as follows:

- 10.5.1. SRP shall (1) measure the highest elevation that water levels reach in the Temporary Deviation Space at the point where SRP Deliveries exceed inflows into the Salt River Reservoir System and (2) calculate such volume and apportion such water to the Participating Entities as Temporary Deviation Water under Subparagraph 11.1.

- 10.5.2. If additional precipitation events occur during a Temporary Deviation Event and additional water enters the Temporary Deviation Space, such water volume will be calculated and apportioned to the Participating

Entities using the percentages described in Subparagraph 11.1 and under the conditions described in Subparagraph 10.4.

- 10.6. SRP shall deliver the Temporary Deviation Water to the Participating Entities as provided in Paragraph 12.
- 10.7. SRP shall evacuate all unused Temporary Deviation Water from the Temporary Deviation Space prior to the Evacuation Deadline as provided in Subparagraph 11.2.
- 10.8. The Temporary Deviation Event shall end upon the Evacuation Deadline.
- 10.9. During a Calendar Year when SRP has not declared a Temporary Deviation Event under Subparagraph 10.2, SRP shall operate Modified Roosevelt Dam under the Water Control Plan before the Temporary Deviation Plan was authorized under the Temporary Deviation Authorization.

11. TEMPORARY DEVIATION WATER APPORTIONMENT:

- 11.1. SRP shall calculate the total volume of Temporary Deviation Water entering the Temporary Deviation Space during the Temporary Deviation Event as provided in Subparagraph 10.5 and shall apportion such volume to the Parties according to the percentages provided in the following table:

Potential Participating Entities & SRP	Percentage of Temporary Deviation Water
Avondale	7.83%
Chandler	5.06%
Gilbert	3.68%
Glendale	5.06%
Mesa	4.42%
Peoria	2.30%
Phoenix	18.41%
RID	10.13%
Scottsdale	2.49%

Tempe	2.49%
RWCD	10.51%
BWCDD	4.60%
SRPMIC	5.52%
Freeport	2.76%
SRP	14.73%

The Parties acknowledge and agree that this Agreement is temporary in nature and the percentages identified in the table above may be revisited in the event subsequent agreements are executed for the delivery of water entering the Flood Control Space after the end of the Temporary Deviation Period.

- 11.2. Any unused Temporary Deviation Water remaining at the end of a Temporary Deviation Event will be evacuated on the last day of such event and used to meet SRP Deliveries.

12. PARTICIPATING ENTITIES ORDERING AND SRP DELIVERY OF TEMPORARY DEVIATION WATER:

- 12.1. Participating Entities shall order the Temporary Deviation Water by requesting SRP deliver such water per the schedule determined under Subparagraph 12.2. Such request shall be made under the notice provisions in Subparagraph 21.
- 12.2. SRP and each Participating Entity shall mutually agree on a schedule for SRP to deliver the Temporary Deviation Water to each Participating Entity prior to the Evacuation Deadline. Participating Entities may order Temporary Deviation Water during a Temporary Deviation Event by requesting delivery prior to five (5) days before the end of the Temporary Deviation Event.
- 12.3. Except as provided in this Subparagraph 12.3, SRP shall deliver and transport Temporary Deviation Water to Participating Entities on a mutually agreed upon schedule and under the applicable delivery agreement. SRP water delivery obligations to shareholders and contractors of the Salt River Valley Water Users' Association shall take priority over delivery of Temporary Deviation Water if any delivery capacity limitations arise. SRP agrees to waive any applicable transportation fees under applicable agreements during the term of this

Agreement. The Parties acknowledge that this Agreement is temporary in nature and such waiver of transportation fees by SRP may be revisited in the event subsequent agreements are executed for the delivery of water entering the Flood Control Space.

- 12.4. River losses shall be deducted from the Temporary Deviation Water delivered to each Participating Entity at an amount of 6.3 percent at the time of scheduled delivery, which is deemed for the purposes of the Agreement to be the amount of water lost through transmission from Modified Roosevelt Dam to Granite Reef Dam. Participating entities shall not be charged for transmission losses between Granite Reef Dam and the point of delivery. River losses within SRP's water delivery system below Granite Reef Dam shall be revisited if a long-term program is developed for water entering the Flood Control Space.
- 12.5. SRP maintains the right and obligation to operate the Salt River Reservoir System in accordance with the objectives identified in Paragraph 7 of the Modified Roosevelt Dam Operating Agreement. SRP may make deliveries of Temporary Deviation Water to the Participating Entities from any water source in accordance with those objectives notwithstanding the definition of Temporary Deviation Water under this Agreement.

13. WATER ACCOUNTING AND REPORTING:

- 13.1. SRP shall provide water accounting for the total volume of Temporary Deviation Water entering the Temporary Deviation Space as described in Subparagraph 10.5, apportioned to Participating Entities under Subparagraph 11.1, and delivered to Participating Entities under Paragraph 12.
- 13.2. During a Temporary Deviation Event, SRP shall send a preliminary estimate to the Participating Entities within ten (10) days, or as otherwise agreed upon by the Parties, after the initial volume of Temporary Deviation Water is determined under Subparagraph 10.5 including the initial amount of Temporary Deviation Water apportioned to each Participating Entity under Subparagraph 11.1 and shall send updated reports at the end of each month during a Temporary Deviation Event. Reports related to Temporary Deviation Water will be incorporated into existing SRP reporting practices.

- 13.3. SRP shall send updated reports at the end of each month during the Temporary Deviation Period to the Participating Entities which will include (1) the information described in Subparagraph 13.2, (2) the total volume of Temporary Deviation Water entering the Temporary Deviation Space as described in Subparagraph 10.5, (3) the amount of Temporary Deviation Water ordered and delivered by SRP to the Participating Entities during the reporting period, and (4) the Evacuation Date.

14. ADMINISTRATIVE FEES:

- 14.1. Each Participating Entity shall pay to SRP a one-time initial Temporary Deviation Account Creation Fee not to exceed three thousand two hundred fifty dollars (\$3,250.00) for creation of accounts to track volumes and delivery of Temporary Deviation Water billed at execution of this Agreement.
- 14.2. In a year that SRP declares a Temporary Deviation Event, Participating Entities shall pay an administrative fee of four thousand four hundred and two dollars (\$4,402), adjusted annually to account for inflation or other cost changes, for that year to administer the water accounting and reporting for the Temporary Deviation Event. Beginning January 1, 2022, and at each January 1 thereafter, the fee identified in this Subparagraph 14.2 shall be adjusted by the percent change (calculated to the nearest one-hundredth percent) in the Department of Commerce's Price Index for the Gross Domestic Product ("Index") measured from third quarter to third quarter. For purposes of the initial annual adjustment, the Index shall be calculated using the third quarter of 2021 as the base.
- 14.3. The Parties acknowledge that the Temporary Deviation Plan is temporary in nature and in the event such plan is developed into a longer-term program, the Parties shall revisit the fees described in this Paragraph 14.

15. BILLING AND PAYMENT:

- 15.1. SRP shall bill the Participating Entities for the Administrative Fees owed to SRP under Paragraph 14 on or before the thirtieth day after such fees are accrued (or if such a day is not a business day, on the next succeeding business day).

- 15.2. Each Participating Entity shall pay such bill within thirty (30) days following SRP issuing such bill, or if such a day is not a business day, on the next succeeding business day.
- 15.3. Any bills not paid when due shall be delinquent and shall bear interest at the Wall Street Journal Prime Rate, on the date the bill was due plus 2% (Wall Street Journal Prime Rate plus 2%) per annum from the date when the bill was due until the bill is paid (including any accrued interest) in full. In the event the Wall Street Journal no longer publishes the Wall Street Journal Prime Rate, the Authorized Representatives shall select an appropriate substitute.
- 15.4. In the event any portion of any bill is disputed, the disputed amount shall be paid under protest when due and shall be accompanied by a written statement indicating the basis for the protest. If the protest is found to be valid, the Participating Entity shall be refunded any overpayment plus interest, accrued at the rate set forth in Subparagraph 15.3, prorated by days from the date payment was credited to the Participating Entity to the date the refund check is mailed.
- 15.5. In the event any delinquent amount is not paid by the Participating Entity within thirty (30) days after receipt by the Participating Entity of written notice by SRP to the Participating Entity of the delinquency and the remedies available to SRP under this Agreement if the delinquent amount is not paid, SRP shall have the right, without liability of any kind, to suspend the delivery of Temporary Deviation Water so long as the said amount remains unpaid. Nothing herein shall limit the rights of SRP to use any other available legal remedy to effect collection of said amounts.

16. USE OF TEMPORARY DEVIATION WATER:

- 16.1 Parties may directly use, share among other Parties to this Agreement, exchange, or store underground Temporary Deviation Water pursuant to Arizona law and any applicable water delivery and use agreements.
- 16.2. Parties may share Temporary Deviation Water among other Parties to this Agreement during the Temporary Deviation Event for use within their respective service territories.

- 16.3. If Parties seek to store their portion of the Temporary Deviation Water underground to create long-term storage credits pursuant to Arizona law, the Parties may trade, assign, or transfer such credits pursuant to Arizona law; provided, however, that for purposes of this Agreement, the Parties agree that they may only trade, assign, or transfer such long-term storage credits among other Parties to this Agreement. SRP intends that it will use such long-term storage credits for the benefit of its shareholders.
- 16.4. If the Parties expect that any Temporary Deviation Water will be unused at the end of a Temporary Deviation Period due to a potential Participating Entity not executing this Agreement, the Parties agree to meet and confer to determine an acceptable allocation of such unused Temporary Deviation Water and associated costs.

17. WATER QUALITY AND INDEMNITY:

- 17.1. SRP makes no representation or warranty as to the quality of Temporary Deviation Water delivered under Paragraph 12 of this Agreement and the Participating Entities assume the responsibility for purifying or otherwise treating the Temporary Deviation Water delivered under this Agreement to meet present or future water quality standards established by federal, state, or local laws or regulations.
- 17.2. Each Party shall assume liability for its own negligence arising out of its action or inaction, whether negligent or intentional, and each Party shall indemnify the other Parties against any damages the non-responsible Parties incur as a result of the responsible Party's action or inaction.

18. DISPUTE RESOLUTION; CHOICE OF LAW:

- 18.1. Any dispute under this Agreement shall first be submitted to the Authorized Representatives for resolution. If the matter cannot be resolved by the Authorized Representatives, any Party may submit the matter to the SRP General Manager and the chief operation officers of the Parties involved in the dispute. If the matter cannot be resolved by the SRP General Manager, any Party may bring suit upon the matter, provided however, that it is expressly agreed that the venue shall only be in Maricopa County Superior Court, its successor court. In the event SRPMIC is

a party to any suit on the matter under this Subparagraph 18.1, then the parties agree that such suit shall be in a state or federal court of competent jurisdiction.

- 18.2. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona and any applicable federal law.
- 18.3. In the event of any future dispute or action arising under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred therein, including expert witness fees.
- 18.4. Pending the resolution of a dispute, the Parties shall proceed, to the extent legally permissible, in a manner consistent with this Agreement, and shall make payments required in accordance with the applicable provisions of this Agreement. Amounts paid by a Party under this Subparagraph 18.4 during the pendency of such dispute shall be subject to refund and adjustment upon a final resolution of any dispute involving an amount due.
- 18.5. Nothing contained in this Agreement shall be construed to constitute a waiver of any aspect or portion of sovereign immunity of the SRPMIC, and/or its affiliates, departments, programs, enterprises, or subdivisions. If the SRPMIC or the United States on behalf of SRPMIC successfully asserts its sovereign immunity from suit in any action to enforce the terms of this Agreement, SRP shall be under no obligations related to delivery of any Temporary Deviation Water to SRPMIC under Subparagraph 10.6 and Paragraph 12.

19. UNCONTROLLABLE FORCES:

No party shall be considered to be in default in the performance of any of its obligations hereunder if failure of performance is due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of the party affected, including but not limited to failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or nonaction by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by Court order or public authority, which by exercise of due diligence and foresight such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing herein shall be construed so as to require any Party to settle any strike or labor dispute in which it is involved. Any party rendered unable to fulfill any obligation hereunder by reason of an uncontrollable force shall exercise due diligence to remove such inability.

20. RECLAMATION REFORM ACT:

In no event shall actions taken under this Agreement subject the Association or its shareholders to provisions of the Reclamation Reform Act of 1982 ("Reclamation Reform Act"), 43 U.S.C. 390, as amended, and regulations attendant thereto, to which Association would not otherwise have been subjected. In the event a federal agency or other administrative or judicial entity subjects or purports to subject Association to the Reclamation Reform Act as a result of actions taken under this Agreement, Association shall be relieved of any further obligations hereunder, and this Agreement shall terminate at Association's discretion.

21. NOTICE; CHANGE OF NAME OR ADDRESS:

21.1. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been received either when delivered or on the fifth (5th) business day following mailing, by registered or certified mail, postage prepaid, return receipt requested, whichever is earlier, addressed as set forth below:

21.1.1. If to SRP:

Salt River Project Agricultural Improvement and Power District
c/o Corporate Secretary
P.O. Box 52025
Phoenix, AZ 85072-2205

with a copy to:

General Manager and CEO
Salt River Project Agricultural Improvement and Power District
P.O. Box 52025
Phoenix, AZ 85072-2205

21.1.2. If to the City of Avondale:

City of Avondale
c/o City Manager
11465 W. Civic Center Drive
Avondale, AZ 85323

with a copy to:

Avondale City Attorney
11465 West Civic Center Drive
Avondale, AZ 85323

21.1.3. If to the City of Chandler:

City of Chandler
c/o Water Resources Manager
PO Box 4008, M.S. 905
Chandler, AZ 85244-4008

with a copy to:

Chandler City Attorney
P O Box 4008, MS 602
Chandler, AZ 85225

21.1.4. If to the City of Glendale:

City of Glendale
c/o Water Resource Manager
5850 West Glendale Avenue, Ste. 431
Glendale, AZ 85301

with a copy to:

21.1.5. If to the City of Mesa:

City of Mesa
c/o Water Resources Department Director
PO Box 1466
Mesa, AZ 85211

with a copy to:

21.1.6. If to the City of Peoria:

City of Peoria
c/o Water Services Director
8401 W. Monroe Street
Peoria, AZ 85345

with a copy to:

City Attorney
City of Peoria
P.O. Box 4038
Peoria, AZ 85380-4038

21.1.7. If to the City of Phoenix:

Water Resources Management Advisor
City Manager's Office
City of Phoenix
200 West Washington Street, 12th Floor
Phoenix, Arizona 85003-1611

With a copy to:

City Attorney
City of Phoenix
200 West Washington Street, 13th Floor
Phoenix, Arizona 85003-1611

21.1.8. If to the City of Scottsdale:

City of Scottsdale – Scottsdale Water
c/o Executive Director
9312 N. 94th Street
Scottsdale, AZ 85258

with a copy to:

21.1.9. If to the City of Tempe:

City of Tempe
c/o Municipal Utilities Director
31 E. 5th Street
Tempe, AZ 85281

with a copy to:

Tempe City Attorney’s Office
21 E. Sixth Street, Suite 201
Tempe, AZ 85281

21.1.10. If to the Town of the Gilbert:

Town of Gilbert
c/o Town Manager
50 E. Civic Center Drive
Gilbert, AZ 85296

with a copy to:

Water Resource Manager
50 E. Civic Center Drive
Gilbert, AZ 85296

21.1.11. If to Roosevelt Water Conservation District:

Shane Leonard, General Manager
Roosevelt Water Conservation District
PO Box 100
Higley, AZ 85212

with a copy to:

21.1.12. If to the Buckeye Water Conservation and Drainage District:

Buckeye Water Conservation and Drainage District
c/o General Manager
205 Roosevelt
Buckeye, AZ 85326

with a copy to:

21.1.13. If to the Salt River Pima-Maricopa Indian Community:

Salt River Pima-Maricopa Indian Community:
c/o Public Works Director
1005 E. Osborn Road
Scottsdale, AZ 85256

with a copy to:

21.1.14. If to the Roosevelt Irrigation District:

Roosevelt Irrigation District
103 W. Baseline Road
Buckeye, AZ 85326

with a copy to:

21.1.15. If to Freeport Minerals Corporation:

Freeport Minerals Corporation
c/o Vice President
333 N. Central Avenue
Phoenix, AZ 85004

with a copy to:

21.2. Any Party may change the addressee or address to which communications or copies are to be sent by giving notice of such change of addressee.

22. SEVERABILITY:

Should any part of this Agreement be declared, in a final decision by a court or tribunal of competent jurisdiction, to be unconstitutional, invalid, or beyond the authority of a Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder

of this Agreement, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

23. WAIVER:

The failure of any Party to insist on any one or more instances upon strict performance of any of the obligations of the other pursuant to this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of the performance of any such obligation or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

24. BINDING AGREEMENT:

All of the provisions of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their heirs, successors and assigns; provided, however, that none of the Parties shall assign its rights and obligations under this Agreement to another entity without the written consent of the other Parties. Such consent to assignment shall not, however, be unreasonably withheld, conditioned, or delayed.

25. NO THIRD-PARTY BENEFICIARIES:

This Agreement is solely for the benefit of the Parties and does not create nor shall it be construed to create rights in any third party. No third party may enforce the terms and conditions of this Agreement.

26. NO PARTNERSHIP AND NO JOINT VENTURE:

Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between the Parties hereto. The covenants, obligations, and liabilities contained in this Agreement are intended to be several and not joint or collective, and nothing contained herein shall be construed to create an association, joint venture, agency, trust, or partnership, or to impose a trust or partnership covenant, obligation, fiduciary duty, or liability between the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided herein.

27. AUTHORITY:

The undersigned representative of each Party certifies that he or she is fully authorized by the Party whom he or she represents to enter into the terms and conditions of this Agreement and to legally bind the Party to it.

28. ENTIRE AGREEMENT; MODIFICATION; COUNTERPARTS:

The terms, covenants and conditions of this Agreement constitute the entire Agreement between the Parties, and no understandings or obligations not herein expressly set forth shall be binding upon them. This Agreement may not be modified or amended in any manner unless in writing and signed by the Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signatures on the following pages]

IN WITNESS WHEREOF, this Agreement was executed by the Parties on the date first hereinabove written.

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

By: _____
Name: David C. Roberts
Title: Associate General Manager
Water Resources

APPROVED AS TO FORM

By: _____
Name: Patrick B. Sigl
Title: Principal Managing Attorney, Water,
Land & Environment

**SALT RIVER VALLEY WATER USERS'
ASSOCIATION**

By: _____
Name: David C. Roberts
Title: Associate General Manager
Water Resources

APPROVED AS TO FORM

By: _____
Name: Patrick B. Sigl
Title: Principal Managing Attorney, Water, Land
& Environment

CITY OF AVONDALE

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

CITY OF CHANDLER

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

CITY OF GLENDALE

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

CITY OF MESA

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

CITY OF PEORIA

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

CITY OF PHOENIX

ATTEST:

JEFFREY BARTON, City Manager

City Clerk, City of Phoenix

By: _____
Troy Hayes
Director, Water Services Department

APPROVED AS TO FORM:
CRIS MEYER, City Attorney

By: _____
Name: _____
Title: _____

CITY OF SCOTTSDALE

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

CITY OF TEMPE

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

TOWN OF GILBERT

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Attest

By: _____

Name: Chaveli Herrera _____

Title: Town Clerk__

By: _____

Name: _____

Title: _____

ROOSEVELT WATER CONSERVATION DISTRICT

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

**SALT RIVER PIMA-MARICOPA INDIAN
COMMUNITY**

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

ROOSEVELT IRRIGATION DISTRICT

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

FREEPORT MINERALS CORPORATION

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

**AGREEMENT FOR ACCOUNTING AND DELIVERY OF WATER MADE AVAILABLE IN THE FLOOD
CONTROL SPACE IN
MODIFIED ROOSEVELT DAM UNDER A TEMPORARY DEVIATION
TO THE WATER CONTROL PLAN
AMONG
VARIOUS PARTICIPATING ENTITIES,
SALT RIVER VALLEY WATER USERS' ASSOCIATION,
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

**Exhibit 5.5
Cost Share Agreement**

**AGREEMENT CONCERNING BENEFICIAL USE OF WATER IN TEMPORARY ACTIVE
CONSERVATION CAPACITY AT MODIFIED ROOSEVELT DAM
AMONG
THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT,
THE SALT RIVER VALLEY WATER USERS' ASSOCIATION
AND THE ARIZONA CITIES OF CHANDLER, GLENDALE, MESA, PHOENIX, SCOTTSDALE, AND
TEMPE**

**Exhibit 5.11
Joint Use Agreement**

**AGREEMENT FOR ACCOUNTING AND DELIVERY OF WATER MADE AVAILABLE IN THE FLOOD
CONTROL SPACE IN
MODIFIED ROOSEVELT DAM UNDER A TEMPORARY DEVIATION
TO THE WATER CONTROL PLAN
AMONG
VARIOUS PARTICIPATING ENTITIES,
SALT RIVER VALLEY WATER USERS' ASSOCIATION,
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

Exhibit 5.24

Temporary Deviation Authorization

**AGREEMENT ACCOUNTING AND DELIVERY OF WATER MADE AVAILABLE IN OF THE FLOOD
CONTROL SPACE IN
MODIFIED ROOSEVELT DAM UNDER A TEMPORARY DEVIATION
TO THE WATER CONTROL PLAN
AMONG
VARIOUS PARTICIPATING ENTITIES,
SALT RIVER VALLEY WATER USERS' ASSOCIATION,
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

Exhibit 5.28

Temporary Deviation Space

CITY COUNCIL REPORT

SUBJECT: Resolution 1035-0623 - Supporting Grant Proposals to the Gila River Indian Community

MEETING DATE: 6/26/2023

TO: Mayor and Council

FROM: Torin Sadow, Senior Management Analyst

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

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

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 Resolution 1035-0623, to support multiple City applications for funding to the Gila River Indian Community (GRIC) and the acceptance of awards, should the project(s) be selected for funding and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Funding from GRIC comes through a provision of the shared state revenue and Indian gaming compact approved as a result of 2002 Proposition 202 approved by Arizona voters. The compact allows a compacting tribe to distribute twelve percent (12%) of its total annual contribution to cities, towns, or counties for the benefit of the general public, under its program priorities of Economic Development, Education, Healthcare, Public Safety, and Transportation.

DISCUSSION:

The GRIC Office of Special Funding has made funding available for the upcoming year. The following applications for funding have been submitted by the City of Avondale and have been approved to continue through the consideration process by the GRIC Grant Review Board:

- Avondale Police Department, Crime-Lite Discover and Camera, \$110,000.00
- Avondale Public Works Department, Emergency Response Barricade Truck, \$136,790.00
- Avondale Parks and Recreation Department, Tourism Signage and Programming, \$125,000.00

BUDGET IMPACT:

Staff is requesting authorization of transfers necessary for the acceptance of this grant. There is not a match requirement for these funds. Ongoing maintenance costs will be absorbed into department operating budgets,

and the replacement costs for any equipment will be considered in future budgets.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution to support the grant applications submitted, authorize acceptance of grant awards, should they be offered, and authorize the Mayor, City Manager or City Clerk to execute the necessary documents.

Contact person for document distribution: Liz Barker Alvarez; Torin Sadow

RESOLUTION NO. 1035-0623

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SUBMISSION OF GRANT APPLICATIONS AND THE ACCEPTANCE OF GRANT AWARDS FROM GILA RIVER INDIAN COMMUNITY FOR CRIME-LITE DISCOVER AND CAMERA, EMERGENCY RESPONSE BARRICADE TRUCK AND TOURISM SIGNAGE AND PROGRAMMING.

WHEREAS, the Gila River Indian Community (the “Community”) is accepting applications for Prop 202 funding from state and local agencies for projects; and

WHEREAS, the City of Avondale (the “City”) submitted a grant application for funds to purchase a crime-lite discover and camera for the Police Department in the amount of \$110,000.00 (“Application PD”) to be considered by the Community; and

WHEREAS, the City submitted a grant application for funds to purchase an emergency response barricade truck for the Public Works Department in the amount of \$136,790.00 (“Application PW”) to be considered by the Community; and

WHEREAS, the City submitted a grant application for funds to purchase tourism signage and programming to support the Parks and Recreation Department in the amount of \$125,000.00 (“Application PR”) to be considered by the Community; and

WHEREAS, the Community has awarded the City three separate grants totaling \$371,790.00 for Application PD, Application PW and Application PR (collectively, the “Grant Funds”); and

WHEREAS, the Mayor and Council of the City of Avondale (“City Council”) desire to approve the submission of the grant applications and accept the Grant Funds.

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

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

SECTION 2. The City Council hereby approves the submission of Application PD, Application PW, and Application PR.

SECTION 3. The City Council hereby authorizes (i) the acceptance of the Grant Funds in the amount \$110,000.00 and (ii) administration and expenditure of the Grant Funds in accordance with Application PD for the crime-lite discover and camera for the Avondale Police Department.

SECTION 4. The City Council hereby authorizes (i) the acceptance of the Grant Funds in the amount \$136,790.00 and (ii) administration and expenditure of the Grant Funds in accordance with Application PW for the emergency response barricade truck for the Avondale Public Works Department.

SECTION 5. The City Council hereby authorizes (i) the acceptance of the Grant Funds in the amount \$125,000.00 and (ii) administration and expenditure of the Grant Funds in accordance with Application PR for the tourism signage and programming for the Avondale Parks and Recreation Department.

SECTION 6. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit any and all necessary or desirable instruments in connection with the Grant Funds and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 26, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

SUBJECT: Resolution 1036-0623 - Mutual Aid Agreement in Fire and Emergency Services between the City of Avondale and Luke Air Force Base

MEETING DATE: 6/26/2023

TO: Mayor and Council

FROM: Larry Rooney, Fire Chief

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

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

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 Resolution 1036-0623, approving a Mutual Aid Agreement with Luke Air Force Base to provide and receive mutual aid for fires, medical emergencies, and other types of emergency incidents and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Avondale Fire and Medical Department and Luke Air Force Base maintain equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions and desire to be assigned fire protection capabilities by entering into this agreement in a more collaborative manner.

DISCUSSION:

The delivery of mutual aid for fire and emergency medical services is an established model for intergovernmental cooperation, efficiency, and premier customer service.

BUDGET IMPACT:

Costs associated with any response for assistance under this agreement are covered within the Fire & Medical department's annual budget.

RECOMMENDATION:

Approve a Resolution and authorize the City Manager or designee to enter into a new Intergovernmental Agreement ("IGA") between the City of Avondale and Luke Air Force Base to provide and receive mutual aid services for fires, medical emergencies, and other types of emergency incidents.

Contact person for document distribution: Marsha Chavez

RESOLUTION NO. 1036-0623

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH LUKE AIR FORCE BASE FOR MUTUAL AID IN FIRE AND EMERGENCY SERVICES.

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

SECTION 1. The Intergovernmental Agreement with Luke Air Force Base for mutual aid in fire and emergency services (the "Agreement") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 26, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1036-0623

[Agreement]

See following pages.

**AGREEMENT FOR MUTUAL AID IN FIRE AND EMERGENCY SERVICES
BETWEEN
AVONDALE, ARIZONA
AND
LUKE AIR FORCE BASE, ARIZONA**

This Mutual Aid Agreement (the “Agreement”), is made and entered into this 27th day of June 2023, between the Secretary of the Air Force (the “Air Force”) acting by and through the Commander, 56 Fighter Wing, Luke AFB pursuant to the authority of 42 U.S.C. § 1856a and Avondale Fire Department. Together the Air Force and Avondale Fire Department are hereinafter referred to as the “Parties”.

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term ‘fire protection’ includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to be assigned fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and DAFI 32-2001, *Fire and Emergency Services Program*.
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. Mutual aid may consist of automatic response by Luke AFB Fire and Emergency Services (F&ES) to pre-arranged areas outside Luke AFB and an automatic response by Avondale Fire Department inside Luke AFB for immediate joint response.

d. On request to a representative of the Luke AFB F&ES by a representative of the Avondale Fire Department, fire protection equipment and personnel of Luke AFB will be dispatched to any point within the a 5-mile radius of Luke AFB as designated by the representative of the Avondale Fire Department.

e. On request to a representative of the Avondale Fire Department by a representative of the Luke AFB F&ES, fire protection equipment and personnel of the Avondale Fire Department will be dispatched to any point within the jurisdiction of the Luke AFB as designated by the representative of the Luke AFB F&ES.

f. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for mutual aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of that official.

(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) Sharing of non-encrypted Radio Frequencies / INTEROPERABILITY capability between agencies specifically during Mutual Aids for accountability of personnel and assets, including sharing of valuable information between Incident Command and firefighters.

(5) HAZMAT incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the authority having jurisdiction using all technical resources available. Cleanup and removal of contained HAZMAT will be the responsibility of the requesting organization.

(6) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Avondale Fire Department normally provides fire protection services, the chief of the Luke AFB fire department or his or her representative will enter a unified command, with Avondale Fire Department, upon arrival at the scene of the crash.

(7) Regardless of local agencies assigning an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Luke AFB to observe Air Force operations at an incident. Local agencies are encouraged to assign a safety officer to observe the agencies support and operations at an incident on the installation.

g. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance.

(1) Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), Avondale Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party.

(2) Luke AFB F&ES will not support the request or use of firefighting foams, chemicals, or other materials off the installation except where DoD assets are involved and it is required for the expedient protection and mitigation of incidents involving DoD assets, life safety, and/or the preservation of property.

h. Both Parties agree to implement the National Incident Management System during all emergency responses on and off Installations IAW *National Fire Protection Association Standard 1561*.

i. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph g.

j. All equipment used by Avondale Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Avondale Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of Avondale Fire Department.

k. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

l. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum

equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

m. Disputes.

Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

n. Alternative Dispute Resolution.

1. If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

2. By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures IAW 5 United States Code. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at www.adr.af.mil).

3. The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. Avondale Fire Department's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

o. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:

Luke Air Force Base
c/o Commander, 56th Fighter Wing
7222 Fighter Country Drive
Luke AFB, AZ 85309

And:

Department of the Air Force
Air Force Civil Engineer Center/CXF
139 Barnes Dr, Suite 1
Tyndall AFB FL 32403-5319

And:

Luke Air Force Base
c/o Fire Chief
7222 Fighter Country Drive
Luke AFB, AZ 85309

For Avondale Fire Department

Avondale Fire Department
ATTN: Fire Chief
11465 W. Civic Center Drive
Avondale, AZ 85323

TERMS OF THE AGREEMENT

p. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years from that date of the last signature below. The Parties to this agreement shall conduct an annual review for currency to respective regulatory and policy guidance and shall acknowledge review by cover letter signature from both Parties' senior fire officers. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

q. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

r. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

s. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

CITY OF AVONDALE
For Avondale Fire Department

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

RON CORBIN
City Manager
Avondale, Arizona

JASON M. RUESCHHOFF, Brig Gen, USAF
Commander, 56th Fighter Wing (AETC)
Luke Air Force Base

Date: _____

Date: _____

CITY COUNCIL REPORT

SUBJECT: Resolution 1037-0623 - Amendment to Intergovernmental Agreement with the Regional Public Transportation Authority (RPTA) – Transit Services

MEETING DATE: 6/26/2023

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

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

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

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. A successful public transit program provides mobility options for city residents, facilitates the transportation of workers and customers to business locations within and around the City, and helps to attract future businesses and families who are considering locating in Avondale.

This agenda item supports the following Avondale Strategic Outcome Area:

- Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government. The City will provide an effective public transit program to be responsive to the demands of the City of Avondale's transit customers.
-

PURPOSE:

City Council will consider a request to adopt Resolution 1037-0623 approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for Fiscal Year 2024 (Contract #106-75-2024-12-00) relating to public transportation services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Transit Service Agreement

In July 2013, the City of Avondale (the City) and the Regional Public Transportation Authority (RPTA) entered into a Transit Services Agreement to provide: Fixed Regional Route and Express Route Bus Service; the Zoom Circulator Bus Service; Paratransit Service (a.k.a. Dial-a-Ride); RideChoice Transportation Services; and other considered transit-related services. This Agreement has been amended in subsequent years through 2023 to adjust for costs for service, and changes in service levels and/or routes.

Regional Public Transportation Authority (RPTA)

The Regional Public Transportation Authority (RPTA) is legislatively mandated to implement the transit

element of the Regional Transportation Plan developed by the Maricopa Association of Governments (MAG), which includes bus operations, bus capital, and rail capital. The RPTA Board of Directors oversees the implementation of the transit element of the plan, also known as the Transit Life Cycle Program (TLCP). In addition to City Council representation at the RPTA Board level, staff attends monthly operational meetings to advise the RPTA Executive Director on issues related to the implementation of the TLCP.

DISCUSSION:

This amendment dated July 1, 2023 outlines the total costs for operating public transportation services and the City's share of those costs in Fiscal Year 2024 (FY2024).

Express Service

The 563 Express service runs from the City's park-and-ride located in The BLVD complex to downtown Phoenix. This express route has stops in Buckeye and Avondale. The 562 Express serves the Goodyear Park-and-Ride, which Avondale residents can use. Both of these routes are managed by RPTA through a private transportation provider. The total cost for the Express services is \$426,705, which is an increase of 16.3% from last fiscal year. Fares, federal preventative maintenance funds, and federal operating assistance will cover a total of \$228,968, leaving \$197,737 to be paid by the RPTA using regional Proposition 400 funds. The City's cost share for Express Service will be \$0.

Regional Routes

Routes 3 (Van Buren) and 17 (McDowell) run through the City of Avondale and are managed through the City of Phoenix by a private transportation provider. The total cost for these regional routes is \$1,454,670, which is an increase of 14.2% from last fiscal year. Fares and federal operating assistance will cover a total of \$745,196, leaving \$709,475 to be paid by the RPTA using regional Proposition 400 funds. The City's cost share for regional routes will be \$0.

Zoom Neighborhood

CirculatorThe Zoom Neighborhood Circulator route will be eliminated in late October 2023 due to increased cost, poor performance, and continuing low ridership. After the elimination of Zoom service in Goodyear, Tolleson, and North Avondale last fiscal year, a reconfigured Zoom was proposed and implemented in South Avondale. This reconfiguration also included the reduction of the Zoom fare from 50 cents to free. The Zoom Neighborhood Circulator will be entirely discontinued in FY2024 and replaced with the successful WeRIDE microtransit service which will extend from the northern boundaries of the City down to Lower Buckeye Road.

Valley Metro conducts service changes twice a year (April and October). Zoom will continue to operate until October 23, 2023. The total Fiscal Year 2024 cost for the Zoom Neighborhood Circulator service that will operate from July through October is \$1,313,119. Federal preventative maintenance funds and federal operating assistance will offset city costs in the amount of \$666,494, leaving \$646,626 to be paid by the City.

Regional Paratransit Service (Dial-a-Ride)

Valley Metro operates the Regional Dial-a-Ride service to ensure that ADA certified residents who cannot use fixed-route transit services can make trips in a safe, comfortable and equitable manner through a door-to-door service for eligible residents. Valley Metro estimates making 6,425 Dial-a-Ride trips during FY2024 at a total cost of \$516,816. Fares in the amount of \$24,672, federal operating assistance in the amount of \$246,072, and a portion of regional ADA funds dedicated to Avondale in the amount of \$246,072 will decrease the cost to the City. The City's cost share for Regional Paratransit Service will be \$0. Depending on the demand or lack of demand, this cost could increase or decrease. This demand will be reconciled at the end of the fiscal year.

RideChoice

RideChoice allows ADA certified riders a non-shared ride option. However, the number of rides permitted each month is capped. Valley Metro anticipates residents making 5,368 RideChoice trips during FY2024 at a total cost of \$209,060. Fares in the amount of \$18,849, federal operating assistance in the amount of \$95,106, and the remaining balance of ADA regional funds dedicated to Avondale in the amount of \$65,778 will decrease the cost to the City. The City's cost share for RideChoice will be \$29,328. Just like regional paratransit service, this cost could increase or decrease depending on demand and will be reconciled at the end of the fiscal year.

BUDGET IMPACT:

The total estimated cost to the City of Avondale for Fiscal Year 2024 Valley Metro services is \$675,954. This amount is included in the Public Works Fiscal Year 2024 requested budget.

RECOMMENDATION:

Staff recommends City Council adopt Resolution 1037-0623 approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for Fiscal Year 2024 (Contract #106-75-2024-12-00) relating to public transportation services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Kirk Beaty, Mathew Dudley, Suzie Hunter

RESOLUTION NO. 1037-0623

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY RELATING TO PUBLIC TRANSPORTATION SERVICES.

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

SECTION 1. The Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority relating to public transportation services, Contract No. 106-75-2024-12-00 (the "Amendment") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 26, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1037-0623

[Amendment]

See following pages.

TRANSIT SERVICES AMENDMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # 106-75-2024-12-00

This Amendment dated July 1, 2023, amends the following items of the Transit Services Agreement Contract #106-75-2023 entered into between the City of Avondale and the Regional Public Transportation Authority, dated the 1st day of July 2013, as amended by that certain Amendment dated July 1, 2014, as amended by that certain Amendment dated July 1, 2015, as amended by that certain Amendment dated July 1 2016, as amended by that certain Amendment dated July 1, 2017, as amended by that certain Amendment July 1, 2018, as amended by that certain Amendment March 19, 2019, as amended by that certain Amendment July 1, 2019, as amended by that certain Amendment August 28, 2019, as amended by that certain Amendment dated July 1, 2020, and as amended by that certain Amendment date July 1, 2021 and as amended by that certain Amendment dated July 1, 2022, (collectively, the “Agreement”).

The following Schedules replace and supersede those Schedules of the Agreement entered into July 1, 2022.

The attached Schedule A replaces and supersedes Schedule A entered into July 1, 2022.

The attached Schedule B replaces and supersedes Schedule B entered into July 1, 2022.

The attached Schedule C replaces and supersedes Schedule C entered into July 1, 2022.

The attached Schedule D replaces and supersedes Schedule D entered into July 1, 2022.

The attached Schedule E replaces and supersedes Schedule E entered into July 1, 2022.

All other terms of the Transit Services Agreement dated July 1, 2013 remain unchanged and in full force and effect.

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

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____
Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Michael Wawro, Interim General Counsel

CITY OF AVONDALE

By: _____
Kenneth Weise, Mayor

By: _____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

By: _____
Nicholle Harris, City Attorney

SCHEDULE "A" REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

Regionally Funded Fixed Route Bus Service **\$907,212** (including express)

The above line represents the value of transit service paid for by the RPTA to the benefit of the City of Avondale. The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

FY24 Fixed Route Bus Estimate

RPTA Operated in the City of Avondale

PTF Funded

Funding		PTF					
Hastus		Avon					
Level	Route	Annual Miles	Gross Cost	Fares	PM	Oper Assist	Net Cost
W	562	6,942	\$91,163	(\$3,521)	(\$3,151)	(\$42,245)	\$42,245
W	563	25,552	335,542	(12,961)	(11,598)	(155,492)	155,492
Grand Total		32,494	\$426,705	(\$16,482)	(\$14,749)	(\$197,737)	\$197,737

FY24 Fixed Route Bus Estimate

Phoenix Operated in the City of Avondale

PTF Funded

Funding		PTF				
Level	Route	Annual Miles	Gross Cost	Fares*	Operating Assist	Net Cost
W	3*	76,929	\$736,841	(\$16,255)	(\$360,293)	\$360,293
S	3*	8,026	76,875	(1,341)	(37,767)	\$37,767
W	17*	60,980	584,079	(16,211)	(283,934)	\$283,934
S	17*	5,938	56,875	(1,914)	(27,481)	\$27,481
Grand Total		151,872	\$1,454,670	(\$35,721)	(\$709,475)	\$709,475

SCHEDULE “B” – CITY FUNDED FIXED ROUTE BUS SERVICE COST ESTIMATE

For the period July 1, 2023 to June 30, 2024 the City of Avondale will pay the Regional Public Transportation Authority **\$646,626.00** for local share of bus service on the Zoom Route in Avondale. The final billing will occur in conjunction with the annual reconciliation process. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher or lower than the budget amount for service.

FY24 Fixed Route Bus Estimate

RPTA Operated in the City of Avondale
Avondale Funded

Funding	Avon						
Hastus	Avon						
Level	Route	Annual Miles	Gross Cost	Fares	PM	Oper Assist	Net Cost
W	ZOOM	46,804	\$782,402	\$0	(\$11,838)	(\$385,282)	\$385,282
F	ZOOM	11,835	197,836	-	(2,993)	(97,421)	97,421
S	ZOOM	9,403	157,194	-	(2,378)	(77,408)	77,408
H	ZOOM	10,510	175,687	-	(2,658)	(86,515)	86,515
Grand Total		78,552	\$1,313,119	\$0	(\$19,868)	(\$646,626)	\$646,626

SCHEDULE “C” – ADA MANDATED PARATRANSIT SERVICE

Section 1: Sources of Project Operating Budget

For the period from July 1, 2023 through June 30, 2024, the Member will pay RPTA a total of **\$0.00** for the provision of ADA mandated paratransit services. The final billing will occur in conjunction with the annual reconciliation process. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher or lower than the budget amount for service.

FY24 Paratransit Service Funded by City of Avondale

	<u>Paratransit</u>
Trips	
Paratransit Trips	6,425
Total	6,425
Cost:	
Contractor Transportation Cost	\$487,467
RPTA Salaries, Fringes & OHD	\$29,349
Total Gross Program Cost	\$516,816
Total Fare Revenue	(\$24,672)
Federal Operating Assistance	(\$246,072)
Total Net Program Cost Before PTF	\$246,072
PTF Balance Available	\$311,850
PTF Applied	\$246,072
Member City Contributions:	
Paratransit Service	\$0
Total Member City Contribution	\$0

Must be eligible residents ADA certified, and ADA eligible visitors

SCHEDULE “D” – RIDE CHOICE

The City of Avondale agrees to participate and financially support the RideChoice Transportation Services program for Fiscal Year 2023-24. The City of Avondale shall fund this project in the amount of **\$29,328.00** for the period July 1, 2023 to June 30, 2024. The final billing will occur in conjunction with the annual reconciliation process. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher or lower than the budget amount for service.

FY24 RideChoice Service Funded by City of Avondale

	<u>RideChoice</u>
Trips:	
Ride Choice Trips	5,368
Total Trips	5,368
Cost:	
Contractor Transportation Cost	\$189,437
RPTA Salaries, Fringes & OHD	\$19,623
Total Gross Program Cost	\$209,060
Total Fare Revenue	(\$18,849)
Federal Operating Assistance	(\$95,106)
Total Net Program Cost before PTF	\$95,106
PTF Balance Available	\$65,778
PTF Applied	\$65,778
Member City Contributions:	
Ride Choice Service	\$29,328
Total Member City Contribution	\$29,328

Must be eligible residents of Incorporated Avondale who are ADA certified.

**SCHEDULE “E” – AMERICANS WITH DISABILITIES ACT (ACT)
PUBLIC TRANSPORTATION FUNDS (PTF) AVAILABILITY**

For the period July 1, 2023 to June 30, 2024 the maximum amount of Public Transportation Funds (PTF) available for the City of Avondale is **\$311,850.00**. The PTF will pay actual costs for ADA trips and other trips taken by ADA certified individuals using non-ADA service or the RideChoice program up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by City for other ADA certified rider eligible expenses and certified by the City’s chief financial officer or designee. RPTA will reimburse City within thirty (30) business days based upon availability of funds. City may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **\$311,850.00**

CITY COUNCIL REPORT

SUBJECT: Resolution 1038-0623 - Adoption of Property Tax Levies for Maintenance Improvement Districts (MIDs)

MEETING DATE: 6/26/2023

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) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Natural Resources and Open Spaces - Avondale recognizes the value of its natural resources and promotes environmental sustainability and conservation in its operations, activities, and planning.

MIDs allow for the maintenance of landscaping and open spaces along neighborhood streets in the case a homeowner's association is unable to meet its obligations.

PURPOSE:

City Council will consider a request to adopt Resolution 1038-0623, adopting property tax levies for Maintenance Improvement Districts (MIDs) and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Under provisions of the City Code and Zoning Ordinance, developers are responsible for landscaping development projects prior to issuance of a Certificate of Occupancy. In particular, subdivisions are required to provide landscaping along certain arterial and collector streets and in other locations as provided in the zoning requirements, approval conditions, engineering requests or subdivision requirements.

The purpose of MIDs is to provide for the operations, maintenance, repair, and improvements to landscaping and open spaces adjacent to designated public roadways and parkways within the district that would normally be the obligation of a homeowner's association, in the event a homeowner's association fails. The city has 33 Maintenance Improvement Districts (MIDs).

DISCUSSION:

MIDs ensure that if a homeowner's association cannot meet its obligations to maintain landscaping along designated roadways, the residents of Avondale outside that community do not have to cover those costs. Currently, there is no need for any of the MIDs to levy a property tax above \$0. Property tax levies for all taxing agencies must be adopted on or before the third Monday in August.

BUDGET IMPACT:

No budget impacts as the levy proposed for all the MIDs is \$0.

RECOMMENDATION:

Staff recommends Council adopt a Resolution, adopting Property Tax Levies for Maintenance Improvement Districts (MIDs), adopting a \$0 levy for the 33 MIDs in the City of Avondale.

Contact person for document distribution:

RESOLUTION NO. 1038-0623

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICTS NOS. 1-33 SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH \$100.00 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET FOR EACH DISTRICT AND PROVIDING FUNDS FOR GENERAL DISTRICT EXPENSES; ALL FOR THE FISCAL YEAR ENDING JUNE 30, 2024.

WHEREAS, the Council of the City of Avondale (the “City Council”) is required by ARIZ. REV. STAT. §§ 42-17151 and 42-17253 and ARIZ. REV. STAT. §§48-574.C-D to adopt, by resolution, an annual tax levy based upon the rate to be assessed per each \$100.00 of valuation of property within the corporate limits of each maintenance improvement district (the “District”), as set forth on Exhibit A, and incorporated herein by reference; and

WHEREAS, by the provisions of State Law, the resolution levying taxes for fiscal year 2023-2024 is required to be finally adopted on or before the third Monday in August and not less than 14 days after a hearing thereon; and

WHEREAS, Maricopa County is the assessing and collecting authority for each District.

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. There is hereby levied on each \$100.00 of the assessed value of all property, both real and personal, within the corporate limits of each district as set forth on Exhibit A, except such property as may be by law exempt from taxation, a primary property tax rate of \$0 (or such other amount as deemed necessary by the Maricopa County Treasurer to be sufficient to raise the sum of \$0), for the fiscal year ending on June 30, 2024.

SECTION 3. Failure by the officials of Maricopa County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of

the assessment or levy of taxes or of the judgment or sale by which the collection of the same may be enforced shall not affect the lien of the City upon such property for the delinquent taxes unpaid thereon, and no overcharge as to part of the taxes or of costs shall invalidate any proceedings for the collection of taxes or the foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 4. The City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Maricopa County Board of Supervisors.

SECTION 5. If any provision of this Resolution is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 6. 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, June 26, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1038-0623

[Assessed Property]

See following pages.

FY2023 Maintenance Improvement District Property Tax Levies

	Authority Name	Resolutions		Assigned Tax Authority #	FY2023 Levy
Avondale MID NO 1	Vista Del Verde	3300-216	3301-216	38236	\$0.00
Avondale MID NO 2	San Villagio	3357-1216	3358-1216	38241	\$0.00
Avondale MID NO 3	Del Rio Ranch	3448-518	3449-518	38238	\$0.00
Avondale MID NO 4	Vista Del Verde 1	3467-718	3468-718	38233	\$0.00
Avondale MID NO 5	Vista Del Verde 2	3469-718	3470-718	Pending	\$0.00
Avondale MID NO 6	Alamar Phase 1	3512-119	3513-119	38229	\$0.00
Avondale MID NO 7	Verde Trails Phase I Parcel 3	3531-519	3532-519	38226	\$0.00
Avondale MID NO 8	Verde Trails Phase I Parcel 11	3539-519	3540-519	38224	\$0.00
Avondale MID NO 9	Roosevelt Park Phase 1	3524-319	3525-319	38237	\$0.00
Avondale MID NO 10	Verde Trails Phase I Parcel 4	3533-519	3534-519	38227	\$0.00
Avondale MID NO 11	Verde Trails Phase I Parcel 7	3543-519	3544-519	38221	\$0.00
Avondale MID NO 12	Verde Trails Phase I Parcel 8	3535-519	3536-519	38222	\$0.00
Avondale MID NO 13	Verde Trails Phase I Parcel 9 & 10	3537-519	3538-519	38223	\$0.00
Avondale MID NO 14	Vista Del Verde 2	3545-519	3546-519	38230	\$0.00
Avondale MID NO 15	Verde Trails Unit 2	3550-519	3551-519	38225	\$0.00
Avondale MID NO 16	Vista Del Verde 3	1004-0120	1005-0120	38234	\$0.00
Avondale MID NO 17	Vista Del Verde 4	1006-0120	1007-0120	38235	\$0.00
Avondale MID NO 18	Marbella Park	3569-819	3570-819	38240	\$0.00
Avondale MID NO 19	Alamar 2	1013-0320	1014-0320	38220	\$0.00
Avondale MID NO 20	Roosevelt Park Phase 2	1030-0520	1031-0520	38215	\$0.00
Avondale MID NO 21	Verde Trails Phase I Parcel 1&2	1001-0121	1002-0121	38228	\$0.00
Avondale MID NO 22	Alamar 4	1009-0222	1010-0222	38260	\$0.00
Avondale MID NO 23	Roosevelt Park Phase 3	1021-0421	1022-0421	38231	\$0.00
Avondale MID NO 24	Fulton Homes Acclaim	1091-1121	1092-1121	38254	\$0.00
Avondale MID NO 25	Del Rio Ranch III Phase 2	1077-1021	1078-1021	Pending	\$0.00
Avondale MID NO 26	Del Rio Ranch III Phase 3	1079-1021	1080-1021	Pending	\$0.00
Avondale MID NO 27	Verde Trails Parcel 6	1085-1021	1086-1021	38270	\$0.00
Avondale MID NO 28	Parkside				\$0.00
Avondale MID NO 29	Roosevelt Park Phase 4	1071-0921	1072-0921	38255	\$0.00
Avondale MID NO 30	River Run	1026-0522	1028-0522	Pending	\$0.00
Avondale MID NO 31	Del Rio Ranch III Phase 4	1081-1021	1082-1021	Pending	\$0.00
Avondale MID NO 32	Del Rio Ranch III Phase 5	1083-1021	1084-1021	Pending	\$0.00
Avondale MID NO 33	Alamar 4	1022-0422	1023-0422	38273	\$0.00

CITY COUNCIL REPORT

SUBJECT: Resolution 1039-0623 and 1040-0623 - Parkside - Maintenance Improvement District No. 28 - Application PL-23-0147

MEETING DATE: 6/26/2023

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) 333-1011

STRATEGIC PLAN:

STRATEGIC OUTCOME: Creative and Sustainable Development

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

PURPOSE:

City Council will consider a request to: (a) approve a Petition for Formation of Parkside, located approximately 600 feet south of the southwest corner of 99th Ave and Indian School Rd ; (b) adopt Resolution 1039-0623, declaring its intention to form the City of Avondale Maintenance Improvement District No. 28, Parkside, providing for the assessment; (c) adopt Resolution 1040-0623, declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment, declaring an emergency; and (d) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Under provisions of the City Code and Zoning Ordinance, developers are responsible for landscaping development projects prior to issuance of a Certificate of Occupancy. In particular, subdivisions are required to provide landscaping along certain arterial and collector streets and in other locations as provided in the zoning requirements, approval conditions, engineering requests or subdivision requirements. In addition, developers are often required to provide paths, trails, and other usable amenities in common open space areas within a community.

The purpose of the Maintenance Improvement District (MID) is to provide for the operations, maintenance, repair and improvements to landscaping and open space adjacent to designated public roadways and parkways within the proposed district, and private streets within the proposed district, as well as drainage and retention within each proposed district in the event a Homeowner's Association fails. Until such time as the Homeowner's Association fails, and the Council directs City Staff to assume maintenance responsibility, a line item of \$0.00 will display on the homeowners' property tax bills. Pursuant to the provision of A.R.S. 48-574, et. seq., the Mayor and Council are empowered to adopt a Resolution ordering the formation of a MID.

A Resolution of Intention for formation of City of Avondale MID No. 28, Parkside, located approximately 600 feet south of the southwest corner of 99th Avenue and Indian School Road, is attached. In the case in which all of the property owners have consented to MID formation, the ordinary publication and protest period are not

required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the MID process. In accordance with State statute, an assessment diagram and map listing each parcel of property within the district has been prepared.

PUBLIC PARTICIPATION:

Public notification is not required for MID applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review MID applications.

ANALYSIS:

The acceptance of this MID will allow any additional changes associated with the maintenance responsibilities, should the Homeowners' Association fail, to be assessed on the property tax bill for the properties located within the District.

The MID has been approved through the Development and Engineering Services Department, which recommends that City Council formally approve the MID to allow for the taxing district to be recorded and in place in the event the Homeowners' Association fails.

DISCUSSION:

The proposed MID is in conformance with the City of Avondale's Subdivision Regulations and State statute governing MID formation.

BUDGET IMPACT:

There is no direct budgetary impact to the City to approve the MID. However, the City would incur the additional charges associated with the maintenance responsibilities should the taxing district not be approved and recorded, and the Homeowners' Association fails.

RECOMMENDATION:

Staff recommends Council adopt a Resolution declaring its intention to create and adopt plans for the City of Avondale MID No. 28, Parkside, providing for the assessment, and a second Resolution declaring its intention to order the improvements within the newly established MID, providing for the assessment and declaring an emergency, subject to the following conditions:

- 1) The final plat for the subdivision must be approved by City Council and recorded with the Maricopa County Recorder's Office prior to recordation of the MID; and
- 2) The developer must provide a fully executed Petition, Waiver and Consent to Formation of an MID.

Contact person for document distribution: Catherine Lorbeer

RESOLUTION 1039-0623

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO OPERATE, MAINTAIN AND REPAIR LANDSCAPING, IRRIGATION, DRAINAGE AND RETENTION FACILITIES AND HARDSCAPE ADJACENT TO DESIGNATED PUBLIC ROADWAYS WITHIN THE PROPOSED DISTRICT AND RELATED FACILITIES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF AVONDALE AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 28 – PARKSIDE, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT; PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avondale (the “City”) has been presented with a Petition for Formation of a Maintenance Improvement District purporting to be signed by all of the real property owners within the proposed district and, according to ARIZ. REV. STAT. § 48-574(C), the City finds that such ownership has been verified; and

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to declare its intent to form the City of Avondale Maintenance Improvement District No. 28 – River Run (the “Assessment District”) over the area described and depicted on Exhibit A, attached hereto and incorporated herein by reference and including those lots, pieces or parcels of land lying within the Assessment District as shown in more detail on the duplicate diagrams made by or at the direction of the City Engineer showing each separate lot numbered consecutively, the area in square feet of each lot, the area of any building or buildings located on each lot, and the location of the lot in relation to the work proposed to be done (the “Assessment Diagram”) attached hereto as a part of Exhibit A and incorporated herein by reference; and

WHEREAS, the City Council declares that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district and related facilities in the Assessment District to be of more than local or ordinary public benefit, and further that the cost of said activities shall be assessed on the Assessment District; and

WHEREAS, the City Council declares that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district and related facilities in the Assessment District are incidental to the maintenance and preservation of the public roadways and parkway and related facilities, has aesthetic value, and maintains and increases the value of property within the Assessment District; and

WHEREAS, the City Council declares that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district and related facilities preserves and promotes the health, safety, and welfare of those citizens of the City living within the Assessment District as well as preservation of the streets and parkways which may be adversely impacted by drainage and other water formations; and

WHEREAS, the City Council declares that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district tend to preserve the structural integrity of the public streets and parkway and mitigate flooding of adjacent areas by draining water to and from the public streets and parkway in furtherance of the health, safety and welfare of those citizens of the City living within the Assessment District.

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 public interest or convenience requires, and it is the intention of the Mayor and Council of the City of Avondale, Arizona, to order the following work (hereinafter the “Work”) to be performed: The operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district shown on the Assessment Diagram.

SECTION 3. The City Council designates as parkways those streets and rights-of-way areas set forth on the Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and specifically including those portions of pedestrian facilities, retention, detention and storm water management facilities included within or adjacent to the Assessment District. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the plans showing the engineer’s estimate for the City of Avondale Maintenance Improvement District No. 28 – River Run, filed with the City Clerk prior to the adoption of this Resolution (the “Plans and Specifications”), which are hereby approved and adopted by the City Council and which shall remain on file in the Office of the City Engineer; no assessment for any lot shall exceed its proportion of the estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets (the City Engineer) and the City Clerk are hereby approved and adopted by the City Council. In addition to the requirements of law, the procedures set forth in the City Code will be

followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Avondale Maintenance Improvement District No. 28 – River Run.

SECTION 4. In the opinion of the City Council, the Work is of more than local or ordinary public benefit. The City Council hereby orders that all amounts due or to become due with respect to the Work shall be chargeable upon the respective lots, pieces and parcels of land within the Assessment District.

SECTION 5. The City Engineer is hereby authorized and directed to prepare duplicate Assessment Diagrams of the property contained within the Assessment District.

SECTION 6. Any public street or alley within the boundaries of the Assessment District is hereby omitted from the assessment hereafter to be made. Any lot belonging to the United States, the State, a county, city, school district or any political subdivision or institution of the State or county, which is included within the Assessment District shall be omitted from the assessment hereafter made.

SECTION 7. In no event will the City or any officer thereof be liable for any portion of the cost of said Assessment District or for any delinquency of persons or property assessed.

SECTION 8. The City Council shall make annual statements and estimates of the expenses of the Assessment District which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all real and personal property in the Assessment District as provided in ARIZ. REV. STAT. § 48-574 and amendments thereto.

SECTION 9. The Work and all proceedings pertaining thereto shall be performed under the provisions of ARIZ. REV. STAT. § 48-574, and all amendments thereto and pursuant to Article I, Section 3 and Article XII, Section 8 of the Avondale City Charter.

SECTION 10. The City Engineer is hereby authorized to fill in any blanks and to make any minor corrections necessary to complete the Plans and Specifications.

SECTION 11. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 12. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the City Council as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
June 26, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1039-0623

[Legal Description of Assessment District and Assessment Diagram]

See following pages.



ONE COMPANY.
INFINITE SOLUTIONS.

PARKSIDE MAINTENANCE IMPROVEMENT
DISTRICT NO. 28
CITY OF AVONDALE,
MARICOPA COUNTY, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA,

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH, ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST FROM WHICH A FOUND BRASS CAP FLUSH, ACCEPTED AS THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, THEREOF BEARS N89°40'49"E A DISTANCE OF 2691.83 FEET;

THENCE, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, S00°16'52"E A DISTANCE OF 55.00 FEET TO THE **POINT OF BEGINNING**;

THENCE, N89°40'49"E A DISTANCE OF 1301.43 FEET;

THENCE, S00°08'08"W A DISTANCE OF 589.52 FEET;

THENCE, S89°51'52"E A DISTANCE OF 1389.95 FEET;

THENCE, S00°08'08"W A DISTANCE OF 1982.72 FEET;

THENCE, S89°17'05"W A DISTANCE OF 2672.71 FEET;

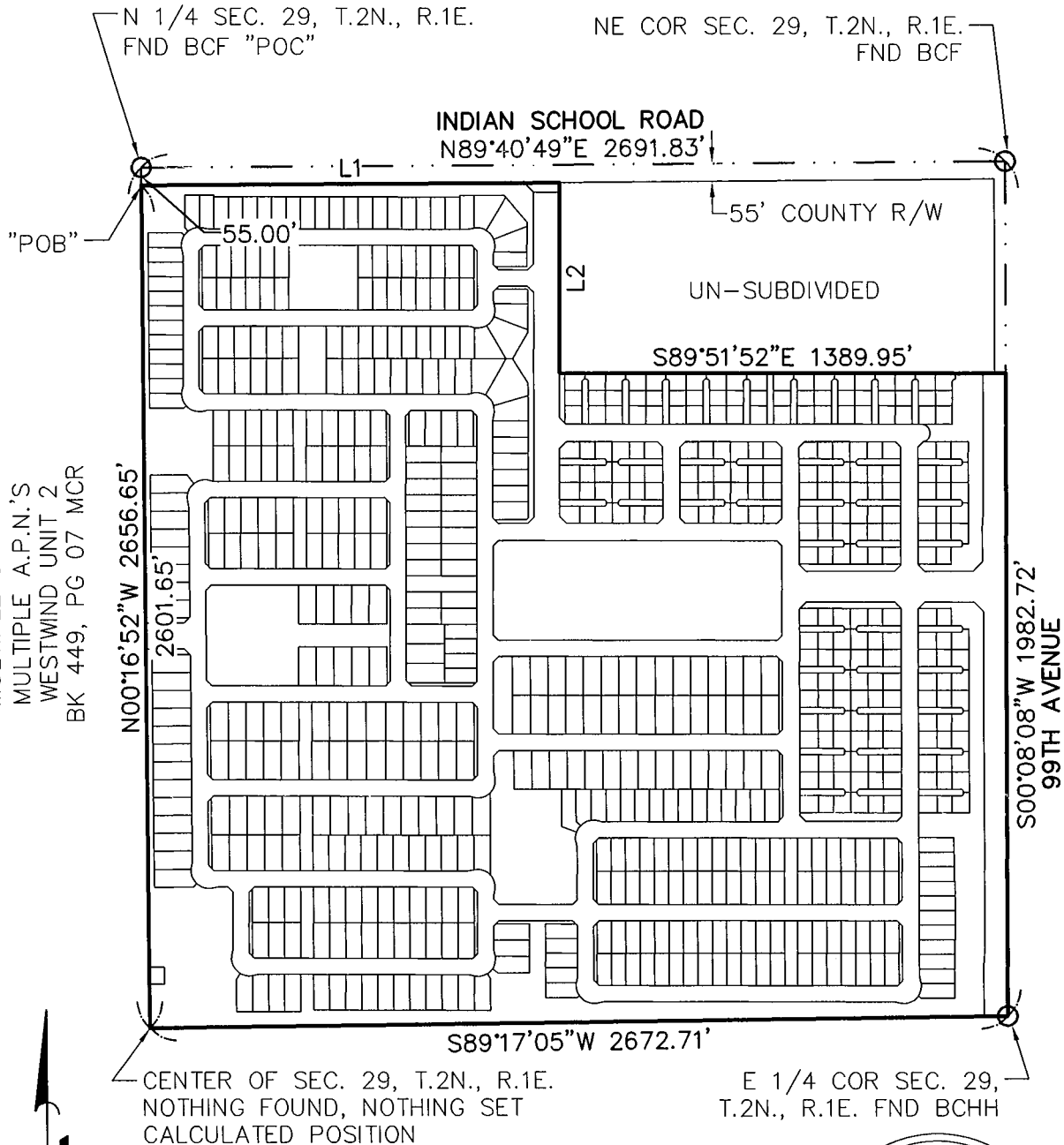
THENCE, N00°16'52"W A DISTANCE OF 2601.65 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 6,125,811 SQUARE FEET OR 140.629 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 18000694
FEBRUARY 10, 2023





LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°40'49"E	1301.43'
L2	S00°08'08"W	589.52'



Scale: 1"=500'

JOB #18000694-SHEET 2 OF 2 DATE 2-10-2023



EXHIBIT "A"
PARKSIDE MAINTENANCE IMPROVEMENT
DISTRICT NO. 28
CITY OF AVONDALE,
MARICOPA COUNTY, ARIZONA

RESOLUTION 1040-0623

RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 28 – PARKSIDE; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Avondale (the “City Council”) has adopted Resolution 1039-0623 declaring its intent to form the City of Avondale Maintenance Improvement District No. 28 – Parkside; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 48-574(C), as amended, the City Council has immediate jurisdiction to adopt a resolution ordering the improvements pursuant to ARIZ. REV. STAT. § 48-581, as amended.

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 public interest or convenience require and it is the intention of the City Council to order the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and that the cost of such activities, together with appurtenant structures, be assessed upon a certain improvement district to be known as Avondale Maintenance Improvement District No. 28 – Parkside (the “District”) as described and depicted on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3. The estimate of the cost and expenses for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and on file with the

Superintendent of Streets (City Engineer) and the City Clerk is approved and adopted by the City Council.

SECTION 4. The City Council determines that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The City Council makes and orders the cost and expense for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and related facilities together with appurtenant structures be chargeable upon the District, the area of which is described and depicted as set forth on Exhibit A, and declare that the District benefited by the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and related facilities together with appurtenant structures to be assessed, shall pay the costs and expenses thereof in proportion to the benefits derived therefrom.

SECTION 5. The City shall not assess the costs and expenses for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the District and if a portion of the costs and expenses for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and related facilities together with appurtenant structures is for the general public benefit, the City shall assess the boundaries of the District only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the District.

SECTION 6. The costs and expense for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district shall be made and all proceedings therein taken; that the Superintendent of Streets of the City (the City Engineer) shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the District to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

SECTION 7. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the City Council as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
June 26, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1040-0623

[Legal Description and Map of Assessment District]

See following pages.



