



City of Avondale

City Council Meeting

Monday, February 9, 2026

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, February 9, 2026

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

a. EMPLOYEE ANNOUNCEMENTS

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

- Frederick Flatt, Solid Waste Lead Equipment Operator
- Sergio Mejia, Civil Engineer
- Anthony Jones, Solid Waste Service Worker
- Bradley Tabora, Fleet Heavy Equipment Technician
- Christopher Gonzales, Street Maintenance Worker I
- Michael Gerhard, Water Meter Technician
- Rudy Toro, Wastewater Collections Operator

b. PROCLAMATION - GOVERNMENT COMMUNICATORS DAY - FEBRUARY 20, 2026

City Council will present a proclamation recognizing February 20, 2026 as Government Communicators Day to recognize and celebrate the invaluable contributions of public communicators across the nation. 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 January 12, 2026 and January 26, 2026 City Council meeting minutes. The Council will take appropriate action.

b. **APPOINTMENTS TO BOARDS AND COMMISSIONS**

City Council will consider a request to approve the following appointments to the City's Boards and Commissions as recommended by the City Council Subcommittee on Boards and Commissions and authorize the City Clerk to process the appointments. The Council will take appropriate action.

Board of Adjustment

- Irene Rivas Barrera as a Regular Member with a partial term to expire on 12/31/2027.
- Jay Koenig as a Regular Member with a partial term to expire on 12/31/2026.

Municipal Art Committee

- Bryan Kilgore as a Regular Member (Art Teacher) with a full term to expire on 12/31/2028.

Risk Management & Workers' Compensation Board

- Bryan Kilgore as a Regular Member with a partial term to expire on 12/31/2026.
- Joanne Spina as a Regular Member with a full term to expire on 12/31/2028.

c. **SETTLEMENT AGREEMENT AND PAYMENT FOR THE CLAIM OF DONNELL MACKIE**

City Council will consider a request to approve the settlement agreement with Donnell Mackie in the amount of \$168,000 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. **SETTLEMENT AGREEMENT AND PAYMENT FOR THE CLAIM OF JAMES PLYMESSER**

City Council will consider a request to approve the settlement agreement with James Plymesser in the amount of \$194,500 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **RESOLUTION 1009-0226 - AGREEMENT FOR LONG-TERM STORAGE CREDIT TRANSFER BETWEEN THE CITY OF AVONDALE AND CENTRAL ARIZONA WATER CONSERVATION DISTRICT**

City Council will consider a request to adopt Resolution 1009-0226, authorizing entry into the Central Arizona Water Conservation District Transfer Agreement for Long-Term Storage Credits, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute necessary documents. The Council will take appropriate action.

f. **RESOLUTION 1010-0226 - AMENDMENT TO MARICOPA HOME CONSORTIUM INTERGOVERNMENTAL AGREEMENT**

City Council will consider a request to adopt Resolution 1010-0226, approving an amendment to the Maricopa HOME Consortium Intergovernmental Agreement with the Maricopa County Human Services Department (MCHSD) to add the City of Goodyear as a new member of the HOME Consortium and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. ORDINANCE 2003-0226 - SECOND AMENDMENT TO LEASE AGREEMENT WITH BOYS & GIRLS CLUBS OF THE VALLEY

City Council will consider a request to adopt Ordinance 2003-0226, approving the Second Amendment to the Lease Agreement between the City of Avondale and Boys & Girls Clubs of the Valley to clarify maintenance and lighting responsibilities, Americans with Disabilities Act compliance obligations, incorporate an updated legal description following the City's recent replat of the property and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. ORDINANCE 2004-0226 - ACCEPTANCE OF AN ASSIGNMENT OF EASEMENT FROM MARICOPA COUNTY

City Council will consider a request to adopt Ordinance 2004-0226, authorizing the acceptance of an assignment of a drainage easement from Maricopa County and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

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

(5 minutes)

6. ADJOURNMENT

Councilmembers of the City of Avondale will attend either in person or by telephone or video conference call. Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1000 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 oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1000 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

ITEM NUMBER: 2.b.

SUBJECT: Proclamation - Government Communicators Day - February 20, 2026

MEETING DATE: 2/9/2026

TO: Mayor and Council

FROM: Pier Simeri, Marketing and Public Relations Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **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 present a proclamation recognizing February 20, 2026 as Government Communicators Day to recognize and celebrate the invaluable contributions of public communicators across the nation. This item is for discussion only.

BACKGROUND:

The role of government communications professionals is to inform, educate and engage their communities. Robust communication in government creates trust and inspires residents to take action and be involved. Whether it's spearheading public outreach and education campaigns, crafting media advisories, producing creative reels and video for social media, or formulating strategic responses during a crises, government communicators are at the helm of ensuring transparent and effective communication.

DISCUSSION:

February 20, 2026 is a day has been set aside to recognize communications professionals working in government. Government Communicators Day is dedicated to recognizing and celebrating the invaluable contributions of public communicators across the nation. This special day serves as an opportunity to spotlight the tireless efforts of government communicators who work diligently behind the scenes.

The City of Avondale's Marketing and Public Relations (MPR) Department serves as the communications hub for the organization. MPR's team of seven professionals bring a wide range of experience and qualifications to their roles, taking pride in showcasing all that is exceptional about the City of Avondale. Over the past two decades, the department has won numerous awards for marketing and communications.

MPR department oversees public information and media relations, digital marketing, graphic design,

videography, photography, website administration, social media, and more. MPR staff serve all City departments by developing educational, marketing materials and public outreach campaigns. It also develops and shapes a comprehensive image of the City brand, and works with departments to ensure consistency with the brand's usage and protect its integrity.

BUDGET IMPACT:

NA

RECOMMENDATION:

For information purposes only.

Contact person for document distribution: Pier Simeri

Avondale

PROCLAMATION

GOVERNMENT COMMUNICATORS DAY | FEBRUARY 20, 2026

WHEREAS, the role of government communications professions is to inform, educate and engage their communities; and

WHEREAS, robust communication in government creates trust and inspires residents to take action and be involved; and

WHEREAS, government communications create relationships and calls to action; build awareness and understanding through storytelling; engage and foster engagement on civic issues, and use all channels to include people in critical decisions; and

WHEREAS, it is essential to have strong communications in government because it is a foundational element of living in a democracy where citizens have the freedom to make their voice heard; and

WHEREAS, Avondale's Marketing and Public Relations Department serves as the hub for the City's external communications to residents, visitors and the business community; and

WHEREAS, the City of Avondale is proud and has deep gratitude and recognition for government communicators' professionalism, dedication, hard work, commitment, enthusiasm and sacrifice.

NOW, THEREFORE, on behalf of the Avondale City Council, the City of Avondale, Arizona, hereby proclaims February 20, 2026 as Government Communicators Day in the City of Avondale and encourage all residents to recognize the members of the Marketing and Public Relations Department, along with other City staff, including Public Safety personnel, who have dedicated their careers to ensure the City of Avondale has effective, impactful, and successful communication strategies that resonate and are relevant.

Proclaimed this 9th day of February 2026.

Mayor

Attest: _____
City Clerk

ITEM NUMBER: 4.a.

SUBJECT: Minutes

MEETING DATE: 2/9/2026

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 January 12, 2026 and January 26, 2026 City Council meeting minutes. The Council will take appropriate action.

BACKGROUND:

Pursuant to Arizona Revised Statute § 38-431.01(B), the City must provide written minutes of all City Council meetings.

DISCUSSION:

City Council held a meeting and the attached minutes have been prepared for approval.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the January 12, 2026 City Council meeting minutes.

Contact person for document distribution: Chris Pierson

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
January 12, 2026

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 and Councilmembers Tina Conde, Jeannette Garcia, Gloria Solorio, Shari Weise, and Max White.

Members Absent: Vice Mayor Curtis Nielson.

Other Municipal Officials Present: Ron Corbin, City Manager; Katie Gregory, Assistant City Manager; Dale Nannenga, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Sarmiento, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Barbara Coppage, City Auditor; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Corey Larriva, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Andy Mesquita, Human Resources Director; Kimberly Moon, Engineering Director; Jodie Novak, Development Services Director; Larry Rooney, Fire Chief; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; Jennifer Stein, Economic Development Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 30 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. EMPLOYEE ANNOUNCEMENTS

New Finance and Budget Department employee Marco Ponce, CIP Project Manager, was introduced to City Council. This item was for discussion only.

b. RECOGNITION OF POLICE EMPLOYEES - OFFICER BENAVIDEZ & OFFICER REDFEARN

Daniel Benavidez and Jaret Redfearn, Police Department Police Officers, were recognized before City Council for their recent award they received from the Rancho Santa Fe Elementary School. This item was for discussion only.

c. PROCLAMATION – 80TH ANNIVERSARY

City Council proclaimed the 2026 year as the celebratory year of Avondale's 80th anniversary. This item was for discussion only.

d. PROCLAMATION – NOT IN OUR CITY

City Council proclaimed January 2026 as Not In Our City Month. This item was for discussion only.

3. UNSCHEDULED PUBLIC APPEARANCES

Gerald Meau, resident of Avondale, submitted a request to speak; however, he withdrew his request when called to the podium.

4. CONSENT AGENDA

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

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

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

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

a. MINUTES

City Council approved the December 1, 2025 and December 15, 2025 City Council meeting minutes.

b. SERIES 4 (WHOLESALE) LIQUOR LICENSE — GREEN LIGHT DISTRIBUTORS

City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 4 (Wholesale) Liquor License submitted by Andrea Dahlman Lewkowitz, authorizing the distribution of all types of liquor (beer, wine, and distilled spirits) to Arizona-licensed retailers at Green Light Distributors, located at 1100 North 127th Avenue, Suite 102, in Avondale and authorized the Mayor and City Clerk to execute the necessary documents.

c. SERIES 4 (WHOLESALE) LIQUOR LICENSE — ESTACA 1992 LLC

City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 4 (Wholesale) Liquor License submitted by Andrea Dahlman Lewkowitz, authorizing the distribution of all types of liquor (beer, wine, and distilled spirits) to Arizona-licensed retailers at Estaca 1992 LLC, located at 1100 North 127th Avenue, Suite 105, in Avondale and authorized the Mayor and City Clerk to execute the necessary documents.

d. RESOLUTION 1001-0126 – FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE FOR LANDFILL SERVICES

City Council adopted Resolution 1001-0126, approving the First Amendment to the Intergovernmental Agreement with the City of Glendale relating to landfill disposal services and authorizing the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. RESOLUTION 1002-0126 - GRANT-IN-AID AGREEMENT WITH TOHONO O'ODHAM NATION

City Council adopted Resolution 1002-0126, accepting grant funding from the Tohono O'odham Nation in the amount of \$162,051 (\$125,056 for training equipment that will be used by the Avondale Police Department SWAT team and \$36,995 for equipment to be used by the Public Works Department to help maintain a healthy wetland ecosystem at Crystal Gardens), and authorizing staff, the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

f. RESOLUTION 1003-0126 - SUPPORTING HABITAT FOR HUMANITY GRANT APPLICATION THROUGH MARICOPA COUNTY HOME INVESTMENT PARTNERSHIPS PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FUNDING

City Council adopted Resolution 1003-0126, associated with a grant application submitted by Habitat for Humanity of Central Arizona to Maricopa County for HOME Community Housing Development Organizations (CHDO) funds, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

g. RESOLUTION 1004-0126 - SUPPORTING TRELIS GRANT APPLICATION THROUGH MARICOPA COUNTY HOME INVESTMENT PARTNERSHIPS PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FUNDING

City Council adopted Resolution 1004-0126, associated with a grant application submitted by Trellis to Maricopa County for HOME Community Housing Development Organizations (CHDO) funds, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

5. REGULAR AGENDA

a. PUBLIC HEARING - INTENT TO ADOPT REVISED DEVELOPMENT IMPACT FEES

City Council conducted a public hearing on the City's intent to adopt revised development fees. This item was for discussion only.

Renee Weatherless, Finance and Budget Director, presented and discussed the proposed amendments to the Development Impact Fees, which are governed by State Statute. The revisions are intended to ensure that new growth is self-sustaining, thereby preventing any undue financial impact on current residents or businesses.

A public notice regarding these changes was issued in August, followed by two stakeholder meetings with representatives from the development community. A public

hearing addressing the updated Land Use Assumptions and Infrastructure Improvement Plan took place on November 17, 2025. Subsequently, a Notice of Intent to Assess Development Fees was posted on November 22, 2025. The current public hearing concerns the revised Development Impact Fees, which are scheduled for City Council consideration on February 23, 2026. Should the fees be adopted, they will become effective 75 days thereafter, starting May 9, 2026, for all new projects.

The primary purpose for this update stems from increased costs associated with the Water Reclamation Facility Expansion project, including the need to recover additional expenses and debt finance. The estimated cost for this initiative has risen from \$80 million at the time of the previous fee schedule approval to \$155 million currently.

Ms. Weatherless provided a detailed explanation of the methodology used to calculate wastewater development impact fees for single-family residences, indicating an approximate increase of \$7,700. She further noted that, in comparison to other cities within the region, this adjustment would position Avondale slightly above the midpoint rather than in the lower tier.

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 asked about the Water Reclamation project's start date. Mr. Corbin responded that design is underway, with construction requested for next fiscal year, lasting about two years. The project remains at \$155 million and will be presented to City Council soon.

Councilmember White inquired about the original project cost estimate. Ms. Weatherless responded that \$79 million approved in 2022.

This item was for discussion only.

Note from the City Clerk: The following agenda items were presented together and voted on separately.

b. RESOLUTION 1005-0126 - AMENDMENTS TO AVONDALE PERSONNEL POLICIES AND PROCEDURES, CHAPTER 4 RECRUITMENT & SELECTION

City Council considered a request to adopt Resolution 1005-0126, amending the Personnel Policies and Procedures Chapter Policy 4, Recruitment & Selection to increase the maximum duration of a certified list from one year to two years, modify the promotional probation section of current policy to align with recent changes to A.R.S. 38-1104 regarding the demotion of promoted law enforcement officers for unsuccessful completion of promotional probation, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Andy Mesquita, Human Resources Director, presented and discussed the amendments to Chapter 4, Duration of Certified List and Promotional Probation.

The Certified List consists of eligible and qualified candidates to consider for a vacant position, that currently remains active for six months, with an option to be extended to one year with approval from the Human Resources Director. The recommendation is to establish the ability for the certified list to be extended to two years. This proposed amendment was a priority topic during negotiations with the Avondale Professional Firefighters Association (APFFA), which they support. The amendment is beneficial to the City of Avondale and the candidates, particularly given the time, effort, and cost related to promotional testing for sworn public safety positions. It is also beneficial to streamline hiring for anticipated vacancies.

Under the current policy an employee can be dismissed if it is determined they have unsuccessfully completed the promotional probationary period and no lower-level vacant position exists for which the employee qualifies. Changes associated with revised statute A.R.S. 38-1104, removes the ability for employers to dismiss Law Enforcement Officers that were promoted due to unsuccessful completion of the promotional probation. Rather, the employer would demote the employee. It should be noted that this does not limit the employer from terminating an employee at anytime for just cause. Adopting this amendment will bring the City of Avondale into compliance with State Law.

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

- Councilmember White described a situation where an employee was promoted but faced disciplinary action during their probationary period. Ultimately, it was determined that the employee did not successfully complete the promotional probation. Mr. Mesquita clarified that department directors and the leadership team consider various qualifications when reviewing candidates for promotion. Employees receive training and coaching to maximize their chances of success. If an individual does not pass the promotional probation, they would be demoted to another qualifying position within the City rather than dismissed outright, since the demotion is not due to misconduct or behavioral issues.
- Councilmember White clarified her question by expressing concern that a person who failed to secure a promotion might be demoted and return to work alongside team members they previously did not discipline appropriately, which could lead to issues. Mr. Mesquita responded that if an employee does not meet job expectations, they will be given corrective steps to help them improve. If these measures do not succeed, it should be assessed whether the employee is suitable for the position; if not, demotion is appropriate.

Chapter 18 had not been reviewed since it was created in 2014. The Human Resources team has reviewed Chapter 18 and proposes several recommendations to promote transparency, consistency, and accountability.

Mr. Mesquite provided an overview of the following proposed amendments within Chapter 18:

- Progressive Discipline
- Administrative Investigations
 - Provides transparency to what is entailed when embarking on an Administrative Investigation
- Employee Representative Rights and Responsibilities
 - In January 2024, City Council approved amendments to Chapter 18 to include representatives, allowing an employee to have a current employee (not an attorney) present during an administrative investigation interview or pre-disciplinary hearing.
- Pre-Disciplinary Process
 - Ensures a notice of intent for discipline includes reasons, policy violations, and rights)
- Disciplinary Matrix

Councilmember White provided feedback on the matrix and its approach to disciplinary categorization. He recommended delineating the types of reprimand, distinguishing between options such as coaching, verbal warnings, formal reprimands, or termination and dismissal. Councilmember White also noted that, while current policy allows for termination upon an employee's arrest for criminal conduct, it should specify that dismissal is warranted only when an employee is found guilty of a criminal offense. Additionally, he suggested including action-based outcomes and further consolidating information within the matrix. In response, Mr. Mesquita explained that the discipline matrix concept was adapted from prior practices to meet the City of Avondale's requirements. As this represents the city's first discipline matrix, staff will continue to assess and refine it as necessary.

Councilmember White asked about feedback from employee associations regarding the proposed changes. Mr. Mesquita explained that input was collected from the leadership team during the overhaul process, and direct feedback came from the Avondale Professional Firefighters Association during negotiations. There is consensus that certain actions are unacceptable, while others present opportunities for learning and coaching. The key update is to guarantee complete transparency in the disciplinary process.

Councilmember White also asked whether any departments enforce stricter disciplinary measures due to specific rules and laws. Mr. Corbin responded that it varies by department; for example, law enforcement, firefighters, and drivers or heavy equipment operators with DOT certification may fall under different standards. Mr.

Mesquita agreed, suggesting that focusing on departments related to public safety is appropriate, as these roles carry higher expectations and responsibilities.

Mayor Pineda thanked Mr. Mesquita and team for bringing the information into compliance and ensuring transparency of the processes. Mr. Corbin expressed his appreciation to all employee associations, department directors, and the City Council for dedicating their time to review the proposed amendments and offer valuable feedback that contributed to the development of the comprehensive document presented here.

Councilmember Solorio moved to adopt Resolution 1005-0126, amending the Personnel Policies and Procedures Chapter Policy 4, Recruitment & Selection, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Councilmember White seconded the motion.

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

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

c. RESOLUTION 1006-0126 - AMENDMENTS TO PERSONNEL POLICIES AND PROCEDURES, CHAPTER 18 DISCIPLINE

City Council considered a request to adopt Resolution 1006-0126, amending the Personnel Policies and Procedures Chapter Policy 18, Discipline to: incorporate a progressive discipline framework; memorialize procedures related to administrative investigation interviews; enhance clarity regarding roles/responsibilities associated with employee representation rights; adopt a clear pre-determination hearing process; establish a disciplinary matrix to serve as a tool and guidelines for determining discipline; and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Councilmember White moved to adopt Resolution 1006-0126, amending the Personnel Policies and Procedures Chapter Policy 18, Discipline, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents; Councilmember Garcia seconded the motion.

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

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

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

Councilmember Garcia shared her experience attending the Patriot All-America Golf Tournament with the West Valley Mavericks. Additionally, she met Vice President J.D. Vance.

Councilmember Weise shared her attendance at the opening of the pickleball courts and dog park.

Mayor Pineda shared his attendance at the opening of the pickleball courts and dog park and the Alamar Community 5-Year Anniversary Celebration. Additionally, he discussed time spent with the "ROMEO" (Retired Old Men Eating Out) Organization for breakfast and discussion at McDonalds on the corner of 99th Avenue and McDowell Road where they meet every Thursday morning.

7. ADJOURNMENT

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

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

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

The meeting was adjourned at 6:42 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 12th day of January 2026. 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

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
January 26, 2026

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 5:31 p.m.

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

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

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Katie Gregory, Assistant City Manager; Dale Nannenga, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Sarmiento, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Barbara Coppage, City Auditor; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Corey Larriva, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Andy Mesquita, Human Resources Director; Kimberly Moon, Engineering Director; Jodie Novak, Development Services Director; Larry Rooney, Fire Chief; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; Jennifer Stein, Economic Development Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 150 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

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

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

- Francisco Olivas
- Analaya Salcido
- Declan Blaydes
- Allyson Cooke
- Emily Dang

b. RECOGNITION OF AVONDALE HIGH SCHOOL'S RECEIVING LETTER GRADE A ACHIEVEMENT

City Council recognized La Joya Community High School and West Point High School for their recent accomplishment of receiving a letter grade A from the Arizona State Board of Education. This item was for discussion only.

c. HOLIDAY SCHOOL SPIRIT FOOD DRIVE AWARDS PRESENTATION

City Council recognized schools that participated in the 2025 Holiday School Spirit Food Drive and provide special recognition to the schools that generated the greatest amount of food to support the community. This item was for discussion only.

The following schools were recognized for being a participating school.

- Agua Fria High School
- Avondale Middle School
- Corte Sierra Elementary School
- Estrella High School
- Estrella Vista STEM Academy
- Imagine Schools Avondale
- Legacy Traditional School
- Rancho Santa Fe Elementary School
- West Point High School
- Westview High School

The following schools were recognized for generating the greatest amount of food.

- West Point High School
 - Pounds of Food – 1,420 pounds
 - Number of Meals – 1,183 Meals
- Avondale Middle School
 - Pounds of Food – 1,475 pounds
 - Number of Meals – 1,229 Meals
- Legacy Traditional School
 - Pounds of Food – 2,004 pounds
 - Number of Meals – 1,670 Meals

d. AVONDALE BUSINESS SPOTLIGHT PROGRAM AWARD

City received an update from the Economic Development Department relating to the Avondale Business Spotlight Program Award.

Panaderia La Central was awarded the Business Spotlight Award for their generosity in 2025 for offering free, custom wedding cake for couples in need. This item was for discussion only.

3. UNSCHEDULED PUBLIC APPEARANCES

Adrian Almanza, an Avondale resident and junior at Aqua Fria High School, presented the City Council with several student safety concerns regarding 530 East Riley Drive. The first issue he raised involved insufficient or unusable crosswalks in the area. He also addressed the problem of speeding along 530 East Riley Drive, particularly by student drivers. Additionally, Mr. Almanza highlighted difficulties caused by parking before and after school, which often result in gridlock conditions. He noted that limited visibility due to parked vehicles poses a significant risk, as drivers may not see students suddenly crossing between cars, potentially leading to serious accidents.

Mayor Pineda thanked Mr. Almanza for sharing these important concerns with the Council and encouraged him to continue collaborating with City Management to identify appropriate solutions.

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 agenda item 4a be pulled for separate consideration.

Motion was made by Councilmember White, seconded by Councilmember Solorio, to approve the Consent Agenda with the exception of agenda item 4a.

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. CALL AND NOTICE OF ELECTION

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

b. SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE — LA FIESTA MARKET CARNICERIA 2 LLC

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 Martha Chimán for the sale of alcohol at La Fiesta Market Carniceria 2 LLC located at 27 N Dysart Road in Avondale and authorized the City Clerk to execute the necessary documents.

c. QUARTERLY BUDGET TRANSFER

City Council approved quarterly budget transfers as summarized in the attached Exhibit A, increase the award authority for the projects and authorized Finance and Budget Department staff to take the steps necessary to execute the transfers.

d. RESOLUTION 1007-0126 — ADOPTING THE STATE OF ARIZONA NOMINATION FILING DATES, BALLOT PREPARATION DATES, AND STATE ELECTION PROCEDURES MANUAL FOR THE AUGUST 4, 2026 MUNICIPAL ELECTION

City Council adopted Resolution 1007-0126, adopting the State of Arizona nomination petition filing dates and ballot preparation date for the August 4, 2026 election (unless otherwise amended by the Arizona State Legislature), adopting the Arizona Secretary of State Election Procedures Manual, and declaring an emergency; and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. RESOLUTION 1008-0126 — AUTHORIZING GRANT ACCEPTANCE FROM ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY FOR A LITHIUM-ION BATTERY DIVERSION INITIATIVE

City Council adopted Resolution 1008-0126, authorizing the City Manager to accept grant funds in the amount of \$20,490 from the Arizona Department of Environmental Quality's Waste Reduction Assistance (WRA) program for the development and implementation of a lithium-ion battery diversion program, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

f. ORDINANCE 2001-0126 — ACQUISITION OF REAL PROPERTY FOR PUBLIC USE LOCATED SOUTH OF EAST HILL DRIVE AND WEST OF NORTH SIXTH STREET

City Council adopted ordinance 2001-0126, approving the acquisition of real property for public use located south of East Hill Drive and west of North Sixth Street, and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary city documents.

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

a. CALL AND NOTICE OF ELECTION

City Council (a) called a Primary Election on August 4, 2026, or on a date otherwise prescribed by state law, and if necessary, a General Election on November 3, 2026; (b) authorized staff to add issues to the ballot as directed by Council, or by appropriate administrative action; and (c) authorized the City Clerk and the City Attorney to take all action necessary to conduct the election.

Councilmember White asked about the requirements and timelines for adding items to the November ballot. Ms. Sarmiento explained that she is directed to add a referendum, recall, or initiative if petitions are filed with the City Clerk's office.

Councilmember White asked if it was the right time to request putting last year's failed bond back on the ballot. Mayor Pineda explained that discussions were still happening. City Attorney Harris added that more work was needed, and as with last year, the City Council would need to authorize it. The current rules prevent the Clerk's Office from

proceeding with the bond; the matter must return to the Council to officially call for an election, just like before. In response to Councilmember White, Ms. Sarmiento noted that the bond was previously scheduled for the ballot around April.

Councilmember White asked whether charter questions would be handled by forming a committee or directly reviewed by the council. City Attorney Harris explained that a committee would be established. This charter committee would collaborate with the City Manager's and City Attorney's offices to suggest amendments, discuss them with the Council, and then decide on how to implement those changes. Ultimately, all amendments would need to be presented to the voters.

Councilmember White explained why she asked clarifying questions, mentioning issues like outdated language or guidance and their effects on Councilmembers. She also suggested holding a future study session to understand these matters require elections, it's important to thoroughly examine the charter review process and work toward getting the bond back on the ballot. Mayor Pineda discussed his communication with leadership, expressed his intent to present the bond to voters again, and stated that he would share more details with the Council as they become available.

Councilmember Weise moved to (a) call a Primary Election on August 4, 2026, or on a date otherwise prescribed by state law, and if necessary, a General Election on November 3, 2026; (b) authorize staff to add issues to the ballot as directed by Council, or by appropriate administrative action; and (c) authorize the City Clerk and the City Attorney to take all action necessary to conduct the election; 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

a. PUBLIC HEARING AND ORDINANCE 2002-0126 - ZONING ORDINANCE TEXT AMENDMENTS – CHAPTER 28, ARTICLE 1 (ADMINISTRATION AND PROCEDURES); ARTICLE 5 (SPECIAL DISTRICTS; OVERLAYS); ARTICLE 8 (PARKING); ARTICLE 9 (SIGNS); ARTICLE 12 (LANDSCAPE, WALLS, AND FENCES) — APPLICATION PL-25-0291

City Council held a public hearing and considered a request to adopt Ordinance 2002-0126, 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 remove references to the obsolete City Center District (CCD) zoning district and allow for continued refinement of the Zoning Ordinance, allow for clerical corrections, provide for cross-references, and address the overall accuracy and usability of the Zoning Ordinance.

Monika Smriti, Senior Planner, provided an overview of Application PL-25-0291 City initiated Zoning Code Text Amendment for City Center District (CCD). The CCD Zoning Code was added in 2009 with more than 250 acres rezoned to this designation. In 2019, the BLVD Zoning District was adopted to create a vibrant urban core, ultimately replacing all but 79 acres of CCD. In 2022, a portion of the remaining 79 CCD acres was rezoned to PAD Fuze 623 and in 2025 the remaining parcel was rezoned PAD Avondale Tech Center.

With no properties remaining within CCD zoning and per Section 28-91(k), the zoning district is to be deleted, including any subsections that contain CCD land uses and development standards. Any references to CCD throughout the Zoning Code would be replaced with references to the BLVD Zoning District where applicable.

Staff find the proposed text amendment necessary to ensure compliance with the Zoning Code, which will improve usability and enhance our customer service. All required public notifications have been completed and to date no public comments have been received. The Planning Commission meeting and public hearing was held on December 17, 2025, with no discussion and the Commission unanimously voted 6 to 0 to recommend approval to City Council.

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

Councilmember Solorio moved to adopt Ordinance 2002-0126, approving application PL-25-0291, a request for text amendments to the City of Avondale Zoning Ordinance, for the reasons set forth in the staff report and authorizing the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents; 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. MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF AVONDALE AND THE AVONDALE PROFESSIONAL FIREFIGHTERS ASSOCIATION (APFFA) LOCAL 3924

City Council considered a request to approve the Memorandum of Understanding between the City of Avondale and the Avondale Professional Firefighters Association Local 3924 which will be effective July 1, 2026, through June 30, 2028, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Andy Mesquita, Human Resources Director who was joined by Calen Smith, President, Avondale Professional Fire Fighters Association (APFFA) Local 3924 presented and discussed the Memorandum of Understanding (MOU) that will go into effect on July 1, 2026 and expire on June 30, 2028.

Initially Mr. Mesquita recognized all parties involved in negotiating and supporting the process and proposed MOU. Formal negotiations began in early September and concluded in early November, with many months of preparation prior to that. All requests are considered based on guiding principles. The proposed MOU reincorporates existing language, introduces revised and new language

Mr. Mesquita reviewed and discussed for clarity purposes, 15 sections that had key revisions that were substantive in nature.

- Section 1.3 – Nepotism Policy: This will allow a Battalion Chief to supervise immediate family members during a temporary overtime shift, but they can not be assigned to the same apparatus.
- Section 4.1 – Base Rate of Pay: Allows members on a promotional probation who are meeting expectations to receive a one-step merit increase on the same schedule as other represented employees. This was implemented last year across the City. Additionally, the wage table was updated to support market competitiveness, which is a 6.5 percent increase.
- Section 4.3 - Specialty Pay: Allows an increase for technical rescue pay from \$1.10 per hour to \$1.50 per hour to be competitive within the valley.
- Section 4.5 – Overtime and Premium Pay: The Incentive Premium Pay for approved special assignments was a pilot program within the current contract, which is being made ongoing in the new MOU and maintains the 2,000 hour per fiscal year cap.
- Section 4.7 – Move-up Pay: Once necessary training requirements are completed, Fire Fighters can be placed on move-up status and temporarily fill a vacant assignment for more than 15 minutes and receive the move-up pay.

- Section 4.8 – 56 to 40 Hour Position Pay and Leave Accruals: A conversion formula for leave accruals between 56- and 40-hour assignments has been implemented. This will streamline the process, lessen confusion, and reduce administrative time.
- Section 4.10 – Market Analysis and Resemblance Pay: A structured survey process for fiscal year 2028 was implemented that establishes wage adjustments tied to market results for proposing salary adjustments.
- Section 8.8 – Deferred Compensation: The City’s contribution for 457 accounts will increase from \$50 to \$100 per pay period if the employee continues to make a \$50 minimum contribution.
- Section 8.9 – Post-Retirement Health Plan (PEHP): The program language was cleaned up and enhanced for the premium only universal PEHP. Mr. Mesquita provided a brief overview of the current PEHP Plan. A new benefit proposed is employer contributions to the Universal accounts by rank. A list was provided and reviewed.
- Section 8.11 – Non-Hazardous Duty for Pregnancy: Language was added to clarify the process of moving to a light duty assignment and the pay associated with it.
- Section 8.12 – Holiday Pay: Language was revised to clarify holiday differential pay is based on actual shift and hours worked. Further there will be an annual allocation of 33.6 personal leave hours to the vacation bank for both 56- and 40-hour shifts.
- Section 8.13 – Presumptive Cancer Leave: This is a significant change because of the seriousness of occupational cancer and both the City and APFFA are committed to supporting the health, treatment and recovery of those diagnosed with it. The City agrees to provide up to 26 weeks of paid leave to eligible unit members diagnosed with presumptive cancer who do not qualify for coverage as an occupational disease under state law, covered by workers compensation with accrual eligibility and premium paid protections. Arizona State law indicates that after five years an employee diagnosed with presumptive cancer would be covered by workers compensation.
- Section 9.1 – Fitness Examinations: This will make implement the \$5,000 Universal PEHP contribution to retirement for post- employment medical and fitness exams an ongoing benefit for any retiree.
- Section 11.1 – Productive Pay: The longevity-based productive pay tiers were updated and a \$250.00 Universal PEHP contribution for eligible service milestones was established to support health care and other needs post-retirement. The list was provided and reviewed.

- Section 14 – Representation Rights: This incorporates any amendments to Chapter 18 approved by City Council and reinforces those rights in the MOU. A list was provided and reviewed.

Mr. Mesquita noted the estimated budgetary impact is approximately \$925,000 ongoing dollars which would be included in the fiscal year 2027 annual budget.

Mr. Smith took the opportunity to talk about negotiations and the recommended MOU. Noting the major priorities of the union are paid benefits, working conditions, and fair and equal treatment of all members. Negotiating this MOU was a lot of work but the plan was intentional and collaborative, while ensuring what was most important to the members was being advocated for. In his opinion, that was accomplished and this contract will allow them to recruit and retain the best fire fighters in the valley.

Mr. Smith thanked all those involved in the negotiating process, and those who supported their efforts.

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

Councilmember White requested clarification regarding the contribution to the deferred compensation plan. Mr. Mesquita explained that the City will provide a fixed contribution of \$100 per pay period, if participants contribute a minimum of \$50.

Councilmember White asked if Section 8.13 required employees to appear before the Industrial Commission. Mr. Mesquita clarified that employees are encouraged to file a claim, and if approved, Presumptive Cancer leave ends and transitions to Workers Compensation. Councilmember White expressed concern that this could burden caregivers with paperwork during critical times and suggested reviewing the policy in future negotiations. Mr. Mesquita emphasized that firefighters qualify for leave upon diagnosis, regardless of filing or denial of a claim, and may pursue Workers' Compensation during paid leave. If approved, Presumptive Pay stops. Mr. Corbin cited a case where an employee was initially denied but, with City help, later received Workers' Compensation benefits. Mr. Mesquita also confirmed the City does not seek to reclaim funds paid during the application process.

In response to Councilmember White's inquiry, Mr. Mesquita noted Section 14 is new information in the MOU that correlates with Chapter 18.

Councilmember Solorio addressed Section 8.13, highlighting its compassion and support of individuals who contribute significantly to the community. She expressed appreciation for all involved and noted her frequent remarks regarding the commendable work conducted both within and outside of the Fire Department.

Councilmember Conde expressed sincere gratitude to the firefighters and their families for their service to the city's residents, stating, "You know you are all valued and appreciated."

Councilmember Garcia expressed appreciation for first responders, firefighters, and their families, emphasizing that they are not compensated enough for all they contribute to the community. You truly deserve this recognition and much more. I hope Avondale continues to have outstanding firefighters and can retain the dedicated team we currently have.

Mayor Pineda is pleased that an agreement was reached on important matters. The best interests of all involved have been considered and have been communicated by many council members; it's not only the firefighters who serve the community that benefit from these negotiations, but also their families. Your dedication to the community and your willingness to go above and beyond may never be fully repaid, but we are doing what we can at this time to ensure we both attract and retain the best people. I am glad we were able to come to an agreement and look forward to learning more about the process. I am also grateful that we are considered an employer of choice.

Councilmember Garcia moved to approve the Memorandum of Understanding between the City of Avondale and the Avondale Professional Firefighters Association Local 3924 which will be effective July 1, 2026, through June 30, 2028, 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

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

Councilmember Solorio advised the board of her assignments from the National League of Cities Board that include membership and recruitment, Military Communities Council, and Liaison between the National League of Cities Board and the Hispanic local elected officials.

Councilmember White spoke about her attendance at the Arizona MLK Day celebration where Valley Metro was a sponsor. Additionally, she shared her

attendance at the Mercados and Melodies event, suggesting additional lighting in the free speech zone and porta potty area.

Vice Mayor Nielson spoke about his attendance at Mercados and Melodies and challenged Parks and Recreation to have another event that is even better than the first two.

7. ADJOURNMENT

There being no further business before the Council, Councilmember Garcia moved to adjourn the Regular Meeting into Executive Session pursuant to Ariz. Rev. Stat. § 38--431.03(A)(1) and (A)(3) for discussion of the mid-year performance evaluation and salary of the City Manager and for discussion or consultation with the City Attorney for legal advice regarding the duties and responsibilities of the City Manager and City Council; 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 7:06 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 26th day of January 2026. 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: Appointments to Boards and Commissions

MEETING DATE: 2/9/2026

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 following appointments to the City's Boards and Commissions as recommended by the City Council Subcommittee on Boards and Commissions and authorize the City Clerk to process the appointments. The Council will take appropriate action.

Board of Adjustment

- Irene Rivas Barrera as a Regular Member with a partial term to expire on 12/31/2027.
- Jay Koenig as a Regular Member with a partial term to expire on 12/31/2026.

Municipal Art Committee

- Bryan Kilgore as a Regular Member (Art Teacher) with a full term to expire on 12/31/2028.

Risk Management & Workers' Compensation Board

- Bryan Kilgore as a Regular Member with a partial term to expire on 12/31/2026.
- Joanne Spina as a Regular Member with a full term to expire on 12/31/2028.

BACKGROUND:

The City Council Subcommittee on Boards and Commissions (Subcommittee) makes recommendations for membership based on term expiration, vacancies from resignations, or changes to member eligibility status. The Subcommittee met on January 22, 2026 and made appointment recommendations. As required in the City Council Rules of Procedures, all candidates have been notified of the recommendations and the City Clerk has

emailed all members eligible for reappointment and all are interested.

DISCUSSION:

The Subcommittee recommended the following individuals to serve as Board or Commission Members:

Board of Adjustment

- Irene Rivas Barrera as a Regular Member with a partial term to expire on 12/31/2027.
- Jay Koenig as a Regular Member with a partial term to expire on 12/31/2026.

Municipal Art Committee

- Bryan Kilgore as a Regular Member — Special Qualifications with a full term to expire on 12/31/2028.

Risk Management & Workers' Compensation Board

- Bryan Kilgore as a Regular Member with a partial term to expire on 12/31/2026.
- Joanne Spina as a Regular Member with a full term to expire on 12/31/2028.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

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

Contact person for document distribution: n/a

ITEM NUMBER: 4.c.

SUBJECT: Settlement Agreement and Payment for the Claim of Donnell Mackie

MEETING DATE: 2/9/2026

TO: Mayor and Council

FROM: Nicholle Harris, City Attorney

THROUGH: N/A

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

STRATEGIC PLAN:

N/A

PURPOSE:

City Council will consider a request to approve the settlement agreement with Donnell Mackie in the amount of \$168,000 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Donnell Mackie filed a notice of claim with the City on August 25, 2025.

DISCUSSION:

The City Attorney's Office has negotiated a settlement with Mr. Mackie and is recommending approval of this settlement. The City's balance will remain above our required reserve balance.

BUDGET IMPACT:

The Risk Fund maintains a fund balance to pay claims against the City. With approval of this settlement, the City's balance will remain above our required reserve balance.

RECOMMENDATION:

Staff is recommending City Council approve the settlement agreement with Mr. Mackie in the amount of \$168,000 and authorize the Mayor, the City Manager, the City Attorney, and the City Clerk to execute the necessary documents.

Contact person for document distribution: Nicholle Harris

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into freely and voluntarily between Donnell Mackie ("Mackie") and the City of Avondale, an Arizona municipal corporation, and its employees, former employees, officers, directors, owners, affiliates, predecessors, successors, and assigns ("City"). Collectively, Mackie and City are hereinafter referred to as the "Parties."

WHEREAS, Mackie was employed by the City until his retirement on January 4, 2024;

WHEREAS, Mackie provided the City with a Notice of Claim on August 25, 2025 ("NOC"), alleging: (1) The City breached its contractual obligations to Mackie, (2) The City breached its fiduciary duties owed to Mackie, and (3) The City was negligent concerning pensionable compensation.

WHEREAS, the City denies any and all liability to Mackie for the claims asserted and any other alleged improper or unlawful action by the City against Mackie;

WHEREAS, this Agreement is intended to fully resolve any and all asserted and unasserted claims by Mackie against the City, and the Parties mutually desire to resolve their disputes;

NOW, THEREFORE, in consideration of the foregoing, and of the promises and mutual covenants contained herein, the Parties agree as follows:

1. No Admission of Liability. The Parties agree that this Agreement does not constitute an admission by the City of any liability, or of the violation of any federal, state, or local law, ordinance or regulation; any policy or procedure; or any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be admissible in any proceeding as evidence of liability or wrongdoing by the City. This Agreement may be introduced, however, in any proceeding to enforce this Agreement. However, such introduction shall only be pursuant to an order protecting its confidentiality.

2. Settlement Payment. In consideration for Mackie's agreement to all of the terms, conditions, and promises in this Agreement, the City agrees to pay the total sum of \$168,000.00, inclusive of any and all fees and costs, in full and final settlement ("the Settlement Payment"). The Settlement Payment will be paid by checks as follows:

- The sum of \$18,987.18 less applicable withholdings, made payable to Donnell Mackie, for alleged wage-based damages, for which a Form W-2 will be issued to Mackie;
- The sum of \$149,012.82 without withholdings, made payable to Donnell Mackie, for alleged non-wage compensatory damages for which a 1099 will be issued to Mackie.

The Settlement Payment shall be paid within fourteen (14) business days after: (a) Mackie has signed this Agreement and delivered it to the City and (b) Mackie has provided the necessary documentation, including W-2 and W-4 to complete payment; and (c) the "Effective Date" of the Agreement has occurred as described in Paragraph 6(f) below. The Settlement Payment checks will be delivered to Mackie's counsel at the following address:

Ryan Rapp Pacheco Sorensen, PLC
3200 N. Central Avenue, Suite 2250
Phoenix, Arizona 85012

3. Tax Liability. The City makes no representations or warranties with respect to the tax consequences of the payments described above. Mackie agrees and understands that if a government taxing authority determines that any local, state, and/or federal taxes on those payments and/or any penalties or assessments thereon are due, he is responsible for payment. Mackie further agrees to indemnify and hold the City harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the City for any amounts claimed due on account of (a) Mackie's failure to pay or delayed payment of federal, state, or local taxes, or (b) damages sustained by the City by reason of any such claims, including attorneys' fees and costs. Notwithstanding the foregoing, the City will be responsible for paying its portion of taxes in connection with the payment to Mackie pursuant to Paragraph 2 above.

4. Wages. Mackie represents and agrees that he has been paid all of his normal and customary wages for services rendered during his employment with the City. Mackie further represents and agrees that he is not entitled to any additional compensation, wages, or benefits related to his employment with the City.

5. Sufficiency of Consideration. Mackie agrees that the Settlement Payment is sufficient consideration for the Release and the other promises and terms in this Agreement. Mackie understands and agrees that he is not eligible for or entitled to any payments, wages, benefits, or remuneration from the City, except as provided in this Agreement.

6. Release. Mackie voluntarily and knowingly, both individually and as a member of any class, and on behalf of his spouse, heirs, executors, successors, administrators, and assigns, hereby releases and forever discharges the City of Avondale, including but not limited to the following persons in both their personal and official capacities: Mike Pineda, the Mayor of the City of Avondale; the City of Avondale City Manager's Office; the City of Avondale's current and former Council Members (including but not limited to former Mayor Kenneth Weise, former Council Member Veronica Malone, Vice Mayor Curtis Nielson, Council Member Gloria Solorio, Council Member Tina Conde, Council Member Max White, Council Member Jeannette Garcia, and Council Member Shari Weise); and their employees, officers, directors, owners, affiliates, predecessors, insurers, successors, and assigns (collectively, the "Released Parties"), from any and all causes of action, lawsuits, proceedings, complaints, charges, debts, contracts, judgments, damages, claims, taxes, penalties, costs, and attorneys' fees against the Released Parties, whether known or unknown, that Mackie ever had, now has, or may have prior to the date this Agreement is signed by Mackie, due to any matter whatsoever relating to or arising out of Mackie's employment, compensation, benefits, and/or the termination of Mackie's employment (collectively, the "Released Claims"). The Released Claims include, but are not limited to, any claim that any of the Released Parties violated the Arizona Employment Protection Act, the Arizona Civil Rights Act, the Arizona Minimum Wage Act, the Arizona Medical Marijuana Act, the Arizona Fair Wages and Healthy Families Act, and any other relevant Arizona state or local statutes, ordinances, and regulations; the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the National Labor Relations Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Fair Labor Standards Act, Sections 1981 through 1988 of Title

42 of the United States Code, the Age Discrimination in Employment Act of 1967, the Genetic Information Nondiscrimination Act of 2008, the Rehabilitation Act of 1973, the Employee Retirement Income Security Act, the Immigration Reform Control Act, the Americans with Disabilities Act of 1990, as amended, the Occupational Safety and Health Act, and any other federal statute or regulation; any claim that any of the Released Parties violated any other federal, state, or local statute, law, regulation, or ordinance; any claim of unlawful discrimination of any kind; any public policy, contract, tort, wrongful termination, or common law claim; and any claim for costs, fees, or other expenses including attorneys' fees and costs incurred.

Mackie agrees not to file or initiate any lawsuit in any court or initiate an arbitration proceeding asserting any of the Released Claims against any of the Released Parties. Mackie further agrees that he will not permit himself to be a member of any class in any court or in any arbitration proceeding seeking relief against any of the Released Parties based on claims released by this Agreement.

Mackie further understands and agrees that he:

- (a) Has carefully read and fully understands all of the provisions of this Agreement.
- (b) Is, through this Agreement, releasing Released Parties from any and all claims he may have against Releasees.
- (c) Is knowingly and voluntarily agreeing to all of the terms set forth in this Agreement; agrees that this Agreement has been entered into voluntarily and not as a result of coercion, duress, or undue influence; and knowingly and voluntarily intends to be legally bound by all of the terms set forth in this Agreement.
- (d) Was advised and hereby is advised in writing to consider the terms of this Agreement and to consult with his attorney prior to executing this Agreement. Mackie understands and agrees that the terms of this Agreement were determined after negotiation between his counsel and counsel for the City and, as such, should not be strictly construed for or against either party.
- (e) Understands that rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, et seq.) that may arise after the date this Agreement is executed are not waived.
- (f) Understands that he has up to twenty-one (21) days to consider whether to sign this Agreement, and that any changes to this Agreement, whether material or immaterial, do not restart this 21-day period. By signing on any date prior to the expiration of the 21-day period, Mackie is voluntarily electing to forego waiting 21 days to sign the Agreement. Mackie also understands that he has seven (7) calendar days following his execution of this Agreement to revoke the Agreement by providing counsel for the City, Lisa Maxie-Mullins, with written notification of such revocation. Such notification must be received via by Mrs. Maxie-Mullins via hand delivery or overnight express delivery to 11465 W. Civic Center Drive, Avondale, AZ 85323. This Agreement shall become effective on the eighth (8th) day after Mackie signs the Agreement provided, he does not revoke the Agreement (the "Effective Date").

7. Matters Not Released. The Parties agree and acknowledge that the above Release does not waive claims: (a) for unemployment or workers' compensation benefits (except as otherwise stated herein); (b) for vested rights under ERISA-covered employee benefit plans as applicable on the date Mackie signs this Agreement; (c) that may arise after Mackie signs this Agreement; (d) that cannot be released by private agreement; and (e) for any action arising out of a claim of a breach of this Agreement. Nothing in this Agreement prevents the City from filing a charge or complaint with or from participating in an investigation or proceeding conducted by any federal, state or local agency charged with the enforcement of any employment laws, although by signing this Agreement, Mackie understands he is waiving his right to recover any individual relief based on claims asserted in such a charge or complaint.

9. Non-Disparagement. Both Parties agree they will not make any statements, oral or written, to anyone that are disparaging to the other party on any basis, including relating to the termination of Mackie's employment relationship with the City.

10. Governing Law. This Agreement shall be governed by the laws of the State of Arizona and any action to enforce this Agreement must be brought in the appropriate state or federal court in Arizona.

11. Counterparts. This Agreement may be executed in counterparts and each counterpart will be deemed an original.

12. Severability. Should any term or provision of this Agreement be declared illegal, invalid or unenforceable by any court of competent jurisdiction and if such provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

13. Selective Enforcement. The Parties agree that the failure of either Party to enforce or exercise any right, condition, term, or provision of this Agreement shall not be construed as or deemed a relinquishment or waiver of the rights, conditions, terms, or provisions or any other rights, conditions, terms or provisions of this Agreement, and the same will continue in full force and effect.

14. Perceived Breach; Conflicts. In the event either Party believes the other Party has breached any provision of this Agreement, the Parties agree to first contact the other Party's counsel to discuss the concern prior to initiating any action.

15. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental agreements and understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Mackie acknowledges that he has not relied on any representations, promises, or agreements of any kind made to him in connection with his decision to accept the terms of this Agreement, except for the representations, promises, and agreements made herein. Any modification to this Agreement must be in writing and signed by Mackie and the City through its authorized representative.

PLEASE READ CAREFULLY BEFORE SIGNING. THIS SETTLEMENT AGREEMENT AND RELEASE HAS IMPORTANT LEGAL CONSEQUENCES.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Agreement as of the date set forth below.

DONNELL MACKIE

Signature: *D. Mackie*

Printed Name: Donnell Mackie

Date: _____

THE CITY OF AVONDALE

Signature: _____

Printed Name: _____

Position: _____

Date: _____

ITEM NUMBER: 4.d.

SUBJECT: Settlement Agreement and Payment for the Claim of James Plymesser

MEETING DATE: 2/9/2026

TO: Mayor and Council

FROM: Nicholle Harris, City Attorney

THROUGH: n/a

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

STRATEGIC PLAN:

N/A

PURPOSE:

City Council will consider a request to approve the settlement agreement with James Plymesser in the amount of \$194,500 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

James Plymesser filed a notice of claim with the City on August 25, 2025.

DISCUSSION:

The City Attorney's Office has negotiated a settlement with Mr. Plymesser and is recommending approval of the settlement agreement in the amount of \$194,500.

BUDGET IMPACT:

The Risk Fund maintains a fund balance to pay claims against the City. With approval of this settlement, the City's balance will remain above our required reserve balance.

RECOMMENDATION:

Staff is recommending City Council approve the settlement agreement with Mr. Plymesser in the amount of \$194,500 and authorize the Mayor, the City Manager, the City Attorney, and the City Clerk to execute the necessary documents.

Contact person for document distribution: Nicholle Harris

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into freely and voluntarily between James Plymessaer ("Plymessaer") and the City of Avondale, an Arizona municipal corporation, and its employees, former employees, officers, directors, owners, affiliates, predecessors, successors, and assigns ("City"). Collectively, Plymessaer and City are hereinafter referred to as the "Parties."

WHEREAS, Plymessaer was employed by the City until his retirement on December 27, 2020;

WHEREAS, Plymessaer provided the City with a Notice of Claim on August 25, 2025 ("NOC"), alleging: (1) The City breached its contractual obligations to Plymessaer, (2) The City breached its fiduciary duties owed to Plymessaer, and (3) The City was negligent concerning pensionable compensation.

WHEREAS, the City denies any and all liability to Plymessaer for the claims asserted and any other alleged improper or unlawful action by the City against Plymessaer;

WHEREAS, this Agreement is intended to fully resolve any and all asserted and unasserted claims by Plymessaer against the City, and the Parties mutually desire to resolve their disputes;

NOW, THEREFORE, in consideration of the foregoing, and of the promises and mutual covenants contained herein, the Parties agree as follows:

1. No Admission of Liability. The Parties agree that this Agreement does not constitute an admission by the City of any liability, or of the violation of any federal, state, or local law; ordinance or regulation; any policy or procedure; or any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be admissible in any proceeding as evidence of liability or wrongdoing by the City. This Agreement may be introduced, however, in any proceeding to enforce this Agreement. However, such introduction shall only be pursuant to an order protecting its confidentiality.

2. Settlement Payment. In consideration for Plymessaer's agreement to all of the terms, conditions, and promises in this Agreement, the City agrees to pay the total sum of \$194,500.00, inclusive of any and all fees and costs, in full and final settlement ("the Settlement Payment"). The Settlement Payment will be paid by checks as follows:

- The sum of \$11,446.01 less applicable withholdings, made payable to James Plymessaer, for alleged wage-based damages, for which a Form W-2 will be issued to Plymessaer; and
- The sum of \$183,053.99 without withholdings, made payable to James Plymessaer, for alleged non-wage compensatory damages for which a 1099 will be issued to Plymessaer.

The Settlement Payment shall be paid within fourteen (14) business days after: (a) Plymessaer has signed this Agreement and delivered it to the City and (b) Plymessaer has provided the necessary documentation, including W-2 and W-4 to complete payment; and (c) the "Effective

Date" of the Agreement has occurred as described in Paragraph 6(f) below. The Settlement Payment checks will be delivered to Plymesser's counsel at the following address:

Ryan Rapp Pacheco Sorensen, PLC
3200 N. Central Avenue, Suite 2250
Phoenix, Arizona 85012

3. Tax Liability. The City makes no representations or warranties with respect to the tax consequences of the payments described above. Plymesser agrees and understands that if a government taxing authority determines that any local, state, and/or federal taxes on those payments and/or any penalties or assessments thereon are due, he is responsible for payment. Plymesser further agrees to indemnify and hold the City harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the City for any amounts claimed due on account of (a) Plymesser's failure to pay or delayed payment of federal, state, or local taxes, or (b) damages sustained by the City by reason of any such claims, including attorneys' fees and costs. Notwithstanding the foregoing, the City will be responsible for paying its portion of taxes in connection with the payment to Plymesser pursuant to Paragraph 2 above.

4. Wages. Plymesser represents and agrees that he has been paid all of his normal and customary wages for services rendered during his employment with the City. Plymesser further represents and agrees that he is not entitled to any additional compensation, wages, or benefits related to his employment with the City.

5. Sufficiency of Consideration. Plymesser agrees that the Settlement Payment is sufficient consideration for the Release and the other promises and terms in this Agreement. Plymesser understands and agrees that he is not eligible for or entitled to any payments, wages, benefits, or remuneration from the City, except as provided in this Agreement.

6. Release. Plymesser voluntarily and knowingly, both individually and as a member of any class, and on behalf of his spouse, heirs, executors, successors, administrators, and assigns, hereby releases and forever discharges the City of Avondale, including but not limited to the following persons in both their personal and official capacities: Mike Pineda, the Mayor of the City of Avondale; the City of Avondale City Manager's Office; the City of Avondale's current and former Council Members (including but not limited to former Mayor Kenneth Weise, former Council Member Veronica Malone, Vice Mayor Curtis Nielson, Council Member Gloria Solorio, Council Member Tina Conde, Council Member Max White, Council Member Jeannette Garcia, and Council Member Shari Weise); and their employees, officers, directors, owners, affiliates, predecessors, insurers, successors, and assigns (collectively, the "Released Parties"), from any and all causes of action, lawsuits, proceedings, complaints, charges, debts, contracts, judgments, damages, claims, taxes, penalties, costs, and attorneys' fees against the Released Parties, whether known or unknown, that Plymesser ever had, now has, or may have prior to the date this Agreement is signed by Plymesser, due to any matter whatsoever relating to or arising out of Plymesser's employment, compensation, benefits, and/or the termination of Plymesser's employment (collectively, the "Released Claims"). The Released Claims include, but are not limited to, any claim that any of the Released Parties violated the Arizona Employment Protection Act, the Arizona Civil Rights Act, the Arizona Minimum Wage Act, the Arizona Medical Marijuana Act, the Arizona Fair Wages and Healthy Families Act, and any other relevant Arizona state or local statutes, ordinances, and regulations; the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform

and Consumer Protection Act, the National Labor Relations Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Fair Labor Standards Act, Sections 1981 through 1988 of Title 42 of the United States Code, the Age Discrimination in Employment Act of 1967, the Genetic Information Nondiscrimination Act of 2008, the Rehabilitation Act of 1973, the Employee Retirement Income Security Act, the Immigration Reform Control Act, the Americans with Disabilities Act of 1990, as amended, the Occupational Safety and Health Act, and any other federal statute or regulation; any claim that any of the Released Parties violated any other federal, state, or local statute, law, regulation, or ordinance; any claim of unlawful discrimination of any kind; any public policy, contract, tort, wrongful termination, or common law claim; and any claim for costs, fees, or other expenses including attorneys' fees and costs incurred.

Plymesser agrees not to file or initiate any lawsuit in any court or initiate an arbitration proceeding asserting any of the Released Claims against any of the Released Parties. Plymesser further agrees that he will not permit himself to be a member of any class in any court or in any arbitration proceeding seeking relief against any of the Released Parties based on claims released by this Agreement.

Plymesser further understands and agrees that he:

- (a) Has carefully read and fully understands all of the provisions of this Agreement.
- (b) Is, through this Agreement, releasing Released Parties from any and all claims he may have against Releasees.
- (c) Is knowingly and voluntarily agreeing to all of the terms set forth in this Agreement; agrees that this Agreement has been entered into voluntarily and not as a result of coercion, duress, or undue influence; and knowingly and voluntarily intends to be legally bound by all of the terms set forth in this Agreement.
- (d) Was advised and hereby is advised in writing to consider the terms of this Agreement and to consult with his attorney prior to executing this Agreement. Plymesser understands and agrees that the terms of this Agreement were determined after negotiation between his counsel and counsel for the City and, as such, should not be strictly construed for or against either party.
- (e) Understands that rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, et seq.) that may arise after the date this Agreement is executed are not waived.
- (f) Understands that he has up to twenty-one (21) days to consider whether to sign this Agreement, and that any changes to this Agreement, whether material or immaterial, do not restart this 21-day period. By signing on any date prior to the expiration of the 21-day period, Plymesser is voluntarily electing to forego waiting 21 days to sign the Agreement. Plymesser also understands that he has seven (7) calendar days following his execution of this Agreement to revoke the Agreement by providing counsel for the City, Lisa Maxie-Mullins, with written notification of such revocation. Such notification must be received via by Mrs. Maxie-Mullins via hand delivery or overnight express delivery to 11465 W. Civic Center Drive, Avondale, AZ 85323.

This Agreement shall become effective on the eighth (8th) day after Plymesser signs the Agreement provided, he does not revoke the Agreement (the "Effective Date").

7. Matters Not Released. The Parties agree and acknowledge that the above Release does not waive claims: (a) for unemployment or workers' compensation benefits (except as otherwise stated herein); (b) for vested rights under ERISA-covered employee benefit plans as applicable on the date Plymesser signs this Agreement; (c) that may arise after Plymesser signs this Agreement; (d) that cannot be released by private agreement; and (e) for any action arising out of a claim of a breach of this Agreement. Nothing in this Agreement prevents the City from filing a charge or complaint with or from participating in an investigation or proceeding conducted by any federal, state or local agency charged with the enforcement of any employment laws, although by signing this Agreement, Plymesser understands he is waiving his right to recover any individual relief based on claims asserted in such a charge or complaint.

9. Non-Disparagement. Both Parties agree they will not make any statements, oral or written, to anyone that are disparaging to the other party on any basis, including relating to the termination of Plymesser's employment relationship with the City.

10. Governing Law. This Agreement shall be governed by the laws of the State of Arizona and any action to enforce this Agreement must be brought in the appropriate state or federal court in Arizona.

11. Counterparts. This Agreement may be executed in counterparts and each counterpart will be deemed an original.

12. Severability. Should any term or provision of this Agreement be declared illegal, invalid or unenforceable by any court of competent jurisdiction and if such provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

13. Selective Enforcement. The Parties agree that the failure of either Party to enforce or exercise any right, condition, term, or provision of this Agreement shall not be construed as or deemed a relinquishment or waiver of the rights, conditions, terms or provisions or any other rights, conditions, terms, or provisions of this Agreement, and the same will continue in full force and effect.

14. Perceived Breach; Conflicts. In the event either Party believes the other Party has breached any provision of this Agreement, the Parties agree to first contact the other Party's counsel to discuss the concern prior to initiating any action.

15. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental agreements and understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Plymesser acknowledges that he has not relied on any representations, promises, or agreements of any kind made to him in connection with his decision to accept the terms of this Agreement, except for the representations, promises, and agreements made herein. Any modification to this Agreement must be in writing and signed by Plymesser and the City through its authorized representative.

PLEASE READ CAREFULLY BEFORE SIGNING. THIS SETTLEMENT AGREEMENT AND RELEASE HAS IMPORTANT LEGAL CONSEQUENCES.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Agreement as of the date set forth below.

JAMES PLYMESSER

Signature: James Plymesser

Printed Name: James Plymesser

Date: 01/29/2026

THE CITY OF AVONDALE

Signature: _____

Printed Name: _____

Position: _____

Date: _____

ITEM NUMBER: 4.e.

SUBJECT: Resolution 1009-0226 - Agreement for Long-Term Storage Credit Transfer Between the City of Avondale and Central Arizona Water Conservation District

MEETING DATE: 2/9/2026

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **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 1009-0226, authorizing entry into the Central Arizona Water Conservation District Transfer Agreement for Long-Term Storage Credits, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute necessary documents. The Council will take appropriate action.

BACKGROUND:

The Central Arizona Water Conservation District (CAWCD) operates the Central Arizona Project (CAP) and provides replenishment services to member lands and member service areas. These replenishment authorities are commonly referred to as the Central Arizona Groundwater Replenishment District (CAGR) which functions within and is operated by CAWCD. Replenishment means the storage of water or use of long-term storage credits (LTSCs) by a groundwater replenishment district to fulfill its duties under Title 48 of Arizona State statute.

The City of Avondale intends to transfer a portion of its LTSCs stored at the Hieroglyphic Mountain Underground Storage Facility (USF), located approximately 20 miles northwest of Avondale city limits, facility permit number 71-584466, to CAGR's LTSC account at the same location in the total amount of 9,589.50 acre-feet. In return, CAGR will transfer a portion of its LTSCs at the Salt River Project (SRP) Groundwater Savings Facility (GSF), located within Avondale city limits, facility permit number 72-553133, to Avondale's LTSC account at the same location in the total amount of 9,589.50 acre-feet. The original source of the transferred water is Colorado River water delivered through the CAP.

DISCUSSION:

The following explains the reasoning and importance behind this LTSC transfer:

Transferring a portion of the City's LTSC portfolio from Hieroglyphic Mountain USF to the SRP GSF is a regional water management benefit. More specifically, it allows the City in the future to more easily recover these LTSCs within the SRP GSF's Area of Impact via City of Avondale recovery wells in times when the City may need to draw on these credits to meet water resource demands. Additionally, transferring LTSCs into CAGR's storage account at the Hieroglyphic Mountain USF allows for greater recovery flexibility by CAGR due to being closer to Central Arizona Project owned infrastructure (i.e. the CAP canal, Hieroglyphic Mountain USF). All transactions are conducted under the review and approval of the Arizona Department of Water Resources (ADWR).

BUDGET IMPACT:

The total cost of the transfer is \$500 for the transfer fees paid to the Arizona Department of Water Resources, which is available within the current year's budget.

RECOMMENDATION:

Staff recommends that City Council approve Resolution 1009-0226, authorizing entry into the Central Arizona Water Conservation District Transfer Agreement for Long-Term Storage Credits and authorizing the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Nicholle Harris, Kirk Beaty, Eric Bay, Cole Pihl, Stephen Kemp

ARIZONA DEPARTMENT OF WATER RESOURCES

Water Planning & Permitting Division

1802 West Jackson Street, Box #79

Phoenix, Arizona 85007

Phone: (602) 771-8737

Email: recharge@azwater.gov

FOR OFFICE USE ONLY

Date Received: _____

ASSIGNMENT OF LONG-TERM STORAGE CREDITS FORM

A.R.S § 45-854.01

The fee for an Assignment of Long-Term Storage Credits is \$250.00* per water storage permit. Only one water storage permit number may be listed per transfer form. Payment may be made by cash, check, or credit card, (if you wish to pay by credit card, please contact the Recharge Program at 602-771-8737). Checks should be made payable to the Arizona Department of Water Resources. Failure to enclose the fee will cause the form to be returned. Fees for an Assignment of Long-Term Storage Credits are authorized by A.A.C. R12-15-104.

Check the applicable reason for the transfer:

- Regular Assignment of LTSCs
LBDCP LTSC Exchange Agreement with AWBA *NO FEE
AWBA Firming (not subject to WTCRBUD)

Number of long-term storage credits (in acre-feet) transferred by type(s) of water and year credits were earned:

Volume: _____ acre-feet, Type: _____, Year Earned: _____
Volume: _____ acre-feet, Type: _____, Year Earned: _____

[FOR ASSIGNOR]

- Phoenix AMA Pinal AMA Prescott AMA Tucson AMA Harq INA

Name of Assignor

Long-Term Storage Account No.

Contact Person

Facility Permit Number (71- or 72-)
(where source water was stored)

Mailing Address

Water Storage Permit Number (73-)
(authority to store source water)

City, State, Zip

Telephone Number

Email Address

Required Signature Block is on Page 2

[FOR ASSIGNEE]

Phoenix AMA Pinal AMA Prescott AMA Tucson AMA Harq INA

Name of Assignee

Long-Term Storage Account No. (if any)

Mailing Address

City, State, Zip

Email Address

Telephone Number

If the transfer includes long-term storage credits earned from the storage of Central Arizona Project (CAP) water in an Active Management Area (AMA), please state:

1. The date of Assignee’s formation (if Assignee is a legal entity):_____.
2. The amount of groundwater withdrawn by Assignee in the AMA during the calendar year that the credits were earned:_____.
- a. The groundwater right number(s) the Assignee withdrew the groundwater pursuant to:
_____.
3. Will these LTSCs be recovered for the purpose of providing CAP water to electrical generating facilities, pursuant to A.R.S. § 45-802.01(23)(d)(ii)? YES NO

Pursuant to A.R.S. § 45-854.01(C), the director of the Arizona Department of Water Resources may reject or invalidate any assignment of long-term storage credits in which the stored water would not have met the requirements for long-term storage credits as prescribed by A.R.S. § 45-852.01 if the assignee had stored water.

The undersigned certify, under the penalty of perjury, that the information contained in this form is, to the best of their knowledge and belief, correct and complete and that they are authorized to sign on behalf of the party for whom their signature appears.

Authorized Signature for Assignor DATE

Authorized Signature for Assignee DATE

Title

Title

NOTICE

A.R.S. § 41-1030(B), (D), (E) and (F) provide as follows:

- B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule, or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.
- D. This section may be enforced in a private civil action and relief may be awarded against the state. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.
- E. A state employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the agency’s adopted personnel policy.
- F. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02.

RESOLUTION NO. 1009-0226

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE TRANSFER AGREEMENT FOR LONG-TERM STORAGE CREDITS WITH THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT.

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

SECTION 1. The Transfer Agreement for Long-Term storage Credits between the City of Avondale (“Avondale”) and the Central Arizona Water Conservation District (“CAWCD”) for the exchange of CAWCD’s Salt River Valley Water Users’ Association (“SRP”) Groundwater Savings Facility (“GSF”) in the Phoenix Active Management Area (“AMA”) unencumbered CAP long-term storage credits (“LTSCs”) (“SRP GSF LTSCs”) for the City’s unencumbered CAP LTSCs stored in the CAWCD Hieroglyphic Mountains Recharge Project (“HMRP”) Underground Storage Facility (“USF”) in the Phoenix AMA (“HMRP USF LTSCs”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, February 9, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1009-0226

[Transfer Agreement]

See following pages.

**TRANSFER AGREEMENT
FOR
LONG-TERM STORAGE CREDITS**

This Transfer Agreement is made this ____ day of _____, 2026, (the "Effective Date"), between and among the Central Arizona Water Conservation District ("CAWCD"), a multi-county water conservation district organized and existing under the laws of the State of Arizona, and the City of Avondale ("Avondale"), an Arizona municipal corporation. Collectively, Avondale and CAWCD are sometimes referred to in this Agreement as the "parties" and each individually as a "party."

RECITALS

A. CAWCD operates the Central Arizona Project ("CAP"). CAWCD also provides replenishment services to member lands and member service areas under authorities provided in Title 48, Chapter 22, Article 4 of the Arizona Revised Statutes. These replenishment authorities are commonly referred to as the Central Arizona Groundwater Replenishment District ("CAGRDR"). CAGRDR is not a separate legal entity, but functions within and is operated by CAWCD.

B. CAGRDR currently holds at least 9,589.50 acre-feet ("AF") of unencumbered CAP long-term storage credits ("LTSCs") stored in the Salt River Valley Water Users' Association ("SRP") Groundwater Savings Facility ("GSF") in the Phoenix Active Management Area ("AMA").

C. Avondale currently holds at least 9,589.50 AF of unencumbered CAP LTSCs stored in the CAWCD Hieroglyphic Mountains Recharge Project ("HMRP") Underground Storage Facility ("USF") in the Phoenix AMA.

D. CAWCD desires to exchange SRP GSF LTSCs with Avondale for HMRP USF LTSCs developed by Avondale pursuant to Arizona Revised Statutes Title 45, Chapter 3.1, for the benefit of CAGRDR member lands and member service areas under terms and conditions set forth herein.

E. Avondale desires to exchange HMRP USF LTSCs with CAWCD for SRP GSF LTSCs under terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

As used in this Agreement, the following terms, when capitalized, shall mean:

1. "ADWR" means the Arizona Department of Water Resources.

2. "Agreement" means this Transfer Agreement for Long-Term Storage Credits.
3. "Avondale" means the City of Avondale, an Arizona municipal corporation.
4. "Avondale's Long-Term Storage Account" means the Long-Term Storage account established pursuant to Arizona Revised Statutes § 45-852.01 in Avondale's name in the Phoenix AMA (Account No. 70-441135.0000).
5. "CAGRD" means the Central Arizona Groundwater Replenishment District, the replenishment authority operated by CAWCD.
6. "CAGRD's Account(s)" means the long-term storage account established pursuant to Arizona Revised Statutes § 45-859.01 for the Phoenix Active Management Area (Account No. 70-441120.0001).
7. "CAWCD" means the Central Arizona Water Conservation District.
8. "Long-Term Storage Credit" is as defined in Arizona Revised Statutes (A.R.S.) § 45-802.01(12).
9. "Long-Term Storage Credit Transfer Form" is a form, approved by ADWR, to effectuate the assignment of Long-Term Storage Credits, as defined in Arizona Revised Statutes § 45-854.01(B), and more specifically described in Article 3 below.
10. "Phoenix AMA" has the meaning set forth in A.R.S. § 45-411.
11. Except as otherwise stated herein, terms in this Agreement shall have the meanings defined in Arizona Revised Statutes, Titles 45 and 48.

ARTICLE 2 TRANSFER OF LONG-TERM STORAGE CREDITS

- 2.1 Transfer. Subject to the terms and conditions of this Agreement, Avondale and CAWCD each agree to transfer and assign, and in return to receive and accept 9,589.50 acre-feet of Long-Term Storage Credits as set forth in Exhibit A.
- 2.2 Type of Water. It is the intent of the parties that all Long-Term Storage Credits purchased and sold under this Agreement shall retain the identity of the source of water used to generate such Long-Term Storage Credits.
- 2.3 Long-Term Storage Credits. The Long-Term Storage Credits to be transferred by the parties are stored at the underground storage facility(s), under the ADWR Facility Permit and ADWR Water Storage Permit set forth in Exhibit A hereto.

ARTICLE 3 TIME AND MANNER OF TRANSFER

3.1 Long-Term Storage Credit Transfer Procedure. To evidence the transfer of Long-Term Storage Credits, each party, in its capacity as the Long-Term Storage Credit Assignor, shall complete, sign, and deliver the Long-Term Storage Credit Transfer Form to the other party within 10 calendar days of full execution of this Agreement. Upon receipt of the completed and signed Long-Term Storage Credit Transfer Form from the Assignor, each party, in its capacity as the Long-Term Storage Credit Assignee, shall complete and sign the Long-Term Storage Credit Transfer Form. CAWCD, as Assignee, shall return the fully completed and signed Long-Term Storage Credit Transfer Form to Avondale within 10 calendar days of receipt of the form from Avondale. Upon receipt of the fully completed Long-Term Storage Credit Transfer Form from CAWCD, Avondale shall, within 10 calendar days submit both fully completed and signed Long-Term Storage Credit Transfer Forms to the Arizona Department of Water Resources along with any required administrative fees. A copy of the Long-Term Storage Credit Transfer Form is attached as Exhibit B to this Agreement which indicates the information to be completed by Assignor and Assignee respectively. The parties shall cooperate to take such further actions and execute such further documents as may be determined by either party to be necessary or advisable in order to complete the transfer of the Long-Term Storage Credits contemplated by this Agreement.

3.3 Warranty of Title. Both Parties represent and warrant that they will have good and marketable title to the Long-Term Storage Credits to be transferred under this Agreement at the time of such transfer and further agree to convey marketable title to such LTSCs free and clear of all liens, claims, and encumbrances.

ARTICLE 4 COMPLETION OF DELIVERY

4.1 Completion of Delivery. Delivery of the Long-Term Storage Credits to be transferred pursuant to this Agreement shall be deemed complete when ADWR notifies each Receiving Party in writing that ADWR has received and accepted the Long-Term Storage Credit Transfer Form and intends to transfer the Long-Term Storage Credits to each Receiving Party's Account(s) ("ADWR Acceptance"). CAWCD and Avondale shall cooperate with ADWR to facilitate completion of such transfers by ADWR.

ARTICLE 5 REJECTION OR INVALIDATION OF TRANSFER

5.1 Rejection or Invalidation of Transfer. If ADWR, pursuant to Arizona Revised Statutes § 45-854.01(C), rejects or invalidates any transfer or assignment of all or part of a party's Long-Term Storage Credits, the rejected or invalidated Long-Term Storage Credits shall be promptly transferred and assigned back to the Assignor by the Assignee. The parties' rights and obligations under this Article 5 shall remain in full force and effect and shall survive termination of this Agreement for purposes of addressing a circumstance where ADWR rejects or invalidates any transfer of Long-Term Storage Credits made hereunder.

ARTICLE 6 EFFECTIVE DATE AND TERM

6.1 Effective Date and Term. This Agreement shall be effective as of the date it has been executed by both parties hereto, which date is set forth in the introductory paragraph of this Agreement (the "Effective Date"). This Agreement shall stay in effect until all provisions under the Agreement have been met unless terminated earlier in accordance with Article 7.

ARTICLE 7 DEFAULT AND REMEDIES

7.1 Default. The occurrence of any of the following events constitutes an event of default by a party to this Agreement:

7.1.1 The failure of either party to perform any term, covenant, or condition of this Agreement, if that failure continues for 30 days following the receipt of written notice from the other party.

7.1.2 (i) The filing by or against either party of a petition to have the party adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against a party, the same is dismissed within 60 days); (ii) the making by a party of any general assignment for the benefit of creditors; (iii) the appointment of a trustee or receiver to take possession of substantially all of the party's assets, when possession is not restored to the party within 60 days; or (iv) the attachment, execution, or other judicial seizure of substantially all of a party's assets, where such seizure is not discharged within 60 days.

7.2 Remedies. If an event of default occurs, the non-defaulting party may immediately terminate this Agreement by written notice to the defaulting party and/or may pursue any other rights available to it in law or equity. The obligation of the defaulting party to pay any amounts due but unpaid as of the date of termination under this provision shall survive such termination.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Interpretation. This Agreement is governed by and must be construed and interpreted in accordance with and in reference to the laws of the State of Arizona, without regard to its conflicts of laws provisions. Any action to resolve any dispute regarding this Agreement shall be taken in a state court of competent jurisdiction located in Maricopa County, Arizona.

8.2 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties and does not create, nor shall it be construed to create, rights in any third party unless expressly provided herein. No third party may enforce the terms and conditions of this Agreement.

8.3 Amendments. This Agreement may be modified, amended or revoked only by the express written agreement of the parties hereto.

8.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties and no understandings or obligations not expressly set forth in this Agreement are binding upon the parties.

8.5 Waiver. No delay in exercising any right or remedy shall constitute a waiver unless such right or remedy is waived in writing signed by the waiving party. A waiver by any party of any right or remedy hereunder shall not be construed as a waiver of any other right or remedy, whether pursuant to the same or a different term, condition or covenant.

8.6 Captions. All captions, titles, or headings in this Agreement are used for the purpose of reference and convenience only and do not limit, modify, or otherwise affect any of the provisions of this Agreement.

8.7 Rules, Regulations and Amendment or Successor Statutes. All references in this Agreement to the Arizona Revised Statutes include all rules and regulations promulgated by ADWR under such statutes and all amendment statutes and successor statutes, rules, and regulations to such statutes, rules, and regulations.

8.8 No Consequential Damages. Neither Party will be liable for incidental, special, or consequential damages.

8.9 Severability. The provisions of this Agreement are severable to the extent that if any provision is held unenforceable under applicable law, the remaining provisions of the Agreement shall remain in effect, if the intent of the Agreement can be accomplished.

8.10 Indemnification. Each party to this Agreement is independently responsible in the event of its own negligence. Neither party agrees to indemnify the other party.

8.11 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together constitute only one Agreement.

8.12 Notices. Except as otherwise required by law, any notice given in connection with this Agreement must be in writing and must be given by personal delivery, overnight delivery, or United States certified or registered mail. Any such notice must be addressed to the appropriate party at the following address (or at any other address as a party may hereafter designate by written notice given as required by this paragraph):

CAWCD:

For delivery use: c/o General Manager
23636 N. 7th Street
Phoenix, AZ 85024

For U.S. Mail use: c/o General Manager
P.O Box 43020
Phoenix, AZ 85080-3020

With a copy to:

CAGR
Laura Grignano, CAGR Manager

P.O. Box 43020
Phoenix, AZ 85080-3020
lgrignano@cap-az.com

CITY OF AVONDALE:

For delivery or U.S. Mail use:

City of Avondale, Arizona
11465 W. Civic Center Drive
Avondale, AZ 85323
Attn: Mr. Ron Corbin, City Manager
Email: rcorbin@avondaleaz.gov

With a copy to:

Kirk Beaty, Public Works Director
399 E. Lower Buckeye Road
Avondale, AZ 85323
Email: kbeaty@avondaleaz.gov

Nicholle Harris, City Attorney
Email: nharris@avondaleaz.gov

Eric Bay, Public Works Assistant Director
Email: ebay@avondaleaz.gov

Stephen Kemp, Attorney II
Email: skemp@avondaleaz.gov

Cole Pihl, Water Resources Manager
Email: cpihl@avondaleaz.gov

*If applicable please include name, professional title, address and email of each person to be copied.

Notice is deemed to have been given on the date on which notice is personally delivered, delivered to an overnight delivery service, or mailed. Notice is deemed to have been received on the date on which the notice is actually received, or delivery is refused.

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

(Signatures on Next Page)

CENTRAL ARIZONA WATER CONSERVATION DISTRICT

By: 

Date: 11/19/2025

Title: CAGRD Manager

(Signatures Continued on Next Page)

CITY OF AVONDALE, ARIZONA

By: _____

Name: _____

Title: _____

EXHIBIT A

Transfer of Long-Term Storage Credits

LONG-TERM STORAGE CREDITS

Transferor	Transferee	Facility Name	ADWR Facility Permit No.	ADWR Water Storage Permit No.	Transferee Long-Term Storage Account No.	Credits (AF)	Water Source
CAWCD	Avondale	SRP GSF	72-553133	73-555520.0000 ¹ 73-557648.0000 ²	70-441135.0000	9,589.50	CAP
Avondale	CAWCD	HMRP USF	71-584466	73-584466.0600	70-441120.0001	9,589.50	CAP

¹ 9,950 LTSCs transferred to CAWCD from City of Glendale in April 2010. CAGR subsequently used 384 LTSCs for portion of 2008 replenishment obligation leaving a net of 9,566 LTSCs.

² 23.50 LTSCs transferred to CAWCD from Del Web Corporation in November 2015.

EXHIBIT B
to
Purchase and Sale Agreement for Long-Term Storage Credits
ADWR LONG-TERM STORAGE CREDIT TRANSFER FORM A.R.S. §45-854.01

ITEM NUMBER: 4.f.

SUBJECT: Resolution 1010-0226 - Amendment to Maricopa HOME Consortium Intergovernmental Agreement

MEETING DATE: 2/9/2026

TO: Mayor and Council

FROM: Christopher Lopez, Director, Neighborhood and Family Services

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: **Innovative and Effective Government**

Avondale's elected leaders, employees, and strategic partners collaborate to serve as a model of innovation, efficiency, and responsive government. By approving the City of Goodyear as a member of the Maricopa HOME Consortium, the City of Avondale is fostering joint policymaking on housing issues and building a unified voice for advocacy, leading to better-informed, more resilient solutions to increasing the supply of affordable housing than either city could achieve alone.

PURPOSE:

City Council will consider a request to adopt Resolution 1010-0226, approving an amendment to the Maricopa HOME Consortium Intergovernmental Agreement with the Maricopa County Human Services Department (MCHSD) to add the City of Goodyear as a new member of the HOME Consortium 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 Maricopa HOME Consortium ("Consortium") was established pursuant to 24 CFR 92 and HUD Notice CPD-13-002. The Consortium receives HOME Investment Partnerships Program ("HOME") funds through the U.S. Department of Housing and Urban Development ("HUD"). Maricopa County is the designated Lead Agency of the Consortium. The purpose of the Consortium is to enable smaller jurisdictions to collectively access funding for affordable housing projects to preserve and increase the supply of affordable housing within Maricopa County. Consortium members consist of Avondale, Chandler, Gilbert, Glendale, Peoria, Scottsdale, Surprise, Tempe, and the Maricopa Urban County.

DISCUSSION:

The City of Goodyear desires to join the Consortium and participate in the HOME Program. Current members of the Consortium have voted and approved to accept the City of Goodyear as a member, subject to HUD approval. The City of Goodyear has negotiated an amendment to the Consortium Intergovernmental

Agreement ("IGA") to be added as a new member.

BUDGET IMPACT:

There is no budgetary impact.

RECOMMENDATION:

Staff recommends Council adopt a Resolution approving the City of Goodyear as a member of the Maricopa HOME Consortium, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Regina Marette

RESOLUTION NO. 1010-0226

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY, THE CITIES OF CHANDLER, GLENDALE, PEORIA, SCOTTSDALE, SURPRISE, AND TEMPE, AND THE TOWN OF GILBERT RELATING TO THE HOME INVESTMENT PARTNERSHIP PROGRAM.

WHEREAS, the National Affordable Housing Act provides that units of local government that are geographically contiguous may form a consortium for the purposes of receiving an allocation from the federally funded HOME Investment Partnerships Program (the "Program") for undertaking affordable housing assistance activities; and

WHEREAS, the City of Avondale (the "City"), Maricopa County, the Cities of Chandler, Glendale, Mesa, Peoria, Scottsdale, Surprise, and Tempe, and the Town of Gilbert formed such a consortium ("Consortium") by entering into the Maricopa Home Consortium Intergovernmental Agreement ("Agreement") in February of 2020 to become eligible participants in the Program; and

WHEREAS, the Consortium members may amend the Agreement upon approval of the current Consortium members; and

WHEREAS, the City of Goodyear wishes to join the Consortium, and the City agrees to permit the City of Goodyear to join the Consortium.

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

SECTION 1. The First Amendment (the "Amendment") to the Maricopa Home Consortium Intergovernmental Agreement is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

[SIGNATURE ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, February 9, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1010-0226

[Amendment]

See following pages.

AMENDMENT TO
MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT

This Amendment to the HOME Consortium Intergovernmental Agreement (“IGA”) (C-22-20-033-3-00) is entered into by and among the existing members of the MARICOPA HOME CONSORTIUM and the CITY OF GOODYEAR, effective February 25, 2026.

WHEREAS, the MARICOPA HOME CONSORTIUM was established pursuant to 24 CFR Part 92 and HUD Notice CPD-13-002, and has been recognized by the U.S. Department of Housing and Urban Development (“HUD”) as a Participating Jurisdiction under the HOME Investment Partnerships Program; and,

WHEREAS, one local government entity must be designated to act as a representative for all member local governments for the purpose of the HOME Program; and,

WHEREAS, Maricopa County (“County”) is designated as the Lead Agency of the Maricopa HOME consortium; and,

WHEREAS, the CITY OF GOODYEAR desires to join the Consortium and has adopted a resolution of its governing body authorizing participation in the Consortium; and,

WHEREAS, the Consortium members agree to accept CITY OF GOODYEAR as a member, subject to HUD approval, and to amend the IGA accordingly; and,

NOW, THEREFORE, as pursuant to Paragraph 1., subparagraph (b) of the Intergovernmental Agreement, as executed by the parties, the parties agree to amend the IGA as follows:

1. Addition of New Member:

The CITY OF GOODYEAR is hereby added as a member of the Consortium, with all rights, responsibilities, and obligations set forth in the Agreement and applicable HUD regulations.

2. Term:

The term of this Amendment shall be coterminous with the existing Consortium Agreement, expiring JUNE 30, 2026 unless renewed in accordance with HUD requirements.

3. Lead Entity Responsibilities:

MARICOPA COUNTY shall continue to serve as the lead entity and assume responsibility for compliance with HOME program requirements on behalf of all Consortium members, including the newly added member.

AMENDMENT TO
MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT

4. Counterparts, Separate Signature pages:

This Agreement may be executed in any number of counterparts or using separate signature pages. Each such executed counterpart and each counterpart to which such signature pages are attached shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The parties certify that this Amendment, together with the resolutions of the governing bodies of the Consortium members, satisfies the requirements of 24 CFR Part 92 and HUD Notice CPD-13-002.

[Signatures contained on the following pages]

AMENDMENT TO
MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Approved By:

MARICOPA COUNTY (LEAD ENTITY)

Chair, Board of Supervisors

Attested to:

Juanita Garza, Clerk of the Board

Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11.251 & 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

Deputy County Attorney for Maricopa County

Date

AMENDMENT TO
MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Approved By:

CITY OF GLENDALE

City Mayor

Attested to:

City Clerk

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

Attorney for City of Glendale Date

AMENDMENT TO
MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Approved By:

CITY OF TEMPE

City Mayor

Attested to:

City Clerk

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

Attorney for City of Tempe Date

AMENDMENT TO
MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Approved By:

CITY OF CHANDLER

City Mayor

Attested to:

City Clerk

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

Attorney for City of Chandler Date

AMENDMENT TO
MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Approved By:

CITY OF SCOTTSDALE

City Mayor

Attested to:

City Clerk

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

Attorney for City of Scottsdale Date

AMENDMENT TO
MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Approved By:

TOWN OF GILBERT

Town Mayor

Attested to:

Town Clerk

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

Attorney for Town of Gilbert Date

AMENDMENT TO
MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Approved By:

CITY OF PEORIA

City Mayor

Attested to:

City Clerk

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

Attorney for City of Peoria Date

AMENDMENT TO
MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Approved By:

CITY OF SURPRISE

City Mayor

Attested to:

City Clerk

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

Attorney for City of Surprise Date

AMENDMENT TO
MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Approved By:

CITY OF AVONDALE

Mike Pineda, City Mayor

Attested to:

City Clerk

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

Attorney for of Avondale Date

AMENDMENT TO
MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Approved By:

CITY OF GOODYEAR

City Mayor

Attested to:

City Clerk

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

Attorney for City of Goodyear Date

ITEM NUMBER: 4.g.

SUBJECT: Ordinance 2003-0226 - Second Amendment to Lease Agreement with Boys & Girls Clubs of the Valley

MEETING DATE: 2/9/2026

TO: Mayor and Council

FROM: Corey Larriva, Parks, Recreation and Libraries Director

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

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

STRATEGIC PLAN:

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 adopt Ordinance 2003-0226, approving the Second Amendment to the Lease Agreement between the City of Avondale and Boys & Girls Clubs of the Valley to clarify maintenance and lighting responsibilities, Americans with Disabilities Act compliance obligations, incorporate an updated legal description following the City's recent replat of the property 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 (Lessor) and Boys & Girls Clubs of the Valley (Lessee) entered into a Lease Agreement, dated August 4, 1997, regarding property generally located at Western Avenue and 3rd Street known as Boys and Girls Clubs of the Valley, Bob Bové Branch, a Thornwood Legacy. The City and Boys & Girls Clubs of the Valley entered into the First Amendment to the Lease, dated March 16, 1998.

Since that time, the City has completed a replat of the property, resulting in revised parcel boundaries and an updated legal description that must be incorporated into the lease. The proposed amendment also includes additional clarification regarding maintenance responsibilities, ADA compliance coordination, and security improvements to ensure the facility continues to meet City standards and safety requirements.

DISCUSSION:

The proposed Second Amendment to the Lease Agreement includes the following key updates:

- The revised legal description is attached to and incorporated into the Second Amendment to ensure the lease accurately reflects the current parcel configuration.
- Boys & Girls Clubs of the Valley will be responsible for maintaining the parking lot, including ensuring that any dumpster located on-site is completely enclosed.
- Installation and maintenance of security lighting and parking lighting will be required to enhance safety in the parking lot.
- In accordance with the Avondale Parks, Recreation, and Libraries ADA Transition Plan, Boys & Girls of the Valley shall complete any required modifications to the facility to meet ADA guidelines, excluding sidewalks, curbs, and landscaping, which remain the City's responsibility.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends approval of the Second Amendment to the Lease Agreement Between The City of Avondale and Boys and Girls Clubs of the Valley.

Contact person for document distribution: Stacy Swainston, Parks, Recreation and Libraries Assistant Director

ORDINANCE NO. 2003-0226

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF AVONDALE AND BOYS AND GIRLS CLUBS OF THE VALLEY, INC.

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

SECTION 1. The Second Amendment to the Lease Agreement between the City of Avondale and Boys and Girls Clubs of the Valley, Inc. (the “Second Amendment”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, February 9, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2003-0226

[Second Amendment]

See following pages.

**SECOND AMENDMENT
TO
LEASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BOYS AND GIRLS CLUBS OF THE VALLEY, INC.**

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“Second Amendment”) is entered into as of February 9, 2026 (the “Effective Date”), by and between the City of Avondale, an Arizona municipal corporation (“Lessor”) and Boys and Girls Clubs of the Valley, Inc., an Arizona non-profit corporation as successor in interest to Boys and Girls Clubs of Metropolitan Phoenix (“Lessee”). Lessor and Lessee are referred to collectively as the “Parties.”

RECITALS

A. Lessor and Lessee entered into a Lease Agreement, dated August 4, 1997 (the “Lease”), regarding real property generally located at Western Avenue and 3rd Street known as Boys and Girls Clubs of the Valley, Bob Bové Branch, a Thornwood Legacy. Unless otherwise defined, all capitalized terms shall have the meaning set forth in the Lease.

B. Lessor and Lessee entered into the First Amendment to the Lease, dated March 16, 1998 (the “First Amendment”).

C. The Parties desire to further amend the Lease as set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Lease as follows:

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

2. Amendment to Lease. The Lease is hereby amended as follows:

A. Exhibit A is hereby deleted in its entirety and replaced with Exhibit 1, attached hereto and incorporated herein by reference.

B. Section 1 of the Agreement is amended to add paragraph E to read as follows:

E. Lessor and Lessee hereby acknowledge that the parking lot constructed on the Premises shall be made available to users of the adjacent DeConcini Park after 6 P.M. Monday through Friday, and at all times on Saturdays, Sundays, and all federally recognized

holidays, unless Lessee has a scheduled event that would affect parking lot availability.

C. Section 14, Paragraph B of the Agreement is hereby deleted in its entirety and replaced with the following:

B. Except as expressly set forth in the Lease, Lessee shall, throughout the term of the Lease, at its own cost, and without expense to Lessor, keep and maintain the Premises, including all buildings and improvements of every kind that may be a part of the Premises, and all appurtenances to the Premises, including the parking lot and all lighting thereto, in addition to a dumpster to be completely enclosed by a sufficiently sized dumpster enclosure that shall be constructed by the Lessor, in good, sanitary and neat order, condition and repair, and, except as specifically provided in this lease, restore any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Notwithstanding Section 14, Paragraph D, the Lessor shall maintain the sidewalks, curbs, and landscaping on the Premises. Lessee shall, throughout the term of the Lease, properly maintain any external security lights on the Premises and keep illuminated any such lights every day from dusk until dawn. Representatives of Lessor and Lessee shall meet annually to assess the maintenance needs of the parking lot, sidewalks, curbs, and landscaping.

D. Section 14, Paragraph C of the Agreement is hereby deleted in its entirety and replaced with the following:

C. Except as expressly set forth herein, Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description, whatsoever, to the Premises or any buildings or improvements thereon.

E. Section 14, Paragraph D of the Agreement is hereby deleted in its entirety and replaced with the following:

D. Lessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, the improvements thereon, or any activity or condition on or in the Premises. In addition, in coordination with Lessor, Lessee shall, at its own cost, and without expense to Lessor, make any modifications necessary, except those to sidewalks, curbs, or landscaping, to meet ADA guidelines as set forth in the city's ADA transition plan, as amended.

3. Effect of Amendment. Except as specifically modified by this Second Amendment, the Lease remains in full force and effect and is in all events ratified, confirmed and approved.

4. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Second Amendment, the First Amendment, and the Lease, the documents shall govern in the order listed herein.

5. Non-Default. By executing this Second Amendment, Lessee affirmatively asserts that, to Lessee's knowledge, Lessor is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Lease.

6. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date set forth above.

“Lessor”

CITY OF AVONDALE,
an Arizona municipal corporation

Ron Corbin, City Manager

Date: _____

ATTEST:

Marcella Sarmiento, City Clerk

“Lessee”

BOYS AND GIRLS CLUB OF THE VALLEY, INC.
an Arizona non-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1
TO THE
SECOND AMENDMENT TO THE LEASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BOYS AND GIRLS CLUB OF THE VALLEY, INC.

[Lease Area]
See following page.

LEGAL DESCRIPTION DECONCINI PLAT FUTURE LOT "A"

A portion of Block 1 of the Subdivision Plat "Litchfield Heights", recorded with Maricopa Count Recorders Office (MCR) book 18 of maps, page 3, said portion and said Block 1 being located in Section 15, Township 1 North, Range 1 West of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona, said portion more particularly described as follows:

Commencing at the centerline intersection of Western Avenue and 3rd Street per Subdivision Plat "Litchfield Heights" in MCR Book 18 of maps, Page 3, from which a the centerline intersection of Western Avenue and 4th Street, bears South 89° 44' 19" East, 328.99 feet, and for a second bearing reference, the centerline intersection of Belmont Drive and 3rd Street, bears South 01° 26' 21" East, 185.16 feet;

Thence along said centerline of Western Avenue, South 89° 44' 19" East, 30.99;

Thence South 01° 15' 41" East, 33.00 feet;

Thence South 01° 26' 21" East, 7.00 feet to the POINT OF BEGINNING;

Thence South 89° 44' 19" East, 149.49 feet;

Thence South 01° 26' 41" East, 229.84 feet to a non-tangent curve, concave north, having a radius of 81.42 feet and a radial bearing of South 24° 14' 56" East;

Thence westerly along said non-tangent curve an arc length of 51.48 feet, subtended by a central angle of 36° 13' 22", to a non-tangent curve concave southeasterly, having a radius of 9.59 feet and a radial bearing of North 04° 03' 38" East;

Thence southwesterly along said non-tangent curve an arc length of 14.23 feet, subtended by a central angle of 85° 00' 04", to a non-tangent curve concave westerly, having a radius of 57.72 feet and a radial bearing of South 79° 45' 00" East;

Thence southwesterly along said non-tangent curve an arc length of 31.37 feet, subtended by a central angle of 31° 08' 18", to a non-tangent curve concave easterly, having a radius of 4.29 feet and a radial bearing of North 50° 51' 19" West;

Thence southerly along said non-tangent curve an arc length of 4.83 feet, subtended by a central angle of 64° 29' 30", to a non-tangent curve concave westerly, having a radius of 39.60 feet and a radial bearing of North 62° 30' 51" East;

(continued page 2)

Thence southerly along said non-tangent curve an arc length of 38.06 feet, subtended by a central angle of $55^{\circ} 04' 13''$, to a non-tangent curve concave easterly, having a radius of 26.94 feet and a radial bearing of North $62^{\circ} 00' 59''$ West;

Thence southerly along said non-tangent curve an arc length of 10.05 feet, subtended by a central angle of $21^{\circ} 22' 51''$, to a non-tangent line;

Thence along said non-tangent line South $01^{\circ} 18' 34''$ East, 31.99 feet to a non-tangent curve, concave easterly, having a radius of 40.12 feet and a radial bearing of South $88^{\circ} 06' 19''$ West;

Thence southerly along said non-tangent curve an arc length of 14.36 feet, subtended by a central angle of $20^{\circ} 30' 27''$, to a non-tangent line;

Thence along said non-tangent line, South $88^{\circ} 33' 39''$ West, 72.21 feet;

Thence North $01^{\circ} 26' 21''$ West, 370.39 feet back to the POINT OF BEGINNING;

Described area contains 45,342 square feet or 1.04091 acres, more or less.

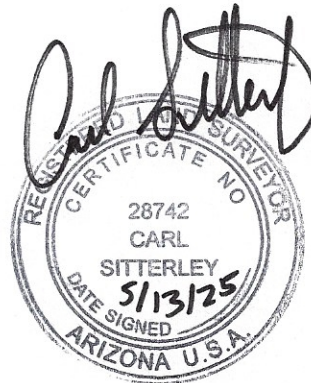
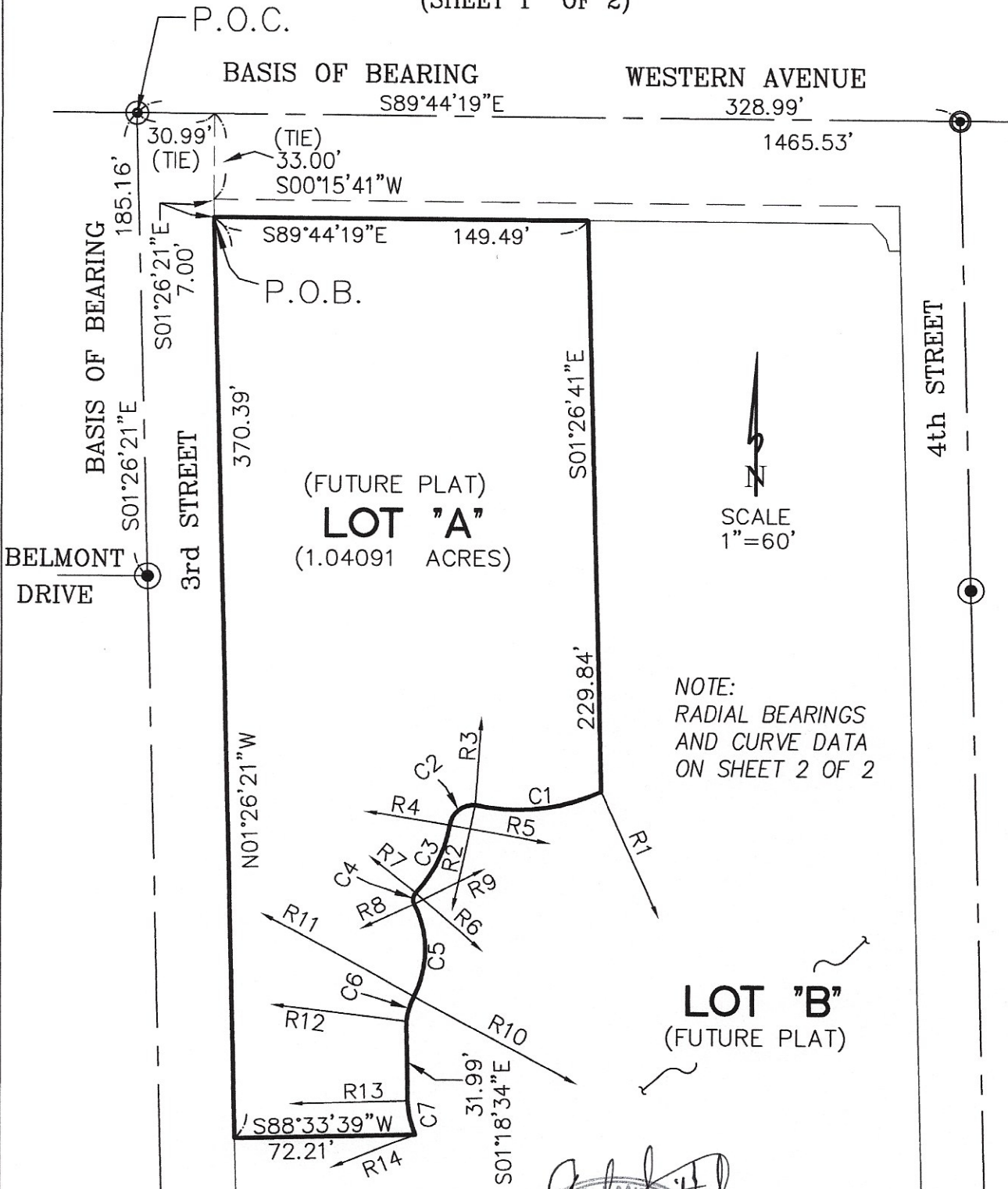


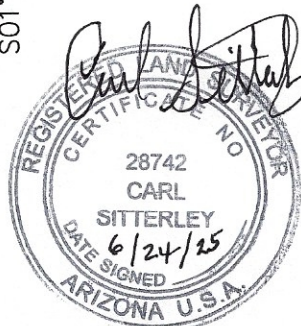
EXHIBIT MAP

(SHEET 1 OF 2)



LEGEND

P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCING



CRS
 CONSULTANT REGISTERED
 SURVEYING
 8732 E. PICCADILLY ROAD
 SCOTTSDALE, ARIZONA
 480-620-1382

EXHIBIT MAP

(SHEET 2 OF 2)

CURVE TABLE FOR NON-TANGENT CURVES

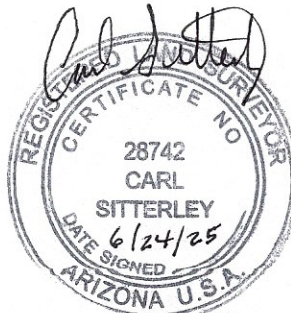
C1= L=51.47' Δ=36°13'22" R=81.42'
C2= L=14.23' Δ=85°00'04" R=9.59'
C3= L=31.37' Δ=31°08'19" R=57.72'
C4= L=4.83' Δ=64°29'30" R=4.29'
C5= L=38.06' Δ=55°04'13" R=39.60'
C6= L=10.05' Δ=21°22'51" R=26.94'
C7= L=14.36' Δ=20°30'27" R=40.12'

RADIAL LINE TABLE FOR NON-TANGENT CURVES

C1 ⇒ R1 S24°14'56"E	C4 ⇒ R8 S64°39'11"W
R2 S11°58'27"W	R9 N62°30'51"E
R3 N04°03'38"E	C5 ⇒ R10 S62°24'56"E
C2 ⇒ R4 N80°56'26"W	R11 N62°00'59"W
R5 S79°45'00"E	C6 ⇒ R12 N83°23'50"W
C3 ⇒ R6 S48°36'41"E	R13 S88°06'19"W
C4 ⇒ R7 N50°51'19"W	C7 ⇒ R14 S67°35'52"W

LEGEND

P.O.B. =POINT OF BEGINNING
P.O.C. =POINT OF COMMENCING



CRS

CONSULTANT REGISTERED
SURVEYING
8732 E. PICCADILLY ROAD
SCOTTSDALE, ARIZONA
480-620-1382

ITEM NUMBER: 4.h.

SUBJECT: Ordinance 2004-0226 - Acceptance of an Assignment of Easement from Maricopa County

MEETING DATE: 2/9/2026

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

PURPOSE:

City Council will consider a request to adopt Ordinance 2004-0226, authorizing the acceptance of an assignment of a drainage easement from Maricopa County and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Maricopa County was granted a 10-foot drainage easement as recorded in Docket 6397, Page 78 of the Maricopa County Recorder's Office. The easement is located on the northern portion of a +/- 9.62-acre property identified by Assessor's Parcel Number 500-65-144A. The property is located south of Pioneer Street and west of El Mirage Road and was annexed into the City's corporate limits on July 31, 1990, via Ordinance 484.

DISCUSSION:

A planned development, Avondale 10, has been submitted that will create 37 single-family residential lots on the property. To accommodate the proposed development, the existing drainage easement must be abandoned, however the City does not have the legal authority to abandon the easement. Maricopa County has agreed to assign the easement to the City which will provide the City with legal authority to abandon the easement.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance authorizing the acceptance of an assignment of a drainage easement and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore

ORDINANCE NO. 2004-0226

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE ASSIGNMENT OF A DRAINAGE EASEMENT FROM MARICOPA COUNTY, ARIZONA, GENERALLY LOCATED SOUTH OF PIONEER STREET AND WEST OF EL MIRAGE ROAD FOR PUBLIC USE.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, Maricopa County, Arizona (“Maricopa County”) is the owner of a 10-foot drainage easement generally located on the northern portion of a \pm 9.62-acre property identified as Assessor’s Parcel Number 500-65-144A; and

WHEREAS, the easement was annexed into the City’s corporate limits on July 31, 1990, by Ordinance No. 484; and Maricopa County desires to assign the easement to the City; and

WHEREAS, the City Council desires to accept the assignment of the easement for public use.

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

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

SECTION 2. The 10 foot drainage easement, upon, over, and across the northern portion of a \pm 9.62-acre property identified as Maricopa County Assessor’s Parcel Number 500-65-144A, and generally located south of Pioneer Street and west of El Mirage Road in Avondale, Arizona, as more particularly depicted and described in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted as set forth in the Assignment of Easement Agreement attached hereto as Exhibit B, by the City from Maricopa County.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
February 9, 2026.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2004-0226

[Drainage Easement Legal Description]

See following pages.

DKT 6397 PAGE 78

STATE OF ARIZONA }
County of Maricopa }

ss. I hereby certify that the within instrument was filed and recorded

Fee No.

JAN 17 '67-2 50 IN DOCKET & PAGE 6397 PAGE 78 and indexed in
MARICOPA CO. BD. OF SUPERVISORS

10251

Compared Photostated Fee:

DI-DEED

When recorded, return to:
Maricopa County Board of Supervisors

Witness my hand and official seal

CLIFFORD H. WARD
County Recorder

By *Lucy Ong* Deputy Recorder

EASEMENT FOR HIGHWAY PURPOSES

ITEM NO. _____

R/W _____

Robert E. Mastin and Aileen V. Mastin

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The East 335 feet of
The North 10.00 feet of the NE1/4 SE 1/4 NE 1/4,
Section 23, T1N R1W, Q&SRB&M, Maricopa County,
Arizona.

This easement is for drainage purposes only.

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

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

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

Dated this 10 day of January, 1967

(Seal)

Robert E. Mastin
Robert E. Mastin

(Seal)

(Seal)

Aileen V. Mastin
Aileen V. Mastin

(Seal)

STATE OF ARIZONA }
County of MARICOPA }

This instrument was acknowledged before me this 10 day of

January, 1967 by Robert E. Mastin
and Aileen V. Mastin

NOTARY PUBLIC

Lucy T. Johnson
Notary Public

My commission expires October 20, 1968



Drainage Easement to be Assigned to the City



— Drainage Easement

Not to Scale



EXHIBIT B
TO
ORDINANCE NO. 2004-0226

[Assignment of Easement]

See following pages.

WHEN RECORDED RETURN TO:
Maricopa County
Real Estate Department
2801 W. Durango St.
Phoenix, AZ 85009

Exempt A.R.S. §11-1134, A.2

C-64-26-079-X-00

ASSIGNMENT OF EASEMENT

Project: N/A
Item No.: D07783
Parcel No.: 500-65-144A


MARICOPA COUNTY, a political subdivision of the State of Arizona ("**ASSIGNOR**"), does hereby assign to the **CITY OF AVONDALE**, a municipal corporation of the State of Arizona, its successors and assigns ("**ASSIGNEE**") all right, title and interest in a certain easement recorded in the Maricopa County Recorder's Office as Docket 6397, Page 78, and subsequently conveyed to **ASSIGNOR** in instrument No. 1967-0187581 ("**Easement**").

ASSIGNOR hereby assigns and **ASSIGNEE** hereby assumes all of **ASSIGNOR'S** rights, interests and obligations under the Easement and **ASSIGNOR** retains no rights, interests, or obligations under the Easement.

ASSIGNEE agrees to indemnify, defend, and hold harmless **ASSIGNOR** for all direct damages to the real property, personal property, or physical injury to person on the property of **ASSIGNOR** caused by or arising from the proximate result of the activities of **ASSIGNEE**, its officers, employees, agents, or contractors in the exercise of **ASSIGNEE'S** rights pursuant to the terms of this Easement.

RECOMMENDED FOR APPROVAL:

MARICOPA COUNTY

Signed by:

E47E235375F04C3...

Director, Department of Transportation

Date: 11/12/2025


DocuSigned by:

F0612B0D565D4CC...

Director, Department of Real Estate

Date: 11/10/2025

APPROVED AS TO FORM and within the powers and authority granted under the laws of the State of Arizona.

Signed by:

3D6A191436004B5...

Deputy County Attorney

Date: 11/10/2025

ACCEPTANCE AND APPROVAL

ASSIGNEE:

CITY OF AVONDALE, an Arizona municipal corporation

By: Ron Corbin, City Manager

Date

ATTEST:

Marcella Sarmiento, City Clerk

STATE OF ARIZONA)

)ss

COUNTY OF MARICOPA)

This instrument was acknowledged before me this ____ day of _____ 2025, by Ron Corbin, City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale

Notary Public in and for the State of Arizona

My Commission Expires: _____

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

ACCEPTED AND APPROVED

ASSIGNOR:
MARICOPA COUNTY
BOARD OF SUPERVISORS

BY:

R.F. M. J.
Chairman, Board of Supervisors

Date: DEC 18 2025

ATTEST:

Juanita Gray
Clerk of the Board

Date: DEC 18 2025

STATE OF ARIZONA)
)ss
COUNTY OF MARICOPA)

Before me, Laurinda R Cook, Notary Public in and for said County, State of Arizona, on this day personally appeared Thomas Colvin, known to me to be the person whose name is subscribed to the forgoing instrument as Chairman of the Board of Supervisors for Maricopa County.

Given under my hand and seal of the office this 18th day of December, 2025.



Laurinda R Cook
Notary Public (signature)