



City of Avondale

City Council Meeting

Monday, December 18, 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 Chamber

11465 West Civic Center Drive

Avondale, AZ 85323

Watch a City Council Meeting Online

Visit the link below to watch a City Council meeting live online:

<https://www.avondaleaz.new.swagit.com/views/540/>

Please note, the live stream will not be monitored by staff; therefore, anyone wishing to address City Council shall appear in person to speak.



City Council Meeting Notice & Agenda Monday, December 18, 2023

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

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 October 23, 2023, November 6, 2023, and November 20, 2023 City Council meeting minutes. The Council will take appropriate action.

b. APPOINTMENTS TO BOARDS AND COMMISSIONS

City Council will consider a request to approve the following appointments to the City's Boards and Commissions as recommended by the City Council Subcommittee on Boards and Commissions with a modification and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

- Ryan Benson as an Alternate Member to the Planning Commission with a partial term to expire on 12/31/2024.
- Margarita Barron as a Regular Member to the Board of Adjustment with a full term to expire on 12/31/2026.
- Al Nunez as a Regular Member to the Sustainability Commission with a full term to expire on 12/31/2026.
- Daniel Smith-Castillo as an Alternate Member to the Sustainability Commission with a partial term to expire on 12/31/2024.
- Eddie James as an Alternate Member to the Neighborhood and Family Services Commission with a partial term to expire on 12/31/2025.

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

City Council will consider a request to: (a) appoint Larry White as the Chair of the Planning Commission and Alisha Meginnis as the Vice Chair of the Planning Commission for the remainder of the 2024 calendar year; and (b) appoint Carolyn Jones as the Chair of the Board of Adjustment and Kenneth Shoaff as the Vice Chair of the Board of Adjustment for the 2024 calendar year and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

d. BUDGET TRANSFER FOR POTENTIAL PURCHASE OF REAL PROPERTY IN THE VICINITY OF DYSART ROAD AND WESTERN AVENUE

City Council will consider a request to approve a budget transfer to create the appropriation of real property in the vicinity of Dysart Road and Western Avenue and authorize Finance and Budget Department staff to execute the necessary documents. The Council will take appropriate action.

e. AUTHORIZATION TO PROCEED WITH ANNEXATION – TOLLESON UNION HIGH SCHOOL DISTRICT – APPLICATION PL-23-0266

City Council will consider a request by Sandy Hayden of HILGARTWILSON, LLC, (on behalf of the property owner Tolleson Union High School District No. 214) to begin the annexation process of approximately 54.73 acres of land located at the southeast corner of Alamar Boulevard and Dysart Road (Assessor Parcel Numbers 500-72-001L and 500-72-001C) and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. THIRD AMENDMENT TO THE FINANCIAL ASSISTANCE AGREEMENT WITH ARIZONA COMPLETE HEALTH (AZCH)

City Council will consider a request to approve the Financial Assistance Agreement with Arizona Complete Health Arizona, Inc. (AzCH) to receive funds for the operation of the Arizona Complete Health Avondale Resource Center for the next (3) three calendar years 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 1081-1223 - INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF GOODYEAR, AND THE MARICOPA COUNTY SHERIFF'S OFFICE FOR THE SHARED MANAGEMENT AND USE OF THE SOUTHWEST FAMILY ADVOCACY CENTER

City Council will consider a request to adopt Resolution 1081-1223 authorizing an Intergovernmental Agreement (IGA) between the partnering agencies of the Southwest Family Advocacy Center that permits the management and the shared use of the Center's facilities to provide services to victims of child physical and sexual abuse 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 1082-1223 - ACCEPTANCE OF A COMMUNITY SERVICE BLOCK GRANT FROM MARICOPA COUNTY

City Council will consider a request to: (a) adopt Resolution 1082-1223, authorizing the acceptance of the Grant in an amount not to exceed \$62,500.00; (b) approve the execution of a subrecipient agreement with Maricopa County relating to acceptance and administration of the Grant; and (c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. RESOLUTION 1083-1223 - GRANT-IN-AID AGREEMENT WITH TOHONO O'ODHAM NATION

City Council will consider a request to: a) adopt Resolution 1083-1223, accepting grant funding from the Tohono O'odham Nation in the amount of \$36,602.10 and authorize and direct staff to take all steps necessary to cause the execution of the Agreement; b) authorize staff to take all steps necessary to carry out the purpose and intent of this Resolution; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. THE DISTRICT AT CRYSTAL SPRINGS FINAL PLAT – APPLICATION PL-23-0032

City Council will consider a request by Mandy Woods of Norris Design, on behalf of the property owner Rob Rosztoczy of Stotz Farms, Inc., for approval of a Final Plat for a site located at the southwest corner of McDowell Road and Avondale Boulevard (APN 500-01-600) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The proposed Final Plat splits an approximately 45.47-acre parcel into five (5) lots, and dedicates right-of-way along McDowell Road and Avondale Boulevard, an 8-foot wide public utility easement (PUE) along McDowell Road and Avondale Boulevard, and a public water easement. The Council will take appropriate action.

4. REGULAR AGENDA

a. PUBLIC HEARING AND RESOLUTION 1084-1223 - ASHLEY FURNITURE – MINOR GENERAL PLAN AMENDMENT – APPLICATION PL-21-0140

City Council will hold a public hearing and consider a request to adopt Resolution 1084-1223, approving a request by Adam Baugh of Withey Morris Baugh PLC, on behalf of the property owner to amend the 2030 General Plan Land Use Map for Ashley Furniture, a proposed office/industrial/retail campus development, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The proposed Minor General Plan Amendment (GPA), if approved, will amend the General Plan 2030 Land Use Map designation from Freeway Commercial, High Intensity Office, and Mixed Use to Business Park on approximately 65.7 net-acres located at the northwest corner of 107th Avenue and Roosevelt Street. The Council will take appropriate action.

b. PUBLIC HEARING AND ORDINANCE 2073-1223 - ASHLEY FURNITURE – REZONING – APPLICATION PL-21-0141

City Council will hold a public hearing and consider a request to adopt Ordinance 2073-1223, approving a request by Adam Baugh of Withey Morris Baugh PLC, on behalf of the property owner to rezone approximately 75.7 gross acres of land located at the northwest corner of Roosevelt Street and 107th Avenue from the Avondale Gateway Center Planned Area Development (PAD) to the Ashley Furniture PAD, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The proposed PAD will allow for office/industrial/retail campus development. There is an accompanying request to change the General Plan land use designation from High Intensity Office, Mixed Use, and Freeway Commercial to Business Park. The Council will take appropriate action.

5. SUMMARY OF CURRENT EVENTS FROM THE MAYOR, VICE MAYOR, AND COUNCIL MEMBERS
(5 minutes)

6. DISCUSSION ITEM(S)

a. COUNCIL BUDGET DISCUSSION

City staff will present an update on the City's financials and seek the Council's feedback on the FY2025 budget. This item is for discussion and feedback only; no Council action will be taken.

7. ADJOURNMENT

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

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

ITEM NUMBER: 3.a.

SUBJECT: Minutes

MEETING DATE: 12/18/2023

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 October 23, 2023, November 6, 2023, and November 20, 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 October 23, 2023, November 6, 2023, and November 20, 2023 City Council meeting minutes.

Contact person for document distribution: Chris Pierson

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
October 23, 2023

A **Special Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 5:30 p.m.

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

Note: Council Member Solorio attended the meeting by telephone.

Members Absent: Mayor Kenn Weise.

Other Municipal Officials Present: Ron Corbin, City Manager; Cherlene Penilla, Assistant City Manager; Tracy Stevens, Assistant City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; 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; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately fifty members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. NEW EMPLOYEE INTRODUCTIONS

The following employees were introduced to City Council. This item was for discussion only.

City Manager's Office

- Dillard Collier, ASU Marvin Andrews Fellow (Intern)
- Alexis Ayala, Administrative Assistant

City Clerk's Office

- Emily Soria, City Clerk Specialist

Information and Technology Department

- Carlos Garcia, Network Analyst
- Abby Schultz, Application Manager

Parks and Recreation Department

- Juan Castillo, Parks Main. Worker
- Leonard Lara, Parks Main. Worker
- Jose Vegara, Parks Main. Worker
- Esteban Fana, Aquatics Main. Coordinator
- Brittany Westlund, Recreation Coordinator
- Ali Modrell, Parks and Recreation Intern
- Laine Secrest, Recreation Programmer
- Victoria Robertson, Librarian II
- Christina Amarillas, Librarian I

Police Department

- Officer Valente Peru
- Officer Berton Van Rens
- Officer Jose Guerra
- Officer Rafael Spindola
- Officer Frank Robles-Gerds
- Gregory Harsha, Support Srvs. Manager

3. PROCLAMATION – DOMESTIC VIOLENCE AWARENESS MONTH

City Council presented a Proclamation recognizing October 2023 as Domestic Violence Awareness Month. This item was for discussion only.

4. BOARD AND COMMISSION RECRUITMENT VIDEO

Marcella Carrillo, City Clerk, presented the newly produced Board & Commission recruitment video. This item was for discussion only.

5. EXCEPTIONAL STUDENT OF AVONDALE RECOGNITION (AVI STAR STUDENT)

City Council recognized the following Avondale students from schools located in Avondale for their character and achievement. This item was for discussion only.

- Alexandra Davis
- Alma Saucedo
- Tanner Gillaspie
- Lyriq Brown
- Carter Rigby
- David Wisehart
- Mia Guerrero
- Krista Flory

6. ADJOURNMENT

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

Upon vote, the motion was carried unanimously 6 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

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 6:17 p.m.

Vice Mayor Pineda led the Pledge of Allegiance followed by a moment of silent reflection.

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

Note: Council Member Solorio attended the meeting by telephone.

Members Absent: Mayor Kenn Weise.

Other Municipal Officials Present: Ron Corbin, City Manager; Cherlene Penilla, Assistant City Manager; Tracy Stevens, Assistant City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Robert Baer, Budget Manager; Liz Barker Alvarez, Intergovernmental Affairs Administrator; 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; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; and Renee Weatherless, Finance and Budget Director.

Audience: Five members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

Laura Gonzales addressed the Council with concerns related to the Billy Moore Days event. Many citizens were disappointed to learn the event ended at 5:30 pm on Saturday and 5:00 pm on Sunday. Ms. Gonzales, who has lived in Avondale her entire life and is an Avondale business owner. She asked that the City do better at planning the event in the future. An email with more details will be sent to the Council and Parks and Recreation.

Vice-Mayor Pineda asked Bryan Huges, Parks and Recreation Director, to speak with Ms. Gonzales privately.

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 Malone, seconded by Council Member White, to approve the Consent Agenda.

Upon vote, the motion carried unanimously 6 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

a. MINUTES

City Council approved the September 11, 2023 City Council meeting minutes.

b. RESOLUTION 1063-1023 - AMENDMENT NO. 3 TO INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY, TRELLIS

City Council adopted Resolution 1063-1023 approving Amendment No. 3 to an Intergovernmental Agreement (IGA) between Maricopa County, Trellis, and the City of Avondale relating to the construction of three single-family homes and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

c. RESOLUTION 1064-1023 AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES, CHAPTER 4 RECRUITMENT AND SELECTION

City Council adopt Resolution 1064-1023, amending the Personnel Policies and Procedures Chapter Policy 4, Recruitment and Selection to add language that will allow for the hiring of individuals less than eighteen (18) years of age for positions in the temporary service (including Seasonal Appointments) as determined by department directors, with concurrence from the Human Resources Department and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

d. ORDINANCE 2060-0123 - AVONDALE CITY CODE AMENDMENT, CHAPTER 13 LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS, ARTICLE IX, RELATING TO THE LICENSING AND REGULATION OF SHORT-TERM RENTALS

City Council adopted Ordinance 2060-0123, amending Avondale City Code Chapter 13 relating to the licensing and regulation of short-term rentals and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. ORDINANCE 2061-1023 - TEMPORARY FIRE ACCESS EASEMENT AGREEMENT FROM ALAMAR COMMUNITY ASSOCIATION, INC.

City Council adopted Ordinance 2061-1023 accepting the dedication of a temporary fire access easement agreement from Alamar Community Association, Inc., as it relates to the Sierra Estrella Energy Storage development and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

f. ORDINANCE 2062-1023 - LIMITED AND TEMPORARY EMERGENCY ACCESS EASEMENT AGREEMENT WITH SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AND ARIZONA PUBLIC SERVICE COMPANY

City Council adopted Ordinance 2062-1023 accepting the dedication of a limited and temporary emergency access easement agreement from Salt River Project Agricultural Improvement and Power District (SRP) and Arizona Public Service Company (APS) as it relates to the Sierra Estrella Energy Storage development and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents

g. ORDINANCE 2063-1023 - ACQUISITION OF REAL PROPERTY - SOUTH OF THE SOUTHWEST CORNER OF AVONDALE BOULEVARD AND LOWER BUCKEYE ROAD FOR A PRESSURE REDUCING VALVE FACILITY

City Council adopted Ordinance 2063-1023 authorizing the acquisition by purchase, dedication, or condemnation of real property for a Pressure Reducing Valve Facility and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

h. ORDINANCE 2064-1023 – ACQUISITION OF REAL PROPERTY LOCATED AT 351 E. WESTERN AVENUE

City Council adopted Ordinance 2064-1023 authorizing acquisition by purchase or dedication of real property for public use located at 351 E. Western Avenue and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

i. SIERRA ESTRELLA MINOR LAND DIVISION – APPLICATION PL-23-0119

City Council (a) approved Application PL-23-0119, a request by Parker Froehlich with Coe and Van Loo Consultants, Inc., on behalf of Dustin Pulciani with Sierra Estrella Energy Storage, LLC, and Chris Sumter with 11753 Lower Buckeye Property, LLC, for approval of a Minor Land Division for Sierra Estrella located west of Avondale Boulevard and north of Broadway Road; and (b) authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

4. REGULAR AGENDA

a. AVONDALE AQUATIC CENTER PROJECT UPDATE

City Council received an update from staff regarding the Avondale Aquatic Center Project. This item was for discussion only.

Mark Foote, Aquatics Manager of Parks and Recreation, provided an update on the Aquatic Center project, which includes a ten-lane competition pool and play pool. The \$32.5 million project is on budget but behind schedule and slated to open in January 2024.

To date the pool shells are complete and tile work and lane markings being done. Equipment has been put in the pump room, finishing touches are being done to the restrooms, and shade structures are being installed. Site work continues, including the pouring of concrete decking.

Upon completion in January lifeguard recruitment and training will begin, using StarGuard certification. Approximately 70 part-time staff will be hired for the summer. A ribbon cutting ceremony is planned for February and the Aquatic Center will host the State of the City in the Spring. A soft opening will be April 1, 2024 and kick off to the summer season water safety event. Additional soft openings will occur until Memorial Day weekend and full operations begin Memorial Day weekend.

Projected hours of operation will be Monday – Sunday from 5:00 am to 9:00 pm with extended hours on the weekend. Anticipated programming includes open swimming, swimming lessons, water safety lessons, swim teams, aquatic fitness classes, lap swimming, and pool and facility rentals. Admission fees including season and family discounted passes and those associated with programs are being developed based on market analysis within the Valley and will be presented to Council at a future date. The facility will not be restricted to Avondale residents; however, Avondale residents will be given priority.

The Aquatic Center's programming and hours of operation will vary based on the proposed four seasons.

- ▶ Summer = Memorial Day to Labor Day
- ▶ School = After Labor Day to November 1st
- ▶ Winter = November 2nd to Spring Break
- ▶ Spring = After Spring Break to Memorial Day

In response to a question by Council Member Malone, Mr. Foote explained priority access will be given to Avondale residents through the use of an online system and setting aside several daily walk-ups. He stated there is a self-imposed capacity of 500 per day for operational use.

Council Member Conde thanked staff on their flexibility in the hours and for including swim safety classes. In response to a question by Council Member Conde, Mr. Foote stated in his opinion, there is adequate shading, deck furniture will be available, and there will be minimal lockers available in the restrooms.

In response to a question by Council Member Solorio, Mr. Foote explained they have received feedback from the City of Goodyear that the resident/non-resident passes have been difficult to monitor. He also noted that residents have been found to be selling their passes to the facility. It is the department's intent to focus on the quality of the experience and not police users. He stated checking residency when processing 500 people can be burdensome on staff.

Council Member White stated she was in favor of the facility closure in the late afternoon as that is a great precaution to heat exhaustion and she spoke highly on the adult swim opportunities. She requested a higher age requirement on the age in which a child can come without supervision and to keep the facility more family oriented.

In response to a question by Council Member Nielson, Mr. Corbin noted the self-imposed capacity of 500 for operational use is below the fire mandated amount. This will be monitored based on staffing and daily volumes.

Vice Mayor Pineda stated he is in favor of the proposed pricing and trusts staff's experience on the resident/non-resident passes. In response to a question, Mr. Foote stated the facility includes two bays for food trucks, consideration for patrons to bring their own food is being discussed as part of the policies.

Note from the City Clerk: Items 4b, 4c, and 4d were presented together.

b. RESOLUTION 1065-1023 AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES, CHAPTER 18 DISCIPLINE

City Council considered a request to: (a) adopt Resolution 1065-1023, amending the Personnel Policies and Procedures Chapter Policy 18, Discipline to add language indicating that policy implementing executive level positions or above as determined by the City Manager and appointed on or after October 30, 2023, have no appeal rights for disciplinary actions outlined in these policies; (b) declare an emergency and shall be effective immediately upon its passage and adoption; and (c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Andy Mesquita, Director of Human Resources, provided an overview of amendments to personnel policies as noted for 4b, 4c, and 4d. These amendments would allow for certain key executive level positions to be converted to at-will employment. This means either the employee or employer can end an employment relationship at any time and employers can terminate an employee with or without cause, but must comply with all

State and Federal employment laws and cannot discipline employees for discriminatory reasons.

Presently all employees working under the City Manager are covered employees with the right to appeal disciplinary actions unless on original probation. The City Manager's flexibility for ensuring the City's leadership team is united in implementing the Council's goals and objectives aligned with the City Manager's vision. There are key positions within the City that have a significant influence among current staff and community stakeholders, and because of that it is imperative employees in these positions work at all times in the best interests of the City while executing the visions set forth by Council and the City Manager. Should these employees demonstrate their inability or unwillingness to embrace and execute said vision, it is necessary for the City Manager to take prompt and appropriate disciplinary actions to eliminate a negative impact on other employees and external stakeholders.

The Human Resources Department researched the language included in the City Code and policies for local municipalities and recommends the following amendments to allow the City Manager to identify key executive level positions as they become vacant to be at-will employees appointed on or after October 30, 2023. Additional emergency clauses included in the request become effective upon passage and adoption.

Recommendations include adding the following language:

- ▶ Chapter 18 - Policy implementing executive level positions or above as determined by the City Manager and appointed on or after October 30, 2023, have no appeal rights for actions outlined in these policies. Although Assistant City Managers and Department Directors will be included in this policy, no decisions have been made on other positions, as the City Manager will work in conjunction with Department Directors to identify positions that meet this criterion, and an administrative policy will be established to outline those positions.
- ▶ Chapter 19 - The right of appeal shall not apply to policy implementing executive level positions or above as determined by the City Manager and appointed on or after October 30, 2023. This clarifies the appeal process is only an option, if applicable, to distinguish between covered and at-will employees.
- ▶ Chapter 2 Administration, Article 2, Division 3 Section 2-36 - Removing the reference to demotions, discharges, and reinstatements as it pertains to the merit system to provide consistency with other applicable City provisions.

Council Member White moved to: (a) adopt Resolution 1065-1023, amending the Personnel Policies and Procedures Chapter Policy 18, Discipline to add language indicating that policy implementing executive level positions or above as determined by the City Manager and appointed on or after October 30, 2023, have no appeal rights for

disciplinary actions outlined in these policies; (b) declare an emergency and shall be effective immediately upon its passage and adoption; and (c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Council Member Conde seconded the motion.

Upon vote, the motion was carried unanimously 6 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

c. RESOLUTION 1066-1023 AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES, CHAPTER 19 APPEALS

Council Member Malone moved to: (a) adopt Resolution 1066-1023, amending the Personnel Policies and Procedures Chapter Policy 19, Appeals to add language clarifying that the appeal process associated with disciplinary actions does not apply to policy implementing executive level positions or above as determined by the City Manager for individuals appointed on or after October 30, 2023; (b) declare an emergency and shall be effective immediately upon its passage and adoption; and (c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Council Member White seconded the motion.

Upon vote, the motion was carried unanimously 6 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

d. ORDINANCE 2065-1023 - AVONDALE CITY CODE AMENDMENT, CHAPTER 2 ADMINISTRATION, ARTICLE 2, DIVISION 3 SECTION 2-36 RELATING TO THE MERIT SYSTEM

Council Member White moved to: (a) adopt Ordinance 2065-1023 amending Avondale City Code, Chapter 2, Administration relating to the scope and creation of the Merit System; (b) declare an emergency and shall be effective immediately upon its passage and adoption; and (c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Council Member Nielson seconded the motion.

Upon vote, the motion was carried unanimously 6 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

e. CAPITAL IMPROVEMENT PLAN UPDATE, QUARTERLY BUDGET TRANSFERS, & ARPA UPDATE

City Council (a) received a presentation from staff regarding a Capital Improvement Plan update; (b) considered a request to approve quarterly budget transfers as summarized in the attached Exhibit A; and (c) modified the City's American Rescue Plan Act (ARPA) plan as summarized in the attached Exhibit B.

Robert Baer, Budget Manager, provided an update on the CIP, quarterly budget transfers, and American Rescue Plan Act (ARPA). Budget transfers requiring the Council's approval are presented on a quarterly basis and include transfers between departments, operating carryover adjustments, and ARPA adjustments. CIP project budget adjustments greater than \$50,000 that require City Council approval were presented. The City Council is asked to approve the budget transfers as outlined and modification of the ARPA plan adjustments as summarized.

In response to a question from Council Member Conde, James Milanese, City Projects Administrator, clarified that the Civic Center Park next to the library is still part of the plans and construction will begin once grant compliance issues are finalized. Mr. Corbin clarified this facility will include a variety of physical activity options.

Council Member Nielson moved to approve quarterly budget transfers as summarized in the attached Exhibit A and modify the city's American Rescue Plan Act (ARPA) plan as summarized in the attached Exhibit B; Council Member White seconded the motion.

Upon vote, the motion was carried unanimously 6 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

5. SUMMARY OF CURRENT EVENTS FROM THE MAYOR, VICE MAYOR, AND COUNCIL MEMBERS

No events were shared by City Council.

6. ADJOURNMENT

There being no further business before the Council, Council Member Conde moved to adjourn the Regular Meeting into Executive Session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(3) and (A)(4), discussion with the City Attorney or attorneys for the City for legal advice concerning contemplated or pending litigation and to instruct the City Attorney and attorneys for the City on such litigation for the matter of Keitha Tucker v. City of Avondale; Council Member White seconded the motion.

Upon vote, the motion was carried unanimously 6 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

Meeting adjourned at 7:14 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 23rd day of October 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

Exhibit A: Quarterly Budget Transfer Schedule - October 23, 2023

FY2023

Transfer	From Account	From Project/Fund	To Account	To Project/Fund/Dept	Amount	Notes
c.1	10150700-various	Homeless Services - General Fund	25750700-various	Homeless Services - ARPA	127,900	ARPA adjustment
c.2	11055900-80000-P0193	Deconcini Park - General Capital	25755900-80000-P0193	Deconcini Park - ARPA	97,551	ARPA adjustment

FY2024

Transfer	From Account	From Project/Fund	To Account	To Project/Fund/Dept	Amount	Notes
(a.1)	10110101-69000	Mayor Discretionary	28090000-69000	Unanticipated Revenues	838	Carryover adjustment
(a.2)	10110201-69000	City Council 1 Discretionary (Nielson)	28090000-69000	Unanticipated Revenues	4,135	Carryover adjustment
(a.3)	10110301-69000	City Council 2 Discretionary (White)	28090000-69000	Unanticipated Revenues	5,112	Carryover adjustment
(a.4)	28090000-69000	Unanticipated Revenues	10110401-69000	City Council 3 Discretionary (Solario)	496	Reimburse for travel not taken. 300 would have been carryover reversed otherwise
(a.5)	10110501-69000	City Council 4 Discretionary (Malone)	28090000-69000	Unanticipated Revenues	3,753	Carryover adjustment
(a.6)	10110601-69000	City Council 5 Discretionary (Conde)	28090000-69000	Unanticipated Revenues	3,782	Carryover adjustment
(a.7)	10110701-69000	City Council 6 Discretionary (Pineda)	28090000-69000	Unanticipated Revenues	3,254	Carryover adjustment
(a.8)	10116001-various	Technology Services	28090000-69000	Unanticipated Revenues	141,400	Carryover adjustment
(a.9)	10130000-83900	PD Administration	28090000-69000	Unanticipated Revenues	20,000	Carryover adjustment
(a.10)	10130410-79000	Community Action Team	28090000-69000	Unanticipated Revenues	10,000	Carryover adjustment
(a.11)	10130500-79000	Support Services	28090000-69000	Unanticipated Revenues	2,000	Carryover adjustment
(a.12)	10134140-70050	Low Acuity Unit	28090000-69000	Unanticipated Revenues	10,700	Carryover adjustment
(a.13)	10134210-79000	Fire Prevention	28090000-69000	Unanticipated Revenues	5,200	Carryover adjustment
(a.14)	10139000-70030	Public Safety Administration	28090000-69000	Unanticipated Revenues	2,000	Carryover adjustment
(a.15)	10139220-various	Security	28090000-69000	Unanticipated Revenues	7,200	Carryover adjustment
(a.16)	10140100-61800	Planning	28090000-69000	Unanticipated Revenues	97,500	Carryover adjustment
(a.17)	10150100-83100	Library Administration	28090000-69000	Unanticipated Revenues	22,700	Carryover adjustment
(a.18)	10150510-61800	Home Grant Admin	28090000-69000	Unanticipated Revenues	16,600	Carryover adjustment
(a.19)	10170500-85000	Fleet Services	28090000-69000	Unanticipated Revenues	242,000	Carryover adjustment
(a.20)	11070500-85000	Fleet Service	28090000-69000	Unanticipated Revenues	84,400	Carryover adjustment
(a.21)	20430100-various	Patrol	28090000-69000	Unanticipated Revenues	23,200	Carryover adjustment
(a.22)	20430520-70030	Professional Standards	28090000-69000	Unanticipated Revenues	1,000	Carryover adjustment
(a.23)	20439220-various	Security	28090000-69000	Unanticipated Revenues	1,200	Carryover adjustment
(a.24)	20670700-61800	Sustainability	28090000-69000	Unanticipated Revenues	10,000	Carryover adjustment
(a.25)	60115100-61800	Risk Management Operations	28090000-69000	Unanticipated Revenues	5,200	Carryover adjustment
(b.1)	22040901-86000-T0200	Old Town Avondale Phase III - Infrastructure (HURF)	20340901-86000-T0091	Old Town Avondale Phase II - Infrastructure (DST)	95,022	A portion of Design in FY2022 for Phase III was paid using Phase II budget
(b.2)	51140901-86000-T0200	Old Town Avondale Phase III - Infrastructure	51140901-86000-T0091	Old Town Avondale Phase II - Infrastructure	71,857	A portion of Design in FY2022 for Phase III was paid using Phase II budget
(c.3)	25716900-84000-M0177	Citywide Fiber Expansion - Technology (ARPA)	11016900-84000-M0177	Citywide Fiber Expansion - Technology GF	604,874	ARPA Adjustment
(c.4)	11055900-83000-P0083	Mountain View Park Expansion (GF)	25755900-83000-P0083	Mountain View Park Expansion (ARPA)	902,623	ARPA Adjustment
(c.5)	25755900-84000-P0055	Fiber Optic Connectivity - Technology (ARPA)	11055900-84000-P0055	Fiber Optic Connectivity - Technology (GF)	80,000	ARPA Adjustment
(c.6)	25716900-84000-M0101	Public Wifi Enhancements - ARPA	11016900-84000-M0101	Public Wifi Enhancements - General Capital	57,000	ARPA Adjustment
(d)	10118100-62520	Building Maintenance - Contract Maint Bldg & Grounds	10155200-62520	Grounds Maintenance - Contract Maint Bldg & Grounds	273,000	Transfer between departments
(e)	25650900-Various-M0325	Sam Garcia Library Remodel - NFS	25655900-Various-M0325	Sam Garcia Library Remodel - Parks	488,147	Transfer between departments
(g)	11055900-80000-P0175	Aquatic Center - Design/Engineering	1015510-85000	Aquatic - Vehicle - CAP	40,000	Aquatic Center has realized savings to cover transfer
(h)	11055900-80000-P0175	Aquatic Center - Design/Engineering	11055900-80000-P0356	Parcel Adjacent to Aquatic Center Study	50,000	Aquatic Center has realized savings to cover transfer

Exhibit B - Proposed ARPA Allocation

Project	FY22 Actuals	FY23 Actuals	FY2024 Est.	FY2025 Est.	Total
Homeless Services	55,837	463,655	874,800		1,394,292
Neighborhood Revitalization	121,135	-	-		121,135
On Demand Technical Assistance Platform	245,650	64,063	500,000		809,713
Quarterly Job Fairs for Avondale Businesses (Tourism, Hospitality, and Restaurant Focus)			40,000		40,000
Scholarships to attend EMCC/NAU Hospitality Leadership Program	149,605	199,980	160,000		509,585
Contributions Assistance Program	113,300	200,000	200,000		513,300
Non-profit expansion	73,120	44,232	-		117,352
City Events: Billy Moore, Fiesta, and Cycle Avondale Events	87,414	-	-		87,414
Tourism NASCAR promotion	17,995	172,850	-		190,845
Destination Marketing Organization (Tourism)- local match	86,487	-	-		86,487
Community Action Program	118,055	222,538	547,200		887,793
Youth Services	217,604	(664)	-		216,940
Resource Management Software	13,759	-	-		13,759
Police Salaries		4,000,000	4,000,000		8,000,000
Fire Salaries		1,000,000	1,000,000		2,000,000
Deconcini Park Improvements		97,551	1,000,000		1,097,551
Agua Fria Wetlands Conceptual Design for new Recharge Basin	139,170	191,597	84,000		414,767
Public Wifi Enhancements		-	-		-
Wifi in Common Areas		-	-		-
Fiber Optic Connection in parks		-	-		-
Special Event Wifi		-	-		-
Western Avenue WiFi and Digital Signage & Information Kiosks		-	-		-
City-Wide Fiber Expansion and Redundancy		-	-		-
Mountain View Park Improvements			902,623		902,623
Bridge Housing Project		-	613,000		613,000
	1,439,131	6,655,802	9,921,623	-	18,016,556
ARPA Allocation					17,887,327
Unallocated / (Over Allocated)					(129,229)

*While this shows ARPA being slightly over allocated, staff does anticipate savings

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
November 06, 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 5:32 p.m.

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

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Cherlene Penilla, Assistant City Manager; Tracy Stevens, Assistant City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Barbara Coppage, City Auditor; 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; Kim Moon, Engineering Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development Services Director; Larry Rooney, Fire Chief; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately twenty members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. NEW EMPLOYEE INTRODUCTIONS (DISCUSSION ONLY)

The following employee(s) were introduced to City Council. This item was for discussion only.

Engineering Department

- Kimberly Moon, Department Director & City Engineer

3. CITIZEN POLICE ACADEMY

City Council recognized the following participants of the 2023 Citizen Police Academy. This item is for discussion only.

- | | | |
|---------------------|--------------------------|----------------------------|
| • Mariah Abasta | • Martina Fuentes | • Kristine Ramirez |
| • Eileen Banks | • Mari Barraza Gutierrez | • Sal Carrillo Ramirez |
| • Cynthia Ceasar | • Cynthia Hammond | • Lola Roeschlaub |
| • Josefina Cuevas | • Joseph Hite | • Marilu Tannehill |
| • Wayne Deffenbaugh | • Daniel Liguori | • Kathryn Wallace |
| • Maxine Delarosa | • Tobias Mckibben | • Council Member Max White |
| • Jaycie Dunshie | • Olivia Pineda | |

4. MICROLENDING PROJECT

City Council received a presentation from staff regarding a Microlending Project that the Economic Development and Tourism Department is working on. This item was for discussion only.

Adam Shipley, Business Development Manager with the Office of Economic Development and Tourism provided an overview of the Microlending Project, a new resource available to local Avondale businesses.

Current resources available to Avondale businesses include Avondale Edge Hub, Avondale Edge Estrella Mountain Community College Scholarship, Avondale Career Expo, SizeUp Business Intelligence, Fuerza Local, and the Green Business Program.

The Microlending Project was developed after research and analysis into what local businesses needed to be sustainable, which is funding. Microfunding is a small loan based on character lending to new and existing entrepreneurs to address capital needs.

The Council allocated \$400,000 in this area and allowed the Office of Economic Development and Tourism to partner with Growth Partners of Arizona (GPA), a nonprofit certified and regulated community development and financial institution. GPA has issued \$6.1 million in loans including \$700,000 specifically for micro loans with a 95% repayment rate.

Like the Office of Economic Development and Tourism, they partner with Local First Arizona (LFA) to provide financial literacy and technical assistance. Loan amounts will range from \$10,000 to \$35,000 at a 9.25% interest rate, \$11 filing fee and a 3% closing cost, with repayment periods up to 60 months and no early repayment penalties. The first three payments will be interest only payments. GPA will work with the borrower by allowing a 10-day grace period prior to contacting the borrower and after 30 days past due the loan terms may be modified or restructured.

The intent is for the initial \$400,000 grant funds to be loaned out to Avondale businesses through GPA and upon repayment, the funds will continue to be loaned in a cyclical program to Avondale businesses for years to come. A timeline of the project was reviewed.

The loan committee will meet monthly to review applications, hear applicants pitch, and make determinations on funding allocations. All applicants will work with GPA and LFA on financial literacy and receive assistance in completing the application. If an applicant is denied, they may reapply in 90 days but will continue to work with GPA and LFA.

In response to questions from Mayor Weise, Mr. Shipley stated the Office of Economic Development and Tourism will work in collaboration with GPA and LFA to make the process as digestible as possible for local entrepreneurs.

Andre Whittington, Executive Director of Growth Partners of Arizona, stated as part of their due diligence, they learn and understand the laws and rules that small businesses must abide by to help and support small business owners.

Vice Mayor Pineda spoke on the difficulties on obtaining lending opportunities for small businesses. As a Business Instructor at Estrella Mountain Community College, he commended and welcomed this important program that will benefit business owners and the community in Avondale. He suggested a member of the team provide a presentation to the business students at EMCC.

In response to questions from Council Member White, Mr. Shipley clarified this program is for Avondale businesses that are already in or relocating to a brick-and-mortar location and is not relevant to peddlers. The application committee will be established through GPA. Mr. Whittington stated the committee will consist of Avondale residents, in particular financial institution professionals and retired business owners from Avondale because they understand the businesses and community needs.

Council Member Nielson spoke about the benefits of the program. At a request from Council Member Nielson, Mr. Shipley stated as part of the contract with GPA, updates will be provided which can be shared with the Council.

5. ADJOURNMENT

There being no further business before the Council, Council Member Conde 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 6:02 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 6:04 p.m.

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

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Cherlene Penilla, Assistant City Manager; Tracy Stevens, Assistant City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Barbara Coppage, City Auditor; 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; Kim Moon, Engineering Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Development Services Director; Larry Rooney, Fire Chief; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; and Renee Weatherless, Finance and Budget Director.

Audience: Two members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

None.

3. CONSENT AGENDA

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

Mayor Weise asked if any Council Member wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Council Member 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 August 28, 2023 and September 25, 2023 City Council meeting minutes.

b. FINAL PLAT OF DEL RIO RANCH III PHASE 3 - APPLICATION PL-21-0115

City Council approved a request by John Gitt, Kimley-Horn & Associates, Inc. (on behalf of property owner DC One Holdings Inc.), for approval of a Final Plat for Del Rio Ranch III Phase 3 and authorized the Mayor or City Manager, City Attorney, and City Clerk to authorize the necessary documents.

c. RESOLUTION 1068-1123 - AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES, CHAPTER 23 INTEGRITY LINE

City Council a) adopted Resolution 1068-1123 amending the Personnel Policies and Procedures, Chapter 23, Integrity Line; b) authorized staff to make the necessary budget transfers from the City Attorney's Office to the Office of the City Auditor; and c) authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

d. RESOLUTION 1069-1123 - INTERGOVERNMENTAL AGREEMENT WITH VARIOUS AGENCIES FOR THE WEST VALLEY SEX TRAFFICKING TASKFORCE

City Council adopted Resolution 1069-1123, authorizing an Intergovernmental Agreement (IGA) with the partnering agencies of the Southwest Family Advocacy Center (SWFAC), which include the City of Buckeye, the City of Goodyear, and the Maricopa County Sheriff's Office for the formal creation of the West Valley Sex Trafficking Taskforce and begin operations under the previously approved DEMA grant and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. RESOLUTION 1070-1123 – GRANT ACCEPTANCE OF A PHOENIX URBAN AREA SECURITY INITIATIVE GRANT FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY

City Council adopted Resolution 1070-1123, authorizing the acceptance of an Urban Area Security Initiative Grant from the Arizona Department of Homeland Security (AZDOHS) relating to the Terrorism Liaison Officer sustainment and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

f. RESOLUTION 1071-1123 – GRANT ACCEPTANCE OF A VICTIMS OF CRIME ACT (VOCA) GRANT FROM THE ARIZONA DEPARTMENT OF PUBLIC SAFETY

City Council adopted Resolution 1071-1123 authorizing the City of Avondale's acceptance of grant funding through the Arizona Department of Public Safety / Victims of Crime Act (VOCA) Grant in the amount of \$300,810 to the City of Avondale Police Department/Southwest Family Advocacy Center over the period October 1, 2023 through September 30, 2024 and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

g. RESOLUTIONS 1072-1123 AND 1073-1123 – DEL RIO III PHASE 3 MAINTENANCE IMPROVEMENT DISTRICT #26

City Council a) approved the Petition for Formation; (b) adopted Resolution 1072-1123 declaring its intention to form the City of Avondale Maintenance Improvement District No. 26, Del Rio Ranch III Phase 3, providing for the assessment; (c) adopted Resolution 1073-1123 declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency; and (d) authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

h. ORDINANCE 2066-1123 – ABANDONMENT OF A PUBLIC UTILITY EASEMENT ON DUTCH BROS.

City Council adopted Ordinance 2066-1123 authorizing the abandonment of a portion of a 26-foot wide Public Utility Easement Agreement located south of Dale Earnhardt Drive and east of Avondale Boulevard, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

4. REGULAR AGENDA

a. PUBLIC HEARING AND ORDINANCE 2067-1123 - VASQUEZ BUILDING - HAIO REZONE - PL-22- 0186

City Council held a public hearing and considered a request to adopt Ordinance 2067-1123, approving a request by Mr. Martin Sandino of Martin Sandino Architecture & Planning, LLC, on behalf of Juana Vazquez and Hipolito Mendez, to apply the Historic Avondale Infill Overlay (HAIO) to 0.34 net acres located approximately 1,280 feet west of the southwest corner of Main Street/MC85 and Central Avenue, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The site is currently zoned Community Commercial (C-2). Approval of the request will modify development standards on the subject site, allowing for development of a multitenant neighborhood commercial building.

Joshua Orton, Senior Planner, provided an overview of the request by Mr. Martin Sandino of Martin Sandino Architecture & Planning, LLC, on behalf of Juana Vazquez and Hipolito Mendez, application for a Historic Avondale Infill Overlay (HAIO). The purpose of this overlay is to promote development and facilitate development in underserved or difficult to develop areas. This adopts the zoning ordinance and development plan with alternative development standards.

The 0.34-acre property is located a quarter mile southwest of Main Street and Central Avenue. Goodyear is to the north and it is surrounded by a mobile home park. The current Community Commercial (C-2) zone and Local Commercial General Plan Land use will remain unchanged. The existing building on the property is in a state of disrepair and slated for demolition.

The overlay will allow the development of a 2,100 square foot commercial site, that is accessible via a 26-foot driveway and parking in the back based on retail and salon use. Elevations submitted as part of the application show a modern design with incorporated pedestrian amenities, shaded structures, as well as stone benches.

This request conforms with the General Plan land designation, the commercial and industrial design manual, and the C-2 development standards, with the proposed deviations. It is compatible with land use relationships and meets the HAIO intent to promote development in underdeveloped commercial areas in the City. The proposed development standards deviation is to reduce the parking standards from one EV charging station to none.

A virtual neighborhood meeting was held on September 5, 2023, with no public attendees. One public comment in favor of the proposal was received through Avondale Connect. The Planning Commission recommended approval with stipulations on October 18, 2023 and received no public comments. Staff recommends approval of application PL-22-0186 and proposed development subject to the one condition as listed in the staff report.

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

Council Member Nielson moved to adopt Ordinance 2067-1123, approving Application PL-22-0186 Vazquez Building Rezone, a rezoning request for a Historic Avondale Infill Overlay District to approximately 0.34 acres of property located approximately 1,280 feet west of the southwest corner of Main Street/MC 85 and Central Avenue, and to approve the proposed HAIO development plan, subject to the following condition of approval: Development shall conform to the Vazquez Building Historic Avondale Infill Overlay District Narrative (Exhibit G) date stamped April 14, 2023, the Development Plan (Exhibit D) date stamped July 19, 2023, and the Building Elevations (Exhibit E) date stamped July 20, 2023; 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

b. PUBLIC HEARING - MCDOWELL VILLAS PAD - REZONE - PL-22-0230

City Council held a public hearing and considered a request for a continuance by Kurt Waldier, Beus Gilbert McGroder PLLC, to rezone an approximately 12.34-acre vacant parcel of land from Agricultural (AG) to McDowell Villas Planned Area Development (PAD) to allow a 164-unit townhome development.

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

Council Member White moved to continue application PL-22-0230 to the December 4, 2023 City Council meeting agenda; Council Member Nielson seconded the motion.

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

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

5. SUMMARY OF CURRENT EVENTS FROM THE MAYOR, VICE MAYOR, AND COUNCIL MEMBERS

(5 minutes)

Mayor Weise noted NASCAR was in Avondale and it appeared very successful.

6. ADJOURNMENT

There being no further business before the Council, Council Member White 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 6:21 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 6th day of November 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

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
ZOOM CLOUD MEETING PLATFORM
November 20, 2023

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened using the Zoom Cloud Meeting platform in open and public session at 6:00 p.m. All participants attended by phone or video.

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

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Cherlene Penilla, Assistant City Manager; Tracy Stevens, Assistant City Manager; Nicholle Harris, City Attorney; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Memo Espinoza, Police Chief; Corey Larriva, Parks and Recreation Assistant Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Public Safety Chief; Catherine Lorbeer, Planning Deputy Director; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; Kimberly Moon, Engineering Director; and Renee Weatherless, Finance and Budget Director.

Audience: No members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

None.

3. CONSENT AGENDA

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

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

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 October 9, 2023 and October 16, 2023 City Council meeting minutes.

b. APPOINTMENT TO THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM FIRE BOARD

City Council appointed Westley Tank, Firefighter, to the Public Safety Personnel Retirement System Fire Board for a term to begin on January 1, 2024 through December 31, 2027 and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

c. APPOINTMENTS TO BOARDS AND COMMISSIONS

City Council approved the following appointments to the City's Boards and Commissions as recommended by the City Council Subcommittee on Boards and Commissions and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

AUDIT COMMITTEE

- Council Member Gloria Solorio as a Regular Member for a full term to expire on 12/31/2026
- Aaron Cook as a Regular Member for a partial term to expire on 12/31/2024

BOARD OF ADJUSTMENT

- LaChrisha Dourisseau as a Regular Member for a full term to expire on 12/31/2026
- Kenneth Shoaff as a Regular Member for a full term to expire on 12/31/2026

MUNICIPAL ART COMMITTEE

- Janice Graham as a Regular Member for a full term to expire on 12/31/2026
- Jayaker Nagamalla moved from an Alternate Member to a Regular Member for a full term to expire on 12/31/2026
- Margarita Barron as an Alternate Member for a full term to expire on 12/31/2026

NEIGHBORHOOD AND FAMILY SERVICES COMMISSION

- Dawn Gerundo as a Regular Member for a full term to expire on 12/31/2026
- Jerome Brownlee Jr as a Regular Member for a full term to expire on 12/31/2026
- Pearlette Ramos moved from an Alternate Member to a Regular Member for a full term to expire on 12/31/2026
- Lindsay Kothe as an Alternate Member for a partial term to expire on 12/31/2025

PARKS AND RECREATION ADVISORY BOARD

- LaChrisha Dourisseau as a Regular Member for a full term to expire on 12/31/2026
- Vannessa Cornejo moved from an Alternate Member to a Regular Member for a full term to expire on 12/31/2026
- Amy Soucinek as an Alternate Member for a partial term to expire on 12/31/2025

PLANNING COMMISSION

- Alan Agundez Castillo as a Regular Member for a full term to expire on 12/31/2026
- Alisha Meginnis as a Regular Member for a full term to expire on 12/31/2026
- Julia Arnette moved from an Alternate Member to a Regular Member for a full term to expire on 12/31/2026

RISK MANAGEMENT AND WORKERS' COMPENSATION BOARDS

- Angela Medina as a Regular Member for a full term to expire on 12/31/2026
- Julia Arnette as a Regular Member for a full term to expire on 12/31/2026
- Hector Arellano as a Regular Member for a full term to expire on 12/31/2026

SUSTAINABILITY COMMISSION

- Daniel Schuh as a Regular Member for a full term to expire on 12/31/2026
- Mina Dao as a Regular Member for a full term to expire on 12/31/2026

VOLUNTEER FIRE FIGHTER PENSION BOARD

- Kenneth Shoaff as a Regular Member for a full term to expire on 12/31/2027

d. RESOLUTION 1074-1123 - INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF REVENUE TO ADMINISTER AND COLLECT LOCAL EXCISE TAXES

City Council adopted Resolution 1074-1123, approving an Intergovernmental Agreement (IGA) with the Arizona Department of Revenue regarding the uniform administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise and use tax, and rental occupancy taxes imposed by the State or cities or towns and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. RESOLUTION 1075-1123 - DESIGNATION OF ASSURED WATER SUPPLY APPLICATION SIGNATURE AUTHORIZATION

City Council adopted Resolution 1075-1123, authorizing the submittal of an application to the Arizona Department of Water Resources (ADWR) to modify the City's Designation of Assured Water Supply and authorized Ron Corbin, City Manager, to sign the application for the Designation Modification on behalf of the City, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

f. ORDINANCE 2068-1123 - AMENDING CITY CODE, CHAPTER 7, SPECIAL EVENTS

City Council adopted Ordinance 2068-1123, amending the Avondale City Code by amending Chapter 7, Special Events and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

g. ORDINANCE 2069-1123 – ABANDONMENT OF FILLMORE STREET RIGHT OF WAY

City Council adopted Ordinance 2069-1123, authorizing the abandonment of Fillmore Street right-of-way generally located south of Park Avenue and east of Avondale Boulevard and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

h. FINAL PLAT FOR RILEY PROPERTY 3, AVONDALE POLICE DETENTION SUBSTATION PL-23-0036

City Council approved the Re-Plat for Riley Property 3 (Avondale Police Detention Substation) and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The City-owned property is approximately 10.34 acres of land bounded by Riley Drive to the north, Eliseo C. Felix Jr. Way to the east, Western Avenue to the south, and 9th Street to the west. The proposed Re-Plat modifies the existing Riley Property 2 Final Plat and will consist of two lots and a tract for the dedication of right-of-way along Eliseo Felix Jr. Way.

i. MAP OF DEDICATION FOR ENTRADA - 107TH AVENUE - APPLICATION PL-22-0218

City Council approved a request by Dan Auxier of EPS Group, on behalf of the property owner Meritage Homes of Arizona Inc. and Sim Reg Entrada LLC, for approval of a Map of Dedication of Entrada – 107th Avenue, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The proposed Map of Dedication (MOD) dedicates approximately thirty-two feet (2.28 acres) of additional right-of-way along 107th Avenue. The subject property is located on the north side of Broadway Road and on the west side of 107th Avenue.

4. ADJOURNMENT

There being no further business before the Council, Council Member Malone moved to adjourn the Regular 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 6:02 p.m.

Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 20th day of November 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

ITEM NUMBER: 3.b.

SUBJECT: Appointments to Boards and Commissions

MEETING DATE: 12/18/2023

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. The approval of this agenda item will allow residents to serve Avondale as an appointed board member, increasing community engagement.

PURPOSE:

City Council will consider a request to approve the following appointments to the City's Boards and Commissions as recommended by the City Council Subcommittee on Boards and Commissions with a modification and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

- Ryan Benson as an Alternate Member to the Planning Commission with a partial term to expire on 12/31/2024.
- Margarita Barron as a Regular Member to the Board of Adjustment with a full term to expire on 12/31/2026.
- Al Nunez as a Regular Member to the Sustainability Commission with a full term to expire on 12/31/2026.
- Daniel Smith-Castillo as an Alternate Member to the Sustainability Commission with a partial term to expire on 12/31/2024.
- Eddie James as an Alternate Member to the Neighborhood and Family Services Commission with a partial term to expire on 12/31/2025.

BACKGROUND:

The City Council Subcommittee on Boards, Commissions, and Committees (Subcommittee) makes recommendations for membership based on term expiration, vacancies from resignations, or changes to member eligibility status. The Subcommittee met on December 4, 2023 and made appointment recommendations.

After the December 4th meeting, the City Clerk identified an administrative error within the presented staff

report; therefore, the City Clerk is recommending a slight modification to the subcommittee recommendations which would appoint Eddie James to the Neighborhood and Family Services Commission, instead of the original recommended individual (Timothy Kroll).

As required in the City Council Rules of Procedures, all candidates have been notified of the recommendations.

DISCUSSION:

The Subcommittee recommended the following:

PLANNING COMMISSION

- Ryan Benson as an Alternate Member with a partial term to expire on 12/31/2024.

BOARD OF ADJUSTMENT

- Margarita Barron as a Regular Member with a full term to expire on 12/31/2026.

SUSTAINABILITY COMMISSION

- Al Nunez as a Regular Member for a full term to expire on 12/31/2026.
- Daniel Smith-Castillo as an Alternate Member for a partial term to expire on 12/31/2024.

NEIGHBORHOOD AND FAMILY SERVICES COMMISSION

- Eddie James as an Alternate Member with a partial term to expire on 12/31/2025.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff is recommending that the Council approve the subcommittee's recommendations for the appointment of members of the city's boards, commissions, and committees.

Contact person for document distribution: n/a

ITEM NUMBER: 3.c.

SUBJECT: Appointment of Chair and Vice Chair to the Planning Commission and Board of Adjustment

MEETING DATE: 12/18/2023

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

PURPOSE:

City Council will consider a request to: (a) appoint Larry White as the Chair of the Planning Commission and Alisha Meginnis as the Vice Chair of the Planning Commission for the remainder of the 2024 calendar year; and (b) appoint Carolyn Jones as the Chair of the Board of Adjustment and Kenneth Shoaff as the Vice Chair of the Board of Adjustment for the 2024 calendar year and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On December 5, 2022, Christopher Thompson was appointed as the Chair of the Planning Commission; Larry White was appointed as the Vice Chair for the Planning Commission; Carolyn Jones was appointed as the Chair of the Board of Adjustment; and Kenneth Shoaff was appointed as Vice Chair of the Board of Adjustment. Although appointed, the members of the Board of Adjustment have not held a meeting in the past year as the board meets on an as-needed basis.

DISCUSSION:

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

Planning Commission

Chair – Larry White
Vice Chair – Alisha Meginnis

Board of Adjustment

Chair - Carolyn Jones
Vice Chair – Kenneth Shoaff

The members will serve in these positions for all of 2024.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff is recommending approval of staff's recommendations for appointment of members to serve as Chair and Vice Chair of the Planning Commission and the Board of Adjustment for all of 2024.

Contact person for document distribution: Catherine Lorbeer, Deputy Director of Planning

ITEM NUMBER: 3.d.

SUBJECT: Budget Transfer for Potential Purchase of Real Property in the vicinity of Dysart Road and Western Avenue

MEETING DATE: 12/18/2023

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 the following Avondale Strategic Outcome Area:

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

PURPOSE:

City Council will consider a request to approve a budget transfer to create the appropriation of real property in the vicinity of Dysart Road and Western Avenue and authorize Finance and Budget Department staff to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In order to facilitate the potential purchase of real property in the vicinity of Dysart Road and Western Avenue, budget appropriation needs to be transferred from the city's contingency appropriation. Per the city's adopted Comprehensive Financial Policies, budget transfers from the contingency appropriation require council approval.

DISCUSSION:

The adopted FY2024 budget did not anticipate the potential purchase of real property. Purchasing the potential property will allow the city to have greater control of the development of the property and facilitate future development in Old Town Avondale.

BUDGET IMPACT:

The appropriation necessary to facilitate the purchase will need to be transferred from the General Fund contingency. The estimated cost is between \$800,000-\$1,200,000. The General Fund contingency is backed by fund balance. Staff projects that there has been sufficient realized savings in FY2024 that the purchase will not materially impact the city's five-year forecast.

RECOMMENDATION:

Staff recommends that City Council approve a budget transfer from the General Fund contingency sufficient to purchase real property in the vicinity of Dysart Road and Western Avenue.

Contact person for document distribution: Robert Baer

ITEM NUMBER: 3.e.

SUBJECT: Authorization to Proceed with Annexation – Tolleson Union High School District – Application PL-23-0266

MEETING DATE: 12/18/2023

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 and Strategy: Creative and Sustainable Community Development

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

PURPOSE:

City Council will consider a request by Sandy Hayden of HILGARTWILSON, LLC, (on behalf of the property owner Tolleson Union High School District No. 214) to begin the annexation process of approximately 54.73 acres of land located at the southeast corner of Alamar Boulevard and Dysart Road (Assessor Parcel Numbers 500-72-001L and 500-72-001C) 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 proposed annexation request includes two (2) parcels of land totaling approximately 54.73 acres located at the southeast corner of Alamar Boulevard and Dysart Road (Exhibit A).

The impetus for the proposed annexation is to accommodate the future development of a public high school. Annexation into the City of Avondale is required in order for the City to provide water and sewer services to the parcels.

The site is irregularly shaped and currently being used for farming. There are agricultural irrigation ditches that run north/south within the eastern half of the property and east/west along the north and southern property boundaries. Overhead electrical transmission lines within easements abut the southern property boundary. There are no existing buildings or residents on the property.

The parcels are zoned Rural-43 (RU-43) in the County (Exhibit B). The principal purpose of this zoning district is to conserve and protect farms and other open land uses, foster orderly growth in rural and agricultural areas, prevent urban and agricultural land use conflicts, and encourage sustainable development. Principal uses permitted in this zoning district include farms, residential, recreational, and institutional uses. As required by Arizona statute, upon annexation, the property will be assigned City zoning equivalent to the existing Maricopa County Zoning. The City-equivalent zoning to Maricopa County's RU-43 district is Avondale's Rural Residential

(RR-43) zoning district.

The purpose of the RR-43 district is to encourage and preserve low-density residential developments with low intensity agricultural operations in a growing area. A public school is permitted in the RR-43 district.

The General Plan land use designation is Medium Density Residential (Exhibit C), which is a residential land designation with densities ranging from 2.5 to 4 single-family dwelling units per acre. This land use category provides for 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.

The site is contiguous with City of Avondale corporate boundaries and meets state law requirements for annexation.

The existing uses and zoning of surrounding properties include:

NORTH: Vacant land currently being used for farming and zoned Alamar Planned Area Development (PAD).

EAST: Single-family residences currently under construction and zoned Alamar PAD.

SOUTH: Vacant land currently being used for farming and zoned Alamar PAD.

WEST: Vacant land currently being used for farming and zoned Three Rivers Ranch PAD.

SUMMARY OF REQUEST:

The project applicant, Sandy Hayden of HILGARTWILSON LLC, is requesting that the City Council provide City Staff with “authorization to proceed” (Exhibit D) with the proposed annexation of 54.73 acres described in the legal description and map exhibit attached to this report as Exhibit E. The proposed annexation will facilitate future development of a public high school.

At this time, Staff expects that the required public hearing will be held during the December 18, 2023 City Council meeting, with adoption of the Ordinance anticipated at the January 8, 2024 City Council meeting.

DISCUSSION:

Receiving “authorization to proceed” from City Council is the first step in the annexation of properties in Avondale. Once authorized, Staff will begin completing all state mandated steps towards property annexation, including obtaining property owner and valuation information from the Maricopa County Assessor and State of Arizona Department of Revenue, scheduling the annexation for a required public hearing before City Council and a separate City Council meeting for adoption, recording a blank petition, completing all required notifications, obtaining property owner signatures, and preparing an Ordinance for the proposed Annexation.

Providing authorization to proceed does not obligate the City Council to approve the proposed annexation if and when the item does come back to a future Council meeting for adoption.

BUDGET IMPACT:

The annexation application included the required \$6,000.00 fee that will be used towards costs related to the annexation processing. As noted previously, providing authorization to proceed does not obligate the City Council to approve the proposed annexation at a future meeting. If the proposed annexation is approved at a future meeting and the property is developed within the City, revenue from construction sales tax, property tax, sales tax, water and sewer fees, and development fees can be expected. Conversely, the City will incur costs of serving the property with Avondale services including, but not limited to, water, sewer, sanitation, police, fire, and street services.

RECOMMENDATION:

City Council will **AUTHORIZE** City Staff to proceed with the process of annexing approximately 54.73 acres located at the southeast corner of Alamar Boulevard and Dysart Road.

Contact person for document distribution: Michelle Simerdla

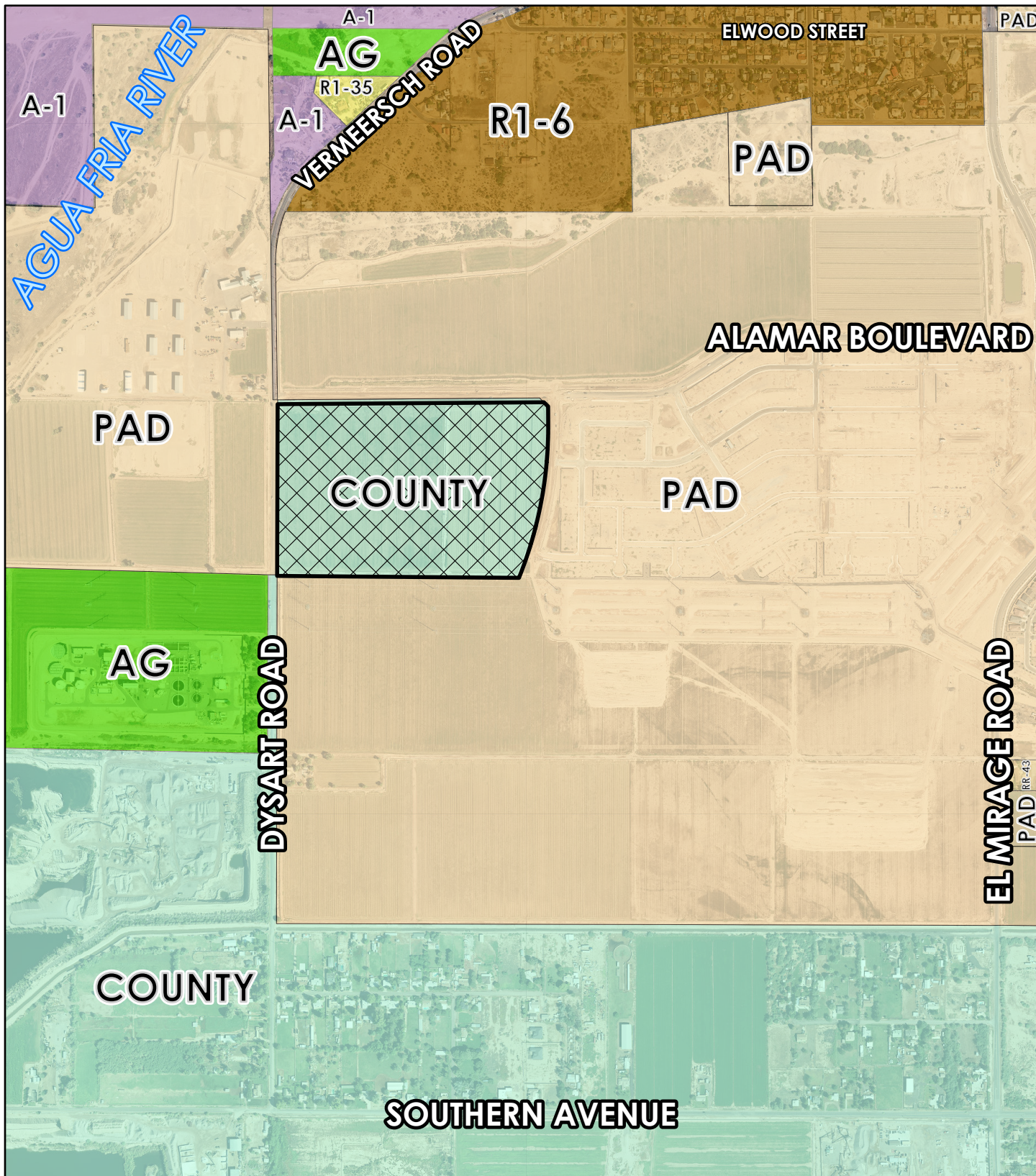


Aerial Map



 Subject Property



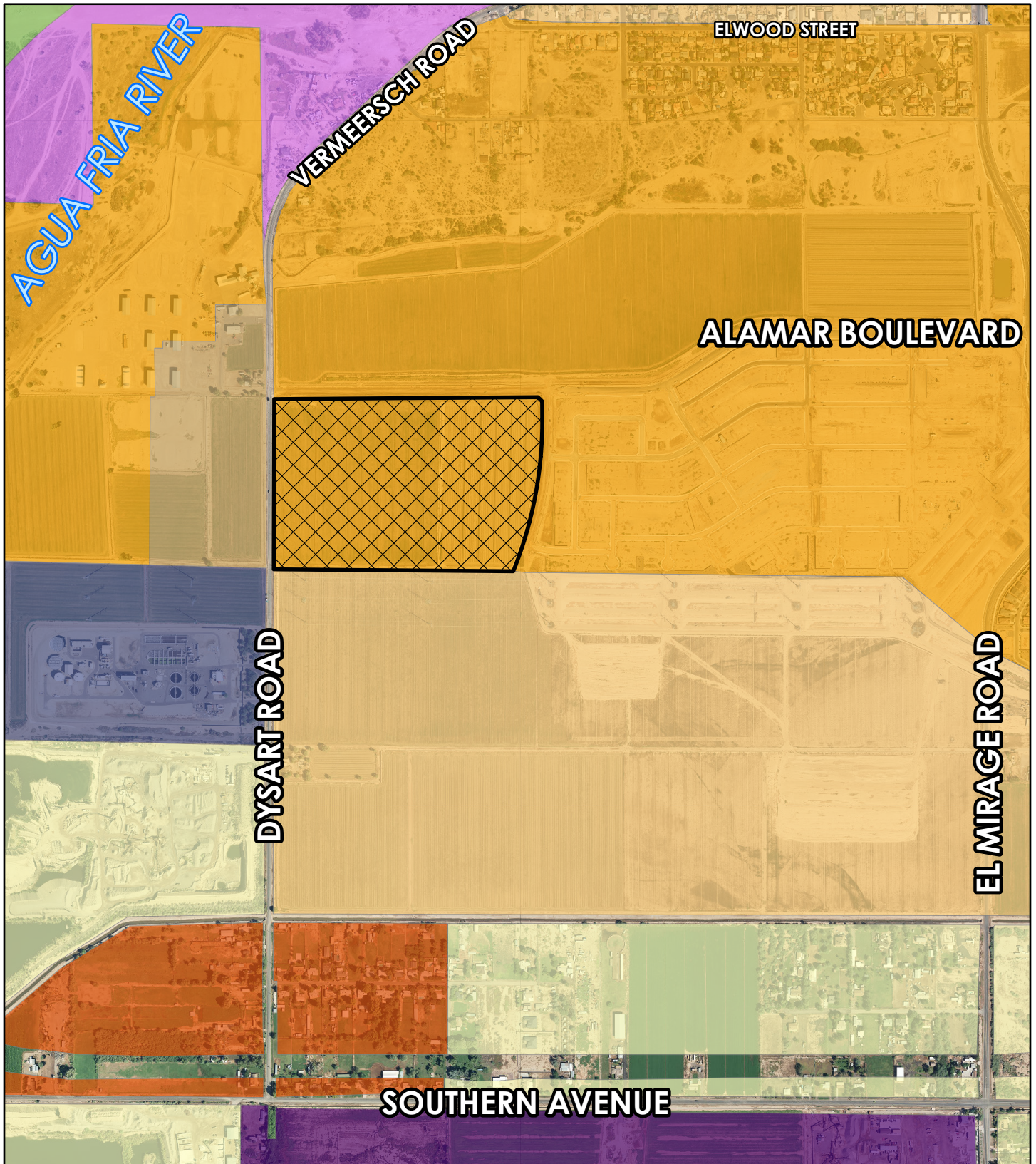


Zoning Vicinity



Subject Property





General Plan Land Use



- | | |
|---------------------------------|--------------------------------|
| Corporate Park | Open Space and Parks |
| Freeway Commercial | Public/Civic |
| Medium Density Residential | Rural Low Density Residential |
| Medium/High Density Residential | Estate/Low Density Residential |
| Mixed Use | |



Subject Property



August 31, 2023

Avondale Development Services Department

11465 W Civic Center Drive
Avondale, AZ 85323

RE: Narrative for Tolleson High School Site Annexation Request

To Whom it May Concern,

This narrative letter includes the required information to commence the annexation request for the future Tolleson High School Site #8 into the City of Avondale ("Avondale" or "City"). The school site property is located at the southeast corner of Alamar Boulevard and Dysart Road and is comprised of Maricopa County Assessor Parcel Numbers 500-72-001C, 500-72-001L, 500-72-525 and portions of 500-72-001E and 500-72-001K. APNs 500-72-001C and 500-72-001L are currently within unincorporated Maricopa County and are the subject of this annexation request, (collectively, the "Property")

Explanation of annexation request:

The purpose of this request is to annex the Property into the City of Avondale from Maricopa County jurisdiction to facilitate the development of a high school site. The Property is located within Avondale's Municipal Planning Area and is generally located at the southeast corner of Alamar Boulevard and Dysart Road.

Explain how request conforms with Arizona state law requirements:

The request complies with the requirements of ARS 9-471 as the Property is contiguous with the City of Avondale corporate boundaries. Annexation of the Property will not create any county islands. A parcel map displaying the relationship of the Property to adjacent City limits is included with this request.

Description of expected future use/development of the proposed annexation area:

The Property is intended to be developed as high school site #8 within the Alamar community by Tolleson Union High School District No. 214.

Disclose any easements, utilities, irrigations, canals, state land property, and the like:

Agricultural irrigation ditches run north/south within the eastern half of the Property and east/west along the northern and southern Property boundaries, respectively. An access easement and a portion of a Designated County Road are located adjacent to Dysart Road within APN 500-72-001L. Overhead electrical transmission lines within easements abut the southern Property boundary.

Description of existing infrastructure: water, sewer, electricity, natural gas, phone, cable, irrigation, wells, curb, gutter, sidewalks, streetlights, pavement, and the like:

There is a 12-inch water main running along Dysart Road. A reclaimed water line runs north along Dysart Road and east along Alamar Boulevard. Existing 36-inch and 48-inch sewer lines run along Alamar Boulevard and Dysart Road, respectively.



Century Link provides phone service, Cox Communications provides cable service, Salt River Project provides electrical service, and Southwest Gas provides gas distribution facilities adjacent to the Property.

Alamar Boulevard is a dirt road running east/west along the northern boundary of the Property. Dysart Road is an existing paved two-lane road running north/south on the western boundary of the Property. 128th Avenue (Alamar Lane) is an existing paved road abutting the east Property boundary. Irrigation ditches run north/south along the eastern half of the Property and east/west along the northern and southern boundaries of the Property, respectively.

Identify all existing residential and non-residential structures within the proposed annexation area:

There are no existing buildings within the proposed annexation area. Irrigation ditches run north/south and east/west in the eastern half and along the southern boundary of the Property, respectively.

Description of existing conditions:

The Property is currently used for agricultural purposes and has no existing buildings or residents.

Information related to any Maricopa County zoning violations and legal nonconforming buildings and/or uses:

There are no known County zoning violations or non-conforming buildings on the Property.

Explanation of desired City services:

Upon annexation, the City would provide municipal services to the Property in the same manner as similarly situated properties within the City.

Identify which school districts will be affected by the development:

The proposed annexation area lies with the Littleton Elementary School District and the Tolleson Union High School District.

Proximity to Police and Fire stations:

Avondale Fire Rescue Station 171 is located 2 miles northwest of the Property and the Avondale Police Department Cashion Sub-Station is located 3 miles northeast of the Property.