ONE COMPANY.
INFINITE SOLUTIONS.

PARKSIDE MAINTENANCE IMPROVEMENT
DISTRICT NO. 28
CITY OF AVONDALE,
MARICOPA COUNTY, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA,

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH, ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST FROM WHICH A FOUND BRASS CAP FLUSH, ACCEPTED AS THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, THEREOF BEARS N89°40'49"E A DISTANCE OF 2691.83 FEET;

THENCE, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, S00°16'52"E A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING;

THENCE, N89°40'49"E A DISTANCE OF 1301.43 FEET;

THENCE, S00°08'08"W A DISTANCE OF 589.52 FEET;

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THENCE, S89°17'05"W A DISTANCE OF 2672.71 FEET;

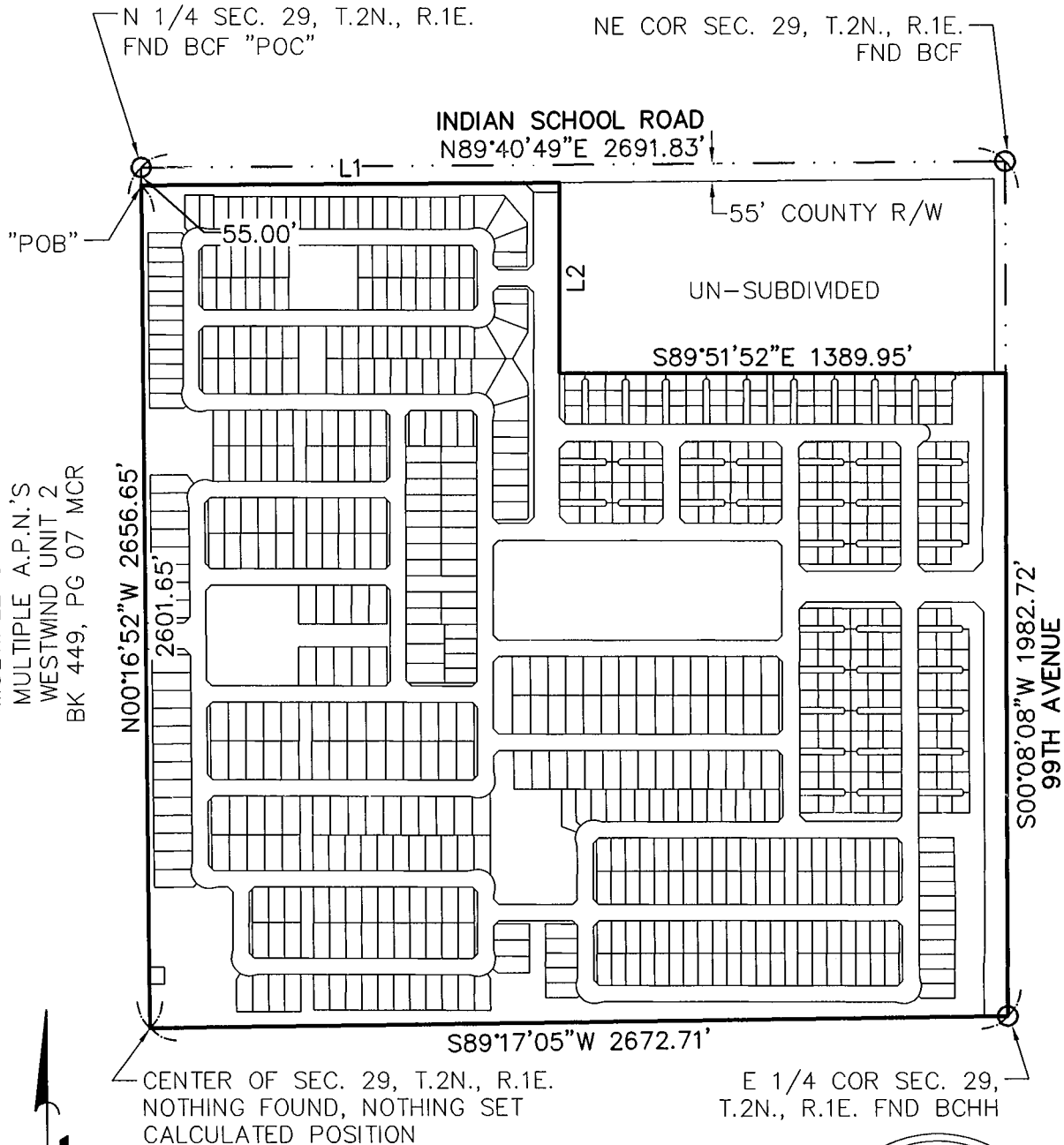
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THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 18000694
FEBRUARY 10, 2023





LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°40'49"E	1301.43'
L2	S00°08'08"W	589.52'



Scale: 1"=500'

JOB #18000694-SHEET 2 OF 2 DATE 2-10-2023



EXHIBIT "A"
PARKSIDE MAINTENANCE IMPROVEMENT
DISTRICT NO. 28
CITY OF AVONDALE,
MARICOPA COUNTY, ARIZONA

CITY COUNCIL REPORT

SUBJECT: Ordinance 2041-0623 – Abandonment of McDowell Road Public Right-of-Way

MEETING DATE: 6/26/2023

TO: Mayor and Council

FROM: Aric Stewart, Director, Engineering Department

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

PURPOSE:

City Council will consider a request to adopt Ordinance 2041-0623 authorizing the abandonment of McDowell Road public right-of-way located generally west of Avondale Boulevard, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On December 5, 2022, City Council approved "Final Plat for Avondale Commons," which was recorded in Book of Maps 1714, Page 21, with the Maricopa County Recorder's Office. The plat dedicated 65-feet of right-of-way for McDowell Road just west of the intersection with Avondale Boulevard.

DISCUSSION:

Salt River Project (SRP) has advised Staff that a 30-foot wide United States of America (USA) owned fee land for irrigation purposes exists and partially overlaps the dedicated right-of-way. An American Land Title Association survey (ALTA) submitted by the developer, Overland Group, Inc., did not show the USA fee land. SRP has requested the northern 24-feet of the 65-foot dedicated right-of-way be abandoned to preserve USA's fee land. SRP will grant the City of Avondale a license agreement within the USA's fee land to allow the developer to construct and the City to maintain the McDowell Road street improvements.

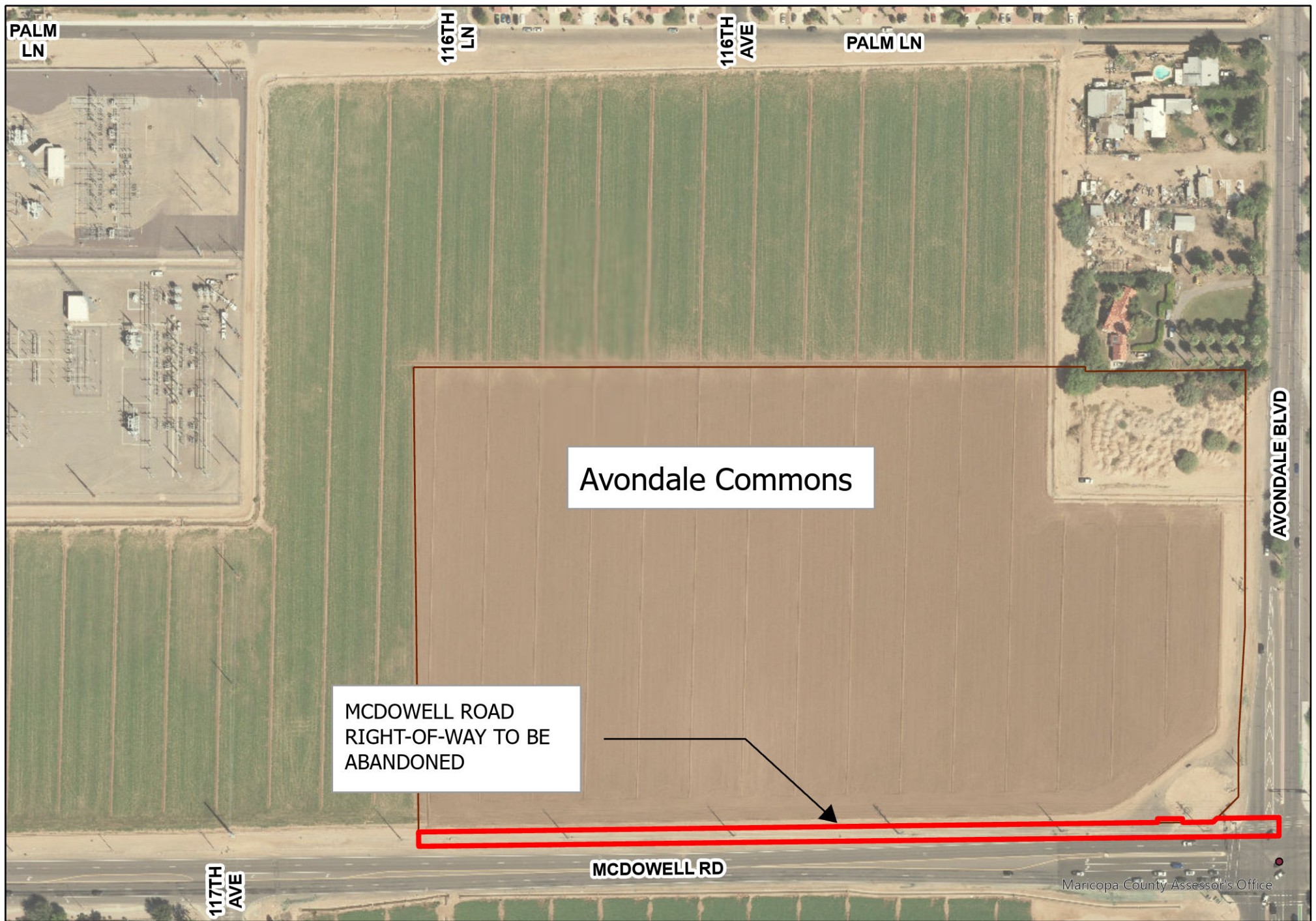
BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the abandonment of McDowell Road public right-of-way located generally west of Avondale Boulevard, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore, Terry Dorschied



Vicinity Map

ORDINANCE NO. 2041-0623

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ABANDONING A PORTION OF MCDOWELL ROAD RIGHT-OF-WAY GENERALLY LOCATED WEST OF AVONDALE BOULEVARD, IN AVONDALE, ARIZONA TO THE UNITED STATES OF AMERICA AS OWNER OF A FEE EASEMENT ON THE PROPERTY.

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

WHEREAS, the McDowell Road Right-of-Way located west of Avondale Boulevard is dedicated for public use by plat entitled Final Plat for Avondale Commons (the “Plat”), adopted by the Council of the City of Avondale (the “City Council”) on December 5, 2022, and recorded at Book of Maps 1714, Page 21 in the Office of the Maricopa County Recorder on January 17, 2023 (the “Right-of-Way”); and

WHEREAS, the Plat dedicated 65-feet of right-of-way in fee to the City for street right-of-way; and

WHEREAS, the City Council has determined that the northern 24-feet of the Right-of-Way consisting of ± 0.777 acres of real property is owned by the United States of America in fee and was incorrectly dedicated by the Plat to the City (the “Abandoned ROW”); and

WHEREAS, the City is authorized to vacate and abandon rights-of-way pursuant to ARIZ. REV. STAT. § 9-240(B)(3)(e) and ARIZ. REV. STAT. § 28-7205; and

WHEREAS, the City Council has determined that the Abandoned ROW was wrongly dedicated by the Plat for public use and therefore it is necessary and appropriate to abandon said property.

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

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

SECTION 2. The Abandoned ROW, as more particularly described and depicted in Exhibit A, attached hereto and incorporated by reference, is hereby (i) declared to be incorrectly dedicated by the Plat, and (ii) abandoned to the owner in fee, the United States of America.

SECTION 3. Upon recordation of this Ordinance in the office of the Maricopa County Recorder, the Abandoned ROW designation as a roadway shall be forever extinguished, and all right and title to the real property described therein shall revert to the United States of America.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 26, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2041-0623

[Legal Description and Map of Abandoned Roadway]

See following pages.

May 8, 2023

LEGAL DESCRIPTION FOR
AVONDALE COMMONS
MCDOWELL ROAD RIGHT-OF-WAY ABANDONMENT

An abandonment of that part of McDowell Road as dedicated in the Final Plat of Avondale Commons, as recorded in Book 1714 of Maps, Page 21, Records of Maricopa County, Arizona, being situated in the Southeast Quarter of Section 36, Township 2 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap in a hand hole marking the Southeast Corner of said Section 36, from which the Brass Cap in a hand hole marking the South Quarter Corner of said Section 36 bears South 89°15'46" West, a distance of 2,654.28 feet;

Thence North 00°00'00" East, along the East line of said Southeast Quarter, a distance of 41.00 feet to a point on a line which is parallel with and 41.00 feet Northerly from the South line of said Southeast Quarter, being the Point of Beginning;

Thence South 89°15'46" West, along said parallel line, a distance of 1374.19 feet to a point on the West line of said Avondale Commons;

Thence North 00°44'14" West, along said West line, a distance of 24.00 feet to a point on a line which is parallel with and 65.00 feet Northerly from said South line;

Thence North 89°15'46" East, along said parallel line, a distance of 1180.63 feet;

Thence North 00°44'14" West, departing said parallel line, a distance of 6.00 feet to a point on a line which is parallel with and 71.00 feet Northerly from said South line;

Thence North 89°15'46" East, along said parallel line, a distance of 40.00 feet;

Thence South 00°44'14" East, departing said parallel line, a distance of 6.00 feet to a point on a line which is parallel with and 65.00 feet Northerly from said South line;

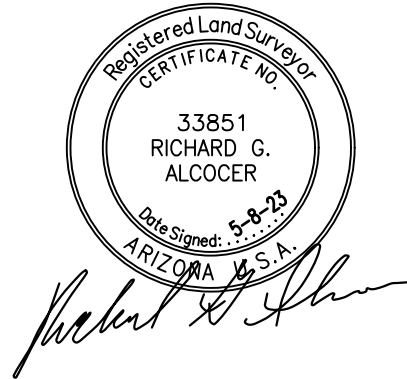
Thence North 89°15'46" East, along said parallel line, a distance of 48.87 feet;

Thence North 44°37'51" East, departing said parallel line, a distance of 8.54 feet to a point on a line which is parallel with and 71.00 feet Northerly from said South line;

Thence North 89°15'46" East, along last said parallel line, a distance of 99.00 feet to a point on said East line;

Thence South 00°00'00" East, along said East line, a distance of 30.00 feet to the Point of Beginning.

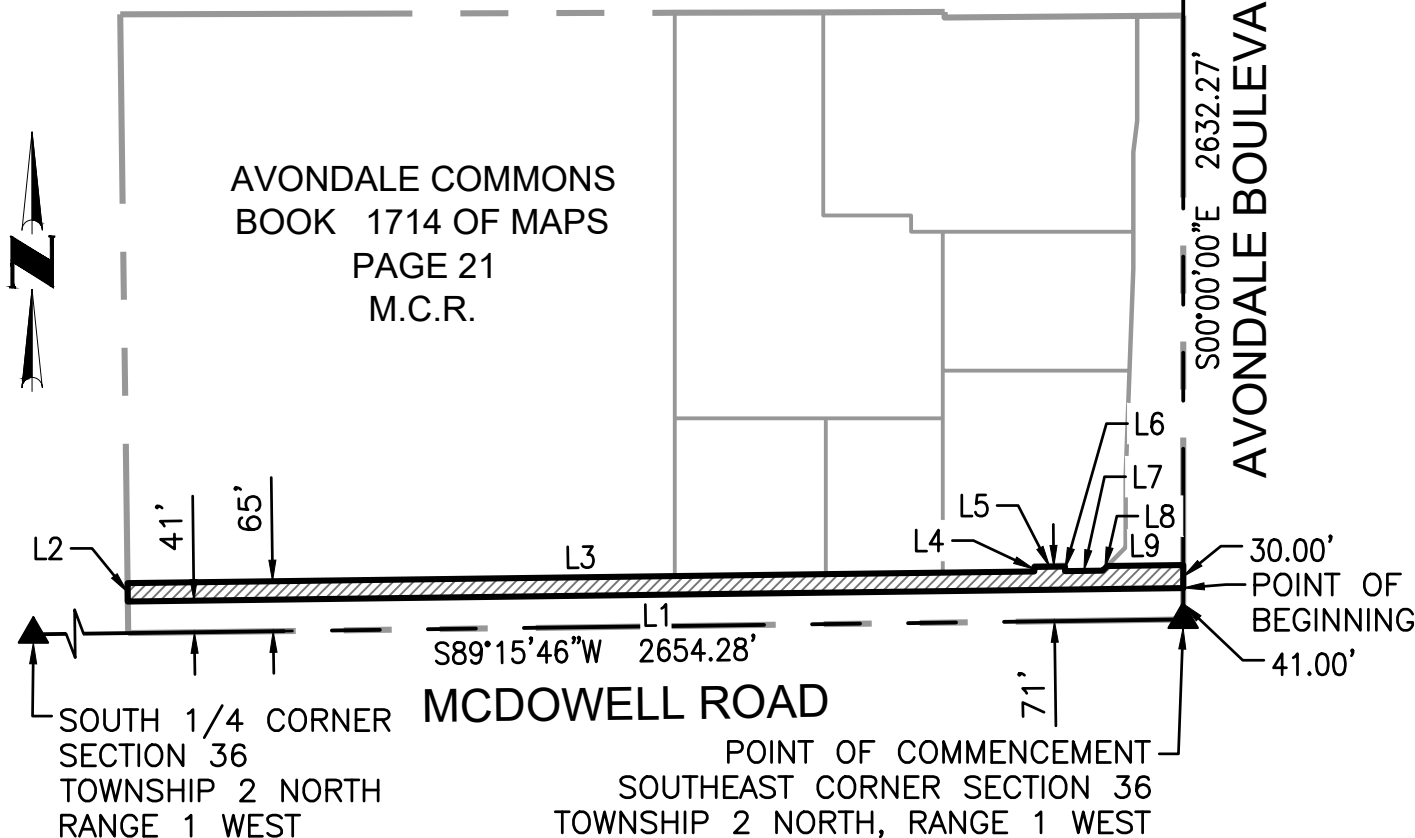
Containing 33,835 Square Feet or 0.777 Acres, more or less.



EAST 1/4 CORNER SECTION 36
TOWNSHIP 2 NORTH, RANGE 1 WEST



= RIGHT-OF-WAY
TO BE ABANDONED



LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°15'46"W	1374.19'
L2	N00°44'14"W	24.00'
L3	N89°15'46"E	1180.63'
L4	N00°44'14"W	6.00'
L5	N89°15'46"E	40.00'

LINE TABLE		
NO.	BEARING	LENGTH
L6	S00°44'14"E	6.00'
L7	N89°15'46"E	48.87'
L8	N44°37'51"E	8.54'
L9	N89°15'46"E	99.00'



Richard G. Alcocer

SCALE 1" = 250'	AVONDALE COMMONS	
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	MCDOWELL ROAD	
	RIGHT-OF-WAY ABANDONMENT	1 OF 1

CITY COUNCIL REPORT

SUBJECT: Cascade – Minor Land Division – Application PL-23-0031

MEETING DATE: 6/26/2023

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) 333-1011

STRATEGIC PLAN:

STRATEGIC OUTCOME: Creative and Sustainable Development

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

PURPOSE:

City Council will consider a request to: (a) approve Application PL-23-0031, submitted by Kimberly Schroeder (on behalf of the property owner Chamberlain Development LLC), requesting approval of a Minor Land Division to dedicate an 8 foot Public Utility Easement along Eliseo C. Felix Jr. Way, the approximately 2.29-acre site is located approximately 886 feet north of the northwest corner of Van Buren Street and Eliseo C. Felix Jr. Way; and (b) authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The approximately 2.29-acre site is located approximately 886 feet north of the northwest corner of Van Buren Street and Eliseo C. Felix Jr. Way (Exhibit A). It was annexed into the City's corporate limits on June 17, 1956 (Ordinance No. 86).

The site has 342.92 feet of frontage on Eliseo C. Felix Jr. Way and comprises of one (1) parcel.

A Site Plan and Design Review application was approved for the site in October 2022 for a speculative warehouse building with support office space that will be 30 feet in height with a concrete tilt-up wall panel system. This Minor Land Division request is related to the planned warehouse building.

The property is designated by the General Plan 2030 Land Use Map as Business Park (Exhibit C). This land use category is intended to allow for large scale campus development that provides abundant employment opportunities and offers amenities such as attractive streetscapes with excess landscaped setbacks, appropriate screening from the I-10 freeway, pedestrian connections, efficient circulation, and refuge areas for active and passive activities to keep a healthy lifestyle for all employees.

The zoning designation of the property is General Industrial (A-1) (Exhibit B). The purpose of the A-1 district is to accommodate warehousing, wholesaling, assembly, and heavy manufacturing of an intensive nature, often involving open uses and/or storage, large scale machinery and structures.

The existing uses and zoning of surrounding properties include:

NORTH: Two undeveloped commercial pads and an inactive well site zoned Community Commercial (C-2).

EAST OF ELISEO C. FELIX JR. WAY: A construction supply business and an education center zoned General Industrial (A-1).

SOUTH: A contractor's storage yard zoned A-1.

WEST: A commercial shopping center zoned C-2.

SUMMARY OF REQUEST:

The applicant is requesting approval of the Cascade Minor Land Division (Exhibit D). The proposed MLD dedicates an eight (8) foot Public Utility Easement along Eliseo C. Felix Jr. Way.

Public notification is not required for Minor Land Division applications.

ANALYSIS:

The proposed Minor Land Division has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property. The proposed Minor Land Division is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations. The proposed Minor Land Division dedicates an eight (8) foot PUE along Eliseo C. Felix Jr. Way.

DISCUSSION:

1. The proposed Minor Land Division is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
2. 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-23-0031 Cascade Minor Land Division, subject to the following one (1) condition of approval:

1. Development shall conform to the Cascade Minor Land Division date stamped May 16, 2023.

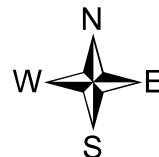
Contact person for document distribution: Michelle Simerdla

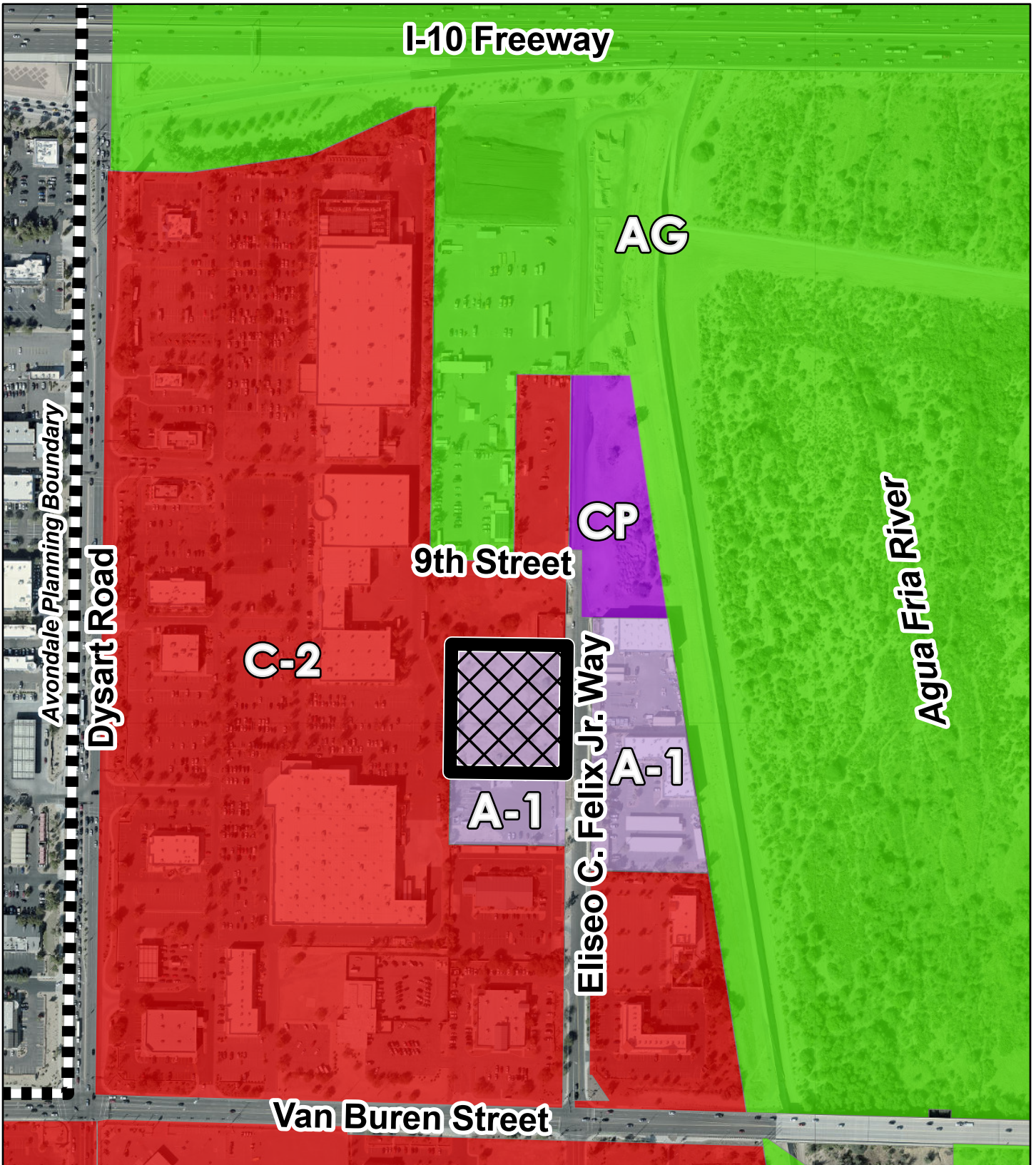


Aerial Map

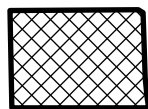


Subject Property



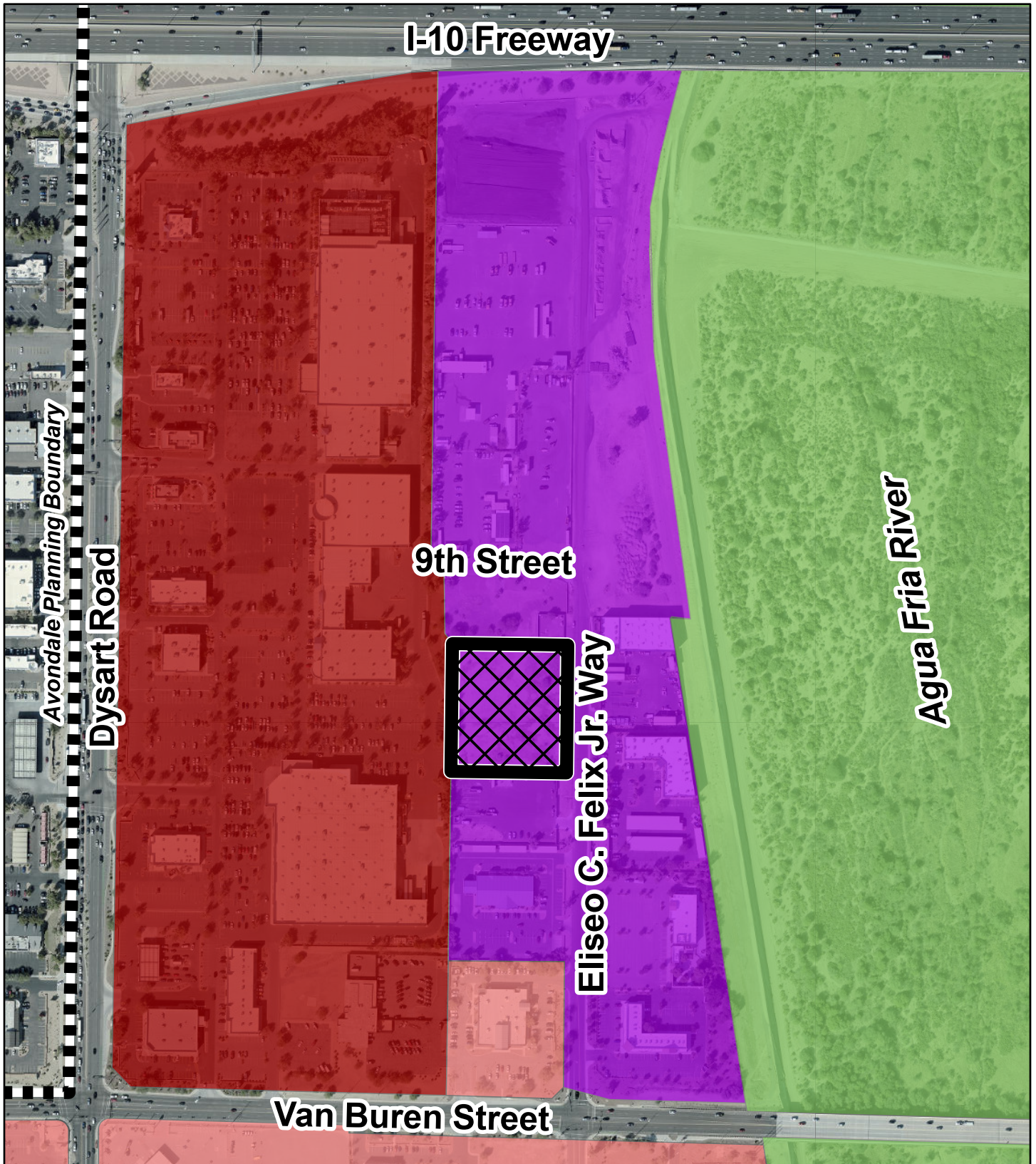


Zoning Vicinity



Subject Property

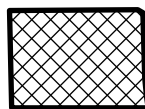




General Plan Land Use



- Business Park
- Local Commercial
- Open Space
- Urban Commercial



Subject Property



DEDICATION:

STATE OF ARIZONA)
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT CHAMBERLAIN DEVELOPMENT, LLC., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "CASCADE - AVONDALE", AND DESCRIBED AS A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS MINOR LAND DIVISION MAP AS AND FOR "CASCADE - AVONDALE", AND HEREBY DECLARES THAT SAID MINOR LAND DIVISION MAP SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID MINOR LAND DIVISION MAP.

CHAMBERLAIN DEVELOPMENT, LLC., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES IN FEE ALL RIGHT, TITLE AND INTEREST TO THE CITY OF AVONDALE FOR USE AS SUCH, THE STREET RIGHT OF WAYS AS SHOWN ON SAID MINOR LAND DIVISION.

ALL EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF AVONDALE FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF:
CHAMBERLAIN DEVELOPMENT, LLC., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF _____, ITS

THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2023.

BY: _____

OWNER / AUTHORIZED SIGNER

ACKNOWLEDGEMENT:

STATE OF ARIZONA)
COUNTY OF MARICOPA)

BEFORE ME THIS _____ DAY OF _____, 2023,
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED THEMSELVES TO BE THE _____ OF CHAMBERLAIN DEVELOPMENT, LLC., AN ARIZONA LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

BY: _____

NOTARY PUBLIC MY COMMISSION EXPIRES _____

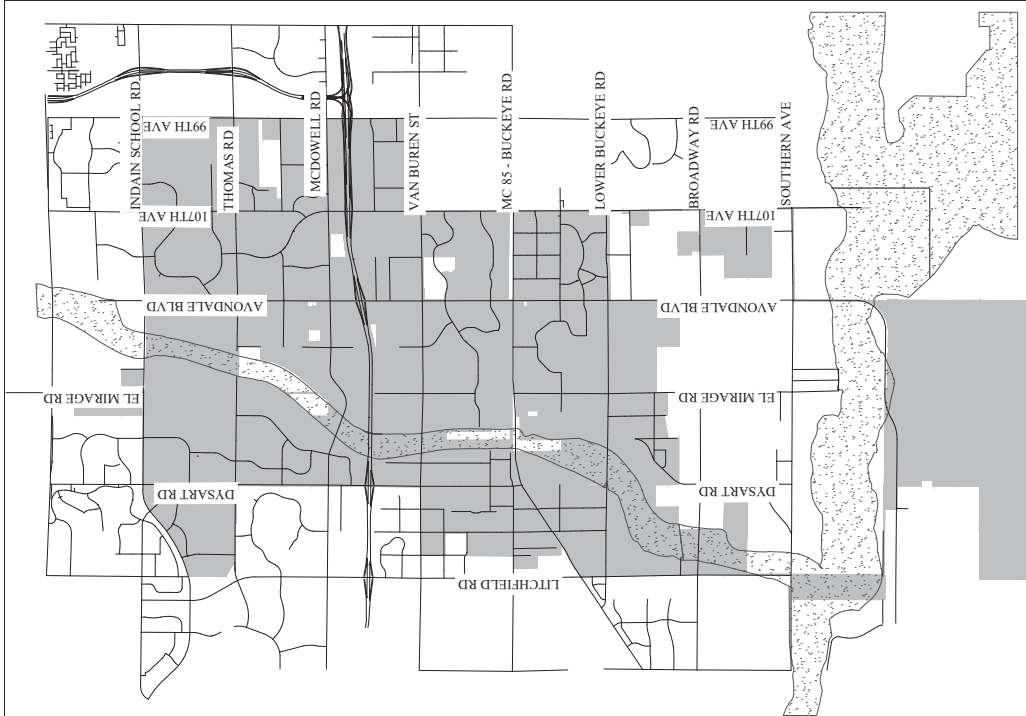
LEGEND:

- P.U.L.E PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- S.F. SQUARE FEET
- M.C.R. MARICOPA COUNTY RECORDS
- APN ASSESSORS PARCEL NUMBER
- S.B.B. SECTION BOUNDARY
- S.W. SOUTH WEST
- S.E. SOUTH EAST
- S.T. STREET
- B.C. BOOK
- COR. CORNER
- COR. CORNER
- SEC. SECTION
- (F) FOUND CORNER OF
- (R) RECORDED PROPERTY AS NOTED
- (C) CALCULATED
- S SOUTH
- E EAST
- N NORTH
- W WEST

- 1/2" IRON PIN TO BE SET BY A LAND SURVEYOR REGISTERED IN THE STATE OF ARIZONA AT COMPLETION OF MASS GRADING

- ⊙ FOUND CORNER OF PROPERTY AS NOTED
- ⊙ FOUND MONUMENT AS NOTED
- ⊙ SET 1/2" REBAR RLS 41896

**MINOR LAND DIVISION
CASCADE - AVONDALE
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 1 NORTH, RANGE 1 WEST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA**



OWNER:
CHAMBERLAIN DEVELOPMENT, LLC.
12409 W. INDIAN SCHOOL RD.
TEMPE, ARIZONA 85281
PH.# 480-894-1286
CONTACT: MIKE FORST

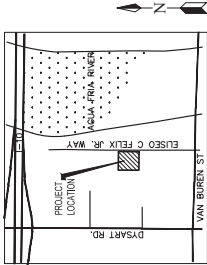
PROPERTY ADDRESS:
1466 N. ELISEO C. FELIX JR. WAY
AVONDALE, ARIZONA 85323

APN:
500-02-0165

SURVEYOR:
COOPER AERIAL SURVEYS CO.
12409 W. INDIAN SCHOOL RD.
PHOENIX, ARIZONA 85020
PHONE: 602-678-5111

ENGINEER:

KAIEKO
NATHAN COTRELL
12409 W INDIAN SCHOOL RD
SUITE C-303
AVONDALE, AZ 85392
NATHAN.COTRELL@KAIEKO.COM



NOTES:

1. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY IS TO BE MAINTAINED BY THE PROPERTY OWNER, EXCLUDING MEDANS ON ARTERIAL STREETS.
2. ALL UTILITIES AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
3. ALL EXISTING OVERHEAD UTILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
4. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.

BASIS OF BEARING:

THE BASIS OF BEARING IS THE SOUTH 88 DEGREES 35 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

APPROVALS & ACCEPTANCE OF DEDICATION

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA,

THIS _____ DAY OF _____, 2023.

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 JANUARY, 2023. 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.



BRETT L. NOWACKI
REGISTERED LAND SURVEYOR

5-15-2023
DATE

PROJECT NUMBER	01/30/2023
DATE OF RECORDING	05/15/2023
SHEET NUMBER	1 OF 2
PROJECT NUMBER	7022018

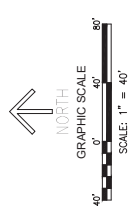


CHAMBERLAIN DEVELOPMENT, LLC
CASCADE - AVONDALE
MINOR LAND DIVISION



REVISION NO.	R/R
REVISION BY	BLN
DATE	5-15-2023
REVISION NO.	1
REVISION BY	AS NOTED

12409 W. INDIAN SCHOOL RD
AVONDALE, AZ 85392
PHONE: 623.748.1998
FAX: 623.748.9008



PARCEL LEGAL DESCRIPTION :

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 2 BEARS NORTH 88 DEGREES 35 MINUTES 23 SECONDS WEST, A DISTANCE OF 1319.35 FEET;

THENCE NORTH 00 DEGREES 28 MINUTES 38 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 929.66 FEET;

THENCE LEAVING SAID EAST LINE NORTH 89 DEGREES 33 MINUTES 22 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF ELISEO C FELIX JR. WAY, BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE NORTH 89 DEGREES 31 MINUTES 22 SECONDS WEST, A DISTANCE OF 342.92 FEET TO THE WEST LINE OF SAID COLDWATER PLAZA AMENDED, ACCORDING TO BOOK 631 OF MAPS, PAGE 46, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 00 DEGREES 32 MINUTES 36 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 343.34 FEET TO THE SOUTH LINE OF SAID COLDWATER PLAZA AMENDED;

THENCE SOUTH 89 DEGREES 28 MINUTES 43 SECONDS EAST, ALONG SAID SOUTH LINE AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 311.81 FEET TO THE WEST RIGHT-OF-WAY LINE OF ELISEO C FELIX JR. WAY;

THENCE SOUTH 00 DEGREES 28 MINUTES 38 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 342.92 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL OTHER MINERALS AS RESERVED TO THE UNITED STATES OF AMERICA, IN THE DEED RECORDED FEBRUARY 25, 1958 IN DOCKET 2493, PAGE 462, RECORDS OF MARICOPA COUNTY, ARIZONA.

REFERENCE DOCUMENTS

- (R1) 1920-197868 MCR
- (R2) BOOK 153 OF MAPS, PAGE 7 MCR
- (R3) BOOK 717 OF MAPS, PAGE 23 MCR
- (R4) BOOK 631 OF MAPS, PAGE 46 MCR
- (R5) BOOK 1563 OF MAPS, PAGE 41 MCR

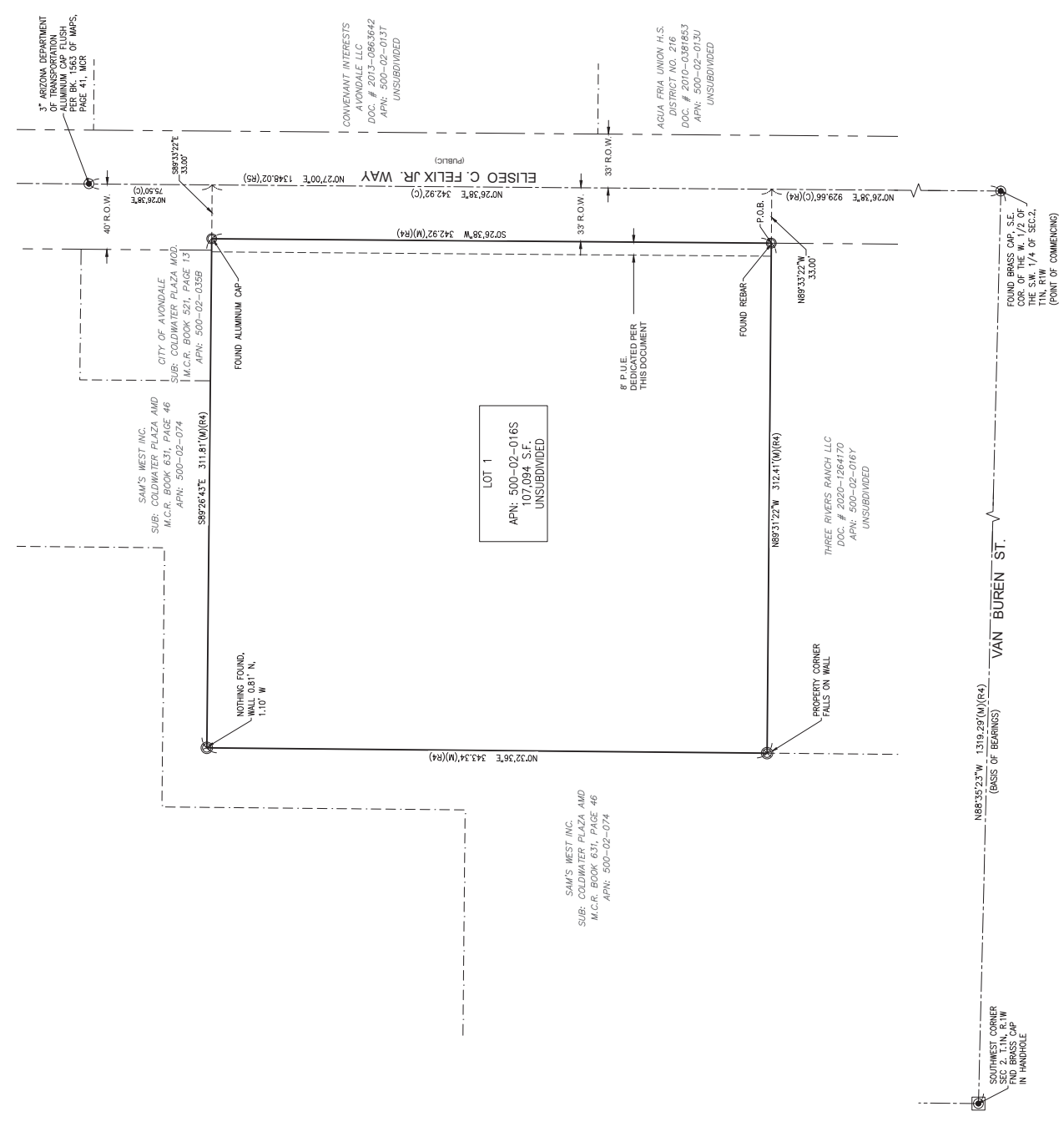
LEGEND

- 1/4" IRON PIN TO BE SET BY A LAND SURVEYOR REGISTERED IN THE STATE OF ARIZONA AT COMPLETION OF MASS GRADING
- FOUND CORNER OF PROPERTY AS NOTED
- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR RLS 41866

ABBREVIATIONS

- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT-OF-WAY
- S.F. SQUARE FEET
- MCR MARICOPA COUNTY RECORDS
- APN ASSessor's PARCEL NUMBER
- DOC. # DEED RECORDS
- S.E. SOUTH EAST
- S.W. SOUTH WEST
- ST. STREET
- P.C. PLAT CORNER
- COR. CORNER
- SEC. SECTION
- (M) MEASURED
- (C) CALCULATED
- S SOUTH
- E EAST
- N NORTH
- W WEST

- SUBDIVISION BOUNDARY
- PROPERTY LINE
- EASEMENT LINE
- R.O.W. LINE
- CONVEYANCE
- PROPERTY LINE
- ADJACENT LINE
- SECTION LINE



CITY COUNCIL REPORT

SUBJECT: Gastelum – Minor Land Division - Application PL-22-0363

MEETING DATE: 6/26/2023

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) 333-1011

STRATEGIC PLAN:

STRATEGIC OUTCOME: Creative and Sustainable Community Development.

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

PURPOSE:

City Council will consider a request to (a) approve Application PL-22-0363, submitted by Keogh Engineering, Inc. (on behalf of Jose Fernando Gastelum) for approval of a Minor Land Division, to split the property into 3 parcels, dedicate right-of-way and dedicate a public utility easement (P.U.E.) along both 127th Avenue and Pioneer Street, the approximately 1.04-acre site is located at the southeast corner of Vermeesch Road/127th Avenue and Pioneer Street; and (b) authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The vacant site is located at the southeast corner of 127th Avenue and Pioneer Street (Exhibit A). The property was annexed into the City's corporate limits on August 29, 1990 (Ordinance No. 484).

The property is designated by the General Plan 2030 Land Use Map as Estate/Low Density Residential (Exhibit C). Land uses within this single-family designation typically include large, detached estate or executive-type homes of one or two stories with significant privacy and open space that reside among open areas, near the panoramic views of the Estrella Mountains and the Gila River and seek an equestrian lifestyle. Churches, parks, equestrian trails, open spaces, community gardens, and public facilities are permitted in this land use category.

The zoning designation of the property is Urban Residential (R1-6) (Exhibit B). The purpose of the R1-6 district is to provide a variety of single-family detached residential dwelling types at an urban density.

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

NORTH: Existing single-family homes, zoned R1-6, Urban Residential in the Las Ligas neighborhood.

EAST: Vacant parcels zoned R1-6, Urban Residential in the Las Ligas neighborhood.

SOUTH: Existing single-family homes, then further south is Hillcrest Village, a subdivision consisting of 37 lots

developed with single-family detached homes, zoned R1-6, Urban Residential.

WEST: West of the project site is undeveloped land zoned A-1, General Industrial, as well as the Agua Fria River.

SUMMARY OF REQUEST

The applicant is requesting approval of the Gastelum Minor Land Division (Exhibit D). The proposed MLD will accomplish the following: a) split the 1.039-acre site into three (3) parcels; b) dedicate seventeen (17) feet of right-of-way (comprising 0.085 acres) along 127th Avenue and thirty-four (34) feet of right-of-way (comprising 0.185 acres) along Pioneer Street bringing the net size of the property to 0.77 acres; and c) dedicate an eight (8) foot public utility easement (P.U.E.) along both 127th Avenue and Pioneer Street. These dedications will facilitate the future development of new residential homes on each lot.

Public notification is not required for Minor Land Division applications.

ANALYSIS

The proposed Minor Land Division has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property. The proposed Minor Land Division is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations. Approval of the proposed Minor Land Division will dedicate right-of-way and easements necessary to serve the future development of the property.

DISCUSSION:

1. The proposed Minor Land Division is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
2. The condition of approval is reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** Application PL-22-0363 Gastelum Minor Land Division, subject to the following condition of approval:

1. The recorded Minor Land Division shall be in conformance with the Gastelum Minor Land Division date stamped March 24, 2023.

Contact person for document distribution: Catherine Lorbeer

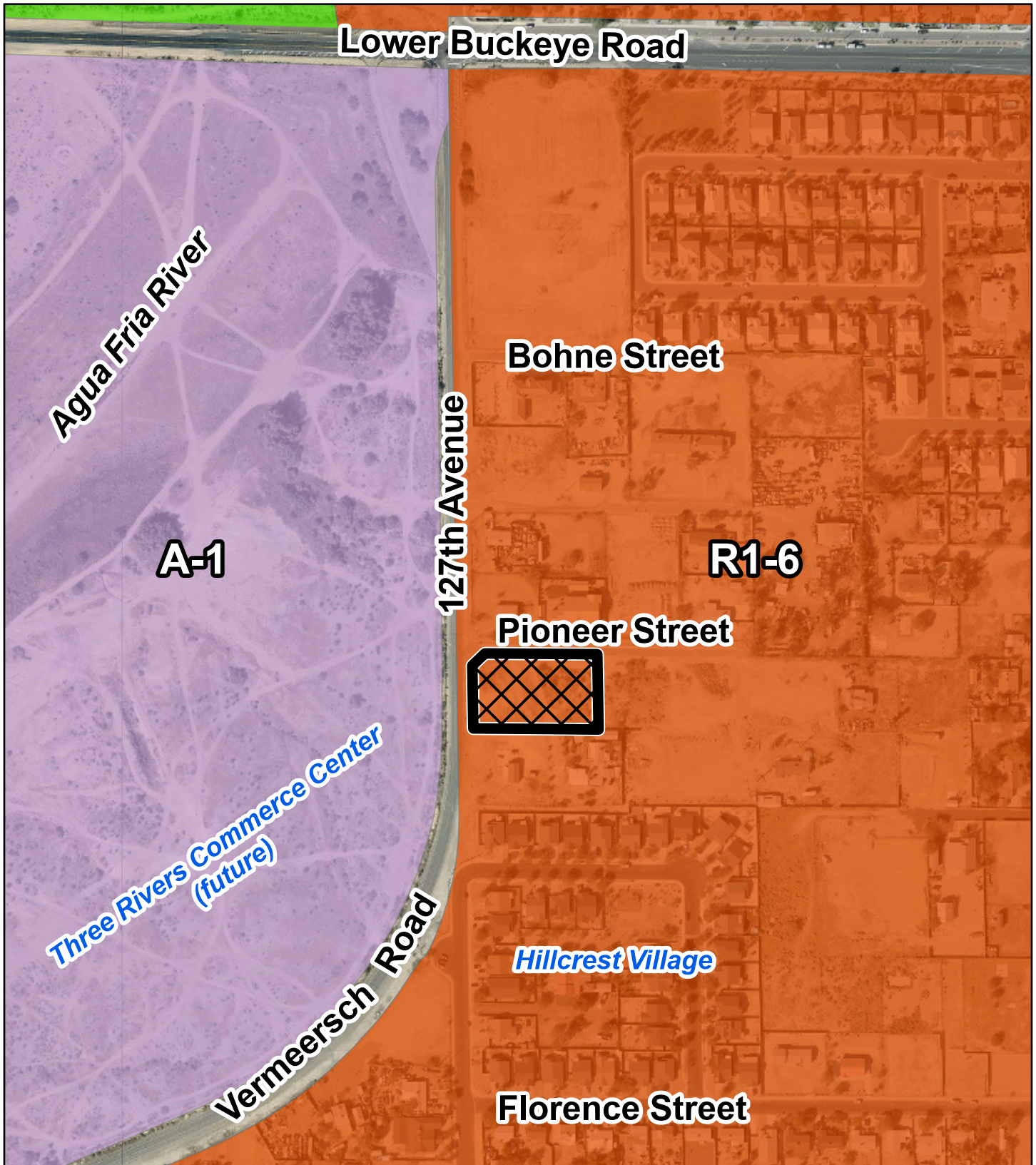


Aerial Map

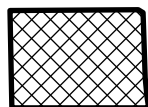


Subject Property



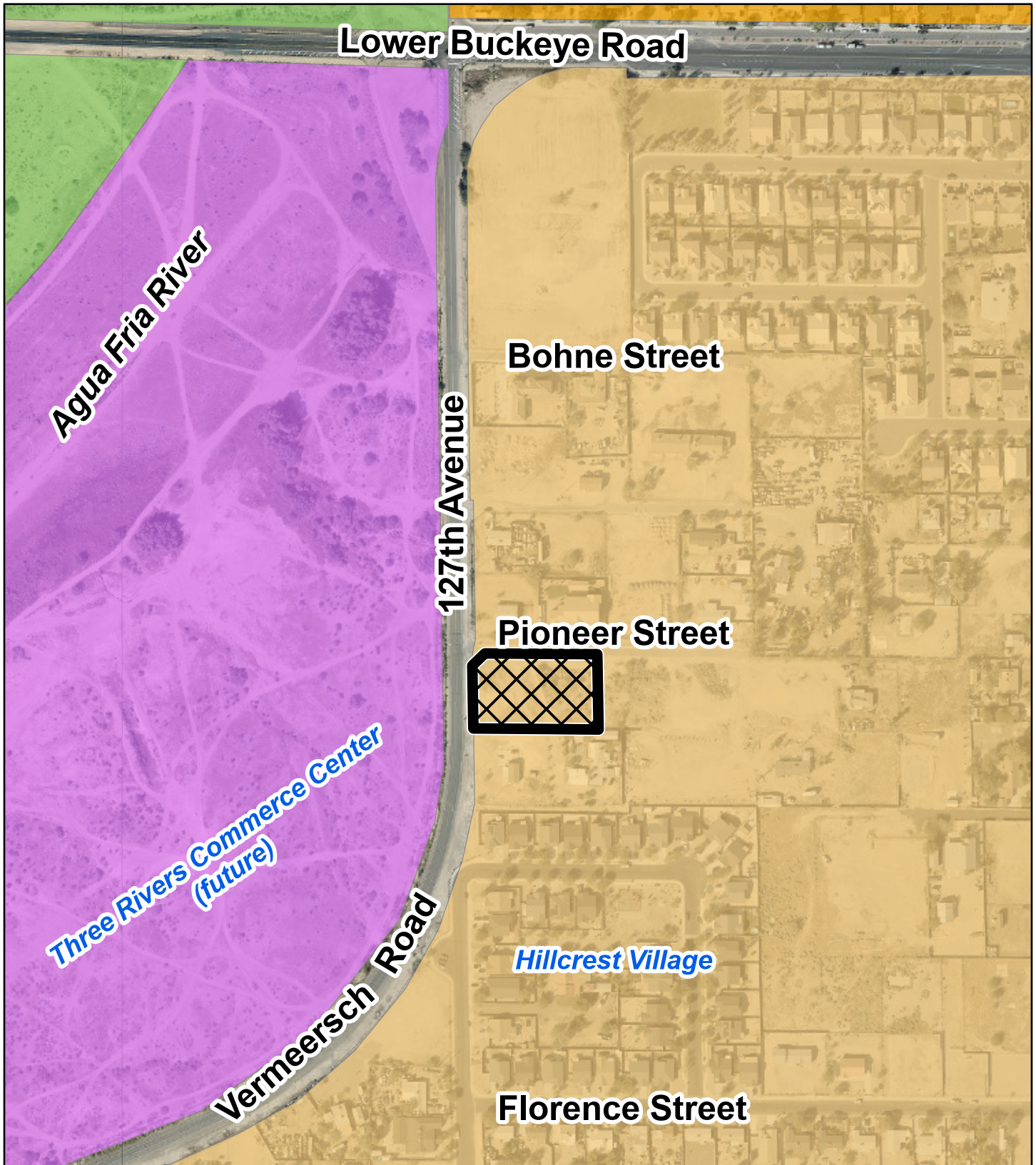


Zoning Vicinity



Subject Property

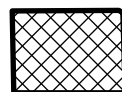




General Plan Land Use



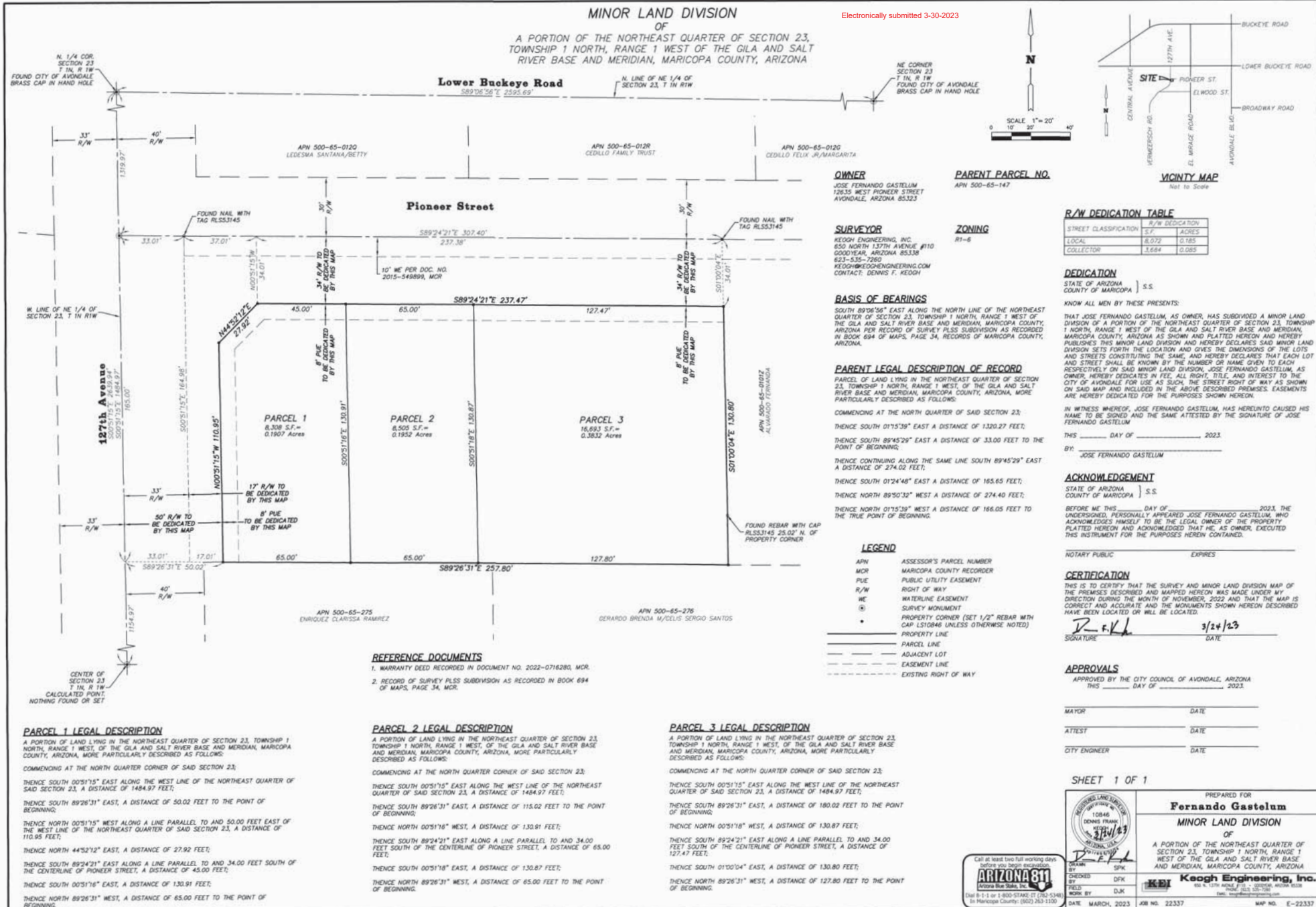
- Mixed Use
- Estate/Low Density Residential



Subject Property



Electronically submitted 3-30-2023



CITY COUNCIL REPORT

SUBJECT: Alamar Phase 8 - Final Plat - Application PL-22-0360

MEETING DATE: 6/26/2023

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) 333-1011

STRATEGIC PLAN:

STRATEGIC OUTCOME: Creative and Sustainable Community Development

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

PURPOSE:

City Council will consider a request to: (a) approve Application PL-22-0360, a request by Frank Koo of Wood, Patel & Associates for approval of a Final Plat, reconfiguring two parcels and a portion of a third parcel into 3 lots with required public right-of-way, public utility easements, and access easements for a total platted area of 31.46 net acres, the property is located at the southeast corner of Elwood Street and El Mirage Road; and (b) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The City Council will take appropriate action.

BACKGROUND:

The vacant subject property includes Assessor Parcel Numbers (APNs) 500-66-007L, 500-66-007S, and part of 500-66-007H and is located at the southeast corner of Elwood Street and El Mirage Road (Exhibit A). The property was annexed into the City's corporate limits on May 20, 2018 (Ordinance No. 1652-518). A Site Plan and Design Review (PL-22-0271) has been administratively approved for the proposed Alamar Phase 8, a build-to-rent community with 102 one- and two-story single-family detached units and 133 two-story townhome units for a total of 235 residential units.

The subject site is designated by the General Plan 2030 Land Use Map as Medium Density Residential (Exhibit C), a land use category providing a suburban lifestyle with planned detached single-family residential communities with larger setbacks and neighborhood facilities. Churches, parks, trails and other open space amenities, and public facilities are permitted in this category. In the overall Alamar area, the residential land use designation functions under a blended density plan and within an overall unit cap of 4,036.

The zoning designation of the property is Alamar Planned Area Development (PAD) (Exhibit B), which provides a range of residential densities and limited commercial areas. The proposed residential uses have been organized into five specific categories that range from low density residential to high density residential. Because of the intensity of use, high density residential has been limited to certain areas of the community and includes the Alamar Phase 8 parcels.

The total Alamar PAD zoning area is approximately 1,130 gross acres and is bordered by Avondale Boulevard

on the east, Dysart Road on the west, Illini Street alignment on the north (approximately 3/4 miles south of Lower Buckeye Road), and along the Sunland Avenue/channel alignment to the south (1/4 miles north of Southern Avenue).

The existing land uses and zoning of surrounding properties include:

NORTH: Existing single-family developments including Cantada Ranch, zoned PAD.

EAST: SRP switchyard and some areas that are currently being utilized for agriculture, zoned RR-43, PAD.

SOUTH: Alamar Park, zoned PAD.

WEST: El Mirage Road, then Alamar and existing single-family residential homes in the Las Ligas neighborhood, zoned PAD, R1-6.

SUMMARY OF REQUEST:

The applicant is requesting approval of the Alamar Phase 8 Final Plat (Exhibit D). The proposed Final Plat reconfigures two parcels and a portion of a third parcel into three (3) lots, including a twenty (20) foot wide private water easement, a fifteen (15) foot wide right-of-way, and an eight (8) foot wide sidewalk and public utility easement along Elwood Street, for a total platted area of 31.46 net acres. Other required public right-of-way, public utility easements, and access easements are already recorded and in place. An eight (8) foot wide electrical easement will be dedicated by a separate instrument.

PUBLIC PARTICIPATION:

Public notification is not required for Final Plat applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Final Plat applications.

ANALYSIS:

The proposed Final Plat has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property. The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.

DISCUSSION:

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

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** application PL-22-0360 Alamar Phase 8 Final Plat.

