



City of Avondale

City Council Meeting

Monday, November 4, 2024

Mayor and Council

Mike Pineda, Mayor

Curtis Nielson, Vice Mayor

Tina Conde, Councilmember | Jeannette Garcia, Councilmember

Veronica Malone, Councilmember | Gloria Solorio, Councilmember

Max White, Councilmember

Administration

Ron Corbin, City Manager

Tracy Stevens, Assistant City Manager | Katie Gregory, Assistant City Manager

Dale Nannenga, Deputy City Manager | Nicholle Harris, City Attorney

Marcella Sarmiento, 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 the City Council shall appear in person to speak.



City Council Meeting Notice & Agenda Monday, November 4, 2024

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

5:30 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. PRESENTATION ITEMS (DISCUSSION ONLY)

a. NEW EMPLOYEE INTRODUCTIONS

The following employees will be presented to City Council. This item is for discussion only.

Economic Development

- Jennifer Stein, Economic Development Director

Public Works

- Bernadette Gortarez, Administrative Specialist
- Jarod Carrol, Senior Water Reclamation Operator

b. CITIZEN POLICE ACADEMY

City Council will recognize the participants of the 2024 Citizen Police Academy. This item is for discussion only.

c. PROCLAMATION - PHOENIX RACEWAY & NASCAR CHAMPIONSHIP WEEKEND

City Council will present a proclamation celebrating the 60th anniversary of Phoenix Raceway; acknowledging the contributions of Phoenix Raceway/NASCAR to Avondale and the region; and proclaiming Nov. 8-10 as NASCAR Championship Weekend in Avondale. This item is for discussion only.

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

4. CONSENT AGENDA

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

a. MINUTES

City Council will consider a request to approve the October 14, 2024 City Council meeting minutes. The Council will take appropriate action.

b. RESOLUTION 1104-1124 - INTERGOVERNMENTAL AGREEMENT - CITY OF GLENDALE, CITY OF PEORIA, CITY OF SURPRISE, CITY OF AVONDALE AND MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT FOR THE GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER

City Council will consider a request to adopt Resolution 1104-1124, authorizing an Intergovernmental Agreement amongst the City of Glendale, the City of Peoria, the City of Surprise, the City of Avondale, and the Maricopa County Community College District relating to managing and operating the regional public safety training facility known as the Glendale Regional Public Safety Training Center (GRPSTC) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. FINAL PLAT FOR AVONDALE COMMONS - APPLICATION PL-24-0047

City Council will consider a request to: (a) approve Application PL-24-0047, a request by Nick Maxwell, PE, with Maxwell Engineering on behalf of Morgan Fabrizio with Overland Development Corporation, for approval of a replat of the Final Plat for Avondale Commons located generally north of McDowell Road and west of Avondale Boulevard; and (b) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

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

6. ADJOURNMENT

Councilmembers 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: 2.b.

SUBJECT: Citizen Police Academy

MEETING DATE: 11/4/2024

TO: Mayor and Council

FROM: Memo Espinoza, Police Chief

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other.
-

PURPOSE:

City Council will recognize the participants of the 2024 Citizen Police Academy. This item is for discussion only.

BACKGROUND:

The Avondale Police Department's Citizen Police Academy (CPA) is a program designed for citizens of Avondale, surrounding communities, and members of the business community to provide an inside look at our Police Department and law enforcement operations. The CPA is designed to provide participants with an overview of the operations and resources of the Avondale Police Department, which help provide a greater awareness and understanding of law enforcement's role in our community. The CPA is an 8-week program that meets weekly. Participants will interact with police executives, veteran officers and professional staff during the academy.

Topics may include: Recruiting, Crime Analysis, DUI, Motors, SWAT, Street Crimes, Criminal Investigation Bureau, Taser Demo, High Risk stops, Dispatch, Detention, and much more. Each session will include hands-on activities. The location of each class will vary between the different police facilities within Avondale.

DISCUSSION:

The 2024 Citizen Police Academy takes place from September 4th through November 4th and 100% participation is required for graduation.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: n/a

ITEM NUMBER: 2.c.

SUBJECT: Proclamation - Phoenix Raceway & NASCAR Championship Weekend

MEETING DATE: 11/4/2024

TO: Mayor and Council

FROM: Liz Barker Alvarez, Intergovernmental Affairs Administrator

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

PURPOSE:

City Council will present a proclamation celebrating the 60th anniversary of Phoenix Raceway; acknowledging the contributions of Phoenix Raceway/NASCAR to Avondale and the region; and proclaiming Nov. 8-10 as NASCAR Championship Weekend in Avondale. This item is for discussion only.

BACKGROUND:

For 60 years, Phoenix Raceway has enhanced entertainment and recreational opportunities for Valley residents, while bolstering economic development and tourism in Avondale and surrounding cities. That tradition continues Nov. 8-10 as Phoenix Raceway hosts its fifth NASCAR Championship since 2020.

DISCUSSION:

The City Council will present a proclamation celebrating and acknowledging the contributions of Phoenix Raceway/NASCAR to Avondale and the region.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: n/a



PROCLAMATION

PHOENIX RACEWAY 7 NASCAR CHAMPIONSHIP WEEKEND

WHEREAS, Phoenix Raceway proudly celebrated its 60th anniversary this past January, standing as a beacon of motorsport excellence; and

WHEREAS, Phoenix Raceway has not only provided exhilarating entertainment through its world-class events, but has also contributed significantly to the local economy, creating jobs and opportunities for our citizens; and

WHEREAS, the City of Avondale recognizes the dedication and commitment of Phoenix Raceway in promoting safe, family-friendly events that enrich our community culture; and

WHEREAS, the decades-long partnership between the City of Avondale and Phoenix Raceway has fostered a vibrant race fan community, bringing together residents and visitors from all walks of life to celebrate the thrill of auto racing and foster a sense of camaraderie and passion for the sport; and

WHEREAS, the National Association for Stock Car Auto Racing (NASCAR) was founded in 1948 and is considered one of the top ranked motorsports organizations in the world; and

WHEREAS, each year NASCAR sanctions more than 1,500 races in the United States, Canada, Mexico, Brazil and Europe; and

WHEREAS, NASCAR has raced in Avondale since 1977 and in 2020, Avondale and the Phoenix region were selected to host the NASCAR Championship Weekend at the newly remodeled and state-of-the-art Phoenix Raceway; and

WHEREAS, NASCAR Championship Weekend attendance numbers close to 100,000 persons for the weekend and positively impacts economic development in the region, generating \$473 million dollars in revenue for Arizona, especially the cities and towns in the Phoenix metro area; and

WHEREAS, the local community and the region have made such an impression that NASCAR has awarded the championship race to the City of Avondale and Phoenix Raceway every year since 2020; and,

WHEREAS, these championship events are broadcast to tens of millions of people across the U.S. and internationally and garner over 7 billion social media impressions worldwide, further positioning Arizona as a premier tourist destination.

Now therefore, I, Mike Pineda, by virtue vested in me as Mayor of the City of Avondale, Arizona and the entire Avondale City Council do hereby congratulate Phoenix Raceway on their 60th anniversary; acknowledge the invaluable contributions of Phoenix Raceway and NASCAR to our community culture, economic development and quality of life; and officially declare November 8-10, 2024, as NASCAR Championship Weekend here in the City of Avondale.

Proclaimed this 4th day of November 2024.

Mayor Mike Pineda

Attest: _____
City Clerk Marcella Sarmiento

ITEM NUMBER: 4.a.

SUBJECT: Minutes

MEETING DATE: 11/4/2024

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other. 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 14, 2024 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 14, 2024 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 14, 2024

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.

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

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

**The Mayor seat was vacant effective October 13, 2024.*

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Tracy Stevens, Assistant City Manager; Katie Gregory, Assistant City Manager; Dale Nannenga, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Sarmiento, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Al Bates; Assistant Police Chief, Kirk Beaty, Public Works Director; Barbara Coppage, City Auditor; Cheryl Covert, Interim Economic Development Services Director; Joel Evans, Facilities Director; Julie Knoll; Deputy City Clerk; Craig Jennings, Judge; Corey Larriva, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Andy Mesquita, Human Resources Director; Kimberly Moon, Engineering Director; Jodie Novak, Development Services Director; Abril Ruiz-Ortega, Court Administrator, Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; Dave Wagner; Assistant Fire Chief; Renee Weatherless, Finance and Budget Director; and Keith Fallstrom, Finance and Budget Assistant Director; Lisa Maxie-Mullins, Deputy City Attorney.

Audience: Approximately 10 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. MAYOR VACANCY PROCESS

City Council: a) received a presentation from staff regarding the process to fill the vacancy in the office of mayor; and b) discussed and appointed a candidate to fill the mayoral vacancy.

Marcella Sarmiento, City Clerk, provided a brief presentation on the mayor vacancy process pursuant to City Charter. Mayor Weise departed on October 13, 2024, which requires the mayor seat to be filled by November 14, 2024. Ms. Sarmiento reviewed past practices for 2014, 2017, and 2021. Avondale recently held a candidate election on July 30, 2024, where individuals were voted into office, and will be sworn-in in

January 2025. This includes Mike Pineda as Mayor, Jeanette Garcia, Gloria Solorio, and Shari Weise as Councilmembers. The City Council has three options with respect to the Mayor's vacant seat. They may: a) appoint a current City Council member tonight as Mayor who would resign their current seat, b) direct staff to follow the previous vacancy process, or c) direct staff to follow a new vacancy process.

Vice Mayor Pineda opened public comments.

Levi Willow addressed the City Council and spoke about his concern with the number of apartments built and continuing to be built and possible overcrowding in Avondale. He inquired if previous City Manager, Charles Montoya, was influential on the vast number of apartments that have been installed within the City.

Vice Mayor Pineda closed public comments.

Councilmember White spoke about her experience during the previous election and noted candidates were being marginalized at the polls. She stated the appointment process was being influenced by a Councilmember Elect. She read Councilmember Elect Jeannette Garcia's twitter post and shared her feelings towards the post. Councilmember White recommended was City Council take a break and make their own uninfluenced decision at the next meeting. She expressed gratitude towards voters who elected her to serve with honor. Councilmember White moved to explore options with respect to the mayor vacancy process. Councilmember White's motion failed for a lack of a second.

Councilmember Nielson stated it was unnecessary for staff to go through the process of finding another Mayor to serve for 2-2 ½ months. He motioned to appoint Mike Pineda as Mayor to fill in until the begins his service in January.

Councilmember Solorio agreed with Councilmember Nielson and seconded his motion.

Councilmember Malone noted Vice Mayor Pineda won the election on July 30th and he should take the seat tonight and be sworn in as the next mayor.

Councilmember Conde noted it would be fitting to appoint Vice Mayor Pineda as Mayor to keep momentum going so important decisions can be made.

Councilmember Nielson moved to appoint Mike Pineda as Mayor; Councilmember Solorio seconded the motion.

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

Councilmember Conde	Aye
Councilmember Malone	Aye
Councilmember Nielson	Aye
Councilmember Solorio	Aye

Councilmember White	Aye
Vice Mayor Pineda	Aye

3. INSTALLATION OF MAYOR

The City Clerk swore in Mike Pineda as the newly appointed Mayor. This item was for discussion only.

4. APPOINTMENT OF COUNCILMEMBER

City Council a) received a presentation from staff regarding the process to fill the vacancy in Council; and b) discussed and appointed a candidate to fill the council-member vacancy.

Marcella Sarmiento, City Clerk, noted the Councilmember vacancy process mirrors that of the Mayor vacancy process. The seat of the councilmember must be filled by November 15, 2024.

Councilmember Malone noted appreciation and understanding for Councilmember White's comments. She motioned to appoint Jeanette Garcia as the next Councilmember. This will provide her with an opportunity to work with the council and help move the city forward.

Councilmember Conde thanked Councilmember White for being transparent and sharing heartfelt comments. It is important for the next council member to understand how council operates and works together for the betterment of the community.

Councilmember White believes this is the best way to remedy the situation and make sure the council continues the forward momentum.

Councilmember Nielson noted invite a new member, move forward, and continue to do our best for the residents in Avondale.

Councilmember Solorio discussed how everyone has their opinion and differences but in the end they all work well together for the residents of Avondale.

Councilmember Malone moved to appoint Jeannette Garcia as Councilmember; Councilmember White seconded the motion.

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

Councilmember Conde	Aye
Councilmember Malone	Aye
Councilmember Nielson	Aye
Councilmember Solorio	Aye
Councilmember White	Aye
Mayor Pineda	Aye

5. INSTALLATION OF COUNCILMEMBER

The City Clerk swore in Jeannette Garcia as the newly appointed Councilmember. This item was for discussion only.

6. ADJOURNMENT

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

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

Councilmember Conde	Aye
Councilmember Malone	Aye
Councilmember Garcia	Aye
Councilmember Nielson	Aye
Councilmember Solorio	Aye
Councilmember White	Aye
Mayor Pineda	Aye

The meeting was adjourned at 6:15 p.m.

Mike Pineda, 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 14th day of October 2024. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Sarmiento, City Clerk

Date Approved by City Council

ITEM NUMBER: 4.b.

SUBJECT: Resolution 1104-1124 - Intergovernmental Agreement - City of Glendale, City of Peoria, City of Surprise, City of Avondale and Maricopa County Community College District for the Glendale Regional Public Safety Training Center

MEETING DATE: 11/4/2024

TO: Mayor and Council

FROM: Dale Nannenga, Deputy City Manager

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

City Council will consider a request to adopt Resolution 1104-1124, authorizing an Intergovernmental Agreement amongst the City of Glendale, the City of Peoria, the City of Surprise, the City of Avondale, and the Maricopa County Community College District relating to managing and operating the regional public safety training facility known as the Glendale Regional Public Safety Training Center (GRPSTC) 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 City of Avondale has partnered with four other agencies to manage and operate GRPSTC, which includes classrooms, a driving track, and training equipment. The City of Avondale's commitment to funding GRPSTC operations was 3.9% of all costs. Initially, only the Avondale Fire and Medical Department (AVFM) participated in the original 30-year IGA partnership, which AVFM primarily used to train new firefighter recruits.

In 2019, the Avondale Fire and Medical Department transferred its partnership in the training center to the Avondale Police Department. The police department had specific training requirements that were not being met by using other facilities. In 2022, the Avondale Police Department joined other West Valley police departments in creating a police academy through the Maricopa County Community College District and hosted at GRPSTC.

Recently, additional police departments have expressed interest in joining the GRPSTC partnership,

necessitating restructuring the initial agencies' yearly costs, new partner costs, and the need for a new intergovernmental agreement.

DISCUSSION:

AVFM is currently using GRPSTC to train new firefighter recruits. The police department also uses the facility to train new police officers, and the driving track and firearm ranges are used for annual qualifications and training.

Several West Valley agencies have recently expressed interest in joining the GRPSTC training partnership. The training center's growth and operational needs require expansion and increased upkeep of current equipment and buildings. The opportunities to expand the number of partners have led to the operational necessity of revising the structure and contribution formulas for current and future partners.

The significant changes to the new five-year IGA includes:

- Changing the terms of the IGA from a 30-year agreement to a five-year agreement.
- The agreement specifically outlines which departments of a city are partners in the training center.
- A Pro Rata Share formula has been created by which partners use the facility, including training, maintenance, and operational costs. Based on the number of authorized sworn employees, Avondale's share has increased from 3.9% to 11.5%.
- Creates a formula by which other departments (police or fire) may join the partnership and what their Pro Rata Share costs will be. With each additional partner, the cost to the other partners is lowered.
- Defines how additional partners must pay a one-time "buy-in" for capital projects at the GRPSTC facility.
- The home agency is responsible for all personnel costs related to recruiting training officers and instructors for the fire training academy.

BUDGET IMPACT:

The estimated additional cost is \$184,000 for FY2025. Staff will transfer vacancy savings budget from the Police department to the Office of Public Safety to cover the additional cost this fiscal year. Additional supplemental funding will be requested during the budget process for FY2026.

RECOMMENDATION:

Staff recommends that the City Council approve the request to adopt Resolution 1104-1124 approving an Intergovernmental Agreement amongst the City of Glendale, the City of Peoria, the City of Surprise, the City of Avondale, and the Maricopa County Community College District relating to managing and operating the regional public safety training facility known as the Glendale Regional Public Safety Training Center (GRPSTC) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Dale Nannenga

RESOLUTION NO. 1104-1124

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE, ARIZONA FOR COOPERATIVE PUBLIC SAFETY TRAINING OPERATIONS.

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

SECTION 1. The Intergovernmental Agreement with the City of Glendale for cooperative Public Safety training operations (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, November 4, 2024.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1104-1124

[Agreement]

See following pages.

**GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER
INTERGOVERNMENTAL AGREEMENT BETWEEN AND AMONG
THE CITY OF GLENDALE, THE CITY OF PEORIA,
THE CITY OF SURPRISE, THE CITY OF AVONDALE, AND THE MARICOPA COUNTY
COMMUNITY COLLEGE DISTRICT**

THIS GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into as of the day and date set forth on the respective signature pages between and among the City of Glendale ("Glendale"), the City of Peoria ("Peoria"), the City of Surprise ("Surprise"), the City of Avondale ("Avondale") (individually a "Partnering Agency", collectively "Partnering Agencies"), and the Maricopa County Community College District ("MCCCD").

IN CONSIDERATION of the covenants, promises, terms, and conditions set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Partnering Agencies agree as follows:

1. Purpose and Intent of Agreement

- 1.1. Glendale intends to continue to develop, own, and manage a regional public safety training facility ("GRPSTC" or "Center") for use by federal, state, county, and municipal public safety agencies, as well as an Emergency Operations Center ("EOC"). The GRPSTC may also be used to train employees of private organizations that have a demonstrated need for personnel to be trained in public safety and emergency response, as may be provided in the Operations Manual. A map, site plan, and project narrative of the GRPSTC, which includes the location for the EOC, is described in or shown in Exhibit A attached hereto and made a part hereof by this Agreement (the "Facility Property").
- 1.2. This Agreement provides for the operation and funding of the GRPSTC and supersedes any and all agreements previously entered into for the operation of said facility. Glendale, Peoria, Surprise, Avondale, and the MCCCD are considered public sector organizations for purposes of this Agreement.
- 1.3. This Agreement shall not become effective or binding as to any Partnering Agencies or MCCCD unless and until all Partnering Agencies and MCCCD duly approve and execute this Agreement, and at such time as the last Partnering Agency or MCCCD, as the case may be duly approved and executes this Agreement, it shall be effective and binding for a term of five (5) years unless sooner terminated as set forth in Section 17 below.
- 1.4. Glendale is the sole owner of the GRPSTC. Nothing contained in this Agreement affects Glendale's ownership of the GRPSTC.
- 1.5. Glendale shall act as the GRPSTC's overall day-to-day manager, subject to the guidance of the Chiefs' Board and Executive Board.