Sincerely,

HILGARTWILSON, LLC

Cindy Paddock, AICP

Project Manager – Land Planning

Enclosed:

Aerial Map, Parcel Map, Application Fee

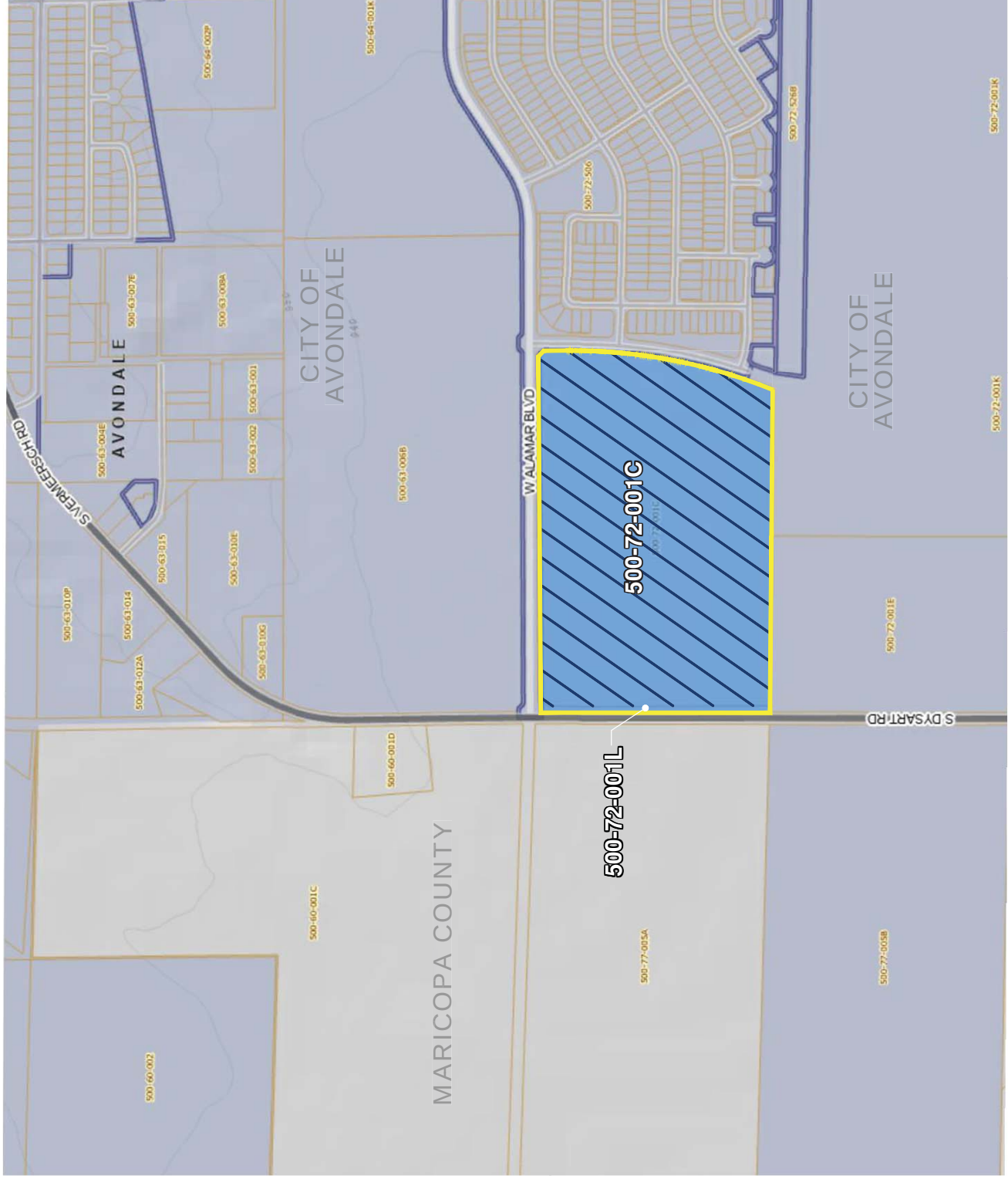
TOLLESON HIGH SCHOOL
AVONDALE, ARIZONA

**ANNEXATION
FIGURE 2**

PARCEL MAP



Annexation parcels



ITEM NUMBER: 3.f.

SUBJECT: Third Amendment to the Financial Assistance Agreement with Arizona Complete Health (AzCH)

MEETING DATE: 12/18/2023

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood & Family Services Director

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 Areas:

- 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. The resource center will continue to provide programs and services that support the academic success of children entering kindergarten.
 - Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government. The resource center will continue to lead the way in the public and private service delivery model, leveraging its partnership with AzCH.
 - 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 resource center is a one-stop hub for human services in the Southwest Valley.
-

PURPOSE:

City Council will consider a request to approve the Financial Assistance Agreement with Arizona Complete Health Arizona, Inc. (AzCH) to receive funds for the operation of the Arizona Complete Health Avondale Resource Center for the next (3) three calendar years 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 2008, the City entered into an agreement with Care1st Health Plan Arizona to operate a resource center with the support of financial sponsorship. The former Old Town Library building was available and, with

relatively minor renovations, was converted into a resource center. The first of its kind in the Southwest Valley, this multifaceted hub for human services was established in 2009 through an innovative public and private partnership between Care1st Health Plan Arizona, the City of Avondale and First Things First. Approximately 61 agencies provide an array of services, including, health insurance enrollment, nutrition services, financial and emergency assistance, rental/ mortgage assistance, utility assistance, parenting and early childhood development classes. Due to growing community needs, the center has moved to a new facility that has significantly increased the size of the previous space. Arizona Complete Health has assumed all programs and services in Maricopa County that Care1st Health Plan of Arizona previously operated. With funding from Arizona Complete Health, Neighborhood and Family Services staff will continue to identify needed human services and recruit agencies which provide the services needed in the community. The creation of the resource center has complimented the revitalization efforts in Historic Avondale and has attracted other human services funding, specifically from First Things First.

DISCUSSION:

In response to the rising costs of goods and services, NFS staff have negotiated with AzCH to secure an annual increase in funding by 3% each year for the next (3) three calendar years. The information listed below is a summary of how the financial support will be utilized.

Funding from AzCH will provide:

- Support the salary of the Resource Center Coordinator, who is a City employee and is responsible for the day-to-day center operations
- Staff training and professional development
- Special event supplies, equipment and services
- General office supplies, meeting supplies, postage, printing, risk management, repair and maintenance of equipment, IT replacement charges
- Three full-time staff members who will be City employees and will serve in a reception/clerical capacity and be supervised by the Family Services Manager and Resource Center Coordinator.

Joint City of Avondale and AzCH Responsibilities:

- Work together to provide a comprehensive marketing plan to create awareness for residents in the Southwest Valley of the services provided in the resource center.
- Work together to provide an evaluation plan which will provide both AzCH and the City with accurate, timely, and comprehensive evaluation data.

BUDGET IMPACT:

Arizona Complete Health Arizona, Inc. (AzCH) will provide funding in the amount of \$350,642 for calendar year 2024. Each following year, the funding amount for the City will be increased by 3% from the preceding year's amount. For calendar year 2025 the funding amount should not exceed \$361,161 and for calendar year 2026 the funding amount should not exceed \$371,966. Any necessary appropriations will come from the Grant Contingency.

RECOMMENDATION:

Staff recommends that the City Council approve the Third Amendment to the Financial Assistance Agreement with Arizona Complete Health to receive funds for the operation of the Arizona Complete Health Avondale Resource Center for the next (3) three calendar years; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

Contact person for document distribution: Jerie Guajardo

**THIRD AMENDMENT
TO
FINANCIAL ASSISTANCE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HEALTH NET OF ARIZONA, INC.
D/B/A
ARIZONA COMPLETE HEALTH**

THIS THIRD AMENDMENT TO THE FINANCIAL ASSISTANCE AGREEMENT (this “Third Amendment”) is entered into as of December 18, 2023, between the City of Avondale, an Arizona municipal corporation (the “City”), and Health Net of Arizona, Inc., an Arizona corporation d/b/a Arizona Complete Health (the “Provider”). The City and Provider are also referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

A. The City and the Provider entered into a Financial Assistance Agreement (the “Agreement”), dated February 16, 2021, for the Provider to provide funding to the City in support of the City’s human and housing services resource center (the “Funding”). All capitalized terms not otherwise defined in this Third Amendment have the same meanings as set forth in the Agreement.

B. The City and the Provider entered into a First Amendment to the Financial Assistance Agreement, dated December 28, 2021, to increase the amount of funding by \$11,125.48.

C. The City and the Provider entered into a Second Amendment to the Financial Assistance Agreement, dated December 13, 2022, to extend the term of the Agreement.

B. The City and the Provider desire to enter into this Third Amendment to extend the term of the Agreement and increase the amount of funding by 3% annually.

AGREEMENT

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

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

2. Term. The term of the Agreement shall be extended until December 31, 2026, and may be renewed as set forth in Section 4.2 of the Agreement.

3. Compensation. For the year 2024, the Provider shall provide to the City Funding in an amount not to exceed \$350,642.52. Each following year, total Funding amount to the City shall be increased by 3% of the preceding year's Funding amount. For clarity, if the Funding provided for the year 2024 is \$350,642.52, the Funding for 2025 shall be an amount not to exceed \$361,161.79. The Funding shall be disbursed to the City in two equal installments to be paid before January 1 and July 1 of each year.

4. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect. Terms as defined in the Agreement shall have the same meaning when referred to in this Third Amendment.

5. Non-Default. By executing this Third Amendment, the Provider affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this Third Amendment, under any of the terms or conditions of the Agreement and (ii) any and all Provider claims, known and unknown, relating to the Agreement and existing on or before the date of this Third Amendment are forever waived.

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

7. Counterparts. This Third Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Ron Corbin, City Manager

ATTEST:

Marcella Carrillo, City Clerk

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Provider”

Health Net of Arizona, Inc. d/b/a Arizona Complete Health,
an Arizona corporation

By:_____

Name:_____

Title:_____

ITEM NUMBER: 3.g.

SUBJECT: Resolution 1081-1223 - Intergovernmental Agreement between the City of Avondale, the City of Buckeye, the City of Goodyear, and the Maricopa County Sheriff's Office for the shared management and use of the Southwest Family Advocacy Center

MEETING DATE: 12/18/2023

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

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

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

STRATEGIC PLAN:

- Public Health and Safety – The IGA between the partnering agencies of the Southwest Family Advocacy Center (the City of Avondale, the City of Buckeye, the City of Goodyear, and the Maricopa County Sheriff's Office) permits shared management and use of the Center's facilities to provide services to victims of child physical and sexual abuse.
-

PURPOSE:

City Council will consider a request to adopt Resolution 1081-1223 authorizing an Intergovernmental Agreement (IGA) between the partnering agencies of the Southwest Family Advocacy Center that permits the management and the shared use of the Center's facilities to provide services to victims of child physical and sexual abuse and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Since 2006, the partnering agencies of the Southwest Family Advocacy Center have participated in an IGA that permits shared management and use of the Center's facilities to provide services to victims of child physical and sexual abuse. This collaboration between the partnering agencies provides a multidisciplinary team approach to issues affecting child abuse victims of the Southwest Valley.

DISCUSSION:

The IGA between the partnering agencies is for the collaborative management and use of the Southwest Family Advocacy Center, located at 2333 N. Pebble Creek Parkway, Suite A-200, Goodyear, AZ 85395. The term for this IGA shall remain in effect until June 30, 2026, unless it is terminated according to the terms and conditions of this agreement.

BUDGET IMPACT:

Funding for the operations of the Southwest Family Advocacy Center is included in the City's annual budget and the cost is equally split between the partnering agencies.

RECOMMENDATION:

Staff recommends City Council adopt a Resolution authorizing an IGA between the partnering agencies of Southwest Family Advocacy Center that permits the management and the shared use of the Center's facilities to provide services to victims of child physical and sexual abuse and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Memo Espinoza, Chief of Police

RESOLUTION NO. 1081-1223

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONGST THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF GOODYEAR AND THE MARICOPA COUNTY, ARIZONA ACTING THROUGH THE MARICOPA COUNTY SHERIFF'S OFFICE RELATING TO PROVIDING INTEGRATED SERVICES TO CHILDREN AND FAMILIES.

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

SECTION 1. The Intergovernmental Agreement amongst the City of Avondale, the City of Buckeye, the City of Goodyear and Maricopa County, Arizona acting through the Maricopa County Sheriff's Office, Arizona relating to providing integrated services to children and families (the "Agreement") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 18, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1081-1223

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF GOODYEAR
AND THE MARICOPA COUNTY ACTING THROUGH THE MARICOPA COUNTY
SHERIFF'S OFFICE**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into on the date of the last signature below, by and between the City of Avondale, an Arizona municipal corporation ("Avondale"), the Town of Buckeye, an Arizona municipal corporation ("Buckeye"), the City of Goodyear, an Arizona municipal corporation ("Goodyear") and Maricopa County, Arizona, an Arizona municipal corporation, acting by and through the Maricopa County Sheriff's Office ("Maricopa") (each referred to individually as a "Partnering Agency" and collectively identified as the " Partnering Agencies") to provide integrated services to children and families.

RECITALS

WHEREAS, the Partnering Agencies have authority to enter into the Agreement pursuant to ARIZ.REV. STAT.§ 11-952.

WHEREAS, the Partnering Agencies have entered into past Intergovernmental Agreements and amendments concerning the operation of a domestic violence victim advocacy center located at 2333 N. Pebble Creek Parkway, Suite A-200, Goodyear, Arizona (the "Center") for the provision of services to and for child and adult victims of physical abuse, sexual abuse and domestic violence.

WHEREAS, pursuant to past Intergovernmental Agreements and amendments, the Partnering Agencies agreed that Avondale shall be the day-to-day manager of the Center. As the day-to-day manager, Avondale shall be responsible for office and facility related concerns.

WHEREAS, the Partnering Agencies desire to continue the shared use and operation of the Center to provide on-site agency collaboration through the use of multi-disciplinary team approach for the prevention, investigation, assessment, protection, treatment and referral for prosecution of matters related to the sexual and physical abuse of children and adults including domestic violence matters (the "Services).

AGREEMENT

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

1. Purpose & Intent of Agreement.

- 1.1. The Partnering Agencies intend to provide on-site agency collaboration related to the Services at the Center.
- 1.2. This Agreement provides for the operation and funding of the Center and supersedes all agreements previously entered into for the operation of the Center.
- 1.3. Avondale shall act as the overall day-to-day manager of the Center subject to the guidance of the Steering Committee (as defined in section 2 below).

2. Center Governance and Operations.

- 2.1. **Steering Committee.** The established Steering Committee shall serve as the governing body of the Center. The Steering Committee shall consist of the Avondale Police Chief, the Buckeye Police Chief, the Goodyear Police Chief and the Maricopa County Sheriff's Office Bureau Chief (the "Steering Committee").
- 2.2. **Chairperson.** During FY 2023-24, the Avondale Police Chief shall serve as chairman of the Steering Committee. Thereafter, at the first meeting of each fiscal year (July 1 through June 30), the Steering Committee chairperson position shall rotate among the partners (Buckeye, Goodyear, Maricopa and Avondale, in that order).
- 2.3. **Responsibilities.** As the governing body of the Center, the Steering Committee shall (1) review and approve any capital improvement plan for the Center, (2) review and approve the annual Center Operation and Maintenance Budget for the period July 1 through June 30 or portion thereof for each year of operation, by February 1st for the following fiscal year, (3) review and approve the Center Operations Manual, and any amendments thereto, and (4) conduct all other duties and responsibilities necessary for the operation of the Center.
- 2.4. **Meetings.** The Steering Committee will meet as necessary, but not less than quarterly. Meetings will be scheduled on not less than 30 days' written notice to each Partnering Agency, except upon consent of all the members of the Steering Committee. The Center Director will attend Steering Committee meetings as a non-voting member. Steering Committee members may appoint alternates who may attend Steering Committee meetings but who shall not have a vote except in the absence of the respective Steering Committee member. The Center Director shall develop the meeting agenda, preside at and conduct all meetings of the Steering Committee. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the Steering Committee members.
- 2.5. **Voting Authority.** Members of the Steering Committee shall vote on all items based on one vote per Steering Committee member. Except in the case of a tie, in which the Steering Committee Chairman will have two votes. In the case of the absence of a Steering Committee member, an appointed alternate shall have the right to vote on behalf of the respective Partnering Agency. A Steering Committee member may not designate another Steering Committee member to be his/her proxy for voting purposes. Before any action or decision of the Steering Committee is taken or made, the members

- present shall have the opportunity to discuss their respective Partnering Agency's positions or opinions on matters before the Steering Committee.
- 2.6. Center Director.** The "Center Director" shall be an Avondale employee, appointed by and serving at the pleasure of the Avondale City Manager, as provided herein. The Center Director's salary and benefits shall be paid for out of the Center Operations and Maintenance Budget. The members of the Steering Committee will participate in the selection process of the Center Director and will make a recommendation to the Avondale City Manager regarding selection of the Center Director. After considering recommendations from the Steering Committee members participating in the selection process, the Avondale City Manager will select the Center Director. The Steering Committee may make recommendations to Avondale regarding the Center Director's performance at the time when Avondale is preparing to conduct the Center Director's evaluation. Avondale agrees to consider the Steering Committee's recommendations in conducting the Center Director's performance evaluation and, in addition, Avondale may use additional criteria in evaluating the Center Director's performance for the year. If the Center Director's position becomes vacant while this Agreement is in effect, Avondale agrees to provide an interim Center Director and to recruit and select a new Center Director as outlined herein. All cost for recruitment and selection for the position of Center Director shall be paid for by the Center Operation and Maintenance Budget.
- 2.7. Responsibilities.** The Center Director will be primarily responsible for implementing the decisions of the Steering Committee and for overseeing the day-to-day operations of the Center. Through the Steering Committee's annual review and approval of the annual budget for the Center, the Steering Committee will establish priorities for the Center Director for the upcoming year as they relate to the Center.
- 2.8. Center Operations.** Avondale, acting by and through the Center Director shall serve as the day-to-day manager of the Center. The Center Director shall have the responsibility to maintain the Center in good condition and repair as outlined in the lease agreement and for overseeing the maintenance and repair of the Center by the property owner. Avondale shall develop facility management contracts with vendors and oversee the procurement of emergency repairs for the Center, as required. Emergency repairs will be defined as those repairs that are immediately necessary to protect buildings, facilities and grounds from further damage and to keep the Center functional. The Center Director along with the Avondale Police Department Budget Manager shall establish and maintain accounts and records, including personnel, property, financial, project management, and other records as required by Avondale and consistent with generally accepted accounting principles to ensure proper accounting for all ongoing operating and maintenance costs.
- 2.9. Operations Manual.** The Center Director will continue to maintain and update, subject to the Steering Committee's approval, the Center Operations Manual to address matters relating to (1) scheduling procedures, (2) policies, procedures and practices for day-to-day (or otherwise necessary and beneficial to the) operations of the Center, (3) the staffing and organizational structure of the Center, (4) policies, procedures, practices,

terms and rental fees, if any, for use of the Center by non-participating agencies,(5) Partnering Agency responsibilities when using the Center, (6) general guidance for the Center Director's professional operation and management of the Center and (7) any other matters deemed necessary or beneficial by the Center Director and Steering Committee.

- 2.10. Quarterly Reports.** The Center Director shall provide each Partnering Agency with a quarterly update outlining each Partnering Agency's usage for the quarter and cumulative total for the current year. The quarterly update shall include usage from Partnering and non-partnering agencies, as well as information related to the administration, leadership, budget, donations, personnel, training and community outreach conducted during the quarter. Quarterly updates shall be presented to the Steering Committee for approval.

3. Finances and Budget.

- 3.1.** Each Partnering Agency shall contribute toward the annual operating, maintenance and repair cost of the Center ("O&M Costs") in equal shares, as more fully set forth herein.
- 3.2.** The Center Director and the Avondale Police Department Budget Manager will develop an estimated annual Center operations and maintenance budget for review by the Partnering Agencies by November 15th of each year. The Steering Committee shall adopt and approve a final operations and maintenance budget for the following fiscal year, no later than February 1st of the current fiscal year. The operations and maintenance budget shall include all annual operating, maintenance, and repair costs for the Center, including, but not limited to, (1) authorized personnel salaries and benefits, (2) services and supplies including, but not necessarily limited to, utilities, office supplies, maintenance supplies, contractual services, (3) expenditures related to repair and maintenance of the Center facility, (4) liability insurance as set forth in this agreement and (5) all other expenditures approved by the Steering Committee.

4. Partnering Agency Obligations.

- 4.1.** Each Partnering Agency shall bear, at its own expense, the operating, repair, and maintenance costs incurred solely for the benefit of each respective Partnering Agency (i.e., Partnering Agency provided office furniture and equipment used by the respective Partnering Agency). Each Partnering Agency will acquire, hold or dispose of the personal property housed at the Center and necessary to operate its respective portion of the Center (i.e., computers, printers, etc.).

5. Center Fund.

- 5.1.** All Center accounts are subject to oversight and control of the Steering Committee. Avondale will administer the financial activities of the Center as a revenue fund (the "Center Fund") in accordance with generally accepted accounting principles. All monies received by the Center, including each Partnering Agencies' proportionate share

of the O&M Costs, shall be deposited into the Center Fund. Expenditures from the Center Fund over \$5,000 require the approval of the Steering Committee. The Center Fund will receive and separately account for all income belonging to the Center, including outside rental income, if any. All monies not expended in the Center Fund will remain the property of the Center Fund and roll forward into the next fiscal year for expenditure in accordance with the provisions herein. Any interest earned on the monies in the Center Fund, after deducting applicable bank charges, must be credited to the Center Fund. Nothing in this Agreement will act as an abrogation of the budgeting and appropriation authority of the legislative and/or governing bodies of the respective Partnering Agencies.

6. Joint Use Purchases.

- 6.1.** All property items (i.e. furniture, equipment, supplies and furnishings) authorized by the Steering Committee to be jointly purchased for use by the Partnering Agencies shall be considered "Joint Use Items."
- 6.2.** The cost for Joint Use Items shall be shared equally by the Partnering Agencies and shall be paid for out of the Center Fund.
- 6.3.** All Joint Use Items shall be considered property of the Center and shall not be removed from the Center by a Partnering Agency. Avondale, as the day-to-day operator of the Center, shall not dispose of or otherwise convert any such Joint Use Items without the consent of the Steering Committee.
- 6.4.** Subject to the termination provisions set forth in Section 18 below, all Joint Use Items shall be held by Avondale for the benefit of and use by all Partnering Agencies.

7. Reimbursement.

- 7.1.** Each Partnering Agency shall reimburse the Center for the costs of repair of damage to the Center beyond ordinary wear and tear, caused by the Partnering Agency.
- 7.2.** The Center Director shall (1) determine the costs of repair and a preliminary determination as to whether such repairs are beyond ordinary wear and tear and (2) report such determinations to the Steering Committee, which shall be the final decision maker as to whether the costs are to be assessed to a Partnering Agency.
- 7.3.** If the Steering Committee disagrees with the Center Director's determination, the costs shall be paid from the Center Fund.
- 7.4.** This provision does not apply to claims covered under any property coverage or insurance.

8. Utilities; Telephone Service.

- 8.1.** Each party to the Agreement shall pay its pro rata share of all reasonable charges for water, natural gas and electricity consumed at the Center.

9. Invoices.

- 9.1.** Avondale, acting by and through the Center Director, shall invoice each Partnering Agency at least annually for its proportionate share of O&M Costs, by July 30th for each following fiscal year.
- 9.2.** For purposes of municipal budgeting and planning purposes, an estimate of the proportionate share for the following fiscal year will be provided to each Partnering Agency not later than February 1st of each year.

10. Term.

- 10.1.** This Agreement shall remain in full force and effect from July 1, 2023 through June 30, 2026 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for three successive three-year terms (each a "Renewal Term") thereafter until the Partnering Agencies terminate this Agreement pursuant to the terms and conditions contained herein. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

11. Indemnification.

- 11.1.** To the extent permitted by law, each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party and its officials, officers, employees, volunteers and agents (collectively, "Indemnitees") 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 are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the Parties to this Agreement that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages.
- 11.2.** These obligations shall survive termination of this Agreement.
- 11.3.** In the event of any lawsuit that names the Center or more than one Partnering Agency as a defendant ("Defendant Party" or "Defendant Parties"), the Defendant Parties shall seek to secure an allocation of comparative negligence among themselves where appropriate and each Defendant Party shall provide contribution to each other Defendant Party to the extent of the comparative allocation.

12. Insurance.

- 12.1.** Each Party agrees to procure and maintain for the duration of the Agreement, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Agreement.
- 12.2.** The insurance requirements contained in this Agreement are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. The Agencies in no way warrant that the minimum limits are sufficient to protect the Parties from liabilities that might arise out of this Agreement. The Parties are free to purchase additional insurance as they deem necessary.
- 12.3.** Minimum Scope and Limits of Insurance. Each Party shall provide coverage with limits of liability not less than those stated below:
 - Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.
 - General Aggregate \$2,000,000
 - Each Occurrence \$1,000,000
- 12.4.** Workers' Compensation Insurance. Each Party shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over each Agencies employees engaged in the performance of work or services under this Agreement and shall also maintain Employers' Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.
- 12.5.** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits without ten (10) business days' written notice from the insurer to the Agencies. Notice shall be mailed directly to the Agencies and shall be sent by certified mail, return receipt requested.
- 12.6.** Acceptability of Insurers: Insurance coverage must be provided by an insurance company admitted to do business in Arizona and rated A-VII or better by AM Best's Insurance Rating or by a risk retention pool authorized pursuant to ARIZ. REV. STAT. § 11-952.01.
- 12.7.** A party to this Agreement that is self-insured shall provide a Certificate of Self-Insurance showing no less than the minimum CGL and Workers' Compensation limits listed in this section.

13. Workers' Compensation.

- 13.1.** The Partnering Agencies agree that they are not joint employers for the purpose of workers' compensation coverage and that any Partnering Agency employee assigned to the Center shall remain an employee of such Partnering Agency.
- 13.2.** To the extent that employees of one Partnering Agency perform duties on behalf of another Partnering Agency, such employee shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws.

- 13.3.** The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Partnering Agency shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022.

14. Non-Discrimination.

- 14.1.** All parties to the Agreement shall comply with Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act.
- 14.2.** All parties to the Agreement shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

15. Applicable Law; Venue; Arbitration.

- 15.1.** In the performance of the Agreement, all parties to the Agreement shall abide by and conform to any and all laws of the United States and State of Arizona including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement.
- 15.2.** The Agreement shall be governed by the laws of the State of Arizona and suit pertaining to the Agreement may be brought only in courts in the State of Arizona.
- 15.3.** The parties to the Agreement agree to resolve all disputes arising out of or relating to the Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARIZ. REV. STAT. § 12-1518.

16. Relationship of the Parties.

- 16.1.** This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the right and obligations of the Parties shall be only those expressly set forth in this Agreement.
- 16.2.** All parties to the Agreement shall act in their individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other. All parties shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement.
- 16.3.** This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein.
- 16.4.** This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.
- 16.5.** Each party shall have total responsibility for their respective employees for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational

disease compensation, unemployment compensation, other employee benefits, all taxes and premiums appurtenant, and automobile insurance thereto concerning such individuals and shall save and hold the other parties harmless with respect thereto.

17. Integration; Amendment.

- 17.1.** The Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, and no additional representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
- 17.2.** The Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Avondale, Buckeye, Goodyear and Maricopa.

18. Termination of Agreement; Conflict of Interest.

- 18.1.** Any Partnering Agency may withdraw from this Agreement with or without cause by giving thirty (30) calendar days written notice to the other Agencies.
- 18.2.** The Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. Either party may cancel the Agreement without penalty or further obligations by the party or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the party or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

19. Continuation Subject to Appropriation.

- 19.1.** The performance by all parties to the Agreement of its obligations under the Agreement is subject to actual availability of funds appropriated by each party for such purposes. All parties to the Agreement shall be the sole judge and authority in determining the availability of funds under the Agreement and each party shall keep the other parties fully informed as to the availability of funds for its obligations.
- 19.2.** The obligation of each party to fund any obligation pursuant to the Agreement is a current expense of such party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the party.
- 19.3.** If the governing body of Avondale, Buckeye, Goodyear or Maricopa fails to appropriate money sufficient to meet its obligations as set forth in the Agreement during any immediately succeeding fiscal year, the Agreement shall terminate at the end of then-current fiscal year and all parties to the Agreement shall thereafter be relieved of any subsequent obligation under the Agreement.

20. Attorneys' Fees.

20.1. In the event legal action is brought or an attorney is retained by any party to the Agreement to enforce the terms of the Agreement or to collect any monies due hereunder, or to collect money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court cost of investigation and other related expenses incurred in connection therewith.

21. Arbitration.

21.1. The parties to the Agreement agree to resolve all disputes arising out of or relating to the Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARIZ. REV. STAT. § 12-1518, except as may be required by other applicable statutes.

22. Notices and Requests.

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

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

If to Buckeye:
City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85326
Attn: City Manager

If to Goodyear:
1900 N. Civic Square
Goodyear, AZ 85395
Attn: City Manager

If to the Maricopa County Sheriff's Office:
550 W. Jackson Street

Phoenix, AZ 85003
Attn: Chief Financial Office

23. Records.

- 23.1.** All books, accounts, reports, files and other records of either party relating to the Agreement, or the work done under the Agreement shall be subject at all reasonable times to inspection and audit by all parties to the Agreement. Such records shall be available for inspection upon five business days' notice to the Center's day-to-day manager.

24. Miscellaneous

- 24.1.** Severability. If any provision of the Agreement is declared void or unenforceable, such provision shall be deemed severed from the Agreement, which shall otherwise remain in full force and effect.
- 24.2.** No Assignment. Neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.
- 24.3.** Waiver. Failure of any party to exercise any right or option arising out of a breach of the Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.
- 24.4.** Captions. Captions and section headings used herein are for convenience only and are not a part of the Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant to construing the Agreement.
- 24.5.** Immigration Laws. By entering into the Agreement, all parties to the Agreement warrant compliance with applicable State and Federal immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect through the term of the Agreement.

25. Counterparts.

- 25.1.** The Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof. Faxed, copied, electronic and scanned signatures are acceptable as original signatures.

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

IN WITNESS WHEREOF, all Parties to the Agreement hereto have executed the Agreement on the dates set forth below.

“Avondale”

CITY OF AVONDALE, an Arizona
municipal corporation

Ron Corbin, City Manager

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

CERTIFICATION BY LEGAL COUNSEL

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

Nicholle Harris, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Buckeye”

CITY OF BUCKEYE, an Arizona
municipal corporation

Daniel Cotterman, City Manager

Date: _____

ATTEST:

Buckeye City Clerk

CERTIFICATION BY LEGAL COUNSEL

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

K. Scott McCoy, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Goodyear”

CITY OF GOODYEAR, an Arizona
municipal corporation

Wynette Reed, City Manager

Date: _____

ATTEST:

Darcie McCracken, City Clerk

CERTIFICATION BY LEGAL COUNSEL

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

Roric V. Massey, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Maricopa”

COUNTY OF MARICOPA, ARIZONA, an Arizona
municipal corporation

Clint Hickman, Chairman, Board of Supervisors

Date: _____

ATTEST:

Juanita Garza, Clerk of the Board

CERTIFICATION BY LEGAL COUNSEL

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

County Attorney

ITEM NUMBER: 3.h.

SUBJECT: Resolution 1082-1223 - Acceptance of a Community Service Block Grant from Maricopa County

MEETING DATE: 12/18/2023

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood and Family Services Director

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:

- Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government by expanding shelter options for families and increasing services available.
-

PURPOSE:

City Council will consider a request to: (a) adopt Resolution 1082-1223, authorizing the acceptance of the Grant in an amount not to exceed \$62,500.00; (b) approve the execution of a subrecipient agreement with Maricopa County relating to acceptance and administration of the Grant; and (c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In January 2023, A New Leaf was awarded a contract for \$62,500 to fund a position to provide Family Navigation Services for Avondale families experiencing homelessness.

On August 21, 2023, the City Council approved a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Maricopa County Human Services Department to continue Family Housing Navigation Services through a \$62,500 agreement to A New Leaf, replacing a previous agreement and ensuring services through December 2024.

DISCUSSION:

Staff seek to enter into a new agreement with the Maricopa County Human Services Department that will provide important funding for the City's work to serve those experiencing homelessness and expand services specifically for families experiencing homelessness. The funding provided by the Maricopa County Human Services Department will allow the City of Avondale - Neighborhood and Family Services Department to add

the following elements of homeless services:

- Caseworker - The agreement will provide \$21,379 to support a part-time caseworker for families experiencing homelessness. This position will support the full-time Family Housing Navigator already in place.
- Temporary Safe Shelter for Families - The agreement will provide \$41,121 for safe temporary housing in the form of hotel and motel vouchers.

The County shall provide funding to the City of Avondale for service delivery. The funding for services shall be on a reimbursement basis to the City.

BUDGET IMPACT:

The total funding provided by Maricopa County for FY24 is \$62,500 to provide case management and safe temporary shelter for families experiencing homelessness in Avondale. A grant match is required and will be satisfied by leveraging existing Homeless Services personnel costs. This item was not included in the FY2024 adopted budget and appropriation for this IGA will be transferred from the unanticipated revenue line item.

RECOMMENDATION:

Staff recommends City Council adopt a resolution to accept Community Service Block Grant Funding to assist with the City's temporary shelter service initiative through partnership with A New Leaf and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

Contact person for document distribution: Brian Planty

RESOLUTION NO. 1082-1223

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A COMMUNITY SERVICE BLOCK GRANT FROM MARICOPA COUNTY RELATING TO THE CITY'S TEMPORARY SHELTER SERVICES INITIATIVE.

WHEREAS, Maricopa County, Arizona (the "County"), has awarded the City of Avondale (the "City") a Community Services Block Grant in the amount of \$62,500 (the "Grant"), with a City match of \$35,389, to assist with the City's Temporary Shelter Services Initiative; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to accept the Grant.

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 authorizes (i) the acceptance of the Grant in an amount not to exceed \$62,500.00; (ii) the expenditure of a City match in an amount not to exceed \$35,389; and (iii) the execution of a subrecipient agreement between the County and the City relating to acceptance and administration of the Grant (the "Agreement") in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit the Agreement and any other necessary or desirable instruments in connection with the Grant and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
December 18, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1082-1223

[Agreement]

See following pages.



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

Agreement Number: _____
Agreement Amount: \$62,500
Agreement Start Date: December 1, 2023
Agreement Termination Date: June 30, 2024
Unique Entity ID: GDTNM5BLN9Y4

1.0 PARTIES

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

2.0 PURPOSE

Through this Agreement the County seeks to support the City's Temporary Shelter Services Initiative (the "Initiative") to provide a long-term case management program with emphasis on addressing housing instability for families experiencing homelessness, in the Avondale area. The County shall provide Subrecipient with Community Service Block Grant (CSBG) funds for Initiative activities.

3.0 TERM OF AGREEMENT

- 3.1 The term of this Agreement is from December 1, 2023, through June 30, 2024.
- 3.2 This Agreement may be extended, with the condition the Subrecipient is in compliance with the terms and conditions of this Agreement. Extensions shall be processed as identified in section 4.0 (Amendment).
- 3.3 This Agreement shall be effective upon approval and signature by both Parties.

4.0 AMENDMENTS

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

5.0 ADMINISTRATIVE CHANGE ORDERS

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

6.0 FUNDING

The County shall provide the Subrecipient with \$62,500 in CSBG Funds under Assistance Listing Number (ALN) 93.569 provided to the County through an Intergovernmental Agreement with Arizona Department of Economic Security (ADES). See attached Operating Budget.

7.0 AVAILABILITY OF FUNDS

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

8.0 SUBRECIPIENT RESPONSIBILITIES

- 8.1 Temporary Shelter Services:
- 8.1.1 Provide case management services to include but not limited to:
 - 8.1.1.1 Identification of immediate needs
 - 8.1.1.2 Access to low-barrier shelter in the form of hotel and/or motel accommodations
 - 8.1.1.3 Connection to community resources
 - 8.1.1.4 Increase food security
 - 8.1.2 Achieve the following program outcomes:

- 8.1.2.1 Supportive Services Coordination for 80 Individuals/ 40 households
 - 8.1.2.2 Provide safe temporary shelter for 40 individuals/ 20 households
 - 8.1.3 Conduct follow-up contact with clients at intervals of 3 months, 6 months, and 9 months following receipt of program services, to assess for the attainment of program outcomes and the need for referrals to other program services.
 - 8.1.4 Ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.
- 8.2 Reporting Requirements
 - 8.2.1 Subrecipient shall submit programmatic reports to MCHSD as listed below:
 - 8.2.1.1 Results Oriented Management and Accountability (ROMA/ROMA Next Gen) Report no later than the 10th business day after the end of each quarter of the fiscal year, to include the following information:
 - 8.2.1.1.1 Unduplicated number of individuals and households served
 - 8.2.1.1.2 Unduplicated number of individuals and households that attained program outcomes
 - 8.2.2 The County reserves the right to add, remove, or revise reporting requirements to meet program goals.
 - 8.2.3 Failure to submit required reports in the designated timeframe listed may result:
 - 8.2.3.1 in a forfeiture of payment, if not submitted by the forty-fifth (45th) calendar days following the end of a month.
 - 8.2.3.2 in a forfeiture of final payment, if final program report is not submitted within the designated time period, determined by MCHSD following the Contract term.
- 8.3 Staff Requirements
 - 8.3.1 The Subrecipient shall:
 - 8.3.1.1 Maintain documentation indicating key staff have received appropriate training or hold appropriate certification/licensure in accordance with roles, responsibilities, and job descriptions.
 - 8.3.1.2 Comply, and assures that its employees and subcontractors comply with all applicable licensing standards, accrediting standards, and any other standards or criteria which any governmental entity requires of Subrecipient or its subcontractors to deliver services pursuant to this Agreement. County shall not be required to reimburse Subrecipient for any services performed when Subrecipient or its employees or subcontractors are not in compliance with applicable licensing, certifying, or accrediting standards. If licensure, certification, or accreditation expires or is revoked, Subrecipient agrees to notify County immediately thereof.
 - 8.3.1.3 Ensure that staff and volunteers do not have any conflicts of interest in the provision of services and management of programs.

- 8.3.1.4 Provide staff and volunteers with supervision, equipment, materials, and supplies necessary to perform contracted services.
- 8.3.1.5 Ensure staff and/or volunteers do not provide direct services to clients unless appropriate background checks and fingerprint clearance have been completed with satisfactory results.
- 8.3.1.6 Maintain the Central Registry Background Check and Fingerprint Clearance results and any related forms or documents in a confidential file for five years after termination of the contract. Upon request, the Contractor shall make available valid background check information to County.
- 8.3.1.7 Ensure procedures are in place if staff/volunteer background or fingerprint clearance results are unsatisfactory.

8.4 Safeguarding Of Participant/ Client Information

- 8.4.1 Subrecipient 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 the County, Arizona Department of Economic Security, and to the Attorney's General's Office as required by the terms of this contract, by law or upon their request.
- 8.4.2 Subrecipient shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 et. seq., the County will advise the Contractor as to applicable policies and procedures adopted for compliance.

8.5 Child Support Services

Subrecipient shall have a process to ensure that custodial parents in single-parent families must be informed of the availability of child support services, and eligible parents must be referred to the child support offices of State and local governments.

8.6 Grievance Procedures

Subrecipient shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the Subrecipient's work under the Contract. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the Department if the grievance is not satisfied at the Subrecipient's level.

9.0 **COMPENSATION**

- 9.1 Subrecipient shall adhere to the regulations issued in the federal Community Services Block Grant Act, 42 U.S.C. § 9901, 2 CFR 200, along with other federal, state, and local rules and regulations.
- 9.2 Administrative expenses shall not exceed 10% of the total award or the Subrecipient's negotiated Federal Administrative Rate.
- 9.3 Funds shall not be used to purchase or improve land.
- 9.4 Funds shall not be used to purchase, construct, or permanently improve a building or other facility.
- 9.5 The Agreement is on a cost reimbursement basis.
- 9.6 Subrecipient shall submit monthly invoices to the County for all costs related to this Project:
 - 9.6.1 By the 15th calendar day of the month after month close out.

- 9.6.2 For costs incurred for the fiscal year, no later than the 30th of July.
- 9.7 Final Reimbursement Upon Agreement Termination.
- 9.7.1 The Subrecipient shall submit the final reimbursement request no later than 30 calendar days after the termination date. except as noted immediately below:
- 9.7.2 If the termination date is between June 10 and June 30, then the final reimbursement request shall be submitted by July 10th.
- 9.8 If final reimbursement request not received within 45 days following the termination date may result in forfeiture of payment.

10.0 METHOD OF PAYMENT

- 10.1 The Subrecipient shall submit invoices for project activities to hsdfinance@maricopa.gov.
- 10.2 Payment by the County is not to be construed as final in the event that ADES disallows payment for the activity or any portion thereof.
- 10.3 The County shall reimburse the Subrecipient on a net 0 payments standard.

11.0 DISALLOWED COSTS

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

12.0 TERMINATION

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

performance under the Agreement unless expressly stated herein as an obligation that survives termination.

- 12.3 The County may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement or if the Subrecipient fails to maintain a good-faith effort to carry out the purpose of this Agreement.

13.0 NOTICES

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

Subrecipient:	Maricopa County
City of Avondale	Human Services Department
Neighborhood & Family Services Director	Cathy Chiang, Assistant Director
Christopher Lopez	Community Services Division
(623) 333-2711	(602) 506-4206
clopez@avondaleaz.gov	Cathy.Chiang@maricopa.gov
995 E. Riley Dr	234 N. Central Avenue 3rd Floor
Avondale, AZ 85323	Phoenix, AZ 85004

14.0 EMPLOYMENT DISCLAIMER

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

15.0 GENERAL REQUIREMENTS

- 15.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations of CSBG. Any lawsuit arising out of this Agreement shall be brought in the superior court of Maricopa County, Arizona.
- 15.2 The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under

this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.

- 15.3 The Subrecipient shall comply with the regulations prohibiting a conflict of interest. The Subrecipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in Subrecipient's organization or with which the Subrecipient (or any of its directors, officers, owners, trust certificate holders, or a relative thereof) has a substantial interest, unless the Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval for the payments.
- 15.4 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

16.0 ASSIGNMENT AND SUBCONTRACTING

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

17.0 DISPUTES

- 17.1 Except as otherwise provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, but which shall not exceed ninety (90) calendar days. Disputes which are not resolved in that time period, shall be submitted in accordance with the following formal dispute resolution process.
- 17.2 Notice of the specific grounds of a formal dispute shall be in writing and filed with the County Representative listed in the Notices paragraph, within ten (10) business days from the date the Subrecipient knew or should have known of the basis of the dispute.
- 17.3 The County Representative shall respond in writing to the Subrecipient within fourteen (14) business days. The decision of the County Representative shall be final and conclusive unless, within seven (7) business days after the date the Subrecipient is served with the decision, the Subrecipient files a written notice of appeal with the Human Services Department Director.
- 17.4 The Department Director shall provide the Subrecipient with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.
- 17.5 Pending a final decision of the Director, the Subrecipient shall diligently proceed with its performance of this Agreement in accordance with the County Representative's decision.
- 17.6 In the event the Subrecipient disagrees with the Director's decision, the Subrecipient shall have every existing and future right or remedy available by law or in equity to resolve the dispute.

18.0 SEVERABILITY

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

19.0 STRICT COMPLIANCE

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

20.0 SINGLE AUDIT ACT REQUIREMENTS

The Subrecipient is in receipt of federal funds through the County and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq.*). The Subrecipient shall comply with 2 C.F.R. 200, Subpart F & 45 CFR 75.501, *et seq.* Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The Subrecipient shall take corrective actions within six (6) months of the date of the receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by the County that the Subrecipient is not in compliance with the audit requirements.

21.0 AUDIT DISALLOWANCES

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

22.0 PROPERTY

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

23.0 LIMITATION ON LIABILITY

- 23.1 The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the Subrecipient or any

and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.

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

24.0 GENERAL INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party and its officers, officials, employees, and agents (collectively, "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney and expert fees) (collectively referred to as "Claims") either arising from or related to breach of this Agreement, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions. The obligations under this Section 24 shall survive termination of this Agreement.

25.0 INSURANCE

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

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

26.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

27.0 TECHNICAL ASSISTANCE

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

28.0 STAFF AND VOLUNTEER TRAINING

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

29.0 CLEAN AIR ACT

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

30.0 LOBBYING

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

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

31.0 RELIGIOUS ACTIVITIES

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

32.0 POLITICAL ACTIVITY PROHIBITED

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

33.0 COVENANT AGAINST CONTINGENT FEES

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

34.0 RIGHTS IN DATA

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

35.0 COPYRIGHTS

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

36.0 AGREEMENT COMPLIANCE MONITORING/AUDITING

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

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

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

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

36.2.3 Bonds 2 C.F.R. § 200.304

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

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

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

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

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

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

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

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

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

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

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

37.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS

37.1 The Subrecipient shall, during the term of this Agreement, within fifteen (15) business days from acceptance, inform the Director in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. The Subrecipient's failure to notify the County of any such agreement shall be a breach of this Agreement and the County may immediately terminate this Agreement without liability.

37.2 The Director may request, and Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of all such other agreements or grants, when, in the opinion of the Director, the award of the agreement or grant

may affect the costs being paid or reimbursed under this Agreement, except to the extent prohibited by law.

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

38.0 MINIMUM WAGE REQUIREMENTS

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

39.0 RECOGNITION OF COUNTY SUPPORT

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

40.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS

The Subrecipient, in connection with any services or other activities under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. This includes compliance with all State and Federal laws including 45 C.F.R. §§ 80, 84, 86 & 91. The Subrecipient shall include this clause in all its Subcontracts.

41.0 DISABILITY REQUIREMENTS

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

42.0 EQUAL EMPLOYMENT OPPORTUNITY

- 42.1 The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.
- 42.2 The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 42.3 The Subrecipient shall and shall cause their respective Subcontractors to comply with:
- 42.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.);
- 42.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.);

- 42.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, et seq.);
- 42.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and
- 42.3.5 Arizona Executive Order 2009-09, et seq. as amended, which mandates that all persons shall have equal access to employment opportunities.

43.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

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

44.0 FINANCIAL MANAGEMENT

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

45.0 RETENTION OF RECORDS

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

46.0 ADEQUACY OF RECORDS

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

47.0 IMMIGRATION LAWS AND REGULATIONS

47.1 Federal Immigration and Nationality Act

- 47.1.1 The Subrecipient understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 ("IRCA"). The Subrecipient agrees to comply with the IRCA in performing under this Agreement and to permit the other Party to reasonably inspect personnel records to verify such compliance, to the extent required by law.
- 47.1.2 By entering into this Agreement, the Subrecipient warrant compliance with the Federal Immigration and Nationality Act ("FINA") and all other federal immigration laws and regulations related to the immigration status of its employees. The Subrecipient shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the County upon request. These warranties shall remain in effect through

the term of the Agreement. The Subrecipient and their subcontractors shall also maintain Employment Eligibility Verification forms ("I-9") as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

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

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

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

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

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

48.0 DRUG FREE WORKPLACE ACT

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

49.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

49.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

49.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for: (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under a public transaction; (2) the violation of any federal or State antitrust statutes; or (3) the commission of embezzlement,

- theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
- 49.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 49.1.2 above; and
- 49.1.4 Have not, within a three-year period preceding the Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 49.2 The Subrecipient agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

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

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

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

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

52.0 SURVIVAL

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

53.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

- 53.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
- 53.2 This Agreement may be immediately terminated by a Party if the other Party defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the other Party's ability to perform any of its obligations under this Agreement.
- 53.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, had not been

reimbursed), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:

- 53.3.1 Non-performance of any obligations required by this Agreement.
- 53.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.
- 53.3.3 Unauthorized expenditure of funds.
- 53.3.4 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 et seq.
- 53.3.5 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 53.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Subrecipients, without intent to limit or with restrictions, be subject to the following:
 - 53.4.1 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under this Agreement.
 - 53.4.2 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
- 53.5 The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and/or all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

54.0 ADMINISTRATIVE REQUIREMENTS

- 54.1 Accounting Standards – The Subrecipient agrees to comply with this Agreement and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 54.2 Repayment of Funds – The Subrecipient agrees to repay funds provided under this Agreement for noncompliance with the terms of this Agreement. Repayment shall be in accordance with the terms of this Agreement or the requirement of applicable laws and regulations, including continuing use compliance. The County shall specify in writing, the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or compliance with the alternative terms be complete any later than sixty (60) calendar days following the written determination of noncompliance by the County.
- 54.3 Documentation and Record Keeping - The Subrecipient agrees to comply with this Agreement and the following record keeping requirements:

- 54.3.1 Records to be maintained – The Subrecipient shall maintain all financial records as required by 2 C.F.R. § 200, and OMB Circulars;
- 54.3.2 System for Award Management -The Subrecipient and all subcontractors or subrecipients shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or SAM.gov. Documentation of the UEI Number must be included in all project files.
- 54.3.3 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all requirements have been met. In the event of litigation, a claim, or an audit is begun before the expiration of this retention period, said records shall be retained until all such action or audit findings involving the records have been resolved.
- 54.3.4 Disclosure - The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.
- 54.3.5 Property Records - The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

55.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

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

56.0 FORCE MAJEURE

- 56.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power

or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.

56.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

56.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

57.0 PROVISIONS REQUIRED BY LAW

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

(Signatures are contained on the following page)

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

APPROVED BY:
THE CITY OF AVONDALE

APPROVED BY:
MARICOPA COUNTY

City Manager Date

Clint Hickman Date
Chairman of the Board of Supervisors

Attested to:

Attested to:

City Clerk Date

Juanita Garza, Clerk of the Board Date

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney Date

Deputy County Attorney Date

Exhibit A

City of Avondale Operating Budget - CSBG Service Initiative

Contract Period December 1st, 2023, through June 30th, 2024

Funding

County Funds \$62,500

Cash Match Contributions \$35,389

\$97,889

Budget Category	Direct Cost	Administration Cost	Total Cost
Personnel	\$0	\$35,389	\$35,389
P & O Services	\$60,279	\$2,221	\$62,500
Total Expenses	\$60,279	\$37,610	\$97,889

ITEM NUMBER: 3.i.

SUBJECT: Resolution 1083-1223 - Grant-In-Aid Agreement with Tohono O'odham Nation

MEETING DATE: 12/18/2023

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:

Public Health and Safety

PURPOSE:

City Council will consider a request to: a) adopt Resolution 1083-1223, accepting grant funding from the Tohono O'odham Nation in the amount of \$36,602.10 and authorize and direct staff to take all steps necessary to cause the execution of the Agreement; b) authorize staff to take all steps necessary to carry out the purpose and intent of this Resolution; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Under Proposition 202, the Tohono O'odham Nation makes 12% of their annual gaming revenue available to local governments and non-profit organizations for services that benefit the general public. The Police Department submitted an application to the Tohono O'odham Nation for the funding of specialized simunition materials and equipment. Simunitions are effective training tools that allow police officers to experience the simulated reality of on-the-job encounters, thus helping officers learn to utilize sound judgment and develop decision-making confidence.

DISCUSSION:

City police officers receive 24 weeks of pre-service training, and 10 months of additional training during their probationary first year of service. In addition, all Avondale police officers receive approximately 50 hours of annual training (about 4 times the required amount) in areas such as firearms, defensive tactics, high risk vehicle stops, physical fitness and first aid.

On August 18, 2023, the Police Department received official notification that its proposal had been selected to receive \$36,602.10 for the purchase of simunition training materials and equipment. Funding from the Tohono O'odham Nation will allow the Avondale Police Department to increase the quantity and quality of training it provides for police officers. Violent incidents are increasing in both number and complexity across the nation, thereby making it important to train for a wide variety of scenarios.

On execution of the award agreement, the Nation will issue payment in full to the City. The parties agree that

the City is responsible for disbursing these funds for the purpose outlined in the agreement. The term of the agreement shall become effective when all parties have signed and continue for twelve months unless terminated earlier.

BUDGET IMPACT:

The funding provided by Tohono O'odham Nation will require an expenditure appropriation transfer from the grant contingency account to the Police Department grant budget to provide expenditure authority for the grant.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing the Grant-In-Aid Agreement with the Tohono O'odham Nation in the amount of \$36,602.10 and authorize staff to take the necessary actions to execute the terms of the agreement.

Contact person for document distribution: Stephanie George

RESOLUTION NO. 1083-1223

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, RATIFYING THE ACCEPTANCE OF A PROPOSITION 202
GRANT FROM THE TOHONO O'ODHAM NATION RELATING TO THE
PURCHASE OF SIMULATED AMMUNITION FOR POLICE TRAINING.

WHEREAS, the Tohono O'Odham Nation (the "Nation") has awarded the City of Avondale (the "City") a grant in the amount of \$36,602.10 for Proposition 202 project funding relating to simulated ammunition for police training (the "Grant"); and

WHEREAS, the City was required to accept the Grant by November 30, 2023; and as such, entered into a Grant-in-Aid Agreement with the Nation (the "Agreement") to accept the Grant;

WHEREAS, the Mayor and Council of the City of Avondale ("City Council") desire to accept the Grant and ratify the execution of the Agreement.

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 ratifies (i) the acceptance of the Grant in the amount of \$36,602.10 and (ii) ratifies the execution of the Agreement with the Nation relating to the acceptance and administration of the Grant (the "Agreement") in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit the Agreement and any other necessary or desirable instruments in connection with the Grant and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
December 18, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1083-1223

[Agreement]

See following pages.

**GRANT-IN-AID AGREEMENT
BETWEEN
THE TOHONO O’ODHAM NATION
AND
CITY OF AVONDALE**

THIS GRANT-IN-AID AGREEMENT (“Agreement”) is between the Tohono O’odham Nation, a federally recognized Indian tribe (the “Nation”), and the City of Avondale, a political subdivision of the State of Arizona (“City”).

RECITALS

The Nation desires to convey to City a portion of its annual 12% local revenue-sharing contribution (“Contribution”) to be used by City and City recipients for services that benefit the general public.

The Constitution of the Tohono O’odham Nation, Article VI, Section 1(f) provides that the Tohono O’odham Legislative Council is authorized to negotiate and conclude agreements on behalf of the Nation with Federal, State, and local governments.

The Constitution of the Tohono O’odham Nation Article VII, Section 2(f) provides that the Chairman of the Nation is the official representative of the Nation; and as such, upon passage of a Resolution by the Legislative Council approving of any agreement with Federal, State, and local governments, the Chairman is authorized to sign such agreements on behalf of the Nation.

Under A.R.S. § 5-601.02(H)(4), City may receive monies from the Nation for services identified by the Nation that benefit the general public, including public safety, mitigation of gaming impacts, and promotion of commerce and economic development.

City is authorized by A.R.S. § 11-951 through § 11-954 to enter into agreements for joint or cooperative actions with public agencies.

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

AGREEMENT

- 1. Purpose.** The purpose of this Agreement is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution, as hereinafter defined.
- 2. Contribution.** On execution of this Agreement, the Nation will issue payment to the City in the amount described in Schedule A (the “Contribution”) for the purpose(s) detailed in Schedule A. City will distribute funds directly to the recipients (“Recipients”) listed in Schedules A.

[Type here]

3. Disbursement of Contribution.

- a. Disbursing Contribution and Recordkeeping.** City is responsible for disbursing the Contribution consistent with this Agreement. Within a reasonable time following receipt of the Contribution from the Nation, City shall distribute the Contribution per City policies and procedures governing the disbursement of these funds. City shall keep and maintain records relating to the disbursements and this Agreement.
- b. Post-Disbursement Responsibilities.** When applicable, the parties agree that City will be acting as a conduit for distribution of the Contribution to the Recipients. Upon distribution of the Contribution to the Recipients as identified in Section 2 of this Agreement, the City shall have no further responsibility to the Nation with respect to such funds or the use thereof by the Recipients. Therefore, upon the City's disbursement of the Contribution to a Recipient as provided in Section 2, the Nation shall release the City from any and all claims, demands, debts, liabilities, or obligations that may arise in the event that a Recipient fails to expend the Contribution in accord with Section 2. The Nation further agrees that the City shall have no obligation to reimburse the Nation the amount of the Contribution after the City disburses the Contribution to a Recipient and that the Nation shall look solely to the Recipient for repayment of the Contribution if the Contribution is not used for the intended purposes.

4. Term and Termination.

- a. Effective Date.** This Agreement shall become effective when all parties have signed. The date this Agreement is signed by the last party, as indicated by the date associated with the party's signature, shall be deemed the Effective Date.
- b. Term.** This Agreement shall commence upon the Effective Date and will continue for twelve (12) months unless terminated earlier ("End Date"). The Nation, in its discretion, may approve in writing any request by the City for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.
- c. Termination by Nation.** The Nation may terminate this Agreement with or without cause at any time by providing City fifteen (15) days advance notice in writing. If the Nation terminates this Agreement after City receives the Contribution but before City disbursed the Contribution in accord with Section 2, the Nation shall include in the notice of termination specific instructions regarding disposition of the Contribution.
- d. Termination by City.** All parties acknowledge that this Agreement may be subject to cancellation by City per A.R.S. § 38-511.

5. Money Unclaimed. If City fails to accept the Contribution on or before June 30, 2023, this Agreement will be deemed to have been terminated by City and the Nation will award the Agreement Contribution to another local government entity.

6. Monitoring, Review, and Audit. The Nation may monitor and review the Recipients' use of their portions of the Contribution as well as the Recipients' performance of the projects

funded thereunder, and their compliance with this Agreement, which may include onsite visits to assess the Recipients' governance, management and operations, to discuss the Recipient's programming and finances, and review relevant financial and other records and materials related to the Recipient's use of their portion of the Contribution. In addition, the Nation may conduct audits, including onsite audits, at any time during the term of this Agreement, and within three years after the Contribution has been fully spent by the Recipients. Any onsite visit or audit shall be conducted at the Nation's expense, following prior written notice, during normal business hours, and no more than once during any twelve (12) month period.

7. **Dispute Resolution.** The parties mutually agree that any disputes arising pursuant to this Agreement shall be resolved through informal dispute resolution. For all disputes arising under this Agreement the Nation and City shall first attempt to negotiate a resolution. All disputes that cannot be resolved through informal dispute resolution shall be resolved in the Courts of the Nation, subject to the laws of the Nation.
8. **Notices.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to the Nation:

Verlon M. Jose Chairman
Tohono O'odham Nation
P.O. Box 837
Sells, Arizona 85634
Phone: (520) 383-2028
Fax: (520) 383-3379

and

Executive Counsel
Tohono O'odham Nation
P.O. Box 837
Sells, Arizona 85634
Phone: (520) 383-2028
Fax: 520-383-3379

If to the City:

Daniel Vazquez
Avondale Police Dept.
11485 W. Civic Center Dr..
Avondale, AZ 85323

[Type here]

(623) 333-7263
dvazquez@avondaleaz.gov

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

- 9. Entire Agreement, and Amendments.** This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incident hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.
- 10. Relationship.** The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. The parties do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship which would impose liability upon one party for the act or failure to act of the other party.
- 11. No Waiver.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- 12. Severability.** If any provision of this Agreement shall be found invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- 13. Counterparts and Electronic Signatures.** This Agreement is executed in duplicate originals. Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.
- 14. Sovereign Immunity.** Nothing in this Agreement shall be deemed a waiver of either party's sovereign immunity in any forum or jurisdiction.

This Agreement is signed on behalf of the parties:

TOHONO O'ODHAM NATION



Verlon M. Jose, Chairman

11/15/2023

Date

[Type here]

CITY OF AVONDALE

Mayor

Date

ATTEST:

Clerk of the City Council

Date

[Type here]

Schedule A--Recipient

Program	Project	Contribution
1. Avondale Police Department	Siminution Training	\$36,602.10
	Total	\$36,602.10

ITEM NUMBER: 3.j.

SUBJECT: The District at Crystal Springs Final Plat – Application PL-23-0032

MEETING DATE: 12/18/2023

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 by Mandy Woods of Norris Design, on behalf of the property owner Rob Rosztoczy of Stotz Farms, Inc., for approval of a Final Plat for a site located at the southwest corner of McDowell Road and Avondale Boulevard (APN 500-01-600) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The proposed Final Plat splits an approximately 45.47-acre parcel into five (5) lots, and dedicates right-of-way along McDowell Road and Avondale Boulevard, an 8-foot wide public utility easement (PUE) along McDowell Road and Avondale Boulevard, and a public water easement. 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. On June 2023, the property was rezoned from Crystal Springs Planned Area Development (PAD) to The District at Crystal Springs PAD to accommodate diverse housing options and commercial uses.

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 uses. 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.

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 Community Commercial (C-2).

SOUTH OF THE I-10 FREEWAY: From west to east – vacant land in the jurisdiction of Maricopa County

zoned C-2 and vacant land currently being used for farming and 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 approval of a Final Plat (Exhibit D), which splits a 45.47-acre property into 5 lots with the following approximate sizes:

- Lot 1: 23.41 acres
- Lot 2: 6.53 acres
- Lot 3: 3.08 acres
- Lot 4: 7.82 acres
- Lot 5: 4.07 acres

The Final Plat also dedicates right-of-way along McDowell Road and Avondale Boulevard, an 8-foot wide public utility easement (PUE) along McDowell Road and Avondale Boulevard, and a public water easement.

PUBLIC PARTICIPATION:

Public notification is not required for Final Plat Subdivision applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Final Plat Subdivision 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.
- Approval of the proposed Final Plat will dedicate right-of-way and easements necessary to serve the future development of the site.

DISCUSSION:

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

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** Application PL-23-0032 The District at Crystal Spring – Final Plat, subject to the following condition of approval:

1. The recorded plat shall be in conformance with the Final Plat dated 11/27/2023 and provided as Exhibit D.

Contact person for document distribution: Michelle Simerdla

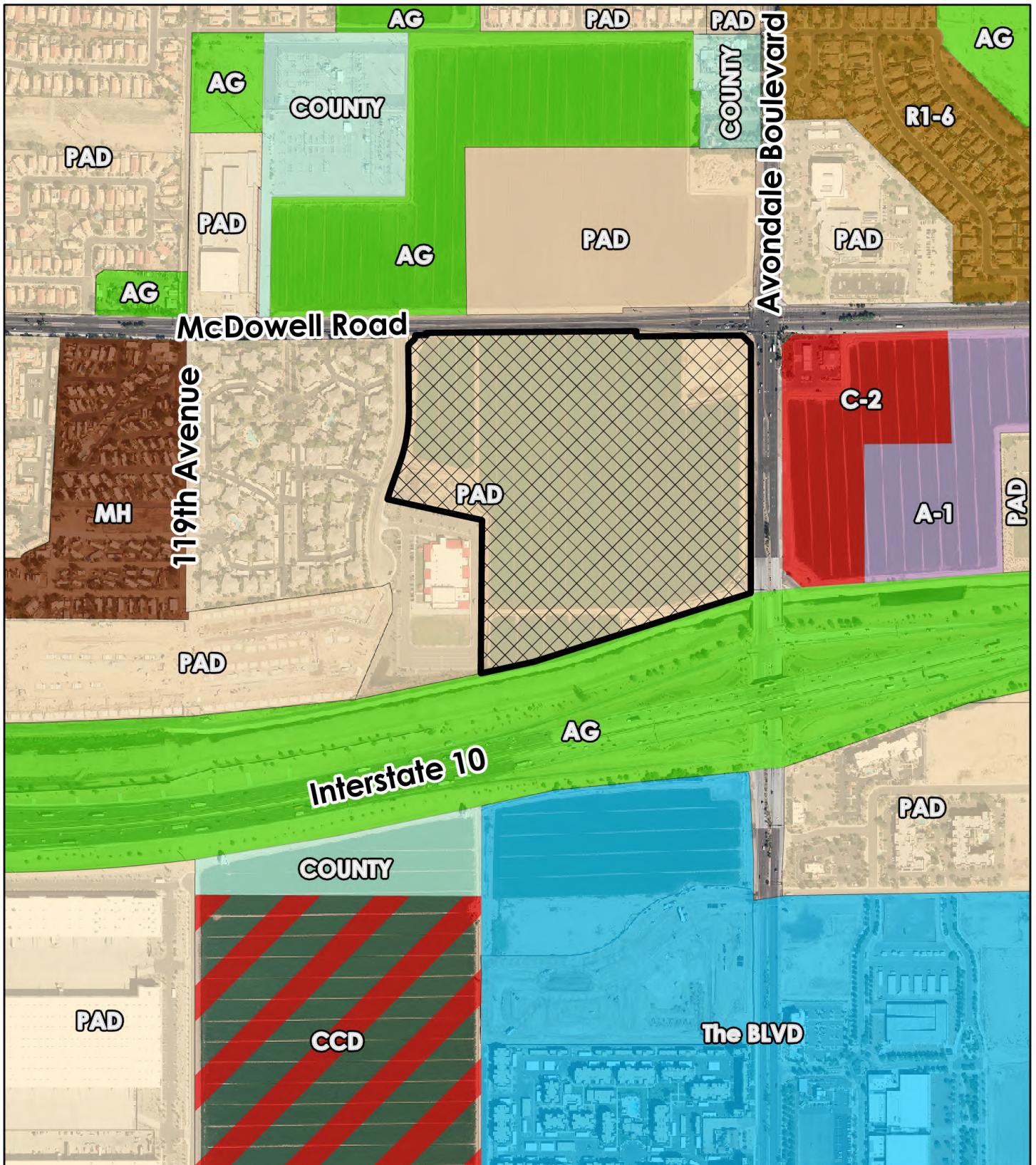


Aerial Map

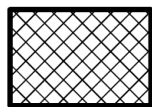


Subject Property



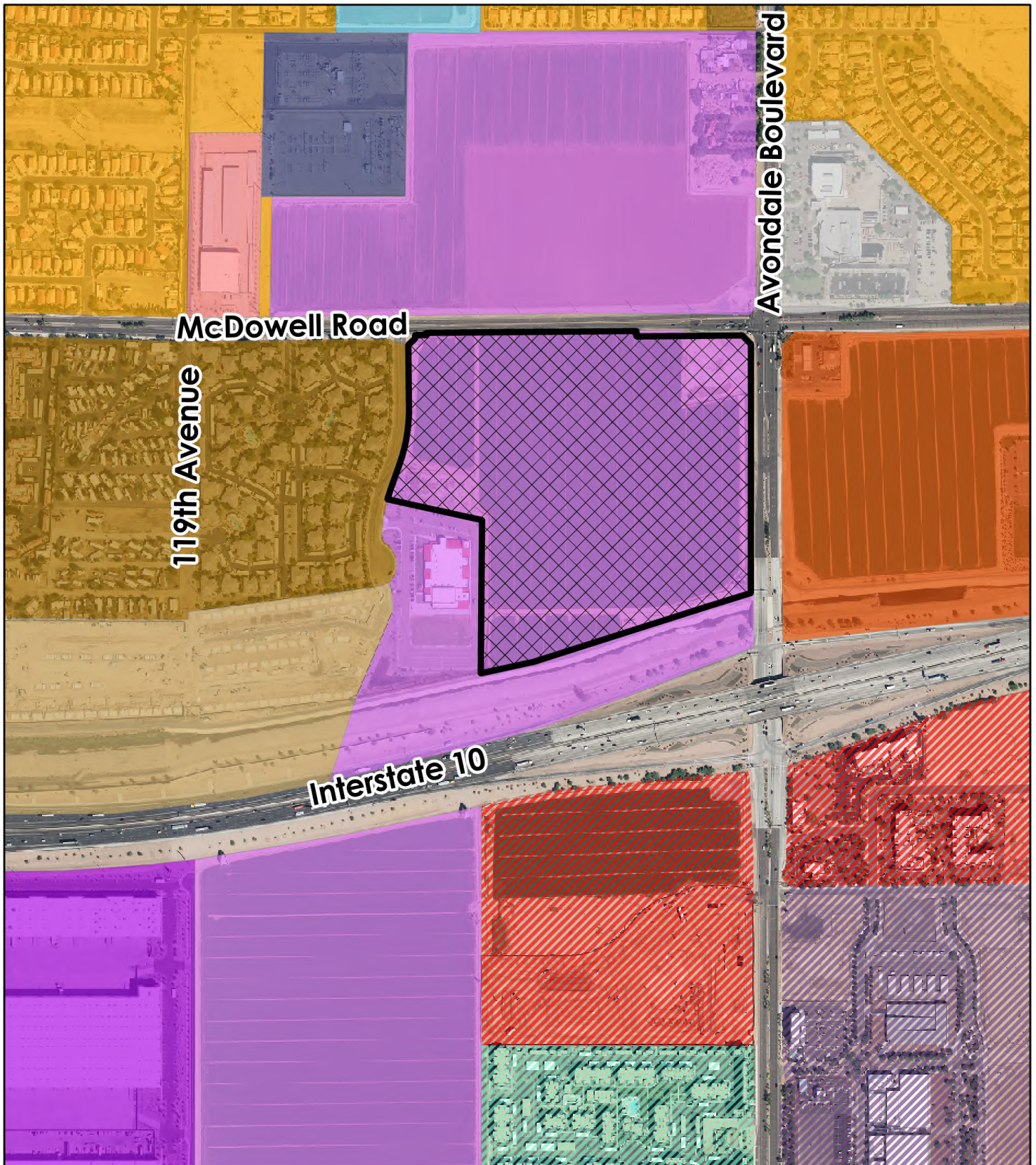


Zoning Vicinity



Subject Property



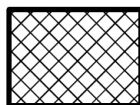


General Plan Land Use



Business Park
 Education
 Freeway Commercial
 High Density Residential
 Local Commercial
 Medium Density Residential
 Medium/High Density Residential

Mixed Use
 Office/Professional
 Public/Civic
 Gateway District
 Park Avenue District
 Village District



Subject Property



DEDICATION

STATE OF ARIZONA ss.
COUNTY OF MARICOPA

KNOWN ALL MEN BY THESE PRESENTS:

THAT STOTZ FARMS INC, AS OWNER, OF A PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, HAS SUBDIVIDED UNDER THE NAME "THE DISTRICT AT CRYSTAL SPRINGS", AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "THE DISTRICT AT CRYSTAL SPRINGS", AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSION OF THE LOTS AND EASEMENTS CONSTITUTING SAME AS SHOWN HEREON AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT. STOTZ FARMS INC, 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 MAP AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. THE PUBLIC UTILITY EASEMENTS AND WATERLINE EASEMENTS ARE HEARBY DEDICATED TO THE CITY OF AVONDALE AS SHOW HEREON.

IN WITNESS WHEREOF, THAT STOTZ FARMS INC, AS OWNER, HAS HEREUNTO CAUSED IT'S NAME TO BE SIGNED BY THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS ____ DAY OF _____, 20____.

STOTZ FARMS INC
BY: _____
NAME:

ITS: _____

IN WITNESS WHEREOF, THAT STOTZ FARMS INC, AS OWNER, HAS HEREUNTO CAUSED IT'S NAME TO BE SIGNED BY THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS ____ DAY OF _____, 20____.

