



City of Avondale

City Council Meeting

Monday, July 7, 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 | Dale Nannenga, Assistant City Manager

Katie Gregory, Assistant 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, July 7, 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. PRESENTATION ITEMS (DISCUSSION ONLY)

a. EMPLOYEE ANNOUNCEMENTS

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

City Attorney's Office

- Danee Garone, Attorney II
- Ryan Johnston, Legal Intern

Engineering Department

- Carlos Corona, Senior Engineering Technician
- Sergio Perez, Traffic Signal Technician

Fire and Medical Department

- Jose Guzman, Engineer (Promotion)

b. PROCLAMATION - WORLD BRAIN DAY

City Council will present a proclamation recognizing July 22, 2025 as World Brain Day. This item is for discussion only.

c. PROCLAMATION - PARK AND RECREATION MONTH

City Council will read a proclamation recognizing July 2025, as Park and Recreation Month. This item is for discussion only.

d. PROPERTY ALL-STAR CURB APPEAL AWARD

City Council will recognize property owners in Avondale that demonstrate community pride and maintain their properties to a higher standard. 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 June 16, 2025 City Council meeting minutes. The Council will take appropriate action.

b. QUARTERLY BUDGET TRANSFER

City Council will consider requests to 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 1042-0725 - PARKS AND RECREATION ADVISORY BOARD BYLAWS

City Council will consider a request to adopt Resolution 1042-0725, amending the Parks and Recreation Advisory Board name and bylaws to change the name to the Parks, Recreation & Libraries Advisory Board and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTION 1043-0725 - AUTHORIZING GRANT ACCEPTANCE FROM AZ DEPARTMENT OF ADMINISTRATION FOR THE FY26 ARIZONA 911 GRANT PROGRAM

City Council will consider a request to: a) adopt Resolution 1043-0725, accepting grant funding from the Arizona Department of Administration for the AZ 911 Grant Program in the amount of \$169,775 for Fiscal Year 2026; b) authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 1044-0725 - FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR RECYCLING SERVICES

City Council will consider a request to adopt resolution 1044-0725, approving the Fourth Amendment to the Intergovernmental Agreement with the City of Phoenix for Fiscal Year 2026 recycling services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 1045-0725 - FISCAL YEAR 2026 PROPOSED FEE CHANGES

City Council will consider a request to adopt Resolution 1045-0725, approving the Fiscal Year 2026 proposed user fee changes and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 1046-0725 AND 1047-0725 – MAINTENANCE IMPROVEMENT DISTRICT NO. 45 FOR ENTRADA – PHASE 6

City Council will consider a request to: a) approve the Petition for Formation; b) adopt Resolution 1046-0725, declaring its intention to form the City of Avondale Maintenance Improvement District No. 45, Entrada – Phase 6, providing for the assessment; c) adopt Resolution 1047-0725, declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency; and d) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. RESOLUTION 1048-0725 - INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATING IN THE ARIZONA CHILD ABDUCTION RESPONSE TEAM

City Council will consider a request to adopt Resolution 1048-0725, authorizing the Avondale Police Department's participation in an intergovernmental agreement (IGA) with the Arizona Child Abduction Response Team and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. ORDINANCE 2024-0725 – SRP POWER DISTRIBUTION EASEMENT FOR CIVIC CENTER PARK

City Council will consider a request to adopt Ordinance 2024-0725, authorizing the granting of a power distribution easement to the Salt River Project (SRP) in connection with the Civic Center Park Project and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. ORDINANCE 2025-0725 – 113TH AVENUE RIGHT-OF-WAY ANNEXATION AT ENTRADA

City Council will consider a City-initiated request to adopt Ordinance 2025-0725, authorizing the annexation of 113th Avenue right-of-way at Entrada located generally north of Broadway Road and east of Avondale Boulevard and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. REGULAR AGENDA

a. PUBLIC HEARING AND ORDINANCE 2026-0725 - HERMOSA RANCH TECHNOLOGY CAMPUS NORTH - MAJOR PLANNED AREA DEVELOPMENT AMENDMENT PL-25-0054

City Council will hold a public hearing and consider a request by Carolyn Oberholtzer with Bergin, Frakes, Smalley and Oberholtzer PLLC to adopt Ordinance 2026-0725, amending the Hermosa Ranch Technology Campus North - Planned Area Development comprising approximately 239 gross acres and located at the southwest corner of Avondale Boulevard and Lower Buckeye Road and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The amendment will adjust the height restriction on the data center portion of the property and modify the PAD stipulations that address infrastructure phasing for the PAD. The Council will take appropriate action.

b. RESOLUTION 1049-0725 - CITY'S 2025 STRATEGIC PLAN

City Council consider a request to adopt Resolution 1049-0725, approving the 2025 Five-Year Strategic Plan and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The document will guide internal performance management and budget development and external service delivery. The Council will take appropriate action.

c. ORDINANCE 2027-0725 – AMENDMENT OF CITY CODE CHAPTER 7, ARTICLES I, II, III, IV, AND V – RELATING TO SPECIAL EVENTS

City Council will consider a request to adopt Ordinance 2027-0725, amending the Avondale City Code, Chapter 7, Articles I, II, III, IV, and V, relating to special event definitions and general requirements, 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 2028-0725 - AMENDMENT TO CITY CODE CHAPTER 24, ARTICLE V - WATER SERVICE AND WATER RESOURCE MANAGEMENT

City Council will consider a request to adopt Ordinance 2028-0725, amending the Avondale City Code, Chapter 24, Article V, relating to water service and water resource management and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

6. SUMMARY OF CURRENT EVENTS FROM MAYOR, VICE MAYOR, AND COUNCILMEMBERS
(5 minutes)

7. EXECUTIVE SESSION

The Council will hold an executive session pursuant to:

a. Ariz. Rev. Stat. § 38-431.03 (A)(3); (A)(7) for discussion with designated representatives of the public body to consider its position and instruct its representatives regarding negotiations for the lease or sale of real property in the vicinity of I-10 and Avondale Blvd and for discussion or consultation with the City's Attorney for legal advice and to instruct the City's Attorney regarding a proposed development agreement with Whitten Development Inc.; and

b. Ariz. Rev. Stat. § 38-431.03 (A)(3);(A)(4) for discussion or consultation with the City Attorney for legal advice in order to consider its position and instruct the City Attorney on the Council's position regarding a proposed development agreement with Sierra Luna Energy Storage, LLC.

Reconvene immediately following the Executive Session

8. REGULAR AGENDA (CONTINUED)

a. RESOLUTION 1050-0725 - DEVELOPMENT AGREEMENT WITH SIERRA LUNA ENERGY STORAGE LLC

City Council will consider a request to adopt Resolution 1050-0725, approving a Development Agreement with Sierra Luna Energy Storage LLC and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

9. 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: Proclamation - World Brain Day

MEETING DATE: 7/7/2025

TO: Mayor and Council

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

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.
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PURPOSE:

City Council will present a proclamation recognizing July 22, 2025 as World Brain Day. This item is for discussion only.

BACKGROUND:

The City Council will present a Proclamation recognizing World Brain Day.

DISCUSSION:

The City of Avondale proclaims July 22, 2025 as World Brain Day, recognizing the importance of brain health, mental resilience, and lifelong learning, and encouraging residents to support those affected by neurological conditions while promoting activities that enhance cognitive well-being and human potential.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution:

Avondale

PROCLAMATION

WORLD BRAIN DAY

Whereas, the City of Avondale recognizes World Brain Day, observed annually on July 22, as a vital opportunity to promote global awareness of brain health and the importance of preventing and treating neurological disorders; and

Whereas, the City of Avondale recognizes World Brain Day, observed annually on July 22, as a vital opportunity to promote global awareness of brain health and the importance of preventing and treating neurological disorders; and

Whereas, July is an important month to raise awareness about Alzheimer's disease and other neurological conditions, highlighting the strength and resilience of those affected, alongside the dedication of their families, caregivers, and communities; and

Whereas, promoting brain health through education, healthy lifestyles, social connection, creativity, and lifelong learning empowers residents to protect cognitive vitality and live fulfilling lives; and

Whereas, the concept of brain capital, recognizing brain health as a vital economic and social asset, underscores the need to invest in research, education, and supportive environments that strengthen community cognitive resilience and productivity; and

Whereas, during the month of July, the City of Avondale joins communities globally in celebrating brain health, supporting those affected by Alzheimer's and other neurological conditions, and promoting activities that inspire hope, connection, and wellness; and

NOW, THEREFORE, on behalf of the Avondale City Council, the City of Avondale, Arizona, hereby proclaims July 22, 2025 as World Brain Day, and encourages all residents to participate in activities that promote brain health and support individuals affected by neurological conditions.

Proclaimed this 7th day of July 2025.

Mayor

Attest: _____
City Clerk

ITEM NUMBER: 2.c.

SUBJECT: Proclamation - Park and Recreation Month

MEETING DATE: 7/7/2025

TO: Mayor and Council

FROM: Corey Larriva, Parks, Recreation, and Libraries Director

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

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

STRATEGIC PLAN:

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.

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.

PURPOSE:

City Council will read a proclamation recognizing July 2025, as Park and Recreation Month. This item is for discussion only.

BACKGROUND:

Since 1985, people in the United States have celebrated Park and Recreation Month in July to promote building strong, vibrant and resilient communities through the power of parks and recreation and to recognize the more than 160,000 full-time park and recreation professionals — along with hundreds of thousands of part-time and seasonal workers and volunteers — that maintain our country's local, state and community parks.

Through efforts by the National Recreation and Parks Association (NRPA), the U.S. House of Representatives passed an official resolution for Park and Recreation Month in 2009, and introduced the resolution in 2017 and 2018.

Park and recreation agencies across the nation are recognizing the month with summer programs, events, contests, commemorations and celebrations.

The services that park and recreation professionals provide are vital for our communities — from protecting open spaces and natural resources to helping fight obesity and providing activities and resources for all people. Park and Recreation Month encourages everyone to reflect on the exponential value park and recreation professionals bring to communities.

As an agency accredited by the Commission for Accreditation of Park and Recreation Agencies (CAPRA), the

Avondale Parks, Recreation & Libraries Department demonstrates its unwavering commitment to upholding the highest professional standards and implementing best practices in delivering exceptional park and recreational services to the Avondale community. The department's service offerings have expanded and evolved throughout Avondale's growth. Recent master plan data highlight services to over ~131,000 annual participants through programs, activities, and classes.

Avondale Parks, Recreation & Libraries Department manages 13 parks, spanning over 200 acres of parkland, and oversees a recently renovated community center and a state-of-the-art aquatic center. Combined, these opportunities and amenities create a robust system that enhances the quality of life, wellness, and enjoyment of residents and visitors.

The Department's vision is clear: "Enriching the Avondale community through learning and recreational opportunities that reflect our vitality and diversity."

Supporting this vision is the Department's mission: "Making lives better with dynamic services and spaces to learn, play, and connect."

DISCUSSION:

Each July, we celebrate park and recreation professionals and how they improve the lives of tens of millions of people, making a lasting impact in communities across the country. Park and recreation programs are essential to community health and well-being and help cultivate lifelong friendships, memories and family bonds that people hold dear decades later.

This year's theme, "Build Together, Play Together, " reminds us of the contributions of more than 160,000 full-time park and recreation professionals around the country — along with hundreds of thousands of part-time and seasonal workers and volunteers — who maintain our country's close-to-home parks.

As part of Park and Recreation Month, NRPA is celebrating Park and Recreation Professionals Day on Friday, July 18. This is a day to celebrate all the dedicated professionals who build strong, vibrant and resilient communities through the power of parks and recreation.

BUDGET IMPACT:

No budget impact.

RECOMMENDATION:

The Parks, Recreation, and Libraries Department appreciates the Mayor reading the proclamation for Park and Recreation Month.

Contact person for document distribution:

Avondale

PROCLAMATION

Designation of July as Park and Recreation Month

Whereas, parks and recreation is an integral part of communities throughout this country, including the City of Avondale; and

Whereas, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

Whereas, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

Whereas, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

Whereas, parks and recreation programming and education activities, such as out-of-school time programming, youth sports & environmental education, are critical to childhood development; and

Whereas, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

Whereas, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

Whereas, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

Whereas, the City of Avondale recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, on behalf of the Avondale City Council, the City of Avondale, Arizona, hereby proclaims July 2025 Park and Recreation Month.

Proclaimed this 7th day of July 2025.

Mayor

Attest: _____
City Clerk

ITEM NUMBER: 2.d.

SUBJECT: Property All-Star Curb Appeal Award

MEETING DATE: 7/7/2025

TO: Mayor and Council

FROM: Joshua Perez, Code Compliance Manager

THROUGH: Dale Nannenga, Assistant City Manager, (623) 333-1017

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Public Health and Safety- Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.

PURPOSE:

City Council will recognize property owners in Avondale that demonstrate community pride and maintain their properties to a higher standard. This item is for discussion only.

BACKGROUND:

The Avondale Code Compliance Division has developed a quarterly recognition program to identify and formally recognize those property owners that demonstrate community pride in maintaining their properties to a higher standard that other property owners may aspire as well.

DISCUSSION:

Two Avondale property owners will be recognized for their community pride and exceptional maintenance of their properties.

BUDGET IMPACT:

There is no impact on the budget.

RECOMMENDATION:

This item is for information and discussion only.

Contact person for document distribution:

ITEM NUMBER: 4.a.

SUBJECT: Minutes

MEETING DATE: 7/7/2025

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 June 16, 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 June 16, 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
June 16, 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 5:31 p.m.

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

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

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; Edith Baltierrez, Neighborhood and Family Services Assistant Director; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Albert Bates, Assistant Police Chief; Kirk Beaty, Public Works Director; Barbara Coppage, City Auditor; Joel Evans, Facilities Director; Corey Larriva, Parks and Recreation Director; Andy Mesquita, Human Resources Director; Kimberly Moon, Engineering Director; Jodie Novak, Development Services Director; Larry Rooney, Fire Chief; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; Jennifer Stein, Economic Development Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 15 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. PROCLAMATION – SMALL CITIES MONTH

City Council presented a proclamation recognizing June 2025 as Small Cities Month. This item was for discussion only.

b. PROCLAMATION – WESTMARC DAY

City Council presented a proclamation recognizing June 23, 2025, as WESTMARC Day. This item was for discussion only.

c. RECOGNITION OF THE COMMITTEE MEMBERS OF THE AVONDALE CITIZEN BOND COMMITTEE

City Council recognized the Avondale Citizen Bond Committee Members for their dedicated service to the community. This item was for discussion only.

3. UNSCHEDULED PUBLIC APPEARANCES

Jamie Aldama, Executive Director of Unified Initiatives for Sounds of Autism, Goodyear, Arizona, addressed the Council with concerns related to teenage vaping. The various ways vaping is negatively affecting teenagers were discussed, such as health risks, lack of competitiveness in sports and academics, their social life, and addictiveness. There were 250 West Valley teenagers surveyed, and 50 percent reported purchasing vape items from local retailers.

Mr. Aldama asked the Council to consider creating a policy or ordinance that mandates the age for purchasing vape and vape products from 18 to 21 years of age. In addition, to work with the Police Department to increase enforcement of the illegal sale of vape products to teenagers.

Teresa DeSanti, addressed the Council regarding the additional \$800,000 for the Fire Department and its allocation. Ms. DeSanti also discussed a possible change in contracted ambulance services and suggested there is a “good ole boy” system in place interfering with the process.

Linda Yeager, a resident of Litchfield Park, addressed the Council regarding allegations related to the previous Fire Chief Adams and Deputy Fire Chief Ben Avitia. Ms. Yeager suggested background checks include speaking with prior employees to learn more about the applicant.

City Manager Corbin stated he did not appreciate the Chief’s or the staff’s integrity being attacked and he was aware of all the situations discussed. The Avondale Fire Department is above par on ethics and ability to serve the community.

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 with the exception of agenda items 4f and 4h.

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 June 2, 2025, City Council meeting minutes.

b. REAPPOINTMENT OF MICHAEL KIELSKY AND DAVID GARRISON TO THE JUDICIAL ADVISORY BOARD

City Council reappointed Michael Kielsky and David Garrison to the Judicial Advisory Board for an additional term to expire on June 30, 2029.

c. AMENDMENT TO THE PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT WITH BARBARA COPPAGE (CITY AUDITOR)

City Council approved an amendment to the Professional Services and Employment Agreement (the "Employment Agreement") with Barbara Coppage, City Auditor and authorized the Mayor, City Attorney and City Clerk to execute the necessary documents.

d. AMENDMENT TO THE PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT WITH RON CORBIN (CITY MANAGER)

City Council approved an amendment to the Professional Services and Employment Agreement ("Employment Agreement") with City Manager, Ron Corbin and authorized the Mayor, City Attorney and City Clerk to execute the necessary documents.

e. AMENDMENT TO THE PROFESSIONAL SERVICES AND EMPLOYMENT AGREEMENT WITH NICHOLLE HARRIS (CITY ATTORNEY)

City Council approved an amendment to the Professional Services and Employment Agreement with City Attorney, Nicholle Harris and authorized the Mayor, Special Legal Counsel and City Clerk to execute the necessary documents.

f. RESOLUTION 1034-0625 - WATER CONSERVATION REBATE ADJUSTMENTS

This item was pulled from the consent agenda for further discussion. Item is listed below in more detail.

g. RESOLUTION 1035-0625 - ADOPTION OF PROPERTY TAX LEVIES FOR MAINTENANCE IMPROVEMENT DISTRICTS (MIDS)

City Council adopted Resolution 1035-0625, adopting property tax levies for Maintenance Improvement Districts (MIDs) and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

h. RESOLUTION 1036-0625 - ADOPTION OF THE CITY OF AVONDALE PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (PTASP)

This item was pulled from the consent agenda for further discussion. Item is listed below in more detail.

i. RESOLUTION 1037-0625 - INTERGOVERNMENTAL AGREEMENT BETWEEN ARIZONA FIRE & MEDICAL AUTHORITY AND THE CITIES OF AVONDALE, BUCKEYE, EL MIRAGE, GLENDALE, GOODYEAR, PEORIA, SURPRISE, TOLLESON AND THE FIRE DISTRICTS OF DAISY MOUNTAIN AND SUN CITY FOR USE OF FIRE APPARATUS.

City Council adopted Resolution 1037-0625, authorizing an Intergovernmental Agreement between the Arizona Fire & Medical Authority, the Cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Surprise, Tolleson, the Fire and Medical Districts of Daisy Mountain and Sun City for use of fire apparatus and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

j. RESOLUTION 1038-0625 - INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (MCDOT), THE CITY OF AVONDALE AND THE CITY OF PHOENIX FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF A TRAFFIC SIGNAL AT 99TH AVENUE AND ENCANTO BOULEVARD

City Council adopted Resolution 1038-0625, authorizing an Intergovernmental Agreement (IGA) with MCDOT and the City of Phoenix for the design, construction, operation, and maintenance of a traffic signal at 99th Avenue and Encanto Boulevard and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

k. RESOLUTION 1039-0625 - AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) – FISCAL YEAR 2026 TRANSIT SERVICES

City Council adopted Resolution 1039-0625, approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for Fiscal Year 2026 (Contract #106-75-2026-14-00) relating to public transportation services and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

l. RESOLUTION 1040-0625 - AMENDMENT NO. 4 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HOME CONSORTIUM

City Council adopted Resolution 1040-0625, authorizing Amendment No. 4 to the Intergovernmental Agreement (IGA) with Maricopa County to allow the City to receive an allocation of federal funding under the HOME Investment Partnerships Program-American Rescue Plan (HOME-ARP) in the amount of \$371,794 and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

NOTE FROM THE CITY CLERK: THE FOLLOWING ITEMS WERE PULLED FROM THE CONSENT AGENDA TO BE VOTED ON SEPARATELY.

f. RESOLUTION 1034-0625 - WATER CONSERVATION REBATE ADJUSTMENTS

City Council considered a request to adopt Resolution 1034-0625, adopting a smart irrigation controller rebate for residential water users and a rain barrel/water cistern rebate for residential and non-residential water users and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Cole Pihl, Water Resources Manager, presented and discussed the Water Conservation Rebate Program. An overview of the program was presented including Amber Hughes, Conservation Coordinator's role in promoting, processing, and educating residents about the rebates and the requirement by State Law through the Arizona Department of Water Resources.

Mr. Phil reviewed the requirements for residents and business owners to qualify for the rebates. The current rebates offered focus on water savings outside of the home and reduces water consumption per capita, which is one of the Sustainability goals. Included is a \$100 per household rebate for use of a smart irrigation controller. These controllers are more accurate, efficient, and save water in the long term. The second rebate is \$100 per rain barrel with a limit of two per household, and a non-residential \$100 rebate for use of a rain barrel or \$150 for a larger water cistern. The use of a rain barrel is waterwise by conserving rainwater for use in gardens as well as other outside needs.

The AquaSmart Program, funded through the Water Infrastructure Finance Authority (WIFA) Grants, offers residents the opportunity to have their water bills monitored for a year. If a 10 or 20 percent reduction in water usage is seen, they will receive a rebate in the amount of the savings. During the month of June 2025, thirteen residents received rebates. It is anticipated that approximately 113 residents will participate in the program over the next year.

Mayor Pineda stated this is knowledge an education that residents may not be aware of, and the Council should assist in getting the word out.

Councilmember Conde moved to adopt Resolution 1034-0625, adopting a smart irrigation controller rebate for residential water users and a rain barrel/water cistern rebate for residential and non-residential water users and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Councilmember Weise 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

h. RESOLUTION 1036-0625 - ADOPTION OF THE CITY OF AVONDALE PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (PTASP)

City Council considered a request to adopt Resolution 1036-0625, approving the City of Avondale Public Transportation Agency Safety Plan (PTASP) in compliance with the Department of Transportation Federal Transit Administration 49 CFR Part 673 and 49 U.S.C. § 5329 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Kirk Beaty, Public Works Director, presented and discussed the Public Transportation Agency Safety Plan (PTASP). The U.S. Department of Transportation Federal Transit Administration requires public transit agencies to have and implement a safety plan. This plan must enhance safety across transportation systems with a proactive stance regarding safety and employee involvement.

Since the inception of November 2022, WeRIDE has received \$1.5 million in federal funding. Establishing and maintaining a PTSAP ensures federal funding for the transit services if it is available, protects the City from liability, ensures systematic safety management, and maintains a level of quality and accountability in the transit program.

Mr. Beaty reviewed the four main components being the establishment of a safety policy, risk management, safety monitoring, and safety training. The key requirements include training, creating a safety committee, quarterly meetings, and acquiring direct input from operators in the field. The key personnel are the Accountable Executive and Chief Safety Officer.

If the resolution is adopted, the plan goes into effect immediately, with annual reviews, quarterly safety reports provided to the Council, and any changes will be presented to the Council for approval.

Councilmember White noted that the City of Avondale is still eligible for direct federal funding which expands the portfolio of transit options available to residents.

Councilmember White moved to adopt Resolution 1036-0625, approving the City of Avondale Public Transportation Agency Safety Plan (PTASP) in compliance with the Department of Transportation Federal Transit Administration 49 CFR Part 673 and 49 U.S.C. § 5329 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Councilmember Weise seconded the motion.

Upon vote, the motion was carried 6 to 1.

Councilmember Conde	Aye
Councilmember Garcia	Nay

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

5. REGULAR AGENDA

a. PUBLIC HEARING – SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE - BLVD MART

City Council held a public hearing and considered a request to recommend denial to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Maan Nawfal Ghazool for the sale of alcohol at the proposed BLVD Mart located at 645 N Avondale Boulevard #100 in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

Marcella Sarmiento, City Clerk, presented the proposed liquor license application for a Series 10 Beer and Wine Store located at the BLVD Mart at 645 North Avondale BLVD, suite 100. The applicant received permission to develop a specialty retail business; however, the Avondale Zoning Ordinance does not permit beer and wine store use in the BLVD District, Park Avenue Subdistrict. The applicant has not paid the \$250 application fee. All required postings were completed, and no public comments have been received.

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

Mayor Pineda stated he supports small businesses and small business owners. Unfortunately, this is an area where the zoning ordinances restrict certain types of businesses.

Councilmember White moved to recommend **denial** to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Maan Nawfal Ghazool for the sale of alcohol at the proposed BLVD Mart located at 645 N Avondale Boulevard #100 in Avondale and authorize the City Clerk to execute the necessary documents; Vice Mayor Nielson 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. PUBLIC HEARING AND ORDINANCE 2023-0625 - AVONDALE 10 REZONE - APPLICATION PL-24-0221

City Council held a public hearing and considered a request to adopt Ordinance 2023-0625, approving a request by Jessica Sarkissian of Upfront Planning and Entitlements LLC, to rezone an approximately 8.73 net acre property located approximately 1,284 feet south of the southwest corner of Lower Buckeye and El Mirage roads and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The proposed Avondale 10 PAD will allow for a 37-lot single-family residential development with a density of approximately 4.0 dwelling units per acre. The Council will take appropriate action.

Monika Smriti, Senior Planner, provided an overview of the rezone request for Avondale 10, Application PL-24-0221. The property was annexed into the City in 1990, and is in the Las Ligas neighborhood, south of the southwest corner of Lower Buckeye Road and El Mirage Road. The 9.1 net acre property is developed with two single family homes and a storage building. The property is presently zoned R1-6 Urban Residential with a General Plan designation medium density residential.

To the north, west and south, the properties are developed with single family homes, and zoned R1-6 Urban Residential. East of El Mirage Road, the property is zoned Cantada Ranch Planned Area Development (PAD). The site is surrounded by Medium Density Residential General Plan designations. The site is located within the Avondale Elementary School and Tolleson Union High School District, and both indicated they have sufficient capacity.

The request is to rezone the site from R1-6 to PAD with underlying R1-6 zoning with deviations to allow for up to 37 single family homes with a density of 4 dwellings per acre. The proposed deviations are to reduce the minimum lot width from 65 feet to 50 feet, reduce the minimum side yard setbacks and total side yard setbacks from minimum of 18 feet to 13 feet, and to increase the minimum lot length from 100 feet to 115 feet.

There will be two access points, one from El Mirage Road and the second on Pioneer Street, both with full turning movements with dedicated rights-of-way. A trail on the north end of the property will connect to the sidewalk on El Mirage Road. The site plan shows 16.7 percent open space that includes landscaping, pedestrian pathways, seating areas, a mix of block and retention walls, and many amenities. A minimum of three elevations will be provided with a mix of one- and two-story homes to be reviewed administratively by staff and must meet all requirements in the single-family residential design manual.

Staff analysis finds the rezone request is compatible and complimentary with existing development patterns in the area, it meets the R1-6 standards with the requested deviations and meets the required findings to rezone to PAD. The project is consistent with the goals in the General Plan and Specific Area Plan for Old Town, Cashion, Las Ligas, and Rio Vista by increasing residential density.

A pre-neighborhood meeting was held on October 22, 2024, with five attendees and a neighborhood meeting was held on February 13, 2025, with two attendees. Discussion topics included drainage, current use, view corridors, and improvement of Pioneer Street. One comment in support of the project was received through Avondale Connect. Staff recommends approval.

A public hearing was held during the May 21, 2025, Planning Commission meeting, where commissioners inquired about drainage provisions. Staff advised the preliminary drainage report was reviewed and approved by City staff and a more detailed technical review will take place during the platting process. The rezone project was recommended for approval unanimously by the Planning commission with a vote of 6 to 0.

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

Councilmember White expressed gratitude for the development of residential properties on larger lots and the continued upscaled growth of southern Avondale.

Councilmember Weise stated it is great to have single family homes coming to this area.

Mayor Pineda spoke about the options and opportunities this development brings to residents, and the proposed two-story single-family homes.

Councilmember Solorio moved to adopt Ordinance 2023-0625, approving application PL-24-0221 Avondale 10, a request to rezone an approximately 8.73 net-acre property from Urban Residential (R1-6) to Planned Area Development (PAD), subject to 6 conditions of approval as listed in the staff report; Councilmember White 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. PUBLIC HEARING – RESULTS OF BIENNIAL AUDIT OF DEVELOPMENT IMPACT FEES

City Council held a public hearing on the development impact fee biennial certified audit, as required by A.R.S. 9-463.05. This item was for a public hearing and discussion only.

Rob Baer, Budget Manager, presented results of the Biennial Audit of Development Impact Fees for the Fiscal Year 2023 and 2024. A review of the purpose of the Development Impact Fees was provided. The City can create an Infrastructure Improvements Advisory Committee or have a Biennial Certified Audit completed by an outside professional. The City elected to have an audit conducted and the results showed one finding, which was the variances between the projected growth and actual growth of land use assumptions. Mr. Baer noted the land use assumptions were updated in Fiscal Year 2023 and projections should be more accurate moving forward. No further action is required.

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

d. RESOLUTION 1041-0625 - SETTING THE FISCAL YEAR 2026 PRIMARY AND SECONDARY PROPERTY TAX LEVY

City Council considered a request to adopt Resolution 1041-0625, setting the primary and secondary property tax levy for the fiscal year ending June 30, 2026, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

Renee Weatherless, Finance and Budget Director, presented and discussed the proposed Property Tax Levy for Fiscal Year 2026. A combined total of \$10,381.734 and a tax rate of \$1.4592 would be the result of the proposed tax levies. It was noted that the Truth in Taxation only refers to the primary tax levy. A levy is composed of growth from new development and a two percent increase in aggregate per statute. The portion of the tax rate associated with the levy increase is 1.19 cents. Where the tax rate is proposed to remain flat, any increase in a tax bill would be due to an increase in the property's net assessed valuation that could change annually.

In response to the Council's concerns related to the impact any property tax increase would have on the residents, Ms. Weatherless reviewed and discussed programs available through the Maricopa County Assessors Office which included a link to their website for more information. The City is impacted from the property tax rate as well, by a reduction in General Fund revenue that affects the future forecast because the prior levy is used to calculate the future levy. Because of the long-term effect tax levies

have on revenue, the next budget cycle will have a more in-depth overview of revenues and setting the property tax levy to ensure the City Managers recommended budget is structurally balanced.

Although the resolution does not include the secondary levy, State Statute requires both to be approved to collect property tax revenue.

Councilmembers were given an opportunity to comment and ask questions.

- Mayor Pineda stated appreciation for including information provided at briefings. Information and assistance related to the programs provided through the County Assessor can be obtained at the Resource Department at the Community Center.
- Vice Mayor Nielson expressed gratitude for the understandable presentation and discussing the valuable assistance programs.
- Councilmember Garcia explained her dissenting vote that is related to a desire to decrease property tax rates and educating residents about bonds that need to be paid back.
- Councilmember White discussed the lifestyle residents have become accustomed to, and services provided to the community that have a cost to the City.
- Mayor Pineda discussed sharing resident feedback when the budget process begins in November to ensure services continue to be provided to residents.

Councilmember White moved to adopt Resolution 1041-0625, setting the primary and secondary property tax levy for the fiscal year ending June 30, 2026, and 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 6 to 1.

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

e. PRESENTATION – FISCAL YEAR 2026 PROPOSED FEE CHANGES

City Council heard a presentation on the Fiscal Year 2026 proposed fee changes, including any public feedback received. This item was for discussion only.

Renee Weatherless, Finance and Budget Director, presented and discussed the proposed fee changes for Fiscal Year 2026. In response to The Council requesting staff to take a universal approach to updating fees going forward, MGT Consulting Group was hired to conduct a fee assessment. The objectives were reviewed and discussed.

Ms. Weatherless provided an overview and discussed user fees that are set to recover the City's cost to complete a service. The various considerations used when setting the user fees were reviewed. The City has a total of 764 fees within the departments; however, the fee study focused on Development Services, Engineering, and Fire and Medical Services that represent 60 percent of all fees. They found that many of the fees had not been amended for five to ten years or more.

The final report concluded that approximately 43 percent to 85 percent of costs were being recovered, which is equal to \$120,000 to \$1,673,000 of costs being subsidized by the General Fund and other funding sources. The recommendation is to determine what a full cost recovery pricing model is, while remaining business friendly and competitive in the market. Additionally, the public benefit, factors mandated by law, and The Council's discretion will be considered. Smaller, frequent, and incremental changes will be implemented in the future.

Ms. Weatherless presented and discussed samples from the fee study and the related recommendations. This included fee consolidation, replacement of old fees with outdated language and structure, and increase of fees to stay competitive with neighboring jurisdictions. The study also revealed that some fees generate an excess of 100 percent costs recovery, and these fees will be reduced to equal the 100 percent cost recovery. Overall, a total of 45 new fees will be added, 169 fees will be eliminated, 192 fees will be amended, and 125 fees will remain unchanged within these three departments. Although not part of the fee study adjustments are recommended for the City Clerk copy fee, fee correction for the City Court, and special events fees.

The process for changing fees was reviewed, noting public notice was provided on May 5, 2025, which included supporting methodology, increased fees, and date/time of the City Council Meeting where action will be taken, July 7, 2025. The proposed fees were posted on Avondale Connect on May 7, 2025, on May 22, 2025, a Business Ambassador event was held for stakeholders, a targeted email was sent to the Homebuilders Association and Arizona Multi-Housing Association, the proposed fees were posted on social media on May 22, 2025, and Council feedback is sought this evening.

All outreach efforts resulted in feedback from on Telecommunication Service provider, which was a request to revise the City's boring, potholing, handhold, and bore pit installation fees. After considering this proposal, staff recommended a fee change, which has been updated and included in this recommended fee schedule. Next steps include a social media post 15 days prior to July 7, 2025, City Council Meeting where action will be sought, and the new fees will take effect on September 1, 2025.

Councilmembers were given an opportunity to comment and ask questions.

- Vice Mayor Nielson stated he likes the general broadness of the recommended fees and how it was presented. He further inquired about the total number of fees after the recommended reductions and whether other fees will be reviewed. Ms.

Weatherless advised she did not have the total count available and noted some of the changes were implemented to make it easier for the customers. Other fees that were not assessed this year will be looked at; however, utilities have already been addressed

- Councilmember Conde inquired how often the fees should be reviewed. Ms. Weatherless explained the fee changes are brought forward annually. The fee study created a baseline for the full cost recovery rate which will continue to be monitored, especially as labor costs change.
- Councilmember Garcia inquired about the cost for the consultant and why all the fees were not looked at. Ms. Weatherless stated she did not have the cost of the consultant with her. She explained given the timeframe to complete the study and propose fee amendments the scope was narrowed to these three areas. City Manager Corbin elaborated on the review of the fees, noting many have already occurred or are in process. He noted the cost of the consultant will be provided to the Council later.
- Mayor Pineda commended the Finance and Budget team on the ambassador's event and engaging with the customers and listening to valuable feedback. He spoke about the term "competitive" that was used and the importance of being a fair and competitive business friendly community.

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

Councilmember White shared information about the Juneteenth celebration at the Amphitheater on June 14, 2025, and how the celebration of freedom was embraced by the community. Information was shared about Councilmember White representing the City at the WESTMARC Health Care Summit.

Vice Mayor Nielson shared information about the new West Valley Islamic Center, noting they are excited to get involved with the interfaith partnership and volunteering. Information was shared about Vice Mayor Nielson's participation in the Father's Day event at the Senior Center.

Mayor Pineda shared information about the Leadership Alliance at the Vic Bar and Kitchen, which he participated in for the Aqua Fria Union High School, where WESTMARC was the lead convenor. Students from the Aqua Fria Union High School will be able to attend Academies for an array of educational opportunities geared toward their career path.

Councilmember Conde shared information about the free family event provided by the Parks and Rec department at the Mountain View Park which she attended after discovering it on social media.

7. ADJOURNMENT

There being no further business before the Council, Councilmember Garcia moved to adjourn the Regular Meeting into Executive Session pursuant to Ariz. Rev. Stat. §38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney on the Council's position regarding contract negotiations with Sierra Luna Energy Storage, LLC.; 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

The meeting was adjourned at 7:08 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 16th of June 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: 4.b.

SUBJECT: Quarterly Budget Transfer

MEETING DATE: 7/7/2025

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 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.

Closing out of these funds will free resources that can be reallocated to other projects.

PURPOSE:

City Council will consider requests to 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:

FY2025 Fund Closeout

a. 2019 Pledged Revenue Bond Construction Fund Closeout - The City established the 2019 Pledged Revenue Bond Construction Fund to manage proceeds from the issuance of bond funds for the purpose of funding water improvements in Old Town and funding the North Avondale Water Supply project. The 2019 Pledged Revenue Bond Construction Fund has a remaining fund balance of \$110,294 due to investment earnings on the bond proceeds. By law, these earnings may be used for the projects funded by the bond proceeds. Staff recommends closing the fund by transferring eligible expenses for the project Old Town

Avondale Phase III Improvements (T0200) from the Water Capital Fund to the 2019 Pledged Revenue Bond Construction Fund to use the remaining fund balance.

b. Debt Service Fund Closeout - The Dysart Road Municipal Debt Corporation (MDC) Debt Service Fund was created to service principal and interest payments on an associated bond issuance. The debt has been retired and no further debt obligations remain under this issuance. The Dysart Road MDC Debt Service Fund currently has a remaining balance of \$567,917 with no future debt service payments. The balance is a result of a prior year fund transfer from the Dedicated Sales Tax Fund that exceeded the debt service requirements. Staff recommends transferring the balance back to the Dedicated Sales Tax Fund.

Operating Budget Adjustments

c. City Court Fill the Gap Budget Correction - City Court's Fill the Gap Fund has a projected fund balance of \$91,000. The current FY2026 budget is \$10,200. Staff recommends increasing the budget by \$91,000 to fully appropriate the fund.

d. Fleet Position Correction - During the budget process the Public Works Department requested a Fleet Services Preventative Maintenance Technician through a supplemental request. This item and associated budget were included in the budget reviewed and approved by Council, however the full-time equivalent (FTE) was inadvertently left out of the total authorized FTE count. This request provides Public Works the FTE needed to fill the position by transferring 1.0 FTE from the General fund to the Fleet Services fund.

Capital Improvement Project Adjustments

e. McDowell Bridge Lighting - Staff identified \$75,000 in project savings in the Van Buren Bridge Lighting project (T0410) and would like to transfer those savings to a new project called the McDowell Bridge Lighting (T0507) to design the project. This project would install lights on the McDowell Road bridge across the Agua Fria River. The lights are anticipated to be solar lights and will be attached to the existing bridge structure. The scope will be further refined during the design process.

f. I-10 Underpass Fencing - There is a public safety need for fencing in an I-10 underpass along the multi-use path on the east side of the Agua Fria River. The project would require a transfer of \$100,000 from general fund contingency to a new project called I-10 Underpass Fencing (S0508).

BUDGET IMPACT:

a. The closeout of the fund will increase the resources available in the Water Construction Fund.

b. The closeout of the fund will increase the resources available in the Dedicated Sales Tax Fund.

c. The transfer will reduce unanticipated revenues and increase the Fill the Gap Fund by \$91,000.

d. There is no budget impact resulting from this request.

e. The transfer will reduce the project budget of the Van Buren Bridge Lighting project (T0410) by \$75,000 and create a new McDowell Bridge Lighting project (T0507).

f. The transfer will reduce general fund contingency by \$100,000 and create a new I-10 Underpass Fencing project (S0508).

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 for projects, and authorize staff to modify the interfund transfer schedule to accommodate the transfers in Exhibit A.

Contact person for document distribution: Robert Baer, Maggie Lam

Exhibit A: Quarterly Budget Transfer Schedule - July 7, 2025

FY2025

Fund Closeout

Transfer	From Account	From Account Description	To Account	To Account Description	Amount	Notes
(a)	51140901-86000-T0200	Old Town Avondale Phase III Improvements (T0200)	35040901-86000-T0200	Old Town Avondale Phase III Improvements (T0200)	110,294	Transferring eligible expenses
(b)	42990000-91429	Dysart Road MDC Debt Service Fund	20390000-49422	Dedicated Sales Tax	567,917	

FY2026

Operating Budget Adjustments

Transfer	From Account	From Account Description	To Account	To Account Description	Amount	Notes
(c)	28090000-69000	Unanticipated Revenues	22538210-69000	Fill the Gap	80,800	

Capital Improvement Project Adjustments

Transfer	From Account	From Account Description	To Account	To Account Description	Amount	Notes
(e)	20340901-86000-T0410	Van Buren Bridge Lighting (T0410)	20340901-86000-T0507	McDowell Bridge Lighting (T0507)	75,000	
(f)	10190000-99000	General Fund Contingency	11011900-83000-S0508	I-10 Underpass Fencing (S0508)	100,000	

ITEM NUMBER: 4.c.

SUBJECT: Resolution 1042-0725 - Parks and Recreation Advisory Board Bylaws

MEETING DATE: 7/7/2025

TO: Mayor and Council

FROM: Corey Larriva, Parks, & Libraries Director

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

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

STRATEGIC PLAN:

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 consider a request to adopt Resolution 1042-0725, amending the Parks and Recreation Advisory Board name and bylaws to change the name to the Parks, Recreation & Libraries Advisory Board and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On April 16, the Parks and Recreation Advisory Board voted to amend the board bylaws to change the name of the board to the Parks, Recreation & Libraries Advisory Board. The board also voted to allow the alternate member of the board to be counted to constitute a quorum when a singular member is not present. The proposed bylaws change would also allow the alternate member of the board to vote in a meeting where they are counted towards a quorum.

DISCUSSION:

The Parks and Recreation Advisory Board's name does not currently align with the name of the Parks, Recreation & Libraries Department. Additionally, previous board meetings were held where the alternate member of the advisory board was present when a member is absent but cannot vote in the meeting or be counted towards establishing a quorum according to the current bylaws. The proposed changes approved by the Parks and Recreation Advisory Board would update the name of the board to align with the Parks, Recreation & Libraries Department and allow the advisory board's alternate member to vote and be counted towards a quorum when a boardmember is absent.

BUDGET IMPACT:

No Budget impacts.

RECOMMENDATION:

Staff recommends Council adopt a Resolution to change the Parks and Recreation Advisory Board bylaws as voted on by the Parks and Recreation Advisory Board.

Contact person for document distribution: Dominic DeCono

RESOLUTION NO. 1042-0725

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING AND RESTATING THE CITY OF AVONDALE PARKS AND RECREATION ADVISORY BOARD BYLAWS, AND CHANGING THE NAME OF THE BOARD TO THE CITY OF AVONDALE PARKS, RECREATION & LIBRARIES ADVISORY BOARD.

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

SECTION 1. The City of Avondale Parks, Recreation & Libraries Advisory Board Bylaws, Amended and Restated July 7, 2025 (the “Bylaws”) are hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 7, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1042-0725

[Parks, Recreation & Libraries Advisory Board Bylaws
Amended and Restated July 7, 2025]

See following pages.

CITY OF AVONDALE
PARKS, RECREATION & LIBRARIES ADVISORY BOARD BYLAWS
AMENDED AND RESTATED
July 7, 2025

I. **Name.** The name of this organization shall be the City of Avondale Parks, Recreation & Libraries Advisory Board (the "Board").

II. **Powers and Duties of the Board.** The Board shall advise the City Council and City staff on matters and issues pertaining to the quality of life for Avondale residents and visitors, particularly relating to parks and recreation. The Board shall also promote and advocate for park and recreation services. This includes, but is not limited to:

A. Parks and Recreation:

- i. Plan future neighborhood, community, and regional parks and modifications to existing facilities.
- ii. Promote the interest and foster closer relations between City recreation programs, communities, and schools in Avondale.

B. Tree Board: Serve as the designated Avondale Tree Board in accordance with the requirements of the City of Avondale Tree City USA designation.

III. **Membership and Composition.**

A. Number of Board Members. The Board shall be composed of seven regular members (collectively, the "Members"). The Board shall also have one alternate member ("Alternate Member") who shall attend and may participate in Board meetings but shall not vote in any Board meeting, except as provided in Section V(E) below.

B. Membership Eligibility and Appointment. Each of the Members and the Alternate Member shall be Avondale residents and shall meet all eligibility criteria as outlined in the City Council Rules of Procedure. Appointment of Members and the Alternate Member shall be conducted according to the City Council Rules of Procedure.

C. Term. Unless appointed to fill a vacancy mid-term, each Member's or Alternate Member's term of office shall be three years, unless the Member or Alternate Member resigns sooner or is removed from his or her position.

D. Term Limits. No Member may serve more than two consecutive terms; provided, however, that a Member appointed to fill a vacancy may serve two consecutive terms after the conclusion of the unexpired term to which he or she was appointed.

E. Vacancy. Any vacancy on the Board shall be filled for the unexpired term by the Alternate Member if one has been appointed by the City Council pursuant to the established procedures. If an Alternate Member has not been appointed, the position shall remain

vacant until a new Member is appointed by the City Council to fill the vacancy. In cases of a vacancy due to the expiration of a Member's term, the Member shall remain seated until a successor is appointed.

F. Attendance. All Members and the Alternate Member are required to attend all Board meetings unless excused by the Chairperson. Three consecutive unexcused or unexplained absences from any regular or special meeting shall result in a vacancy in the position and the Member shall be grounds for removal as outlined in Section G below.

G. Removal. Any Member or Alternate Member may be removed upon a vote of not less than five City Council members for any cause as determined by the City Council; provided, however, that in the case of removal of a Member or Alternate Member due to excessive absences, it shall be assumed that said Member or Alternate Member has chosen to forfeit his or her seat on the Board. The Board may vote to remove said Member or Alternate Member upon a seven-day notification to the Member or Alternate Member of the Board's intent to vote on his or her removal,

H. Statement of Ethics. Members and the Alternate Member shall observe the Statement of Ethics, attached hereto as Appendix A and incorporated herein by reference.

IV. **Board Officers and Staff.**

A. Chairperson and Vice-Chairperson. At the first regularly scheduled Board meeting of each calendar year, the Board shall elect a Chairperson and Vice-Chairperson from among the Members. The Chairperson and Vice-Chairperson shall assume Responsibilities at the next scheduled meeting. The term of the Chairperson and Vice-Chairperson shall be for one year. Any Member serving as Chairperson or Vice-Chairperson shall be eligible for re-election; provided, however, that each Member may serve no more than two terms per office.

B. Duties of the Chairperson and Vice-Chairperson. The Chairperson shall (i) preside at all Board meetings, (ii) decide all points of order and procedure, (iii) appoint committees if necessary and coordinate the work of the committees, (iv) serve as a representative of the Board to other governmental units on such matters as have been approved and designated by the Board and (v) perform any duties as required by law, ordinance or these Bylaws. The Chairperson shall have the right to vote on all matters before the Board and shall have the right to make or second motions in the absence of a motion or a second. The Vice-Chairperson shall act as an aid to the Chairperson and shall perform the duties of the Chairperson in his or her absence or inability to serve. In the absence of the Chairperson and the Vice Chairperson, the City Staff Liaison shall call the meeting to order, and a simple majority of the Members then present shall select an acting Chairperson for the meeting. If the Members present are unable to select an acting Chairperson, the City Staff Liaison shall act as the Chairperson for the meeting but without voting privileges,

C. Vacancy. A vacancy in the office of Chairperson shall be filled by the Vice-Chairperson. A vacancy in the office of Vice-Chairperson shall be filled by a simple majority vote of the Members then present at the next meeting of the Board.

D. Removal. The Chairperson or Vice-Chairperson may be removed from office at any time at a Board meeting by an affirmative vote of a three-fourths majority of the Members then present.

E. City Staff Liaison. The City of Avondale Parks and Recreation Director or authorized designee shall serve as the City Staff Liaison to furnish support to the Board as requested or as required to advise and furnish professional and technical advice.

F. Legal Counsel. The Board may request that the Avondale City Attorney or authorized designee provide legal advice on points of order, procedure, or other matters related to the Board's duties.

V. **Board Meetings.**

A. Frequency. Board meetings shall be held bimonthly at the City of Avondale Civic Center, Avondale, Arizona, unless posted differently at least 24 hours in advance.

B. Additional Board Meetings. Additional Board meetings may be held (i) on the call of the Chairperson, (ii) by the request of two or more Members or (iii) by giving notice to all the Members and the Alternate Member by electronic, telephone or personal delivery or by verbal comment during a regular meeting. All notices shall be given, and posted according to the Arizona Open Meeting Law, at least 24 hours before the meeting.

C. Participation by the Public. Board meetings shall be open to the public. For any matter under consideration, any person may submit written comments and, if attending in person, may speak to the issue upon being recognized by the Chairperson and stating his or her name and, if applicable, the names of any person or organization on whose behalf he or she is appearing.

D. Quorum. A Board meeting where a majority of its Members are present shall constitute a quorum. A majority vote of those Members present shall be required to take official action. No action shall be taken at any meeting in absence of a quorum, except to adjourn the meeting to a subsequent date.

E. Alternate Member Quorum. At a Board meeting where a singular member is not present and the Alternate Member is present, the Alternate Member may be counted to constitute a quorum to conduct the meeting. The Alternate Member may also vote at the meeting. At a Board meeting where all Members are present to constitute a quorum, the Alternate Member will not count towards the quorum and may not vote at the meeting.

F. Agenda. The agenda shall be prepared by the City Staff Liaison, reviewed by the

Chairperson, and posted no less than 24 hours before the Board meeting in accordance with the Arizona Open Meeting Law.

G. Minutes. Minutes of the proceedings shall be retained and filed with the City Clerk's Department who will, in turn, file and post the minutes according to applicable law.

H. Open Meeting Law. The Board is subject to the Arizona Open Meeting Law.

VI. **Standing and Special Committees.**

A. Standing Committees. The Board may create standing committees at the beginning of each calendar year as it deems necessary to carry on the work of the Board. The term shall be for the remainder of the calendar year or until terminated by a vote of the Board at a regular meeting.

B. Special Committees. The Board may create special committees for specific purposes as it deems necessary. Such committees shall automatically dissolve when their work is completed and after their final report has been accepted by the Board.

VII. **Amendments.** Recommendations for amendments to these Bylaws must be approved by the affirmative vote of a majority of the Members then present. The Board will then forward the recommendations for amendments to the Bylaws to the City Council for its approval.

APPENDIX A
TO
CITY OF AVONDALE
PARKS, RECREATION & LIBRARIES ADVISORY BOARD BYLAWS

[Statement of Ethics]

See following page.

STATEMENT OF ETHICS

Board Members must promote a high level of service while observing ethical standards.

Board Members must avoid situations in which personal interests might be served.

It is incumbent upon any Board Member to immediately disqualify himself or herself whenever an actual conflict of interest exists or the appearance of a conflict of interest exists.

Board Members must distinguish clearly in their actions and statements between their personal philosophies and attitudes and those of the organization, acknowledging the formal position of the Board even if they personally disagree.

A Board Member must respect the confidential nature of Board business while being aware of and in compliance with applicable laws governing freedom of information.

A Board Member may not represent the Board in any official capacity except as provided for in the Bylaws or as such authority is granted and approved by the Board at a regular or special meeting of the Board.

A Board Member shall not receive a salary or other compensation for services as a Board Member.

ITEM NUMBER: 4.d.

SUBJECT: Resolution 1043-0725 - Authorizing Grant Acceptance from AZ Department of Administration for the FY26 Arizona 911 Grant Program

MEETING DATE: 7/7/2025

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 the following Avondale Strategic Outcome Area:

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

PURPOSE:

City Council will consider a request to: a) adopt Resolution 1043-0725, accepting grant funding from the Arizona Department of Administration for the AZ 911 Grant Program in the amount of \$169,775 for Fiscal Year 2026; b) authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Avondale Police Communications Department operates as a primary 9-1-1 answering point for emergency calls within the City of Avondale. In FY24, a strategic decision was made to transition 9-1-1 managed services from Maricopa Region 9-1-1 to AT&T managed services. This transition was facilitated through a contract with AT&T and the Arizona Department of Administration (ADOA).

ADOA administers funds to political subdivisions from the State's emergency telecommunications services revolving fund to maintain emergency telecommunications services through the Arizona 9-1-1 Program. For FY2026, ADOA awarded the City of Avondale a grant in the amount of \$169,775 to fund ongoing services through AT&T.

DISCUSSION:

The 9-1-1 services are currently being carried out by AT&T and are providing more technology-driven 9-1-1 capabilities. The funding will offset the City's cost for the services. The Avondale Police Department has

received around 140,000 calls over the past year and the continued funding for the Avondale Police Emergency phone system is critical to maintaining a stable, reliable, and effective emergency response network for our citizens. This system is a vital piece of equipment that allows us to deliver prompt, accurate, and locally targeted services to the Avondale community. The state standard requires that 90% of 9-1-1 calls be answered within 15 seconds. Avondale sets a higher bar, aiming to answer 90% of calls in 10 seconds or less. Currently, the dispatchers are exceeding this goal, with a 92.3% success rate.

BUDGET IMPACT:

The funding provided by the AZ Department of Administration was included in the department's FY26 operating budget.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing the Grant Agreement with the AZ Department of Administration in the amount of \$169,775 for FY26 and authorize staff to take the necessary actions to execute the terms of the agreement.

Contact person for document distribution: Shawn Pierce, Robert Baer, Angela Destin, Kimberly Martinez, Irma Gonzales

RESOLUTION NO. 1043-0725

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF AN ARIZONA 9-1-1 PROGRAM GRANT FROM THE ARIZONA DEPARTMENT OF ADMINISTRATION FOR THE DISTRIBUTION OF FUNDING FOR THE OPERATION OF THE EMERGENCY TELECOMMUNICATIONS SERVICE SYSTEM.

WHEREAS, the Arizona Department of Administration (“ADOA”) established the Arizona 9-1-1 Program Grant program pursuant to ARIZ. REV. STAT. § 41-704;

WHEREAS, through the Arizona 9-1-1 Program, ADOA administers funds to political subdivisions from the State’s emergency telecommunications services revolving fund to maintain emergency telecommunications services;

WHEREAS, the ADOA has awarded the City of Avondale (the “City”) an Arizona 9-1-1 Program grant in the amount of \$169,755.00 for the operation of the City’s emergency telecommunications service systems (the “Grant”); and

WHEREAS, the Mayor and Council of the City of Avondale (“City Council”) desire to accept the Grant funds.

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

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

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed \$169,755.00 and (ii) the execution of the Arizona 9-1-1 Program Grant Agreement with ADOA relating to the acceptance and administration of the Grant funds (the “Agreement”) in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
July 7, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1043-0725

[Agreement]

See following pages.

ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: ADOA-AZ911-26-03

This Grant Agreement (“**Agreement**”) is between the City of Avondale, acting as System Administrator, (“**Grantee**”), participating and the State of Arizona, acting through the Arizona Department of Administration (“**ADOA**”), (sometimes, individually, a “**Party**,” or collectively, “**Parties**”).

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2025 and terminate on June 30, 2026. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

OBLIGATIONS OF THE PARTIES

5. Responsibilities of the Grantee:
 - 5.1. Grantee agrees that grant funds will be used in accordance with the approved application, applicable statutes, program rules, guidelines and special conditions. ADOA supports the use of these funds in accordance with the ARS § 41-704 for activities such as:
 - 5.1.1. Adoption and operation of Next Generation 9-1-1 (NG9-1-1) services and applications, including monthly recurring costs for 9-1-1 equipment, network, maintenance, and hardware and software support
 - 5.1.2. Facilitate the migration of the State’s PSAPs to the Next Generation of 9-1-1 capability
 - 5.1.3. Migration to an Emergency Services IP-enabled (ESINet) network
 - 5.1.4. Solutions that meet or exceed the National Emergency Number Association (NENA), Federal Communications Commission (FCC), international, and industry standards or requirements.
 - 5.1.5. The National Emergency Number Association (NENA) defines NG9-1-1 as: “An Internet Protocol (IP) based system comprised of managed Emergency Services IP networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected communications sources, and provide multimedia data capabilities for Public Safety Answering Points (PSAPs) and other emergency services organizations.”

- 5.2. Grantee agrees that the following activities will be reimbursed only through Administrative Cost and subject to the aggregate limitation on such costs:
- 5.2.1. Personnel. Costs associated with administrative oversight of managing local contracts and technical support. Costs associated with GIS coordinator, if it is an employee of the System Administrator's agency.
 - 5.2.2. Fringe Benefits. Employee related expenses associated with administrative oversight of managing local contracts and/or GIS coordinator.
 - 5.2.3. Travel. Travel requests for training, conferences, etc. related to System Administrator and/or GIS coordinator functions. Travel costs will only be reimbursed based on the State rate per diem identified in SAAM 50.
 - 5.2.4. Supplies. Costs associated with supplies related to System Administration functions.
 - 5.2.5. Other Costs. Training or education assistance related to System Administration and/or GIS coordinator functions.
- 5.3. Grantee agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
- 5.4. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.
- 5.5. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.
- 5.6. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.
- 5.7. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 5.8. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.
- 5.9. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.
- 5.10. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.
- 5.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

5.12. Required activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS			
Report Due:	Due Date:		
GIS Data Submissions	Quarter 1 September 30, 2025		
	Quarter 2 December 31, 2025		
	Quarter 3 March 31st, 2026		
	Quarter 4 June 30th, 2026		
FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 30	January 1 – January 31	February 28
August 1 – August 31	September 30	February 1 – February 29	March 30
September 1 – September 30	October 30	March 1 – March 31	April 30
October 1 – October 31	November 30	April 1 – April 30	May 30
November 1 – November 30	December 30	May 1 – May 31	June 30
December 1 – December 31	January 30	June 1 – June 30	July 30

*More frequent reports may be required for GRANTEES who are considered high risk.

6. Responsibilities of the State:

6.1. It is agreed and understood that ADOA's total payment under this Agreement shall not exceed \$169,775 in state funds.

6.2. Once ADOA approves the financial reimbursement request, payment to the Grantee will be completed within 10 business days.

6.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	\$0
Fringe Benefits	\$0
Travel	\$0
Equipment	\$0
Supplies	\$0
Contractual/Outside Services	\$167,000
Construction	\$0
Other Costs	\$2,775

Total	\$169,775
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UNIFORM TERMS AND CONDITIONS

7. Grant Administration and Operation

- 7.1. Records. Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain any and all Data and other “records” relating to the agreement's acquisition and performance for five (5) years after the completion of the award. All records shall be inspected and audited by the State at reasonable times. Upon request, the grantee shall produce a legible copy of any or all such records.
- 7.2. Non-Discrimination. The grantee shall comply with State Executive Orders Nos. 2023-01 and 2009-09 and any and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.
- 7.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this agreement and five (5) years thereafter, the grantee’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the agreement.
- 7.4. Facilities Inspection and Materials Testing. The grantee agrees to permit access to its facilities and the grantee’s processes or services, at reasonable times for inspection of the facilities or Materials covered under this award as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this award. Neither inspection of the grantees’ facilities nor Materials testing shall constitute final acceptance of the Materials or Services.
- 7.5. Advertising, Publishing, and Promotion of Award. The grantee shall not use, advertise, or promote information for commercial benefit concerning this award without the prior written approval of the Grants Administrator.

8. Federal Immigration and Nationality Act. The grantee shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the award term. The State shall retain the right to perform random audits of grantee records or inspect papers of any employee to ensure compliance. Should the State determine that the grantee be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the award for default, and suspension.

9. E-Verify Requirements. In accordance with A.R.S. § 41-4401, grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

10. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations, or for any reason, and these Materials or Services are not funded, the State may take any of the following actions:

- 10.1.1. Accept a decrease in the award offered to the grantee;
- 10.1.2. Cancel the award, or
- 10.1.3. Cancel the award and resolicit the requirements.

11. Personnel. Grantee warrants that its personnel will perform their duties under the agreement professionally, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the award's requirements. Grantee further warrants that its key personnel will maintain all certifications relevant to their work, and grantee shall provide individual evidence of certification to the State’s authorized representatives upon request.

12. False Statements. Grantee represents and warrants that all statements and information grantee prepared and submitted in response to the Solicitation or as part of the grantee documents are current, complete, true, and accurate. If the

Grants Administrator determines that the grantee submitted an application with a false statement or made material misrepresentations during the performance of the award, the Grants Administrator may determine that the grantee has materially breached the agreement and may void the submitted application and any resulting agreement.

13. Agreement Termination

- 13.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement within three (3) years after agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State, it may also cancel this award as provided in A.R.S. § 38-511.
- 13.2. Termination for Convenience. The State reserves the right to terminate the agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the grantee shall stop all work, as directed in the notice, notify all contractors of the effective date of the termination, and minimize all further costs to the State. The grantee shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.
14. Agreement Claims. All agreement claims or controversies under this agreement shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
15. Arbitration. The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).
16. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
17. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
18. This Agreement contains the entire agreement of the Parties with respect to its subject matter. It supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.
19. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.
20. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
21. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
22. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the

future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

23. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.
24. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
25. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
26. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
27. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
28. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
29. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
30. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:

Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 302
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:

City of Avondale (Avondale Police Department)
11485 W Civic Center Dr.
Avondale, AZ 85323
ATTENTION: Angela Destin

Arizona Department of Administration
Arizona 9-1-1 Program

**GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

1. GRANTEE must submit a current service plan to ADOA. If a service plan is incomplete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements are made.
2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.
3. The GRANTEE must notify ADOA within 10 days if it is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility for the duties under this agreement.
4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions " document. Vendor account set-up and payment information can be found at: <https://gao.az.gov>.
5. GRANTEE agrees to share GIS data, at minimum, once per quarter (4) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, to support ongoing statewide initiatives. The data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.
6. GRANTEE agrees to allow ADOA to deploy a data analytics tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.
7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.
FOR GRANTEE:

Authorized Signatory

Date

Printed Name and Title

Additional signature(s) if required by political subdivision

Date

Printed Name and Title

Date

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Arizona 9-1-1 Program
Arizona Department of Administration

Date

ITEM NUMBER: 4.e.

SUBJECT: Resolution 1044-0725 - Fourth Amendment to the Intergovernmental Agreement with the City of Phoenix for Recycling Services

MEETING DATE: 7/7/2025

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 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 City of Avondale residential recycling program fosters a culture of environmental sustainability that is important to the City's strategic outcomes. Continuing this program reinforces the City's position on creating a sustainable community.

This agenda item supports the following Avondale Strategic Outcome Area:

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

The City's residential recycling service supports the City's goal of providing Natural Resources and Open Spaces by diverting recyclable goods from landfills to recycling centers.

PURPOSE:

City Council will consider a request to adopt resolution 1044-0725, approving the Fourth Amendment to the Intergovernmental Agreement with the City of Phoenix for Fiscal Year 2026 recycling services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale provides a once-a-week curbside recycling service to over 22,000 households. Annually, the city collects approximately 5,000 tons of recycling materials. Through an Intergovernmental Agreement (IGA) originally adopted on June 21, 2021, the recycling materials are delivered to the City of Phoenix Materials Recycling Facility for processing. After the materials are processed at the facility, they are sold on the open market. The IGA provides for revenue and expense sharing based on a blended recyclables market rate.

DISCUSSION:

The recycling markets continue to be volatile. Commodity prices for cardboard, plastics, metals, and paper have fallen and risen over the last three years. The average quarterly outbound blended rate (the market value of recycled commodities) has not recovered from the high of \$115.31 per ton in the first quarter of calendar year 2022. However, the blended rate generally increased through 2024 and has fluctuated in the first three quarters of 2025 at levels higher than we have seen since 2023.

This fourth amendment to the IGA with the City of Phoenix will see an increase in the processing fee from \$98.79 to \$99.69 per ton. The average quarterly outbound blended rate for the first quarter of Fiscal Year 2026 (Q3 2025) is \$66.69 per ton. The difference between the processing fee and the average quarterly outbound blended rate results in a net cost to the City of \$33 per ton of recyclable material delivered to the City of Phoenix. In comparison, the City will dispose of garbage at the City of Glendale Landfill at a cost of \$37.25 per ton in Fiscal Year 2026 per the amended IGA with the City of Glendale. At this point in time, it is slightly cheaper for the City to process recycling than to divert these commodities to the landfill.

Because of the City of Avondale's commitment to recycling and sustainability, staff recommends continuing the relationship with the City of Phoenix to dispose of recyclables. Funding for recycling services is adequately budgeted in the FY 2026 budget. However, because the recyclable commodity market is still volatile, staff will continue to monitor the recyclable market and the trend in value of these commodities and will keep the Council apprised of any ongoing long-term escalation of costs that may impact the ability to provide services.

BUDGET IMPACT:

The new intergovernmental agreement with the City of Phoenix raises the processing fee by \$0.90, but fluctuations in the outbound blended rate are what drive the cost of recycling. At the current outbound blended rate, the current budget should be able to accommodate the increase in the processing fee.

RECOMMENDATION:

Staff recommends that City Council adopt resolution 1044-0725 approving the Fourth Amendment to the Intergovernmental Agreement with the City of Phoenix for Fiscal Year 2026 recycling services and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Harold Siguenza, Simon Lara, Suzie Hunter

RESOLUTION NO. 1044-0725

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AMENDMENT NO. 4 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX RELATING TO PROCESSING AVONDALE'S RECYCLABLE MATERIALS.

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

SECTION 1. Amendment No. 4 to the Intergovernmental Agreement with the City of Phoenix relating to processing of recyclable materials (the "Amendment") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 7, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1044-0725

[Amendment No. 4]

See following pages.



CONTRACT AMENDMENT

CITY OF PHOENIX
Public Works/Procurement
200 W. Washington St.
7th Floor
Phoenix, AZ 85003

Date April 23, 2025
City Clerk Contract No. 154849
Ordinance # and Date S-47425 – 04/07/2021
Amendment No. 4

Contract Title Intergovernmental Agreement Between the City of Phoenix and the City of Avondale to Accept and Process Recyclable Materials

With City of Avondale
Contact Info Suzie Hunter, shunter@avondaleaz.gov

City Contact Christopher Fine
Email christopher.fine@phoenix.gov

THE ABOVE REFERENCED AGREEMENT IS AMENDED AS FOLLOWS:

1. In accordance with the Intergovernmental Agreement, Section 1, Term, the Agreement term is extended from July 1, 2025 through June 30, 2026.
2. In accordance with the Intergovernmental Agreement, Section 11.1, Charge or Rebate, the following updated Price Schedule replaces the existing Price Schedule, effective July 1, 2025:

Price Schedule			
Item No.	Description	Price	Effective Date
Item 1	Processing Fee	\$82.01 per ton	07/01/2021 - 06/30/2022
		\$98.21 per ton	07/01/2022 - 06/30/2023
		\$95.91 per ton	07/01/2023 - 06/30/2024
		\$98.79 per ton	07/01/2024 - 06/30/2025
		\$99.69 per ton	07/01/2025 - 06/30/2026
Item 2	Average Quarterly Outbound Blended Rate	\$63.92 per ton (Q3 2021)	07/01/2021 - 09/30/2021
		\$88.48 per ton (Q4 2021)	10/01/2021 - 12/31/2021
		\$115.31 per ton (Q1 2022)	01/01/2022 - 03/31/2022
		\$94.00 per ton (Q2 2022)	04/01/2022 - 06/30/2022
		\$91.64 per ton (Q3 2022)	07/01/2022 - 09/30/2022
		\$86.92 per ton (Q4 2022)	10/01/2022 - 12/31/2022
		\$64.34 per ton (Q1 2023)	01/01/2023 - 03/31/2023
		\$26.54 per ton (Q2 2023)	04/01/2023 - 06/30/2023
		\$31.79 per ton (Q3 2023)	07/01/2023 - 09/30/2023
		\$43.97 per ton (Q4 2023)	10/01/2023 - 12/31/2023
		\$32.00 per ton (Q1 2024)	01/01/2024 - 03/31/2024
		\$42.36 per ton (Q2 2024)	04/01/2024 - 06/30/2024
		\$49.27 per ton (Q3 2024)	07/01/2024 - 09/30/2024
		\$70.14 per ton (Q4 2024)	10/01/2024 - 12/31/2024



CONTRACT AMENDMENT

CITY OF PHOENIX
Public Works/Procurement
200 W. Washington St.
7th Floor
Phoenix, AZ 85003

		\$68.26 per ton (Q1 2025) \$58.56 per ton (Q2 2025) \$66.69 per ton (Q3 2025)	01/01/2025 - 03/31/2025 04/01/2025 - 06/30/2025 07/01/2025 - 09/30/2025
Item No.	Description	Percent	Effective Date
Item 3	Reject Content	35% \$0.00 Credit Per Ton \$0.00 Credit Per Ton \$0.00 Credit Per Ton	07/01/2022 - 06/30/2023 07/01/2023 - 06/30/2024 07/01/2024 - 06/30/2025 07/01/2025 - 06/30/2026

3. Except as otherwise amended, all other terms and conditions of the Agreement and any prior amendments not in conflict will remain in full force and effect. If there is a conflict or ambiguity among amendments and the Agreement, the most recent amendment will prevail and control.