Contact person for document distribution: Catherine Lorbeer

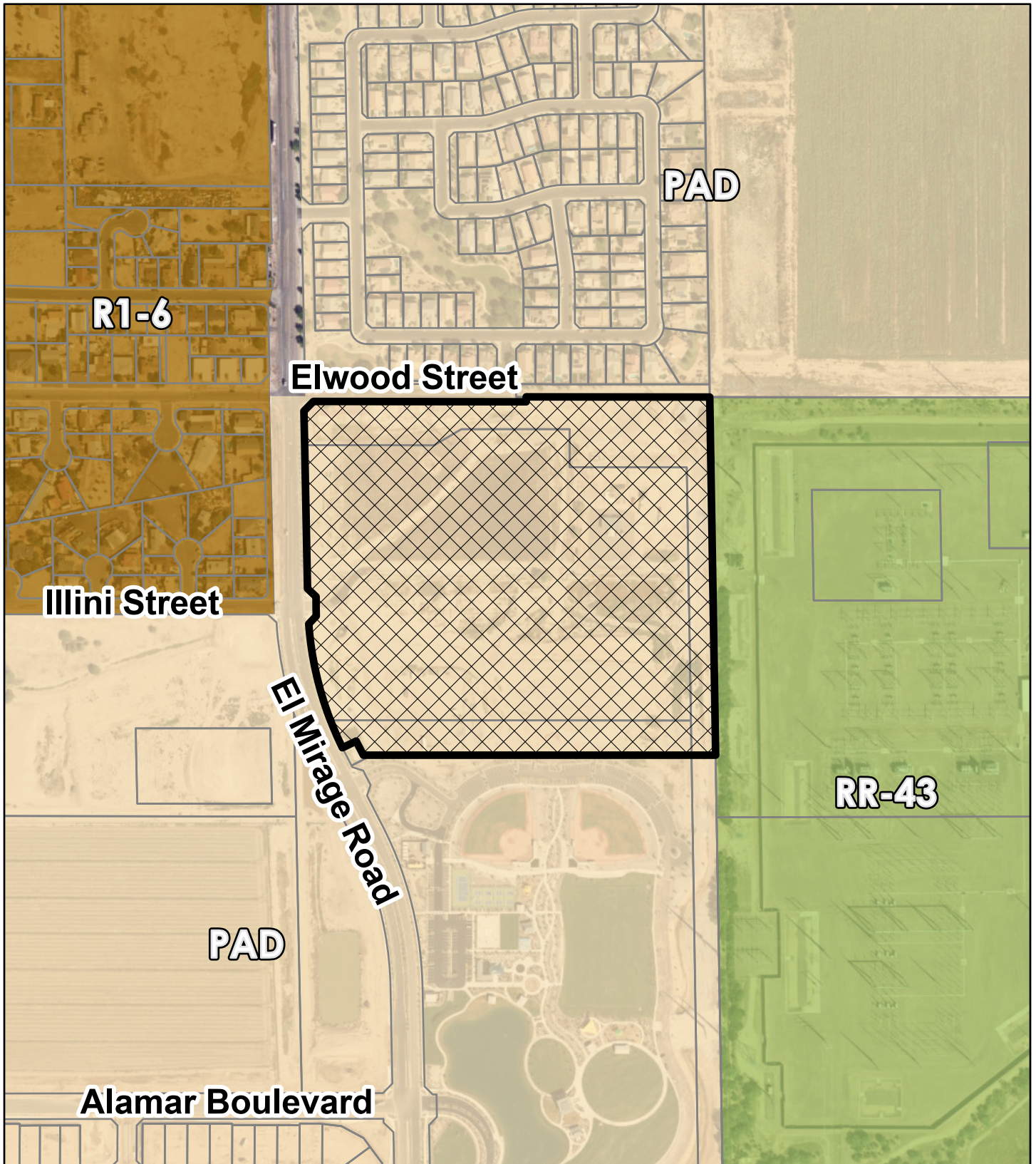


Aerial Map

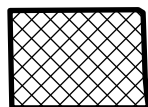


Subject Property



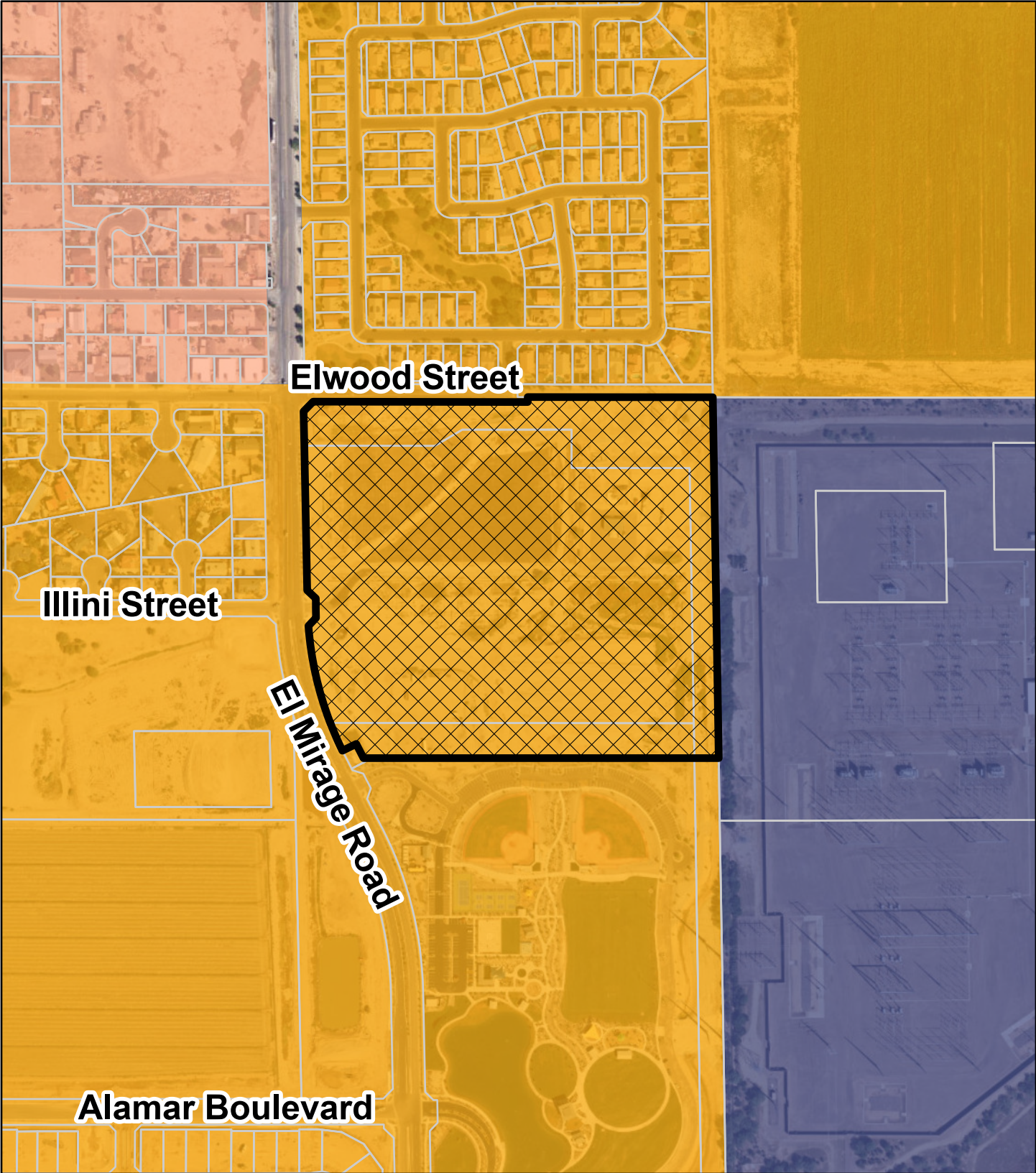


Zoning Vicinity



Subject Property





General Plan Land Use



Avondale

Estate / Low Density Residential

Medium Density Residential

Medium/High Density Residential

Subject Property





Wood, Patel & Associates, Inc.
Civil Engineering
Water Resources
Land Survey
Construction Management
602.335.8500
www.wcpatel.com

FINAL PLAT
ALAMAR - PHASE 8
AVONDALE, ARIZONA



CHECKED BY: BJD
CAD TECHNICIAN: JKP
SCALE: NTS
DATE: 03/22/2023
JOB NUMBER: WPF174612.0
SHEET: 1 OF 4

Exhibit D - Alamar Phase 8 Final Plat
Electronically submitted 04-13-2023

FINAL PLAT ALAMAR - PHASE 8

A PORTION OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF
THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

KNOW ALL MEN BY THESE PRESENTS:

THAT EMPIRE WEST TITLE AGENCY, LLC D/B/A THOMAS TITLE & ESCROW, AN ARIZONA LIMITED LIABILITY COMPANY, ACTING NOT IN ITS CORPORATE CAPACITY BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. 1305TRTAZ ("TRUSTEE"), ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION (THE ASSOCIATION), AND BROOKFIELD LAKIN, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("BROOKFIELD"), AS OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HAVE SUBDIVIDED UNDER THE NAME OF "ALAMAR - PHASE 8", A PORTION OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "ALAMAR-PHASE 8" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF ALL LOTS, EASEMENTS, AND THE STREET CONSTITUTING THE SAME, AND THAT EACH LOT AND THE STREET SHALL BE KNOWN BY THE NUMBER, LETTER AND NAME GIVEN EACH RESPECTIVELY, AND THAT TRUSTEE, THE ASSOCIATION AND BROOKFIELD, AS OWNERS, SUBJECT TO THE RESERVATION SET FORTH BELOW, HEREBY DEDICATES TO THE CITY OF AVONDALE IN FEE FOR USE AS SUCH THE STREET AND ALL AREAS IDENTIFIED AS RW OR RIGHT-OF-WAY.

THE PUBLIC UTILITY EASEMENTS (PUE), SEWER EASEMENT (SE), SIDEWALK EASEMENT (SWE) AND ACCESS EASEMENT (AE) ARE PERPETUAL AND NON-EXCLUSIVE AND ARE DEDICATED TO THE CITY OF AVONDALE FOR USE AS SUCH.

THE PRIVATE WATER EASEMENT (PWE) IS PERPETUAL AND EXCLUSIVE AND IS DEDICATED TO ALAMAR COMMUNITY ASSOCIATION, INC., FOR USE AS SUCH.

IN WITNESS WHEREOF:

EMPIRE WEST TITLE AGENCY, LLC D/B/A THOMAS TITLE & ESCROW, AN ARIZONA LIMITED LIABILITY COMPANY, ACTING NOT IN ITS CORPORATE CAPACITY BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. 1305TRTAZ, THE ASSOCIATION AND BROOKFIELD, AS OWNERS OF THE LAND DESCRIBED HEREIN, HAVE CAUSED THEIR NAMES TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED AUTHORIZED REPRESENTATIVE. THE NAMES AND ADDRESSES OF THE BENEFICIARIES OF THOMAS TITLE & ESCROW TRUST NO. 1305TRTAZ ARE SET FORTH IN THE INSTRUMENT RECORDED AS INSTRUMENT NO. 2019-0592936, M.C.R.:

BY: EMPIRE WEST TITLE AGENCY, LLC D/B/A THOMAS TITLE & ESCROW, AN ARIZONA LIMITED LIABILITY COMPANY, ACTING NOT IN ITS CORPORATE CAPACITY BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. 1305TRTAZ

BY: _____

NAME: _____

TITLE: _____

BY: ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION

BY: _____

NAME: _____

TITLE: _____

BY: BROOKFIELD LAKIN, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

BEFORE ME THIS _____ DAY OF _____, 20____, PERSONALLY
APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED SELF

TO BE THE _____ OF EMPIRE WEST TITLE AGENCY, LLC D/B/A
THOMAS TITLE & ESCROW, AN ARIZONA LIMITED LIABILITY COMPANY, ACTING NOT IN ITS
CORPORATE CAPACITY BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. 1305TRTAZ, AND

ACKNOWLEDGE THAT _____ AS _____, EXECUTED
THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

EXPIRES

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

BEFORE ME THIS _____ DAY OF _____, 20____, PERSONALLY
APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED SELF

TO BE THE _____ OF ALAMAR COMMUNITY ASSOCIATION, INC., AN
ARIZONA NON-PROFIT CORPORATION

AND ACKNOWLEDGE THAT _____ AS _____, EXECUTED
THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

EXPIRES

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

BEFORE ME THIS _____ DAY OF _____, 20____, PERSONALLY
APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED SELF

TO BE THE _____ OF BROOKFIELD LAKIN LLC, A DELAWARE LIMITED
LIABILITY COMPANY, AND

ACKNOWLEDGE THAT _____ AS _____, EXECUTED
THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

EXPIRES

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

BEFORE ME THIS _____ DAY OF _____, 20____, PERSONALLY
APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED SELF

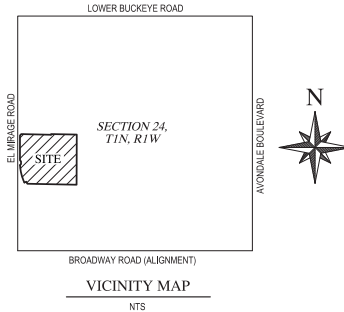
TO BE THE _____ OF BROOKFIELD LAKIN LLC, A DELAWARE LIMITED
LIABILITY COMPANY, AND

ACKNOWLEDGE THAT _____ AS _____, EXECUTED
THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

EXPIRES



ROW DEDICATION		
STREET CLASSIFICATION	AREA SQUARE FEET	AREA ACRES
LOCAL	10,407	0.2389

APPROVALS & ACCEPTANCE OF DEDICATION

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

THIS _____ DAY OF _____, 20____.

MAYOR _____ DATE _____

ATTEST: CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

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

NATIONAL GEODETIC SURVEY CONTROL POINT H395, PD OV0444, LOCATED
AT THE NORTHWEST CORNER OF EL MIRAGE ROAD AND BROADWAY ROAD,
HAVING AN ELEVATION OF 939.03', NAVD83 DATUM.

BASIS OF BEARING

BASIS OF BEARING IS S89°37'21"E ALONG THE SOUTH LINE OF THE SOUTHWEST
QUARTER OF SECTION 24, T1N, R1W, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA.

OWNER

EMPIRE WEST TITLE AGENCY, LLC
7195 E. CAMELBACK RD., SUITE 105
SCOTTSDALE, ARIZONA 85251

OWNER

ALAMAR COMMUNITY ASSOCIATION, INC.
14646 N. KIERLAND BOULEVARD, SUITE 105
SCOTTSDALE, ARIZONA 85254

OWNER/DEVELOPER

BROOKFIELD LAKIN, LLC
14646 N. KIERLAND BOULEVARD, SUITE 105
SCOTTSDALE, ARIZONA 85254
PHONE: (602) 955-7509
CONTACT: MR. ROGER THEIS

SHEET INDEX

1- COVER SHEET
2- EXISTING PARCELS
3&4- PROPOSED PARCELS,
TABLES & LEGEND

ENGINEER & SURVEYOR

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
CONTACT: MR. FRANK KOO, P.E.

NOTES

- THE LAND DESCRIBED HEREIN IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND OTHER PROVISIONS CONTAINED IN THAT CERTAIN COMMUNITY CHARTER FOR ALAMAR (THE "CHARTER") RECORDED AS INSTRUMENT NO. 2018-0884210, MCR, AS SAME MAY BE AMENDED FROM TIME TO TIME. PURSUANT TO THE CHARTER, THE ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION (THE "COMMUNITY ASSOCIATION") WAS FORMED TO, AMONG OTHER THINGS, GOVERN THE USE AND MAINTENANCE OF ALL PORTIONS OF THE "COMMUNITY" AS DEFINED IN THE CHARTER. ALL OWNERS OF LOTS SHALL BE MEMBERS OF THE COMMUNITY ASSOCIATION.
- ALL LANDSCAPING WITHIN AND ADJACENT TO PUBLIC RIGHT-OF-WAY (INCLUDING MEDIANS) AND PUBLIC EASEMENTS IS TO BE MAINTAINED BY ALAMAR COMMUNITY ASSOCIATION, INC. PURSUANT TO A LANDSCAPE MAINTENANCE AGREEMENT TO BE ENTERED INTO WITH THE CITY AS CONTEMPLATED BY THE PRE-ANNEXATION DEVELOPMENT AGREEMENT DATED MAY 21, 2016, RECORDED AS INSTRUMENT NO. 2018-0425102, MCR.
- CONSTRUCTION WITHIN UTILITY EASEMENT, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING AND MUST BE IN CONFORMANCE WITH THE CHARTER.
- EXISTING OVERHEAD UTILITIES LESS THAN 69KV SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
- NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
- GROSS AREA OF SUBDIVISION IS 1,381,001 SQUARE FEET OR 31.7034 ACRES, MORE OR LESS.
- ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 3 04013C2169N DATED SEPTEMBER 18, 2020, MAP 04013C2170M DATED NOVEMBER 4, 2015, THE SUBJECT PROPERTY IS LOCATED IN SPECIAL FLOOD AREA ZONE X AND ZONE X (SHADED).

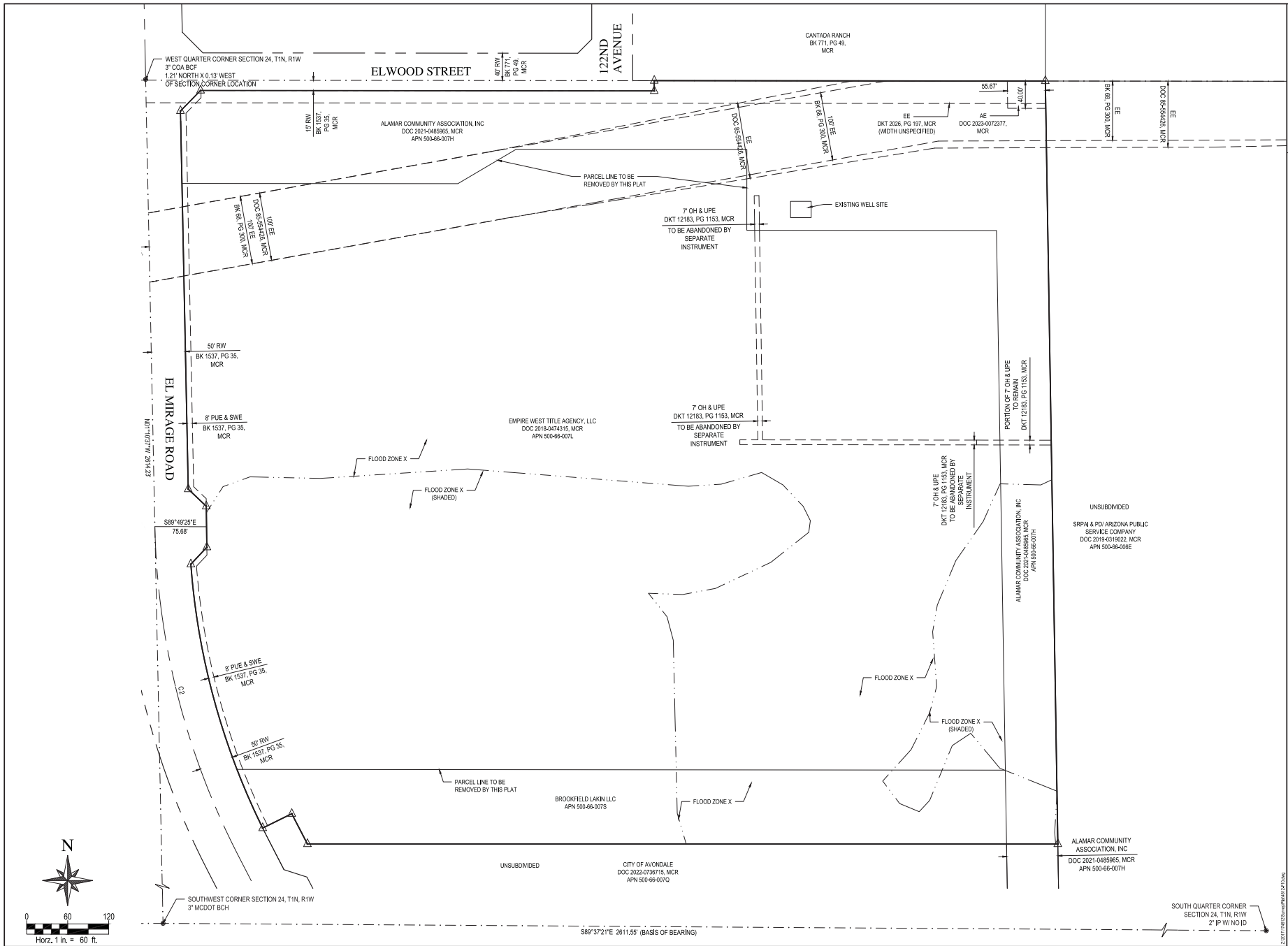
SPECIAL FLOOD AREA ZONE X IS DESCRIBED AS: "0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE."
- SPECIAL FLOOD AREA ZONE X (SHADED) IS DESCRIBED AS: "AREA WITH REDUCED FLOOD RISK DUE TO LEVEE."
- ALL CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED, BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT AT THE TIME OF CONSTRUCTION. A RECORD OF SURVEY WILL BE FILED FOR RECORD IN THE OFFICE OF THE MARICOPA COUNTY RECORDER UPON COMPLETION OF SETTING MONUMENTS.
- ALL MEASUREMENTS ARE THE SAME AS RECORD UNLESS OTHERWISE NOTED. ALL FOUND MONUMENTS ARE WITHIN ACCEPTABLE TOLERANCES PER ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS, UNLESS OTHERWISE NOTED.
- LOT 1 CONSTITUTES A "LOT" FOR PURPOSES OF SECTION 10.3 OF THE DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND INTERGOVERNMENTAL AGREEMENT (LAKIN COMMUNITY FACILITIES DISTRICT), RECORDED AS DOCUMENT NO. 2018-0799912 ON OCTOBER 25, 2018.
- 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.
- NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.

CERTIFICATION

I, BRIAN J. DIEHL, OF WOOD, PATEL & ASSOCIATES, INC., HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA. THAT THIS MAP OR PLAT CONSISTING OF FOUR (4) SHEETS REPRESENTS A SURVEY PERFORMED BY WOOD, PATEL & ASSOCIATES, INC., DURING THE MONTH OF MARCH OF 2022; THAT THE SURVEY IS CORRECT AND ACCURATE; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BRIAN J. DIEHL, RLS 23945
WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021
(602) 335-8500
SURVEYOR@WOODPATEL.COM

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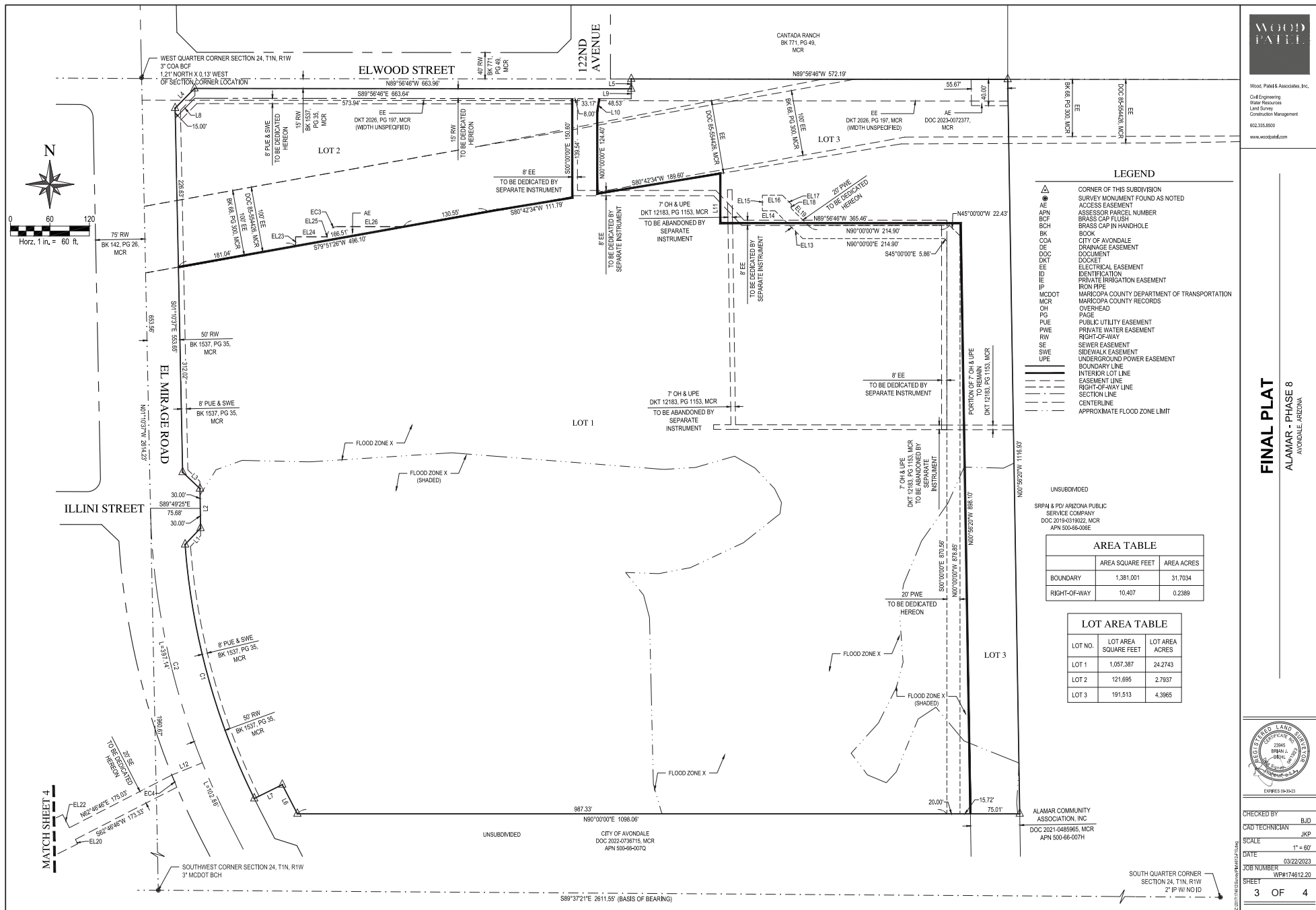
WOOD PATRICK

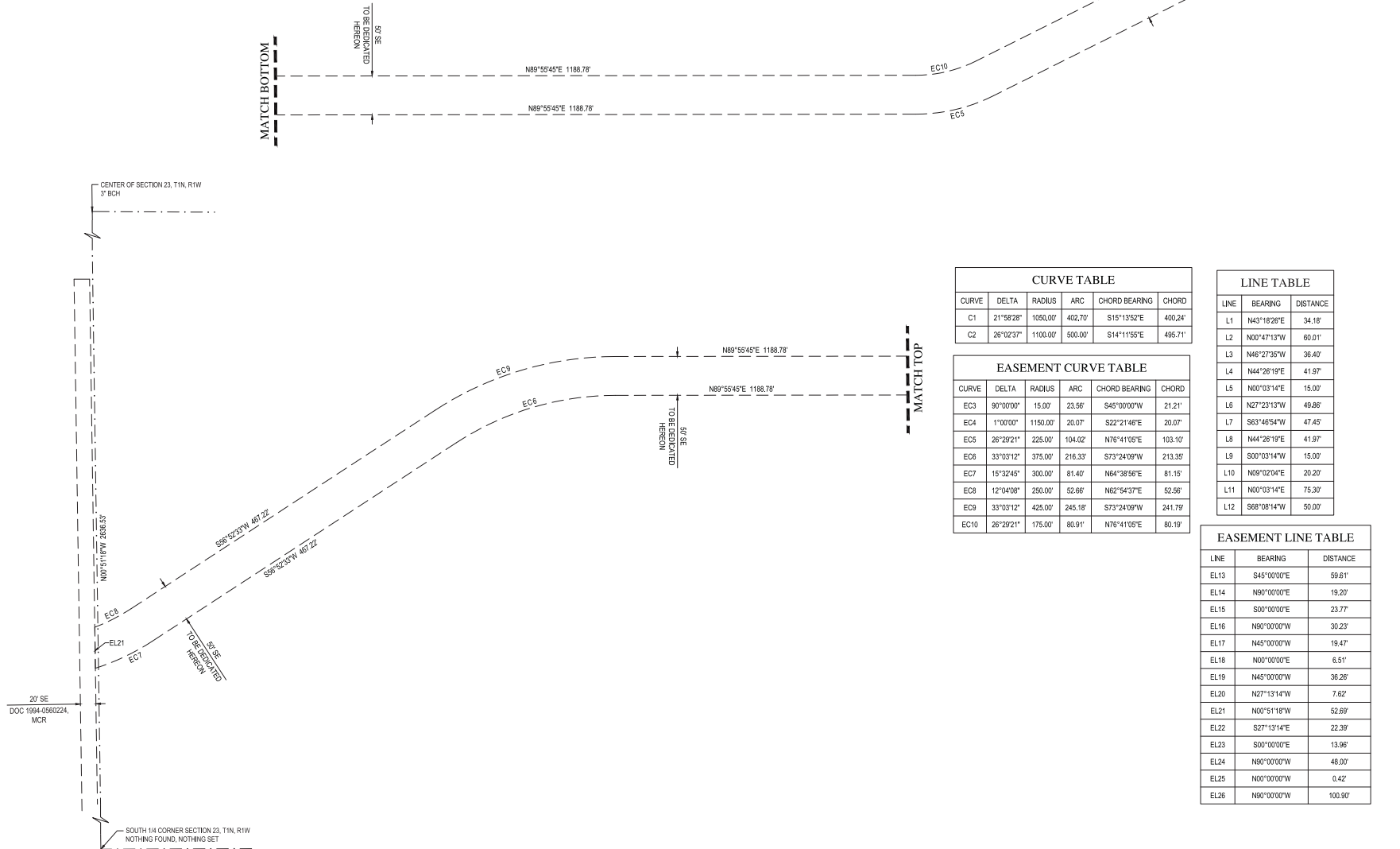
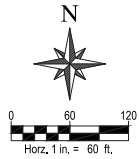
Wood, Patrick & Associates, Inc.
Civil Engineering
Water Resources
Land Survey
Construction Management
902.316.8500
www.woodpatrick.com

FINAL PLAT
ALAMAR - PHASE 8
AVONDALE, ARIZONA



CHECKED BY	BJD
CAD TECHNICIAN	JKP
SCALE	1" = 60'
DATE	03/22/2023
JOB NUMBER	WPH174612.20
SHEET	2 OF 4





CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	21°58'28"	1050.00'	402.70'	S15°13'52"E	400.24'
C2	26°02'37"	1100.00'	500.00'	S14°11'55"E	495.71'

EASEMENT CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
EC3	90°00'00"	15.00'	23.56'	S45°00'00"W	21.21'
EC4	1°00'00"	1150.00'	20.07'	S22°21'46"E	20.07'
EC5	26°29'21"	225.00'	104.02'	N76°41'05"E	103.10'
EC6	33°03'12"	375.00'	216.33'	S73°24'09"W	213.35'
EC7	15°32'45"	300.00'	81.40'	N64°38'56"E	81.15'
EC8	12°04'08"	250.00'	52.69'	N62°54'37"E	52.56'
EC9	33°03'12"	425.00'	245.18'	S73°24'09"W	241.79'
EC10	26°29'21"	175.00'	80.91'	N76°41'05"E	80.19'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N43°16'28"E	34.18'
L2	N00°47'13"W	60.01'
L3	N46°27'35"W	36.40'
L4	N44°26'19"E	41.97'
L5	N00°03'14"E	15.00'
L6	N27°23'13"W	49.86'
L7	S63°46'54"W	47.45'
L8	N44°26'19"E	41.97'
L9	S00°03'14"W	15.00'
L10	N09°02'04"E	20.20'
L11	N00°03'14"E	75.30'
L12	S68°08'14"W	50.00'

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
EL13	S45°00'00"E	59.61'
EL14	N60°00'00"E	19.20'
EL15	S00°00'00"E	23.77'
EL16	N60°00'00"W	30.23'
EL17	N45°00'00"W	19.47'
EL18	N00°00'00"E	6.51'
EL19	N45°00'00"W	36.26'
EL20	N27°13'14"W	7.62'
EL21	N00°51'18"W	52.69'
EL22	S27°13'14"E	22.39'
EL23	S00°00'00"E	13.96'
EL24	N60°00'00"W	48.00'
EL25	N00°00'00"W	0.42'
EL26	N60°00'00"W	100.90'



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www.woodpatrick.com

FINAL PLAT
ALAMAR - PHASE 8
AVONDALE, ARIZONA



CHECKED BY: BJD
CAD TECHNICIAN: JKP
SCALE: 1" = 60'
DATE: 03/22/2023
JOB NUMBER: WPM174612.20
SHEET: 4 OF 4

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CITY COUNCIL REPORT

SUBJECT: Sola Communities at Rio Bonita - Final Plat - PL-22-0275

MEETING DATE: 6/26/2023

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) 333-1011

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Creative and Sustainable Community Development

STRATEGY: Encourage build-out in residential housing opportunities that support diverse housing options

PURPOSE:

City Council will consider a request by Mario Mangiamiele, AICP with Iplan Consulting, for approval of a Final Plat on property located at the northwest corner of El Mirage and Indian School roads. The proposed Final Plat subdivides the property into 219 residential townhome units and includes required public right-of-way and public utility easements, easements to be dedicated by separate instrument, and tracts for private access ways, utilities, drainage, landscaping, well sites, and commercial property. The total platted area is 25.50 acres. The City Council will take appropriate action.

BACKGROUND:

The property is located at the northwest corner of El Mirage and Indian School roads (Exhibits A and B). The 25.50 acre site is undeveloped. The property was Rezoned from Rio Crossing PAD to the Rio Bonita PAD on January 22, 2019 (via case PL-18-0153), to allow for a townhome development. The development includes 219 attached residential units centered around a large park amenity. The project included a 5.9-acre future commercial parcel at the immediate northwest corner of El Mirage and Indian School roads.

The Rezoning approval included conditions requiring half-street right-of-way improvements along both arterial streets, El Mirage and Indian School roads, maintaining an existing well site, and dedicating land for a future well site. All required off-site improvements must be completed in the first phase of development, which is proposed to be the townhouse component.

The plat includes the dedication of an 8-foot public utility easement along both El Mirage and Indian School roads. An additional 10-foot of public right-of-way along Indian School Road to achieve a 65-foot wide half-street width and a 24-foot Roosevelt Irrigation District (RID) easement to be dedicated by a separate instrument along Indian School Road. For El Mirage Road, a 24-foot Roosevelt Irrigation District (RID) easement to be dedicated by a separate instrument is needed and an additional 8 feet of public right-of-way to achieve a 65-foot wide half-street width.

The existing uses and zoning of surrounding properties include:

NORTH: The Rio Crossing single-family residential development zoned PAD

WEST: The Wigwam Creek single-residential development in Maricopa County zoned R1-6

SOUTH: The Indian School Crossing commercial offices and commercial uses including a restaurant zoned C-2

EAST: Vacant undeveloped property zoned C-2 and a storage facility zoned A-1

SUMMARY OF REQUEST:

The Applicant is requesting approval of the Sola Communities at Rio Bonita Final Plat (Exhibit C). The proposed Final Plat subdivides the property into 219 residential townhome units and includes required public right-of-way and public utility easements, easements to be dedicated by separate instrument, and tracts for private access ways, utilities, drainage, landscaping, well sites, and commercial property. The total platted area is 25.50 acres.

PUBLIC PARTICIPATION:

Public notification is not required for Final Plat applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Final Plat applications.

DISCUSSION:

The proposed Final Plat has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property. The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.

BUDGET IMPACT:

No budget impacts

RECOMMENDATION:

City Council **APPROVE** application PL-22-0257 Sola Communities at Rio Bonita Final Plat subject to one (1) condition of approval.

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

Contact person for document distribution: Jodie Novak, Catherine Lorbeer

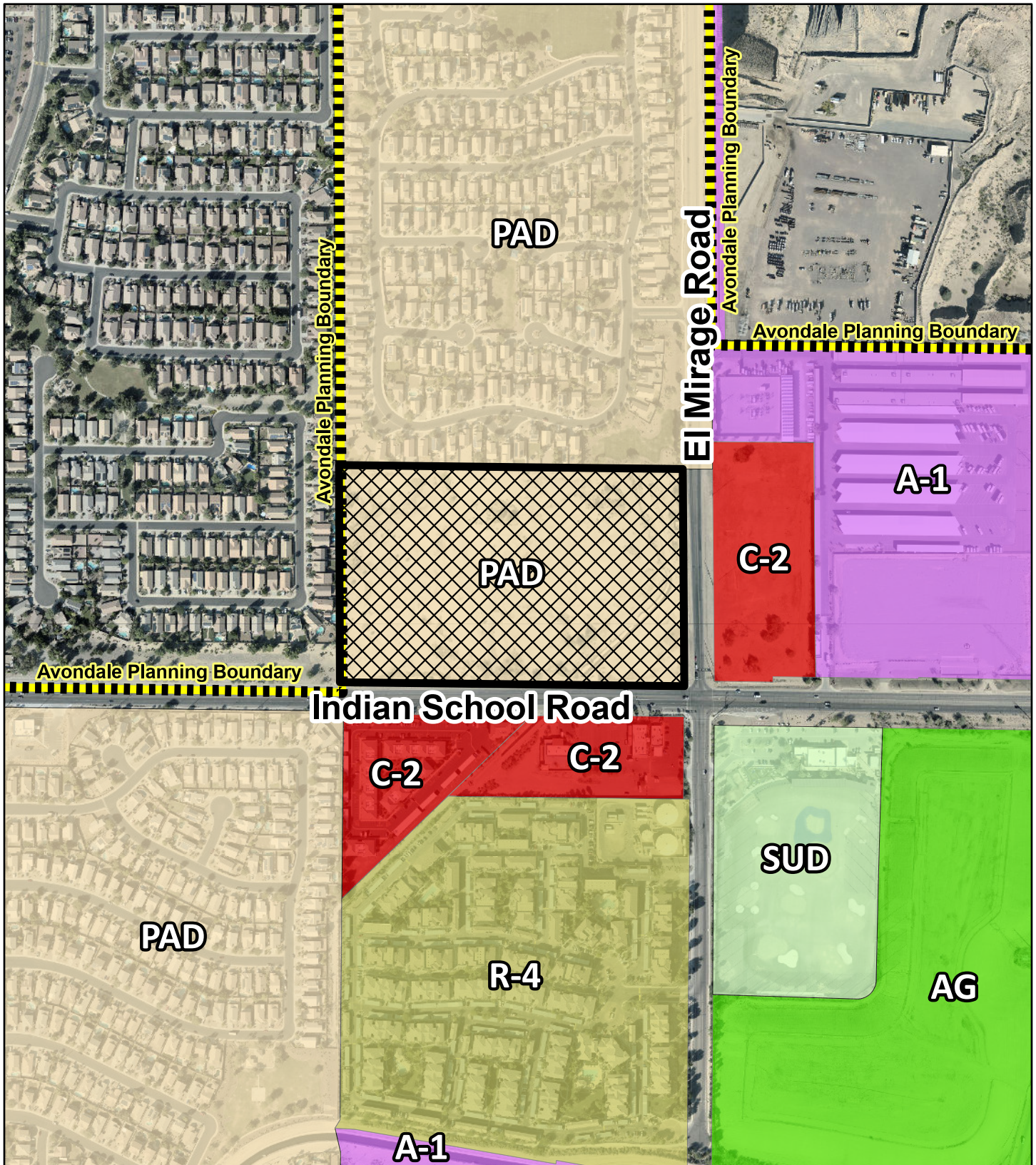


Aerial Map

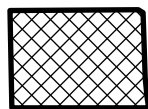


Subject Property





Zoning Vicinity



Subject Property



DEDICATION

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

CBC RIO BONITA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND PRESTIGE PARTNERS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNERS, HAVE SUBDIVIDED UNDER THE NAME OF "SOLA COMMUNITIES AT RIO BONITO" A PORTION OF THE SOUTHEAST 1/4 OF SECTION 23, T.2N., R.1W. OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "RIO BONITO" A SUBDIVISION OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON. THE TRACTS, STREETS AND EASEMENTS CONSTITUTING THE SAME, AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER OR SYMBOL DESIGNATED THEREON. THE OWNERS OF SAID TRACTS, STREETS AND EASEMENTS HEREBY RESERVE IN FULL THE RIGHT OF REFUSE COLLECTION, DRAINAGE, PUBLIC UTILITIES AND FOR EMERGENCY AND SERVICE TYPE VEHICLE ACCESS IS HEREBY DEDICATED TO THE PUBLIC OVER TRACT "A".

TRACT "A" IS HEREBY DECLARED AS A PRIVATE DRIVE TO BE MAINTAINED BY CBC RIO BONITA, LLC. THE WATER AND SEWER LINES IN TRACT "A" WILL BE MAINTAINED BY CBC RIO BONITA, LLC. AN EASEMENT FOR REFUSE COLLECTION, DRAINAGE, PUBLIC UTILITIES AND FOR EMERGENCY AND SERVICE TYPE VEHICLE ACCESS IS HEREBY DEDICATED TO THE PUBLIC OVER TRACT "A". TRACTS "B", "C", "D", "E", "F", "G", "H", "I", "J" AND "K" ARE HEREBY DECLARED AS COMMON AREAS TO BE MAINTAINED BY CBC RIO BONITA, LLC. A LANDSCAPE AND PUBLIC ACCESS EASEMENT IS HEREBY DEDICATED OVER TRACTS "B", "C", "D", "E", "F", "G", "H", "I", "J" AND "K". A PUBLIC UTILITY AND ACCESS EASEMENT IS HEREBY DEDICATED TO THE CITY OF AVONDALE IN TRACT "B".

CBC RIO BONITA, LLC, AS LISTED ABOVE, HEREBY ABANDONS THE 25.00-FOOT ACCESS EASEMENT AS SHOWN HEREON.

THE 8-FOOT PUBLIC UTILITY EASEMENTS ADJACENT TO THE CITY'S RIGHT-OF-WAY ARE TO BE DEDICATED TO THE CITY OF AVONDALE HEREON.

IN WITNESS WHEREOF, CBC RIO BONITA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HERETOFORE CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURE OF ITS _____, HEREUNTO DULY AUTHORIZED THIS ____ DAY OF _____, 2023.

OWNER/AUTHORIZED SIGNER _____

IN WITNESS WHEREOF, PRESTIGE PARTNERS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HERETOFORE CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED TO BY ITS SIGNATURE OF ITS _____, HEREUNTO DULY AUTHORIZED THIS ____ DAY OF _____, 2023.

OWNER/AUTHORIZED SIGNER _____

ACKNOWLEDGMENT

STATE OF INDIANA } S.S.
COUNTY OF SHELBY }

BEFORE ME THIS ____ DAY OF _____, 2023,
PUBLIC, WHO PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO _____ OF _____ THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT _____ AS _____, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

BEFORE ME THIS ____ DAY OF _____, 2023,
PUBLIC, WHO ACKNOWLEDGED HIMSELF TO _____ OF _____ THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT _____ AS _____, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____

FINAL PLAT

FOR

"SOLA COMMUNITIES AT RIO BONITO"

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 23, T.2N., R.1W.

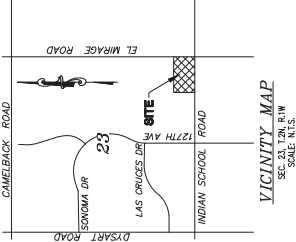
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNER / DEVELOPER
CBC RIO BONITA, LLC,
365 ROUTE 54, SUITE 110
PHOENIX, AZ 85018
CONTACT: BEZAEEL WAGNER

OWNER / DEVELOPER
PRESTIGE PARTNERS, LLC,
3033 N. 44TH STREET, STE 250
PHOENIX, AZ 85018
CONTACT: GARRETT PETERSON

LAND SURVEYOR

ENTELLUS, INC.
1277TH AVE
PHOENIX, AZ 85018
PHONE: 602-244-2566 RLS 53874
EMAIL: DFRANCISCO@ENTELLUS.COM



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.

BASIS OF BEARING

THE CITY OF AVONDALE COORDINATE SYSTEM, A MODIFICATION OF THE ARIZONA STATE PLAT COORDINATE SYSTEM, IS USED AS THE BASIS OF BEARING. THE PLAT OF THE CITY OF AVONDALE, EPOCH 2010.00, WITH A SCALE FACTOR OF 1.000126 APPLIED AT N 0.000, E 0.000. NO ROTATION APPLIED.

2 POINT METHOD

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 23, T2N, R1W BEARING = NORTH 052° 53' WEST

CITY OF AVONDALE BENCHMARK

BRASS CAP IN CONCRETE FOUND ON THE NORTH BANK OF THE ROOSEVELT BRIGGATION DISTRICT (RD) CANAL, WEST OF EL MIRAGE ROAD, ELEVATION = 1013.09 (NAVD88 DATUM)

SHEET INDEX

SHEET 1 - COVER SHEET
SHEET 2 - LEGEND, AREAS TABLE AND KEY MAP
SHEET 3 - FINAL PLAT
SHEET 4 - FINAL PLAT
SHEET 5 - FINAL PLAT
SHEET 6 - FINAL PLAT

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 _____, 2023

MAYOR _____ DATE _____

ATTEST: CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST 2018; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR SIGNATURE
DANIEL G. FRANCISCO, RLS
REGISTERED LAND SURVEYOR # 33874
ENTELLUS, INC.
3033 N. 44TH STREET, STE 250
PHOENIX, AZ 85018
PHONE: 602-244-2566
EMAIL: DFRANCISCO@ENTELLUS.COM



Daniel G. Francisco

PL-22-0275 Final Plat date stamped June 1, 2023

DEDICATIONS OF NEW RIGHT OF WAY		
R/W	AREA(S)	AREA(AC)
EL MIRAGE	1557.97	0.0358
INDIAN SCHOOL ROAD	8376.09	0.1923



Daniel G. Francisco

VERSIONS:	
X	DATE DESCRIPTION
1	08/12/22 INITIAL SUBMITTAL AVONDALE
2	11/08/22 2ND SUBMITTAL AVONDALE
3	07/12/23 3RD SUBMITTAL AVONDALE
4	05/25/23 4TH SUBMITTAL AVONDALE

SOLA COMMUNITIES AT RIO BONITO
FINAL PLAT
AVONDALE, AZ 856392

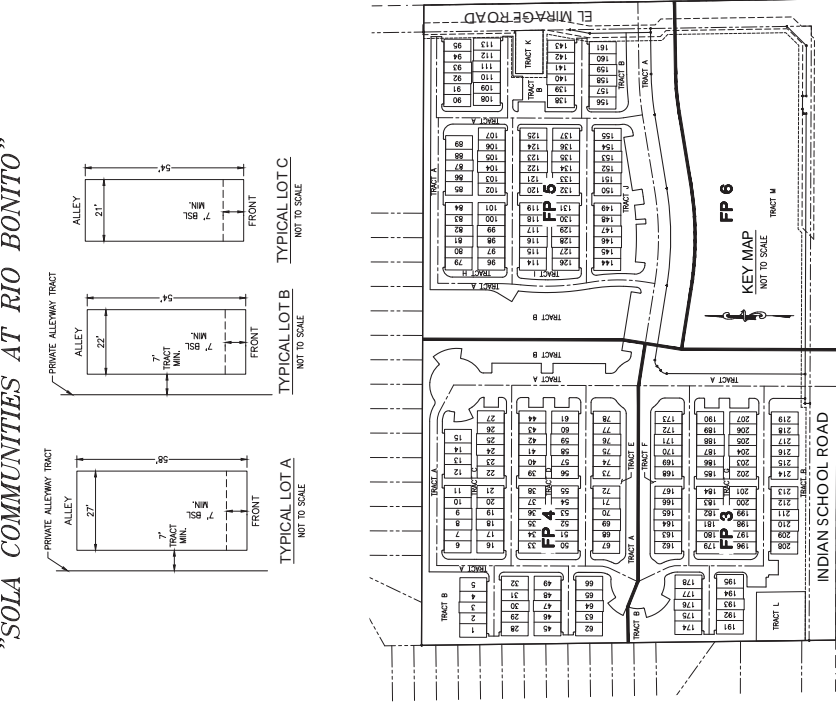
COVER

DATE: 05/23/23
DESIGN: ME
DRAWN: ME
EXT. PROJ. # 100201
SHEET: FP 1 OF 6

FINAL PLAT
FOR
"SOLA COMMUNITIES AT RIO BONITO"

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)	LOT #	AREA(SF)	AREA(AC)	LOT #	AREA(SF)	AREA(AC)	LOT #	AREA(SF)	AREA(AC)
1	1526.82	0.0351	56	1361.82	0.0313	111	1247.71	0.0286	166	1214.58	0.0279
2	1214.58	0.0279	57	1214.58	0.0279	112	1214.58	0.0279	167	1361.82	0.0313
3	1214.58	0.0279	58	1214.58	0.0279	113	1361.82	0.0313	168	1361.82	0.0313
4	1214.58	0.0279	59	1247.71	0.0286	114	1361.82	0.0313	169	1214.58	0.0279
5	1526.82	0.0351	60	1214.58	0.0279	115	1214.58	0.0279	170	1247.71	0.0286
6	1361.82	0.0313	61	1361.82	0.0313	116	1247.71	0.0286	171	1247.71	0.0286
7	1214.58	0.0279	62	1526.82	0.0351	117	1247.71	0.0286	172	1214.58	0.0279
8	1214.58	0.0279	63	1214.58	0.0279	118	1214.58	0.0279	173	1361.82	0.0313
9	1247.71	0.0286	64	1214.58	0.0279	119	1361.82	0.0313	174	1526.82	0.0351
10	1214.58	0.0279	65	1214.58	0.0279	120	1361.82	0.0313	175	1214.58	0.0279
11	1361.82	0.0313	66	1526.82	0.0351	121	1214.58	0.0279	176	1247.71	0.0286
12	1526.82	0.0351	67	1214.58	0.0279	122	1247.71	0.0286	177	1214.58	0.0279
13	1212.29	0.0278	68	1214.58	0.0279	123	1247.71	0.0286	178	1526.82	0.0351
14	1216.87	0.0279	69	1247.71	0.0286	124	1214.58	0.0279	179	1361.82	0.0313
15	1526.82	0.0351	70	1247.71	0.0286	125	1361.82	0.0313	180	1214.58	0.0279
16	1361.82	0.0313	71	1214.58	0.0279	126	1361.82	0.0313	181	1247.71	0.0286
17	1214.58	0.0279	72	1526.82	0.0351	127	1214.58	0.0279	182	1247.71	0.0286
18	1247.71	0.0286	73	1361.82	0.0313	128	1247.71	0.0286	183	1214.58	0.0279
19	1247.71	0.0286	74	1214.58	0.0279	129	1247.71	0.0286	184	1361.82	0.0313
20	1214.58	0.0279	75	1247.71	0.0286	130	1214.58	0.0279	185	1361.82	0.0313
21	1361.82	0.0313	76	1247.71	0.0286	131	1361.82	0.0313	186	1214.58	0.0279
22	1526.82	0.0351	77	1214.58	0.0279	132	1361.82	0.0313	187	1247.71	0.0286
23	1214.58	0.0279	78	1361.82	0.0313	133	1214.58	0.0279	188	1247.71	0.0286
24	1214.58	0.0279	79	1361.82	0.0313	134	1247.71	0.0286	189	1214.58	0.0279
25	1247.71	0.0286	80	1214.58	0.0279	135	1247.71	0.0286	190	1361.82	0.0313
26	1214.58	0.0279	81	1247.71	0.0286	136	1214.58	0.0279	191	1526.82	0.0351
27	1361.82	0.0313	82	1247.71	0.0286	137	1361.82	0.0313	192	1214.58	0.0279
28	1526.82	0.0351	83	1214.58	0.0279	138	1361.82	0.0313	193	1247.71	0.0286
29	1214.58	0.0279	84	1361.82	0.0313	139	1214.58	0.0279	194	1214.58	0.0279
30	1247.71	0.0286	85	1526.82	0.0351	140	1247.71	0.0286	195	1526.82	0.0351
31	1214.58	0.0279	86	1214.58	0.0279	141	1247.71	0.0286	196	1361.82	0.0313
32	1526.82	0.0351	87	1247.71	0.0286	142	1214.58	0.0279	197	1214.58	0.0279
33	1361.82	0.0313	88	1214.58	0.0279	143	1361.82	0.0313	198	1247.71	0.0286
34	1214.58	0.0279	89	1526.82	0.0351	144	1361.82	0.0313	199	1247.71	0.0286
35	1247.71	0.0286	90	1361.82	0.0313	145	1214.58	0.0279	200	1214.58	0.0279
36	1247.71	0.0286	91	1214.58	0.0279	146	1247.71	0.0286	201	1361.82	0.0313
37	1214.58	0.0279	92	1247.71	0.0286	147	1247.71	0.0286	202	1361.82	0.0313
38	1361.82	0.0313	93	1247.71	0.0286	148	1214.58	0.0279	203	1214.58	0.0279
39	1361.82	0.0313	94	1214.58	0.0279	149	1361.82	0.0313	204	1247.71	0.0286
40	1214.58	0.0279	95	1361.82	0.0313	150	1361.82	0.0313	205	1247.71	0.0286
41	1247.71	0.0286	96	1214.58	0.0279	151	1214.58	0.0279	206	1214.58	0.0279
42	1247.71	0.0286	97	1526.82	0.0351	152	1247.71	0.0286	207	1361.82	0.0313
43	1214.58	0.0279	98	1247.71	0.0286	153	1247.71	0.0286	208	1361.82	0.0313
44	1526.82	0.0351	99	1247.71	0.0286	154	1214.58	0.0279	209	1214.58	0.0279
45	1526.82	0.0351	100	1214.58	0.0279	155	1361.82	0.0313	210	1247.71	0.0286
46	1214.58	0.0279	101	1361.82	0.0313	156	1361.82	0.0313	211	1247.71	0.0286
47	1247.71	0.0286	102	1526.82	0.0351	157	1214.58	0.0279	212	1214.58	0.0279
48	1214.58	0.0279	103	1214.58	0.0279	158	1214.58	0.0279	213	1361.82	0.0313
49	1526.82	0.0351	104	1247.71	0.0286	159	1247.71	0.0286	214	1361.82	0.0313
50	1361.82	0.0313	105	1247.71	0.0286	160	1214.58	0.0279	215	1214.58	0.0279
51	1214.58	0.0279	106	1214.58	0.0279	161	1361.82	0.0313	216	1247.71	0.0286
52	1247.71	0.0286	107	1526.82	0.0351	162	1361.82	0.0313	217	1247.71	0.0286
53	1247.71	0.0286	108	1361.82	0.0313	163	1214.58	0.0279	218	1214.58	0.0279
54	1214.58	0.0279	109	1214.58	0.0279	164	1247.71	0.0286	219	1361.82	0.0313
55	1361.82	0.0313	110	1247.71	0.0286	165	1247.71	0.0286			

BOUNDARY AREA TABLE		
BBRY	AREA(SF)	AREA(AC)
RIO BONITO	11097.96	25.5032



DEVELOPMENT STANDARDS		
DEVELOPMENT STANDARDS	AVONDALE R-4 RESIDENTIAL ZONING	RIO BONITA STANDARD
MAXIMUM UNITS ALLOWED	1 UNIT FOR EVERY 1,420 SQ. FT. SITE AREA	210 UNITS
MINIMUM LOT WIDTH	50'	20'
MINIMUM LOT DEPTH	100'	54'
MAXIMUM HEIGHT	45'	45'
MAXIMUM BUILDING COVERAGE	50%	80%
MINIMUM FRONT SETBACK	25'	7'
MINIMUM TOTAL SIDE SETBACK	15'/0.	0'
MINIMUM REAR SETBACK	15'	0'
MINIMUM LOT SIDE SETBACK	25'	7'

NOTES

- ZERO (0) FEET FOR LOTS COMMON WAYS; FIFTEEN (15) FEET FOR LOTS WITH NO COMMON WALLS
- MAY BE REDUCED TO EIGHT (8) FEET FOR BUILDINGS WITH INDIVIDUAL DWELLING UNITS THAT FRONT ON TO A RESIDENTIAL STREET THAT IS A COMMON WAY. THIS REDUCTION SHALL NOT APPLY TO BUILDINGS THAT FRONT ON TO A COMMON WAY THAT IS A SIDEWALK (E.G. TOWNHOMES OR WALK-UP APARTMENTS) AS IT RELATES TO THIS PROVISION. DIRECT ACCESS SHALL BE DEFINED AS THE DIRECT ACCESS FROM A BUILDING TO A COMMON WAY OR TO A RESIDENTIAL STREET FROM THE ENTRANCE OF A RESIDENTIAL UNIT(S). DIRECT ACCESS SHALL NOT REQUIRE PEDESTRIANS TO NAVIGATE THROUGH INTERNAL SIDEWALKS AND DRIVEWAYS TO A CENTRALIZED LOCATION IN ORDER TO ACCESS THE COMMON WAY.

TRACT AREA TABLE		
TRACT	AREA(SF)	USE
TRACT A	261654.32	PRIVATE ACCESS WAY, PUBLIC WATER, SEWER & DRAINAGE
TRACT B	148963.52	LANDSCAPE, DRAINAGE, ACCESS EASEMENT
TRACT C	9559.89	LANDSCAPE, PEDESTRIAN ACCESS
TRACT D	9555.88	LANDSCAPE, PEDESTRIAN ACCESS
TRACT E	7093.40	LANDSCAPE, DRAINAGE, PEDESTRIAN ACCESS
TRACT F	8079.44	LANDSCAPE, DRAINAGE, PEDESTRIAN ACCESS
TRACT G	8897.64	LANDSCAPE, DRAINAGE, PEDESTRIAN ACCESS
TRACT H	8005.96	LANDSCAPE, DRAINAGE, PEDESTRIAN ACCESS
TRACT I	8505.50	LANDSCAPE, DRAINAGE, PEDESTRIAN ACCESS
TRACT J	10733.72	LANDSCAPE, DRAINAGE, PEDESTRIAN ACCESS
TRACT K	4954.84	WELL SITE
TRACT L	10000.00	WELL SITE
TRACT M	209102.26	COMMERCIAL PROPERTY

LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- CENTER LINE
- EASEMENT (ESMT)
- VEHICULAR NON-ACCESS EASEMENT (VNAE)
- EXISTING RIGHT OF WAY
- EXISTING LOT LINE
- ▲ SUBDIVISION CORNER SET 1/2" REBAR WITH CAP RLS 33874
- BRASS CAP MONUMENT PER M.A.G. 120 TYPE A
- BRASS CAP MONUMENT PER M.A.G. 120 TYPE B
- FOUND MONUMENT AS NOTED
- ASSESSOR'S PARCEL NUMBER
- APN
- BOOK
- CL CENTER LINE
- DE DRAINAGE EASEMENT
- L= ARC LENGTH
- MCR MARICOPA COUNTY RECORDER
- P PAGE
- PUE PUBLIC UTILITY ESMIT
- ROW RIGHT OF WAY
- VNAE VEHICLE NON-ACCESS EASEMENT
- WA WATER

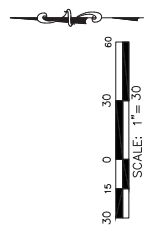
SOLA COMMUNITIES AT RIO BONITO
FINAL PLAT
AVONDALE, AZ 85392
LEGEND, AREAS TABLE AND KEY MAP

DATE:	05/23/23
DESIGN:	ME
DRAWN:	ME
DATE:	05/23/23
BY:	ME
DATE:	05/23/23
BY:	ME
DATE:	05/23/23
BY:	ME



CURVE TABLE						
#	LENGTH	RADIUS	TANGENT	DELTA		
C3	14.01	14.507	7.61	557154		
C4	11.41	55.007	5.78	1137520		
C5	14.01	14.507	7.61	557154		
C6	14.01	9.407	9.407	900700		
C7	2.36	1.567	1.567	900700		
C8	2.36	1.567	1.567	900700		
C9	2.36	1.567	1.567	900700		
C10	2.36	1.567	1.567	900700		
C11	2.36	1.567	1.567	900700		
C12	2.36	1.567	1.567	900700		
C13	14.02	9.507	9.507	900700		
C14	14.02	9.507	9.507	900700		
C15	14.937	9.507	9.507	900700		
C16	2.36	1.567	1.567	900700		
C17	2.36	1.567	1.567	900700		
C18	2.36	1.567	1.567	900700		
C19	2.36	1.567	1.567	900700		
C20	14.937	9.507	9.507	900700		
C21	37.007	37.007	4.72	1432458		
C22	4.61	37.007	2.41	708739		
C23	63.007	63.007	2.45	477137		
C24	18.21	63.007	9.17	163341		
C25	14.937	9.507	9.507	900700		
C26	2.36	1.567	1.567	900700		
C27	2.36	1.567	1.567	900700		
C28	2.36	1.567	1.567	900700		
C29	2.36	1.567	1.567	900700		
C30	2.36	1.567	1.567	900700		
C31	2.36	1.567	1.567	900700		
C32	2.36	1.567	1.567	900700		
C33	2.36	1.567	1.567	900700		
C34	9.407	9.407	9.407	900700		
C35	23.54	16.29	14.36	624809		
C36	2.66	1.567	1.64	1014213		
C37	2.36	1.567	1.567	900700		
C38	2.36	1.567	1.567	900700		
C39	2.36	1.567	1.567	900700		
C40	2.36	1.567	1.567	900700		
C41	9.407	9.407	9.407	900700		
C42	2.36	1.567	1.567	900700		
C43	2.36	1.567	1.567	900700		
C44	2.36	1.567	1.567	900700		
C45	14.937	9.507	9.507	900700		
C46	14.92	9.507	9.507	900700		
C47	14.01	14.507	7.61	557154		
C48	11.09	55.007	5.96	1137502		
C49	55.007	55.007	2.94	678636		
C50	13.24	14.507	7.61	557104		
C51	14.01	14.507	7.61	557154		
C52	9.01	55.007	4.31	937502		
C53	11.54	9.507	6.60	693502		
C54	11.54	9.507	6.60	693502		
C55	30.37	55.007	15.76	370559		
C56	2.36	1.567	1.567	900700		
C57	62.27	75.007	33.05	478917		
C58	2.36	1.567	1.45	478917		
C59	22.31	55.007	16.86	345753		
C60	22.31	55.007	11.34	345753		