STOTZ FARMS INC
BY: _____
NAME:

ITS: _____

NOTARY ACKNOWLEDGMENT

STATE OF ARIZONA ss.
COUNTY OF MARICOPA

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED

NOTARY PUBLIC, PERSONALLY APPEARED, _____, OF STOTZ FARMS INC WHO ACKNOWLEDGES THAT HE/SHE, AS _____, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

BY: _____ MY COMMISSION EXPIRES _____
NOTARY PUBLIC

NOTARY ACKNOWLEDGMENT

STATE OF ARIZONA ss.
COUNTY OF MARICOPA

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED

NOTARY PUBLIC, PERSONALLY APPEARED, _____, OF STOTZ FARMS INC WHO

ACKNOWLEDGES THAT HE/SHE, AS _____, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

BY: _____ MY COMMISSION EXPIRES _____
NOTARY PUBLIC

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.

RIGHT-OF-WAY DEDICATION TABLE

STREET CLASSIFICATION	R.O.W DEDICATION	
	SF	AC
LOCAL	0	0
COLLECTOR	0	0
ARTERIAL	23,592.03	0.5416

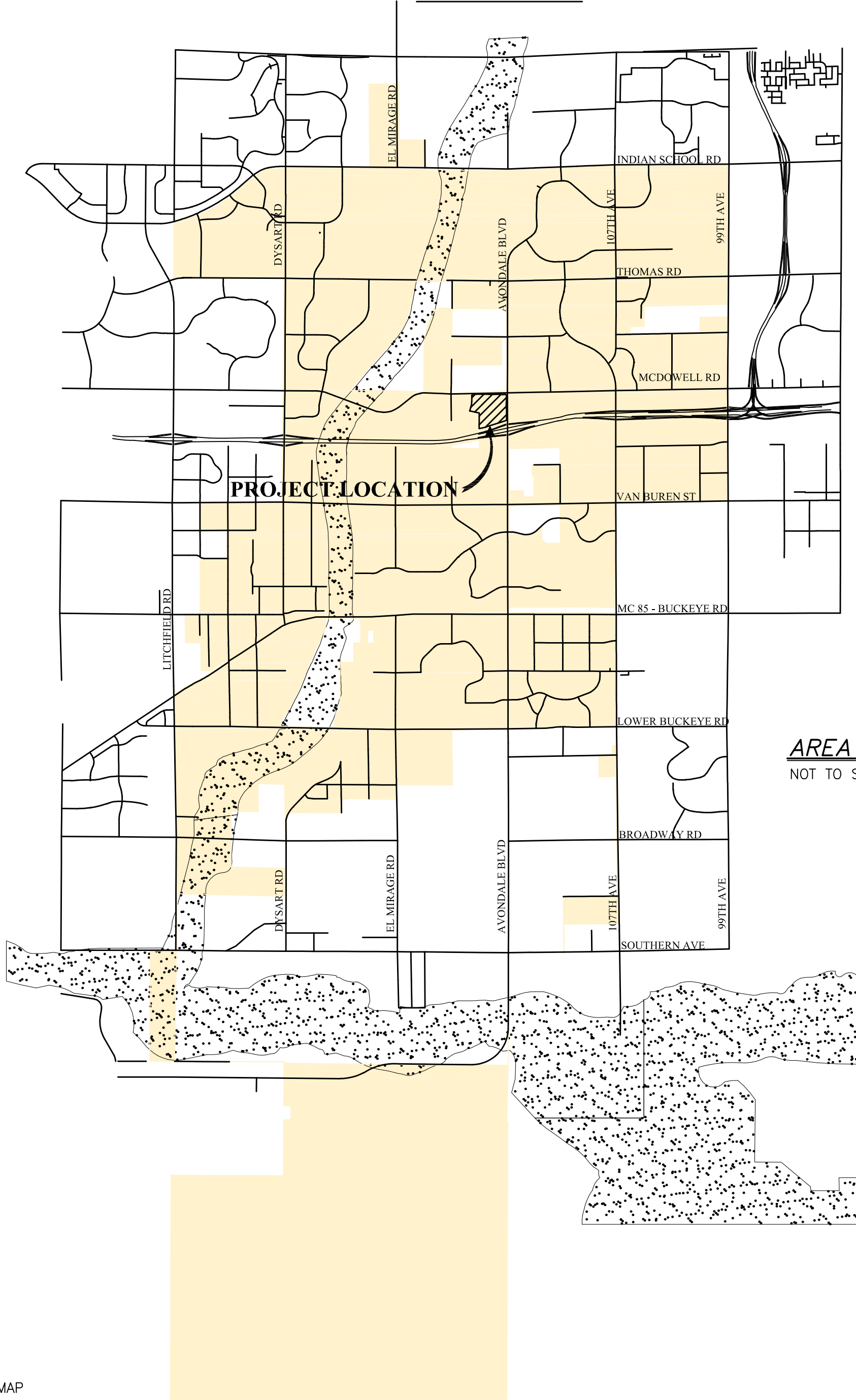
SHEET INDEX

SHEET 2 OVERALL CONTROL MAP
SHEET 3 THRU 11 PLAT

FINAL PLAT FOR
"THE DISTRICT AT CRYSTAL SPRINGS"

BEING A REPLAT OF LOT 2 OF "SUN VALLEY ACADEMY", A SUBDIVISION RECORDED IN BOOK 1560 OF MAPS, PAGE 9, RECORDS OF MARICOPA COUNTY AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

AREA MAP



AREA MAP
NOT TO SCALE

LAND AREA TABLE

LOT	AREA	
	SF	AC
1	1019601.28	23.4068
2	284507.14	6.5314
3	134018.82	3.0766
4	340526.87	7.8174
5	177400.20	4.0725
TOTAL	1956054.32	44.9048

OWNER

STOTZ FARMS INC.
11111 W MCDOWELL RD
AVONDALE AZ 85392
PHONE: 623-936-7131
CONTACT: ROB ROSZTOCZY

DEVELOPER

FIFIELD COMPANIES
600 W JACKSON BOULEVARD SUITE 600
CHICAGO IL 60061
PHONE: 312-855-1600
CONTACT: JUSTIN WESTFALL

SURVEYOR

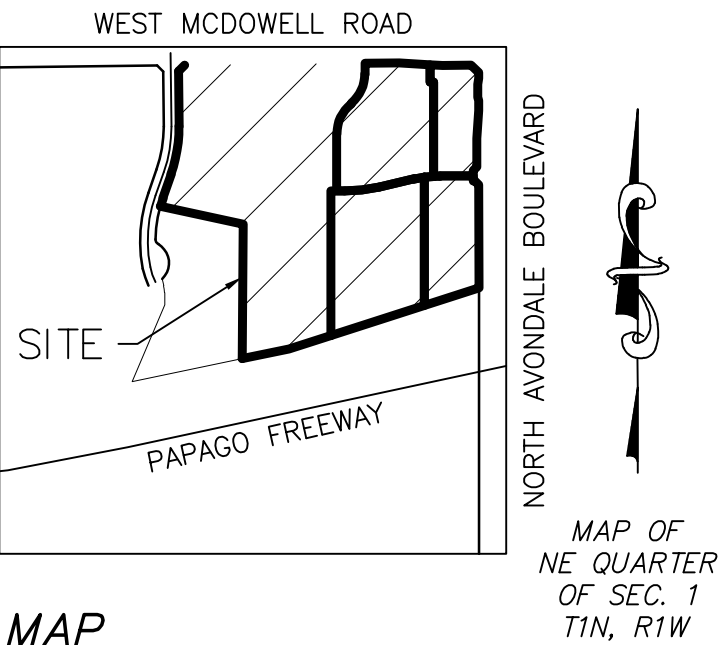
HARVEY LAND SURVEYING, INC.
P.O. BOX 10772
CASA GRANDE, AZ 85130
PHONE: (520) 876-4786
E-MAIL: COLEHARVEY@HARVEYSURVEYING.COM

ENGINEER

KIMLEY-HORN
1001 W SOUTHERN AVE. SUITE 131
MESA, AZ 85210
PHONE: 480-207-2666
CONTACT: BRYAN WRIGHT, P.E.

VICINITY MAP

SCALE: 1" = 1000'



NOTES

1. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY IS TO BE MAINTAINED BY THE PROPERTY OWNER, EXCLUDING MEDIANS ON ARTERIAL STREETS.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
3. ALL 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 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.
5. 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.
6. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
7. BLANKET EASEMENT EXISTS FOR CROSS ACCESS AND UTILITY LINES TO CROSS PROPERTY LINES.

BENCHMARK

A CITY OF AVONDALE BRASS DISK, UNMARKED, IN CONCRETE POST IN A SURVEY HANDHOLE AS DESCRIBED BY THE NATIONAL GEODETIC SURVEY WITH A DESIGNATION NUMBER OF MCD 113 AND A PID OF DJ5884, SAID POINT BEING IN SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA. ELEVATION = 1005.61' (NAVD 88 DATUM)

BASIS OF BEARING

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEARING N89°22'41"E. (ASSUMED BEARING)

APPROVALS & ACCEPTANCE OF DEDICATION

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

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS _____

DAY OF _____, 20____.

MAYOR _____ DATE _____

ATTEST: CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

SURVEYOR NOTES

1-FIELDWORK WAS COMPLETED IN THE MONTH OF AUGUST, 2022.

2-ALL BEARINGS AND DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.

3-THIS SURVEYOR HAS MADE NO INDEPENDENT SEARCH FOR TAXES, ASSESSMENTS, RESERVATIONS IN PATENT, EASEMENTS, RIGHTS OF WAY, ENCUMBRANCES, LIENS, COVENANTS, CONDITIONS OF RESTRICTIONS OR ANY OTHER RECORD INFORMATION THAT MAY BE DISCLOSED BY A CURRENT TITLE REPORT OR OTHER RESEARCH.

SURVEYOR CERTIFICATE

I, COLIN D. HARVEY, A DULY LICENSED LAND SURVEYOR IN THE STATE OF ARIZONA DO HEREBY CERTIFY THAT THIS DRAWING IS BASED ON A SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION DURING THE MONTH OF AUGUST, 2022 AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE MONUMENTS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED AND THE LOT CORNERS PERMANENTLY SET.

COLIN D. HARVEY
ARIZONA R.L.S. 42017



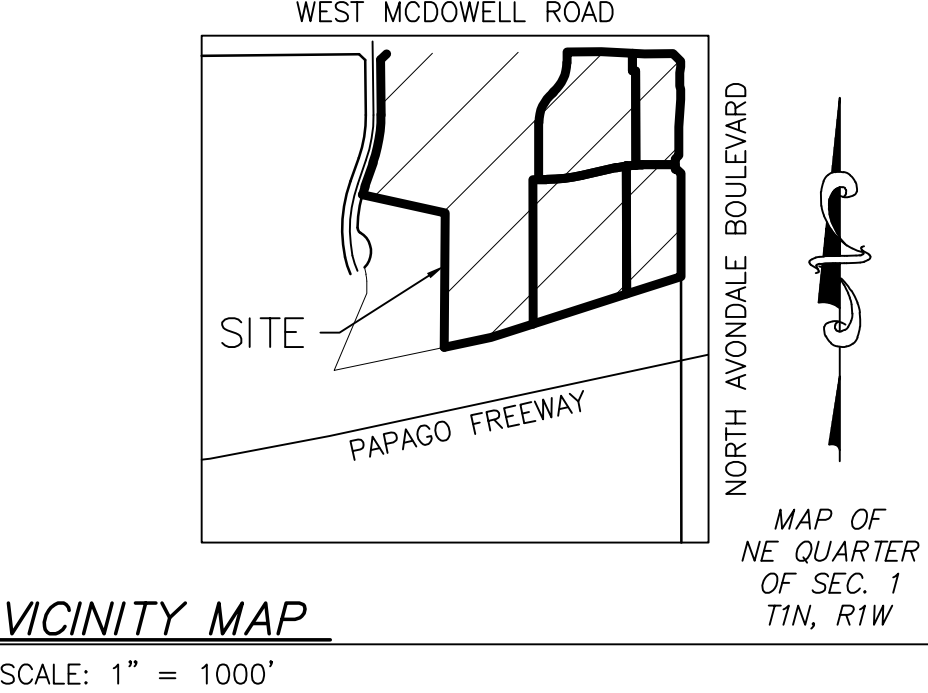
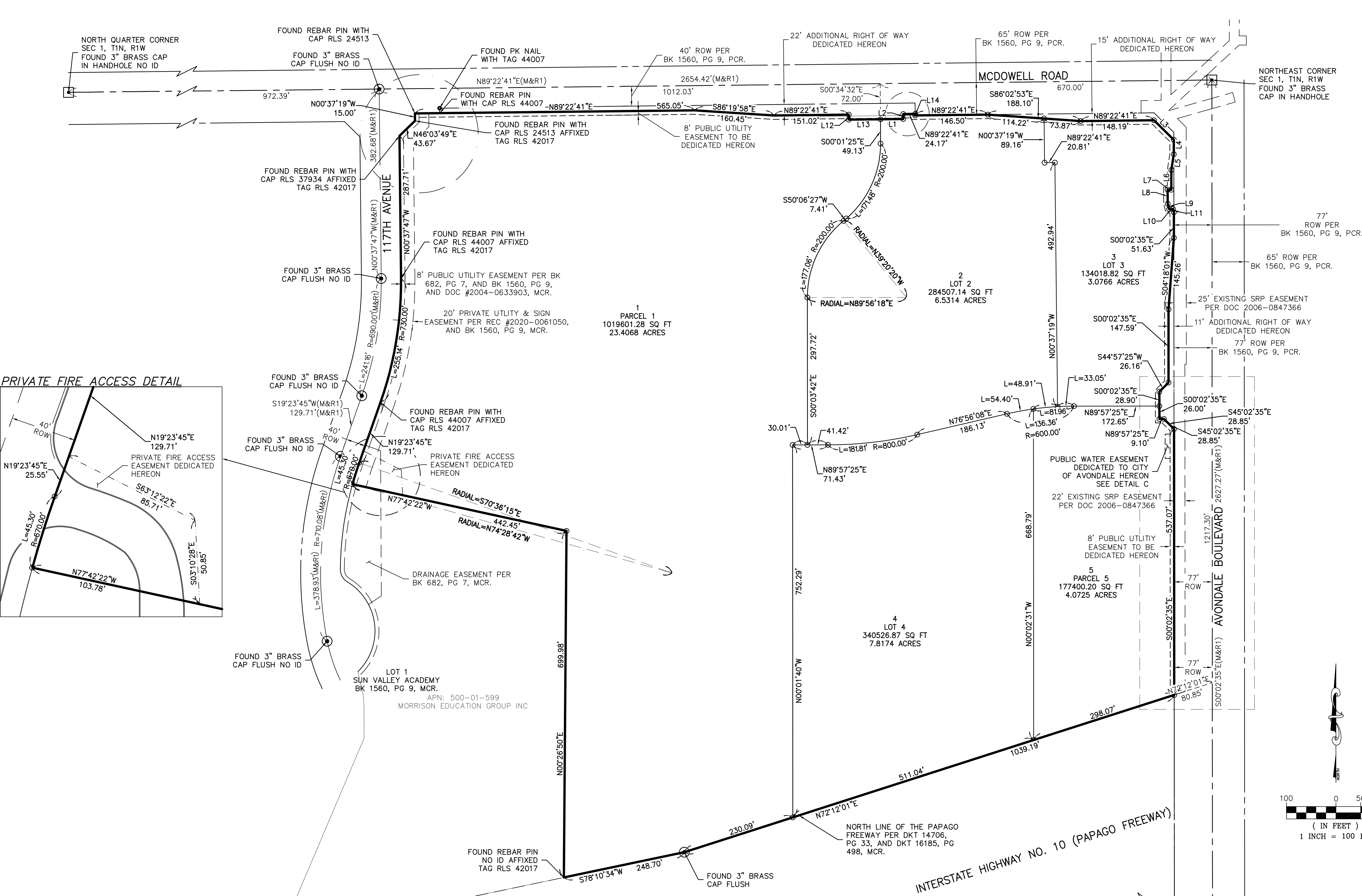
HARVEY LAND SURVEYING, INC.
P.O. BOX 10772
CASA GRANDE, AZ 85130
PHONE: (520) 876-4786
E-MAIL: COLEHARVEY@HARVEYSURVEYING.COM

A FINAL PLAT

DRAWN BY: JH	CHECKED BY: CDH
DATE: DECEMBER 6, 2023	
JOB NUMBER	SHEET
2021-160	1 OF 11

FINAL PLAT FOR
"THE DISTRICT AT CRYSTAL SPRINGS"

BEING A REPLAT OF LOT 2 OF "SUN VALLEY ACADEMY", A SUBDIVISION RECORDED IN BOOK 1560 OF MAPS, PAGE 9, RECORDS OF MARICOPA COUNTY AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	45.89'	N89°22'41"E
L2	10.00'	N00°37'19"W
L3	56.28'	S45°19'57"E
L4	29.11'	S00°02'35"E
L5	32.21'	S08°53'16"W
L6	39.86'	S00°02'35"E
L7	7.50'	S89°57'25"W
L8	28.28'	S00°02'35"E
L9	11.12'	S15°25'10"E
L10	7.78'	S89°57'25"W
L11	6.69'	S15°25'10"E
L12	10.00'	S00°37'19"E
L13	64.11'	N89°22'41"E
L14	3.00'	S00°37'19"E

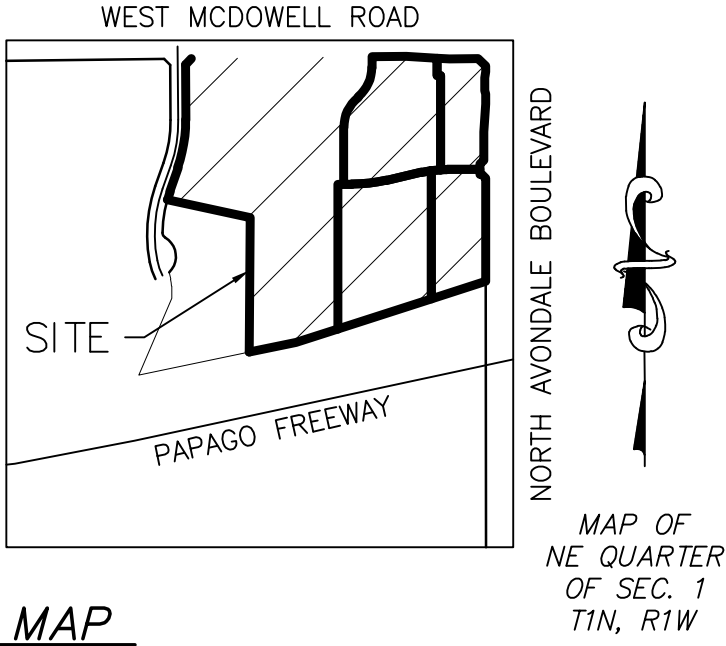
LEGEND	
	SECTION LINE
	MONUMENT LINE
	PROPERTY LINE
	OTHERS' PROPERTY
	EXISTING EASEMENT
	PRIVATE FIRE ACCESS EASEMENT
	EXISTING RIGHT OF WAY
	BRASS CAP IN HANDHOLE
	BRASS CAP (AS NOTED)
	CONCRETE NAIL (AS NOTED)
	IRON PIPE
	SET 1/2" REBAR PIN WITH CAP
	RLS 42017 (UNLESS OTHERWISE NOTED)
	MARICOPA COUNTY RECORDER
	MEASURED BEARINGS/DISTANCES
	RECORDED BEARINGS/DISTANCES

BASIS OF BEARING
THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEARING N89°22'41"E. (ASSUMED BEARING)

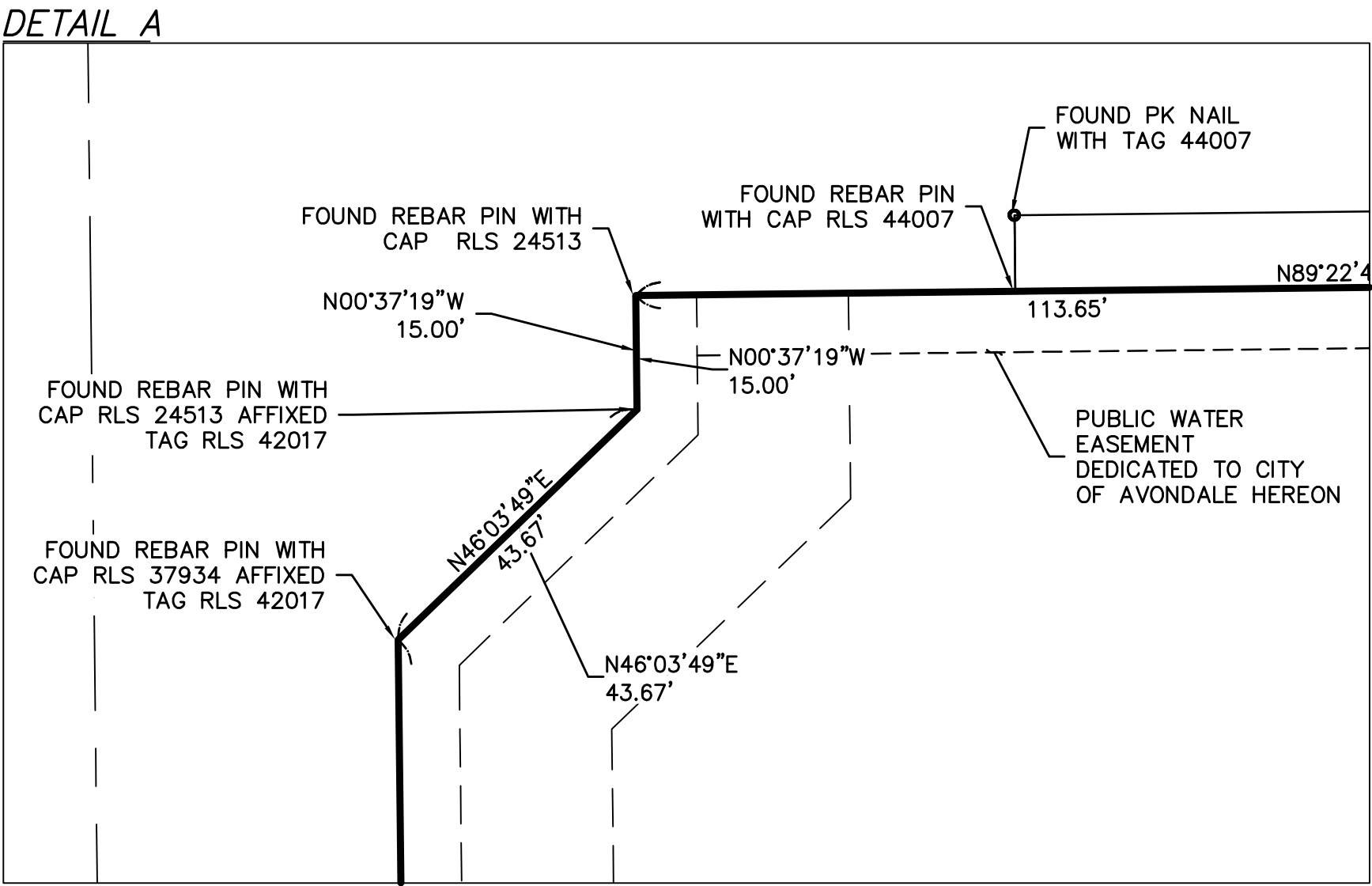
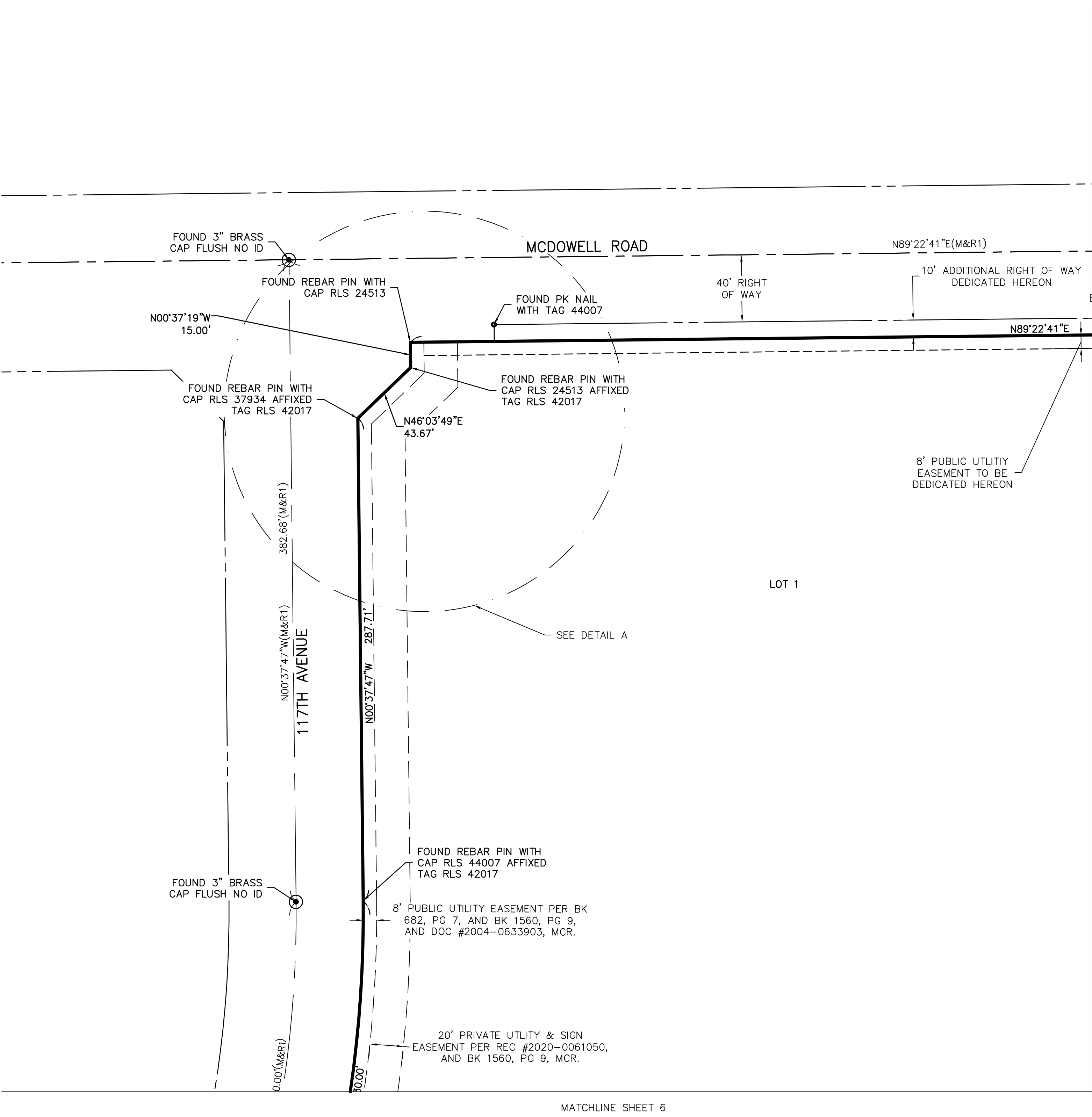
HARVEY LAND SURVEYING, INC. P.O. BOX 10772 CASA GRANDE, AZ 85130 PHONE: (520) 876-4786 E-MAIL: COLEHARVEY@HARVEYSURVEYING.COM		DRAWN BY: JH	CHECKED BY: CDH
A FINAL PLAT		SCALE: 1" = 100'	DATE: DECEMBER 6, 2023
		JOB NUMBER	SHEET
		2021-160	2 OF 11

FINAL PLAT FOR
“THE DISTRICT AT CRYSTAL SPRINGS”

BEING A REPLAT OF LOT 2 OF "SUN VALLEY ACADEMY", A SUBDIVISION RECORDED IN BOOK 1560 OF MAPS, PAGE 9, RECORDS OF MARICOPA COUNTY AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



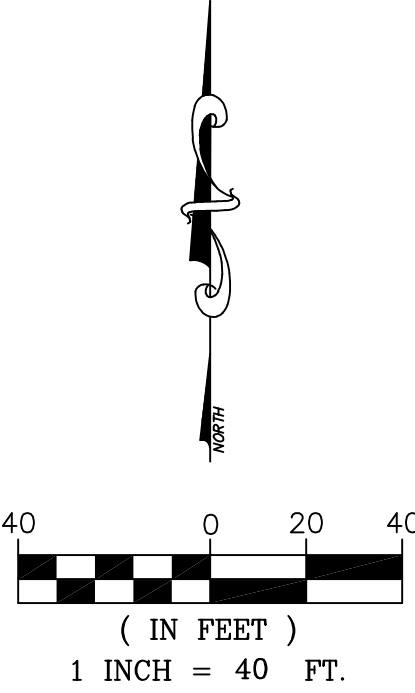
VICINITY MAP
SCALE: 1" = 1000'



- LEGEND
- SECTION LINE
 - MONUMENT LINE
 - PROPERTY LINE
 - OTHERS' PROPERTY
 - EXISTING EASEMENT
 - PRIVATE FIRE ACCESS EASEMENT
 - EXISTING RIGHT OF WAY
 - BRASS CAP IN HANDHOLE
 - BRASS CAP (AS NOTED)
 - CONCRETE NAIL (AS NOTED)
 - IRON PIPE
 - SET 1/2" REBAR PIN WITH CAP RLS 42017 (UNLESS OTHERWISE NOTED)
 - ROW RIGHT OF WAY
 - MCR. MARICOPA COUNTY RECORDER
 - (M) MEASURED BEARINGS/DISTANCES
 - (R#) RECORDED BEARINGS/DISTANCES

BASIS OF BEARING

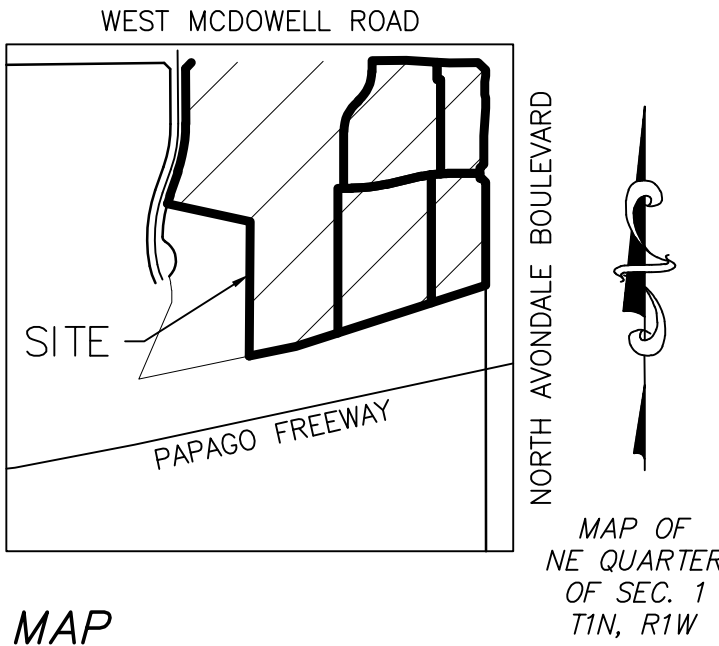
THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEARING N89°22'41"E. (ASSUMED BEARING)



HARVEY LAND SURVEYING, INC. P.O. BOX 10772 CASA GRANDE, AZ 85130 PHONE: (520) 876-4786 E-MAIL: COLEHARVEY@HARVEYSURVEYING.COM	DRAWN BY: JH	CHECKED BY: CDH
	SCALE: 1" = 40'	
	DATE: DECEMBER 6, 2023	
	JOB NUMBER	SHEET
A FINAL PLAT	2021-160	3 OF 11

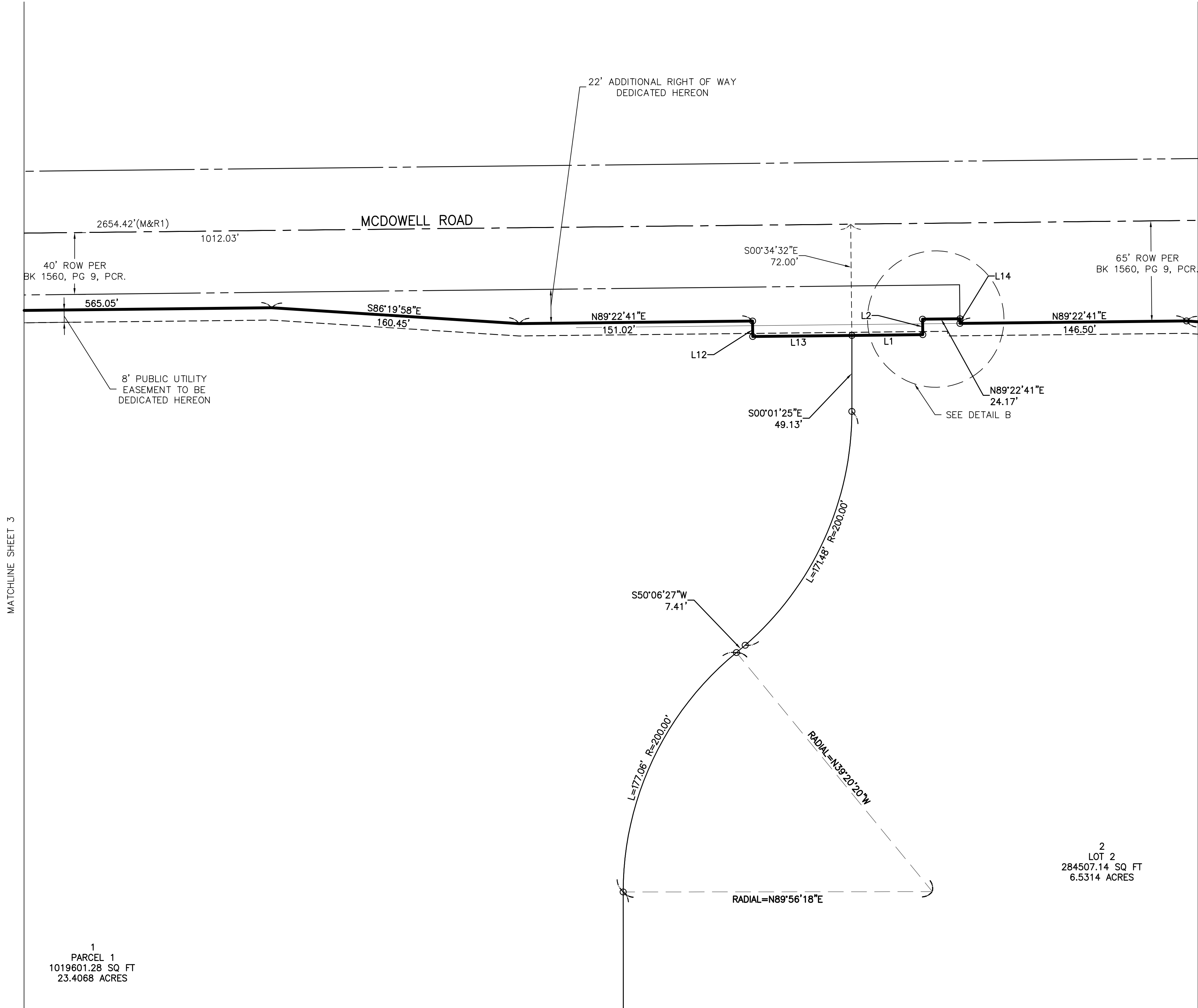
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1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

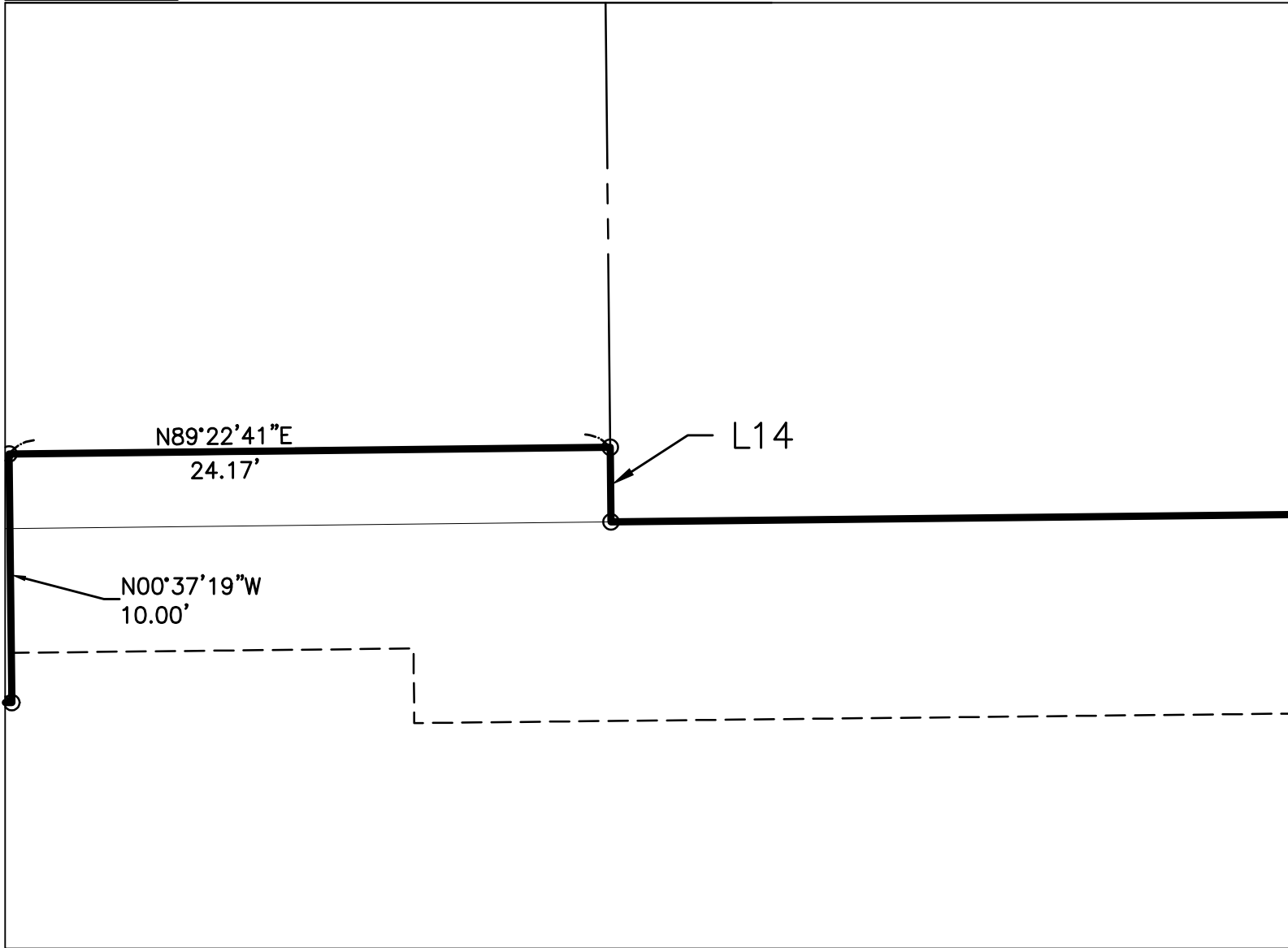


VICINITY MAP

SCALE: 1" = 1000'



DETAIL B

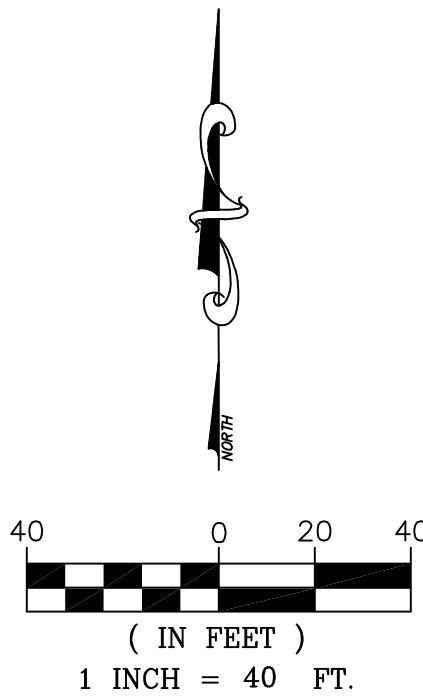


LEGEND

---	SECTION LINE
---	MONUMENT LINE
---	PROPERTY LINE
---	OTHERS' PROPERTY
---	EASEMENT
---	EXISTING EASEMENT
---	EXISTING RIGHT OF WAY
■	BRASS CAP IN HANDHOLE
●	BRASS CAP (AS NOTED)
○	CONCRETE NAIL (AS NOTED)
⊙	IRON PIPE
○	SET 1/2" REBAR PIN WITH CAP
○	RLS 42017 (UNLESS OTHERWISE NOTED)
ROW	RIGHT OF WAY
MCR.	MARICOPA COUNTY RECORDER
(M)	MEASURED BEARINGS/DISTANCES
(R#)	RECORDED BEARINGS/DISTANCES

BASIS OF BEARING

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 1,
TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEARING
N89°22'41"E. (ASSUMED BEARING)



HARVEY LAND SURVEYING, INC.
P.O. BOX 10772
CASA GRANDE, AZ 85130
PHONE: (520) 876-4786
E-MAIL: COLEHARVEY@HARVEYSURVEYING.COM

DRAWN BY: JH

CHECKED BY: CDH

SCALE: 1" = 40'

DATE: DECEMBER 6, 2023

JOB NUMBER

SHEET

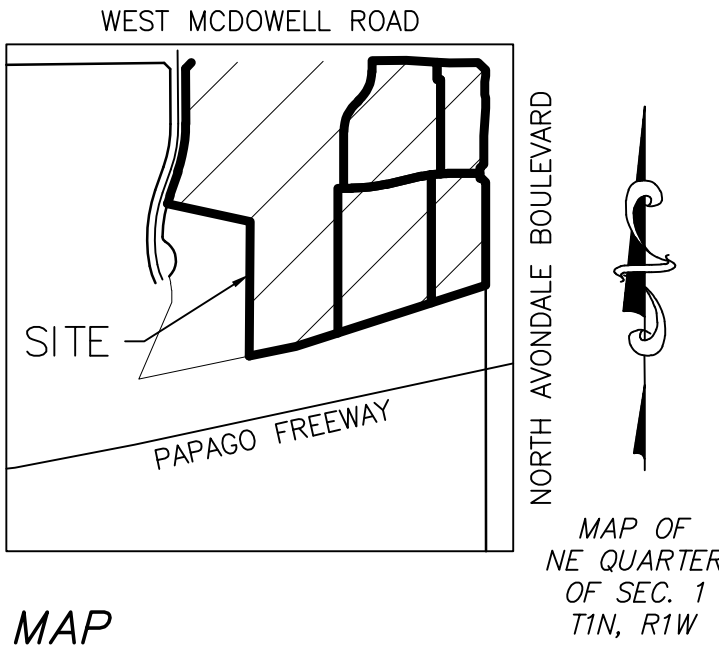
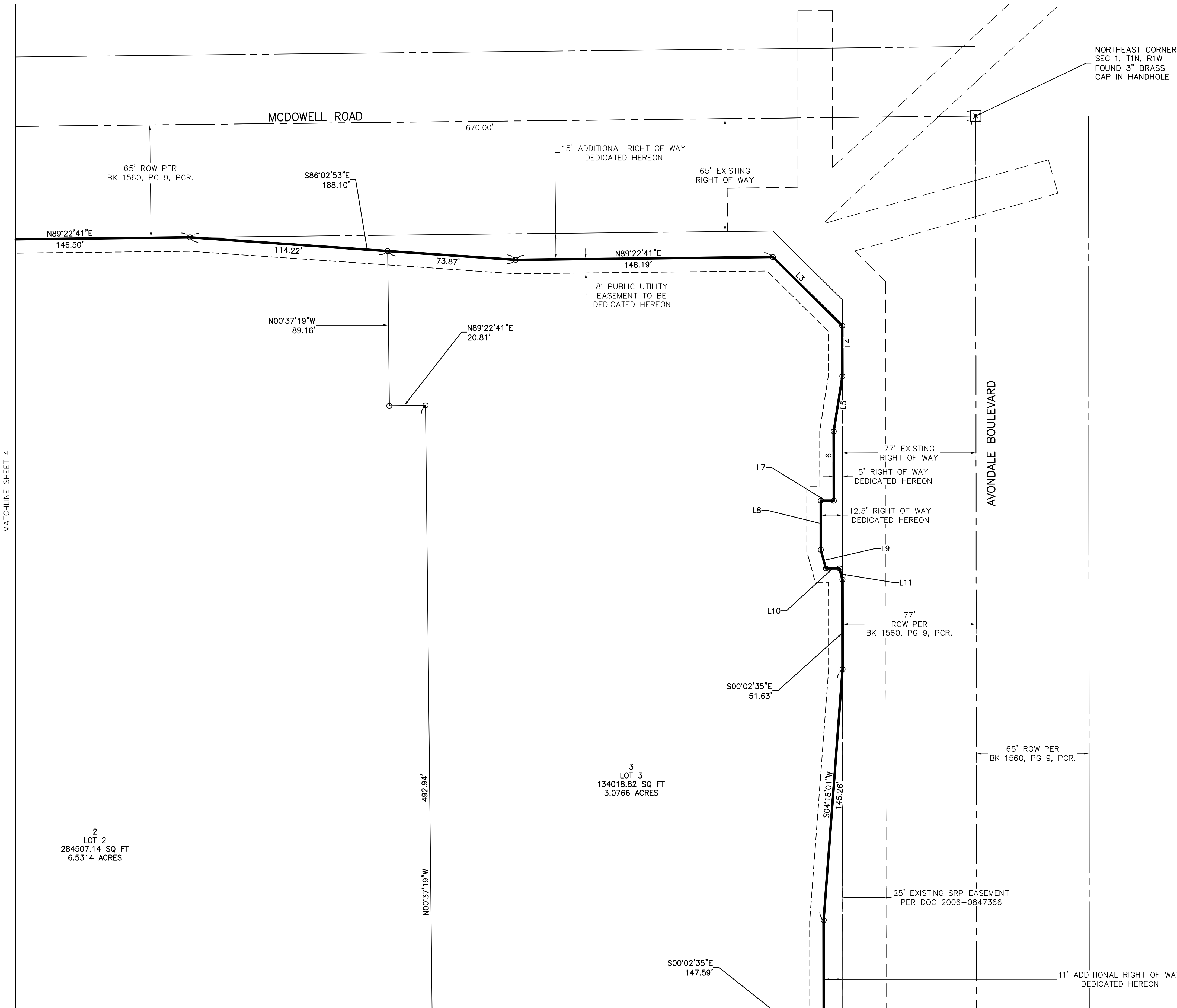
A FINAL PLAT

2021-160

4 OF 11

FINAL PLAT FOR
“THE DISTRICT AT CRYSTAL SPRINGS”

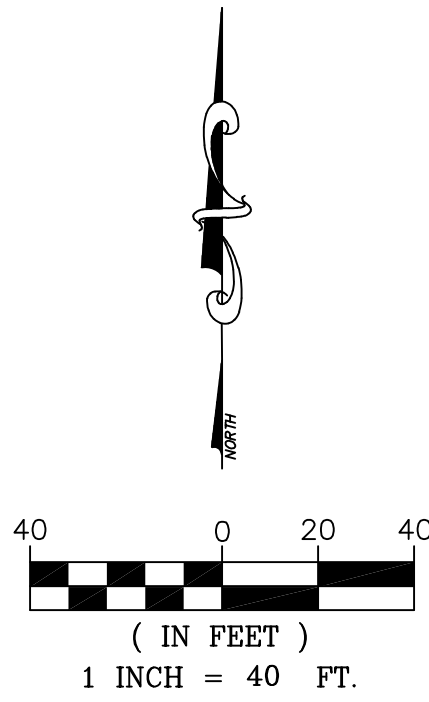
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LEGEND

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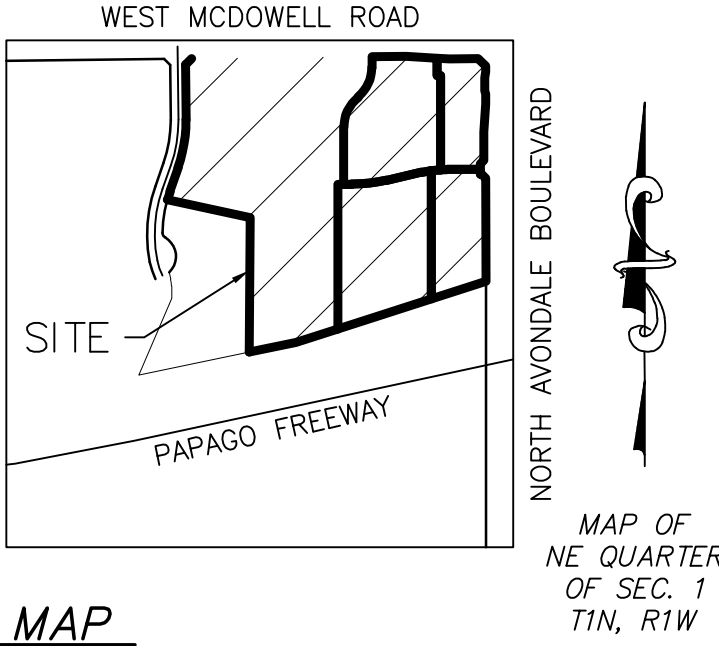
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A FINAL PLAT	2021-160	5 OF 11

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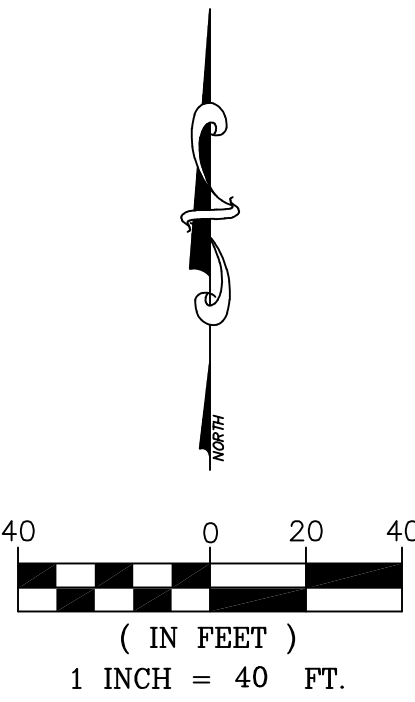
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	2021-160	6 OF 11

MATCHLINE SHEET 9

MATCHLINE SHEET 7

LOT 1

FOUND 3" BRASS
CAP FLUSH NO ID

S19°23'45"W(M&R1)
129.71'(M&R1)

FOUND 3" BRASS
CAP FLUSH NO ID

117TH AVENUE

L=241.16' R=696'

L=285.14' R=733'

FOUND REBAR PIN WITH
CAP RLS 44007 AFFIXED
TAG RLS 42017

40'
ROW

N19°23'45"E
129.71'

PRIVATE FIRE ACCESS
EASEMENT DEDICATED
HEREON

SEE PRIVATE FIRE ACCSS
EASEMENT DETAIL SHEET 2

L=45.30'
R=670.00'

N77°42'22"W

RADIAL=S70°36'15"E

442.45'

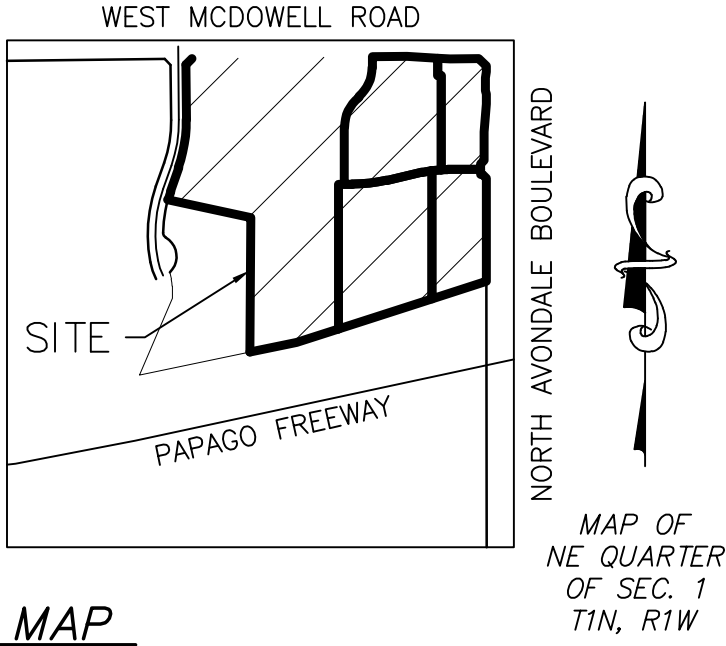
RADIAL=N74°28'42"W

DRAINAGE EASEMENT PER
BK 682, PG 7, MCR.

LOT 1
SUN VALLEY ACADEMY
BK 1560, PG 9, MCR.
APN: 500-01-599
MORRISON EDUCATION GROUP INC

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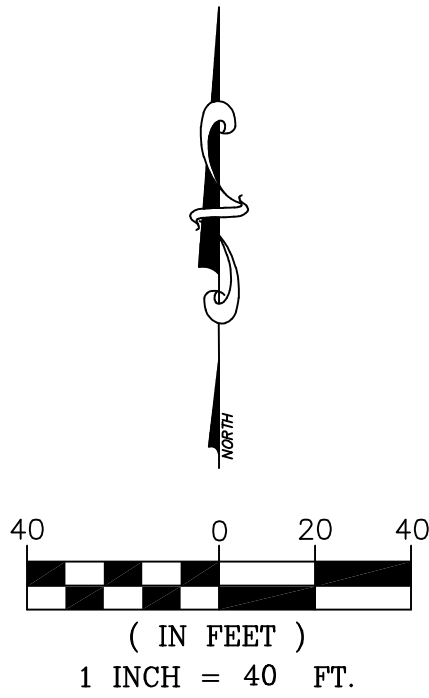
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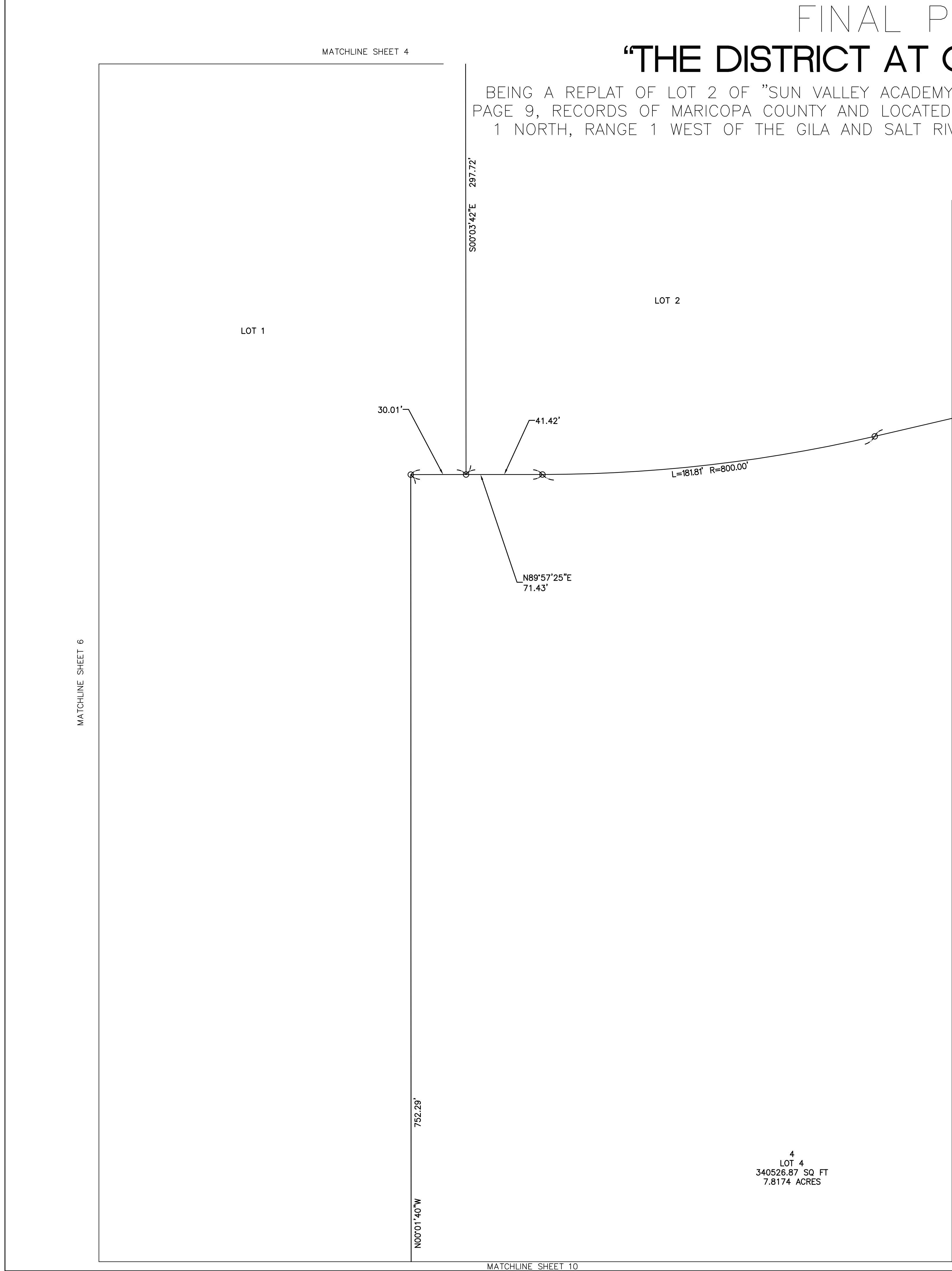
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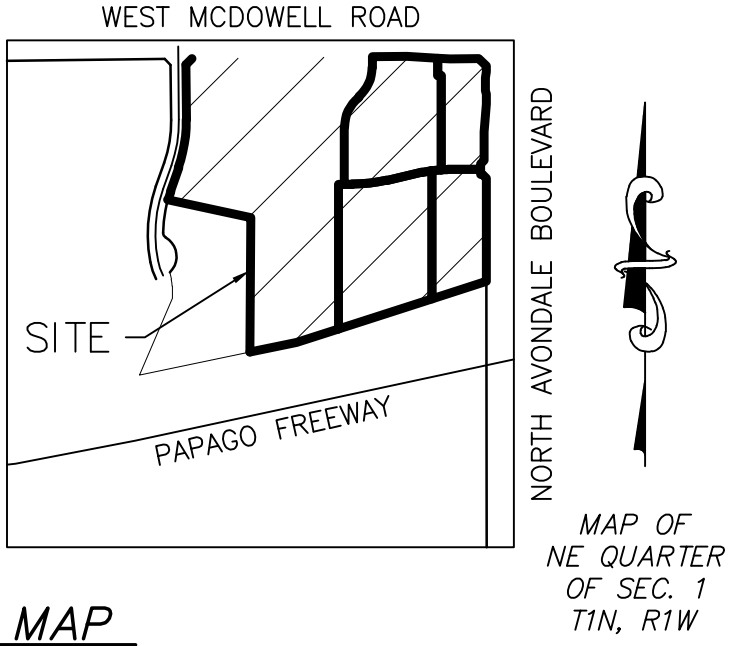
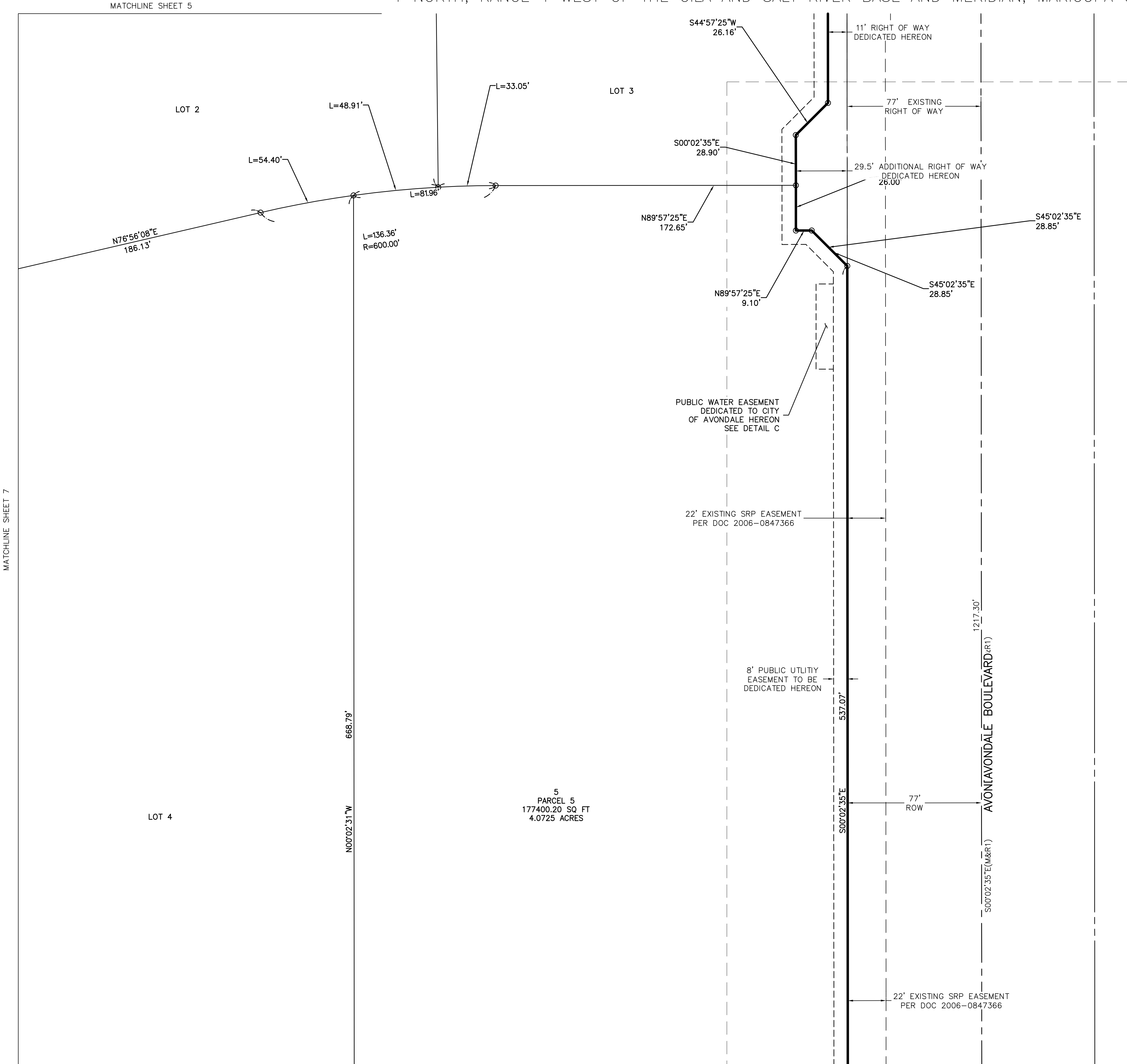


