



City of Avondale
City Council Meeting
Monday, December 15, 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, December 15, 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. CODE DEPARTMENT OF THE YEAR AWARD

City Council will receive a presentation from staff regarding the American Association of Code Enforcement (AACE) National Code Enforcement Department of the Year Award received by Avondale Code Compliance. This item is for discussion only.

b. HOLIDAY EDITION - PROPERTY ALL-STAR CURB APPEAL AWARD

City Council will recognize property owners in Avondale who were selected to receive the Holiday Edition Property All-Star Award. This item is for discussion only.

c. CITIZEN LEADERSHIP ACADEMY

The 2025 Avondale Citizens Leadership Academy graduates will be recognized for completion of the program. This item is for discussion only.

d. AVONDALE AMBASSADOR PROGRAM RECOGNITION

City Council will recognize the participants of the Avondale Ambassador Program. 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 November 17, 2025 City Council meeting minutes. The Council will take appropriate action.

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

City Council will consider a request to appoint Alex McBurney as the Chair of the Planning Commission and Shaun Grimm as the Vice Chair of the Planning Commission for the 2026 calendar year. The Council will take appropriate action.

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

City Council will consider a request to reappoint LaChrisha Dourisseau as the Chair of the Board of Adjustment and Kenneth Shoaff as the Vice Chair of the Board of Adjustment for the 2026 calendar year and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

d. SERIES 12 (RESTAURANT) LIQUOR LICENSE - ED'S FISH & CHIPS

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Mark Christopher Rincon, allowing for the sale of beer and wine at Ed's Fish & Chips located at 306 N Central Avenue in Avondale, and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE - SUPER CARNICERIA MI RANCHITO

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Alma Leticia Gamez Monge for the sale of alcohol at Super Carniceria Mi Ranchito located at 19 E Western Avenue in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

f. PROJECT BUDGET TRANSFER

City Council will consider a request to: a) approve a budget transfer in the amount of \$100,000 from the Fire Station 171 Replacement project (S0104); b) approve a budget transfer in the amount of \$500,000 from general fund contingency to the Fire Apparatus Replacement FY2026 project (A0454); c) increase the project's award authority by \$50,000 for a new amount of \$1,550,000; and d) authorize Finance and Budget Department staff to take the steps necessary to execute the transfers. The Council will take appropriate action.

g. LICENSE AGREEMENT FOR A PRIVATE ELECTRICAL TRANSMISSION LINE IN PUBLIC RIGHT-OF-WAY WITH SIERRA LUNA ENERGY STORAGE, LLC

City Council will consider a request to approve a License Agreement for a Private Electrical Transmission Line in Public Right-of-Way 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.

h. RESOLUTION 1077-1225 - INTERGOVERNMENTAL AGREEMENT AMENDMENT WITH DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS (DEMA)

City Council will consider a request to adopt Resolution 1077-1225, approving an amendment to the existing Intergovernmental Agreement between the Arizona Department of Emergency and Military Affairs (DEMA) and the City of Avondale, on behalf of the four partnering agencies of the Southwest Family Advocacy Center (the Cities of Avondale, Buckeye, Goodyear, and the Maricopa County Sheriff's Office). The request also authorizes the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

- i. **RESOLUTION 1078-1225 - AUTHORIZING THE GRANT ACCEPTANCE OF ARIZONA LOTTERY FUNDS FROM VALLEY METRO**
City Council will consider a request to adopt Resolution 1078-1225, authorizing the City of Avondale's acceptance of Arizona Lottery Funds in the amount of \$225,883 from Valley Metro for WeRIDE operational expenses, and to authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.
- j. **RESOLUTION 1079-1225 – INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LITCHFIELD PARK AND THE CITY OF AVONDALE FOR POLICE SERVICES**
City Council will consider a request to adopt Resolution 1079-1225, approving an Intergovernmental Agreement (IGA) with the City of Litchfield Park to continue to provide law enforcement services to their City through June 30, 2031, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.
- k. **RESOLUTION 1080-1225 - INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE GRANT ACCEPTANCE FROM THE FEDERAL HIGHWAY ADMINISTRATION FOR AGUA FRIATRAIL PHASE 2 PEDESTRIAN BRIDGE**
City Council will consider a request to adopt Resolution 1080-1225, approving an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for the Agua Fria Trail Phase 2 Pedestrian Bridge North Connection Project to allow the City to access federal funds awarded for the project and establish the ADOT as the City's designated agent for design review, bidding, award, and construction administration and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.
- l. **RESOLUTION 1081-1225 - FIRST AMENDMENT TO DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER, AND INTERGOVERNMENTAL AGREEMENT - ALAMAR COMMUNITY FACILITIES DISTRICT (CFD)**
City Council will consider a request to adopt Resolution 1081-1225, approving and authorizing the first amendment to district development, financing participation and intergovernmental agreement for the Alamar CFD and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The amendment replaces Brookfield Residential (Arizona) LLC with Brookfield Communities US LLC and North America Sekisui House, LLC. This amendment was requested by the developer because of corporate restructuring. The Council will take appropriate action.
- m. **RESOLUTION 1082-1225 – THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT AMONGST THE CITIES OF AVONDALE, GLENDALE, MESA, SCOTTSDALE AND TEMPE AND THE TOWN OF GILBERT RELATING TO JOINT LEGAL REPRESENTATION IN THE GILA RIVER GENERAL STREAM ADJUDICATION**
City Council will consider a request to adopt Resolution 1082-1225, approving the Third Amendment to the Intergovernmental Agreement amongst the cities of Avondale, Glendale, Mesa, Scottsdale and Tempe for joint legal representation in the Gila River General Stream Adjudication (IGA) to add the Town of Gilbert and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.
- n. **RESOLUTION 1083-1225 - CANVASS OF ELECTION, PUBLIC SAFETY RETIREMENT SYSTEMS LOCAL BOARD ELECTIONS**
City Council will consider a request to: a) adopt Resolution 1083-1225, declaring and adopting the results of the Local Board Election held on November 6, 2025, electing Ryan Myers as Board Member to the Public Safety Personnel Retirement System Police Board and Evan Titterington as Board Member to the Public Safety Personnel Retirement System Fire Board; b) appoint Evan Goldberg as Board Member to the Corrections Officers Retirement Pension Board; and c) authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

o. ORDINANCE 2047-1225 – GRANTING OF AN IRRIGATION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

City Council will consider a request to adopt Ordinance 2047-1225, granting an irrigation easement to the Salt River Project Agricultural Improvement and Power District along the east side of 107th Avenue north of Encanto 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. RESOLUTION 1084-1225 - 2026 PUBLIC POLICY PRIORITIES FOR THE UPCOMING STATE AND FEDERAL LEGISLATIVE SESSION

City Council will consider a request to: a) adopt Resolution 1084-1225, adopting the 2026 Public Policy Priorities for the upcoming state and federal legislative sessions, b) authorize the City Manager or his designee(s) to act on such items; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

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

7. ADJOURNMENT

**ALAMAR COMMUNITY FACILITIES DISTRICT BOARD
SPECIAL MEETING
Convene immediately following the City Council meeting**

CALL TO ORDER BY DISTRICT CHAIR

1. ROLL CALL BY THE DISTRICT CLERK

2. CONSENT AGENDA

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

a. MINUTES

The District Board will consider a request to approve the June 2, 2025 Alamar Community Facilities District Board meeting minutes. The Board will take appropriate action.

b. CFD RESOLUTION 5-2025 - FIRST AMENDMENT TO DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER, AND INTERGOVERNMENTAL AGREEMENT - ALAMAR COMMUNITY FACILITIES DISTRICT (CFD)

The District Board will consider a request to adopt CFD Resolution 5-2025, approving and authorizing the first amendment to district development, financing participation and intergovernmental agreement for the Alamar CFD and authorize the Chair or District Manager, District Attorney and District Clerk to execute the necessary documents. The amendment replaces Brookfield Residential (Arizona) LLC with Brookfield Communities US LLC and North America Sekisui House, LLC. This amendment was requested by the developer because of corporate restructuring. The Board will take appropriate action.

3. 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 623-333-1000 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica o por vídeo. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o intérprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1000 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.

ITEM NUMBER: 2.a.

SUBJECT: Code Department of the Year Award

MEETING DATE: 12/15/2025

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: **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.

PURPOSE:

City Council will receive a presentation from staff regarding the American Association of Code Enforcement (AACE) National Code Enforcement Department of the Year Award received by Avondale Code Compliance. This item is for discussion only.

BACKGROUND:

The American Association of Code Enforcement is a national nonprofit association representing the profession of code enforcement in all 50 states. This year, during the annual awards ceremony held on Wednesday, October 29, at their National Conference in St. Louis, MO. Avondale Code Compliance was selected as this year's Code Enforcement Department of the Year.

DISCUSSION:

The criteria for the Code Enforcement Department of the Year Award: a department recognized by the community as functioning at a high level, having all the soft skills needed to be an effective department while, at the same time, possessing a diverse technical skill set in order to be a well-rounded and effective department.

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: 2.b.

SUBJECT: Holiday Edition - Property All-Star Curb Appeal Award

MEETING DATE: 12/15/2025

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: **Connected & Engaged Community**

Avondale informs, prepares, and engages our community to ensure residents are connected to resources, the region, and each other.

PURPOSE:

City Council will recognize property owners in Avondale who were selected to receive the Holiday Edition Property All-Star Award. This item is for discussion only.

BACKGROUND:

The Avondale Code Compliance Division has added a Holiday Edition of the Property All-Star Award Program to recognize Avondale property owners for their holiday lights and displays created for their home and community.

DISCUSSION:

Avondale property owners selected for the Holiday Edition Property All-Star Award will be recognized for their creativity of holiday lights and displays on their homes and be presented with a certificate and lawn sign.

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: 2.c.

SUBJECT: Citizen Leadership Academy

MEETING DATE: 12/15/2025

TO: Mayor and Council

FROM: Aneyssa Romo, Sr. Management Analyst

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: **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.

PURPOSE:

The 2025 Avondale Citizens Leadership Academy graduates will be recognized for completion of the program. This item is for discussion only.

BACKGROUND:

This academy offers a comprehensive perspective of Avondale city government, with interactive and informative workshops on topics ranging from how the city runs to future development. Participants have the opportunity to tour various city parks and facilities, get a close-up view of public safety vehicles and apparatus, as well as a behind-the-scenes look at all city departments. Enrollment is free and open to individuals 18 years and older who live in Avondale.

DISCUSSION:

The Mayor, Vice Mayor, and City Council will recognize graduates of the Avondale Citizens Leadership Academy for demonstration of civic engagement through participation in the program.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

This item is for information only.

Contact person for document distribution: n/a

ITEM NUMBER: 2.d.

SUBJECT: Avondale Ambassador Program Recognition

MEETING DATE: 12/15/2025

TO: Mayor and Council

FROM: Aneyssa Romo, Sr. Management Analyst

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: **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.

PURPOSE:

City Council will recognize the participants of the Avondale Ambassador Program. This item is for discussion only.

BACKGROUND:

This year-long program mobilizes residents to serve as city ambassadors by providing them with the opportunity to learn about new city programs, services, and events while empowering them to share the information with residents and show others what Avondale has to offer. Through the sharing of information and volunteering in the community, Avondale Ambassadors help support a safe, vibrant, and welcoming environment. Avondale Ambassadors will engage with other residents and stakeholders at city-sponsored events, attend city council and board and commission meetings, and attend quarterly Ambassador meetings where they can learn about high-priority city projects.

DISCUSSION:

The Mayor, Vice Mayor, and City Council will recognize the participants of the Avondale Ambassador Program for demonstration of civic engagement through participation in the program.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

This item is for information only.

Contact person for document distribution:

ITEM NUMBER: 4.a.

SUBJECT: Minutes

MEETING DATE: 12/15/2025

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 & Engaged Community**

Avondale informs, prepares, and engages our community to ensure residents are connected to resources, the region, and each other.

PURPOSE:

City Council will consider a request to approve the November 17, 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 November 17, 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
November 17, 2025

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

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

Members Present: Mayor Mike Pineda; Vice Mayor 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; Katie Gregory, Assistant City Manager; Dale Nannenga, Deputy City Manager; Marcella Sarmiento, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Barbara Coppage, City Auditor; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Julie Knoll, Deputy City Clerk; Corey Larriva, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Lisa Maxie-Mullins, Deputy City Attorney; Andy Mesquita, Human Resources Director; Kimberly Moon, Engineering Director; Mark Neerings, Assistant Chief Information Officer; Jodie Novak, Development Services Director; Larry Rooney, Fire Chief; Pier Simeri, Marketing and Public Relations Director; Jennifer Stein, Economic Development Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 50 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. EMPLOYEE ANNOUNCEMENTS

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

Police Department

- Timothy Canfield, Officer
- Kristian Urbina, Officer
- Brennan Zehr, Officer
- Rene Valenzuela, Officer
- Scott Kellenberger, Officer
- Kaleb Gaytan, Officer
- Hayden Pearce, Officer
- Dakota Farrow, Officer
- Derek Albano, Officer
- Kylie Evans, Dispatcher

Fire and Medical Department

- Travis Lambert, Fire Captain (Promotion)
- Tim Lambert, Fire Engineer (Promotion)

Human Resources Department

- Debbie Pierce, Sr. HR Analyst

Parks, Recreation & Libraries Department

- Cameron Townson, Rec. Programmer
- Adam Pryde, Park Maintenance Worker

Police Department (Continued)

- Danielle Lawson, Dispatcher
- Gabrielle Aragon, Dispatcher
- Jeremiah Chavira, Park Ranger
- Jeff Vaughn, Park Ranger
- Anthony Fullerton, Detention Sup.
- Willie Hall, Community Srv. Officer

Public Works Department

- Giovanni Rodriguez, Solid Waste Equip. Opr.
- Leonel Huerta, Fleet Preventive Maint. Tech.
- Andrew Duran, Management Analyst

b. PROCLAMATION – INTERNATIONAL FRAUD AWARENESS WEEK

City Council presented a proclamation recognizing November 16 - 22, 2025 as International Fraud Awareness Week. This item was for discussion only.

c. PROCLAMATION – UNIFIED RESPONDER COMMUNITY MONTH

City Council presented a Proclamation recognizing November as Unified Responder Community Month. This item was for discussion only.

d. PROCLAMATION – EPILEPSY AWARENESS MONTH

City Council presented a Proclamation recognizing November as Epilepsy Awareness Month. This item was for discussion only.

3. UNSCHEDULED PUBLIC APPEARANCES

Ben Ruoti, a resident of Garden Lakes, addressed the City Council with concern about reciting the Pledge of Allegiance properly and asked for it to be recited properly (without the use of commas) in the future.

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. Councilmember White requested item 4e be pulled for separate consideration. Motion was made by Councilmember Conde, seconded by Vice Mayor Nielson, to approve the Consent Agenda except for agenda item 4e.

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 October 20, 2025, City Council meeting minutes.

b. APPOINTMENTS AND REAPPOINTMENTS TO BOARDS AND COMMISSIONS

City Council approved various appointments and reappointments to the City's Boards and Commissions as recommended by the City Council Subcommittee on Boards and Commissions as listed in the staff report and authorized the City Clerk to process the appointments.

c. SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE — QUICK STOP SP

City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Hasan Salameh Bader Mahmoud for the sale of alcohol at Quick Stop SP located at 127 West Main Street in Avondale and authorized the City Clerk to execute the necessary documents.

d. FOURTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF AVONDALE AND AVONDALE PROFESSIONAL FIREFIGHTERS' ASSOCIATION LOCAL 3924

City Council amended the Memorandum of Understanding (MOU) between the City of Avondale and Avondale Professional Firefighters Association (APFFA) Local 3924 to update the hourly on-call pay rate for eligible employees assigned to on-call status to ensure consistency with the City of Avondale Compensation Policy (Administrative Policy 95) with a retroactive effective date of June 23, 2025 and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. RESOLUTION 1068-1125- CANVASS OF VOTES FOR THE NOVEMBER 4, 2025 SPECIAL ELECTION

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

f. RESOLUTION 1069-1125 - LAND USE ASSUMPTIONS, INFRASTRUCTURE IMPROVEMENT PLAN AND NOTICE OF INTENT

City Council adopted Resolution 1069-1125, adopting the Land Use Assumptions (LUA), Infrastructure Improvement Plan (IIP) and a notice of intent to adopt revised development impact fees and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

g. RESOLUTION 1070-1125 - SUBRECIPIENT AGREEMENT FOR SUPPORTIVE SERVICES FOR FAMILIES EXPERIENCING HOMELESSNESS

City Council a) adopted Resolution 1070-1125, authorizing a four-year award of HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) funding not to exceed \$300,000; b) approved the execution of a subrecipient agreement with A New Leaf relating to acceptance and administration of the award;

and c) authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

h. RESOLUTION 1071-1125 - UPDATED IMPACT STUDY - WEB AVONDALE INVESTMENTS, LLC

City Council adopted Resolution 1071-1125, approving an updated impact study report which estimates the economic and fiscal impacts associated with the development and ongoing operations of a full-service hotel in Avondale and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

i. RESOLUTION 1072-1125 - ECONOMIC DEVELOPMENT AGREEMENT WITH WEB AVONDALE INVESTMENTS LLC

City Council adopted Resolution 1072-1125, approving an Economic Development Agreement with WEB Avondale Investments, LLC and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

j. ORDINANCE 2039-1125 - GROUND LEASE TO PURCHASE OPTION AGREEMENT WITH WEB AVONDALE INVESTMENTS, LLC AND THE CITY OF AVONDALE

City Council adopted Ordinance 2039-1125, approving the Ground Lease to Purchase Option Agreement with WEB Avondale Investments, LLC for city owned property located at the SEC of Roosevelt Street and 114th Avenue, and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

k. PARKING LICENSE AGREEMENT WITH WEB AVONDALE INVESTMENTS LLC

City Council approved a Parking License Agreement with WEB Avondale Investments, LLC and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

l. ORDINANCE 2040-1125 – GRANTING OF A RIGHT-OF-WAY EASEMENT TO ARIZONA PUBLIC SERVICE EASEMENT ACROSS CITY-OWNED PROPERTIES

City Council adopted Ordinance 2040-1125, authorizing granting a right-of-way easement to Arizona Public Service across several City-owned parcels and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

e. RESOLUTION 1068-1125- CANVASS OF VOTES FOR THE NOVEMBER 4, 2025 SPECIAL ELECTION

City Council adopted Resolution 1068-1125, canvassing the results of the November 4, 2025, Special Election and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Marcella Sarmiento, City Clerk, presented the following demographic voting information:

GENERATION	TOTAL VOTES
Silent Generation+: 80+ years old (born ≤ 1945)	506
Baby Boomers: ~61–79 years old (born 1946–1964)	3,070
Generation X: ~45–60 years old (born 1965–1980)	2,048
Millennials: ~29–44 years old (born 1981–1996)	1,446
Generation Z: ~18–28 years old (born 1997–2007)	700

PARTY TYPE	VOTES	# REGISTERED	TURNOUT
Democratic Party	3,612	16,331	22%
Green Party	6	65	9%
Libertarian Party	44	325	14%
No Labels Party	39	786	5%
Republican Party	2,232	10,623	21%
n/a -- Party Not Designated	1,837	19,072	10%

Councilmember White verbally accepted Resolution 1068-1125, and Councilmember Solorio moved to adopt Resolution 1068-1125, canvassing the results of the November 4, 2025, Special Election and authorized 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

5. REGULAR AGENDA

NOTE FROM THE CITY CLERK: ITEMS 5A, 5B, AND 5C WERE PRESENTED TOGETHER AND VOTED ON SEPARATELY.

a. PUBLIC HEARING AND RESOLUTION 1073-1125 — AVONDALE TECH CENTER – MINOR GENERAL PLAN AMENDMENT – APPLICATION PL-25-0120

City Council held a public hearing and considered a request to adopt Resolution 1073-1125, approving a request by Michelle Santoro of Gammage and Burnham for a minor General Plan amendment for Avondale Tech Center, an approximately 38-acre site located at the northwest corner of Corporate Drive and 117th Avenue, amending the

subject property's General Plan 2030 Land Use Map designation from Mixed Use to Business Park to facilitate the development of a technology campus focused on employment uses and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Monka Smriti, Senior Planner, reviewed the Minor General Plan Amendment, Rezone, and Comprehensive Sign Plan Applications for the Avondale Tech Center. The subject property is vacant with a vacant County Island zoned commercial development to the north, multi-family developments to the south and east, and Fairway 10 an industrial development zoned Avondale 50 Planned Area Development (PAD) to the west.

The Minor General Plan Amendment (GPA) is to amend the land use designation from Mixed Use to Business Park. The rezone request is to change from City Center District (CCD) to Avondale Tech Center PAD with underlying zoning of Commercial Park (CP). This is the only site in Avondale with the CCD classification, but the proposed deviations are consistent with Commerce Park zoning districts, with the four exceptions noted below. Along with a proposal to increase the maximum building height from 35 feet to 55 feet.

1. Motion picture productions changes from Conditional Use Permit to Permitted Use
2. Retail Sales that primarily support the business and employees of the commerce park and not the general population changes from Conditional Use Permit to permitted Use
3. Warehousing changes from Accessory Use to Permitted Use
4. Wholesaling changes from Not Permitted to Permitted use

The site plan proposes an advanced technology campus to support light industrial warehousing with office space, three buildings with an area of over 200,000 square feet on site, and 720 total parking spaces. A detailed of the site plan will occur during the administrative approval process for the site plan and design review. Semi-Truck traffic will be routed to Fairway Drive Interchange using 119th Street and Corporate Drive to minimize any impacts on residential areas. To support transportation needs from I-10, the developer will contribute an agreed upon amount toward construction of a traffic signal at the intersection of Corporate Drive and Fairway Drive

Staff analysis finds the proposed Minor General Plan Amendment meets all four required findings outlined in the General Plan 2030 including the infrastructure requirements. Also, the PAD Rezone is consistent with the five required findings of the Zoning Ordinance. Development is consistent with the land use and economic goals and the General Plan 2030. The Project will meet Commerce Park Development Standards, and the development shall follow the Zoning ordinance, Subdivision Regulations, Design Manuals, and other regulations unless modified.

A public meeting was held on September 9, 2025, with one attendee aside from the applicant's team and staff. Discussion topics included potential tenants, truck circulation, proposed amenity area, and project timeline. One public comment has been received noting the site was being advertised for lease and questioned the need for a public hearing if the project appears already approved.

The Planning Commission public hearing was held on October 15, 2025, where a commissioner inquired of the timeline for installation of the traffic signal at Corporate Drive and Fairway Drive. Staff explained they have conditions of approval with a general ten-year timeline to complete the signal. At this time, no firm construction date has been set for installation of the traffic signal but will be considered once the buildings become occupied and traffic meets the required threshold.

The Commission engaged in discussion regarding the potential right-of-way at the intersection. Upon further discussion with the City Engineer, it was determined the traffic signal can be installed within the existing right-of-way for the project traffic volumes. The Chair inquired of the proposed increased building height is consistent with surrounding development, which staff confirmed it was. The project was recommended for approval unanimously by a vote of 6-0.

The Comprehensive Sign Plan for the Avondale Tech Center exceeds 25% of the sign development standards. The request is to install a center identification monument sign within 96 square feet compared to the allowable 60 square feet. Also, the plan includes a request to allow freeway facing wall signs that are 1.15 square feet per lineal foot up to 150 square feet in the proposed PAD with underlying Commerce Park Zoning District.

Staff recommend approval of the Minor General Plan Amendment, Rezone, and Comprehensive Sign Plan Applications for the Avondale Tech Center

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 Council.

The Mayor and Councilmembers were given an opportunity to comment and ask questions.

- ♦ Councilmember Weise sought clarification on why it would take up to 10 years for a traffic signal on Fairway Drive. Ms. Smriti stated the general timeline is 10 years, but it depends on the process once the buildings are occupied and the threshold is met. Mr. Corbin explained the 10-year timeline is for the dedicated funding received from the developer. Traffic will be evaluated as the buildings are built, occupied and traffic begins and the lights will be installed once warranted.
- ♦ Councilmember Weise sought clarification on the employee amenity. Ms. Smriti noted it would be available to employees and the public as well.
- ♦ Councilmember Conde asked for clarification on the truck circulation. Ms. Smriti discussed the plan to reroute semi-trucks by Corporate Drive and Fairway Exchange to keep the arterial streets for car traffic only. Avondale has a specific truck route within the city. Mr. Corbin further noted specifically for this development semitrucks must go to Fairway Drive and go north or south from there. The city is conducting a Transportation Master Plan study that will better designate truck routes with a goal of keeping traffic off Avondale BLVD between Van Buren and McDowell Road, except for necessary traffic for local hotels and businesses.

- ♦ Councilmember Conde inquired if the monument sign would be facing north or south. Steven Johnson, Imperial Signs, stated the sign would be located on the southwest side of the property south of the amenity area.
- ♦ Councilmember White commented on the I-10 signage facing the Maricopa County Island. Ms. Smriti noted the sign will be visible from I-10. Mr. Corbin clarified the property is not in the City and is not county property, but it is designated commercial and the Economic Development Team is seeking a user for that property.
- ♦ Mayor Pineda commented on these projects being a game changer based on GPEC's report, this project can generate approximately \$30 million in tax revenue and 1,000 jobs over the next 10 years. This brings employment / career choices and the live here work here future for the residents. These buildings are not designated for cargo, unlike the Fairway 10 Industrial Complex, which should minimize the semi-truck traffic.

Councilmember Weise moved to adopt Resolution 1073-1125, approving application PL-25-0120, a request for minor General Plan Amendment to change the land use designation from Mixed Use to Business Park, for the reasons set forth 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

b. PUBLIC HEARING AND ORDINANCE 2041-1125 – AVONDALE TECH CENTER – REZONING – APPLICATION PL-25-0121

City Council held a public hearing and considered a request to adopt Ordinance 2041-1125, approving a request by Michelle Santoro of Gammage & Burnham for a rezone request for Avondale Tech Center, an approximately 38-acre site located at the northwest corner of Corporate Drive and 117th Avenue, to rezone the subject property from City Center District (CCD) to Avondale Tech Center Planned Area Development (PAD) with underlying zoning of Commerce Park (CP) to facilitate the development of a technology campus primarily focused on employment uses and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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 Council.

Councilmember Weise moved to adopt Ordinance 2041-1125, approving application PL-25-0121, a request for rezone from City Center District to Avondale Tech Center Planned Area Development with underlying zoning of commerce park, subject to ten (10) conditions of approval, for the reasons set forth 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. AVONDALE TECH CENTER – COMPREHENSIVE SIGN PLAN – APPLICATION PL-25-0181

City Council considered a request from Michelle Santoro of Gammage & Burnham for approval of a Comprehensive Sign Plan (CSP) for the Avondale Tech Center, a proposed advanced technology campus focused on employment uses and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The approximately 38-acre site is located at the northwest corner of Corporate Drive and 117th Avenue.

Councilmember Weise moved to approve application PL-25-0181, a request for comprehensive sign plan, for the reasons set forth 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

d. PUBLIC HEARING AND ORDINANCE 2042-1125 - ZONING ORDINANCE TEXT AMENDMENTS - CHAPTER 28, ARTICLE 1 (ADMINISTRATION AND PROCEDURES); ARTICLE 5 (SPECIAL DISTRICTS; OVERLAYS) - APPLICATION PL-25-0189

City Council held a public hearing and considered a request to adopt Ordinance 2042-1125, approving a city-initiated request for text amendments to the Zoning Ordinance to allow for continued refinement of the Zoning Ordinance to align with economic development initiatives and trends, reflect changes in policies and procedures, allow

for clerical corrections, provide for cross-references, and address the overall accuracy and usability of the Zoning Ordinance, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Joshua Orton, Lead Senior Planner, provided an overview of Application PL-25-0189 for Text Amendments to the Zoning Ordinance. The Zoning Ordinance was adopted in 1951, and the last updates were approved by the City Council in November 2024. This amendment would align the BLVD District with the Economic Development trends, add new and exciting uses to the ordinance that support implementation and goals of the BLVD Specific Plan.

- Section 28-15: adds definitions and revises the definitions for video game, arcade and game room. Will allow competitive video game related events with spectators and food halls or culinary marketplaces used for artisanal restaurants to congregate and share dining space.
- Section 28-91(e): revises the Land Use matrix, adds land uses, and modifies conditions for existing land uses to make it easier for more retail entertainment and service opportunities to come into the BLVD without a CUP. Also changes the requirement from CUP to permitted with conditions for commercial sport complexes, convention centers, and exhibition halls.
- Section 28-91(f): only permits gas stations as an accessory use to a grocery store and grocery stores exceeding 36,000 square feet. Grocery stores continue to be required to provide specialty services but only two instead of four. Outdoor uses will be added to the BLVD with requirements for lighting and restrictions on sound amplification. Outdoor concert facilities will not be permitted to have live or recorded music or sound amplification between the hours of 11:00 PM and 8:00 AM
- The BLVD subdistricts affected by the amendments include Gateway, Park Avenue, Village, and Promenade.
- Section 28-9 (i): parking requirements, new businesses are allowed to count public parking, such as the parking garage, towards their specific use because the distance is increasing from 400 feet to ¼ mile

All required public notifications were completed with a posting on Avondale Connect. To date no comments or questions have been received.

On October 15, 2025, at the Planning Commission meeting questions were raised regarding accessibility and double counting the garage spaces. Staff explained the BLVD is designed when someone goes there, they visit more than one location. In addition, accessible parking is still provided at appropriate levels. After discussion the Amendments were recommended for approval with a vote of 6—0.

Staff are recommending approval of Application PL-25-0189. Noting additional amendments for the BLVD to comply with new State laws that require development plans to be approved administratively instead of obtaining council approval will be brought forward for consideration.

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 Council.

Mayor and Councilmembers were given an opportunity to comment and ask questions.

- ♦ Councilmember White inquired why the property south of Van Buren was not incorporated in the BLVD development. Ms. Novak explained when the BLVD Specific Plan was adopted in 2019, replacing the former City Center District, the Waterford Subdivision was not included then.
- ♦ Mayor Pineda noted his excitement with the new uses, the verbiage utilized, and a grocery store with different amenities.

Councilmember White moved to adopt Ordinance 2042-1125, a request for text amendments to the Zoning Ordinance for the reason set forth in the staff report 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 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

NOTE FROM THE CITY CLERK: ITEMS 5E AND 5F WERE PRESENTED TOGETHER AND VOTED ON SEPARATELY.

e. PUBLIC HEARING - RESOLUTION 1074-1125 — GENERAL PLAN TEXT AMENDMENT – CENTRAL BUSINESS DISTRICT FOR MIDDLE HOUSING — APPLICATION PL-25-0190

City Council a) held a public hearing and considered a request to b) adopt Resolution 1074-1125, amending the text of the City of Avondale General Plan 2030 to approve a City-initiated request for a text amendment designating the Gateway, Village, and Park Avenue Districts within The BLVD land use category as the Central Business District for Middle Housing and adding an overlay map of the Central Business District for Middle Housing to the Land Use Map, all as required by State law; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Monka Smriti, Senior Planner, reviewed and discussed the proposed General Plan text amendments in response to HB2721 that allows duplex, triplex, fourplex, or townhome as a permitted use on a lot zoned for single-family (SF) residential use within one mile of the

City's Central Business District (CBD) and at least 20 percent of a new development of more than 10 continuous acres zoned for SF residential use. The new law requires Cities to adopt middle housing regulations by January 1, 2026. Should a City opt not to adopt the new law by the deadline, middle housing will be allowed on all lots within the city zoned for SF residential use without any limitations.

In compliance with the new State Law, the City has proposed to designate a CBD for middle housing purposes, amend the General plan to incorporate CBD designation text, and amend zoning code to adopt middle housing regulations as required by State law. The definition of CBD for middle housing will align with the State Law. If approved the CBD for middle housing map will be adopted by the Council through a resolution.

The districts selected as the CBD for middle housing are centrally located, the land uses align well with the State definition of CBD, and the process to adopt CBD is simplified compared to other areas of the city. The BLVD districts selected are Gateway, Village, and Park Avenue. A map showing the proposed CBD boundary and corresponding one mile radius was reviewed.

Next the General Plan 2030 text will be amended to include CBD under land use theme – commercial land use, the BLVD. The final step is amending the Zoning Code text to include middle housing regulations as required by State Law. The amendment will update the definition section by revising existing definitions for duplex, triplex, and townhome along with adding new definitions to support the new article. Private covenants, conditions, and restrictions in Homeowner Associations governing SF zoned property remain a private matter.

A new article that contains middle housing requirements, establishes the purpose, eligibility criteria, contains design and development standards, and clarifies the requirements within the PAD. Middle housing shall be subject to the same requirements that apply to SF dwellings within the same zoning district with some exceptions related to floor area ratio and parking.

All required public notification requirements have been met and no public comments have been received. On October 15, 2025, at the Planning Commission meeting no public comments were received during the public hearing and the commission recommended approval by a vote of 6-0.

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 Council.

Mayor Pineda and Councilmembers were given an opportunity to comment and ask questions.

- ♦ In response to Councilmember White's inquiry into what the housing would look like and where it would be located, Mr. Corbin explained these houses could like many things, but the difference is it is more than one residential facility on the same

parcel that only allows one house. Ms. Smriti noted height standards apply as they would for the zoning district the property is in, for example the SF residential zoning allows 30 feet, but the multi-family residential zoning allows 45 feet. Middle housing can be built if they meet the criteria of being within a one-mile radius of the CBD or a mandatory 20 percent allowance

- ♦ Councilmember Garcia inquired if the houses would have no backyards and share parking lot. Mr. Corbin explained the first step would be for SF homes to be built at this time that area is almost completely built out. If a parcel should become available and if allowed within the HOA, a developer could build a duplex, triplex, fourplex, or townhome but it must meet all requirements of the SF.
- ♦ Mayor Pineda reminded the Council if this CBD / middle housing application provides local control to ensure the areas in which these houses can be constructed remains in specific areas currently zoned SF.
- ♦ Mr. Corbin clarified other multifamily development larger than 10 continuous square acres are required provide 10 percent middle housing per the new State law.
- ♦ Ms. Smriti added parking requirements are also a factor with one parking space per unit and a minimum of two spaces must be covered.
- ♦ In response to Councilmember Solorio, Mr. Corbin clarified the middle housing is considered one-offs, such as a lot that never got built or became vacant from a fire or other means and it fits the standards, so now you have a duplex, etc. in the middle of many SF homes. Land was picked that met the intent of the law and provided the opportunities. It was believed there would be an opportunity for more disruptions in other areas. The BLVD meets the definition of State Law for CBD, such as walkability, heart of economic development, and business. There are no plans to look at others in the future, but there is a chance of a rezone to multifamily.

Councilmember Weise moved to adopt Resolution 1074-1125, approving application PL-25-0190, a request for text amendments to the Avondale General Plan 2030, for the reasons set forth in the staff report; Councilmember Conde seconded the motion.

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

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

f. PUBLIC HEARING AND ORDINANCE 2043-1125 — ZONING ORDINANCE TEXT AMENDMENTS – CHAPTER 28, ARTICLE 1 (ADMINISTRATION AND PROCEDURES); NEW ARTICLE 14 (MIDDLE HOUSING) — APPLICATION PL-25-0188

City Council held a public hearing and considered a request to adopt Ordinance 2043-1125, approving city-initiated text amendments to the Zoning Ordinance, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the

necessary documents. The amendments will allow for continued refinement of the Zoning Ordinance to reflect recent changes in State law related to middle housing, provide for cross-references, and address the overall accuracy and usability of the Zoning Ordinance.

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 Council.

Councilmember White moved to adopt Ordinance 2043-1125, approving application PL-25-0188, a request for text amendments to the Zoning Code, for the reasons set forth in the staff report; 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

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

- ♦ Councilmember Garcia discussed her attendance at the Vet Fun Run at Estrella Mountain Community College and receipt of a Certificate of Recognition from Fr. O'Callahan at the Knights of Columbus Assembly # 2669.
- ♦ Councilmember Weise discussed her participation in the Fire Departments outreach initiative to provide new working smoke alarms to residents in need.
- ♦ Councilmember Solorio commented on the talent showcased during the Mercados & Melodies.
- ♦ Councilmember White discussed her attendance at the Leadership West Strategic Horizons Summit held in Avondale, attendance of Cosic Logistics opening, and Delta Sigma Theta Sorority Read and Ready Partnership with the American Diabetes Association
- ♦ Vice Mayor Nielson discussed his attendance at the Senior Center where 30-40 veterans were recognized during a pinning ceremony.
- ♦ Mayor Pineda thanked Avondale Staff for hosting the Superintendent Round Table.

7. ADJOURNMENT

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

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

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

The meeting was adjourned at 7:28 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 17th day of November 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: Appointment of Chair and Vice Chair to the Planning Commission

MEETING DATE: 12/15/2025

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

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

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

STRATEGIC PLAN:

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

PURPOSE:

City Council will consider a request to appoint Alex McBurney as the Chair of the Planning Commission and Shaun Grimm as the Vice Chair of the Planning Commission for the 2026 calendar year. The Council will take appropriate action.

BACKGROUND:

On January 6, 2025, Larry White was appointed as Chair of the Planning Commission and Alex McBurney was appointed as Vice Chair for the 2025 calendar year. Both individuals were appointed to the Planning Commission on March 24, 2024.

Larry White's term on the Planning Commission concludes on December 31, 2025

DISCUSSION:

Staff recommends Alex McBurney as Chair and Shaun Grimm as Vice Chair of the Planning Commission for the 2026 calendar year.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff is recommending the appointment of Alex McBurney as the Chair of the Planning Commission and Shaun Grimm as the Vice Chair of the Planning Commission for the remainder of the 2026 calendar year.

Contact person for document distribution:

ITEM NUMBER: 4.c.

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

MEETING DATE: 12/15/2025

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

THROUGH: Tracy Stevens, Assistant City Manager, (623) 333-1015

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Connected & Engaged Community**

Avondale informs, prepares, and engages our community to ensure residents are connected to resources, the region, and each other.

PURPOSE:

City Council will consider a request to reappoint LaChrisha Dourisseau as the Chair of the Board of Adjustment and Kenneth Shoaff as the Vice Chair of the Board of Adjustment for the 2026 calendar year and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Bylaws of the Board of Adjustment require that the Council appoint the Chair and Vice Chair for these bodies. Each year, staff recommends members to serve in these positions for the upcoming year.

For the Board of Adjustment, the current Chair is Kenneth Shoaff and the current Vice Chair is LaChrisha Dourisseau. During the past year, the Board has not met due to lack of cases.

DISCUSSION:

Since the Board of Adjustment has not met in the past year, staff recommends the Chair and Vice Chair appointments remain the same for next year (LaChrisha Dourisseau as Chair and Kenneth Shoaff as Vice Chair). The members will serve in these positions for all of 2026.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council reappoint LaChrisha Dourisseau as the Chair of the Board of Adjustment and Kenneth Shoaff as the Vice Chair of the Board of Adjustment for the 2026 calendar year and authorize the City

Clerk to execute the necessary documents. The Council will take appropriate action.

Contact person for document distribution:

ITEM NUMBER: 4.d.

SUBJECT: Series 12 (Restaurant) Liquor License - Ed's Fish & Chips

MEETING DATE: 12/15/2025

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: **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.

PURPOSE:

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Mark Christopher Rincon, allowing for the sale of beer and wine at Ed's Fish & Chips located at 306 N Central Avenue in Avondale, and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Staff has received an application from Mark Christopher Rincon for a Series 12 (Restaurant) Liquor License, allowing for sale of beer and wine, ancillary to the sale of food, for consumption by guests on the premises at Ed's Fish & Chips located at 306 N Central Avenue.

As required by state law and city ordinance, the application was posted for the required period of time. No comments have been received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. The Police, Fire, Development Services, and Finance Departments have reviewed the application and are recommending approval. Their comments are attached.

DISCUSSION:

Ed's Fish and Chips is an established local restaurant that recently went through a change in ownership and is located in Old Town Avondale at 306 N Central Ave. The new owner of Ed's Fish and Chips is seeking

approval of a Series 12 (Restaurant) liquor license, which would allow the sale of beer and wine, ancillary to food service, for consumption on the premises by restaurant guests.

Series 12 (Restaurant) liquor licenses are exempt from state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas.

BUDGET IMPACT:

The liquor license application fee of \$250 has been paid in full.

RECOMMENDATION:

Staff is recommending City Council recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Mark Christopher Rincon for the sale of alcohol at Ed's Fish and Chips located at 306 N Central Avenue.

Contact person for document distribution: Emily Soria

State of Arizona
Department of Liquor Licenses and Control

Created 11/07/2025 @ 04:01:01 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	ED'S FISH & CHIPS		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	306 N CENTRAL AVENUE AVONDALE, AZ 85323 USA		
Mailing Address:	306 N CENTRAL AVENUE AVONDALE, AZ 85323 USA		
Phone:	(623)932-5043		
Alt. Phone:	(623)332-9473		
Email:	[REDACTED]@HOTMAIL.COM		

AGENT

Name:	MARK CHRISTOPHER RINCON
Gender:	Male
Correspondence Address:	306 N CENTRAL AVENUE AVONDALE, AZ 85323 USA
Phone:	(623)332-9473
Alt. Phone:	
Email:	[REDACTED]@HOTMAIL.COM

OWNER

Name:	MCR1971 LLC		
Contact Name:	MARK CHRISTOPHER RINCON		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23834711	State of Incorporation:	AZ
Incorporation Date:	06/02/2025		
Correspondence Address:	306 N CENTRAL AVENUE AVONDALE, AZ 85323 USA		
Phone:	(623)332-9473		
Alt. Phone:			
Email:	[REDACTED]@HOTMAIL.COM		

60th day
01-06-2026

Officers / Stockholders

Name:
MARK CHRISTOPHER RINCON

Title:
Member

% Interest:
100.00

MCR1971 LLC - Member

Name: MARK CHRISTOPHER RINCON
Gender: Male
Correspondence Address: 306 N CENTRAL AVENUE
AVONDALE, AZ 85323
USA
Phone: (623)332-9473
Alt. Phone:
Email: [REDACTED]@HOTMAIL.COM

APPLICATION INFORMATION

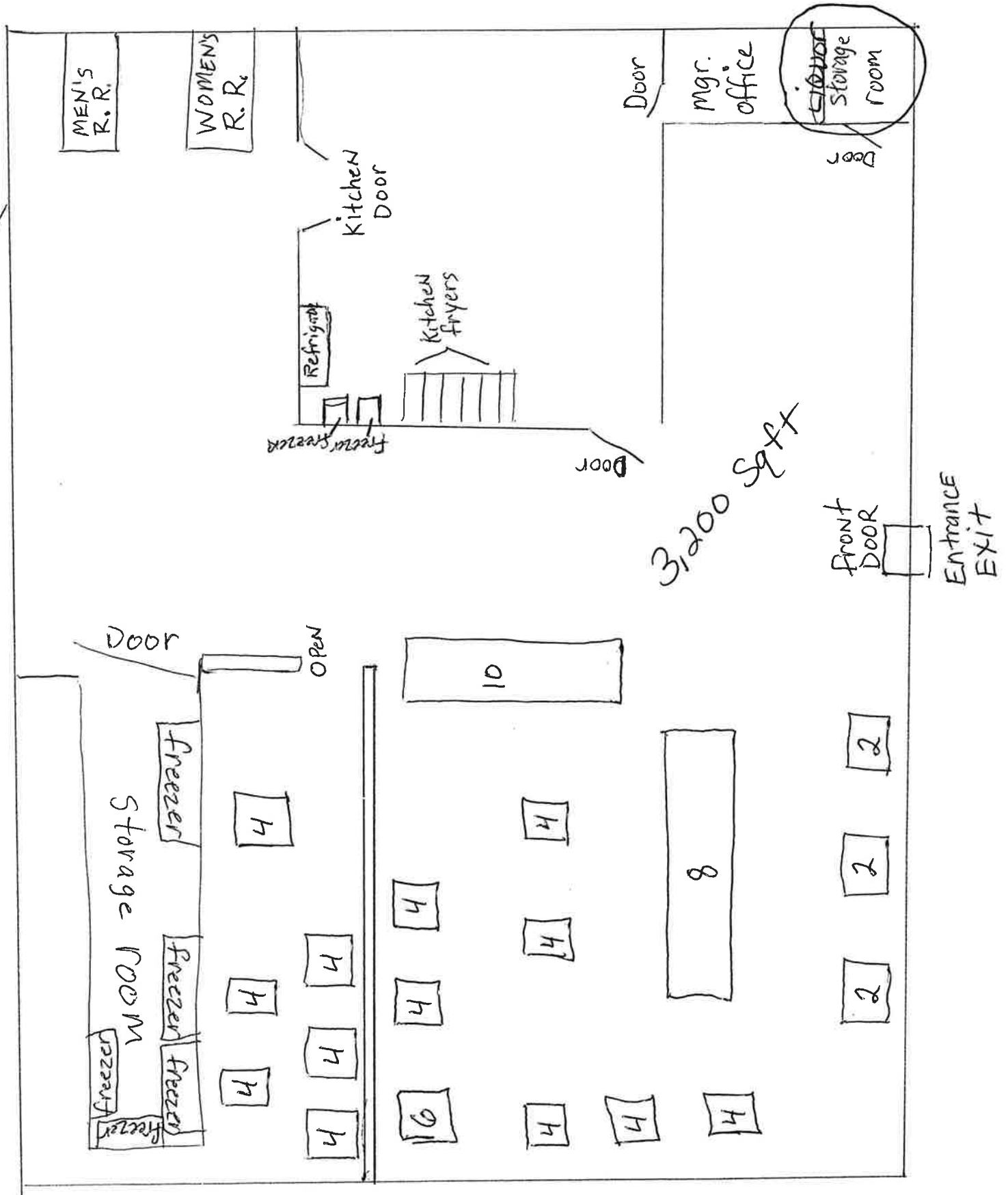
Application Number: 365936
Application Type: New Application
Created Date: 10/24/2025

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
\$124,630
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
ZERO
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
No
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 9) What type of business will this license be used for?
RESTAURANT

exit





Arizona Department of Liquor Licenses and Control
<https://www.azliquor.gov>
 (602) 542-5141

DLLC USE ONLY

Job #:	365936
Date Accepted:	11-07-2025
LC:	SG
License #:	

RESTAURANT OPERATION PLAN

RESTAURANT SERIES 12 AND
HOTEL/MOTEL SERIES 11 ONLY

Ed's Fish & Chips

1. Name of restaurant (Please print): _____

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	48" Flat Top Grill
Oven	No Oven
Freezer	Whirlpool Chest Freezers (7)
Refrigerator	Everest Air single door cooler glass door, True 2 door refrigerator
Sink	3 compartment sink
Dish Washing Facilities	None
Food Preparation Counter (Dimensions)	3 long stainless prep tables. (6 ft X 2ft)
Other	4 deep fryers

3. Attach a copy of your FULL menu with pricing INCLUDING NON-ALCOHOLIC BEVERAGES

4. What percentage of your public premises is used primarily for restaurant dining?

(Do not include kitchen, bar, hi-top tables, or game area.) 70 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☒ No

(If yes, what percentage of the public floor space does this area cover?) _____ %

6. List the seating capacity for:

a) Restaurant dining area of your premises:
(DO NOT INCLUDE PATIO SEATING)

[78]

b) Bar area

[+ _____]

TOTAL [= 78]

7. What type of dinnerware is primarily used in your restaurant? ☐ Reusable ☒ Disposable ☐ Both

8. Does your restaurant contain any **games, televisions, or any other entertainment**? ☐ Yes ☒ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

9. Do you have live entertainment or dancing? ☐ Yes ☒ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	3
Bartenders	0
Hostesses	0
Managers	1
Servers	0
Other (Cashier)	6
Other ()	
Other ()	

I, (Print Full Name) Mark Christopher Rincon, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

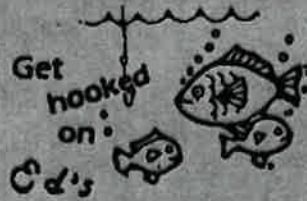
Applicant Signature: 

25 10 30 Lgr. Dept PM 4:45

Ed's

*Come Dine With us
At
306 N Central Ave
In Avondale*

Fish & Chips



*Call in
Your order
623-932-5043*

	1 pc	2 pc	3 pc	4 pc	5 pc
Fish & Chips ...	\$5.99	\$9.85	\$13.75	\$17.69	\$21.75
Chicken & Chips...1pc	\$6.99	2 pc \$11.79	3pc \$15.99		
Chicken Nuggets & Chips...5pc	\$5.99	8pc \$8.49	11pc \$10.99	16pc \$14.99	
Catfish & Chips...1pc	\$8.75	2pc \$13.99	3pc \$19.99		
	4pc	7pc	10pc	15pc	
Shrimp & Chips.....	\$6.99	\$10.99	\$14.99	\$21.89	
Crab & Chips.....	\$6.99	\$10.99	\$14.99	\$21.89	
Oysters & Chips.....	\$6.99	\$10.99	\$14.99	\$21.89	
Scallop & Chips.....	\$6.99	\$10.99	\$14.99	\$21.89	

Fish and Shrimp Combos

1 Piece Fish & 2 Pieces Shrimp, Fries and Medium Drink.....	\$9.99
2 Piece Fish & 4 Pieces Shrimp, Fries and Medium Drink.....	\$16.75
3 Piece Fish & 6 Pieces Shrimp, Fries and Medium Drink.....	\$22.99

Kids Meals

Super Burger or Hot dog, Fries and Small Drink.....	\$4.75
Cheese Burger, Corn dog or Burrito, Fries and Small Drink.....	\$5.30

Sandwich Combinations

Deluxe Burger, Fries and Medium Drink.....	\$9.99 with Cheese...	\$10.79
Deluxe Double Burger, Fries and Medium Drink.....	\$14.69 with Cheese...	\$15.89
Steak Sandwich, Fries and Medium Drink...	\$10.99 with Cheese...	\$11.79
Chicken Sandwich, Fries and Medium Drink...	\$10.99 with Cheese...	\$11.79
Small Fish Sandwich, Fries and Medium Drink...	\$8.89 with Cheese...	\$9.55
Large Fish Sandwich, Fries and Medium Drink...	\$12.75 with Cheese...	\$13.70

Special Burger for Frank Ortega, Country Singer

FO Burger	\$8.50	FO Burger, Fries and Medium Drink	\$12.50
Corn Dog	\$3.75	Vegetable Combo	\$6.79
Burrito	\$3.75	Cauliflower	\$4.99
2 Hot Dogs	\$5.75	Zucchini	\$4.99
2 Super Burgers	\$5.75 \$6.80	Mushrooms	\$4.99
Big Burger	\$5.75 \$6.20	French Fries	\$3.00 \$3.50
Deluxe Burger	\$5.99 \$6.79	Onion Rings	\$3.00 \$3.50
Double Burger	\$9.99 \$11.39	Dozen Wings	\$18.99
Deluxe Double Burger	\$10.49 \$11.89		
Steak Sandwich	\$6.99 \$7.79		
Chicken Sandwich	\$6.99 \$7.79		
Small Fish Sandwich	\$4.95 \$5.55		
Large Fish Sandwich	\$8.75 \$9.80		

Beverages

Coke, Diet Coke, Sprite, Dr. Pepper	
Orange, Pink Lemonade and Iced Tea	
\$1.75 \$2.30 \$3.25	
Coffee	\$1.00 \$1.50

Jalapenos	\$5.50	2 Pc of Bacon	\$1.75
Extra Sauce...2oz	\$0.35	4oz	\$0.60
		8oz	\$1.00

Mon - Thurs & Sat 10 am to 9:30 pm Friday 10 am to 10:30 pm Sunday

Thank you for the opportunity to serve you!



Arizona Department of Liquor Licenses and Control
<https://www.azliquor.gov>
 (602) 542-5141

**RECORDS REQUIRED FOR AUDIT
 RESTAURANT/HOTEL/MOTEL**

DLLC USE ONLY

Job #:	365936
Date Accepted:	11-01-2025
LC:	SG
License #:	

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine Compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

Ed's Fish & Chips

1. Name of restaurant (Please print): _____

2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of **all** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

11. General Ledger

A. Sales Journals/Monthly Sales Schedules

- 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
- 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
- 3) Dated Guest Checks
- 4) Coupons/Specials/Discounts
- 5) Any other evidence to support income from food and liquor sales

B. Cash Receipts/Disbursement Journals

- 1) Daily Bank Deposit Slips
- 2) Bank Statements and canceled checks

12. Tax Records

- A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
- B. Income Tax Return - city, state and federal (copies)
- C. Any supporting books, records, schedules or documents used in preparation of tax returns

13. Payroll Records

- A. Copies of all reports required by the State and Federal Government
- B. Employee Log (A.R.S. §4-119)
- C. Employee time cards (actual document used to sign in and out each workday)
- D. Payroll records for all employees showing hours worked each week and hourly wages

14. Off-site Catering Records (must be complete and separate from restaurant records)

- A. All documents that support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

**REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH
A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).**

A.R.S. §4-210(A) 7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(M)

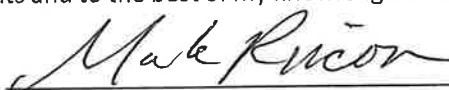
For the purpose of this section:

Restaurant: an establishment that derives **at least forty percent (40%)** of its gross revenue from the sale of food

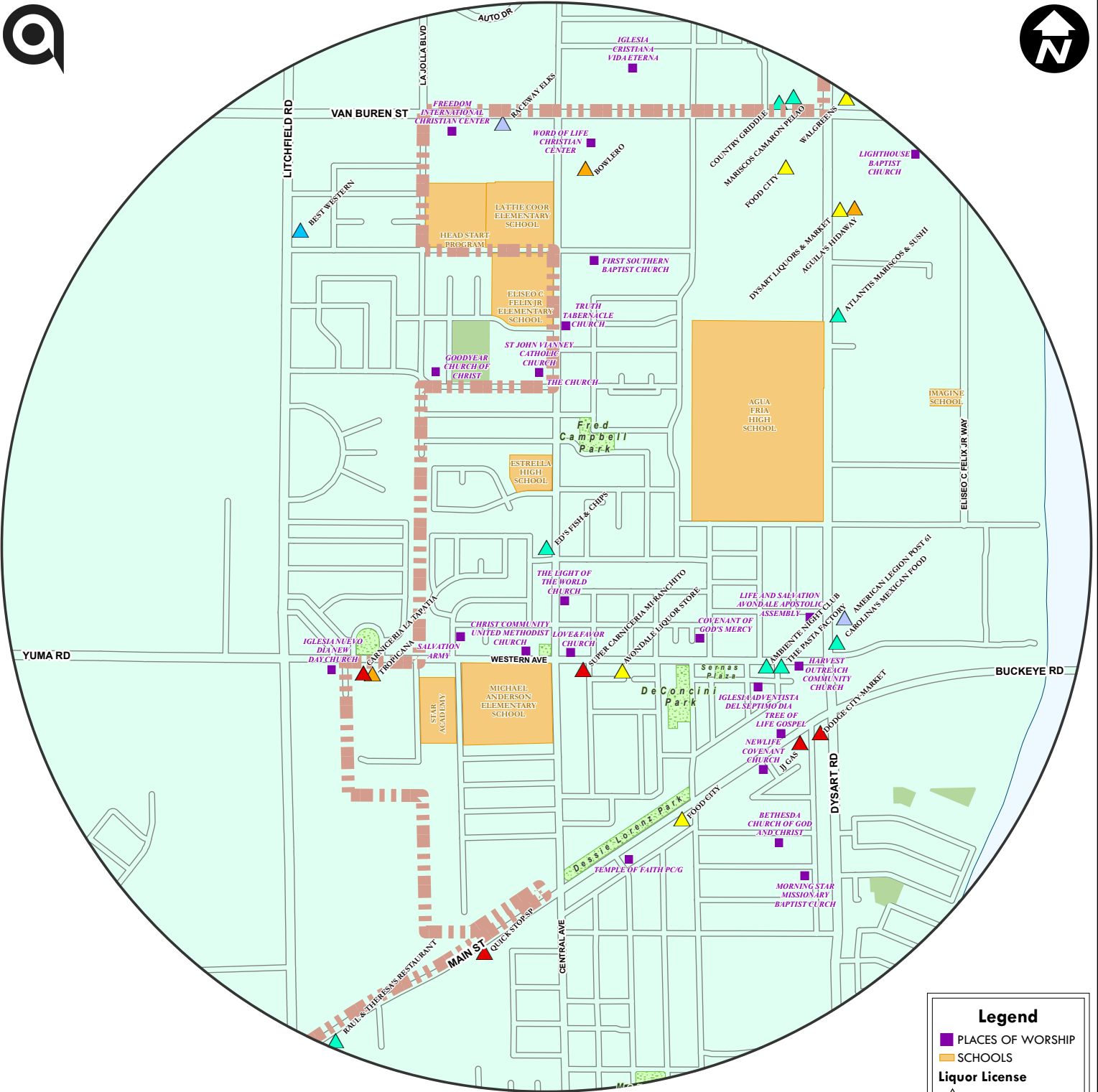
Gross revenue: the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

Declaration:

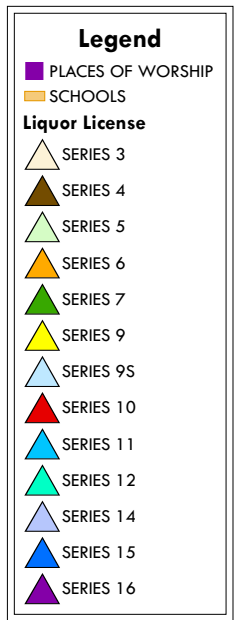
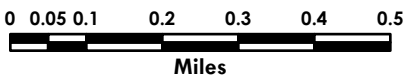
I, (Print Name) Mark Christopher Rincon, declare under penalty of perjury that I am authorized to submit this application. I have read the contents and to the best of my knowledge believe all statements made on this application to be true, correct, and complete.

Signature: 

*** MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE***



ED'S FISH & CHIPS
306 N Central Avenue
1 Mile Buffer



LICENSE REVIEW FORM

Type of License	Series 12 Restaurant
Applicant's Name	Mark Christopher Rincon
Business Name	Ed's Fish & Chips
Business Address	306 N Central Avenue
Department Comments	
The property at 306 N Central Avenue is a commercial use that has historically operated in an area with two zoning classifications. The restaurant use and associated site conditions will not be permitted to expand or otherwise be modified in accordance with Section 28-1(f) of the Zoning Ordinance. The issuance of a liquor license does not allow for the expansion of the building or use beyond the existing structure. A series 12 liquor license is in alignment with the current use as a restaurant.	
☐ Police Department	☐ Fire Department
☒ Development Services	☐ Finance Department
☒ Approved	☐ Denied
<u><i>Joshua Orton</i></u> Joshua Orton (Nov 24, 2025 15:45:25 MST)	Lead Senior Planner
E-Signature	Title
Joshua Orton	Nov 24, 2025
Name	Date

This license is scheduled for the City Council Meeting on: 12/15/2025

Please complete form by: 12/1/2025

LICENSE REVIEW FORM

Type of License	Series 12 Restaurant
Applicant's Name	Mark Christopher Rincon
Business Name	Ed's Fish & Chips
Business Address	306 N Central Avenue
Department Comments	
BL-300327 shows active and current. Taxpayer is also licensed and current with AZDOR.	
☐ Police Department☐ Fire Department ☐ Development Services☒ Finance Department	
☒ Approved☐ Denied	
<u>Vasile Samartinean</u> Vasile Samartinean (Nov 25, 2025 11:38:37 MST) E-Signature Vasile Samartinean Name	Vasile Samartinean Title Nov 25, 2025 Date

This license is scheduled for the City Council Meeting on: **12/15/2025**

Please complete form by: **12/1/2025**

LICENSE REVIEW FORM

Type of License	Series 12 Restaurant
Applicant's Name	Mark Christopher Rincon
Business Name	Ed's Fish & Chips
Business Address	306 N Central Avenue
Department Comments	
approved	
☐ Police Department	☒ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
 L.Scott Miller (Nov 26, 2025 11:17:05 MST) _____ E-Signature	Fire Marshal _____ Title
L.Scott Miller _____ Name	Nov 26, 2025 _____ Date

This license is scheduled for the City Council Meeting on: **12/15/2025**

Please complete form by: **12/1/2025**

LICENSE REVIEW FORM

Type of License	Series 12 Restaurant
Applicant's Name	Mark Christopher Rincon
Business Name	Ed's Fish & Chips
Business Address	306 N Central Avenue
Department Comments	
No concerns	
☒ Police Department	☐ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
<u>Varney Lopez</u> Varney Lopez (Dec 1, 2025 13:10:15 MST)	Lieutenant
E-Signature	Title
Varney Lopez	Dec 1, 2025
Name	Date

This license is scheduled for the City Council Meeting on: **12/15/2025**

Please complete form by: **12/1/2025**

ITEM NUMBER: 4.e.

SUBJECT: Series 10 (Beer and Wine Store) Liquor License - Super Carniceria Mi Ranchito

MEETING DATE: 12/15/2025

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: **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.

PURPOSE:

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Alma Leticia Gamez Monge for the sale of alcohol at Super Carniceria Mi Ranchito located at 19 E Western Avenue in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Super Carniceria Mi Ranchito is an establishment located at 19 E Western Avenue in Avondale and does not currently have a liquor license at the location. Issuance of a Series 10 (Beer and Wine Store) liquor license is required to allow alcohol sales on the premises.

DISCUSSION:

As required by state law and city ordinance, the application was posted for the required period of time. The Police, Fire & Medical, Development Services, and Finance & Budget Departments have reviewed the application and their comments are attached.

BUDGET IMPACT:

The liquor license application fee of \$250 has been paid in full.

RECOMMENDATION:

Staff is recommending City Council recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Alma Leticia Gamez Monge for the sale of alcohol at Super Carniceria Mi Ranchito located at 19 E Western Avenue in Avondale.

Contact person for document distribution: Emily Soria

State of Arizona
Department of Liquor Licenses and Control

Created 11/19/2025 @ 04:45:45 PM

Local Governing Body Report

LICENSE

Number:	Type:	010 BEER AND WINE STORE
Name:	SUPER CARNICERIA MI RANCHITO	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	19 E WESTERN AVENUE AVONDALE, AZ 85323 USA	
Mailing Address:	19 E WESTERN AVENUE AVONDALE, AZ 85323 USA	
Phone:	(623)925-5676	
Alt. Phone:	(623) [REDACTED]	
Email:	[REDACTED]@AOL.COM	

AGENT

Name:	ALMA LETICIA GAMEZ MONGE
Gender:	Female
Correspondence Address:	19 E WESTERN AVENUE AVONDALE, AZ 85323 USA
Phone:	(623) [REDACTED]
Alt. Phone:	[REDACTED]
Email:	[REDACTED]@AOL.COM

OWNER

Name:	ERIKA ENTERPRISE INC	
Contact Name:	ALMA LETICIA GAMEZ MONGE	
Type:	CORPORATION	
AZ CC File Number:	08151870	State of Incorporation: AZ
Incorporation Date:	08/05/1997	
Correspondence Address:	19 E WESTERN AVENUE AVONDALE, AZ 85323 USA	
Phone:	(623) [REDACTED]	
Alt. Phone:	[REDACTED]	
Email:	[REDACTED]@AOL.COM	

*60th day
01-14-2026*

Name:
ALMA LETICIA GAMEZ MONGE
LUIS CARLOS GAMEZ MONJE

Title:
Secretary
President

% Interest:
60.00
40.00

ERIKA ENTERPRISE INC - Secretary

Name: ALMA LETICIA GAMEZ MONGE
Gender: Female
Correspondence Address: 19 E WESTERN AVENUE
AVONDALE, AZ 85323
USA
Phone: (623) [REDACTED]
Alt. Phone:
Email: [REDACTED]@AOL.COM

ERIKA ENTERPRISE INC - President

Name: LUIS CARLOS GAMEZ MONJE
Gender: Male
Correspondence Address: 19 E WESTERN AVENUE
AVONDALE, AZ 85323
USA
Phone: (623) [REDACTED]
Alt. Phone:
Email: [REDACTED]@AOL.COM

MANAGERS

Name: AURELIANO SOTO
Gender: Male
Correspondence Address: 19 E WESTERN AVENUE
AVONDALE, AZ 85323
USA
Phone: (623) [REDACTED]
Alt. Phone:
Email: [REDACTED]@GMAIL.COM

APPLICATION INFORMATION

Application Number: 366310
Application Type: New Application
Created Date: 10/28/2025

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
1848 MICHAEL ANDERSON ELEMENTARY SCHOOL 45 S 3RD AVE AVONDALE, AZ
85323 1,848 FT
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
ZERO
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

Beer and Wine Application for Erika Enterprise Inc Db	
Super Carniceria Mi Ranchito	
School-Recreational Area-Church	Miles
Dennis Deconcini Park	
351 E Western Ave Avondale, AZ 85323	0.2 mi
Christ Community United Methodist Church	
104 W Western Ave Avondale, AZ 85323	0.2 mi
Christ Gospel Church	
16 N 5th St Avondale, AZ 85323	0.3 mi
Michael Anderson Elementary	
45 S 3rd Ave Avondale, AZ 85323	0.35 mi
Boys and Girls Club	
301 E Western Ave Avondale, AZ 85323	0.4 mi
Estrella High School	
510 N Central Ave Avondale, AZ 85323	0.5 mi
Eliseo C Felix Middle School	
540 E La Pasada Blvd Goodyear, AZ 85338	0.7 mi
St John Vianney Catholic School	
539 E La Pasada Blvd Goodyear, AZ 85338	0.8 mi
Agua Fria Union High School District 216	
530 E Riley Dr Avondale, AZ 85323	0.8 mi
Lattie Coor Elementary School	
220 W E La Canada Blvd, Avondale, AZ 85323	1.2 mi
Imagine Elementary School	
950 N Eliseo C Felix Jr Way Avondale, AZ 85323	1.4 mi
Estrella Vista Elementary School	
11905 W Cocopah Cir Avondale, AZ 85323	2.4 mi
Littleton Elementary School District No 65	
1252 S Avondale Blvd Avondale, AZ 85323	2.8 mi
Legacy Traditional School	
12320 W Van Buren St Avondale, AZ 85323	2.9 mi
Montessori School	
1832 N Litchfield Rd Goodyear, AZ 85395	2.9 mi
Avondale Elementary School	
2131 S 157th Ave Goodyear, AZ 85338	3.5 mi
Collier Elementary School	
350 S 118th Ave Avondale, AZ 85323	3.6 mi
Sanctuary Community Church	
10739 W Mountain View Dr Avondale, AZ 85323	4.0 mi
Christ's Church of the Valley - Avondale	
1565 North 113th Avenue Avondale, AZ 85392	5.0 mi
Avondale Church of God	
2605 N Avondale Blvd Avondale, AZ 85392	5.4 mi

7935 square foot lot

Bldg square feet 7367.25

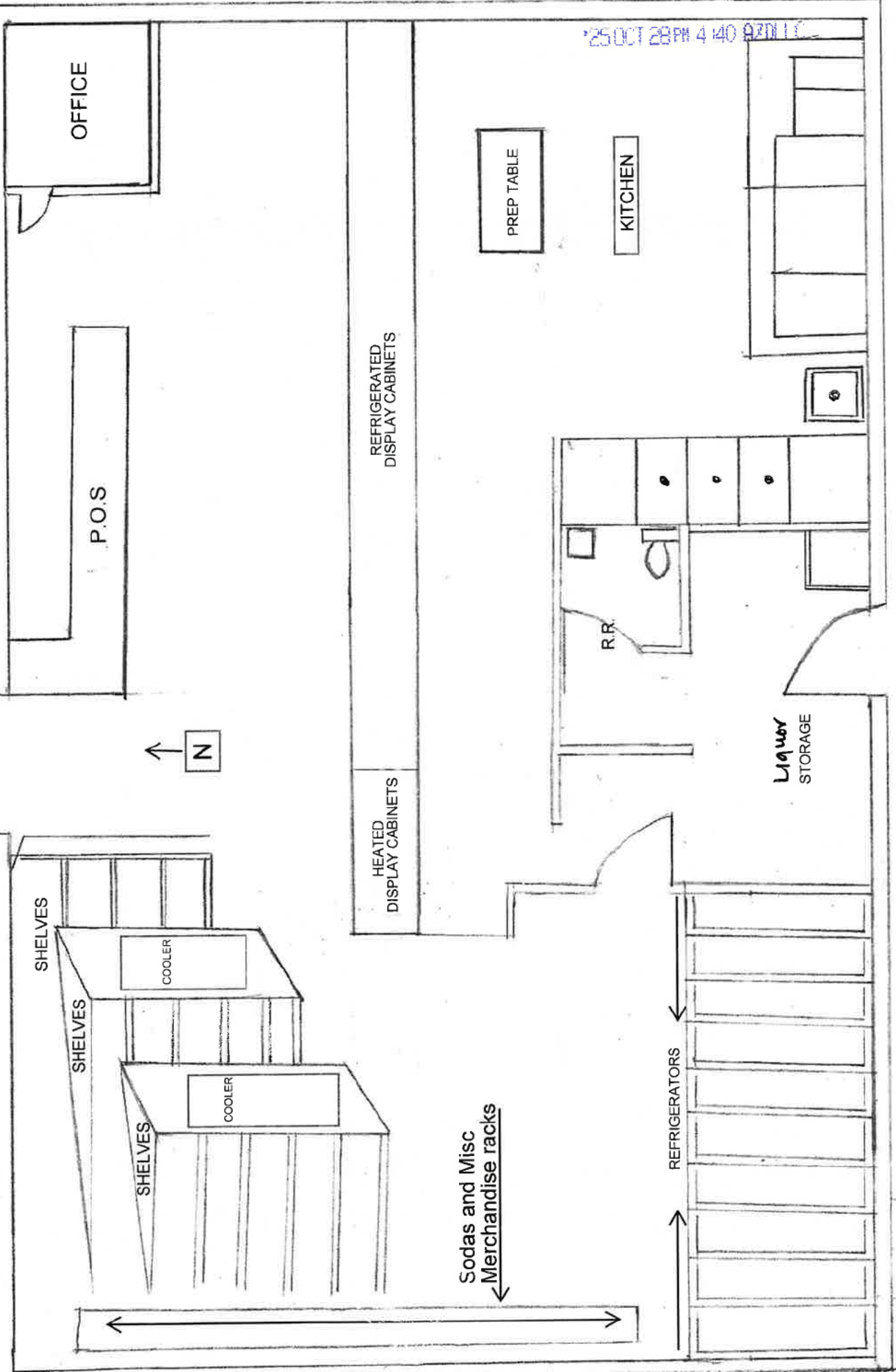
The diagram below is a true and correct description of the entrances, exits, interior walls and exterior boundaries of the premises to be licensed, including square ft dimensions.

← Parking lot →

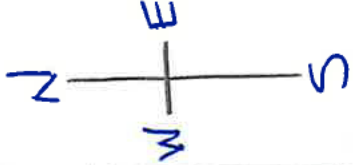
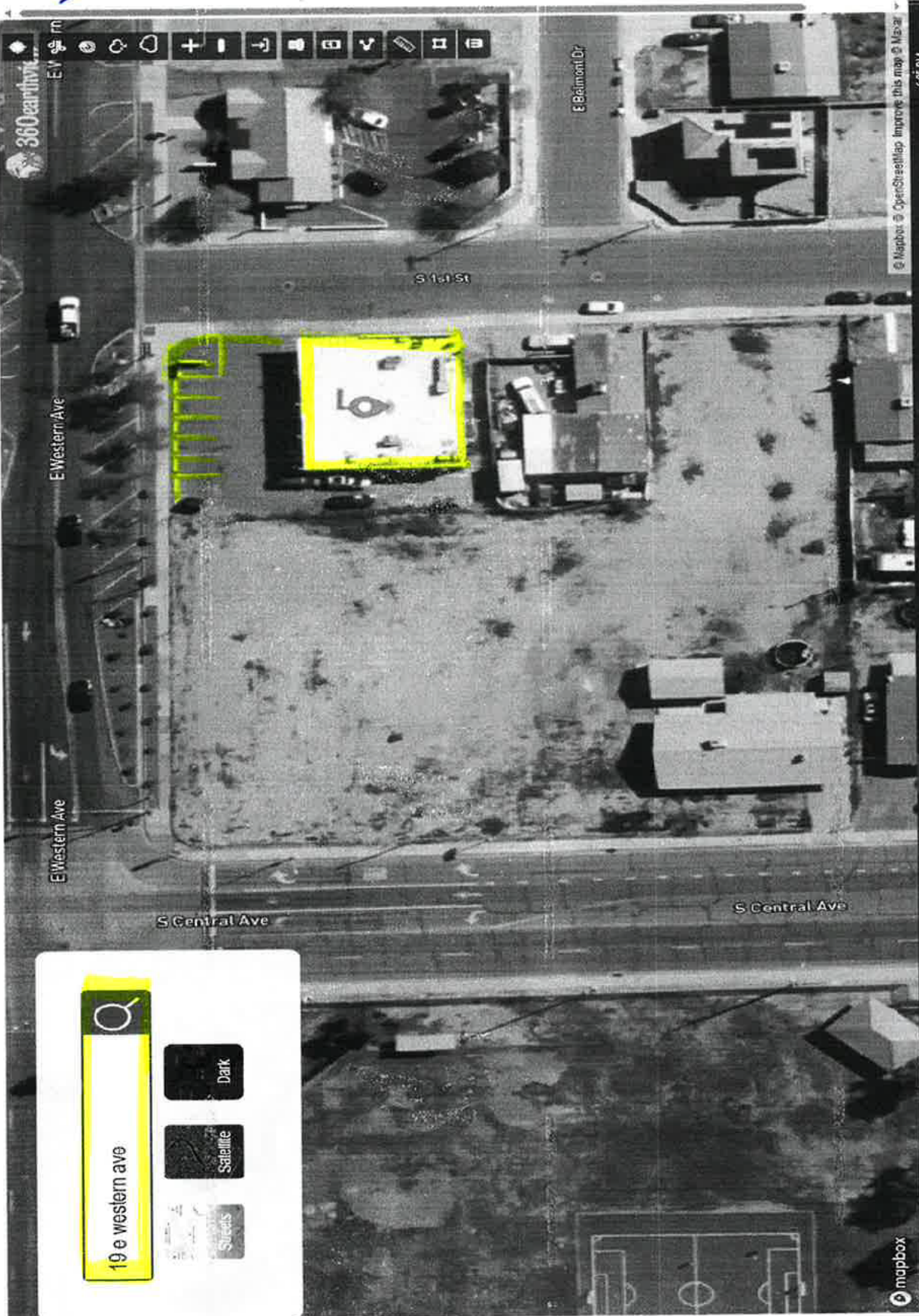
Super Carniceria Mi Ranchito
19 E Western Ave Avondale, AZ 85323

Exit →

← Entrance

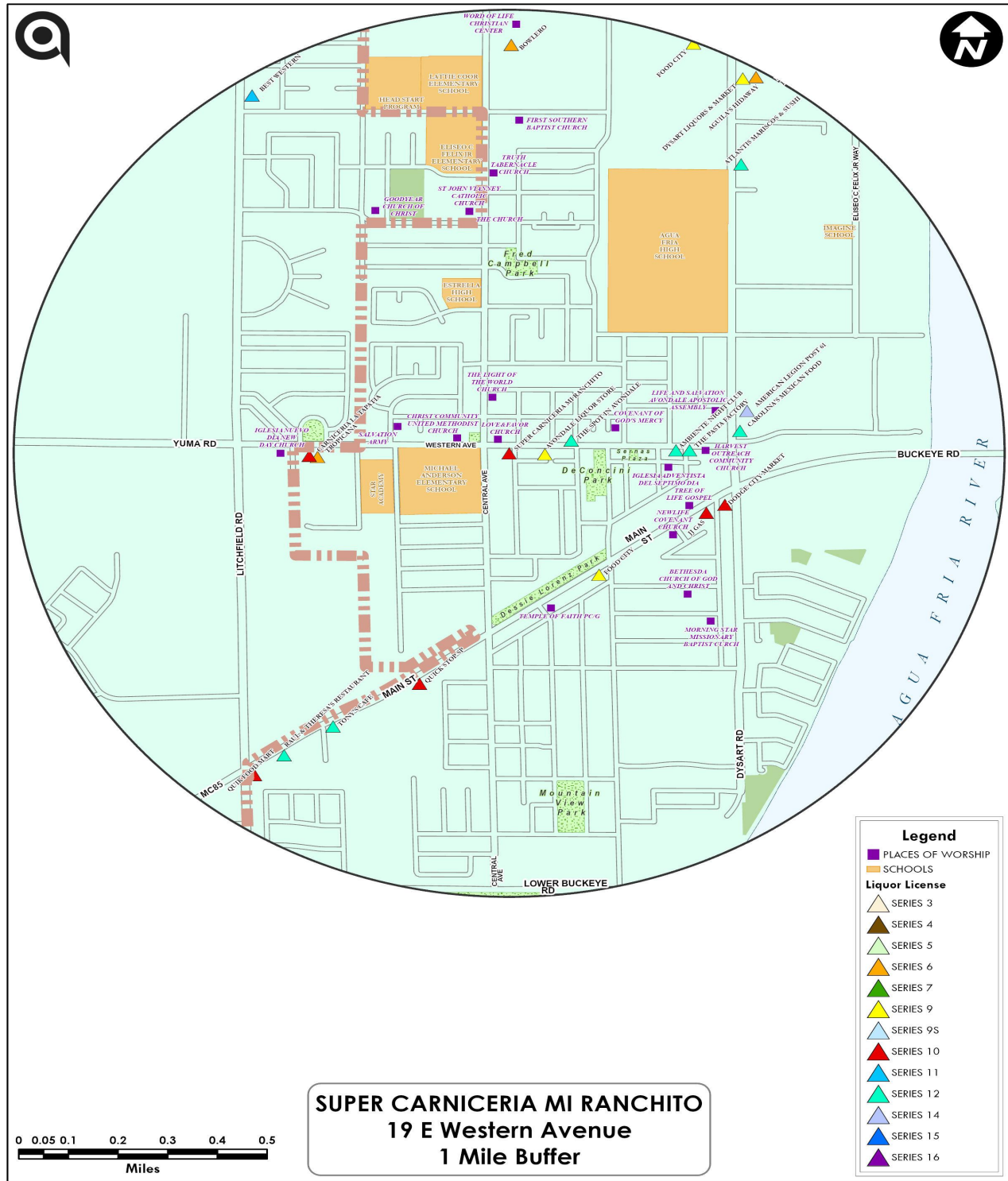


19 e western ave



25 OCT 28 PM 4 140 AZD LLC

GIS MAP



LICENSE REVIEW FORM

Type of License	10 Beer and Wine Store
Applicant's Name	Alma Leticia Gamez Monge
Business Name	Super Carniceria Mi Ranchito
Business Address	19 E Western Avenue Avondale, AZ 85323
Department Comments	
Property is approved for the sale of beer and wine package sales only. Liquor sales are not permitted without the approval of a conditional use permit.	
☐ Police Department ☒ Development Services ☐ Fire Department ☐ Finance Department	
☒ Approved ☐ Denied	
<u>Joshua Orton</u> Joshua Orton (Nov 24, 2025 15:27:03 MST) E-Signature Joshua Orton Name	Lead Senior Planner Title Nov 24, 2025 Date

This license is scheduled for the City Council Meeting on: 12/15/2025

Please complete form by: 12/01/2025

LICENSE REVIEW FORM

Type of License	10 Beer and Wine Store
Applicant's Name	Alma Leticia Gamez Monge
Business Name	Super Carniceria Mi Ranchito
Business Address	19 E Western Avenue Avondale, AZ 85323
Department Comments	
BL-020485 is currently active and up to date. The taxpayer is also active and current with AZDOR.	
☐ Police Department	☐ Fire Department
☐ Development Services	☒ Finance Department
☒ Approved	☐ Denied
<u>Vasile Samartinean</u> Vasile Samartinean (Nov 25, 2025 12:04:42 MST)	Vasile Samartinean
E-Signature	Title
Vasile Samartinean	Nov 25, 2025
Name	Date

This license is scheduled for the City Council Meeting on: **12/15/2025**

Please complete form by: **12/01/2025**

LICENSE REVIEW FORM

Type of License	10 Beer and Wine Store
Applicant's Name	Alma Leticia Gamez Monge
Business Name	Super Carniceria Mi Ranchito
Business Address	19 E Western Avenue Avondale, AZ 85323
Department Comments	
Approved	
☐ Police Department ☒ Fire Department ☐ Development Services ☐ Finance Department	
☒ Approved ☐ Denied	
 L.Scott Miller (Nov 26, 2025 07:45:41 MST) E-Signature L.Scott Miller Name	Fire Marshal Title Nov 26, 2025 Date

This license is scheduled for the City Council Meeting on: **12/15/2025**

Please complete form by: **12/01/2025**

LICENSE REVIEW FORM

Type of License	10 Beer and Wine Store
Applicant's Name	Alma Leticia Gamez Monge
Business Name	Super Carniceria Mi Ranchito
Business Address	19 E Western Avenue Avondale, AZ 85323
Department Comments	
No concern	
☒ Police Department	☐ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
<u>Varney Lopez</u> Varney Lopez (Dec 1, 2025 13:19:10 MST)	Lieutenant
E-Signature	Title
Varney Lopez	Dec 1, 2025
Name	Date

This license is scheduled for the City Council Meeting on: 12/15/2025

Please complete form by: 12/01/2025

ITEM NUMBER: 4.f.

SUBJECT: Project Budget Transfer

MEETING DATE: 12/15/2025

TO: Mayor and Council

FROM: Renee Weatherless, Director of Finance and Budget

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:

City Council will consider a request to: a) approve a budget transfer in the amount of \$100,000 from the Fire Station 171 Replacement project (S0104); b) approve a budget transfer in the amount of \$500,000 from general fund contingency to the Fire Apparatus Replacement FY2026 project (A0454); c) increase the project's award authority by \$50,000 for a new amount of \$1,550,000; and d) 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 capital project budget transfers greater than \$50,000 require council approval.

DISCUSSION:

Staff is requesting an additional \$600,000 for the Fire Apparatus Replacement FY2026 project (A0454). The original budget for this project was \$900,000 to replace a ladder tender. During the procurement process, the quote for a replacement ladder tender came in significantly higher than anticipated. Staff is requesting a transfer of \$100,000 in realized savings from the Fire Station 171 Replacement project (S0104), and an additional transfer of \$500,000 from general fund contingency. The Fire & Medical Department moved \$500,000 in asset replacement items outside the 5-year Capital Improvement Plan (CIP) to offset the additional costs and expedite the funding to the current fiscal year.

BUDGET IMPACT:

The transfer will reduce the Fire Station 171 Replacement project (S0104) budget by \$100,000, reduce the

general fund contingency by \$500,000, and increase the total project budget for the Fire Apparatus Replacement FY2026 project (A0454) by \$600,000. There is capacity within the general fund contingency to cover this transfer.

RECOMMENDATION:

Staff recommends that City Council approve the transfers of \$100,000 from the Fire Station 171 Replacement project (S0104) and \$500,000 from general fund contingency to the Fire Apparatus Replacement FY2026 project (A0454), and increase the project's award authority to \$1,550,000.

Contact person for document distribution:

ITEM NUMBER: 4.g.

SUBJECT: License Agreement for a Private Electrical Transmission Line in Public Right-of-Way with Sierra Luna Energy Storage, LLC

MEETING DATE: 12/15/2025

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: **Resilient Infrastructure & Transportation**

Avondale invests in safe and sustainable infrastructure, including water, roads, and utilities, and actively participates in regional planning and development.

PURPOSE:

City Council will consider a request to approve a License Agreement for a Private Electrical Transmission Line in Public Right-of-Way 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 (Sierra) has submitted plans with Maricopa County to construct a 250 MW/1,000MWh standalone battery energy storage system (BESS) project with a proposed Point of Delivery (POD) at the existing 230-kV Rudd Substation located south of Lower Buckeye Road and west of Avondale Boulevard. The proposed project will be located within unincorporated Maricopa County on 18.5 acres of property identified by Assessor's Parcel Numbers 101-23-012C, 101-23-012D, 101-23-012E and 101-23-012F. Sierra will construct an aerial transmission line from their facility that will cross Avondale Boulevard and tie into Rudd Station. The line will pull power from Rudd Station to provide power for the BESS.

DISCUSSION:

To install aerial infrastructure within the public right-of-way, the City will grant Sierra a License Agreement for Private Electrical Transmission Line (Agreement) within Avondale Boulevard right-of-way. The Agreement will:

- Allow Sierra to occupy and access a portion of Avondale Boulevard airspace to construct, operate, maintain, inspect, repair, replace, relocate, and remove one or more overhead electric transmission lines, together with wires, cables, insulators, and other fixtures and appurtenances (collectively the "Facilities").

- Require Sierra to provide as-built drawings of the Facilities upon completion of construction of the Facilities.
- The initial term of the Agreement is thirty (30) years with an automatic extension of twenty (20) years after the expiration of the initial term.

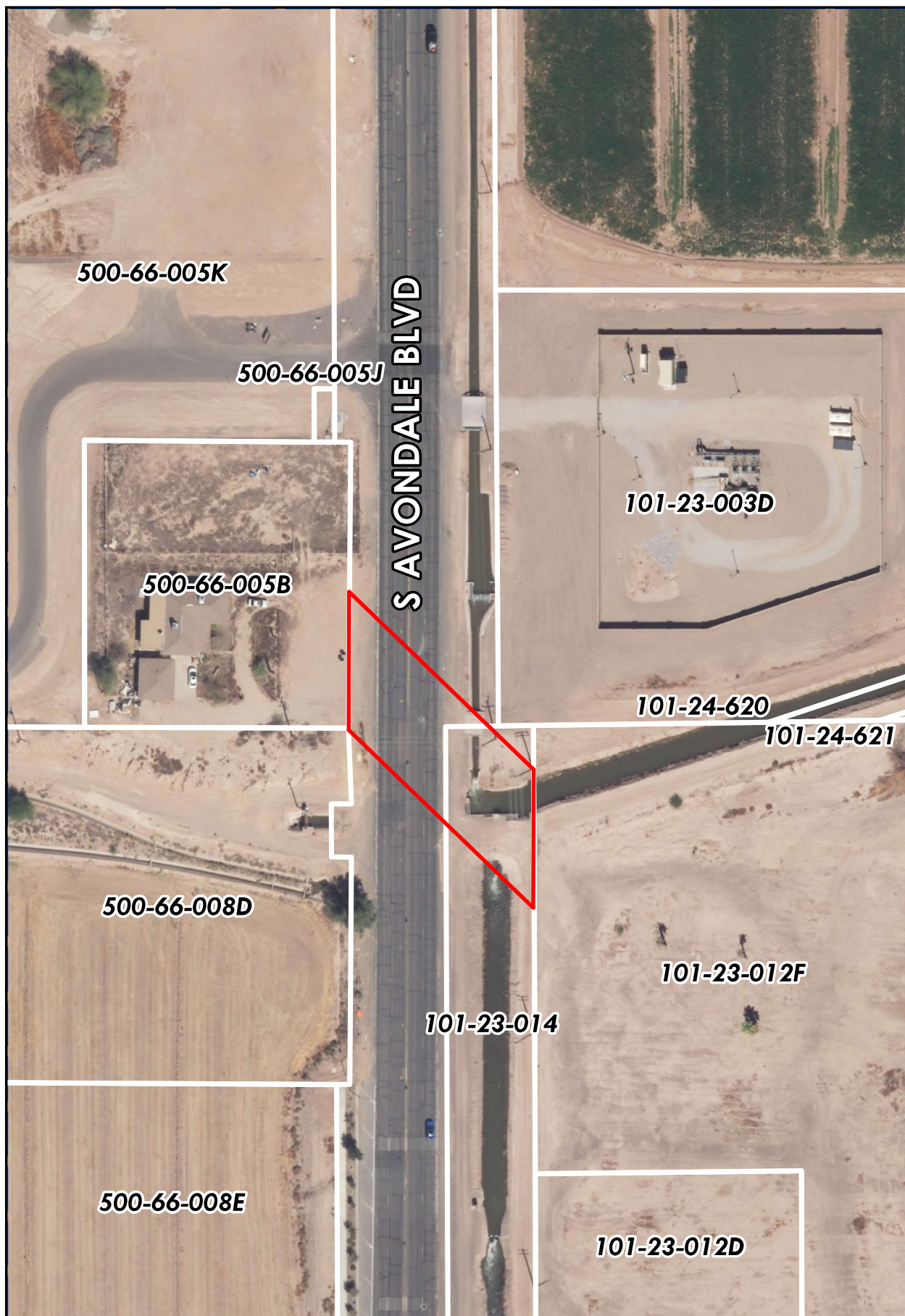
BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council approve a License Agreement for a Private Electrical Transmission Line in Public Right-of-Way with Sierra Luna Energy Storage, LLC, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore, Jonathan Almanza



Sierra Luna Electrical Transmission Line



— Licensed Area

Not to Scale



November 6, 2025

LEGAL DESCRIPTION FOR
SIERRA LUNA
LICENSED AREA

That part of the Southwest Quarter of Section 19, Township 1 North, Range 1 East and the Southeast 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:

Commencing at the Brass Cap in handhole, stamped "1976," marking the West Quarter Corner of said Section 19, from which the Brass Cap in handhole, stamped "1976," marking the Southwest Corner of said Section 19 bears South 00°10'01", a distance of 2643.07 feet;

Thence South 00°10'01" West, along the West line of said Southwest Quarter, a distance of 1215.23 feet;

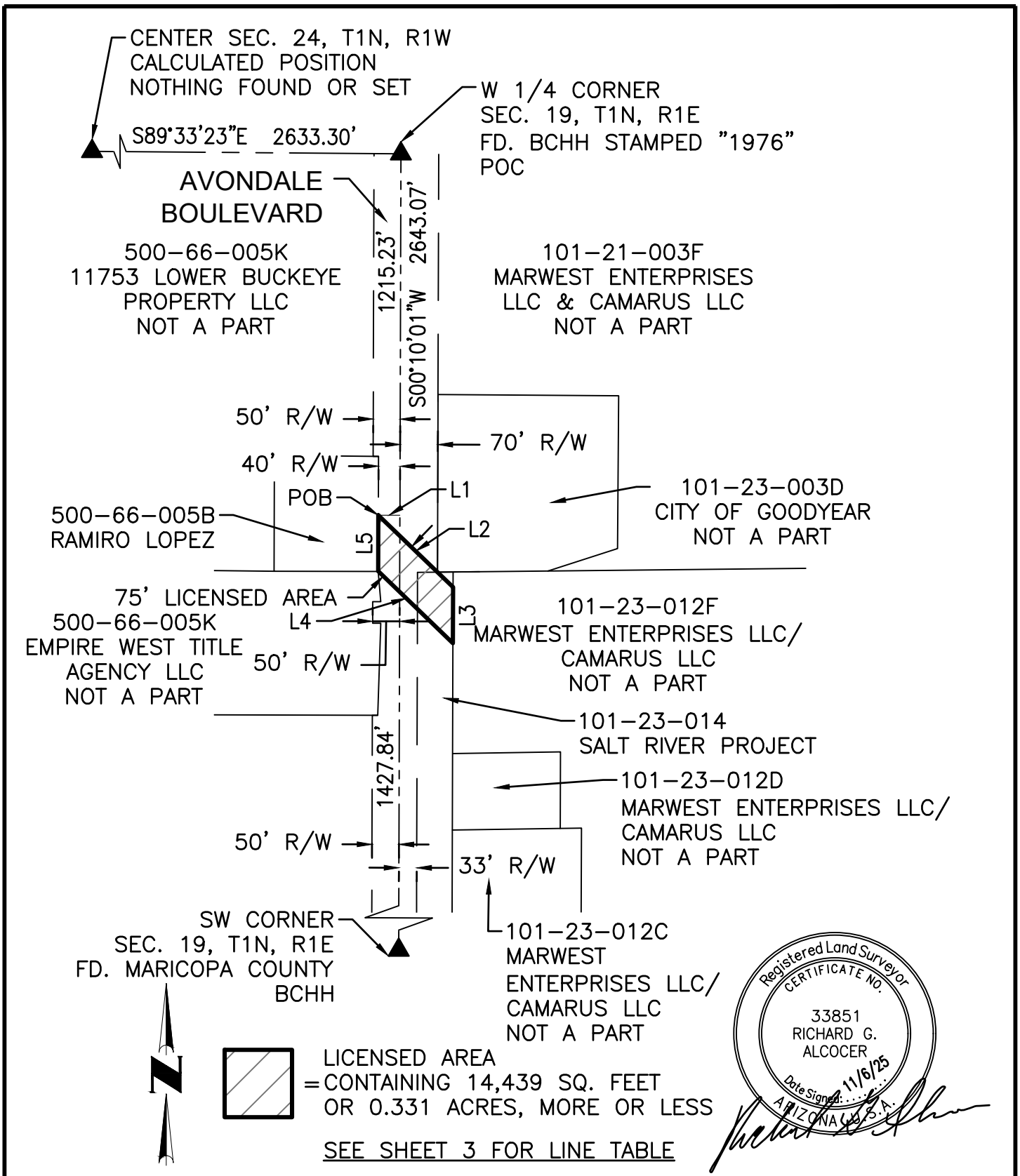
Thence North 89°49'59" West, departing said West line, a distance of 40.00 feet to the Point of Beginning;

Thence South 46°03'12" East, a distance of 192.52 feet;
Thence South 00°09'43" West, a distance of 103.89 feet;
Thence North 46°03'12" West, a distance of 192.53 feet;

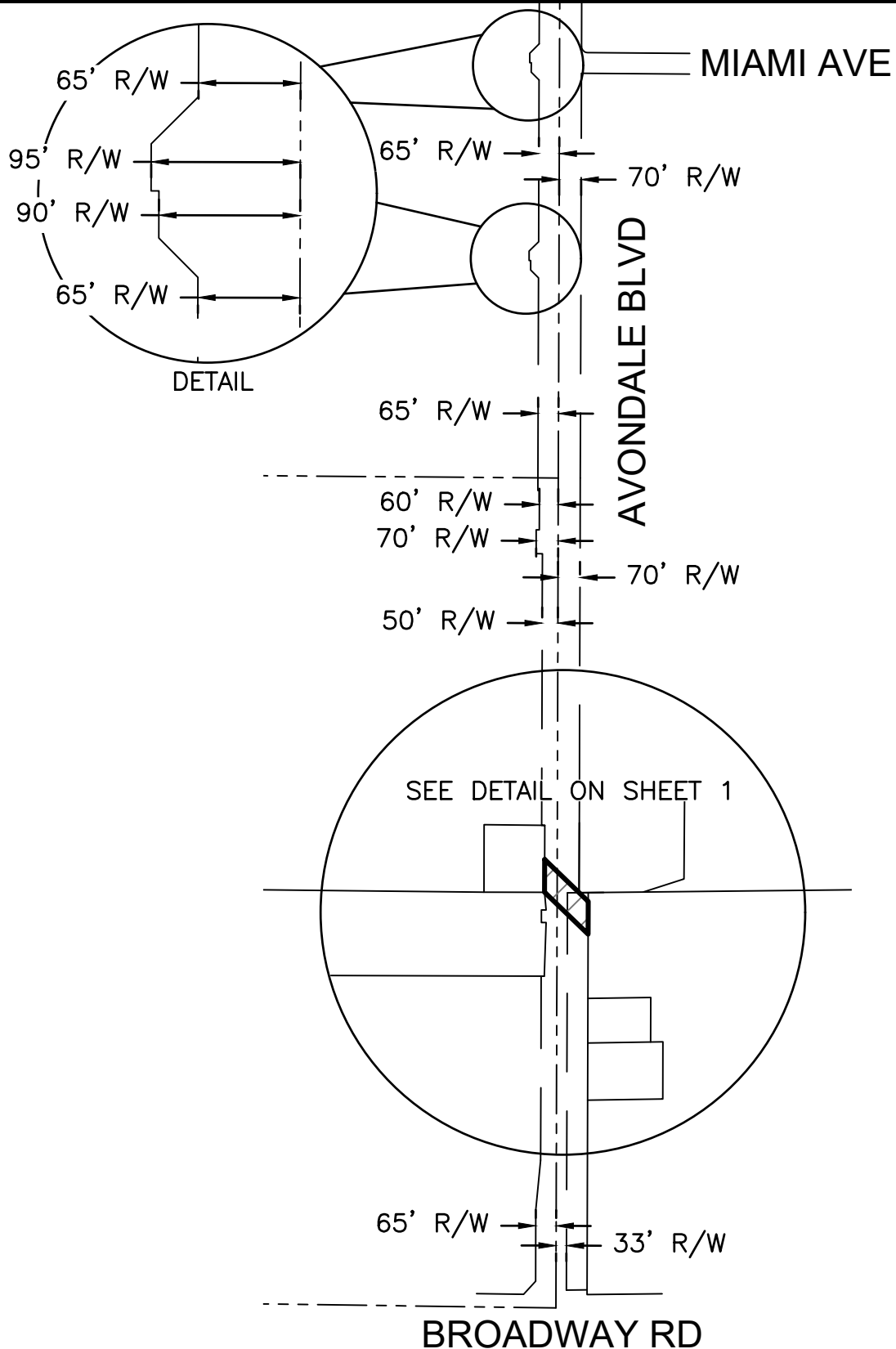
Thence North 00°10'01" East, a distance of 103.88 feet to the Point of Beginning.

Containing 14,439 Square Feet or 0.374 Acres, more or less.





SCALE 1" = 250'	SIERRA LUNA		
EXHIBIT			
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	LICENSED AREA		1 OF 3



SCALE 1" = 500'

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
<http://www.cvlci.com>

SIERRA LUNA

LICENSED AREA



2 OF 3

LINE TABLE		
NO.	LENGTH	BEARING
L1	40.00'	N89°49'59"W
L2	192.52'	S46°03'12"E
L3	103.89'	S00°09'43"W
L4	192.53'	N46°03'12"W
L5	103.88'	N00°10'01"E



		
EXHIBIT	SIERRA LUNA	
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	LICENSED AREA	3 OF 3

WHEN RECORDED RETURN TO:

Benjamin Graff, Esq.
Quarles & Brady LLP
One Renaissance Square
Two North Central Avenue, Suite 600
Phoenix, Arizona 85004

**LICENSE AGREEMENT
FOR PRIVATE ELECTRICAL TRANSMISSION LINE
IN PUBLIC RIGHT-OF-WAY**

THIS LICENSE AGREEMENT ("Agreement") dated as of _____, 2025 (the "Effective Date"), is made by and among the CITY OF AVONDALE, ARIZONA, an Arizona municipal corporation ("Licensor"), and SIERRA LUNA ENERGY STORAGE LLC, a Delaware limited liability company (together with its successors and/or assigns, "Licensee").

RECITALS

A. Licensor owns certain fee property located in Maricopa County, Arizona, which comprises a portion of the public right-of-way for Avondale Boulevard as shown on the "Map Abstract of All Roads Opened by the Board of Supervisors of Maricopa County, State of Arizona", recorded in Book 1, Page 14, dated July 30, 1921, Maricopa County Recorder, and Annexed to the City of Avondale, in Ordinance Number 1652-518, recorded in Document Number 2018-0469324, Maricopa County Recorder and in Ordinance Number 1708-1019, recorded in Document Number 2020-0129773, Maricopa County Recorder ("City ROW").

B. Licensee is developing the Sierra Luna Energy Storage Project ("Project") located in unincorporated Maricopa County, and requires an overhead crossing above the City ROW to interconnect the Project to the Rudd Substation located on private property within the City of Avondale, Arizona.

C. Licensor is willing to enter into this Agreement for such crossing on the terms below.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License. Licensor hereby grants permission for Licensee to continuously occupy, possess and use a portion of the airspace above the City ROW with a minimum required vertical overhead clearance of 41' from the ground, as more specifically described on **Exhibit A** (the "Licensed Area") for the construction, operation, maintenance, inspection, repair, replacement, relocation, and removal of one or more overhead electric transmission lines, together with wires, cables, insulators, and other fixtures and appurtenances (collectively, the "Facilities"). No poles, foundations, or other ground-mounted facilities related to the Project shall be located in the City ROW or within the Licensed Area, and the Facilities will be located in the Licensed Area in such

a way that they will not extend below fifteen (15) feet above the ground. Licensee may, upon reasonable prior notice to Licensor, physically access the Licensed Area from the City ROW from time to time, in accordance with reasonable and customary City of Avondale procedures, for construction, inspection, installation, maintenance, repair, removal, and replacement of the Facilities. In the event of an emergency that poses a threat to public health, safety or the environment, or to the Facilities, Licensee may physically access the Licensed Area from the City ROW without prior notice to Licensor in order to make necessary repairs to the Facilities, provided that Licensee shall use reasonable efforts to promptly notify Licensor in the event of any such emergency.

2. No Interference. Licensor's activities and any grant of rights by Licensor to any person or entity, if located in the Licensed Area, shall not, currently or in the future, unreasonably impede or interfere with the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Facilities or the exercise of Licensee's rights pursuant to this Agreement. In no event will Licensor take actions that cause a de-energization or decommissioning or other interruption of power through the Facilities.

3. Improvements and Maintenance. All Facilities constructed or placed within the Licensed Area by or on behalf of Licensee (i) shall remain the property of Licensee, and Licensor shall have no right, title or interest therein, (ii) may be removed, repaired, altered or replaced by Licensee at any time, (iii) shall be constructed by Licensee in a good and workmanlike manner and in accordance with applicable laws, including the requirements to obtain a ROW Permit, traffic control permit, or other permits or permission required by law to work in the City ROW from the City of Avondale, and (iv) shall be maintained by Licensee in good condition and in accordance with applicable laws. Licensee's ongoing maintenance responsibilities shall include but not be limited to vegetation management and pole inspection. In exercising the rights granted under the terms of this Agreement, Licensee shall take precautions to avoid unlicensed encroachment upon and interference with the portions of the Licensor's property and the right-of-way lying outside of the Licensed Area, and if such are disturbed or harmed in any way by Licensee's activities, Licensee shall repair all such damage or reimburse Licensor for its costs in repairing all such damage. Licensee shall provide Licensor with the name and contact information for a human contact, located in the Phoenix area, and Licensor may, upon reasonable notice to such contact person, access and inspect the Facilities.

4. Plans for Construction of the Facilities. Licensor has approved those preliminary conceptual plans for the initial construction of the Facilities which are described on **Exhibit B** attached hereto (the "Approved Conceptual Plans"). Before applying for a ROW Permit, Licensee will provide the final plans for the construction of the Facilities, including details about pole placement, clearances, and the design of the Facilities, to Licensor for review and approval. Licensor's consent to such final plans for construction will not be unreasonably withheld, conditioned or delayed. When the construction of the Facilities is complete, Licensee will provide Licensor with a set of as-built plans for the Facilities.

5. Term. The initial term of this Agreement shall be thirty (30) years, commencing on the Effective Date, and running to the thirtieth (30th) anniversary of the Effective Date ("Initial Term"). Upon the expiration of the Initial Term, and unless otherwise noticed in a writing signed

by one or both parties at least one hundred eighty (180) days in advance of the expiration of the Initial Term, the term of this Agreement shall automatically extend for an additional twenty (20) years ("Extended Term"). The Initial Term and Extended Term are referred to herein collectively as the "Term". The License shall terminate upon the expiration of the Term.

6. Early Termination of License by Licensee. Licensee may terminate this License at any time by providing thirty (30) days' written notice to Licenser. This License shall not be deemed abandoned by Licensee in whole or in part, as a result of nonuse or otherwise, except by a written instrument executed and recorded by Licensee (or its successor or Mortgagee), after the notice period described in this Section 7 has expired, expressly releasing this License or any portion thereof.

7. Removal of the Facilities Upon Termination. Licensee, at its sole cost and expense, shall remove all Facilities from the Licensed Area no later than one hundred eighty (180) days after the expiration of the Term or other termination of this Agreement, and restore the Licensed Area and the City ROW to the same or better condition as on the Effective Date of this Agreement. If Licensee fails or refuses to remove the Facilities within one hundred eighty (180) days after the expiration of the Term or other termination of this Agreement, the Facilities shall be deemed to have been conveyed to Licenser, and Licenser shall thereafter own the Facilities and have the right, but not the obligation, to remove the Facilities in its sole and absolute discretion.

8. Relocation of Licensee's Facilities. If Licensee relocates the Facilities at any time, for any reason or purpose, Licensee shall be responsible for all of the cost and expense of safely relocating the Facilities to another location. Licenser shall not bear any cost or expense associated with relocating the Facilities under any circumstances.

9. Right to Mortgage, Assign and Transfer. Licensee shall have the right, without Licenser's prior consent or approval, but upon giving Licenser written notice, at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement or the Facilities (holders of these various security interests are referred to as "Mortgagees"). In no event will any such assignment, encumbrance or grant encumber Licenser's underlying fee interest in the City ROW or the Licensed Area. Licensee and any Mortgagee which has succeeded to Licensee's interests under this Agreement shall also have the right, without the prior approval or consent of Licenser, at any time and from time to time, to assign, apportion or otherwise transfer in whole or in part to one or more persons or entities (including to multiple parties who will hold the Licensed Area and/or the improvements thereon as tenants-in-common or pursuant to other shared or joint use agreements) (each, an "Assignee") its rights and interest in this Agreement. In the event of an assignment of Licensee's entire interest in this Agreement, the assigning Licensee shall be relieved of Licensee's obligations under this Agreement (except for those obligations which expressly survive the termination hereof) from and after the date of such assignment. Following any such sale, conveyance, or assignment, the term "Licensee" shall be deemed to include each "Assignee" then holding Licensee's interest in this Agreement.

10. Additional Mortgagee Protections.

(a) If Licensee has given Licensors written notice that Licensee has mortgaged, collaterally assigned, or otherwise encumbered and granted security interests in all or any part of its interest in this Agreement or the Facilities, Licensors shall give each Mortgagee written notice of any default by Licensee under this Agreement at the same time such notice is given to Licensee. Licensee shall have thirty (30) days from receipt of such notice to cure the default; if the default is non-monetary and cannot reasonably be cured within such thirty (30) days, the cure period shall be extended so long as Licensee or any Mortgagee commences the cure within such period and diligently pursues it to completion; provided, however, that such cure period shall not be more than one hundred eighty (180) days in total. If Licensee fails to cure within the applicable period, any Mortgagee shall have an additional sixty (60) days to cure, with further extensions if possession of the Licensed Area is required and the Mortgagee timely commences and diligently prosecutes proceedings to obtain such possession. Licensors shall not terminate this Agreement without first providing written notice of its intent to terminate to each Mortgagee with respect to whom Licensors has been given written notice and affording each such Mortgagee the cure rights set forth herein.

(b) A Mortgagee shall not have any liability for the performance of Licensee's obligations under this Agreement unless and until such Mortgagee forecloses its interest (or accepts a transfer in lieu of foreclosure) and becomes the Licensee under this Agreement, following which the Mortgagee shall have liability only during the term such Mortgagee directly holds the interest of Licensee under this Agreement.

(c) If this Agreement is terminated or rejected in connection with a bankruptcy, insolvency, winding up or similar occurrence with respect to Licensee, then Licensors shall give prompt notice thereof to each Mortgagee of which Licensors has received written notice. Licensors shall, upon written request of a Mortgagee, enter into a new license agreement with the Mortgagee or its designee, within thirty (30) days after receipt of such request. Such new license agreement, if entered into by the Licensors and the Mortgagee, shall be effective as of the date of such rejection, disaffirmation or termination, and shall be upon the same terms, covenants, conditions and agreements as contained in this Agreement; and, until such time as such new agreement is executed and delivered, Mortgagee or its designee may enter, use and enjoy the Licensed Area and conduct operations thereon as if this Agreement were still in effect. During such period, and regardless of whether Licensors enters into a new license agreement with a Mortgagee, Mortgagee will be responsible for all of the obligations of the Licensee under this Agreement.

11. Notices. All notices demands or other writings in this Agreement provided to be given, made or sent hereunder 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:

Licensors: City of Avondale
 Attn: Ron Corbin, City Manager
 11465 W Civic Ctr Dr.
 Avondale, AZ 85323
 Email: rcorbin@avondaleaz.gov

With a required copy to: City of Avondale
 Attn: Nicholle Harris, City Attorney
 1165 W. Civic Center Drive
 Avondale, AZ 85323
 Email : nharris@avondaleaz.gov

Licensee: Sierra Luna Energy Storage LLC
 c/o Plus Power LLC
 Attn: Real Estate Department
 1780 Hughes Landing Blvd., Ste. 675
 The Woodlands, TX 77380
 Email: legal@pluspower.com and
realestate@pluspower.com

With a required copy to: Quarles & Brady LLP
 Attn: Benjamin Graff
 Two North Central Avenue, Suite 600
 Phoenix, Arizona 85004
 Email: Benjamin.graff@quarles.com

12. Authority and Cooperation. Each party represents and warrants to the other party that:

- (i) The representing party has the full right, power, and authorization to enter into and perform this Agreement.
- (ii) All consents and approvals necessary for the execution, delivery and performance of this Agreement by the representing party have been obtained.
- (iii) 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.
- (iv) The representing party has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

Licensor further represents and warrants that it owns the City ROW in fee simple, and Licensor has the unrestricted right and authority to execute this Agreement and to grant Licensee the rights granted in this Agreement. Licensor shall cooperate reasonably with Licensee in complying with or in obtaining any permits or approvals required by applicable law in connection with the construction, operation, maintenance, inspection, repair, replacement, relocation, and removal of the Facilities. Licensee further represents and warrants that it has taken or will take all necessary actions and received or will receive all necessary approvals, including without limitation, approvals of state, county, or federal authorities for the execution and performance of this Agreement.

13. Estoppels. Within ten (10) days after receipt of a written request made from time to time by Licensee, the then owner of the City ROW shall execute and deliver an estoppel certificate to Licensee and/or to such other third party as Licensee may request certifying as to such matters as may be requested regarding the status of this Agreement and the License, and acknowledging and/or consenting to the receiving party's existing or prospective rights, liens or interests (direct or indirect) in and to the License. Should Licensor fail to timely execute and deliver the estoppel certificate and/or consent, then Licensee and such other third party may rely on the contents thereof and the estoppel certificate and/or consent shall be conclusively binding.

14. Amendment. This Agreement may be amended or supplemented only by an instrument in writing, signed by Licensor and Licensee and recorded with the Office of the Maricopa County, Arizona Recorder.

15. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Arizona. 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.

16. Waiver. Except as otherwise stated in this Agreement, failure by any party in asserting any of its rights or remedies 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.

17. 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.

18. Indemnification. Licensee shall indemnify, defend and hold harmless Licensor and its agents, employees, officers, and directors from and against all third party claims, causes of action, costs, losses, damages and expenses (i) arising from or caused in any way by any act, omission, or negligence of Licensee or its officers, agents, employees, licensees, invitees or guests, or (ii) arising out of Licensee's use and maintenance of the Licensed Area, including its use by Licensee's tenants, employees, invitees or guests; except to the extent caused by Licensor's negligence or willful misconduct. The foregoing indemnities shall include attorneys' fees, court costs, investigation costs, and all other costs and expenses incurred by Licensor from the first notice that any claim or demand has been made or may be made and shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable under

applicable worker's compensation acts, disability benefit acts, or their employee benefit acts. The obligations in this Section 18 of the Agreement shall survive the expiration or other termination hereof.

19. Insurance. Licensee agrees to maintain in full force during the Term of this Agreement a policy of Commercial General Liability Insurance, with (a) contractual liability coverage including the indemnification provisions contained in this Agreement; and (b) limits of not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence and not less than Ten Million Dollars (\$10,000,000) in the aggregate for bodily injury, sickness or death, and property damage. Licensee shall cause Licenser to be an additional insured under such insurance policy.

20. Recordation. Licenser shall record this License in the records of the Maricopa County Recorder within fifteen (15) days of the Effective Date.

[SIGNATURES ARE ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Licensors and Licensee have executed this Agreement as of the date and year first above written.

LICENSOR

CITY OF AVONDALE, ARIZONA, an Arizona
municipal corporation

Ron Corbin, City Manager

ATTEST:

By: _____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

By: _____
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/she signed the foregoing instrument on behalf of Licensor.

Notary Public

My commission expires:

SIGNATURE PAGE TO LICENSE AGREEMENT

LICENSEE

SIERRA LUNA ENERGY STORAGE LLC, a
Delaware limited liability company,

By: _____
Its: _____

STATE OF)
) ss.
COUNTY OF)

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 Licensee.

Notary Public

My commission expires:

EXHIBIT A
TO LICENSE AGREEMENT

Legal Description of Licensed Area

[See Attached]

December 3, 2025

LEGAL DESCRIPTION FOR
SIERRA LUNA
LICENSED AREA

That part of the Southwest Quarter of Section 19, Township 1 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap in handhole, stamped "1976," marking the West Quarter Corner of said Section 19, from which the Brass Cap in handhole, stamped "1976," marking the Southwest Corner of said Section 19 bears South 00°10'01", a distance of 2643.07 feet;

Thence South 00°10'01" West, along the West line of said Southwest Quarter, a distance of 1215.23 feet;

Thence North 89°49'59" West, departing said West line, a distance of 40.00 feet to the Point of Beginning;

Thence South 46°03'12" East, a distance of 152.35 feet;
Thence South 89°23'53" West, a distance of 37.00 feet;
Thence South 00°10'01" West, a distance of 67.92 feet;
Thence North 46°03'12" West, a distance of 101.11 feet;

Thence North 00°10'01" East, a distance of 103.88 feet to the Point of Beginning.

Containing 8,248 Square Feet or 0.190 Acres, more or less.



SIERRA LUNA
LICENSED AREA

S00°10'00.6738" W 1215.23

N89°49'59.3262" W 40.00

BOUNDARY

S46°03'12.0336" E 152.35

S89°23'52.6738" W 37.00

S00°10'00.6738" W 67.92

N46°03'12.0336" W 101.11

N00°10'00.6738" E 103.88

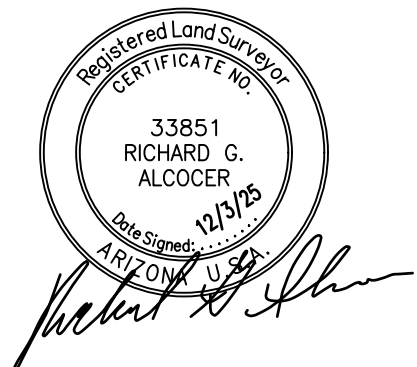
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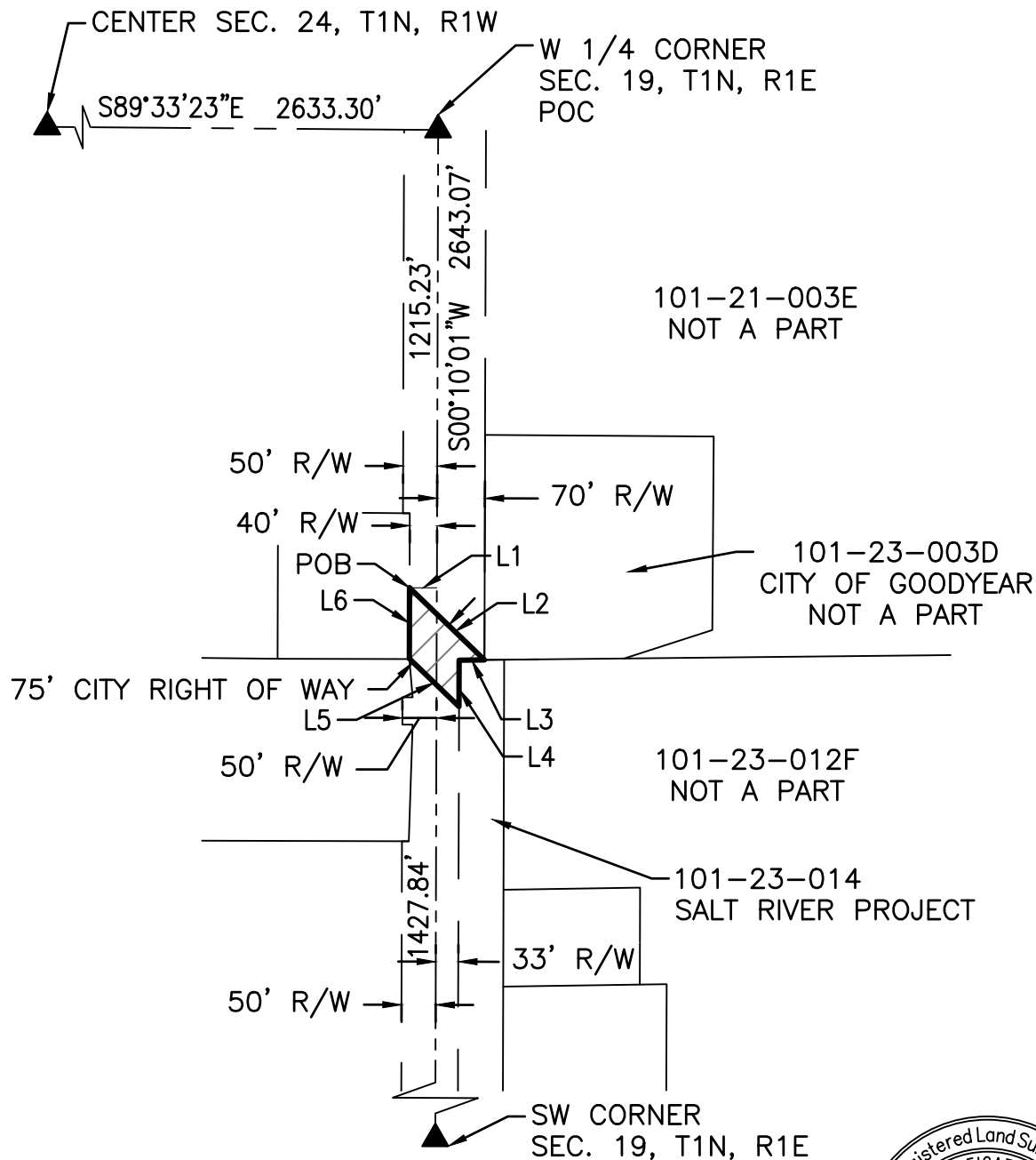
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Misclosure: 1/41,202

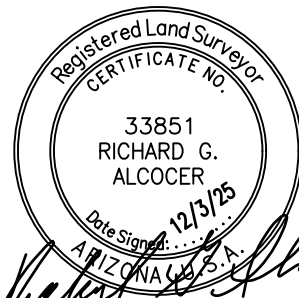
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East Error: 0.001092



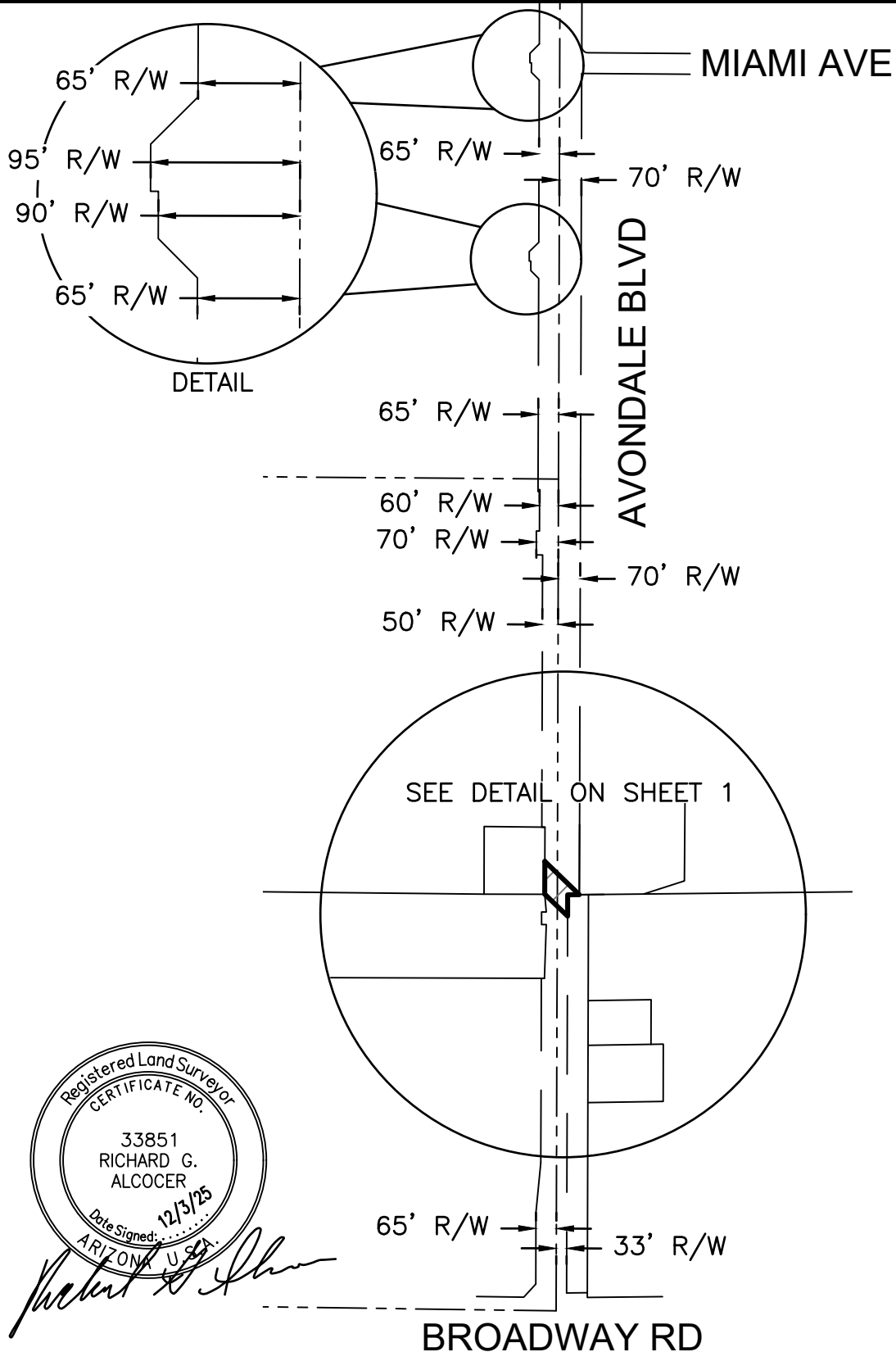


LICENSED AREA
 = CONTAINING 8,248 SQ. FEET
 OR 0.190 ACRES, MORE OR LESS
 SEE SHEET 3 FOR LINE TABLE



Richard G. Alcocer

SCALE 1" = 250'	SIERRA LUNA	
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	LICENSED AREA	1 OF 3



SCALE 1" = 500'	SIERRA LUNA	
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	LICENSED AREA	2 OF 3

LINE TABLE		
NO.	LENGTH	BEARING
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L3	37.00'	S89°23'53"W
L4	67.92'	S00°10'01"W
L5	101.11'	N46°03'12"W
L6	103.88'	N00°10'01"E

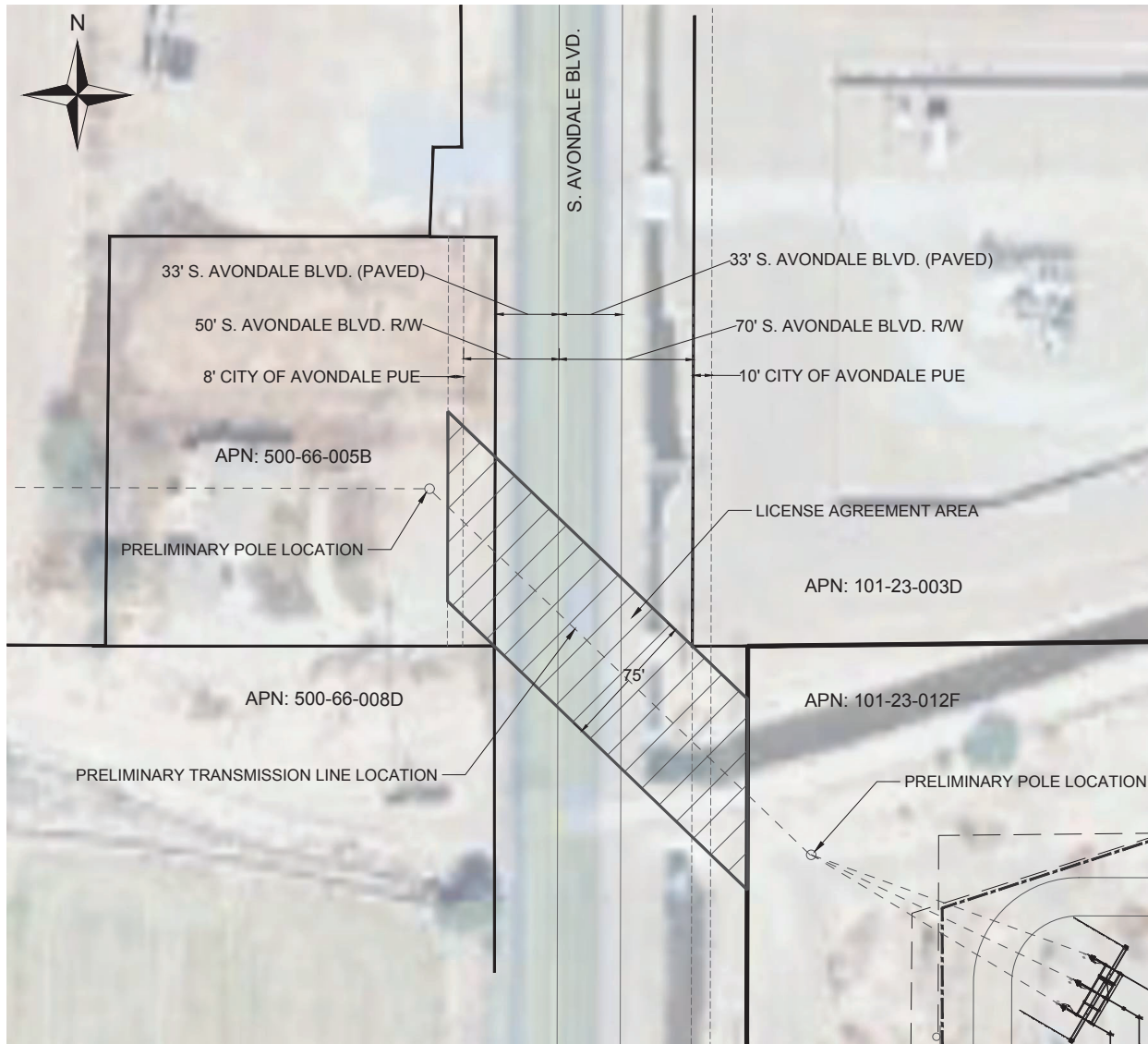


			
EXHIBIT	SIERRA LUNA		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	LICENSED AREA		
3 OF 3			

EXHIBIT B
TO LICENSE AGREEMENT

Approved Conceptual Plans

[See Attached]



ITEM NUMBER: 4.h.

SUBJECT: Resolution 1077-1225 - Intergovernmental Agreement Amendment with Department of Emergency and Military Affairs (DEMA)

MEETING DATE: 12/15/2025

TO: Mayor and Council

FROM: Memo Espinoza, Police Chief

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: **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.

The Southwest Family Advocacy Center delivers essential services to crime victims in the cities of Avondale, Buckeye, Goodyear, and within the Maricopa County Sheriff's Office jurisdiction in the West Valley. The anti-human trafficking task force enhances regional safety by conducting undercover operations to identify and rescue trafficking victims and by providing trafficking-identification training for all first responders across the four partner jurisdictions.

PURPOSE:

City Council will consider a request to adopt Resolution 1077-1225, approving an amendment to the existing Intergovernmental Agreement between the Arizona Department of Emergency and Military Affairs (DEMA) and the City of Avondale, on behalf of the four partnering agencies of the Southwest Family Advocacy Center (the Cities of Avondale, Buckeye, Goodyear, and the Maricopa County Sheriff's Office). The request also authorizes 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, on behalf of the four partnering agencies of the Southwest Family Advocacy Center, was approved on January 23, 2025 to receive funding from the Arizona Department of Emergency and Military Affairs (DEMA) to establish an anti-human trafficking task force. This grant supports undercover operations to identify and rescue trafficking victims and provides trafficking-identification training for all first responders across the participating jurisdictions. The amended agreement would extend the use of these funds to continue the outlined activities from December 31, 2025, through June 30, 2027.

DISCUSSION:

The Southwest Anti-Human Trafficking Taskforce, operating through the Southwest Family Advocacy Center, will continue, if adopted, to utilize anti-trafficking funds to support proactive joint operations, investigations, and the recovery of human trafficking victims within the Cities of Avondale, Buckeye, Goodyear, and the Maricopa County Sheriff's Office jurisdictions. Approval of the amendment will not only extend the grant's end date but will also provide additional funding for essential training for all first responders, remove the overtime ceiling for all taskforce personnel, authorize the purchase of one pole camera, and allow for out-of-state training opportunities.

BUDGET IMPACT:

The amended award covers the period of December 31, 2025 through June 30, 2027. The award will be disbursed on a reimbursement basis. No matching funds are required, and all funds will be used for the intended purpose of this grant. Staff is requesting authorization to process the necessary budget transfers for the acceptance of this grant. Appropriation amounts will vary between the fiscal years of the grant period.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving an amended to the existing Intergovernmental Agreement between the Arizona Department of Emergency and Military Affairs (DEMA) and the City of Avondale, on behalf of the four partnering agencies of the Southwest Family Advocacy Center (the Cities of Avondale, Buckeye, Goodyear and the Maricopa County Sheriff's Office), and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

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

**FIRST AMENDMENT
TO
AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
AMONG
CITY OF AVONDALE, CITY OF BUCKEYE,
CITY OF GOODYEAR, MARICOPA COUNTY
AND
ARIZONA DEPARTMENT OF CHILD SAFETY
TO
PROVIDE INTEGRATED SERVICES TO CHILDREN AND FAMILIES**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this "First Amendment") is entered into as of the last signature date below, between the City of Avondale, an Arizona municipal corporation (the "City"), the City of Buckeye, an Arizona municipal corporation ("Buckeye"), the City of Goodyear, an Arizona municipal corporation ("Goodyear"), Maricopa County, Arizona, an Arizona municipal corporation, acting by and through the Maricopa County Sheriff's Office ("Maricopa") and the State of Arizona, Department of Child Safety ("DCS") to provide integrated services to children and families at the Southwest Family Advocacy Center located at 2333 N. Pebble Creek Parkway, Suite A-200, Goodyear, Arizona 85395 (the "Center"). Avondale, Buckeye, Goodyear and Maricopa are collectively referred to herein as the "Partnering Agencies." DCS and the Partnering Agencies are collectively referred to herein as the "Parties."

RECITALS

A. The Parties entered into that certain Intergovernmental Agreement, Contract No. 19-087C, dated October 8, 2018, for the Partnering Agencies to participate in the shared use of the Center with DCS for the provision of services for victims of child physical and sexual abuse (the "Agreement"). All capitalized terms not otherwise defined in this First Amendment have the same meanings as set forth in the Agreement.

B. The Parties desire to enter into this First Amendment to extend the term of the Agreement for the shared use of the Center.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 30, 2023 unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

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

3. Non-Default. By executing this First Amendment, the Parties affirmatively assert that (i) neither party is currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

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

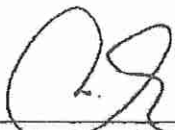
5. Counterparts. This First Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument and each of said counterparts shall be deemed original hereof.

[SIGNATURES ON FOLLOWING PAGES]

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

"AVONDALE"

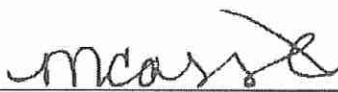
CITY OF AVONDALE,
an Arizona municipal corporation



Charles A. Montoya, City Manager

Date: 10/7/21

ATTEST:

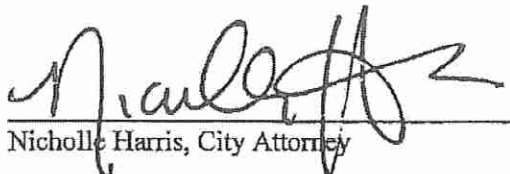


Marcella Carrillo, City Clerk



CERTIFICATION BY LEGAL COUNSEL

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



Nicholle Harris, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

"Buckeye"

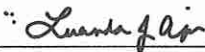
CITY OF BUCKEYE,
an Arizona municipal corporation



Eric W. Orsborn, Mayor

Date: November 2, 2021

ATTEST:



Lucinda J. Aja, City Clerk

CERTIFICATION BY LEGAL COUNSEL

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

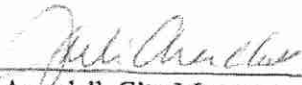
Sheila B. Schmidt

Sheila Schmidt, City Attorney

[SIGNATURES CONTINUE OF FOLLOWING PAGES]

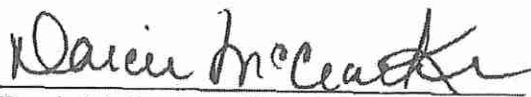
"Goodyear"

CITY OF GOODYEAR,
an Arizona municipal corporation


Julie Arendall, City Manager

Date: 12-14-2020

ATTEST:


Darcie McCracken, City Clerk



CERTIFICATION BY LEGAL COUNSEL

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


Roric Massey, City Attorney

[SIGNATURES CONTINUE OF FOLLOWING PAGES]

C-50-19-012-3-01

"County"

COUNTY OF MARICOPA, ARIZONA,
an Arizona municipal corporation

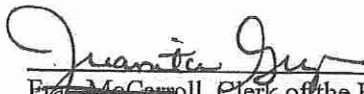


~~Clint Hakman~~, Chairman, Board of Supervisors

JACK SELLERS

ATTEST:

Date: JAN 27 2021



~~Fred McCarrall~~, Clerk of the Board 011321
Juanita Barza

CERTIFICATION BY LEGAL COUNSEL

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

**Davina
Bressler**

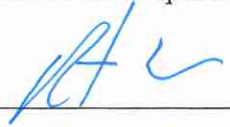
Digitally signed by Davina Bressler
DN: cn=Davina Bressler, o=MCAO,
ou=Civil Division,
email=bressled@mcao.maricopa.gov,
c=US
Date: 2021.01.19 13:33:37 -07'00'

County Attorney

[SIGNATURES CONTINUE OF FOLLOWING PAGE]

“DCS”

STATE OF ARIZONA, DEPARTMENT OF CHILD SAFETY,
an Arizona municipal corporation

By: 

Date: 2-5-2022

Name: Robert Navarro

Title: Deputy Director

CERTIFICATION BY LEGAL COUNSEL

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

Assistant Attorney General

RESOLUTION NO. 1077-1225

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS FOR REIMBURSEMENT OF EXPENDITURES FOR LAW ENFORCEMENT SERVICES CONDUCTED TO REDUCE HUMAN TRAFFICKING AND AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT AND ANY RELATED DOCUMENTS.

WHEREAS, the State of Arizona Department of Emergency and Military Affairs (“DEMA”) entered into an interagency service agreement with the City of Avondale (the “City”) to provide reimbursement to the City for programs, equipment, and/or activities conducted by the partnering law enforcement agencies of the Southwest Family Advocacy Center (“Center”) for the purpose of reducing human trafficking (“the Agreement”); and

WHEREAS, parties seek to amend the Agreement with Amendment 2 (the “Amendment”) which modifies the Agreement funding budget and extends the Agreement term to June 30, 2027.

WHEREAS, the City Council desires to accept the Amendment.

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

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

SECTION 2. The Amendment with the State of Arizona Department of Emergency and Military Affairs for the reimbursement of funds for programs, equipment, and/or activities conducted by the City and the partnering law enforcement agencies of the Southwest Family Advocacy Center (“Center”) is hereby approved 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 all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
December 15, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

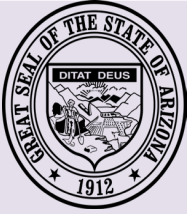
APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1077-1225

[Agreement Amendment 2]

See following pages.



Katie Hobbs
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell
Road Phoenix, Arizona 85008-
3495
(602) 267-2700 DSN: 853-2700



Brigadier General John A. Conley
THE ADJUTANT GENERAL

Agreement Type: Agreement (Amendment 2)
M22-0052

Agreement Effective Date: July 1, 2021
Agreement Termination Date: June 30, 2025

Amendment Effective Date: 06/11/2025

Agreement Title: The City of Avondale, Anti-Human Trafficking Grant Fund Program, Laws 2022, Chapter 313, Section 110.

RECIPIENT AGREEMENT ADMINISTRATORS

The City of Avondale
Address: 11465 West Civic Center Drive
Avondale, AZ 85323

Contact Name: Ron Corbin, City Manager
Phone Number: (623) 333-1016
Email: citymanager@avondaleaz.gov

Avondale Police Department
Address: 11485 West Civic Center Drive
Avondale, AZ 85323
Contact Name: Reem Nabil George, Director of the Southwest
Family Advocacy Center
Phone Number: (623) 333-7911
Email: rgeorge@avondaleaz.gov

DEMA AGREEMENT ADMINISTRATOR

Arizona Department of Emergency and Military Affairs
5645 East McDowell Road, Bldg. M5800
Phoenix, AZ 85008

Contact Name: Grants Administrator
Phone Number: (602) 464-6442
Email: grants.border@azdema.gov

INTERAGENCY SERVICE AGREEMENT AMENDMENT - PURPOSE
THE ABOVE REFERENCED CONTRACT IS HEREBY AMENDED AS FOLLOWS:

Pursuant to the Agreement Terms, Provision 4 – AMENDMENT:

1. Provision 5 – BUDGET:

Please see attached Exhibit “A”.

2. Provision 11 – AGREEMENT TERM:

Revise From: “The term of this Agreement shall be from October 1, 2022, to December 31, 2025.”

Revise To: “The term of this Agreement shall be from October 1, 2022, to June 30, 2027.”

Please see attached Exhibit “B”.



Katie Hobbs
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell
Road Phoenix, Arizona 85008-
3495
(602) 267-2700 DSN: 853-2700



Brigadier General John A. Conley
THE ADJUTANT GENERAL

Electronic Submission: An electronic or portable document file (PDF) copy of this Amendment shall serve as the original.

EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT NOT HERETOFORE CHANGED AND/OR AMENDED, REMAIN UNCHANGED AND IN FULL EFFECT.

WITNESS WHEREOF, the Parties hereto agree to carry out the terms of this Agreement.

RECIPIENT AGREEMENT ADMINISTRATOR	DEMA AGREEMENT ADMINISTRATOR
Authorized Signature	Authorized Signature
Printed Name Ron Corbin	Printed Name Brigadier General John A. Conley
Title City Manager	Title The Adjutant General
Date	Date

RECIPIENT AGREEMENT ADMINISTRATOR	RECIPIENT AGREEMENT ADMINISTRATOR
Authorized Signature	Authorized Signature
Printed Name Memo Espinoza	Printed Name
Title Chief of Police	Title
Date	Date

**Arizona Department of Emergency & Military Affairs
Division of Emergency Management
FFY 2023 Border Security Grant Fund
Award Period of Performance - 10/1/22 to 12/31/25**

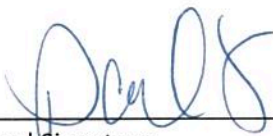
Budget Modification Request

**Avondale Police Department
M23-0052**

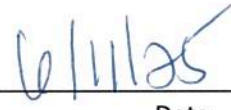
2

<u>Budget Category</u>	<u>Current Budget</u>	<u>New Budget</u>	<u>Difference</u>	
Personnel	-	-	-	#DIV/0!
Fringe Benefits	-	-	-	#DIV/0!
Travel	-	30,000.00	(30,000.00)	#DIV/0!
Equipment	5,500.00	5,500.00	-	-
Supplies	36,676.00	42,676.00	(6,000.00)	0.16
Contractual	293,949.99	234,649.99	59,300.00	(0.20)
Other	163,800.00	187,100.00	(23,300.00)	0.14
Total Direct Charges	499,925.99	499,925.99	-	-
Indirect	-	-	-	#DIV/0!
	499,925.99	499,925.99	-	-

*


Approval Signature

Assistant Director
Title


Date

*For DEMA/EM signature

	Application	Amendment	Difference	Notes
Personnel				
PERSONNEL TOTAL	\$ -	\$ -	\$ -	
Fringe Benefits				
FRINGE BENEFIT TOTAL	\$ -	\$ -	\$ -	
Travel				
NEW - Various In & Out of State, Professional Trainings & Conferences 2023-2027 for 8 Detectives & 1 Sargeant (Travel Expenses: Registration/Airfare/Lodging/Meals/Ground Transportation)	\$ -	\$ 30,000.00	\$ 30,000.00	Justification: Trainings include various in & out of state events such as the JuST Conference; IAHTI Conference - usu in Florida; Human Trafficking Summit; RISS; and other similar Trainings: Destinations TBD
TRAVEL TOTAL	\$ -	\$ 30,000.00	\$ 30,000.00	
Equipment				
1 Small Body Camera to be used by female detective(s); REVISE to: Temporarily placed Pole Camera to capture images in public parking lots during Undercovering Operations	\$ 5,500.00	\$ 5,500.00	\$ -	
EQUIPMENT TOTAL	\$ 5,500.00	\$ 5,500.00	\$ -	
Supplies				
12 Burner Phones for the Task Force x \$100/ph = \$1,200; \$50/mo service x 36 mos = \$1,800	\$ 3,000.00	\$ 3,000.00	\$ -	
Service for 1 (Non-Burner) Phone Line used from ADP office to contact Task Force in the field (\$50/mo x 36 mos = \$1,800)	\$ 1,800.00	\$ 1,800.00	\$ -	
5 Ring Cameras x \$106/ea = \$530; Service Lines \$22/mo (incl all 5 cameras) x 36 mos = \$792	\$ 1,322.00	\$ 1,322.00	\$ -	
5 Computers for 4 Detectives & 1 Sergeant, not affiliated w/ any City internet (wifi) network x \$1,800/comp = \$9,000 + Warranty of \$8.333/comp x 5 comps x 36 mos = \$1,500; REVISE to: 5 computers w/ warranty for 5 Detectives & 1 Sargeant not affiliated w/ any City internet (wifi) network @ \$2K = \$10.5K, plus additional 2 computers w/ warranty for 2 new Detectives @ \$3K/ea = \$6K	\$ 10,500.00	\$ 16,500.00	\$ 6,000.00	
Hotspot Service - alternate internet system re Investigative Ops use of 5 computers (\$280.55/mo x 36 mos); REVISE to...Hotspot Devices or Wifi Pucks Service...	\$ 10,100.00	\$ 10,100.00	\$ -	
Marinus Analytics "Traffic Jam" software licensing fees for 1 year only	\$ 2,400.00	\$ 2,400.00	\$ -	
1 Camera-wired hat for detective(s) to wear when meeting potential victims at a hotel bar	\$ 4,578.00	\$ 4,578.00	\$ -	
General Office Printing & Unexpected Office Supplies	\$ 400.00	\$ 400.00	\$ -	
10 Official (fake) MVD ID's used for undercover operations (\$30/ID)	\$ 300.00	\$ 300.00	\$ -	
3 Pairs of Ray-Ban Recorder Glasses (\$321.79/pair x 3 = \$965.38)	\$ 965.38	\$ 965.38	\$ -	
1 large TV located at ADP office specifically connected to Ring Cameras positioned at operation sites, on exterior and interior of hotel/motel/model home take-down rooms	\$ 360.22	\$ 360.22	\$ -	
Training Brochures - Includes impressions & prints for 1st Responder Trainings	\$ 950.40	\$ 950.40	\$ -	
SUPPLY TOTAL	\$ 36,676.00	\$ 42,676.00	\$ 6,000.00	
Contractual				

	Application	Amendment	Difference	Notes
BUCKEYE PD - Overtime - 2 Detectives x \$60/hr x 20hrs/mo x 36 mos for Professional Services provided as stated in the Intergovernmental Agreement (IGA); REVISE to...Overtime for 2 Detectives for Professional Services provided as stated in the Intergovernmental Agreement (IGA)	\$ 86,400.00	\$ 66,633.00	\$ (19,767.00)	
GOODYEAR PD - Overtime - 2 Detectives x \$60/hr x 20hrs/mo x 36 mos for Professional Services provided as stated in the Intergovernmental Agreement (IGA); REVISE to...Overtime for 2 Detectives for Professional Services provided as stated in the Intergovernmental Agreement (IGA)	\$ 86,400.00	\$ 66,633.00	\$ (19,767.00)	
MARICOPA PD - Overtime - 2 Detectives x \$60/hr x 20hrs/mo x 36 mos for Professional Services provided as stated in the Intergovernmental Agreement (IGA); REVISE to...Overtime for 2 Detectives for Professional Services provided as stated in the Intergovernmental Agreement (IGA)	\$ 86,400.00	\$ 66,634.00	\$ (19,766.00)	\$ 199,900.00
Dr. Dominique Roe-Sepowitz, ASU - Training for all 1st responders for the 4-Partner Agencies (\$650/training x 15 trainings = \$9,750	\$ 9,750.00	\$ 9,750.00	\$ -	
Dr. Dominique Roe-Sepowitz, ASU - Annual evaluations of data, analysis & report (\$8,333.33 x 3 yrs = \$24,999.99)	\$ 24,999.99	\$ 24,999.99	\$ -	
CONTRACTUAL TOTAL	\$ 293,949.99	\$ 234,649.99	\$ (59,300.00)	Note: OT \$66,634/ea x 3 = \$199,900 + Dr. DR-S' total amt of \$34,749.99 = \$234,649.99
Other				
Avondale PD - Overtime for 2 Detectives (\$60/hr x 20hrs/mo x 36 mos = \$86,400); REVISE to...Overtime for 2 Detectives	\$ 86,400.00	\$ 96,400.00	\$ 10,000.00	
Avondale PD - Overtime for 1 Sergeant (\$90/hr x 20hrs x 36mos = \$64,800); REVISE to...Overtime for 1 Sergeant	\$ 64,800.00	\$ 73,500.00	\$ 8,700.00	\$169,900.00
Hotel Stays for Undercover Sting Ops approx \$600/mo x 4 ops/yr x 3 yrs	\$ 7,200.00	\$ 14,700.00	\$ 7,500.00	
Undercover Operation Ground (Uber) Transportation ave cost of \$150/mo x 36 mos	\$ 5,400.00	\$ 2,500.00	\$ (2,900.00)	
OTHER TOTAL	\$ 163,800.00	\$ 187,100.00	\$ 23,300.00	
TOTAL DIRECT CHARGES	\$ 499,925.99	\$ 499,925.99	\$ -	
Indirect	\$ -	\$ -		
FINAL APPLICATION TOTAL	\$ 499,925.99	\$ 499,925.99	\$ -	

May 29, 2025

DEMA Grants
Department of Emergency and Military Affairs (DEMA)
5636 E McDowell Road
Phoenix, AZ 85008

**RE: AGREEMENT M22-0052
THE CITY OF AVONDALE POLICE DEPARTMENT
BORDER SECURITY FUND/ANTI-HUMAN TRAFFICKING GRANT
FUND**

I am writing to formally request an extension of our current DEMA grant agreement term as set forth in the original grant agreement M22-0052 (Agreement). The City of Avondale Police Department is currently requesting an extension of the Agreement to June 30, 2027. Our organization has made significant progress in combating human trafficking through multi-agency collaboration and community outreach efforts, and we believe additional time would allow us to maximize the impact of the remaining grant funds.

Our team has utilized approximately 20% of the allocated funds, with the remaining resources earmarked for continued law enforcement operations, training, data collection and analysis, and annual program evaluations. The extension would allow our organization to complete all planned program objectives, ensure proper outcomes and evaluations, develop sustainable plans for continued operations, and establish a permanent West Valley Sex Trafficking Task Force with permanent memberships.

Thanks in advance for your consideration of this matter.

Sincerely,

Reem George

Reem George
Director
Southwest Family Advocacy Center
City of Avondale Police Department
rgeorge@avondaleaz.gov
623-333-7911

*Approved
6/11/25
Dad*

ITEM NUMBER: 4.i.

SUBJECT: Resolution 1078-1225 - Authorizing the Grant Acceptance of Arizona Lottery Funds from Valley Metro

MEETING DATE: 12/15/2025

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

THROUGH: Katie Gregory, Assistant City Manager

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Resilient Infrastructure and Transportation**

Avondale invests in safe and sustainable infrastructure, including water, roads, and utilities, and actively participates in regional planning and development.

WeRIDE is a component of the City's multi-modal transportation options that aims to maintain efficient transportation circulation throughout the City.

PURPOSE:

City Council will consider a request to adopt Resolution 1078-1225, authorizing the City of Avondale's acceptance of Arizona Lottery Funds in the amount of \$225,883 from Valley Metro for WeRIDE operational expenses, and to 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 receives an annual allocation of Arizona Lottery Funds (ALF) through Valley Metro for eligible public transportation purposes. For Fiscal Year 2026, the City has been allocated \$225,883 in ALF funding based on the City's population share within Maricopa County. These funds are derived from lottery revenues and are judicially mandated to support public transportation activities throughout Maricopa County. The funds require no local match and must be used within two years of distribution by Valley Metro.

DISCUSSION:

The Arizona Lottery Funds represent a revenue source for WeRIDE operations with no local match requirement. The application/acceptance for funds will be submitted by the required deadline and will meet all Valley Metro eligibility requirements.

The WeRIDE microtransit service is an on-demand, flexible transportation service that operates within Avondale city limits using a fleet primarily consisting of minivans and serves as Avondale's primary mode of

public transportation. WeRIDE provides essential transportation to the general public, veterans, elderly persons, students, and persons with disabilities through app-based and call-center technology with virtual stop locations throughout the service area. Accepting these funds allows the City to maintain current WeRIDE service levels.

BUDGET IMPACT:

The FY26 ALF allocation of \$225,883 will be used for operational expenses related to the WeRIDE microtransit service. These funds have been incorporated into the approved FY26 Transit Budget and are critical to maintaining current service levels.

The acceptance of these funds provides \$225,883 in revenue for the FY26 Transit Budget with no local match requirement. These funds were anticipated and budgeted as part of the FY26 budget process.

RECOMMENDATION:

Staff recommends that City Council adopt Resolution 1078-1225, authorizing the City of Avondale's acceptance of Arizona Lottery Funds in the amount of \$225,883 from Valley Metro for WeRIDE operational expenses, and to authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Harold Siguenza, Assistant Public Works Director

**ALF GRANT APPLICATION FOR
FISCAL YEAR 2025-26**

SECTION I: APPLICANT INFORMATION

Applicant: <u>City of Avondale</u>	Contact: <u>Matthew Dudley</u>
Address: <u>399 E. Lower Buckeye Road</u>	Phone: <u>(623) 333-4458</u>
<u>Avondale, AZ 85323</u>	Fax: _____
e-mail address: <u>mdudley@avondaleaz.gov</u>	

SECTION II: FUNDING REQUEST

Project Funding Summary (include funding from all project applications)

a. Total all ALF Being Requested for Transit Projects (from Project Forms)	\$ 225,883
b. Total Other Funds included in the Projects (from Project Forms)	\$ 3,410,117
c. Grand Total all Funds	\$ 3,636,000

SECTION III: PRIOR YEAR ALF PROJECT STATUS

Funding is available for two years unless an extension is requested. Funding that is not spent within two years is subject to possible redistribution through the annual distribution process to other jurisdictions.

1. Have ALF distributions received by your jurisdiction on or before June 30, 2025 been expended?
Yes X No _____
2. If the funds have been expended, were they spent on the projects as indicated in prior applications?
Yes X No _____
3. If the funds described above have not been expended, what is your ALF fund balance?
\$ _____
4. If the answer to lines 1 or 2 are no, provide a brief description of why the funds were not expended or were not expended on projects originally submitted in an application and explain when the funds are planned to be expended.

Authorized chief financial officer signature:

_____ Date: _____

City of Avondale, Budget and Finance Director
Title

Authorized jurisdictional signature**:

_____ Date: _____

City of Avondale, City Manager
Title

****Signatory should be city, town or county manager or program director.**

**ALF GRANT APPLICATION FOR
FISCAL YEAR 2025-26**

SECTION I: APPLICANT INFORMATION

Applicant: City of Avondale Contact: Matthew Dudley

SECTION II: PROJECT REQUEST(S)

1. Transit Project

- a. Project Title: WeRIDE Microtransit Service
- b. Project Location: City of Avondale
- c. Project Description: The WeRIDE program is an on-demand microtransit service providing flexible, virtual stop transportation within Avondale city limits. The service operates with a fleet of minivans providing public transportation to the general public, elderly, persons with disabilities, veterans, and students using app-based and call-center based technology.

Additional project information may be attached.

- d. ALF funding requested (also include on line 2a) 225,883
- e. Other Funds included in the Project (include on line 2b on page 1) 3,410,117
- f. Total Project Cost 3,636,000
- g. Type of Project: ☐ Planning ☐ Capital ☒ Operations ☐ Other _____
- h. Is the project included in the Regional Transportation Plan? (Yes or No) _____
- i. Is the project included in the TIP or UPWP? (Yes or No) _____

2. Transit Project

- a. Project Title: _____
- b. Project Location: _____
- c. Project Description: _____

Additional project information may be attached.

- d. ALF funding requested (also include on page 1 line 2a) \$
- e. Other Funds included in the Project (include on line 2b on page 1) \$
- f. Total Project Cost \$
- g. Type of Project: ☐ Planning ☐ Capital ☐ Operations ☐ Other _____
- h. Is the project included in the Regional Transportation Plan? (Yes or No) _____
- i. Is the project included in the TIP or UPWP? (Yes or No) _____

RESOLUTION NO. 1078-1225

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION
TO THE VALLEY METRO FOR ARIZONA LOTTERY FUND GRANT FOR
FISCAL YEAR 2026 AND AUTHORIZING THE ACCEPTANCE OF THE
RESULTING GRANT FUNDS.

WHEREAS, Valley Metro is accepting applications from Maricopa County and jurisdictions within the county for Arizona Lottery Fund funding to support public transportation; and

WHEREAS, the City of Avondale (the “City”) desires to submit a grant application for funding for operational support of the City’s WeRIDE program (the “Project”); and

WHEREAS, the Mayor and Council of the City of Avondale (“City Council”) desire to authorize (i) the submission of the grant application, and (ii) and the acceptance and execution of any resulting grant award.

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 the submission of the grant application, attached hereto for the Project to Valley Metro (the “Application”).

SECTION 3. The City Council hereby authorizes (i) the acceptance of any resulting grant award in an amount not to exceed \$225,883 (the “Grant Funds”).

SECTION 4. The City Council hereby authorizes the execution of the grant agreement with Valley Metro relating to the acceptance and administration of the Grant Funds (the “Agreement”).

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit the Application, the Agreement and any other necessary or desirable instruments in connection with the Grant Funds and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
December 15, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

ITEM NUMBER: 4.j.

SUBJECT: Resolution 1079-1225 – Intergovernmental Agreement with the City of Litchfield Park and the City of Avondale for Police Services

MEETING DATE: 12/15/2025

TO: Mayor and Council

FROM: Memo Espinoza, Police Chief

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: **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.

With the City of Litchfield Park being a neighboring city, sharing borders with the City of Avondale and not having a Police Department, this Intergovernmental Agreement strengthens communication and enhances overall community safety for the residents of the City of Avondale and the residents of the City of Litchfield Park.

PURPOSE:

City Council will consider a request to adopt Resolution 1079-1225, approving an Intergovernmental Agreement (IGA) with the City of Litchfield Park to continue to provide law enforcement services to their City through June 30, 2031, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Since July 1, 2021, the City of Avondale has provided police services for the City of Litchfield Park. This Agreement establishes the basis for the Avondale Police Department to continue to provide law enforcement services to the City of Litchfield Park.

DISCUSSION:

This Agreement establishes the basis for the City of Litchfield Park to continue using the Avondale Police to provide Police Services to the City of Litchfield Park. The Agreement includes uniform police coverage, 24 hours a day, seven days a week. It contains five patrol officers, a uniformed school resource/detective officer, a traffic officer, and a sergeant to supervise them. The number of officers and other resources is subject to change due to the need to maintain quality police services. The Agreement also covers equipment and overtime.

The terms of this Agreement shall remain in full force and effect until June 30, 2031, unless earlier terminated as otherwise provided pursuant to the terms and conditions of the agreement. After the expiration of the Initial Term, this agreement may be renewed for up to five successive five-year terms.

BUDGET IMPACT:

The IGA for police services will not result in direct costs to the City of Avondale, and the services provided will be paid for or reimbursed by the City of Litchfield Park. The reimbursable costs for the first year of police services are \$1,793,934. This agreement will be reviewed and revised annually to reflect actual cost changes.

RECOMMENDATION:

Staff recommends that City Council adopt a resolution approving an Intergovernmental Agreement (IGA) with the City of Litchfield Park to provide police services to their community and authorize the necessary documents to be executed.

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

RESOLUTION NO. 1079-1225

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LITCHFIELD PARK RELATING TO LAW ENFORCEMENT SERVICES.

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

SECTION 1. The Intergovernmental Agreement with the City of Litchfield Park relating to law enforcement services (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 15, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1079-1225

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF LITCHFIELD PARK**

THIS INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES (this “Agreement”) is entered into as of November 19, 2025, between the City of Avondale, an Arizona municipal corporation (“Avondale”) and the City of Litchfield Park, an Arizona municipal corporation (“Litchfield”). Avondale and Litchfield are sometimes collectively referred to in this Agreement as the “Parties” and each individually as a “Party.”

RECITALS

A. Litchfield has the authority and obligation, pursuant to the laws of the State of Arizona, to provide for the public health, safety, and welfare of the people and property within its corporate boundaries, including, but not limited to, police protection.

B. Litchfield has neither the trained personnel nor the facilities to provide for law enforcement services.

C. The Avondale Police Department (the “Department”) is a department of Avondale and provides law enforcement services.

D. Avondale and Litchfield are authorized, pursuant to ARIZ. REV. STAT. § 11-951 *et seq.*, to enter into intergovernmental agreements to provide contractual services, if authorized by their governing bodies.

E. Avondale and Litchfield desires to enter into this Agreement, whereby the Department will furnish law enforcement services to Litchfield.

AGREEMENT

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

1. Term of Agreement. The term of this Agreement shall be from November 19, 2025 through June 30, 2031 (the “Initial Term”), unless earlier terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for one five year term and may be renewed for up to five successive five year terms if (A) each Party deems the Agreement to be in the best interests of such Party, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 90 days prior to the end of the then-current term of the Agreement, either Party requests, in writing, to extend the Agreement for an additional five-year term and (C) each Party’s City

Council approves the additional five-year term in writing (including any cost adjustments), as evidenced by an amendment to this Agreement. Both Parties' failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that either Party may, with the agreement of the other Party, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Avondale, through the Department, will provide Law Enforcement Services, as set forth in Exhibit A attached hereto and incorporated herein by reference, to and within the corporate boundaries of Litchfield during the term of this Agreement.

3. Control of Law Enforcement Services. Avondale shall have sole authority to make all law enforcement decisions, including, but not limited to, staffing, officer assignment, management, arrest, and field procedures and policies. Litchfield shall have no right to participate in such decisions and shall not interfere with or countermand such decisions. The Parties agree that all management, control, oversight, supervision, or direction provided to Avondale's employees, agents, contractors, officers, and volunteers is solely within the authority of and the obligation of Avondale. Unless otherwise agreed upon by the Parties, Avondale shall have the sole responsibility and the sole discretion of determining the level and amount of resources, including equipment and personnel, to be provided under the obligations of this Agreement. Avondale agrees that its employees, agents, contractors, officers and volunteers will comply with all applicable laws, personnel rules, policies and procedures, certification and training while providing services under this Agreement within the corporate boundaries of Litchfield. Litchfield may request that an officer be reassigned or removed from service if it is determined that the officer is in violation of the Department policies and procedures, provided that Litchfield shall immediately contact the Avondale Chief of Police or his authorized designee to inform Avondale of such violation. In accordance with the Department's internal policies, Avondale agrees to assign a replacement officer to provide Law Enforcement Services under this Agreement if the removal is deemed appropriate by the Avondale's Police Chief or authorized designee, in his or her sole discretion.

4. Court Services. Joint use of the Avondale City Court is provided for in the separate Intergovernmental Agreement between the Parties dated March 19, 2025.

5. Reimbursement of Law Enforcement Services.

A. Worksheet to Determine Reimbursement Amount. Litchfield agrees to reimburse Avondale for all Law Enforcement Services each fiscal year as outlined herein and as set forth in the Avondale Police Department's Law Enforcement Reimbursement Costs and Charges Worksheet (the "Worksheet"). The Worksheet is attached hereto as Exhibit B and incorporated herein by reference. The Worksheet will be replaced each fiscal year during the term of this Agreement.

B. Annual Review and Revision of Costs. The reimbursement costs for this Agreement are reviewed and revised annually in response to actual changes in costs, e.g. average hourly pay rates, special pay, employer benefits costs and mileage charges. By February 20th of each year within the Initial Term and each Renewal Term, if any, Avondale will provide Litchfield with an updated Worksheet, stating costs and charges for the coming fiscal year. Unforeseeable and unavoidable cost increases effective with the coming fiscal year but unknown at the time of the February 20th issuance of the Worksheet, such as changes in retirement contribution rates, may only be passed through to the Litchfield pursuant to an amendment to this Agreement.

C. Explanation of Costs. The Worksheet shall be beat driven and prepared with the following sections:

1. Personnel Services. Including all salaries and benefits incurred by Avondale for the Law Enforcement Services

2. Vehicle Charges. Litchfield shall have the option to purchase vehicles for use under this Agreement. If Litchfield exercises the option to purchase vehicles, Litchfield shall be responsible for the maintenance and repair costs.

3. Other Equipment and One Time Cost Reimbursement.

(i) Litchfield may be required to fund replacement of equipment used to provide the Law Enforcement Services under this Agreement.

(ii) All one-time equipment items and replacement items regardless of funding source, shall be property of Litchfield, and Avondale shall have the option to purchase any of the one-time equipment subject to a negotiated price between the two parties.

D. Indirect Cost Recovery. Litchfield shall pay Avondale for indirect costs (administrative overhead) as set forth in the Worksheet, attached hereto as Exhibit B.

E. Explanation of Excessive Increase. If the next fiscal year's amount is determined to be more than three percent (3%) higher than the total amount due under the then current fiscal year of this Agreement, Avondale will provide Litchfield with a letter of explanation outlining the required increase in costs.

6. Compensation; Payments.

A. Payments for Law Enforcement Services for each fiscal year of this Agreement shall be made in quarterly installments. Payment must be received 30 days before July 30, October 30, January 30, and April 30. For the remaining fiscal years during the Initial Term and for any Renewal Terms, the compensation amount shall be as set forth in the then-current worksheet as agreed upon by the Parties.

B. Payment for increases (or decreases) in Law Enforcement Services shall be authorized through an amendment to this Agreement and shall be applied to regular quarterly payments unless otherwise specified by such amendment.

C. Failure to make any payment required under this Section 6 shall be deemed a breach of this Agreement and shall be grounds for immediate termination of this Agreement by Avondale, subject to the provisions of Subsection 11(B) below.

7. Cost of Incarceration; Administrative Services. Litchfield Park shall be financially responsible for the incarceration of prisoners arrested by Avondale in the performance of this Agreement.

8. Budget. Subject to Subsection 11(D) below, each Party shall provide for its own financial obligations under this Agreement through its annual budget process or by separate resolution as allowed by law and as deemed appropriate by its City Council. Nothing in this Agreement shall be construed as committing Avondale to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses not expressly set forth in this Agreement.

9. Establishment of Service Priorities.

A. Coordination. Litchfield shall cooperate with Avondale in the performance of Avondale's obligations under this Agreement. The Litchfield City Manager or authorized designee is responsible for coordinating Law Enforcement Services within Litchfield as well as conveying the desires of the Litchfield City Council to the Avondale Chief of Police or his designee.

B. Setting Priorities. A Department Patrol Lieutenant and the Litchfield City Manager or authorized designee shall meet at least once monthly to establish priorities for the delivery of Law Enforcement Services as desired by Litchfield. Priorities shall be communicated through the appropriate Department chain of command to the patrol units providing Law Enforcement Services within Litchfield. The Litchfield City Manager and the Department Lieutenant shall meet as often as necessary on other occasions to ensure the highest quality overall provision of Law Enforcement Services to Litchfield.

C. Criminal Activity Increases. If Department, acting through the Patrol Lieutenant in consultation with the Litchfield City Manager, observes that criminal activity is dramatically increasing in Litchfield, the Department will temporarily deploy support units as deemed reasonably necessary to suppress such activity. Increases and decreases in supplemental service will be supported by relevant crime data. Short term deployments of additional resources will use budgeted money per this Agreement. Longer term deployments will be subject to cost reimbursement pursuant to an amendment to this Agreement.

10. Documents and Records. The Parties agree to maintain and furnish to each other such records, reports and documents pertaining to the Law Enforcement Services provided

pursuant to this Agreement as may be required by applicable federal, state and local laws, rules, and regulations.

11. Termination.

A. Without Cause. Either party may terminate this Agreement upon 180 days' written notice to the other Party.

B. For Cause. In the event of a breach of any of the provisions of this Agreement, either party may terminate this Agreement for cause. The non-breaching party shall serve written notice to the other party specifically setting forth the nature of the breach. If said breach has not been resolved within 60 days after receipt of notice, then the non-breaching party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity, including without limitation, the remedy of specific performance. Both parties shall perform their respective obligations up to the date of termination.

C. Conflict of Interest. This Agreement may be canceled by either Party for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

D. Agreement Subject to Appropriation. Each Party is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during such Party's then current fiscal year. Each Party's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Party concerning budgeted purposes and appropriation of funds. Should either Party elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and such Party shall be relieved of any subsequent obligation under this Agreement. The Parties agree that each Party has no obligation or duty of good faith to budget or appropriate the payment of the Party's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The Parties shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of either Party to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Party. The Parties hereby waives any and all rights to bring any claim against the each other from or relating in any way to the either Party's termination of this Agreement pursuant to this Subsection.

12. Insurance. The Parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insured program may fulfill this insurance requirement. The Parties to this Agreement shall exchange certificates of insurance or self-insurance.

A. General:

1. Additional Insured: Avondale's insurance coverage and self-insured retention or deductible portions, except workers' compensation insurance, shall name, to the fullest extent permitted by law for claims arising out of the performance of the Law Enforcement Services included in this Agreement, Litchfield, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

2. Coverage Term: All insurance required herein shall be maintained in full force and effect until all Law Enforcement Services required to be performed under the terms of this Agreement are satisfactorily performed.

3. Primary Insurance: Avondale's insurance shall be primary insurance with respect to performance of the Law Enforcement Services included in this Agreement and in the protection of Litchfield as an Additional Insured.

4. Policy Deductibles and or Self-Insured Retentions: The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Litchfield. Avondale shall be solely responsible for any such deductible or self-insured retention amount.

B. Required Insurance Coverage:

1. Public Entity Liability: Avondale shall maintain public entity liability coverage for bodily injury and property damage with an unimpaired limit of not less than \$5,000,000 for each occurrence; no aggregate limit. The policy shall cover liability arising from premises/operations and personal injury.

2. Automobile Liability: Avondale shall maintain Business Automobile Liability insurance with a limit of \$5,000,000 combined single limit each occurrence on Avondale's owned, hired and non-owned automobiles assigned to or used in the performance of the Law Enforcement Services under this Agreement.

3. Workers' Compensation Insurance: Avondale shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes.

C. Cancellation, Material Changes and Expiration Notice: Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days' prior written notice to Litchfield.

D. Limitation on Insured Liability. Avondale shall only be liable for such claims, losses, damages or injuries that result from negligent actions or misconduct related to Law Enforcement Services by Avondale as contemplated by this Agreement.

13 Indemnification.

A. Mutual Indemnification; Joint Defense. To the extent permitted by law, Litchfield shall hold harmless Avondale, its Councilmembers, officers, employees, agents, and attorneys, and Avondale shall hold harmless Litchfield, its Councilmembers, officers, employees, agents, and attorneys, from any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and costs of defense arising, directly or indirectly, in whole or in part, out of the exercise of this Agreement. Except for Paragraph 3 above, Avondale is not in any way liable to Litchfield or to any other person, firm, or corporation for the determination to supply or not to supply, or to limit the amount of Law Enforcement Services supplied under this Agreement. In proceeding to and returning from the territory of Litchfield and while providing services under this Agreement, Avondale and all of its agents, employees, contractors and volunteers shall be considered to be an independent contractor for all purposes and not under the direction and control of Litchfield or any of its Council members, employees, contractors or agents. The amount and type of insurance coverage secured by the indemnifying party shall in no way be construed as limiting the scope of the indemnity in this Section.

B. Indemnification for Avondale Police Department Actions. Avondale shall indemnify Litchfield Park, for any suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature brought against Litchfield as a result of any act or omission of the Department which is caused or alleged to have been caused by the negligence or misconduct or intentional act of the Department in the performance of the Law Enforcement Services directly related to this Agreement. Avondale shall pay, on behalf of Litchfield, all judgments, fines, penalties, interest on judgments, fines and penalties, or costs, including attorney's fees, court costs, expert witness fees and discovery costs, associated with a claim brought hereunder. This indemnification obligation shall survive the termination or expiration of this Agreement.

C. Joint Defense and Settlement. The Parties have certain substantially similar interests and recognize that allegations may be asserted against them relating to actions pursuant to this Agreement. In the event of litigation against either party under this Agreement, the parties agree to enter into a Joint Defense Agreement governing the exchange of information and communications between the parties in such litigation. The Parties agree prior to either party entering into negotiations for a settlement of any litigation arising under this Agreement, the party shall advise the other party of its intent to enter into such settlement negotiations not less than ten (10) days prior to such settlement negotiations and to the extent such terms are a public record subject to disclosure, the terms and conditions of such settlement. For purposes of this provision, settlement negotiations include but are not limited to formal or informal mediation, negotiations between the party and/or their counsel and formal settlement conferences through a court proceeding. Nothing in this provision shall be construed to minimize or restrict the rights of either party to indemnification in accordance with the terms of this Agreement.

14 Miscellaneous.

A. Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other, except as provided in Subsection 14(H). Avondale acknowledges and agrees that the services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of Litchfield. Neither party is prohibited from entering into other contracts on the same subject matter as this Agreement. Avondale and Litchfield do not intend to nor will they combine business operations under this Agreement.

B. Entire Agreement; Amendments. This written instrument constitutes the entire agreement between the parties hereto and all prior agreements related to the same subject matter, written or oral, are merged with this Agreement, except as otherwise herein provided. This Agreement may be modified only by a written amendment approved by the Parties' respective City Councils and signed by persons duly authorized to enter into contracts on behalf of Avondale and Litchfield. Any attempt at oral modification of this Agreement shall be void and of no effect.

C. Counterparts. 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 original hereof.

D. Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant to construing this Agreement.

E. Other Acts. The parties agree to execute, acknowledge, and deliver such other documents and instruments and perform such other acts as may be reasonably necessary or appropriate to carry out the full intent and purpose of this Agreement.

F. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

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

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

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

I. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

J. Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by any party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of any party to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the acceptance of services, shall not release the other party from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right to insist upon the strict performance of this Agreement.

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

If to Avondale: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona, 85323
Attn: Memo Espinoza, Chief of Police

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona, 85323
Attn: Ron Corbin, City Manager

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona, 85323
Attn: Nicholle Harris, City Attorney

If to Litchfield Park: City of Litchfield Park
214 West Wigwam Boulevard

Litchfield Park, Arizona 85340
Attn: Honorable Thomas L. Schoaf, Mayor

With copies to: City of Litchfield Park
214 West Wigwam Boulevard
Litchfield Park, Arizona 85340
Attn: Matthew Williams, City Manager

Pierce Coleman, PLLC
Attn: Joseph D. Estes, Esq., City Attorney
17851 N. 85th Street, Suite 175
Scottsdale, Arizona 85255

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

L. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, Avondale warrants compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A).

M. Israel. The Parties certify that neither is currently engaged in and agree for the duration of this Agreement that they will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

[SIGNATURES ON FOLLOWING PAGES]

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

**FOR CITY OF AVONDALE:
PARK:**

FOR CITY OF LITCHFIELD

Mike Pineda Mayor

Thomas L. Schoaf, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

Terri Roth, MMC, City Clerk

APPROVAL AS TO FORM:

The respective attorneys for the City of Avondale and the City of Litchfield Park have reviewed this Agreement and approved it as to form and have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Nicholle Harris, City Attorney

Joseph D. Estes, Pierce Coleman,
PLLC, City Attorney for Litchfield
Park

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF LITCHFIELD PARK

[Scope of Work]

See following pages.

SCOPE OF WORK

Law Enforcement Services shall include:

1. Responsive police and dispatch services. Response call for service will be provided twenty-four (24) hours per day, seven (7) days a week. Emergency priority calls will be handled by following the Avondale Police Department Communication protocol in dispatching and responding to these types of calls.
2. Traffic enforcement and accident investigations
3. Enforcement Support, including specialized response (canine, bomb, squad, S.W.A.T, and volunteer coordination).
4. Investigations of alleged crimes.
5. Community crime prevention and awareness programs and activities, including vacation watch, and Litchfield's Block Watch Program.
6. Property and evidence safekeeping
7. Court security, as needed.
8. Assistance with enforcement of Litchfield ordinances.
9. To the extent possible, inform the Litchfield Public Works Director of any flooding/weather-related traffic problems and other conditions that may pose a risk management or safety threat as it pertains to the Litchfield Park property, observed an officer on patrol.
10. Service of civil documents. Civil papers, including subpoenas issued by the Litchfield Park Magistrate Court, will be served by Avondale.

Law Enforcement Services shall not include:

1. Prosecution services.
2. Jail costs. Any and all jail cost will be paid by Litchfield Park to Avondale or the Maricopa County Sheriff's Office, depending on the location of incarceration. Avondale will utilize its jail facilities for short term stays of less than 48 hours.
3. Zoning and code enforcement, except where available information indicates that a threat to human health or safety exists and that immediate action is required. In such circumstances, law enforcement may, at their discretion, cite a code enforcement violation as a criminal misdemeanor. Litchfield shall be required to authorize the issuance of a

criminal citation for a zoning or code violation and shall bear all liability arising out of or related to law enforcement activities related to zoning or code enforcement.

4. Animal control services, except where available information indicates that a threat to human health or safety exists and/or that criminal activity is underway.

EXHIBIT B
TO
INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF LITCHFIELD PARK

[Worksheet]

See following page.

Avondale Police Services

	FY2025	FY2026	Difference	% Difference
Sergeant	\$ 210,935	\$ 218,100	\$ 7,165	3%
Officers (5)	\$ 792,672	\$ 823,900	\$ 31,228	4%
Detective/SRO (1)	\$ 185,358	\$ 187,200	\$ 1,842	1%
Traffic Officer (1)	\$ -	\$ 83,057	\$ 83,057	
Holiday	\$ 41,806	\$ 42,636	\$ 830	2%
Holiday Differential	\$ 19,377	\$ 20,346	\$ 969	5%
Detective 5%	\$ 4,864	\$ 4,998	\$ 134	3%
Traffic 5%	\$ -	\$ 7,011	\$ 7,011	
Overtime	\$ 150,091	\$ 157,596	\$ 7,505	5%
Equipment	\$ 58,100	\$ 40,200	\$ (17,900)	-31%
Mileage	\$ -	\$ -	\$ -	
Indirect Cost	\$ 146,300	\$ 179,090	\$ 32,790	22%
One-time Equipment	\$ -	\$ 29,800	\$ 29,800	
Total	\$ 1,609,503	\$ 1,793,934	\$ 184,431	11%

ITEM NUMBER: 4.k.

SUBJECT: Resolution 1080-1225 - Intergovernmental Agreement with the Arizona Department of Transportation for the Grant Acceptance from the Federal Highway Administration for Agua Fria Trail Phase 2 Pedestrian Bridge

MEETING DATE: 12/15/2025

TO: Mayor and Council

FROM: Kimberly Moon, City Engineer

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: **Resilient Infrastructure & Transportation**

Avondale invests in safe and sustainable infrastructure, including water, roads, and utilities, and actively participates in regional planning and development.

PURPOSE:

City Council will consider a request to adopt Resolution 1080-1225, approving an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for the Agua Fria Trail Phase 2 Pedestrian Bridge North Connection Project to allow the City to access federal funds awarded for the project and establish the ADOT as the City's designated agent for design review, bidding, award, and construction administration and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Avondale was awarded funding through the Agua Fria Trail Phase 2 Pedestrian Bridge Grant by the Federal Highway Administration, administered through the Arizona Department of Transportation (ADOT). Currently, access to Friendship Park by bicycle or on foot is only possible through the City's arterial roadway network, requiring travel along high-volume corridors such as McDowell Road, Dysart Road, and Avondale Boulevard, where significant traffic raises safety concerns and demands heightened caution from pedestrians and cyclists. Residents who rely on non-motorized transportation reasonably expect safe and convenient pathways to parks and recreational facilities, yet the absence of such infrastructure limits equitable access to Friendship Park and restricts mobility options for many community members.

DISCUSSION:

The City of Avondale has been awarded \$500,000 in Congressionally Directed Spending through the Federal Highway Administration's Highway Infrastructure Program, administered by ADOT. The project, included in the Maricopa Association of Governments (MAG) Transportation Improvement Program, will construct the north

trail connection to a future pedestrian bridge over the ADOT drainage channel near Interstate 10. This improvement will provide a safe, grade-separated crossing and enhance multimodal access to Friendship Park, one of the City's most utilized recreational facilities.

Currently, pedestrian and bicycle access to Friendship Park is limited to major arterial roadways, creating significant safety challenges and discouraging non-motorized travel. The project will provide a safer and more equitable access point for residents who rely on walking and bicycling, while also completing the internal trail loop around the park's soccer fields to improve recreational connectivity.

The scope of work includes site preparation, removals, earthwork, utility relocations, construction of a multi-use path with amenities and landscaping, and extension of electrical service for pedestrian lighting and future bridge needs. The City will administer and fund the design phase, secure easements, coordinate utilities, and assume long-term maintenance, while ADOT will review and approve the design, advertise and award the construction contract, and administer construction.

Financially, the project is supported by the \$500,000 federal earmark for construction, with the City responsible for approximately \$30,223 in local match funding (5.7%), an estimated \$30,000 ADOT administrative fee, and additional costs for design and consultant services. Construction is expected to begin in spring of 2027 and conclude in fall of 2027. Staff recommends Council approval of the IGA with ADOT, authorization of the administrative fee, and commitment of the required local match and design services to advance this important community connectivity project.

BUDGET IMPACT:

The transfer will reduce unanticipated special revenues by \$500,000 and create a new project called Agua Fria Trail Predestination Bridge North Landing (P0509).

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving the Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for the AZ107 Agua Fria Trail Phase 2 Pedestrian Bridge Project in the amount of \$500,000 for Fiscal Year 2026, approve the Intergovernmental Agreement, authorize staff to take all necessary actions to execute and implement its terms, and approve a transfer of \$500,000 from unanticipated special revenues to a new project called Agua Fria Trail Predestination Bridge North Landing (P0509).

Contact person for document distribution: Jonathan Almanza, Kimberly Moon



U.S. Department
of Transportation
**Federal Highway
Administration**

Memorandum

Subject: **ACTION:** Highway Infrastructure Programs Projects designated in Division F of the Consolidated Appropriations Act, 2024 Allocation of Y603 Funds [CFDA No. 20.205]

Date: May 10, 2024

In Reply
Refer to: HISM-40

From: Peter J. Stephanos **PETER JOHN STEPHANOS**
Director, Office of Stewardship, Oversight,
and Management

Digitally signed by PETER JOHN
STEPHANOS
Date: 2024.05.10 09:38:49 -0400

To: Brian R. Bezio
Chief Financial Officer

Division Administrators

The Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2024 (Division F of the Consolidated Appropriations Act, 2024 (Public Law 118-42)) appropriates a total of \$2,224,676,687 for Highway Infrastructure Programs (HIP) from the General Fund of the Treasury for fiscal year (FY) 2024. Of such amount, \$1,884,176,687 is set aside for “Community Project Funding / Congressionally Directed Spending.” The project descriptions for the 690 projects can be found in the “Community Project Funding / Congressionally Directed Spending” table in the Joint Explanatory Statement incorporated by reference in Division F of the Consolidated Appropriations Act, 2024, and are also included in the attachment to this memo. With this memorandum, FHWA is allocating \$1,862,296,687 for 679 projects to State departments of transportation (DOTs) and territories. The Office of Federal Lands Highway (FLH) will distribute funding for 11 tribal community projects totaling \$21,880,000. These funds are in addition to any other funds, including contract authority, provided in FY 2024. This funding is not subject to any obligation limitation that applies to Federal-aid contract authority.

With this memorandum, we are requesting the Budget Execution Team in the Office of Budget to allocate in the Fiscal Management Information System (FMIS) **\$1,862,296,687 for 679 projects to the States, as indicated in the attachment to this memorandum (FMIS program code Y603; DELPHI fund value 1570651B50.)**

These funds remain available for obligation through September 30, 2027. Any such amounts not obligated on or before September 30, 2027, shall expire. Once the period for obligation

has expired, these funds will only remain available for adjusting and liquidating obligations as authorized in accordance with title 31, United States Code (U.S.C.), section 1553. Obligated earmark balances are available for expenses properly charged to the account and incurred until September 30, 2032. After that date, any unexpended balances shall be cancelled in accordance with 31 U.S.C. 1552 and shall no longer be available for obligation or expenditure.

Demo IDs have been assigned for each project to properly track these funds to ensure that they are only obligated and expended for the specific project for which they were designated. Each project has been assigned a unique Demo ID that links the funding to the specific project description as listed in the Joint Explanatory Statement accompanying the Consolidated Appropriations Act, 2024. Since the project description defines the scope of work on which the funds may be legally expended, the funding for the project can only be utilized for the activities within the scope and physical limits of the project as defined by the project description. The Demo IDs under which these funds are being distributed are also included in the attachment to this memorandum.

Except as otherwise provided, these funds are to be administered as if apportioned under chapter 1 of title 23, U.S.C.¹ Therefore, these projects are to be administered as title 23 projects in accordance with the applicable statutory and regulatory provisions contained in title 23, U.S.C. and Code of Federal Regulations (CFR), as well as other applicable Federal requirements, such as the National Environmental Policy Act (42 U.S.C. 4321, et seq.) and the Disadvantaged Business Enterprise Program. The State or territory, through its DOT in accordance with 23 U.S.C. 302, is the direct recipient of funds allocated by this memorandum and is responsible for administration of these funds. If the State DOT acts as a pass-through entity of Federal assistance, the State DOT maintains the passthrough responsibilities specified in 2 CFR 200.332 and 23 U.S.C. 106(g)(4).

The maximum Federal share for these projects is governed by 23 U.S.C. 120, as amended. It is generally 80 percent (See 23 U.S.C. 120(b)). The maximum Federal share for projects on the Interstate System is 90 percent unless the project adds lanes that are not high-occupancy-vehicle or auxiliary lanes (23 U.S.C. 120(a)) and eligible toll facilities (23 U.S.C. 129(a)(5)) which are limited to 80 percent. The Federal share for a project in the territories is 100% (23 U.S.C. 120(g)). See the [Federal Share Fact Sheet](#) for additional information.

Generally, project agreements should not be modified to replace one Federal fund category with another unless specifically authorized by statute (23 CFR 630.110(a)). For additional information on earmarked funds, see [Q&As on Obligation of Earmarked Funds for Federal-Aid Projects](#).

Earmarked funds shall not participate in costs incurred prior to the date of project agreement (23 CFR 630.106(b)).

Division F of the Consolidated Appropriations Act, 2024, section 419(b), revised a project description from the Consolidated Appropriations Act, 2023, in the State of New York. That

¹ Tribal projects funded from these amounts are to be administered as if allocated under chapter 2 of title 23, U.S.C.

project, Demo ID NY792, has been amended from “Road Raising & Flood Resiliency for Amity Harbor and American Venice Project” to “Town of Babylon Federal Aid Roadway Improvement Project.” The project description will be revised in FMIS.

The State of Washington has requested in writing that the funds authorized for Demo ID WA372 “Hood River - White Salmon Interstate Bridge Replacement” 2024 project be transferred to the State of Oregon for obligation and administration in accordance with 23 U.S.C. 104(f)(3).

Further, we ask that you remind the States and territories that the Community Project Funding / Congressionally Directed Spending provided in FY 2022 (program code Y928) will expire at the end of FY 2025, and the funds provided in FY 2023 (program code Y926) will expire at the end of FY 2026. These funds will remain available for obligation in FMIS until September 30 of the applicable year.

For a project authorized from FY 2022 to FY 2024, if your staff becomes aware that 1) a State or territory will not use the funds, 2) the funds are not needed, or 3) the project otherwise cannot be advanced, please report that information to my office.

By copy of this memorandum, we request that the Budget Execution Team (HCFB-12) in the Office of Budget to update FMIS as follows:

- 1) enter the Demo IDs identified in the attached table;
- 2) process this allocation of funds, with an equal amount of obligation authority; and,
- 3) revise the project description for Demo ID NY792 to “Town of Babylon Federal Aid Roadway Improvement Project”.

If there are any questions or to provide project status information as requested above, please contact Tony DeSimone at 317-226-5307 or by email at Anthony.DeSimone@dot.gov.

Attachment

cc:

HISM-1 (Stephanos, Peter)
 HISM-40 (Pratt, Samantha; Bartz, David; DeSimone, Anthony)
 HIF-20 (Young, Charlena; Sullivan, Amy)
 HCFB-12 (Kwok, Lily; Solomon, Betel)
 HPLS (Lomax, Brian; Dane, Heather; Guendert, Zan)
 FHWA-#ALLDA-OfficialMailbox
 FHWA-#ALLDFS-OfficialMailbox
 FHWA Financial Management-All
 FHWA, CFO (Official Mailbox)

Consolidated Appropriations Act, 2024
(Public Law 118-42) Division F, Title I, Highway Infrastructure Programs

			Amount available under P.L. 118-42		Allocation of Y603 Funds This Memorandum		Obligation Authority This Memorandum DELPHI Code 1570651B50.2024.050	
State	Demo ID	Project	Project	State Total	Project	State Total	Project	State Total
AK	AK180	Scow Bay Vessel Haul Out Project	4,116,279		4,116,279		4,116,279	
AK	AK181	Anton Larsen Bay Road Extension	2,500,000		2,500,000		2,500,000	
AK	AK182	Shotgun Cove Road Construction	3,000,000		3,000,000		3,000,000	
Alaska				9,616,279		9,616,279		9,616,279
AL	AL220	Interchange Lighting at SR-24 (Corridor V)	1,120,000		1,120,000		1,120,000	
AL	AL221	U.S. Highway 411 Reroute Planning, Design and Construction Project	6,500,000		6,500,000		6,500,000	
AL	AL222	Multiphase Transportation Project Feasibility Study	1,000,000		1,000,000		1,000,000	
AL	AL223	Realignment of SR 22	11,099,750		11,099,750		11,099,750	
AL	AL224	Huntsville Northern Bypass Project	8,300,000		8,300,000		8,300,000	
AL	AL225	Additional Lanes SR-2 (U.S. 72) from County Line Road to Providence Main Road	980,000		980,000		980,000	
AL	AL226	Bethel Road Widening and Resurfacing	960,000		960,000		960,000	
AL	AL227	Athens Line Road at Highway 72 Safety Access	700,000		700,000		700,000	
AL	AL228	CR-9 Widening and Resurfacing Project	1,000,000		1,000,000		1,000,000	
AL	AL229	SR-167 Improvements	20,000,000		20,000,000		20,000,000	
AL	AL230	Talladega County SR-77 Improvements	3,000,000		3,000,000		3,000,000	
AL	AL231	SR-35 Lane Improvements	4,000,000		4,000,000		4,000,000	
Alabama				58,659,750		58,659,750		58,659,750
AR	AR158	Construction of Future I-57 from Walnut Ridge to Missouri State Line	6,000,000		6,000,000		6,000,000	
AR	AR159	Highway 412 Corridor Improvements	3,000,000		3,000,000		3,000,000	
AR	AR160	U.S. Highway 82 Corridor Improvements	5,000,000		5,000,000		5,000,000	
AR	AR161	Arkansas Highway 10 - Greenwood Bypass	5,000,000		5,000,000		5,000,000	
AR	AR162	Arkansas Highway 412 Corridor Improvements	5,000,000		5,000,000		5,000,000	
AR	AR163	Ebbing Traffic Infrastructure Enhancements	2,500,000		2,500,000		2,500,000	
AR	AR164	I-49 Extension	67,000,000		67,000,000		67,000,000	
Arkansas				93,500,000		93,500,000		93,500,000
AZ	AZ101	Buffalo Soldier Trail Reconstruction Phase I	3,792,927		3,792,927		3,792,927	
AZ	AZ102	Campbell Avenue Extension	3,000,000		3,000,000		3,000,000	
AZ	AZ103	Thornton Road Widening	3,795,000		3,795,000		3,795,000	
AZ	AZ104	Intelligent Transportation System (ITS) and Dilemma Zone Advance Detection Technology Upgrades	500,000		500,000		500,000	
AZ	AZ105	Roadway and Pedestrian Safety Improvements	1,616,279		1,616,279		1,616,279	
AZ	AZ106	Sacaton Local Road Paving - Gila River Indian Community*	850,000		0		0	
AZ	AZ107	Agua Fria Trail Phase 2 Pedestrian Bridge	500,000		500,000		500,000	

			Amount available under P.L. 118-42		Allocation of Y603 Funds This Memorandum		Obligation Authority This Memorandum DELPHI Code 1570651B50.2024.050	
State	Demo ID	Project	Project	State Total	Project	State Total	Project	State Total
AZ	AZ108	Santa Cruz County Ruby Road Bridge over the Potrero Creek and Union Pacific Railroad	3,600,000		3,600,000		3,600,000	
AZ	AZ109	Casa Grande Ash Avenue Roundabout	2,500,000		2,500,000		2,500,000	
AZ	AZ110	Oro Valley Honeybee Wash Bridge Deck Repairs	685,000		685,000		685,000	
AZ	AZ111	Tolleson I-10 Frontage Road	3,600,000		3,600,000		3,600,000	
Arizona				24,439,206		23,589,206		23,589,206
CA	CAA10	SR-210 at 5th Street Interchange Improvements	3,000,000		3,000,000		3,000,000	
CA	CAA11	Advanced Traffic Management System (ATMS)	1,000,000		1,000,000		1,000,000	
CA	CAA12	American River Parkway Trail Safety Renovation	500,000		500,000		500,000	
CA	CAA13	Citrus Heights Intelligent Transportation System Enhancements	1,616,279		1,616,279		1,616,279	
CA	CAA14	City of Simi Valley Barnard Street Bridge Rehabilitation Project	268,283		268,283		268,283	
CA	CAA15	City of Camarillo Bridge Replacement at Las Posas Road and Ventura Blvd	850,000		850,000		850,000	
CA	CAA16	County Line Road Improvement Project	4,000,000		4,000,000		4,000,000	
CA	CAA17	Ontario Avenue/I-15 Multimodal Corridor Enhancement Project	4,000,000		4,000,000		4,000,000	
CA	CAA18	Highway 111 Resurfacing Project	4,000,000		4,000,000		4,000,000	
CA	CAA19	I-215 and Garbani Road Interchange Project	2,200,000		2,200,000		2,200,000	
CA	CAA20	I-10 Cherry Valley Interchange Project	2,000,000		2,000,000		2,000,000	
CA	CAA21	State Route 227 Multimodal Corridor– Edna Valley Trail Segments 6 & 7	850,000		850,000		850,000	
CA	CAA22	Ygnacio Valley Road Rehabilitation from Oak Grove Road to City Limits Project	1,235,057		1,235,057		1,235,057	
CA	CAA23	Saratoga Safe Routes to School	500,000		500,000		500,000	
CA	CAA24	Hamilton Avenue Rehabilitation and Complete Streets Improvements	500,000		500,000		500,000	
CA	CAA25	Monterey Road Corridor Safety and Transit Improvements	500,000		500,000		500,000	
CA	CAA26	Martinez San Francisco Bay Trail Gap Closure Project	900,000		900,000		900,000	
CA	CAA27	State Route 37 / Fairgrounds Drive Interchange Improvement Project	850,000		850,000		850,000	
CA	CAA28	San Pablo Avenue Complete Street/Bay Trail Gap Closure	1,000,000		1,000,000		1,000,000	
CA	CAA29	San Pablo Avenue Bridge Replacement/Complete Streets Project	850,000		850,000		850,000	
CA	CAA30	Magic Mountain Parkway Project	5,000,000		5,000,000		5,000,000	
CA	CAA31	Santa Clarita Valley Multimodal and Resiliency Enhancements	5,000,000		5,000,000		5,000,000	
CA	CAA32	Lancaster City Avenue M Interchange Project	2,000,000		2,000,000		2,000,000	

RESOLUTION NO. 1080-1225

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE DESIGN AND CONSTRUCTION OF THE AGUA FRIA TRAIL PHASE 2 PEDESTRIAN BRIDGE.

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

SECTION 1. The Intergovernmental Agreement with the State of Arizona, Department of Transportation, relating to the design and construction of the north pedestrian trail connection to the future Agua Fria Trail Pedestrian Bridge (the “Agreement”), is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 15, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1080-1225

[Agreement]

See following pages.

ADOT CAR No.: IGA 25-0011177-I
AG Contract No.: P0012025000678
Project Location/Name: Agua Fria Trail
Phase 2 Pedestrian Bridge
Type of Work: Trail Construction for
Future Bridge
Federal-aid No.: AVN-0(229)T
ADOT Project No.: T0695 01D/01C
TIP/STIP No.: AVN26-540D/AVN26-540C
ALN: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 105052

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF AVONDALE

THIS AGREEMENT ("Agreement") is entered into this date December 15, 2025, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The Local Agency has received funding through Fiscal Year (FY) 2024 Allocation of Highway Infrastructure Programs (HIP) Congressionally Directed Spending Projects (Earmarks) for the work proposed under this Agreement which consists of the construction of the north pedestrian trail connection to the future pedestrian bridge over the ADOT drainage channel in Friendship Park between Interstate 10 and McDowell Road, (the "Project"). The Project includes removals, earthwork, utility relocations, multiuse path and amenities, extension of electrical services for lighting along the path and for the future bridge, landscaping, and related items. The Project cost, shown in Exhibit A, is estimated at \$780,000, which includes federal aid and the Local Agency's funds. The Local Agency will administer the design at their own cost, and the State will review the design, advertise, bid and award, and administer the construction of the Project.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.
5. The foregoing Recitals and all Exhibits referred to herein and attached shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
 - b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement. ADOT shall provide the Local Agency with written notice of any costs exceeding the initial estimate prior to such costs being incurred and obtain concurrence prior to continuing with the Project.
 - c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
 - d. The Project will be completed in accordance with the memorandum dated May 10, 2024 shown in Exhibit B.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's initial Project Development Administration (PDA) costs, estimated at \$30000. If PDA costs exceed the estimate during the review of design, notify the Local Agency, obtain concurrence prior to continuing with the review of design, and invoice as determined by ADOT and the Local

Agency for additional costs to complete PDA for the Project. After the Project costs are finalized, invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA.

- c. After receipt of the PDA costs, review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the Local Agency as appropriate.
 - d. After completion of design review and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at \$250,000. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
 - e. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.
 - f. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
 - g. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.
 - h. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
3. The Local Agency will:
- a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay the initial PDA costs, estimated at \$30,000. Agree to be responsible for actual PDA costs, if during the review of design, PDA costs exceed the initial estimate. Be responsible for the difference between the estimated and actual PDA costs of the Project.
 - c. Prepare and provide design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects

for and to receive federal funds; incorporate design review comments from the State, as appropriate.

- d. Enter into an agreement with the design consultant which states that the design consultant will provide professional post-design services as required and requested throughout and at completion of the construction phase of the Project. After final acceptance of the Project, provide an electronic version of the record drawings to the ADOT Project Manager.
- e. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at \$250,000, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
- f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- g. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
- h. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).
- i. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.

- j. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
- k. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.
- l. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- m. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. Cancellation. This Agreement may be canceled at any time up to 30 days before the award of the Project contract, so long as the canceling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused

by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for **Road and Bridge Construction**, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Programmed Federal Funds. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.
13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
 Joint Project Agreement Group
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, AZ 85007
JPABranch@azdot.gov

City of Avondale
 Attn Kimberly Moon
 11465 W. Civic Center Drive
 Avondale, AZ 85323
 623.333.4241
kmoon@avondaleaz.gov

For Project Administration:

Arizona Department of Transportation
 Project Management Group
 205 S. 17th Avenue, Mail Drop 614E
 Phoenix, AZ 85007
PMG@azdot.gov

City of Avondale
 Attn Kimberly Moon
 11465 W. Civic Center Drive
 Avondale, AZ 85323
 623.333.4241
kmoon@avondaleaz.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Avondale
Attn Kimberly Moon
11465 W. Civic Center Drive
Avondale, AZ 85323
623.333.4241
kmoon@avondaleaz.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.
23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
24. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF AVONDALE

By _____ Date _____
MIKE PINEDA
Mayor

ATTEST:

By _____ Date _____
MARCELLA SARMIENTO
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Avondale, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 9-240 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.
Approved as to Form:

By _____ Date _____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
AUDRA MERRICK, PE
Project Delivery and Operations Division
Division Director

This Agreement between public agencies, the State of Arizona and City of Avondale, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

EXHIBIT A**Cost Estimate****T0695 01D/01C**

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost, non-federal-aid:

Local Agency's costs @ 100%	30,000
Subtotal – PDA	\$ 30,000

Construction:*

Federal-aid funds @ 94.3%	\$ 500,000
Local Agency's match @ 5.7%	30,223
Local Agency's costs @ 100%	219,777
Subtotal – Construction	\$ 750,000
Estimated TOTAL Project Cost	\$ 780,000
Total Estimated Local Agency Funds	\$ 280,000
Total Federal Funds	\$ 500,000

* (Includes a minimum 20% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)

ITEM NUMBER: 4.1.

SUBJECT: Resolution 1081-1225 - First Amendment to District Development, Financing Participation, Waiver, and Intergovernmental Agreement - Alamar Community Facilities District (CFD)

MEETING DATE: 12/15/2025

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 and Effective Government

Avondale's elected leaders, employees, and strategic partners collaborate to serve as a model of innovation, efficiency, and responsive government.

PURPOSE:

City Council will consider a request to adopt Resolution 1081-1225, approving and authorizing the first amendment to district development, financing participation and intergovernmental agreement for the Alamar CFD and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The amendment replaces Brookfield Residential (Arizona) LLC with Brookfield Communities US LLC and North America Sekisui House, LLC. This amendment was requested by the developer because of corporate restructuring. The Council will take appropriate action.

BACKGROUND:

The Alamar Community Facilities District (CFD) was established by City Council on May 10, 2018. On October 10, 2018, Brookfield Residential (Arizona) LLC and Brookfield Lakin LLC, entered a District Development, Financing Participation and Intergovernmental Agreement with the CFD and the City of Avondale, Arizona. The Development agreement specified the conditions, terms, restrictions and requirements for "public infrastructure" and its financing.

Due to corporate restructuring, Brookfield has requested replacing Brookfield Residential (Arizona) LLC with Brookfield Communities US LLC and North America Sekisui House, LLC. All other provisions of the development agreement remain the same.

DISCUSSION:

The requested amendment along with financial statements for Brookfield Communities US LLC and North America Sekisui House, LLC have been reviewed by the City's bond counsel, the City's financial advisor, and

city staff. The replacement entities appear to have the necessary financial capacity needed for the development agreement.

BUDGET IMPACT:

The amendment will not impact the City's or Board's budget.

RECOMMENDATION:

Staff recommends adopting a resolution amending the development agreement to replace Brookfield Residential (Arizona) LLC with Brookfield Communities US LLC and North America Sekisui House, LLC.

Contact person for document distribution: Keith Fallstrom

When recorded, return to:

Paul Gales, Esq.
Greenberg Traurig, LLP
2375 East Camelback Road, Suite 800
Phoenix, Arizona 85016

Amends 2018-0799912
Recorded at 04:37
on October 25, 2018

FIRST AMENDMENT
TO
DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND
INTERGOVERNMENTAL AGREEMENT
(ALAMAR COMMUNITY FACILITIES DISTRICT)

THIS FIRST AMENDMENT, dated as of _____ 1, 20__ (hereinafter referred to as this “*Amendment*”), TO DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND INTERGOVERNMENTAL AGREEMENT (ALAMAR COMMUNITY FACILITIES DISTRICT), dated as of October 1, 2018, by and among the City of Avondale, Arizona, a municipality duly incorporated and validly existing pursuant to the laws of the State of Arizona (hereinafter referred to as the “*Municipality*”); Alamar Community Facilities District, a community facilities district formed by the Municipality, and duly organized and validly existing, pursuant to the laws of the State of Arizona (hereinafter referred to as the “*District*”); Brookfield Lakin LLC, a limited liability limited company duly organized and validly existing pursuant to the laws of the State of Delaware, which has an interest in certain property within the boundaries of the District and is an investor, developer, guarantor and indemnitor (hereinafter referred to as the “*Developer*”); Brookfield Communities US LLC, a limited liability limited company duly organized and validly existing pursuant to the laws of the State of Delaware, which has an interest in certain property within the boundaries of the District and is an investor, guarantor and indemnitor but is not a developer (hereinafter referred to as “*Brookfield Communities*”); and North

America Sekisui House, LLC, a limited liability limited company duly organized and validly existing pursuant to the laws of the State of Delaware, which has an interest in certain property within the boundaries of the District and is an investor, guarantor and indemnitor but is not a developer (hereinafter referred to as “*Sekisui*” and, together with Brookfield Communities, the “*Indemnitor Parties*”);

W I T N E S S E T H:

WHEREAS, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (hereinafter referred to as the “*Act*”), and Section 9-500.05, Arizona Revised Statutes, the Municipality, the District and certain entities which at various times have had an interest in real property within the boundaries of the District entered into a District Development, Financing Participation, Waiver and Intergovernmental Agreement (Alamar Community Facilities District), dated as of October 1, 2018 (hereinafter referred to as the “*Agreement*”), as a “development agreement” to specify, among other things, conditions, terms, restrictions and requirements for “public infrastructure” (as such term is defined in the Act) and the financing of public infrastructure and subsequent reimbursements or repayments over time; and

WHEREAS, with regard to the real property described in the Exhibit hereto (hereinafter referred to as the “*Property*”) which makes up the real property included within the District, some of such matters are specified in the Agreement, particularly matters relating to the acquisition of certain public infrastructure by the District, the acceptance thereof and the reimbursement or repayment with respect thereto, all pursuant to the Act, such public infrastructure being necessary to develop the Property prior to the time at which the District can itself pay for the construction or acquisition thereof; and

WHEREAS, the Agreement, including as amended by this Amendment, as a “development agreement” is consistent with the “general plan” of the Municipality (as defined in Section 9-461, Arizona Revised Statutes) applicable to the Property on the date the Agreement and on the date this Amendment was and is, respectively, executed;

NOW, THEREFORE, in the joint and mutual exercise of their powers, in consideration of the above premises and of the mutual covenants herein contained and for other valuable consideration, and subject to the conditions set forth herein, the parties hereto agree that:

Section 1. Notwithstanding any other provision hereof and prospectively from _____, 20__ (hereinafter referred to as the “*Effective Date*”), Brookfield (as such entity is identified in the Agreement) shall be released from and shall no longer be bound by the Agreement with respect to acts, omissions or events first arising after the Effective Date. Prospectively from the Effective Date, the Indemnitor Parties shall be bound, jointly and severally, by the terms of the Agreement whenever, pursuant to the Agreement, Brookfield would have been so bound with respect to acts, omissions or events first arising after the Effective Date.

Section 2. For the period from and after the Effective Date, any reference in the Agreement to “Brookfield” shall be deemed to be to “Indemnitor Parties” (as such term is defined herein) instead.

Section 3. The provisions of the Agreement are otherwise hereby ratified and confirmed in all respects, in particular the indemnification provided by Article VIII thereof being effective in all respects as it relates to this Amendment.

Section 4. This Amendment shall be binding upon and shall inure to the benefit of the parties to this Amendment and their respective legal representatives, successors and assigns; provided, however, that none of the parties hereto shall be entitled to assign its right hereunder or under any document contemplated hereby without the prior written consent of the other parties to this Amendment, which consent shall not be unreasonably withheld.

Section 5. Each party hereto shall, promptly upon the request of any other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Amendment.

Section 6. The Agreement, as amended by this Amendment, sets forth the entire understanding of the parties as to the matters set forth herein as of the date this Amendment

is executed and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto. The Agreement, as amended by this Amendment, is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

Section 7. This Amendment shall be governed by and interpreted in accordance with the laws of the State of Arizona.

Section 8. The waiver by any party hereto of any right granted to it under this Amendment shall not be deemed to be a waiver of any other right granted in this Amendment nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived under or by this Amendment.

Section 9. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which taken together shall constitute one of the same instrument.

Section 10. (a) Pursuant to Section 38-511, Arizona Revised Statutes, the Municipality or the District may, within three years after its execution, cancel this Amendment, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Amendment on behalf of the Municipality or the District, as applicable, is, at any time while this Amendment is in effect, an employee or agent of the Developer, Brookfield Communities or Sekisui (collectively for purposes of this Section, hereinafter referred to as the "*Brookfield/Sekisui Entities*") in any capacity or a consultant to any other party of this Amendment with respect to the subject matter of this Amendment and may recoup any fee or commission paid or due any person significantly involved in initiating, negotiating, securing, drafting or creating this Amendment on behalf of the Municipality or the District, as applicable, from the Brookfield/Sekisui Entities arising as the result of this Amendment. The Brookfield/Sekisui Entities have not taken and shall not take any action which would cause any person described in the preceding sentence to be or become an employee or agent

of the Brookfield/Sekisui Entities in any capacity or a consultant to any party to this Amendment with respect to the subject matter of this Amendment.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, the Brookfield/Sekisui Entities each shall comply with all federal immigration laws and regulations that relate to their employees and their compliance with the “e-verify” requirements under Section 23-214(A), Arizona Revised Statutes. The breach by either of them of the foregoing shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the Municipality or the District. The Municipality and the District retain the legal right to randomly inspect the papers and records of the Brookfield/Sekisui Entities to ensure that they are complying with the foregoing. The Brookfield/Sekisui Entities shall keep such papers and records open for random inspections during normal business hours by the Municipality or the District. The Brookfield/Sekisui Entities shall cooperate with the random inspections by the Municipality or the District including granting the District entry rights onto their property to perform such random inspections and waiving their respective rights to keep such papers and records confidential.

(c) To the extent applicable under Section 35-393 et seq., Arizona Revised Statutes, the Brookfield/Sekisui Entities hereby severally, and not jointly, certify that they are not currently engaged in, and for the duration of this Amendment shall not engage in, a boycott of Israel. The term “boycott” has the meaning set forth in Section 35-393, Arizona Revised Statutes. If the Municipality or the District determines that the above certification of the Brookfield/Sekisui Entities is false or that any has breached such agreement, the Municipality or the District, as applicable, may impose remedies as provided by law.

(d) To the extent applicable under Section 35-394, Arizona Revised Statutes, the Brookfield/Sekisui Entities hereby severally, and not jointly, certify they do not currently, and for the duration of this Amendment shall not use: (i) the forced labor of ethnic Uyghurs in the People’s Republic of China, (ii) any goods or services produced by the forced labor

of ethnic Uyghurs in the People's Republic of China, and (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. The foregoing certification is made to the best knowledge of the Brookfield/Sekisui Entities without any current independent investigation or without any future independent investigation for the duration of this Amendment. If any of the Brookfield/Sekisui Entities becomes aware during the duration of this Amendment that it is not in compliance with such certification, the Brookfield/Sekisui Entities, as applicable, shall take such actions as provided by law, including providing the required notice to the Municipality and the District. If the Municipality or the District determines that Avanti or Mystic are not in compliance with the foregoing certification, the Brookfield/Sekisui Entities, as applicable, shall take remedial action to comply with such certification.

Section 11. (a) If any provision of this Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

(b) No later than ten (10) days after this Amendment is executed and delivered by each of the parties hereto, the District shall record a copy of this Amendment with the County Recorder of Maricopa County, Arizona.

(c) Unless otherwise expressly provided, the agreements contained herein shall be deemed to be material and continuing, shall not be merged and shall survive any conveyance or transfer provided herein.

[Signature page follows.]

IN WITNESS WHEREOF, the officers of the Municipality and the District have duly affixed their signatures and attestations, and the officers of the Developer, Brookfield Communities and Sekisui their signatures, all as of the day and year first written above.

CITY OF AVONDALE, ARIZONA

By.....
Mike Pineda, Mayor

ATTEST:

.....
Marcella Sarmiento, City Clerk

Pursuant to A.R.S. Section 11-952(D), this Amendment has been reviewed by the undersigned attorney for the Municipality, who has determined that this Amendment is in proper form and is within the powers and authority granted pursuant to the laws of this State to the Municipality.

.....
Nicholle Harris, City Attorney

ALAMAR COMMUNITY FACILITIES
DISTRICT

By.....
Mike Pineda, Chairman, Board of Directors

ATTEST:

.....
Marcella Sarmiento, District Clerk

Pursuant to A.R.S. Section 11-952(D), this Amendment has been reviewed by the undersigned attorney for the District, who has determined that this Amendment is in proper form and is within the powers and authority granted pursuant to the laws of this State to the District.

.....
Nicholle Harris, District Counsel

AGREED TO AND ACCEPTED BY:

BROOKFIELD LAKIN LLC,
a Delaware limited liability company

By.....
Name.....
Title.....

BROOKFIELD COMMUNITIES US
LLC, a Delaware limited liability company

By.....
Name.....
Title.....

NORTH AMERICA SEKISUI HOUSE, LLC,
a Delaware limited liability company

By.....
Name.....
Title.....

CONSENT

Brookfield Residential (Arizona) LLC hereby consents to the execution and recording of that certain First Amendment to District Development, Financing Participation, Waiver and Intergovernmental Agreement (Alamar Community Facilities District), dated as of _____ 1, 20__, by and among the City of Avondale, Arizona, Alamar Community Facilities District, Brookfield Lakin LLC, Brookfield Communities US LLC and North America Sekisui House, LLC, to which this Consent is attached.

Dated as of _____ 1, 20__.

BROOKFIELD RESIDENTIAL (ARIZONA) LLC,
a Delaware limited liability company

By.....
Name.....
Title.....

STATE OF)
COUNTY OF) ss.

The foregoing instrument was acknowledged before me this day of 20__, by _____, the _____ of Brookfield Residential (Arizona) LLC, a Delaware limited liability company.

.....
Notary Public

My commission expires:

.....

ATTACHMENT:

EXHIBIT -- Legal Description of the Property

[Signature page to First Amendment to Development Agreement]

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this day of 20__,
by Mike Pineda, as Mayor of the City of Avondale, Arizona, an Arizona municipal corporation.

.....
Notary Public

My commission expires:

.....

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this day of 20__,
by Mike Pineda, as Chairman of the Board of Directors of Alamar Community Facilities District,
an Arizona community facilities district.

.....
Notary Public

My commission expires:

.....

The foregoing notarial certificate(s) relate(s) to the First Amendment, dated as of _____ 1, 20__, to the District Development, Financing Participation, Waiver and Intergovernmental Agreement (Alamar Community Facilities District), dated as of October 1, 2018, executed by the City of Avondale, Arizona, an Arizona municipality, Alamar Community Facilities District, an Arizona community facilities district, Brookfield Lakin LLC, a Delaware limited liability company, Brookfield Communities US LLC, a Delaware limited liability company, and North America Sekisui House, LLC, a Delaware limited liability company (the “Notarized Document”). The Notarized Document contains a total of pages.

STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this day of 20__, by _____, the _____ of Brookfield Lakin LLC, a Delaware limited liability company.

.....
Notary Public

My commission expires:

.....

STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this day of 20__, by _____, the _____ of Brookfield Communities US LLC, a Delaware limited liability company.

.....
Notary Public

My commission expires:

.....

STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this day of 20__, by _____, the _____ of North America Sekisui House, LLC, a Delaware limited liability company.

.....
Notary Public

My commission expires:

.....

The foregoing notarial certificate(s) relate(s) to the First Amendment, dated as of _____ 1, 20__, to the District Development, Financing Participation, Waiver and Intergovernmental Agreement (Alamar Community Facilities District), dated as of October 1, 2018, executed by the City of Avondale, Arizona, an Arizona municipality, Alamar Community

[Notary page to First Amendment to Development Agreement]

Facilities District, an Arizona community facilities district, Brookfield Lakin LLC, a Delaware limited liability company, Brookfield Communities US LLC, a Delaware limited liability company, and North America Sekisui House, LLC, a Delaware limited liability company (the “Notarized Document”). The Notarized Document contains a total of pages.

EXHIBIT

LEGAL DESCRIPTION OF THE PROPERTY
[TO BE INCLUDED IN RECORDED VERSION]

RESOLUTION NO. 1081-1225

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (ALAMAR COMMUNITY FACILITIES DISTRICT)

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF AVONDALE, ARIZONA, as follows:

1. Findings.

a. On May 10, 2018, there was presented to the governing body of the City of Avondale, Arizona, an incorporated municipality of the State of Arizona (hereinafter called the "Municipality"), a Petition for Adoption of a Resolution Ordering and Declaring Formation of Alamar Community Facilities District*, dated May 10, 2018 (hereinafter referred to as the "Petition") signed by the entities which, on the date thereof, were the owners of all real property as shown on the assessment roll for State and County taxes for Maricopa County, Arizona (hereinafter called the "Petitioners"), in Alamar Community Facilities District (hereinafter called the "District"), the formation of which, among other things, was prayed for by the Petitioners in the Petition, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (hereinafter referred to as the "Act").

b. Pursuant to the Act and Section 9-500.05, Arizona Revised Statutes, in connection with the formation of the District, the Municipality, the District, Brookfield Residential (Arizona) LLC (hereinafter called "Brookfield") and Brookfield Lakin LLC, entered into a District Development, Financing Participation and Intergovernmental Agreement (Alamar Community Facilities District), dated as of October 1, 2018 (hereinafter referred to as the "Development Agreement"), to specify, among other things, conditions, terms, restrictions and requirements for "public infrastructure" (as defined in the Act); the financing of public infrastructure and subsequent reimbursements or repayments over time and, with respect to the advance of moneys for public infrastructure and the repayment of such advances and to obtain credit enhancement for, and process disbursement and investment of proceeds of, general obligation bonds of the District to be thereafter issued.

c. Pursuant to the Act and Title 11, Chapter 7, Article 3, Arizona Revised Statutes, in connection with the formation of the District, the District and the Municipality entered into an "intergovernmental agreement" with one another for joint or cooperative action for services and to jointly exercise any powers common to them and for the purposes of the planning, design, inspection, ownership, control, maintenance, operation or repair of public infrastructure.

* The District was originally formed under the name "Lakin Community Facilities District". Subsequent actions were taken by the City Council of the Municipality and the Board of Directors of the District to change that name to the current one.

d. The Petition was granted, and, by Resolution No. 3453-310, adopted on May 21, 2018 (hereinafter referred to as the “2018 Resolution”), by the Council of the Municipality, the District was formed as a district pursuant to the terms and provisions of, and with the powers and authority established by, the Act, subject to the restrictions and modifications set forth in the Petition, and as the Petition was signed by the owners of all the property in the District and there were not within fifty (50) days preceding the first anticipated election of the District, residents on such property, requirements of posting, publication, mailing, notices, hearing and election otherwise required by the Act with respect to formation of the District were found to be unnecessary.

e. The Development Agreement was approved by the 2018 Resolution.

f. The Council of the Municipality has determined to enter into a First Amendment to the Development Agreement (the “Development Agreement Amendment”), to provide for replacement of Brookfield with Brookfield Communities US LLC and North America Sekisui House, LLC.

g. There has been placed on file with the City Clerk of the Municipality and presented to the Council of the Municipality, in connection with the amendment of the Development Agreement, the proposed form of the Development Agreement Amendment.

2. Authorization and Approval of Development Agreement Amendment. The Development Agreement Amendment is hereby approved in substantially the form submitted herewith, with such changes, additions, deletions, insertions and omissions, if any, as the Mayor of the Municipality, with the advice of the Manager of the Municipality and the City Attorney of the Municipality, shall authorize, the execution and delivery of the Development Agreement Amendment to be conclusive evidence of the propriety of such document and the authority of the persons or persons executing the same. The Mayor of the Municipality, with the advice of the Manager of the Municipality and the City Attorney of the Municipality, is hereby authorized and directed to execute, and the City Clerk of the Municipality to attest and deliver, the Development Agreement Amendment on behalf of the Municipality.

3. No Liability of or for the Municipality. Neither the Municipality nor the State of Arizona or any political subdivision of either (other than the District) shall be directly, indirectly or morally liable or obligated for the costs of the public infrastructure contemplated by the Development Agreement nor for the payment or repayment of any indebtedness, liability, cost, expense or obligation of the District, and neither the credit nor the taxing power of the Municipality, the State of Arizona or any political subdivision of either (other than the District) shall be pledged therefor.

4. Effect of Resolution.

a. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any remaining provisions of this Resolution.

b. All resolutions or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency.

c. The 2018 Resolution is hereby ratified and confirmed in all respects from its date to the date hereof.

PASSED, ADOPTED, and APPROVED this 15 day of December 2025.

.....
Mike Pineda
Mayor, City of Avondale, Arizona

ATTEST:

.....
Marcella Sarmiento
City Clerk, City of Avondale, Arizona

APPROVED AS TO FORM:

.....
Nicholle Harris
City Attorney, City of Avondale, Arizona

REVIEWED BY:

.....
Ron Corbin
City Manager, City of Avondale, Arizona

ITEM NUMBER: 4.m.

SUBJECT: Resolution 1082-1225 – Third Amendment to Intergovernmental Agreement Amongst the Cities of Avondale, Glendale, Mesa, Scottsdale and Tempe and The Town of Gilbert Relating to Joint Legal Representation in the Gila River General Stream Adjudication

MEETING DATE: 12/15/2025

TO: Mayor and Council

FROM: Nicholle Harris, City Attorney

THROUGH: n/a

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Resilient Infrastructure & Transportation**

Avondale invests in safe and sustainable infrastructure, including water, roads, and utilities, and actively participates in regional planning and development.

PURPOSE:

City Council will consider a request to adopt Resolution 1082-1225, approving the Third Amendment to the Intergovernmental Agreement amongst the cities of Avondale, Glendale, Mesa, Scottsdale and Tempe for joint legal representation in the Gila River General Stream Adjudication (IGA) to add the Town of Gilbert 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 has been a participant in an intergovernmental agreement for joint legal services in the Gila River Adjudication (Adjudication) proceedings. The current participants are the cities of Glendale, Mesa, Scottsdale and Tempe. The Adjudication proceedings have been ongoing for decades. This matter is ultimately important to the cities as the rights to surface water within the Salt River Project area will be adjudicated. Recently, the Town of Gilbert has approached the other cities regarding joining the IGA. Legal counsels and the water policy staff members in each city have reviewed the matter and concur that the Town of Gilbert's participation would not raise any conflicts with the existing cities.

DISCUSSION:

This Agreement establishes the basis for the joint representation of the cities in the Adjudication by Michael Rolland of the law firm Engleman Berger, PC. The proposed amendment will allow the Town of Gilbert to become a participant in the IGA. All remaining terms of the IGA will remain unchanged.

BUDGET IMPACT:

There is no budget impact anticipated as the legal fees for each city will not change.

RECOMMENDATION:

Staff recommends the City Council adopt a resolution approving an amendment to the Intergovernmental Agreement for joint legal representation in the Gila River Adjudication to add the Town of Gilbert and to authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Lisa Fitch

RESOLUTION NO. 1082-1225

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF GLENDALE, MESA, SCOTTSDALE, AND TEMPE AND THE TOWN OF GILBERT RELATING TO JOINT LEGAL REPRESENTATION IN THE GILA RIVER GENERAL STREAM ADJUDICATION.

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

SECTION 1. The Third Amendment to the Intergovernmental Agreement with the cities of Glendale, Mesa, Scottsdale, and Tempe and The Town of Gilbert relating to joint legal representation in the Gila River General Stream Adjudication (the “Amendment”) is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 15, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1082-1225

[Amendment]

See following pages.

**THIRD AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT**

**AMONG THE CITIES OF AVONDALE, GLENDALE, MESA, SCOTTSDALE AND
TEMPE AND THE TOWN OF GILBERT RELATING TO JOINT LEGAL
REPRESENTATION IN THE
GILA RIVER GENERAL STREAM ADJUDICATION**

This Third Amendment (“Third Amendment”) to the Intergovernmental Agreement among the cities of Avondale, Chandler, Glendale, Mesa, and Scottsdale with an Effective Date of July 1, 2019, as amended by the First Amendment to Intergovernmental Agreement with an Effective date of July 1, 2020, as amended by the Second Amendment to Intergovernmental Agreement with an Effective date of October 1, 2020 (collectively, the “Original Agreement”) is entered into to be effective November 1, 2025, among the cities of Avondale, Glendale, Mesa, Scottsdale and Tempe, and the Town of Gilbert (hereinafter the “Cities”).

WHEREAS, the Town of Gilbert desires to become a party to the Original Agreement as amended by this Third Amendment; and

WHEREAS, joint projects among the Cities allow the Cities to maximize their effectiveness and minimize their costs; and

WHEREAS, the Gila River General Stream Adjudication is an extremely important legal case that will adjudicate the surface water rights of the Cities in the Gila River watershed;

NOW, THEREFORE, in consideration of the terms and conditions of this Third Amendment, the Cities agree as follows:

1. The foregoing Recitals are true and correct and incorporated herein by this reference.

2. The purpose of this Third Amendment is to include the Town of Gilbert as a party to the Original Agreement and identify and define the responsibilities of the parties relating to joint funding for the outside legal counsel to represent the Cities in the proceedings known as the Gila River General Stream Adjudication and the Little Colorado River General Stream Adjudication (collectively, “the Adjudications”), any related special action proceedings, and proceedings

involving the Public Trust Doctrine and Arizona streams. In addition, this Third Amendment authorizes joint funding for outside experts to assist the Cities, if necessary, in responding to any Adjudication activities related to the resolution of the claims for the Gila River Indian Community and to address other issues in the Adjudications as needed.

3. The Cities desire to continue with the Contract for Legal Services (as defined below) as amended with the Town of Gilbert.

4. Subject to the terms of this Third Amendment, and the Contract for Legal Services (as defined below) as amended, the Cities agree to share equally in the costs of joint legal representation by outside legal counsel and experts, for the period beginning November 1, 2025, which share is as follows:

CITY	LEGAL FEE %	EXPERT FEE %
Avondale	16.67%	16.67%
Gilbert	16.67%	16.67%
Glendale	16.67%	16.67%
Mesa	16.67%	16.67%
Scottsdale	16.67%	16.67%
Tempe	16.67%	16.67%
Totals:	100.0000%	100.0000%

5. Pursuant to the contract among the Cities and the law firm of Engelman Berger, P.C. ("Contract for Legal Services"), each of the Cities shall directly pay outside legal counsel its share of the total cost of joint representation and experts in response to monthly bills from outside counsel.

6. Subject to the Contract for Legal Services and subject to the provisions of the Supreme Court's Rules of Professional Responsibility for Attorneys, each of the Cities agrees to cooperate in good faith with the other Cities in an effort to make the joint representation a success.

7. The Original Agreement as amended by this Third Amendment may be canceled pursuant to A. R. S. § 38-511.

8. This Third Amendment shall become effective upon approval and execution by the authorized representative of each of the Cities.

9. The term of the Original Agreement as amended by this Third Amendment shall be until a final decree is entered adjudicating all the Cities' water rights in *In Re: The General Adjudication of All Rights to Use Water In the Gila River System and Source* (Nos. W-1, W-2, W-3 and W-4 Consolidated). The Original Agreement as amended by this Third Amendment may be

terminated upon the unanimous written consent of all of the Cities subject to the requirements and obligations of the Contract for Legal Services.

10. Any property, tangible, intangible, personal, real or mixed which may be acquired under the terms of the Original Agreement as amended by this Third Amendment will, upon partial or complete termination of the Original Agreement as amended by this Third Amendment, be disposed of in equal pro-rata shares among the Cities.

11. The provisions of the Original Agreement as amended by this Third Amendment are severable. If any portion or portions of the Original Agreement as amended by this Third Amendment are declared to be unlawful or void in a final court of competent jurisdiction, the remaining portion or portions of the Original Agreement which survive any such determination shall remain valid and enforceable according to their terms.

12. All provisions of the Original Agreement shall remain in full force and effect except as amended by this Second Amendment.

13. This Third Amendment may be executed in counterparts, each of which may contain fewer than all signatures but all of which, together, shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to be effective as of November 1, 2025.

ENGELMAN BERGER, P.C.

By: Michael Rolland
Michael P. Rolland

Title: Partner/Shareholder

[City signatures on following pages]

ATTEST:

CITY OF AVONDALE

City Clerk

By: _____

Its: _____

DETERMINATION OF LEGAL COUNSEL

The foregoing Third Amendment has been reviewed by the undersigned attorney who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the respective public entities he or she represents.

Date

Nicholle Harris
Avondale City Attorney

ATTEST:

TOWN OF GILBERT

City Clerk

By: _____

Its: _____

DETERMINATION OF LEGAL COUNSEL

The foregoing Third Amendment has been reviewed by the undersigned attorney who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the respective public entities he or she represents.

Date

Christopher Payne
Town of Gilbert, Town Attorney

ATTEST:

CITY OF GLENDALE

City Clerk

By: _____

Its: _____

DETERMINATION OF LEGAL COUNSEL

The foregoing Third Amendment has been reviewed by the undersigned attorney who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the respective public entities he or she represents.

Date

Michael Bailey
Glendale City Attorney

ATTEST:

CITY OF MESA

City Clerk

By: _____

Its: _____

DETERMINATION OF LEGAL COUNSEL

The foregoing Third Amendment has been reviewed by the undersigned attorney who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the respective public entities he or she represents.

Date

Jim Smith
Mesa City Attorney

ATTEST:

CITY OF SCOTTSDALE

City Clerk

By: _____

Its: _____

DETERMINATION OF LEGAL COUNSEL

The foregoing Third Amendment has been reviewed by the undersigned attorney who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the respective public entities he or she represents.

Date

Luis E. Santaella
Scottsdale City Attorney

ATTEST:

CITY OF TEMPE

City Clerk

By: _____

Its: _____

DETERMINATION OF LEGAL COUNSEL

The foregoing Third Amendment has been reviewed by the undersigned attorney who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the respective public entities he or she represents.

Date

Eric C. Anderson
Tempe City Attorney

ITEM NUMBER: 4.n.

SUBJECT: Resolution 1083-1225 - Canvass of Election, Public Safety Retirement Systems Local Board Elections

MEETING DATE: 12/15/2025

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 & Engaged Community**

Avondale informs, prepares, and engages our community to ensure residents are connected to resources, the region, and each other.

PURPOSE:

City Council will consider a request to: a) adopt Resolution 1083-1225, declaring and adopting the results of the Local Board Election held on November 6, 2025, electing Ryan Myers as Board Member to the Public Safety Personnel Retirement System Police Board and Evan Titterington as Board Member to the Public Safety Personnel Retirement System Fire Board; b) appoint Evan Goldberg as Board Member to the Corrections Officers Retirement Pension Board; 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:

Pursuant to A.R.S. §38-847 and §38-893, each municipal fire department, each municipal police department, and each city or town participating in the Corrections Officer Retirement Plan must establish a five (5) person Local Board, which includes a chairperson, two (2) appointed persons, and two (2) employees elected by secret ballot by members employed by the appropriate employer. The local board elections are conducted in accordance with Administrative Policy 65 - Public Safety Board Elections for Employees. Elected member terms are staggered and elections are held in odd-numbered years.

On September 22, 2025, a Notice of Interest period was opened, and interested employees were asked to file a Notice of Interest form with the City Clerk's Office.

Two Notices of Interest were filed for each of the Public Safety Personnel Retirement System (PSPRS) Local Boards and only one Notice of Interest was filed for the Corrections Officers Retirement Pension (CORP) Board. Since only one Notice of Interest was filed for the CORP Board, the election was canceled and the interested individual shall be deemed appointed (Evan Goldberg).

On October 27, 2025, the election was initiated and ballots were prepared and distributed to all eligible members of the PSPRS Local Boards (Police and Fire). Completed ballots were due back to the City Clerk's Office on November 6, 2025. On November 10, 2025, ballot counts were conducted, and election results were tallied using a two-person tally board from the City Clerk's Office.

DISCUSSION:

Ryan Myers received the majority of votes cast at the Election for the office of PSPRS Local Police Board Member.

Evan Titterington received the majority of votes cast at the Election for the office of PSPRS Local Fire Board Member.

The newly elected representatives will receive a Certificate of Election from the City Clerk.

BUDGET IMPACT:

There is no fiscal impact related to the local board elections.

RECOMMENDATION:

Staff recommends City Council: a) adopt a Resolution declaring and adopting the results of the Local Board Election held on November 6, 2025, electing Ryan Myers as Board Member to the Public Safety Personnel Retirement System Police Board and Evan Titterington as Board Member to the Public Safety Personnel Retirement System Fire Board; b) appoint Evan Goldberg as Board Member to the Corrections Officers Retirement Pension Board; and c) 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:

RESOLUTION NO. 1083-1225

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE LOCAL BOARD ELECTION HELD ON NOVEMBER 6, 2025.

WHEREAS, the City of Avondale (the “City”), Arizona, held an election on November 6, 2025 (the “Election”), for the election of two Local Public Safety Board Members; and

WHEREAS, the Election returns, which include (i) the number of votes received by each candidate and (ii) the titles of the offices voted for and the names of each person voted for to fill each office, are attached hereto as Exhibit A and incorporated herein by reference, have been presented to, and have been canvassed by, the City Council.

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 total number of ballots cast at the Police – Public Safety Personnel Retirement System (PSPRS) Local Board Election, as shown in the Election returns, was 101.

SECTION 3. The total number of ballots cast at the Fire – Public Safety Personnel Retirement System (PSPRS) Local Board Election, as shown in the Election returns, was 58.

SECTION 4. The votes cast for the candidates for Board Member of the Police – Public Safety Personnel Retirement System (PSPRS) Local Board Election were as follows:

Ryan Myers
92

Jason Armstrong
9

SECTION 5. The votes cast for the candidates for Board Member of the Fire – Public Safety Personnel Retirement System (PSPRS) Local Board Election were as follows:

Evan Titterington
50

Joshua Cameron
8

SECTION 6. It is hereby found, determined and declared of record that Ryan Myers (i) received the majority of votes cast at the Election for the office of Police – Public Safety Personnel Retirement System (PSPRS) Local Board Member and (ii) shall be issued a certificate of election.

SECTION 7. It is hereby found, determined and declared of record that Evan Titterington (i) received the majority of votes cast at the Election for the office of Fire – PSPRS – Local Board Member and (ii) shall be issued a certificate of election.

SECTION 8. This Resolution shall be in full force and effect immediately upon its adoption; a certified permanent copy of which shall be filed with the City Clerk, who shall maintain it as a permanent record.

SECTION 9. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 15, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1083-1225

(Election Returns)



OFFICE OF THE CITY CLERK FORM OF TALLY LIST

We hereby certify the following to be a true tally of the votes for the candidates and offices shown. The election closed on the 7th day of November 2025 in the City of Avondale, Maricopa County, Arizona. The tally results are listed below.

✓ Police – Public Safety Personnel Retirement System (PSPRS) Board

Names of Office And Candidate(s)	Total Votes
<u>Employee Representative</u>	
Jason Armstrong	9
Ryan Myers	92
Total	101
For Representative In: City of Avondale Police – Public Safety Personnel Retirement System Board	

We further certify that the total votes outline above are the total number of votes received by each candidate in the election.

Tally Board

Tally Board: **Julie Knoll**

November 10, 2025
Date

Tally Board: **Marcella Sarmiento**

November 10, 2025
Date



OFFICE OF THE CITY CLERK FORM OF TALLY LIST

We hereby certify the following to be a true tally of the votes for the candidates and offices shown. The election closed on the 7th day of November 2025 in the City of Avondale, Maricopa County, Arizona. The tally results are listed below.

✓ Fire – Public Safety Personnel Retirement System (PSPRS) Board

Names of Candidate(s)	Total Votes
<u>Employee Representative</u>	
Evan Titterington	50
Joshua Cameron	8
Total	58
For Representative In: <i>City of Avondale</i> <i>Fire – Public Safety Personnel Retirement System Board (PSPRS)</i>	

We further certify that the total votes outline above are the total number of votes received by each candidate in the election.

Tally Board

Tally Board: **Julie Knoll**

November 10, 2025
Date

Tally Board: **Marcella Sarmiento**

November 10, 2025
Date

ITEM NUMBER: 4.o.

SUBJECT: Ordinance 2047-1225 – Granting of an Irrigation Easement to Salt River Project Agricultural Improvement and Power District

MEETING DATE: 12/15/2025

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: **Resilient Infrastructure & Transportation**

Avondale invests in safe and sustainable infrastructure, including water, roads, and utilities, and actively participates in regional planning and development.

PURPOSE:

City Council will consider a request to adopt Ordinance 2047-1225, granting an irrigation easement to the Salt River Project Agricultural Improvement and Power District along the east side of 107th Avenue north of Encanto Boulevard and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On December 4, 2023, City Council adopted Ordinance 2071-1223 that authorized granting an irrigation easement (Document Number 20230635753, Maricopa County Recorder's Office) to Salt River Project Agricultural Improvement and Power District (SRP) related to the construction of a replacement well on the east side of 107th Avenue north of Encanto Boulevard. The replacement well is a shared well with the City of Avondale and is instrumental to increasing the City's potable water production at the Garden Lakes Water Storage Facility.

In connection with construction of the replacement well, SRP installed a well irrigation discharge pipeline across 107th Avenue from the replacement well site to the old well site and irrigation delivery structures on the west side of 107th Avenue. Now that construction is complete on the west side, SRP needs to follow up construction on the east side of 107th Avenue and is requesting an irrigation easement to cover two pipes and conduit crossing on the east side of 107th Avenue. The easement will allow for construction, reconstruction, operation and maintenance of the irrigation line and associated appurtenances.

DISCUSSION:

An irrigation easement consisting of an area containing 0.10 acres, will be granted to SRP. This easement is

located on the east side of 107th Avenue, north of Encanto Boulevard.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the granting of an irrigation easement to SRP along the east side of 107th Avenue north of Encanto Boulevard and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore



Irrigation Easement



— Irrigation Easement

Not to Scale



ORDINANCE NO. 2047-1225

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, GRANTING AN IRRIGATION EASEMENT TO SALT RIVER
PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT.

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

SECTION 1. An easement is hereby granted to Salt River Project Agricultural Improvement and Power District, in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference, through, over, under and across certain real property generally located along the east side of 107th Avenue, north of Encanto Boulevard, as described in the easement form attached hereto as part of Exhibit A.

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,
December 15, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2047-1225

[SRP Irrigation Easement]

See following pages.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB10W
P. O. Box 52025
Phoenix, Arizona 85072-2025

IRRIGATION EASEMENT

Maricopa County
Parcel # 107th Ave and Encanto
NW ¼, SEC. 32, T02N, R01E

Agt. GY
Job # LJ93430 / T3326537
W GY C PAR
R/W#: 1897

KNOW ALL MEN BY THESE PRESENTS:

That

CITY OF AVONDALE, ("Grantor"),
an Arizona municipal corporation

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, for itself and on behalf of the United States of America and as manager of the federal Salt River Reclamation Project, the right, easement and privilege to construct, reconstruct, operate and maintain an irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities through, over, under and across the following described property:

Exhibit "A" attached hereto and made by reference a part hereof.

Grantor shall not convey any easements or grant any permits within the easement areas in which the facilities do not comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said rights of way, which do not comply with said Exhibit B.

Grantee shall have the right, but not the obligation, to erect, maintain and use gates in all fences which now cross said rights of way and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

Grantor and Grantee acknowledge that from time to time Grantee may find it necessary to construct, reconstruct, operate and maintain irrigation facilities and appurtenant conveniences lying within the easement areas.

Grantor shall pay Grantee all costs and expenses of any relocation of the irrigation facilities requested by Grantor, including but not limited to, the relocation of the facilities into the easement area described above.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the Grantors, their heirs or assigns.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines and street lighting on the surface of the easement areas.
2. Grantor reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the easement areas subject to compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.
3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.
4. Grantor shall warrant and defend the rights, easements and privileges hereby granted and the priority of this easement against all persons whomsoever.

SRP Proprietary-General Use

EXHIBIT "A"

DESCRIPTION OF REAL ESTATE IN MARICOPA COUNTY, STATE OF ARIZONA

A parcel of land located in the Northwest quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, and more particularly described as follows:

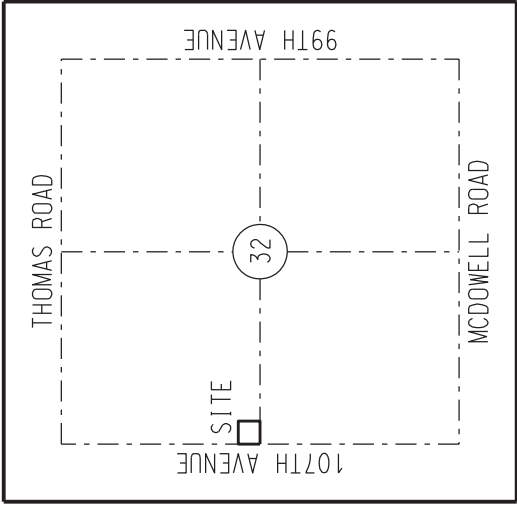
The West 55.00 feet of the South 83.00 feet of the Northwest quarter of Section 32, Township 2 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona.

Containing 0.10 acre more or less.

End of Description



EXHIBIT "A"



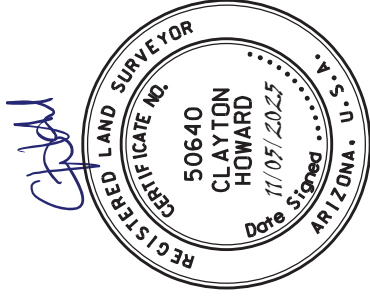
VICINITY MAP (NTS)
T2N, R1E
G&SRM

ABBREVIATION TABLE

BCF BRASS CAP FLUSH
BCHH BRASS CAP IN HANDHOLE
FND FOUND
NTS NOT TO SCALE

LEGEND

----- SECTION LINE
----- EASEMENT EXTENTS
◆ SECTION CORNER (AS NOTED)



NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY A LEGAL DESCRIPTION. 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.

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

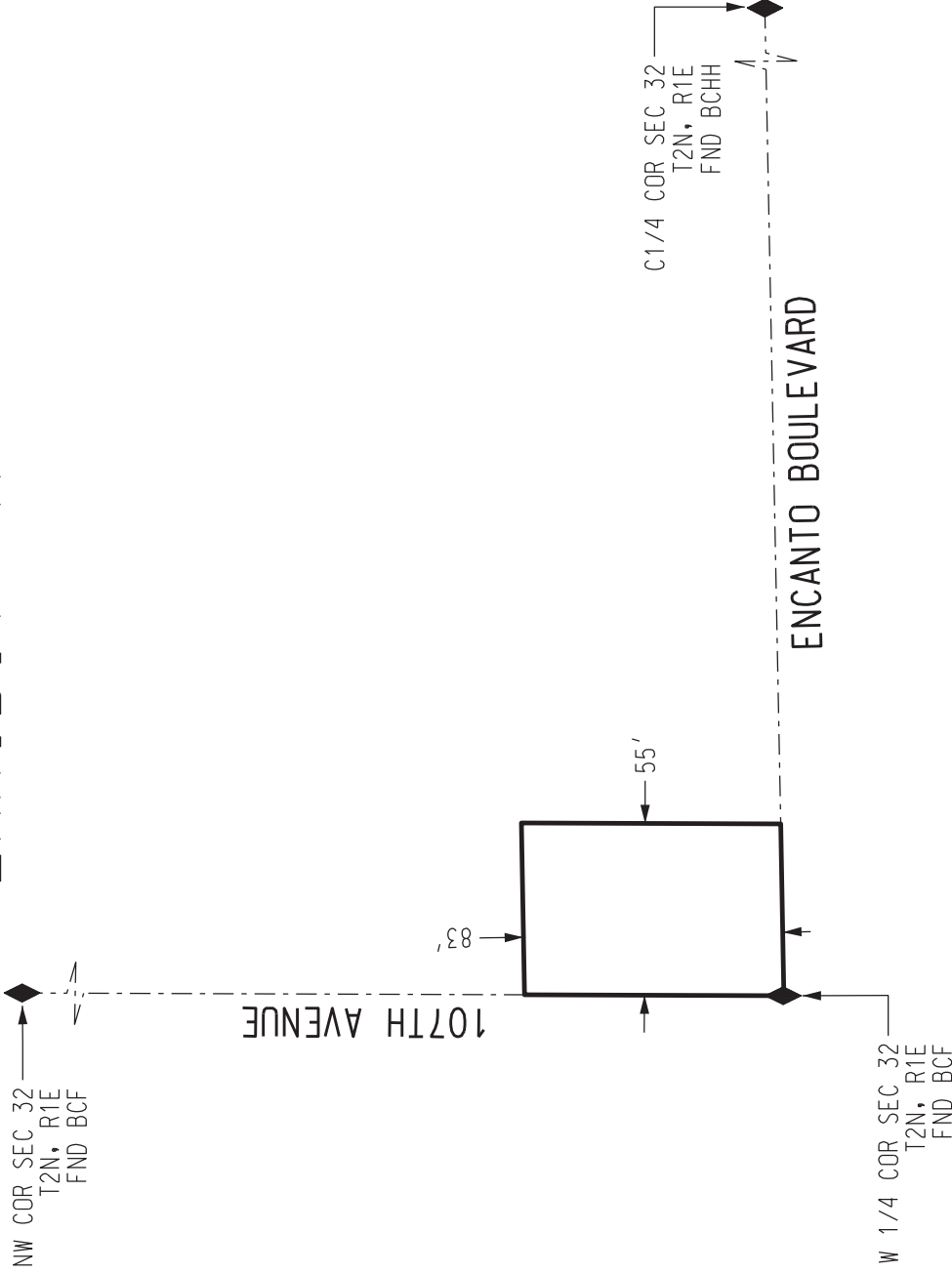
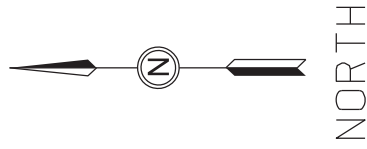
SRP LDWR NUMBER: T3326537	SCALE: NTS
I.O. NUMBER: W1393242-017	SHEET: 1 OF 2
AGENT: YASSINE	SHEET SIZE: 8.5"x11"
DRAWN: GRIER	REVISION:
CHECKED BY: HOWARD	CREW CHIEF: N/A
DATE: 11/05/2025	FIELD DATE: N/A



SURVEY DIVISION
LAND DEPARTMENT

IRRIGATION EASEMENT
NW 1/4, SECTION 32
T.2 N., R.1 E
6.6 NORTH - 1.0 EAST

EXHIBIT "A"



SALT RIVER PROJECT		SURVEY DIVISION	
AGRICULTURAL IMPROVEMENT & POWER DISTRICT		LAND DEPARTMENT	
SRP LDWR NUMBER: T3326537	SCALE: NTS	 IRRIGATION EASEMENT NW 1/4, SECTION 32 T.2 N., R.1 E 6.6 NORTH - 1.0 EAST	
I.O. NUMBER: W1393242-017	SHEET: 2 OF 2		
AGENT: YASSINE	SHEET SIZE: 8.5"x11"		
DRAWN: GRIER	REVISION:		
CHECKED BY: HOWARD	CREW CHIEF: N/A		
DATE: 11/05/2025	FIELD DATE: N/A		

EXHIBIT B

(PAGE 1 OF 2)

REV NO.	DATE
7	10/26/20

DWG REFERENCED
FROM ORIGINAL
WES-ROWGUIDE

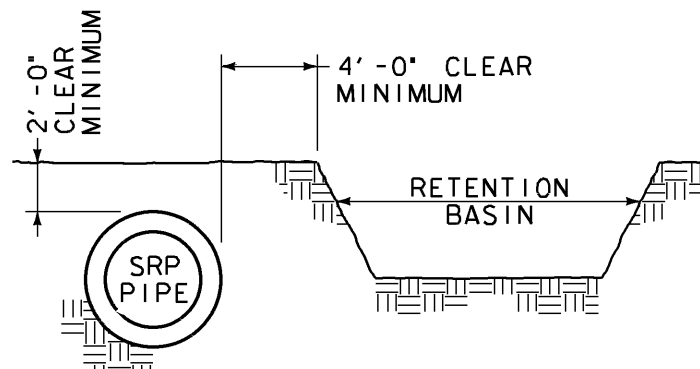
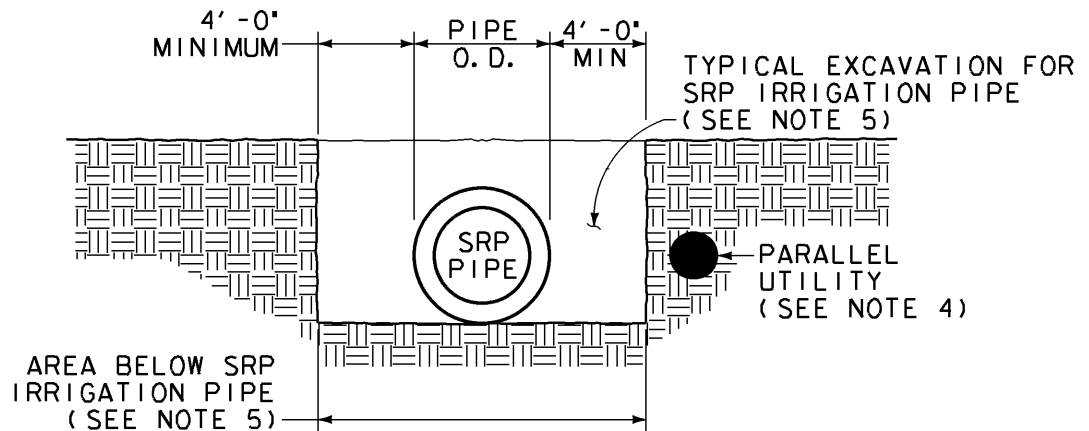
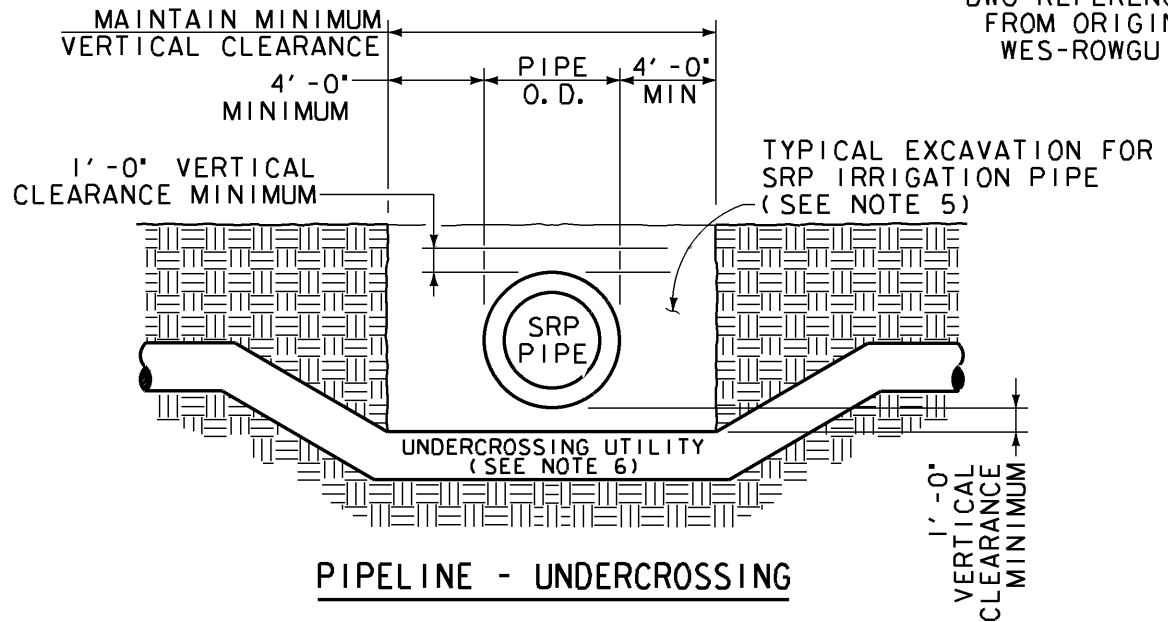
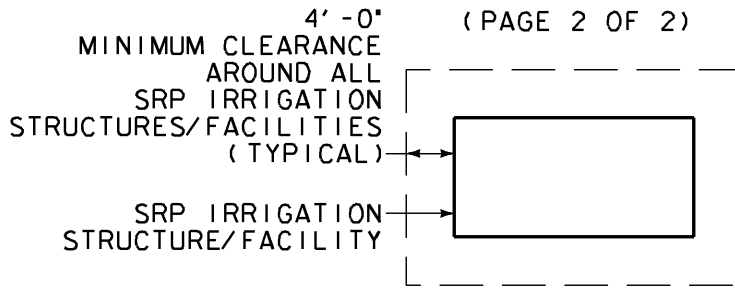


EXHIBIT B

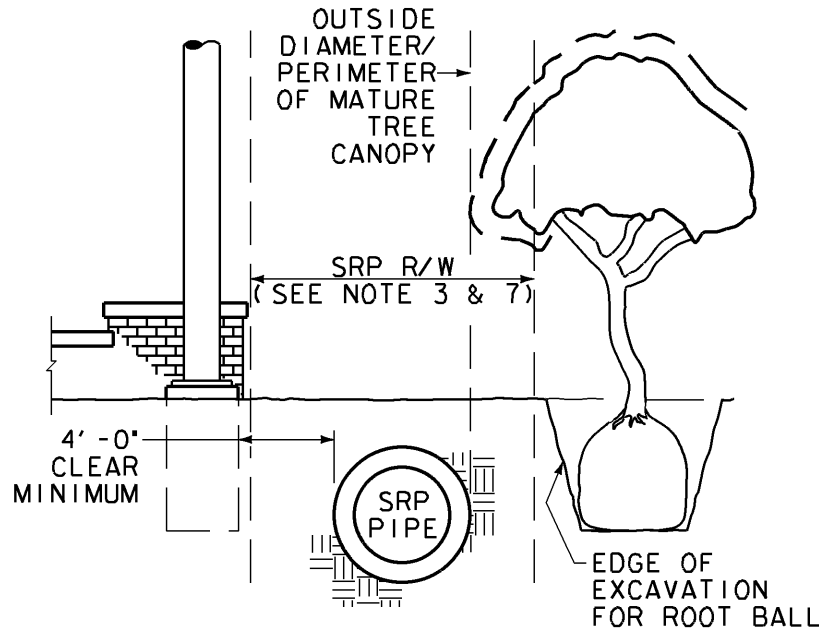
(PAGE 2 OF 2)

REV NO.	DATE
7	10/26/20

DWG REFERENCED
FROM ORIGINAL
WES-ROWGUIDE



IRRIGATION STRUCTURE/FACILITY CLEARANCE



PIPELINES - LANDSCAPING

NOTES

1. THESE GUIDELINES ARE PROVIDED AS A GENERAL AID TO PLANNING. ACTUAL SRP REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC CONDITIONS, OPERATIONAL CONSIDERATIONS, ETC.
2. AN SRP LICENSE IS REQUIRED FOR UTILITIES CROSSING/PARALLEL TO SRP IRRIGATION PIPE IN SRP RIGHT-OF-WAY. SRP REQUIRES ENGINEER DESIGNED UTILITY CROSSING/LOCATION AND EXCAVATION PLAN.
3. SRP MAY LICENSE LIMITED USES OF ITS RIGHT-OF-WAY SUCH AS PARKING, SIDEWALK, LAWN, ETC. POLES, STRUCTURES AND TREES ARE TYPICALLY NOT PERMITTED IN SRP RIGHT-OF-WAY. INCLUDE DESIGN DRAWINGS FOR PROPOSED USE WHEN SUBMITTING REQUEST TO SRP FOR LICENSE.
4. UTILITIES PARALLEL TO SRP IRRIGATION PIPE ARE REVIEWED ON A CASE-BY-CASE BASIS. LOCATE PARALLEL UTILITY OUTSIDE OF AREA SRP EXCAVATES WHEN MAINTAINING IRRIGATION PIPE. TYPICAL EXCAVATION INCLUDES AREA ABOVE AND TO EACH SIDE OF SRP IRRIGATION PIPE. SIDE EXCAVATION IS 4'-0" FROM THE OUTSIDE DIAMETER OF THE SRP IRRIGATION PIPE.
5. OTHER UTILITIES ARE NOT PERMITTED IN THESE AREAS.
6. PRIMARY POWER/ELECTRIC FACILITIES, GAS, AND SEWER, MUST GO UNDER THE SRP IRRIGATION PIPE. OVERCROSSINGS OF TRAFFIC SIGNAL, STREET LIGHT ELECTRICAL FACILITIES, WATER, AND COMMUNICATIONS, ARE ALLOWED UP TO 3" IN CONDUIT AS LONG AS THE 1'-0" CLEARANCE OVER THE PIPE IS MET.
7. REQUESTS TO INSTALL TREE PLANTERS CAN OCCUR ANYWHERE WITHIN THE SRP R/W LIMITS AND ARE REVIEWED ON A CASE-BY-CASE BASIS.

ITEM NUMBER: 5.a.

SUBJECT: Resolution 1084-1225 - 2026 Public Policy Priorities for the Upcoming State and Federal Legislative Session

MEETING DATE: 12/15/2025

TO: Mayor and Council

FROM: Liz Barker Alvarez, Intergovernmental Affairs Administrator

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: **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.

PURPOSE:

City Council will consider a request to: a) adopt Resolution 1084-1225, adopting the 2026 Public Policy Priorities for the upcoming state and federal legislative sessions, b) authorize the City Manager or his designee(s) to act on such items; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Policies enacted at the state and federal levels can have significant effects on the ability of municipal governments to serve their communities. Therefore, it is important to identify the City of Avondale's priorities regarding potential or pending public policy actions.

The recommended priorities were developed based on review of historical legislative proposals impacting municipal governments, as well as consultation with policy staff in other municipalities and regional policy partners, such as the League of Arizona Cities and Towns, the Maricopa Association of Governments, the Arizona Municipal Water Users Association, etc.

The approved document and resolution will define the City's public policy priorities and guide staff's advocacy efforts. Updates will be provided to the Council during the legislative session, as necessary.

The second Regular Session of the Fifty-Seventh Legislature will convene on Monday, January 12, 2026.

Governor Katie Hobbs will deliver her State of the State address on this same day.

DISCUSSION:

The attached document describes the proposed Public Policy Priorities and the types of issues within those priorities staff may address in the upcoming state and federal sessions. The Policy Priorities include:

- Preserve Local Funding
- Oppose Preemption of Local Authority
- Support Expanded Housing Opportunities
- Enhance Public Safety
- City-Managed Growth & Development
- Promote Economic Development & Prosperity
- Collaborate to Build a Robust Transportation Network
- Safeguard & Enhance Water Supply
- Protect the Mission of Luke Air Force Base

If additional legislative proposals outside the priorities arise, staff will seek additional input and guidance from the Council and city management.

BUDGET IMPACT:

Staff will closely monitor any legislation that may have a budgetary impact on the City.

RECOMMENDATION:

Staff recommends approval of a Resolution adopting the 2026 Public Policy priorities and authorizing the City Manager or his designee(s) to take action.

Contact person for document distribution: Liz Barker Alvarez

RESOLUTION NO. 1084-1225

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE 2026 COUNCIL PUBLIC POLICY PRIORITIES AND AUTHORIZING THE CITY MANAGER TO TAKE ACTION.

WHEREAS, the City Council of Avondale (the “City Council”) desires to adopt public policy priorities that allow staff to advocate for issues that (i) strengthen local government, (ii) promote the goals of the City of Avondale (the “City”), and (iii) defend the City against legislative action by state and federal governments that would weaken local governments and/or take away traditional revenue sources; and

WHEREAS, it is vital to the fiscal health and the self determination of the City to effectively communicate with state legislators and federal representatives in order to favorably influence state and federal legislation, regulations, and grant requests; and

WHEREAS, a key component of the City’s public policy advocacy is face to face meetings between City representatives and elected officials at the federal, state, and county levels, and coordination with similar efforts made by other regional and local entities such as Maricopa Association of Governments (MAG), Valley Metro, the Arizona Municipal Water Users Association (AMWUA), WESTMARC and Luke West Valley Partners; and

WHEREAS, the League of Arizona Cities and Towns (the “League”) annually conducts a legislative analysis and, through a resolutions process, establishes an advocacy program on behalf of cities and towns for state issues; and

WHEREAS, the City desires to be proactive and involved in governmental decision-making processes directly affecting the City’s public policy priorities identified in the League legislative priorities and other selected issues as may from time to time be recommended by the League.

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

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

SECTION 2. The 2026 Public Policy Priorities (the “Priorities”) attached hereto as **Exhibit A** are hereby adopted by the City Council.

SECTION 3. The Mayor, the City Manager and his authorized designee, 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 and the Priorities.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, December 15, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1084-1225

[2026 Public Policy Priorities]

See following pages.

2026 Public Policy Priorities

This document defines the City of Avondale's legislative priorities for the 2026 federal and state legislative sessions. Its purpose is to provide direction to Intergovernmental Affairs staff to ensure the City is actively engaging on issues in collaboration with regional partners and at the U.S. and State capitols that reflect the priorities and mission of the Avondale City Council.

Preserve Local Funding

Protect existing funding sources that bring revenue to the City of Avondale to support the quality of life for its residents. This includes, but is not limited to, state shared income tax (urban revenue sharing), state transaction privilege tax, and Highway User Revenue Fund monies cities receive from the state. Efforts to reduce, sweep or eliminate any of these shared revenue sources will be opposed, as will unfunded mandates. Proposals that replace previously reduced revenues or further expand current revenues will be supported.

Oppose Preemption of Local Authority

Support local decision-making authority. The community entrusts local elected officials to protect public health, safety and quality of life. Efforts to weaken or eliminate local control and decision-making authority through preemption or mandates will be opposed.

Support Expanded Housing Opportunities

Support policies that encourage balanced housing growth and provide additional state or federal resources to develop housing or assist individuals in securing housing. Support additional flexibility and authority to effectively regulate short-term rental properties. Oppose legislation that would preempt the city's zoning and design review authority.

Enhance Public Safety

Support initiatives to preserve and enhance the ability of local governments to strategically plan for and respond to emergencies. Support policies that enhance public safety services.

City-Managed Growth and Development

Support maintaining local authority in planning issues (including land use, zoning, plan review and permitting) and oppose efforts that impede growth management, including the preservation of local authority to set growth and development policies and support for citizen involvement in the planning and zoning process. Oppose legislation that would restrict redevelopment within municipalities.

Promote Economic Development & Prosperity

Maintain and enhance the caliber of economic development opportunities available to the City through supporting new and existing tools for private sector growth and revitalization. Support legislative changes that allow growth to pay for itself to attract new and reliable development opportunities, including incentives and other economic diversification mechanisms which contribute to high quality private sector growth and job creation.

Collaborate to Build a Robust Transportation Network

Support local and regional transportation initiatives and funding opportunities to improve the community's quality of life and economic viability. Encourage efforts to expand or enhance funding sources to ensure viability and maintenance of the transportation network. Support federal and state funding for regional and local transportation and infrastructure projects. Oppose efforts that weaken local control in the transportation decision-making process. Work collaboratively with our federal, state, regional, and other local delegations to secure funding for the region's important infrastructure needs.

Safeguard & Enhance Water Supply

Support legislation that facilitates the creation of new water supplies; encourages practical water efficiency and conservation measures; and invests in water supply and infrastructure. Protect surface water and uphold the principles of the Groundwater Management Act. Oppose measures that limit cities' ability to control their water resources. Ensure the City of Avondale can supply assured, safe and sustainable water to its residents.

Protect the Mission of Luke Air Force Base

Support efforts to sustain current missions and ensure the capability for future mission expansions. Support efforts to ensure compatible land uses and limit encroachment around the base. Oppose any legislation that would weaken existing statutes relating to Luke Airforce Base or other military installations.

ITEM NUMBER: 2.a.

SUBJECT: Minutes**MEETING DATE:** 12/15/2025

TO: Board Members**FROM:** Marcella Sarmiento, District Clerk**THROUGH:** Tracy Stevens, Assistant District Manager, (623) 333-1014**REVIEWED:** Ron Corbin, District Manager, (623) 333-1011

PURPOSE:

The District Board will consider a request to approve the June 2, 2025 Alamar Community Facilities District Board meeting minutes. The Board will take appropriate action.

BACKGROUND:

Pursuant to Arizona Revised Statute §§ 38-431.01(B), the District must provide written minutes of all Board meetings.

DISCUSSION:

The District Board held a meeting and the attached minutes have been prepared for approval.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends the District Board will consider a request to approve the June 2, 2025 Alamar Community Facilities District Board meeting minutes.

Contact person for document distribution:

MINUTES OF THE ALAMAR COMMUNITY FACILITIES DISTRICT BOARD MEETING
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
June 02, 2025

A **Regular Meeting** of the Alamar Community Facilities District Board of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 6:08 p.m.

Members Present: Chairperson Mike Pineda; Vice Chairperson Curtis Nielson; Board Members Tina Conde, Gloria Solorio, Jeanette Garcia, Shari Weise and Max White.

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, District Manager; Nicholle Harris, District Attorney; Marcella Sarmiento, District Clerk; and Renee Weatherless, District Treasurer.

Audience: Approximately 5 members of the public were present.

1. ROLL CALL BY THE DISTRICT CLERK

2. PUBLIC HEARING – PROPOSED FISCAL YEAR 2026 BUDGET AND TAX LEVY

The District Board held a public hearing to receive comments on the property tax levy and final budget for the fiscal year 2026 (FY2026). This item was for discussion only.

Renee Weatherless, District Treasurer, presented property tax levy and final budget for the fiscal year 2026 (FY2026): The total FY2026 budget for the Alamar Community Facilities District (The District) is \$10.9 million. The District is planning to issue debt in FY2026 and will levy secondary property tax rate. The combined property tax rate will be \$4.15 which is assessed only to the property that is within the boundary of the Community Facilities District. The primary rate is 0.30 per \$100 assessed valuation which is used for operations of The District and the secondary rate is limited to \$3.85 per \$100 assessed valuation and will be used to repay debt. The planned issuance will depend on market conditions, but the budget is for up to \$10 million in proceeds.

Staff's recommendation is to hold a public hearing for the FY2026 final budget and tax levy. In a Special Meeting, staff recommends adopting CFD resolution 2-2025 setting forth the final budget for fiscal year 2026 and CFD resolution 3-2025 setting the property tax levy for fiscal year ending June 30, 2026.

There were no questions from the Board.

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

3. ADJOURNMENT

There being no further business before the Board, Board Member White moved to adjourn the Regular Meeting; Board Member Conde seconded the motion.

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

Board Member Conde	Aye
Board Member Garcia	Aye
Board Member Solorio	Aye
Board Member Weise	Aye
Board Member White	Aye
Vice Chairperson Nielson	Aye
Chairperson Pineda	Aye

Meeting adjourned at 6:11 p.m.

ALAMAR COMMUNITY FACILITIES DISTRICT BOARD SPECIAL MEETING
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
June 02, 2025

A **Special Meeting** of the Alamar Community Facilities District Board of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 6:12 p.m.

Members Present: Chairperson Mike Pineda; Vice Chairperson Curtis Nielson; Board Members Tina Conde, Gloria Solorio, Jeanette Garcia, Shari Weise and Max White.

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, District Manager; Nicholle Harris, District Attorney; Marcella Sarmiento, District Clerk; and Renee Weatherless, District Treasurer.

Audience: Approximately 5 members of the public were present.

1. ROLL CALL BY THE DISTRICT CLERK

2. CONSENT AGENDA

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

Chairperson Pineda asked if any Board Members wished to have an item removed from the Consent Agenda. Having no requests from the Board, motion was made by Board Member White, seconded by Board Member Garcia, to approve the Consent Agenda.

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

Board Member Conde	Aye
Board Member Garcia	Aye
Board Member Solorio	Aye
Board Member Weise	Aye
Board Member White	Aye
Vice Chairperson Nielson	Aye
Chairperson Pineda	Aye

a. MINUTES

The District Board approved the May 19, 2025 Alamar Community Facilities District Board meeting minutes.

b. CFD RESOLUTION 3-2025 - SETTING FORTH THE FINAL BUDGET FOR FISCAL YEAR 2026

The District Board adopted CFD Resolution 3-2025, approving the final budget for fiscal year 2026 (FY2026) and authorized the District Chair or District Manager and District Clerk to execute the necessary documents.

c. CFD RESOLUTION 4-2025 - SETTING THE PROPERTY TAX LEVY FOR THE FISCAL YEAR ENDING JUNE 30, 2026

The District Board adopted CFD Resolution 4-2025, levying upon the assessed valuation of the property within the Alamar Community Facilities District subject to ad valorem taxation a certain sum upon each one hundred (\$100.00) of valuation for the fiscal year ending June 30, 2026 and authorized the District Chair or District Manager and District Clerk to execute the necessary documents.

3. ADJOURNMENT

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

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

Board Member Conde	Aye
Board Member Garcia	Aye
Board Member Solorio	Aye
Board Member Weise	Aye
Board Member White	Aye
Vice Chairperson Nielson	Aye
Chairperson Pineda	Aye

The meeting was adjourned at 6:13 p.m.

Mike Pineda, Chairperson

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting and Special Meeting of the Alamar Communities Facilities District Board of the City of Avondale held on the 2nd day of June 2025. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Sarmiento, District Clerk

ITEM NUMBER: 2.b.

SUBJECT: CFD Resolution 5-2025 - First Amendment to District Development, Financing Participation, Waiver, and Intergovernmental Agreement - Alamar Community Facilities District (CFD)**MEETING DATE:** 12/15/2025

TO: Board Members**FROM:** Renee Weatherless, District Treasurer**THROUGH:** Ron Corbin, District Manager, (623) 333-1011**REVIEWED:** Ron Corbin, District Manager, (623) 333-1011

PURPOSE:

The District Board will consider a request to adopt CFD Resolution 5-2025, approving and authorizing the first amendment to district development, financing participation and intergovernmental agreement for the Alamar CFD and authorize the Chair or District Manager, District Attorney and District Clerk to execute the necessary documents. The amendment replaces Brookfield Residential (Arizona) LLC with Brookfield Communities US LLC and North America Sekisui House, LLC. This amendment was requested by the developer because of corporate restructuring. The Board will take appropriate action.

BACKGROUND:

The Alamar Community Facilities District (CFD) was established by City Council on May 10, 2018. On October 10, 2018, Brookfield Residential (Arizona) LLC and Brookfield Lakin LLC, entered a District Development, Financing Participation and Intergovernmental Agreement with the CFD and the City of Avondale, Arizona. The Development agreement specified the conditions, terms, restrictions and requirements for "public infrastructure" and its financing.

Due to corporate restructuring, Brookfield has requested replacing Brookfield Residential (Arizona) LLC with Brookfield Communities US LLC and North America Sekisui House, LLC. All other provisions of the development agreement remain the same.

DISCUSSION:

The requested amendment along with financial statements for Brookfield Communities US LLC and North America Sekisui House, LLC have been reviewed by the City's bond counsel, the City's financial advisor, and city staff. The replacement entities appear to have the necessary financial capacity needed for the development agreement.

BUDGET IMPACT:

The amendment will not impact the City's or Board's budget.

RECOMMENDATION:

Staff recommends adopting a resolution amending the development agreement to replace Brookfield

Residential (Arizona) LLC with Brookfield Communities US LLC and North America Sekisui House, LLC.

Contact person for document distribution: Keith Fallstrom

When recorded, return to:

Paul Gales, Esq.
Greenberg Traurig, LLP
2375 East Camelback Road, Suite 800
Phoenix, Arizona 85016

Amends 2018-0799912
Recorded at 04:37
on October 25, 2018

FIRST AMENDMENT
TO
DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND
INTERGOVERNMENTAL AGREEMENT
(ALAMAR COMMUNITY FACILITIES DISTRICT)

THIS FIRST AMENDMENT, dated as of December 15, 2025 (hereinafter referred to as this “*Amendment*”), TO DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND INTERGOVERNMENTAL AGREEMENT (ALAMAR COMMUNITY FACILITIES DISTRICT), dated as of October 1, 2018, by and among the City of Avondale, Arizona, a municipality duly incorporated and validly existing pursuant to the laws of the State of Arizona (hereinafter referred to as the “*Municipality*”); Alamar Community Facilities District, a community facilities district formed by the Municipality, and duly organized and validly existing, pursuant to the laws of the State of Arizona (hereinafter referred to as the “*District*”); Brookfield Lakin LLC, a limited liability limited company duly organized and validly existing pursuant to the laws of the State of Delaware, which has an interest in certain property within the boundaries of the District and is an investor, developer, guarantor and indemnitor (hereinafter referred to as the “*Developer*”); Brookfield Communities US LLC, a limited liability limited company duly organized and validly existing pursuant to the laws of the State of Delaware, which has an interest in certain property within the boundaries of the District and is an investor, guarantor and indemnitor but is not a developer (hereinafter referred to as “*Brookfield Communities*”); and North

America Sekisui House, LLC, a limited liability limited company duly organized and validly existing pursuant to the laws of the State of Delaware, which has an interest in certain property within the boundaries of the District and is an investor, guarantor and indemnitor but is not a developer (hereinafter referred to as “*Sekisui*” and, together with Brookfield Communities, the “*Indemnitor Parties*”);

W I T N E S S E T H:

WHEREAS, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (hereinafter referred to as the “*Act*”), and Section 9-500.05, Arizona Revised Statutes, the Municipality, the District and certain entities which at various times have had an interest in real property within the boundaries of the District entered into a District Development, Financing Participation, Waiver and Intergovernmental Agreement (Alamar Community Facilities District), dated as of October 1, 2018 (hereinafter referred to as the “*Agreement*”), as a “development agreement” to specify, among other things, conditions, terms, restrictions and requirements for “public infrastructure” (as such term is defined in the Act) and the financing of public infrastructure and subsequent reimbursements or repayments over time; and

WHEREAS, with regard to the real property described in the Exhibit hereto (hereinafter referred to as the “*Property*”) which makes up the real property included within the District, some of such matters are specified in the Agreement, particularly matters relating to the acquisition of certain public infrastructure by the District, the acceptance thereof and the reimbursement or repayment with respect thereto, all pursuant to the Act, such public infrastructure being necessary to develop the Property prior to the time at which the District can itself pay for the construction or acquisition thereof; and

WHEREAS, the Agreement, including as amended by this Amendment, as a “development agreement” is consistent with the “general plan” of the Municipality (as defined in Section 9-461, Arizona Revised Statutes) applicable to the Property on the date the Agreement and on the date this Amendment was and is, respectively, executed;

NOW, THEREFORE, in the joint and mutual exercise of their powers, in consideration of the above premises and of the mutual covenants herein contained and for other valuable consideration, and subject to the conditions set forth herein, the parties hereto agree that:

Section 1. Notwithstanding any other provision hereof and prospectively from _____, 20__ (hereinafter referred to as the “*Effective Date*”), Brookfield (as such entity is identified in the Agreement) shall be released from and shall no longer be bound by the Agreement with respect to acts, omissions or events first arising after the Effective Date. Prospectively from the Effective Date, the Indemnitor Parties shall be bound, jointly and severally, by the terms of the Agreement whenever, pursuant to the Agreement, Brookfield would have been so bound with respect to acts, omissions or events first arising after the Effective Date.

Section 2. For the period from and after the Effective Date, any reference in the Agreement to “Brookfield” shall be deemed to be to “Indemnitor Parties” (as such term is defined herein) instead.

Section 3. The provisions of the Agreement are otherwise hereby ratified and confirmed in all respects, in particular the indemnification provided by Article VIII thereof being effective in all respects as it relates to this Amendment.

Section 4. This Amendment shall be binding upon and shall inure to the benefit of the parties to this Amendment and their respective legal representatives, successors and assigns; provided, however, that none of the parties hereto shall be entitled to assign its right hereunder or under any document contemplated hereby without the prior written consent of the other parties to this Amendment, which consent shall not be unreasonably withheld.

Section 5. Each party hereto shall, promptly upon the request of any other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Amendment.

Section 6. The Agreement, as amended by this Amendment, sets forth the entire understanding of the parties as to the matters set forth herein as of the date this Amendment

is executed and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto. The Agreement, as amended by this Amendment, is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

Section 7. This Amendment shall be governed by and interpreted in accordance with the laws of the State of Arizona.

Section 8. The waiver by any party hereto of any right granted to it under this Amendment shall not be deemed to be a waiver of any other right granted in this Amendment nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived under or by this Amendment.

Section 9. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which taken together shall constitute one of the same instrument.

Section 10. (a) Pursuant to Section 38-511, Arizona Revised Statutes, the Municipality or the District may, within three years after its execution, cancel this Amendment, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Amendment on behalf of the Municipality or the District, as applicable, is, at any time while this Amendment is in effect, an employee or agent of the Developer, Brookfield Communities or Sekisui (collectively for purposes of this Section, hereinafter referred to as the "*Brookfield/Sekisui Entities*") in any capacity or a consultant to any other party of this Amendment with respect to the subject matter of this Amendment and may recoup any fee or commission paid or due any person significantly involved in initiating, negotiating, securing, drafting or creating this Amendment on behalf of the Municipality or the District, as applicable, from the Brookfield/Sekisui Entities arising as the result of this Amendment. The Brookfield/Sekisui Entities have not taken and shall not take any action which would cause any person described in the preceding sentence to be or become an employee or agent

of the Brookfield/Sekisui Entities in any capacity or a consultant to any party to this Amendment with respect to the subject matter of this Amendment.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, the Brookfield/Sekisui Entities each shall comply with all federal immigration laws and regulations that relate to their employees and their compliance with the “e-verify” requirements under Section 23-214(A), Arizona Revised Statutes. The breach by either of them of the foregoing shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the Municipality or the District. The Municipality and the District retain the legal right to randomly inspect the papers and records of the Brookfield/Sekisui Entities to ensure that they are complying with the foregoing. The Brookfield/Sekisui Entities shall keep such papers and records open for random inspections during normal business hours by the Municipality or the District. The Brookfield/Sekisui Entities shall cooperate with the random inspections by the Municipality or the District including granting the District entry rights onto their property to perform such random inspections and waiving their respective rights to keep such papers and records confidential.

(c) To the extent applicable under Section 35-393 et seq., Arizona Revised Statutes, the Brookfield/Sekisui Entities hereby severally, and not jointly, certify that they are not currently engaged in, and for the duration of this Amendment shall not engage in, a boycott of Israel. The term “boycott” has the meaning set forth in Section 35-393, Arizona Revised Statutes. If the Municipality or the District determines that the above certification of the Brookfield/Sekisui Entities is false or that any has breached such agreement, the Municipality or the District, as applicable, may impose remedies as provided by law.

(d) To the extent applicable under Section 35-394, Arizona Revised Statutes, the Brookfield/Sekisui Entities hereby severally, and not jointly, certify they do not currently, and for the duration of this Amendment shall not use: (i) the forced labor of ethnic Uyghurs in the People’s Republic of China, (ii) any goods or services produced by the forced labor

of ethnic Uyghurs in the People's Republic of China, and (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. The foregoing certification is made to the best knowledge of the Brookfield/Sekisui Entities without any current independent investigation or without any future independent investigation for the duration of this Amendment. If any of the Brookfield/Sekisui Entities becomes aware during the duration of this Amendment that it is not in compliance with such certification, the Brookfield/Sekisui Entities, as applicable, shall take such actions as provided by law, including providing the required notice to the Municipality and the District. If the Municipality or the District determines that Avanti or Mystic are not in compliance with the foregoing certification, the Brookfield/Sekisui Entities, as applicable, shall take remedial action to comply with such certification.

Section 11. (a) If any provision of this Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

(b) No later than ten (10) days after this Amendment is executed and delivered by each of the parties hereto, the District shall record a copy of this Amendment with the County Recorder of Maricopa County, Arizona.

(c) Unless otherwise expressly provided, the agreements contained herein shall be deemed to be material and continuing, shall not be merged and shall survive any conveyance or transfer provided herein.

[Signature page follows.]

IN WITNESS WHEREOF, the officers of the Municipality and the District have duly affixed their signatures and attestations, and the officers of the Developer, Brookfield Communities and Sekisui their signatures, all as of the day and year first written above.

CITY OF AVONDALE, ARIZONA

By.....
Mike Pineda, Mayor

ATTEST:

.....
Marcella Sarmiento, City Clerk

Pursuant to A.R.S. Section 11-952(D), this Amendment has been reviewed by the undersigned attorney for the Municipality, who has determined that this Amendment is in proper form and is within the powers and authority granted pursuant to the laws of this State to the Municipality.

.....
Nicholle Harris, City Attorney

ALAMAR COMMUNITY FACILITIES
DISTRICT

By.....
Mike Pineda, Chairman, Board of Directors

ATTEST:

.....
Marcella Sarmiento, District Clerk

Pursuant to A.R.S. Section 11-952(D), this Amendment has been reviewed by the undersigned attorney for the District, who has determined that this Amendment is in proper form and is within the powers and authority granted pursuant to the laws of this State to the District.

.....
Nicholle Harris, District Counsel

AGREED TO AND ACCEPTED BY:

BROOKFIELD LAKIN LLC,
a Delaware limited liability company

By.....
Name.....
Title.....

BROOKFIELD COMMUNITIES US
LLC, a Delaware limited liability company

By.....
Name.....
Title.....

NORTH AMERICA SEKISUI HOUSE, LLC,
a Delaware limited liability company

By.....
Name.....
Title.....

CONSENT

Brookfield Residential (Arizona) LLC hereby consents to the execution and recording of that certain First Amendment to District Development, Financing Participation, Waiver and Intergovernmental Agreement (Alamar Community Facilities District), dated as of _____ 1, 20__, by and among the City of Avondale, Arizona, Alamar Community Facilities District, Brookfield Lakin LLC, Brookfield Communities US LLC and North America Sekisui House, LLC, to which this Consent is attached.

Dated as of _____ 1, 20__.

BROOKFIELD RESIDENTIAL (ARIZONA) LLC,
a Delaware limited liability company

By.....
Name.....
Title.....

STATE OF)
COUNTY OF) ss.

The foregoing instrument was acknowledged before me this day of 20__, by _____, the _____ of Brookfield Residential (Arizona) LLC, a Delaware limited liability company.

.....
Notary Public

My commission expires:

.....

ATTACHMENT:

EXHIBIT -- Legal Description of the Property

[Signature page to First Amendment to Development Agreement]

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this day of 20__,
by Mike Pineda, as Mayor of the City of Avondale, Arizona, an Arizona municipal corporation.

.....
Notary Public

My commission expires:

.....

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this day of 20__,
by Mike Pineda, as Chairman of the Board of Directors of Alamar Community Facilities District,
an Arizona community facilities district.

.....
Notary Public

My commission expires:

.....

The foregoing notarial certificate(s) relate(s) to the First Amendment, dated as of
_____ 1, 20__, to the District Development, Financing Participation, Waiver and
Intergovernmental Agreement (Alamar Community Facilities District), dated as of October 1,
2018, executed by the City of Avondale, Arizona, an Arizona municipality, Alamar Community
Facilities District, an Arizona community facilities district, Brookfield Lakin LLC, a Delaware
limited liability company, Brookfield Communities US LLC, a Delaware limited liability
company, and North America Sekisui House, LLC, a Delaware limited liability company (the
“Notarized Document”). The Notarized Document contains a total of pages.

STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this day of 20__, by _____, the _____ of Brookfield Lakin LLC, a Delaware limited liability company.

.....
Notary Public

My commission expires:

.....

STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this day of 20__, by _____, the _____ of Brookfield Communities US LLC, a Delaware limited liability company.

.....
Notary Public

My commission expires:

.....

STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this day of 20__, by _____, the _____ of North America Sekisui House, LLC, a Delaware limited liability company.

.....
Notary Public

My commission expires:

.....

The foregoing notarial certificate(s) relate(s) to the First Amendment, dated as of _____ 1, 20__, to the District Development, Financing Participation, Waiver and Intergovernmental Agreement (Alamar Community Facilities District), dated as of October 1, 2018, executed by the City of Avondale, Arizona, an Arizona municipality, Alamar Community

[Notary page to First Amendment to Development Agreement]

Facilities District, an Arizona community facilities district, Brookfield Lakin LLC, a Delaware limited liability company, Brookfield Communities US LLC, a Delaware limited liability company, and North America Sekisui House, LLC, a Delaware limited liability company (the “Notarized Document”). The Notarized Document contains a total of pages.

EXHIBIT

LEGAL DESCRIPTION OF THE PROPERTY
[TO BE INCLUDED IN RECORDED VERSION]

CFD RESOLUTION NO. 5-2025

(ALAMAR COMMUNITY FACILITIES DISTRICT)

A RESOLUTION OF THE BOARD OF DIRECTORS OF ALAMAR COMMUNITY FACILITIES DISTRICT APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (ALAMAR COMMUNITY FACILITIES DISTRICT)

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ALAMAR COMMUNITY FACILITIES DISTRICT as follows:

1. Findings.

a. On May 21, 2018, the Mayor and Council of the City of Avondale, Arizona (hereinafter called the “Municipality”), adopted Resolution No. 3453-518 which, among other things, ordered and declared formation of Alamar Community Facilities District* (hereinafter called the “District”).

b. The District is a special purpose district for purposes of Article IX, Section 19, Constitution of Arizona, a tax levying public improvement district for the purposes of Article XIII, Section 7, Constitution of Arizona, and a municipal corporation for all purposes of Title 35, Chapter 3, Articles 3, 3.1, 3.2, 4 and 5, Arizona Revised Statutes and, except as otherwise provided in Section 48-708(B), Arizona Revised Statutes, is considered to be a municipal corporation and political subdivision of the State of Arizona, separate and apart from the Municipality.

c. Pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (hereinafter referred to as the “Act”), and Section 9-500.05, Arizona Revised Statutes, in connection with the formation of the District, the Municipality, the District, Brookfield Residential (Arizona) LLC (hereinafter called “Brookfield”) and Brookfield Lakin LLC entered into a District Development, Financing Participation and Intergovernmental Agreement (Alamar Community Facilities District), dated as of October 1, 2018 (hereinafter referred to as the “Development Agreement”), to specify, among other things, conditions, terms, restrictions and requirements for public infrastructure (as such term is defined in the Act) and the financing of public infrastructure.

d. The board of directors of the District (hereinafter referred to as the “District Board”) has determined to enter into a First Amendment to the Development Agreement (hereinafter referred to as the “Development Agreement Amendment”), to provide for replacement of Brookfield with Brookfield Communities US LLC and North America Sekisui House, LLC,

* The District was originally formed under the name “Lakin Community Facilities District”. Subsequent actions were taken by the City Council of the Municipality and the Board of Directors of the District to change that name to the current one.

and the Development Agreement Amendment has been placed on file with the District Clerk of the District and presented to the District Board.

2. Approval of Development Agreement Amendment; Completion; Execution.

a. The Development Agreement Amendment is hereby approved in substantially the form submitted herewith, with such changes, additions, deletions, insertions and omissions, if any, as the Chairman of the District Board, with the advice of the District Manager and the District Counsel, shall authorize, the execution and delivery of the Development Agreement Amendment to be conclusive evidence of the propriety of such document and the authority of the person or persons executing the same.

b. The District Manager or his or her designee is hereby authorized to complete the Development Agreement Amendment by including the appropriate materials as necessary therein.

c. The Chairman of the District Board, with the advice of the District Manager and the District Counsel, is hereby authorized and directed to execute, and the District Clerk to attest, the Development Agreement Amendment on behalf of the District.

3. No Liability of or for the Municipality; Severability; Amendment; Effective Date.

a. Neither the Municipality nor the State of Arizona or any political subdivision of either (other than the District) shall be directly, indirectly or morally liable or obligated for the payment or repayment of any indebtedness, liability, cost, expense or obligation of the District, and neither the credit nor the taxing power of the Municipality, the State of Arizona or any political subdivision of either (other than the District) shall be pledged therefor.

b. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

c. All resolutions or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency.

d. This Resolution shall be effective immediately.

[SIGNATURES ON FOLLOWING PAGE]

PASSED by the Board of Directors of Alamar Community Facilities District this
15 day of December 2025.

.....
Mike Pineda, Chairman, Board of Directors,
Alamar Community Facilities District

ATTEST:

.....
Marcella Sarmiento, District Clerk, Alamar Community Facilities
District

APPROVED AS TO FORM:

.....
Nicholle Harris, District Counsel, Alamar Community Facilities
District