- 1.6. For purposes of this Agreement, the terms "public safety employee" or "public safety staff" shall mean fire safety and law enforcement personnel, employees, or staff, as the case may be for each Partnering Agency or non-partnering public safety, governmental or private agency or entity utilizing the GRPSTC as provided in Section 10.1 below.
- 1.7. A.R.S. §11-952 permits governmental bodies to agree to allocate duties and benefits to each other by agreement and provides that public agencies may contract to perform any governmental service, activity, or undertaking.
- 1.8. Notwithstanding any term or provision outlined in this Agreement, Glendale shall have sole ownership, management, and operational control of the EOC. All costs for planning, development, construction, operation, management, and staffing of the EOC shall be exclusive of the GRPSTC capital construction and O&M costs and shall be fully borne by Glendale.

2. Contributions by Partnering Agencies

- 2.1. Each Partnering Agency and MCCCCD shall contribute toward annual operating, maintenance, and repair costs ("O&M Costs") in proportionate shares outlined in Section 12 below. The purpose of a Partnering Agency's contribution is to ensure an assured level of training slot availability for its public safety employees.

3. Regional Public Safety Training Center Allocations

- 3.1. This Agreement intends to provide a facility for training and educational programs that will be responsive to the needs of the Partnering Agencies. Priority shall be granted to partnering agencies for academy and ongoing public safety training to reasonably ensure that all such training needs are met.
- 3.2. At a minimum, Partnering Agencies and MCCCCD are provided a Pro Rata Share of academy slots and ongoing training time based on their total number of authorized full-time sworn employees as identified in the first quarter of each fiscal year. This number will be converted to a Pro Rata Share at the GRPSTC for that specific Partnering Agency.

MCCCCD's Pro Rata Share for purposes of this Agreement shall be and remain 9%. The City of Glendale's pro-rata share shall never fall below 51% but can increase based on the total number of authorized full-time sworn employees. If the City of Glendale's pro-rata share falls below 51% due to either a change to their total number of authorized full-time sworn employees, or the impact of adding additional Partnering Agencies, the difference between the City of Glendale's calculated pro-rata share and 51% will be added to the City of Glendale Fire Department with a commensurate and equal reduction to each non-Glendale Specific Partnering Agencies Pro Rata Share to ensure the total remains 100% for all Partnering Agencies and MCCCCD-GCC. There will be no change to the MCCCCD-GCC's Pro Rata Share of 9%.

The Partnering Agencies' total number of authorized full-time sworn employee count will be converted to their Pro Rata Share based on the following:

1. The sum of all Partnering Agency's total number of authorized full-time sworn employees to calculate "Total Current Users without GCC."
2. The "Total Current Users without GCC" is multiplied by 9% and then added to the "Total Current Users without GCC to calculate the "Total Current Users with GCC."
3. The "Specific Partnering Agency's Total Users" divided by the "Total Current Users with GCC" equals the "Specific Partnering Agency's Pro Rata Share."

Agency	Authorized Sworn Employees	Pro Rata Share
City of Glendale PD	444	31.8%
City of Glendale FD	267	19.2%
City of Surprise FD	200	14%
City of Peoria FD	205	14.4%
City of Avondale PD	165	11.5%
MCCCD - GCC	115	9 %
TOTAL	1396	100

MCCCD's Pro Rata Share for purposes of this Agreement shall be 9% of the total number of non-Partnering Agency academy training hours available at the GRPSTC between 7:00 a.m. and 10:00 p.m., Monday through Sunday; provided, however, that MCCCD is entitled to the minimum level of classroom and facility hours for training and educating its non-Partnering Agency students as provided in Section 13.7.

Notwithstanding the foregoing minimum Pro Rata Shares and classroom hours, all training and educational needs for the Partnering Agencies and classroom needs for MCCCD-GCC will be met to the greatest possible extent. Meeting those needs will be the primary purpose of, and determined and agreed upon by way of, the annual training and facility use schedule as discussed below.

3.3. In the event the GRPSTC brings in a new Partnering Agency, that agency will be required to pay a one-time "New Partnering Agency Capital Buy-In" based on the current number of calculated GRPSTC Users, the calculated 5-year average of GRPSTC O&M billing, and the number of new "Specific Partnering Agency's Total Users." The following steps should be followed to calculate the "New Partnering Agency Capital Buy-In."

1. Identify the regressed "5-Year GRPSTC O&M Billing Average" billed to the current Partnering Agencies and MCCCD-GCC.
2. Divide the "5-Year GRPSTC O&M Billing Average" by the "Total GRPSTC Users Including GCC" to identify the "Per User GRPSTC Fee". * DO NOT INCLUDE THE NEW AGENCY'S USERS IN THIS STEP

3. Multiply the new “Specific Partnering Agency’s Total Users” by the “Per User GRSPTC Fee” to calculate the “New Partnering Agency Capital Buy-In” amount.

Once the new Partnering Agency has submitted payment for their one-time “New Partnering Agency Capital Buy-In,” refer to the steps and process identified in 3.2 to calculate the new “Specific Partnering Agency’s Pro Rata Share”.

4. Glendale Regional Public Safety Training Center Governance

- 4.1. The overall goal in governing the GRPSTC shall be to establish operational, management, and executive structures that will provide the opportunity for Partnering Agencies to actively participate in the ongoing administration and management throughout the term of this Agreement.
- 4.2. The GRPSTC Executive Board, Chiefs' Board, and Operations Committee are established by this Agreement. The duties and responsibilities of the Executive Board, Chiefs' Board, and the Operations Committee are set forth in Sections 5, 6, and 7, respectively.
- 4.3. The governance objectives of this Agreement include:
 - 4.3.1. Provide a structure that enables administrative and fiscal review of the operation and maintenance of the GRPSTC by the Partnering Agencies and MCCCCD.
 - 4.3.2. Establish an organization that facilitates decision-making.
 - 4.3.3. Develop an organization that will remain flexible and meet the needs of the Partnering Agencies and MCCCCD over the term of the Agreement.
- 4.4. The purpose of the boards and committees established by this Agreement is to decentralize the decision-making process so that authority is delegated to the appropriate decision-making body for each such decision. Each board or committee has two general responsibilities in the decision-making process - either to "review and approve" an issue or item, in which case the decision-making authority rests with that board or committee, or to "review and recommend" an issue or item, in which case the recommendation and reasons, therefore, are passed on to the next higher board. The next higher board may adopt the recommendation, adopt the recommendation with modifications, or reject the recommendation, except as provided in Section 5.3 below. In the latter instance where a higher board rejects the recommendation of the next lower board or committee, it shall pass the issue back to the next lower board or committee with a written statement explaining the reason or reasons why the higher board rejected the next lower body's recommendation. The lower body shall then conduct further review and study of the issue or item and pass it up to the higher board with its recommendation and reasons.

5. Executive Board

- 5.1. The Executive Board consists of the Glendale City Manager, Peoria City Manager, Surprise City Manager, Avondale City Manager, and the Chancellor of MCCCCD.

- 5.1.1. The Chief's Board Chairman and the Center Director will attend Executive Board meetings as non-voting members. The Executive Board will meet as necessary but not less than semi-annually. Meetings will be scheduled on not less than sixty (60) days written notice to each Partnering Agency and MCCCCD, except upon consent of all of the members of the Executive Board.
- 5.1.2. Executive Board members may appoint alternates who may attend Executive Board meetings but who shall not have a vote except in the absence of the respective Board member. In the case of an absence of an Executive Board member, an appointed alternate shall have a voting right on behalf of the Partnering Agency or MCCCCD, as the case may be. An Executive Board member may not designate another Executive Board member to be their proxy for voting purposes.
- 5.1.3. The Glendale City Manager shall serve as chairman of the Executive Board and shall preside at and conduct all meetings of the Executive Board. Glendale will provide a secretary to take minutes. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the members.

5.2. Role, Duties, and Responsibilities of the Executive Board:

- 5.2.1. Review and approve the three-phase Capital Improvement Plan.
- 5.2.2. Review and approve the annual GRPSTC operating and maintenance budget for the period July 1st through June 30th on or before January 1st for the following fiscal year.
- 5.2.3. Review and approve the GRPSTC Operations Manual which governs the GRPSTC planning and operating functions, including policies and procedures, training standards, recommendations, grievances, and arbitration, and any amendments thereto.
- 5.2.4. Authorize the disposition or settlement of any legal action, claim or lawsuit involving the GRPSTC or Partnering Agencies and/or MCCCCD arising out of or in connection with operations of the GRPSTC.
- 5.2.5. All other duties and responsibilities as provided for in this Agreement, as may be amended from time to time.

- 5.3. Before any action or decision of the Executive Board is taken or made, the members present shall have the opportunity to discuss their respective agency's positions or opinions on matters before the Executive Board. Actions shall be determined by a unanimous vote of members present at a meeting; provided, however, where a vote of the members present does not result in a unanimous decision, Glendale shall have final decision-making authority to approve or reject, without modification, the Capital Improvement Plan, the Center O&M budget, and the GRPSTC Operations Manual as recommended by the Chiefs' Board. In the event of a decision to reject either the Capital Improvement Plan, the Center O&M Budget or the GRPSTC Operations Manual, the process set forth in Section 4.4 shall be followed. Glendale shall also have final decision-making authority on the disposition or settlement of legal actions, claims or lawsuits

arising out of or in connection with the operations of GRPSTC subject to the provisions of Section 15 below.

6. Chiefs' Board

6.1. The Chiefs' Board consists of the following:

Glendale Police Chief	Glendale Fire Chief
Avondale Police Chief	Peoria Fire Chief
Surprise Fire Chief	MCCCD Police Program Chair
MCCCD Fire Program Chair	

6.1.1. In the event of removal, resignation, or death of a member, the appointing governing body shall promptly appoint a successor to fill the position. The Partnering Agency and MCCCD shall inform the chair of the Chiefs' Board of the name of the member to be replaced and the successor for their respective agency.

6.1.2. The Center Director will attend meetings of the Chiefs' Board but shall not have a vote.

6.2. Role, Duties, and Responsibilities of the Chiefs' Board:

6.2.1. At the first meeting, and thereafter at its first meeting at the beginning of each fiscal year (July 1st through June 30th), the Chiefs' Board shall elect a chairman and vice-chairman. Neither MCCCD representative may serve in this capacity. The chair shall preside at and conduct all meetings of the Chiefs' Board. The Chiefs' Board Chairman shall serve as the primary point of contact for the Center Director. In the absence or inability of the chair to act, the vice- chair shall act as the chair. Glendale will provide a secretary to maintain meeting minutes and notify board members of meetings and agendas. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the Chiefs' Board members and the members of the Executive Board.

6.2.2. To meet as necessary but not less than quarterly to carry out the following duties and responsibilities:

6.2.2.1. Review and approve policies and procedures as proposed by the Operations Committee.

6.2.2.2. Review and recommend approval to the Executive Board of the annual operating and maintenance budget for the GRPSTC as prepared by the Center Director and Operations Committee.

6.2.2.3. Annually review and recommend approval to the Executive Board of the Capital Improvement/Facilities Maintenance Plan for the GRPSTC.

6.2.2.4. Annually review and recommend approval to the Executive Board of the GRPSTC Operations Manual as prepared by the Center Director and Operations Committee.

6.2.2.5. All other duties and responsibilities as directed on an ad hoc basis by the Executive Committee or provided for in this Agreement as it may be amended from time to time.

6.3. The four (4) quarterly meetings of the Chiefs' Board will be scheduled annually each December for the following calendar year. Any meetings in addition to the four quarterly meetings will be scheduled on not less than thirty (30) days written notice to each Partnering Agency and MCCCCD, except (i) upon the consent of all of the members of the Chiefs' Board, or (ii) in the event of an emergency at which point all Chiefs' Board members will be notified, and all reasonable efforts will be made to accommodate member schedules. At least four (4) voting members of the Chiefs' Board, or their respective alternates, must be present to constitute a quorum for the transaction of business, except that a lesser number may adjourn for lack of a quorum. Actions shall be determined by a majority of members present at a meeting when a quorum exists.

6.4. Members of the Chiefs' Board shall vote on all items by one vote per Chiefs' Board representative.

6.5. Chiefs' Board Members may appoint an alternate. An alternate Chiefs' Board member shall only have a voting right in the absence of the regular member.

6.6. A Chiefs' Board member may not designate another Chiefs' Board member as their proxy for voting purposes.

7. Operations Committee

7.1. The Operations Committee shall consist of one representative from:

Glendale Police Department	Glendale Fire Department
Avondale Police Department	Peoria Fire Department
Surprise Fire Department	MCCCCD Fire Program
MCCCCD Police Program	

7.2. Each member of the Operations Committee shall serve at the pleasure of the appointing authority of the Partnering Agencies or MCCCCD, as the case may be, which may replace the members as it wishes. In the event of removal, resignation, or death of a member, the appointing governing body shall promptly appoint a successor to fill the position. Each participating Partnering Agency and MCCCCD shall inform the Operations Committee chair of the members names for their respective Partnering Agency or MCCCCD-GCC as the case may be.

7.3. The Center Director shall serve as the chair of the Operations Committee. The chair shall preside at and conduct all meetings of the Operations Committee. The Committee will elect a vice-chairman. In the absence or inability of the chair to act, the vice chair shall

act as the chair. Glendale will provide a secretary to maintain meeting minutes and notify committee members of meetings and agendas. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the Operations Committee members and the chairs of the Executive and Chiefs' Boards.

- 7.4. The majority of the Operations Committee constitutes a quorum for the transaction of business, except that a lesser number may adjourn for lack of a quorum. Actions shall be determined by a majority of members present at a meeting when a quorum exists.
- 7.5. Members of the GRPSTC Operations Committee shall vote on all items based on one vote per Committee member. The Center Director as chair shall not have a vote except in the case of a tie. If the vice- chairman acts as chair in the absence of the Center Director, he shall have a vote in all matters.
- 7.6. Alternate members to the Operations Committee may be appointed by the Chiefs of the respective Partnering Agencies or MCCCCD as the case may be. An alternate Operations Committee member shall only have a voting right in the absence of the regular member.
- 7.7. An Operation's Committee member may not designate another Operations Committee member to be their proxy for voting purposes.
- 7.8. Role, Duties, and Responsibilities of the Operations Committee:
 - 7.8.1. To meet quarterly, the Committee may have as many meetings needed to conduct any pressing business if they are requested by a majority of the members. The date and hour of any regular meeting shall be scheduled on an annual basis by the Operations Committee Chair, making every effort to have a quorum present.
 - 7.8.2. Develop and recommend approval of the GRPSTC Operations Manual.
 - 7.8.3. The Center Director will develop, and the Operations Committee will review and recommend to the Chiefs' Board an estimated GRPSTC annual operational and maintenance budget no later than November 15th and a final O&M budget no later than December 1st for the following fiscal year (July 1st - June 30th).
 - 7.8.4. All other duties and responsibilities, as directed by the Chiefs' Board on an ad hoc basis or as provided for in this Agreement, may be amended as needed.

8. Attendance and Participation by Other Agencies

- 8.1. Local, state, and federal representatives of public safety or service agencies who are not Partnering Agencies to this Agreement may attend GRPSTC Operations Committee meetings but shall not have voting rights.
- 8.2. Local, state, and federal public safety or service agencies that are not Partnering Agencies will not have scheduling priority as provided in Section 10.1 below and will pay a fee for using the GRPSTC facilities. The parameters for renting the facility and the type of

agencies that will be allowed to rent the facility shall be outlined in the GRPSTC Operations Manual.

9. Center Director and Day-to-Day Management

9.1. As the day-to-day manager of the GRPSTC, Glendale shall have the responsibility to:

- 9.1.1. Maintain the GRPSTC in good condition and in compliance with an approved comprehensive maintenance and repair schedule. This shall include all such maintenance, repair, and construction work but not limited to all structures, utilities, walkways, HVAC systems, electrical systems, plumbing systems, and all components of the interior and exterior of all structures, including painting. Maintenance will be to the same standard as other Glendale facilities and preventive maintenance will be to industry standards and manufacturers' recommendations.
- 9.1.2. Maintain all roads, parking areas (public, secure, and training staging and operations), skid pad, perception reaction course, Emergency Vehicle Operator's Course (EVOC), metro street area, and patios.
- 9.1.3. Contract all custodial functions, including daily cleaning, trash removal, periodic window and carpet cleaning, and other specialty cleaning as needed.
- 9.1.4. Maintain all landscaping and irrigation systems.
- 9.1.5. Maintain fire training props (exterior and interior).
- 9.1.6. Contain, collect, and abate lead expended at the arms qualification ranges.
- 9.1.7. Develop facility management contracts with vendors.
- 9.1.8. Make emergency repairs 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.
- 9.1.9. Establish and maintain accounts and records, including personnel, property, financial, project management, and other records, as required by Glendale and consistent with generally accepted accounting principles to ensure proper accounting for all ongoing operations and maintenance costs.
- 9.1.10. Provide notice to Partnering Agencies, MCCCCD, and other interested parties of scheduled maintenance or repair that could potentially disrupt GRPSTC operations.

9.2. The GRPSTC Director (also referred to as "Center Director") shall be appointed by and serve at the pleasure of the Glendale Fire Chief as provided herein and shall be in the classified service of Glendale in the rank and grade not lower than that of a Glendale Deputy Fire Chief. The Center Director's salary and benefits shall be paid out of the Center O&M Budget.

- 9.2.1. Appointment of the Center Director.

9.2.1.1. The Center Director shall be a sworn Glendale Deputy Fire Chief or higher rank, or a non-sworn person qualified for the position.

9.2.1.2. The members of the Chiefs' Board will participate in the selection process of the Center Director and will recommend to the Glendale Fire Chief. After receiving recommendations from the Chiefs' Board members participating in the selection process, the Glendale Fire Chief will select the Center Director.

9.2.2. Evaluation of Center Director.

9.2.2.1. Through the Chiefs' Board's annual review and approval of the annual training plan and schedule for the GRPSTC, the Board will establish priorities for the Center Director for the upcoming year related to the GRPSTC. With input from the Executive Board and Operations Committee, the Chiefs' Board may make recommendations to Glendale regarding the Center Director's performance when Glendale is preparing to conduct the Director's evaluation. Glendale agrees to consider the Chiefs' Board's recommendations in conducting the Director's performance evaluation. In addition, Glendale may use additional criteria to evaluate the Director's performance for the year.

9.2.3. Vacancy in Center Director's Position

9.2.3.1. If the Center Director's position becomes vacant while this Agreement is in effect, Glendale agrees to provide an interim Center Director and to recruit and select a new Director as outlined herein.

9.2.3.2. If the newly appointed director is not a current member of the Glendale Fire Department, the center budget will pay for all recruitment and selection costs for the Center Director.

