



City of Avondale

City Council Meeting

Monday, August 26, 2019

Mayor and Council

Kenn Weise, Mayor

Pat Dennis, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member

Veronica Malone, Council Member | Curtis Nielson, Council Member

Mike Pineda, Council Member

Administration

Charles A. Montoya, City Manager

Gina Montes, Assistant City Manager

Michael Wawro, City Attorney

Marcella Carrillo, City Clerk

City Council Chambers

11465 West Civic Center Drive

Avondale, AZ 85323



City Council Meeting
Agenda
Monday, August 26, 2019

CITY COUNCIL CHAMBERS | 11465 WEST CIVIC CENTER DRIVE | AVONDALE, AZ 85323

WORK SESSION
6:30 PM

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. TRANSIT AND PROPOSITION 400 EXTENSION UPDATE

City Council will receive an update on the success of the Zoom Neighborhood Circulator, as well as an update regarding recent changes to the City's Paratransit Services. City Council will also receive a brief update on the Proposition 400 Extension. This item is for information and discussion only.

3. ADJOURNMENT

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should fill out a card located at the back of the Council Chambers and hand it to the City Clerk prior to consideration of that agenda item.

REGULAR MEETING

7:00 PM

CALL TO ORDER BY MAYOR PLEDGE OF ALLEGIANCE MOMENT OF REFLECTION

1. ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

(Limit three minutes per person. Please state your name.)

3. PRESENTATION ITEMS

a. READ ON AVONDALE

Avondale Resident and Valley of the Sun United Way's Director of Community Impact, Dawn Gerundo, will present a report to the Mayor and Council on Read On Avondale's Theory of Acceleration.

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 May 6, 2019 and May 20, 2019 City Council Meeting Minutes. The Council will take the appropriate action.

b. WIRELESS PROVIDER MASTER LICENSE APPLICATION FOR AT&T MOBILITY LLC

City Council will consider approval of a Wireless Provider Master License Application for AT&T Mobility. The Council will take the appropriate action.

c. COOPERATIVE PURCHASING AGREEMENT WITH SOUTHWEST WATERWORKS CONTRACTORS PM, LLC TO PROVIDE WATER AND PUMP MAINTENANCE AND REPAIR SERVICES

City Council will consider a request to approve a Cooperative Purchasing Agreement with Southwest Waterworks Contractors PM, LLC to provide water wells and pump maintenance and repair services with a maximum aggregate amount not to exceed \$1,000,000 over the five year contract term and authorize the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. 6TH AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK WITH PCL CONSTRUCTION, INC., - GRIT CHAMBER REHABILITATION FOR THE WATER RECLAMATION FACILITY

City Council will consider a request to approve Contract Amendment No. 6 to the Construction Manager at Risk Agreement with PCL Construction, Inc., to perform additional work related to Grit Chamber rehabilitation for the Water Reclamation Facility improvement project in the amount of \$149,980.25 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 3579-819 - AMENDING THE COUNCIL RULES OF PROCEDURE, SECTION 15 - PERTAINING TO BOARDS, COMMISSIONS, AND COMMITTEES

City Council will consider a request to adopt Resolution 3579-819 amending the Council Rules of Procedure section 15, Boards, Commissions, and Committees, approving administrative changes to various Boards, Commissions, and Committees and authorize the Mayor, or City Manager and the City Clerk to execute the appropriate documents. The Council will take appropriate action.

f. RESOLUTION 3580-819 - AVONDALE MUNICIPAL ART COMMITTEE BYLAWS

City Council will consider a request to adopt Resolution 3580-819 amending the bylaws of the Avondale Municipal Art Committee to modify the requirements of the Ex-Officio member. The Council will take appropriate action.

g. RESOLUTION 3583-819 – INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY SHERIFF’S OFFICE FOR THE SWORN BASIC TRAINING ACADEMY

City Council will consider a request to adopt Resolution 3583-819 authorizing an Intergovernmental Agreement with the Maricopa County Sheriff’s Office (MCSO) to utilize their sworn basic training academy for the training of new police recruits and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. RESOLUTION 3581-819 AND 3582-819 - DROUGHT CONTINGENCY PLAN AGREEMENTS

City Council will consider a request to: (a) adopt Resolution 3581-819 authorizing an intergovernmental agreement with the City of Peoria, the Maricopa-Stanfield Irrigation and Drainage District and the Arizona Department of Water Resources relating to the Lower Basin Drought Contingency Plan Water Storage; (b) adopt Resolution 3582-819 authorizing an intergovernmental agreement with the City of Chandler, the City of Goodyear, the City of Peoria, The City of Phoenix, the City of Scottsdale, the City of Tucson, Freeport Minerals Corporation and Epcor Water Arizona inc., relating to the Lower Basin Drought Contingency Plan Long Term Storage Credit Exchange; and (c) authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

i. RESOLUTIONS 3569-819 AND 3570-819 – MARBELLA PARK MAINTENANCE IMPROVEMENT DISTRICT

City Council will consider a request to approve the Petition for Formation, adopt a Resolution declaring its intention to form the City of Avondale Maintenance Improvement District No. 18, Marbella Park providing for the assessment, and a second resolution declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency. The Council will take appropriate action.

j. FINAL PLAT OF MARBELLA PARK (FORMERLY GREYHOUND PARK) - APPLICATION PL-18-0288

City Council will consider a request by Mr. David Bohn, Westwood Professional Services, for approval of a Final Plat for Marbella Park (formerly “Greyhound Park”). Consistent with the Preliminary Plat approved by City Council in August 2018, the proposed Final Plat will create 60 single-family lots, 8 common area tracts, and dedicate adjacent arterial streets, internal local streets and easements on 13.8 gross acres located at the northeast corner of 4th Street and Elm Lane in Historic Avondale. City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for this parcel as a separate agenda item. The Council will take appropriate action.

k. ORDINANCE 1695-819 - SALE OF REAL PROPERTY LOCATED AT 99TH AVENUE AND MCDOWELL ROAD

City Council will consider a request to adopt Ordinance 1695-819, authorizing the sale of real property located at the northeast corner of the Costco property, immediately west of 99th Avenue, and north of McDowell Road and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. ORDINANCE 1700-819 - AMENDING CITY CODE, CHAPTER 13 (LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS) - PERTAINING TO ALCOHOLIC BEVERAGE LICENSES

City Council will consider a request to adopt Ordinance 1700-819, amending City Code Chapter 13 (Licenses, Taxation and Miscellaneous Business Regulations), Article IV (Alcoholic Beverage Licenses), amending section 88 pertaining to publication of notices and authorize the Mayor, or City Manager and the City Clerk to execute the appropriate documents. The Council will take appropriate action.

m. ORDINANCE 1701-819 - DEDICATING AN IRRIGATION EASEMENT TO SALT RIVER PROJECT AT ROOSEVELT STREET AND 103RD AVENUE

City Council will consider a request to adopt Ordinance 1701-819 dedicating an Irrigation Easement to Salt River Project (SRP) at Roosevelt Street and 103rd Avenue and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents. The Council will take the appropriate action.

5. REGULAR AGENDA

a. **RESOLUTION 3576-819 - FIRST AMENDMENT TO THE PARKSIDE VILLAGE DEVELOPMENT AGREEMENT WITH AG/RW – ENTORNO, LLC – APPLICATION PL-19-0065**

City Council will consider a request by Ms. Jordan Rose, Rose Law Group, to adopt Resolution 3576-819 approving the First Amendment to the Parkside Village Development Agreement with AG/RW – Entorno, LLC, and authorize the Mayor or City Manager and City Clerk to execute the Agreement. The proposed Amendment to the 2014 Agreement will redefine infrastructure improvements required to be completed with development of the 163-acre Parkside Village property located at the southwest corner of Indian School Road and 99th Avenue, modify the timing for completion of those infrastructure improvements, and remove time sensitive elements of the existing Agreement that are no longer available. The Council will take appropriate action.

b. **PUBLIC HEARING - ORDINANCE 1699-819 - MAJOR PLANNED AREA DEVELOPMENT (PAD) AMENDMENT - APPLICATION PL-18-0296 - PARKSIDE VILLAGE**

City Council will hold a public hearing and adopt Ordinance 1699-819, approving application PL-18-0296 Parkside Village, a request by Ms. Jordan Rose, Rose Law Group, for approval of a Major Amendment to the Parkside Village Planned Area Development (PAD), subject to seven (7) conditions of approval as listed in the Staff report. The current Parkside Village PAD zoning allows for a mix of uses, including single-family detached homes, attached townhomes, apartments, retail/commercial, and office on approximately 163 gross acres of property located at the southwest corner of Indian School Road and 99th Avenue. The amendment, if approved, will reconfigure open space within the proposed development, modify single-family residential lot sizes and product types, modify development and design standards, and revise project phasing. The Council will take appropriate action.

6. ADJOURNMENT

Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o intérprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.

CITY COUNCIL REPORT

SUBJECT: Transit and Proposition 400 Extension Update

MEETING DATE: 8/26/2019

TO: Mayor and Council

FROM: Tracy Stevens, Deputy City Manager

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will receive an update on the success of the Zoom Neighborhood Circulator, as well as an update regarding recent changes to the City's Paratransit Services. City Council will also receive a brief update on the Proposition 400 Extension. This item is for information and discussion only.

BACKGROUND:

On July 25, 2011, the City launched the Zoom Neighborhood Circulator; the first service of this kind in the Southwest Valley. Since that time, the Zoom has hit many milestones and continued to add services and new routes.

The Federal Transit Administration requires that cities provide Paratransit Service within 3/4 mile of any fixed route bus service. The City of Phoenix has been providing Paratransit services for the City of Avondale, but recently asked that Avondale transition to Valley Metro for this service. Valley Metro started serving as the City's Paratransit provider on July 1, 2019.

Proposition 400, Maricopa County's half-cent sales tax which funds transit, streets, and freeways, will expire in 2026. In the fall of 2018, MAG initiated a research effort to better understand public attitudes regarding regional transportation needs, values, and investment priorities to inform development of the next Regional Transportation Plan, Imagine. The research included meetings with stakeholders, online and in-person focus groups, and surveys.

DISCUSSION:

Zoom Update:

Staff will provide an overview of the success of the Zoom Neighborhood Circulator and the upcoming program changes beginning October 28, 2019.

The Zoom North is the newest route to be established within the City and has been in circulation for two years. The Zoom North and South routes are depicted in Exhibit A. Staff recently met with Valley Metro and Total Ride, who operate the service, to assess what can be done to better serve riders. As a result of those discussions, staff combined the Zoom North and South routes into one larger route so that there are no transfers needed for riders to get around the City. The new larger routes will be called Zoom Downtown and Zoom Uptown. Zoom Downtown and Uptown will travel bi-directionally around the City. A map of the combined route is attached as Exhibit B. The combined route keeps a 30 minute service time. Minor adjustments will be made to the combined route which include an additional stop at St. John Paul II Catholic

High School and extending the route to Dysart and Indian School Roads. With the combined circulator, costs to riders will remain the same at \$0.50 per ride and the costs incurred by the City will decrease. In December the Zoom will also start serving Festival Fields Park.

Paratransit Update:

The City has transitioned from the City of Phoenix to Valley Metro as the lead agency for the City's Paratransit Services. The transition has gone very smoothly and riders are still experiencing excellent service for these trips.

Effective July 1, 2019 Avondale also started offering RideChoice. RideChoice allows Paratransit riders a non-shared ride option, however, the number of rides permitted each month is capped. The average cost of a RideChoice trip is cheaper to both the rider and the City.

Proposition 400 Extension Update:

Through the Values Mapping process, MAG discovered several things about the vision for transportation through the region.

- A vision for transportation in this region is very important
- People in the region like how it was built
- Constituents support shifting to a long-range program that provides flexibility to modify priorities based on changing circumstances and technologies
- There is tremendous support for increased funding for transportation in this region

STRATEGIC PLAN ALIGNMENT:

Strategic Initiative: Foster Sustainable Community Development

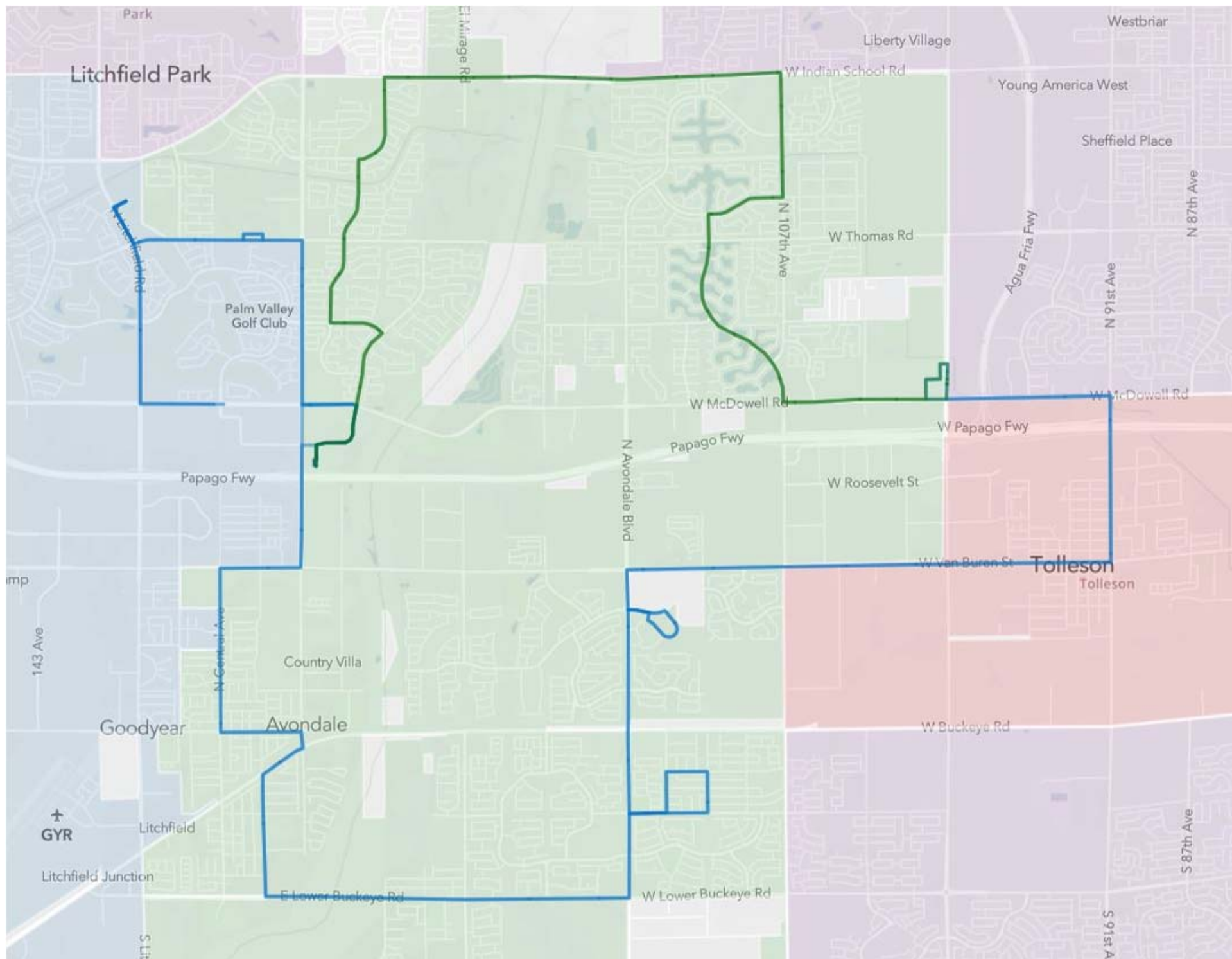
Strategic Goal: Maintain and Expand Quality Infrastructure and Improve Connectivity to City Amenities

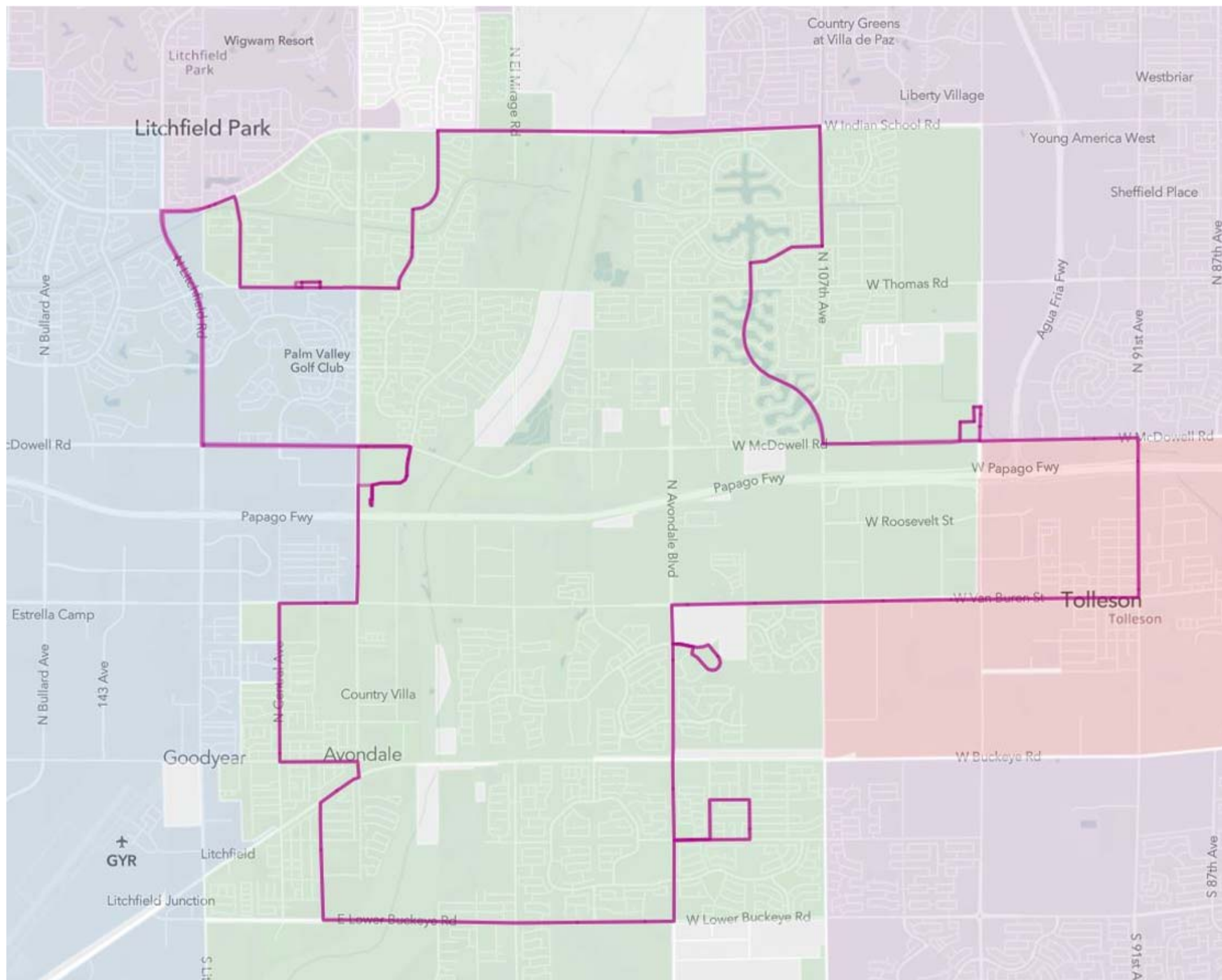
BUDGET IMPACT:

All costs for the Zoom Neighborhood Circulator and the Paratransit Service are included in the FY2020 Budget.

RECOMMENDATION:

For information and discussion only.





CITY COUNCIL REPORT

SUBJECT: Read On Avondale

MEETING DATE: 8/26/2019

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood and Family Services Director (623) 333-2711

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

Avondale Resident and Valley of the Sun United Way's Director of Community Impact, Dawn Gerundo, will present a report to the Mayor and Council on Read On Avondale's Theory of Acceleration.

BACKGROUND:

Read On Avondale was established in January 2016 and is facilitated by Valley of the Sun United Way staff. Read On Avondale's achievements include: 2016 Pacesetter (School Readiness); 2017 All America City (Community Engagement & Civic Involvement); 2018 Bright Spot (Community STEM); 2018 Literacy Champion - Mary Lou Naylor; and 2019 Pacesetter (School Readiness).

In 2018, they were chosen as one of six Read On groups in the State of Arizona to participate in Read On Arizona's Acceleration Zone Project. A cohort model, the Acceleration Zone Projects seeks to build the capacity of change makers who are interested in leading the charge for effective, equitable, and accelerated early literacy results in their communities. The Theory of Acceleration is Read On Avondale's commitment to develop an early literacy action plan focused on children aged birth to age eight so that all Avondale children obtain the necessary literacy skills for success in school.

DISCUSSION:

As a group, members of Read On Avondale determined the goal for the Theory of Acceleration would be "each school in the Read On Avondale Acceleration Zone will increase third grade reading proficiency greater than or equal to the Arizona State scores". Six statements were developed to guide the activities, goals, key assumptions and areas for development. These focus on positive relationships with caring adults, chronic absenteeism, out of school programs, school staff feeling supported, professional development opportunities for school staff, and number of books in the home. Dawn Gerundo, will share a brief presentation outlining the status of Read on Avondale in our community.

BUDGET IMPACT:

None.

RECOMMENDATION:

This item is for information and discussion only.



CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 8/26/2019

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve the May 6, 2019 and May 20, 2019 City Council Meeting Minutes. The Council will take the appropriate action.

BACKGROUND:

n/a

DISCUSSION:

n/a

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approval of the May 6, 2019 and May 20, 2019 City Council Meeting minutes.

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
May 6, 2019

A **Work Session** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 6:00 p.m.

Members Present: Mayor Kenn Weise; Vice Mayor Pat Dennis; Councilmembers Tina Conde, Bryan Kilgore, Veronica Malone, and Curtis Nielson.

Members Absent: Council Members Mike Pineda.

Other Municipal Officials Present: Gina Montes, Assistant City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Cindy Blackmore, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Lindsey Duncan, Finance and Budget Director; Craig Jennings, Judge; Kirk Haines, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Police Chief ; Cherlene Penilla, Human Resources Director; Larry Rooney, Fire Chief; Tracy Stevens, Development & Engineering Services Director; and Jeffrey Scheetz, Chief Information Officer.

Audience: Approximately seven members of the public were present.

1 ROLL CALL BY THE CITY CLERK

Note: Councilmember Mike Pineda arrived to the meeting at 6:04 p.m.

2. CITY CENTER SPECIFIC PLAN UPDATE (APPLICATION PL-19-0075)

Tracy Stevens, Development & Engineering Services Director, provided an update regarding Application PL-19-0075, a request by the City's Planning Division to update the City Center Specific Plan. The update is to reflect evolving conditions impacting the implementation of the adopted Vision for the Avondale City Center. The intent of the update is to reflect the City's current level of expectation for a quality, unique, and pedestrian friendly City Center that will create a place of significance in Avondale.

Ms. Stevens provided the following highlights on the market study and the plan:

- History of the Plan
 - 402 acres were adopted in 2008 with City investment in the infrastructure to include the American Sports Center and Transit Center.
 - Urban center that is intended to create a vibrant pedestrian and family-friendly entertainment district.
- Purpose for Update
 - Identify the current level of expectation for a quality, unique, and pedestrian-friendly plan.

- Create a place of significance that will generate renewed interest from the development community.
 - Provide a refreshed plan with new requirements and guidelines.
 - Provide a flexible framework for the project and area to track the needed development.
 - Review of the market analysis.
- Feedback from two ad hoc meetings with property owners and stakeholders included:
 - Size of the lots are too large
 - The need for a walkable area
 - Support of existing and planned hotels in the area
 - Better use of the linear park (Park Avenue area)
 - Create synergy with the sports complex and park (addition of volleyball courts)
- Avondale Boulevard is a major arterial point that bisects the project. Discussion should focus on making the land uses on the two sides work together to create a great destination.
- Staff met with developers and business partners who have previously worked with the City.
- New land use categories and a name change to be presented.
- Market Analysis
 - Identified the need for medium to high density residential in the area, especially high density as there is a need to increase the units to over 1,000 units by 2030 and 13,000 by 2050.
 - High density apartments, condos and townhomes would be very useful.
 - Restaurants, coffee shops, and fast food as key drivers within the area but also allowing retail anchor and additional hotel development.
 - Local residents would be the main source of the retail demand and eventually providing the work force for future office development.
 - Residential development would feed any type of retail demand.
 - Office development would be more into the future and staff believes they can capitalize on the residential right now.
 - Current residential developments will help feed the area, including Roosevelt Park.
- Recommendations from the Market Study
 - Public and private partnerships incentives which staff are focusing on the City-owned properties first.
 - Options to engage a master developer or work on each parcel, project by project.
 - Working on a major catalyst such as higher education.
 - Reduction in the size of boundaries.
- Mainly working with developers on apartments, but there has been interest in townhomes and single-family rental products.
- Interest in the City-owned property for retail uses.
- Still constantly getting hotel interest so there will probably be at least one more hotel in the area.
- Staff will ensure the approved text amendment is carried forward into the plan for the Empire property located on the northwest corner, which is a neighborhood type stature.

- A comparison of the land area was presented.
- Proposed Land Uses
 - Gateway District is the first point of entry and an opportunity for a catalyst type development, such as higher education location. Vehicle friendly area includes suburban type development, offices, and hotels.
 - Village District includes neighborhood, retail office employment, urban multi-family, commercial use and apartments.
 - Promenade District is 31 acres and is for the most part built up with a small area left on the western portion of the site.
 - Neighborhood District is adjacent to City Hall and is seen as a feeder to the core area, allowing for single family or townhomes. Possible pedestrian access through the City Hall campus.
 - Park Avenue District includes 30 acres of City-owned property which could be the central gathering area and urban design. The area is to be very pedestrian-oriented to include possible farmers' markets and larger gathering space by use of an amphitheater.
 - Residential District is currently pending with a developer for possible single-family rental, multi-family, and attached townhomes in this area.
- Park Avenue District, City-owned property, to include multi-modal effects to provide bike lanes, connectivity center, surface parking, pedestrian connections, and additional parking.
- The market study identified what could be developed now and in the future. If development moved forward now it would result with surface parking, but the areas could always be enhanced to provide more parking structures in the future.
- The Park Avenue District Core
 - The focus for building placement and development to create new corridors into the area of Van Buren and Avondale Boulevard.
 - Would hold the green central park space, special events community functions, farmers markets, as well as volleyball courts in the back.
- Staff suggests changing the name to "The Boulevard".
- The importance of allowing for opportunities for art within the plan, including sculptures or signs.
- Next Steps
 - Working on final draft which will be brought to Council for review at a future date.
 - Continuing to meet with property owners which is an ongoing effort with a neighborhood meeting set for May 7th at 6:00 p.m. at City Hall.
 - Planning Commission public hearing will be held in June with Council adoption in July.
 - A general plan map amendment will be presented with a name change.
 - The City Center zoning district will be changed through a text amendment.

Mayor Weise said that Mr. Pollack's size analysis of the 402 acres was presented under the assumption that the area would be taken in one bite. The plan has always been to complete the area in sections. He stated he loved the idea of the different neighborhoods and changing of the name, due to confusion between City Hall and City Center. He loved having different looks to each neighborhood, so they do not look like they were developed

in a very short period of time. He noted staff can work on the design guidelines and present those at a later date. Mayor Weise noted that there should be daytime and nighttime population in order for City Center to work. The biggest employer in the area is the City of Avondale and most of the employees go home in the evening and are not hanging out in the area. He posed the question, asking how the City can capture more employers and capture the population so restaurants and entertainment stay. There is an opportunity with the four or five hotels within a very compact area which adds vibrancy to the area, especially on the east side. His only concern is how to tie the east side with the west side when there is a major road between them. He noted that the 30 acres of City-owned property makes sense.

Council Member Nielson said he would like to see a food court with multiple opportunities of food possibilities within walking distance to the hotels. He also liked the idea of having entertainment, such as a musical or play theater like the Hale Theater in Gilbert. He noted the importance of adequate parking for these businesses, as well as a bike lane. He stated he liked the checker board idea but noted only one couple can play at a time. He mentioned a bridge like the one in Las Vegas could help with the east and west side division. Lastly, he was fine with the name of "The Boulevard".

Council Member Conde thanked staff for listening to Council regarding some of the items that have been incorporated. She stated that it is important to have a place where people can gather with music, food, and a fun dining experience. She noted that she would like to see less fast food and more unique dining such as Korean BBQ. She stated that the art is also important to have people come to enjoy the art pieces and take pictures. She noted that Eastmark had a unique space for gathering and playing board games inside a bus. Council Member Conde agreed with Council Member Nielson regarding the adequate parking. She agreed that a visually pleasing pedestrian bridge would be nice at the entrance, since it was also a main gateway to the City of Avondale.

Council Member Pineda stated that the bridge would be a great way for visitors to enter the city and connect the sides of the development. He also liked the idea of a space for residents to gather and play games.

Council Member Kilgore thanked staff for the presentation and for listening to Council's concerns. He stated he really liked the idea of the game area for checkers, chess, cornhole, and Jenga. He stated he liked the concept that the other Council Members mentioned regarding the bridge and agrees it would be expensive but something to explore. He referenced the bridge in Las Vegas where people sit on the bridge and play music for the public. He added that he would be interested in a variety of eating places for families as well as quick fast food places, such as Shake Shack and Rico's. He agreed with Council Member Nielson's comment regarding the idea of a theater, creating a gourmet environment. He also agreed with the parking comments and he stated he was good with the name, "The Boulevard", commenting that it was unique. He noted that he expected to explore other options before a decision is made. Overall, he stated he liked what staff has presented so far.

Council Member Malone liked the idea of a bridge for safety and to mark the entryway to the City. She also liked the art pieces and game area suggestion. She expressed concern with an entertainment space as the existing one is not being used well. She commented on ample parking and a dining option to include inside or outside dining.

Vice Mayor Dennis asked for clarity on the district boundaries of the proposal. Ms. Stevens explained each area is a district being divided by Roosevelt Street, Avondale Boulevard, Van Buren Street, and 113th Avenue. Vice Mayor Dennis asked if the transit center and sports facilities are incorporated within the plan. Ms. Stevens went into more detail on the map, identifying the sports facility and parking areas. Vice Mayor Dennis said she was concerned about the sense of walkability and she would rather see something more useful in the park avenue district. She believed that more unique features could be incorporated that would allow people to walk into the area. She was fine with the types of uses, noting the need for high density uses within the area. She said that a bridge or transition area for pedestrians to comfortably walk from one area to the other. Lastly, she expressed the need for more interactive elements other than just green space for parents who are watching their children play.

Mayor Weise suggested focusing on the east side, while not discounting the west side, as it seems sensible to take control of that area first. He stated that although the City is a few years out from needing a bridge, he loved the idea of a gateway monument across Avondale Boulevard. He thought the name of the project might be more focused on Avondale's farming history rather than "The Boulevard", which Vice Mayor Dennis agreed. Mayor Weise stated that he was good with moving some of the buildings farther west along the street and screening some of the parking as the current plan is choppy. He mentioned the linear park that was supposed to run all the way to Van Buren does not get used, but it is an option for a gathering place without competing with the City Center amphitheater. Mayor Weise agreed with Council Member Nielson, stating the need for restaurants near the hotels and an open central courtyard. The planned area will have to be a destination to be successful, pulling people from outside of Avondale. Mayor Weise noted competition within the area, mentioning City Center should be different and special. He explained that while Council does not want to walk away from staff's interest and suggestions, he believes they can do better.

Vice Mayor Dennis stated that parking structures are key, especially if a lot of visitors are to be targeted within the area.

Council Member Nielson added that if parking structures were created, solar panels should be considered.

Council Member Kilgore asked for the location of the university idea that was mentioned. Ms. Stevens showed the possible option within the Gateway district, which is more suburban in nature, and similar to what is already within the plan. The area is an ideal location as it is the first point as you see in the city.

Mayor Weise said that Avondale is in a unique position because it has some of the last frontage along the I-10 freeway. He commented on how rare the area is when heading

further west. He stated he liked the general concept but noted it is choppy. In response to Mayor Weise's inquiry, Ms. Stevens stated she could return to Council with a revised plan in July.

3. ADJOURNMENT

There being no further business before the Council, Council Member Nielson moved to adjourn the meeting; Council Member Conde seconded the motion.

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

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

Meeting adjourned at 6:47 p.m.

CITIZEN'S LEADERSHIP ACADEMY GRADUATION RECEPTION

Immediately following the Work Session

1. CITIZEN'S LEADERSHIP ACADEMY GRADUATION RECEPTION

A reception for the Citizen's Leadership Academy Graduation will be held immediately following the Work Session in the Sonoran Conference Room in City Hall. The Avondale City Council will be in attendance at the reception; no official City business will be conducted.

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 7:00 p.m.

Mayor Kenn Weise led the Pledge of Allegiance followed by a moment of silent reflection in remembrance of Lance Col. Justin A. Hinds from the City of Avondale.

Members Present: Mayor Kenn Weise; Vice Mayor Pat Dennis; Councilmembers Tina Conde, Bryan Kilgore, Veronica Malone, Curtis Nielson and Mike Pineda.

Note: Council Member Mike Pineda participated by telephone.

Members Absent: None.

Other Municipal Officials Present: Gina Montes, Assistant City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Cindy Blackmore, Public Works

Director; Jessica Blazina, Intergovernmental Affairs Administrator; Lindsey Duncan, Finance and Budget Director; Craig Jennings, Judge; Kirk Haines, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Police Chief ; Cherlene Penilla, Human Resources Director; Larry Rooney, Fire Chief; Tracy Stevens, Development & Engineering Services Director; and Jeffrey Scheetz, Chief Information Officer.

Audience: Approximately 30 members of the public were present.

1. ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2. RECOGNITION ITEMS

CITIZEN'S LEADERSHIP ACADEMY GRADUATION RECEPTION

Jessica Blazina, Intergovernmental Affairs Administrator, stated that the annual Citizen's Leadership Academy gave citizens an opportunity to see how their City government works and providing residents with a hands-on experience. Staff and Council recognized the ten residents who completed the course this year.

Mayor Weise asked the participants what was surprising to them. A graduate commented on the fish within the water. Cindy Blackmore, Public Works Director, explained the fish within the water is an environmentally sustainable way to save the city money over time and an innovation program that will help the city into the future. Another graduate commented on how much work has been done to keep citizens safer and expressed gratitude to the police and fire departments. Another graduate commented on how much the Public Works employees enjoy their jobs and how much government officials care about the people within the community.

Mayor Weise commented on the employee participation at a recent citywide event, noting the engagement with the residents. He thanked the graduates for their participation and commented on the friendly court staff.

Council Member Kilgore thanked the residents for taking the leadership position, noting their children and neighbors will see their actions providing for more people concerned for their community. He noted their attendance at the water treatment facility which provides connectivity throughout the city. He thanked them for their participation.

Vice Mayor Dennis thanked the graduates and encouraged each of them to become engaged in the City's boards and commissions.

Council Member Pineda agreed with Vice Mayor Dennis to continue their involvement in the City's activities.

a. NEW FIRE AND MEDICAL DEPARTMENT EMPLOYEE INTRODUCTIONS

Acting Fire Chief, Larry Rooney, introduced new employees of the Fire and Medical Department, briefing describing their backgrounds:

- Ryan Nuetzman
- Dylan Parisi (absent)
- Brendan Weise

Mayor Weise welcomed the new employees to the City.

b. NEW FIRE AND MEDICAL DEPARTMENT EMPLOYEE PROMOTIONS

Acting Fire Chief, Larry Rooney, announced three employees of the Fire and Medical Department who were recently promoted within the department, briefly describing their duties and congratulating them for their achievements:

- Evan Titterington, Battalion Chief
- Bryan Depauw, Captain
- Kyle Winterstein, Captain
- Kristy Coleman, Engineer
- Calen Smith, Engineer

3. UNSCHEDULED PUBLIC APPEARANCES

None.

4. CONSENT AGENDA

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

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

Upon roll call vote, the motion carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

a. RESOLUTION 3549-519 - ADOPTING THE FINAL DEVELOPMENT FEE STUDY

City Council adopted Resolution 3549-519 to adopt the Final Development Fee Study which includes the final calculated development impact fees.

b. USE OF GENERAL CONTINGENCY FOR HOMELESS OUTREACH AND CONSULTATION SERVICES

City Council approved a request for the use of General Fund contingency for outreach and consultation services to address homelessness.

c. THIRD AMENDMENT TO THE CPA - COHONE TECHNOLOGIES - FLEET PARTS & SERVICES

City Council approved the Third Amendment to the Cooperative Purchasing Agreement with Cohone Technologies Sales & Service, LLC to provide fleet and equipment parts, service and accessories for a maximum aggregate amount not to exceed \$80,000 over the term of the agreement which ends March 30, 2020, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

d. RESOLUTIONS 3531-519 AND 3532-519 - VERDE TRAILS UNIT I PARCEL 3 MAINTENANCE IMPROVEMENT DISTRICT

City Council approve the Petition for Formation, adopted Resolution 3531-519 declaring its intention to form the City of Avondale Maintenance Improvement District No. 07, Verde Trails Unit I Parcel 3, providing for the assessment, and Resolution 3532-519 declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency.

e. RESOLUTIONS 3533-519 AND 3534-519 - VERDE TRAILS UNIT I PARCEL 4 MAINTENANCE IMPROVEMENT DISTRICT

City Council approved the Petition for Formation, adopted Resolution 3533-519 declaring its intention to form the City of Avondale Maintenance Improvement District No. 10, Verde Trails Unit I Parcel 4, providing for the assessment, and Resolution 3534-519 declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency.

f. RESOLUTIONS 3543-519 AND 3544-519 - VERDE TRAILS UNIT I PARCEL 7 MAINTENANCE IMPROVEMENT DISTRICT

City Council approved the Petition for Formation, adopted Resolution 3543-519 declaring its intention to form the City of Avondale Maintenance Improvement District No. 11, Verde Trails Unit I Parcel 7, providing for the assessment, and Resolution 3544-519 declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency.

g. RESOLUTIONS 3535-519 AND 3536-519 - VERDE TRAILS UNIT I PARCEL 8 MAINTENANCE IMPROVEMENT DISTRICT

City Council approved the Petition for Formation, adopted Resolution 3535-519 declaring its intention to form the City of Avondale Maintenance Improvement District No. 12, Verde Trails Unit I Parcel 8, providing for the assessment, and Resolution 3536-519 declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency.

h. RESOLUTIONS 3537-519 AND 3538-519 - VERDE TRAILS UNIT I PARCELS 9 AND 10 MAINTENANCE IMPROVEMENT DISTRICT

City Council will consider a request to approve the Petition for Formation, adopt Resolution 3537-519 declaring its intention to form the City of Avondale Maintenance Improvement District No. 13, Verde Trails Unit I Parcels 9 and 10, providing for the assessment, and Resolution 3538-519 declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency. The Council will take appropriate action.

i. RESOLUTIONS 3539-519 AND 3540-519 - VERDE TRAILS UNIT I PARCEL 11 MAINTENANCE IMPROVEMENT DISTRICT

City Council approved the Petition for Formation, adopted Resolution 3539-519 declaring its intention to form the City of Avondale Maintenance Improvement District No. 08, Verde Trails Unit I Parcel 11, providing for the assessment, and Resolution 3540-519 declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency.

j. RESOLUTIONS 3550-519 AND 3551-519 - VERDE TRAILS UNIT II MAINTENANCE IMPROVEMENT DISTRICT

City Council approved the Petition for Formation, adopted Resolution 3550-519 declaring its intention to form the City of Avondale Maintenance Improvement District No. 15, Verde Trails Unit II, providing for the assessment, and Resolution 3551-519 declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency.

k. RESOLUTIONS 3545-519 AND 3546-519 - VISTA DEL VERDE PHASE 2 MAINTENANCE IMPROVEMENT DISTRICT REVISION

City Council approved the Petition for Formation, adopted Resolution 3545-519 declaring its intention to form the City of Avondale Maintenance Improvement District No. 14, Vista Del Verde Phase 2 Revision, providing for the assessment, and Resolution 3546-519 declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency. The Council will take appropriate action.

I. FINAL PLAT OF VERDE TRAILS UNIT I PARCEL 3 (APPLICATION PL-18-0316)

City Council approved a request by Mr. Paul Haas, HILGARTWILSON, LLC, for approval of a Final Plat for Parcel 3 of Verde Trails Unit I. Consistent with the Preliminary Plat approved by City Council, the proposed Final Plat will create 113 single-family lots, 13 common area tracts, and dedicate local streets and easements on 27.3 gross acres located west of the southwest corner of 107th Avenue and Broadway Road. City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for this parcel as a separate agenda item.

m. FINAL PLAT OF VERDE TRAILS UNIT I PARCEL 4 (APPLICATION PL-18-0330)

City Council approved a request by Mr. Paul Haas, HILGARTWILSON, LLC, for approval of a Final Plat for Parcel 4 of Verde Trails Unit I. Consistent with the Preliminary Plat approved by City Council, the proposed Final Plat will create 115 single-family lots, 12 common area tracts, and dedicate local streets and easements on 25.8 gross acres located west of the southwest corner of 107th Avenue and Broadway Road. City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for this parcel as a separate agenda item.

n. FINAL PLAT OF VERDE TRAILS UNIT I PARCEL 7 (APPLICATION PL-19-0037)

City Council will consider a request by Mr. Paul Haas, HILGARTWILSON, LLC, for approval of a Final Plat for Parcel 7 of Verde Trails Unit I. Consistent with the Preliminary Plat approved by City Council, the proposed Final Plat will create 70 single-family lots, 9 common area tracts, and dedicate local streets and easements on 16.1 gross acres located at the southwest corner of 107th Avenue and the planned Wier Avenue alignment. City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for this parcel as a separate agenda item.

o. FINAL PLAT OF VERDE TRAILS UNIT I PARCEL 8 (APPLICATION PL-18-0329)

City Council approved a request by Mr. Paul Haas, HILGARTWILSON, LLC, for approval of a Final Plat for Parcel 8 of Verde Trails Unit I. Consistent with the Preliminary Plat approved by City Council, the proposed Final Plat will create 99 single-family lots, 12 common area tracts, and dedicate local streets and easements on 26.4 gross acres located west of the southwest corner of 107th Avenue and the planned Wier Avenue. City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for this parcel as a separate agenda item.

p. FINAL PLAT OF VERDE TRAILS UNIT I PARCELS 9 AND 10 (APPLICATION PL-18-0318)

City Council approved a request by Mr. Paul Haas, HILGARTWILSON, LLC, for approval of a Final Plat for Parcels 9 and 10 of Verde Trails Unit I. Consistent with the Preliminary Plat approved by City Council, the proposed Final Plat will create 55 single-family lots and 13 common area tracts, including Verde Trails' 4.4-acre central amenity area, and dedicate local streets and easements on 23.6 gross acres located west of the southwest

corner of 107th Avenue and the planned Wier Avenue. City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for these parcels as a separate agenda item.

q. FINAL PLAT OF VERDE TRAILS UNIT I PARCEL 11 (APPLICATION PL-18-0312)

City Council approved a request by Mr. Paul Haas, HILGARTWILSON, LLC, for approval of a Final Plat for Parcel 11 of Verde Trails Unit I. Consistent with the Preliminary Plat approved by City Council, the proposed Final Plat will create 140 single-family lots, 16 common area tracts, and dedicate local streets and easements on 33.7 gross acres located west of the southwest corner of 107th Avenue and the planned Wier Avenue. City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for this parcel as a separate agenda item.

r. FINAL PLAT OF VERDE TRAILS UNIT II (APPLICATION PL-19-0046)

City Council approved a request by Mr. Paul Haas, HILGARTWILSON, LLC, for approval of a Final Plat for Verde Trails Unit II. Consistent with the Preliminary Plat approved by City Council, the proposed Final Plat will create 146 single-family lots, 16 common area tracts, and dedicate adjacent arterial and collector streets, internal local streets and easements on 39.4 gross acres located east of the southeast corner of Avondale Boulevard and Broadway Road. City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for this parcel as a separate agenda item.

5. REGULAR AGENDA

a. RESOLUTION 3552-519 - ADOPTION OF THE FISCAL YEAR 2020 TENTATIVE BUDGET

Lindsey Duncan, Finance and Budget Director; presented on the fiscal year 2020 tentative budget, stating the tentative adoption of the budget is a necessary part of the budget process.

She provided the following highlights:

- The total budget is \$281.3 million, of which \$236.7 million is subject to expenditure limitation, the transfers out are included in that total at \$44.6 million.
- The tentative budget is required by state statute and sets the maximum expenditure limit. The budget can be reduced, but it cannot be increased. The budget may be amended throughout the fiscal year by moving budget authority from one-line item to another, but the overall amount cannot be increased.
- There are \$12 million in changes from the recommended budget to the tentative budget and the following changes were included:
 - Added Traffic Officer.
 - Added Criminal Investigations Detective.
 - Funded the cardiac chest compression system (approximately \$88,000).
 - Added \$10,000 for administrative portion of the Contributions Assistance Program.

- Added \$25,000 towards the Public Arts Fund.
 - Added \$50,000 for social media monitoring.
 - Revised the Police Property and Evidence Facility project budget based on a needs assessment which is an evolving budget as the project is underway with design.
 - Included traffic signal at Thomas and 137th Avenue and reduced a placeholder in the budget for next fiscal year for the land acquisition for the Thomas Road bridge. This will be re-evaluated as the project gets closer.
 - Included land acquisition at Civic Center Complex to move forward on a project.
- Transfers
 - Have programmed the transfer for the dedicated sales tax fund for excise debt that was not included in the recommended budget.
 - Changed the general fund for the one-time capital to cover the land purchase at the Civic Center.
 - The dedicated sales tax to the street construction is now made in fiscal year 2020 rather than fiscal year 2021.
 - The general fund transfer to the transit fund that was inadvertently left out of the recommended budget.
- The last step within the budget process is the tentative budget adoption tonight.
- Will be publishing the public notices for the budget and truth in taxation statements in the local newspaper, on the website and on social media sites on May 16th and May 24th.
- A public hearing will be held on June 3rd for the budget and property taxes.
- Adoption of the property tax levy will occur on June 17th.

Council Member Pineda commended staff on their work and stated it was good to get the budget on its way.

Vice Mayor Dennis commended staff on putting the budget together and thanked Council for supporting the changes that were added as they were needed to support the community.

Mayor Weise stated this had been one of the most thorough budget processes he has been through and expressed appreciation for staff's flexibility. The changes made were to fulfill a need in the community, including the addition of officers as well as the light at 137th Avenue and Thomas which was a promise made to the community.

Council Member Conde moved to adopt Resolution 3552-519 setting forth the fiscal year 2020 tentative budget and establishing the City's annual expenditure limitation; seconded by Vice Mayor Dennis.

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

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye

Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

6. DISCUSSION ITEMS

Council discussed items listed below and gave direction to city staff to research and prepare item for a future meeting.

a. FOLLOW UP ON AUDIT AND FINANCIAL REPORTING

Lindsey Duncan, Finance and Budget Director; provided an update on the plan to resolve material weaknesses and internal control deficiencies observed during the fiscal year 2018 annual external financial audit.

Ms. Duncan stated she had a follow-up to this item from February. The audit identified opportunities for improvement, which included material weaknesses and deficiencies. Internal controls are rules, systems, and procedures to ensure financial integrity, and support accountability to prevent fraud. Deficiencies are internal controls that may not prevent or detect error. There are several types of deficiencies that are noted within the letters to management, including significant and material weaknesses. Ms. Duncan listed the deficiencies discovered by audit as:

- Inventory not fully understood and carried out by department partners.
- Inconsistent application of policy on procurement cards.
- The capital asset, capitalization policy was not sufficient and not fully adopted.
- Information technology user rights had some weaknesses.
- Development impact fees were not properly recorded per each fund as required.

Ms. Duncan described material weaknesses:

- Long-term storage credits on inventory that had not been previously recorded.
- Bank reconciliations that were not effectively kept up to date.
- Several material audit adjustments.

On the evaluation side, Ms. Duncan stated that she reviewed department structure and aligned resources to workload. The fit and leadership for daily operations was also reviewed as well as the availability of time, staffing, and technology resources. She also considered training of staff within the department, as well as training for department partners. She reviewed policies and procedures, and communications within and outside the department.

Ms. Duncan explained the reorganization of the department, explaining the previous format of the department. The improved plan includes the following changes:

- Removed the procurement division from the budget division and created a procurement manager from an existing position.
- Removed the tax audit and business licensing division from the revenue services division and renamed it the revenue division. The division is now responsible for

treasury functions, investment management, business licensing, and tax auditing. One position was upgraded to a manager within the division to provide daily leadership and decision making.

- Removed payroll and accounts payable from the senior accountants within the accounting division. Staff were doing a great job but were overloaded. An accounts payable supervisor position was created from another position which is currently posted for recruitment.

Ms. Duncan believes this structure will allow staff to focus on core business while providing the daily leadership and strategic direction the department needs.

Opportunities for improvement includes the following:

- Additional training with departments was provided regarding inventory.
- Utilize a position to work with the Information Technology department to implement technology to make services more efficient and effective.
- Updating the Capital Asset and Capitalization Policy, which will come before Council within the next year.
- Updating information technology user rights to ensure that the proper roles and workflow is set up.
- More training on the development impact fees to better document policy and procedures.
- To address the long-term storage credits on inventory, meetings are now being held with each department to address their financial needs and share information.
- Staff within the department now review the Council agenda items.
- Bank reconciliations were addressed through the reorganization of the department and better training.
- Material audit adjustments were address through the reorganization of the department, allowing staff to slow down and have time for more training.

Vice Mayor Dennis stated that she appreciated all the effort by Ms. Duncan. She asked if a major difference will be seen at the next audit. Ms. Duncan stated that she expects to see significant changes. It is possible to incur some of the findings again since the cycle was already three-quarters complete for this fiscal year. Staff is working to ensure as many of the issues are corrected before the next audit.

Vice Mayor Dennis expressed her appreciation for Ms. Duncan for bringing the item to their attention and her the effort that has been made to rectify the deficiencies.

Mayor Weise stated that he appreciated the honesty through the process. It showed Council's willingness to improve the organization. In response to a question from Mayor Weise, Ms. Duncan explained she learned through recognizing that there are a lot of really hard-working City staff, who have been very busy doing, but did not have an opportunity to invent in the time to improve processes.

Mayor Weise called for a motion to adjourn into Executive Session.

7. EXECUTIVE SESSION

City Council held an executive session pursuant to (i) Ariz. Rev. Stat §38-431.03 (A)(3) for discussion or consultation for legal advice with the City Attorney; (ii) Ariz. Rev. Stat §34-431.01 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding the City's position regarding a Community Facility District; and (iii) Ariz. Rev. Stat §34-431.01 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding the City's position regarding pending litigation.

8. ADJOURNMENT

There being no further business before the Council, Council Member Malone moved to adjourn the meeting into Executive Session; Vice Mayor Dennis seconded the motion.

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

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

Meeting adjourned at 7:50 p.m.

Mayor Kenn Weise

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session and Regular Meeting of the Council of the City of Avondale held on the 6th day of May 2019. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo, CMC
City Clerk

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
May 20, 2019

A **Work Session** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 6:00 p.m.

Members Present: Mayor Kenn Weise; Vice Mayor Pat Dennis; Council Members Tina Conde, Veronica Malone, Curtis Nielson, and Mike Pineda.

Members Absent: Council Member Bryan Kilgore (excused absence).

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Cindy Blackmore, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Craig Jennings, Judge; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Police Chief ; Cherlene Penilla, Human Resources Director; Larry Rooney, Acting Fire Chief; Tracy Stevens, Development & Engineering Services Director; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Community Relations and Public Affairs Director.

Audience: Approximately three members of the public were present.

1 ROLL CALL BY THE CITY CLERK

2. POLICE BUILDING EXPANSION AND PROPERTY AND EVIDENCE ROOM CONCEPTUAL PLAN DESIGN

Dale Nannenga, Police Chief, presented the schematic design for the expansion of the Police Department building and property and evidence storage.

Chief Nannenga provided the following presentation:

- In March of 2019, the design contract was awarded to Architeckton whom staff have been working with them over the past several months.
- The expansion of the facility will include space for the community services division, professional standards bureau, offices spaces, cubicle spaces, and a 12,000 square foot property and evidence room with a mezzanine.
- Once the property room is moved from its current location, the space will be renovated for other police uses.
- Additional parking spaces and an outdoor space for loading and storage has been included in the expansion and redesign.
- A photo was provided to present the current and conceptual site plans. The photos included the property room, main station, and City Court building.
- The property room will be built within the current dirt lot between the City Court and Police Department buildings.

- The ingress and egress from the property room will be off the main parking lot, as well as a storage area between the City Court and the Police Department buildings.
- The images presented are conceptual drawings and not a final site plan of the building.
- The first level floor plan included the following:
 - Slight expansion of the records room to provide for future growth.
 - One-third of the current briefing room will be set aside for records storage.
 - A designated training area in the main station that will be designed for the MILO training system (use of force simulation training and taser training).
 - Community services division will be expanded.
 - Professional standards bureau moved from the second floor to the first floor to give more office space and access to the training room.
 - The briefing room will be moved into the current property and evidence room.
 - A classroom for 30 people will be installed for briefings and classroom setting trainings. Currently, to conduct trainings of this size, staff is required to go to City Hall or the MOSC building.
 - Above the briefing room area, there will be two conference rooms as well a quiet room for officers.
 - The armory is currently about 100 square feet, which will be expanded and updated with air conditioning.
- The mezzanine floor plan included the following:
 - The property and evidence room will be a two-story volume area and will be open to the ceiling for best storage capabilities and expansion.
 - The room will include an opened two-story room to include storage up to the ceiling (like Home Depot or Lowes).
 - The room allows for an upward expansion method rather than two separate floors for cost savings.
- Lobby will be included for a secure room to release property to the public without having to do face-to-face. This type of secure room allows staff to release weapons through a safer manner.
- The existing second floor will be the same layout, which will house detective office space.
- The property and evidence room will have a dumbwaiter to allow property to be transported without carrying the items up the stairs.
- The bottom floor will be structurally designed to hold a second floor for future growth.

Vice Mayor Dennis inquired on how the space could be expanded in the future. Chief Nannenga explained the future expansion has not been determined. Vice Mayor Dennis requested staff address that plan to ensure expansion without major reconstruction. Council Member Nielson echoed Vice Mayor Dennis, stating the expansion should be structurally built to ensure reinforcements are not needed in the future. Chief Nannenga explained that the new building will be built to be structurally sound to allow for the future growth.

Chief Nannenga presented the following next steps to the project:

- Construction Manager at Risk contract to be awarded on June 3, 2019.
- Completion of design is estimated to be completed in December.
- Construction to begin in January.

- Project completion in the fall of 2020.

Mayor Weise asked if air walls would be added to the briefing room to allow for the space to be divided. Chief Nannenga stated that specific concept was not discussed. The initial concept included an auditorium style floor plan.

Mayor Weise asked if the ceiling will be a size to allow for standardized racking. Chief Nannenga explained the floor plan came from recommendations from several experts who were brought to the facility by the architects.

Mayor Weise asked if technology will be updated through the project. Chief Nannenga explained upgrading technology is included within the project, to include items such as projectors for the meeting rooms.

Vice Mayor Dennis suggested technology be included within the property and evidence room, so staff can scan items and have a digital inventory of the room. Vice Mayor Dennis asked if this would be a design build when bidding out. Richard Carr, Project Manager with Abacus, stated the project is being proposed as a Construction Manager at Risk method which protects the City from cost overruns and budget issues.

Mr. Carr stated that one of the advantages of the Construction Manager at Risk method is that it encourages engagement of the builders in the early stages to create a smoother transition.

Mayor Weise thanked Chief Nannenga and Mr. Carr for the presentation.

3. RESOURCE CENTER SCHEMATIC DESIGN PRESENTATION

Christopher Lopez, Neighborhood and Family Services Department Director, presented the schematic design for the new Resource Center.

Mr. Lopez provided the following presentation:

- Purpose of the presentation is to share preliminary design concepts and next steps.
- Architeckton selected as the designers of the project and was brought onboard in March of 2019.
- Project team begin working with Architeckton in early April to create a long-term vision for the project.
- A project narrative was provided to include a site history, site programing and values.
- Staff and partners participated in a visioning session to develop the desired values, qualities, and success of the project.
 - Empathy, efficiency, and family were some of the highlights within the “values” category.
 - Natural light and indoor/outdoor space were some of the highlights within the “qualities” category.
 - To be embraced by the community, to be well utilized, to meet the community needs, to exceed expectations, and to improve quality of life were some of the highlights within the “success” category.

- The visioning process refined five thematic areas:
 - Empathy
 - Integrity
 - Family
 - Synergy
 - Adaptability
- Architeckton has done an amazing job of encapsulating the following vision statement: “A hub for human services where community members are welcome to a safe haven that provides a sense of belonging and empowers community members to improve their quality of life. It is a beacon of hope that anchors a sense of community in the southwest valley.”
- The vision statement was inspired by staff and stakeholders’ comments.
- The next step was the design workshops to allow staff and stakeholders to design the physical spaces of the building.
- Key features to capture within the 25-thousand square foot building:
 - Welcoming, exciting, and inviting entry that is a prominent piece of architecture that facilitates intuitive use of spaces.
 - Large flexible program spaces.
 - Safety, security, and privacy of the staff and community members.
 - Capture the views of the Estrella Mountains.
 - Utilization of outdoor space while ensuring adequate shelter and shade.
 - Zoom Bus connectivity to include safe traffic flow.
- Site planning features:
 - Large monument sign.
 - Ample parking for large events.
 - Secured parking for buses that are stored on-site as well as employee parking.
 - Prominent porch entry.
 - Senior center to have easy access to the front porch without walking a great distance.
 - Resource center in a separate area to allow for privacy.
 - Large community rooms close to the senior center with air walls to close off spaces as needed.
 - City program staff area.
 - Back patio to give shaded outside area for the senior center with the south view of the Estrella Mountains.
 - Garden and walking path will also be included in the backyard area.
- The design shows an amazing view of the Estrella Mountains from the senior dining area and the lobby which also allows for natural lighting for staff offices.
- Next Steps:
 - Award a Construction Manager at Risk contract on June 3, 2019.
 - Complete design by December of 2019.
 - Begin construction in January of 2020.
 - Project completion by fall of 2020.

Mayor Weise inquired on the access to the backyard area from the senior center. Mr. Lopez explained they intend on working with the architects to include an exit from the dining area into the backyard area, to allow for easy access for the seniors. Mayor Weise

suggested a permanent grilling area outside to allow vendors with an opportunity to cook outside and a designated garden space that provides more of a statement. He stated he loved the walking path concept and inquired on the secured parking concept. Mr. Lopez explained the secured parking area will be a wall that comes off the building to secure the city vehicles.

Council Member Malone asked if the van would be able to drop-off seniors within the secure area. Mr. Lopez acknowledged Council Member Malone's suggested and stated that is something they could explore. He mentioned that there is a drop off area in front of the building to allow the vehicle to pull up next to the senior center. He mentioned that barriers could possibly be added within the parking lot to indicate the flow of pedestrian traffic. Council Member Malone stated that she liked the design and the open space for outside cooking. She suggested a garage-style door within the dining area. Mr. Lopez mentioned that staff talked about the possibility of garage-style doors, as well as a community room that had sliding glass doors to open the conference room to the outside.

Council Member Pineda stated that if the budget allowed, the sliding doors would be a great concept while also including indoor and outdoor seating for the seniors. He asked if the outdoor area to the south would be gated for the safety of the children and seniors on the property. Mr. Lopez stated there had not been a discussion of that yet, but it would be nice to have some sort of wall, even if it were low. Council Member Pineda asked about the possibility of having the building be two stories as well as expanding the building for growth in the future. Mr. Lopez stated that the budget for the project is around \$11.7 million to create a one-story building with a visible presence to bring in natural light. He explained that the resource center has an intimacy to the space, ensuring visitors feel safe. He mentioned working with the architect to allow for an opportunity to add additional wings to the south, which might require adjustment of the outdoor space. He believes the building will serve the community for today and the future. The building doubles the space for partners, adds an office for an anticipated assistant director, adds five additional cubicle spaces, doubles the size of the kitchen, and expands the senior center programming area.

In response to a question by Council Member Pineda, Mr. Lopez clarified the gated receiving area on the east side of the building, allowing for unloading and loading of the food delivery vehicles.

Council Member Malone inquired on the amount of city vehicles. Mr. Lopez explained seven meal delivery vehicles would use the area as a secure place for the meal deliver vehicles. Council Member Malone suggested the area include a larger loading area to allow for multiple vehicles in the area at one time.

Mayor Weise inquired on the logistics of the staging area of three meal delivery vehicles. Mr. Lopez stated that this is a preliminary design and the details of that subject had not been addressed. He acknowledged their feedback and stated he values the input on the loading area.

Council Member Pineda echoed Council Member Malone's safety concerns with respect to a semi-truck backing into the area. Mayor Weise commented that 10th street could be a staging area and suspected that only one or two deliveries of large trucks occurs per week, to which Mr. Lopez concurred.

Council Member Malone suggested the vehicle deliver staging area be moved to the area near the secure parking lot. She expressed concern with the flow of the current configuration.

Vice Mayor Dennis did not think the access for loading was appropriate in the current design as it would cause congestion. She also provided the following suggestions:

- Create a loading dock off 10th Street.
- Garbage pick-up located at the back of the facility.
- Second facility within the plan, rather than a multi-story building to better plan for growth in the southern part of the community (an additional recreation/senior center).
- Sign placement on Dysart and Riley for accurate direct visitors to the resource center.
- Kiosk for a food vendor in the open area.

Mr. Lopez stated that it was in the preliminary design to include a snack bar, relatively close to the senior center, since they would probably access it most frequently. This concept could provide an opportunity to the seniors to sell items to the general public for fundraising. He added that it was anticipated to place a welcome desk at the front of the main area and a quieter computer area towards the back of the area.

Vice Mayor Dennis stated that quiet space and community spaces might be a bit difficult to create all together in one big area. She added that the resource center has a section for classes for parents and wondered how the outdoor space in that current facility would be served by the new design. Mr. Lopez said that the plan called for an outdoor play space near the parenting program areas. A revised design will be brought back to Council with more detail on the flow of these areas.

Vice Mayor Dennis requested that staff be mindful of the resource fairs as the events are normally held in the parking lot.

Council Member Nielson suggested a curved road be included to allow for deliveries to the senior center. He also noted that the outside patio area is located on the south side of the building which will be in the direct sun day. Mr. Lopez explained they intend on having the area covered. Additionally, the area to the west would provide additional blockage from the sun as the sun moves west.

Council Member Nielson expressed interest in ensuring parking is adequate for events and liked the idea of the conference rooms having partitions to allow for multiple meetings at one time. He stated that everything should be done to make the center an icon for the

community, as quoted within the report, including the utilization of solar panels. Lastly, he thanked all those involved in the project.

Council Member Conde stated she liked the idea of the garden, a space to barbeque, and the walking path. She requested staff ensure adequate parking due to the increase in staff and non-profits. She also requested staff consider a similar plan to the Police Department building expansion with respect to a second floor.

Mayor Weise reiterated the following positive points:

- Walking path
- Backyard concept
- Garden and back patio concept (possibly add misting system to address heat)
- Front of the building and glass elements

Mayor Weise felt there was a loss of functional space due to the creative design. He suggested having the loading dock be placed on 10th Street and suggested the senior center and the city program staff areas be turned around, despite the impact on the views. Mayor Weise stated that city program staff area could be revised. He also mentioned the senior area should have direct access to the views, the green area, and be away from the truck traffic. He is not opposed to a second story, but he understands the budget issue with respect to that challenge. He said that if the building were turned 20 degrees to the right, that might create easement issues on 10th Street to achieve a more efficient plan overall. Mayor Weise expressed concern with the noise and congestion of the vending area.

Mayor Weise asked Council if they were comfortable delaying the project until the plan is acceptable, and no objection was made.

Council Member Malone suggested the middle portion of the plan be an atrium to separate the buildings while also giving continuity with glass walls. This would give an area for a quiet reading space to shut out the noise from other activities. She added that a half-wall with glass at the top would provide a good sound barrier between the two buildings.

Mayor Weise asked the architects if they had any issues with the feedback. Ms. Montes stated that staff and architects were very interested in incorporating feedback from Council and the next iteration will be brought back at a later date.

Vice Mayor Dennis questioned the need of the secured parking area and requested the seniors be back in the secured parking area, rather than in the front.

Council Member Nielson stated that making sure seniors do not have to walk a long way to get to the center area.

Mayor Weise read a statement by Charles Montoya, City Manager, "Please let them know that part of our huge responsibility is to watch out for the kids, seniors and families, and part of our goal is to make sure it's not only safe but efficient for service delivery."

Mayor Weise said that staff wants to provide the community with what it needs and wants.

Mr. Lopez thanked City Council on their input and would be working to incorporate the suggestions into the design.

Council Member Malone requested staff take into consideration the reinforcement design to add a second story for future growth.

Mayor Weise requested that staff present two different plans, one including a second story, with the costs included.

4 ADJOURNMENT

There being no further business before the Council, Council Member Pineda moved to adjourn the meeting; Council Member Nielson seconded the motion.

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

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

Meeting adjourned at 7:07 p.m.

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 7:20 p.m.

Mayor Kenn Weise led the Pledge of Allegiance followed by a moment of silent reflection.

Members Present: Mayor Kenn Weise; Vice Mayor Pat Dennis; Council Members Tina Conde, Veronica Malone, Curtis Nielson, and Mike Pineda.

Members Absent: Council Member Bryan Kilgore (excused absence).

Other Municipal Officials Present: Gina Montes, Assistant City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Cindy Blackmore, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Lindsey Duncan, Finance and Budget Director; Craig Jennings, Judge; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Police Chief; Cherlene Penilla, Human Resources Director; Larry Rooney, Acting Fire Chief; Tracy Stevens, Development & Engineering Services Director; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Community Relations and Public Affairs Director.

Audience: Approximately five members of the public were present.

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

Sylvia Winter addressed the Council regarding converting her home into a business for the Aloha Day Spa which would be a Polynesian style day spa. Ms. Winter stated she had spoken a small amount to city staff as well as people within the neighborhood. Mayor Weise asked Ms. Montes to follow-up with Ms. Winter.

3 CONSENT AGENDA

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

Mayor Weise thanked staff for addressing the shopping cart retrieval issue that is listed on the agenda as agenda item 3d and for providing a possible solution.

Mayor Weise asked if any Council Member wished to have an item removed from the Consent Agenda. Vice Mayor Dennis requested agenda item 3d be pulled for further discussion. Motion was made by Vice Mayor Dennis, seconded by Council Member Malone, to approve the Consent Agenda with the exception of agenda item 3d. Contract Award with Arizona Cart Services for Shopping Cart Retrieval Services.

Upon vote, the motion carried unanimously 6 to 0.

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

a. SERIES 12 (RESTAURANT) LIQUOR LICENSE PORTILLO'S HOT DOGS

City Council approved an application for a Series 12 (Restaurant) License submitted by Gregory John Stenberg to sell all spirituous liquors at Portillo's Hot Dogs located at 10331 West McDowell Road in Avondale and authorized the Mayor and City Clerk to execute the necessary documents.

b. REAPPOINTMENT OF JUDGES PRO TEMPORE

City Council reappointed the existing judges pro tempore to two-year terms expiring on June 1, 2021 and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

c. SECOND AMENDMENT TO SMALL CELL WIRELESS FACILITY TERMS AND CONDITIONS

City Council adopted a Second Amendment to the Small Cell Wireless Facility Terms and Conditions and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

d. CONTRACT AWARD WITH ARIZONA CART SERVICES FOR SHOPPING CART RETRIEVAL SERVICES

Vice Mayor Dennis said she appreciated considering this contract but noted additional opportunities to keep the carts at their respective sites. Vice Mayor Dennis provided the following suggestions to be included in future developments within the city:

- Carts with installed devices that prevent carts from being removed from their parking lots.
- Carts that required a quarter to be deposited and refunded to the customer when they return the cart.

Motion was made by Vice Mayor Dennis, seconded by Council Member Malone, to approve awarded a contract to Arizona Cart Services to provide retrieval services of stray shopping carts within the city limits, in the amount of \$12,000 with the option for up to four successive renewals for an aggregate amount not to exceed \$60,000, and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

Upon vote, the motion carried unanimously 6 to 0.

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

e. TERMINATION OF INTERGOVERNMENTAL AGREEMENTS BETWEEN THE CITY OF AVONDALE AND MARICOPA COUNTY

City Council terminated four previous Intergovernmental Agreements between the City of Avondale and Maricopa County and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

f. RESOLUTION 3554519 APPROVING 2019-2020 HUD ANNUAL ACTION PLAN

City Council adopted Resolution 3554-519 approving the 2019-2020 Annual Action Plan portion of the 2015-2019 Consolidated Plan and authorized the Mayor or City Manager and City Clerk to take the steps necessary to submit the necessary documents for receipt of Federal Community Development Block Grant (CDBG) funds.

g. ORDINANCE 1693-519 AMENDING CITY CODE, CHAPTER 2 (ADMINISTRATION) AND RESOLUTION 3553-519 AMENDING THE COUNCIL RULES OF PROCEDURE, SECTION 4.1 PERTAINING TO CITY COUNCIL MEETING TIMES

City Council (a) adopted Ordinance 1693-519, amending City Code Chapter 2 (Administration), Article I (In General), repealing Section 22 in its entirety pertaining to City Council meeting times and renumbering it as Section 22 Reserved; and (b) adopted Resolution 3553-519 amending the Council Rules of Procedure 4.1, Regular Meetings and authorized the Mayor, or City Manager and the City Clerk to execute the appropriate documents.

h. ORDINANCE 1687-519 ACQUISITION OF REAL PROPERTY FOR THE 107TH AVENUE AND MCDOWELL ROAD PROJECT

City Council adopted Ordinance 1687-519 authorizing the dedication, purchase, or condemnation of real property for the 107th Avenue and McDowell Road Project and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

i. ORDINANCE 1694-519 ACQUISITION OF REAL PROPERTY FROM MARICOPA COUNTY AT THE AVONDALE CIVIC CENTER CAMPUS

City Council adopted Ordinance 1694-519 authorizing the acquisition of real property for public use from Maricopa County located at the Avondale Civic Center campus adjacent to the Civic Center library and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

j. REPLAT OF LOT 11, AVONDALE AUTOMALL PHASE 2 (APPLICATION PL190039)

City Council approved a request by Ms. Waldy Coronado, Westwood Professional Services, for approval of a Replat of Lot 11, Avondale Automall Phase 2. The proposed Replat will divide the 16.9acre Lot 11 into three parcels and dedicate access and utility easements on the property located east of the southeast corner of 107th Avenue and Dealer Drive.

Note: Agenda items 4a and 4b were presented together.

4 REGULAR AGENDA

a. ALAMAR PHASE 2 PRELIMINARY PLAT (APPLICATION PL180322)

Rick Williams, Senior Planner, presented two requests by Mr. Frank Koo, Wood Patel & Associates:

- Approval of a Preliminary Plat for Alamar Phase 2, subdividing 122.4 acres of land into 346 single-family residential lots located on the southwest corner of Avondale Boulevard and the Alamar Parkway alignment, El Mirage Road.
- Approval of the Alamar Phase 3 Preliminary Plat, subdividing 99.4 acres of land into 317 single-family residential lots, located north of Sunland Avenue and east of the Alamar Parkway alignment, El Mirage Road.

Mr. Williams provided the following presentation:

- Approval of Alamar Phase 2 Preliminary PLAT (Application PL180322).
 - Subdivides 122.4 acres of land into 346 single-family residential lots.
 - Proposes three different lot sizes (45x115, 50x120, and 60x120) to provide lot size range of 5,200 square feet up to 7,200 square feet.
 - Three parks associated with Phase 2.
- Alamar Phase 3 Preliminary PLAT (Application PL 180323).
 - Subdivides 99.4 acres of land into 317 single-family residential lots.
 - Proposes four different lot sizes (45x115, 50x120, 60x120, and 70x120) to increase the average size range from 5,200 square feet to 8,400 square feet.
- Over 1,124 acres for the entire Alamar project.
- Both developments conform to the General Plan 2030 and are in direct conformance with the approved Alamar PAD.
- Conditions of approval are reasonable to ensure conformance with the provisions as outlined by the Alamar pre-annexation development agreement, as well as the zoning ordinance and other city codes, and policies.
- Planning Commission recommended approval on April 18, 2019.

Council was provided a memorandum that revised the third stipulation for approval for both Phase 2 and Phase 3. The two main documents that govern the development are the pre-annexation development agreement and the approved planned area development. The applicant thought it was important to recognize and reference those agreements with that. It is staff's recommendation to approve agenda items both a. and b. applications PL18-0322 and PL18-0323, subject to the five conditions of approval as discussed.

Mayor Weise expressed his appreciation to the Planning Commission for identifying the issues of formative parks and light intrusion from cars. He also expressed his appreciation to the applicant for working with staff to address the issues.

Vice Mayor Dennis inquired on the design with the outparcel being included within phase 3. Brad Shelton with Brookfield Residential explained the owner of the outparcel has been contacted but is not interested in selling the property. He noted adjacent landscape buffers and future access points have been included within the plan. The property size is approximately 20 acres and includes a 100-foot-buffer for APS lines on the northern boundary line with adjacent walking trails. He added that there is a landscape buffer on the eastern boundary of the property and a local street on the southern boundary that had been realigned so there would be room for a landscape buffer like others in the community.

Motion was made by Council Member Pineda to approve a request by Mr. Frank Koo, Wood Patel & Associates, for approval of a Preliminary Plat for Alamar Phase 2, subdividing 122.4 acres of land into 346 single-family residential lots located on the southwest corner of Avondale Boulevard and the Alamar Parkway alignment, El Mirage Road, subject to five (5) conditions of approval, Council Member Malone seconded the motion.

Upon vote, the motion carried unanimously 6 to 0.

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

b. ALAMAR PHASE 3 PRELIMINARY PLAT (APPLICATION PL180323)

Motion was made by Council Member Nielson to approve a request by Mr. Frank Koo, Wood Patel & Associates, for approval of the Alamar Phase 3 Preliminary Plat, subdividing 99.4 acres of land into 317 single-family residential lots, located north of Sunland Avenue and east of the Alamar Parkway alignment, El Mirage Road, subject to five (5) conditions of approval, Vice Mayor Dennis seconded the motion.

Upon vote, the motion carried unanimously 6 to 0.

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

c. CERRO VISTA CONTINUANCE OF A GENERAL PLAN AMENDMENT REQUEST (APPLICATION PL18-0079)

City Council considered a request for a continuance by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., application PL-18-0079 Cerro Vista. The application is a request to amend the General Plan 2030 Land Use Map for 11.4 acres of land from Urban Residential (UR) to High Density Residential (HDR) on property located east of the northeast corner of Fairway Drive and Van Buren Street.

Mayor Weise stated that he was in favor of the continuance on this matter and on 4.d., but that with the economy in such good shape, he would expect to see movement on these issues soon. Vice Mayor Dennis echoed Mayor Weise's statement.

Motion was made by Vice Mayor Dennis to approve a continuance request by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., for application PL-18-0079 Cerro Vista; Council Member Pineda seconded the motion.

Upon vote, the motion carried unanimously 6 to 0.

Council Member Conde	Aye
Council Member Malone	Aye

Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

d. CERRO VISTA CONTINUANCE OF A REZONING REQUEST (APPLICATION PL18-0080)

City Council considered a continuance by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., application PL-18-0080 Cerro Vista. The application is a request to rezone approximately 11.4 acres of land from Agriculture (AG) and Community Commercial (C2) to Planned Area Development (PAD) for a high-density urban living multifamily residential development.

Motion was made by Council Member Malone to approve a continuance request by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., for application PL-18-0080 Cerro Vista; Council Member Conde seconded the motion.

Upon vote, the motion carried unanimously 6 to 0.

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

5 ADJOURNMENT

There being no further business before the Council, Council Member Malone moved to adjourn the meeting; Council Member Nielson seconded the motion.

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

Council Member Conde	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

Meeting adjourned at 7:38 p.m.

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session and Regular Meeting of the Council of the City of Avondale held on the 20th day of May 2019. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo, CMC
City Clerk

CITY COUNCIL REPORT

SUBJECT: Wireless Provider Master License Application for AT&T Mobility LLC

MEETING DATE: 8/26/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Director, (623) 333-4012

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider approval of a Wireless Provider Master License Application for AT&T Mobility. The Council will take the appropriate action.

BACKGROUND:

On January 2, 2018, in response to legislation (HB 2365), Avondale City Council adopted the City of Avondale Small Cell Wireless Terms and Conditions document, in addition to other documents and the overall process related to permitting the installation of third party small wireless facilities within the City right-of-way. Minor amendments to the Small Wireless Facility Terms and Conditions were approved by Council on August 13, 2018 and May 20, 2019.

As outlined in the Terms and Conditions, a wireless provider must apply for a Master License prior to submission of any plans to install small wireless facilities within the City right of way.

DISCUSSION:

AT&T Mobility LLC has submitted an application for a Wireless Provider Master License, along with a Letter of Credit from MUFG Bank in the amount of \$180,000. These documents have been submitted in accordance with the Small Wireless Facility Terms and Conditions.

Once a Master License is issued, AT&T Mobility LLC will have the ability to apply for future permits to install small wireless facilities within the City right of way.

Initiatives

- Foster Sustainable Community Development
- Encourage & Support Creative Innovation in Development & Service Delivery

Goals

- Encourage Development of Business in Healthcare, Technology, and Advanced Manufacturing
- Encourage a Flexible Environment Responsive to Market Trends

Objective

- Allow for the use of Small Cell Wireless facilities in the City ROW, enabling wireless providers to provide more complete coverage and prepare for the arrival of the 5G network technology in our City. This would attract businesses wishing to make use of that technology.

BUDGET IMPACT:

The issuance of the Master License to AT&T Mobility LLC has no budgetary impact to the City.

RECOMMENDATION:

Staff recommends approval of the Wireless Provider Master License for AT&T Mobility LLC

City of Avondale
WIRELESS PROVIDER MASTER LICENSE APPLICATION

Wireless Provider Name: <u>AT&T Mobility</u>	Date: <u>6/5/19</u>
Wireless Provider Address: <u>1355 W. University Dr</u>	
<u>Mesa, AZ 85201</u>	

Contact/Representative Name & Title: <u>Shah Khalid - Area Manager C&E</u>
Contact/Representative Address (if different from above):
Contact/Representative Email: <u>SK1439@att.com</u>
Contact/Representative Phone Number: <u>480-366-8239</u>

This Application must be accompanied by a Letter of Credit, based on the estimated number of permits to be sought over the next calendar year. Please Check One:

Estimated Number of Permits	Letter of Credit Amount
☐ 1 to 10	\$30,000
☐ 11 to 20	\$60,000
☒ 21 to 35	\$105,000
☐ 36 to 60	\$180,000
☐ 61 to 100	\$300,000
☐ 101 to 150	\$450,000
☐ 151 to 225	\$675,000
☐ 226 to 350	\$1,050,000
☐ 351 to 500	\$1,500,000
☐ 501 to 750	\$2,250,000
☐ 751 to 1000	\$3,000,000
☐ > 1000	\$3,000,000 plus cost for add'l permits As calculated above

* Prior to the issuance of any permit to Install a Small Wireless Facility under the Master License, the Licensee must submit proof of insurance in accordance with Section 11 of the City of Avondale Small Cell Wireless Terms and Conditions.



MUFG Bank, Ltd.

New York Branch
1251 Avenue of the Americas
New York, NY 10020
Tel: 201-413-8044
Fax: 201-521-2312
SWIFT: BOTKUS33XXX

Standby Letter of Credit No.: S405686N

ISSUE DATE: AUGUST 2, 2019

BENEFICIARY:

CITY OF AVONDALE
ATTENTION: CHARLES MONTOYA, CITY MANAGER
11465 WEST CIVIC CENTER DRIVE
AVONDALE, ARIZONA 85323
PHONE: 623-333-1000

APPLICANT:

AT&T MOBILITY LLC ON BEHALF OF
NEW CINGULAR WIRELESS PCS, LLC.
5565 GLENRIDGE CONNECTOR
ATLANTA, GA 30342

WE, MUFG BANK, LTD., NEW YORK BRANCH ('BANK') HEREBY ESTABLISHES THIS IRREVOCABLE STANDBY LETTER OF CREDIT NO. S405686N, IN THE TOTAL AMOUNT OF USD \$180,000.00 (UNITED STATES DOLLARS ONE HUNDRED EIGHTY THOUSAND AND 00/100) AT THE REQUEST AND FOR THE ACCOUNT OF AT&T MOBILITY LLC ON BEHALF OF NEW CINGULAR WIRELESS PCS, LLC. 5565 GLENRIDGE CONNECTOR ATLANTA, GA 30342 (THE 'ACCOUNT PARTY'), IN YOUR FAVOR, AS BENEFICIARY UNDER THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT IS EFFECTIVE IMMEDIATELY AND EXPIRES ON AUGUST 1, 2020 (THE 'EXPIRATION DATE').