LINE TABLE			LINE TABLE		
#	LENGTH	BEARING	#	LENGTH	BEARING
L49	3.16'	S18172.49°E	L57	22.44	N8947.34°W
L50	4.26'	S25217.27°E	L58	22.44	S8947.34°E
L51	4.94'	S25217.27°E	L59	3.00	N0072.26°E
L52	5.00'	S18137.43°E	L60	21.79	N8947.34°W
L53	18.53'	N29006.09°E	L61	9.50	S0072.26°W
L54	18.53'	S7554.25°W	L62	18.50	N8947.34°E
L55	18.50'	S8947.34°E	L63	18.50	S8947.34°E
L56	18.50'	S0072.26°W	L64	19.00	S0072.26°W
L57	2.36	S507.26°W	L65	18.50	N8947.34°E
L58	2.36	S507.26°W	L66	9.50	S0072.26°W
L59	2.36	S507.26°W	L67	21.79	S8947.34°E
L60	2.36	S507.26°W	L68	2.36	S507.26°W
L61	2.36	S507.26°W	L69	2.36	S507.26°W
L62	2.36	S507.26°W	L70	2.36	S507.26°W
L63	2.36	S507.26°W	L71	2.36	S507.26°W
L64	2.36	S507.26°W	L72	2.36	S507.26°W
L65	2.36	S507.26°W	L73	2.36	S507.26°W
L66	2.36	S507.26°W	L74	2.36	S507.26°W
L67	2.36	S507.26°W	L75	2.36	S507.26°W
L68	2.36	S507.26°W	L76	2.36	S507.26°W
L69	2.36	S507.26°W	L77	2.36	S507.26°W
L70	2.36	S507.26°W	L78	2.36	S507.26°W
L71	2.36	S507.26°W	L79	2.36	S507.26°W
L72	2.36	S507.26°W	L80	2.36	S507.26°W
L73	2.36	S507.26°W	L81	2.36	S507.26°W
L74	2.36	S507.26°W	L82	2.36	S507.26°W
L75	2.36	S507.26°W	L83	2.36	S507.26°W
L76	2.36	S507.26°W	L84	2.36	S507.26°W
L77	2.36	S507.26°W	L85	2.36	S507.26°W
L78	2.36	S507.26°W	L86	2.36	S507.26°W
L79	2.36	S507.26°W	L87	2.36	S507.26°W
L80	2.36	S507.26°W	L88	2.36	S507.26°W
L81	2.36	S507.26°W	L89	2.36	S507.26°W
L82	2.36	S507.26°W	L90	2.36	S507.26°W
L83	2.36	S507.26°W	L91	2.36	S507.26°W
L84	2.36	S507.26°W	L92	2.36	S507.26°W
L85	2.36	S507.26°W	L93	2.36	S507.26°W
L86	2.36	S507.26°W	L94	2.36	S507.26°W
L87	2.36	S507.26°W	L95	2.36	S507.26°W
L88	2.36	S507.26°W	L96	2.36	S507.26°W
L89	2.36	S507.26°W	L97	2.36	S507.26°W
L90	2.36	S507.26°W	L98	2.36	S507.26°W
L91	2.36	S507.26°W	L99	2.36	S507.26°W
L92	2.36	S507.26°W	L100	2.36	S507.26°W
L93	2.36	S507.26°W	L101	2.36	S507.26°W
L94	2.36	S507.26°W	L102	2.36	S507.26°W
L95	2.36	S507.26°W	L103	2.36	S507.26°W
L96	2.36	S507.26°W	L104	2.36	S507.26°W
L97	2.36	S507.26°W	L105	2.36	S507.26°W
L98	2.36	S507.26°W	L106	2.36	S507.26°W
L99	2.36	S507.26°W	L107	2.36	S507.26°W
L100	2.36	S507.26°W	L108	2.36	S507.26°W
L101	2.36	S507.26°W	L109	2.36	S507.26°W
L102	2.36	S507.26°W	L110	2.36	S507.26°W
L103	2.36	S507.26°W	L111	2.36	S507.26°W
L104	2.36	S507.26°W	L112	2.36	S507.26°W
L105	2.36	S507.26°W	L113	2.36	S507.26°W
L106	2.36	S507.26°W	L114	2.36	S507.26°W
L107	2.36	S507.26°W	L115	2.36	S507.26°W
L108	2.36	S507.26°W	L116	2.36	S507.26°W
L109	2.36	S507.26°W	L117	2.36	S507.26°W
L110	2.36	S507.26°W	L118	2.36	S507.26°W
L111	2.36	S507.26°W	L119	2.36	S507.26°W
L112	2.36	S507.26°W	L120	2.36	S507.26°W
L113	2.36	S507.26°W	L121	2.36	S507.26°W
L114	2.36	S507.26°W	L122	2.36	S507.26°W
L115	2.36	S507.26°W	L123	2.36	S507.26°W
L116	2.36	S507.26°W	L124	2.36	S507.26°W
L117	2.36	S507.26°W	L125	2.36	S507.26°W
L118	2.36	S507.26°W	L126	2.36	S507.26°W
L119	2.36	S507.26°W	L127	2.36	S507.26°W
L120	2.36	S507.26°W	L128	2.36	S507.26°W
L121	2.36	S507.26°W	L129	2.36	S507.26°W
L122	2.36	S507.26°W	L130	2.36	S507.26°W
L123	2.36	S507.26°W	L131	2.36	S507.26°W
L124	2.36	S507.26°W	L132	2.36	S507.26°W
L125	2.36	S507.26°W	L133	2.36	S507.26°W
L126	2.36	S507.26°W	L134	2.36	S507.26°W
L127	2.36	S507.26°W	L135	2.36	S507.26°W
L128	2.36	S507.26°W	L136	2.36	S507.26°W
L129	2.36	S507.26°W	L137	2.36	S507.26°W
L130	2.36	S507.26°W	L138	2.36	S507.26°W
L131	2.36	S507.26°W	L139	2.36	S507.26°W
L132	2.36	S507.26°W	L140	2.36	S507.26°W
L133	2.36	S507.26°W	L141	2.36	S507.26°W
L134	2.36	S507.26°W	L142	2.36	S507.26°W
L135	2.36	S507.26°W	L143	2.36	S507.26°W
L136	2.36	S507.26°W	L144	2.36	S507.26°W
L137	2.36	S507.26°W	L145	2.36	S507.26°W
L138	2.36	S507.26°W	L146	2.36	S507.26°W
L139	2.36	S507.26°W	L147	2.36	S507.26°W
L140	2.36	S507.26°W	L148	2.36	S507.26°W
L141	2.36	S507.26°W	L149	2.36	S507.26°W
L142	2.36	S507.26°W	L150	2.36	S507.26°W
L143	2.36	S507.26°W	L151	2.36	S507.26°W
L144	2.36	S507.26°W	L152	2.36	S507.26°W
L145	2.36	S507.26°W	L153	2.36	S507.26°W
L146	2.36	S507.26°W	L154	2.36	S507.26°W
L147	2.36	S507.26°W	L155	2.36	S507.26°W
L148	2.36	S507.26°W	L156	2.36	S507.26°W
L149	2.36	S507.26°W	L157	2.36	S507.26°W
L150	2.36	S507.26°W	L158	2.36	S507.26°W
L151	2.36	S507.26°W	L159	2.36	S507.26°W
L152	2.36	S507.26°W	L160	2.36	S507.26°W
L153	2.36	S507.26°W	L161	2.36	S507.26°W
L154	2.36	S507.26°W	L162	2.36	S507.26°W
L155	2.36	S507.26°W	L163	2.36	S507.26°W
L156	2.36	S507.26°W	L164	2.36	S507.26°W
L157	2.36	S507.26°W	L165	2.36	S507.26°W
L158	2.36	S507.26°W	L166	2.36	S507.26°W
L159	2.36	S507.26°W	L167	2.36	S507.26°W
L160	2.36	S507.26°W	L168	2.36	S507.26°W
L161	2.36	S507.26°W	L169	2.36	S507.26°W
L162	2.36	S507.26°W	L170	2.36	S507.26°W
L163	2.36	S507.26°W	L171	2.36	S507.26°W
L164	2.36	S507.26°W	L172	2.36	S507.26°W
L165	2.36	S507.26°W	L173	2.36	S507.26°W
L166	2.36	S507.26°W	L174	2.36	S507.26°W
L167	2.36	S507.26°W	L175	2.36	S507.26°W
L168	2.36	S507.26°W	L176	2.36	S507.26°W
L169	2.36	S507.26°W	L177	2.36	S507.26°W
L170	2.36	S507.26°W	L178	2.36	S507.26°W
L171	2.36	S507.26°W	L179	2.36	S507.26°W
L172	2.36	S507.26°W	L180	2.36	S507.26°W
L173	2.36	S507.26°W	L181	2.36	S507.26°W
L174	2.36	S507.26°W	L182	2.36	S507.26°W
L175	2.36	S507.26°W	L183	2.36	S507.26°W
L176	2.36	S507.26°W	L184	2.36	S507.26°W
L177	2.36	S507.26°W	L185	2.36	S507.26°W
L178	2.36	S507.26°W	L186	2.36	S507.26°W
L179	2.36	S507.26°W	L187	2.36	S507.26°W
L180	2.36	S507.26°W	L188	2.36	S507.26°W
L181	2.36	S507.26°W	L189	2.36	S507.26°W
L182	2.36	S507.26°W	L190	2.36	S507.26°W
L183	2.36	S507.26°W	L191	2.36	S507.26°W
L184	2.36	S507.26°W	L192	2.36	S507.26°W
L185	2.36	S507.26°W	L193	2.36	S507.26°W
L186	2.36	S507.26°W	L194	2.36	S507.26°W
L187	2.36	S507.26°W	L195	2.36	S507.26°W
L188	2.36	S507.26°W	L196	2.36	S507.26°W
L189	2.36	S507.26°W	L197	2.36	S507.26°W
L190	2.36	S507.26°W	L198	2.36	S507.26°W
L191	2.36	S507.26°W	L199	2.36	S507.26°W
L192	2.36	S507.26°W	L200	2.36	S507.26°W
L193	2.36	S507.26°W	L201	2.36	S507.26°W
L194	2.36	S507.26°W	L202	2.36	S507.26°W
L195	2.36	S507.26°W	L203	2.36	S507.26°W
L196	2.36	S507.26°W	L204	2.36	S507.26°W
L197	2.36	S507.26°W	L205	2.36	S507.26°W
L198	2.36	S507.26°W	L206	2.36	S507.26°W
L199	2.36	S507.26°W	L207	2.36	S507.26°W
L200	2.36	S507.26°W	L208	2.36	S507.26°W
L201	2.36	S507.26°W	L209	2.36	S507.26°W
L202	2.36	S507.26°W	L210	2.36	S507.26°W
L203	2.36	S507.26°W	L211	2.36	S507.26°W
L204	2.36	S507.26°W	L212	2.36	S507.26°W
L205	2.36	S507.26°W	L213	2.36	S507.26°W
L206	2.36	S507.26°W	L214	2.36	S507.26°W
L207	2.36	S507.26°W	L215	2.36	S507.26°W
L208	2.36	S507.26°W	L216	2.36	S507.26°W
L209	2.36	S507.26°W	L217	2.36	S507.26°W
L210	2.36	S507.26°W	L218	2.36	S507.26°W
L211	2.36	S507.26°W	L219	2.36	S507.26°W
L212	2.36	S507.26°W	L220	2.36	S507.26°W
L213	2.36	S507.26°W	L221	2.36	S507.26°W
L214	2.36	S507.26°W	L222	2.36	S507.26°W
L215	2.36	S507.26°W	L223	2.36	S507.26°W
L216	2.36	S507.26°W	L224	2.36	S507.26°W
L217	2.36	S507.26°W	L225	2.36	S507.26°W
L218	2.36	S507.26°W	L226	2.36	S507.26°W
L219	2.36	S507.26°W	L227	2.36	S507.26°W
L220	2.36	S507.26°W	L228	2.36	S507.26°W
L221	2.36	S507.26°W	L229	2.36	S507.26°W
L222	2.36	S507.26°W	L230	2.36	S507.26°W
L223	2.36	S507.26°W	L231	2.36	S507.26°W
L224	2.36	S507.26°W	L232	2.36	S507.26°W
L225	2.36	S507.26°W	L233	2.36	S507.26°W
L226	2.36	S507.26°W	L234	2.36	S507.26°W
L227	2.36	S507.26°W	L235	2.36	S507.26°W
L228	2.36	S507.26°W	L236	2.36	S507.26°W
L229	2.36	S507.26°W	L237	2.36	S507.26°W
L230	2.36	S507.26°W	L238	2.36	S507.26°W
L231	2.36	S507.26°W	L239	2.36	S507.26°W
L232	2.36	S507.26°W	L240	2.36	S507.26°W
L233	2.36	S507.26°W	L241	2.36	S507.26°W
L234	2.36	S507.26°W	L242	2.36	S507.26°W
L235	2.36	S507.26°W	L243	2.36	S507.26°W
L236	2.36	S507.26°W	L244	2.36	S507.26°W
L237	2.36	S507.26°W	L245	2.36	S507.26°W
L238	2.36	S507.26°W	L246	2.36	S507.26°W
L239	2.36	S507.26°W	L247	2.36	S507.26°W
L240	2.36	S507.26°W	L248	2.36	S507.26°W
L241	2.36	S507.26°W	L249	2.36	S507.26°W
L242	2.36	S507			



SOLA COMMUNITIES AT RIO BONITO
FINAL PLAT
AVONDALE, AZ 85392
FINAL PLAT

VERSIONS:

X	DATE	DESCRIPTION
1	08/12/22	INITIAL SUBMITTAL AVONDALE
2	11/08/22	2ND SUBMITTAL AVONDALE
3	01/12/23	3RD SUBMITTAL AVONDALE
4	05/23/23	4TH SUBMITTAL AVONDALE



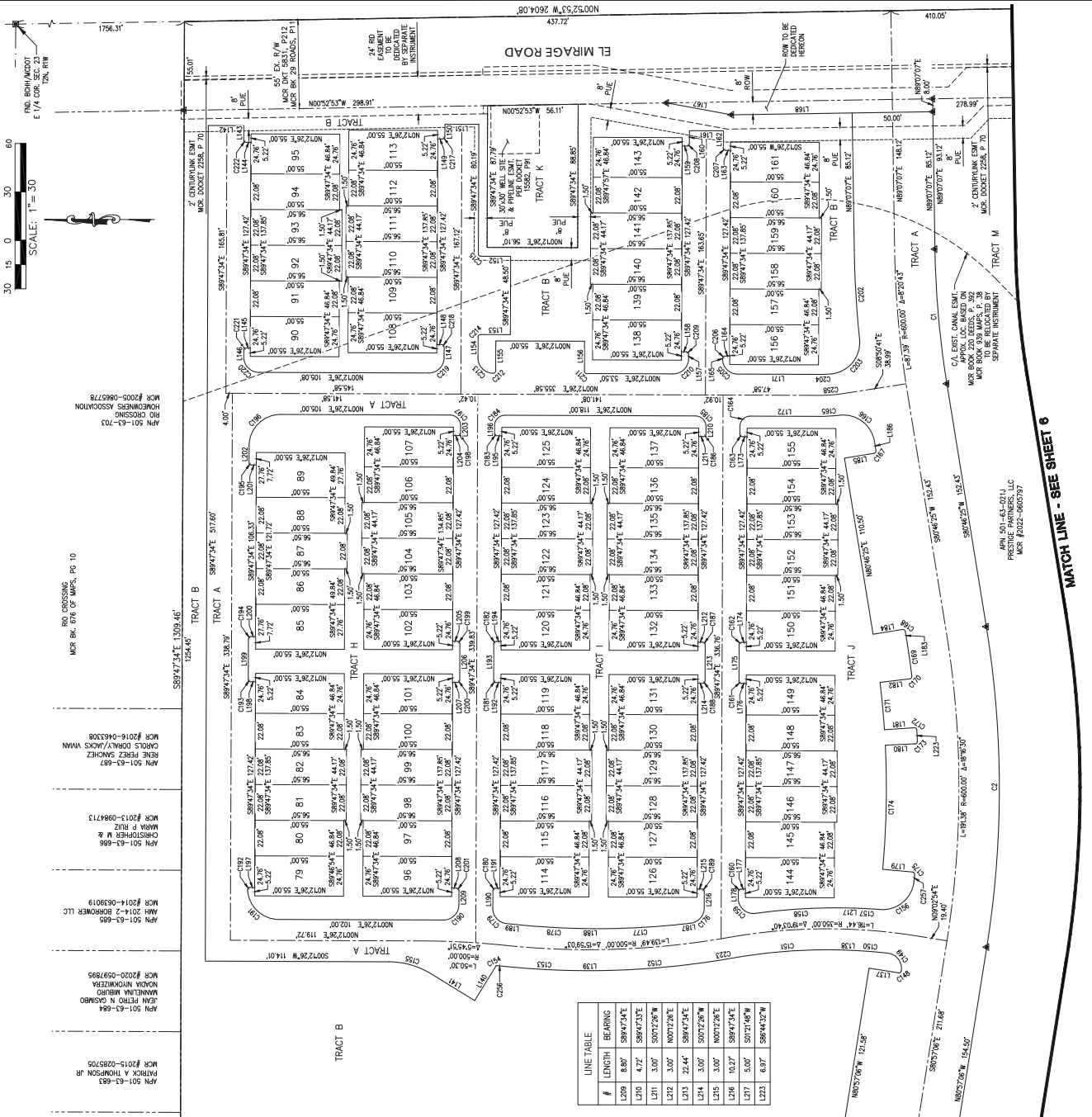
CURVE TABLE			
#	LENGTH	RADIUS	TANGENT
C05	2.36'	1.50'	1.50'
C06	2.36'	1.50'	1.50'
C07	14.92'	9.50'	9.50'
C08	14.92'	9.50'	9.50'
C09	14.01'	14.50'	7.61'
C10	7.45'	55.00'	3.17'
C11	7.45'	55.00'	3.17'
C12	14.01'	14.50'	7.61'
C13	14.92'	9.50'	9.50'
C14	14.92'	9.50'	9.50'
C15	2.36'	1.50'	1.50'
C16	2.36'	1.50'	1.50'
C17	14.92'	9.50'	9.50'
C18	14.92'	9.50'	9.50'
C19	2.36'	1.50'	1.50'
C20	2.36'	1.50'	1.50'
C21	2.36'	1.50'	1.50'
C22	14.92'	9.50'	9.50'
C23	14.92'	9.50'	9.50'
C24	2.36'	1.50'	1.50'
C25	2.36'	1.50'	1.50'
C26	2.36'	1.50'	1.50'
C27	14.92'	9.50'	9.50'
C28	22.78'	14.50'	14.50'
C29	2.36'	1.50'	1.50'
C30	2.36'	1.50'	1.50'
C31	2.36'	1.50'	1.50'
C32	16.89'	37.00'	8.65'
C33	16.89'	37.00'	8.65'
C34	13.04'	9.50'	7.78'
C35	8.89'	55.00'	4.51'
C36	2.30'	1.50'	1.45'
C37	40.27'	35.00'	30.133'
C38	2.30'	1.50'	1.45'
C39	28.07'	55.00'	14.35'
C40	9.46'	9.50'	5.33'
C41	2.36'	1.50'	1.50'
C42	2.36'	1.50'	1.50'
C43	14.92'	9.50'	9.50'
C44	2.36'	1.50'	1.50'
C45	2.36'	1.50'	1.50'
C46	2.36'	1.50'	1.50'
C47	2.36'	1.50'	1.50'
C48	23.11'	47.50'	11.79'
C49	22.17'	50.00'	11.27'

CURVE TABLE				
#	LENGTH	RADIUS	TANGENT	DELTA
C01	2.30'	1.50'	1.45'	87°39'17"
C02	40.22'	75.00'	20.61'	30°13'32"
C03	2.36'	1.50'	1.45'	87°39'17"
C04	37.59'	55.00'	19.86'	30°59'44"
C05	11.63'	9.50'	6.67'	70°09'53"
C06	0.18'	37.00'	0.09'	16°54'42"
C07	10.88'	37.00'	5.48'	16°54'42"
C08	14.92'	9.50'	9.50'	90°00'00"
C09	2.36'	1.50'	1.50'	90°00'00"
C10	2.36'	1.50'	1.50'	90°00'00"
C11	2.36'	1.50'	1.50'	90°00'00"
C12	14.92'	9.50'	9.50'	90°00'00"
C13	14.92'	9.50'	9.50'	90°00'00"
C14	2.36'	1.50'	1.47'	86°59'58"
C15	2.35'	1.50'	1.50'	90°00'00"
C16	2.36'	1.50'	1.50'	90°00'00"
C17	2.36'	1.50'	1.50'	90°00'00"
C18	14.92'	9.50'	9.50'	90°00'00"
C19	14.92'	63.00'	18.07'	32°02'49"
C20	10.58'	9.50'	6.17'	66°02'41"
C21	79.24'	55.00'	48.28'	82°33'07"
C22	2.30'	1.50'	1.45'	87°39'17"
C23	62.27'	75.00'	33.05'	47°39'17"
C24	2.30'	1.50'	1.45'	87°39'17"
C25	46.32'	55.00'	24.83'	46°14'54"
C26	9.50'	9.50'	5.33'	57°59'50"
C27	2.36'	1.50'	1.50'	90°00'00"
C28	2.36'	1.50'	1.50'	90°00'00"
C29	2.36'	1.50'	1.50'	90°00'00"
C30	2.36'	1.50'	1.50'	90°00'00"
C31	14.57'	14.50'	7.61'	52°57'54"
C32	11.69'	55.00'	5.87'	12°10'49"
C33	11.69'	55.00'	5.87'	71°06'18"
C34	0.10'	9.50'	2.40'	47°14'34"
C35	14.50'	14.50'	7.61'	52°57'54"
C36	2.36'	1.50'	1.50'	90°00'00"
C37	0.17'	55.00'	4.59'	9°32'32"
C38	11.79'	63.00'	6.79'	71°06'18"
C39	4.79'	9.50'	2.40'	47°14'34"
C40	14.50'	14.50'	7.61'	52°57'54"
C41	9.22'	25.50'	4.66'	20°43'10"
C42	14.92'	9.50'	9.50'	90°00'00"
C43	2.36'	1.50'	1.50'	90°00'00"
C44	2.36'	1.50'	1.50'	90°00'00"
C45	2.36'	1.50'	1.50'	90°00'00"



VERSIONS:

DATE	DESCRIPTION
11/08/22	INITIAL SUBMITTAL AVONDALE
07/12/23	3RD SUBMITTAL AVONDALE
05/25/23	4TH SUBMITTAL AVONDALE



CURVE TABLE

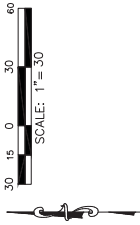
#	LENGTH	RADIUS	TANGENT	DELTA
C1	83.75	575.00'	41.95'	82°04'57"
C2	199.50	625.00'	100.33'	161°30'00"
C3	236.36	1500.00'	150.00'	90°00'00"
C4	153.36	950.00'	95.00'	82°28'33"
C5	224.41	337.00'	34.70'	248°37'31"
C6	48.16	337.00'	34.70'	119°31'31"
C7	75.75	93.00'	37.94'	87°37'38"
C8	51.66	51.00'	25.85'	94°02'12"
C9	0.95	0.95'	0.31'	43°35'36"
C10	27.14	13.92'	3.75'±	37°03'05"
C11	30.15	16.59'	4.93'	38°30'06"
C12	16.36	363.00'	8.19'	72°00'17"
C13	56.04	363.00'	28.05'	85°00'17"
C14	16.36	9.50'	10.84'	90°00'00"
C15	2.36	1.50'	1.50'	90°00'00"
C16	2.36	1.50'	1.50'	90°00'00"
C17	2.36	1.50'	1.50'	90°00'00"
C18	10.27	6.50'	6.50'	90°00'00"
C19	14.97	9.50'	9.50'	90°00'00"
C20	2.36	1.50'	1.50'	90°00'00"
C21	2.36	1.50'	1.50'	90°00'00"
C22	2.36	1.50'	1.50'	90°00'00"
C23	10.27	6.50'	6.50'	90°00'00"
C24	14.97	9.50'	9.50'	90°00'00"
C25	2.36	1.50'	1.50'	90°00'00"
C26	2.36	1.50'	1.50'	90°00'00"
C27	2.36	1.50'	1.50'	90°00'00"
C28	10.27	6.50'	6.50'	90°00'00"
C29	14.97	9.50'	9.50'	90°00'00"
C30	2.36	1.50'	1.50'	90°00'00"
C31	2.36	1.50'	1.50'	90°00'00"
C32	2.36	1.50'	1.50'	90°00'00"
C33	10.27	6.50'	6.50'	90°00'00"
C34	14.97	9.50'	9.50'	90°00'00"
C35	2.36	1.50'	1.50'	90°00'00"
C36	2.36	1.50'	1.50'	90°00'00"
C37	2.36	1.50'	1.50'	90°00'00"
C38	10.27	6.50'	6.50'	90°00'00"
C39	14.97	9.50'	9.50'	90°00'00"
C40	2.36	1.50'	1.50'	90°00'00"
C41	2.36	1.50'	1.50'	90°00'00"
C42	2.36	1.50'	1.50'	90°00'00"
C43	10.27	6.50'	6.50'	90°00'00"
C44	14.97	9.50'	9.50'	90°00'00"
C45	2.36	1.50'	1.50'	90°00'00"
C46	2.36	1.50'	1.50'	90°00'00"
C47	2.36	1.50'	1.50'	90°00'00"
C48	10.27	6.50'	6.50'	90°00'00"
C49	14.97	9.50'	9.50'	90°00'00"
C50	2.36	1.50'	1.50'	90°00'00"
C51	2.36	1.50'	1.50'	90°00'00"
C52	2.36	1.50'	1.50'	90°00'00"
C53	10.27	6.50'	6.50'	90°00'00"
C54	14.97	9.50'	9.50'	90°00'00"
C55	2.36	1.50'	1.50'	90°00'00"
C56	2.36	1.50'	1.50'	90°00'00"
C57	2.36	1.50'	1.50'	90°00'00"
C58	10.27	6.50'	6.50'	90°00'00"
C59	14.97	9.50'	9.50'	90°00'00"
C60	2.36	1.50'	1.50'	90°00'00"
C61	2.36	1.50'	1.50'	90°00'00"
C62	2.36	1.50'	1.50'	90°00'00"
C63	10.27	6.50'	6.50'	90°00'00"
C64	14.97	9.50'	9.50'	90°00'00"
C65	2.36	1.50'	1.50'	90°00'00"
C66	2.36	1.50'	1.50'	90°00'00"
C67	2.36	1.50'	1.50'	90°00'00"
C68	10.27	6.50'	6.50'	90°00'00"
C69	14.97	9.50'	9.50'	90°00'00"
C70	2.36	1.50'	1.50'	90°00'00"
C71	2.36	1.50'	1.50'	90°00'00"
C72	2.36	1.50'	1.50'	90°00'00"
C73	10.27	6.50'	6.50'	90°00'00"
C74	14.97	9.50'	9.50'	90°00'00"
C75	2.36	1.50'	1.50'	90°00'00"
C76	2.36	1.50'	1.50'	90°00'00"
C77	2.36	1.50'	1.50'	90°00'00"
C78	10.27	6.50'	6.50'	90°00'00"
C79	14.97	9.50'	9.50'	90°00'00"
C80	2.36	1.50'	1.50'	90°00'00"
C81	2.36	1.50'	1.50'	90°00'00"
C82	2.36	1.50'	1.50'	90°00'00"
C83	10.27	6.50'	6.50'	90°00'00"
C84	14.97	9.50'	9.50'	90°00'00"
C85	2.36	1.50'	1.50'	90°00'00"
C86	2.36	1.50'	1.50'	90°00'00"
C87	2.36	1.50'	1.50'	90°00'00"
C88	10.27	6.50'	6.50'	90°00'00"
C89	14.97	9.50'	9.50'	90°00'00"
C90	2.36	1.50'	1.50'	90°00'00"
C91	2.36	1.50'	1.50'	90°00'00"
C92	2.36	1.50'	1.50'	90°00'00"
C93	10.27	6.50'	6.50'	90°00'00"
C94	14.97	9.50'	9.50'	90°00'00"
C95	2.36	1.50'	1.50'	90°00'00"
C96	2.36	1.50'	1.50'	90°00'00"
C97	2.36	1.50'	1.50'	90°00'00"
C98	10.27	6.50'	6.50'	90°00'00"
C99	14.97	9.50'	9.50'	90°00'00"
C100	2.36	1.50'	1.50'	90°00'00"

LINE TABLE

#	LENGTH	BEARING
L109	8.00'	S89°47'54"E
L110	4.72'	S89°47'34"E
L111	3.00'	S007°26'26"W
L112	3.00'	S007°26'26"W
L113	22.44'	S89°47'34"E
L114	3.00'	S007°26'26"W
L115	3.00'	S007°26'26"W
L116	10.27'	S89°47'34"E
L117	5.00'	S007°14'16"W
L118	6.97'	S89°44'32"W
L119	5.74'	S00°46'25"W
L120	3.00'	S007°26'26"W
L121	3.00'	S007°26'26"W
L122	10.27'	S89°47'34"E
L123	3.00'	S007°26'26"W
L124	3.00'	S007°26'26"W
L125	3.00'	S007°26'26"W
L126	10.27'	S89°47'34"E
L127	5.00'	S007°14'16"W
L128	6.97'	S89°44'32"W
L129	8.00'	S89°47'54"E
L130	4.72'	S89°47'34"E
L131	3.00'	S007°26'26"W
L132	3.00'	S007°26'26"W
L133	22.44'	S89°47'34"E
L134	3.00'	S007°26'26"W
L135	3.00'	S007°26'26"W
L136	10.27'	S89°47'34"E
L137	5.00'	S007°14'16"W
L138	6.97'	S89°44'32"W
L139	5.74'	S00°46'25"W
L140	3.00'	S007°26'26"W
L141	3.00'	S007°26'26"W
L142	10.27'	S89°47'34"E
L143	3.00'	S007°26'26"W
L144	3.00'	S007°26'26"W
L145	10.27'	S89°47'34"E
L146	5.00'	S007°14'16"W
L147	6.97'	S89°44'32"W
L148	5.74'	S00°46'25"W
L149	3.00'	S007°26'26"W
L150	3.00'	S007°26'26"W
L151	10.27'	S89°47'34"E
L152	5.00'	S007°14'16"W
L153	6.97'	S89°44'32"W
L154	5.74'	S00°46'25"W
L155	3.00'	S007°26'26"W
L156	3.00'	S007°26'26"W
L157	10.27'	S89°47'34"E
L158	5.00'	S007°14'16"W
L159	6.97'	S89°44'32"W
L160	5.74'	S00°46'25"W
L161	3.00'	S007°26'26"W
L162	3.00'	S007°26'26"W
L163	10.27'	S89°47'34"E
L164	5.00'	S007°14'16"W
L165	6.97'	S89°44'32"W
L166	5.74'	S00°46'25"W
L167	3.00'	S007°26'26"W
L168	3.00'	S007°26'26"W
L169	10.27'	S89°47'34"E
L170	5.00'	S007°14'16"W
L171	6.97'	S89°44'32"W
L172	5.74'	S00°46'25"W
L173	3.00'	S007°26'26"W
L174	3.00'	S007°26'26"W
L175	10.27'	S89°47'34"E
L176	5.00'	S007°14'16"W
L177	6.97'	S89°44'32"W
L178	5.74'	S00°46'25"W
L179	3.00'	S007°26'26"W
L180	3.00'	S007°26'26"W
L181	10.27'	S89°47'34"E
L182	5.00'	S007°14'16"W
L183	6.97'	S89°44'32"W
L184	5.74'	S00°46'25"W
L185	3.00'	S007°26'26"W
L186	3.00'	S007°26'26"W
L187	10.27'	S89°47'34"E
L188	5.00'	S007°14'16"W
L189	6.97'	S89°44'32"W
L190	5.74'	S00°46'25"W
L191	3.00'	S007°26'26"W
L192	3.00'	S007°26'26"W
L193	10.27'	S89°47'34"E
L194	5.00'	S007°14'16"W
L195	6.97'	S89°44'32"W
L196	5.74'	S00°46'25"W
L197	3.00'	S007°26'26"W
L198	3.00'	S007°26'26"W
L199	10.27'	S89°47'34"E
L200	5.00'	S007°14'16"W
L201	6.97'	S89°44'32"W
L202	5.74'	S00°46'25"W
L203	3.00'	S007°26'26"W
L204	3.00'	S007°26'26"W
L205	10.27'	S89°47'34"E
L206	5.00'	S007°14'16"W
L207	6.97'	S89°44'32"W
L208	5.74'	S00°46'25"W
L209	3.00'	S007°26'26"W
L210	3.00'	S007°26'26"W
L211	10.27'	S89°47'34"E
L212	5.00'	S007°14'16"W
L213	6.97'	S89°44'32"W
L214	5.74'	S00°46'25"W
L215	3.00'	S007°26'26"W
L216	3.00'	S007°26'26"W
L217	10.27'	S89°47'34"E
L218	5.00'	S007°14'16"W
L219	6.97'	S89°44'32"W
L220	5.74'	S00°46'25"W
L221	3.00'	S007°26'26"W
L222	3.00'	S007°26'26"W
L223	10.27'	S89°47'34"E
L224	5.00'	S007°14'16"W
L225	6.97'	S89°44'32"W
L226	5.74'	S00°46'25"W
L227	3.00'	S007°26'26"W
L228	3.00'	S007°26'26"W
L229	10.27'	S89°47'34"E
L230	5.00'	S007°14'16"W
L231	6.97'	S89°44'32"W
L232	5.74'	S00°46'25"W
L233	3.00'	S007°26'26"W
L234	3.00'	S007°26'26"W
L235	10.27'	S89°47'34"E
L236	5.00'	S007°14'16"W
L237	6.97'	S89°44'32"W
L238	5.74'	S00°46'25"W
L239	3.00'	S007°26'26"W
L240	3.00'	S007°26'26"W
L241	10.27'	S89°47'34"E
L242	5.00'	S007°14'16"W
L243	6.97'	S89°44'32"W
L244	5.74'	S00°46'25"W
L245	3.00'	S007°26'26"W
L246	3.00'	S007°26'26"W
L247	10.27'	S89°47'34"E
L248	5.00'	S007°14'16"W
L249	6.97'	S89°44'32"W
L250	5.74'	S00°46'25"W

MATCH LINE - SEE SHEET 4

#	LENGTH	BEARING
L251	8.00'	S89°47'54"E
L252	4.72'	S89°47'34"E
L253	3.00'	S007°26'26"W
L254	3.00'	S007°26'26"W
L255	22.44'	S89°47'34"E
L256	3.00'	S007°26'26"W
L257	3.00'	S007°26'26"W
L258	10.27'	S89°47'34"E
L259	5.00'	S007°14'16"W
L260	6.97'	S89°44'32"W
L261	5.74'	S00°46'25"W
L262	3.00'	S007°26'26"W
L263	3.00'	S007°26'26"W
L264	10.27'	S89°47'34"E
L265	5.00'	S007°14'16"W
L266	6.97'	S89°44'32"W
L267	5.74'	S00°46'25"W
L268	3.00'	S007°26'26"W
L269	3.00'	S007°26'26"W
L270	10.27'	S89°47'34"E
L271	5.00'	S007°14'16"W
L272	6.97'	S89°44'32"W
L273	5.74'	S00°46'25"W
L274	3.00'	S007°26'26"W
L275	3.00'	S007°26'26"W
L276	10.27'	S89°47'34"E
L277	5.00'	S007°14'16"W
L278	6.97'	S89°44'32



LINE TABLE			
#	LENGTH	BEARING	
L227	5.00'	N00°22'27"E	
L228	9.48'	N1°49'41"W	
L229	26.85'	N89°47'34"W	
L230	7.52'	S00°22'00"W	

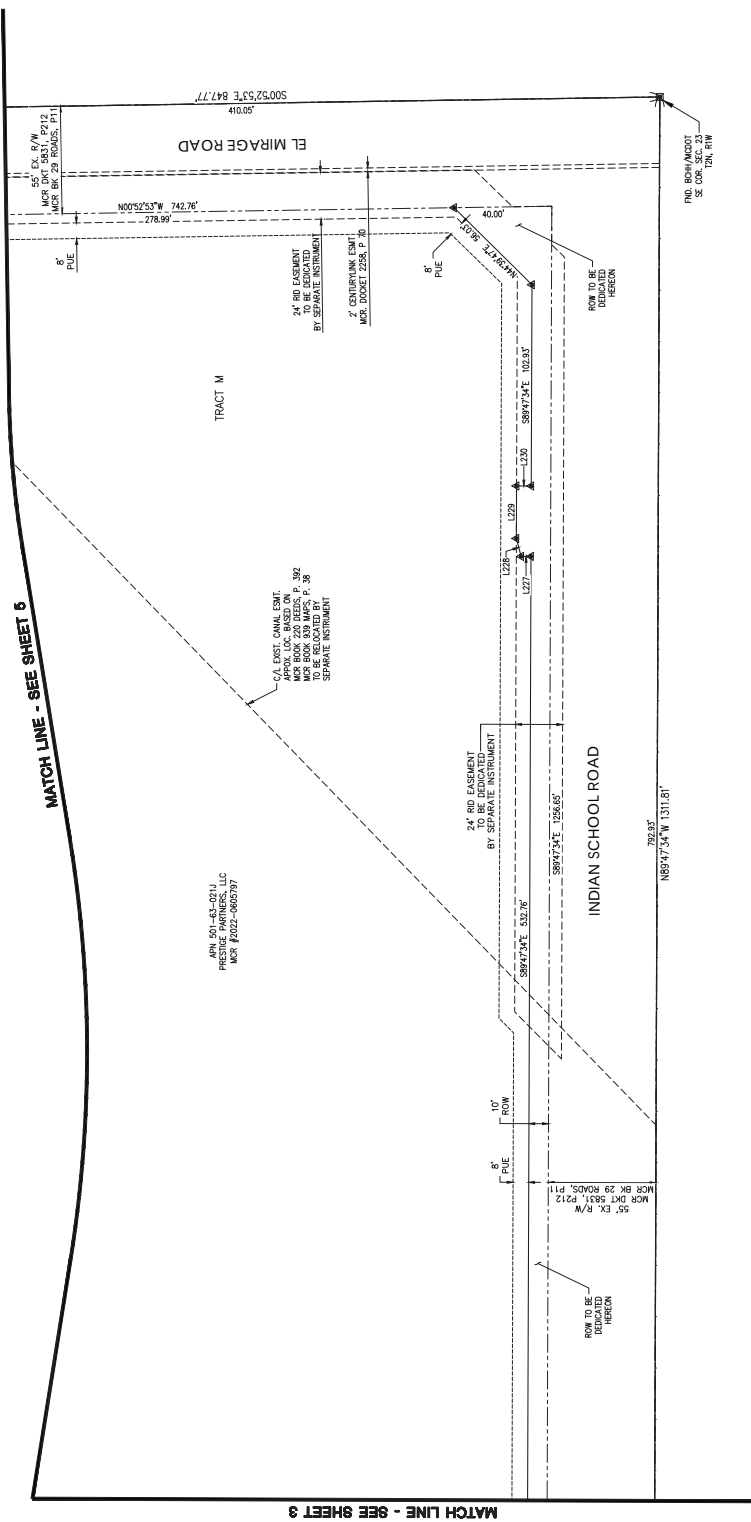
Entellus
3030 N. 44th Street, Suite 200
Phoenix, AZ 85018
Tel: 602.344.8847
Fax: 602.344.8847
Website: www.entellus.com

Supervisor
APR 501-43-021 U
PETER W. HARRIS, LLC
MCR 10022-000597

VERSIONS:	
X	DATE DESCRIPTION
1	08/12/22 INITIAL SUBMITTAL AVONDALE
2	11/08/22 2ND SUBMITTAL AVONDALE
3	01/12/23 3RD SUBMITTAL AVONDALE
4	05/25/23 4TH SUBMITTAL AVONDALE

SOLA COMMUNITIES AT RIO BONITO
FINAL PLAT
AVONDALE, AZ 85392
FINAL PLAT

DATE:	05/23/23
DESIGN:	ME
DRAWN:	ME
CHECKED:	ME
DATE:	05/23/23
BY:	PROJ #
SHEET:	6 OF 6



MATCH LINE - SEE SHEET 3

MATCH LINE - SEE SHEET 6

CITY COUNCIL REPORT

SUBJECT: Public Hearing - Series 10 (Beer and Wine Store) Liquor License - Awesome Convenience & More

MEETING DATE: 6/26/2023

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk

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

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

STRATEGIC PLAN:

n/a

PURPOSE:

City Council will open a public hearing and consider a request to recommend denial to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Jeffrey Miller for the sale of alcohol at Awesome Convenience & More located at 10585 West Indian School Road #102 in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Awesome Convenience & More is a new business located at 10585 West Indian School Road #102 in Avondale. Issuance of a Series 10 (Beer and Wine Store) liquor license is required to allow alcohol sales on the premises.

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 their comments are attached.

The establishment is outside of the state-mandated 300-foot separation requirement from schools. As of 2022, churches are exempt from the 300ft. law.

As of June 13, 2023, the facility has not received the necessary building permits for the construction of the facility; therefore, staff are recommending denial.

As of June 15, 2023, the company has not obtained a business license within the City of Avondale; therefore, staff are recommending denial.

BUDGET IMPACT:

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

RECOMMENDATION:

Staff recommend City Council recommend denial to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Jeffrey Miller for the sale of alcohol at Awesome Convenience & More located at 10585 West Indian School Road #102 in Avondale and authorize the City Clerk to execute the necessary documents.

Contact person for document distribution: Maria James

241539

Officers / Stockholders

Name:	Title:	% Interest:
MANISH PUSHYE	MEMBER	50.00
ARCHANA SAININ	MEMBER	50.00

MP ENTERPRISE AVONDALE LLC - MEMBER

Name: ARCHANA SAININ

Gender: Female

Correspondence Address:

Phone:

Alt. Phone:

Email:

MP ENTERPRISE AVONDALE LLC - MEMBER

Name: MANISH PUSHYE

Gender: Male

Correspondence Address:

Phone:

Alt. Phone:

Email:

MANAGERS

Name: RAYMUNDO FEDERICO DIAZ

Gender: Male

Correspondence Address:

Phone:

Alt. Phone:

Email:

APPLICATION INFORMATION

Application Number: 241539
Application Type: New Application
Created Date: 04/04/2023

QUESTIONS & ANSWERS

010 Beer and Wine Store

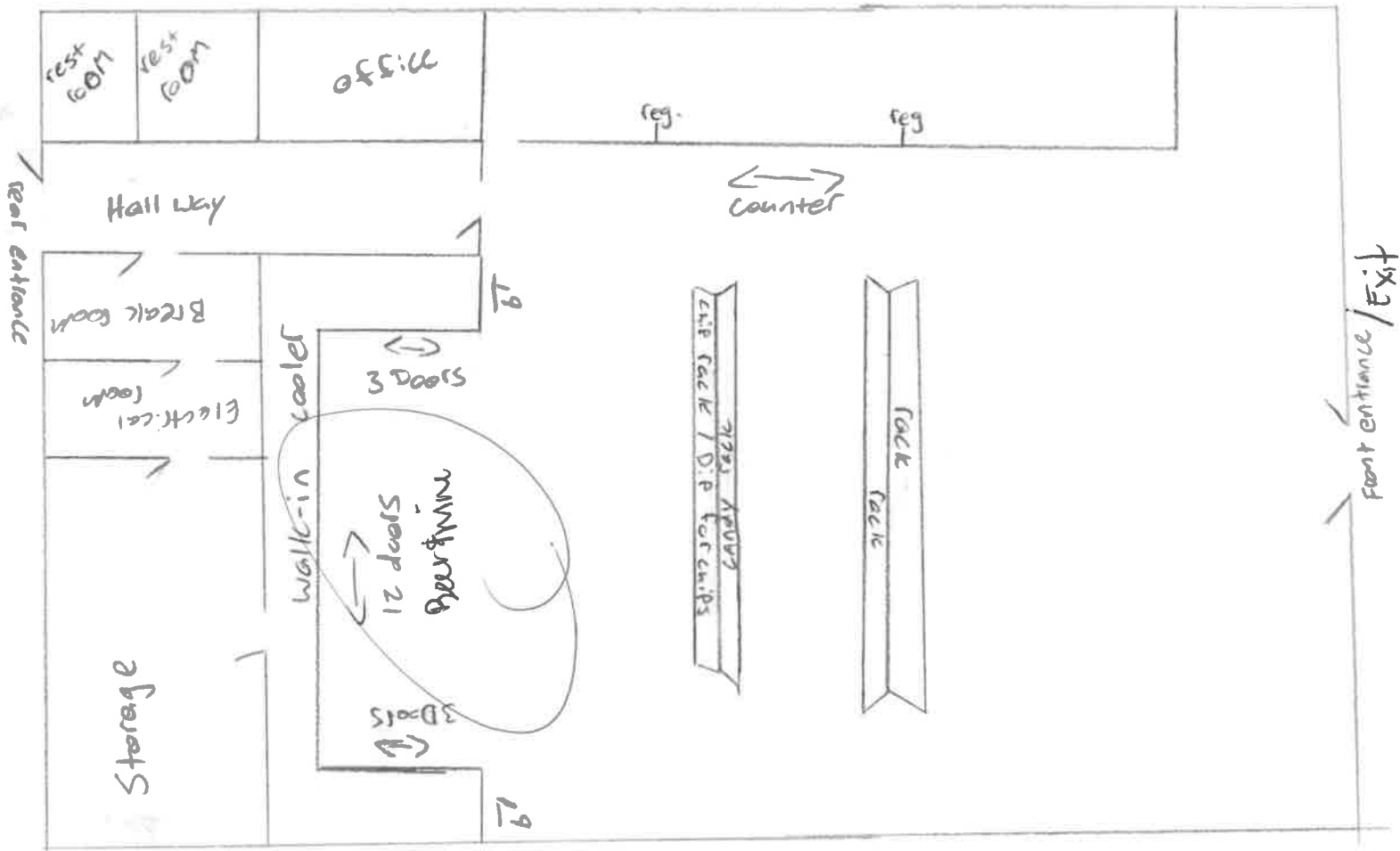
- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
WESTVIEW HIGH SCHOOL -1377 FT
10850 W GARDEN LAKES PARWAY AVONDALE, AZ 85392
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant
- 4) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
PERSONAL GUARANTEE
- 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?
No

23 APR 4 11:47 PM 4:12

Avondale

10585 W. Indian School Rd. #102

4,033 sq ft.



CSR:

Amount:



BEER & WINE STORE APPLICATION SERIES 10

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

DLLC USE ONLY

Job #:

Date Accepted:

CSR:

Type or Print with **Black Ink**

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE

SECTION 1 Type of License

☐ Interim Permit

☐ New License

SECTION 2 Type of Ownership (Legal Entity)

☐ J.T.W.R.O.S.

☐ Corporation

☐ Trust

☐ Individual

☐ Limited Liability Co

☐ Tribe

☐ Partnership

☐ Club

☐ Other (Explain) _____

☐ Apply to become an Arizona Lottery retailer.

SECTION 3 Privilege ☐ Sampling Privilege – please attach Sampling application.
A.R.S. §4-206.01 (G), (H), (I) & (L)

SECTION 4 Applicants

- Agent's Name: _____
Last First Middle
- Legal Entity/Sole Proprietor Name: _____
(Ownership name for type of ownership checked in section 2) Last First Middle
- Premises Name (Doing Business As-DBA): Awesome Convenience & More
- Premises Location Address: _____
(Do not use PO Box) Street City State Zip Code County
- Mailing Address: _____
(All correspondence will be mailed to this address) Street City State Zip Code
- Business Phone: _____ Cell Number: _____
- Email Address: _____
- Is the Business located within the incorporated limits of the above city or town? ☐ Yes ☐ No
If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? _____

Department Use Only

Fees: _____
Application Interim Permit Site Inspection Finger Prints Total of All Fees

Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? ☐ Yes ☐ No

Awesome Convenience & More
241539

23 MAY 11 11:41 AM '09

LC:

Amount:



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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**

DLLC USE ONLY

Job #:

Date Accepted:

CSR:

License Number:

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A **BLUE OR BLACK LINED** FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →

☐ Agent

☐ Controlling Person

2. Name: Miller Jeffrey Craig Birth Date: / /
Last First Middle (NOT a public record)

3. Social Security #: Drivers License #: State Issued:

4. Place of birth: Height: Weight: Eyes: Hair:
City State COUNTRY

5. Name of current/most recent spouse: Birth Date: / /
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☐ No ☐ If yes, what is your date of residency?

7. Daytime telephone number: Email address:

8. Premises Name: Awesome Convenience & More Business Phone: / /

9. Premises Address:
Street (do not use PO Box) City State County Zip

AMENDME
Awesome Convenience &
More #241539

23 MAY 11 11:49 AM '09

LC:

Amount:



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

DLLC USE ONLY

Job #:

Date Accepted:

CSR:

Type or Print with **Black Ink**

License Number:

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1. Check the
Appropriate
Box →

☐

Agent

☐

Controlling Person

2. Name: Saini Archana Birth Date: / /
Last First Middle (NOT a public record)
3. Social Security #: Drivers License #: State Issued:
4. Place of birth: Height: Weight: Eyes: Hair:
City State COUNTRY
5. Name of current/most recent spouse: Birth Date: / /
Last First Middle (NOT a public record)
6. Are you a bonafide resident of Arizona? Yes ☐ No ☐ If yes, what is your date of residency?
7. Daytime telephone number: Email address:
8. Premises Name: Awesome Convenience & More Business Phone: / /
9. Premises Address:
Street (do not use PO Box) City State County Zip

Awesome Convenience & More
241539

23 MAY 11 11:47 AM 9 29

LC:

Amount:



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

DLIC USE ONLY

Job #:

Date Accepted:

CSR:

Type or Print with **Black Ink**

License Number:

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A **BLUE OR BLACK LINED** FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →

☐

Agent

☐

Controlling Person

2. Name: Pushye Manish Birth Date: / /
Last First Middle (NOT a public record)

3. Social Security #: Drivers License #: State Issued:

4. Place of birth: Height: Weight: Eyes: Hair:
City State COUNTRY

5. Name of current/most recent spouse: Birth Date: / /
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☐ No ☐ If yes, what is your date of residency?

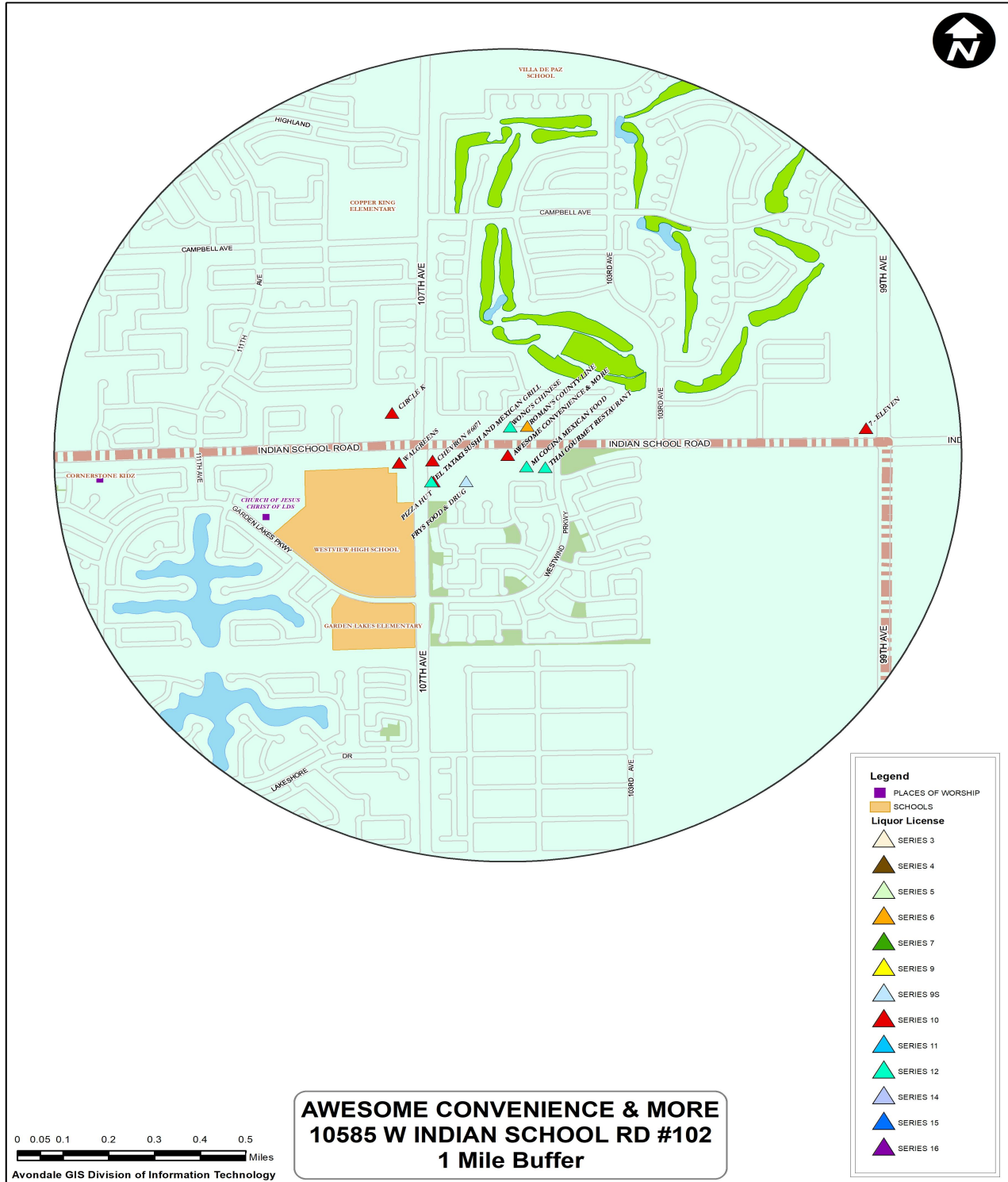
7. Daytime telephone number: Email address:

8. Premises Name: Awesome Convenience & More Business Phone: / /

9. Premises Address:
Street (do not use PO Box) City State County Zip

Awesome Convenience & More
241539

GIS MAP



LICENSE REVIEW FORM

Type of License	10 Beer and Wine Store
Applicant's Name	Jeffrey Craig Miller
Business Name	Awesome Convenience & More
Business Address	10585 W Indian School Rd #102, Avondale AZ 85392
Department Comments	
On April 25, 2023, the business submitted a tenant improvement plan review and permit. As of May 4, 2023, Development Services staff does NOT recommend approval until all building submittals and inspections are completed.	
☐ Police Department	☐ Fire Department
☒ Development Services	☐ Finance Department
☐ Approved	☒ Denied
 _____ E-Signature	_____ Title
Marcella Carrillo _____ Name	May 11, 2023 _____ Date

This license is scheduled for the City Council Meeting on: 06/26/2023

Please complete form by: 06/12/2023

LICENSE REVIEW FORM

Type of License	Series 10 - Beer and Wine Store
Applicant's Name	Jeffrey Miller
Business Name	Awesome Convenience & More
Business Address	10585 W Indian School Road #102, Avondale AZ 85392
Department Comments	
Waiting for owner to respond to me in regards to their business application.	
☐ Police Department ☐ Fire Department	
☐ Development Services ☒ Finance Department	
☐ Approved ☒ Denied	
<u>Audrey Tijerina</u> Audrey Tijerina (Jun 14, 2023 18:20 PDT)	Customer Service Representative
E-Signature	Title
Audrey Tijerina	Jun 14, 2023
Name	Date

This license is scheduled for the City Council Meeting on: **06/26/2023**

Please email form back to the City Clerk's Office by: **06/12/2023**

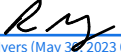
LICENSE REVIEW FORM

Type of License	10 Beer and Wine Store
Applicant's Name	Jeffrey Craig Miller
Business Name	Awesome Convenience & More
Business Address	10585 W Indian School Rd #102, Avondale AZ 85392
Department Comments	
No further comments.	
☐ Police Department ☒ Fire Department	
☐ Development Services ☐ Finance Department	
☒ Approved ☐ Denied	
 Jason Napier (May 23, 2023 09:52 PDT) _____ E-Signature	Fire Marshal _____ Title
Jason Napier _____ Name	May 23, 2023 _____ Date

This license is scheduled for the City Council Meeting on: **06/26/2023**

Please complete form by: **06/12/2023**

LICENSE REVIEW FORM

Type of License	10 Beer and Wine Store
Applicant's Name	Jeffrey Craig Miller
Business Name	Awesome Convenience & More
Business Address	10585 W Indian School Rd #102, Avondale AZ 85392
Department Comments	
No comments.	
☒ Police Department ☐ Fire Department	
☐ Development Services ☐ Finance Department	
☒ Approved ☐ Denied	
 Ryan Myers (May 30, 2023 07:10 PDT)	Acting Public Safety Lieutenant
E-Signature	Title
Ryan Myers	May 30, 2023
Name	Date

This license is scheduled for the City Council Meeting on: 06/26/2023

Please complete form by: 06/12/2023

From: [Alec Young](#)
To: [Marcella Carrillo](#)
Subject: Awesome Liquor & Smoke
Date: Thursday, June 8, 2023 1:06:02 PM

Marcella,

I am writing you to ask that this new liquor store (Awesome) at 10585 W Indian School Rd, not be approved. There are so many hold-ups, shootings & robberies in this exact area as it is!

There are many new housing and apartment developments going up, which will help the area become nicer, cleaner and safer, however, a liquor store will flush all of it right down the toilet! Come on!! We are making great strides in this area, please don't cancel all of it by adding one of the single worst offenders, a liquor store, to the neighborhood.

Thank you.

Marcella Carrillo

To: Crystal Norris
Subject: RE: Awesome liquor and smoke shop

From: Crystal Norris
Sent: Wednesday, June 7, 2023 8:40 PM
To: Marcella Carrillo
Subject: Awesome liquor and smoke shop

Good evening Marcella,

I am writing to you regarding a notice about a liquor and smoke shop being erected into the 10585 w Indian school rd suite 102 address in Avondale. Not only is this a terrible idea for our families, Arizona liquor laws do not allow liquor licenses in an area where there is a church or a school. There is a church, The Door, located in the same parking lot as this proposed establishment. By law, this is unacceptable. This church is less than 300 feet from the building. Why is this establishment able to get this license when there is a church in the same parking lot? I have attached the application requirement for you to view...

Assignees are required to submit a completed Questionnaire and Fingerprint Card. Attach a certified copy of the Will, Probate distribution instrument, Death Certificate, or Divorce Decree that specifically distributes the Liquor License to the Assignee on the Application.

HOW TO MEASURE THE DISTANCE TO THE NEAREST SCHOOL AND CHURCH:

The licensed location may not be within 300 feet of a school or church, with exception to Liquor License Series:

- Restaurant (12).
- Special Event (15).
- Hotel/Motel with restaurant (11).
- Government (5), and
- The fenced playing area of golf course (various).

300 feet is measured using a straight line from:

- a) the closest structural wall of a school or church and the closest structural wall of the liquor-licensed business; OR
- b) the closest structural wall of liquor-licensed business to the closest boundary of outdoor recreational area; AND
- c) parking lots are not considered part of the liquor-licensed property nor part of the school or church property.

FINGERPRINTS

Thank you,
Crystal Norris
425- [REDACTED]

From: [Jody](#)
To: [Marcella Carrillo](#)
Subject: object Asesome Liquor & Smoke Shop license at 10585 W Indian School rd, #102 Avondale, AZ
Date: Thursday, June 8, 2023 12:15:59 PM
Attachments: [Pages from Westwind CC&Rs - article6.pdf](#)

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Good afternoon Ms. Marcella,

I am writing you to object Awesome Liquor & Smoke Shop license request at 10585 W Indian School Rd, #102, Avondale, AZ 85392

The reasons are as follows:

1. it doesn't meet location of the requirement as there is a small church at 10575 W indian school rd, Avondale, AZ, it is inside the same plaza, per city ordinance code 22-55(6)

2. more violence will bring the community/neighbor

We had a couple gun shooting incidents happen in the westwind plaza parking lot, also we have homeless people, drug abuse people showing up, with a liquor store, we will see more violence/crimes.

3. the business owner violate declaration of covenants, conditions, restrictions and easements recorded in 2001, by the covenants, we have restrictions on competition, we already have smoking shop in the plaza for almost 18 years, now they wants second smoking shop, it is against our covenant(I am attaching the pages for westwind CC&R , please check 6.4.)

Also for Liquor sale, we have fryer's store nearby, they check driver license and does good business for liquor sell, we don't need another one(just for business owner to make profit) to bring more issues to the community(police force can help other issues than be called and checked crimes from liquor store often).

Best of all, please do consider the objection request, If the city needs tax revenue, we can donate/contribute a bit more than the revenue from this business will give us more trouble.

Sincerely,

Jody Zhang

Property Manager

FWC central llc of 10565 W indian school rd, avondale az

415 [REDACTED]

reproductive toxicity", or words of similar import under any federal, state or local law, ordinance, regulation, order or decree now or hereafter in force regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous.

6.2 **Exclusive Use Restrictions.** No Owner shall use or permit or allow any portion of the Property to be used for any Exclusive Use (hereinafter described), other than the Parcel to which such Exclusive Uses pertain. The following Parcels shall have the following Exclusive Uses:

- a. The Owner of Parcel 1 shall have the exclusive right to operate a bank, savings and loan association or other business accepting deposits for customers.
- b. The Owner of Parcel 3 shall have the exclusive right to sell automotive tires.

6.3 **Parcel 1, 3 and 4 Restriction.** No Owner shall permit or allow any portion of Parcels 1, 3, or 4 to be used for any type of restaurant without the written consent of the Owners of Parcels 2 and 5, except that the Owner of Parcel 1 may operate a restaurant not to exceed 1,600 square feet in floor area without such approval.

6.4 **Non-Competition.** The Owners acknowledge that it is extremely difficult for businesses offering substantially similar products to survive when located in close proximity to each other. The Owners therefore agree, to the extent not in violation of any state or federal antitrust laws or other legal restrictions against such restrictions, as follows:

- a. Subject to Section 6.2, an Owner may at any time following execution of a lease with a bona fide tenant give notice to the other Owners of the existence of the lease and the nature of the business proposed to be or actually conducted by such tenant on the Property. Such notice shall include a description of the major categories of goods or services offered or proposed to be offered by such tenant. Such notice shall take effect immediately but shall terminate as to any tenant who does not ever legally open for business to the public on the Property within six months following such notice.

- b. If a business opens for business to the public on the Property, notice shall be deemed to have been given under subsection (a) above for such business. In such event, the categories of goods or services offered by such tenant shall be deemed to be the goods or services actually offered by such business from time to time, with the effective date of the notice determined by the date on which the business commenced offering the particular good or service at issue.

- c. If an Owner gives a notice pursuant to subsection (a) above or notice is deemed given under subsection (b) above, no other Owner shall conduct or allow any other person to conduct a business on another portion of the Property if (i) at least forty percent (40%) of the sales of goods or services by such business would be of goods or services described in the notice and (ii) the goods or services constituting the forty percent or more of goods or services described in the preceding part (i) also constitute at

least forty percent (40%) of the goods or services being offered by the business for which such notice was given. The foregoing percentages shall be determined by reference to the prices actually charged customers for goods and services.

d. Goods or services shall be described with particularity in notices. For example, a description of goods as "food" shall be insufficient to distinguish a grocery store from a restaurant or a restaurant primarily offering hamburgers from a restaurant primarily offering Chinese or Mexican food.

The foregoing provisions shall be severable from all other provisions of this Declaration.

ARTICLE 7 SIGNS

7.1 Signs Generally. Each Owner shall have the right to construct, operate, maintain and repair exterior and interior signs on its portion of the Property, provided such actions comply with all applicable legal requirements, do not adversely affect the rights of the Owner of Parcel 5 under section 7.2, and do not affect or restrict the other Owner's rights regarding signs. If any Owner fails to reasonably maintain, operate, repair or replace a sign within sixty (60) days following reasonable written demand by any other Owner in the Property, such other Owner shall have the right to perform such maintenance, operation, repair or replacement. In such event, the Owner performing such maintenance, operation, repair or replacement shall be entitled to reimbursement for the reasonable costs thereof from the Owner responsible therefore. An Owner liable under this paragraph shall reimburse the Owner who performed the maintenance, repair or replacement within thirty (30) days following written demand for payment accompanied by copies of all invoices for the work performed and materials used. Signs on the exterior of the buildings on the Property shall be constructed so as to lie flat against such exterior facia facing outward and shall not protrude more than two (2) feet from the surface thereof. In no event shall signs be located on the roofs (excluding canopies so long as no sign is erected on a canopy which sign will extend above the height of the building roof) of any buildings on the Property without the prior written consent of all other Owners.

7.2 Parcel 5 Sign. The Owner of Parcel 5 shall have an easement to construct, operate, maintain and repair a pylon or monument sign at the Indian School Road entrance to the Property (the "Parcel 5 Sign") at the location shown on the Site Plan. The expense of constructing, operating, maintaining, repairing and replacing the Parcel 5 Sign shall be borne solely by the Owner of Parcel 5. The Owner of Parcel 5 shall have the sole right to determine the contents of the Parcel 5 Sign.

7.3 Parcel 3 Sign. The Owner of Parcel 3 shall have the right to construct, operate, maintain and repair a monument sign on Parcel 3 (the "Parcel 3 Sign") at the location shown on the Site Plan. The expense of constructing, operating, maintaining, repairing and replacing the Parcel 3 Sign shall be borne solely by the Owner of Parcel 3. The Owner of Parcel 3 shall have the sole right to determine the contents of the Parcel 3 Sign.

7.4 Sign Criteria. All signs, including the Parcel 5 Sign and Parcel 3 Sign, shall be subject to Declarant's approval, which approval shall not be unreasonably withheld or delayed

961955.2

I am a member of the community that prays this Council takes into consideration my request to deny the liquor license application submitted by Awesome Liquor & Smoke Shop (the “Business”) for the following reasons:

1. Per the City of Avondale’s Code of Ordinances 28-55(6) Conditional Use Development, Liquor Stores and Smoke Shops must not be located within 1,320 feet of a school. When using the City’s own webapp (<https://avondale.maps.arcgis.com/apps/webappviewer/index.html?id=1f652c4e167d48ea83f3a174ab58a4d7>) to measure such distance, you will clearly see that the property line between West View High School, the closest school to the Business, and the property line of the building to house the Business does not meet the minimum required distance. Many students will pass by this business en route to school, causing additional exposure, and thereby fostering an alcohol induced environment. For the city to grant this license for a liquor store to operate in this community in addition to the local Fry’s, is not only excessive but in direct violation of the City’s own ordinance code. Therefore, I ask the City Council to deny the Business’ application on the basis of the location failing to meet the required distance from a school.

2. With a simple search via Google Maps, any member of the public can see that the purchase of an alcoholic beverage is easily and overly accessible. Within a 1 mile radius of 10585 W Indian School Rd, #102, this unique location sits on the edge of the cities of Avondale, Glendale and Phoenix and is flooded with the sale of alcohol through the following businesses:

- El Tataki Sushi (Avondale)
- Fry’s (Avondale)
- Roman’s County Line (Glendale)
- Thai Gourmet (Avondale)
- Wong’s (Glendale)
- Chevron (Avondale)
- Circle K (Phoenix)
- Brother’s Pizza (Phoenix)
- Carniceria La Herradura (Phoenix)

Anyone wishing to purchase alcohol in bulk may already do so at Fry’s as they currently offer a fully stocked, and generously discounted, array of beer, wine and spirits. So tell me, why do we need a liquor store? Therefore, I ask, again, that the City Council deny the Business’s liquor license application.

3. Although the purchase of alcohol is not a crime, the side effects of alcohol consumption are. Researchers have found that “alcohol control can be an important tool in violence prevention.” It was found that “in areas of great densities of off-premise outlets, people may be more likely to purchase alcohol and return to their home nearby with their libations, increasing opportunity for drinking in the home, and in turn, interacting with family members and turning a potential offender into an offender.” (Alcohol Outlets as Attractors of Violence and Disorder: A Closer Look at the Neighborhood Environment, <https://www.ojp.gov/pdffiles1/nij/grants/227646.pdf>)

Within the last two years, the property of Westwind Plaza has been subjected to numerous crimes such as a multi-person shootout, break-ins, parking lot drug sales, homeless drug use, etc. The City has previously acknowledged to me they are aware of the increase in crime and therefore have increased police presence. Per the City’s crime map (<https://community>

crimemap.com/datagrid, as of June 7, 2023), within a one mile radius in the last year, approximately 300+ crimes have occurred. Of those 300+ crimes, 136 of those were due to a form of assault and homicide. If we want to use the Arizona Department of Liquor's application requirements, taking into consideration the area crime statistics in the past 5 years, our community has been exposed to 2,000+ crimes. Of the 2,000+ crimes, approximately 1,600 were assault related. That is more than half. And given the previous research provided, should the application be approved, the City will only cause an undue burden on not just the local community, but to the City's own police force.

Approving this application 1) is in direct violation of the City's Ordinance Code 28-55(6), 2) will continue to flood the community with alcohol that is already easily and overly accessible, and 3) invites more crime, making my neighborhood, our community, increasingly unsafe. There is no value added to the community by having *another* business that offers alcohol.

Thank you for your time and consideration.

Very respectfully,

A handwritten signature in black ink, appearing to be 'Bernadette Young', with a stylized, cursive script.

Bernadette Young

From: [Nery Davila](#)
To: protests@azliquor.gov; [Marcella Carrillo](#)
Subject: Objection to a Liquor store in our community/Protest/Oppose
Date: Tuesday, June 20, 2023 10:33:06 AM

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Denise Bale, Board Administrator.

Please do not issue a liquor license to Awesome Liquor & Smoke Shop. We several schools in this area and our kids should not be introduce to alcohol. This is great danger for our teens from Westwood High School, which is across the street from this location. I have been in this neighborhood for 24 years and having a liquor store open in this neighborhood, will have a devastating effect on our children and the property value of our homes.

Thank you!



From: [Jolene Arnold](#)
To: [Marcella Carrillo](#)
Subject: Protest for Liquor License for Awesome Liquor and Smoke Shop
Date: Friday, June 23, 2023 11:18:08 AM

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Dear Marcella Carrillo,

I am writing to you to officially protest the liquor license for Awesome Liquor and Smoke Shop at 10585 W Indian School Rd, Avondale, AZ 85392. I live directly behind this location. There is already too much crime in this area and to add another smoke/liquor store would only compound the problem. We should be looking for ways to clean this area up and make it safe for the City of Avondale residents and not add to the crime that already exists. There is a school right across the street that violates the City of Avondales City Ordinance Code 28-55(b)(e) Conditional Use Development requires that liquor stores must not be located within 1,320 feet of any school, church, similar business, etc. Please DO NOT approve this application.