9.3. Glendale will provide staff to manage the day-to-day maintenance, operation, and repair of the GRPSTC, which will be subject to review and advice from the Chiefs' Board and Operations Committee. These employees will be employees of Glendale and will be granted all the rights and benefits accruing to Glendale employees within their respective classifications. All costs for recruitment, selection, salary, and benefits for the positions shall be paid out of the Center Budget.

9.4. Glendale shall be responsible for engineering, operating, administering, maintaining, and repairing the GRPSTC's data, telecommunications, and video technology and infrastructure.

9.4.1. The annual operating, maintenance, and repair costs incurred by Glendale for engineering, operating, administering, maintaining, and repairing the data, telecommunications, and video technology and infrastructure shall be borne by the Partnering Agencies and MCCCCD as described in Section 12 of this Agreement. IT and Telecommunications representatives from all Partnering Agencies and MCCCCD will be advised regarding maintenance and upgrade of equipment to support these backbones.

9.4.2. Each Partnering Agency and MCCCCD shall be responsible for the costs of repair of damage, beyond ordinary wear and tear, to the IT and telecommunication technology and infrastructure of the GRPSTC caused by that Partnering Agency or MCCCCD as the case may be. The Center Director shall determine the costs of repair and whether such repairs are beyond ordinary wear and tear.

9.5. Glendale will acquire, hold, or dispose of property necessary to operate the GRPSTC. All fixed facilities and "GRPSTC" equipment shall belong to Glendale. Partnering Agencies and MCCCCD will acquire, hold, maintain, or dispose of their respective property housed at the GRPSTC.

10. Annual Training Schedule and Operations Manual

10.1. The utilization and operation of the GRPSTC for Partnering Agency and MCCCCD academies, ongoing training, and educational usage shall be in the following order of priority:

10.1.1. First priority is given to Partnering Agencies and MCCCCD to reasonably ensure that all Partnering Agency training needs are met. At a minimum, Partnering Agencies will be provided a Pro Rata Share of ongoing training time based on their respective contributions, and MCCCCD will be provided its minimum classroom time as provided in Section 13.7 below. Even with the minimum Pro Rata Shares and minimum classroom time, all training and educational needs for the Partnering Agencies and classroom time for MCCCCD will be met to the extent possible.

10.1.2. Second priority will be given to non-partnering public safety agencies located in Maricopa County.

10.1.3. Third priority is given to municipal, and county public safety agencies located outside of Maricopa County.

10.1.4. Fourth priority goes to other governmental agencies and personnel.

10.1.5. Fifth priority goes to private entities that have a demonstrated need for personnel to be trained in public safety and emergency response as provided for in the Operations Manual.

10.2. The Center Director and the Operations Committee will develop a GRPSTC Operations Manual to be submitted to the Chiefs' Board and Executive Board for review and approval every two years. The Operations Manual will include but is not limited to the following:

10.2.1. Scheduling procedures (including a classroom utilization plan for each fiscal year).

10.2.2. Policies, procedures, and practices for day-to-day (or otherwise necessary and beneficial to the) operations of the GRPSTC.

10.2.3. The staffing and organizational structure of the GRPSTC.

- 10.2.4. The core curriculum and training standards to be provided by MCCCCD for public safety and fire "academy" training as well as ongoing instruction, in-service and professional development.
 - 10.2.5. Policies, procedures, practices, terms, and rental fees for use of the GRPSTC by non-partnering agencies.
 - 10.2.6. Partnering Agency and MCCCCD responsibilities when using the GRPSTC.
 - 10.2.7. Policies and procedures for using the GRPSTC props.
 - 10.2.8. A process and standards to determine whether and which private entities have a demonstrated need for personnel to be trained in public safety and emergency response.
 - 10.2.9. Provisions dealing with national and state public safety regulatory and certifying agencies to, among other things, allow access to GRPSTC documents, information, meetings as reasonably necessary to fulfill their regulatory and/or certification responsibilities and for the GRPSTC to comply with all applicable regulatory requirements and achieve necessary certifications.
 - 10.2.10. Provisions dealing with engineering, operations, administration, maintenance and repair of data, telecommunications, and video technologies and other electronic and communications infrastructure ("Technology Infrastructure"), including but not limited to ongoing and annual engineering, operations, administration, maintenance, and repair as well as upgrading of such Technology Infrastructure.
 - 10.2.11. GRPSTC purchasing and procurement procedures consistent with the Glendale Charter and City Code.
 - 10.2.12. General guidance for the Center Director necessary for the professional operation and management of the GRPSTC.
 - 10.2.13. Any other matters deemed necessary or beneficial by the Center Director and Operations Committee.
- 10.3. The Center Director and the Operations Committee will develop an annual schedule for the GRPSTC for approval by the Chiefs' Board. This schedule shall include all the received requests for facility usage from all the Partnering Agencies and MCCCCD and then be subsequently formulated by the Center Director and the Operations Committee in a timely manner so that the Chiefs' Board may approve the plan on or before June 30th for the following fiscal year. The schedule of all received requests must be developed by June 1st for the following calendar year. Any subsequent requests will be handled on a first-come, first-serve basis. Even with the minimum Pro Rata Shares and minimum classroom time, all training and educational needs for the Partnering Agencies and classroom time for MCCCCD will be met to the extent possible.
- 10.4. The Center Director shall be responsible for the maintenance, operation, and repair of vehicles utilized by the GRPSTC and for maintaining such vehicles in sound

operating condition in accordance with generally recognized and accepted preventive maintenance standards for such vehicles.

11. Regional Public Safety Training Center Facilities

- 11.1. None of the Partnering Agencies, including Glendale or MCCCCD, shall alter, repair, modify, or change the premises of the GRPSTC without the express written permission and approval of the Glendale Field Operations Department and the Chiefs' Board.

12. Budget, Finances, and Partnering Agency Costs

- 12.1. Glendale will annually assess Partnering Agencies for maintenance, repair, operation (collectively "O&M"), and development of contingency accounts or fund balances. These accounts will be used for unforeseen major repairs. Glendale will administer the O&M and contingency accounts and will review and approve them annually by all GRPSTC boards.
- 12.2. MCCCCD's contribution to the annual O&M account is based on and limited to funds received from its Governing Board. MCCCCD will contribute the MCCCCD portion of its approved funding to this account.
- 12.3. Annual operating, maintenance, and repair costs for the GRPSTC shall be shared by the Partnering Agencies based upon the Pro Rata Shares as defined in Section 3.2. MCCCCD and the Partnering Agencies may determine that tuition and fees for college credit courses earned through MCCCCD by Partnering Agency students is credited and offset against MCCCCD's Pro Rata Share of annual O&M costs. MCCCCD will bill all partnering agencies based on actual class costs. MCCCCD will be billed in the same manner as all other partnering agencies. MCCCCD, through its participating colleges, will fund the O&M costs based upon lump sum budget allocations approved annually by the MCCCCD's governing board for those colleges based upon total budget needs identified by such participating colleges. In September of each year, the Center Director will develop a budget and potential supplementals and present to the Operations Committee, which will review and make a recommendation to the Chiefs' Board. This estimated GRPSTC annual O&M Budget and supplementals will be presented to the Chief's Board no later than October 15th for approval and recommendation for approval to the Executive Board. The final O&M budget for the following fiscal year will not be available until the City of Glendale City Council approves a tentative annual budget.
- 12.4. Annual operating, maintenance, and repair costs for the GRPSTC will include:
 - 12.4.1. Authorized personnel salaries and benefits.
 - 12.4.2. Services and supplies include, but are not limited to, utilities, office supplies, maintenance supplies, and contractual services.
 - 12.4.3. Expenditures related to facility repair and maintenance.
 - 12.4.4. Assessed contributions to the capital improvement projects and contingency/fund balance account.

- 12.4.5. Liability Insurance as provided in Section 15 below.
 - 12.4.6. Property insurance as provided in Section 15 below; and
 - 12.4.7. Other expenditures approved by the Chiefs' Board.
- 12.5. 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, ammunition, fire, and police training equipment used by each jurisdiction, etc.).
- 12.6. Each Partnering Agency shall also bear, at its own expense, the actual per head training costs for the training of its respective academy recruits. These costs are broken down as follows:
- 12.6.1. Fire recruit training costs will be evenly split by the fire partners (Glendale, Surprise, & Peoria). Costs will be based on three classes of 45 recruits per class annually. All costs for supplies and services will be reviewed and approved during the budget process defined in section 12.3. The approved costs will be added to the partners annual O&M invoice. There will be no additional costs for overtime and no credits provided for RTO's. All personnel costs for RTO's/RTI's and support staff will be the responsibility of the home agency.
 - 12.6.2. Police recruit training will be the responsibility of the home agency to cover all supply and service costs to include training officers compensation.
- 12.7. Glendale shall invoice each Partnering agency on an annual basis for their proportionate share of O&M and contingency/fund balance contributions, if any, following the reconciliation of all expenditures. All partnering agencies will be billed based on the approved budget for the current fiscal year. The bill will include a reconciliation of all expenditures for the previous year. If a Partnering Agency has leftover funds at the end of the fiscal year, it shall be the Partnering Agency's responsibility to request their refund. If a Partnering Agency elects to leave their funds at the GRPSTC, those funds will be placed into the contingency/fund balance account to be used by the agency to cover unforeseen cost in the future.
- 12.8. All capital contributions required to be paid by Partnering Agencies will be included in the three-phase CIP process, provided, however, the Capital Improvement Plan shall be presented as a five-year plan, which will be reviewed and updated annually. Capital contributions by the Partnering Agencies shall be assessed to the Partnering Agencies by Glendale in the year the funds are required to begin the capital project. Such assessments will be due and payable by the Partnering Agencies as provided in Section 12.10 below.
- 12.9. Assessed contributions to the capital improvement projects and contingency fund shall be paid within thirty (30) calendar days of receipt of invoice from Glendale. For all other assessments, each Partnering Agency shall make payment to Glendale within sixty (60) calendar days of receipt of the invoice. If these assessments are not paid by the

applicable due date, the Partnering Agency shall be in default and subject to termination in accordance with Section 17 of this Agreement.

12.10. Each Partnering Agency shall reimburse GRPSTC for the costs of repairing damage beyond ordinary wear and tear caused by that Partnering Agency. The Center Director shall determine the costs of repair and whether such repairs are beyond ordinary wear and tear and report to the Chiefs' Board. This provision does not apply to claims covered under any property coverage or insurance.

12.11. Glendale will administer the GRPSTC's financial activities as a separate special revenue fund in accordance with generally accepted accounting principles. The Executive Board and Chiefs' Board oversee and control all GRPSTC accounts.

12.11.1. Expenditures from the Center Special Revenue Fund require the approval of the Center Director. In the absence of the Center Director, the chair of the Chiefs' Board or vice-chair may approve.

12.11.2. The Center Special Revenue Fund will receive and separately account all income belonging to the GRPSTC, including the Partnering Agencies' annual contributions and outside rental income.

12.11.3. All monies not expended in the Center Special Revenue Fund will remain the fund's property and roll forward into the next fiscal year for expenditure in accordance with 12.4.

12.11.4. Any interest earned on the monies in the Center Special Revenue Fund, after deducting applicable bank charges, must be credited to this fund.

12.11.5. Glendale will follow the purchasing requirements defined in the Charter and Code of the City of Glendale.

12.11.6. All expenditures, contracts, purchase orders, and service orders from any of the three GRPSTC budgets must be authorized by the Center Director prior to being procured.

12.12. Nothing in this Agreement will abrogate the budgeting and appropriation authority of the legislative and/or governing bodies of the respective Partnering Agencies or MCCCCD.

13. Maricopa County Community College District

13.1. MCCCCD will be entitled to offer at least 2,000 classroom hours and 1,200 laboratory hours annually at the GRPSTC. MCCCCD can offer classes and/or training in three types of formats:

13.1.1. Credit-generating for credit courses.

13.1.2. Workshops, non-credit.

13.1.3. Combination.

- 13.1.4. All MCCCCD class offerings will be scheduled in accordance with Section 10.3.
- 13.2. MCCCCD will be the primary educational institution offering college courses at the GRPSTC. No other educational institution will be allowed to compete with MCCCCD unless:
 - 13.2.1. MCCCCD is given first "right of refusal." MCCCCD may partner with the requesting institution. If MCCCCD cannot or will not offer the course within six months, then:
 - 13.2.1.1. The requesting institution will be allowed to offer the course subject to the criteria and parameters set forth by the Chiefs' Board.
 - 13.2.1.2. If there is a conflict between the Chiefs' Board and MCCCCD, the Executive Board will mediate the matter.
 - 13.2.1.3. The requesting institution will be subject to the same fees and requirements as any non-partnering agency renting the facility, as listed in the Operations Manual.
- 13.3. All Partnering Agency instructors teaching MCCCCD college courses for credit shall comply with MCCCCD's rules and regulations for contract instructors.
- 13.4. Each time Partnering Agency personnel attend an MCCCCD college course at the GRPSTC, they will complete a course registration form and follow other MCCCCD registration procedures.
- 13.5. The Partnering Agencies reserve the right to use their instructors for their respective public safety agency training at the GRPSTC. The Partnering Agency instructors who teach such courses are not subject to Section 13.3 if the courses are not offered for MCCCCD college credit.
- 13.6. All instructors teaching GRPSTC courses shall comply with GRPSTC rules and regulations for instructors.
- 13.7. Nothing herein shall preclude MCCCCD from developing its own course and instructional materials to benefit MCCCCD students. All courses and instructional materials taught at the GRPSTC must be law enforcement or fire science related. Nothing herein shall preclude the GRPSTC from developing its own courses and instructional materials for the benefit of trainees assigned to the GRPSTC by the Partnering Agencies. Moreover, each Partnering Agency may develop its own courses and instructional materials for the benefit of trainees specifically assigned to the GRPSTC by that Partnering Agency.
- 13.8. The Partnering Agencies acknowledge that they might have access to MCCCCD's student educational records at the GRPSTC. The Partnering Agencies agree that they will comply with the requirements of the Family Educational Rights and Privacy Act of 1974 (as may be amended from time to time) to safeguard those records from improper

disclosure, that access to those records will be limited to only those persons whose access is necessary as a function of the GRPSTC, and that those records will not be disclosed without the prior written consent of the student permitting release of the information according to such consent.

14. Hold Harmless and Indemnification

- 14.1. Each Partnering Agency and MCCCCD agree that it will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgement made against that party to the extent arising from any negligent, reckless, or intentional act or omission by any of that party's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.
- 14.2. Each Partnering Agency and MCCCCD shall be solely responsible for the cost of repair of damage to GRPSTC caused by that Partnering Agency or MCCCCD, as the case may be.
- 14.3. Each Partnering Agency and MCCCCD (an "Indemnitor") shall indemnify, hold harmless, and defend the GRPSTC and each other Partnering Agency and MCCCCD (the "Indemnified Parties") against all claims and lawsuits resulting from any claim, demand, cost, or judgment made against the GRPSTC and the Indemnified Parties to the extent arising from any negligent, reckless, or intentional act or omission by any of the Indemnitor's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.
- 14.4. In the event of any lawsuit that names the GRPSTC or more than one Partnering Agency and/or MCCCCD 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.
- 14.5. The Partnering Agencies and MCCCCD further agree that they are not joint employers for the purpose of workers' compensation coverage and that any Partnering Agency or MCCCCD employee assigned to the GRPSTC shall remain an employee of such Partnering Agency or MCCCCD as the case may be.

15. Insurance

- 15.1. Partnering Agencies and MCCCCD mutually agree to meet their respective financial responsibilities regarding liability arising out of this Agreement through either the purchase of insurance or the provision of a self-funded insurance program.
- 15.2. Each Partnering Agency and MCCCCD shall be fully responsible for any workers' compensation claims made by any individual assigned by that particular Partnering Agency or MCCCCD to the GRPSTC for training, education, or development.

- 15.3. The Center Director shall secure and maintain indemnification and proper proof of insurance coverage from any non-partnering agency assigning individuals to the GRPSTC for training or development.
- 15.4. GRPSTC shall make provision for and maintain all standard and prudent liability insurance coverage with a deductible in an amount equal to the mandatory arbitration limit as set by the Maricopa County Superior Court. Coverage shall be secured through the placement of coverage with a third-party insurer. All coverage costs will be incorporated into the GRPSTC annual O&M Budget and will be pro-rated per the Pro Rata Share of the Partnering Agencies, and MCCCCD annually, as established in Section 12.
- 15.5. This section shall be limited to the extent provided for insurance secured through a third-party insurer in the contract. The authority for settling any claim or lawsuit against the GRPSTC or all of the Partnering Agencies and MCCCCD shall lie with the Executive Board. It shall be provided for by funds allocated among the Partnering Agencies and MCCCCD, whether such funds are available through the GRPSTC annual budget or additional contributions from the Partnering Agencies and MCCCCD are required. Except to the extent provided for in the contract for insurance secured through a third-party insurer, the authority to settle any claim or lawsuit arising out of or in settling any claim or lawsuit against the GRPSTC or all of the Partnering Agencies and MCCCCD shall lie with the use or operation of the GRPSTC made against an individual Partnering Agency, MCCCCD or some of the Partnering Agencies and/or MCCCCD not amounting to all of the Partnering Agencies and MCCCCD shall lay with the individual Partnering Agency, Agencies and/or MCCCCD in accordance with any governing legal authorities applicable to such Partnering Agency, Agencies and/or MCCCCD, as the case may be.
- 15.6. Glendale will obtain property insurance on an all-risk, replacement-cost basis for coverage of the GRPSTC. Under the property insurance charge, Glendale will develop a charge for losses within its deductibles. The costs of property insurance and the charge for losses with deductibles will be pro-rated per the Pro Rata Share of the Partnering Agencies and MCCCCD on an annual basis, as established in Section 12.
- 15.7. This section shall be limited to the extent provided for insurance secured through a third-party insurer in the contract. All claims or lawsuits filed against the GRPSTC or all the Partnering Agencies and MCCCCD shall be handled under the direction of the Glendale City Attorney. In the event a liability claims, or lawsuit is filed against the GRPSTC or all the Partnering Agencies and MCCCCD related to the use and operation of the GRPSTC, there shall be a meeting between the risk managers and staff attorneys from each Partnering Agency and MCCCCD to discuss how best to address the claim or lawsuit. Should the parties agree to settle any claim or lawsuit against the GRPSTC, the risk managers and staff attorneys will make such a recommendation to the Executive Board. In the event of a disagreement among the risk managers and staff attorneys regarding legal strategies, tactics, and options involving a claim or lawsuit against the GRPSTC or all the Partnering Agencies and MCCCCD, the Glendale City Attorney shall have the final determination. Notwithstanding the foregoing, the authority to settle any claim or lawsuit arising out of or in connection with the use or operation of the GRPSTC made against an

individual Partnering Agency or MCCCCD or some of the Partnering Agencies and MCCCCD not amounting to all of the Partnering Agencies, and MCCCCD shall lay with the individual Partnering Agency, Agencies, and/or MCCCCD in accordance with any governing legal authorities applicable to such Partnering Agency, Agencies, and/or MCCCCD as the case may be.