WE HEREBY IRREVOCABLY AUTHORIZE YOU TO DRAW ON US UPON PRESENTATION OF A SIGHT DRAFT DRAWN ON US REFERENCING THIS LETTER OF CREDIT NUMBER, ALONG WITH A DATED CERTIFICATE SIGNED BY A PURPORTED OFFICER OF THE BENEFICIARY ON ITS LETTERHEAD READING EXACTLY AS SET FORTH BELOW:

'CERTIFICATION BY THE CITY ENGINEER THAT ACCOUNT PARTY, ITS EMPLOYEES, CONTRACTORS AND/OR AGENTS HAVE NOT COMPLIED WITH ITS OBLIGATIONS UNDER THE WIRELESS FACILITIES IN THE RIGHT-OF-WAY STANDARD TERMS AND CONDITIONS, THE TERMS OF A WIRELESS PROVIDER MASTER LICENSE FOR USE OF RIGHT-OF-WAY BETWEEN BENEFICIARY AND ACCOUNT PARTY, AND/OR ANY PERMIT ISSUED PURSUANT TO THE MASTER LICENSE.'

THIS LETTER OF CREDIT EXPIRES ON THE EXPIRATION DATE UNLESS EARLIER CANCELLED BY BENEFICIARY. CANCELLATION OF THIS LETTER OF CREDIT SHALL REQUIRE WRITTEN NOTICE SENT BY BENEFICIARY TO THE BANK BY RECEIPTED MAIL OR COURIER CONSENTING TO THE CANCELLATION OF THE LETTER OF CREDIT ALONG WITH THE RETURN OF THE LETTER OF CREDIT AND ALL



AMENDMENTS, IF ANY. ANY NOTICE TO US WILL BE DEEMED EFFECTIVE ONLY UPON ACTUAL RECEIPT BY US AT OUR DESIGNATED OFFICE.

WE HEREBY ENGAGE WITH YOU THAT A DRAFT DRAWN AND PRESENTED IN CONFORMITY WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED UPON PRESENTATION TO US AT OUR OFFICES AT MUFG BANK, LTD, NEW YORK BRANCH, 1251 AVENUE OF THE AMERICAS, NEW YORK, NY 10020, ATTN. TRADE SERVICE OPERATIONS/ STANDBY LC SECTION ON OR BEFORE THE CLOSE OF BUSINESS DAY ON THE EXPIRATION DATE. FUNDS DRAWN UNDER THIS LETTER OF CREDIT SHALL BE PAID IN THE FORM OF A FEDWIRE PAYMENT TO THE BANK DESIGNATED BY YOU INDICATING YOUR ACCOUNT NUMBER.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRATION DATE OR ANY FUTURE EXPIRATION DATE UNLESS AT LEAST 60 DAYS PRIOR TO THE EXPIRATION DATE THE BANK NOTIFIES THE CITY OF AVONDALE AT THE ADDRESS LISTED ABOVE, BY REGISTERED MAIL, RETURN RECEIPT REQUESTED, OR COURIER MAIL SERVICE THAT THE BANK ELECTS NOT EXTEND THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD. IN ANY EVENT, THE FINAL EXPIRATION DATE OF THIS LETTER OF CREDIT IS DECEMBER 01, 2024, AND WILL NOT BE AUTOMATICALLY EXTENDED FOR ANY ADDITIONAL PERIOD AFTER THIS DATE.

THIS LETTER OF CREDIT IS TRANSFERABLE AND MAY BE TRANSFERRED MORE THAN ONCE, BUT IN EACH CASE ONLY IN THE AMOUNT OF THE FULL UNUTILIZED BALANCE HEREOF TO A SINGLE TRANSFEREE. TRANSFERS MAY BE EFFECTED WITHOUT CHARGE TO THE TRANSFEROR OR TRANSFEREE. ANY TRANSFER REQUEST MUST BE PRESENTED TO THE BANK AT OUR PRESENTATION ADDRESS BY (I) PRESENTATION TO US OF AN ORIGINAL TRANSFER CERTIFICATE DULY EXECUTED BY THE BENEFICIARY HEREOF IN THE FORM ATTACHED HERETO AS EXHIBIT "A" WHICH INSTRUMENT OF TRANSFER MUST BEAR THE WRITTEN CONSENT AND APPROVAL OF THE BENEFICIARY AND (II) THE ORIGINAL OF THIS LETTER OF CREDIT AND ANY AMENDMENTS, IF ANY. TRANSFERS TO DESIGNATED FOREIGN NATIONALS ARE NOT PERMITTED AS BEING CONTRARY TO THE U.S. TREASURY DEPARTMENT OR FOREIGN ASSETS CONTROLS REGULATIONS.

THE AMOUNT OF THIS LETTER OF CREDIT MAY BE REDUCED ON RECEIPT BY USE OF A FULLY EXECUTED REDUCTION CERTIFICATE (THE 'CERTIFICATE') IN THE FORM ATTACHED AS EXHIBIT "B" HERETO AND INCORPORATED HEREIN BY THIS REFERENCE. ON RECEIPT BY BANK OF SUCH CERTIFICATE, THE AMOUNT OF THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY REDUCED IN THE AMOUNT OF THE CERTIFICATE.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING TO YOU. SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT OR INSTRUMENT REFERRED TO HEREIN AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY SUCH DOCUMENT OR INSTRUMENT.

COMMUNICATIONS AND NOTICES WITH RESPECT TO THIS LETTER OF CREDIT SHALL BE IN WRITING AND SHALL BE ADDRESSED TO US AT OUR OFFICE SPECIFIED ABOVE, SPECIFICALLY REFERENCED BY THE NUMBER OF THIS LETTER OF CREDIT, AND SHALL BE ADDRESSED TO YOU AT YOUR ADDRESS SPECIFIED ABOVE.

THIS LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION) OF THE INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION 600) AND, IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF NEW YORK WILL CONTROL.

VERY TRULY YOURS,
MUFG BANK, LTD.
NEW YORK BRANCH

BY: [REDACTED]
ITS: [REDACTED]

Donna Singh
Analyst

ORIGINAL

EXHIBIT "A" TO STANDBY LETTER OF CREDIT

TRANSFER CERTIFICATE

TO: MUFG BANK, LTD.
NEW YORK BRANCH
1251 AVENUE OF THE AMERICAS
NEW YORK, NY 10020
ATTN: - TRADE SERVICE OPERATIONS
STANDBY LC SECTION

FROM: (BENEFICIARY'S NAME AND ADDRESS)

IRREVOCABLE STANDBY LETTER OF CREDIT NO. S405686N ISSUED BY MUFG BANK, LTD., NEW YORK BRANCH

THIS TRANSFER CERTIFICATE IS ATTACHED TO AND MADE A PART OF THAT CERTAIN IRREVOCABLE STANDBY LETTER OF CREDIT, DATED AUGUST 2, 2019 BEARING MUFG BANK, LTD., NEW YORK LETTER OF CREDIT NO. S405686N IN THE ORIGINAL PRINCIPAL AMOUNT OF _____ DOLLARS (U.S.\$ _____).

WE, THE UNDERSIGNED BENEFICIARY, HEREBY REQUEST YOU TO TRANSFER THE REFERENCED LETTER OF CREDIT IN ITS ENTIRETY (TRANSFER IN FULL FOR THE OUTSTANDING AMOUNT OF USD.....)

_____ WHOSE ADDRESS IS

(HEREIN CALLED THE "TRANSFeree").

WE ARE RETURNING THE ORIGINAL INSTRUMENT AND AMENDMENTS (IF ANY) TO YOU HERewith IN ORDER THAT YOU MAY DELIVER IT TO THE TRANSFeree TOGETHER WITH YOUR CUSTOMARY LETTER OF TRANSFER NOTIFICATION.

ANY AMENDMENTS TO THE LETTER OF CREDIT THAT YOU MAY ISSUE ARE TO BE ADVISED BY YOU DIRECTLY TO THE TRANSFeree, AND THE TRANSFeree WILL PRESENT DOCUMENTS (INCLUDING DRAFTS IF REQUIRED UNDER THE CREDIT) TO YOU DIRECTLY WITHOUT OUR INTERVENTION AND WITHOUT ANY FURTHER RESPONSIBILITY ON YOUR PART TO US.

WE ALSO

() ENCLOSE OUR CERTIFIED CHECK OR CASHIER'S CHECK

() AUTHORIZE YOU TO DEBIT OUR ACCOUNT NO. _____ WITH YOU.

FOR AN AMOUNT NOT EXCEEDING (SUBJECT TO ARRANGEMENT) TO COVER YOUR FEE.

WE CERTIFY THAT THIS TRANSFER REQUEST IS NOT IN VIOLATION OF ANY FEDERAL OR STATE LAWS AND FURTHER CONFIRM OUR UNDERSTANDING THAT THE EXECUTION OF THIS TRANSFER REQUEST BY YOU IS SUBJECT TO COMPLIANCE WITH ALL LEGAL REQUIREMENTS AND RELATED PROCEDURES IMPLEMENTED BY YOUR BANK UNDER APPLICABLE LAWS OF THE UNITED STATES OF AMERICA AND JAPAN.

THE SIGNATURE OF THE BENEFICIARY WITH TITLE AS STATED CONFORMS WITH THAT ON FILE WITH US AND IS AUTHORIZED FOR THE EXECUTION OF SUCH INSTRUCTION.

NAME OF (BENEFICIARY'S) BANK

BY: _____
(AUTHORIZED SIGNATURE)

(TITLE)

(TELEPHONE NUMBER)

(NAME OF BENEFICIARY)

BY: _____
(AUTHORIZED SIGNATURE)

(TITLE)

(TELEPHONE NUMBER)

DATE: _____

EXHIBIT "B" TO STANDBY LETTER OF CREDIT

REDUCTION CERTIFICATE

MUFG BANK, LTD., NEW YORK BRANCH
1251 AVENUE OF THE AMERICAS
NEW YORK, NY 10020
ATTN. TRADE SERVICE OPERATIONS/ STANDBY LC SECTION

IRREVOCABLE STANDBY LETTER OF CREDIT NO. S405686N

THIS REDUCTION CERTIFICATE IS ATTACHED TO AND MADE A PART OF THAT CERTAIN IRREVOCABLE STANDBY LETTER OF CREDIT, DATED AUGUST 2, 2019, BEARING MUFG BANK, LTD, NEW YORK BRANCH LETTER OF CREDIT NO. S405686N IN THE ORIGINAL PRINCIPAL AMOUNT OF _____ DOLLARS (U.S.\$ _____) (THE "LETTER OF CREDIT").

THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF THE BENEFICIARY, HEREBY CERTIFIES TO MUFG BANK, LTD, NEW YORK BRANCH ("ISSUER"), WITH REFERENCE TO THE LETTER OF CREDIT THAT AS OF _____, 20____, THE AMOUNT AVAILABLE UNDER THE LETTER OF CREDIT SHALL BE REDUCED BY U.S.\$ _____ TO A NEW LETTER OF CREDIT AMOUNT OF U.S.\$ _____

IN WITNESS WHEREOF, THIS REDUCTION CERTIFICATE HAS BEEN EXECUTED AS OF _____, 20____.

CITY OF AVONDALE

BY: _____
ITS: _____

CITY COUNCIL REPORT

SUBJECT: Cooperative Purchasing Agreement with Southwest Waterworks Contractors PM, LLC to Provide Water and Pump Maintenance and Repair Services

MEETING DATE: 8/26/2019

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, (623) 333-4410

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve a Cooperative Purchasing Agreement with Southwest Waterworks Contractors PM, LLC to provide water wells and pump maintenance and repair services with a maximum aggregate amount not to exceed \$1,000,000 over the five year contract term and authorize the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

After a competitive procurement process, the City of Scottsdale entered into Contract No. 19RP028, dated May 29, 2019, for the Southwest Waterworks Contractors PM, LLC to provide water wells and pump maintenance and repair services. The Scottsdale contract permits cooperative use by other governmental agencies including the City of Avondale.

DISCUSSION:

In order to properly maintain its water production, wastewater collections and reclamation systems and facilities, the City needs to be able to purchase highly specialized parts and services from qualified vendors. Southwest Waterworks specializes in design, installation, repair and sales of equipment for deep well and well pump maintenance for water and wastewater systems. Southwest Waterworks is a Phoenix based company that has been providing these specialized services and equipment to private and public water and wastewater systems in Arizona since 1997.

BUDGET IMPACT:

Purchases associated with this Agreement are typically charged to the following budget line items and are subject to annual budget authority: 501-9122-00-6740, Water Production, R&M Wells; 503-9230-00-6770, Water Reclamation Facility, R&M Waterwater Treatment Plant; and 503-9200-00-6720, Wastewater Collections, R&M Machinery & Equipment.

RECOMMENDATION:

Staff recommends that City Council approve a Cooperative Purchasing Agreement with Southwest Waterworks Contractors PM, LLC to provide water wells and pump maintenance and repair services a maximum aggregate amount not to exceed \$1,000,000 over the five year contract term and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST WATERWORKS CONTRACTORS PM, LLC**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of the last dated signature, between the City of Avondale, an Arizona municipal corporation (the "City"), and Southwest Waterworks Contractors PM, LLC, a Delaware corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Scottsdale ("Scottsdale") entered into Contract No. 19RP028, dated May 29, 2019, (the "Scottsdale Contract"), for the Contractor to provide water wells and pump maintenance and repair services. A copy of the Scottsdale Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such services under the Scottsdale Contract, at its discretion and with the agreement of the awarded Contractor.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Scottsdale Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the City with water wells and pump maintenance and repair services, as more particularly set forth in Section 2 below on an "as-required" basis (the "Materials and Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

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

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until May 28, 2020 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the Scottsdale Contract.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may renew automatically for an additional four-year term (the "Automatic Renewal Term") in accordance with the Scottsdale Contract, subject to availability and appropriation of funds for

renewal in each subsequent year, (ii) the term of the Scottsdale Contract has not expired, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional two-year term and (iv) the City approves the additional two-year term in writing (including any price adjustments approved as part of the Scottsdale Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement following any then-current term other than the Initial Term shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term, Automatic Renewal Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to the Automatic Renewal Term or a Renewal Term in any manner, Contractor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Automatic Renewal Term or the Renewal Term, as applicable, under any of the terms or conditions of the Agreement and (ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the Scottsdale Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the City in such quantities and configurations agreed upon between the parties, in a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order shall (i) contain a reference to this Agreement and the Scottsdale Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Scottsdale Contract will be subject to rejection. Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Scottsdale Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the City. Materials failing to conform to the requirements of this Agreement and/or the Scottsdale Contract will be held at Contractor's risk and may be returned

to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the City may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The City reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the City agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The City will not reimburse the Contractor for any costs incurred after receipt of City notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City shall pay Contractor an aggregate amount not to exceed \$1,000,000.00 for Materials and Services at the unit rates set forth in the Scottsdale Contract.

4. Payments. The City shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Scottsdale Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Scottsdale Contract will be subject to rejection and may be returned.

5. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration, American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if

located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

8. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

9. Conflict of Interest. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

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

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

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, any City-approved Work Orders, the Scottsdale Contract and invoices, the documents shall govern in the order listed herein.

13. Rights and Privileges. To the extent provided under the Scottsdale Contract, the City shall be afforded all of the rights and privileges afforded to Scottsdale and shall be the "City" (as defined in the Scottsdale Contract) for the purposes of the portions of the Scottsdale Contract that are incorporated herein by reference.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to Scottsdale to the extent provided under the Scottsdale Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance

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

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Marsha Chavez, Senior Buyer
Attn: Michael Wawro, City Attorney

If to Contractor: Southwest Waterworks Contractors PM, LLC
2205 W. Grant Street
Phoenix, Arizona 85009
Attn: Jeff Wold
jeffwold@swwwc.biz

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and

refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Contractor"

SOUTHWEST WATERWORKS CONTRACTORS PM, LLC
a Delaware corporation

By:  _____

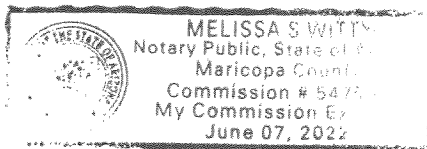
Name: John R. Bailey

Title: President

(ACKNOWLEDGMENT)

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

On July 3, 2019, before me personally appeared John Bailey, the President of Southwest Waterworks Contractors PM, LLC, a Delaware corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.





Notary Public

(Affix notary seal here)

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST WATERWORKS CONTRACTORS PM, LLC

[Scottsdale Contract]

See following pages.

**OFFER AND ACCEPTANCE**

City of Scottsdale
Purchasing Division
9191 E. San Salvador Dr.
Scottsdale, AZ 85258
Phone: 480-312-5700 – Fax: 480-312-5701

SOLICITATION # 19RP028 **SOLICITATION TITLE:** Water Wells and Pump Maintenance and Repair Services

OFFER**TO THE CITY OF SCOTTSDALE:**

The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, including written exceptions that are subject to the approval of the City prior to acceptance. The undersigned agrees that the entire solicitation listed above is hereby incorporated by reference as if fully set forth herein.

The Offeror's signature on this Offer form certifies that he has read; understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non-Collusion and all Federal and Arizona State Immigration Laws.

OFFER MADE - COMPANY INFORMATION**FOR CLARIFICATION OF THIS OFFER, CONTACT:**

Company Name	Southwest Water Works Contractors Pm LLC	Printed Name	Gabe Tiegaskes
Address	2205 W. Grant St	Title	Project Manager
City	Phoenix	State	AZ
Zip	85009	Phone	480-312-0456
Signature for Offeror	[Redacted]	Date	4/25/19
		Fax	602-442-1155
		E Mail	Gabe.t@swwc.biz
Printed Name and Title of Authorized Signatory	Tim Miller	Address	(if different from Company info)
Federal Employer Tax ID # or SSN as per W9 Statement		City, State, Zip (if different from Company info)	

ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD

(for City of Scottsdale Use Only)

The Contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation, including all terms, conditions, specifications, scope of work, and addendums contained in the solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as Contract #19RP028

The contract consists of the following documents: 1) Solicitation #19RP028 and all addendums (if applicable) as issued by the City; 2) The Contractor's response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements; 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment _____, dated _____.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order: ☐ Payment Bond ☐ Performance Bond, ☒ Insurance Certificate(s), ☐ I.R.S. Form W-9/Taxpayer ID No. & Certification, ☐ other documentation as identified. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days, they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on the 22nd day of July, 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

City of Scottsdale, a municipal corporation
Offer Accepted and Awarded this 29th day
of May, 2019

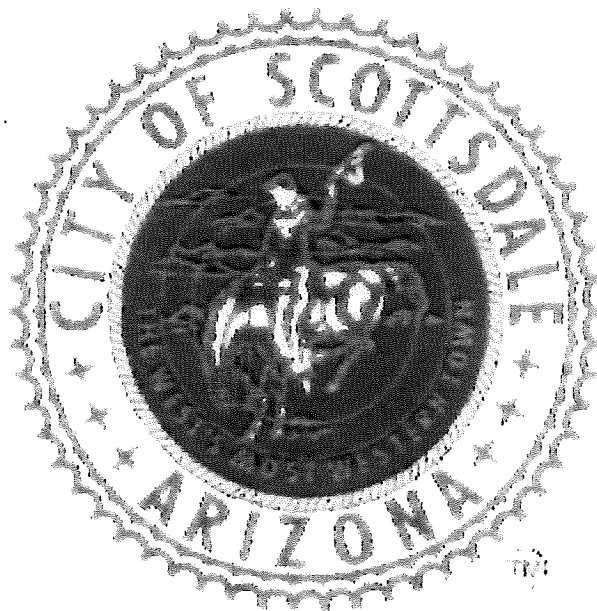
Risk Management Issues reviewed and approved as to form March 18, 2019
by City of Scottsdale Risk Management Director

Recommended award approved May 14, 2019
by City of Scottsdale Contract Administrator

[Redacted Signature]
Robert Schoepe, CPPO
Or Designee Cheryl Champine, CPPB, PSCM
As City of Scottsdale Purchasing Director

 ORIGINAL

City of Scottsdale
Water Wells and Pump Maintenance and Repair Services
RFP #19RP028



Southwest Waterworks Contractors PM

Gabe Tregaskes

04/26/2019

SOUTHWEST WATERWORKS CONTRACTORS PM, LLC

2205 W. Grant Street, Arizona 85009 Phone (602) 442-1110
P.O. Box 6339 Phoenix, Arizona 85005-6339 Fax (602) 442-1155

Qualifications:

Southwest Waterworks Contractors PM, LLC is a contractor licensed in the state of Arizona since 1997. We specialize in the design, installation, repair of equipment related to commercial and private water systems, including vertical turbine pumps, submersible pumps, horizontal centrifugals, water treatment and wastewater equipment. With a highly qualified staff of over 100 years of experience you can feel confident that you will be provided with the best solutions for your water system needs. We pride ourselves on performing quality work in a timely fashion at the best value for our clients. Southwest is centrally located in Phoenix (I-17 and Grant St.). This location is ideal when needing to respond to an emergency call or get materials from the suppliers that are located within 5 miles of our office. Through the exceptional service that we provide, will prove to you that our clients truly come first. Southwest Waterworks has been in business for over 20 years and has plans to continue to expand while still providing the personal feel of a small company. We have great relationships with several manufacturers and suppliers that provide us with high quality products at discounted rates. Our accounts payable department pays our suppliers and subcontractors on or before their invoices are due which helps keep our costs down and minimizes price increases. We invest in our employees with on the job training and advancement opportunities. Southwest Waterworks believes in taking care of our people as they are the foundation of the company. Employee safety is very important, and our longevity depends on it. We perform pre-employment and random drug testing. Southwest also conducts pre-job safety meetings, monthly safety meetings, and routinely does equipment inspections. At Southwest Waterworks we understand the challenges that the City staff face daily to keep water systems in operation for the public.

Our goal is to help relieve some of the burden. We understand the marriage of all the equipment in the water system and know how one change can impact another. Instead of just re-installing the same equipment that was pulled. We evaluate the entire system when designing a pump paying close attention to water quality, corrosion, electrolysis, efficiency, total dynamic head, flow and horsepower. We will identify the root cause of the problem, instead of just re-installing the same equipment with little or no due diligence to identifying the cause the same failure.

CUSTOMER SERVICE IS OUR BUSINESS
COMPLETE COMMERCIAL, INDUSTRIAL AND MUNICIPAL WATER / WASTE WATER SYSTEMS

SOUTHWEST **WATERWORKS** CONTRACTORS PM, LLC

2205 W. Grant Street, Arizona 85009 Phone (602) 442-1110
P.O. Box 6339 Phoenix, Arizona 85005-6339 Fax (602) 442-1155

Southwest Waterworks is in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations. We are a Licensed Contractor in the State of Arizona, License A-16, NO. ROC 322870. A copy of our current license is enclosed in the RFP documents.

We can provide the following services

Well and Pump Installation and Repairs
Well Rehabilitation and Abandonments
Well Modification, Seal Installation
Swage, Patching, Sleeves, Liners
Chemical Treatments
Oil Removal
Brushing, Swabbing, Bailing
Well Sanitation, Sampling
Airlift Development – Pumping
Well Videos
Electrical installation and repair
VFD installation
Soft Starters
Service Entrance
Design and Engineering
Installation of Water Treatment Equip.
Complete well and booster site installations
Tank Inspection and repairs
Temporary Pumps
Sound Enclosures
Sand Blasting, Painting

Preventative Maintenance
Troubleshooting and Diagnosis
Sonar Jetting
Vibration Analysis
Efficiency Testing
Chlorination
Well and Pump Testing
Spinner Logging
Mechanical Seals, repair
Welding Services, Pipe Fitting
Custom Fabricating
Machine Shop Services
Complete pump rebuilds
Booster Pump Repair
Air Compressor Repair
Tank Replacements
Concrete work
Sewage Pump, Repair
Gear Box and Gear Drive Repairs
General Steel Fabrication, gates, etc.

CUSTOMER SERVICE IS OUR BUSINESS
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Shop Capabilities/Facilities:

We want to provide our customer with a long-term solution that is efficient and reliable while being the best value. Our facilities are conveniently located right off the I-60 Freeway and Grant Street. Address is 2205 W. Grant Street, Phoenix, AZ 85009. Southwest has a shop (approx. 5500 sqft. ft.) with (4) horizontal lathes that have the capability for preforming work from ½ inch up to 30 inch in diameter. We also have (2) mills and a drill press able to drill into heads if needed. There are (3) machinists in the shop full time. The head machinist has been machining in the pump industry for over 40 years. (see key personnel for his resume). Every piece of equipment is tagged and labeled. We store the majority of customer's equipment indoors. Waste water equipment will be stored outdoors in our Southwest yard. Below is a picture of facilities.

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Safety, Precautions and Cleanliness

Southwest Water Contractor's number one priority is to provide a safe work environment for our employees and subcontractors, the Owner and its agents, and the general public. Our Project Manager, Superintendent and Safety Coordinator work directly with the City, its Engineers, and Operators during the design and planning phases of each project to identify potential and existing safety issues and hazards and prepare a Site-Specific Safety Plan for each Project prior to the commencement of any work.

Our Company Safety Manual details our philosophy, commitment, practices and policies and is followed by all personnel involved with the Project. When new potential or existing safety issues arise everyone is brought in for training to recognize, act, react, and report appropriately to these new conditions. We only select Subcontractors who share our philosophy and commitment in providing a safe work environment and to protect City employees and the Community.

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For the City of Scottsdale work we will be using our Smeal pump rigs that are hydraulically controlled with several safety features. These rigs allow for the operator to have full control of the load while monitoring pressures and weights while in operation. We will steam clean our equipment prior to being used on City of Scottsdale projects. Only NSF approved products will be used in the wells. We will contain bailed oil from the well in approved containers, fill material will be contained on plastic sheeting. Crews will keep the projects sites clean and safe, once work is finished the project manager will inspect the site to confirm that it meets our standards.

Response Time:

Our field service response for emergency cases is the same day, we run up to 4 pump crews and have 8 technicians available to troubleshoot problems and make repairs. Our crews and machine shop are available to work nights and weekends when clients require it. At our company even the General Managers will get their hands dirty and perform technician duties when needed. Our team is available 7 days a week 24 hours a day for emergency repairs. The City will hear back from the Project Manager or Assistant within 1 hour of an emergency call. A technician will be available to evaluate the problem within 4 hours and a crew can be onsite to start repairs within 48 hours. On non-emergency projects we will start repairs within 3 working days after receiving notice from the City.

Key Personnel:

Project Managers for the City of Scottsdale

Gabe Tregaskes- Project Manager
Cell/ Emergency Phone 480-369-0456
Email gabet@swwc.biz

Jeffery P. Wold – Senior Project Manager
Cell/Emergency Phone 480-599-7201
Email jeffwold@swwc.biz

Jeff Wold – Senior Project Manager

Jeff has 30 years of water resource design and construction. He has successfully rehabilitated hundreds of wells to include complex cementing projects to seal off poor water quality zones and new well drilling. Jeff Wold is well known in the industry for being a knowledgeable professional that is diligent, detail oriented, honest, and fair. He has a long history of working with the City of Phoenix while being an integral part in the ASR program and construction.

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Gabe Tregaskes – Project Manager

Gabe has 19 years of experience in the well and pump industry. He started his career machining parts and performing pump repairs. He quickly became a project manager and started serving municipal clients, one of his first clients was the City of Scottsdale. Gabe has been a project manager for over 18 years and enjoys servicing and building relationships with our municipal clients. Gabe is President of the Arizona Water Well Association and a member of the National Groundwater Association. As a Project Manager Gabe will oversee the job from start to finish. He will provide estimates, coordinate scheduling, and coordinate pickups / deliveries and emergency repair work.

Tim Miller – Project/Administration Manager

Tim more than 10 years of professional experience in the groundwater industry in Arizona and a Bachelor Science Degree In Mechanical Engineering, Tim's experience comes from project managing the design and construction of water wells, monitor wells, pump stations, water treatment equipment, well remediation/chemical treatment, dewatering and pump equipment repairs. He has experience in 15 GPM to 5000 GPM pumps with motors up to 600HP and pump settings as deep as 1300ft. He is also proficient in line shaft turbines with product lube, water lube, water flush and submersibles. Tim worked previously at Weber Water Resources and Layne Christensen.

Mike Richardson – Co-General Manager

Mikes 21 years at National Pump Manufacturer gives him a vast knowledge on how pumps are designed and built. His 18 years at Southwest Waterworks gives him knowledge into real world situations and problems. Mike maintains a high presence in the shop overseeing pumps being torn down, troubleshooting problems and repairs on all pumps. His presence during these phases of work is essential in keeping quality control. Prior to being an owner of Southwest Waterworks Mike worked at National Pump Company from 1978- 1999. He worked in all phases of manufacturing and engineering of vertical turbine pump. When he left the company, he was an Executive Vice President in charge of all operations, sales, and engineering for National Pump Company.

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John Bailey - Co-General Manager

John is involved with the day to day operations of the equipment and personnel. John brings 41 years of industry experience on wells and booster pumps. John makes sure that the project is being performed to the client's specifications. He pushes the staff for results and has high expectations of the pump crews.

Johnny Adame- Lead Pump Rig Operator / Technician

- 1988 – 1994 Farwest Drilling and Pump Tucson, Arizona
Drill rig helper, Pump Rig operator for submersible and turbine pumps, Crane operator, Backhoe operator, Welder, Fabricator, CDL driver.
- 1994-1999- Watt Irrigation Inc. Buckeye, Arizona
Pump Rig operator for submersible and turbine pumps, Crane operator, Welder, Fabricator, CDL driver, Backhoe operator installing pipelines and valves.
- 1999- Present Southwest Waterworks Contractors Inc. Phoenix, Arizona
Pump Rig operator for submersible and turbine pumps, Crane operator, Welder, Fabricator, CDL driver, Backhoe operator, pipeline repairs, and assist with all field staff supervision. Provide technical guidance and inspect work performed by teammates.

David Silvas – Pump Rig Operator/ Technician

- 1983-2011 Weber Group - Chandler, Arizona
Pump rig operator for submersible and turbine pumps, crane operator, welder
- 2012-2017 Paloma Irrigation District
Field Operations Manager, schedule and coordinate work for crews, identify needed Equipment and materials. Pump Rig Operator.
- 2017-Present Southwest Waterworks
Pump rig operator for submersible and turbine pump, crane operator, welder.
Lead and train pump crew.

Jose Gurrola – Pump Rig Operator / Technician

- 2005 - 2011 Layne Western Chandler, Arizona
Worked as second man/ operator on a pump rig performing all job functions. Types of Pumps pulled include vertical turbine pumps, submersible pumps, and booster pumps.
- 2012 - Present Southwest Waterworks Contractors, Inc. Phoenix, Arizona

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Pump rig operator pulling vertical turbine pumps, submersible pumps and booster Pumps. Capable of troubleshooting and fixing problems that arise with pump units, testing, pump rebuilds, splices, welding, rig operation, crane operation. Ability to direct pump crew while following safety procedures.

Jesus Herrera (Chewey) – Machinist Supervisor

Oversees the machine shop on a daily basis. His vast knowledge of pumps and machine work is second to none in our industry. He is up to any challenge and can fabricate just about anything. Chewey has been doing this work for over 40 years. He supervises 1 machinist and 1 shop laborer. Interprets blueprints, sketches and verbal requests on fabricating products using a variety of lathe, milling machines, welders and miscellaneous equipment to machine: head shafts, stretch tubes, discharge head flanges, tension bearing assembly, bowl shafts and line shafts.

Curtis G. Harshbarger – Electrical Manager

Electrical manager and service work along with design and engineering of control panels. Specializing in soft starters and VFD's. System troubleshooting including, control valves, pumps and equipment. Curt's training in the electrical field has included residential, commercial, industrial, and mining. His preferred positions have been in the heavy industrial electrical and mechanical areas. Curt have been fortunate to have the opportunity to have a wide range of skill building positions including management positions, maintenance positions, electrical trouble shooting and the shop fabrication of custom motor control units. I am a progressive personality that prides myself on the completion of a project under budget and under allowed time. He is am a problem solver and use this skill as a tool to complete the personal goals that I set on any given project. As a supervisor/manager for many years he has excellent organizational skills and exceptional inter-personal skills to carry out any given task with excellent results. Curt is production oriented and cost effective disciplined but will not sacrifice the safety of myself or others to realize a goal. Curt's personal work standard is "almost is not an acceptable answer, and that you must demand the best of yourself and others to be able to achieve the best results".

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Project Approach

The project manager will discuss the complete scope of work for each project with the City prior to starting work. This will allow us to identify the City's expectations and allows Southwest Waterworks to provide any cost savings ideas. Once we have an agreed scope, we will provide a cost estimate to perform the work and provide the expected completion time. We will also bring up any potential factors that could impact the schedule and modifications, this helps minimize any surprises that could arise. Our project manager will be heavily involved in the daily activities that are performed. The project manager will coordinate the start date with the City and meet with the crew on site prior to any work taking place to convey the City's expectations. The project manager will then personally inspect the components once the equipment has been pulled and provide photographs to the City. He will be on site during the well video and oversee the repairs that are performed in the shop. He will engineer, order, and inspect materials as they arrive to verify the parts are correct and meet specifications. The project manager will stay in contact with the City and provide daily updates while on site, email weekly progress reports and any reports that are needed including completion reports. He will be involved with generating the invoice to the City. The project manager will be available by phone 24 hours a day 7 days a week. We have found that having one person responsible for the project helps prevent any miscommunication or confusion.

Industry Knowledge

Southwest has over 100 years of knowledge working in the well pump industry. Of that 100+ years, Gabe, Jeff and Tim have 20 years combined working with Scottsdale on wells and booster pumps. We are committed to providing the highest level of service. Members of our company are currently servicing cities of Maricopa County including Phoenix, Gilbert, Mesa, Queen Creek, Avondale, Goodyear, Buckeye and Chandler. We are familiar with the City's challenges when it comes to water wells and pump systems. We are ready for the challenges that may head our way and we are confident that we will prevail together as a team. We serve our clients, partners, and each other fully, selflessly and completely and only involve ourselves in projects, activities and conversations that can truly add value to another individual. We truly believe in providing the best solutions for our clients and we do not waiver from that philosophy.

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Equipment Lists:

Field Equipment:

- ✓ Sterling Flatbed Truck rated for 54,000 lbs.
- ✓ 50 Ton Smeal Pump Rig
- ✓ 40 Ton Smeal Pump Rig
- ✓ 27 Ton General Machine Pump Rig
- ✓ 20 Ton Cooper Pump Rig
- ✓ 6 Ton Smeal Pump Rig
- ✓ 22 Ton Truck Mounted JLG Hydraulic Crane- 90' boom
- ✓ 12 Ton Truck Mounted RO Hydraulic Crane
- ✓ 6 Ton Truck Mounted RO Hydraulic Crane
- ✓ 4 Ton Truck Mounted Hydraulic Crane
- ✓ Freightliner Mechanics truck with 3-ton Liftmoore Crane
- ✓ (4) ½ ton Pickup Trucks
- ✓ (2) 4x4 ¾ ton Pickup Trucks
- ✓ (2) ¾ ton Service Body Truck
- ✓ 1 on Service Body Truck
- ✓ 1-ton Electrical Service Body Truck
- ✓ 2-ton Electrical Bucket Truck
- ✓ 25' Flat-bed Trailer
- ✓ 29' Flat-bed Trailer

Field Equipment:

- ✓ (3) Miller Diesel Portable Welder
- ✓ Ingersoll Rand 600 CFM Air Compressor (for air lifting).
- ✓ 400 HP VFD Trailer for Test Pumping
- All required support equipment and tooling for cable tool drill rigs
 (Bailers, bits, scows, brushes with surge blocks, upset tubing, and piping for air lifting.)
- All Required support equipment and tooling for pump rigs.
- ✓ Shentech STUF - 200H Handheld Ultrasonic Flowmeter
- ✓ Heron Water Level Meter

Shop Equipment:

- ✓ Capabilities to fabricate and machine all components required for pump repairs and special tooling for rigs.
- ✓ (3) Engine Lathes
- ✓ (2) Mills
- ✓ One Floor-mounted Drill Press
- ✓ Wire-feed Welder and Plasma Torch
- ✓ Electrical Control Shop
- ✓ Fabrication Shop
- ✓ Sand Blaster

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Warranty

Here at Southwest Waterworks our goal is to do the job right the first time on time, with proper planning and standardizing equipment we have very few warranties per year. If a warranty consideration arises the project manager will meet the City representative onsite and will access the equipment prior to being worked on, once the equipment is disassembled and inspected we will invite the City to inspect the materials with us and determine if it should be covered under warranty. Our standard warranty is 1 year for parts and labor.

Exceptions

On the pricing proposal page 6 of 7 Line Items D./ E. / F. Regarding Abandonments, the pricing provided is estimated for labor and equipment only, we do not know the depth or condition of the wells to be abandoned. This makes it impossible to figure out the amount of cement or grout that is needed to fill the well, also we do not know if the well will be located in a WQRF zone. Cement grout is a large expense in the abandonment process. For these reasons we will provide estimates using the contracted labor rates for abandonment on a case by case basis once a well video has been performed.

Letter of Recommendation

As City of Phoenix Hydrogeologist for 11 years (2006-2017), I worked closely with Southwest Waterworks Contractors (Southwest) on various well equipping and well rehabilitation projects. The service provided by Southwest was of highest quality and within budget. The key to their success is their ability to understand the client's needs, streamlining the installation process, working safely, and setting realistic expectations on the schedule. I would continue to use Southwest because they consistently deliver high quality work that will either meet or exceed client expectations. Gary M. Gin, R.G. - Vice President of Leonard Rice Engineers.

As the Town of Queen Creek Capital Improvements Manager and Inspections, serving for 15 years combined in these 2 capacities, I have been the Towns' point of contact with Southwest Waterworks Contractors on various well equipping and rehab projects. The service provided by Southwest is high quality and have they have been able to meet needs within our scheduled time frames. We have an excellent relationship with Gabe Tregaskes who has worked with us work through all of our projects. We currently have several projects underway with them and would recommend them to anyone. Kenny Secrist- Town of Queen Creek, CIP Manager.

A list of References has been provided and is included in the RFP documents.

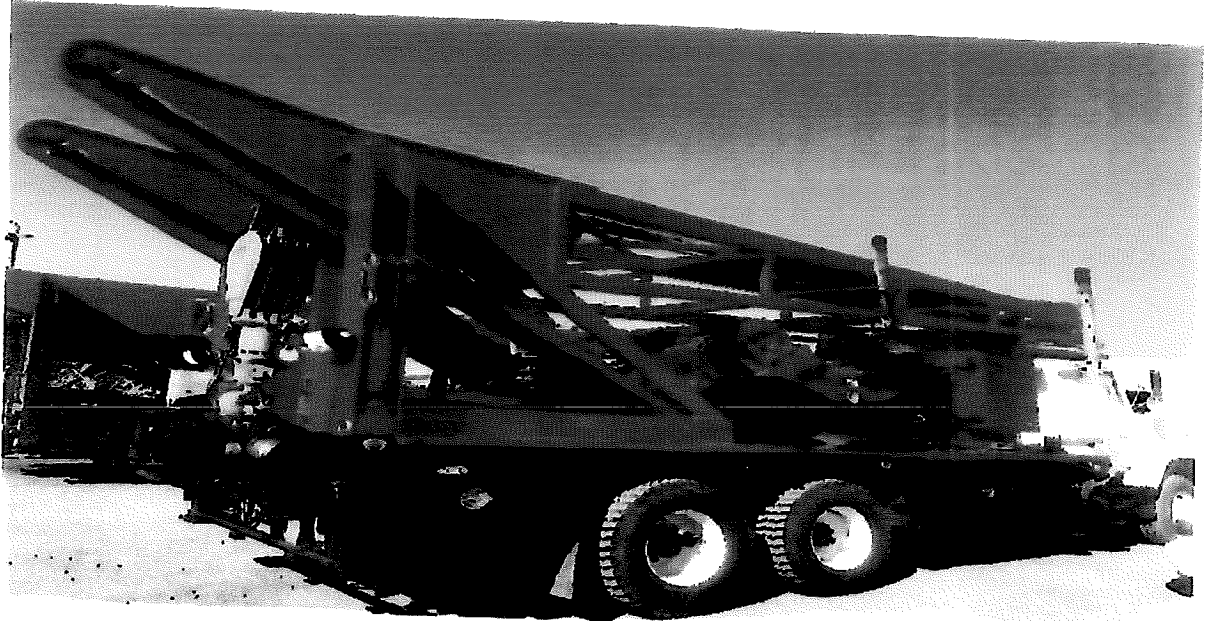
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Smeal 50 Ton Rig



Smeal 40 Ton Rig



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Flatbed Truck



Crew Cab Crane Truck

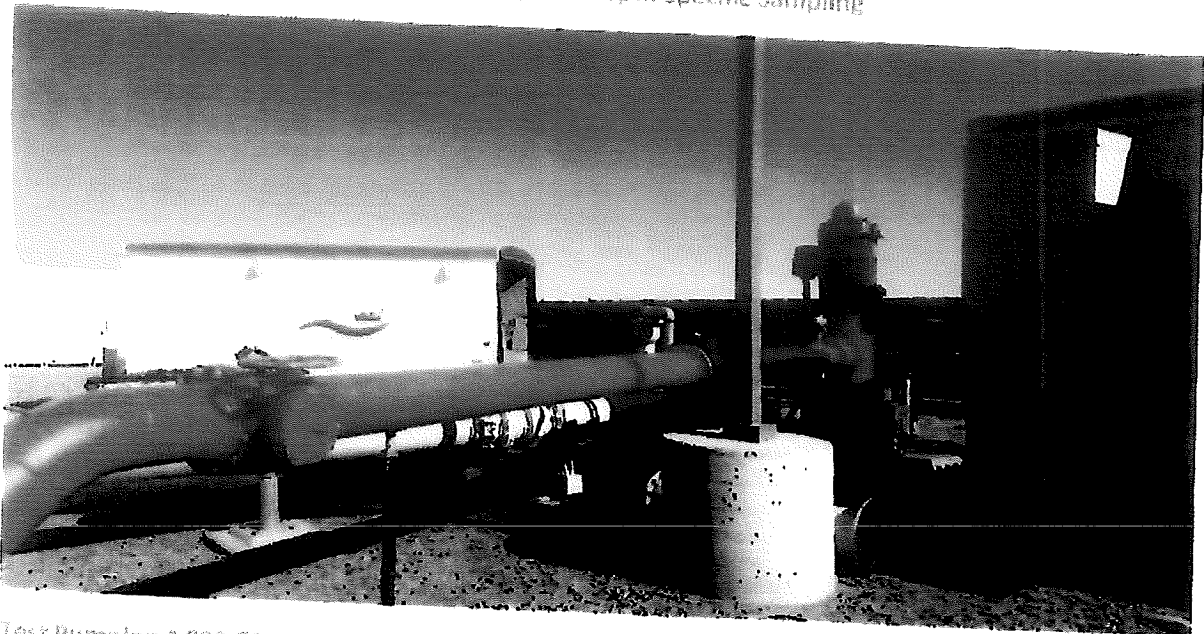


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VFD Test Pump Equipment / Spinner Logging and Depth Specific Sampling



Test Pumping 4,900 GPM



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PRICING PROPOSAL FORM – PAGE 1 of 7



WATER WELLS AND PUMP MAINTENANCE AND REPAIR SERVICES RFP #19RP028

The Unit Prices listed on the pricing proposal forms for Tables 1 through 4, shall be inclusive and include all pertinent additional fees normally associated with this type of service. This shall include at minimum, but not limited to labor, materials, equipment, clean-up, transportation, environmental fees, etc. No additional charges beyond the quoted unit price (except applicable sales tax) shall be allowed, unless authorized by the Contract Administrator before final invoicing.

NOTICE: Offeror's are strongly encouraged to read and understand the Consumer Price Index (CPI) Section. Renewals with allowable price increases will strictly be based on the CPI percentage (%) rate for each applicable renewal.

PRICING SUMMARY (Tables 1 – 4):

TABLE	DESCRIPTION	TOTAL BID COST EXCLUDING TAX
1 (A-H)	Transportation & Service Charges	\$ 340,750
2 (A-G)	Personnel Rates	\$ 544,025
3 (A-F)	Pump Rig Services	\$ 476,000
4 (A-F)	Well Maintenance Activities	\$ 75,240
GRAND TOTAL:		\$ 1,436,015

**TAXES

- Do not include any use, or federal excise tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

ADDENDA

The Bidder hereby acknowledges that his bid/proposal pricing is based on all of the addenda that were issued by the City prior to the opening of this bid/proposal.

NO BID: If no bid please state reason:

COMPANY NAME: Southwest Waterworks Contractors Pm LLC

PRICING PROPOSAL FORM – PAGE 2 of 7



WATER WELLS AND PUMP MAINTENANCE AND REPAIR SERVICES
RFP #19RP028

TABLE 1 - TRANSPORTATION & SERVICE CHARGES (Includes Operators/Crew)

ITEM	PUMP WORK	ANNUAL ESTIMATED HOURS	UNIT PRICE/ HOUR	EXTENDED COST
A.	Boom truck with one operator (to/ from site)	400	\$ <u>95</u>	\$ <u>38,000</u>
B.	Semi-Tractor and flatbed trailer with driver	200	\$ <u>95</u>	\$ <u>19,000</u>
C.	Rig, Boom truck and Crew (to/ from site) or (to/ from shop)	150	\$ <u>260</u>	\$ <u>39,000</u>
D.	Crew Only (to/ from site with rig in-place)	75	\$ <u>200</u>	\$ <u>15,000</u>
E.	Parts and Materials to/from site on flatbed/pickup truck	400	\$ <u>85</u>	\$ <u>34,000</u>
F.	Vibration Analysis	75	\$ <u>450</u>	\$ <u>33,750</u>
ITEM	PUMP WORK	ANNUAL ESTIMATE	UNIT PRICE/ HOUR	EXTENDED COST
G.	Well video, to/from site, includes written report of well video and one copy of the DVD or USB drive of well video	300	\$ <u>500</u>	\$ <u>150,000</u>
H.	Pump Efficiency Test	40	\$ <u>300</u>	\$ <u>12,000</u>
TABLE 1 TOTAL (PUMP WORK A – H):				\$ <u>340,750</u>

COMPANY NAME: Southwest Waterworks Contractors PM LLC

PRICING PROPOSAL FORM - PAGE 3 of 7



WATER WELLS AND PUMP MAINTENANCE AND REPAIR SERVICES
RFP #19RP028

TABLE 2 - PERSONNEL RATES

Item	JOB TITLES	TYPE	ESTIMATED ANNUAL HOURS	UNIT PRICE HOURLY RATE	EXTENDED COST
A1.	Lead Field Labor	Regular	700	\$ <u>75</u>	\$ <u>52,500</u>
A2.	Lead Field Labor	Weekend, Holiday and After Hours	100	\$ <u>125</u>	\$ <u>12,500</u>
B1.	Field Labor	Regular	700	\$ <u>50</u>	\$ <u>35,000</u>
B2.	Field Labor	Weekend, Holiday and After Hours	100	\$ <u>100</u>	\$ <u>10,000</u>
C1.	Shop Labor	Regular	1,000	\$ <u>75</u>	\$ <u>75,000</u>
C2.	Shop Labor	Weekend, Holiday and After Hours	2,000	\$ <u>75</u>	\$ <u>150,000</u>
D1.	Machine Shop/ Welding Labor	Regular	700	\$ <u>95</u>	\$ <u>66,500</u>
D2.	Machine Shop/ Welding Labor	Weekend, Holiday and After Hours	100	\$ <u>125</u>	\$ <u>12,500</u>
E1.	Electrician	Regular	200	\$ <u>75</u>	\$ <u>15,000</u>
E2.	Electrician	Weekend, Holiday and After Hours	20	\$ <u>120</u>	\$ <u>2,400</u>
F1.	Mechanic	Regular	100	\$ <u>95</u>	\$ <u>9,500</u>
F2.	Mechanic	Weekend, Holiday and After Hours	25	\$ <u>125</u>	\$ <u>3,125</u>
G1.	Supervisor	Regular	600	\$ <u>125</u>	\$ <u>75,000</u>
G2.	Supervisor	Weekend, Holiday and After Hours	200 Hours	\$ <u>125</u>	\$ <u>25,000</u>
TABLE 2 TOTAL (PERSONNEL RATES A - G)					\$ <u>544,025</u>

COMPANY NAME: Southwest Waterworks Contractors PM LLC

PRICING PROPOSAL FORM – PAGE 5 of 7



WATER WELLS AND PUMP MAINTENANCE AND REPAIR SERVICES RFP #19RP028

Price must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization.

TABLE 3 – PUMP RIG SERVICES (removing / re-installing well, with a three-man crew)

Item	DESCRIPTION	TYPE	ESTIMATED ANNUAL HOURS	UNIT PRICE HOURLY RATE	EXTENDED COST
A1.	Pump Rig (5-12 ton)	Regular On-Site	100	\$ <u>50</u>	\$ <u>5,000</u>
A2.	Pump Rig (5-12 ton)	Weekend, Holiday and After Hours On-Site	100	\$ <u>50</u>	\$ <u>5,000</u>
B1.	Pump Rig (13-29 ton)	Regular On-Site	700	\$ <u>100</u>	\$ <u>70,000</u>
B2.	Pump Rig (13-29 ton)	Weekend, Holiday and After Hours On-Site	100	\$ <u>100</u>	\$ <u>10,000</u>
C1.	Pump Rig (30-49 ton)	Regular On-Site	1,000	\$ <u>100</u>	\$ <u>100,000</u>
C2.	Pump Rig (30-49 ton)	Weekend, Holiday and After Hours On-Site	2,000	\$ <u>100</u>	\$ <u>200,000</u>
D1.	Pump Rig (50 ton & larger)	Regular On-Site	700	\$ <u>100</u>	\$ <u>70,000</u>
D2.	Pump Rig (50 ton & larger)	Weekend, Holiday and After Hours On-Site	100	\$ <u>100</u>	\$ <u>10,000</u>
E.	Backhoe		40	\$ <u>75</u>	\$ <u>3,000</u>
F.	Skip Loader		40	\$ <u>75</u>	\$ <u>3,000</u>
TABLE 3 TOTAL (PUMP RIG SERVICES A – F)					\$ <u>476,000</u>

COMPANY NAME: Southwest Waterworks Contractors PM LLC

PRICING PROPOSAL FORM - PAGE 6 of 7



WATER WELLS AND PUMP MAINTENANCE AND REPAIR SERVICES RFP #19RP028

Price must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization:

TABLE 4 - WELL MAINTENANCE ACTIVITIES

WELL MAINTENANCE ACTIVITIES					
Item	DESCRIPTION	TYPE	ESTIMATED ANNUAL HOURS	UNIT PRICE HOURLY RATE	EXTENDED COST
A.	Well Rig Services	Regular On-Site	12	\$ <u>300</u>	\$ <u>3,600</u>
B.	Well Rig Services	Weekend, Holiday and After Hours On-Site	10	\$ <u>350</u>	\$ <u>3,500</u>
Item	DESCRIPTION		ESTIMATED ANNUAL UNITS	UNIT PRICE PER FOOT	EXTENDED COST
C.	Sonar Jet		4	\$ <u>35</u>	\$ <u>140</u>
Item	DESCRIPTION		ESTIMATED ANNUAL QTY	UNIT PRICE EACH	EXTENDED COST
D.	Abandonment of well with 12" casing		2	\$ <u>10,000</u>	\$ <u>20,000</u>
E.	Abandonment of well with 24" casing		2	\$ <u>12,000</u>	\$ <u>24,000</u>
F.	Abandonment of well with anything over 24" casing		2	\$ <u>12,000</u>	\$ <u>24,000</u>
TABLE 4 TOTAL (WELL MAINTENANCE ACTIVITIES A - F)					\$ <u>75,240</u>

Indicate the time of the day, and the days of the week that will constitute overtime pay charges.
(Weekend, Holiday, and After Hours)

DAYS

HOURS

Sat/Sun/Holidays Any work day after 5pm

COMPANY NAME: Southwest Waterworks Contractors PM LLC

PRICING PROPOSAL FORM – PAGE 7 of 7



WATER WELLS AND PUMP MAINTENANCE AND REPAIR SERVICES RFP #19RP028

TABLE 5 – MATERIALS & OUTSIDE SERVICE RATES (Mark-Up Costs)

The City of Scottsdale will reimburse the "Total Mark-Up % Rate" indicated below, for all Materials and Outside Services throughout the term of the contract.

- Parts to be fabricated by contractor shall be quoted before use in repairs for City of Scottsdale.
- No markups will be paid on delivery charges for parts shipped to Contractor or for unauthorized outside labor.
- Contractor shall provide evidence of purchased price for all repair parts to be marked up.
- Contractor shall provide a firm quote for all purchased repair parts and receive a written confirmation from the City before ordering.

EXAMPLE: If a bearing is invoiced to your company at \$10.00 and your total mark-up percentage rate was 1.15%, your billing to the City would be \$11.50. **FORMULA:** ($\$10 \times 1.15\% = \11.50).

MATERIALS		Mark Up Percentage
A.	Materials will be billed at your invoice cost multiplied by your mark-up % indicated in this bid. Indicate your mark-up percentage for materials.	<u>25</u> %

OUTSIDE SERVICES		Mark Up Percentage
B.	Outside services include subcontracted work and motor repairs, to will be billed at your invoice cost multiplied by your mark-up % indicated in this bid. Indicate your mark-up percentage for outside services.	<u>25</u> %

COMPANY NAME: Southwest Waterworks Contractors Pm LLC



REQUEST FOR PROPOSAL # 19RP028

WATER WELLS AND PUMP MAINTENANCE AND REPAIR SERVICES

ADDENDUM #1

APRIL 12, 2019

NOTICE TO ALL BIDDERS AND PLAN HOLDERS

The Solicitation is amended by the following clarifications/changes/additional information. If any provision in this Addendum conflicts with any existing provisions in the Solicitation, this Addendum will control. All other terms, conditions, and provisions of the Solicitation remain in effect as published.

BID SUBMITTAL DEADLINE

The submittal due date and time remains 3:00 P.M., LOCAL TIME, APRIL 26, 2019 and is **NOT CHANGED BY THIS ADDENDUM.**

1. CONTRACTOR QUESTIONS AND ANSWERS

The following are the Questions and Answers and additional information that were brought up as a result of the Pre-Bid meeting on April 5, 2019:

Q1 Will there be multiple awards, and if so, how many?

A1 The City hopes to award at least two (2) possibly three (3) contracts.

Q2 How many anticipated well repairs this year?

A2 One (1) possibly two (2).

Q3 Will one company need to quote on both potable & waste water items?

A3 Yes.

Q4 Is the City still rebuilding seals on their own?

A4 Yes.

4. ATTACHMENTS

Pre-bid Attendance Register

By signing and submitting a Bid or Proposal, the Bidder/Proposer is acknowledging that they will abide by all Addenda issued prior to the opening of the Bids/Proposals and agreeing that all pricing takes into account all such Addenda.

END OF ADDENDUM #1

Cheryl Champine
Bid & Contract Specialist
cchampine@ScottsdaleAZ.gov

DATE: 4/5/2019		ATTENDANCE REGISTER		TIME: 9:00 A.M.	
SOLICITATION # & TITLE: 19RP028-WATER WELLS AND PUMP MAINTENANCE AND REPAIR SERVICES					
PRE BID: ☒ BID OPENING: ☐					
INDIVIDUAL NAME & EMAIL		COMPANY NAME & ADDRESS		PHONE NUMBER	
<u>Alex Crawford</u> Email: <u>a.crawford@empirepumpcorp.com</u>		<u>Empire Pump Corp</u> <u>2849 S. 44th Ave PHX 85085</u>		<u>602-254-2144</u>	
<u>Wes Van Allen</u> Email: <u>Wes.vanallen@geine.com</u>		<u>Layne</u> <u>12030 E. Riggs Rd. Chandler AZ 85249</u>		<u>602-820-7926</u>	
<u>Floyd Marsh</u> Email: <u>azwatersolutions@cox.net</u>		<u>Sustainable Water</u> <u>14314 E. Cheryl Dr Scottsdale, AZ 85259</u>		<u>480-748-1616</u>	
<u>Wes THRASH</u> Email: <u>G</u>					
<u>April Curick</u> Email: <u>acurick@webberwaterresources.com</u>		<u>Webber Water Resources</u>		<u>480-961-1141</u>	
<u>Jason Wolfe</u> Email: <u>jwolfo@scottsdaleaz.gov</u>					
<u>JOHN SABALA</u> Email: <u>JSABALA@webberwaterresources.com</u>		<u>Webber Water Resources</u>		<u>480-961-1141</u>	
<u>Mabe Tregaskes</u> Email: <u>gAbet@swwc.biz</u>		<u>Southwest Waterworks</u>		<u>480-369-0456</u>	
<u>Tim Miller</u> Email: <u>tim.miller@swwc.biz</u>		<u>Southwest Waterworks</u>		<u>480-284-0865</u>	
<u>Tracy Keng</u> Email: <u>TKeng@PHOENIXPUMPS.COM</u>		<u>PHOENIX PUMPS</u>		<u>602-790-3654</u>	

DATE: 4/5/2019

ATTENDANCE REGISTER

TIME: 9:00 A.M.

SOLICITATION # & TITLE: 19RP028-WATER WELLS AND PUMP MAINTENANCE AND REPAIR SERVICES

PRE BID: ☒ BID OPENING: ☐

INDIVIDUAL NAME & EMAIL	COMPANY NAME & ADDRESS	PHONE NUMBER
<u>Jim Lowry</u> Email: <u>Jim.Lowry@HoseSolutions.com</u>	<u>Hose Solutions</u> <u>9419 E San Salvador Dr #100</u> <u>Southridge AZ 85258</u>	<u>480 607 1589</u>
<u>Nicholas Stoverlynick</u> Email: <u>Nicholas.Stoverlynick@HoseSolutions.com</u>	<u>Hose Solutions Inc</u> <u>9419 E San Salvador Dr #100</u> <u>Southridge AZ 85258</u>	<u>480 607 1587</u>
<u>Cheryl Champagne</u> Email: _____	<u>LOS</u>	
<u>Lyn Guotafson</u> Email: _____	<u>CS</u>	
_____ Email: _____		
_____ Email: _____		
_____ Email: _____		
_____ Email: _____		
_____ Email: _____		
_____ Email: _____		
_____ Email: _____		



OFFER AND ACCEPTANCE

City of Scottsdale
Purchasing Division
9191 E. San Salvador Dr.
Scottsdale, AZ 85258
Phone: 480-312-5700 – Fax: 480-312-5701

SOLICITATION # 19RP028 **SOLICITATION TITLE:** Water Wells and Pump Maintenance and Repair Services

OFFER

TO THE CITY OF SCOTTSDALE:

The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, including written exceptions that are subject to the approval of the City prior to acceptance. The undersigned agrees that the entire solicitation listed above is hereby incorporated by reference as if fully set forth herein.

The Offeror's signature on this Offer form certifies that he has read; understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non-Collusion and all Federal and Arizona State Immigration Laws.

OFFER MADE - COMPANY INFORMATION

FOR CLARIFICATION OF THIS OFFER, CONTACT:

Company Name Southwest Water Works Contractors Pm LLC Printed Name Gabe Tiegaskes
Address 2205 W. Grant St Title Project Manager
City Phoenix State AZ Zip 85009 Phone 480-369-0452
Signature for Offeror  Date 4/25/12 Fax 602-442-1155 E Mail Gabe.T@swwc.biz
Printed Name and Title of Authorized Signatory Tim Miller Address (if different from Company info)
Federal Employer Tax ID # or SSN as per W9 Statement City, State, Zip (if different from Company info)

ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD

(for City of Scottsdale Use Only)

The Contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation, including all terms, conditions, specifications, scope of work, and addendums contained in the solicitation, as well as any written exceptions that have been separately accepted by the City. This contract shall henceforth be referred to as **Contract #19RP028**

The contract consists of the following documents: 1) Solicitation #19RP028 and all addendums (if applicable) as issued by the City; 2) The Contractor's response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment _____, dated _____.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order: ☐ Payment Bond ☐ Performance Bond, ☐ Insurance Certificate(s), ☐ I.R.S. Form W-9/Taxpayer ID No. & Certification, ☐ other documentation as identified. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days, they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on the 22nd day of July, 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

City of Scottsdale, a municipal corporation
Offer Accepted and Awarded this _____ day
of _____, 201__

Risk Management issues reviewed and approved as to form _____, 201__
by City of Scottsdale Risk Management Director

Recommended award approved _____, 201__
by City of Scottsdale Contract Administrator

Robert Schoepe, CPPO
Or Designee _____
As City of Scottsdale Purchasing Director

BIDDER GENERAL DISCLOSURE FORM	
	WATER WELLS AND PUMP MAINTENANCE AND REPAIR SERVICES RFP #19RP028

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Debarment / Suspension Information – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

☐ YES

☒ NO

If "YES", in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Surety Information – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

☐ YES

☒ NO

If "YES", in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

☐ YES

☒ NO

If "YES", in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets

Signature _____

Printed Name Tim Miller

Title Project and Admin Manager

Date 4-25-19

COMPANY NAME: Southwest Waterworks Contractors PM LLC

BIDDER LITIGATION DISCLOSURE FORM	
	WATER WELLS AND PUMP MAINTENANCE AND REPAIR SERVICES RFP #19RP028

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or a misdemeanor involving theft or moral turpitude in the last five (5) years?

☐ YES

☒ NO

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

☐ YES

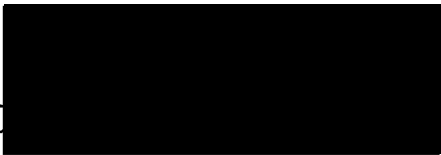
☒ NO

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

☐ YES

☒ NO

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

Signature 

Project and Admin Manager
Title

Jim Miller
Printed Name

4-25-19
Date

COMPANY NAME: Southwest Waterworks Contractors Pm LLC

REFERENCES	
	WATER WELLS AND PUMP MAINTENANCE AND REPAIR SERVICES RFP #19RP028

List minimum of three (3) Arizona customers, excluding the City of Scottsdale, for whom your company has provided service(s) of a similar scope as this Request for Proposal, during the past three years. Include the length of any contracts listed. Offerors may make multiple copies of this document as needed.

The following questions are asked to enable the evaluation team to assess the qualifications of Offerors under consideration for final award. This information may or may not be a determining factor in award of this solicitation.

Company Name: Town of Gilbert
Company Address: 28105 E. Guadalupe
City/State/Zip: Gilbert AZ 85234
Contact Person: Bryan Galvin **Telephone #:** 480-503-6381
Email: Bryan.Galvin@gilbertaz.gov **Date of Service:** _____
Type of Service Provided: Well and Pump Booster

Company Name: Town of Queen Creek
Company Address: 22358 S. Ellsworth Rd.
City/State/Zip: Queen Creek AZ 85142
Contact Person: Kenny Secrist **Telephone #:** 480-694-7610
Email: Kenny.Secrist@queencreek.org **Date of Service:** _____
Type of Service Provided: Well and Pump Booster

Company Name: City of Surprise
Company Address: 11600 N. Civic Center Place
City/State/Zip: Surprise AZ 85374
Contact Person: Lee Lambert **Telephone #:** 623-333-7032
Email: Lee.Lambert@surpriseaz.gov **Date of Service:** _____
Type of Service Provided: Well Pump

YOUR COMPANY NAME: Southwest Waterworks Contractors PM LLC

SUBCONTRACTOR'S LIST	
	WATER WELLS AND PUMP MAINTENANCE AND REPAIR SERVICES RFP #19RP028

COMPANY NAME: Southwest Waterworks Contractors Pm LLC

If any Bidder intends to subcontract any portion of this contract, the Bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents. (Bidder may supply additional pages as needed to identify all subcontractors).

NAME: Hoover Drilling Company LLC LICENSE: 315429 CR-53
 ADDRESS: P.O. Box 12596 Casa Grande AZ 85130
 CONTACT PERSON/TELEPHONE#: Tom Hoover 520-251-1449
 EMAIL ADDRESS: Tommy@hooverdrilling.com
 EXTENT OF WORK: Well Casing Cleaning - Drilling

NAME: Well Scan LICENSE: _____
 ADDRESS: 2134 W. Cholla Trail Buckeye AZ 85396
 CONTACT PERSON/TELEPHONE#: 480-895-2280
 EMAIL ADDRESS: _____
 EXTENT OF WORK: Well Videos

NAME: Longmire Well Services LICENSE: 315782 CR-53
 ADDRESS: P.O. Box 769 Wilcox AZ 85164
 CONTACT PERSON/TELEPHONE#: Cheryl Wood 602-769-7831
 EMAIL ADDRESS: Cheryl.wood.lws@gmail.com
 EXTENT OF WORK: Well Videos / Patching

NAME: JNJ Well Services LLC LICENSE: 316274 CR-53
 ADDRESS: 9816 N. Faldale Rd Casa Grande AZ 85122
 CONTACT PERSON/TELEPHONE#: Nreveles88@gmail.com
 EMAIL ADDRESS: Nathan Reveles 480-603-7083
 EXTENT OF WORK: Well Casing Cleaning - Drilling

BIDDER QUESTIONNAIRE – COMPANY INFORMATION	
	WATER WELLS AND PUMP MAINTENANCE AND REPAIR SERVICES RFP #19RP028

COMPANY INFORMATION

Company Local Office Physical Address 2205 W. Grant St. Phoenix AZ 85009

Office Daytime Phone Number 602-442-1110

Office Fax Number 602-442-1155

Telephone Ordering Phone Number(s) _____

Company Email Address Gabet@swwc.biz

Company Operating Hours (Monday – Friday) 6:00am - 6:00pm

Company Hours (Saturday) 6:00am - 6:00pm

NAME OF MAIN CONTACT
(assigned to this contract)

Office Phone Number of Main Contract 602-442-1110

Cellular Phone Number of Main Contact 480-369-0456 Primary

Email of Main Contact Gabet@swwc.biz

NAME OF COMPANY MANAGER

Office Phone Number of Company Manager 602-442-1110

Email of Company Manager Johnb@swwc.biz

After Hour/Emergency Phone Number(s) 480-369-0456
480-284-0865

Signature _____

Printed Name: Tim Miller

Title Project and Admin Manager

Company SouthWest Waterworks Contractors Pm LLC

		BIDDER QUESTIONNAIRE – EQUIPMENT LIST
WATER WELLS AND PUMP MAINTENANCE AND REPAIR SERVICES RFP #19RP028		

EQUIPMENT / VEHICLES / TRUCKS:

VEHICLES: List and describe all Vehicles/Trucks to be utilized under the performance of this contract. Please provide all of the information requested in the column headings below.

The contractor shall have a minimum the following equipment at the time of bid submittal.

VEHICLE DESCRIPTION	YEAR	MAKE	MODEL	LIC PLATE #
1) One (1) truck mounted crane (lift 800 HP) (per Section A.2)	1991	R/O	12 TON	CL31329
2) One (1) crane truck with a minimum 90' boom (per Section A.2)	1997	JLG	22 Ton	CL70895
3) Three (3) Pump Rigs (per Section A.2)				
3A) One (1) up to 1200 feet	3A. 1989	SMEAL	R30	CL20027
3B) Two (2) up to 800 feet				
	3B1. 2006	SMEAL	R40	CK07877
	3B2. 1986	National	2ST	CF71841
4) Three (3) service trucks for transporting materials				
	4A1. 2003	Sterling	Flatbed	CH89048
	4B2. 2003	Ford	F350	CL31320
	4B3. 2013	Chevy	2500	CL31345
5) One (1) service truck for mechanical repairs	1995	Frightliner	Service	CL31327

EQUIPMENT: List and describe all equipment to be utilized on the sites. Please provide all of the information requested in the column headings.

DESCRIPTION & MANUFACTURER OF EQUIPMENT	BRAND NAME	MODEL	AGE	OTHER
1. Color TV videoing system (see 3.90 for additional description)	Arco	RT9306	3 Years	

ADDITIONAL EQUIPMENT LIST: Provide a separate page(s) with additional listing of Equipment, Vehicles/Trucks that will be utilized in the contract. Include vehicle/equipment (Description, Manufacturer, Brand Name, Model, License Plate, Year/Age, Make, and Model).

STATE OF ARIZONA

Office of the Registrar of Contractors

License No. ROC322870

This is to certify that:

Southwest Waterworks Contractors PM LLC

DBA (if any)

*Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,
is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of*

A-16 Waterworks

*Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors in my office, City of
Phoenix, on 2018-12-07*



DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

CRYSTAL & COMPANY

The integrity of independence.

Crystal & Company
32 Old Slip
New York, NY 10005
DIRECT 212-504-1833
FAX 212-504-1860
MAIN 800-221-5830
eileen.malone@crystalc
o.com

April 23, 2019

Fed Ex 602-442-1110 Ext 7

Melissa Witty
Southwest Waterworks Contractors PM LLC
2205 W. Grant Street
Phoenix, AZ 85009

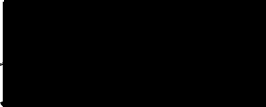
RE: Principal: Southwest Waterworks Contractors PM LLC
Bid Bond: Ten Percent of Amount Bid (E.C.P. \$2,000,000.00)
Obligee: City of Scottsdale, AZ
Water Wells and Pump Maintenance and Repair Services RFP #19RP028

Dear Melissa:

We are pleased to enclose the captioned Bid Bond for Southwest Waterworks Contractors PM LLC for the captioned project written through The Guarantee Company of North America USA effective April 23rd, 2019. Please have an authorized officer execute the Bond, print their title on the applicable lines and have their signature witnessed. The original fully executed Bid Bond documents should be submitted to the applicable governing body with the bid package.

If you have any questions feel free to contact me directly.

Best regards,



William Jungreis

Enclosure: Original Bid Bond



BID BOND

BOND NO. N/A

KNOW ALL MEN BY THESE PRESENTS, That we, Southwest Waterworks Contractors PM LLC

as Principal, and The Guarantee Company of North
America USA, a corporation duly organized under the laws of the State of Michigan, as Surety, are held and firmly
bound unto City of Scottsdale, Arizona
as Oblige, in the sum of Ten Percent of Amount Bid
(\$ 10%) Dollars for the payment of which Principal and Surety bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally.
WHEREAS, Principal has submitted a bid for Water Wells and Pump Maintenance and Repair Services,
RFP #19RP028
_____, the
Project.

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal enters into a Contract with the
Oblige for the Project; or, if the Principal pays the Oblige the amount of this Bond or the difference between
Principal's bid and the next lowest bid for the Project, whichever is less: this obligation is null and void, otherwise to
remain in full force and effect.

Signed and sealed this 23rd day of April, 2019.

Southwest Waterworks Contractors
PM LLC

Witness



BY:

Principal

ITS:

Project and Admin Manager

The Guarantee Company of North America USA

BY:

Attorney-in-Fact, William Jungreis

Bid Bond - Rev. 2/20/13

Excellence, Expertise, Experience ... Every time

The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, Michigan 48076
Tel 248-281-0281 • Fax 248-750-0431 • 1-866-328-0567
gna.com



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

James F. Crystal, Sanford F. Crystal, William Jungreis
Crystal IBC LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takal
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 23rd day of April, 2019

Randall Musselman, Secretary

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Home Office, Southfield, Michigan

STATUTORY BALANCE SHEET

December 31, 2018

ASSETS

Cash and Short-Term Investments	\$ 88,508,407
Marketable Securities	151,857,941
Premium and Agents Balances (under 90 days)	5,007,524
Reinsurance Receivable on paid losses	529,666
Accrued Interest and Dividends	812,435
Net Deferred Tax Asset	1,637,933
Other Assets	1,195,275
Total Admitted Assets	<u>\$249,549,181</u>

LIABILITIES

Reserve for Losses and Loss Adjustment Expenses	\$ 9,077,422
Unearned Premium Reserve	22,744,950
Accrued Expenses	4,210,825
Ceded Reinsurance Premiums Payable	1,207,940
Taxes, Licenses and Fees Payable	374,668
Federal Income Tax Payable	296,413
Funds Held	9,869,832
Other Liabilities	1,844,929
Total Liabilities	<u>\$ 49,626,979</u>

CAPITAL AND SURPLUS

Common Stock and Paid-In Capital	\$144,020,970
Surplus	55,901,232
Total Policyholders' Surplus	<u>\$199,922,202</u>
Total Liabilities, Capital and Surplus	<u>\$249,549,181</u>

State of Michigan
County of Oakland

Stephen C. Ruschak being duly sworn, says: That he is the President & COO of The Guarantee Company of North America USA; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the State of Michigan, and has duly complied with all the requirements of the laws of said state applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of July 30, 1947, as amended (6 U.S.C. 6-13); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December 2018.

Sworn to before me this 19th day of March 2019.

Notary

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

Stephen C. Ruschak, President & COO

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST WATERWORKS CONTRACTORS PM, LLC
[Work Orders]

See following pages (to be attached subsequent to execution).

CITY COUNCIL REPORT

SUBJECT: 6th Amendment to the Construction Manager At Risk with PCL Construction, Inc., - Grit Chamber rehabilitation for the Water Reclamation Facility

MEETING DATE: 8/26/2019

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, (623) 333-4410

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve Contract Amendment No. 6 to the Construction Manager at Risk Agreement with PCL Construction, Inc., to perform additional work related to Grit Chamber rehabilitation for the Water Reclamation Facility improvement project in the amount of \$149,980.25 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In January 2015, the City completed a master plan for the Water Reclamation Facility (WRF). The plan identified several improvements required to ensure the facility can continue to reliably meet its permit standards and operate efficiently. A Request for Qualifications was released in March 2016 to select a Construction Manager at Risk (CMAR) for the improvement project. Through this qualification process, PCL was selected and awarded the CMAR for this project.

Accordingly, the City and PCL Construction, Inc. entered into necessary amendments as the project progressed. The Amendments are as follows:

	Date	Amount	Brief Description
#1	4/3/17	\$6,641,970.00	Procurement of long lead items & first phase of construction
#2	7/10/17	\$4,368,933.00	Second phase of construction
#3	12/13/18	\$ 14,465.08	Additional rehab work identified during construction
#4	2/20/19	\$ 28,360.51	Condition assessment for primary clarifier #1
#5	6/3/19	\$ 527,679.77	Repairs to primary clarifier #1
#6	8/12/19	\$ 149,980.25	Grit Chamber Rehabilitation

DISCUSSION:

The grit chamber, a critical treatment process component for the Water Reclamation Facility (WRF), has recently failed. The grit chamber removes debris such as rocks, sand, and gravel out of the waste stream to prevent damage to other process equipment. The Sixth Amendment to CMAR Agreement with PCL Construction, Inc. in the amount of \$149,980.25 will fund the rehabilitation of the grit chamber. The contract price for this amendment includes the following:

- Demolition and replacement of existing carbon steel structural members,
- Removal and replacement of drive unit,
- Applying a protective coating,
- Demolition and replacement of corroded vent piping.

BUDGET IMPACT:

Funding for this item is available in the Water Reclamation Facility Upgrades, Line Item 513-1339-00-8620.

RECOMMENDATION:

Staff recommends that the City Council approve Contract Amendment No. 6 to the Construction Manager at Risk Agreement with PCL Construction, Inc., to perform additional work related to Grit Chamber rehabilitation for the Water Reclamation Facility improvement project in the amount of \$149,980.25 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**SIXTH AMENDMENT
TO
CONSTRUCTION MANAGER AT RISK AGREEMENT
NO. 14371C
BETWEEN
CITY OF AVONDALE
AND
PCL CONSTRUCTION, INC.**

THIS SIXTH AMENDMENT TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "Sixth Amendment") is made as of August 26, 2019, between the City of Avondale, an Arizona municipal corporation (the "City"), and PCL Construction, Inc., a Colorado corporation (the "Construction Manager").

RECITALS

A. The City and the Construction Manager entered into that certain Construction Manager At Risk Agreement, dated August 8, 2016 (the "Agreement"), for design phase review and complete construction services related to improvements to the City's Charles M. Wolf Water Reclamation Facility, located at 4800 South Dysart Road, Avondale, Arizona (the "WFR").

B. The Agreement contemplated the City would request GMP Proposals for construction of the Project. Accordingly, the City and the Construction manager entered into the First Amendment to the Construction Manager at Risk Agreement, dated April 3, 2017 (the "First Amendment"), relating to the Preliminary Process Work; the Second Amendment to Construction Manager at Risk, dated July 10, 2017 (the "Second Amendment"), relating to Project Completion Work; the Third Amendment to Construction manager at Risk Agreement dated December 13, 2019 (the "Third Amendment"), relating to the cover removal and pump; the Fourth Amendment, dated February 20, 2019 (the "Fourth Amendment"), relating to structural and mechanical rehabilitation and concrete investigation work; and the Fifth Amendment, dated June 17, 2019 (the "Fifth Amendment"), which involved additional work related to the rehabilitation of concrete, resurfacing of the clarifier and other structural and mechanical rehabilitation work. The Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment are collectively referred to herein as the "Agreement."

C. The City has determined it is necessary for the Construction Manager to perform additional work related to the Grit Chamber rehabilitation (the "Additional Services").

D. The City and Construction Manager desire to enter into this Sixth Amendment to (i) extend the term of the Agreement, (ii) modify the scope of services to include the Additional Services and (iii) provide for the increase in compensation to the Construction Manager for Additional Services.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 30, 2020, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Scope of Services. Construction Manager shall provide the Additional Services as set forth in the Change Order, attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The City shall increase compensation to Construction Manager in the amount of \$149,980.25 for the Additional Services at the rates set forth in the Change Order, resulting in an increase of the aggregate not-to-exceed compensation from \$11,738,335.36 to \$11,888,315.61.

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

5. Non-Default. By executing this Sixth Amendment, the Construction Manager affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this Sixth Amendment, under any of the terms or conditions of the Agreement and (ii) any and all Construction Manager claims, known and unknown, relating to the Agreement and existing on or before the date of this Sixth Amendment, are forever waived.

6. Conflict of Interest. This Sixth Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

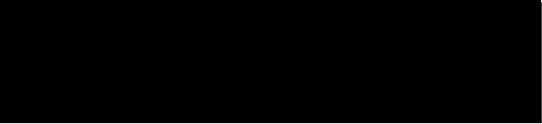
Date:

ATTEST:

Marcella Carrillo, City Clerk

Date:

“Construction Manager”
PCL CONSTRUCTION, INC.,
a Colorado corporation

By 

Name: Nico Swart

Title: Project Manager

Date: 8/14/19

EXHIBIT 1
TO
SIXTH AMENDMENT
TO
CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PCL CONSTRUCTION, INC.

[Scope of Services]

See following pages.



CONSTRUCTION

July 22, 2019

Tony Woodrum
City of Avondale
399 E. Lower Buckeye Rd
Avondale, AZ 85323
623.333.4400 (P)
623.333.0440 (F)

Project: Charles M. Wolf Water Reclamation Facility Upgrades
RE: CRX0040 – Grit Collection System Rebuild

Mr. Woodrum,

The purpose of this letter is to provide estimated costs for Grit Collection System Rebuild on the above referenced Project.

The estimated cost of this additional work is \$149,980.25. It is assumed that an amendment #6 to GMP3 will be issued to cover this cost.

This cost INCLUDES the following:

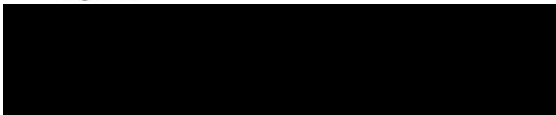
- 1) Demo existing carbon steel structural members inside the bowl and replace with new painted steel, size to match existing.
- 2) Demo catwalk, handrail and diamond plate, replace with new. All ferrous metals will be field painted.
- 3) Demo cover (city already did this) fiberglass cover, install gasket between cover and bowl to provide good seal.
- 4) Remove gearbox, motor, shaft, paddle, any mechanical part inside bowl, replace with new and/or rebuild items, reused existing parts when able as determined by team.
- 5) Apply protective coating to SS bowl from 12" below water line to top of bowl.
- 6) Patch Influent and Effluent pipe sections where possible.
- 7) Demo corroded vent pipe section and replace with painted PVC pipe
- 8) Electrically disconnect and reconnect motor, replace limited amount of conduit. Existing wire assumed to be reused.