**ALL OTHER CONTRACT PRICES, TERMS,
AND CONDITIONS WILL REMAIN THE SAME**

City of Avondale, a municipal corporation

By: _____
Ron Corbin, City Manager

ATTEST:

City Clerk Date

APPROVED AS TO FORM:

City Attorney Date

City of Phoenix, a municipal corporation
Jeffrey Barton, City Manager

By: _____
Felipe Moreno, Public Works Director

ATTEST:

City Clerk Date

APPROVED AS TO FORM:

Julie M. Kriegh, City Attorney

By: _____
Micah R Alexander, Assistant Chief Counsel

ITEM NUMBER: 4.f.

SUBJECT: Resolution 1045-0725 - Fiscal Year 2026 Proposed Fee Changes

MEETING DATE: 7/7/2025

TO: Mayor and Council

FROM: Renee Weatherless, Finance & Budget Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government. The proposed fees allow the city to recover a portion of its costs for certain services, ensuring the city has the resources to innovate and provide high-quality service to residents, businesses, and visitors.
-

PURPOSE:

City Council will consider a request to adopt Resolution 1045-0725, approving the Fiscal Year 2026 proposed user fee changes and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On June 16, 2025, City staff presented proposed updates to the citywide user fee schedule for Fiscal Year 2025-2026. The user fee adjustments are based on a fee study conducted by MGT Consulting Group (MGT) and staff's comprehensive review of service costs, fee structure and comparisons with neighboring cities. The recommended fees are designed to recover an appropriate share of the cost of providing services while staying competitive with neighboring jurisdictions.

DISCUSSION:

Recommended fee changes include: restructuring to make them more understandable, removing fees that are no longer used or applicable, reducing fees that exceed 100% cost recovery and increasing fees while remaining competitive.

Public notice has been provided in accordance with state law, and opportunities for public input were made available prior to this action. Community feedback has been considered and incorporated, where appropriate, into the recommended fee change schedule.

The proposed effective date for the updated citywide fee schedule is September 1, 2025.

BUDGET IMPACT:

The anticipated revenue increases will be incorporated into future years' budgets.

RECOMMENDATION:

Staff recommends the Mayor and Council adopt a resolution adopting the summary of proposed user fee changes. All fees and charges for services included in the current fee schedule previously adopted and not amended or increased by this Resolution shall remain in effect.

Contact person for document distribution: Stephanie Badsgard



User Fee Study Report of Findings - FINAL

Avondale, Arizona

APRIL 3, 2025

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Executive Summary

Introduction

MGT Consulting Group (MGT) is pleased to present the City of Avondale (City) with this summary of findings for the recently completed user fee study for the following departments:

- ◆ Developmental Services
- ◆ Engineering
- ◆ Fire Prevention

Most of the fees included in this study have not been changed for many years. For example, 73% of all fees within the three departments studied have not been adjusted since 2019. Global, regional, and local economics have changed dramatically since 2019; studies like these are vital to ensure the City operates with the fiscal responsibility necessary to ensure its citizens are receiving the best level of service possible.

This report is the culmination of an extensive study conducted by MGT in collaboration with the City's management and staff. MGT would like to take this opportunity to gratefully acknowledge all staff who participated in this project for their efforts and coordination. Their responsiveness and continued interest in the outcome of this study contributed greatly to its success.

In addition to the departmental fee study, MGT developed and included a draft citywide cost recovery policy which is included as **Appendix C** of this report.

Study Scope and Objectives

The study included a review of the following departments related fee for service activities:

- ◆ Development Services
- ◆ Engineering
- ◆ Fire Prevention

The study was performed under the general direction of the City Finance Department. The primary goals of the study were to:

- ◆ Determine the City's costs to provide specific fee-related services.
- ◆ Determine whether there are any opportunities to consolidate and simplify the fee structure or implement new fees as appropriate.
- ◆ Identify service areas where the City might adjust fees to better reflect the full cost of services or to subsidize fees with general fund revenue to reflect other economic or policy considerations.
- ◆ Develop revenue projections based on 100% cost recovery.
- ◆ Provide comparative data for what neighboring cities are charging for similar services.

The information summarized in this report addresses each of these issues and provides the City with the tools necessary to make informed decisions about any proposed fee adjustments and the resulting impact on City revenues.

Summary of Findings

User Fee Financial Overview

The study's primary objective was to provide the City's decision-makers with the basic data needed to make informed user fee pricing decisions. This report details the full cost of each service for which a user fee is charged and largely presents proposed fees at 100% cost recovery levels.

At 100% cost recovery, the fees would cover all labor and indirect costs associated with providing each service. If a fee is set below 100% full cost recovery the cost to provide the service would be subsidized through other funding sources such as the General Fund.

The exhibit below shows the annual costs and revenues for the City's user fees that were part of this analysis. MGT based the annual cost on the full cost for each fee analyzed multiplied by the annual volume statistics provided. Similarly, the revenue estimates are based upon the fees set at 100% cost recovery multiplied by the annual volume statistics. Future revenues may vary from the estimates due to the fluctuation in volumes and economic conditions. The results are shown in **Exhibit 1** below:

Exhibit 1 User Fee Study Results
City of Avondale
User Fee Cost, Current Revenue & Current Subsidy Analysis
FY 2025

User Fee Department	Current					
	(A) Full Cost User Fee Services		(B) Current Revenue		(C) Current Subsidy	
Development Services	\$	4,388,789	\$	3,700,318	84%	\$ 688,471 16%
Engineering	\$	4,430,790	\$	2,757,630	62%	\$ 1,673,160 38%
Fire	\$	286,622	\$	131,690	46%	\$ 154,932 54%
Totals:	\$	9,106,201	\$	6,589,638	72%	\$ 2,516,563 28%

The data in each column includes:

- ◆ **Column A, User Fee Costs** – This column represents what it costs each of the departments to provide the annual user fee services. In total, this study identified \$9,106,201 total costs to provide development related services, engineering services and fire prevention services related to operational and development permits. It is this amount that is the focus of this study and represents the total potential for user fee-related revenues across these departments for the city.
- ◆ **Column B, Current Revenues** – This column represents what the city is currently recovering in revenue for these same services based on the average volumes. Based on current fees, the city receives fee-related cost recovery revenue equals \$6,589,638 which is an overall 72% cost recovery level. The cost recovery details of individual fees may be found in **Appendix A** of this report.

- ◆ **Column C, Current Subsidy** – This column shows the difference between what it costs the city to provide services versus what is being recovered in revenue for these same services. Current fee levels recover 72% of full cost, leaving 28% or \$2,516,563 as unrecovered cost. This difference is being subsidized by other funding sources such as the general fund. This subsidy represents an opportunity for an updated and more focused cost recovery effort by the city for fee-related services.

Methodology

A cost-of-service (user fee) study comprises two basic elements:

- ◆ Hourly rates of staff providing the service.
- ◆ Time spent providing the service.

The product of the hourly rate calculation multiplied by the time spent yields the cost of providing the service.

Hourly Rates

The hourly rate methodology used in this study builds indirect costs into City staff hourly salary and benefit rates to arrive at fully burdened hourly rates. Fully burdened hourly rates are a mechanism used to calculate the total cost of providing services. Total cost is generally recognized as the sum of the direct cost together with a proportionate share of allowable indirect costs. The proper identification of all costs (including labor, operating expense, department administration and citywide support) as “direct” or “indirect” is crucial to the determination of the total cost of providing services.

Direct costs are typically defined as those that can be identified specifically to a particular function or activity, including the labor of persons working directly on the specific service for which the fee is charged, and possibly materials or supplies those people use for the task. Indirect costs are those that support more than one program area and are not easily identifiable to specific activities. Examples of indirect costs are: 1) departmental administrative and support staff, 2) training and education time, 3) public counter and telephone time, 4) some service and supply costs, and 5) citywide overhead costs from outside of the department as identified in the City’s cost allocation plan.

MGT’s hourly rate calculation methodology includes the following:

Personnel Services Analysis – each staff classification within the department or division is analyzed in the study. The first burden factor is comprised of compensated absences such as vacation/holidays/sick leave days taken in a year’s time. Staff classifications are then categorized as either direct (operational) or indirect (administrative or supervisory) labor. In some cases, a classification will have both direct and indirect duties. The total indirect portion of staff cost is incorporated into hourly overhead rates.

Indirect Cost Rate – a ratio of indirect cost to direct labor (salaries plus benefits) is established. There are three elements of indirect cost incorporated, including:

- ◆ **Indirect Labor** – includes compensated absences, administrative and supervisory staff costs.

- ◆ **Other Operating Expenses** – most services and supplies are included as a second layer of indirect cost and are prorated across all fees and services. There are some service and supply expenses classified as “allowable direct.” Some examples of these are professional services expenses, or supplies. These allowable direct expenses would be directly associated with specific fees or programs, as opposed to being allocated across all activities through the indirect overhead.
- ◆ **External Indirect Allocations** – this represents the prorated portion of citywide overhead (from the City’s cost allocation plan) which is attributable to the service for which the fee is charged.

Fully Burdened Hourly Rates – incorporates all the elements that comprise the hourly rates used in this cost analysis.

- ◆ Each direct or operational staff classification is listed, together with the average annual salary and benefits.
- ◆ The hourly salary and benefit rate is calculated by taking the annual salary and benefits of an employee and dividing by available hours in a year.
- ◆ The overhead rate is derived by multiplying the internal and external indirect cost rates against the salary and benefit rates.

The total combines the salary, benefits, and overhead rates. This is the fully burdened rate for each staff classification. MGT prepared indirect overhead rates and corresponding hourly rate calculations using FY 2025 budgeted expenditures.

Time Spent

Once fully burdened hourly rates were developed for city staff, the next step was to identify staff time spent directly on each user fee activity. Each staff person involved in the user fee services identified estimated time spent to complete each task associated with each user fee service.

Fee Calculations and Revenue Projections

Given this information, MGT was able to calculate the cost of providing each service, both on a per-unit and total annual basis (per-unit cost multiplied by annual volume equals total annual cost). As mentioned above, costs were calculated by multiplying per-unit time estimates by the hourly labor rates; additional operating expenses directly associated with certain services were also added in. Finally, if other departments or divisions provided support to certain user fee activities, this time was accounted for and added into the analysis as a crossover support activity. Full costs are then compared to current fees/revenues collected, and subsidies (or over-recoveries) are identified.

User fee cost details and summary by department are provided in **Appendix A**.

Economic & Policy Considerations

Calculating the true cost of providing city services is a critical step in establishing user fees and corresponding cost recovery levels. Although it is a principal factor, other factors must also be given consideration. City decision-makers must also consider the effects that establishing fees for services will have on the individuals purchasing those services, and the community.

The following economic and policy issues help illustrate these considerations.

- ◆ **Economic barriers** - It may be a desired policy to establish fees at a level that permits lower income groups to use services that they might not otherwise be able to afford.
- ◆ **Community benefit** – The City Council may wish to subsidize some user fees to reflect policy considerations which supersede cost recovery. For example, many Community Services fees have very moderate cost recovery levels. Some programs are provided free of charge or for a minimal fee regardless of cost. Youth and senior programs tend to have the lowest recovery levels. Miscellaneous classes tend to have a moderate cost recovery level and adult sports programs typically have higher cost recovery level.
- ◆ **Private benefit** - If a user fee primarily benefits the fee payer, the fee is typically set at, or close to 100% full cost recovery. Development related fees generally fall into this category; however, exceptions are sometimes made for some services such as appeal fees or fees charges exclusively to residential applicants.
- ◆ **Managing demand** – For those fees which are not subject to pure cost recovery limitations, other market considerations may inform recommended fee levels. Elasticity of demand is a factor in pricing certain City services as increasing the price of some services may result in a reduction of demand for those services.
- ◆ **Competition** – Certain services, such as recreation classes, may be provided by neighboring communities or the private sector, and therefore demand for these services can be highly dependent on what else may be available at lower prices. Furthermore, if the City's fees are too low, demand enjoyed by private-sector competitors could be adversely affected.
- ◆ **Incentives** - Fees can be set low to encourage participation in a service, such as obtaining a water heater permit.
- ◆ **Disincentives** - Penalties can be instituted to discourage undesirable behavior. Examples include fines for construction without a building permit.

Analysis Highlights

Below is a brief discussion of the findings for each department/division's analysis. Please see the user fee summary sheets in **Appendix A** of this report for the details on each fee calculation and cost analysis.

Fees are charged in a variety of ways including:

- ◆ **Flat (or fixed) fees** – the fee is always the same, regardless of size or complexity of the service provided in each instance.
- ◆ **Per square foot or linear foot**– the fee is calculated based on the size of the project under review.
- ◆ **Hourly (or time-and-materials)** – City staff track time and materials expense, and fees are calculated to recover actual costs. Hourly rates for different fees may vary depending upon the hourly rates of the staff completing tasks associated with that fee.
- ◆ **Actual cost** – this fee is charged to recover consultant costs as billed to the City, or time and materials of staff.
- ◆ **Percentage of permits** – the fee is calculated as a percentage of the original permit fee.
- ◆ **Other increments** – fees are calculated based on increments such as number of sheets or number of set ups/take downs.

Development Services

The Development Services Department helps define the City's future by providing high-quality, effective, and professional development services. The department promotes a residential support and pro-business environment, by providing flexible procedures that attract developers and residents to work, play, and invest in Avondale.

The Development Services Department processes numerous building permits and land use applications requiring city approval before the land can be developed or action taken. These services benefit the development community and are therefore eligible for cost recovery. The Building and Planning divisions work hand in hand for all Avondale development projects and were combined into one Development Services Department fee analysis.

The Building Division of the Development Services Department provides assistance to residents and developers in all areas of building construction. They provide technical code assistance and review of all building, electrical, plumbing, mechanical, fuel gas, energy and accessibility requirements for construction projects city wide. The Planning Division provides the residents, property owners, developers, and visitors to the City with a high level of service in planning, development review, and site inspections.

In total, this study analyzed over 130 Development Services Department current fees for service. These fee related services account for approximately \$4.4 million of the \$5.3 million Development Services Department budget. Please note, these costs do include citywide overhead allocations. Of the \$4.4 million in fee services costs, the department is currently recovering 84% or \$3.7 million. The under recovery is likely largely because nearly 66% of fees have not been updated for over 5 years, and 53% of fees have not been updated for over 10 years.

Planning services and applications are mostly charged on a flat or incremental (i.e. per lot, per acre) basis. Building fees are mostly charged on a flat or valuation-based schedule. Both divisions took this opportunity to adjust their fee structures to better reflect the services provided to the community. Individual fees have been adjusted over recent years, but a comprehensive analysis had not been done in quite some time. For example, the building valuation permit tables have not been updated since their adoption in 2012. It is the recommendation of this study that the Building valuation tables be updated to the current IBC publications. It is also recommended that a policy be adopted that updates the valuation tables as they are published by IBC (twice yearly). Adopting the IBC tables will allow the City to better reflect current building and market conditions and better serve the community.

Development Services Highlights:

- ◆ Any fee with a recovery of over 100%, is recommended to be reduced to the 100% level.
- ◆ For ease of customer interpretation and to better reflect the high level of service being provided, many of the miscellaneous mechanical, plumbing and electrical fees were collapsed into a few broad categories.
- ◆ In total, 34 fee services were either eliminated, combined or retitled to better reflect current services and market conditions.
- ◆ User fee cost details and summary by department are provided in **Appendix A**.

Engineering

The Engineering Department is responsible for providing in-house professional engineering services. This includes design plan reviews, construction permit inspections, and traffic control of both public and private projects, for civil improvements (such as streets, utilities, drainage, and traffic signals), along with project management of public capital improvement projects for streets, public buildings, and parks. The department is responsible for the management of the City's traffic system, repair and maintenance of traffic signals, streetlights, roadway signs and pavement markings. The City Engineer serves as the Floodplain Administrator.

In total, this study analyzed 167 Engineering Department current fees for service. These fee related services account for approximately \$4.4 million of the \$6.9 million Engineering Department total budget. Please note, these totals do include citywide overhead allocations. Of the \$4.4 million in fee services costs, the department is currently recovering 62% or \$2.8 million. The under recovery is likely because 77% of fees have not been updated for over 5 years, with 16% of fees not seeing an update for over 10 years.

Engineering Department Highlights:

- ◆ Any fee with a recovery of over 100%, is recommended to be reduced to the 100% level.
- ◆ MGT worked with the department to modify their fee structure, allowing it to reflect the current process and to make it a more user-friendly fee schedule.
- ◆ 20 new fee categories were recommended to be added to the Engineering department fee schedule.
- ◆ 38 fees are recommended for removal, either because they are obsolete, no longer charged, duplicates, or were consolidated with another current fee. The following list of fees shows those fees that were consolidated with an existing or new fee.

- ◆ In addition to reducing fee categories, the City is recommending fee name updates that better reflect the services being provided and are easier for the customer to identify.
- ◆ 7 fees are set according to FCC guidelines and are therefore recommended to stay at their current rates rather than their full costs.
- ◆ User fee cost details and summary by department are provided in **Appendix A**.

Fire and Medical Department – Fire Prevention

The Fire Department primarily consists of 911 emergency response which is facilitated through participation in a valley wide automatic aid agreement. The department also provides fire prevention services through various permits and inspections. Countless lives, injuries, and property damage can be prevented by regulating fire suppression systems, fire alarm systems, hazardous materials, commercial and industrial processes, and events.

In total, this study analyzed 138 Fire Prevention current fees for service. These fee related services account for \$286,622k of the \$962,482 Fire Prevention total budget. Please note, these totals do include citywide overhead allocations. Of the \$286,622 in fee services costs, the department is currently recovery 46% or \$131,690. The under recovery is likely because 77% of fees have not been updated for over 5 years, and 69% of fees have not been updated for over 10 years.

Fire prevention services are mostly charged on a per permit or hourly basis.

Fire Prevention Highlights:

- ◆ Any fee with a recovery of over 100%, is recommended to be reduced to the 100% level.
- ◆ Through this study, the fee structure was simplified and consolidated for similar types of service where the identified costs were the same. In total, 45 fees were either eliminated, combined or retitled.
- ◆ The Fire Department did not propose any completely new fees as part of this study.
- ◆ Last, as part of the study MGT analyzed the cost of annual fire prevention inspections. The Fire fee schedule includes a fee for inspection facilities licensed by the State of Arizona, and this fee is assessed and included in the fee schedule. For other annual fire prevention inspections outside the scope of this fee, the City has not historically assessed an annual fire prevention inspection fee. While the City had not assessed a fee for that service, the annual cost to the General Fund is estimated to be \$321,469. Because a fee is not assessed, that cost is not included in the total cost of user fees services shown in **Exhibit 1**.
- ◆ User fee cost details and summary by department are provided in **Appendix A**.

Comparison Survey

Peer comparisons play a crucial role in setting user fees as they provide a benchmark for evaluating the appropriateness of proposed charges. By examining the fee structures of neighboring jurisdictions, agencies can ensure their fees are competitive and fair, while also reflecting the actual cost of services provided. This helps avoid disparities that could lead to dissatisfaction among residents or businesses, and it ensures that the City remains attractive and viable for new investments and developments. Moreover, peer comparisons help to identify best practices and innovative approaches that can be adopted to improve efficiency and service delivery, ultimately benefiting the community.

The City requested MGT perform a comparison survey of certain fees charged by the Development Services, Engineering, and Fire departments. The fees selected by the City are fees that are impactful to the City and its citizens and stakeholders. These fees were compared to the peers selected by the City. These peers included the Cities of Buckeye, Glendale, Goodyear, Peoria, and Phoenix.

As with any fee comparison, it is sometimes challenging to do an “apples-to-apples” comparison because fee structures vary across jurisdictions. For most fees that were compared there were some peers that had similar structures and proposed fees vary relative to peers. Some are comparable or lower, others are higher. One consideration when comparing to peers is that peer communities may not have completed a cost recovery analysis or updated their fee policy for many years. In fact, City of Buckeye and City of Glendale have fee studies recently completed or underway and fees may change because of those analyses.

A compilation of the comparison survey performed by MGT can be found at **Appendix B**.

Appendix A - User Fee Study Results

The following pages provide the individual fee study results.

Development Services

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
1	Annexation	PL - Flat	-	\$ 6,000	\$ 7,291	82%	\$ -	\$ -	\$ -
2	Application Processing Fee	PL - Flat	756	\$ 100	\$ 102	98%	\$ 77,057	\$ 75,600	\$ 1,457
3	Single Family Dwelling	Remove	36	\$ 460	\$ -	0%	\$ -	\$ 16,560	\$ (16,560)
4	Tenant Improvement - up to 10k s.f.	Remove	36	\$ 255	\$ -	0%	\$ -	\$ 9,180	\$ (9,180)
5	Tenant Improvement - > 10k s.f.	Remove	4	\$ 1,425	\$ -	0%	\$ -	\$ 5,700	\$ (5,700)
6	Commercial - Up to 10,000 Square Feet	Remove	14	\$ 1,630	\$ -	0%	\$ -	\$ 22,820	\$ (22,820)
7	Commercial - 10,001 - 20,000 Square Feet	Remove	2	\$ 2,850	\$ -	0%	\$ -	\$ 5,700	\$ (5,700)
8	Commercial - 20,001 SF and Up	Remove	10	\$ 5,100	\$ -	0%	\$ -	\$ 51,000	\$ (51,000)
9	Development Agreement	PL - Flat	2	\$ 12,000	\$ 7,388	162%	\$ 14,775	\$ 24,000	\$ (9,225)
10	Development Agreement Amendment	PL - Base fee	-	\$ 1,000	\$ 4,255	24%	\$ -	\$ -	\$ -
11	Formation of Maintenance Improvement District	PL - Per lot	9	\$ 15	\$ -	0%	\$ -	\$ 135	\$ (135)
12	Historic Avondale Infill Overlay District	PL - Flat	-	\$ 500	\$ 6,395	8%	\$ -	\$ -	\$ -
13	MSED District	PL - Base fee	-	\$ 1,785	\$ 6,395	28%	\$ -	\$ -	\$ -
14	MSED District	PL - Per acre	-	\$ 70	\$ 140	50%	\$ -	\$ -	\$ -
15	Planning Revision Fee	PL - Flat	2	\$ 50	\$ 196	26%	\$ 391	\$ 100	\$ 291
16	Planning Site Inspection Fee	PL - Flat	9	\$ 100	\$ 140	71%	\$ 1,262	\$ 900	\$ 362
17	Rezoning - Multi-Family	PL - Base fee	1	\$ 1,425	\$ 8,638	16%	\$ 8,638	\$ 1,425	\$ 7,213
18	Rezoning - Multi-Family	PL - Per acre	3	\$ 70	\$ 140	50%	\$ 421	\$ 210	\$ 211
19	Rezoning - Non Residential	PL - Base fee	-	\$ 1,425	\$ 8,638	16%	\$ -	\$ -	\$ -
20	Rezoning - Non Residential	PL - Per acre	-	\$ 70	\$ 140	50%	\$ -	\$ -	\$ -
21	Rezoning - Single-Family	PL - Base fee	-	\$ 1,425	\$ 8,638	16%	\$ -	\$ -	\$ -
22	Rezoning - Single-Family	PL - Per acre	-	\$ 70	\$ 140	50%	\$ -	\$ -	\$ -
23	Rezoning CC (City Center)	Remove	-	\$ 1,785	\$ -	0%	\$ -	\$ -	\$ -
24	Rezoning CC (City Center)	Remove	-	\$ 70	\$ -	0%	\$ -	\$ -	\$ -
25	Rezoning PAD (Commercial/Residential)	PL - Base fee	1	\$ 1,785	\$ 9,711	18%	\$ 9,711	\$ 1,785	\$ 7,926
26	Rezoning PAD (Commercial/Residential)	PL - Per acre	232	\$ 70	\$ 138	51%	\$ 32,028	\$ 16,240	\$ 15,788
27	Zoning Ordinance Text Amendment	PL - Flat	-	\$ 890	\$ 6,986	13%	\$ -	\$ -	\$ -
28	Legal Nonconforming Status	Remove	-	\$ 130	\$ -	0%	\$ -	\$ -	\$ -
29	Manufactured/Modular Building	PL - Flat	12	\$ 75	\$ 352	21%	\$ 4,220	\$ 900	\$ 3,320
30	PAD Extension or Amendment	PL - 50% of org.	4	\$ -	\$ 2,806	0%	\$ 11,225	\$ -	\$ 11,225
31	Overlay District	PL - Base fee	-	\$ 1,250	\$ 4,252	29%	\$ -	\$ -	\$ -
32	Overlay District - per acre	PL - Per acre	-	\$ 70	\$ 138	51%	\$ -	\$ -	\$ -
33	Overlay District Extension	PL - 50% of org.	-	\$ -	\$ 498	0%	\$ -	\$ -	\$ -
34	Zoning Interpretation Letter	PL - Flat	-	\$ 1,200	\$ 3,558	34%	\$ -	\$ -	\$ -
35	Zoning Verification Letter	PL - Flat	14	\$ 150	\$ 704	21%	\$ 9,852	\$ 2,100	\$ 7,752

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
36	Major Text Amendment	PL - Flat	-	\$ 2,050	\$ 6,168	33%	\$ -	\$ -	\$ -
37	Minor Text Amendment	PL - Flat	-	\$ 1,425	\$ 5,162	28%	\$ -	\$ -	\$ -
38	Major Map Amendment	PL - Base fee	2	\$ 2,050	\$ 10,560	19%	\$ 21,120	\$ 4,100	\$ 17,020
39	Major Map Amendment	PL - Per acre	232	\$ 70	\$ 138	51%	\$ 32,028	\$ 16,240	\$ 15,788
40	Minor Map Amendment	PL - Base fee	-	\$ 1,425	\$ 10,219	14%	\$ -	\$ -	\$ -
41	Minor Map Amendment	PL - Per acre	-	\$ 70	\$ 140	50%	\$ -	\$ -	\$ -
42	Preliminary Plat	PL - Base fee	2	\$ 1,785	\$ 5,492	33%	\$ 10,984	\$ 3,570	\$ 7,414
43	Preliminary Plat	PL - Per lot	156	\$ 30	\$ 47	64%	\$ 7,291	\$ 4,680	\$ 2,611
44	Preliminary Plat Amendment	PL - 50% of org.	1	\$ -	\$ 1,929	0%	\$ 1,929	\$ -	\$ 1,929
45	Preliminary Plat Extension	PL - 50% of org.	1	\$ -	\$ 1,873	0%	\$ 1,873	\$ -	\$ 1,873
46	Minor Land Division Recordation Fee	PL - Flat	5	\$ 31	\$ -	0%	\$ -	\$ 155	\$ (155)
47	Map of Dedication Recordation Fee	PL - Flat	6	\$ 31	\$ -	0%	\$ -	\$ 186	\$ (186)
48	Planner Consultation	PL - Per hour	-	\$ 85	\$ 140	61%	\$ -	\$ -	\$ -
49	Pre-Application Meeting	PL - Flat	33	\$ 500	\$ 2,773	18%	\$ 91,496	\$ 16,500	\$ 74,996
50	<u>Required Postings</u>	Remove	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
51	<u>Required Property Owner Notifications</u>	Remove	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
52	<u>Required Publications</u>	Remove	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
53	Administrative Relief (Residential - One Lot)	PL - Flat	4	\$ 205	\$ 1,325	15%	\$ 5,299	\$ 820	\$ 4,479
54	Administrative Relief (Residential - Multiple Lots)	PL - Flat	1	\$ 460	\$ 1,325	35%	\$ 1,325	\$ 460	\$ 865
55	Administrative Relief (Commercial)	PL - Flat	-	\$ 460	\$ 1,325	35%	\$ -	\$ -	\$ -
56	Appeals	PL - Flat	1	\$ 1,000	\$ 3,317	30%	\$ 3,317	\$ 1,000	\$ 2,317
57	Applicant Initiated Continuance	PL - Flat	1	\$ 510	\$ -	0%	\$ -	\$ 510	\$ (510)
58	<u>Replication of Plans (When Legally Authorized)</u>	Remove	-	\$ 50	\$ -	0%	\$ -	\$ -	\$ -
59	Limited Design Review	PL - Flat	9	\$ 250	\$ 1,158	22%	\$ 10,424	\$ 2,250	\$ 8,174
60	Site Plan and Design Review Application	PL - Flat	21	\$ 5,600	\$ 5,514	102%	\$ 115,791	\$ 117,600	\$ (1,809)
61	Site Plan and Design Review Revision Fee	PL - Flat	3	\$ 50	\$ 181	28%	\$ 543	\$ 150	\$ 393
62	Site Plan Review - Model Home Complex Site	PL - Flat	3	\$ 205	\$ 1,363	15%	\$ 4,090	\$ 615	\$ 3,475
63	Site Plan Review (or Revision) for Residential Standard Plan	BLD - Flat	878	\$ 50	\$ 233	22%	\$ 204,162	\$ 43,900	\$ 160,262
64	Site Plan and Design Review Amendment or Extension	PL - Flat	2	\$ 3,300	\$ 2,757	120%	\$ 5,514	\$ 6,600	\$ (1,086)
65	Site Plan 4th Review	PL - 50% of org. / Punati	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
66	Expedited Plan Review	PL - 2x of org.	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
67	Expedited Review Fee (Half the Time)	PL - 2x of org.	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
68	<u>Building Design Review Application</u>	Remove	-	\$ 250	\$ -	0%	\$ -	\$ -	\$ -
69	Single-Family House Product Plan Review	PL - Flat	6	\$ 615	\$ 1,530	40%	\$ 9,178	\$ 3,690	\$ 5,488
70	Permanent Sign (Electrical; Per Sign)	PL - Flat	44	\$ 40	\$ -	0%	\$ -	\$ 1,760	\$ (1,760)

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
71	Permanent Sign (Plan Review Fee + s.f. Cost)	PL - Flat	40	\$ 30	\$ 713	4%	\$ 28,504	\$ 1,200	\$ 27,304
72	Permanent Sign (Unauthorized Install)	PL - 2x of org.	-	\$ -	\$ 621	0%	\$ -	\$ -	\$ -
73	Sign Permit Renewal	PL - Flat	-	\$ 40	\$ -	0%	\$ -	\$ -	\$ -
74	Temporary Sign - Base fee	PL - Flat	102	\$ 30	\$ 111	27%	\$ 11,297	\$ 3,060	\$ 8,237
75	Temp Sign - Square Foot Cost: 0-31 s.f.	PL - Flat	38	\$ 70	\$ 111	63%	\$ 4,209	\$ 2,660	\$ 1,549
76	Temp Sign - Square Foot Cost: 32-47 s.f.	PL - Flat	15	\$ 100	\$ 111	90%	\$ 1,661	\$ 1,500	\$ 161
77	Temp Sign - Square Foot Cost: 48+ s.f.	PL - Flat	22	\$ 155	\$ 219	71%	\$ 4,828	\$ 3,410	\$ 1,418
78	Comprehensive Sign Package	PL - Flat	-	\$ 3,900	\$ 4,315	90%	\$ -	\$ -	\$ -
79	Comprehensive Sign Package - Amendment of Planning and Council Approval	PL - Flat	-	\$ 3,300	\$ 2,241	147%	\$ -	\$ -	\$ -
80	Comprehensive Sign Package - Administrative Approval	PL - Flat	-	\$ 1,800	\$ 2,870	63%	\$ -	\$ -	\$ -
81	Additional Reviews as Required	BLD - Per hour	120	\$ 100	\$ 128	78%	\$ 15,349	\$ 12,000	\$ 3,349
82	Certified Green Business Review - Expedited - No Cost	PL - Flat	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
83	Model Home Complex Site Plan Review	PL - Flat	3	\$ 205	\$ 598	34%	\$ 1,793	\$ 615	\$ 1,178
84	Review of Deferred Submittals (Outside Consultant)	Remove	8	\$ -	\$ -	0%	\$ -	\$ -	\$ -
85	Review of Deferred Submittals (Submitted After Initial Plan Review) In House	Remove	-	\$ 180	\$ -	0%	\$ -	\$ -	\$ -
86	Temporary Trailers - Plan Review	PL - Flat	2	\$ 140	\$ 199	70%	\$ 398	\$ 280	\$ 118
87	Conditional Use Permit (CUP)	PL - Flat	4	\$ 1,250	\$ 5,883	21%	\$ 23,534	\$ 5,000	\$ 18,534
88	Conditional Use Permit (CUP) Modification	PL - 50% of org.	-	\$ -	\$ 5,883	0%	\$ -	\$ -	\$ -
89	Conditional Use Permit (CUP) Unauthorized Use	PL - Punitive	-	\$ 2,500	\$ 5,883	42%	\$ -	\$ -	\$ -
90	Variance - Non Residential	PL - Flat	-	\$ 1,070	\$ 5,883	18%	\$ -	\$ -	\$ -
91	Variance - Residential	PL - Flat	-	\$ 205	\$ 5,883	3%	\$ -	\$ -	\$ -
99.5	Building Permit Tiers A-H	BLD - Valuation	1	\$ 2,642,666	\$ 2,773,803	95%	\$ 2,773,803	\$ 2,642,666	\$ 131,137
100	Building Plan Review	BLD - 65% of Permit	1	\$ 172,961	\$ 271,453	64%	\$ 271,453	\$ 172,961	\$ 98,492
101	Certificate of Occupancy - All Users	BLD - Retitled	907	\$ 100	\$ 158	63%	\$ 143,287	\$ 90,700	\$ 52,587
102	Certificate of Occupancy Reprint - All Users	BLD - Retitled	11	\$ 145	\$ 181	80%	\$ 1,990	\$ 1,595	\$ 395
103	Temporary Certificate of Occupancy - All Users	BLD - Retitled	1	\$ 150	\$ 196	77%	\$ 196	\$ 150	\$ 46
104	Certificate of Completion for Commercial Shell Buildings	BLD - Retitled	20	\$ 180	\$ 225	80%	\$ 4,497	\$ 3,600	\$ 897
105	Request for Certificate of Occupancy for Change of Use Group	Remove	-	\$ 145	\$ -	0%	\$ -	\$ -	\$ -
106	Temporary Certificate of Occupancy Processing Fee	Remove	-	\$ 150	\$ -	0%	\$ -	\$ -	\$ -
107	Temporary Certificate of Occupancy Processing Fee - Deposit	Remove	-	\$ 2,350	\$ -	0%	\$ -	\$ -	\$ -
108	Swimming Pools/Spas - Above Ground	BLD - Retitled	6	\$ 50	\$ 110	46%	\$ 659	\$ 300	\$ 359
109	Swimming Pools/Spas - Standard	BLD - Retitled	39	\$ 510	\$ 653	78%	\$ 25,451	\$ 19,890	\$ 5,561
110	Swimming Pools/Spas - Non Standard	BLD - Retitled	38	\$ 560	\$ 785	71%	\$ 29,823	\$ 21,280	\$ 8,543
111	Temporary Trailers - Building Permit / Temp Sales	BLD - Flat	1	\$ 215	\$ 243	89%	\$ 243	\$ 215	\$ 28
112	Temporary Trailers - Building Permit / Construction Trailer	BLD - Flat	1	\$ 215	\$ 243	89%	\$ 243	\$ 215	\$ 28

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
113	Building Demolition - Accessory Structure	BLD - Flat	1	\$ 25	\$ 91	27%	\$ 91	\$ 25	\$ 66
114	Building Demolition - Single-Family Residence and Other Structures	BLD - Flat	10	\$ 150	\$ 291	52%	\$ 2,910	\$ 1,500	\$ 1,410
115	Inspections Outside of Normal Business Hours (Min - 4 Hours) Landscape	BLD - Per hour	4	\$ 100	\$ 175	57%	\$ 699	\$ 400	\$ 299
116	Inspections Outside of Normal Business Hours (Min - 4 Hours) Other	BLD - Per hour	10	\$ 100	\$ 175	57%	\$ 1,748	\$ 1,000	\$ 748
117	Re-Inspection Fees	BLD - Flat	-	\$ 130	\$ 168	77%	\$ -	\$ -	\$ -
118	Group Housing Registration	BLD - Flat	-	\$ 175	\$ 626	28%	\$ -	\$ -	\$ -
119	Permit to Move a Building	BLD - Flat	-	\$ 100	\$ 185	54%	\$ -	\$ -	\$ -
120	Medical Marijuana Dispensary and Cultivation Permit	BLD - Flat	-	\$ 460	\$ 3,057	15%	\$ -	\$ -	\$ -
121	Seasonal Sales Permit	BLD - Flat	1	\$ 180	\$ 211	85%	\$ 211	\$ 180	\$ 31
122	Electrical Permit	BLD - Flat	1,481	\$ 75	\$ 112	67%	\$ 165,201	\$ 111,075	\$ 54,126
123	Electrical Permit - Services not over 200 Amperes	Remove	-	\$ 75	\$ -	0%	\$ -	\$ -	\$ -
124	Electrical Permit - Services over 200 Amperes but less than 1000 Amperes	Remove	-	\$ 120	\$ -	0%	\$ -	\$ -	\$ -
125	Electrical Permit - Multi-Family/Hotels/Motels per unit	Remove	-	\$ 75	\$ -	0%	\$ -	\$ -	\$ -
126	Electrical Permit Fee - For Services over 600 Volts or over 1000 Amperes	Remove	-	\$ 220	\$ -	0%	\$ -	\$ -	\$ -
127	Electrical Permit Fee - Generator, Per	Remove	-	\$ 75	\$ -	0%	\$ -	\$ -	\$ -
128	Electrical Permit - Derate	Remove	-	\$ 165	\$ -	0%	\$ -	\$ -	\$ -
129	Electrical Permit - Solar	Remove	-	\$ 130	\$ -	0%	\$ -	\$ -	\$ -
130	Mechanical Permit	BLD - Flat	943	\$ 75	\$ 90	83%	\$ 85,276	\$ 70,725	\$ 14,551
131	Mechanical Permit - Multi-Family/Hotel/Motel Per Unit	Remove	-	\$ 75	\$ -	0%	\$ -	\$ -	\$ -
132	Mechanical Permit - Residential SFD/ Associated Electrical	Remove	-	\$ 75	\$ -	0%	\$ -	\$ -	\$ -
133	Mechanical Permit Fee - Non-Residential (with duct work)	Remove	-	\$ 125	\$ -	0%	\$ -	\$ -	\$ -
134	Mechanical Permit Fee - Non-Residential (without duct work)	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -
135	Plumbing Permit	BLD - Flat	973	\$ 75	\$ 96	78%	\$ 93,492	\$ 72,975	\$ 20,517
136	Plumbing Permit - Commercial Industrial	Remove	-	\$ 125	\$ -	0%	\$ -	\$ -	\$ -
137	Plumbing Permit - Interceptors, Trap, Industrial Waste Pretreatment Systems	Remove	-	\$ 75	\$ -	0%	\$ -	\$ -	\$ -
138	Plumbing Permit - Multi-Family/Hotel/Motel per unit	Remove	-	\$ 75	\$ -	0%	\$ -	\$ -	\$ -
139	Plumbing Permit Fee - Miscellaneous - Appliance or Piece of Equipment Re	Remove	-	\$ 50	\$ -	0%	\$ -	\$ -	\$ -
140	Plumbing Permit Fee - Sewers, Disposal Systems and Interceptors - Rainwa	Remove	-	\$ 10	\$ -	0%	\$ -	\$ -	\$ -
141	Copies (8.5" x 11")	Per page	1	\$ 0	\$ -	0%	\$ -	\$ 0	\$ (0)
142	Support to Engineering	X Support	1	\$ -	\$ 194,197	0%	\$ 194,197	\$ -	\$ 194,197
143	Support to Fire	X Support	1	\$ -	\$ 72,040	0%	\$ 72,040	\$ -	\$ 72,040
							\$4,388,789	\$3,700,318	\$688,471
Total User Fees									
% of Full Cost								84%	16%
							\$3,712,367	\$2,642,666	\$1,069,701
Total Other Services									
% of Full Cost								71%	29%
							\$8,101,156	\$6,342,984	\$1,758,171
Department Totals									
% of Full Cost								78%	22%

Engineering

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
1	After Business Hours & Green Friday Inspections (2-Hr min.)	Per hour	1	\$ 120	\$ 145	83%	\$ 145	\$ 120	\$ 25
2	Final Plat (Base Fee)	Each	11	\$ 995	\$ 2,524	39%	\$ 27,763	\$ 10,945	\$ 16,818
3	Final Plat (per lot)	Per lot	711	\$ 9	\$ 60	15%	\$ 42,939	\$ 6,399	\$ 36,540
4	Final Plat Amendment/Replat	50% of current fee	1	\$ -	\$ 2,524	0%	\$ 2,524	\$ -	\$ 2,524
5	Final Plat Recordation Fee	Remove	32	\$ 52	\$ -	0%	\$ -	\$ 1,664	\$ (1,664)
6	Existing Poles - Inspection Fee	Per hour (up to maximum	1	\$ 120	\$ 121	99%	\$ 121	\$ 120	\$ 1
7	Minor Land Division	Remove	5	\$ 460	\$ -	0%	\$ -	\$ 2,300	\$ (2,300)
8	Microcell Equipment Mounted on Strands	Application fee	1	\$ 750	\$ 1,698	44%	\$ 1,698	\$ 750	\$ 948
9	Microcell Equipment Mounted on Strands	Use of right-of-way	1	\$ 50	\$ 347	14%	\$ 347	\$ 50	\$ 297
10	New/Replacement Poles - Inspection Fees	Per hour (up to maximum	1	\$ 120	\$ 138	87%	\$ 138	\$ 120	\$ 18
11	Colocation on an Existing Support Structure	Application fee (per facilit	1	\$ 100	\$ 347	29%	\$ 347	\$ 100	\$ 247
12	Colocation on an Existing Support Structure	Application fee (per facilit	1	\$ 50	\$ 347	14%	\$ 347	\$ 50	\$ 297
13	Colocation on an Existing Support Structure	Use of right-of-way	1	\$ 50	\$ 347	14%	\$ 347	\$ 50	\$ 297
14	Colocation on an Existing Support Structure	Use of city owned pole	1	\$ 50	\$ 347	14%	\$ 347	\$ 50	\$ 297
15	GER Standards Deviation Application Processing Fee	Per application	1	\$ 125	\$ 1,026	12%	\$ 1,026	\$ 125	\$ 901
16	Streetlight Repair/Replacement	Per hour; minimum 2 hour	1	\$ 100	\$ 145	69%	\$ 145	\$ 100	\$ 45
17	Streetlight Shield Installation	Each, installed	1	\$ 100	\$ 434	23%	\$ 434	\$ 100	\$ 334
18	Traffic Sign/Signal Repair/Replacement	Per hour; minimum 2 hour	1	\$ 100	\$ 145	69%	\$ 145	\$ 100	\$ 45
19	Concrete - 6"-Vertical Curb & Gutter, Single Curb & Ribbon Curb	Linear foot plus \$50 base f	22,100	\$ 0.35	\$ 0.40	88%	\$ 8,813	\$ 7,735	\$ 1,078
20	Concrete - Bus Bay, Right Turn Lane	Square foot plus \$50 base	2,234	\$ 0.25	\$ 0.45	55%	\$ 1,014	\$ 559	\$ 456
21	Concrete - Driveway (Non-Return Type)	Each	35	\$ 95	\$ 364	26%	\$ 12,739	\$ 3,325	\$ 9,414
22	Concrete - Return Type Driveway (Commercial)	Square foot plus \$50 base	111,150	\$ 0.30	\$ 0.10	286%	\$ 11,666	\$ 33,345	\$ (21,679)
23	Concrete - Sidewalk	Square foot plus \$50 base	47,995	\$ 0.15	\$ 0.17	87%	\$ 8,286	\$ 7,199	\$ 1,087
24	Concrete - Sidewalk Ramps	Each	236	\$ 65	\$ 284	23%	\$ 67,044	\$ 15,340	\$ 51,704
25	Concrete - Valley Gutter & Apron	Square foot plus \$50 base	8,784	\$ 0.35	\$ 0.75	47%	\$ 6,574	\$ 3,074	\$ 3,499
26	Concrete Structures - Box Culvert/Misc. Structures (% of Estimated Construction Cost)	4% of cost	2	\$ -	\$ 872	0%	\$ 1,744	\$ -	\$ 1,744
27	Concrete Structures - Catch Basins & Headwalls	Each	135	\$ 85	\$ 229	37%	\$ 30,931	\$ 11,475	\$ 19,456
28	Concrete Structures - Handrail	Linear foot	272	\$ 2.50	\$ 4.94	51%	\$ 1,344	\$ 680	\$ 664
29	Concrete Structures - Scuppers	Each	34	\$ 85	\$ 367	23%	\$ 12,463	\$ 2,890	\$ 9,573
30	Dirt Haul Permit	LS	15	\$ 100	\$ 443	23%	\$ 6,646	\$ 1,500	\$ 5,146
31	Drainage - Curb Opening	Each	41	\$ 35	\$ 278	13%	\$ 11,402	\$ 1,435	\$ 9,967
32	Drainage - Drywell	Each	69	\$ 125	\$ 444	28%	\$ 30,652	\$ 8,625	\$ 22,027
33	Drainage - Rip Rap	Cubic yard	490	\$ 5	\$ 6	85%	\$ 2,891	\$ 2,450	\$ 441
34	Drainage - Spillway	Each	22	\$ 50	\$ 530	9%	\$ 11,662	\$ 1,100	\$ 10,562
35	Drainage - Storm Sewer Manholes	Each	103	\$ 70	\$ 978	7%	\$ 100,782	\$ 7,210	\$ 93,572
36	Drainage - Storm Sewer Pipe	Linear foot	16,832	\$ 1.30	\$ 1.36	96%	\$ 22,909	\$ 21,882	\$ 1,027
37	Drainage - Underground Storm Water Ret Pipe	Linear foot	1,105	\$ 5	\$ 5	104%	\$ 5,304	\$ 5,525	\$ (221)
37.1	Drainage - Dual Chambered Drywell	New Fee - Each	-	\$ 175	\$ 872	20%	\$ -	\$ -	\$ -

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
37.2	Drainage - Storm Drain Concrete Pipe Collar	New Fee - Each	-	\$ 40	\$ 73	55%	\$ -	\$ -	\$ -
37.3	Drainage - Storm Drain Pipe Connection	New Fee - Each	-	\$ 40	\$ 73	55%	\$ -	\$ -	\$ -
38	Irrigation Manhole/Structure	Each	11	\$ 75	\$ 748	10%	\$ 8,228	\$ 825	\$ 7,403
39	Irrigation Pipe	Linear foot	3,450	\$ 1.25	\$ 1.02	123%	\$ 3,510	\$ 4,313	\$ (803)
40	Landscape Backflow Preventer	Each	14	\$ 75	\$ 583	13%	\$ 8,156	\$ 1,050	\$ 7,106
41	Landscaping (ROW Area)	Square yard	4,335	\$ 0.25	\$ 0.87	29%	\$ 3,761	\$ 1,084	\$ 2,677
42	Mass Grading (Gross Area) - All - Including Civil SWPPP Inspections	Base fee + SY (fee below)	15	\$ 400	\$ 601	67%	\$ 9,022	\$ 6,000	\$ 3,022
43	Mass Grading - Less than 5 Acres	Remove	-	\$ 0.07	\$ -	0%	\$ -	\$ -	\$ -
44	Mass Grading - 5 - 20 Acres	Square yard	144,023	\$ 0.06	\$ 0.02	351%	\$ 2,463	\$ 8,641	\$ (6,179)
45	Mass Grading - Greater than 20 Acres	Remove	-	\$ 0.05	\$ -	0%	\$ -	\$ -	\$ -
46	Paving - Asphalt Concrete Overlay (1 Lift)	Square yard	1,162	\$ 0.35	\$ 0.56	63%	\$ 650	\$ 407	\$ 243
47	Paving - Asphalt Pavement Replacement: (Incl Utility Cuts) - Area < 100 SY	SY plus \$200 base fee	30,520	\$ 22	\$ 15	150%	\$ 447,849	\$ 671,440	\$ (223,591)
48	Paving - Asphalt Pavement Replacement: (Incl Utility Cuts) - 100 SY - 700 SY	Remove	-	\$ 6	\$ -	0%	\$ -	\$ -	\$ -
49	Paving - Asphalt Pavement Replacement: (Incl Utility Cuts) - 701 SY - 1,760 SY	Remove	-	\$ 2	\$ -	0%	\$ -	\$ -	\$ -
50	Paving - Asphalt Pavement Replacement: (Incl Utility Cuts) - Area > 1,760 SY	Remove	-	\$ 1	\$ -	0%	\$ -	\$ -	\$ -
51	Paving - Barricade / Guardrail	Linear foot	448	\$ 4	\$ 1	280%	\$ 640	\$ 1,792	\$ (1,152)
52	Paving - New Conc. Asphalt Pavement (Full Section in Place)	Square yard	62,513	\$ 0.65	\$ 0.45	145%	\$ 28,028	\$ 40,633	\$ (12,605)
53	Paving - Slurry / Micro Seal	Square yard	500	\$ 0.20	\$ 0.21	95%	\$ 105	\$ 100	\$ 5
54	Paving - Street Signs	Each	119	\$ 40	\$ 142	28%	\$ 16,855	\$ 4,760	\$ 12,095
55	Paving - Striping (4-in Equiv.)	Linear foot	13,769	\$ 0.15	\$ 0.19	81%	\$ 2,551	\$ 2,065	\$ 486
56	Paving - Survey Monuments	Each	66	\$ 45	\$ 185	24%	\$ 12,218	\$ 2,970	\$ 9,248
57	Paving - Utility Adjustments (New & Existing in Street ROW)	Each	522	\$ 30	\$ 151	20%	\$ 78,754	\$ 15,648	\$ 63,106
58	Permit Modification	LS	3	\$ 75	\$ 51	148%	\$ 152	\$ 225	\$ (73)
59	Renew Expired Permit (With City Approval)	LS	20	\$ 300	\$ 392	76%	\$ 7,845	\$ 6,000	\$ 1,845
60	Retaining Walls	Remove	-	\$ 0.50	\$ -	0%	\$ -	\$ -	\$ -
61	Sanitary Sewer - Cleanouts; Mains & Service Lines	Each	69	\$ 50	\$ 258	19%	\$ 17,829	\$ 3,460	\$ 14,369
62	Sanitary Sewer - Drop Connection	Each	4	\$ 50	\$ 641	8%	\$ 2,566	\$ 200	\$ 2,366
63	Sanitary Sewer - Main Line Pipe	Linear foot	18,800	\$ 1.50	\$ 0.99	152%	\$ 18,596	\$ 28,200	\$ (9,604)
64	Sanitary Sewer - Manhole	Each	134	\$ 135	\$ 483	28%	\$ 64,602	\$ 18,050	\$ 46,553
65	Sanitary Sewer - Pipe Connection	Each	83	\$ 75	\$ 270	28%	\$ 22,387	\$ 6,225	\$ 16,162
66	Sanitary Sewer - Pipe Encasement - Sleeving - Extra Protection	Linear Foot	520	\$ 25	\$ 9	282%	\$ 4,611	\$ 13,000	\$ (8,389)
67	Sanitary Sewer - Service Line Pipe	Linear foot	17,340	\$ 1.00	\$ 0.84	120%	\$ 14,498	\$ 17,340	\$ (2,842)
68	Sanitary Sewer - Sewer Tap	Each	532	\$ 85	\$ 136	62%	\$ 72,473	\$ 45,220	\$ 27,253
69	Sanitary Sewer - Sewer Utility Adjustment (On-Site)	Each	27	\$ 25	\$ 338	7%	\$ 9,197	\$ 680	\$ 8,517
69.1	Sanitary Sewer - Cut / Plug Pipe End	New Fee - Each	-	\$ 40	\$ 36	110%	\$ -	\$ -	\$ -

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
69.2	Sanitary Sewer - Corrosion Protected Lined Manhole	New Fee - Each	-	\$ 150	\$ 980	15%	\$ -	\$ -	\$ -
69.3	Sanitary Sewer - Large Dia. Pipe (>15") Manhole / Deep MH (>18')	New Fee - Each	-	\$ 200	\$ 1,116	18%	\$ -	\$ -	\$ -
70	Streetlights - Streetlight	Each	160	\$ 60	\$ 135	44%	\$ 21,620	\$ 9,600	\$ 12,020
71	Streetlights - Streetlight Concrete Pedestal Base	Each	48	\$ 40	\$ 221	18%	\$ 10,602	\$ 1,920	\$ 8,682
71.1	Streetlights - Pedestrian Light	New Fee - Each	-	\$ 60	\$ 218	28%	\$ -	\$ -	\$ -
72	SWPPP Post-Civil BMP Installations (Pad, Pre-Building)	Remove	-	\$ 200	\$ -	0%	\$ -	\$ -	\$ -
73	SWPPP Post-Civil BMP Installations (Pad, Pre-Building)	Remove	-	\$ 0.03	\$ -	0%	\$ -	\$ -	\$ -
74	Theme Wall	Remove	-	\$ 0.05	\$ -	0%	\$ -	\$ -	\$ -
75	Traffic Control Plan (TCP) Review/Inspection Fee	Remove	229	\$ 175	\$ -	0%	\$ -	\$ 40,075	\$ (40,075)
76	Traffic Control Plan (TCP) Change/Update Review Fee	Remove	4	\$ 50	\$ -	0%	\$ -	\$ 200	\$ (200)
77	Unspecified Items - % of Estimated Construction Cost	4%	2	\$ -	\$ 0	0%	\$ 0	\$ -	\$ 0
78	Utilities - Bore/Splice Pit	Each	274	\$ 50	\$ 63	80%	\$ 17,220	\$ 13,700	\$ 3,520
79	Utilities - Boring Install Only	Linear foot	24,928	\$ 0.75	\$ 4.85	15%	\$ 120,785	\$ 18,696	\$ 102,089
80	Utilities - Open Cut Trenching Only (in ROW) Paved	Linear foot	40	\$ 3.00	\$ 6.19	49%	\$ 247	\$ 120	\$ 127
81	Utilities - Open Cut Trenching Only (in ROW) Un-paved	Linear foot	21,216	\$ 0.75	\$ 0.83	90%	\$ 17,622	\$ 15,912	\$ 1,710
82	Utilities - Pothole	Each	335	\$ 50	\$ 59	85%	\$ 19,663	\$ 16,750	\$ 2,913
83	Water - Fire Line	Linear foot	116	\$ 1.30	\$ 0.97	134%	\$ 113	\$ 151	\$ (38)
84	Water - Water Valve or ARV MH Vault	Each	10	\$ 65	\$ 762	9%	\$ 7,621	\$ 650	\$ 6,971
85	Water - Backflow Preventer (Up to 3-in.)	Each	70	\$ 75	\$ 189	40%	\$ 13,252	\$ 5,250	\$ 8,002
86	Water - Backflow Preventer (3-in. & Greater)	Each	15	\$ 120	\$ 528	23%	\$ 7,927	\$ 1,800	\$ 6,127
87	Water - Blow Off/Tapped Cap	Each	13	\$ 40	\$ 518	8%	\$ 6,732	\$ 520	\$ 6,212
88	Water - Fire Hydrants	Each	45	\$ 50	\$ 312	16%	\$ 14,055	\$ 2,250	\$ 11,805
89	Water - Mainline/Lateral/FH Valve	Each	218	\$ 40	\$ 66	61%	\$ 14,390	\$ 8,720	\$ 5,670
90	Water - Meter Box	Each	397	\$ 25	\$ 85	29%	\$ 33,912	\$ 9,925	\$ 23,987
91	Water - Tapping Sleeve (SS+HD on Large Diameter Pipe > 6")	Each	16	\$ 150	\$ 591	25%	\$ 9,449	\$ 2,400	\$ 7,049
92	Water - Water Utility Adjustment (On-Site)	Each	51	\$ 25	\$ 208	12%	\$ 10,706	\$ 1,285	\$ 9,421
93	Water - Water Line Connection/Service Tap	Each	102	\$ 65	\$ 159	41%	\$ 16,183	\$ 6,630	\$ 9,553
94	Water - Water Service Line	Linear foot	10,040	\$ 1.00	\$ 1.01	99%	\$ 10,145	\$ 10,040	\$ 105
95	Water - Water Main Line (1-299 LF)	Linear foot	1,185	\$ 4.00	\$ 2.62	153%	\$ 3,103	\$ 4,740	\$ (1,637)
96	Water - Water Main Line (Greater than 300 LF to 1,000 LF)	Linear foot	2,500	\$ 2.00	\$ 2.47	81%	\$ 6,184	\$ 5,000	\$ 1,184
97	Water - Water Main Line (Greater Than 1,000 LF)	Remove	-	\$ 1.45	\$ -	0%	\$ -	\$ -	\$ -
97.1	Water - Pipe Encasement Sleeving / Extra Protection	New Fee - Linear Foot	-	\$ 25	\$ 24	103%	\$ -	\$ -	\$ -
97.2	Water - Cut / Plug Pipe End	New Fee - Each	-	\$ 40	\$ 36	110%	\$ -	\$ -	\$ -
98	Minor Land Division Recordation Fee	Per application	1	\$ 31	\$ 6,246	0%	\$ 6,246	\$ 31	\$ 6,215
99	Map of Dedication Recordation Fee	Remove	1	\$ 31	\$ -	0%	\$ -	\$ 31	\$ (31)
Second and Subsequent Re-Inspections Required for Failure to Correct									
100	Deficiencies	Per hour	1	\$ 120	\$ 224	54%	\$ 224	\$ 120	\$ 104

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
100	SWPPP Inspection Fee	New Fee - Flat Fee	2	\$ 400	\$ 872	46%	\$ 1,744	\$ 800	\$ 944
101	SWPPP Post-Civil Inspection (Pad, Pre-Building) Non-Compliance and Re-Inspection Fee	Per hour	8	\$ 120	\$ 173	69%	\$ 1,388	\$ 960	\$ 428
102	Pavement Cut Post Construction - Utility Pothole Post Const; 0-12 Months	Each	1	\$ 1,000	\$ 145	688%	\$ 145	\$ 1,000	\$ (855)
103	Pavement Cut Post Construction 0-12 Months	Remove	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
104	Pavement Cut Post Construction - Utility Pothole Post Const; 13-24 Months	Each	1	\$ 750	\$ 182	413%	\$ 182	\$ 750	\$ (568)
105	Pavement Cut Post Construction 13-24 Months	Remove	1	\$ -	\$ -	0%	\$ -	\$ -	\$ -
106	Pavement Cut Post Construction - Utility Pothole Post Const; 25-36 Months	Each	-	\$ 375	\$ 218	172%	\$ -	\$ -	\$ -
107	Pavement Cut Post Construction 25-36 Months	Remove	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
108	Telecom- Bore/Splice Pit	Per Bore Or Splice Pit	253	\$ 50	\$ 152	33%	\$ 38,375	\$ 12,650	\$ 25,725
109	Telecom- Bore/Splice Pit Soft Landscape	Per Bore Or Splice Pit	220	\$ 25	\$ 77	33%	\$ 16,910	\$ 5,500	\$ 11,410
110	Telecom- Boring Install Only	Per Linear Foot	26,356	\$ 0.75	\$ 2.61	29%	\$ 68,914	\$ 19,767	\$ 49,147
111	Telecom-Handhole/Vault	Per Handhole Or Vault	7	\$ 50	\$ 186	27%	\$ 1,305	\$ 350	\$ 955
112	Telecom- Landscape (In Right Of Way)	Per Square Yard	-	\$ 0.75	\$ 1.45	52%	\$ -	\$ -	\$ -
113	Telecom-Pothole-Hard Surface	Per Pothole	50	\$ 50	\$ 186	27%	\$ 9,321	\$ 2,500	\$ 6,821
114	Telecom-Pothole-Soft Surface	Per Pothole	368	\$ 25	\$ 75	33%	\$ 27,764	\$ 9,200	\$ 18,564
114	Telecom- Open Cut Trench Only (in ROW) unpaved	Per Linear Foot	-	\$ -	\$ 0.83	0%	\$ -	\$ -	\$ -
114	Telecom- Open Cut Trench Only (in ROW) paved	Per Linear Foot	-	\$ -	\$ 6.19	0%	\$ -	\$ -	\$ -
114	Telecommunication and Right-of-Way	New Fee - per linear foot in ROW	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
115	Encroachment	Remove	1	\$ 180	\$ -	0%	\$ -	\$ 180	\$ (180)
116	Traffic Control Plan Alley Restriction	Per Day	12	\$ 75	\$ 637	12%	\$ 7,643	\$ 900	\$ 6,743
117	Traffic Control Plan Bike Lane Restriction	Per Day	119	\$ 40	\$ 169	24%	\$ 20,101	\$ 4,760	\$ 15,341
118	Traffic Control Plan High Volume Arterial Road Closure	Per Lane/Day For Every 1/4	64	\$ 140	\$ 23	612%	\$ 1,465	\$ 8,960	\$ (7,495)
119	Traffic Control Plan Low Volume Arterial Closure	Remove	1	\$ 500	\$ -	0%	\$ -	\$ 500	\$ (500)
120	Traffic Control Plan Nighttime High Volume Arterial And Collector Closure (7P-6A)	Per Lane/Day For Every 1/4	15	\$ 75	\$ 73	103%	\$ 1,090	\$ 1,125	\$ (35)
121	Traffic Control Plan Penalties - Presenting Imminent Risk Of Death Or Injury To The Public Within Public Right Of Way	Per Occurrence	1	\$ 1,500	\$ 6,319	24%	\$ 6,319	\$ 1,500	\$ 4,819
122	Traffic Control Plan Penalties - Restricting Traffic Within 150 Feet Of Sign.	Per Permit	1	\$ 750	\$ 6,319	12%	\$ 6,319	\$ 750	\$ 5,569
123	Traffic Control Plan Penalties - Restricting Without A Valid Permit	Per Occurrence	1	\$ 1,000	\$ 6,319	16%	\$ 6,319	\$ 1,000	\$ 5,319
124	Traffic Control Plan Shoulder Edgeline	Per Day	257	\$ 50	\$ 117	43%	\$ 29,943	\$ 12,850	\$ 17,093
125	Traffic Control Plan Sidewalk Closure	Per Day	235	\$ 30	\$ 119	25%	\$ 27,915	\$ 7,050	\$ 20,865
126	Traffic Control Plan Special Event Closure	Remove	3	\$ 75	\$ -	0%	\$ -	\$ 225	\$ (225)
127	Traffic Control Plan Surcharge For Leaving Devices In Right Of Way 24 Hours After Approved Traffic Control Plan Expires	Per Day	1	\$ 250	\$ 6,294	4%	\$ 6,294	\$ 250	\$ 6,044

				Current						
				Per Unit			Annual			
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	
128	Traffic Control Plan Surcharge For Missing Or Improper Use Of Barricades Or Delineation Devices As Shown On Approved Traffic Control Plan	Per Violation	1	\$ 500	\$ 6,294	8%	\$ 6,294	\$ 500	\$ 5,794	
129	Traffic Control Plan Surcharge For Violating Restrictions, Limits, Times And Locations Of Approved Traffic Control Plan	Per Violation	1	\$ 500	\$ 6,294	8%	\$ 6,294	\$ 500	\$ 5,794	
130	Traffic Control Plan Traffic Control Re-Inspection Fee	Per Hour	19	\$ 90	\$ 126	72%	\$ 2,444	\$ 1,750	\$ 695	
131	Traffic Control Plan Review	Per Request	84	\$ 150	\$ 315	48%	\$ 26,431	\$ 12,600	\$ 13,831	
131	Traffic Control Plan - Message Boards	New Fee - Day/Per Device	-	\$ 30	\$ 62	49%	\$ -	\$ -	\$ -	
131	Traffic Control Plan - Residential / Local Road Closure	New Fee - Day per 1/2 mi	-	\$ 50	\$ 62	81%	\$ -	\$ -	\$ -	
131	Traffic Control Plan - Collector / Industrial Road Closure	New Fee - Ln/Day per 1/2 mi	-	\$ 75	\$ 62	122%	\$ -	\$ -	\$ -	
132	Sewer Verification (Existing Sewer Connection And Verification Fee)	Per Inspection	5	\$ 125	\$ 1,329	9%	\$ 6,646	\$ 625	\$ 6,021	
133	Copies—Non-Standard-Sizes (Plans, Maps, other)	Remove—consolidate with City Clerk	1	\$ 3.00	\$ -	0%	\$ -	\$ 3	\$ (3)	
134	General Engineering Requirements (GER) Manual	Each	1	\$ 25	\$ 18	140%	\$ 18	\$ 25	\$ (7)	
135	MAG Supplement Manual	Each	1	\$ 30	\$ 18	168%	\$ 18	\$ 30	\$ (12)	
136	Building Plan Review	Remove	-	\$ 200	\$ -	0%	\$ -	\$ -	\$ -	
137	Expedited Review Fee (Half the Time)	Double standard review fee	1	\$ -	\$ 2,852	0%	\$ 2,852	\$ -	\$ 2,852	
138	Grading & Drainage Plan—First Review	Remove	-	\$ 375	\$ -	0%	\$ -	\$ -	\$ -	
139	Improvement Plans (Commercial)—First Review	Remove	-	\$ 375	\$ -	0%	\$ -	\$ -	\$ -	
139	All Plan Reviews	New Fee - Per Sheet	2,936	\$ 375	\$ 554	68%	\$ 1,627,961	\$ 1,101,000	\$ 526,961	
140	LOMR/CLOMR (Outside Consultant)	Actual cost	-	\$ -	\$ 4,870	0%	\$ -	\$ -	\$ -	
141	Paving & Storm Drain Plan—First Review	Remove	-	\$ 375	\$ -	0%	\$ -	\$ -	\$ -	
142	Sewer Plan—First Review	Remove	-	\$ 375	\$ -	0%	\$ -	\$ -	\$ -	
143	Streetlight Plan—First Review	Remove	-	\$ 375	\$ -	0%	\$ -	\$ -	\$ -	
144	Striping & Signing Plan—First Review	Remove	-	\$ 375	\$ -	0%	\$ -	\$ -	\$ -	
145	Traffic Signal Plan—First Review	Remove	-	\$ 375	\$ -	0%	\$ -	\$ -	\$ -	
146	Water Plan—First Review	Remove	-	\$ 375	\$ -	0%	\$ -	\$ -	\$ -	
147	Engineering Plan Review—Landscape/Other—First Review	Remove	-	\$ 375	\$ -	0%	\$ -	\$ -	\$ -	
148	Second & Subsequent Review of All Plans	Remove	-	\$ 375	\$ -	0%	\$ -	\$ -	\$ -	
148	Tech Reports	New Fee - Per hour per su	159	\$ 225	\$ 225	100%	\$ 35,834	\$ 35,775	\$ 59	
149	Drainage Report	Remove	-	\$ 225	\$ -	0%	\$ -	\$ -	\$ -	
150	Geo-Tech Report (Soils, Paving, etc.)	Remove	-	\$ 225	\$ -	0%	\$ -	\$ -	\$ -	
151	Sewer Report	Remove	-	\$ 225	\$ -	0%	\$ -	\$ -	\$ -	
152	Storm Water Pollution Prevention Plan (SWPPP) Report	Remove	-	\$ 225	\$ -	0%	\$ -	\$ -	\$ -	
153	Traffic Impact Study	Remove	-	\$ 225	\$ -	0%	\$ -	\$ -	\$ -	
154	Water Report	Remove	-	\$ 225	\$ -	0%	\$ -	\$ -	\$ -	