Thank you

Jolene R Arnold



Avondale, AZ 85392

Aldo Rodriguez Pinon

Marcella Carrillo
City Clerk, City of Avondale
City Hall, 11465 West Civic Center Drive,
Avondale AZ 85323

Dear Ms. Carrillo,

It was brought to my attention that a nearby business is in the process of applying for a liquor license. This business is named "Awesome Liquor & Smoke Shop" and is located at 10585 West Indian School Road, #102, Avondale AZ 85392. I would like to express my concerns about why I believe their request should be denied. I currently live in the West Wind Community, which is located just south of the previously mentioned business. I'm a full-time Police Officer and when I'm not on duty, one of my priorities is to keep my community safe. This business is located within walking distance of a community park, where children are constantly playing and engaging in family activities. This business is also located within walking distance of a high school and a school bus stop. I believe that for the best interest and safety of our community, it would be best to deny their application. Please take the time to take these factors into consideration before reaching a decision.

Thank you for your time and I'll be waiting for your response.



CITY COUNCIL REPORT

SUBJECT: Public Hearing - Conditional Use Permit for a Drive-Through Coffee Shop - PL-22-0005

MEETING DATE: 6/26/2023

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) 333-1011

STRATEGIC PLAN:

STRATEGIC OUTCOME: Creative and Sustainable Community Development.

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

PURPOSE:

City Council will hold a public hearing and consider a request by Mr. Jesse Macias of M3 Design, for approval of a Conditional Use Permit (CUP) and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. If approved, the CUP will allow a drive-through coffee shop on a 0.52-acre subject property in the Interstate Commerce Center Planned Area Development (PAD). The Council will take appropriate action.

BACKGROUND:

The subject property is a vacant, 0.52-acre parcel located north of the northwest corner of Van Buren Street and 99th Avenue, on Assessor Parcel 102-54-117 (Exhibit A). The subject property is owned by Cobblestone Phoenix Propco LLC, which operates several car wash facilities across the Phoenix area. It is located just south of a 1.43-acre lot that is also owned by Cobblestone and is currently under development with a new car wash, and just north of a 1.06-acre lot occupied by a Burger King restaurant.

The subject property is designated by the General Plan 2030 Land Use Map as Local Commercial. The Local Commercial land use category is used primarily for providing the daily needs of goods and services to the residents residing within the surrounding area. Restaurants, retail, gas stations, and offices are examples of uses that are appropriate for the Local Commercial designation.

The zoning of the property is Interstate Commerce Center Planned Area Development (PAD). The PAD has established a custom list of permitted and conditionally permitted uses for the center. Drive-through facilities are a conditionally permitted use within this PAD.

The existing uses and zoning of surrounding properties include:

NORTH: To the immediate north is a 1.06-acre property to be developed with a Cobblestone Auto Spa car wash (currently under construction), zoned Interstate Commerce Center PAD, and located within the Local Commercial designation of the General Plan. Beyond the car wash property is the 99th Avenue Business

Center, a multi-tenant building containing mainly office and light industrial uses; this center is zoned Interstate Commerce Center PAD but located within the Business Park designation of the General Plan.

EAST (across 99th Avenue): Several lots within the City of Tolleson jurisdiction, zoned C-2 (General Commercial), and within the El Paseo (Corridor) designation of the General Plan, which is intended for commercial services and housing. A fast-food restaurant is currently under development on one of the lots while others remain vacant.

SOUTH: A 1.43-acre property developed with a Burger King restaurant, zoned Interstate Commerce Center PAD, and located within the Local Commercial designation of the General Plan.

WEST: A 6.2-acre property developed with the 99th Avenue Business Park, a multi-tenant building containing mostly offices and auto-related uses, which is zoned Interstate Commerce Center PAD and located within the Business Park designation of the General Plan.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Conditional Use Permit (CUP) to allow for the operation of a coffee shop with a drive-through on the subject property. The coffee shop building will be approximately 850 square feet in size and will feature two pickup windows (one on the north side of the building and one on the south side), each with a separate vehicle queuing lane. Combined, these two queueing lanes will accommodate approximately 19 vehicles as shown on the attached site plan (Exhibit E). A 125-square-foot outdoor patio will be provided on the west side of the building, but no public access will be provided to the interior of the building. Three vehicle parking spaces and two bicycle spaces will be provided, and nearly 38% of the site will be landscaped, including a 30-foot landscape setback along 99th Avenue. No direct vehicular access to 99th Avenue will be provided, but the site will utilize existing driveways on adjacent properties, as explained in more detail later in this report. Hours of operation for the coffee shop are expected to be 6 AM to 11 PM daily.

The building's architecture and site landscaping will be designed further as part of the Site Plan and Design Review application process to integrate with the design of the adjacent car wash under construction and the existing Burger King. The drive-through pad will be designed to include required site development standards for screening.

PUBLIC PARTICIPATION:

A Neighborhood Meeting to discuss the proposal with neighboring property owners and other interested parties was held on March 28, 2022, via Zoom. All notices of the meeting were completed in accordance with notification requirements. Aside from the project applicant and City staff, the meeting had no attendees.

All required notifications for the Planning Commission and City Council public hearings were completed in accordance with notification requirements. As of the writing of this report, no comments have been received from the public in response to these notifications. No comments have been shared to date on the City's digital platform, Avondale Connect.

PLANNING COMMISSION ACTION:

On May 17, 2023, the Planning Commission conducted a public hearing, and the applicant shared that the anticipated user will be Gravity Coffee and site improvements are being coordinated with the Cobblestone car wash. No questions were raised, or public comment offered. The Planning Commission passed a motion (5-0 vote) to recommend approval of the proposed Conditional Use Permit.

ANALYSIS:

To grant a Conditional Use Permit, five findings must be met as outlined in Zoning Ordinance Section 28-8.A.b. Each finding is presented below along with the staff's analysis.

1. That the proposed use (a) is consistent with the land use designation set forth in the general plan, (b) will further the City's general guidelines and objectives for development of the area, as set forth in the general plan and (c) will be consistent with the desired character for the surrounding area.

The subject property is designated as Local Commercial by the General Plan and is located within the Freeway

Corridor Specific Plan. The Local Commercial land use category is used primarily for providing daily needs of goods and services to the residents residing within the surrounding area. Restaurants are an example of such a use, and major arterial intersections are preferred locations for the Local Commercial designation. A coffee shop is consistent with the uses envisioned for this designation, and the project site is located near the intersection of two arterial streets (Van Buren Street and 99th Avenue). The use will serve customers living or working in the surrounding area and traveling along these major roadways.

The proposal supports the following General Plan goals and policies and the Freeway Corridor Specific Plan objective:

General Plan 2030

- Economic Element Goal 1 Policy F. Maintain Avondale's retail prominence as part of the City's economic and revenue base by identifying areas for new and higher quality retail and restaurant development to capture increased sales while maintaining a balance with necessary retail services.
- Economic Element Goal 3 Policy D. Support new development that accommodates business attraction opportunities.

Freeway Corridor Specific Plan

- Objective #1: Prioritize the City's appearance from the I-10 and the Loop 101 freeways, limiting heavy industrial uses and establishing strict design guidelines where necessary.

The proposed coffee shop conforms to design guidelines established for the Interstate Commerce Center PAD, in terms of building materials, color palette, and roofline variation, and walls will be provided along the 99th Avenue frontage to screen the vehicle queuing lanes from the street. This finding has been met.

2. That the use will be (a) compatible with other adjacent and nearby land uses and (b) will not be detrimental to persons residing or working in the area, adjacent property, the neighborhood or the public welfare in general.

The project site is located in the vicinity of other commercial uses, including a fast-food restaurant to the direct south, a car wash to the direct north (under construction), an additional fast-food restaurant on the east side of 99th Avenue (also under construction), and a convenience store at the southeast corner of Van Buren Street and 99th Avenue. The proposed use will not be detrimental to the existing office, light industrial, and service uses within the Interstate Commerce Center PAD, and may find a customer base amongst individuals who work in this center.

No residential uses are immediately adjacent to the subject property. The nearest residential areas include the Roosevelt Park subdivision approximately one mile to the west, and Sundancer Apartments approximately one-quarter mile to the east, within the City of Tolleson.

As conditioned, the intensity of the use, traffic generation, hours of operation, and other operational characteristics of the coffee shop will be consistent and compatible with existing uses in the vicinity. This finding has been met.

3. That the site is adequate in size and shape to accommodate the proposed use, allow safe on-site circulation, and meet all required development standards including, but not limited to, setbacks, parking, screening, and landscaping.

The project is designed to achieve all requirements of the Avondale Zoning Ordinance and the Interstate Commerce Center PAD.

As proposed, the coffee shop will be located between a Cobblestone Car Wash and a Burger King restaurant. A driveway from Van Buren Street is located on the Burger King lot, and an additional driveway from 99th Avenue straddles the property line between the Cobblestone Car Wash lot and the 99th Avenue Business Park to the north. Vehicular access to the coffee shop will be available from these two driveways via internal vehicle drive aisles that connect the coffee shop to Burger King and Cobblestone, and a cross-access agreement exists for the three lots. A pedestrian walkway will connect the 99th Avenue sidewalk to the coffee shop building, and then continue northward to the car wash building currently under construction on the adjacent lot.

The coffee shop building will have two drive-through windows, one on the north side of the building and the other on the south side. Each window will have a separate vehicle queuing lane, one accommodating approximately 13 vehicles and the other accommodating approximately 6 cars, for a total of 19, which is adequate for the proposed use. The subject property does not have direct vehicular access to either 99th Avenue or Van Buren Street, and the queuing lanes are located far enough from these street corridors to prevent customers from backing up into the public roadway as they wait to order. This finding has been met.

4. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.

The subject property is located near the northwest corner of two major arterials, Van Buren Street and 99th Avenue. Access will be from driveways on two adjacent properties as described above, and a cross-access agreement covers the subject property and the two adjacent properties.

The car wash currently under construction on the lot adjacent to the subject property obtained Site Plan and Design Review approval under PL-21-0053, on April 28, 2022. As part of the application package for PL-21-0053, a Traffic Impact Analysis (TIA) was submitted that analyzed impacts related to both the car wash and the coffee shop. This TIA was reviewed by Traffic Engineering staff, and the following conditions of approval were imposed on PL-21-0053:

- A painted median or “pork chop” shall be installed at the Van Buren driveway, and a “no left turn” sign shall be installed at this driveway, to the right or left of existing curbing.
- For northbound left-turning vehicles at the 99th Avenue access, a left-turn deceleration lane shall be provided with a minimum of 160 feet of storage. Alternatively, a two-way left-turn lane shall be provided.

Since these conditions of approval were generated based on the combined impacts of the car wash and coffee shop as discussed in the TIA, they have been applied again for this CUP, with additional language to clarify that the improvements will need to be in place before a Certificate of Occupancy can be issued for whichever of the two facilities is completed first. This finding has been met.

5. That adequate conditions have been incorporated into the approval to ensure that any potential adverse effects will be mitigated.

Conditions of approval are recommended for the project, most of which are standard for this type of development. Proposed conditions are listed in the "Recommendations" section below. This finding has been met.

DISCUSSION:

Staff recommends approval of the request for the following reasons:

- The proposed land use meets the five (5) required findings for a Conditional Use Permit (CUP) per the Zoning Ordinance.
- Approval of the proposal will result in development compatible with the Local Commercial General Plan land use designation, the Interstate Commerce Center PAD zoning, and existing development in the area.
- The proposed land use will not be detrimental to persons residing or working in the area, on adjacent properties, or to the public welfare in general.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

City Council will conduct a public hearing and **APPROVE** application PL-22-0005 Cobblestone Drive-Through Coffee Shop, a request for a Conditional Use Permit to allow a coffee shop with drive-through in the Interstate Commerce Center Planned Area Development (PAD), subject to the following four (4) conditions of approval:

1. Development and use of the site shall be in substantial conformance to the Cobblestone Drive-Through Coffee Shop Conditional Use Permit Narrative (Exhibit D) dated February 28, 2023; Site Plan (Exhibit E) dated February 28, 2023; Landscape Plan (Exhibit F) dated August 21, 2022; and Color Building Elevations (Exhibit G) dated March 30, 2023.

2. Administrative approval of a Site Plan and Design Review application is required prior to issuance of a building permit for the coffee shop.

3. The following stipulations for PL-21-0053 (the Site Plan and Design Review for Cobblestone Car Wash on Assessor Parcel Number 102-54-118) are also applicable to this Conditional Use Permit. Should the coffee shop be completed before the car wash, these improvements will need to be in place before a Certificate of Occupancy is issued for the coffee shop.

a. A painted median (pork chop) shall be installed at the Van Buren driveway, with “no left turn” sign either right or left of existing curbing and not within the pork chop.

b. For northbound left-turning vehicles at the existing full access on 99th Avenue, a left-turn deceleration lane with minimum 160 feet of storage shall be provided. Alternatively, a two-way left-turn lane (TWLTL) shall be provided.

4. In accordance with Section 28-8(d) of the Avondale Zoning Ordinance, the Conditional Use Permit shall expire two (2) years from the date of Council approval if the use has not commenced.

Contact person for document distribution: Catherine Lorbeer



Aerial Map



Subject Property



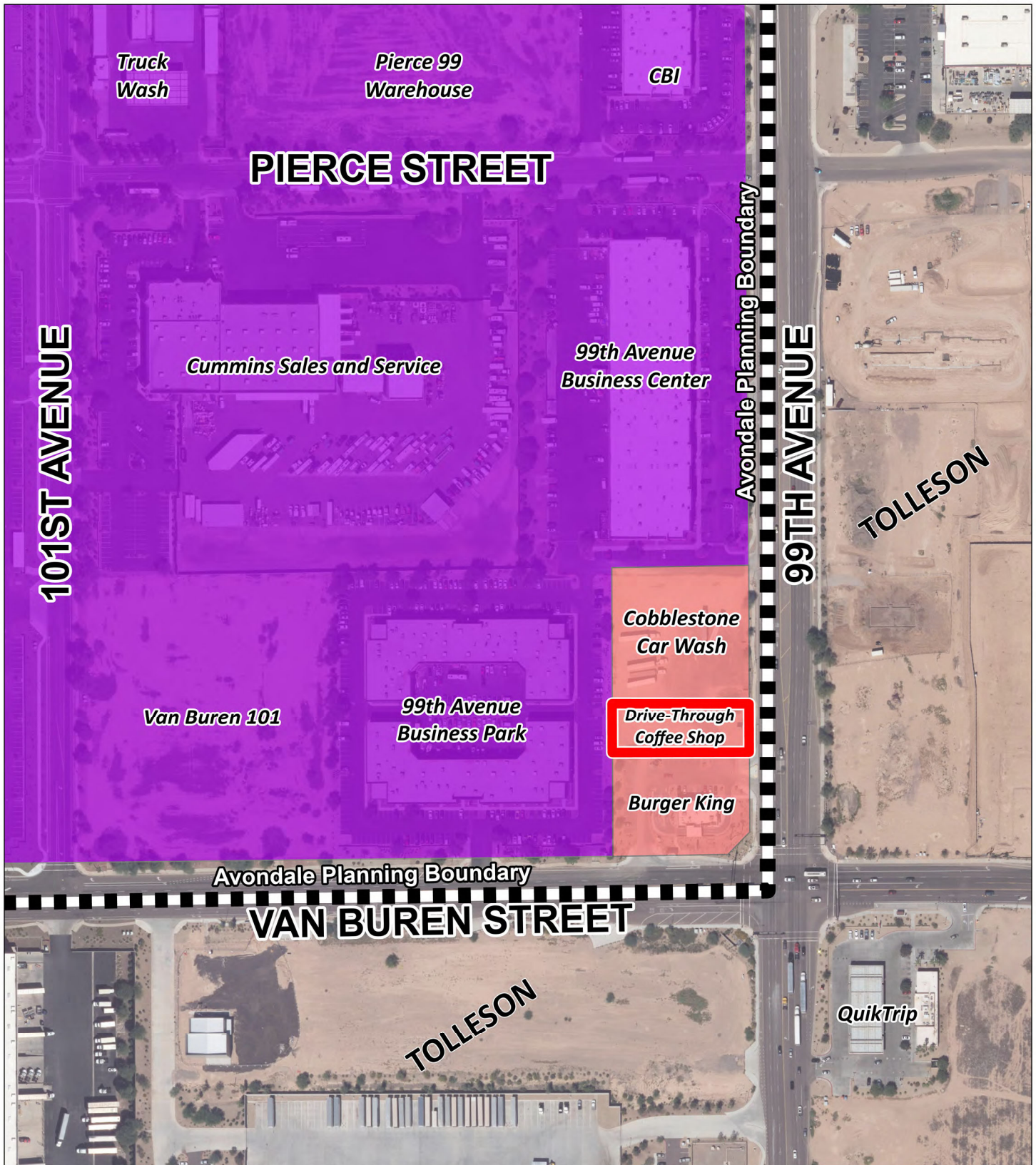


Zoning Vicinity



Subject Property





General Plan Land Use



Business Park
 Local Commercial

Subject Property





**GRAVITY COFFEE
PROJECT NARRATIVE**

October 11th, 2022

CITY OF AVONDALE

Development Services/Planning Division

11465 W Civic Center Dr

Avondale, AZ 85323

RE: **CUP ReSUBMITTAL**
Proposed Gravity Coffee Drive-Thru Facility
Interstate Commerce Center
Avondale, AZ

Dear Planning Team:

We are very pleased to be resubmitting for Site Plan/CUP for the proposed Gravity Coffee Drive-thru Facility with Outdoor Dining, to be located North of the North-West of 99th Ave & Van Buren within the existing Interstate Commerce Center Development. The 22,491sf/.516 Acre parcel which is Zoned PAD (Planned Area Development) and currently is Vacant. The surrounding parcel is also currently Zoned PAD (Intermediate Commercial PAD) to the North, South and West, with PAD on South Side and C-2 Zoning on East side. There is an existing MLD/Plat that includes Cross Access agreements between all Pads within Center. Under PAD, Drive-thru Use requiring Site Plan/Design Review and CUP Approvals.

The proposed facility will include proposed 850sf Building with Drive-thru only with outdoor dining, with 3 proposed Parking spaces with 1 ADA Space. Hours of Operation are expected to be from 6am to 11pm.

- a. The Proposed Gravity Coffee Use is consistent with the Land Use designation as set forth in the General Plan for Commercial/Industrial Development, meets and will further General Guidelines and objectives of the adjacent area, and be consistent with promoting high quality Retail Services and Goods to the local Community as part of an overall Quality Development.
- b. Proposed Gravity Coffee is compatible with existing adjacent Uses such as Burger King at the immediate corner and approved Cobblestone Express which provide high quality services and goods to local community. Fulfilling one of the Core Goals to infill existing Vacant Parcels with quality development will be beneficial to adjacent development and local neighborhood/community and enhance public welfare.
- c. The proposed Gravity Coffee is part of an overall Interstate Commerce Industrial Development. Our proposed Drive-thru only facility allows for safe on-site circulation with no proposed indoor/outdoor dining thus eliminating need for large parking fields. Proposed Development meets the required Landscape Setbacks along 99th Avenue with proposed new Frontage Landscaping with adequate screening meeting City development standards.



GRAVITY COFFEE PROJECT NARRATIVE

- d. Proposed Gravity Coffee is part of larger Interstate Commerce Industrial Park with existing Access points off of 99th Avenue and Van Buren to remain. Arterials have existing traffic patterns with no significant increase which were addressed in TIA that was coordinated with City Traffic Department
- e. We have diligently worked with Planning and Traffic Staff to provide a quality and safe site layout. We were able to increase our proposed vehicular drive-thru queuing as requested by City Traffic Engineer which he had opportunity to review and approve.

Pads are currently Vacant within existing Development with an existing Burger King at the immediate NW Corner and existing Industrial Buildings to the West and North, with existing Access points off of 99th Ave and Van Buren and on-site circulation. We are not proposing any revisions nor new Curb Cut Access points off of 99th Avenue. We are complying with the required 30' setbacks along 99th Avenue. There are existing Water, Sewer and Storm Drain Taps to Lot 2 (Pre-Approved Cobblestone Car Wash) and Lot 1 (Gravity Coffee). We will utilize existing Storm Drain inlet and provide our on-site underground retention that will provide for both Parcels, again will be developed as part of Cobblestone Car Wash (Lot 2) site improvements. Proposed Screen wall and landscaping are being proposed along 99th Avenue. Existing Traffic patterns exist with no expected significant increases. A TIA was prepared and coordinated with City Traffic Department as well as City of Tolleson Engineer.

We are proposing Quality Design with sustainable materials with a cohesive Color Palette and overall unparalleled Design complementing existing Development for the Avondale Community. Proposed Gravity Coffee Contemporary Design that will complement at same time be unique in itself providing a quality Development for the Avondale Community.

We appreciate the opportunity to be making our Site Plan/CUP resubmittal and we look forward to your subsequent review and approval. Please do not hesitate to contact us if you should have any questions and/or need any additional clarifications or supplement information.

Respectfully,



A handwritten signature in blue ink, appearing to be 'J. M. M.', located below the M3 Design logo.

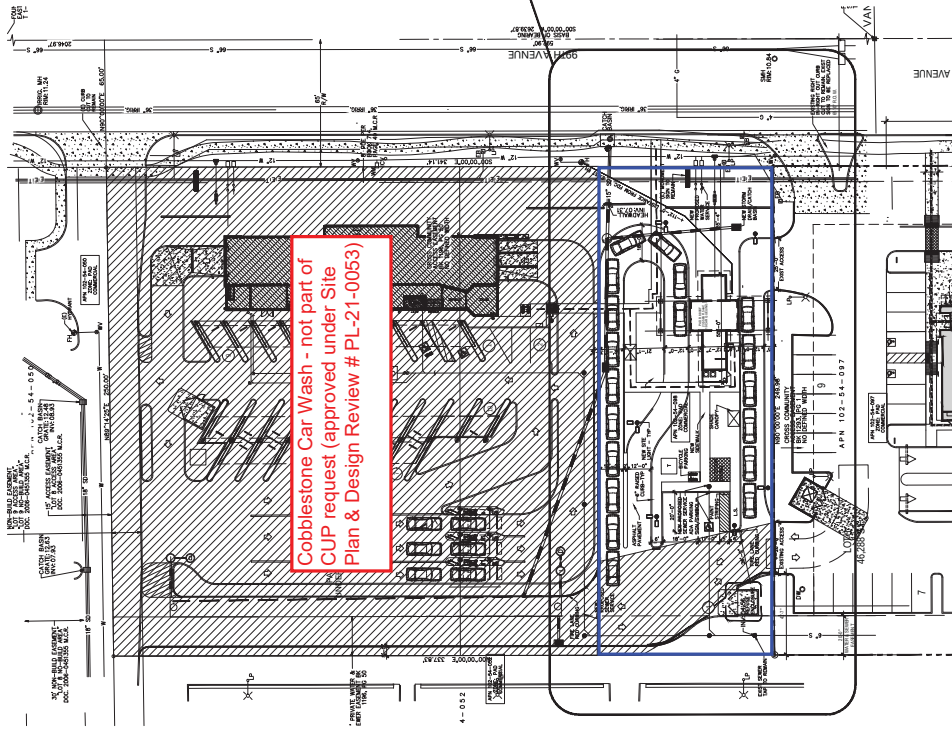


**GRAVITY COFFEE
PROJECT NARRATIVE**

Jesse Macias
President
2645 N 7th Avenue
Phoenix, AZ 85007
jmacias@m3designllc.com

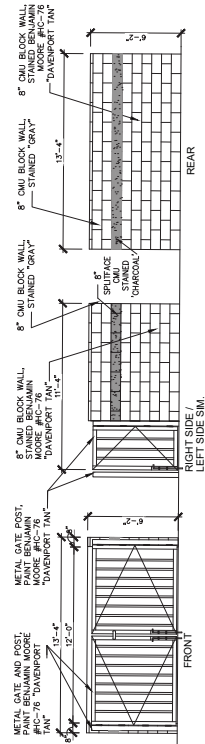
Submitted electronically 2/28/23

Exhibit E

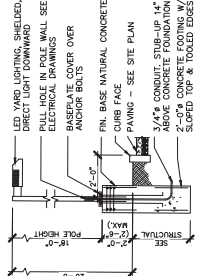


Cobblestone Car Wash - not part of CUP request (approved under Site Plan & Design Review # PL-21-0053)

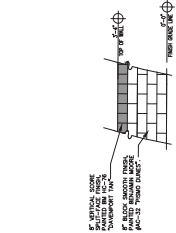
1 SITE PLAN SCALE: 1" = 30'-0"



1 TRASH ENCLOSURE SCALE: 1/4" = 1'-0"



2 LIGHT POLE DETAIL SCALE: 1/4" = 1'-0"

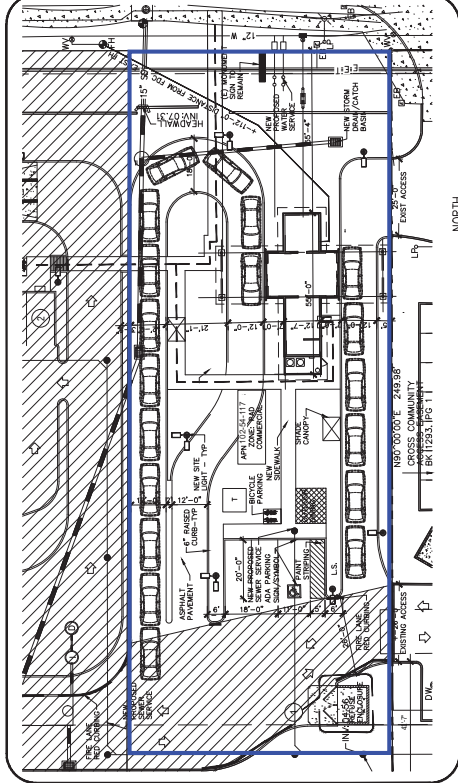


3 SCREEN WALL SCALE: 1/4" = 1'-0"



VICINITY-MAP

1 SITE PLAN SCALE: 1" = 20'-0"

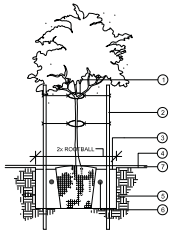


1 SITE PLAN SCALE: 1" = 20'-0"

INTERSTATE COMMERCIAL CENTER PAD APPROVED 10-11-2004

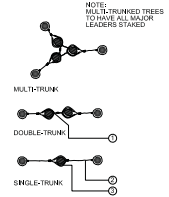
PROJECT DATA	SITE DATA	PROJECT DESCRIPTION	LEGAL DESCRIPTION	CITY OF AVONDALE SITE PLAN NOTES	APPROVAL STAMPS
PROJECT NAME: COMBINE EXPRESS COMMERCIAL CENTER PROPOSED USE: VACANT OWNER: COMBINE AUTO SPA CONTACT: TUCK BETH ARCHITECT: 390 N 7TH AVE, SUITE 100, PHOENIX, AZ 85007	SITE NET AREA: 32,449 SF / .52 AC APN # 102-54-117 GENERAL PLAN DESIGNATION: COMMERCIAL PLANNED DEVELOPMENT: 100% SINGLE-FAMILY RESIDENTIAL BUILDING COVERAGE: 800 SF / 25,449 SF = 3.1% LANDSCAPE: 8,400 SF / 22,449 SF = 37.4% REMARKS: 1. 100% SINGLE-FAMILY RESIDENTIAL 2. 100% SINGLE-FAMILY RESIDENTIAL 3. 100% SINGLE-FAMILY RESIDENTIAL 4. 100% SINGLE-FAMILY RESIDENTIAL 5. 100% SINGLE-FAMILY RESIDENTIAL	NEW 2ND FLOOR ADDITION (NEW) WITH 1 FLOOR ADDITION (NEW) ON LOT 3, WITH PROPOSED SITE IMPROVEMENTS TO INCLUDE CROSS ACCESS AND NEW LANDSCAPING.	LOT 1 OF INTERESTING COMMERCIAL PLAT	CITY OF AVONDALE SITE PLAN NOTES 1. THE PROJECT IS LOCATED IN THE CITY OF AVONDALE, ARIZONA, AND IS SUBJECT TO THE CITY'S ZONING ORDINANCES. 2. THE PROJECT IS LOCATED IN THE CITY OF AVONDALE, ARIZONA, AND IS SUBJECT TO THE CITY'S ZONING ORDINANCES. 3. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND. 4. ALL SHADING DEVICES WILL BE PLACED UNDERGROUND. 5. ANY LIGHTING WILL BE PLACED UP TO 15 FEET ABOVE THE GROUND SURFACE AND SHALL BE SHIELDED TO PREVENT LIGHT POLLUTION. 6. THE PROJECT SHALL BE SUBJECT TO THE CITY'S ZONING ORDINANCES.	APPROVAL STAMPS

Submitted electronically 8/31/22



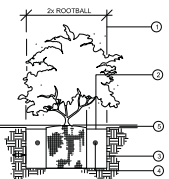
DOUBLE STAKING DETAIL

NOT TO SCALE



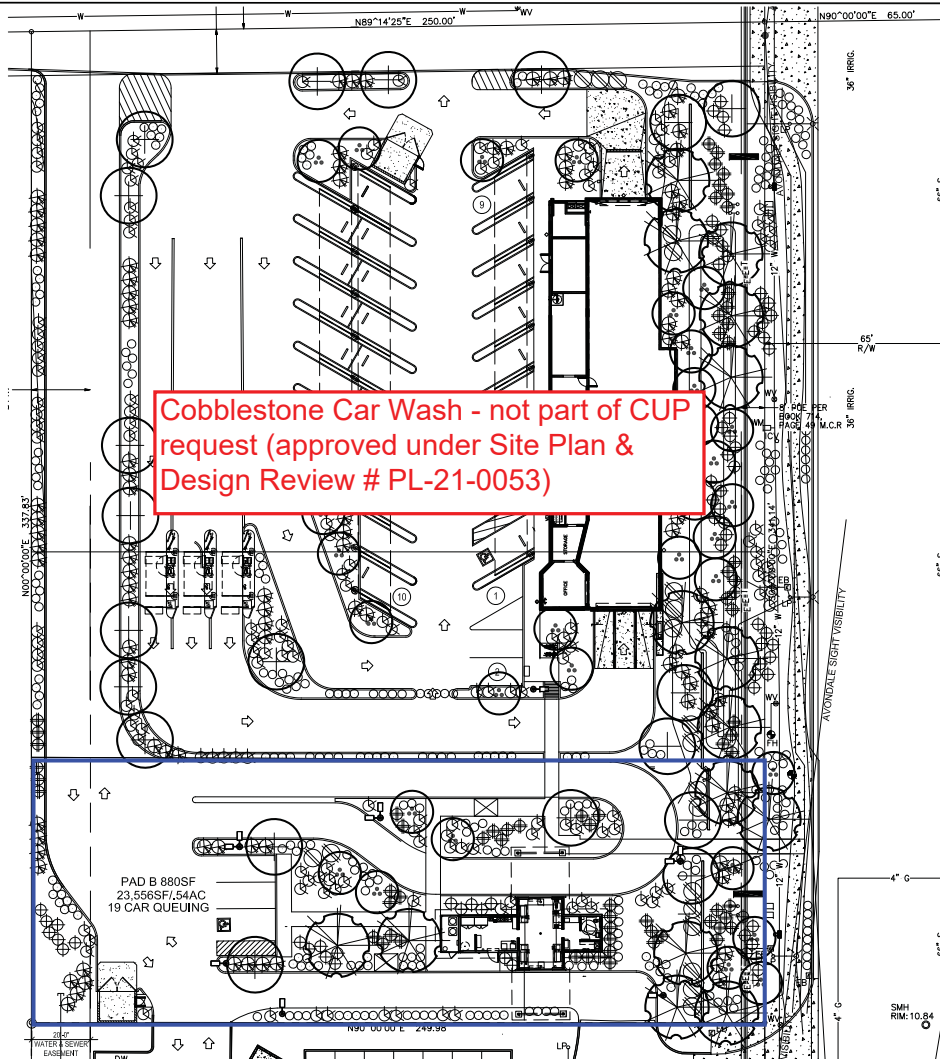
TREE GUYING DETAIL

NOT TO SCALE

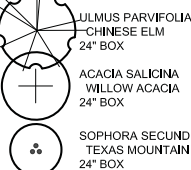


SHRUB PLANTING DETAIL

NOT TO SCALE



LANDSCAPE LEGEND



ULMUS PARVIFOLIA
'CHINESE ELM'
24\"/>

ACACIA SALICINA
'WILLOW ACACIA'
24\"/>

SOPHORA SECUNDIFLORA
'TEXAS MOUNTAIN LAUREL'
24\"/>

LEUCOPHYLLUM FRUTESCENS
'WHITE CLOUD'
5 GALLON

CALISTOMON 'LITTLE JOHN'
'LITTLE JOHN BOTTLE BRUSH'
5 GALLON

TECOMA 'ORANGE JUBILEE'
'ORANGE JUBILEE'
5 GALLON

HEPERALOE PARVIFLORA
'RED YUCCA'
5 GALLON

DASYLIRION WHEELERII
'DESERT SPOON'
5 GALLON

LANTANA MONTEVIDENSIS
'DALLAS RED'
5 GALLON

CONVOLVULUS CNEORUM
'BUSH MORNING GLORY'
5 GALLON

3/4\"/>

2\"/>

Avondale

PLANTING DATA SHEET

(Table must be present on plans; use relevant requirement)

(gravity coffee pad)

REQUIRED LANDSCAPE IMPROVEMENTS BY ZONING DISTRICT		REQUIRED	PROVIDED
A. Single Family Residential (AG, RR-43, RR-18, R1-15, R1-15, R1-15, R1-15)		N/A Trees	N/A Trees
B. Multiple Family Residential (R-2, R-3, R-4, M-1)		N/A Trees	N/A Trees
C. City Center		N/A Trees	N/A Trees
REQUIRED LANDSCAPE AREAS		REQUIRED	PROVIDED
D. CP within Employment		N/A sq. ft.	N/A sq. ft.
E. A-1 within Employment		N/A sq. ft.	N/A sq. ft.
F. All Development within Multiple Family		N/A sq. ft.	N/A sq. ft.
G. All Development within All Other Zoning Districts not listed above		4498 sq. ft.	8742 sq. ft.
H(1) Landscape Setback/ Trees		7 Trees	7 Trees
H(2) Landscape Setback/Shrubs		35 Shrubs	35 Shrubs
H(3) Landscape Setback/Groundcover		1620 sq. ft.	1620 sq. ft.
I. Land Use Buffers		N/A Trees	N/A Trees
J. Parking Lots/Trees		6 Trees	6 Trees
K. Building Frontage		75 sq. ft.	75 sq. ft.
L. Cactus/Succulents		N/A %	N/A %
M(1) Right of way Landscaping/Trees		4 Trees	4 Trees
M(2) Right of way Landscaping/Shrubs		54 Shrubs	54 Shrubs
N. Special Planting Requirements (PAD, Zoning, etc.)		N/A	N/A
TOTALS		REQUIRED	PROVIDED
Total Trees (Lines A-N)		32 Trees	32 Trees
Total Shrubs (Lines A-N)		139 Shrubs	153 Shrubs
Total Groundcover (Lines A-N)		1620 sq. ft.	1620 sq. ft.
Total Groundcover, inorganic (3/4" screened decomposed granite)		8742 sq. ft.	8742 sq. ft.
Total Right-of-way Landscape Area		689 sq. ft.	689 sq. ft.
Total Parking Lot Landscaping Area		240 sq. ft.	240 sq. ft.
Total Usable Open Space (PAD only)		sq. ft.	sq. ft.
Total Usable Open Space (PAD only)		%	%

GENERAL LANDSCAPE NOTES

- All single-trunk trees required on site shall be two (2) inch caliper average size. Tree calipers for single-trunk trees shall be measured at twelve (12) inches above the ground. All multi-trunk trees shall be one and one-half (1-1/2) inch caliper minimum. Tree caliper for multi-trunk trees shall be measured twelve (12) inches above the first fork or twelve (12) inches above ground if all trunks originate from the soil. Caliper of multi-trunk trees shall be determined by taking the average caliper of all its trunks. Multi-trunk trees shall have no more than three (3) trunks.
- Tree caliper and height shall govern over any other planting size information provided on the drawings. Trees specified by container sizes only shall not be accepted.
- The Property Owner and/or lessee shall be responsible to install/maintain all landscaping within the Right-of-way. All landscaping shall be maintained as approved on the Landscape Maintenance Schedule (See attached).
- A 3-foot clear space is required around all fire suppression equipment. No plants may be installed that will encroach upon this clear space when mature.
- Plantings within any sight visibility easement shall be maintained so that no limbs hang lower than seven (7) feet and shrubs or other plants planted within any sight visibility easement shall be no taller than two (2) feet at full growth.
- THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS.

NOTE: All construction shall be in accordance with the City of Avondale Supplement to MAG Specifications and Standard Details currently on file and available at the City of Avondale Engineering Department.

LANDSCAPE PLAN



T.J. McQUEEN & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE

URBAN DESIGN

SITE PLANNING

10450 N. 74th Street, Suite 120
Scottsdale, Arizona 85258
P: (602) 265-0320
F: (602) 265-0320

EMAIL: timmcqueen@tjma.net



Exhibit F

2008 NORTH 7
PHOENIX, ARIZ.

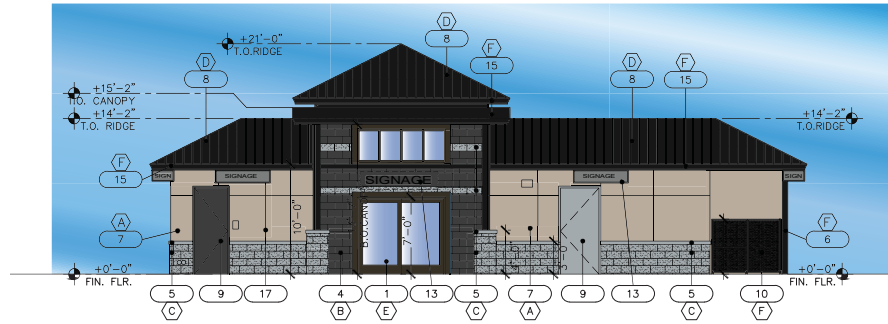


COBBLESTONE EXPRESS CARWASH
NWC 99TH AVE & VAN BUREN
AVONDALE, ARIZONA 85323

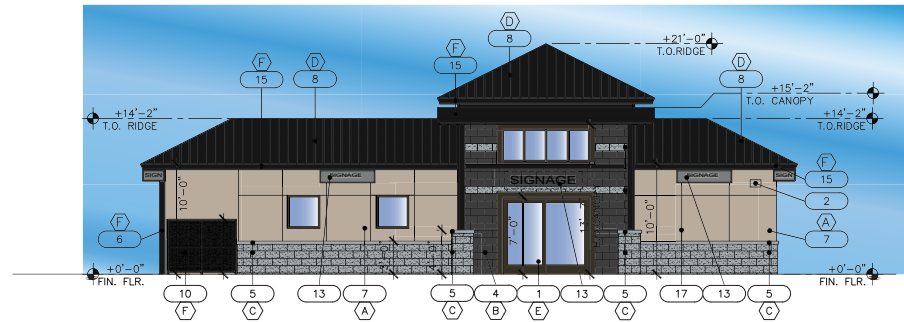
DATE: 2020-12-02
SCALE: SCALE
DRAWN BY: JMN
PROJECT NUMBER: CBL20004.0
SHEET: 1
La.01

Submitted electronically 5/10/23

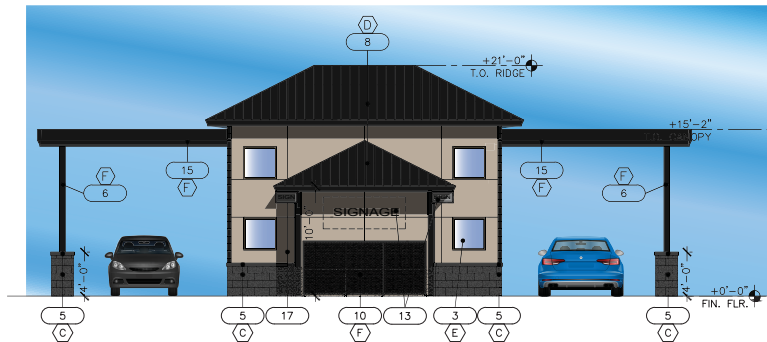
Exhibit G



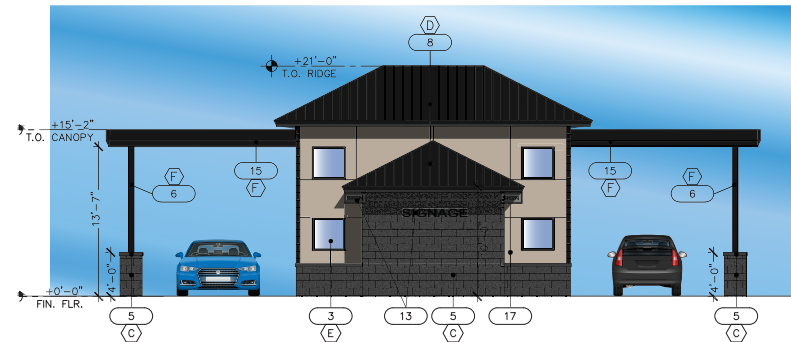
1 NORTH ELEVATION
SCALE: 3/16" = 1'-0"



2 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

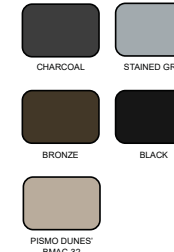


3 WEST ELEVATION
SCALE: 1/8" = 1'-0"



4 EAST ELEVATION (99TH AVE)
SCALE: 1/8" = 1'-0"

COLOR LEGEND:



ELEVATION KEY NOTES

- 1 DRIVE-THRU WINDOW - DARK BRONZE FINISH
- 2 BUILDING ADDRESS - GC TO VERIFY LOCATION AND SIZE WITH CITY.
- 3 DARK BRONZE STOREFRONT SYSTEM WITH GLAZING.
- 4 SMOOTH MASONRY BLOCK/MASONRY CAP
- 5 SPLIT-FACE MASONRY/MASONRY CAP
- 6 STEEL COLUMN
- 7 WESTERN 1-KOTE STUCCO FINISH
- 8 PAC-CLAD STANDING SEAM METAL ROOF
- 9 HOLLOW METAL DOOR AND FRAME, PAINT TO MATCH ADJACENT WALL
- 10 ALL RTU's TO BE SCREENED WITHIN METAL TS/PERFORATED METAL ENCLOSURE, STEEL SCREEN FRAME AND 20% OPEN AREA MESH-PAINTED
- 11 NOT USED
- 12 NOT USED
- 13 ILLUMINATED SIGNAGE REQUIRES SEPARATE PERMITS, APPROVALS AND IS UNDER SEPARATE CONTRACT - SHOWN FOR REFERENCE ONLY.
- 14 NOT USED
- 15 ROOF FASCIA - PAINTED
- 16 NOT USED
- 17 STUCCO EXPANSION JOINT

MATERIAL AND COLOR LEGEND

- A WESTERN 1-KOTE STUCCO, ACRYLIC SYSTEM BENJAMIN MOORE BMAC-32 "PISMO DUNES"
- B SMOOTH MASONRY WANSKOT "CHARCOAL"
- C SPLIT-FACE MASONRY "GRAY"
- D PAC-CLAD 16" STANDING SEAM METAL ROOF "BLACK"
- E DARK BRONZE ANODIZED ALUM STOREFRONT WITH SOLARIAN GLAZING 70X.
- F METAL SCREEN/STEEL FRAME/STEEL COLUMN/FASCIA- BLACK FINISH. MESH TO BE 20% OPEN AREA

2008 NORTH 7th AVENUE
PHOENIX, ARIZONA 85007



GRAVITY COFFEE
390 N 99TH AVENUE
AVONDALE, ARIZONA 85323

GRAVITY COFFEE EXTERIOR COLOR ELEVATIONS

DATE: 2021-01-5
SCALE: SCALE
DRAWN BY: JM
PROJECT NUMBER: CBL20004.0
SHEET: DD3.0
PROJECT #: PL-22-0005

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2042-0623 - Zoning Ordinance Text Amendment – Article 13 Medical Marijuana Dispensary and Marijuana Establishment Hours of Operation - Application PL-23-0017

MEETING DATE: 6/26/2023

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) 333-1011

STRATEGIC PLAN:

STRATEGIC OUTCOME: Innovative Program and Service Delivery.

STRATEGY: Improve internal and external customer service delivery through streamlined processes and data-based programming.

PURPOSE:

City Council will hold a public hearing and consider a request to adopt 2042-0623, approving a request by Andrew Bauer of Harvest Trulieve for a text amendment to the Avondale Zoning Ordinance, Article 13 (Medical Marijuana Uses/Requirements and Marijuana Establishments Uses/Requirements), extending the permitted hours of operation of medical marijuana dispensaries and marijuana establishments from 8:00 P.M. to 10:00 P.M and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Harvest House of Cannabis operates as a dual licensee as both a marijuana establishment and medical marijuana dispensary.

A medical marijuana dispensary is defined in Section 28-15 of the Avondale Zoning Ordinance as a nonprofit medical marijuana dispensary (as defined in Ariz. Rev. Stat. § 36-2801, as amended) duly registered and certified pursuant to Ariz. Rev. Stat. § 36-2804, as amended.

A marijuana establishment, per Section 28-15, means an entity licensed by the Arizona Department of Health Services to operate all of the following:

1. A single retail location at which the licensee may sell marijuana and marijuana products to consumers, cultivate marijuana, and manufacture marijuana products.
2. A single off-site cultivation location at which the licensee may cultivate marijuana, process marijuana and manufacture marijuana products, but from which marijuana and marijuana products may not be transferred or sold to consumers.
3. A single off-site location at which the licensee may manufacture marijuana and marijuana products and package and store marijuana and marijuana products, but from which marijuana and marijuana products may

not be transferred or sold to consumers.

The voters of the State of Arizona passed the Arizona Medical Marijuana Act (AMMA), Proposition 203 on November 2, 2010. The act legalized the use, sale, and cultivation of marijuana for medical purposes, allowing for the establishment of medical marijuana dispensaries within the State of Arizona. To comply with the state regulations, on February 22, 2011, the City of Avondale approved Resolution 2957-211 and Ordinance 1449-211, adopting Section 13, Medical Marijuana Uses Regulations of the Avondale Zoning Ordinance. The allowed hours of operation were limited to Monday through Friday, 9:00 A.M.– 6:00 P.M.

On May 5, 2014, City Council approved a Council-initiated Zoning Ordinance text amendment, Ordinance 1544-514, allowing dispensaries to operate on weekends between the hours of 9:00 A.M to 6:00 P.M., duplicating the allowed hours of operation for weekday operations. However, a request to extend the hours of daily operation to 9:00 P.M. was not supported by the Council (November 21, 2016) due to concerns about increased crime.

A staff-initiated Zoning Ordinance text amendment, Ordinance 1703-919, was approved on September 12, 2019. As part of this multi-faceted amendment, hours of operation for dispensaries were extended two (2) hours, allowing dispensaries to remain open until 8:00 P.M. This aligned with typical dispensary business hours, which are similar to retail establishments. Another staff-initiated text amendment, Ordinance 2007-0121, was approved on January 19, 2021. The amendment included changes to Article 1 (Administration and Procedures) and Article 13 (Marijuana Uses) to reflect changes in policies and procedures, address an approved ballot initiative related to marijuana establishments, and clarify uses and restrictions for marijuana-related uses and operations.

SUMMARY OF REQUEST:

Harvest House of Cannabis, formerly known as Golden Leaf Wellness, opened for business in February 2016. The dispensary is located in a converted residence at 3828 South Vermeersch Road in Avondale.

The applicant, Andrew Bauer of Harvest Trulieve on behalf of the Harvest House of Cannabis dispensary, has applied to amend Avondale Zoning Ordinance Article 13 to further expand the permitted hours of operation of both medical marijuana dispensaries and marijuana establishments (Exhibits A and B). If approved, dispensary establishments and marijuana establishments will be permitted to remain open until 10:00 P.M., two (2) hours later than currently permitted (8:00 P.M.).

Text with a strike-through is proposed to be removed, and text that is underlined and bold is the new proposed text, as follows:

Chapter, 28, Article 13, 28-316, B

A medical marijuana dispensary shall have operating hours not earlier than 9:00 A.M. and not later than ~~8:00 P.M.~~ **10:00 P.M.**

Chapter 28, Article 13, 28-317, B

A marijuana establishment shall have operating hours not earlier than 9:00 A.M. and not later than ~~8:00 P.M.~~ **10:00 P.M.**

The applicant's narrative indicates that the hours of operation extension is being requested to allow Avondale residents more time to visit the dispensary and to have hours more consistent with State law and other surrounding cities which stay open later than 8:00 P.M. The applicant also feels this change will not have an adverse effect on public safety.

PUBLIC PARTICIPATION:

All required notifications for Planning Commission and City Council public hearings have been completed. Staff has not received any feedback on the proposal by phone or email. At the time of writing this report, no comments related to the proposal had been posted on the City's Avondale Connect digital forum.

PLANNING COMMISSION ACTION:

On May 17, 2023, the Planning Commission conducted a public hearing on the proposed text amendment. The Commission did not have any questions and there were no speakers on the item. The Commission passed a motion (5-0 vote) to recommend approval of the zoning ordinance text amendment.

ANALYSIS:

To date, the City of Avondale has taken a conservative approach regarding the hours of operation of medical marijuana dispensaries. The expanded hours will accommodate the diverse needs of patients, many of whom are

service workers unable to visit the dispensary prior to 8:00 P.M. The hours of operation allowed by other west valley cities are as follows:

- Goodyear 8:00 A.M. – 7:00 P.M.
- Glendale 8:00 A.M. – 10:00 P.M.
- Litchfield Park 8:00 A.M. – 7:00 P.M.
- Peoria 8:00 A.M. – 9:00 P.M.
- Phoenix 8:00 A.M. – 10:00 P.M.
- Surprise 8:00 A.M. – 9:00 P.M.

Extending the hours of operation would allow the dispensary to serve its patients on an equal basis and is not anticipated to result in any adverse impacts on the community. Consultation with Avondale Police did not identify any concerns with the request.

DISCUSSION:

Staff recommends approval of the request for the following reasons: (1) The requested hours of operation for marijuana establishments and medical marijuana dispensaries will largely be in line with the regulations of other municipalities in the region; and (2) The amendment is not anticipated to have any adverse impacts on the community.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

The City Council will conduct a public hearing and **ADOPT** an Ordinance approving Application PL-23-0017, a request to amend the City of Avondale Zoning Ordinance Article 13, extending the permissible closing hours of operation for both medical marijuana dispensaries and marijuana establishments from 8:00 P.M. to 10:00 P.M.

Contact person for document distribution: Michelle Simerdla

Harvest of Avondale
3828 S. Vermeersch Road
Avondale, AZ 85323

Project Narrative

Harvest of Avondale, located at 3828 S. Vermeersch Road, is requesting an amendment to Avondale Zoning Ordinance: Chapter 28 Article 13, 28-316 B and 28-317 B, relating to hours of operation of medical marijuana dispensaries and marijuana establishments. Harvest of Avondale is seeking to extend the hours of operation for licensed dispensaries in Avondale from 8:00 pm to 10:00 pm. We believe this change, which would make Avondale code consistent with state law and other surrounding cities, will benefit patients while not adversely affecting public safety.

Currently, most cities adjacent to or nearby Avondale allow dispensaries to stay open later than 8:00 pm. Chandler, Glendale, Phoenix and Tempe all allow dispensaries to remain open until at least 10:00 pm. Avondale residents who work later hours are forced to either rush to make the 8:00 pm deadline or travel to a neighboring jurisdiction, causing Avondale to lose out on tax revenue.

We do not believe this change will have an adverse effect on public safety. In fact, when recommending a similar change in Phoenix, city staff concluded that: “based on the numerous reviews of existing non-profit medical marijuana dispensaries, there are not significant public safety issues or detrimental effects from these establishments, including the ones with extended operating hours.” The Phoenix City Council adopted the change followed by the City of Tempe.

In conclusion, extending Avondale’s dispensary hours of operation is a simple change that will benefit city residents and will more closely align the City with its neighbors.

HARVEST

EXHIBIT

Allowable Hours for Marijuana Dispensaries

City	Allowable Hours
Avondale	9am - 8pm
Casa Grande	7am - 10pm
Chandler	7am - 10pm
El Mirage	8am - 10pm
Flagstaff	8am - 10pm
Gilbert	8am - 8pm
Glendale	8am - 10pm
Globe	8am - 8pm
Goodyear	8am - 7pm
Guadalupe	No limitations
Litchfield Park*	8am – 7pm
Mesa	8am - 9pm
Peoria	8am - 9pm
Phoenix	8am - 10pm
Scottsdale	6am - 10pm
Sierra Vista	9am - 7pm
Surprise	8am – 9pm
Tempe	8am - 10pm
Tucson	7am - 10pm

Arizona law regarding hours of operation state marijuana establishment's retail site is operating and available to provide marijuana and marijuana products to consumers at least 30 hours weekly between the hours of 7:00 a.m. and 10:00 p.m.

Title 9. Health Services Chapter 18. Department Of Health Services Adult-Use Marijuana Program. R9-18-308

INFORMATION ON PROPOSED AMENDMENT

Section of the Zoning Code proposed to be amended: Chapter 28, Article 13, 28-316 (b)

Current text: A medical marijuana dispensary shall have operating hours not earlier than 9:00 a.m. and not later than 8:00 p.m.

Proposed text: A medical marijuana dispensary shall have operating hours not earlier than 9:00 a.m. and not later than ~~8:00pm~~ 10:00 p.m.

Section of the Zoning Code proposed to be amended: Chapter 28, Article 13, 28-317 (b)

Current text: A marijuana establishment shall have operating hours not earlier than 9:00 a.m. and not later than 8:00 p.m.

Proposed text: A marijuana establishment shall have operating hours not earlier than 9:00 a.m. and not later than ~~8:00pm~~ 10:00 p.m.

ORDINANCE NO. 2042-0623

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE ZONING ORDINANCE, CITY CODE, CHAPTER 28 (ZONING ORDINANCE), ARTICLE 13 (MARIJUANA USES), SECTION 28-316 (REQUIREMENTS; MEDICAL MARIJUANA DISPENSARY.) RELATING TO OPERATING HOURS.

WHEREAS, all due and proper notices of public hearings on this Ordinance held before the City of Avondale Planning and Zoning Commission (the “Commission”) and the Council of the City of Avondale (the “City Council”) were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing regarding the subject matter of this Ordinance on May 17, 2023, after which the Commission recommended to the City Council that the amendment to the City of Avondale Zoning Ordinance (the “Zoning Ordinance”) contemplated by this Ordinance be approved; and

WHEREAS, the City Council held an additional public hearing on this Ordinance on June 26, 2023.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY 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 Avondale City Code, Chapter 28 (Zoning Ordinance), Article 13 (Marijuana Uses), Section 28-316 (Requirements; medical dispensary.), Subsection B is hereby amended to read as follows:

(B) A medical marijuana dispensary shall have operating hours not earlier than 9:00 a.m. and not later than ~~8:00~~ 10:00 p.m.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. The Mayor, the 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,
June 26, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2043-0623 - Rezone from Crystal Springs Planned Area Development (PAD) to The District at Crystal Springs PAD - Application PL-22-0217

MEETING DATE: 6/26/2023

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) 333-1011

STRATEGIC PLAN:

Strategic Outcome: Creative and Sustainable Community Development

Strategy: Develop diverse housing options, to include housing that is affordable for workers and close to their jobs.

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Ordinance 2043-0623, approving a request by Carolyn Oberholtzer, on behalf of property owner Stotz Farms Inc, to rezone the approximately 45 acres of land located at the southwest corner of McDowell Road and Avondale Boulevard, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The proposed rezoning includes a multi-family residential apartment development, a residential townhouse development, a medical use, and other commercial uses. The Council will take appropriate action.

BACKGROUND:

The approximately 45-acre subject property (Exhibits A and B) is located at the southwest corner of McDowell Road and Avondale Boulevard. The property was annexed into the City's corporate limits on March 3, 1999. It is irregularly shaped and is currently being used for farming.

The Crystal Springs PAD currently allows only commercial uses (Community Commercial C-2) on the subject property.

The property is designated by the General Plan 2030 Land Use Map (Exhibit C) as Mixed Use, which is a land use designation for a mixture of residential and commercial. This category encourages innovatively designed developments, which create a core living environment, reflective of a village concept where residents can live, work, and recreate within the same development or close by. Basic criteria for development include a reasonable scale to the surrounding neighborhood, proportionate ratios for each use, encouragement of alternative modes of transportation (such as bicycling or walking), and a well-conceived plan with access to and integration of transit facilities.

The existing uses and zoning of surrounding properties include:

NORTH OF MCDOWELL ROAD: Avondale Commons, a mixed use development currently under construction that will consist of multi-family residential and commercial uses zoned Planned Area Development (PAD).

EAST OF AVONDALE BOULEVARD: A gas station (Circle K) and vacant land currently being used for farming; zoned C-2.

SOUTH OF THE I-10 FREEWAY: Vacant land currently being used for farming; zoned the BLVDD (The Boulevard District).

WEST: A charter school (Sun Valley Academy) is southwest of the site. West of 117th Avenue is a multi-family residential development (Crystal Springs Apartments) zoned Crystal Springs PAD, and a multi-family residential development (McDowell 117) zoned Hancock Communities McDowell 117 PAD.

SUMMARY OF REQUEST:

The applicant is requesting to rezone the subject property from Crystal Springs Planned Area Development (PAD) to a new PAD, The District at Crystal Springs Avondale PAD. The proposed PAD Narrative included as Exhibit D details permitted uses, development standards, landscaping standards, architectural design standards, and other requirements that will guide the future development of the site. As previously noted, the property is currently designated by the General Plan Land Use Map for Mixed Use.

The applicant intends for the residential townhome development, multi-family residential apartments, and the inpatient rehabilitation hospital to be privately owned, managed, and maintained through independent property management companies, and the remaining commercial development will be owned, operated, and maintained by a master property owners' association. Additional details will be provided at the time of the Site Plan and Design Review application(s). The conceptual site plan is attached to this report as Exhibit G.

Signage will need to comply with the requirements in the City's Zoning Ordinance for all components of The District at Crystal Springs PAD.

A summary of the proposed development for each parcel is listed below. The applicant intends for Parcels A through D to represent a mixed-use village concept, referred to as "Mixed Use Village". This component of the overall development is located on the property's east side and is planned for a multi-family residential apartment use, medical use, and future commercial uses. It will allow for primarily C-2 zoning uses with the modification of permitted uses. The PAD proposes adding multi-family residential apartments as a permitted use without having commercial on the first floor, since C-2 zoning only allows residential apartments on upper floors of a building.

Access to Parcels A through D will be from driveways along McDowell Road with one in alignment with Avondale Commons' entry/exit drive and from Avondale Boulevard, which has an existing full-movement median break. Any additional driveways needed for the commercial development will be reviewed with the future Site Plan and Design Review application required for this project. The internal private accessways provide vehicular and pedestrian circulation within the site.

The application requests deviations from various development standards which are presented in the PAD Narrative and are also further detailed by staff in this report.

Parcel A

This is an active adult (age-restricted 55 years of age and older) multi-family residential apartment use with a maximum density of 33.5 dwelling units per acre and a maximum of 216 apartment units on approximately 6.5 acres. The apartment buildings will be four (4) stories in height and will be connected to the centrally located main amenity area. A clubhouse will be provided as well as a minimum of four (4) amenities, as listed in Exhibit D. Conceptual building elevations are included in Appendix B of Exhibit D.

The applicant has submitted a parking demand study with this PAD rezoning for the apartment complex to request reductions in required parking spaces including visitor parking, garages, covered parking, and parking space dimensions. The applicant's request for reductions is based on the nature of the apartment development being age-restricted and operating differently than a traditional apartment complex. The development is required to have 392 parking spaces; however, 270 parking spaces are provided, which is a reduction of 122 parking spaces.

The apartment development will include a combination of solid theme walls and partial view fences for screening and include gated vehicular entries.

The applicant has also requested to incorporate pillars/columns every 50 feet where it is not feasible to stagger perimeter or parking screen walls in the Mixed Use Village component.

Landscaping in the Mixed Use Village component will follow the requirements in the Zoning Ordinance, aside from the requested deviations.

Parcels B and C

These parcels (approximately 3.2 and 4.1 acres, respectively) are planned for future commercial uses as permitted in the C-2 zoning. No conceptual building elevations have been submitted for this portion of the project.

Parcel D

This approximately 7.8-acre parcel is planned for medical use, which is an inpatient rehabilitation hospital. No conceptual building elevations have been submitted for this portion of the project.

Parcel E

This approximately 23.3-acre parcel is referred to as the "Residential Village" specifically for the residential townhome portion which is on the development's west side. This project allows all the uses permitted, permitted with conditions, and permitted as accessory uses under the R-4 (Multi-Family Residential District) zoning. A maximum density of 11.5 dwelling units per acre with 268 units is proposed.

In terms of development standards for the townhome portion, the applicant is requesting the R-4 standards in the City's Zoning Ordinance with deviations as listed in Exhibit D. Modifications to landscaping, walls, and open space requirements have been requested as well. The buildings will be 2-stories with each unit having a two-car garage and a private outdoor patio/yard. Conceptual building elevations are included in Appendix B of Exhibit D.

The main entrance to the townhome development is on 117th Avenue with a secondary entrance on the west side of the property that can be accessed from a drive aisle off McDowell Road or a drive aisle off Avondale Boulevard. Emergency access is located at the southwest corner connecting to the existing school site.

Garages and on-street parking will be provided. Parking will meet the requirements of the Zoning Ordinance. The proposed walls for this development include solid theme walls and partial view fences along 117th Avenue and McDowell Road. This project will be gated. A minimum of 15 percent of the net site area will be devoted to common area usable open space, inclusive of a community clubhouse. The project will provide 180 square feet of minimum private open space for each unit. The amenities are anticipated to include a centralized main amenity area with a clubhouse and swimming pool, a tot lot, a dog park, a picnic area, and a sidewalk system.

PUBLIC PARTICIPATION:

A neighborhood meeting (Exhibit E) to discuss the proposal with neighboring property owners and other interested parties was held on February 1, 2023, at 6:00 P.M. The notification of this meeting was completed in accordance with notification requirements. The applicant was available to answer any questions about the project. The Neighborhood Meeting Summary is attached as Exhibit E. No one attended the meeting aside from the applicant's team and City staff. No comments pertaining to the proposal were posted on the City's Avondale Connect digital forum, and no additional public comments have been received to date.

All required notifications for the Planning Commission and City Council public hearings were completed in accordance with notification requirements.

PLANNING COMMISSION ACTION:

On April 17, 2023, the Planning Commission conducted a public hearing on the rezoning. The Commission had questions about the heights of the commercial buildings, the need for an active adult use in Avondale, the

mixing of the uses, the timing of the development of the commercial uses, and if the canals would be tiled. The Commission voted 5-0 to recommend approval of the Rezoning.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

The property is located in the service areas of the Littleton Elementary School District (LESD) and the Tolleson Union High School District (TUHSD), both of which have provided the City with a Certificate of Adequate School Facilities form (Exhibit F).

The LESD indicated that the district does not have adequate capacity for the estimated enrollment of the proposed development, but no school site within the proposed development is required. The developer is working with the school district on an impact agreement.

TUHSD indicated the district has adequate capacity to accommodate the estimated enrollment from the proposed development and that no school site within the development is needed.

ANALYSIS:

Chapter 28, Article 6, 28-113 of the Zoning Ordinance establishes five criteria that any request for PAD zoning must meet. Listed below are each of the five criteria followed by an analysis of each:

1. The proposed PAD is in conformance with the General Plan and applicable specific plan(s).

The proposed PAD furthers several goals in the General Plan, and advances multiple objectives in the Freeway Corridor Specific Plan, most notably:

General Plan:

- Economic Element Goal 2: Create employment centers to attract businesses that match the City's economic targets.
- Policy A: Locate desired and targeted businesses in Avondale, specifically in Bio-Industry (along Van Buren Street), Medical Support Services (along McDowell Road), Advanced Financial/Business Services, Aerospace/ Aviation, Motorsports/Automotive, Light Industrial/Manufacturing, Renewable Industries, and Recreational and Eco-Tourism (southern Avondale).
- Quality of Life Theme, Urban Design Element Goal 2: Establish a positive and distinctive city image and identity by developing and improving focal points, gateways, specific areas, and major corridors.
- Policy K: Maintain an upscale appearance of Avondale from the I-10 Freeway.

The project will include a medical healthcare use along McDowell Road, meeting the goal of providing medical support services along McDowell Road in Avondale's Health Tech Corridor. Its prominent location, at the southwest corner of McDowell Road and Avondale Boulevard, provides visibility and arterial street access to the mixed use project. It will meet the goals in the Design Manuals and provide an enhanced appearance from the freeway.