16. Agreement Modification and Integration

- 16.1. Prior to processing an amendment, the Chiefs' Board shall provide a recommendation and forward it to the Executive Board for approval. To be effective, any modification of this Agreement must be in writing, signed by the parties, and approved by their respective governing bodies. The addition of any new Partnering Agency or a substitute Partnering Agency as provided for in Section 17 below shall constitute an amendment to this Agreement. It shall be processed pursuant to this section.
- 16.2. This Agreement, including the attachments and any amendments and other documents specifically incorporated by reference, represents the entire understanding of the parties for the matters contained herein. Oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement.

17. Termination of Agreement and Assignment

- 17.1. Voluntary Termination
 - 17.1.1. Any party wishing to terminate participation prior to the end of the 5-year term must provide no less than 12 months' written notice of intent to terminate.
 - 17.1.2. Any party voluntarily terminating in accordance with this section shall forfeit any of its Phase I, II, III, or IV capital construction contributions to the extent paid and any contribution made to the annual operating, maintenance, and repair costs referenced in Section 12 of this agreement.
 - 17.1.3. The Partnering Agencies acknowledge that Phases I, II, III, and IV are planned and budgeted based on all of the Partnering Agencies' full participation in the 5-year term of this Agreement. Therefore, notwithstanding the voluntary termination of a Partnering Agency, such Partnering Agency shall be liable for any costs associated with restructuring or reconfiguring the site plans for the physical facilities of the Center as a result of such withdrawal.
 - 17.1.4. After a voluntary termination, the Partnering Agency or MCCCCD may rent space at the GRPSTC under the same terms and conditions as any other non-participating agency.
- 17.2. Assignment
 - 17.2.1. A party may fully assign its rights and obligations under this Agreement as provided herein. No partial assignment of a party's rights and obligations hereunder shall be permitted.

17.2.2. Before any assignment, a party desiring to make an assignment of all of its rights and obligations hereunder (the "Assigning Party") must first offer to all of the remaining parties collectively (the "Remaining Parties") the right to acquire the Assigning Party's rights and obligations under terms and conditions mutually agreeable to all of the parties. If the Remaining Parties choose not to collectively acquire the Assigning Party's rights and obligations under this Agreement, the Assigning Party must offer to any one or more of the Partnering Agencies or MCCCCD individually or in a group less than the whole of the Remaining Parties the right to acquire the Assigning Party's rights and obligations under terms and conditions mutually agreeable to those parties. If no individual or group of Remaining Parties chooses to acquire the Assigning Party's rights and obligations under this Agreement, the Assigning Party may offer to assign its rights and obligations under this Agreement to another governmental agency ("New Partner") under the same terms and conditions as offered to the Remaining Parties previously. An assignment to a non-governmental agency shall not be permitted.

17.2.3. The Assigning Party's rights and obligations hereunder may only be assigned by a written instrument approved by the respective governing bodies of the New Partner and Remaining Parties, expressly assigning such rights, and approved by the governing body of the New Partner, specifically assuming such rights and obligations.

17.2.4. Upon approval of an assignment and assumption hereunder, the Assigning Party's rights and obligations hereunder shall terminate.

17.3. Involuntary Termination

17.3.1. The failure of any party to adhere to the terms and conditions of this Agreement, including timely payment of fees due, may constitute grounds for that party's involuntary termination from participation in the GRPSTC.

17.3.2. A party in breach of any of the terms of this Agreement ("Breaching Party") must be notified in writing by the Center Director that, unless it comes into compliance within thirty (30) days of receipt of written notice, its participation in the GRPSTC may be involuntarily terminated.

17.3.3. If the Breaching Party fails to remedy the breach within the specified time frame, the issue of its involuntary termination will be considered by the Executive Board if the Chiefs' Board recommends by a majority vote to the Executive Board that the Breaching Party be involuntarily terminated.

17.3.4. The Executive Board will provide the Breaching Party an opportunity to appear before it and to show why its participation in the GRPSTC should not be involuntarily terminated. The failure of the Breaching Party to appear shall constitute a waiver of any future right to do so.

17.3.5. Upon unanimous agreement of the parties not in default, the Executive Board will notify the Breaching Party in writing that its participation in the GRPSTC is terminated and that it will forfeit any claim to any GRPSTC assets.

- 17.4. Glendale retains the right to seek legal redress, if necessary, to obtain payment on amounts due from other Partnering Agencies and MCCCCD.
- 17.5. A Partnering Agency or MCCCCD terminated for late, or non-payment forfeits any claim to any GRPSTC assets or use of the GRPSTC as a party to this Agreement.
- 17.6. A Partnering Agency or MCCCCD whose participation in the GRPSTC has been involuntarily terminated in accordance with this section shall forfeit any of its Phase I, II, III, or IV capital construction contributions to the extent paid as well as any contribution made to the annual operating, maintenance, and repair costs referenced in Section 12 of this agreement.

18. Grievance and Arbitration

- 18.1. All parties to this Agreement shall try to resolve conflicts with the parties involved. If a settlement is not obtained, these parties can submit a grievance first to the Chiefs' Board and then to the Executive Board. If settlement on an issue cannot be reached between the grieving agency and first the Chiefs' Board and then the Executive Board, binding arbitration shall be employed to reach a settlement.
- 18.2. The Partnering Agencies and MCCCCD shall maintain a list (the "Arbitrator List") of three (3) or more individuals who the Partnering Agencies and MCCCCD have agreed are qualified to resolve disputes subject to arbitration. The individuals listed on the Arbitrator List from time to time shall be independent from the Partnering Agencies and MCCCCD. They shall have no material financial or personal relationship with any of the Partnering Agencies. The Partnering Agencies and MCCCCD shall attempt to agree to the initial Arbitrator List as part of the Operations Manual. The individual to be designated as the arbitrator ("Arbitrator") for a given dispute subject to arbitration shall be elected from the Arbitration List by the consent of the Partnering Agencies and MCCCCD, or at the request of one Partnering Agency or MCCCCD, by random selection from the Arbitration List.
- 18.3. No Arbitrator shall be removed from the Arbitrator List except by death or resignation without the consent of Partnering Agencies and MCCCCD. After the initial selection of the Arbitrator List, or in the event of a vacancy on the Arbitrator List, no individual will be added to the Arbitrator List without consent of all of the Partnering Agencies and MCCCCD. If the Partnering Agencies and MCCCCD cannot agree to the selection of a new Arbitrator for the Arbitrator List, the remaining Arbitrators will choose an individual to fill the vacancy.
- 18.4. A dispute hearing shall be held within ninety (90) days of the selection of the Arbitrator.
- 18.5. The arbitration hearing shall generally be conducted in accordance with the Arizona Rules of Civil Procedure and the Arizona Rules of Evidence, except as modified herein and as may be modified by the Arbitrator to provide for the most fair and efficient hearing.

- 18.6. It shall be the duty of the Arbitrator to hear and consider evidence submitted by the parties and to make written findings of fact and a disposition of the dispute, which shall be final and binding in nature, except as to issues of law.
- 18.7. Each party to a hearing before an Arbitrator shall bear their own expenses.
- 18.8. The remaining agencies of the GRPSTC and the grieving agency shall bear one-half of the arbitrator's fees and expenses.

19. No Third-Party Rights Created

- 19.1. Nothing in this Agreement confers any right to any person (including, but not limited to, those persons holding positions identified in Sections 9.2 and 9.3) or entity not a party to this Agreement.
- 19.2. In addition, persons holding positions identified in Sections 9.2 and 9.3 have no right to file or pursue the grievance and arbitration provisions set forth in Section 18 above.

20. General Terms

- 20.1. No member official or employee of any of the Partnering Agencies or MCCCCD may have any direct or indirect interest in this Agreement nor participate in any decision relating to the Agreement that is prohibited by law. All parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.
- 20.2. Each Partnering Agency and MCCCCD warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement other than the normal costs of conducting business and the costs of professional services.
- 20.3. No member, official, or employee of any Partnering Agency or MCCCCD will be personally liable to the other Partnering Agencies or MCCCCD, or any successor in interest, in the event of any default or breach by that Partnering Agency or MCCCCD or for any amount which may become due to another Partnering Agency or MCCCCD, or on any obligation under the terms of this Agreement.
- 20.4. 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 will 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.
- 20.5. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, the remaining provisions will not be affected and will remain valid and enforceable to the fullest extent permitted by law, provided that such severability does not defeat the fundamental purposes of this Agreement.

20.6. The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

IN WITNESS WHEREOF, THE PARTIES HERETO DO AFFIX THEIR SIGNATURES:

{SIGNATURES OF THE RESPECTIVE PARTNERING AGENCIES AND MCCCCD ARE SET FORTH ON FIVE SEPARATE PAGES FOLLOWING THIS PAGE}

CITY OF GLENDALE

BY: _____

ITS: _____

DATE: _____

ATTEST:

GLENDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing regional public safety training center intergovernmental agreement between City of Glendale, City of Peoria, City of Surprise, City of Avondale, and Maricopa County Community College District is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

GLENDALE CITY ATTORNEY

CITY OF PEORIA

BY: _____

ITS: _____

DATE: _____

ATTEST:

PEORIA CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing regional public safety training center intergovernmental agreement between City of Glendale, City of Peoria, City of Surprise, City of Avondale, and Maricopa County Community College District is in proper form and is within the powers and authority of the City of Peoria granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

PEORIA CITY ATTORNEY

CITY OF SURPRISE

BY: _____

ITS: _____

DATE: _____

ATTEST:

SURPRISE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing regional public safety training center intergovernmental agreement between City of Glendale, City of Peoria, City of Surprise, City of Avondale, and Maricopa County Community College District is in proper form and is within the powers and authority of the City of Surprise granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

SURPRISE CITY ATTORNEY

CITY OF AVONDALE

BY: _____

ITS: _____

DATE: _____

ATTEST:

AVONDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing regional public safety training center intergovernmental agreement between City of Glendale, City of Peoria, City of Surprise, City of Avondale, and Maricopa County Community College District is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

AVONDALE CITY ATTORNEY

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

BY: _____

ITS: _____

DATE: _____

ATTEST:

BOARD CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

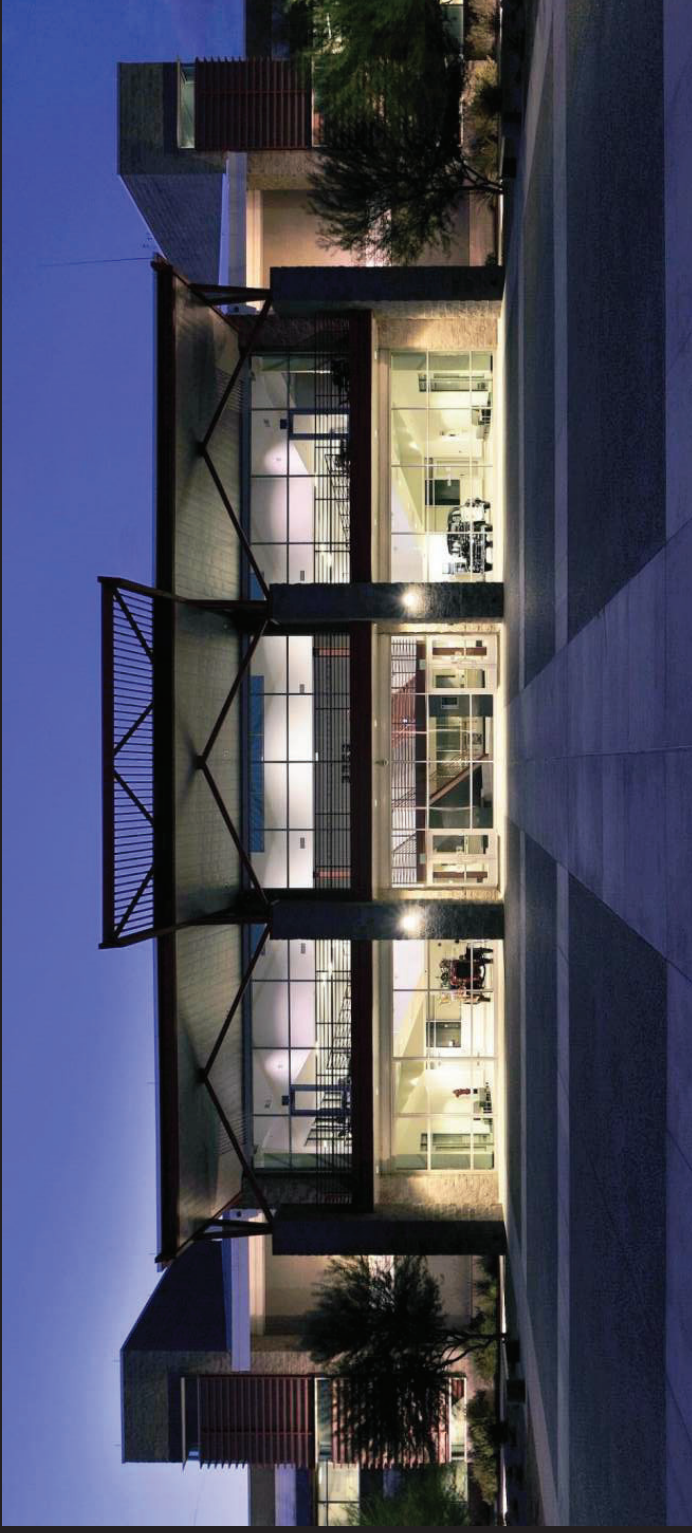
The foregoing regional public safety training center intergovernmental agreement between City of Glendale, City of Peoria, City of Surprise, City of Avondale, and Maricopa County Community College District is in proper form and is within the powers and authority of the Maricopa County Community College District granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

MCCC DISTRICT GENERAL COUNSEL

EXHIBIT A
Map, Site Plan, and Project Narrative for the
Glendale Regional Public Safety Training Center (GRPSTC)

GRPSTC - Joint Use Training Center Master Plan Update



LEA Architects, LLC

GRPSTC Master Plan

- Existing Campus
 - Levee
 - EOC (Emergency Operations Center)
 - Administration
 - Classrooms / CPAT
 - Driver's Training Canopy / Track
 - Burn Prop / Drill Tower / House Prop / Conf. Space
 - Flashover Prop / Roof Framing Prop / Site Props
 - Simulated Fire Station
 - Firing Range / Range Building
- Future Phases - Original Masterplan
 - Gymnasium
 - Auditorium / Museum
 - Additional Classrooms / Admin
 - Cafeteria / Retail
 - Receiving Warehouse
 - Drivers Training Building
 - Outdoor training / bleachers
 - Swift Water Rescue
 - Apartment / Additional House Props
 - Big Box / Strip Mall / Gas Station
 - Driver Training Building
 - Simulated Police Station / Safety Building
 - SIMS Village + K9 Training + Kennels
- Masterplan Update – Current Needs / Priorities
 - Class A Burn Prop
 - Marking Cartridge Building
 - Classrooms / Admin / PC / Locker Expansion
 - Future Police + Fire Training Props
 - Parking Expansion



