



City of Avondale

City Council Meeting

Monday, January 27, 2025

Mayor and Council

Mike Pineda, Mayor

Curtis Nielson, Vice Mayor

Tina Conde, Councilmember | Jeannette Garcia, Councilmember

Gloria Solorio, Councilmember | Shari Weise, 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, January 27, 2025

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

3. CONSENT AGENDA

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

a. MINUTES

City Council will consider a request to approve the January 6, 2025 City Council meeting minutes. The Council will take appropriate action.

b. QUARTERLY BUDGET TRANSFER

City Council will consider requests to approve the Fiscal Year 2025 budget for carryover appropriation and approve quarterly budget transfers as summarized in the attached Exhibit A, increase the award authority for the projects, and authorize Finance and Budget Department staff to take the steps necessary to execute the transfers. The Council will take appropriate action.

c. RESOLUTION 1003-0125 - FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA BOARD OF REGENTS, ON BEHALF OF THE UNIVERSITY OF ARIZONA AND THE WATER RESOURCES RESEARCH CENTER'S PROJECT WET PROGRAM

City Council will consider a request to adopt Resolution 1003-0125, approving a First Amendment to the Intergovernmental Agreement (IGA) between the Arizona Board of Regents, on behalf of the University of Arizona and its Water Resources Research Center's Project WET Program and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. ORDINANCE 2004-0125 – 107TH AVENUE RIGHT-OF-WAY DEANNEXATION AT ENTRADA

City Council will consider a City initiated request to adopt Ordinance 2004-0125, authorizing the deannexation of 107th Avenue right-of-way at Entrada located on the west side of 107th Avenue and north of Broadway Road and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

4. REGULAR AGENDA

a. COUNCIL BUDGET DISCUSSION

City staff will present an update on the City's financials and seek the Council's feedback on the Fiscal Year 2026 budget. This item is for discussion and feedback only; no Council action will be taken.

5. SUMMARY OF CURRENT EVENTS FROM MAYOR, VICE MAYOR, AND COUNCILMEMBERS

(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: 3.a.

SUBJECT: Minutes

MEETING DATE: 1/27/2025

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 January 6, 2025 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 January 6, 2025 City Council meeting minutes.

Contact person for document distribution: Chris Pierson

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
January 06, 2025

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

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

Members Present: Mayor Mike Pineda; Vice Mayor Curties Nielson; Councilmembers Tina Conde, Jeannette Garcia, Gloria Solorio, Shari Weise, and Max White.

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, 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; Kirk Beaty, Public Works Director; Barbara Coppage, City Auditor; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Julie Knoll, Deputy City Clerk; Corey Larriva, Parks and Recreation Director; Andy Mesquita, Human Resources Director; Kimberly Moon, Engineering Director; Jodie Novak, Development Services Director; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; Jennifer Stein, Economic Development Director; Dave Wagner, Assistant Fire Chief; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 150 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. INSTALLATION OF CITY COUNCIL

The newly elected Mayor Mike Pineda and Councilmembers Jeannette Garcia, Gloria Solorio, and Shari Weise took their Oaths of Office. This item was for discussion only.

b. EMPLOYEE ANNOUNCEMENTS

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

- **Engineering** – Torsten Schmudde, Project Manager in CIP
- **Fire and Medical Department** – Stefanie Hernandez, Fire Inspector

c. RECOGNITION OF CAMP HERO PARTICIPANTS

City Council recognized the graduates of the 2024 Camp HERo program. This item was for discussion only.

d. INFORMATION

City Council recognized and celebrated the City's recent achievements in receiving the prestigious Digital Cities Award and the Solutions Award. This item was for discussion only.

3. UNSCHEDULED PUBLIC APPEARANCES

None.

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. Councilmembers may pull items from consent if they would like them considered separately.

Mayor Pineda asked if any Councilmember wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Vice Mayor Nielson, seconded by Councilmember White, to approve the Consent Agenda.

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

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

a. MINUTES

City Council approved the December 2, 2024 and December 16, 2024 City Council meeting minutes.

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

City Council (a) appointed Larry White as the Chair of the Planning Commission and Alex McBurney as the Vice Chair of the Planning Commission for the remainder of the 2025 calendar year; and (b) appointed LaChrisha Dourisseau as the Chair of the Board of Adjustment and Kenneth Shoaff as the Vice Chair of the Board of Adjustment for the 2025 calendar year and authorized the City Clerk to execute the necessary documents.

c. WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT WITH SUMMIT INFRASTRUCTURE GROUP, LLC

City Council approved a new Wired Telecommunications License and Right-of-Way Use Agreement with Summit Infrastructure Group, LLC, to allow the placement of fiber telecommunication infrastructure in the City right-of-way and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

d. RESOLUTION 1001-0125 - AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT FOR THE CSBG SERVICE INITIATIVE ADDING COUNTY GENERAL FUNDS

City Council adopted Resolution 1001-0125, approving an amendment to the Intergovernmental Agreement with Maricopa County Human Services Department to add County General Funds to support the City's Temporary Shelter Services Initiative to provide long-term case management and shelter for families experiencing homelessness and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. ORDINANCE 2001-0125– DISPOSITION AND DEVELOPMENT AGREEMENT-TRELLIS AND THE CITY OF AVONDALE FOR MARICOPA COUNTY AMERICAN RESCUE PLAN ACT FUNDS FOR DEVELOPMENT OF 516 EAST DEE STREET

City Council adopted Ordinance 2001-0125, approving a Development and Disposition Agreement with Trellis, a non-profit housing developer, and an ordinance for the disposition of land located at 516 E. Dee Street for the construction of affordable housing and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

f. ORDINANCE 2002-0125 – DISPOSITION AND DEVELOPMENT AGREEMENT-HABITAT FOR HUMANITY CENTRAL ARIZONA AND THE CITY OF AVONDALE FOR MARICOPA COUNTY AMERICAN RESCUE PLAN ACT FUNDS FOR DEVELOPMENT OF 320 EAST HILL DRIVE