Freeway Corridor Specific Plan:

- Goal 1: Establish an Avondale identity based on a healthy lifestyle that promotes land uses which foster an economically sustainable and socially dynamic community.
- Policy C: Diversify Avondale's housing stock by providing for varied residential types with an emphasis on large lot development in the southern core of the City.
- Policy D: Enhance the attractiveness of infill parcels as an option for new development throughout Avondale.
- Policy F: Support higher density/urban land uses to support future transit and rail.

This project will bring development to an infill parcel, increase the density, and diversify Avondale's housing stock with the addition of an active adult age-restricted apartment use and a townhouse development with for-rent units. The mix of uses contributes to an economically sustainable community.

2. The proposed PAD meets the PAD requirements of the Zoning Ordinance, Subdivision Regulations, Design Manuals, and other applicable regulations and requirements, unless otherwise modified by the PAD Narrative.

The uses proposed by the PAD for Mixed Use Village (Parcels A through D) are the uses allowed in the City's C-2 zoning district, which also include uses permitted with a conditional use permit, permitted with conditions, and permitted as accessory uses with the following exceptions, with Staff's analysis in italics.

- **Permitting gas stations with or without a convenience store and/or car wash with conditions as listed in the Avondale Zoning Ordinance for gas stations instead of requiring a conditional use permit.** *The existing Crystal Springs PAD allows for gas stations with a convenience store without a conditional use permit (CUP). The C-2 district allows car washes as an accessory to gas stations. The gas station will need to meet the conditions required in the Zoning Ordinance. Staff is in support of the request to allow gas stations with conditions and not require a CUP.*
- **Permitting a pharmacy with conditions, instead of not permitting the use.** *Staff is in support of the addition of a pharmacy with a drive-through to support the medical use(s) in the Avondale Health Tech Corridor.*
- **Permitting multi-family residential apartments with conditions instead of not allowing multi-family apartments (residential is only permitted in the C-2 district on upper levels).** *The addition of an active adult multi-family residential apartment (age-restricted 55 years of age and older) will allow for a use that is not currently in Avondale. If that user does not develop, the other requested commercial uses would be permitted on the property.*

The uses proposed are consistent with the Mixed Use General Plan designation.

The uses proposed by the PAD for the townhome portion (Parcel E) are the uses allowed in the City's Multi-Family Residential (R-4) zoning district which also includes uses permitted with a conditional use permit, permitted with conditions, and permitted as accessory uses. The uses allowed in the R-4 district are consistent with the Mixed Use designation in the General Plan and are appropriate for multi-family residential development.

The PAD utilizes the City's R-4 standards for the apartment portion (Parcel A) with requested deviations. Specifically, the deviations from the R-4 standards are as follows, along with Staff's analysis in italics:

- **Increase the maximum density from 1 unit for every 1,452 square feet (30 dwelling units/acre) to 1 unit for every 1,300 square feet of net site area (33.2 dwelling units/acre) with a maximum of 216 units.** *This is a minimal increase to the density requirement, which is geared for more suburban-scale multi-family residential developments. The proposed apartments are more urban in nature, with buildings 4 stories in height and a higher density.*
- **Increase the maximum building height from 45 feet to 52 feet.** *The height limits in the Freeway Corridor Specific Plan (FCSP) override the Zoning Ordinance height limits.*
- **Reduce the minimum private outdoor space for each unit from 80 feet to a minimum of 62 square feet with an average of 90 square feet.** *The average private outdoor space will meet the private outdoor space requirement, meeting the intent of the Zoning Ordinance. Ground floor units have a larger private yard space for residents of those units. The development's focus is on interior amenities and recreation activities and will feature a large clubhouse.*
- **The following building and landscape setbacks are requested due to the mixed use and compact nature of the site, according to Exhibit D. These setbacks are requested to provide flexibility in design. The conceptual layout shows parking areas all around the building, so the building setbacks will likely exceed the minimums requested.**
 - **Reduce the minimum side yard building setback (east and west boundary) from 15 feet to 10 feet.**
 - **Reduce the minimum building setback (south boundary) from 15 feet to 5 feet.**
 - **Reduce the minimum landscape setback adjacent to the perimeter street frontage from**

25 feet to 20 feet.

The proposed PAD utilizes the City's C-2 district for development standards on the commercial uses in the "Mixed Use Village" portion, for Parcels B through D, with requested deviations. Specifically, the deviations from the C-2 standards are as follows, along with Staff's analysis in italics:

- **Permitting the maximum allowable height that is permitted in the Freeway Corridor Specific Plan for this property (10 stories).** *The height limits in the specific plan override the Zoning Ordinance height limits.*
- **The following building setbacks, landscape setbacks, landscape buffer, and parking setbacks are requested due to the mixed use and compact nature of the site, according to Exhibit D.**
 - **Reduce the rear building setback from 20 feet to 15 feet.** *The rear property line abuts a canal with a significant distance to the I-10 Freeway.*
 - **Reduce the minimum building setback from a residential zoning district or use from 50 feet to 20 feet adjacent to the apartments and 50 feet to 30 feet for the townhomes (Parcel E).** *The applicant's narrative indicates this reduction is necessary to accommodate the proposed mixed use development. The apartment development's garages will act as a buffer next to the commercial uses in Parcel B and a parking and landscape area will separate the townhomes and the medical hospital use.*
 - **Reduce the minimum parking setback adjacent to a residential zoning district or use to the apartments from 25 feet to 0 feet.** *As previously mentioned, garages will act as a buffer between the adjacent commercial uses and the apartments.*
 - **Reduce the minimum parking setback adjacent to the townhomes from 25 feet to 15 feet.** *The uses will be separated by an internal drive which will act as a buffer.*
 - **Reduce the minimum parking setback/minimum landscape setback from a perimeter street from 30 feet to 20 feet.** *This is requested to accommodate the development of the hospital to the south.*
 - **Reduce the minimum land use buffer adjacent to the apartments from 15 feet to 0 feet.** *Due to the mixed use nature of the site, Staff is in support of integrating uses so there are commercial uses nearby that residents can walk to.*

The applicant is requesting additional deviations from the Zoning Ordinance or Design Manuals. The following table shows the requirements from either the Zoning Ordinance or the applicable Design Manual and the requested deviation for the "Mixed Use Village" component. Staff is providing this information to further clarify the requests and provide a more simplified list of the deviations.

Development Standard / Design Manual Guideline	City of Avondale Zoning Ordinance	The District at Crystal Springs PAD - Mixed Use Village
Inpatient Rehabilitation Hospital Use	-	2 spaces per bed.
Multi-Family Apartment Use	Studio: 1.5 spaces/unit 1 bedroom: 1.5 spaces/unit 2 bedroom: 1.75 spaces/unit 3 bedroom: 2 spaces/unit PLUS: One (1) visitor space per five (5) units must be provided.	1.25 spaces per unit (inclusive of visitor parking).
Multi-Family Apartment Use -	1 space per unit (minimum).	50% (minimum).

Covered Parking		
Multi-Family Apartment Use - Garage Parking	25% of required parking (minimum), excluding guest parking, in developments with 100 units or more; garages should be attached.	10% of parking provided (minimum), excluding guest parking, in developments with 100 units or more; garages may be standalone, attached, or incorporated under living quarters.
Multi-Family Apartment Use - Parking Stall Size	Standard: 9 feet 6 inches x 20 feet (minimum). Compact: 8 feet x 18 feet (minimum) and shall not exceed 15% of total required spaces.	Standard: 9 feet 6 inches x 18 feet (minimum). Compact: 8 feet x 18 feet (minimum) and shall not exceed 15% of total required spaces.
Walls Adjacent to Arterial or Collector Streets	Walls with a continuous length greater than 150 feet shall use a horizontal undulating pattern or offset at minimum intervals of 50'. The undulation/offset depth parallel to the street line shall be a minimum of 3'.	Walls with a continuous length greater than 150' may include pillars/columns in lieu of a horizontal undulating pattern or minimum 3 feet offset. Pillars/Columns shall be provided at minimum intervals of 50'.
Multi-Family Apartment Use - Landscape Areas	20% of net site area (minimum); and shall be increased by 5% for each additional floor over 1-story to a maximum of 50% of the net site area.	20% of net site area (minimum); landscape areas within common area open space, landscape setbacks and land use buffers may be included.
Parking Islands	Every 8 consecutive parking spaces and at the ends of each row.	Every 10 consecutive parking spaces and at the ends of each row.
Multi-Family Apartment Use - Landscape Improvements	1.5 trees (minimum) per dwelling or guest unit; trees located in a landscape buffer, parking lot, landscape setback or right-of-way planting are excluded.	1.5 trees (minimum) per ground floor dwelling or guest unit; trees located in a landscape buffer, parking lot, landscape setback or right-of-way may be included.
Multi-Family Apartment Use - Common Area Usable Open Space	20% of site area (minimum)	20% of net site area (minimum); if a 10,000 sf (minimum) air-conditioned community clubhouse is provided, 18% of net site area, inclusive of clubhouse (minimum)
Architecture	Wrap balconies and porches around corner units to enhance the side elevations.	Where feasible, wrap balconies and porches around corner units to enhance the side elevations. Alternative design elements may be provided in lieu of wrapped balconies and porches around corner units during the Site Plan and Residential Design Review process. The overall design intent is to provide for four (4) sided architecture. If four (4)

		sided architecture is provided, this architectural treatment is not required.
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The applicant's narrative states the reduced parking standards and requirements are requested to encourage a compactly built environment with smaller parking fields and encourage walkability. This includes reducing parking islands, parking space sizes, establishing a parking requirement for inpatient hospitals, reducing the parking required for the active adult age-restricted apartments (as per a parking demand study submitted November 23, 2022, which demonstrates that a senior living facility is expected to require less parking than an unrestricted age multi-family residential development), and reducing covered and garage parking to align with the reduction in the overall parking spaces.

The reduced landscaping and wall standards include reducing overall landscaping, reducing the minimum number of trees for multi-family residential uses, and allowing an exception to a Zoning Ordinance wall requirement. This is being requested due to the mixed use nature and density of the project; however, the narrative also states the project intends to provide shaded pedestrian routes and landscaped amenity areas.

The applicant has requested an alternative to design standards for the apartment development in lieu of balconies wrapping around corner units. The apartments presently show most corner units with wrapped balconies on the conceptual design. The final design will be reviewed with a separate Site Plan and Design Review submittal.

The PAD utilizes the City's R-4 standards for the townhome portion (Parcel E) with requested deviations. Specifically, the deviations from the R-4 district include:

- **Decrease the maximum density from 1 unit per every 1,452 square feet of net site area (30 dwelling units per acre) to 1 unit for every 3,788 square feet (11.5 dwelling units per acre with a maximum number of 268 units).** *Staff is in support of the decreased density, which allows more room for private open space one each unit.*
- **Increase the minimum building side yard adjacent to the freeway from 15 feet to 25 feet.** *Adding a greater distance between the townhomes and the freeway is supported by Staff.*
- **Add a minimum distance between a private accessway and the face of the garage at 3 feet.** *Adding an accessway for each resident is supported by Staff.*
- **Decrease the minimum building separation between the principal building entrance or exit and another building (for 2-story buildings) from 30 feet to 20 feet.** *This requirement is more geared toward apartment buildings, not townhomes. This reduction is supported.*
- **Increase the private outdoor space from a minimum of 80 square feet to 180 square feet.** *Increasing the private outdoor space for each unit is supported.*

The applicant is requesting additional deviations from the Zoning Ordinance or Design Manuals. The following table shows the requirements from either the Zoning Ordinance or the applicable Design Manual and the requested deviation for the "Residential Village" component. Staff is providing this information to further clarify the requests and provide a more simplified list of the deviations.

Development Standard / Design Manual Guideline	City of Avondale Zoning Ordinance	The District at Crystal Springs PAD - Residential Village
Walls Adjacent to Arterial or Collector Streets	Walls with a continuous length greater than 150 feet shall use a horizontal undulating pattern or offset at minimum intervals of 50 feet to provide variety and visual interest. The undulation/offset depth parallel to the street line	Walls with a continuous length greater than 150 feet may include pillars/columns in lieu of a horizontal undulating pattern or minimum 3' offset. Pillars/Columns shall be provided at minimum intervals of 50'.

	shall be a minimum of 3 feet.	
Multi-Family Townhome Use - Landscape Areas	20% of net site area (minimum); and shall be increased by 5% for each additional floor over 1-story to a maximum of 50% of the net site area.	20% of net site area (minimum); landscape areas within common area open space, landscape setbacks and land use buffers may be included.
Multi-Family Townhome Use - Landscape Improvements	1.5 trees (minimum) per dwelling or guest unit; trees located in a landscape buffer, parking lot, landscape setback or right-of-way planting are excluded.	1.5 trees (minimum) per ground floor dwelling or guest unit; trees located in a landscape setback, common areas and private outdoor open space may be included
Multi-Family Townhome Use - Common Area Usable Open Space	20% of site area (minimum).	15% of net site area (minimum), inclusive of a community clubhouse.
Architecture	Wrap balconies and porches around corner units to enhance the side elevations.	Where feasible, wrap balconies and porches around corner units to enhance the side elevations. Alternative design elements may be provided in lieu of wrapped balconies and porches around corner units during the Site Plan and Residential Design Review process. The overall design intent is to provide for four (4) sided architecture. If four (4) sided architecture is provided, this architectural treatment is not required.

The requested wall and landscaping deviations are requested due to the mixed use nature of the site. According to the narrative, the townhome development has an increased horizontal footprint rather than vertical height, providing fewer landscape tracts sufficient for the massing of trees. While open space is requested to be reduced, each unit will include private outdoor space, and in combination with private outdoor space and amenity areas, open space areas will account for a minimum of 20 percent open space.

3. That adequate public infrastructure and services exist to serve the proposed development or all necessary public infrastructure and services to serve the proposed development will be completed in connection with development within the PAD.

Water lines exist in the three adjacent streets to serve the proposed development. A sewer line in McDowell Road will be available after the developer of the project to the north, Avondale Commons, installs it. All necessary utility extensions and required perimeter roadway improvements will be constructed by the developer. Based upon a review of a Traffic Impact Analysis, the City has determined that all proposed access to Crystal Springs will function in a safe and efficient manner. This development will require the installation of a traffic signal at the 117th Avenue and McDowell Road intersection. Refer to the stipulation section of this report for more details. Additionally, the developer will be required to build a deceleration lane at the signalized entrance on McDowell Road, a deceleration lane on Avondale Boulevard, and a right-turn lane on eastbound McDowell Road at the Avondale Boulevard signal.

4. The proposed PAD will result in compatible land use relationships within the proposed development and with adjacent properties.

This site is located at the intersection of two high-capacity arterial roadways in Avondale and is bounded by the

I-10 Freeway to the south. It is an ideal location for a highly-visible mixed use project. To the north of the project, is a mixed use project, currently under construction which also includes four, 4-story apartment buildings and a mix of commercial uses. West of the project is an existing apartment complex and a charter school. To the east of the project, there is an existing gas station with a convenience store and land currently being farmed that allows for commercial uses.

5. The development standards of the proposed PAD are consistent with or exceed the desired character of development for the area.

As noted in Finding #2, the City's C-2 and R-4 zoning districts are used as the basis for the PAD zoning development standards, with exceptions. By developing in accordance with the design and development standards contained within the PAD, the proposed "The District at Crystal Springs" development will help further Avondale's goals and objectives for the area in both the General Plan and the Freeway Corridor Specific Plan.

DISCUSSION:

The proposed PAD rezone meets the following findings:

- The proposed Crystal Springs PAD is in direct conformance with the General Plan Land Use designation of Mixed Use.
- The proposed Crystal Springs PAD is in conformance with the Multi-Family Residential Design Manual, Commercial and Industrial Design Manual, and Zoning Ordinance aside from the requested deviations.
- The Crystal Springs PAD is in conformance with the Freeway Corridor Specific Plan.
- The proposed Crystal Springs PAD will result in compatible land use relationships.
- Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.
- The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies.
- The request for parking space reductions is reasonable based on the age-restricted use of the apartments and a comparison of developments by the same developer, Sparrow, provided in the parking study.

BUDGET IMPACT:

No budget impact at this time. Updates to Capital Improvement Plans may be needed in the future.

RECOMMENDATION:

The City Council will conduct a public hearing and **ADOPT** an Ordinance approving Application PL-22-0217, a request to rezone an approximately 45-acre site from Crystal Springs PAD to The District at Crystal Springs PAD subject to the following three (3) conditions of approval:

1. Development shall generally conform to The District at Crystal Springs PAD Narrative electronically date stamped May 4, 2023, and the conceptual site plan electronically date stamped March 14, 2023, except as modified by these conditions.

2. The following improvements are based on the parcels shown on Exhibit 5 in the PAD Narrative:

- a.) The project's developer shall responsible for the installation of the northeast corner traffic signal pole and mast arm at the signalized intersection that Avondale Commons will construct.
- b.) As the City estimates that the traffic signal warrants will be met at the 117th Avenue and McDowell Road intersection by the build-out of Parcel E, the developer shall install the traffic signal as part of McDowell Road half-street improvements by receiving 50 percent of signal installation cost from the City or, developer pay an in-lieu fee equivalent to 50 percent of the signal installation cost to the city for it to construct the signal.

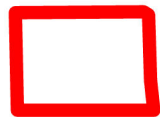
c.) McDowell Road roadway improvements, including landscaping from 117th Avenue to Avondale Boulevard, shall be completed prior to any Certificate of Occupancy issued to Parcel A (apartments) or Parcel E (townhomes).

3. Grandfathered groundwater rights for the property shall be extinguished and pledged to the City of Avondale's designated account (58-108803.0001) prior to the issuance of any construction permits for any portion of the project. Partial extinguishment will be permitted to allow farming to continue on portions of the site not being developed. PROPOSED MOTION:I move that the City Council ADOPT an Ordinance, approving application PL-22-0217, a request to rezone an approximately 45-acre site from Crystal Springs PAD to The District at Crystal Springs PAD, subject to the three (3) conditions of approval as listed in the staff report.

Contact person for document distribution: Michelle Simerdla

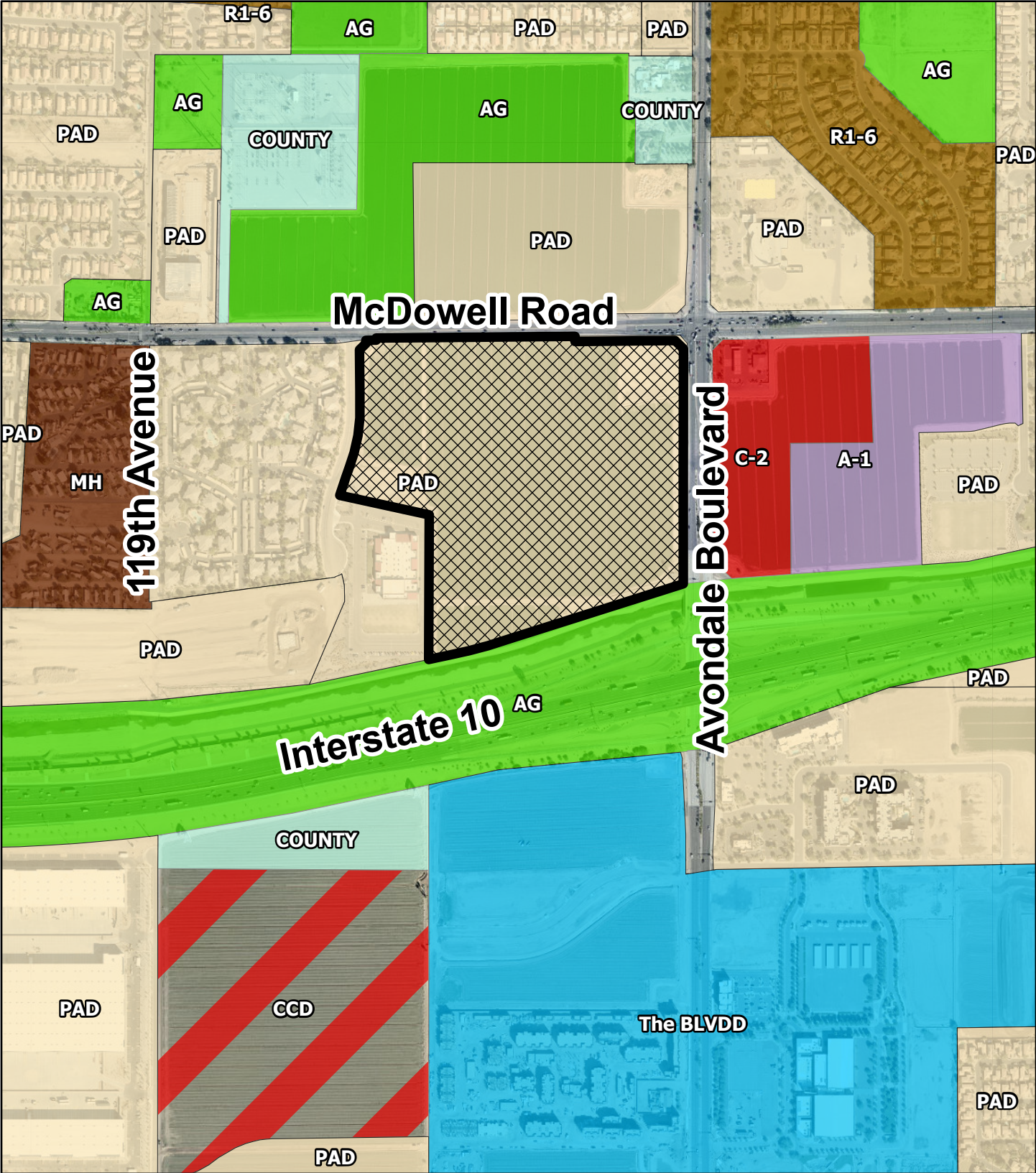


Aerial Map

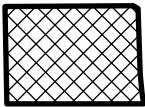


Subject Property



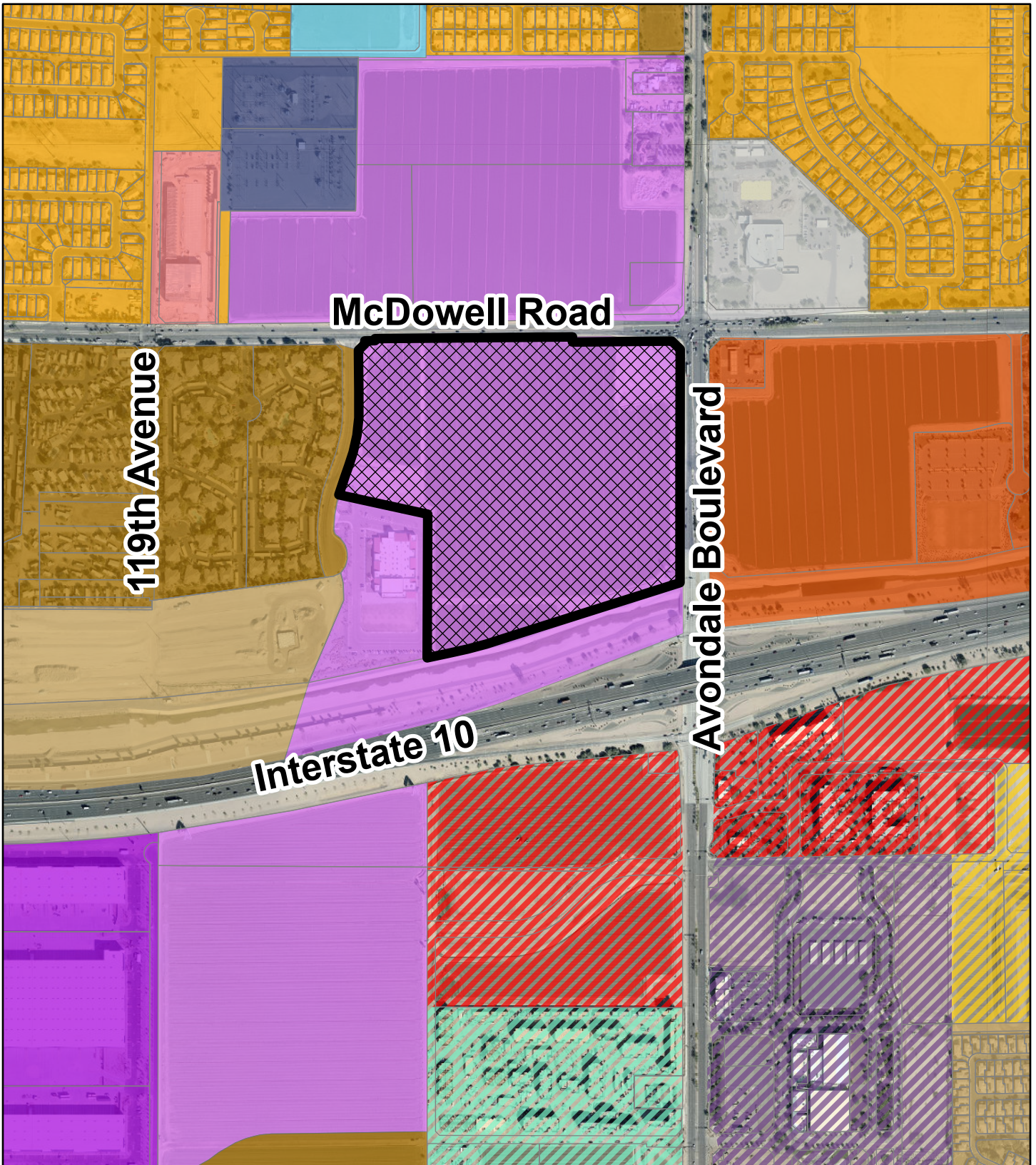


Zoning Vicinity



Subject Property



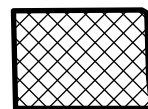


General Plan Land Use



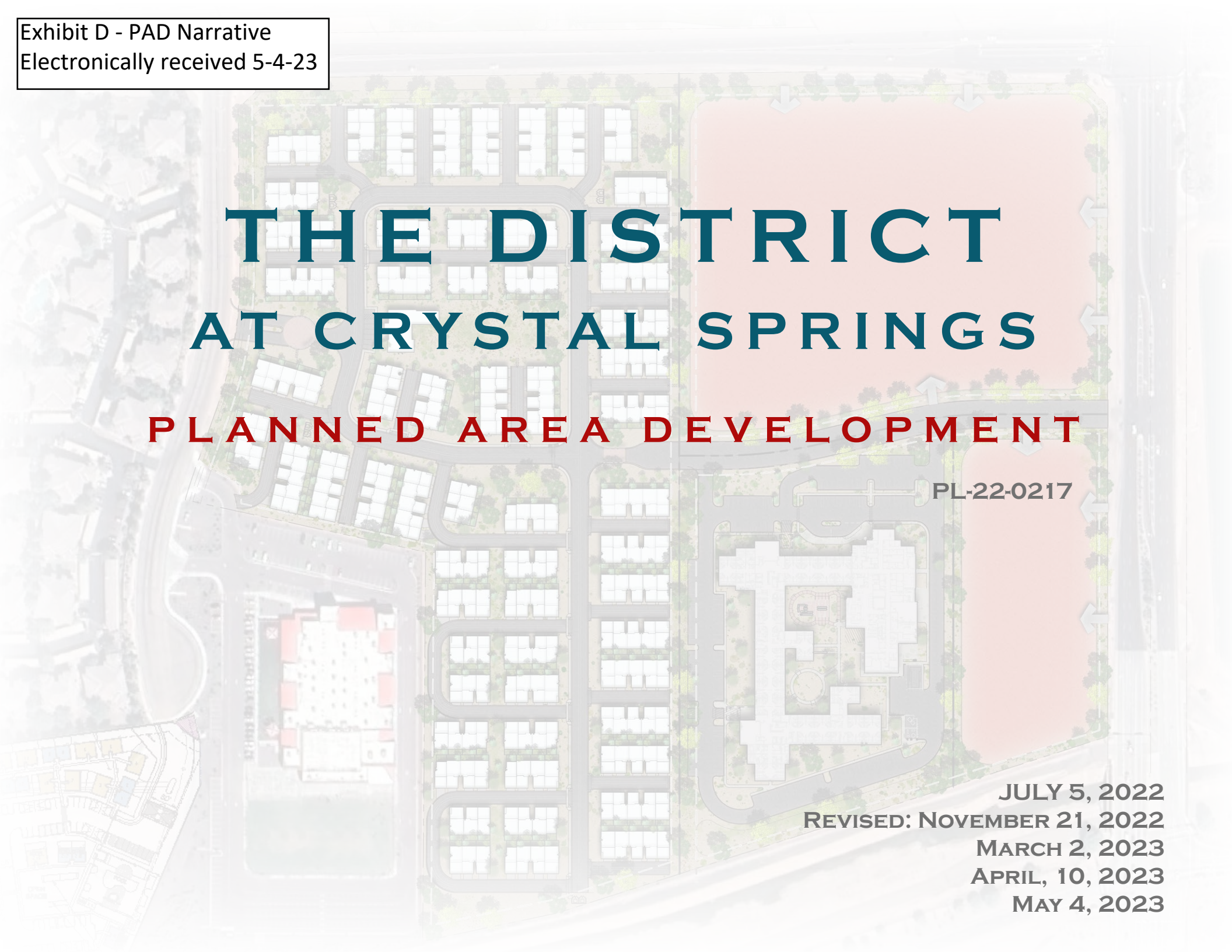
Mixed Use
 Office/Professional
 Gateway District
 Neighborhood District
 Park Avenue District
 Residential District
 Village District

Business Park
 Education
 Freeway Commercial
 High Density Residential
 Local Commercial
 Medium Density Residential
 Medium/High Density Residential



Subject
Property



An aerial map of a residential development. The map shows a grid of streets with numerous small, white, rectangular buildings arranged in rows. To the right of the main grid is a large, rectangular area shaded in light red, which appears to be a park or open space. Several white arrows point in different directions around the perimeter of this red area. In the bottom right corner, there is a detailed site plan of a building complex. The text 'THE DISTRICT AT CRYSTAL SPRINGS' is overlaid in large, bold, blue letters, and 'PLANNED AREA DEVELOPMENT' is overlaid in bold, red letters.

THE DISTRICT AT CRYSTAL SPRINGS

PLANNED AREA DEVELOPMENT

PL-22-0217

JULY 5, 2022
REVISED: NOVEMBER 21, 2022
MARCH 2, 2023
APRIL, 10, 2023
MAY 4, 2023

Property Owner

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*NOTE: ALL IMAGES LOCATED WITHIN THIS PAD ARE INTENDED TO CONVEY DESIGN INTENT AND ARE CONCEPTUAL IN NATURE.

I. INTRODUCTION

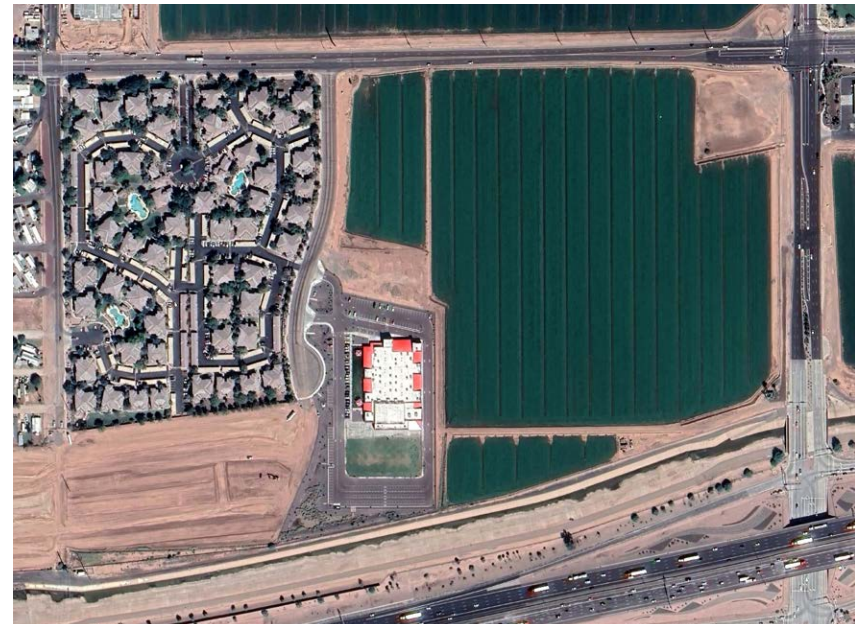
This request is to rezone approximately forty-five (45) acres located at the southwest corner of Avondale Boulevard and McDowell Road and identified by the Maricopa County Assessor as parcel 500-01-600 (the “Property”). The Property, which is located within the Freeway Corridor Specific Plan and Avondale Health-Tech Corridor, is planned to be developed as The District at Crystal Springs (the “Project”). This application requests Planned Area Development (PAD) zoning for the Property. (See Exhibit 1 | Context Map)

The Property is currently zoned PAD as part of the approximately ninety (90) acre Crystal Springs PAD (Case No. Z99-371-A) that was approved in 1999. Approximately half of the original Crystal Springs PAD has been developed with residential uses and an elementary school. **The District at Crystal Springs** PAD will replace the existing PAD zoning on the eastern most forty-five (45) acres and provide healthcare, commercial, residential and hospitality uses within a horizontal mixed use environment.

The existing Crystal Springs PAD allowed for multi-family residential to develop under the City’s R-4 zoning district, with a maximum density of 22 units per acre, and commercial uses to develop under the C-2 zoning district. Since the time of zoning approval, the Crystal Springs Apartments and Sun Valley Academy were developed under the original PAD zoning. In 2020, Hancock Communities removed approximately ten (10) acres located in the southwest of the Crystal Springs PAD and rezoned the property, and an additional nine (9) acres to the west, to McDowell 117 PAD (PL-20-0055) for the development of a medium density multi-family community.

This PAD establishes customized zoning that will facilitate the development of a horizontal mixed use community with a variety of compatible uses and will modernize the 1999 approved Crystal Springs PAD. Tailored uses, development standards, and architectural guidelines will ensure compatibility with neighboring uses and adjacent high capacity roadways, while creating a cohesive development that provides for walkability and a balance

of uses that allow for people to live, work and play in close proximity to Friendship Park and The Blvd. The requirements of the City of Avondale Zoning Ordinance (the “Zoning Ordinance”) and Design Manuals, as amended, shall apply except where explicitly stated otherwise herein by this PAD.



II. PROPERTY DESCRIPTION

The approximately forty-five (45) acres associated with this PAD request is located immediately adjacent to Avondale Boulevard and McDowell Road, two highly traveled arterial roadways. The western portion of the Property neighbors the existing Sun Valley Academy and 117th Avenue, while the southern boundary is adjacent to a flood control structure and Interstate-10 corridor. The site has a flood delineation of Zone “X” and slopes towards the south and southwest. Presently the Property is being used for agriculture. (See Exhibit 2 | Vicinity Map)

The Avondale General Plan 2030 identifies the land use designation for the Property as Mixed Use. (See Exhibit 3 | General Plan). Additionally, the Property is located within an identified Growth Area as well as the Freeway Corridor Specific Plan. The Property is currently zoned Crystal Springs PAD (Case Z99-371-A) which allows for multi-family and a variety of commercial uses. (See Exhibit 4 | Zoning)

The proposed District at Crystal Springs will integrate into the surrounding area as originally envisioned as part of the original Crystal Springs PAD, promoting compatibility with existing uses adjacent to the Property and in the near vicinity. The proposed uses will bring to life the mixed use development originally planned for this area, however, in a more modern way driven by market conditions and the needs of this developing area of town. The more intense commercial uses are proposed for the hard corner and adjacent to Avondale Boulevard, with density and intensity of use reducing as the development transitions west to the existing and proposed multi-family communities of Crystal Springs Apartments and McDowell 117. The existing uses and zoning of surrounding properties include:

TABLE 1 | EXISTING CONDITIONS

LOCATION	GENERAL PLAN LAND USE	EXISTING ZONING	EXISTING USE
SITE	MIXED USE	PAD (Z99-371-A)	AGRICULTURE
NORTH	MIXED USE	PAD (PL-21-0072)	FUTURE AVONDALE COMMONS
SOUTH	-	-	CANAL AND INTERSTATE 10 FREEWAY ACCESS ROAD
EAST	FREEWAY COMMERCIAL	C-2 / A-1	CIRCLE K CONVENIENCE STORE AND VACANT / AGRICULTURE
WEST	HIGH DENSITY RESIDENTIAL / MIXED USE	PAD (Z-99-371-A)	CRYSTAL SPRINGS APARTMENTS AND SUN VALLEY ACADEMY



LEGEND

■■■■■■■■■■ PROJECT BOUNDARY



EXHIBIT 2 | VICINITY MAP

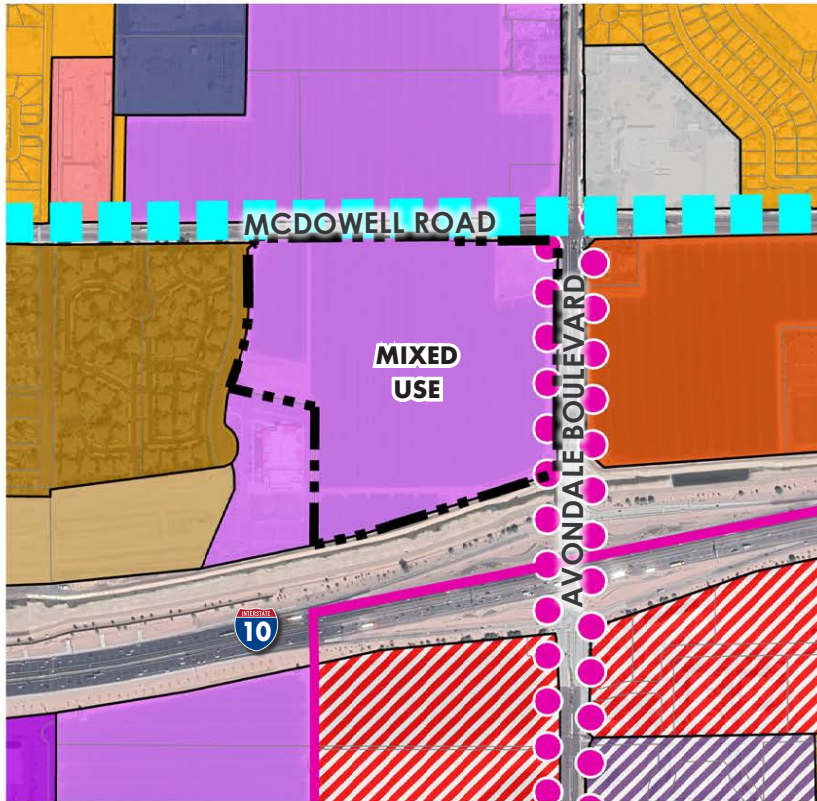


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PROJECT BOUNDARY

EXISTING GENERAL PLAN



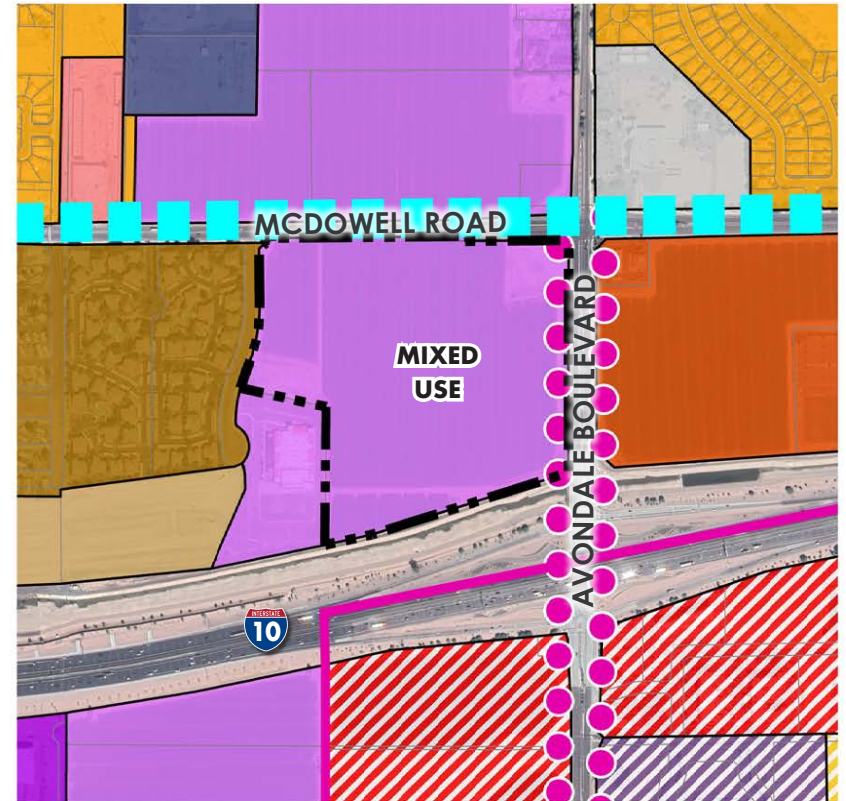
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	MEDIUM DENSITY RESIDENTIAL
	MEDIUM/HIGH DENSITY RESIDENTIAL
	HIGH DENSITY RESIDENTIAL
	LOCAL COMMERCIAL
	FREEWAY COMMERCIAL
	OFFICE/ PROFESSIONAL
	PUBLIC/CIVIC



THE BOULEVARD
(THE BLVD)
SPECIFIC PLAN AREA

PROPOSED GENERAL PLAN

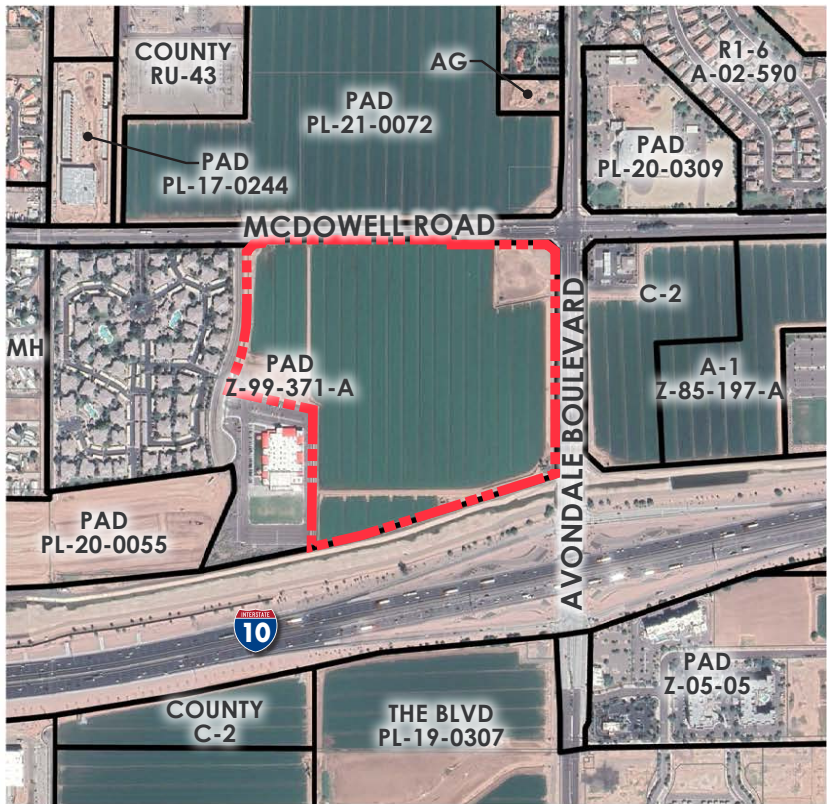


	BUSINESS PARK
	MIXED USE
	GROWTH AREA
	AVONDALE BLVD EMPLOYMENT & COMMERCIAL CORRIDOR
	PROJECT BOUNDARY
	FREEWAY COMMERCIAL
	OFFICE/ PROFESSIONAL



EXHIBIT 4 | ZONING

EXISTING ZONING PLAN

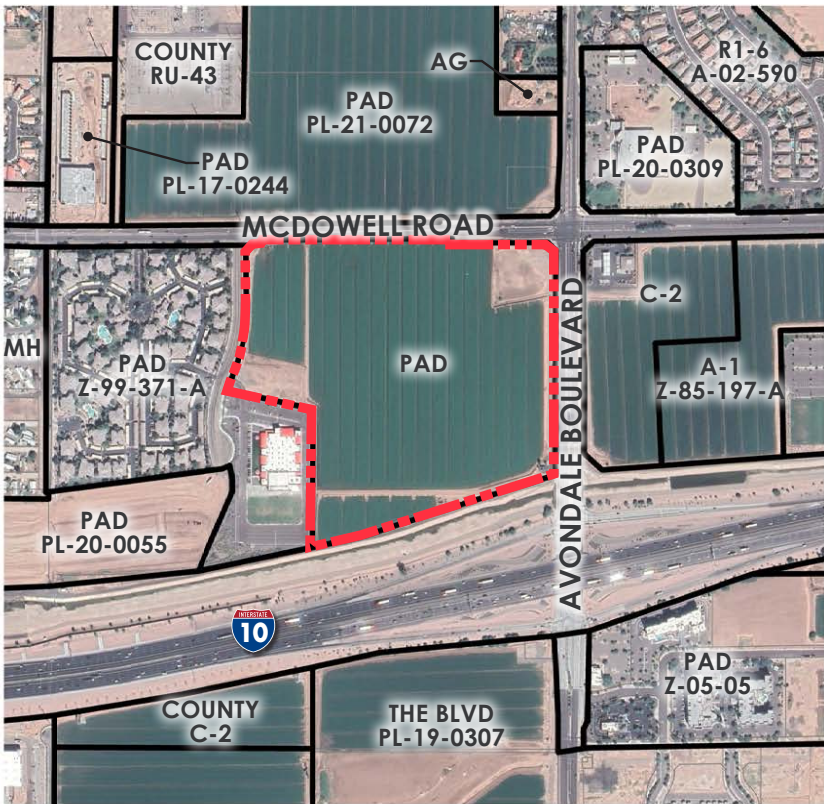


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----- PROJECT BOUNDARY



PROPOSED ZONING PLAN



III. PROJECT DESCRIPTION

The District at Crystal Springs is a horizontal mixed use development that will include a variety of uses providing a balanced and synergistic community designed within a cohesive and connected environment. Planned uses include an inpatient rehabilitation hospital, retail, multi-family residential, hospitality, and active adult residential. This PAD builds upon the 1999 Crystal Springs PAD and assists with bringing the remaining approximately forty-five (45) acres to reality with a thoughtfully planned modern approach. The overall design of The District at Crystal Springs is intended to create a walkable environment that encourages connectivity amongst all uses provided within the Project. (See Exhibit 6 | Conceptual Development Plan)

The Mixed Use Village will consist of approximately twenty-one (21) acres and will be located on the eastern half of the Property adjacent to the intersection of McDowell Road and Avondale Boulevard. Convenient access to Interstate 10 and perimeter arterial roadways makes this commercial corner highly desirable and will allow for a variety and unique mix of commercial uses that will benefit the existing community as well as the future residential component of the Project. The proposed uses will further the goals of McDowell Road as a health-tech corridor by including the addition of an inpatient rehabilitation hospital and will expand upon the mixed use character of The Blvd located south of the Interstate 10 freeway. Additional commercial uses may include retail, restaurants, commercial services, or a hotel. Active adult multi-family apartments will round out the proposed uses provided within the Mixed Use Village, offering an urban living environment for people fifty-five (55) within a walkable mixed use development. Buildings will be appropriately scaled and sited within the Mixed Use Village to provide compatibility amongst uses and with the Residential Village. The multi-family apartments will be limited to a maximum density of 33.5 units per acre and a maximum unit count of 216 units.

The Residential Village is located on the west side of the Property and consists of approximately twenty-four (24) acres. A maximum density of 11.5 units per acre is proposed within the Residential Village which equates to a maximum

yield of 268 units. The two-story townhome style buildings will have elements of a single family residence (2-car garage, two-story living, private outdoor patio/yard) and the amenities of a multi-family residential complex (resort style amenities with clubhouse and pool). The units will be configured in 3-plex, 4-plex and 5-plex configurations that will be accessed from private vehicular accessways. The development will be gated with private streets that can accommodate on-street visitor parking, with pedestrian gates allowing for pedestrian connectivity to the perimeter of the site and to the future commercial uses. The two-story units will provide a differentiated residential option for the area. Additionally, the multi-family townhome community will create a larger residential/employee base for adjacent healthcare employers and provide additional local patrons for adjacent retail and commercial uses.



EXHIBIT 5 | CONCEPTUAL DEVELOPMENT PLAN



LEGEND

PROJECT BOUNDARY

 MIXED USE VILLAGE RESIDENTIAL VILLAGE

IV. MIXED USE VILLAGE STANDARDS

Mixed Use land uses within The District at Crystal Springs will be located along the eastern portion of the Project on approximately twenty-one (21) of the forty-five (45) acres, as identified as Parcels A, B, C and D on the Conceptual Development Plan. The proximity and direct access to Avondale Boulevard and McDowell Road will offer high visibility, continue the dynamic mixed use and commercial uses associated with The Blvd south of the freeway, and provide efficient access which will aid in the success of future commercial development. The requirements of the Zoning Ordinance, Commercial and Industrial Design Manual, and Multi-Family Residential Design Manual, as amended, shall apply to development within the Mixed Use Village at The District at Crystal Springs, except where explicitly stated otherwise within this PAD. Should a conflict exist between any provision of this PAD and the applicable Zoning Ordinance or Design Manual, this PAD will preside.

A. Permitted Uses

This PAD establishes all permitted uses for the Property to be located within the Mixed Use Village, and all uses not specifically provided for herein are prohibited unless a subsequent determination by the Zoning Administrator finds a specific use to be an analogous use to a permitted use.

(P) Permitted by right

(C) Permitted subject to a conditional use permit - must conform to all applicable use-based requirements contained in §305 of the Zoning Ordinance

(PC) Permitted with conditions

(A) Accessory use to otherwise permitted use

Mixed Use land uses within the PAD most generally conform to the City's Community Commercial (C-2) District as described in §303 of the Zoning Ordinance, with PAD deviations noted in **bold**.

TABLE 2 | MIXED USE VILLAGE LAND USE MATRIX

LAND USE	AVONDALE §303 C-2 DISTRICT	THE DISTRICT AT CRYSTAL SPRINGS MIXED USE VILLAGE
ADMINISTRATIVE + FINANCIAL USES		
BANKS AND FINANCIAL INSTITUTIONS WITH OR WITHOUT DRIVE-THROUGH, EXCLUDING NON-CHARTERED FINANCIAL INSTITUTIONS	P	P
PROFESSIONAL OFFICES	P	P

TABLE 2 | MIXED USE VILLAGE LAND USE MATRIX cont.

LAND USE	AVONDALE §303 C-2 DISTRICT	THE DISTRICT AT CRYSTAL SPRINGS MIXED USE VILLAGE
AUTOMOBILE RELATED USES		
AUTOMOBILE RENTAL FACILITY WITH NO ON-SITE STORAGE	P	P
AUTOMOBILE SERVICE AND DIAGNOSTIC FACILITY	PC	PC
CAR WASH, ACCESSORY TO GAS STATION	A	A
CAR WASH, SELF-SERVICE	C	C
CAR WASH, FULL-SERVICE	C	C
GAS STATION WITH OR WITHOUT CONVENIENCE STORE AND/OR CAR WASH	C	PC
TIRE SALES, REPAIR AND MOUNTING	PC	PC
EATING + DRINKING ESTABLISHMENTS		
BAR	PC	PC
BREWERY, ANCILLARY TO A BAR OR RESTAURANT	P	P
LIQUOR STORE	C	C
MOBILE FOOD VENDOR	P	P
OUTDOOR DINING	A	A
RESTAURANT, WITH DRIVE THROUGH	PC	PC
RESTAURANT, WITHOUT DRIVE THROUGH	P	P
SIDEWALK CAFE	A	A
WINE BAR	PC	PC
EDUCATION, RELIGIOUS + INSTITUTIONAL USES		
CHILD CARE CENTER	C	C
COMMUNITY GARDEN, ONE ACRE OR LESS	P	P

TABLE 2 | MIXED USE VILLAGE LAND USE MATRIX cont.

LAND USE	AVONDALE §303 C-2 DISTRICT	THE DISTRICT AT CRYSTAL SPRINGS MIXED USE VILLAGE
EMPLOYMENT AGENCIES - EXCLUDING DAY LABOR	P	P
LIBRARIES	P	P
MUSEUMS AND CULTURAL CENTERS	P	P
PLACES OF WORSHIP	P	P
PRESCHOOL AND SIMILAR USES	C	C
PUBLIC USES	P	P
PUBLIC UTILITY BUILDINGS, STRUCTURES, USES, FACILITIES AND EQUIPMENT	PC	PC
ENTERTAINMENT + RECREATION USES		
ART GALLERY	P	P
BOWLING ALLEY	P	P
HEALTH AND EXERCISE CENTER	P	P
ICE OR ROLLER SKATING RINK, INDOOR	P	P
INDOOR COMMERCIAL RECREATION / ENTERTAINMENT USES NOT OTHERWISE LISTED	P	P
MOVIE THEATER, INDOOR	P	P
NIGHT CLUB	C	C
RECEPTION CENTERS	C	C
SOCIAL / PRIVATE CLUBS	PC	PC
THEATER, EXCLUDING MOVIE THEATER	P	P
VIDEO ARCADE, GAME ROOM	P	P
GENERAL + INTENSE RETAIL USES		
ANTIQUE STORE	P	P

TABLE 2 | MIXED USE VILLAGE LAND USE MATRIX cont.

LAND USE	AVONDALE §303 C-2 DISTRICT	THE DISTRICT AT CRYSTAL SPRINGS MIXED USE VILLAGE
BUSINESS SUPPORT SERVICES - PHOTOCOPY, OFFICE SUPPLY STORES, AND PACKAGE DELIVERY SERVICES	P	P
CONSIGNMENT SHOPS	P	P
MINI-STORAGE WAREHOUSES AND PERSONAL STORAGE	C	C
NON-CONSIGNMENT SECONDHAND RETAIL STORE	P	P
SPECIALTY RETAIL, INDOOR, EXCLUDING LIQUOR STORES	P	P
SURPLUS STORE	P	P
THRIFT STORE	PC	PC
LODGING		
HOTEL, EXCLUDING EXTENDED STAY HOTELS	P	P
RESORTS	P	P
CARETAKERS QUARTERS, INCLUDING OVERNIGHT SECURITY	A	A
MEDICAL		
EMERGENCY MEDICAL CARE FACILITY	P	P
FUNERAL HOME	P	P
HOSPITALS	P	P
MESSAGE THERAPY (MEDICAL)	P	P
MEDICAL, DENTAL OR HEALTH OFFICES, CLINICS AND LABORATORIES, EXCLUDING PLASMA CENTERS AND MEDICAL MARIJUANA USES	P	P
PHARMACY, WITH DRIVE THROUGH	-	PC
REHABILITATION FACILITIES AND HOSPITALS, EXCLUDING FACILITIES FOR SUBSTANCE ABUSE AND DETOXIFICATION	P	P
VETERINARY HOSPITAL, OFFICES AND CLINICS, EXCLUDING ANIMAL BOARDING	PC	PC

TABLE 2 | MIXED USE VILLAGE LAND USE MATRIX cont.

LAND USE		AVONDALE §303 C-2 DISTRICT	THE DISTRICT AT CRYSTAL SPRINGS MIXED USE VILLAGE
MIXED USE			
RESIDENTIAL, MULTI-FAMILY APARTMENTS		-	PC
RESIDENTIAL, UPPER FLOOR		P	P
PERSONAL SERVICES			
APPLIANCE SERVICE AND REPAIR		P	P
ART STUDIO		P	P
BARBER SHOP / BEAUTY SALON		P	P
BODY PIERCING STUDIO		P	P
CLOTHING ALTERATION, CUSTOM DRESSMAKING OR TAILOR SHOP		P	P
DANCE STUDIO		P	P
DRY CLEANING AND LAUNDRY ESTABLISHMENT, PICK-UP AND DROP-OFF ONLY		P	P
LAUNDROMAT, SELF-SERVICE		P	P
MASSAGE OR DAY SPA		P	P
MUSIC STUDIO		P	P
NAIL SALON		P	P
PET BOARDING AND DAYCARE FACILITY		PC	PC
REAL ESTATE OFFICE		P	P
SPECIALTY SERVICES		P	P
TANNING SALON		P	P
TATTOO PARLOR		P	P
TICKET AND TRAVEL AGENCY		P	P

Uses Permitted With Conditions

The following land uses are listed in Table 2 | Mixed Use Land Use Matrix as Permitted with Conditions. These uses are permitted by right only if the conditions listed below for the individual uses are met. Based on site plan review, staff may add additional conditions of approval deemed necessary to protect the health, safety, and public welfare.

Automobile Service and Diagnostic Facility is allowed provided that:

1. Where the site or use abuts or adjoins any residentially zoned property or use, there shall be a solid screen wall at least six (6) feet in height constructed according to the City of Avondale Design Manuals, with a minimum twenty (20) foot landscaping buffer inside the wall adjacent to the residentially zoned property or use.
2. Buildings shall be sited to ensure that garage bay doors do not face public streets or are immediately adjacent to residentially zoned property or uses.

Bar is allowed provided that:

1. The exterior building wall of a bar shall not be located within one thousand three hundred twenty (1,320) feet of the exterior property lines of a public or private school, or church, unless the bar is located in a designated Entertainment District according to Ariz. Rev. Stat. § 4-207, as amended.
2. Closing time for dance floors or other accessory uses to a bar shall coincide with the closing time for the bar.

Gas Station With or Without Convenience Store and/or Car Wash is allowed provided that:

1. This use is not permitted in the Parcel C, as shown on Exhibit 5 | Conceptual Development Plan within this PAD.
2. Facilities for tire changing and repair, polishing, lubing, washing and minor repair and servicing of motor vehicles shall be entirely within an enclosed building. Body repair, engine rebuilding, bumping, painting, vehicle or trailer rental and general sales of auto parts shall be expressly prohibited.

3. Paved areas shall be reduced to the smallest area commensurate with efficient operation and function of the site. All unpaved areas shall be maintained in landscaping.

4. The site has minimum frontage of one hundred (100) feet on one (1) arterial street.

5. The design of all buildings shall meet City of Avondale Design Manuals and be compatible with the existing and anticipated surrounding development. In addition, the roofline and the architecture of the canopies shall be stylistically consistent with the other buildings on the site and shall not exceed one hundred fifty (150) lineal feet on any side.

6. All canopies, accessory equipment and fuel pump mechanisms shall meet the principal building setback requirements associated with Commercial Uses.

7. Service and car wash bays shall not face residential properties or public streets unless entirely screened in a method acceptable to the Zoning Administrator or designee.

Pet Boarding and Day Care Facilities, excluding any outdoor exercise/play areas, are allowed provided that:

1. All activities shall be conducted entirely within enclosed buildings.
2. Buildings shall be constructed in a manner that limits exterior noise from activities inside the building to a maximum of forty-five (45) dBA measured at the exterior building wall. A statement from a registered architect to this effect is required at the time of construction plan submittal.
3. Buildings shall be set back a minimum of one hundred (100) feet from any residential district.
4. Solid animal waste must be bagged separately from other refuse.

Pet Boarding and Day Care Facilities, including any outdoor exercise/play areas, are allowed provided that:

1. Direct access shall not be provided from animal housing units to the outside of the building.
2. Buildings shall be constructed in a manner that limits exterior noise from activities inside the building to a maximum of forty-five (45) dBA measured at the exterior building wall. A statement from a registered architect to this effect is required at the time of construction plan submittal.
3. Outdoor walks and exercise must take place within specified play/exercise areas.
4. Animals must be supervised by a facility employee at all times when in an outdoor play/exercise area.
5. Animals shall not be allowed outside between the hours of 7:00 p.m. and 7:00 a.m.
6. Buildings shall be set back a minimum of one hundred (100) feet from any residential district.
7. Outdoor play/exercise areas shall be set back a minimum of two hundred fifty (250) feet from any residential district.
8. A solid block wall with a minimum height of eight (8) feet shall enclose the perimeter of any outdoor play/exercise area.
9. Animal waste shall be removed from outdoor play/exercise areas every five (5) hours during time periods when these areas are in use.
10. Solid animal waste must be bagged separately from other refuse.

Pharmacy, With Drive-Through is allowed provided that:

1. Payment and/or pick-up windows shall not face arterial streets unless obscured through allowable screening material as approved by the Zoning Administrator.

2. Drive-through lane canopies shall be included covering any payment or pick-up windows. Canopies shall be fully architecturally integrated into the building consistent with the requirements of the Design Manuals.

3. Portions of a drive-through lane that are adjacent to an arterial street shall be screened by a minimum three (3) foot tall wall, berm, or alternative screening method.

4. Drive-through lane queuing length shall be approved in accordance with a traffic study as approved by the City Engineer.

Public Utility Buildings, Structures, Uses, Facilities and Equipment are allowed provided that:

1. Sites shall be screened from off-site view by a minimum six (6) foot tall masonry wall. Screen wall may be required to be eight (8) foot tall as determined by staff. All screen walls shall comply with wall standards set forth in the Design Manuals.

Residential, Multi-Family Apartments is allowed provided that:

1. This use may only occur on Parcel A, as shown on Exhibit 5 | Conceptual Development Plan within this PAD.
2. This use will be subject to a maximum density of 33.5 Du/Ac and maximum unit count of 216 units.
3. Development of this use will follow the R-4 development standards shown in Table 3B | Multi-Family Apartment Use Development Standards (Parcel A) and design guidelines as outlined in the Mixed Use Village section of this PAD.

Restaurant, With Drive-Through is allowed provided that:

1. Payment and/or pick-up windows shall not face arterial streets unless obscured through allowable screening material as approved by the Zoning Administrator.
2. Drive-through lane canopies shall be included covering any payment or pick-up windows. Canopies

shall be fully architecturally integrated into the building consistent with the requirements of the Design Manuals.

3. Portions of a drive-through lane that are adjacent to an arterial street shall be screened by a minimum three (3) foot tall wall, berm, or alternative screening method.
4. Speaker boxes shall be located a minimum of seventy (70) feet from any residentially zoned property or residential use.
5. Drive-through lane queuing length shall be approved in accordance with a traffic study as approved by the City Engineer.

Social/Private Club is allowed provided that:

1. Any restaurant or bar operated in connection with a social/private club shall be an integral part of a principal building, shall have no public entrance except from within the building and shall make no exterior display or advertising of any commercial activity, however incidental.

Thrift Stores are allowed provided that:

1. Outdoor donation bins shall be prohibited.
2. Signage shall be required on-site clearly stating that after-hours drop-off is prohibited.
3. Loading and unloading areas shall not face or be visible from public streets or primary drive aisles.
4. Garage bay doors shall be closed except during drop-off or pick-up of items.
5. All activities, including collection, storage, sorting, and processing, shall occur within a fully enclosed building.
6. Collection areas inside the store shall be secured from public access during non-business hours.
7. Large or bulk items not capable of being discarded in a garbage enclosure shall be stored inside the building until the arrival of a removal service.

Tire Sales, Repair and Mounting Facilities are allowed provided that:

1. Where the site or use abuts or adjoins any residentially zoned property or use, there shall be a solid screen wall at least six (6) feet in height constructed according to the City of Avondale Design Manuals, with a minimum twenty (20) foot landscaping buffer inside the wall adjacent to the residentially zoned property or use.
2. Buildings shall be sited to ensure that garage bay doors do not face public streets or are immediately adjacent to residentially zoned property or uses.

Veterinary Hospital, Offices and Clinics, excluding animal boarding are allowed provided that:

1. Clinic activities shall be restricted to the medical care and treatment of small animals during regular office hours. The confinement of such animals on the premises shall be limited to essential and occasional overnight care and shall be entirely within enclosed structures. The boarding and breeding of animals shall be prohibited.
2. Clinics shall be constructed to be completely contained as to prevent emission of any noise or odor.
3. Outdoor runs or exercise pens shall be prohibited unless approval from the Zoning Administrator or designee is obtained prior to site plan submittal. Additionally, no outdoor runs, pens or enclosures shall be located closer than one hundred (100) feet to any street, residential district or existing restaurant or hotel.

Wine Bar are allowed provided that:

1. The exterior building wall of a wine bar shall not be located within one thousand three hundred twenty (1,320) feet of the exterior property lines of a public or private school, or church, unless the wine bar is located in a designated Entertainment District according to Ariz. Rev. Stat. § 4-207, as amended.
2. Closing time for dance floors or other accessory uses to a wine bar shall coincide with the closing time for the wine bar.



B. Development Standards

Mixed Use development within Parcels A, B, C and D of the Project will be developed in accordance with Table 3A | Commercial Use Development Standards (Parcels B, C + D) and Table 3B | Multi-Family Apartment Use Development Standards (Parcel A) below.

TABLE 3A | COMMERCIAL USE DEVELOPMENT STANDARDS (PARCELS B, C + D)
(Deviations from Zoning Ordinance §306 development standards are noted in **bold**.)