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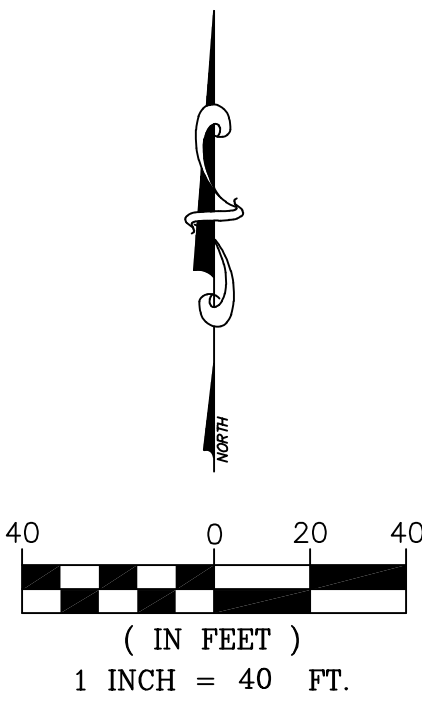
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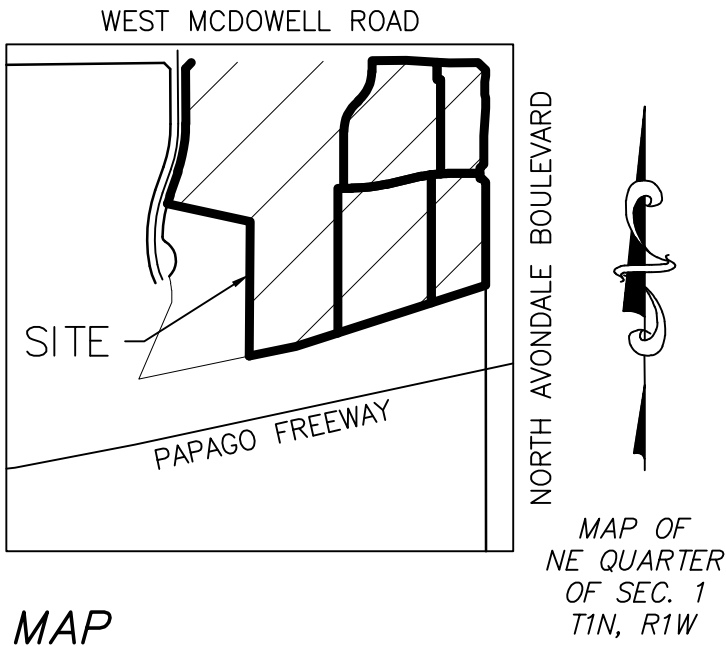
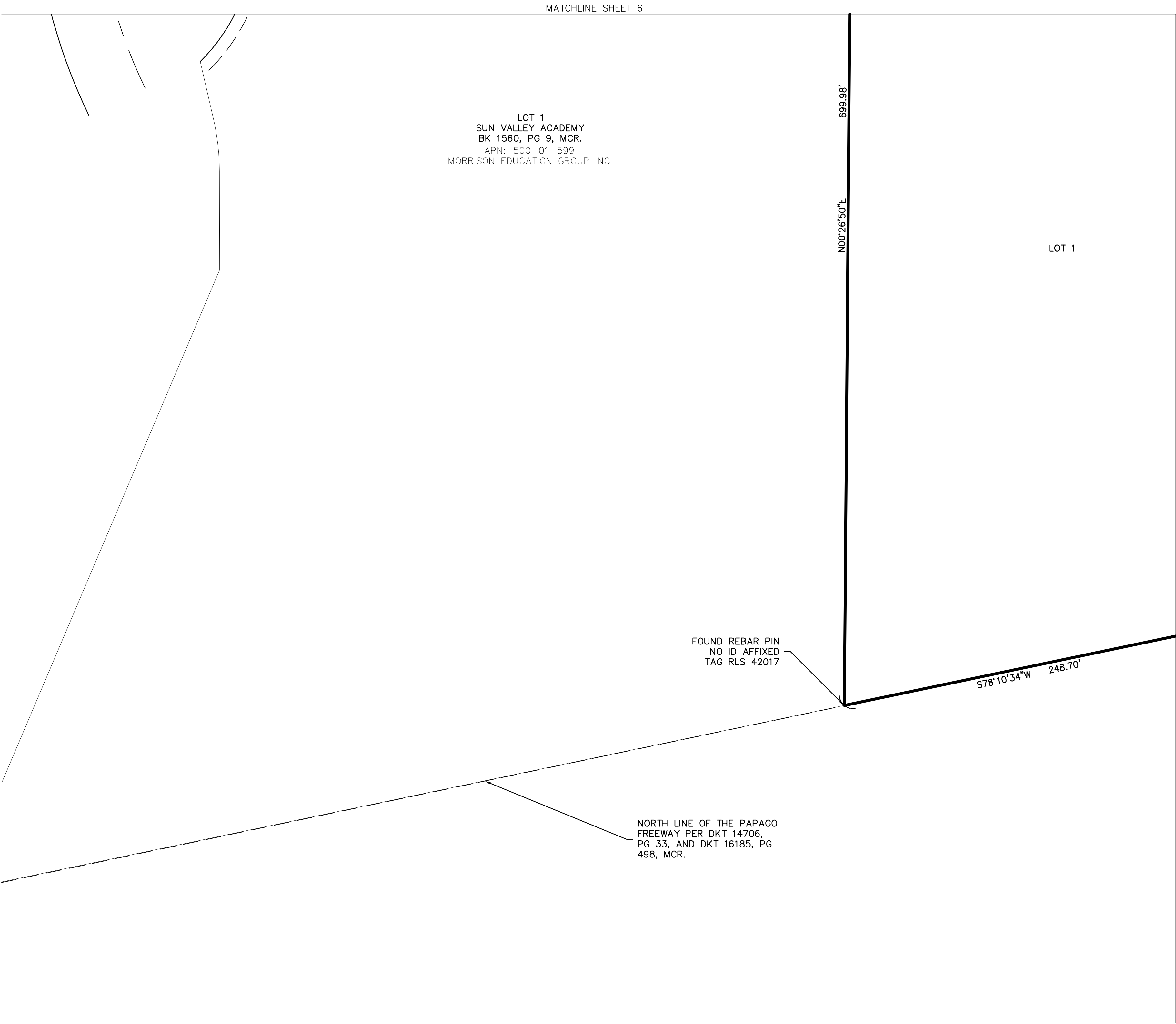
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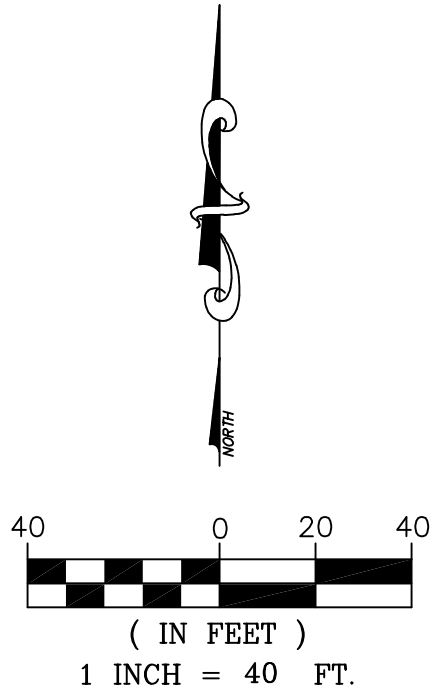
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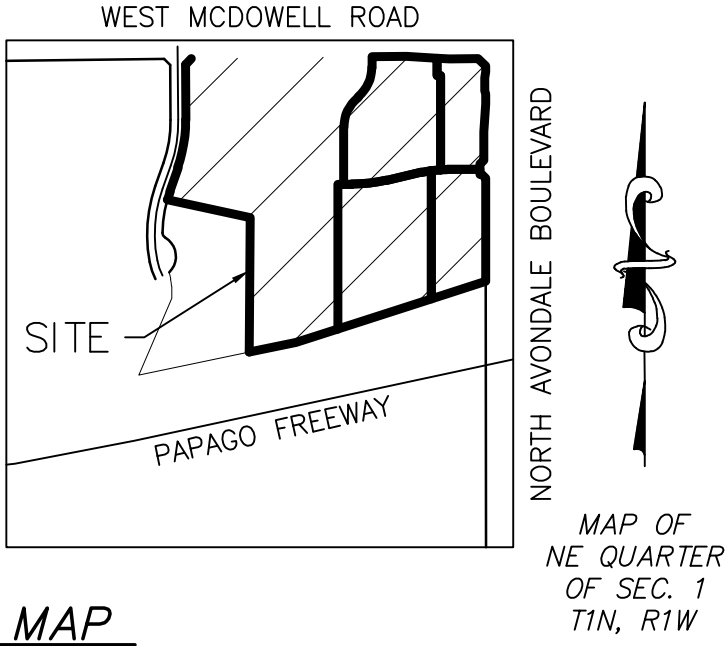
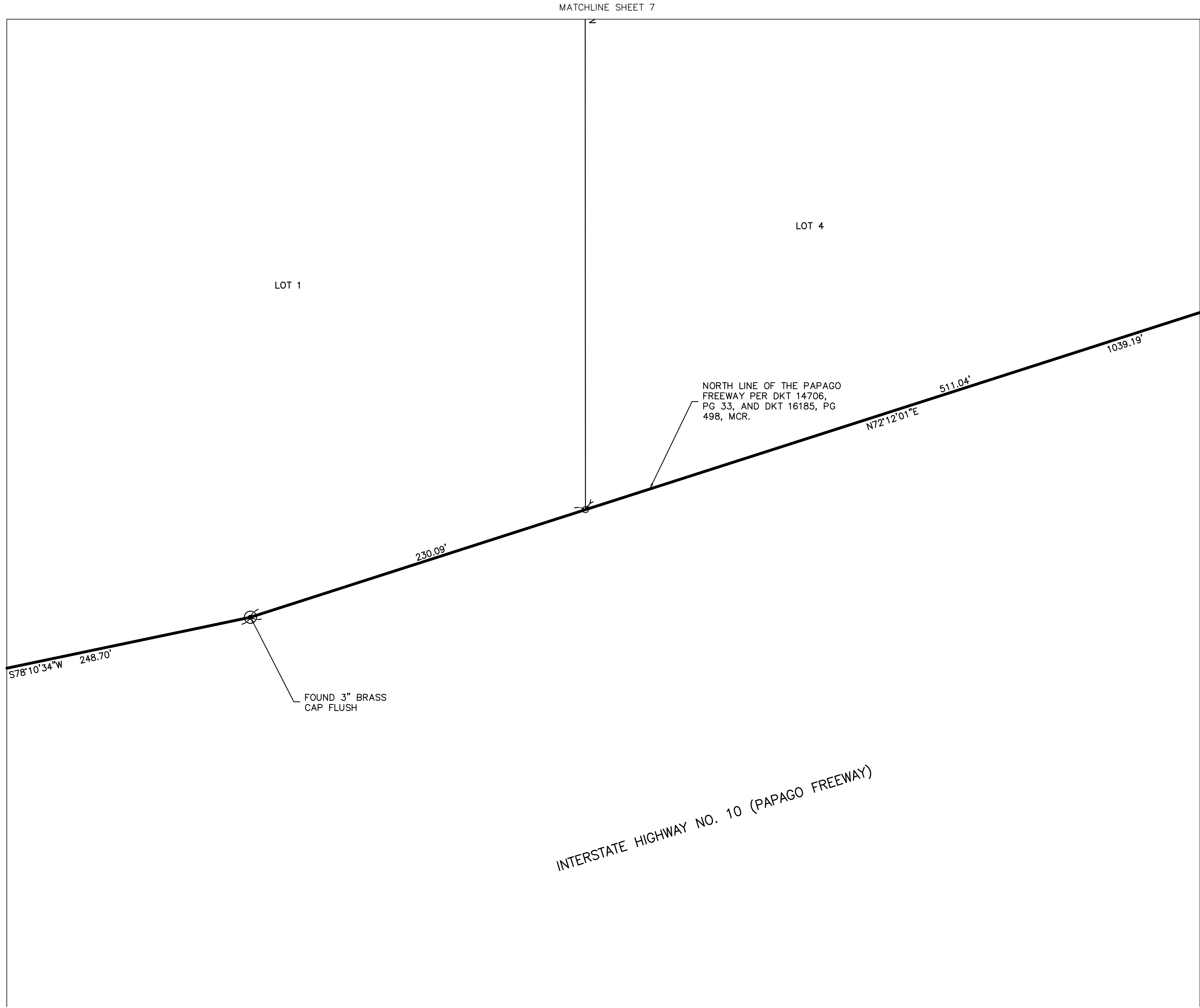
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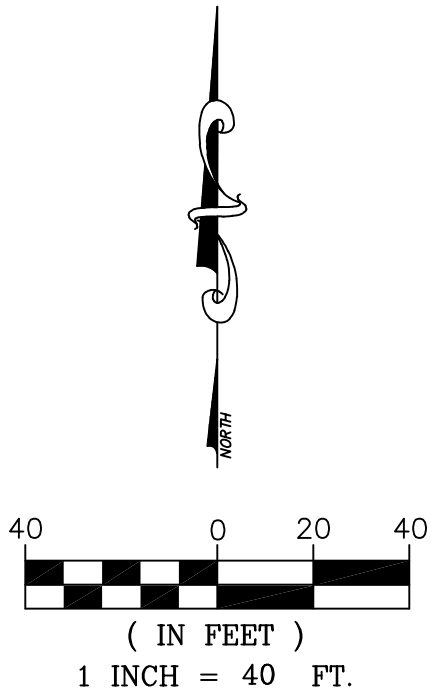
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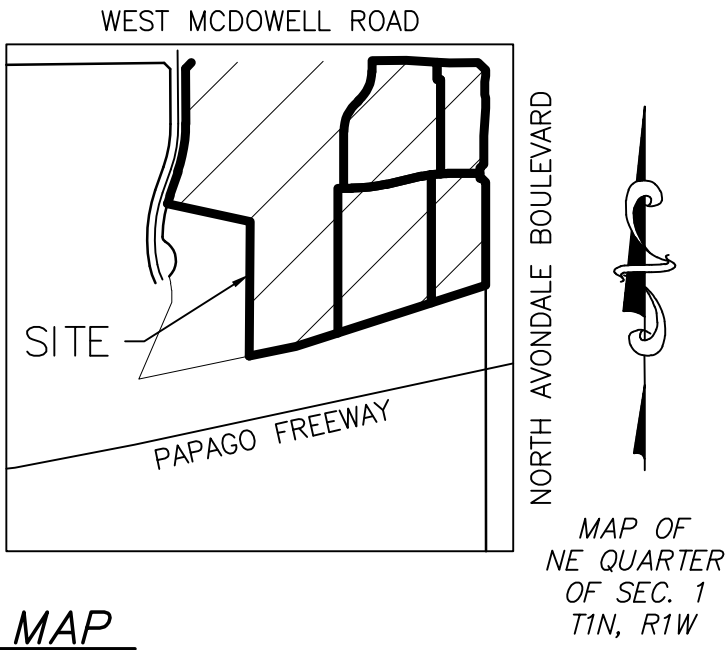
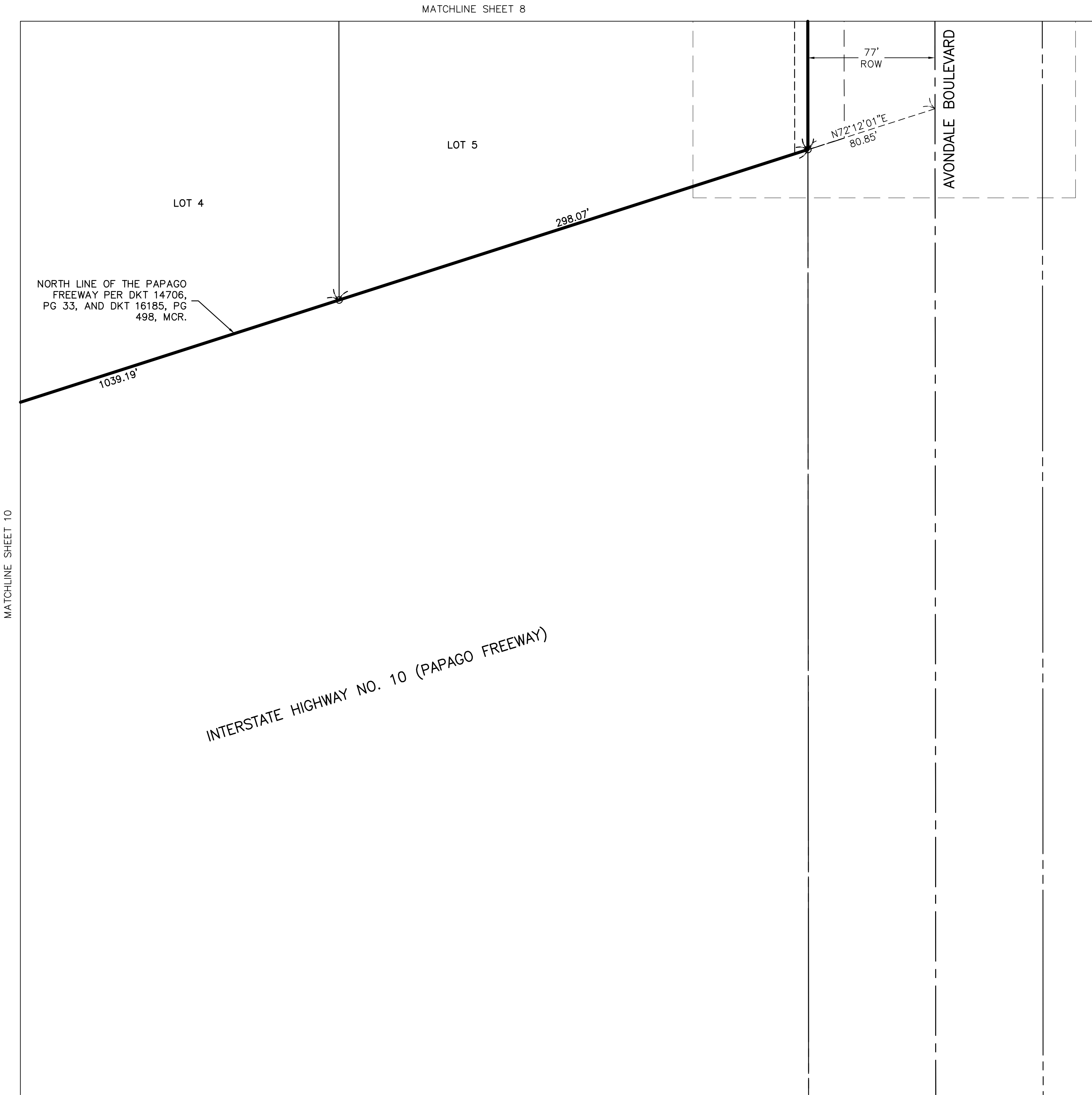
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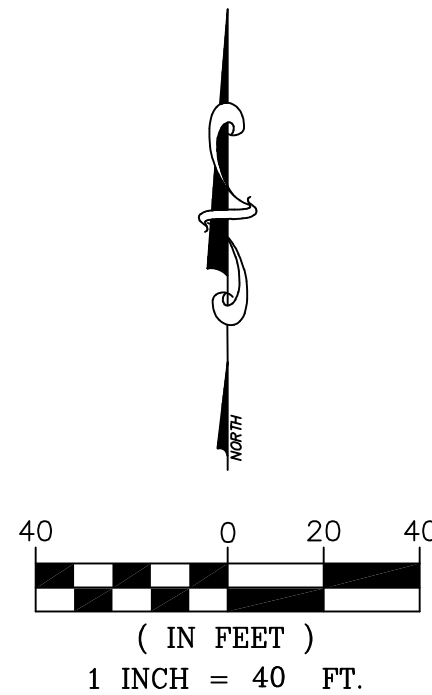
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A FINAL PLAT	2021-160	11 OF 11

ITEM NUMBER: 4.a.

SUBJECT: Public Hearing and Resolution 1084-1223 - Ashley Furniture – Minor General Plan Amendment – Application PL-21-0140

MEETING DATE: 12/18/2023

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 and Strategy: Creative and Sustainable Community Development.

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

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Resolution 1084-1223, approving a request by Adam Baugh of Withey Morris Baugh PLC, on behalf of the property owner to amend the 2030 General Plan Land Use Map for Ashley Furniture, a proposed office/industrial/retail campus development, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The proposed Minor General Plan Amendment (GPA), if approved, will amend the General Plan 2030 Land Use Map designation from Freeway Commercial, High Intensity Office, and Mixed Use to Business Park on approximately 65.7 net-acres located at the northwest corner of 107th Avenue and Roosevelt Street. The Council will take appropriate action.

BACKGROUND:

The approximately 65.7-acre subject property (Exhibits A and B) is located at the northwest corner of 107th Avenue and Roosevelt Street. Overall, the project size is 75.7 gross acres and the General Plan Amendment request only applies to a portion of the overall project. The other portion will remain Local Commercial to accommodate future commercial pads. The site subject to this GPA request is vacant and currently being used for farming.

The property was annexed into the City's corporate limits on April 3, 1986, and zoned Agricultural (AG) upon annexation. In 2007, the site was rezoned from Agricultural (AG) to Avondale Gateway Center Planned Area Development (PAD). There is a concurrent rezoning request to replace a portion of the existing Planned Area Development to allow for an integrated office/industrial/retail campus development.

A map showing both the existing and proposed General Plan Land Use designations on the property is included as Exhibit C. The property is presently designated by the General Plan 2030 Land Use Map as Freeway Commercial, High Intensity Office, and Mixed Use. Freeway Commercial is a land use category to accommodate the more intense uses of the I-10 Freeway, Loop 101, SR 30, and other future parkway

corridors. Freeway commercial development patterns will provide concentrated retail, hospitality, and related activity along these corridors. This category allows for a broad range of non-residential uses and development flexibility by promoting community-wide and regional retail, medical, office, higher educational complexes, hospitality, sports and family entertainment, commercial complexes, and service destinations to a larger trade area. It offers amenities such as attractive streetscapes, pedestrian activity connections, and efficient circulation.

The High Intensity Office land use category allows for high-rise offices. Retail, restaurant, and service uses located at the street level are allowed if limited to five (5) percent of the total floor area of a project. Office developments should be located at visible locations adjacent to freeways or within walking distance to transit stops with extraordinary site, building, and landscape design. Parking will be structured, and plazas and open spaces will be provided for the use of employees and visitors to the development.

Mixed Use is a land-use 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.

Approval of the Minor General Plan Amendment request will change the land use designation on the property to Business Park. The Business Park 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 category accommodates enclosed light manufacturing, corporate commerce, hotel, multi-story offices, research and development industries, solar and renewable energy manufacturers, motorsports-related manufacturing, and limited warehouse and support services that support these primary employment uses.

The existing uses and zoning of surrounding properties include:

NORTH OF 1-10 FREEWAY: From west to east - vacant land zoned Community Commercial (C-2), a rehabilitation hospital currently under construction zoned Freeway Commercial (C-3), a vacant parcel zoned Apricus PAD that allows for medical uses, a medical facility zoned AKOS PAD, a site currently under construction with a gas station and future commercial uses zoned C-3, and an electrical substation zoned Agricultural (AG).

EAST OF 107TH AVENUE: Vehicle dealerships zoned Avondale Automall PAD.

SOUTH OF ROOSEVELT STREET: Single-family homes zoned Roosevelt Park PAD.

WEST: Vacant land currently being farmed and zoned Avondale Gateway PAD.

SUMMARY OF REQUEST:

The applicant is requesting to amend the General Plan 2030 Land Use Map from Freeway Commercial, High Intensity Office, and Mixed Use to Business Park to accommodate the Ashley Furniture development (Exhibit D). As previously noted, the Business Park designation is a designation that 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. A portion of the site along 107th Avenue will remain Local Commercial to accommodate future commercial pads.

This proposed GPA is the first step in the development process for this site. A separate application to rezone the site to the Ashley Furniture Planned Area Development (PAD) has been filed and will be heard on the same Planning Commission and City Council meeting schedule as this proposed GPA. Approval of the proposed General Plan Amendment, changing the property's land use designation to Business Park, is required before the rezoning may be considered by Council.

PUBLIC PARTICIPATION:

A neighborhood meeting to discuss the proposal with neighboring property owners and other interested parties was held via teleconference on February 21, 2023 on Zoom. The notification of this meeting was completed in accordance with notification requirements. In addition to City Staff and the applicant's team, one (1) member of the general public, as well as two (2) Council members attended the virtual meeting. The applicant gave an overview presentation on the project and answered questions about the project. An overview of the discussion topics is outlined in the Neighborhood Meeting Summary, attached as Exhibit E.

One comment was received on the City's Avondale Connect platform that was not in support of the use and indicated they would prefer more grocery stores or food choices.

One letter was received (Exhibit F) from a representative of a neighboring property expressing concerns over increased truck traffic along Roosevelt Street and screening and buffering of the project.

PLANNING COMMISSION ACTION:

On November 15, 2023, the Planning Commission conducted a public hearing on the minor General Plan amendment. The Commission asked if the project was in the BLVD, where trucks would enter the project, what user was going in Building 2, and if there were plans for the freeway commercial portion of the project. The Commission voted 3-1 to recommend approval of the minor General Plan amendment. After the Planning Commission meeting, staff followed up with the Commissioner who did not support approval. He indicated that his no vote was due to the site being close to The BLVD area and the Roosevelt Park single-family residential subdivision to the south off of Roosevelt Street. He feels the proposed uses are not compatible to the area especially with truck traffic.

ANALYSIS:

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

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

Most properties designated as Business Park have been developed or are currently under development. There are few alternative sites designated as Business Park that are as close to the freeway as the subject site, which is a key component of this Ashley Furniture development. The amendment constitutes an overall improvement in the 2030 Plan and is not solely for the good or benefit of a particular landowner or owners.

2. It is in the best interest of all parties, including the City for the property to develop.

The property has remained vacant since its annexation into the City in 1986. Both the City and residents will benefit from the creation of new jobs, added tax revenues, and an enhanced appearance from the I-10 Freeway perspective.

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

- This proposal does not significantly alter acceptable land use patterns, as this site's current zoning allows for office, employment, commercial, and business park uses.
- Those uses are developed in the general vicinity of the project and this amendment would not adversely impact the existing land use.
- The developer will be responsible for all required off-site improvements.
- Through the accompanying proposed PAD zoning, the proposed development incorporates several measures to mitigate the impacts on surrounding land uses, particularly the Roosevelt Park community to the south. These measures include:
 - Enhanced landscape setbacks are provided along the site's perimeter, including a landscape setback of up to 68 feet in width along Roosevelt Street.
 - Planting of trees within those areas will soften the appearance of the new development.

- An eight (8) foot screen wall is provided for screening in strategic locations. A dedicated truck access point to minimize conflicts with trucks and passenger vehicles.

4. The amendment is consistent with the overall intent of the General Plan 2030 and other adopted plans, codes, and ordinances.

The proposed amendment furthers several goals of the General Plan 2030, including, but not limited to:

- Land Use Goal #3, Policy D “Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity”.
- Economic Vitality Goal #1 “Grow and diversify Avondale’s economy and employment base through business retention, expansion, and development.”
- Economic Vitality Goal #10 “Reserve adequate lands to accommodate business parks, light industrial uses, and higher education facilities.”
- Economic Vitality Goal #10, Policy B “Promote business park employment uses adjacent to high capacity roadway corridors, such as the I-10 Freeway and Van Buren Street.”
- Freeway Corridor Specific Plan Objective #1 “Prioritize the City’s appearance from the I-10 and Loop 101 freeways, limiting heavy industrial uses and establishing strict design requirements where necessary.”

DISCUSSION:

Staff finds this request meets the four (4) required findings and recommends approval of the proposed Minor General Plan Amendment.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

City Council will conduct a public hearing and **ADOPT** Resolution 1084-1223 approving Application PL-21-0140, a request for a Minor Amendment to the General Plan 2030 Land Use Map, changing the Land Use designation of the subject property from Freeway Commercial, High Intensity Office, and Mixed Use to Business Park.

Contact person for document distribution: Michelle Simerdla, Senior Planner

RESOLUTION NO. 1084-1223

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE GENERAL PLAN REGARDING THE LAND-USE DESIGNATION OF APPROXIMATELY ± 65.7 ACRES GENERALLY LOCATED AT NORTHWEST CORNER OF 107TH AVENUE AND ROOSEVELT STREET, AS SHOWN IN APPLICATION PL-21-0140 FROM FREEWAY COMMERCIAL, HIGH INTENSITY OFFICE AND MIXED USE TO BUSINESS PARK.

WHEREAS, the City of Avondale General Plan (the “General Plan”) was adopted by the Mayor and Council of the City of Avondale (the “City Council”) on April 2, 2012, and ratified by the qualified electors of the City of Avondale on August 28, 2012; and

WHEREAS, the General Plan was readopted by the City Council on May 2, 2022, and ratified by the qualified electors of the City of Avondale on August 2, 2022; and

WHEREAS, the City Council desires to amend the General Plan to change the land-use designation for approximately ± 65.7 acres generally located at the northwest corner of 107th Avenue and Roosevelt Street, from Freeway Commercial, High Intensity Office and Mixed Use to Business Park, as shown in Application PL-21-0140 (the “General Plan Amendment”); and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City of Avondale (the “City”) has consulted with, advised, and provided the opportunity for public comment on the General Plan Amendment; and

WHEREAS, all due and proper notices of the public hearings on the General Plan Amendment held before the City of Avondale Planning Commission (the “Commission”) and the City Council were given in the time, form and substance required by ARIZ. REV. STAT. § 9-461.06; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the Commission held a public hearing on the proposed General Plan Amendment on November 15, 2023, after which the Commission recommended approval; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City Council held a public hearing on the proposed General Plan Amendment on December 4, 2023.

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

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

SECTION 2. The General Plan is hereby amended to change the land-use designation for approximately $\pm$ 65.7 acres generally located at the northwest corner of 107th Avenue and Roosevelt Street, as depicted on Exhibit A, attached hereto and incorporated herein by reference, from Freeway Commercial, High Intensity Office and Mixed Use to Business Park.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 18, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

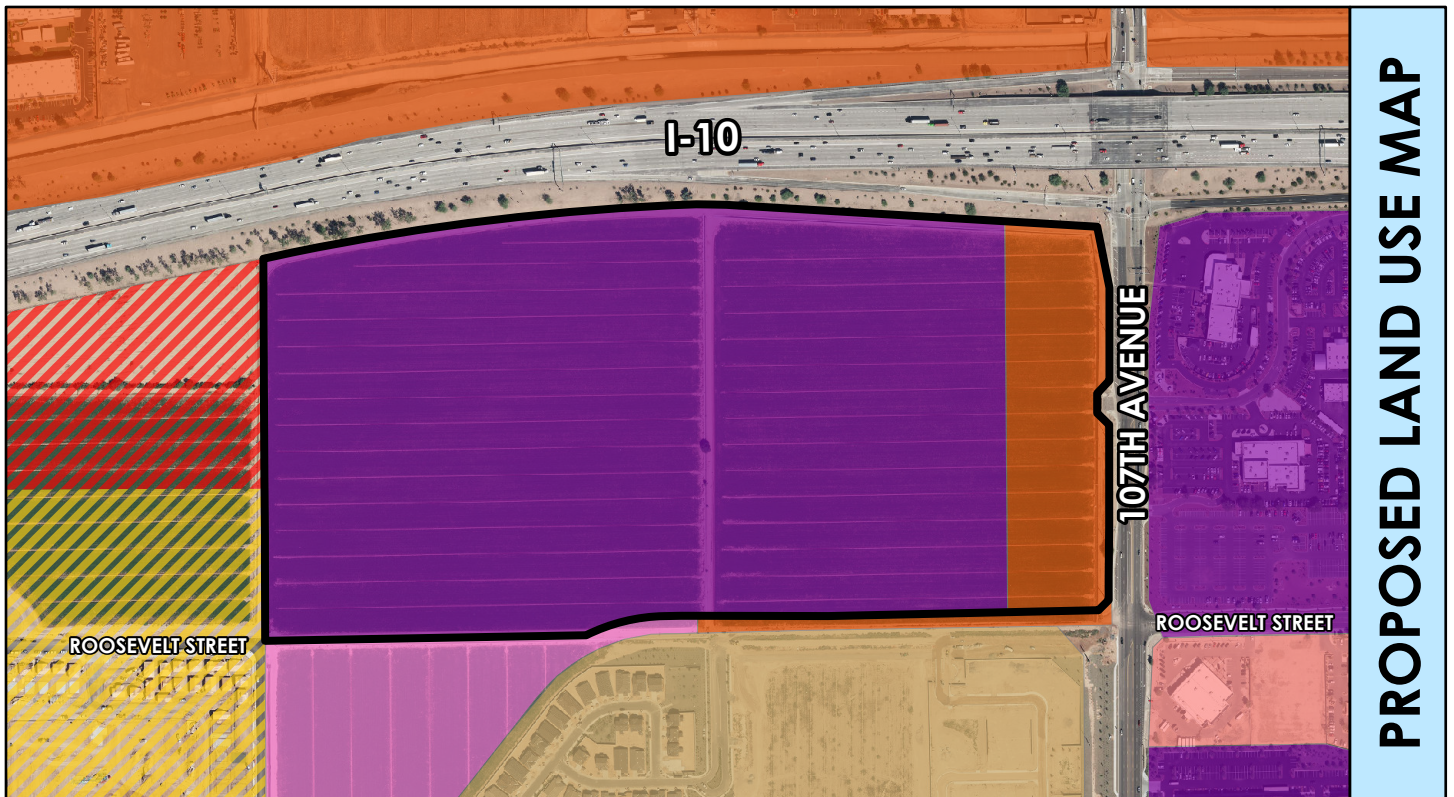
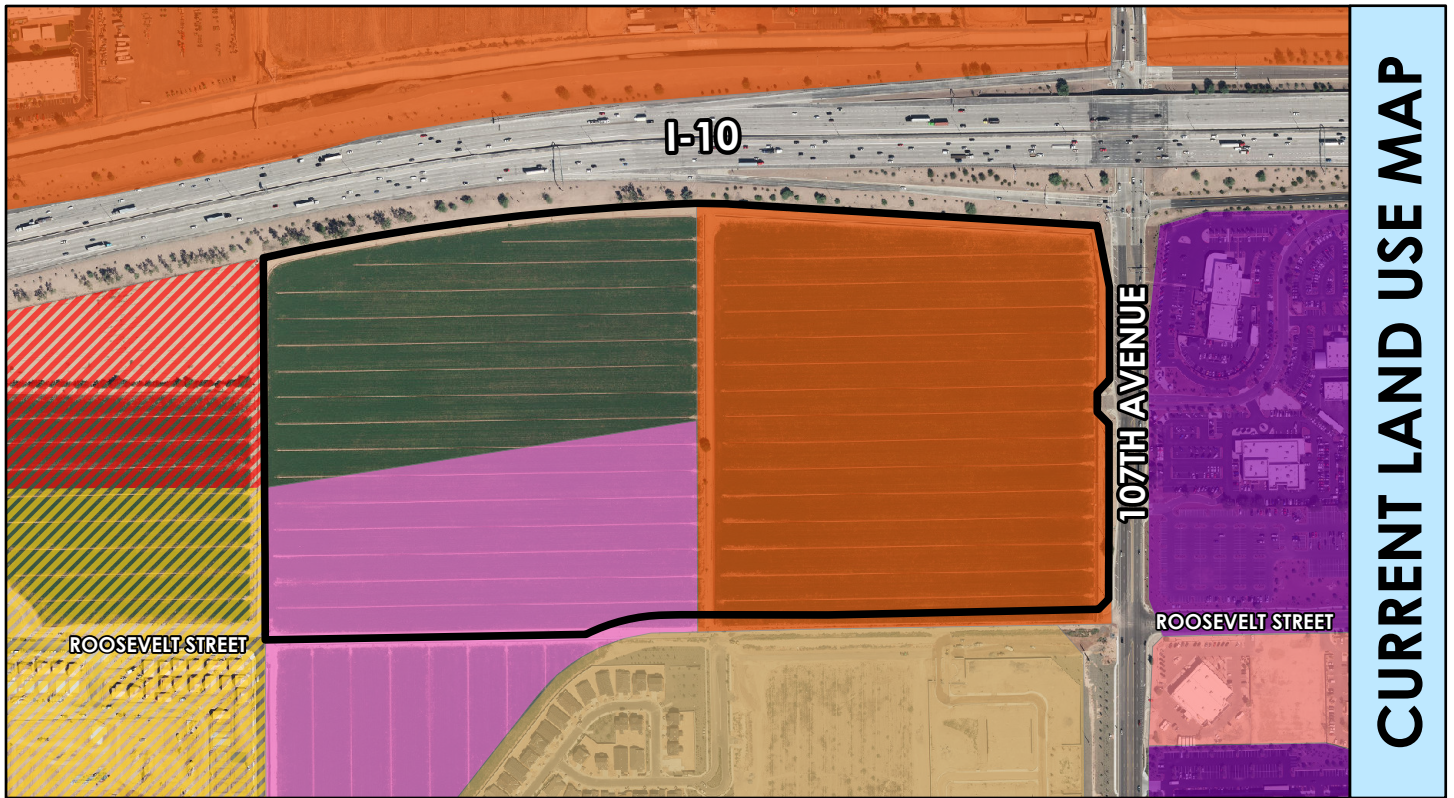
APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1084-1223

[General Plan Amendment Map]

See following page.



General Plan Land Use



- Business Park
- Freeway Commercial
- Local Commercial

- Medium/High Density Residential
- Mixed Use
- Gateway District
- Residential District



Subject Parcels



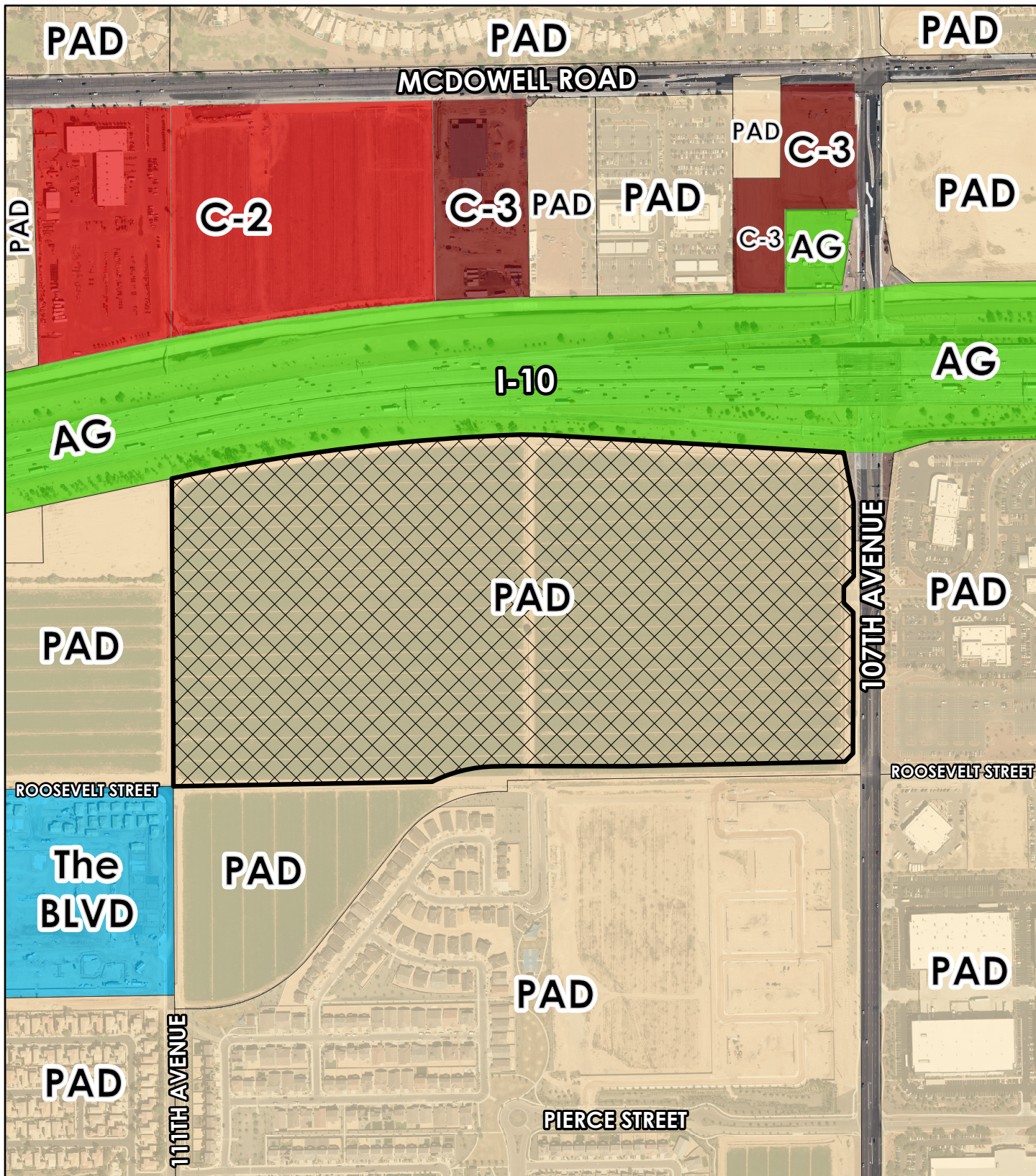


Aerial Map

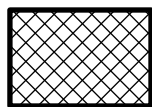


Subject Property





Zoning Vicinity



Subject Property



ASHLEY FURNITURE

Minor General Plan Amendment Narrative

4th Submittal: July 27, 2023
3rd Submittal: May 4, 2023
2nd Submittal: December 7, 2022
Initial Submittal: April 30, 2021
Application PL-21-0140



TABLE OF CONTENTS

A. REQUEST AND BACKGROUND	3
B. MINOR GENERAL PLAN AMENDMENT REVIEW AND ANALYSIS	4
C. FREEWAY CORRIDOR SPECIFIC PLAN	7
D. MINOR GENERAL PLAN AMENDMENT FINDINGS ANALYSIS	7
E. CONCLUSION	9

TABLE OF EXHIBITS

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

PROJECT COMFORT

Minor General Plan Amendment Narrative

A. Request and Property Description

This is a proposal to amend the Avondale General Plan 2030 Land Use Map for approximately 65.707 acres of property generally located at the southwest corner of the I-10 and 107th Avenue (the “Property”) (See ***Exhibit A, Aerial Map***) from Freeway Commercial, High Intensity Office and Mixed Use to Business Park. See ***Exhibit B, Existing General Plan Land Use Map and Exhibit C, Proposed General Plan Land Use Map***. It should be noted that the Property is a portion of a larger project site of which the eastern 270 +/- feet, adjacent to 107th Avenue, will be retained for Freeway Commercial uses and is not subject of this request. The Property consists of two (2) parcels and the existing use of the Property is agricultural. The Property is bound by the I-10 to the north and 107th Avenue to the east. The Property’s western boundary is the 111th Avenue alignment and the southern boundary is the Roosevelt Street alignment. Beyond 107th Avenue to the east is the Avondale Auto Mall (zoned PAD). To the south, beyond the future Roosevelt Street extension, is agricultural land (zoned PAD) and a new single-family subdivision, Roosevelt Park II (zoned PAD), currently under development. Within Roosevelt Park II, there is a future school site for the Littleton Elementary School District, which will be located to the south of the Property. To the west is agricultural land which is zoned PAD and is subject to the Avondale Gateway PAD. The Avondale Gateway PAD allows for office and enclosed light industrial uses on the land directly abutting the Project Comfort site.

A companion Planned Area Development (“PAD”) rezoning request (Application PL-21-0141) has been filed with the City of Avondale under separate cover to establish site-specific permitted uses, as well as development standards, design and signage criteria for a new integrated, high-quality office/industrial/retail campus development with up to 1.05 million square feet, and future commercial pads to be located along 107th Avenue. The proposed development (“Project Comfort” or the “Project”), which is anticipated to be an attractive, high quality development, will support the expansion needs of a well-established international company specializing with uses that include manufacturing, employment, and retail sales of targeted bulk consumer goods. It will also provide substantial employment opportunities within the City of Avondale, including the creation of up to 500+ diverse jobs; and, a significant capital investment of more than \$100 million, with anticipated annual retail sales of more than \$40 million.

Historically, the Property has been envisioned to accommodate several different users and land use types within a horizontal mixed-use area. However, while diverse use

types will be provided for within Project Comfort, this amendment is necessary to support a proposed large campus-like, single-anchor development, which was not previously considered. Thus, while there will still be employment, office and retail uses, among others, the Project is better categorized as Business Park, which accommodates an appropriate range of uses and better supports the proposed PAD. The “Business Park” land use category is “intended to allow for large scale campus development that provided 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 category accommodates enclosed light manufacturing, corporate commerce, hotel, multi-story offices, research and development industries, solar and renewable energy manufactures, moto sports related industry manufacturers, and limited warehouse and support services that support those primary employment uses. The Project has been designed from a site layout perspective to align with this land use category including the incorporation of quality landscape setbacks, pedestrian connections and employee amenities. The envisioned land uses also fit within this category.

Amendment of the General Plan Land Use Map will not only facilitate a quality development, but the ability for a significant employer to establish a presence in the City of Avondale. Therefore, the requested “Business Park” designation is an overall improvement for the City, and it will not adversely impact the community by significantly altering the acceptable land use pattern or impact existing uses in the area. The justifications for this request are provided herein.

B. Minor General Plan Amendment Review and Analysis

1. Availability of Current and Future Water Supplies

Water service will be provided to the Property by the City of Avondale and is available via a 16-inch public waterline within 107th Avenue. It is understood that with the development of this Project, a new 12-inch water main extension will be required within Roosevelt Street. This new main will extend from 107th Avenue and tie-in to the existing 12-inch waterline located at 112th Drive.

Sewer service will be provided to the Property by the City of Avondale. There is an existing sewer main within both 107th Avenue and Roosevelt Street, just west of the Property. It is anticipated that both of the existing sewer mains are too shallow to provide a gravity sewer connection to the Property. This Project will require a sewer lift station that will pump sewer to a short gravity sewer main extension within Roosevelt Street near 107th Avenue.

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

infrastructure will be adequate for the Project. Any water and sewer infrastructure needed to support the proposed development will be completed by the developer with no cost to the City.

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

A Traffic Impact Analysis has been provided to the City under separate cover with the PAD application. The TIA provides recommendations for mitigation of any impacts the Project may have on the adjacent street system. The project will comply with the City's current engineering policies and standards, and work to provide solutions that will enhance the City's transportation networks. The developer will also construct the traffic signal at 107th Avenue and Roosevelt Street by receiving 75 percent of the construction cost from the city.

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

The Project will not significantly impact the surrounding natural environment, and it is not located within any hillside, riparian or floodway areas. The Project will provide significant improvements to the Property with quality and aesthetically pleasing features, including a meaningful amount of private open space, furthering several goals of the General Plan.

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

The proposed development will contribute to strengthening the job market in Avondale by providing substantial employment opportunities within the City of Avondale, including up to 500+ new, diverse jobs including management, manufacturing, retail sales, warehouse, clerical, customer service, laborer positions and more. This proposal is consistent with General Plan policies to "develop the I-10 Corridor into the City's premier business and employment area by encouraging uses that provide a high ratio of well-paying jobs to square footage." It is anticipated that nearby residential areas will provide an employment base for the proposed development, furthering the goals of retaining residents and jobs within the City of Avondale and encouraging a live, work, play aspect to the City. Ultimately, due to the location of the proposed development adjacent to the I-10, and the unique mix of uses in the area, there is an opportunity for the proposed development to act as a catalyst for attracting future commercial, employment, and business-related land uses in the area.

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

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

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

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

- a. **Land Use Theme – Land use Element; Policy A.** Develop the I-10 corridor into the City's premier business and employment area by encouraging uses that provide a high ratio of well-paying jobs to square footage.

Project Comfort will be a quality development which will accommodate the expansion needs of an international company specializing with uses that include manufacturing, employment, and retail sales of targeted bulk consumer goods. The siting of the development adjacent to the I-10, a major transportation artery, was purposeful and it is anticipated that the development may act as a catalyst for other quality employment uses in the area. Ultimately, the proposed development will transform the otherwise underutilized Property into an employment campus and encourage other quality uses in the area, furthering the goals of the General Plan for land use adjacent to the I-10.

- b. **Economic Vitality Theme – Economic Element**

Goal 2. Create employment centers to attract businesses that match the City's economic targets;

Goal 3. Enhance and market Avondale's business climate;

Policy 10.A. Support efforts to locate and develop additional business parks, light industrial uses, and higher education facilities;

Policy 10.B. Promote business park employment uses adjacent to high capacity roadway corridors...

As noted above, Project Comfort will provide meaningful employment opportunities within the City of Avondale and it will enhance Avondale's business climate with the presence of an international company that will contribute significantly to the City's sales tax base. Project Comfort will activate an underutilized site adjacent to the I-10, an important high-capacity corridor, into a long-term asset within the City. The Project will also contribute to balancing the resident to job ratio within the City.

C. Freeway Corridor Specific Plan (FCSP)

The proposed amendment will further the goals and objectives of the Freeway Corridor Specific Plan as follows:

Objective #1: *“Prioritize the City’s appearance from the I-10 and the Loop 101 freeways, limiting heavy industrial uses and establishing strict design requirements where necessary”*

The proposed amendment will provide a framework for development of an integrated, high-quality office/industrial/retail campus development with up to 1.05 million square feet, and future commercial pads to be located along 107th Avenue. The proposed uses do not include heavy industrial uses and the proposed design will provide high quality architecture.

Objective #4: *“Ensure new development in the Plan area is pedestrian/bicyclist friendly and contributes to a walkable community.”*

The proposed development incorporates a walking trail for employees and provides pedestrian connectivity to/from project buildings to the public right-of-way, encouraging walkability.

D. Minor General Plan Amendment Findings Analysis

This request for a Minor General Plan Amendment meets or exceeds the required findings established by the City of Avondale, as detailed below.

1. *The development pattern contained on the Land Use Plan inadequately provides the appropriate optional sites for the use and/or change proposed in the amendment.*

The proposed Business Park land use designation for the Property is the most appropriate designation for Project Comfort. Project Comfort is a large campus-like development which requires a considerable amount of acreage to accommodate its development plan. It also requires high visibility from the freeway and quick access to and from. Therefore, while there are other sites in the area designated as “Business Park”, none have the qualities that the Property does. Thus, because of the amount of contiguous land required, along with the high need for freeway visibility, there are insufficient sites for the proposed use.

2. *The amendment constitutes an overall improvement to the GP2030 and is not solely for the good or benefit of a particular landowner or owners*

This amendment will help facilitate the expansion of a major international company into the City of Avondale, which will increase employment opportunities for City of

Avondale residents. The Project will also provide for significant capital investment in the area and a stable source of sales tax revenue for the City of Avondale. Thus, the positive impacts of this amendment will extend beyond the benefit of this particular property.

3. *The amendment will not adversely impact the community as a whole and/or a portion of the community by:*
 - a. *Significantly altering the acceptable land use patterns;*
 - b. *Requiring larger and more expensive public infrastructure improvements including, but not limited to, roads, water, wastewater, and public safety facilities than would otherwise be needed without the proposed change; or*
 - c. *Adversely impacting the existing land uses.*

The surrounding area is envisioned by the Land Use Map for predominately Business Park, High Intensity Office and Freeway Commercial uses; these are use categories that have been deemed by the City to be compatible adjacent to the I-10 Freeway. As noted above, this amendment is intended to merely provide a better framework for a single-user in a campus-like development, rather than apply multiple use types which is what the current Land Use Map currently provides. Therefore, this amendment should not create any more intensity than what is otherwise currently contemplated for this Property with the various land use designation types and should be no more impactful than what could be developed today. Provisions on the proposed site plan are incorporated to mitigate impacts of development, including a generous landscape buffer along the southern boundary of the Property of up to 68 feet. Additionally, one of the heavy truck access points is a dedicated heavy truck access, provided via the west driveway of the Property to minimize points of conflict with passenger vehicles and heavy trucks. Appropriate mitigation of any impacts will be addressed with city staff throughout the rezoning and site plan and design review process.

4. *That the amendment is consistent with the overall intent of the GP2030 and other adopted plans, code and ordinances*

Approval of this amendment is consistent with the overall intent of the GP2030 and other adopted plans, as detailed in Section 6.a above. The Project will be consistent with other codes and ordinances.

E. **Conclusion**

The proposed amendment is intended to provide a framework for development of the Property as a large campus-like development, which was not previously considered. The proposed Project is consistent with the land use pattern in the surrounding area and should be no more impactful than what can currently be developed under the use designation today. Approval of this amendment will result in the ability for an international company to expand its various business operations, which will result in a mix of vast quality employment opportunities, substantial tax revenues and capital investment within the City of Avondale. Finally, the proposed amendment is consistent with the overall goals and objectives of the General Plan and will not be a detriment to the surrounding area.

Exhibit A – Project Comfort Site Aerial

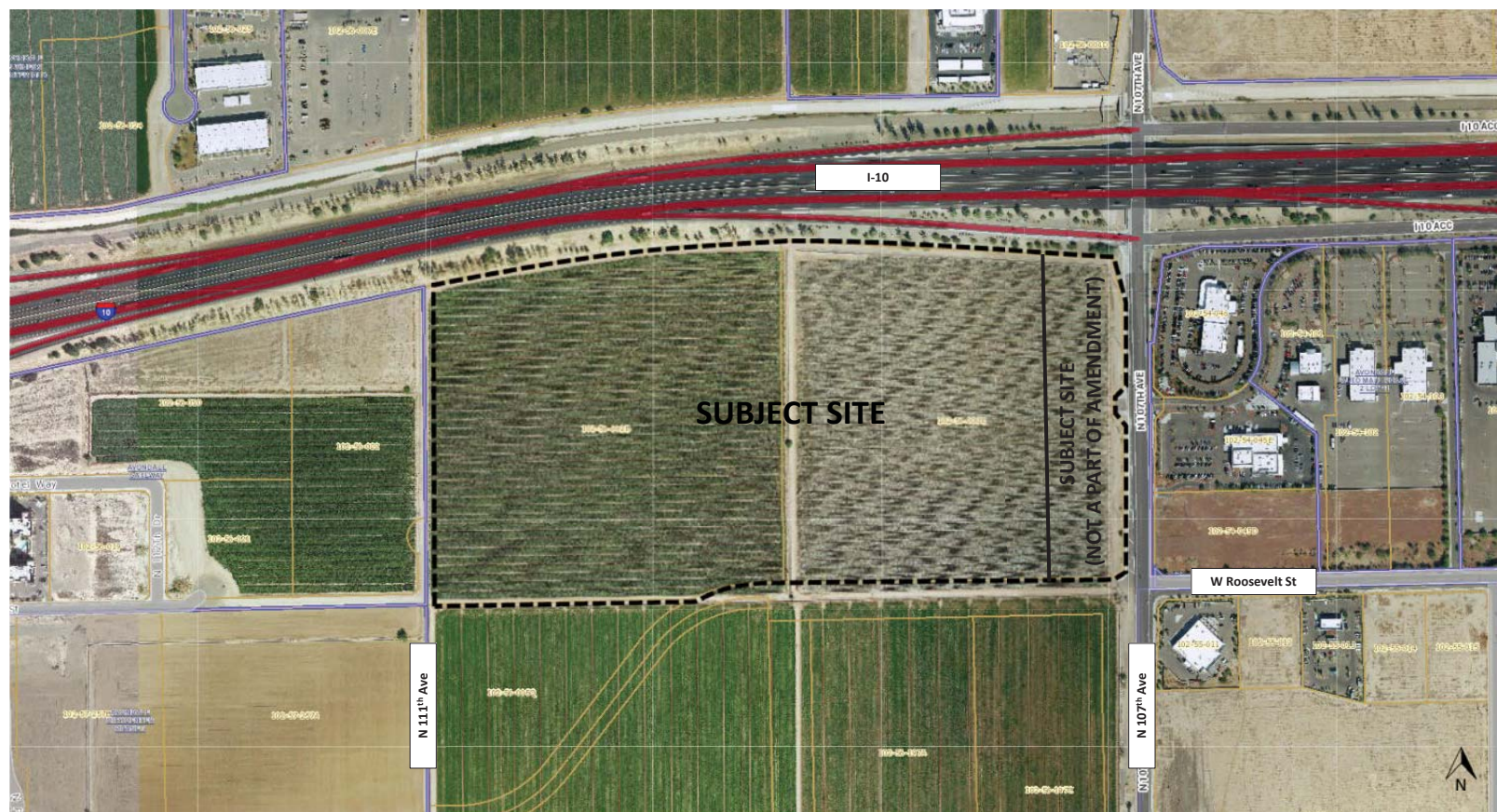


Exhibit B

Existing General Plan Map: High Intensity Office; Mixed Use; Freeway Commercial

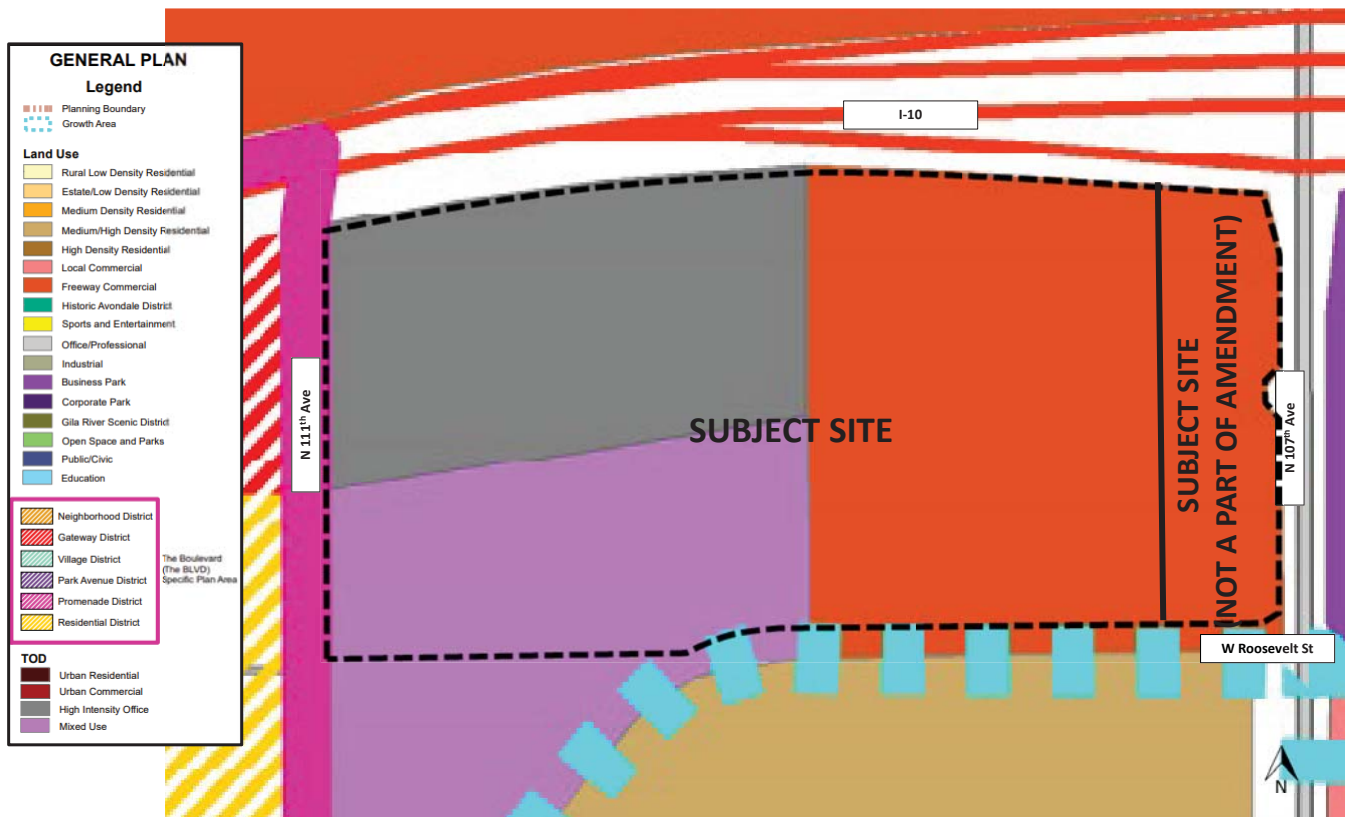
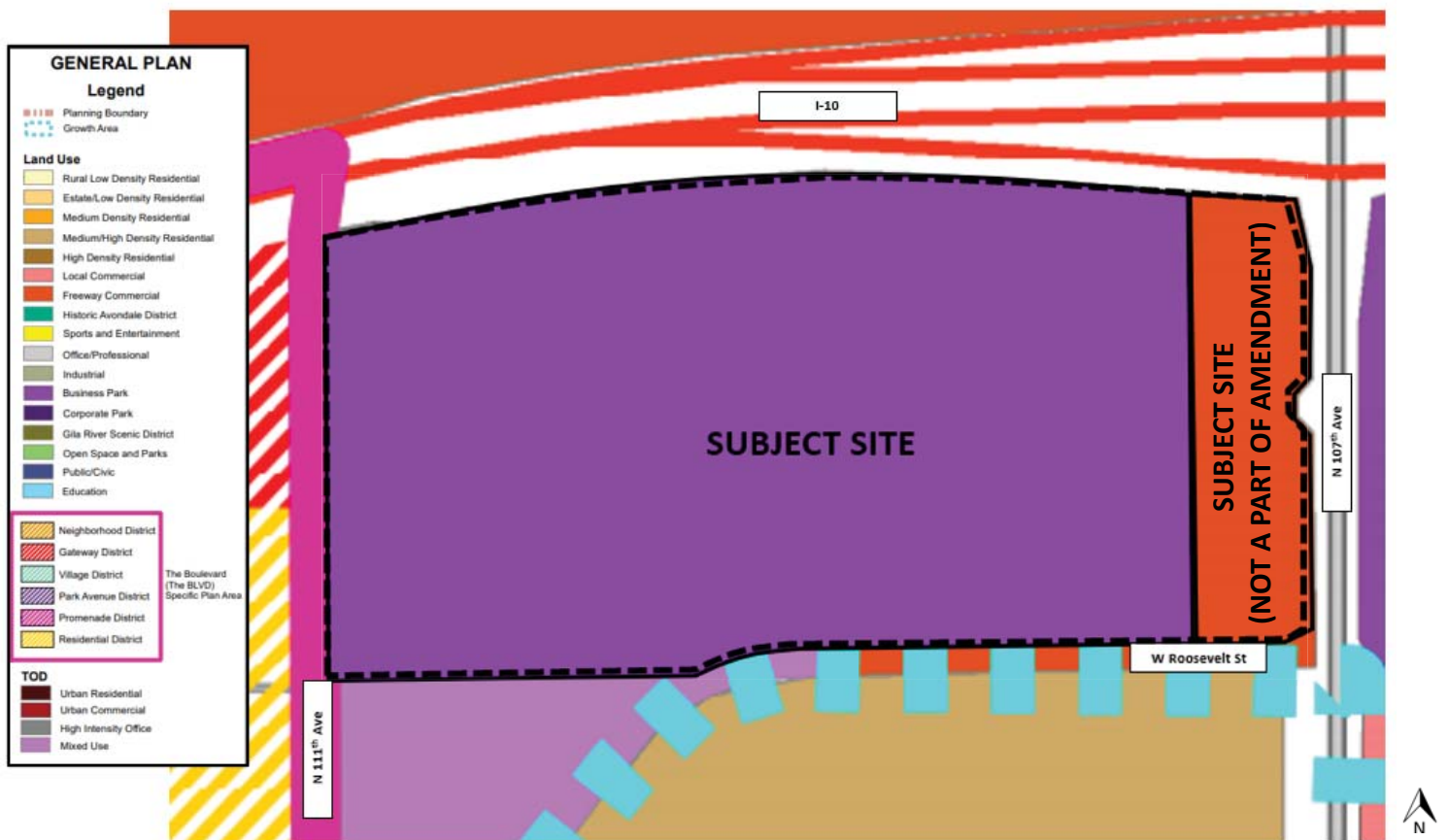


Exhibit C

Proposed General Plan Map: Business Park



PROJECT COMFORT

Neighborhood Meeting Summary

Case No. PL-21-0141 and -0140

Submitted: February 27, 2023



A. Date, Time, and Location of the Meeting

The required neighborhood meeting for Case Nos. PL-21-0141 and -0140 was held on Tuesday, February 21 at 6:00 PM. Due to the COVID-19 pandemic and city requirements for neighborhood meetings, the meeting was a virtual meeting that was hosted via the Zoom platform.

The neighborhood meeting notification was noticed in accordance with the City's Ordinance Requirements. The applicant completed the legal newspaper advertisement with a publishing in the February 1, 2023 edition of the Southwest Valley Republic newspaper. Additionally, the applicant posted a public notice sign by February 1, 2023 and mailed written notification to applicable parties on February 6, 2023. The affidavits are enclosed as **Tab A**.

B. Number of Participants

The applicant, along with the project development team, and City of Avondale Planning representatives attended the virtual neighborhood meeting. Vice Mayor Pineda and Councilmember Malone attended the meeting, as did one (1) member of the general public.

C. Summary of Presentation, Questions and Applicant Responses

The applicant commenced the neighborhood meeting by providing an overview of the application requests. The applicant provided a description of the surrounding area context, existing land use designations, and specifics regarding the proposed project. The applicant also shared the proposed elevations, site plan and economic data, as well as an outline of processing and the current status of the project. The applicant then offered an opportunity for questions and comments. Below is a summary of questions asked and the applicant-provided responses:

1. Employment data and nature of operations

The development team confirmed that an economic study is being updated and the final report will be provided to council members. Additionally, it was advised that the proposed development would be the first Ashley's one-stop-shop in Arizona; it would serve as a feeder for other Arizona locations. In terms of manufacturing uses, it was discussed that additional operational information could be provided in terms of hours of business and more, once that information is finalized.

2. Queuing

Queuing for the customer pick-up area was discussed. The applicant discussed how Ashley's would review their other sites to confirm functionality of the proposed configuration. It was also shared that Ashley's has an employee who coordinates customer pick-ups, including orchestrating on-site vehicles.

3. Traffic

There was a general question about truck traffic from the Park 10 property owner across the freeway. The applicant advised that the traffic report is being finalized and could be shared once complete. It was also discussed that deceleration lanes would be provided.

D. Summary

The feedback received regarding the proposed project was positive, with all attendees noting support for the proposed development. No major issues were raised. The applicant will continue to be available to discuss the proposal with interested parties throughout the process.

TAB A

**AFFIDAVIT- NOTIFICATION OF
NEIGHBORHOOD MEETING**

Date: 2/7/23

Case Number: PL-21-0140 & PL-21-0141 Project Name: Project Comfort
Project Location/Address: SWC I-10 and 107th Ave

In order to assist in providing adequate notice to interested parties, the applicant for any case requiring a public hearing in the City of Avondale must do the following **no less than 15 calendar days** prior to the **Neighborhood Meeting**:

1. **Newspaper:** Publish a legal ad a minimum of 1/8th page in the Wednesday edition of the Southwest Valley Arizona Republic giving notice of the date, time, and place of the scheduled Neighborhood meeting, as well as describe the nature of the request as contained on the formal zoning application.

The tear sheet for this notification is to be submitted with this affidavit.

2. **Sign:** Erect one sign per street frontage giving notice of the date, time, and place of the scheduled hearings, as well as describe the nature of the request as contained on the formal zoning application. Such notice shall be clearly legible and placed at a prominent location on the site – generally adjacent and perpendicular to the public right-of-way. The size and format of the sign shall meet requirements established by Planning Division Staff. It shall be the responsibility of the applicant to erect and maintain the sign on the subject property, and to maintain the hearing information on the sign until final disposition of the case.

A date stamped photo of the sign placement is to be submitted with this affidavit.

3. **Mailing:** Obtain the names and addresses of property owners within 1,000 feet of the site boundaries from the Maricopa County Assessor's Office, <http://www.maricopa.gov/assessor/gis/map.html> or from a title company using the last declared record of owner and mail notices to all property owners within this radius, giving notice of the date, time, and place of the scheduled Neighborhood meeting, as well as describing the nature of the request as contained on the formal zoning application.

A digital file (in Excel .xlsx format) named Property Ownership List that contains the Assessor's Parcel Number (APN), property owner names, and addresses (each in a separate column), as well as a parcel map showing the subject property and all parcels within 1,000 feet of the project boundaries according to the County Assessor's Office or Title Company, and a copy of the mailed notice is to be submitted with this affidavit.

I, Stephanie Watney certify that I am the authorized applicant to the City of Avondale for the above application, and do hereby affirm the following:

1. The legal ad has been prepared and published in the Southwest Valley Arizona Republic Newspaper as required by the Public Participation packet prepared by Planning Division Staff for the case noted above and the tear sheet for this notice has also been submitted.
2. The sign has been prepared and posted as required by the Public Participation packet prepared by Planning Division Staff for the case noted above and a date stamped picture of the site posting has also been submitted.
3. The property ownership list, parcel map, and mailed notice have been prepared and distributed as required by the Public Participation packet prepared by Planning Division Staff for the case noted above and submitted as a part of this affidavit. The Property ownership list accurately reflects the ownership of property within 1,000 feet of the above property boundaries, according to the Maricopa County Assessor records on 2 / 6 / 2023.


Applicant/Representative Signature

2/7/23

Date

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010
<https://www.avondaleaz.gov/government/departments/development-engineering-services>

Avondale

Aspiring. Achieving. Accelerating.

STATE OF Arizona)

County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 7 day of February 2023

Elizabeth McMillan
Notary Public

My Commission Expires:

April 11, 2023



Return completed and notarized affidavit to the Planner assigned to the case. Failure to provide affidavit and all supporting documents shall result in a continuance of the case.

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010
<https://www.avondaleaz.gov/government/departments/development-engineering-services>

Legal Notices

is submitted with the application for rezoning is not approved. An updated Traffic Impact Analysis that complies with all of the requirements in the Engineering Design Standards and Policies Manual shall be submitted with the first preliminary plat and/or site plan submitted for the development of the Property and approved by the City Engineer or his/her designee. The Traffic Impact Analysis shall identify all infrastructure required to accommodate the additional trips generated by the development of Property as rezoned, and the location or all access points from the public right-of-way to the Property, all of which shall comply with all applicable regulations including the requirements in the Engineering Design Standards and Policies Manual; and

27. In addition to being responsible for a proportionate share of the cost of the full traffic signal at the intersection(s) identified above, Owner is also responsible for a proportionate share of the costs of additional traffic signals identified in an approved Traffic Impact Analysis/Study as being needed. If an updated Traffic Impact Analysis/Study reflects the need for any additional traffic signals at an intersection adjacent to the Property, Owner shall, at no cost to the City, convey in fee, lien free, and free of any encumbrances unless specifically agreed to by the City, any additional right-of-way needed for the construction of the traffic signal and the signal that will be located on the Property. In addition, Owner shall make an in-lieu payment to the City toward the cost of the signal. Except as provided herein, the in-lieu payment will be 25% of the cost of a full traffic signal for each corner of the intersection adjacent to the Property. For example, if a traffic signal is required at an intersection where two of the four corners of the intersection are adjacent to the Property, Owner would be responsible for 50% of the cost of a full traffic signal. The in-lieu payment shall be calculated based on the actual cost of the traffic signal if it has been constructed or, if the payment is made before the traffic signal has been completed, upon an engineer's estimate of the probable cost of the signal approved by the City Engineer or his/her designee traffic signal. The dedication(s) and in-lieu payment(s) required herein shall be made at the earlier of the following: (i) before the issuance of any engineering permit for any of the work reflected in a site plan, Minor Land Division (MLD), or final plat that includes, is adjacent to, or requires connection to the intersection where the traffic signal is needed; or (ii) before the recordation of any final plat or MLD that includes, is adjacent, or requires connection to the intersection where the traffic signal is needed; and

28. Owner shall relocate or replace existing traffic signals (the existing pole and mast arm) to their ultimate locations at the southeast corner of the intersection of S. Estrella Parkway and W. Yuma Road. Any necessary modifications to mast arm, pedestrian push button poles, ADA ramps, or street improvements to the widening of W. Yuma Road and S. Estrella Parkway to their ultimate configurations.

29. Unless Owner constructs a bridge or culvert over Bullard Wash on W. Yuma Road pursuant to the terms of a development agreement with the City, Owner shall pay an in-lieu payment representing 25% of the full cost of the Yuma Road Bridge. The in-lieu payment required herein shall be paid prior to the issuance of the first civil construction permit for any work within the Property. The in-lieu payment shall be based on the actual cost of the Yuma Road Bridge if it has been constructed by others, or if the payment is required before the Yuma Road Bridge has been constructed, it shall be based on the estimated cost of the Yuma Road Bridge as determined by the City Engineer or designee. Yuma Road Bridge is defined as a bridge or a culvert crossing over Bullard Wash on Yuma Road that can convey up to the 100-year peak flow under Yuma Road, that is designed to meet the minimum City standards applicable to such structures and the drainage standards in effect at the time of development; and

30. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the Property shall comply with the City of Goodyear's Engineering Design Standards and Policies, except as modified by the City Engineer, the Maricopa County Association of Governments' standards for public works construction, all Building Codes and Regulations adopted by the City of Goodyear, and all applicable federal, state and local laws, ordinances, rules, reg-

Legal Notices

ulations, standards, and policies applicable to the development of the Property; and

Owner shall dedicate, at no cost to the city, all rights-of-way and/or easements within the boundaries of the Property that are: (i) needed for the construction of infrastructure improvements required for the City to provide water and wastewater services to the Property; (ii) required under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies; (iii) required for the construction of improvements for which Owner is responsible for making in-lieu payments; (iv) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies. The rights-of-way to be dedicated shall be dedicated in fee and all rights-of-ways and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. Unless the timing of the required dedications is modified by any stipulation in this ordinance, the terms of a written development agreement approved by the Council or a written phasing plan approved by the City Engineer or his/her designee, all dedications shall be made prior to or concurrent with recordation of a final plat or approval of a site plan that includes the area in which the dedicated property is located or when requested by the City Engineer or his/her designee, whichever is earlier, and all rights-of-ways and easements shall be dedicated prior to or concurrent with the construction of such infrastructure improvements if completed or, if not completed, the payment shall be in the amount of an engineer's estimate of the costs as approved by the Goodyear City Engineer or his/her designee. The payment requirement here shall be paid prior to or concurrent with the recordation of a final plat triggering Owner's obligation to design and construct the infrastructure improvements.

SECTION 5. ABRIDGMENT OF OTHER LAWS

Except where expressly provided, nothing contained herein shall be construed to be an abridgment of any other ordinance, regulation, or requirement of the City of Goodyear.

Legal Notices**SECTION 6. AMENDMENT TO ZONING MAP**

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning set forth in Section 3 of this Ordinance by the adoption of that certain document titled, "Official Supplementary Zoning Map No. 22-17," declared a public record by Resolution 2023-283, and which is referred to and made a part hereof as if fully set forth in this Ordinance, and such amendment to the Zoning Map shall be filed with the City Clerk in the same manner as the Zoning Map of the City of Goodyear.

SECTION 7. CORRECTIONS
The Zoning Administrator, City Clerk, and the codifiers of this Ordinance are authorized to make necessary clerical corrections to this Ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 8. SEVERABILITY
If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the other portions of the ordinance or the parts thereof.

SECTION 9. EFFECTIVE DATE
This Ordinance shall become effective upon the effective date of Resolution 2023-283 or thirty (30) days from the date this Ordinance is adopted and passed whichever is later.

SECTION 10. PENALTIES
Any person who violates and provision of this ordinance shall be subject to penalties set forth in Section 1-2-3 of the City of Goodyear Zoning Ordinance as it may be amended from time to time and which currently provides:

Section 1-2-3.3 Violations and Penalties
A. It is unlawful to construct, erect, install, alter, change, maintain, use or to permit the construction, erection, installation, alteration, change, maintenance, or use of any house, building, structure, sign, landscaped area, parking lot or fence, or to permit the use of any lot or land contrary to, or in violation of any provisions of this Ordinance, or of any conditions, stipulations or requirements included as a condition of any applicable approval. Any land use that is specifically prohibited by this Ordinance or is unspecified and not classified by the Zoning Administrator is prohibited in any district.

B. Responsible Party. The responsible party for any violations hereunder is the owner of personal property improvements or real property and/or person in possession or control of any personal property improvements or real property (Person). The responsible party shall be responsible for any violations hereunder whether or not the responsible party or its agent committed the prohibited act(s) or neglected to prevent the commission of the prohibited act(s) by another.

C. Every Responsible Party shall be deemed responsible or guilty of a separate offense for each and every day during which any violation is committed or continued.

Legal Notices

D. Penalty. Any Person who violates any of the provisions of this Ordinance and any amendments thereto to and/or any conditions, stipulations or requirements included as a condition of any applicable approval shall be:

1. Subject to civil sanctions of not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000) per offense; or
2. Guilty of a class 1 misdemeanor, punishable by a fine not exceeding two thousand five hundred dollars (\$2,500), or by a term of probation not exceeding three (3) years, or imprisonment for a term not exceeding six (6) months, or punishable by a combination of fine, probation or imprisonment. The City Prosecutor is authorized to file a criminal misdemeanor complaint in the City of Goodyear Municipal Court for violations hereunder.