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
155	Erosion Control Plan	Flat fee	82	\$ 375	\$ 362	104%	\$ 29,663	\$ 30,750	\$ (1,087)
156	GER Standards Deviation Application Review Fee	Per hour	1	\$ 225	\$ 234	96%	\$ 234	\$ 225	\$ 9
157	New/Replacement Poles Not Subject to Zoning Review	Application fee	1	\$ 750	\$ -	0%	\$ -	\$ 750	\$ (750)
158	New/Replacement Poles Not Subject to Zoning Review	Use of right-of-way	1	\$ 50	\$ -	0%	\$ -	\$ 50	\$ (50)
159	New/Replacement Poles Not Subject to Zoning Review	Use of city owned pole	1	\$ 50	\$ -	0%	\$ -	\$ 50	\$ (50)
160	New/Replacement Poles Subject to Zoning Review	Application fee	1	\$ 1,000	\$ -	0%	\$ -	\$ 1,000	\$ (1,000)
161	New/Replacement Poles Subject to Zoning Review	Use of right-of-way (if per	1	\$ 200	\$ -	0%	\$ -	\$ 200	\$ (200)
162	Minor Land Division	Each	5	\$ 460	\$ 2,687	17%	\$ 13,435	\$ 2,300	\$ 11,135
163	Map of Dedication	Each	6	\$ 360	\$ 2,664	14%	\$ 15,985	\$ 2,160	\$ 13,825
164	Pre-Application Meeting	Remove	34	\$ 500	\$ -	0%	\$ -	\$ 17,000	\$ (17,000)
165	Telecom-Plan Review (supplement with consultant)	First Review	558	\$ 375	\$ 324	116%	\$ 180,750	\$ 209,250	\$ (28,500)
166	Maintenance Improvement District (MID)	Per lot	815	\$ 15	\$ 659	2%	\$ 537,249	\$ 12,225	\$ 525,024
166	Engineering Consultation fee	New Fee - Hourly	-	\$ -	\$ 205	0%	\$ -	\$ -	\$ -
166	Engineering Pre-Application Meeting Fee	New Fee - Hourly	-	\$ -	\$ 168	0%	\$ -	\$ -	\$ -
167	Support to Building (building plan reviews)	X-Support	1	\$ -	\$ 64,686	0%	\$ 64,686	\$ -	\$ 64,686
168	Support to Planning	X-Support	1	\$ -	\$ 263,455	0%	\$ 263,455	\$ -	\$ 263,455
169	Dry Utility (srp, aps, swgas, kinder morgan, cox) no fees due to franchise agreements (No fees assessed)	No Charge	651	\$ -	\$ 235	0%	\$ 153,181	\$ -	\$ 153,181
170	Non User Fee Activities	Non-Fee	1	\$ -	\$ -	0%	\$ -	\$ -	\$ -
Total Cost of Unidentified Time							\$1,965,863	\$0	\$1,965,863
Total User Fees							\$4,430,790	\$2,757,630	\$1,673,160
% of Full Cost								62%	38%
Total Other Services							\$2,447,185	\$0	\$2,447,185
% of Full Cost								0%	100%
Department Totals							\$6,877,974	\$2,757,630	\$4,120,344
% of Full Cost								40%	60%

Fire

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
1	Fee to Conduct Inspection for Facilities Licensed by the State of Arizona	Per inspection	100	\$ 100	\$ 225	44%	\$ 22,503	\$ 10,000	\$ 12,503
2	Other Fire Code - Additional Inspections (Two Hour Minimum)	Per hour	-	\$ 50	\$ 129	39%	\$ -	\$ -	\$ -
3	Other Fire Code - After Hours Inspections (Four Hour Minimum)	Per hour	5	\$ 100	\$ 129	78%	\$ 643	\$ 500	\$ 143
4	Other Fire Code - Re-inspection fee	Per occurrence	-	\$ 100	\$ 96	104%	\$ -	\$ -	\$ -
5	Other Fire Code - Standby Personnel (Overtime)	Per overtime hour	-	\$ 75	\$ 193	39%	\$ -	\$ -	\$ -
6	Other Fire Code - Standby Personnel (Two Hour Minimum)	Per hour	-	\$ 50	\$ 129	39%	\$ -	\$ -	\$ -
7	Stop Work Order Inspection	Per occurrence	1	\$ 250	\$ 366	68%	\$ 366	\$ 250	\$ 116
8	Annual Fee to Store, Transport On-Site, Dispense, Use or Handle Hazardous Materials in T105.6.21	Per permit	-	\$ 300	\$ 300	100%	\$ -	\$ -	\$ -
9	Annual Operational Permit	Per permit	-	\$ 200	\$ 300	67%	\$ -	\$ -	\$ -
10	Battery System - Modification	Per permit	-	\$ 100	\$ 300	33%	\$ -	\$ -	\$ -
11	Battery System - New Installation	Per permit	2	\$ 200	\$ 504	40%	\$ 1,007	\$ 400	\$ 607
12	Capacitor Energy Storage Systems - Modification	Per permit	-	\$ 100	\$ 439	23%	\$ -	\$ -	\$ -
13	Capacitor Energy Storage Systems - New Installation	Per permit	-	\$ 200	\$ 573	35%	\$ -	\$ -	\$ -
14	Cryogenic Fluid - Alteration	Per permit	-	\$ 100	\$ 509	20%	\$ -	\$ -	\$ -
15	Cryogenic Fluid - New Installation	Per permit	-	\$ 200	\$ 573	35%	\$ -	\$ -	\$ -
16	Emergency Alarm System - Modification	Per permit	2	\$ 150	\$ 439	34%	\$ 879	\$ 300	\$ 579
17	Emergency Alarm System - New Installation	Per permit	2	\$ 300	\$ 504	60%	\$ 1,007	\$ 600	\$ 407
18	Expedited Operational Permit (Application submitted within 21 days of event)	Double permit fee	5	\$ 200	\$ 600	33%	\$ 3,000	\$ 1,000	\$ 2,000
19	Fire Department Access - New Installation - Interior/Private Fire Apparatus Access Road	Per permit	8	\$ 100	\$ 166	60%	\$ 1,329	\$ 800	\$ 529
20	Fire Hydrants	Each	10	\$ 50	\$ 230	22%	\$ 2,304	\$ 500	\$ 1,804
20.5	Flammable and Combustible Liquids Facilities	New Fee - per permit	-	\$ -	\$ 300	0%	\$ -	\$ -	\$ -
21	Flammable and Combustible Liquids Facilities—Modification	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -
22	Flammable and Combustible Liquids Facilities—New	Remove	-	\$ 200	\$ -	0%	\$ -	\$ -	\$ -
23	Fuel Cell Power Systems - Modification	Per permit	-	\$ 100	\$ 509	20%	\$ -	\$ -	\$ -
24	Fuel Cell Power Systems - New Installation	Per permit	-	\$ 200	\$ 573	35%	\$ -	\$ -	\$ -
24.5	Gas Detection System	New Fee - per permit	3	\$ -	\$ 295	0%	\$ 884	\$ -	\$ 884
25	Gas Detection System—Modification	Remove	-	\$ 150	\$ -	0%	\$ -	\$ -	\$ -
26	Gas Detection System—New Installation	Remove	3	\$ 300	\$ -	0%	\$ -	\$ 900	\$ (900)
26.5	Industrial Ovens	New Fee - per permit	-	\$ -	\$ 504	0%	\$ -	\$ -	\$ -
27	Industrial Ovens—Modification	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -
28	Industrial Ovens—New Installation	Remove	-	\$ 200	\$ -	0%	\$ -	\$ -	\$ -
29	L-P Gas - Modification - L-P Gas System	Per permit	1	\$ 150	\$ 439	34%	\$ 439	\$ 150	\$ 289
30	Mainline/Lateral Fire Hydrant Valve	Each	36	\$ 40	\$ 364	11%	\$ 13,115	\$ 1,440	\$ 11,675
30.5	Motor Vehicle Repair Rooms and Booths	New Fee - per permit	-	\$ -	\$ 364	0%	\$ -	\$ -	\$ -
31	Motor Vehicle Repair Rooms and Booths—Modification	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -
32	Motor Vehicle Repair Rooms and Booths—New Installation	Remove	-	\$ 200	\$ -	0%	\$ -	\$ -	\$ -
32.5	Other Power System	New Fee - per permit	-	\$ -	\$ 300	0%	\$ -	\$ -	\$ -

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
33	Other Power System—Modification	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -
34	Other Power System—New Installation	Remove	-	\$ 200	\$ -	0%	\$ -	\$ -	\$ -
34.5	Plan Extraction System	New Fee - per permit	-	\$ -	\$ 300	0%	\$ -	\$ -	\$ -
35	Plan Extraction System—Modification	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -
36	Plan Extraction System—New Installation	Remove	-	\$ 200	\$ -	0%	\$ -	\$ -	\$ -
37	Smoke Control/Exhaust System - Modification	Per permit	-	\$ 150	\$ 364	41%	\$ -	\$ -	\$ -
38	Smoke Control/Exhaust System - New Installation	Per permit	-	\$ 300	\$ 429	70%	\$ -	\$ -	\$ -
39	Solar Photovoltaic Power Systems - Modification	Per permit	8	\$ 100	\$ 364	27%	\$ 2,914	\$ 800	\$ 2,114
40	Solar Photovoltaic Power Systems - New Installation	Per permit	-	\$ 200	\$ 300	67%	\$ -	\$ -	\$ -
40.5	Sprinkler Monitoring System	New Fee - per permit	34	\$ -	\$ 300	0%	\$ 10,201	\$ -	\$ 10,201
41	Sprinkler Monitoring System—Modification	Remove	13	\$ 100	\$ -	0%	\$ -	\$ 1,300	\$ (1,300)
42	Sprinkler Monitoring System—New Installation	Remove	21	\$ 200	\$ -	0%	\$ -	\$ 4,200	\$ (4,200)
43	Tapping Sleeve	Each	3	\$ 150	\$ 236	64%	\$ 707	\$ 450	\$ 257
44	Utility Adjustments	Each	-	\$ 25	\$ 236	11%	\$ -	\$ -	\$ -
45	Fire Supply - Water Main Line (1-299 LF)	Linear foot	500	\$ 4.00	\$ 2.30	174%	\$ 1,152	\$ 2,000	\$ (848)
46	Fire Supply - Water Main Line (Greater than 300 LF to 1,000 LF)	Linear foot	4,800	\$ 2.00	\$ 0.95	210%	\$ 4,565	\$ 9,600	\$ (5,035)
47	Water Main (Greater than 1000 LF)	Remove	-	\$ 1	\$ -	0%	\$ -	\$ -	\$ -
48	Alternative Fire-Extinguishing System - New Installation Commercial Cooking - Single System	Per permit	7	\$ 150	\$ 364	41%	\$ 2,550	\$ 1,050	\$ 1,500
49	Alternative Fire-Extinguishing System - New Installation: Water, Foam, CO2, Clean Agent, Halon, Chemical, etc.	Per permit	4	\$ 200	\$ 364	55%	\$ 1,457	\$ 800	\$ 657
50	Alternative Fire-Extinguishing System - Each Additional System Installed at the Same Time	Per permit	-	\$ 100	\$ 364	27%	\$ -	\$ -	\$ -
51	Alternative Fire-Extinguishing System - Modification to any Alternative Fire System	Per permit	6	\$ 100	\$ 364	27%	\$ 2,186	\$ 600	\$ 1,586
52	Fire Alarm, Detection & Notification System - Modification (including TI), over 50 devices	Per permit	-	\$ 500	\$ 300	167%	\$ -	\$ -	\$ -
53	Fire Alarm, Detection & Notification System - Modification, Wireless Transmitter - New or Replacement or Radio Unit	Per permit	6	\$ 200	\$ 300	67%	\$ 1,800	\$ 1,200	\$ 600
54	Fire Alarm, Detection & Notification System - Modification, Connection to Access-Controlled Egress Doors or Delayed Egress	Per permit	2	\$ 200	\$ 236	85%	\$ 471	\$ 400	\$ 71
55	Automatic Fire Sprinkler System - 13 D Residential - New Installation or Modification	Per permit	130	\$ 100	\$ 434	23%	\$ 56,414	\$ 13,000	\$ 43,414
56	Automatic Fire Sprinkler System - New Installation under 10,000 sq. ft.	Per permit	50	\$ 300	\$ 300	100%	\$ 15,001	\$ 15,000	\$ 1
57	Automatic Fire Sprinkler System - New Installation 10,001 - 52,000 sq. ft.	Per permit	-	\$ 400	\$ 434	92%	\$ -	\$ -	\$ -
58	Automatic Fire Sprinkler System - New Installation 52,001 - 104,000 sq. ft.	Per permit	-	\$ 800	\$ 568	141%	\$ -	\$ -	\$ -
59	Automatic Fire Sprinkler System - New Installation 104,001 - 208,000 sq. ft.	Per permit	-	\$ 1,360	\$ 638	213%	\$ -	\$ -	\$ -
59.5	Automatic Fire Sprinkler System - New Installation over 208,000 sq. ft.	New Fee - per permit	22	\$ -	\$ 970	0%	\$ 21,333	\$ -	\$ 21,333
60	Automatic Fire Sprinkler System—New Installation 208,001—416,000 sq. ft.	Remove	-	\$ 2,240	\$ -	0%	\$ -	\$ -	\$ -
61	Automatic Fire Sprinkler System—New Installation 416,001—624,000 sq. ft.	Remove	-	\$ 2,640	\$ -	0%	\$ -	\$ -	\$ -
62	Automatic Fire Sprinkler System—New Installation over 624,000 sq. ft.	Remove	-	\$ 3,520	\$ -	0%	\$ -	\$ -	\$ -
63	Automatic Fire Sprinkler System—Modification (including TI), 1—20 Sprinklers	Remove	22	\$ 100	\$ -	0%	\$ -	\$ 2,200	\$ (2,200)
64	Automatic Fire Sprinkler System—Modification (including TI), 21—100 Sprinklers	Remove	-	\$ 200	\$ -	0%	\$ -	\$ -	\$ -
64.5	Automatic Fire Sprinkler System - Modification (including TI), 1 - 99 Sprinklers	New Fee - per permit	-	\$ -	\$ 300	0%	\$ -	\$ -	\$ -
65	Automatic Fire Sprinkler System—Modification (including TI), 101—500 Sprinklers	Remove	-	\$ 300	\$ -	0%	\$ -	\$ -	\$ -

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
66	Automatic Fire Sprinkler System—Modification (including TI), over 500 Sprinklers	Remove	-	\$ 400	\$ -	0%	\$ -	\$ -	\$ -
66.5	Automatic Fire Sprinkler System - Modification (including TI), over 100 Sprinklers	New Fee - per permit	-	\$ -	\$ 504	0%	\$ -	\$ -	\$ -
67	Carbon Dioxide Systems	Each	-	\$ 200	\$ 300	67%	\$ -	\$ -	\$ -
67.5	Compressed Gases	New Fee - per permit	-	\$ -	\$ 300	0%	\$ -	\$ -	\$ -
68	Compressed Gases—New Installation—Under 400 lbs.	Remove	-	\$ 150	\$ -	0%	\$ -	\$ -	\$ -
69	Compressed Gases—New Installation—Over 400 lbs.	Remove	-	\$ 300	\$ -	0%	\$ -	\$ -	\$ -
70	Compressed Gases—Modification	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -
71	Fire Alarm, Detection & Notification System - Modification, Fire Alarm Control Panel Replacement	Per system or panel	4	\$ 200	\$ 300	67%	\$ 1,200	\$ 800	\$ 400
72	Fire Alarm, Detection & Notification System - New Installation under 5,000 sq. ft.	Per permit	28	\$ 300	\$ 300	100%	\$ 8,401	\$ 8,400	\$ 1
73	Fire Alarm, Detection & Notification System—New Installation 5,001—10,000 sq. ft.	Remove	-	\$ 400	\$ -	0%	\$ -	\$ -	\$ -
74	Fire Alarm, Detection & Notification System—New Installation 10,001—50,000 sq. ft.	Remove	-	\$ 600	\$ -	0%	\$ -	\$ -	\$ -
74.1	Fire Alarm, Detection & Notification System - New Installation 5,001 - 50,000 sq. ft.	New Fee - per permit	-	\$ -	\$ 568	0%	\$ -	\$ -	\$ -
75	Fire Alarm, Detection & Notification System - New Installation 50,001 - 100,000 sq. ft.	Per permit	-	\$ 900	\$ 638	141%	\$ -	\$ -	\$ -
76	Fire Alarm, Detection & Notification System - New Installation 100,001 - 150,000 sq. ft.	Per permit	-	\$ 1,200	\$ 771	156%	\$ -	\$ -	\$ -
77	Fire Alarm, Detection & Notification System - New Installation over 150,000 sq. ft.	Per permit	-	\$ 1,500	\$ 836	179%	\$ -	\$ -	\$ -
78	Fire Alarm, Detection & Notification System—Modification (including TI), 1-5 devices	Remove	14	\$ 100	\$ -	0%	\$ -	\$ 1,400	\$ (1,400)
79	Fire Alarm, Detection & Notification System—Modification (including TI), 6-20 devices	Remove	-	\$ 200	\$ -	0%	\$ -	\$ -	\$ -
80	Fire Alarm, Detection & Notification System—Modification (including TI), 21-50 devices	Remove	-	\$ 400	\$ -	0%	\$ -	\$ -	\$ -
80.5	Fire Alarm, Detection & Notification System - Modification (including TI)	New Fee - per permit	14	\$ -	\$ 300	0%	\$ 4,200	\$ -	\$ 4,200
81	Fire Department Access - Modification - Interior/Private Fire Apparatus Access Road	Per permit	2	\$ 100	\$ 236	42%	\$ 471	\$ 200	\$ 271
82	Fire Department Access - Modification to Each Fire Department Access Items (Except Key Box, Key Switch, Padlock)	Per hour	3	\$ 100	\$ 236	42%	\$ 707	\$ 300	\$ 407
83	Fire Department Access - New Installation - Address Directory	Per permit	3	\$ 100	\$ 236	42%	\$ 707	\$ 300	\$ 407
83.5	Fire Department Access - New Installation - Fire Apparatus Automatic/Manual Access Gate (Each)	New Fee - per permit	12	\$ -	\$ 236	0%	\$ 2,829	\$ -	\$ 2,829
84	Fire Department Access—New Installation—Fire Apparatus Automatic Access Gate (Each)	Remove	12	\$ 100	\$ -	0%	\$ -	\$ 1,200	\$ (1,200)
85	Fire Department Access—New Installation—Fire Apparatus Manual Access Gate (Each)	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -
86	Fire Department Access - New Installation - Fire Lane Marking	Per permit	-	\$ 100	\$ 236	42%	\$ -	\$ -	\$ -
87	Fire Department Access - New Installation - Firefighter Access Walkway Gate (Each Gate)	Per permit	1	\$ 100	\$ 236	42%	\$ 236	\$ 100	\$ 136
87.5	Fire Pump	New Fee - per permit	8	\$ -	\$ 568	0%	\$ 4,543	\$ -	\$ 4,543
88	Fire Pump—Modification (Minimum One Hour)	Remove	2	\$ 100	\$ -	0%	\$ -	\$ 200	\$ (200)
89	Fire Pump—New Installation	Remove	6	\$ 500	\$ -	0%	\$ -	\$ 3,000	\$ (3,000)
90	Flammable and Combustible Liquid Tanks - New Installation Tank	Per permit	-	\$ 200	\$ 568	35%	\$ -	\$ -	\$ -
91	Flammable and Combustible Liquid Tanks - New Installation >120 gal. Part of Emergency/Standby Power	Per permit	-	\$ 100	\$ 300	33%	\$ -	\$ -	\$ -
92	Flammable and Combustible Liquid Tanks - Each Additional Tank Installed	Per permit	-	\$ 100	\$ 300	33%	\$ -	\$ -	\$ -
93	Flammable and Combustible Liquid Tanks - Modification	Per permit	-	\$ 100	\$ 300	33%	\$ -	\$ -	\$ -
94	Flammable and Combustible Liquid Tanks - Removal	Per permit	-	\$ 100	\$ 300	33%	\$ -	\$ -	\$ -
95	Flammable and Combustible Liquid Tanks - Each Additional Tank Removed at Same Time	Per permit	-	\$ 50	\$ 300	17%	\$ -	\$ -	\$ -
96	Hazardous Materials—HMIS Assessment (Minimum One Hour)	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -

Ord	Service Name	Fee Description	Annual Volume	Current					
				Per Unit			Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy
97	Hazardous Materials—HMMP Assessment (Minimum One Hour)	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -
98	Hazardous Materials - New Installation - HazMat Container, Tank or Process	Per review	-	\$ 200	\$ 568	35%	\$ -	\$ -	\$ -
99	Hazardous Materials - Each Additional Container, Tank, or Process Installed at the Same Time	Per review	-	\$ 100	\$ 300	33%	\$ -	\$ -	\$ -
100	Hazardous Materials - Modification (Minimum One Hour)	Per hour	-	\$ 100	\$ 133	75%	\$ -	\$ -	\$ -
101	L-P Gas - New Installation - L-P Gas System	Per permit	-	\$ 300	\$ 300	100%	\$ -	\$ -	\$ -
102	L-P Gas - New Installation - Prefilled Portable Cylinders for Consumer Exchange	Per permit	-	\$ 100	\$ 236	42%	\$ -	\$ -	\$ -
103	L-P Gas - New Installation - Storage Containers Awaiting Use or Resale	Per permit	-	\$ 200	\$ 236	85%	\$ -	\$ -	\$ -
104	Other Fire Code - Firefighter Air System (FAS)	Per permit	-	\$ 300	\$ 434	69%	\$ -	\$ -	\$ -
105	Other Fire Code - High-Piled Storage Plan	Per permit	4	\$ 100	\$ 573	17%	\$ 2,293	\$ 400	\$ 1,893
106	Other Fire Code - Public Safety Radio Amplification System	Per permit	2	\$ 300	\$ 300	100%	\$ 600	\$ 600	\$ 0
107	Other Fire Code - Work Commencing before Permit Issuance	Double permit fee	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -
108	Private Fire Protection Water Supply - Fire Flow Test (not Related to Sprinkler System Design)	Per permit	-	\$ 100	\$ 161	62%	\$ -	\$ -	\$ -
109	Spraying, Dipping or Powder - New Installation - Spray Room, Dip Tank, or Booth	Per permit	-	\$ 250	\$ 568	44%	\$ -	\$ -	\$ -
110	Spraying, Dipping or Powder- Modification	Per permit	-	\$ 100	\$ 300	33%	\$ -	\$ -	\$ -
111	Standpipe - New Installation	Per permit	4	\$ 200	\$ 300	67%	\$ 1,200	\$ 800	\$ 400
112	Standpipe - Modification	Per permit	-	\$ 100	\$ 236	42%	\$ -	\$ -	\$ -
113	Temporary Use - Amusement Building - 30 Days	Per permit	-	\$ 200	\$ 370	54%	\$ -	\$ -	\$ -
114	Temporary Use - Blasting Site Operations (Each 30 Day Period)	Per permit	-	\$ 250	\$ 563	44%	\$ -	\$ -	\$ -
115	Temporary Use - Carnival, Fair, Circus, Haunt or Other Public Special Event - 30 Days	Per permit	10	\$ 300	\$ 429	70%	\$ 4,286	\$ 3,000	\$ 1,286
115.5	Temporary Use - Consumer Fireworks Retail Sales/Wholesale Distribution/Storage - 30 Days	New Fee - per permit	11	\$ -	\$ 166	0%	\$ 1,827	\$ -	\$ 1,827
116	Temporary Use—Consumer Fireworks Retail Sales—30 Days	Remove	-	\$ 300	\$ -	0%	\$ -	\$ -	\$ -
117	Temporary Use—Consumer Fireworks Wholesale Distribution and/or Storage—30 Days	Remove	-	\$ 900	\$ -	0%	\$ -	\$ -	\$ -
118	Temporary Use - Exhibits and Trade Show	Per permit	1	\$ 100	\$ 300	33%	\$ 300	\$ 100	\$ 200
118.5	Temporary Use - Fireworks Display - Each Location	New Fee - each location	16	\$ -	\$ 686	0%	\$ 10,973	\$ -	\$ 10,973
119	Temporary Use—Fireworks Display—Repeat Location Previously Approved	Remove	-	\$ 200	\$ -	0%	\$ -	\$ -	\$ -
120	Temporary Use—Fireworks Display—Each New Location	Remove	-	\$ 300	\$ -	0%	\$ -	\$ -	\$ -
121	Temporary Use - Flame Effects	Per permit	4	\$ 250	\$ 300	83%	\$ 1,200	\$ 1,000	\$ 200
122	Temporary Use - Fuel Tank & Dispensing	Per permit	2	\$ 100	\$ 300	33%	\$ 600	\$ 200	\$ 400
123	Temporary Use - LP Gas - Construction Site Use of Containers Over 100 lbs.	Per permit	-	\$ 100	\$ 166	60%	\$ -	\$ -	\$ -
124	Temporary Use - LP Gas - Public Special Event Use of Containers Over 40 lbs.	Per permit	-	\$ 50	\$ 230	22%	\$ -	\$ -	\$ -
125	Temporary Use - Motor Vehicle Fueling from Tank Vehicles	Per permit	2	\$ 200	\$ 300	67%	\$ 600	\$ 400	\$ 200
126	Temporary Use - Open Burning or Bon Fires	Per permit	2	\$ 50	\$ 230	22%	\$ 461	\$ 100	\$ 361
127	Temporary Use - Pyrotechnics Display	Per permit	15	\$ 250	\$ 686	36%	\$ 10,287	\$ 3,750	\$ 6,537
128	Temporary Use - Single Tent, Canopy or Membrane Structure Installation	Per permit	25	\$ 200	\$ 300	67%	\$ 7,500	\$ 5,000	\$ 2,500
129	Temporary Use - Each Additional Tent, Canopy, or Membrane Structure	Per permit	10	\$ 100	\$ 236	42%	\$ 2,357	\$ 1,000	\$ 1,357
130	Temporary Use - Temporary Fire Apparatus Access Road (Maximum 120 Days)	Per permit	-	\$ 1,000	\$ 230	434%	\$ -	\$ -	\$ -
131	Temporary Use and Operational - Temporary Fire Protection Water Supply (Maximum 120 Days)	Per permit	1	\$ 200	\$ 300	67%	\$ 300	\$ 200	\$ 100

				Current						
				Per Unit			Annual			
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	
132	Plan Review Administrative Fee	Per occurrence	132	\$ 50	\$ 70	72%	\$ 9,193	\$ 6,600	\$ 2,593	
133	Fire Plan Review Fee	Per hour	226	\$ 100	\$ 139	72%	\$ 31,478	\$ 22,600	\$ 8,878	
134	Fire Plan Review Submittal Fee	Per permit	-	\$ 200	\$ 139	144%	\$ -	\$ -	\$ -	
135	Other Fire Code - Revision to Previously Reviewed Plan (One Hour Minimum)	Per hour	6	\$ 100	\$ 172	58%	\$ 1,033	\$ 600	\$ 433	
135.5	Other Fire Code - Fire Marshal Review of Alternative Materials & Methods Request, Technical Assistance Request, or Code	New Fee - per hour	50	\$ -	\$ 172	0%	\$ 8,612	\$ -	\$ 8,612	
136	Other Fire Code - Fire Marshal Review of Alternative Materials and Methods Request (One Hour Minimum)	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -	
137	Other Fire Code - Fire Marshal Review of Technical Assistance Request (One Hour Minimum)	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -	
138	Other Fire Code - Fire Marshal Review of Code Modification Request	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -	
95.5	Hazardous Materials - HMIS or HMMP Assessment (Minimum One Hour)	New Fee - per hour	-	\$ -	\$ 172	0%	\$ -	\$ -	\$ -	
139	Annual Inspections (no charge) City Charter mandates all existing occupancies be inspected annually	No Fee	2,500	\$ -	\$ 129	0%	\$ 321,469	\$ -	\$ 321,469	
140	Fire investigations	No Fee	14	\$ -	\$ 1,639	0%	\$ 22,951	\$ -	\$ 22,951	
150	Support to Building	No Fee	1	\$ -	\$ 97,290	0%	\$ 97,290	\$ -	\$ 97,290	
	Total Cost of Unidentified Time						\$234,150	\$0	\$234,150	
	Total User Fees						\$286,622	\$131,690	\$154,932	
	% of Full Cost							46%	54%	
	Total Other Services						\$675,860	\$0	\$675,860	
	% of Full Cost							0%	100%	
	Department Totals						\$962,482	\$131,690	\$830,792	
	% of Full Cost							14%	86%	

Appendix B – Comparison Survey

An “X” denotes the agency does not have or charges the fee.

Development Services

Activity	Current Fee	City of Buckeye	City of Glendale	City of Goodyear	City of Peoria	City of Phoenix	City of Surprise
DEVELOPMENT SERVICES							
General Mechanical Permit	\$75	\$75	\$29.79	\$55	\$75	The minimum permit fee shall be \$150 for residential single lot construction and \$300 for all other construction	General Services Civil Permit and Design Review Administrative Processing: \$140
General Electrical Permit	\$75	\$75	\$29.79	\$55	\$75		
General Plumbing Permit	\$75	\$75	\$29.79	\$55	\$75		
Site Plan Review Design App	\$5,600	x	\$875.93 plus \$112.14 per acre	Field Change Design Review - 1 hour minimum Change Per Sheet -> Per Hour \$256	Design Review Only – No Site Plan \$750	\$150 per hour, minimum \$75 (1/2-hour)	\$3,000 + \$30/Acre
Preliminary Plat - base fee	\$1,785	\$5,000	\$1,709.40 plus \$29.51 per lot	Preliminary Subdivision Plat Application 10 or fewer lots Flat Fee: \$1,200	\$5,000	\$2,500 base plus \$40 per lot plus Review Complexity Surcharge	\$2,500
- per acre	\$30	\$25		Preliminary Subdivision Plat Application 11 -200 lots Flat Fee: \$4,662	\$10		\$30
Zoning Verification Letter	\$150	\$350	\$144	\$236	\$200	\$150 per hour for staff research and separation, minimum \$300 (2-hours)	\$100
Rezoning - Multi Family, base fee	\$1,425	Rezone with overlay base fee (up to 160 acres): \$6,560	\$3,409.36 plus \$112.14 per acre	Rezoning Request - Standard District Change base -> flat fee plus noticing costs: \$7,471	\$3,000	x	\$3,000
per acre	\$70	Rezone with overlay: base fee plus per acre fee (for 161 + acres): \$3			\$40	x	\$20

Engineering

Activity	Current Fee	City of Buckeye	City of Glendale	City of Goodyear	City of Peoria	City of Phoenix	City of Surprise
ENGINEERING							
Final Plat (Base Fee)	\$995	\$3,990	\$2,871.03 plus \$29.51 per lot	\$1,115	\$2,000	\$1,250	\$1,200
Drainage - Storm Sewer Pipe	\$1.30	\$1.10/LF	Plumbing permit - Drainage piping: \$6.00 100 LF (100 FT min.)	Private Sewer Line Inspections (i.e. Liberty) Per LF \$ 0.54	x	Water & Sewer Combination Plan Review: \$540 per sheet	Stormwater Utility Services - Monthly Rate: \$2.75/EDU
Mass Grading - 5 - 20 Acres	\$0.06	Fee for the first 5 acres EA: \$1,000 Fee for each additional acre over 5 acres: \$245	Paving (On-site): \$0.51 SY	50% of G&D Permit cost	Permit Fee + 50% of inspection fee	x	x
Paving - Asphalt Pavement Replacement: (Incl Utility Cuts) Area < 100 SY	\$22	Base Permit Fee, Plus 50 : A/C Paving (Per Lift - Includes Striping) SY 0.45 : Concrete Paving SY 0.50	\$31.67 each (E.G., sidewalk ramps, residential driveways)	Pavement Replacement Per Sq. Yd. \$ 0.94	\$31.40	\$48 per 100 Square Yard or fraction thereof plus \$240 for City lab tests on all paving permits greater than \$500	x
Paving - Utility Adjustments (New & Existing in Street ROW)	\$30	\$60/each	Manholes/Water Valve Adjustment: \$57 each	\$29	Small Wireless Facility Base Use Fee - ROW Access \$50/year/pole		x
Sanitary Sewer - Main Line Pipe	\$1.50	\$1.10	\$1.25	\$1.66	\$150	Sewer Line Plan Review \$405 per sheet	x
Sanitary Sewer - Manhole	\$135	\$185	\$57.00 EA	Sewer Taps - cored Into Manhole Each \$ 176.00	\$150	Right-of-Way Construction - Small Plan Review: \$180/sheet	x
Sanitary Sewer - Sewer Tap	\$85	\$80	Wet Taps: \$443.60 EA	Sewer Taps - Into Mainline Pipe Each \$ 41.00	\$150		x
Streetlights - Streetlight	\$60	\$50 base + \$50/street light	\$47.21	\$44	First and Second Review \$360/plan sheet	x	x
Traffic Control Plan (TCP) Review/Inspection Fee	\$175	\$50 base + \$25/SY to be hauled	\$47.21	\$50	\$150	x	Civil Engineering Permit and Inspections - Annual Traffic Control Permit: \$750/Permit
Water - Water Main Line (300 LF to 1,000 LF)	\$2	Base Permit Fee, Plus 50 : Waterline LF 1.10	\$1.25	\$1.66	x	\$220 per 100 Linear Feet or fraction thereof	x

Activity	Current Fee	City of Buckeye	City of Glendale	City of Goodyear	City of Peoria	City of Phoenix	City of Surprise
ENGINEERING							
Telecom- Boring Install Only (NEW)	\$0.75	City does not charge this specific fee	x	Dry Utility Boring (base fee) Dry Utility Boring (base fee) \$1.47 Per LF up to 5,280LF (1 mile) \$ 1.47	x	x	Right-Of-Way Facilities Fees Annual Use Fees Right-Of-Way Use Fee \$50.00 Per year x number of Small Wireless Facilities Right-Of-Way Use Fee for Monopoles and Associated Wireless Facilities \$100.00
Telecom-Handhole/Vault (NEW)	\$50	x	x	Meter vault: \$25 each	Manhole/Vault/Pedestals/ Cabinets/Access Points \$150/ea	x	
Traffic Control Plan High Volume Arterial Road Closure (NEW)	\$140	\$50 base + \$25/SY to be hauled	\$147	\$2,500/day	\$150	x	Civil Engineering Permit and Inspections - Annual Traffic Control Permit: \$750/Permit
Traffic Control Plan Nighttime High Volume Arterial And Collector Closure (7P-6A) (NEW)	\$75	\$50 base + \$25/SY to be hauled	\$88.53	\$500/day	x	x	
All Plan Reviews	\$375	Major Infrastructure Plan Review: 160/hr	\$358.88	\$338/sheet	First and Second Review \$360/plan sheet	\$405	\$380
Map of Dedication	\$360	\$2,000	City does not charge this specific fee	Map of dedication / Minor Land Division base fee Base Fee Plus Per Sheet \$ 732.00	\$1,200	\$1,350	\$750
Telecom-Plan Review (supplement with consultant)	\$375	Major Infrastructure Plan Review: 160/hr	\$358.88	\$338/sheet	First and Second Review \$360/plan sheet	\$405	\$380

Fire

Activity	Current Fee	City of Buckeye	City of Glendale	City of Goodyear	City of Peoria	City of Phoenix	City of Surprise
FIRE							
Fee to Conduct Inspection for Facilities Licensed by the State of Arizona	\$100	License Inspections : Educational Facilities 340 : Daycare - Residential 270 : Daycare - Commercial 340 : Licensed Adult Care Facilities - Commercial 340 : Licensed Adult Care Facilities - Residential 270 : Outpatient Services 305	\$114.34	Initial and recheck business occupancy inspection - Suppression No charge	\$100	\$190 per hour, minimum \$190 (1-hour)	\$150
Fire Hydrants	\$50	\$60	\$94.42	\$157	Fire Hydrant Plan Review: \$360/plan sheet	Right-of-Way Construction - Small Plan Review: \$180/sheet	x
Mainline/Lateral Fire Hydrant Valve	\$40	\$30	\$57	Tap Sleeve & Valve Each \$ 153.00	Plan Review for Tenant Improvement Plans for Fire Protection \$50	x	x
Sprinkler Monitoring System	\$200	\$330	\$317.32	\$375	\$150	x	x
Fire Alarm, Detection & Notification System - Modification, Wireless Transmitter - New or Replacement or Radio Unit	\$200	\$305	\$317.32	Fire Alarm System -- Modifications/Replacements to Existing System: 1-5 devices Each \$ 100.00 Fire Alarm System -- Modifications/Replacements to Existing System: more than 5 devices Each \$ 150.00	\$75 for 1st \$500 + \$3.05/each additional \$100 or fraction thereof up to and including \$2,000	x	Remote Alarm Installation Fee 1 Of 2 \$100.00 Per Installation Fee 2 Of 2 \$150.00 Per Day
Automatic Fire Sprinkler System - 13 D Residential - New Installation or Modification	\$100	\$315	\$237.99	Automatic sprinkler systems -- Modifications/Replacements to Existing System: Each additional 100 heads or fraction thereof Each \$ 100.00		x	

Activity	Current Fee	City of Buckeye	City of Glendale	City of Goodyear	City of Peoria	City of Phoenix	City of Surprise
FIRE							
Fire Alarm, Detection & Notification System - New Installation under 5,000 sq.ft.	\$300	\$590	\$515.63 (Up to 10,000 SF)	Fire Alarm System -- New Installations: 1 - 1,000 square feet Each \$ 225.00 Fire Alarm System -- New Installations: 1,001 - 2,000 square feet Each \$ 300.00 Fire Alarm System -- New Installations: 2,001 - 10,000 square feet Each \$ 450.00	\$75 for 1st \$500 + \$3.05/each additional \$100 or fraction thereof up to and including \$2,000	x	Remote Alarm Installation Fee 1 Of 2 \$100.00 Per Installation Fee 2 Of 2 \$150.00 Per Day
Temporary Use - Consumer Fireworks Retail Sales - 30 Days	\$300	\$410	\$94.92	\$125	Temporary Use Permit \$500	x	90 day Firework Vendor-Store \$150.00 Per Inspection 90 day Firework Vendor- Tent \$350.00 Per Inspection
Temporary Use - Fireworks Display - Each Location	New Fee	Fireworks (0 to 30 Shells, per show - shell diameter less than 3 inches) 100 : Fireworks (31 Shells and up, per show) 250	\$158.63 per hr. standby fee (2 hr. min.)	\$300		x	x
Temporary Use - Pyrotechnics Display	\$250		\$952			x	\$300

Activity	Current Fee	City of Buckeye	City of Glendale	City of Goodyear	City of Peoria	City of Phoenix	City of Surprise
FIRE							
Plan Review Administrative Fee	\$50	Sprinkler Standard Plan Review 160	Initial review/structural: \$122.88 per hr. (2 hr. min.)	City does not charge this specific fee	x	\$225 – Administrative Fee and 1- inspection	65% of the Permit Fee
Fire Plan Review Fee	\$100		Standard plans: 75% of the permit fee (min. \$122.88)	35% of the fire permit fee. \$97 minimum Plan review fee	\$100	\$150 per hour, minimum \$900 (6- hours)	
Fire Plan Review Submittal Fee	\$200		Plan review application fee: \$47.23	\$145	x	160% of the permit fee based on the valuation of the work included in the submittal	
Annual Inspections (no charge) City Charter mandates all existing occupancies be inspected annually	x	License Inspections : Educational Facilities 340 : Daycare - Residential 270 : Daycare - Commercial 340 : Licensed Adult Care Facilities - Commercial 340 : Licensed Adult Care Facilities - Residential 270 : Outpatient Services 305	annual inspections: \$330.84	Commercial: \$100-125	\$100	x	\$150



Avondale Citywide User Fee Cost Recovery Policy

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Appendix C – Draft Cost Recovery Policy

Purpose

The City of Avondale provides a broad portfolio of services to its residents and customers with a defined core purpose of making lives better. This policy will further the City of Avondale's Strategic Outcome Area of Innovative Program and Service Delivery, specifically an efficient and responsive government.

Many of the services the city provides are to the community as a whole and are funded by taxes. Others are charged a fee to the individual or group directly benefiting from the service. The Government Finance Officers Association provides guidance regarding user fees, specifically:

"When certain services provided especially benefit a particular group, then governments should consider charges and fees on the direct recipients of those that receive benefits from such services. However, many governments provide subsidies to various users for policy reasons, including the ability of residents or businesses to pay. Well-designed charges and fees not only reduce the need for additional revenue sources, but promote service efficiency."

This policy lays out the considerations for fee setting and determining the level of cost recovery and tax support for a particular service for which there is a direct benefit to an individual or group.

Definitions

User Fee - a fee which is charged to an individual or group who will receive a particular benefit from the service, such as a development plan review. The purpose of the user fee is to recover some or all of the cost of providing the service. To set user fees the city must be able to identify the distinct customers benefiting from the service, the request for the service, and the cost (typically average cost) of providing the service. For example, the city charges a user fee for building plan review services. For this service, a customer requests a review, the customer will directly benefit from the review and a fee for the time spent performing the plan check can be calculated and charged .

Tax - taxes support services that benefit the community as a whole (i.e. public safety services, park maintenance, or emergency management services) and for which individual beneficiaries cannot be separated. Taxes support general government functions and services where the cost incurred is not directly associated with the amount of service received.



Avondale Citywide User Fee Cost Recovery Policy

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Mechanism for Recovery

Once a service is identified to be funded through user fees, a mechanism for cost identification and recovery should be determined. Fee structures can vary from department to department and even within individual departments. Traditionally, fees are collected as a fixed or flat amount, an hourly rate (potentially charged against a deposit), a percentage of improvement costs or an overall percentage of a program's cost. Each method of recovery has pros and cons and every city service should be independently analyzed to determine which method is best. Factors such as variance in service size and complexity (i.e. small and large plan reviews), desired level of recovery, market competitors, and ease of administration should be considered. The administration of a fee structure should not generate disproportionate costs compared to the revenue generated.

General User Fee Concepts

- Arizona Revised Statutes 9-499.15 governs fees generally and as best practice, revenues from fees should not exceed the reasonable cost of providing the service. This does not include licenses, penalties or fines which can be set at the city's discretion or are established by city code or state statute.
- Cost recovery goals should be based on the consideration of the total cost of delivering the service, including direct costs, department administration costs, and citywide support cost such as city administration, finance and budget, , information technology, human resources, legal services and building maintenance, among others. These citywide support costs are calculated and allocated in the *Citywide Central Services Cost Allocation Plan*. Including these costs in fee calculations is a crucial factor in full recovery. If these costs are not included, they are being subsidized by the city's General Fund.
- Fee structures should be sensitive to the city's current economic environment, competitive pricing for similar services (if applicable), as well as to smaller, infrequent users of the service.
- A comprehensive review of user fee services and the costs associated with these services should be undertaken on a regular schedule, generally every three to five years, with interim adjustments for changes using a simplified methodology to account for inflation, planned investment, or requirements for reserves. A consistent comprehensive review accounts for changes in service levels, emerging issues or changes regarding the provision of service, changes in a city or department's organizational structure, and changes in demand for services.

User Fees Cost Recovery



Avondale Citywide User Fee Cost Recovery Policy

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User Fee cost recovery is based upon the principle of considering who primarily benefits from the service and should influence who should pay for the service. Services that enhance the health, safety and livability of the community and are generally considered public goods should be supported by tax dollars. Programs and services that target specific individuals or user groups with limited to no community benefit should recover costs from user fees. User fees are an efficient and equitable way to recover costs associated with programs and services from those that directly benefit. In practice there are many services and programs that are a mix of community benefit and individual benefit that should recover some costs from the user and receive some taxpayer support. Cost recovery targets for programs/services are established using a five-tier methodology. Cost recovery is measured based on the total fully loaded cost of each service.

Total costs are identified through a comprehensive user fee study that identifies direct and indirect costs of providing the service. Through this comprehensive user fees study departments will identify the target cost recovery level according to the criteria and considerations detailed below.

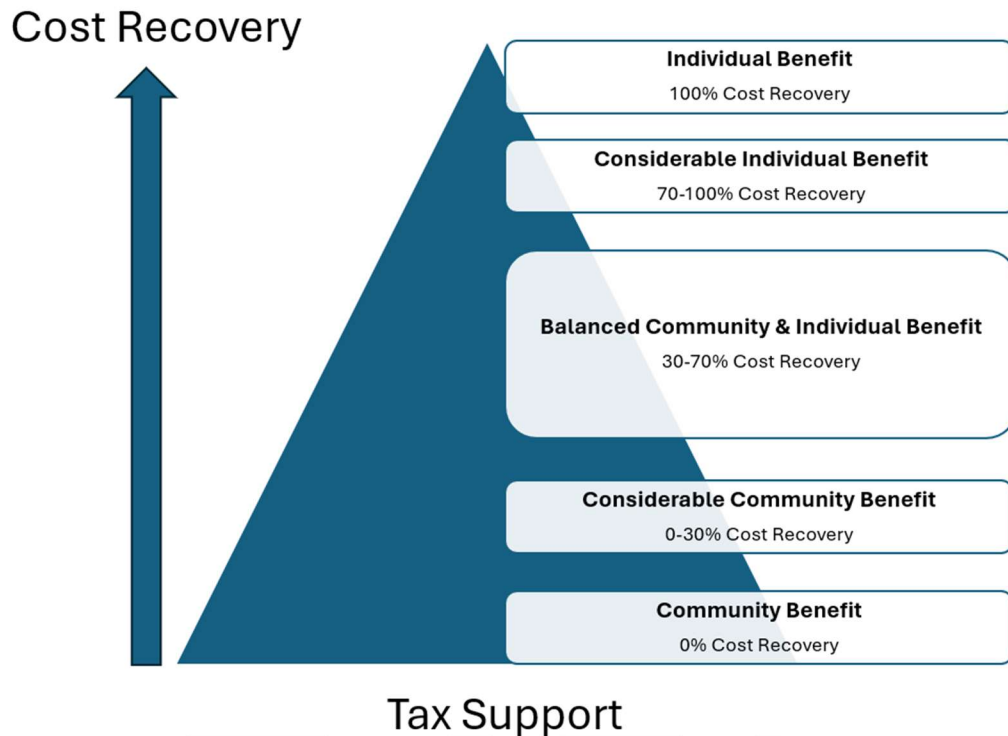
The cost recovery policy is based upon a concept of tiers that represent the spectrum from a service that fully provides community benefit or a public good to a service that has little to no community benefit and for which an individual or individual group benefits.



Avondale Citywide User Fee Cost Recovery Policy

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Figure 1: User Fee Cost Recovery Tiers



Other considerations of how to set the fee within a tier and the exact percentage of cost recovery per fee are the following:

1. Desire to avoid large price shocks, but rather to smooth increases over time.
2. Desire to be competitively priced if there are private sector alternatives or competitors.
3. Desire to be competitively priced when compared to neighboring communities for government services that support activities that are community priorities, for example, residential or commercial growth, and attracting primary employers.
4. Desire to limit the activity for other community benefit goals or objectives.
5. Impact to lower income and fixed income residents' ability to participate or consume the service.

The five tiers are comprised of the following:

Tier 1: Community Benefit

This category represents basic community needs and is what makes the city of Avondale a desirable and livable community and is focused on services that protect the health, safety and



Avondale Citywide User Fee Cost Recovery Policy

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welfare of residents, workers and visitors. This tier is typically fully taxpayer funded or supported.

Community benefit programs and services include Police and Fire emergency response, transit services street maintenance and traffic operations, and neighborhood parks.

Tier 2: Considerable Community Benefit

This tier begins to capture services for which there is a mix of community benefit and individual benefit but those for which the values of the organization and community determine the community benefit is more significant in the assessment than the individual benefit. This tier therefore is largely taxpayer supported. The target cost recovery for this category is 0 to 30 percent.

Considerable community benefit areas represent an enhancement of basic services, emphasizing culture and community cohesion.

The following program and service areas are included in this tier: youth swimming lessons and city sponsored cultural events.

Tier 3: Balanced Community and Individual Benefit

This is the middle tier and has relatively equal amount of taxpayer support and user fee support. The target cost recovery for this category is 30 to 70 percent.

This tier is a balance between programs/services that are offered by the private sector and programs/services that are viewed as public amenities or conveniences. Balanced community and individual benefit areas include Historic Avondale redevelopment programs, senior and youth recreation programs.

The following programs and services are included in this tier: senior programming, aquatics center, youth sports.

Tier 4: Considerable Individual Benefit

This tier has a significant amount of user fee support. The target cost recovery for this category is 70 to 100 percent.

Programs/services in this category are also available in the private sector, therefore less taxpayer support is required. The level of cost recovery in this tier is influenced by the three additional criteria above, private and public sector competition, and desire to have smooth price increases over time and to avoid large price shocks.



Avondale Citywide User Fee Cost Recovery Policy

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The following programs and services are included in this tier: specialized fitness programs.

Tier 5: Individual Benefit-

This tier of services is fully supported by user fees. The target cost recovery for this category is 100 percent (or greater if identified as a policy directive). Individual benefit areas include construction and development review permits, specific use permits, private rentals, private lessons, exclusive use services, products or merchandise. This tier also includes the services provided by the city's enterprise funds that operate like a business and are self-supporting.

The following programs and services are included in this tier: development review services, temporary use permits, water, sewer, solid waste, room rentals, and passport services..

Fee Listing

Category	Fee Name/ Description	Fee \$ Amount - Range	Tier/ % Goal	Authority	Date

RESOLUTION NO. 1045-0725

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, AMENDING THE CITY OF AVONDALE SCHEDULE OF FEES
AND CHARGES FOR VARIOUS CITY SERVICES.

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

SECTION 1. The Amendments to the City of Avondale schedules and charges for services, true and correct copies of which are attached hereto as Exhibit A and incorporated herein by reference (the “Amendments to Schedule of Fees”), are approved hereby and adopted to be effective September 1, 2025. Deletions are shown as strikeouts: ~~Abe~~. Additions to the text are shown in bold: **Abc**.

SECTION 2. All fees and charges for services provided by the City previously approved and adopted are not amended or increased by this Resolution and remain in effect.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 7, 2025.

Mike Pineda, Mayor

ATTEST

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1045-0725

[FY2026 Recommended Fee Changes – Revised 05/29/25]

See following pages.

Fire Department - Prevention

Service Name	Unit of Measure	Current Fee	100% Full Cost	Proposed Fee	Recommendation
Fee to Conduct Inspection for Facilities Licensed by the State of Arizona	Per Inspection	\$ 100.00	\$ 225.00	\$ 160.00	Increase but stay competitive
Other Fire Code - Additional Inspections (Two Hour Minimum)	Per Hour	\$ 50.00	\$ 125.00	\$ 100.00	Increase but stay competitive
Other Fire Code - Re-inspection fee	Per Occurrence	\$ 100.00	\$ 95.00	\$ 95.00	Decrease to equal 100% cost recovery
Other Fire Code - Standby Personnel (Overtime)	Per Overtime Hour	\$ 75.00	\$ 190.00	\$ 100.00	Increase but stay competitive
Other Fire Code - Standby Personnel (Two Hour Minimum)	Per Hour	\$ 50.00	\$ 125.00	\$ 100.00	Increase but stay competitive
Stop Work Order Inspection	Per Occurrence	\$ 250.00	\$ 365.00	\$ 300.00	Increase but stay competitive
Annual Operational Permit	Per Permit	\$ 200.00	\$ 300.00	\$ 250.00	Increase but stay competitive
Battery System - Modification	Per Permit	\$ 100.00	\$ 300.00	\$ 250.00	Increase but stay competitive
Battery System - New Installation	Per Permit	\$ 200.00	\$ 500.00	\$ 250.00	Increase but stay competitive
Capacitor Energy Storage Systems - Modification	Per Permit	\$ 100.00	\$ 435.00	\$ 300.00	Increase but stay competitive
Capacitor Energy Storage Systems - New Installation	Per Permit	\$ 200.00	\$ 570.00	\$ 300.00	Increase but stay competitive
Cryogenic Fluid - Alteration	Per Permit	\$ 100.00	\$ 505.00	\$ 300.00	Increase but stay competitive
Cryogenic Fluid - New Installation	Per Permit	\$ 200.00	\$ 570.00	\$ 300.00	Increase but stay competitive
Emergency Alarm System - Modification	Per Permit	\$ 150.00	\$ 435.00	\$ 200.00	Increase but stay competitive
Expedited Operational Permit (Application submitted within 21 days of event)	Double Permit Fee	\$ 200.00	\$ 600.00	\$ 300.00	Increase but stay competitive
Flammable and Combustible Liquids Facilities	Per Permit	N/A	\$ 300.00	\$ 200.00	New Combined Fee
Flammable and Combustible Liquids Facilities - Modification	Per Permit	\$ 100.00	\$ -	\$ -	Remove Fee & Combine
Flammable and Combustible Liquids Facilities - New	Per Permit	\$ 200.00	\$ -	\$ -	Remove Fee & Combine
Fuel Cell Power Systems - Modification	Per Permit	\$ 100.00	\$ 505.00	\$ 300.00	Increase but stay competitive
Fuel Cell Power Systems - New Installation	Per Permit	\$ 200.00	\$ 570.00	\$ 300.00	Increase but stay competitive
Gas Detection System	Per Permit	N/A	\$ 290.00	\$ 200.00	New Combined Fee
Gas Detection System - Modification	Per Permit	\$ 150.00	\$ -	\$ -	Remove Fee & Combine
Gas Detection System - New Installation	Per Permit	\$ 300.00	\$ -	\$ -	Remove Fee & Combine
Industrial Ovens	Per Permit	N/A	\$ 500.00	\$ 300.00	New Combined Fee
Industrial Ovens - Modification	Per Permit	\$ 100.00	\$ -	\$ -	Remove Fee & Combine
Industrial Ovens - New Installation	Per Permit	\$ 200.00	\$ -	\$ -	Remove Fee & Combine
L-P Gas - Modification - L-P Gas System	Per Permit	\$ 150.00	\$ 435.00	\$ 300.00	Increase but stay competitive
Mainline/Lateral Fire Hydrant Valve	Each	\$ 40.00	\$ 360.00	\$ 50.00	Increase but stay competitive
Motor Vehicle Repair Rooms and Booths	Per Permit	N/A	\$ 360.00	\$ 200.00	New Combined Fee
Motor Vehicle Repair Rooms and Booths - Modification	Each	\$ 100.00	\$ -	\$ -	Remove Fee & Combine
Motor Vehicle Repair Rooms and Booths - New Installation	Each	\$ 200.00	\$ -	\$ -	Remove Fee & Combine
Other Power System	Per Permit	N/A	\$ 300.00	\$ 200.00	New Combined Fee
Other Power System - Modification	Per Permit	\$ 100.00	\$ -	\$ -	Remove Fee & Combine
Other Power System - New Installation	Per Permit	\$ 200.00	\$ -	\$ -	Remove Fee & Combine
Plan Extraction System	Per Permit	N/A	\$ 300.00	\$ 200.00	New Combined Fee
Plan Extraction System - Modification	Per Permit	\$ 100.00	\$ -	\$ -	Remove Fee & Combine
Plan Extraction System - New Installation	Per Permit	\$ 200.00	\$ -	\$ -	Remove Fee & Combine
Smoke Control/Exhaust System - Modification	Per Permit	\$ 150.00	\$ 360.00	\$ 200.00	Increase but stay competitive
Smoke Control/Exhaust System - New Installation	Per Permit	\$ 300.00	\$ 425.00	\$ 200.00	Decrease but stay competitive
Sprinkler Monitoring System	Per Permit	N/A	\$ 300.00	\$ 200.00	New Combined Fee
Sprinkler Monitoring System - Modification	Per Permit	\$ 100.00	\$ -	\$ -	Remove Fee & Combine
Sprinkler Monitoring System - New Installation	Per Permit	\$ 200.00	\$ -	\$ -	Remove Fee & Combine
Water Main (1-299 LF)	Linear Foot	\$ 4.00	\$ 2.81	\$ 2.81	Decrease to equal 100% cost recovery
Water - Water Main Line (Greater than 300 LF to 1,000 LF)	Linear Foot	\$ 2.00	\$ 2.50	\$ 2.00	Modify Fee Title
Water Main (Greater than 1000 LF) combined with Engineering fee	Linear Foot	\$ 1.45	\$ -	\$ 1.45	Remove Fee
Alternative Fire-Extinguishing System - New Installation Commercial Cooking - Single System	Per Permit	\$ 150.00	\$ 360.00	\$ 200.00	Increase but stay competitive
Fire Alarm, Detection & Notification System - Modification (including TI), over 50 devices	Per Permit	\$ 500.00	\$ 300.00	\$ 300.00	Decrease to equal 100% cost recovery
Automatic Fire Sprinkler System - 13 D Residential - New Installation or Modification	Per Permit	\$ 100.00	\$ 430.00	\$ 200.00	Increase but stay competitive
Automatic Fire Sprinkler System - New Installation 52,001 - 104,000 sq. ft.	Per Permit	\$ 800.00	\$ 565.00	\$ 500.00	Decrease but stay competitive
Automatic Fire Sprinkler System - New Installation 104,001 - 208,000 sq. ft.	Per Permit	\$ 1,360.00	\$ 635.00	\$ 600.00	Decrease but stay competitive
Automatic Fire Sprinkler System - New Installation over 208,000 sq. ft.	Per Permit	N/A	\$ 965.00	\$ 800.00	New Combined Fee
Automatic Fire Sprinkler System - New Installation 208,001 - 416,000 sq. ft.	Per Permit	\$ 2,240.00	\$ -	\$ -	Remove Fee & Combine
Automatic Fire Sprinkler System - New Installation 416,001 - 624,000 sq. ft.	Per Permit	\$ 2,640.00	\$ -	\$ -	Remove Fee & Combine
Automatic Fire Sprinkler System - New Installation over 624,000 sq. ft.	Per Permit	\$ 3,520.00	\$ -	\$ -	Remove Fee & Combine
Automatic Fire Sprinkler System - Modification (including TI), 101 - 500 Sprinklers	Per Permit	\$ 300.00	\$ -	\$ -	Remove Fee & Combine
Automatic Fire Sprinkler System - Modification (including TI), over 500 Sprinklers	Per Permit	\$ 400.00	\$ -	\$ -	Remove Fee & Combine

City of Avondale, AZ
FY26 Recommended Fee Changes - Revised 07.03.25

Service Name	Unit of Measure	Current Fee	100% Full Cost	Proposed Fee	Recommendation
Automatic Fire Sprinkler System - Modification (including TI), over 100 Sprinklers	Per Permit	N/A	\$ 500.00	\$ 300.00	New Combined Fee
Compressed Gases	Per Permit	N/A	\$ 300.00	\$ 200.00	New Combined Fee
Compressed Gases - New Installation - Under 400 lbs:	Per Permit	\$ 150.00	\$	\$	Remove Fee & Combine
Compressed Gases - New Installation - Over 400 lbs:	Per Permit	\$ 300.00	\$	\$	Remove Fee & Combine
Compressed Gases - Modification	Per Permit	\$ 100.00	\$	\$	Remove Fee & Combine
Fire Alarm, Detection & Notification System - New Installation 5,001 - 10,000 sq. ft.	Per Permit	\$ 400.00	\$	\$	Remove Fee & Combine
Fire Alarm, Detection & Notification System - New Installation 10,001 - 50,000 sq. ft.	Per Permit	\$ 600.00	\$	\$	Remove Fee & Combine
Fire Alarm, Detection & Notification System - New Installation 5,001 - 50,000 sq. ft.	Per Permit	N/A	\$ 565.00	\$ 500.00	New Combined Fee
Fire Alarm, Detection & Notification System - New Installation 50,001 - 100,000 sq. ft.	Per Permit	\$ 900.00	\$ 635.00	\$ 600.00	Decrease but stay competitive
Fire Alarm, Detection & Notification System - New Installation 100,001 - 150,000 sq. ft.	Per Permit	\$ 1,200.00	\$ 770.00	\$ 600.00	Decrease but stay competitive
Fire Alarm, Detection & Notification System - New Installation over 150,000 sq. ft.	Per Permit	\$ 1,500.00	\$ 835.00	\$ 600.00	Decrease but stay competitive
Fire Alarm, Detection & Notification System - Modification (including TI), 1-5 devices	Per Permit	\$ 100.00	\$	\$	Remove Fee & Combine
Fire Alarm, Detection & Notification System - Modification (including TI), 6-20 devices	Per Permit	\$ 200.00	\$	\$	Remove Fee & Combine
Fire Alarm, Detection & Notification System - Modification (including TI), 21-50 devices	Per Permit	\$ 400.00	\$	\$	Remove Fee & Combine
Fire Alarm, Detection & Notification System - Modification (including TI)	Per Permit	N/A	\$ 300.00	\$ 200.00	New Combined Fee
Fire Department Access - New Installation - Fire Apparatus Automatic/Manual Access Gate (Each)	Per Permit	N/A	\$ 235.00	\$ 150.00	New Combined Fee
Fire Department Access - New Installation - Fire Apparatus Automatic Access Gate (Each)	Per Permit	\$ 100.00	\$	\$	Remove Fee & Combine
Fire Department Access - New Installation - Fire Apparatus Manual Access Gate (Each)	Per Permit	\$ 100.00	\$	\$	Remove Fee & Combine
Fire Pump	Per Permit	N/A	\$ 565.00	\$ 500.00	New Combined Fee
Fire Pump - Modification (Minimum One Hour)	Per Permit	\$ 100.00	\$	\$	Remove Fee & Combine
Fire Pump - New Installation	Per Permit	\$ 500.00	\$	\$	Remove Fee & Combine
Flammable and Combustible Liquid Tanks - New Installation Tank	Per Permit	\$ 200.00	\$ 565.00	\$ 300.00	Increase but stay competitive
Flammable and Combustible Liquid Tanks - New Installation >120 gal. Part of Emergency/Standby Power	Per Permit	\$ 100.00	\$ 300.00	\$ 150.00	Increase but stay competitive
Flammable and Combustible Liquid Tanks - Each Additional Tank Installed	Per Permit	\$ 100.00	\$ 300.00	\$ 150.00	Increase but stay competitive
Flammable and Combustible Liquid Tanks - Modification	Per Permit	\$ 100.00	\$ 300.00	\$ 250.00	Increase but stay competitive
Flammable and Combustible Liquid Tanks - Each Additional Tank Removed at Same Time	Per Permit	\$ 50.00	\$ 300.00	\$ 100.00	Increase but stay competitive
Hazardous Materials - HMIS Assessment (Minimum One Hour)	Per Hour	\$ 100.00	\$	\$	Remove Fee & Combine
Hazardous Materials - HMMP Assessment (Minimum One Hour)	Per Hour	\$ 100.00	\$	\$	Remove Fee & Combine
Hazardous Materials - New Installation - HazMat Container, Tank or Process	Per Review	\$ 200.00	\$ 565.00	\$ 400.00	Increase but stay competitive
Hazardous Materials - Each Additional Container, Tank, or Process Installed at the Same Time	Per Review	\$ 100.00	\$ 300.00	\$ 250.00	Increase but stay competitive
Hazardous Materials - Modification (One Hour Minimum)	Per Hour	\$ 100.00	\$ 130.00	\$ 100.00	Increase but stay competitive
L-P Gas - New Installation - Prefilled Storage Containers Portable Cylinders for Consumer Exchange	Per Permit	\$ 100.00	\$ 235.00	\$ 100.00	New Combined Fee
L-P Gas - New Installation - Storage Containers Awaiting Use or Resale	Per Permit	\$ 200.00	\$ 235.00	\$	Remove Fee & Combine
Other Fire Code - High-Piled Storage Plan	Per Permit	\$ 100.00	\$ 570.00	\$ 200.00	Increase but stay competitive
Other Fire Code - Public Safety Radio Amplification System	Per Permit	\$ 300.00	\$ 300.00	\$ 200.00	Decrease but stay competitive
Spraying, Dipping or Powder - New Installation - Spray Room, Dip Tank, or Booth	Per Permit	\$ 250.00	\$ 565.00	\$ 300.00	Increase but stay competitive
Spraying, Dipping or Powder- Modification	Per Permit	\$ 100.00	\$ 300.00	\$ 150.00	Increase but stay competitive
Temporary Use - Amusement Building - 30 Days	Per Permit	\$ 200.00	\$ 365.00	\$ 300.00	Increase but stay competitive
Temporary Use - Blasting Site Operations (Each 30 Day Period)	Per Permit	\$ 250.00	\$ 560.00	\$ 500.00	Increase but stay competitive
Temporary Use - Consumer Fireworks Retail Sales -30 Days	Per Permit	\$ 300.00	\$ 165.00	\$ 165.00	Decrease to equal 100% cost recovery, modify fee title
Temporary Use - Consumer Fireworks Wholesale Distribution and/or Storage -30 Days	Per Permit	\$ 900.00	N/A	\$ 900.00	Modify Fee Title
Temporary Use - Exhibits and Trade Show	Per Permit	\$ 100.00	\$ 300.00	\$ 200.00	Increase but stay competitive
Temporary Use - Fireworks Display - Each Location	Each Location	N/A	\$ 685.00	\$ 500.00	New Combined Fee
Temporary Use - Fireworks Display - Repeat Location Previously Approved	Per Permit	\$ 200.00	\$	\$	Remove Fee & Combine
Temporary Use - Fireworks Display - Each New Location	Per Permit	\$ 300.00	\$	\$	Remove Fee & Combine
Temporary Use - Flame Effects	Per Permit	\$ 250.00	\$ 300.00	\$ 300.00	Increase but stay competitive
Temporary Use - Fuel Tank & Dispensing	Per Permit	\$ 100.00	\$ 300.00	\$ 200.00	Increase but stay competitive
Temporary Use - Motor Vehicle Fueling from Tank Vehicles	Per Permit	\$ 200.00	\$ 300.00	\$ 300.00	Increase but stay competitive
Temporary Use - Open Burning or Bon Fires	Per Permit	\$ 50.00	\$ 230.00	\$ 50.00	Modify Fee Title
Temporary Use - Pyrotechnics Display	Per Permit	\$ 250.00	\$ 685.00	\$ 500.00	Increase but stay competitive
Temporary Use - Temporary Fire Apparatus Access Road (Maximum 120 Days)	Per Permit	\$ 1,000.00	\$ 230.00	\$ 200.00	Decrease but stay competitive

City of Avondale, AZ

FY26 Recommended Fee Changes - Revised 07.03.25

Service Name	Unit of Measure	Current Fee	100% Full Cost	Proposed Fee	Recommendation
Plan Review Administrative Fee	Per Occurrence	\$ 50.00	\$ 65.00	\$ 50.00	Remove Fee
Fire Plan Review Fee - When No Other Fee is Applied (One Hour Minimum)	Per Hour	\$ 100.00	\$ 135.00	\$ 100.00	Modify Fee Title
Fire Plan Review Submittal Fee	Per Permit	\$ 200.00	\$ 135.00	\$ 200.00	Remove Fee
Other Fire Code - Fire Marshal Review of Alternative Materials & Methods Request, Technical Assistance Request, or Code Modification Request (One Hour Min)	Per Hour	N/A	\$ 170.00	\$ 100.00	New Combined Fee
Other Fire Code - Fire Marshal Review of Alternative Materials and Methods Request (One Hour Minimum)	Per Hour	\$ 100.00	\$ --	\$ --	Remove Fee & Combine
Other Fire Code - Fire Marshal Review of Technical Assistance Request (One Hour Minimum)	Per Hour	\$ 100.00	\$ --	\$ --	Remove Fee & Combine
Other Fire Code - Fire Marshal Review of Code Modification Request	Per Permit	\$ 100.00	\$ --	\$ --	Remove Fee & Combine
Hazardous Materials - HMIS or HMMP Assessment (One Hour Minimum)	Per Hour	N/A	\$ 170.00	\$ 100.00	New Combined Fee

Engineering

Service Name	Unit of Measure	Current Fee	100% Full Cost	Proposed Fee	Recommendation
After Business Hours & Green Friday Inspections (2-Hr min.)	Per hour	\$ 120.00	\$ 145.00	\$ 145.00	Increase to 100% cost recovery
Final Plat (Base Fee)	Each	\$ 995.00	\$ 2,524.00	\$ 2,000.00	Increase but stay competitive
Final Plat (per lot)	Per lot	\$ 9.00	\$ 60.00	\$ 20.00	Increase but stay competitive
Final Plat Amendment/Replat	50% of current fee Per Application	\$ -	\$ 2,524.00	\$ 2,000.00	Modify to a flat fee
Final Plat Recordation Fee	Per Recordation	\$ 52.00	N/A	\$ 52.00	New Combined Fee
Minor Land Division	Each	\$ 460.00	\$ --	\$ --	Remove Fee
GER Standards Deviation Application Processing Fee	Per application	\$ 125.00	\$ 1,026.00	\$ --	Remove Fee
Streetsight Repair/Replacement	Per hour; minimum 2 hours	\$ 100.00	\$ 145.00	\$ --	Remove Fee
Streetsight Shield Installation	Each, installed	\$ 100.00	\$ 434.00	\$ --	Remove Fee
Traffic Sign/Signal Repair/Replacement	Per hour; minimum 2 hours	\$ 100.00	\$ 145.00	\$ --	Remove Fee
Concrete - 6" Vertical Curb & Gutter, Single Curb & Ribbon Curb	Linear foot plus \$50 base fee	\$ 0.35	\$ 0.40	\$ 0.40	Increase to 100% cost recovery
Concrete - Bus Bay, Right Turn Lane	Square foot plus \$50 base fee	\$ 0.25	\$ 0.45	\$ 0.35	Increase but stay competitive
Concrete - Return Type Driveway (Commercial)	Square foot plus \$50 base fee	\$ 0.30	\$ 0.10	\$ 0.10	Decrease to equal 100% cost recovery
Concrete - Sidewalk	Square foot plus \$50 base fee	\$ 0.15	\$ 0.17	\$ 0.17	Increase to 100% cost recovery
Concrete - Sidewalk Ramps	Each	\$ 65.00	\$ 284.00	\$ 80.00	Increase but stay competitive
Concrete - Valley Gutter & Apron	Square foot plus \$50 base fee	\$ 0.35	\$ 0.75	\$ 0.75	Increase to 100% cost recovery
Concrete Structures - Catch Basins & Headwalls	Each	\$ 85.00	\$ 229.00	\$ 110.00	Increase but stay competitive
Concrete Structures - Handrail	Linear foot	\$ 2.50	\$ 4.94	\$ 4.94	Increase to 100% cost recovery
Concrete Structures - Scuppers	Each	\$ 85.00	\$ 367.00	\$ 110.00	Increase but stay competitive
Drainage - Drywell	Each	\$ 125.00	\$ 444.00	\$ 300.00	Increase but stay competitive
Drainage - Spillway	Each	\$ 50.00	\$ 530.00	\$ 65.00	Increase but stay competitive
Drainage - Storm Sewer Manholes	Each	\$ 70.00	\$ 978.00	\$ 85.00	Increase but stay competitive
Drainage - Dual Chambered Drywell	Each	N/A	\$ 872.00	\$ 500.00	New Fee, stay competitive
Drainage - Storm Drain Concrete Pipe Collar	Each	N/A	\$ 73.00	\$ 40.00	New Fee, stay competitive
Drainage - Storm Drain Pipe Connection	Each	N/A	\$ 73.00	\$ 40.00	New Fee, stay competitive
Irrigation Manhole/Structure	Each	\$ 75.00	\$ 748.00	\$ 85.00	Increase but stay competitive
Irrigation Pipe	Linear foot	\$ 1.25	\$ 1.02	\$ 1.02	Decrease to equal 100% cost recovery
Landscape Backflow Preventer	Each	\$ 75.00	\$ 583.00	\$ 125.00	Increase but stay competitive
Landscaping (ROW Area)	Square yard	\$ 0.25	\$ 0.87	\$ 0.30	Increase but stay competitive
Mass Grading - Less than 5 Acres	Square Yard	\$ 0.07	\$ --	\$ --	Remove Fee
Mass Grading - 5-20 Acres	Square Yard Per Acre	N/A	N/A	\$ 190.00	Modify fee title and calculation method
Mass Grading - Greater than 20 Acres	Square Yard	\$ 0.05	\$ --	\$ --	Remove Fee
Paving - Asphalt Pavement Replacement: (Incl Utility Cuts) - Area < 100 SY	\$200 base fee \$6.00 SY plus	\$ 6.00	\$ 15.00	\$ 6.00	Consolidation of Fees; Fee Title Change
Paving - Asphalt Pavement Replacement: (Incl Utility Cuts) - 100 SY - 700 SY	SY plus \$200 base fee	\$ 6.00	\$ --	\$ --	Remove Fee
Paving - Asphalt Pavement Replacement: (Incl Utility Cuts) - 701 SY - 1,760 SY	SY plus \$200 base fee	\$ 2.00	\$ --	\$ --	Remove Fee
Paving - Asphalt Pavement Replacement: (Incl Utility Cuts) - Area > 1,760 SY	SY plus \$200 base fee	\$ 1.00	\$ --	\$ --	Remove Fee
Paving - Barricade / Guardrail	Linear foot	\$ 4.00	\$ 1.00	\$ 1.00	Decrease to equal 100% cost recovery
Paving - New Conc. Asphalt Pavement (Full Section in Place)	Square yard	\$ 0.65	\$ 0.45	\$ 0.45	Decrease to equal 100% cost recovery
Paving - Slurry / Micro Seal	Square yard	\$ 0.20	\$ 0.21	\$ 0.21	Increase to 100% cost recovery
Paving - Striping (4-in Equiv.)	Linear foot	\$ 0.15	\$ 0.19	\$ 0.19	Increase to 100% cost recovery

City of Avondale, AZ

FY26 Recommended Fee Changes - Revised 07.03.25

Service Name	Unit of Measure	Current Fee	100% Full Cost	Proposed Fee	Recommendation
Paving - Survey Monuments	Each	\$ 45.00	\$ 185.00	\$ 60.00	Increase but stay competitive
Paving - Utility Adjustments (New & Existing in Street ROW)	Each	\$ 30.00	\$ 151.00	\$ 60.00	Increase but stay competitive
Permit Modification	LS	\$ 75.00	\$ 51.00	\$ 51.00	Decrease to equal 100% cost recovery
Retaining Walls	Linear Foot	\$ 0.50	\$ -	\$ -	Remove Fee
Sanitary Sewer - Drop Connection	Each	\$ 50.00	\$ 641.00	\$ 60.00	Increase but stay competitive
Sanitary Sewer - Main Line Pipe	Linear foot	\$ 1.50	\$ 0.99	\$ 0.99	Decrease to equal 100% cost recovery
Sanitary Sewer - Manhole	Each	\$ 135.00	\$ 483.00	\$ 175.00	Increase but stay competitive
Sanitary Sewer - Pipe Connection	Each	\$ 75.00	\$ 270.00	\$ 150.00	Increase but stay competitive
Sanitary Sewer - Pipe Encasement - Sleeving - Extra Protection	Linear Foot	\$ 25.00	\$ 9.00	\$ 9.00	Decrease to equal 100% cost recovery
Sanitary Sewer - Service Line Pipe	Linear foot	\$ 1.00	\$ 0.84	\$ 0.84	Decrease to equal 100% cost recovery
Sanitary Sewer - Sewer Utility Adjustment (On-Site)	Each	\$ 25.00	\$ 338.00	\$ 55.00	Increase but stay competitive
Sanitary Sewer - Cut / Plug Pipe End	Each	N/A	\$ 36.00	\$ 35.00	New Fee, stay competitive
Sanitary Sewer - Corrosion Protected Lined Manhole	Each	N/A	\$ 980.00	\$ 150.00	New Fee, stay competitive
Sanitary Sewer - Large Dia. Pipe (>15") Manhole / Deep MH (>18')	Each	N/A	\$ 1,116.00	\$ 155.00	New Fee, stay competitive
Streetlights - Streetlight (Concrete Pedestal Base)	Each	\$ 40.00	\$ 221.00	\$ 90.00	Increase but stay competitive
Streetlights - Pedestrian Light	Each	N/A	\$ 218.00	\$ 80.00	New Fee, stay competitive
SWPPP Post-Civit BMP Installations (Pad, Pre-Building)	Base Fee	\$ 200.00	\$ -	\$ -	Remove Fee
SWPPP Post-Civit BMP Installations (Pad, Pre-Building)	Square Yard	\$ 0.03	\$ -	\$ -	Remove Fee
Theme Wall	Linear Foot	\$ 0.05	\$ -	\$ -	Remove Fee
Traffic Control Plan (TCP) Review/Inspection Fee	Each	\$ 175.00	\$ -	\$ -	Remove Fee
Traffic Control Plan (TCP) Change/Update Review Fee	Each	\$ 50.00	\$ -	\$ -	Remove Fee
Utilities - Bore/Splice Pit	Each	\$ 50.00	\$ 63.00	\$ 60.00	Increase but stay competitive
Utilities - Boring Install Only	Linear foot	\$ 0.75	\$ 4.85	\$ 1.50	Increase but stay competitive
Utilities - Open Cut Trenching Only (in ROW) Un-paved	Linear foot	\$ 0.75	\$ 0.83	\$ 0.83	Increase to 100% cost recovery
Utilities - Pothole	Each	\$ 50.00	\$ 59.00	\$ 59.00	Increase to 100% cost recovery
Water - Fire Line	Linear foot	\$ 1.30	\$ 0.97	\$ 0.97	Decrease to equal 100% cost recovery
Water - Water Valve or ARV MH Vault	Each	\$ 65.00	\$ 762.00	\$ 150.00	Increase but stay competitive
Water - Blow Off/Tapped Cap	Each	\$ 40.00	\$ 518.00	\$ 70.00	Increase but stay competitive
Water - Fire Hydrants	Each	\$ 50.00	\$ 312.00	\$ 150.00	Increase but stay competitive
Water - Meter Box	Each	\$ 25.00	\$ 85.00	\$ 30.00	Increase but stay competitive
Water - Tapping Sleeve (SS+HD on Large Diameter Pipe > 6")	Each	\$ 150.00	\$ 591.00	\$ 225.00	Increase but stay competitive
Water - Water Valve Utility Adjustment	Each	\$ 25.00	\$ 208.00	\$ 60.00	Increase but stay competitive
Water - Water Line Connection/Service Tap	Each	\$ 65.00	\$ 159.00	\$ 80.00	Increase but stay competitive
Water - Water Main Line (1-299 LF)	Linear foot	\$ 4.00	\$ 2.81	\$ 2.81	Decrease to equal 100% cost recovery
Water - Water Main Line (Greater Than 1,000 LF)	Linear Foot	\$ 1.45	\$ -	\$ -	Remove Fee
Water - Pipe Encasement Sleeving / Extra Protection	Linear Foot	N/A	\$ 24.00	\$ 20.00	New Fee, stay competitive
Water - Cut / Plug Pipe End	Each	N/A	\$ 36.00	\$ 35.00	New Fee, stay competitive
Minor Land Division Recordation Fee	Per application	\$ 31.00	\$ 50.00	\$ -	Remove Fee
Water - Cut / Plug Pipe End	Remove	\$ 31.00	\$ -	\$ -	Remove Fee
Second and Subsequent Re-Inspections Required for Failure to Correct Deficiencies	Per hour (min 2 hour)	\$ 120.00	\$ 224.00	\$ 140.00	Increase but stay competitive
SWPPP Inspection Fee	Flat Fee	N/A	\$ 872.00	\$ 300.00	New Fee, stay competitive
Pavement Cut Post Construction - Utility Pothole Post Const; 0-12 Months	Each	\$ 1,000.00	\$ 145.00	\$ 1,000.00	Modify Fee Title Only
Pavement Cut Post Construction 0-12 Months	Base Fee + \$18 Per Sq Yd	\$ -	\$ -	\$ -	Remove Fee
Pavement Cut Post Construction - Utility Pothole Post Const; 13-24 Months	Each	\$ 750.00	\$ 182.00	\$ 750.00	Modify Fee Title Only
Pavement Cut Post Construction 13-24 Months	Base Fee + \$18 Per Sq Yd	\$ -	\$ -	\$ -	Remove Fee
Pavement Cut Post Construction - Utility Pothole Post Const; 25-36 Months	Each	\$ 375.00	\$ 218.00	\$ 375.00	Modify Fee Title Only
Pavement Cut Post Construction 25-36 Months	Base Fee + \$18 Per Sq Yd	\$ -	\$ -	\$ -	Remove Fee
Telecom- Boring Install Only	Per Linear Foot	\$ 0.75	\$ 2.61	\$ 0.40	Decrease to remain competitive
Telecom- Open Cut Trench Only (in ROW) unpaved	Per Linear Foot	N/A	\$ 0.83	\$ 0.75	New Fee, stay competitive
Telecom- Open Cut Trench Only (in ROW) paved	Per Linear Foot	N/A	\$ 6.19	\$ 3.00	New Fee, stay competitive
Telecommunication and Right-of-Way	Per linear foot in ROW	N/A	\$ -	\$0.84 - \$3.00	Based on fiber contract
Encroachment	Per Request	\$ 180.00	\$ -	\$ -	Remove Fee
Traffic Control Plan High Volume Arterial Road Closure	Per Lane/Day For Every 1/2 Mile	\$ 140.00	\$ 23.00	\$ 150.00	Increase surcharge
Traffic Control Plan Low Volume Arterial Closure	Per Day	\$ 500.00	\$ -	\$ -	Remove Fee
Traffic Control Plan Special Event Closure	Per Day	\$ 75.00	\$ -	\$ -	Remove Fee
Traffic Control Plan Review	Per Request	\$ 150.00	\$ 315.00	\$ 150.00	Modify fee title
Traffic Control Plan - Message Boards	Day/Per Device	N/A	\$ 62.00	\$ 30.00	New Fee, stay competitive
Traffic Control Plan - Residential / Local Road Closure	Day per 1/2 mi	N/A	\$ 62.00	\$ 50.00	New Fee, stay competitive

City of Avondale, AZ
FY26 Recommended Fee Changes - Revised 07.03.25

Service Name	Unit of Measure	Current Fee	100% Full Cost	Proposed Fee	Recommendation
Traffic Control Plan - Collector / Industrial Road Closure	Ln/Day per 1/2 mi	N/A	\$ 62.00	\$ 100.00	New Fee
Copies - Non-Standard Sizes (Plans, Maps, other)	Per Sheet	\$ 3.00	\$ -	\$ -	Remove Fee & Combine
General Engineering Requirements (GER) Manual	Each	\$ 25.00	\$ 18.00	\$ -	Remove Fee
MAG Supplement Manual	Each	\$ 30.00	\$ 18.00	\$ -	Remove Fee
Building Plan Review	Per Hour	\$ 200.00	\$ -	\$ -	Remove Fee
Grading & Drainage Plan - First Review	Per Sheet	\$ 375.00	\$ -	\$ -	Remove Fee
Improvement Plans (Commercial) - First Review	Per Sheet	\$ 375.00	\$ -	\$ -	Remove Fee
All Plan Reviews	Per Sheet	\$ 375.00	\$ 554.00	\$ 375.00	New Combined Fee
Paving & Storm Drain Plan - First Review	Per Sheet	\$ 375.00	\$ -	\$ -	Remove Fee
Sewer Plan - First Review	Per Sheet	\$ 375.00	\$ -	\$ -	Remove Fee
Streetlight Plan - First Review	Per Sheet	\$ 375.00	\$ -	\$ -	Remove Fee
Striping & Signing Plan - First Review	Per Sheet	\$ 375.00	\$ -	\$ -	Remove Fee
Traffic Signal Plan - First Review	Per Sheet	\$ 375.00	\$ -	\$ -	Remove Fee
Water Plan - First Review	Per Sheet	\$ 375.00	\$ -	\$ -	Remove Fee
Engineering Plan Review - Landscape/Other - First Review	First Review	\$ 375.00	\$ -	\$ -	Remove Fee
Second & Subsequent Review of All Plans	Per redlined sheet	\$ 375.00	\$ -	\$ -	Remove Fee
Technical Report Review	Per hour per submittal	N/A	\$ 225.00	\$ 225.00	New Combined Fee
Drainage Report	Per hour per submittal	\$ 225.00	\$ -	\$ -	Remove Fee
Geo Tech Report (Soils, Paving, etc.)	Per hour per submittal	\$ 225.00	\$ -	\$ -	Remove Fee
Sewer Report	Per hour per submittal	\$ 225.00	\$ -	\$ -	Remove Fee
Storm Water Pollution Prevention Plan (SWPPP) Report	Per hour per submittal	\$ 225.00	\$ -	\$ -	Remove Fee
Traffic Impact Study	Per hour per submittal	\$ 225.00	\$ -	\$ -	Remove Fee
Water Report	Per hour per submittal	\$ 225.00	\$ -	\$ -	Remove Fee
Erosion Control Plan	Flat fee	\$ 375.00	\$ 362.00	\$ -	Remove Fee
GER Standards Deviation Application and Review Fee	Per hour	\$ 225.00	\$ 234.00	\$ 234.00	Increase to 100% cost recovery
Minor Land Division	Each	\$ 460.00	\$ 2,687.00	\$ 600.00	Increase but stay competitive
Map of Dedication	Each	\$ 360.00	\$ 2,664.00	\$ 600.00	Increase but stay competitive
Pre-Application Meeting	Meeting	\$ 500.00	\$ -	\$ -	Remove Fee
Telecom Plan Review (supplement with consultant)	First Review	\$ 375.00	\$ 324.00	\$ 324.00	Decrease to equal 100% cost recovery
Engineering Consultation fee	Hourly (1-hour minimum)	N/A	\$ 205.00	\$ 100.00	New Fee, stay competitive
Engineering Pre-Application Meeting Fee	Each	N/A	\$ 168.00	\$ 168.00	New Fee, stay competitive

Development Services

Service Name	Unit of Measure	Current Fee	100% Full Cost	Proposed Fee	Recommendation
Application Processing Fee	PL - Flat	\$ 100.00	\$ 102.00	\$ 102.00	Increase to 100% cost recovery
Single Family Dwelling	Per Plan	\$ 460.00	\$ -	\$ -	Remove Fee
Tenant Improvement - up to 10k s.f.	Each	\$ 255.00	\$ -	\$ -	Remove Fee
Tenant Improvement - > 10k s.f.	Each	\$ 1,425.00	\$ -	\$ -	Remove Fee
Commercial - Up to 10,000 Square Feet	Each	\$ 1,630.00	\$ -	\$ -	Remove Fee
Commercial - 10,001 - 20,000 Square Feet	Each	\$ 2,850.00	\$ -	\$ -	Remove Fee
Commercial - 20,001 SF and Up	Each	\$ 5,100.00	\$ -	\$ -	Remove Fee
Development Agreement	PL - Flat	\$ 12,000.00	\$ 7,388.00	\$ 7,388.00	Decrease to equal 100% cost recovery
Development Agreement Amendment	PL - Base fee	\$ 1,000.00	\$ 4,255.00	\$ 2,000.00	Increase but stay competitive
Formation of Maintenance Improvement District	PL - Per lot	\$ 15.00	\$ -	MOVE	Reclassified to Engineering
Historic Avondale Infill Overlay District	PL - Flat	\$ 500.00	\$ 6,395.00	\$ 1,000.00	Increase but stay competitive
MSED District	PL - Base fee	\$ 1,785.00	\$ 6,395.00	\$ 1,839.00	Increase but stay competitive
MSED District	PL - Per acre	\$ 70.00	\$ 140.00	\$ 140.00	Standardize all per acre fees
Planning Revision Fee	PL - Flat	\$ 50.00	\$ 196.00	\$ 196.00	Increase to 100% cost recovery
Planning Site Inspection Fee	PL - Flat	\$ 100.00	\$ 140.00	\$ 140.00	Increase to 100% cost recovery, standardize all inspection fees
Rezoning - Multi-Family	PL - Base fee	\$ 1,425.00	\$ 8,638.00	\$ 4,319.00	Increase but stay competitive
Rezoning - Multi-Family	PL - Per acre	\$ 70.00	\$ 140.00	\$ 140.00	Standardize all per acre fees
Rezoning - Non Residential	PL - Base fee	\$ 1,425.00	\$ 8,638.00	\$ 4,319.00	Increase but stay competitive
Rezoning - Non Residential	PL - Per acre	\$ 70.00	\$ 140.00	\$ 140.00	Standardize all per acre fees
Rezoning - Single-Family	PL - Base fee	\$ 1,425.00	\$ 8,638.00	\$ 4,319.00	Increase but stay competitive
Rezoning - Single-Family	PL - Per acre	\$ 70.00	\$ 140.00	\$ 140.00	Standardize all per acre fees

City of Avondale, AZ
FY26 Recommended Fee Changes - Revised 07.03.25

Service Name	Unit of Measure	Current Fee	100% Full Cost	Proposed Fee	Recommendation
Rezoning GC (City Center)	Each	\$ 1,785.00	\$ -	\$ -	Remove Fee
Rezoning GC (City Center)	Per acre	\$ 70.00	\$ -	\$ -	Remove Fee
Rezoning PAD (Commercial/Residential)	PL - Base fee	\$ 1,785.00	\$ 9,711.00	\$ 4,856.00	Increase but stay competitive
Rezoning PAD (Commercial/Residential)	PL - Per acre	\$ 70.00	\$ 138.00	\$ 140.00	Standardize all per acre fees
Zoning Ordinance Text Amendment	PL - Flat	\$ 890.00	\$ 6,986.00	\$ 2,500.00	Increase but stay competitive
Legat Nonconforming Status	Each	\$ 130.00	\$ -	\$ -	Remove Fee
Manufactured/Modular Building	PL - Flat	\$ 75.00	\$ 352.00	\$ 176.00	Increase but stay competitive
PAD Extension or Amendment	PL - Flat	\$ -	\$ 2,806.00	\$ 1,403.00	Simplify to a flat fee
Overlay District	PL - Base fee	\$ 1,250.00	\$ 4,252.00	\$ 2,126.00	Increase but stay competitive
Overlay District - per acre	PL - Per acre	\$ 70.00	\$ 138.00	\$ 140.00	Standardize all per acre fees
Zoning Interpretation Letter	PL - Flat	\$ 1,200.00	\$ 3,558.00	\$ 1,499.00	Increase but stay competitive
Zoning Verification Letter	PL - Flat	\$ 150.00	\$ 704.00	\$ 352.00	Increase but stay competitive
Major Text Amendment	PL - Flat	\$ 2,050.00	\$ 6,168.00	\$ 3,084.00	Increase but stay competitive
Minor Text Amendment	PL - Flat	\$ 1,425.00	\$ 5,162.00	\$ 2,581.00	Increase but stay competitive
Major Map Amendment	PL - Base fee	\$ 2,050.00	\$ 10,560.00	\$ 5,280.00	Increase but stay competitive
Major Map Amendment	PL - Per acre	\$ 70.00	\$ 138.00	\$ 140.00	Standardize all per acre fees
Minor Map Amendment	PL - Base fee	\$ 1,425.00	\$ 10,219.00	\$ 5,110.00	Increase but stay competitive
Minor Map Amendment	PL - Per acre	\$ 70.00	\$ 140.00	\$ 140.00	Standardize all per acre fees
Preliminary Plat	PL - Base fee	\$ 1,785.00	\$ 5,492.00	\$ 2,746.00	Increase but stay competitive
Preliminary Plat	PL - Per lot	\$ 30.00	\$ 47.00	\$ 47.00	Increase to 100% cost recovery
Preliminary Plat Amendment	PL - 50% of org.	\$ -	\$ 1,929.00	\$ 964.00	Increase but stay competitive
Preliminary Plat Extension	PL - 50% of org.	\$ -	\$ 1,873.00	\$ 937.00	Increase but stay competitive
Minor Land Division Recordation Fee	PL - Flat	\$ 31.00	\$ -	MOVE	Reclassify
Map of Dedication Recordation Fee	PL - Flat	\$ 31.00	\$ -	MOVE	Reclassify
Planner Consultation	PL - Per hour	\$ 85.00	\$ 140.00	\$ -	Remove Fee
Pre-Application Meeting	PL - Flat	\$ 500.00	\$ 2,773.00	\$ 515.00	Increase but stay competitive
Required Postings	Provided by applicant	\$ -	\$ -	\$ -	Remove Fee
Required Property Owner Notifications	Provided by applicant	\$ -	\$ -	\$ -	Remove Fee
Required Publications	Local publication gate provided by applicant	\$ -	\$ -	\$ -	Remove Fee
Administrative Relief (Residential - One Lot)	PL - Flat	\$ 205.00	\$ 1,325.00	\$ 211.00	Increase but stay competitive
Administrative Relief (Residential - Multiple Lots)	PL - Flat	\$ 460.00	\$ 1,325.00	\$ 474.00	Increase but stay competitive
Administrative Relief (Commercial)	PL - Flat	\$ 460.00	\$ 1,325.00	\$ 474.00	Increase but stay competitive
Appeals	PL - Flat	\$ 1,000.00	\$ 3,317.00	\$ 1,659.00	Increase but stay competitive
Applicant Initiated Continuance	PL - Flat	\$ 510.00	\$ -	\$ 525.00	Increase but stay competitive
Replication of Plans (When Legally Authorized)	Plus Actual Replication Costs	\$ 50.00	\$ -	\$ -	Remove Fee
Limited Design Review	PL - Flat	\$ 250.00	\$ 1,158.00	\$ 579.00	Increase but stay competitive
Site Plan and Design Review Application	PL - Flat	\$ 5,600.00	\$ 5,514.00	\$ 5,514.00	Increase to 100% cost recovery
Site Plan and Design Review Revision Fee	PL - Flat	\$ 50.00	\$ 181.00	\$ 181.00	Increase to 100% cost recovery
Site Plan Review - Model Home Complex Site	PL - Flat	\$ 205.00	\$ 1,363.00	\$ 682.00	Increase but stay competitive
Site Plan Review (or Revision) for Residential Standard Plan	BLD - Flat	\$ 50.00	\$ 233.00	\$ 116.00	Increase but stay competitive
Expedited Plan Review	PL - 2x original fee	\$ -	\$ -	\$ -	- Modify fee title
Expedited Review Fee (Half the Time)	PL - 2x of org.	\$ -	\$ -	\$ -	Remove Fee
Building Design Review Application	Each	\$ 250.00	\$ -	\$ -	Remove Fee
Single-Family House Product Plan Review	PL - Flat	\$ 615.00	\$ 1,530.00	\$ 765.00	Increase but stay competitive
Temporary Sign - Base fee	PL - Flat	\$ 30.00	\$ 111.00	\$ 111.00	Increase to 100% cost recovery, modify fee title
Temp Sign - Square Foot Cost: 0-31 s.f.	PL - Flat	\$ 70.00	\$ 111.00	\$ 111.00	Increase to 100% cost recovery, modify fee title
Temp Sign - Square Foot Cost: 32-47 s.f.	PL - Flat	\$ 100.00	\$ 111.00	\$ 111.00	Increase to 100% cost recovery, modify fee title
Temp Sign - Square Foot Cost: 48+ s.f.	PL - Flat	\$ 155.00	\$ 219.00	\$ 219.00	Increase to 100% cost recovery, modify fee title
Additional Reviews as Required Revision to a Building Permit (Min. 1 hour)	BLD - Per hour	\$ 100.00	\$ 128.00	\$ 128.00	Increase to 100% cost recovery, modify fee title
Model Home Complex Site Plan Review	BLD - Flat	\$ 205.00	\$ 598.00	\$ 299.00	Increase but stay competitive
Review of Deferred Submittals (Outside Consultant)	Actual Cost	\$ -	\$ -	\$ -	Remove Fee
Review of Deferred Submittals (Submitted After Initial Plan Review) In-House	Per Submittal	\$ 180.00	\$ -	\$ -	Remove Fee
Temporary Trailers - Plan Review	BLD - Flat	\$ 140.00	\$ 199.00	\$ -	Remove Fee
Conditional Use Permit (CUP)	PL - Flat	\$ 1,250.00	\$ 5,883.00	\$ 2,942.00	Increase but stay competitive
Conditional Use Permit (CUP) Modification	PL - 50% of org.	\$ -	\$ 5,883.00	\$ 2,942.00	Increase but stay competitive
Conditional Use Permit (CUP) Unauthorized Use	PL - Flat	\$ 2,500.00	\$ 5,883.00	\$ 2,942.00	Increase but stay competitive
Variance - Non Residential	PL - Flat	\$ 1,070.00	\$ 5,883.00	\$ 2,942.00	Increase but stay competitive

City of Avondale, AZ
FY26 Recommended Fee Changes - Revised 07.03.25

Service Name	Unit of Measure	Current Fee	100% Full Cost	Proposed Fee	Recommendation
Variance - Residential	PL - Flat	\$ 205.00	\$ 5,883.00	\$ 211.00	Increase but stay competitive
Certificate of Occupancy - All Users	BLD - Retitled	\$ 100.00	\$ 158.00	\$ 158.00	Increase to 100% cost recovery
Certificate of Occupancy Reprint - All Users	BLD - Retitled	\$ 145.00	\$ 181.00	\$ 181.00	Increase to 100% cost recovery, modify fee title
Temporary Certificate of Occupancy - All Users	BLD - Retitled	\$ 150.00	\$ 196.00	N/A	Modify fee title and restructure
Temporary Certificate of Occupancy Initial Issuance - 1 to 180 days	Per Permit	N/A	N/A	3% of building permit fee	New Fee due to restructuring
Temporary Certificate of Occupancy Second Issuance - 181 to 360 days	Per Permit	N/A	N/A	6% of building permit fee	New Fee due to restructuring
Temporary Certificate of Occupancy Third Issuance - 361 to 540 days	Per Permit	N/A	N/A	9% of building permit fee	New Fee due to restructuring
Certificate of Completion for Commercial Shell Buildings	BLD - Retitled	\$ 180.00	\$ 225.00	\$ 225.00	Increase to 100% cost recovery
Request for Certificate of Occupancy for Change of Use Group	Each	\$ 145.00	\$ -	\$ -	Remove Fee
Temporary Certificate of Occupancy Processing Fee	Each	\$ 150.00	\$ -	\$ -	Remove Fee
Temporary Certificate of Occupancy Processing Fee - Deposit	Each	\$ 2,350.00	\$ -	\$ -	Remove Fee
Swimming Pools/Spas - Above Ground	BLD - Retitled	\$ 50.00	\$ 110.00	\$ 110.00	Increase to 100% cost recovery
Swimming Pools/Spas - In-Ground Standard	BLD - Retitled	\$ 510.00	\$ 653.00	\$ 653.00	Increase to 100% cost recovery, modify fee title
Swimming Pools/Spas - Pool with Spa Non Standard	BLD - Retitled	\$ 560.00	\$ 785.00	\$ 785.00	Increase to 100% cost recovery, modify fee title
Temporary Trailers - Building Permit - Temp Sales	BLD - Flat	\$ 215.00	\$ 243.00	\$ 243.00	Increase to 100% cost recovery, combine and rename
Temporary Trailers - Building Permit / Construction Trailer	BLD - Flat	\$ 215.00	\$ 243.00	\$ 243.00	Remove Fee and combine
Building Minor Demolition - Accessory Structure	BLD - Flat	\$ 25.00	\$ 91.00	\$ 91.00	Increase to 100% cost recovery, modify fee title
Building Major Demolition - Single-Family Residence and Other Structures	BLD - Flat	\$ 150.00	\$ 291.00	N/A	Modify fee title and restructure
	Percentage of total valuation based on Building Permit Tiers valuation - See Building Permit Tiers A - H				
Inspections Outside of Normal Business Hours (Min - 4 Hours) Landscape	PL - Per hour	\$ 100.00	\$ 175.00	\$ 140.00	Standardize all inspection fees
Inspections Outside of Normal Business Hours (Min - 4 Hours) Other	BLD - Per hour	\$ 100.00	\$ 175.00	\$ 140.00	Standardize all inspection fees
Re-Inspection Fees	BLD - Flat	\$ 130.00	\$ 168.00	\$ 140.00	Standardize all inspection fees
Group Housing Registration	BLD - Flat	\$ 175.00	\$ 626.00	\$ 626.00	Increase to 100% cost recovery
Permit to Move a Building	BLD - Flat	\$ 100.00	\$ 185.00	\$ 185.00	Increase to 100% cost recovery
Medical Marijuana Dispensary and Cultivation Permit	PL - Flat	\$ 460.00	\$ 3,057.00	\$ 1,528.00	Increase but stay competitive
Seasonal Sales Permit	PL - Flat	\$ 180.00	\$ 211.00	\$ 211.00	Increase to 100% cost recovery
Electrical Permit	BLD - Flat	\$ 75.00	\$ 112.00	\$ 112.00	Increase to 100% cost recovery and combine
Electrical Permit - Services not over 200 Amperes	Per Permit	\$ 75.00	\$ -	\$ -	Remove Fee
Electrical Permit - Services over 200 Amperes but less than 1000 Amperes	Per Permit	\$ 120.00	\$ -	\$ -	Remove Fee
Electrical Permit - Multi-Family/Hotels/Motels per unit	Per Unit	\$ 75.00	\$ -	\$ -	Remove Fee
Electrical Permit Fee - For Services over 600 Volts or over 1000 Amperes in Rating	Per Permit	\$ 220.00	\$ -	\$ -	Remove Fee
Electrical Permit Fee - Generator, Per	Per Permit	\$ 75.00	\$ -	\$ -	Remove Fee
Electrical Permit - Derate	Per Permit	\$ 165.00	\$ -	\$ -	Remove Fee
Electrical Permit - Solar	Per Permit	\$ 130.00	\$ -	\$ -	Remove Fee
Mechanical Permit	BLD - Flat	\$ 75.00	\$ 90.00	\$ 90.00	Increase to 100% cost recovery and combine
Mechanical Permit - Multi-Family/Hotel/Motel Per Unit	Per Permit	\$ 75.00	\$ -	\$ -	Remove Fee
Mechanical Permit - Residential SFD/ Associated Electrical	Per Permit	\$ 75.00	\$ -	\$ -	Remove Fee
Mechanical Permit Fee - Non-Residential (with duct work)	Per Permit	\$ 125.00	\$ -	\$ -	Remove Fee
Mechanical Permit Fee - Non-Residential (without duct work)	Per Permit	\$ 100.00	\$ -	\$ -	Remove Fee
Plumbing Permit	BLD - Flat	\$ 75.00	\$ 96.00	\$ 96.00	Increase to 100% cost recovery and combine
Plumbing Permit - Commercial Industrial	Each	\$ 125.00	\$ -	\$ -	Remove Fee
Plumbing Permit - Interceptors, Trap, Industrial Waste Pretreatment System	Per Permit	\$ 75.00	\$ -	\$ -	Remove Fee
Plumbing Permit - Multi-Family/Hotels/Motel per unit	Per Permit	\$ 75.00	\$ -	\$ -	Remove Fee
Plumbing Permit Fee - Miscellaneous - Appliance or Piece of Equipment Regulated by the Plumbing Code but not Glassed in any Other Categories or for which no Other Fee is Listed	Each	\$ 50.00	\$ -	\$ -	Remove Fee
Plumbing Permit Fee - Sewers, Disposal Systems and Interceptors - Rainwater Systems	Per Drain	\$ 10.00	\$ -	\$ -	Remove Fee
Copies (8.5" x 11")	Per page	\$ -	\$ -	\$ -	Remove Fee
Residential Solar Photovoltaic Power Systems - New Installation	Per Permit	\$ 200.00	\$ 300.00	\$ 230.00	New Fee
Residential Solar Photovoltaic Power Systems - Modification	Per Permit	\$ 100.00	\$ 360.00	\$ 185.00	New Fee

City of Avondale, AZ
FY26 Recommended Fee Changes - Revised 07.03.25

Service Name	Unit of Measure	Current Fee	100% Full Cost	Proposed Fee	Recommendation
Commercial Solar Photovoltaic Power Systems - New Installation	Per Permit	N/A	N/A	Based on total project valuation (labor and materials) as calculated using building permit tiers A-H	New Fee
Commercial Solar Photovoltaic Power Systems - Modification	Per Permit	N/A	N/A	Based on total project valuation (labor and materials) as calculated using building permit tiers A-H	New Fee

City Clerks

Service Name	Unit of Measure	Current Fee	Proposed Fee	Recommendation
Copies	Per Page	\$ 0.25	\$	Remove and combine
Copies (8.5" x 11")	Per Page	\$ 0.25	\$	Remove and combine
Court Copy Rates	Per Page	\$ 0.50	\$	Remove and combine
Copies - Non Standard Sizes (Plans, Maps, Other)	Per Sheet	\$ 3.00	\$	Remove and combine
Copy/Print Fee	Per Page	\$0.25 to \$1.25	\$0.50 to \$5.00	Establish new range

Court

Service Name	Unit of Measure	Current Fee	Proposed Fee	Recommendation
Court Enhancement Fee	Per Case	\$ 19.00	\$ 18.00	Existing Fee Correction

Parks & Recreation

Service Name	Unit of Measure	Current Fee	Proposed Fee	Recommendation
Major Event	Per Event - First Day	N/A	\$ 1,500.00	New Fee
Major Event - Subsequent Day(s)	Per Additional Day of Event	N/A	\$ 750.00	New Fee
Minor Event	Per Event - First Day	N/A	\$ 150.00	New Fee
Minor Event - Subsequent Day(s)	Per Additional Day of Event	N/A	\$ 75.00	New Fee
Non-Profit Organization - Major Event	Per Event - First Day	N/A	\$ 1,200.00	New Fee
Non-Profit Organization - Major Event, Subsequent Day(s)	Per Additional Day of Event	N/A	\$ 600.00	New Fee
Non-Profit Organization - Minor Event	Per Event - First Day	N/A	\$ 120.00	New Fee
Non-Profit Organization - Minor Event, Subsequent Day(s)	Per Additional Day of Event	N/A	\$ 60.00	New Fee
Special Event Application Fee	Per Event	\$ 25.00	\$	Remove Fee
Expedited Special Event Application Fee	Per Event	\$ 50.00	\$	Remove Fee
Approved Special Event Park Permit	Per Application	\$10.00 - \$20,000	\$	Remove Fee
City Special Event / Activity Merchandise	Per Item	\$0 - \$200	\$0 - \$200	Fee Name Change
City Special Events Vendor and Exhibitor Permit	Per Event / Per Date	\$15 - \$300	\$15 - \$300	Fee Name Change
Traffic Control Plan Special Event Closure	Per Day	\$ 75.00	\$	Remove Fee
Temporary Use - Carnival, Fair, Circus, Haunt or Other Public Special Event - 30 Days	Per Permit	\$ 300.00	\$	Remove Fee
Temporary Use - LP Gas - Public Special Event Use of Containers over 40 lbs	Per Permit	\$ 50.00	\$	Remove Fee
Special Event Permits - Deposit	Total Rental Fees	\$ 0.20	\$	Remove Fee

ITEM NUMBER: 4.g.

SUBJECT: Resolution 1046-0725 and 1047-0725 – Maintenance Improvement District No. 45 for Entrada – Phase 6

MEETING DATE: 7/7/2025

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 request to: a) approve the Petition for Formation; b) adopt Resolution 1046-0725, declaring its intention to form the City of Avondale Maintenance Improvement District No. 45, Entrada – Phase 6, providing for the assessment; c) adopt Resolution 1047-0725, declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency; and d) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Under provisions of the City Code and Zoning Ordinance, developers are responsible for landscaping development projects prior to issuance of a Certificate of Occupancy. In particular, subdivisions are required to provide landscaping along certain arterial and collector streets and in other locations as provided in the zoning requirements, approval conditions, engineering requests or subdivision requirements. In addition, developers are often required to provide paths, trails, and other usable amenities in common open space areas within a community.

The purpose of the Maintenance Improvement District (MID) is to provide for the operations, maintenance, repair, and improvements to landscaping and open space adjacent to designated public roadways and parkways within the proposed district, as well as drainage and retention within each proposed district in the event a Homeowner's Association fails. Until such time as the Homeowner's Association fails, and the Council

directs City Staff to assume maintenance responsibility, a line item of \$0.00 will display on the homeowners' property tax bills. Pursuant to the provision of A.R.S. 48-574, et. seq., the Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District.

A Resolution of Intention for formation of City of Avondale Maintenance Improvement District No. 45, Entrada – Phase 6, located generally north of Broadway Road and west of 107th Avenue, is attached. In the case in which all of the property owners have consented to MID formation, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the Maintenance Improvement District process. In accordance with State statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.

DISCUSSION:

The acceptance of this Maintenance Improvement District will allow any additional charges associated with the maintenance responsibilities, should the Homeowner's Association fail, to be assessed on the property tax bill for the properties located within the District.

The Maintenance Improvement District has been approved through the Engineering Department, which recommends that City Council formally approve the Maintenance Improvement District to allow for the taxing district to be recorded and in place in the event the Homeowner's Association fails.

It should be noted that not approving the Maintenance Improvement District will prevent any charges from being assessed on the property tax bills for those properties located within the District in the event that the Homeowner's Association fails.

The proposed MID has been reviewed by the City Attorney and is in conformance with the City of Avondale's Subdivision Regulations and State statute governing Maintenance Improvement District formation.

BUDGET IMPACT:

There is no direct budgetary impact to the City to approve the Maintenance Improvement District. However, the City would incur the additional charges associated with the maintenance responsibilities should the taxing district not be approved and recorded, and the Homeowner's Association fails.

RECOMMENDATION:

Staff recommends Council adopt a Resolution declaring its intention to create and adopt plans for the City of Avondale Maintenance Improvement District No. 45, Entrada – Phase 6, providing for the assessment, and a second Resolution declaring its intention to order the improvements within the newly established Maintenance Improvement District, providing for the assessment and declaring an emergency, subject to the following conditions:

1. The final plat for the subdivision must be approved by City Council and recorded with the Maricopa County Recorder's Office prior to recordation of the Maintenance Improvement District; and
2. The developer must provide a fully executed Petition, Waiver and Consent to Formation of a Maintenance Improvement District.

Staff recommends Council authorize the Mayor, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore

RESOLUTION 1046-0725

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO OPERATE, MAINTAIN AND REPAIR LANDSCAPING, IRRIGATION, DRAINAGE AND RETENTION FACILITIES AND HARDSCAPE ADJACENT TO DESIGNATED PUBLIC ROADWAYS WITHIN THE PROPOSED DISTRICT AND RELATED FACILITIES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF AVONDALE AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 45 – ENTRADA - PHASE 6, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT; PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avondale (the “City”) has been presented with a Petition for Formation of a Maintenance Improvement District purporting to be signed by all of the real property owners within the proposed district and, according to ARIZ. REV. STAT. § 48-574(C), the City finds that such ownership has been verified; and

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to declare its intent to form the City of Avondale Maintenance Improvement District No. 45 – Entrada - Phase 6 (the “Assessment District”) over the area described and depicted on Exhibit A, attached hereto and incorporated herein by reference and including those lots, pieces or parcels of land lying within the Assessment District as shown in more detail on the duplicate diagrams made by or at the direction of the City Engineer showing each separate lot numbered consecutively, the area in square feet of each lot, the area of any building or buildings located on each lot, and the location of the lot in relation to the work proposed to be done (the “Assessment Diagram”) attached hereto as a part of Exhibit A and incorporated herein by reference; and

WHEREAS, the City Council declares that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district and related facilities in the Assessment District to be of more than local or ordinary public benefit, and further that the cost of said activities shall be assessed on the Assessment District; and

WHEREAS, the City Council declares that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district and related facilities in the Assessment District are incidental to the maintenance and preservation of the public roadways and parkway and related facilities, has aesthetic value, and maintains and increases the value of property within the Assessment District; and

WHEREAS, the City Council declares that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district and related facilities preserves and promotes the health, safety, and welfare of those citizens of the City living within the Assessment District as well as preservation of the streets and parkways which may be adversely impacted by drainage and other water formations; and

WHEREAS, the City Council declares that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district tend to preserve the structural integrity of the public streets and parkway and mitigate flooding of adjacent areas by draining water to and from the public streets and parkway in furtherance of the health, safety and welfare of those citizens of the City living within the Assessment District.

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

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

SECTION 2. The public interest or convenience requires, and it is the intention of the Mayor and Council of the City of Avondale, Arizona, to order the following work (hereinafter the “Work”) to be performed: The operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district shown on the Assessment Diagram.

SECTION 3. The City Council designates as parkways those streets and rights-of-way areas set forth on the Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and specifically including those portions of pedestrian facilities, retention, detention and storm water management facilities included within or adjacent to the Assessment District. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the plans showing the engineer’s estimate for the City of Avondale Maintenance Improvement District No. 45 – Entrada - Phase 6, filed with the City Clerk prior to the adoption of this Resolution (the “Plans and Specifications”), which are hereby approved and adopted by the City Council and which shall remain on file in the Office of the City Engineer; no assessment for any lot shall exceed its proportion of the estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets (the City Engineer) and the City Clerk are hereby approved and adopted by the City Council. In addition to the requirements of law, the procedures set forth in the City

Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Avondale Maintenance Improvement District No. 45 – Entrada - Phase 6.

SECTION 4. In the opinion of the City Council, the Work is of more than local or ordinary public benefit. The City Council hereby orders that all amounts due or to become due with respect to the Work shall be chargeable upon the respective lots, pieces and parcels of land within the Assessment District.

SECTION 5. The City Engineer is hereby authorized and directed to prepare duplicate Assessment Diagrams of the property contained within the Assessment District.

SECTION 6. Any public street or alley within the boundaries of the Assessment District is hereby omitted from the assessment hereafter to be made. Any lot belonging to the United States, the State, a county, city, school district or any political subdivision or institution of the State or county, which is included within the Assessment District shall be omitted from the assessment hereafter made.

SECTION 7. In no event will the City or any officer thereof be liable for any portion of the cost of said Assessment District or for any delinquency of persons or property assessed.

SECTION 8. The City Council shall make annual statements and estimates of the expenses of the Assessment District which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all real and personal property in the Assessment District as provided in ARIZ. REV. STAT. § 48-574 and amendments thereto.

SECTION 9. The Work and all proceedings pertaining thereto shall be performed under the provisions of ARIZ. REV. STAT. § 48-574, and all amendments thereto and pursuant to Article I, Section 3 and Article XII, Section 8 of the Avondale City Charter.

SECTION 10. The City Engineer is hereby authorized to fill in any blanks and to make any minor corrections necessary to complete the Plans and Specifications.

SECTION 11. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 12. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the City Council as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
July 7, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1046-0725

[Legal Description of Assessment District and Assessment Diagram]

See following pages.



**EXHIBIT A
MAINTENANCE IMPROVEMENT DISTRICT NO. 45
LEGAL DESCRIPTION & EXHIBIT MAP
FOR ENTRADA - PHASE 6**

JOB NO. 21-0147

MARCH 26, 2025

A PORTION OF THE SOUTH 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" M.C. ENGINEERING BRASS CAP FLUSH AT THE SOUTHEAST CORNER OF SAID SECTION 19, FROM WHICH A 4" M.C. ENGINEERING BRASS CAP FLUSH AT THE SOUTH QUARTER CORNER OF SAID SECTION 19, BEARS SOUTH 89 DEGREES 26 MINUTES 07 SECONDS WEST (BASIS BEARING) 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, 2568.90 FEET;

THENCE DEPARTING FROM SAID SOUTH LINE, NORTH 0 DEGREES 33 MINUTES 53 SECONDS WEST, 1318.66 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89 DEGREES 15 MINUTES 08 SECONDS WEST, 12.59 FEET;

THENCE SOUTH 88 DEGREES 59 MINUTES 57 SECONDS WEST, 2280.04 FEET;

THENCE NORTH 71 DEGREES 45 MINUTES 37 SECONDS EAST, 1505.01 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 300.00 FEET;

THENCE SOUTHEASTERLY 267.32 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 51 DEGREES 03 MINUTES 15 SECONDS;

THENCE SOUTH 57 DEGREES 11 MINUTES 08 SECONDS EAST, 82.73 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 125.00 FEET;

THENCE EASTERLY 153.10 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 70 DEGREES 10 MINUTES 29 SECONDS;

THENCE NORTH 52 DEGREES 38 MINUTES 23 SECONDS EAST, 482.10 FEET;

THENCE NORTH 0 DEGREES 13 MINUTES 06 SECONDS EAST, 595.54 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 71 DEGREES 24 MINUTES 41 SECONDS EAST A DISTANCE OF 590.00 FEET;

SEE EXHIBIT 'A'

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THENCE SOUTHEASTERLY 176.17 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 06 MINUTES 29 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 54 DEGREES 18 MINUTES 12 SECONDS EAST, 40.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 54 DEGREES 18 MINUTES 12 SECONDS EAST A DISTANCE OF 550.00 FEET;

THENCE SOUTHEASTERLY 128.84 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13 DEGREES 25 MINUTES 18 SECONDS;

THENCE SOUTH 49 DEGREES 07 MINUTES 06 SECONDS EAST, 221.27 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 400.00 FEET;

THENCE SOUTHEASTERLY 109.62 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15 DEGREES 42 MINUTES 07 SECONDS;

THENCE SOUTH 64 DEGREES 49 MINUTES 13 SECONDS EAST, 238.64 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 680.00 FEET;

THENCE SOUTHEASTERLY 180.81 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15 DEGREES 14 MINUTES 07 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 89 DEGREES 09 MINUTES 36 SECONDS WEST, 187.62 FEET;

THENCE SOUTH 64 DEGREES 49 MINUTES 13 SECONDS EAST, 84.77 FEET;

THENCE SOUTH 28 DEGREES 29 MINUTES 18 SECONDS EAST, 64.02 FEET;

THENCE SOUTH 0 DEGREES 02 MINUTES 38 SECONDS EAST, 369.25 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 42 SECONDS WEST, 110.00 FEET;

THENCE NORTH 45 DEGREES 07 MINUTES 28 SECONDS WEST, 7.06 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 42 SECONDS WEST, 50.00 FEET;

THENCE SOUTH 44 DEGREES 52 MINUTES 32 SECONDS WEST, 14.16 FEET;

THENCE NORTH 0 DEGREES 02 MINUTES 38 SECONDS WEST, 110.00 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 42 SECONDS WEST, 105.00 FEET;

THENCE NORTH 0 DEGREES 02 MINUTES 38 SECONDS WEST, 186.46 FEET;

THENCE NORTH 89 DEGREES 57 MINUTES 22 SECONDS EAST, 115.00 FEET;

SEE EXHIBIT 'A'

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EPS Group, Inc. • 1130 N Alma School Road, Suite 120 • Mesa, AZ 85201

Tel (480) 503-2250 • Fax (480) 503-2258



THENCE NORTH 0 DEGREES 02 MINUTES 38 SECONDS WEST, 0.83 FEET;
THENCE NORTH 32 DEGREES 25 MINUTES 55 SECONDS WEST, 25.33 FEET;
THENCE NORTH 64 DEGREES 49 MINUTES 13 SECONDS WEST, 177.94 FEET;
THENCE SOUTH 83 DEGREES 54 MINUTES 35 SECONDS WEST, 25.64 FEET;
THENCE SOUTH 52 DEGREES 38 MINUTES 23 SECONDS WEST, 18.42 FEET;
THENCE SOUTH 37 DEGREES 21 MINUTES 37 SECONDS EAST, 115.00 FEET;
THENCE SOUTH 52 DEGREES 38 MINUTES 23 SECONDS WEST, 450.00 FEET;
THENCE NORTH 37 DEGREES 21 MINUTES 37 SECONDS WEST, 115.00 FEET;
THENCE SOUTH 52 DEGREES 38 MINUTES 23 SECONDS WEST, 57.65 FEET;
THENCE SOUTH 7 DEGREES 38 MINUTES 23 SECONDS WEST, 21.21 FEET;
THENCE SOUTH 52 DEGREES 38 MINUTES 23 SECONDS WEST, 50.00 FEET;
THENCE SOUTH 37 DEGREES 21 MINUTES 37 SECONDS EAST, 40.37 FEET TO THE BEGINNING OF A CURVE,
CONCAVE SOUTHWEST, HAVING A RADIUS OF 55.00 FEET;
THENCE SOUTHEASTERLY 16.65 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL
ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING
A RADIUS OF 55.00 FEET;
THENCE SOUTHEASTERLY 50.26 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL
ANGLE OF 52 DEGREES 21 MINUTES 21 SECONDS;
THENCE ON A NON-TANGENT LINE SOUTH 0 DEGREES 12 MINUTES 18 SECONDS EAST, 129.74 FEET TO THE
POINT OF BEGINNING.

SAID PORTION OF LAND CONTAINING **1,147,885** SQUARE FEET, OR
26.3518 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY
EASEMENTS, COVENANTS, RESTRICTIONS, AND/OR RIGHTS-OF-WAYS
OF RECORD OR OTHERWISE.

THIS DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE
ANY SUBDIVISION REGULATIONS OF THE STATE, COUNTY AND/OR
MUNICIPALITY, OR ANY OTHER LAND DIVISION REGULATIONS.



SEE EXHIBIT 'A'

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MAINTENANCE IMPROVEMENT DISTRICT NO. 45 ASSESSMENT DIAGRAM FOR ENTRADA - PHASE 6

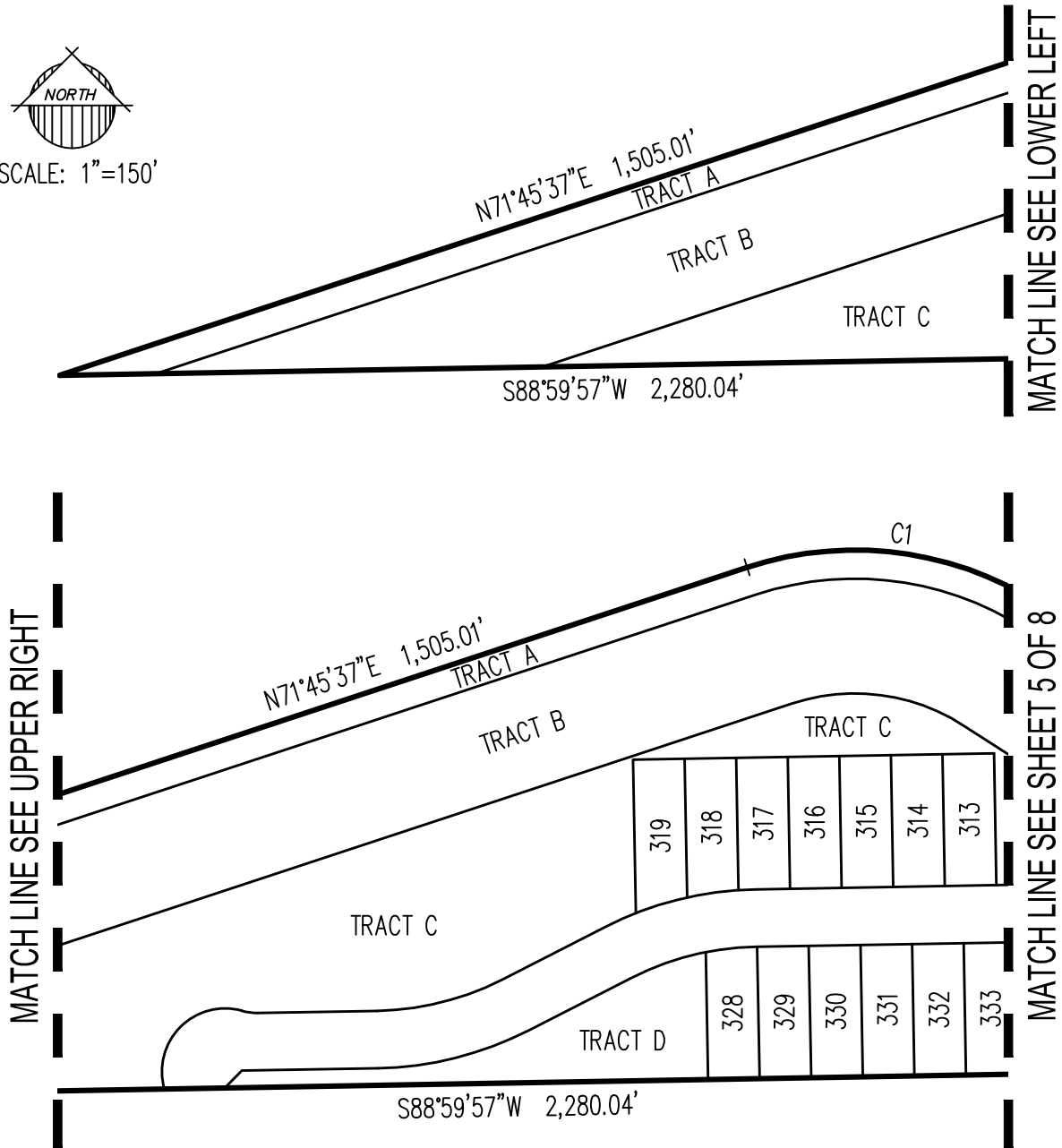


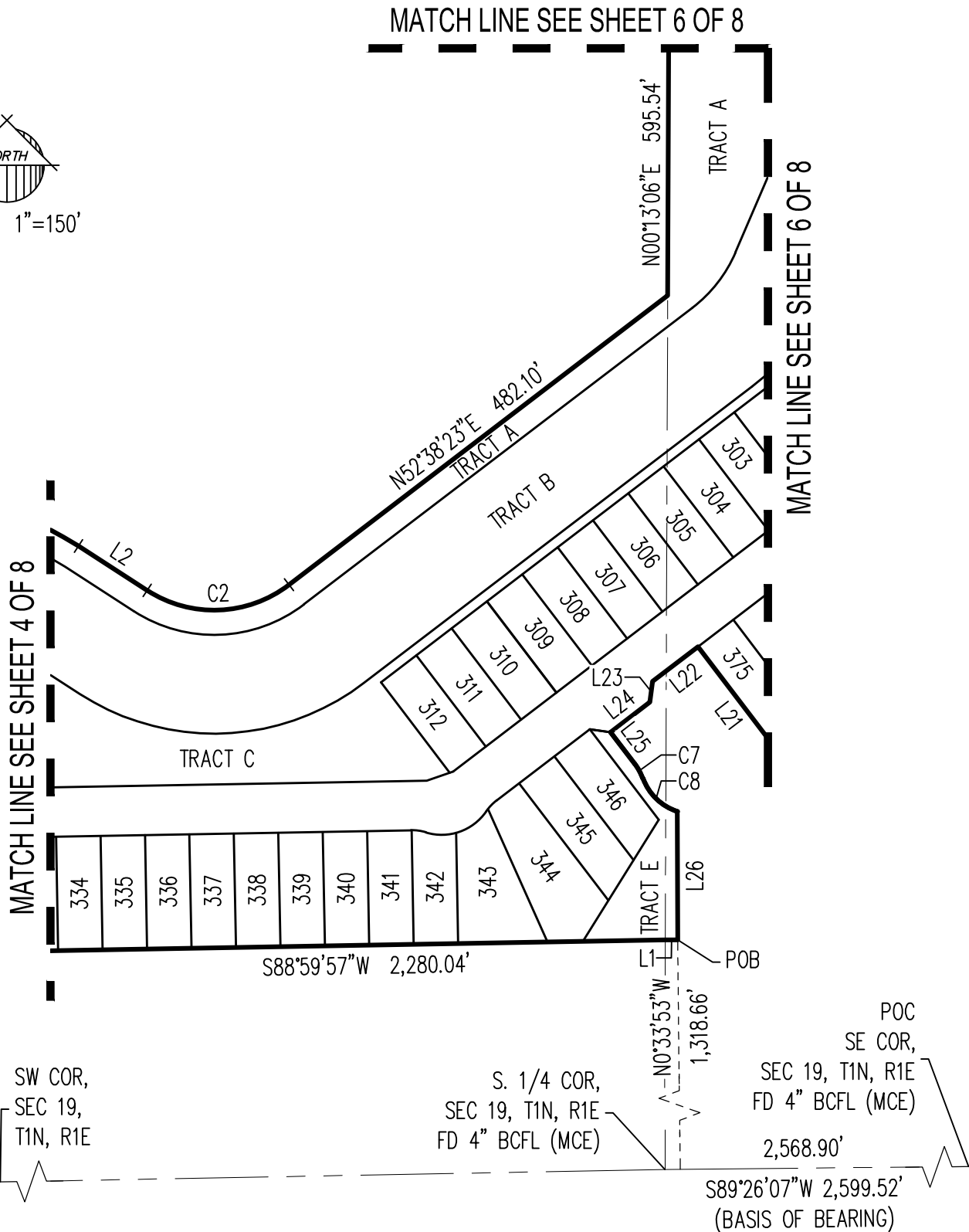
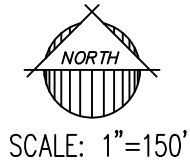
NOTE:

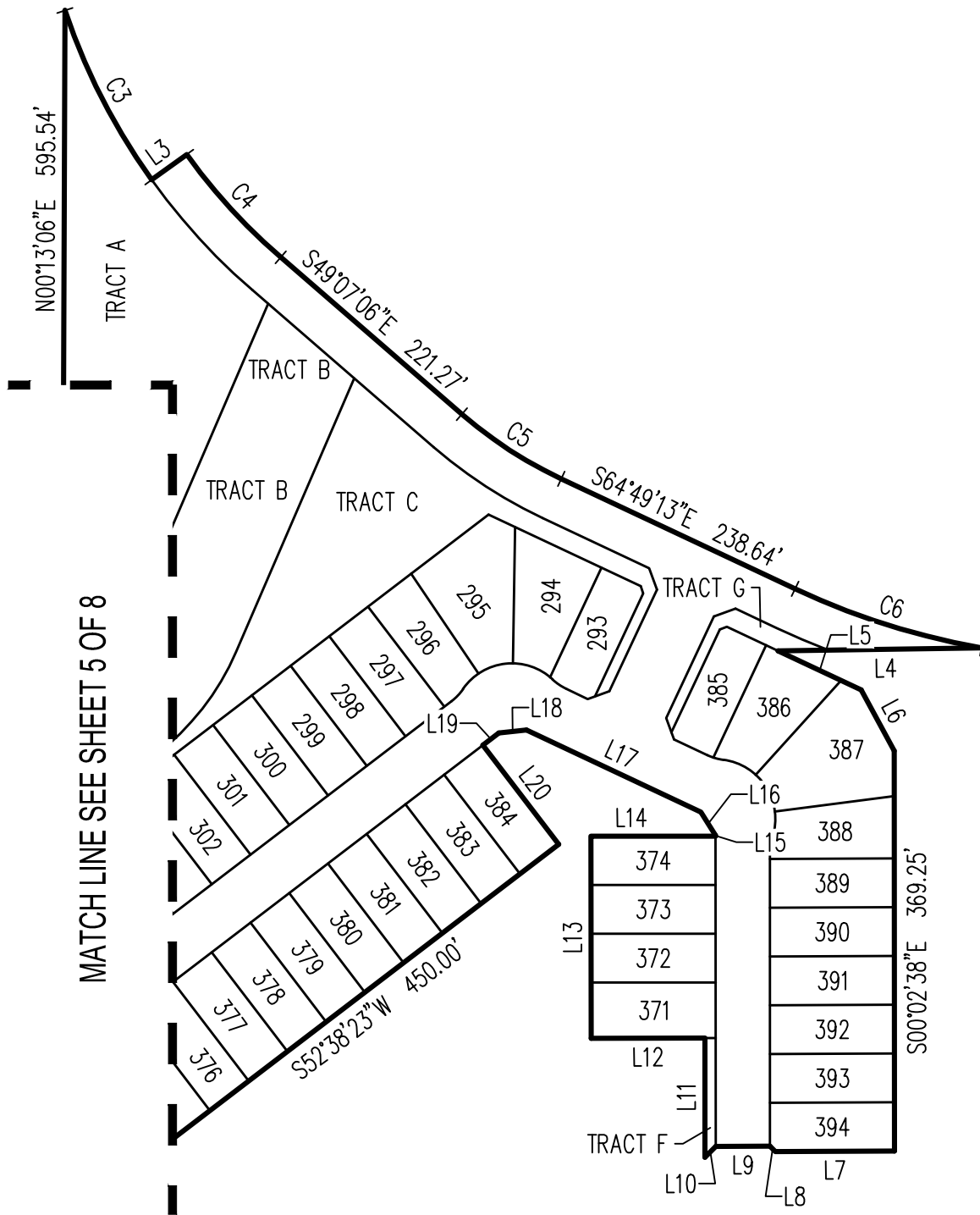
This improvement district is formed for the express purpose of providing the maintenance and operation of the sidewalks, landscaping, landscaped drainage facilities, and related improvements adjacent to and along the public roadways and parkways within the district.



SCALE: 1"=150'







LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
293	5,130	0.1178
294	7,020	0.1611
295	8,770	0.2013
296	5,323	0.1222
297	5,220	0.1198
298	5,220	0.1198
299	5,220	0.1198
300	5,220	0.1198
301	5,220	0.1198
302	5,220	0.1198
303	5,220	0.1198
304	5,220	0.1198
305	5,220	0.1198
306	5,220	0.1198
307	5,220	0.1198
308	5,220	0.1198
309	5,220	0.1198
310	5,220	0.1198
311	5,220	0.1198
312	5,218	0.1198
313	5,175	0.1188

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
314	5,175	0.1188
315	5,175	0.1188
316	5,175	0.1188
317	5,177	0.1188
318	5,291	0.1215
319	5,704	0.1309
328	5,121	0.1176
329	5,179	0.1189
330	5,180	0.1189
331	5,180	0.1189
332	5,180	0.1189
333	5,181	0.1189
334	5,181	0.1189
335	5,181	0.1190
336	5,182	0.1190
337	5,182	0.1190
338	5,183	0.1190
339	5,183	0.1190
340	5,183	0.1190
341	5,184	0.1190
342	5,041	0.1157

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
343	7,849	0.1802
344	9,198	0.2111
345	6,319	0.1451
346	5,556	0.1276
371	5,900	0.1354
372	5,175	0.1188
373	5,175	0.1188
374	5,175	0.1188
375	5,175	0.1188
376	5,175	0.1188
377	5,175	0.1188
378	5,175	0.1188
379	5,175	0.1188
380	5,175	0.1188
381	5,175	0.1188
382	5,175	0.1188
383	5,175	0.1188
384	5,175	0.1188
385	5,149	0.1182
386	6,624	0.1521
387	9,662	0.2218

LOT AREA TABLE

LOT #	AREA (SF)	AREA (AC)
388	5,677	0.1303
389	5,175	0.1188
390	5,175	0.1188
391	5,175	0.1188
392	5,175	0.1188
393	5,175	0.1188
394	5,163	0.1185

TRACT AREA TABLE

TRACT	AREA (SF)	AREA (AC)
TRACT A	120,773	2.7726
TRACT B	267,375	6.1381
TRACT C	175,808	4.0360
TRACT D	17,985	0.4129
TRACT E	8,556	0.1964
TRACT F	1,050	0.0241
TRACT G	2,562	0.0588

RIGHT OF WAY TABLE

PARCEL	AREA (SF)	AREA (AC)
ROW	169,374	3.8883

LINE TABLE

LINE	BEARING	LENGTH
L1	S89°15'08"W	12.59'
L2	S57°11'08"E	82.73'
L3	N54°18'12"E	40.00'
L4	S89°09'36"W	187.62'
L5	S64°49'13"E	84.77'
L6	S28°29'18"E	64.02'
L7	S89°47'42"W	110.00'
L8	N45°07'28"W	7.06'
L9	S89°47'42"W	50.00'
L10	S44°52'32"W	14.16'
L11	N00°02'38"W	110.00'
L12	S89°47'42"W	105.00'
L13	N00°02'38"W	186.46'

LINE TABLE

LINE	BEARING	LENGTH
L14	N89°57'22"E	115.00'
L15	N00°02'38"W	0.83'
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L18	S83°54'35"W	25.64'
L19	S52°38'23"W	18.42'
L20	S37°21'37"E	115.00'
L21	N37°21'37"W	115.00'
L22	S52°38'23"W	57.65'
L23	S07°38'23"W	21.21'
L24	S52°38'23"W	50.00'
L25	S37°21'37"E	40.37'
L26	S00°12'18"E	129.74'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	267.32'	300.00'	51°03'15"	258.56'	S82°42'45"E
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C8	50.26'	55.00'	52°21'21"	48.53'	S46°11'48"E

RESOLUTION 1047-0725

RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 45 – ENTRADA - PHASE 6; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Avondale (the “City Council”) has adopted Resolution 1046-0725 declaring its intent to form the City of Avondale Maintenance Improvement District No. 44 – Entrada - Phase 3; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 48-574(C), as amended, the City Council has immediate jurisdiction to adopt a resolution ordering the improvements pursuant to ARIZ. REV. STAT. § 48-581, as amended.

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

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

SECTION 2. The public interest or convenience require and it is the intention of the City Council to order the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and that the cost of such activities, together with appurtenant structures, be assessed upon a certain improvement district to be known as Avondale Maintenance Improvement District No. 45 – Entrada - Phase 6 (the “District”) as described and depicted on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3. The estimate of the cost and expenses for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the District, and on file with the

Superintendent of Streets (City Engineer) and the City Clerk is approved and adopted by the City Council.

SECTION 4. The City Council determines that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The City Council makes and orders the cost and expense for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and related facilities together with appurtenant structures be chargeable upon the District, the area of which is described and depicted as set forth on Exhibit A, and declare that the District benefited by the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the District, and related facilities together with appurtenant structures to be assessed, shall pay the costs and expenses thereof in proportion to the benefits derived therefrom.

SECTION 5. The City shall not assess the costs and expenses for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the District, and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the District and if a portion of the costs and expenses for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the District is for the general public benefit, the City shall assess the boundaries of the District only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the District.

SECTION 6. The costs and expense for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the District shall be made and all proceedings therein taken; that the Superintendent of Streets of the City (the City Engineer) shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the District to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

SECTION 7. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the City Council as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
July 7, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1047-0725

[Legal Description and Map of Assessment District]

See following pages.

Superintendent of Streets (City Engineer) and the City Clerk is approved and adopted by the City Council.

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[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
July 7, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1047-0725

[Legal Description and Map of Assessment District]

See following pages.



**EXHIBIT A
MAINTENANCE IMPROVEMENT DISTRICT NO. 45
LEGAL DESCRIPTION & EXHIBIT MAP
FOR ENTRADA - PHASE 6**

JOB NO. 21-0147

MARCH 26, 2025

A PORTION OF THE SOUTH 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" M.C. ENGINEERING BRASS CAP FLUSH AT THE SOUTHEAST CORNER OF SAID SECTION 19, FROM WHICH A 4" M.C. ENGINEERING BRASS CAP FLUSH AT THE SOUTH QUARTER CORNER OF SAID SECTION 19, BEARS SOUTH 89 DEGREES 26 MINUTES 07 SECONDS WEST (BASIS BEARING) 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, 2568.90 FEET;

THENCE DEPARTING FROM SAID SOUTH LINE, NORTH 0 DEGREES 33 MINUTES 53 SECONDS WEST, 1318.66 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89 DEGREES 15 MINUTES 08 SECONDS WEST, 12.59 FEET;

THENCE SOUTH 88 DEGREES 59 MINUTES 57 SECONDS WEST, 2280.04 FEET;

THENCE NORTH 71 DEGREES 45 MINUTES 37 SECONDS EAST, 1505.01 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 300.00 FEET;

THENCE SOUTHEASTERLY 267.32 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 51 DEGREES 03 MINUTES 15 SECONDS;

THENCE SOUTH 57 DEGREES 11 MINUTES 08 SECONDS EAST, 82.73 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 125.00 FEET;

THENCE EASTERLY 153.10 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 70 DEGREES 10 MINUTES 29 SECONDS;

THENCE NORTH 52 DEGREES 38 MINUTES 23 SECONDS EAST, 482.10 FEET;

THENCE NORTH 0 DEGREES 13 MINUTES 06 SECONDS EAST, 595.54 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 71 DEGREES 24 MINUTES 41 SECONDS EAST A DISTANCE OF 590.00 FEET;

SEE EXHIBIT 'A'

Page 1 of 8



THENCE SOUTHEASTERLY 176.17 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17 DEGREES 06 MINUTES 29 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 54 DEGREES 18 MINUTES 12 SECONDS EAST, 40.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 54 DEGREES 18 MINUTES 12 SECONDS EAST A DISTANCE OF 550.00 FEET;

THENCE SOUTHEASTERLY 128.84 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13 DEGREES 25 MINUTES 18 SECONDS;

THENCE SOUTH 49 DEGREES 07 MINUTES 06 SECONDS EAST, 221.27 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 400.00 FEET;

THENCE SOUTHEASTERLY 109.62 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15 DEGREES 42 MINUTES 07 SECONDS;

THENCE SOUTH 64 DEGREES 49 MINUTES 13 SECONDS EAST, 238.64 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 680.00 FEET;

THENCE SOUTHEASTERLY 180.81 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15 DEGREES 14 MINUTES 07 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 89 DEGREES 09 MINUTES 36 SECONDS WEST, 187.62 FEET;

THENCE SOUTH 64 DEGREES 49 MINUTES 13 SECONDS EAST, 84.77 FEET;

THENCE SOUTH 28 DEGREES 29 MINUTES 18 SECONDS EAST, 64.02 FEET;

THENCE SOUTH 0 DEGREES 02 MINUTES 38 SECONDS EAST, 369.25 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 42 SECONDS WEST, 110.00 FEET;

THENCE NORTH 45 DEGREES 07 MINUTES 28 SECONDS WEST, 7.06 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 42 SECONDS WEST, 50.00 FEET;

THENCE SOUTH 44 DEGREES 52 MINUTES 32 SECONDS WEST, 14.16 FEET;

THENCE NORTH 0 DEGREES 02 MINUTES 38 SECONDS WEST, 110.00 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 42 SECONDS WEST, 105.00 FEET;

THENCE NORTH 0 DEGREES 02 MINUTES 38 SECONDS WEST, 186.46 FEET;

THENCE NORTH 89 DEGREES 57 MINUTES 22 SECONDS EAST, 115.00 FEET;

SEE EXHIBIT 'A'

Page 2 of 8

EPS Group, Inc. • 1130 N Alma School Road, Suite 120 • Mesa, AZ 85201

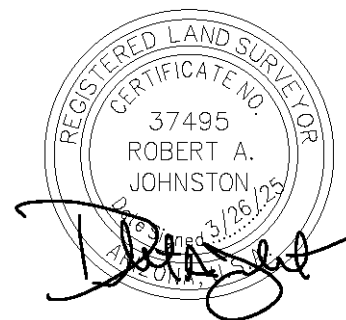
Tel (480) 503-2250 • Fax (480) 503-2258



THENCE NORTH 0 DEGREES 02 MINUTES 38 SECONDS WEST, 0.83 FEET;
THENCE NORTH 32 DEGREES 25 MINUTES 55 SECONDS WEST, 25.33 FEET;
THENCE NORTH 64 DEGREES 49 MINUTES 13 SECONDS WEST, 177.94 FEET;
THENCE SOUTH 83 DEGREES 54 MINUTES 35 SECONDS WEST, 25.64 FEET;
THENCE SOUTH 52 DEGREES 38 MINUTES 23 SECONDS WEST, 18.42 FEET;
THENCE SOUTH 37 DEGREES 21 MINUTES 37 SECONDS EAST, 115.00 FEET;
THENCE SOUTH 52 DEGREES 38 MINUTES 23 SECONDS WEST, 450.00 FEET;
THENCE NORTH 37 DEGREES 21 MINUTES 37 SECONDS WEST, 115.00 FEET;
THENCE SOUTH 52 DEGREES 38 MINUTES 23 SECONDS WEST, 57.65 FEET;
THENCE SOUTH 7 DEGREES 38 MINUTES 23 SECONDS WEST, 21.21 FEET;
THENCE SOUTH 52 DEGREES 38 MINUTES 23 SECONDS WEST, 50.00 FEET;
THENCE SOUTH 37 DEGREES 21 MINUTES 37 SECONDS EAST, 40.37 FEET TO THE BEGINNING OF A CURVE,
CONCAVE SOUTHWEST, HAVING A RADIUS OF 55.00 FEET;
THENCE SOUTHEASTERLY 16.65 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL
ANGLE OF 17 DEGREES 20 MINUTES 29 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING
A RADIUS OF 55.00 FEET;
THENCE SOUTHEASTERLY 50.26 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL
ANGLE OF 52 DEGREES 21 MINUTES 21 SECONDS;
THENCE ON A NON-TANGENT LINE SOUTH 0 DEGREES 12 MINUTES 18 SECONDS EAST, 129.74 FEET TO THE
POINT OF BEGINNING.

SAID PORTION OF LAND CONTAINING **1,147,885** SQUARE FEET, OR
26.3518 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY
EASEMENTS, COVENANTS, RESTRICTIONS, AND/OR RIGHTS-OF-WAYS
OF RECORD OR OTHERWISE.

THIS DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE
ANY SUBDIVISION REGULATIONS OF THE STATE, COUNTY AND/OR
MUNICIPALITY, OR ANY OTHER LAND DIVISION REGULATIONS.



SEE EXHIBIT 'A'

Page 3 of 8

MAINTENANCE IMPROVEMENT DISTRICT NO. 45 ASSESSMENT DIAGRAM FOR ENTRADA - PHASE 6

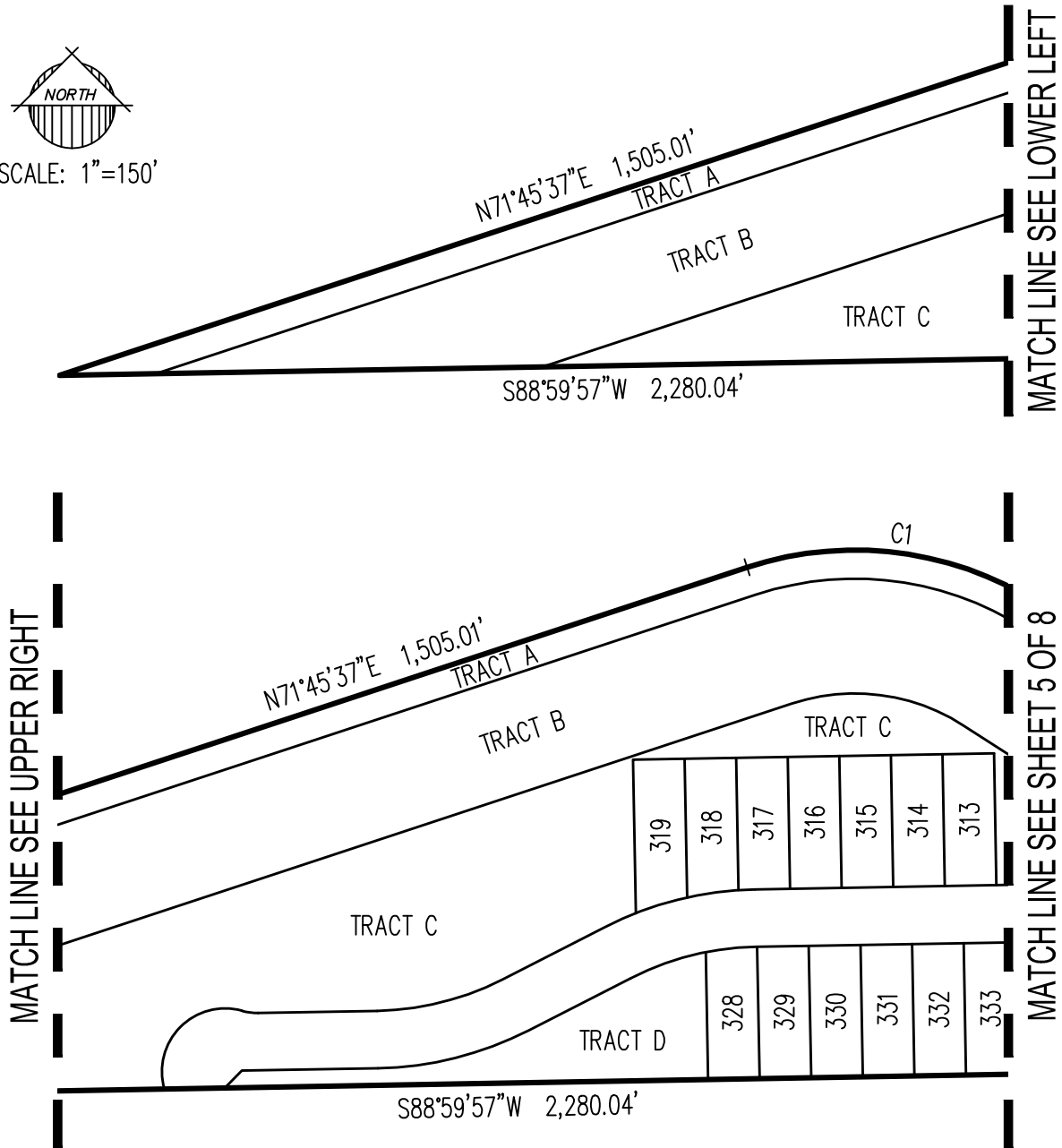


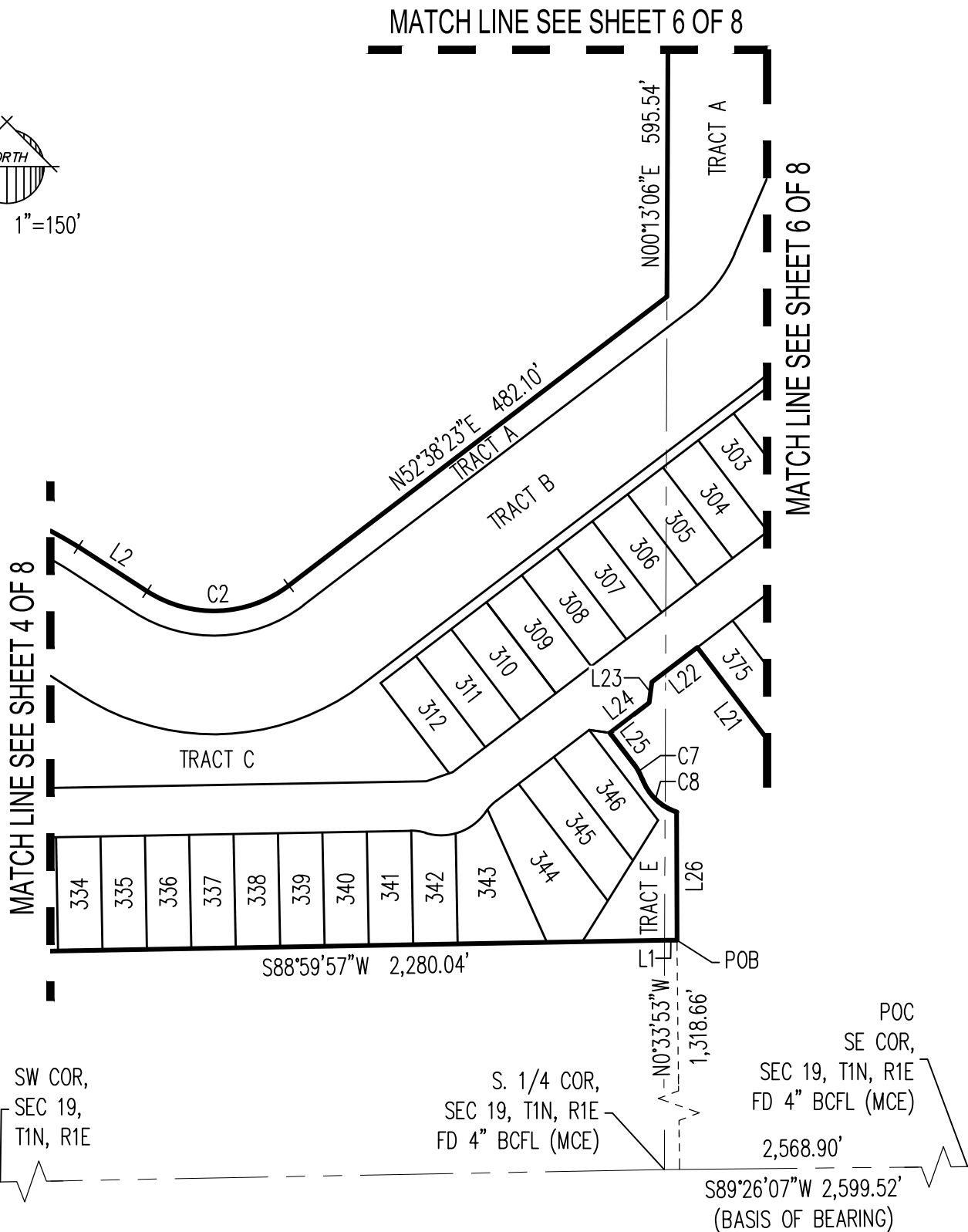
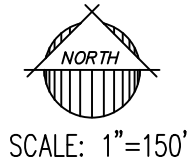
NOTE:

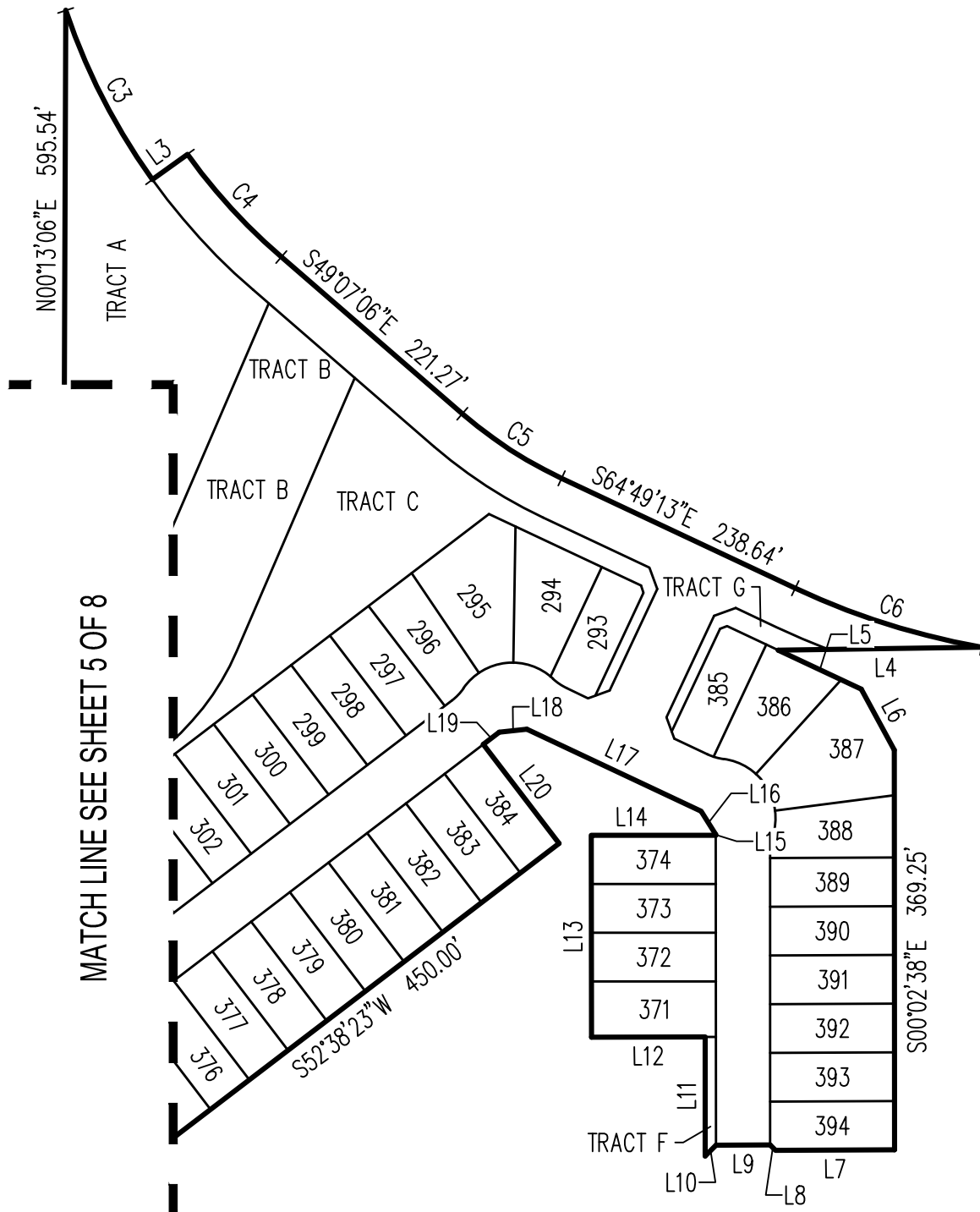
This improvement district is formed for the express purpose of providing the maintenance and operation of the sidewalks, landscaping, landscaped drainage facilities, and related improvements adjacent to and along the public roadways and parkways within the district.



SCALE: 1"=150'







LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
293	5,130	0.1178
294	7,020	0.1611
295	8,770	0.2013
296	5,323	0.1222
297	5,220	0.1198
298	5,220	0.1198
299	5,220	0.1198
300	5,220	0.1198
301	5,220	0.1198
302	5,220	0.1198
303	5,220	0.1198
304	5,220	0.1198
305	5,220	0.1198
306	5,220	0.1198
307	5,220	0.1198
308	5,220	0.1198
309	5,220	0.1198
310	5,220	0.1198
311	5,220	0.1198
312	5,218	0.1198
313	5,175	0.1188

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
314	5,175	0.1188
315	5,175	0.1188
316	5,175	0.1188
317	5,177	0.1188
318	5,291	0.1215
319	5,704	0.1309
328	5,121	0.1176
329	5,179	0.1189
330	5,180	0.1189
331	5,180	0.1189
332	5,180	0.1189
333	5,181	0.1189
334	5,181	0.1189
335	5,181	0.1190
336	5,182	0.1190
337	5,182	0.1190
338	5,183	0.1190
339	5,183	0.1190
340	5,183	0.1190
341	5,184	0.1190
342	5,041	0.1157

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
343	7,849	0.1802
344	9,198	0.2111
345	6,319	0.1451
346	5,556	0.1276
371	5,900	0.1354
372	5,175	0.1188
373	5,175	0.1188
374	5,175	0.1188
375	5,175	0.1188
376	5,175	0.1188
377	5,175	0.1188
378	5,175	0.1188
379	5,175	0.1188
380	5,175	0.1188
381	5,175	0.1188
382	5,175	0.1188
383	5,175	0.1188
384	5,175	0.1188
385	5,149	0.1182
386	6,624	0.1521
387	9,662	0.2218

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394	5,163	0.1185

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L21	N37°21'37"W	115.00'
L22	S52°38'23"W	57.65'
L23	S07°38'23"W	21.21'
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CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
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C3	176.17'	590.00'	17°06'29"	175.52'	S27°08'33"E
C4	128.84'	550.00'	13°25'18"	128.54'	S42°24'27"E
C5	109.62'	400.00'	15°42'07"	109.28'	S56°58'09"E
C6	180.81'	680.00'	15°14'07"	180.28'	S72°26'16"E
C7	16.65'	55.00'	17°20'29"	16.58'	S28°41'22"E
C8	50.26'	55.00'	52°21'21"	48.53'	S46°11'48"E

ITEM NUMBER: 4.h.

SUBJECT: Resolution 1048-0725 - Intergovernmental Agreement for participating in the Arizona Child Abduction Response Team

MEETING DATE: 7/7/2025

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

THROUGH: Dale Nannenga, Assistant City Manager, (623) 333-1017

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Public Health and Safety – The participation in the Arizona Child Abduction Response Team will allow for additional resources both investigative and personnel to investigate, arrest, and prosecute those involved in criminal child kidnapping, abduction, false imprisonment, and similar related violations.

PURPOSE:

City Council will consider a request to adopt Resolution 1048-0725, authorizing the Avondale Police Department's participation in an intergovernmental agreement (IGA) with the Arizona Child Abduction Response Team and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Arizona Child Abduction Response Team (AZ-CART) is a multi-agency task force that focuses on the search and recovery of missing or abducted children. It includes members from local, state, and federal agencies, working together to respond to child abduction cases. AZ-CART aims to provide a rapid and coordinated response, utilizing specialized investigators and resources to locate endangered children. AZ-CART is designed to respond quickly to abduction incidents, deploying personnel and resources as needed. The Avondale Police Department has been part of the AZ-CART since 2010.

DISCUSSION:

The Avondale Police Department currently has eight employees throughout the department who have been trained and are members of the AZ-CART. The team includes investigators with specialized skills and experience in child abduction cases. AZ-CART participates in training programs and collaborates with national organizations like the AMBER Alert Training and Technical Assistance Program (AATTAP), the FBI, and the [National Center for Missing & Exploited Children](#) (NCMEC). AZ-CART also participates in full-scale exercises to ensure readiness and coordination among different agencies.

This request is to renew the IGA with AZ-CART until June 30, 2030.

BUDGET IMPACT:

All costs associated with an AZ-CART response by Avondale Police Department staff are paid for with existing salary and/or overtime budgeted funds. The eight trained members are integrated across the department, and each staff member uses budgeted funds from their respective cost centers. No additional funds are being requested.

RECOMMENDATION:

Staff recommends that the City Council adopts a resolution authorizing the Avondale Police Department's participation in the Intergovernmental Agreement for participating in the Arizona Child Abduction Response Team, and authorize the Mayor, or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

Contact person for document distribution: Memo Espinoza, Chief of Police 623-333-7235

RESOLUTION NO. 1048-0725

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR THE CREATION OF AND PARTICIPATION IN THE ARIZONA CHILD ABDUCTION RESPONSE TEAM.

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

SECTION 1. The Intergovernmental Agreement for the creation of and participation in the Arizona Child Abduction Response Team (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 7, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1048-0725

[Agreement]

See following pages.

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**INTERGOVERNMENTAL AGREEMENT
FOR THE CREATION OF AND PARTICIPATION IN THE
ARIZONA CHILD ABDUCTION RESPONSE TEAM**

This Agreement is entered into by the “public agencies,” as defined in A.R.S. § 11-951, that have executed and recorded this Agreement in accordance with the law, and as set forth in Section 1 (each, a “Party,” and collectively, the “Parties”).

1. PARTICIPATING PUBLIC AGENCIES.

A. The Parties to this Agreement are subject to change as additional public agencies are invited to join, and as others withdraw. In either event, the State Coordinating Agency (defined below) will distribute an updated Party list to all Parties.

B. Each Party shall provide a copy of its fully executed Agreement to the AZCART State Coordinating Agency for distribution to every other Party.

2. PURPOSE.

A. The purpose of this Agreement is to establish the Arizona Child Abduction Response Team (AZCART), the primary goal of which is to provide a pool of specialized investigators available to dedicate intensive investigative, preventive, and general law enforcement efforts, primarily focused on cases involving abducted and at-risk missing children. Parties may request and render law enforcement assistance to each other to address serious violations of law, including, but not limited to, the investigation, arrest, and prosecution of those involved in criminal child kidnapping, abduction, false imprisonment, and similar or related violations (utilizing state and federal law and prosecutions, and forfeitures, as appropriate), and the rescue of the abducted child or children.

B. The geographical jurisdiction of each Party relative to one another makes it beneficial to enter into this Agreement, enabling the exchange of mutual aid through law enforcement services and resources, and facilitating responses to ongoing multi-jurisdictional criminal activities.

3. AUTHORITY.

A. The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. §§ 11-951 *et seq.* and 13-3872, and their respective governing authorities.

B. If any tribal community requests AZCART assistance, consideration should be given to granting tribal peace officer authority to all assisting Parties for the duration of the Activation (defined below) within the applicable tribal jurisdiction if and when required.

1 **4. TERM.**

2
3 A. This Agreement shall become effective upon execution by the Parties and filing
4 with the appropriate County Recorder and shall remain in effect until June 30, 2030, unless
5 otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more
6 Parties to execute this Agreement shall not invalidate it as to those Parties who did execute this
7 Agreement. Any Party may withdraw from this Agreement with or without cause by giving thirty
8 calendar days' written notice to the other Parties.
9

10 B. This Agreement may be administratively extended by each Party at the direction of
11 their respective chief law enforcement officer and as authorized by their respective governing
12 bodies, on or before the termination date, for an additional five-year period by notifying the other
13 Parties in writing. Any Party which fails to do so by the termination date shall no longer be a Party
14 to the Agreement.
15

16 **5. STEERING COMMITTEE; COORDINATING AGENCIES.**

17
18 A. Steering Committee.
19

20 (1) A steering committee is hereby established, and each Party shall have the
21 right to appoint a representative to it (the "Steering Committee").
22

23 (2) The Steering Committee is led by the current State Coordinating Agency
24 (defined below) and is tasked with meeting quarterly, either in person or virtually, at the discretion
25 of the State Coordinating Agency, to discuss AZCART-related issues, gather feedback on current
26 and past Activations, prepare quarterly training for Parties, and seek and select appropriate
27 agencies for rotation as Branch Coordinating Agencies.
28

29 (3) The Steering Committee shall select, subject to final approval of the Parties'
30 chief law enforcement officers, one lead coordinating agency (the "State Coordinating Agency"),
31 and two branch (Northern and Southern) coordinating agencies (respectively, the "Northern
32 Branch Coordinating Agency" and the "Southern Branch Coordinating Agency"), each selected on
33 a rotating basis for a term of at least one year, which shall correspond with the effective date of
34 this Agreement.
35

36 (4) If multiple Parties wish to become a Branch Coordinating Agency, the
37 Steering Committee shall determine the outcome by majority vote during its designated fourth
38 quarter meeting, with the current State Coordinating Agency serving as the tiebreaker if needed.
39

40 (5) If all replacement Branch Coordinating Agencies are not identified by the
41 fourth quarter meeting, the current Coordinating Agency may choose to stay in place on a month-
42 to-month basis until a replacement agency is found.
43

1 (6) If a Branch Coordinating Agency cannot be determined, then the Activation
2 responsibilities of that Branch will fall back under the State Coordinating Agency until a
3 replacement is found.
4

5 B. Coordinating Agencies; Coordinators.
6

7 (1) Each Coordinating Agency shall select and be led by its own individual
8 Coordinator selected from within the Coordinating Agency.
9

10 (2) If a Coordinator is unable to complete their term due to retirement,
11 resignation, change in primary assignment, promotion, or for any other reason, the Coordinating
12 Agency shall name a replacement Coordinator to fulfill the remainder of the year term.
13

14 (3) Coordinators are responsible for coordinating ongoing training, meetings,
15 or other necessary functions in support of AZCART's operational effectiveness.
16

17 (4) The State Coordinator is responsible for mediating any jurisdictional or
18 Activation disputes between the Parties during an Activation. If such mediation fails, the issue
19 shall be brought to the attention of the applicable AZCART chief law enforcement officers or their
20 designees for appropriate resolution.
21

22 C. State Coordinating Agency.
23

24 (1) The State Coordinating Agency holds primary responsibility for U.S.
25 Department of Justice certification, compliance, and reporting, and for ensuring compliance with
26 intergovernmental agreements within Arizona.
27

28 (2) The State Coordinating Agency also holds primary responsibility for
29 Activations in Maricopa, Yuma, Pinal, La Paz, Gila, Graham, and Greenlee Counties; for handling
30 primary vetting of Activation requests to ensure criteria have been adequately met; and for
31 providing oversight and support to any Northern or Southern Branch Activations.
32

33 D. Branch Coordinating Agencies.
34

35 (1) The Northern Branch Coordinating Agency falls under the responsibility
36 and oversight of the State Coordinating Agency and holds primary responsibility for coordinating
37 the response for Activations in Mohave, Coconino, Yavapai, Navajo, and Apache Counties.
38

39 (2) The Southern Branch Coordinating Agency falls under the responsibility
40 and oversight of the State Coordinating Agency and holds primary responsibility for coordinating
41 the response for Activations in Pima, Santa Cruz, and Cochise Counties.
42

1 **6. ACTIVATION, PROCEDURES, AND RESOURCES.**

2
3 A. Any Party or authorized representative may request AZCART “Activation.” which
4 can include but is not limited to any of the following:

5
6 (1) A Limited Team (Hasty Team) callout for the purposes of consulting with
7 the primary jurisdiction.

8
9 (2) A branch-only callout for conducting a specific task.

10
11 (3) A Technical Team callout for cell tower analysis, foreign language
12 translation, dedicated forensic interviews, specialized equipment, etc.

13
14 (4) A Full Team callout for neighborhood and roadside canvassing, criminal
15 investigation assistance, lead management assistance, area searches, crime scene management
16 assistance, intelligence gathering, etc.

17
18 B. The Party or its authorized representative requesting Activation must contact the
19 Arizona Department of Public Safety Duty Office (**602-223-2212**) to connect with the State
20 Coordinator or their designee to vet the Activation request.

21
22 C. The criteria for an Activation include one or more of the following: confirmed or
23 suspected non-family child abduction; confirmed or suspected family or non-custodial parent
24 abduction involving endangerment circumstances; or any other at-risk missing child investigation
25 that requires an immediate response to protect the life or well-being of a child, as determined by
26 the AZCART State Coordinator or their designee.

27
28 (1) Endangerment circumstances are defined as situations in which a child’s life
29 or well-being is perceived to be at risk due to violence or health conditions, or when the abducting
30 party poses a potential threat of violence or is expected to otherwise endanger the child.

31
32 (2) At-risk factors can include but are not limited to any of the following:
33 special needs due to a medical diagnosis or diagnosed behavioral condition; life-threatening health
34 issues; medication or drug dependence; being 13 years old or younger (at risk of exploitation);
35 signs consistent with sexual exploitation; or absence inconsistent with established patterns of
36 behavior without explanation.

37
38 D. The Party with legal jurisdiction over the incident or investigation will remain as
39 the lead agency for the duration of a particular Activation, with support from other Parties.

40
41 E. Each Party shall, to the best of its ability, designate at least one sworn law
42 enforcement officer to be available, along with supporting equipment such as vehicles, to support
43 an Activation.

1 F. Each Party shall designate a primary representative to participate in Activations,
2 meetings, trainings, etc., and shall immediately inform the other Parties when such designations
3 change. If a primary representative is not available, or as the situation dictates, a Party may provide
4 officers not normally designated as representatives to support an Activation.

5
6 G. Each Party shall have the sole discretion to determine how many and how long any
7 of its personnel or resources will be assigned in support of an Activation.

8 9 **7. COSTS AND REIMBURSEMENT.**

10
11 Each Party is responsible for its own costs incurred in implementing this Agreement, including,
12 but not limited to, employee salaries, shift differentials, overtime compensation, benefits, vehicles,
13 and equipment. If any Party receives grant funds designated for the Arizona Child Abduction
14 Response Team, some or all of these expenses may be reimbursed to the Parties. Under no
15 circumstances shall any Party charge the other Parties any administrative fees for work performed
16 under this Agreement.

17 18 **8. MISCELLANEOUS.**

19
20 A. Independent Authority and Judgment. Nothing within this Agreement shall be
21 construed to limit the ability of the Parties to assist with or otherwise engage in law enforcement
22 activities outside this Agreement. Except as otherwise provided by law, in the performance of this
23 Agreement, the Parties act in their individual governmental capacities and not as agents,
24 employees, or partners of the other Parties. The employees, agents, or subcontractors, of one party
25 shall not be deemed or construed to be the employees, agents, or subcontractors of another Party.
26 At all times relevant to the performance of this Agreement, each Party shall maintain an
27 independent chain of command and exercise its own independent law enforcement judgement.

28
29 B. Non-Discrimination. Parties shall comply with all applicable provisions of state and
30 federal nondiscrimination laws and regulations, including, but not limited to, that all persons,
31 regardless of race, color, religion, sex, age, marital status, sexual orientation, gender identification
32 or expression, genetic characteristics, familial status, national origin or political affiliation, U.S.
33 military veteran status, or disability, shall have equal access to employment opportunities and all
34 other federal and state employment and educational opportunity laws, rules, and regulations,
35 including the Americans with Disabilities Act; provided however, tribal communities are subject
36 to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

37
38 C. Indemnification. To the extent permitted under applicable laws, each Party (as
39 “Indemnitor”) agrees to defend, indemnify, and hold harmless the other Parties (as “Indemnitee”)
40 from and against any and all claims, losses, liabilities, costs, or expenses (including reasonable
41 attorney’s fees) (collectively, “Claims”) arising out of bodily injury of any person (including death)
42 or property damage, but only to the extent that such Claims are caused by negligent act or omission
43 or other fault of the Indemnitor, its officers, officials, agents, employees, or contractors. Failure of
44 a Party to comply with the terms of this Agreement shall not provide the basis for any third-party
45 action against any of the Parties.

1
2 D. Governing Law; Venue. This Agreement shall be governed by the laws of the State
3 of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa
4 County, Arizona, unless the subject matter of the dispute involves a tribal community, in which
5 case venue shall be in the Federal District Court for the State of Arizona.
6

7 E. Disputes.
8

9 (1) The Parties shall make every effort to resolve all disputes arising out of or
10 relating to this Agreement through arbitration after exhausting applicable administrative review to
11 the extent required by law.
12

13 (2) If any legal action is brought by either Party to enforce any provision of this
14 Agreement, the prevailing Party may recover from the other Party reasonable attorneys' fees and
15 court costs in such amounts as allowed by the court.
16

17 F. Cancellation pursuant to A.R.S. § 38-511. The Parties reserve all rights that each
18 may have to cancel this Agreement pursuant to A.R.S. § 38-511.
19

20 G. Counterparts. This Agreement may be executed simultaneously or in counterparts,
21 each of which constitutes an original, but all of which together constitute one and the same
22 agreement. Neither a signature for every Party nor a signature line shall be required in each
23 counterpart except that on a counterpart being brought forward by a Party to its legislative body or
24 equivalent for approval, that particular counterpart shall have to be signed and executed in
25 accordance with that Party's practice. The signature pages from one or more counterparts may be
26 removed from such counterparts and attached to a single instrument so that the signatures of all
27 Parties may be physically attached to a single document.
28

29 H. Worker's Compensation. Pursuant to A.R.S. § 23-1022(D), for the purposes of
30 worker's compensation coverage, an employee of a public agency who works under the
31 jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant
32 to a specific intergovernmental agreement or contract entered into between the public agencies
33 pursuant to A.R.S. § 11-952, is deemed to be an employee of both public agencies for the purposes
34 of this section. The primary employer shall be solely liable for the payment of workers'
35 compensation benefits for the purposes of this section.
36

37 I. Severability. In the event that any provision of this Agreement shall be held invalid
38 or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity
39 or enforceability of any other provision hereof.
40

41 J. Entire Agreement. This Agreement contains the entire understanding between the
42 Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements.
43 This Agreement may be amended only by an instrument in writing and signed by all the
44 participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend

1 this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for
2 convenience and shall not affect interpretation.

3
4 K. Recording. This Agreement shall be recorded with the appropriate County Recorder
5 as described above upon its execution, and a copy shall be forwarded to each Party.

6
7 L. E-Verify. To the extent applicable under A.R.S. § 41-4401, each Party warrants
8 compliance with all federal immigration laws and regulations that relate to their employees and
9 their compliance with the E-Verify requirements under A.R.S. § 23-214(A). Failure to comply with
10 such warranty shall be deemed a material breach of this Agreement and may result in the
11 termination of this Agreement. All Parties retain the legal right to inspect the papers of any
12 employee who works pursuant to this Agreement or any related subcontract to ensure compliance
13 with this warranty, and to conduct random verifications of the employment records of any other
14 Party to ensure compliance with this warranty. A Party will not be considered in material breach
15 of this Agreement if it establishes that it has complied with the employment verification provisions
16 prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the
17 E-Verify requirements prescribed by A.R.S. §23-214(A). The provisions of this section must be
18 included in any contract any Party enters into with any contractors or subcontractors who provide
19 services under this Agreement.

20
21 M. Notices. Any notice required to be given under this Agreement will be provided to
22 all Parties, with notice directed to each Party's chief law enforcement and chief legal officers.

23
24 N. Non-Appropriation. Every payment obligation of each of the Parties under this
25 Agreement is conditioned upon the availability of funds appropriated and allocated for the payment
26 of such obligation. If a Party's funds are not appropriated, allocated, and available, or if the
27 appropriation is changed by the legislature or other governing body, resulting in funds no longer
28 being available for the continuance of that Party's participation in this Agreement, that Party may
29 terminate its participation in this Agreement as of the end of the period for which funds are
30 available by providing written notice in advance to the Parties. No liability shall accrue to the Party
31 in question in the event this provision is exercised, and that Party shall not be obligated or liable
32 for any future payments or for any damages as a result of termination under this paragraph.

33
34 O. Compliance with Laws. Each Party shall comply with all laws, rules, and
35 regulations, as applicable, without limitation to those designated within this Agreement.

36
37 P. Provisions Required by Law. Each and every provision of law and any clause
38 required by law to be in this Agreement will be read and enforced as though it were included herein
39 and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted,
40 then upon the application of a Party, this Agreement will promptly be physically amended to make
41 such insertion or correction.

42
43 (SIGNATURES FOLLOW)
44

1 **IN WITNESS WHEREOF**, the Party named below has executed this Agreement on

2 _____.

3
4
5 _____
6 Party

7 _____
8 Signature

9 _____
10 Name

11 _____
12 Title

13 **REVIEWED (Chief LEO):**

14 _____
15 Signature

16 _____
17 Name

18 _____
19 Title

20 **ATTESTED:**

21 _____
22 Signature

23 _____
24 Name

25 _____
26 Title

27
28
29
30 In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who
31 determined that this Agreement is in appropriate form and is within the powers and authority of
32 the Party identified above, with no representation as to the power or authority of any other Party:
33

34 _____
35 Signature

36 _____
37 Name

38 _____
39 Title

ITEM NUMBER: 4.i.

SUBJECT: Ordinance 2024-0725 – SRP Power Distribution Easement for Civic Center Park

MEETING DATE: 7/7/2025

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 request to adopt Ordinance 2024-0725, authorizing the granting of a power distribution easement to the Salt River Project (SRP) in connection with the Civic Center Park Project and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On 02/27/2023, City Council adopted Ordinance 2012-0223 authorizing the granting of two power distribution easements to the Salt River Project (SRP) in connection with the Civic Center Park Project to provide electrical services to the site. The easements are located on city-owned parcels that house the Civic Center Library and the future Civic Center Park, which is currently under construction.

SRP has revised their plans, which will move their electrical cabinet to the northeastern corner of the library site. To accommodate the placement of the cabinet and provide for future maintenance and access, the City must grant SRP an easement.

DISCUSSION:

A power distribution easement containing +/-336 square feet will be granted along City property identified by APN 101-01-010. The easement is generally located south of Van Buren Street and east of Avondale Boulevard.

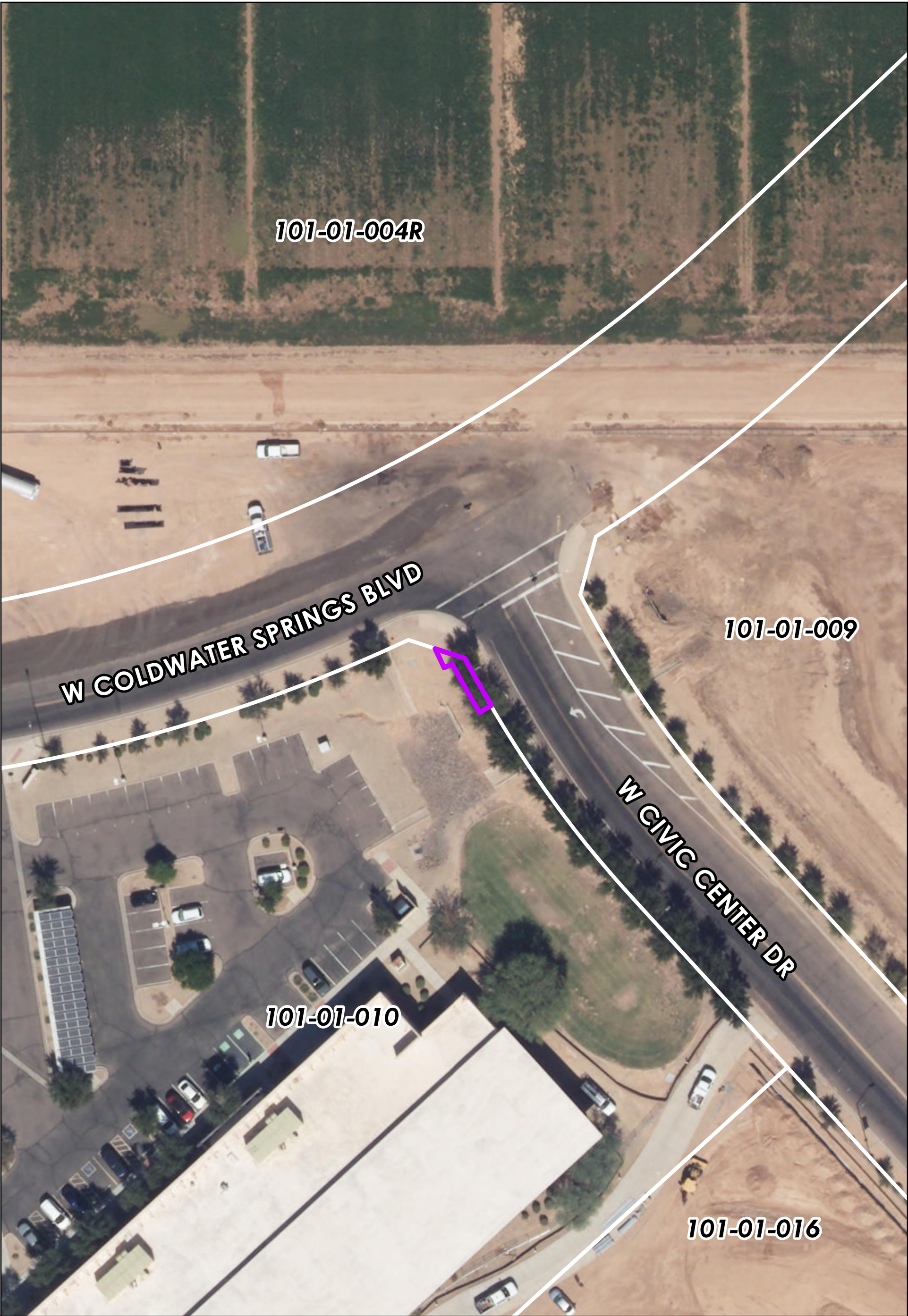
BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt Ordinance 2024-0725, authorizing the granting of a power distribution easement to the Salt River Project (SRP) in connection with the Civic Center Park Project and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore



SRP Easement on Coldwater Springs Blvd and Civic Center Dr



— SRP Easement

Not to Scale



ORDINANCE NO. 2024-0725

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING A POWER DISTRIBUTION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AT AVONDALE BOULEVARD AND LOWER BUCKEYE ROAD FOR THE CIVIC CENTER PARK PROJECT.

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

SECTION 1. A power distribution easement is hereby granted to Salt River Project Agricultural Improvement and Power District, in substantially the form and substance attached hereto as Exhibit 1 and incorporated herein by reference, through, over, under and across $\pm$ 336 square feet of real property, generally located along City-owned parcel APN 101-01-010, south of Van Buren Street and east of Avondale Boulevard, as depicted and described as part of Exhibit A to the easement form attached hereto as Exhibit 1.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 7, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2024-0725

[Power Distribution Easement]

See following pages.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB 10W
P. O. Box 52025
Phoenix, Arizona 85072-2025

**EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

POWER DISTRIBUTION EASEMENT

Maricopa County

Parcel #: 101-01-010

NW ¼, SEC 07, T01N, R01E

R/W#: _____

Job #: LJ89394

W: _____

Agt: Henry A Soliz

T3435752

C: ASM

LR #: LR87895

**City of Avondale,
an Arizona municipal corporation**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, and its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee's employees, contractors, licensees, and invitees, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conduits and conductors, pipes, cables, switching equipment, transformers, pad-mounted equipment, enclosures, manholes, vaults, and all other appliances, appurtenances and fixtures (collectively, "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel (defined below), as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of access to and from the Easement Parcel, over, across, through and along Grantor's Property (defined below) (collectively, the "Easement"). Grantee is hereby authorized to permit others to use the Easement for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which the Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Northwest quarter of Section 07, Township 01 North, Range 01 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as 'LOT 2' in Book 642 Page 07, Instrument 2003-0869328 records of Maricopa County, Arizona.

Easement Parcel:

See Exhibit “A” Attached Hereto and Made a Part Hereof

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

The Easement is governed by the following terms and conditions:

1. Modification of Easement Parcel. Grantor acknowledges that field conditions may result in the Facilities being installed within Grantor’s Property in a location that is not within the Easement Parcel. Promptly after discovering the construction or installation of any Facilities outside of the Easement Parcel, Grantee shall obtain Grantor’s agreement with and execution of an amendment to this Easement modifying the legal description of the Easement Parcel to reflect the actual location of the Facilities (the “Amendment”). Upon the recordation of the Amendment, such revised legal description shall have the same force and effect, and create the same priority of interest, as if recorded concurrently with this instrument. Grantor may consent to the execution and recordation of the Amendment through the exercise of its sole discretion.
2. Prohibited Activities. Grantor shall not, whether directly or indirectly by granting permission, construct, install, or place any building or other structure, plant any trees, drill any wells, store materials of any kind, or alter the ground level, within the Easement Parcel. This paragraph 2 does not prohibit the use of the Easement Parcel for such purposes as landscaping (except trees), paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Easement, and does not interfere with the efficient operation and maintenance of the Facilities, including access thereto. To obtain clarification as to whether or not a particular construction activity is prohibited by the first sentence of this paragraph 2, Grantor may request Grantee’s prior written approval to grade or install improvements (“Work”) within the Easement Parcel by submitting all construction, grading, or other development plans, as applicable, describing the proposed Work. Grantee may grant or deny such approval through the exercise of Grantee’s sole discretion, provided that Grantee’s review and right to approve shall be limited to whether the proposed Work conflicts with the existing Facilities, including access thereto. Any such approval is hereby subject to Grantor complying with all other provisions of this Easement.
3. Clear Areas. Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear area that extends 12.00 feet immediately in front of all transformer and other equipment openings (“Clear Areas”). No improvements, fixtures, trees, shrubs, or other obstructions shall be placed within the Clear Areas. Grantee shall have the right (but not the obligation) to remove any obstructions within the Clear Areas.
4. Additional Grantee Rights. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel or the Clear Areas, whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantor agrees that any fences or walls which now cross or hereafter cross Grantor’s Property will not prevent Grantee’s access to the Easement Parcel or the Facilities. Grantor further agrees that Grantee can use gates on all such fences or walls for such access.

5. Perpetual Nature of Easement. The Easement, and Grantee's rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledged by Grantee. Upon such recordation, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.
6. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns.
7. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.
8. Private Use. The provisions of this instrument are not intended to and do not constitute a public utility easement or any other grant, dedication, or conveyance for public use of the Easement Parcel.
9. Warranty of Title. Grantor represents and warrants that: (i) fee simple title to the Grantor's Property and Easement Parcel is vested in Grantor, and (ii) Grantor has full power and authority to grant the Easement and to perform its obligations under this instrument.
10. Authority to Bind Grantor. The individual executing this instrument represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor, and (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity).

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, **City of Avondale, an Arizona municipal corporation** has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, 2025.

CITY OF AVONDALE,

By _____

Its _____

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by _____ as _____ respectively, of **City of Avondale, an Arizona municipal corporation** of the State of Arizona.

Notary Public

My Commission Expires

EXHIBIT "A"

SRP JOB NUMBER: T3435752

SRP JOB NAME: CITY OF AVONDALE CIVIC CENTER PARK

TTRRSS: 01N01E07

DATE: 04-24-2025

PAGE: 1 OF 3

AN EASEMENT WITHIN A PARCEL OF LAND AS DESCRIBED PER DOCUMENT 2003-0869328 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 7, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 7, BEING A BRASS CAP IN HAND HOLE, BEARS NORTH 00 DEGREES 20 MINUTES 46 SECONDS WEST, A DISTANCE OF 2582.28 FEET (**BASIS OF BEARINGS**);

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7, NORTH 00 DEGREES 20 MINUTES 46 SECONDS WEST, A DISTANCE OF 1145.08 FEET;

THENCE NORTH 89 DEGREES 39 MINUTES 14 SECONDS EAST, A DISTANCE OF 1231.29 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 553.00 FEET WHICH BEARS NORTH 58 DEGREES 51 MINUTES 12 SECONDS EAST AND THE **POINT OF BEGINNING**;

THENCE NORTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A DELTA ANGLE OF 03 DEGREES 03 MINUTES 19 SECONDS, AN ARC DISTANCE OF 29.49 FEET;

THENCE SOUTH 64 DEGREES 31 MINUTES 59 SECONDS WEST, A DISTANCE OF 5.20 FEET;

THENCE NORTH 25 DEGREES 28 MINUTES 01 SECONDS WEST, A DISTANCE OF 12.28 FEET TO THE LIMITS OF AN 8.00 FEET PUBLIC UTILITY EASEMENT PER BOOK 642, PAGE 7 MCR;

THENCE ALONG SAID PUBLIC UTILITY EASEMENT, SOUTH 71 DEGREES 53 MINUTES 59 SECONDS EAST, A DISTANCE OF 18.25 FEET;

THENCE CONTINUING ALONG SAID PUBLIC UTILITY EASEMENT, SOUTH 28 DEGREES 05 MINUTES 30 SECONDS EAST, A DISTANCE OF 2.35 FEET TO A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 545.00 FEET;

THENCE CONTINUING ALONG SAID PUBLIC UTILITY EASEMENT, SOUTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A DELTA ANGLE OF 03 DEGREES 03 MINUTES 19 SECONDS, AN ARC DISTANCE OF 29.06 FEET TO THE LIMITS OF A SALT RIVER PROJECT (SRP) EASEMENT PER DOCUMENT 2023-0101856 MCR;

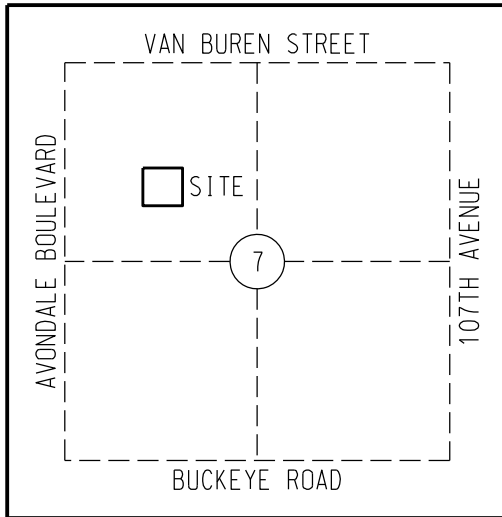
THENCE ALONG SAID SRP EASEMENT, SOUTH 58 DEGREES 51 MINUTES 12 SECONDS WEST, A DISTANCE OF 8.00 FEET TO SAID **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS AN AREA OF 336.10 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION



EXHIBIT "A"



VICINITY MAP (NTS)
T1N, R1E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF EASEMENT
- EXISTING EASEMENT AS NOTED
- TIE LINE
- ◆ SECTION CORNER AS NOTED

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
FND	FOUND
MCR	MARICOPA COUNTY RECORDER
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE



BASIS OF BEARINGS:
BASED ON THE MARICOPA COUNTY
LOW DISTORTION PROJECTION
COORDINATE SYSTEM.

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW
OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.



SURVEY DIVISION
LAND DEPARTMENT

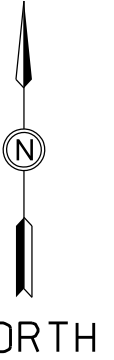
SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SRP JOB NUMBER: T3435752	SCALE: NTS
AGENT: SOLIZ	SHEET: 2 OF 3
DRAWN: K THOMAS	SHEET SIZE: 8.5"x11"
DATE: 04-24-2025	ASM REVISION: 0

CITY OF AVONDALE
CIVIC CENTER PARK
FEEDER EXT
NW 1/4 SECTION 7
T.1 N., R.1 E.

NORTHWEST CORNER SECTION 7
FND BRASS CAP IN HAND HOLE
LVI: 04-13-2018

EXHIBIT "A"



1399.90'
2582.28' (M)
37.30'
N00°20'46"W
1145.08'

COLDWATER SPRINGS BOULEVARD

CIVIC CENTER DRIVE

NORTH

S89°39'14"W 1205.54'

APN 101-01-010
2003-0869328 MCR
LOT 2

N89°39'14"E 1231.29'

POINT OF BEGINNING

N58°51'12"E
RADIAL BEARING

8' PUBLIC UTILITY EASEMENT
BOOK 642 PAGE 7 MCR

2023-0101856 MCR

LINE TABLE

LINE	BEARING	DISTANCE
L1	N28°05'30"W	3.02'
L2	S64°31'59"W	5.20'
L3	N25°28'01"W	12.28'
L4	S71°53'59"E	18.25'
L5	S28°05'30"E	2.35'
L6	S58°51'12"W	8.00'

WEST 1/4 CORNER SECTION 7
FND BRASS CAP IN HAND HOLE
LVI: 09-25-2018

POINT OF COMMENCEMENT

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	553.00'	03°03'19"	29.49'
C2	545.00'	03°03'19"	29.06'

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW
OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.



SURVEY DIVISION
LAND DEPARTMENT

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SRP JOB NUMBER: T3435752	SCALE: NTS
AGENT: SOLIZ	SHEET: 3 OF 3
DRAWN: K THOMAS	SHEET SIZE: 8.5"x11"
DATE: 04-24-2025	ASM REVISION: 0

CITY OF AVONDALE
CIVIC CENTER PARK
FEEDER EXT
NW 1/4 SECTION 7
T.1 N., R.1 E.

ITEM NUMBER: 4.j.

SUBJECT: Ordinance 2025-0725 – 113th Avenue Right-of-Way Annexation at Entrada

MEETING DATE: 7/7/2025

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 2025-0725, authorizing the annexation of 113th Avenue right-of-way at Entrada located generally north of Broadway Road and east of Avondale Boulevard and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On June 9, 2025, the City Engineer approved “Map of Dedication Entrada – 113th Avenue”, which was recorded in Book of Maps 1862, Page 38 of the Maricopa County Recorder’s Office. The map dedicated 50-feet of right-of-way to the City for 113th Avenue, which will provide access to the Entrada development from Broadway Road. The developer is responsible for constructing the street improvements.

DISCUSSION:

113th Avenue right-of-way is located within the County’s jurisdiction. In order for the City to maintain the new 113th Avenue street improvements constructed by Entrada, the City must annex the 50-feet of right-of-way dedicated by the 113th Avenue Map of Dedication into its corporate limits.

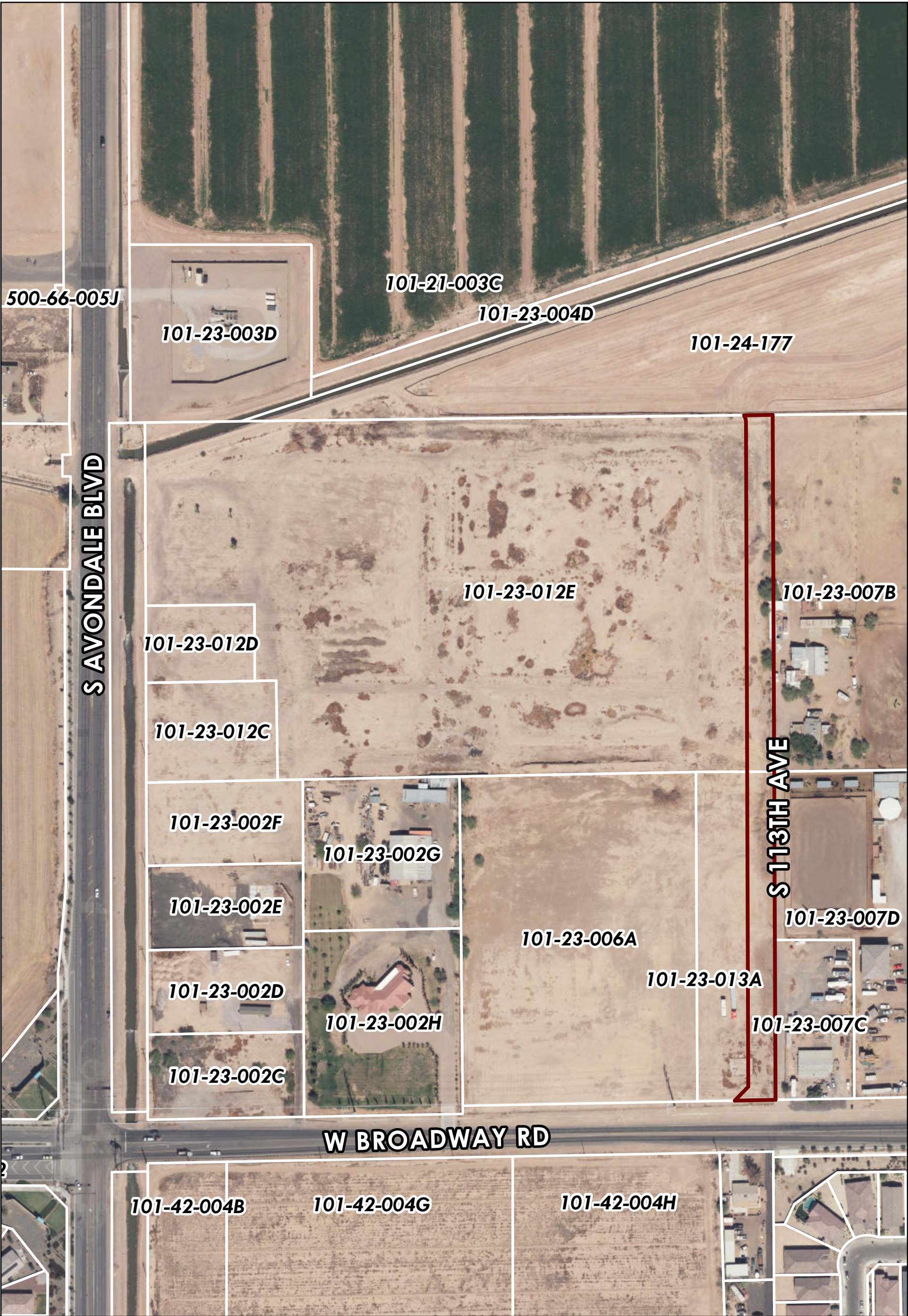
BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the annexation of 113th 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



113th Avenue Right of Way



Avondale



Proposed Right of Way Annexation

Not to Scale



ORDINANCE NO. 2025-0725

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, EXTENDING THE CORPORATE BOUNDARIES OF THE CITY OF AVONDALE BY ANNEXING THERETO COUNTY RIGHT-OF-WAY, A PORTION OF 113TH AVENUE, GENERALLY LOCATED NORTH OF BROADWAY ROAD AND EAST OF AVONDALE BOULEVARD.

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to extend the corporate boundaries of the City of Avondale (the “City”); and

WHEREAS, ARIZ. REV. STAT. § 9-471(O) allows for the annexation of county right-of-way into an adjacent city if the property to be annexed is adjacent to the receiving city and if the city and the county each approve the proposed annexation as a published agenda item at a regular public meeting of their governing bodies; and

WHEREAS, the property proposed for annexation (i) consists entirely of Maricopa County right-of-way already designated 113th Avenue, containing no taxable real property, and (ii) is adjacent to the City for its entire length; and

WHEREAS, this Ordinance has been duly posted as an agenda item at a regular meeting of the City Council.

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 parcel of land in Maricopa County, Arizona, generally located north of Broadway Road and east of Avondale Boulevard, and currently designated as 113th Avenue, as more particularly described in Exhibit A attached hereto and incorporated herein by reference, is hereby annexed into the corporate boundaries of the City of Avondale.

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of 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 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance

PASSED AND ADOPTED by the Council of the City of Avondale, July 7, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2025-0725

[Map and Legal Description of Annexation Area]

See following pages.

Exhibit "A"
113th Avenue Right of Way



Job No. 21-0147

May 2, 2025

A portion of that parcel of land as described in Document Numbers 2005-1264576 and 2022-0787051, records of Maricopa County, Arizona, located in the Lot 4 of the Southwest Quarter 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" M.C. Engineering brass cap flush at the south quarter corner of said Section 19, from which a 4" M.C. Engineering brass cap flush at the southeast corner of said Section 19, bears North 89 degrees 26 minutes 07 seconds East (basis bearing) 2,599.52 feet;

thence along the South line of said Southwest Quarter, South 88 degrees 55 minutes 51 seconds West, 1294.72 feet;

thence leaving said South line, North 1 degrees 04 minutes 09 seconds West, 55.00 feet to the **POINT OF BEGINNING**;

thence along the North line of the South 55.00 feet of said Southwest Quarter, South 88 degrees 55 minutes 51 seconds West, 75.01 feet;

thence leaving said North line, North 44 degrees 20 minutes 39 seconds East, 35.61 feet;

thence North 0 degrees 14 minutes 33 seconds West, 1223.98 feet to the beginning of a curve, concave southwest, having a radius of 50.00 feet;

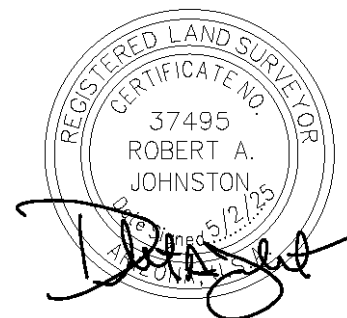
thence northwesterly 15.05 feet along the arc of said curve to the left through a central angle of 17 degrees 14 minutes 48 seconds to a point of reverse curvature of a curve having a radius of 55.00 feet;

thence northwesterly 1.37 feet along the arc of said curve to the right through a central angle of 1 degrees 25 minutes 27 seconds;

thence along the North line of said parcel described in Document Numbers 2022-0787051, North 88 degrees 59 minutes 57 seconds East, 52.64 feet;

thence along the East line of said parcels described in Document Numbers 2005-1264576 and 2022-0787051, South 0 degrees 14 minutes 33 seconds East, 1265.10 feet to the **POINT OF BEGINNING**.

Containing an area of 63,583 square feet or 1.4597 acres, more or less.





SCALE: 1" = 200'

WEST QUARTER CORNER,
SECTION 19, T1N, R1E

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	15.05'	50.00'	17°14'48"	14.99'	N08°51'56"W
C2	1.37'	55.00'	1°25'27"	1.37'	N16°46'37"W

LINE TABLE

LINE	BEARING	LENGTH
L1	N01°04'09"W	55.00'
L2	S88°55'51"W	75.01'
L3	N44°20'39"E	35.61'
L4	N88°59'57"E	52.64'

AVONDALE BOULEVARD N0°13'45"W 2,643.19'

APN: 101-23-012E
DOCUMENT
2022-0787051,
M.C.R.

APN: 101-23-007B
DOCUMENT
2023-0320307,
M.C.R.

APN: 101-23-013A
DOCUMENT
2005-1264576,
M.C.R.

APN: 101-23-007D
DOCUMENT
2015-0841368,
M.C.R.

APN: 101-23-007C
DOCUMENT
2021-0997734,
M.C.R.

SOUTHWEST CORNER,
SECTION 19, T1N, R1E
FOUND BRASS CAP FLUSH

POINT OF
BEGINNING

POINT OF COMMENCEMENT
SOUTH QUARTER CORNER,
SECTION 19, T1N, R1E
FOUND 4" MC ENGINEERING
BRASS CAP FLUSH

N89°26'07"E 2,599.52'
(BASIS OF BEARING)

SOUTHEAST CORNER,
SECTION 19, T1N, R1E

FOUND 4" MC ENGINEERING BRASS CAP FLUSH

S88°55'51"W 2,544.38'
BROADWAY ROAD



21-0147

Exhibit "A"

113th Avenue Right of Way



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

ITEM NUMBER: 5.a.

SUBJECT: Public Hearing and Ordinance 2026-0725 - Hermosa Ranch Technology Campus North - Major Planned Area Development Amendment PL-25-0054

MEETING DATE: 7/7/2025

TO: Mayor and Council

FROM: Jodie Novak, Director of Development Services

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

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

STRATEGIC PLAN:

STRATEGIC OUTCOME: Innovative Program and Service Delivery

STRATEGY: Attract, retain, and develop a diverse and competitive workforce to meet the needs of the residents and business community

PURPOSE:

City Council will hold a public hearing and consider a request by Carolyn Oberholtzer with Bergin, Frakes, Smalley and Oberholtzer PLLC to adopt Ordinance 2026-0725, amending the Hermosa Ranch Technology Campus North - Planned Area Development comprising approximately 239 gross acres and located at the southwest corner of Avondale Boulevard and Lower Buckeye Road and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The amendment will adjust the height restriction on the data center portion of the property and modify the PAD stipulations that address infrastructure phasing for the PAD. The Council will take appropriate action.

BACKGROUND:

The approximately 239-acre subject property is located at the southwest corner of Avondale Boulevard and Lower Buckeye Road and is currently within the Hermosa Ranch Technology Campus North - Planned Area Development (Exhibits A and B). The PAD was approved on May 6, 2024, along with a General Plan amendment that established a Business Park area and expanded the existing Local Commercial land use (Exhibit C).

Under the approved PAD development standards, the building height restriction was increased from thirty-five (35) to fifty (50) feet. The equipment screening height restrictions were also increased from fifteen (15) to twenty-five (25) feet for an overall total height of seventy-five (75) feet. The project's phasing was detailed to require off-site infrastructure improvements, including an upsized sixteen (16) inch water line in Lower Buckeye Road, and two new traffic signals. One traffic signal would be located at the intersection of 119th Avenue and Lower Buckeye Road, and the other would be located at the intersection of Avondale Boulevard and Miami Avenue.

The existing uses and zoning of surrounding properties include:

North: A single-family residential home subdivision; zoned Del Rio Ranch Planned Area Development (PAD).

South: An SRP electrical substation, vacant property zoned for the development of a data center, and a private battery energy storage facility; zoned Rural Residential (RR-43) and Hermosa Ranch Technology Campus South - Planned Area Development (PAD).

East: Vacant land zoned for a single-family residential home subdivision; zoned Shadow Ridge Planned Area Development (PAD), and County property zoned for single-family residential.

West: A single-family residential subdivision, Cantada Ranch; zoned Planned Area Development (PAD).

SUMMARY OF REQUEST:

The applicant is requesting to amend the PAD's development standards to the following:

- An increase in the maximum building height from fifty (50) to fifty-two (52) feet.
- An increase in the allowed parapet wall height from five (5) feet to nine (9) feet above the maximum building height.
- An increase in the height of screening for mechanical equipment from seventy-five (75) feet to seventy-seven (77) feet
- An increase in the allowed height for elevator penthouses and screening for elevator equipment from seventy-five (75) feet to eighty-six (86) feet.

Per the applicant's narrative (Exhibit D), this proposed change is in response to the design requirements of Parcel B (data center). The additional building height will accommodate rooftop-mounted chillers and facilitate the airflow needed beneath the raised platform. The additional elevator height will account for around 1-2 percent of the building's facade.

Additionally, the applicant is requesting a modification to the PAD stipulation that requires the first phase of development to complete all required off-site improvements. Due to the speed at which the grocery-anchored commercial center at the immediate southwest intersection corner of Avondale and Lower Buckeye Road is developing, the data center project is anticipated to be completed later. When originally envisioned, the data center project planned on building first and installing all of the off-sites ahead of the commercial center. The proposed modification would tie off-site improvements to the frontage of Parcel A (commercial center) and Parcel B (data center).

A Site Plan and Design Review application for the data center project will be reviewed administratively, following any approval of this rezoning request by the City Council, to ensure conformance with the PAD Narrative and exhibits thereto. A Site Plan and Design Review application has already been administratively approved for the grocery-anchored commercial center.

PUBLIC PARTICIPATION:

A Neighborhood Meeting to discuss the proposal with neighboring property owners and other interested parties was held at 6:00 P.M. on Tuesday, May 6, 2025. There were six (6) attendees at the neighborhood meeting aside from City Staff and the applicant's team. The applicant's Neighborhood Meeting Summary is attached as Exhibit E. The meeting was conducted in an open house style. Questions related to the proposed height increase and the reason for the change. There was no opposition mentioned at the meeting. The applicant provided information about the equipment used for cooling the data centers and the need for air circulation below the platforms.

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

To date, nineteen (19) comments have been received in opposition to the proposed height increase. Comments have noted the already increased height for the data center and have indicated that a commercial center is desired for the area. One (1) comment was left on Avondale Connect in opposition as well.

PLANNING COMMISSION ACTION:

On June 18, 2025, the Planning Commission conducted a public hearing on the Major PAD Amendment

request. The Commission asked several questions regarding the proposed amendment and the additional height requested by the applicant. The Commission also inquired as to how many amendments could be approved for a Planned Area Development and whether this was the final anticipated amendment request. The applicant addressed the Commission and detailed the reason for the height increase, as well as provided information on the proposed commercial development.

There were no comments from the public.

After discussion, the Planning Commission passed a motion (5-0 vote) to recommend approval of the Major PAD Amendment to the City Council.

ANALYSIS:

Article 6, Section 28-113 of the Zoning Ordinance establishes five (5) findings that must be met to grant PAD zoning. Listed below are the five criteria and an analysis of each as a result of the requested amendment:

1. The proposed PAD is in conformance with the General Plan and applicable specific plan(s).

The Hermosa Ranch Technology Campus - North PAD is in conformance with the Business Park and Local Commercial designations. Development of high-quality employment uses has long been a priority to the City, as evidenced by the development of a multitude of commerce parks on the Van Buren Street corridor and the development of medical, health and technology-related uses on the McDowell Road corridor.

The PAD and its proposed amendment further several goals of the General Plan, most notably:

- General Plan Land Use Element Goal #3, Policy D: "Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity."
- General Plan Land Use Element Goal #4, Policy C: "Ensure Avondale is at the forefront of any emerging markets by continuously updating codes and policies to include standards for new business types and technologies."
- General Plan Economic Element Goal #3, Policy E: "Increase the supply of developable Business Park land and promote a flexibility of uses within."
- General Plan Economic Element Goal #10, Policy A: "Support efforts to locate and develop additional business park and industrial land along Avondale's business corridor."

This project will expand and support the existing employment center development in the area, along with introducing commercial opportunities to serve the surrounding population. The project's location at the intersection of two arterial roadways, as well as the immediate access to critical utility and power infrastructure, provides further support for the proposed PAD rezoning request. The components that are installed as part of the data center's cooling infrastructure will also ensure that the property will be utilized as originally intended in the PAD.

2. The proposed PAD meets the PAD requirements of the Zoning Ordinance, Subdivision Regulations, Design Manuals, and other applicable regulations and requirements, unless otherwise modified by the PAD Narrative.

The conceptual building elevations provided as part of the PAD Amendment Narrative (Exhibit D) comply with the Commercial and Industrial Design Manual. Any screen walls added to the building will be integrated into the overall architecture of the building. The additional deviations to the maximum allowable heights of the underlying Commerce Park (CP) zoning district are modest increases related to design refinements of rooftop equipment and elevators on limited areas of the data center project.

The development standards adopted with the original PAD rezone will create enhanced buffers between the adjacent residential development and promote an appropriate transition between projects of differing scales and intensities. Increased setbacks have already been included to offset potential impacts. All rooftop screen walls required for mechanical equipment screening will be set back from the edge of the building roof in order to minimize the overall perceived scale of the buildings.

3. Adequate public infrastructure and services exist in the immediate area to serve the proposed development.

All necessary utility and perimeter roadway improvements required as part of the development of the site will be constructed or contributed to by the developer. The adjacency of the site to the existing SRP Rudd Substation provides a mutual benefit and opportunity for the uses proposed by this PAD. Off-site improvements will include water line upsizing on Lower Buckeye Road, widening of Avondale Boulevard and Lower Buckeye Road adjacent to the site, and installation of new driveways and traffic signals, subject to Site Plan and Design Review approval.

Phasing of infrastructure improvements will ensure that both the commercial and data center projects are able to proceed independently of one another.

4. The proposed PAD will result in compatible land use relationships within the proposed development and with adjacent properties.

The site is located at the intersection of two arterial roadways, just to the north of a technology campus currently under development. This PAD serves as an extension of the southern campus, while also providing for the development of a commercial center. The commercial portion of the subject property will be located at the northeast corner immediately adjacent to the arterial intersection, which provides for direct access to necessary roadways and continues the development pattern of other intersections throughout Avondale.

The PAD also includes increased setbacks along property lines that are adjacent to residential developments to provide for an appropriate transition from single-family to employment land uses. The enhanced land use buffer along the site's eastern property line makes the overall development more compatible with the surrounding land uses. Potential noise sources will be evaluated and mitigated per the PAD Narrative during the Site Plan and Design Review application. The installation of a landscaped multi-use trail along the northern property line also serves to enhance pedestrian connectivity to the future commercial development. The PAD Amendment Narrative (Exhibit D) contains line-of-sight renderings of the project looking south from Lower Buckeye Road. These visuals demonstrate how the data center buildings will look when they are set back more than 300 feet, where only 100 feet is typically required.

5. The development standards of the proposed PAD are consistent with or exceed the desired character of development for the area.

The proposed development standards outlined in this PAD are consistent with the City's Commerce Park and Community Commercial zoning district requirements. Noted deviations serve to foster compatibility with existing residential uses and provide continuity with approved employment projects nearby.

DISCUSSION:

The proposed PAD amendment meets the following findings:

1. The proposed amended Hermosa Ranch Technology Campus North - PAD is in conformance with the current General Plan Land Use Map designation of Business Park.
2. The proposed amended Hermosa Ranch Technology Campus North - PAD is in conformance with the Commercial and Industrial Design Manual.
3. The amendment to the Hermosa Ranch Technology Campus North - PAD will result in compatible land use relationships.
4. Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.
5. The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

The City Council will conduct a public hearing and adopt an Ordinance, approving a major amendment to the Hermosa Ranch Technology Campus North - Planned Area Development, subject to the following twelve (12) conditions of approval:

1. Development shall generally conform to the Hermosa Ranch Technology Campus North - PAD Narrative dated April 3, 2024, and the PAD Amendment Narrative dated May 29, 2025, except as modified by the following stipulations.
2. Commencement of horizontal construction for the project shall begin within four (4) years from the date (May 6, 2024) of the original City Council approval for the PAD, per Avondale City Code Section 28-113(d) Expiration.
3. All development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details, unless a standards deviation has been approved.
4. The developer of Parcel A shall install perimeter off-site improvements within the public right-of-way adjacent to Parcel A, which will be completed with the initial development of Parcel A and prior to issuance of a certificate of occupancy. The developer of Parcel B shall install perimeter off-site improvements within the public right-of-way adjacent to Parcel B, which will be completed with the initial development of Parcel B and prior to issuance of a certificate of occupancy. The location of Parcels A (commercial center) and B (data center) is identified in Exhibit 6 of the Hermosa Ranch Technology Campus North - PAD Narrative dated April 3, 2024.
5. The project will be required to install a 16-inch water line along Lower Buckeye Road as the parcels develop. Transitions of public infrastructure may be required beyond parcel frontages to achieve appropriate traffic and utility flow. Water line improvements across the frontages of Parcel A or Parcel B must be connected back, at each end, to the existing 12-inch water line in Lower Buckeye Road until such time as the entire 16-inch water line across Parcels A and B frontages has been constructed. The developers of Parcels A and B shall be responsible to abandon in-place the existing 12-inch water line across the respective frontages along Lower Buckeye Road.
 - a. In the event that construction commences on Parcel A first, the 16-inch water line at the east end of the Parcel A frontage along Lower Buckeye Road shall be connected to the existing 24-inch water line in Avondale Boulevard. The 16-inch water line at the west end of the Parcel A frontage along Lower Buckeye Road shall be connected back to the existing 12-inch water line in Lower Buckeye Road.
 - b. In the event that construction commences on Parcel B first, the 16-inch water line at the east and west ends of the Parcel B frontage shall be connected back to the existing 12-inch water line in Lower Buckeye Road.
 - c. Whichever parcel constructs second shall be responsible for connecting to the adjacent 16-inch water line and abandon in-place the cross-connect water line between the 12-inch and the 16-inch water lines, which is constructed in the interim by the developer. Any necessary water line and valve abandonments shall be as directed by the City Engineer.
6. Should the Arizona Department of Water Resources (ADWR) establish another program in the future to provide for the extinguishment of Irrigation Grandfather Rights (IFGR) and conveyance of credits to municipal water providers, Avondale reserves the right to require the extinguishment of such IFGR.
7. Total utility demands for the proposed 240-acre project shall be limited to the maximum allowable average daily water and sewer demands calculated in the 2018 Integrated Utility Master Plan for the subject property, unless otherwise approved by the City Engineer.
8. The developer of Parcel B shall install the future traffic signal at the intersection of 119th Avenue and Lower Buckeye Road as per the requirements of the traffic impact study, or as otherwise agreed to by the City Engineer.
9. The developer shall install a multi-use trail along Lower Buckeye Road and Avondale Boulevard adjacent to Parcel A (commercial center), which will be completed with the initial development of Parcel A and prior to issuance of a certificate of occupancy. Adjacent to Parcel B (data center), the developer shall install a multi-use trail along the Lower Buckeye Road and Avondale Boulevard frontages, which will be completed with the

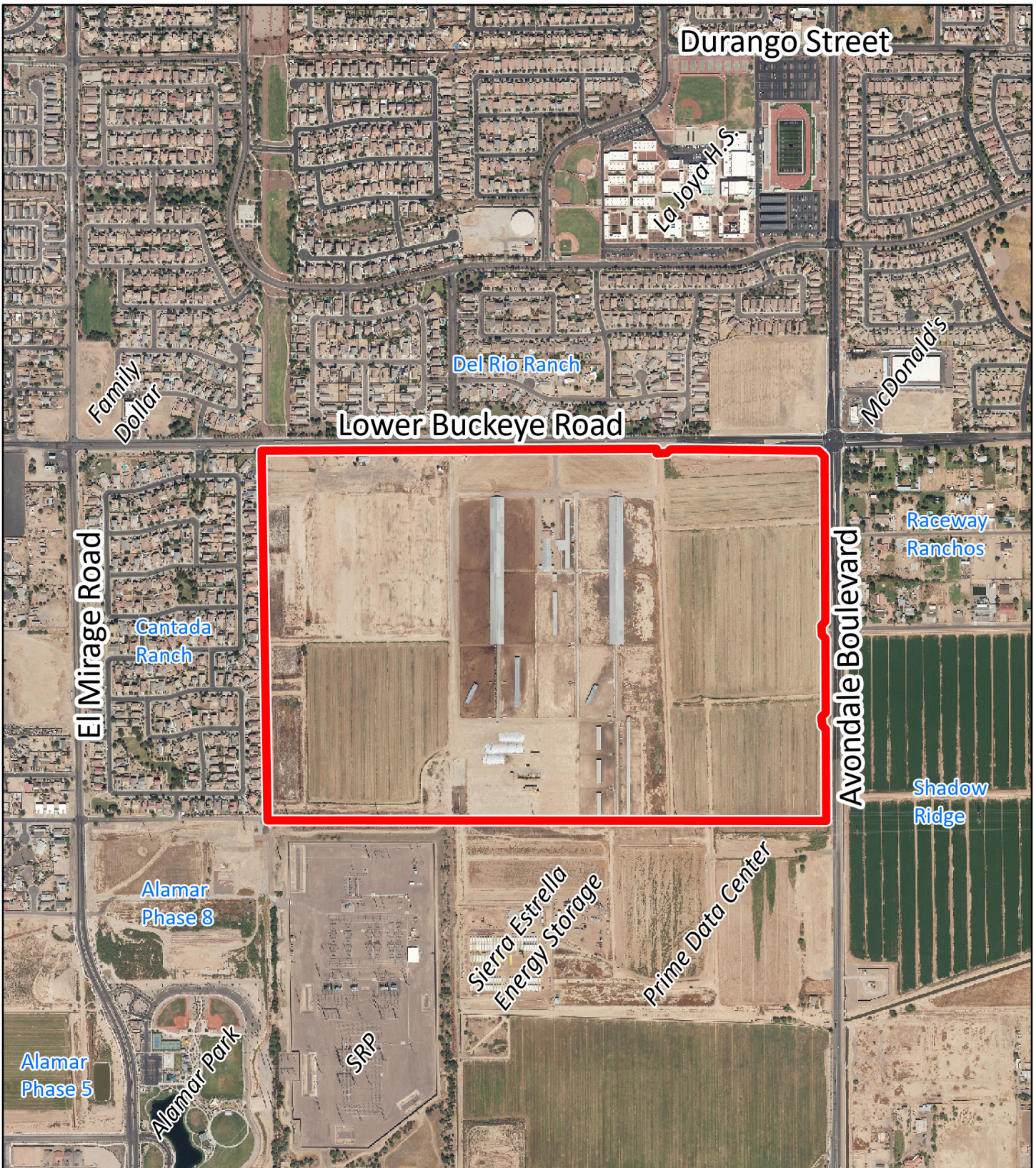
initial development of Parcel B and prior to issuance of a certificate of occupancy. The developer of Parcel B shall also install a multi-use trail within the 35 foot wide landscape buffer along the powerline corridor running the extent of the western property line of Parcel B, which will also coincide with, and serve as a utility maintenance access road and which will be completed with the initial development of Parcel B, in accordance with the City's adopted Active Transportation Plan and prior to issuance of a certificate of occupancy.

10. Prior to issuance of the first certificate of occupancy on Parcel A, the developer shall contribute \$500,000 towards the design and construction of a traffic signal at the intersection of Avondale Boulevard and Miami Avenue.

11. The development shall be responsible for providing public art in accordance with the requirements of Zoning Ordinance Article 11, Required Public Art for New Planned Area Developments (PAD), Commercial, Office, Employment, and Municipal Construction.

12. In accordance with Zoning Ordinance Article 9, Section 28-194, the developer of Parcel A and the developer of Parcel B shall be individually responsible for submitting applications for Comprehensive Sign Packages for all building-mounted and monument signage, prior to issuance of any sign permits for the planned development.

Contact person for document distribution: Joshua T Orton, AICP, Lead Senior Planner

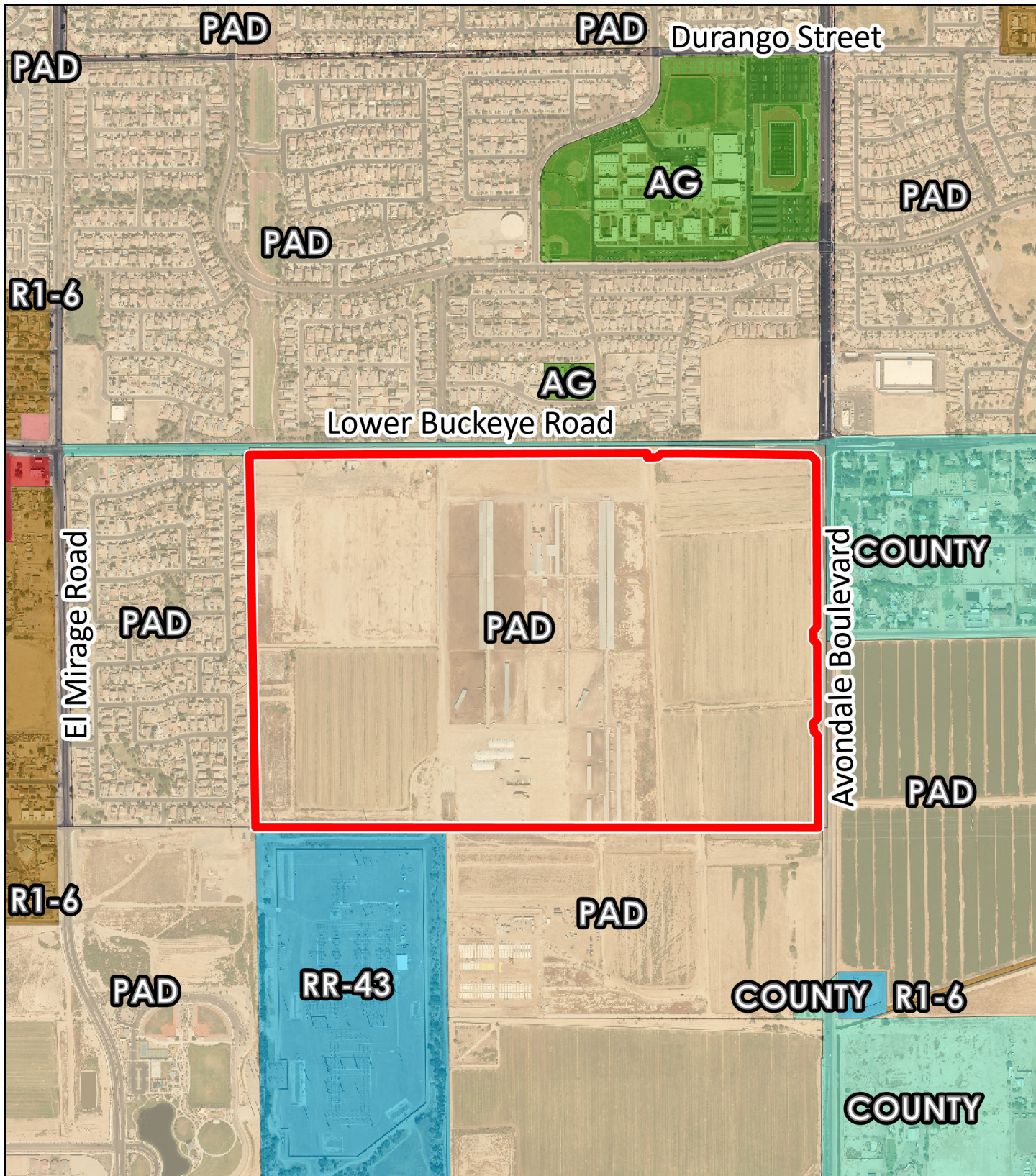


Aerial Map



Subject Property



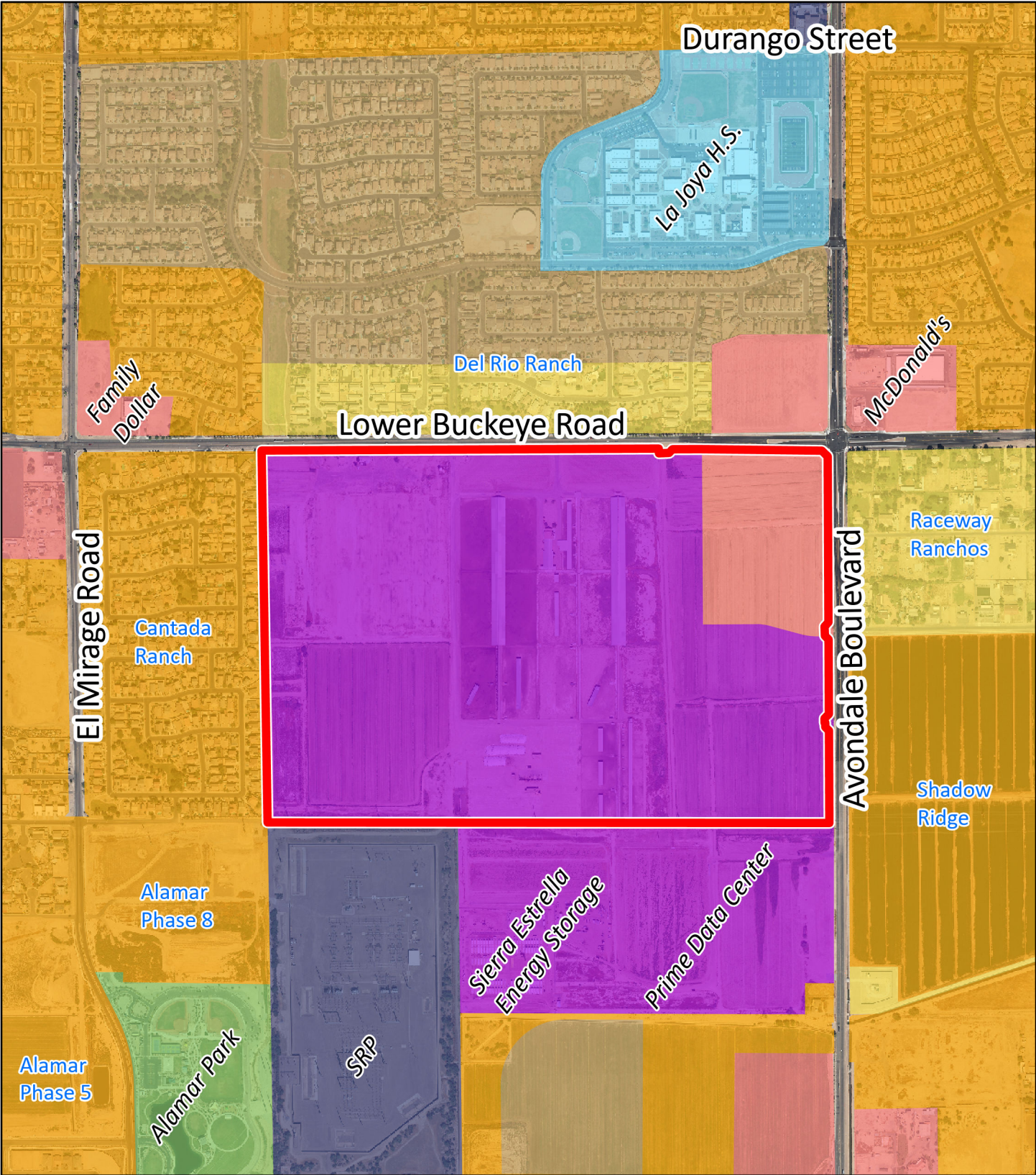


Zoning Vicinity



Subject Property





General Plan Land Use



 Business Park	 Medium Density Residential
 Education	 Medium/High Density Residential
 Estate/Low Density Residential	 Open Space and Parks
 Local Commercial	 Public/Civic

 Subject Property



May 29, 2025

SENT VIA ELECTRONIC DELIVERY ONLY

Catherine Lorbeer
AICP, Deputy Director of Planning
City of Avondale
Development Services Department
11465 Civic Center Dr.
Avondale, AZ 85323

Re: Major PAD Amendment to the Hermosa Ranch Technology Campus North Planned Area Development (2nd Submittal) PL-25-0054

Ms. Lorbeer,

Please accept this revised application for a Major PAD amendment to the Hermosa Ranch Technology Campus - North PAD (PL-23-0300), a 239-acre employment campus and commercial center generally located at the southwest corner of Avondale Boulevard and Lower Buckeye Road ("Property"). The Property's PAD zoning was originally approved on May 6, 2024, by Avondale City Council (Ordinance 2010-0524).

This Major PAD amendment aims to achieve two outcomes: (1) restructure the phased right-of-way infrastructure improvements respective to Parcels A and B required by Stipulation 4 of Approval Ordinance No. 2010-0524 ("Stipulation 4") to reflect a change in the development sequence of the respective parcels, and (2) modify the approved building height limits for Parcel B to ensure the buildings meets both functional best practices and aesthetic needs (collectively, the "Amendment Request").

Requested Stipulation 4 Modification

When this PAD was originally approved, it was anticipated that the commercial uses on Parcel A would follow the development of the data center uses on Parcel B. The approved phasing of associated infrastructure was provided in Stipulation 4 as follows:

"Sidewalk and landscaping improvements within the public right-of-way adjacent to Parcel A will be completed with the initial development of Parcel A and prior to issuance of a certificate of occupancy for the project. Sidewalk and landscaping improvements within the public right-of-way adjacent to Parcel B will be completed with the initial development of Parcel B and prior to issuance of a certificate of occupancy. All other infrastructure improvements within the public right-of-way will be included in the first phase of the development on the property."

Given that the grocer-anchored commercial use on Parcel A has accelerated, this Amendment Request seeks to amend Stipulation 4 to allow for each of the parcel developers to construct the offsite infrastructure adjacent to their parcel. This Amendment Request will allow for the accelerated development of the commercial use planned for Parcel A without requiring sizeable full frontage improvements for Parcel B, a much larger parcel with a greater proportion of linear feet of frontage.

Approval of this Amendment Request will modify the language of Stipulation 4 to the following text:

“Sidewalk, landscaping and all other infrastructure improvements within the public right-of-way adjacent to Parcel A will be completed with the initial development of Parcel A and prior to issuance of a certificate of occupancy for the project. Sidewalk, landscaping, and all other infrastructure improvements within the public right-of-way adjacent to Parcel B will be completed with the initial development of Parcel B and prior to issuance of a certificate of occupancy. Transitions of public infrastructure may be required beyond parcel frontages to achieve appropriate infrastructure transitions. Water line improvements must be looped into the existing 12-inch water line in Lower Buckeye Road until such time as the entire water line across the Parcel A and Parcel B frontages has been constructed. Parcels A & B shall be responsible to abandon in-place the existing 12-inch water line across their respective frontages. More specifically, if Parcel A constructs first, the east end of the Parcel A frontage 16-inch water line shall be connected to the existing 24-inch water line in Avondale Boulevard. The west end of the Parcel A frontage 16-inch water line shall be connected back to the existing 12-inch water line in Lower Buckeye Road. Parcel A shall be responsible to abandon in-place that portion of the existing 12-inch water line on the Parcel A frontage. If Parcel B constructs first, the east and west ends of the Parcel B frontage 16-inch water line shall be connected back to the existing 12-inch water line in Lower Buckeye Road. Parcel B shall be responsible to abandon in-place that portion of the existing 12-inch water line on the Parcel B frontage. Whichever parcel constructs second shall be responsible to connect to the adjacent new 16-inch water line and abandon in-place the cross-connect water line between the 12-inch and the 16-inch water lines, which is constructed in the interim at the common boundary between Parcels A & B. Water line and valve abandonments shall be as directed by the City of Avondale Public Works Department.”

Requested Building Height Modifications

The PAD also included specific building height allowances, with Parcel B receiving some additional height flexibility. However, the height parameters approved in the PAD did not account for certain recent changes in data center structural needs and best practice design that Quality Technology Services, LLC (“QTS”) must implement for this project to be successful. Specifically,

QTS needs to accommodate its new water-free and AI compatible “Freedom Design”. The QTS water-free system is a leading technology that cools the data centers without consuming water and saves more than 48 million gallons of water annually per data center. Advancements in rooftop chillers allow for efficiency increase and improve the utilization of finite power resources. The new Freedom Design helps with structural loads, producing proper airflow, and accommodates complex equipment piping throughout the data center facility for these improved chillers.

Therefore, this Major PAD Amendment seeks a minor modification of the approved height limits for Parcel B to ensure QTS’s ability to implement its new Freedom Design data center campus. Parcel B has undergone careful site design efforts to minimize its visual impacts on the surrounding area.

To provide a comprehensive understanding of the proposed minor modifications, attached are the conceptual building elevations (Exhibit A) and site plan rooftop exhibit (Exhibit B) to illustrate the footprint of the updated building height elements and requested modifications to the PAD development’s maximum height standards. As shown in Exhibit A, the requested changes are materially unrecognizable and represent how the request would create the same environment as approved in the original PAD. As shown in Exhibit B, the rooftop elements impacted by this Amendment Request are all set back from the edge of the building/roof and only occupy limited portions of the total rooftop area. Furthermore, attached are line-of-sight comparison exhibits (Exhibit C) showing the prospective from Lower Buckeye Road, demonstrating that the modest height increases will not create an adverse visual environment for the public. These exhibits paint a clear picture of how the proposed amendments align with the approved PAD design and preserve the intended visual and functional balance of the site.

Finally, it should be noted that the required building setbacks outlined in the approved PAD are being exceeded, quite significantly in some cases, such as along Lower Buckeye Road where the data center buildings are set back more than 300’ where only 100’ is required. These additional building setbacks will further minimize the visual impact of the building height increase proposed with this Amendment Request.

Approval of this Amendment Request will modify the maximum building height for Parcel B as follows:

1. Building Height to “Top of Roof”:

Current Approval: The PAD sets the maximum building height to the "top of roof" at 50 feet.

Proposed Change: The Amendment Request proposes a modest increase to 52 feet, which represents a 2-foot (or 4%) increase in height. This adjustment applies uniformly across the entire building footprint.

Justification: The minor increase is essential to ensure that QTS can accommodate its new water-free and AI compatible Freedom Design as explained above, including enhanced components to support large structural loads, all while maintaining visual consistency across the Property.

2. Parapet Wall Height:

Current Approval: Parapet walls or cornices may extend up to 5 feet above the building height limit, per the PAD.

Proposed Change: The Amendment Request proposes an increase in the parapet wall height to 9 feet above the building height limit.

Justification: This additional parapet height is primarily for aesthetic purposes, designed to better conceal the improved water-free rooftop chillers that will be mounted on a platform to allow airflow underneath. This will provide enhanced screening from public view, especially when visible from any adjacent right-of-way. The increase is strategically minimally applied as shown in Exhibit B and does not compromise the visual integrity of the building's profile.

3. Mechanical Equipment Screen:

Current Approval: The PAD permits mechanical equipment, such as bulkheads, elevator penthouses, and cooling equipment, to extend up to 25 feet above the building height, with a maximum height of 75 feet, provided it is fully screened or architecturally integrated.

Proposed Change: The Amendment Request proposes a 2-foot increase, raising the maximum mechanical equipment screen height to 77 feet, resulting solely from the proposed 2-foot increase in the maximum building height explained above. This adjustment will cover approximately 50-60% of the building rooftop area as shown in Exhibit B.

Justification: This minimal increase ensures that the necessary mechanical equipment, including the improved water-free rooftop chillers, is adequately screened and integrated with the building's architectural design, preserving the site's intended aesthetic while meeting functional needs. Notably, the requested increase in height is not a change in the mechanical equipment screen setup or height itself; the configuration and screening remain identical to the previously approved design. The additional 2 feet is solely the result of the proposed increase in the building's roof height, ensuring that the screening remains proportionate and fully effective in concealing the equipment from public view.

4. Elevator Penthouse/Overrun:

Current Approval: The PAD sets a maximum height of 75 feet for components like the elevator penthouse/overrun.

Proposed Change: The Amendment Request proposes a height of 86 feet for the elevator penthouse/overrun, representing an 11-foot increase. Importantly, this elevator penthouse/overrun occupies less than approximately 1% of the rooftop area as shown in Exhibit B.

Justification: This adjustment is critical to accommodate the data center's specific elevator design needs and is especially important for ensuring compliance with the Americans with Disabilities Act (ADA) and creating an inclusive environment for all users. Given the minimal area affected, this increase has a negligible impact on the building's overall profile. This minor spatial requirement, while essential for building functionality, has been designed to minimally impact the site's overall aesthetic, ensuring it remains visually aligned with the previously approved PAD design standards.

The current approved building height allowances for Parcel B are outlined in Table 3B of the PAD:

TABLE 3B | EMPLOYMENT PARK DEVELOPMENT STANDARDS (PARCEL B)

DESIGN STANDARD	AVONDALE §405 CP DISTRICT	PROPOSED PAD (PARCEL B)
MAXIMUM HEIGHT	35' ¹ / 50' ²	50' ¹ / 75' ³
MAXIMUM BUILDING COVERAGE	50%	50%
MINIMUM PERIMETER BUILDING SETBACKS		
ADJACENT TO ARTERIAL ROADWAY (EAST AND NORTH)	25'	100'
ADJACENT TO RESIDENTIAL ZONING DISTRICT OR USE (WEST)	50'	230'
ADJACENT TO OTHER USES (SOUTH AND NORTHEAST COMMERCIAL)	15'	15'
MINIMUM INTERIOR BUILDING AND LANDSCAPE SETBACK	-	0' ⁴
MINIMUM LANDSCAPE SETBACK ⁵		
ADJACENT TO ARTERIAL ROADWAY (EAST AND NORTH)	25'	50'
MINIMUM LAND USE BUFFER (LANDSCAPED) ⁵		
ADJACENT TO RESIDENTIAL ZONING DISTRICT OR USE (WEST)	35'	35'
ADJACENT AND EAST OF POWER LINE CORRIDOR (COMPONENT OF WEST) ⁶	0'	35' ⁷
ADJACENT TO COMMERCIAL ZONING DISTRICT OR USE (NORTH AND EAST)	0'	10'
ADJACENT TO EMPLOYMENT ZONING DISTRICT OR USE (SOUTH)	0'	15'
ADJACENT TO EXISTING SUBSTATION (SOUTH)	0'	0'

Notes:

1. Building height is the vertical distance measured from the adjacent grade level to top of roof.
2. Chimneys, bulkheads, penthouses not for human occupancy, ventilators, skylights, water tanks, and other similar mechanical equipment shall be limited to fifteen (15) feet above the building height limit and shall be fully screened or integrated into the building architecture. Parapet walls or cornices may extend to a maximum of five (5) feet above the building height limit. The height of the parapet wall or cornice shall be measured from the highest side of a sloped roof. (Section 28-134, Avondale Zoning Ordinance)
3. Chimneys, bulkheads, penthouses not for human occupancy, ventilators, skylights, water tanks, cooling equipment, and other mechanical equipment shall be limited to twenty-five (25) feet above the building height limit and shall be fully screened or integrated into the building architecture. Parapet walls or cornices may extend to a maximum of five (5) feet above the building height limit. The height of the parapet wall or cornice shall be measured from the highest side of a sloped roof.
4. Interior building or landscape setbacks are not required for Employment Park parcels created within this PAD area.
5. Parking and maneuvering areas shall not be permitted in Landscape Setback or Landscaped Land Use Buffer.
6. See Exhibits 6 and 7 for location references.
7. This buffer is additional to the standard western buffer and will only include trees, no shrubs are required, as detailed in Section VIII.

These requested changes to Table 3B are reflected in the table below and include the updated applicable footnotes which describe the requested standards, ensuring the increase in heights are specific to each specific building element.

Design Standard	Current PAD	Proposed Changes
Maximum Height	50' ¹ / 75' ³	52' ¹ / 77' ³
1. Building height is the vertical distance measured from the adjacent grade level to top of roof. 3. Chimneys, bulkheads, penthouses not for human occupancy, ventilators, skylights, water tanks, cooling equipment, and other similar mechanical equipment shall be limited to twenty-five (25) feet above the building height limit, set back ten (10) feet from the edge of the building, and shall be fully screened or integrated into the building architecture. Parapet walls or cornices may extend to a maximum of nine (9) feet above the building height limit. The height of the parapet wall or cornice shall be measured from the highest side of a sloped roof. Elevator penthouse may extend to a maximum of eighty-six (86) feet measured from the adjacent grade level to top of elevator penthouse.		

General Plan Conformance

The Property is designated as PAD as approved by City Council on May 6, 2024, of Application PL-23-0300, and remains in conformance with the City's General Plan, as amended through the companion approval of Application PL-23-0299, approved by City Council on the same date. The Amendment Request does not seek to modify any uses or activities within the approved PAD and will maintain conformance with the General Plan objectives and goals as approved.

Conclusion

The Amendment Request strikes a careful balance between practical development needs, technical requirements and aesthetic considerations. We believe that these proposed modifications are reasonable and necessary to both realize the acceleration of the grocer-anchored commercial use on Parcel A and fulfill the data center's operational needs and foster conservation of finite water and power resources on Parcel B. We appreciate the City's consideration of this Amendment Request and look forward to working collaboratively on this matter.

Exhibit A
Conceptual Building Elevations

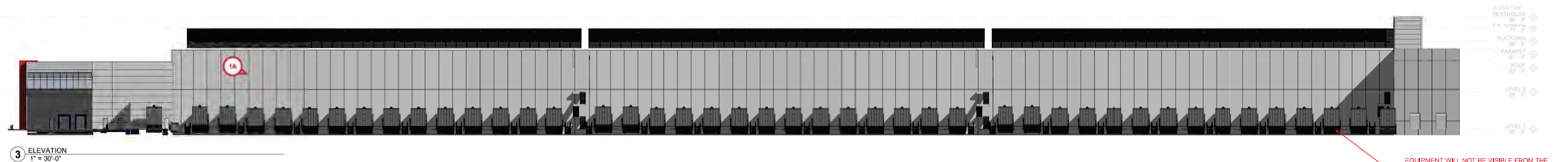
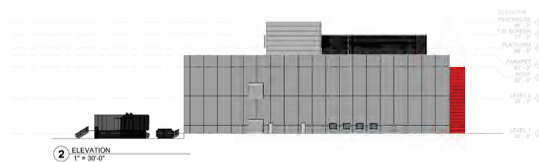
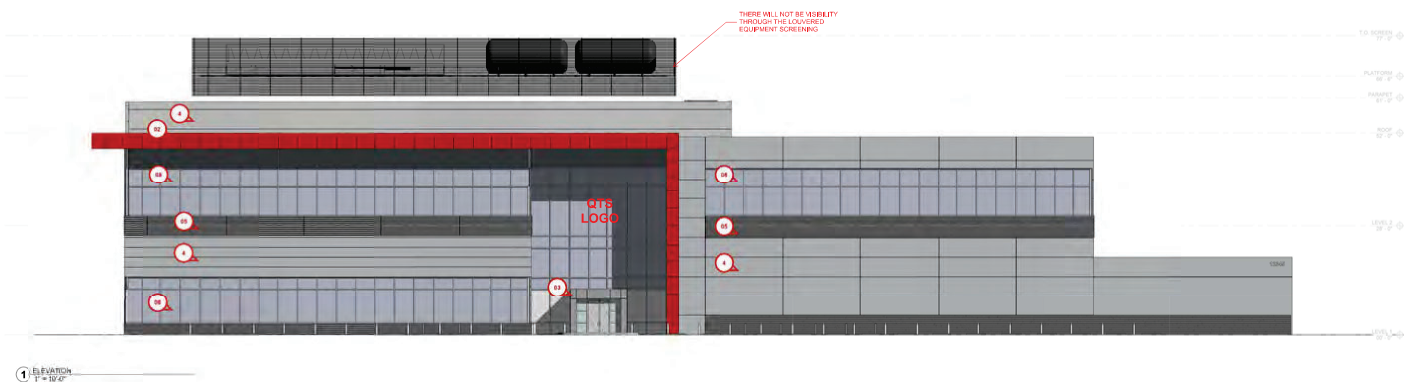
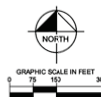


Exhibit B

Site Plan Rooftop Exhibit

DESIGN AND DISTANCES ARE APPROXIMATE BASED ON THIS EDITION OF THE SITE PLAN.

EQUIPMENT SCREENING WILL BE 10' FROM THE PARAPET EDGE.**

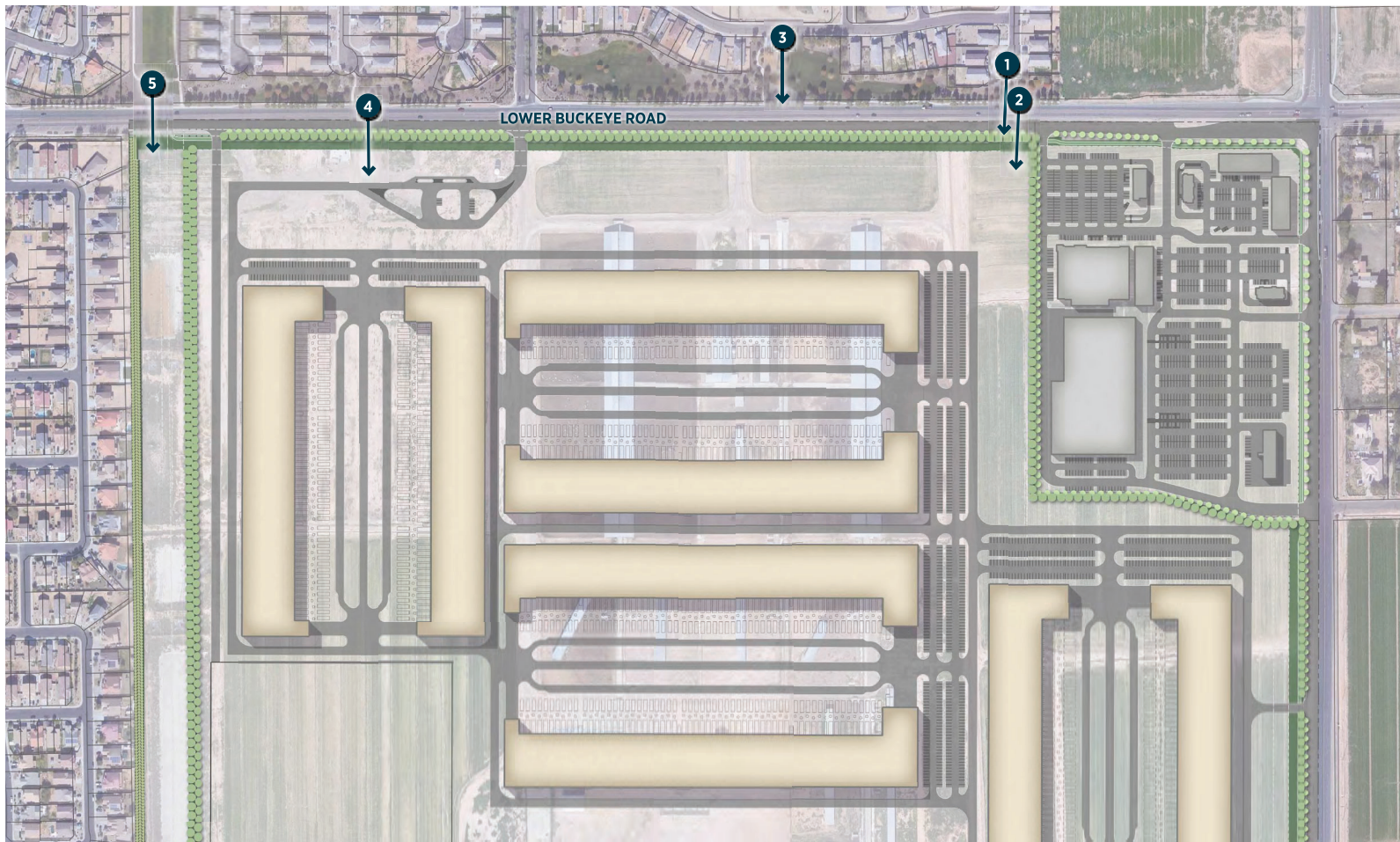


SHEET NUMBER
EXHIBIT

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Exhibit C

Line of Sight Renderings



HERMOSA RANCH TECH CAMPUS | VIEW LOCATIONS

APRIL 2025



NORRIS
DESIGN
PEOPLE + PLACEMAKING



HERMOSA RANCH TECH CAMPUS | VIEW 01 | EXISTING CONDITIONS

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 01

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 01 - AMENDED BUILDING HEIGHTS

APRIL 2025

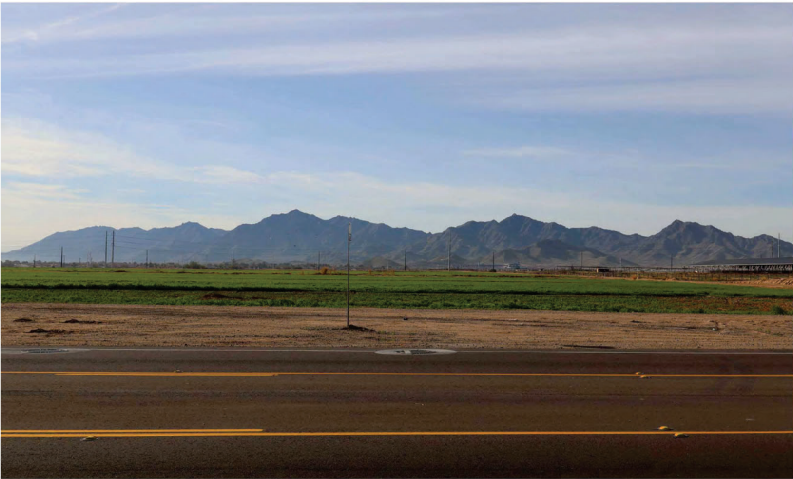
NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 01 - AMENDED BUILDING HEIGHTS & TREE SCREENING

APRIL 2025

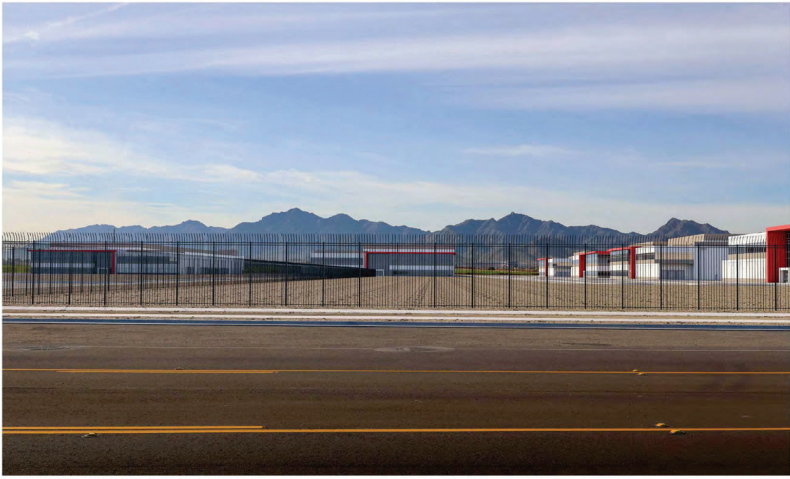
NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 02 | EXISTING CONDITIONS

APRIL 2025

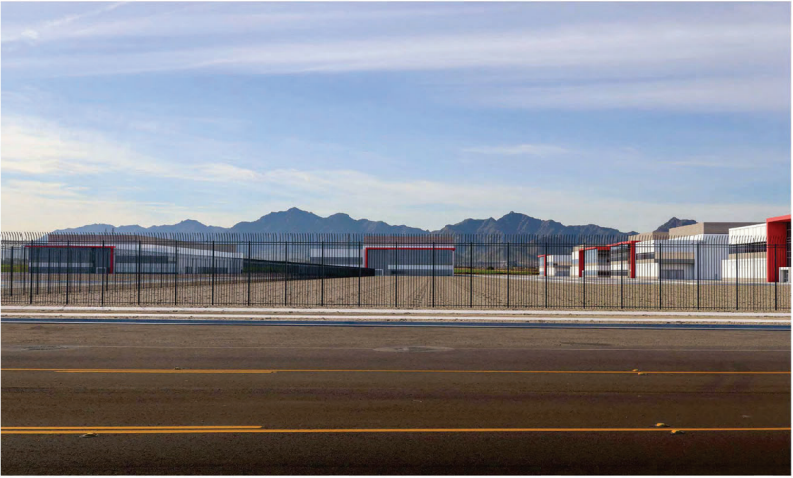
NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 02

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 02 - AMENDED BUILDING HEIGHTS

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 02 - AMENDED BUILDING HEIGHTS & TREE SCREENING

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 03 | EXISTING CONDITIONS

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 03

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 03 - AMENDED BUILDING HEIGHTS

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 03 - AMENDED BUILDING HEIGHTS & TREESCREENING

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 04 | EXISTING CONDITIONS
APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 04
APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 04 - AMENDED BUILDING HEIGHTS
APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 04 - AMENDED BUILDING HEIGHTS & TREESCREENING
APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 05 | EXISTING CONDITIONS

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 05

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 05 - AMENDED BUILDING HEIGHTS

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 05 - AMENDED BUILDING HEIGHTS & TREE SCREENING

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 01 - HOUSES

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 02 - HOUSES

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 03 - HOUSES

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 04 - HOUSES

APRIL 2025

NORRIS
DESIGN

Exhibit E Neighborhood Meeting Summary

Summary of Neighborhood Meeting for Hermosa Ranch Technology Campus – North: Major PAD Amendment

Case Number: PL-25-0054

May 6, 2025 at 6:00 PM

A neighborhood meeting for a Major Planned Area Development amendment for approximately 239 acres of land located generally on the southwest corner of Avondale Blvd. and Lower Buckeye Rd., in Avondale, Arizona, was held on Tuesday, May 6, at 6:00 PM. The amendment application proposes a modification of a stipulation to the original zoning case that affects the timing of offsite infrastructure improvements as well as an allowance for increased height for the data center uses on Parcel B. The site was posted with the meeting information, a legal advertisement was published in the Southwest Valley Arizona Republic newspaper, and notifications were mailed to property owners within 1,000 feet of the project.

The meeting was held at Avondale City Hall located at 11465 W. Civic Center Dr., Avondale, Arizona 85323 in the Sonoran Conference Room. Six members of the public were in attendance as well as three members of city staff and one elected official. A copy of the sign-in sheet is included as **Exhibit A** in this report.

Members of the development team present:

- Carolyn Oberholtzer – BFSO Law
- Caleb Weeks – BFSO Law
- Lauren Trobaugh – BFSO Law
- Nick Vanderwey – TGV Investments LLC
- John Vanderwey – TGV Investments LLC
- Terry Klinger – TGV Investments LLC
- Danny Kelly – QTS
- Jack Hayes – QTS
- Laura Ortiz – Evergreen
- Luke Ashworth – Evergreen
- Chris Webb – Rose Law Group

City officials and staff present:

- Curtis Nielson – Vice Mayor
- Jodie Novak – Development Services Director
- Joshua Orton – Senior Planner
- Monica Smriti – Planner

The first members of the public arrived at 6:00 PM and Ms. Oberholtzer began an open-house presentation where she explained the application and changes that were proposed to the PAD. She walked attendees through display boards and discussed the project and answered questions from the

attendees. The display boards had pertinent information from the application including reference photos, conceptual elevations and renders of the proposed data center buildings, and conceptual site plans and aerials of the property. The presentation boards are included as **Exhibit B** to this report.

No specific concerns or questions were raised from the public during this meeting, just general informational questions about the project that Ms. Oberholtzer addressed individually with the attendees through an explanation of the application and its components.

The meeting concluded at 7:00 PM.

Neighborhood Meeting Sign-In Sheet

Hermosa Ranch Technology Campus
Major Planned Area Development Amendment
Case No. PL-25-0054
Neighborhood Meeting – May 6, 2025
Avondale City Hall
11465 W. Civic Center Drive Avondale, AZ 85323

Name	Address	City & Zip Code	Phone/E-Mail
Jack Hayes	[REDACTED]	[REDACTED]	[REDACTED]
John Vanderwey	[REDACTED]		[REDACTED]
Patti Nielson	[REDACTED]	[REDACTED]	[REDACTED]
MATT LOCK	[REDACTED]	[REDACTED]	

Neighborhood Meeting Sign-In Sheet

Hermosa Ranch Technology Campus
Major Planned Area Development Amendment
Case No. PL-25-0054
Neighborhood Meeting – May 6, 2025
Avondale City Hall
11465 W. Civic Center Drive Avondale, AZ 85323

Name	Address	City & Zip Code	Phone/E-Mail
Luke Ashworth			
Terry Dwyer			
Nick Vanderwey			
Laura Ortiz			
Juan & Bertha			
Nick Peterson			
Monika Smriti	city of Avondale	Avondale Planning	623-333-4042
Marcos Garcia			
Curtis Nielson			

Hermosa Ranch Technology Campus
Major Planned Area Development Amendment
Case No. PL-25-0054
Neighborhood Meeting – May 6, 2025
Avondale City Hall
11465 W. Civic Center Drive Avondale, AZ 85323

[illegible]

HERMOSA RANCH TECHNOLOGY CAMPUS - NORTH
VICINITY MAP



LEGEND

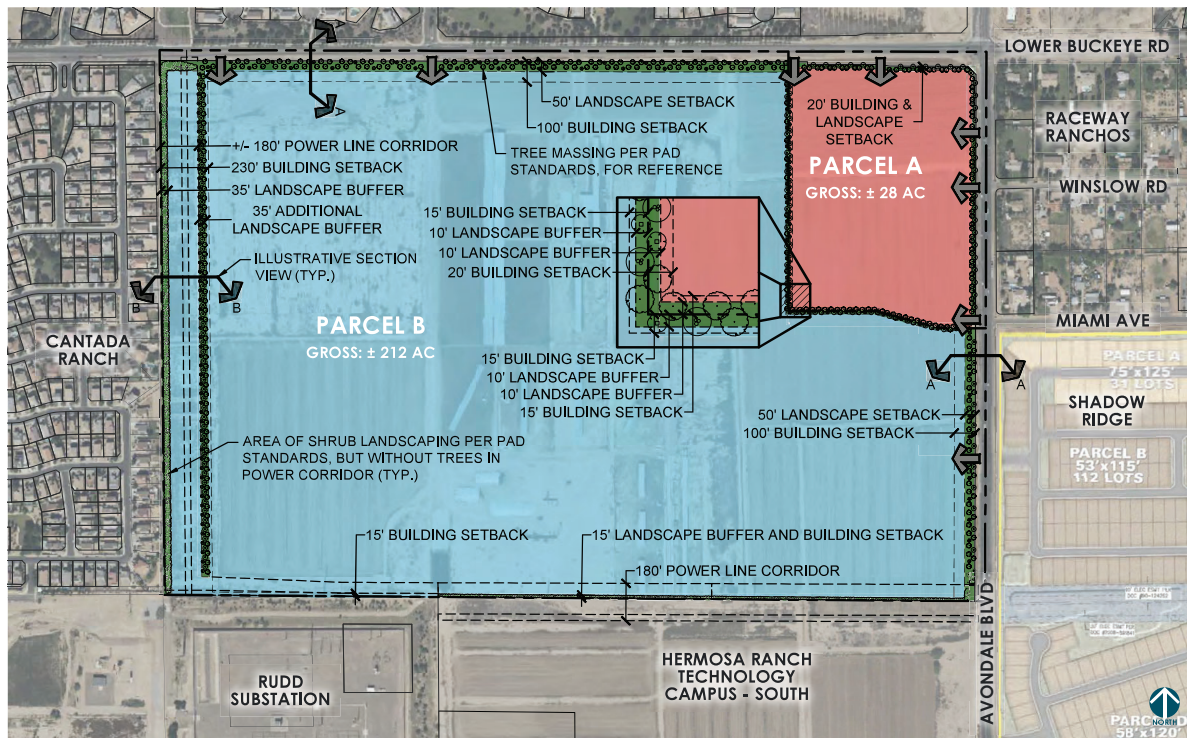
 HERMOSA RANCH TECHNOLOGY CAMPUS - NORTH
 AVONDALE CITY LIMITS

 RIVER/WATERSHED AREA
 MARICOPA COUNTY JURISDICTION



HERMOSA RANCH TECHNOLOGY CAMPUS - NORTH

CONCEPTUAL DEVELOPMENT PLAN

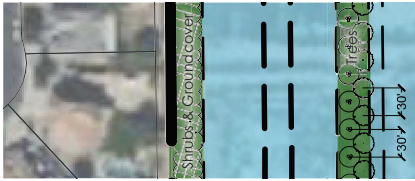


NEIGHBORHOOD MEETING | MAY 6, 2025

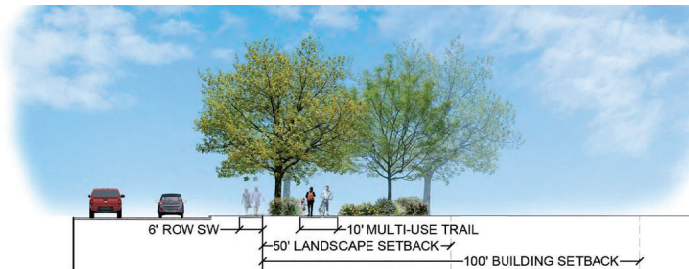
HERMOSA RANCH TECHNOLOGY CAMPUS - NORTH

ILLUSTRATIVE SECTIONS

Note: Total volume of trees will average 15-foot spacing, tree spacing is shown offset from each other to allow mature sizing and to minimize development visibility from the existing residential area. Western buffer will include shrubs since trees are not allowed in power corridor.



TREE MASSING ENLARGEMENT



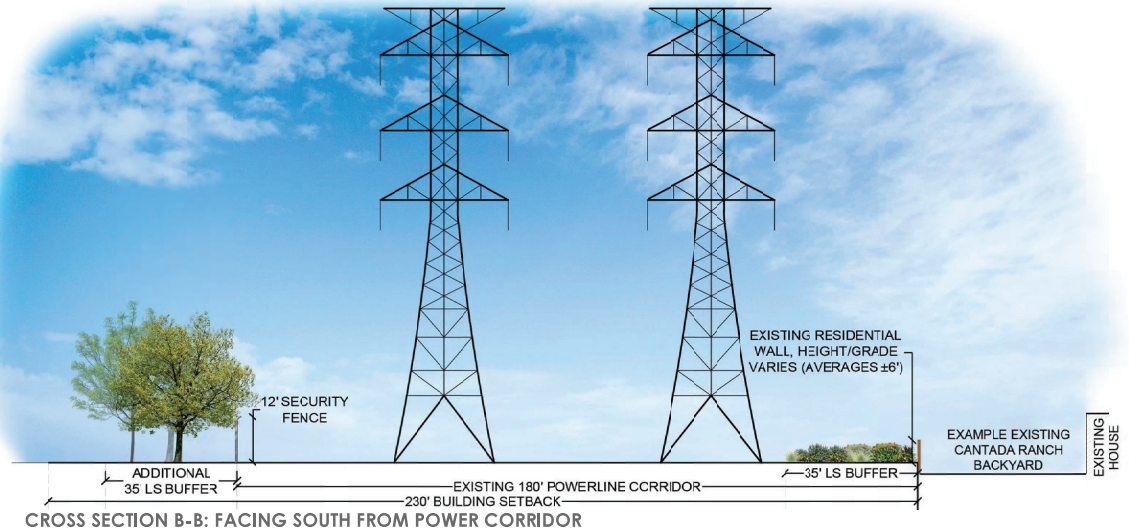
CROSS SECTION A-A: FACING E. ON LOWER BUCKEYE RD OR S. ON AVONDALE BLVD, ADJACENT TO EMPLOYMENT PARK

Note: Landscaping shown is intended to demonstrate general scale, character and placement. Final design shall be per the plant list and standards provided in the PAD narrative, and will vary by its individual context. For reference, A-A's setback will include one 24-inch box tree and ten 5-gallon shrubs planted every twenty feet of street frontage, and B-B's buffers will include three 5-gallon shrubs every 15 feet in the western 35-foot buffer (no trees allowed in power line corridor) and one 24-inch box tree planted every fifteen feet in the additional 35-foot buffer.

Tree List

The following list is inspired by the area's existing conditions and the 2014 City of Avondale's Street Tree Master Plan. The list should be used as a guide for inspiration, any plant scheme that is consistent with City codes shall be permitted.

Trees:
 Acacia aneura (Mulga)
 Acacia salicina (Willow Acacia)
 Acacia smallii (Sweet Acacia)
 Chilopsis linearis (Desert Willow)
 Chitalpa tashkentensis (Chitalpa)
 Eucalyptus papuana (Ghost Gum)
 * Primary tree for Lower Buckeye Road
 Pistacia chinensis 'Red Push' (Red Push Pistache)
 * Primary tree for Avondale Boulevard in South Avondale Character Area
 Prosopis chilensis (Thornless Mesquite)
 ** Secondary tree for Avondale Boulevard in South Avondale Character Area and
 ** Secondary tree for Lower Buckeye Road
 Ulmus parvifolia 'Sempervirens' (Chinese Elm)
 Vitex agnus-castus (Chaste Tree)



CROSS SECTION B-B: FACING SOUTH FROM POWER CORRIDOR

NEIGHBORHOOD MEETING | MAY 6, 2025

HERMOSA RANCH TECHNOLOGY CAMPUS - NORTH
CONCEPTUAL DATA CENTER BUILDING RENDERING



RENDERINGS ARE INTENDED TO ILLUSTRATE DESIGN INTENT AND ARE SUBJECT TO CHANGE.

NEIGHBORHOOD MEETING | MAY 6, 2025

HERMOSA RANCH TECHNOLOGY CAMPUS - NORTH
CONCEPTUAL DATA CENTER BUILDING RENDERING



RENDERINGS ARE INTENDED TO ILLUSTRATE DESIGN INTENT AND ARE SUBJECT TO CHANGE.

NEIGHBORHOOD MEETING | MAY 6, 2025



LANDSCAPE LEGEND

TREES / PALMS

	Pistacia X	24" Box
	'Red Push' - Standard	
	L Buckeye Primary Tree	
	Character Tree	24" Box
	Eucalyptus papuana	
	Ghost Gum - Standard	
	Avondale Primary Tree	
	Character Tree	24" Box
	Vitex agnus-castus	
	Chaste Tree - Multi Trunk	
	Acacia salicina	24" Box
	Willow Acacia	
	Standard	
	Chilopsis lineris 'Bubba'	36" Box
	Desert Willow	
	Multi Trunk	
	Acacia aneraua	24" Box
	Mulge Tree	
	Standard	
	Washingtonia filifera	18' Tr
	Hybrid Fan Palm	Height
	Acacia farnesiana	24" Box
	Sweet Acacia	
	Standard	
	Thornless Chilean	24" Box
	Prosopis chilensis	

SHRUBS / ACCENTS

	Ruellia peninsularis
	Desert Ruella
	Leucophyllum frutescens
	Green Cloud Sage
	Leucophyllum candidum
	Silver Cloud Sage
	Leucophyllum frutescens
	Compacta Sage
	Muhlenbergia capillaris
	Regal Mist Deer Grass
	Leucophyllum langmaniae
	Lynn's Legacy
	Caesalpinia mexicana
	Mexican Bird of Paradise
	Tecoma stans
	Yellow Bells
	Dasylirion quadrangulatum
	Toothless Desert Spoon
	Hesperaloe parviflora
	Yellow Yucca
	Dodonaea viscosa
	Hopseed Bush
	Hesperaloe parviflora
	Red Yucca
	Callistemon citrinus
	Little John Dottle Dush
	Yucca Rostrata
	Twisted Leaf Yucca
	Leucophyllum langmaniae
	Rio Bravo Sage

GROUNDCOVERS

	Lantana X
	Gold Mound
	Lantana X
	Dallas Red
	Ruellia Simplex
	Mexican petunia
	3/4" Screened Mahogany
	Brown 2" min thickness in all landscape areas

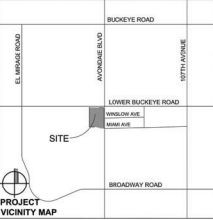
PROJECT TEAM

Developer:
Evergreen Devco,
2390 E. Camelback Rd., Ste 410
Phoenix, Arizona 85016
Contact: Alissa Caton
Ph: (208) 724-1759
Email: acaton@evgre.com

Architect:
Butler Design Group
5013 E. Washington St., Ste. 00
Phoenix, Arizona 85034
Contact: David Reuleman
Ph: (602) 625-1405
Email: david@butlerdesigngroup.com

Civil:
Hubbard Engineering
1201 S. Alma School Rd., Ste 12000
Mesa, Arizona 85210
Contact: Greg Brown
Ph: (480) 892-3313
Email: gbrown@hubbardengineering.com

Landscape:
Laskin & Associates, Inc.
2113 F. Washington St., Ste. 10
Phoenix, Arizona 85034
Contact: Daniel Dodson
Ph: (602) 641-8801
Email: daniel@laskindesign.com



LANDSCAPE CALCULATIONS:

L Buckeye Road: (848' - 80' Drive Open = 768')
Required: 39 Trees
Provided: 33 Trees / 06 Palms
Required: 370 Shrubs
Provided: 376 Shrubs

Avondale Blvd: (1220' - 100' Drive Open = 1120')
Required: 56 Trees
Provided: 43 Trees / 13 Palms
Required: 570 Shrubs
Provided: 576 Shrubs

West Perimeter: (1194'-0")
Required: 10 Trees
Provided: 47 Trees
Required: 120 Shrubs
Provided: 120 Shrubs

South Perimeter: (870' - 232' Paved Drive = 638")
Required: 11 Trees
Provided: 22 Trees
Required: 63 Shrubs
Provided: 33 Shrubs

SETBACK LANDSCAPE DATA
LOWER BUCKEYE ROAD / AVONDALE
TOTAL SETBACK AREA
37,340 S.F. (OPEN SPACE IN EASEMENT).

TOTAL COVERAGE REQUIRED:
24,205 S.F. (WITHIN SETBACK).

INER TRAIL SURFACE AREA:
17,254 S.F. (WITHIN SETBACK).

REMAINING OPEN SPACE:
20,084 S.F. (EXCLUDING TRAIL)

SETBACK LIVE COVERAGE REQUIREMENTS:
13,051 S.F. 0.65% of 20,084 S.F.

SETBACK LANDSCAPE DATA
SOUTH AND WEST PERIMETER
TOTAL IS (10') SETBACK AREA
20,610 S.F. x .60

TOTAL COVERAGE REQUIRED:
12,369 S.F. (WITHIN SETBACK).

PROVIDED LIVE
69 Trees (27) = 157 S.F. ea. - 10,833 S.F.
180 Shrubs (2) = 25.0 S.F. ea. - 4,500 S.F.
Total 15,333 S.F. (74%)



SWC Avondale Blvd and Lower Buckeye Road
Proposed Commercial Development
Avondale, Arizona

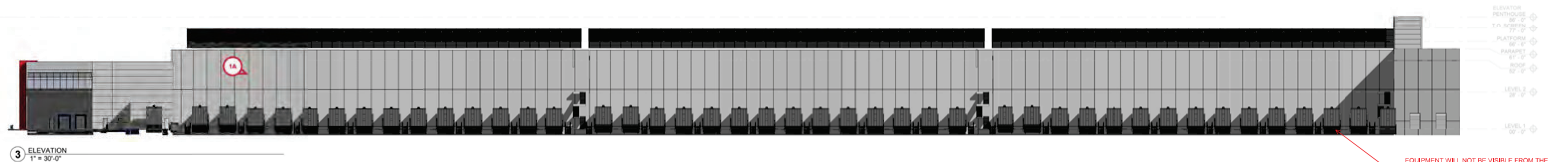
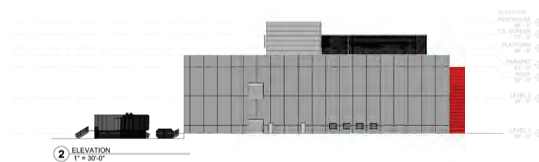
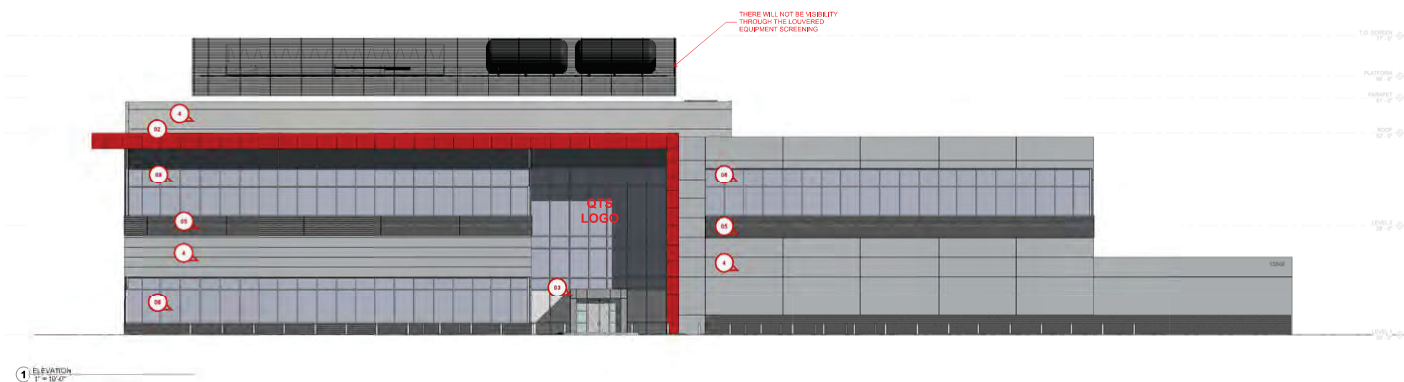
Project No.: 21056_ST23
Issue Date: 05-06-2025
Title: PRELIMINARY LANDSCAPE PLAN



DESIGN STANDARD	CURRENT PAD (PARCEL B)	PROPOSED PAD (PARCEL B)
MAXIMUM HEIGHT	50' ¹ / 75' ³	52'¹ / 77'³
MAXIMUM BUILDING COVERAGE	50%	50%
MINIMUM PERIMETER BUILDING SETBACKS		
ADJACENT TO ARTERIAL ROADWAY (EAST AND NORTH)	100'	100'
ADJACENT TO RESIDENTIAL ZONING DISTRICT OR USE (WEST)	230'	230'
ADJACENT TO OTHER USES (SOUTH AND NORTHEAST COMMERCIAL)	15'	15'
MINIMUM INTERIOR BUILDING AND LANDSCAPE SETBACK	0' ⁴	0' ⁴
MINIMUM LANDSCAPE SETBACK ⁵		
ADJACENT TO ARTERIAL ROADWAY (EAST AND NORTH)	50'	50'
MINIMUM LAND USE BUFFER (LANDSCAPED) ⁵		
ADJACENT TO RESIDENTIAL ZONING DISTRICT OR USE (WEST)	35'	35'
ADJACENT AND EAST OF POWER LINE CORRIDOR (COMPONENT OF WEST) ⁶	35' ⁷	35' ⁷
ADJACENT TO COMMERCIAL ZONING DISTRICT OR USE (NORTH AND EAST)	10'	10'
ADJACENT TO EMPLOYMENT ZONING DISTRICT OR USE (SOUTH)	15'	15'
ADJACENT TO EXISTING SUBSTATION (SOUTH)	0'	0'

Notes:

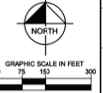
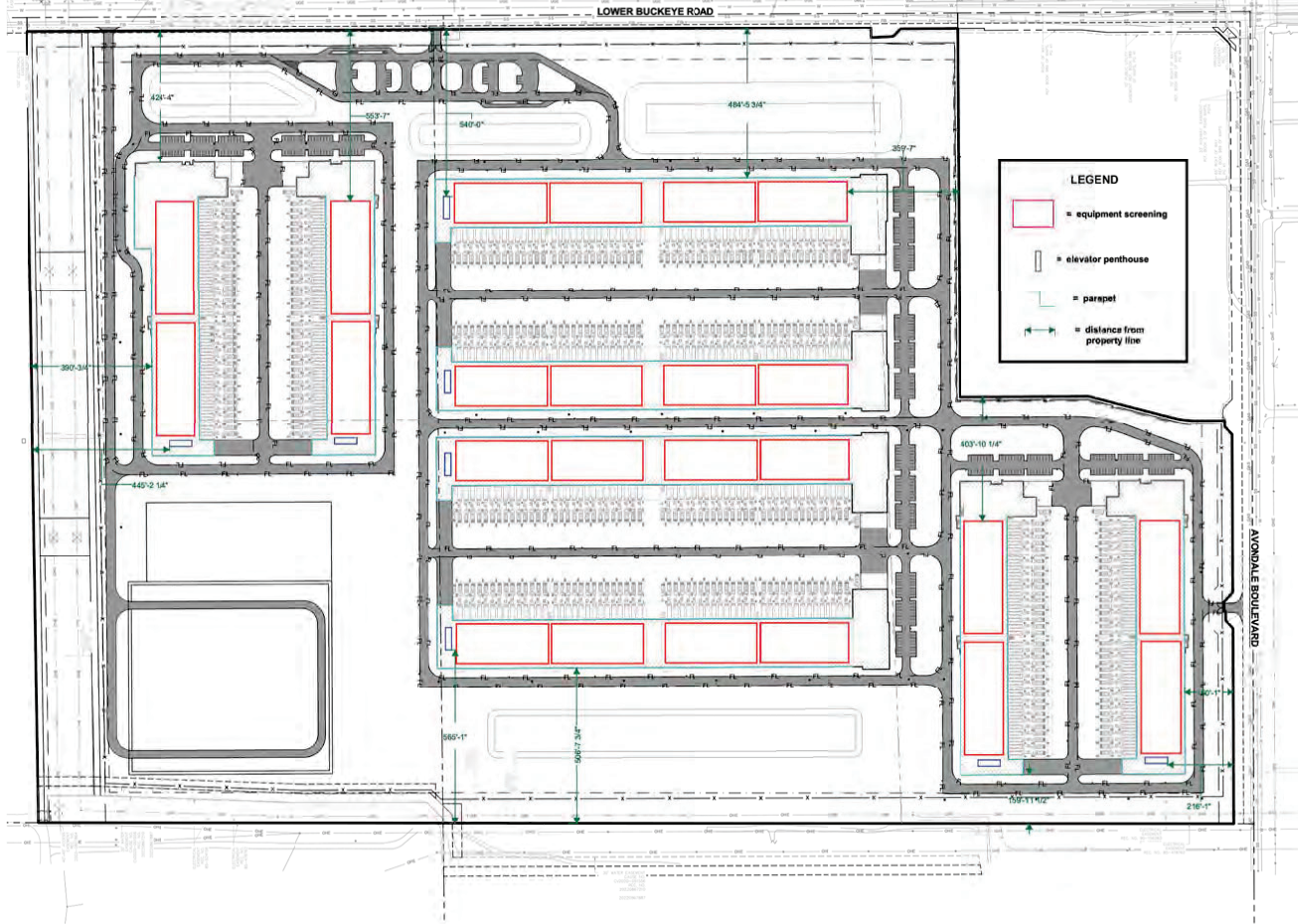
1. Building height is the vertical distance measured from the adjacent grade level to top of roof.
2. Chimneys, bulkheads, penthouses not for human occupancy, ventilators, skylights, water tanks, and other similar mechanical equipment shall be limited to fifteen (15) feet above the building height limit and shall be fully screened or integrated into the building architecture. Parapet walls or cornices may extend to a maximum of five (5) feet above the building height limit. The height of the parapet wall or cornice shall be measured from the highest side of a sloped roof. (Section 28-134, Avondale Zoning Ordinance)
3. Chimneys, bulkheads, penthouses not for human occupancy, ventilators, skylights, water tanks, cooling equipment, and other **similar** mechanical equipment shall be limited to twenty-five (25) feet above the building height limit, **set back ten (10) feet from the edge of the building**, and shall be fully screened or integrated into the building architecture. Parapet walls or cornices may extend to a maximum of **nine (9) feet** above the building height limit. The height of the parapet wall or cornice shall be measured from the highest side of a sloped roof. **Elevator penthouse may extend to a maximum of 86' measured from the adjacent grade level to top of elevator penthouse.**
4. Interior building or landscape setbacks are not required for Employment Park parcels created within this PAD area.
5. Parking and maneuvering areas shall not be permitted in Landscape Setback or Landscaped Land Use Buffer.
6. See Exhibits 6 and 7 for location references.
7. This buffer is additional to the standard western buffer and will only include trees, no shrubs are required, as detailed in Section VIII.



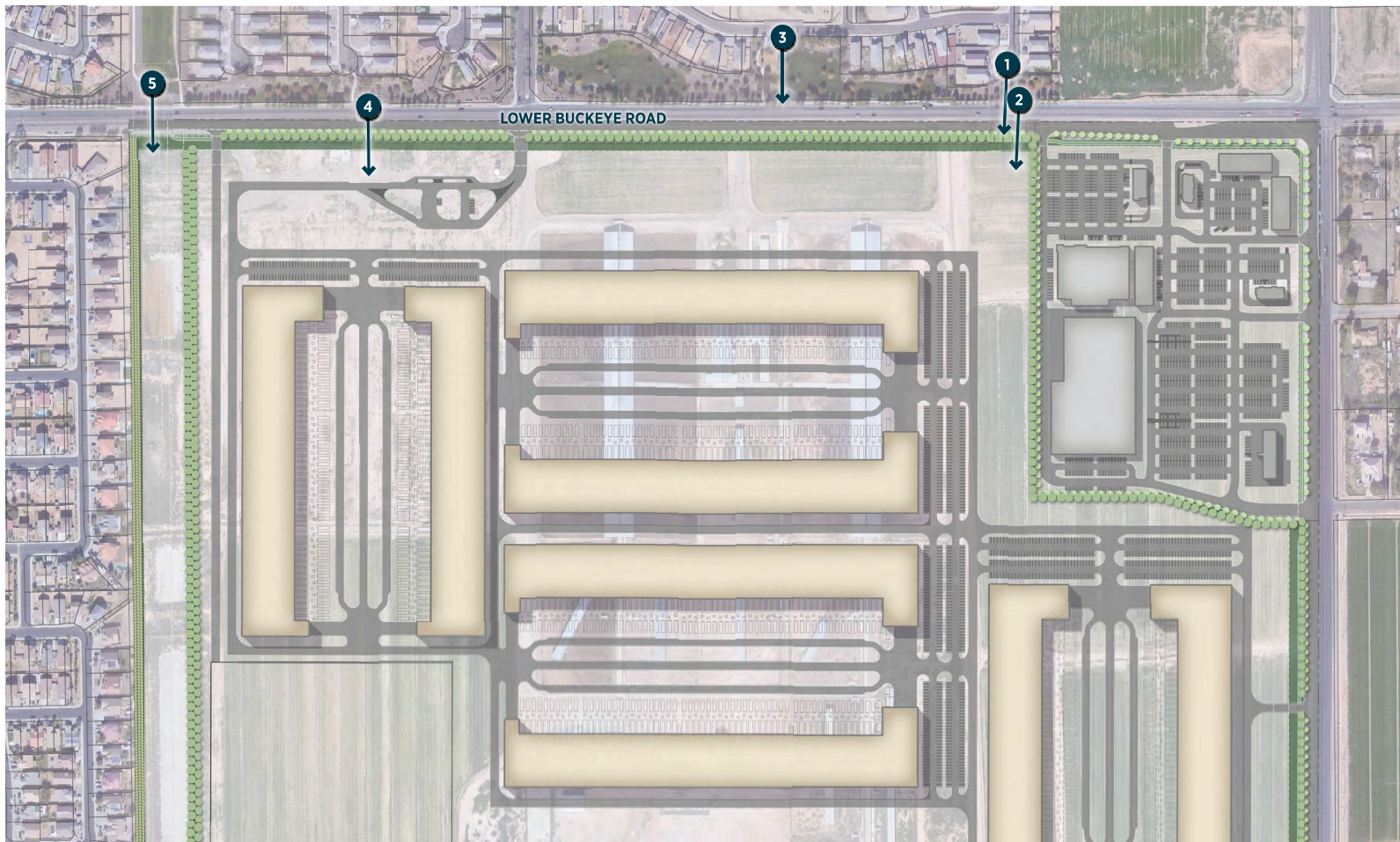
****THIS EXHIBIT AIMS TO SHOW THE DISTANCE FROM THE ROOFTOP EQUIPMENT SCREENING, ELEVATOR PENTHOUSE, AND PARAPET TO THE PROPERTY LINES.**

DESIGN AND DISTANCES ARE APPROXIMATE BASED ON THIS EDITION OF THE SITE PLAN.

EQUIPMENT SCREENING WILL BE 10' FROM THE PARAPET EDGE.**



Kimley-Horn 7710 AVONDALE BOULEVARD, SUITE 200 AVONDALE, AZ 85015 PHONE: 617-331-6111, 482-741-580	
QTS PHX4 AVONDALE, AZ	
SITE PLAN	
SHEET NUMBER EXHIBIT	
DATE: MARCH 2015	SCALE: AS SHOWN
DESIGNED BY: JH	DRAWN BY: JH
CHECKED BY: JH	APPROVED BY: JH



HERMOSA RANCH TECH CAMPUS | VIEW LOCATIONS

APRIL 2025



NORRIS
DESIGN
PEOPLE + PLACEMAKING



HERMOSA RANCH TECH CAMPUS | VIEW 01 | EXISTING CONDITIONS

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 01

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 01 - AMENDED BUILDING HEIGHTS

APRIL 2025

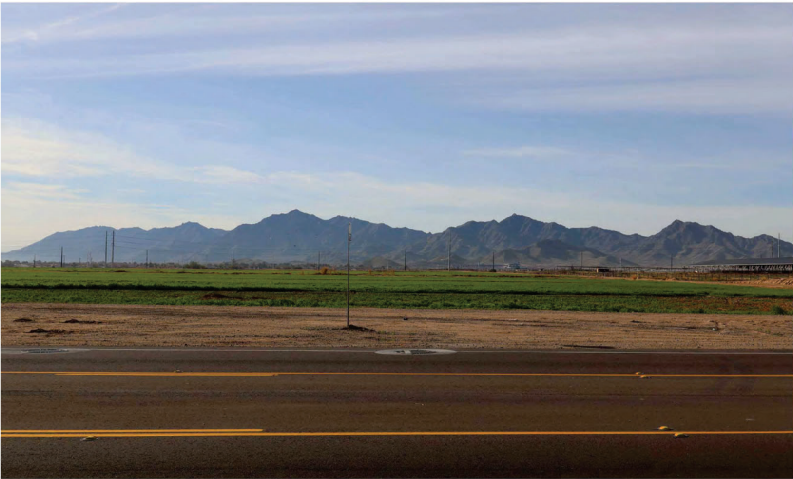
NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 01 - AMENDED BUILDING HEIGHTS & TREE SCREENING

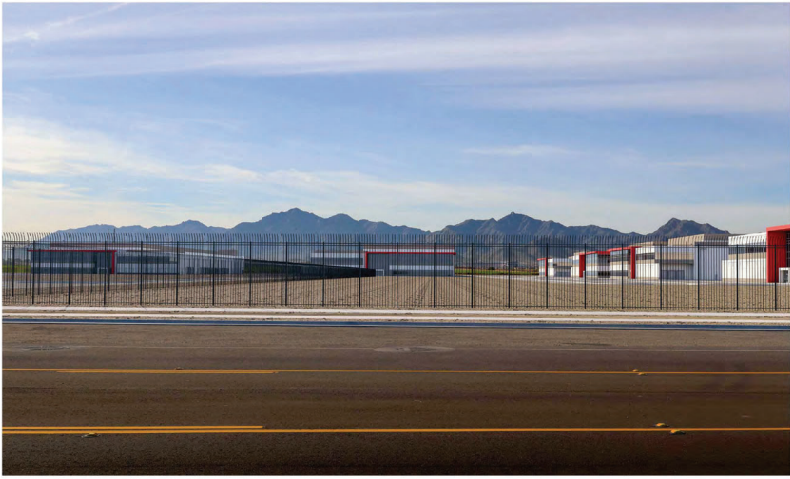
APRIL 2025

NORRIS
DESIGN



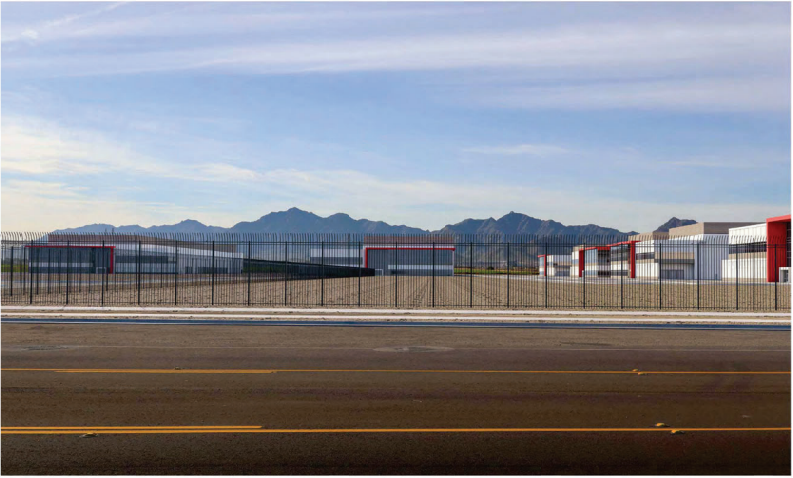
HERMOSA RANCH TECH CAMPUS | VIEW 02 | EXISTING CONDITIONS
APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 02
APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 02 - AMENDED BUILDING HEIGHTS
APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 02 - AMENDED BUILDING HEIGHTS & TREE SCREENING
APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 03 | EXISTING CONDITIONS

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 03

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 03 - AMENDED BUILDING HEIGHTS

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 03 - AMENDED BUILDING HEIGHTS & TREESCREENING

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 04 | EXISTING CONDITIONS
APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 04
APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 04 - AMENDED BUILDING HEIGHTS
APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 04 - AMENDED BUILDING HEIGHTS & TREESCREENING
APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 05 | EXISTING CONDITIONS

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 05

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 05 - AMENDED BUILDING HEIGHTS

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 05 - AMENDED BUILDING HEIGHTS & TREE SCREENING

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 01 - HOUSES

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 02 - HOUSES

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 03 - HOUSES

APRIL 2025

NORRIS
DESIGN



HERMOSA RANCH TECH CAMPUS | VIEW 04 - HOUSES

APRIL 2025

NORRIS
DESIGN



Exhibit F
Public Comment

From: [Jeremy Vigil](#)
To: [Joshua Orton](#)
Subject: Avondale data center
Date: Thursday, April 24, 2025 8:22:09 PM

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Good day Joshua. It was brought to my attention that their had been a request for a height change in the proposed data center to be built on Avondale and lower buckeye. I would like to express my feelings of why this should not be allowed. This is a beautiful residential area with an amazing view of the estrella Mountains from many of the bedroom windows throughout the existing communities. Yes we do are the other homes but there is no need for large industrial buildings to throw off the majestic view that we all came here for and enjoy. I do know we need some commercial activity in the neighborhood as far as stores, fuel, and dining. There are still more communities being built in this surrounding area and we will be needing these services at this prime location. I do not know much about the purchase and plans all together but I don't think we need to let the main provider of this center take advantage and build such a large obstruction to what we all love. Thank you for your time and consideration.

From: [Chris Phillips](#)
To: [Joshua Orton](#)
Subject: building height for data center
Date: Tuesday, April 29, 2025 6:48:11 AM

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

I'm writing regarding the requested height change for the planned data center on the SW corner of Lower Buckeye and Avondale Blvd. My husband and I live along Avondale Blvd and hope that the height change is NOT allowed. Please represent our voice at the upcoming request to make this change. We vote NO. Thank you!

--

Chris Phillips

 [@gmail.com](#)

From: [lynn gile](#)
To: [Joshua Orton](#)
Subject: Building requested height increase
Date: Saturday, April 26, 2025 7:53:02 PM

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Please do not allow the height of the storage building being built on Avondale Blvd and MC85 be increased to 86 feet from the original requested building height of 50 feet.

There are too many multi story unsightly buildings going up all over Avondale.

Lynn Gile
[REDACTED]@hotmail.com

Get [Outlook for Android](#)

From: [jaime pulido](#)
To: [Joshua Orton](#)
Cc: [Isabel Sanchez](#)
Subject: Concern Regarding Height Increase for Planned Data Center – SW Corner of Lower Buckeye & Avondale Blvd
Date: Thursday, April 24, 2025 8:37:36 PM

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Dear Joshua,

I hope this message finds you well.

I was recently made aware of the proposed height increase for the data center planned for the southwest corner of Lower Buckeye Road and Avondale Boulevard. As a resident of Avondale, I would like to express my concern and opposition to this change.

One of the defining features of our community is the unobstructed view of the Sierra Estrella Mountains. This scenic backdrop adds significant value to the character and quality of life in our neighborhoods. Increasing the height of the planned facility would unfortunately obstruct this view, which many residents deeply appreciate and wish to preserve.

Additionally, there is a strong need and desire among residents for more local shops, restaurants, and community spaces in this area. Many of us believe this corner has the potential to become a vibrant commercial hub that better serves the day-to-day needs of our community.

I kindly ask that you share these concerns with the planning board and take into consideration the priorities and feedback of local residents as this development moves forward.

Thank you for your time and commitment to serving the community.

Sincerely

Jaime Pulido

[Sent from the all new AOL app for iOS](#)

From: [Gwen Reddersdorf](#)
To: [Joshua Orton](#)
Subject: Data center
Date: Thursday, April 24, 2025 1:56:38 PM

I oppose the height change to the planned data center on lower buckeye. These data centers do not bring many jobs to the city. We need more shopping & restaurants.

Gwen Reddersdorf
Sent from my iPhone

From: [REDACTED]
To: [Joshua Orton](#)
Subject: Data Center @ Lower Buckeye and Avondale Blvd
Date: Thursday, April 24, 2025 8:39:49 AM

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Mr. Orton,

I am writing to you to request that building height restrictions at 50ft be maintained. I live a mile away and this is a residential community not an industrial area. This data center will bring more traffic to this quiet area which we don't need but apparently the data center has already gotten the green light. Please fight for it to remain less than 50ft tall. We don't need a taller eyesore in our residential community. The land that the data center is going on had a beautiful dairy and that has now been demolished. I grew up in Laveen and have lived in my current home at 107th and Lower Buckeye for almost 10 years.

Thank you
Jennifer Blankenship
Avondale Resident.

From: [REDACTED]
To: [Joshua Orton](#)
Subject: Data Center Heights Proposal
Date: Monday, April 28, 2025 2:43:55 PM

Good afternoon Joshua Orton,

I am a local resident of Avondale, AZ and I am writing to oppose the proposed increase in the height of the data center to be built on the corner of Lower Buckeye & Avondale Blvd. This will create an eyesore and make our beautiful Avondale community look too industrialized when the surrounding communities are all residential. Our Avondale community deserves better than this.

Warm Regards,
Stephanie V.

Sent from my iPhone

From: [Michael Gaffney](#)
To: [Joshua Orton](#)
Subject: Data center Lower Buckeye and Avondale Road
Date: Friday, April 25, 2025 2:53:29 PM

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Dear Mr. Orton,

I am writing to you to express my deepest concerns at having a data center at this location. I am against it completely. Data centers provide little to the local economy and very few jobs. I am requesting that this proposal be turned down and the property used to enhance the quality of life for the residents of Avondale.

Thank you
Michael Gaffney



[Sent from Yahoo Mail for iPhone](#)

From: [Celya Davidson](#)
To: [Joshua Orton](#)
Subject: Data Center on Avondale Blvd and Lower Buckeye
Date: Wednesday, April 30, 2025 7:41:11 AM

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

To the esteemed committee,

As the HOA president and homeowner in Cantada Ranch, I wish to express my concerns regarding the proposed project's height. While I recognize the economic benefits of creating high-paying jobs, the building's scale presents significant drawbacks for our community. The increased height will obstruct the scenic views of the mountains and NASCAR track from Avondale Blvd, diminishing the aesthetic appeal of our neighborhood. Furthermore, many residents chose this location specifically to avoid such structures, and this building will negatively impact their property values and enjoyment of their homes. While acknowledging the city's growth and the strategic advantages of the nearby electric station, I urge you to consider the significant negative impact on the quality of life for existing homeowners. The proposed height will severely detract from the tranquility and enjoyment of our homes, including my own significant investment in landscaping and backyard improvements. Therefore, I strongly request that the building height be reconsidered.

Thank you

Celia Davidson



From: [BrendaYoly](#)
To: [Joshua Orton](#)
Subject: height change at sw corner of Lower Buckeye and Avondale Boulevard
Date: Saturday, April 26, 2025 12:35:24 PM

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Good morning, Mr Orton!

I am an Avondale resident who lives within one mile of the sw corner located at Lower Buckeye and Avondale Boulevard, and I oppose to the hight change of the new construction for this location. We need infrastructure that supports our daily living such as shops and restaurants not more warehouses.

Sincerely,

Yolanda Burnstad

From: [eduardo aguayo](#)
To: [Joshua Orton](#)
Subject: Height change for data center
Date: Thursday, April 24, 2025 2:33:37 PM

I oppose Height change for data center it is unnecessary in Avondale

From: [Brian Bankrollins](#)
To: [Joshua Orton](#)
Subject: I Oppose the ammendment request
Date: Friday, April 25, 2025 4:44:09 PM

This Message Is From an External Sender

This message came from outside your organization.

I Brian Bank Rollins, a resident of Avondale, AZ. Who lives at the same intersection of the new proposed technology campus, i oppose the height ammendment request. I oppose the entire data center, but i believe its passed that point.

Thank you for your time reading this email and I hope you take the voices of the peoples request, into any considerations.

From: [genevieve quinonez](#)
To: [Joshua Orton](#)
Date: Sunday, April 27, 2025 2:50:20 PM

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

I do not want the height to be changed! It's ridiculous that our voice is not being heard! I say no! Enough!!

From: [Orva Aukes](#)
To: [Joshua Orton](#)
Date: Friday, April 25, 2025 10:56:59 AM

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Oppose height change of planned data center on SW corner of Lower Buckeye and 'Avondale

From: [marsha williams](#)
To: [Joshua Orton](#)
Subject: Oppose
Date: Saturday, April 26, 2025 10:20:12 AM

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Hello. My name is Marsha Williams. I live at [REDACTED] I oppose the additional height added to the building. We need more shopping centers and restaurants in Avondale now. Thanks.

Sent from my Verizon, Samsung Galaxy smartphone

Get [Outlook for Android](#)

From: [Billie Scott](#)
To: [Joshua Orton](#)
Subject: Opposing City of Avondale Request to Amend Data Center Height
Date: Thursday, May 1, 2025 7:52:49 AM

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Good Morning,

My name is Billie Scott and I am a long time resident of Avondale, moved here when I was 16 now I am going on 44 years old. I have seen so many changes in the 10 mile radius I live in now that it no longer feels like it used to be. We moved here away from Phoenix where it is extremely hot because of the many high buildings and lack of wind/air flow because of those buildings. The Data Center was approved with a height of 50 feet and that is where it should stay. We residents need more for our community as what was promised already (dining, shopping, activities center). How much of the community resources will go to this facility? A Community Garden, Dog Park, Family Park or a Water Park would be more beneficial to our community. Those things would create jobs as well as improve our community for a better way of life, to be able to enjoy being outside and with the community.

And don't get me started on Avondales 'Control Burn' methods. All that smoke from burning materials fills the air, the air we humans and animals breath. The particulates land on our houses, cars, ground and on us. When it rains all that crap goes into the ground, and will end up in our groundwater and the plants from which we grow food. With these practices the 'Control Burn' is not a healthy or responsible action for our community or our planet, because honestly doesn't air travel? So that smoke pollutes everything and travels distances far from the burn location. Just Stop The Madness!!

Thank you for listening and anything you can do to help our community.

Just another Concerned Citizen

Billie

From: [Montoya Johnson!](#)
To: [Joshua Orton](#)
Subject: Opposition of increased height of data center.
Date: Saturday, April 26, 2025 4:28:56 AM

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

As a tax payer not only did I oppose the rezoning from residential to commercial but now you're wanting to increase the height beyond what was already approved for this data center. It's bad enough we got all these electrical wires releasing who knows what and now you want to add this eye sore and extra issue. Let this be the residential community that was being marketed and advertised to us when Avondale started passing out permits to build in the Alamar communities and sale homes.

Montoya Tolliver

From: [Fatuma Shiwoko](#)
To: [Joshua Orton](#)
Subject: Opposition to Height Amendment for Planned Data Center at Lower Buckeye and Avondale Blvd
Date: Saturday, April 26, 2025 12:39:36 PM

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Dear Mr. Orton,

I hope this email finds you well. My name is Fatuma, and I am a resident of Avondale. I am writing to express my strong opposition to the proposed height amendment for the planned data center at the southwest corner of Lower Buckeye and Avondale Blvd.

I understand that the original approval for the data center allowed a height of 50 feet, but I am deeply concerned about the request to increase the height to 86 feet. This change would significantly alter the character of our community, which is primarily residential. Avondale is a beautiful, family-oriented area, and increasing the height of this data center would make it more industrial in appearance, which is not in line with the vision we have for our neighborhoods.

Additionally, while the data center may bring a few jobs, evidence suggests that these types of facilities often do not deliver the significant job creation that is promised. The number of permanent jobs created by a data center is typically low, and many of the positions require specialized skills, which may not benefit the local workforce. We were also promised more infrastructure improvements in the area, such as dining and shopping options south of I-10, but these have not materialized.

As a tax-paying resident, I strongly believe that the needs and concerns of the community should be prioritized. I urge you to consider the impact of this height change on our neighborhood and to represent our voices at the upcoming planning meeting.

Thank you for your time and attention to this matter. I trust that you will take the concerns of Avondale residents into account when making your decision.

Sincerely,
Fatuma Shiwoko
Avondale, AZ

From: [Rudy Tresvalles III](#)
To: [Joshua Orton](#)
Subject: Proposition to Ammend height of data center
Date: Tuesday, April 29, 2025 9:16:43 PM

This Message Is From an External Sender

This message came from outside your organization.

Subject: Feedback on Proposed Data Center near Avondale Blvd and Lower Buckeye

I am writing to share my thoughts on the proposed data center near Avondale Boulevard and Lower Buckeye. I live in Avondale and am concerned about the potential impact of this project on our community especially with the proposed ammendment to height of the structure. I would also appreciate the opportunity to learn more about the plans for traffic mitigation. I am also interested in understanding the potential noise levels associated with the data center's operation. Increased traffic and noise pollution are major concerns for me and other residents. I look forward to discussing these issues further. I hope that you consider the community's concerns.

Rudy Tresvalles



[Yahoo Mail: Search, Organize, Conquer](#)

ORDINANCE NO. 2026-0725

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY ± 239 GROSS ACRES GENERALLY LOCATED AT THE SOUTHWEST CORNER OF AVONDALE BOULEVARD AND LOWER BUCKEYE ROAD, AS SHOWN IN APPLICATION PL-25-0054, AND AMENDING THE HERMOSA RANCH TECHNOLOGY CAMPUS – NORTH PLANNED AREA DEVELOPMENT (PAD).

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”), pursuant to ARIZ. REV. STAT. § 9-462.04, to amend the Hermosa Ranch Technology Campus – North Planned Area Development (PAD) zoning for approximately ± 239 gross acres generally located approximately at the southwest corner of Avondale Boulevard and Lower Buckeye Road, as shown in application PL-25-0054 (the “Zoning Atlas Amendment”); and

WHEREAS, all due and proper notices of the public hearings on the Zoning Atlas Amendment held by the City of Avondale Planning Commission (the “Commission”) and by the City Council were given in the time, form, and substance provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, on June 18, 2025, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing the Commission recommended approval by a vote of 5-0; and

WHEREAS, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on July 7, 2025; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the City Council has considered the individual property rights and personal liberties of the residents of the City before adopting this Ordinance; and

WHEREAS, the City Council has considered the probable impact of the Zoning Atlas Amendment on the cost to construct housing for sale or rent and finds that the proposed Zoning Atlas Amendment will have no probable impact on the cost to construct housing for sale or rent.

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

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

SECTION 2. The Zoning Atlas Amendment, is hereby approved, for ±239 gross acres generally located at the southwest corner of Avondale Boulevard and Lower Buckeye Road, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. Development shall generally conform to the Hermosa Ranch Technology Campus North - PAD Narrative dated April 3, 2024, and the PAD Amendment Narrative dated May 29, 2025, except as modified by the following stipulations.

2. Commencement of horizontal construction for the project shall begin within four (4) years from the date (May 6, 2024) of the original City Council approval for the PAD, per Avondale City Code Section 28-113(d) Expiration.

3. All development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details, unless a standards deviation has been approved.

4. The developer of Parcel A shall install perimeter off-site improvements within the public right-of-way adjacent to Parcel A, which will be completed with the initial development of Parcel A and prior to issuance of a certificate of occupancy. The developer of Parcel B shall install perimeter off-site improvements within the public right-of-way adjacent to Parcel B, which will be completed with the initial development of Parcel B and prior to issuance of a certificate of occupancy. The location of Parcels A (commercial center) and B (data center) is identified in Exhibit 6 of the Hermosa Ranch Technology Campus North - PAD Narrative dated April 3, 2024.

5. The project will be required to install a 16-inch water line along Lower Buckeye Road as the parcels develop. Transitions of public infrastructure may be required beyond parcel frontages to achieve appropriate traffic and utility flow. Water line improvements across the frontages of Parcel A or Parcel B must be connected back, at each end, to the existing 12-inch water line in Lower Buckeye Road until such time as the entire 16-inch water line across Parcels A and B frontages has been constructed. The developers of Parcels A and B shall be responsible to abandon in-place the existing 12-inch water line across the respective frontages along Lower Buckeye Road.

- a. In the event that construction commences on Parcel A first, the 16-inch water line at the east end of the Parcel A frontage along Lower Buckeye Road shall be connected to the existing 24-inch water line in Avondale Boulevard. The 16-inch water line at the west end of Parcel A frontage along Lower Buckeye Road shall be connected back to the existing 12-inch water line in Lower Buckeye Road.
- b. In the event that construction commences on Parcel B first, the 16-inch water line at the east and west ends of the Parcel B frontage shall be connected back to the existing 12-inch water line in Lower Buckeye Road.

- c. Whichever parcel constructs second shall be responsible for connecting to the adjacent 16-inch water line and abandon in-place the cross-connect water line between the 12-inch and the 16-inch water lines, which is constructed in the interim by the developer. Any necessary water line and valve abandonments shall be as directed by the City Engineer.

6. Should the Arizona Department of Water Resources (ADWR) establish another program in the future to provide for the extinguishment of Irrigation Grandfather Rights (IFGR) and conveyance of credits to municipal water providers, Avondale reserves the right to require the extinguishment of such IFGR.

7. Total utility demands for the proposed 240-acre project shall be limited to the maximum allowable average daily water and sewer demands calculated in the 2018 Integrated Utility Master Plan for the subject property, unless otherwise approved by the City Engineer.

8. The developer of Parcel B shall install the future traffic signal at the intersection of 119th Avenue and Lower Buckeye Road as per the requirements of the traffic impact study, or as otherwise agreed to by the City Engineer.

9. The developer shall install a multi-use trail along Lower Buckeye Road and Avondale Boulevard adjacent to Parcel A (commercial center), which will be completed with the initial development of Parcel A and prior to issuance of a certificate of occupancy. Adjacent to Parcel B (data center), the developer shall install a multi-use trail along the Lower Buckeye Road and Avondale Boulevard frontages, which will be completed with the initial development of Parcel B and prior to issuance of a certificate of occupancy. The developer of Parcel B shall also install a multi-use trail within the 35 foot wide landscape buffer along the powerline corridor running the extent of the western property line of Parcel B, which will also coincide with, and serve as a utility maintenance access road and which will be completed with the initial development of Parcel B, in accordance with the City's adopted Active Transportation Plan and prior to issuance of a certificate of occupancy.

10. Prior to issuance of the first certificate of occupancy on Parcel A, the developer shall contribute \$500,000 towards the design and construction of a traffic signal at the intersection of Avondale Boulevard and Miami Avenue.

11. The development shall be responsible for providing public art in accordance with the requirements of Zoning Ordinance Article 11, Required Public Art for New Planned Area Developments (PAD), Commercial, Office, Employment, and Municipal Construction.

12. In accordance with Zoning Ordinance Article 9, Section 28-194, the developer of Parcel A and the developer of Parcel B shall be individually responsible for submitting applications for Comprehensive Sign Packages for all building-mounted and monument signage, prior to issuance of any sign permits for the planned development.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed

separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 7, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2026-0725

[Legal Description and Map]

See following pages.

September 14, 2023

LEGAL DESCRIPTION FOR
HERMOSA RANCH
ZONING PARCEL

Fleming Farms Lot 1 as recorded in Book 989 of Maps, Page 41, Records of Maricopa County, Arizona, all of Fleming Farms, Lot 2 as recorded in Book 993 of Maps, Page 41, Records of Maricopa County, Arizona, as well as the East Half of the Northwest Quarter and that part of the Northeast Quarter of Section 24, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Brass Cap flush marking the Northeast Corner of said Section 24;

Thence South 00°08'14" West, along the East line of said Northeast Quarter, a distance of 2644.72 feet to the Brass Cap in Hand Hole marking the East Quarter Corner of said Section 24;

Thence North 89°33'23" West, along the South line of said Northeast Quarter, a distance of 2633.30 feet to the 1/2" Rebar with no identification marking the Center of said Section 24;

Thence North 89°31'05" West, along the South line of said Northwest Quarter, a distance of 1316.49 feet to the Southwest Corner of the East Half of said Northwest Quarter;

Thence North 00°31'31" West, along the West line of said East Half, a distance of 2621.38 feet to the Northwest Corner of said East Half;

Thence South 89°53'01" East, along the North line of said Northwest Quarter, a distance of 1326.44 feet to the PK Nail marking the North Quarter Corner of said Section 24;

Thence South 89°53'05" East, along the North line of said Northeast Quarter, a distance of 2653.61 feet to the Point of Beginning.

Containing 10,440,356 Square Feet or 239.678 Acres, more or less.



HERMOSA RANCH
REZONING PARCEL

BOUNDARY

S00°08'14.46" W 2644.72

N89°33'22.85" W 2633.30

N89°31'04.70" W 1316.49

N00°31'31.38" W 2621.38

S89°53'01.31" E 1326.44

S89°53'05.42" E 2653.61
to

Area = 10440356 239.678 AC

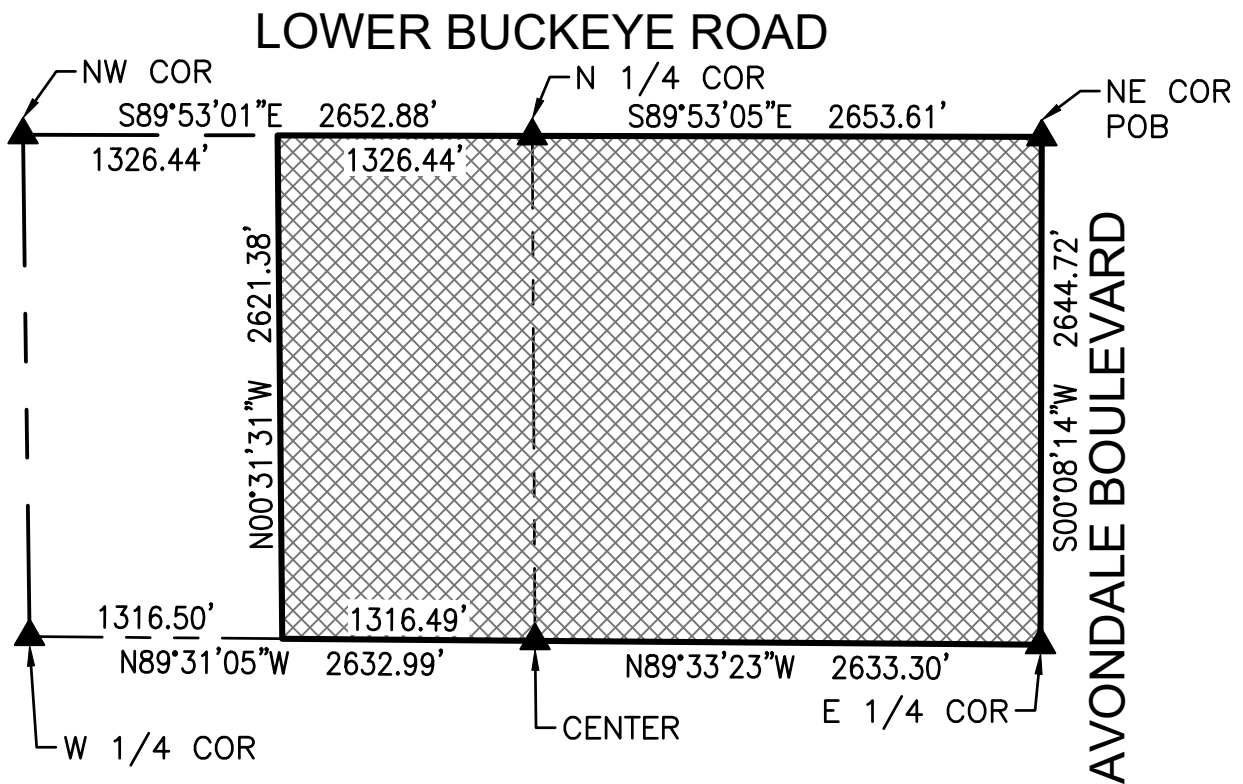
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Misclosure: 1/718,403

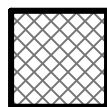
North Error: 0.014460

East Error: 0.011327





NORTH HALF, SECTION 24
TOWNSHIP 1 NORTH, RANGE 1 WEST



= HERMOSA RANCH
ZONING PARCEL AREA



Richard G. Alcocer

SCALE 1" = 500'

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
<http://www.cvlci.com>

HERMOSA RANCH

ZONING PARCEL



1 OF 1

ITEM NUMBER: 5.b.

SUBJECT: Resolution 1049-0725 - City's 2025 Strategic Plan

MEETING DATE: 7/7/2025

TO: Mayor and Council

FROM: Aneyssa Romo, Senior Management Analyst

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

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

STRATEGIC PLAN:

Innovative Program and Service Delivery

PURPOSE:

City Council consider a request to adopt Resolution 1049-0725, approving the 2025 Five-Year Strategic Plan and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The document will guide internal performance management and budget development and external service delivery. The Council will take appropriate action.

BACKGROUND:

The City's Strategic Plan was adopted by the City Council in 2021 and was a 5-year plan. In mid-2024, the City hired Raftelis Consulting to begin the update to the plan, continue the long-term vision, and set new priorities that will serve as the basis for development of departmental goals, objectives, and resource allocation in the coming years.

The strategic planning process involved input from a broad group of internal and external stakeholders. In December 2024, individual interviews with members of the Avondale City Council were conducted to discuss their vision for the future of the City and share thoughts on the City's 2021 Strategic Plan. In January 2025, community members and City staff were able to engage in the strategic planning process by also providing feedback on the City's current plan and sharing their thoughts and ideas for the future of Avondale. Two public engagement meetings were held and attended by over 55 members of the Avondale community. The City also solicited online feedback via Avondale Connect and social media channels. To gather internal feedback from City staff, Raftelis met with members of the City's leadership team to reflect on the 2021 Strategic Plan and discuss the City's strengths, weaknesses, opportunities, and challenges.

On March 4, the City hosted a Strategic Planning Work Session with the City Council featuring expert panels on key topics—including economic development, housing, and natural resources—to provide Councilmembers with insights into local trends and the City's projected outlook. On March 5, Councilmembers and the City's leadership team reviewed data and stakeholder feedback to establish the outcome areas and strategies that will move the City forward to successfully implement its vision.

DISCUSSION:

The updated Five-Year Strategic Plan will be used as a roadmap and tool for budgeting and resource allocation and policymaking. The strategic plan is designed as a flexible and “living” document that will be updated every five years.

The following five Strategic Outcome Areas are identified in the plan:

Economic Growth and Prosperity
Community Well-Being
Resilient Infrastructure and Transportation
Connected and Engaged Community
Innovative and Effective Government

City staff received comments from the City Council and have attached the final document for approval.

Upon adoption of the plan, staff will begin the second phase of the process with the implementation of the strategies outlined in the plan through a City-Wide performance management initiative.

BUDGET IMPACT:

The Strategic Plan will guide the allocation of resources during future budget planning processes.

RECOMMENDATION:

Staff recommends City Council adopt a Resolution adopting the Five-Year Strategic Plan.

Contact person for document distribution:

RESOLUTION NO. 1049-0725

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, ADOPTING THE 2025 CITY OF AVONDALE STRATEGIC
FIVE-YEAR PLAN.

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

SECTION 1. The 2025 City of Avondale Strategic Five-Year Plan is hereby adopted 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 carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
July 7, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1049-0725

[City of Avondale Strategic Five-Year Plan]

See following pages.

CITY OF AVONDALE

Strategic Plan

2025

Avondale is...



City Council



Mike Pineda
Mayor



Curtis Nielson
Vice Mayor



Gloria Solorio
Councilmember



Tina Conde
Councilmember



Max White
Councilmember



Jeannette Garcia
Councilmember



Shari Weise
Councilmember

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LETTER FROM THE CITY MANAGER, RON CORBIN

On behalf of the City Council and staff, I am pleased to present the 2025 City of Avondale Strategic Plan, which has been thoughtfully crafted to set us on a course for the future with a clear vision and a five-year road map of aspiring, yet achievable goals.

Designed with guidance from the City Council, and developed with input from engaged residents, stakeholders, and key personnel across the organization, the 2025 Avondale Strategic Plan builds upon the achievements of the previous 2021 Plan, while representing a cohesive and intelligent approach to continuing on the path to success for Avondale.

Attracting new growth and development to the City, while maintaining Avondale's unique, caring, and welcoming qualities, will require smart, innovative action from our local government working collaboratively with our residents, businesses, the development community, and our many stakeholders.

With the understanding that the Core Purpose of our organization is all about Making Lives Better, this Strategic Plan is built on five major Strategic Outcome Areas that the City Council identified as priorities. Together, they create a strong, coherent approach to achieving Avondale's overarching vision. These five strategic areas encompass:

- + **Economic Growth and Prosperity**
- + **Community Well-Being**
- + **Resilient Infrastructure and Transportation**
- + **Connected and Engaged Community**
- + **Innovative and Effective Government**

These Strategic Outcome Areas and the accompanying goals for each, will guide our City's work for the next several years. With numerous capital projects on the horizon and a long list of needs, the City will continue to forecast its revenues, manage its budget, and prioritize projects that are in the best interest of the City and its residents. The Strategic Plan will guide us in making the smartest decisions to achieve our goals.

In 2026, Avondale will mark its 80th Anniversary of incorporation as a city. It has come a long way since its humble beginnings as a farming community. As our population nears the 100,000th mark, we are excited for the continued growth and development, while holding firm to our strong sense of community.

I wish to thank the Mayor and City Council, our residents, local businesses, and the hardworking professionals throughout our City's government for their participation, input and insights. All of us are excited for the tremendous potential in the growth and development that Avondale will face over the next few years, and together, we will continue our organization's core purpose of Making Lives Better.

Ron Corbin | City Manager



Avondale is a dynamic, full-service city located in the beautiful west valley of the Phoenix metropolitan area. With a population that has grown steadily in recent decades, Avondale continues to be a city where people can achieve their full potential—a place where families, businesses, and visitors feel a strong sense of belonging and opportunity.

Avondale is known for its forward-thinking approach to growth and development while preserving its small-town charm. The City is home to major destinations like Phoenix Raceway, Estrella Mountain Regional Park, and a growing health and education corridor. From state-of-the-art medical centers and higher education institutions to a burgeoning retail and dining scene, Avondale continues to invest in amenities that enhance quality of life and support long-term economic vitality.

The City's location at the crossroads of major transportation corridors makes it a regional hub for commerce, tourism, and recreation. Avondale's active investment in infrastructure, public art, and placemaking initiatives contributes to a lively community atmosphere. Its signature events—like Billy Moore Days, the Tres Rios Nature Festival, KidFest, and the annual Avondazzle holiday light

display—bring residents together and celebrate Avondale's rich history and bright future.

Parks, trails, and open spaces are woven throughout the City, offering opportunities for outdoor adventure and everyday wellness. Whether it's visiting the Tres Rios Base and Meridian Wildlife Area, exploring community sports fields, or enjoying Old Town, Avondale encourages active living and connection.

At the heart of it all is a deep commitment to service, innovation, and inclusivity. Avondale continues to embrace change while honoring its roots—shaping a city that is as ambitious as it is authentic. With its strong sense of community pride and a clear vision, Avondale stands out as a city ready to take on the future.

AVONDALE BY THE NUMBERS



Year of Incorporation

1946



Population

97,574



Median Age

32.1



Square Miles

47.4



Daily I-10 Traffic

235,099 Vehicles



Yearly Visitors

1.8 Million



Number of Households

30,030



Family Households

77%



Median Household Income

\$117,000

The Strategic Planning Process

The City of Avondale initiated a comprehensive strategic planning process in 2024 with the goal of updating the 2021 Strategic Plan and charting a course for the City over the next five years. This effort aimed to align City Council's vision with actionable strategies that reflect community needs, operational realities, and emerging opportunities. The City will continue to build on the successes of the 2021 Plan as it prepares for the future.

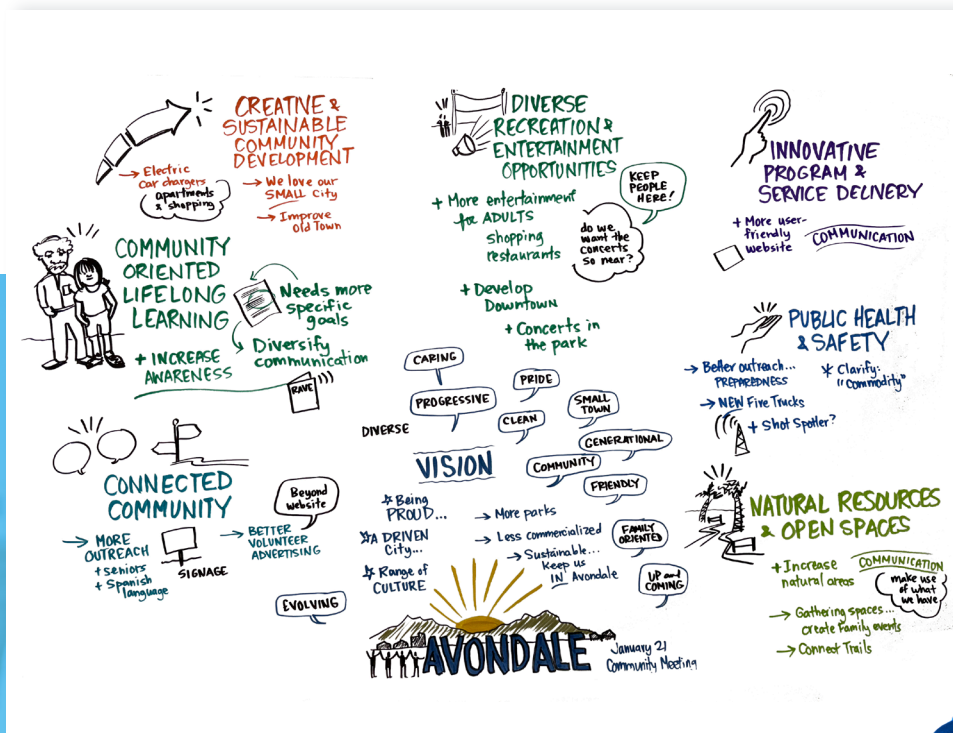
The strategic planning process was designed to:

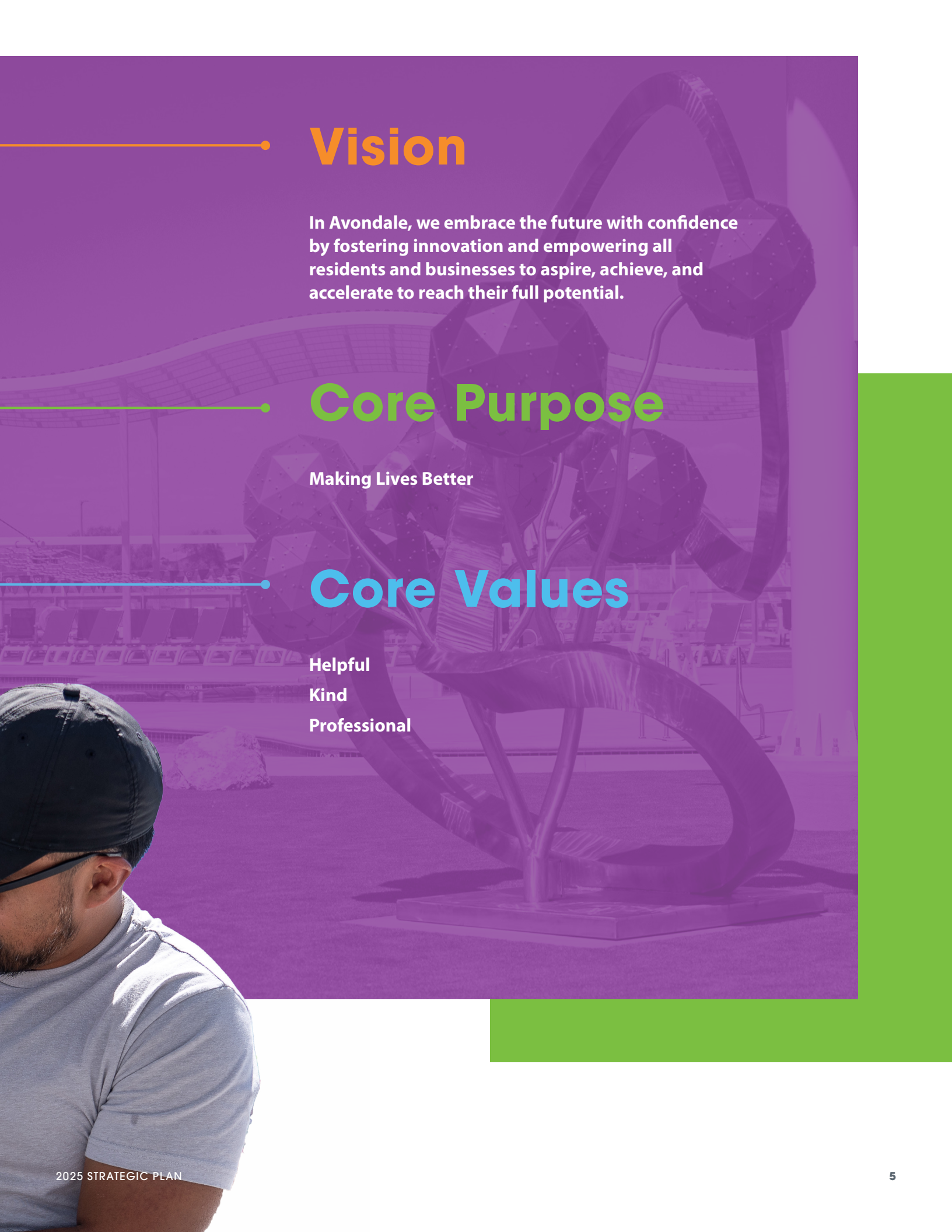
- + **Establish** a unified vision and priorities for Avondale's future.
- + **Articulate** key outcome areas and strategies that will guide resource allocation and provide a road map for staff to implement.
- + **Ensure** the plan is implementable, adaptable, and aligned with staff capacity.
- + **Promote** collaboration across departments to drive implementation, track progress, and communicate updates.

To achieve these goals, the City engaged in a multi-step approach that included:

- + **Project Kick-Off Meeting:** Members of the City's leadership team met to outline objectives and expectations for the strategic planning process.
- + **City Council Interviews:** Individual discussions with Council members provided insight into past successes, evolving priorities, and key focus areas for the future.
- + **Community and Staff Engagement:** Community members shared perspectives about their vision for Avondale and thoughts on the City's prior Strategic Plan through in-person meetings and online engagement. A meeting was held with City department leaders to assess the organization's strengths, challenges, and opportunities, provide feedback on the prior plan, and share desired future goals.
- + **Strategic Planning Workshop:** The City hosted a work session featuring expert panels on key topics—including economic development, housing, and natural resources—to provide Council members with insights into local trends and the City's projected outlook. Together, Council members and the City's leadership team reviewed data and stakeholder feedback to establish the outcome areas and strategies that will move the City forward to successfully implement its vision.

This Strategic Plan reflects a collaborative effort to position Avondale for long-term success while remaining responsive to the community's needs and aspirations.





Vision

In Avondale, we embrace the future with confidence by fostering innovation and empowering all residents and businesses to aspire, achieve, and accelerate to reach their full potential.

Core Purpose

Making Lives Better

Core Values

Helpful
Kind
Professional

Avondale's Strategic Plan



ECONOMIC GROWTH AND PROSPERITY

Avondale supports a thriving local economy by fostering and supporting business growth, job creation, and workforce development. The City advances economic development, attracts high-quality entertainment and full-service amenities, and promotes a variety of attainable housing opportunities that strengthen the City's vitality.

Strategies

- Create and market tourism opportunities, including entertainment options at The BLVD and Old Town and recreation at the Base and Meridian Wildlife area.
- Plan and invest in infrastructure that supports sustainable development, including State Route 30 development opportunities and the build-out of south Avondale.
- Align with community partners to reduce barriers to employment (i.e., workforce development/job training, placement programs, and access to childcare).
- Promote a mix of housing options and be known as a City of opportunity.
- Leverage partnerships with the college and business community to be more innovative and responsive.



Through thoughtful planning and strategic investment, Avondale is building a thriving and resilient economy that creates opportunity for businesses, workers, and the community alike.





COMMUNITY WELL-BEING

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

Strategies

- Protect the region's natural resources and create environmental resilience.
- Promote healthy living with access to recreational and other amenities for people of all ages and abilities.
- Promote and expand Avondale's natural assets, such as parks, trails, rivers, and wilderness areas.
- Connect with and educate residents on safety and healthy lifestyle resources.
- Partner with key stakeholders to implement integrated community healthcare and wellness resources.
- Support the safety of our residents and community.
- Build out of the Healthcare Corridor and improve access to locally provided inpatient and emergency medical services.
- Foster community pride through public engagement, beautification, and code compliance initiatives.
- Assist residents in finding and accessing social and human services programs through improved communication and outreach initiatives (i.e., non-profits, veterans benefits/housing, attainable housing, homelessness, behavioral health, and substance abuse).
- Support the Street Outreach Navigation and Resources (SONAR) Program and partner with homeless prevention and behavioral health networks.



CONNECTED AND ENGAGED COMMUNITY

Avondale informs, prepares, and engages our community to ensure residents are connected to resources, the region, and each other.

Strategies

- Develop communication strategies to increase engagement and education.
- Strengthen connections with Avondale's residents and the business community.
- Effectively utilize technology to enhance communication and access to City services.
- Host community and special events that create opportunities for connection.
- Create community spaces that promote engagement and connection.

By actively seeking involvement from various community members, the City ensured that this plan reflects the diverse needs and desires of those who call Avondale home.





RESILIENT INFRASTRUCTURE AND TRANSPORTATION

Avondale invests in safe and sustainable infrastructure, including water, roads, and utilities, and actively participates in regional planning and development.

Strategies

- Enhance multi-modal transportation options and maintain efficient transportation circulation throughout the City.
- Invest in infrastructure that increases walkability and creates safer streets for pedestrians, bicyclists, and drivers.
- Collaborate with regional partners and key stakeholders to plan and develop infrastructure that anticipates the community's future needs.
- Protect the City's water portfolio and Designation of Assured Water Supply (DAWS) through sound water management principles.
- Maintain and expand sewer and water infrastructure to ensure adequate capacity and water supplies for future growth.

Thoughtful planning and strategic investment supports Avondale to be ready for growth, opportunity, and long-term resilience.



INNOVATIVE AND EFFECTIVE GOVERNMENT

Avondale's elected leaders, employees, and strategic partners collaborate to serve as a model of innovation, efficiency, and responsive government.

Strategies

- Modernize internal and external customer service delivery through streamlined processes.
- Foster a culture of innovation where staff are empowered to promote new ideas for delivering services.
- Ensure responsible financial planning to support City operations and the Capital Improvement Program
- Attract, retain, and develop a highly competent workforce and be an employer of choice.
- Promote transparency in government operations and responsiveness to residents and the business community.
- Encourage departments to receive national accreditations and seek training to remain industry-leading.

Avondale

Aspiring. Achieving. Accelerating.

11465 W. Civic Center Drive, Avondale, AZ 85323

www.avondaleaz.gov

Prepared by:  RAFTELIS

ITEM NUMBER: 5.c.

SUBJECT: Ordinance 2027-0725 – Amendment of City Code Chapter 7, Articles I, II, III, IV, and V – Relating to Special Events

MEETING DATE: 7/7/2025

TO: Mayor and Council

FROM: Corey Larriva, Parks, Recreation & Libraries Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- 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 consider a request to adopt Ordinance 2027-0725, amending the Avondale City Code, Chapter 7, Articles I, II, III, IV, and V, relating to special event definitions and general requirements, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Chapter 7 of the Avondale Code relating to Special Events was adopted in June 2022 for the purpose of establishing a definition of a special event as well as the process for obtaining a permit. The requested amendments would create new classifications of special events that will streamline both the applicant experience and the staff review process of permitting special events. The amendments will also give the city additional enforcement guidance for when a special event is out of compliance with its issued permit.

DISCUSSION:

The purpose of the Special Events Code is to provide event organizers with a definition of what is considered a special event. The code also provides guidance on when a permit is required, as well as the application process for obtaining a permit. The proposed changes would create new classifications of events that will streamline the permitting process, which currently creates undue burdens for both applicants and staff. The proposed changes will be:

- Three new event classifications will be created: Major Event, Minor Event, and Alcohol-Only Event.
- Eliminate the special event permit exemption for city-sponsored events.

- Establish a 45-day deadline for minor event and alcohol-only special event applications to be submitted to the City.
- Updates the fees eligible to be waived.
- New guidance for members of staff to revoke a special event permit for noncompliance.
- Update department title to Parks, Recreation & Libraries Department.
- Clarify any vague definitions or procedures to match changes requested in the Special Events Code.

BUDGET IMPACT:

No Budget Impacts

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance amending Chapter 7, Articles I, II, III, IV, and V of the Avondale City Code, relating to the Special Events Code, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

Contact person for document distribution: Corey Larriva, Stacy Swainston

ORDINANCE NO. 2027-0725

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 7 (SPECIAL EVENTS CODE), SECTION 7-1 (DEFINITIONS), SECTION 7-2 (SPECIAL EVENT PERMIT REQUIRED), SECTION 7-3 (EXCEPTIONS), SECTION 7-4 (APPLICATION PROCESS), AND SECTION 7-5 (GENERAL REQUIREMENTS AND TERMS).

SECTION 1. The Avondale City Code, Chapter 7 (Special Events Code), Section 7-1 (Definitions) is hereby amended to read as follows:

7-1 Definitions.

...

~~“Director.” The Director of the city’s parks, and recreation department or their designee.~~

...

“Special event.” Any gathering, use, event or activity that meets any of the following criteria:

- (a) ~~Involves or is expected to attract more than one hundred fifty (150) people;~~ “ALCOHOL ONLY EVENT.” AN EVENT REQUIRING A STATE-ISSUED TEMPORARY EXTENSION OF PREMISES WITH UNDER 250 PEOPLE OR A SPECIAL EVENT LIQUOR LICENSE, AS DESCRIBED IN SECTION 13-95 OF THIS CODE, BUT DOES NOT MEET A CRITERIA OF A MINOR EVENT OR MAJOR EVENT;
- (b) ~~Involves the closing or partial closing of a public street or right of way; or that restricts the use of a public street or right of way, which includes by way of example, but not limitation, races over public streets and/or sidewalks, except that a block party with a block party permit issued by the city shall not be considered a special event unless it meets another criteria of this section;~~ “MINOR EVENT.” A GATHERING OF PEOPLE THAT MEETS ANY OF THE FOLLOWING, BUT IS NOT A MAJOR EVENT:
 - (1) AT LEAST 250, BUT LESS THAN 1000 PEOPLE;
 - (2) DISPLAY OF NON-DOMESTICATED ANIMALS;

- (3) INVOLVES ANY ACTIVITY OR USE THAT DEVIATES FROM THE CURRENT LEGAL LAND USE OR LEGAL NONCONFORMING USE OF THE PROPERTY;
 - (4) THE USE OF A CANOPY (COVERING WITH OPENINGS ON ALL SIDES) THAT EXCEEDS 700 SQUARE FEET OR A TENT (COVERING WITH ANY SIDE CLOSED) THAT EXCEEDS 400 SQUARE FEET;
 - (5) THE USE OF 1 TO 2 SIMPLE STAGES (I.E. NO SCAFFOLDING OR ADDITIONAL STRUCTURE TO THE STAGE);
 - (6) REQUIRES A STATE-ISSUED TEMPORARY EXTENSION OF PREMISES LICENSE WITH AT LEAST 250 PEOPLE.
 - (7) INCLUDES TEMPORARY FENCING, TEMPORARY SIGNS/BANNERS AND GENERATORS.
- (c) ~~Will block or restrict access to the property of others;~~ “MAJOR EVENT.” A GATHERING OF PEOPLE THAT INVOLVES ANY OF THE FOLLOWING:
- (1) AT LEAST 1000 PEOPLE;
 - (2) THE CLOSING OR PARTIAL CLOSING OF A PUBLIC STREET OR RIGHT-OF-WAY; OR THAT RESTRICTS THE USE OF A PUBLIC STREET OR RIGHT-OF-WAY, WHICH INCLUDES BY WAY OF EXAMPLE, BUT NOT LIMITED TO, RACES OVER PUBLIC STREETS OR SIDEWALKS, EXCEPT THAT A BLOCK PARTY WITH A BLOCK PARTY PERMIT ISSUED BY THE CITY SHALL NOT BE CONSIDERED A MAJOR SPECIAL EVENT UNLESS IT MEETS ANOTHER CRITERIA OF THIS SECTION;
 - (3) THE USE OF FIREWORKS, SPECIAL EFFECTS, LARGE OPEN FLAMES SUCH AS BONFIRES, EXPLOSIONS, OR OTHER POTENTIALLY DANGEROUS DISPLAYS OR ACTIONS;
 - (4) THE INSTALLATION OF MECHANICAL AMUSEMENT RIDES AND/OR TEMPORARY OR PORTABLE BUILDINGS;
 - (5) WOULD BLOCK OR RESTRICT ACCESS TO A PROPERTY OF OTHERS;
 - (6) THE USE OF A COMPLEX TENT OR MEMBRANE STRUCTURE;
 - (7) THE USE OF 3 OR MORE SIMPLE STAGES, ANY NUMBER OF STAGES WITH SCAFFOLDING OR ADDITIONAL STRUCTURE (I.E. LIFTED PLATFORMS, ACROBATIC CABLES), 2 DETACHED STRUCTURES, OR A COMPLEX STRUCTURE.

- ~~(d) Involves the use of fireworks, special effects, large open flames such as bonfires, explosions, or other potentially dangerous displays or actions;~~
- ~~(e) Involves any activity or use on property that deviates from the current legal land use or legal nonconforming use of the property;~~
- ~~(f) Involves the installation of mechanical amusement rides and/or temporary or portable buildings;~~
- ~~(g) Involves the display of non-domesticated animals;~~
- ~~(h) Requires a state issued temporary extension of liquor license premises or a special event liquor license as prescribed in section 13-95 of this Code.~~

...

SECTION 2. The Avondale City Code, Chapter 7 (Special Events Code), Section 7-2 (Special event permit required), subsection (a) is hereby amended to read as follows:

7-2 Special event permit required.

(a) Except as otherwise provided in this chapter, it is unlawful for any person to conduct, hold, sponsor or cause to be held a special event without first having obtained a special event permit from the ~~parks, and recreation department~~ CITY.

...

SECTION 3. The Avondale City Code, Chapter 7 (Special Events Code), Section 7-3 (Exceptions) is hereby amended to read as follows:

7-3 Exceptions.

The provisions of this chapter do not apply to the following:

(a) School events unless the event involves any of the activities identified in the section 7-1, with the exception of subsections ~~(d-C.3)~~ and ~~(f C.4)~~ UNDER THE “SPECIAL EVENT” DEFINITION;

...

~~(e) City sponsored events, unless the event requires a state issued temporary extension of liquor license premises or a special event liquor license.~~

~~(dC)~~ The city manager or their authorized designee may suspend enforcement of this chapter or any part hereof for designated special events.

SECTION 4. The Avondale City Code, Chapter 7 (Special Events Code), Section 7-4 (Application Process) is hereby amended to read as follows:

7-4 Application Process.

(a) Any person seeking the issuance of a special event permit shall make application with the city in a form prescribed by the ~~director~~ CITY MANAGER OR THEIR AUTHORIZED DESIGNEE.

(b) The application for ~~a~~ AN ALCOHOL ONLY SPECIAL EVENT AND MINOR special event shall be submitted to the city no less THAN FORTY-FIVE (45) CALENDAR DAYS PRIOR TO THE FIRST DAY OF THE EVENT AND FOR A MAJOR SPECIAL EVENT SHALL BE SUBMITTED TO THE CITY NO LESS THAN sixty (60) calendar days prior to the first day of the event. Notwithstanding the foregoing, applications for a First Amendment Event shall be filed no less than fourteen (14) calendar days prior to the first day of the event. An application for a First Amendment Event may be filed less than fourteen (14) days prior to the first day of the event if it is accompanied by a statement from the applicant that the impetus to hold the First Amendment Event did not occur until less than fourteen (14) days prior to the event and the application was filed promptly after the desire or intention to hold such an event was formed.

(c) ~~There shall be a non-refundable application fee for each application.~~ All application SPECIAL EVENT PERMIT fees shall be assessed under a schedule of fees promulgated by resolution of the city council. No ~~application~~ SPECIAL EVENT PERMIT fee shall be required for First Amendment Events, BUT OTHER REASONABLE FEES (I.E. FOR OTHER TYPES OF PERMITS OR UTILIZING CITY RESOURCES) MAY BE ASSESSED ON A COST RECOVERY BASIS. ~~The application~~ ANY fee may be waived upon the approval of the city manager or ~~a~~ THEIR AUTHORIZED designee.

(d) ~~The parks and recreation department~~ DESIGNATED CITY DEPARTMENT, ~~with the assistance of a special event review committee,~~ shall be responsible for processing applications for special events.

~~(1) A special event review committee consisting of representatives of city departments/divisions that could be affected by proposed special events shall be established. The director shall be the chair of the special event review committee.~~

(21) ~~The special event review committee~~ PARKS, RECREATION AND LIBRARIES DEPARTMENT OR OTHER CITY DEPARTMENTS shall confer as needed to review special event applications and shall have the authority to procure from the applicant such clarifications and additional information necessary for the approval or denial of an application for a special event permit.

(32) The ~~director~~ CITY MANAGER OR THEIR AUTHORIZED DESIGNEE, based on the recommendations of ~~the special event review committee~~ CITY DEPARTMENTS or any member thereof, may impose terms, conditions, and/or stipulations as a condition of granting a special event permit. These conditions include, but are not limited to the following:

...

(v) Requiring ~~first aid stations~~ MEDICAL SERVICE PLANS be available; THE APPLICANT MAY BE REQUIRED, AT THE APPLICANT'S EXPENSE, TO FURNISH MEDICAL SERVICES TO THE EVENT.

...

(e) The ~~director~~ CITY MANAGER OR THEIR AUTHORIZED DESIGNEE shall notify the applicant of the decision on the application. In the event of a denial, the notification shall include the reason for the denial. Any aggrieved person shall have the right to appeal to an independent hearing officer by serving written notice to the city clerk within ~~thirty (30)~~ TEN (10) days of the denial by the ~~director~~ CITY MANAGER OR THEIR AUTHORIZED DESIGNEE. To the extent permitted by law, the ~~director~~ CITY MANAGER OR THEIR AUTHORIZED DESIGNEE may deny an application for a special event permit for any of the following:

...

- (2) The applicant has not tendered ~~the required application fee with the application or~~ any required PAYMENT, deposit, indemnification or user agreement, insurance certificate, or surety within the prescribed time;

...

- (7) The use or activity intended by the applicant would conflict with previously planned programs organized, ~~and~~ conducted, OR APPROVED by the city and previously scheduled for the same time and place;

...

- (9) The use or activity intended by the applicant would present an unreasonable danger to the health or safety of the applicant, of city employees, or of the public, INCLUDING BUT NOT LIMITED TO A LACK OF MEDICAL SERVICES, SANITATION CONCERNS, OR OTHER GENERAL HEALTH RISKS;

...

- (11) The use or activity intended by the applicant is prohibited by law, by the City Code, or by the regulations of the ~~director~~ CITY MANAGER OR THEIR AUTHORIZED DESIGNEE.

...

...

SECTION 4. The Avondale City Code, Chapter 7 (Special Events Code), Section 7-5 (General requirements and terms) is hereby amended to read as follows:

7-5 General requirements and terms.

(a) Neither the words "City of Avondale" nor the city's logo, or any combination thereof, shall be used by the special event in any manner that would imply an official endorsement of the special event by the city without the written authorization of the ~~director~~ CITY MANAGER OR THEIR AUTHORIZED DESIGNEE.

...

(e) City code compliance officers, peace officers, fire inspectors or other city-staff acting in their official duties shall have the right to enter permitted special events or non-permitted special events free of charge to ensure compliance with the special event permit conditions, the provisions of this chapter, the City of Avondale Zoning Ordinance and any other applicable federal, state, and local laws, ordinances, rules and/or regulations. CITY CODE COMPLIANCE OFFICERS, PEACE OFFICERS, FIRE INSPECTORS OR OTHER CITY-STAFF ACTING IN THEIR OFFICIAL DUTIES MAY, AT ANY TIME, REVOKE A SPECIAL EVENT PERMIT FOR VIOLATION OF OR NONCOMPLIANCE WITH ANY PROVISIONS OF THIS CHAPTER. UPON REVOCATION OF A LICENSE, THE SPECIAL EVENT MUST IMMEDIATELY CEASE, THE PERMITTEE AND VENDORS MUST IMMEDIATELY REMOVE OR PROPERLY DISPOSE OF ALL PROPERTY AND TRASH OF THE SPECIAL EVENT, AND THE PERMITTEE, VENDORS, AND ATTENDEES MUST IMMEDIATELY DISPERSE. THE REVOCATION OF A SPECIAL EVENT PERMIT SHALL NOT PREVENT THE CITY FROM PURSUING ANY OTHER PENALTIES OR REMEDIES FOR VIOLATIONS OF THE REQUIREMENTS OF THIS CHAPTER, THE SPECIAL EVENT PERMIT CONDITIONS, OR ANY OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, OR REGULATIONS.

...

(k) The type of coverage and limits of insurance required by the city for special events represent minimum amounts of insurance that must be carried and do not represent a determination that the required coverage and limits are adequate to cover claims and/or losses that may be asserted in connection with the special event. The CITY, THE promoter and the special event sponsor, are responsible for determining the type of insurance coverage and the amount of such coverage needed to cover claims and/or losses that may be asserted in connection with a special event and for carrying such insurance coverage. ADDITIONAL INSURANCE OR INSURED ENDORSEMENTS MAY BE REQUIRED IF THE SPECIAL EVENT INVOLVES THE USE OF CITY-OWNED PROPERTY OR CITY-OWNED EQUIPMENT.

...

(n) Chapter 17 of this Code (parks and recreation) shall apply to special events located on city-OWNED property unless otherwise permitted by the city, in writing.

(o) ALL SPECIAL EVENT PERMITS ISSUED PURSUANT TO THIS CHAPTER ARE NON-TRANSFERABLE.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 6. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

SECTION 7. This ordinance shall take effect at 12:01am on September 1, 2025.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 7, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

ITEM NUMBER: 5.d.

SUBJECT: Ordinance 2028-0725 - Amendment to City Code Chapter 24, Article V - Water Service and Water Resource Management

MEETING DATE: 7/7/2025

TO: Mayor and Council

FROM: Kirk L. Beaty, Public Works Director

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

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

STRATEGIC PLAN:

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 proposed code amendment for Water Service and Water Resource Management ensures continuing and sustainable future development through sound and thoughtful water resource management practices.

PURPOSE:

City Council will consider a request to adopt Ordinance 2028-0725, amending the Avondale City Code, Chapter 24, Article V, relating to water service and water resource management and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Demands upon the City's water resources and water infrastructure are increasing and changing as the City experiences ongoing growth. Past development of single-family residential subdivisions and small commercial enterprises has given way to multi-family developments and prospects for high-tech manufacturing and industrial businesses that bring with them certain requirements related to water that include a need for higher volumes of water and assurances of available supply. But, while the demand for water increases, available water supplies within the southwest are stressed and declining due to long-term regional drought, causing municipal water providers to more carefully analyze how water is allocated, delivered and used by water customers within their service areas.

The City of Avondale has a Designation of Assured Water Supply (DAWS) issued by the Arizona Department of Water Resources (ADWR) which is currently undergoing a review and renewal process. The determination of a DAWS considers the City's population projections at "build out", proposed land uses as established in the City's General Plan, the physical water available in the City's water resource portfolio, and other factors. The purpose of the DAWS is to ensure Avondale has enough water to meet current and future projected demands for a period of 100-years, but not an excess of water that would allow more aggressive or unplanned growth. Avondale's DAWS water volume is 30,666 acre-feet per year (subject to final approval by ADWR). Avondale

currently uses just over 50% of its designation (approximately 15,400 acre-feet and increasing) and has an additional 20% (6,100 acre-feet) total of committed and projected demand through the year 2034. In other words, within less than 10-years the City will realize that 70% of its designated water supply is being used by customers.

A key element of the DAWS is the physical availability of water. As ADWR reviews Avondale's DAWS for renewal, as well as the DAWS of other designated water providers in the valley, ADWR is taking into consideration the impacts of long-term drought and how it factors into the physical availability of water. Shortages and cuts to Arizona's Colorado River allocation, less water in the Salt River Project watershed, and declining groundwater levels at a time when municipal water providers may turn to groundwater to supplement cuts to their surface water allocations, all impact the future physical availability of water. While Avondale is growing into its DAWS, Avondale's actual volume of water in the DAWS may be reduced because there is simply not enough water for everyone. Therefore, as the demand for water increases while the supply of water decreases, it becomes even more important for Avondale to manage its water resources wisely through sound planning and decision making.

Finally, the terms, conditions, and limits of liability regarding water service play a large role in how Avondale delivers water to its customers. While water demand increases, and as developments require higher volumes of uninterrupted water service for high-tech manufacturing and industrial businesses, the potential for water delivery interruptions due to shortages or infrastructure constraints also increases. The City manages its water resources and infrastructure for the benefit of the entire City and may at some point make decisions to reduce service for a single customer or small group of customers for the benefit of the larger public in times of emergency or shortage. In the event of this scenario, constraints on when and how customers can connect to the water system, and limits on the City's liability when providing water services must be established.

The primary purpose of this ordinance is to define how Avondale will manage its water resources to ensure equitable and sustainable distribution of the resources across all land within the City and to ensure compliance with the City's Designation of Assured Water Supply. Additionally, the ordinance defines provisions for how water service is delivered and limits of liability during delivery of the service. This ordinance has been developed in cooperation with the departments of Public Works, Development Services, Engineering, the City Attorney's Office, and the City Manager's Office. This ordinance was shared with Avondale's development and business community for their comments. No comments were received, but Public Works received two questions, one related to the effective date of the ordinance and the other related to retroactive implementation. This code amendment will not apply retroactively to development currently in process or already established, and the effective date will be 30-days following Council action.

DISCUSSION:

The proposed code amendment contains four main components: (a) general provision of water service; (b) limitation on liability regarding service; (c) water resource availability and allocation and (d) penalties and remedies.

(a) General Provisions (Section 24-152) establish a number of conditions that include but are not limited to the following:

1. Any customer receiving City water service consents to the provision of service as established in the ordinance, which may include water service system disruptions and/or changes in pressure or supply from time to time for which the customer will hold the City harmless from any damages, losses or claims of any kind.
2. Drilling of new exempt (low volume) private wells within the municipal boundaries of the City is prohibited after the effective date of the ordinance, unless otherwise approved by the City Manager or designee. New water customers are required to obtain water service from the City through connections to the City water infrastructure. The purpose of this provision is to prohibit a customer from constructing their own well as a means to avoid connecting to and paying for City water service.
3. The provision of water service to the planning area south of the Estrella Mountains is subject to a number of conditions.

(b) Service, Disruptions, and Limitation of Liability (Section 24-153) establishes that:

1. The City will make reasonable efforts to provide satisfactory water service but cannot guarantee a continuous or sufficient supply free of fluctuation, intermittency or interruption due to emergency repairs, system maintenance, or water shortages.
2. The City will not be liable to its water customers for damages, losses or claims of any kind arising from service disruption or fluctuation.
3. Customers who have machinery, materials or processes that require uninterrupted and non-fluctuating supply of water of a specific quality beyond regulatory parameters shall provide at their own expense the necessary equipment to prevent any damage caused by interrupted, fluctuating, or intermittent or discontinued City water service or changing water quality.
4. The City will make every reasonable effort to limit service disruptions and restore service in a manner that appears equitable and of the greatest public benefit under the conditions at the time.

(c) Water Resources Availability (Section 24-155) establishes how the City's volume of water in the Designation of Assured Water Supply is allocated across land parcels within the City's water service area and describes the process by which a prospective customer or applicant (developer) could be allowed to use a volume of water beyond the amount originally allocated. The intent of this portion of the ordinance is to ensure that enough water is available for all current and future developments given all circumstances related to the DAWS and drought, and that any single development cannot secure additional water allocations at the present time, to the detriment of future developers who would find that water resources are no longer available.

A number of elements go into determining water allocation and water allowance through the use of the DAWS, the Integrated Utility Master Plan, the General Plan, and additional development agreements.

1. Determination of Water Allocation

a. The City Council periodically adopts an Integrated Utility Master Plan (IUMP). The most recent IUMP was adopted in 2018 and is currently being updated for future Council consideration. One purpose of the IUMP is to establish projected water demands for different types of developments or land uses. For example, a high-density multi-family residential development (i.e., 20 dwelling units per acre) has a higher projected water demand than a medium-density single-family residential development of 2.5 dwelling units per acre. A mixed-use commercial development (i.e., a grocery store and hair salon) has a higher projected water demand than an office/professional development. The projected water demand established in the IUMP for each type of development or land use is derived from water use records on similar developments or land uses within the City as well as industry data typical for the type of development or land use contemplated.

b. The City's General Plan indicates the types of developments or land uses (i.e., high-density residential, low-density residential, industrial, office, etc.) that are desired within certain areas of the City. The types, number and locations of the land uses are coordinated with the water volume in the DAWS and the IUMP, to ensure that land use and growth plans do not result in an exceedance of the water volume in the DAWS. The types of land uses are then applied to the underlying individual land parcels within that proposed land use area.

c. Utilizing the land use for each parcel as determined in the General Plan, and the IUMP projected water demand, each parcel of land in the City is assigned a Water Allocation, which is the amount of the City's available water resources allocated to a specific land parcel. Parcels with planned land uses with higher projected water demands have a higher Water Allocation than parcels with planned land uses with lower projected water demands.

2. Determination of Water Demand

a. As a prospective customer or applicant (developer) identifies a location and land parcels within the City for their planned development, through the City's development review processes the Water Allocation for the subject land parcels is communicated to the applicant so they know how much water is available to support their proposed land use.

b. In some cases, the developer may intend to rezone the specific parcels or petition to change the land use to a higher density or type of development that is different from what the City contemplates in the General Plan. These types of modifications do not change the original Water Allocation for the subject parcels but may result in the need for more Water Allocation.

c. Typically, the developer's registered professional engineer will prepare a water report that indicates the anticipated water demand for the development and the planned land uses. This report is provided to City personnel for review.

d. If the anticipated water demand is less than the Water Allocation, that indicates that enough water is available to support the planned development. However, if it is determined that the anticipated water demand exceeds the Water Allocation, perhaps because of a rezoning or land use change to a higher density, then the developer will be required to take additional actions to finalize a Water Allowance.

3. Determination of Water Allowance

a. If it is determined that a project's water demand is more than the Water Allocation, the applicant has the choice of any or all of three options:

1. Acquire at its sole cost and expense additional water resources that can be conveyed to the City. This could be in various legal and physical forms acceptable to the City that might include Long Term Storage Credits (LTSCs) or water leases conveyable to the City.
2. Redesign, rezone, or re-engineer the project to reduce the water demand to be within the Water Allocation.
3. Petition the City to enter an agreement between the City and the developer for the provision of additional water allocation for the proposed project.

b. The combination of any determinations for the developer to convey additional water resources to the City, or for the City to provide additional Water Allocation, or for the developer to redesign the project to use less water, will result in a determined Water Allowance and stipulations that will be documented by written agreement between the developer and the City.

(d) Penalties and Remedies (Section 24-156) establishes how water usage will be measured to determine if a specific development's water usage is in excess of the stipulated and agreed-upon Water Allowance. This evaluation primarily applies to Multiple or Large Meter (MLM) customers where large volumes of excess water use could negatively impact the City's DAWS. This evaluation would not apply to single-family residential water use. Should water usage at a development exceed the agreed-upon Water Allowance, a series of steps are provided to address the violation.

Finally, there are other considerations of note with respect to this code amendment:

- The ordinance allows flexibility for the City to make decisions appropriate to the overall impact of a project on the City. There are stipulations in certain parts of the ordinance that say, "unless otherwise determined by the City" or the City and the project owner can enter into an agreement "for the provision of additional water allocation for the proposed project, subject solely to the approval of the City". These stipulations allow the City to make more water available to a project beyond the original allocation, or to negotiate other terms when a particular project may bring forth certain conditions or benefits to the City (i.e., substantial high-wage employment, affordable housing, substantial sales tax, conveyance of land, etc.). It is important to understand that the City's water resources have value that can be put to the highest and best use as determined by the City.
- Many cities in the valley have similar ordinances that have been in place for a number of years or implemented within the last six months. The common theme among all of them is to provide guidance

to developers and staff on how each city's water resources will be allocated to certain projects or large water users in an effort to ensure equitable and sustainable distribution of the resources across the city's water service area, and to ensure the highest and best use of this finite resource. However, the specifics and administration of these ordinances vary from city to city, with some creating special water user categories or "tiers", or creating processes to issue special permits for water use. The Avondale ordinance tends to be simpler, avoiding categories, tiers or special permits, thus allowing the City flexibility in administering the ordinance.

- This ordinance is necessary now because the City of Avondale has a finite amount of water resources as defined in its Designation of Assured Water Supply (DAWS). The opportunities to obtain additional water resources are limited by a number of factors, and therefore it is not simple to acquire additional resources if we want them. With just over 50% of our designated water supply in use by customers and additional commitments for projects not yet constructed, we must monitor and actively manage the use of the remaining designated water supply. Also, a number of future developments are anticipated for areas in the south part of the City (south of Lower Buckeye and toward the SR30 corridor), in an area with the only water sources being the City's reclaimed wastewater and our Colorado River allocation. We are facing the reality that after 2026 the City's allocation of Colorado River water will be reduced, thus making less water available for development in the southern part of the City. With the ongoing drought, there is also the possibility that our allocations of Salt River Project water could also be reduced. With the possibility of dwindling resources, we again must monitor and actively manage the water resources that we have. Ultimately, through this ordinance, it is intended that vacant land within the City today will have access to a portion of the City's designated supply in the future when those lands are developed.
- The water allocation and allowance concepts are not new to Avondale's development partners. The departments involved in project development are already working with each project developer to inform them of Water Allocations for project locations and to review water demand reports provided by the developers. In a recent instance, a new residential development went through the process of petitioning the City for additional water resources, which resulted in changes to the project scope to reduce the anticipated water demand, and the City pledging additional Water Allocation to the project. The developer then purchased and pledged additional water resources to the City (a 100-year supply of Long-Term Storage Credits) in an amount sufficient to make up the deficit between demand and supply. This arrangement created the Water Allowance for the project, and the full arrangement was documented through a development agreement. This was a good test case for the applicability of this ordinance. Additionally, as the City has contemplated and approved the development of data centers, the concept of Water Allocation drove decisions to support air-cooled data centers that use substantially less water in lieu of traditional water-cooled data centers.

BUDGET IMPACT:

There is no budget impact anticipated with this code amendment.

RECOMMENDATION:

Staff recommends that City Council adopt Ordinance 2028-0725 to approve a City Code Amendment, Chapter 24, Article V – Water Service and Water Resource Management and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Eric Bay, Cole Pihl

ORDINANCE NO. 2028-0725

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 24 (WATER, SEWERS AND SEWAGE DISPOSAL) TO ADD A NEW ARTICLE V (WATER SERVICE AND WATER RESOURCE MANAGEMENT) RELATING TO WATER SERVICES.

WHEREAS, the Avondale City Code (the “City Code”) establishes rules and regulations for the purposes of Water, Sewers and Sewage Disposal within the corporate limits of the City of Avondale (the “City”); and

WHEREAS, the increased demand for water requires the City to analyze how water is allocated, delivered, and used by water customers within their service areas; and

WHEREAS, the Arizona Department of Water Resources issued the City a Designation of Assured Water Supply (“DAWS”) with the purpose of ensuring the City has enough water to meet current and future projected demands for a period of 100-years; and

WHEREAS, the Council of the City of Avondale desires to amend the City Code to (i) define how the City will manage its water resources to ensure equitable and sustainable distribution of the resources across all land within the City and (ii) ensure compliance with the City’s DAWS.

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

SECTION 1. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article V (Reserved) is hereby deleted in its entirety.

SECTION 2. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal) is hereby amended to add a new Article V (Water Service and Water Resource Management) to read as follows:

Article V - Water Service and Water Resource Management

Section:

24-150: Purpose and Intent

24-151: Definitions

24-152: General Provisions

24-153: Service, Disruptions, and Limitation of Liability

24-154: Reserved

24-155: Water Resources Availability

24-156: Penalty and Remedy Clause

24-157: Reserved

24-158: Reserved

24-159: Reserved

24-150 - Purpose and intent

The City Council of the City of Avondale has determined that it is in the best interests of the City to establish certain terms, conditions, limitations and other requirements regarding the provision of municipal water services by the City of Avondale.

The City Council also desires to promote water conservation and implement certain measures that will provide for a sustainable water supply for existing and future customers and other water users across the City due to the finite availability of water resources and their susceptibility to drought and other limiting conditions.

The provisions of this chapter shall become part of the terms and conditions for receiving municipal water service.

24-151 - Definitions

For purposes of this chapter.

“Agreement.” An agreement between the City and the customer for the provision of domestic water service to the customer in amounts in accordance with determined water allocations or any modifications to the allocation. In the absence of a formal agreement, the City’s continued billing for water services and the customers subsequent continued payment of the bill constitutes the agreement for water service. For existing customers, the agreement is deemed amended by the City’s billing for water services and the customers subsequent payment of the bill.

“Applicant.” A person that is in legal control or possession of property and applies for a (i) general plan amendment; (ii) annexation; (iii) rezoning (iv) conditional use permit, (v) plats/minor land division, (vi) building permit/tenant improvement/certificate of occupancy, or (vii) site plan and design review for water utility services.

“City.” The City of Avondale, an Arizona municipal corporation and political subdivision of the State of Arizona.

“City Manager.” The City Manager of the City of Avondale or designee.

“Construction permit.” Any permit issued by the City that allows construction related work to begin on a project site including grading and drainage improvements, utility installations, fire suppression systems, building foundations, and any other form of construction.

“Customer.” The person that owns or controls property which is connected to and receives service from the system.

“Department.” The City public works department, or any successor identified by the City, which is responsible for enforcing the requirements of this chapter.

“Director.” The director of the public works department or designee.

“Distribution main.” Potable water mains suitable for customer connection, as determined by the department and generally 16 inches in diameter or smaller.

“Domestic water.” Water provided by the City meeting all county, state and federal standards permitting human consumption of the water and/or use of the water for commercial or industrial purposes.

“Drought ordinance.” The conditions, limitations, restrictions and other measures taken by the City in the event of a reduction in the availability of water supplies or transmission, treatment or distribution capacity, as set forth in Article VII, Section 24, 170-181.4.

“Easement or public utility facilities easement or public utility easement.” Legal right granted or dedicated to the City to occupy and/or use land for utility related uses and improvements and associated appurtenances and facilities, as applicable.

“General plan.” The plan adopted by the City pursuant to ARIZ. REV. STAT. § 9-461, et seq. as may be periodically amended, that provides the City’s development goals, types of land uses to be encouraged by the City’s provision of water utility service, and the criteria to be considered by City staff, boards, and City Council related to the provision of water services.

“Integrated utility master plan (IUMP).” The City of Avondale comprehensive planning document that analyzes and outlines (i) the current conditions and future needs of utility infrastructure (ii) the allocation of the City’s water resources and (iii) the current and future predictions of water and wastewater demands, as updated from time to time.

“Multiple or large meter (MLM) customers.” Water customers, excluding water meters used solely for residential use as set forth in Section 24-23 of this code, landscape water, and any existing customers prior to enactment of this ordinance (unless tenant improvements increase water use), for which based on the average of the prior calendar year or in the case of new development based on projected use as determined by the department.

- A. Demand equals to or exceeds 25,000 gallons per day, or
- B. Demand equals to or exceeds 28 acre-feet of water on an annual average basis, or
- C. Peak demand is sufficient to require installation of a 3-inch or larger water meter or its equivalent in multiple meters.

“Outside user.” Any applicant desiring or customer receiving service at property located outside the municipal boundaries of the City.

“Person.” Any individual, partnership, firm, company, corporation, association, limited liability company, joint stock company, trust, estate, governmental entity, or any other legal entity,

or its legal representatives, agents or assigns. This definition includes all federal, state, and local governmental entities.

“Project.” Any (i) general plan amendment (ii) annexation (iii) rezoning (iv) conditional use permit, (v) plats/minor land division, or resulting development to include any form of new building(s), tenant improvements, or site development.

“Project limits.” The perimeter boundaries of an applicant or customer’s project area that typically corresponds to the individual or combined parcel boundaries on which the subject project will be located.

“Right-of-way.” Land which by deed, conveyance, agreement, easement, dedication, usage, separate instrument or process of law is reserved for or dedicated to the City for street, highway, alley, public utility, or pedestrian walkway purposes.

“System.” Municipal water transmission and distribution mains, pumps, treatment plants and other facilities used or useful in the provision of water utility service by the City.

“Transmission main.” Potable water mains not suitable for customer connection, as determined by the department and generally larger than 16 inches in diameter.

“Terms and conditions.” The terms and conditions for the sale of utilities, as adopted and amended from time to time by ordinance by the City.

“Water allocation.” The portion of the City’s available water resources that is identified as allocated to a specific land parcel(s) in accordance with the IUMP. The water allocation is the property of the City as part of its designation of assured water supply as approved by the Arizona Department of Water Resources and is not transferrable as a “right” to any applicant or customer. Allocation of water under this chapter does not convey any rights to the ownership of water or create a reservation of a specific quantity of water to any particular customer being served or potentially served over other customers of the City.

“Water allowance.” The amount of water allowed to be used by the customer’s project or project limits in accordance with the integrated utility master plan (IUMP) or other established agreement and the City’s act(s) of providing domestic water service to real property for the purposes of potable or non-potable uses. A customer’s or project’s water use will be measured to confirm the use stays within the designated allowance.

“Water customer.” Any applicant or development that seeks to obtain or receives water service from the City including but not limited to residential, residential subdivision developments, industrial developments, commercial developments and MLM customers.

“Water service (service).” The provision of water service by the City to a customer.

“Water design report.” A report prepared and sealed by a qualified professional engineer that establishes the projected water use and infrastructure for a proposed project and evaluates the water use against the land use and/or density set forth in the City’s general plan and water master plan and recommends alternatives to reduce water use or acquire additional water resources if the

projected water use based on proposed land use and/or density exceeds the water allocation as determined in the current general plan and water master plan at the time of project application.

“Water master plan.” A component of the integrated utility master plan or subsequent plan that defines the need for water infrastructure and available water resources.

24-152 - General Provisions.

(a) All persons applying for or receiving or using City water service from the system are subject to, must comply with, and are deemed to have consented to, this Chapter Article V of the Avondale City Code, as well as the terms and conditions and the provisions of applicable rate ordinances, as well as to such conditions of pressure and supply as the City may provide from time to time through the system and at the property and location served.

(b) From and after the effective date of this ordinance, any individual receiving water services from the City are deemed to have consented to the provisions of service contained in this ordinance by continuing to receive water service.

(c) All customers and persons receiving and using water service further take and use such service subject to and are deemed to agree to hold the City and the department harmless from any damages, losses or claims of any kind arising from low or high-water pressure, fluctuations of pressure, interruptions of service, and shortage or insufficiency of supply.

(d) All system connections must be made, and all meters must be set, by the City on the various service lines, except with the approval of the director. All repairs on mains, meters, service laterals to the meter, check valves and fire hydrants must also be made by the department or as approved by the director. Service must be obtained from distribution mains and is not available from transmission mains.

(e) From and after the effective date of this ordinance, the drilling of new exempt wells as defined in ARIZ. REV. STAT. § 45-402 within the municipal boundaries of the City is prohibited without the express advance written permission of the City Manager. In those areas of the City currently having water service, customers are required to obtain such services from the City. If customers do not have a distribution line in a public right of way adjacent to their property line, except in the case when the applicant or customer is required to construct public infrastructure as a condition of project development, then existing wells, and replacement wells drilled in accordance with the Arizona Groundwater Management Act for such existing wells, may continue to be used. Written notification to the department is required for any modifications of existing wells within the municipal boundaries of the City. At such time as the City constructs distribution lines in a public right of way adjacent to their property line the property owner may connect to the distribution line and will be required to abandon any and all existing well(s) before connection to the City distribution line.

(f) All persons applying for or receiving or using City service from the system may be required to inactivate and/or convey to the City applicable and existing irrigation grandfathered rights or type 1 non-irrigation grandfathered rights associated with the property in accordance with rules established at the time by the Arizona Department of Water Resources prior to or after the issuance of a construction permit or establishment of service, whichever is earlier.

(g) Water service to users outside the City limits is subject to an agreement between the user and the City to provide the service. The City may enter into an agreement to provide such services under conditions at the sole discretion of the City.

(h) For those areas located south of the Estrella Mountains, the provision of water service will require each applicant to provide the following evidence satisfactory to the director:

1. Annexation of the subject property into the City, and
2. Purchased or otherwise secured water rights sufficient to meet the 100-year demand of the proposed development and the legal ability to assign such rights to the City of Avondale, and
3. A water and wastewater utility plan providing for the construction of transmission and distribution lines for water service, and collection lines and sewer mains for wastewater service by the applicant, together with all necessary treatment and storage facilities for the proposed application, and
4. Financial ability to construct and maintain all necessary infrastructure for the provision of water and wastewater services to the proposed development, and
5. Plan for dedication of all necessary infrastructure to the City.

(i) The City may require written agreements as a condition precedent to service.

1. Pursuant to the provisions of an adopted rate or this chapter,
2. In connection with system extension or installation of other system facilities, or
3. When the department, in its discretion, requires such an agreement due to special circumstances of service as determined by the director.

24-153 - Service, Disruptions, and Limitation of Liability.

(a) The City will, considering the existing circumstances and conditions and without undue preference or obligation to any customer, make reasonable efforts to provide satisfactory service and to avoid unreasonable interruptions of service. The City cannot, and does not, however, warrant nor guarantee a continuous or sufficient supply or freedom from fluctuation, intermittency or interruption. Service may at any time be suspended or interrupted due to emergencies or for the purpose of performing maintenance, making repairs, extending or replacing the system, or other necessary work, and also pursuant to Article VII drought ordinance and the provisions of this chapter. The department will endeavor to provide the general public notice of outages where reasonable and practicable.

(b) The City does not warrant nor guarantee its ability to provide continuous or uninterrupted water utility service; nor does the City warrant or guarantee any level of supply

sufficiency. If service is delayed, interrupted, suspended, discontinued, irregular, fluctuating, intermittent, reduced or otherwise limited or defective the City shall not be liable for damages, losses or claims of any kind arising therefrom.

(c) Customers who have any machinery, material, process or plant which requires a constant supply or flow and/or pressure of water, or requires a specific quality of water beyond established regulatory parameters, shall at the customer's own expense install upon their property such water storage pumps, tanks, treatment systems and other facilities as will prevent any damage to private and public infrastructure in case service may, for any reason, be interrupted, fluctuating, intermittent or discontinued.

(d) The City will make reasonable efforts to reestablish service when service interruptions occur, considering in all cases the customer's needs and capacity required, the existing circumstances and conditions, and its obligations to other customers. The restoration of service will be performed by the department in the manner which, in the opinion of the department, will result in the greatest public benefit.

(e) The City, without notice or liability, may suspend or interrupt service to any customer or customers in the event of an emergency or disaster threatening the integrity or operation of its system if, in its sole judgment, such action will prevent or alleviate the emergency condition. In such a case, the department may apportion its available supply of water among its customers in the manner that appears equitable and of the greatest public benefit under conditions then prevailing and with due consideration for public health, safety, and welfare.

(f) The City will also make reasonable efforts to complete the installation of new system mains and facilities within a reasonable time period, also considering the customer's needs and capacity required, the existing circumstances and conditions, and its obligations to other customers, but shall not be liable for any delays in completion of such installation.

(g) The City shall not be liable for any damages to private property resulting from its actions to provide satisfactory service, or interruptions, fluctuation, and intermittency of service due to emergencies or for the purpose of performing maintenance, making repairs, extending or replacing the system, or other necessary work.

24-154 – Reserved.

24-155 – Water Resources Availability.

(a) **Applicability.**

1. All applicants seeking water service from the City for new development, or tenant improvements, or for projects that are identified as a multiple or large meter (MLM) customers, or any existing customers that will, due to tenant improvements or other changes, increase water usage shall not be allowed to exceed, with the proposed changes or improvements, the water allocation in accordance with the City's latest version of the integrated utility master plan (IUMP) unless otherwise determined by the City.

2. For undeveloped property to be annexed into the City and/or rezoned, an applicant, project or proposed land use may not exceed the water allocation in accordance with the City's latest version of the integrated utility master plan (IUMP) without the stipulation of providing additional water resources to the City's water portfolio to support the difference between the original water allocation and the proposed water demand, unless otherwise determined by the City.

(b) Water Allocation Determination.

1. Determination of the water allocation, in accordance with the City's latest version of the integrated utility master plan, shall be provided by the City to the project applicant, in writing, for any new development, tenant improvement or existing customer with proposed improvements or other changes, upon request of the applicant.
2. Project applicant is solely responsible for requesting a determination of water allocation to the project limits.
3. Project applicant is solely responsible for ensuring proposed water demand does not exceed the water allocation to their project limits as determined by the water allocation in the City's latest version of the integrated utility master plan.
4. The project applicant must submit to the City a water design report as described in this chapter and in a form acceptable to the City that demonstrates that the project will not exceed the water allocation for the project limits or that offers other alternatives for the project to remain in compliance with the established limits of the water allocation and this chapter.
5. If the applicant determines that the water demand exceeds the available water allocation for the proposed development or rezoning, the applicant may elect to do any or all of the following:
 - A. Acquire, at its sole cost and expense, the legal and physical rights to additional water supplies from third parties in a legal and physical form acceptable to the City in accordance with Section 24-155 (c) of this ordinance and transfer those water supplies to the City.
 - B. Redesign, rezone or re-engineer the project at the applicant's sole cost and expense to reduce the water demand of the project to be within water allocation in accordance with the City's latest version of the integrated utility master plan.
 - C. Petition the City to enter an agreement between the City and the applicant for the provision of additional water allocation for the proposed project, subject solely to the approval of the City.

6. Any amount of the water allocation that is determined to be unused by the project will remain the property of the City as part of its designation of assured water supply as approved by the Arizona Department of Water Resources and is not transferrable as a “right” or allocation to any other project for the benefit of the same applicant or customer.

(c) Additional Water Supplies.

1. The transfer of additional water supplies to the City, to obtain final project approval by the City, shall be submitted by the applicant to the City in written form and shall at a minimum include the following information:
 - A. Terms and conditions for the purchase or transfer of water supplies to the City;
 - B. Volume of water supplies to be provided to the City (acre-feet);
 - C. Source of water supplies to be provided to the City (prior ownership);
 - D. Type of water supplies to be provided to the City (priority level, long term storage credits, etc.), subject to the City’s review and approval.
 - E. Other terms and conditions the City deems necessary.
2. Applicant shall be responsible for all costs associated with transferring water supplies to the City, including all applicable fees through the Arizona Department of Water Resources (ADWR), the Arizona Water Banking Authority (AWBA) or any other required entity.
3. Approval by the City shall not constitute a guarantee of physical service, pressure or volume at the allocation amount. All service remains subject to the provisions of Chapter 24 Article V and other sections of the City Code, the terms and conditions, and payment of applicable rates, fees and charges, all as amended and in effect from time to time.

(d) Water Allowance.

1. The water allowance for the project will be determined as the compilation and sum of the allocation in accordance with the IUMP plus any additional water supplies provided by the applicant and transferred to the City, or any additional allocation as petitioned by the applicant and provided if approved by the City. Any allowance that is more than the allocation stipulated in the IUMP will be documented by written agreement between the applicant and the City.

24-156 – Penalty and Remedy Clause

Water usage for each project must comply with the established water allowance. Water usage may be measured on the date of installation of the meter or at any time during the delivery of water service to the project. The City may calculate the water usage based on a calendar year or applicable portion thereof. A project whose water usage is determined to be in excess of the water allowance shall be subject to the following penalties:

(a) Upon the first violation, the customer shall, after notice by the City, immediately reduce the amount of water it uses at the property/project to an amount equal to or less than the established water allowance. In addition, the customer shall promptly consult with the City and the customer shall, within 60 days of written request by the City, submit a written water reduction plan in a form and substance acceptable to the City. Failure to comply with the foregoing shall be deemed a subsequent occurrence of the water customer exceeding the water allowance. In addition, the customer shall purchase water supplies at market rate for the amount of water overused by the water customer, and the customer shall immediately pledge the purchased supplies to the City through approval of the Arizona Department of Water Resources (ADWR). Failure to comply with the foregoing shall be deemed a subsequent occurrence of the water customer exceeding the established water allowance.

(b) Upon a second violation, the customer shall, after notice by the City, immediately reduce the amount of water it uses at the property to an amount equal to or less than the water allowance or as provided through additional supplies pledged to the City. In addition, the customer shall promptly consult with the City and the customer shall, within 60 days of written request by the City, submit a written water reduction plan in a form and substance acceptable to the City. Failure to comply with the foregoing shall be deemed a subsequent occurrence of the water customer exceeding the established water allowance. In addition, the customer shall purchase water supplies at market rate for the amount of water overused by the water customer, and the customer shall immediately pledge the purchased supplies to the City through approval of the Arizona Department of Water Resources (ADWR). Failure to comply with the foregoing shall be deemed a subsequent occurrence of the water customer exceeding the water allowance. The City may also, in its sole and absolute discretion, terminate water service to the customer. If the City terminates water service, the City may lock or remove the property's water meter or meters no earlier than a date that is 60 days following the City's delivery of the written termination notice. In such an event, the property shall only be entitled to receive and utilize water in the amount of the original water allowance as determined by the department.

(c) In the event that the director finds reasonable cause to determine that exceedance by the applicant (i) may cause the City to be in violation of its requirements under management plans adopted by ADWR; or (ii) negatively impacts the City's assured water supply designation from ADWR; or (iii) impacts the City's ability to physically provide water to other users, then the director may terminate water service to the water customer until such time as the water customer enters into a new written agreement with the City to prevent any further exceedance of water allowance limits.

(d) The City may elect in place of imposing a civil penalty to file a complaint in the municipal court alleging a violation of the provisions of this chapter. Violations of this chapter are deemed to be a class one (1) misdemeanor. For a third or subsequent violation of this chapter, the City shall proceed under this subsection. The complaint shall direct the customer to appear, at the

time and place stated, before the Avondale City Court and the complaint shall be served and administered in accordance with the process for criminal complaints in the municipal court.

(e) In addition to civil penalties and any fine imposed, the City may also terminate service for a third or subsequent admission or finding of violation of this chapter. The City shall not restore service until the City has determined that the water customer has provided reasonable assurances that future violations of this chapter by such customer will not occur. In addition, the City may require a security deposit as determined by the City.

(f) Violations of this chapter and penalties and remedies as set forth herein are in addition to any other violation or remedy established by law, and this chapter shall not be interpreted as limiting the penalties, actions, or abatement procedures that may be taken by the City or other persons under the laws, ordinances, or rules.

24-157 – Reserved.

24-158 – Reserved.

24-159 – Reserved.

SECTION 2. Any person found guilty of violating any provision of this Ordinance shall be guilty of a class one misdemeanor. Each day that a violation continues shall be a separate offense punishable as herein above described.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

SECTION 5. This ordinance shall take effect 30 days after passing and adoption by Council.

[SIGNATURES ON FOLLOWING PAGE]

PASSED **AND ADOPTED** by the Council of the City of Avondale, Arizona,
July 7, 2025.

Mike Pineda, Mayor

ATTEST.

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM.

Nicholle Harris, City Attorney

ITEM NUMBER: 8.a.

SUBJECT: Resolution 1050-0725 - Development Agreement with Sierra Luna Energy Storage LLC

MEETING DATE: 7/7/2025

TO: Mayor and Council

FROM: Nicholle Harris, City Attorney

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

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

STRATEGIC PLAN:

Strategic Plan: Creative and Sustainable Community Development

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

PURPOSE:

City Council will consider a request to adopt Resolution 1050-0725, approving a Development Agreement with Sierra Luna Energy Storage LLC and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Sierra Luna Energy Storage LLC ("Developer") is seeking to enter into a development agreement with the City of Avondale as they develop a private battery energy storage system (BESS) on approximately 18.5 acres of real property located in unincorporated Maricopa County, Arizona, north of the northeast corner of south Avondale Boulevard and west Broadway Road, directly east and south of the jurisdictional boundary of the City of Avondale (the "Project"). The Developer has already developed and is operating one other BESS (Sierra Estrella Energy Storage located just east of the Rudd power substation) within the City of Avondale.

In 2024, the Developer approached the City of Avondale (the "City") to discuss the idea of building this BESS, understanding the project property is in a County island surrounded by the City of Avondale.

The Developer began the process of developing the project through the County's planning and development process. In early 2025, the Developer met with City leadership, this time to present the project and learn about any concerns that the City may have with the project moving forward. They understood that the City would be impacted by the project given the proximity to the City and wanted to work with the City as they developed the BESS in the County.

City leadership provided the Developer with several concerns that the City had with the project. A few of the concerns included:

1. Public Safety. Given that the project was being built within a County island, the City of Avondale Fire

and Medical Department would not be involved in ensuring that the project met City standards for fire and public safety. In addition, there is a high likelihood that the City would be the Primary Responder on scene if there was an emergency.

2. Located just north and northeast of the project there will be two new residential subdivisions. Further north of the project is a site that is planned for the development of an elementary school. Such uses may not be compatible with the Project.
3. Additional power lines would continue to deteriorate the City's viewshed. The project would require significant power lines to cross Avondale Boulevard to reach the Rudd Power Substation.
4. Given that the project is developing within the County, they would not be required to construct offsite improvements to Avondale Boulevard, which would normally include the burying of the SRP ditch, widening Avondale Boulevard, adding curbs and sidewalks, and burying other overhead dry utilities. Avondale Boulevard serves as a transportation facility for the surrounding area.

City leadership also explained that it was understood that the City would have no regulatory or administrative controls over the development of this project as it is being developed in the County outside the City's boundaries. The Developer understood this but offered to work with the City on our concerns even though they were not required to do so. They indicated that they were voluntarily offering to cooperate with the City as the project moved forward by addressing City's issues in a Development Agreement. Their intent was to complete an agreement with the City prior to their County Planning Board hearings with a goal of being operational in 2029.

DISCUSSION:

The Applicant and the City have worked to develop this development agreement. In addition, during an executive session of the City Council on June 16, 2025, the City Attorney and the City Manager received direction on continued negotiations.

Key points of the Development Agreement include:

1. An understanding by both parties that this agreement is 100% voluntary and at the request of the Developer.
2. The Developer will develop, construct, operate, and maintain a standalone approximately 150-megawatt/1,200-megawatt-hour private battery energy storage system facility and related infrastructure on the Property. This will include an aerial transmission line across Avondale Boulevard.
3. The Developer will voluntarily contribute \$3,250,000 to the City for the City's use as outlined in the Development Agreement
4. The Developer will construct and allow the Fire Chief or Fire Marshall to inspect the project to ensure compliance with agreed upon Emergency Response Requirements for the project.
5. The Developer agrees to cooperate with the City in the future annexation of the property after the project is operational.

BUDGET IMPACT:

This agreement has no impact on this FY's budget. A new CIP project for the widening of Avondale Boulevard and associated infrastructure improvements, i.e. burying of dry utilities, tiling of the SRP ditch, etc. will be added to a future budget. The funding of that project will include the contributions made by the applicant.

RECOMMENDATION:

Staff recommends City Council adopt a Resolution approving a Development Agreement with Sierra Luna Energy Storage LLC and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

Contact person for document distribution: Jodie Novak, Kimberly Moon

RESOLUTION NO. 1050-0725

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, APPROVING A DEVELOPMENT AGREEMENT WITH SIERRA
LUNA ENERGY STORAGE LLC.

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

SECTION 1. The Development Agreement with Sierra Luna Energy Storage LLC (the “Agreement”) 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 take all steps necessary to cause the execution of the Agreement and its related documents 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,
July 7, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1050-0725

[Agreement]

See following pages.

WHEN RECORDED RETURN TO:

Benjamin Graff, Esq.
Quarles & Brady LLP
One Renaissance Square
Two North Central Avenue, Suite 600
Phoenix, Arizona 85004

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is made as of the ____ day of _____, 2025, by, between and among CITY OF AVONDALE, ARIZONA, an Arizona municipal corporation (the “**City**”), and SIERRA LUNA ENERGY STORAGE LLC, a Delaware limited liability company (“**Developer**”). City and Developer are sometimes referred to in this Agreement collectively as the “**Parties**”, or each individually as a “**Party**.”

RECITALS

A. MARWEST ENTERPRISES, L.L.C., an Arizona limited liability company, and CAMARUS, L.L.C., an Arizona limited liability company (collectively, “**Fee Owner**”) own the approximately 18.5 acres of real property located in unincorporated Maricopa County, Arizona, north of the northeast corner of south Avondale Boulevard and west Broadway Road, directly east and south of the jurisdictional boundary of the City of Avondale, and legally described on **Exhibit A** (the “**Property**”). Developer has the right to purchase the Property pursuant to a separate, recorded agreement between Developer and Fee Owner. Fee Owner is executing this Agreement solely for purposes of acknowledging this Agreement and consenting to the recordation of this Agreement against the Property.

B. Following its acquisition of the Property, Developer intends to construct, operate and maintain a private battery energy storage system project on the Property consisting of an approximately 150-megawatt/1,200-megawatt-hour standalone battery energy storage system (“**BESS**”) and related equipment, facilities and structures including a tie-line with interconnection to the Salt River Project (“**SRP**”) Rudd Substation (the “**Project**”).

C. The Project is adjacent to a strip of real property owned by the Maricopa County (the “**County**”) and assigned Assessor’s Parcel Number 101-23-014 (“**County Parcel**”). The County Parcel is situated between the Property and Avondale Boulevard. The Project will require entitlements from Maricopa County (the “**County**”), including a rezoning of the Property from Rural-43 to Light Industrial (IND-2) with an Industrial Unit Plan of Development (IUPD), to be considered and approved by the Maricopa County Board of Supervisors, as well as a Plan of Development (POD), which may be approved administratively by County staff. All such entitlements, when approved, and following expiration of applicable appeal and referendum

periods with no appeal or referendum then pending, are collectively referred to as the “**County Entitlement Approvals**”.

D. The Project will require approvals from the City including, rights-of way, licenses, design, engineering, construction and other necessary approvals for the Project’s transmission infrastructure and access, consisting of the interconnection tie-line crossing Avondale Boulevard west of the Property and crossing private properties located between Avondale Boulevard and the Rudd Substation connecting the Project to the SRP Rudd Substation and any associated transmission and appurtenant facilities, to the extent located within City jurisdiction (all such approvals, when granted, and following expiration of applicable appeal and referendum periods with no appeal or referendum then pending, are collectively referred to as the “**City Infrastructure Approvals**”).

E. Developer previously constructed a similar BESS in the City of Avondale northwest of the Project, called the Sierra Estrella Energy Storage facility, and the Parties acknowledge their previous cooperation to allow energy storage, a key component of resilient and reliable essential infrastructure. The Parties acknowledge that BESSs provide backup power during outages, enhance grid stability, and support the integration of renewable energy, making them particularly valuable for hospitals, emergency services, water utilities, and public safety operations.

F. Although the Property is outside the City limits, the City, as the nearest jurisdiction to provide emergency response services, will likely be responding to emergency events on or near the Project and providing services to the Project and the surrounding area. Developer will ensure that the emergency response and fire protection requirements for the Project meet the City’s standards and needs for safely and efficiently responding to and providing emergency response services for the Project and the surrounding area (the “**Emergency Response Requirements**”), as further described in this Agreement.

G. In recognition of the significant benefits that will accrue to City (and the general public) as a result of the Project and the voluntary financial contribution to the City, which benefits include (i) the improvement of public roadways, (ii) increased opportunities for commercial property development, and (iii) incentivizing the development of adjacent properties, City and Developer desire to cooperate in facilitating the Project, as more fully set forth in this Agreement.

H. The Parties understand and acknowledge that this Agreement is a “Development Agreement” within the meaning of, and is entered into pursuant to, Arizona Revised Statutes (“**A.R.S.**”) § 9-500.05.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals and representations and the mutual promises contained in this Agreement, the Parties agree as follows:

1. **PURPOSE AND TERM OF THIS AGREEMENT.**

1.1 **Recitals; Rules of Construction.** The Recitals set forth in Paragraphs A through H, inclusive, are incorporated into this Agreement by reference and form a part of this Agreement. The use of the term “shall” in this Agreement means a mandatory act or obligation. Unless the context requires otherwise, the term “including” means “including but not limited to” or “including without limitation.”

1.2 **Purpose.** The purpose of this Agreement is to facilitate the planning and development of the portions of the Project that will impact existing and planned infrastructure. This Agreement also provides for Developer’s voluntary financial contribution to the City for the purposes of improving south Avondale Boulevard and enhancing emergency response services at the Project. These efforts are of mutual interest to the City and Developer and are intended to improve public safety and enhance the functionality of Avondale Boulevard as a key transportation corridor.

1.3 **Effective Date.** The “**Effective Date**” of this Agreement means the date on which all the following have occurred: (i) this Agreement has been adopted and approved by the City Council of City (“**City Council**”), (ii) any appeal or referendum periods have expired pursuant to A.R.S. § 9-500.05(F), and (iii) this Agreement has been executed by duly authorized representatives of City, Developer, and Fee Owner.

1.4 **Term.** The Term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of ten (10) years, unless earlier terminated as provided herein (the “**Term**”).

1.5 **Termination.** Developer’s obligations under this Agreement shall terminate upon the Developer’s full payment of the Voluntary Contribution (as defined below) to City. Additionally, Developer may terminate the Agreement at any time prior to obtaining Governmental Approvals (also defined below) by providing fifteen (15) days’ written Notice to City. For avoidance of doubt, if Developer terminates this Agreement pursuant to the immediately preceding sentence, Developer shall have no obligation to pay the Voluntary Contribution.

2. **SCOPE AND REGULATION OF DEVELOPMENT.**

2.1 **Project Scope.** The Project consists of the development, construction, operation, and maintenance of a standalone approximately 150-megawatt/1,200-megawatt-hour private battery energy storage system facility and related infrastructure on the Property, including the interconnection tie-line and associated transmission facilities connecting the Project due westward to the SRP Rudd Substation. Development of the Project shall proceed in accordance with the terms of this Agreement, applicable County Entitlement Approvals, and City Infrastructure Approvals.

2.2 **City Infrastructure Approvals and Design Compliance.** The City has the authority to grant all City Infrastructure Approvals for the Project, which are limited to those components of the Project located within City jurisdiction, including but not limited to the transmission corridor and related improvements within the south Avondale Boulevard right-of-

way. Developer shall design and construct such improvements in accordance with all applicable City codes, standards, and conditions of approval.

2.3 Governing Code and City Cooperation. For purposes of the City Infrastructure Approvals, the applicable City codes and standards shall be those in effect as of the Effective Date of this Agreement and shall continue to apply through final inspection and approval of the Project infrastructure. City shall cooperate reasonably in processing the City Infrastructure Approvals required for the development and construction of the Project.

2.4 Project Review and Coordination. The City designates the City Engineer as the primary point of contact to coordinate the review and inspection of the City Infrastructure Approvals. The City shall make reasonable efforts to provide consistency in plan review and field inspections by assigning the same or similar personnel throughout the development period.

2.5 Fees. Developer shall pay all standard and applicable City permitting, inspection, and development fees required by the Avondale City Code in effect at the time of each respective application submittal. Nothing in this Agreement shall waive or reduce the obligation of Developer to pay such fees, unless otherwise expressly provided.

3. DEVELOPER'S VOLUNTARY CONTRIBUTION TO CITY INFRASTRUCTURE.

3.1 Developer's Voluntary Contribution of Funds. Developer agrees to make the following voluntary financial contribution to the City in accordance with this Article 3 for the purposes of assisting the community and supporting the City's public initiative of improving and beautifying Avondale Boulevard and enhancing emergency response initiatives in connection with the Project ("**Voluntary Contribution**"). Developer confirms that this contribution is not, and shall not be construed as an exaction, impact fee, or any form of mandatory payment required by City, its ordinances, policies or regulations in connection with the Project or any aspect thereof. Developer hereby waives and forever releases, any right or claim that may arise under ARIZ. REV. STAT. § 9-500.13 (Compliance With Court Decisions), including any claim that the City coerced or required payment of the Voluntary Contribution in exchange for the City Infrastructure Approvals, or any other item of value or exercise of City discretion in favor of the Developer or the Project, together with any claim alleging that the City engaged in any unlawful or unconstitutional taking of property rights.

3.2 Voluntary Contribution Amount. Subject to the further terms of this Agreement, Developer shall pay to the City a total amount of Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000) (the "**Voluntary Contribution Amount**"). The Voluntary Contribution Amount may also be referred to herein as the "**Funds**" when describing the City's use of the Voluntary Contribution.

3.3 Payment Contingency. Developer's obligation to make the Voluntary Contribution described in Section 3.2 shall be contingent upon the satisfaction of all of the following conditions: (i) the Project receiving all County Entitlement Approvals, (ii) the Project receiving all City Infrastructure Approvals, and (iii) Developer applying for and receiving from Maricopa County a building permit for Project infrastructure on the Property (collectively, the

“**Governmental Approvals**”). For avoidance of doubt, this Agreement does not impose on Developer any obligation to apply for the Governmental Approvals or to proceed with construction of the Project. This Agreement imposes on Developer the obligation to pay the Voluntary Contribution if and when Developer elects to obtain, and receives, all of the Governmental Approvals. The receipt of the Voluntary Contribution by the City does not create an obligation on the part of the City to approve or expedite any of the City Infrastructure Approvals, nor does it obligate the City to provide any specific level of support, endorsement or non-opposition to the Project beyond that which is generally afforded to development projects located in the County and adjacent to the City.

3.4 Payment Timing. Developer shall pay the Voluntary Contribution Amount in one lump sum to the City within five (5) business days after the later of (i) issuance by the County of a building permit for Project infrastructure on the Property and (ii) the Project receiving the City Infrastructure Approvals.

3.5 Acceptable Methods of Payment. All payments due under this Article 3 shall be made by wire transfer, certified check, or such other method as may be reasonably approved in writing by the City. Payments shall be made in immediately available funds to an account or address designated in writing by the City.

4. PURPOSE AND USE OF FUNDS; EMERGENCY RESPONSE COVENANTS.

4.1 Use of Funds. City shall use the Funds for the following public purposes:

(a) Improvements along south Avondale Boulevard, including but not limited to paving, signage, water delivery, civil improvements, irrigation, stormwater design, landscaping, buffering, and electrical utility infrastructure; and enhancing local emergency response capabilities, including equipment, training, and operational support, as determined appropriate by the Avondale Fire and Medical Department; and

(b) Following receipt of the Voluntary Contribution, the City may allocate and expend the Funds at its sole discretion to further the purposes set forth in this Section 4.1, provided such use remains consistent with the terms of this Agreement and applicable laws.

The City considered the following cost estimates, provided by independent consultants who were engaged by the City and the Developer, to identify the following uses of the Funds:

Paving	\$525,000
Signage	\$8,000
Irrigation	\$2,302,000
Electrical Utilities	\$200,000
Avondale Fire and Medical	\$215,000

4.2 No Developer Liability. Final allocation, budgeting and expenditure of all Funds shall be in accordance with the City's adopted procedures. Developer shall have no obligation, responsibility, or liability for any actions taken by the City in connection with the use, management, or allocation of the Funds, including whether the Funds are used for the intended public purposes. Payment of the Voluntary Contribution shall constitute full satisfaction of Developer's obligations under this Agreement.

4.3 City Emergency Response Requirements. Developer will allow the City Fire Chief or Fire Marshal to perform a courtesy review of the County Plan of Development, prior to the County's final approval of the Plan of Development, to confirm compliance with the following Emergency Response Requirements for the Project:

(a) Developer shall provide two (2) access driveways to the Property from South 113th Avenue.

(b) The spacing of battery units on the Property shall comply with NFPA 855 and OSHA 1926.

(c) Developer shall include two (2) 24,000-gallon water tanks on Property, with the ability to connect to the water tanks from outside of the perimeter wall.

(d) Developer shall retain a third-party services provider to refill water tanks, as needed to support response efforts.

(e) Developer shall coordinate with the City of Avondale Fire and Medical Department and Rural Metro to provide onsite training, at Developer's cost.

Developer will request County to include the above five (5) Emergency Response Requirements as Conditions of Approval attached to County Rezoning Case No. Z25007 and the corresponding Ordinance. City acknowledges that (i) County is the sole regulatory authority with zoning and land use authority over the Property, and (ii) the above covenants are private covenants from Developer to City, are enforceable by City as limited by the scope of each of the five (5) covenants, and do not establish any regulatory authority of the City with respect to the Property, which is located within the jurisdiction of the County. Should the County impose Conditions of Approval that deviate or otherwise conflict with the five (5) Emergency Response Requirements, Developer and City shall work in good faith to identify a solution that meets the intent of each item in conflict.

4.4 Annexation. Developer and City agree after Developer has received a certificate of occupancy from the County, each, in its sole and absolute discretion, may consider entering into discussions regarding the future annexation of the Property into the City, but without any obligation to enter into such discussions or to annex the Property into the City.

5. **REPRESENTATIONS BY THE PARTIES.** Each Party represents and warrants to the other Party that:

5.1 The representing Party has the full right, power, and authorization to enter into and perform this Agreement.

5.2 All consents and approvals necessary for the execution, delivery and performance of this Agreement by the representing Party have been obtained.

5.3 The representing Party shall execute, and acknowledge when appropriate, all documents and instruments, and shall take all actions, in each case necessary to implement, evidence and enforce this Agreement.

5.4 The representing Party has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

6. **DEFAULT AND ENFORCEMENT.**

6.1 Events of Default. “**Default**” or an “**Event of Default**” by Developer or City under this Agreement shall mean one or more of the following:

(a) Any representation or warranty made in this Agreement by the Party was materially inaccurate when made or shall prove to be materially inaccurate during the Term; and

(b) Such Party fails to observe or perform any other covenant, obligation or agreement required of it under this Agreement.

6.2 Grace Periods; Notice and Cure. Upon the occurrence of an Event of Default by any Party, such Party shall, upon written Notice from any other Party, proceed immediately to cure or remedy such Default and, in any event, such Default shall be cured within thirty (30) days after receipt of such Notice; or, if such Default is of a nature that is not capable of being cured within thirty (30) days, the cure or remedy shall be commenced within such period and diligently pursued to completion, but in no event exceeding ninety (90) days in total.

6.3 Remedies for Default. In the Event of Default under any provision of this Agreement where the same is not cured within the applicable time period set forth above, the non-defaulting Party shall have all remedies available to it at law or in equity. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies will not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by such defaulting party.

6.4 Venue. Any legal actions instituted pursuant to this Agreement must be filed in the county of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona.

6.5 Waiver. Except as otherwise stated in this Agreement, failure 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.

6.6 No Liability. No member of the City Council, nor any officer, agent, attorney, or employee of the City, shall be personally liable for any breach or default under this Agreement. Similarly, Developer's obligations under this Agreement are limited to its assets. The personal assets of its members, managers, officers, directors, partners, or shareholders shall not be subject to any claims arising from this Agreement.

7. MISCELLANEOUS PROVISIONS.

7.1 Assignment. Developer shall have the right to assign all or a portion of its interest under this Agreement to an owner of all or any portion of the Property only with the prior consent of City, which consent will not be unreasonably withheld, conditioned or delayed; provided that City's consent shall not be required for an assignment in whole or in part to a Developer Affiliate. City's rights and obligations under this Agreement shall be non-assignable and non-transferable, without the prior express written consent of Developer, which consent will not be unreasonably withheld, conditioned or delayed. For purposes of this Agreement, an "Affiliate," means any person or entity directly or indirectly controlling, controlled by, or under common control with Developer. Without limiting the foregoing, the Parties expressly acknowledge that the rights and obligations of Developer are personal to Developer, for Developer's proposed development of the Property, and Fee Owner will have no obligation or liability to perform the obligations of Developer under this Agreement.

7.2 Limited Severability. City and Developer each believes that the execution, delivery, and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required.

7.3 Notices.

(a) All "Notices", demands or other writings in this Agreement provided to be given, made or sent by any Party hereto to the other Party must be made in writing and will be deemed to have been fully given, made or sent (i) on the day personally delivered or served; or (ii) on the day delivered is sent by recognized overnight courier service (e.g., FedEx or UPS) for next business day delivery; or (iii) three (3) business days after deposit in the United States mail postage prepaid and sent by registered or certified mail, and in each case addressed as follows:

If to City: City of Avondale
Attn: Ron Corbin, City Manager
11465 W. Civic Center Drive
Avondale, Arizona 85323
Email: rcorbin@avondaleaz.gov

With a required copy to: City of Avondale
Attn: Nicholle Harris, City Attorney
11465 W. Civic Center Drive
Avondale, Arizona 85323
Email: nharris@avondaleaz.gov

If to Developer: Sierra Luna Energy Storage LLC
c/o Plus Power LLC
Attn: General Counsel
1780 Hughes Landing Blvd, Suite 675
The Woodlands, TX 77380
Email: legal@pluspower.com

With a required copy to: Quarles & Brady LLP
Attn: Benjamin Graff
One Renaissance Square
Two North Central Avenue, Suite 600
Phoenix, Arizona 85004
Email: benjamin.graff@quarles.com

Each Party may by notice in writing change its address for the purpose of this Agreement, which address shall thereafter be used in place of the former address.

7.4 Entire Agreement. Except as expressly provided in this Agreement, this Agreement constitutes the entire agreement between the Parties with respect to the subject matters hereof and supersedes any prior agreement.

7.5 Further Assurances. Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments and instruments as the other Party may reasonably require to consummate, evidence, confirm or carry out the matters contemplated by this Agreement or confirm the status of (a) this Agreement as in full force and effect and (b) the performance of the obligations hereunder at any time during its Term.

7.6 Recordation. Within ten (10) days after this Agreement has been approved by City and executed by the Parties, City shall cause this Agreement to be recorded in the Official Records of Maricopa County.

7.7 Amendment. All amendments to this Agreement must be in writing and signed by the appropriate authorities of the Parties hereto and recorded in the Official Records of Maricopa County.

[Signatures appear on following pages]

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

CITY

CITY OF AVONDALE, ARIZONA, an Arizona
municipal corporation

Ron Corbin, City Manager

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Ron Corbin the City Manager of the City of Avondale, Arizona, an Arizona municipal corporation, who acknowledged that he signed the foregoing instrument on behalf of City.

Notary Public

My commission expires:

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

DEVELOPER

SIERRA LUNA ENERGY STORAGE LLC, a
Delaware limited liability company,

By: _____
Its: _____

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of SIERRA LUNA ENERGY STORAGE LLC, a Delaware limited liability company, who acknowledged that he/she signed the foregoing instrument on behalf of Developer.

Notary Public

My commission expires:

ACKNOWLEDGMENT OF FEE OWNER

The undersigned has executed the foregoing Agreement for the purposes of expressly consenting to the recordation of this Agreement against the interest of Fee Owner in and to the Property and has authorized and approved the execution and delivery of the foregoing Development Agreement.

MARWEST ENTERPRISES, L.L.C. , an Arizona
limited liability company

By: _____
Name:
Title:

STATE OF ARIZONA)
)
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____,
2025, by _____, the _____ of MARWEST ENTERPRISES,
L.L.C., an Arizona limited liability company, on behalf of the company.

Notary Public

My commission expires: _____

[Seal]

ACKNOWLEDGMENT OF FEE OWNER

The undersigned has executed the foregoing Agreement for the purposes of expressly consenting to the recordation of this Agreement against the interest of Fee Owner in and to the Property and has authorized and approved the execution and delivery of the foregoing Development Agreement.

CAMARUS, L.L.C. , an Arizona limited liability company

By: _____
Name:
Title:

STATE OF ARIZONA)
)
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the _____ of CAMARUS, L.L.C., an Arizona limited liability company, on behalf of the company.

Notary Public

My commission expires: _____

[Seal]

List of Exhibits

Exhibit A: Legal Description of Property

Exhibit A
Legal Description of Property

PARCEL NO. 1:

Lot 4 of the Southwest quarter of the Southwest quarter of Section 19, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South half thereof;

EXCEPT the West 99 feet thereof; and

EXCEPT the South 324 feet of the West 200 feet thereof.

PARCEL NO. 2:

The South 324 feet of the West 200 feet of the following described property:

Lot 4 of the Southwest quarter of the Southwest quarter of Section 19, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South half thereof;

EXCEPT the West 99 feet thereof.

PARCEL NO. 3:

That part of Lot 4, Section 19, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Southwest corner of said Section 19;

THENCE North 88 degrees 41 minutes 10 seconds East 99.00 feet;

THENCE North 0 degrees 28 minutes 10 seconds West 505.63 feet to the True Point of Beginning, said point also being the Northwest corner of said property described in instrument recorded in Docket 10400, page 1304, records of Maricopa County, Arizona;

THENCE North 0 degrees 20 minutes 10 seconds West 155.21 feet;

THENCE North 88 degrees 41 minutes 10 seconds East 287.42 feet;

THENCE South 0 degrees 28 minutes 10 seconds East 155.21 feet to the Northeast corner of property described in instrument recorded in said Docket 10400, page 1304, records of Maricopa County, Arizona;

THENCE along the North line of property described in instrument recorded in said Docket 10400, page 1340, records of Maricopa County, Arizona, South 88 degrees 41 minutes 10 seconds West 287.42 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 4:

An easement for ingress, egress and utilities purposes as created by instrument recorded in Docket 10400, page 1291, records of Maricopa County, Arizona, over the East 20 feet of the following described property:

BEGINNING at the Southwest corner of Section 19, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

THENCE North 88 degrees 41 minutes 10 seconds East 99.00 feet;

THENCE North 0 degrees 28 minutes 10 seconds West 40 feet to the True Point of Beginning;

THENCE North 0 degrees 28 minutes 10 seconds West 465.63 feet;

THENCE North 88 degrees 41 minutes 10 seconds East 287.42 feet;

THENCE South 0 degrees 28 minutes 10 seconds East 465.63 feet;

THENCE South 88 degrees 41 minutes 10 seconds West 287.42 feet to the TRUE POINT OF BEGINNING.