DESIGN STANDARD	AVONDALE §306 C-2 DISTRICT	THE DISTRICT AT CRYSTAL SPRINGS COMMERCIAL USES
MINIMUM LOT WIDTH	NONE	NONE
MINIMUM SITE DEPTH	NONE	NONE
MAXIMUM LOT COVERAGE	NONE	NONE
MAXIMUM HEIGHT	30'	30' ¹
MAXIMUM ACCESSORY STRUCTURE HEIGHT	15'	15'
MINIMUM PERIMETER BUILDING SETBACKS		
FRONT	20'	20'
STREET ⁴	20'	20'
REAR	20'	15'
SIDE	15'	15' ²
MINIMUM INTERIOR BUILDING SETBACK	NONE	NONE
MINIMUM BUILDING SETBACK FROM RESIDENTIAL ZONING DISTRICT OR USE		
ADJACENT TO PARCEL A (MULTI-FAMILY APARTMENTS)	50'	20'
ADJACENT TO PARCEL E (MULTI-FAMILY TOWNHOMES)	50'	30'
PARKING SETBACK		
ADJACENT TO A RESIDENTIAL ZONING DISTRICT OR USE (PARCEL A - MULTI-FAMILY APARTMENTS)	25'	0'

TABLE 3A | COMMERCIAL USE DEVELOPMENT STANDARDS (PARCELS B, C + D) CONT.

DESIGN STANDARD	AVONDALE §306 C-2 DISTRICT	THE DISTRICT AT CRYSTAL SPRINGS COMMERCIAL USES
ADJACENT TO A RESIDENTIAL ZONING DISTRICT OR USE (PARCEL E - MULTI-FAMILY TOWNHOMES)	25'	15'
ADJACENT TO PERIMETER STREET ⁴	30'	20'
MINIMUM LANDSCAPE SETBACK ADJACENT TO PERIMETER STREET FRONTAGE ⁴	30'	20'
MINIMUM LAND USE BUFFER (LANDSCAPED) ADJACENT TO RESIDENTIAL DISTRICT OR USE		
ADJACENT TO PARCEL A (MULTI-FAMILY APARTMENTS)	15'	0'
ADJACENT TO PARCEL E (MULTI-FAMILY)	15'	15' ³

Notes:

1. The maximum height of buildings in the C-2 Zoning District shall be allowed to exceed thirty (30) feet in height if located on land identified by Avondale's Freeway Corridor Specific Plan (FCSP) as appropriate for additional height. The maximum building height shall not exceed ten (10) stories in height as specified by the FCSP.
2. Indicates a minimum perimeter building setback.
3. An access drive may encroach a maximum of five (5) feet into the landscaped land use buffer for up to a maximum of 25% of the linear footage of the common property line.
4. Setback (building or landscape) adjacent to a public street shall be measured from the right-of-way.

TABLE 3B | MULTI-FAMILY APARTMENT USE DEVELOPMENT STANDARDS (PARCEL A)

(Deviations from Zoning Ordinance §205 development standards are noted in **bold**.)

DESIGN STANDARD	AVONDALE §205 R-4 DISTRICT	THE DISTRICT AT CRYSTAL SPRINGS MULTI-FAMILY APARTMENT USES
MAXIMUM UNITS ALLOWED	1 UNIT FOR EVERY 1,452 SF NET SITE AREA (30 DU/AC)	1 UNIT FOR EVERY 1,300 SF NET SITE AREA ¹ (33.5 DU/AC) / MAXIMUM 216 UNITS
MINIMUM LOT WIDTH	50'	50'
MINIMUM LOT DEPTH	100'	100'
MAXIMUM BUILDING HEIGHT	45' ²	52' ²
MAXIMUM BUILDING COVERAGE	50%	50%
MINIMUM BUILDING SETBACKS ^{5,6}		
FRONT YARD (MCDOWELL ROAD)	25' ³	25' ³
SIDE YARD (EAST + WEST BOUNDARY)	15' ⁴	10' ⁴
REAR YARD (SOUTH BOUNDARY)	15'	5'
STREET SIDE	25' ³	25' ³
MINIMUM BUILDING SEPARATION BETWEEN BUILDINGS ^{7,8}	15'	15'
MINIMUM LANDSCAPE SETBACK ADJACENT TO PERIMETER STREET FRONTAGE ^{5,6}	25'	20'
MINIMUM PRIVATE OUTDOOR SPACE	80 SF / UNIT	MINIMUM 62 SF / UNIT AVERAGE 90 SF / UNIT

Notes:

1. Residential density is the number of dwelling units permitted per net acre of land. Net site area is the gross area less publicly dedicated right-of-way. Private drives internal to the site are included in the net area calculation.
2. The maximum height of buildings shall be allowed to exceed forty-five (45) feet in height if located on land identified by Avondale's Freeway Corridor Specific Plan (FCSP) as appropriate for additional height. The maximum building height shall not exceed ten (10) stories in height as specified by the FCSP.

3. May be reduced to eight (8) feet for buildings with individual dwelling units that front onto a residential street and that provide direct access from residential units to the public sidewalk (e.g., townhomes or walk-up apartments). As it relates to this provision, direct access shall be defined as the shortest feasible paved connection to the public sidewalk from the entrance of a residential unit(s). Direct access shall not require pedestrians to navigate through internal sidewalks and exit through a centralized location in order to access the public right-of-way.
4. Zero (0) feet for lots with common walls; fifteen (15) feet for lots with no common walls.
5. Carport canopies may encroach into a setback (building or landscape) a maximum of five (5) feet.
6. Setback (building or landscape) adjacent to a public street shall be measured from the right-of-way.
7. Building separation requirement shall not apply to carport canopies.
8. Building separation between freestanding garages may be reduced to a minimum of ten (10) feet.

C. Parking

The size of all parking spaces, accessways, and other improvements in areas designated for vehicular parking shall conform to Section 8 – Parking of the Zoning Ordinance. The parking standards provided for in Section 804 – Required Parking of the Zoning Ordinance will govern the parking for uses within the PAD. The following exceptions shall apply:

- Inpatient Rehabilitation Hospital use shall be parked at two (2) parking spaces per bed.
- Multi-Family Apartments use shall park at a ratio of 1.25 spaces per unit, inclusive of visitor parking.
- Parking stalls for Multi-Family Apartments use shall be a minimum of 9'-6" x 18' in size.

- Garage parking shall be provided for a minimum of ten (10) percent of parking, excluding visitor parking, in Multi-Family Apartment developments with one hundred (100) or more dwelling units. Garages may be standalone, attached or incorporated under living quarters.
- A minimum of fifty (50) percent of required parking in Multi-Family Apartment developments shall be covered parking, which may include carports or garage parking.
- Loading and/or delivery areas for package deliveries, mobile order deliveries, and ride sharing services in Multi-Family Apartment developments shall be provided within a publicly accessible location (non-gated).

D. Additional Development Standards + Guidelines

The following standards for the Mixed Use Village are supplemental to the Avondale Zoning Ordinance and the design standards found in the City of Avondale's Commercial and Industrial Design Manual and Multi-Family Residential Design Manual.

Walls + Fences

All walls and fences shall meet or exceed Section 1207 – Walls and Fences of the Zoning Ordinance and shall meet or exceed the guidelines outlined in the City's Design Manuals. The following exceptions shall apply:

- Where perimeter or parking screen wall staggers are not feasible, the use of pillars/columns may be incorporated to break up linear expanses of wall and provide visual interest. Pillars/Columns shall be provided at minimum intervals of fifty (50) feet.
- Perimeter walls shall complement the architectural style of the building and shall be constructed of high quality durable materials such as stone, brick, concrete block, ornamental painted metal, or other sustainable materials.

Landscape + Open Space

The landscaping within the Project shall meet or exceed Section 1204 – Landscape Design Standards of the Zoning Ordinance and shall meet or exceed the guidelines outlined in the City's Design Manuals. The following exceptions shall apply:

- Landscaped areas shall be provided in an amount equal to or greater than twenty (20) percent of the net site area. This number shall include landscaped setbacks and land use buffers, as well as all landscaped common open space areas.
- Parking islands shall be installed at least every ten (10) consecutive parking spaces and located at the end of each row of parking.
- Retention shall be allowed to use underground retention systems as approved by the City's Engineering Department during the Site Plan and Design Review application.
- A minimum of one and a half trees per ground-level dwelling unit shall be provided in Multi-Family Apartment developments. This number of trees shall include the trees provided in common areas and within required landscape buffers or landscape setbacks.
- For Multi-Family Apartments use, a minimum of twenty (20) percent of the net site area shall be devoted to common area usable open space, except that if an air-conditioned community clubhouse is provided at 10,000 square feet or greater, the minimum usable open space, inclusive of clubhouse, shall be eighteen (18) percent of the net site area. (See Exhibit 8 | Multi-Family Townhome + Apartment Usable Open Space) For calculation purposes of common area usable open space, net site area is defined as *the remaining ground area of the gross site area after subtracting perimeter rights-of-way, alleys, and perimeter private access drives.*

Lighting

All exterior lighting for common open space areas, exteriors of buildings, parking lots, and adjacent to the internal roadways shall comply with Section 707 - Outdoor Lighting of the Zoning Ordinance. A site specific photometric plan will be provided with individual Site Plan and Design Review applications.



TABLE 4 | MIXED USE VILLAGE ADDITIONAL DEVELOPMENT STANDARDS + GUIDELINES DEVIATIONS

The table below summarizes deviations from Zoning Ordinance Article 8 - Parking and Article 12 - Landscape, Walls and Fences development standards, as well as design guidelines from the Commercial and Industrial Design Manual and Multi-Family Residential Design Manual. Unless otherwise specified below, the City of Avondale's Zoning Ordinance and Design Manuals, as amended.

DEVELOPMENT STANDARD / DESIGN GUIDELINE	CITY OF AVONDALE	THE DISTRICT AT CRYSTAL SPRINGS MIXED USE VILLAGE
PARKING		
INPATIENT REHABILITATION HOSPITAL USE	-	2 SPACES PER BED
MULTI-FAMILY APARTMENT USE	STUDIO: 1.5 SPACES/UNIT 1 BEDROOM: 1.5 SPACES/UNIT 2 BEDROOM: 1.75 SPACES/UNIT 3 BEDROOM: 2 SPACES/UNIT PLUS: ONE (1) VISITOR SPACE PER FIVE (5) UNITS MUST BE PROVIDED	1.25 SPACES PER UNIT (INCLUSIVE OF VISITOR PARKING)
MULTI-FAMILY APARTMENT USE - COVERED PARKING	1 SPACE PER UNIT (MINIMUM)	50% (MINIMUM)
MULTI-FAMILY APARTMENT USE - GARAGE PARKING	25% OF REQUIRED PARKING (MINIMUM), EXCLUDING GUEST PARKING, IN DEVELOPMENT WITH 100 UNITS OR MORE; GARAGES SHOULD BE ATTACHED	10% OF PARKING PROVIDED (MINIMUM), EXCLUDING GUEST PARKING, IN DEVELOPMENTS WITH 100 UNITS OR MORE; GARAGES MAY BE STANDALONE, ATTACHED OR INCORPORATED UNDER LIVING QUARTERS
MULTI-FAMILY APARTMENT USE - PARKING STALL SIZE	STANDARD: 9'-6" X 20' (MINIMUM) COMPACT: 8'X18' (MINIMUM) AND SHALL NOT EXCEED 15% OF TOTAL REQUIRED SPACES	STANDARD: 9'-6" X 18' (MINIMUM) COMPACT: 8'X18' (MINIMUM) AND SHALL NOT EXCEED 15% OF TOTAL REQUIRED SPACES
WALLS		
WALLS ADJACENT TO ARTERIAL OR COLLECTOR STREETS	WALLS WITH A CONTINUOUS LENGTH GREATER THAN 150' SHALL USE A HORIZONTAL UNDULATING PATTERN OR OFFSET AT MINIMUM INTERVALS OF 50'. THE UNDULATION/OFFSET DEPTH PARALLEL TO THE STREET LINE SHALL BE A MINIMUM OF 3'	WALLS WITH A CONTINUOUS LENGTH GREATER THAN 150' MAY INCLUDE PILLARS/COLUMNS IN LIEU OF A HORIZONTAL UNDULATING PATTERN OR MINIMUM 3' OFFSET. PILLARS/COLUMNS SHALL BE PROVIDED AT MINIMUM INTERVALS OF 50'.

**TABLE 4 | MIXED USE VILLAGE ADDITIONAL DEVELOPMENT STANDARDS + GUIDELINES
DEVIATIONS CONT.**

DEVELOPMENT STANDARD / DESIGN GUIDELINE		CITY OF AVONDALE	THE DISTRICT AT CRYSTAL SPRINGS MIXED USE VILLAGE
LANDSCAPE + OPEN SPACE			
MULTI-FAMILY APARTMENT USE - LANDSCAPE AREAS		20% OF NET SITE AREA (MINIMUM); AND SHALL BE INCREASED BY 5% FOR EACH ADDITIONAL FLOOR OVER 1-STORY TO A MAXIMUM OF 50% OF THE NET SITE AREA	20% OF NET SITE AREA (MINIMUM); LANDSCAPE AREAS WITHIN COMMON AREA OPEN SPACE, LANDSCAPE SETBACKS AND LAND USE BUFFERS MAY BE INCLUDED
PARKING ISLANDS		EVERY 8 CONSECUTIVE PARKING SPACES AND AT TEH ENDS OF EACH ROW	EVERY 10 CONSECUTIVE PARKING SPACES AND AT TEH ENDS OF EACH ROW
MUTLI-FAMILY APARTMENT USE - LANDSCAPE IMPROVEMENTS		1.5 TREES (MINIMUM)PER DWELLING OR GUEST UNIT; TREES LOCATED IN A LANDSCAPE BUFFER, PARKING LOT, LANDSCAPE SETBACK OR RIGHT- OF-WAY PLANTING ARE EXCLUDED	1.5 TREES (MINIMUM)PER GROUND FLOOR DWELLING OR GUEST UNIT; TREES LOCATED IN A LANDSCAPE BUFFER, PARKING LOT, LANDSCAPE SETBACK OR RIGHT-OF-WAY PLANTING MAY BE INCLUDED
MULTI-FAMILY APARTMENT USE - COMMON AREA USABLE OPEN SPACE		20% OF SITE AREA (MINIMUM)	20% OF NET SITE AREA (MINIMUM); IF A 10,000 SF (MINIMUM) AIR-CONDITIONED COMMUNITY CLUBHOUSE IS PROVIDED, 18% OF NET SITE AREA, INCLUSIVE OF CLUBHOUSE, (MINIMUM)
ARCHITECTURE			
MULTI-FAMILY APARTMENT USE - BALCONIES AND PORCHES		WRAP BALCONIES AND PORCHES AROUND CORNER UNITS TO ENHANCE THE SIDE ELEVATIONS	WHERE FEASIBLE, WRAP BALCONIES AND PORCHES AROUND CORNER UNITS TO ENHANCE TEH SIDE ELEVATIONS. ALTERNATIVE DESIGN ELEMENTS MAY BE PROVIDED IN LIEU OF WRAPPED BALCONIES AND PORCHES AROUND CORNER UNITS DURING THE SITE PLAN AND RESIDENTIAL DESIGN REVIEW PROCESS. THE OVERALL DESIGN INTENT IS TO PROVIDE FOR FOUR (4) SIDED ARCHITECTURE. IF FOUR (4) SIDE ARCHITECTURE IS PROVIDED, THIS ARCHITECTURAL TREATMENT IS NOT REQUIRED.

V. RESIDENTIAL VILLAGE STANDARDS

Multi-family townhome uses within The District at Crystal Springs will be located along the western portion of the Project on approximately twenty-four (24) of the forty-five (45) acres, as identified as Parcel E on the Conceptual Development Plan. The multi-family townhomes will provide a transitional and complementary use between the proposed commercial and existing multi-family residential and school uses to the west. The requirements of the Zoning Ordinance and Multi-Family Residential Design Manual, as amended, shall apply to the development of multi-family residential uses within the Residential Village at The District at Crystal Springs, except where explicitly stated otherwise within this PAD. Should a conflict exist between any provision of this PAD and the applicable Zoning Ordinance or Design Manual, this PAD will preside.

A. Permitted Uses

This PAD establishes all permitted uses for the Property to be located within the Residential Village, and all uses not specifically provided for herein are prohibited unless a subsequent determination by the Zoning Administrator finds a specific use to be an analogous use to a permitted use.

(P) Permitted by right

(C) Permitted subject to a conditional use permit - must conform to all applicable use-based requirements contained in §203 of the Zoning Ordinance

(PC) Permitted with conditions

(A) Accessory use to otherwise permitted use

The PAD uses within the Residential Village most generally conform to the City's Multi-Family Residential District (R-4) as described in §202 of the Zoning Ordinance, with PAD deviations noted in **bold**.

TABLE 5 | RESIDENTIAL VILLAGE LAND USE MATRIX

LAND USE	AVONDALE §202 R-4 DISTRICT	THE DISTRICT AT CRYSTAL SPRINGS RESIDENTIAL VILLAGE
ASSISTED LIVING	C	C
BOARDING HOUSE	C	C
CHILD CARE IN THE HOME FOR FOUR (4) OR FEWER CHILDREN NOT RELATED TO THE RESIDENTS, AS AN ACCESSORY TO THE PRIMARY RESIDENTIAL USE OF A DWELLING	P	P
CHILD CARE IN THE HOME FOR FIVE (5) TO TEN (10) CHILDREN NOT RELATED TO THE RESIDENTS, AS AN ACCESSORY TO THE PRIMARY RESIDENTIAL USE OF A DWELLING	C	C
CHILD CARE CENTER IN CONJUNCTION WITH A PLACE OF WORSHIP	C	C
COMMUNITY GARDEN, ONE ACRE OR LESS	P	P
CONVALESCENT HOME	C	C
GROUP HOME	P	P
HOME OCCUPATION, AS AN ACCESSORY TO THE PRIMARY RESIDENTIAL USE OF A DWELLING	PC	PC
MULTI-FAMILY DWELLING	P	P
NURSING HOME	C	C
PARK AND RECREATION AREAS, PUBLIC	P	P
PLACE OF WORSHIP	C	C
PUBLIC UTILITY FACILITY REQUIRED FOR LOCAL SERVICES	PC	PC
PUBLIC UTILITY FACILITY WITH THE EXCEPTION OF THOSE ALLOWED AS A USE PERMITTED WITH CONDITIONS ABOVE	C	C
SCHOOL, PUBLIC	P	P
SINGLE FAMILY ATTACHED DWELLING	P	P

Uses Permitted With Conditions

The following land uses are listed in Table 5 | Residential Village Land Use Matrix as Permitted with Conditions. These uses are permitted by right only if the conditions listed below for the individual uses are met. Based on site plan review, staff may add additional conditions of approval deemed necessary to protect the health, safety, and public welfare.

Home Occupations are allowed provided that in addition to all of the use limitations applicable in the Zoning District in which the home occupation is located, no home occupation shall be permitted unless it complies with the following restrictions:

1. The home occupation shall be conducted entirely within the principal dwelling unit or in a permitted accessory building thereto, and in no event shall such use be apparent from any public way. Use of required garages shall not occur.
2. There shall be no signs, no exterior display, no exterior storage of materials, and no exterior parking of vehicles containing signs larger than six (6) square feet, and no other indication of the home occupation or variation from the residential character of the principal building.
3. No mechanical, electrical or other equipment that produces noise, electrical or magnetic interference, vibration, heat, glare or other nuisance outside the residential or accessory structure shall be used.
4. No home occupation shall be permitted that is noxious, offensive or hazardous by reason of vehicular traffic, generation or emission of noise, vibration, smoke, dust or other particulate matter, odorous matter, heat, humidity, glare, refuse, radiation or other objectionable emissions.
5. Any need for parking generated by the home occupation shall be off-street. One (1) off street parking space is permitted for the home occupation.
6. No pick-up or delivery by business-related vehicles which exceed 20,000 pounds gross vehicle (except USPS and standard UPS/FedEx sized delivery trucks) is permitted.
7. Only one business-related vehicle with a manufacturer's gross vehicle weight rating (GVWR) of not more than ten thousand (10,000) pounds used for the home occupation may be parked or stored at the property.

8. Customers shall not visit the home occupation to purchase goods or services, excluding barber shops/beauty salons. Barber shops/beauty salons shall not occupy more than 200 square feet of the floor area, a maximum of one (1) washing station, and a maximum of two (2) customers per day. Prohibited services include massage parlors, restaurants, veterinary hospitals, veterinary offices, commercial kennels, dog grooming, vehicle services and like services.

9. Employees who do not reside in the home are prohibited.

10. Such occupation shall not require internal or external alterations or construction features or equipment or machinery not customary in residential areas.

11. The activity shall not generate vehicular or pedestrian traffic beyond that which is normal in its district.

Public Utility Facility Required For Local Service is allowed provided that:

1. It is required for local service.
2. There are no offices, maintenance facilities, outdoor storage or part-time employees related to the site.

B. Development Standards

Multi-Family Townhome uses within Parcel E of the Project, will be developed in accordance with Table 6 | Multi-Family Townhome Use Development Standards (Parcel E) below. Deviations from Zoning Ordinance §205 development standards are noted in **bold**.

TABLE 6 | MULTI-FAMILY TOWNHOME USE DEVELOPMENT STANDARDS (PARCEL E)

DESIGN STANDARD	AVONDALE §205 R-4 DISTRICT	THE DISTRICT AT CRYSTAL SPRINGS MULTI-FAMILY TOWNHOME USES
MAXIMUM UNITS ALLOWED	1 UNIT FOR EVERY 1,452 SF NET SITE AREA (30 DU/AC)	1 UNIT FOR EVERY 3,788 SF NET SITE AREA¹ (11.5 DU/AC) / MAXIMUM 268 UNITS
MINIMUM LOT WIDTH	50'	50'
MINIMUM LOT DEPTH	100'	100'
MAXIMUM BUILDING HEIGHT	45' ²	45' ²
MAXIMUM BUILDING COVERAGE	50%	50%
MINIMUM BUILDING SETBACKS ⁶		
FRONT YARD (117TH AVENUE)	25' ³	25' ³
SIDE YARD (ADJACENT TO SCHOOL)	15' ⁴	15' ⁴
SIDE YARD (ADJACENT TO FREEWAY)	15'	25'
REAR YARD (EAST BOUNDARY)	15'	15'
STREET SIDE (MCDOWELL ROAD)	25' ³	25' ³
PRIVATE ACCESSWAY	-	3'⁵
MINIMUM BUILDING SEPARATION BETWEEN BUILDINGS	15'	15'
MINIMUM BUILDING SEPARATION BETWEEN PRINCIPAL BUILDING ENTRANCE OR EXIT AND ANOTHER BUILDING (FOR 2-STORY BUILDINGS)	30'	20'
MINIMUM LANDSCAPE SETBACK ADJACENT TO PERIMETER STREET FRONTAGE ⁶	25'	25'
MINIMUM PRIVATE OUTDOOR SPACE	80 SF / UNIT	180 SF / UNIT

Notes:

1. Residential density is the number of dwelling units permitted per net acre of land. Net site area is the gross area less publicly dedicated right-of-way. Private drives internal to the site are included in the net area calculation.
2. The maximum height of buildings in the R-4 Zoning District shall be allowed to exceed forty-five (45) feet in height if located on land identified by Avondale's Freeway Corridor Specific Plan (FCSP) as appropriate for additional height. The maximum building height shall not exceed ten (10) stories in height as specified by the FCSP.
3. May be reduced to eight (8) feet for buildings with individual dwelling units that front onto a residential street and that provide direct access from residential units to the public sidewalk (e.g., townhomes or walk-up apartments). As it relates to this provision, direct access shall be defined as the shortest feasible paved connection to the public sidewalk from the entrance of a residential unit(s). Direct access shall not require pedestrians to navigate through internal sidewalks and exit through a centralized location in order to access the public right-of-way.
4. Zero (0) feet for lots with common walls; fifteen (15) feet for lots with no common walls.
5. A minimum of three (3) feet shall be provided from private accessway to face of garage.
6. Setback (building or landscape) adjacent to a public street shall be measured from the right-of-way.

C. Parking

The size of all parking spaces, accessways, and other improvements in areas designated for vehicular parking shall conform to Section 8 – Parking of the Zoning Ordinance. The parking standards provided for in Section 804 – Required Parking of the Zoning Ordinance will govern the parking for uses within the PAD. The following exceptions shall apply:

- Loading and/or delivery areas for package deliveries, mobile order deliveries, and ride sharing services shall be provided within a publicly accessible location (non-gated).

D. Additional Development Standards + Guidelines

The following standards for the Residential Village are supplemental to the Avondale Zoning Ordinance and the design standards found in the City of Avondale's Multi-Family Residential Design Manual.

Walls + Fences

A combination of solid theme wall and partial view fence will be utilized within the Multi-Family Residential community. Exhibit 6 | Multi-Family Townhome + Apartment Conceptual Wall Plan and Exhibit 7A | Multi-Family Townhome Conceptual Wall Details provides examples of design intent and overall theming, however, final wall design will be provided and approved during the Site Plan and Design Review process. All walls and fences shall meet or exceed Section 1207 – Walls and Fences of the Zoning Ordinance and shall meet or exceed the guidelines outlined in the City of Avondale's Multi-Family Residential Design Manual. The following exceptions shall apply:

- Where perimeter or parking screen wall staggers are not feasible, the use of pillars/columns may be incorporated to break up linear expanses of wall and provide visual interest. Pillars/Columns shall be provided at minimum intervals of fifty (50) feet.
- Perimeter walls shall complement the architectural style of the building and shall be constructed of high quality durable materials such as stone, brick, concrete block, ornamental painted metal, or other sustainable materials.

Landscape + Open Space

The landscaping within the Project shall meet or exceed Section 1204 – Landscape Design Standards of the Zoning Ordinance and shall meet or exceed the guidelines outlined in the City of Avondale's Multi-Family Residential Design Manual. The following exceptions shall apply:

- A minimum of one and a half trees per ground-level dwelling unit shall be provided within Multi-Family Townhome developments. This number of trees shall include the trees provided in common areas and private outdoor open space, as well as within required landscape setbacks.

- Landscaped areas shall be provided in an amount equal to or greater than twenty (20) percent of the net site area. This number shall include landscaped setbacks and land use buffers, in addition to all landscaped common open space areas.

- Foundation planting shall be required adjacent to buildings fronting on streets or drive aisles. Buildings fronting on private accessway are excluded from this requirement.

- A minimum of fifty (50) percent of the building frontage shall be landscaped.

- The minimum width of a foundation planter shall be five (5) feet, measured from the foundation to the nearest curb, sidewalk, or parking lot. The foundation plating area shall include, at a minimum, shrubs and groundcover. Trees shall be included when a foundation planter is adjacent to a sidewalk or pedestrian area.

- Retention shall be allowed to use underground retention systems as approved by the City's Engineering Department during the Site Plan and Design Review application.

- A minimum of fifteen (15) percent of the net site area shall be devoted to common area usable open space, inclusive of community clubhouse. (See Exhibit 8 | Multi-Family Townhome + Apartment Usable Open Space) For calculation purposes of common area usable open space, net site area is defined as *the remaining ground area of the gross site area after subtracting perimeter rights-of-way, alleys, and perimeter private access drives.*

Lighting

All exterior lighting for common open space areas, exteriors of buildings, and parking lots shall comply with Section 707 - Outdoor Lighting of the Zoning Ordinance. A site specific photometric plan will be provided with individual Site Plan and Design Review applications.

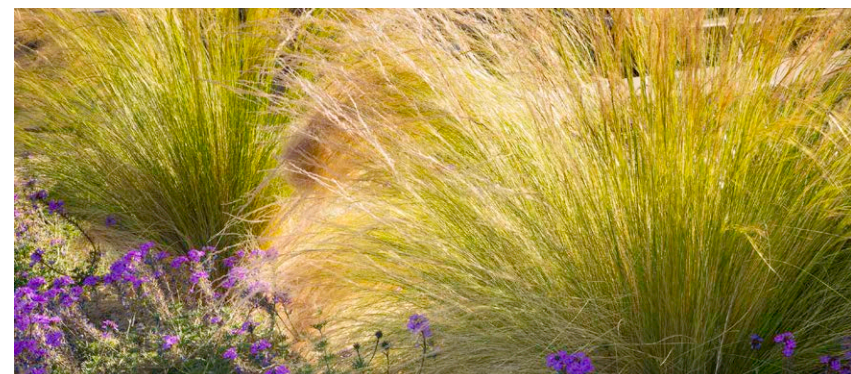


TABLE 7 | RESIDENTIAL VILLAGE ADDITIONAL DEVELOPMENT STANDARDS + GUIDELINES DEVIATIONS

The table below summarizes deviations from Zoning Ordinance Article 8 - Parking and Article 12 - Landscape, Walls and Fences development standards, as well as design guidelines from the Multi-Family Residential Design Manual. Unless otherwise specified below, the City of Avondale's Zoning Ordinance and Design Manuals, as amended.

DEVELOPMENT STANDARD / DESIGN GUIDELINE		CITY OF AVONDALE	THE DISTRICT AT CRYSTAL SPRINGS RESIDENTIAL VILLAGE
WALLS			
WALLS ADJACENT TO ARTERIAL OR COLLECTOR STREETS		WALLS WITH A CONTINUOUS LENGTH GREATER THAN 150' SHALL USE A HORIZONTAL UNDULATING PATTERN OR OFFSET AT MINIMUM INTERVALS OF 50'. THE UNDULATION/OFFSET DEPTH PARALLEL TO THE STREET LINE SHALL BE A MINIMUM OF 3'	WALLS WITH A CONTINUOUS LENGTH GREATER THAN 150' MAY INCLUDE PILLARS/COLUMNS IN LIEU OF A HORIZONTAL UNDULATING PATTERN OR MINIMUM 3' OFFSET. PILLARS/COLUMNS SHALL BE PROVIDED AT MINIMUM INTERVALS OF 50'.
LANDSCAPE + OPEN SPACE			
MULTI-FAMILY TOWNHOME USE - LANDSCAPE AREA		20% OF NET SITE AREA (MINIMUM); AND SHALL BE INCREASED BY 5% FOR EACH ADDITIONAL FLOOR OVER 1-STORY TO A MAXIMUM OF 50% OF THE NET SITE AREA	20% OF NET SITE AREA (MINIMUM); LANDSCAPE AREAS WITHIN COMMON AREA OPEN SPACE, LANDSCAPE SETBACKS AND LAND USE BUFFERS MAY BE INCLUDED
MULTI-FAMILY TOWNHOME USE - LANDSCAPE IMPROVEMENTS		1.5 TREES (MINIMUM) PER DWELLING OR GUEST UNIT; TREES LOCATED IN A LANDSCAPE BUFFER, PARKING LOT, LANDSCAPE SETBACK OR RIGHT-OF-WAY PLANTING ARE EXCLUDED	1.5 TREES (MINIMUM) PER GROUND FLOOR DWELLING OR GUEST UNIT; TREES LOCATED IN A LANDSCAPE SETBACK, COMMON AREAS AND PRIVATE OUTDOOR OPEN SPACE MAY BE INCLUDED
MULTI-FAMILY TOWNHOME USE - COMMON AREA USABLE OPEN SPACE		20% OF SITE AREA (MINIMUM)	15% OF NET SITE AREA (MINIMUM), INCLUSIVE OF A COMMUNITY CLUBHOUSE

EXHIBIT 6 | MULTI-FAMILY TOWNHOME + APARTMENT CONCEPTUAL WALL PLAN



LEGEND

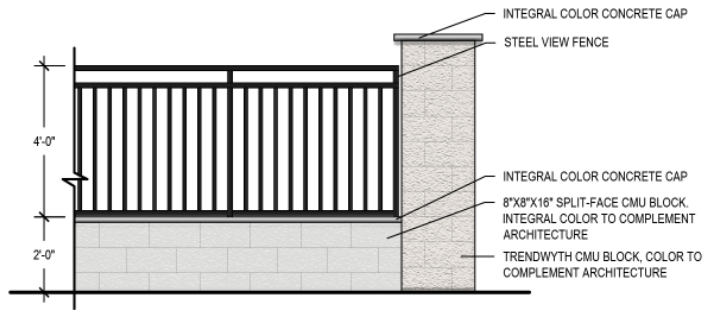
- — — — PROJECT BOUNDARY

- THEME WALL
— 16" PARTIAL VIEW FENCE
— 48" PARTIAL VIEW FENCE
— SWINGING VEHICULAR ENTRY GATE

- SCREEN WALL WITH VIEW FENCE
 6' PERIMETER VIEW FENCE
 SCREEN WALL
 VEHICULAR SLIDING GATE

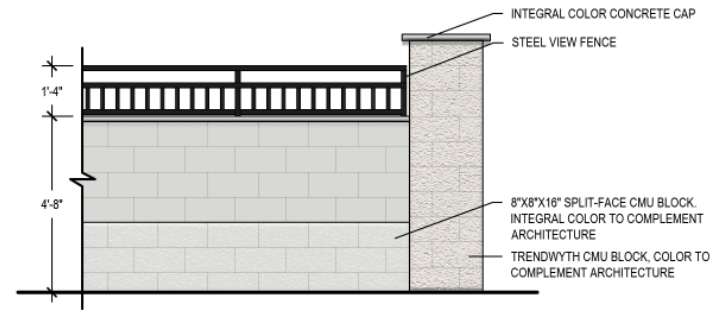
The plan is conceptual and subject to change.

EXHIBIT 7A | MULTI-FAMILY TOWNHOME CONCEPTUAL WALL DETAILS



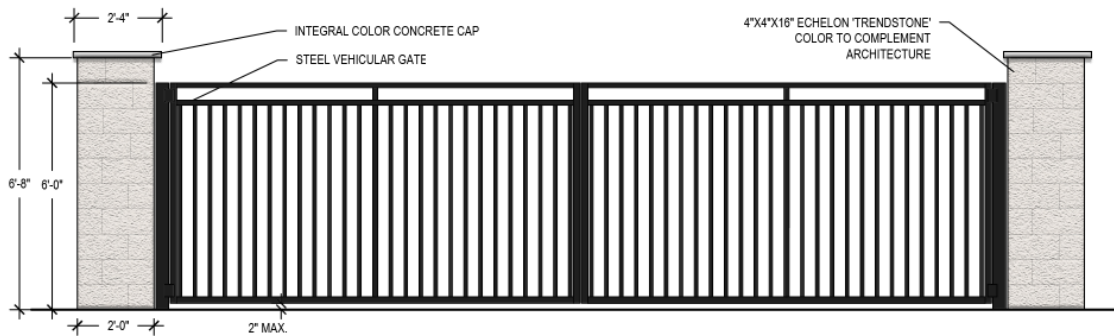
48" PARTIAL VIEW FENCE

SCALE: NTS



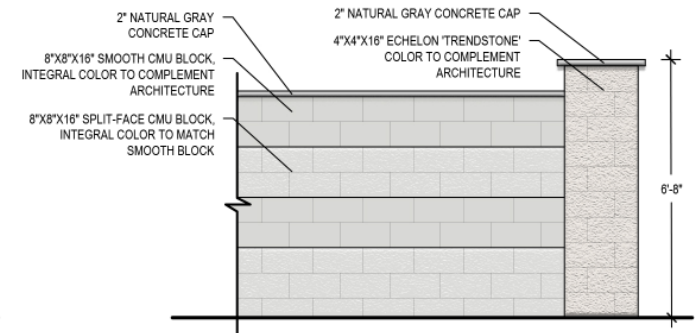
16" PARTIAL VIEW FENCE

SCALE: NTS



SWINGING VEHICULAR ENTRY GATE

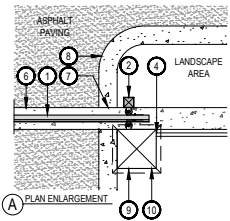
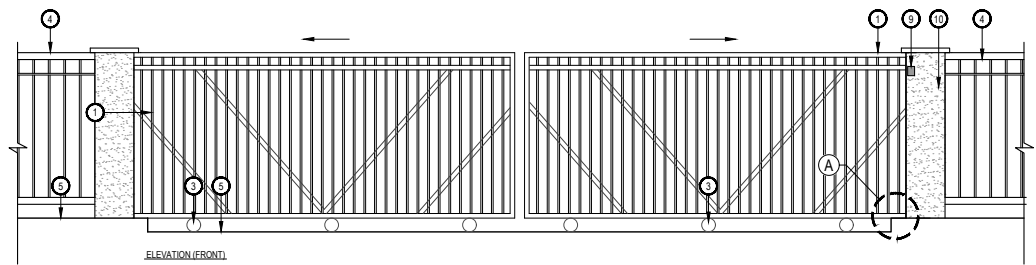
SCALE: NTS



THEME WALL

SCALE: NTS

EXHIBIT 7B | MULTI-FAMILY APARTMENT CONCEPTUAL WALL DETAILS

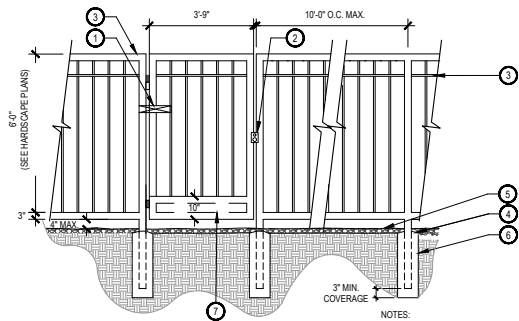


- NOTES:
1. ALL VEHICULAR GATE STRUCTURES, HINGES AND MECHANICS TO BE ENGINEERED AND INSTALLED PER MANUFACTURER'S RECOMMENDATION AND SPECIFICATIONS.
 2. GATE SUBCONTRACTOR TO FIELD VERIFY ALL DIMENSIONS.
 3. GATE SUBCONTRACTOR TO PROVIDE SHOP DRAWINGS FOR LANDSCAPE ARCHITECT AND STRUCTURAL ENGINEER APPROVAL.
 4. GATE SUBCONTRACTOR TO PROVIDE CUT SHEETS OF ALL GATE EQUIPMENT AND HARDWARE FOR PERMIT PURPOSES.

- 1 PASSPORT COMMERCIAL ORNAMENTAL ROLL GATE MANUFACTURED BY AMERISTAR, 3-RAIL PROFILE, RAILS, PICKETS, AND HARDWARE PER MANUFACTURER'S SPECIFICATION - OR APPROVED EQUAL.
- 2 ROLLER GUIDE POST (BEYOND) PER MANUFACTURER'S RECOMMENDATION.
- 3 Y-TRACK WHEELS - TYP. PER MANUFACTURER'S RECOMMENDATION.
- 4 PERIMETER FENCE - SEE DETAIL 2/LA-202
- 5 FINISH GRADE
- 6 CONCRETE RIBBON FOR TRACK - FLUSH WITH ADJACENT ASPHALT PAVING
- 7 CURB CUT - SEE CIVIL DRAWINGS
- 8 RAISED CONCRETE CURB - REFERENCE CIVIL DRAWINGS
- 9 KNOX BOX PER LOCAL FIRE SAFETY CODE - INSTALL PER MANUFACTURER'S SPECIFICATIONS.
- 10 PERIMETER COLUMN WITH SMOOTH PAINTED STUCCO TO MATCH BUILDING.

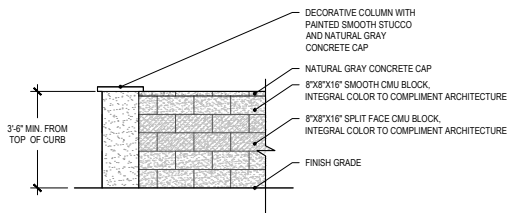
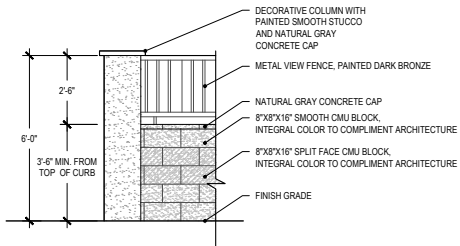
SCALE: 1/2" = 1'-0"

1 VEHICULAR SLIDE GATE



- 1 LOCINOX HYDRAULIC GATE CLOSER MECHANISM BY: LOCINOXUSA
- 2 PROVIDE LIFT LATCH SHALL NOT REQUIRE TIGHT PINCHING, OR TWISTING OF THE WRIST TO OPERATE - NOT TO EXCEED 8.5 LBS. MAX.
- 3 STEEL FENCE MANUFACTURER: AMERISTAR MODEL: MONTAGE - MAJESTIC STYLE COLOR: BRONZE
- 4 SLOPE CONCRETE AWAY FROM POST
- 5 FINISHED GRADE
- 6 CONCRETE FOOTING PER STRUCTURAL - SEE DETAIL 1/SD4-1
- 7 10" KICK PLATE - SATIN ALUMINUM FINISH, TYP. ON PUSH SIDES OF GATE

- NOTES:
1. ALL WELDS TO BE GROUND SMOOTH
 2. OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5.0 (22.2 N) POUNDS MAXIMUM.
 3. 10" KICK PLATE REQUIRED ON POOL, PERIMETER AND DOG PARK GATES. NO KICK PLATE IS REQUIRED ON PRIVATE YARD GATES.



4 PARKING LOT SCREEN WALL WITH VIEW FENCE

5 PARKING LOT SCREEN WALL

SCALE: 1/2" = 1'-0"

SCALE: 1/2" = 1'-0"

EXHIBIT 8 | MULTI-FAMILY TOWNHOME + APARTMENT USABLE OPEN SPACE



LEGEND

- PROJECT BOUNDARY
- COMMON AREA USABLE OPEN SPACE
- PRIVATE OUTDOOR USABLE OPEN SPACE
- ✱ MAIN AMENITY
- ✱ SECONDARY AMENITY

VI. LANDSCAPING, PEDESTRIAN OPEN SPACE + AMENITIES

Landscape will be a unifying element of The District at Crystal Springs development, creating a sense of arrival at entries into the Project and sense of place. The plant palette will be suitable to the environmental conditions of Avondale while enhancing the character of the overall development. The overall planting design for the Project will be designed to enhance the desert environment through the use of native desert and desert adapted low water use plant material. Plant material will be chosen for its textural and visual qualities to provide year-round interest, shade and buffering, as well as soften the built environment. Street trees along McDowell Road and Avondale Boulevard will be consistent with the Street Tree Master Plan, creating continuity throughout the City of Avondale and will result in a street scene that offers a shaded and connected environment that embraces walkability and the pedestrian experience. The perimeter of the Property will provide a visually cohesive landscape fabric that will be specific to The District at Crystal Springs and will penetrate internal to the Project along public vehicular and pedestrian routes that connect all uses within the Project.

Open Space for the Project will be provided in the form of landscape setbacks, land use buffers, drainage retention, commercial plazas, and common area amenities. These open space elements will facilitate active and passive recreation, visual enhancement and linkages, and pedestrian connectivity, creating an open space fabric that will provide a cohesive backdrop to the built environment of the future mixed use community. Pedestrian connectivity through the Project will be designed to be comfortable, convenient, and safe.

Development within the Mixed Use Village will provide appropriately located and sized amenity areas that will allow for social interaction and passive shaded respites. Amenity areas may include design features such as seating

areas, courtyards, plazas, water play, turf areas or outdoor activity centers. Pedestrian and bicycle connectivity from the Mixed Use Village to the Residential Village and perimeter roadways will promote physical activity, provide connectivity to Friendship Park located approximately one half mile to the west, and is a key element to the success of the mixed use development.

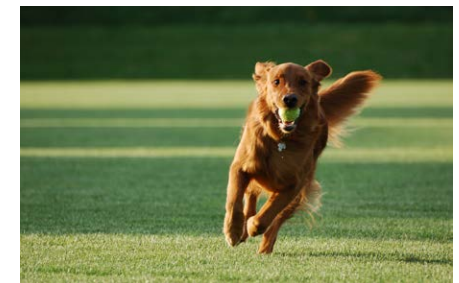
The active adult multi-family apartment community within the Mixed Use Village will promote an active lifestyle with community engagement opportunities for residents. The configuration of the building will create centralized open space amenity areas that will showcase a variety of active and passive recreation elements. The multi-family apartments within Parcel A are required to provide a clubhouse (minimum 10,000 square feet if less than twenty (20) percent common area usable open space is provided) and a minimum of four (4) of the following elements (or approved equal):

- Exercise / Lap Pool (must be provided for developments over fifty (50) units)
- BBQ Area / Outdoor Kitchen
- Pickle Ball
- Bocce Ball
- Ramada
- Event Lawn
- Community Garden
- Seating Area
- Fire Table



The multi-family townhome community within the Residential Village located in Parcel E is anticipated to include a centralized main amenity area with clubhouse and swimming pool; secondary amenities such as a tot lot, dog park, and picnic area with bbq's; and a sidewalk system that will connect residents to all amenities and the future commercial planned within The District at Crystal Springs. The multi-family townhome development must offer a high-level amenity package that consists of a minimum of four (4) of the following elements (or approved equal):

- Swimming Pool (must be provided for developments over fifty (50) units)
- Clubhouse (must be provided for developments over fifty (50) units)
- Tot Lot
- BBQ Area
- Ramada
- Sports Courts
- Event Lawn
- Dog Park
- Community Garden
- Pickle Ball, Putting Green, or Other Similar Sports Amenities
- Seating Area



VII. SIGNAGE

All signage located within The District at Crystal Springs shall comply with the requirements provided in Section 9 - Signs of the Zoning Ordinance. Signage associated with commercial uses within the Mixed Use Village shall adhere to standards for the C-2 District, while signage for the Multi-Family Apartments located in the Mixed Use Village and the Multi-Family Townhomes within the Residential Village shall adhere to the standards for multi-family residential zoning districts.

VIII. ARCHITECTURAL DESIGN CRITERIA

Except where otherwise provided in this PAD, architectural design standards shall be in conformance with the City of Avondale's Commercial and Industrial Design Manual and the Multi-Family Residential Design Manual. Although separate Villages are outlined below, the overall appearance and theme of The District at Crystal Springs will be cohesive and embody a contemporary/modern aesthetic.

MIXED USE VILLAGE

Commercial development within the Mixed Use Village shall comply with the guidelines found in the City of Avondale's Commercial and Industrial Design Manual, as amended. All buildings shall be architecturally styled to achieve harmony and continuity of design while focusing on pedestrian oriented site design. In addition, it is the design intent to provide complementary colors and materials as used in the Residential Village to maintain a common unifying theme for The District at Crystal Springs development.

The proposed active adult apartment community located within the Mixed Use Village shall comply with the guidelines

found in the City of Avondale's Multi-Family Residential Design Manual, as amended. The following exceptions apply:

- Where feasible, wrap balconies and porches around corner units to enhance the side elevations. Alternative design elements may be provided in lieu of wrapped balconies and porches around corner units during the Site Plan and Residential Design Review process. The overall design intent is to provide for four (4) sided architecture. If four (4) sided architecture is provided, this architectural treatment is not required. (See Appendix B | Conceptual Elevations - Multi-Family Apartments)
- Incorporate enhanced accent paving at all active adult multi-family residential development entrances and auto courts.

RESIDENTIAL VILLAGE

The multi-family townhome community within The District at Crystal Springs will utilize architecture that will enhance the living experience for residents, promote a sense of community and interaction, and complement the overall aesthetic and environment of the Project. The Residential Village will create a walkable neighborhood within a mixed-use community, providing residents the opportunity to live, work and play within a cohesively designed walkable environment. Development within the Residential Village shall comply with the guidelines found in the City of Avondale's Multi-Family Residential Design Manual, as amended. The following exceptions shall apply:

- For attached multi-family housing types such as townhomes, primary entrances shall be located on front or side elevations, providing visual interest and diversity of product type.
- For attached multi-family housing types such as townhomes, when a single unit is two (2) stories, either a ground floor patio or second story balcony shall be provided for each unit.

- Incorporate enhanced accent paving at all multi-family townhome development entrances and auto courts, however, individual private accessways shall not require enhanced paving treatments or pavers.

Conceptual building elevations have been provided with this PAD application for the multi-family residential product proposed for Parcel E and active adult residential proposed for Parcel A to provide design intent regarding color palette, materials, massing and overall architectural design. (See Appendix A | Conceptual Elevations - Multi-Family Townhomes) All residential product will be required to be reviewed and approved through the City of Avondale's Site Plan and Residential Design Review process.

IX. JUSTIFICATION + MITIGATION

To accommodate development of a horizontal mixed use community, this PAD modifies development standards for setbacks and parking, as well as the City of Avondale Multi-Family Residential Design Manual for usable open space and balcony/patio requirements. The proposed modifications are needed to provide a successful horizontal mixed use community that provides multi-family residential of various types and commercial uses in close proximity to each other within a walkable environment. The proposed minor modifications will allow the Project to meet the intent of mixed use development, while providing site specific modifications that respond to this unique mix of uses.

Residential uses proposed will provide new residential opportunities for Avondale that are not found currently in the city. Due to the uniqueness of the residential product types, townhomes and active adult apartments, modifications to a few development standards and design guidelines are required. Project mitigation is achieved through a focus on design elements that provide additional

community benefit, pedestrian and vehicular connectivity, enhanced amenities, and high quality design, without applying traditional development standards that did not contemplate horizontal mixed use.

A summary of the justifications for specific deviations is provided below.

MIXED USE VILLAGE

- Modification to C-2 Uses: Minor modifications to the permitted uses and conditions required to be met for uses permitted with conditions have been provided within this PAD to align with the mixed use nature of the development. To create synergy between multiple uses within a walkable environment, with residential in close proximity to commercial and medical related facilities, modifications have been made to allow flexibility yet provide compatibility. The health, safety and welfare of the residents and patrons of The District at Crystal Springs and surrounding neighbors will not be negatively impacted by these modifications nor will these cause a burden on the City of Avondale.
- Minimum Building and Parking Setbacks for Commercial Uses in Parcels B, C and D: Building and parking setbacks have been reduced through this PAD to aid in facilitating the success of a mixed use development in a horizontal configuration and promote walkability. The uses proposed within the Project are compatible and located in appropriate areas of the development, with commercial uses adjacent to the perimeter arterial roadways for visibility and ease of vehicular accessibility, yet conveniently accessible by internal Project walkways. Mixed use developments are intended to be more urban and compact in design to provide convenient pedestrian connectivity and synergy between uses. The modified setbacks, as proposed within this PAD, will not be at the detriment of the health, safety or welfare of the public.

- Maximum Units Allowed and Minimum Building Setbacks for Multi-Family Apartment Uses in Parcel A: The maximum density allowed has been minimally increased and the side and rear building setbacks have been reduced. These modifications are in response to the mixed use nature of the overall Project and the configuration of the site being bordered by internal drives on two (2) sides and McDowell Road to the north. The reduced setbacks allow the active adult apartment community to surface park while still providing meaningful centrally located open space with robust programming. The minor increase in density and reduced building setbacks, as proposed within this PAD, are consistent with development standards associated with mixed use development, which are intended to be more urban and compact in design to provide convenient pedestrian connectivity and synergy between uses.

Although the density proposed for Parcel A exceeds the R-4 Zoning District allowance of 30 Du/Ac (1 unit for every 1,452 SF net site area), the active adult apartment development will be capped at a maximum of 216 residential units and a density of 33.5 Du/Ac. R-4 Zoning is geared more for suburban scale multi-family, where the active adult apartment community at The District at Crystal Springs will be more urban in form, elevator-served, 4-stories in height, and located on smaller acreage within the overall mixed use project.

- Minimum Landscape Setback Adjacent to Perimeter Street Frontage: The minimum landscape setback adjacent to a perimeter street frontage (Avondale Boulevard and McDowell Road) has been reduced through this PAD to allow for flexibility of the design and urban form of the mixed use development. Although narrowed, the landscape setback will allow for thoughtful tree placement and vegetation that will provide visual interest and shaded sidewalks along perimeter street frontages, creating a pleasant pedestrian experience.

Common vehicular drives which access the perimeter arterial streets at predetermined locations and run north/south and east/west, although provide vehicular and pedestrian connectivity to all uses within The District

at Crystal Springs, also constrain development within the Mixed Use Village. By allowing for reduced landscape setbacks adjacent to perimeter street frontages, there is more flexibility on the east half of the development to provide more intensity of uses and allow for the urban design needed to create a successful mixed use environment.

- Parking Requirements (Inpatient Rehabilitation Hospital): Minimum parking requirements are not provided within the Zoning Ordinance for this specific use and therefor has been included in this PAD. The Inpatient Rehabilitation Hospital does not demand a high parking count as patients typically do not have their own vehicles on the premises. Parking demand is generated from employees and visitors and the proposed ratio of two (2) spaces per bed is more than adequate.

- Parking Standards (Multi-Family Apartments): Parking stall dimensions, as well as required number of parking spaces, covered parking and garage parking requirements have been modified within this PAD to respond to the unique needs of an active adult apartment use that typically sees less vehicle ownership by residents. Dependent on age and employment status of residents, generally, residential units are occupied by single vehicle residents. Therefore, the number of required parking spaces have been reduced from a per bedroom/unit basis to a ratio of 1.25 parking spaces per unit, regardless of number of bedrooms, inclusive of visitor parking. This parking ratio is typical for active adult residential communities in the Phoenix Metro area.

The covered and garage parking requirements have been modified to align with this reduction of overall required parking spaces. Half of the parking spaces shall be covered by garage or carport, meeting the intent of the Zoning Ordinance. The location of the active adult apartment community within the overall Project will allow for convenient pedestrian connectivity to retail uses within a short walk, promoting walkability rather than relying on a vehicle. A Parking Study prepared by Kimley-Horn has been provided with this PAD submittal under separate cover to provide additional information and detail regarding anticipated parking demands.

- Minimum Private Outdoor Open Space (Multi-Family Apartments): The active adult apartment development proposed for Parcel A shall provide a minimum of sixty-two (62) square feet / average ninety (90) square feet of private outdoor open space for each unit. This reduction in the minimum square footage of private outdoor space is offset by the larger than average square footage provided and is requested due to the unique nature of the active adult use and the focus on community gathering and engagement. The resort style community will offer higher-end amenity spaces, including a 2-story, minimum 11,000 square foot clubhouse, that most conventional multi-family residential communities do not provide.

- Tree Requirement (Multi-Family Apartments): Section 1204.B.3 of the Zoning Ordinance requires a minimum of one and a half trees (1.5) per dwelling or guest unit shall be provided within multi-family residential developments. This number of trees shall not include the trees required in a landscape buffer, parking lot, landscape setback or right-of-way planting. In lieu of this requirement and in recognition of the mixed use nature and density of the Project, the minimum tree count per unit shall instead be 1.5 trees per ground-level dwelling unit. In addition, this PAD has modified this requirement to allow trees planted in the landscape buffer or landscape setback to be included in this tree requirement. The intent is to provide shaded pedestrian routes and amenity areas, as well as visual interest within the active adult community. Tree planting in close proximity to buildings and/or roads can be problematic for the future growth and health of the tree, so careful consideration to location and placement is critical.

- Landscaped Areas: To provide clarity regarding what is permitted to be included in the calculation of required landscape areas, additional language has been added to this PAD. Landscaped areas shall be provided in an amount equal to or greater than twenty (20) percent of the net site area. This number shall include landscaped setbacks and land use buffers, in addition to all landscaped common open space areas.

- Parking Islands: The spacing of parking islands has been increased within this PAD from at least every eight (8) consecutive parking spaces to at least every ten (10) consecutive parking spaces and located at the end of each row of parking. The nature of a mixed use development is to encourage a compact built environment that provides smaller parking fields and encourages walkability. This added flexibility in spacing, if needed, allows for more efficiently designed parking without taking away from visual and shade aspects desired.

- Minimum Usable Open Space (Multi-Family Apartments): The PAD design requirement for minimum usable open space has been reduced from twenty (20) percent of the site area, as shown in the Avondale Multi-Family Residential Design Manual, to a minimum of eighteen (18) percent of the site net area when an air-conditioned community clubhouse is provided at 10,000 square feet or greater. The 2-story clubhouse will offer air-conditioned amenity areas that are welcomed by active adult residents living in the desert southwest. This reduction in usable open space allows for a concentration of high-level amenities that can be centrally located for all active adult residents to enjoy. High design, variety, and areas for social interaction are key elements to the design of the proposed active adult residential development. This design philosophy creates a welcoming and safe environment for residents of all activity levels while creating a sense of community. Additionally, The District at Crystal Springs is planned as a mixed use development offering a more urban lifestyle in an integrated higher density/intensity environment, providing a higher value on amenities and meaningfulness of open space over quantity / size.

- Architectural Design Guidelines (Multi-Family Apartments): Slight modifications and clarifications to a few architectural design guidelines, as provided in the Avondale Multi-Family Residential Design Manual, are provided with this PAD. The proposed modifications as outlined in Section VIII Architectural Design Criteria – Mixed Use Village of this PAD meet the design intent of the Design Manual, however, provide for a slight variation

on the language of the guideline. Enhanced paving will still be required at project entries and autocourts for high visual impact and four (4) sided architecture will be required to create visual interest on all sides of the residential buildings. (See Appendix B | Conceptual Elevations - Multi-Family Apartments)

RESIDENTIAL VILLAGE

- Maximum Units Allowed: A reduction to the maximum density and units allowed within Parcel E is being requested to provide a more harmonious use with the existing Crystal Springs Apartments to the west. The multi-family townhome development will have a density of 11.5 Du/Ac and a maximum unit count of 268 units. The proposed townhome product is intended to live like a single family residence with two-story units, 2-car garages and private rear yards. The reduced density will complement the other planned uses within the overall development and act as an appropriate transitional use adjacent to the existing school and apartments.
- Minimum Private Outdoor Space: The multi-family townhome development proposed for Parcel E, as shown on the Conceptual Development Plan, shall provide a minimum of one hundred eighty (180) square feet of private outdoor space for each unit. This requirement more than doubles the minimum eighty (80) square feet that is required by Zoning Ordinance. It is the desire of the developer to create a living environment that mimics a single-family residential use, by providing two-story units a larger private outdoor space in the form of enclosed patios/yards. A minimum of five (5) percent of the overall site area will be dedicated to private outdoor space, providing value as meaningful usable open space.
- Tree Requirement: Section 1204.B.3 of the Zoning Ordinance requires a minimum of one and a half trees (1.5) per dwelling or guest unit shall be provided within multi-family residential developments. This number of trees shall not include the trees required in a landscape buffer, parking lot, landscape setback or right-of-way

planting. In lieu of this requirement and in recognition of the mixed use nature and density of the Project, the minimum tree count shall be 1.5 trees per dwelling unit, however, trees planted in the landscape buffer, landscape setback, or private outdoor space shall be permitted to be included in this tree requirement. With oversized private outdoor space, it is critical that trees planted in these outdoor spaces be counted towards the overall tree requirement. The intent is to provide shaded pedestrian routes and amenity areas, as well as visual interest throughout the multi-family residential community. The townhome style development has an increased horizontal footprint rather than vertical height like conventional multi-family residential developments, providing fewer large landscape tracts sufficient for massing of trees. Tree planting in close proximity to buildings and/or roads can be problematic for the future growth and health of the tree.

- Landscaped Areas: To provide clarity regarding what is permitted to be included in the calculation of required landscape areas, additional language has been added to this PAD. Landscaped areas shall be provided in an amount equal to or greater than twenty (20) percent of the site net area. This number shall include landscaped setbacks and land use buffers, in addition to all landscaped common open space areas, excluding private outdoor open space. In lieu of requiring additional landscape area for each additional floor over one (1) story and in recognition of the large private outdoor space provided for each residential unit, the requirement shall instead be a minimum of twenty (20) percent.
- Foundation Planting: To provide clarity regarding where foundation plantings are required, additional language has been added to this PAD to exclude this requirement from buildings fronting on private accessways. The multi-family townhome product proposed for Parcel E, as shown on the Conceptual Development Plan, is essentially a townhome style product with garage access provided by way of private accessways that service six (6) to ten (10) units. Where these units front onto the private accessways, the face

of garage shall be a minimum of three (3) feet from the private accessway. These three (3) feet will allow for a driveway apron and vehicular access to the private garages. Any residential unit that fronts a private drive or tract shall include foundation plantings.

- Minimum Usable Open Space: The PAD design requirement for minimum usable open space within the multi-family townhome development has been reduced from twenty (20) percent of the site area, as shown in the Avondale Multi-Family Residential Design Manual, to a minimum of fifteen (15) percent of the site net area. This reduction in usable common area open space allows for private outdoor space to be more than double the City's requirement, as well as provide for a concentration of high-level amenities that can be centrally located for all residents to enjoy. The proposed multi-family townhome product is intended to live like a single family residence with individual enclosed private yards, yet provide a robust community amenity package with areas for social interaction similar to multi-family apartments. In combination with private outdoor space, a minimum of twenty (20) percent usable open space will be provided for residents.

- Architectural Design Guidelines: Modifications and clarifications to a few architectural design guidelines as provided in the Avondale Multi-Family Residential Design Manual are required with this PAD based on the specific townhome style product that is being proposed within the Residential Village at The District at Crystal Springs. The proposed modifications as outlined in Section VIII Architectural Design Criteria – Residential Village of this PAD meet the design intent of the Design Manual however are more fitting to the proposed two-story townhome style product and mixed use character of the Project. Private outdoor space will still be provided for each unit in the form of larger than average patios that will be enclosed with a wall or fence, four (4) sided architecture will still be required, and primary entrances to units will be easily accessible. The product includes 3-plex, 4-plex and 5-plex building types, as well as two (2) architectural styles and two (2) unique color schemes. The multiple product configurations will provide for diversity and visual interest, meeting the intent of the

Design Manual. The overall design of the multi-family townhome development will include architecture that promotes a sense of community and establishes a unique neighborhood identity.

X. INFRASTRUCTURE

Water + Wastewater

It is anticipated that the Project will have the ability to connect to the 16-inch water main in Avondale Boulevard and a future 16-inch water main that will be constructed in McDowell Road by the developers of the Avondale Commons development. Future wastewater infrastructure to service the Property will tie into the existing 10-inch stub off the 24-inch sewer main in Avondale Boulevard for Parcels B, C, and D. Parcels A and E will connect to the proposed sewer main in McDowell Road at stub locations provided by the developers of the Avondale Commons development. The Property will be divided into five (5) lots that will each be served by private water and sewer systems, with connections and networks being determined at the time of platting and/or site plan for each phase. Additional water and wastewater infrastructure information can be found within the Preliminary Water and Wastewater Reports prepared by Kimley-Horn and provided with this PAD submittal under separate cover.

Drainage

Existing drainage on the Property generally flows to the south and west. A combination of landscaped retention basins and underground storage will be provided throughout the Property to retain the runoff volume for the 100 year 2-hour storm event for both onsite and offsite flows. A Grading and Drainage Plan prepared by Kimley-Horn has been provided with this PAD submittal under separate cover to provide additional information and detail regarding the overall drainage strategy.

Roadway Improvements

Roadway improvements anticipated with the development of The District at Crystal Springs shall include half-street improvements for Avondale Boulevard and McDowell Road along the property frontage, as required, and internal private accessways. Two (2) primary entry drives will be provided to the Mixed Use District, one (1) from McDowell Road across from Avondale Commons' entry and one (1) from Avondale Boulevard where a current median break exists. These internal private accessways will facilitate vehicular and pedestrian circulation through the Mixed Use District and provide secondary access to the Residential Village. Additional driveways will be needed for efficient access from the perimeter roadways to the commercial uses within the Mixed Use District and will be provided for review and approval at the time of Site Plan and Design Review for development within Parcels B and C.

The main entry into the Residential Village will be from 117th Avenue along the western property edge, with secondary access provided to the east, and an emergency exit located in the southwest corner connecting to the existing school site. No additional improvements to 117th Avenue are contemplated with this future development. A Traffic Impact Study prepared by Kimley-Horn has been provided with this PAD submittal under separate cover.

Utilities

The following table outlines the existing utility providers that are anticipated to provide service to the Property.

TABLE 8 | UTILITIES

UTILITY	PROVIDER
WATER	CITY OF AVONDALE
WASTEWATER	CITY OF AVONDALE
NATURAL GAS	SOUTHWEST GAS
ELECTRIC	APS
TELEPHONE	CENTURY LINK / COX
CABLE	CENTURY LINK / COX

Phasing

The Project will be platted and developed in multiple phases. It is anticipated that the Project will be developed from west to east, with the commercial parcels along Avondale Boulevard developing last. It is important to the viability of the Project to bring on the residential and health care components first to support the future commercial uses.

All offsite improvements along McDowell Road and Avondale Boulevard shall be installed and completed prior to the first Certificate of Occupancy for development within The District at Crystal Springs PAD, except that the right turn lanes on McDowell Road and bus bay and right turn lane on Avondale Boulevard will be required to be completed prior to the issuance of the first Certificate of Occupancy for development on Parcel B. Offsite improvements along 117th Avenue will be required with the development of Parcel E. Additionally, the two (2) primary internal private accessways will be constructed with the first phase of development.