SECTION 11. RECORDATION
This Ordinance shall be recorded with the Maricopa County Recorder's Office. PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a 7-0 vote, this 23rd day of January 2023.

Attest:
Date: January 23, 2023
/s/ Joe Pizzillo, Mayor
Attest:
/s/ Darcie McCracken, City Clerk
APPROVED AS TO FORM:
/s/ Roric Massey, City Attorney
Published in the Arizona Republic Southwest Section on Wednesday, February 1 and February 8, 2023. Goodyear Legal Ad#23-0086

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Legal Notices

AZCENTRAL.COM | MIDWEEK, 02.01.23 | Z5 9

Legal Notices**Legal Notices**

**CITY OF AVONDALE
PUBLIC MEETING NOTICE
NEIGHBORHOOD MEETING**

TUESDAY, FEBRUARY 21ST, 2023, 6:00 P.M.

You are invited to attend a neighborhood meeting to discuss requests by Adam Baugh of Withey Morris, P.L.C.

Request: Rezone (PL-21-0141) and Minor GPA (PL-21-0140).

Location: Northwest corner of Roosevelt Street and 107th Avenue.

Zoning Change: Avondale Gateway Planned Area Development (PAD) to a new PAD - Project Comfort PAD to allow for a proposed office/industrial/retail campus development on approximately 75.7 acres.

General Plan Land Use Change: High Intensity Office, Mixed Use, and Freeway Commercial to Business Park on approximately 65.7 acres.

At the meeting, the applicant and/or her representative will be available to answer questions and solicit comments on this request. Please note, this is not a public hearing and no official action will be taken.

The meeting is scheduled for:

Date: Tuesday, Feb. 21st, 2023
Time: 6:00 P.M.
Place: Zoom teleconference only
Meeting ID: 852 3438 4207
Passcode: 603722
Dial in: +1 719 359 4580
Web Link: <https://us02web.zoom.us/j/85234384207?pwd=emExNWhvQVpCeWpZNMhJL01uSjTNIQT09>

Applicant Contact: Adam Baugh (602) 230-0600
City of Avondale Contact: Michelle Simerdla (623) 333-4022

Published in the Southwest Valley Arizona Republic on February 1, 2023.

Legal Notices**Legal Notices**

**CITY OF AVONDALE
PUBLIC MEETING NOTICE
NEIGHBORHOOD MEETING**

THURSDAY, FEBRUARY 23, 2023, 6:00 P.M.

You are invited to attend a neighborhood meeting to discuss the following City-initiated requests:

- PL-22-0340 - Rezone from General Industrial (A-1) to Planned Area Development (PAD) to allow for an existing public use (resource center) at the southwest corner of Eliseo C. Felix Jr. Way and Riley Drive.
- PL-22-0315 - Rezone from Agricultural (AG) to PAD to allow for an aquatic center generally located at 1,420 feet southeast of the southeast corner of Coldwater Springs Boulevard and Avondale Boulevard.
- PL-22-0316 - Rezone from AG to PAD to allow for an existing public use (City Hall) generally located approximately 585 feet southeast of the southeast corner of Coldwater Springs Boulevard and Avondale Boulevard.
- PL-22-0317 Rezone from AG to PAD to allow for an existing public use (library) generally located at the southeast corner of Coldwater Springs Boulevard and 114th Avenue.
- PL-22-0318 - Rezone from AG to PAD to allow for a park located approximately 554 feet southeast of the southeast corner of Coldwater Springs Boulevard and 114th Avenue.
- PL-22-0307 - Rezone from Single-Family Residential (R1-6) to PAD to allow for an existing public use (fire station) located approximately 629 feet west of the southwest corner of Van Buren Street and Fairway Drive.
- PL-22-0358 - Rezone from General Industrial (A-1) to PAD to allow for a Police Department detention center and substation at the northwest corner of Eliseo C. Felix Jr. Way and Western Avenue.

At the meeting, the City will be available to answer questions and solicit comments on this request. Please note, this is not a public hearing and no official action will be taken.

The meeting is scheduled for:

Date: Thursday, February 23rd, 2023
Time: 6:00 P.M.
Place: Zoom teleconference only
Meeting ID: 605 902 7693
Meeting Web Link: <https://avondaleaz.zoom.us/j/6059027693>
Dial in: +1 253 2158782

City of Avondale contacts: Michelle Simerdla (623) 333-4022 and Ann Dolmage 623-333-4030.

Published in the Southwest Valley Arizona Republic on February 1, 2023.

AR-GC1010280-01

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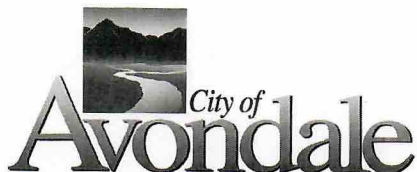
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AFFIDAVIT OF POSTING
(General Plan Amendment, Rezoning,
Conditional Use Permit, Major PAD amendment)

Case No: PL-21-0141& (GPA) (PL-21-0140).

Project Name: _____

Project Location: NWC 107th Ave & Roosevelt St.

Date Sign Posted: 02/01/23

In order to assist in providing adequate notice to interested parties, the applicant for any type of public hearing in the City of Avondale shall erect one sign per street frontage giving notice of the date, time, and place of the scheduled hearings. These signs must be erected not less than 15 calendar days before the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of the sign shall meet requirements established by the Development Services Department. A photo of the sign placement to be submitted with this affidavit.

Such notice shall be clearly legible and placed at a prominent location on the site – generally adjacent and perpendicular to the public right-of-way. It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

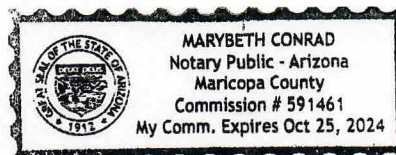
I confirm that the site has been posted as required above for the case noted above. A picture of the site posting and photos of any subsequent changes/updates made to the sign have also been submitted.

Marybeth Conrad
Applicant/Representative Signature

2/1/23
Date

STATE OF Arizona)
County of Maricopa)

SS



The foregoing instrument was acknowledged before me on 02/01/23.

Marybeth Conrad
Notary Public

My Commission Expires:

10-25-24

**Return completed and notarized affidavit and all relevant photos to the
Development Services Department.**

Development 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

Notice of Public Hearing City of Avondale REZONE AND MINOR GENERAL PLAN AMENDMENT

PURSUANT TO ARIZONA REVISED STATUTES SECTIONS 9-462.04 et seq., NOTICE IS HEREBY GIVEN that the Planning Commission and City Council will be holding separate public hearings at the dates and times set forth below, in the place specified below, at which times and place all interested persons will have an opportunity to appear and be heard in relation to the following request(s):

Request: Rezone (PL-21-0141) and Minor General Plan Amendment (GPA) (PL-21-0140).

Location: Northwest corner of Roosevelt Street and 107th Avenue.

Zoning Change: Avondale Gateway Planned Area Development (PAD) to a new PAD – Project Comfort PAD to allow for a proposed office/industrial/retail campus development on approximately 75.7 acres.

General Plan Land Use Change: High Intensity Office, Mixed Use, and Freeway Commercial to Business Park on approximately 65.7 acres.

You are welcome to attend the following meetings/public hearings to learn more about the request and/or share your opinions:

Neighborhood Meeting

Date: February 21, 2023

Time: 6:00 PM

Zoom teleconference only

Zoom Meeting ID: 852 3438 4207

Passcode: 603722

Dial in: +1 719 359 4580

Web Link: [https://us02web.zoom.us/j/85234384207?](https://us02web.zoom.us/j/85234384207?pwd=emExNVhQVjJCeWpZNmhJL01uSTNIQT09)

[pwd=emExNVhQVjJCeWpZNmhJL01uSTNIQT09](https://us02web.zoom.us/j/85234384207?pwd=emExNVhQVjJCeWpZNmhJL01uSTNIQT09)

Planning Commission

Date: TBD

Time: 6:00 PM

Location: Avondale City Hall

Council Chambers

11465 W. Civic Center Drive

Avondale, Arizona 85323

City Council

Date: TBD

Time: 6:00 PM

Location: Avondale City Hall

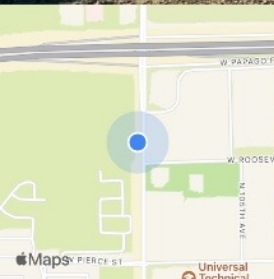
Council Chambers

11465 W. Civic Center Drive

Avondale, Arizona 85323

City of Avondale contact: Michelle Simerda (602) 333-4022

Applicant contact: Adam Baugh (602) 230-0600



Feb 01, 2023 08:30AM
916-1030 N 107th Ave
Maricopa County

Notice of Public Hearing City of Avondale

REZONE AND MINOR GENERAL PLAN AMENDMENT

PURSUANT TO ARIZONA REVISED STATUTES SECTIONS 9-462.04 et seq., NOTICE IS HEREBY GIVEN that the Planning Commission and City Council will be holding separate public hearings at the dates and times set forth below, in the place specified below, at which times and place all interested persons will have an opportunity to appear and be heard in relation to the following request(s):

Request: Rezone (PL-21-0141) and Minor General Plan Amendment (GPA) (PL-21-0140).

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Web Link: <https://us02web.zoom.us/j/85234384207?pwd=emExNWhQVjJCeWpZNMhJL01uSTNIQT09>

Planning Commission

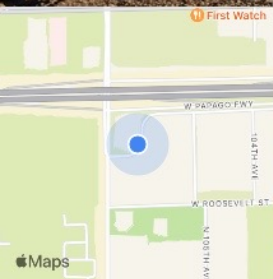
Date: TBD
Time: 6:00 PM
Location: Avondale City Hall
Council Chambers
11465 W. Civic Center Drive
Avondale, Arizona 85323

City Council

Date: TBD
Time: 6:00 PM
Location: Avondale City Hall
Council Chambers
11465 W. Civic Center Drive
Avondale, Arizona 85323

City of Avondale contact: Michelle Simerdia (623) 333-4022

Applicant contact: Adam Baugh (602) 230-0600



Feb 01, 2023 08:29AM
916-1030 N 107th Ave
Maricopa County



February 6, 2023

Re: Notice of Neighborhood Meeting for the Property Located at the Southwest Corner of the I-10 Freeway and 107th Avenue, Avondale, Arizona (Case Nos. PL-21-0140 & PL-21-0141)

Dear Property Owner or Registered Neighborhood Association Representative:

The purpose of this letter is to inform you that a virtual neighborhood meeting is scheduled to review and solicit public input regarding a General Plan amendment and rezoning request for the approximately 75.7-acre property located at the southwest corner of the I-10 Freeway and 107th Avenue. This meeting will provide an opportunity for interested parties to learn about the proposed development planned for the Property.

As background, the Property is currently zoned Avondale Gateway Center Planned Area Development ("PAD"), which contemplates a multi-user employment park with commercial land uses at the Property. That said, the new development plan continues to provide employment and commercial uses and will also include some manufacturing uses as well. Because of the project is being designed for a single tenant campus, it is necessary to revisit the zoning for the Property to address the specific needs of the user. Accordingly, requests have been filed with the City of Avondale to (i) rezone the Property to a new Planned Area Development to allow for a proposed retail/office/manufacturing development on approximately 75.7 acres; and (ii) amend the General Plan Land Use Map designation for a portion of the Property from Freeway Commercial/High Intensity Office/Mixed Use to Business Park.

These requests are proposed to facilitate development of the Property as an approximately 1.05 million square foot campus which will include a mix of uses including retail, office, call center, warehouse and distribution, and manufacturing uses, with future C-3 commercial retail pads. The proposed development is designed as an attractive, high-quality development that will include quality architecture and private open spaces. In addition to the requested PAD rezoning, a concurrent Minor General Plan Amendment is being requested to amend the General Plan Land Use Map designation for a portion of the Property from Freeway Commercial/High Intensity Office/Mixed Use to Business Park, which supports large campus developments with abundant employment opportunities. A conceptual site plan and project rendering are included as enclosures with this letter.

The virtual neighborhood meeting is scheduled as follows:

Virtual Neighborhood Meeting

Date: Tuesday, Feb. 21st, 2023
Time: 6:00 P.M.
Place: Zoom teleconference only
Meeting ID: 852 3438 4207
Passcode: 603722
Dial In: +1 719 359 4580
Web Link:

<https://us02web.zoom.us/j/85234384207?pwd=emExNVhQVjJCeWpZNmhJL01uSTNIQT09>

Please feel free to contact me via e-mail at adam@witheymorris.com or by telephone at (602) 230-0600 should you have any questions or concerns regarding this proposal. You may also contact Michelle Simerdla, Senior Planner, with the City of Avondale via e-mail at msimerdla@avondaleaz.gov or by telephone at (623) 333-4022.

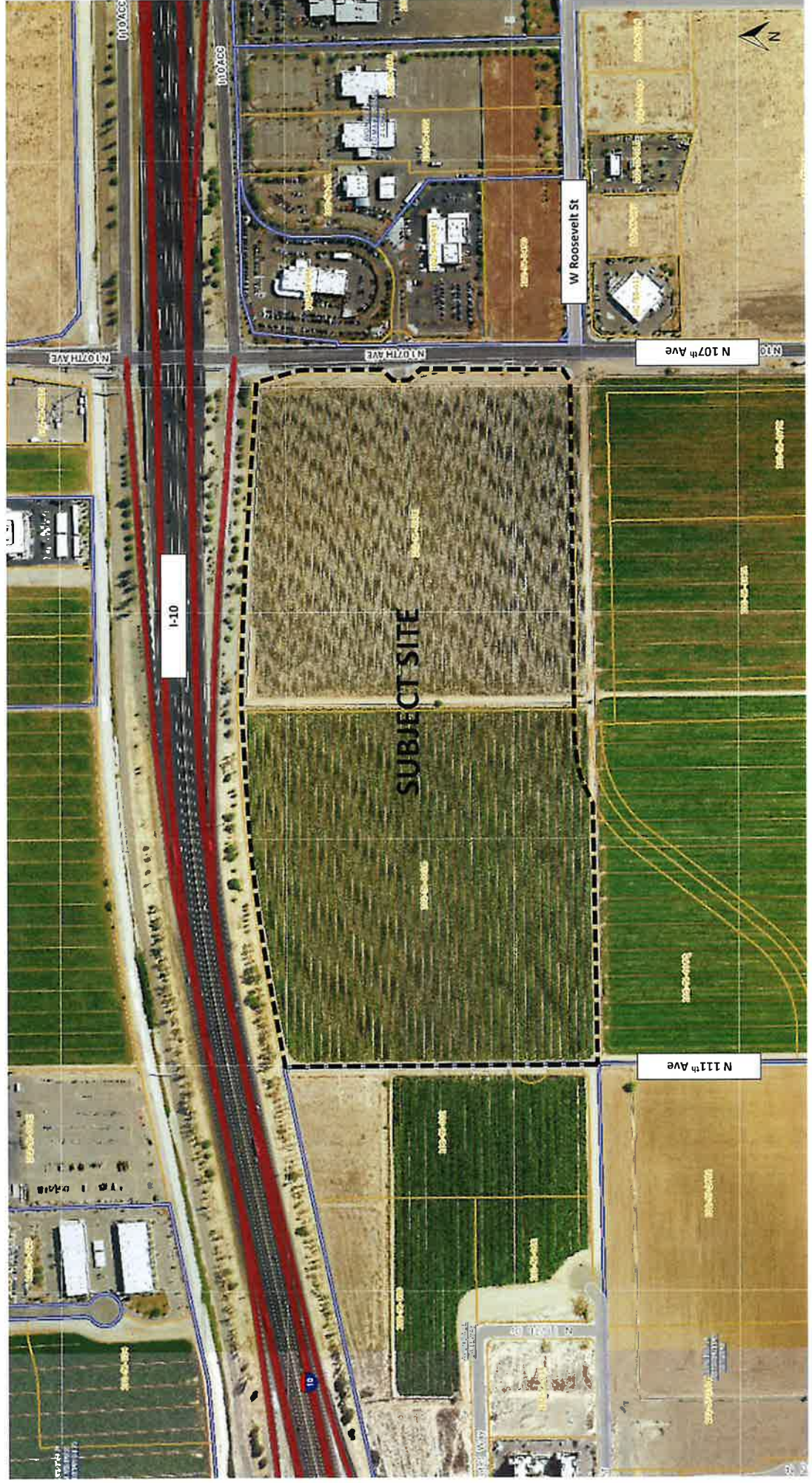
Thank you for your courtesy and consideration.

Sincerely,
WITHEY MORRIS P.L.C.

By 
G. Adam Baugh

Enclosures

Exhibit A - Site Aerial





hpa, inc.
8831 bardeen avenue s.e.
#100 burr, ga
30412
tel: 959-863-1770
mail: hpa@hpahts.com

OWNER
ASHLEY
FURNITURE
INDUSTRIES, LLC



OWNER'S REPRESENTATIVE

Project: ASHLEY PROJECT COMFORT

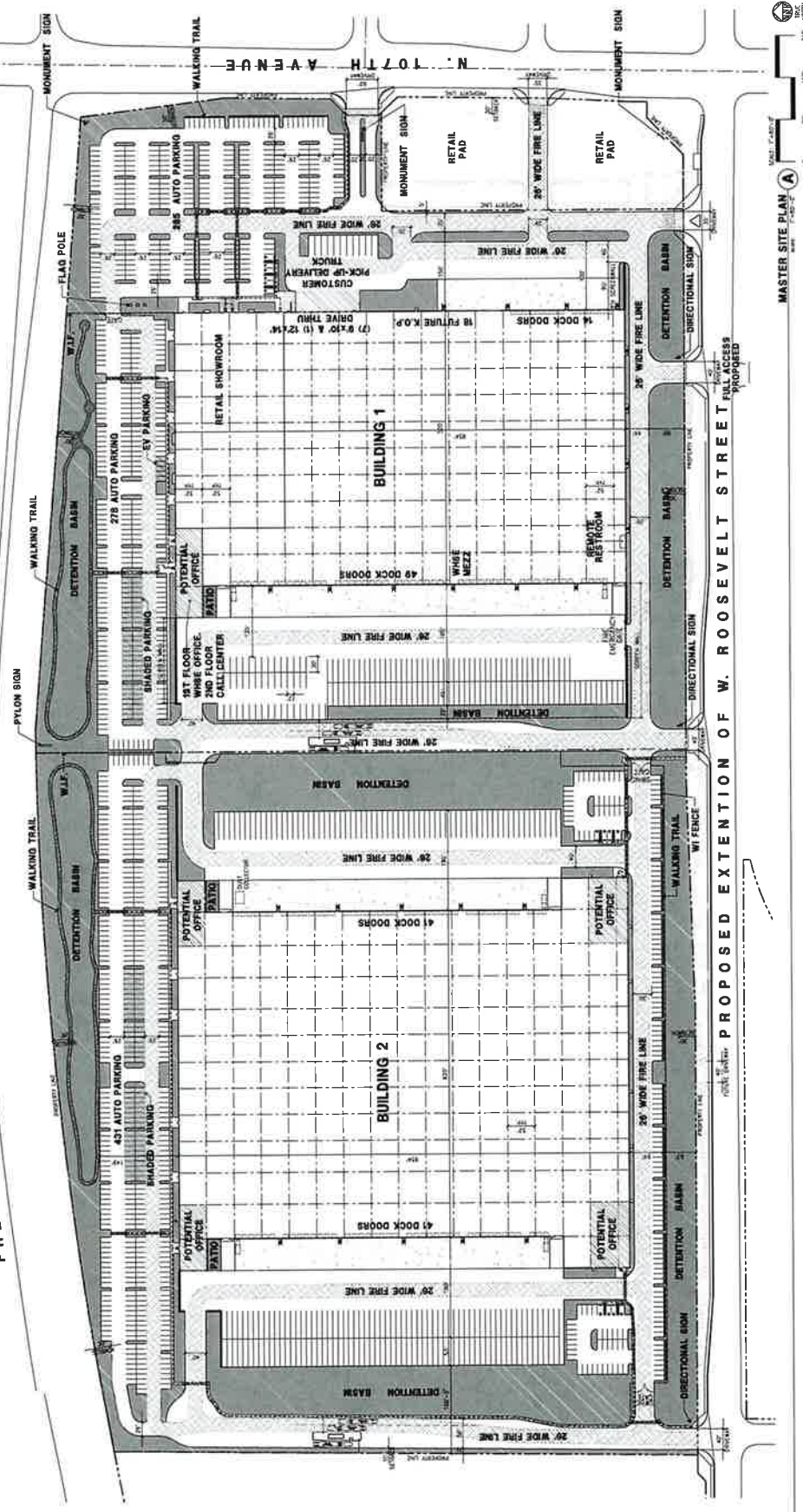
AVONDALE, AZ

Consultants:

UNION CITY, N.J.

Project Number	20294
Drawn by	ML
Date	10/07/2022
Revision:	

Shao: DAB-A1.0



PROJECT INFORMATION

[illegible]

VICINITY MAP



PROJECT DATA

[illegible]

AALTO GREGORY

ACUFF JASON PAUL

AKOS MOB II LLC

ALDERSON THOMAS M/SHEILA A

ANDRADE ALICIA/SERGIO MARTIN

ARREOLA EDITH DANA/MORENO RAUL
BARAJAS

ASHLEY FURNITURE INDUSTRIES LLC

AVONDALE (2010) HOLDINGS LLLP

AVONDALE IRF LLC

AYALA JONATHAN ANTHONY

BENDER ADAM RAY/MADISON JANE

CABANILLA CINDY

CALHOUN FAMILY TRUST

CHAIRUNGRID WATOO/JADE

CURIEL-MACHAIN ADOLFO

DIANNE NEWTON LIVING TRUST

DOC-10815 WEST MCDOWELL ROAD
MOB LLC

DOUSTEN MOISES EFREN PRECIADO/PRECIADO
VANESSA/VENEGAS CHANTAL CAROLINA

EARNHARDT PROPERTIES LIMITED
PARTNERSHIP

EMF AVONDALE LLC

EP REALTY AZ LLC

F E R PROPERTIES

F E R PROPERTIES/ROSZTOCZY ROBERT
A TR

FABIANO RICARDO SILVA/VALARETTO
LYGIA CRISTINA

FIRYAGO EUGENE
VLADIMIROVICH/IRINA LEONIDOVNA

GONZALEZ ELIZABETH

GUNBO LLC

GUTIERREZ CAROLINA

HENNIKA TAMMY LYNN

HINZMAN ALICIA

HORNE 660 LLC

HUGHES DESIREE JOI/STEARNS
ANTHONY RYAN

JIC AVONDALE LLC

KINZER JASON/SARAH

KUEY THOMAS/ANDREW T

LEACKFELDT GENEVIEVE/OWEN FRYE

LITTLETON SCHOOL DISTRICT NO 65

MACY JUSTIN R/SUSAN E

MALGE PRANJALI

MANIQUIS LUCILLE ELAINE A

MARTINEZ JIBRAN GILBERTO/ESPINOZA
CECILIA SALGADO

MATTAMY ARIZONA LLC

MCNEIL VINCENT/KRISTIE MARIE

MILLER JOSHUA JAMES/BRITTNEY

MMPE III AVONDALE AZ LLC

MONREAL JUAN EARL

MONTOYA BRIAN

MUHAMMAD PATINA

NDUWIMANA CHRISTIAN/NIMENYA
JUNELLE

OKORE FRANCIS

PHOENIX AVONDALE ANUSA LLC

PIERRE-GATEWOOD BRIANNE/COLE
TYLER SAMUEL

PINGREE 2000 REAL ESTATE HOLDINGS
LLC

PROGRESS RESIDENTIAL BORROWER 5
LLC

QUINONES MONTOYA
JOANNA/FIERROS ANGELICA IRENE

RAMIREZ-ZEPEDA RUBEN

REDAJA DIANA LYNN
MENDOZA/LOREMER MARTIN CUEVA

RODRIGUEZ RANDOLPH
ABLAO/CAMILLE LOUISE

ROOSEVELT PARK HOMEOWNERS
ASSOCIATION

ROTH ANTHONY D/PALMESANO KELLI
M

RV RETAILER SOUTHWEST REAL ESTATE
LLC

S R P A I & P D

SALAZAR PROPERTY MANAGEMENT LLC

SALAZAR PROPERTY MANAGEMENT LLC

SALGADO SERGIO LOPEZ/LOPEZ
GERARDO IVAN BUENROSTRO

SANSING JEFFREY ETHAN/CINDY EDITH

SANTIAGO YIMI GARCIA

SARTAIN MADISON ALORAH/KING
JANSEN REED

SCOTT VIRGIL A/JOANNE E

SIANEZ VIDAL F JR

SIMPSON BOBBIE MARIE/DALRYMPLE
DOUGLAS PAUL

STEAD FAMILY PVHCMF CHARITABLE
REMAINDER UNITRUST

STOLL KRISTEN KATHLLEN/JEREMY LEE

T3T HOLDINGS LLC

THOMAS MERCY/SAMUEL

THR PHOENIX LP

TREND HOMES INC

VALDEZ AND ASSOCIATES LLC

VANLANDINGHAM JANINE LEE/FITCH
LUKE JOSEPH

VILLAGE AT THE BLVD LLC

WATERFORD SQUARE HOMEOWNERS
ASSOCIATION

WINFIELD WILLIE L/TERESA M

ZATARAIN ENYA



The Village at The BLVD, LLC

November 8, 2023

City of Avondale | Development Services Department
Planning Division
Michelle Simerdla, MCRP
Senior Planner
11465 W. Civic Center Drive | Avondale, AZ 85323

Re: Rezone (PL-21-0141) and General Plan Amendment (PL-21-0140)

Dear Ms Simerdla:

Thank you for arranging a meeting today with the applicant and counsel to discuss our objections to and concerns with the following: 1. increased truck traffic along Roosevelt and 2. buffering between our residential community and the proposed industrial site proposed at the Northwest corner of Roosevelt Street and 107th Avenue.

Our initial concerns with truck travel along Roosevelt west of 111th Avenue has been addressed by your stipulation wording change from 112th to 111th. We appreciate that the developer is going to implement hardscape (curbing and signage) that will prohibit trucks going westbound out of their project and institute a communication plan with their vendors that alerts them to this westbound restriction.

As it relates to screening and buffering of the proposed industrial buildings, we recognize their efforts to provide a significant setback, a variety of screen walls both near the truck dock area and along the employee parking, and a healthy landscape palette. It is our expectation that through the Development Plan review process all these standards will translate into the final plans with at least what has been proposed in the rezoning documents. We would appreciate the applicant evaluating additional berming and ground elevation at the hard corner to further bolster the screening that is already depicted by vegetation in their conceptual renderings.

Thank you for holding the bar high for this development as it moves through the permitting approval process. We are proud to be a part of this amazing BLVD area of Avondale and appreciate your support for a reasonable transition between our residential community and this proposed industrial land use.

Sincerely,

A handwritten signature in dark ink that reads 'Sherri Koshiol'.

Sherri Koshiol, PE
Director of Land Development
The Empire Group of Companies

ITEM NUMBER: 4.b.

SUBJECT: Public Hearing and Ordinance 2073-1223 - Ashley Furniture – Rezoning – Application PL-21-0141

MEETING DATE: 12/18/2023

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 and Strategy: Creative and Sustainable Community Development.

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

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Ordinance 2073-1223, approving a request by Adam Baugh of Withey Morris Baugh PLC, on behalf of the property owner to rezone approximately 75.7 gross acres of land located at the northwest corner of Roosevelt Street and 107th Avenue from the Avondale Gateway Center Planned Area Development (PAD) to the Ashley Furniture PAD, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The proposed PAD will allow for office/industrial/retail campus development. There is an accompanying request to change the General Plan land use designation from High Intensity Office, Mixed Use, and Freeway Commercial to Business Park. The Council will take appropriate action.

BACKGROUND:

The 75.7 gross-acre, irregularly shaped subject property (Exhibits A and B) is located at the northwest corner of 107th Avenue and Roosevelt Street. The site also abuts the I-10 Freeway, which is to the north. The site is currently being farmed.

The property was annexed into the City's corporate limits on April 3, 1986, and zoned Agricultural (AG) upon annexation. In 2007, the site was rezoned to the Avondale Gateway Center PAD, which proposed office, employment/commercial, and business park uses in designated areas.

A map showing both the existing and proposed General Plan Land Use designations on the property is included as Exhibit C. The property is designated by the General Plan 2030 Land Use Map by three different categories (High Intensity Office, Mixed Use, and Freeway Commercial). As previously mentioned, there is an accompanying request to change the category to Business Park, which is a land use 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 category accommodates enclosed light manufacturing, corporate commerce, hotel, multi-story offices, research and development industries, solar and renewable energy manufacturers, motorsports-related industry manufacturers, and limited service uses that support these primary employment uses.

The existing uses and zoning of surrounding properties include:

NORTH OF I-10 FREEWAY: From west to east - vacant land zoned Community Commercial (C-2), a rehabilitation hospital currently under construction zoned Freeway Commercial (C-3), a vacant parcel zoned Apricus PAD that allows for medical uses, a medical facility zoned AKOS PAD, a site currently under construction of a gas station and future commercial uses zoned C-3, and an electrical substation zoned Agricultural (AG).

EAST OF 107th AVENUE: Vehicle dealerships zoned Avondale Automall PAD.

SOUTH OF ROOSEVELT STREET: Single-family homes zoned Roosevelt Park PAD.

WEST: Vacant land currently being farmed and zoned Avondale Gateway PAD.

SUMMARY OF REQUEST:

The applicant is requesting to rezone the subject property from Avondale Gateway Center Planned Area Development (PAD) to Ashley Furniture PAD for the subject property (Exhibit D).

The narrative details the proposed list of custom uses for the site, which includes a call center, general retail sales, office, outdoor trailer parking (non-permanent), outdoor storage associated with an on-site primary use (excluding vehicles), light manufacturing and assembly, sale of products including those manufactured or assembled on-site as well as imported products, a retail showroom, and warehousing and distribution.

For the larger campus, the project requests the Commerce Park (CP) development standards in the City's Zoning ordinance with some deviations. These deviations include reducing rear (west) setbacks from 15 feet to 10 feet to accommodate a security checkpoint building as well as reducing the internal setbacks to zero (0) for Building A and Building B in case the project develops on separate parcels. For the future commercial phase, the proposal requests all permitted and conditionally permitted uses and associated development standards in the Freeway Commercial (C-3) zoning district.

The development proposes two (2) buildings: Building 1- 551,039 square feet, single-tenant with a mix of retail, office, call center, warehouse, distribution, and office uses, and Building 2 - 551,039 square feet with manufacturing, warehouse, distribution, and office uses. The buildings will feature tilt-up wall panels, four-sided architecture, and glazing along the I-10 Freeway (Exhibit D). Two (2) vacant pads will remain for the future retail development totaling approximately 2.83 acres in size.

The two (2) proposed buildings will be approximately 50 feet in height with architectural features extending up to 60 feet. The Freeway Corridor Specific Plan permits buildings up to eight (8) stories in height on this property.

The parking provided for this project exceeds the maximum parking spaces by 388 spaces. For this project, the maximum number of parking spaces that the Zoning Ordinance allows is 782, and 1,170 parking spaces are proposed. The applicant's narrative explains that this request is due to the number of employees, consideration of other large format furniture warehouse users, and their provided parking and staging of queuing of customers picking up products for same-day delivery.

In terms of access, six (6) access drives are proposed: two (2) on 107th Avenue and four (4) on Roosevelt Street. Access to Building 2 will be gated. On 107th Avenue, there will be two (2) right-in/right-out driveways. There is a proposed condition of approval that the developer shall inform its delivery vendors, customers, and contractors that semi-tractor trailers and heavy trucks should enter its property on Roosevelt Street from 107th Avenue and shall not use Roosevelt Street west of 111th Avenue to enter and exit its property. The truck-designated accesses on Roosevelt Street will be constructed at an oblique angle to restrict truck traffic flow onto Avondale Boulevard and signed appropriately to mitigate left-ins and right-outs at access points.

Customers will be routed to a retail entrance on the north end of the site and customers picking up furniture will

be directed to a waiting area on the east side of the building adjacent to 107th Avenue, managed by the Ashley Furniture staff.

Water and sewer services will be provided by the City of Avondale and the developer will provide all necessary extensions. The developer will construct the required street improvements and dedicate the necessary rights-of-way and easements.

An 8-foot-tall wrought iron fence will be provided along most of the north end of the property, along the west boundary, and along the south boundary of Building 2. An 8-foot-tall wrought iron fence will also be provided to secure Building 2 from access by the public. Additionally, solid 8-foot-tall concrete tilt-up walls will be provided in various locations. Automobile parking will be screened with required screen walls on Roosevelt Street and 107th Avenue.

Landscaping will be provided in accordance with Chapter 28, Article 12 of the Avondale Municipal Code and the City's Street Tree Master Plan. This includes landscaping on all perimeters of the project, building foundation plantings, and required parking lot landscaping. The project also features three (3) employee break/amenity areas and an employee walking trail and recreation area.

The PAD rezone application for Ashley Furniture includes a comprehensive sign plan (CSP). Please refer to Exhibit F. The CSP proposes deviations of more than twenty-five (25) percent from the maximum allowable sign area. The increased square footage of three project identification signs facing the freeway accounts for the large massing of the building relative to the frontage. According to the applicant, the speed of vehicular traffic on the freeway and the distance of the building from the freeway necessitates signage that is visible at a longer travel distance for safe maneuvering and freeway egress.

The CSP also requests a Freeway Pylon Sign Exception (FPSE) to allow an electronic message display due to the pylon sign's exceptional design and the promotion of this key user. Given the length of the I-10 frontage, together with the need for effective visibility and identification for site visitors, the proposed digital freeway pylon sign is designed at 65-foot-tall and contains approximately 720 square feet of sign area. The digital freeway pylon sign may contain advertising messages for on-premise businesses but may not operate as a billboard for off-premise messages. The proposed height was determined by conducting a flag test, which measures visibility at various distances towards the proposed pylon sign location. The FPSE proposal meets the criteria outlined in the Avondale Zoning Ordinance.

PUBLIC PARTICIPATION:

A neighborhood meeting to discuss the proposal with neighboring property owners and other interested parties was held via teleconference on February 21st, 2023 on Zoom. The notification of this meeting was completed in accordance with notification requirements. In addition to the City staff and the applicant's team, one (1) member of the public, as well as two (2) Council members attended the virtual meeting. The applicant gave an overview presentation on the project and answered questions about the project. An overview of the discussion topics is outlined in the Neighborhood Meeting Summary, attached as Exhibit E.

All required notifications for the Planning Commission and City Council public hearings were completed in accordance with notification requirements.

One comment was received on the City's Avondale Connect platform that was not in support of the use and indicated they would prefer more grocery stores or food choices.

One letter was received (Exhibit G) from a representative of a neighboring property expressing concerns over increased truck traffic along Roosevelt Street and screening and buffering of the project.

PLANNING COMMISSION ACTION:

On November 15, 2023, the Planning Commission conducted a public hearing on the rezoning. The Commission asked if the project was in the BLVD, where trucks would enter the project, what user was going in Building 2, and if there were plans for the freeway commercial portion of the project. The Commission voted 3-1 to recommend approval of the rezoning. After the Planning Commission meeting, staff followed up with the

Commissioner who did not support approval. He indicated that his no vote was due to the site being close to The BLVD area and the Roosevelt Park single-family residential subdivision to the south off of Roosevelt Street. He feels the proposed uses are not compatible to the area especially with truck traffic.

ANALYSIS:

The City Council must determine that the proposed PAD complies with all five (5) findings prior to considering approval. Staff's analysis of each of the required findings is presented below:

1. The proposed PAD is in accordance with the General Plan and applicable specific plan(s).

A Minor General Plan Amendment request to change the site's land designation to Business Park is being considered concurrently with this Rezoning request. The Business Park classification encourages uses that provide employment opportunities in a large-scale campus setting. The Ashley Furniture PAD is in conformance with the requested Business Park designation.

The proposed PAD furthers goals in the General Plan, most notably:

Goal 3, Policy A: "Develop the I-10 corridor into the City's premier business and employment area by encouraging uses that provide a high ratio of well-paying jobs to square footage." This project states that approximately 500 jobs will be created in retail sales, office, manufacturing, and distribution.

Goal 4, Policy B: "Require all new development to participate in the required infrastructure enhancements including, but not limited to, street widening and connecting to City water and sewer systems." The developer will complete all required utility connections and roadway improvements.

The project also furthers goals in the Freeway Corridor Specific Plan, most notably:

"Objective #1: Prioritize the City's appearance on the I-10 Freeway and Loop 101 freeways, limiting heavy industrial uses and establishing strict design requirements where necessary."

"General Plan Urban Design Element Goal #2: Policy K: Maintain an upscale appearance from on the I-10." The proposed buildings will enhance the area and provide plenty of glazing to appear as a Class A office. While light manufacturing and assembly is proposed, all activities will take place in an enclosed building and no loading docks will directly face the freeway. Loading docks will be internalized to the site and located adjacent to 107th Avenue.

2. The proposed PAD meets the PAD requirements of the Zoning Ordinance, Subdivision Regulations, Design Manuals and other applicable regulations and requirements, unless otherwise modified by the PAD Narrative.

The City's Commerce Park (CP) zoning district is used as the basis for the PAD's development standards, with modifications to accommodate a large-scale development that includes integrated office, industrial, and retail uses for the larger portion of the site. The requested modifications reduce the minimum rear (west) setback from 15 feet to 10 feet to accommodate a security checkpoint building and is not a request for the setback from Building 2 to the west property line. The applicant is also requesting internal setbacks of zero (0) feet in case Buildings 1 and 2 are built on separate parcels.

The requested uses for the project include a custom list as outlined in Exhibit D. For the future commercial phase, the C-3 uses and development standards are requested.

The conceptual plans meet the intent of the Commercial and Industrial Design Manual and the Freeway Corridor Specific Plan.

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.

All necessary utility extensions and perimeter roadway improvements required as part of the development of the site will be constructed by the developer.

4. The proposed PAD will result in compatible land use relationships within the proposed development and with adjacent properties.

This large single-tenant project is suitable adjacent to a freeway, and there are well-designed warehouse uses

in the general vicinity. While the property is adjacent to a residential neighborhood to the south of Roosevelt Street (Roosevelt Park), this project provides landscaping and walls that will act as a buffer. The landscape setback provided along Roosevelt Street is up to 68 feet in width, which exceeds Avondale's Zoning Ordinance requirements. Lastly, loading docks will not directly abut any residential areas and semi-truck traffic will be prohibited from turning left (heading west) onto Roosevelt Street.

5. The development standards of the proposed PAD are consistent with or exceed the desired character of development for the area.

The site will utilize both the CP and C-3 development standards, which are appropriate for the proposed business park and commercial uses in proximity to the I-10 Freeway.

DISCUSSION:

- The proposed rezoning to PAD is in direct conformance with the property's proposed General Plan Land Use Map designation of Business Park.
- The proposed rezoning to a new PAD will allow for an integrated office/ industrial/ retail/ warehouse development. It will also allow for Freeway Commercial (C-3) uses on two (2) vacant pads for future development. The proposed development will enhance the corridor with new and attractive buildings, while also bringing an economic boost to the area.
- The proposed rezoning to PAD will be in conformance with the Commercial and Industrial Design Manual and Freeway Corridor Specific Plan.
- The proposed Comprehensive Sign Plan will ensure design compatibility through screening that includes landscaping and walls.
- The proposed rezoning will result in compatible land use relationships through screening that includes landscaping and walls.
- 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.

BUDGET IMPACT:

The City shall reimburse the Developer for 75 percent of the design, engineering, and construction costs associated with the traffic signal at the intersection of Roosevelt Street and 107th Avenue.

RECOMMENDATION:

City Council will conduct a public hearing and recommend **APPROVAL** of Ordinance 2073-1223, approving Application PL-21-0141, a request to rezone approximately 75.7 gross acres of land located at the northwest corner of Roosevelt Street and 107th Avenue from Avondale Gateway Center Planned Area Development (PAD) to Ashley Furniture PAD subject to the following eight (8) conditions of approval:

1. Development shall generally conform to the Ashley Furniture Planned Area Development (PAD) Narrative date stamped, 11/7/23 (Exhibit D), except as modified by these conditions.
2. Approval and recordation of a Final Plat/Minor Land Division, creating commercial pads adjacent to 107th Avenue in accordance with the PAD, and dedicating all rights-of-way and easements needed to accommodate development of the site, shall be required prior to issuance of any permits for the project.
3. Prior to the issuance of a Certificate of Occupancy for the Ashley Furniture project, the developer shall complete the installation of a "trumpet style" traffic signal at the intersection of Roosevelt Street and 107th Avenue.
4. The City shall reimburse the Developer for 75 percent of the design, engineering, and construction costs associated with the traffic signal at the intersection of Roosevelt Street and 107th Avenue. Developer shall submit a full summary of costs for the traffic signal along with supporting documentation including but not

limited to material and equipment invoices, labor costs, and subcontractor pay applications. Reimbursement shall occur within 60 days after final inspection and acceptance of traffic signal review and acceptance of the cost summary by the City of Avondale.

5. The following street improvements shall be completed by the Developer in the first phase of the project, prior to issuance of a Certificate of Occupancy or Certificate of Completion for the project:

- a. The remaining arterial half-street improvements shall be constructed along the full length of the subject parcel on 107th Avenue, including the construction of a raised median with landscaping between Dealer Drive and Roosevelt Street. The median shall be designed to eliminate left-out movements at Dealer Drive and the project's main entrance on 107th Avenue. The City shall coordinate with private ownership to re-stripe Dealer Drive so the left turn lane is removed.
- b. Roosevelt Street shall be built to the City of Avondale Detail A1102 - Minor Collector. The developer shall construct the north half-street improvements from 107th Avenue to 111th Avenue.
- c. The developer shall provide one (1) travel lane a minimum of 12-feet-wide in each direction between Roosevelt Parkway and 111th Avenue with appropriate shift/merge taper lengths. If additional right-of-way is needed to meet aforementioned roadway pavement requirements, City will assist in south half-street right-of-way acquisition along the Avondale (2010) Holdings' parcel. Said right-of-way acquisition shall not delay issuance of certificate of occupancy or completion.
- d. The final driveway locations shall meet the requirements in the City's General Engineering Requirements Manual.

6. Developer acknowledges that Roosevelt Street serves as a residential collector west of 111th Avenue. Developer shall inform its delivery vendors, customers, and contractors that semi-tractor trailers and heavy trucks should enter its property on Roosevelt Street from 107th Avenue and shall not use Roosevelt Street west of 111th Avenue to enter and exit its property.

7. Signage shall conform to the Ashley Furniture Comprehensive Sign Plan (CSP) and Narrative date stamped September 24, 2023 (Exhibit F). The CSP includes approval of a Freeway Pylon Sign Exception to allow an electronic message display consistent with the Avondale Zoning Ordinance criteria.

8. Extinguishment of Groundwater Rights and pledging of those rights to the City's assured water supply account shall be required prior to issuance of any permits for this project.

Contact person for document distribution: Michelle Simerdla

ORDINANCE NO. 2073-1223

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY $\pm$ 75.7 ACRES GENERALLY LOCATED AT THE NORTHWEST CORNER OF 107TH AVENUE AND ROOSEVELT STREET, AS SHOWN IN APPLICATION PL-21-0141, AND REZONING SUCH PROPERTY FROM AVONDALE GATEWAY CENTER PLANNED AREA DEVELOPMENT (PAD) TO ASHLEY FURNITURE 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 $\pm$ 75.7 acres generally located at the northwest corner of 107th Avenue and Roosevelt Street, as shown in application PL-21-0141, from Gateway Center Planned Development (PAD) to Ashley Furniture Planned Area Development (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 November 15, 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 December 18, 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 $\pm$ 75.7 acres generally located at the northwest corner of 107th Avenue and Roosevelt Street, 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 Ashley Furniture Planned Area Development (PAD) Narrative date stamped, 11/7/23 (Exhibit D of PL-21-0141), except as modified by these conditions.

2. Approval and recordation of a Final Plat/Minor Land Division, creating commercial pads adjacent to 107th Avenue in accordance with the PAD, and dedicating all rights-of-way and easements needed to accommodate development on the site, shall be required prior to issuance of any permits for the project.

3. Prior to the issuance of a Certificate of Occupancy for the Ashley Furniture project, the developer shall complete the installation of a “trumpet style” traffic signal at the intersection of Roosevelt Street and 107th Avenue.

4. The City shall reimburse the developer for 75 percent of the design, engineering, and construction costs associated with the traffic signal at the intersection of Roosevelt Street and 107th Avenue. Developer shall submit a full summary of costs for the traffic signal along with supporting documentation including but not limited to material and equipment invoices, labor costs, and subcontractor pay applications. Reimbursement shall occur within 60 days after final inspection and acceptance of traffic signal by the City of Avondale and review and acceptance of the cost summary by the City of Avondale.

5. The following street improvements shall be completed by the developer in the first phase of the project, prior to issuance of a Certificate of Occupancy or Certificate of Completion for the project:

a. The remaining arterial half-street improvements shall be constructed along the full length of the subject parcel on 107th Avenue, including the construction of a raised median with landscaping between Dealer Drive and Roosevelt Street. The median shall be designed to eliminate left-out movements at Dealer Drive and the project’s main entrance on 107th Avenue. The City shall coordinate with private ownership to re-stripe Dealer Drive so the left turn lane is removed.

b. Roosevelt Street shall be built to the City of Avondale Detail A1102 - Minor Collector. The developer shall construct the north half-street improvements from 107th Avenue to 111th Drive.

c. The developer shall provide one (1) travel lane a minimum of 12-feet-wide in each direction between Roosevelt Parkway and 111th Avenue with appropriate shift/merge taper lengths. If additional right-of-way is needed to meet aforementioned roadway pavement requirements, City will assist in south half-street right-of-way acquisition along the Avondale (2010) Holdings' parcel. Said right-of-way acquisition shall not delay issuance of Certificate of Occupancy or Certificate of Completion for the project.

d. The final driveway locations shall meet the requirements in the City's General Engineering Requirements Manual.

6. Developer acknowledges that Roosevelt Street serves as a residential collector west of 111th Avenue. Developer shall inform its delivery vendors, customers and contractors that semi-tractor trailers and heavy trucks should enter its property on Roosevelt Street from 107th Avenue and shall not use Roosevelt Street west of 111th Avenue to enter and exit its property.

7. Signage shall conform to the Ashley Furniture Comprehensive Sign Plan (CSP) and Narrative date stamped September 24, 2023 (Exhibit F of PL-21-0141). The CSP includes approval of a Freeway Pylon Sign Exception to allow an electronic message display consistent with the Avondale Zoning Ordinance Criteria.

8. Extinguishment of Groundwater Rights and pledging of those rights to the City's assured water supply account shall be required prior to issuance of any permits for this project.

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,
December 18, 2023.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2073-1223

[Legal Description and Map]

See following pages.

LEGAL DESCRIPTION ZONING PARCEL

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 6, MARKED BY AN IRON BAR AND CAP RLS 31020, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 6, MARKED BY A BRASS CAP IN HANDHOLE STAMPED "CITY OF AVONDALE" BEARS NORTH 88 DEGREES 46 MINUTES 43 SECONDS EAST, ACCORDING TO THE RECORD OF SURVEY, RECORDED IN BOOK 1157 OF MAPS, PAGE 43, MARICOPA COUNTY RECORDS, ARIZONA, FOR A DISTANCE OF 2628.24 FEET;

THENCE NORTH 00 DEGREES 29 MINUTES 20 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, FOR A DISTANCE OF 1162.08 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF THE EHRENBERG-PHOENIX HIGHWAY, MARKED BY A FLUSH ALUMINUM CAP STAMPED "ARIZONA DEPARTMENT OF TRANSPORTATION;"

THENCE NORTH 78 DEGREES 58 MINUTES 52 SECONDS EAST, CONTINUING ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 53.22 FEET, TO A BRASS CAP FLUSH STAMPED "ARIZONA DEPARTMENT OF TRANSPORTATION," SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A CHORD BEARING OF NORTH 83 MINUTES 02 MINUTES 01 SECONDS, FOR A CHORD DISTANCE OF 1325.63 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 23 SECONDS, FOR AN ARC DISTANCE OF 1327.39 FEET TO A POINT OF NON-TANGENCY, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE RECORDED IN INSTRUMENT NO. 1992-0406971, OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 86 DEGREES 43 MINUTES 27 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 1166.68 FEET TO A BRASS CAP FLUSH STAMPED "ARIZONA DEPARTMENT OF TRANSPORTATION;"

THENCE NORTH 89 DEGREES 45 MINUTES 04 SECONDS EAST, FOR A DISTANCE OF 99.11 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6;

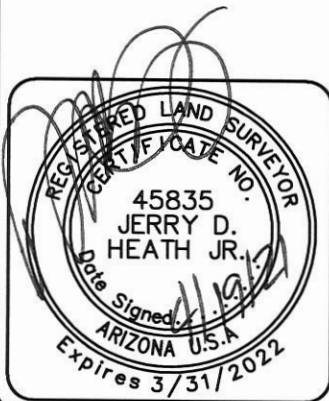
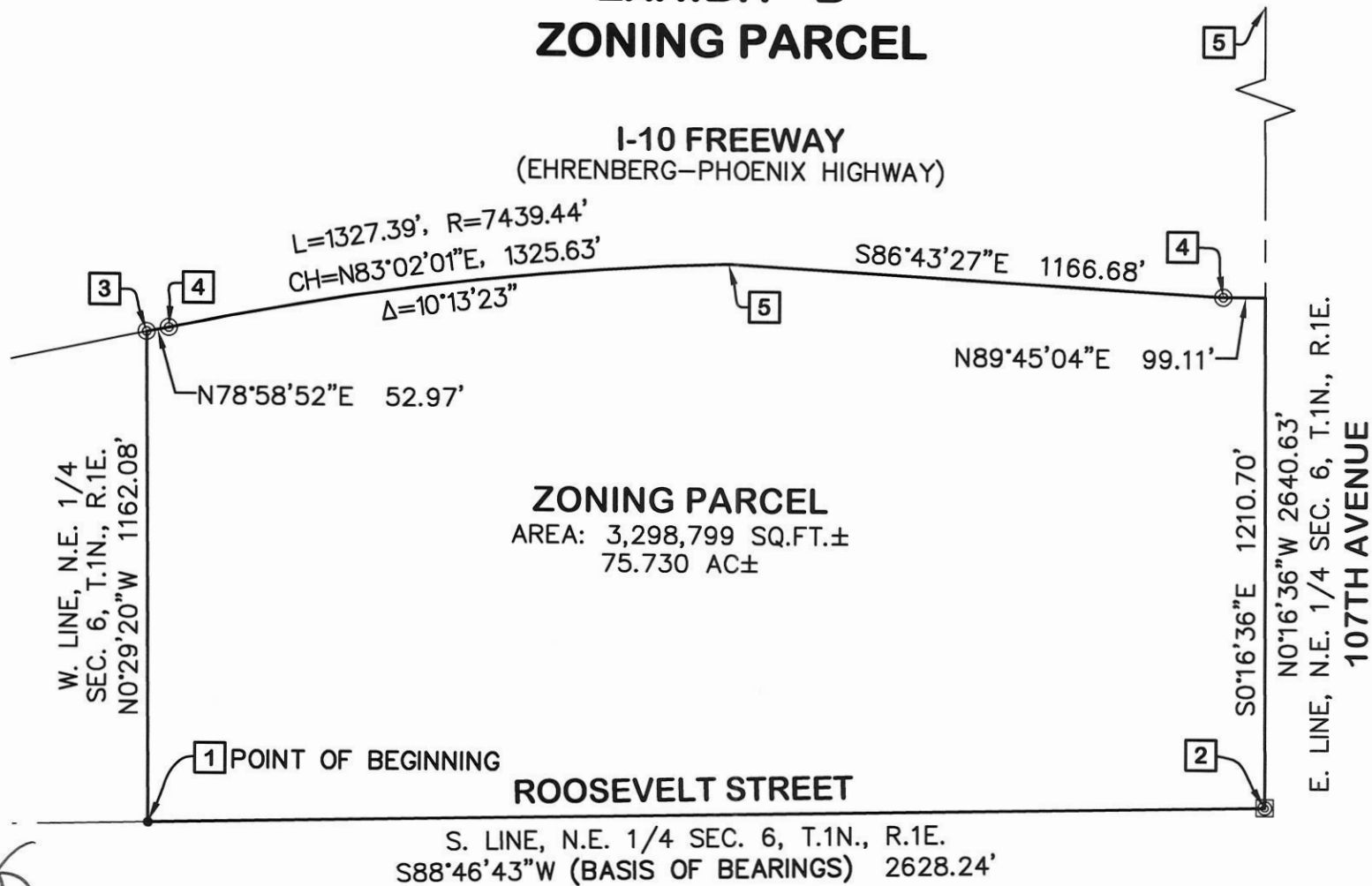
THENCE SOUTH 00 DEGREES 16 MINUTES 36 SECONDS EAST, ACCORDING TO THE RECORD OF SURVEY, RECORDED IN BOOK 1157 OF MAPS, PAGE 43, MARICOPA COUNTY RECORDS, ARIZONA, FOR A DISTANCE OF 1210.70 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 6, MARKED BY A BRASS CAP IN HANDHOLE STAMPED "CITY OF AVONDALE"

THENCE SOUTH 88 DEGREES 46 MINUTES 43 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, FOR A DISTANCE OF 2628.24 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,298,799 SQUARE FEET, OR 75.730 ACRES, MORE OR LESS.



EXHIBIT "B" ZONING PARCEL



PAGE 3 OF 4

TITLE: XB01
SCALE: N.T.S.
DATE: 4/19/21
DESC: ZONING
EXHIBIT

HUNTER
ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

CIVIL AND SURVEY

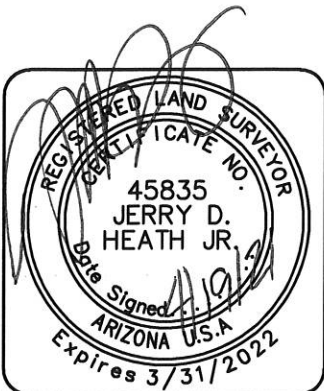
DWG NO. XB01
PROJ.NO.ASHL001

EXHIBIT "B"

ZONING PARCEL

MONUMENT DESCRIPTIONS:

- 1 • CENTER SEC. 6, T.1N., R.1E. FOUND IRON BAR
W/ CAP STAMPED "RLS 31020"
POINT OF BEGINNING
- 2 ☉ EAST 1/4 CORNER SEC. 6, T.1N., R.1E. FOUND BRASS
CAP IN HANDHOLE STAMPED "CITY OF AVONDALE"
- 3 ☉ FOUND ALUMINUM CAP STAMPED "ARIZONA
DEPARTMENT OF TRANSPORTATION"
- 4 ☉ FOUND BRASS CAP STAMPED "ARIZONA
DEPARTMENT OF TRANSPORTATION"
- 5 NO MONUMENT FOUND



PAGE 4 OF 4

TITLE: **XB01**
SCALE: N.T.S.
DATE: 4/19/21
DESC: ZONING
EXHIBIT

HUNTER

ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

CIVIL AND SURVEY

DWG NO. XB01
PROJ.NO.ASHL001

ZONING SITE

Closure Summary

Precision, 1 part in: 1009172.96'

Error distance: 0.00'

Error direction: S76°46'36"E

Area: 75.730acres

Side 1: Line

Direction: N00°29'20"W

Distance: 1162.08'

Side 2: Line

Direction: N78°58'52"E

Distance: 52.97'

Side 3: Curve

Radius: [7439.44']

Arc length: 1327.39'

Delta angle: 10°13'23"

Tangent: [665.46']

Chord direction: N83°02'01"E

Chord distance: 1325.63'

Side 4: Line

Direction: S86°43'27"E

Distance: 1166.68'

Side 5: Line

Direction: N89°45'04"E

Distance: 99.11'

Side 6: Line

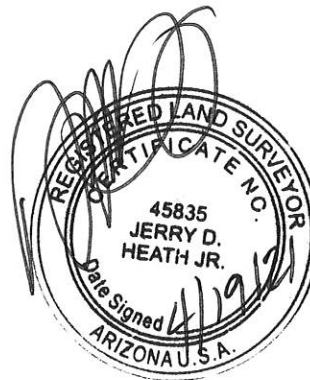
Direction: S00°16'36"E

Distance: 1210.70'

Side 7: Line

Direction: S88°46'43"W

Distance: 2628.24'



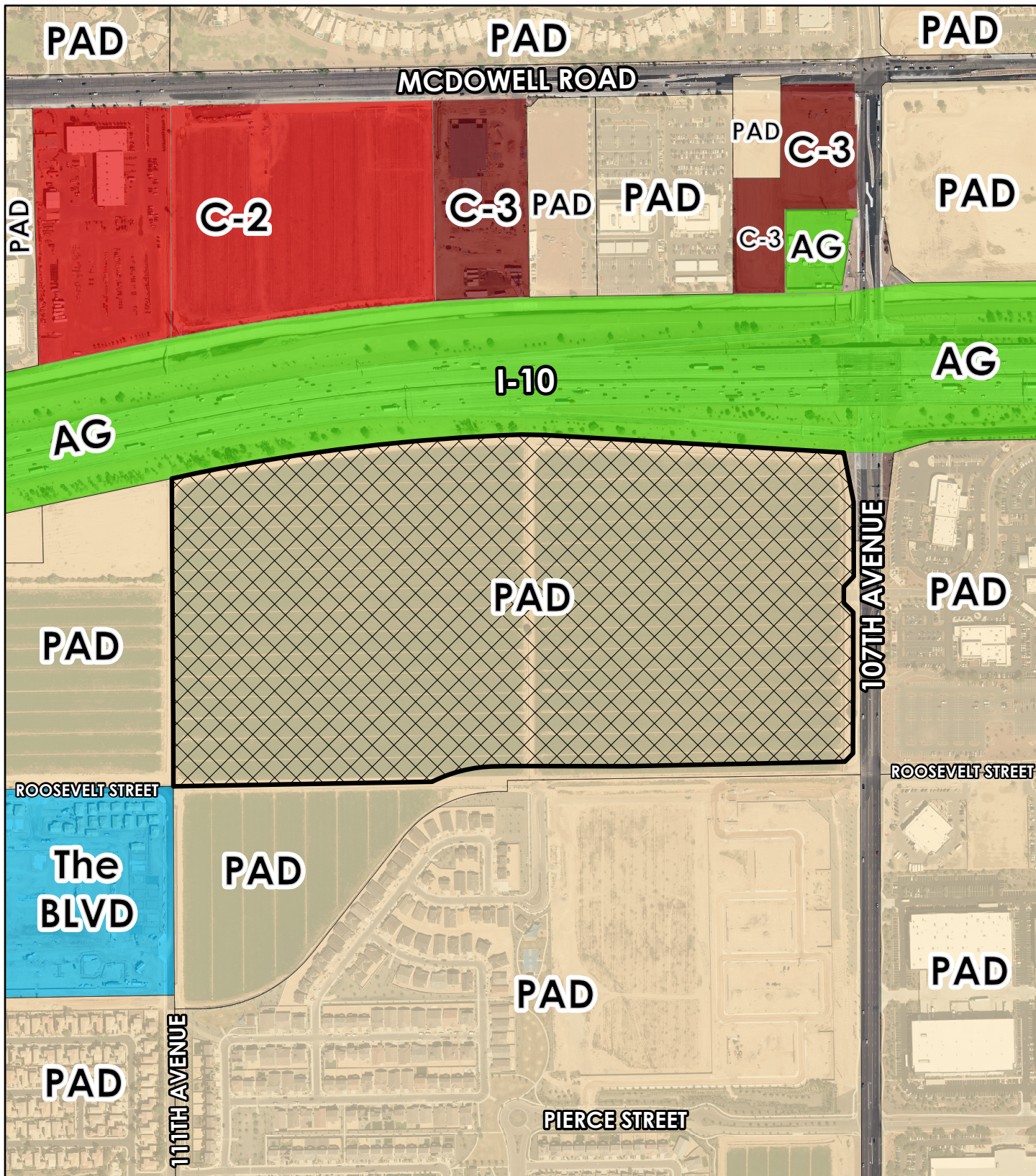


Aerial Map

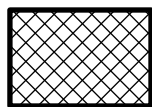


Subject Property



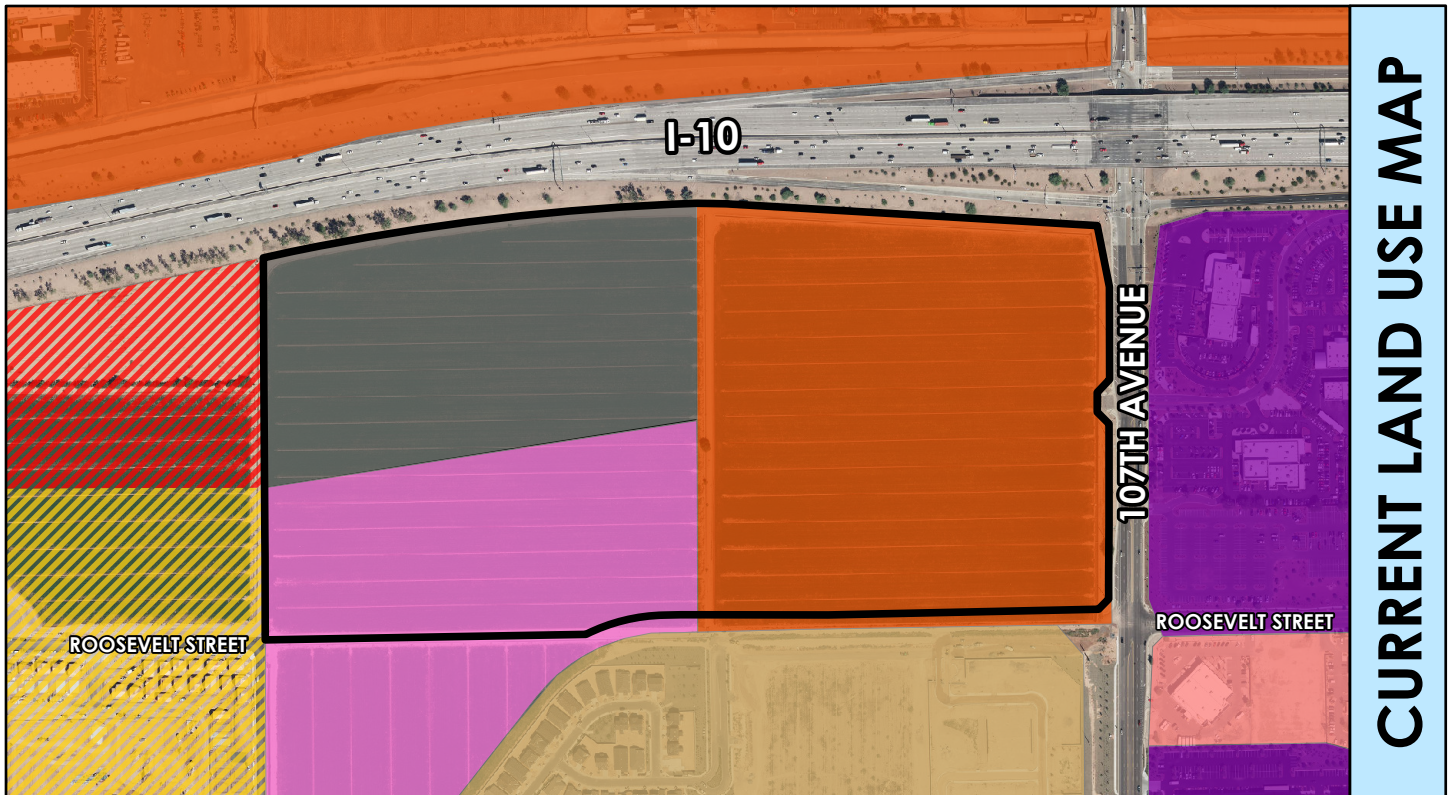


Zoning Vicinity

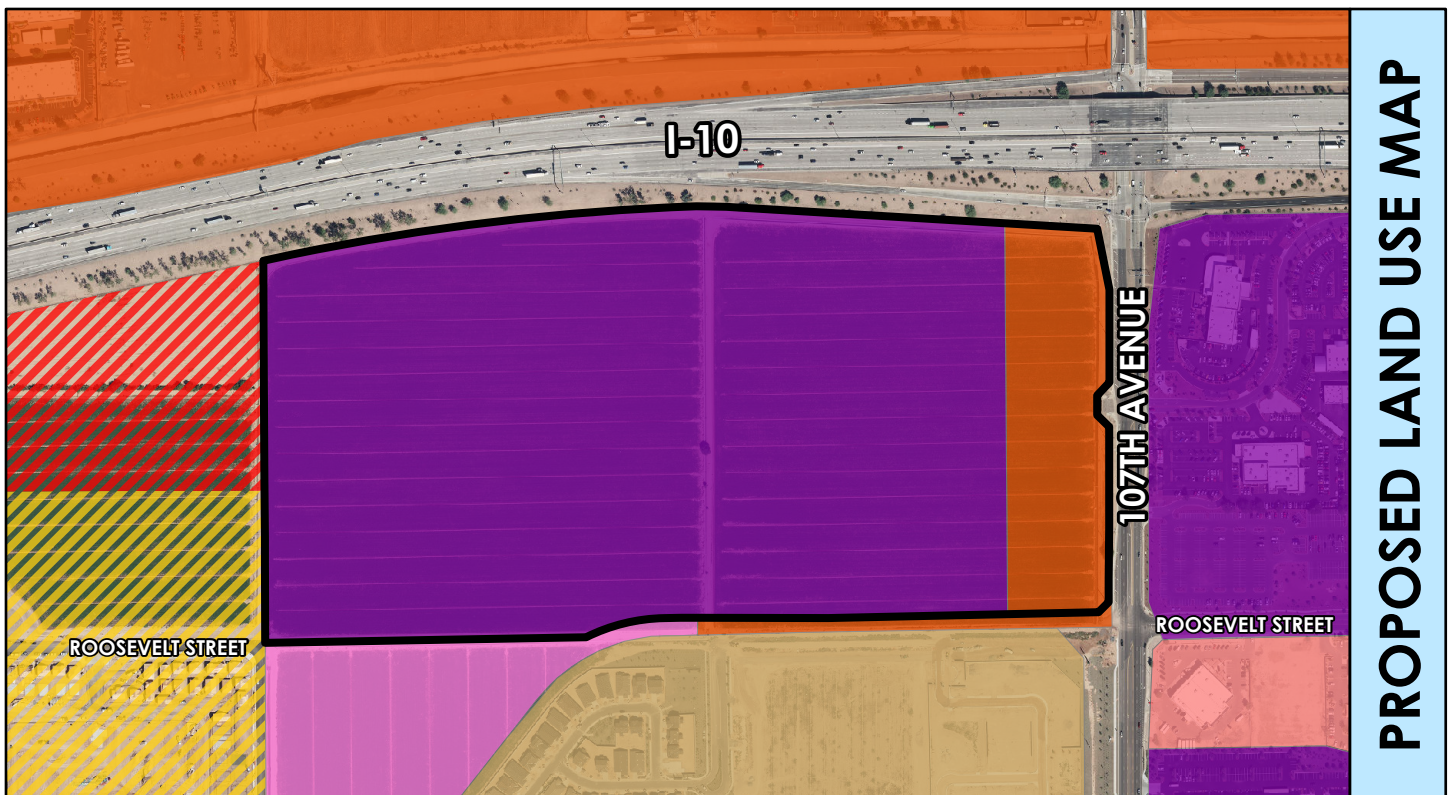


Subject Property





CURRENT LAND USE MAP



PROPOSED LAND USE MAP

General Plan Land Use



- | | |
|---|---|
|  Business Park |  Medium/High Density Residential |
|  Freeway Commercial |  Mixed Use |
|  High Intensity Office |  Gateway District |
|  Local Commercial |  Residential District |



Subject Parcels



Ashley Furniture

PLANNED AREA DEVELOPMENT

Case No. PL-21-0141

5th Submittal: November 7, 2023

4th Submittal: July 27, 2023

3rd Submittal: May 2, 2023

2nd Submittal: November 18, 2022

Initial Submittal: April 30, 2021



Development Team

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Developer	Hodgdon Management and Construction, Inc. 1461 E Cooley Dr, Ste 230 Colton, CA 92324
Architect	HPA Architects 18831 Bardeen Ave Irvine, CA 92612
Civil Engineer/Landscape	Hunter Engineering 10450 N. 74 th Street, Suite 200 Scottsdale, AZ 85258
Traffic Engineer	Southwest Traffic Engineering 3838 North Central Avenue, Ste 1810 Phoenix, AZ 85012

TABLE OF CONTENTS

A. REQUEST AND PROPERTY DESCRIPTION.....	3
B. PROJECT DESCRIPTION / LAND USE DEVELOPMENT MAP.....	4
C. PERMITTED USES.....	5
D. DEVELOPMENT STANDARDS.....	6
E. SITE DETAILS.....	7
F. ARCHITECTURAL DESIGN.....	8
G. SITE DESIGN CRITERIA.....	8
H. LANDSCAPING / OPEN SPACE / AMENITIES.....	9
I. GRADING AND DRAINAGE.....	10
J. UTILITIES AND INFRASTRUCTURE.....	10
K. PHASING.....	10
L. PAD FINDINGS.....	10
M. SUMMARY.....	12

TABLE OF EXHIBITS

EXHIBIT A – SITE AERIAL
EXHIBIT B – EXISTING GENERAL PLAN AND ZONING MAPS
EXHIBIT C – CONCEPTUAL SITE PLAN
EXHIBIT D – CONCEPTUAL ELEVATIONS
EXHIBIT E – LANDSCAPE PLAN
EXHIBIT F – LANDSCAPE AREA RENDERINGS
EXHIBIT G – WALL PLAN

ASHLEY FURNITURE

PAD Narrative

A. Request and Property Description

The applicant is requesting to rezone the approximately 75.730-acre property located at the southwest corner of the I-10 and 107th Avenue (the “Property”) (**See Exhibit A, Aerial Map**) from Planned Area Development to a new Planned Area Development to establish site-specific permitted uses, as well as development standards, design and signage criteria for a new integrated, high-quality office/industrial/retail/warehouse development and future commercial pads. The proposed development will support the expansion needs of an international company specializing with uses that include manufacturing, employment, warehouse, and retail sales of targeted bulk consumer goods. To further the vision of the 107th Avenue corridor, this PAD also proposes independent retail pad(s) opportunities adjacent to 107th Avenue for future commercial development.