This cost EXCLUDES the following:

- 1) Engineering services.
- 2) Electrical wire replacement.
- 3) Replacement of SS bowl
- 4) Replacement of any items outside of the bowl unless specifically detailed above.
- 5) Bypass pumping / piping.
- 6) Overtime time, weekend or holiday work.
- 7) Temporary grit removal system.

Should you have any questions please do not hesitate to contact me.

Regards,



Nico Swart
Assistant Project Manager
602.319.8458
nswart@pcl.com

PCL CONSTRUCTION INC.

1711 W. Greentree Drive * Suite 201 * Tempe, AZ * 85284
Telephone: (480) 829-6333 * Fax: (480) 829-8252

PCL Construction, Inc.

CRX No.

0040

Date: 6/14/2019

Description:

Grit Collection System Rebuild

Estimated cost to rebuild existing grit collection system on an emergency basis.

	UOM	QTY		Rate	Total
Project Manager	HR	8	\$	96.03	\$ 768.24
Superintendent	HR	60	\$	109.21	\$ 6,552.60
Project Engineer	HR	24	\$	83.91	\$ 2,013.84
Remove Old Grit Internal Parts and Structure - 2 Days					
70T Operated Crane	HR	16	\$	395.00	\$ 6,320.00
Skilled Laborer	HR	64	\$	35.87	\$ 2,295.68
Forklift	HR	64	\$	41.23	\$ 2,638.72
Boom Lift	HR	64	\$	22.56	\$ 1,443.84
Safety Supplies	LS	1	\$	500.00	\$ 500.00
Misc Tools and Material	LS	1	\$	1,000.00	\$ 1,000.00
Reinstall New Grit Parts and Structure - 5 Days					
70T Operated Crane	HR	40	\$	395.00	\$ 15,800.00
Skilled Laborer	HR	160	\$	35.87	\$ 5,739.20
Forklift	HR	160	\$	41.23	\$ 6,596.80
Boom Lift	HR	160	\$	22.56	\$ 3,609.60
Safety Supplies	LS	1	\$	500.00	\$ 500.00
Misc Tools and Material	LS	1	\$	1,500.00	\$ 1,500.00
Self-Perform					\$ 57,278.52 (1)

SUB/VENDOR COSTS

Rebuild Gear	LS	1	\$	15,000.00	\$ 15,000.00
New Motor	LS	1	\$	6,500.00	\$ 6,500.00
New Structural Members	LS	1	\$	10,000.00	\$ 10,000.00
					\$ 2,280.00
Field Welding As Required	HR	24	\$	95.00	
Paint Structural Members	LS	1	\$	4,500.00	\$ 4,500.00
New Walkway	LS	1	\$	4,500.00	\$ 4,500.00
New Handrail	LS	1	\$	4,900.00	\$ 4,900.00
New FRP Cover	LS	1	\$	6,000.00	\$ 6,000.00
Electrical Scope	LS	1	\$	6,250.00	\$ 6,250.00

Sub Total				\$ 59,930.00 (2)
Subguard	1.2%			\$ 719.16 (3) = (2) x %
Sub/Vendor TOTAL				\$ 60,649.16 (4) = (2)+(3)

TOTAL DIRECT COSTS \$ 117,927.68 (5) = (1)+(4)

Indirects

%

Amount

Bond	0.76%	\$ 1,139.85 (6) = (11) x %
Liability Insurance	1.10%	\$ 1,649.78 (7) = (11) x %
Builders' Risk	0.47%	\$ 704.91 (8) = (11) x %
Sales Tax	5.40%	\$ 8,098.93 (9) = (11) x %
Subtotal		\$ 129,521.15

Overhead & Fee 10.50% \$ 13,599.72 (10) = (5) through (9) x %

Allowance LS 1 \$ 7,500.00 \$ 7,500.00 (11) NOT INCLUDED IN MARKUPS

TOTAL CHANGE ORDER \$ 149,980.25 (12) = sum of (5) through (11)

Submitted by:	Nico Swart, APM	for PCL Construction, Inc.
Signature:		
Date:	8/14/19	

Accepted by:	
Consultant:	
Signature:	
Date	
Owner:	
Signature:	
Date:	



CONSTRUCTION

July 22, 2019

Tony Woodrum
City of Avondale
399 E. Lower Buckeye Rd
Avondale, AZ 85323
623.333.4400 (P)
623.333.0440 (F)

Project: Charles M. Wolf Water Reclamation Facility Upgrades
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Nico Swart
Assistant Project Manager
602.319.8458
nswart@pcl.com

PCL CONSTRUCTION INC.

1711 W. Greentree Drive * Suite 201 * Tempe, AZ * 85284
Telephone: (480) 829-6333 * Fax: (480) 829-8252

PCL Construction, Inc.

CRX No.

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TOTAL DIRECT COSTS				\$ 117,927.68	(5) = (1)+(4)
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Allowance	LS	1	\$ 7,500.00	\$ 7,500.00	(11) NOT INCLUDED IN MARKUPS
TOTAL CHANGE ORDER				\$ 149,980.25	(12) = sum of (5) through (11)

Submitted by:	Nico Swart, APM	for PCL Construction, Inc.
Signature:		
Date:		

Accepted by:	
Consultant:	
Signature:	
Date	
Owner:	
Signature:	
Date:	

CITY COUNCIL REPORT

SUBJECT: Resolution 3579-819 - Amending the Council Rules of Procedure, Section 15 -
Pertaining to Boards, Commissions, and Committees

MEETING DATE: 8/26/2019

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Resolution 3579-819 amending the Council Rules of Procedure section 15, Boards, Commissions, and Committees, approving administrative changes to various Boards, Commissions, and Committees and authorize the Mayor, or City Manager and the City Clerk to execute the appropriate documents. The Council will take appropriate action.

BACKGROUND:Board, Commission, and Committee Name Changes:

The City Council Rules of Procedure related to Boards, Commissions, and Committees was last updated in 2011. Since that time, several Boards, Commissions, and Committees no longer exist or have been administratively consolidated. This is a request to provide administrative Board, Commission, and Committee name changes, bringing the City Council Rules of Procedure up-to-date.

Youth Commission:

If appointed by the public body, all appointed members are required to comply with Open Meeting Law. Within the current City Council Rules of Procedure, members of the Youth Commission are appointed by the public body and are therefore, required to meet the requirements of Open Meeting Law. This requirement restricts the youth and prevents open discussion among their peers. We are requesting the members of the Youth Commission be reclassified as a "Community Group" and appointed through a separate process. This change will allow the youth members to speak openly and freely on social media and at events, without the fear of violating Open Meeting Law. The Youth Advisory Board will continue to meet regularly and follow Robert's Rules of Order to conduct the scheduled meetings.

Voting Alternate Members:

Within the current City Council Rules of Procedure, Alternate Members are not permitted to vote unless there is a vacancy. At times, several Regular Members may be absent from a meeting and the Alternate Member could be used to constitute a quorum. The requested changes allow Alternate Members with voting rights if they are needed to constitute a quorum. With this change, the Alternate Member will not be permitted to vote if a quorum of Regular Members is not present.

DISCUSSION:

The City Clerk's Office is requesting several administrative changes to the Council Rules of Procedure relating to Boards, Commissions, and Committees. These requested changes are administrative in nature and do not

have a direct impact on our current processes with respect to Boards, Commissions and Committees.

Provided below is a list of the requested changes within the provided Resolution for approval:

- Removed the "Environmental Affairs Commission" and updated the commission name to reflect the "Energy, Environmental, and Natural Resources Commission".
- Removed the "Library Advisory Board" as it was consolidated with another board.
- Moved the "Board of Adjustment" from a regularly scheduled board to an unscheduled board as the board meets on an as-needed basis.
- Removed the "Personnel Board of Appeals" to align with the city's Policy and Procedures.
- Removed the "International Property Maintenance Code Board of Appeals" to align with City Code.
- Added the "Worker's Compensation Trust Board" to align with City Code.
- Added the "Judicial Advisory Board" to align with City Code.
- Removed the "Social Services Advisory Board" as it was consolidated with another board.
- Removed the "Citizen Corps Council" as the need of the council was fulfilled.
- Removing all references within the document. Updated the names of the "Fire Public Safety Personnel Retirement System Board" and the "Police Public Safety Personnel Retirement System Board".
- Removed the "Municipal Development Corporation" as the need of the corporation was fulfilled.
- Modified the "Youth Commission" as a community group (rather than a Council appointed Commission) to provide the youth members more flexibility with respect to Open Meeting Law. This change will allow the youth members the opportunity to speak freely on social media and at events, without the fear of violating Open Meeting Law.
- Updated the Alternate Member section to allow alternate members with the opportunity to vote if they are needed to constitute a quorum.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends approval of a Resolution amending the Council Rules of Procedure section 15, Boards, Commissions, and Committees, approving administrative changes to various Boards, Commissions, and Committees and authorize the Mayor, or City Manager and the City Clerk to execute the appropriate documents. The Council will take appropriate action.

RESOLUTION NO. 3579-819

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY COUNCIL RULES OF PROCEDURE RELATING TO BOARDS, COMMISSIONS, AND COMMITTEES.

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

SECTION 1. That the City of Avondale, City Council Rules of Procedure, Section 15, Boards, Commissions and Committees, is hereby amended as follows:

SECTION 15. BOARDS, COMMISSIONS AND COMMITTEES

The City Council may create such boards, commissions and committees as it deems necessary to assist in the conduct of the operation of City government.

15.1 REGULARLY SCHEDULED OR UNSCHEDULED BOARDS, COMMISSIONS AND COMMITTEES

A. All boards, commissions and committees of the City shall be classified as a regularly scheduled or unscheduled boards, commissions and committees. Regularly scheduled boards, commissions and committees are those that meet on a regularly scheduled basis or may be quasi-judicial in nature. Unscheduled boards, commissions and committees meet on an as called basis.

B. Regularly scheduled boards, commissions and committees include:

1. Planning Commission

~~2. Board of Adjustment~~

2. ENERGY, ENVIRONMENT, AND NATURAL RESOURCES COMMISSION

~~3. Environmental Affairs Commission (RES 2774-1008)~~

~~4. Library Advisory Board~~

3. 5. Municipal Arts Committee (RES 2507-05)

~~4. 6. Neighborhood And Family Services Commission (RES 2564-506)~~

5. 7. Parks And Recreation Advisory Board

~~8. Social Services Advisory Board (RES. 2446-04)~~

~~9. Youth Commission~~

C. Unscheduled boards, commissions and committees (Res 2803-209):

1. BOARD OF ADJUSTMENT

~~1. Personnel Board of Appeals~~

2. Capital Improvement Plan Citizens Committee

3. JUDICIAL ADVISORY BOARD

~~4. International Property Maintenance Code Board of Appeals (Res. 2446-04)~~

4. WORKER'S COMPENSATION TRUST BOARD

5. Risk Management Trust Fund Board (Res. 2446-04)
6. Public Safety Boards
 - ~~a. Citizen Corps Council~~
 - ~~a. b.~~ Corrections Officer Retirement Pension Board (RES 2762-808)
 - ~~b. c.~~ Fire PUBLIC SAFETY Personnel Retirement SYSTEM Pension Board
 - ~~c. d.~~ Police PUBLIC SAFETY Personnel Retirement SYSTEM Board
 - ~~d. e.~~ Volunteer Fire Department Pension Board

~~D. Other separate legal entities also address the needs of the city, including:~~

- ~~1. Industrial Development Authority~~
- ~~2. Municipal Development Corporation~~

D. OTHER COMMUNITY GROUP THAT ADDRESSES THE NEEDS OF THE CITY BUT ARE NOT CONSIDERED A PUBLIC BODY AND ARE NOT APPOINTED BY THE CITY COUNCIL, INCLUDING:

1. YOUTH ADVISORY COMMISSION

- E. Any board, commission or committee created shall cease to exist (i) upon the accomplishment of the special purpose for which it was created (ii) when abolished by a majority vote of the City Council or (iii) as dictated by the City Charter.

15.2 RECOMMENDATIONS FOR APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

- A. The Mayor may appoint a Council Subcommittee for Boards, Commissions and Committees Appointments. This Subcommittee shall be made up of three Council Members. The Mayor may appoint himself/herself to this subcommittee. If no such subcommittee is appointed, the entire City Council shall conduct interviews and appoint citizens to the various boards, commissions and committees.
- B. The purpose of this Council Subcommittee for Boards, Commissions and Committees Appointments is to interview applicants and recommend to the City Council possible candidates as described in 15.3.
- C. MEMBERS OF THE AVONDALE YOUTH ADVISORY COMMISSION ARE APPOINTED THROUGH AN INTERNAL DEPARTMENTAL PROCESS THAT HAS BEEN PREPARED BY THE NEIGHBORHOOD AND FAMILY SERVICES DEPARTMENT.

15.3 SELECTION OF BOARD, COMMISSION OR COMMITTEE MEMBERS

- A. A call for applications to fill vacant seats to boards, commissions and committees shall be duly published for at least two weeks via government access channel, newspaper advertising, website and other means as available to the City.
- B. Individuals applying for boards, commissions or committees must fill out and submit the City application form to the City Clerk. (Res 2803-209)
- C. The City Clerk will prepare materials and schedule an open meeting during which the Subcommittee on Boards, Commissions and Committees Appointments may conduct interviews in the format specified by the Council. (Res 2803-209)
- D. After review and consideration, the Council Subcommittee for Board, Commission and Committee Appointments shall deliberate and prepare recommendations for appointment. The City Clerk shall prepare a council report on behalf of the Subcommittee recommending council action to appoint members. (Res 2803-209)
- E. The City Clerk shall notify recommended applicants for the open seat(s) of the recommendation of the Council Subcommittee for Board, Commission and Committee Appointments that he/she is a candidate for appointment. The City Clerk shall request that recommended candidates be present when the recommendation is presented to the City Council as a scheduled Agenda item. (Res 2803-209)
- F. The City Clerk will notify the appointees as to their appointment and the next meeting date of the new member's board, commission or committee. Included in this notification is any official literature, agendas, minutes or other materials specific to the committee, board, or commission appointment. (Res 2803-209).
- ~~G. In the case of the Citizen Corps Council, all Citizen Members, all Alternate Members and the original Organization Members shall be selected according to the method prescribed in paragraphs (A) through (F) of this Section 15.3. After the selection of the original Organization Members, replacement Organization Members and Organization Members designated to fill newly-created seats on the Citizen Corps Council shall be selected by the remaining members of the Citizen Corps Council. (Res 2958-311)~~

15.4 QUALIFICATIONS FOR APPOINTMENTS; EMPLOYEES OR APPOINTED OFFICERS AS MEMBERS

- a. ~~Except for Organization Members of the Citizen Corps Council, a~~All members of boards, commissions and committees shall meet the following minimum qualifications upon their appointment to any board, commission or committee. Each member must be: (Res 2958-311)
 - 1. Eighteen years of age or older, except for members appointed to the Youth

~~Commission and~~ any board, commission or committee seats designated by City Council for youth representation.

2. An Avondale resident for at least one year, unless the City Council specifically designates to waives time or residency for a specific board, commission or committee.
 3. A registered voter, unless (a) the member is a youth MEMBER ~~commissioner~~ or (b) the registered voter requirement is waived as part of the City Council's appointment of the member. (Res 2803-209)
- b. ~~Except in the case of the Citizen Corps Council,~~ City employees or appointed officers shall not be eligible for appointment to any boards, commissions, and committees, EXCEPT FOR MEMBERS WHO ARE APPOINTED AS MAYOR'S DESIGNEE. STAFF but may be requested to provide staff support thereto. Council Members may serve on boards, commissions or committees unless the bylaws of such boards, commissions or committees state otherwise. (Res 2958-311)

15.5 TERMS, VACANCIES, REMOVAL

- A. ~~Except for Organization Members of the Citizen Corps Council, which may serve for unlimited durations,~~ All members of unscheduled boards, commissions and committees shall serve a term of up to three years, or until the board, commission or committee is dissolved, unless terms are specifically designated by City Council action, Charter language or Arizona Revised Statutes. (Res 2958-311)
- B. For those regularly scheduled boards, commissions and committees, the Member's terms of office shall be staggered so that when possible, no more than the number of members constituting a quorum of the Board, Commission or Committee shall expire in any single year; provided, however, that no staggering of terms shall be required for any board, commission or committee that will be in existence for a single term. (Res 2903-510)
- C. No individual may serve as a voting member on more than two regularly scheduled and one unscheduled board, commission and committee at one time. (Res 2803-209)
- D. A vacancy on a board, commission or committee shall be deemed to have occurred upon the following:
1. Death or resignation of a member of a board, commission or committee.
 2. A member ceasing to be an Avondale resident unless the City Council has provided that such member may be a non-resident.

3. Three consecutive unexcused absences by a member from board, commission or committee meetings.
 4. ~~Except for Organization Members of the Citizen Corps Council, which may serve for unlimited durations, a member serves two consecutive terms, except that a member shall remain seated until a successor is appointed and qualified. (Res 2903-510) (Res 2958-311)~~
- E. Any board, commission or committee regular or alternate member may be removed as a member of that board, commission or committee upon a vote of not less than five (5) Council Members for any cause as determined by the City Council. (Res 2903-510)
- F. Whenever a vacancy has occurred on one board, commission or committee and no alternate has been appointed as set forth in Section 15.6 below, ~~except for Organization Members of the Citizen Corps Council,~~ the Council Subcommittee for Board, Commission and Committee Appointments shall meet to recommend a candidate to complete the remainder of the term. Procedures described in 15.3 above will be used to generate applicants, interview applicants, and make a recommendation. In cases of a vacancy due to the expiration of a member's term, the member shall remain seated until a successor is appointed and qualified. ~~A vacancy of an Organization Members of the Citizen Corps Council shall be filled by the remaining members of the Citizen Corps Council.~~ (Res 2903-510) (Res 2958-311)
- G. An individual is limited to two consecutive appointments/reappointments to any one board, commission or committee; provided, however, that the time during which the individual is an alternate shall not count against this term limitation.
- H. An incumbent member of a board, commission or committee seeking reappointment shall submit a new application under the provisions set forth in Section 15.3 above and shall be considered for appointment by the City Council in the same manner as all other applicants for such position. (Res. 2342-03)

15.6 ALTERNATES

- a. The City Council may appoint alternates to serve on boards, commissions and committees in the event of vacancy. Such alternates may attend and participate in meetings of the board, commission or committee but shall not vote in such meetings EXCEPT AS PROVIDED IN SECTION B BELOW. ~~until such time as a vacancy has occurred and the alternate has filled such vacancy.~~ If the City Council appoints more than one alternate for a particular board, commission or committee, the City Council shall designate the alternates as first alternate, second alternate and so on such that immediately upon a vacancy occurring in a board, commission or committee, the first alternate shall fill such vacancy without the need for further City Council action. (Res 2903-510)

- b. AT A BOARD, COMMISSION, OR COMMITTEE MEETING WHERE A MAJORITY OF THE MEMBERS ARE NOT PRESENT AND THE ALTERNATE MEMBERS ARE PRESENT, THE ALTERNATE MEMBERS MAY BE COUNTED TO CONSTITUTE A QUORUM TO CONDUCT THE MEETING. THE ALTERNATE MEMBERS MAY ALSO VOTE AT THE MEETING. AT A COMMISSION MEETING WHERE A MAJORITY OF THE MEMBERS ARE PRESENT TO CONSTITUTE A QUORUM, THE ALTERNATE MEMBERS WILL NOT COUNT TOWARDS THE QUORUM AND MAY NOT VOTE AT THE MEETING. THE CHAIR SHALL DECIDE WHICH ALTERNATE MEMBER BE SELECTED, GIVING THE MEMBER WITH THE LONGEST TENURE FIRST PREFERENCE.

15.7 APPLICABILITY OF THE ARIZONA OPEN MEETING LAW

All boards, commissions and committees are subject to the Arizona Open Meeting Law WITH THE EXCEPTION OF THE YOUTH ADVISORY COMMISSION AS THEY ARE NOT APPOINTED BY THE MAYOR WITH THE APPROVAL OF THE CITY COUNCIL.

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

PASSED AND ADOPTED by the Council of the City of Avondale, August 26, 2019.

Kenneth Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

CITY COUNCIL REPORT

SUBJECT: Resolution 3580-819 - Avondale Municipal Art Committee Bylaws

MEETING DATE: 8/26/2019

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Resolution 3580-819 amending the bylaws of the Avondale Municipal Art Committee to modify the requirements of the Ex-Officio member. The Council will take appropriate action.

BACKGROUND:

The Avondale Municipal Art Committee was first established in 2005 in order to develop the city's public art program. The committee's bylaws were most recently updated on April 17, 2017, clarifying the process by which Ex-Officio member is appointed, amending the meeting frequency and clarifying the role of an alternate member in the absence of a quorum.

For the past several months, there has been a vacancy for an Ex-Officio member of the Western Avenue Business and Arts District. Staff has made several attempts to fill this position but has been unsuccessful in obtaining an interested and qualified candidate. On March 27, 2019, the Council Subcommittee on Boards, Commissions, and Committees requested staff broaden the requirements of the Ex-Officio member, allowing for an Art Teacher to fill the requirement. On July 23, 2019, the Municipal Art Committee agreed with the Subcommittee and approved a revision to the bylaws, adding an Art Teacher requirement for the Ex-Officio member.

DISCUSSION:

The Municipal Art Committee members requested the Ex-Officio Art Teacher be a teacher at a school within the City of Avondale, allowing for art teachers at schools outside of City of Avondale be considered at the discretion of the City Council Subcommittee on Boards, Commissions, and Committees. The revised language will read as follows:

Original Language:

Number of Committee Members. The Committee shall be composed of seven regular members (collectively, the "Members"). The Committee shall also have one alternate member ("Alternate Member") and two standing ex-officio members, who shall be representatives from the West Valley Arts Council and the Western Avenue Business and Arts District ("Ex-Officio Members"). The Alternate Member and Ex-Officio Members shall attend and may participate in Committee meetings, but shall not be authorized to vote at any Committee meeting, except as provided in Section V(E) below.

Revised Language:

The Committee shall be composed of seven regular members (collectively, the “Members”). The Committee shall also have one alternate member (“Alternate Member”) and two standing ex-officio members, who shall be representatives from the West Valley Arts Council, the Western Avenue Business and Arts District, or **a current Art Teacher of a school within the City of Avondale** (“Ex-Officio Members”). **Art Teachers of schools outside of the City of Avondale may be considered upon approval by the Council**

Subcommittee for Boards, Commission and Committee. The Alternate Member and Ex-Officio Members shall attend and may participate in Committee meetings, but shall not be authorized to vote at any Committee meeting, except as provided in Section V(E) below.

If approved, the City Clerk's Office will conduct the appropriate outreach and notify each school within the City of Avondale of the opportunity.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends adoption of a resolution amending the bylaws of the Avondale Municipal Art Committee to modify the requirements of the Ex-Officio member.

RESOLUTION NO. 3580-819

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE MUNICIPAL ART COMMITTEE BYLAWS.

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

SECTION 1. The City of Avondale Municipal Art Committee Bylaws, Amended and Restated August 26, 2019 (the "Bylaws"), are hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, August 26, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3580-819
[Bylaws]
See following pages.

**CITY OF AVONDALE
MUNICIPAL ART COMMITTEE
BYLAWS
Amended and Restated August 26, 2019**

I. Name. The name of this organization shall be the *Avondale Municipal Art Committee* (the "Committee").

II. Powers and Duties of the Committee. The Committee shall:

A. Develop program guidelines and procedures and advise the City Council and City staff on matters and issues pertaining to the acquisition, maintenance and disposition of works of art, public art displays, monuments and memorials. This includes, but is not limited to, administering a public arts program, planning community arts events in conjunction with City Staff and maintaining an inventory of the City's public art. The Committee shall submit all projects that will require capital expenditures (a "Capital Project") to the City Council for conceptual approval before committing the funds. The Committee will then bring to the City Council a final recommendation on the Capital Project and its placement.

B. Administer the Municipal Arts Fund in carrying out program objectives established by the Committee. At the discretion of the City Council, an amount up to 1/2% of the General Funds transferred to the Capital Improvement Budget may be deposited in the Municipal Arts Fund annually through the budget process.

C. Set long-range program goals with an annual work plan for the Committee.

D. Recommend to the City Council the placement of publicly funded art, gifts or temporary use of loaned art and memorials and/or monuments.

E. Promote and advocate for the arts and other cultural activities including special cultural events.

F. Recommend to the City Council funding sources and possible grant opportunities pertaining to the arts.

G. Support the City Council goals and be consistent with the City's Strategic Plan, Priority Areas and General Plan.

III. Membership and Composition.

A. Number of Committee Members. The Committee shall be composed of seven regular members (collectively, the "Members"). The Committee shall also have one alternate member ("Alternate Member") and two standing ex-officio members, who shall be representatives from the West Valley Arts Council, the Western Avenue Business and Arts District, or a current Art Teacher of a school within the City of Avondale ("Ex-Officio Members"). Art Teachers of schools outside of the City of Avondale may be considered upon approval by the Council Subcommittee for Boards, Commission and Committee. The Alternate Member and Ex-Officio Members shall attend and may participate in Committee meetings, but shall not be authorized to vote at any Committee meeting, except as provided in Section V(E) below.

B. Membership Eligibility and Appointment. Each of the Members and the Alternate Member shall be Avondale residents and shall meet all eligibility criteria as outlined in the City Council Rules of Procedure. The Ex-Officio Members need not be residents of Avondale. The Committee welcomes both artists and patrons of the arts as Members or the Alternate Member. Appointment of Members, the Alternate Member, and Ex-Officio Members shall be conducted according to the City Council Rules of Procedure.

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

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

E. Vacancy. Any vacancy on the Committee shall be filled for the unexpired term by the Alternate Member if one has been appointed by the City Council pursuant to the City Council Rules of Procedure. If the Alternate Member has not been appointed, the position shall remain vacant until a new Member is appointed by the City Council to fill the vacancy. In cases of a vacancy due to the expiration of a Member's term, the Member shall remain seated until a successor is appointed.

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

G. Removal. Any Member, the Alternate Member or any Ex-Officio Member may be removed upon a vote of not less than five City Council members for any cause as determined by the City Council in its sole discretion; provided, however, that in the case of removal of a Member, an Ex-Officio Member or the Alternate Member due to excessive absences, it shall be assumed that said Member, Ex-Officio Member or Alternate Member has chosen to forfeit his or her seat on the Committee.

IV. Committee Officers and Staff.

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

B. Duties of the Chairperson and Vice-Chairperson. The Chairperson shall (i) preside at all Committee meetings, (ii) decide all points of order and procedure, (iii) appoint subcommittees if necessary and coordinate the work of the subcommittees, (iv) serve as a representative of the Committee to other governmental units on such matters as have been approved and designated by the Committee and (v) perform any duties as required by law,

ordinance or these Bylaws. The Chairperson shall have the right to vote on all matters before the Committee and shall have the right to make or second motions in the absence of a motion or a second. The Vice-Chairperson shall act as an aid to the Chairperson and shall perform the duties of the Chairperson in his or her absence or inability to serve. In the absence of the Chairperson and the Vice-Chairperson, the City Staff Liaison shall call the meeting to order and a simple majority of the Members then present shall select an acting Chairperson for the meeting. If the Members present are unable to select an acting Chairperson, the City Staff Liaison shall act as the Chairperson for the meeting but without voting privileges.

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

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

E. City Staff Liaison. An Assistant City Manager or authorized designee shall serve as the City Staff Liaison to furnish support to the Committee as requested or as required to advise and furnish professional and technical advice.

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

V. Committee Meetings.

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

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

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

D. Quorum. A majority of the Committee Members present at a meeting shall constitute a quorum. A majority vote of those Members present shall be required to take official action. No action shall be taken at any meeting in absence of a quorum, except to adjourn the meeting to a subsequent date. The Alternate Member and the Ex-Officio Members may not vote at any Committee meeting, except as provided in Section V(E) below.

E. Alternate Member Quorum. At a Committee meeting where a majority of the Members are not present and the Alternate Member is present, the Alternate Member may be counted to constitute a quorum to conduct the meeting. The Alternate Member may also vote at

the meeting. At a Committee meeting where a majority of the Members are present to constitute a quorum, the Alternate Member will not count towards the quorum and may not vote at the meeting.

F. Agenda. The agenda shall be prepared by the City Staff Liaison, reviewed by the Chairperson and posted no less than 24 hours before the Committee meeting in accordance with the Arizona Open Meeting Law.

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

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

VI. Special Committees. The Committee may create special subcommittees for specific purposes as it deems necessary. Such subcommittees shall automatically dissolve when their work is completed and after their final reports have been accepted by the Committee.

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

CITY COUNCIL REPORT

SUBJECT: Resolution 3583-819 – Intergovernmental Agreement with Maricopa County Sheriff's Office for the Sworn Basic Training Academy

MEETING DATE: 8/26/2019

TO: Mayor and Council

FROM: Dale Nannenga, Chief of Police 623-333-7207

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Resolution 3583-819 authorizing an Intergovernmental Agreement with the Maricopa County Sheriff's Office (MCSO) to utilize their sworn basic training academy for the training of new police recruits and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Currently, the Avondale Police Department sends newly hired police recruits to the Phoenix Regional Police Academy (PRPA). Over the past several years, PRPA has reduced the number of recruit classes that are available to outside agencies. In the upcoming year 2020, PRPA has reduced the number of basic training academies open to outside agencies to only two academy classes. In 2018, six academy classes were available to outside agencies and in 2019 there were only four academies available for us to send police recruits to. To keep up with the demand to fill new positions as well as maintaining the authorized number of officers, the police department will need to find other options for recruits to attend a police academy class.

DISCUSSION:

The proposed IGA establishes an agreement and a process for the police department to send newly hired recruits to the MCSO sworn basic training academy. This academy is a fully accredited academy, and meets the guidelines and standards set by the Arizona Police Officers Standards of Training. Being able to also utilize the Maricopa County Sheriff's Office academy along with the Phoenix Regional Police Academy, will allow the Avondale Police more options to fill vacancies in a more timely manner.

BUDGET IMPACT:

The Avondale Police Department would pay the Maricopa County Sheriff's Office a \$500.00 registration fee for each police recruit. This cost would be paid from the department's training budget 101-6115-00-6520 and no new funding is required.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing an Intergovernmental Agreement with the Maricopa County Sheriff's Office allowing the police department to send new police recruits to their sworn basic training academy.

RESOLUTION NO. 3583-819

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY REGARDING MARICOPA COUNTY SHERIFF'S OFFICE BASIC TRAINING ACADEMY.

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

SECTION 1. The Intergovernmental Agreement with Maricopa County, a political subdivision, on behalf of the Sheriff's Office ("MCSO"), relating to participation in MCSO's Sworn Basic Training Academy (the "Agreement") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 26, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3583-819

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
MARICOPA COUNTY and CITY OF AVONDALE
REGARDING MARICOPA COUNTY SHERIFF'S OFFICE
BASIC TRAINING ACADEMY**

C-50-____-____-3-00

This INTERGOVERNMENTAL AGREEMENT (IGA) is entered into by and between MARICOPA COUNTY, a political subdivision of the State of Arizona on behalf of the SHERIFF'S OFFICE, "MCSO," and the CITY OF AVONDALE collectively referred to as the Parties. Under A.R.S. § 11-952, which authorizes public agencies to enter into Intergovernmental Agreements, the Parties enter into this IGA regarding City of Avondale's participation in MCSO's Sworn Basic Training Academy.

Whereas MCSO offers Sworn Officer Basic Training Academies on an as-needed basis and generally has space for additional participants and

Whereas the City of Avondale does not have its own training academy and its sworn employee recruits are required to be trained according to the State of Arizona Peace Officer Standard Training (AZPOST).

Therefore, Maricopa County on behalf of the MCSO and the City of Avondale enter into the following Agreement effective September 1, 2019 through June 30, 2021 upon Maricopa County Board of Supervisor approval.

The MCSO:

1. Will provide training space as available for CITY OF AVONDALE recruit officers to attend scheduled Sworn Basic Training Academies.
2. Reserves the right in its sole discretion to decide whether the CITY OF AVONDALE recruits maintain the academic standings necessary to continue in the Academy class.
3. Retains the right, in its sole discretion, to dismiss any recruit for training, academic, ethical or disciplinary standards applicable to all sworn officer training academy participants.
4. Will provide CITY OF AVONDALE original individual training records for each CITY OF AVONDALE recruit upon completion of the MCSO Academy or termination of the recruit's attendance at the MCSO Academy. MCSO will maintain records of lesson plans, class rosters, and other documentation common to the class as a whole consistent with the requirements of State law.
5. Will treat CITY OF AVONDALE recruits in the same manner as MCSO recruits for purposes of training, academics, ethics and discipline.
6. Will require CITY OF AVONDALE to investigate CITY OF AVONDALE recruits should a situation arise for an Internal Affairs Investigation concerning the actions of a CITY OF AVONDALE recruit.
7. Will bill CITY OF AVONDALE Department a non-refundable registration in the amount of \$500, payable to Maricopa County, per CITY OF AVONDALE registrant after the first full day of the academy.

The CITY OF AVONDALE:

1. Understands and agrees that the curriculum will consist of the standard MCSO training program for MCSO, including MCSO's policies and procedures.
2. Will provide worker's compensation insurance, salary, benefits, weapons, ammunition and uniforms for CITY OF AVONDALE recruits.
3. Agrees to pay MCSO within 30 days of receipt of invoice.

The Parties agree:

1. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this IGA, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
2. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the right and obligations of the parties shall be only those expressly set forth in this Agreement
3. Each party to this Agreement warrants compliance with the Immigration and Nationality Act (INA using E-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). Each party shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the other party upon request. These warranties shall remain in effect through the term of this Agreement. Each party and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under this Agreement and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV. Each party retains the legal right to inspect contractor and subcontractor employee documents performing work under this Agreement to verify compliance with this Agreement. Each party and its subcontractors shall be given reasonable notice of the other party's intent to inspect and shall make the documents available at the time and date specified. Should either party find that the other party or any of its subcontractors are not in compliance; such non-compliance may be considered a material breach of this Agreement and may pursue any and all remedies allowed by law. Nothing set out herein shall make any subcontractor an agent or employee of either party.
4. Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local government's whether or not specifically referenced herein. The Parties agree that there will be no discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work, and services performed under the terms of any contract ensuing from this engagement. The Parties will comply with the Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

5. In accordance with A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be retained and subject at all reasonable times to inspection and audit by the State of Arizona for six (6) years after completion of this Agreement. Upon request, Party shall produce original of any and all such records.
6. Any litigation arising from the agreement or the performance thereof will be decided in the federal or state courts of Maricopa County unless otherwise agreed to between the Parties. The laws of the State of Arizona shall govern the construction and interpretation of this IGA. This Agreement is subject to the provisions of A.R.S. § 12-1518 relating to the use of arbitration.
7. This IGA may be amended only by the mutual written consent of authorized representatives for all Parties and requires Board approval.
8. This IGA may be terminated at any time by either Party by mailing the other Party written notice of termination by certified mail two (2) months in advance of the requested date of termination. In the event that a Party decides to terminate this IGA, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms. The Parties agree that any such termination shall not become effective with respect to the current recruits then enrolled in a training rotation until the recruits' training is completed, provided that MCSO continues to have sufficient staffing and other resources to continue the training until that date.
9. Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.
10. This IGA is effective when signed by the Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
11. This document is the complete and exclusive statement of understanding between the parties, and it supersedes all proposals, oral or written, and other documents or communications between the parties relative to the subject matter herein covered, unless such documents or communications are specifically included by reference.

12. Any notice to be given under this IGA shall be sent to the Parties listed below.

If to MCSO:

Deputy Chief, MCSO BIO, CID
Maricopa County Sheriff's Office
550 W Jackson, 5th Floor
Phoenix, AZ 85003

If to CITY OF AVONDALE:

Lieutenant Michael Sgrillo
City of Avondale Police Dept
11485 W. Center Drive
Avondale, AZ 85323

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date of the last signature set forth below.

City of Avondale

MARICOPA County, a political subdivision
of the State of Arizona

BY:

BY:

Date
Mayor

Date
Bill Gates
Chairman

ATTEST:

ATTEST:

Date
City Clerk

Date
Fran McCarroll
Clerk of the Board

City of Avondale Police

Maricopa County Sheriff

BY:

BY:

Date
Chief of Police

Date
Paul Penzone
Sheriff

Approved as to form:

Approved as to form:

Date
City Attorney

Date
Deputy County Attorney

CITY COUNCIL REPORT

SUBJECT: Resolution 3581-819 and 3582-819 - Drought Contingency Plan Agreements

MEETING DATE: 8/26/2019

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, (623) 333-4410

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to: (a) adopt Resolution 3581-819 authorizing an intergovernmental agreement with the City of Peoria, the Maricopa-Stanfield Irrigation and Drainage District and the Arizona Department of Water Resources relating to the Lower Basin Drought Contingency Plan Water Storage; (b) adopt Resolution 3582-819 authorizing an intergovernmental agreement with the City of Chandler, the City of Goodyear, the City of Peoria, The City of Phoenix, the City of Scottsdale, the City of Tucson, Freeport Minerals Corporation and Epcor Water Arizona inc., relating to the Lower Basin Drought Contingency Plan Long Term Storage Credit Exchange; and (c) authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

The Colorado River Watershed is located within seven states and divided into Upper basin states of Colorado, New Mexico, Utah and Wyoming, and the Lower Basin states of Arizona, Nevada and California. The seven states have been operating under the Colorado River Interim Guidelines since 2007. While these guidelines addressed shortage scenarios on the Colorado River at the reservoirs of Lake Powell and Lake Mead, they were not protective enough to prevent the water elevation at Lake Mead from continuing to reduce due to the ongoing and extended regional drought. For the past several years, the Lower basin states have been engaged in discussions about shortage sharing and reducing the risk that the lake falls to Deadpool elevation (where electric generation is stopped, and water delivery is uncertain) and created the Lower Basin Drought Contingency Plan (DCP). DCP's directive is for the lower basin states and Mexico to share in the cuts of water deliveries by agreeing to forego water deliveries and instead leave it in Lake Mead.

The DCP is a result of years of negotiations between all Colorado River water users in the Lower Basin and directs the Secretary of the Interior to reduce deliveries from Lake Mead by defining the shortage triggers based upon the elevation of the lake above sea level. At Tier Zero, the lake elevation is at or below 1090', Tier 1 the elevation is 1075', Tier 2a the elevation is 1050', Tier 2b the elevation is 1045', Tier 3 the elevation is 1025', and below 1025' is the Protect Tier, where the Secretary of the Interior will intervene in the deliveries from the Lake. The benefit of reducing deliveries while the lake is at a higher elevation include more water left in the lake for a longer duration and staving off the worst-case scenario of the lake elevation going below 1025', or Deadpool with no deliveries. Another important strategy of adopting the DCP was to engage California, Nevada, and Mexico in sharing in the reductions in delivery due to a lowering lake elevation, as well as agreeing to forebear or voluntarily leave water in Lake Mead which is called Intentionally Created Surplus (ICS).

Once the DCP framework was established, the Arizona Department of Water Resources (ADWR) and the Central Arizona Water Conservation District (CAP) initiated the Arizona Implementation Steering Committee (Steering Committee) to address ways of handling cuts in Colorado River Water allocations within Arizona and specifically within the CAP service area. The Steering Committee was comprised of over 40 representatives from throughout the state representing a wide scope of interest including four municipal water providers: Goodyear, Phoenix, Scottsdale, and Tucson. From July 2018 through February 2019, the Steering Committee met in full and in several working groups multiple times a month to determine how cuts were to be implemented throughout the state. The most contentious part of the discussions involved cuts to agriculture, primarily in Pinal County, due to the lower priority rights of agricultural water and how to mitigate agricultural users. A final compromise solution was agreed upon by the Steering Committee in January and presented to the State Legislature, who approved authorization for the DCP and the Governor signed the bill on January 31, 2019. DCP was then submitted to Congress and it was signed and sent to the President's desk for signature April 8th, 2019.

DISCUSSION:

Avondale has been recharging its Colorado River Water (CAP water) with recharge partners located within the Phoenix Active Management Area (AMA), which is where Avondale's service area is located, for over a decade. Through the recharge process, the City earns Long Term Storage Credits (LTSC) for every acre foot of water recharged which are used to offset groundwater pumping, Avondale's Designation of a 100 year Assured Water Supply (DAWS), and for drought reserve. Through DCP, the Municipal, Industrial, and Indian water subcontractors have agreed to enter into recharge agreements with agricultural communities in Pinal County and Harquahala Valley Irrigation District. Should the Federal Government issue an official declaration of shortage, the City will recharge 3,500 acre-feet per year for up to three years of its CAP water allocation, within the agricultural communities of Maricopa-Stanfield Irrigation and Drainage District (MSIDD) in Pinal County. The City will continue to earn LTSC's for any water recharged under this agreement. Since the City will be recharging with irrigation districts outside of the Phoenix AMA, a credit exchange agreement with Arizona Water Banking Authority (AWBA) will allow for the City to earn LTSC's in the Phoenix AMA for every acre-foot stored in the Pinal County AMA at a one to one basis.

In order to implement the DCP in Arizona, each CAP subcontractor including the City of Avondale, will need to have their Council approve agreements specific to their municipality. The two agreements necessary for Avondale are:

1. The Water Storage Agreement with the City of Avondale, City of Peoria, and the Maricopa-Stanfield Irrigation and Drainage District will allow the City of Avondale to recharge 3,500 acre-feet/year of CAP water at the District from execution through Dec 31, 2022.
2. The LTSC Exchange Agreement with the City and the Arizona Water Banking Authority will allow for the LTSC's earned by the City through recharge water in the Pinal County AMA to be exchanged with LTSC's earned in the Phoenix AMA, allowing the City to recover them within the service area, from execution through Dec. 31, 2026.

The DCP will be in effect from execution through Dec 31, 2026, which coincides with the sunset of the Interim Guidelines, at which time both the United States, the Upper Basin and Lower Basin states and Mexico will renegotiate and implement a longer-term plan.

BUDGET IMPACT:

There is no budgetary impact by signing these agreements.

RECOMMENDATION:

Staff recommends that City Council adopt a resolution authorizing an intergovernmental agreement among the City of Avondale, the City of Peoria, The Maricopa-Stanfield Irrigation and Drainage District and the

Arizona Department of Water Resources relating to Lower Basin Drought Contingency Plan Water Storage., adopt a resolution authorizing an agreement between the City of Avondale, the City of Chandler, the City of Goodyear, the City of Peoria, The City of Phoenix, the City of Scottsdale, the City of Tucson, Freeport Minerals Corporation and Epcor Water Arizona inc., relating to Lower Basin Drought Contingency Plan Long Term Storage Credit Exchange, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

RESOLUTION NO. 3582-819

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AGREEMENT BETWEEN THE ARIZONA WATER BANKING AUTHORITY AND THE CITY OF AVONDALE, THE CITY OF CHANDLER, THE CITY OF GOODYEAR, THE CITY OF PEORIA, THE CITY OF PHOENIX, THE CITY OF SCOTTSDALE, THE CITY OF TUCSON, FREEPORT MINERALS CORPORATION AND EPCOR WATER ARIZONA, INC., RELATING TO THE LOWER BASIN DROUGHT CONTINGENCY PLAN IMPLEMENTATION PLAN AGREEMENT TO EXCHANGE LONG TERM STORAGE CREDITS.

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

SECTION 1. The Lower Basin Drought Contingency Plan Implementation Plan: Agreement to Exchange Long-Term Storage Credits between the Arizona Water Banking Authority and the City of Avondale, the City of Chandler, the City of Goodyear, the City of Peoria, the City of Phoenix, the City of Scottsdale, the City of Tucson, Freeport Minerals Corporation and Epcor Water Arizona, Inc. (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A.

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 take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 26, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael S. Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3582-819

[Agreement]

See following pages.

**LOWER BASIN DROUGHT CONTINGENCY PLAN (“LBDCP”) IMPLEMENTATION PLAN:
AGREEMENT TO EXCHANGE
LONG-TERM STORAGE CREDITS
BETWEEN
ARIZONA WATER BANKING AUTHORITY
AND
CITY OF AVONDALE; CITY OF CHANDLER; CITY OF GOODYEAR; CITY OF PEORIA; CITY OF PHOENIX; CITY
OF SCOTTSDALE; CITY OF TUCSON; FREEPORT MINERALS CORPORATION; AND EPCOR WATER
ARIZONA INC.**

1. PARTIES:

This LBDCP Implementation Plan: Agreement to Exchange Long-Term Storage Credits (“LTSC Exchange Agreement”) is made this ____ day of _____, 2019, between the respective undersigned Cities, which are political subdivisions of the State of Arizona that are located in the Phoenix Active Management Area (“AMA”) or the Tucson AMA (each, a “City” or, collectively, the “Cities”), Freeport Minerals Corporation, a Delaware corporation, and EPCOR Water Arizona Inc., an Arizona corporation (collectively the “Storing Parties”), and the Arizona Water Banking Authority (“AWBA”), an authority established under Chapter 14, Title 45 of the Arizona Revised Statutes, added by Law 1996, Ch. 308, § 16, effective April 30, 1996, each individually a “Party” and collectively “Parties.”

2. RECITALS:

- 2.1 The Director of the Arizona Department of Water Resources (“ADWR”), acting on behalf of the State of Arizona (“Arizona”) is intended to be a party to the Lower Basin Drought Contingency Plan (“LBDCP Agreement”), which is designed to address falling elevations in Lake Powell and Lake Mead.
- 2.2 The Cities are municipal corporations that operate municipal utilities and serve water to customers within their service area. The Cities are legally entitled to Central Arizona Project (“CAP”) water through various contracts and agreements with the Central Arizona Water Conservation District and other parties.
- 2.3 Freeport Minerals Corporation (“FMC”) is an international mining company that currently operates several mines in Arizona. FMC is legally entitled to CAP water through various contracts and agreements with the Central Arizona Water Conservation District and other parties.
- 2.4 EPCOR Water Arizona Inc. (“EPCOR”) is a water and wastewater utility company servicing multiple Arizona counties. EPCOR is legally entitled to CAP water through various contracts and agreements with the Central Arizona Water Conservation District and other parties.

- 2.5 AWBA is a State entity, established pursuant to A.R.S. § 45-2421 *et seq.*, to coordinate the storage and recovery of Arizona's otherwise unused entitlement to Colorado River water.
- 2.6 In connection with the LBDCP Agreement, various Arizona parties are entering into agreements and arrangements that, taken together, are intended to partially "mitigate" the impacts of the LBDCP Agreement on lower-priority CAP water users as the LBDCP Agreement is implemented (the "Arizona DCP Implementation Framework"). This Exchange Agreement addresses a portion of the mitigation water that would be delivered under the Arizona DCP Implementation Framework, specifically the storage of certain volumes of CAP water by the Storing Parties.
- 2.7 Under agreements with certain CAP agricultural districts, the Storing Parties would store some of their CAP water at Groundwater Savings Facilities ("GSFs") during Tier 1 Shortage Conditions and Tier 2a Shortage Conditions, if such condition(s) occur during 2020, 2021, and 2022. Pursuant to the Arizona DCP Implementation Framework, these storage deliveries would provide a portion of the 105,000 acre-feet of mitigation water that agricultural users would receive under a Tier 1 Shortage Condition, and the 70,000 acre-feet of mitigation water that agricultural users would receive under a Tier 2a Shortage Condition, while allowing the Storing Parties to accrue Long-Term Storage Credits ("LTSCs").
- 2.8 As the Storing Parties have no ability to directly utilize LTSCs generated in connection with the storage activities described in Paragraph 2.7, the AWBA, as authorized under A.R.S. § 45-2457.01, has agreed to exchange on a one-for-one basis a limited number of LTSCs, as described in **Exhibit A**, generated by the Storing Parties in the Pinal Active Management Area (AMA) for LTSCs held by the AWBA which may be recovered in another AMA.
- 2.9 Facilitating the exchanges described in Paragraph 2.8, the Parties recognize that under A.R.S. § 45-2457.01(D) exchanges of LTSCs in accordance with A.R.S. § 45-2457.01 are exempt from any fee established by ADWR for an assignment of LTSCs pursuant to A.R.S. § 45-854.01.
- 2.10 The Parties' ability and willingness to enter into this Agreement are contingent upon signature by the Director of ADWR of the Lower Basin Drought Contingency Plan Agreement.

3. AGREEMENT:

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:

4. INCORPORATION OF RECITALS:

The Recitals listed above are hereby incorporated into and expressly made a part of this LTSC Exchange Agreement.

5. DEFINITIONS:

In addition to the definitions set forth in A.R.S. Title 45, as used in this LTSC Exchange Agreement, the following terms, when capitalized, shall mean:

- 5.1 “Long-Term Storage Credit Transfer Form” means the form, as approved by ADWR, to evidence and effectuate, when signed by both the assignor and the assignee, the assignment of Long-Term Storage Credits pursuant to A.R.S. § 45-854.01 and more specifically this LTSC Exchange Agreement.
- 5.2 “Storage Agreements” means the various Agreements for Water Storage executed between the Storing Parties and the corresponding agricultural districts to implement the delivery of CAP water by the Storing Parties as described in Paragraph 6.1 of this Agreement.
- 5.3 “Storage Deliveries” means the delivery of CAP water by the Storing Parties as described in Paragraph 6.1 of this Agreement.
- 5.4 “Tier 1 Shortage Condition” means a calendar year for which the water elevation behind Hoover Dam is projected on January 1 of that year to be below 1,075 feet, but above 1,050 feet, and during which the Secretary of the Interior has determined that a Tier 1 shortage condition will exist under the LBDCA Agreement. For the purpose of this definition, “projected on January 1” means the projection based on the 24-Month Study that is conducted in August of the previous year. The 24-Month Study is the operational study that reflects the current Annual Operating Plan that is updated each month by Reclamation to project future Colorado River reservoir contents and releases.
- 5.5 “Tier 2a Shortage Condition” means a calendar year for which the water elevation behind Hoover Dam is projected on January 1 of that year to be below 1,050 feet, but above 1,045 feet, and during which the Secretary of the Interior has determined that a Tier 2a shortage condition will exist under the LBDCA Agreement. For the purpose of this definition, “projected on January 1” shall have the same meaning set forth in Paragraph 5.4 above.

6. RECIPROCAL TRANSFER OF LONG-TERM STORAGE CREDITS:

- 6.1 Transfer by Parties. Pursuant to the Arizona DCP Implementation Framework, it is anticipated that each of the Storing Parties will be delivering CAP water for storage in various GSFs located in the Pinal AMA as described in **Exhibit A**, thus generating LTSCs in the Pinal AMA. Subject to the terms of this LTSC Exchange Agreement, once such LTSCs have been issued to each Storing Party, each Storing Party may elect to transfer and assign such LTSCs to the AWBA, and AWBA shall accept such transfer and assignment in accordance with A.R.S. § 45-2457.01, up to the limits described in **Exhibit A**.
- 6.2 Reciprocal Transfer by AWBA. AWBA agrees that, in consideration for any and all LTSCs transferred to it by a Storing Party from the Pinal AMA pursuant to Paragraph 6.1,

AWBA shall transfer and assign an equal number of LTSCs held by AWBA in the Phoenix AMA (for FMC and all Storing Parties located in the Phoenix AMA) or the Tucson AMA (for Storing Parties located in the Tucson AMA), provided that AWBA shall not be required to transfer a cumulative volume of LTSCs to any Storing Party that is greater than the amount listed under “Total LTSCs Generated/Eligible for AWBA Exchange” for that Storing Party in **Exhibit A**.

6.2.1 In the event that AWBA determines that a requested transfer would exceed such volume, AWBA will notify the Storing Party of the same within 30 days of that Storing Party’s submitting its Long-Term Storage Credit Transfer Form to AWBA for review pursuant to Paragraph 6.3, and identify the amount of LTSCs that remain available for transfer to that Storing Party.

6.2.2 If the Director of ADWR (“Director”) notifies the Parties that an additional quantity of mitigation water will be made available within the CAP system during 2020, 2021, and/or 2022 that: (a) was not planned as a supply of mitigation water in the Arizona DCP Implementation Framework,) as of the date of execution of this Agreement; (b) is intended to substitute for a portion of the Storage Deliveries in order to reduce the amount of LTSCs that would otherwise be required to be transferred and assigned by AWBA to the Storing Parties under Paragraph 6.2; and (c) can be delivered for use within the CAP system in a manner consistent with the Arizona DCP Implementation Framework, without any increase in cost to the receiving agricultural district(s) and without reducing net storage in Lake Mead; then upon notification to any proposed affected Storing Part(ies) and the corresponding agricultural district(s), the Director may, acting in the Director’s capacity as the chairperson of the AWBA, reduce the number of credits available for exchange, in order to allow the substitution of such mitigation water for a proportionate volume of the Storage Deliveries. Such notification must be made to a Storing Party no later than August 1 for water deliveries scheduled to occur in the following year.

6.3 Documentation and Filing of Transfers. The transfers and assignments of LTSCs between each Storing Party and AWBA pursuant to Paragraphs 6.1 and 6.2 shall be undertaken via appropriate filings with ADWR. To initiate each transfer, the Storing Party seeking to exchange LTSCs with AWBA pursuant to this LTSC Exchange Agreement will complete and execute a Long-Term Storage Credit Transfer Form indicating the volume of LTSCs that the Storing Party will be transferring to AWBA in accordance with Paragraph 6.1, and shall transmit such forms to AWBA for its review. AWBA will then complete and execute a Long-Term Storage Credit Transfer Form indicating the corresponding volume of Phoenix or Tucson AMA LTSCs that AWBA will be transferring to that Storing Party in accordance with Paragraph 6.2, and shall transmit such forms to that Storing Party for its review and execution, whereafter that Storing Party will return the executed form to AWBA. AWBA will then file each of the completely executed forms with ADWR under a cover letter identifying them as a reciprocal transfer of LTSCs in accordance with the terms of this LTSC Exchange Agreement, and with a copy to the corresponding Storing Party. Each Storing Party and AWBA will cooperate in good faith to promptly undertake

and complete all required documentation and filings necessary to accomplish the transfers and assignments of LTSCs anticipated by this LTSC Exchange Agreement.

- 6.4 Fees. Pursuant to A.R.S. § 45-2457.01(D) exchanges of LTSCs in accordance with A.R.S. § 45-2457.01 are exempt from any fee established by ADWR for an assignment of LTSCs pursuant to A.R.S. § 45-854.01.

7. EFFECTIVE DATE AND TERM:

- 7.1 Effective Date as to Each Party. This LTSC Exchange Agreement shall be effective as to the AWBA upon the signature of its duly authorized representative. This LTSC Exchange Agreement shall be effective as to each respective Storing Party upon the signature of the duly authorized representative of that Storing Party. It is the expectation of the Parties that AWBA will execute this LTSC Exchange Agreement first.
- 7.2 Drought Contingency Plan Prerequisite. Notwithstanding the provisions of Paragraph 7.1, the Parties agree that no transfer of LTSCs as contemplated in this LTSC Exchange Agreement shall occur unless and until the Director of ADWR has executed the LBDGP Agreement pursuant to the terms of Senate Joint Resolution 1001, a joint resolution of the Arizona Legislature authorizing drought contingency plan agreements for the Colorado River that was signed by the Governor of the State of Arizona on January 31, 2019. In the event that the LBDGP Agreement has not been executed by the Director of ADWR by August 31, 2019, this LTSC Exchange Agreement will automatically terminate as to all Parties.
- 7.2 Termination Date. Except as it may have been earlier terminated as to one or more of the Parties, this LTSC Exchange Agreement shall terminate as to all Parties on December 31, 2026.

8. DEFAULT AND REMEDIES:

- 8.1 Default. The failure of any Party to perform any term or condition of this LTSC Exchange Agreement constitutes a default if that failure continues for thirty (30) days following the receipt of written notice by any other Party.
- 8.2 Termination Following Default. If a default occurs, any non-defaulting Party may terminate this LTSC Exchange Agreement as to itself and the defaulting Party by written notice to the defaulting Party and may pursue any other rights available to it in law or equity. In the event of any termination by a Storing Party, or in the event of any termination by AWBA, this agreement shall nevertheless remain in force between AWBA and all non-defaulting Storing Parties.
- 8.3 Dispute Resolution. The Parties shall attempt to resolve all claims, disputes, controversies, or other matters in question between the Parties arising out of, or relating to this LTSC Exchange Agreement promptly, equitably, and in good faith. The Parties also agree to resolve all disputes arising out of or relating to this LTSC Exchange Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518.

9. UNCONTROLLABLE FORCES:

No Party will be considered to be in default in the performance of any of its obligations hereunder (other than obligations to make payments) when a failure of performance is due to uncontrollable forces. The term "uncontrollable forces" shall mean any cause beyond the control of the Party unable to perform such obligation, including, but not limited to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage, terrorism, or restraint by court order or public authority, and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Drought is not an "uncontrollable force" for the purposes of this LTSC Exchange Agreement. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it is involved.

10. MISCELLANEOUS:

- 10.1 Choice of Law. This LTSC Exchange Agreement is governed by and shall be construed and interpreted in accordance with Arizona law. Any action to resolve any dispute regarding this LTSC Exchange Agreement shall be taken in a state court of competent jurisdiction located in Maricopa County, Arizona.
- 10.2 No Third Party Beneficiaries. This LTSC Exchange Agreement is solely for the benefit of the signatory 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 of this LTSC Exchange Agreement.
- 10.3 Conflict of Interest. The Parties to this LTSC Exchange Agreement are hereby notified of and acknowledge A.R.S. § 38-511 regarding cancellation for conflict of interest.
- 10.4 Permits. Each Party shall obtain and maintain all licenses, permits and authority, and file any notices necessary to meet the requirements of this LTSC Exchange Agreement.
- 10.5 No Partnership or Agency. Nothing contained in this LTSC Exchange Agreement shall be construed as creating a partnership or joint venture between the Parties hereto. The covenants, obligations, and liabilities contained in this LTSC Exchange Agreement are intended to be several and not joint or collective, and nothing contained herein shall be construed to create an association, joint venture, agency, trust, or partnership, or to impose a trust or partnership covenant, obligation, fiduciary duty, or liability between the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided herein.

- 10.6 Severability. The provisions of this LTSC Exchange Agreement are severable to the extent that if any provision is held unenforceable under applicable law, the remaining provisions of the LTSC Exchange Agreement shall remain in effect.
- 10.7 Records and Inspections. All books, accounts, reports, files and other records in relation to this LTSC Exchange Agreement shall be subject at all reasonable times to inspection and audit by the Parties throughout the term of this LTSC Exchange Agreement and for a period of five years after the completion of this LTSC Exchange Agreement. Upon request, a Party must produce original of any or all such records.
- 10.8 Indemnification. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of the Indemnitor's performance under this Agreement and resulting in bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, ADWR and AWBA, are self-insured pursuant to A.R.S. § 41-621.
- 10.9 Amendments. This LTSC Exchange Agreement may be modified, amended or revoked only by the express written agreement of the Parties hereto.
- 10.10 Entire Agreement. This LTSC Exchange Agreement is the entire agreement of the Parties and no understandings or obligations not expressly set forth in this LTSC Exchange Agreement are binding on the Parties.
- 10.11 Captions. All captions, title, or headings in this LTSC Exchange Agreement are used for reference and convenience only and do not limit, modify, or otherwise affect this LTSC Exchange Agreement.
- 10.12 Rules, Regulations and Amendment or Successor Statutes. All references in this LTSC Exchange Agreement to the Arizona Revised Statutes include all rules and regulations promulgated by ADWR under such statutes and all amendments and successor statutes, rules, and regulations to such statutes, rules, and regulations.
- 10.13 Authority and Counterparts. The undersigned representative of each Party certifies that he or she is fully authorized by the Party whom he or she represents to enter into the terms and conditions of this LTSC Exchange Agreement and to legally bind the Party to it. This LTSC Exchange Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 10.14 No Israel Boycott. By entering into this LTSC Exchange Agreement, the Parties certify that they are not currently engaged in, and agree for the duration of the contract to not engage in, a boycott of Israel.

LTSC Exchange Agreement

- 10.15 Equal Opportunity. The Parties shall comply with State Executive Order No. 75-5, as amended by State Executive Order No. 2009-9, and all other applicable Federal and State laws, rules and regulations relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- 10.16 Notices. Except as otherwise required by law, any notice given in connection with this LTSC Exchange Agreement must be in writing and must be given by personal delivery, overnight delivery, facsimile, or United State certified or registered mail. Notice is deemed to have been given on the date on which notice is delivered pursuant to this paragraph. Notice is deemed to have been received on the date on which the notice is actually received, or delivery is refused. Any such notice must be addressed to the appropriate Party at the following address:

If to the AWBA:

Director
Arizona Water Banking Authority
1110 West Washington Street, Ste 310
Phoenix, Arizona 85007

If to the City of Avondale:

Charles Montoya, City Manager
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

With a copies to:

Michael Wawro, City Attorney
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona

If to the City of Chandler:

Water Resources Manager
City of Chandler
P. O. Box 4008, Mail Stop 905 Chandler,
Arizona 85244-4008 Facsimile: (480)
782-3805

With a copy to:

City Attorney

LTSC Exchange Agreement

City of Chandler
P. O. Box 4008, Mail Stop 602
Chandler, Arizona 85244-4008
Facsimile: (480) 782-4652

If to the City of Goodyear:

City Manager
City of Goodyear
PO Box 5100
190 N Litchfield Road
Goodyear, Arizona 85338

With a copy to:

City Attorney
City of Goodyear
PO Box 5100
190 N Litchfield Road
Goodyear, Arizona 85338

If to the City of Peoria:

City of Peoria
Attn: City Manager
8401 West Monroe
Peoria, Arizona 85345

With a copy to:

City of Peoria
Attn: City Attorney's Office
9875 N. 85th Avenue
Peoria, Arizona 85345

If to the City of Phoenix:

Water Services Director
City of Phoenix
200 West Washington Street, 9th Floor
Phoenix, Arizona 85003-1611

With a copy to:

City Attorney
City of Phoenix
200 West Washington Street, 13th Floor
Phoenix, Arizona 85003-1611

If to the City of Scottsdale:

City of Scottsdale
Attn: Water Director
9379 East San Salvador Drive
Scottsdale, Arizona 85258

LTSC Exchange Agreement

With a copy to:

City of Scottsdale
Attn: City Attorney
3939 North Drinkwater Blvd
Scottsdale, Arizona 85251

If to the City of Tucson:

Director
Tucson Water
310 West Alameda Street
PO Box 27210
Tucson, Arizona 85726-7210
Phone: (520) 791-2666

With a copy to:

City Attorney
City of Tucson
255 West Alameda Street
Tucson, Arizona 85701

If to Freeport Minerals Corporation:

Freeport Minerals Corporation
Attn: Sandy Fabritz, Land and Water Dept.
333 North Central Avenue
Phoenix, Arizona 85004

If to EPCOR Water Arizona Inc:

Doug Dunham
Water Resources Manager
EPCOR Water
2355 West Pinnacle Peak Road, Suite 300
Phoenix, Arizona 85027

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[Signatures on the following pages]

LTSC Exchange Agreement

AGREED on this ____ day of _____, 2019.

ARIZONA WATER BANKING AUTHORITY

By: _____
Thomas Buschatzke, Chair

ATTEST:

Kathryn Sorensen, Secretary

APPROVED AS TO FORM:

Nicole Klobas, Counsel

LTSC Exchange Agreement

AGREED on this ____ day of _____, 2019.

CITY OF AVONDALE

By: _____
Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

LTSC Exchange Agreement

AGREED on this ____ day of _____, 2019.

**CITY OF CHANDLER, an Arizona
municipal corporation**

By: _____
Kevin Hartke, Mayor

ATTEST:

Dana DeLong, City Clerk

APPROVED AS TO FORM:

Jenny J. Winkler, Assistant City Attorney

LTSC Exchange Agreement

AGREED on this ____ day of _____, 2019.

CITY OF GOODYEAR

By: _____
Julie Arendall, City Manager

ATTEST:

Darcie McCracken, City Clerk

APPROVED AS TO FORM:

Roric Massey, City Attorney

LTSC Exchange Agreement

AGREED on this ____ day of _____, 2019.

CITY OF PEORIA

By: _____
Cathy Carlat, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM

Vanessa P. Hickman, City Attorney

LTSC Exchange Agreement

AGREED on this ____ day of _____, 2019.

CITY OF PHOENIX

Ed Zuercher, City Manager

By: _____

Kathryn Sorensen

Director, Water Services Department

ATTEST:

City Clerk

APPROVED AS TO FORM:

Acting City Attorney

LTSC Exchange Agreement

AGREED on this ____ day of _____, 2019.

**CITY OF SCOTTSDALE, an Arizona
municipal corporation**

By: _____
W.J. "Jim" Lane, Mayor

ATTEST:

Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

Bruce Washburn, City Attorney
By Janis L. Bladine, Senior Assistant City Attorney

REVIEWED BY:

Katherine Callaway, Risk Management Director

LTSC Exchange Agreement

AGREED on this ____ day of _____, 2019.

CITY OF TUCSON

By: _____
Timothy Thomure
Director, Tucson Water

APPROVED AS TO FORM:

Christopher Avery, Principal Assistant City Attorney

LTSC Exchange Agreement

AGREED on this ____ day of _____, 2019.

FREEPORT MINERALS CORPORATION

By: _____
Sandy Fabritz
Director, Water Strategy

APPROVED AS TO FORM:

L. William Staudenmaier, Attorney for Freeport Minerals Corporation

LTSC Exchange Agreement

AGREED on this ____ day of _____, 2019.

EPCOR WATER ARIZONA INC.

By: _____
Troy Day
V.P. Engineering and Commercial Services

APPROVED AS TO FORM:

Jason Gellman, Legal Counsel
Rates and Regulatory Affairs

USF-GSF Transfers Authorized for AWBA Exchange Pursuant to the Arizona DCP Implementation Framework - Tier 1 Conditions

Total Planned GSF Storage Counted towards CAP Agriculture Mitigation						Breakdown of Storage by GSF														
All CAP Agriculture GSFs						CAIDD GSF			MSIDD GSF			Hohokam GSF			Harquahala INA ²			TOTALS		
City/Entity ¹	2020	2021	2022	Total LTSCs Generated	Total LTSCs Generated/Eligible for AWBA Exchange	2020	2021	2022	2020	2021	2022	2020	2021	2022	2020	2021	2022	2020	2021	2022
City of Phoenix	14,600	12,600	12,600	37,810	37,810	10,800	8,800	8,800	2,400	2,400	2,400	1,400	1,400	1,400				14,600	12,600	12,600
City of Scottsdale	5,000	5,000	5,000	14,250	11,400	4,000	4,000	4,000							1,000	1,000	1,000	5,000	5,000	5,000
City of Avondale	3,500	3,500	3,500	9,975	9,975				3,500	3,500	3,500							3,500	3,500	3,500
City of Chandler	2,800	2,800	2,800	7,980	7,980				2,800	2,800	2,800							2,800	2,800	2,800
City of Peoria	5,000	5,000	5,000	14,250	14,250				5,000	5,000	5,000							5,000	5,000	5,000
City of Goodyear	2,000	2,000	2,000	5,700	5,700				2,000	2,000	2,000							2,000	2,000	2,000
City of Tucson	5,000	5,000	5,000	14,250	14,250							5,000	5,000	5,000				5,000	5,000	5,000
EPCOR	3,600	3,600	3,600	10,260	10,260				3,600	3,600	3,600							3,600	3,600	3,600
Freeport-Minerals	5,000	7,000	7,000	18,050	18,050	5,000	7,000	7,000				0	0	0				5,000	7,000	7,000
Total	46,500	46,500	46,500	132,525	129,675	19,800	19,800	19,800	19,300	19,300	19,300	6,400	6,400	6,400	1,000	1,000	1,000	46,500	46,500	46,500

USF-GSF Transfers Authorized for AWBA Exchange Pursuant to the Arizona DCP Implementation Framework - Tier 2(a) Conditions

Total Planned GSF Storage Counted towards CAP Agriculture Mitigation						Breakdown of Storage by GSF														
All CAP Agriculture GSFs						CAIDD GSF			MSIDD GSF			Hohokam GSF			Harquahala INA ²			TOTALS		
City/Entity ¹	2020	2021	2022	Total LTSCs Generated	Total LTSCs Generated/Eligible for AWBA Exchange	2020	2021	2022	2020	2021	2022	2020	2021	2022	2020	2021	2022	2020	2021	2022
City of Phoenix	14,600	14,600	14,600	41,610	41,610	8,800	7,200	7,200	2,400	250	250	3,400	7,150	7,150				14,600	14,600	14,600
City of Scottsdale	5,000	5,000	5,000	14,250	11,400	4,000	4,000	4,000							1,000	1,000	1,000	5,000	5,000	5,000
City of Avondale	3,500	3,500	3,500	9,975	9,975				3,500	3,500	3,500							3,500	3,500	3,500
City of Chandler	2,800	2,800	2,800	7,980	7,980				2,800	2,800	2,800							2,800	2,800	2,800
City of Peoria	5,000	5,000	5,000	14,250	14,250				5,000	5,000	5,000							5,000	5,000	5,000
City of Goodyear	2,000	2,000	2,000	5,700	5,700				2,000	2,000	2,000							2,000	2,000	2,000
City of Tucson	0	0	0	0	0							0	0	0				0	0	0
EPCOR	3,600	3,600	3,600	10,260	10,260				3,600	3,600	3,600							3,600	3,600	3,600
Freeport Minerals	10,000	10,000	10,000	28,500	28,500	7,000	7,000	7,000				3,000	3,000	3,000				10,000	10,000	10,000
Total	46,500	46,500	46,500	132,525	129,675	19,800	18,200	18,200	19,300	17,150	17,150	6,400	10,150	10,150	1,000	1,000	1,000	46,500	46,500	46,500

¹ City of Tucson will receive Tucson AMA LTSCs in exchange; all others except Freeport will receive Phoenix AMA LTSCs ; Freeport may elect to receive either Phoenix AMA LTSCs or Tucson LTSCs stored at Pima Mine Road USF.

² The AWBA will not exchange for credits in the Harquahala INA.

RESOLUTION NO. 3581-819

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF AVONDALE, THE CITY OF PEORIA, THE MARICOPA-STANFIELD IRRIGATION AND DRAINAGE DISTRICT AND THE ARIZONA DEPARTMENT OF WATER RESOURCES, RELATING TO THE LOWER BASIN DROUGHT CONTINGENCY PLAN IMPLEMENTATION PLAN AGREEMENT FOR WATER STORAGE.

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

SECTION 1. The Lower Basin Drought Contingency Plan Implementation Plan: Intergovernmental Agreement for Water Storage among the City of Avondale, the City of Peoria, the Maricopa-Stanfield Irrigation and Drainage District and the Arizona Department of Water Resources (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A.

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 take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 26, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael S. Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3581-819

[Agreement]

See following pages.

**LBDGP IMPLEMENTATION PLAN:
INTERGOVERNMENTAL AGREEMENT
FOR WATER STORAGE
AMONG
CITY OF AVONDALE
CITY OF PEORIA
MARICOPA-STANFIELD IRRIGATION AND DRAINAGE DISTRICT
AND
ARIZONA DEPARTMENT OF WATER RESOURCES**

1. PARTIES:

This LBDGP Implementation Plan: Intergovernmental Agreement for Water Storage ("Agreement") is made and entered into as of this 1st day of September, 2019, by and among the CITY OF AVONDALE, an Arizona municipal corporation ("Avondale"), the CITY OF PEORIA, an Arizona municipal corporation ("Peoria") (Avondale and Peoria are referred to individually as "City" and collectively as "Cities"), the MARICOPA-STANFIELD IRRIGATION AND DRAINAGE DISTRICT, a political subdivision of the State of Arizona ("District") and the ARIZONA DEPARTMENT OF WATER RESOURCES ("ADWR"). The Cities and the District are referred to individually as "Storing Party" and collectively as "Storing Parties." The Cities, the District and ADWR are referred to collectively as "Parties."

2. RECITALS:

- 2.1 The State of Arizona ("Arizona"), acting through ADWR, is a party to the Lower Basin Drought Contingency Plan ("LBDGP"), which is designed to address falling elevations in Lake Powell and Lake Mead.
- 2.2 In connection with the LBDGP, various Arizona parties are entering into agreements and arrangements that, taken together, are intended to partially "mitigate" the impacts of the LBDGP on lower-priority Central Arizona Project ("CAP") water users as the LBDGP is implemented (the "Arizona DCP Implementation Framework"). ADWR is participating as a party in a number of these agreements in order to ensure that the Arizona DCP Implementation Framework is carried out as intended. This Agreement is one of those agreements that addresses a portion of the mitigation water that would be delivered under the Arizona DCP Implementation Framework.
- 2.3 District is an irrigation and drainage district located in the Pinal Active Management Area ("Pinal AMA") and Pinal County, Arizona. District landowners hold valid irrigation grandfathered groundwater rights that authorize them to use groundwater for irrigation on an annual basis.

- 2.4 The Cities are municipal corporations that operate municipal utilities and serve water to customers within their respective service areas. Each City is legally entitled to CAP water through various contracts and agreements with the Central Arizona Water Conservation District (“CAWCD”) and other parties, and each has need to store some of this CAP water in Arizona in anticipation of future water shortages.
- 2.5 Pursuant to Arizona Revised Statutes (“A.R.S.”) § 45-812.01, District holds a Groundwater Savings Facility (“GSF”) Permit, No. 72-531381.0005 (“District GSF Permit”) for the District’s GSF. The District GSF Permit allows District to receive CAP water from other parties for delivery to, and use on, District lands in lieu of groundwater that otherwise would have been used, which groundwater savings may create long-term storage credits (“LTSCs”) for the other party in accordance with A.R.S. § 45-852.01.
- 2.6 Under this Agreement, each City would store some of its CAP water at District’s GSF during Tier 1 Shortage Conditions and Tier 2a Shortage Conditions, if such condition(s) occur during 2020, 2021, and 2022. Other similar agreements between certain storing entities and certain CAP agricultural districts, in the approximate volumes and amounts provided in **Exhibit A**, are also being entered into. Pursuant to the Arizona DCP Implementation Framework, these storage deliveries, collectively, would provide a portion of the 105,000 acre-feet of mitigation water that agricultural users would receive under a Tier 1 Shortage Condition, and the 70,000 acre-feet of mitigation water that agricultural users would receive under a Tier 2a Shortage Condition, while allowing the storing entities to accrue LTSCs, in accordance with Arizona Revised Statutes, Title 45, Ch. 3.1.
- 2.7 Each City’s ability and willingness to enter into this Agreement is contingent upon signature by the Director of ADWR of the “Agreement Concerning Colorado River Drought Contingency Management and Operations” and the “Lower Basin Drought Contingency Plan Agreement.”
- 2.8 In the “LBDCP Implementation Plan: Agreement to Exchange Long-Term Storage Credits Between Arizona Water Banking Authority and City of Avondale; City of Chandler; City of Goodyear; City of Peoria; City of Phoenix; City of Scottsdale; City of Tucson; Freeport Minerals Corporation; and EPCOR Water Arizona Inc.” (hereinafter, the “LTSC Exchange Agreement”), the Arizona Water Banking Authority (“AWBA”) has committed to exchange with each City on a one-for-one basis LTSCs earned under this Agreement for LTSCs held by the AWBA which may be recovered in the Phoenix Active Management Area (“Phoenix AMA”).
- 2.9 Pursuant to the terms of the LTSC Exchange Agreement, ADWR may, at its option, arrange for the delivery of an alternative water supply to the District, without any increase in cost to the District, that would substitute for all or a portion of a City’s

planned storage at District's GSF, thereby reducing the amount of LTSCs that would be exchanged with such City by AWBA pursuant to the LTSC Exchange Agreement.

2.10 District is willing to accept and deliver for irrigation use on District lands Cities' CAP water in lieu of groundwater that would otherwise be used on such lands.

2.11 The Parties are authorized by A.R.S. § 11-952 to enter into this Agreement.

3. AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

4. INCORPORATION OF RECITALS:

The "Parties" and "Recitals" paragraphs listed above are hereby incorporated into and expressly made a part of this Agreement.

5. DEFINITIONS: The terms defined in A.R.S. §§ 45-402 and 45-802.01 shall have the same meanings in this Agreement. In addition, the following terms have the following meanings for purposes of this Agreement:

5.1 "CAP water" means Colorado River water delivered through the Central Arizona Project under the authority of the Colorado River Basin Project Act, Pub. L. 90-537, 82 Stat. 885 (1968), which City has the legal right to use and/or store.

5.2 "Delivery" or "delivered" means CAP water ordered by a City and made available to District at existing designated CAP delivery Turnouts specified by District.

5.3 A "Tier 1" shortage condition means a calendar year for which the water elevation behind Hoover Dam is projected on January 1 of that year to be below 1,075 feet, but above 1,050 feet, and during which the Secretary of the Interior has determined that a Tier 1 shortage condition will exist under the LBDP. For the purpose of this definition, "projected on January 1" means the projection based on the 24-Month Study that is conducted in August of the previous year. The 24-Month Study is the operational study that reflects the current Annual Operating Plan that is updated each month by the United States Bureau of Reclamation ("USBR") to project future Colorado River reservoir contents and releases.

5.4 A "Tier 2a" shortage condition means a calendar year for which the water elevation behind Hoover Dam is projected on January 1 of that year to be below 1,050 feet, but above 1,045 feet, and during which the Secretary of the Interior has determined that a Tier 2a shortage condition will exist under the LBDP. For the purpose of this definition, "projected on January 1" shall have the same meaning set forth in Subsection 5.3.

5.5 “Turnout” means existing designated CAP delivery turnouts specified by District.

6. SCOPE OF SERVICE:

This Agreement is limited to: (i) each City arranging for delivery of CAP water to District at Turnouts for District’s use, subject to ADWR’s right to substitute an alternative water supply for delivery to District pursuant to the terms of the LTSC Exchange Agreement; and (ii) District’s distribution of that City’s CAP water for use on District lands, consistent with A.R.S. §§ 45-801.01 *et seq.*, in lieu of groundwater that otherwise would have been used for irrigation on those lands.

7. EFFECTIVE DATE AND TERM:

7.1 This Agreement shall become effective when all of the following have occurred:

7.1.1 The “Agreement Concerning Colorado River Drought Contingency Management and Operations” and the “Lower Basin Drought Contingency Plan Agreement” have been executed by the Director of ADWR pursuant to S.J.R. 1001, 2019 Ariz. Leg. Serv. Ch. 2 (West), and have become effective according to their terms by January 1, 2020.

7.1.2 The “Arizona Lower Basin Drought Contingency Plan Framework Agreement” has been executed by the United States of America represented by the Secretary of the Interior acting through the Regional Director of the Lower Colorado Region of the Bureau of Reclamation, the State of Arizona acting through the Arizona Department of Water Resources, the Arizona Water Banking Authority, the Central Arizona Water Conservation District, and the Gila River Indian Community and has become effective according to its terms.

7.1.3 The LTSC Exchange Agreement has been executed, allowing for the exchange on a one-for-one basis of LTSCs earned in the Pinal AMA under this Agreement for LTSCs held by the AWBA in the Phoenix AMA, and such agreement has become effective according to its terms.

7.1.4 The “Agreement among the United States of America represented by the Secretary of the Interior acting through the Regional Director of the Lower Colorado Region of the Bureau of Reclamation, the Arizona Department of Water Resources, the Arizona Water Banking Authority, the Central Arizona Water Conservation District, the Gila River Indian Community, City of Chandler, Town of Gilbert, City of Glendale, City of Mesa, City of Phoenix, City of Scottsdale and City of Tempe for the Mitigation of Reductions to CAP NIA Priority Water under the Drought Contingency Plan” (“NIA Mitigation Agreement”) has been executed by all parties to that agreement, and such agreement has become effective according to its terms.