City Council adopted Ordinance 2002-0125, approving a Development Agreement with Habitat for Humanity Central Arizona and an ordinance for the disposition of land located at 320 E. Hill Drive for the construction of affordable housing and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

g. ORDINANCE 2003-0125 – AMENDING CITY CODE CHAPTER 15, ARTICLE V - RELATING TO SHOPPING CARTS

City Council adopted Ordinance 2003-0125, amending Avondale City Code, Chapter 15, Article V, relating to Shopping Carts and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

h. FINAL PLAT OF ENTRADA - PHASE 3 – APPLICATION PL-23-0154

City Council (a) approved Application PL-23-0154, a request by Daniel Auxier with EPS Group Inc., on behalf of Meritage Homes of Arizona Inc., for approval of the Final Plat of Entrada - Phase 3 located generally north of Broadway Road and west of 107th Avenue; and (b) authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

5. REGULAR AGENDA

a. SELECTION OF VICE MAYOR

City Council accepted nominations to designate one of its members as Vice Mayor for a two-year term.

Councilmember Conde shared the background of how she filled the seat of the late Councilmember Sandy Nielson. She reflected on her initial doubts about her ability to fill the seat, but recalled Councilmember Nielson's words of encouragement, expressing his gratitude that it was her. Councilmember Conde praised Councilmember Nielson for his representation of honor and integrity throughout his tenure. She expressed her gratitude for his dedication and commitment and stated it would be an honor to nominate him as Vice Mayor for the remainder of his term.

Councilmember Conde moved to appoint Councilmember Curtis Nielson as Vice Mayor for a two-year term; Councilmember Solorio seconded the motion.

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

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

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

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

Liz Baker Alvarez, Intergovernmental Affairs Administrator presented the current and expiring terms on various regional and local boards and committees. City Council discussed the vacant seats and sought needed volunteers.

Maricopa Association of Governments (MAG) Regional Council

- Mayor Pineda

Luke West Valley Council

- Mayor Pineda

WESTMARC Board of Directors

- Mayor Pineda

Arizona Municipal Water Users Association (AMWUA) Board of Directors

- Vice Mayor Nielson

Greater Phoenix Economic Council (GPEC) Board of Directors

- Vice Mayor Nielson

Valley Metro Regional Public Transportation Authority (RPTA) Board of Directors

- Councilmember White

MAG Transportation Policy Committee

- Councilmember White

MAG Human Services and Community Initiatives Committee

- Councilmember Conde

Subcommittee on Boards & Commissions

- Councilmember Weise ****New appointment***
- Councilmember Solorio
- Councilmember White

Subcommittee on Contributions Assistance Program

- Vice Mayor Nielson
- Councilmember Conde
- Councilmember Garcia ****New appointment***

Audit Committee

- Vice Mayor Nielson
- Councilmember Solorio
- Councilmember White

Councilmember White moved to appoint members of the City Council to various regional and local boards and committees as discussed and listed above; Councilmember Conde seconded the motion.

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

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye

Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

c. RESOLUTION 1002-0125 - 2025 PUBLIC POLICY PRIORITIES FOR THE UPCOMING STATE AND FEDERAL LEGISLATIVE SESSIONS

City Council considered a request to a) adopt Resolution 1002-0125, adopting the 2025 Public Policy Priorities for the upcoming state and federal legislative sessions, b) authorize the City Manager or his designee(s) to act on such items; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Liz Baker Alvarez, Intergovernmental Affairs Administrator reviewed their role as part of the City Manager's Office to monitor state and federal legislation and related tasks. She provided an overview of how the department accomplishes said tasks, including identifying the city's position on proposed measures and public policy priorities, which are the guardrails of what is important to City Council and the bills to focus on.

The only changes within the current political environment included slight increase of republican control within both legislative chambers and approximately 24 new law makers. Avondale's Legislative District #22 has no change in representation.

There is an estimated \$469 million Legislative balance for fiscal year 2025 due to revenues being better than expected. It is anticipated repeat bills will be presented particularly around housing and water. The Legislative Session begins on Monday, January 13, 2025, and there are currently 55 Bills. There are typically around 1,500 to 1,800 bills filed with approximately 325 becoming law.

Ms. Alvarez reviewed the process of reviewing a bill and developing public policy priorities, which create the 2025 recommendations. The 2025 Public Policy Priorities were reviewed including an example of each.

Councilmembers thanked Ms. Alvarez for her presentation and support.

Councilmember Conde moved to adopt Resolution 1002-0125, adopting the 2025 Public Policy Priorities for the upcoming state and federal legislative sessions, b) authorize the City Manager or his designee(s) to act on such items; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Councilmember Solorio seconded the motion.

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

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye

Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

6. SUMMARY OF CURRENT EVENTS FROM MAYOR, VICE MAYOR, AND COUNCILMEMBERS

Councilmember Conde shared that her daughter attended a winter camp organized by the Parks & Recreation department during her winter break. She expressed that her daughter had a great time and thanked the department for providing an enjoyable experience. Councilmember Conde also appreciated the affordability and flexibility of the program, noting that parents have the option to choose a full week or drop-in sessions.

7. ADJOURNMENT

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

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

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

The meeting was adjourned at 07:02 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 6th day of January 2025. 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: 3.b.

SUBJECT: Quarterly Budget Transfer

MEETING DATE: 1/27/2025

TO: Mayor and Council

FROM: Renee Weatherless, Director of Finance and Budget

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:

- Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government. This action will help ensure planned capital projects have adequate capacity and will enhance the flexibility within the budget, allowing the city to further innovate.
-

PURPOSE:

City Council will consider requests to approve the Fiscal Year 2025 budget for carryover appropriation and approve quarterly budget transfers as summarized in the attached Exhibit A, increase the award authority for the projects, and authorize Finance and Budget Department staff to take the steps necessary to execute the transfers. The Council will take appropriate action.

BACKGROUND:

Per the City's adopted Comprehensive Financial Policies, all budget transfers between departments, funds, and from contingency appropriation require Council approval. Additionally, budget transfers between capital projects greater than \$50,000 require Council approval.

DISCUSSION:

Operating Budget Adjustments

a. Fire CAD Fees: Avondale Fire & Medical Department utilizes the City of Phoenix Regional Dispatch Center for computer aided dispatch (CAD), equipment maintenance services, network system services, hardware, and all associated CAD system needs. City of Phoenix CAD fees have increased each year. The department was able to absorb the cost in FY2024; however, the increase in FY2025 is larger than the department can absorb. Unfortunately, the City was not notified of the increase in time to request the proper funding during the budget process. A permanent increase has been submitted for the FY2026 budget; however, a short-term solution is required for the FY2025 budget. Staff is requesting an additional \$45,000 to cover the increase in Fire CAD fees for FY2025.

b. Volunteer Firefighter Pension Fund - The City's volunteer firefight pension no longer has any beneficiaries. The fund's balance is \$216,146 as of July 1, 2024. The Volunteer Fire Department Pension Board recommended the City Council transfer the balance, including any accumulated interest, to the Public Safety Personnel Retirement System (PSPRS) to pay towards the City's unfunded liability for fire, pursuant to Arizona Revised Statute §9-958.

Capital Improvement Project Adjustments

c. HAWK Signal on El Mirage Rd at Pima St (T0338) - Several High-Intensity Activated Crosswalk (HAWK) signals are being installed throughout Avondale. The HAWK signal at El Mirage Road and Pima Street has a more complex installation due to the location and needs a budget increase of \$75,000 in order to complete the project.

d. Pickleball Court Construction at Friendship Park (P0333) - Construction costs of installing pickleball courts at Friendship Park have come in at a higher cost than staff anticipated as final design is almost complete. Staff is requesting an additional \$1,000,000 now in order to finish the pickleball courts in time for programming in the fall.

e. Old Town Avondale Phase IV (T0201) and Las Ligas ADA Sidewalk Ramps (T0438) - \$241,000 of CDBG funding was budgeted within Old Town Avondale Phase IV (T0201) to construct ADA compliant sidewalk ramps. Due to the need to use CDBG within a given time-frame, staff is requesting the CDBG funding be removed from the Old Town Avondale Phase IV project and added to a new project to construct ADA compliant sidewalk ramps within the Las Ligas neighborhood.

f. Citywide Sidewalk Expansion and Improvements Program FY2025 (T0378) - This project was budgeted under the Public Works Department at the beginning of the fiscal year, however the Engineering Services Department is managing the project. This transfer would move the project funding under the Engineering Services Department. There is no change to the project budget.

g. Lower Buckeye Corridor Study (T0376) - This project was budgeted under the Public Works Department at the beginning of the fiscal year, however the Engineering Services Department is managing the project. This transfer would move the project funding under the Engineering Services Department. There is no change to the project budget.

BUDGET IMPACT:

a. The transfer will reduce the general fund contingency and increase Fire & Medical Services logistics budget by \$45,000 in FY2025.

b. The City's Volunteer Firefighter Pension Fund accumulated balance will be used to paydown the PSPRS unfunded liability, which should result in a reduction in the City's future Fire PSPRS contributions.

c. There are realized savings in the Old Town Avondale Phase III project (T0200) which will cover this transfer request. The total project budget for Old Town Avondale Phase III (T0200) will be reduced by \$75,000 and the total project budget for HAWK Signal on El Mirage Rd at Pima St (T0338) will be increased by \$75,000.

d. The transfer will reduce the general fund contingency and increase the total project budget and award authority by \$925,000. There is capacity within the general fund contingency to cover this transfer.

e. There are realized savings in the Old Town Avondale Phase III project (T0200) which will cover this transfer request. The transfer will decrease the total project budget for Old Town Avondale Phase IV (T0201) by \$241,000 and established a new project Las Ligas ADA Ramps (T0438) with a total project budget of \$241,000.

f. The transfer will move the project funding from under the Public Works Department to the Engineering Services Department. There will be no budget impact to the project.

g. The transfer will move the project funding from under the Public Works Department to the Engineering Services Department. There will be no budget impact to the project.

RECOMMENDATION:

Staff recommends that City Council approve the transfer of budget capacity listed in the attached Exhibit A, increase award authority to include the additional budget the for projects, and authorize staff to modify the interfund transfer schedule to accommodate the transfers in Exhibit A.

Contact person for document distribution:

Exhibit A: Quarterly Budget Transfer Schedule - January 27, 2025

FY2025

Operating Budget Adjustments

Transfer	From Account	From Account Description	To Account	To Account Description	Amount	Notes
(a)	10190000-99000	General Fund Contingency	10134520-62010	Fire & Medical Services Logistics	45,000	Fire computer aided dispatch (CAD) fees
(b)	28090000-69000	Unanticipated Revenues		PSPRS Unfunded Liability - Fire	216,146 + interest earned	

Capital Improvement Project Adjustments

Transfer	From Account	From Account Description	To Account	To Account Description	Amount	Notes
(c)	22040901-86000-T0200	Old Town Avondale Phase III (T0200)	20340901-86000-T0338	HAWK Signal on El Mirage Rd at Pima St (T0338)	75,000	
(d)	10190000-99000	General Fund Contingency	11055900-86000-P0333	Pickleball Court Construction at Friendship Park (P0333)	1,000,000	
(e)	25640901-86000-T0201	Old Town Avondale Phase IV (T0201)	25640901-86000-T0438	Las Ligas ADA Sidewalk Ramps (T0438)	241,000	
(f)	20370901-86000-T0378	Citywide Sidewalk Expansion and Improvements Program FY2025 (T0378)	20340901-86000-T0378	Citywide Sidewalk Expansion and Improvements Program FY2024 (T0378)	215,000	
(g)	20370901-80000-T0376	Lower Buckeye Corridor Study (T0376)	20340901-80000-T0376	Lower Buckeye Corridor Study (T0376)	400,000	

ITEM NUMBER: 3.c.

SUBJECT: Resolution 1003-0125 - First Amendment to Intergovernmental Agreement with the Arizona Board of Regents, on behalf of the University of Arizona and the Water Resources Research Center's Project WET Program

MEETING DATE: 1/27/2025

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

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 Areas:

Natural Resources and Open Spaces – Avondale recognizes the value of its natural resources and promotes environmental sustainability and conservation in its operations, activities and planning.

This innovative agreement demonstrates a partnership between Avondale and Project WET to promote the protection and conservation of our most precious natural resource, water.

Community-Oriented Lifelong Learning Opportunities – Avondale will continue to foster an environment where education is a defining value and learning opportunities abound for residents of all ages.

This agreement provides educational materials tailored toward elementary school students. However, parents and other adults have acknowledged the water cycle and conservation lessons as informative and beneficial to all ages.

PURPOSE:

City Council will consider a request to adopt Resolution 1003-0125, approving a First Amendment to the Intergovernmental Agreement (IGA) between the Arizona Board of Regents, on behalf of the University of Arizona and its Water Resources Research Center's Project WET Program and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Arizona Project WET, a cooperative extension of the University of Arizona, develops water stewardship and Science, Technology, Engineering and Mathematics (STEM) literacy. The program provides professional development to teachers, including instructional practice and deeper content knowledge; direct student outreach that delivers classroom learning or extends beyond the classroom; and promotes community engagement.

Since 2006, the City has collaborated with the University of Arizona to instill a deeper understanding of Arizona's water resources in Avondale's fourth grade and middle school students. This partnership has historically supported water programs such as the annual Project WET Water Festival and the fourth grade groundwater program. This is a renewal of the current IGA. The continued goal of all programs is to promote environmental stewardship and water conservation.

DISCUSSION:

The renewal of the IGA defines programs and participation in educational events and instruction from the University of Arizona's Project WET. Avondale's financial obligation under this agreement is proportional to Project WET's capacity in delivering the events to Avondale's elementary and middle school children. This IGA establishes a total agreement cost not to exceed \$20,000.00 annually. Individual program costs are tracked separately as outlined in the agreement and are invoiced to the City as utilized. This IGA does not obligate the City to spend the full \$20,000.00 annually for any fiscal year. The duration of this renewed IGA is to extend until September 1, 2025. After the expiration of this term, the IGA shall automatically renew for five successive one-year terms (each year being a "Renewal Term"), subject to annual allocation of funds thereof, and unless terminated as otherwise provided pursuant to the terms and conditions of the IGA.

BUDGET IMPACT:

Funding for this Agreement with the Arizona Board of Regents is included in the adopted FY2025 budget. Future funding shall be contingent upon budget approval in subsequent fiscal years.

RECOMMENDATION:

Staff recommends that City Council adopt Resolution 1003-0125 approving a renewed Intergovernmental Agreement (IGA) between the Arizona Board of Regents, on behalf of the University of Arizona and its Water Resources Research Center's Project WET Program and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Amber Hughes, Cole Pihl, Kirk Beaty, Eric Bay, Suzie Hunter, Brandon Cartwright

INTERGOVERNMENTAL AGREEMENT
Between
The CITY OF AVONDALE
And
The ARIZONA BOARD OF REGENTS
On behalf of the University of Arizona, and its
Water Resources Research Center
Arizona Project WET Program

This Intergovernmental Agreement (this “Agreement”) by and between the CITY OF AVONDALE, an Arizona municipal corporation (the “City”) and the ARIZONA BOARD OF REGENTS, on behalf of the University of Arizona and its Water Resources Research Center's Arizona Project WET Program (the “Contractor” or “APW”). The City and the Contractor are sometimes collectively referred to in this Agreement as the “Parties” and each individually as a “Party.”

RECITALS

A. The City and Contractor desire to partner to provide water conservation programs to local schools, specifically the Water Festivals Program and the Water Scene Investigation Program (collectively, the “Programs”).

B. The purpose of this partnership is to (i) enhance the ability of teachers to instruct students and students to learn about Arizona's water resources, wise water management, drought and sustainability and water conservation thus building an ethic of water stewardship and to (ii) inspire students to adopt home water conservation practices through not only technological changes but behavioral changes that help conserve water.

C. The Parties desire to enter into this Agreement to set forth the terms by which the Parties will jointly provide the Programs. The Parties are authorized and empowered to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 11-951 and 11-952.

AGREEMENT

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

1. Work Programs and Deliverables.

A. **Contractor Obligations.** During the Term (defined below), Contractor will provide the Programs as set forth herein.

I. **Arizona Water Festival Programs.** Contractor shall deliver Water Festivals as agreed with the City, reaching a minimum of 500 students per year. The Arizona Water Festival Program engages teachers in professional development that helps them infuse 21st-century

learning skills and STEM into the classroom while also preparing their students for the Water Festival Community Education Event. After attending the workshop, teachers implement a standards-aligned curriculum that prepares students for the water festival and then deepens their investigatory learning after they return to the classroom. Participating teachers bring their students to the Water Festival Community Education Event, a celebration of water located outside of school. At the event, trained volunteers engage at least 500 children in an interactive and fun exploration of the groundwater system, watersheds, water conservation, and the water cycle.

II. Arizona Water Festival Programs Deliverables.

1. Conduct 7-hour professional development workshops, as needed, to support the Arizona Water Festival Water Unit.
2. Assess teachers' knowledge gain as a result of the teacher workshop.
3. Work with school district specialists to schedule schools, classrooms, teachers and students for the Water Festival Event.
4. Continue to award professional development credits for the teacher workshop in accordance to district's guidelines.
5. Maintain equipment and supplies for use at Avondale Water Festival Events.
6. Train volunteers to facilitate water festival lessons prior to the Avondale Water Festival.
7. Deliver all festival equipment and lead the set-up of the Avondale Water Festival
8. Conduct Avondale Water Festivals for 4th grade teachers and their students.
9. Evaluate student knowledge gains using established pre and post-assessments.
10. Evaluate the Avondale water festivals using teacher and volunteer surveys.
11. Continue to maintain a database of participant information, available to query upon request.
12. Continue to maintain an Avondale Teacher "Listserv" to provide a means to promote water education opportunities.

III. Additional Project WET Programming – Contractor shall deliver teacher requested programs such as the 4th grade groundwater, rainwater harvesting, or other available programs as agreed upon by the parties.

IV. Arizona Water Festival Program Cost – Base rate for Half day festival (for up to 16 classes), \$6,022, Full day Festival (for up to 32 classes) \$7,509.

V. **Arizona 4th grade Groundwater Program Cost** – Initial program Set-up and Launch \$600. Thereafter the cost is, \$457 for the first class period presentation, and \$307 for each additional class period presentation delivered on the same day at the same location.

- B. **City Obligations.** In supporting the Programs, the City will:
- I. Provide information to coordinate with APW tasks.
 - II. Assist in determining the festival locations each year.
 - III. Recruit volunteers to be trained and serve as facilitators at the Arizona Water Festival Programs
 - IV. Communicate with the Contractor via email or phone as needed.
 - V. Commit to advertising and marketing the program.
 - VI. Communicate with district administrators and teachers in Avondale to recruit classes to participate in the program.

2. **Participant Evaluations**

- A. The Contractor will secure evaluations from participants of teacher workshops and students participating in the Programs.
- B. The Contractor will provide the City with a brief report on any parent comments, and evaluation data from each teacher.

3. **Reports.**

- A. Within thirty (30) working days of the end of each quarter (July-April) during the fiscal year, the Contractor will provide a report of Program activities to City, covering each of the work program deliverables and including budget expenditures.
- B. Within 30 working days of May 31 of each year, the Contractor will provide an annual report of contract activities covering each of the work program deliverables to include: (i) summarized participant evaluation results and (ii) annual work volumes by program (e.g., number of participating teachers, classes, students; number of water festivals and participants; participation by school district).

4. **Recognition.** Contractor agrees to give recognition to the City for its support of the Programs when publishing project-related articles, research reports, or other written materials.

5. **Program Funding.**

- A. **Amount.** City agrees to pay Contractor the actual billed costs for the services outlined in this Agreement. Annual funding commitments and budget amounts will be provided prior to any planning and project activities. Funding for this Agreement shall not exceed \$20,000 annually, including overhead costs assessed by the Contractor.

B. Availability of Funds. Payments made by City to APW pursuant to this Agreement are conditioned upon the availability to City funds authorized for expenditure in this manner and for the purposes herein. Notwithstanding any other provision of this Agreement, in the event that City is unable to obtain sufficient funds for the purchase of these services, the Agreement shall be terminated upon written notice to APW that funds are not available to City.

C. Payment. Within thirty (30) working days of the end of each quarter (July-April), during the fiscal year, the Contractor shall submit an invoice to the City liaison designated below. If no funds are due to the contractor in any reporting period, an invoice is not necessary for that period.

I. Each educational invoice shall detail all labor, travel and material costs, and shall have copies of contractor standard financial reports or other evidence of purchase attached and shall be separate from any other agreements with the contractor.

II. The costs included in the invoice shall conform to the annual budget approved by City.

III. The City will send payments to the Contractor within 30 days of receipt of the invoicing at the following address:

University of Arizona
UArizona - Sponsored Projects Services
PO Box 41867
Tucson, AZ 85717

If sent by express delivery service:
UArizona - Sponsored Projects Services
PO Box 41867
Tucson, AZ 85717

6. **Project Management.** Any correspondence, invoices and reports shall be sent to individuals designated below:

The designated City project liaison is: Amber Hughes Water Conservation Coordinator City of Avondale Public Works Department 399 E. Lower Buckeye Road Avondale, AZ 85323	The Contractor's designated Project Director / Technical Contact is: Lisa Townsend, Arizona Project WET Director Water Resources Research Center 350 North Campbell Avenue Tucson AZ 85719 The Contractor's designated Financial Contact is: Marcel Villalobos, Director Post Award Services, Sponsored Project Services University of Arizona P.O. Box 210158B, Rm 538 Tucson AZ 85721-0158
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7. Personnel.

A. The Contactor represents that it has, or shall through this contract, secure all personnel required for the performance of the services under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with City.

B. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under the state and local law to perform the services contemplated under this Agreement.

8. Effective Date. This Agreement shall become effective on the date it is signed by both Parties.

9. Duration. This Agreement shall be effective as the Effective Date and shall remain in full force until August 31, 2024 (the “Initial Term”), subject to annual allocation of funds thereof, and unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for one successive five-year term (the “Renewal Term”), as evidenced in a written amendment to this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

10. Termination. City or Contractor may terminate this Agreement at any time by giving written notice to either of such termination, and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, reports, and/or other materials prepared by Contractor under this Agreement shall, at their option, be delivered to the City. If the agreement is terminated by City, Contractor shall be paid for all allowable costs, including any non-cancelable obligations, incurred prior to the date of termination, subject to audit verification by City or its duly authorized representative, if City so desires.

11. Non-Assignment. Neither party to this Agreement shall assign its rights under this Agreement without written permission from the other Party.

12. Construction of Agreement.

A. Entire agreement. This instrument constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. Any exhibits to this Agreement are incorporated herein by this reference.

B. Amendment. This Agreement may be modified, amended, altered or changed only by written agreement signed by both parties.

C. Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.

D. Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.

E. Severability. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

F. Conflict of interest. This Agreement is subject to the provisions of A.R.S. § 38-511.

13. Legal Jurisdiction. Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of either Party.

14. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Contractor and any City employees, or between City and any Contractor employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

15. No Third Party Beneficiaries. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

16. Interest of Officers or Employees of the City and of the Contractor. No officer or employee who exercises any function or responsibility in review or approval of the undertakings or carrying out of the project shall participate in any decision relating to this Agreement which affects their interest or personal interest or the interest of any corporation, partnerships, or associations in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or proceeds thereof.

17. Compliance with Laws. The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.

A. Anti-Discrimination. The provisions of A.R.S. § 41-1463 and Executive Order Number 2009-09 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement.

B. Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

C. Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

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

D. Israel. Each Party certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in A.R.S. § 35-393, of Israel.

18. Waiver. Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

19. Force Majeure. A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

20. Remedies. Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement. City and Contractor acknowledge that disputes arising from this Agreement may be subject to arbitration in accordance with A.R.S. § 12-1518.

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

22. Ownership of Information. City and Contractor shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all information prepared under this Agreement. Nothing in this paragraph shall be construed to justify or require violation of the provision of A.R.S. § 39-121 et. seq., or other applicable public records law.

23. Subcontractors.

A. Contractor shall not enter into any non-procurement subcontract and/or agreement utilizing City funds without the prior written approval by City.

B. If approval to subcontract is granted, Contractor shall provide City with a copy of each subcontract and/or agreement within thirty (30) days of its effective date.

24. Mutual Indemnity. Each party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “Indemnatee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “Claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed or have caused this instrument to be executed by their respective proper officers hereunto duly authorized as of the date and year set forth below.

ARIZONA BOARD OF REGENTS, a body
Corporate, for and on behalf of The University
of Arizona

CITY OF Avondale, a municipal corporation

By: 
Name: Christopher J. Barnhill
Its: Contracts Manager,
Office of Research Contracts

Date: November 6, 2023

By: 
By: Ron Corbin (Oct 10, 2023 07:41 PDT)
Name: Ron Corbin
Its: City Manager

Date: Oct 10, 2023

ATTEST:


Marcella Carrillo, City Clerk



ATTORNEY CERTIFICATION

This Intergovernmental Agreement between the City of Avondale and the Arizona Board of Regents has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

Nicholle Harris
Nicholle Harris (Oct 9, 2023 18:39 PDT)

Nicholle Harris, City Attorney

Joshua L J Estavillo

Printed Name: Joshua L J Estavillo

Title: Associate General Counsel

RESOLUTION NO. 1003-0125

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA BOARD OF REGENTS ON BEHALF OF THE UNIVERSITY OF ARIZONA RELATING TO THE ARIZONA PROJECT WET PROGRAM.

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

SECTION 1. The First Amendment (the “Amendment”) to the Intergovernmental Agreement with the Arizona Board of Regents, University of Arizona, Water Resources Center relating to water conservation programming is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, January 27, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1003-0125

[Amendment]

See following pages.

**FIRST AMENDMENT
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE ARIZONA BOARD OF REGENTS**

THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (this “First Amendment”) is entered into as of the date of the last signature below between the City of Avondale, an Arizona municipal corporation (“Avondale”) and the Arizona Board of Regents, on behalf of the University of Arizona and its Water Resources Research Center's Arizona Project WET Program (the “Contractor”). The City and the Contractor are sometimes collectively referred to in this Agreement as the “Parties” and each individually as “Party.”

RECITALS

- A. WHEREAS, the Parties entered into an Intergovernmental Agreement (the “Agreement”), dated on or about October 10, 2023, for Contractor and the City to jointly provide water conservation programs to local schools;
- B. WHEREAS, the Parties desire to extend the Agreement to continue jointly providing the water conservation programs.

AGREEMENT

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

- 1. Section 9 of the Agreement (Duration) is hereby deleted and replaced as follows:

Duration. This Agreement shall be effective as the Effective Date and shall remain in full force through August 31, 2024 (the “Initial Term”) Beginning September 1, 2024, the Parties have agreed to extend the Agreement until September 1, 2025 (the “Second Term”). After the expiration of the Second Term, this Agreement shall automatically renew for five successive one-year terms (each year being a “Renewal Term”), subject to annual allocation of funds thereof, and unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. The Initial Term, Second Term, and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

- 2. **Effect of Amendment.** In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Conflict of Interest. This First Amendment and the Agreement may be canceled by either party pursuant to ARIZ. REV. STAT. § 38-511.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates of their respective signatures written below.

“Avondale”

CITY OF AVONDALE, an Arizona
municipal corporation

Mike Pineda, Mayor

Date: _____

ATTEST:

Marcella Sarmiento, City Clerk

CERTIFICATION BY LEGAL COUNSEL

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

Nicholle Harris, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Contractor”

ARIZONA BOARD OF REGENTS, a body corporate,
for and on behalf of the University of Arizona

Ronald J Sanchez

Date: 12/17/2024

CERTIFICATION BY LEGAL COUNSEL

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

Josh Estavillo
Joshua Estavillo, Associate General Counsel
The University of Arizona

December 16, 2024
Date

ITEM NUMBER: 3.d.

SUBJECT: Ordinance 2004-0125 – 107th Avenue Right-of-Way Deannexation at Entrada

MEETING DATE: 1/27/2025

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 City initiated request to adopt Ordinance 2004-0125, authorizing the deannexation of 107th Avenue right-of-way at Entrada located on the west side of 107th Avenue and north of Broadway Road and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

City Council adopted Ordinance 2026-0820 on August 24, 2020, to rezone the vacant land along the west side of 107th Avenue and north of Broadway Road from Rural Residential-43 (RR-43) and Urban Residential (R1-6) to Planned Area Development Zoning District (PAD) as part of the Entrada Master Plan. The City annexed this land through Ordinance 2025-0820 on August 24, 2020.

On November 20, 2023, City Council approved a plat entitled "Map of Dedication Entrada – 107th Avenue" which was recorded in Book of Maps 1769, Page 48 in the Maricopa County Recorder's Office. The plat dedicated 32 feet of right-of-way to the City along the west side of 107th Avenue between Broadway Road and approximately 950 feet south of Miami Avenue. The 32-foot right-of-way is adjacent to the existing 33 feet of existing half street right-of-way owned by the County.

DISCUSSION:

Maricopa County currently maintains the existing 107th Avenue street improvements along Entrada's frontage. The County is requiring Entrada to construct additional 107th Avenue half street improvements adjacent to their development so 107th Avenue will meet County standards. For the County to maintain the new 107th

Avenue street improvements constructed by Entrada, the City must deannex to the County the 32 feet of right-of-way dedicated by the 107th Avenue Map of Dedication. The Maricopa County Board of Supervisors (BOS) will then accept the 32 feet as County right-of-way.

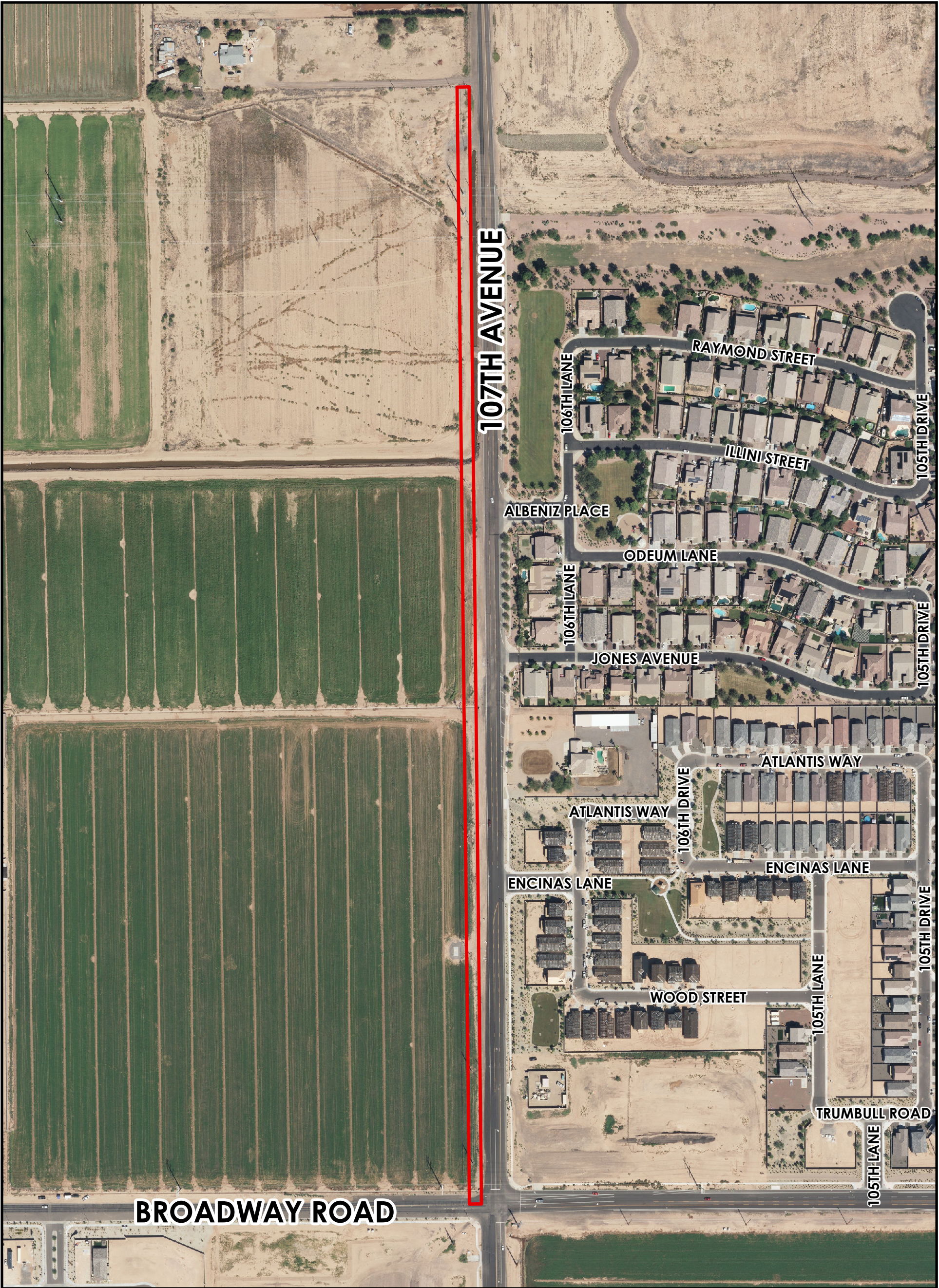
BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the deannexation of 107th Avenue right-of-way 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



Vicinity Map



 De-Annexation Area

Not to Scale



ORDINANCE NO. 2004-0125

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECREASING THE CORPORATE LIMITS OF THE CITY OF AVONDALE BY DEANNEXING A PORTION OF RIGHT-OF-WAY, GENERALLY LOCATED ALONG 107TH AVENUE NORTH OF BROADWAY ROAD AND SOUTH OF LOWER BUCKEYE ROAD.

WHEREAS, ARIZ. REV. STAT. § 9-471.03 (C) provides a method for deannexation of land from one municipality and annexation to another municipality; and

WHEREAS, it is the desire of the City of Avondale (“Avondale”) to deannex to Maricopa County, Arizona (“Maricopa”) a portion of right-of-way within Avondale’s corporate limits, generally located along 107th Avenue, north of Broadway Road and south of Lower Buckeye Road, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the “Deannexation Area”); and

WHEREAS, said Deannexation Area is contiguous to the corporate limits of Maricopa County; and

WHEREAS, the Deannexation Area is comprised entirely of right-of-way, with no owners of real property other than Avondale, such that notice as required by ARIZ. REV. STAT. § 9-471.03(F) is unnecessary.

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

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

SECTION 2. The Deannexation Area is hereby deannexed from the corporate boundaries of Avondale, contingent upon the fulfillment of the conditions of ARIZ. REV. STAT. § 9-471.03.

SECTION 3. The City Clerk is hereby authorized and directed to file a copy of this Ordinance with the Maricopa County Board of Supervisors with a request that the Board of Supervisors set a hearing date as set forth in ARIZ. REV. STAT. § 9-471.03.

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, January 27, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2004-0125

[Legal Description and Map of Deannexation Area]

See following pages



**Legal Description
Entrada – 107th Avenue
DE-ANNEXATION**

Job No. 21-0147

August 12, 2024

A portion of the East Half of Section 19, Township 1 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at a 4-inch Maricopa County brass cap flush at the Southeast Corner of said Section 19, from which a 4-inch Maricopa County brass cap flush at the South Quarter Corner of said Section 19, bears South 89 degrees 26 minutes 07 seconds West, 2,599.52 feet;

thence along the South line of the Southeast Quarter of said Section 19, South 89 degrees 26 minutes 07 seconds West, 33.00 feet to the **POINT OF BEGINNING**.

thence continuing along said South line, South 89 degrees 26 minutes 07 seconds West, 32.00 feet;

thence along the West line of the east 65.00 feet of said Southeast Quarter, North 0 degrees 37 minutes 32 seconds West, 2653.59 feet;

thence along the West line of the east 65.00 feet of the Northeast Quarter of said section 19, North 0 degrees 41 minutes 57 seconds West, 332.19 feet;

thence North 88 degrees 52 minutes 30 seconds East, 32.00 feet;

thence along the West line of the east 33.00 feet of said Northeast Quarter, South 0 degrees 41 minutes 57 seconds East, 332.44 feet;

thence along the west line of the east 33.00 feet of the Southeast Quarter of said section 19, South 0 degrees 37 minutes 32 seconds East, 2653.64 feet to the **POINT OF BEGINNING**.

Said portion of land containing 95,550 square feet, or 2.1935 acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

This description shown hereon is not to be used to violate subdivision regulations of the state, county and/or municipality, or any other land division restrictions.

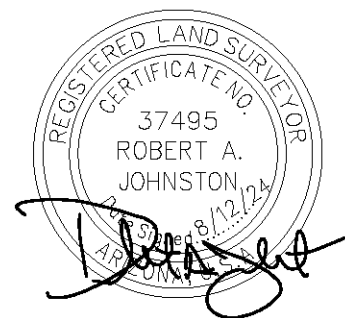


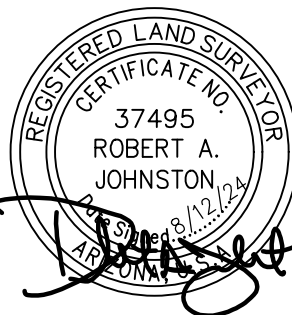
EXHIBIT "A"

MATCH LINE SEE BELOW RIGHT

LOWER BUCKEYE ROAD

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°26'07"W	32.00'
L2	N00°37'32"W	2653.59'
L3	N00°41'57"W	332.19'
L4	N88°52'30"E	32.00'
L5	S00°41'57"E	332.44'
L6	S00°37'32"E	2653.64'

(A) IRRIGATION EASEMENT
DOCUMENT 2024-0354512,
M.C.R.



NE COR
SEC 19,
T1N, R5E
FOUND 4"
MCDOT
BRASS CAP
FLUSH

E1/4 COR
SEC 19,
T1N, R5E
NOTHING
FOUND

AREA
95,550 SF
2.1935 AC
+/-



S1/4 COR
SEC 19,
T1N, R1E
FOUND 4" MARICOPA
COUNTY BRASS CAP
FLUSH

POINT OF
BEGINNING

POINT OF
COMMENCEMENT
SE COR
SEC 19,
T1N, R1E
FOUND 4"
MARICOPA COUNTY
BRASS CAP FLUSH

BROADWAY ROAD

107TH AVENUE

MATCH LINE SEE TOP LEFT

Aug 12, 2024 5:20pm S:\Projects\2021\21-0147\Land Survey\Legals\21-0147 107th Ave - ROW_ExV3.dwg
agross

21-0147

ENTRADA - 107TH AVENUE
EXHIBIT "A"

DE - ANNEXATION



1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

ITEM NUMBER: 4.a.

SUBJECT: Council Budget Discussion

MEETING DATE: 1/27/2025

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

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

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

STRATEGIC PLAN:

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

PURPOSE:

City staff will present an update on the City's financials and seek the Council's feedback on the Fiscal Year 2026 budget. This item is for discussion and feedback only; no Council action will be taken.

BACKGROUND:

The presentation will cover the current status of the City's financials and the needs for the Fiscal Year 2026 budget.

DISCUSSION:

The presentation will cover the current status of the City's financials and needs for the Fiscal Year 2026 budget.

BUDGET IMPACT:

The discussions today will provide guidance for the development of the Fiscal Year 2026 budget.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: n/a