The existing use of the Property is agricultural. The Property is bound by the I-10 to the north and 107th Avenue to the east. The Property’s western boundary is the 111th Avenue alignment and the southern boundary is the Roosevelt Street alignment. Beyond 107th Avenue to the east is the Avondale Auto Mall (zoned PAD). To the south, beyond the future Roosevelt Street extension, is agricultural land (zoned PAD) and a new single-family subdivision, Roosevelt Park II (zoned PAD), currently under development. Within Roosevelt Park II, there is a future school site for the Littleton Elementary School District, which will be located to the south of the Property. To the west is agricultural land which is zoned PAD and is subject to the Avondale Gateway PAD. The Avondale Gateway PAD allows for office and enclosed light industrial uses on the land directly abutting the Ashley Furniture site.

As background, the Property is part of the Avondale Gateway Center Planned Area Development (“PAD”) (Case No. Z-07-16), which further divides the Property into three (3) land use categories: Employment/Commercial, Business Park; and Office. The existing PAD requires development of the Property’s I-10 frontage with mid-rise offices; the 107th Avenue frontage with limited commercial uses; and, the Roosevelt Street frontage with enclosed light industrial uses. The permitted uses are specific to its respective land use category it is assigned, but generally permits office, medical, research and development, banking, restaurants, business services, retail, hotels, conference centers, convenience stores, wholesaling and warehousing, manufacturing, athletic clubs and more. That said, specific uses are only permitted on certain portions of the Property, therefore, because the Property is now contemplated by one (1) single anchor which will comprise all but 2.84 acres intended for future pad retail, it is necessary to revisit the zoning for the Property to address the multifaceted land uses of the proposed project and its functions. In addition to this PAD request, a concurrent Minor General Plan Amendment (Case No. PL-21-0140) is being requested to amend the General Plan Land Use Map designation for a portion of the Property from Freeway

Commercial/High Intensity Office/Mixed Use to Business Park, which supports large campus developments with abundant employment opportunities. **See Exhibit B, General Plan and Zoning Maps.**

Amendment of the General Plan Land Use Map will not only facilitate a quality development, but the ability for a significant employer to establish a presence in the City of Avondale. Therefore, the requested “Business Park” designation is an overall improvement for the City, which will not adversely impact the community by significantly altering the acceptable land use pattern or impact existing uses in the area.

The requirements of the Zoning Ordinance, as amended, and Avondale Subdivision Regulations, as amended, shall apply except where explicitly stated otherwise herein by this PAD.

B. Project Description / Land Use Development Map

The proposed development (the “Project”) includes: (i) an approximately 503,491 square foot single tenant building with a mix of retail, office, call center, and warehouse and distribution uses (“Building 1”); (ii) an approximately 551,039 square foot building with manufacturing, warehouse and distribution and office uses (“Building 2”); and (iii) independent commercial pad(s) (the “Future Commercial Phase”) located at the southeast corner of the Property. Below is a project description for each part of the proposed development. The overall development will be phased, with Building 1 and Building 2 consisting of Phase I and II, respectively, and the Future Commercial Phase consisting of Phase III. However, development of each phase will ultimately be per market demand.

I. The Project (Phases I and II)

The Project is anticipated to be an attractive, high-quality development that will provide substantial employment opportunities within the City of Avondale, including up to 500+ diverse jobs. The Project will involve a significant capital investment more than \$100 million, and it is anticipated that retail sales will exceed \$40 million annually.

The conceptual site plan of Phases I and II identifies two (2) buildings, with a mix of tenant related uses. The primary mix of uses within the Project building include a 80,000 square foot, retail showroom, a call center for up to 200 people, regional office, manufacturing and related warehouse. The proposed building height is approximately 50 feet, with architectural features that may extend to approximately 60 feet.

Vehicular access to the Property is proposed via six (6) access drives; two (2) access drives are proposed via 107th Avenue and four (4) are proposed via Roosevelt Street. Beyond the two west driveways along Roosevelt Street are gated entrances to Building 2. To disperse traffic, each building will have its own dedicated entry from Roosevelt with controlled access. Pedestrian access to the retail showroom is proposed via 107th Avenue. The developer will construct typical half-street improvements along the Property frontage on Roosevelt Street and 107th Avenue. **See**

Exhibit C, Conceptual Site Plan. Improvements on the south side of Roosevelt Street will be constructed by others.

Once customers are on site, internal circulation will route them to the retail entrance at the north end of the site. For furniture pick up, customers are directed to a separate waiting area labeled on the plan as “Customer Pick-up / Delivery Truck”, located on the east side of the building that is managed by Ashley staff..

II. The Future Commercial Phase (Phase III)

To further the City’s vision for the area, 2.66-acres have been retained for Freeway Commercial uses. The Freeway Commercial area may be developed as one or two pads. Access to the pad sites is via shared access from 107th Avenue, which will be memorialized via formal easement agreements.

This PAD provides development and design criteria for the Future Commercial Phase, and it is the intent of this PAD that the Future Commercial Phase be fully zoned so that only an administrative Site Plan and Design Review by the City is required in the future.

C. Permitted Uses

I. Permitted land uses for the Project include:

1. Call center
2. General retail sales
3. Office
4. Outdoor trailer parking (non-permanent)
5. Outdoor storage associated with an on-site primary use, excluding vehicles subject to the conditions of Zoning Ordinance 28-73
6. Manufacturing and assembly, light¹
7. Sale of products, including those manufactured or assembled on-site as well as imported product
8. Retail showroom
9. Warehousing and Distribution

II. Permitted land uses for the Future Commercial Phase include:

1. All permitted and conditionally permitted uses in the C-3 Zoning District per Section 28-53 of the Avondale Zoning Ordinance.

¹ No detectable interior building or appurtenant building noise, dust, odors or vibrations shall occur beyond the property line.

D. Development Standards

I. The Project (Phases I and II)

Development of the Project shall conform to the standards set forth in the Commerce Park (CP) Zoning District of the Avondale Zoning Ordinance and the standards set forth in this PAD Amendment. If there is a conflict between the Zoning Ordinance and this PAD, the less restrictive standard shall apply.

Requested Deviations from CP Development Standards		
	Commerce Park	PAD Amendment
Min. Yard Setbacks	Rear(West): 15'	Rear(West): 10'
Internal Setbacks	N/A	0' (if in the event the parcel is phased and split into two parcels)

A minor deviation for the rear(west) setback is requested (see table above). The purpose of this deviation is to optimize the site layout and western access, which enhances circulation on and off-site by separating truck traffic from general traffic. Further, it will accommodate the manned security entry truck trailer checkpoint, which is an important necessity for the security of the Project. Notably, the adjacent property will also be controlled by the subject user. Additionally, because Buildings 1 and 2 may be phased, split, and developed on separate future parcels to address development needs, these buildings will be maintained as one (1) perceivable project; thus, it is requested that internal lot line setbacks be reduced to 0' if a future lot split occurs for phasing purposes.

This application also includes a waiver to the indoor gym requirement. Per the City's Commercial and Industrial Design Manual, an indoor gym featuring changing rooms, showers, and lockers is typically provided within the building. Ashley Furniture does not allow their buildings to be constructed with locker rooms and showers, and therefore a waiver is requested for this standard.

II. Future Commercial Phase (Phase III)

Development of the Future Commercial Phase shall conform to the standards set forth in the Freeway Commercial (C-3) Zoning District of the Avondale Zoning Ordinance and the standards set forth in this PAD Amendment. If there is a conflict between the Zoning Ordinance and this PAD, the less restrictive standard shall apply.

E. Site Details

I. Lighting

Light levels are not to exceed 1-foot candle at the property line.. All proposed site lighting will comply with requirements in Article 28-127 of the Zoning Ordinance.

II. Screening

An 8-foot-tall wrought iron fence and landscaping will be provided along much of the north boundary of the Property, along the west boundary, and along the south boundary of Building 2. East of Building 2, an 8-foot-tall wrought iron fence will also be provided to secure Building 2 from access by the general public. Additionally, solid 8-foot-tall concrete tilt-up walls will be provided in strategic locations, as identified on the enclosed site plan. Auto parking will be screened as appropriate with 3'-6" parking screen walls. Mechanical equipment will be located on the roof and will be screened by a parapet wall.

III. Walls & Fences

The design of auto and trailer parking screen walls allows it to integrate with the landscaping and enhances the structured landscape and streetscape appearance. The design, materials and colors for all walls visible from public view will be uniform in appearance. See Wall Plan at Exhibit H.

IV. Parking Standards

On-site parking for the Project shall be provided in accordance with Table 1 below:

Table 1

<u>AUTO PARKING PROVIDED</u>				
Standard (9.5' x 20')	470	521	991	stalls
Shaded Parking: Office / Call Center	54	72	126	stalls
EV Parking - w/Charging Station	6	4	10	stalls
EV Parking - EV Capable	14	6	20	stalls
Standard Accessible (9.5' x 20')	9	8	17	stalls
Van Accessible (9.5' x 20')	2	4	6	stalls
TOTAL	555	615	1,170	stalls

Per the Avondale Zoning Ordinance, surplus parking is permitted. In this instance, some extra parking is requested for the reasons identified below:

- 1) For warehouse and manufacturing uses, and based on estimates for employee counts the demand for parking is necessary to exceed the allowed parking per code.

- 2) For retail use, Ashley's Furniture has considered other large format furniture warehouse users in the valley similar in size of retail floor area and immediate stock on premises. Based on that analysis, during peak shopping times, the parking requirements for 100,000 sf sales floor can exceed the parking requirements for the use.
- 3) Because of the increased availability of onsite product and same day delivery, customer pick-up will be a premium to onsite circulation and the need for staging and queueing of vehicles to pick up products.

Parking for the Future Commercial Phase shall conform to the requirements of Section 28-164 of the Avondale Zoning Ordinance.

F. Architectural Design

The architectural character of the development will have a high-tech contemporary appearance. This will be established using clean edges and forms, and colors. The development's front elevation, facing 107th Avenue, will convey a high-quality office/retail appearance while maintaining key functions, including customer pick-up areas. This is achieved with glazing to indicate an office appearance; a horizontal steel canopy to bring the scale down for pedestrians; and clerestory windows along the upper portions of the façade. Please refer to the conceptual building elevations (**Exhibit D**).

The conceptual building elevations include strong architectural forms and distinct design elements, such as accent shading features, variations in parapet height and colors. Collectively these provide for enhanced visual interest and varied building massing, to create distinctive points of entry for users. A combination of concrete tilt up wall panels with a series of reveals and patterns in the tilts will accent the building elevations. Curtain wall glazing systems at each entry location will highlight the material variation, with portions that reach a high elevation to accommodate two-story office/retail within the building. These various treatments will be incorporated to provide variation and texture to the building façade.

The architectural design for the Future Commercial Phase shall complement the primary building through use of common materials, colors, and forms. Compliance with the City's Commercial and Industrial Design Manual will also be required for the Future Commercial Phase.

G. Site Design Criteria

The conceptual site plan orients the Project to 107th Avenue. Access to the Property will be provided via 107th Avenue and Roosevelt Street, in the locations shown on the site plan. These points of access and internal circulation provide good access to users, employees and customers. Generous landscaping and decorative parking screen walls provide appropriate screening along Roosevelt Street. Building 1 is oriented so that the retail and office component of the building primarily faces 107th Avenue;

Building 2 is oriented toward the back of the development so that industrial operations are not at the forefront of the development.

The conceptual site plan identifies approximately 1,503 parking spaces provided throughout the development. Parking for Building 2 is provided behind secured, gated access points as depicted on the conceptual site plan. Approximately 294 trailer parking spaces are provided behind secured, gated access points. There are 55 delivery spaces also provided. The secured parking areas are enclosed with an eight-foot-tall wrought iron fence. Parking screen walls are provided in the locations identified on the site plan, as appropriate.

H. **Landscaping, Pedestrian Open Space and Amenities**

Project landscaping will be consistent with the Landscape Plan at Exhibit F and the area renderings at Exhibit G. The landscape design along right-of-ways and parking areas will be consistent with the landscaping in the surrounding area. The landscape design in stormwater retention basins, however, will be kept natural and informal.

Vehicular entries and street frontages will provide a formal entry design sequence, including the use of “soldier rows” of trees along with formal masses of shrubs and groundcovers. The project will match the City of Avondale’s Street Tree Master Plan (STMP) along 107th Avenue and Roosevelt Street. The STMP identifies Thornless Mesquite and Palo Verdes trees as primary and secondary trees. A more diverse plant palette will be used, however, as preferred by Avondale. Additional street trees include Ironwood, Oaks, Willow Acacias and Texas Ebony trees. Massed shrubs will further screen perimeter screen walls around the Project perimeter and colorful accent shrubs and groundcover plantings will be used around all signage.

The landscape design in proximity to the building will complement the building’s high-tech contemporary appearance, as well as the size. Trees and shrubs will provide pedestrian shade and visual interest and will contrast the architectural pop-outs and horizontal metal canopies to provide human scale at the entries. Pedestrian walks that connect the streets and parking lots to storefront entries will be fully shaded and a small area of turf may be used at the storefront entry where it is most beneficial.

The plant palette provided includes a mix of Sonoran Desert and desert adapted plants to provide year-round color. Desert adapted trees and shrubs will be planted around the building and parking and Sonoran Desert trees will mainly be kept around the perimeter or the project.

In addition, in accordance with the City’s standards, the conceptual site plan provides three (3) employee break/amenity areas disbursed throughout the Project, as well as an employee walking trail and recreation area with covered seating at the northeast boundary of the Project. The proposed PAD site plan provides a significant amount of landscaping for the site at approximately 21 percent.

I. Grading and Drainage

The grading and drainage for the Property will be designed to retain the 100-yr, 2-hour storm event in accordance with the City of Avondale drainage design guidelines. Storm drainage will be conveyed via internalized roof drains and exterior scuppers (no pipe) and downspouts and overland flow across the parking lots and truck dock areas into either catch basins or curb openings which will outfall to a combination of surface and/or underground retention areas. The required storage volume will dissipate within 36 hours via a combination of natural percolation and drywells.

J. Utilities and Infrastructure

Water will be provided to the Property by the City of Avondale and is available via a 16-inch public waterline within 107th Avenue. This Project will install a 12-inch waterline from Roosevelt Parkway to 111th Avenue.

Sewer will be provided to the Property by the City of Avondale. There is an existing sewer main within both 107th Avenue and Roosevelt Street just west of the Property. It is anticipated that both existing sewer mains are too shallow to provide a gravity sewer connection to the Property. This Project will require a sewer lift station that will pump sewer to a short gravity sewer main extension within Roosevelt Street near 107th Avenue. The short sewer line will be extended to 111th Avenue.

K. Phasing

The buildings will be constructed in 2 phases. All required off-site improvements to both 107th Avenue and Roosevelt Street will be completed with the project's first phase. When a parcel is developed it will include necessary street improvements to provide proper access to a street/frontage road, water and sewer connections into the city system, on-site storm water retention, and perimeter streetscape improvements adjacent to the parcel.

L. PAD Findings

The City of Avondale Zoning Ordinance requires that the below findings are met for approval of a PAD.

- (1) The proposed PAD is in conformance with the General Plan and applicable specific plan(s).*

A Minor General Plan Amendment is being processed concurrent with this PAD rezoning request. The requested General Plan Amendment is to amend the General Plan Land Use designation from Freeway Commercial, High Intensity Office and Mixed Use to Business Park (a portion of the Property will be retained as Freeway Commercial to ensure conformance for the Future Retail Pads).

The Business Park land use category is intended to allow for 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 category accommodates enclosed light manufacturing, manufacturers, and retail uses.

The requested PAD will conform to the General Plan, as amended, and will further several goals of the General Plan including growing and diversifying Avondale's economy and employment base through business development.

Specifically, Goal 3, Policy A which states: "Develop the I-10 corridor into the City's premier business and employment area by encouraging uses that provide a high ratio of well-paying jobs to square footage." This proposal will be a significant job creator for retail sales, office, manufacturing and distribution. The overall development is expected to create approximately 500 jobs along the I-10 Corridor.

In addition, Goal 4, Policy B states, "Require all new development to participate in the required infrastructure enhancements including, but not limited to, street widening and connecting to City water and sewer systems." This proposal provides the required street improvements along Roosevelt and facilitates the necessary signal and utility infrastructure to build out the overall 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 requested PAD meets the requirements of the Zoning Ordinance and all applicable policies and regulations of the City of Avondale. The underlying PAD zoning is C-3 which allows all of the operational functions of Ashley's operations. The development conforms to all the necessary C-3 development standards except for one small deviation that reduces the rear yard setback by only 5' less than the requirement. All other necessary site and design standards are observed including setbacks, lot coverage, building height, landscaping, architectural design, etc.

- (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.*

There is adequate water and sewer, and other required public infrastructure to support the proposed development. An additional 12-inch water main extension will be added to extend from 107th Avenue and tie-in to the existing 12-inch waterline located at 112th Drive. Additionally, the proposed Project will complete the required street improvements along Roosevelt Road such as improving the road to 3300- feet, streetscape landscaping, and installing the traffic signal at 107th and Roosevelt Road

- (4) *The proposed PAD will result in compatible land use relationships within the proposed development and with adjacent properties.*

The Property is uniquely situated adjacent to a freeway, with proximity to many like-kind uses. South of the Property is a residential development currently under construction. The proposed development within this PAD will provide a good buffer between the I-10 Freeway and single-family residences to the south while ensuring meaningful landscaping and buffering is provided along Roosevelt Street. Additionally, the proposed development, which will boast up to 500 new jobs and serve as an anchor for area retail, will support future uses within The BLVD, a key mixed-use area for Avondale.

- (5) *The development standards of the proposed PAD are consistent with or exceed the desired character of development for the area.*

The proposed development, as a Business Park development, has been designed appropriately next to a major freeway corridor. The site layout is optimally planned to provide key open spaces and buffering for surrounding uses. Buildings are set back within a generous landscape setback along both street frontages, and buildings are set back well beyond that which is otherwise required by conventional zoning standards. Overall, the development standards of the PAD exceed the standard zoning ordinance requirements, and thus exceed the desired character of development for the area.

M. Summary

The proposed development will provide a diversity of new jobs, benefits to the City of Avondale, and will activate an undeveloped, long time vacant parcel of land with a quality use that will provide considerable sales tax revenues and other economic benefits to the City of Avondale. This PAD sets forth exceptional site development and architectural design that will have a positive influence on the area. In summary, this proposal is consistent with the City's long-term vision for this area, it is compatible with the surrounding area, and is appropriate land use planning.

Exhibit A - Site Aerial

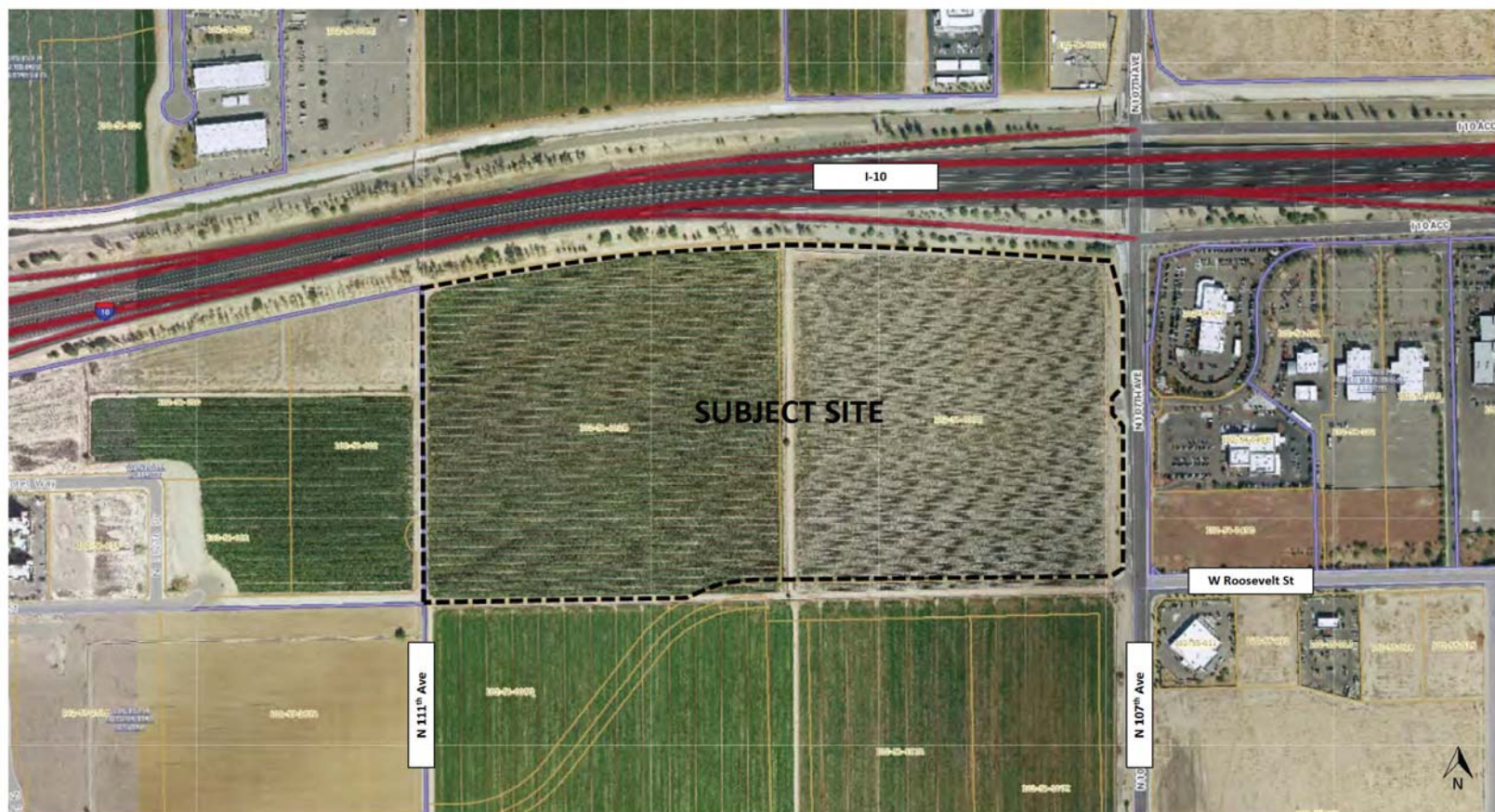


Exhibit B

Proposed General Plan Map: Business Park; Freeway Commercial

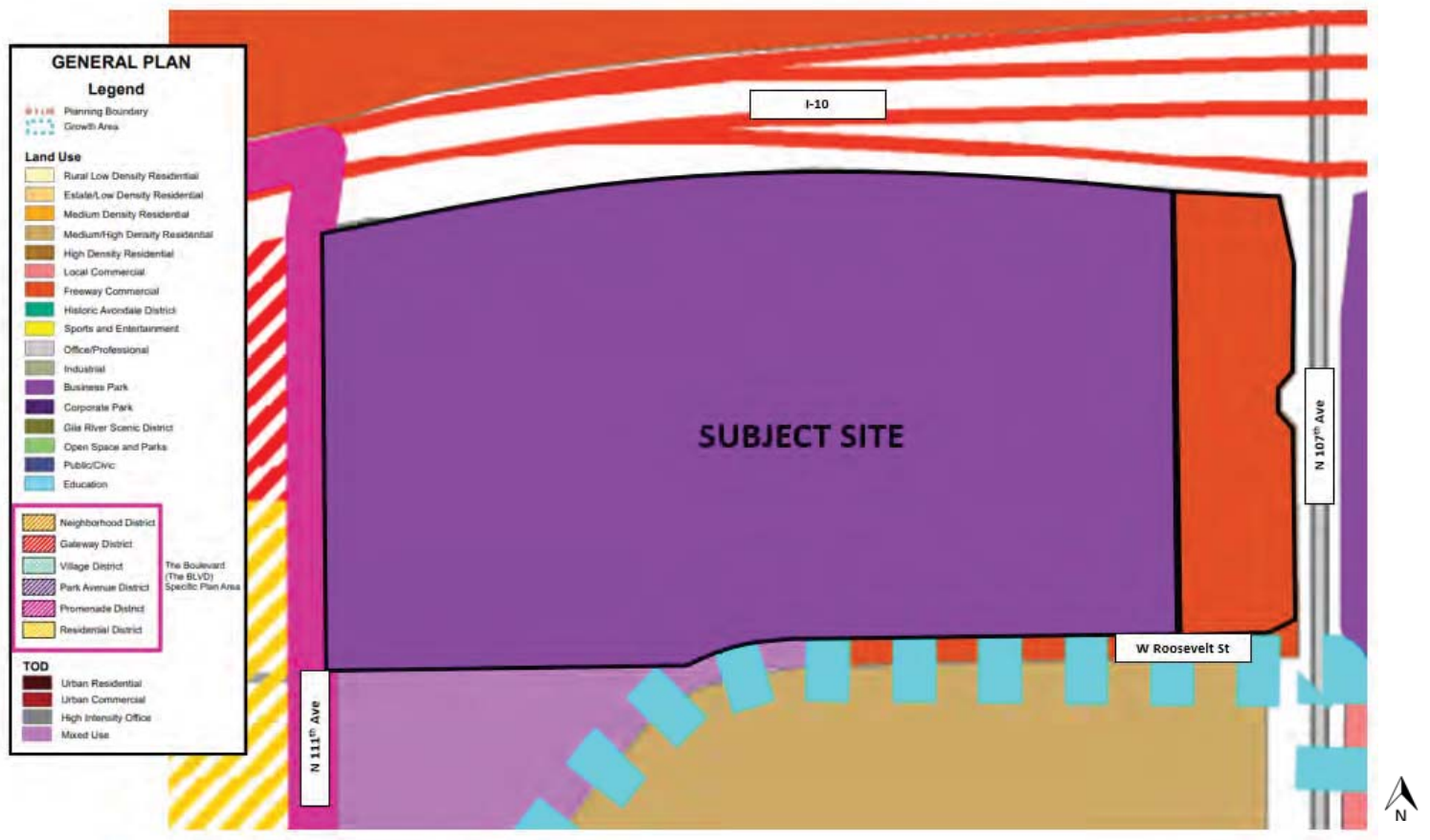


Exhibit B
Existing Zoning Atlas Map: PAD

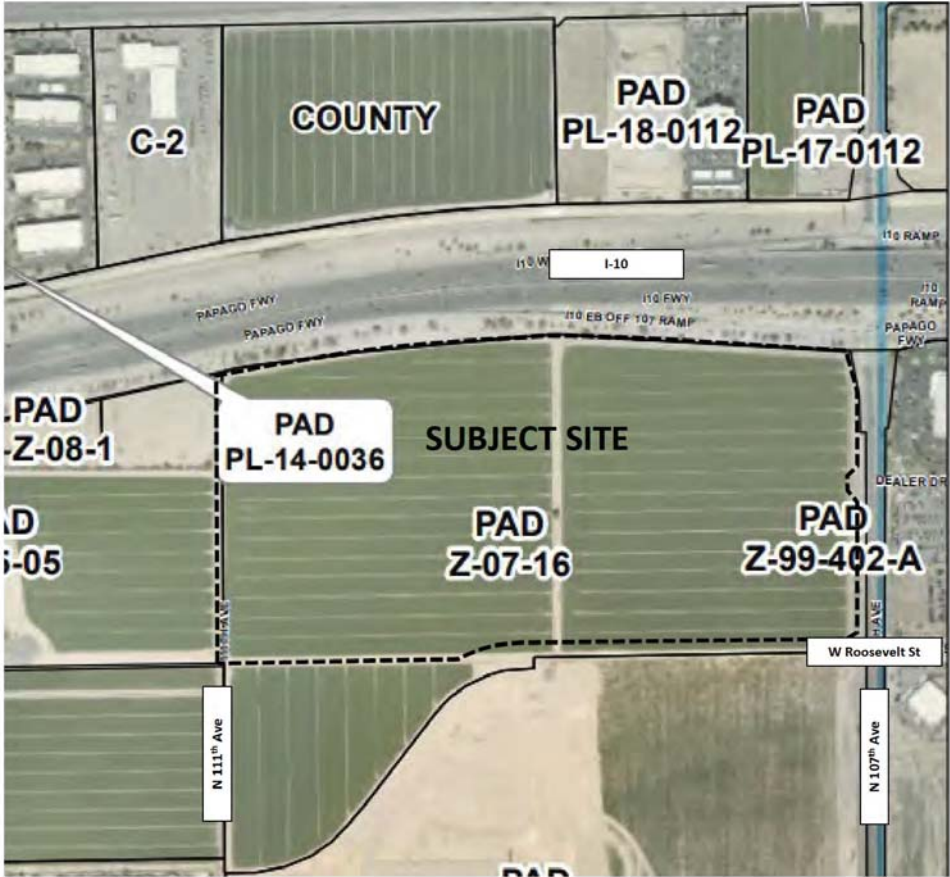
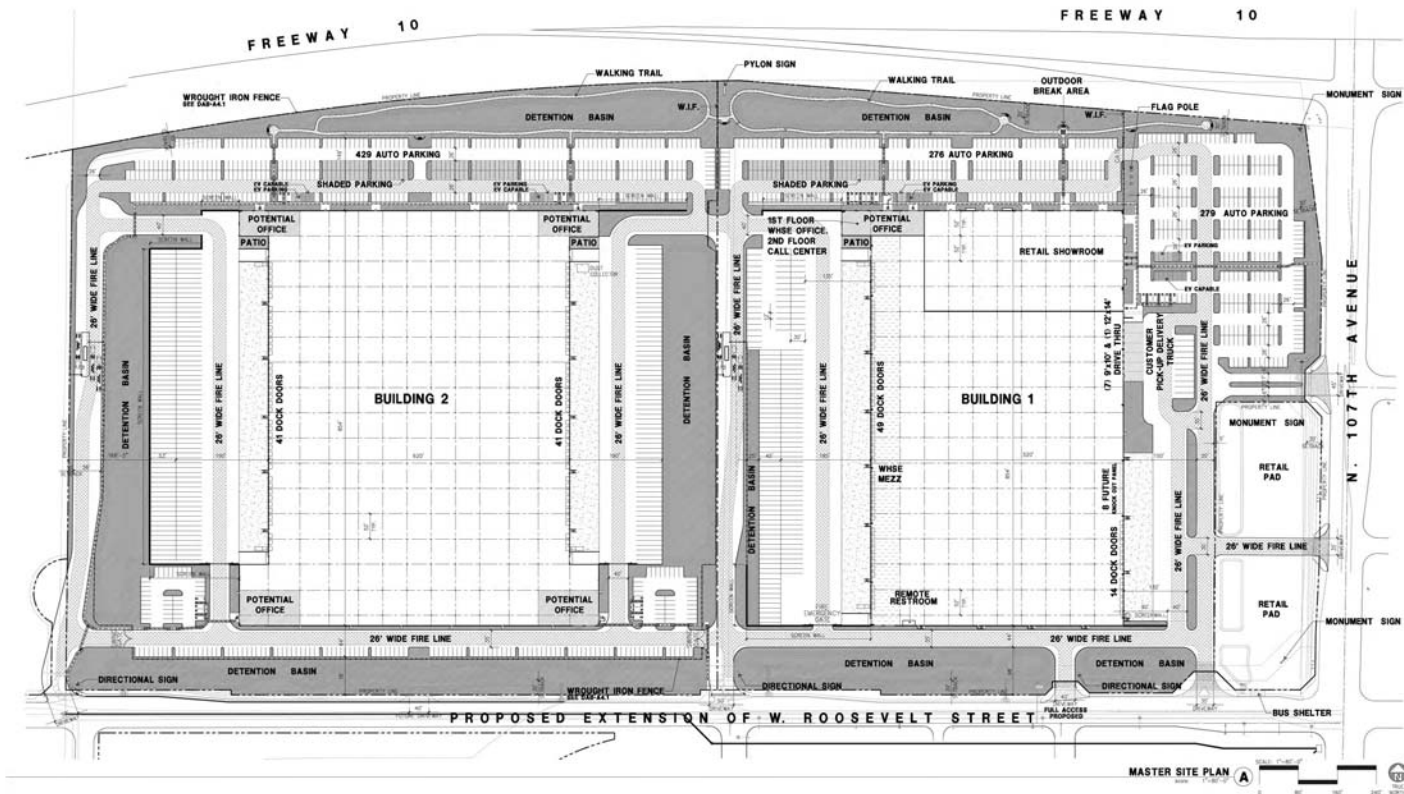
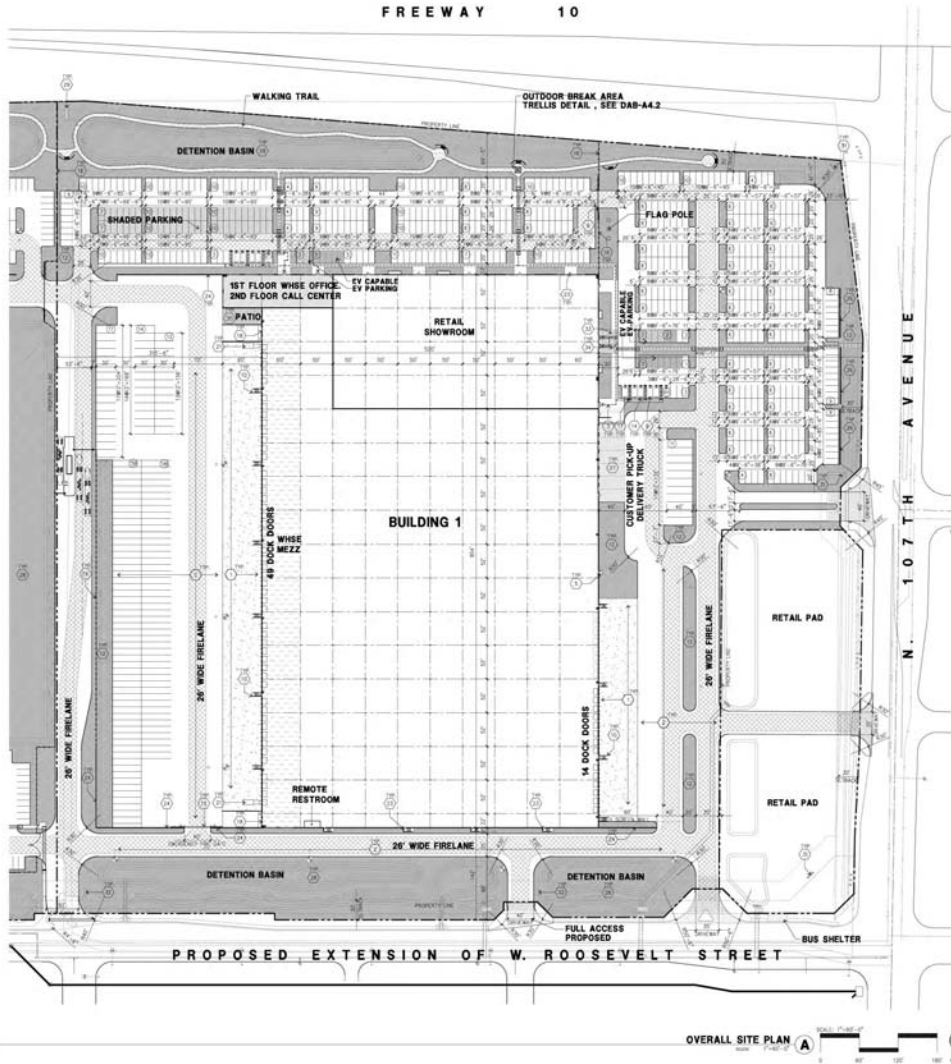


EXHIBIT C

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SITE PLAN GENERAL NOTES

- [illegible]

SITE PLAN KEYNOTES

- [illegible]

SITE LEGEND

-
- | | | | |
|--|---|--|-----------------------|
| | CONCRETE PAVING | | LANDSCAPED AREA |
| | ASPHALT CONCRETE PAVING | | PATH OF TRAVEL |
| | STANDARD PARKING
STALL (9'-0" x 20') | | 20' WIDE BICYCLE LANE |
| | ACCESSIBLE PARKING
STALL (9'-0" x 20') | | 20' WIDE WALK |
| | ACCESSIBLE PARKING (VAN)
STALL (11' x 20') | | PROPERTY LINE |
| | + 8' MIN. ACCESSIBLE WALK | | 8' WIDE |

HPA architecture	
TGA, INC. 18821 Sandpoint Avenue • Ste. #102 Irvine, CA 92612 tel 949-943-1770 email tga@tgarchs.com	
 ROBERT M. TGA, INC. California Professional Engineers (Exempted Individual)	
OWNER ASHLEY FURNITURE INDUSTRIES, LLC	
 hodgdon group	
DIRECTOR OF REPRESENTATIVE	
Project: ASHLEY PROJECT COMFORT	
AVONDALE, AZ	
Consultants:	
Civil _____ HUNTER ENG.	
Structural _____ " "	
Mechanical _____ " "	
Plumbing _____ " "	
Electrical _____ HUNTER ENG.	
Landscape _____ " "	
Fire Protection _____ " "	
Sole Engineer _____ " "	
Title: _____ Overall Site Plan	
Project Number: _____ 20294	
Drawing by: _____ CB	
Date: _____ 06/27/03	
Revision: _____ _____ _____	
Sheet: _____	
I-DAB-AI.I	

[illegible][illegible]

	CONCRETE PAVING		LANDSCAPED AREA
	ASPHALT CONCRETE PAVING		PATH OF TRAVEL 18 IN. MAX. WIDTH - 18 IN. MIN.
	STANDARD PARKING (18'-6" x 20')		30' FREE-WIDE FREEWAY
	ACCESSIBLE PARKING STALL (9'-6" x 20') + 5' MIN. ACCESSIBLE WALK		PROPERTY LINE
	ACCESSIBLE PARKING (VAN) STALL (12' x 20') + 5' MIN. ACCESSIBLE WALK		6' W. WALK

TGA, INC. 18820 SHELLEY AVENUE • STE. #700 WEST HAVEN, CA 92693 TEL: 949-482-1770 EMAIL: tga@tgaarch.com	
EXPERIENCE ADVISED	
OWNER: ASHLEY FURNITURE INDUSTRIES, LLC	
hodgdon group	
OWNER'S REPRESENTATIVE:	
Project:	
ASHLEY PROJECT COMFORT	
AVONDALE, AZ	
Consultants:	
Civil Engineering	HUNTER ENG.
Mechanical	" "
Plumbing	" "
Electrical	" "
Landscape	HUNTER ENG.
Fire Protection	" "
Sole Engineer:	" "
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Project Number: 20394	
Drawn by: CR	Date: 06/27/23
Revision:	
Sheet:	
2-DAB-A1.1	

EXHIBIT D

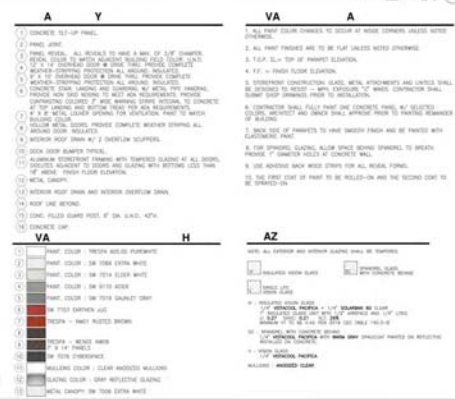
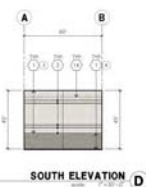


EXHIBIT E

PROJECT COMFORT
NWC OF W. ROOSEVELT ST & N. 107TH AVE
AVONDALE, ARIZONA
PRELIMINARY LANDSCAPE PLAN

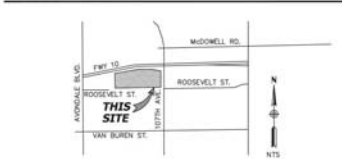
PLANTING LEGEND

Tree	Box Size	Qty
Acacia salicina	36"	240
Willow Acacia	24"	172
Ceanothus cuneatus "Smoothie"	36"	111
Casahuate	24"	152
Leucophyllum muscicola	36"	171
Croton	36"	21
Desert Museum Palo Verde	36"	5
Alseodaphne	36"	100
Red Bush Pothos	36"	93
Populus tremula	24"	100
Cottonwood	36"	93
Prosopis juliflora	24"	100
Tommy's Mesquite	36"	93
Onix perfoliatus "True Green"	12 H	105
Evergreen Elm	12 H	105
Washingtonia robusta	18 H	40
Mexican Fan Palm		
Shrub	Size	Qty
Erasmia glabra "Mingren Gold"	5 gal	1611
Outback Sunrise Elm	5 gal	252
Brugmansia "Barbara Kani"	5 gal	0
Callisander citrina "Little Jule"	5 gal	0
Bush Bottlebrush	5 gal	134
Callisander citrina "Little Jule"	5 gal	162
Hop Bush	5 gal	913
Erasmia glabra	5 gal	377
Winter Blaze	5 gal	162
Erasmia glabra "Belle"	5 gal	0
Blue Bell	5 gal	0
Pepia latifolia	5 gal	0
Prosopis juliflora	5 gal	0
Leucophyllum candidum	5 gal	0
Thunder Cloud	5 gal	0
Ruellia peruviana	5 gal	0
Blue Ruella	5 gal	0
Simmondsia chinensis	5 gal	0
Jasione	5 gal	0
Teosoma stans	5 gal	0
Yellow Bell	5 gal	0
Acacia	Size	Qty
Alseodaphne	5 gal	119
Medicinal Aloe	1 gal	410
Euboea gracilis	1 gal	573
Blue Crane	1 gal	1967
Muhlenbergia rigens	1 gal	722
Desert Grass	1 gal	194
Penstemon setaceus "Rubrum"	1 gal	435
Purple Fountain Grass	1 gal	338
Phlox rostrata	1 gal	40
Purple Date Palm	1 gal	13
Vaccia rigida	5 gal	73
Blue Yucca	Size	Qty
Ground Cover	Size	Qty
Acacia robusta "Desert Carpet"	1 gal	435
Prostrate Acacia	1 gal	338
Ceanothus cuneatus "Gm. Carpet"	1 gal	40
Natal Plum	1 gal	13
Commersonia bartramia	1 gal	722
Ground Morning Glory	1 gal	194
Lantana canna "New Gold"	1 gal	435
New Gold Lantana	1 gal	338
Wedelia trilobata	1 gal	194
Yellow Del	Size	Qty
Decorated Granite	Size	Qty
Color Rock Pink Frost	Size 1/2", Screened	Thick 2 inches

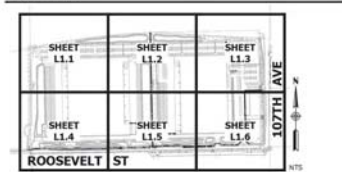
PLANTING DATA TABLE

LANDSCAPE DATA	SQ. FT.	ADJ.	% COVER	NOTES
107TH AVE (NWC)	2,393,344	57,482		
FUTURE RETAIL PARK	133,898			
TOTAL BUILDING AREA (NWC - 80' HIGH)	1,054,536	24,211	23.50% of total site area (10% min per 200)	
LANDSCAPE AREA	754,175	10,171	23.50% of total site area	
REMAINING LANDSCAPE AREA, NOT INCLUDING STREET SETBACKS, NORTH AND WEST BUFFERS AND PARKING ISLANDS	543,538			
MIN. LANDSCAPE AREA ALLOWED IS EQUAL OR GREATER THAN 10% OF GROUND FLOOR AREA OR 10% OF SITE AREA, WHICHEVER IS GREATER	293,570		1.62 PER 1,000	
PARKING SPACES (4,471)	1,497			
PARKING LOT ISLANDS 1 per 8 stalls (PER SEC. 13-13-402)	2,188			
ROOSEVELT STREET SETBACK (MIN. 25')	1,045			Not incl. driveway
107TH AVENUE SETBACK (MIN. 25')	1,045			Not incl. driveway
ROOSEVELT STREET RIGHT OF WAY	1,895			Not incl. driveway
107TH AVENUE RIGHT OF WAY	900			Not incl. driveway
NORTH BUFFER	2,545			Minus 100' entry that covers over the property line
WEST BUFFER	835			
107TH AVENUE COVERAGE OF TREES, SHRUBS, ACCENT PLANTS AND GROUND COVER PLANTS	352,087			
MINIMUM PLANTING DATA: Article 12 - LANDSCAPE, WALLS & FENCES (Code of Ordinances) - Avondale, AZ - Municipal Code				
PLANTS	MIN. PLANT COVER REQUIRED	VEGETATIVE MIN. COVER REQUIRED	MIN. PLANT COVER PROVIDED	NOTES
107TH Street setback (1,380' of 100' x 10' strip)	24,736' Box	14,226	100	300
H(1) Trees/Palms	1.5 gal	16,920	3,000	3,000
H(2) Shrub & accent plants	1.5 gal	16,920	430	430
H(3) Ground cover plants	1.5 gal	16,920	430	430
107TH Avenue setback (1,045' of 100' x 10' strip)	24,736' Box	14,226	100	300
H(1) Trees/Palms	1.5 gal	16,920	3,000	3,000
H(2) Shrub & accent plants	1.5 gal	16,920	430	430
H(3) Ground cover plants	1.5 gal	16,920	430	430
107TH Avenue right of way (1,895' of 100' x 10' strip)	24,736' Box	14,226	100	300
H(1) Trees/Palms	1.5 gal	16,920	3,000	3,000
H(2) Shrub & accent plants	1.5 gal	16,920	430	430
H(3) Ground cover plants	1.5 gal	16,920	430	430
North Buffer (2,545' of 100' x 10' strip)	24,736' Box	14,226	100	300
H(1) Trees/Palms	1.5 gal	16,920	3,000	3,000
H(2) Shrub & accent plants	1.5 gal	16,920	430	430
H(3) Ground cover plants	1.5 gal	16,920	430	430
West Buffer (835' of 100' x 10' strip)	24,736' Box	14,226	100	300
H(1) Trees/Palms	1.5 gal	16,920	3,000	3,000
H(2) Shrub & accent plants	1.5 gal	16,920	430	430
H(3) Ground cover plants	1.5 gal	16,920	430	430
Parking lot island landscape (1,497' of 100' x 10' strip)	24,736' Box	14,226	100	300
H(1) Trees/Palms	1.5 gal	16,920	3,000	3,000
H(2) Shrub & accent plants	1.5 gal	16,920	430	430
H(3) Ground cover plants	1.5 gal	16,920	430	430
Remaining landscape (543,538' of 100' x 10' strip)	24,736' Box	14,226	100	300
H(1) Trees/Palms	1.5 gal	16,920	3,000	3,000
H(2) Shrub & accent plants	1.5 gal	16,920	430	430
H(3) Ground cover plants	1.5 gal	16,920	430	430
TOTAL PLANTS (Lines A-N)	24,736' Box	14,226	100	300
TOTAL PLANTS & accent plants (Lines A-N)	24,736' Box	14,226	100	300
TOTAL GROUND COVER PLANTS (Lines A-N)	24,736' Box	14,226	100	300

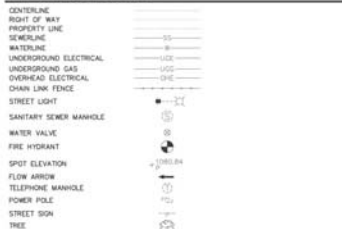
VICINITY MAP



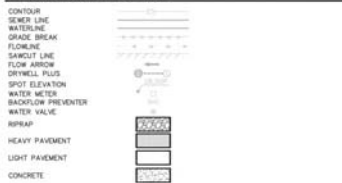
KEY MAP



EXISTING LEGEND



PROPOSED LEGEND



PROJECT TEAM

DISCIPLINE	CONTACT INFORMATION
OWNER/DEVELOPER	HODGSON GROUP REALTY, INC. 1461 E. COOLEY DRIVE, SUITE 230 COLTON, CALIFORNIA 92324 PHONE: (951) 783-3020 EMAIL: AARON@HODGSONGROUP.COM CONTACT: AARON R. HODGSON
LANDSCAPE ARCHITECT	HUNTER ENGINEERING, INC. 10450 NORTH 74TH STREET, #200 SCOTTSDALE, ARIZONA 85258 PHONE: (480) 991-3385 CONTACT: AUDIE HENNINGTON EMAIL: AHENNINGTON@HUNTERENGINEERINGPC.COM
CIVIL ENGINEER	HUNTER ENGINEERING, INC. 10450 NORTH 74TH STREET, #200 SCOTTSDALE, ARIZONA 85258 PHONE: (480) 991-3385 CONTACT: JACOB EARLEY EMAIL: JEARLEY@HUNTERENGINEERINGPC.COM
ARCHITECT	HPA INC. WEST BARDEN AVENUE, SUITE 100 IRVINE, CALIFORNIA 92612 PHONE: (949) 863-1775 EMAIL: BOB@HPARCH.COM CONTACT: BOB JACOB

SHEET INDEX

SHEET #	SHEET	DESCRIPTION
1	L0.1	COVER SHEET
2	L1.1	PLANTING PLAN
3	L1.2	PLANTING PLAN
4	L1.3	PLANTING PLAN
5	L1.4	PLANTING PLAN
6	L1.5	PLANTING PLAN
7	L1.6	PLANTING PLAN
8	L1.1	WALL PLAN
9	L1.2	WALL SCHEDULE & ELEVATIONS
10	L1.3	OPEN SPACE AMENITIES
11	L1.4	LANDSCAPE MAINTENANCE SCHEDULE

CITY OF AVONDALE
GENERAL LANDSCAPE NOTES

- ALL TREES REQUIRED ON SITE SHALL HAVE A MINIMUM BOX SIZE OF 24 INCHES.
- ALL TREES SHALL BE SPECIFIED IN THE SCHEDULE OF PLANT MATERIAL (REQUIRED AS PART OF THE PRELIMINARY LANDSCAPE PLAN AND THE FINAL LANDSCAPE PLAN) BY HEIGHT, WIDTH AND BY ANY OTHER RELEVANT INFORMATION WHICH DEFINES THE EXACT SPECIFICATIONS OF THE PLANT MATERIAL (BENEFIT PROPOSED).
- ALL PALM TREES (FAN PALMS, DATE PALMS, AND QUEEN PALMS) SHALL HAVE A MINIMUM TWELVE (12) FOOT TRUNK HEIGHT MEASURED FROM THE BASE OF THE TRUNK TO THE BASE OF THE FRONDS.
- THE PROPERTY OWNER AND/OR LESSEE SHALL BE RESPONSIBLE TO INSTALL/MANTAIN ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY.
- A 3-FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE SUPPRESSION EQUIPMENT. NO PLANTS MAY BE INSTALLED THAT WILL ENCRUMB 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 MAP SPECIFICATIONS & STANDARD DETAILS CURRENTLY ON FILE AND AVAILABLE AT THE CITY OF AVONDALE ENGINEERING DEPARTMENT.

DATE: 10/1/2024
DRAWN BY: JACOB EARLEY
CHECKED BY: BOB JACOB
SCALE: AS SHOWN
SHEET: L0.1
PROJECT: PROJECT COMFORT
NWC OF W. ROOSEVELT ST & N. 107TH AVE
AVONDALE, ARIZONA
PRELIMINARY SUBMITTAL

DATE: 10/1/2024
DRAWN BY: JACOB EARLEY
CHECKED BY: BOB JACOB
SCALE: AS SHOWN
SHEET: L0.1
PROJECT: PROJECT COMFORT
NWC OF W. ROOSEVELT ST & N. 107TH AVE
AVONDALE, ARIZONA
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SHEET: L0.1
PROJECT: PROJECT COMFORT
NWC OF W. ROOSEVELT ST & N. 107TH AVE
AVONDALE, ARIZONA
PRELIMINARY SUBMITTAL

LANDSCAPE DATA	SQ. FT.	ACRES	% COVER	NOTES
SETT AREA (NET)	2,005,296	47.46		
1. LANDSCAPE AREA			16.17	33.98% of all total site area
REMAINING LANDSCAPE AREA, NOT INCLUDING STREET TRACKS, NORTH AND WEST BOLLARDS	568,338			
MIN. LANDSCAPE AREA REQUIRED IS EQUAL OR GREATER THAN 5% OF GROUND COVER AREA	289,375			
MIN. LANDSCAPE AREA IS GREATER	568,338			
MIN. VEGETATIVE COVERAGE OF TREES, SHRUBS, ACCEP. PLANTS AND GROUND COVER PLANTS	568,338			
MINIMUM PLANTING DATA: Article 12 - LANDSCAPE, WALLS & FENCES (Code of Ordinances / Associate, AIA)				
Municipal Utility				
	MIN. PLANT SIZE	MIN. PLANT REQUIRED	MIN. PLANT REQUIRED	MIN. REQ. PLANT PROFILES
PLANTS				
REQUIRED LANDSCAPE AREAS				
Total Trees (Limes & AEs)	247,760	568,338	1062	1065 (1068)
Total Shrubs (Limes & AEs)	298,000	685,000	4,518	4,518
Total Ground Cover (Limes & AEs)	19,530	44,370	1,279	1,279

○	LIMIT OF WORK	○	MONUMENT SIGN
○	CONCRETE CURB (SEE CIVIL PLAN)	○	DIRECTIONAL SIGN
○	CONCRETE SIDEWALK (SEE CIVIL PLAN)	○	PYLON SIGN
○	DECOMPOSED GRANITE	○	FLAG POLE
○	FLY HYDRANT	○	LIMIT OF 54" D.G.
○	FLY POLE (SEE ELECTRICAL PLAN)	○	BUS SHELTER
○	PUE		
○	ROW		
○	SIGHT LINE TRIANGLE (PER CITY STANDARDS)		
○	RETENTION BASIN		
○	PAVEMENT (ASPHALT)		
○	RIP-RAP DRAINAGE		
○	REFUSE ENCLOSURE		
○	TRANSFORMER		
○	○ CONCRETE PATH		
○	PARKING LOT SCREEN WALL (3'-6" HIGH)		
○	TILT UP SCREEN WALL (17' HIGH)		
○	STEEL GATE (8' HIGH)		
○	TUBE STEEL FENCE (8' HIGH)		
○	PARKING SCREEN FENCE (3'-CMU & 4'-FENCE)		

[illegible]

PLANTING PLAN PROJECT COMFORT NWC OF W. ROOSEVELT ST & N. 107TH AVE AVONDALE, ARIZONA		HUNTER ENGINEERING 5000 W. 19th ST. SUITE 200 AVONDALE, ARIZONA 85015 T 480 991 3344 F 480 991 3348
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THESE PLANS ARE NOT FORWARDED FOR CONSTRUCTION FROM THE APPROVED SIGNATURE FROM THE GOVERNING AGENCY.	PROJECT NAME PROJECT COMFORT	SHEET L1.1
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PROJECT NAME PROJECT COMFORT	SHEET L1.1	SCALE 1" = 10'
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PROJECT NAME PROJECT COMFORT	SHEET L1.1
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LANDSCAPE DATA	sq. ft.	% COVER	NOTES		
STREET AREA (NET)	2,893,264	17.40			
PAVING AREA	264,138	15.17	23.98% of total site area		
PERMANENT LANDSCAPE, NOT INCLUDING STREET SETBACKS, NORTH AND WEST BUFFERS AND BERMED PLANTING	708,126				
MIN. LANDSCAPE IN ALLOWED IS EQUAL OR GREATER THAN 10% OF GROUND COVER AREA					
10% OF ST. AREA, MINIMUM IS GREATER	289,326				
VEG. LIVESTOCK COVERAGE OF TREES, SHRUBS, ADJACENT PLANTS AND GROUND COVER AREAS	352,087				
MINIMUM PLANTING DATA: ARTICLE 12 - LANDSCAPE, WALLS & FENCES (Cites of Ordinances / Associates, Adm.)					
Municipal Utility					
	MIN. PLANT SIZES	VEGETATION MIN. PLANTS REQUIRED	MIN. REQUIRED (first up)		
PLANTS					
REQUIRED LANDSCAPE AREAS					
Total Trees (Lines A-J)	247,768	90,531	3062	1005	1065
Total Shrubs (Lines A-J)	17,500	19,531	6,178	1,178	1,178
Total Ground Cover (Lines A-J)	17,500	19,531	1,178	1,178	1,178

1	LIMIT OF WORK	21	MONUMENT SIGN
2	CONCRETE CURB (SEE CIVIL PLAN)	22	DIRECTIONAL SIGN
3	CONCRETE SIDEWALK (SEE CIVIL PLAN)	23	PLYON SIGN
4	RECONSTRUCT GRANITE	24	FLAG POLE
5	FIRE HYDRANT	25	LIMIT OF 14" D. G.
6	LIGHT POLE (SEE ELECTRICAL PLAN)	26	BUS SHELTER
7	PUE		
8	ROW		
9	RIGHT LINE TRIANGLE (PER CITY STANDARDS)		
10	RETENTION BASIN		
11	PAVEMENT (ASPHALT)		
12	RIP-RAP DRAINAGE		
13	REFUSE ENCLOSURE		
14	TRANSFORMER		
15	# CONCRETE PATH		
16	PARKING LOT SCREEN WALL (7'-6" HIGH)		
17	TEEL UP SCREEN WALL (8" HIGH)		
18	STEEL GATE (8" HIGH)		
19	TUBE STEEL FENCE (8" HIGH)		
20	PARKING SCREEN WALL (4'-6" CMU & 4'-6" FENCE)		

SPECIES	Box Size	Qty.	SEASON	
			WET	DRY
<i>Acacia salicina</i>		307		240
<i>Willow Azalea</i>		307		240
<i>Caesalpinia coccinea 'Smoothe'</i>	24"	172		
<i>Cassipouia</i>		361		111
<i>Euphorbia microstachya</i>				
<i>Croton</i>		240		152
<i>Parkinsonia x 'Desert Verano'</i>		361		111
<i>Purple Mountain Flap Yucca</i>		307		111
<i>Pisonia hawaiiensis</i>		361		21
<i>Red Palm Petateche</i>		361		21
<i>Populus tremuloides</i>		361		5
<i>Ceanothus</i>		240		100
<i>Prunus glandulosa</i>		361		93
<i>Ulmus parvifolia 'True Green'</i>		361		93
<i>Evergreen Elm</i>	12 1/4"	165		
<i>Wrightsonia palm</i>				
<i>Mexican Fan Palm</i>	18 1/4"	40		
<i>Wrightsonia palm</i>				
<i>Mexican Fan Palm</i>				
Shrub			SEASON	
			WET	DRY
<i>Eremophila glauca 'Mingrow Gold'</i>	5 gal	1611		
<i>Banksia Sunnyside Elm</i>				
<i>Bougainvillea 'Barbara Karp'</i>	5 gal	252		
<i>Barbara Karp</i>				
<i>Callistemon citrinus 'Lutea'</i>	5 gal	0		
<i>Lush Bells</i>				
<i>Callistemon citrinus 'Lutea'</i>	5 gal	134		
<i>Dodonaea viscosa</i>	5 gal	762		
<i>Viburnum</i>				
<i>Eremophila glauca</i>	5 gal	1613		
<i>Eremophila hypophylla 'B. Bells'</i>	5 gal	377		
<i>Viburnum</i>				
<i>Ficus sellowiana</i>	5 gal	162		
<i>Leucophaea palm</i>				
<i>Leucophaea palm</i>	5 gal	0		
<i>Fender Blue</i>				
<i>Ruellia paniculata</i>	5 gal	5		
<i>Ruellia paniculata</i>				
<i>Scaevola chinensis</i>	5 gal	7		
<i>Scaevola chinensis</i>				
<i>Scaevola chinensis</i>				
<i>Scaevola chinensis</i>				
<i>Scaevola chinensis</i>				
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<i>Scaevola chinensis</i>				
<i>Scaevola chinensis</i>				
<i>Scaevola chinensis</i>				

LANDSCAPE DATA	SQ. FT.	% COVER	NOTES	
TOT. AREA (IN)	2,835,344	47.40		
LANDSCAPE AREA	1,038,138	36.64	33.58% OF TOTAL SQ. AREA	
REMAINING LANDSCAPE AREA NOT INCLUDING TREETRACKS, NORTH AND WEST BELTWAYS	934,338			
MIN. LANDSCAPE AREA REQUIRED IS EQUAL OR GREATER THAN 1% OF GRASSING FLOOR AREA	28,353			
PERCENT OF LANDSCAPE AREA IS GREATER				
VEGETATIVE COVERAGE OF TREES, SHRUBS, AND GRASS AND GROUND COVER PLANTS	652,287			
MINIMUM PLANTING DATA: ARTICLE 32 - LANDSCAPE, WALLS & FENCES (Cite of Ordinances / Aesthetic, ADA, / Municipal Code)				
PLANTS	MIN. PLANT SIZES	MIN. REQ'D COVER REQUIRED	MIN. REQ'D PLANTS REQUIRED (Per sq. ft.)	MIN. REQ'D PLANTS PROVIDED
Total Trees (Lines A-J)	24" DBH	39,353	2962	1005
Total Shrubs (Lines A-J)	6" DBH	778,138	4,378	4,378
Total Ground Cover Plants (Lines A-J)	16" High	88,883	1,720	1,720

I-10 FRONTAGE ROAD

- 1 LIMIT OF CURB (SEE CIVIL PLAN)
- 2 CONCRET CURB (SEE CIVIL PLAN)
- 3 CONCRET SIDEWALK (SEE CIVIL PLAN)
- 4 DECOMPOSED GRANITE
- 5 FIRE HYDRANT
- 6 LIGHT POLE (SEE ELECTRICAL PLAN)
- 7
- 8 ROW
- 9 SIGHT LINE TRIANGLE (PER CITY STANDARDS)
- 10 RETENTION BASIN
- 11 PAVEMENT (ASPHALT)
- 12 RIP-RAP DRAINAGE
- 13 REFUSE ENCLOSURE
- 14 TRANSFORMER
- 15
- 16 PARKING LOT SCREEN WALL (3'-4" HIGH)
- 17 TILT UP SCREEN WALL (IF HIGH)
- 18 STEEL GATE (IF HIGH)
- 19 STEEL FENCE (IF HIGH)
- 20 PARKING SCREEN WALL (3'-4" CMU & 4'-6" FENCE)
- 21 MONUMENT SIGN
- 22 DIRECTIONAL SIGN
- 23 PYLON SIGN
- 24 FLAG POLE
- 25 LIMIT OF 14'-0" D.O.
- 26 BUS SHELTER

	Times	Size	Site
●	<i>Acacia salicina</i>	24'	172
●	<i>Willow Azooia</i>	24'	172
●	<i>Acacia melanoxylon</i> "Smoothie"	24'	172
●	<i>Casuarina</i>	30'	111
●	<i>Callitris</i>	30'	111
●	<i>Coolibah</i>	30'	111
●	<i>Paranomia</i> "Desert muscari"	24'	152
●	<i>Desert Puumo Palm Verde</i>	30'	171
●	<i>Phacelia</i>	30'	171
●	<i>Alpago Pine</i>	30'	21
●	<i>Red Bush Platelake</i>	30'	21
●	<i>Yellow Grass</i>	30'	21
●	<i>Cottonwood</i>	30'	100
●	<i>Yellow Grass</i>	24'	100
●	"Torneyan" Mesquite	30'	93
●	<i>Unguarum</i> "Tree Green"	30'	93
●	<i>Evergreen Elm</i>	12'	165
●	<i>Washingtonia robusta</i>	12'	165
●	<i>Mexican Fan Palm</i>	18'	40
●	<i>Washingtonia robusta</i>	18'	40
●	<i>Mexican Fan Palm</i>	18'	40
●	<i>Sheddy</i>	Size	Q35
●	<i>Eremophila glabra</i> "Mingwan Gold"	5 gal	1811
●	<i>Burbank Surprise Elm</i>	5 gal	252
●	<i>Orionalis</i> "Barbara Kane"	5 gal	0
●	"Barbara Kane"	5 gal	0
●	<i>Ceanothus</i> "Miss Little John"	5 gal	0
●	<i>Bush Bothered</i>	5 gal	134
●	<i>Ceanothus pulcherrimus</i>	5 gal	134
●	<i>Red Bird of Paradise</i>	5 gal	762
●	<i>Doonbush</i> "vaccinia"	5 gal	973
●	<i>Winter Bush</i>	5 gal	973
●	<i>Eremophila glabra</i>	5 gal	973
●	<i>Erigeron hyphoglossa</i> "B. Bell"	5 gal	377
●	<i>Feapa salicifolia</i>	5 gal	162
●	<i>Pinella Quatu</i>	5 gal	162
●	<i>Leucanthyrium sandstone</i>	5 gal	0
●	<i>Thunder Cloud</i>	5 gal	0
●	<i>Ruellia perennans</i>	5 gal	0
●	<i>Baja Ruellia</i>	5 gal	7
●	<i>Ceanothus</i> "chamaea"	5 gal	82
●	<i>Teocoma stans</i>	5 gal	82
●	<i>Yellow Bell</i>	5 gal	Q35
●	<i>Acacia</i>	Size	Q35
●	<i>Alce batardensis</i>	5 gal	119
●	<i>Medional Aie</i>	5 gal	119
●	<i>Bouteloua gracilis</i>	1 gal	410
●	<i>Medional Aie</i>	1 gal	410
●	<i>Almofenda negra</i>	1 gal	573
●	<i>Quercus</i>	1 gal	573
●	<i>Perennium setaceum</i> "Rubrum"	1 gal	1997
●	<i>Argyle Fountain Grass</i>	5 gal	13
●	<i>Phoenix rostrata</i>	5 gal	13
●	<i>Jugosa Date Palm</i>	5 gal	73
●	<i>Yucca rigida</i>	5 gal	73
●	<i>Bush Yucca</i>	5 gal	Q35
●	<i>Ground Cistus</i>	Size	Q35
●	<i>Acacia robusta</i> "Desert Carpet"	1 gal	435
●	<i>Acacia robusta</i>	1 gal	435
●	<i>Carex macrocarpa</i> "Car. Carpet"	1 gal	338
●	<i>Carex macrocarpa</i>	1 gal	338
●	<i>Ceanothus ononium</i>	1 gal	40
●	<i>Ground Monrovia</i>	1 gal	40
●	<i>Lantana canaria</i> "New Gold"	1 gal	722
●	<i>New Gold Lantana</i>	1 gal	722
●	<i>Willow Inrobata</i>	1 gal	100
●	<i>Willow Elm</i>	1 gal	100

MATCH LINE SEE SHEET L1.1

KEY NOTES

- LIMIT OF WORK
- CONCRETE CURB (SEE CIVIL PLAN)
- CONCRETE SIDEWALK (SEE CIVIL PLAN)
- DECOMPOSED GRANITE
- FIRE HYDRANT
- LIGHT POLE (SEE ELECTRICAL PLAN)
- PUE
- ROW
- SIGHT LINE TRIANGLE (PER CITY STANDARDS)
- RETENTION BASIN
- PAVEMENT (ASPHALT)
- RIP-RAP DRAINAGE
- REFUSE ENCLOSURE
- TRANSFORMER
- IF CONCRETE PATH
- PARKING LOT SCREEN WALL (3'-4" HIGH)
- TILT UP SCREEN WALL (8' HIGH)
- STEEL GATE (8' HIGH)
- TUBE STEEL FENCE (8' HIGH)
- PARKING SCREEN WALL (3'-4" CMU & 4'-6" FENCE)
- MONUMENT SIGN
- DIRECTIONAL SIGN
- PYLON SIGN
- FLAG POLE
- LIMIT OF 1/4" D.G.
- BUS SHELTER

PROPOSED BUILDING 2
FF=1008.00

POTENTIAL OFFICE

ROOSEVELT STREET

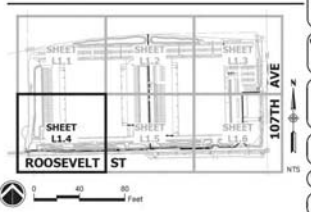
PLANTING DATA TABLE

LANDSCAPE DATA	SQ. FT.	ACRES	% COVER	NOTES
SITE AREA (NET)	2,935,742	67.42		
LANDSCAPE AREA	768,175	18.17	26.19% of total site area	
REMAINING LANDSCAPE AREA, NOT INCLUDING STREET SETBACKS, NORTH AND WEST BUFFERS AND TREESING ISLANDS	543,939			
MIN. LANDSCAPE AREA ALLOWED IS EQUAL OR GREATER THAN 10% OF GROUND FLOOR AREA OR 30% OF SITE AREA, WHICHEVER IS GREATER	293,575			
USE VEGETATIVE COVERAGE OF TREES, SHRUBS, ACCENT PLANTS AND GROUND COVER PLANTS	352,087			
MINIMUM PLANTING DATA: ARTICLE 12 - LANDSCAPE, WALLS & FENCES Code of Ordinances Avondale, AZ				
(Municipal Library)				
PLANTS	MIN. PLANT SIZE	VEGETATIVE COVER REQUIRED	MIN. PLANTS PROVIDED	MIN. PLANTS PROVIDED
REQUIRED LANDSCAPE AREAS	24" (20" B&N)	333,136	1262	1262
Total Trees (Lines A-N)	5 Gal.	225,938	6,938	6,938
Total Ground Cover plants (Lines A-N)	3 Gal.	18,198	1,278	1,278

PLANTING LEGEND

Tree	Box Size	Qty.
Acacia salicina	36"	240
Willow Acacia	36"	172
Casahuate	36"	111
Eucalyptus microtheca	36"	152
Coastal	36"	171
Parthenocera x 'desert museum'	36"	21
Desert Museum Palo Verde	36"	5
Pinus torreyana	36"	93
Red Bush Pistache	36"	100
Populus tremuloides	36"	165
Cottonwood	24"	40
Pinus glandulosa	36"	1011
'Torreyana' Mesquite	36"	252
Ulmus parvifolia 'True Green'	36"	134
Evergreen Elm	12' Ht.	762
Washingtonia robusta	18' Ht.	913
Mexican Fan Palm	18' Ht.	377
Washingtonia robusta	18' Ht.	162
Mexican Fan Palm	18' Ht.	5
Enemoplia glabra 'Mingnew Gold'	5 gal.	119
Outback Sunrise Elm	5 gal.	410
Bougainvillea 'Barbara Kari'	5 gal.	573
Callistemon citrinus 'Little John'	5 gal.	1997
Bush Bottlebrush	5 gal.	13
Callistemon citrinus 'Little John'	5 gal.	73
Red Bird of Paradise	5 gal.	
Desmodium illinoense	5 gal.	
Hop Bush	5 gal.	
Enemoplia glabra	5 gal.	
Winter Blaze	5 gal.	
Enemoplia glabra 'B. Bells'	5 gal.	
Blue Bells	5 gal.	
Folia setacea	5 gal.	
Pinapple Queens	5 gal.	
Leucophyllum candidum	5 gal.	
Thunder Cloud	5 gal.	
Ruellia peruviana	5 gal.	
Blue Ruella	5 gal.	
Sinningia speciosa	5 gal.	
Jaspe	5 gal.	
Alcea satenensis	5 gal.	
Alcea	5 gal.	
Medicinal Aloe	5 gal.	
Blue Grass	5 gal.	
Muhlenbergia rigens	5 gal.	
Deer Grass	5 gal.	
Pennisetum setaceum 'Rubrum'	5 gal.	
Purple Fountain Grass	5 gal.	
Phoenix Date Palm	5 gal.	
Yucca rigida	5 gal.	
Blue Yucca	5 gal.	
Ground Covers	5 gal.	
Acacia redolens 'Desert Carpet'	5 gal.	
Prostrata Acacia	5 gal.	
Carex macrocarpa 'Gm. Carpet'	5 gal.	
Natal Plum	5 gal.	
Ground Moring Glory	5 gal.	
Lantana camera 'New Gold'	5 gal.	
New Gold Lantana	5 gal.	
Wedelia trilobata	5 gal.	
Yellow Dot	5 gal.	
Decomposed Granite		
Color: Rich Pink Rose		
Size: 1/2" Screened		
Thick: 2 inches		

KEY MAP



PLANTING PLAN

PROJECT COMFORT

NWC OF W. ROOSEVELT ST & N. 107TH AVE

AVONDALE, ARIZONA

DATE: 10/1/2023
DRAWN BY: J. L. L. L.
CHECKED BY: J. L. L. L.