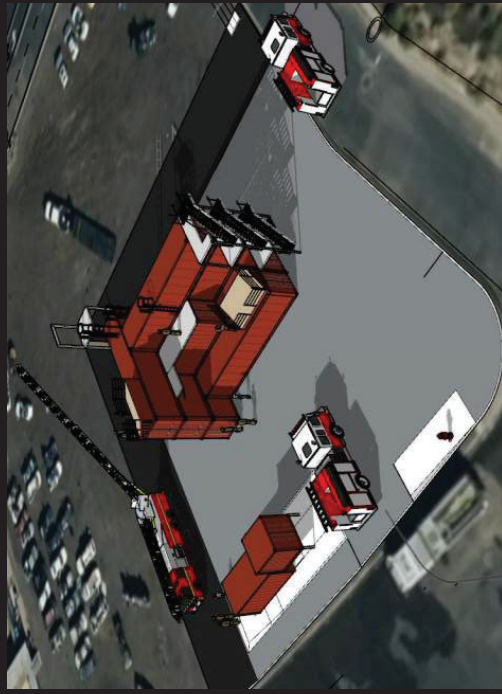
LEA Architects, LLC

GRPSTC Master Plan / Class A Burn Prop Schedule

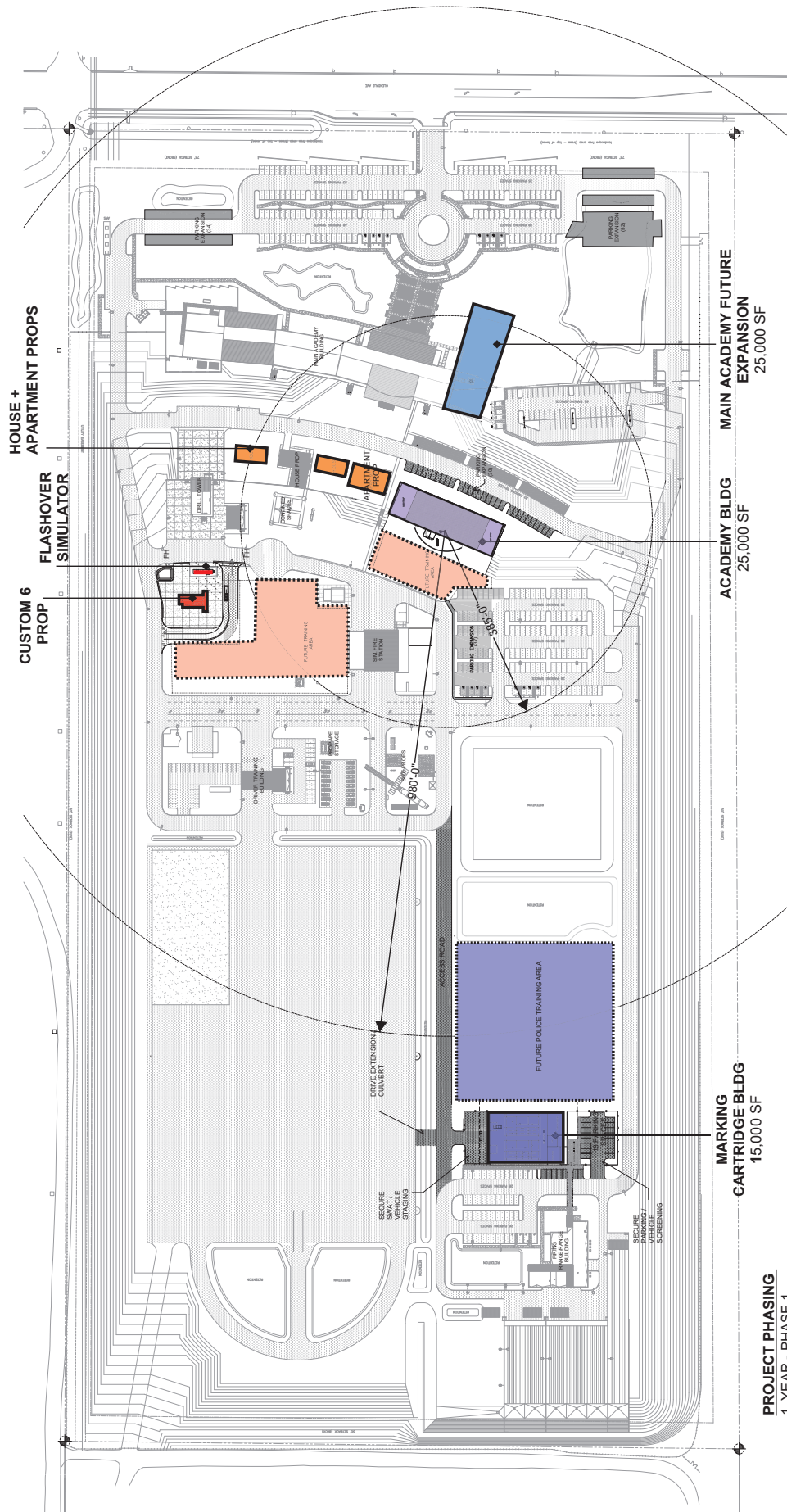
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|---|---|---------------------|
| ○ | <u>Project Kickoff</u> | 12.1.23 |
| ○ | <u>Class A Geotech Borings / Report</u> | 12.1.23 - 1.16.24 |
| ○ | <u>Program Verification</u> | 12.1.23 - 2.7.23 |
| ○ | <u>Preliminary GRPSTC Site Master Plan / Space Plan Concepts</u> | 12.1.23 - 2.7.23 |
| ○ | <u>Existing Campus Space Utilization Analysis</u> | 12.29.23 - 3.1.23 |
| ○ | <u>Shoot House Stakeholder Coordination Meeting</u> | 1.29.24 |
| ○ | <u>GRPSTC Stakeholder Preliminary Site Plan Concept Presentation / Meeting</u> | 2.7.24 |
| ○ | <u>Class A Burn Prop ADEQ / AHJ Coordination Meeting(s)</u> | 2.14.24 - 2.21.24 |
| ○ | <u>LEA Class A Burn Prop Design / CD's</u> | 12.1 - 5.1.24 |
| ○ | <u>Class A Burn Prop Permitting / Contractor Procurement</u> | 5.1.24 - 7.1.24 |
| ○ | <u>Final Site Master Plan / Civil G&D and Lift Station / Utilities reports / exhibits</u> | 5.12.24 |
| ○ | <u>Class A Burn Prop Foundations / Site Work Construction</u> | 7.1.24 - 11.1.24 |
| ○ | <u>FTS Installation</u> | 11.19.24 - 12.10.24 |

FTS SCHEDULE

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GRPSTC MASTER PLAN UPDATE + PHASING PLAN



PROJECT PHASING

1 YEAR - PHASE 1

- Class A Burn Props - Custom 6 and Flashover

2.5 YEARS - PHASE 2

- Marking Cartridge Building - 15,000 SF - Parking Expansion
- Police and Fire Academy Building - 25,000 SF - Parking Expansion
- Fire Apartment and House Props

5-10 YEARS - PHASE 3

- Future Fire Training Prop Area
- Future Police Training Area

10-20 YEARS PHASE 4

- Main Campus Building Expansion - Parking Expansion

OVERALL MASTERPLAN - OPTION 4



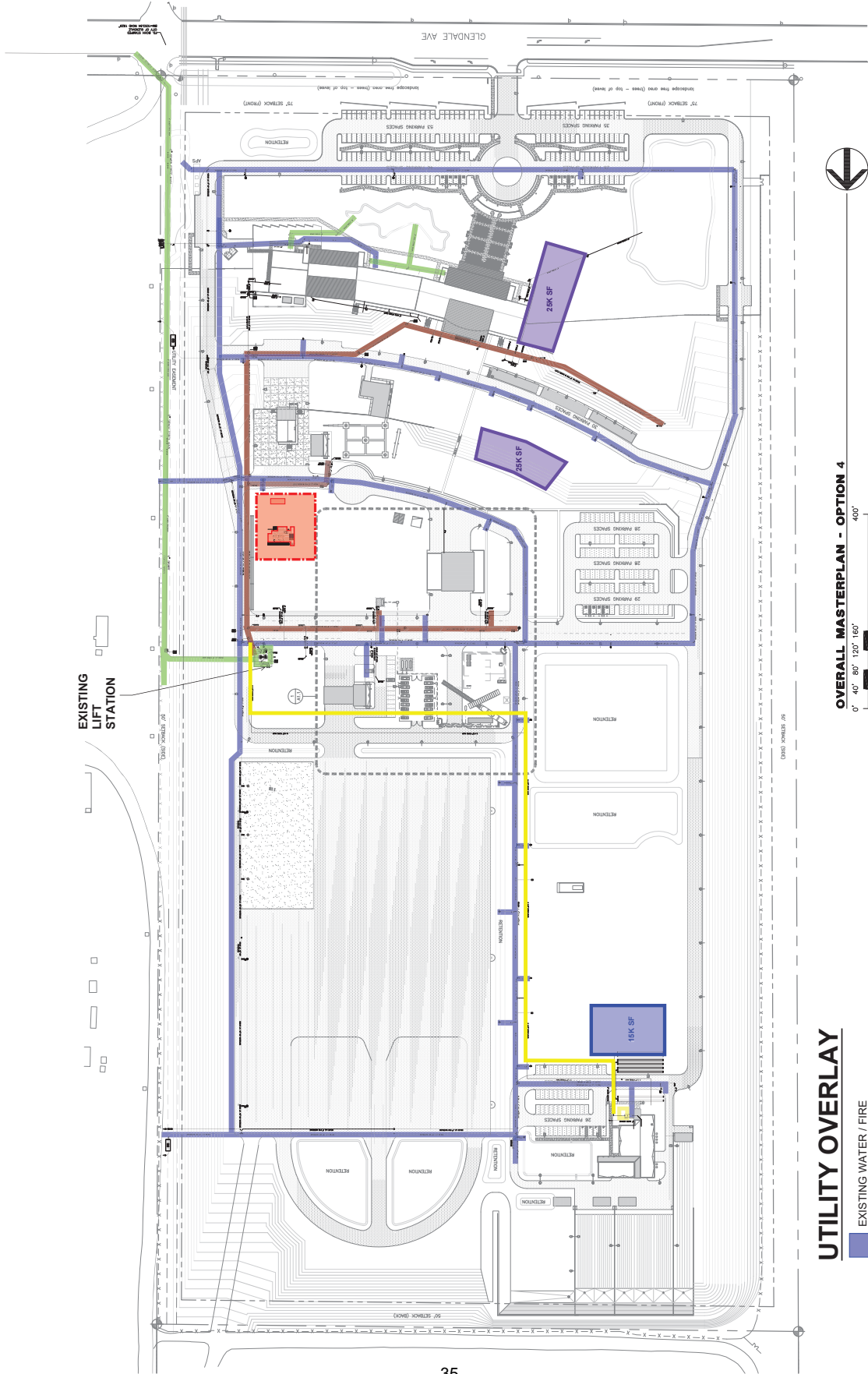
date	03-19-24	date	231208
drawn by	LE	checked by	LE/PJ
SHEET TITLE			
REVISIONS			
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PROJECT: 202400			

GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER - MASTER PLAN UPDATE
11550 W. GLENDALE AVE.

LEA / LAWRENCE ENVART ARCHITECTS
1750 EAST NORTHERN AVENUE, SUITE 100
PHOENIX, AZ 85016
ARCHITECTS PLANNERS INTERIORS CONSULTANTS



GRPSTC SITE UTILITY INFRASTRUCTURE



UTILITY OVERLAY

- EXISTING WATER / FIRE
EXISTING FORCE MAIN
EXISTING GRAVITY SEWER
NEW FORCE MAIN / EJECTOR

OVERALL MASTERPLAN - OPTION 4



date	03-19-24	lot	231208
drawn by	LE	checked by	LE/PU
SHEET TITLE			
REVISIONS			
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**GLENDALE REGIONAL PUBLIC
SAFETY TRAINING CENTER -
MASTER PLAN UPDATE**
11550 W. GLENDALE AVE.

LEA / LAWRENCE ENYART ARCHITECTS
1730 EAST NORTHERN PHOENIX, AZ
ARCHITECTURE PLANNING INTERIORS CONSTRUCTION MGMT.

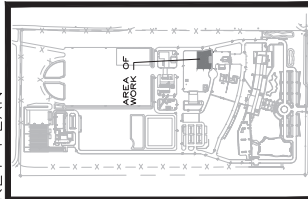
O	CONSTRUCTION NOTES	O
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- | | | |
|----|--|----|
| 1 | DUCTIVE ALTERNATE | |
| 2 | ASPHALT PAVEMENT (3/4" MIX) | |
| 3 | 4" A/B ANTIWEAR COMPACTED TO 95% | BY |
| 4 | WESTERN TECHNOLOGIES DATED JAN 8, 2024 | |
| 5 | CONCRETE CURB & GUTTER | |
| 6 | 6" CONC A/B ANTIWEAR COMPACTED TO 95% | BY |
| 7 | WESTERN TECHNOLOGIES DATED JAN 8, 2024 | |
| 8 | CONCRETE CURB & GUTTER | |
| 9 | MAG STD DET 220-1, TYPE A | |
| 10 | CONCRETE SIDEWALK, WIDTH PER PLAN | |
| 11 | MAG STD DET 230 | |
| 12 | CONCRETE SIDEWALK, WIDTH PER PLAN | |
| 13 | MAG STD DET 200, TYPE B | |
| 14 | CURB TERMINATION | |
| 15 | MAG STD DET 222 | |
| 16 | CONCRETE ROLL CURB & GUTTER | |
| 17 | MAG STD DET 202-1, TYPE C | |
| 18 | CURB & GUTTER TRANSITION | |
| 19 | MAG STD DET 221 | |
| 20 | CURB & GUTTER TRANSITION | |
| 21 | MAG STD DET 221, MOD TYPE A TO B | |
| 22 | CONCRETE DRIVEWAY | |
| 23 | CONCRETE DRIVEWAY, MOD NO S/W | |
| 24 | CURB SIDEWALK & CONCRETE SHOULDER | |
| 25 | DET 1, SHEET C5. | |

REFERENCE NOTES

- | | |
|----|--|
| 4 | NEW TRAINING STRUCTURE
REFER TO ARCHITECTURAL PLANS |
| 13 | 4" PAINT STRIPE
REFER TO ARCHITECTURAL PLANS |
| 14 | CONCRETE JOINTS
REFER TO ARCHITECTURAL PLANS |

KEY PLAN



240119
JL
drawn by
checked
SO
REVISION

03.1

LEA - ARCHITECTS, LLC
11550 W. GLENDALE AVE.
GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER
CUSTOMER 6 BURN PROP & FLASHOVER SIMULATOR PROP
11550 W. GLENDALE AVE. GLENDALE, AZ

ARCHITECTURE PLANNING INTERIORS CONSTRUCTION MANAGEMENT
1730 EAST NORTHERN AVENUE PHOENIX,



ARIZONA
GRAHDALE



EXISTING MOCK FIRE STATION

EXISTING PANEL "SP" AT OR WITHIN EXISTING SES

BLUE STAKE AND AVOID UNDERGROUND UTILITIES FIELD VERIFY ROUTE

HANDHOLE FOR FUTURE SITE LIGHTING (TYP.)

1" (SPARE) FOR FUTURE SITE LIGHTING/POWER

1" (SPARE)

ELECTRICAL AS NEEDED HANDHOLE

UT (TYP.) SEE SHEET E8.0

LIVE FIRE TRAINING PROP. SHED FIRE TRAINING STRUCTURE PLANS.

GSA MOB PANEL (BY OTHERS). SEE FIRE PROTECTION PLAN FOR INFORMATION REGARDING GROUND ELECTRODE CONDUCTIONS PER ONE-LINE DIAGRAM (E6.0).

NEW ELECTRICAL TIE IN

GENERAL NOTES

- A. REFER TO ELECTRICAL LEGEND AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- B. PROVIDE DETECTABLE UNDERGROUND LOCATION DEVICE (MIN. #18 COPPER TRACER ATTACHED AT 8FT INTERVALS) IN ALL NON-METALLIC UNDERGROUND CONDUITS PER A.R.S. 40-360.22M



VOILA

1730 E. Northern Avenue, Ste. 120, Phoenix, AZ 85020
Tel: (480) 659-0511, VoilaUS.com

Call at least two full working days before you begin excavation.

ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
in Maricopa County: (602) 263-1100



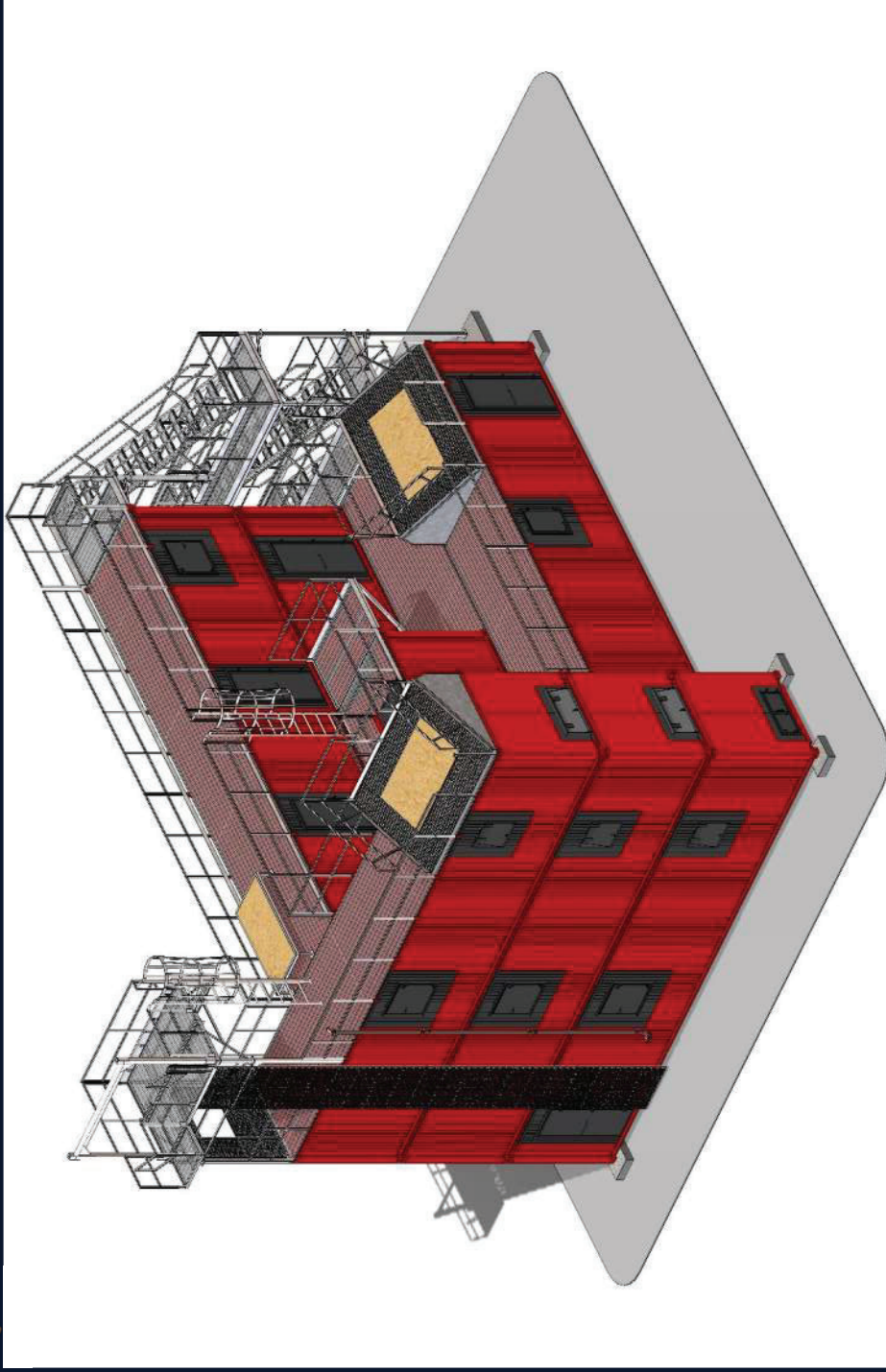
GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER
 8000 W. GLENDALE AVE., GLENDALE, AZ
 85303-4500

LEA - ARCHITECTS, LLC
 1730 EAST NORTHERN AVENUE
 PHOENIX, AZ 85016

ARCHITECTURE PLANNING INTERIORS
 CONSTRUCTION MANAGEMENT



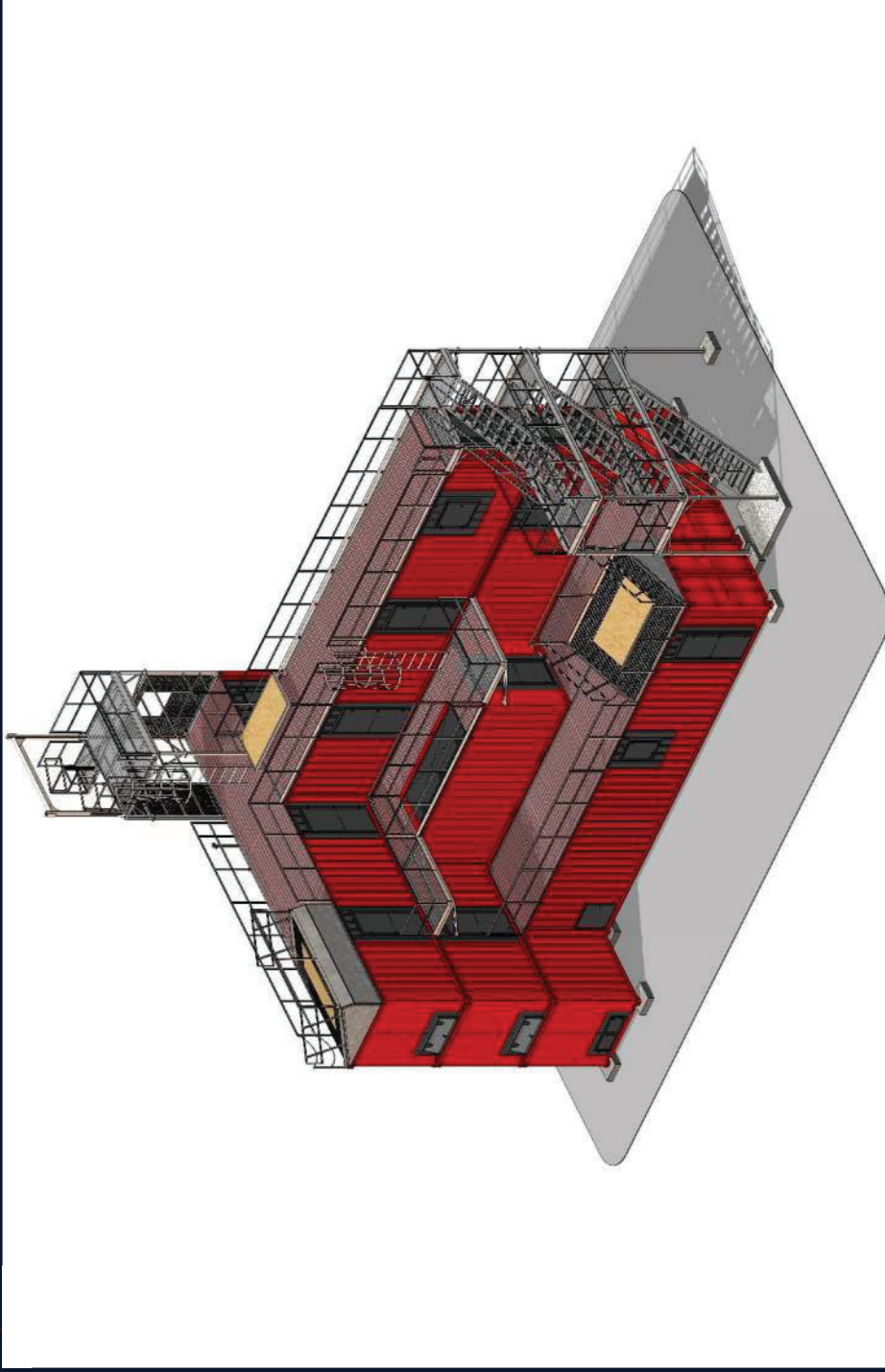
West Coast: Phoenix, AZ
East Coast: Long Island, NY
1-877-268-8303
www.FireTrainingStructures.com



GRPSTC CITY OF GLENDALE, AZ TRAINING FACILITY



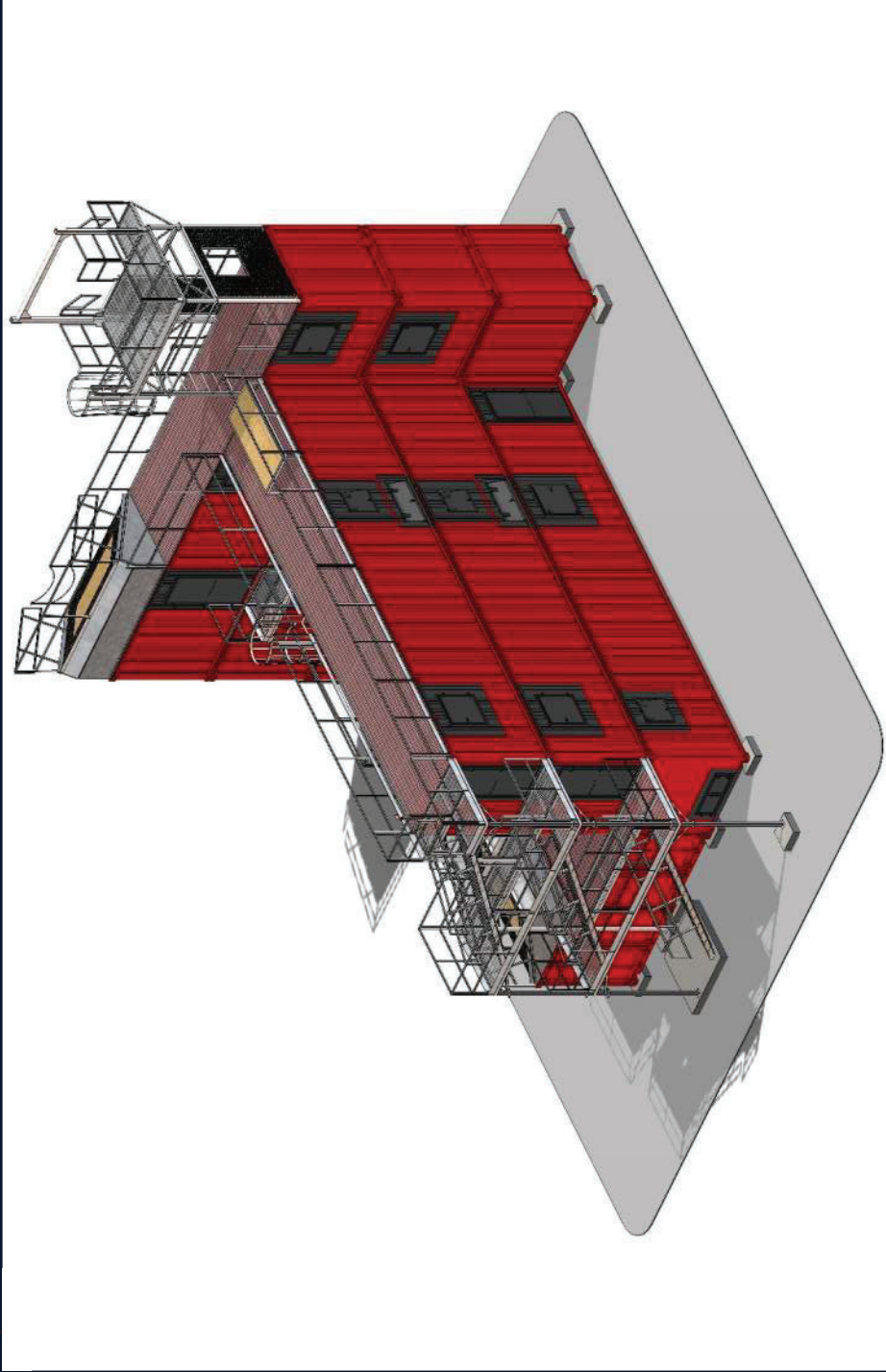
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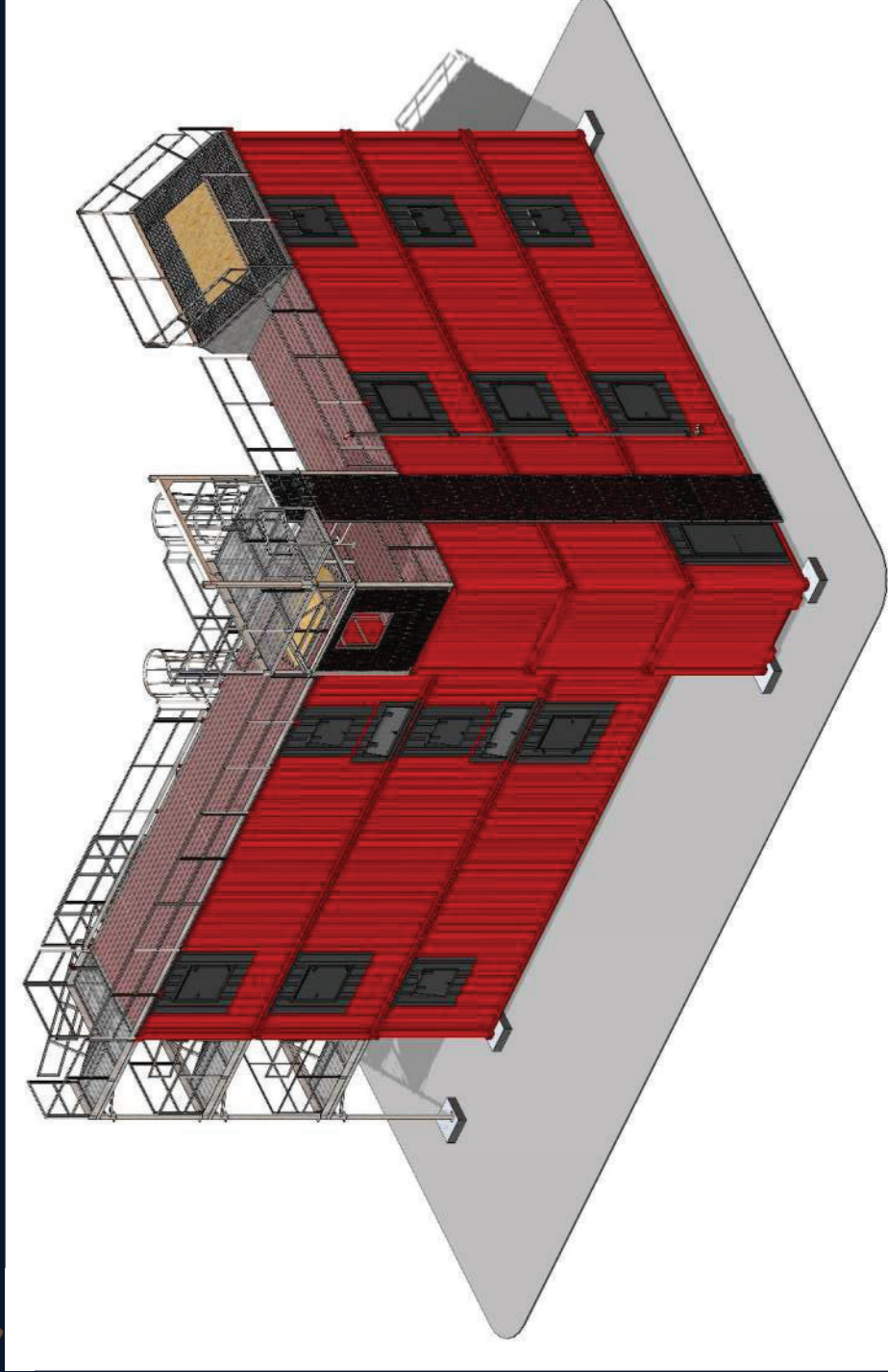
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GRPSTC CITY OF GLENDALE, AZ TRAINING FACILITY



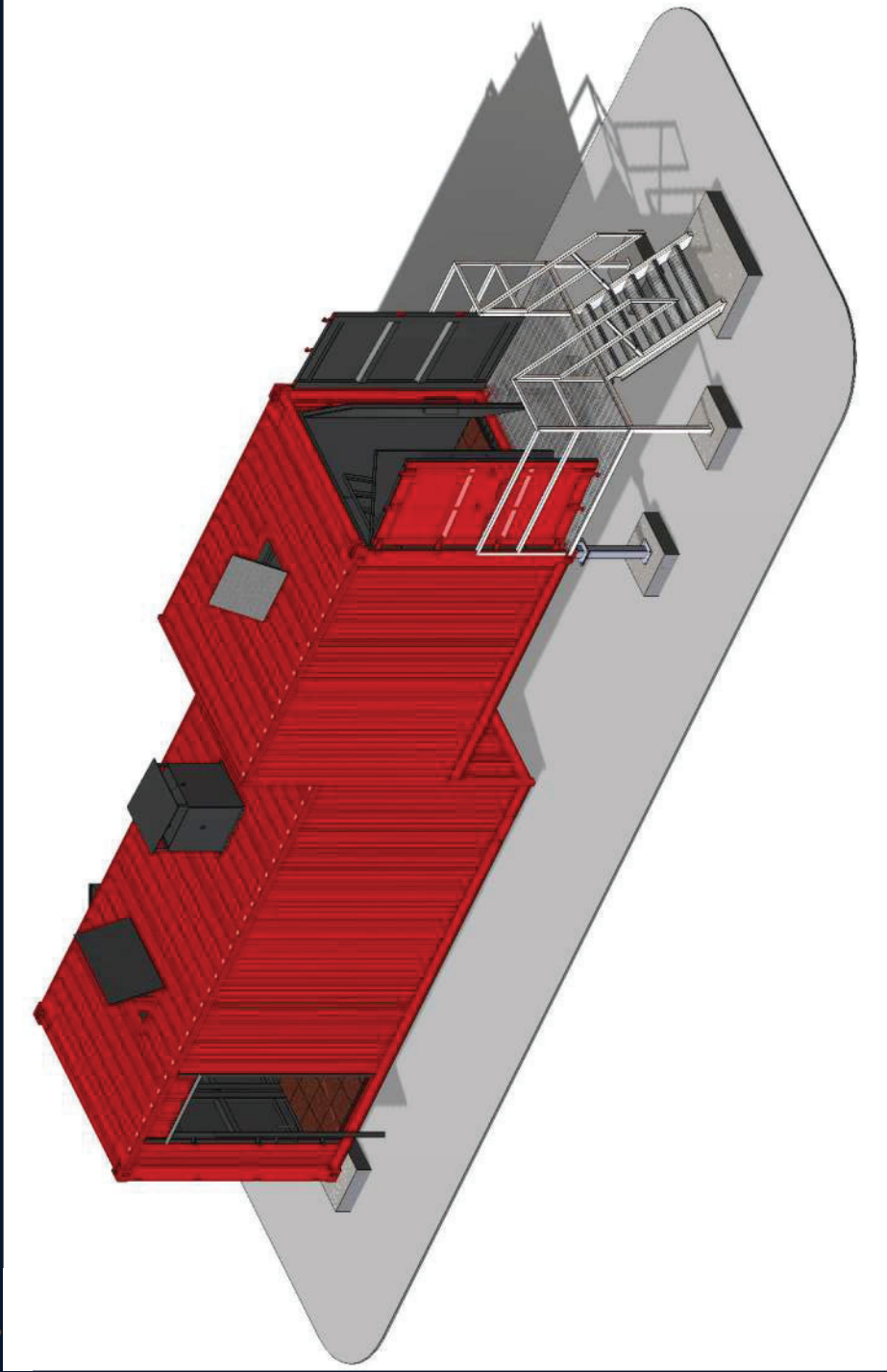
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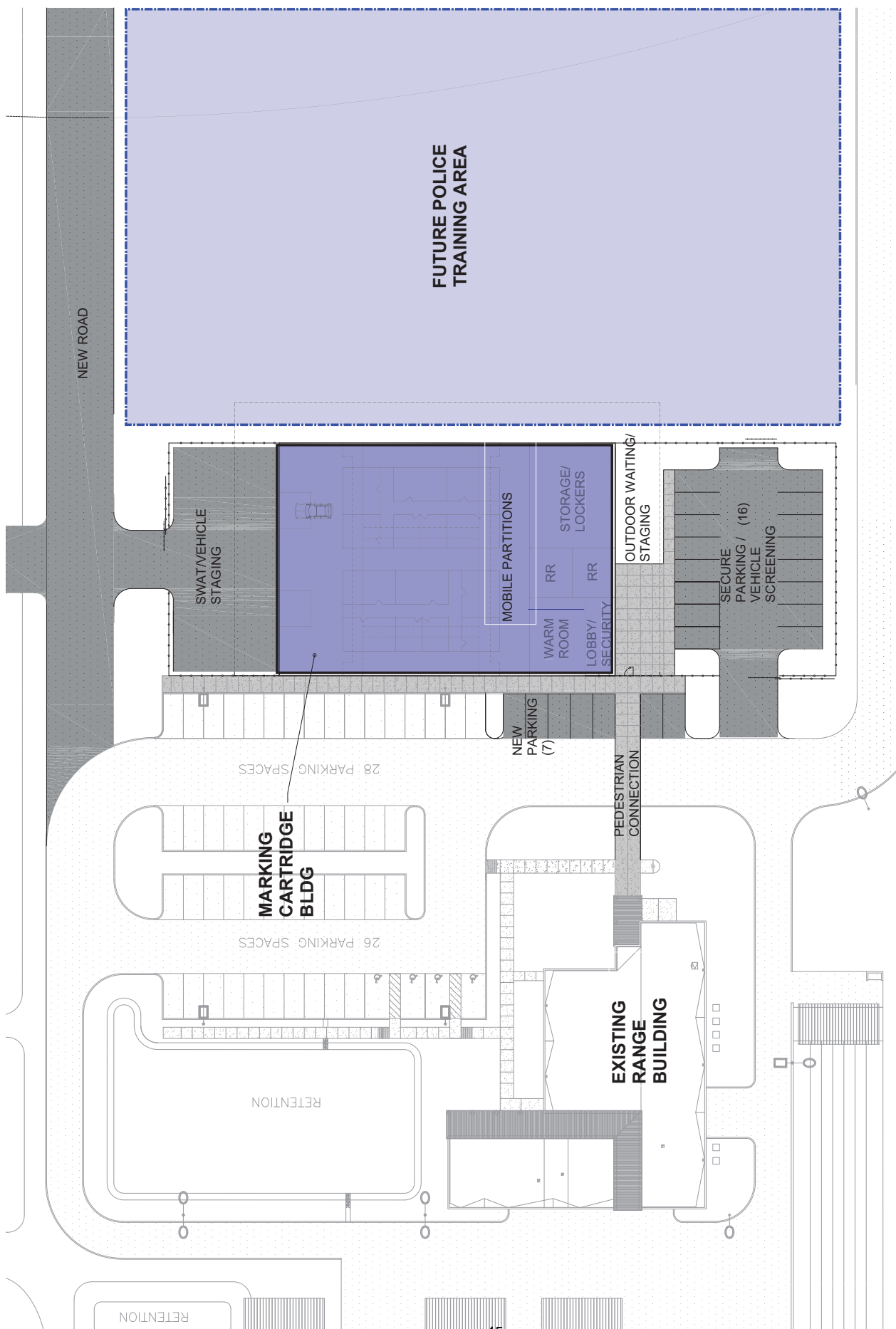
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GRPSTC CITY OF GLENDALE, AZ TRAINING FACILITY



PHASE 2A - MARKING CARTRIDGE BUILDING - PHASE 3B FUTURE POLICE TRAINING AREA



MARKING CARTRIDGE AREA - OPTION 4



date	03-19-24	path no.	20241008
drawn by	LE	observed by	LE/RAJ
SHEET TITLE			
REV VERSION			

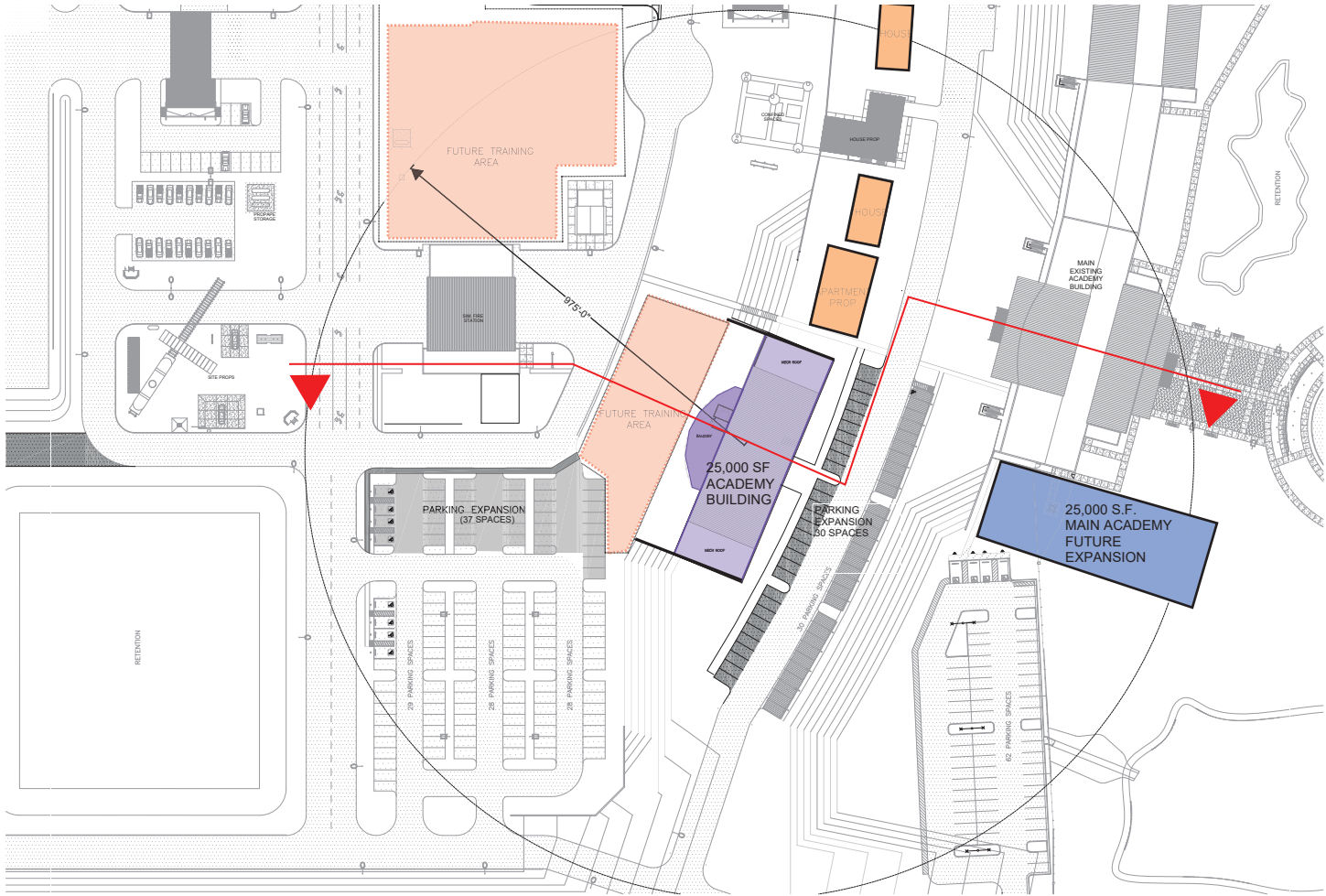
**GLENDAL REGIONAL PUBLIC
SAFETY TRAINING CENTER -
MASTERPLAN UPDATE**
11550 W. GLENDALE AVE.



LEA / LAWRENCE ENYART ARCHITECTS
1730 EAST NORTHERN PHOENIX, AZ
ARCHITECTURE PLANNING INTERIORS CONSTRUCTION MGMT.



PHASE 2B - POLICE AND FIRE ACADEMY BUILDING - PHASE 2C - RES. FIRE PROPS - PHASE 3A FIRE TRAINING AREA - PHASE 4 MAIN CAMPUS BUILDING EXPANSION



ACADEMY BUILDING/MAIN ACADEMY EXPANSION - OPTION 4

DATE 03-18-24

BY LE

REVISION 03/18/24

SHEET TITLE

ACADEMY BUILDING/MAIN ACADEMY EXPANSION - OPTION 4

DESCRIPTION

ACADEMY BUILDING/MAIN ACADEMY EXPANSION - OPTION 4

GLENDAL REGIONAL PUBLIC SAFETY TRAINING CENTER - MASTERPLAN UPDATE

11550 W. GLENDAL AVE.

LEA / LAWRENCE BRYANT ARCHITECTS

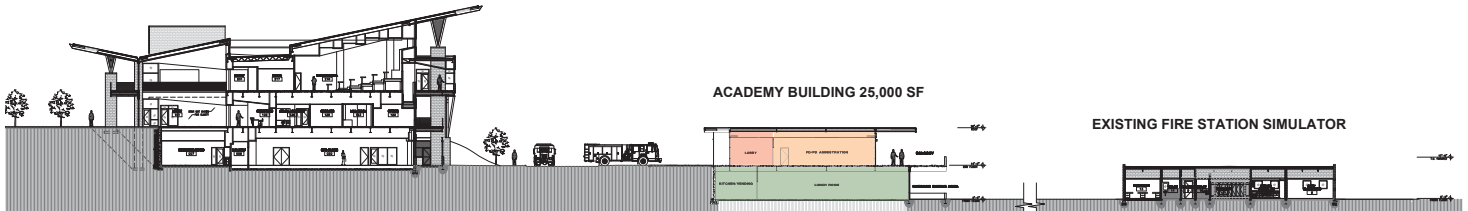
1750 EAST NORTHERN PHOENIX, AZ

ARCHITECTS PLANNING INTERIOR CONSTRUCTION MGMT.

COMMENTS

EXISTING MAIN CAMPUS BUILDING

PHASE 2B - POLICE AND FIRE ACADEMY BUILDING

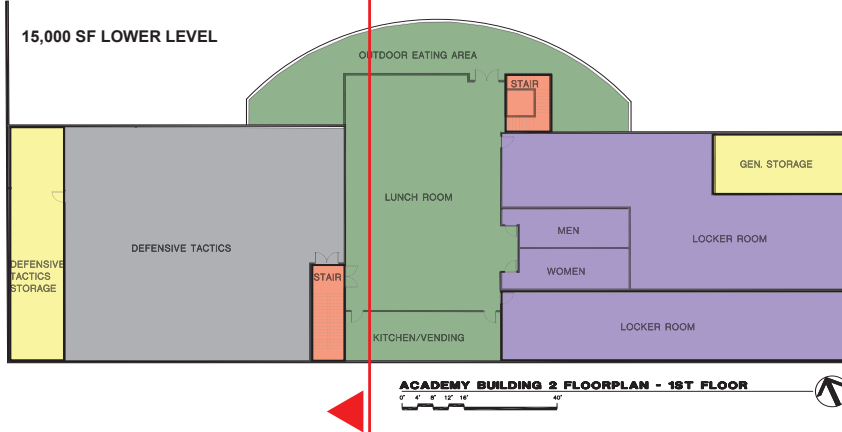
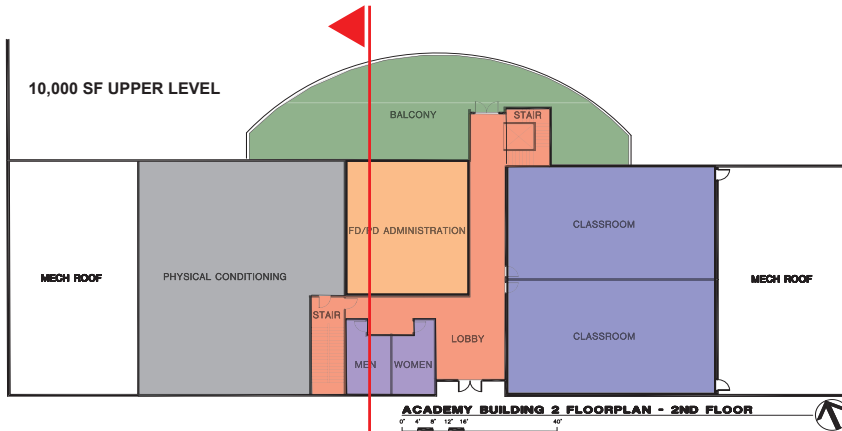


OVERALL SITE SECTION



PROGRAMMING:

- CLASSROOM
- ASSEMBLY
- ADMINISTRATION
- CIRCULATION
- UTILITY/STORAGE
- RESTROOM/LOCKER
- PHYSICAL CONDITIONING



DATE	03-19-18	BY	SB/BOB
DESIGNED BY	LC	CHECKED BY	LC/AJ
SHEET TITLE			
REVISIONS			
1. AS SHOWN, THE PROJECT IS TO BE CONSTRUCTED IN PHASES. THE FIRST PHASE WILL BE THE CONSTRUCTION OF THE POLICE ACADEMY BUILDING. THE SECOND PHASE WILL BE THE CONSTRUCTION OF THE FIRE ACADEMY BUILDING.			
PROJECT NO. 1700000000			

GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER - MASTERPLAN UPDATE

11850 W. GLENDALE AVE.

LEA / LAWRENCE ENYART ARCHITECTS
1750 EAST NORTHERN PHOENIX, AZ
ARCHITECTS PLANNERS INTERIORS LANDSCAPE ARCHITECTS



GRPSTC MASTER PLAN UPDATE COST SUMMARY

Description	Amount	Cost/S.F.
Phase 1- Site improvements for Custom 6 Tower and Flashover Prop.	\$1,080,912	\$33.48
Phase 1A -Owners allowance for Custom 6 and Flashover Props	\$2,200,000	
Phase 2A- Marking Cartridge Building (15,000 SF) & Parking Expansion	\$7,551,291	\$424.64
Phase 2A -Force Main Sewer & Pumps	\$241,849	
Phase 2B- Police & Fire Academy Building(25,000 SF) & Parking Expansion	\$13,900,111	\$521.67
Phase 2C - Fire House Props (2 Required)	\$2,033,409	\$508.35
Phase 2D - Fire Apartment and House Props	\$2,824,690	\$353.09
Phase 3A- Future Fire Training Prop Area. Site improvements only, props TBD not included	\$2,349,588	\$42.31
Phase 3B -Future Police Training Prop Area. Site improvements only ,props TBD not included	\$3,852,512	\$41.88
Phase 4 -Main Campus Building Expansion & Parking Expansion	\$17,944,018	\$676.28
Total	\$53,978,379	

PROJECT PHASING

1 YEAR - PHASE 1

- Class A Burn Props - Custom 6 and Flashover

2-5 YEARS - PHASE 2

- Marking Cartridge Building - 15,000 SF - Parking Expansion
- Police and Fire Academy Building - 25,000 SF - Parking Expansion
- Fire Apartment and House Props

5-10 YEARS - PHASE 3

- Future Fire Training Prop Area
- Future Police Training Area

10-20 YEARS PHASE 4

- Main Campus Building Expansion - Parking Expansion





GRPSTC - Joint Use Training Center Master Plan Update



LEA Architects, LLC

ITEM NUMBER: 4.c.

SUBJECT: Final Plat for Avondale Commons - Application PL-24-0047

MEETING DATE: 11/4/2024

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

THROUGH: Katie Gregory, 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:

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

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

PURPOSE:

City Council will consider a request to: (a) approve Application PL-24-0047, a request by Nick Maxwell, PE, with Maxwell Engineering on behalf of Morgan Fabrizio with Overland Development Corporation, for approval of a replat of the Final Plat for Avondale Commons located generally north of McDowell Road and west of Avondale Boulevard; and (b) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On December 5, 2022, City Council approved the "Final Plat for Avondale Commons", which was recorded in Book of Maps 1714 at Page 21, of the Maricopa County Recorder's Office. The plat splits a 24.68-gross acre parcel into seven (7) lots to accommodate a mixed-use development with apartments (Lot 1) and commercial uses (Lots 2-7) with the approximate lot sizes in square feet as follows:

Lot 1: 528,540

Lot 2: 40,171

Lot 3: 30,742

Lot 4: 61,847

Lot 5: 142,252

Lot 6: 44,540

Lot 7: 112,274

The plat also dedicated right-of-way and 8-foot public utility easements along Avondale Boulevard and McDowell Road.

DISCUSSION:

The applicant is requesting approval of a replat of Avondale Commons. The proposed plat will split Lot 4 into two lots, Lot 4A (27,418 SF) and Lot 4B (33,482 SF). This will increase the number of commercial lots from six (6) to seven (7).

The plat will also dedicate three water line easements for installation of water meters to each lot.

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

Approval of the Final Plat conforms to the boundaries of the Final Plat certified by the R.L.S. dated February 19, 2024.

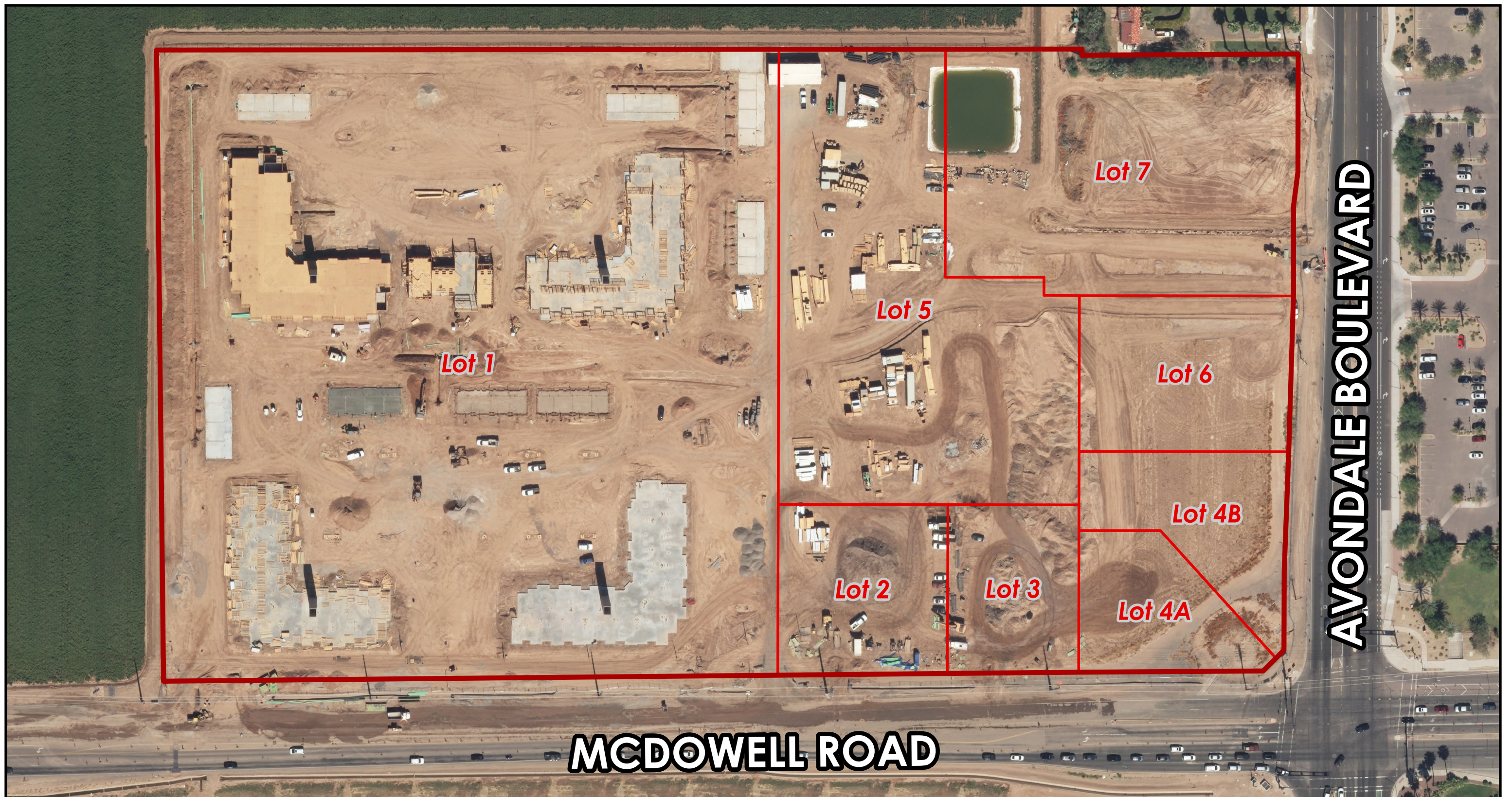
BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council approve Application PL-24-0047, Final Plat for Avondale Commons, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore, Mark Ivanich, Terry Dorschied



MCDOWELL ROAD

AVONDALE BOULEVARD

Vicinity Map



Individual Lot



Exterior Boundary

Not to Scale



DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)
KNOW ALL MEN BY THESE PRESENTS:
OVERLAND DEVELOPMENT CORPORATION, A UTAH CORPORATION, AVONDALE COMMONS TIC, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AVONDALE COMMONS APTS TIC SPE GOYA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AVONDALE COMMONS APTS TIC SPE ORTENBERG, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AVONDALE COMMONS APTS TIC SPE ABBURI, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AVONDALE COMMONS APTS TIC SPE MYERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND AVONDALE COMMONS APTS TIC SPE BAWA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AVONDALE COMMONS APTS TIC SPE THOMAS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AVONDALE COMMONS APTS TIC SPE SHAH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AVONDALE COMMONS APTS TIC SPE ARIAS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS OWNERS HAVE SUBDIVIDED UNDER THE NAME OF "REPLAT AVONDALE COMMONS" A REPLAT OF AVONDALE COMMONS AS RECORDED IN BOOK 1714 OF MAPS, PAGE 21, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING A PORTION OF LAND LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARES THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT SAID LOTS AND STREETS SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY.

THE WATERLINE EASEMENTS ARE HEREBY DEDICATED TO THE CITY OF AVONDALE AS SHOWN HEREON.
IN WITNESS WHEREOF:

OVERLAND DEVELOPMENT CORPORATION, A UTAH CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS SUBDIVISION PLAT BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED,

THIS __ DAY OF _____, 2024.