- 7.2 This Agreement shall terminate on the earliest of the following:
- 7.2.1 December 31, 2022.
- 7.2.2 The sixtieth day following receipt by each City of notice from District terminating the Agreement.
- 7.3 Notwithstanding the other provisions of this Section 7, each City may terminate this Agreement if: (a) CAWCD, in breach of the NIA Mitigation Agreement, fails to schedule and/or deliver CAP water to such City sufficient to meet the full CAP water orders of such City pursuant to all applicable City subcontracts, exchange agreements, and leases of NIA-priority, M&I priority, and Indian priority CAP water, (b) a substantive change in law prevents such City from delivering water for storage purposes or from accruing LTSCs for water delivered in accordance with A.R.S., Title 45, Ch. 3.1, or (c) District fails to maintain the District GSF Permit as required by Subsection 8.1 below.
- 7.4 Termination of this Agreement does not relieve any Storing Party of its obligations to make payments due pursuant to this Agreement.

8. DUTIES OF DISTRICT:

- 8.1 District shall maintain the effectiveness of the District GSF Permit at all times and renew the District GSF Permit as necessary. Cities have no obligation to deliver CAP water to District at any time District GSF Permit is not in effect. District shall have the sole responsibility to pay for all application, renewal, and any other administrative fees applicable to the maintenance or renewal of the District GSF Permit. District shall be responsible for filing reports required by or for the District GSF Permit. District shall notify the Cities immediately if (1) District receives a notice that ADWR intends to amend or revoke the District GSF permit, (2) District elects to submit an application to amend the District GSF Permit, (3) District elects not to renew the District GSF Permit, or (4) District receives notice from ADWR that a volume of water stored at the District's GSF is ineligible for storage or for accrual of LTSCs.
- 8.2 District shall provide CAP water delivered pursuant to this Agreement to its landowners for irrigation use to replace, on a gallon-for-gallon basis, pumped groundwater.
- 8.3 District shall comply with A.R.S. §§ 45-801.01 *et seq.* and take all steps reasonably necessary to ensure that the Cities' water storage at the District's GSF accrues LTSCs.
- 8.4 Upon request by either City, District shall complete a Facility Consent Form, or other similar document, granting consent to such requesting City to store CAP water at District's GSF and otherwise cooperate with the City obtaining a water storage permit associated with District's GSF.

- 8.5 By September 1 of each year, District shall notify each City of the amount of CAP water it desires to have delivered under this Agreement for the following year, not to exceed the amount specified in **Exhibit A**.
- 8.6 District is under no obligation to use the full amount of CAP water available from each City pursuant to Subsection 9.3 and may reduce the amount scheduled for delivery during the year as its water needs dictate. District shall provide written notice to the affected City, with a copy to ADWR, as soon as practicable if it reduces scheduled CAP water deliveries during the year so that such City can re-direct such refused CAP water delivery as determined by the City.
- 8.7 District shall pay to the applicable City the pumping energy rate charged by CAWCD for delivery of CAP water to District's Turnouts. District shall remit to each City the pumping energy rate associated with that City's pro-rata share of the previous month's CAP water delivery by the end of the month following the month during which the CAP water was delivered.
- 8.8 District shall be solely responsible for delivery of CAP water within its own delivery system. The Cities shall neither be charged a transportation fee nor be assessed transportation losses for CAP water delivered pursuant to this Agreement.
- 8.9 By the fifteenth (15th) day of each month, District shall provide each City a report that specifies the total amount of CAP water received by District and the total amount of CAP water "stored" by District pursuant to this Agreement during (i) the prior calendar month and (ii) the calendar year to date, inclusive of the prior calendar month.
- 8.10 District acknowledges the interruptible nature of CAP water provided under this Agreement. The Cities shall not be liable for any damages to District resulting from curtailment, interruptions, discontinuances, or reductions in the delivery of CAP water that are beyond the control of the Cities.
- 8.11 District acknowledges that it has no claim or right to any LTSCs accrued pursuant to this Agreement, and all such LTSCs are the sole property of each City, which City has the right to recover, sell, transfer, gift, lease, exchange or assign any LTSCs in accordance with Arizona law.

9. DUTIES OF CITIES:

- 9.1 Each City shall apply for and use all reasonable efforts to obtain and maintain a water storage permit from ADWR that allows storage of CAP water at District's GSF for the purposes of CAP Agricultural Mitigation Deliveries. Each City shall bear all expenses of obtaining and maintaining a water storage permit.
- 9.2 Each City shall use its existing contracts to deliver CAP water to District for use as in lieu water.

- 9.3 Upon obtaining the necessary water storage permit from ADWR, each City shall include the amount of CAP water specified for delivery by District in accordance with Subsection 8.5 in its annual CAP water order with CAWCD, subject to both of the following:
- 9.3.1 Pursuant to the terms of Paragraph 6.2.2 of the LTSC Exchange Agreement, if the Director of ADWR provides timely notice to the Storing Parties that the Director will reduce the number of LTSCs available to each City for exchange for water storage that occurs during 2020, 2021, or 2022, each City will reduce its CAP water order for District under this Agreement for that year by the amount of the LTSC exchange reduction specified by the Director.
 - 9.3.2 Each City shall deliver CAP water under this Agreement only during a year for which a Tier 1 shortage condition or a Tier 2a shortage condition will exist under the LBDGP.
- 9.4 By September 15, each City shall notify District, with a copy to ADWR, of the amount of CAP water that will be available for delivery to District under this Agreement during the following year based on the provisions in Section 9.3.
- 9.5 Each City shall be solely responsible to pay CAWCD for all costs of CAP water pursuant to this Agreement, subject to District's reimbursement of the energy costs to such City specified in Subsection 8.7.
- 9.6 Each City acknowledges that ADWR may determine that certain water losses incurred during delivery of CAP water within District's delivery system may reduce the amount of LTSCs accrued by such City.
- 9.7 City acknowledges and agrees that damages would not be an adequate remedy for any breach of Section 9.3 and the remedy of an injunction is appropriate and may be sought for any threatened or actual breach of any provision of Section 9.3; provided however, that District shall not be entitled to special, consequential, or other damages.

10. RECOVERY OF WATER:

The Parties acknowledge that the recovery of water saved underground in District's GSF pursuant to this Agreement is beyond the scope of this Agreement, and that the recovery of such water shall be the sole responsibility of City.

11. WATER QUALITY:

No Party guarantees the quality of water delivered, received or used pursuant to this Agreement. The Cities are under no obligation to construct or furnish water treatment facilities

to maintain or improve the quality of any CAP water delivered pursuant to this Agreement, and District is under no obligation to accept any CAP water that does not meet any necessary water quality standards; provided, however, the Cities are under no obligation to replace any water rejected by District. Each Party waives its right to make a claim against the other Parties for the effect of the quality of surface or underground water as a result of this Agreement, unless such effect on water quality is the result of such other Party's negligent or wrongful action or inaction.

12. UNCONTROLLABLE FORCES:

No Party will be considered to be in default in the performance of any of its obligations hereunder (other than obligations to make payments) when a failure of performance is due to uncontrollable forces. The term "uncontrollable forces" shall mean any cause beyond the control of the Party unable to perform such obligation, including, but not limited to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage, terrorism, or restraint by court order or public authority, and action or inaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Drought and water shortages contemplated by this Agreement are not "uncontrollable forces" for the purposes of this Agreement. Nothing contained herein shall be construed to require either Party to settle any strike or labor dispute in which it is involved.

13. NOTICES:

Any notice, demand or request provided for in this Agreement shall be in writing and delivered in person, or sent by registered or certified mail, postage prepaid, to:

DISTRICT:

Attn: General Manager
Maricopa-Stanfield Irrigation & Drainage District
41630 W. Louis Johnson Dr.
Maricopa, AZ 85138

With a copy to:

Paul R. Orme
Salmon, Lewis & Weldon P.L.C.
2850 E. Camelback Rd.
Phoenix, AZ 85016

Reference: LBDCP Implementation Plan: Intergovernmental Agreement for Water Storage

AVONDALE:

Charles Montoya, City Manager
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

Michael Wawro, City Attorney
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

Reference: LBDCP Implementation Plan: Intergovernmental Agreement for Water Storage

PEORIA

Jeff Tyne, City Manager
City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345

Vanessa Hickman, City Attorney
City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345

Reference: LBDCP Implementation Plan: Intergovernmental Agreement for Water Storage

ADWR:

Arizona Department of Water Resources
Attn: Director
P.O. Box 36020
Phoenix, AZ 85067

Reference: LBDCP Implementation Plan: Intergovernmental Agreement for Water Storage

14. INDEMNIFICATION:

Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Parties (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses

(including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of the Indemnitor's performance under this Agreement and resulting in bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona and ADWR are self-insured pursuant to A.R.S. § 41-621. The Cities are self-insured pursuant to their respective city charters.

15. HEADINGS:

Title and section headings herein are for reference only and are not part of this Agreement.

16. 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. No third party may enforce the terms and conditions of this Agreement.

17. NO PARTNERSHIP AND NO JOINT VENTURE:

Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between or among the Parties hereto. The covenants, obligations, and liabilities contained in this Agreement are intended to be several and not joint or collective, and nothing contained herein shall be construed to create an association, joint venture, agency, trust, or partnership, or to impose a trust or partnership covenant, obligation, fiduciary duty, or liability between or among the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided herein.

18. WAIVER:

The waiver by a Party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition contained herein.

19. DEFAULT AND OPPORTUNITY TO CURE:

No Party shall be in default of any of its obligations under this Agreement if it cures the default within thirty (30) days after receiving written notice thereof from the another Party served pursuant to Section 13 hereof.

20. ENTIRE AGREEMENT; MODIFICATION; COUNTERPARTS:

The terms, covenants and conditions of this Agreement constitute the entire agreement among the Parties, and no understandings or obligations not herein expressly set forth shall be binding

upon them. This Agreement may not be modified or amended in any manner unless in writing and signed by all Parties. This Agreement may be executed in four or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. BINDING EFFECT:

All of the provisions of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, legal representatives, successors and permitted assigns.

22. SEVERABILITY:

Should any part of this Agreement be declared, in a final decision by a court or tribunal of competent jurisdiction, to be unconstitutional, invalid, or beyond the authority of a Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

23. CONFLICT OF INTEREST:

The Parties to this Agreement are hereby notified of and acknowledge A.R.S. § 38-511 regarding cancellation for conflict of interest.

24. AUTHORITY:

The undersigned representative of each Party certifies that he or she is fully authorized by the Party whom he or she represents to enter into the terms and conditions of this Agreement and to legally bind the Party to it.

25. NO ISRAEL BOYCOTT:

By entering into this Agreement, the District certifies that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

26. DISPUTE RESOLUTION.

Except as to requests for injunctive relief between the Storing Parties made pursuant to Section 9.7 of this Agreement:

26.1 The Parties shall attempt to resolve all claims, disputes, controversies, or other matters in question between the Parties arising out of, or relating to, this Agreement promptly, equitably, and in good faith; and

26.2 The Parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518.

27. CHOICE OF LAW.

This Agreement is governed by and shall be construed and interpreted in accordance with Arizona law. Any action to resolve any dispute regarding this Agreement shall be taken in a state court of competent jurisdiction located in Maricopa County, Arizona.

28. ATTORNEYS' FEES

In any action in court between the Storing Parties involving a dispute arising under this Agreement, the prevailing Storing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred therein from the other Storing Party.

29. EQUAL OPPORTUNITY.

The Parties shall comply with State Executive Order No. 75-5, as amended by State Executive Order No. 2009-9, and all other applicable Federal and State laws, rules and regulations relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

26. ATTORNEY REVIEW:

In accordance with A.R.S. § 11-951 *et seq.*, this Agreement has been reviewed by the undersigned attorneys and, as to their respective clients only, each attorney has determined that this Agreement is in proper form and within the power and authority granted under the laws of the State of Arizona.

[signatures on following pages]

IN WITNESS WHEREOF, this Agreement was executed by the Parties on the date first hereinabove written.

DISTRICT

By: _____

Name: Bryan Hartman

Title: President

ATTEST:

By: _____

Name: Kelly Anderson

Title: Secretary

APPROVED AS TO FORM AND AUTHORITY

By: _____

Name: Paul R. Orme

Title: Attorney for Maricopa-Stanfield Irrigation
& Drainage District

[signatures continue on following pages]

CITY OF AVONDALE

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM AND AUTHORITY

Michael Wawro, City Attorney

[signatures continue on following pages]

CITY OF PEORIA

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM AND AUTHORITY

By: _____

Name: _____

Title: _____

[signatures continue on following page]

ARIZONA DEPARTMENT OF WATER RESOURCES

By: _____

Name: Thomas Buschatzke, Director

APPROVED AS TO FORM AND AUTHORITY

By: _____

Name: _____

Title: _____

EXHIBIT A

USF-GSF Transfers Authorized for AWBA Exchange Pursuant to the Arizona DCP Implementation Framework - Tier 1 Conditions

Total Planned GSF Storage Counted towards CAP Agriculture Mitigation						Breakdown of Storage by GSF														
All CAP Agriculture GSFs						CAIDD GSF			MSIDD GSF			Hohokam GSF			Harquahala INA ²			TOTALS		
City/Entity ¹	2020	2021	2022	Total LTSCs Generated	Total LTSCs Generated/Eligible for AWBA Exchange	2020	2021	2022	2020	2021	2022	2020	2021	2022	2020	2021	2022	2020	2021	2022
City of Phoenix	14,600	12,600	12,600	37,810	37,810	10,800	8,800	8,800	2,400	2,400	2,400	1,400	1,400	1,400				14,600	12,600	12,600
City of Scottsdale	5,000	5,000	5,000	14,250	11,400	4,000	4,000	4,000							1,000	1,000	1,000	5,000	5,000	5,000
City of Avondale	3,500	3,500	3,500	9,975	9,975				3,500	3,500	3,500							3,500	3,500	3,500
City of Chandler	2,800	2,800	2,800	7,980	7,980				2,800	2,800	2,800							2,800	2,800	2,800
City of Peoria	5,000	5,000	5,000	14,250	14,250				5,000	5,000	5,000							5,000	5,000	5,000
City of Goodyear	2,000	2,000	2,000	5,700	5,700				2,000	2,000	2,000							2,000	2,000	2,000
City of Tucson	5,000	5,000	5,000	14,250	14,250							5,000	5,000	5,000				5,000	5,000	5,000
EPCOR	3,600	3,600	3,600	10,260	10,260				3,600	3,600	3,600							3,600	3,600	3,600
Freeport-Minerals	5,000	7,000	7,000	18,050	18,050	5,000	7,000	7,000				0	0	0				5,000	7,000	7,000
Total	46,500	46,500	46,500	132,525	129,675	19,800	19,800	19,800	19,300	19,300	19,300	6,400	6,400	6,400	1,000	1,000	1,000	46,500	46,500	46,500

USF-GSF Transfers Authorized for AWBA Exchange Pursuant to the Arizona DCP Implementation Framework - Tier 2(a) Conditions

Total Planned GSF Storage Counted towards CAP Agriculture Mitigation						Breakdown of Storage by GSF														
All CAP Agriculture GSFs						CAIDD GSF			MSIDD GSF			Hohokam GSF			Harquahala INA ²			TOTALS		
City/Entity ¹	2020	2021	2022	Total LTSCs Generated	Total LTSCs Generated/Eligible for AWBA Exchange	2020	2021	2022	2020	2021	2022	2020	2021	2022	2020	2021	2022	2020	2021	2022
City of Phoenix	14,600	14,600	14,600	41,610	41,610	8,800	7,200	7,200	2,400	250	250	3,400	7,150	7,150				14,600	14,600	14,600
City of Scottsdale	5,000	5,000	5,000	14,250	11,400	4,000	4,000	4,000							1,000	1,000	1,000	5,000	5,000	5,000
City of Avondale	3,500	3,500	3,500	9,975	9,975				3,500	3,500	3,500							3,500	3,500	3,500
City of Chandler	2,800	2,800	2,800	7,980	7,980				2,800	2,800	2,800							2,800	2,800	2,800
City of Peoria	5,000	5,000	5,000	14,250	14,250				5,000	5,000	5,000							5,000	5,000	5,000
City of Goodyear	2,000	2,000	2,000	5,700	5,700				2,000	2,000	2,000							2,000	2,000	2,000
City of Tucson	0	0	0	0	0							0	0	0				0	0	0
EPCOR	3,600	3,600	3,600	10,260	10,260				3,600	3,600	3,600							3,600	3,600	3,600
Freeport Minerals	10,000	10,000	10,000	28,500	28,500	7,000	7,000	7,000				3,000	3,000	3,000				10,000	10,000	10,000
Total	46,500	46,500	46,500	132,525	129,675	19,800	18,200	18,200	19,300	17,150	17,150	6,400	10,150	10,150	1,000	1,000	1,000	46,500	46,500	46,500

¹ City of Tucson will receive Tucson AMA LTSCs in exchange; all others except Freeport will receive Phoenix AMA LTSCs ; Freeport may elect to receive either Phoenix AMA LTSCs or Tucson LTSCs stored at Pima Mine Road USF.

² The AWBA will not exchange for credits in the Harquahala INA.

CITY COUNCIL REPORT

SUBJECT: Resolutions 3569-819 and 3570-819 – Marbella Park Maintenance Improvement District

MEETING DATE: 8/26/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development & Engineering Services Department Director

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve the Petition for Formation, adopt a Resolution declaring its intention to form the City of Avondale Maintenance Improvement District No. 18, Marbella Park providing for the assessment, and a second resolution declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency. The Council will take appropriate action.

BACKGROUND:

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

The purpose of the Maintenance Improvement District is to provide for the operations, maintenance, repair and improvements to landscaping and open space adjacent to designated public roadways and parkways within the proposed district, as well as drainage and retention within each proposed district in the event a Homeowner's Association fails. Until such time as the Homeowner's Association fails, and the Council directs City Staff to assume maintenance responsibility, a line item of \$0.00 will display on the homeowners' property tax bills. Pursuant to the provision of A.R.S. 48-574, et. seq., the Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District.

A Resolution of Intention for formation of City of Avondale Maintenance Improvement District No. 18, Marbella Park, northeast corner of 4th Street and Elm Lane, is also attached. In the case in which all of the property owners have consented to MID formation, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the Maintenance Improvement District process. In accordance with State statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.

PUBLIC PARTICIPATION: Public notification is not required for MID applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review MID applications.

ANALYSIS:

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

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

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

DISCUSSION:

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

STRATEGIC PLAN:

INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Encourage build-out in residential housing opportunities that support diverse housing options.

BUDGET IMPACT:

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

RECOMMENDATION:

Staff recommends Council **ADOPT** a Resolution declaring its intention to create and adopt plans for the City of Avondale Maintenance Improvement District No. 18, Marbella Park, providing for the assessment, and a second Resolution declaring its intention to order the improvements within the newly established Maintenance Improvement District, providing for the assessment and declaring an emergency, subject to the following conditions:

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

PROPOSED MOTION:

I move that City Council **ADOPT** the necessary resolutions approving City of Avondale Maintenance Improvement District No. 18, Marbella Park, subject to two (2) recommended conditions of approval.

RESOLUTION 3570-819

RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 18 - MARBELLA PARK; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Avondale (the “City Council”) has adopted Resolution 3569-819 declaring its intent to form the City of Avondale Maintenance Improvement District No. 18 – Marbella Park; and

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

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

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

SECTION 2. The public interest or convenience require and it is the intention of the City Council to order the maintenance of landscaping within the proposed district and that the cost of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be assessed upon a certain improvement district to be known as Avondale Maintenance Improvement District No. 18 – Marbella Park (the “District”) as described and depicted on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3. The estimate of the cost and expenses for the maintenance of the landscaping within the District on file with the Superintendent of Streets (City Engineer) and the City Clerk is approved and adopted by the City Council.

SECTION 4. The City Council determines maintenance of the landscaping within the District is of more than local or ordinary public benefit, and is of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The City Council makes and orders the cost and expense for the maintenance of the landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be chargeable upon the District, the area of which is described and depicted as set forth on Exhibit A, and declare that the District benefited by the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

SECTION 5. The City shall not assess the costs and expenses for the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the District and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the District only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the District.

SECTION 6. The costs and expense for the maintenance of landscaping shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the District to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

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

[SIGNATURES ON FOLLOWING PAGE.]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
August 26, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael S. Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION 3570-819

[Legal Description and Assessment Diagram]

See following pages.

EXHIBIT A
MAINTENANCE IMPROVEMENTS DISTRICT
LEGAL DESCRIPTION

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 15, BEING MARKED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 15, BEING MONUMENTED BY A BRASS CAP IN HANDHOLE, BEARS SOUTH 1 DEGREES 25 MINUTES 38 SECONDS EAST, 2641.21 FEET;

THENCE SOUTH 1 DEGREES 25 MINUTES 38 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, 1320.60 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 1 DEGREES 25 MINUTES 38 SECONDS EAST, 460.60 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 44 SECONDS WEST, 871.00 FEET;

THENCE SOUTH 1 DEGREES 25 MINUTES 38 SECONDS EAST, 200.00 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 44 SECONDS WEST, 448.91 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 15;

THENCE ALONG SAID WEST LINE, NORTH 1 DEGREES 23 MINUTES 58 SECONDS WEST, 261.28 FEET;

THENCE SOUTH 89 DEGREES 49 MINUTES 22 SECONDS EAST, 250.00 FEET;

THENCE NORTH 1 DEGREES 23 MINUTES 57 SECONDS WEST, 399.89 FEET TO THE SOUTH LINE OF THE AMENDED PLAT FOR WHYMAN HACIENDAS, AS RECORDED IN BOOK 926, PAGE 22, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 52 MINUTES 53 SECONDS EAST, 61.50 FEET;

THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 43 MINUTES 13 SECONDS EAST, 913.59 FEET;

THENCE ALONG SAID SOUTH LINE, SOUTH 0 DEGREES 10 MINUTES 38 SECONDS WEST, 9.48 FEET;

THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 49 MINUTES 22 SECONDS EAST, 94.56 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 602,280 SQ.FT. OR 13.8264 ACRES MORE OR LESS.



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Westwood

6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

Westwood Professional Services, Inc.

MAINTENANCE IMPROVEMENT DISTRICT
EXHIBIT MAP & LEGAL DESCRIPTION
MARBELLA PARK
AVONDALE, ARIZONA

SHEET NUMBER:

1 OF 3

DATE: 06-25-2019
PROJ: 0009274



**MAINTENANCE IMPROVEMENT DISTRICT
EXHIBIT MAP & LEGAL DESCRIPTION
MARBELLA PARK
AVONDALE, ARIZONA**

2 OF 3

DATE: 06-25-2019
PROJ: 0009274

EXHIBIT A

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S1°25'38"E	200.00'
L2	S89°49'22"E	250.00'
L3	N89°52'53"E	61.50'
L4	S0°10'38"W	9.48'
L5	S89°49'22"E	94.56'

LEGEND

	PROPERTY LINE
	CENTER LINE
	BOUNDARY LINE
	SECTION LINE
	LOT LINE



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Westwood

6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

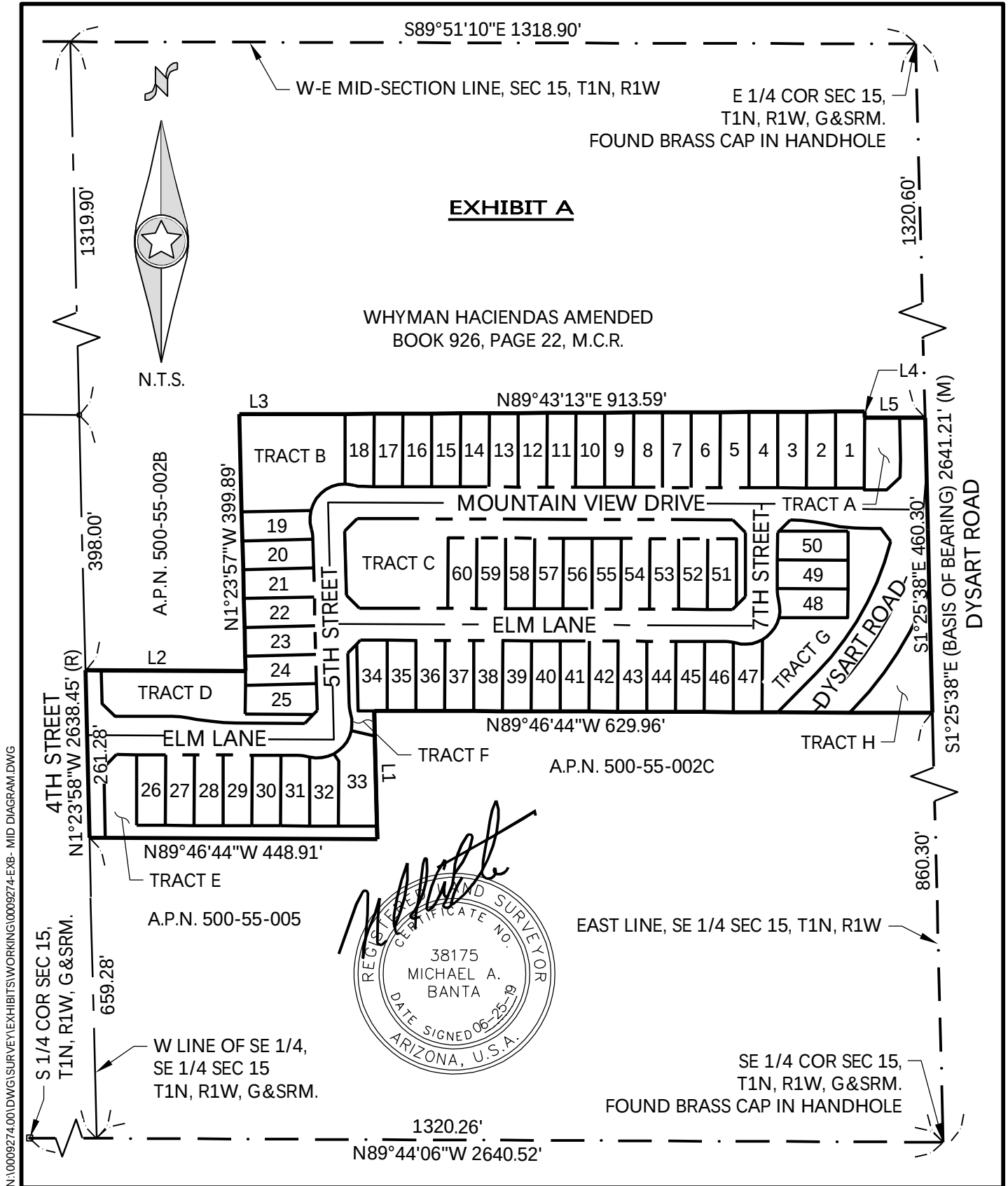
Westwood Professional Services, Inc.

**MAINTENANCE IMPROVEMENT DISTRICT
EXHIBIT MAP & LEGAL DESCRIPTION
MARBELLA PARK
AVONDALE, ARIZONA**

SHEET NUMBER:

3 OF 3

DATE: 06-25-2019
PROJ: 0009274



Westwood

6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254
Westwood Professional Services, Inc.

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
MARBELLA PARK
AVONDALE, ARIZONA

SHEET NUMBER:

1 OF 5

DATE: 06-25-2019
PROJ: 0009274

EXHIBIT A

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S1°25'38"E	200.00'
L2	S89°49'22"E	250.00'
L3	S89°52'53"W	61.50'
L4	N0°10'38"E	9.48'
L5	S89°49'22"E	94.56'

NOTE: THIS IMPROVEMENT DISTRICT IS FORMED FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE SIDEWALKS, LANDSCAPING, LANDSCAPED DRAINAGE FACILITIES, AND RELATED IMPROVEMENTS ADJACENT TO AND ALONG THE PUBLIC ROADWAYS AND PARKWAYS WITHIN THE DISTRICT.

LEGEND

	PROPERTY LINE
	CENTER LINE
	BOUNDARY LINE
	SECTION LINE
	LOT LINE



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Westwood

6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

Westwood Professional Services, Inc.

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
MARBELLA PARK
AVONDALE, ARIZONA

SHEET NUMBER:

2 OF 5

DATE: 06-25-2019
PROJ: 0009274

EXHIBIT A

LOT TABLE		
LOT	SQUARE FEET	ACRES
1	5,369	0.1232
2	5,353	0.1229
3	5,336	0.1225
4	5,320	0.1221
5	5,304	0.1218
6	5,288	0.1214
7	5,272	0.1210
8	5,256	0.1207
9	5,240	0.1203
10	5,223	0.1199
11	5,207	0.1195
12	5,191	0.1192
13	5,175	0.1188
14	5,159	0.1184
15	5,143	0.1181
16	5,127	0.1177
17	5,110	0.1173
18	5,039	0.1157
19	4,845	0.1112
20	4,950	0.1136

LOT TABLE		
LOT	SQUARE FEET	ACRES
21	4,950	0.1136
22	4,950	0.1136
23	4,950	0.1136
24	4,958	0.1138
25	5,170	0.1187
26	4,950	0.1136
27	4,950	0.1136
28	4,950	0.1136
29	4,950	0.1136
30	4,950	0.1136
31	4,934	0.1133
32	4,836	0.1110
33	8,132	0.1867
34	5,113	0.1174
35	4,950	0.1136
36	4,950	0.1136
37	4,950	0.1136
38	4,950	0.1136
39	4,950	0.1136
40	4,950	0.1136



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Westwood6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254**Westwood Professional Services, Inc.**

**MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
MARBELLA PARK
AVONDALE, ARIZONA**

SHEET NUMBER:

3 OF 5DATE: 06-25-2019
PROJ: 0009274

EXHIBIT A

LOT TABLE		
LOT	SQUARE FEET	ACRES
41	4,950	0.1136
42	4,950	0.1136
43	4,950	0.1136
44	4,950	0.1136
45	4,950	0.1136
46	4,946	0.1135
47	4,851	0.1114
48	4,848	0.1113
49	4,950	0.1136
50	4,946	0.1136
51	4,937	0.1133
52	4,950	0.1136
53	4,950	0.1136
54	4,950	0.1136
55	4,950	0.1136
56	4,950	0.1136
57	4,950	0.1136
58	4,950	0.1136
59	4,950	0.1136
60	4,950	0.1136

TOTAL: 305,128 7.0048



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Westwood

6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

Westwood Professional Services, Inc.

**MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
MARBELLA PARK
AVONDALE, ARIZONA**

SHEET NUMBER:

4 OF 5

DATE: 06-25-2019
PROJ: 0009274

EXHIBIT A

AREA TABLE

PARCEL	AREA (SQ.FT.)	AREA (ACRES)	DESCRIPTION
TRACT A	6,092	0.1399	OPEN SPACE, LANDSCAPING
TRACT B	22,934	0.5265	OPEN SPACE, LANDSCAPING, RETENTION BASIN, RECREATION AREA
TRACT C	36,807	0.8450	OPEN SPACE, LANDSCAPING, RETENTION BASIN, RECREATION AREA
TRACT D	17,868	0.4102	OPEN SPACE, LANDSCAPING, RETENTION BASIN, RECREATION AREA
TRACT E	13,825	0.3174	OPEN SPACE, LANDSCAPING
TRACT F	2,612	0.0600	OPEN SPACE, LANDSCAPING, PUBLIC WATER & SEWER EASEMENT
TRACT G	20,985	0.4817	OPEN SPACE, LANDSCAPING, RETENTION BASIN
TRACT H	10,597	0.2433	OPEN SPACE, LANDSCAPING, RETENTION BASIN

AREA TABLE

PARCEL	AREA (SQ.FT.)	AREA (ACRES)	DESCRIPTION
R.O.W.	165,432	3.7978	MONTAIN VIEW DRIVE/ ELM LANE/ 5TH STREET/ 7TH STREET/ DYSART ROAD



N:\0009274\00\DWG\SURVEY\EXHIBITS\WORKING\0009274-EXB- MID DIAGRAM.DWG

Westwood6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254**Westwood Professional Services, Inc.**

**MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
MARBELLA PARK
AVONDALE, ARIZONA**

SHEET NUMBER:

5 OF 5DATE: 06-25-2019
PROJ: 0009274

RESOLUTION 3569-819

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO MAINTAIN LANDSCAPING INCLUDED WITHIN, NEAR AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF AVONDALE AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 18 – MARBELLA PARK, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT; PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO; AND DECLARING AN EMERGENCY.

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

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to declare its intent to form the City of Avondale Maintenance Improvement District No. 18 – Marbella Park (the “Assessment District”) over the area described on Exhibit A, attached hereto and incorporated herein by reference and including those lots, pieces or parcels of land lying within the Assessment District as shown in more detail on the duplicate diagrams made by or at the direction of the City Engineer showing each separate lot numbered consecutively, the area in square feet of each lot, the area of any building or buildings located on each lot, and the location of the lot in relation to the work proposed to be done (the “Assessment Diagram”) attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the City Council declares that the maintenance of the landscaping included within, near and adjacent to a parkway and related facilities in the Assessment District to be of more than local or ordinary public benefit, and further that the cost of said maintenance shall be assessed on the Assessment District; and

WHEREAS, the City Council declares that the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities in the Assessment District is incidental to the maintenance and preservation of the parkway and related facilities, has aesthetic value, and maintains and increases the value of property within the Assessment District; and

WHEREAS, the City Council declares that the maintenance of landscaping included within and adjacent to a parkway and related facilities preserves and promotes the health, safety, and welfare of those citizens of the City living within the Assessment District as well as preservation of the streets and parkways which may be adversely impacted by drainage and other water formations; and

WHEREAS, the City Council declares that the maintenance of a landscaped buffer between a parkway and the adjacent developments reduces the visual and other impact of light, air and noise pollution and tends to increase personal and vehicular safety on the parkway and decreases the likelihood vehicular accidents will harm adjacent developments in furtherance of the health, safety and welfare of those citizens of the City living within the Assessment District; and

WHEREAS, the City Council declares that maintenance of landscaped drainage and other water control facilities and features within, near or adjacent to a parkway and related facilities tends to preserve the structural integrity of the parkway and mitigates flooding of adjacent areas and the parkway by draining water to and from the parkway in furtherance of the health, safety and welfare of those citizens of the City living within the Assessment District.

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

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

SECTION 2. The public interest or convenience requires, and it is the intention of the City Council to order the following work (hereinafter the “Work”) to be performed: The maintenance of all landscaping, including replacement of landscape materials, within the Assessment District in the areas shown on the Assessment Diagram.

SECTION 3. The City Council designates as parkways those streets and rights-of-way areas set forth on the Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and specifically including those portions of pedestrian facilities, retention, detention and storm water management facilities included within or adjacent to the Assessment District. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the plans showing the engineer’s estimate for the City of Avondale Maintenance Improvement District No. 18 – Marbella Park, filed with the City Clerk prior to the adoption of this Resolution (the “Plans and Specifications”), which are hereby approved and adopted by the City Council and which shall remain on file in the Office of the City Engineer; no assessment for any lot shall exceed its proportion of the estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets (the City Engineer) and the City Clerk are hereby approved and adopted by the City Council. In addition to the requirements of law, the procedures set forth in the City

Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Avondale Maintenance Improvement District No. 18 – Marbella Park.

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
August 26, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael S. Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION 3569-819

[Legal Description]

See following pages.

EXHIBIT B
TO
RESOLUTION 3569-819

[Assessment Diagram]

See following pages.

**PETITION, WAIVER AND CONSENT TO FORMATION
OF A MUNICIPAL IMPROVEMENT DISTRICT
BY THE CITY OF AVONDALE**

**Maintenance Improvement District No. 18
(Marbella Park)**

To: Honorable Mayor and Council
City of Avondale, Arizona

Pursuant to ARIZ. REV. STAT. § 48-574(C), the undersigned property owners respectfully petition the Council of the City of Avondale, Arizona (the “City Council”) to order the formation of a Municipal Improvement District (the “District”) under ARIZ. REV. STAT. § 48-574, *et seq.* In support of this petition, the undersigned agree to waive certain rights under Arizona Law and to consent to the formation and completion of the District.

1. Area of District. The proposed District is described by a diagram and by a legal description on Exhibit A, attached hereto and incorporated herein by reference. The proposed District consists of ± 13.8264 acres and is entirely within the corporate boundaries of the City of Avondale.
2. Ownership. The undersigned is the sole owner of the real property within the proposed District.
3. Purpose. The District is proposed to be formed for the purpose of the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways, and parkways within the proposed District.
4. Public Convenience and Necessity. The necessity for the proposed District is for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed District by the levying of special assessments in the proposed District.
5. Waiver and Consent. The petitioners, with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:
 - a. Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District.
 - b. All protest rights whatsoever under ARIZ. REV. STAT. §§ 48-579(A) and (B), as amended.
 - c. All objections to the filing of and adoption by the City of the plans and specifications, the Engineer’s Estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit. The Engineer's Estimate of the costs and expenses of the improvements are attached as part of Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Petition and Waiver Agreement as of _____, 2019.

"Property Owner"

TRS 13, LLC,
an Arizona limited liability company

By: Taproot Consulting LLC,
an Arizona limited liability company

By: _____
John Wittrock, Manager

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On, _____ 2019, before me personally appeared John Wittrock, the Manager of Taproot Consulting LLC, an Arizona limited liability company, the Manager of TRS 13, LLC, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document on behalf of the company.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TRS 13, LLC,
an Arizona limited liability company

By: Hegardt Investments LLC,
an Arizona limited liability company

By: _____
Brian Hegardt, Manager

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On, _____ 2019, before me personally appeared Brian Hegardt, the Manager of Hegardt Investments LLC, an Arizona limited liability company, the Manager of TRS 13, LLC, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document on behalf of the company.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACCEPTED AND APPROVED BY:

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Kenneth N. Weise, the Mayor of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

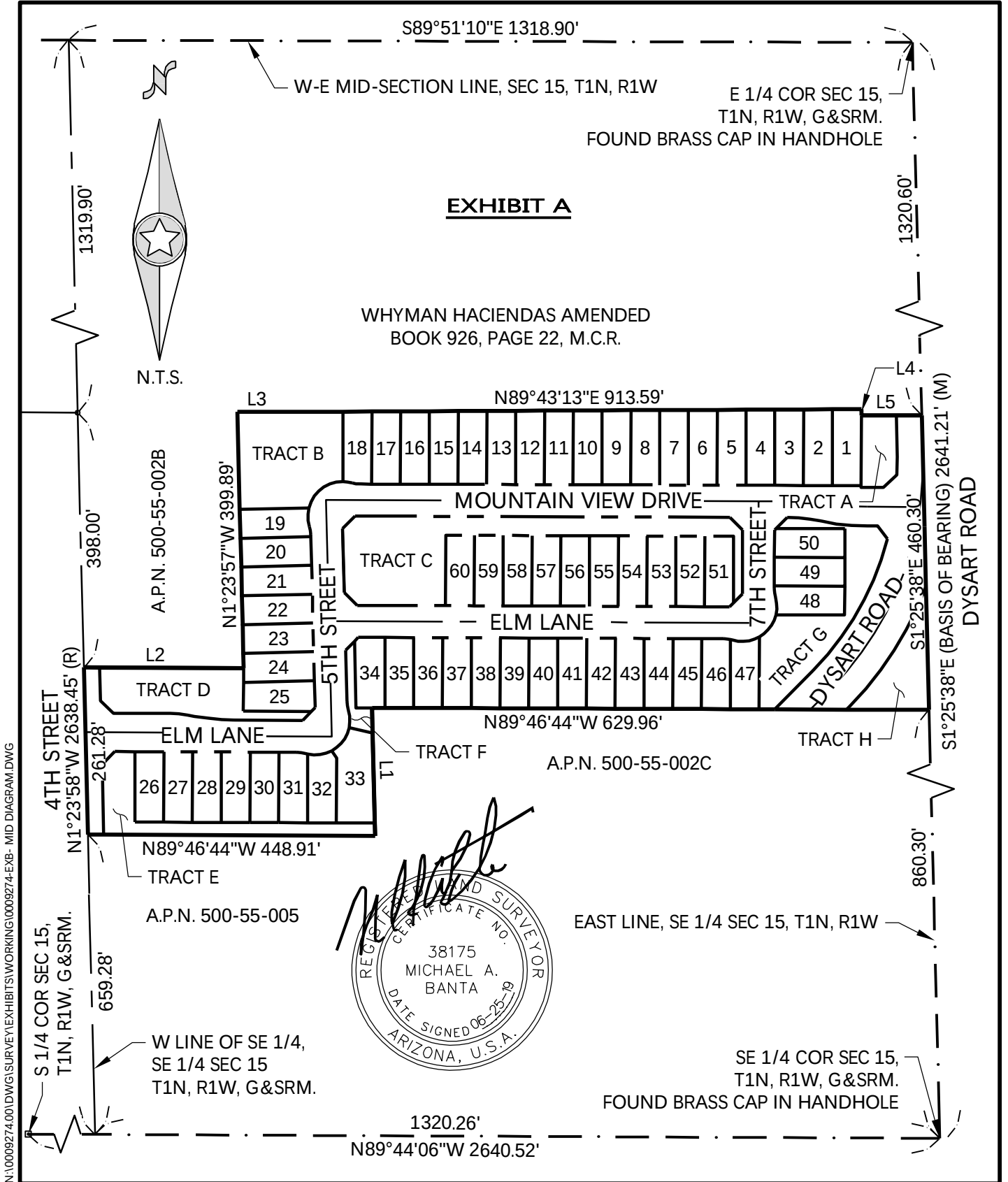
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**EXHIBIT A
TO
PETITION, WAIVER AND CONSENT TO FORMATION
OF A MUNICIPAL IMPROVEMENT DISTRICT
BY THE CITY OF AVONDALE**

**Maintenance Improvement District No. X
(Marbella Park)**

[Assessment Diagram, Legal Description and Engineer's Estimate]

See following pages.



Westwood

6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254
Westwood Professional Services, Inc.

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
MARBELLA PARK
AVONDALE, ARIZONA

SHEET NUMBER:

1 OF 5

DATE: 06-25-2019
PROJ: 0009274

EXHIBIT A

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S1°25'38"E	200.00'
L2	S89°49'22"E	250.00'
L3	S89°52'53"W	61.50'
L4	N0°10'38"E	9.48'
L5	S89°49'22"E	94.56'

NOTE: THIS IMPROVEMENT DISTRICT IS FORMED FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE SIDEWALKS, LANDSCAPING, LANDSCAPED DRAINAGE FACILITIES, AND RELATED IMPROVEMENTS ADJACENT TO AND ALONG THE PUBLIC ROADWAYS AND PARKWAYS WITHIN THE DISTRICT.

LEGEND

	PROPERTY LINE
	CENTER LINE
	BOUNDARY LINE
	SECTION LINE
	LOT LINE



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Westwood

6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

Westwood Professional Services, Inc.

**MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
MARBELLA PARK
AVONDALE, ARIZONA**

SHEET NUMBER:

2 OF 5

DATE: 06-25-2019
PROJ: 0009274

EXHIBIT A

LOT TABLE		
LOT	SQUARE FEET	ACRES
1	5,369	0.1232
2	5,353	0.1229
3	5,336	0.1225
4	5,320	0.1221
5	5,304	0.1218
6	5,288	0.1214
7	5,272	0.1210
8	5,256	0.1207
9	5,240	0.1203
10	5,223	0.1199
11	5,207	0.1195
12	5,191	0.1192
13	5,175	0.1188
14	5,159	0.1184
15	5,143	0.1181
16	5,127	0.1177
17	5,110	0.1173
18	5,039	0.1157
19	4,845	0.1112
20	4,950	0.1136

LOT TABLE		
LOT	SQUARE FEET	ACRES
21	4,950	0.1136
22	4,950	0.1136
23	4,950	0.1136
24	4,958	0.1138
25	5,170	0.1187
26	4,950	0.1136
27	4,950	0.1136
28	4,950	0.1136
29	4,950	0.1136
30	4,950	0.1136
31	4,934	0.1133
32	4,836	0.1110
33	8,132	0.1867
34	5,113	0.1174
35	4,950	0.1136
36	4,950	0.1136
37	4,950	0.1136
38	4,950	0.1136
39	4,950	0.1136
40	4,950	0.1136



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Westwood6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254**Westwood Professional Services, Inc.**

**MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
MARBELLA PARK
AVONDALE, ARIZONA**

SHEET NUMBER:

3 OF 5DATE: 06-25-2019
PROJ: 0009274

EXHIBIT A

LOT TABLE		
LOT	SQUARE FEET	ACRES
41	4,950	0.1136
42	4,950	0.1136
43	4,950	0.1136
44	4,950	0.1136
45	4,950	0.1136
46	4,946	0.1135
47	4,851	0.1114
48	4,848	0.1113
49	4,950	0.1136
50	4,946	0.1136
51	4,937	0.1133
52	4,950	0.1136
53	4,950	0.1136
54	4,950	0.1136
55	4,950	0.1136
56	4,950	0.1136
57	4,950	0.1136
58	4,950	0.1136
59	4,950	0.1136
60	4,950	0.1136

TOTAL: 305,128 7.0048



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Westwood

6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

Westwood Professional Services, Inc.

MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
MARBELLA PARK
AVONDALE, ARIZONA

SHEET NUMBER:

4 OF 5

DATE: 06-25-2019
PROJ: 0009274

EXHIBIT A**AREA TABLE**

PARCEL	AREA (SQ.FT.)	AREA (ACRES)	DESCRIPTION
TRACT A	6,092	0.1399	OPEN SPACE, LANDSCAPING
TRACT B	22,934	0.5265	OPEN SPACE, LANDSCAPING, RETENTION BASIN, RECREATION AREA
TRACT C	36,807	0.8450	OPEN SPACE, LANDSCAPING, RETENTION BASIN, RECREATION AREA
TRACT D	17,868	0.4102	OPEN SPACE, LANDSCAPING, RETENTION BASIN, RECREATION AREA
TRACT E	13,825	0.3174	OPEN SPACE, LANDSCAPING
TRACT F	2,612	0.0600	OPEN SPACE, LANDSCAPING, PUBLIC WATER & SEWER EASEMENT
TRACT G	20,985	0.4817	OPEN SPACE, LANDSCAPING, RETENTION BASIN
TRACT H	10,597	0.2433	OPEN SPACE, LANDSCAPING, RETENTION BASIN

AREA TABLE

PARCEL	AREA (SQ.FT.)	AREA (ACRES)	DESCRIPTION
R.O.W.	165,432	3.7978	MONTAIN VIEW DRIVE/ ELM LANE/ 5TH STREET/ 7TH STREET/ DYSART ROAD



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Westwood6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254**Westwood Professional Services, Inc.**

**MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM
MARBELLA PARK
AVONDALE, ARIZONA**

SHEET NUMBER:

5 OF 5DATE: 06-25-2019
PROJ: 0009274

EXHIBIT A
MAINTENANCE IMPROVEMENTS DISTRICT
LEGAL DESCRIPTION

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 15, BEING MARKED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 15, BEING MONUMENTED BY A BRASS CAP IN HANDHOLE, BEARS SOUTH 1 DEGREES 25 MINUTES 38 SECONDS EAST, 2641.21 FEET;

THENCE SOUTH 1 DEGREES 25 MINUTES 38 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, 1320.60 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 1 DEGREES 25 MINUTES 38 SECONDS EAST, 460.60 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 44 SECONDS WEST, 871.00 FEET;

THENCE SOUTH 1 DEGREES 25 MINUTES 38 SECONDS EAST, 200.00 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 44 SECONDS WEST, 448.91 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 15;

THENCE ALONG SAID WEST LINE, NORTH 1 DEGREES 23 MINUTES 58 SECONDS WEST, 261.28 FEET;

THENCE SOUTH 89 DEGREES 49 MINUTES 22 SECONDS EAST, 250.00 FEET;

THENCE NORTH 1 DEGREES 23 MINUTES 57 SECONDS WEST, 399.89 FEET TO THE SOUTH LINE OF THE AMENDED PLAT FOR WHYMAN HACIENDAS, AS RECORDED IN BOOK 926, PAGE 22, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 52 MINUTES 53 SECONDS EAST, 61.50 FEET;

THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 43 MINUTES 13 SECONDS EAST, 913.59 FEET;

THENCE ALONG SAID SOUTH LINE, SOUTH 0 DEGREES 10 MINUTES 38 SECONDS WEST, 9.48 FEET;

THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 49 MINUTES 22 SECONDS EAST, 94.56 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 602,280 SQ.FT. OR 13.8264 ACRES MORE OR LESS.



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Westwood

6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

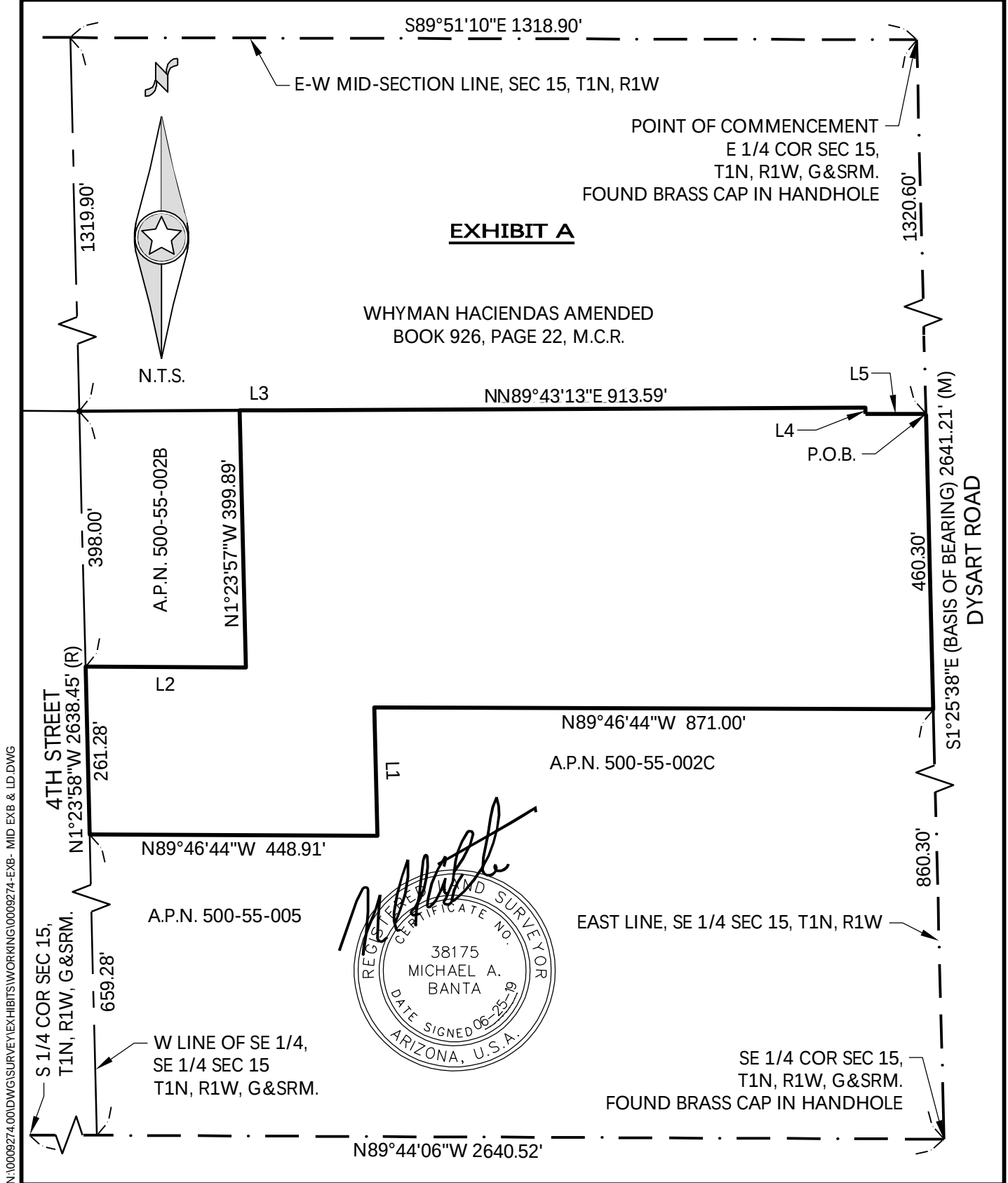
Westwood Professional Services, Inc.

MAINTENANCE IMPROVEMENT DISTRICT
EXHIBIT MAP & LEGAL DESCRIPTION
MARBELLA PARK
AVONDALE, ARIZONA

SHEET NUMBER:

1 OF 3

DATE: 06-25-2019
PROJ: 0009274



Westwood

6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

Westwood Professional Services, Inc.

MAINTENANCE IMPROVEMENT DISTRICT
EXHIBIT MAP & LEGAL DESCRIPTION
MARBELLA PARK
AVONDALE, ARIZONA

SHEET NUMBER:

2 OF 3

DATE: 06-25-2019
PROJ: 0009274

EXHIBIT A

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S1°25'38"E	200.00'
L2	S89°49'22"E	250.00'
L3	N89°52'53"E	61.50'
L4	S0°10'38"W	9.48'
L5	S89°49'22"E	94.56'

LEGEND

	PROPERTY LINE
	CENTER LINE
	BOUNDARY LINE
	SECTION LINE
	LOT LINE



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Westwood

6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

Westwood Professional Services, Inc.

MAINTENANCE IMPROVEMENT DISTRICT
EXHIBIT MAP & LEGAL DESCRIPTION
MARBELLA PARK
AVONDALE, ARIZONA

SHEET NUMBER:

3 OF 3

DATE: 06-25-2019
PROJ: 0009274

CITY OF AVONDALE
MAINTENANCE IMPROVEMENT DISTRICT NO. 18
"MARBELLA PARK" TRACTS A THROUGH H

ENGINEERS ESTIMATE

In compliance with the provisions of A.R.S. Title 48, Chapter 4, Article 2, Section §48-574, and all amendments and supplements thereto, we hereby estimate the costs and expenses of said improvements to be as follows:

AREA

Right-of-way: 0.27 AC
Tract Area: 3.02 AC

ANNUAL MAINTENANCE FEE

Right-of-way:	0.27	x	\$2,000	AC	=	\$540.00
Tract Area:	3.02	x	\$10,500	AC	=	\$31,710.00
						<u>\$32,250.00</u>

ANNUAL ADMINISTRATIVE FEE

\$32,250.00	x	5%	=	\$1,612.50
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TOTAL ANNUAL COST

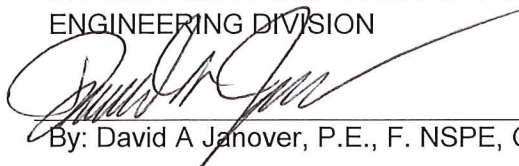
\$32,250.00	+	\$1,612.50	=	\$33,862.50
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TOTAL COST PER MONTH

\$33,862.50	/	12 MONTHS	=	\$2,821.88
-------------	---	-----------	---	------------

DATED

CITY OF AVONDALE
DEVELOPMENT & ENGINEERING SERVICES
ENGINEERING DIVISION


By: David A Janover, P.E., F. NSPE, CFM

CITY COUNCIL REPORT

SUBJECT: Final Plat of Marbella Park (formerly Greyhound Park) - Application PL-18-0288

MEETING DATE: 8/26/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development & Engineering Services Department Director

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request by Mr. David Bohn, Westwood Professional Services, for approval of a Final Plat for Marbella Park (formerly "Greyhound Park"). Consistent with the Preliminary Plat approved by City Council in August 2018, the proposed Final Plat will create 60 single-family lots, 8 common area tracts, and dedicate adjacent arterial streets, internal local streets and easements on 13.8 gross acres located at the northeast corner of 4th Street and Elm Lane in Historic Avondale. City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for this parcel as a separate agenda item. The Council will take appropriate action.

BACKGROUND:

The 13.8-acre irregularly shaped subject property was undeveloped until the 1960's, when, while in the jurisdiction of Maricopa County, the site was developed with a kennel utilized for the breeding and training of greyhound racing dogs. The property was annexed in 1975; the kennel use continued on the property until 2013, when removal of the buildings and accessory structures began. As of 2016, only concrete slabs remain on the property. The property is currently vacant and undeveloped (Exhibit A).

The property is zoned MH (Manufactured Home Park), which allows for the development of site built, single-family residential subdivisions on lots with a minimum width of 40' and depth of 70' (Exhibit B). In accordance with the MH zoning, a Preliminary Plat for Greyhound Park, the previous name of the proposed Marbella Park development, was approved by City Council in August 2018. The approved Preliminary Plat (Exhibit E) provides for a 60-lot single family residential subdivision covering approximately 13.6 acres at a density of 4.41 dwelling units per acre. Lots within the community feature a minimum lot area of 4,950 square feet (45'x110'). Approximately 2.6 acres of the property, or roughly 21 percent of the net site area, will be usable open space, including a 0.86-acre central park featuring a shaded children's playground, barbeque grill and picnic ramada.

The property is designated by the General Plan Land Use Map as Medium Density Residential (Exhibit C). The Medium Density Residential designation accommodates development of suburban detached single-family residential within a density range of 2.5 to 4.0 dwelling units per acre, with a target density of 2.5. The property's current MH zoning supersedes the site's General Plan designation, allowing for development to exceed 4.0 dwelling units/acre.

The existing uses and zoning of the surrounding properties are as follows:

NORTH: Whyman Haciendas, a 32-lot single-family residential subdivision constructed between 2005 and 2008. The subdivision is zoned R1-6 (Urban Residential) and is complete.

EAST: A large, 4-acre open space tract that is part of the Tres Rios Landing single-family residential community and owned and maintained by the Tres Rios Landing Homeowners Association. The tract contains portions of a trail system, large turfed play area, and a pedestrian node. The Tres Rios Landing community is zoned PAD (Planned Area Development).

SOUTH: A 4-acre vacant, undeveloped parcel which is privately owned and zoned MH, and a 9-acre vacant, undeveloped parcel which is owned by the City and zoned R1-6 (Urban Residential). The City-owned property had previously been used as a site for City offices and a community landfill.

WEST: Several single-family residences, zoned R1-6 (Urban Residential), that are not a part of any subdivision of record.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Final Plat (Exhibit F) for Marbella Park. In conformance with the approved Preliminary Plat for Greyhound Park, the proposed Marbella Park Final Plat subdivides the 13.8-acre property into 60 single-family residential lots with a minimum area of 4,950 square feet (45'x110') and creates 8 common area tracts for active and passive open space totaling 2.6 acres. Additionally, the proposed Final Plat dedicates right-of-way for Dysart Road along the property's eastern edge, all local streets internal to the development, and easements. Access to Marbella Park will come from 4th Street, an existing local street which runs north/south along the development's western boundary, and from Dysart Road, a modified minor arterial, which will be extended by the developer from its current terminus northeast of the subject property to the community's eastern Mountain View Drive entrance. The Marbella Park Homeowner's Association (HOA) will maintain all open space areas, landscape tracts, and right-of-way landscaping, including landscaped medians in local streets.

City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for the Marbella Park subdivision as a separate agenda item.

PUBLIC PARTICIPATION:

Public notification is not required for Final Plat applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Final Plat applications.

ANALYSIS:

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

- The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
- The proposed Final Plat conforms to the approved Preliminary Plat for Greyhound Park, dedicating rights-of-way and easements as necessary to serve the development. All conditions of Preliminary Plat

approval specific to the Final Plat have been satisfied.

- Final Landscape, Open Space, Amenity, Wall, and Photometric Plans for this project have been approved. The approved plans are consistent with the preliminary plans approved by City Council.
- Dedication of Dysart Road right-of-way will allow for future extension of an arterial street, enhancing north/south connectivity between Historic Avondale and Festival Fields Park.

DISCUSSION:

1. The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
2. The proposed Final Plat is in conformance with the approved Greyhound Park Preliminary Plat, including conditions of approval.
3. The conditions of approval are reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

STRATEGIC PLAN:

INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Encourage build-out in residential housing opportunities that support diverse housing options.

INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Maintain and expand quality infrastructure and improve connectivity to City amenities.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** application PL-18-0288 with one (1) recommended condition of approval, as follows:

1. The recorded plat shall be in conformance with the Marbella Park Final Plat submitted on July 1, 2019.

PROPOSED MOTION:

I move that City Council **APPROVE** application PL-18-0288, a request for approval of a Final Plat for Marbella Park, subject to one (1) recommended condition of approval.

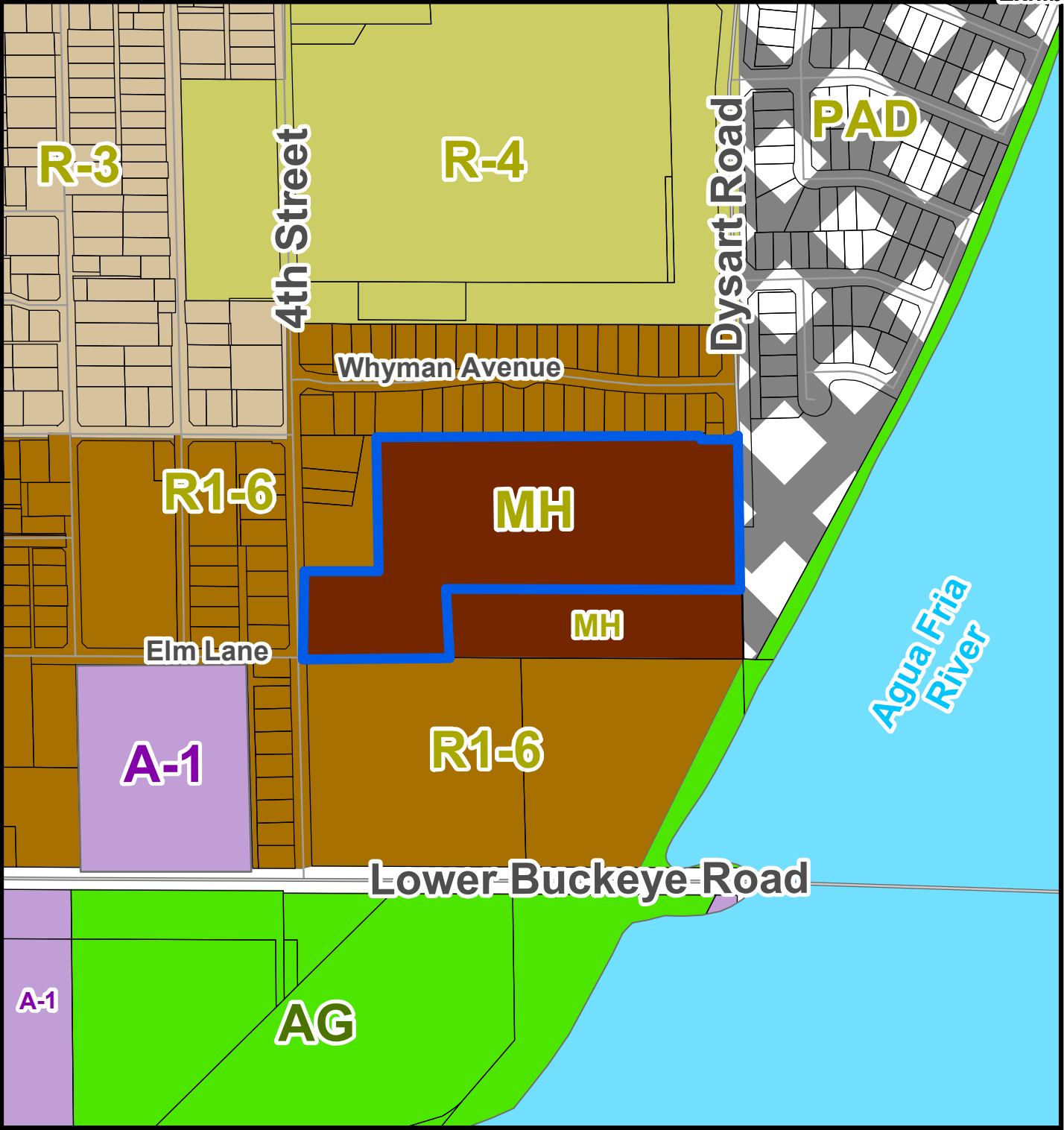


Aerial Photograph



Subject Property



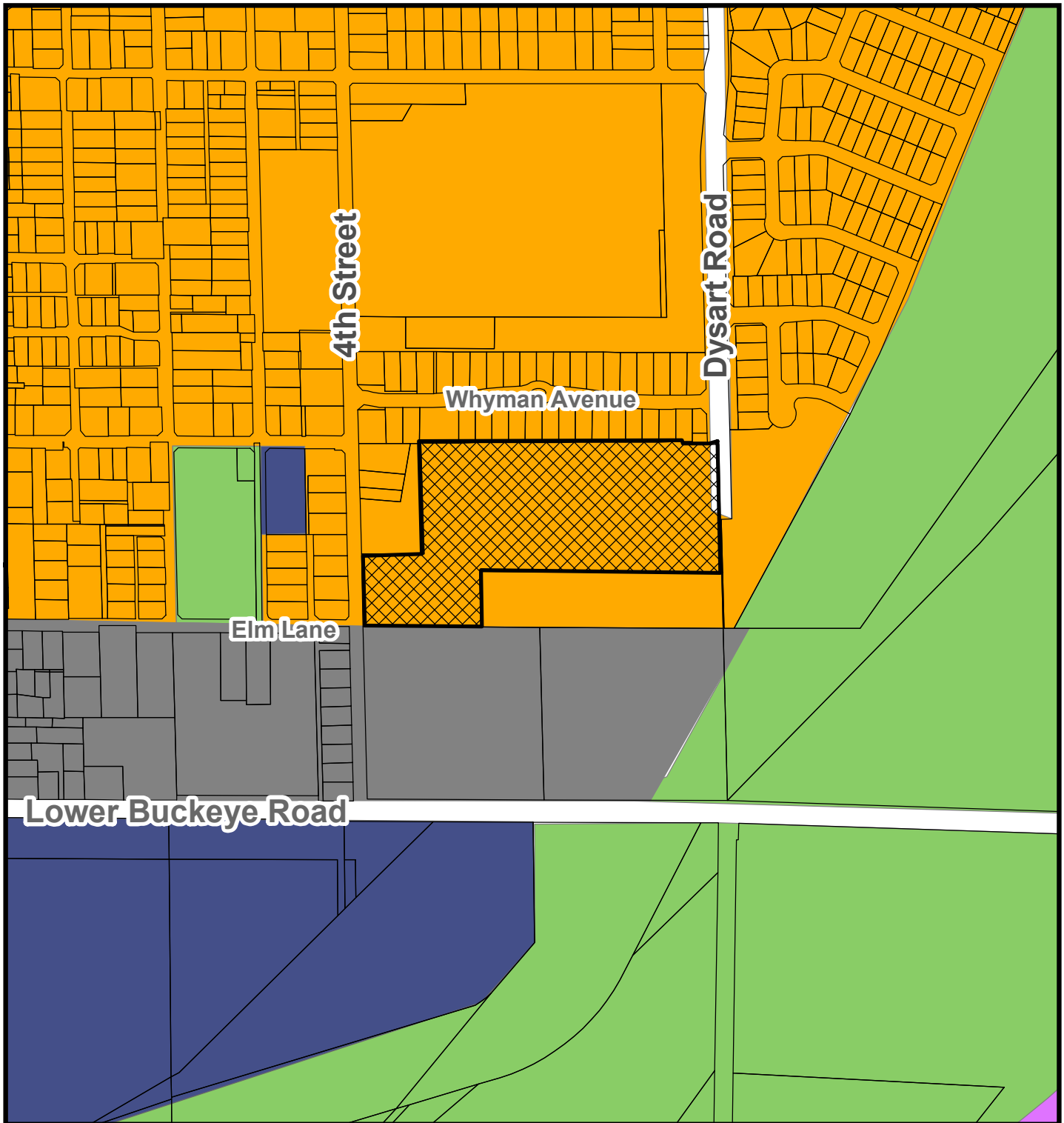


Zoning Vicinity Map



Subject Property





General Plan Land Use Map

- Medium Density Residential
- Open Space and Parks
- Public/Civic
- Subject Property
- Industrial



SUMMARY OF RELATED FACTS

APPLICATION PL-18-0288

THE PROPERTY	
PROPERTY SIZE	Approximately 13.8 gross acres
LOCATION	Northeast corner of Elm Lane and 4 th Street, extending west to the future Dysart Road alignment
PHYSICAL CHARACTERISTICS	The subject property is irregularly shaped and is relatively flat.
GENERAL PLAN LAND USE	The property is designated by the General Plan 2030 Land Use Map as Medium Density Residential. The Medium Density Residential designation accommodates development of suburban detached single-family residential within a density range of 2.5 to 4.0 dwelling units per acre.
EXISTING ZONING	MH (Manufactured Home Park); In addition to allowing for the development of manufactured home parks, the MH district allows for the development of site built, single-family residential subdivisions such as the proposed Marbella Park development.
ZONING HISTORY	The majority of the property was annexed in April 1975 and the remainder, a small sliver of land on the property's eastern end, was annexed in August 2018. City records show that the parcel has been zoned MH (originally named R-5) since its annexation. In 2016, the Zoning Ordinance was amended to allow MH zoned properties to also be developed with traditional single-family detached subdivisions. A Preliminary Plat for the proposed 60-lot subdivision, at that time named "Greyhound Park", was approved by City Council in August 2018.
DEVELOPMENT HISTORY	The property was undeveloped until the 1960's, when the site was developed with a kennel utilized for the breeding and training of greyhound racing dogs. The kennel use continued on the property until 2013, when removal of the buildings and accessory structures started; as of 2016, only concrete slabs remain on the property. The property is currently vacant and undeveloped.

SURROUNDING ZONING AND LAND USE	
NORTH	Whyman Haciendas, a 32-lot single-family residential subdivision constructed between 2005 and 2008. The subdivision, which is zoned R1-6 (Urban Residential) is complete.
EAST	A large, 4-acre open space tract that is part of the Tres Rios Landing single-family residential community and owned and maintained by the Tres Rios Landing Homeowners Association. The tract contains portions of a trail system, large turf play area, and a pedestrian node. The Tres Rios Landing community is zoned Planned Area Development (PAD).
SOUTH	Vacant, undeveloped property, including a 4-acre parcel which is privately owned and zoned MH (Manufactured Home Park), and a 9-acre parcel which is owned by the City and zoned R1-6 (Urban Residential). The City-owned

	property had previously been used as a site for City offices and a community landfill.
WEST	Multiple single-family residences, zoned R1-6 (Urban Residential), not a part of any subdivision of record.

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Avondale Elementary School District Agua Fria Union High School District
ELEMENTARY SCHOOL	Eliseo Felix Elementary School/Lattie Coor Middle School
HIGH SCHOOL	Agua Fria High School

<i>ADJACENT STREETS</i>	
Dysart Road	
Classification	Modified Minor Arterial
Existing full-street ROW	0'
Future full-street ROW	80'
Existing half street improvements	None; Dysart Road currently ends north of the subject property.
Future half street improvements	2 travel lanes in each direction (without center turn lane), curb-and-gutter, street lights, detached sidewalk, and landscaping. The developer of Marbella Park will construct the full Dysart Road improvements from its current terminus to the development's Mountain View Drive entrance; the City will then design and construct the remainder of Dysart Road to connect to Lower Buckeye Road at a future date.
4th Street	
Classification	Local
Existing half street ROW	25'
Standard half street ROW	25'
Existing half street improvements	1 travel lane, curb and gutter, attached sidewalk, and streetlights.
Standard half street improvements	1 travel lane, curb and gutter, attached sidewalk, and streetlights.

<i>UTILITIES</i>
Water service for the community will be provided via a system that ties into the existing 8" water main in 4 th Street and by extending the existing 12" water main in Dysart Road.
Sewer service will tie into the existing city-owned lift station at the northeast corner of the property that currently serves the Whyman Haciendas community.
APS provides electrical service in this portion of Avondale.

Exhibit E

Approved Preliminary Plat

Marbella Park (FKA Greyhound Park)

Exhibit F

Proposed Final Plat

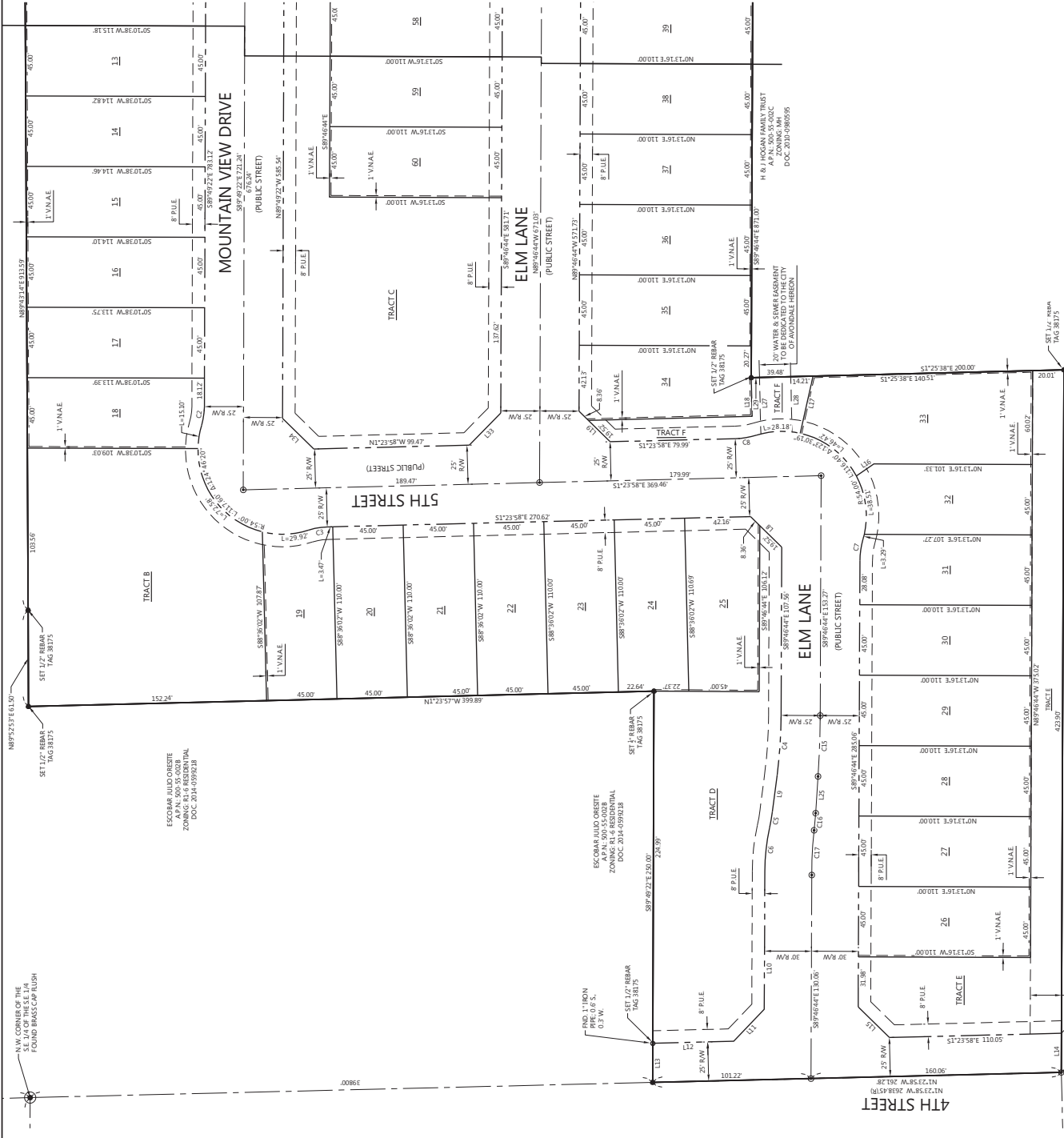
Marbella Park

© 2017 Westwood Professional Services, Inc.

ANY CORNER OF THE
SE 1/4 OF THE SE 1/4
FOUND BRASS CAP RUSH

ESCORAL RUIDO ORISTE
A.P.N. 500-55-0028
ZONING R1-4 RESIDENTIAL
DOC. 2014-059218

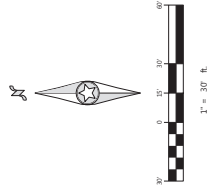
ESCORAL RUIDO ORISTE
ZONING R1-4 RESIDENTIAL
DOC. 2014-059218



MATCH SHEET 4

LINE	DIRECTION	DISTANCE
L8	S44°24'39"W	27.88'
L9	S52°39'08"E	23.70'
L10	S89°04'04"E	88.32'
L11	S46°23'58"E	28.28'
L12	S1°23'58"E	51.79'
L13	S89°04'22"E	25.01'
L14	N89°06'49"W	27.88'
L15	N44°24'39"E	27.88'
L16	S34°12'31"E	13.55'
L17	S77°26'19"E	37.45'
L18	S85°36'02"W	24.73'
L19	N44°24'39"E	27.88'
L20	N89°04'44"E	23.55'
L21	N89°04'44"E	23.55'
L22	N89°04'44"E	23.55'
L23	N89°04'44"E	23.55'
L24	N89°04'44"E	23.55'
L25	N89°04'44"E	23.55'
L26	N89°04'44"E	23.55'
L27	N89°04'44"E	23.55'
L28	N89°04'44"E	23.55'
L29	N89°04'44"E	23.55'
L30	N89°04'44"E	23.55'
L31	N89°04'44"E	23.55'
L32	N89°04'44"E	23.55'
L33	N89°04'44"E	23.55'
L34	N89°04'44"E	23.55'
L35	N89°04'44"E	23.55'
L36	N89°04'44"E	23.55'
L37	N89°04'44"E	23.55'
L38	N89°04'44"E	23.55'
L39	N89°04'44"E	23.55'
L40	N89°04'44"E	23.55'
L41	N89°04'44"E	23.55'
L42	N89°04'44"E	23.55'
L43	N89°04'44"E	23.55'
L44	N89°04'44"E	23.55'
L45	N89°04'44"E	23.55'
L46	N89°04'44"E	23.55'
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L49	N89°04'44"E	23.55'
L50	N89°04'44"E	23.55'
L51	N89°04'44"E	23.55'
L52	N89°04'44"E	23.55'
L53	N89°04'44"E	23.55'
L54	N89°04'44"E	23.55'
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L60	N89°04'44"E	23.55'
L61	N89°04'44"E	23.55'
L62	N89°04'44"E	23.55'
L63	N89°04'44"E	23.55'
L64	N89°04'44"E	23.55'
L65	N89°04'44"E	23.55'
L66	N89°04'44"E	23.55'
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L68	N89°04'44"E	23.55'
L69	N89°04'44"E	23.55'
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L83	N89°04'44"E	23.55'
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L89	N89°04'44"E	23.55'
L90	N89°04'44"E	23.55'
L91	N89°04'44"E	23.55'
L92	N89°04'44"E	23.55'
L93	N89°04'44"E	23.55'
L94	N89°04'44"E	23.55'
L95	N89°04'44"E	23.55'
L96	N89°04'44"E	23.55'
L97	N89°04'44"E	23.55'
L98	N89°04'44"E	23.55'
L99	N89°04'44"E	23.55'
L100	N89°04'44"E	23.55'

CURVE #	RADIUS	LENGTH	DELTA	TANGENT
C2	42.00'	12.17'	16°35'52"	6.13
C3	42.00'	12.17'	16°35'52"	6.13
C4	42.00'	12.17'	16°35'52"	6.13
C5	107.11'	38.20'	70°7'59"	19.12
C6	119.66'	10.52'	12°02'51"	5.26
C7	110.38'	27.56'	12°02'51"	13.88
C8	50.00'	13.91'	15°56'31"	7.00
C9	62.475'	38.89'	7°41'01"	16.46
C10	207.03'	10.95'	2°32'21"	5.47
C11	263.88'	28.65'	4°07'51"	14.33



3 of 4

SHEET NUMBER
DATE 06-25-2019
PROJECT 009274

FINAL PLAT FOR
MARBELLA PARK
AVONDALE ARIZONA

Westwood
Professional Services, Inc.
1000 East Country Parkway, Suite 250
Phoenix, AZ 85024
Phone (480) 347-0025
Fax (480) 347-0025
www.westwoodps.com

SCALE: 1" = 100'
VERTICAL
HORIZONTAL
FIELD WORK DATE
FIELD PLAT DATE
DRAWN
CHECKED
DATE
REVISIONS

REVISIONS
DATE
BY
REASON
REVISIONS
DATE
BY
REASON



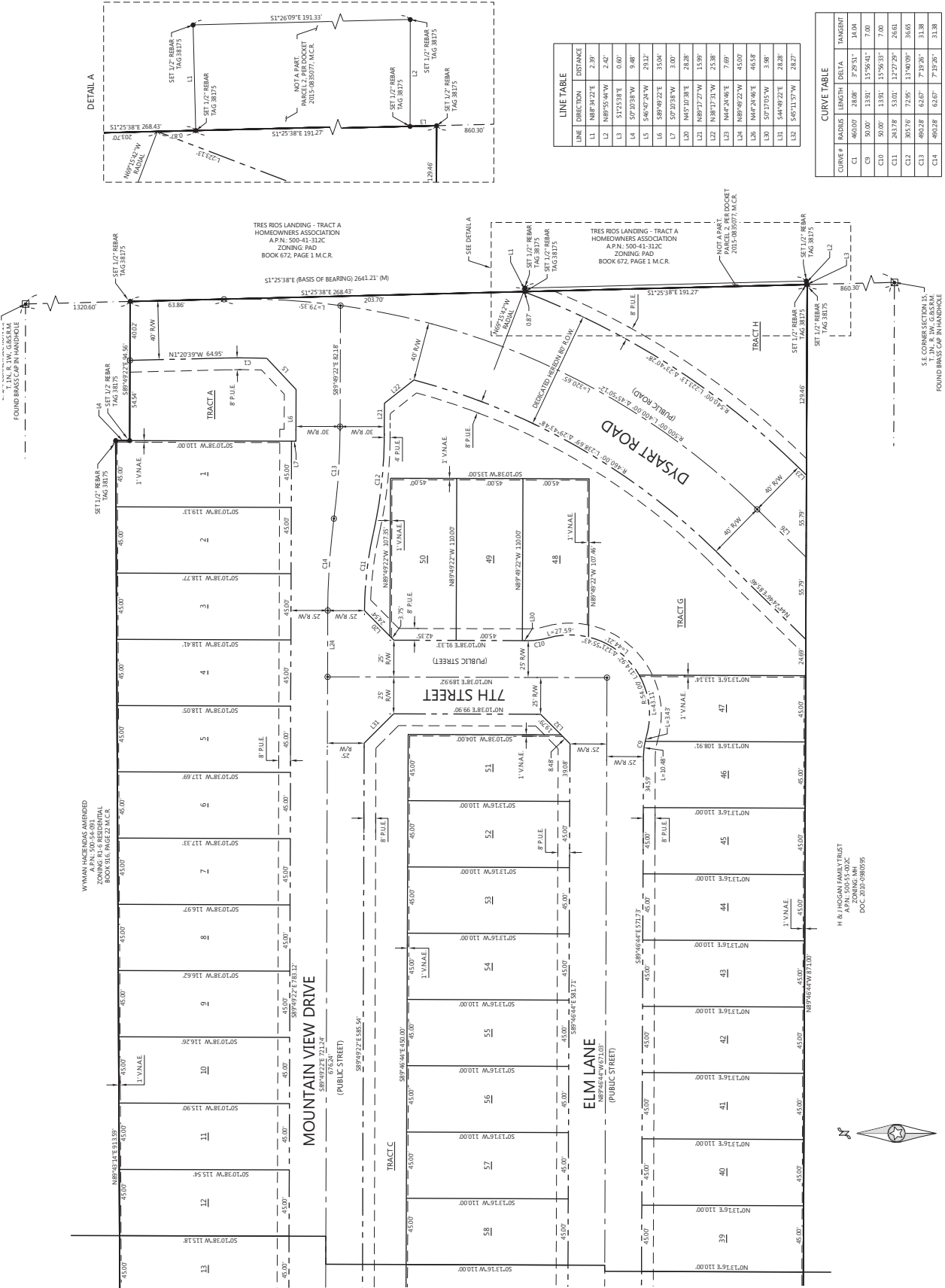
FINAL PLAT FOR
 MARBELLA PARK
 AVONDALE, ARIZONA

Westwood
 Engineering, Inc.
 4000 East Greenway Parkway, Suite 250
 Phoenix, AZ 85034
 (602) 347-4025
 www.westwoodeng.com

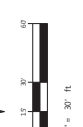
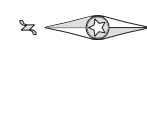
DESCRIPTION	CHANGES	DATE	BY	APP'D
REVISION	1.0	06/25/2019	WJ	WJ
REVISION	2.0	06/25/2019	WJ	WJ
REVISION	3.0	06/25/2019	WJ	WJ
REVISION	4.0	06/25/2019	WJ	WJ
REVISION	5.0	06/25/2019	WJ	WJ
REVISION	6.0	06/25/2019	WJ	WJ
REVISION	7.0	06/25/2019	WJ	WJ
REVISION	8.0	06/25/2019	WJ	WJ
REVISION	9.0	06/25/2019	WJ	WJ
REVISION	10.0	06/25/2019	WJ	WJ

CURVE #	RADIUS	LENGTH	DATA	TANGENT
C1	460.00'	24.00'	3°29'51"	34.04'
C9	50.00'	13.01'	15°56'31"	7.00'
C10	50.00'	13.01'	15°56'31"	7.00'
C11	243.78'	53.01'	12°27'29"	26.61'
C12	305.76'	72.86'	13°40'09"	36.65'
C13	460.28'	62.07'	7°19'26"	31.38'
C14	460.28'	62.07'	7°19'26"	31.38'

LINE	DIRECTION	DISTANCE
L1	N89°34'22"E	2.39'
L2	N89°55'44"W	2.42'
L3	S17°53'54"E	0.67'
L4	S0°03'38"W	9.48'
L5	S46°42'26"W	29.32'
L6	S89°09'22"E	35.94'
L7	S0°03'38"W	3.00'
L8	N45°20'38"E	24.28'
L9	N89°17'27"W	15.98'
L10	N89°17'27"W	23.38'
L11	N89°17'31"W	23.38'
L12	N44°24'46"E	7.68'
L13	N44°24'46"E	46.58'
L14	S0°03'38"W	3.86'
L15	S0°03'38"W	28.26'
L16	S45°13'17"W	23.27'



H & J HOGAN FAMILY TRUST
 A.P.N.: 500-55-002C
 DOC. 2018-080895



MATCH SHEET 3

CITY COUNCIL REPORT

SUBJECT: Ordinance 1695-819 - Sale of Real Property Located at 99th Avenue and McDowell Road

MEETING DATE: 8/26/2019

TO: Mayor and Council

FROM: Daniel R. Davis, Economic Development Director, (623) 333-1411

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Ordinance 1695-819, authorizing the sale of real property located at the northeast corner of the Costco property, immediately west of 99th Avenue, and north of McDowell Road and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale owns approximately .38 acres of property adjacent to the Costco, in the Gateway Pavilions Shopping Center. The site was a former well site that the city no longer needs.

DISCUSSION:

Costco has expressed interest in purchasing the property which would enable them to add additional parking on the east side of the retail building. The development of the site improvements would proceed through the normal city review and approval process.

BUDGET IMPACT:

Costco has agreed to purchase the property for \$212,000. Mr. Greg Laing from Phoenix Commercial Advisors represented the purchaser, and will be compensated \$12,000 for commercial brokerage services as outlined within the Purchase and Sale Agreement.

RECOMMENDATION:

Staff recommends that city council adopt an ordinance authorizing the sale of real property located at the NEC of the Costco property, immediately west of 99th Avenue, and north of McDowell Road and authorizes the Mayor or City Manager and City Clerk to execute the necessary documents.

ORDINANCE NO. 1695-819

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, AUTHORIZING THE SALE OF REAL PROPERTY.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to sell real property when public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, the City Council desires to authorize the sale of certain unused real property generally located at the northwest corner of 99th Avenue and McDowell Road.

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 sale of approximately 0.38 acres of unused real property, generally located the northwest corner of 99th Avenue and McDowell Road, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, is hereby authorized.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to 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, August 26, 2019

[SIGNATURES ON FOLLOWING PAGES]

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1695-819

[Legal Description and Map]

See following pages.

LEGAL DESCRIPTION
PART APN 102-32-006F
GATEWAY PAVILLIONS - COSTCO

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 0 DEGREES 55 MINUTES 18 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1290.25 FEET;

THENCE SOUTH 88 DEGREES 48 MINUTES 30 SECONDS WEST A DISTANCE OF 45.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88 DEGREES 48 MINUTES 30 SECONDS WEST A DISTANCE OF 140.00 FEET;

THENCE SOUTH 0 DEGREES 55 MINUTES 18 SECONDS EAST A DISTANCE OF 140.00 FEET;

THENCE NORTH 88 DEGREES 48 MINUTES 30 SECONDS EAST A DISTANCE OF 140.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 45.00 FEET OF SAID SOUTHEAST QUARTER;

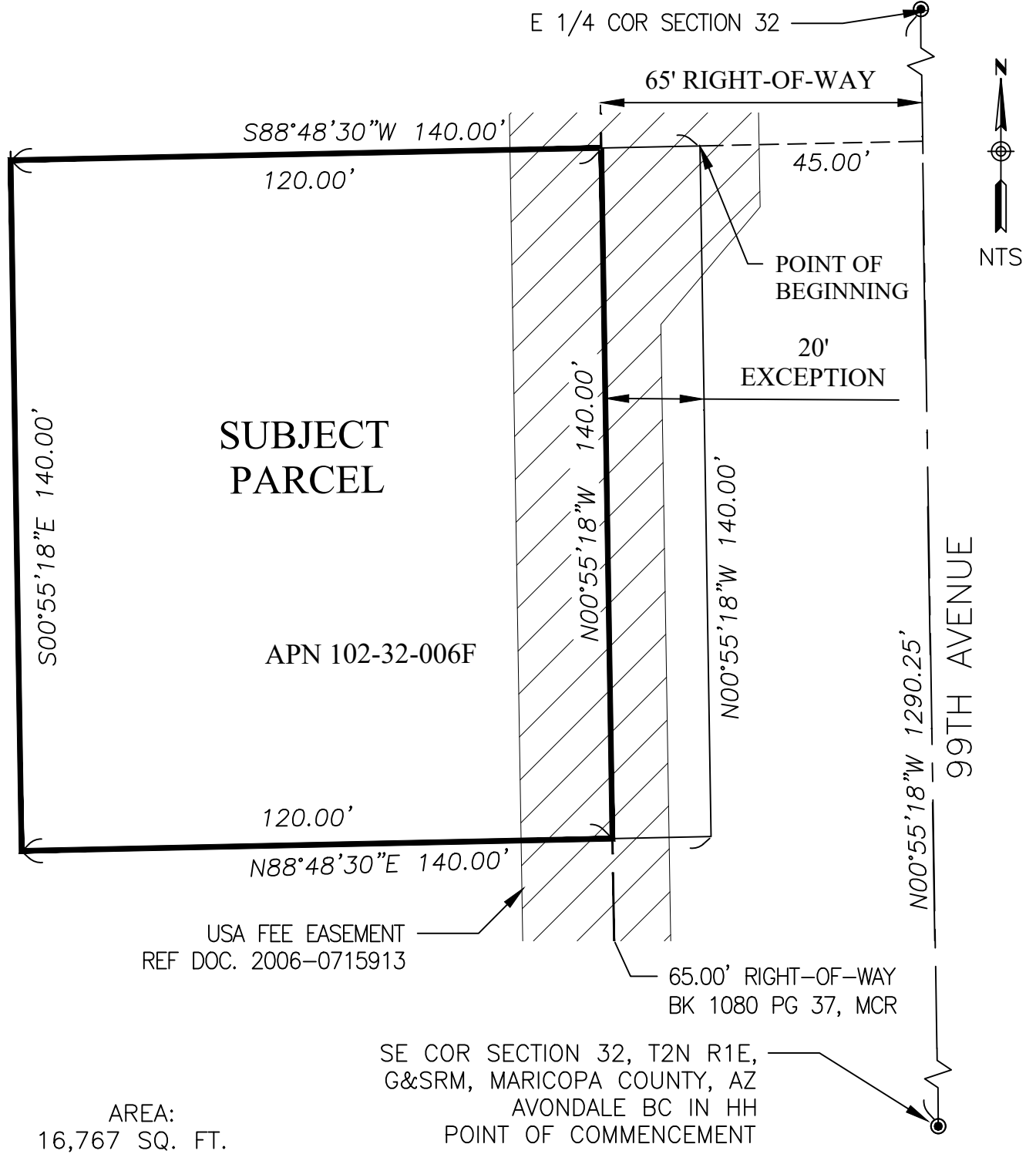
THENCE NORTH 0 DEGREES 55 MINUTES 18 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 140.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE EAST 20 FEET THEREOF, BEING SITUATED IN THE WEST 20 FEET OF THE WEST 65.00 FOOT RIGHT-OF-WAY OF 99TH AVENUE ACCORDING TO THE "MAP OF DEDICATION FOR GATEWAY PAVILIONS - 99TH AVENUE", RECORDED IN BOOK 1080 OF MAPS, PAGE 37, MARICOPA COUNTY RECORDS.

CONTAINING A COMPUTED AREA OF 16,767 SQUARE FEET OR 0.385 ACRES, MORE OR LESS

THE ATTACHED EXHIBIT MAP IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION





**Dibble
Engineering**

Dibble Engineering
Project No 1018053.01



CITY OF AVONDALE | COSTCO
SECTION 32, T2N, R1E, G&SRM

EXHIBIT "A"
PART APN 102-32-006F
COSTCO AT GATEWAY PAVILLIONS

DATE: AUG 2019
DRN: LDS CHK:

PAGE 2 OF 2

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“**Agreement**”) is entered into on the ____ day of _____, 2019 (“**Effective Date**”) by and between the City of Avondale, an Arizona municipal corporation (“**Seller**”), and Costco Wholesale Corporation, a Washington corporation authorized to conduct business in Arizona (“**Buyer**”). The Seller and the Buyer are sometimes collectively referred to below as the “**Parties**” or individually as a “**Party**.”

Recitals

A. The Seller owns certain real Property (as defined below) located within its municipal boundaries. Pursuant to all applicable ordinances and codes, the Seller desires to sell the Property to the Buyer.

B. The Buyer desires to purchase the Property from the Seller.

C. The Parties therefore enter into this Agreement to set forth the terms and conditions upon which the Seller will sell, and the Buyer will purchase, the Property.

Terms and Conditions

In consideration of the mutual covenants and agreements set forth below, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Property.** The Seller owns approximately 0.38 acres of real property located at the northwest corner of 99th Avenue and McDowell Road in Avondale, Arizona (the “**Property**”). The Property is more fully described on Exhibit A, which sets forth the Property’s legal description.

2. **Purchase Price.** The Buyer agrees to purchase the Property for the total amount of Two Hundred Twelve Thousand Dollars and Zero Cents (\$212,000.00) (the “**Purchase Price**”). The Buyer shall pay the Purchase Price to the Seller, in full and in immediately available funds, on the Closing Date (as defined below).

3. **Escrow Agent; Opening of Escrow.**

(a) **Title Company.** The Buyer has selected First American Title Insurance Company (the “**Title Company**”) to serve as the escrow agent for the transaction set forth in this Agreement (“**Escrow Agent**”). Unless the Parties agree otherwise, this Agreement shall also constitute escrow instructions to the Escrow Agent.

(b) **Opening of Escrow.** Escrow shall open upon the submission of a fully-executed copy of this Agreement to the Escrow Agent (“**Opening of Escrow**”). Either Party may submit this Agreement to the Escrow Agent.

(c) **Escrow Agent.** Seller and Buyer each severally designate and appoint Title Company to act as escrow agent hereunder. Title Company, by executing this Agreement, accepts

such appointment and acknowledges receipt of the “Earnest Money Deposit” (as defined in Section 4, below) and agrees to hold and apply the Earnest Money Deposit and accrued interest as provided in this Agreement; provided, however, that this Agreement (and any written amendment or modification of this Agreement otherwise signed by Seller and Buyer) shall be binding upon Buyer and Seller if Title Company fails to so execute this Agreement (or such written amendment or modification otherwise signed by Seller and Buyer). The Earnest Money Deposit shall be paid to and shall be held in escrow by Title Company. Title Company shall deposit the Earnest Money Deposit in an interest-bearing account designated by Buyer or shall invest the Earnest Money Deposit as otherwise directed by Buyer. Buyer shall deliver a W-9 Form to Title Company prior to or simultaneously with disbursement of any interest or earnings hereunder by Title Company. Buyer and Seller shall each pay one-half of any fees and expenses charged or incurred by Title Company in its capacity as escrow agent hereunder.

(d) Disbursements. Title Company shall not disburse or otherwise take any action with respect to the Earnest Money Deposit or the accrued interest except (A) upon joint instructions from Seller and Buyer, which Seller and Buyer shall deliver as provided in this Agreement; (B) upon ten (10) days’ written notice from Seller to Buyer and to Title Company, so long as Title Company shall not have received any written objections from Buyer to such disbursement within said ten (10) days after receipt by Buyer of such notice; (C) upon ten (10) days’ written notice from Buyer to Seller and to Title Company, so long as Title Company shall not have received any written objections from Seller to such disbursement within said ten (10) days after receipt by Seller of such notice; or (D) upon notice from Buyer that Buyer has terminated this Agreement pursuant to its terms.

(e) Liability Limitation. Title Company shall have no liability to any party on account of its failure to disburse the Earnest Money Deposit, and, in the event of any dispute as to who is entitled to receive the Earnest Money Deposit, Title Company shall have the right to retain the Earnest Money Deposit and disburse it in accordance with the final order of a court of competent jurisdiction or to deposit the Earnest Money Deposit with said court pending a final decision of such controversy. Title Company shall not be liable for failure of the depository and shall only be otherwise liable in the event of its gross negligence or willful misconduct. The Parties shall execute Title Company’s standard form of escrow agreement if required by Title Company; provided, however, if there are any conflicts or inconsistencies between Title Company’s standard form escrow agreement and this Agreement, the terms and conditions of this Agreement shall govern and control the rights and obligations of the Parties.

4. Earnest Money Deposit. Within ten (10) calendar days of the Opening of Escrow, the Buyer will deposit with the Escrow Agent an amount equal to Twenty Thousand Dollars and Zero Cents (\$20,000.00) (the “**Earnest Money Deposit**”). If the Buyer does not terminate this Agreement prior to the end of the Due Diligence Period (as defined below), the Earnest Money Deposit shall become fully non-refundable in the event of a default by the Buyer. The Earnest Money Deposit shall apply toward the Purchase Price, as set forth in Section 7(c) below.

5. Due Diligence Period. The Buyer shall have sixty (60) calendar days after the Opening of Escrow to inspect the Property (“**Due Diligence Period**”). During the Due Diligence Period, the Buyer and its contractors shall have the right to enter the Property to inspect it and to conduct any necessary and non-evasive tests. The Buyer agrees to defend, indemnify, and hold

the Seller harmless for any damages, loss, or claims that results from the Buyer's entry onto, and inspection of, the Property. The Seller agrees to provide the Buyer copies of any reports, surveys, governmental approvals, and other documents in the Seller's possession that relate to the use, occupancy, or condition of the Property. The Seller does not make any guarantee or warranty regarding the validity or accuracy of these documents; rather, the Buyer agrees to make its own determination.

6. Title Review.

(a) Review of Title Commitment and Survey. Buyer shall have until 5:00 p.m. local time in the governing jurisdiction on the date which is fifteen (15) days prior to the end of the Due Diligence Period (as defined in Section 5 hereof) (the "**Title Inspection Period**") to review and comment on the exceptions and matters contained in or disclosed by the Title Commitment and Survey. Buyer shall be entitled, in its sole and absolute discretion, to terminate this Agreement if Buyer objects to any of the matters disclosed by the Title Commitment or Survey (each, an "**Objection**" and collectively, the "**Objections**"). In addition, Buyer shall be entitled, in its sole and absolute discretion, to condition its acquisition of the Property upon the release, discharge or removal of each Objection prior to the Closing Date, and the deletion of each Objection from the Title Policy to be issued at the Closing. Prior to the expiration of the Title Inspection Period, Buyer shall provide written notice to Seller (the "**Objection Notice**") of each Objection which Buyer requires to be released, discharged or removed prior to the Closing Date. Any matters revealed by the Title Commitment and/or Survey to which Buyer does not object before the end of the Title Inspection Period shall be deemed to be "**Permitted Exceptions.**" Following Buyer's initial title examination, Buyer shall have until the Closing Date to reexamine title to the Property and to give Seller notice of any additional Objections (other than the Permitted Exceptions previously approved by Buyer) disclosed by such reexamination and which were not filed and indexed of record as of the date of the initial examination or not otherwise reflected in the Title Commitment. In addition, Buyer shall have the right to object, in the same manner set forth herein, to any matter shown on the updated Survey not previously shown on the preliminary Survey or approved as a Permitted Exception by Buyer.

(b) Seller's Right to Cure Title Objections. If Buyer raises any Objections in accordance with the procedures of Section 3.d of this Agreement, then Seller shall have ten (10) days after the receipt of the Objection Notice to give Buyer written notice either that (i) Seller shall remove any Objections prior to the Closing at no cost to Buyer, and Seller shall promptly provide Buyer with evidence satisfactory to Buyer of Seller's ability to so remove such Objections; or (ii) Seller elects not to cause such Objections to be removed. If Seller fails to respond to the Objection Notice, Seller shall be deemed to have agreed to cause all of the Objections set forth in the Objection Notice to be removed on or before the Closing Date. If Seller gives Buyer notice under clause (ii), then Buyer may either waive those Objections which Seller has elected not to remove, in which event the waived Objections shall be deemed to be Permitted Exceptions and this Agreement shall continue in full force and effect, or terminate this Agreement by notice delivered to Seller on or before the end of the Due Diligence Period. If, by the end of the Due Diligence Period, Buyer fails to respond to Seller's election to proceed under clause (ii), then Buyer shall be deemed to have terminated this Agreement.

(c) Monetary Encumbrances. The phrase “**Monetary Encumbrances**” as used herein means encumbrances or defects to title which by their terms require the payment of money (in an ascertainable amount), whether in installments or at a fixed time or otherwise, including, without limitation, mortgages, deeds of trust, mechanic’s or materialmen’s liens, liens associated with public improvement districts and special assessments. Notwithstanding anything herein to the contrary, Seller shall not have the right under Section 6(a) to elect not to cure any Monetary Encumbrances affecting title to the Property. Seller covenants to remove all Monetary Encumbrances prior to or at the Closing.

(d) Title Fees. In the event this Agreement is terminated pursuant to this Section 6 or any other provision of this Agreement other than by reason of a default by any party under this Agreement, any cancellation fee or other costs of Title Company shall be borne in equal shares by the Parties. In the event this Agreement is terminated by reason of a default by any Party under this Agreement, any cancellation fee or other costs of Title Company shall be borne by the defaulting party.

7. Closing Date.

(a) The Parties agree that the closing date on the Buyer’s purchase of the Property will be thirty (30) calendar days after the Buyer obtains approval from the City of Avondale for site improvements to the Property regarding additional parking spaces (the “**Closing Date**”). The Parties further agree that, regardless of when the approval is received, the Closing Date shall be no later than one hundred fifty (150) calendar days after the end of the Due Diligence Period.

(b) No sooner than three (3) calendar days before the Closing Date, the Buyer shall deposit with the Escrow Agent the full Purchase Price, minus the Earnest Money Deposit, and the Buyer’s share of any closing costs (as set forth in Section 9 below).

(c) On the Closing Date, the Escrow Agent shall immediately release and pay the full Purchase Price, minus the Earnest Money Deposit and any closing costs (as set forth in Section 9 below), to the Seller and take all other steps to effectuate the transaction set forth in this Agreement, including recording a Special Warranty Deed to convey legal title of the Property from the Seller to the Buyer.

8. Brokerage Commission. The Parties agree that Greg Laing from Phoenix Commercial Advisors (the “**Broker**”) is entitled to a brokerage commission in the total amount of Twelve Thousand Dollars and Zero Cents (\$12,000.00) (“**Brokerage Commission**”). The Parties further agree that the Seller shall pay the Brokerage Commission on the Closing Date. In the event any other claims for real estate commissions, fees or compensation arise in connection with this transaction, the Party so incurring or causing such claims agrees to indemnify, defend and hold harmless the other Party from any loss or damage, including attorneys’ fees, which said other Party suffers because of said claims.

9. Title Insurance; Closing Costs; Prorations.

(a) The Escrow Agent shall obtain a standard coverage owner’s policy of title insurance in the amount of the Purchase Price and naming the Buyer as the insured. The Seller

agrees that the cost of the standard coverage policy and such cost shall be deducted from the Seller's proceeds on the Closing Date. Buyer shall pay the increased premium for extended coverage and all endorsements requested by Buyer.

(b) The Parties agree to each pay one-half of all escrow costs and fees associated with the closing of the transaction set forth in this Agreement.

(c) Seller shall pay all real estate excise or transfer, recording, documentary stamp or similar taxes, fees or expenses imposed in connection with the conveyance of the Property.

(d) All real property taxes and assessments shall be prorated as of the Closing Date.

10. Seller's Representations. The Seller makes the following representations to the Buyer:

(a) The Seller owns the Property in fee simple and has full power and authority to execute this Agreement and to consummate the transaction set forth in this Agreement.

(b) No pending or threatened condemnation proceeding affecting any part of the Property exists, the Seller has not received any notice of any such proceeding, and the Seller does not have any knowledge that any such proceeding is contemplated.

(c) No Parties in adverse possession of the Property exist and no party has been granted any license, lease, or other right relating to the use of possession of the Property.

(d) Seller has the authority and power to enter into this Agreement and to consummate the transaction provided for herein and all final approvals for such authorization have been obtained. This Agreement and all other documents executed and delivered by Seller constitute legal, valid, binding and enforceable obligations of Seller, and there are no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this Agreement. The person executing this Agreement on behalf of Seller has been duly authorized to do so and all approvals required for such authorization have been obtained.

(e) Seller acknowledges that Buyer's Code of Ethics prohibits Buyer's employees from giving or receiving, or offering to give or receive, gratuities, kickbacks, or bribes of any kind or amount, whether legal or illegal, whether involving public or private Parties, in connection with Buyer's business. Seller agrees that it shall not give or receive, or offer to give or receive, any gratuities, kickbacks, or bribes of any kind or amount, whether legal or illegal, whether involving public or private Parties, in connection with the transaction contemplated by this Agreement.

11. Buyer's Representations. The Buyer makes the following representations to the Seller:

(a) The Buyer has the full power and authority to execute this Agreement and to consummate the transaction set forth in this Agreement.

(b) The execution and delivery of this Agreement, and the performance by the Buyer of its obligations pursuant to this Agreement, do not and will not constitute a breach of or a default under any other agreement or obligation applicable to the Buyer.

(c) The execution and delivery of this Agreement by the Buyer will constitute the valid and binding obligation of the Buyer.

(d) There are no actions, suits, proceedings, or investigations pending or, to the knowledge of the Buyer, threatened against or involving the Buyer, or brought by the Buyer, affecting the Buyer or any of the rights and obligations set forth in this Agreement, at law or in equity or before or by any federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality, domestic or foreign.

12. As-Is, Where Is Condition of the Property. The Buyer understands and agrees that, except as expressed set forth in this Agreement or any document or instrument to be delivered at the Closing, Buyer is purchasing the Property in an “as-is, where is” condition and that the Seller does not make any representations or warranties regarding the condition or features of the Property. The Seller further makes no representations as to zoning, access, availability of utilizes, or development potential of the Property.

13. Risk of Loss. Except as otherwise provided in this Agreement, all risk of loss related to ownership and possession of the Property, including liability to third persons, shall be the responsibility of the Seller until the title of the Property passes to the Buyer on the Closing Date. The Seller shall indemnify and hold the Buyer harmless for all such loss, damage, liability, fees, or costs, except those caused by the Buyer. This indemnity shall survive termination of this Agreement. If any loss, damage, or taking of the Property occurs prior to the Closing Date (other than loss or damage caused by the Buyer) that renders the Property unusable or ill-suited (as determined by the Buyer in its sole, but reasonable, discretion) for the Buyer’s intended use, the Buyer, at the Buyer’s sole option and by written notice to the Seller and the Escrow Agent, may cancel this Agreement. Upon the Buyer cancellation of this Agreement, the Earnest Money Deposit and accrued interest shall promptly be returned to Buyer and neither the Seller nor the Buyer will have any further obligation or responsibility to the other to perform under this Agreement.

14. Environmental Liability. To the best of the Seller’s knowledge, no hazardous substances or wastes have been located on the Property and the Seller has not received any notices of violations of any local, state, or federal statutes or laws governing the generation, treatment, storage, disposal or clean-up of hazardous substances.

15. Conditions to Closing.

The obligation of Buyer to close the transaction set forth in this Agreement is subject to the fulfillment of the following conditions on or prior to the Closing Date, each of which shall continue as a condition until the Closing unless waived by Buyer. Buyer may, in Buyer’s sole and absolute discretion, terminate this Agreement at any time by written notice to Seller if Buyer determines that any of the conditions set forth in this Section 15 will not be satisfied by the Closing Date. In the event of such termination, the Earnest Money Deposit and accrued interest promptly

shall be returned to Buyer and, thereafter, neither party shall have any further rights or obligations hereunder except for those which are expressly stated to survive the termination of this Agreement.

(a) Permit Approval. Buyer shall have until 5:00 p.m. local time in the Governing Jurisdiction upon receipt of the necessary zoning change for Buyer's intended use buyer will close in 30 days after the date of the waiver of the Feasibility Period (the "**Permits Period**") to obtain, the issuance of permits necessary for Buyer to construct and operate the Property in accordance with the Permits, (the "**Permits**"), all of which shall be satisfactory to Buyer in its sole discretion and shall be in final and unappealable form. If Buyer has not obtained the Permits by the expiration of the Permit Period or, if at any time during the Permit Period, Buyer determines, in Buyer's sole and absolute discretion, that it will not obtain Permits satisfactory to Buyer, then Buyer may terminate this Agreement, in which event the Earnest Money Deposit and all accrued interest thereon shall be returned to Buyer and, thereafter, this Agreement shall be of no further force or effect. For purposes of this Agreement, Permits shall not be deemed to have been "obtained" or "issued" until the period of time (if any) to contest or appeal any such issuance has passed without the filing of a contest or appeal or, if a contest or appeal has been filed, after the issuance of a final and non-appealable order, decision or judgment (a "**Final Judgment**") confirming the issuance of the relevant Permit, without modifications or conditions that are unacceptable to Buyer.

(b) Title Policy. Title Company shall be irrevocably committed to provide to Buyer, subject only to payment of the premium therefor, the Title Policy insuring that fee title to the Property (and any appurtenant easements) is vested in Buyer subject only to (i) the lien of real property taxes for the current year not yet due and payable (which shall be prorated as of the Closing Date), and (ii) the Permitted Exceptions that were approved (or waived) by Buyer as provided in Section 6 hereof. Seller shall have satisfied (or shall satisfy at the Closing from the Purchase Price) all Monetary Encumbrances except for prorated taxes.

(c) Representations, Warranties and Covenants. The representations and, warranties and covenants of Seller contained in this Agreement shall be true and correct in all material respects as of the Closing.

(d) Performance by Seller. Seller shall have performed all agreements, undertakings and obligations and complied with all conditions required by this Agreement to be performed and/or complied with by Seller.

(e) No Change to Property. As of the date of the Closing there shall have been no material adverse change in the condition of the Property or in Buyer's ability to develop, construct, open and operate the Property in accordance with Buyer's Permits.

(f) Absence of Moratorium. No litigation, referendum, moratorium, statute, order, regulation, ordinance, legislation, judgment, ruling or decree shall have been enacted, adopted, issued or entered, or shall be pending or in effect, that could adversely affect the Property, the Permits, or Buyer's ability to develop, construct, open and operate on the Property.

(g) Legally Subdivided Lot; Separate Tax Parcel. The Property shall have been established as a legally subdivided lot and a separate tax parcel.

(h) Possession. Seller shall deliver full, sole, vacant and exclusive possession of the Property to Buyer, subject to no tenancies, leasehold interests or other similar interests that are not Permitted Exceptions (as described in Section 6 hereof).

16. Closing Deliveries.

Drafts of all documents to be executed and delivered at the Closing shall be prepared by Buyer's counsel and submitted to Seller's counsel for review prior to the date of the Closing. Seller shall deliver the following items to Buyer or to Title Company, duly executed and acknowledged by Seller, as applicable:

(a) Special Warranty Deed. A special warranty deed conveying to Buyer fee title to the Property subject to no encumbrances or defects except for the lien of real property taxes for the current year prorated to the Closing Date and the Permitted Exceptions approved (or waived) by Buyer as provided in Section 6 hereof.

(b) Closing Statement. A single combined closing statement setting forth in reasonable detail the financial transaction contemplated by this Agreement, including, without limitation, the Purchase Price, all prorations, the allocation of costs specified herein and the source, application and disbursement of all funds (the "**Closing Statement**").

(c) Miscellaneous. Such other items, documents, affidavits, real property transfer tax returns, legal opinions, instruments and certificates as Buyer reasonably requires or as may be necessary or desirable to consummate the sale of the Property and to induce Title Company to issue the Title Policy, including, if applicable, documentation to effectuate a tax differed exchange by Buyer, if applicable.

17. Assignment. The Parties agree that neither the Seller nor the Buyer may assign any rights or obligations under this Agreement to a third-party without the other Party's written consent, which shall not be unreasonable withheld. This Agreement shall be binding upon each Party's respective successors and assigns. Notwithstanding the foregoing, Buyer may, without the consent of Seller, assign its interest to an affiliate or to an accommodator for a tax deferred exchange.

18. Breach of Agreement; Damages.

(a) If the Buyer breaches any of its obligations set forth in this Agreement, Seller and Buyer agree that the damages that would be suffered by Seller in the event of a default by Buyer hereunder would be extremely difficult or impracticable to ascertain, and that the Earnest Money Deposit represents the reasonable estimate by the Parties of the amount of the damages that Seller would suffer by reason of Buyer's default. Buyer and Seller understand and agree that the value of the Property is subject to change by reason of general economic conditions, the local real estate markets, the availability of mortgage financing and other factors beyond the control of Buyer and Seller, and that the Earnest Money Deposit is a reasonable liquidated damage amount under the existing circumstances. Accordingly, in the event of a default by Buyer hereunder, Seller shall be entitled to receive and retain the Earnest Money Deposit then held by Title Company as liquidated damages, and not as a penalty or forfeiture. Retention of the Earnest Money Deposit shall be Seller's sole and exclusive remedy for Buyer's default at law or in equity, and Seller

waives any right to specific performance. Upon receipt of such amount by seller, this agreement shall automatically terminate and Buyer and Seller shall be relieved of any further obligations or liability hereunder. Seller and Buyer shall sign below this paragraph indicating their agreement to the liquidated damage clause herein contained.

Seller

Buyer

(b) If the Seller breaches any of its obligations set forth in this Agreement, the Buyer, in its sole discretion, may (i) cancel this Agreement without any further obligations to the Seller; (ii) file a lawsuit against the Seller for damages, and/or (iii) file a lawsuit against Seller for specific performance. These remedies are not exclusive; rather, the Buyer may pursue all available remedies at law or in equity.

19. Notices. All notices, demands, consents, approvals and other communications (each, a “**Notice**”) which are required or desired to be given by either party to the other under this Agreement shall be in writing and shall be (a) hand delivered, (b) sent by U.S. registered or certified mail, postage prepaid, return receipt requested, or (c) sent by reputable overnight courier service, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by Notice to the other. Notices shall be deemed given when delivered. Rejection or other refusal by the addressee to accept a Notice or the inability to deliver the Notice because of a changed address of which no Notice was given shall be deemed to be receipt of the Notice sent. Notice addresses for the Parties are as follows:

TO SELLER:

City of Avondale
Attn: City Manager
11465 Civic Center Drive
Avondale, California 85323

TO BUYER:

Costco Wholesale Corporation
999 Lake Drive
Issaquah, Washington 98027
Facsimile No.: 425-313-8114
Attention: Seth S. Katz (Legal Department)

20. Good Faith. The Parties agree to act in good faith to accomplish the purposes of this Agreement.

21. Waiver. The failure of a Party to enforce any provision of this Agreement at any time, to exercise any election or option provided herein, or to require at any time the performance of any provisions herein will not in any way constitute a waiver of such provision.

22. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. **Attorneys' Fees.** If a suit, action, arbitration, or other proceeding of any nature (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights hereunder, the prevailing Party shall be entitled to recover its attorneys' fees and all other fees, costs, and expenses incurred and reasonably necessary in connection therewith (including in connection with any appeals), as determined by the Court at trial, appeal, or review, in addition to all other amounts provided by law.

24. **Amendment.** The Parties may amend this Agreement at any time in writing and by the mutual agreement and execution of the Parties.

25. **Entire Agreement.** This Agreement contains all of the terms and conditions agreed upon by the Parties and this Agreement supersedes all other agreements, oral or otherwise, regarding the subject matter discussed in this Agreement.

26. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original, but such counterparts shall together constitute one and the same document.

27. **Governing Law; Jurisdiction; Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona. The Parties therefore consent to the jurisdiction and venue of the Maricopa County Superior Court for any dispute regarding this Agreement. The Parties also waive any argument regarding lack of jurisdiction, improper venue, or forum non-conveniens.

28. **Conflict of Interest.** This Agreement is subject to A.R.S. § 38-511 and may be cancelled pursuant to this statute, if applicable.

29. **Buyer's Approval Rights.** Whenever in this Agreement Buyer is deemed to disapprove of a particular matter, or a condition is deemed not to be satisfied by reason of Buyer's failure to approve of the same or to acknowledge that the same is satisfied, Seller shall have no right to conclusively deem Buyer to have disapproved of such matter or to deem such condition not satisfied, unless and until Seller gives written notice to Buyer that Seller intends to deem such matter disapproved or to deem such condition not satisfied, as of the date which is five (5) business days after Buyer receives such notice. If Buyer fails to approve of or waive the matter in question or fails to acknowledge that the condition in question is satisfied, as the case may be, within such five (5) business day period, the matter or condition in question shall thereafter be conclusively deemed to be disapproved or not satisfied.

30. **Effective Date.** In the event Buyer and Seller do not sign this Agreement simultaneously, this Agreement shall be considered an offer made by the party first executing and delivering this Agreement to the other party. In such event, said offer shall expire at 5:00 p.m. local time in the Governing Jurisdiction on the seventh (7th) day following execution and delivery by the offering party, unless prior to such deadline the party to which the offer was made shall have delivered one copy of this Agreement, executed without change, to the party making the offer. If the party receiving the offer changes the terms of the offer, the original offer shall be deemed rejected and a new offer shall be deemed made by the party making such changes. The

date on which this Agreement shall be effective (the “**Effective Date**”) is the date upon which this Agreement is accepted without change, which date is presumed to be the later of Seller’s and Buyer’s execution dates following their signatures set forth on this Agreement.

[The balance of this page intentionally left blank]

[Signatures pages follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

BUYER:

COSTCO WHOLESALE CORPORATION

By: _____

Name: _____

Its: _____

Dated: _____

SELLER:

CITY OF AVONDALE,
An Arizona municipal corporation

By: _____

Name: _____

Its: _____

Dated: _____

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

SIGNATURE PAGE
FOR
PROPERTY PURCHASE AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
COSTCO WHOLESALE CORPORATION

The undersigned Broker executes this Agreement solely for the purpose of acknowledging the provisions of Section 8 hereof. The execution or consent of Broker shall not be necessary to establish the Effective Date of this Agreement or for a written amendment or modification of this Agreement otherwise signed by Seller and Buyer. Any Notice to be given to Broker, under this Agreement shall be given at the address set forth below.

Phoenix Commercial Advisors

By: _____
Name: Greg Laing:
Title: _____

3131 East Camelback Road, Suite 340
Phoenix, Arizona 85016
Phone: 602-957-9800
Fax: 602-957-0889

SIGNATURE PAGE
FOR
PROPERTY PURCHASE AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
COSTCO WHOLESALE CORPORATION

The undersigned Title Company executes this Agreement solely for the purposes of agreeing to act as Title Company hereunder, to hold and disburse the Earnest Money Deposit in accordance with the provisions of this Agreement, and otherwise to acknowledge and agree to the provisions of Section 3 of this Agreement. The execution or consent of Title Company shall not be necessary to establish the Effective Date of this Agreement or for a written amendment or modification of this Agreement. Any Notice to be given to Title Company, under this Agreement shall be given at the address set forth below.

First American Title Insurance Company

By: _____

Name: Rachel Norambuena

Title: _____

920 Fifth Avenue, Suite 1200
Seattle, WA 98104
Phone: 206-615-3126
Fax: 866-495-0221

EXHIBIT A
(Legal Description)

LEGAL DESCRIPTION
PART APN 102-32-006F
GATEWAY PAVILLIONS - COSTCO

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 0 DEGREES 55 MINUTES 18 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1290.25 FEET;

THENCE SOUTH 88 DEGREES 48 MINUTES 30 SECONDS WEST A DISTANCE OF 45.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88 DEGREES 48 MINUTES 30 SECONDS WEST A DISTANCE OF 140.00 FEET;

THENCE SOUTH 0 DEGREES 55 MINUTES 18 SECONDS EAST A DISTANCE OF 140.00 FEET;

THENCE NORTH 88 DEGREES 48 MINUTES 30 SECONDS EAST A DISTANCE OF 140.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 45.00 FEET OF SAID SOUTHEAST QUARTER;

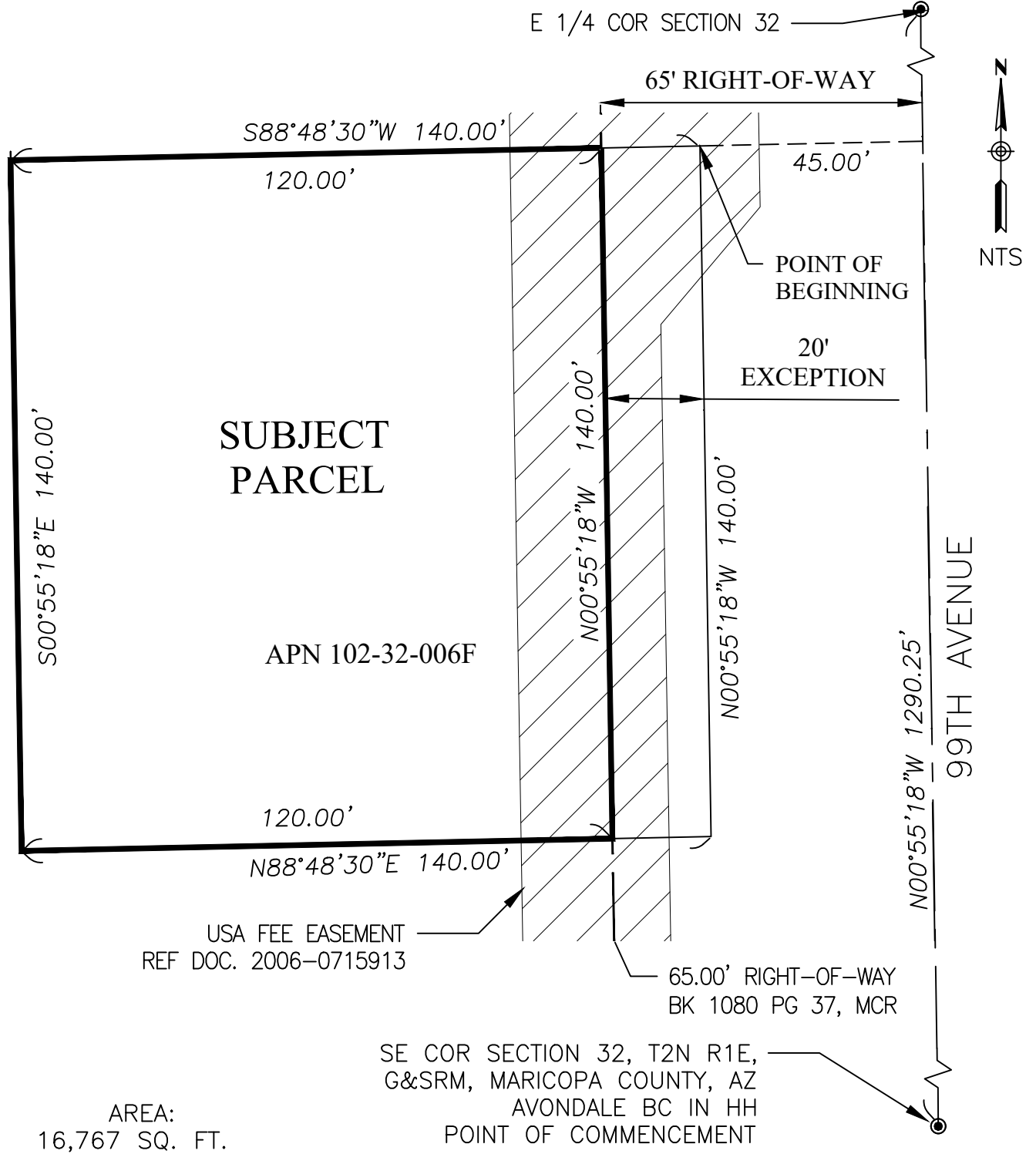
THENCE NORTH 0 DEGREES 55 MINUTES 18 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 140.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE EAST 20 FEET THEREOF, BEING SITUATED IN THE WEST 20 FEET OF THE WEST 65.00 FOOT RIGHT-OF-WAY OF 99TH AVENUE ACCORDING TO THE "MAP OF DEDICATION FOR GATEWAY PAVILIONS - 99TH AVENUE", RECORDED IN BOOK 1080 OF MAPS, PAGE 37, MARICOPA COUNTY RECORDS.

CONTAINING A COMPUTED AREA OF 16,767 SQUARE FEET OR 0.385 ACRES, MORE OR LESS

THE ATTACHED EXHIBIT MAP IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION





Dibble Engineering

Dibble Engineering
Project No 1018053.01



CITY OF AVONDALE | COSTCO
SECTION 32, T2N, R1E, G&SRM

EXHIBIT "A"
PART APN 102-32-006F
COSTCO AT GATEWAY PAVILLIONS

DATE: AUG 2019
DRN: LDS CHK:

PAGE 2 OF 2

CITY COUNCIL REPORT

SUBJECT: Ordinance 1700-819 - Amending City Code, Chapter 13 (Licenses, Taxation and Miscellaneous Business Regulations) - Pertaining to Alcoholic Beverage Licenses

MEETING DATE: 8/26/2019

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Ordinance 1700-819, amending City Code Chapter 13 (Licenses, Taxation and Miscellaneous Business Regulations), Article IV (Alcoholic Beverage Licenses), amending section 88 pertaining to publication of notices and authorize the Mayor, or City Manager and the City Clerk to execute the appropriate documents. The Council will take appropriate action.

BACKGROUND:

Arizona Revised Statute 4-201, requires the City Clerk's Office to physically post all alcoholic beverage license applications in a conspicuous place on the front of the premises where the business is proposed to be conducted. In addition to the required state statute posting requirements, the Avondale City Code, Chapter 13, requires the City Clerk's Office to publish all alcoholic beverage license applications within the local newspaper twice prior to the City Council meeting. During fiscal year 2019, the costs associated with the publishing of the applications within the newspaper was approximately \$500.

DISCUSSION:

To align with state statute, staff is requesting the removal of the aforementioned publishing requirement. Staff will continue to follow the state requirements and physically post all alcoholic beverage licence applications at the requesting establishments.

The requested amendments to the City Code are administrative changes to provide staff with a more streamlined process when accepting alcoholic beverage licence applications and will reduce the costs associated with legal publishing by \$500 a year.

BUDGET IMPACT:

The requested changes will reduce the costs associated with publishing of legal notices by \$500 which are billed through the Publication of Legal Notices Account Number 101-6000-00-6580.

RECOMMENDATION:

Staff recommends that the City Council adopt the Ordinance approving the amendments to City Code, Chapter 13 (Licenses, Taxation and Miscellaneous Business Regulations), Article IV (Alcoholic Beverage Licenses), amending section 88 pertaining to publication of notices.

ORDINANCE NO. 1700-819

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 13 (LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS), ARTICLE IV (ALCOHOLIC BEVERAGE LICENSES), AMENDING SECTION 88 PERTAINING TO APPLICATIONS; PUBLICATION OF NOTICE AND FEES; AND SECTION 93 PERTAINING TRANSFERS.

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

SECTION 1. The City of Avondale, City Code, Chapter 13 (Licenses, Taxation and Miscellaneous Business Regulations), Article IV (Alcoholic Beverage Licenses), Section 88 (Applications; publication of notice and fees) is amended to read as follows:

13-88 - Applications; ~~publication~~ posting of notice and fees.

(a) Upon receipt by the license administrator ~~of duplicate applications~~ provided for in Section 4-201 of the Arizona Revised Statutes, the license administrator shall ~~immediately file one of such applications in the records of his office, and shall cause to be published in the local newspaper, as soon after as possible;~~ post a copy of the notice in accordance with state statute ~~which by law of the state is required to be posted on the premises for which license is applied. This notice shall be published twice prior to the meeting of the city council at which the application is scheduled to be heard.~~ The applicant, or his own authorized agent, shall be present at such council meeting to answer any questions which may arise with respect to the ~~his/her~~ application.

SECTION 2. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

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

SECTION 4. This Ordinance shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Council of the City of Avondale, August 26, 2019.

Kenneth Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

CITY COUNCIL REPORT

SUBJECT: Ordinance 1701-819 - Dedicating an Irrigation Easement to Salt River Project at Roosevelt Street and 103rd Avenue

MEETING DATE: 8/26/2019

TO: Mayor and Council

FROM: Tracy Stevens, Deputy City Manager, 623-333-1014

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Ordinance 1701-819 dedicating an Irrigation Easement to Salt River Project (SRP) at Roosevelt Street and 103rd Avenue and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

Seefried Industrial Properties Inc. is building a new warehouse facility at the southeast corner of Roosevelt Street and 103rd Avenue. As a part of this project, half street improvements must be constructed in Roosevelt Street and 103rd Avenue, which will require the existing SRP irrigation ditch to be piped.

DISCUSSION:

The dedication of the irrigation easement to SRP is necessary to relocate existing irrigation facilities for the proposed roadway improvements along Roosevelt Street. The easement is located within existing public rights-of-way (see attached exhibit).

STRATEGIC PLAN ALIGNMENT:

INITIATIVE

Foster Sustainable Community Development

GOAL

Maintain and Expand Quality Infrastructure

BUDGET IMPACT:

The proposed dedication of the Irrigation Easement to SRP will have no budgetary impact on the City.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance dedicating an Irrigation Easement to Salt River Project (SRP) at Roosevelt Street and 103rd Avenue and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ORDINANCE NO. 1701-819

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

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

SECTION 1. An easement is hereby granted to Salt River Project Agricultural Improvement and Power District in substantially the form attached hereto as Exhibit 1 and incorporated herein by reference, through, over, under and across $\pm$ 0.013 acres of real property, generally located east of 103rd Avenue, south of Roosevelt Street, as depicted and described in the easement form attached hereto as part of Exhibit 1.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
August 26, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 1701-819

[SRP Irrigation Easement]

See following pages.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB10W

P. O. Box 52025

Phoenix, Arizona 85072-2025

IRRIGATION EASEMENT

Maricopa County

Parcel # 102-54

SE ¼, SEC. 05, T01N, R01E

R/W # 2484 Agt. PAR

Job # LJ75531 / 1900064

W PAR C CLB

KNOW ALL MEN BY THESE PRESENTS:

That

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

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

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

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

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

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

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

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

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

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

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

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

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

SLandform/MASTER

EXHIBIT "A"

DESCRIPTION OF REAL ESTATE IN MARICOPA COUNTY, STATE OF ARIZONA

A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION FIVE (5), TOWNSHIP ONE (1) NORTH, RANGE ONE (1) EAST, OF THE GILA & SALT RIVER MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 5, MARKED BY A BRASS CAP IN HANDHOLE STAMPED "CITY OF AVONDALE" FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 5, MARKED BY A BRASS CAP IN HANDHOLE WITH NO STAMP, BEARS SOUTH 89°13'36" WEST, A DISTANCE OF 2638.55 FEET;

THENCE SOUTH 00°07'29" WEST, ALONG THE EAST LINE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 23.34 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING, SOUTH 00°07'29" WEST, A DISTANCE OF 28.70 FEET;

THENCE SOUTH 50°09'49" WEST, A DISTANCE OF 3.15 FEET;

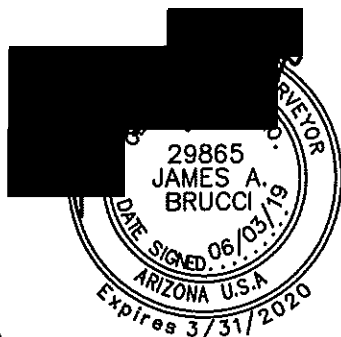
THENCE SOUTH 89°11'40" WEST, A DISTANCE OF 20.18 FEET;

THENCE NORTH 00°47'24" WEST, A DISTANCE OF 22.00 FEET;

THENCE NORTH 89°11'40" EAST, A DISTANCE OF 12.38 FEET;

THENCE NORTH 50°09'49" EAST, A DISTANCE OF 13.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 566 SQUARE FEET, MORE OR LESS.



TITLE: XB04
SCALE: N.T.S.
DATE: 6/03/19
DESC: S.R.P.
EASEMENT

HUNTER
ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

CIVIL AND SURVEY

PROJ. NO. SEEF013-S

S.R.P. EASEMENT EXHIBIT "B"

W. ROOSEVELT STREET

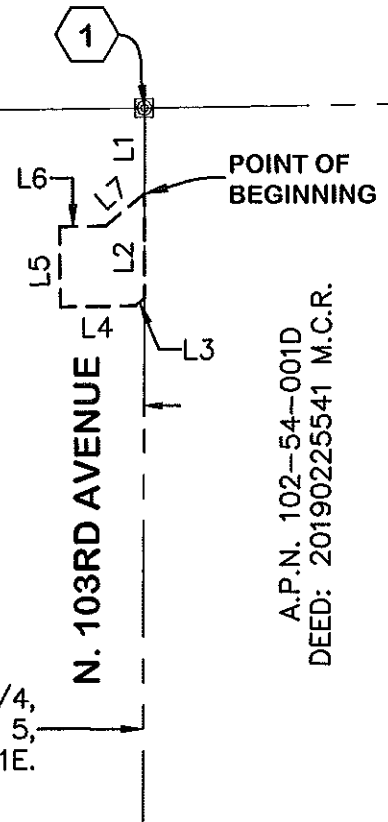
N. LINE, S.W. 1/4 SEC. 5, T. 1N., R.1E.
S89°13'36"W (BASIS OF BEARINGS) 2638.55'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°07'29"W	23.34'
L2	S00°07'29"W	28.70'
L3	S50°09'49"W	3.15'
L4	S89°11'40"W	20.18'
L5	N00°47'24"W	22.00'
L6	N89°11'40"E	12.38'
L7	N50°09'49"E	13.79'



40' R/W PER
BK. 899, PG. 13
M.C.R.

E. LINE, S.W. 1/4,
SEC. 5,
T. 1N., R.1E.

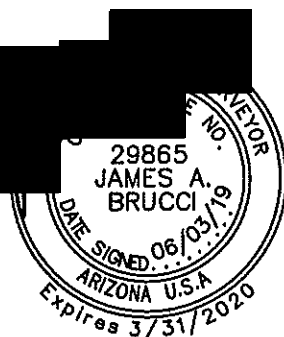
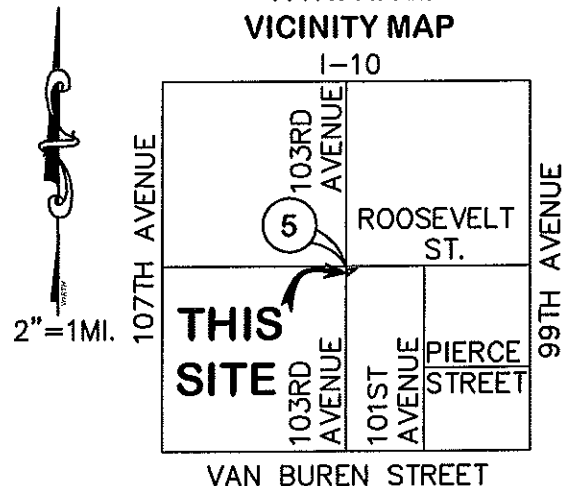


A.P.N. 102-54-001D
DEED: 20190225541 M.C.R.

LEGEND:

- 1 (1) CENTER OF SEC. 5, T.1.,R.1E.
FND. BRASS CAP IN HANDHOLE
STAMPED "CITY OF AVONDALE"
POINT OF COMMENCEMENT
- 2 (2) W. 1/4 COR. SEC. 5, T.1.,R.1E.
FND. BRASS CAP IN HANDHOLE
NO STAMP

T.1N. R.1E. VICINITY MAP



TITLE: XB04
SCALE: 1"=50'
DATE: 6/03/19
DESC: S.R.P.
EASEMENT

HUNTER
ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

CIVIL AND SURVEY

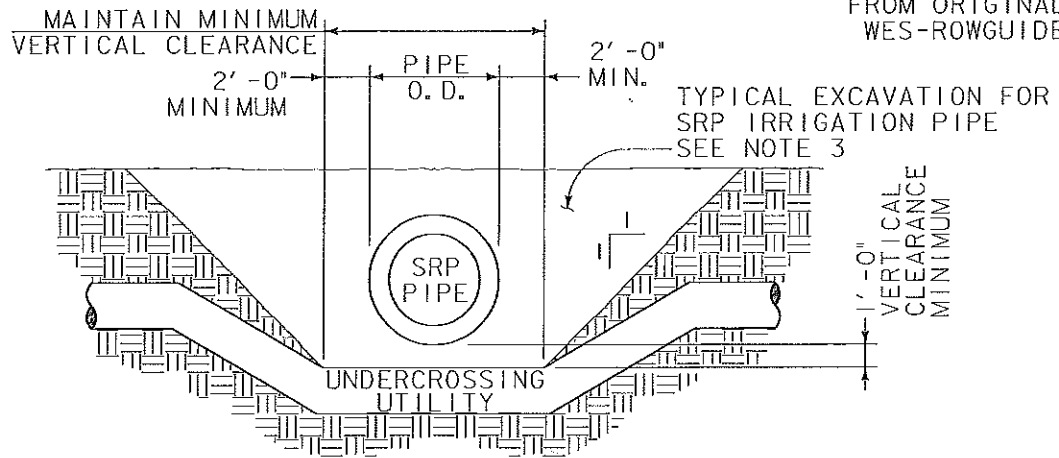
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EXHIBIT B

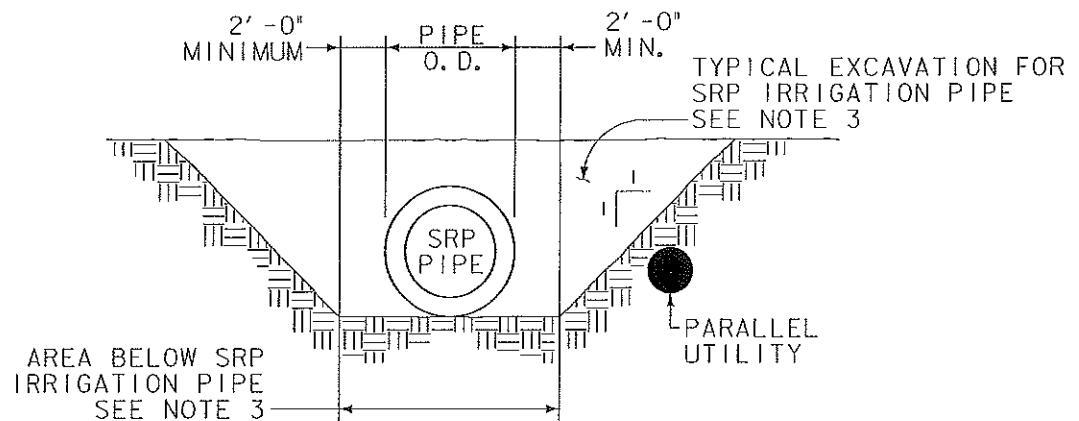
(PAGE 1 OF 2)

REV NO.	DATE
5	06/08/11

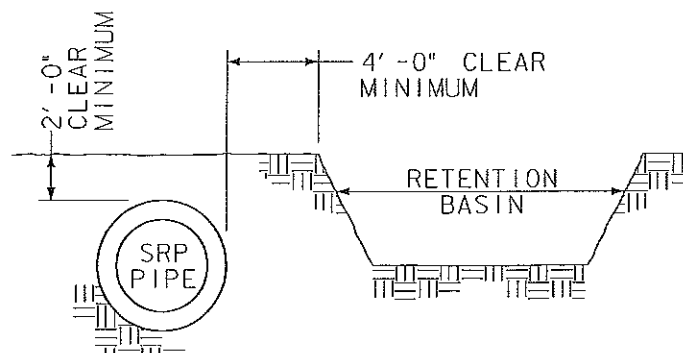
DWG REFERENCED
FROM ORIGINAL
WES-ROWGUIDE



PIPELINE - UTILITY CROSSING



PIPELINE - PARALLEL UTILITY



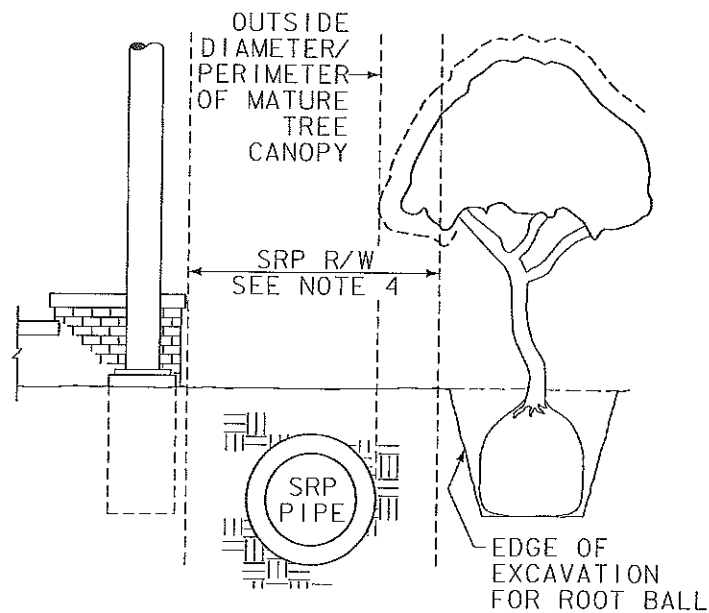
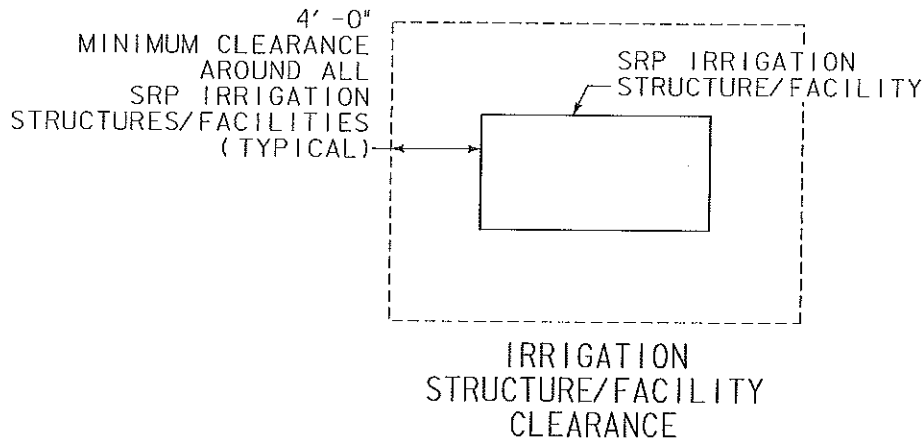
PIPELINES - RETENTION BASIN

EXHIBIT B

(PAGE 2 OF 2)

REV NO.	DATE
5	06/08/11

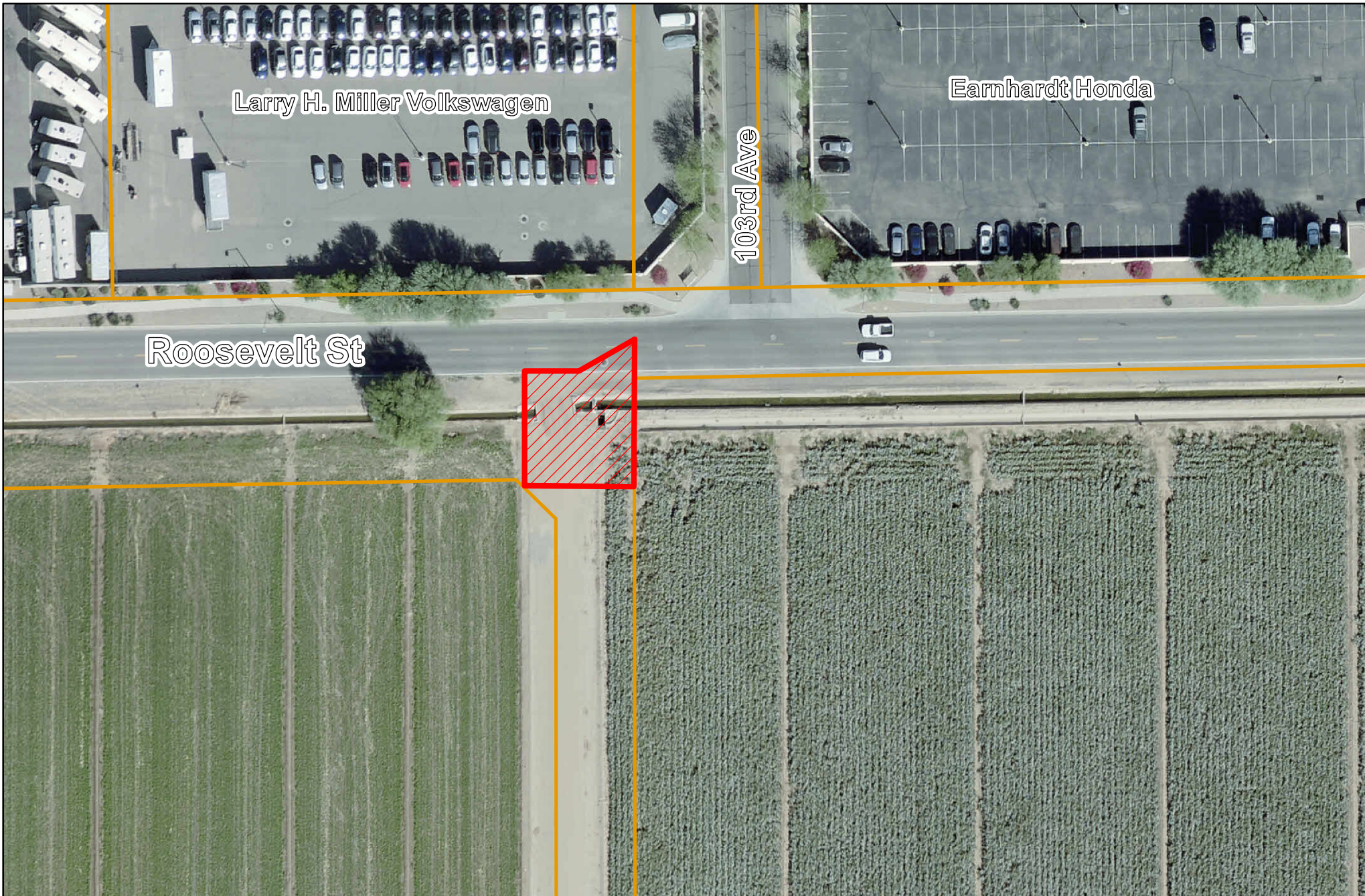
DWG REFERENCED
FROM ORIGINAL
WES-ROWGUIDE



PIPELINES - LANDSCAPING

NOTES

1. THESE GUIDELINES ARE PROVIDED AS A GENERAL AID TO PLANNING. ACTUAL SRP REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC CONDITIONS, OPERATIONAL CONSIDERATIONS, ETC.
2. AN SRP LICENSE IS REQUIRED FOR UTILITIES CROSSING/PARALLEL TO SRP IRRIGATION PIPE IN SRP RIGHT-OF-WAY. SRP REQUIRES ENGINEER DESIGNED UTILITY CROSSING/LOCATION AND EXCAVATION PLAN.
3. OTHER UTILITIES ARE NOT PERMITTED IN THESE AREAS.
4. SRP MAY LICENSE LIMITED USES OF ITS RIGHT-OF-WAY SUCH AS PARKING, SIDEWALK, LAWN, ETC. POLES, STRUCTURES AND TREES ARE TYPICALLY NOT PERMITTED IN SRP RIGHT-OF-WAY. INCLUDE DESIGN DRAWINGS FOR PROPOSED USE WHEN SUBMITTING REQUEST TO SRP FOR LICENSE.
5. REQUESTS FOR SRP LICENSES ARE HANDLED ON A CASE-BY-CASE BASIS. CONTACT SRP AT 602-236-5799 REGARDING LICENSES FOR SITES LOCATED NORTH AND SOUTH OF THE SALT RIVER.



CITY COUNCIL REPORT

SUBJECT: Resolution 3576-819 - First Amendment to the Parkside Village Development Agreement with AG/RW – Entorno, LLC – Application PL-19-0065

MEETING DATE: 8/26/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development & Engineering Services Department Director

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request by Ms. Jordan Rose, Rose Law Group, to adopt Resolution 3576-819 approving the First Amendment to the Parkside Village Development Agreement with AG/RW – Entorno, LLC, and authorize the Mayor or City Manager and City Clerk to execute the Agreement. The proposed Amendment to the 2014 Agreement will redefine infrastructure improvements required to be completed with development of the 163-acre Parkside Village property located at the southwest corner of Indian School Road and 99th Avenue, modify the timing for completion of those infrastructure improvements, and remove time sensitive elements of the existing Agreement that are no longer available. The Council will take appropriate action.

BACKGROUND:

The 163-acre subject property (Exhibits A and B) is located at the southwest corner of Indian School Road and 99th Avenue. The site, which is undeveloped and is presently being farmed, was annexed in two segments, on May 26, 1981 and October 21, 1989, and was rezoned from Agricultural (AG) to Planned Area Development (PAD) for a development called Entorno on October 1, 2007. The planned Entorno development included single-family and multi-family residential and commercial uses, but did not develop. On June 16, 2014, Council approved a rezoning from Entorno PAD to Parkside Village PAD.

The approved Parkside Village PAD Master Development Plan (Exhibit E) allows for development of a master planned community consisting of 247 traditional single-family residential detached homes on lots ranging from 4,950 square feet to 8,400 square feet, 101 alley-loaded detached single-family homes, and 64 attached townhomes. Additionally, a 15.1-acre, 272-unit garden-style apartment complex and 100 urban lofts (second-story apartments located over ground-floor retail or office space) are permitted. Overall, the current PAD allows for development of 412 single-family homes and 372 multi-family residences for a total of 784 dwelling units on the property. The PAD provides for 18 percent open space with amenities including a splash pad, community swimming pool, basketball courts, multi-use paths, ramadas, swings, and an adventure play area. In addition to the residential uses noted above, the approved PAD designates a 33.0-acre commercial mixed-use parcel at the southwest corner of Indian School Road and 99th Avenue and a 10.3-acre office parcel at the northwest corner of 99th Avenue and the Osborn Road alignment.

A PAD Amendment, modifying single-family residential lot sizes and product types, eliminating the standalone multi-family residential use, reconfiguring open space within the proposed development, and modifying development and design standards, is scheduled for Council action at this same meeting. The proposed

amended PAD will allow for development of a master planned community consisting of 415 traditional single-family residential detached homes on lots ranging from 4,500 square feet to 6,600 square feet, 247 alley-loaded detached single-family “villas”, a 21.3-acre parcel for future commercial mixed-use development, which may include up to 300 urban lofts, and a 9.9-acre parcel for future office development. Overall, the proposed PAD will allow for development of 662 single-family homes and 300 multi-family residences for a total of 962 dwelling units on the property. The amended PAD provides for 20 percent open space (18 percent usable) with amenities including a community pool with restroom/changing facilities, an outdoor movie theater, sport courts, multi-use paths, children’s play equipment, and the like.

A Development Agreement between the City and the property owner, AG/RW - Entorno, LLC, was approved by City Council on June 16, 2014 (Exhibit A). The approved Agreement establishes the development phasing of Parkside Village, requiring the developer to complete Indian School Road improvements in the first phase of the project. The Agreement defers construction of 99th Avenue improvements to a later phase. The Agreement also contributes a portion of the City’s Salt River Project (SRP) aesthetic funds towards the tiling of the 99th Avenue canal. However, because the developer did not obtain SRP approval prior to January 1, 2015, as required by the Agreement, that provision is no longer valid, and the City has since utilized those funds for unrelated projects. The proposed Amendment being considered this evening redefines the infrastructure improvements to be completed with development of the project, modifies the timing of those improvements, and removes the portions of the Agreement that have since expired.

The subject property features three General Plan land use designations, as follows (Exhibit C):

- The Medium/High Density Residential (MHDR) designation is applied to the majority of the western half of the site, extending further eastward near the southeast corner of the property, covering approximately 85 acres in total. The MHDR designation allows for development of single-family detached, single-family attached, townhomes, condominiums, patio homes and casitas in a density range of 4.0 to 12.0 dwelling units per acre (4.0 du/acre target density).
- The Mixed Use designation is applied to the majority of the eastern half of the site, extending further westward immediately adjacent to Indian School Road, covering approximately 65 acres in total. The Mixed Use category allows for a mixture of residential and commercial uses reflective of a village concept where residents can live, work, and recreate within the same development or nearby.
- The Office/Professional designation is applied to approximately 10-acres at the southeast corner of the site. The Office/Professional category allows for professional offices, medical offices, and office support services.

The property is also located within the boundary of the Freeway Corridor Specific Plan (FCSP) which guides physical design and character of the site’s development.

Surrounding uses and zoning include:

- **North of Indian School Road:** Multiple parcels located in City of Phoenix’s jurisdiction that have developed with a mix of uses including a gas station with convenience store, a drive-through restaurant, medical offices, a single-family detached residential neighborhood, and a single-family attached condominium complex. In addition to the developed parcels, there is an 11.1-acre undeveloped parcel in the City of Phoenix zoned C-2 (Intermediate Commercial).
- **East of 99th Avenue:** An undeveloped 133.8-acre property located in City of Phoenix’s jurisdiction. The property is zoned Planned Unit Development (PUD) which allows for high-intensity office development on the site. The property is currently being farmed and a time frame for development is

unknown.

- **South:** A 148.5-acre property located in the City of Avondale and zoned C-2 (Community Commercial). The C-2 district allows for a range of commercial uses, including office, retail, restaurant, and personal services. The property is currently being farmed and a time frame for development is unknown.
- **West:** Westwind, a 132-acre single-family residential community located within the City of Avondale, zoned Planned Area Development (PAD). The community is fully developed with 534 detached single-family residences built between 1997 and 2000 at a density of 4.0 units per acre.
- **Southwest:** Glenarm Farms, a 150-acre large lot single-family residential subdivision located in the City of Avondale and zoned RR-18 (Rural Residential, Minimum 18,000 S.F. lot area). The community is fully developed with 150 detached single-family residences, some featuring accessory structures for the keeping of horses and livestock, at a density of 1.0 unit per acre.

SUMMARY OF REQUEST:

The applicant is requesting approval of an amendment to the Development Agreement approved by City Council in June 2014 to facilitate near-term development of the Parkside Village master planned community. The more significant components of the proposed amendment are summarized in this section.

Off-Site Improvement Timing

As is standard for all development, the developer of the Parkside Village project will be responsible for completing all off-site improvements adjacent to the site as well as any improvements to the City's water and wastewater systems needed to accommodate the residential and commercial uses that are planned for the property. For Parkside Village, street improvements are required to both 99th Avenue (road widening, deceleration/turn lanes, curb, gutter, sidewalk, streetlights, landscaping, etc.) and Indian School Road (deceleration/turn lanes, curb, gutter, sidewalk, streetlights, landscaping, etc.). Additionally, the developer must underground the aerial utility lines along 99th Avenue but, more significantly, the developer must pipe the Salt River Project (SRP) irrigation canals that run parallel to both Indian School Road and 99th Avenue. In regards to water infrastructure, the developer will extend a 16" water line in Indian School Road from west of 107th Avenue to 99th Avenue (approximately 1 mile), and from 99th Avenue to Osborn Road (approximately ½ mile). Finally, in regard to wastewater infrastructure, the developer will extend two sewer lines from Westwind into the site, a 10" sewer line in Clarendon Avenue and an 8" line through a private tract south of Orange Blossom Lane (pending approval by the Westwind HOA).

The City's standard requirement is that a developer will complete all off-site improvements adjacent to a phase of development before the City can issue Certificates of Occupancy for any buildings in that phase. However, due to the complexity of the improvements required for Parkside Village, which require approvals from Maricopa County, Salt River Project (SRP), and the Federal Bureau of Reclamation (BOR), Staff supports a relaxation of this requirement for Parkside Village. The undergrounding/tiling of the SRP canals, for example, requires approval from SRP and BOR. These outside approvals are currently taking between 18-24 months. Furthermore, after approvals from those entities is obtained, construction of the canal improvements can only occur during the four-week annual mid-January to mid-February canal dry-up. Under the terms of the amended Agreement, the developer will still be responsible for completing all improvements, however, they will not all be completed with the first phase of development.

As is standard, the developer will construct 99th Avenue improvements as part of the project's first residential phase, which includes 452 single-family residences. However, to facilitate faster development of the site, the City will issue up to 150 permits for home construction to occur and up to 75 Certificates of Occupancy

allowing for residents to move into and occupy homes, in the project's first phase before 99th Avenue improvements are complete. All improvements necessary to safely access and live in the homes will be complete prior to issuance of Certificates of Occupancy; only non-essential items, such as completion of ultimate streets or landscaping may be outstanding. The totality of 99th Avenue improvements will be completed by the developer within 6 months of the issuance of the first Certificate of Occupancy.

The developer will construct Indian School Road and the 99th Avenue/Indian School Road intersection improvements as part of the project's second residential phase, which includes 210 single-family residences, or with construction of the Mixed Use or Office portions of the PAD, whichever occurs first. No building permits will be issued in the second phase residential, Mixed Use, or Office areas until Indian School Road and improvements to the intersection are completed.

Indian School Road Water Line Partial Reimbursement

As noted above, the developer of Parkside Village will extend the existing 16" water line in Indian School Road eastward from the 107th Avenue and Indian School intersection a total distance of approximately one mile to 99th Avenue. Had the Westwind community developed under current City requirements, the developer of Westwind would have been required to extend the Indian School Road water line east to 103rd Avenue, allowing the developer of Parkside Village to extend the line east one-half mile across their frontage and reducing cost to install this water line by roughly half. However, since the Parkside Village developer will need to complete the water line segment adjacent to Westwind in order to serve water to the future residents, the City has agreed to contribute \$150,000.00 from the Public Works Department's Water System Line Replacement and Expansion Fund towards this improvement. This extension is identified in the City's 2018 Integrated Utility Master Plan.

Payment of Development Fees

Payment of Development Impact Fees ("impact fees") by the developer to the City is typically required before the City will issue a permit for any new residence or commercial building. The 2014 Agreement currently in effect allows the developer of Parkside Village to defer payment of those impact fees until 15 days after issuance of a Certificate of Occupancy for a residence or commercial building. The proposed amendment removes this alternative, requiring the developer to pay impact fees prior to permit as is standard City procedure.

SRP Aesthetics Funds

As noted previously, the 2014 Agreement appropriated \$500,000.00 of the City's SRP Aesthetics Fund account for use by the developer to assist in the undergrounding of SRP irrigation canal along 99th Avenue. This provision required the developer to obtain all required approvals from SRP and provide financial assurances (e.g. Performance Bond) to the City for construction of the canal undergrounding by January 1, 2015. Because the developer was unable to perform in the allocated time frame, the City's obligation to commit funds to assist the developer of Parkside Village was eliminated. Subsequently, the SRP Aesthetic Funds have been committed to piping the 99th Avenue canal between Thomas Road and McDowell Road, immediately south of Holy Cross Catholic Cemetery. The proposed amendment eliminates this language, which was no longer applicable, from the Agreement.

PUBLIC PARTICIPATION: Public notification is not required for Development Agreements.

PLANNING COMMISSION ACTION: The Planning Commission does not review Development Agreements.

DISCUSSION:

The proposed Agreement is beneficial to the City of Avondale for several reasons:

- Development of the Parkside Village property, which this Agreement will help to facilitate, will increase property tax collections for the City.
- Development of the Mixed Use and Office portions of the Parkside Village property, which this Agreement will help to facilitate, will increase retail sales tax collections for the City and provide additional employment opportunities for residents.
- The proposed Parkside Village development will provide high quality architecture and design, enhance the Freeway Corridor and create an attractive gateway into North Avondale.
- The Parkside Village development will provide 247 single-family detached “villas”, a unique housing product different from the traditional lot development that exists elsewhere in the northern portion of the City. The proposed “villas” are alley-loaded homes with front doors facing onto open space corridors rather than streets.
- The Development Agreement provides the developer with the timing flexibility necessary to coordinate with and obtain approvals for complex off-site improvements from multiple external agencies, including federal agencies, while minimizing on-site construction delays. While the proposed Agreement allows for occupancy of up to 75 homes before final completion of 99th Avenue improvements, all vital improvements needed for residents to safely access and reside in the homes will have been completed. Only timing is impacted with this Amendment; the developer’s overall responsibilities to complete off-site improvements are not reduced or minimized.
- Deletion of existing language allowing for deferred payment of Development Impact Fees by the developer will increase the expediency at which fees are collected, increasing the monies available for one-time Capital Improvement expenditures in the near term.

STRATEGIC PLAN:

INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Encourage build-out in residential housing opportunities that support diverse housing options.

INITIATIVE: Encourage and support creative innovation in development and service delivery

- STRATEGIC GOAL: Encourage a flexible environment responsive to market trends.

BUDGET IMPACT:

The proposed Agreement commits \$150,000.00 from the Public Works Water System Line Replacement and Expansion Fund for use by the developer towards extension of the existing 16” water line in Indian School Road. This infrastructure improvement is identified in the City’s 2018 Integrated Utility Master Plan. Upon development of the site, the City can anticipate increases in construction sales tax, property tax, and retail sales tax revenues from the Parkside Village development.

RECOMMENDATION:

Staff recommends that City Council **ADOPT** Resolution 3576-819 approving the First Amendment to the Parkside Village Development Agreement with AG/RW – Entorno, LLC, and authorize the Mayor or the City Manager and City Clerk to execute the Development Agreement.

RESOLUTION NO. 3576-819

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE PARKSIDE VILLAGE DEVELOPMENT AGREEMENT WITH AG/RW-ENTORNO, LLC.

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

SECTION 1. The First Amendment to the Parkside Village Development Agreement with AG/RW - Entorno, LLC (the "First Amendment") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 26, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3576-819

[First Amendment]

See following pages.

When recorded, return to:

City Clerk
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6804

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is entered into _____, 2019 (the "Effective Date"), by and between the City of Avondale, an Arizona municipal corporation (the "City") acting by and through the Mayor and City Council (the "Council") and AG/RW - Entorno, LLC, a Delaware limited liability company ("Owner"). The City and Owner are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS:

A. Owner owns the approximately 163 gross acres of real property bounded by Indian School Road to the north, 99th Avenue to the east, the Osborn Road alignment to the south and the Westwind PAD to the west, within the City of Avondale, Maricopa County, Arizona, and as legally described in the Agreement (the "Property").

B. The Property received Council approval for a Planned Area Development known as the Parkside Village PAD, Case No. PL-13-0046, on April 14, 2014 (the "Rezoning").

C. Subsequent to the Rezoning, the Owner and City entered into certain Development Agreement dated June 16, 2014, which was recorded in the Official Records of the Maricopa County Recorder number 2014-0480700, dated July, 23rd, 2014 (the "Agreement").

D. Owner has submitted an amendment to the Parkside Village PAD, which amendment is currently pending before the City Council (the "2019 Rezoning").

E. In order to develop the Property, Owner is required to construct several offsite improvements for the benefit of Parkside Village PAD, the City and other area properties, including but not limited to roadway, utility and irrigation infrastructure and facilities.

F. The purpose of this Amendment is to redefine certain infrastructure improvements required to be completed for the development of the Property, to modify the timing for such improvements, and remove certain time sensitive elements in the Agreement that are no longer available.

G. The Parties desire to enter into this Amendment and understand and acknowledge that this Amendment and the Agreement constitutes a "Development Agreement" within the meaning of and entered into pursuant to the terms of ARIZ. REV. STAT. § 9-500.05, to facilitate the proper municipal zoning designation and development of the Property by providing for, among

other things, conditions, terms, restrictions and requirements related to infrastructure improvements. The terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the promises contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

1. Definitions. Except as otherwise defined herein, all capitalized terms used herein shall have the same meanings ascribed thereto in the Agreement.

2. Amendment to Section 1 of the Agreement.

2.1 Section 1.1 of the Agreement is hereby deleted and replaced with the following:

“1.1 Term. The Term of the Agreement shall commence on the Effective Date and shall remain in full force and effect until December 31, 2030, after which time this Agreement shall automatically terminate without the necessity of any notice, agreement or recording by or between the Parties (the “Term”), unless extended by mutual written consent of the Parties.”

3. Amendments to Section 2 of the Agreement.

3.1. Section 2 of the Agreement is hereby deleted and replaced with the following:

“2 Roadway Improvements. Unless otherwise specified in this Agreement, Owner shall construct the streets and roadways in compliance with the City of Avondale Subdivision Regulations and General Engineering Requirements, and as deemed necessary by the City after review of the Owner’s site-specific traffic study (the “Traffic Study”), which shall be submitted to the City at or prior to the time of application for preliminary plat approval. The Traffic Study shall include recommended improvements to adjacent existing City and County roads that will be impacted by the traffic generated by the development of the Property. In connection with the development of the Property, the Parties agree that the improvements that border the Property along Indian School Road and 99th Avenue will be developed according to the Phase Plan as displayed in Exhibit D, as attached and incorporated herein by reference. The Parties acknowledge and agree that the Indian School Road Improvements and the 99th Avenue Improvements (each as defined below) do not include any improvements for or related to the intersection at Indian School Road and 99th Avenue or any utility tie-ins on Indian School Road (such improvements are referred to as the “Intersection Improvements”). Unless otherwise expressly stated, the terms and conditions related to the timing and performance of duties by the Parties as described herein does not apply to the Intersection Improvements. The Intersection Improvements must be completed prior to receiving building permits for any structure located in Phase 2 Residential, Mixed Use or Office, as depicted on Exhibit D.

“2.1 Indian School Road Improvements. The Parties agree that the timing of the improvements related to Indian School Road, which do not include the Intersection Improvements (the “Indian School Road Improvements”) require consents from third parties, namely Maricopa County and the Salt River Project, which may impact the time frames for completion of the Indian School Road Improvements. Notwithstanding the foregoing, the Parties hereby agree that the Owner will complete the Indian School Road Improvements prior to receiving building permits for any structure located in Phase 2 Residential, Mixed Use or Office, as depicted on Exhibit D. The Parties agree and acknowledge that the Indian School Road Improvements are within the jurisdiction of Maricopa County (the “County”), which has defined the acceptable street section right-of-way to be fifty-five (55’) feet wide. The City will deem the design and construction requirements stipulated by the County as acceptable for the development of the Property, and that the City will not impose additional design and construction requirements upon the Owner, except that street lights shall be designed and installed to City standards, to be operated and maintained by the City.”

“2.2 Timing of 99th Avenue Improvements. The Parties agree the timing of the completing of the improvements related to 99th Avenue, which do not include the Intersection Improvements (the “99th Avenue Improvements”) require consents from third parties, namely Maricopa County and the Salt River Project. Notwithstanding the foregoing, the Parties hereby agree that the issuance of building permits and/or certificates of occupancy will be conditioned upon the following terms and conditions:

(A) The City shall issue up to 75 certificates of occupancy and 150 building permits notwithstanding the status of the completion of the 99th Avenue Improvements.

(B) Owner shall use its best commercially reasonable efforts to complete the 99th Avenue Improvements no later than six (6) months after the first residential certificate of occupancy is issued pursuant to Section 2.2(A), not including any residential certificate of occupancy for any model homes. If the 99th Avenue Improvements are not completed by the expiration of such six (6) month period, then except as set forth in Section 2.2(A), no further building permits shall be issued for the Project. Owner and City may negotiate for an extension for a period of six (6) months beyond the above six (6) month period, which may be approved by the City administratively, in which case the above prohibition on the issuance of building permits for the Project shall not apply until the end of the extended six (6) month period, if applicable.

(C) Upon completion of the 99th Avenue Improvements, City shall issue all remaining building permits and certificates of occupancy for Phase 1 Residential area, as described in Exhibit D.

“2.3 Infrastructure Construction and Phasing. The City agrees and acknowledges that the Owner may develop the Property, obtain certificates of occupancy, and close homes without limitation except those limitations further described in Exhibit C so long as utility connections for such dwelling units are available. The City agrees to not impose any moratorium on any building permits related to the Property except to the extent permitted under Arizona Revised Statutes Section 9-463.06.

A. Right-of-Way Abandonment. At the sole cost of Owner, the City will facilitate abandonment of any public rights-of-way or easements the City deems unnecessary and which are under the control of the City. The City will reasonably assist the Owner in seeking the abandonment of any other public rights of way under the control of third parties and which are currently located on the Property and not otherwise used or required by other members of the public.

B. Condemnation. The Parties acknowledge that a strip of private land must be acquired or easements granted to complete the infrastructure improvements and connect into the City utility system through the Westwind community. The Owner agrees to use its best commercially reasonable efforts to acquire the land and/or secure appropriate easements from the private parties at its sole expense. Only if the owner of the private land refuses to sell to Owner and Owner provides written notice of the same to the City, the City agrees to commence a condemnation action in order to obtain the required land and/or easements at Owner's sole cost and expense, including but not limited to reasonable attorneys' fees.

C. Access. City shall provide Owner and its agents with the right to enter, remain upon and cross over City easements or rights-of-way to the extent reasonably necessary to design and/or construct the water and sewer improvements and other improvements for the Property; provided that the Owner's use of such right does not impede or materially adversely affect City's use and enjoyment of the subject property and provided also that Owner shall restore such easements and rights-of-way to substantially the same condition as existed prior to Owner's entry."

D. The Owner shall furnish a non-revocable security binding Owner to provide faithful performance of the 99th Avenue Improvements in the amount of one hundred and twenty-five percent (125%) of the City Engineer's estimate for the 99th Avenue Improvements payable to the City. Performance security shall be in the form of a performance bond. This security must be in the possession of the City Engineer within 30 days after the MOD or final plat for the Property is approved, as applicable. The performance bonds shall be duly executed by the Owner as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority to transact surety business in the State of Arizona by the Arizona Department of Insurance and satisfactory to the City Attorney. Individual sureties are unacceptable. All Insurers and Sureties shall have, at the time of submission of the performance bond, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company. If, after the period described in Section 2.2(B) expires, as may be extended by the City, the Owner ceases performance of the 99th Avenue Improvements, for reasons other than labor or material shortage, act of god, or other similar reasons not foreseeable to the Parties, the City may call the bond and complete the 99th Avenue Improvements.

"2.5 Entitlement Processing. The Owner or Owner's designee will process entitlements, including preliminary and final plats for the Property, concurrently with other required applications, including those required by SRP and the County. The City agrees that it

will permit the Owner or Owner's designee to process preliminary and final plats in accordance with City standards, with the exception of the irrigation easement areas, which shall not be required to be platted or dedicated until after certain SRP improvements and land transfers are completed, and where the City shall allow access to public right-of-way via temporary access easements connecting plat boundaries and public right-of-way. Upon approval of the final plat and except for the limitations provided in this Agreement and by other applicable law or regulation, the City shall issue construction permits upon Owner's request."

4. Amendment to Section 3 of the Agreement.

4.1. Section 3 of the Agreement is hereby deleted and replaced with the following:

"3.1 Payment of Development Fees. Owner shall pay all development fees assessed by the City under ARIZ. REV. STAT. § 9-463.05 ("Development Fees") owing with respect to new development on the Property less any applicable impact fee credits.

3.2 Reimbursement Water Line. The City acknowledges and agrees there will not be an oversizing requirement placed on the Property. The City is requiring Owner to connect to the City water system from a 16" water line located at approximately 107th Avenue and Indian School Road ("WW Water Line") for the benefit of properties east of 107th Avenue to 99th Avenue and then south along 99th Avenue to the Osborn Road alignment, the southern boundary of the property. The City will construct, at City's sole cost and expense, a 16" water line extension through the 107th Avenue/Indian School Road intersection to allow the Owner to tie in east of the intersection. The City shall contribute \$150,000.00 toward the cost related to the 16" water line between 107th Avenue and 103rd Avenue on Indian School Road (the "Water Line Contribution"), which Water Line Contribution is due and payable in immediately available funds on the date which the connection to the existing Westwind community water system is completed.

City's obligations under this Section 3.2 shall survive for a period of ten years beginning at the time of acceptance of the improvements."

5. Amendment to Section 5.4 and 5.6 of the Agreement.

5.1. Section 5.4 of the Agreement listed is hereby deleted and replaced with the following:

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

If to the City:	City of Avondale 11465 W. Civic Center Drive Avondale, Arizona 85323 Attn: Charles A. Montoya, City Manager
-----------------	--

With copy to: Michael Wawro, City Attorney
City of Avondale Attorney's Office
11465 W. Civic Center Drive
Avondale, AZ, 85013

If to Owner: AG/RW - Entorno, LLC
c/o Ridgewood Real Estate Partners
25A Hanover Road, Suite 310
Florham Park, NJ 07932
Attn: Jonathan Grebow

With a copy to: Rose Law Group, PC
7144 E. Stetson Dr., Suite 300
Scottsdale, Arizona 85251
Attn: Jordan Rose

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

5.2. Section 5.6 of the Agreement listed is hereby deleted and replaced with the following:

"5.6 Assignment. The Parties agree the Agreement, this Amendment and subsequent amendments run with the land and are an obligation of the Owner and, or subsequent owner(s) as ownership changes in the Property occur over time. Owner may transfer or assign ("Transfer") part or all of its rights and obligations in part or all of the Property to any person or entity ("Transferee") at any time during the duration of this Agreement without the consent of the City. Any assignment to a Transferee with respect to the Property or the part of the Property that is transferred ("Transferred Property") is subject to the following conditions:

A. Notice. Except for Transfers to Transferees who are retail homebuyers, Owner has provided the City written notice of the Transfer substantially in the form of Exhibit E hereto.

B. Fees and Charges Paid. All outstanding fees and charges have been paid to the City, including payment costs and expenses in connection with any suit, claim, legal challenge or referendum filed challenging this Agreement or any City Council action approving this Agreement.

C. Partial Transfer. In the event of a partial Transfer, Owner and the Transferee have submitted to the City and the City has approved, in its reasonable discretion, a written plan providing for the allocation of obligations and responsibilities under this Agreement between Owner and the Transferee such that the City's rights and interests under this Agreement are not adversely affected.

Any amendment to this Agreement in connection with Transferred Property shall affect only the Transferred Property and shall not be an amendment of this Agreement as to the part of the Property that is not transferred. Any Default of this Agreement in connection with Transferred Property shall affect only the Transferred Property and shall not be a Default under this Agreement as to the part of the Property that is not the subject of a Transfer."

6. Additional Terms. The Parties agree and acknowledge, this Amendment is not construed as a novation of the Agreement. Terms not expressly stated as amended herein remain intact within the Agreement. By execution of this Amendment, the Parties agree and acknowledge there is no default under the Agreement and all provisions hereby not amended remain in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGES]

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 201_, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

“Owner”

AG/RW-Entorno, LLC,
a Delaware limited liability company

By: AG Real Estate Manager Inc.,
a Delaware corporation, its manager

Name:

Title: Louis Friedel
Vice President

(ACKNOWLEDGMENT)

STATE OF California)
COUNTY OF Los Angeles) ss.

On August 8, 2019, before me personally appeared Louis Friedel, the VP of AG Real Estate Manager Inc., a Delaware corporation as manager of AG/RW-Entorno, LLC, a Delaware limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the company.

see attached

Notary Public

(Affix notary seal here)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On August 8, 2019 before me, O. Alade, Notary Public
(insert name and title of the officer)

personally appeared Louis Friedel,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Redacted] (Seal)

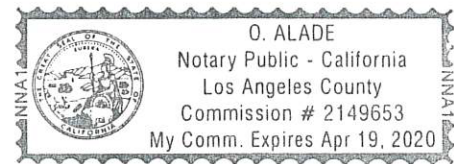


EXHIBIT C
TO
DEVELOPMENT AGREEMENT

Limitations on City Issuance of Certificates of Occupancy and Building Permits

(Phase boundaries are defined in Exhibit D)

Residential Phase 1 (as shown in the Exhibit D – Phase Plan) - City will issue up to 75 Certificates of Occupancy and 150 building permits in the Residential Phase 1 area, notwithstanding the status of the 99th Avenue Improvements, the Indian School Road Improvements or the Intersection Improvements. Owner will work with commercial diligence towards the completion of the 99th Avenue Improvements and complete the same within a 6-month period beginning on the date of the first issued Certificate of Occupancy within the Residential Phase 1 Area, excluding any Certificates of Occupancy for any model homes. The City will release all remaining Certificates of Occupancy in Residential Phase 1 after the 99th Avenue Improvements are completed, but before the Indian School Improvements and Intersection Improvements are completed.

Residential Phase 2 (as shown in the Exhibit D – Phase Plan) – Building permits will be withheld by City until Owner has completed the 99th Avenue Improvements, Indian School Improvements and Intersection Improvements.

Mixed Use / Office (as shown in the Exhibit D – Phase Plan) - Building permits will be withheld by City until Owner has completed the 99th Avenue Improvements, Indian School Improvements and Intersection Improvements.

EXHIBIT D
TO
DEVELOPMENT AGREEMENT

PHASE PLAN

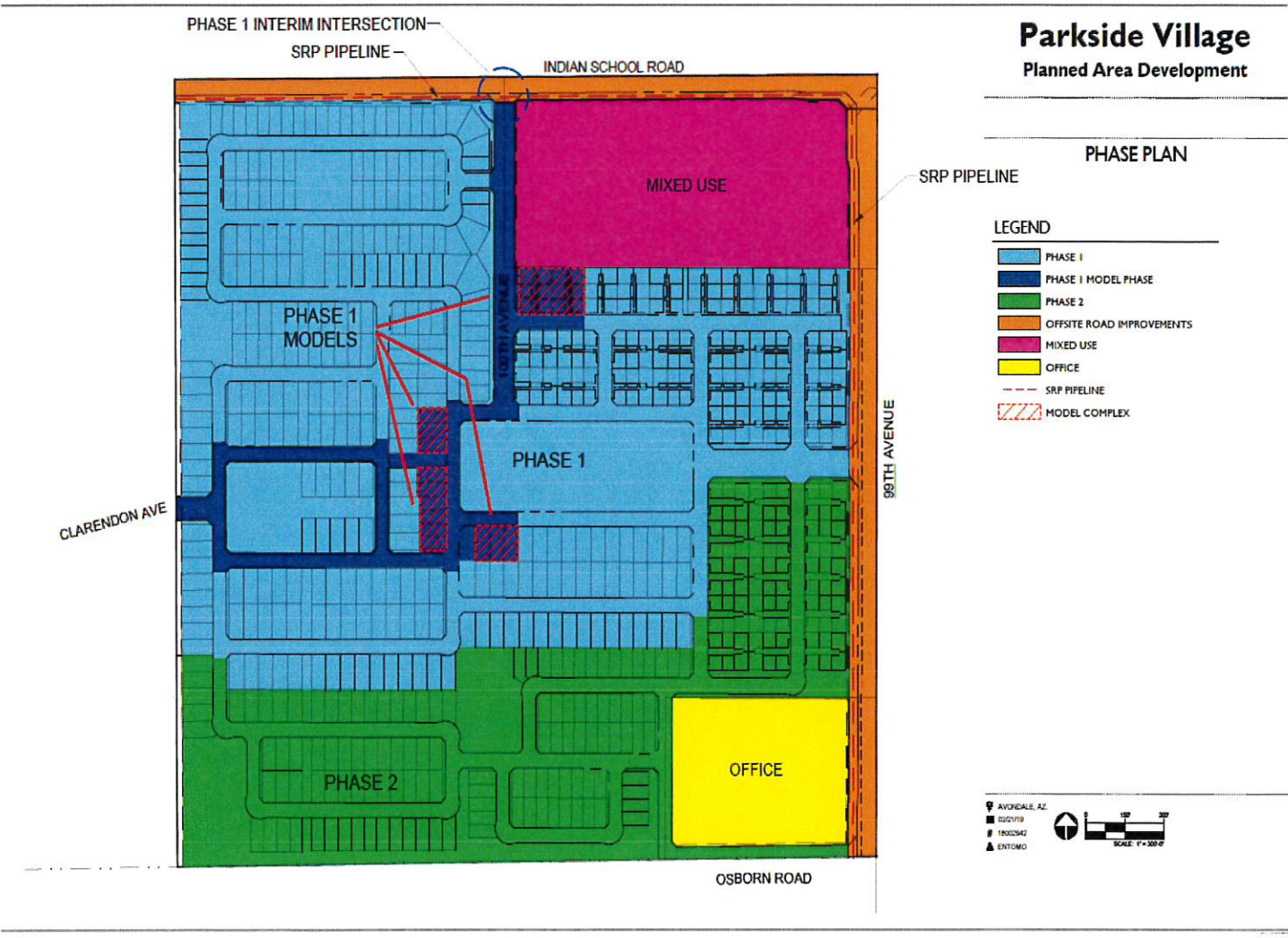


EXHIBIT E
TO
DEVELOPMENT AGREEMENT

FORM OF NOTICE OF TRANSFER

_____, 2019

Stephen Kemp
Assistant City Attorney
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323

RE: Notice of Transfer; Parkside Village

Dear Mr. Kemp:

Please be advised that as of _____, 2019, _____ ("Owner") has transferred the real property described below as Exhibit A (the "Transfer Property") to _____ ("Purchaser"). Owner hereby provides this notice in accordance with Section 5.6(a) of that certain Development Agreement dated June 16, 2014, which was recorded in the Official Records of the Maricopa County Recorder number 2014-0480700, dated July, 23rd, 2014; thereafter amended by that certain First Amendment to Development Agreement dated _____, 2019, which was recorded in the Official Records of the Maricopa County Recorder number _____, dated _____, 2019 (collectively, the "Agreement").

The legal description of the Transfer Property is provided as Exhibit A hereto. The name, address and facsimile number of Purchaser is:

Owner and Purchaser have entered into a purchase and sale agreement for the Transfer Property, which purchase and sale agreement assigns all obligations of the Agreement to Purchaser with respect to the Transfer Property and irrevocably releases Owner from the same. The purchase and sale agreement also designates the Purchaser, who's contact information is above, as the recipient of any payments by City under the Agreement.

Sincerely,

Exhibit A
to Notice of Transfer

LEGAL DESCRIPTION OF TRANSFER PROPERTY

Exhibit A

Approved Development Agreement

RESOLUTION NO. 3201-614

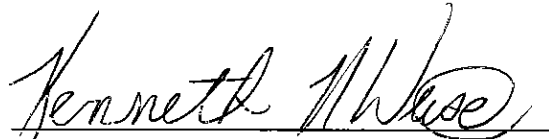
A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, APPROVING A DEVELOPMENT AGREEMENT WITH AG/RW –
ENTORNO, LLC.

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

SECTION 1. The Development Agreement with AG/RW – Entorno, LLC relating to the development of the Parkside Village subdivision (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the Council of the City of Avondale, June 16, 2014.


Kenneth N. Weise, Mayor

ATTEST:


Carmen Martinez, City Clerk

APPROVED AS TO FORM:

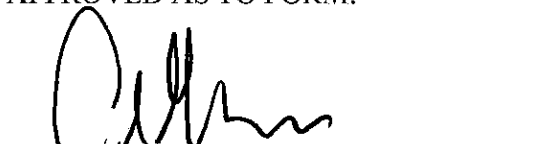

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3201-614

[Agreement]

See following pages.

When recorded, return to:

City Clerk
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6804

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into _____, 2014 (the "Effective Date"), by and between the City of Avondale, an Arizona municipal corporation (the "City") acting by and through the Mayor and City Council (the "Council") and AG/RW - Entorno, LLC, a Delaware limited liability company ("Owner"). The City and Owner are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS:

A. Owner owns the approximately 163 gross acres of real property bounded by Indian School Road to the north, 99th Avenue to the east, the Osborn Road alignment to the south and the Westwind PAD to the west, within the corporate limits of the City and within Maricopa County, Arizona, legally described in Exhibit A and depicted on Exhibit B, both of which are attached hereto and incorporated herein by reference (the "Property").

B. The Property received Council approval for a planned area development known as Entorno in October, 2007 (the "Entorno PAD").

C. Owner desires to receive Council approval (the "Rezoning") for Planned Area Development zoning for the Property to develop the Property as more particularly described in the narrative for the Parkside Village PAD currently pending in the City as No. PL-13-0046 (the "Parkside Village PAD").

D. Owner and City agree that, if approved by the Council, the Parkside Village PAD shall replace the Entorno PAD and the Entorno PAD shall be revoked without further action of the Council.

E. Owner and City desire to enter into this Agreement to set forth their understanding as to each Party's responsibility for certain actions and infrastructure improvements related to the Property.

F. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of and entered into pursuant to the terms of ARIZ. REV. STAT. § 9-500.05, to facilitate the proper municipal zoning designation and development of the Property by providing for, among other things, conditions, terms, restrictions and requirements related to infrastructure improvements. The terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

1. Term and Termination.

1.1 Term. The Term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until December 31, 2019, after which time this Agreement shall automatically terminate without the necessity of any notice, agreement or recording by or between the Parties (the "Term"), unless extended by mutual written consent of the Parties.

1.2 Termination Upon Sale of Subdivided Lots. It is the intention of the Parties that although recorded, this Agreement shall not create conditions or exceptions to title or covenants running with the Property when sold to the end purchaser or user. Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, so long as not prohibited by law, this Agreement shall automatically terminate without the execution or recordation of any further document or instrument as to any lot (a "Subdivided Lot") that has been finally subdivided and individually (and not in bulk) leased (for a period of longer than one year) or sold to the end purchaser or user thereof, and thereupon such Subdivided Lot shall be released from and no longer subject to or burdened by the provisions of this Agreement. The term "Subdivided Lot" shall include commercial parcels and common areas within the Property as well as the residential lots into which the Property is divided and sold. The "end purchaser or user" of the commercial parcels means the party purchasing such parcels from Owner, and the "end user" of the common areas within the Property means the homeowners' association.

2. Roadway Improvements. Unless otherwise specified in this Agreement, Owner shall construct the streets and roadways in compliance with the City of Avondale Subdivision Regulations and General Engineering Requirements, and as deemed necessary by the City after review of the Owner's site-specific traffic study (the "Traffic Study"), which shall be submitted to the City at or prior to the time of application for preliminary plat approval. The Traffic Study shall include recommended improvements to adjacent existing City roads that will be impacted by the traffic generated by the development of the Property. In connection with the development of the Property, the Parties agree to the following modifications to the City's typical infrastructure requirements:

2.1 Indian School Road Improvements. Owner shall, as part of the initial phase of the Development, dedicate the 65' half-street right-of-way for the South half of Indian School Road and shall construct the related improvements according to the approved Parkside Village PAD from the western boundary of the Property to and through the entire southwest corner of the 99th Avenue intersection. Owner shall also be responsible for any relocation and undergrounding of the existing SRP lateral irrigation ditch on the south side of Indian School

Road, including dedication of an exclusive easement or other interest in land located outside the 65' right-of-way as required by SRP.

2.2 Timing of 99th Avenue Improvements. The City and the Owner agree that the SRP irrigation ditch on the west side of 99th Avenue (the "SRP Ditch") must be placed underground along the entire eastern edge of the Property within an exclusive easement (or fee title land) outside the public right-of-way in order for Owner to access 99th Avenue (the "Irrigation Improvements"). The cost of such undergrounding and dedication of land is significant enough that the Owner requires assistance from the City. The City has agreed to (A) allow Owner to defer improvements to 99th Avenue according to the phasing schedule set forth in the Parkside Village PAD and (B) allow for use of \$500,000 from the City's SRP Aesthetics Fund "account" to be applied toward the Irrigation Improvements. Upon Owner's request, the City shall initiate a request with Salt River Project for use of up to \$500,000 of funds in the City's Aesthetics Fund account to partially defray the cost of making the Irrigation Improvements. In conjunction with the requests, Owner shall provide SRP with the scope of work for the Irrigation Improvements. The Parties agree that SRP will be solely responsible for (A) completing design and cost estimates and (B) determining what portion of the Irrigation Improvements shall be eligible for funding. The City's obligation to commit \$500,000 in Aesthetics Fund to the Irrigation Improvements shall be conditioned upon Owner submitting the request and accompanying documents to SRP and meeting all SRP requirements with sufficient time to ensure that SRP approves the Irrigation Improvements and commits the funding by December 1, 2014. This includes, but is not limited to, developing and submitting 60% roadway plans to SRP that correctly illustrate the ultimate configuration of 99th Avenue and the intersection(s) of 99th Avenue and Indian School Road and 99th Avenue and Osborn Road. In addition, Developer will be responsible for submitting a right-of-way strip map that correctly illustrates all the existing public rights-of-way, SRP easements, all USA Fee interests and any and all encumbrances. Also, the exhibit shall illustrate the proposed public rights-of-way, SRP easements and USA Fee/easements, and any and all proposed encumbrances, including, but not limited to, Public utility easements (PUE's). Developer will be responsible for all coordination and providing SRP with all required construction documents, legal documents and any other required materials. Upon approval from SRP, Owner shall provide financial reassurances to the City by January 1, 2015 in an amount determined by SRP as necessary to cover all costs related to the Irrigation Improvements, minus the \$500,000 contribution from the City's Aesthetics Funds. If, by January 1, 2015, Owner does not timely submit the necessary documentation, obtain SRP approval and provide financial assurances acceptable to the City, the City's obligation to commit such funds to the Irrigation Improvements shall be eliminated.

2.3 Infrastructure Construction and Phasing Plan. The Parties acknowledge and agree that, to the extent Owner develops the Property, it has the right and obligation at any time after the Effective Date to construct, or cause to be constructed and installed, all portions of the infrastructure related to the developing segments of the Property. Construction of the infrastructure shall be performed in a timely and workmanlike manner and in compliance with applicable federal, state, county and local laws. To the maximum extent practical, the prior dedication of any easements or rights-of-way shall not affect or proscribe Owner's rights to construct the infrastructure.

A. Right-of-Way Abandonment. At the sole cost of Owner, the City will facilitate abandonment of any public rights-of-way or easements the City deems unnecessary which are currently located on the Property and not otherwise used or required by other members of the public.

B. Access. City shall provide Owner and its agents with the right to enter, remain upon and cross over City easements or rights-of-way to the extent reasonably necessary to design and/or construct the water and sewer improvements and other improvements for the Property; provided that the Owner's use of such right does not impede or materially adversely affect City's use and enjoyment of the subject property and provided also that Owner shall restore such easements and rights-of-way to substantially the same condition as existed prior to Owner's entry.

3. Development Impact Fees and Payback Improvements.

3.1 Payment of Development Fees. Owner shall pay all development fees assessed by the City under ARIZ. REV. STAT. § 9-463.05 ("Development Fees") owing with respect to new development on the Property. Owner may elect, at its sole discretion to pay the Development Fees due for any new development 15 days after issuance of the certificate of occupancy for each residential dwelling unit in that new development; provided, however that, in order to avail itself of this option, Owner must, not later than 30 days prior to issuance of the first building permit for any structure on the Property, (A) notify the City, in writing, of Owner's intent to use the alternative payment process and (B) post with the City appropriate security, as set forth in ARIZ. REV. STAT. § 9-463.05(B)(12) in an amount determined by the City to be equal to the cost of the Development Fees due for construction on the Property.

3.2 Oversizing of Infrastructure. Where a specific size is not stated in this Agreement with respect to any public infrastructure and/or improvements or other facilities to be provided by Owner hereunder, the size shall comply with the City's standard, duly-adopted roadway or infrastructure extension requirements as set forth in the City's General Engineering Requirements for such infrastructure classification for the type and intensity of use proposed for development on the Property (the "Standard Requirements"). Subject to the provisions of this Section 3.2, City may request that Owner "oversize" (i.e., larger than the City's Standard Requirements) any improvements or other facilities to be provided by Owner hereunder. If Owner agrees to oversize, then Owner shall be reimbursed the cost of such oversizing (the "Payback Improvement") as set forth below. City may elect to pay the Oversizing Cost (as hereinafter defined) of the Payback Improvement directly to Owner upon acceptance pursuant to the Standard Requirements. If City cannot pay for the Payback Improvement at the time of acceptance, then such reimbursement shall occur through payback agreements with the owner(s) of land or developments within the jurisdiction of the City but outside the exterior boundaries of the Property that have or will utilize or benefit from the oversizing (the "Benefitted Non-Party Land/Developments"). The amount of oversizing credit or payment will be the incremental difference between the cost of materials and labor for the construction/installation of the City's Standard Requirements (including design and engineering costs) and the actual materials and labor cost of the oversized component (including design and engineering costs) of the infrastructure (the "Oversizing Cost").

A. Payback Fee. Payment by Benefitted Non-Party Land/Developments shall be required by City as a condition of the Benefitted Non-Party Land/Development owner's request for annexation, zoning, grading permits, or plat approval, whichever occurs first after acceptance of the Payback Improvement by the relevant governmental entity, for any Benefitted Non-Property Land/Developments (the "Payback Fee").

B. Calculation of Payback. The Benefitted Non-Property Land/Developments shall reimburse Owner on a per-front foot basis for roadway improvements and on a per-acre basis for water and sanitary sewer Improvements. The Parties shall agree on the reimbursement basis for Benefitted Non-Property Land/Developments for types of infrastructure other than roadways, water and sewer during the review of the preliminary plan phase, but in any case the basis for reimbursement of each Benefitted Non-Property Land/Development's proportional share of the incremental Oversizing Cost of the Payback Improvement to which it connects shall be the relative area of the beneficial property to the entire assessable area served by the Payback Improvement to which it connects.

C. Cap on Amount. Owner shall only receive a Payback Fee up to a maximum of the original cost of the Payback Improvement, including financing costs.

City's obligations under this Section 3.2 shall survive for a period of five years following expiration or termination of this Development Agreement.

4. Default; Remedies; Termination.

4.1 Default. Failure or unreasonable delay by Owner or City to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within 45 days after written notice thereof from the other Party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than 45 days would reasonably be required to perform such action or comply with any term or provision hereof, then the Party shall have such additional time as may be necessary to perform or comply so long as the Party commences performance or compliance within 15 days after written notice and diligently proceeds to complete such performance or fulfill such obligation (the "Cure Period"); provided further, however, that no such cure period shall exceed 90 days, unless otherwise agreed to, in writing, by the Parties. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event a breach is not cured within the Cure Period, the non-defaulting Party shall have all rights and remedies which may be available under law or equity, including without limitation the right to (A) specifically enforce any term or provision of this Agreement, (B) terminate this Agreement or (C) institute an action for damages.

4.2 Dispute Resolution. In the event that there is a dispute hereunder that the Parties cannot resolve between themselves and the Cure Period for the breach has expired, the Parties agree that there shall be a 45 day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American

Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Owner and the City. In the event that the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter, the City and Owner shall request the presiding judge of the Superior Court in and for the County of Maricopa, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years of experience in mediating or arbitrating disputes relating to land and property development. The cost of any such mediation shall be divided equally between the City and Owner. The results of the mediation shall be non-binding on the Parties, and either Party shall be free to initiate litigation. This Section 4.2 shall not apply to any legal rights of Owner that must be exercised within a certain number of days that is less than 45.

4.3 No Personal Liability.

A. City to Owner. No member, official, employee, or agent of the City shall be personally liable to Owner, or any successor or assignee (1) in the event of any default or breach by the City or (2) pursuant to any obligation of the City under the terms of this Agreement.

B. Owner to City. No member, official, employee, or agent of Owner shall be personally liable to the City (1) in the event of any default or breach by Owner, (2) for any amount that may become due to the City or (3) pursuant to any obligation of Owner under the terms of this Agreement.

5. General Provisions.

5.1 Cooperation. The City and Owner hereby acknowledge and agree that they shall cooperate in good faith with each other as contemplated by this Agreement.

5.2 Time of Essence. Time is of the essence with respect to each and every provision of this Agreement and the performance required by each Party hereto.

5.3 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

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

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: David W. Fitzhugh, Acting City Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Owner: AG/RW - Entorno, LLC
c/o Ridgewood Real Estate Partners

Attn: _____

With a copy to: Rose Law Group, PC
6613 North Scottsdale Road, Suite 200
Scottsdale, Arizona 85250
Attn: Jordan Rose

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

5.5 Governing Law; Venue. This Agreement shall be interpreted and governed according to laws of the State of Arizona. The venue for any dispute hereunder shall be Maricopa County, Arizona, and the Parties hereby irrevocably waive any right to object to such venue.

5.6 Assignment. Owner shall not transfer or assign ("Transfer") part or all of its rights and obligations in part or all of the Property to any person or entity ("Transferee") at any time during the duration of this Agreement without the prior, written consent of the City which consent shall not be unreasonably withheld. Any assignment made without the City's written consent required under this Section 5.6 shall be automatically void. In the event of a proposed assignment, Owner specifically acknowledges and agrees that the City's consent may be withheld and Owner will not be released from its obligations under this Agreement with respect to the Property or the part of the Property that is transferred ("Transferred Property"), unless:

A. Acceptance by Transferee. Owner has provided the City written notice of the proposed Transfer including (i) a legal description of the Transferred Property and the name, address and facsimile number for notice purposes, of the Transferee, (ii) a written acknowledgement and agreement that Transferee agrees to be subject to all of the provisions of this Agreement as to the Transferred Property, and (C) Owner's request for the City's consent; and

B. Fees and Charges Paid. All outstanding fees and charges have been paid to the City, including payment costs and expenses in connection with any suit, claim, legal challenge or referendum filed challenging this Agreement or any City Council action approving this Agreement.

C. Partial Transfer. In the event of a partial Transfer, Owner and the Transferee have submitted to the City and the City has approved, in its reasonable discretion, a written plan providing for the allocation of obligations and responsibilities under this Agreement between Owner and the Transferee such that the City's rights and interests under this Agreement are not adversely affected.

Any amendment to this Agreement in connection with Transferred Property shall affect only the Transferred Property and shall not be an amendment of this Agreement as to the part of the Property that is not transferred. Any Default of this Agreement in connection with Transferred Property shall affect only the Transferred Property and shall not be a Default under this Agreement as to the part of the Property that is not the subject of a Transfer.

5.7 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

5.8 Attorneys' Fees. In the event of any actual litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its reasonable costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

5.9 Limited Severability. The City and Owner each believe that this Agreement was executed, delivered and performed in compliance with all applicable laws. However, in the unlikely event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement is declared void or unenforceable by a court of competent jurisdiction (or is construed as requiring the City to do any act in violation of any applicable laws, constitutional provision, law, regulation or City Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic or otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

5.10 Exhibits. All exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

5.11 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded by and merged into this Agreement.

5.12 Recordation of Agreement. This Agreement shall be recorded in the Maricopa County Recorder's Office within ten days after its approval and execution by the City.

5.13 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between Owner and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder.

5.14 Additional Acts and Documents. Each Party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any Party in furtherance of the rights under this Agreement, such approval shall not be unreasonably withheld.

5.15 Headings; Counterparts. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

5.16 City Services. Upon completion of the public infrastructure, the City shall provide and maintain all City services to the Property to the same extent and upon the same terms and conditions as those services are provided to other real properties in the City, except as otherwise provided herein.

5.17 Force Majeure. The performance of either Party and the duration of this Agreement shall be extended by any causes that are extraordinary and beyond the control of the Party required to perform, such as, but not limited to, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or acts of terrorism.

5.18 Fair Interpretation. All Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

5.19 Computation of Time. In computing any period of time under this Agreement the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a

Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (local time in Phoenix, Arizona) on the last day of the applicable time period provided herein.

5.20 Amendment. No amendments are to be made to this Agreement except by written document executed by City and Owner. Within ten days after the execution of the amendment by both Parties, the amendment shall be recorded by the City with the Maricopa County Recorder.

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, Acting City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2014, before me personally appeared David W. Fitzhugh, the Acting City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

“Owner”

AG/RW-Entorno, LLC,
a Delaware limited liability company

By: AG Real Estate Manager Inc.,
a Delaware corporation, its manager

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2014, before me personally appeared _____
_____, the _____ of AG Real Estate Manager Inc., a
Delaware corporation as manager of AG/RW-Entorno, LLC, a Delaware limited liability
company, whose identity was proven to me on the basis of satisfactory evidence to be the person
who he/she claims to be, and acknowledged that he/she signed the above document on behalf of
the company.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
DEVELOPMENT AGREEMENT

[Property Legal Description]

See following pages.

EXHIBIT "A"
PARKSIDE VILLAGE
LEGAL DESCRIPTION for ZONING PURPOSES

Parcel No. 1:

The Northeast quarter of the Northeast quarter of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT the North 55.00 feet thereof.

Parcel No. 2:

The East half of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the Northeast quarter of the Northeast quarter of the Northeast quarter; and

EXCEPT the North 55.00 feet thereof.

Parcel No. 3:

The West half of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 55.00 feet thereof.

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

The above described parcel contains 6,952,386 Square Feet (159.6048 acres) more or less.

Prepared by: HilgartWilson
1661 East Camelback Road
Suite 275
Phoenix, AZ
Job No. 1071
March 11, 2013

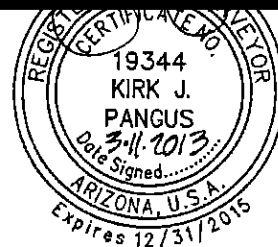
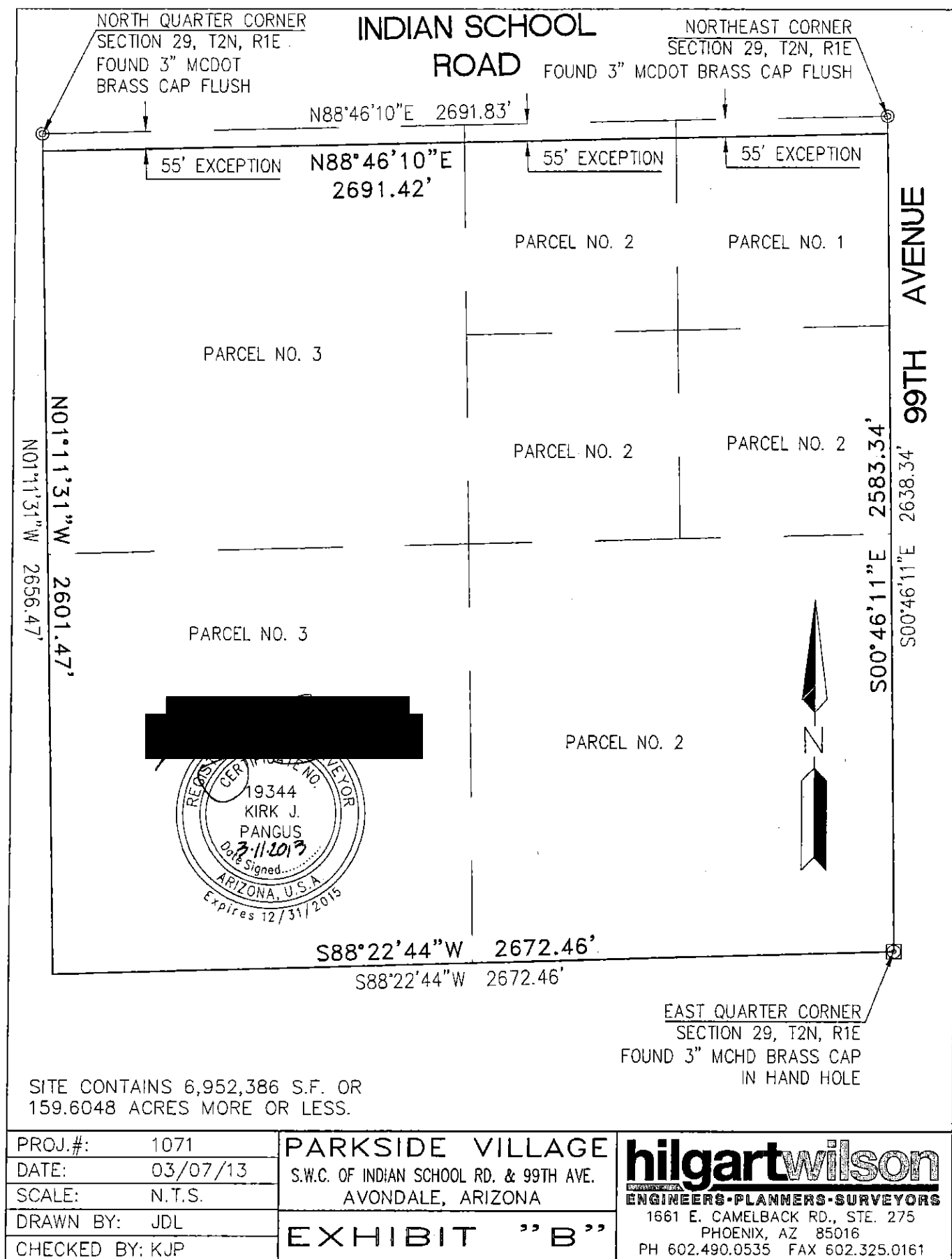


EXHIBIT B
TO
DEVELOPMENT AGREEMENT

[Map of Property]

See following pages.



When recorded, return to:

City Clerk
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6804

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is entered into _____, 2019 (the "Effective Date"), by and between the City of Avondale, an Arizona municipal corporation (the "City") acting by and through the Mayor and City Council (the "Council") and AG/RW - Entorno, LLC, a Delaware limited liability company ("Owner"). The City and Owner are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS:

A. Owner owns the approximately 163 gross acres of real property bounded by Indian School Road to the north, 99th Avenue to the east, the Osborn Road alignment to the south and the Westwind PAD to the west, within the City of Avondale, Maricopa County, Arizona, and as legally described in the Agreement (the "Property").

B. The Property received Council approval for a Planned Area Development known as the Parkside Village PAD, Case No. PL-13-0046, on April 14, 2014 (the "Rezoning").

C. Subsequent to the Rezoning, the Owner and City entered into certain Development Agreement dated June 16, 2014, which was recorded in the Official Records of the Maricopa County Recorder number 2014-0480700, dated July, 23rd, 2014 (the "Agreement").

D. Owner has submitted an amendment to the Parkside Village PAD, which amendment is currently pending before the City Council (the "2019 Rezoning").

E. In order to develop the Property, Owner is required to construct several offsite improvements for the benefit of Parkside Village PAD, the City and other area properties, including but not limited to roadway, utility and irrigation infrastructure and facilities.

F. The purpose of this Amendment is to redefine certain infrastructure improvements required to be completed for the development of the Property, to modify the timing for such improvements, and remove certain time sensitive elements in the Agreement that are no longer available.

G. The Parties desire to enter into this Amendment and understand and acknowledge that this Amendment and the Agreement constitutes a "Development Agreement" within the meaning of and entered into pursuant to the terms of ARIZ. REV. STAT. § 9-500.05, to facilitate the proper municipal zoning designation and development of the Property by providing for, among

other things, conditions, terms, restrictions and requirements related to infrastructure improvements. The terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the promises contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

1. Definitions. Except as otherwise defined herein, all capitalized terms used herein shall have the same meanings ascribed thereto in the Agreement.

2. Amendment to Section 1 of the Agreement.

2.1 Section 1.1 of the Agreement is hereby deleted and replaced with the following:

“1.1 Term. The Term of the Agreement shall commence on the Effective Date and shall remain in full force and effect until December 31, 2030, after which time this Agreement shall automatically terminate without the necessity of any notice, agreement or recording by or between the Parties (the “Term”), unless extended by mutual written consent of the Parties.”

3. Amendments to Section 2 of the Agreement.

3.1. Section 2 of the Agreement is hereby deleted and replaced with the following:

“2 Roadway Improvements. Unless otherwise specified in this Agreement, Owner shall construct the streets and roadways in compliance with the City of Avondale Subdivision Regulations and General Engineering Requirements, and as deemed necessary by the City after review of the Owner’s site-specific traffic study (the “Traffic Study”), which shall be submitted to the City at or prior to the time of application for preliminary plat approval. The Traffic Study shall include recommended improvements to adjacent existing City and County roads that will be impacted by the traffic generated by the development of the Property. In connection with the development of the Property, the Parties agree that the improvements that border the Property along Indian School Road and 99th Avenue will be developed according to the Phase Plan as displayed in Exhibit D, as attached and incorporated herein by reference. The Parties acknowledge and agree that the Indian School Road Improvements and the 99th Avenue Improvements (each as defined below) do not include any improvements for or related to the intersection at Indian School Road and 99th Avenue or any utility tie-ins on Indian School Road (such improvements are referred to as the “Intersection Improvements”). Unless otherwise expressly stated, the terms and conditions related to the timing and performance of duties by the Parties as described herein does not apply to the Intersection Improvements. The Intersection Improvements must be completed prior to receiving building permits for any structure located in Phase 2 Residential, Mixed Use or Office, as depicted on Exhibit D.

“2.1 Indian School Road Improvements. The Parties agree that the timing of the improvements related to Indian School Road, which do not include the Intersection Improvements (the “Indian School Road Improvements”) require consents from third parties, namely Maricopa County and the Salt River Project, which may impact the time frames for completion of the Indian School Road Improvements. Notwithstanding the foregoing, the Parties hereby agree that the Owner will complete the Indian School Road Improvements prior to receiving building permits for any structure located in Phase 2 Residential, Mixed Use or Office, as depicted on Exhibit D. The Parties agree and acknowledge that the Indian School Road Improvements are within the jurisdiction of Maricopa County (the “County”), which has defined the acceptable street section right-of-way to be fifty-five (55’) feet wide. The City will deem the design and construction requirements stipulated by the County as acceptable for the development of the Property, and that the City will not impose additional design and construction requirements upon the Owner, except that street lights shall be designed and installed to City standards, to be operated and maintained by the City.”

“2.2 Timing of 99th Avenue Improvements. The Parties agree the timing of the completing of the improvements related to 99th Avenue, which do not include the Intersection Improvements (the “99th Avenue Improvements”) require consents from third parties, namely Maricopa County and the Salt River Project. Notwithstanding the foregoing, the Parties hereby agree that the issuance of building permits and/or certificates of occupancy will be conditioned upon the following terms and conditions:

(A) The City shall issue up to 75 certificates of occupancy and 150 building permits notwithstanding the status of the completion of the 99th Avenue Improvements.

(B) Owner shall use its best commercially reasonable efforts to complete the 99th Avenue Improvements no later than six (6) months after the first residential certificate of occupancy is issued pursuant to Section 2.2(A), not including any residential certificate of occupancy for any model homes. If the 99th Avenue Improvements are not completed by the expiration of such six (6) month period, then except as set forth in Section 2.2(A), no further building permits shall be issued for the Project. Owner and City may negotiate for an extension for a period of six (6) months beyond the above six (6) month period, which may be approved by the City administratively, in which case the above prohibition on the issuance of building permits for the Project shall not apply until the end of the extended six (6) month period, if applicable.

(C) Upon completion of the 99th Avenue Improvements, City shall issue all remaining building permits and certificates of occupancy for Phase 1 Residential area, as described in Exhibit D.

“2.3 Infrastructure Construction and Phasing. The City agrees and acknowledges that the Owner may develop the Property, obtain certificates of occupancy, and close homes without limitation except those limitations further described in Exhibit C so long as utility connections for such dwelling units are available. The City agrees to not impose any moratorium on any building permits related to the Property except to the extent permitted under Arizona Revised Statutes Section 9-463.06.

A. Right-of-Way Abandonment. At the sole cost of Owner, the City will facilitate abandonment of any public rights-of-way or easements the City deems unnecessary and which are under the control of the City. The City will reasonably assist the Owner in seeking the abandonment of any other public rights of way under the control of third parties and which are currently located on the Property and not otherwise used or required by other members of the public.

B. Condemnation. The Parties acknowledge that a strip of private land must be acquired or easements granted to complete the infrastructure improvements and connect into the City utility system through the Westwind community. The Owner agrees to use its best commercially reasonable efforts to acquire the land and/or secure appropriate easements from the private parties at its sole expense. Only if the owner of the private land refuses to sell to Owner and Owner provides written notice of the same to the City, the City agrees to commence a condemnation action in order to obtain the required land and/or easements at Owner's sole cost and expense, including but not limited to reasonable attorneys' fees.

C. Access. City shall provide Owner and its agents with the right to enter, remain upon and cross over City easements or rights-of-way to the extent reasonably necessary to design and/or construct the water and sewer improvements and other improvements for the Property; provided that the Owner's use of such right does not impede or materially adversely affect City's use and enjoyment of the subject property and provided also that Owner shall restore such easements and rights-of-way to substantially the same condition as existed prior to Owner's entry."

D. The Owner shall furnish a non-revocable security binding Owner to provide faithful performance of the 99th Avenue Improvements in the amount of one hundred and twenty-five percent (125%) of the City Engineer's estimate for the 99th Avenue Improvements payable to the City. Performance security shall be in the form of a performance bond. This security must be in the possession of the City Engineer within 30 days after the MOD or final plat for the Property is approved, as applicable. The performance bonds shall be duly executed by the Owner as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority to transact surety business in the State of Arizona by the Arizona Department of Insurance and satisfactory to the City Attorney. Individual sureties are unacceptable. All Insurers and Sureties shall have, at the time of submission of the performance bond, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company. If, after the period described in Section 2.2(B) expires, as may be extended by the City, the Owner ceases performance of the 99th Avenue Improvements, for reasons other than labor or material shortage, act of god, or other similar reasons not foreseeable to the Parties, the City may call the bond and complete the 99th Avenue Improvements.

"2.5 Entitlement Processing. The Owner or Owner's designee will process entitlements, including preliminary and final plats for the Property, concurrently with other required applications, including those required by SRP and the County. The City agrees that it

will permit the Owner or Owner's designee to process preliminary and final plats in accordance with City standards, with the exception of the irrigation easement areas, which shall not be required to be platted or dedicated until after certain SRP improvements and land transfers are completed, and where the City shall allow access to public right-of-way via temporary access easements connecting plat boundaries and public right-of-way. Upon approval of the final plat and except for the limitations provided in this Agreement and by other applicable law or regulation, the City shall issue construction permits upon Owner's request."

4. Amendment to Section 3 of the Agreement.

4.1. Section 3 of the Agreement is hereby deleted and replaced with the following:

"3.1 Payment of Development Fees. Owner shall pay all development fees assessed by the City under ARIZ. REV. STAT. § 9-463.05 ("Development Fees") owing with respect to new development on the Property less any applicable impact fee credits.

3.2 Reimbursement Water Line. The City acknowledges and agrees there will not be an oversizing requirement placed on the Property. The City is requiring Owner to connect to the City water system from a 16" water line located at approximately 107th Avenue and Indian School Road ("WW Water Line") for the benefit of properties east of 107th Avenue to 99th Avenue and then south along 99th Avenue to the Osborn Road alignment, the southern boundary of the property. The City will construct, at City's sole cost and expense, a 16" water line extension through the 107th Avenue/Indian School Road intersection to allow the Owner to tie in east of the intersection. The City shall contribute \$150,000.00 toward the cost related to the 16" water line between 107th Avenue and 103rd Avenue on Indian School Road (the "Water Line Contribution"), which Water Line Contribution is due and payable in immediately available funds on the date which the connection to the existing Westwind community water system is completed.

City's obligations under this Section 3.2 shall survive for a period of ten years beginning at the time of acceptance of the improvements."

5. Amendment to Section 5.4 and 5.6 of the Agreement.

5.1. Section 5.4 of the Agreement listed is hereby deleted and replaced with the following:

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

If to the City:	City of Avondale
	11465 W. Civic Center Drive
	Avondale, Arizona 85323
	Attn: Charles A. Montoya, City Manager

With copy to: Michael Wawro, City Attorney
City of Avondale Attorney's Office
11465 W. Civic Center Drive
Avondale, AZ, 85013

If to Owner: AG/RW - Entorno, LLC
c/o Ridgewood Real Estate Partners
25A Hanover Road, Suite 310
Florham Park, NJ 07932
Attn: Jonathan Grebow

With a copy to: Rose Law Group, PC
7144 E. Stetson Dr., Suite 300
Scottsdale, Arizona 85251
Attn: Jordan Rose

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

5.2. Section 5.6 of the Agreement listed is hereby deleted and replaced with the following:

"5.6 Assignment. The Parties agree the Agreement, this Amendment and subsequent amendments run with the land and are an obligation of the Owner and, or subsequent owner(s) as ownership changes in the Property occur over time. Owner may transfer or assign ("Transfer") part or all of its rights and obligations in part or all of the Property to any person or entity ("Transferee") at any time during the duration of this Agreement without the consent of the City. Any assignment to a Transferee with respect to the Property or the part of the Property that is transferred ("Transferred Property") is subject to the following conditions:

A. Notice. Except for Transfers to Transferees who are retail homebuyers, Owner has provided the City written notice of the Transfer substantially in the form of Exhibit E hereto.

B. Fees and Charges Paid. All outstanding fees and charges have been paid to the City, including payment costs and expenses in connection with any suit, claim, legal challenge or referendum filed challenging this Agreement or any City Council action approving this Agreement.

C. Partial Transfer. In the event of a partial Transfer, Owner and the Transferee have submitted to the City and the City has approved, in its reasonable discretion, a written plan providing for the allocation of obligations and responsibilities under this Agreement between Owner and the Transferee such that the City's rights and interests under this Agreement are not adversely affected.

Any amendment to this Agreement in connection with Transferred Property shall affect only the Transferred Property and shall not be an amendment of this Agreement as to the part of the Property that is not transferred. Any Default of this Agreement in connection with Transferred Property shall affect only the Transferred Property and shall not be a Default under this Agreement as to the part of the Property that is not the subject of a Transfer."

6. Additional Terms. The Parties agree and acknowledge, this Amendment is not construed as a novation of the Agreement. Terms not expressly stated as amended herein remain intact within the Agreement. By execution of this Amendment, the Parties agree and acknowledge there is no default under the Agreement and all provisions hereby not amended remain in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGES]

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 201_, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

“Owner”

AG/RW-Entorno, LLC,
a Delaware limited liability company

By: AG Real Estate Manager Inc.,
a Delaware corporation, its manager

Name: _____

Title: Louis Friedel
Vice President

(ACKNOWLEDGMENT)

STATE OF California)
COUNTY OF Los Angeles) ss.

On August 8, 2019, before me personally appeared Louis Friedel, the VP of AG Real Estate Manager Inc., a Delaware corporation as manager of AG/RW-Entorno, LLC, a Delaware limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the company.

see attached

Notary Public

(Affix notary seal here)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On August 8, 2019 before me, O. Alade, Notary Public
(insert name and title of the officer)

personally appeared Louis Friedel,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Redacted Signature]

(Seal)

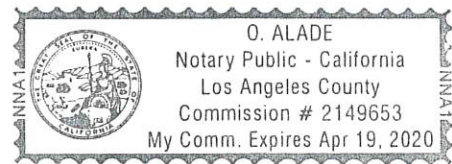


EXHIBIT C
TO
DEVELOPMENT AGREEMENT

Limitations on City Issuance of Certificates of Occupancy and Building Permits

(Phase boundaries are defined in Exhibit D)

Residential Phase 1 (as shown in the Exhibit D – Phase Plan) - City will issue up to 75 Certificates of Occupancy and 150 building permits in the Residential Phase 1 area, notwithstanding the status of the 99th Avenue Improvements, the Indian School Road Improvements or the Intersection Improvements. Owner will work with commercial diligence towards the completion of the 99th Avenue Improvements and complete the same within a 6-month period beginning on the date of the first issued Certificate of Occupancy within the Residential Phase 1 Area, excluding any Certificates of Occupancy for any model homes. The City will release all remaining Certificates of Occupancy in Residential Phase 1 after the 99th Avenue Improvements are completed, but before the Indian School Improvements and Intersection Improvements are completed.

Residential Phase 2 (as shown in the Exhibit D – Phase Plan) – Building permits will be withheld by City until Owner has completed the 99th Avenue Improvements, Indian School Improvements and Intersection Improvements.

Mixed Use / Office (as shown in the Exhibit D – Phase Plan) - Building permits will be withheld by City until Owner has completed the 99th Avenue Improvements, Indian School Improvements and Intersection Improvements.

EXHIBIT D
TO
DEVELOPMENT AGREEMENT

PHASE PLAN

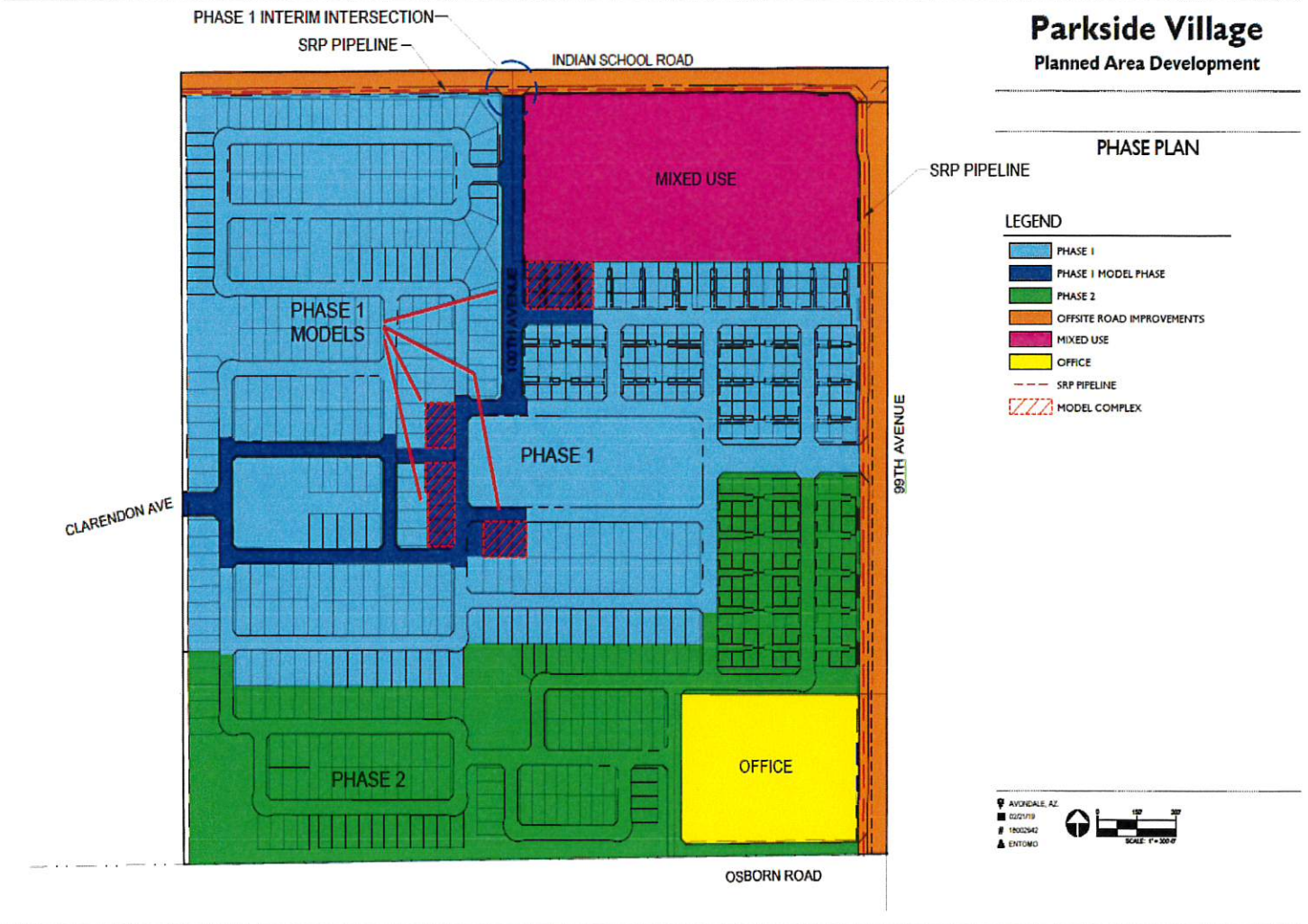


EXHIBIT E
TO
DEVELOPMENT AGREEMENT

FORM OF NOTICE OF TRANSFER

_____, 2019

Stephen Kemp
Assistant City Attorney
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323

RE: Notice of Transfer; Parkside Village

Dear Mr. Kemp:

Please be advised that as of _____, 2019, _____ ("Owner") has transferred the real property described below as Exhibit A (the "Transfer Property") to _____ ("Purchaser"). Owner hereby provides this notice in accordance with Section 5.6(a) of that certain Development Agreement dated June 16, 2014, which was recorded in the Official Records of the Maricopa County Recorder number 2014-0480700, dated July, 23rd, 2014; thereafter amended by that certain First Amendment to Development Agreement dated _____, 2019, which was recorded in the Official Records of the Maricopa County Recorder number _____, dated _____, 2019 (collectively, the "Agreement").

The legal description of the Transfer Property is provided as Exhibit A hereto. The name, address and facsimile number of Purchaser is:

Owner and Purchaser have entered into a purchase and sale agreement for the Transfer Property, which purchase and sale agreement assigns all obligations of the Agreement to Purchaser with respect to the Transfer Property and irrevocably releases Owner from the same. The purchase and sale agreement also designates the Purchaser, who's contact information is above, as the recipient of any payments by City under the Agreement.

Sincerely,

Exhibit A
to Notice of Transfer

LEGAL DESCRIPTION OF TRANSFER PROPERTY

CITY COUNCIL REPORT

SUBJECT: Public Hearing - Ordinance 1699-819 - Major Planned Area Development (PAD) Amendment - Application PL-18-0296 - Parkside Village

MEETING DATE: 8/26/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development & Engineering Services Department Director

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will hold a public hearing and adopt Ordinance 1699-819, approving application PL-18-0296 Parkside Village, a request by Ms. Jordan Rose, Rose Law Group, for approval of a Major Amendment to the Parkside Village Planned Area Development (PAD), subject to seven (7) conditions of approval as listed in the Staff report. The current Parkside Village PAD zoning allows for a mix of uses, including single-family detached homes, attached townhomes, apartments, retail/commercial, and office on approximately 163 gross acres of property located at the southwest corner of Indian School Road and 99th Avenue. The amendment, if approved, will reconfigure open space within the proposed development, modify single-family residential lot sizes and product types, modify development and design standards, and revise project phasing. The Council will take appropriate action.

BACKGROUND:

The 163-acre subject property (Exhibits A and B) is located at the southwest corner of Indian School Road and 99th Avenue. The site, which is undeveloped and is presently being farmed, was annexed in two segments, on May 26, 1981 and October 21, 1989, and was rezoned from Agricultural (AG) to Planned Area Development (PAD) for a development called Entorno on October 1, 2007. The planned Entorno development included single-family and multi-family residential and commercial uses, but did not develop. On June 16, 2014, Council approved a rezoning from Entorno PAD to Parkside Village PAD.

The approved Parkside Village PAD Master Development Plan (Exhibit E) allows for development of a master planned community consisting of 247 traditional single-family residential detached homes on lots ranging from 4,950 square feet to 8,400 square feet, 101 alley-loaded detached single-family homes, and 64 attached townhomes. Additionally, a 15.1-acre, 272-unit garden-style apartment complex and 100 urban lofts (second-story apartments located over ground-floor retail or office space) are permitted. Overall, the current PAD allows for development of 412 single-family homes and 372 multi-family residences for a total of 784 dwelling units on the property. The PAD provides for 18 percent open space with amenities including a splash pad, community swimming pool, basketball courts, multi-use paths, ramadas, swings, and an adventure play area.

In addition to the residential uses noted above, the approved PAD designates a 33.0-acre commercial mixed-use parcel at the southwest corner of Indian School Road and 99th Avenue and a 10.3-acre office parcel at the northwest corner of 99th Avenue and the Osborn Road alignment.

The subject property features three General Plan land use designations, as follows (Exhibit C):

- The Medium/High Density Residential (MHDR) designation is applied to the majority of the western half of the site, extending further eastward near the southeast corner of the property, covering approximately 85 acres in total. The MHDR designation allows for development of single-family detached, single-family attached, townhomes, condominiums, patio homes and casitas in a density range of 4.0 to 12.0 dwelling units per acre (4.0 du/acre target density).
- The Mixed Use designation is applied to the majority of the eastern half of the site, extending further westward immediately adjacent to Indian School Road, covering approximately 65 acres in total. The Mixed Use category allows for a mixture of residential and commercial uses reflective of a village concept where residents can live, work, and recreate within the same development or nearby.
- The Office/Professional designation is applied to approximately 10-acres at the southeast corner of the site. The Office/Professional category allows for professional offices, medical offices, and office support services.

The property is also located within the boundary of the Freeway Corridor Specific Plan (FCSP) which guides physical design and character of the site's development.

Surrounding uses and zoning include:

- **North of Indian School Road:** Multiple parcels located in City of Phoenix's jurisdiction that have developed with a mix of uses including a gas station with convenience store, a drive-through restaurant, medical offices, a single-family detached residential neighborhood, and a single-family attached condominium complex. In addition to the developed parcels, there is an 11.1-acre undeveloped parcel in the City of Phoenix zoned C-2 (Intermediate Commercial).
- **East of 99th Avenue:** An undeveloped 133.8-acre property located in City of Phoenix's jurisdiction. The property is zoned Planned Unit Development (PUD) which allows for high-intensity office development on the site. The property is currently being farmed and a time frame for development is unknown.
- **South:** A 148.5-acre property located in the City of Avondale and zoned C-2 (Community Commercial). The C-2 district allows for a range of commercial uses, including office, retail, restaurant, and personal services. The property is currently being farmed and a time frame for development is unknown.
- **West:** Westwind, a 132-acre single-family residential community located within the City of Avondale, zoned Planned Area Development (PAD). The community is fully developed with 534 detached single-family residences built between 1997 and 2000 at a density of 4.0 units per acre.
- **Southwest:** Glenarm Farms, a 150-acre large lot single-family residential subdivision located in the City of Avondale and zoned RR-18 (Rural Residential, Minimum 18,000 S.F. lot area). The community is fully developed with 150 detached single-family residences, some featuring accessory structures for the keeping of horses and livestock, at a density of 1.0 unit per acre.

SUMMARY OF REQUEST:

The applicant is requesting approval of a major amendment to the Parkside Village PAD (Exhibit F). The primary purpose of the proposed amendment is to redesign and reconfigure the residential portions of the

project to accommodate housing products offered by William Lyon Homes, a homebuilder in process to purchase and develop the residential components of the project. Though Parkside Village's overall concept and layout as a walkable urban village remains largely the same, several changes are required to adapt the project for the homebuilder. The most significant changes to the PAD include the following:

Single-Family Residential

- **Existing PAD:** The current Parkside Village PAD provides four lot sizes for traditional single-family detached residences ranging from 4,950 square feet (45'x110') to 8,400 square feet (70'x120'). In addition, the current PAD provides for 101 alley-loaded single-family residences and 64 attached single-family townhouses. In total, the current PAD allows for the development of 412 single-family residences on approximately 104.6 acres of the site for a single-family density of 3.9 dwelling units per acre.
- **Proposed Amendment:** The proposal expands the site area that will be developed with single-family residences from 104.6 acres to 131.7 acres and provides for three lot sizes of traditional detached single-family residences. The proposed plan provides for 415 of these traditional single-family lots with areas ranging from 4,500 square feet (45'x100') to 6,600 square feet (55'x120'). In addition, the proposal allows 247 rear-loaded "villas", a compact single-family detached home where garages will be accessed from common driveways and fronts of homes will face onto common open space corridors. The attached townhouse component of the existing PAD is eliminated in the proposed amendment. In total, the proposed PAD allows for the development of 662 single-family residences on approximately 131.7 acres of the site for a single-family density of 5.0 dwelling units per acre, in conformance with the General Plan's Medium/High Density Land Use.

Multi-Family Residential

- **Existing PAD:** The current PAD designates a 15.1-acre parcel adjacent to 99th Avenue for development of 272 garden-style apartments. Additionally, the PAD allows for up to 100 urban lofts, essentially multi-family residential apartments located on the second floor above ground-floor commercial space at the southwest corner of Indian School Road and 99th Avenue. In total, the existing PAD allows for 373 multi-family residential units.
- **Proposed Amendment:** The proposal eliminates the standalone garden-style apartment component from the development, instead using the 15.1 acres currently reserved for that use to accommodate additional single-family residences. The amendment does maintain the ability to provide multi-family in the form of the urban lofts if located on the second floor above a ground floor commercial use and increases the allowance for those types of units from 100 to 300. In total, the maximum number of multi-family units is reduced in the proposed amendment, from 373 to 300.

Mixed Use (Commercial) and Office Acreages

- **Existing PAD:** The current PAD reserves a 33.0-acre parcel at the southwest corner of 99th Avenue and Indian School for "Mixed Use" commercial/urban loft development. Additionally, a 10.3-acre parcel at the northwest corner of 99th Avenue and the Osborn Road alignment is planned for Office development.
- **Proposed Amendment:** The proposal reduces the "Mixed Use" commercial/urban loft area from 33.0 acres to 21.3 acres. The land subtracted from the "Mixed Use" area is used in the revised plan for additional single-family residences. The portion of the site to be developed as Office remains consistent between the current PAD and proposed amendment.

Commercial Uses

- **Existing PAD:** The current PAD contains a customized use list specifying what commercial uses are permitted in the Mixed Use portion of the PAD. Uses in the Mixed Use portion of the PAD are generally consistent with the City's C-2 (Community Commercial) zoning district but more restrictive. For example, the following uses are allowed in C-2 but prohibited in the existing PAD: Automobile, boat, RV, and motorcycle sales and leasing; Body piercing studio (with Conditional Use Permit), Cigar bar, tobacco lounge or smoke shop (with CUP); Funeral home; Laundromat; Mini-storage warehouse and personal storage (with CUP); Non-chartered financial services (with CUP); Pawn shop (with CUP); Plasma centers (with CUP); Surplus store; Tanning salon; Tattoo parlor (with CUP); Thrift store; and Truck, trailer and equipment rental (with CUP).
- **Proposed Amendment:** The proposal eliminates customized use lists from the PAD and instead specifies that uses within the Mixed Use portion of the site will be in accordance with the City's C-2 district. The uses currently prohibited, listed above, will be allowed, some subject to approval of a Conditional Use Permit.

Open Space

- **Existing PAD:** The current PAD provides for a total of 21.75 acres of open space, 18.82 acres of in the form of private parks or other active, usable areas (e.g. trail corridors). From a percentage standpoint, this amounts to 20.8 percent total open space and 18.0 percent usable open space. The size of the community's central park is 4.98 acres.
In regard to amenities, the current PAD envisioned the following amenities would be provided in the community's central park and four smaller neighborhood parks: splash pad, community pool, cabanas, volleyball court, basketball courts, ramadas, play structures, swing sets, gardens, multi-use trails, and turf areas for open play.
- **Proposed Amendment:** The proposal increases the project's open space, providing for a total of 26.55 acres of open space, 24.28 acres in the form of private parks or other active, usable areas. Because the single-family residential area has increased by 27.1 acres, open space percentages remain relatively constant with the current PAD, with 20.0 percent of the site being total open space and 18.4 percent being usable open space. The size of the community's central park has been increased by approximately 1.34 acres to 6.32 acres.

The proposed amendment would provide for the following amenities within the community's central park and four smaller neighborhood parks: community pool, restroom/changing room facility, outdoor movie theater, basketball court, sand volleyball court, ramadas, fitness circuit training, turf areas for open play, lawn game areas (e.g. bocce ball, cornhole, etc.), a yoga lawn, interconnected multi-use trails, swing sets, play structures, and slides.

Unless discussed above, the proposed PAD amendment remains largely consistent with the current PAD. For example, the proposal's sections on development standards (e.g. setbacks, building heights, etc.), design standards, and architectural styles are similar to the equivalent sections within the current PAD. Likewise, the off-site improvements required to be constructed, including street improvements to 99th Avenue and Indian School Road and the undergrounding (tiling) of SRP irrigation canals adjacent to both streets, are essentially unchanged. While the phasing of those off-site improvements may be modified by the City Council through an amendment to the Development Agreement, the nature of the improvements will not change.

A Development Agreement between the City and the property owner, AG/RW - Entorno, LLC, was approved by City Council on June 16, 2014. The approved Agreement establishes the development phasing of Parkside Village, requiring the developer to complete Indian School Road improvements in the first phase of the

project. Construction of 99th Avenue improvements were deferred to a later phase. The Agreement also contributed a portion of the City's Salt River Project (SRP) aesthetic funds towards the tiling of the 99th Avenue canal. However, because the developer did not obtain SRP approval prior to January 1, 2015, as required by the Agreement, that provision is no longer valid, and the City has since utilized those funds for unrelated projects.

An Amendment to the approved Development Agreement is currently being processed and will be reviewed by City Council at this same meeting. If approved, the Amendment would allow for alternative phasing of off-site improvements, allowing for limited permitting and Certificate of Occupancy issuance before either 99th Avenue or Indian School Road off-site improvements are completed.

PUBLIC PARTICIPATION:

The project applicant conducted the required neighborhood meeting to discuss the proposed PAD Amendment at 6:00 P.M. on Tuesday, June 4, 2019 (Exhibit G). The meeting was held in the Library/Media Center of Rio Vista Elementary School, about one mile south of the Parkside Village property. The meeting was advertised in the May 18, 2019 edition of the Arizona Republic. Two notification signs, which include information on the request along with details of the neighborhood meeting date, time, and location, were erected on the Parkside Village site on May 18, 2019. Additionally, all property owners within 1,000 feet of the subject property were notified of the neighborhood meeting via postcards sent on May 16, 2019. Only one resident, a homeowner in the Westwind community, attended the neighborhood meeting and had general questions as to development timing and project monumentation. The resident did not indicate support or opposition to the project.

No comments related to the proposal have been posted on the City's aVOICE digital forum. Fifteen persons have viewed the information about the request on that site.

All required notifications for this hearing have been completed. All property owners within 1,000 feet of the subject site were notified of the time, date, and location of the City Council meeting via postcards sent on June 25, 2019. The meeting notification signs on the property were updated to include the time, date, and location of this City Council meeting on June 26, 2019. Lastly, the meeting was advertised in the Wednesday, July 3, 2019 edition of the Arizona Republic. No persons spoke on this item during the July 18, 2019 Planning Commission public hearing.

Certificates of Adequate School Facilities

The property is in the service areas of the Pendergast Elementary School District (PESD) and the Tolleson Union High School District (TUHSD).

Elementary age students living in the future Parkside Village community will attend Pendergast Elementary School located approximately one mile west, in Phoenix, on 91st Avenue south of Indian School Road. High school aged students will attend Westview High School located south of the southwest corner of Indian School Road and 107th Avenue, approximately 1 mile west of the Parkside Village site.

Both PESD and TUHSD have provided the City with signed certificates stating that each district has adequate school facilities to accommodate the estimated enrollment of new students to be generated by the proposed Parkside Village development (Exhibit H).

PLANNING COMMISSION ACTION:

Planning Commission conducted a public hearing on July 18, 2019 (Exhibit I) and voted 5-0 to recommend

approval of the proposed PAD Amendment subject to seven (7) Staff recommended conditions, as follows:

1. Development shall conform to the Parkside Village PAD Amendment Narrative date stamped, July 1, 2019, except as modified by these conditions.
2. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to issuance of any construction permits for any portion of the project.
3. City and County approval of Traffic Impact Analysis (TIA) to include an analysis of the recommended phasing of off-site improvements will be required prior to approval of a Preliminary Plat or Site Plan.
4. Indian School Road shall be built to Maricopa County standard, except that the developer shall install street lights to City of Avondale standards along the south side of Indian School Road from 99th Avenue to the project's western boundary.
5. The developer shall be responsible for a portion of the cost of traffic signals as identified by the Traffic Impact Analysis. The developer's proportionate share of the cost shall be based upon the total number of corners of the adjacent signalized intersections that are located within the Parkside Village development. For example, at the corner of 99th Avenue and Clarendon Avenue, the developer's proportionate share of the cost would be 50 percent. For signals on Indian School Road, all signal contributions will be made to Maricopa County.
6. The developer shall be responsible for fiber conduit installation within the City's public right-of-way in accordance with the City's Transportation Plan and development codes.
7. The developer shall install a City of Avondale Wayfinding Sign, design and location in accordance with the City's Wayfinding Master Plan, near the intersection of 99th Avenue and Indian School Road during the first phase of development.

The Commission had no questions of Staff or the applicant.

ANALYSIS:

All applicable regulatory requirements, including but not limited to, the Zoning Ordinance, Freeway Corridor Specific Plan, Subdivision Regulations, Design Manuals, General Engineering Requirements Manual, shall apply to development of Parkside Village unless specifically stated otherwise in the PAD Development Plan. Where modifications from typical standards have been proposed, Staff believes that alternative standards that further City objectives for high quality development are included.

Conformance with the General Plan 2030 and Freeway Corridor Specific Plan

The proposed PAD Amendment conforms to the General Plan Land Use Map, which designates a combination of the Medium/High Density Residential, Mixed Use, and Office/Professional land uses on the site. The proposed residential density, approximately 5.0 dwelling units per acre, is within the range allowed in the MHDR land use that covers over half of the site. Office development is proposed on the portion of the site designated as Office/Professional. Finally, a proportionate combination of rear-loaded single-family villas and commercial uses are proposed on the Mixed Use portion of the property.

In addition to conforming with the Land Use Map, the proposal furthers several General Plan and Freeway Corridor Specific Plan goals and objectives:

- **General Plan Land Use Goal #1:** "Establish an Avondale identity based on a healthy lifestyle that

promotes land uses which foster an economically sustainable and socially dynamic community.” Parkside Village will be a horizontally-integrated mixed-use community that allows residents to live, work, shop, and play in a well-connected, walkable area.

- **General Plan Land Use Goal #1, Policy C:** “Diversify Avondale’s housing stock by providing for varied residential types...” The proposed PAD provides for three different traditional single-family detached lot sizes as well as a rear-loaded “villa” product that is not currently offered in Avondale north of I-10. The variety of residential types provided should appeal to varying demographics.
- **General Plan Open Space Goal #2, Policy C:** “Link community parks to open spaces, other community facilities and each other as a means to providing further physical activity for one’s well-being.” Parkside’s neighborhood parks, including the large central park, connect to open space paseos, trails, and active open spaces that lead to other parks within the development, provide easy access from any residential lot, and also connect future commercial and office areas.
- **Freeway Corridor Specific Plan Goal #6:** “Further develop the Freeway Corridor’s sense of place through street treatments, entry gateways, and other aesthetic treatments within the public realm.” Monuments located at points of entry to the Parkside Village community as well as the development’s perimeter theme walls utilize high quality design and materials that will convey to residents and visitors that they are entering a premier development, establishing a strong gateway into the City.

Residential Uses

The majority of the property will be developed with single-family residences and associated open space and amenities. The uses proposed for these single-family areas are consistent with the City’s Zoning Ordinance and the same as all single-family residential development within the City.

Standalone multi-family residential uses, such as apartments, have been eliminated from the project as part of the proposed amendment. However, urban lofts, which are apartments that are located on upper floors of buildings featuring ground-floor commercial uses, remain as part of the PAD in the event that market conditions will warrant vertical mixed-use development.

Open Space

The proposed PAD Amendment will increase the acreage of open space provided on the property, both in terms of total open space and usable open space. Included amongst the 24.28 acres of usable open space will be a 6.32-acre central park (increased from 4.9 acres) featuring a large community pool with restroom and changing room facilities, an outdoor movie theater/amphitheater, basketball court, sand volleyball court, large turf area for open play, and multiple ramadas for community use. Four smaller parks ranging in size from 0.99 acres to 2.48 acres and featuring amenities such as ramadas, children’s play structures and equipment (e.g. slides, swings), fitness equipment, and expansive turf areas, are distributed around the site to ensure all residents have a park in proximity to their home. A significant trail system is also provided, offering residents excellent north/south and east/west connectivity throughout.

As the Mixed Use and Office areas are planned, additional open space in those areas will be provided in accordance with City requirements. Pedestrian connections from neighborhoods directly into the non-residential areas will be provided.

Single-Family Lot Sizes

The proposed amendment revises the single-family residential lot sizes and lot mix from the currently approved PAD. In general, the proposed new lot sizes are smaller than the lot sizes contained in the current PAD approved in 2014. As the Loop-101 corridor continues to develop, this area is envisioned as a more

urbanized setting conducive to a denser form of suburban development. The proposed lot mix will result in a development that is more compatible with the anticipated future conditions in the area.

Smaller lot sizes can pose challenges, particularly in regard to ensuring that streetscapes are not dominated by homes that are homogeneous in appearance and where the garage door becomes the focal point of the neighborhood. To alleviate these concerns, the amended PAD requires conformance with the City's Single-Family Residential Design Manual, updated in 2018. Adherence to the updated Manual will ensure that streetscapes are interesting and provide for ample variety.

Commercial Uses

The proposed amendment specifies that commercial uses in the 21.3-acre Mixed Use corner will conform to the City's C-2 (Community Commercial) zoning district. The C-2 district is intended to accommodate businesses that provide goods and services to a community-wide trade area, not just the adjacent neighborhood. While the current PAD is more restrictive, given the location of the site at the intersection of two major streets and its proximity to the Loop 101 freeway, Staff believes that uses in accordance with the C-2 district are appropriate on the property. More intense uses, such as gas stations, will require Conditional Use Permit approval to ensure any potential negative impacts are mitigated.

Uses occurring in the 9.9-acre Office area will conform to the City's C-O (Commercial Office) zoning district. This district allows for professional office, medical office, and related business support services (e.g. copy shops). The proposed uses are consistent with the City's desires for office development.

Off-Site Improvements

As is standard, the developer will be required to construct adjacent off-site improvements to 99th Avenue and Indian School Road and all on-site improvements within the community. The timing for when those improvements must be completed is governed by a Development Agreement (DA) for the property approved by City Council in 2014. The 2014 Development Agreement requires improvements to Indian School Road to be completed with the first phase of development and 99th Avenue improvements deferred to a later phase. Any modifications to the phasing of off-site improvements from what is specified in the current DA will require City Council approval of a Development Agreement Amendment; an application for an amendment has been submitted, to switch 99th Avenue to the first phase, defer Indian School Road, and allow issuance of a limited number of permits and Certificates of Occupancy. The requested DA Amendment is scheduled to be presented to City Council at this same meeting.

Conclusion:

Staff recommends approval of the requested PAD Amendment.

DISCUSSION:

- The proposed PAD Amendment with Staff recommended conditions of approval is in conformance with the General Plan Land Use Map.
- The proposed PAD Amendment meets the PAD requirements contained within Section 6 of the Zoning Ordinance.
- The proposed development and design standards are consistent with the desired character of development for this area.

STRATEGIC PLAN:

INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Encourage build-out in residential housing opportunities that support diverse housing options.

INITIATIVE: Encourage and support creative innovation in development and service delivery

- STRATEGIC GOAL: Encourage a flexible environment responsive to market trends.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

City Council should conduct a public hearing and **ADOPT** the Ordinance approving Application PL-18-0296 Parkside Village, a request for a Major Amendment to the Parkside Village Planned Area Development (PAD), subject to seven (7) conditions of approval as listed in the Staff report:

1. Development shall conform to the Parkside Village PAD Amendment Narrative date stamped, July 1, 2019, except as modified by these conditions.
2. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to issuance of any construction permits for any portion of the project.
3. City approval of Traffic Impact Analysis (TIA) to include an recommendation on site-specific needs such as deceleration lanes, traffic signals, and the like, will be required prior to approval of a Preliminary Plat or Site Plan.
4. Indian School Road shall be built to Maricopa County standard, except that the developer shall install street lights to City of Avondale standards along the south side of Indian School Road from 99th Avenue to the project's western boundary.
5. The developer shall be responsible for a portion of the cost of traffic signals as identified by the Traffic Impact Analysis. The developer's proportionate share of the cost shall be based upon the total number of corners of the adjacent signalized intersections that are located within the Parkside Village development. For example, at the corner of 99th Avenue and Clarendon Avenue, the developer's proportionate share of the cost would be 50 percent. For signals on Indian School Road, all signal contributions will be made to Maricopa County.
6. The developer shall be responsible for fiber conduit installation within the City's public right-of-way in accordance with the City's Transportation Plan and development codes.
7. The developer shall install a City of Avondale Wayfinding Sign, design and location in accordance with the City's Wayfinding Master Plan, near the intersection of 99th Avenue and Indian School Road during the first phase of development.

PROPOSED MOTION:

I move that City Council accept the findings and **ADOPT** the Ordinance approving Application PL-18-0296 Parkside Village, a request for a Major Amendment to the Parkside Village Planned Area Development (PAD), subject to seven (7) conditions of approval as listed in the Staff report.

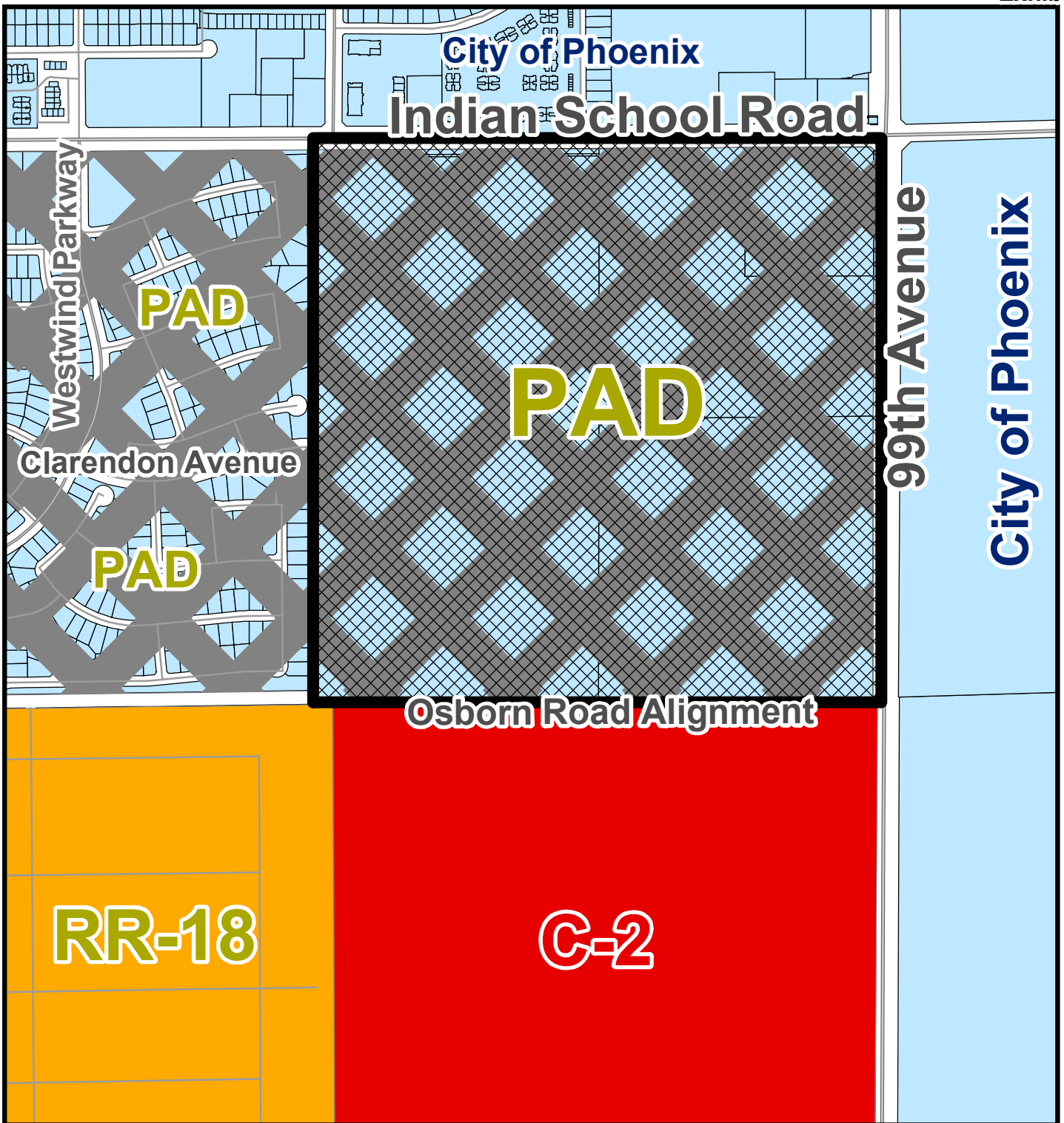


Aerial Photograph



 Subject Property



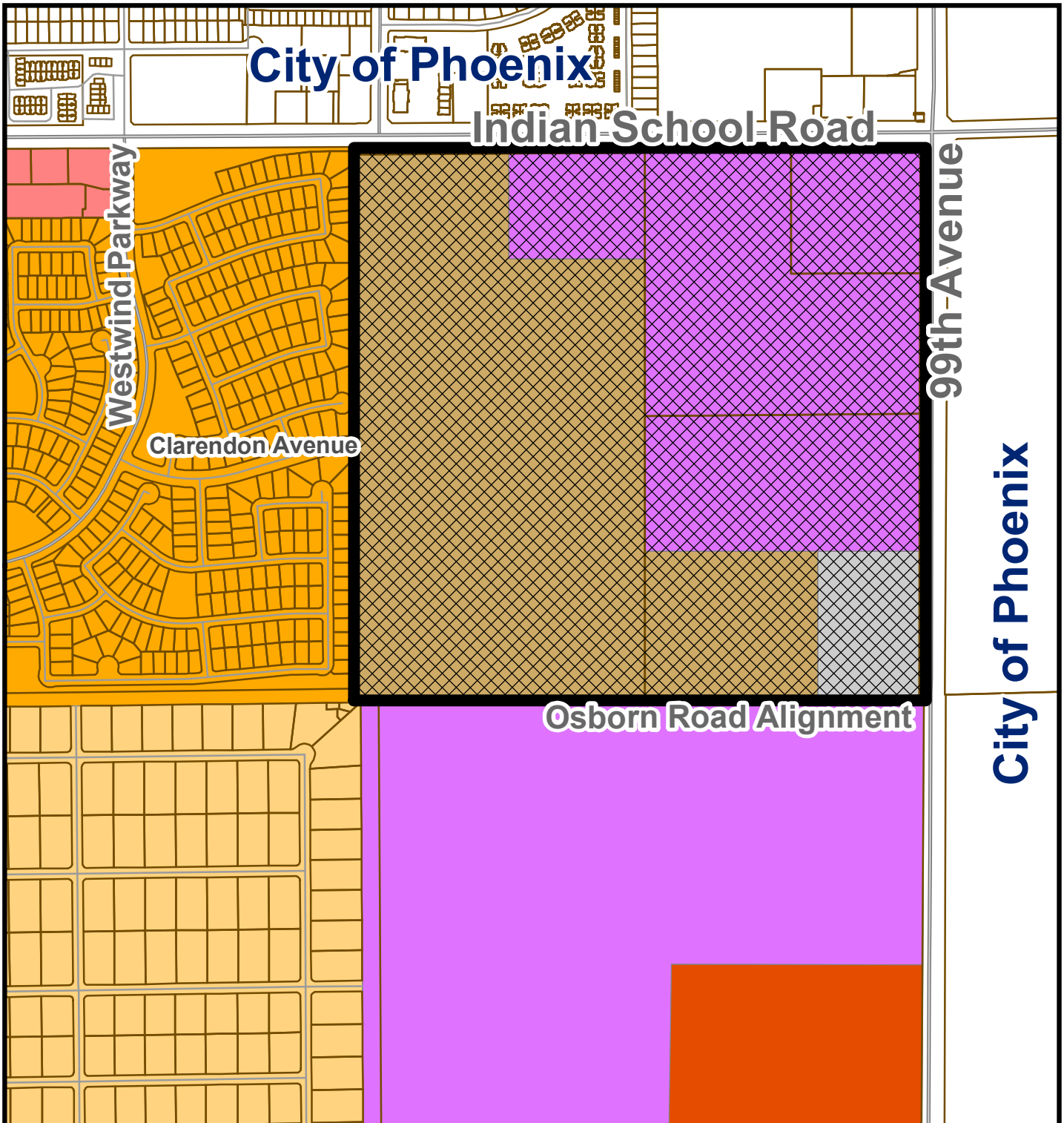


Zoning Vicinity Map



 Subject Property





General Plan Land Use Map

- | | |
|---|---|
|  Mixed Use |  Freeway Commercial |
|  Office/Professional |  Medium/High Density Residential |
|  Local Commercial |  Medium Density Residential |
|  Subject Property |  Estate/Low Density Residential |



*SUMMARY OF RELATED FACTS
APPLICATION PL-18-0296*

<i>THE PROPERTY</i>	
PARCEL SIZE	Approximately 163 gross acres
LOCATION	SWC of Indian School Road and 99 th Avenue
PHYSICAL CHARACTERISTICS	Flat rectangular property with irrigation canals running along 99 th Avenue, Indian School Road, and the western property line.
EXISTING LAND USE	Agricultural
EXISTING ZONING	Planned Area Development (PAD) for Parkside Village
ZONING HISTORY	The property was annexed in two segments on May 26, 1981 and October 21, 1989 and rezoned from Agricultural (AG) to Planned Area Development (PAD) for “Entorno” on October 1, 2007. The property was rezoned from Entorno PAD to Parkside Village PAD by action of City Council on June 16, 2014.
DEVELOPMENT AGREEMENT	A Development Agreement (“the Agreement”) between the City and the property owner, AG/RW – Entorno, LLC was approved by City Council on June 16, 2014. The approved Agreement established the phasing for development of Parkside Village, requiring the developer to complete Indian School Road improvements in the first phase of the project, deferring construction of 99th Avenue improvements to a later phase. The Agreement also contributed a portion of the City’s Salt River Project (SRP) aesthetic funds towards the tiling of the 99th Avenue canal. However, because the developer did not obtain SRP approval prior to January 1, 2015 as required by the Agreement, that provision is no longer valid. An Amendment to the approved Development Agreement is currently being processed and will be reviewed by City Council at the same meeting that this PAD Amendment is presented. If approved, the Amendment would allow for alternative phasing of off-site improvements, allowing for limited permitting and Certificate of Occupancy issuance before either 99th Avenue or Indian School Road off-site improvements are completed.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH OF INDIAN SCHOOL ROAD	Multiple parcels located in City of Phoenix’s jurisdiction that have developed with a mix of uses including a gas station with convenience store, a drive-through restaurant, medical offices, a single-family detached residential neighborhood, and a single-family attached condominium complex. In addition to the developed parcels, there is an 11.1-acre undeveloped parcel in the City of Phoenix zoned C-2 (Intermediate Commercial).
EAST OF 99 TH AVENUE	An undeveloped 133.8-acre property located in City of Phoenix’s jurisdiction. The property is zoned Planned Unit Development (PUD) which allows for high-intensity office development on the site. The property is currently being farmed and a time frame for development is unknown.
SOUTH	A 148.5-acre property located in the City of Avondale and zoned C-2 (Community Commercial). The C-2 district allows for a range of commercial uses, including office, retail, restaurant, and personal services. The property is currently being farmed and a time frame for development is unknown.

WEST	Westwind, a 132-acre single-family residential community located within the City of Avondale, zoned Planned Area Development (PAD). The community is fully developed with 534 detached single-family residences built between 1997 and 2000 at a density of 4.0 units per acre.
SOUTHWEST	Glenarm Farms, a 150-acre large lot single-family residential subdivision located in the City of Avondale and zoned RR-18 (Rural Residential, Minimum 18,000 S.F. lot area). The community is fully developed with 150 detached single-family residences, some featuring accessory structures for the keeping of horses and livestock, at a density of 1.0 unit per acre.

GENERAL PLAN

The subject property features three General Plan land use designations, as follows:

- The **Medium/High Density Residential (MHDR)** designation is applied to the majority of the western half of the site, extending further eastward near the southeast corner of the property, covering approximately 85 acres in total. The MHDR designation allows for development of single-family detached, single-family attached, townhomes, condominiums, patio homes and casitas in a density range of 4.0 to 12.0 dwelling units per acre (4.0 du/acre target density).
- The **Mixed Use** designation is applied to the majority of the eastern half of the site, extending further westward immediately adjacent to Indian School Road, covering approximately 65 acres in total. The Mixed Use category allows for a mixture of residential and commercial uses reflective of a village concept where residents can live, work, and recreate within the same development or nearby.
- The **Office/Professional** designation is applied to approximately 10-acres at the southeast corner of the site. The Office/Professional category allows for professional offices, medical offices, and office support services.

PUBLIC SCHOOLS

SCHOOL DISTRICT(S)	Pendergast Elementary School District and Tolleson Union High School District
ELEMENTARY SCHOOLS	Pendergast Elementary School
HIGH SCHOOL	Westview High School

99th Avenue

Classification	Arterial
Existing half-street ROW	55 feet
Standard half-street ROW	70 feet (City of Phoenix standard)
Existing half-street improvements	2 travel lanes and ½ center turn lane
Standard half-street improvements	3 travel lanes, deceleration lane (when warranted), ½ landscaped median, bike lane, sidewalk, curb, gutter, street lights, landscaping, and undergrounding of above-ground utilities and irrigation channels.

Indian School Road

Classification	Urban Collector (Maricopa County section)
Existing half-street ROW	55 feet
Standard half-street ROW	55 feet
Existing half-street improvements	2 travel lanes and ½ center turn lane
Standard half-street improvements	2 travel lanes, deceleration lane (when

	warranted), ½ center turn lane, bike lane, sidewalk, curb-and-gutter, street lights, landscaping, and undergrounding of above-ground utilities and irrigation channels.
--	---

Clarendon Avenue	
Classification	Minor Collector (modified)
Existing full-street ROW	None
Standard full-street ROW	80 to 95 feet (varies by location)
Existing full-street improvements	None
Standard full-street improvements	1 travel lane in each direction, parallel parking (one side only), landscaped median (striped median immediately adjacent to Westwind), bike lanes, sidewalk, curb, gutter, street lights, and landscaping.

100th Avenue	
Classification	Minor Collector (modified)
Existing full-street ROW	None
Standard full-street ROW	80 feet
Existing full-street improvements	None
Standard full-street improvements	1 travel lane in each direction, landscaped median (striped median immediately adjacent to Westwind), bike lanes, sidewalk, curb, gutter, street lights, and landscaping.

Osborn Road	
Classification	Minor Collector (modified)
Existing half-street ROW	None
Standard half-street ROW	40 feet
Existing half-street improvements	None
Standard half-street improvements	1 travel lane in each direction, ½ center turn lane, sidewalk, curb, gutter, street lights, and landscaping.

UTILITIES	
There is an existing 12" water line in Clarendon Avenue (Westwind) that will be extended east into the development. Additional water will be provided by extending the existing 16" water line in Indian School Road west from 107th Avenue to 99th Avenue. Furthermore, the developer will construct a new 16" water line in 99th Avenue from Indian School Road to Osborn Road. There is an existing 10" sewer line in Clarendon Avenue that will be extended east into the development. Additionally, the developer proposes to construct a new 8" sewer line in the Westwind landscape tract south of Orange Blossom Lane, pending approval by the Westwind HOA. A private sewer lift station may be needed to serve the future Mixed Use portion of the site.	

Exhibit E

Approved Master Development Plan

Parkside Village PAD

PARKSIDE VILLAGE

Planned Area Development

MASTER DEVELOPMENT PLAN

Legend

- Mixed Use
- Multi-Family Residential - 272 Units
- Office
- SFR - Townhouse (25' x 110') - 64 Units
- SFR - Rear Loaded - 101 Units
- SFR - 45' x 110' - 87 Units
- SFR - 50' x 115' - 47 Units
- SFR - 60' x 120' - 62 Units
- SFR - 70' x 120' - 51 Units
- Park - 13.53 Total Ac.
- Open Space / Landscape Area

Use	Area	Area Net Percentage ⁽¹⁾	Density ⁽²⁾	Units
Mixed Use	33.0 Ac.	29.0 Ac.	20.3%	272
Office (3)	10.3 Ac.	9.5 Ac.	6.3%	272
Multi-Family Residential (MFR)	15.1 Ac.	14.0 Ac.	9.3%	272
Townhouse (25' x 110')	10.4 Ac.	7.2 Ac.	4.1%	64
SFR - Rear Loaded (45' x 115')	15.1 Ac.	14.0 Ac.	9.3%	101
SFR - 45' x 110'	15.1 Ac.	14.0 Ac.	9.3%	87
SFR - 50' x 115'	15.1 Ac.	14.0 Ac.	9.3%	47
SFR - 60' x 120'	15.1 Ac.	14.0 Ac.	9.3%	62
SFR - 70' x 120'	15.1 Ac.	14.0 Ac.	9.3%	51
Open Space / Landscape Area ⁽⁴⁾	13.53 Ac.	12.0%		
Park	13.53 Ac.	12.0%		
Additional Landscape Area	2.0 Ac.	2.0%		
Total Open Space / Landscape Area ⁽⁵⁾	15.53 Ac.	14.0%		
Total	103.0 Ac.	100.0%		644

(1) Based on Gross Area.
(2) Based on Net.
(3) Based on 30' wide.

NOTE: ALL LOT SIZES ARE AVERAGE SIZES



ARTISTIC CITY ENTRY
MONUMENT TO BE
DEVELOPED WITH AN
ARTIST DURING THE
SITE PLAN REVIEW
AND DEVELOPMENT
PHASE



Exhibit F

Proposed Amended Planned Area Development

Parkside Village

PARKSIDE VILLAGE

Planned Area Development



SWC 99th Avenue and Indian School Road :: Avondale, Arizona :: Amended June, 2019



Parkside Village

A Planned Area Development

May 2019

Southwest Corner of 99th Avenue and Indian School Road
Avondale, Arizona

Originally Submitted November, 2013

Revised January, 2014

Revised March, 2014

Revised April, 2014

Revised March, 2019

Revised April, 2019

Revised May, 2019

Revised June, 2019

Parkside Village

Project Data Sheet

Project Location:	SWC 99th Avenue and Indian School Road
Request:	Amendment to 2014 Parkside Village PAD
Existing General Plan Land Use:	Mixed Use, Office, Medium/High Density Residential
Proposed General Plan Land Use:	Mixed Use, Office, Medium/High Density Residential
Existing Zoning:	Planned Area Development
Proposed Zoning:	Planned Area Development
Existing Use:	Agriculture
Total Gross Area:	163 acres
Total Residential Area:	131.70 acres
Total Mixed-Use Area:	21.33 acres
Total Office Area:	9.99 acres
Maximum SFR Density:	12 DU/AC
Minimum SFR Density:	4 DU/AC
Proposed SFR Density:	5.24 DU/AC
SFR Open Space:	20.0%
Park Acreage:	13.98 acres
SFR Dwelling Units:	662 units
Urban Loft Units:	300 units
Roadway Improvements:	Indian School Road Osborn Road Clarendon Road 99th Avenue
Water / Wastewater Provider:	City of Avondale

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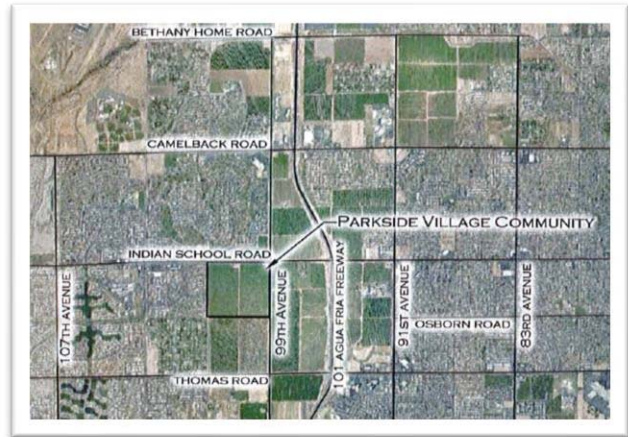
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1. PROPERTY DESCRIPTION

1.1. Location of the Property

Parkside Village is located at the southwest corner of 99th Avenue and Indian School Road (the “Property” or “Parkside”) as shown on **Exhibit A, Vicinity Map**.

Parkside is planned for a mix of residential, mixed use/commercial and office uses that will benefit the City of Avondale by providing homes, retail, and employment at the far northeast boundary of Avondale City limits. Parkside is designed to accommodate residents with a walkable neighborhood offering access to Mixed Use, Office and an interior park system not found elsewhere in Avondale. Parkside residents are able to live, work, shop and enjoy outdoor recreation. There are two primary and two secondary access points



in and out of Parkside. The primary access points are designed along 99th Avenue and Indian School Road. The secondary access points are located along Clarendon, connecting from the Westwind community to the west, and Osborn Road. The proposed mix of uses, as a part of Parkside, provides for employment, retail, and homes in close proximity to major freeways (101 Agua Fria Freeway and Interstate 10) as well as, the Glendale Sports and Entertainment District, and Downtown Avondale. Parkside will also include a new bus stop at the intersection of 99th Avenue and Indian School Road, which combined with the community design, will encourage multi-modal connectivity to the rest of Avondale and the Phoenix Metro Area.

1.2. Boundaries and Size of Property

The property consists of approximately 163 gross acres and borders 99th Avenue to the east, Indian School Road to the north, Osborn Road alignment to the south, and the 103rd Avenue alignment to the west. (**Exhibit B, Aerial Map**).

1.3. Existing and Proposed Zoning

The current General Plan for this site has three components: Medium/High Density Residential, Mixed Use, and Office/Professional (**Exhibit C, General Plan Map**). The current zoning is Planned Area Development “PAD”, and the proposed zoning will remain PAD (**Exhibit D, Existing Zoning Map**).

1.4. Land Use and Zoning on Adjacent and Nearby Properties

A mix of agricultural, residential and commercial properties surround Parkside. With close proximity to the Loop 101 Agua Fria Freeway, Parkside will provide residents and users of the office and mixed use facilities access to a major traffic corridor. This location, with its proximity to freeway access, will attract residents who commute to area employment, retail, and other destinations. The current adjacent property uses will not be adversely impacted by the development of Parkside, but rather enjoy the benefits of extended utilities, improved roadways, and have access to new retail and employment opportunities from future office and mixed use planned areas.

The property located to the west is an existing single-family residential development within the City of Avondale. To the north is a mix of uses within the City of Phoenix that include a medical plaza, commercial uses (both existing and proposed), residential condominiums, and the entrance to a single-family residential development known as “The Vineyards”. To the east (City of Phoenix) and south (City of Avondale) is the future site of the approximate 1,000-acre Master Planned Business and Commerce Park known as the Algodon Center.

NORTH (PHOENIX)	
Current Use	Retail, Agriculture, Multi-family, Office
Land Use Designation	Commercial, High-Density Residential (15+ DU/AC), Medium Density Residential (2 to 3.5 DU/AC).
Current Zoning	C-1, C-2, C-3, R-2, R-4A

EAST (PHOENIX)	
Current Use	Agriculture
Land Use Designation	Commercial, Commerce/Business Park
Current Zoning	C-2 PCD, GCP PCD,

SOUTH	
Current Use	Agriculture
Land Use Designation	Mixed Use
Current Zoning	C-2

WEST	
Current Use	Residential
Land Use Designation	Medium Density Residential
Current Zoning	Planned Area Development

1.5. Topography

The Property is relatively flat and is currently, and has been historically, used for agricultural purposes. The Property is surrounded on two sides by SRP Irrigation facilities that require underground relocation in order to develop the property (Indian School Road, 99th Avenue). The SRP irrigation canal along the western border will remain intact, with the exception that a crossing of Clarendon Road will occur creating the western connection into the Westwind community. There are no natural water courses that traverse the site. The site has been designed to accommodate gravity wastewater flows into City of Avondale infrastructure.

2. PROJECT DESCRIPTION

2.1. Description of Project, Theme, and Character

This request is for a PAD amendment to the Parkside Village PAD last approved April, 2014. The necessity for a PAD amendment was due in part to a new residential vision that incorporates four lot sizes and their associated configuration. These new lot sizes offer Avondale residents the opportunity to live in lifestyle-designed floorplans with modern housing attributes. From higher density detached homes designed in a villa courtyard setting, to traditional single-family detached lots with front and back yards allowing for outdoor use and enjoyment.

The Parkside community is planned for a mix of Single-Family Residential, Mixed-Use, and Office uses (**Exhibit G, Land Use Plan**). The Single-Family Residential component consists of 131.70 acres of the entire property, Mixed-Use consists of 21.33 acres, and the 9.99 acre balance of the property is designated for Office use (**Exhibit E, Master Development Plan**).

The Parkside community design provides for a diverse open space and park system (**Exhibit H.1 Conceptual Open Space Plan**). The main park includes a community centralized amenity center referred to as Central Park (**Exhibit H.2 Central Park**). Central Park is a major component of the Parkside identity. The design for this park allows for a large community pool, restrooms, basketball and volleyball courts, large playground, outdoor movie theater, ramadas and shade structures. Four additional parks within the community provide residents with a theme of outdoor activities designed to promote outdoor living and recreation. (**Exhibit H.3, H.4, H.5, H.6, Park A through D**). Some of the amenities within these parks will include, outdoor playgrounds with exploratory features, an outdoor exercise circuit, community gathering locations, dog training, intercommunity trail system, and vast open space to enjoy various outdoor activities. The community parks are connected by open space corridors and the intercommunity trail system that include, lighting, seating, exercise and landscaping features.

2.2. Justification for Density or Land Use Increase

The residential density within Parkside Village is currently estimated at 5.19 DU/AC and is well below the maximum 12 DU/AC allowed by the General Plan designation of Medium/High Density Residential and density contemplated in the Mixed-Use designation. The current approved Parkside Village PAD has a 5.80 DU/AC design, where now the current request lowers the single-family residential density to 5.19 DU/AC.

2.3. Total Number of Dwelling Units and Density

The total number of proposed dwelling units within the residential portion of Parkside Village is planned for 662 units with dwelling unit per acre density calculated at 5.19 DU/AC.

2.4. Environmental Impacts

The proposed PAD amendment will remain primarily a residential community and will not generate excess air pollution, noise, or other impacts greater than the current approved PAD uses. The general public and the City of Avondale will benefit from the development of Parkside through improved regional infrastructure including roadways, significant SRP underground irrigation relocation, as well as extending the city water system from 107th Ave along Indian School Road to 99th Ave, then south along 99th Ave to the Osborn Road alignment. The extension of the water system improves the regional system pressure, allows connectivity with the City of Phoenix and opens the 99th Ave corridor to future development to benefit the City of Avondale.

2.5. Data Tables

Listed below are several data tables that display the details of the site plan design. Parkside allows for a diverse mix of uses while attaining a highly desired residential destination within Avondale. The design utilizes the General Plan designations and provides area residents, office, retail, commercial and residential opportunities within appropriate concentrations.

Parkside (Community Distribution)

USE	GROSS AREA (AC)	NET AREA (AC)	% GROSS ACREAGE	DENSITY (NET AC.)	DENSITY UNITS
Mixed Use	21.33	18.41	13.1%	-	-
Office	9.99	9.08	6.1%	-	-
SFD Residential	131.70	127.64	80.8%	5.19 DU/AC	662 DU
TOTAL	163.02	155.13	100.0%	5.19 DU/AC	662 DU

Parkside (Residential Distribution)

PRODUCT	UNITS	% OF TOTAL
Villa's	247	37.3%
45'x100'	148	22.4%
50'x110'	145	21.9%
55'x120'	122	18.4%
TOTAL	662	100.0%

Parkside (Open Space Distribution)

OPEN SPACE	NET ACRES (AC)	% OPEN SPACE	% RESIDENTIAL
Parks	13.98	52.9%	10.6%
Active Open Space	10.30	39.0%	7.8%
Additional Landscape Area	2.13	8.1%	1.6%
TOTAL	26.41	100.0%	20.0%

3. PROPOSED LAND USE DEVELOPMENT MAP

3.1. Proposed Land Use Map

The existing City of Avondale approved land uses will continue with this PAD Amendment and remain a combination of Medium/High Density Residential, Mixed-Use, and Office/Professional (see Exhibit C, General Plan Map).

3.2. Traffic Analysis Supporting Access Points and Circulation Patterns

The access points and internal circulation patterns were established with the approval of the Parkside Village PAD in 2014. At that time, a traffic study was provided to justify the proposed layout. With the current PAD Amendment, the access points remain constant however, a new traffic study is warranted due to a significant reduction in residential density and a different internal street circulation, thus reducing area and community traffic counts. A new traffic study will be completed and submitted to the city with other masterplan drainage, wastewater, and water reports at time of the preliminary plat submittal.

3.3. Phasing Plan

Parkside will require extensive and sequential regional infrastructure development that requires the coordination of multiple governmental agencies and semi-governmental agencies. The City of Avondale and the Owner/Developer will need to work together to accommodate the development of this site; otherwise, without phasing the development of certain offsite regional improvements, the development of this site is economically prohibitive. The phasing plan allows Parkside to be developed efficiently and in the most expedited manner (Exhibit F, Phasing Plan).

The specific details regarding phasing of off-site improvements are addressed in the accompanying Development Agreement.

3.4. Circulation System

The revised circulation system for Parkside Village is designed with pedestrian and vehicular perspectives in mind. The pedestrian circulation is designed to have a linear connectivity internal to Parkside as well as direct access to the mixed-use amenities, office location and public transportation at the intersection of 99th Avenue and Indian School Road. The trail system will facilitate pedestrian traffic to the various parks, retail, employment and public transportation without the need for vehicular transportation. (**Exhibit I, Conceptual Pedestrian Circulation Plan**).

The vehicular circulation is improved over the previous PAD approval in that the circulation is more efficient (**Exhibit J, Conceptual Street Circulation Plan**). Connections to Clarendon East, Clarendon West, 100th Avenue and Osborn Road are designed to help Avondale meet its General Plan Circulation Element Goal of providing a “transportation system that is complimentary to the existing and planned uses” by adding a balanced mix of uses with appropriate connections to adjacent streets and a transit stop to enhance the City’s transit network. It also helps the City achieve its goal by providing “a transportation system that serves the public in a safe, efficient, and cost-effective manner.”

4. LAND USES

4.1. Permitted, Conditional, Accessory, and Prohibited Uses

The residential component of Parkside is approximately 131.70 gross acres and offers four distinct lot configurations. The traditional single-family lots are designed as 45'x100', 50'x110' and 55'x120', while the Villas, single-family detached lots, offer an HOA dedicated shared driveway allowing first and second home buyers a smaller, limited maintenance lifestyle (**Exhibit E, Master Development Plan**).

The uses allowed within the single-family portions of Parkside Village shall be those allowed within the City of Avondale Zoning Ordinance zoning district for each of the proposed product types as shown below.

- Uses allowed for the 50' and 55' wide lots shall be those allowed in the R1-6 district.
- Uses allowed for the 45' wide lots and Villas shall be those allowed in the R1-5 district.

Those uses permitted within the City's Commercial Office (C-O) district shall be allowed in the Office portions of Parkside Village.

Those uses allowed within the City's Community Commercial (C-2) district shall be allowed within the Mixed-Use portion of Parkside Village. Upper floor residential (Urban Lofts) shall be limited to 300 units maximum.

4.2. Lot Mix Table

PRODUCT	WIDTH	DEPTH	LOT AREA	LOTS	TOTAL %
Villa's	49'	53'	2,279	247	37.3
SFD 45	45'	100'	4,500	148	22.4
SFD 50	50'	110'	5,500	145	21.9
SFD 55	55'	120'	6,600	122	18.4
TOTAL	-	-	-	662	100.0

4.3. Purpose, Improvement, Ownership, and Maintenance of Common Areas and Facilities

The purpose of the common areas and facilities are to provide amenities, open space, and landscaping that serves the interest of the residents and visitors to Parkside. Common areas will be designed, constructed and dedicated to the Homeowners' Association ("HOA"). Once dedicated to the HOA, the maintenance cost will be allocated to property owners. The street areas (Right-of-Way "ROW") will be dedicated to the City of Avondale in accordance with City standards. Public Utility Easements will be dedicated to the public as a method for obtaining utility connectivity throughout Parkside.

5. DEVELOPMENT STANDARDS

5.1. Proposed Development Standards

Parkside utilizes development standards unique to each product type. The regulations and provisions for land uses along with the development standards including density, intensity, and types of uses are contained within this document and will take precedence over regulatory standards for land use and development within the Avondale Zoning Ordinance. Administrative procedures and development standards contained in the Ordinance, not covered by the PAD shall remain applicable to development within the PAD. In the event of a conflict between the provisions of the PAD and its development standards and the aforementioned Ordinance, the PAD shall govern. The development of Parkside will substantially comply with the Master Development Plan, and amendment of the Plan shall conform to the Minor and Major PAD Amendment requirements of the Zoning Ordinance. Based on final engineering requirements, deviations from the approved lots, tracts, or open space may be necessary and shall be considered in conformance with this plan and shall not require an amendment to this PAD.

5.2. Residential Development Standards

The following tables list the residential development standards in detail.

Single Family Residential - 45'		Parkside Village Development Standards	
STANDARDS		USE TYPE	
<i>(Setbacks shown are minimum requirements)(1)</i>		SINGLE FAMILY DETACHED	
Lot Area, Minimum (Sq. Ft.)		4,500 Sq. Ft. per lot	
Lot Width, Minimum (Ft.)		45'	
Lot Depth, Minimum (Ft.)(3)		100'	
Lot Coverage, Maximum (%)		60%	
Front Setback, Minimum (Ft.)(2) <i>(Measured from property line or back of sidewalk when the property line/ROW is between the sidewalk and</i>		10' to Living 20' to Garage	
Corner Side Setback, Minimum (Ft.)(2) <i>(Measured from property line or back of sidewalk when the property line/ROW is between the sidewalk and</i>		10' to Living (or 5' when adjacent to minimum 8' wide common element)	
Interior Side Setback, Minimum (Ft.) <i>(Measured from property line)</i>		5'	
Rear Setback, Minimum (Ft.) <i>(Measured from property line)</i>		15' To Living	
BUILDING STANDARDS			
Building Height, Maximum (Ft.)		30'	
Building Separation, Minimum (Ft.)		10'	
Notes:		(1) Final building footprints and layout will vary. (2) All permanent structures are to remain outside of Public Utility Easements (PUE). (3) Lot Depths may be reduced by up to 10' at cul-de-sacs, knuckles, and other locations where necessary due to street geometry as long as minimum lot area is met.	

Single Family Residential - 50'		Parkside Village Development Standards	
STANDARDS		USE TYPE	
<i>(Setbacks shown are minimum requirements) (1)</i>		SINGLE FAMILY DETACHED	
Lot Area, Minimum (Sq. Ft.)		5,500 Sq. Ft. per lot	
Lot Width, Minimum (Ft.)		50'	
Lot Depth, Minimum (Ft.)(3)		110'	
Lot Coverage, Maximum (%)		60%	
Front Setback, Minimum (Ft.)(2) <i>(Measured from property line or back of sidewalk when the property line/ROW is between the sidewalk and</i>		10' to Living 20' to Garage	
Corner Side Setback, Minimum (Ft.)(2) <i>(Measured from property line or back of sidewalk when the property line/ROW is between the sidewalk and</i>		10' to Living (or 5' when adjacent to minimum 8' wide common element)	
Interior Side Setback, Minimum (Ft.) <i>(Measured from property line)</i>		5' 24' Face of Side Loaded Garage to lot line	
Rear Setback, Minimum (Ft.) <i>(Measured from property line)</i>		15' To Living	
BUILDING STANDARDS			
Building Height, Maximum (Ft.)		30'	
Building Separation, Minimum (Ft.)		10'	
Notes:		(1) Final building footprints and layout will vary. (2) All permanent structures are to remain outside of Public Utility Easements (PUE). (3) Lot Depths may be reduced by up to 10' at cul-de-sacs, knuckles, and other locations where necessary due to street geometry as long as minimum lot area is met.	

Single Family Residential - 55'		Parkside Village Development Standards	
STANDARDS		USE TYPE	
<i>(Setbacks shown are minimum requirements) (1)</i>		SINGLE FAMILY DETACHED	
Lot Area, Minimum (Sq. Ft.)		6,600 Sq. Ft. per lot	
Lot Width, Minimum (Ft.)		55'	
Lot Depth, Minimum (Ft.)(3)		120'	
Lot Coverage, Maximum (%)		60%	
Front Setback, Minimum (Ft.)(2) <i>(Measured from property line or back of sidewalk when the property line/ROW is between the sidewalk and</i>		10' to Living 20' to Garage	
Corner Side Setback, Minimum (Ft.)(2) <i>(Measured from property line or back of sidewalk when the property line/ROW is between the sidewalk and</i>		10' to Living (or 5' when adjacent to minimum 8' wide common element)	
Interior Side Setback, Minimum (Ft.) <i>(Measured from property line)</i>		5' 24' Face of Side Loaded Garage to lot line	
Rear Setback, Minimum (Ft.) <i>(Measured from property line)</i>		15' To Living	
BUILDING STANDARDS			
Building Height, Maximum (Ft.)		30'	
Building Separation, Minimum (Ft.)		10'	
Notes:		(1) Final building footprints and layout will vary. (2) All permanent structures are to remain outside of Public Utility Easements (PUE). (3) Lot Depths may be reduced by up to 10' at cul-de-sacs, knuckles, and other locations where necessary due to street geometry as long as minimum lot area is met.	

Single Family Villa's		Parkside Village Development Standards	
STANDARDS		USE TYPE	
<i>(Setbacks shown are minimum requirements) (1)</i>		SINGLE FAMILY DETACHED	
Lot Area, Minimum (Sq. Ft.)		2,279 Sq. Ft. per lot	
Lot Width, Minimum (Ft.)		49'	
Lot Depth, Minimum (Ft.)		53'	
Lot Coverage, Maximum (%)		75%	
Front Setback, Minimum (Ft.)(2) <i>(Measured from property line or back of sidewalk when the property line/ROW is between the sidewalk and</i>		8' to Living	
Corner Side Setback, Minimum (Ft.)(2) <i>(Measured from property line or back of sidewalk when the property line/ROW is between the sidewalk and</i>		8' to Living	
Interior Side Setback, Minimum (Ft.) <i>(Measured from property line)</i>		5'	
Rear Setback, Minimum (Ft.) <i>(Measured from property line)</i>		2' to Living	
BUILDING STANDARDS			
Building Height, Maximum (Ft.)		30'	
Building Separation, Minimum (Ft.)		10'	
Notes:		(1) Final building footprints and layout will vary. (2) All permanent structures are to remain outside of Public Utility Easements (PUE).	

5.3. Additional Residential Development Standards

Standard	Parkside PAD
Walls and Fences	Complies with City of Avondale Zoning Ordinance
Lighting	Parkside will design and comply with current City of Avondale specifications for street lights as well as trail lighting. The design shall be similar to other area communities.
Screening	Complies with City of Avondale Zoning Ordinance
Parking Standards	Exceeds City of Avondale Zoning Ordinance (Villas). Villas will provide two garage spaces with accommodation for more than 270 additional on-street spaces (see Exhibit K.4 Villa Parking).
Proposed screening, buffers and transitions to uses on adjacent property and overall compatibility with existing and future land uses in the area	Complies with City of Avondale Zoning Ordinance

6. ARCHITECTURAL DESIGN CRITERIA

6.1. Architectural Character

Parkside will represent a wide variety of architectural styles and character. The use of color in conjunction with architectural design elements provide a visual experience and identity. A few of the design elements are as follows: Interior courtyards, entry towers, mixed gable and hip roof lines, arched windows and doors, rafter tails, wrought iron details, masonry accents, wide trim, large windows, horizontal banding, and multiple exterior finishes all using high quality building materials. Architectural themes at Parkside will offer residents diverse and distinct design opportunities. This PAD amendment presents the following residential themes: Modern Mediterranean, Craftsman, Contemporary, Prairie, Ranch/Farmhouse, and Spanish Mission. All these themes offer four sided architectural elements, varied roof designs, masonry accents, window diversification, style enhancements, and many color options. The Office theme will reflect many of the residential elements as well as take into account the community monument and wall theme. Representations of these proposed architectural elements are displayed in Exhibit M.1 through M.8 for all uses within Parkside.

6.2. Style

Residential architectural style elements are generally represented in Exhibit M.1 through M.6 and display features associated with Modern Mediterranean, Craftsman, Contemporary, Prairie, Ranch/Farmhouse, and Spanish Mission.

6.3. Required features and common design elements

This PAD amendment will abide by new design standards contained in the *Single Family Residential Design Manual* approved July 2018 with the exception of the items discussed in Section 6.7 of this PAD amendment.

6.4. Building Mass

For the non-residential parcels, building massing should be mitigated by varying the planes of the exterior walls in depth and direction. Roof forms and roof lines should be broken into a series of smaller building components. Buildings should step down in height to pedestrian plazas and open spaces responding to human scale. Rooflines should include regular, or frequent, offsetting and jogging of the roof plan and/or parapet height. Roofline enhancements shall wrap around the entire building perimeter.

6.5. Building Materials

Building materials will consist of high-quality energy efficient elements incorporated into modern designs. The City of Avondale requires compliance with the 2018 International Building Code, therefore building materials will meet or exceed this requirement.

6.6. Color Palette

At the time of specific design review, a color palette will be submitted for review and subsequent approval.

6.7. Discussion of How Design Guidelines Exceed City Standards

While the Parkside PAD was approved April 2014, it is agreed Parkside will now be subject to the *Single Family Residential Design Manual*, approved July 16th 2018 with the following exceptions that either exceed the design criteria or better represent the architectural themes and styles of the community. After several meetings with Avondale Staff, the following deviations were supported.

1.1(E) "Group wider side yard together on some adjoining lots to provide a separation of 20 feet or more between houses.

Wider separation will be incorporated into parcel design where possible. It may not necessarily reach 20 feet but will achieve the goal of varying the separation between homes and providing open spaces between homes.

1.1(G) "Stagger front setbacks throughout a neighborhood to avoid a monotonous streetscape and, incorporate courtyards, porches and other design features."

The goal of varying the streetscape and creating multiple planes within the front yards will be achieved through alternate means such as porches, architecture variety, landscaping, and trees.

1.1(H) "Avoid the placement of lots centered on "T" intersections and avoid driveways opposite a "T" intersection to limit headlight intrusion."

It is impossible to place open space or landscaped tracts at all "T" intersections; however, the goal will be met by doing so wherever possible and, where not possible, placing the home on the lot such that the home is positioned away from potential light intrusion.

1.1(L) "Provide direct vehicular, bicycle, and pedestrian connections to adjacent residential and non-residential areas through trail development and buffered bike lanes."

Pedestrian connections will be provided to allow residents connectivity to all parks, mixed use and office locations. The Parkside design has exceeded this requirement.

1.1(S) "Incorporate accent paving material into each alley/auto court."

Accent paving will be provided, but newer technology may be implemented to give the look and feel of a different material. This may include stamped asphalt and/or dyed concrete.

1.3(N) "Provide a minimum 12' wide landscape tract (inclusive of PUE) on the side of the lot adjacent to the street."

A 10' wide landscape tract is proposed in this situation for Parkside. Overall by allowing less landscape tract in the community, trail corridors are increased with the additional footage. The street design and landscaping will still achieve the same goal of creating open landscaped areas at the end of blocks.

1.4(E) "Contour sides and bottoms of the basins to create a natural looking appearance. Use varied slopes and curvilinear edges to create a more natural looking facility instead of a rectangular forms and long stretches.

As a method to expedite drainage recovery, turf will be used in larger basins where appropriate. Smaller basins may use a turf-less treatment where erosion concerns are minimal. Parkside is based on a rectilinear design and will design basin shapes to be complimentary to that overall design theme of the community.

1.4(H) "Maximize water permeability by reducing paved areas (hardscape), using permeable paving materials, and preserving open space drainage ways when feasible."

Pavers in ROW require a non-permeable base, therefore stamped asphalt will be used in lieu of pavers to create the same appearance but have much higher durability and lower installation and maintenance costs.

1.5(G) "Parking is required for parks over 4 acres."

Parking will be provided for Central Park and will be counted in the open space area calculation.

2.1(D) “Incorporate pavers or other similar treatments to driveways.”

As discussed with Staff, this can add significant maintenance costs to homeowners, but decorative enhancement shall be included by default on at least one elevation in the form of colors, finishes, textures, exposed aggregate or other decorative enhancement for the driveway.

2.2(A) “Developers should provide a purchase option for homes that can be built with a section reserved for the future installation of a solar photovoltaic or solar thermal system. [Per IECC 2018]’

As discussed with Staff, all homeowners will have the right and are encouraged to install solar energy systems; however, the location, solution, and technology should not be limited by this PAD amendment, or the builder. Instead, the appropriate location and type of solar installation shall be determined by the homeowner.

2.3(A) “Each home should use a variety of the following elements to enhance the home’s character: recessed or projecting balconies, driveway pavers, trellises, awnings, porches, columns, decorative doors and windows, exterior moldings, roof overhangs, stucco, masonry, wood or metal accents, decorative lighting, ledges, arched windows, and shutters.

The residential architectural themes presented in Exhibit M.1 through M.6 represent the required variety. As discussed with Staff, with the exception of the Villa’s, one elevation per lot product (45’, 50’, 55’) shall provide for a paver application.

2.5 Table 1.1 “Single-Family subdivisions shall include a diversity of architectural types as set forth in Table 1-1...”

Instead of four elevations per plan, three elevations per plan shall be provided. Three, not four, roof styles shall be provided with additional variation added on those three styles in other ways such as trim, colors, materials, etc. 12 color schemes shall be available for the project and available to all plans.

6.8. Sample of Conceptual Elevations

Please see **Exhibit M.1 through M.6** for residential themes and design elements. Please see **Exhibit M.7, M.8** for mixed use and office concepts.

7. SITE DESIGN CRITERIA

Regarding non-residential design, the following table describes the applicable response.

Standard	Parkside PAD
Walls and Fences	Complies with City of Avondale Zoning Ordinance
Lighting	Complies with City of Avondale Zoning Ordinance
Screening	Complies with City of Avondale Zoning Ordinance
Parking Standards	Complies with City of Avondale Zoning Ordinance
Proposed screening, buffers and transitions to uses on adjacent property and overall compatibility with existing and future land uses in the area	Complies with City of Avondale Zoning Ordinance

8. LANDSCAPING, PEDESTRIAN OPEN SPACE AND AMENITIES

8.1. Landscape Theme and Details

Parkside will be designed with a drought tolerant plant palette (see **Exhibit L.5 Plant List**) replacing any previous approved plant palette. During the preliminary plat approval process, an acceptable plant palette that the City will endorse will be presented for approval at that time. The current vision is to incorporate shade and appropriate landscaping features to beautify the community and create a sense of balance with nature so that outdoor activity is encouraged.

8.2. Open Space

The current open space for the residential portion of the property is approximately twenty percent (20%). The Mixed-Use and Office areas will need to conform to the City of Avondale open space requirements for those areas when designed.

8.3. Design Concept for entry features

The Parkside monuments will be set apart from other communities in Avondale in that the entry monuments for the community are more vertical than horizontal. Due to the 70' half-street ROW, then 35' SRP easement, then 8' PUE along 99th Avenue, it makes sense to create a vertical monument to identify the community entrance (Exhibit L.3, Site Amenities – Monument Signage). The lettering is cutout from a steel box with an acrylic LED backlit panel, illuminating the sign at night. In addition, tiered planters soften the monument providing elevated planting which provides interest. Consistent with the general theme in Parkside of brick masonry, brick will break up both vertical and horizontal lines by use of pilaster and cap methods providing an artistic flair.

8.4. Design Concept for Perimeter Walls

Parkside will have masonry walls with brick or brick veneer pilasters with a brick cap. The brick will provide horizontal and vertical relief to the wall. View and Pool walls will have a wrought iron aspect that enhances the classic look of iron and brick. Caps will be brick or acceptable masonry.

8.5. Landscape Tract Table

USE	GROSS AREA	% GROSS AREA
PARKS	13.98 AC	10.6%
ACTIVE OPEN SPACE	10.30 AC	7.8%
TOTAL ACTIVE OPEN SPACE	24.28 AC	18.4%
ADDITIONAL LANDSCAPE/OPEN SPACE	2.13 AC	1.6%
TOTAL LANDSCAPE/OPEN SPACE	26.41 AC	20.0%
ON-LOT OPEN SPACE (VILLA's)	1.87 AC	-
* EXHIBIT H.1, Conceptual Open Space Plan		

9. INFRASTRUCTURE

9.1. Road Improvements, Rights-of-way, Easements

Significant offsite regional road improvements are required for Parkside. These improvements are sequential and require specific governmental approvals that are time sensitive and time consuming. As a result of the SRP challenges associated with this property, flexibility in the phase completion of offsite roadways is requested. While these improvements will be bonded for, assuring the financial ability for completion, the timing of these improvements are dependent on quasi-governmental processes and approvals outside of the control of the property owner and the City of Avondale. Rights of way will be granted and designed according to jurisdictional requirements. Parkside has potentially three jurisdictional roadway approval authorities (MCDOT, City of Phoenix, City of Avondale) adding to the complexity of this project. The largest unknown timing factor is the SRP-Bureau of Reclamation, which could take between 12-14 months to process the easement relocation. During this time period no disturbance, no plat processing, no changes in title, and limited crossings can occur making this issue the top priority and the top challenge to develop the interior of Parkside while waiting for this process to complete. Because of the sequential nature of the SRP approvals and subsequent relocation of the irrigation facility, the SRP 12kV conversion then must take place, then the power poles and the concrete canal can be removed, which allows the 16' water line to be installed in the former canal alignment, and then the road paving can occur.

9.2. Utilities

Utilities for Parkside are as follows:

PROVIDER	CATEGORY
CITY OF AVONDALE	WATER
CITY OF AVONDALE	WASTEWATER
CITY OF AVONDALE	TRASH SERVICE
CITY OF AVONDALE	PUBLIC STREET MAINTENANCE
SRP	POWER
SOUTHWEST GAS	NATURAL GAS
COX	COMMUNICATION
CENTURY LINK	COMMUNICATION

9.3. Grading and Drainage

The grading plan for Parkside is to be mass graded, with the exception of SRP easement areas until the easement relocation process is complete. The site will drain in accordance with City of Avondale specifications for onsite and offsite drainage. With the approval of this amendment to the Parkside Village PAD, the previous approved preliminary water, sewer, and drainage reports shall be nullified and eliminated from the PAD. New preliminary water, sewer, and drainage reports shall be submitted as a part of the pre-plat process.

9.4. Required off-site improvements and Phasing.

As stated in Section 9.1, the largest and most complex challenge to develop Parkside will be the SRP improvements. The entire project is dependent on the timing of these approvals and improvements. In addition to the canal relocation along Indian School Road and 99th Avenue, Clarendon will require a siphon crossing into the Westwind community. Sewer connectivity is also a challenge. The Phase 2 sewer connection is underneath the SRP canal to the west and through an HOA area in the Westwind community, which then connects into the Westwind community sewer system. Phase 1 of Parkside is segmented based on the sewer allowance via the Clarendon Road collection. With the exception of the Model Phase, all of Parkside is dependent on the SRP 12kV conversion, which can't occur until after the relocation of the 99th Avenue SRP canal is installed. Indian School Road cannot be completed until the SRP canal is relocated along its southern border as well.

10. OWNERSHIP AND MAINTENANCE

10.1. Purpose, Improvement, Ownership and Maintenance of Common Areas and Facilities

A homeowners' association ("HOA") is planned for the residential components of Parkside. All community open space, amenities, landscape tracts and private drives within the residential components will be owned and maintained by the HOA. Open Space areas shall be identified and reserved as tracts or parcels on a plat, or as easements when no plat is necessary. Private drives shall be identified as tracts on a plat or as private access easement on site plans. All private drives and private access easements will also be subject to public utility easements (PUE) for water, sewer and all other forms of public utilities. Maintenance of these areas shall be provided for by the HOA. A statement shall also be placed on the approved site plan or plat, as appropriate, stating that landscaping in adjacent rights-of-way areas shall be maintained by the Owners' Association. The master HOA or a separate HOA shall maintain certain portions of the front and side yards of the Villas product.

10.2. General descriptions of CCR's

One or more declarations of Covenants, Conditions, and Restrictions ("CC&R") shall be created to include all property within Parkside and recorded with the Maricopa County Recorder. These CC&Rs shall be designed to protect, preserve, and enhance the community.

10.3. Discussion of plans for ownership.

It is the intent for all of the residential portion of Parkside Village to be constructed by a single homebuilder; however, certain parcels may be sold to additional builders. All development shall follow approved or amended phasing regardless of ownership. All builders will abide by the City of Avondale *Single Family Design Manual* subject to the limits provided within this PAD amendment.

11. CONFORMANCE WITH PLANS

11.1. Conformance with General Plan Land Use Designations

The existing land use designation for Parkside is a combination of Mixed-Use, Medium/High Density Residential (M/HDR), and Office as shown on **Exhibit C, General Plan Map**. The proposed uses in Parkside comply with each of the requirements of these land uses.

11.1.1. "M/HDR is land that will contain densities that will range from 4 to 12 dwelling units per acre and should include a combination of single-family attached, detached, and townhomes, or condominiums, patio homes, casita housing choices. The variety of housing choices a specific development should be in a planned and clustered setting unique to Avondale with substantial open space for recreational amenities to service the residents and encourage resident interaction and outdoor activities. This level of intensity should promote a village environment with easy access to services and

recreation. Churches, parks, and open spaces, and public facilities are permitted in this land use category.”

Parkside provides four different residential housing options (including upper floor residential in the Mixed-Use area and the option for upper floor residential within the Office Component) designed around a Central Park with direct access well within a quarter mile walking distance, generally accepted as the ideal distance to promote a walkable community, to a variety of commercial and office uses. Additionally, Parkside will be integrated into the local and regional transit network along 99th Avenue providing easy access to services and entertainment in other parts of Avondale and the Phoenix Metro Area. The residential density as shown on the Master Development Plan is 4.16 DU/AC for that portion that is within the M/HDR land use area.

- 11.1.2. “Mixed Use is a land-use for a mixture of residential and commercial. This category encourages innovatively designed developments, which create a core living environment reflective of a village concept where residents can live, work, and recreate within the same development or close by. Basic criteria for development include reasonable scale to the surrounding neighborhoods, proportionate ratios for each use, and encouragement of alternative modes of transportation (such as bicycling or walking) and a well-conceived plan with access to and integration of transit facilities.”

The Mixed-Use area of Parkside is in line with the General Plan’s definition of the use category in every way. The design guidelines outlined for this land use in Parkside ensures that the building massing, scaling, and allowed uses will be balanced within itself as well as with the surrounding neighborhoods. Residents in Parkside as well as those in existing and future nearby residential developments will be able to walk or ride bikes to and within the Mixed-Use areas of Parkside thereby truly encouraging multi-modal transportation.

- 11.1.3. “Office land use category allows for professional office and medical office services/practices associated with hospitals and niche medical industries, such as sports medicine, physical therapy, and associated office support services that are generally quiet with moderate traffic volumes. Office sites are to be integrated through design with adjacent residential developments. Typical office developments have their own access and circulation, identification signs, and landscaping. Developments with more than one building share a common architectural and landscape theme to include identification signs, covered parking and driveways with pedestrian amenities and shaded outdoor areas.”

The Office land use within Parkside is in full compliance with the General Plan as it is designed through layout, allowed uses, and design guidelines to compliment the adjacent Residential Uses. A common architectural theme including all signage will be used throughout the Office land use area of Parkside. Given the mixed-income nature

of the residential product offerings, the offices will be able to provide employment or service opportunities to residents in any of the Parkside housing types.

11.1.4. Conformance with General Plan Vision and Goals

The proposed Parkside PAD is supported by numerous provisions of the 2030 General Plan. Below are some of the Goals and Policies supporting the development of Parkside.

Vision Statement: “Avondale is committed to promoting the health and well-being of all its residents and plans to be an active, inclusive, and responsive place, where healthy habits are encouraged rather than discouraged by environments we build.”

Parkside provides an environment that fosters a healthy and active community. The Park programming and trail system promote active outdoor activity. The Central Park allows for community gathering opportunity of greater scale than the other four planned parks.

Guiding Principles - Community Mobility: “We emphasize development of a balanced, integrated, multi-modal circulation system (streets, trails, sidewalks, bikeways, transit, light rail, and river corridors) that is efficient and safe, and which connects neighborhoods to jobs, schools, services, local attractions, and open space.”

The Master Development Plan integrates a Central Park, pedestrian paseos, a transit facility along 99th Avenue, active open spaces, and neighborhood parks, creating a healthy lifestyle and neighborhoods that are connected to their surroundings.

Land Use Goal 1: “Establish an Avondale identity based on a healthy lifestyle that promotes land uses which foster an economically sustainable and socially dynamic community.”

Parkside residents will be able to live, work, shop and play within a healthy and livable community with appropriate connectivity to neighboring properties.

Land Use Goal 1 Policy C: “Diversify Avondale’s housing stock by providing for varied residential types...”

Parkside provides a minimum of five different residential uses of varying densities providing diversity to Avondale’s housing stock (including upper floor residential in the Mixed-Use Area).

Land Use Goal 3 Policy D: “Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity.”

Land uses, landscape buffers, trail corridors, building setbacks, and screen walls are some of the features used to ensure an adequate transition and buffer between Parkside and the neighboring properties as well as between uses within Parkside.

Land Use Goal 8: “Support mixed-use land use patterns that increase transit and pedestrian oriented development within specific and appropriate areas of the City.”

Parkside has a diverse mix of non-residential uses and intensities and of residential types and densities. Parkside’s Development Master Plan provides pedestrian and bicycle connectivity to transit options along 99th Avenue. The amenitized boulevards create an active street scene in this pedestrian oriented development.

Housing Element Goal 2: “Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels.”

Parkside is a development unlike any other in Avondale, particularly for a project of this size. The diverse housing types, transitioning densities and land uses create an integrated village that will allow for a variety of socio-economic levels. Higher Density housing located in the Villa’s area will accommodate a different homeowner lifestyle than those living in traditional single-family homes, allowing for a diverse community. Urban Lofts within the Mixed Use area are another element allowing for additional diversity.

Housing Element Goal 2 Policy B: “Encourage the development of condominiums and townhomes which appeal to people seeking to own their residence, but who may not want maintenance responsibilities.”

Parkside incorporates Villas and multifamily options (upper floor residential in Mixed-Use areas). These housing types account for half of the product types in Parkside and provide ample opportunity for people looking to purchase a home without the traditional single-family home configurations and lifestyles.

Housing Element Goal 4 Policy B: “Support creatively designed subdivision layouts, particularly layouts in which open space and recreation areas containing amenities are thoughtfully integrated throughout.”

Parkside is an innovatively designed community that incorporates an integrated village concept where residents can live, work, shop and play within the same development and all within an eighth of a mile of the Central Park. No point within Parkside is more than an eighth of a mile or three-minute walk from a park. This is a truly unique design that provides active open space to every resident and visitor within Parkside. A clever designed trail system promotes park usage and outdoor activities.

Housing Element Goal 4 Policy D: “Encourage subdivision design that promotes non-vehicular access to trails and transit routes/centers as a component of a healthy lifestyle.”

Parkside’s Central Park (**Exhibit H.1, Conceptual Open Space Plan**) is connected to other neighborhood parks through a series of landscaped, safe and inviting pedestrian paseos and active open spaces that are spread throughout the Site. Each of the four residential product types is designed to be within an easy walk of the Central Park and other neighborhood parks.

Open Space Element Goal 2 Policy C: “Link community parks to open spaces, other community facilities, and each other as a means to providing further physical activity for one’s well-being.”

Parkside’s neighborhood parks and Central Park connect to open space paseos, trails, and active open spaces that lead to other parks within the development (**Exhibit H.1 through H.6, Conceptual Open Space Plan and associated Parks**). The Park programing allows for a diverse outdoor experience with some overlap and other elements unique to the specific location. Parkside is designed to provide outdoor workout stations, dog training, community outdoor movie and pool facility, organized sport facilities, traditional shaded playgrounds, and other outdoor amenities.

Transit Oriented Development Goal 2 Policy D: “Consider a range of housing types that will encourage a mix of residents, such as families, singles, and seniors, and allow for a mix of income levels.”

Parkside’s residential uses include a diverse mix of traditional Single-Family Detached alternatives: Villas, upper floor residential in the Mixed-Use location (convenient commercial access), and traditional single-family housing (backyards and proximity to parks). This diverse range of product types in a development of this size will create housing opportunities for a wide range home buyers and renters. The thoughtful layout of Parkside allows this mix of product types to coexist naturally and facilitate a thriving mixed income neighborhood with a single identity.

Transit Oriented Development Goal 3: “Promote and support the incorporation of commercial uses as a component of transit-oriented development.”

The Mixed Use and Office is designed to be equally accessible from the adjacent arterial streets as the adjacent neighborhoods with a transit stop along 99th Avenue that fully supports and promotes the goals of transit-oriented development. Within these Non-Residential uses there are a number of retail and office business opportunities.

11.2. Density and Open Space Balance

The Ordinance contemplates a balance between a residential density within a PAD and the amount of Open Space provided in that PAD, such that as the residential density of the PAD increases so too should the Open Space.

The residential density proposed for Parkside exceeds the required density as specified in the Ordinance and General Plan. The amount of Open Space exceeds the 15% that is required. Within the single-family residential areas of Parkside, 26.41 acres (20%) of open space are provided (**Exhibit H.1, Conceptual Open Space Plan**). This amount of open space is being provided via parks, paseos, and landscaped areas to achieve the level of walkability, interconnectedness, and outdoor engagement desired by the developers of this project.

11.3. Conformance with the Freeway Corridor Specific Plan

The Freeway Corridor Specific Plan ("FCSP") was amended on September 16, 2013 to revise language and to expand the boundaries to include areas along the Loop 101 Agua Fria Freeway. With this amendment, Parkside is now within the FCSP. Parkside is governed by the FCSP and therefore all of the applicable design guidelines and regulations therein shall be considered a part of this PAD.

The FCSP specifically identifies the intersection of 99th Ave and Indian School Road as a priority for development, infrastructure improvement, and increased aesthetics as this location announces entry into Avondale. Parkside will help achieve all of these priorities for at least the southwest corner of the intersection.

Parkside supports all of the goals of the FCSP. Each of these goals is listed below with a description of how the development of Parkside will help Avondale reach these goals.

- 11.3.1. Goal #1: "Prioritize the City's appearance from the I-10 and the Loop 101 freeways, limiting heavy industrial uses and establishing strict design requirements where necessary."

While not directly adjacent to the Loop 101 Agua Fria Freeway, Parkside is still a freeway corridor project that represents the City to travelers along the freeway and announces entry into the City. As such, Parkside shall conform to all of the design guidelines within the FCSP and includes additional measures to ensure it will be an aesthetically pleasing. The Mixed Use and Office uses in Parkside are located on the eastern edge of the project to maintain the sophisticated corporate/business appearance outlined by the FCSP. As an entrance point to the City of Avondale, an entry monument will be constructed at the corner of Indian School Road and 99th Avenue to announce entry into the City to visitors travelling on these roads. Because this monument will encroach into the Mixed Use property, the design and scope of the entry monument shall be provided at the

same time a site plan is presented for the Mixed Use property that will coordinate with the Mixed Use design and layout.

- 11.3.2. Goal #2: “Establish design requirements based on and specific to the General Plan designation of a developable property to ensure Freeway Corridor subareas achieve their intended purposes.”

The design requirements for Parkside include all of the applicable requirements found in the Ordinance, FCSP, and General Plan. These are incorporated in a way so as to provide a balance of flexibility and regulation that will place the proper amount of emphasis on key criteria specific to the land use. For example, per the FCSP, the Mixed-Use land use area has an emphasis on connectivity to transit and residential uses while the Office land use area has an emphasis on the parking and landscaping guidelines.

- 11.3.3. Goal #3: “Institute minimum site utilization thresholds for properties adjacent to the City’s recommended HCT alignment and provide generous maximum building heights throughout to ensure the area develops at the intensity level and form that is needed to accomplish the City’s goals, most notably attracting high capacity transit.”

The FCSP designates this area as having maximum building heights of two and eight stories on the west and east halves of the property respectively. Parkside is in conformance with this regulation, which encourages the construction of commercial buildings that stand out and compete with other Phoenix properties located at the corner of 99th Avenue and Indian School Road.

- 11.3.4. Goal #4: “The Freeway Corridor will be the southwest valley’s premier job center.”

The Office and Mixed-Use land uses included in Parkside will offer a variety of employment opportunities and help to fill in undeveloped land along the Freeway Corridor which are not storage or distribution uses and do not do as much to increase employment within the City. The variety of uses in Parkside will assist in the diversification of the employment opportunities in the area by providing spaces including large corporate office, medical office, professional services and retail.

- 11.3.5. Goal #5: “Ensure new development in the Plan area is pedestrian/bicyclist friendly and contributes to a walkable community.”

Like the City, Parkside encourages active lifestyles for its residents by providing ample opportunity to take advantage of multi-modal transportation and recreational opportunities. By providing an extensive non-vehicular circulation system (**Exhibit I, Conceptual Pedestrian Circulation Plan**), Parkside has provided a comprehensive system of trails, sidewalks, paths, paseos, and parks that connect to every component of the community. Within a short walk or ride (less than one quarter of a mile), residents can visit friends, get exercise, enjoy programmed multi-generational

activities, shop, work, or reach transit facilities that will connect them with the rest of Avondale or the City of Phoenix Metro Area, all without having to use a vehicle.

- 11.3.6. Goal #6: “Further develop the Freeway Corridor’s sense of place through street treatments, entry gateways, and other aesthetic treatments within the public realm.”

Great care has been taken to design a streetscape and public spaces that are inviting and pedestrian friendly. Additionally, the points of entry to Parkside and perimeter walls are designed to instantly let residents and visitors know that they are entering a premier development that is a point of pride for the City of Avondale (**Exhibit L.2, Site Amenities – Community Walls, L.3 Site Amenities – Monument Signage**).

12. ADMINISTRATION

12.1. Amendments

Amendments shall be processed in accordance with Section 603(E) of the Ordinance and determination between minor and major amendments made by the Zoning Administrator except as provided herein. The Zoning Administrator or authorized designee may authorize relief of up to ten (10) percent of the setback requirements.

12.2. Applicability

The requirements of the Ordinance, as amended, Avondale Subdivision Regulations, as amended, *Single-Family Residential Design Manual*, as amended, and *Commercial/Industrial/Multi-Family Design Manual*, as amended, shall apply except where explicitly stated otherwise by this PAD.

13. PAD APPROVAL

- 13.1. “The proposed PAD is in conformance with the General Plan and applicable specific plan(s).”

As described in Sections 1(D) and 1(E) of this PAD narrative, the Parkside PAD conforms with the goals and policies of the City of Avondale’s General Plan and the Freeway Corridor Specific Plan.

- 13.2. “The proposed PAD meets the PAD requirements of the Zoning Ordinance, Subdivision Regulations, Design Manuals and other applicable regulations and requirements, unless otherwise modified by the PAD Narrative.”

The Parkside PAD meets or exceeds the PAD requirements of Section 6 of the City of Avondale’s Zoning Ordinance and Subdivision Regulations, except as modified by this PAD narrative. The Parkside PAD also meets the intent of the *Single-Family Residential Design Manual* and the *Commercial/Industrial/Multi-Family Design Manual*.

- 13.3. "That either there exists adequate public infrastructure and services to serve the proposed development or all necessary public infrastructure and services to serve the proposed development will be completed in connection with the development within the PAD."

All necessary public infrastructure and services to serve the proposed development will be completed in connection with the phased development within the PAD. Although phased regional improvements are absolutely required to develop Parkside, the City of Avondale will have financial assurances in the form of performance bonds to ensure completion.

- 13.4. "The proposed PAD will result in compatible land use relationships within the proposed development with adjacent properties."

This Parkside PAD includes an appropriate transition of more intense non-residential uses along the eastern portion of the community to less intense residential uses along the western border.

- 13.5. "The development standards of the proposed PAD are consistent with or exceed the desired character of development for the area."

As presented in the Residential and Non-Residential Development Standards sections above, Parkside's proposed development standards are compliant with the standards and reflect the desired new urban character that meet the needs of a live, work, shop and play environment.

14. CONCLUSION

This Parkside PAD amendment is in conformance with the City's General Plan, provides an improved variety of diverse, high-quality residential options, and continues to provide for mixed-use and office uses to serve Parkside and the surrounding area. The new design for Parkside will provide residents with an enhanced live, work and play environment at an important gateway location within the City of Avondale. Approval is requested.

List of Exhibits

- A. Vicinity Map
- B. Aerial Map
- C. General Plan Map
- D. Existing Zoning Map
- E. Master Development Plan
- F. Phasing Plan
- G. Land Use Plan
- H.1 Conceptual Open Space Plan
- H.2 Central Park
- H.3 Park A
- H.4 Park B
- H.5 Park C
- H.6 Park D
- I. Conceptual Pedestrian Circulation Plan
- J. Conceptual Street Circulation Plan
- K.1 Street Sections
- K.2 Street Sections
- K.3 Street Sections
- K.4 Villa Parking
- L.1 Conceptual Landscape Plan
- L.2 Site Amenities – Community Walls
- L.3 Site Amenities – Monument Signage
- L.4 Site Amenities – Bus Shelter & Cluster Mailbox
- L.5 Plant List
- M.1 – M.8 Architectural Theming

Parkside Village

Planned Area Development

EXHIBIT A

VICINITY MAP



Parkside Village

Planned Area Development

EXHIBIT B

AERIAL MAP

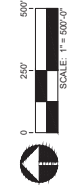
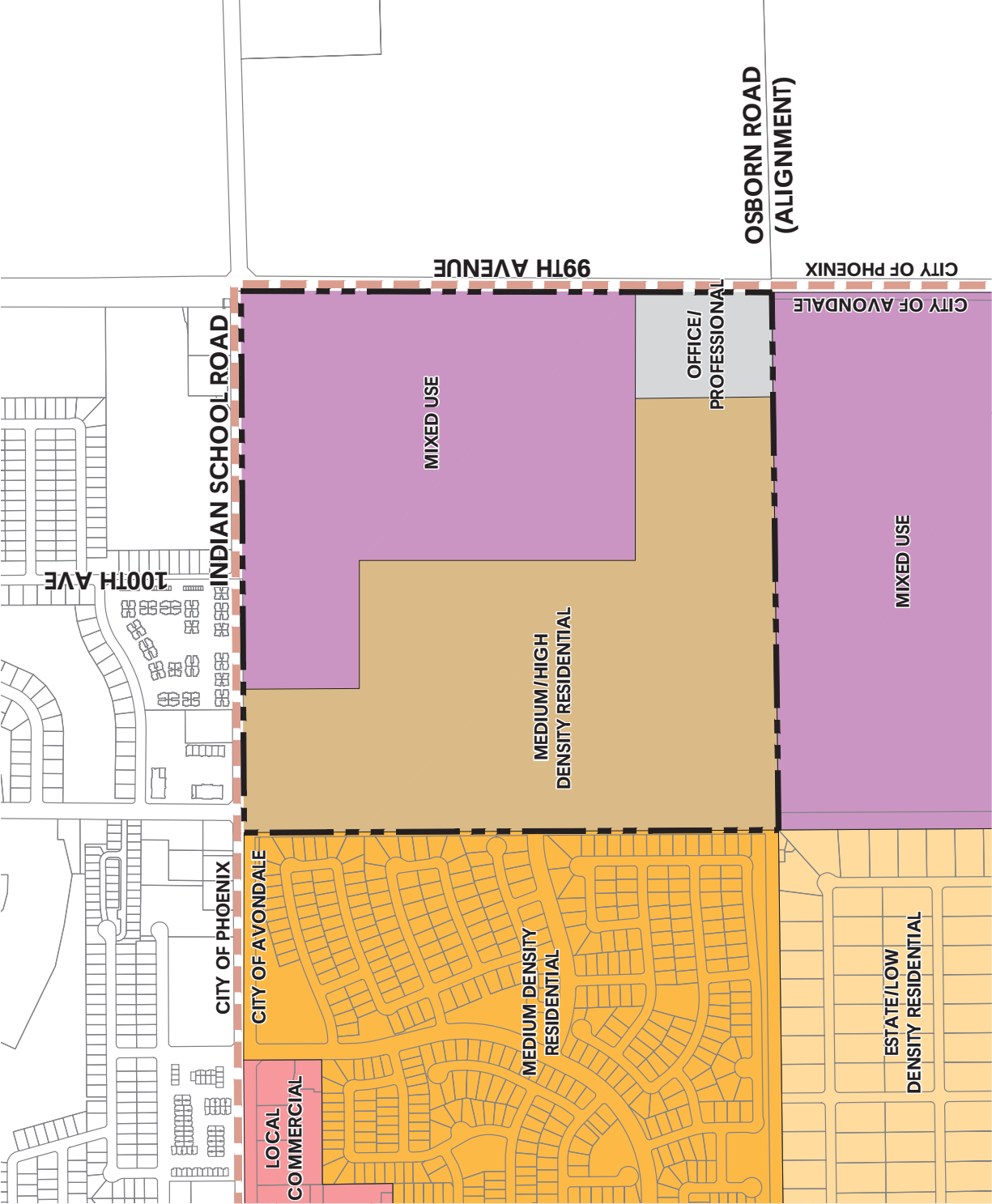


Parkside Village

Planned Area Development

EXHIBIT C

GENERAL PLAN MAP



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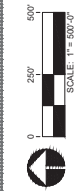


Parkside Village

Planned Area Development

EXHIBIT D

EXISTING ZONING MAP



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Parkside Village

Planned Area Development

EXHIBIT E

MASTER DEVELOPMENT PLAN



USE	GROSS AREA	NET AREA	PERCENTAGE (GROSS AC)	DENSITY (NET AC)	UNITS
MIXED USE (MU)	21.33 AC	18.41 AC	13.1%		
OFFICE (O)	9.99 AC	9.08 AC	6.1%		
SINGLE FAMILY RESIDENTIAL (SFR)	131.70 AC	127.64 AC	80.8%	5.10 DU/AC	662
TOTAL	163.02 AC	155.13 AC	100.0%		
OPEN SPACE/LANDSCAPING	24.28 AC		18.4%		
PARK'S	13.98 AC				
ACTIVE OPEN SPACE	10.30 AC				
ADDITIONAL LANDSCAPE AREA	2.13 AC		1.6%		
TOTAL	28.55 AC		20.0%		
OPEN SPACE/LANDSCAPING					
RESIDENTIAL	UNITS	PERCENTAGE			
VILLAS	247 D.U.	37.3%			
45X100'	148 D.U.	22.4%			
50X110'	145 D.U.	21.9%			
55X120'	122 D.U.	18.4%			
TOTAL	662 D.U.	100.00%			

POSSIBLE SEWER LIFT STATION LOCATION IF NEEDED

MODEL COMPLEX

AVONDALE, AZ

02/21/19

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0 150 300

SCALE: 1" = 300'-0"

IRVI

IRVING RECREATION VILLAGE INC.

Subject to City of Avondale review

William Lyon Homes

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ATWELL

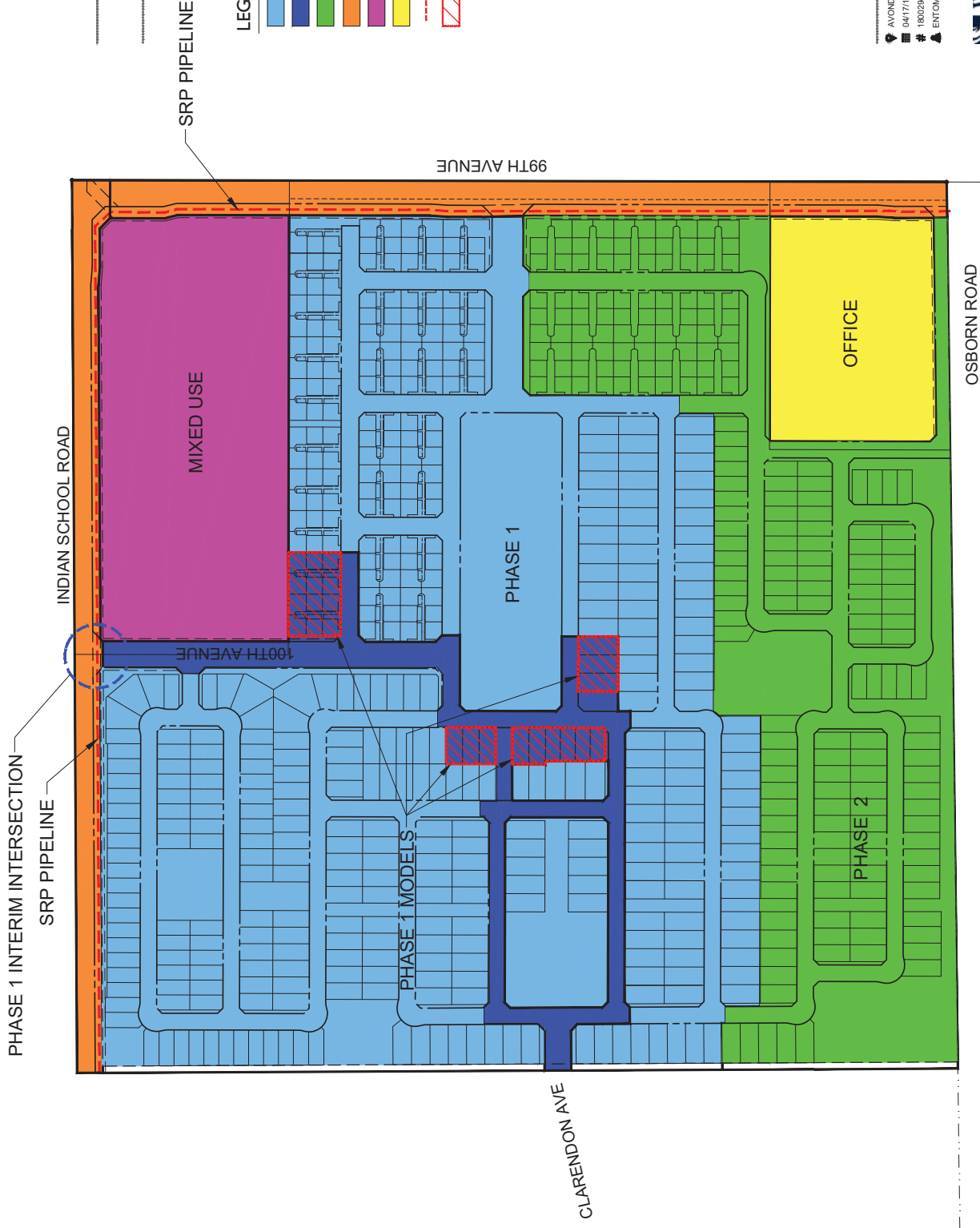
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Planned Area Development

EXHIBIT F

PHASE PLAN



LEGEND

- PHASE 1
- PHASE 1 MODEL PHASE
- PHASE 2
- OFFSITE ROAD IMPROVEMENTS
- MIXED USE
- OFFICE
- SRP PIPELINE
- MODEL COMPLEX



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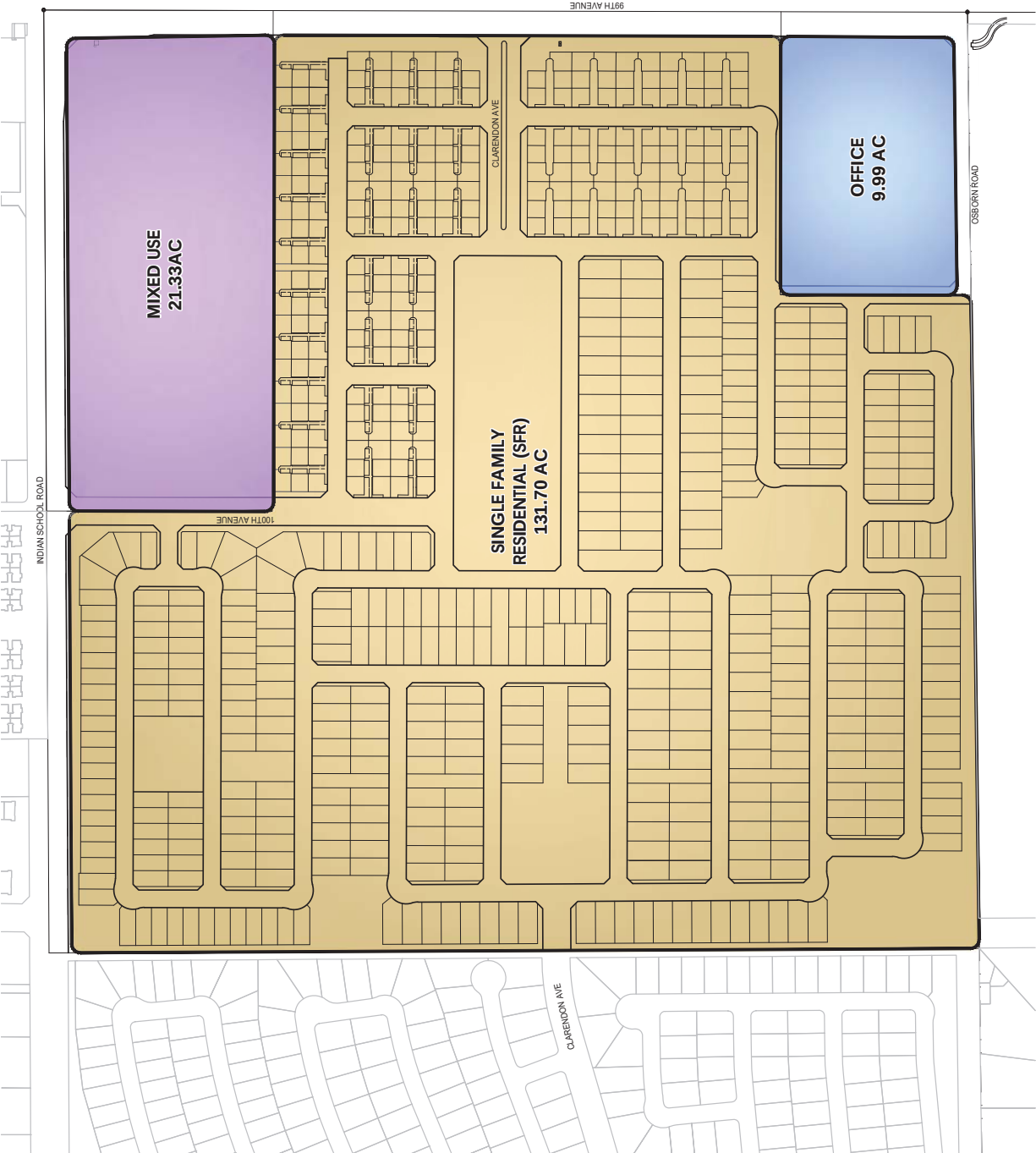
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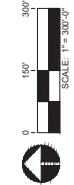
Planned Area Development

EXHIBIT G

LAND USE MAP



USE	GROSS AREA (AC.)	NET AREA (AC.)	% GROSS (AC.)	DENSITY NET (AC.)	UNITS
MIXED USE (MU)	21.33	18.41	13.1%		
OFFICE (O)	9.99	9.08	6.1%		
SINGLE FAMILY RESIDENTIAL (SFR)	131.70	127.64	80.8%	5.19 DU/AC	662
TOTAL	163.02	155.13	100%		



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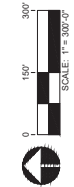
Planned Area Development

EXHIBIT H.1

CONCEPTUAL OPEN SPACE PLAN



USE	GROSS AREA	% GROSS ACRES
PARKS	13.98 AC	
ACTIVE OPEN SPACE	10.30 AC	
TOTAL ACTIVE OPEN SPACE	24.28 AC	18.4%
ADDITIONAL LS/OS	2.13 AC	1.6%
TOTAL LANDSCAPE / OS	26.41 AC	20.0%
ON-LOT OPEN SPACE	1.87 AC	



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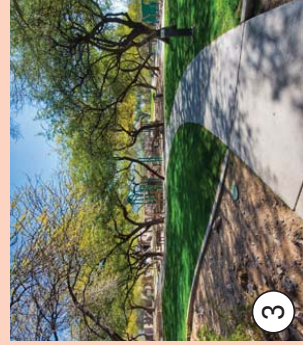
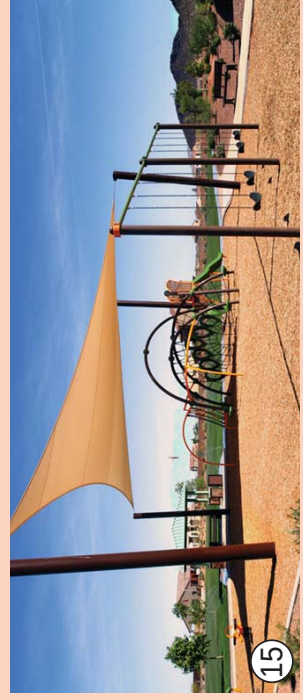
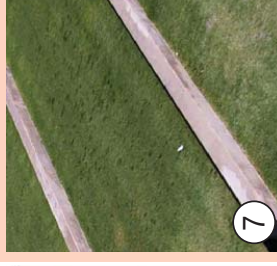
EXHIBIT H.2

"CENTRAL PARK"
CORE AMENITY

PROGRAM ELEMENTS:

1. BASKETBALL COURT
2. SAND VOLLEYBALL
3. SIDEWALK
4. CONCRETE HEADER
5. POOL FENCE
6. POOL GATE
7. SEATWALL
8. POOL
9. POOL DECK
10. ARBOR
11. SYNTHETIC TURF
12. TURF
13. SHADE CANOPY
14. RESTROOM FACILITY w/ BUTTERFLY ROOF / OVERHANG
15. PLAY AREA
16. RAMADA
17. PARKING
18. POOL EQUIPMENT ENCLOSURE
19. MOVIE LOCATION

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Parkside Village

Planned Area Development

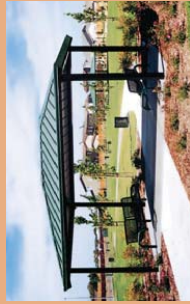
EXHIBIT H.3

PARK A

PROGRAM ELEMENTS:

- RAMADA
- FITNESS CIRCUIT TRAINING
- ACTIVE PLAY STRUCTURES
- GROUP FITNESS OPPORTUNITIES
- OPEN TURF AREAS

* FITNESS EQUIPMENT STATION



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Parkside Village

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EXHIBIT H.4

PARK B

PROGRAM ELEMENTS:

- RAMADA
- PLAZA
- RAISED PLANTERS
- SWINGS
- YOGA LAWN
- ACTIVE PLAY STRUCTURES
- OPEN TURF AREAS

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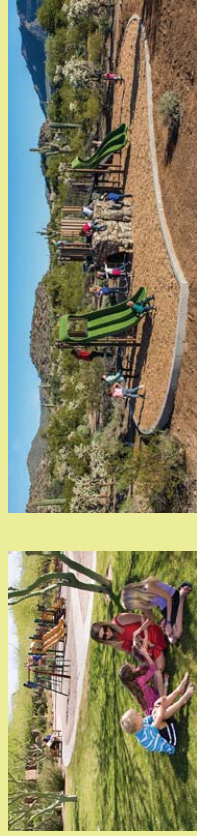
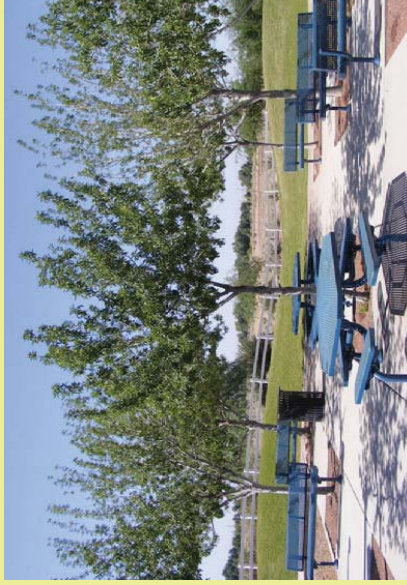
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EXHIBIT H.5

PARK C

PROGRAM ELEMENTS:

- RAMADA
- ACTIVE PLAY STRUCTURE
- FREE-PLAY EXPLORATORY STRUCTURES
- TUNNELS
- TURF MOUND AND SLIDE
- LAWN GAME AREAS
- OPEN TURF AREAS

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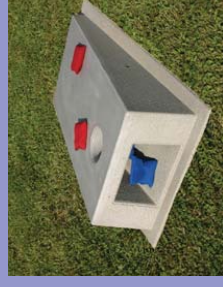
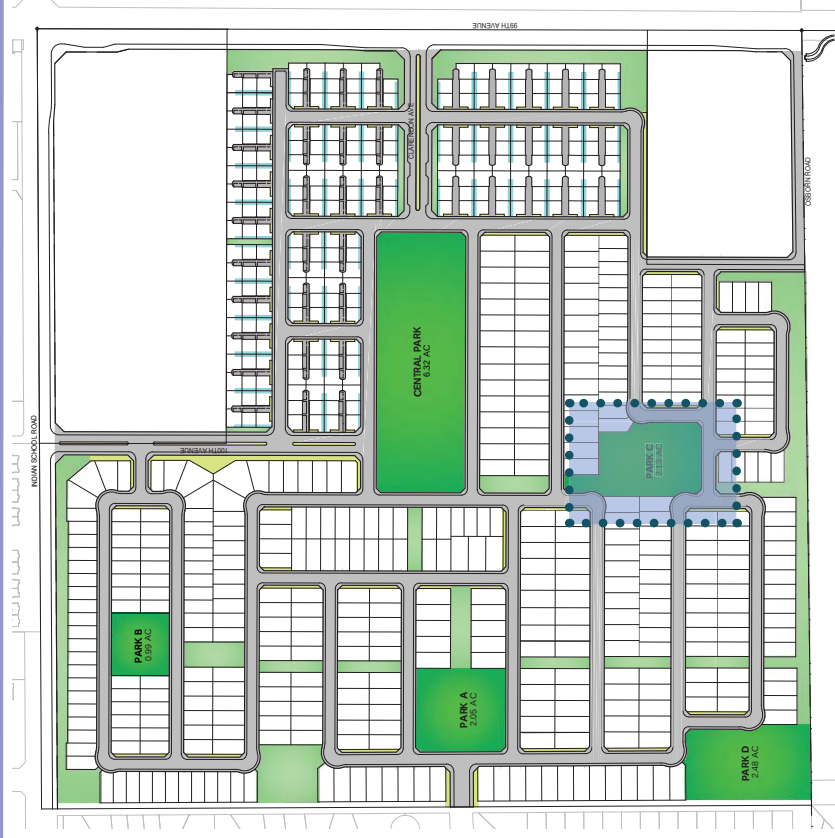
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EXHIBIT H.6

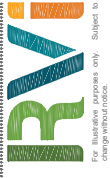
PARK D

PROGRAM ELEMENTS:

- RAMADA
- BASKETBALL COURT
- SAND VOLLEYBALL
- OPEN TURF AREAS

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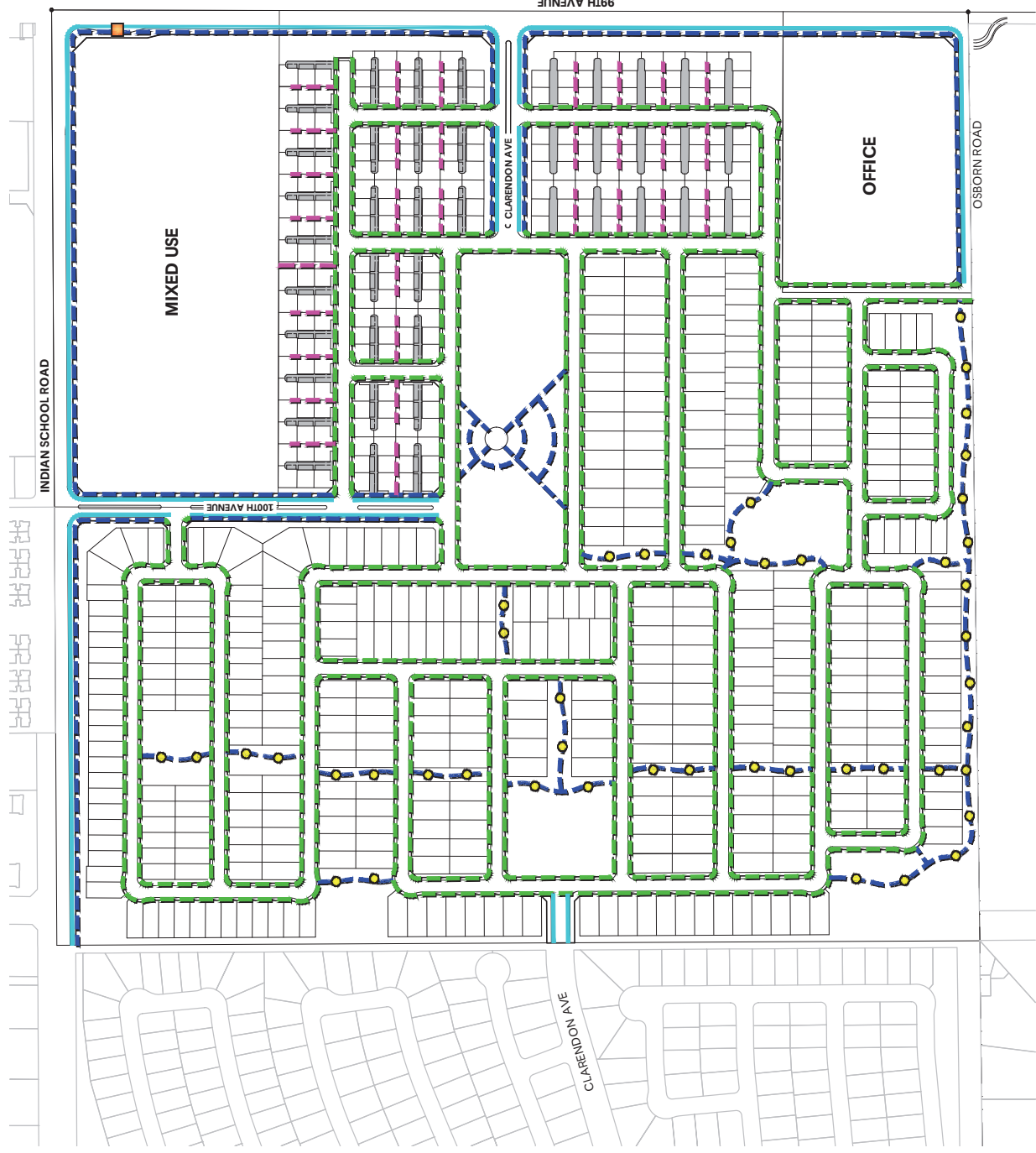


Parkside Village

Planned Area Development

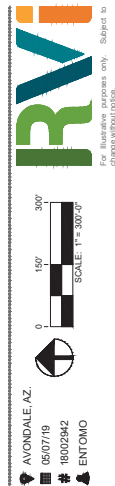
EXHIBIT I

CONCEPTUAL PEDESTRIAN CIRCULATION PLAN



NOTES:

- DIRECT PEDESTRIAN CONNECTIONS FROM THE RESIDENTIAL AREAS INTO THE FUTURE MIXED USE AND OFFICE AREAS SHALL BE PROVIDED. SPECIFIC LOCATIONS OF PEDESTRIAN CONNECTIONS SHALL BE DETERMINED WHEN SITE PLAN/DESIGN REVIEW APPLICATIONS FOR THE MIXED USE AND OFFICE AREAS ARE SUBMITTED. SUBJECT TO APPROVAL BY THE CITY, ALL CONNECTIONS SHALL BE SHADED AND LOCATED SUCH THAT VEHICULAR/PEDESTRIAN CONFLICTS ARE MINIMIZED TO THE EXTENT POSSIBLE. WHERE CONNECTIONS ARE PROVIDED, NON-RESIDENTIAL DEVELOPMENT SHALL INCORPORATE BUILDING BREAKS, ARCADES OR PASS THROUGH DESIGNS THAT ALLOW PEDESTRIANS TO MORE EASILY ACCESS THE FRONT ACCESS OF ALL BUILDINGS.
- TRAILS MAY BE ILLUMINATED BY EITHER BOLLARD, PARK OR STREET LIGHTING METHODS. LED LIGHTING IS PREFERRED.

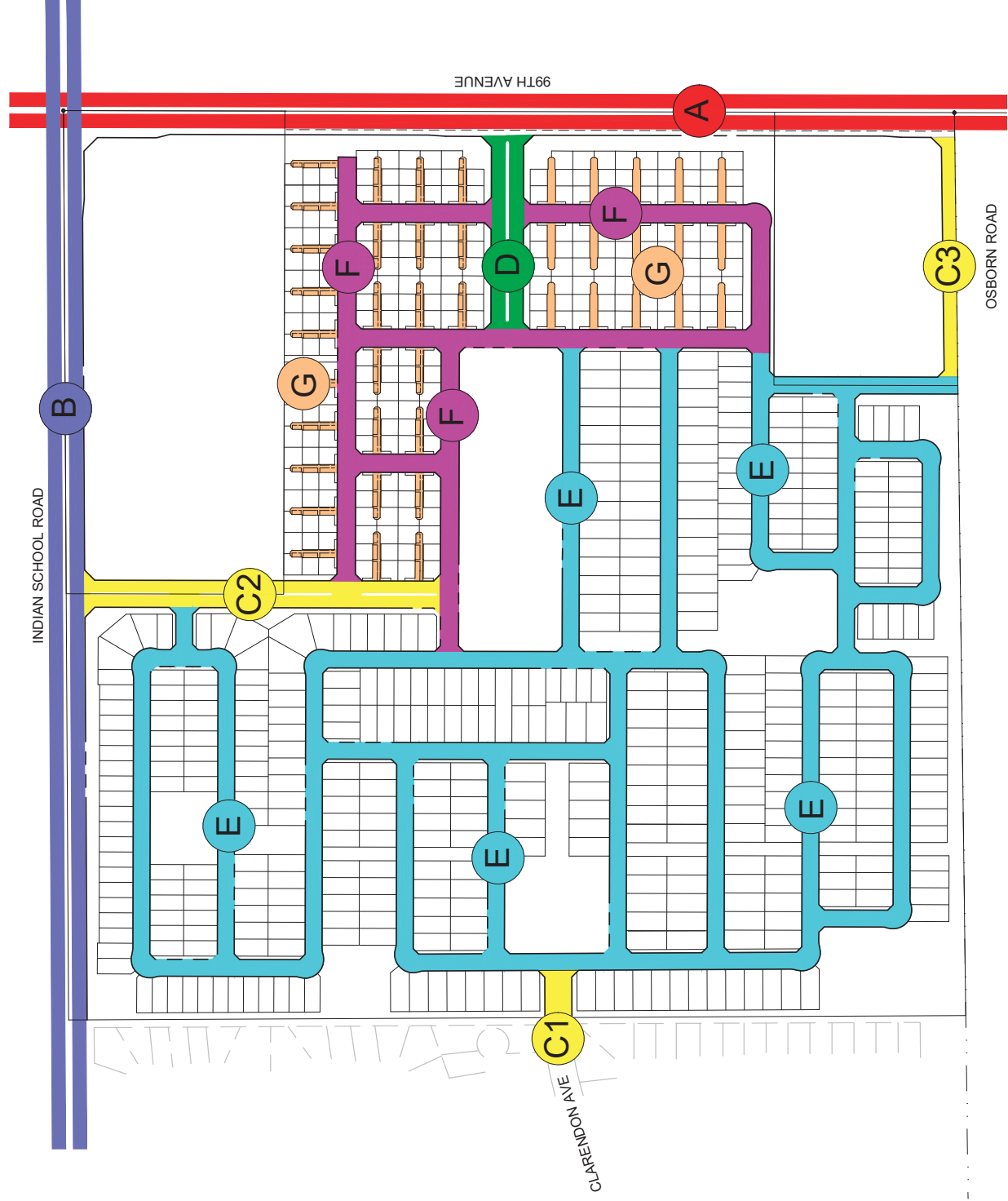


Parkside Village

Planned Area Development

EXHIBIT J

CONCEPTUAL STREET CIRCULATION PLAN



LEGEND

- (A) 6 LANE ARTERIAL
- (B) 5 LANE MAJOR COLLECTOR
- (C) MODIFIED MINOR COLLECTOR
- (D) MODIFIED MINOR COLLECTOR
- (E) LOCAL RESIDENTIAL
- (F) MODIFIED LOCAL RESIDENTIAL
- (G) PRIVATE DRIVE

*DEVELOPER TO CONSTRUCT SOUTHERN HALF TO STANDARD MAJOR COLLECTOR STREET CROSS SECTION, PER SECTION B. R/W WIDTH TO BE 55' FOR HALF STREET.



AVONDALE, AZ
0221119
1802342
ENTOMO

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William Lyon Homes
Experience the pride.

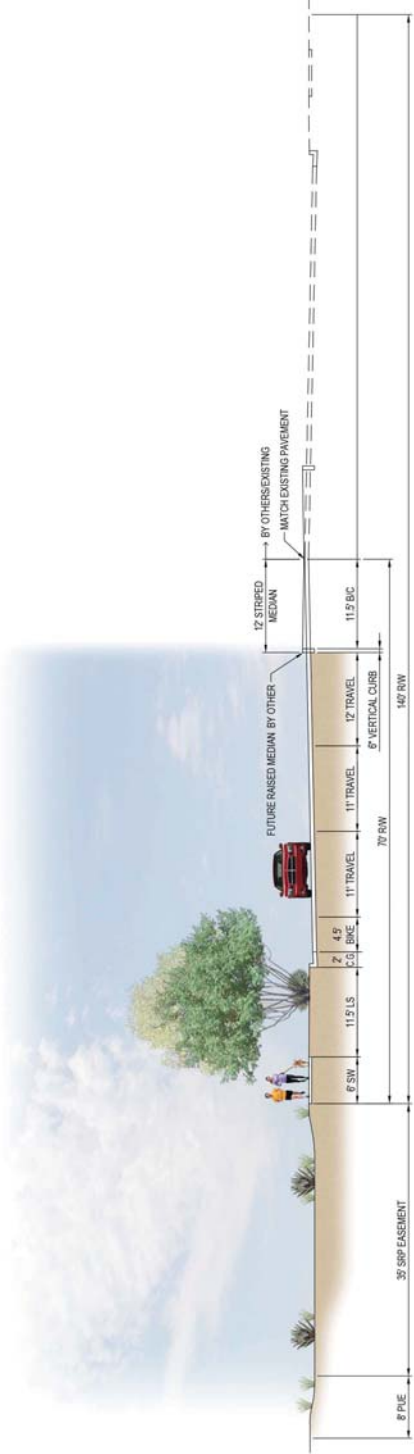
ATWELL

Parkside Village

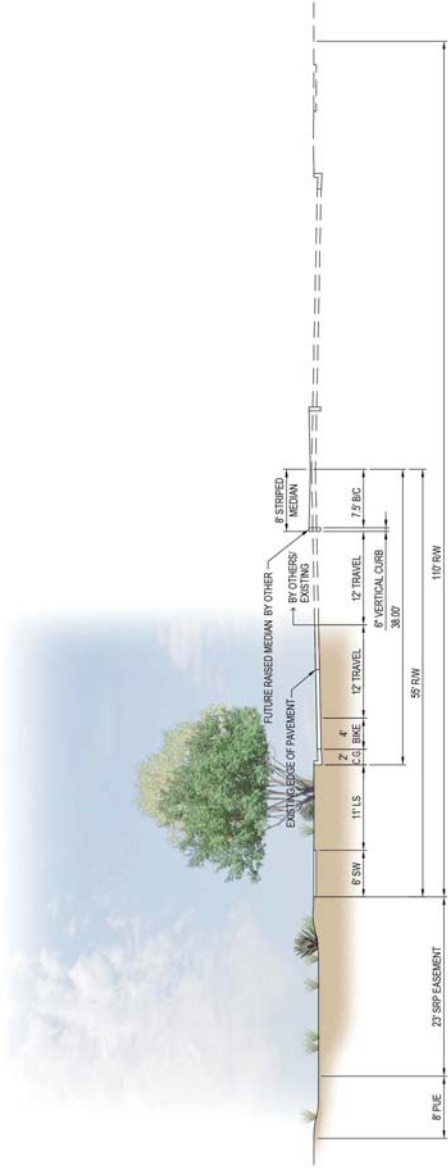
Planned Area Development

EXHIBIT K.1

STREET SECTIONS



A - 6-LANE ARTERIAL CROSS SECTION - 59TH AVE



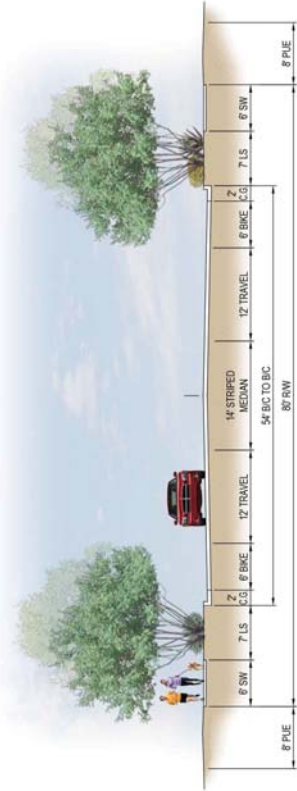
B - 5-LANE MAJOR COLLECTOR CROSS SECTION WITH 50' HALF RW - INDIAN SCHOOL RD

Parkside Village

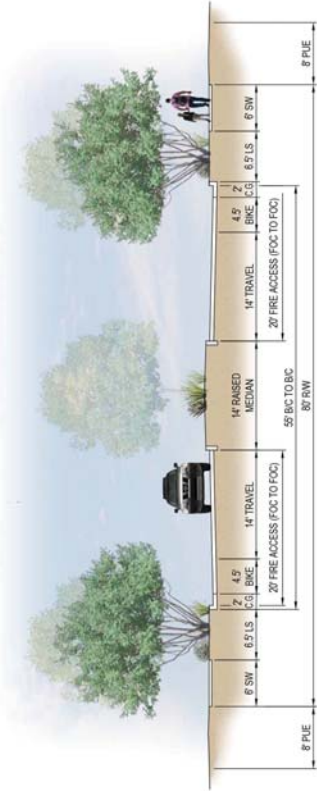
Planned Area Development

EXHIBIT K.2

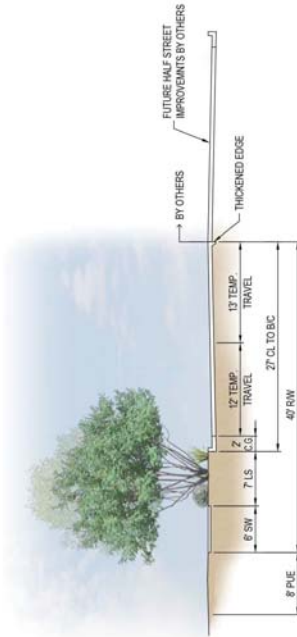
STREET SECTIONS



C1 - Modified Minor Collector 87' RW
Clarendon Ave (West Connection)



C2 - Modified Minor Collector 87' RW
100th Ave



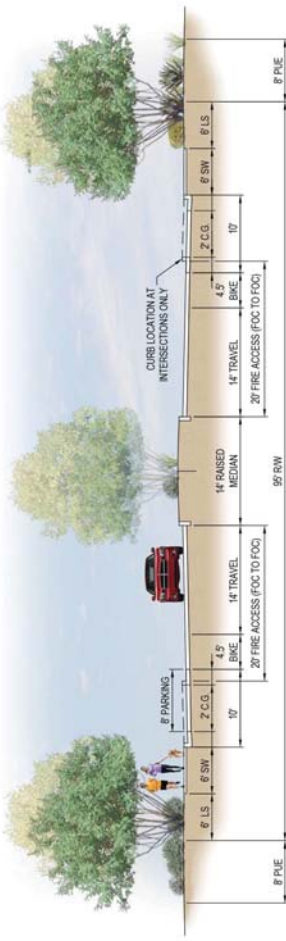
C3 - Modified Minor Collector 87' RW
Osborn Road (Looking East)

Parkside Village

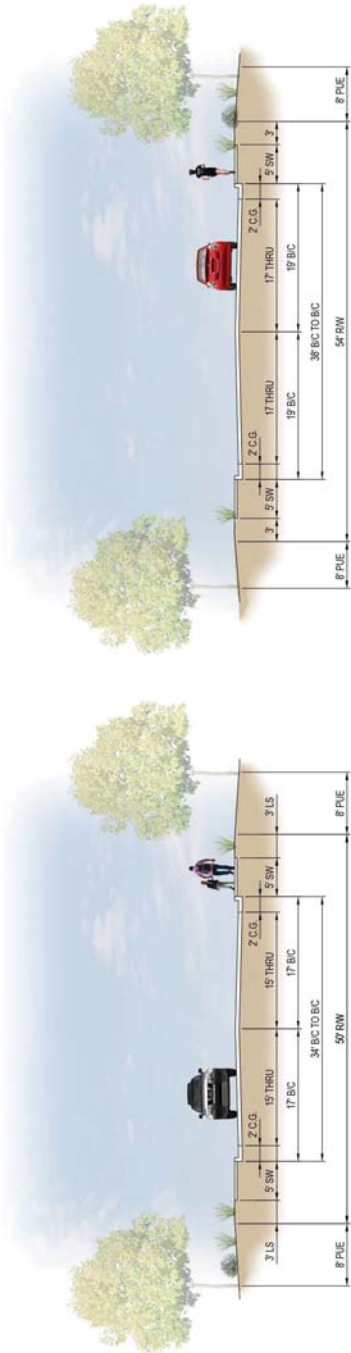
Planned Area Development

EXHIBIT K.3

STREET SECTIONS



D - MODIFIED MINOR COLLECTOR 55' RW
CARESON AVE (EAST CONNECTION)



E - LOCAL STREET

F - MODIFIED LOCAL STREET



Parkside Village

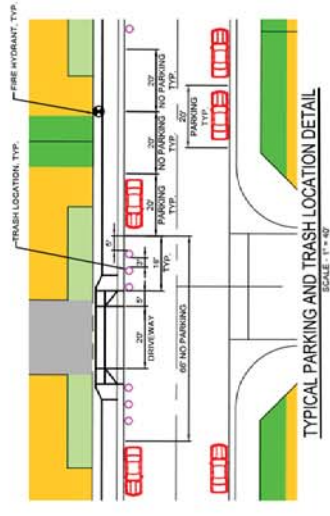
Planned Area Development

EXHIBIT K.4

VILLA PARKING



VILLAS PARKING CALCULATIONS
 PROVIDED RESIDENT PARKING = 120 UNITS x 2 SPACES
 PROVIDED GUEST PARKING = 400 RESIDENT SPACES x 1/10
 = 40 PARKING SPACES
 PROVIDED GUEST PARKING = 280 PARKING SPACES



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 04/15/19
 # 1802542
 ENTOMO



The business address only. Subject to change without notice.



Parkside Village

Planned Area Development

EXHIBIT L.I

CONCEPTUAL LANDSCAPE PLAN



LEGEND

- PERIMETER PARKWAY
- PERIMETER / OPEN SPACE LANDSCAPE
- PARKS

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0 150' 300'
SCALE: 1" = 300'

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William Lyon Homes
Experience the pride.

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EXHIBIT L.2

SITE AMENITIES -
COMMUNITY WALLS

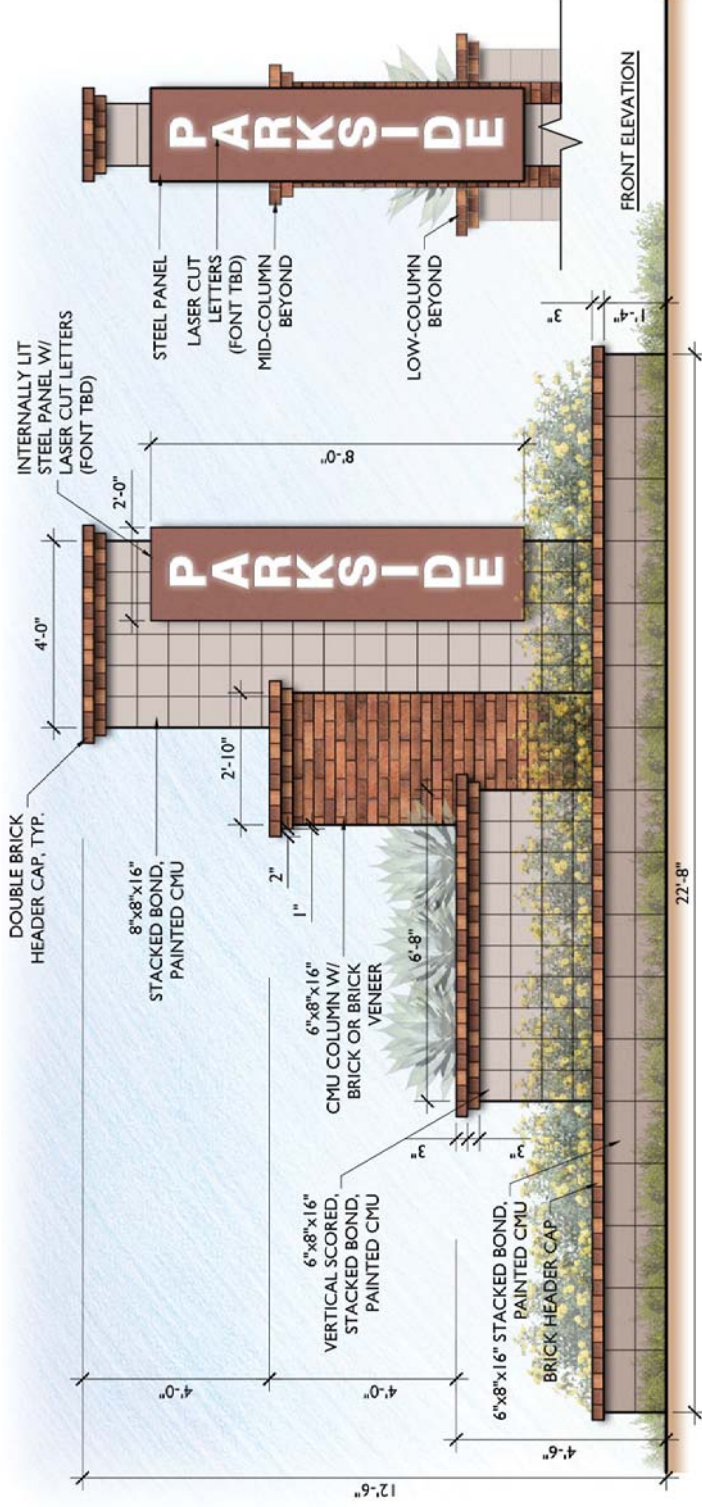


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Planned Area Development

EXHIBIT L.3

SITE AMENITIES -
MONUMENT SIGNAGE



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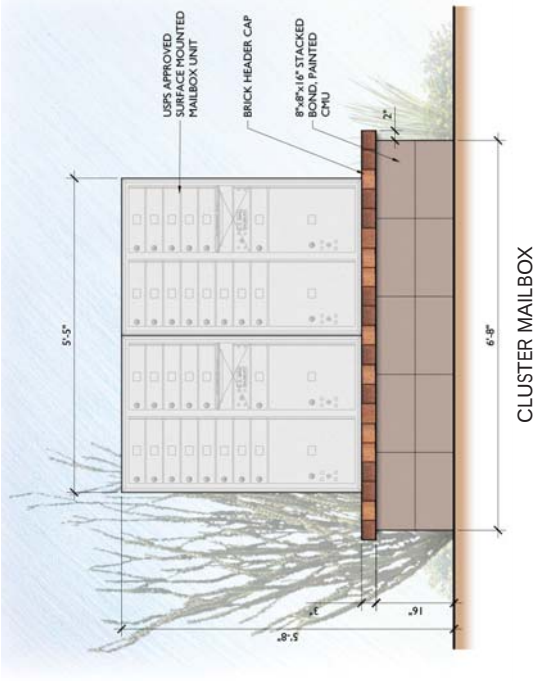
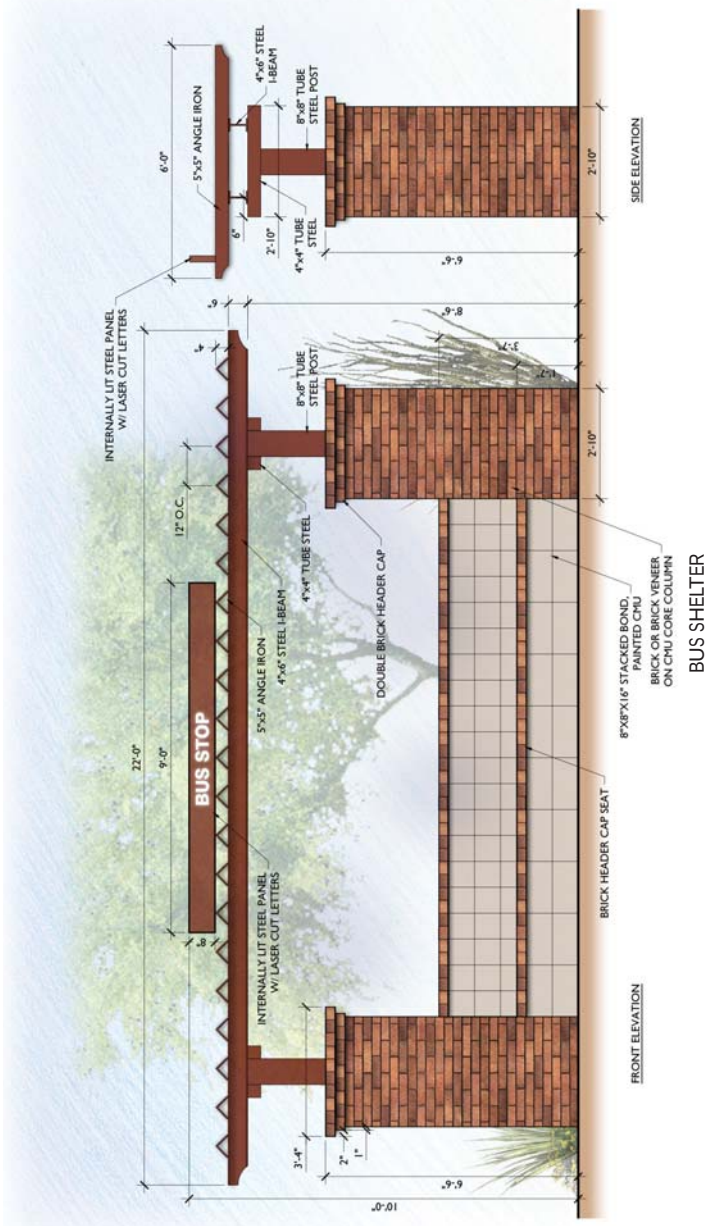


Parkside Village

Planned Area Development

EXHIBIT L.4

SITE AMENITIES -
BUS SHELTER &
CLUSTER MAILBOX



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For all other projects, please contact us at 18002942 or entomo@rvi.com



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Parkside Village

Planned Area Development

EXHIBIT M.1

RESIDENTIAL ARCHITECTURAL THEMING

MODERN MEDITERRANEAN

STYLE ELEMENTS:

- INTERIOR COURTYARDS
- ENTRY TOWERS
- MIXED GABLE & HIP ROOFS
- ARCHED DOORS & WINDOWS
- STUCCO BODY
- RAFTER TAILS
- CLAY ROOFVENT PIPES
- WROUGHT IRON DETAILS
- SHUTTER

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Parkside Village

Planned Area Development

EXHIBIT M.2

RESIDENTIAL ARCHITECTURAL THEMING

CRAFTSMAN

STYLE ELEMENTS:

- RAISED FRONT PORCHES
- GABLE W/ ROOF DETAILING
- HORIZONTAL LINES
- BATTERED COLUMNS
- RAFTER TAILS
- STONE VENEER
- WIDE TRIM

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Planned Area Development

EXHIBIT M.3

RESIDENTIAL ARCHITECTURAL THEMING

CONTEMPORARY

STYLE ELEMENTS:

- SIMPLE BUILDING MASSES
- FLAT/PARAPET OR SINGLE ROOFS
- RIGHT ANGLES
- LARGE WINDOWS
- NATURAL ACCENT MATERIALS (STONE, METAL, WOOD)
- MUTED COLORS WITH BOLD ACCENTS
- ASYMMETRY

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Planned Area Development

EXHIBIT M.4

RESIDENTIAL ARCHITECTURAL
THEMING

PRAIRIE

STYLE ELEMENTS:

- HORIZONTAL LINES & MASSING
- LOW HIPPED ROOFS
- ROWS OF WINDOWS
- DIVIDED WINDOW PANES
- UNIQUE WINDOW DETAILS
- WIDE EAVES & DEEP OVERHANGS
- HORIZONTAL BANDING
- STONE VENEER

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Planned Area Development

EXHIBIT M.5

RESIDENTIAL ARCHITECTURAL
THEMING

RANCH/FARMHOUSE

STYLE ELEMENTS:

- FRONT PORCH
- LOW-PITCHED HIPPED ROOF
- WIDE EAVES & OVERHANGS
- SHUTTERS
- LAP OR BOARD & BATTEN SIDING
- 2 OVER 2 WINDOWS
- MASONRY ACCENTS

* IMAGES ARE CONCEPTUAL IN NATURE AND ARE INTENDED TO CONVEY THE TYPES OF ARCHITECTURAL STYLE AND NOT SPECIFIC PRODUCTS OR DESIGN.

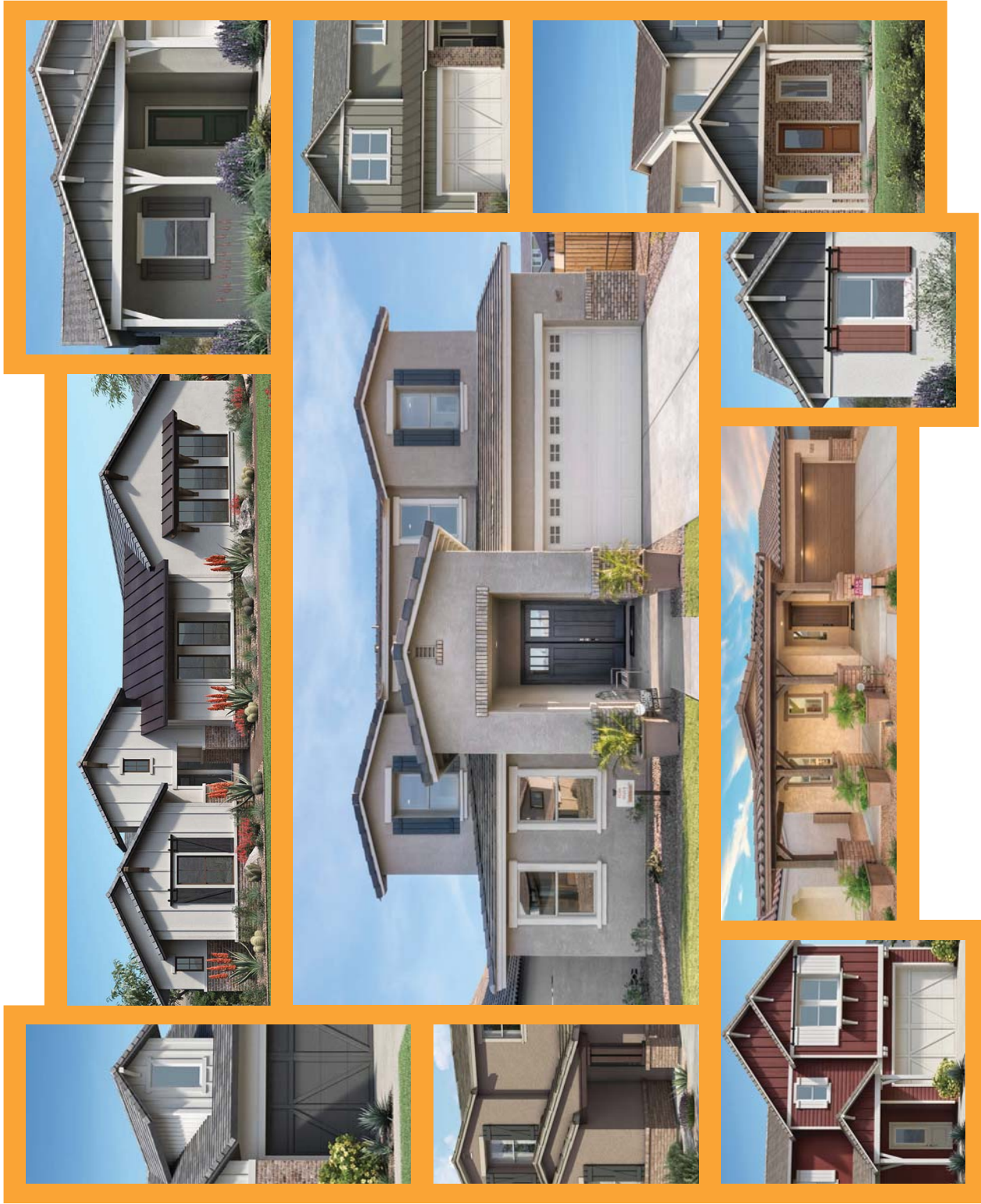
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EXHIBIT M.6

RESIDENTIAL ARCHITECTURAL
THEMING

SPANISH MISSION

STYLE ELEMENTS:

- HEAVY TIMBER DETAILS
- GABLE W/ ROOF DETAILING
- ARCHED ENTRIES
- STUCCO
- RAFTER TAILS
- CLAY ROOF VENT PIPES
- WROUGHT IRON DETAILS
- TALAVERA TILES

* IMAGES ARE CONCEPTUAL IN NATURE AND ARE INTENDED TO CONVEY THE TYPES OF ARCHITECTURAL STYLE AND NOT SPECIFIC PRODUCTS OR DESIGN.

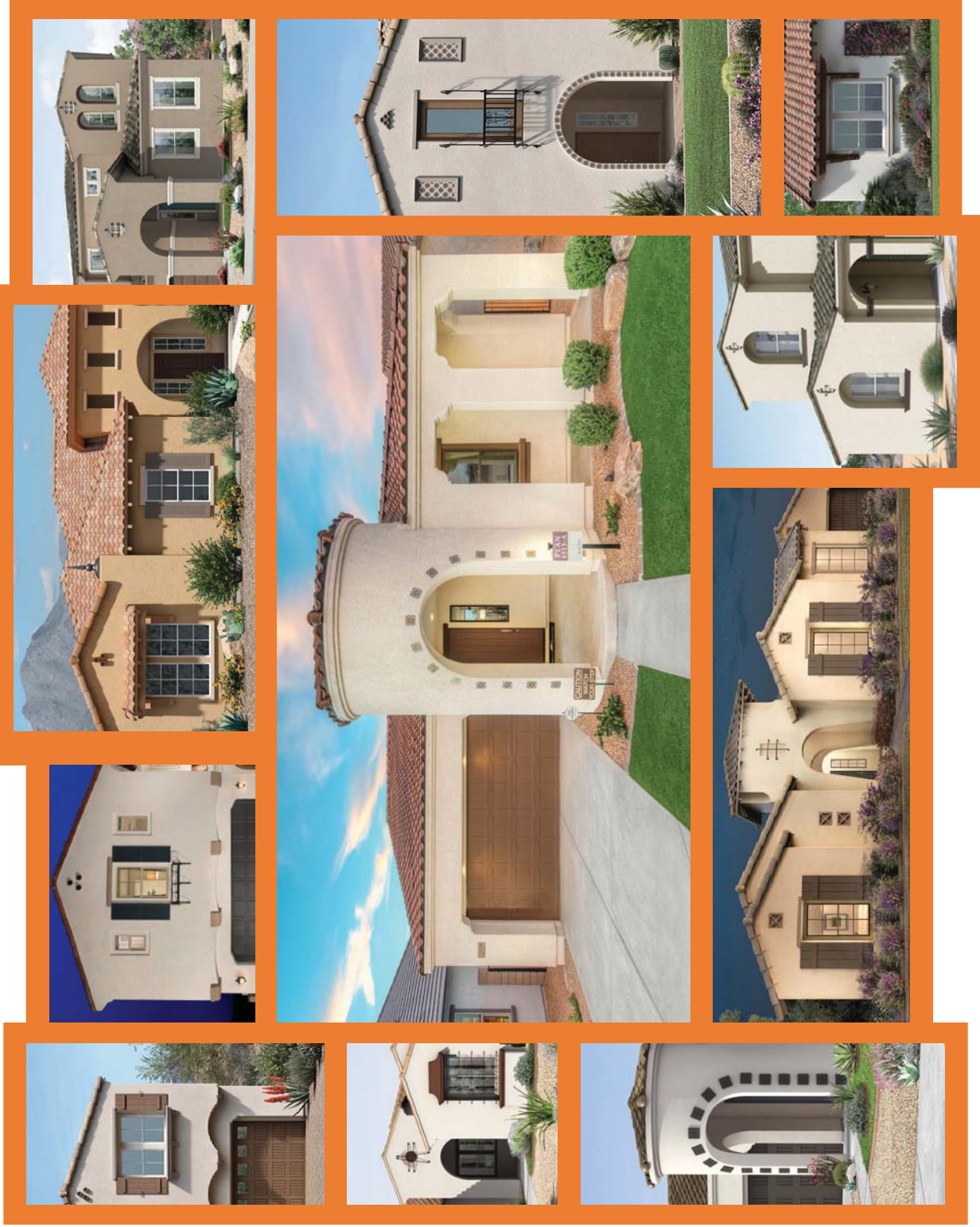
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Planned Area Development

EXHIBIT M.7

COMMERCIAL / MIXED USE
ARCHITECTURAL THEMING



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Parkside Village

Planned Area Development

EXHIBIT M.8

OFFICE
ARCHITECTURAL THEMING



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Exhibit G

Neighborhood Meeting Summary

Tuesday, June 4, 2019

6:00 P.M.

Rio Vista Elementary School – Media Center/Library

Neighborhood Meeting

SUMMARY

JUNE 4, 2019 6:00 PM

PARKSIDE VILLAGE
PAD AMENDMENT

MEETING CALLED BY	Rose Law Group – Applicant Representative on behalf of William Lyon Homes
TYPE OF MEETING	Neighborhood Meeting to discuss the proposed amendment to PAD
LOCATION	Rio Vista Elementary School Media Center 10237 W Encanto Blvd Avondale, AZ 85392
NOTE TAKER	Jennifer Hall, Rose Law Group
ATTENDEES	<u>Project Team:</u> Mark Bitteker, William Lyon Homes Troy Wahlberg, William Lyon Homes Jennifer Hall, Rose Law Group Ken Galica, City of Avondale (please see sign in sheet for attendees from general public)

SUMMARY	Notification postcards were mailed to property owners by Staff per the City's requirements and the meeting was advertised in the local newspaper. There was only one neighbor in attendance, Phil Sanchez who resides at 3613 N 103rd Drive – directly across Clarendon Street. The Project Team waited until 6:10pm before beginning their presentation in an attempt to wait for other neighbors to attend. Troy Wahlberg began the meeting with the background of William Lyon Homes and then turned it over to Mark Bitteker to provide an overview of the project. <u>Project Details</u> Mr. Bitteker explained that this project will consist of Single Family detached homes with some office and a mixed use element. This amendment is actually reducing the amount of Single Family from the previously approved PAD with total of 662 units, no apartments. Parkside will offer 4 lot sizes including villas, 45x100, 50x100 and 55x120 yielding the largest lots. There is currently no plan for the office or mixed use components as they will develop in the future.
----------------	---

Community Features

Parkside will have 5 generous parks that will be managed and cared for by a Home Owners Association. The largest park is over 6 acres and will have a community pool and other high end amenities. Mr. Bitteker showed an exhibit with the locations of all of the parks throughout the community.

Street Circulation

There are 4 access points into the community: Clarendon East and West, 100th Street and Osborn.

Area Improvements

The development of Parkside will also bring benefits to the surrounding community. William Lyon Homes will be extending the city's water line as well as piping the canal on 99th Avenue and on Indian School. They will also be undergrounding the electrical lines that run along 99th Avenue.

Questions

Phil asked if a copy of the plans were available online and mentioned that some of his neighbors who didn't attend would, perhaps, like to review them.

-Ken Galica, City of Avondale, told him that he would email the project information to him.

Phil asked if there will be any monuments.

-William Lyon Homes explained that there would be community signage on the corner and at the entrances. There will also be a bus bay on the corner.

Phil asked when they expected to start moving dirt on the project.

-Mr. Wahlberg explained that they are eager to begin and will most likely break ground by early to mid 2020.

-Ken Galica explained that the project still needs to be heard by Planning Commission and final approval by City Council.

William Lyon Homes thanked Mr. Sanchez for attending, provided him with contact information and asked him to reach out if he or any of his neighbors should have additional questions about the project.

Approximately 6:20PM there were no further questions and Mr. Sanchez left the meeting. The Project Team remained in the room to ensure no other neighbors showed up.

Parkside Village PAD Amendment | Neighborhood Meeting Sign-in Sheet

Tuesday, June 4, 2019

[illegible]

Exhibit H

Certificates of Adequate School Facilities

Pendergast Elementary School District

Tolleson Union High School District



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a minor PAD amendment has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Parkside Village PAD Project Manager: Nick Labadie
Request: Removing uses and reducing number of units Acreage/Parcel Size: 163.02
Current Density Allowed: 4.20 Density Proposed: 4.09
Total number of residential units proposed: 667

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes X No

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed? Yes No X
If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes No X

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 11/16/18
School District: Pendergast Elem School District
District Superintendent: Dr. Lily Matos-DeBlieux
Phone #: 623-778-2700
E-mail: jfimbres@desd92.org

Signature: [Redacted Signature]

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings

ORDINANCE 1699-819

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, MODIFYING THE PLANNED AREA DEVELOPMENT ZONING FOR REAL PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF INDIAN SCHOOL ROAD AND 99TH AVENUE, AS SHOWN IN APPLICATION PL-18-0296, BY AMENDING THE DEVELOPMENT PLAN.

WHEREAS, on June 16, 2014, the Council of the City of Avondale (the “City Council”) amended the City of Avondale Zoning Atlas (the “Zoning Atlas”) by rezoning approximately ±163 acres of land located at the southwest corner of Indian School Road and 99th Avenue as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference (the “Property”) to a Planned Area Development known as Parkside Village (“Parkside Village PAD”); and

WHEREAS, the Property Developer has requested a modification to the Parkside Village PAD to (i) reconfiguring open space within the development, (ii) modifying use boundaries, (iii) revise single-family residential lot sizes and product types, (iv) modify development and design standards (v) and revise project phasing (the “Modifications”); and

WHEREAS, the City Council now desires to approve the Modifications to the Parkside Village PAD by adopting the amendment as shown in Application PL-18-0296 (the “2019 Amendment”); and

WHEREAS, all due and proper notice of the public hearing on the 2019 Stipulations held before the City of Avondale Planning Commission (the “Commission”) and the City Council were given in the time, form and substance provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, on July 18, 2019, the Commission held a public hearing on the 2019 Amendment, after which the Commission recommended approval.

WHEREAS, the City Council held an additional public hearing regarding the 2019 Amendment on August 26, 2019.

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the City Council has considered the individual property rights and personal liberties of the residents of the City before adopting this Ordinance.

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 2019 Amendment for the Parkside Village PAD, as shown in Application PL-18-0296, is hereby approved subject to the City of Avondale adopted codes, requirements, standards and regulations and the following stipulations:

1. Except as modified by these conditions of approval, development of the Property shall confirm to the Parkside Village Planned Area Development Amendment Narrative date stamped, July 1, 2019.
2. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to issuance of any construction permits for any portion of the project.
3. City and County approval of Traffic Impact Analysis (TIA) to include an analysis of the recommended phasing of off-site improvements will be required prior to approval of a Preliminary Plat or Site Plan.
4. Indian School Road shall be built to Maricopa County standard, except that the developer shall install street lights to City of Avondale standards along the south side of Indian School Road from 99th Avenue to the project's western boundary.
5. The developer shall be responsible for a portion of the cost of traffic signals as identified by the Traffic Impact Analysis. The developer's proportionate share of the cost shall be based upon the total number of corners of the adjacent signalized intersections that are located within the Parkside Village development. For example, at the corner of 99th Avenue and Clarendon Avenue, the developer's proportionate share of the cost would be 50 percent. For signals on Indian School Road, all signal contributions will be made to Maricopa County.
6. The developer shall be responsible for fiber conduit installation within the City's public right-of-way in accordance with the City's Transportation Plan and development codes.
7. The developer shall install a City of Avondale Wayfinding Sign, design and location in accordance with the City's Wayfinding Master Plan, near the intersection of 99th Avenue and Indian School Road during the first phase of development.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
August 26, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Michael Wawro, City Attorney

EXHIBIT A
TO
ORDINANCE NO.1699-819

[Legal Description and Map]

See following pages.

EXHIBIT "A"
PARKSIDE VILLAGE
LEGAL DESCRIPTION for ZONING PURPOSES

Parcel No. 1:

The Northeast quarter of the Northeast quarter of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT the North 55.00 feet thereof.

Parcel No. 2:

The East half of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the Northeast quarter of the Northeast quarter of the Northeast quarter; and

EXCEPT the North 55.00 feet thereof.

Parcel No. 3:

The West half of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

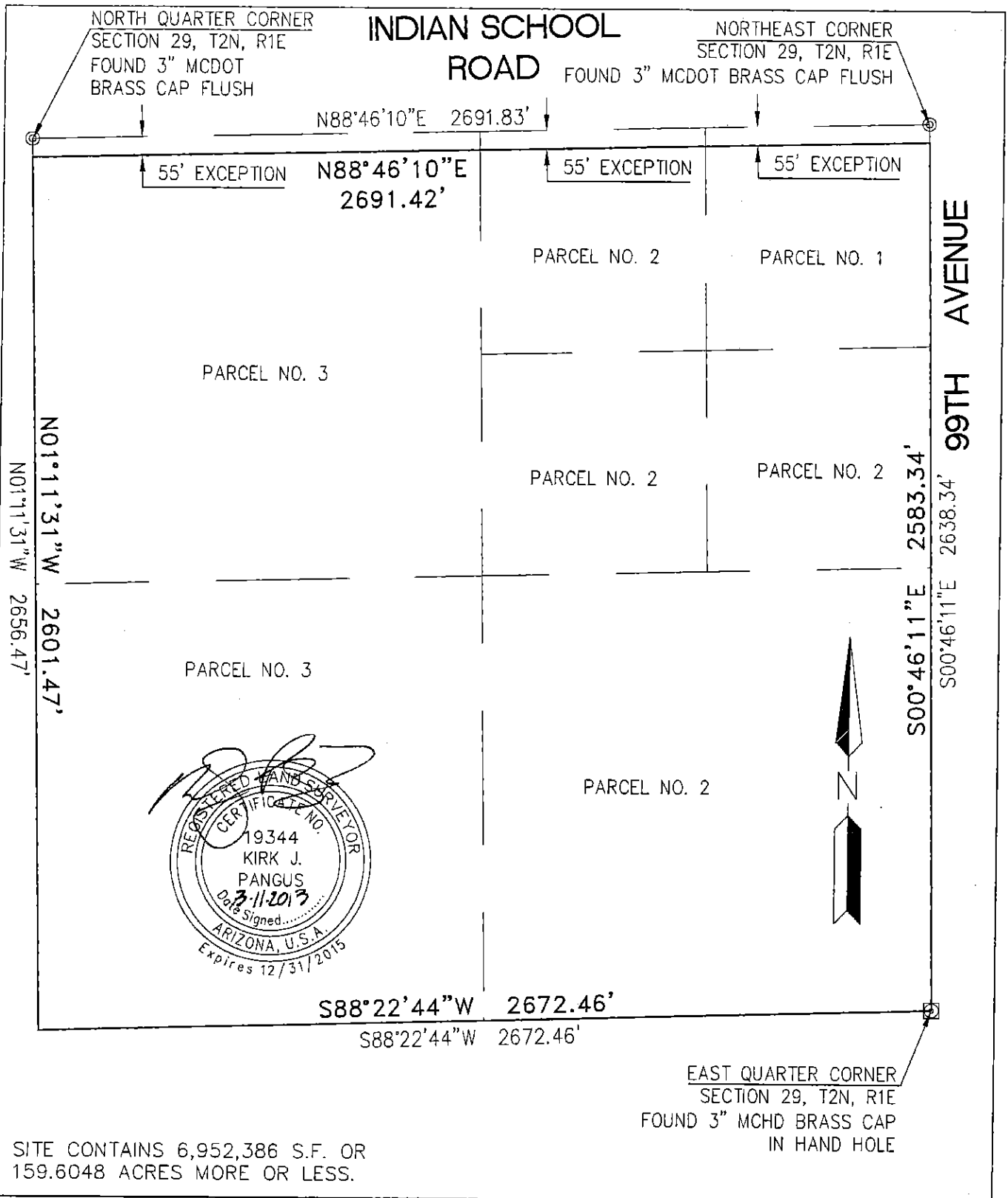
EXCEPT the North 55.00 feet thereof.

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

The above described parcel contains 6,952,386 Square Feet (159.6048 acres) more or less.

Prepared by: HilgartWilson
1661 East Camelback Road
Suite 275
Phoenix, AZ
Job No. 1071
March 11, 2013





PROJ.#:	1071	PARKSIDE VILLAGE S.W.C. OF INDIAN SCHOOL RD. & 99TH AVE. AVONDALE, ARIZONA EXHIBIT "B"	hilgartwilson REGISTERED PROFESSIONAL ENGINEERS-PLANNERS-SURVEYORS 1661 E. CAMELBACK RD., STE. 275 PHOENIX, AZ 85016 PH 602.490.0535 FAX 602.325.0161
DATE:	03/07/13		
SCALE:	N.T.S.		
DRAWN BY:	JDL		
CHECKED BY:	KJP		

**WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN THE
CITY OF AVONDALE
AND
AG/RW - ENTORNO, LLC**

THIS WAIVER OF CLAIMS FOR DIMINUTION OF VALUE UNDER ARIZ. REV. STAT. §§ 12-1134 - 1136 (this “Waiver”) is made July 25, 2019, between AG/RW – Entorno, LLC, a Delaware limited liability company (the “Owner”) and the City of Avondale, an Arizona municipal corporation (the “City”), regarding the approximately 163-acre parcel of real property located at the southwest corner of Indian School Road and 99th Avenue, in Avondale, Arizona, described and depicted on Exhibit A attached hereto and incorporated as if fully set forth herein (the “Property”). Owner intends to encumber the Property with the following agreements and waivers.

1. Waiver of Claims Related to the Rezoning. The Owner agrees and understands that the City is entering into this Waiver in conjunction with that certain approval for modifications to the existing zoning of the Property, Application No. PL-18-0296 (the “Rezoning”) in good faith and with the understanding that, if the City approves the Rezoning, it will not be subject to a claim for diminished value of the Property from the Owner or other parties having an interest in the Property. Owner agrees and consents to all the conditions imposed as part of the ordinance rezoning the Property (the “Rezoning Ordinance”), including all stipulations adopted by the Council of the City of Avondale (the “City Council”) and, by signing this Waiver, hereby waives any and all claims, suits, damages, compensation and causes of action the Owner may have now or in the future under the provisions of ARIZ. REV. STAT. §§ 12-1134 through and including 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting solely from actions relating to the Rezoning. Owner acknowledges and agrees that any stipulations imposed by the City Council as part of the Rezoning Ordinance will not result in a reduction of the fair market value of the Property as defined in ARIZ. REV. STAT. § 12-1136. The Owner acknowledges that additional stipulations may be imposed by the City Council, in its sole discretion, prior to approval of the Rezoning. Owner agrees and understands that its waiver of claims as set forth in this Waiver shall be deemed to extend to cover any changes to the Rezoning Ordinance and all stipulations to the Rezoning Ordinance approved by the City Council unless, not later than three business days following such City Council approval, Owner notifies the City, in writing, of its disagreement with such stipulation(s). In the event that Owner timely notifies the City of such disagreement, Owner shall not be deemed to have waived claims with respect to only the stipulations imposed or revised by the City Council prior to approval of the Rezoning Ordinance; provided, however, that if Owner does not submit a separate waiver of such claims, in a form acceptable to the City, prior to close of business on the fifth business day following approval of the Rezoning Ordinance, then the City may, after proper notice and hearing, rescind the Rezoning Ordinance, and if rescinded by the City Council acting in its sole discretion, this Waiver shall act as a bar to a claim for diminished value based upon the rescinded Rezoning Ordinance. The foregoing waiver of claims shall be of no further force and effect with respect to the Rezoning in the event

the City Council disapproves the Rezoning Ordinance, except that it shall serve as a bar to a claim for diminished value based upon denial of the Rezoning Ordinance.

2. Waiver of Claims Related to the Development Agreement. The Owner agrees and understands that the City is entering into this Waiver in conjunction with that certain approval of the First Amendment to the Development Agreement, relating to the development of the Property, Application No. PL-18-0296 (the “Development Agreement”) in good faith and with the understanding that, if the City approves the Development Agreement, it will not be subject to a claim for diminished value of the Property from the Owner or other parties having an interest in the Property. Owner agrees and consents to all the conditions imposed as part of the resolution approving the Development Agreement (the “Development Agreement Resolution”), including all stipulations adopted by the Council of the City of Avondale (the “City Council”) and, by signing this Waiver, hereby waives any and all claims, suits, damages, compensation and causes of action the Owner may have now or in the future under the provisions of ARIZ. REV. STAT. §§ 12-1134 through and including 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) or any other cause of action and resulting solely from the Development Agreement. Owner acknowledges and agrees that any stipulations imposed by the City Council as part of the Development Agreement Resolution will not result in a reduction of the fair market value of the Property as defined in ARIZ. REV. STAT. § 12-1136. The Owner acknowledges that additional stipulations may be imposed by the City Council, in its sole discretion, prior to approval of the Development Agreement. Owner agrees and understands that its waiver of claims as set forth in this Waiver shall be deemed to extend to cover any changes to the Development Agreement Resolution and all stipulations to the Development Agreement Resolution approved by the City Council unless, not later than three business days following such City Council approval, Owner notifies the City, in writing, of its disagreement with such stipulation(s). In the event that Owner timely notifies the City of such disagreement, Owner shall not be deemed to have waived claims with respect to only the stipulations imposed or revised by the City Council prior to approval of the Development Agreement Resolution; provided, however, that if Owner does not submit a separate waiver of such claims, in a form acceptable to the City, prior to close of business on the fifth business day following approval of the Development Agreement Resolution, then the City may, after proper notice and hearing, rescind the Development Agreement Resolution, and if rescinded by the City Council acting in its sole discretion, this Waiver shall act as a bar to a claim for diminished value based upon the rescinded Development Agreement Resolution. The foregoing waiver of claims shall be of no further force and effect with respect to the Development Agreement in the event the City Council disapproves the Development Agreement Resolution, except that it shall serve as a bar to a claim for diminished value based upon denial of the Development Agreement Resolution.

3. Entire Agreement; Modification. This Waiver, any exhibits attached hereto and any addenda, collectively constitute the entire understanding and agreement of the Owner and the City and shall supersede all prior agreements or understandings between the Owner and City regarding waiver of claims pursuant to ARIZ. REV. STAT. § 12-1134 *et seq.* relating to the Rezoning. This Waiver may not be modified or amended except by written agreement by the Owner and City.

4. Applicable Law; Venue. This Waiver is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. Any suit pertaining to this Waiver may be brought only in courts in Maricopa County, Arizona.

5. Conflict of Interest. This Waiver is subject to the cancellation provisions of ARIZ. REV. STAT. § 38-511.

6. Recording; Waiver Runs With Land. Within 10 days after the execution of this Waiver, the City Clerk shall file the Waiver in the Official Records of the County Recorder's Office, Maricopa County, Arizona, but a failure to timely do so shall not invalidate this Waiver. This Waiver runs with the land and is binding upon all present and future owners of the above-referenced Property.

7. Owner Authority. The Owner warrants and represents that it collectively owns all with AG Real Estate Manager Inc., all right, title and interest to the Property, and that no other person has an ownership interest in the Property. The person(s) who sign on behalf of Owner personally warrant and guarantee to the City they have the legal power to bind the Owner to this Waiver.

[SIGNATURES ON FOLLOWING PAGES]

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya,
the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose
identity was proven to me on the basis of satisfactory evidence to be the person who he claims to
be, and acknowledged that he signed the above document, on behalf of the City.

(affix notary seal here)

Notary Public

EXHIBIT A
TO
WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN
THE CITY OF AVONDALE
AND
AG/RW - ENTORNO, LLC

[Legal Description and Map of the Property]

See following pages.

EXHIBIT "A"
PARKSIDE VILLAGE
LEGAL DESCRIPTION for ZONING PURPOSES

Parcel No. 1:

The Northeast quarter of the Northeast quarter of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT the North 55.00 feet thereof.

Parcel No. 2:

The East half of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the Northeast quarter of the Northeast quarter of the Northeast quarter; and

EXCEPT the North 55.00 feet thereof.

Parcel No. 3:

The West half of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

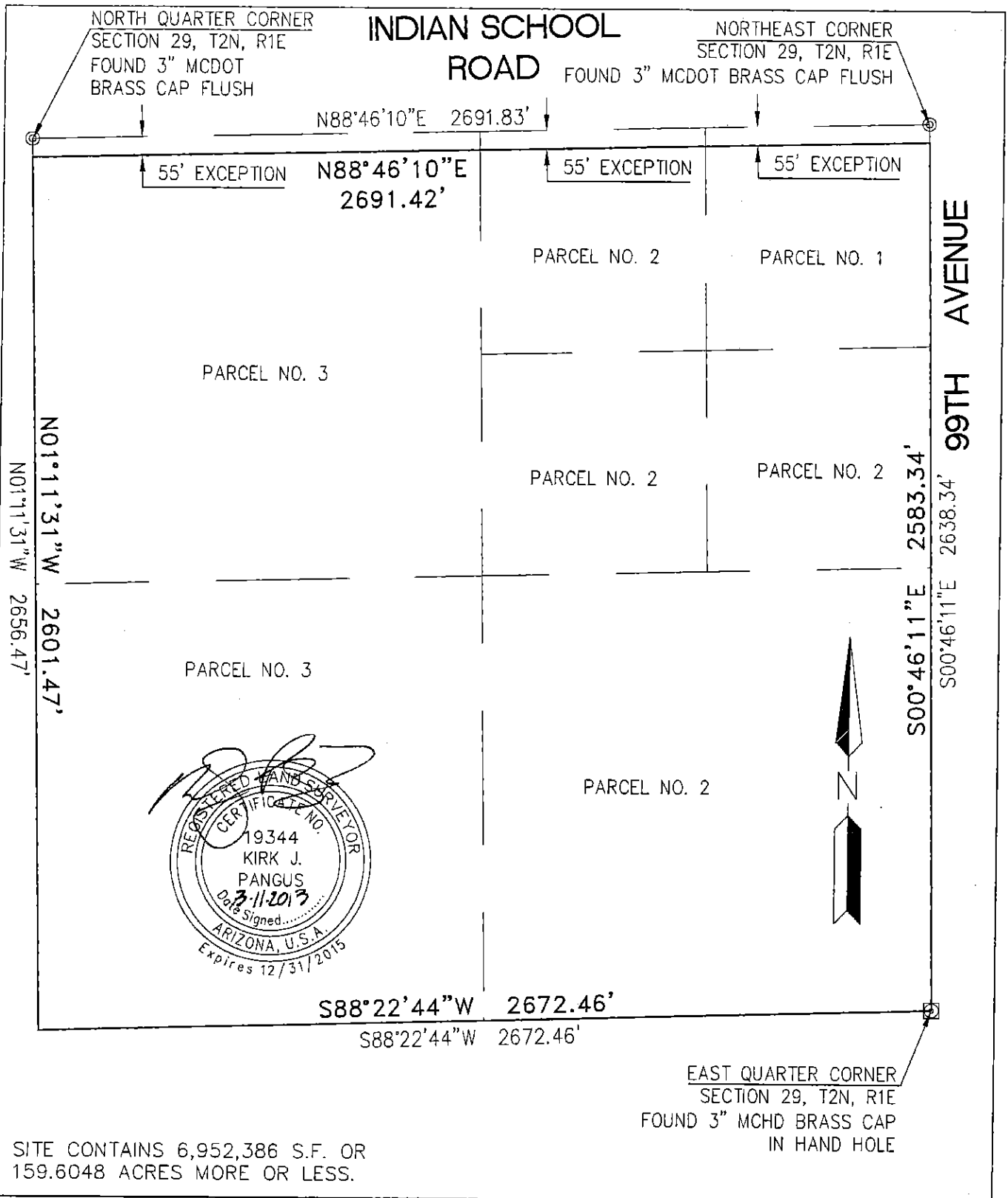
EXCEPT the North 55.00 feet thereof.

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

The above described parcel contains 6,952,386 Square Feet (159.6048 acres) more or less.

Prepared by: HilgartWilson
1661 East Camelback Road
Suite 275
Phoenix, AZ
Job No. 1071
March 11, 2013





PROJ.#:	1071	PARKSIDE VILLAGE S.W.C. OF INDIAN SCHOOL RD. & 99TH AVE. AVONDALE, ARIZONA EXHIBIT "B"	hilgartwilson REGISTERED PROFESSIONAL ENGINEERS-PLANNERS-SURVEYORS 1661 E. CAMELBACK RD., STE. 275 PHOENIX, AZ 85016 PH 602.490.0535 FAX 602.325.0161
DATE:	03/07/13		
SCALE:	N.T.S.		
DRAWN BY:	JDL		
CHECKED BY:	KJP		