SCALE: 1" = 40' (SEE SHEET L1.1)

PROJECT NAME: PROJECT COMFORT

DATE: 10/1/2023
SCALE: 1" = 40'

L1.4

THESE PLANS ARE
 NOT APPROVED FOR
 CONSTRUCTION
 WITHOUT AN
 APPROVED SIGNATURE
 FROM THE GOVERNING
 MUNICIPALITY.

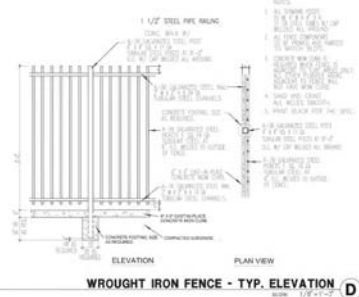
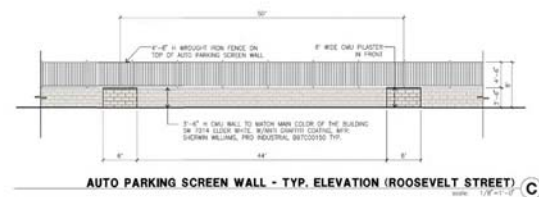
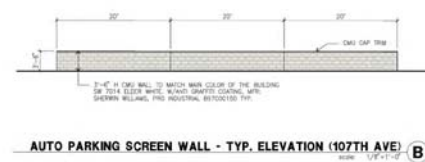
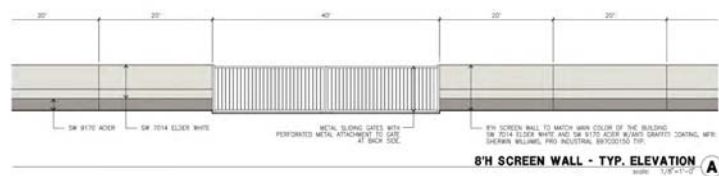
PROJECT NAME:
 PROJECT COMFORT

RE NO.: ASHL001
 SCALE: 1"=40'

SHEET:
 L1.6

[illegible]

- | | | | |
|----|---|----|--------------------|
| 1 | LIMIT OF WORK | 21 | MONUMENT SIGN |
| 2 | CONCRETE CURB (SEE CIVL PLAN) | 22 | DIRECTIONAL SIGN |
| 3 | CONCRETE SIDEWALK (SEE CIVL PLAN) | 23 | PYLON SIGN |
| 4 | DECOMPOSED GRANITE | 24 | FLAG POLE |
| 5 | FIRE HYDRANT | 25 | LIMIT OF 1/4" D.G. |
| 6 | UTILITY POLE (SEE ELECTRICAL PLAN) | 26 | BUS SHELTER |
| 7 | P.U.E. | | |
| 8 | ROW | | |
| 9 | RIGHT-ONE TRIANGLE (PER CITY STANDARDS) | | |
| 10 | RETENTION BASIN | | |
| 11 | PAVEMENT (ASPHALT) | | |
| 12 | RIP-RAAP DRAINAGE | | |
| 13 | REFUSE ENCLOSURE | | |
| 14 | TRANSFORMER | | |
| 15 | CONCRETE PATH | | |
| 16 | TOP OF SCREEN WALL (3'-6" HIGH) | | |
| 17 | TILT UP SCREEN WALL (8" HIGH) | | |
| 18 | STEEL GATE (8" HIGH) | | |
| 19 | TUBE STEEL FENCE (8" HIGH) | | |
| 20 | PARKING SPACE (3'-0" CMU & 4'-6" FENCE) | | |



ELEVATIONS SHOWN
ARE FROM HPA, INC
ARCHITECTS.



MANUFACTURER: PARK WAREHOUSE
MODEL: SKU 766 BE 100-519
COLOR: GREEN

BENCH



MANUFACTURER: PARK WAREHOUSE
MODEL: SKU 422 PT 100-1
COLOR: GREEN

PICNIC TABLE



MANUFACTURER: PARK WAREHOUSE
MODEL: SKU 766 TR 100-80
COLOR: GREEN

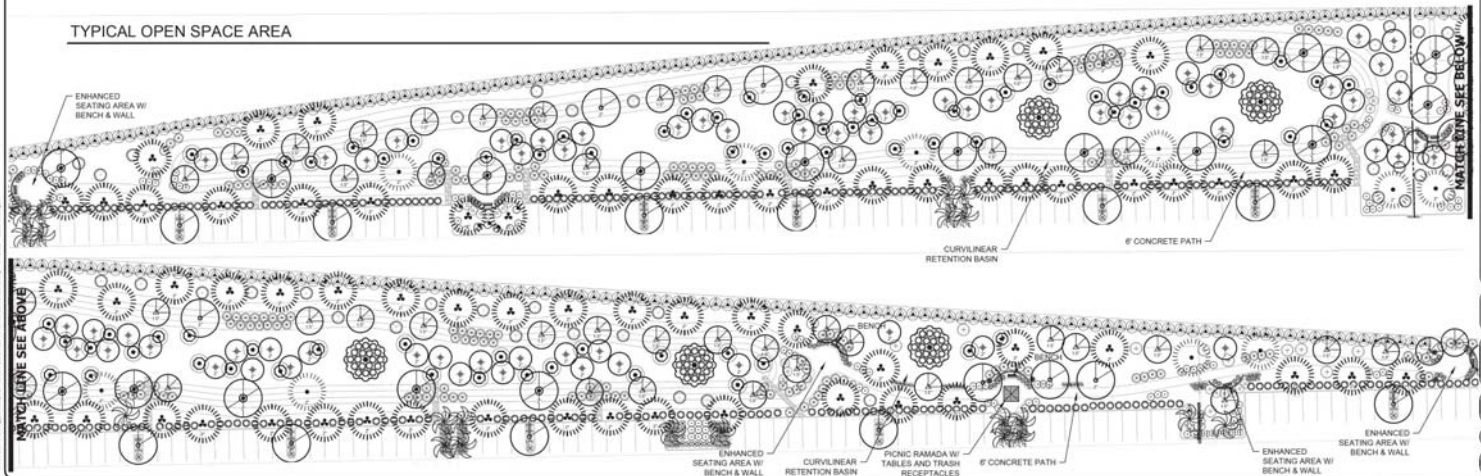
TRASH RECEPTACLE

MANUFACTURER: AMERICANA
SIZE: 10' X 10' SQUARE (ALGONGUIN)
COLOR: 265 HUNTER GREEN



RAMADA

TYPICAL OPEN SPACE AREA



NO.	DATE	REVISION
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DESIGN BY: HUNTER ENGINEERING
DRAWN BY: J. L. HUNTER
CHECKED BY: J. L. HUNTER

HUNTER ENGINEERING
CIVIL AND SURVEY
1000 NORTH PARK AVENUE
SUITE 100
SCOTTSDALE, AZ 85258
P: 480.991.3888
F: 480.991.3888



OPEN SPACE AMENITIES
PROJECT: COMFORT
NWC OF W. ROOSEVELT ST & N. 107TH AVE
AVONDALE, ARIZONA

DATE: 01/15/2021
ARIZONA
J. L. HUNTER
REGISTERED PROFESSIONAL ENGINEER
NO. 12345
EXPIRATION: 12/31/2023

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT THE APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY

PROJECT NAME: COMFORT

REVISION: ASH/001
SCALE: 1/8\"/>

L5.3

MONTHLY WEATHER												
MONTH	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT	OCT	NOV	DEC.
PRECIPITATION	32	38	41	30	35	30	30	30	31	31	30	31
						DRY			WET			
				SPRING		SUMMER	WET	WET	WET			FALL/WINTER
				Universal		Equinox	Summer	Summer	Autumnal			Season
SEASON	WINTER			SPRING		WET	WET	WET				
	3,710	3,710	3,710	3,710	3,710	3,710	3,710	3,710	3,710	3,710	3,710	3,710
TEMPERATURE	73.24mm	73.24mm	73.24mm	63.00mm	53.00mm	43.00mm	32.00mm	22.00mm	12.00mm	03.00mm	03.00mm	03.00mm
	53.00mm	53.00mm	53.00mm	43.00mm	32.00mm	22.00mm	12.00mm	03.00mm	03.00mm	03.00mm	03.00mm	03.00mm
WIND	22	22	22	22	22	22	22	22	22	22	22	22
WIND DIRECTION												
AVERAGE WINDSPEED (MPH)	0.91	0.92	0.93	0.91	0.91	0.92	0.95	1.0	0.94	0.98	0.93	0.92

PLANT THEME:

THE PREFERRED LANDSCAPE DESIGN ALONG HIGH RISE, WATER, PARKING AREAS AND NARROW LANDSCAPE AREAS, WILL BE FORMAL, THIS IS CONSISTENT WITH LOCAL NEIGHBORHOOD STREETSCAPE GUIDELINES BEING INSTALLED IN THE RESIDENTIAL NEIGHBORHOOD TO THE SOUTH. THE LANDSCAPE DESIGN IN STORMWATER RETENTION BASINS, HOWEVER, WILL BE URBAN AND INFORMAL.

VEHICULAR ENTRIES AND STREET FRONTS WILL PROVIDE A FORMAL, ENTRY DESIGN SEQUENCE INCLUDING THE USE OF "SOLDIER ROWS" OF TREES ALONG WITH FORMAL MASSING OF SHUBS AND GROUNDCOVERS. THE PROJECT WILL MATCH THE CITY OF AUSTIN'S STREET TREE MASTER PLAN (STREET ALONG 30TH AVENUE AND ROCKWELL STREET). THE STAMP IDENTIFIES THOSE TREES MOST DESIRABLE AND FAVORABLE TREES AS PRIMARY AND SECONDARY TREES. A NARROW GROUND TREE PALETTE WILL BE PROVIDED, HOWEVER, AS PRESENTED BY AVAILABLE, ADDITIONAL STREET TREE SPECIES INCLUDE: BIRCH, OAKS, WALNUT ACACIAS AND TREES (BROWN TREES), MAJESTIC SHUBS WILL FURTHER SUGGEST PERMITTER

PLANT TYPE	SCIENTIFIC PLANT NAME	COMMON PLANT NAME	OUTFLOW (GPM)	TYPE (S/S)	EMITS (S/S)	# OF OPENINGS	TOTAL FLOW (GPM)	FLOW COMMENTS
TREES	<i>Acacia salicina</i>	Willow Acacia	2	M	2	4	18	Single trunk, dense canopy
	<i>Casearia glauca</i> 'Smother'	Casearia Smother	2	M	2	4	18	Multi-trunk, dense canopy
	<i>Casearia glauca</i>	Casearia	2	M	2	4	18	Single trunk, dense canopy
	Perennially hairy 'Desert Museum'	Desert Museum	2	M	2	4	18	Multi-trunk, dense canopy
	False Heliotropis	Algaes Pine	2	M	2	4	18	Single-trunk, dense canopy
	Goatsuck 'Red Fish'	Red Fish Rustace	2	M	2	4	18	Single-trunk, dense canopy
	Popular 'Mountain' 'Neward'	Mountain Neward	2	M	4	6	48	Single-trunk, dense canopy
	Prostrate 'Artemisia' 'Tornal'	Tornal	2	M	2	4	18	Single-trunk, dense canopy
	Prostrate 'The Green'	Green Pine	2	M	2	4	18	Single-trunk, dense canopy
	SHRUBS	<i>Phoenix melioris</i>	Palm Date Palm	2	M	2	2	4
Washingtonia		California Palm	2	M	2	2	4	Visually straight, 1 direction
<i>Baccharis & Broom</i>		Stem Iron	1	S/M	1	2	2	Half growth, per AHA Std
<i>Baccharis & Broom</i> 'Thornier'		Thornier Bark Bark Broomgrass	1	S/M	1	2	2	Half growth, per AHA Std
<i>Baccharis & Broom</i>		Broom Iron of Broom	1	S/M	1	2	2	Half growth, per AHA Std
<i>Callitriche (small Little)</i> 'hail'		Little Iron Broomgrass	1	S/M	1	2	2	Half growth, per AHA Std
<i>Indorene</i> 'small'		Small Iron	1	S/M	1	2	2	Half growth, per AHA Std
<i>Emmenanthe hyperbore</i> 'hail'		Small Iron	1	S/M	1	2	2	Half growth, per AHA Std
<i>Fragaria</i> 'small'		Small Iron	1	S/M	1	2	2	Half growth, per AHA Std
<i>Leucanthemum canadense</i> 'Thunder'		Thunder Cloud	1	S/M	1	2	2	Half growth, per AHA Std
ANNUALS PERENNIALS (GROUND COVERS)	<i>Ruellia perennans</i>	Ruellia Ruellia	1	S/M	1	2	2	Half growth, per AHA Std
	<i>Acacia salicina</i> 'Desert Caper'	Prostrate Acacia 'Desert Caper'	1	S/M	1	1	1	Half growth, per AHA Std
GRASSES	<i>Baccharis & Broom</i>	Thornier	1	S/M	1	1	1	Half growth, per AHA Std
	<i>Casearia glauca</i> 'Smother'	Casearia	1	S/M	1	1	1	Half growth, per AHA Std
	<i>Casearia glauca</i>	Casearia	1	S/M	1	1	1	Half growth, per AHA Std
	<i>Leucanthemum canadense</i> 'New Gold'	New Gold 'Antonia'	1	S/M	1	1	1	Half growth, per AHA Std
ALDS	<i>Multi-trunk grass</i>	Desert Grass	1	S/M	1	1	1	Half height, all sides
	<i>Alba barbadensis</i>	Medicinal Aloe	1	S	1	1	1	Smooth, no damage, yellow flowers
TULCALS	<i>Ruellia</i>	Blue Ruellia	1	S	1	1	1	Smooth, no damage
	<i>Ruellia</i>	Blue Ruellia	1	S	1	1	1	Smooth, no damage

PER CITY OF HAVANA ZONING ORDINANCE SECTION 22.02, ALL LANDSCAPING WILL BE IN ACCORDANCE WITH A PERMANENT AUTOMATIC IRRIGATION SYSTEM DESIGNED IN COMPLIANCE WITH THE MINIMUM STANDARDS FOR LANDSCAPE IRRIGATION AS FURNISHED BY THE ARIZONA CHAPTER OF THE AMERICAN SOCIETY OF IRRIGATION ENGINEERS (ASPIRE) AND THE IRRIGATION DESIGN HANDBOOK, 4TH EDITION, ACCORDING TO CITY STANDARD DETAILS. ALL IRRIGATION SYSTEMS AND LANDSCAPE AREAS WILL BE CONSTRUCTED TO BE MAINTAINED AS TO PREVENT WATER CONSUMPTION AND PREVENT WATER OVERFLOW OR SEEPAGE.

THE FULLY AUTOMATIC IRRIGATION SYSTEM WILL IRRIGATE TREES, SHRUBS AND GRASS/COVER PLANTING AREAS. SINGLE OUTLET DRAIN EMITTERS WILL IRRIGATE SHRUBS AND GRASS/COVERS IN SLOTTED CLOTHES.

ISOLATION VALVES PERMIT THE ISOLATION OF PIPE SECTIONS THROUGHOUT THE SYSTEM FOR REPAIRS OR MAINTENANCE, QUICK COUPLING VALVES WILL BE PROVIDED THROUGHOUT THE SITE FOR ACCESSIBILITY.

A TWO-WAY IRRIGATION SYSTEM WILL BE INSTALLED TO ALLOW FOR THE ADDITION OF VALVES AS NEEDED DURING THE LIFE CYCLE OF THE PROJECT. THE IRRIGATION CONTROL SELECTION CAN BE CONTROLLED OVER THE INTERNET, AND CONNECTED ONLINE TO LOCAL WEATHER STATION DATA TO AUTOMATICALLY ADJUST IRRIGATION SCHEDULES BASED ON WEATHER DATA.

THE IRRIGATION WATER METER AND BACKFLOW PREVENTER WILL BE INSTALLED ON THE NORTH SIDE OF ROYCEVIEW ROAD APPROX. 250' WEST OF 102ND AVE. PER CIVIL CONCEPT PLAN AND A LOOPEE

LANDSCAPE DATA		SQ FT	ACRES	% COVER	NOTES
	[SITE AREA (NET)]	2,901,744	67.48		
	[FUTURE RETAIL PADS]	131,598			
	TOTAL BUILDING AREA (GROSS) [HSDS]	1,044,336	24.21	35.2%	of total site area (33% net per ZOS)
	MINIMUM LANDSCAPE AREAS NOT INCLUDING STREET SETBACKS, NORTH AND WEST BUFFERS AND PARKING PLACES	704,173	16.17	23.98%	of total site area
	MIN. LANDSCAPE AREA ALLOWED IN EQUIM OR GREATER THAN 15% OF GROUND FLOOR AREA FOR EACH SITE AREA, WHICHEVER IS GREATER	563,338			
	PARKING LOT [ISLANDS] 1 per lot status (per SEC 11-12-40)	1,497			1.62 PER LANE
	ROOSEVELT STREET SETBACK (MIN.)	284			Not incl. driveways
	20TH AVENUE SETBACK (MIN.)	1,943			Not incl. driveways
	ROOSEVELT STREET RIGHT OF WAY	1,876			Not incl. driveways
	20TH AVENUE RIGHT OF WAY	1,050			Not incl. driveways
	NORTH BUFFER	2,545			Minus S&B area that crosses over the property line
	WEST BUFFER	835			
	USE VEGETATIVE COVERAGE OF TREES, SHRUBS, ACCENT PLANTS AND GRASSING COVER PLANTS	85,087			
	MINIMUM PLANTING DATES, JANUARY 21 THROUGH MAY 15 (ECHO & TRENDS)'s Code of Ordinances § 16-06(a), AZ § Municipal Utility				
PLANTS	MIN. PLANT SIZE(S)	VEGETATIVE MIN. COVER REQUIRED	MIN. REQ'D PER AC.	PLANTS PROVIDED	
Roosevelt Street setback 3,000 ft (adjacent way) 3 ft max x 10' min reduction (5)	24"/36" Bm	34,424	205	100%	100%
(N1) Trees/Plants	5 Gal	35,570	1,000	1,000	100%
(N2) Shrubs & accent plants	5 Gal	9,336	430	430	430
(N3) Ground cover Plants		74,132			
20th Avenue setback Linkway (16,400 ft) 3 ft max x 10' min reduction	24"/36" Bm	16,407	52	53	53
(N1) Trees/Plants	5 Gal	17,243	529	529	529
(N2) Shrubs & accent plants	5 Gal	3,985	135	135	135
(N3) Ground cover Plants		84,748			
Vegetation Cover Equim or Greater than 15% of Ground Floor Area 15,600 ft 3 ft max x 10' min reduction	24"/36" Bm	23,676	75	76	76
(N1) Trees/Plants	5 Gal	24,862	764	764	764
(N2) Shrubs & accent plants	5 Gal	941	98	98	98
(N3) Ground cover Plants		49,458			
20th Avenue Right of Way Setback (16,400 ft) 3 ft max x 10' min reduction	24"/36" Bm	11,932	38	38	38
(N1) Trees/Plants	5 Gal	12,454	380	380	380
(N2) Shrubs & accent plants	5 Gal	2,245	80	80	80
(N3) Ground cover Plants		24,862			

ARZONAS11
 THESE PLANTS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY
 PROJECT NAME: PROJECT COMFORT
 HE NO.: ASHL001
 SCALE: N.T.S.
 SHEET:
 L5.4

EXHIBIT F



ROOSEVELT ST - LOOKING NORTHEAST
BLDG 1 & 2



INTERSTATE 10 - LOOKING SOUTHEAST
BLDG 1 & 2



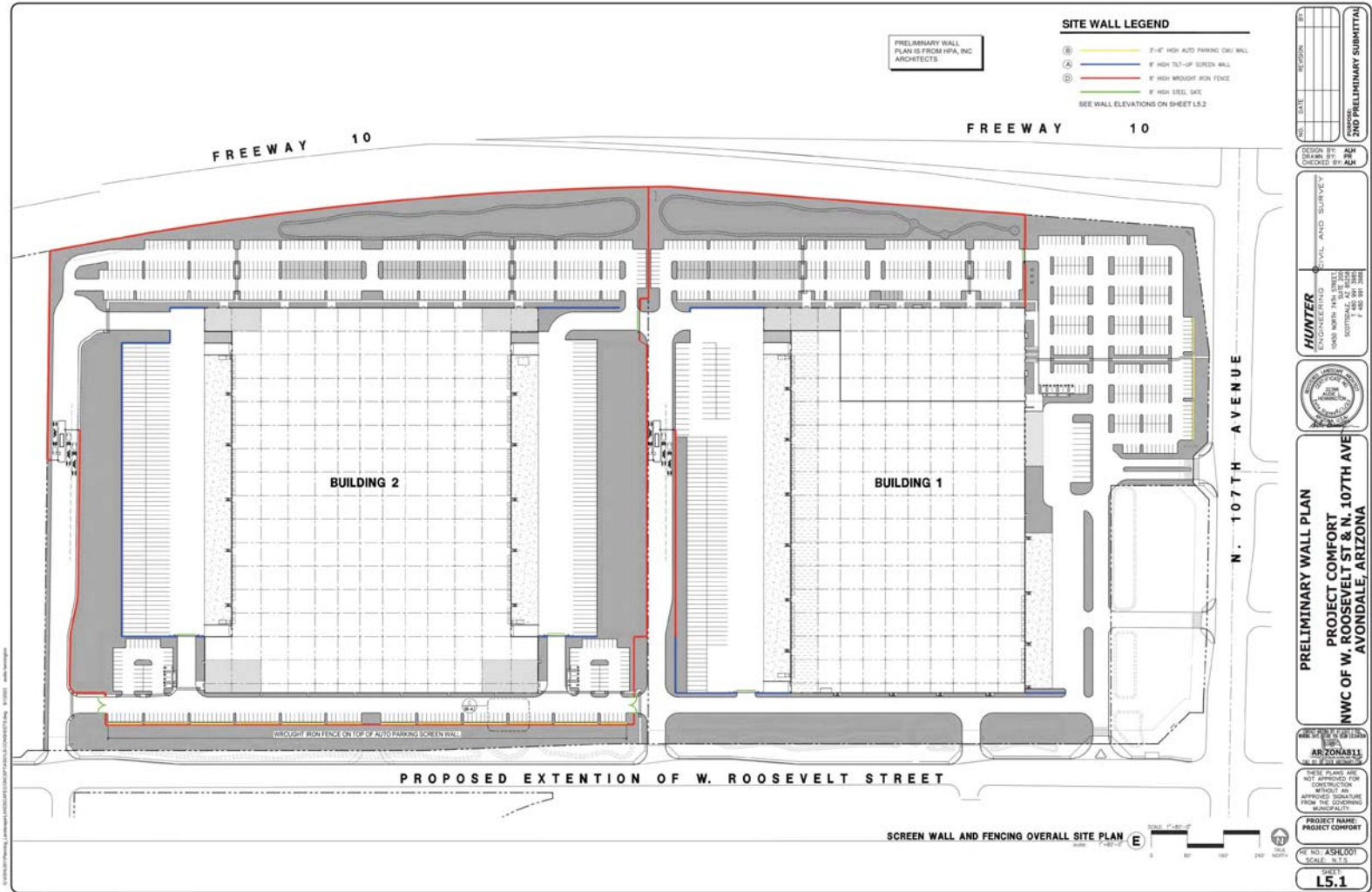


ROOSEVELT ST - LOOKING NORTHWEST
BLDG 1



INTERSTATE 10 - LOOKING SOUTHWEST
BLDG 1 & 2

EXHIBIT G



PROJECT COMFORT

Neighborhood Meeting Summary

Case No. PL-21-0141 and -0140

Submitted: February 27, 2023



A. Date, Time, and Location of the Meeting

The required neighborhood meeting for Case Nos. PL-21-0141 and -0140 was held on Tuesday, February 21 at 6:00 PM. Due to the COVID-19 pandemic and city requirements for neighborhood meetings, the meeting was a virtual meeting that was hosted via the Zoom platform.

The neighborhood meeting notification was noticed in accordance with the City's Ordinance Requirements. The applicant completed the legal newspaper advertisement with a publishing in the February 1, 2023 edition of the Southwest Valley Republic newspaper. Additionally, the applicant posted a public notice sign by February 1, 2023 and mailed written notification to applicable parties on February 6, 2023. The affidavits are enclosed as **Tab A**.

B. Number of Participants

The applicant, along with the project development team, and City of Avondale Planning representatives attended the virtual neighborhood meeting. Vice Mayor Pineda and Councilmember Malone attended the meeting, as did one (1) member of the general public.

C. Summary of Presentation, Questions and Applicant Responses

The applicant commenced the neighborhood meeting by providing an overview of the application requests. The applicant provided a description of the surrounding area context, existing land use designations, and specifics regarding the proposed project. The applicant also shared the proposed elevations, site plan and economic data, as well as an outline of processing and the current status of the project. The applicant then offered an opportunity for questions and comments. Below is a summary of questions asked and the applicant-provided responses:

1. Employment data and nature of operations

The development team confirmed that an economic study is being updated and the final report will be provided to council members. Additionally, it was advised that the proposed development would be the first Ashley's one-stop-shop in Arizona; it would serve as a feeder for other Arizona locations. In terms of manufacturing uses, it was discussed that additional operational information could be provided in terms of hours of business and more, once that information is finalized.

2. Queuing

Queuing for the customer pick-up area was discussed. The applicant discussed how Ashley's would review their other sites to confirm functionality of the proposed configuration. It was also shared that Ashley's has an employee who coordinates customer pick-ups, including orchestrating on-site vehicles.

3. Traffic

There was a general question about truck traffic from the Park 10 property owner across the freeway. The applicant advised that the traffic report is being finalized and could be shared once complete. It was also discussed that deceleration lanes would be provided.

D. Summary

The feedback received regarding the proposed project was positive, with all attendees noting support for the proposed development. No major issues were raised. The applicant will continue to be available to discuss the proposal with interested parties throughout the process.

TAB A

**AFFIDAVIT- NOTIFICATION OF
NEIGHBORHOOD MEETING**

Date: 2/7/23

Case Number: PL-21-0140 & PL-21-0141 Project Name: Project Comfort
Project Location/Address: SWC I-10 and 107th Ave

In order to assist in providing adequate notice to interested parties, the applicant for any case requiring a public hearing in the City of Avondale must do the following **no less than 15 calendar days** prior to the **Neighborhood Meeting**:

1. **Newspaper:** Publish a legal ad a minimum of 1/8th page in the Wednesday edition of the Southwest Valley Arizona Republic giving notice of the date, time, and place of the scheduled Neighborhood meeting, as well as describe the nature of the request as contained on the formal zoning application.

The tear sheet for this notification is to be submitted with this affidavit.

2. **Sign:** Erect one sign per street frontage giving notice of the date, time, and place of the scheduled hearings, as well as describe the nature of the request as contained on the formal zoning application. Such notice shall be clearly legible and placed at a prominent location on the site – generally adjacent and perpendicular to the public right-of-way. The size and format of the sign shall meet requirements established by Planning Division Staff. It shall be the responsibility of the applicant to erect and maintain the sign on the subject property, and to maintain the hearing information on the sign until final disposition of the case.

A date stamped photo of the sign placement is to be submitted with this affidavit.

3. **Mailing:** Obtain the names and addresses of property owners within 1,000 feet of the site boundaries from the Maricopa County Assessor's Office, <http://www.maricopa.gov/assessor/gis/map.html> or from a title company using the last declared record of owner and mail notices to all property owners within this radius, giving notice of the date, time, and place of the scheduled Neighborhood meeting, as well as describing the nature of the request as contained on the formal zoning application.

A digital file (in Excel .xlsx format) named Property Ownership List that contains the Assessor's Parcel Number (APN), property owner names, and addresses (each in a separate column), as well as a parcel map showing the subject property and all parcels within 1,000 feet of the project boundaries according to the County Assessor's Office or Title Company, and a copy of the mailed notice is to be submitted with this affidavit.

I, Stephanie Watney certify that I am the authorized applicant to the City of Avondale for the above application, and do hereby affirm the following:

1. The legal ad has been prepared and published in the Southwest Valley Arizona Republic Newspaper as required by the Public Participation packet prepared by Planning Division Staff for the case noted above and the tear sheet for this notice has also been submitted.
2. The sign has been prepared and posted as required by the Public Participation packet prepared by Planning Division Staff for the case noted above and a date stamped picture of the site posting has also been submitted.
3. The property ownership list, parcel map, and mailed notice have been prepared and distributed as required by the Public Participation packet prepared by Planning Division Staff for the case noted above and submitted as a part of this affidavit. The Property ownership list accurately reflects the ownership of property within 1,000 feet of the above property boundaries, according to the Maricopa County Assessor records on 2 / 6 / 2023.


Applicant/Representative Signature

2/7/23

Date

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010
<https://www.avondaleaz.gov/government/departments/development-engineering-services>

Avondale

Aspiring. Achieving. Accelerating.

STATE OF Arizona)

County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 7 day of February 2023

Elizabeth McMillan
Notary Public

My Commission Expires:

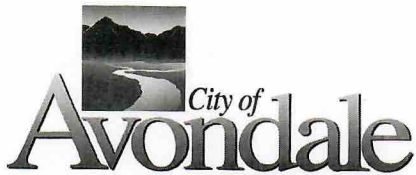
April 11, 2023



Return completed and notarized affidavit to the Planner assigned to the case. Failure to provide affidavit and all supporting documents shall result in a continuance of the case.

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010
<https://www.avondaleaz.gov/government/departments/development-engineering-services>



AFFIDAVIT OF POSTING
(General Plan Amendment, Rezoning,
Conditional Use Permit, Major PAD amendment)

Case No: PL-21-0141& (GPA) (PL-21-0140).

Project Name: _____

Project Location: NWC 107th Ave & Roosevelt St.

Date Sign Posted: 02/01/23

In order to assist in providing adequate notice to interested parties, the applicant for any type of public hearing in the City of Avondale shall erect one sign per street frontage giving notice of the date, time, and place of the scheduled hearings. These signs must be erected not less than 15 calendar days before the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of the sign shall meet requirements established by the Development Services Department. A photo of the sign placement to be submitted with this affidavit.

Such notice shall be clearly legible and placed at a prominent location on the site – generally adjacent and perpendicular to the public right-of-way. It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

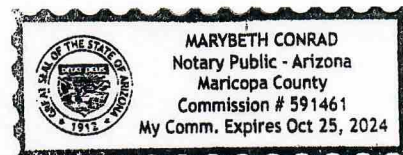
I confirm that the site has been posted as required above for the case noted above. A picture of the site posting and photos of any subsequent changes/updates made to the sign have also been submitted.

Marybeth Conrad
Applicant/Representative Signature

2/1/23
Date

STATE OF Arizona)
County of Maricopa)

SS



The foregoing instrument was acknowledged before me on 02/01/23.

Marybeth Conrad
Notary Public

My Commission Expires:
10-25-24

**Return completed and notarized affidavit and all relevant photos to the
Development Services Department.**

Development 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

Notice of Public Hearing City of Avondale REZONE AND MINOR GENERAL PLAN AMENDMENT

PURSUANT TO ARIZONA REVISED STATUTES SECTIONS 9-462.04 et seq., NOTICE IS HEREBY GIVEN that the Planning Commission and City Council will be holding separate public hearings at the dates and times set forth below, in the place specified below, at which times and place all interested persons will have an opportunity to appear and be heard in relation to the following request(s):

Request: Rezone (PL-21-0141) and Minor General Plan Amendment (GPA) (PL-21-0140).

Location: Northwest corner of Roosevelt Street and 107th Avenue.

Zoning Change: Avondale Gateway Planned Area Development (PAD) to a new PAD – Project Comfort PAD to allow for a proposed office/industrial/retail campus development on approximately 75.7 acres.

General Plan Land Use Change: High Intensity Office, Mixed Use, and Freeway Commercial to Business Park on approximately 65.7 acres.

You are welcome to attend the following meetings/public hearings to learn more about the request and/or share your opinions:

Neighborhood Meeting

Date: February 21, 2023

Time: 6:00 PM

Zoom teleconference only
Zoom Meeting ID: 852 3438 4207

Passcode: 603722

Dial in: +1 719 359 4580

Web Link: [https://us02web.zoom.us/j/85234384207?](https://us02web.zoom.us/j/85234384207?pwd=emExNVhQVjJCeWpZNmhJL01uSTNIQT09)

[pwd=emExNVhQVjJCeWpZNmhJL01uSTNIQT09](https://us02web.zoom.us/j/85234384207?pwd=emExNVhQVjJCeWpZNmhJL01uSTNIQT09)

Planning Commission

Date: TBD

Time: 6:00 PM

Location: Avondale City Hall
Council Chambers
11465 W. Civic Center Drive
Avondale, Arizona 85323

City Council

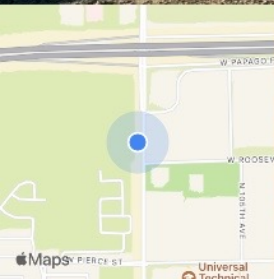
Date: TBD

Time: 6:00 PM

Location: Avondale City Hall
Council Chambers
11465 W. Civic Center Drive
Avondale, Arizona 85323

City of Avondale contact: Michelle Simerda (602) 333-4022

Applicant contact: Adam Baugh (602) 230-0600



Feb 01, 2023 08:30AM
916-1030 N 107th Ave
Maricopa County

Notice of Public Hearing City of Avondale

REZONE AND MINOR GENERAL PLAN AMENDMENT

PURSUANT TO ARIZONA REVISED STATUTES SECTIONS 9-462.04 et seq., NOTICE IS HEREBY GIVEN that the Planning Commission and City Council will be holding separate public hearings at the dates and times set forth below, in the place specified below, at which times and place all interested persons will have an opportunity to appear and be heard in relation to the following request(s):

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General Plan Land Use Change: High Intensity Office, Mixed Use, and Freeway Commercial to Business Park on approximately 65.7 acres.

You are welcome to attend the following meetings/public hearings to learn more about the request and/or share your opinions:

Neighborhood Meeting
Date: February 21, 2023
Time: 6:00 PM

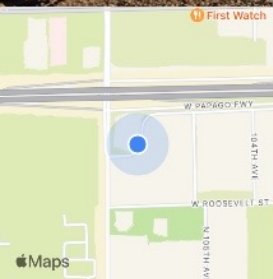
Zoom teleconference only
Zoom Meeting ID: 852 3438 4207
Passcode: 603722
Dial in: +1 719 359 4580
Web Link: <https://us02web.zoom.us/j/85234384207?pwd=emExNWhQVjJCeWpZNMhJL01uSTNIQT09>

Planning Commission
Date: TBD
Time: 6:00 PM
Location: Avondale City Hall
Council Chambers
11465 W. Civic Center Drive
Avondale, Arizona 85323

City Council
Date: TBD
Time: 6:00 PM
Location: Avondale City Hall
Council Chambers
11465 W. Civic Center Drive
Avondale, Arizona 85323

City of Avondale contact: Michelle Simerdia (623) 333-4022

Applicant contact: Adam Baugh (602) 230-0600



Feb 01, 2023 08:29AM
916-1030 N 107th Ave
Maricopa County



February 6, 2023

Re: Notice of Neighborhood Meeting for the Property Located at the Southwest Corner of the I-10 Freeway and 107th Avenue, Avondale, Arizona (Case Nos. PL-21-0140 & PL-21-0141)

Dear Property Owner or Registered Neighborhood Association Representative:

The purpose of this letter is to inform you that a virtual neighborhood meeting is scheduled to review and solicit public input regarding a General Plan amendment and rezoning request for the approximately 75.7-acre property located at the southwest corner of the I-10 Freeway and 107th Avenue. This meeting will provide an opportunity for interested parties to learn about the proposed development planned for the Property.

As background, the Property is currently zoned Avondale Gateway Center Planned Area Development ("PAD"), which contemplates a multi-user employment park with commercial land uses at the Property. That said, the new development plan continues to provide employment and commercial uses and will also include some manufacturing uses as well. Because of the project is being designed for a single tenant campus, it is necessary to revisit the zoning for the Property to address the specific needs of the user. Accordingly, requests have been filed with the City of Avondale to (i) rezone the Property to a new Planned Area Development to allow for a proposed retail/office/manufacturing development on approximately 75.7 acres; and (ii) amend the General Plan Land Use Map designation for a portion of the Property from Freeway Commercial/High Intensity Office/Mixed Use to Business Park.

These requests are proposed to facilitate development of the Property as an approximately 1.05 million square foot campus which will include a mix of uses including retail, office, call center, warehouse and distribution, and manufacturing uses, with future C-3 commercial retail pads. The proposed development is designed as an attractive, high-quality development that will include quality architecture and private open spaces. In addition to the requested PAD rezoning, a concurrent Minor General Plan Amendment is being requested to amend the General Plan Land Use Map designation for a portion of the Property from Freeway Commercial/High Intensity Office/Mixed Use to Business Park, which supports large campus developments with abundant employment opportunities. A conceptual site plan and project rendering are included as enclosures with this letter.

The virtual neighborhood meeting is scheduled as follows:

Virtual Neighborhood Meeting

Date: Tuesday, Feb. 21st, 2023
Time: 6:00 P.M.
Place: Zoom teleconference only
Meeting ID: 852 3438 4207
Passcode: 603722
Dial In: +1 719 359 4580
Web Link:

<https://us02web.zoom.us/j/85234384207?pwd=emExNVhQVjJCeWpZNmhJL01uSTNIQT09>

Please feel free to contact me via e-mail at adam@witheymorris.com or by telephone at (602) 230-0600 should you have any questions or concerns regarding this proposal. You may also contact Michelle Simerdla, Senior Planner, with the City of Avondale via e-mail at msimerdla@avondaleaz.gov or by telephone at (623) 333-4022.

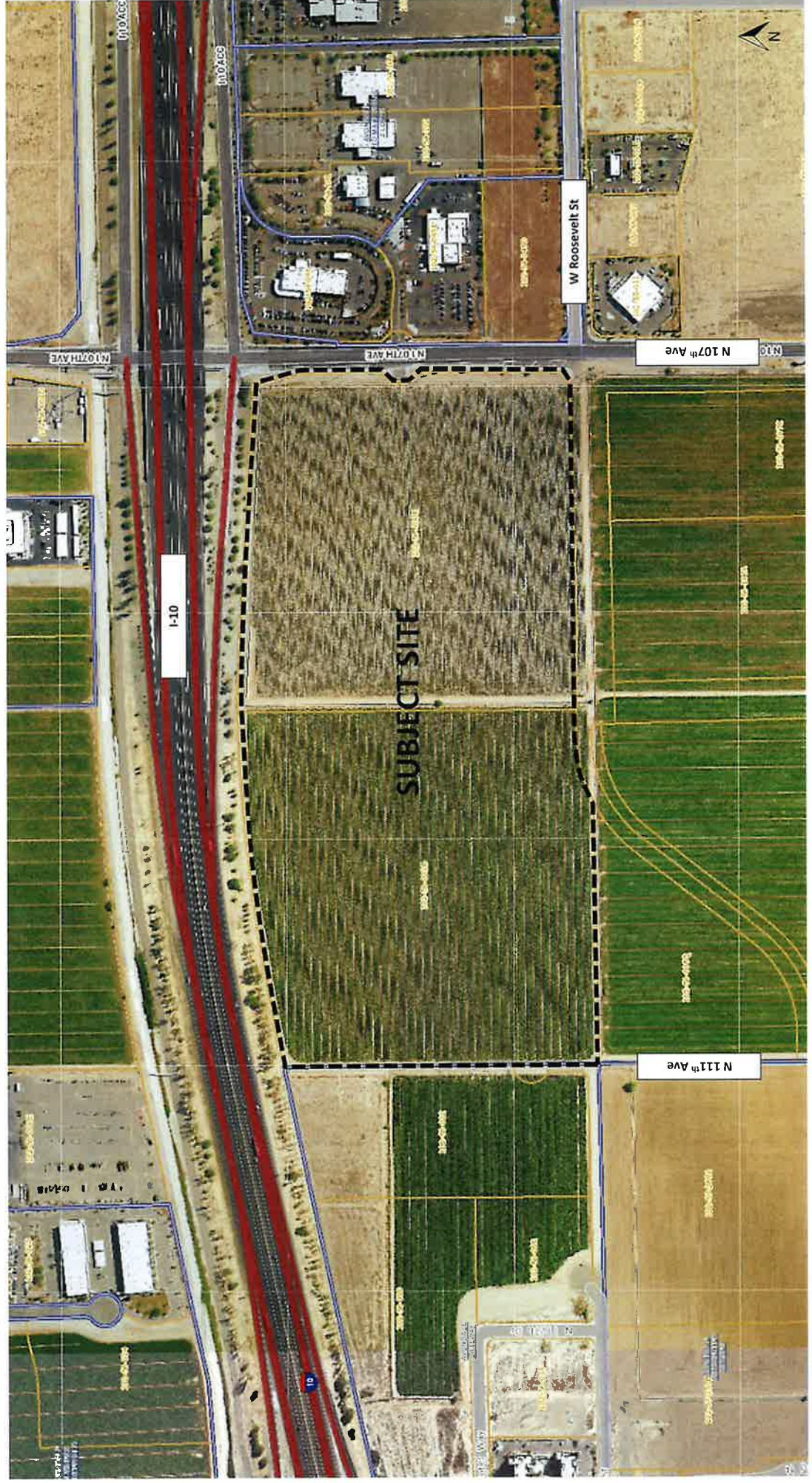
Thank you for your courtesy and consideration.

Sincerely,
WITHEY MORRIS P.L.C.

By 
G. Adam Baugh

Enclosures

Exhibit A - Site Aerial





hpa, inc.
8831 bardeen avenue s.e.
#100 burke, va
22012
tel: 959-863-1770
mail: hpa@hpahts.com

OWNER
ASHLEY
FURNITURE
INDUSTRIES, LLC



OWNER'S REPRESENTATIVE

Project: ASHLEY PROJECT COMFORT

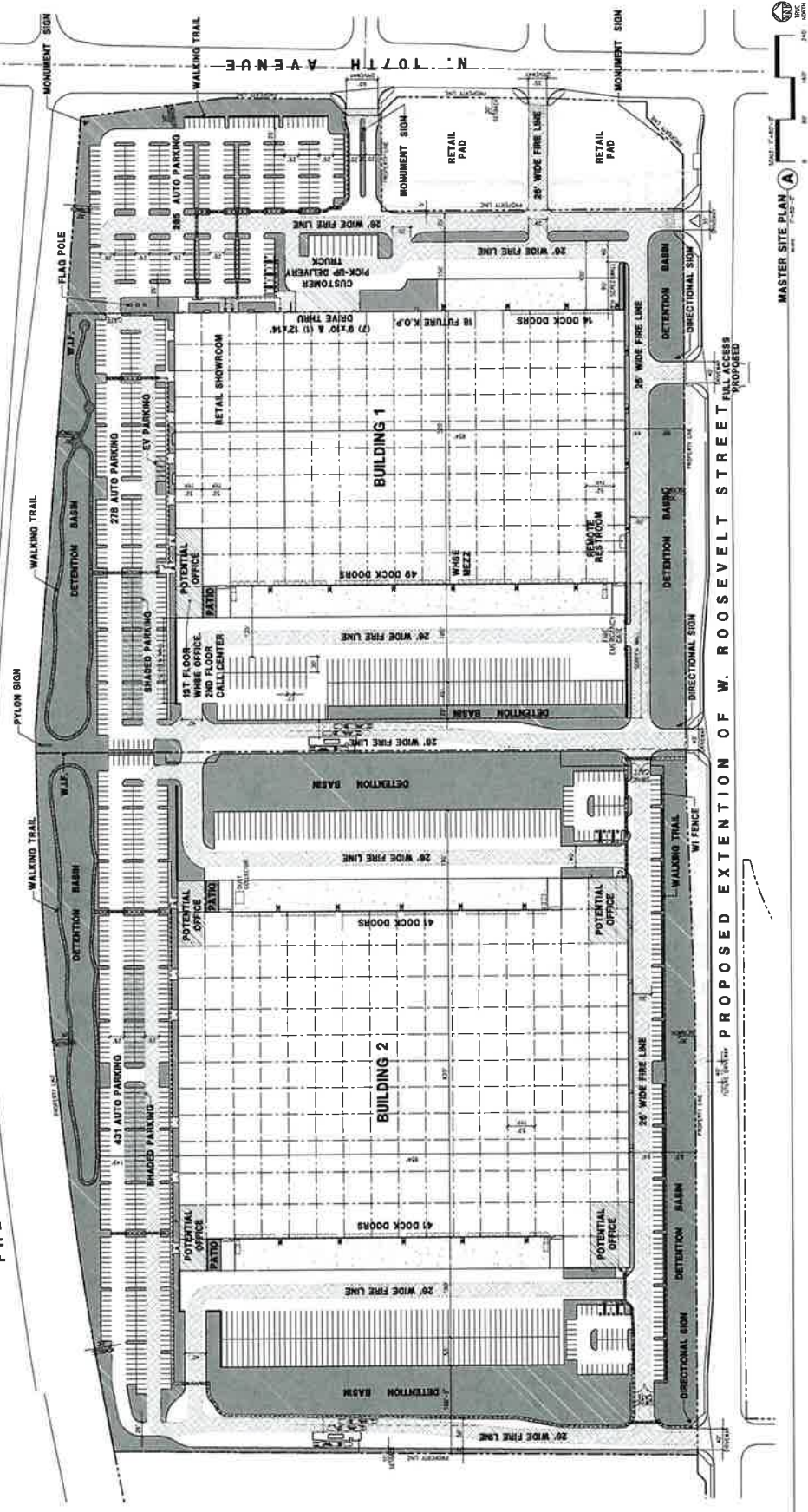
AVONDALE, AZ

Consultants:

UNION CITY, N.J.

Project Number	20294
Drawn by	ML
Date	10/07/2022
Revision:	

Shao: DAB-A1.0



PROJECT DATA

[illegible]

VICINITY MAP



PROJECT INFORMATION

[illegible]

Code Analysis

AALTO GREGORY

ACUFF JASON PAUL

AKOS MOB II LLC

ALDERSON THOMAS M/SHEILA A

ANDRADE ALICIA/SERGIO MARTIN

ARREOLA EDITH DANA/MORENO RAUL
BARAJAS

ASHLEY FURNITURE INDUSTRIES LLC

AVONDALE (2010) HOLDINGS LLLP

AVONDALE IRF LLC

AYALA JONATHAN ANTHONY

BENDER ADAM RAY/MADISON JANE

CABANILLA CINDY

CALHOUN FAMILY TRUST

CHAIRUNGRID WATOO/JADE

CURIEL-MACHAIN ADOLFO

DIANNE NEWTON LIVING TRUST

DOC-10815 WEST MCDOWELL ROAD
MOB LLC

DOUSTEN MOISES EFREN PRECIADO/PRECIADO
VANESSA/VENEGAS CHANTAL CAROLINA

EARNHARDT PROPERTIES LIMITED
PARTNERSHIP

EMF AVONDALE LLC

EP REALTY AZ LLC

F E R PROPERTIES

F E R PROPERTIES/ROSZTOCZY ROBERT
A TR

FABIANO RICARDO SILVA/VALARETTO
LYGIA CRISTINA

FIRYAGO EUGENE
VLADIMIROVICH/IRINA LEONIDOVNA

GONZALEZ ELIZABETH

GUNBO LLC

GUTIERREZ CAROLINA

HENNIKA TAMMY LYNN

HINZMAN ALICIA

HORNE 660 LLC

HUGHES DESIREE JOI/STEARNS
ANTHONY RYAN

JIC AVONDALE LLC

KINZER JASON/SARAH

KUEY THOMAS/ANDREW T

LEACKFELDT GENEVIEVE/OWEN FRYE

LITTLETON SCHOOL DISTRICT NO 65

MACY JUSTIN R/SUSAN E

MALGE PRANJALI

MANIQUIS LUCILLE ELAINE A

MARTINEZ JIBRAN GILBERTO/ESPINOZA
CECILIA SALGADO

MATTAMY ARIZONA LLC

MCNEIL VINCENT/KRISTIE MARIE

MILLER JOSHUA JAMES/BRITTNEY

MMPE III AVONDALE AZ LLC

MONREAL JUAN EARL

MONTOYA BRIAN

MUHAMMAD PATINA

NDUWIMANA CHRISTIAN/NIMENYA
JUNELLE

OKORE FRANCIS

PHOENIX AVONDALE ANUSA LLC

PIERRE-GATEWOOD BRIANNE/COLE
TYLER SAMUEL

PINGREE 2000 REAL ESTATE HOLDINGS
LLC

PROGRESS RESIDENTIAL BORROWER 5
LLC

QUINONES MONTOYA
JOANNA/FIERROS ANGELICA IRENE

RAMIREZ-ZEPEDA RUBEN

REDAJA DIANA LYNN
MENDOZA/LOREMER MARTIN CUEVA

RODRIGUEZ RANDOLPH
ABLAO/CAMILLE LOUISE

ROOSEVELT PARK HOMEOWNERS
ASSOCIATION

ROTH ANTHONY D/PALMESANO KELLI
M

RV RETAILER SOUTHWEST REAL ESTATE
LLC

S R P A I & P D

SALAZAR PROPERTY MANAGEMENT LLC

SALAZAR PROPERTY MANAGEMENT LLC

SALGADO SERGIO LOPEZ/LOPEZ
GERARDO IVAN BUENROSTRO

SANSING JEFFREY ETHAN/CINDY EDITH

SANTIAGO YIMI GARCIA

SARTAIN MADISON ALORAH/KING
JANSEN REED

SCOTT VIRGIL A/JOANNE E

SIANEZ VIDAL F JR

SIMPSON BOBBIE MARIE/DALRYMPLE
DOUGLAS PAUL

STEAD FAMILY PVHCMF CHARITABLE
REMAINDER UNITRUST

STOLL KRISTEN KATHLLEN/JEREMY LEE

T3T HOLDINGS LLC

THOMAS MERCY/SAMUEL

THR PHOENIX LP

TREND HOMES INC

VALDEZ AND ASSOCIATES LLC

VANLANDINGHAM JANINE LEE/FITCH
LUKE JOSEPH

VILLAGE AT THE BLVD LLC

WATERFORD SQUARE HOMEOWNERS
ASSOCIATION

WINFIELD WILLIE L/TERESA M

ZATARAIN ENYA

Ashley Furniture

COMPREHENSIVE SIGN PLAN

3rd Submittal: September 20, 2023
2nd Submittal: July 27, 2023
1st Submittal: May 2, 2023



Ashley Furniture

COMPREHENSIVE SIGN PLAN

The applicant is requesting to rezone (Case No. PL-21-0141) the approximately 75.730-acre property located at the southwest corner of the I-10 and 107th Avenue (the “Property”) (**See Exhibit A, Aerial Map**) from Planned Area Development to a new Planned Area Development to establish site-specific permitted uses, as well as development standards, design and signage criteria for a new integrated, high-quality office/industrial/retail/warehouse development and future commercial pads. The proposed development will support the expansion needs of an international company specializing with uses that include manufacturing, employment, warehouse, and retail sales of targeted bulk consumer goods. To further the vision of the 107th Avenue corridor, this PAD also proposes independent retail pad(s) opportunities adjacent to 107th Avenue for future commercial development.

The proposed development (the “Project”) includes: (i) an approximately 503,491 square foot single tenant building with a mix of retail, office, call center, and warehouse and distribution uses (“Building 1”); (ii) an approximately 551,039 square foot building with manufacturing, warehouse and distribution and office uses (“Building 2”); and (iii) independent commercial pad(s) (the “Future Commercial Phase”) located at the southeast corner of the Property. Concurrent with the rezoning efforts, the applicant requests a Comprehensive Sign Plan and Freeway Pylon Signage Exception, as detailed herein.

A. Comprehensive Sign Plan

The proposed project has extensive frontage on both the I-10 and Roosevelt Street. The length of these combined frontages, together with the need to provide effective visibility and building identification for site visitors, warrants commensurate signage for a project of this scale. Therefore, signage for the Project shall comply with the enclosed Comprehensive Sign Plan (**Exhibit E**), and as modified by the development standards below. Additionally, a Freeway Pylon Sign Exception (“FSPE”) is requested pursuant to Ordinance Section 28-203(D)(6)(f) to allow for an electronic message display for on-site advertising. The electronic message display will include static displays.

Requested Sign Code Deviations		
	Sign Code	PAD Amendment
Max Sign Area	250 sf per sign	Sign A1: 824 sf Sign A2: 824 sf Sign G: 820 sf

The purpose of the enhanced square foot area for these three signs is related to the massing of the building relative to the freeway frontage. Signs A1, A2 and G are strategically placed for freeway visibility because they are the primary project identification signs. Given the speed of vehicular traffic on the freeway, and the distance of the building from the freeway, it is imperative to have signage that is visible at a longer travel distance for safe maneuvering and freeway egress. The other remaining signs are much smaller in size and do not need any deviations because they are not key identification signs.

A 65-foot digital freeway pylon sign is proposed as part of the overall sign package. To determine the necessary height of the pylon sign, a flag test was conducted to evaluate adequate visibility. The flag test measures visibility at various distances towards the proposed pylon sign location which helps evaluate the minimum height necessary. The distances were measured at 1500-feet, 900-feet, and 350-feet on the eastbound lanes and 2100-feet, 900-feet, and 200-feet on the westbound lanes of the I-10 freeway. A copy of the flag test is included at Exhibit E.

The proposed freeway pylon sign meets the criteria outlined in the Avondale Zoning Ordinance Section 28-203.d.6 and requests a Freeway Pylon Sign Exception (FPSE) to allow an electronic message display due to its exceptional design and the promotion of this key user.

B. Freeway Pylon Signage Exception Narrative

The proposed Ashley Furniture development has extensive frontage along the I-10. Given the length of this frontage, together with the need to provide effective visibility and identification for site visitors, a Freeway Pylon Sign is proposed, with electronic message display. Pursuant to Article 12 of the Avondale Zoning Ordinance, a Freeway Pylon Signage Exception is requested to allow the requested Freeway Pylon Signage with electronic display.

The specific proposal is for a 65-foot-tall digital freeway pylon sign as part of the overall sign package.

The proposed freeway pylon sign meets the criteria outlined in the Avondale Zoning Ordinance Section 28-203.d.6 and requests a Freeway Pylon Sign Exception (FPSE) to allow an electronic message display due to its exceptional design and the promotion of this key user.

- i. Sign Height, shall be no higher than is reasonably necessary for the sign copy to be visible from a vehicle approaching on the same side of a freeway from a distance sufficient to permit vehicles to safely exit the freeway, as determined after evaluation of the materials required by this article 9. In no instance shall any freeway pylon sign exceed one hundred ten (110) feet.*

To determine the necessary height of the pylon sign, a flag test was conducted to evaluate adequate visibility. The flag test measures visibility at various distances towards the proposed pylon sign location which helps evaluate the minimum height necessary. The distances were measured at 1500-feet, 900-feet, and 350-feet on the eastbound lanes and 2100-feet, 900-feet, and 200-feet on the westbound lanes of the I-10 freeway. A copy of the flag test is included herein.

- ii. Sign area, shall be no larger than is reasonably necessary for the sign copy to be visible from a vehicle approaching on the same side of a freeway from a distance sufficient to permit vehicles to safely exit the freeway, as determined after evaluation of the materials*

required by this article 9. In no instance shall the total sign area per sign face exceed one thousand four hundred (1,400) square feet.

The proposed sign area is reasonably sized at only approximately 720 square feet.

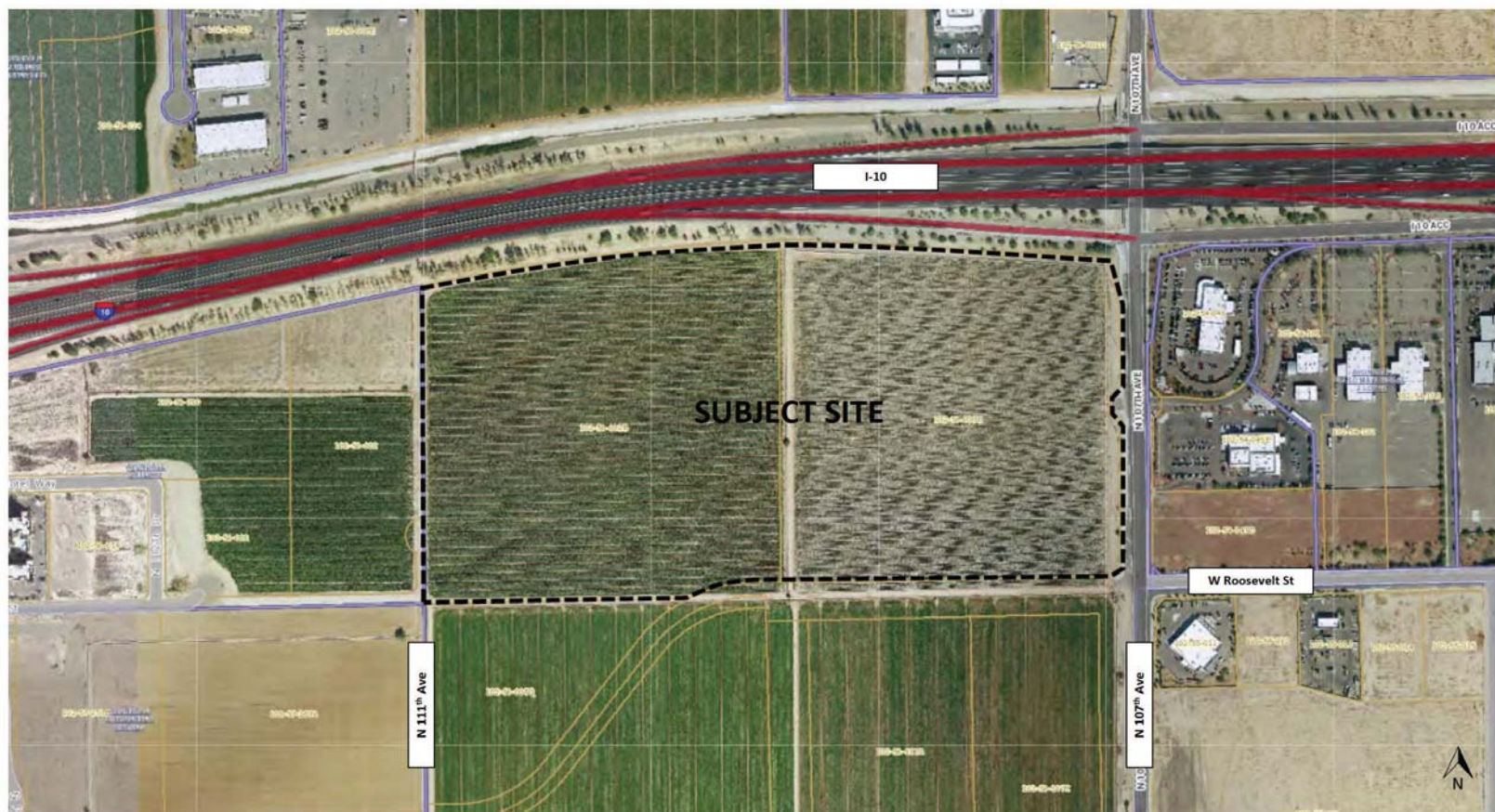
- iii. Sign width shall not be less than fifteen (15) feet or greater than fifty (50) feet.*

The sign width is approximately 24', which meets the dimensional width requirement.

- iv. Electronic message displays may be permitted, subject to such conditions and stipulations as required by the city council.*

The proposed sign will comply with the City's ordinance requirements.

Exhibit A - Site Aerial





ASHLEY

AVONDALE, AZ

S I G N P A C K A G E

09.18.2023

REQUISITE CHECKLIST

ALL REQUIREMENTS MUST BE MET BEFORE BEING RELEASED TO PRODUCTION



SURVEY



ALL VECTOR AND / OR HIGH RESOLUTION ART

*DATE CHECKED (Designer name): Joe Example 11.16.21

ART CONFIRMED BY



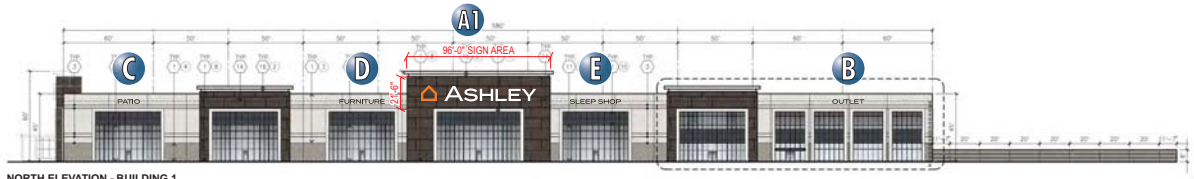
ALL PAINT / VINYL / PRINT COLORS (CMYK or PMS) /
ALL STONE, BRICK, VENEER, AND FINISHES

DESIGNER NOTES

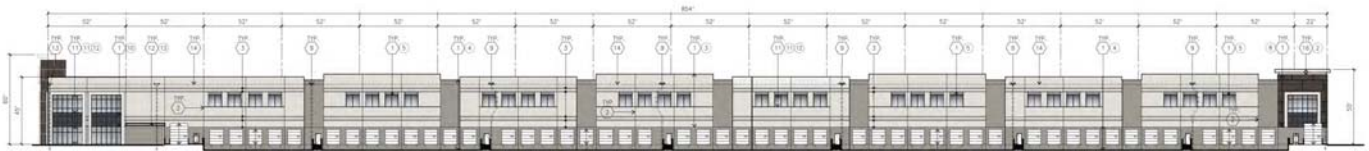
RED LINE OVER TITLE BLOCK ON DRAWING PAGES INDICATES DRAWING IS NOT READY FOR PRODUCTION - ALL TBD ITEMS MUST BE RESOLVED.