XI. OWNERSHIP + MAINTENANCE

The future developer(s) shall construct perimeter street improvements including perimeter landscaping, internal access roadways and circulation, onsite utilities and common area landscaping. It is anticipated that the future development of The District at Crystal Springs will be facilitated in phases and, at a minimum, five (5) privately owned lots. At this time, it is planned that the multi-family townhome development, multi-family apartments, and the inpatient rehabilitation hospital will be privately owned, managed and maintained through independent property management companies, and the remaining commercial development will be owned, operated and maintained by a Master Association. Additional details will be provided at the time of Site Plan application(s).

A statement shall be placed on the approved site plan or plat, as appropriate, of the development parcels adjacent to Avondale Boulevard and/or McDowell Road stating that landscaping in the adjacent right-of-way shall be maintained by the Project.

XII. CONFORMANCE WITH AVONDALE PLANS

The Property is designated as Mixed Use on the City of Avondale's General Plan Map and is located within both a designated Growth Area and the Avondale Freeway Corridor Specific Plan area. The Mixed Use land use category provides for a mixture of residential and commercial and "encourages innovatively designed developments, which create a core living environment, reflective of a village concept where residents can live, work, and recreate within the same development or close by". The District at

Crystal Springs has been designed to include a variety of compatible uses located within a walkable environment, offering future residents and adjacent neighbors the opportunity to live, work and play in a cohesively designed development. The following summary highlights a few of the Avondale General Plan 2030 goals and policies this Project supports:

Land Use Element

Goal 1: Establish an Avondale identity based on a healthy lifestyle that promotes land uses which foster an economically sustainable and socially dynamic community.

Policy C: Diversify Avondale's housing stock by providing for varied residential types with an emphasis on large lot development in the southern core of the City.

Policy D: Enhance the attractiveness of infill parcels as an option for new development throughout Avondale.

Policy F: Support higher density/urban land uses to support future transit and rail.

The Project will bring development to a vacant parcel at a prominent intersection and provide for unique housing opportunities in close proximity to employment and commercial services north of Interstate-10 in Avondale, where modern multi-family housing options are in short supply. The development of The District at Crystal Springs will benefit from existing adjacent infrastructure and provide higher density/intensity land uses in an appropriate location that can support a mixed use development. This PAD allows for healthcare, commercial, multi-family residential and hospitality uses which will foster an economically sustainable community, while creating a dynamic and cohesive mixed use development.

Economic Element

Goal 2: Create employment centers to attract businesses that match the City's economic targets.

Policy A: Locate desired and targeted businesses in Avondale, specifically in Bio-Industry (along Van Buren Street), Medical Support Services (along McDowell Road), Advanced Financial/Business Services, Aerospace/ Aviation, Motorsports/Automotive, Light Industrial/Manufacturing, Renewable Industries, and Recreational and Eco-Tourism (southern Avondale).

The District at Crystal Springs development will include a medical support service in the form of a skilled-nursing inpatient rehabilitation hospital that will offer physical, occupational and speech therapy to aid patients in regaining independence after a life-changing illness or injury. This proposed use is consistent with the vision of the City's Avondale Health Tech Corridor and the desire to develop McDowell Road with healthcare related uses. In addition to this employment generating use, retail and a potential hospitality use are proposed for the Project which will create more jobs and attract additional business opportunities to Avondale.

Growth Area Element

Goal 3: Create destination employment centers in targeted areas of the City that will help to improve the balance between jobs and population.

Policy B: Discourage residential uses adjacent to I-10 unless they are part of a mixed-use development.

The District at Crystal Springs will create a balance between population and jobs by offering a variety of residential and non-residential uses located within a walkable urban fabric. The mixed use development is supported by its adjacency to McDowell Road, Avondale Boulevard and Interstate-10, providing high visibility and allowing for easy access. The mixed use development will create a destination for its own residents as well as neighbors alike.

Neighborhoods Theme, Housing Element

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

This PAD will allow for two (2) different housing types that are not currently available in the City of Avondale. Planned for the Residential Village is a multi-family townhome style product that lives like a single family residence with private rear yards, two-car garages and two-story configuration. Additionally, in the Mixed Use Village, a multi-family apartment use in the form of an active adult apartment development, is permitted with conditions. Both housing types are unique and will be marketed to different end users, with the townhome product being more targeted to families and young professionals and the active adult apartment community being restricted to residents fifty-five (55) and older. These residential uses are also complementary, as many active adult residents want to live near their younger family members, who may be living in the townhomes. Each residential component of The District at Crystal Springs will have its own centralized amenity, while providing connectivity to the other non-residential uses within the overall development.

Quality of Life Theme, Urban Design Element

Goal 2: Establish a positive and distinctive city image and identity by developing and improving focal points, gateways, specific areas, and major corridors.

Policy K: Maintain an upscale appearance of Avondale from the I-10.

The District at Crystal Springs is located along the Interstate-10 corridor as well as at a prominent intersection north of The Blvd. The Project will continue the growth emphasis and high quality character, associated with The Blvd, north of Interstate-10, while providing an upscale and enhanced appearance for those driving by on Interstate-10. Predominant existing uses along the freeway include industrial and freeway commercial and the Property is one

(1) of only two (2) designated mixed use areas along the freeway corridor. The mix of uses and variety of building scales associated with the future development at The District at Crystal Springs will provide an enhanced and distinctive community image in a highly visible location.

Goal 5: Maximize housing opportunities in locations within a half-mile of transit, with good access to employment areas, neighborhood services, and public facilities in order to promote a healthy community both sustainably and economically.

Policy A: Distribute higher residential densities throughout our City in identified urban growth areas and facilitate the development of residences in mixed-use development within these growth areas.

Policy D: Facilitate the development of housing close to jobs to provide residents with the opportunity to live and work in the same community.

The Property is located in a designated "Growth Area" and has a land use designation of Mixed Use. The District at Crystal Springs embraces the goals and intent of the General Plan and intends to develop as a horizontal mixed use community that will offer opportunities to live and work in the same community, providing a walkable, sustainable environment for residents. Building upon the 1999 Crystal Springs PAD by offering additional multi-family residential in the form of two (2) unique housing types is consistent with the Urban Design element of the General Plan and will provide economic stability to a cohesively designed development.

Avondale Freeway Corridor Specific Plan

In 1991, Avondale prepared the Freeway Corridor Specific Plan (FCSP) and has updated it multiple times since (the latest being September 2015) to guide development along the Interstate-10 corridor and ensure that the area would be retained as a location for employment and retail uses, as well as encourage walkability. Two of the primary goals of the FCSP are:

- Ensure new development in the Plan area is pedestrian/bicyclist friendly and contributes to a walkable community.
- Enhance the City's appearance from the I-10 and the Loop 101 freeways.

The District at Crystal Springs will be an integral part of the creation of a well-balanced and economically sustainable freeway corridor. The Project has been designed to be consistent with the FCSP land use goals for commercial, residential, and business-related development in this area. The mix of uses proposed within the Project will be supported by and are compatible with the high capacity transportation network (McDowell Road, Avondale Boulevard and Interstate-10) adjacent to the Property, while still creating a well-integrated standalone development that will offer opportunities for live, work and play within a walkable area.

Within the FCSP area, the predominant development type has been regional commercial which is characterized by retail shopping centers that typically include a "big box" store. The second most established development type has been business park uses. The District at Crystal Springs has the opportunity to develop as a diverse environment offering a health care related use, multi-family residential including townhomes and apartments, retail, and potentially hospitality. The proposed uses will contribute to an enhanced and welcoming image as seen from Interstate-10, with buildings including a high level of design and variety of scale.

In conjunction with General Plan, the FCSP notes that most zoning designations within its boundaries are intended to 'accommodate intense commercial and residential

developments, mixed-used developments, and TOD.' High-intensity, urban-style land uses are encouraged. Further, the City envisions the I-10 (and Loop 101) corridors becoming the City's premier business and employment areas while also providing urban living opportunities within a walkable environment, which greater densities generally create. Building height allowance, as shown in the FCSP, indicates the Property was intended to develop with a higher intensity/density than other areas within the FCSP area. The residential density proposed for The District at Crystal Springs supports this urban-style mixed use vision while complementing adjacent existing uses and providing a unique mix of uses within a walkable environment.

2021 City of Avondale Strategic Plan

The Avondale Strategic Plan is a five-year road map of aspiring yet achievable goals that are designed to maintain all that is unique and wonderful about the present-day Avondale community, while attracting new growth and development to the city. The core purpose of the Plan is to 'create a family-friendly and economically robust city that is Aspiring, Achieving and Accelerating'. The District at Crystal Springs will directly and indirectly further the goals of the seven (7) identified strategic outcome areas. By providing diverse housing options in close proximity to jobs, the Project will contribute to the Creative and Sustainable Community Development initiative and provide a vibrant and cohesive development that creates a sense of place and fosters neighborhood livability.

XIII. PAD REQUIRED FINDINGS

The District at Crystal Springs PAD meets the required findings outlined in §603 A of the Zoning Ordinance as demonstrated below.

1 The proposed PAD is in conformance with the General Plan and applicable specific plan(s).

The Avondale General Plan 2030 identifies the land use designation for the Property as Mixed Use. This PAD meets the intent of the Mixed Use land use designation and is in conformance with many of the goals and policies of the General Plan, as well as the Freeway Corridor Specific Plan. Multi-Family Townhome uses within the Residential Village at The District at Crystal Springs will be limited to a maximum density of 11.5 Du/Ac (1 unit for every 3,788 SF net site area) and a maximum yield of 268 units. Within the Mixed Use Village the multi-family apartments will be capped at a density of 33.5 Du/Ac (1 unit for every 1,300 SF net site area) and a maximum yield of 216 units. The density for the multi-family apartments has been slightly increased above the R-4 Zoning District allowance of 30 Du/Ac to provide for an urban in scale, elevator-served, 4-stories in height development that is appropriate for this prime horizontal mixed use location. Additionally, the variety of multi-family residential offerings at The District of Crystal Springs aids in providing a proportionate ratio of residential to commercial uses for the area.

2 The proposed PAD meets the PAD requirements of the Zoning Ordinance, Subdivision Regulations, Design Manuals and other applicable regulations and requirements, unless otherwise modified by the PAD Narrative.

The District at Crystal Springs PAD clearly defines any requested deviations from the City's Zoning Ordinance and Design Manuals. Minor modifications to land use, development standards, and design guidelines are requested to accommodate the unique nature of a horizontal mixed use development that contains a balance of residential, healthcare and retail in one cohesive setting.

3 That adequate public infrastructure and services exist to serve the proposed development or all necessary public infrastructure and services to serve the proposed development will be completed in connection with development of the PAD.

Adequate public infrastructure and services exist in the immediate area to serve the proposed mixed use development. All necessary utility extensions and perimeter roadway improvements, required as part of the development of the Project, will comply with all City engineering and development regulations and standards.

4 The proposed PAD will result in compatible land use relationships within the proposed development and with adjacent properties.

The Property is located at the intersection of two (2) major arterial roadways and bound by Interstate-10 to the south. Bordering the western edge of the Property is 117th Avenue

and the existing Sun Valley Academy. Immediately west of 117th Avenue is the existing Crystal Springs Apartment community. The land uses proposed with The District at Crystal Springs PAD embrace the site's location adjacent to two high capacity arterial streets and provides for a well-balanced mix of uses at a strategic intersection. Intensity and density decreases moving away from the hard corner, with a proposed two-story multi-family townhouse style product being planned adjacent to the existing school and in close proximity to the existing and proposed multi-family of similar density to the west. This PAD has been thoughtfully crafted to set the stage for compatibility with adjacent land uses and to promote harmony within the overall The District at Crystal Springs development. Appropriate setbacks are provided between proposed uses, while connectivity and synergy between residential and non-residential uses are celebrated to create an overall well-balanced walkable environment that will offer a live, work, play lifestyle.

5 The development standards of the proposed PAD are consistent with or exceed the desired character of development for the area.

The proposed development standards outlined in this PAD are consistent with the desired character for a mixed use development and provides the opportunity for a self-sustaining mix of uses unique to this Project and area of town. The District at Crystal Springs will further the development of the Avondale Health Tech Corridor by including a skilled-nursing inpatient rehabilitation hospital, while providing two (2) unique multi-family residential products and supporting commercial uses that will create a one of a kind cohesive development that will offer employment, residential and goods and services within a walkable framework.

XIV. CONCLUSION

The District at Crystal Springs PAD has been carefully designed to encourage the appropriate mix of uses that will be compatible with the existing residential and educational uses to the west as well as benefit from the Property's adjacency to two (2) major transportation corridors and access to Interstate-10. This PAD furthers the goals and vision of the 1999 approved Crystal Springs PAD, while responding to modern needs and market conditions. This PAD is consistent with many of the goals and policies of the City of Avondale's General Plan 2030 and the Freeway Corridor Specific Plan, as well as furthers the desires of McDowell Road as a healthcare-focused corridor.



APPENDIX A | CONCEPTUAL ELEVATIONS - MULTI-FAMILY TOWNHOMES



Perspective 1



Perspective 2



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AVONDALE
AVONDALE, AZ # 2021-1286

CONCEPT DESIGN
JUNE 27, 2022

5-PLEX BUILDING
STYLE A

A0.3



Perspective 1



Perspective 2



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CONCEPT DESIGN
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5-PLEX BUILDING
STYLE B

A0.4

LEGEND - 'A'

- 1 Stucco, 16/20 Sand Finish
- 2 Concrete 'S' Tiles
- 3 Decorative Stucco Sill Trim
- 4 Decorative Stucco Trim Surround
- 5 Decorative Shutters
- 6 Decorative Gable End Detail
- 7 Decorative Stucco Corbel
- 8 Battered Wing Wall
- 9 Fiberglass Decorative Front Door

- 10 Vinyl Windows
- 11 Metal Decorative Sectional Garage Door
- 12 Decorative Exterior Lights & Address
- 13 Metal Utility Door



Front Elevation



Left Elevation



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JUNE 27, 2022



3-PLEX BUILDING
STYLE A

A1.0

LEGEND - 'A'

- | | |
|------------------------------------|---|
| 1 Stucco, 16/20 Sand Finish | 10 Vinyl Windows |
| 2 Concrete 'S' Tiles | 11 Metal Decorative Sectional Garage Door |
| 3 Decorative Stucco Sill Trim | 12 Decorative Exterior Lights & Address |
| 4 Decorative Stucco Trim Surround | 13 Metal Utility Door |
| 5 Decorative Shutters | |
| 6 Decorative Gable End Detail | |
| 7 Decorative Stucco Corbel | |
| 8 Battered Wing Wall | |
| 9 Fiberglass Decorative Front Door | |



Rear Elevation



Right Elevation



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JUNE 27, 2022



3-PLEX BUILDING
STYLE A

A1.1

LEGEND - 'B'

- 1 Stucco, 16/20 Sand Finish
- 2 Concrete 'S' Tiles
- 3 Gable End Decorative Element
- 4 Simulated Wood Corbels
- 5 Stucco Recess/Reveal
- 6 Decorative Stucco Eave
- 7 Decorative Scalloped Stucco Sill Trim
- 8 Decorative Simulated Wood Corbel
- 9 Fiber Cement Trim at Bay Window
- 10 Fiber Cement Bd. Panel
- 11 Stucco Arch

- 12 Decorative Shutters w/ Panel Inserts
- 13 Decorative Stucco Corbel
- 14 Accent Battered Stucco Surround
- 15 Battered Wing Wall
- 16 Fiberglass Decorative Front Door
- 17 Vinyl Windows
- 18 Metal Decorative Sectional Garage Door
- 19 Decorative Exterior Lights & Address
- 20 Metal Utility Door



Front Elevation



Left Elevation



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JUNE 27, 2022



3-PLEX BUILDING
STYLE B

A1.2

LEGEND - 'B'

- 1 Stucco, 16/20 Sand Finish
- 2 Concrete 'S' Tiles
- 3 Gable End Decorative Element
- 4 Simulated Wood Corbels
- 5 Stucco Recess/Reveal
- 6 Decorative Stucco Eave
- 7 Decorative Scalloped Stucco Sill Trim
- 8 Decorative Simulated Wood Corbel
- 9 Fiber Cement Trim at Bay Window
- 10 Fiber Cement Bd. Panel
- 11 Stucco Arch

- 12 Decorative Shutters w/ Panel Inserts
- 13 Decorative Stucco Corbel
- 14 Accent Battered Stucco Surround
- 15 Battered Wing Wall
- 16 Fiberglass Decorative Front Door
- 17 Vinyl Windows
- 18 Metal Decorative Sectional Garage Door
- 19 Decorative Exterior Lights & Address
- 20 Metal Utility Door



Rear Elevation



Right Elevation



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AVONDALE
AVONDALE, AZ # 2021-1286

CONCEPT DESIGN
JUNE 27, 2022



3-PLEX BUILDING
STYLE B

A1.3



Front Elevation

LEGEND - 'A'

- 1 Stucco, 16/20 Sand Finish
- 2 Concrete 'S' Tiles
- 3 Decorative Stucco Sill Trim
- 4 Decorative Stucco Trim Surround
- 5 Decorative Shutters
- 6 Decorative Gable End Detail
- 7 Decorative Stucco Corbel
- 8 Battered Wing Wall
- 9 Fiberglass Decorative Front Door

- 10 Vinyl Windows
- 11 Metal Decorative Sectional Garage Door
- 12 Decorative Exterior Lights & Address
- 13 Metal Utility Door



Left Elevation



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4-PLEX BUILDING
STYLE A

A2.0



Rear Elevation

LEGEND - 'A'

- | | |
|------------------------------------|---|
| 1 Stucco, 16/20 Sand Finish | 10 Vinyl Windows |
| 2 Concrete 'S' Tiles | 11 Metal Decorative Sectional Garage Door |
| 3 Decorative Stucco Sill Trim | 12 Decorative Exterior Lights & Address |
| 4 Decorative Stucco Trim Surround | 13 Metal Utility Door |
| 5 Decorative Shutters | |
| 6 Decorative Gable End Detail | |
| 7 Decorative Stucco Corbel | |
| 8 Battered Wing Wall | |
| 9 Fiberglass Decorative Front Door | |



Right Elevation



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CONCEPT DESIGN
JUNE 27, 2022



4-PLEX BUILDING
STYLE A

A2.1



Front Elevation

LEGEND - 'B'

- | | |
|---|---|
| 1 Stucco, 16/20 Sand Finish | 12 Decorative Shutters w/ Panel Inserts |
| 2 Concrete 'S' Tiles | 13 Decorative Stucco Corbel |
| 3 Gable End Decorative Element | 14 Accent Battered Stucco Surround |
| 4 Simulated Wood Corbels | 15 Battered Wing Wall |
| 5 Stucco Recess/Reveal | 16 Fiberglass Decorative Front Door |
| 6 Decorative Stucco Eave | 17 Vinyl Windows |
| 7 Decorative Scalloped Stucco Sill Trim | 18 Metal Decorative Sectional Garage Door |
| 8 Decorative Simulated Wood Corbel | 19 Decorative Exterior Lights & Address |
| 9 Fiber Cement Trim at Bay Window | 20 Metal Utility Door |
| 10 Fiber Cement Bd. Panel | |
| 11 Stucco Arch | |



Left Elevation



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AVONDALE, AZ # 2021-1286

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4-PLEX BUILDING
STYLE B

A2.2



Rear Elevation

LEGEND - 'B'

- | | |
|---|---|
| 1 Stucco, 16/20 Sand Finish | 12 Decorative Shutters w/ Panel Inserts |
| 2 Concrete 'S' Tiles | 13 Decorative Stucco Corbel |
| 3 Gable End Decorative Element | 14 Accent Battered Stucco Surround |
| 4 Simulated Wood Corbels | 15 Battered Wing Wall |
| 5 Stucco Recess/Reveal | 16 Fiberglass Decorative Front Door |
| 6 Decorative Stucco Eave | 17 Vinyl Windows |
| 7 Decorative Scalloped Stucco Sill Trim | 18 Metal Decorative Sectional Garage Door |
| 8 Decorative Simulated Wood Corbel | 19 Decorative Exterior Lights & Address |
| 9 Fiber Cement Trim at Bay Window | 20 Metal Utility Door |
| 10 Fiber Cement Bd. Panel | |
| 11 Stucco Arch | |



Right Elevation



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4-PLEX BUILDING
STYLE B

A2.3



Front Elevation

LEGEND - 'A'

- 1 Stucco, 16/20 Sand Finish
- 2 Concrete 'S' Tiles
- 3 Decorative Stucco Sill Trim
- 4 Decorative Stucco Trim Surround
- 5 Decorative Shutters
- 6 Decorative Gable End Detail
- 7 Decorative Stucco Corbel
- 8 Battered Wing Wall
- 9 Fiberglass Decorative Front Door

- 10 Vinyl Windows
- 11 Metal Decorative Sectional Garage Door
- 12 Decorative Exterior Lights & Address
- 13 Metal Utility Door



Left Elevation



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5-PLEX BUILDING
STYLE A

A3.0



Rear Elevation

LEGEND - 'A'

- | | |
|------------------------------------|---|
| 1 Stucco, 16/20 Sand Finish | 10 Vinyl Windows |
| 2 Concrete 'S' Tiles | 11 Metal Decorative Sectional Garage Door |
| 3 Decorative Stucco Sill Trim | 12 Decorative Exterior Lights & Address |
| 4 Decorative Stucco Trim Surround | 13 Metal Utility Door |
| 5 Decorative Shutters | |
| 6 Decorative Gable End Detail | |
| 7 Decorative Stucco Corbel | |
| 8 Battered Wing Wall | |
| 9 Fiberglass Decorative Front Door | |



Right Elevation



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5-PLEX BUILDING
STYLE A

A3.1



Front Elevation

LEGEND - 'B'

- | | |
|---|---|
| 1 Stucco, 16/20 Sand Finish | 12 Decorative Shutters w/ Panel Inserts |
| 2 Concrete 'S' Tiles | 13 Decorative Stucco Corbel |
| 3 Gable End Decorative Element | 14 Accent Battered Stucco Surround |
| 4 Simulated Wood Corbels | 15 Battered Wing Wall |
| 5 Stucco Recess/Reveal | 16 Fiberglass Decorative Front Door |
| 6 Decorative Stucco Eave | 17 Vinyl Windows |
| 7 Decorative Scalloped Stucco Sill Trim | 18 Metal Decorative Sectional Garage Door |
| 8 Decorative Simulated Wood Corbel | 19 Decorative Exterior Lights & Address |
| 9 Fiber Cement Trim at Bay Window | 20 Metal Utility Door |
| 10 Fiber Cement Bd. Panel | |
| 11 Stucco Arch | |



Left Elevation



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5-PLEX BUILDING
STYLE B

A3.2



Rear Elevation

LEGEND - 'B'

- | | |
|---|---|
| 1 Stucco, 16/20 Sand Finish | 12 Decorative Shutters w/ Panel Inserts |
| 2 Concrete 'S' Tiles | 13 Decorative Stucco Corbel |
| 3 Gable End Decorative Element | 14 Accent Battered Stucco Surround |
| 4 Simulated Wood Corbels | 15 Battered Wing Wall |
| 5 Stucco Recess/Reveal | 16 Fiberglass Decorative Front Door |
| 6 Decorative Stucco Eave | 17 Vinyl Windows |
| 7 Decorative Scalloped Stucco Sill Trim | 18 Metal Decorative Sectional Garage Door |
| 8 Decorative Simulated Wood Corbel | 19 Decorative Exterior Lights & Address |
| 9 Fiber Cement Trim at Bay Window | 20 Metal Utility Door |
| 10 Fiber Cement Bd. Panel | |
| 11 Stucco Arch | |



Right Elevation



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5-PLEX BUILDING
STYLE B

A3.3



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REC BUILDING
FRONT ELEVATION

A5.0



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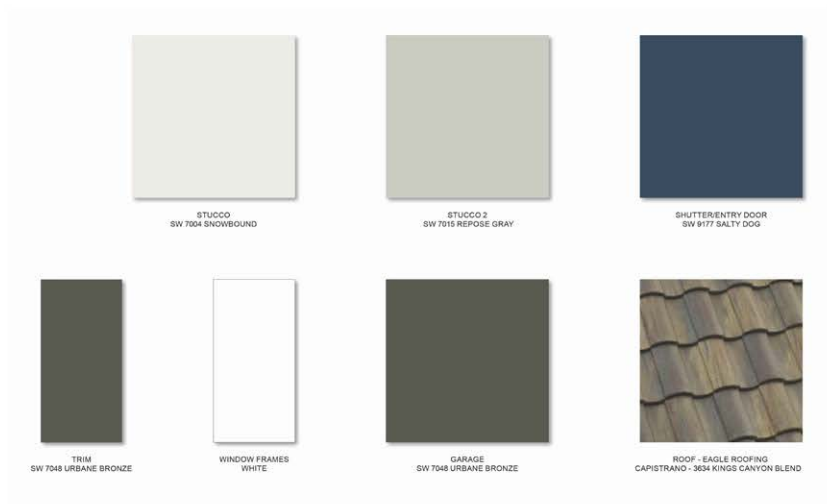
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REC BUILDING
PERSPECTIVES

A5.1



COLOR SCHEME 2



COLOR SCHEME 1



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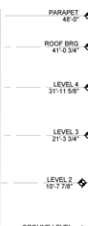
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COLOR BOARD

A6.0

APPENDIX B | CONCEPTUAL ELEVATIONS - MULTI-FAMILY APARTMENTS



WEST ELEVATION
302' x 1-0"



FX
ARCHITECTURE

2555 Temple Trail
Winter Park, FL 32789
(407) 429-0293
www.fxdesigngroup.com
FL UCB#-06 0000997

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SPARROW
PARTNERS

- B 1. NOT USED
- 2. DRYER/BATHROOM EXHAUST VENT
- 3. FLOOR CEMENT TRIM
- 4. ELECTROCHROMIC ROOF MEMBRANE OVER SPRAYED POLY GLASS
- 5. ALUMINUM GUTTER
- 6. ALUMINUM DOWNSPOUT - PREFRIGED
- 7. WARD CLOSET ORNAMENTAL BRACKET - SEE C74B-3
- 8. STUCCO FINISH
- 9. STUCCO REVEAL / CONTROL JOINT
- 10. CORNER FOAM TRIM
- 11. STONE VENEER
- 12. STONE STONE
- 13. WINDOW SYSTEM - SEE SCHEDULE
- 14. WALL MOUNTED 1/2 DOWEL TIE WITH STAIN
- 15. ALUMINUM STOREFRONT DIVIDER
- 16. BALCONY PARTITION
- 17. ALUMINUM RAIL - 4" H (TYP)
- 18. METAL GUARD RAIL - 8" H AT SITE ACCESS
- 19. SIGN - SEE SCHEDULE
- C 20. BUILDING FIRE SIGN - TO BE LOCATED ON FRONT OF BUILDING ONLY (SEE SITE PLAN FOR BUILDING ORIENTATION)
- 21. LIGHT FIXTURE - ELECTRICAL
- 22. MECHANICAL UNIT DISCHARGE - SEE MECHANICAL
- 23. LAUNDRY / BATHROOM EXHAUST VENTS
- 24. ACC CONDENSING UNIT - SEE MECHANICAL
- 25. MECHANICAL UNIT DISCHARGE - SEE MECHANICAL
- 26. FIRE DEPARTMENT CONNECTION
- 27. EXHAUSTED / UNTESTED FIRE EXTINGUISHER CAB W/ EXTINGUISHER
- 28. FIRE MANUFACTURED COPING
- 29. FIBER CEMENT CORNER

- ALL ROOM MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WALLS EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT.
- SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND MOUNTED MECHANICAL EQUIPMENT.
- ANY ROOF ACCESS LADDERS SHALL BE LOCATED INSIDE THE BUILDING. ROOF DRAINAGE SHALL UTILIZE INTERIOR ROOF DRAINAGE AND BE ADOPTED TO THE BUILDING DESIGN. THE BUILDING DESIGN ARCHITECTUALLY INTEGRATED ROOF DRAINAGE SHALL REQUIRE ADDITIONAL ARTICULATION BEYOND PAINT ACCENTS. SECTIONS 35-1902 (B)(2)(I), ZONING CODE.
- SCREENINGS SHALL BE ARCHITECTUALLY INTEGRATED FOR ALL ROOF EXITS. SCREENINGS SHALL BE FULLY PLATE UP.
- ALL GROUND MOUNTED EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW BY A CONCRETE OR MASONRY WALL WITH SOLID SURFACES TO, OR GREATER IN HEIGHT OF THE MECHANICAL EQUIPMENT. SECTIONS 35-1902 (B)(2)(I), ZONING CODE.
- SIGNS REQUIRE SEPARATE PERMITS.

[illegible]

AVONDALE

AVONDALE, ARIZONA

Drawn: _____

Checked: _____

Approval: _____

Date: _____ 12/18/2006

Project #: _____

A9.01





- 1 DRYED UNBURNED EXHAUST VENT
- 2 FIBER CEMENT TRIM
- 3 ELECTROMAGNETIC ROOF MEMBRANE OVER SHYATED P/CE
- 4 FLOAM
- 5 ALUMINUM OUTLET - PREFINISHED
- 6 ALUMINUM CORNSPOUT - PREFINISHED
- 7 ALUMINUM ORNAMENTAL BRACKET - SEE GRAF
- 8 STUCCO FINISH
- 9 STUCCO REVEAL / CONTROL JOINT
- 10 HAND COAT FORM TRIM
- 11 STONE VENEER
- 12 HANGING TRIM
- 13 WINDOW SYSTEM - SEE SCHEDULE
- 14 WALL MOUNTED CO'S TONGUE DRAIN
- 15 WALL MOUNTED CORNSPOUT
- 16 SALT CRACK
- 17 GALVALUM GUARD - 48" x 12" (TYP)
- 18 METAL GUARD RAIL - 48" BY AT GROUND
- 19 ALUMINUM GUARD RAIL - 48" BY AT GROUND
- 20 BUILDING FIRE SILENCE TO LOCATIONS ON FRONT OF BUILDING (SEE SITE PLAN FOR BUILDING CORNER)
- 21 LIGHT FORTURE - SEE ELECTRICAL
- 22 LIGHT FORTURE - SEE ELECTRICAL
- 23 LAUNDRY / BATHROOM EXHAUST VENT
- 24 AIR CONDENSING UNIT - SEE MECHANICAL
- 25 EXHAUST FAN / DISCHARGE - SEE MECHANICAL
- 26 FIRE PARTMENT CONNECTION
- 27 EXHAUST MOUNTED FIRE EXTINGUISHING GAS R/N EXTINGUISHER
- 28 EXHAUST MOUNTED FIRE EXTINGUISHING GAS R/N EXTINGUISHER
- 29 FIBER CEMENT PANEL

ELEVATION NOTES:

D • ALL ROOF MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WALLS EQUAL TO, OR GREATER THAN, THE EQUIPMENT'S HEIGHT.

• ANY ROOF ACCESS LADDERS SHALL BE LOCATED INSIDE

PAINT ACCENTS. SECTION 35-1902 (B)(5). ZONING CODE

EQUIPMENT, SECTION 35-1902 (B)(3)(X13), ZONING CODE.

— 100 —

COURTYARD 1

COURTYARD 2

KEY PLAN

ISSUE HISTORY		
No.	Date	Description

G			
REVISION HISTORY			

H			
---	--	--	--

AVONDALE, ARIZONA

Checked:	Cl
Approval:	Ap

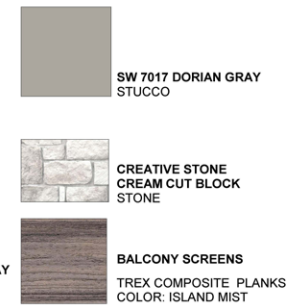
72



**SW 7631 CITY LOFT
STUCCO**

**SW 7020 BLACK FO
METAL AND RAILING**

**SW 7019 GAUNLET
TRIM - FASCIA - F. C.
PANELI - GLITTERS**





SOUTH VIEW



CLUBHOUSE VIEW



CLUBHOUSE VIEW

COLOR / MATERIAL LEGEND



SW 7631 CITY LOFT
STUCCO



SW 7017 DORIAN GRAY
STUCCO



SW 7020 BLACK FOX
METAL AND RAILING



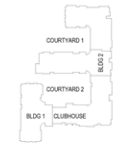
CREATIVE STONE
CREAM CUT BLOCK
STONE



SW 7019 GAUNTLET GRAY
TRIM - FASCIA - F.C.
PANEL - GUTTERS



BALCONY SCREENS
TREX COMPOSITE PLANKS
COLOR: ISLAND MIST



KEY PLAN

ISSUE HISTORY

No.	Date	Description
1	11/07/2022	SCHEMATIC DESIGN 100%

REVISION HISTORY

No.	Date	Description

AVONDALE

AVONDALE, ARIZONA

Drawn:	Author:
Checked:	Checker:
Approved:	Approver:
Date:	12/16/2020
Project #:	566a

PERSPECTIVE

A9.05

THE DISTRICT AT CRYSTAL SPRINGS

PLANNED AREA DEVELOPMENT



NORRIS DESIGN
Planning | Landscape Architecture | Branding

District at Crystal Springs PUD
Summary of Neighborhood Meeting #1
February 1, 2023 at 6:00 pm
Case No. PL-22-0217



February 1, 2023, Neighborhood Meeting #1
District at Crystal Springs PUD

PL-22-0217

The neighborhood meeting opened to the public at 6:00 PM in the Sonoran Conference Room at Avondale City Hall. The development team was present to answer questions about the proposed development as well as one member of City staff, Michelle Simerdla. A summary of these participants is provided in Appendix A to this Summary.

No residents or property owners attended the neighborhood meeting. All members of the development team were present until approximately 6:45 PM when the meeting ended.

Appendix A: List of Participants

Development Team	
Carolyn Oberholtzer	Bergin, Frakes, Smalley & Oberholtzer
Lauren Trobaugh	Bergin, Frakes, Smalley & Oberholtzer
Mitchell Willard	Bergin, Frakes, Smalley & Oberholtzer
Justin Westfall	Fifield Companies
Kevin Farrell	Fifield Companies
Jennifer Myers	Norris Design
Edmund Ball	Encompass Health
Kim Steward	Encompass Health
Ashley McGrane	Encompass Health
Bryan Wright	Kimley Horn
Patrick Healy	Kimely Horn
Chuck Wright	Kimley Horn
Cade Hill	Sparrow Partners
Mitchell Clouse	Sparrow Partners
Mari Lederman	JLL
Robert McGeorge	MCR Companies
Craig Smith	KSE Design Group
Avondale City Staff	
Michelle Simerdla	Senior Planner

Neighborhood Meeting Sign-In Sheet

The District at Crystal Springs PAD

Case No. PL-22-0071

Neighborhood Meeting – Wednesday February 1, 2023

City of Avondale

11465 W. Civic Center Drive Suite 280

Avondale AZ, 85323

Name	Address	City & Zip Code	Phone/E-Mail
Carolyn Oberholtzer	4343 E. Camelback Rd	Phoenix 85018	602-888-7860
Edmund Ball	ENCOMPASS HEALTH		
Kira STEWARD	ENCOMPASS HEALTH		
ASHLEY McGRATH	ENCOMPASS HEALTH		
MARI LEDERMAN	JLL		
PATRICK HEALY	KIMLEY HORN		
Robert McGeorgy	mcr Companies	85340	602-339-6147

Neighborhood Meeting Sign-In Sheet

The District at Crystal Springs PAD

Case No. PL-22-0071

Neighborhood Meeting – Wednesday February 1, 2023

City of Avondale

11465 W. Civic Center Drive Suite 280

Avondale AZ, 85323

[illegible]

Neighborhood Meeting Sign-In Sheet

The District at Crystal Springs PAD

Case No. PL-22-0071

Neighborhood Meeting – Wednesday February 1, 2023

City of Avondale

11465 W. Civic Center Drive Suite 280

Avondale AZ, 85323

[illegible]



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for The District at Crystal Springs PAD has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: The District at Crystal Springs PAD Project Manager: Carolyn Oberholtzer
 Request: PAD rezone Acreage/Parcel Size: Approx 45 acres
 Current Density Allowed: 22 DU/AC Density Proposed: 20 DU/AC
 Total number of residential units proposed: 440 units non-age restricted

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes ☐ No ☒

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed?

Yes ☐ No ☒

If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes ☐ No ☒

If answered yes, please explain below:

The district estimates a one time capital cost of \$2 million
for approximately 5 classrooms with an ongoing operational
cost to adding estimated students of \$370K.

****If additional writing space is needed, please attach pages to this form****

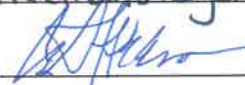
Date Reviewed: 9-16-2022

School District: Littleton ESD #65

District Superintendent: Dr. Roger Freeman

Phone #: 623 478 5611

E-mail: freeman.roger@littleton7.org

Signature: 

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meeting

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010

www.avondale.org/developmentservices

**CERTIFICATE OF ADEQUATE
SCHOOL FACILITIES**

An application for The District at Crystal Springs PAD has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: The District at Crystal Springs PAD Project Manager: Carolyn Oberholtzer
Request: PAD rezone Acreage/Parcel Size: Approx 45 acres
Current Density Allowed: 22 DU/AC Density Proposed: 20 DU/AC
Total number of residential units proposed: 440 units non-age restricted

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes X No

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed? Yes No X
If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes No

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: **September 7, 2022**

School District: **Tolleson Union High School District #214**

District Superintendent: **Nora Gutierrez**

Phone #: **623-478-4001**

E-mail: nora.gutierrez@tuhsd.org

Signature: Nora Gutierrez

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meeting



The plan is conceptual and subject to change.

THE DISTRICT AT CRYSTAL SPRINGS | CONCEPTUAL SITE PLAN

03/02/2023



ORDINANCE NO. 2043-0623

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY $\pm$ 49.38 ACRES GENERALLY LOCATED AT THE SOUTHWEST CORNER OF MCDOWELL ROAD AND AVONDALE BOULEVARD, AS SHOWN IN APPLICATION PL-22-0217, AND REZONING SUCH PROPERTY FROM CRYSTAL SPRINGS PLANNED AREA DEVELOPMENT (PAD) TO THE DISTRICT AT CRYSTAL SPRINGS PLANNED AREA DEVELOPMENT (PAD).

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”), pursuant to ARIZ. REV. STAT. § 9-462.04, to change the zoning description for $\pm$ 49.38 acres generally located at the southwest corner of McDowell Road and Avondale Boulevard, including the half street right of way of Avondale Boulevard, 117th Avenue, and McDowell Road, as shown in application PL-22-0217, from Crystal Springs Planned Area Development (PAD) to The District at Crystal Springs Planned Area Development (PAD) (the “Zoning Atlas Amendment”); and

WHEREAS, all due and proper notices of the public hearings on the Zoning Atlas Amendment held by the City of Avondale Planning Commission (the “Commission”) and by the City Council were given in the time, form and substance provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, on May 17, 2023, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing the Commission recommended approval; and

WHEREAS, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on June 26, 2023; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the City Council has considered the individual property rights and personal liberties of the residents of the City before adopting this Ordinance; and

WHEREAS, the City Council has considered the probable impact of the Zoning Atlas Amendment on the cost to construct housing for sale or rent and finds that the proposed Zoning Atlas Amendment will have no probable impact on the cost to construct housing for sale or rent.

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

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

SECTION 2. The Zoning Atlas Amendment, is hereby approved, for $\pm$ 49.38 acres generally located at the southwest corner of McDowell Road and Avondale Boulevard including the half street right of way of Avondale Boulevard, 117th Avenue, and McDowell Road, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. Development shall generally conform to The District at Crystal Springs PAD Narrative electronically date stamped May 4, 2023, and the conceptual site plan electronically date stamped March 14, 2023, except as modified by these conditions.

2. The following improvements are based on the parcels shown on Exhibit 5 in The PAD Narrative.

(a) The project's developer is responsible for the installation of the northeast corner traffic signal pole and mast arm at the signalized intersection that Avondale Commons will construct.

(b) As the City estimates that the traffic signal warrants will be met at the 117th Avenue and McDowell Road intersection by the build-out of Parcel E, the developer shall install the traffic signal as part of McDowell Road half-street improvements by receiving 50 percent of signal installation cost from the City or developer pay an in-lieu fee equivalent to 50 percent of the signal installation cost to the city for it to construct the signal.

(c) McDowell Road roadway improvements, including landscaping from 117th Avenue to Avondale Boulevard, shall be completed prior to any Certificate of Occupancy issued to Parcel A (apartments) or Parcel E (townhomes).

3. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (58-108803.0001) prior to issuance of any construction permits for any portion of the project. Partial extinguishment will be permitted to allow farming to continue on portions of the site not being developed.

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

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
June 26, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2043-0623

[Legal Description and Map]

See following pages.

EXHIBIT A
LEGAL DESCRIPTION

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

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1 FROM WHENCE THE NORTH QUARTER CORNER LIES SOUTH 89 DEGREES 22 MINUTES 41 SECONDS WEST, A DISTANCE OF 2654.42 FEET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, SOUTH 0 DEGREES 2 MINUTES 35 SECONDS EAST, A DISTANCE OF 1,217.30 FEET;

THENCE DEPARTING SAID LINE, SOUTH 72 DEGREES 12 MINUTES 1 SECOND WEST, A DISTANCE OF 80.85 FEET, TO A POINT COINCIDENT WITH THE SOUTHEAST CORNER OF LOT 2 OF A MINOR LAND DIVISION FOR SUN VALLEY ACADEMY ON FILE AT THE OFFICE OF THE MARICOPA COUNTY ARIZONA RECORDER, IN BOOK 1560, PAGE 9;

THENCE ALONG THE SOUTH LINE OF SAID LOT 2, SOUTH 72 DEGREES 12 MINUTES 1 SECOND WEST, A DISTANCE OF 1,039.19 FEET;

THENCE CONTINUE ALONG SAID LINE, SOUTH 78 DEGREES 10 MINUTES 34 SECONDS WEST, A DISTANCE OF 248.70 FEET TO A POINT COINCIDENT WITH THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE ALONG THE WEST LINE OF SAID LOT 2, NORTH 0 DEGREES 26 MINUTES 50 SECONDS EAST, A DISTANCE OF 699.98 FEET;

THENCE ALONG THE SOUTH LINE OF SAID LOT 2, NORTH 77 DEGREES 42 MINUTES 22 SECONDS WEST, A DISTANCE OF 482.64 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 74 DEGREES 37 MINUTES 3 SECONDS EAST, A RADIAL DISTANCE OF 710.00 FEET, SAID POINT ALSO BEING COINCIDENT WITH THE MONUMENT LINE OF NORTH 117TH AVENUE ACCORDING TO A FINAL PLAT OF CHRYSTAL SPRINGS APARTMENTS PHASE II, ON FILE AT THE OFFICE OF THE MARICOPA COUNTY ARIZONA RECORDER IN BOOK 592, PAGE 11;

THENCE NORTHERLY ALONG SAID MONUMENT LINE AND THE ARC OF THE CURVE, THROUGH A CENTRAL ANGLE OF 4 DEGREES 3 MINUTES 6 SECONDS, A DISTANCE OF 50.21 FEET;

THENCE CONTINUE ALONG SAID LINE, NORTH 19 DEGREES 26 MINUTES 3 SECONDS EAST, A DISTANCE OF 129.78 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 70 DEGREES 36 MINUTES 16 SECONDS WEST, A RADIAL DISTANCE OF 690.00 FEET;

THENCE NORTHERLY ALONG SAID LINE AND THE ARC OF THE CURVE, THROUGH A CENTRAL ANGLE OF 20 DEGREES 01 MINUTE 31 SECONDS, A DISTANCE OF 241.16 FEET;

THENCE CONTINUE ALONG SAID LINE, NORTH 0 DEGREES 37 MINUTES 47 SECONDS WEST, A DISTANCE OF 382.68 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1;

THENCE ALONG SAID LINE, NORTH 89 DEGREES 22 MINUTES 41 SECONDS EAST, A DISTANCE OF 1,682.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,185,968.40 SQUARE FEET OR 50.1829 ACRES, MORE OR LESS.

END OF DESCRIPTION.



EXHIBIT B

LOT 2 OF SUN VALLEY ACADEMY – FOR REZONING PURPOSES
SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST

NORTH QUARTER CORNER
SEC 1, T1N, R1W
FOUND 3" BRASS CAP
IN HANDHOLE NO ID
POINT OF COMMENCEMENT

NORTHEAST CORNER
SEC 1, T1N, R1W
FOUND 3" BRASS
CAP IN HANDHOLE

WEST MCDOWELL ROAD

N89°22'41"E

2654.42'

972.39'

1682.03'

POINT OF BEGINNING

MONUMENT LINE OF
NORTH 117TH AVE
PER BK 592, PG 11

PARCEL 2
2185968.40 SQ FT
50.1829 ACRES

TEMPORARY CONSTRUCTION
EASEMENT PER DKT 14706,
PG 33, AND DKT 13207,
PG 1405, MCR.

N77°42'22"W
482.64'

N00°26'50"E
699.98'

N72°12'01"E 1039.19'
S72°12'01"W 80.85'

S78°10'34"W
248.70'

NORTH LINE OF THE PAPAGO
FREEWAY PER DKT 14706,
PG 33, AND DKT 16182, PG
498, MCR.



NOT TO SCALE

EAST QUARTER CORNER
SEC 1 T1N R1W
FOUND 3" BRASS CAP
IN HANDHOLE NO ID

SEE SHEET 2 FOR
LEGEND AND TABLES

SHEET 1 OF 2
DATE: FEBRUARY 28, 2023

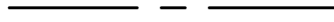
HARVEY LAND SURVEYING, INC.
PO BOX 10772
CASA GRANDE, ARIZONA 85130
(520) 876-4786

EXHIBIT B
LOT 2 OF SUN VALLEY ACADEMY—FOR REZONING PURPOSES
SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	129.78'	N19°26'03"E
L2	382.68'	N00°37'47"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	50.21'	710.00	004°03'06"
C2	241.16'	690.00	020°01'31"

LEGEND

	SECTION LINE
	MONUMENT LINE
	PROPERTY LINE
	OTHERS PROPERTY LINE
	EASEMENT
	BRASS CAP IN HANDHOLE
	BRASS CAP (AS NOTED)



SEE SHEET 1 FOR
EXHIBIT

SHEET 2 OF 2
DATE: FEBRUARY 28, 2023

HARVEY LAND SURVEYING, INC.
PO BOX 10772
CASA GRANDE, ARIZONA 85130
(520) 876-4786

CITY COUNCIL REPORT

SUBJECT: Resolution 1041-0623 - Setting the Fiscal Year 2024 Primary and Secondary Property Tax

MEETING DATE: 6/26/2023

TO: Mayor and Council

FROM: Renee Weatherless, Finance & Budget Director

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

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

STRATEGIC PLAN:

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

PURPOSE:

City Council will consider a request to adopt Resolution 1041-0623, setting the primary and secondary property tax levy for the fiscal year ending June 30, 2024 and authorize the Mayor, City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

As required by City Charter, Article VI, Section 6 and A.R.S. §42-17151, the Council must fix, levy and assess the amount to be raised by property taxes as proposed in the annual budget by the third Monday in August. In compliance with A.R.S. §42-17104, a public hearing was held on June 5, 2023 to solicit public input on the final budget and proposed tax levy. The City has also complied with all Truth in Taxation requirements of A.R.S. §42-17107 by publishing the Truth in Taxation notice in the May 19th and May 26th editions of the Arizona Republic. In addition, the notice of tax and fee increases for the FY2024 budget was posted prominently on the City's website sixty days prior to the public hearing as required by A.R.S. § 9-499-15.

DISCUSSION:

Based on the amounts presented in the final adopted budget, the City will levy the maximum allowable primary property tax levy for the fiscal year ending June 30, 2024. The primary property tax levy will be utilized to fund general government operations as allowed by State Law. The maximum primary property tax levy is \$3,736,624. Based on the assessed valuation provided by Maricopa County, the primary property tax rate is \$0.6373 per \$100 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation.

The secondary tax levy will be utilized for the retirement of principal and payment of interest on general obligation bonds of the City as allowed by State Law. The secondary property tax levy is fixed at \$4,811,641. The secondary property tax rate is \$0.8222 per \$100 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation.

The total estimate tax rate for FY2024 is \$1.4595 per \$100 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation. The total tax levy is \$8,548,265.

BUDGET IMPACT:

The primary and secondary tax levies provide necessary resources needed to fund operations and pay debt service. The adoption of the primary and secondary tax levies is the final step in adopting the FY2024 budget.

RECOMMENDATION:

Staff is requesting that Council adopt a resolution setting the primary property tax levy in the amount of \$3,736,624 and the secondary property tax levy in the amount of \$4,811,641 the fiscal year ending June 30, 2024.

Contact person for document distribution:

RESOLUTION NO. 1041-0623

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF AVONDALE SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH \$100.00 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS; AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING JUNE 30, 2024; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Council of the City of Avondale (the “City Council”) is required by ARIZ. REV. STAT. §§ 42-17151 and 42-17253 to adopt, by resolution, an annual tax levy based upon the rate to be assessed per each \$100.00 of valuation of property within the corporate limits of the City of Avondale (the “City”); and

WHEREAS, the property taxpayers of the City have been notified of an increase in the primary property tax levy as required by ARIZ. REV. STAT. § 42-17107; and

WHEREAS, by the provisions of State Law, the resolution levying taxes for fiscal year 2023-2024 is required to be finally adopted on or before the third Monday in August and not less than 14 days after a hearing thereon; and

WHEREAS, the required hearing was held and the City’s annual budget was adopted by Resolution No. 1034-0623 at a meeting of the City Council held on June 5, 2023, at least 14 days prior to adoption of this Resolution No. 1041-0623; and

WHEREAS, Maricopa County is the assessing and collecting authority for the City.

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. There is hereby levied on each \$100.00 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a primary property tax rate of \$0.6373 (or such other amount as deemed necessary by the Maricopa County Treasurer to be sufficient to raise the sum of \$3,736,624), the maximum levy allowed by law for the fiscal year ending on June 30, 2024.

SECTION 3. In addition to the rate set in Section 2 hereof, there is hereby levied on each \$100.00 of assessed valuation of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a secondary property tax rate of \$0.8222 (or such other amount as deemed necessary by the Maricopa County Treasurer to be sufficient to raise the sum of \$4,811,641) for the purpose of providing bond interest and

redemption funds for General Obligation Bond debt service for the fiscal year ending June 30, 2024.

SECTION 4. Failure by the officials of Maricopa County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment or sale by which the collection of the same may be enforced shall not affect the lien of the City upon such property for the delinquent taxes unpaid thereon, and no overcharge as to part of the taxes or of costs shall invalidate any proceedings for the collection of taxes or the foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 5. The City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Maricopa County Board of Supervisors.

SECTION 6. If any provision of this Resolution is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 7. 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, June 26, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

SUBJECT: Ordinance 2044-0623 - Avondale City Code Amendment, Chapter 23; Relating to the Parking of Trucks and Trailers

MEETING DATE: 6/26/2023

TO: Mayor and Council

FROM: Dale Nannenga, Public Safety Chief

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

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

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 2044-0623, amending Avondale City Code Chapter 23, Relating to the Parking of Trucks and Trailers 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 April 17, 2023, Staff presented an update on the parking status of trucks and trailers within the City of Avondale. As discussed, the last significant revision to Chapter 23 was in 2007, when the ordinance added additional restrictions, including the parking of trucks, semi-trailers, and other large vehicles in any parking lot of any retail, industrial, office, or commercial establishment.

Since 2007, there have been two amendments to Section 23-62 which allowed for 1) tow vehicles under contract with the city to park on residential streets with a permit and 2) allowed for the city manager to suspend enforcement of the ordinance during designated special events.

DISCUSSION:

As presented, the revised amendments will make changes and modifications to the ordinances by easing regulations while still minimizing sound levels for communities and offering flexibility while at the same time not creating a burden for Avondale businesses.

Amendments to Chapter 23-62 of the ordinance include:

- The chapter name was changed to "Oversize Vehicles and Trailers."
- Removes the No Parking signage requirement and restriction on parking at retail, industrial, office, or commercial establishments.

- Creates a permitting system for oversized vehicles near hotels or motels. Businesses will make a written application to the Chief of Police, who will work with the City Engineer to determine the location and number of designated authorized spaces. Permits are only for hotel/motel guests and creates an appeal process if the request is denied.
- Defines the restrictions on parking of trailers on any city street, alley, or right of way when permitted by ordinance.

Chapter 23-62 of the ordinance will maintain the following:

- No parking of oversized vehicles or trailers on city streets unless otherwise permitted.
- No idling of oversized vehicles (14,000 GVW) within the city limits.
- No overnight parking for the purpose of temporary or permanent habitation.

BUDGET IMPACT:

There is no impact on the budget.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance, approving the proposed changes to the Avondale City Code Chapter 23; Relating to the Parking of Oversized Vehicles (Trucks) and Trailers, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Dale Nannenga and Memo Espinoza

ORDINANCE NO. 2044-0623

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 23 (TRAFFIC), ARTICLE III (STOPPING, STANDING OR PARKING), SECTION 23-62 (PARKING OF TRUCKS AND TRAILERS) RELATING TO THE PARKING OF OVERSIZED VEHICLES AND TRAILERS.

SECTION 1. The Avondale City Code, Chapter 23 (Traffic), Article III (Stopping, Standing or Parking), Section 23-62 (Parking of Trucks and Trailers) is hereby amended to read as follows:

Section 23-62 Parking of ~~trucks~~ OVERSIZED VEHICLES and Trailers.

(a) Except as specifically set forth below, no person shall stand or park a AN "OVERSIZED VEHICLE"; MEANING a vehicle having both (i) a gross vehicle weight rating in excess of ten thousand (10,000) pounds and (ii) exceeding one (1) ton chassis rating, or a tractor, semi-trailer, trailer, bus, mobile home, recreational vehicle, farm implement, livestock trailer or similar equipment on a ANY public street, ~~or in a parking lot of any retail, industrial, office, commercial establishment~~ ALLEY, OR OTHER RIGHT OF WAY, UNLESS OTHERWISE PERMITTED BY THIS SECTION.

~~(b) — The restrictions set forth in subsection (a) of this section shall not apply to school buses parked on school grounds, vehicles listed above held for sale at a licensed commercial dealership, municipal operations vehicles on municipal property, vehicles parked in a fenced parking area owned and operated by a trucking company, vehicles lawfully parked at truck stops, vehicles parked in private or public tow lots and towing vehicles parked at the residence of a towing company employee who is required to respond to incidents after typical business hours pursuant to an agreement with the city; provided, however, that such parking shall be limited to (1) one (1) tow vehicle per company under contract with the city and (2) the hours the employee is required to respond. Notwithstanding the foregoing, towing vehicles shall not be permitted to park in any area designated as a residential no parking area pursuant to section 23-64 of this article.~~

(B) NOTWITHSTANDING SUBSECTION A, THE CHIEF OF POLICE OR THEIR DESIGNEE, UPON APPLICATION IN WRITING AND GOOD CAUSE BEING SHOWN THEREFOR, MAY AUTHORIZE THE ESTABLISHMENT OF "OVERSIZED VEHICLE PARKING AREAS" ON PUBLIC STREETS IN THE VICINITY HOTELS OR MOTELS WITHIN THE CITY IN WHICH AREAS THE RESTRICTIONS OF SUBSECTION (A) OF THIS SECTION SHALL NOT APPLY.

(1) VEHICLES SUBJECT TO SUBSECTION (A) OF THIS SECTION MAY PARK IN APPROVED OVERSIZED VEHICLE PARKING AREAS, PROVIDED THAT:

(A) THE OPERATORS OF SAID VEHICLES ARE REGISTERED GUESTS OF THE HOTEL OR MOTEL AND ARE STAYING OVERNIGHT;

(B) SAID VEHICLES ARE PARKED WITHIN THE LINES OF A DESIGNATED PARKING SPACE CLEARLY MARKED AND POSTED FOR VEHICLES DISPLAYING A VALID OVERSIZED VEHICLE PARKING PERMIT; AND

(C) SAID VEHICLES CONSPICUOUSLY DISPLAY A VALID OVERSIZED VEHICLE PARKING PERMIT ISSUED BY THE CITY WHILE PARKED IN A DESIGNATED PARKING SPACE.

(2) TO ESTABLISH AN OVERSIZED VEHICLE PARKING AREA PURSUANT TO THIS SUBSECTION, A WRITTEN REQUEST MUST BE MADE TO THE CHIEF OF POLICE, OR THEIR DESIGNEE, IN WHICH THE APPLICANT MUST:

(A) IDENTIFY THE SPECIFIC PROPERTY FOR WHICH THE REQUEST IS BEING MADE;

(B) PROVIDE A DETAILED SITE PLAN FOR THE AREA SHOWING DIMENSIONS IN WHICH AN OVERSIZED VEHICLE PARKING AREA IS BEING REQUESTED;

(C) IDENTIFY THE NUMBER OF DESIGNATED PARKING SPACES AND THE MAXIMUM NUMBER OF OVERSIZED VEHICLES THE PROPOSED AREA WILL ACCOMMODATE; AND

(D) PROVIDE ANY OTHER INFORMATION RELEVANT TO THE REQUEST.

(3) WITHIN 30 DAYS OF SUBMISSION OF AN APPLICATION, CHIEF OF POLICE OR THEIR DESIGNEE MAY APPROVE, DENY, OR IMPOSE CONDITIONS UPON AN APPROVAL OF AN REQUEST. APPROVAL, DENIAL, OR CONDITIONING OF REQUESTS FOR OVERSIZED VEHICLE PARKING AREAS SHALL BE BASED UPON:

(A) THE PURPOSE AND JUSTIFICATION FOR AN OVERSIZED VEHICLE PARKING AREA AS STATED IN THE REQUEST;

(B) THE LOCATION OF THE PROPERTY AND PROPOSED OVERSIZED VEHICLE PARKING AREA IN RELATIONSHIP TO EXISTING, AND PROPOSED AND POTENTIAL USES IN THE AREA; AND

(C) THE ABILITY TO REASONABLY ACCOMMODATE OVERSIZED VEHICLE PARKING AND MANEUVERING ON THE SITE; AND OTHER FACTORS AFFECTING ON-SITE CIRCULATION AND OFF-SITE IMPACT.

(4) UPON APPROVAL OF AN OVERSIZED VEHICLE PARKING AREA, THE CHIEF OF POLICE OR THEIR DESIGNEE, IN CONJUNCTION WITH THE CITY ENGINEER, SHALL PROVIDE THE APPLICANT WITH A NUMBER OF OVERSIZED VEHICLE PARKING PERMITS EQUAL TO THE APPROVED DESIGNATED PARKING SPACES IN THE OVERSIZED VEHICLE PARKING AREA.

(5) APPEALS.

(A) AN APPLICANT OR PERMITTEE THAT HAS BEEN DENIED AN OVERSIZED VEHICLE PARKING AREA OR WHOSE OVERSIZED VEHICLE PARKING AREA HAS BEEN REVOKED OR SUSPENDED MAY APPEAL SUCH DECISION TO THE CITY MANAGER OR THEIR DESIGNEE. THE APPEAL SHALL BE REQUESTED WITHIN FIFTEEN (15) DAYS FROM THE DATE ON WHICH SUCH PERSON IS GIVEN NOTICE OF THE DETERMINATION FROM WHICH THE APPEAL IS TAKEN. THE REQUEST SHALL BE IN WRITING, SHALL BE FILED WITH THE CITY CLERK AND SHALL SET FORTH SPECIFICALLY THE GROUNDS FOR SUCH APPEAL.

(B) THE CITY MANAGER OR THEIR DESIGNEE SHALL SET A HEARING DATE FOR REVIEW OF THE APPEAL WITHIN THIRTY (30) CALENDAR DAYS OF THE RECEIPT OF NOTICE OF APPEAL. THE CITY MANAGER OR THEIR DESIGNEE SHALL TAKE TESTIMONY FROM ALL PARTIES TO THE APPEAL. THE HEARING SHALL BE INFORMAL AND THE RULES OF EVIDENCE SHALL NOT APPLY. A DECISION SHALL BE RENDERED WITHIN FIFTEEN (15) CALENDAR DAYS OF THE HEARING AND THE FINDINGS OF THE HEARING AND DECISION SHALL BE MAILED TO ALL PARTIES TO THE APPEAL.

(6) ANY OVERSIZED VEHICLE PARKING AREA ESTABLISHED BY THIS SUBSECTION, AND ANY OVERSIZED VEHICLE PARKING PERMITS ISSUED BY THE CITY, SHALL BE VALID FOR ONE YEAR FROM APPROVAL, UNLESS SUSPENDED OR REVOKED PURSUANT TO THIS SUBSECTION OR OTHERWISE EXTENDED BY THE CHIEF OF POLICE IN WRITING.

(7) THE CHIEF OF POLICE IS AUTHORIZED TO SUSPEND AN OVERSIZED VEHICLE PARKING AREA, AND REVOKE ANY OVERSIZED VEHICLE PARKING PERMITS ASSOCIATED THEREWITH, FOR VIOLATIONS OF THIS SECTION.

(c) The overnight parking of any vehicle for the purpose of temporary or permanent habitation is prohibited.

~~(d) — From and after July 1, 2007, owners of a parking lot of any retail, industrial, office or commercial establishment shall post signs on such property stating: "No parking for vehicles exceeding 10,000 lbs. according to Avondale Municipal Code, Section 23-62."~~

(D) NOTHING WITHIN THIS SECTION SHALL BE INTERPRETED AS PROHIBITING:

1. POLICE, FIRE, OR EMERGENCY VEHICLE PARKING.
2. PARKING OF COMMERCIAL VEHICLES WHILE LOADING, UNLOADING, OR MAKING A SERVICE CALL, AS LONG AS TRAFFIC FLOW IS UNINTERRUPTED.
3. VEHICLES SPECIFICALLY PERMITTED TO PARK PURSUANT TO STATE OR FEDERAL LAW.
4. A TOWING VEHICLE PARKED AT THE RESIDENCE OF A TOWING COMPANY EMPLOYEE WHO IS REQUIRED TO RESPOND TO INCIDENTS AFTER TYPICAL BUSINESS HOURS PURSUANT TO AN AGREEMENT WITH THE CITY; PROVIDED, HOWEVER, THAT SUCH PARKING SHALL BE LIMITED TO (1) ONE TOW VEHICLE PER COMPANY UNDER CONTRACT WITH THE CITY; AND (2) THE HOURS THE EMPLOYEE IS REQUIRED TO RESPOND.

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(gF) The city manager or his authorized designee may suspend enforcement of this section during designated special events.

(G) IF PERMITTED TO PARK UPON ANY PUBLIC STREET, ALLEY, OR RIGHT OF WAY PURSUANT TO THIS SECTION, A PERSON SHALL NOT PARK ANY TRAILER OR UNLESS THE TRAILER OR SEMI-TRAILER IS, AT ALL TIMES WHILE SO PARKED, ATTACHED TO A VEHICLE CAPABLE OF MOVING THE TRAILER OR SEMI-TRAILER IN A NORMAL MANNER. THIS SECTION SHALL NOT APPLY TO ANY TRAILER OR SEMI-TRAILER WHICH IS DISABLED IN SUCH A MANNER AND TO SUCH AN EXTENT THAT IT IS IMPOSSIBLE TO AVOID STOPPING AND TEMPORARILY LEAVING THE DISABLED TRAILER OR SEMI-TRAILER. A DISABLED TRAILER OR SEMI-TRAILER SHALL NOT BE TEMPORARILY PARKED ALONG ANY PUBLIC STREET, ALLEY, OR RIGHT-OF-WAY FOR MORE THAN 24 HOURS.

SECTION 2. The Avondale City Code, Chapter 23 (Traffic), Article III (Stopping, Standing or Parking), Section 23-64 (Residential Parking) is hereby deleted in its entirety.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. The Mayor, the 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, June 26, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

SUBJECT: Salary Increase for the City Manager, City Attorney, and City Auditor

MEETING DATE: 6/26/2023

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk

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

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

STRATEGIC PLAN:

n/a

PURPOSE:

City Council will consider a request to approve an increase in the salaries of the City Manager, City Attorney, and City Auditor equal to the percentage increase approved for all unrepresented employees. The Council will take appropriate action.

BACKGROUND:

As required by Chapter 2-15 of the City Code, the City Attorney's annual evaluation was held in an Executive Session by the City Council on June 5, 2023.

As required within the employment agreement, the City Auditor's annual evaluation was held in an Executive Session by the City Council on June 5, 2023 and June 26, 2023.

As required within the employment agreement, the City Manager's annual evaluation was held in an Executive Session by the City Council on June 26, 2023.

DISCUSSION:

The approval of this agenda item will be made in accordance with the instructions given by the City Council during the aforementioned evaluations.

BUDGET IMPACT:

Funding for this agenda item is within the Fiscal Year 2024 budget.

RECOMMENDATION:

Staff recommends City Council approve an increase in the salaries of the City Manager, City Attorney, and City Auditor equal to the percentage increase approved for all unrepresented employees. The adjustment includes a cost of living increase of five percent (5%) and a merit increase of three percent (3%).

Contact person for document distribution: n/a