BY: _____ ITS: _____

AVONDALE COMMONS TIC, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: OVERLAND DEVELOPMENT CORPORATION, A UTAH CORPORATION, ITS MANAGER

BY: _____
NAME: MICHAEL HOLMAN ITS: DIRECTOR

AVONDALE COMMONS APTS TIC SPE GOYA, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: OVERLAND DEVELOPMENT CORPORATION, A UTAH CORPORATION, ITS MANAGER
BY: _____
NAME: MICHAEL HOLMAN ITS: DIRECTOR

AVONDALE COMMONS APTS TIC SPE ORTENBURG, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: OVERLAND DEVELOPMENT CORPORATION, A UTAH CORPORATION, ITS MANAGER
BY: _____
NAME: MICHAEL HOLMAN ITS: DIRECTOR

AVONDALE COMMONS APTS TIC SPE ABBURI, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: OVERLAND DEVELOPMENT CORPORATION, A UTAH CORPORATION, ITS MANAGER
BY: _____
NAME: MICHAEL HOLMAN ITS: DIRECTOR

AVONDALE COMMONS APTS TIC SPE MYERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: OVERLAND DEVELOPMENT CORPORATION, A UTAH CORPORATION, ITS MANAGER
BY: _____
NAME: MICHAEL HOLMAN ITS: DIRECTOR

AVONDALE COMMONS APTS TIC SPE BAWA, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: OVERLAND DEVELOPMENT CORPORATION, A UTAH CORPORATION, ITS MANAGER
BY: _____
NAME: MICHAEL HOLMAN ITS: DIRECTOR

AVONDALE COMMONS APTS TIC SPE THOMAS, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: OVERLAND DEVELOPMENT CORPORATION, A UTAH CORPORATION, ITS MANAGER
BY: _____
NAME: MICHAEL HOLMAN ITS: DIRECTOR

AVONDALE COMMONS APTS TIC SPE SHAH, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: OVERLAND DEVELOPMENT CORPORATION, A UTAH CORPORATION, ITS MANAGER
BY: _____
MICHAEL HOLMAN ITS: DIRECTOR

AVONDALE COMMONS APTS TIC SPE ARIAS, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: OVERLAND DEVELOPMENT CORPORATION, A UTAH CORPORATION, ITS MANAGER
BY: _____
NAME: MICHAEL HOLMAN ITS: DIRECTOR

FLOOD ZONE INFORMATION

THIS IS TO CERTIFY THAT THIS PROPERTY IS LOCATED WITHIN THE UNSHADED ZONE "X" FLOOD HAZARD AREA PER THE FIRM PANEL NUMBER 04013C-2160 M DATED SEPTEMBER 18, 2020, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). UNSHADED ZONE "X" AS DEFINED BY FEMA IS: AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOOD PLAIN.

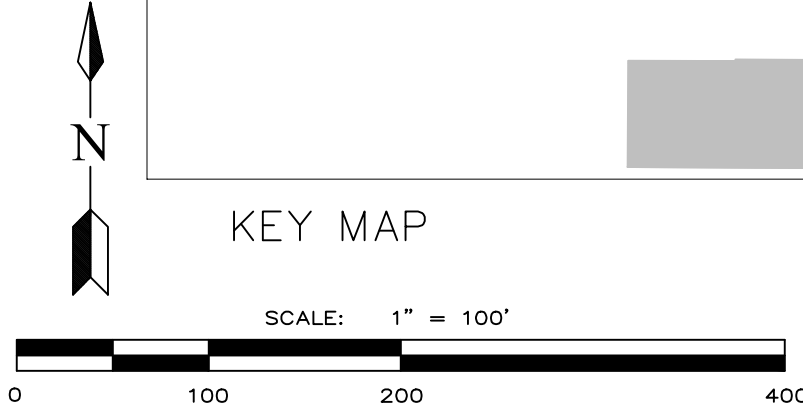
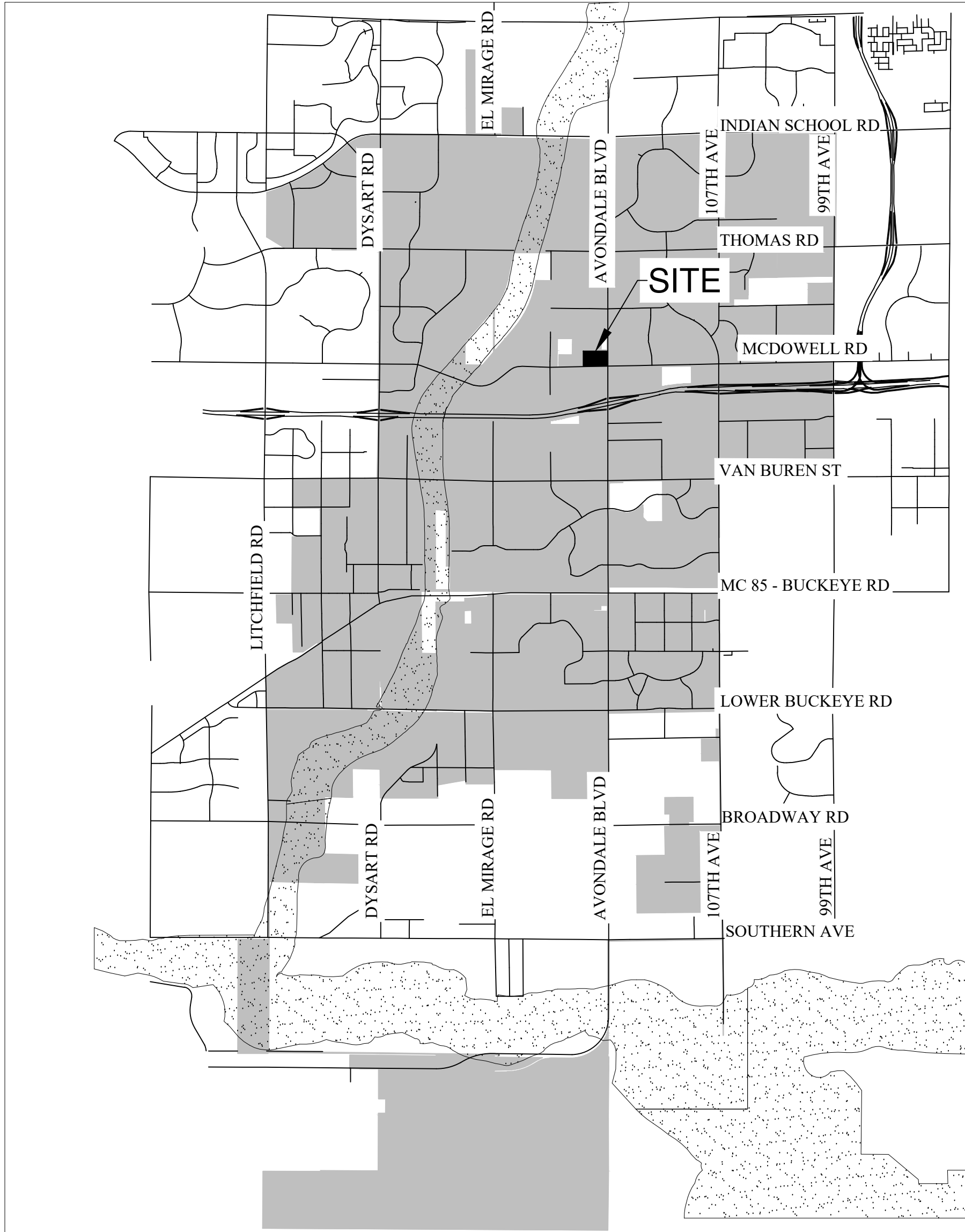
ACKNOWLEDGEMENT

STATE OF UTAH)
)SS
COUNTY OF SALT LAKE)
ON THIS _____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE OF OVERLAND DEVELOPMENT CORPORATION, A UTAH CORPORATION, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THIS PLAT FOR THE PURPOSES THEREIN CONTAINED.
IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC MY COMMISSION EXPIRES _____

FINAL PLAT FOR
AVONDALE COMMONS

REPLAT OF LOTS 1 THROUGH 7 OF AVONDALE COMMONS AS RECORDED
IN TO BOOK 1714 OF MAPS, PAGE 21, RECORDS OF MARICOPA COUNTY RECORDER'S
OFFICE, ALSO BEING A PORTION OF THE THE SOUTHEAST QUARTER OF SECTION 36,
TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE MERIDIAN,
MARICOPA COUNTY, ARIZONA.



LAND USE TABLE		
LAND USE AREAS	SQUARE FEET	ACRES
LOTS	953,097.55	21.88
RIGHT OF WAY (ARTERIALS - EXISTING AREAS)	146,104.24	3.35
RIGHT OF WAY (ARTERIALS - NEW AREA DEDICATED PER THIS PLAT)	0.00	0.00

OWNER / DEVELOPER
OVERLAND DEVELOPMENT CORPORATION
CONTACT: MORGAN FABRIZIO
MAILING ADDRESS: 3200 W CLUBHOUSE DR STE 250 LEHI UT USA 84043

SURVEYOR
J.L.D ENGINEERING PLLC
2822 S BUCKSKIN WAY
CHANDLER AZ 85286
602-790-7958
CONTACT: REED DALBIK, PE, PS.
REED@JLD-ENGINEERING.COM

ENGINEER
MAXWELL ENGINEERING
CONTACT: NICK MAXWELL, PE
PHONE: (209) 233-1996
EMAIL: NICK@MAXWELLENENGINEERING.NET

NOTES

- ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY IS TO BE MAINTAINED BY THE LOT OWNERS, EXCLUDING MEDIANS ON ARTERIAL STREETS.
- ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
- ALL EXISTING OVERHEAD POWER LINES LESS THAN 69 KV AND UTILITY LINES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
- NO ALTERATION 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.
- NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
- NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
- BLANKET EASEMENTS ALLOWS CROSS ACCESS AND UTILITY LINES TO CROSS PROPERTY LINES.

BASIS OF BEARING

THE EAST WEST LINE ALONG THE SOUTH SECTION 36 LINE BETWEEN SE COR. AND S 1/4 BEING S89° 15' 46"W

APPROVALS AND ACCEPTANCE OF DEDICATION

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

DAY OF _____, 2024.

MAYOR _____ DATE _____

ATTEST: CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF MARCH 2024. THAT THE PLAT IS CORRECT AND ACCURATE. THAT THE MONUMENTS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED AND THE LOT CORNERS PERMANENTLY SET.

REGISTERED LAND SURVEYOR _____ DATE _____ (SEAL)

UTILITY PROVIDERS

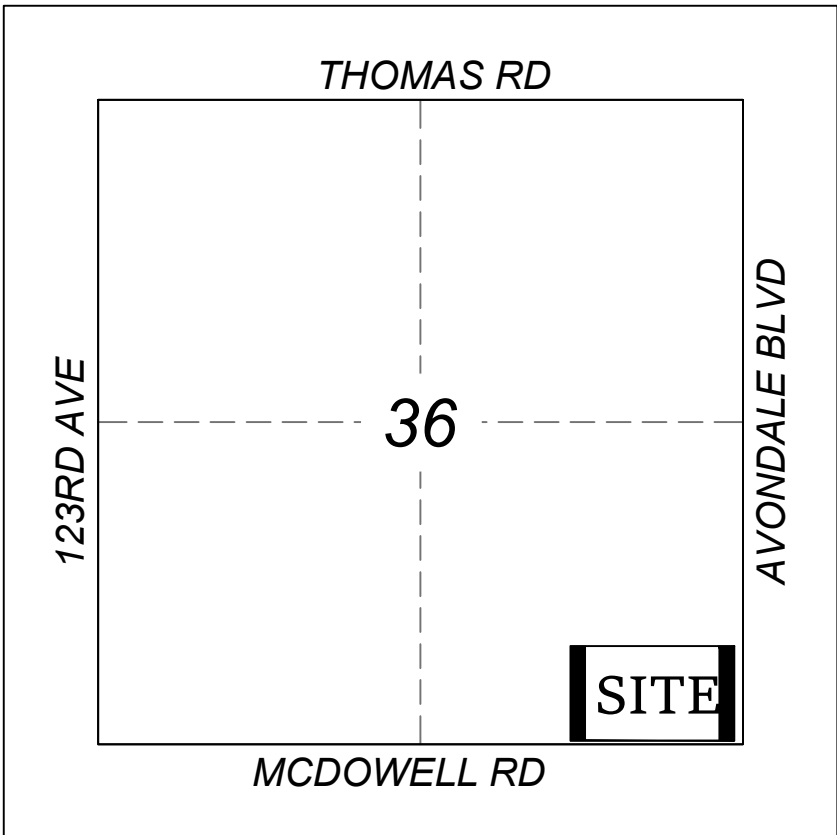
SEWER	CITY OF AVONDALE
WATER	CITY OF AVONDALE
GAS	SOUTHWEST GAS
FIRE	CITY OF AVONDALE
ELECTRIC	SALT RIVER PROJECT (SRP)
TELEPHONE	CENTURYLINK / COX COMMUNICATIONS
CABLE TV	CENTURYLINK / COX COMMUNICATIONS
REFUSE	CITY OF AVONDALE

LEGAL DESCRIPTION

ALL OF "AVONDALE COMMONS", AS RECORDED IN BOOK 1714 OF MAPS, PAGE 81, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

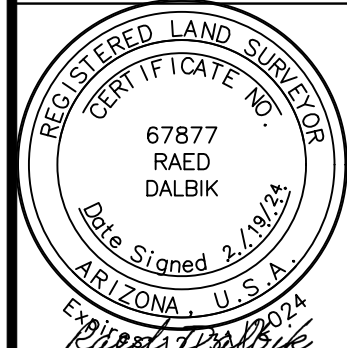
100 YEAR ASSURED WATER SUPPLY:

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.



VICINITY MAP

J.L.D. ENGINEERING
2822 SOUTH BUCKSKIN WAY
CHANDLER, AZ 85286
(602) 790-7958



FINAL PLAT FOR
AVONDALE COMMONS
A REPLAT OF THE "FINAL PLAT FOR AVONDALE COMMONS" ACCORDING TO BOOK 1714 OF MAPS, PAGE 21, RECORDS OF MARICOPA COUNTY RECORDER'S OFFICE, ALSO BEING A PORTION OF THE THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE MERIDIAN, MARICOPA COUNTY, ARIZONA.

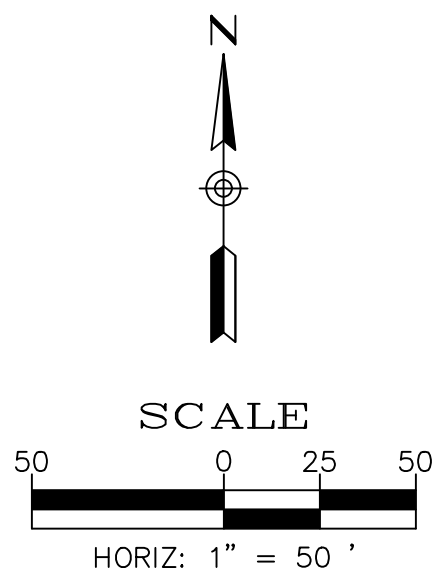
SECTION: 36
TOWNSHIP: 2N
RANGE: 1W

JOB NO.:
NM-17
SHEET
1 OF 2

Parcel Line Table		
Line #	Length	Direction
L1	18.58	S89° 15' 46"W
L2	9.24	S0° 44' 14"E
L3	9.24	S0° 44' 14"E
L4	32.71	S89° 15' 46"W
L5	13.39	S44° 37' 18"W
L6	20.76	S44° 38' 12"W
L7	8.08	N87° 53' 10"W
L8	17.76	N2° 06' 50"E
L9	8.08	S87° 53' 10"E
L10	12.71	N2° 06' 50"E

Parcel Line Table		
Line #	Length	Direction
L11	10.00	N0° 44' 14"W
L12	10.00	N0° 44' 14"W
L13	20.00	S89° 15' 46"W
L14	9.00	N0° 44' 14"W
L15	71.00	N89° 15' 46"E
L16	9.00	N0° 44' 14"W

LEGEND	
	LOT LINE
	ROAD CENTERLINE
	EASEMENT LINE
	ADJACENT PROPERTY LINE
	FND MONUMENT AS NOTED
	1/2" REBAR TAG LS 67877 TO BE SET
	R / W
	A.P.N
	B. C.
	H. H.
	ESMT
	RIGHT OF WAY
	ASSESSOR PARCEL NUMBER
	BRASS CAP
	HAND HOLE
	EASEMENT



APN # 501-74-890
OWNER: SUN DEPOT
ENERGY STORAGE LLC
DEED NUMBER: 20230260147
NOT PART

APN # 501-74-019A
OWNER: LAWRENCE TRUST
SURVIVOR'S TRUST
DEED NUMBER: 20191012266
NOT PART

LOT 7
APN: 501-74-899
OWNER: OVERLAND
DEVELOPMENT
CORPORATION
AREA: 112,331 SF

LOT 5
OWNER: 501-74-897
OWNER: OVERLAND
DEVELOPMENT
CORPORATION
AREA: 142,252 SF

LOT 6
APN: 501-74-898
OWNER: OVERLAND
DEVELOPMENT
CORPORATION
AREA: 44,540 SF

LOT 1
APN 501-74-893
OWNER: AVONDALE COMMONS
APTS TIC SPE MYERS LLC/AVONDALE
COMMONS APTS TIC SPE BAWA
LLC/AVONDALE COMMONS APTS
AREA: 524,256 SF

LOT 2
APN: 501-74-894
OWNER: OVERLAND
DEVELOPMENT
CORPORATION
AREA: 39,990 SF

LOT 3
APN: 501-74-895
OWNER: OVERLAND
DEVELOPMENT
CORPORATION
AREA: 33,482 SF

LOT 4B
AREA: 33,482 SF

LOT 4A
AREA: 27,418 SF

WATERLINE
EASEMENT
DEDICATED
HEREON.

10' TRANSMISSION
LINE ESMT
DK15995, PG 398

24' R / W
ABANDONMENT
PER MCR
2023-0341770

6' UNDERGROUND
UTILITY ESMT
DKT 5982, PG 73

8' P.U.E.
BK 1714, PG 21

WATERLINE EASEMENT
DEDICATED HEREON.

30' USA FEE LAND
BK 257, PG 37

ABANDONED
DRAINAGE ESMT
DOC 22-0865643

WATER LINE
ESMT
DEDICATED
HEREON

8' SRP ELEC ESMT
22-0517074

4' TRANSMISSION
LINE ESMT DK
15995, PAGE 398

30'
APN 501-74-900
ABANDONED R / W
DOC 03-0341770

FD BC IN HH
SE COR. SEC. 36

FD BC IN HH
S 1/4 COR. SEC. 36

J.L.D. ENGINEERING
2822 SOUTH BUCKSKIN WAY
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FINAL PLAT FOR
AVONDALE COMMONS
A REPLAT OF THE "FINAL PLAT FOR AVONDALE COMMONS" ACCORDING TO
BOOK 1714 OF MAPS, PAGE 21, RECORDS OF MARICOPA COUNTY
RECORDER'S OFFICE, ALSO BEING A PORTION OF THE THE SOUTHEAST
QUARTER OF SECTION 36, TOWNSHIP 2N, RANGE 1W, OF THE GILA
AND SALT RIVER BASE MERIDIAN, MARICOPA COUNTY, ARIZONA.

SCALE:
1"=50'

SECTION: 36
TOWNSHIP: 2N
RANGE: 1W

JOB NO.:
NM-17

SHEET
2 OF 2