JONES SIGN
Your Vision Accomplished

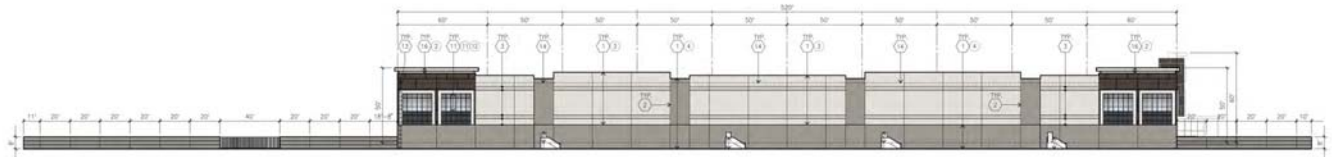




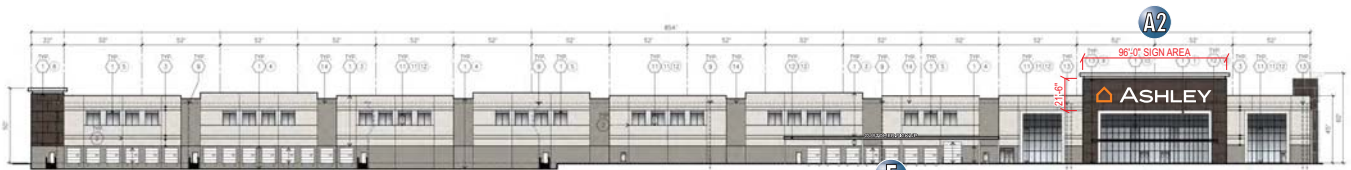
NORTH ELEVATION - BUILDING 1
SCALE: 1/64" = 1'-0"



WEST ELEVATION - BUILDING 1
SCALE: 1/64" = 1'-0"



SOUTH ELEVATION - BUILDING 1
SCALE: 1/64" = 1'-0"



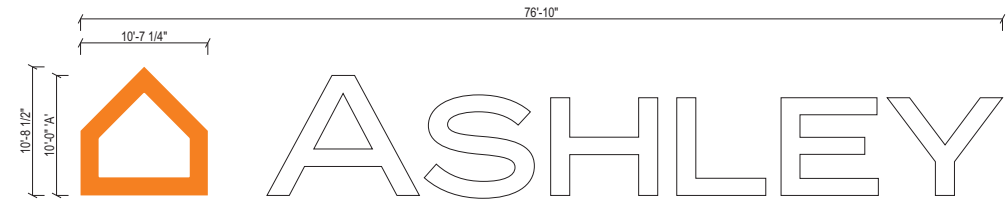
EAST ELEVATION - BUILDING 1
SCALE: 1/64" = 1'-0"

JONES SIGN Your Vision. Accomplished. WWW.JONESSIGN.COM	JOB #: 13274_R14	REV	DATE	BY	DESCRIPTION	CLIENT APPROVAL	DATE	ASHLEY	ASHLEY FURNITURE ROOSEVELT STREET & 107th AVENUE AVONDALE, AZ 85323	SHEET NUMBER 2.0
	DATE: 03.10.2021	11	04.07.23	JC	REMOVED PYLON SIGN OPTION					
	DESIGNER: J. CASTILLO	12	08.22.23	JC	REVISED SIGN DIMENSIONS					
	SALES REP: J. HADAYA	13	09.12.23	JC	ADDED MAXIMUM SIGN DIMENSION CALLOUT SIGN 'X' 'Y'					
	PROJ MGR:	14	09.18.23	JC	ADDED NEW BUILDING ELEVATIONS					
		15								
		16				LANDLORD APPROVAL	DATE			
		17								
		18								
		19								
	20									

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A NEW INTERNALLY-ILLUMINATED CHANNEL LOGO & LETTER DISPLAY (Qty 2)

SQUARE FOOTAGE: 823.07
MAXIMUM HEIGHT: 70% of 21'-6" SIGN AREA = 15'-0"
MAXIMUM WIDTH: 80% of 96'-0" SIGN AREA = 76'-10"



FRONT VIEW
SCALE: 1/8" = 1'-0"

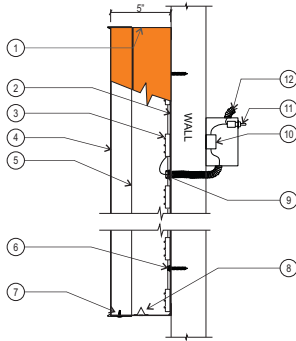


END VIEW
SCALE: 1/8" = 1'-0"

- COLORS/FINISHES**
- P-1 PTM 3M #3635-69 DURANODIC BRONZE
 - P-2 PMS 715C
 - V-1 3M ASHLEY ORANGE #3630-3375

- SPECIFICATIONS**
- .050" x 5" PRE-FINISHED ALUMINUM COIL (WHITE INSIDE) (SEAMS IN CORNERS OR TOP)
 - HOUSE LOGO: RETURNS PAINTED P-2
 - ASHLEY LETTERS: RETURNS PAINTED P-1
 - .063 ALUMINUM BACKS
 - WHITE LEDS TO MATCH 7000k 160° VIEWING ANGLE
 - HOUSE LOGO: .177 #2447 WHITE ACRYLIC SG w/ APPLIED VINYL OVERLAYS V-1
 - ASHLEY LETTERS: .177 #7228 WHITE ACRYLIC SG
 - HOUSE LOGO: 2" GEM TRIM PAINTED P-2
 - ASHLEY LETTERS: 2" WHITE GEM TRIM
 - CHEMICALLY BONDED TO FACES (SEAMS AT THE TOP)
 - MOUNTING HARDWARE TO SUIT FIELD CONDITIONS
 - #8 - 1/2" PAN HEAD SCREWS (NO MORE THAN 24" APART)
 - 1/4" DIA. WEEP HOLES w/ .063" DRAIN HOLE COVER (EXTERIOR APPLICATIONS ONLY)
 - 7/8" ELECTRICAL HOLE / 3/4" COUPLER w/ FLEXIBLE CONDUIT TO POWER SUPPLY BOX (IN MIDDLE OF LETTER UNLESS NOTED OTHERWISE)
 - LED POWER SUPPLY INSIDE POWER SUPPLY BOX
 - TOGGLE SWITCH MOUNTED TO POWER SUPPLY BOX
 - 15 FT. MINIMUM WHIP LENGTH

NOTES
- VERIFY EXACT POWER SUPPLY LOCATION PRIOR TO INSTALLATION



CROSS SECTION VIEW
SCALE: 1 1/2" = 1'-0"



SIMULATED NIGHT VIEW
NO SCALE

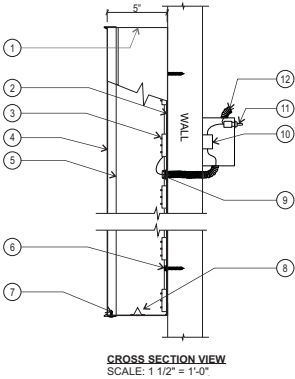
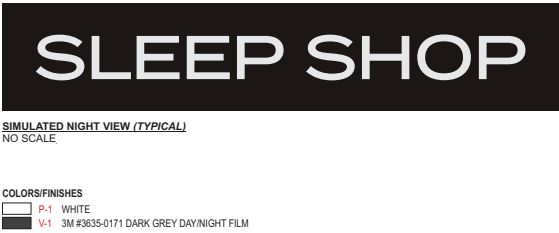
JONES SIGN Your Vision. Accomplished. WWW.JONESSIGN.COM	JOB #: 13274_R14	REV	DATE	BY	DESCRIPTION	CLIENT APPROVAL		DATE		ASHLEY FURNITURE	ROOSEVELT STREET & 107th AVENUE AVONDALE , AZ 85323	SHEET NUMBER 3.0
	DATE: 03.10.2021	11	04.07.23	JC	REMOVED PYLON SIGN OPTION							
	DESIGNER: J. CASTILLO	12	06.22.23	JC	REVISED SIGN DIMENSIONS							
	SALES REP: J. HADAYA	13	09.12.23	JC	ADDED MAXIMUM SIGN DIMENSION CALLOUT SIGN 'X' 'Y'	LANDLORD APPROVAL		DATE				
	PROJ MGR:	14	09.18.23	JC	ADDED NEW BUILDING ELEVATIONS							
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NEW INTERNALLY-ILLUMINATED CHANNEL LETTER DISPLAYS (Qty 1 of EA)



- SPECIFICATIONS**
- .040" x 5" PRE-FINISHED ALUMINUM COIL PAINTED **P-1** (WHITE INSIDE) (SEAMS IN CORNERS OR TOP)
 - ACM BACKS (LETTER LOCKED TO RETURNS)
 - WHITE LEDS TO MATCH 7000K 160° VIEWING ANGLE
 - .177 #2447 ACRYLIC SG w/ APPLIED VINYL OVERLAYS **V-1**
 - 1" SEM TRIM #3130 DURANODIC BRONZE CHEMICALLY BONDED TO FACES (SEAMS AT THE TOP)
 - MOUNTING HARDWARE TO SUIT FIELD CONDITIONS
 - #8 - 1/2" PAN HEAD SCREWS (NO MORE THAN 24" APART)
 - 1/4" DIA. WEEP HOLES w/ .063" DRAIN HOLE COVER (EXTERIOR APPLICATIONS ONLY)
 - 7/8" ELECTRICAL HOLE / 3/4" COUPLER w/ FLEXIBLE CONDUIT TO POWER SUPPLY BOX (IN MIDDLE OF LETTER UNLESS NOTED OTHERWISE)
 - LED POWER SUPPLY INSIDE INTERIOR RACEWAY. PTM INTERIOR WALL COLOR
 - TOGGLE SWITCH MOUNTED TO POWER SUPPLY BOX
 - 12' 15 FT. MINIMUM WHIP LENGTH
- NOTES**
- VERIFY EXACT POWER SUPPLY LOCATION PRIOR TO INSTALLATION



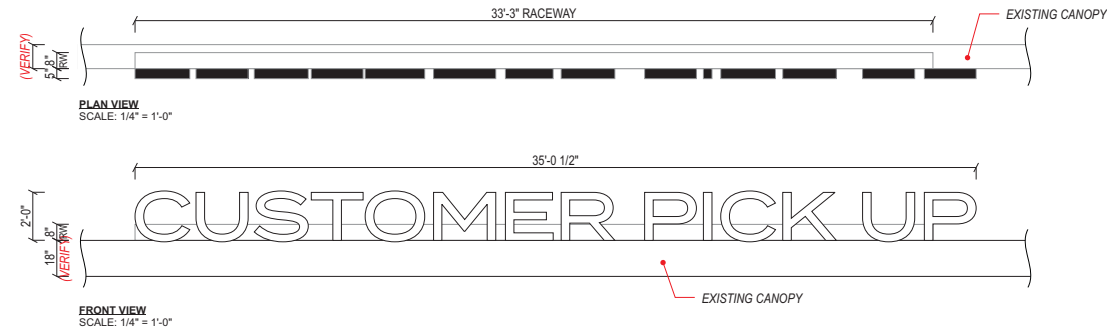
JONES SIGN Your Vision. Accomplished. WWW.JONESSIGN.COM	JOB # 13274_R14	REV	DATE	BY	DESCRIPTION	CLIENT APPROVAL	DATE	ASHLEY	ASHLEY FURNITURE	SHEET NUMBER
	DATE: 03.10.2021	11	04.07.23	JC	REMOVED PYLON SIGN OPTION				ROOSEVELT STREET & 107th AVENUE AVONDALE , AZ 85323	4.0
	DESIGNER: J. CASTILLO	12	08.22.23	JC	REVISED SIGN DIMENSIONS					
	SALES REP: J. HADAYA	13	09.12.23	JC	ADDED MAXIMUM SIGN DIMENSION CALLOUT SIGN 'X' 'Y'	LANDLORD APPROVAL	DATE			
	PROJ MGR:	14	09.18.23	JC	ADDED NEW BUILDING ELEVATIONS					
		15								
		16								
		17								
		18								
		19								
	20									

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F NEW INTERNALLY-ILLUMINATED PLEX CHANNEL LETTER DISPLAY (Qty 1)

SQUARE FOOTAGE: 70.09

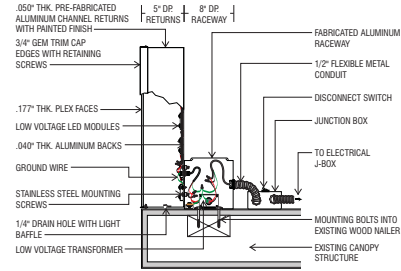
FIELD SURVEY REQUIRED



- SPECIFICATIONS**
- USE STANDARD ALUMINUM CONSTRUCTION w/ MATTHEWS SATIN ACRYLIC POLYURETHANE FINISH
 - FACES USE .177 THK 7328 WHITE ACRYLIC SG w/ 1" BLACK TRIMCAP
 - PAINT 5" DEEP ALUMINUM RETURNS **P-1**
 - ILLUMINATE w/ WHITE LEDS TO MATCH 7000K 160° VIEWING ANGLE
 - PAINT EXPOSED RACEWAY **P-2**

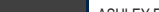
NOTES
- VERIFY EXACT POWER SUPPLY LOCATION PRIOR TO INSTALLATION

COLORS/FINISHES	
	P-1 BLACK
	P-2 PTM EXISTING CANOPY COLOR

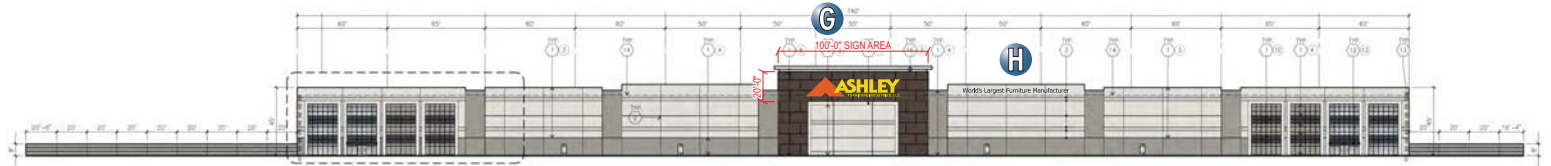


SECTION
SIGN TO BE UL APPROVED AND BEAR UL LABEL
**PLEX FACED CHANNEL LETTERS WITH LED ILLUMINATION
AND EXPOSED RACEWAY**

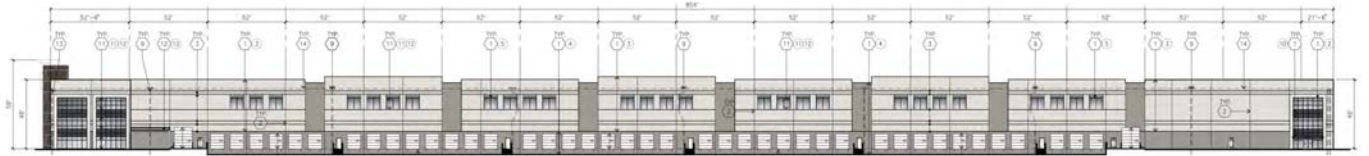
NOTE:
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

JONES SIGN Your Vision. Accomplished. WWW.JONESSIGN.COM	JOB #: 13274_R14	REV	DATE	BY	DESCRIPTION	CLIENT APPROVAL		DATE	 ASHLEY	ASHLEY FURNITURE	ROOSEVELT STREET & 107th AVENUE AVONDALE, AZ 85323	SHEET NUMBER
	DATE: 03.10.2021	11	04.07.23	JC	REMOVED PYLON SIGN OPTION					5.0		
	DESIGNER: J. CASTILLO	12	06.22.23	JC	REVISED SIGN DIMENSIONS							
	SALES REP: J. HADAYA	13	09.12.23	JC	ADDED MAXIMUM SIGN DIMENSION CALLOUT SIGN 16' 10"							
	PROJ MGR:	14	09.18.23	JC	ADDED NEW BUILDING ELEVATIONS							
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		16										
		17										
		18										
		19										
	20											
						LANDLORD APPROVAL		DATE				

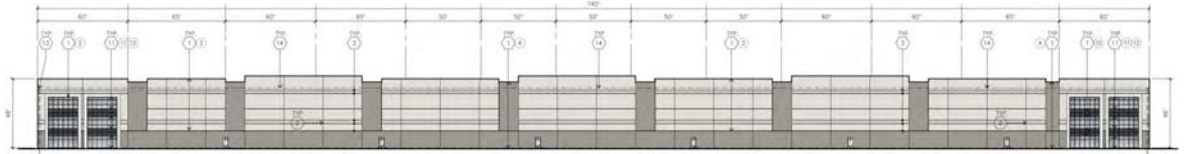
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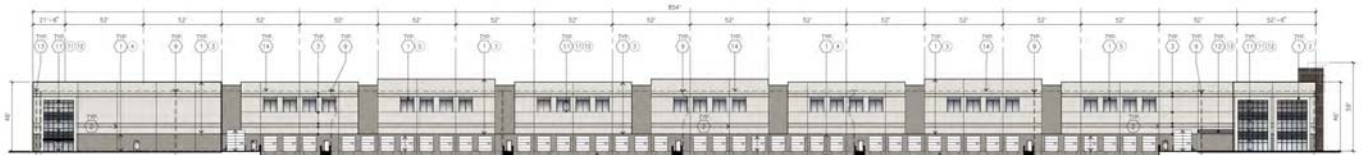
NORTH ELEVATION - BUILDING 2
SCALE: 1/64" = 1'-0"



WEST ELEVATION - BUILDING 2
SCALE: 1/64" = 1'-0"



SOUTH ELEVATION - BUILDING 2
SCALE: 1/64" = 1'-0"



EAST ELEVATION - BUILDING 2
SCALE: 1/64" = 1'-0"

JONES SIGN Your Vision. Accomplished. WWW.JONESSIGN.COM	JOB #: 13274_R14	REV	DATE	BY	DESCRIPTION	CLIENT APPROVAL	DATE		ASHLEY FURNITURE	SHEET NUMBER 6.0
	DATE: 03.10.2021	11	04.07.23	JC	REMOVED PYLON SIGN OPTION				ROOSEVELT STREET &	
	DESIGNER: J. CASTILLO	12	08.22.23	JC	REVISED SIGN DIMENSIONS				107th AVENUE	
	SALES REP: J. HADAYA	13	09.12.23	JC	ADDED MAXIMUM SIGN DIMENSION CALLOUT SIGN 'X' 'Y'				AVONDALE, AZ 85323	
	PROJ MGR:	14	09.12.23	JC	ADDED NEW BUILDING ELEVATIONS					
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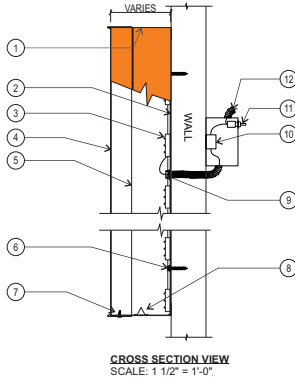
G NEW INTERNALLY-ILLUMINATED CHANNEL LOGO & LETTER DISPLAY (Qty 1)

SQUARE FOOTAGE: 819.13
MAXIMUM HEIGHT: 70% of 20'-0" SIGN AREA = 14'-0"
MAXIMUM WIDTH: 80% of 100'-0" SIGN AREA = 80'-0"



- COLORS/FINISHES**
- P-1 SW 6524 "COMMODORE BLUE"
 - P-2 PMS 715C
 - M-1 #2119 ORANGE LEXAN
 - M-2 #2037 YELLOW PLEX

- SPECIFICATIONS**
- .050" PRE-FINISHED ALUMINUM COIL (WHITE INSIDE) (SEAMS IN CORNERS OR TOP)
 - TRIANGLE LOGO:** RETURNS PAINTED P-2
 - "ASHLEY" & "FURNITURE INDUSTRIES, LLC" LETTERS:** RETURNS PAINTED P-1
 - .063 ALUMINUM BACKS
 - WHITE LEDS TO MATCH 7000k 160° VIEWING ANGLE
 - TRIANGLE LOGO:** #2119 ORANGE LEXAN FACES M-1
 - "ASHLEY" & "FURNITURE INDUSTRIES, LLC" LETTERS:** #2037 YELLOW PLEX FACES M-2
 - TRIANGLE LOGO:** 2" ALUMINUM RETAINERS PAINTED P-2
 - "ASHLEY" LETTERS:** 2" DARK BLUE GEM TRIM CHEMICALLY BONDED TO FACES (SEAMS AT THE TOP)
 - MOUNTING HARDWARE TO SUIT FIELD CONDITIONS
 - #8 - 1/2" PAN HEAD SCREWS (NO MORE THAN 24" APART)
 - 1/4" DIA. WEEP HOLES w/ .063" DRAIN HOLE COVER (EXTERIOR APPLICATIONS ONLY)
 - 7/8" ELECTRICAL HOLE / 3/4" COUPLER w/ FLEXIBLE CONDUIT TO POWER SUPPLY BOX (IN MIDDLE OF LETTER UNLESS NOTED OTHERWISE)
 - LED POWER SUPPLY INSIDE POWER SUPPLY BOX
 - TOGGLE SWITCH MOUNTED TO POWER SUPPLY BOX
 - 12' 15 FT. MINIMUM WHIP LENGTH
- NOTES**
- VERIFY EXACT POWER SUPPLY LOCATION PRIOR TO INSTALLATION

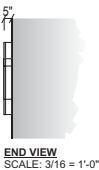


SIMULATED NIGHT VIEW
NO SCALE

JONES SIGN Your Vision. Accomplished. WWW.JONESSIGN.COM	JOB #: 13274_R14	<table><tr><th>REV</th><th>DATE</th><th>BY</th><th>DESCRIPTION</th></tr><tr><td>11</td><td>04.07.23</td><td>JC</td><td>REMOVED PYLON SIGN OPTION</td></tr><tr><td>12</td><td>06.22.23</td><td>JC</td><td>REVISED SIGN DIMENSIONS</td></tr><tr><td>13</td><td>09.12.23</td><td>JC</td><td>ADDED MAXIMUM SIGN DIMENSION CALLOUT SIGN 'X' 'Y'</td></tr><tr><td>14</td><td>09.18.23</td><td>JC</td><td>ADDED NEW BUILDING ELEVATIONS</td></tr><tr><td>15</td><td></td><td></td><td></td></tr><tr><td>16</td><td></td><td></td><td></td></tr><tr><td>17</td><td></td><td></td><td></td></tr><tr><td>18</td><td></td><td></td><td></td></tr><tr><td>19</td><td></td><td></td><td></td></tr><tr><td>20</td><td></td><td></td><td></td></tr></table>	REV	DATE	BY	DESCRIPTION	11	04.07.23	JC	REMOVED PYLON SIGN OPTION	12	06.22.23	JC	REVISED SIGN DIMENSIONS	13	09.12.23	JC	ADDED MAXIMUM SIGN DIMENSION CALLOUT SIGN 'X' 'Y'	14	09.18.23	JC	ADDED NEW BUILDING ELEVATIONS	15				16				17				18				19				20				<table><tr><td>CLIENT APPROVAL</td><td>DATE</td></tr><tr><td>LANDLORD APPROVAL</td><td>DATE</td></tr></table>	CLIENT APPROVAL	DATE	LANDLORD APPROVAL	DATE		ASHLEY FURNITURE	SHEET NUMBER
	REV	DATE	BY	DESCRIPTION																																																		
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DESIGNER: J. CASTILLO																																																						
SALES REP: J. HADAYA																																																						
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H NEW INTERNALLY-ILLUMINATED CHANNEL LETTER DISPLAY (Qty 1)
SQUARE FOOTAGE: 212.47

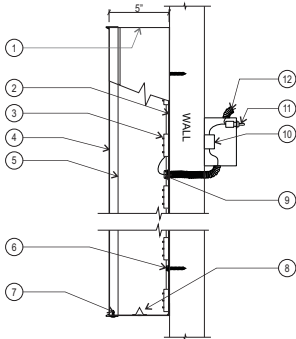


SIMULATED NIGHT VIEW
NO SCALE

- COLORS/FINISHES**
- P-1 WHITE
 - V-1 3M #3635-0171 DARK GREY DAY/NIGHT FILM

- SPECIFICATIONS**
- .040" x 5" PRE-FINISHED ALUMINUM COIL PAINTED P-1 (WHITE INSIDE)
(SEAMS IN CORNERS OR TOP)
 - ACM BACKS (LETTER LOCKED TO RETURNS)
 - WHITE LEDS TO MATCH 7000K 160° VIEWING ANGLE
 - .177 #2447 ACRYLIC SG w/ APPLIED VINYL OVERLAYS V-1
 - 1" SEM TRIM #3130 DURANODIC BRONZE CHEMICALLY BONDED TO FACES
(SEAMS AT THE TOP)
 - MOUNTING HARDWARE TO SUIT FIELD CONDITIONS
 - #8 - 1/2" PAN HEAD SCREWS (NO MORE THAN 24" APART)
 - 1/4" DIA. WEEP HOLES w/ .063" DRAIN HOLE COVER (EXTERIOR APPLICATIONS ONLY)
 - 7/8" ELECTRICAL HOLE / 3/4" COUPLER w/ FLEXIBLE CONDUIT TO POWER SUPPLY BOX
(IN MIDDLE OF LETTER UNLESS NOTED OTHERWISE)
 - LED POWER SUPPLY INSIDE INTERIOR RACEWAY. PTM INTERIOR WALL COLOR
 - TOGGLE SWITCH MOUNTED TO POWER SUPPLY BOX
 - 12' 15 FT. MINIMUM WHIP LENGTH

NOTES
- VERIFY EXACT POWER SUPPLY LOCATION PRIOR TO INSTALLATION



CROSS SECTION VIEW
SCALE: 1 1/2" = 1'-0"

JONES SIGN Your Vision. Accomplished. WWW.JONESSIGN.COM	JOB #: 13274_R14	REV	DATE	BY	DESCRIPTION	CLIENT APPROVAL		DATE	 ASHLEY	ASHLEY FURNITURE	SHEET NUMBER
	DATE: 03.10.2021	11	04.07.23	JC	REMOVED PYLON SIGN OPTION					ROOSEVELT STREET &	8.0
	DESIGNER: J. CASTILLO	12	06.22.23	JC	REVISED SIGN DIMENSIONS					107th AVENUE	
	SALES REP: J. HADAYA	13	09.12.23	JC	ADDED MAXIMUM SIGN DIMENSION CALLOUT SIGN 'X' 'Y'	LANDLORD APPROVAL		DATE		AVONDALE , AZ 85323	
	PROJ MGR:	14	09.18.23	JC	ADDED NEW BUILDING ELEVATIONS						
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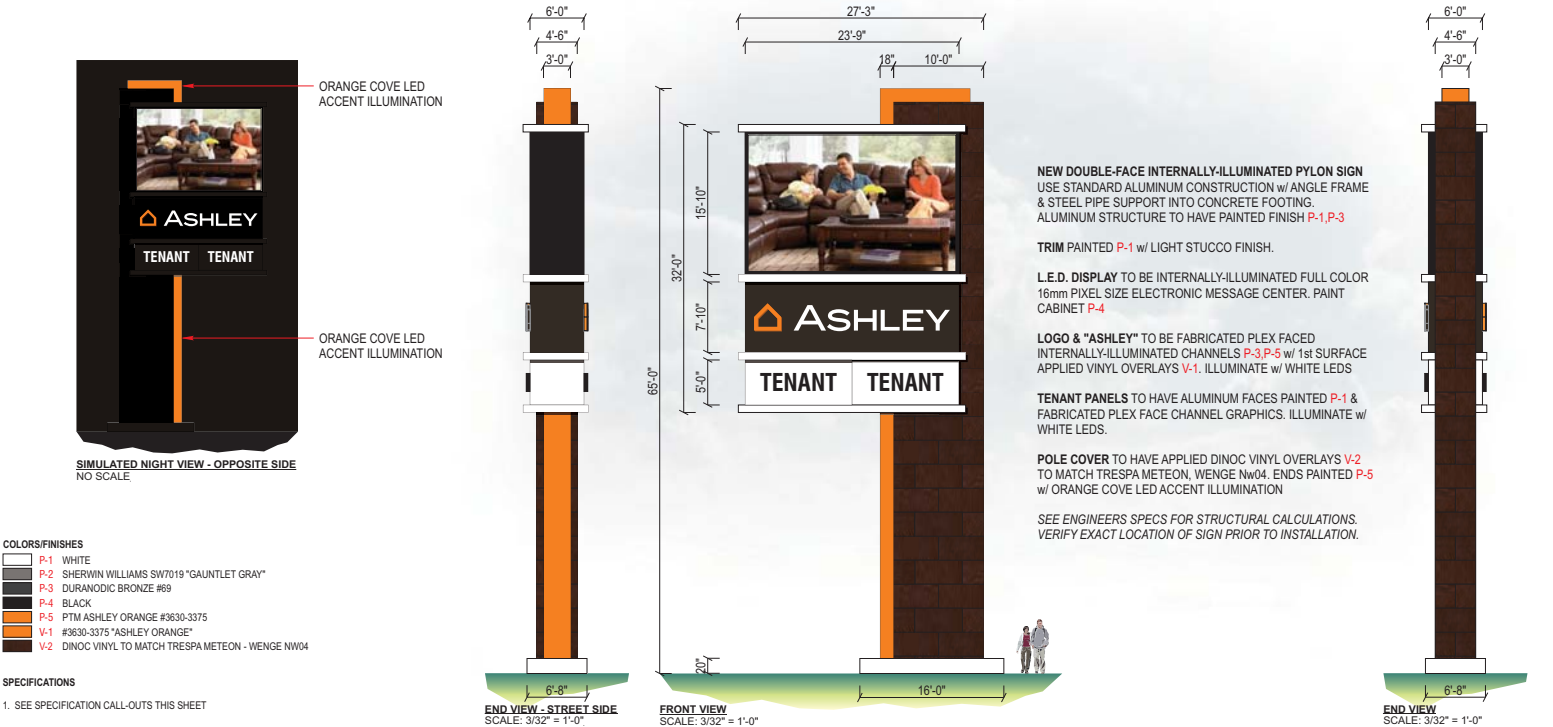
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NEW INTERNALLY-ILLUMINATED PYLON SIGN DISPLAY (Qty 1)

SQUARE FOOTAGE: 720.41

ENGINEERING REQUIRED

THE SIGN DISPLAY WILL MEET CITY'S OPERATIONAL REQUIREMENTS FOR DIGITAL SIGNS ESTABLISHED IN ZONING ORDINANCE SECTION 907.D. THESE REGULATIONS REQUIRE STATIC DISPLAYS WITH MESSAGES CHANGING NO MORE THAN EIGHT (8) SECONDS, BRIGHTNESS RESTRICTIONS, AND AUTOMATIC DIMMER REQUIREMENTS



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	DATE: 03.10.2021	11	04.07.23	JC	REMOVED PYLON SIGN OPTION					ROOSEVELT STREET &	9.0
	DESIGNER: J. CASTILLO	12	06.22.23	JC	REVISED SIGN DIMENSIONS					107th AVENUE	
	SALES REP: J. HADAYA	13	09.12.23	JC	ADDED MAXIMUM SIGN DIMENSION CALLOUT SIGN 'X' 'Y'	LANDLORD APPROVAL		DATE		AVONDALE, AZ 85323	
	PROJ MGR:	14	09.18.23	JC	ADDED NEW BUILDING ELEVATIONS						
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J NEW D/F INTERNALLY-ILLUMINATED MONUMENT SIGN (Qty 1)

SQUARE FOOTAGE: 90.0

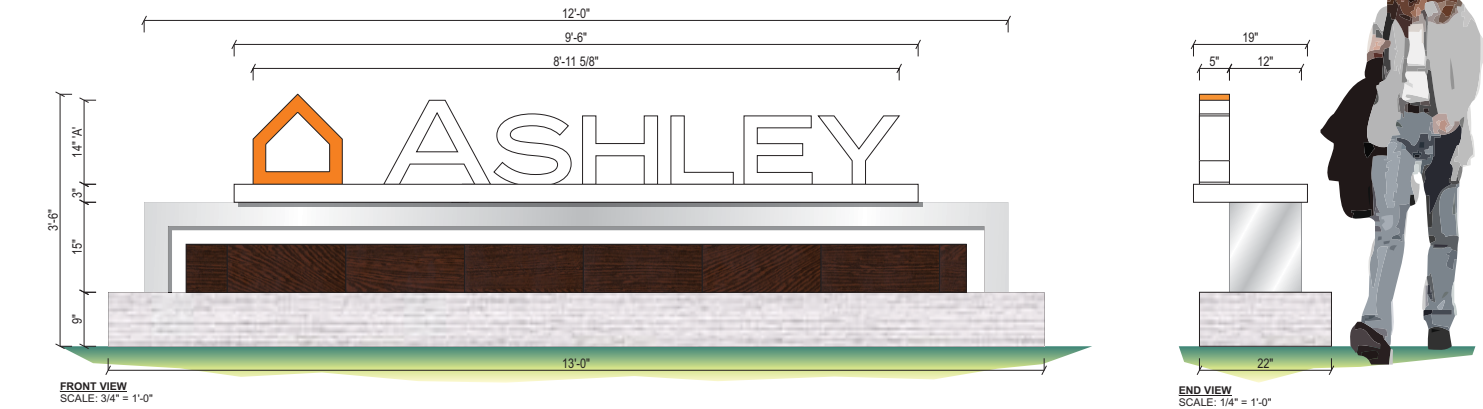


JONES SIGN Your Vision. Accomplished. WWW.JONESSIGN.COM	JOB #: 13274_R14	REV	DATE	BY	DESCRIPTION	CLIENT APPROVAL		DATE	 ASHLEY	ASHLEY FURNITURE	SHEET NUMBER
	DATE: 03.10.2021	11	04.07.23	JC	REMOVED PYLON SIGN OPTION					ROOSEVELT STREET & 107th AVENUE AVONDALE, AZ 85323 10.0	
	DESIGNER: J. CASTILLO	12	08.22.23	JC	REVISED SIGN DIMENSIONS						
	SALES REP: J. HADAYA	13	09.12.23	JC	ADDED MAXIMUM SIGN DIMENSION CALLOUT SIGN 'X' 'Y'						
	PROJ MGR:	14	09.18.23	JC	ADDED NEW BUILDING ELEVATIONS						
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	20										
						LANDLORD APPROVAL		DATE			

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NEW S/F INTERNALLY-ILLUMINATED CENTER ID MONUMENT SIGN (Qty 2)

SQUARE FOOTAGE: 11.48



- COLORS/FINISHES
- P-1 WHITE
 - P-2 PTM ASHLEY ORANGE #3830-3375
 - P-3 MAP BRUSHED ALUMINUM
 - V-1 3M ASHLEY ORANGE #9630-3375
 - M-1 TRESPA METEON - WENGE NW04, MATTE FINISH
 - M-2 TEXTURED FORMLINER PAINTED SW7004 "SNOWBOUND"

SPECIFICATIONS

1. SEE SPECIFICATION CALL-OUTS THIS SHEET

NEW S/F INTERNALLY-ILLUMINATED MONUMENT SIGN
USE STANDARD ALUMINUM CONSTRUCTION w/ ANGLE FRAME
& STEEL PIPE SUPPORT INTO CONCRETE FOOTING. ALUMINUM
STRUCTURE TO HAVE PAINTED FINISH P-1,P-3 & HAVE WOOD
VENER FINISH M-1

LOGO & "ASHLEY" TO BE FABRICATED PLEX FACED
INTERNALLY-ILLUMINATED CHANNEL LETTERS P-1,P-2 w/ 1st
SURFACE APPLIED VINYL OVERLAYS V-1. ILLUMINATE w/ WHITE
LEDS

BASE TO HAVE TEXTURED FORMLINER FINISH PAINTED TO
MATCH SW7004 "SNOWBOUND" M-1

SEE ENGINEERS SPECIFICATIONS FOR STRUCTURAL
CALCULATIONS. VERIFY EXACT LOCATION OF SIGN PRIOR TO
INSTALLATION.

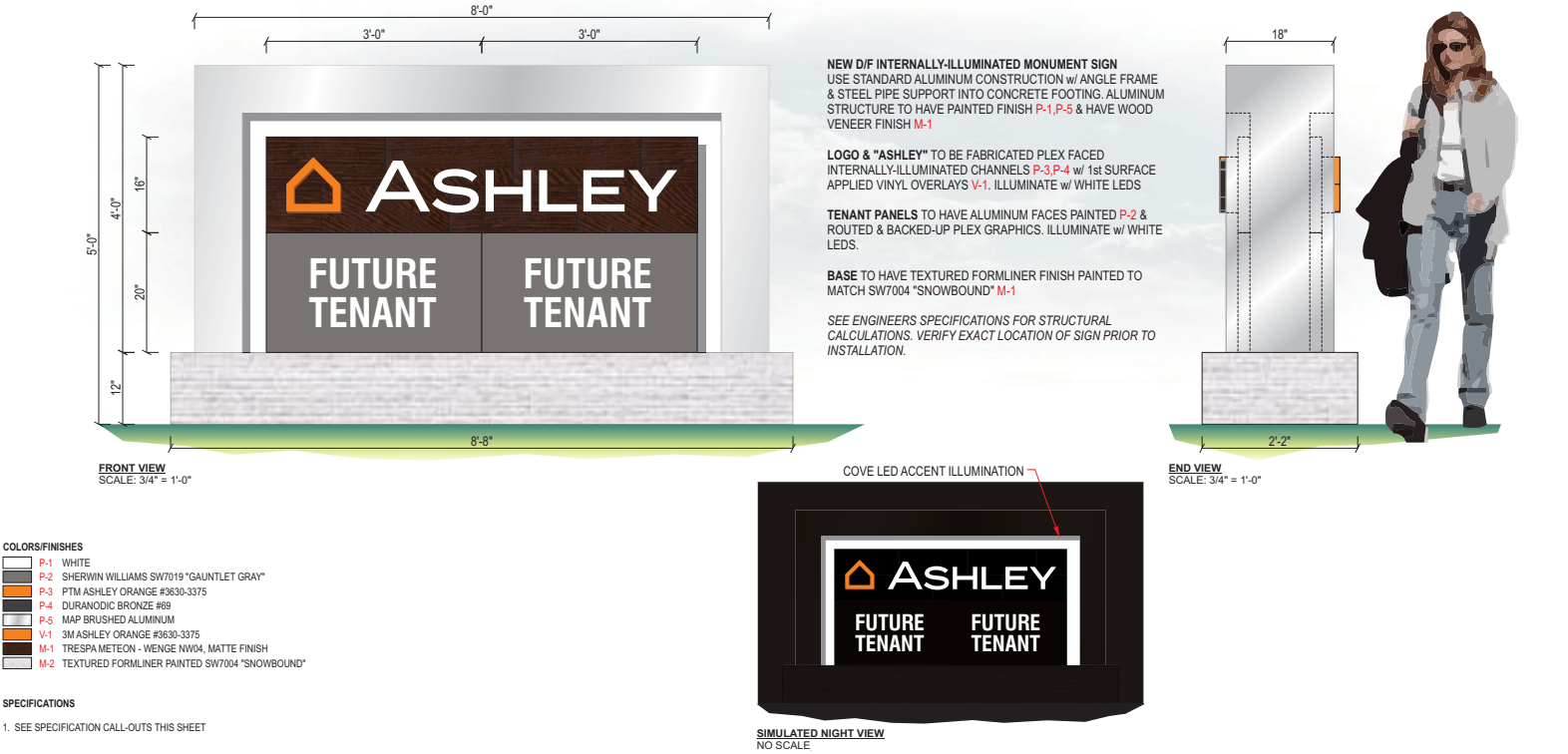


JONES SIGN Your Vision. Accomplished. WWW.JONESSIGN.COM	JOB #: 13274_R14	<table><tr><th>REV</th><th>DATE</th><th>BY</th><th>DESCRIPTION</th></tr><tr><td>11</td><td>04.07.23</td><td>JC</td><td>REMOVED PYLON SIGN OPTION</td></tr><tr><td>12</td><td>06.22.23</td><td>JC</td><td>REVISED SIGN DIMENSIONS</td></tr><tr><td>13</td><td>09.12.23</td><td>JC</td><td>ADDED MAXIMUM SIGN DIMENSION CALLOUT SIGN 'X' 'Y'</td></tr><tr><td>14</td><td>09.18.23</td><td>JC</td><td>ADDED NEW BUILDING ELEVATIONS</td></tr><tr><td>15</td><td></td><td></td><td></td></tr><tr><td>16</td><td></td><td></td><td></td></tr><tr><td>17</td><td></td><td></td><td></td></tr><tr><td>18</td><td></td><td></td><td></td></tr><tr><td>19</td><td></td><td></td><td></td></tr><tr><td>20</td><td></td><td></td><td></td></tr></table>	REV	DATE	BY	DESCRIPTION	11	04.07.23	JC	REMOVED PYLON SIGN OPTION	12	06.22.23	JC	REVISED SIGN DIMENSIONS	13	09.12.23	JC	ADDED MAXIMUM SIGN DIMENSION CALLOUT SIGN 'X' 'Y'	14	09.18.23	JC	ADDED NEW BUILDING ELEVATIONS	15				16				17				18				19				20				<table><tr><td>CLIENT APPROVAL</td><td>DATE</td></tr><tr><td>LANDLORD APPROVAL</td><td>DATE</td></tr></table>	CLIENT APPROVAL	DATE	LANDLORD APPROVAL	DATE		ASHLEY FURNITURE	SHEET NUMBER
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DATE: 03.10.2021		ROOSEVELT STREET & 107th AVENUE AVONDALE , AZ 85323	11.0																																																			
DESIGNER: J. CASTILLO																																																						
SALES REP: J. HADAYA																																																						
PROJ MGR:																																																						

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NEW D/F INTERNALLY-ILLUMINATED MULTI-TENANT MONUMENT SIGN (Qty 2)

SQUARE FOOTAGE: 18.0



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	DATE: 03.10.2021	11	04.07.23	JC	REMOVED PYLON SIGN OPTION					ROOSEVELT STREET &	12.0
	DESIGNER: J. CASTILLO	12	08.22.23	JC	REVISED SIGN DIMENSIONS					107th AVENUE	
	SALES REP: J. HADAYA	13	09.12.23	JC	ADDED MAXIMUM SIGN DIMENSION CALLOUT SIGN 10' 10"					AVONDALE, AZ 85323	
	PROJ MGR:	14	09.18.23	JC	ADDED NEW BUILDING ELEVATIONS						
		15				LANDLORD APPROVAL		DATE			
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NEW D/F NON-ILLUMINATED DIRECTIONAL SIGN (Qty 1)

SQUARE FOOTAGE: 16.0

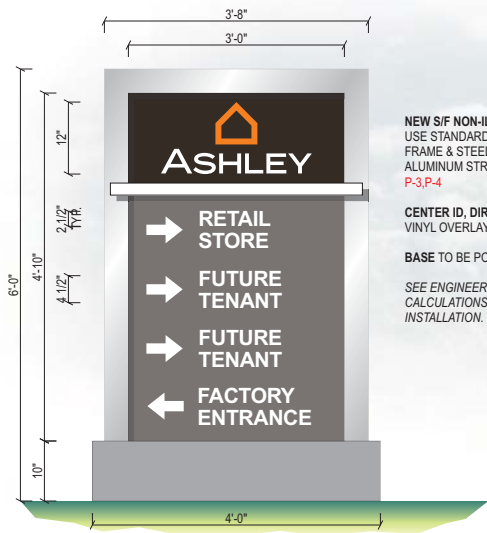


JONES SIGN Your Vision. Accomplished. WWW.JONESSIGN.COM	JOB #: 13274_R14	REV	DATE	BY	DESCRIPTION	CLIENT APPROVAL		DATE	ASHLEY	ASHLEY FURNITURE	SHEET NUMBER
	DATE: 03.10.2021	11	04.07.23	JC	REMOVED PYLON SIGN OPTION					ROOSEVELT STREET & 107th AVENUE AVONDALE , AZ 85323	13.0
	DESIGNER: J. CASTILLO	12	06.22.23	JC	REVISED SIGN DIMENSIONS						
	SALES REP: J. HADAYA	13	09.12.23	JC	ADDED MAXIMUM SIGN DIMENSION CALLOUT SIGN 16' 10"						
	PROJ MGR:	14	09.18.23	JC	ADDED NEW BUILDING ELEVATIONS						
		15				LANDLORD APPROVAL		DATE			
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N NEW S/F NON-ILLUMINATED DIRECTIONAL SIGN (Qty 1)

SQUARE FOOTAGE: 14.5



FRONT VIEW
SCALE: 3/4" = 1'-0"

NEW S/F NON-ILLUMINATED DIRECTIONAL SIGN
USE STANDARD ALUMINUM CONSTRUCTION w/ ANGLE
FRAME & STEEL PIPE SUPPORT INTO CONCRETE FOOTING.
ALUMINUM STRUCTURE TO HAVE PAINTED FINISH **P-1,P-2,**
P-3,P-4

CENTER ID, DIRECTIONAL COPY & ARROWS TO BE APPLIED
VINYL OVERLAYS **V-1,V-2**

BASE TO BE POURED CONCRETE S-1

SEE ENGINEERS SPECIFICATIONS FOR STRUCTURAL
CALCULATIONS. VERIFY EXACT LOCATION OF SIGN PRIOR TO
INSTALLATION.



END VIEW
SCALE: 3/4" = 1'-0"

COLORS/FINISHES

P-1	WHITE
P-2	SHERWIN WILLIAMS SW7019 "GAUNTLET GRAY"
P-3	DURANODIC BRONZE #69
P-4	MAP BRUSHED ALUMINUM
V-1	WHITE, REFLECTIVE
V-2	3M ASHLEY ORANGE #3630-3375, REFLECTIVE
S-1	POURED CONCRETE

SPECIFICATIONS

1. SEE SPECIFICATION CALL-OUTS THIS SHEET

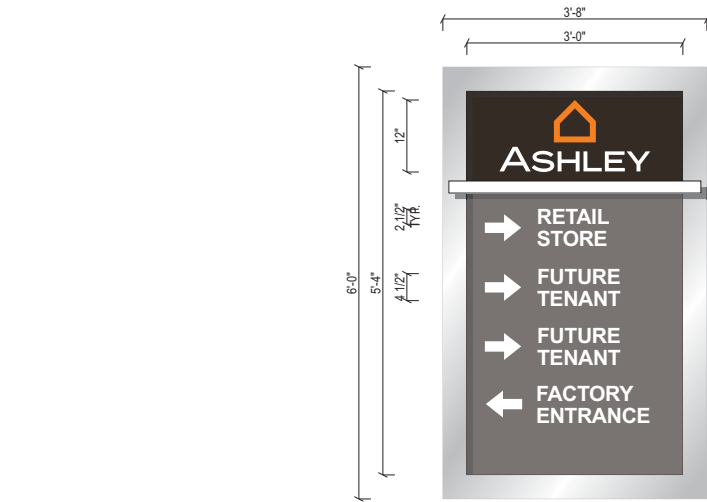
JONES SIGN Your Vision. Accomplished. WWW.JONESSIGN.COM	JOB #: 13274_R14	REV.	DATE	BY	DESCRIPTION	CLIENT APPROVAL	DATE	 ASHLEY	ASHLEY FURNITURE	SHEET NUMBER
	DATE: 03.10.2021	11	04.07.23	JC	REMOVED PYLON SIGN OPTION				ROOSEVELT STREET &	14.0
	DESIGNER: J. CASTILLO	12	08.22.23	JC	REVISED SIGN DIMENSIONS				107th AVENUE	
	SALES REP: J. HADAYA	13	09.12.23	JC	ADDED MAXIMUM SIGN DIMENSION CALLOUT SIGN 'X' 'Y'				AVONDALE , AZ 85323	
	PROJ MGR:	14	09.18.23	JC	ADDED NEW BUILDING ELEVATIONS	LANDLORD APPROVAL	DATE			
		15								
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0 NEW S/F NON-ILLUMINATED WALL DIRECTIONAL DISPLAY (Qty 1)

SQUARE FOOTAGE: 16.0

FIELD SURVEY REQUIRED



FRONT VIEW
SCALE: 3/4" = 1'-0"

NEW S/F NON-ILLUMINATED DIRECTIONAL SIGN
USE STANDARD ALUMINUM CONSTRUCTION w/ ANGLE
FRAME ALUMINUM STRUCTURE TO HAVE PAINTED FINISH
P-1,P-2,P-3,P-4
CENTER ID, DIRECTIONAL COPY & ARROWS TO BE
APPLIED VINYL OVERLAYS V-1,V-2



END VIEW
SCALE: 3/4" = 1'-0"

- COLORS/FINISHES
- P-1 WHITE
 - P-2 SHERWIN WILLIAMS SW7019 "GAUNTLET GRAY"
 - P-3 DURANODIC BRONZE #69
 - P-4 MAP BRUSHED ALUMINUM
 - V-1 WHITE, REFLECTIVE
 - V-2 3M ASHLEY ORANGE #3630-3375, REFLECTIVE

SPECIFICATIONS

1. SEE SPECIFICATION CALL-OUTS THIS SHEET

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	DATE: 03.10.2021	11	04.07.23	JC	REMOVED PYLON SIGN OPTION				ROOSEVELT STREET & 107th AVENUE	15.0
	DESIGNER: J. CASTILLO	12	08.22.23	JC	REVISED SIGN DIMENSIONS				AVONDALE , AZ 85323	
	SALES REP: J. HADAYA	13	09.12.23	JC	ADDED MAXIMUM SIGN DIMENSION CALLOUT SIGN 'X' 'Y'					
	PROJ MGR:	14	09.18.23	JC	ADDED NEW BUILDING ELEVATIONS					
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						LANDLORD APPROVAL	DATE			

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ASHLEY

AVONDALE, AZ

S I G N P A C K A G E

03.14.2023

REQUISITE CHECKLIST

ALL REQUIREMENTS MUST BE MET BEFORE BEING RELEASED TO PRODUCTION

☐

SURVEY

☐

ALL VECTOR AND / OR HIGH RESOLUTION ART

*DATE CHECKED (Designer name): Joe Example 11.16.21

ART CONFIRMED BY

☐

ALL PAINT / VINYL / PRINT COLORS (CMYK or PMS) /
ALL STONE, BRICK, VENEER, AND FINISHES

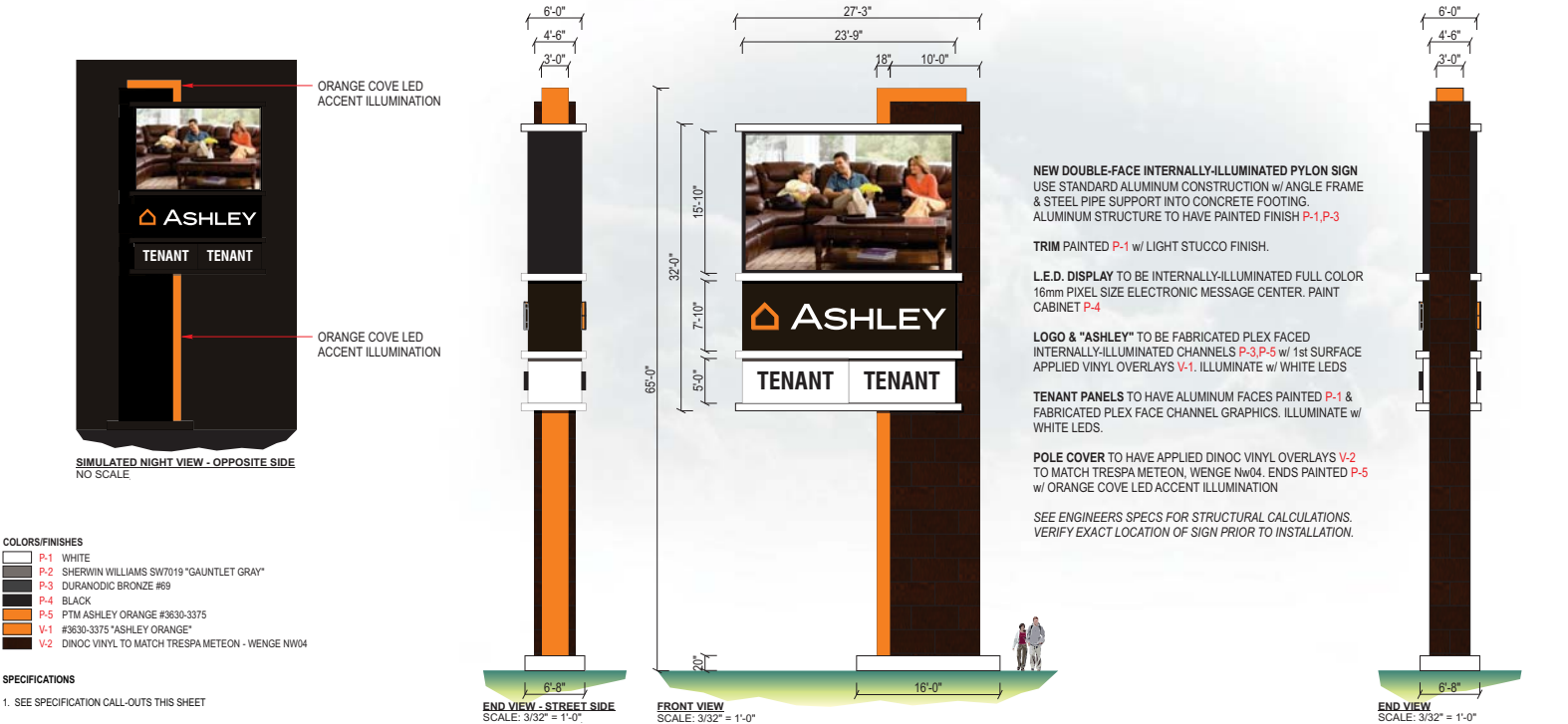
DESIGNER NOTES

RED LINE OVER TITLE BLOCK ON DRAWING PAGES INDICATES DRAWING IS NOT READY FOR PRODUCTION - ALL TBD ITEMS MUST BE RESOLVED.

JONES SIGN
Your Vision Accomplished

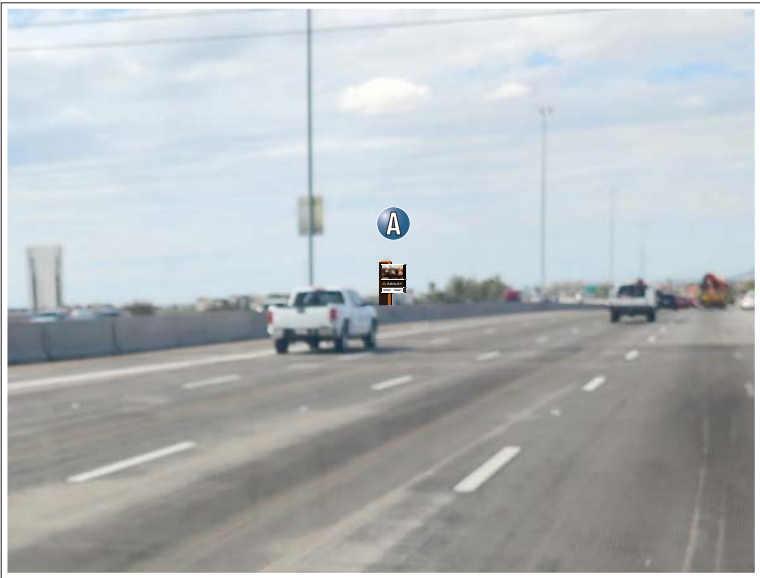
J NEW INTERNALLY-ILLUMINATED PYLON SIGN DISPLAY (Qty 1)
SQUARE FOOTAGE: 720.41

THE SIGN DISPLAY WILL MEET CITY'S OPERATIONAL REQUIREMENTS FOR DIGITAL SIGNS ESTABLISHED IN ZONING ORDINANCE SECTION 907.D. THESE REGULATIONS REQUIRE STATIC DISPLAYS WITH MESSAGES CHANGING NO MORE THAN EIGHT (8) SECONDS, BRIGHTNESS RESTRICTIONS, AND AUTOMATIC DIMMER REQUIREMENTS



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	DATE: 03.10.2021	1	04.19.21	JC	REVISED DESIGN LAYOUT	LANDLORD APPROVAL	DATE		ROOSEVELT STREET & 107th AVENUE AVONDALE, AZ 85323	1.0
	DESIGNER: J. CASTILLO	2	04.26.21	JC	ADDED NEW ELEVATIONS					
	SALES REP: J. HADAYA	3	06.18.21	JC	REVISED PYLON SIGN LAYOUT & SPECIFICATIONS					
	PROJ MGR:	4	10.21.21	JC	REVISED TO NEW LOGO LAYOUT					
		5	08.29.22	JC	REVISED DESIGN LAYOUT					
		6	09.01.22	JC	REVISED DESIGN LAYOUT					
		7	09.19.22	JC	REVISED DESIGN LAYOUT					
		8	09.29.22	JC	REVISED DESIGN LAYOUT					
		9	02.28.23	JC	REVISED PYLON DESIGN ADDED PYLON DESIGN OPTION					
	10									

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WESTBOUND @ I-10
NO SCALE

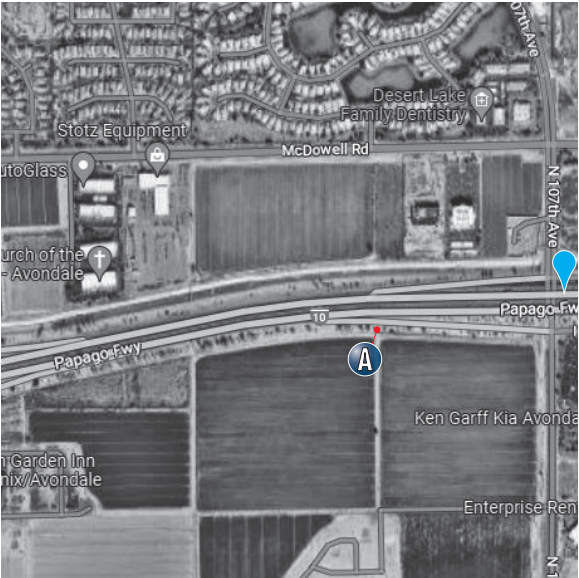
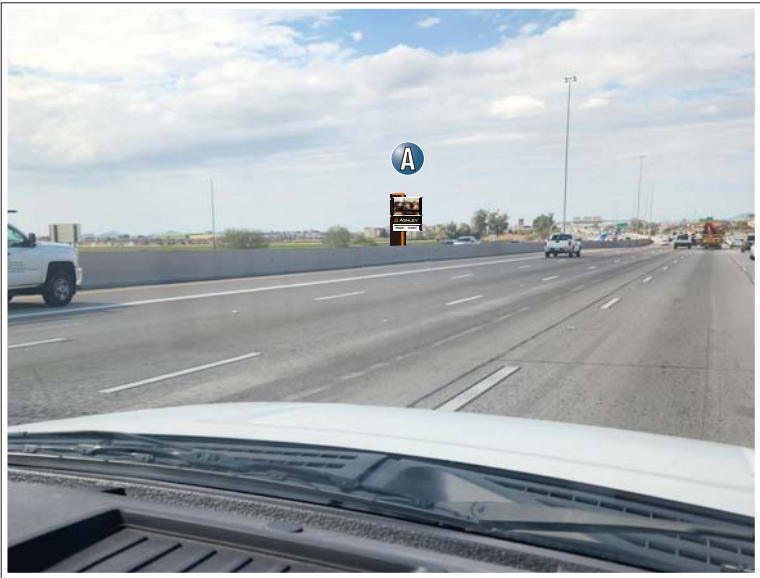


PHOTO LOCATION
NO SCALE

JONES SIGN Your Vision. Accomplished. WWW.JONESSIGN.COM	JOB # 13274_R10_FLA	REV	DATE	BY	DESCRIPTION	CLIENT APPROVAL		DATE	ASHLEY	ASHLEY FURNITURE	SHEET NUMBER
	DATE: 03.10.2021	1	04.19.21	JC	REVISED DESIGN LAYOUT	LANDLORD APPROVAL	DATE	2.0			
	DESIGNER: J. CASTILLO	2	04.29.21	JC	ADDED NEW ELEVATIONS						
	SALES REP: J. HADAYA	3	06.18.21	JC	REVISED PYLON SIGN LAYOUT & SPECIFICATIONS						
	PROJ MGR:	4	10.21.21	JC	REVISED TO NEW LOGO LAYOUT						
		5	08.29.22	JC	REVISED DESIGN LAYOUT						
		6	09.01.22	JC	REVISED DESIGN LAYOUT						
		7	09.19.22	JC	REVISED DESIGN LAYOUT						
		8	09.29.22	JC	REVISED DESIGN LAYOUT						
		9	02.28.23	JC	REVISED PYLON DESIGN ADDED PYLON DESIGN OPTION						
	10										

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WESTBOUND @ I-10
NO SCALE

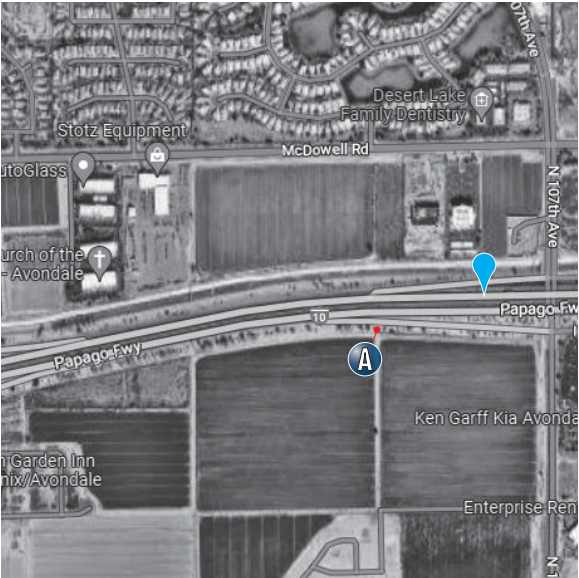
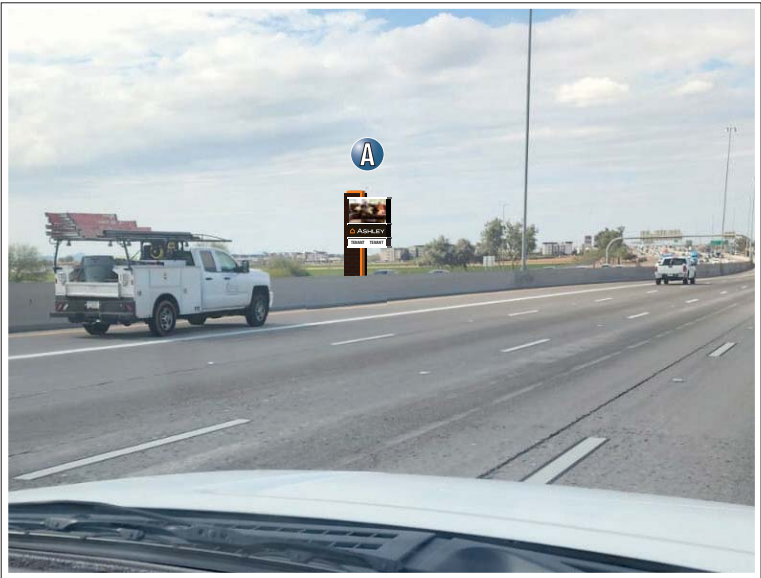


PHOTO LOCATION
NO SCALE

JONES SIGN Your Vision. Accomplished. WWW.JONESSIGN.COM	JOB # 13274_R10_FLA	REV	DATE	BY	DESCRIPTION	CLIENT APPROVAL	DATE	ASHLEY	ASHLEY FURNITURE	SHEET NUMBER
	DATE: 03.10.2021	1	04.19.21	JC	REVISED DESIGN LAYOUT				ROOSEVELT STREET & 107th AVENUE AVONDALE, AZ 85323	3.0
	DESIGNER: J. CASTILLO	2	04.26.21	JC	ADDED NEW ELEVATIONS					
	SALES REP: J. HADAYA	3	06.16.21	JC	REVISED PYLON SIGN LAYOUT & SPECIFICATIONS					
	PROJ MGR:	4	10.21.21	JC	REVISED TO NEW LOGO LAYOUT					
		5	08.29.22	JC	REVISED DESIGN LAYOUT	LANDLORD APPROVAL	DATE			
		6	09.01.22	JC	REVISED DESIGN LAYOUT					
		7	09.19.22	JC	REVISED DESIGN LAYOUT					
		8	09.29.22	JC	REVISED DESIGN LAYOUT					
		9	02.28.23	JC	REVISED PYLON DESIGN ADDED PYLON DESIGN OPTION					
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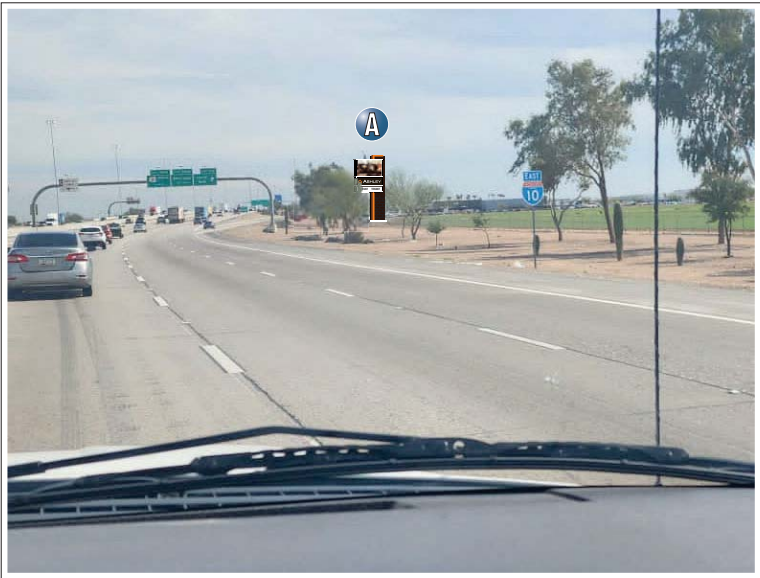
WESTBOUND @ I-10
NO SCALE



PHOTO LOCATION
NO SCALE

JONES SIGN Your Vision. Accomplished. WWW.JONESSIGN.COM	JOB # 13274_R10_FL_A	REV	DATE	BY	DESCRIPTION	CLIENT APPROVAL	DATE	 ASHLEY FURNITURE ROOSEVELT STREET & 107th AVENUE AVONDALE , AZ 85323	SHEET NUMBER 4.0
	DATE: 03.10.2021	1	04.19.21	JC	REVISED DESIGN LAYOUT	LANDLORD APPROVAL DATE			
	DESIGNER: J. CASTILLO	2	04.29.21	JC	ADDED NEW ELEVATIONS				
	SALES REP: J. HADAYA	3	06.18.21	JC	REVISED PYLON SIGN LAYOUT & SPECIFICATIONS				
	PROJ MGR:	4	10.21.21	JC	REVISED TO NEW LOGO LAYOUT				
		5	08.29.22	JC	REVISED DESIGN LAYOUT				
		6	09.01.22	JC	REVISED DESIGN LAYOUT				
		7	09.19.22	JC	REVISED DESIGN LAYOUT				
		8	09.29.22	JC	REVISED DESIGN LAYOUT				
		9	02.28.23	JC	REVISED PYLON DESIGN ADDED PYLON DESIGN OPTION				
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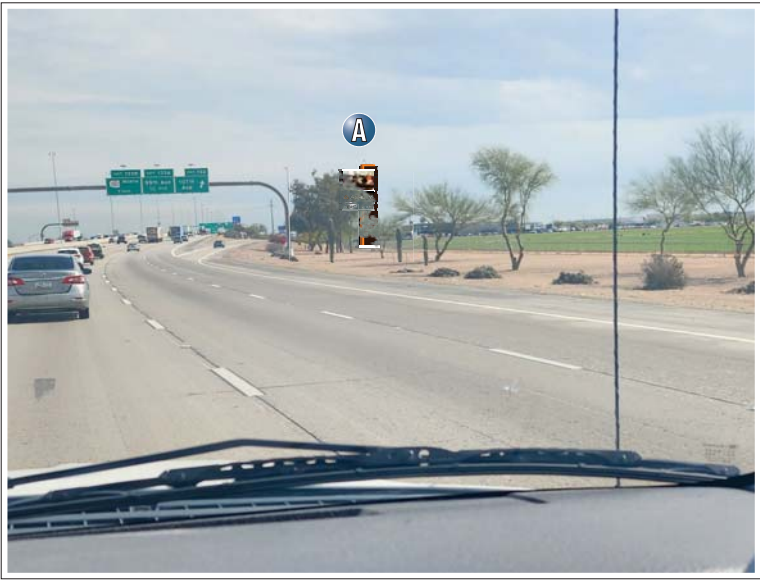
EASTBOUND @ I-10
NO SCALE



PHOTO LOCATION
NO SCALE

JONES SIGN Your Vision. Accomplished. WWW.JONESSIGN.COM	JOB # 13274_R10_FLA	REV	DATE	BY	DESCRIPTION	CLIENT APPROVAL	DATE	ASHLEY	ASHLEY FURNITURE	SHEET NUMBER
	DATE: 03.10.2021	1	04.19.21	JC	REVISED DESIGN LAYOUT					
	DESIGNER: J. CASTILLO	2	04.29.21	JC	ADDED NEW ELEVATIONS					
	SALES REP: J. HADAYA	3	06.18.21	JC	REVISED PYLON SIGN LAYOUT & SPECIFICATIONS					
	PROJ MGR:	4	10.21.21	JC	REVISED TO NEW LOGO LAYOUT					
		5	08.29.22	JC	REVISED DESIGN LAYOUT	LANDLORD APPROVAL	DATE			
		6	09.01.22	JC	REVISED DESIGN LAYOUT					
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EASTBOUND @ I-10
NO SCALE

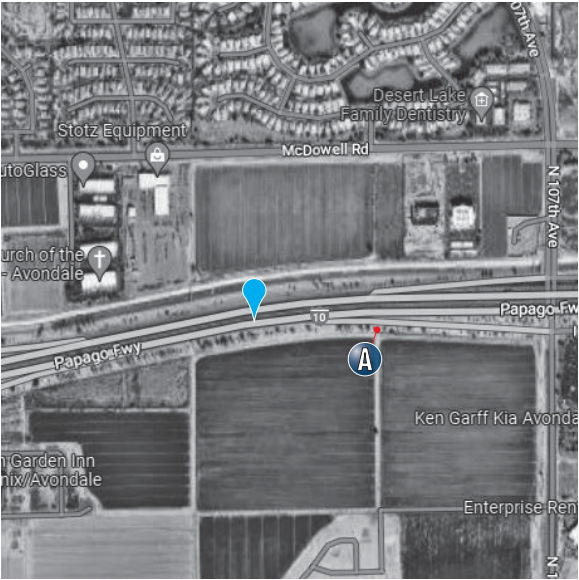
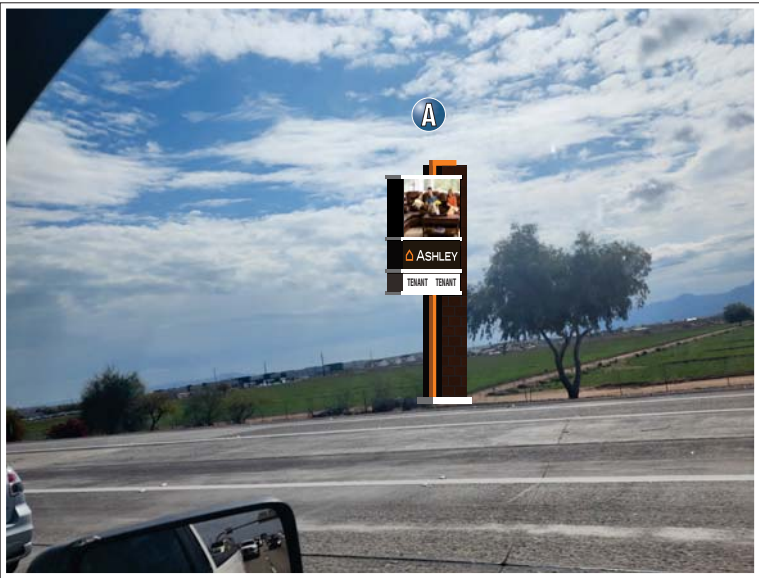


PHOTO LOCATION
NO SCALE

JONES SIGN Your Vision. Accomplished. WWW.JONESSIGN.COM	JOB # 13274_R10_FLA	REV	DATE	BY	DESCRIPTION	CLIENT APPROVAL	DATE	ASHLEY	ASHLEY FURNITURE	SHEET NUMBER
	DATE: 03.10.2021	1	04.19.21	JC	REVISED DESIGN LAYOUT				ROOSEVELT STREET & 107th AVENUE AVONDALE , AZ 85323	6.0
	DESIGNER: J. CASTILLO	2	04.29.21	JC	ADDED NEW ELEVATIONS					
	SALES REP: J. HADAYA	3	06.18.21	JC	REVISED Pylon SIGN LAYOUT & SPECIFICATIONS					
	PROJ MGR:	4	10.21.21	JC	REVISED TO NEW LOGO LAYOUT					
		5	08.29.22	JC	REVISED DESIGN LAYOUT	LANDLORD APPROVAL	DATE			
		6	09.01.22	JC	REVISED DESIGN LAYOUT					
		7	09.19.22	JC	REVISED DESIGN LAYOUT					
		8	09.29.22	JC	REVISED DESIGN LAYOUT					
		9	02.28.23	JC	REVISED Pylon DESIGN ADDED Pylon DESIGN OPTION					
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EASTBOUND @ I-10
NO SCALE



PHOTO LOCATION
NO SCALE

JONES SIGN Your Vision. Accomplished. WWW.JONESSIGN.COM	JOB #: 13274_R10_FL	REV	DATE	BY	DESCRIPTION	CLIENT APPROVAL		DATE	 ASHLEY	ASHLEY FURNITURE	SHEET NUMBER
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VIEW FROM NEAREST RESIDENTIAL





The Village at The BLVD, LLC

November 8, 2023

City of Avondale | Development Services Department
Planning Division
Michelle Simerdla, MCRP
Senior Planner
11465 W. Civic Center Drive | Avondale, AZ 85323

Re: Rezone (PL-21-0141) and General Plan Amendment (PL-21-0140)

Dear Ms Simerdla:

Thank you for arranging a meeting today with the applicant and counsel to discuss our objections to and concerns with the following: 1. increased truck traffic along Roosevelt and 2. buffering between our residential community and the proposed industrial site proposed at the Northwest corner of Roosevelt Street and 107th Avenue.

Our initial concerns with truck travel along Roosevelt west of 111th Avenue has been addressed by your stipulation wording change from 112th to 111th. We appreciate that the developer is going to implement hardscape (curbing and signage) that will prohibit trucks going westbound out of their project and institute a communication plan with their vendors that alerts them to this westbound restriction.

As it relates to screening and buffering of the proposed industrial buildings, we recognize their efforts to provide a significant setback, a variety of screen walls both near the truck dock area and along the employee parking, and a healthy landscape palette. It is our expectation that through the Development Plan review process all these standards will translate into the final plans with at least what has been proposed in the rezoning documents. We would appreciate the applicant evaluating additional berming and ground elevation at the hard corner to further bolster the screening that is already depicted by vegetation in their conceptual renderings.

Thank you for holding the bar high for this development as it moves through the permitting approval process. We are proud to be a part of this amazing BLVD area of Avondale and appreciate your support for a reasonable transition between our residential community and this proposed industrial land use.

Sincerely,

A handwritten signature in dark ink that reads 'Sherri Koshiol'.

Sherri Koshiol, PE
Director of Land Development
The Empire Group of Companies

ITEM NUMBER: 6.a.

SUBJECT: Council Budget Discussion

MEETING DATE: 12/18/2023

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

PURPOSE:

City staff will present an update on the City's financials and seek the Council's feedback on the FY2025 budget. This item is for discussion and feedback only; no Council action will be taken.

BACKGROUND:

The presentation will cover the current status of the city's financials and the needs for the Fiscal Year 2025 budget.

DISCUSSION:

The presentation will cover the current status of the city's financials and needs for the Fiscal Year 2025 budget.

BUDGET IMPACT:

The discussions today will provide guidance for the development of the Fiscal Year 2025 budget.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: